

# Rubidoux Community Services District

## Board of Directors

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

## General Manager

Jeffrey D. Sims



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

## NOTICE AND AGENDA FOR THE RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD MEETING

**Thursday, August 5, 2021 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 required to wear a face covering while inside District Facilities if they are not vaccinated against COVID-19 consistent with approved Cal/OSHA emergency temporary standards on COVID-19 infection prevention. 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 **433-532-2766**.
  
- 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.

1. Call to Order – John Skerbelis, President
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes for the July 15, 2021 Regular Meeting
5. Consideration to Approve August 6, 2021, Salaries, Expenses and Transfers
6. Acknowledgements – This is the time for Members of the Public to address the Board on Any Non-agenda Matter.
7. Correspondence and Related Information
8. Manager’s Report (Second Meeting each Month):
  - a) Operations Report
  - b) Emergency and Incident Report

**ACTION ITEMS:**

9. Consider Resolution No. 2021-880, a Resolution Rescinding Resolution No. 2018-840: **DM 2021-50**
10. Consider Professional Services Task Order With Blais & Associates for Preparation of Notice of Interest – CalOES Hazard Mitigation Plan: **DM 2021- 51**
11. Consider Resolution 2021-881 and Joint Community Facilities Agreement With Jurupa Unified School District For Community Services District No. 20: **DM 2021-52**
12. Consider Generator Rentals for Well 1A and Well #2 (Troyer): **DM 2021-53**
13. **CLOSED EXECUTIVE SESSION** – Pursuant to Government Code Section 54956.9: Baker Litigation Case No. RIC2003649.

**14. Directors Comments - Non-action**

**15. Adjournment**

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

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

4. APPROVAL OF:  
MINUTES FOR JULY 15, 2021, REGULAR MEETING

**MINUTES OF REGULAR MEETING**  
**July 15, 2021**  
**RUBIDOUX COMMUNITY SERVICES DISTRICT**

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

**DIRECTORS ABSENT:** None

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

Call to order: the meeting of the Board of Directors of the Rubidoux Community Services District by President Skerbelis, at 4:00 P.M., Thursday, July 15, 2021, by teleconferencing at District Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

**ITEM 4. APPROVAL OF MINUTES**

Approval of Minutes for June 17, 2021, Board Meeting as corrected.

**Director Trueba moved, and Director Muniz seconded to approve the June 17, 2021, Regular Board Minutes.**

**Roll call:**

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

**Noes – 0**

**Abstain – 0**

**Absent – 0**

**The motion was carried unanimously.**

**ITEM 5. Consideration to Ratify the July 2, 2021, Salaries, Expenses and Transfers and Approve the July 16, 2021, Salaries, Expenses and Transfers.**

A) Ratify the July 2, 2021, Salaries, Expenses and Transfers

B) Consideration to Approve the July 16, 2021, Salaries, Expenses and Transfers.

**Director Trueba moved, and Director Muniz seconded to 1) Ratify the July 2, 2021, Salaries, Expenses and Transfers; and 2) Approve the July 16, 2021, 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**

Socorro Ochoa addressed the board on behalf of her mother, Ana Leanna Barajas, of 5276 34<sup>th</sup> Street. She stated she had sent a letter to the District with a recent claim. “The claim was not about money, not really about money, but about empathy for their clients. The District has totally neglected all of this by not following safety precautions. This is the fifth year that I have been flooded. My mother is an 80-year-old woman who lives by herself, all alone, that wakes up in the middle of the (2:00, 3:00, 4:00 am) in the morning, just insane thinking about the flood and looking at it. Everything floating around. Her animals screaming, yelling, dogs everything; debris coming from the street; nails, glass, wood, rocks, gravel, everything. The flood was so intense that I started calling 911 and the responders came. They looked at it, they taped everything. It was just devastating for a lot of people. Everybody’s just trying to talk to the first responders because everybody was in fear. Now, I called the Rubidoux District, and nobody answered me. Nobody got to me until the next morning. And then when people get there you know, their communication skills – they need to improve! They don’t say anything, they’re very rude. Especially because they see my mother, an eighty-year-old woman, and they don’t acknowledge her age, or have no respect. They just go in with their long faces, ‘Oh we’re here to clean up!’ They don’t ask her where is the damage?; they don’t even look in the backyard. They just cleaned the front. Did they ever ask? Did they ever say anything? No! She thought they were going to do it. No. They didn’t. She came out to find out that everything was the same in the back. Animals dead. Everything, the food, the bird food, the dog food, her personal belongings, her weedwhacker; everything damaged. I mean, this has to stop! I have written a letter in the past to Mr. Jeff Sims and I told him about my concerns. Now he’s stating that there’s a third party involved in this. Now, that’s not my job. It’s the Board’s job to make sure these people are doing their job. And if they’re not doing their job, they need to keep all the residents secure and avoid all these incidents that have been happening for different reasons year-to-year-to-year. 5 years to be exact! The reasons? There have been different reasons. Times? Different times, but it’s been happening like in the middle of the night, the middle of the morning (2:00-4:00 am). It’s ridiculous! My mother calls me in panic telling me there’s a flood, almost going into her house; 3 inches away from entering the premises. And you know, I don’t care about the money, I care about her mental status, and I care about her health. She almost fell. She grabbed the side of the door; she didn’t hit the floor. I’m glad she did not because if she would’ve, she would have broken a rib or a hip or something – and that’s not a funny thing; she’s eighty years old. We have an appointment with her doctor on the 23<sup>rd</sup> of this month to evaluate her mental status. She’s a wreck. Calls me all day, every day. Talks to me about the same thing. I have a personal caregiver that I assigned to her so she can sit with her and be with her, prepare her meals, at least for a

couple of days. Now, that's concerning. I would like the city members and the city or the District to please step in and do something for these people. Thank you."

Sims: Ok, thank you for your comments. Like I mentioned to you on the phone, the Board did get your letter and we have to run through a process on this because of having a third party involved on it, but we will be in communication with you.

Ms. Ochoa: That's fine. Thank you very much for listening to my concerns.

Director Murphy: I have a question. When you say five years, you mean five consecutive years or five occurrences?

Ms. Ochoa: Yes. No, five consecutive years this is happening for whatever reason it's happened, for a main broken, for a power shortage, for anything like that. I don't know. I never found out. I never did anything about it. Until last year I just claimed a few little things you know? It was like \$400 - \$500 that I was paid by Mr. Jeff Sims, last year for a similar incident. Now, the reasons I cannot disclose, I am not aware. At this point, I just know that this time it was a pipe that was installed by a third-party contractor. I don't know, but this has happened for five years, and it seems to me like it's a little rare that five consecutive years there's been flooding. If you go back to your records, you're gonna see how many times this different occurrence has happened every single year. Any further questions?

Director Murphy: No, I don't have any other questions.

Ms. Ochoa: Thank you. Anybody like to address any questions?

Sims: We thank you for your comments. We will stay in communication with you.

Ms. Ochoa: Ok, at this time I'm going to sign out.

Sims: Ok. Have a good day.

Ms. Ochoa: You too. Thank you to the Board and thank you to you, Mr. Sims.

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

There was a letter from the EPA regarding a chlorine shortage to disinfect the water. EPA is asking the manufacturers of chlorine to prioritize getting 10% of the volume that they produce to the water/wastewater agencies for our health and safety purposes to maintain water supply and wastewater treatment.

Miguel Valdez: With the chlorine shortage, we've been in constant communication with our supplier, (Bee's Pool Supply). They have had a more difficult time getting chlorine, but they have prioritized our District to get chlorine deliveries. We've been getting chlorine on schedule and filling up more often.

## **ITEM 8. MANAGER’S REPORT**

### **Operations Report:**

For the month of June, potable water production was up a little bit with a little over 5 MGD due to the heat. District discharged an average of 1.7MGD of wastewater flow to Riverside.

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

Jeff Sims reported the Incidents Reported for the month of June 2021 and Special District Rubidoux CSD. Station 38 had a total of 227 calls. Of the total calls, 151 calls, 62.4% were medical aides. Additionally, there was a report for the City of Jurupa Valley. There were 17 traffic collisions, and 6 wildland fires.

## **ITEM 9. Reconsideration of Rubidoux Community Services District Resolution No. 2018-840, a Resolution that Cancels Certain Regular Meetings. DM 2021-43.**

### **BACKGROUND**

At the regularly scheduled meeting of the Board of Directors (“Board”) on May 17, 2018, the Board considered and adopted Resolution 2018-840, a Resolution of the Board of Directors the Cancels Certain Regular Meetings of the Rubidoux Community Services District (“District”). Prior to the formal adoption of Resolution No. 2018-840, it was a matter of practice for over 25 years to cancel the first Board Meeting of January and July.

District staff was directed by one of the Director’s to agendize the reconsideration of Resolution No. 2018-840 for tonight’s meeting. District staff makes no recommendation on this matter but possible options for the Board to consider consist of the following:

- 1) No action – Resolution No. 2018-840 – remains in effect; first regularly scheduled Board Meetings of January and July remain cancelled.
- 2) Rescind Resolution No. 2018-840 – Schedule and conduct Board Meetings on the first Thursday of January and July at 4:00 PM. Reserve the right to cancel a regularly scheduled meeting, if necessary, consistent with the Brown Act.
- 3) Other options of the Board?

**Director Skerbelis moved, and Director Trowbridge seconded the Board of Directors Rescind Resolution No. 2018-840. Reserve the right to cancel a regularly scheduled meeting, if necessary, consistent with the Brown Act.**

### **Roll call:**

**Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)  
Noes – 0**



**Abstain – 0**  
**Absent – 0**

**The motion was carried unanimously.**

**ITEM 10. Receive and File Statement of Cash Asset Schedule Report Ending May 2021. DM 2021-36.**

**BACKGROUND**

Attached for the Board of Directors' consideration is the June 2021 Statement of Cash Asset Schedule Report for all District Fund Accounts. Our YTD interest is \$146,861.59 for District controlled accounts. With respect to District "Funds in Trust", we show \$6,170.22 which has been earned and posted. The District has a combined YTD interest earned total of \$153,031.81 as of June 30, 2021.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves), we show a balance of \$8,118,046.97 ending June 30, 2021. That's **\$1,246,883.35 MORE** than July 1, 2020, beginning balance of \$6,871,163.62.

Further, the District's Field/Admin Fund current fund balance is \$656,152.12.

Submitted for the Board of Directors consideration is the *June 2021, Statement of Cash Asset Schedule Report* for your review and acceptance this afternoon.

**Director Trueba moved, and Director Muniz seconded to Receive and File the Statement of Cash for the Month of June 2021 for the Rubidoux Community Services District.**

**Roll call:**

**Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)**  
**Noes – 0**  
**Abstain – 0**  
**Absent – 0**

**The motion was carried unanimously.**

**ITEM 11. Consideration to Approve and Authorize Retirement Payment for CalPERS Annual Unfunded Liability. DM 2021-45.**

**BACKGROUND**

The District has received the Annual Unfunded Liability contribution schedule as of June 30, 2019, from CalPERS for the District's employer's contribution portion. This unfunded liability is CalPERS trueing up the District's annual contributions with investment returns against Actuarial Valuations and Projections for the Districts three (3) specific plans: Miscellaneous, Safety and PEPRA. For planning and budgeting purposes, Staff has budgeted for this annual unfunded

CalPERS cost and is included within the Health and Retirement Expenses among the General, Water and Sewer Fund Budget.

The District is presented with two options to pay CalPERS unfunded liability for FY 2021-2022:

- **Option 1:** Pay over time the \$434,901.96 (Total Amount of the three (3) plans) including interest @ 3.44% in twelve monthly payments of \$36,241.83 per month in addition to our normal CalPERS bi-weekly contributions.
- **Option 2:** Pay annually Lump Sum without interest. The amount would be \$420,435.00 (for all three (3) plans) and due on or before July 31, 2021. Interest savings of \$14,466.96 would be realized as compared to **Option 1**.

The District's average rate of return on its investments portfolio is approximately 0.69%. Returns are expected to remain relatively stagnant in FY 2021-2022 as the economy slowly recovers from the pandemic. Staff believes it prudent to pay the unfunded actuarial liability as an annual payment and save 3.44% in accrued interest for FY 2021-2022. This CalPERS expense was anticipated and budgeted as part of the approved District 2021-2022. This CalPERS expense was anticipated and budgeted as part of the approved District 2021-2022 Budget. Selecting Option 2, making the lump sum payment, is consistent with past District practice.

**Director Trueba moved, and Director Muniz seconded the Rubidoux Community Services District Board of Directors approve Option 2: pay CalPERS annual unfunded actuarial liability as a lump sum payment of \$420,435.00 for FY 2021-2022.**

**Roll call:**

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

**Noes – 0**

**Abstain – 0**

**Absent – 0**

**The motion was carried unanimously.**

**ITEM 12. Consider Memorandum of Understanding with Lennar Homes of California, Inc. Regarding Capacity Fees. DM 2021-46.**

### **BACKGROUND**

Lennar Homes of California, Inc. ("Lennar") is developing the Highland Park Development ("Project") with 315 homes within Rubidoux Community Services District ("District"), and 117 homes within Jurupa Community Services District. Lennar has coordinated with the Jurupa Unified School District ("JUSD") for the formation of JUSD No. 14, a community facilities district ("CFD") to fund various development fees associated with the Project. Development fees anticipated to be paid include water and sewer capacity fees due the District, water and sewer capacity fees due Jurupa Community Services District, school fees due JUSD, and park fees due Jurupa Area Regional Parks District.

On October 17, 2019, the District Board adopted Resolution No. 2019-857, authorizing signature of the “Joint Community Facilities Agreement by and among Jurupa Unified school District, Rubidoux Community Services District, and Lennar Homes of California, Inc. with respect to Community Facilities District No. 14” (“JCFA”).

The District anticipates \$3,780,000 of funding from JUSD CFD No. 14. This amount equals the total of the water and sewer capacity fees for 315 single family homes within the District based on current capacity fees of \$6,800 per ¾” water meter and \$5,200 per 1 EDU of sewer capacity. Using the current capacity fees, water capacity fees will total \$2,142,000 and sewer capacity fees will total \$1,638,000.

Per section 2 of the JCFA Lennar may elect to advance construction of District master planned facilities in lieu of payment of District capacity fees. Lennar was conditioned by the District to construct a 24” diameter water pipeline in Pacific Avenue included in the District’s 2015 Water Master Plan. The District’s 2015 Water Master Plan was used in part as the fee nexus report supporting the District’s now current Water Capacity Fee of \$6,800 per ¾” water meter. For Water Capacity fee calculation purposes a ¾” water meter is considered one EDU. The cost included in the District 2015 Water Master Plan for the portion of the Pacific Avenue water pipeline improvements conditioned and built by Lennar totals \$1,235,036.02. Lennar has indicated it is electing to advance the value of the Pacific Avenue master planned water pipeline improvements for an equivalent value in District Water Capacity Fee of \$6,800 per ¾” water meter, Lennar has 181.62 EDU’s of paid Water Capacity Fees.

Once JUSD CFD No. 14 issues bonds and proceeds are available, the District will submit appropriate paperwork consistent with the JCFA so Lennar can be reimbursed from bond proceeds the value of the Pacific Avenue Water Improvements used for Water Capacity Fees.

For District Sewer Capacity Fees, Lennar proposes providing the District with a Letter of Credit for \$1,638,000 to bridge the period between when homes within the Project are connected to the District’s collection system and JUSD CFD No. 14 bonds being sold. Once bond proceeds are available, the District will submit appropriate paperwork consistent with the JCFA to have Sewer Capacity Fees paid to the District. After all Sewer Capacity Fees are paid to the District, the District will release the Letter of Credit.

The District and Lennar are in process of preparing a comprehensive Reimbursement Agreement related to the Pacific Avenue water pipeline improvements. Also in process is the development of a Participation Agreement for Pacific Avenue sewer pipeline improvements. The Participation Agreement will provide for potential reimbursement of costs Lennar incurred to design and install the Pacific Avenue sewer pipeline improvements, which were not included within the District’s 2015 Sewer Master Plan. Potential reimbursement would come from other area developers who connect their project to the Pacific Avenue sewer pipeline Lennar built. As those other area developers connect the District will collect appropriate District Sewer Capacity Fees plus a participation amount of the Pacific Avenue sewer pipeline and reimburse the participation amount (only) to Lennar.

Lennar has asked to proceed with installing meters for seventeen (17) homes within the Project prior to JUSD CFD No. 14 bonds being sold. Since neither the Reimbursement Agreement, nor Participation Agreement are finalized, the attached Memorandum of Understanding Regarding Fees for Seventeen Lots in Tract 31894 (“MOU”) has been prepared. Understandings of the MOU include:

1. Lennar will use 17 EDU of Water Capacity Fees against the value of the Pacific Avenue water improvements it built.
2. Lennar will use 17 EDU of Sewer Capacity Fees with the understanding Lennar will provide the District with a Letter of Credit in the amount of \$1,638,000 on or before July 23, 2021. Lennar is not allowed to transfer ownership of any of the 17 lots connected to the District's water and sewer systems prior to the Letter of Credit being delivered in a form acceptable to the District.
3. Lennar will on or before July 23, 2021, pay the District \$22,355 representing Fire Mitigation Fees and Water Meter Charges for 17 lots in the Project.
4. In the event Lennar defaults on providing the District the Letter of Credit and paying \$22,355, the District on or before July 23, 2021, the District will lock off the installed meters.

The proposed MOU provides for Lennar to move forward in finalizing the first phase of homes in their project within the District's service area. The District has significant security on receipt of both water and sewer capacity fees and the MOU memorializes actions needed to be taken during the interim period between when JUSD CFD No. 14 bonds are sold and when homes in the Project need service from the District.

**Director Trowbridge moved, and Director Muniz seconded the Board of Directors authorize the General Manager to sign the Memorandum of Understanding Regarding Fees for Seventeen Lots in Tract 31894.**

**Roll call:**

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

**Noes – 0**

**Abstain – 0**

**Absent – 0**

**The motion was carried unanimously.**

**ITEM 13. Consider Awarding Professional Services Contract for Valve Turning Program and Design Manual & Standard Plan Updates. DM 2021-47.**

### **BACKGROUND**

As the Board may recall, the 2021-2022 FY Budget provides for Engineering Studies to do several tasks. These tasks consist of a Valve Turning Program and Updates to the Design and Construction Manual & Standard Plans (Manual & Plans Update).

#### **Valve Turning program**

There are hundreds of valves throughout the District's Water Transmission and Delivery System (System) to enable District Staff to isolate sections of pipeline to do maintenance, repairs, and upgrades. Some of these valves are as old as the District itself and it is

unknown if they have ever been “exercised”, a process by which the valves are closed and opened in a manner specified in the American Water Works Association Specifications to free any debris or calcification so that the valve can remain in service. This needs to be done in a programmatic manner on a scheduled basis so that all valves are exercised on a routine basis and valves that are stuck in the open or closed position can be identified and replaced so the valves will be functional in any circumstance, including in emergencies. Currently the District has no Standard Operating Procedure for valve turning and the condition of the valves in the System is unknown. Staff has requested and received a proposal from Krieger and Stewart Engineering Consultants to review the District’s System and develop a working strategy and plan to routinely exercise the valves in the System.

**Updates To The Design And Construction Manual And Standard Plans**

The Design and Construction Manual (Manual) and associated Standard Plans were developed for the District in 2005 are outdated and in need of an update. These documents were carried forward in a minor update from previous documents created in the 1990’s. Several of the materials specified are no longer in production or have limited availability. Additionally, the means by which developers submit projects to the District and by which the District tracks these submittals is in need of updating and a Standard Operation Procedure needs to be developed for consistency and both for developers and their engineers and for District Staff in handling and processing submittals. Additionally, the District needs to move forward in developing and using electronic submittal and review as well as electronic plan retention for future use by the District for plan retrieval in order to streamline processes to make them more efficient and consistent with industry standards.

The District’s Manual also needs to be standardized with the industry and be re-written into Specifications and a Developer Handbook that can be used by both Developer’s Engineers and District Staff. The Standard Plans also need to be brought up to date to recognize new products and methods. Staff has requested and received a proposal from Krieger and Stewart Engineering Consultants to collaborate with and augment District Staff to prepare this update, engaging both the Engineering Staff and Field Staff to provide a Manual and Standard Plans that are workable and useable by all parties.

**Fiscal Year 2021-2022 Budget Items For These Programs**

The current Fiscal Year 2021-2022 Budget accounts for these tasks. Which are split across the Water Fund and Sewer Fund Budgets as follows (The specific Line Item for each is indicated in parenthesis):

	Water Fund	Sewer Fund	
Valve Turning Program	\$29,300 (42)		
Manual & Plan Updates	\$100,000 (45)	\$50,000 (28)	\$150,000
Subtotals for each Fund Budget	\$129,300	\$50,000	
Total	\$179,000		

Krieger and Stewart Engineering Consultants (“K&S”) has provided two proposals as attached in the amount of \$29,300 for the Valve Turning Program and \$140,400 for the Manual and Plans Update (\$93,600 Water Fund and \$46,800 Sewer Fund).

To proceed staff proposes issuing two Task Orders K&S, one for the Valve Turning Program and one for the Manual and Plans Update under current Master Agreement RCSD 2021-1.

**Director Muniz moved, and Director Trueba seconded the Board of Directors authorize the General Manager to:**

- 1. Utilize \$122,900 of the \$129,000 in the approved Fiscal Year 2021-2022 Water Fund Budget under Operating Expenses for the development of the District’s Valve Turning Program and for Updates to the District’s Design and Construction Manual and Standard Plans.**
- 2. Utilize \$46,800 of the \$50,000 in approved Fiscal Year 2021-2022 Water Fund Budget under Operating Expenses for the Updates to the District’s Design and Construction Manual and Standard Plans.**
- 3. Issue a Task Order in a not to exceed amount of \$29,300 to Krieger and Stewart under Master Agreement RCSD 2021-1 to Develop the District’s Valve Turning Program.**
- 4. Issue a Task Order in a not-to-exceed amount of \$140,400 to Krieger and Stewart under Master Agreement RCSD 2021-1 to Update the District’s Design and Construction Manual and Standard Plans.**

**Roll call:**

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

**Noes – 0**

**Abstain – 0**

**Absent – 0**

**The motion was carried unanimously.**

**ITEM 14. Consider Agreement with Southern California Gas Company for Shared Easement at Gas Pipeline Crossing with RCSD Forced Sewer Main. DM 2021-48.**

### **BACKGROUND**

The Southern California Gas Company (SoCal Gas) is in process of installing a new 30” diameter steel gas transmission pipeline near the Riverside Water Quality Control Plant (RWQCP). This pipeline alignment crosses an existing Rubidoux Community Services District (District) Easement for a force-main sewer which runs from the District’s Regional List Station to the RWQCP on the south side of the Santa Ana River. SoCal Gas and the District have developed a Common Use Agreement for the area where this crossing occurs giving each party access to their utilities and protecting each party from damages that may arise from maintenance and repair work at the location of the crossing.

Staff has had the District’s General Counsel John Harper of Harper and Associates, review the documents prepared by SoCal Gas’ attorney and Lan Surveyor. The agreement specifically protects the Districts force main pipeline by requiring SoCal Gas to pay for the cost of repair or replacement if SoCal Gas damages the pipeline. It also protects RCSD’s easement with the following language:

*“This Agreement shall not in any way alter, modify or terminate any provision of the Prior Easements. All uses of said Area of Common Use by either party shall be in such a manner as not to interfere unreasonably with the use or operation of the facilities therein of the other party. Uses of said Area of Common Use by either party which temporarily interfere with the use of the other party will be made only when reasonably necessary and will be promptly terminated as soon as the necessity therefore no longer exists. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Prior Easement Holder may now have or may hereafter acquire resulting from the construction, alteration or maintenance of any Improvements by SoCal Gas in such a manner as to cause an unreasonable interference with the use of said Area of Common Use by Prior Easement Holder.”*

This common access agreement is necessary for SoCal Gas to install their transmission line while protecting the interests of RCSD and is for the common good and need of the citizens served by both utilities.

**Director Skerbelis moved, and Director Trowbridge seconded the Board of Directors authorize the General Manager to execute the agreement with Southern California Gas Company and return it to SoCal Gas for them to record with the County of Riverside. Roll call:**

**Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)  
Noes – 0  
Abstain – 0  
Absent – 0**

**The motion was carried unanimously.**

**ITEM 15. Consider Awarding Professional Services Contract for 20<sup>th</sup> Street Booster Pump Station. DM 2021-49.**

### **BACKGROUND**

A portion of the Caterpillar Court Development was constructed in Calendar Year 2020 off 20<sup>th</sup> Street, northwest of Avalon Street consisting of 3 medium-sized tilt up commercial/industrial buildings. These buildings are serviced from the District’s 1066’ foot Atkinson Pressure Zone (1066 PZ). The elevation of these buildings will be approximately 960 feet resulting in relatively low water pressure (approximately 35 psi). The developer has already build 3 of the planned 6 tilt-up buildings on Caterpillar Court and since the water pressure is low the developer installed fire pumps at each of the new buildings to meet Fire and Building Department conditions.

The District’s 2015 Water Facilities Master Plan (Master Plan) includes a proposed booster station to move water from the 1066 PZ to future storage reservoirs to support the anticipated future Rio Vista Development. The proposed booster station is referred to in the 2015 Water Facilities Master Plan as the 1360’ Rio Vista Pressure Zone (1360 PZ).

In an effort to avoid the situation of installing individual fire pumps at each building in the future build-out of the Caterpillar Court Project and to obtain a suitable site for the future Rio Vista Booster Station staff is investigating – 1) the feasibility of obtaining land from the developer of the Caterpillar Court Development to site the Booster Station, and 2) the possibility of constructing a temporary hydro-pneumatic booster station to service the area of 20<sup>t</sup> Street and Caterpillar Court until the Rio Vista Development begins construction and the ultimate 1360’ Booster Station is constructed to serve the corresponding 1360 PZ for the Rio Vista Specific Plan Area.

For reference, a hydro-pneumatic pressure zone is an area provided with service by use of pump pressurized storage vessels at or near the same elevation as the area served by the pressurized vessel as opposed to providing water under pressure stored in gravity reservoirs or tanks at considerable elevation above the area being served.

A draft report analyzing the preliminary requirements for placing this booster station was prepared by TKE Engineering in early 2020 as approved by the Board of Directors in DM 2020-03. The resulting Technical Memo proposed three alternatives for placing this Booster Station, one of them being on a portion of land at the corner of Avalon and 20<sup>th</sup> Street. This parcel is also owned by the developer of the Caterpillar Court Development, and it appears this parcel that is most feasible to locate the future Rio Vista Booster Station.

To move this portion of the District’s Capital Improvement forward, staff has obtained a proposal from Krieger and Stewart Engineers to determine the needed size and potential location for the Rio Vista Booster Station, investigate the feasibility of constructing a temporary hydro-pneumatic pressure zone for the area of 20<sup>th</sup> Street near Caterpillar Court and provide a Technical Memorandum of findings. Krieger and Stewart provided a Professional Services Proposal in the amount of \$24,100 to perform this work. This work was included in the Fiscal Year 2021-2022 Water Capital Improvement Project Budget in the amount of \$35,000 under line-item No. 4.

**Director Muniz moved, and Director Trueba seconded the Board of Directors authorize the General Manager to:**

- 1. Utilize \$24,100 of the \$35,000 in the approved Fiscal Year 2021-2022 Water Capital Improvement Project Budget for the 1360’ PZ Pump Station.**
- 2. Issue a Task Order in a not-to-exceed amount of \$24,100 to Krieger and Stewart under Master Agreement RCSD 2021-1 to provide engineering work to site the future 1360’ PZ Pump Station and study the Feasibility of constructing a Hydro-pneumatic Pressure Zone in the area of 20<sup>th</sup> Street near Caterpillar Court.**

**Roll call:**

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

**Noes – 0**

**Abstain – 0**

**Absent – 0**

**The motion was carried unanimously.**



**ITEM 16. CLOSED EXECUTIVE SESSION – pursuant to Government Code Section 54957(b)(1), evaluation of District General Manager.**

**ITEM 17. CLOSED EXECUTIVE SESSION – pursuant to Government Code Section 54956.9(d)(2). Potential litigation.**

**ITEM 18. CLOSED EXECUTIVE SESSION – pursuant to Government Code Section 54956.9. Threatened Litigation. One Case.**

**ITEM 19. Directors Comments**

Director Murphy: At the front door, are we requiring masks?

Sims: No. Consistent with the guidelines, people that are vaccinated can come in. For the customers, if they do not wear a mask, they are not being asked if they are vaccinated. Essentially in the absence of wearing a mask, they are self-attesting to having been vaccinated.

Director Murphy: What are we doing at the back door?

Sims: The back is the same.

Director Murphy: Ok.

Director Skerbelis adjourned the meeting at 6:04 PM.

5. CONSIDERATION TO:

APPROVE AUGUST 6, 2021, SALARIES, EXPENSES AND TRANSFERS

RUBIDOUX COMMUNITY SERVICES DISTRICT  
AUGUST 5, 2021 (BOARD MEETING)  
FUND TRANSFER AUTHORIZATION

<b>NET PAYROLL 8/6/21</b>	67,500.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 8/9/21	28,000.00
WIRE TRANSFER: STATE PAYROLL TAXES 8/9/21	6,000.00
WIRE TRANSFER: TO CREDIT UNION	2,500.00
WIRE TRANSFER: PERS RETIREMENT	18,000.00
WIRE TRANSFER: PERS HEALTH PREMIUMS	34,994.00
WIRE TRANSFER: PERS RETIRED HEALTH PREMIUMS AND FEES	1,673.00
WIRE TRANSFER: PERS REPLACEMENT BENEFIT	-
WIRE TRANSFER: SECTION 125	50.00
WIRE TRANSFER: SECTION 457 AND 401(A)	3,235.00

<b>VACATION BUYBACK 8/6/21</b>	13,403.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 8/9/21	2,948.00
WIRE TRANSFER: STATE PAYROLL TAXES 8/9/21	533.00

**CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:**

8/6/2021 WATER FUND TO GENERAL FUND-Payables	622,741.68
WATER FUND TO GENERAL FUND-Trash	192,287.72
WATER FUND TO SEWER FUND	141,583.13
 SEWER FUND TO GENERAL FUND-Payables	 286,999.19

**INTERFUND TRANSFERS:**

8/6/2021 SEWER FUND CHECKING TO LAIF SEWER OP	-
SEWER FUND CHECKING TO GENERAL FUND CHECKING	304.50
LAIF SEWER OP TO SEWER FUND CHECKING	145,000.00
LAIF WASTEWATER REPLACEMENT TO LAIF SEWER OP	-
GENERAL FUND CHECKING TO LAIF SEWER ML	-
GENERAL FUND CHECKING TO LAIF PROP TAX	145.00
GENERAL FUND CHECKING TO LAIF FIRE MITIGATION	13,855.00
GENERAL FUND CHECKING TO WATER FUND CHECKING	8,500.00
LAIF GENERAL TO GENERAL FUND CHECKING	-
LAIF PROPERTY TAX TO GENERAL FUND CHECKING	207,000.00
WATER FUND CHECKING TO LAIF-COP PAYBACK	99,000.00
WATER FUND CHECKING TO LAIF-W.R.	16,000.00
WATER FUND CHECKING TO GENERAL FUND CHECKING	1,218.00
LAIF WATER ML TO LAIF WATER REPLACEMENT	-
LAIF WATER ML TO LAIF WATER OPS	84,260.64
LAIF WATER OP TO WATER FUND CHECKING	328,000.00
LAIF WATER OP TO LAIF WATER ML	-
LAIF WATER RESERVE TO LAIF WATER OP	-
LAIF WATER REPLACE TO LAIF WATER OP	51,037.00

**NOTES PAYABLE**

<u>DESCRIPTION</u>	<u>BALANCE</u>		<u>PAYMENT</u>	<u>DUE DATE</u>
U.S. Bank Trust (1998 COP's Refunding)	2,560,000	Prin.	590,000	Dec-21
U.S. Bank Trust (1998 COP's Refunding)	269,535	Intr.	65,280	Dec-21
MN Plant-State Revolving Loan	3,872,390	Prin.	132,324	Jan-22
MN Plant-State Revolving Loan	680,059	Intr.	49,774	Jan-22



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PO Number		Immediate GL Account	GL Account	Check #	CC Reference #	Payment Date	Discount	Total Invoice
18	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	7/10/2021	N	N		8/9/2021	7/10/2021	CG10714-0267
	WTR ANALYSES							\$0.00
8/5/2021								\$2,050.00
19	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	7/10/2021	N	N		8/9/2021	7/10/2021	CG10715-0267
	WTR ANALYSES							\$0.00
8/5/2021								\$1,700.00
20	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	7/12/2021	N	N		8/11/2021	7/12/2021	CG10862-0267
	WTR ANALYSES							\$0.00
8/5/2021								\$150.00
21	BPS B'S POOL SUPPLIES / B.P.S. B's POOL SUPPLIES	7/5/2021	N	N		8/4/2021	7/5/2021	108959
	SODIUM HYPO							\$0.00
8/5/2021								\$1,656.51
22	CONVERSE / CONVERSE CONSULTANTS	4/30/2021	N	N		5/30/2021	4/30/2021	20-81219-30-01
	GEOTECH NO3 PFAS							\$0.00
8/5/2021								\$3,047.50
23	CORELOGIC / CORELOGIC, INC.	5/31/2021	N	N		6/30/2021	5/31/2021	82084576
	ON LINE SVC							\$0.00
8/5/2021								\$390.75
24	CROWN ACE HARDWARE / CROWN ACE HARDWARE	7/6/2021	N	N		8/5/2021	7/6/2021	083199
	SUPPLIES							\$0.00
8/5/2021								\$20.01
25	CROWN ACE HARDWARE / CROWN ACE HARDWARE	7/7/2021	N	N		8/6/2021	7/7/2021	083202
	TOOL/SUPPLIES							\$0.00
8/5/2021								\$50.16
26	CROWN ACE HARDWARE / CROWN ACE HARDWARE	7/12/2021	N	N		8/11/2021	7/12/2021	083231
	DRILL BIT							\$0.00
8/5/2021								\$29.58
27	DURNEY DON / DURNEY, DON	7/13/2021	N	N		8/12/2021	7/13/2021	20210713
	WEED ABATE							\$0.00
8/5/2021								\$1,745.00
28	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI	7/8/2021	N	N		8/7/2021	7/8/2021	012L2477
	ACT VALVE							\$0.00
8/5/2021								\$1,711.54
29	HAZEN / HAZEN AND SAWYER	7/9/2021	N	N		8/8/2021	7/9/2021	0000015
	PFAS EVAL							\$0.00
8/5/2021								\$7,475.50
30	HI TECH / HI TECH OVEN SERVICES	6/7/2021	N	N		7/7/2021	6/7/2021	1183
	PWDR COATING							\$0.00
8/5/2021								\$780.00
31	HOME DEPOT / HOME DEPOT CREDIT SERVICES	7/9/2021	N	N		8/8/2021	7/9/2021	009080/2011526
	SUPPLIES							\$0.00
8/5/2021								\$232.61
32	INFOSEND / INFOSEND, INC	6/30/2021	N	N		7/30/2021	6/30/2021	194095.A
	JUNE BILL PRNT							\$0.00
8/5/2021								\$907.20
33	INFOSEND / INFOSEND, INC	6/30/2021	N	N		7/30/2021	6/30/2021	194095.B
	JUNE POSTAGE							\$0.00
8/5/2021								\$2,542.33
34	INFOSEND / INFOSEND, INC	7/9/2021	N	N		8/8/2021	7/9/2021	194630
	CCR INSERTS							\$0.00
8/5/2021								\$910.06

\$ 3,449.53

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PO Number		Immediate GL Account			Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
35	INLAND DESERT SECURITY / INLAND DESERT SECUR							210600636101 ✓
CALL FWD		7/15/2021 ✓	N	N		8/14/2021 ✓	7/15/2021	\$0.00
8/5/2021 ✓					N			\$37.00 ✓
36	KH METALS / KH METALS & SUPPLY ✓							0567894-IN ✓
LOCKS		6/23/2021 ✓	N	N		7/23/2021 ✓	6/23/2021	\$0.00
8/5/2021 ✓					N			\$188.70 ✓
37	KH METALS / KH METALS & SUPPLY ✓							0569396-IN ✓
FASTENERS/GLVS		7/7/2021 ✓	N	N		8/6/2021 ✓	7/7/2021	\$0.00
8/5/2021 ✓					N			\$15.10 ✓
38	LEGEND PUMP / LEGEND PUMP & WELL ✓							56894 ✓
WELL 18 RPLCMT PMP		7/7/2021 ✓	N	N		8/6/2021 ✓	7/7/2021	\$0.00
8/5/2021 ✓					N			\$42,762.00 ✓
39	MERIT OIL / MERIT OIL COMPANY ✓							655583 ✓
DIESEL FUEL		7/9/2021 ✓	N	N		7/24/2021 ✓	7/9/2021	\$0.00
8/5/2021 ✓								\$385.08 ✓
40	R&D MECHANICAL / R&D MECHANICAL SUPPLY, INC ✓							11004977 ✓
CLAMPS		6/22/2021 ✓	N	N		7/22/2021 ✓	6/22/2021	\$0.00
8/5/2021 ✓					N			\$1,333.08 ✓
41	R&D MECHANICAL / R&D MECHANICAL SUPPLY, INC ✓							11004993 ✓
CURB STOPS		6/28/2021 ✓	N	N		7/28/2021 ✓	6/28/2021	\$0.00
8/5/2021 ✓								\$1,522.50 ✓
42	R&D MECHANICAL / R&D MECHANICAL SUPPLY, INC ✓							11005006 ✓
COPPER TUBING		7/1/2021 ✓	N	N		7/31/2021 ✓	7/1/2021	\$0.00
8/5/2021 ✓					N			\$1,601.45 ✓
43	R&D MECHANICAL / R&D MECHANICAL SUPPLY, INC ✓							11005018 ✓
COPPER TUBING		7/9/2021 ✓	N	N		8/8/2021 ✓	7/9/2021	\$0.00
8/5/2021 ✓					N			\$1,237.14 ✓
44	RIVERSIDE CLEANING SYSTEMS / RIVERSIDE CLEAN ✓							440 ✓
JUNE CLNG SVC		7/2/2021 ✓	N	N		8/1/2021 ✓	7/2/2021	\$0.00
8/5/2021 ✓					N			\$798.00 ✓
45	SCG / SCG ✓							21G17882256005 ✓
MAIN OFC UTLTY		7/1/2021 ✓	N	N		7/26/2021 ✓	7/1/2021	\$0.00
8/5/2021 ✓					N			\$30.82 ✓
46	SHRED-IT / SHRED-IT USA ✓							8182297933 ✓
SHREDDING		6/30/2021 ✓	N	N		7/30/2021 ✓	6/30/2021	\$0.00
8/5/2021 ✓					N			\$58.78 ✓
47	TOTAL COMP / TOTAL COMPENSATION SYS, INC ✓							9397 ✓
GASB VAL SVC		5/25/2021 ✓	N	N		6/24/2021 ✓	5/25/2021	\$0.00
8/5/2021 ✓					N			\$1,530.00 ✓
48	UPS / UNITED PARCEL SERVICE ✓							0000F908W2281 ✓
POSTAGE		7/10/2021 ✓	N	N		8/9/2021 ✓	7/10/2021	\$0.00
8/5/2021 ✓					N			\$20.18 ✓
49	US BANK / US BANK ✓							6174179 ✓
BOND 98		6/25/2021 ✓	N	N		7/25/2021 ✓	6/25/2021	\$0.00
8/5/2021 ✓					N			\$3,300.00 ✓
50	WESTERN MUNICIPAL WATER / WESTERN MUNICIPA ✓							IN13136 ✓
MAY '21 BRINE		6/30/2021 ✓	N	N		7/30/2021 ✓	6/30/2021	\$0.00
8/5/2021 ✓					N			\$303.84 ✓
51	AIRESPRING / AIRESPRING ✓							151005791 ✓
PHN CHGS		7/16/2021 ✓	N	N		8/9/2021 ✓	7/16/2021	\$0.00
8/5/2021 ✓					N			\$502.86 ✓



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GL Date					Credit Card	CC Reference #		Total Invoice
69	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	7/20/2021	N	N				CG11406-0267
WTR ANALYSES						8/19/2021	7/20/2021	\$0.00
8/5/2021					N			\$36.00
70	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	7/20/2021	N	N				CG11409-0267
WTR ANALYSES						8/19/2021	7/20/2021	\$0.00
8/5/2021					N			\$60.00
71	CAL DREAM / CAL DREAMSCAPE LANDSCAPE CO	6/24/2021	N	N				216598
WEED ABATE						7/24/2021	6/24/2021	\$0.00
8/5/2021					N			\$810.00
72	CAL DREAM / CAL DREAMSCAPE LANDSCAPE CO	7/3/2021	N	N				216643
WEED ABATE						8/2/2021	7/3/2021	\$0.00
8/5/2021					N			\$1,620.00
73	CAL DREAM / CAL DREAMSCAPE LANDSCAPE CO	6/29/2021	N	N				216644
WEED ABATE						7/29/2021	6/29/2021	\$0.00
8/5/2021					N			\$1,080.00
74	CAL DREAM / CAL DREAMSCAPE LANDSCAPE CO	7/12/2021	N	N				216660
WEED ABATE						8/11/2021	7/12/2021	\$0.00
8/5/2021					N			\$1,485.00
75	CITY OF JURUPA VALLEY / CITY OF JURUPA VALLEY	7/14/2021	N	N				11108/EP21-428
PERMIT						8/13/2021	7/14/2021	\$0.00
8/5/2021					N			\$257.43
76	CITY OF JURUPA VALLEY / CITY OF JURUPA VALLEY	7/15/2021	N	N				11109/EP21-429
PERMIT						8/14/2021	7/15/2021	\$0.00
8/5/2021					N			\$258.35
77	CITY OF JURUPA VALLEY / CITY OF JURUPA VALLEY	7/15/2021	N	N				11110/EP21-430
PERMIT						8/14/2021	7/15/2021	\$0.00
8/5/2021					N			\$260.19
78	CITY OF JURUPA VALLEY / CITY OF JURUPA VALLEY	7/15/2021	N	N				11111/EP21-431
PERMIT						8/14/2021	7/15/2021	\$0.00
8/5/2021					N			\$266.63
79	CITY OF JURUPA VALLEY / CITY OF JURUPA VALLEY	7/15/2021	N	N				11112/EP21-432
PERMIT						8/14/2021	7/15/2021	\$0.00
8/5/2021					N			\$263.24
80	CHASE CARD SERVICES / CHASE CARD SERVICES	7/17/2021	N	N				21G2749795.A
WRK LNCHS						8/11/2021	7/17/2021	\$0.00
8/5/2021					N			\$167.78
81	CHASE CARD SERVICES / CHASE CARD SERVICES	7/17/2021	N	N				21G2749795.B
MONITOR STND						8/11/2021	7/17/2021	\$0.00
8/5/2021					N			\$17.20
82	CHASE CARD SERVICES / CHASE CARD SERVICES	7/17/2021	N	N				21G2749795.C
PRNTR / WRK LNCH						8/11/2021	7/17/2021	\$0.00
8/5/2021					N			\$447.14
83	CHASE CARD SERVICES / CHASE CARD SERVICES	7/17/2021	N	N				21G2749795.D
GASOLINE						8/11/2021	7/17/2021	\$0.00
8/5/2021					N			\$68.04
84	CHASE CARD SERVICES / CHASE CARD SERVICES	7/17/2021	N	N				21G2749795.E
R&M TRK						8/11/2021	7/17/2021	\$0.00
8/5/2021					N			\$363.85
85	CHASE CARD SERVICES / CHASE CARD SERVICES	7/17/2021	N	N				21G2749795.F
WRK BOOTS						8/11/2021	7/17/2021	\$0.00
8/5/2021					N			\$349.54

3,413.55



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GL Date	Immediate GL Account	Immediate GL Account			Credit Card	CC Reference #	Payment Date	Total Invoice
86	CROWN ACE HARDWARE / CROWN ACE HARDWARE ✓	7/15/2021 ✓	N	N				083255 ✓
SUPPLIES						8/14/2021 ✓	7/15/2021	\$0.00
8/5/2021 ✓					N			\$17.21 ✓
87	DH WATER / D&H WATER SYSTEMS ✓	7/15/2021 ✓	N	N				I 2021-0755 ✓
R&M CHLRN PMPS						8/14/2021 ✓	7/15/2021	\$0.00
8/5/2021 ✓					N			\$4,559.53 ✓
88	EVOQUA / EVOQUA WATER TECH LLC ✓	7/20/2021 ✓	N	N				904991898 ✓
VESSELS A SMITH						8/19/2021 ✓	7/20/2021	\$0.00
8/5/2021 ✓					N			\$5,355.00 ✓
89	EVOQUA / EVOQUA WATER TECH LLC ✓	7/20/2021 ✓	N	N				904991997 ✓
RPLCMT PRTS A SMITH						8/19/2021 ✓	7/20/2021	\$0.00
8/5/2021 ✓					N			\$6,396.04 ✓
90	HACH CO. / HACH COMPANY ✓	7/11/2021 ✓	N	N				12528211 ✓
PM ANALYZERS						7/31/2021 ✓	7/1/2021	\$0.00
8/5/2021 ✓					N			\$9,044.00 ✓
91	MASTER'S / MASTER'S SERVICES (GLACIER) ✓	7/14/2021 ✓	N	N				000000242153 ✓
BTL WTR						8/13/2021 ✓	7/14/2021	\$0.00
8/5/2021 ✓					N			\$62.55 ✓
92	MCMASTER-CARR / MCMASTER-CARR SUPPLY CO ✓	7/8/2021 ✓	N	N				61269933 ✓
STEEL TBL						8/7/2021 ✓	7/8/2021	\$0.00
8/5/2021 ✓					N			\$355.78 ✓
93	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓	7/16/2021 ✓	N	N				012L2628 ✓
PVC PRTS						8/15/2021 ✓	7/16/2021	\$0.00
8/5/2021 ✓					N			\$125.54 ✓
94	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓	7/16/2021 ✓	N	N				012L2629 ✓
PVC PRTS						8/15/2021 ✓	7/16/2021	\$0.00
8/5/2021 ✓					N			\$467.39 ✓
95	MERIT OIL / MERIT OIL COMPANY ✓	7/7/2021 ✓	N	N				654750 ✓
GASOLINE						7/22/2021 ✓	7/7/2021	\$0.00
8/5/2021 ✓					N			\$917.66 ✓
96	MERIT OIL / MERIT OIL COMPANY ✓	7/15/2021 ✓	N	N				655970 ✓
GASOLINE						7/30/2021 ✓	7/15/2021	\$0.00
8/5/2021 ✓					N			\$1,814.56 ✓
97	MERIT OIL / MERIT OIL COMPANY ✓	7/16/2021 ✓	N	N				656841 ✓
DIESEL FUEL						7/31/2021 ✓	7/16/2021	\$0.00
8/5/2021 ✓					N			\$175.54 ✓
98	MORTON SALT / MORTON SALT, INC. ✓	7/14/2021 ✓	N	N				5402364048 ✓
SALT						8/13/2021 ✓	7/14/2021	\$0.00
8/5/2021 ✓					N			\$3,716.13 ✓
99	PUROLITE / PUROLITE CORPORATION ✓	6/18/2021 ✓	N	N				252252 ✓
N03 BEAD RPLCMT						7/18/2021 ✓	6/18/2021	\$0.00
8/5/2021 ✓					N			\$342,998.00 ✓
100	RIVERSIDE CNTY DEPT ENVIRONMENTAL / RIVERSIE ✓	7/9/2021 ✓	N	N				IN0420590 ✓
PERMIT 5245 34TH						8/8/2021 ✓	7/9/2021	\$0.00
8/5/2021 ✓					N			\$900.00 ✓
101	RIVERSIDE CNTY DEPT ENVIRONMENTAL / RIVERSIE ✓	7/9/2021 ✓	N	N				IN0420597 ✓
PERMIT 5248 RVRVW						8/8/2021 ✓	7/9/2021	\$0.00
8/5/2021 ✓					N			\$900.00 ✓
102	SCE / SCE ✓	7/20/2021 ✓	N	N				21G700136714571 ✓
SWR PMP ENRGY						8/9/2021	7/20/2021	\$0.00
8/5/2021 ✓					N			\$3,270.54 ✓

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PO Number		Immediate GL Account	GL Account		Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
103	SCE / SCE ✓	7/20/2021 ✓	N	N				21G700179651118 ✓
SWR PMP ENRGY						8/9/2021 ✓	7/20/2021	\$0.00
8/5/2021 ✓					N			\$519.55 ✓
104	SCE / SCE ✓	7/9/2021 ✓	N	N				21G700456862263.A ✓
WTR PMP ENRGY						7/29/2021 ✓	7/9/2021	\$0.00
8/5/2021 ✓					N			\$2,001.49 ✓
105	SCE / SCE ✓	7/9/2021 ✓	N	N				21G700456862263.B ✓
FLD OFC UTLTY						7/29/2021 ✓	7/9/2021	\$0.00
8/5/2021 ✓					N			\$123.61 ✓
106	SCE / SCE ✓	7/19/2021 ✓	N	N				21G700044576190 ✓
SWR PMP ENRGY						8/9/2021 ✓	7/19/2021	\$0.00
8/5/2021 ✓					N			\$940.85 ✓
107	SCE / SCE ✓	7/19/2021 ✓	N	N				21G700158802582 ✓
WTR PMP ENRGY						8/9/2021 ✓	7/19/2021	\$0.00
8/5/2021 ✓					N			\$1,296.98 ✓
108	SCE / SCE ✓	7/20/2021 ✓	N	N				21G700158802582.A ✓
WTR PMP ENRGY						8/9/2021	7/20/2021	\$0.00
8/5/2021 ✓					N			\$1,254.43 ✓
109	SOCAL TRUCK / SOCAL TRUCKWORKS ✓	7/16/2021 ✓	N	N				10880 ✓
R&M TRK						8/15/2021 ✓	7/16/2021	\$0.00
8/5/2021 ✓					N			\$82.92 ✓
110	SOCAL TRUCK / SOCAL TRUCKWORKS ✓	7/20/2021 ✓	N	N				10890 ✓
R&M TRK						8/19/2021 ✓	7/20/2021	\$0.00
8/5/2021 ✓					N			\$72.58 ✓
111	UPS / UNITED PARCEL SERVICE ✓	7/17/2021 ✓	N	N				0000F908W2291 ✓
POSTAGE						8/16/2021 ✓	7/17/2021	\$0.00
8/5/2021 ✓					N			\$14.90 ✓
112	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI ✓	6/26/2021 ✓	N	N				212351 ✓
AGUA/ HYDRCL MOD						7/26/2021 ✓	6/26/2021	\$0.00
8/5/2021 ✓					N			\$1,366.00 ✓
113	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI ✓	6/26/2021 ✓	N	N				212331 ✓
UWMP/MSTR PLNS						7/26/2021 ✓	6/26/2021	\$0.00
8/5/2021 ✓					N			\$29,489.30 ✓
114	BLAIS / BLAIS & ASSOCIATES, LLC ✓	7/9/2021 ✓	N	N				062021RCS01 ✓
GRNT CNSLT						8/8/2021 ✓	7/9/2021	\$0.00
8/5/2021 ✓					N			\$26.25 ✓
115	J THAYER / J THAYER COMPANY, INC ✓	7/16/2021 ✓	N	N				1536413-0 ✓
SUPPLIES						8/15/2021 ✓	7/16/2021	\$0.00
8/5/2021 ✓					N			\$337.95 ✓
116	KRIEGER & STEWART / KRIEGER & STEWART, INC. ✓	6/28/2021 ✓	N	N				45709 ✓
WTR CNSLT						7/28/2021 ✓	6/28/2021	\$0.00
8/5/2021 ✓					N			\$10,814.50 ✓
117	KRIEGER & STEWART / KRIEGER & STEWART, INC. ✓	6/28/2021 ✓	N	N				45710 ✓
WSTEWTR CNSLT						7/28/2021 ✓	6/28/2021	\$0.00
8/5/2021 ✓					N			\$193.00 ✓
118	KRIEGER & STEWART / KRIEGER & STEWART, INC. ✓	6/28/2021 ✓	N	N				45711 ✓
PRETRTMT						7/28/2021 ✓	6/28/2021	\$0.00
8/5/2021 ✓					N			\$4,928.75 ✓
119	KRIEGER & STEWART / KRIEGER & STEWART, INC. ✓	6/28/2021 ✓	N	N				45712 ✓
COMMRCE PK WTR/SWR						7/28/2021 ✓	6/28/2021	\$0.00
8/5/2021 ✓					N			\$1,377.00 ✓

*42,135.10*



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PO Number		Inv Date	Immediate GL Account	Check #	Check #	Due Date	Discount Date	Discount
GL Date		Immediate GL Account		Credit Card	CC Reference #		Payment Date	Total Invoice
137	RIVERSIDE CITY / RIVERSIDE CITY ✓	6/30/2021 ✓	N	N		7/30/2021 ✓	6/30/2021	00261127.A ✓
MAY TRTMT								\$0.00
8/5/2021 ✓					N			\$112,338.21 ✓
138	RIVERSIDE CITY / RIVERSIDE CITY ✓	6/30/2021 ✓	N	N		7/30/2021 ✓	6/30/2021	00261127.B ✓
MAY SRCHG								\$0.00
8/5/2021 ✓					N			\$17,513.47 ✓
139	RIVERSIDE CITY / RIVERSIDE CITY ✓	6/30/2021 ✓	N	N		7/30/2021 ✓	6/30/2021	00261191.A ✓
JUNE TRTMT								\$0.00
8/5/2021 ✓					N			\$108,773.61 ✓
140	RIVERSIDE CITY / RIVERSIDE CITY ✓	6/30/2021 ✓	N	N		7/30/2021 ✓	6/30/2021	00261191.B ✓
JUNE SRCHG								\$0.00
8/5/2021 ✓					N			\$20,880.56 ✓
141	TKE ENGINEERING / TKE ENGINEERING, INC. ✓	7/15/2021 ✓	N	N		8/14/2021 ✓	7/15/2021	2021-582 ✓
A SMITH VESSELS								\$0.00
8/5/2021 ✓					N			\$225.00 ✓
142	TKE ENGINEERING / TKE ENGINEERING, INC. ✓	7/15/2021 ✓	N	N		8/14/2021 ✓	7/15/2021	2021-583 ✓
HIGHLND/SHDW PK SWR								\$0.00
8/5/2021 ✓					N			\$2,285.00 ✓
143	TKE ENGINEERING / TKE ENGINEERING, INC. ✓	7/15/2021 ✓	N	N		8/14/2021 ✓	7/15/2021	2021-584 ✓
ANNEXATIONS								\$0.00
8/5/2021 ✓					N			\$1,522.50 ✓
144	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	7/21/2021 ✓	N	N		8/20/2021 ✓	7/21/2021	CG11652-0267 ✓
WTR ANALYSES								\$0.00
8/5/2021 ✓					N			\$36.00 ✓
145	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	7/21/2021 ✓	N	N		8/20/2021 ✓	7/21/2021	CG11653-0267 ✓
WTR ANALYSES								\$0.00
8/5/2021 ✓					N			\$75.00 ✓
146	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	7/21/2021 ✓	N	N		8/20/2021 ✓	7/21/2021	CG11654-0267 ✓
WTR ANALYSES								\$0.00
8/5/2021 ✓					N			\$187.70 ✓
147	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	7/21/2021 ✓	N	N		8/20/2021 ✓	7/21/2021	CG11655-0267 ✓
LAB FEES								\$0.00
8/5/2021 ✓					N			\$178.50 ✓
148	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	7/21/2021 ✓	N	N		8/20/2021 ✓	7/21/2021	CG11656-0267 ✓
WTR ANALYSES								\$0.00
8/5/2021 ✓					N			\$129.00 ✓
149	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	7/21/2021 ✓	N	N		8/20/2021 ✓	7/21/2021	CG11657-0267 ✓
WTR ANALYSES								\$0.00
8/5/2021 ✓					N			\$189.00 ✓
150	BPS B'S POOL SUPPLIES / B.P.S. B's POOL SUPPLIES ✓	7/21/2021 ✓	N	N		8/20/2021 ✓	7/21/2021	109340 ✓
SODIUM HYPO								\$0.00
8/5/2021 ✓					N			\$2,349.60 ✓
151	CROWN ACE HARDWARE / CROWN ACE HARDWARE ✓	7/21/2021 ✓	N	N		8/20/2021 ✓	7/21/2021	083281 ✓
BATTERIES								\$0.00
8/5/2021 ✓					N			\$15.07 ✓
152	HACH CO. / HACH COMPANY ✓	7/21/2021 ✓	N	N		8/20/2021 ✓	7/21/2021	12555173 ✓
CHEMICALS								\$0.00
8/5/2021 ✓					N			\$740.61 ✓
153	HACH CO. / HACH COMPANY ✓	7/22/2021 ✓	N	N		8/21/2021 ✓	7/22/2021	12556511 ✓
SUPPLIES								\$0.00
8/5/2021 ✓					N			\$97.20 ✓

*\$129,851.68*

*\$129,654.17*

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PO Number		Immediate GL Account	Immediate GL Account		Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
154	KH METALS / KH METALS & SUPPLY ✓	7/20/2021 ✓	N	N				0570671-IN ✓
PARTS						8/19/2021 ✓	7/20/2021	\$0.00
8/5/2021 ✓					N			\$24.34 ✓
155	LEGEND PUMP / LEGEND PUMP & WELL ✓	7/20/2021 ✓	N	N				56928 ✓
#18 RPLCMT PMP LABOR						8/19/2021 ✓	7/20/2021	\$0.00
8/5/2021 ✓					N			\$8,275.00 ✓
156	R&D MECHANICAL / R&D MECHANICAL SUPPLY, INC ✓	7/13/2021 ✓	N	N				11005040 ✓
PARTS						8/12/2021 ✓	7/13/2021	\$0.00
8/5/2021 ✓					N			\$195.75 ✓
157	R&D MECHANICAL / R&D MECHANICAL SUPPLY, INC ✓	7/20/2021 ✓	N	N				11005045 ✓
STOCK						8/19/2021 ✓	7/20/2021	\$0.00
8/5/2021 ✓					N			\$2,327.25 ✓
158	SOCAL TRUCK / SOCAL TRUCKWORKS ✓	7/21/2021 ✓	N	N				10898 ✓
R&M JEEP						8/20/2021 ✓	7/21/2021	\$0.00
8/5/2021 ✓					N			\$78.51 ✓
159	SOCAL TRUCK / SOCAL TRUCKWORKS ✓	7/26/2021 ✓	N	N				10914 ✓
R&M TRK						8/25/2021 ✓	7/26/2021	\$0.00
8/5/2021 ✓					N			\$295.17 ✓
160	THERMAL COOL / THERMAL-COOL, INC. ✓	7/16/2021 ✓	N	N				WO-0018849 ✓
A/C RPR						8/15/2021 ✓	7/16/2021	\$0.00
8/5/2021 ✓					N			\$186.84 ✓
161	DURNEY DON / DURNEY, DON ✓	7/28/2021 ✓	N	N				20210728 ✓
GRDNG/WEED ABATE						8/27/2021 ✓	7/28/2021	\$0.00
8/5/2021 ✓					N			\$447.50 ✓
162	HARPER BURNS LLP / HARPER & BURNS LLP ✓	8/1/2021 ✓	N	N				20210801.A ✓
JULY LGL SVC						8/31/2021 ✓	8/1/2021	\$0.00
8/5/2021 ✓					N			\$2,030.00 ✓
163	HARPER BURNS LLP / HARPER & BURNS LLP ✓	8/1/2021 ✓	N	N				20210801.B ✓
CITY RVSD LITGN						8/31/2021 ✓	8/1/2021	\$0.00
8/5/2021 ✓					N			\$1,000.25 ✓
164	JADTEC SECURITY / JADTEC SECURITY SVCS, INC. ✓	8/1/2021 ✓	N	N				2246020 ✓
MAIN OFC MONITRNG						8/11/2021 ✓	8/1/2021	\$0.00
8/5/2021 ✓					N			\$53.85 ✓
165	LILLESTRAND / LILLESTRAND LEADERSHIP CONSUL ✓	7/15/2021 ✓	N	N				7476 ✓
CNSLTG SVCS						8/14/2021 ✓	7/15/2021	\$0.00
8/5/2021 ✓					N			\$1,810.00 ✓
166	MASTER'S / MASTER'S SERVICES (GLACIER) ✓	7/28/2021 ✓	N	N				0000000254387 ✓
BTL WTR						8/27/2021 ✓	7/28/2021	\$0.00
8/5/2021 ✓					N			\$76.45 ✓
167	RELIABLE / RELIABLE WORKPLACE SOLUTIONS ✓	7/23/2021 ✓	N	N				AR102027 ✓
COPIER USG						8/22/2021 ✓	7/23/2021	\$0.00
8/5/2021 ✓					N			\$432.10 ✓
168	RELIABLE / RELIABLE WORKPLACE SOLUTIONS ✓	7/23/2021 ✓	N	N				AR102028 ✓
PRNTR USG						8/22/2021 ✓	7/23/2021	\$0.00
8/5/2021 ✓					N			\$18.25 ✓
169	RELIABLE / RELIABLE WORKPLACE SOLUTIONS ✓	7/23/2021 ✓	N	N				AR102029 ✓
COPIER USG						8/22/2021 ✓	7/23/2021	\$0.00
8/5/2021 ✓					N			\$1.01 ✓
170	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	7/29/2021 ✓	N	N				0708_072821.A ✓
COMM TRSH 7/8-7/28						8/28/2021 ✓	7/29/2021	\$0.00
8/5/2021 ✓					N			\$50,052.70 ✓

*\$3,030.25*

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PO Number		Inv Date	Immediate GL Account	Immediate	Check #	Due Date	Discount Date	Discount
GL Date		Immediate GL Account			Credit Card	CC Reference #	Payment Date	Total Invoice
171	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	7/29/2021 ✓	N	N		8/28/2021	7/29/2021	0708_072821.B ✓
RES TRSH 7/8-7/28								\$0.00
8/5/2021 ✓					N			\$142,235.02 ✓
172	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	7/29/2021 ✓	N	N		8/28/2021	7/29/2021	0708_072821.C ✓
RCSD SHR COMM								\$0.00
8/5/2021 ✓					N			(\$5,005.27) ✓
173	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	7/29/2021 ✓	N	N		8/28/2021	7/29/2021	0708_072821.D ✓
RCSD SHR RES								\$0.00
8/5/2021 ✓					N			(\$1,187.24) ✓
174	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	7/29/2021 ✓	N	N		8/28/2021	7/29/2021	0708_072821.E ✓
BILLING FEE								\$0.00
8/5/2021 ✓					N			(\$3,000.00) ✓
175	UPS / UNITED PARCEL SERVICE ✓	7/24/2021 ✓	N	N		8/23/2021 ✓	7/24/2021	0000F908W2301 ✓
POSTAGE								\$0.00
8/5/2021 ✓					N			\$18.23 ✓
176	AQUA METRIC SALES / AQUA METRIC SALES CO ✓	7/27/2021 ✓	N	N		8/26/2021 ✓	7/27/2021	INV0083773 ✓
IPERL CABLES								\$0.00
8/5/2021 ✓					N			\$526.04 ✓
177	BUSINESS / BUSINESS TELECOMMUNICATION SYSTI ✓	7/27/2021 ✓	N	N		8/26/2021 ✓	7/27/2021	17815 ✓
POE INJECTOR								\$0.00
8/5/2021 ✓					N			\$60.26 ✓
178	COLE EQUIPMENT / COLE EQUIPMENT INC. ✓	7/23/2021 ✓	N	N		8/22/2021 ✓	7/23/2021	36714 ✓
FORK LIFT RNTL								\$0.00
8/5/2021 ✓					N			\$813.84 ✓
179	CROWN ACE HARDWARE / CROWN ACE HARDWARE ✓	7/27/2021 ✓	N	N		8/26/2021 ✓	7/27/2021	083317 ✓
CHEMICALS								\$0.00
8/5/2021 ✓					N			\$17.23 ✓
180	HACH CO. / HACH COMPANY ✓	7/26/2021 ✓	N	N		8/25/2021 ✓	7/26/2021	12560804 ✓
CHEMIICALS								\$0.00
8/5/2021 ✓					N			\$156.01 ✓
181	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓	7/27/2021 ✓	N	N		8/26/2021 ✓	7/27/2021	012L2832 ✓
VALVE ASSY								\$0.00
8/5/2021 ✓					N			\$903.47 ✓
182	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓	7/27/2021 ✓	N	N		8/26/2021 ✓	7/27/2021	012L2833 ✓
PVC PARTS WELLS								\$0.00
8/5/2021 ✓					N			\$457.61 ✓
183	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓	7/28/2021 ✓	N	N		8/27/2021 ✓	7/28/2021	012L2862 ✓
PVC PARTS								\$0.00
8/5/2021 ✓					N			\$366.58 ✓
184	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓	7/28/2021 ✓	N	N		8/27/2021 ✓	7/28/2021	012L2863 ✓
BALL VALVES								\$0.00
8/5/2021 ✓					N			\$832.53 ✓
185	MORTON SALT / MORTON SALT, INC. ✓	7/27/2021 ✓	N	N		8/26/2021 ✓	7/27/2021	5402371127 ✓
SALT								\$0.00
8/5/2021 ✓					N			\$3,565.38 ✓
186	SOCAL TRUCK / SOCAL TRUCKWORKS ✓	7/23/2021 ✓	N	N		8/22/2021 ✓	7/23/2021	10907 ✓
R&M TRK								\$0.00
8/5/2021 ✓					N			\$96.23 ✓

\$133,095.21

Grand Totals

Total Direct Expense:	\$1,142,971.43
Total Direct Expense Adj:	(\$9,192.51) ①
Total Non-Electronic Transactions:	\$1,133,778.92 ②

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

Report Summary

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

End  
 End

① \$9,192.51	② \$1,133,778.92
9,192.51 Tri-Co	1,134,043.82
<u>0.00</u>	<u>271.00</u>

PR 7/23/21 270.00 LiU no 777  
0.00

*JMS*  
 8/2/21

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



## 7. CORRESPONDENCE AND RELATED INFORMATION

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

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

9. CONSIDER RESOLUTION NO. 2021-880, A RESOLUTION RESCINDING  
RESOLUTION NO. 2018-840

**DM 2021-50**

# Rubidoux Community Services District

## Board of Directors

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

**General Manager**  
Jeffrey D. Sims



---

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

**DIRECTORS MEMORANDUM 2021-50**

August 5, 2021

**To:**            Rubidoux Community Services District  
                    Board of Directors

**Subject:**     Consider Resolution No. 2021-880, a Resolution Rescinding Resolution No. 2018-840

## **BACKGROUND:**

At the Rubidoux Community Services District ("District") Board Meeting on July 15, 2021, the Board discussed Resolution No. 2018-840, attached, which formalized the twenty-five year plus District practice of canceling the first regular Board Meeting of the months of January and July each year. After discussion the Board directed staff to take appropriate steps to rescind Resolution No. 2018-840 so the first regular Board Meetings of January and July each year are scheduled and held.

The Board made this decision based on the successful year-long plus experience conducting various Board and Committee Meetings via Zoom. Technology has enabled more flexibility for staff, Board Members, and the Public to attend meetings remotely thereby reducing meetings being canceled due to lack of quorum.

Attached for the Boards consideration is Resolution No. 2021-880 which rescinds Resolution No. 2018-840.

If Resolution No. 2021-880 is adopted the regular Board Meetings on the first Thursday of the months of January and July each year will be scheduled except for those years where the regular Board Meeting falls directly on the date a District recognized Holiday as outlined in the then current Memorandum of Understanding Between Rubidoux Community Services District And Laborers' International Union of North America, Local 777.

**RECOMMENDATION:**

Staff recommends the Board of Directors consider adopting Resolution No. 2021-880.

Respectfully,



JEFFREY D. SIMS, P. E.  
General Manager

Attach:

1. Resolution No. 2018-840
2. Resolution No. 2021-880

**RESOLUTION No. 2018-840**

**A RESOLUTION OF THE BOARD OF DIRECTORS THAT CANCELS CERTAIN  
REGULAR MEETINGS OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT**

**WHEREAS**, On November 24, 1952, the Rubidoux Community Services District was duly organized pursuant to California Government Code Section 61,000 et. seq. as the State of California's first Community Service District; and,

**WHEREAS**, the governance (Board of Directors) has from time to time amended regular Board meeting days and times; and,

**WHEREAS**, the Rubidoux Community Services District meeting on the first and third Thursdays of each month at 4:00 PM; and,

**WHEREAS**, the first Thursday Board meeting of the months of January and July typically conflicts with the January 1 and July 4, National Holidays; and,

**WHEREAS**, the above holidays conflict make Agendizing, posting of Agendas, preparation of salaries, expenses and transfers, and Board quorum challenging; and,

**WHEREAS**, at May 3, 2018, regular Board meeting the Board Members authorized Staff to prepare a resolution that cancels the first January and July Board meetings; and,

**NOW, THEREFORE**, the Board of Directors of the Rubidoux Community Services District Does Hereby Resolve, Determine and Order as Follows;

1. Cancellation of the first Thursday of the months regular Board Meetings scheduled in the months of January and July to avoid the January 1 and July 4<sup>th</sup> National Holiday conflicts; and,
2. The adoption of Resolution No. 2018-840 shall be in effect on this day May 17, 2018; and,
3. Resolution No. 2018-840 maybe rescinded in its entirety or as portion by resolution as determined by the Board of Directors.

**BE IT FURTHER RESOLVED** this resolution was approved and adopted on this day 17<sup>th</sup>, of May, 2018, at the regular meeting of the Board of Directors of the Rubidoux Community Services District by the following vote:

**AYES:** Hank Trueba Jr.; Armando Muniz; Christopher Barajas

**NOES:** Bernard Murphy; F. Forest Trowbridge

**ABSENT:** none


**ABSTENTIONS:** none



\_\_\_\_\_  
Bernard Murphy, President

(SEAL)

**ATTEST:**



\_\_\_\_\_  
David D. Lopez, Secretary to the Board

**APPROVED AS TO FORM AND CONTENT:**



\_\_\_\_\_  
John R. Harper, District Counsel

## RESOLUTION No. 2021-880

### A RESOLUTION OF THE BOARD OF DIRECTORS RESCINDING RESOLUTION NO. 2018-840 AND REINSTATING SCHEDULING AND CONDUCTING CERTAIN REGULAR BOARD MEETINGS OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT

**WHEREAS**, On November 24, 1952, the Rubidoux Community Services District was duly organized pursuant to California Government Code Section 61,000 et. seq. as the State of California's first Community Service District; and,

**WHEREAS**, the governance (Board of Directors) has from time to time amended regular Board meeting days and times; and,

**WHEREAS**, the Rubidoux Community Services District regular Board Meetings are on the first and third Thursdays of each month at 4:00 PM; and,

**WHEREAS**, at the May 17, 2018 Board Meeting the Board of Directors adopted Resolution No. 2018-840 canceling the regular Board Meetings scheduled for the first Thursday in the months of January and July to avoid January 1 and July 4 National Holiday conflicts; and,

**WHEREAS**, at its July 15, 2021 Board Meeting the Board of Directors determined technology advances such as computer video conferencing applications enhance remote attendance and reduce the risk of meeting cancellations due to lack of quorum from conflicts with January 1 and July 4 National Holidays; and,

**WHEREAS**, Section 3 of Resolution No. 2018-840 indicates it can be rescinded in its entirety or portion by resolution as determined by the Board of Directors; and,

**WHEREAS**, at its July 15, 2021 Board Meeting the Board of Directors directed staff to prepare a resolution that rescinds Resolution No. 2018-840 and thereby ends the practice of canceling the first regular Board Meeting of January and July each year.

**NOW, THEREFORE**, the Board of Directors of the Rubidoux Community Services District Does Hereby Resolve, Determine and Order as Follows;

1. Resolution No. 2018-840 is rescinded.
2. Regular Board Meetings on the first Thursday of the months of January and July will be scheduled and conducted unless the actual date of the meeting conflicts with actual date of a District recognized Holiday as outlined in the then current Memorandum of Understanding Between



Rubidoux Community Services District and Laborers' International Union of North America, Local 77.

3. The adoption of Resolution No. 2021-880 shall be in effect on this 5<sup>th</sup> day of August 2021.
4. Resolution No. 2021-880 maybe rescinded in its entirety or portion by adopted resolution as determined by the Board of Directors.

**BE IT FURTHER RESOLVED** this Resolution No. 2021-880 was approved and adopted on this day 5<sup>th</sup>, of August, 2021, at the regular meeting of the Board of Directors of the Rubidoux Community Services District by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTENTIONS:**

\_\_\_\_\_  
John Skerbelis, President

**(SEAL)**

**ATTEST:**

\_\_\_\_\_  
Jeffrey D. Sims, Secretary to the Board

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
John R. Harper, District Counsel

10. CONSIDER PROFESSIONAL SERVICE TASK ORDER WITH BLAIS AND ASSOCIATES FOR PREPARATION OF NOTICE OF INTEREST – CalOES HAZARD MITIGATION PLAN:

**DM 2021-51**

# Rubidoux Community Services District

## Board of Directors

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

**General Manager**  
Jeffrey D. Sims



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

**DIRECTORS MEMORANDUM 2021-51**

August 5, 2021

**To:** Rubidoux Community Services District  
Board of Directors

**Subject:** Consider Professional Services Task Order with Blais & Associates for Preparation of Notice of Interest – CalOES Hazard Mitigation Grant Program

## **BACKGROUND:**

The Disaster Mitigation and Cost Reduction Act of 2000 signed into law October 30, 2000 by President Clinton placed a requirement all public jurisdictions to be covered by a Local Hazard Mitigation Plan (“LHMP”). The Rubidoux Community Services District (“District”) complied with this requirement in 2010 by submitting a Letter of Commitment to join the Riverside County Multi-Jurisdictional Local Hazard Mitigation Plan to the California Office of Emergency Services. Based on the Letter of Commitment, the District on September 17, 2015 adopted Resolution No. 2015-823 recognizing the District’s LHMP Annex Document dated May 2012. The District LHMP Annex Document has not been updated since.

California Office of Emergency Services (“CalOES”) administers a Hazard Mitigation Grant Program. A minimum requirement to be competitive for funding under this program is to have an appropriate and current LHMP. The District submitted a grant application to CalOES in calendar year 2020 seeking funding (\$3.5 million) for refurbishment/upgrade of the District’s water reservoirs to meet current seismic codes. That application was denied in part due to status of the District’s current LHMP.

To assist entities that do not have a LHMP or have one that needs to be updated, CalOES offers funding for LHMP development. Maximum grant potential is \$150,000, with a local match of 25%. Development of a LHMP for the District will likely cost approximately \$150,000 to \$200,000.

Staff has contacted with Blais & Associates, a professional grant writing consultant, to provide the District with a proposal to prepare a Notice of Interest (“NOI”) in seeking CalOES funding under its Hazard

Mitigation Grant Program. The proposal total is \$1,260.00. If the NOI is successful, the District will be asked to submit a full application for the funding. There will be additional fees for Blais & Associates for preparation of the full application if the NOI is successful.

Blais & Associates has assisted the District on several funding applications over the past year, and successfully landed a \$300,000 grant from the state for power generators. With past preparation of the applications, Blais already has significant background on the District enabling them to have a modest fee proposal to assist the District with this application.

**RECOMMENDATION:**

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

1. Execute Task Order No. 4 with Blais & Associates in the amount of \$1,260 to prepare a NOI for CalOES funding under the Hazard Mitigation Grant Program using budgeted funds in the approved FY 2021/22 Water Fund Budget – Operating Expenses, Line 41.

Respectfully,



JEFFREY D. SIMS, P. E.  
General Manager

Attach:

1. Blais & Associates Grant Development Quote dated July 20, 2021
2. RCSD Task Order No. 4

Quote prepared by:  
 Andrea Owen  
 949-525-5674  
 aowen@blaisassoc.com



7545 Irvine Center Dr.  
 Irvine Business Ctr., Ste. 200  
 Irvine, CA 92618  
 www.blaisassoc.com

### Grant Development Quote

Client Name	Rubidoux Community Services District		
Client Contact #1	Jeff Sims, General Manager		
Client Contact #2			
Grant Program / Proposal	CalOES Hazard Mitigation Grant Program (HMGP)		
Proposal Due	NOI Ongoing		
Project Name (if known)	Local Hazard Mitigation Plan (LHMP) Development		
Date Prepared	July 20, 2021		
Grant/Revenue Potential	\$150,000		
Grant Development Cost	\$1,260.00		
Cost to Develop Grant as % of Revenue Potential	0.84%		
Hourly Rate	\$105		
	<b>Activity</b>	<b>NOI</b>	<b>Total Cost</b>
	Review NOI application materials; prepare for and lead kick-off conference call with Client; create NOI Word Template. Assist with CalOES account registration in FEMA GO.	3	\$ 315.00
	Complete NOI form. Questions with significant detail required within NOI include: 1) Problem Statement; 2) Solution Description; 3) Benefit Cost Analysis (qualitative analysis of documented history of damage and extent of current risk of hazard); 4) Budget; and 5) LHMP information.	6	\$ 630.00
	Provide 80% draft and 100% final to client for review. Incorporate client feedback and comments. Submit application via "Submit NOI" button at bottom of NOI Form.	3	\$ 315.00
		12	\$ 1,260.00
	<b>Total Labor Cost Per Application</b>	<b>\$ 1,260.00</b>	<b>\$ 1,260.00</b>
	<b>Direct Costs (charged at cost, no mark-up)</b>		
	Final Files (via link)	\$ -	\$ -
	Reproduction (not applicable)	\$ -	\$ -
	Postage or Courier Services, if needed	\$ -	\$ -
	<b>SUBTOTAL Direct Costs Per Application</b>	<b>\$ -</b>	<b>\$ -</b>
	<b>Grand Total</b>	<b>\$ 1,260.00</b>	<b>\$ 1,260.00</b>

Work performed by B&A that is outside of the scope of this estimate will be billed at \$105 per hour.  
 Please see "notes and assumptions."

<b>Notes and Assumptions</b>
1) CALOES Portal does not support Internet Explorer. Must use Chrome or Microsoft Edge.
2) Local match is 25%.
3) Performance Period: must be completed within 36 months.

Please note that this quote is an estimate for services based on current conditions and understandings. Many factors often change during the development of a grant application that may or may not increase the amount of labor and materials necessary to perform the services successfully. If during the course of work, B&A believes the work is taking longer than originally estimated, B&A will immediately notify the contract point of contact and either mutually agree to a change order or discuss alternatives. Additionally, B&A only charges for actual work performed. The total cost to perform the tasks may be less than quoted herein.

\_\_\_\_\_  
 Signature Approving Costs and Authorizing Notice to Proceed

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name

Rubidoux Community Services District  
3590 Rubidoux Blvd.  
P. O. Box 3098  
Jurupa Valley, CA 92519-3098

ORIGINATION DATE August 5, 2021  
CONSULTANT TASK ORDER NO. 4  
CONTRACT NO. RCSD 2020 - 4  
PROJECT MANAGER Jeff Sims

Consultant's Name: Blais and Associates  
Address: 7545 Irvine Center Drive, Ste 200  
City, Zip: Irvine, CA 92618  
Office Phone: 949.525.5674

This Job: \$1,260.00  
Liaison's Name: Robin Smith  
Liaison's Phone: 949.525.5674  
FAX #: \_\_\_\_\_

Project Name: CalOES Hazard Mitigation Plan (LHMP) Development

Description: Prepare Notice of Intent to apply for grant funding under CalOES Local Hazard Mitigation Grant Program to prepare a Local Hazard Mitigation Plan for RCSD

The Task(s) to be performed, time of performance and not to exceed compensation shall be as described in Exhibit "A" attached hereto and made a part hereof and shall be performed in accordance with the "Master Agreement" dated April 9, 2020. Consultant certifies that as of the date of execution of this Task Order all insurance is as stated in the Master Agreement and will be maintained in good standing for the term of this Task Order. ***If the offer described by this Task Order has not been signed and returned within 30 days, the offer may be withdrawn by Rubidoux without notification and the Task Order document shall be voided.***

**Rubidoux Community Services District:**

**Blais & Associates**

By: \_\_\_\_\_  
NAME TYPED: Jeff Sims  
TITLE: General Manager  
DATE: \_\_\_\_\_

By: \_\_\_\_\_  
NAME TYPED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

REVIEWED:

By: \_\_\_\_\_  
NAME TYPED: Brian Laddusaw  
TITLE: Director of Finance and Administration  
DATE: \_\_\_\_\_

**EXHIBIT A**

**TASK ORDER NO. 4**

**CONTRACT NO. 2020 – 4**

**Consultant: Blais and & Associates**

**TASK(S) TO BE PERFORMED:** Per Grant Development Quote dated July 20, 2021 attached as Attachment 1

**TIME OF PERFORMANCE:**

The assigned tasks shall be completed by: September 30, 2021

**COMPENSATION:**

Compensation shall not exceed \$ 1,260.00 without prior authorization and shall be invoiced for actual hours worked.

11. CONSIDER RESOLUTION 2021-881 AND JOINT COMMUNITY FACILITIES  
AGREEMENT WITH JURUPA UNIFIED SCHOOL DISTRICT FOR  
COMMUNITY SERVICES DISTRICT NO 20:

**DM 2021-52**



# Rubidoux Community Services District

## Board of Directors

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

**General Manager**  
Jeffrey D. Sims



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

**DIRECTORS MEMORANDUM 2021-52**

August 5, 2021

**To:** Rubidoux Community Services District  
Board of Directors

**Subject:** Consider Resolution 2021-881, a Resolution approving Joint Community Facilities Agreement With Jurupa Unified School District For Community Services District No. 20

## **BACKGROUND:**

A tool used by developers to finance various project costs are Community Facility Districts ("CFD"). This tool became available with passage of the Mello-Roos Facilities Act of 1982. The Mello-Roos Facilities Act enables a Public Agency to issue bonds to finance costs a development project will incur benefiting the public. The Public Agency taking the lead can through Joint Community Facilities Agreements ("JCFA") include eligible costs of other public entities into the overall bond financing provided the Public Agency taking the lead on issuance bonds receives the largest share of net bond proceeds.

Jurupa Unified School District ("JUSD") was approached by the Developers of Tract 36947 and Tract 32721 with a request for JUSD to act as the Lead Agency in the formation of a CFD to finance various development costs associated with Tract 36974 and Tract 32721. Tract 36974 proposes 184 dwelling units and Tract 32721 proposes 20 dwelling units. Together these two tracts will have 204 dwelling units ("Project"). JUSD has agreed to act as Lease Agency in the formation of JUSD CFD No. 20 and will receive the largest share of net bond proceeds to pay for eligible school district costs associated with the Project.

The developers of the Project desire Rubidoux Community Services District ("District") to enter into a Joint Community Facilities Agreement with JUSD to include costs associated with District Facilities with JUSD CFD No. 20. Using current District water and sewer capacity fees, the Project will be required to pay \$1,387,200 in water capacity fees, and \$1,060,800 in sewer capacity fees for 204 dwelling units. This totals \$2,448,000. The CFD may also pay for the District Fire Mitigation Fee currently \$815 per dwelling unit,

meter install charges currently \$500 per dwelling unit, and water and sewer improvements totaling \$2,957,053. Attached is “Joint Community Facilities Agreement By And Among Jurupa Unified School District, Rubidoux Community Services District, Highpointe Emerald Ridge, LLC And HP-SA ER, LLC With Respect To Community Services District No. 20” (“JCFA”). The JCFA provides in part the following:

1. JUSD CFD No. 20 maximum bonded indebtedness will be in an amount not to exceed \$15,000,000.
2. District Fees eligible to be financed include:
 

a.	Water Capacity Fees (3/4” Meters) for 204 dwelling units	\$1,387,200
b.	Sewer Capacity Fees for 204 dwelling units	\$1,060,800
c.	Fire Mitigation Fee for 204 dwelling units	\$ 166,260
d.	Water Meter Charges for 204 dwelling units	\$ 102,000
e.	Water and sewer improvements	\$ 240,793
Total		\$2,957,053
3. Developer can elect to advance the value of eligible District Facilities in lieu of payment of District Fees and seek reimbursement from JUSD CFD No. 20 once bond proceeds are available. As a note, the District and the developer have discussed the District requirement for construction of an offsite sewer pipeline in Avalon Street from Raye Street to just north of S. R. 60 (“Avalon Sewer”). This proposed pipeline was designed by the District and will be included within the District’s Sewer Master Plan update. The current District Sewer Master Plan prepared in 2015 does not include the Avalon Sewer. However, the District is in process of updating its Sewer Master Plan with the Avalon Sewer included and anticipate its approval during Fall 2021. Once the updated Sewer Master Plan is approved by the District Board of Directors it will be used as the Fee Nexus Study to support updated Sewer Capacity Fees. Once updated Sewer Capacity Fees are approved by the Board of Directors after public notice and protest hearings are held compliant with Prop 218, then the Avalon Sewer will be an eligible District Facility where the developer can elect to advance its value as contained in the updated Sewer Master Plan in lieu of payment of Sewer Capacity Fees up to that value. Based on the bond sizing analysis, attached, after deducting water and sewer capacity fees, fire mitigation fees and water meter charges for 204 dwelling units, there will be \$240,793 of remaining bond proceeds available to use to 1) fund the Avalon Sewer, or 2) pay incremental increases associated with updated sewer/water capacity fees if adjusted upward and approved as discussed above.

Staff and District Counsel have reviewed the proposed JCFA and find it consistent with other JCFA’s the District has participated. Resolution No. 2021-881 has been prepared indicating the District’s Board of Directors finds proposed JUSD CFD No. 20 will be beneficial to the District, authorizes the District General Manager to sign the JCFA subject to non-substantive modifications to the draft JCFA attached, and deliver a fully executed copy of the JCFA to JUSD.

**RECOMMENDATION:**

Staff recommends the Board of Directors of the District:

1. Adopt Resolution No. 2021-881
2. Authorize the General Manager to sign the attached agreement subject to non-substantive minor changes - Joint Community Facilities Agreement By And Among Jurupa Unified School District, Rubidoux Community Services District, Highpointe Emerald Ridge, LLC And HP-SA ER, LLC With Respect To Community Services District No. 20

Respectfully,



JEFFREY D. SIMS, P. E.  
General Manager

Attach:

1. Joint Community Facilities Agreement By And Among Jurupa Unified School District, Rubidoux Community Services District, Highpointe Emerald Ridge, LLC And HP-SA ER, LLC With Respect To Community Services District No. 20
2. Resolution No. 2021-881
3. Exhibit 1 – Highpointe Communities Bond Sizing Analysis
4. Tract 36947 Map – 184 lots
5. Tract 32721 Map – 20 lots

**JOINT COMMUNITY FACILITIES AGREEMENT BY AND AMONG  
JURUPA UNIFIED SCHOOL DISTRICT, RUBIDOUX COMMUNITY SERVICES  
DISTRICT, HIGHPOINTE EMERALD RIDGE, LLC AND HP-SA ER, LLC  
WITH RESPECT TO COMMUNITY FACILITIES DISTRICT NO. 20**

THIS AGREEMENT (the “Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2021, by and among JURUPA UNIFIED SCHOOL DISTRICT, a California school district (“District”), RUBIDOUX COMMUNITY SERVICES DISTRICT, a California community services district (the “Services District”), HIGHPOINTE EMERALD RIDGE, LLC, a California limited liability company (“Highpointe”) and HP-SA ER, LLC, a California limited liability company (“HP-SA ER” and, with Highpointe, each an “Owner” and, collectively, the “Owners”).

**RECITALS**

A. The Owners are the owners of certain property in the City of Jurupa Valley, County of Riverside, as further described in Exhibit “A” hereto as the “Emerald Property” and “Hacienda Property.” The Emerald Property is expected to be developed pursuant to Tentative Tract Map No. 36947 with approximately 184 dwelling units and the Hacienda Property is expected to be developed pursuant to Tentative Tract Map No. 32721 with approximately 20 dwelling units.

B. The District has conducted proceedings to establish a community facilities district (“CFD No. 20”), which encompasses the Property, for the purpose of financing pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code (the “Mello-Roos Act”) with the proceeds of the sale of the Bonds (the “Bonds”) of and special taxes (the “Special Taxes”) levied within CFD No. 20 (i) school facilities of the District (the “District Facilities”) and (ii) sewer and water facilities of Services District (“Services District Facilities”). The Services District Facilities are generally described in Exhibit “B” attached hereto.

C. Pursuant to Sections 53316.2, 53316.4 and 53316.6 of the Government Code, (i) a community facilities district may finance facilities to be owned or operated by an entity other than the agency that created the community facilities district pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to that section; (ii) a party to such an agreement may use the proceeds of any bonds or other indebtedness issued pursuant to the Mello-Roos Act to provide facilities which that party is otherwise authorized by law to provide, even though another party to the agreement does not have the power to provide those facilities; and (iii) no local agency which is a party to a joint community facilities agreement shall have primary responsibility for formation of a community facilities district unless it is reasonably expected to have responsibility for providing facilities to be financed by a larger share of the proceeds of bonds of the community facilities district created pursuant to the agreement than any other local agency.

D. It is estimated by the District that between the District and Services District, the District will receive the largest share of the Special Taxes and proceeds of the sale of the Bonds of CFD No. 20, and the District is, therefore, the appropriate agency to have primary responsibility for formation of CFD No. 20.

E. The purpose of this Agreement is to set forth the understandings of the District, Services District and Owners with respect to the formation of CFD No. 20, the authorization of bonded indebtedness of and the sale of Bonds by CFD No. 20, and the allocation of the proceeds of the sale of such Bonds and Special Taxes between the District and Services District, respectively. In addition, the financing of the Services District Facilities for the Property with the proceeds of Bonds and Special Taxes of CFD No. 20 will be in satisfaction of the payment of water and sewer capacity and connection fees of the Services District applicable to the Property within the Services District as described in Exhibit "B" (the "Services District Fees").

F. The maximum principal amount of the bonded indebtedness of CFD No. 20 is approximately \$15,000,000.

G. District and Owners expect to enter into a separate agreement pursuant to which, among other things, CFD No. 20 will issue the Bonds and the proceeds of such Bonds and Special Taxes will be allocated between District Facilities and Services District Facilities (the "School Agreement").

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties agree as follows:

1. Formation Proceedings. The Board of Directors of the District has conducted proceedings pursuant to the Mello-Roos Act for the formation of CFD No. 20. The Board of Directors also conducted proceedings pursuant to the Mello-Roos Act to authorize CFD No. 20 to incur a bonded indebtedness in an amount not to exceed \$15,000,000, for the purpose of financing the District Facilities and Services District Facilities for the Property.

2. Advances of Services District Fees. In conjunction with the issuance of building permits for the construction of homes on the Property and/or receipt of water meters for such homes, an Owner, or its successors or assigns, may elect to advance Services District Facilities costs in lieu of payment of Services District Fees (the "Advances") before the proceeds of Special Taxes and Bonds are available in sufficient amounts to pay for Services District Facilities in satisfaction of the Services District Fees. In such case, the Owner shall be entitled to (i) reimbursement of such Advances and (ii) credit against Services District Fees which would otherwise be due to Services District equal to the amount of such proceeds subsequently disbursed to Services District for Services District Facilities, all as further described in Section 5 below.

3. Issuance of Bonds. The District shall proceed to issue and sell one or more series of Bonds in an aggregate principal amount determined by the District to finance, among other things, the Services District Facilities for the Property. The District shall proceed with the issuance and sale of the initial series of Bonds, and each subsequent series, when it is determined, in the reasonable discretion of the District, that all of the conditions that must be satisfied in connection with the issuance and sale of bonds of a community facilities district, including the requirements of Section 53345.8 of the Government Code, have been satisfied. In making such determination, the District shall be guided by the advice of its bond counsel and financial advisor and the underwriter of the Bonds.

4. Allocation of Construction Funds. The fiscal agent agreement or bond indenture for the Bonds shall provide for the creation of (i) a separate account within the improvement fund into which a portion of the net proceeds of the sale of such Bonds shall be deposited to finance the construction and acquisition of the School District Facilities for the Property (the “District Facilities Account”) and (ii) a separate account within the improvement fund into which a portion of the net proceeds of the sale of such Bonds shall be deposited to finance the construction and acquisition of the Services District Facilities for the Property (the “Services District Facilities Account”). No part of the funds on deposit in the District Facilities Account will be available to pay for Services District Facilities, and no part of the funds on deposit in the Services District Facilities Account will be available to pay for District Facilities. Upon the sale of each series of Bonds that are intended to finance Services District Facilities and District Facilities, the District shall provide for deposit of the net proceeds from the sale of the Bonds in the District Facilities Account and Services District Facilities Account in accordance with the School Agreement. The fiscal agent agreement or bond indenture shall provide that earnings from the investment of the amount on deposit in the Services District Facilities Account and District Facilities Account shall be retained in such account, respectively. In addition to the proceeds of the Bonds, CFD No. 20 may also finance the Services District Facilities for the Property from Special Taxes, as set forth in the School Agreement.

5. Requisition of Funds.

(a) Upon the funding of the Services District Account, Owners shall notify the District of the amount of proceeds to be reserved to fund Services District Facilities and the District may execute and submit a Services District request for payment to the District in the form attached hereto as Exhibit “C” (a “Payment Request”) requesting disbursement of an amount equal to all Advances from the Services District Facilities Account. Upon Services District’s receipt of funds pursuant to such Payment Request, the Owners shall receive reimbursement of the Advances from Services District.

(b) From time to time following the funding of the Services District Facilities Account, an Owner may notify the Services District in writing and request a disbursement from the Services District Facilities Account to fund Services District Facilities by executing and submitting a Payment Request. Upon receipt of such Payment Request completed in accordance with the terms of this Agreement, the District shall wire transfer or otherwise pay to Services District such requested funds to the extent that funds are available in the Services District Facilities Account for such purpose. Upon such notice and Services District’s receipt of such disbursement related to Services District Facilities, the Owner shall be deemed to have satisfied the applicable Services District Fees with respect to the number of dwelling units or lots for which the Services District Fees would otherwise have been required in an amount equal to such disbursement. The Payment Request may also be used to requisition Special Taxes for the payment of Services District Facilities under the circumstances set forth in the School Agreement.

6. Use of Funds.

(a) The Services District and Owners acknowledge and agree that all funds disbursed from the Services District Facilities Account or Special Taxes pursuant to a Payment Request are to be used to reimburse or pay directly for the design, engineering, permitting,

construction or acquisition of Services District Facilities for the Property. The Services District reasonably expects that (i) construction and acquisition of the Services District Facilities will proceed with due diligence to the completion thereof; (ii) the Services District does not intend to sell or otherwise dispose of the Services District Facilities prior to the final maturity date of the Bonds, except such minor parts or portions thereof as may be disposed of due to normal wear, obsolescence or depreciation in the ordinary course of operation; and (iii) the amount of the proceeds of each series of Bonds deposited in the Services District Facilities Account is expected to be fully expended to pay the costs of the design, engineering, permitting, construction or acquisition of the Services District Facilities within three years from the date of issuance of the respective series of Bonds and, unless approved by the District and Bond Counsel, will not be applied or allocated to pay costs of the Services District Facilities paid prior to the date that is 60 days prior to the date of issuance of an issuance of Bonds.

(b) The Services District will not use or permit the Services District Facilities to be used for any activity that would constitute a “Private Use.” The Services District understands (i) that the term “Private Use” means any activity that constitutes a trade or business that is carried on by persons or entities, other than governmental entities; (ii) that the leasing of the Services District Facilities or access by persons or entities, other than a governmental unit, to the Services District Facilities on a basis other than as a member of the general public (“General Public Use”) would constitute a Private Use; and (iii) that the use of the Services District Facilities in a trade or business would constitute a General Public Use only if the Services District Facilities are intended to be available and are in fact reasonably available for use on the same basis by natural persons not engaged in a trade or business. The Services District represents to the District that the Services District’s employer identification number is 95-2868678.

7. Responsibility and Indemnification. The District shall have sole responsibility for the design, construction and acquisition of the District Facilities and the Services District shall have sole responsibility for the design, construction and acquisition of the Services District Facilities. The District agrees to indemnify and hold the Services District harmless from any and all liability of any nature whatsoever, including attorneys’ fees and costs, with respect to the design, construction and acquisition of the District Facilities. The Services District agrees to indemnify and hold the District harmless from any and all liability of any nature whatsoever, including attorneys’ fees and costs, with respect to the design, construction and acquisition of the Services District Facilities and the expenditures of the amounts of the proceeds of the Bonds which are deposited in the Services District Facilities Account pursuant to Section 4 above or the expenditure of Special Taxes to finance Services District Facilities. The District further agrees to defend, indemnify and hold the Services District harmless from any responsibility or liability, including attorneys’ fees and costs, in the event of any challenge by any person regarding (i) the District’s authority to issue and sell the Bonds, (ii) the legal sufficiency of the proceedings for the formation of CFD No. 20, or (iii) the authority of the District to levy Special Taxes to pay the principal of an interest on the Bonds or to finance authorized facilities.

8. Entire Agreement. This Agreement, together with the other agreements referenced herein, contains the entire agreement between the parties with respect to the matters provided for hereto and supersedes all prior agreements and negotiations between the parties with respect to the subject matter of this Agreement.

9. Amendment. This Agreement may be amended at any time by a subsequent written agreement signed on behalf of all parties.

10. Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the District, Services District and the Owners, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

12. Counterparts. This Agreement may be executed in counterparts, each which shall be deemed an original but all of which shall constitute but one agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

JURUPA UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Directors

RUBIDOUX COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
General Manager

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Directors

HIGHPOINTE EMERALD RIDGE, LLC, a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HP-SA ER, LLC, a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

1. Emerald Property

Real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL 1: (APN: 178-070-007-2)

THAT CERTAIN REAL PROPERTY AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE AT THE INTERSECTION OF THE NORTH RIVERSIDE AND JURUPA CANAL AND THE SOUTHWESTERLY SIDE OF SECOND STREET, PRODUCED NORTHWESTERLY ACROSS SAID CANAL AS SHOWN BY MAP OF WEST RIVERSIDE ABOVE DESCRIBED; THENCE NORTH 53 DEGREES 15' WEST ALONG THE SOUTHWESTERLY LINE OF SAID SECOND STREET, PRODUCED NORTHWESTERLY 1040.35 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 7 DEGREES 5' WEST, 752.02 FEET;

THENCE NORTH 29 DEGREES 51' WEST, 90 FEET;

THENCE NORTH 0 DEGREES 27' WEST, 229.2 FEET;

THENCE NORTH 16 DEGREES 14' WEST, 134 FEET;

THENCE NORTH 4 DEGREES 6' EAST, 238.35 FEET;

THENCE NORTH 31 DEGREES 29' EAST, 122.1 FEET TO THE NORTHEASTERLY LINE OF SAID SECOND STREET, PRODUCED NORTHWESTERLY, SAID POINT BEING SOUTHWESTERLY CORNER OF SAID LOT 16 OF LA RANCHERIA ESPLENDIDA, AS SHOWN BY MAP ON FILE IN BOOK 4 PAGE 77 OF MAPS,

RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 16 TO THE SOUTHEASTERLY CORNER THEREOF;

THENCE ACROSS SECOND STREET, PRODUCED TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED IN SECOND STREET. SAID PARCEL OF LAND IS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 8 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2: (APN: 178-070-006-1)

THAT CERTAIN REAL PROPERTY SHOWN ON MAP OF WEST RIVERSIDE, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, AND ALSO MAP OF BLOCK 1 LOMA ALTA TRACT ON FILE IN BOOK 6, PAGE 8 OF MAPS, RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE AT THE INTERSECTION OF THE NORTH RIVERSIDE AND JURUPA CANAL AND THE SOUTHWESTERLY LINE OF SECOND STREET, PRODUCED NORTHWESTERLY ACROSS SAID CANAL, AS SHOWN ON SAID MAP; THENCE SOUTH 46° 11' WEST, 662.3 FEET ALONG SAID CANAL; THENCE NORTH 53° 15' WEST, 559.65 FEET; THENCE NORTH 7° 5' EAST, 752.02 FEET; THENCE SOUTH 53° 15' EAST, 1040.35 FEET THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF, IF ANY, INCLUDED IN THE RIGHT OF WAY OF THE SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD FROM "BLY QUARRY SPUR" TO THE PLANT OF THE RIVERSIDE PORTLAND CEMENT COMPANY.

PARCEL 2A:

A RIGHT OF WAY FOR PIPE LINES OVER THAT PORTION BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTH RIVERSIDE AND JURUPA CANAL AND THE LOT LINE BETWEEN LOTS 3 AND 4 IN BLOCK 23 OF MAP OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, PRODUCED NORTHWESTERLY, ACROSS SAID CANAL; THENCE SOUTH 35° 2' WEST, 327.1 FEET; THENCE SOUTH 36° 45' WEST, 181.5 FEET; THENCE SOUTH 35° 20' WEST, 292.4 FEET, THE LAST THREE COURSES FOLLOW AND ARE PARALLEL WITH AND 16-1/2 FEET DISTANT FROM THE CENTER LINE OF SAID CANAL; THENCE NORTH 53° 15' WEST, 432.9 FEET; THENCE NORTH 19° 17' EAST, 395 FEET; THENCE NORTH 36° 30' EAST, 150 FEET; THENCE NORTH 24° 34' EAST, 160 FEET; THENCE NORTH 13° 14' EAST, 127.1 FEET; THENCE NORTH 21° 47' EAST, 160 FEET; THENCE NORTH 39° 48' EAST, 100 FEET; THENCE NORTH 65° 8' EAST, 100 FEET; THENCE NORTH 46° 41' EAST, 150 FEET; THENCE NORTH 72° 9' EAST, 329.7 FEET; THENCE SOUTH 53° 17' EAST, 547.2 FEET, MORE OR LESS, TO A POINT 16-1/2 FEET FROM THE CENTER LINE OF SAID CANAL; THENCE SOUTHWESTERLY PARALLEL WITH AND 16-1/2 FEET FROM THE CENTER LINE OF SAID CANAL AND FOLLOWING THE CURVATURES THEREOF TO THE POINT OF BEGINNING.

PARCEL 3: (APN: 178-120-001-0)

THAT CERTAIN REAL PROPERTY SHOWN ON MAP OF WEST RIVERSIDE, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, AND ALSO MAP OF BLOCK 1 LOMA ALTA TRACT ON FILE IN BOOK 6, PAGE 8 OF MAPS, RECORDS OF RIVERSIDE COUNTY, AND MAP OF PORTION OF THE RUBIDOUX RANCHO ON FILE IN BOOK 5, PAGE 169 OF MAPS, RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A STAKE AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTH RIVERSIDE AND JURUPA CANAL WITH THE CENTER LINE OF SECOND STREET, EXTENDED WESTERLY, SAID SECOND STREET BEING

LOCATED BETWEEN BLOCKS 23 AND 24 OF MAP OF WEST RIVERSIDE, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY; THENCE FROM SAID INTERSECTION SOUTH 36° 45' WEST, 33 FEET; THENCE SOUTH 46° 11' WEST, 662.3 FEET, TO THE TRUE POINT OF BEGINNING; THE LAST TWO COURSES FOLLOWING THE WESTERLY LINE OF SAID RIGHT OF WAY OF SAID CANAL; THENCE FROM SAID BEGINNING POINT NORTH 53° 15' WEST 559.65 FEET; THENCE NORTH 29° 51' WEST 90 FEET; THENCE SOUTH 16° 59' WEST 339 FEET; THENCE SOUTH 37° 01' WEST 192.8 FEET; THENCE SOUTH 47° 05' WEST 493.8 FEET; THENCE SOUTH 31° 24' WEST 387.7 FEET; THENCE SOUTH 24° 15' WEST 262.9 FEET; THENCE SOUTH 15° 14' WEST 110.6 FEET; THENCE SOUTH 59° 11' EAST 416.62 FEET, TO THE WESTERLY LINE OF THE RIGHT OF WAY OF SAID CANAL; THENCE NORTH 34° 48' EAST 199.5 FEET; THENCE NORTH 45° 45' EAST, 380.8 FEET; THENCE NORTH 37° 40' EAST 179.2 FEET; THENCE NORTH 30° 16' EAST, 547.4 FEET; THENCE 47° 59' EAST 376.8 FEET TO THE POINT OF BEGINNING; THE LAST 5 COURSES FOLLOWING ALONG THE WESTERLY LINE OF THE RIGHT OF WAY OF SAID CANAL.

EXCEPTING THEREFROM THE PORTION THEREOF INCLUDED IN ALTA AVENUE.

SAID PROPERTY IS ALSO SHOWN ON LICENSED LAND SURVEYOR'S MAP ON FILE IN BOOK 7, PAGE 3 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4: (APN: 179-060-002-3)

THAT PORTION OF LOT 7 OF ARTHUR PARK'S TRACT, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGES 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 7;

THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 7, SOUTH 58°40'44" EAST, 450.00 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE OF LOT 7, SOUTH 46°53'47" WEST, 277.44 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1462.68 FEET;

THENCE SOUTHWESTERLY 115.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°32'06";

THENCE SOUTH 42°21'41" WEST, 191.80 FEET;

THENCE NORTH 47°38'19" WEST, 20.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 428.34 FEET;

THENCE SOUTHWESTERLY 456.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°06'43";

THENCE NORTH 76°31'36" WEST, 135.56 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 7;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE, NORTH 39°00'14" EAST, 939.99 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM THE HEREINABOVE DESCRIBED PROPERTY ANY PORTION THEREOF INCLUDED IN PUBLIC ROADS.

PARCEL 5: (APN: 178-070-004-9 AND 178-120-002-1)

THAT CERTAIN IRRIGATION DITCH OR CANAL COMMONLY KNOWN AS THE NORTH RIVERSIDE AND JURUPA CANAL, A PLAT OF THAT PORTION OF SAID CANAL LYING WITHIN THE BOUNDARY OF MAP OF A PORTION OF THE NORTH RIVERSIDE AND JURUPA CANAL, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING ON FILE IN BOOK 8, PAGE 43 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING ANY PORTION THEREOF LYING NORTH OF THE LOT LINE BETWEEN LOTS 3 AND 4 IN BLOCK 23, PROJECTED WESTERLY ACROSS SAID CANAL, OF MAP OF WEST RIVERSIDE, AS SHOWN BY MAP RECORDED IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

ALSO EXCEPTING ANY PORTION LYING SOUTHWESTERLY OF THE NORTHEAST LINE OF ARTHUR PARKS TRACT RECORDED IN BOOK 1, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

2. Hacienda Property

Real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

LOTS 1 THROUGH 23, INCLUSIVE, AND LETTERED LOTS "A", "B" AND "C" OF TRACT NO. 32721, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 464, PAGES 65, 66 AND 67, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

EXCEPTING THEREFROM AND RESERVING THEREFROM FOR GRANTOR, AND FOR GRANTOR'S SUCCESSORS, ASSIGNS, TENANTS, SUBTENANTS, GUESTS, AND INVITEES, THE NONEXCLUSIVE APPURTENANT EASEMENT INDICATED AS THE 14' PRIVATE ACCESS OVER, ALONG, AND ACROSS LOT 23 OF SAID TRACT NO. 32721 (WITH SAID LOT 23 HEREAFTER REFERRED TO AS THE "SERVIENT TENEMENT", AND SAID EASEMENT HEREAFTER REFERRED TO AS THE "ACCESS EASEMENT"), FOR THE FOLLOWING PURPOSES AND FOR NO OTHER USE: FOR THE RIGHT OF ACCESS TO, AND FOR INGRESS AND EGRESS TO AND FROM, LOT 24 OF SAID TRACT NO. 32721 (SAID LOT 24 HEREAFTER REFERRED TO AS THE "DOMINANT TENEMENT"), AND TO TEMPORARILY PARK VEHICLES IN AND ON THE ACCESS EASEMENT IN CONNECTION WITH THE USE, MAINTENANCE, REPAIR, OR IMPROVEMENT OF THE DOMINANT TENEMENT AS LONG AS THAT USE DOES NOT UNREASONABLY INTERFERE WITH GRANTEE'S USE AND ENJOYMENT OF THE SERVIENT TENEMENT. THE ACCESS EASEMENT SO RESERVED WILL BE PERMANENT AND PERPETUAL FOR THE BENEFIT OF THE DOMINANT TENEMENT, AND THE BENEFITS AND BURDENS ARISING FROM GRANTOR'S CONVEYANCE OF THE SERVIENT TENEMENT TO GRANTEE AND FROM GRANTOR'S RESERVATION OF THE ACCESS EASEMENT FOR THE DOMINANT TENEMENT WILL RUN WITH THE LAND IN ACCORDANCE WITH CALIFORNIA CIVIL CODE §1460-1471. GRANTOR, GRANTEE, AND THE SUCCESSIVE OWNERS OF THE SERVIENT TENEMENT AND THE DOMINANT TENEMENT ARE BOUND BY THIS RESERVATION OF THE ACCESS EASEMENT. EACH SUCH BENEFIT AND BURDEN RUNS WITH BOTH THE SERVIENT TENEMENT AND THE DOMINANT TENEMENT AND WILL BENEFIT OR BE BINDING ON EACH SUCCESSIVE OWNER, DURING HIS, HER, OR ITS OWNERSHIP, OF ANY PORTION OF THE SERVIENT TENEMENT AND THE DOMINANT TENEMENT AND ON EACH PERSON HA YING ANY INTEREST IN EITHER SUCH TENEMENT DERIVED THROUGH ANY OWNER THEREOF. SUBJECT TO OBTAINING REQUIRED GOVERNMENTAL APPROVALS, GRANTEE RESERVES THE RIGHT TO MODIFY THE ALIGNMENT OF THE ACCESS EASEMENT WITHIN THE SERVIENT TENEMENT IN ITS REASONABLE DISCRETION SO LONG AS GRANTOR'S RIGHTS AND BENEFITS UNDER THE ACCESS EASEMENT ARE NOT MATERIALLY ALTERED OR IMPAIRED, AND UPON SUCH REALIGNMENT GRANTOR AND GRANTEE WILL EXECUTE AND RECORD AN INSTRUMENT CONFIRMING SUCH MODIFIED ALIGNMENT.

APN: 177-370-001 THROUGH 177-370-023

**EXHIBIT "B"**

**DESCRIPTION OF SERVICES DISTRICT FACILITIES**

District master plan water system facilities, including capacity in existing facilities, and master plan sewer system facilities, including capacity in existing facilities and sewage treatment and disposal capacity, as included in the District water and sewer fee programs.

**EXHIBIT "C"**

**FORM OF PAYMENT REQUEST**

1. The undersigned hereby requests payment to the Payee(s) listed below in the amounts listed below. Jurupa Unified School District Community Facilities District No. 20 ("CFD No. 20") is to pay for Services District Facilities, as defined in the Joint Community Facilities Agreement (the "Agreement") dated \_\_\_\_\_, 2021, by and among the Rubidoux Community Services District, Jurupa Unified School District, and Highpointe Emerald Ridge, LLC and HP-SA ER, LLC (each, an "Owner"), from the CFD No. 20 bond proceeds or Special Taxes of CFD No. 20, to Rubidoux Community Services District ("Services District"), as Payee, the sum set forth in 3 below.

2. The undersigned certifies that the amount requested for Services District Facilities is due and payable, has not formed the basis of prior requests or payment, and is being made with respect to the property described below.

3. Payee: \_\_\_\_\_

Amount requested: \$ \_\_\_\_\_

For Tract/Lot Nos: \_\_\_\_\_

4. The amount set forth in 3 above is authorized and payable pursuant to the terms of the Agreement. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In connection with this Payment Request, the undersigned hereby represent and warrant to the District as follows:

1. He (she) is a duly authorized officer or representative of the Owner and Services District, respectively, qualified to execute this Payment Request for payment on behalf of the Owner or Services District, respectively, and is knowledgeable as to the matters set forth herein.

2. This Payment Request relates to the Services District Facilities identified in the Agreement.

3. All costs of the Services District Facilities for which payment is requested hereby are actual costs and have not been inflated or misrepresented in any respect. The items for which payment is requested have not been the subject of any prior payment request submitted to the fiscal agent or trustee for the Bonds.

4. Supporting documentation (such as third party invoices) have been provided to the Services District with respect to each cost for which payment is requested.

5. There has been full compliance with applicable laws relating to prevailing wages for the work to construct the Services District Facilities for which payment is requested.



6. The Services District Facilities were constructed in accordance with all applicable Services District standards, and in accordance with the plans and specifications approved by Services District.

HIGHPOINTE EMERALD RIDGE, LLC, a  
California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

HP-SA ER, LLC, a California limited liability  
company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

RUBIDOUX COMMUNITY SERVICES  
DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## RESOLUTION NO. 2021-881

### RESOLUTION OF THE BOARD OF DIRECTORS OF RUBIDOUX COMMUNITY SERVICES DISTRICT APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT WITH JURUPA UNIFIED SCHOOL DISTRICT FOR CFD NO. 20 OF JURUPA UNIFIED SCHOOL DISTRICT

**WHEREAS**, the Board of Education (the "Board of Education") of Jurupa Unified School District (the "School District") intends to establish Community Facilities District No. 20 (the "CFD") and is initiating proceedings pursuant to Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," for the formation of the CFD, for the purpose, among others, of financing through the levy of special taxes and sale of bonds the design, construction and acquisition of public facilities which are necessary to meet increased demands placed upon the School District, and Rubidoux Community Services District (the "District") as a result of the development of the property within the CFD; and

**WHEREAS**, pursuant to Sections 53316.2 through 53316.6 of the California Government Code, a community facilities district may finance facilities to be owned or operated by an entity other than the agency that created the district pursuant to a joint community facilities agreement if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity; and

**WHEREAS**, pursuant to said Section 53316.2, the School District may have primary responsibility for the formation of a community facilities district pursuant to such a joint community facilities agreement if it is reasonably expected to have responsibility for providing facilities to be financed by a larger share of the proceeds of the levy of special taxes and bonds of the district established pursuant to the joint community facilities agreement than any other local agency, and it is expected that the School District will have responsibility for providing facilities to be financed by a larger share of the proceeds of the special taxes and bonds of the CFDs than any other agency, including the District, whose facilities will be so financed; and

**WHEREAS**, there has been presented to the Board of Directors a form of joint community facilities agreement to be entered into among the District, School District, Highpointe Ridge, LLC and HP-SA ER, LLC with respect to the CFD; and

**WHEREAS**, the Board of Directors has determined that the proposed joint community facilities agreement will be beneficial to the residents of the District and the CFD;

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF RUBIDOUX COMMUNITY SERVICES DISTRICT AS FOLLOWS:**

**Section 1.** The Board of Directors determines that the joint community facilities agreement entitled "Joint Community Facilities Agreement By And Among Jurupa Unified School District, Rubidoux Community Services District, Highpointe Ridge, LLC AND HP-SA ER, LLC With Respect To Community Facilities District No. 20" (the "Agreement") will be beneficial to the residents of the District and the CFD.

**Section 2.** The Agreement is approved in the form submitted to the Board of Directors at the meeting at which this resolution is adopted and the President and the Secretary of the Board of Directors are authorized to execute and deliver the Agreement on behalf of the District. The General Manager of the District is authorized to consent to such modifications of the Agreement as are determined by bond counsel to the District to be necessary to comply with provisions of the Mello-Roos Community Facilities Act of 1982, and which do not affect the net amount of the proceeds of the sale of the bonds of the CFD which will be received by the District for financing the design, construction and acquisition of master plan sewer and water facilities and fire suppression facilities, or which are not otherwise material.

**Section 3.** The Secretary of the Board of Directors shall deliver an executed copy of the Agreement to the School District.

**ADOPTED** this 5<sup>th</sup> day of August, 2021

\_\_\_\_\_  
John Skerbelis  
President of the Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Directors

**Exhibit I**  
**Highpointe Communities (Emerald Ridge/ Hacienda)**  
**Tract Nos. 36947 & 32721**  
**JUSD CFD No. 20 with RCSD & County Flood JCFAs (Fees & Improvements)**  
**Bond Sizing Analysis**  
**July 26, 2021**

**DRAFT**

**I. Home Prices and Combined Tax Rates:**

LAND USE INFORMATION							TOTAL TAX RATE ANALYSIS						
JUSD CFD No. 20	Estimated	Net	FY 20/21	Estimated	JUSD	Proposed	Total	Total	Total				
Phase	Home Price	Home Price	Ad Valorem	Other Fixed	CFD No. 20	JARPD	Unit	Rate	Rate	Revenues			
(a)	(a)	(a)	1.12040%	Charges and Assess.	FY 21/22	BOLD CFD				JUSD CFD No. 20			
Footage Category	Home Size	Units	Home Size	Homeowner's Exemption	Special Tax	FY 21/22	Special Tax			Revenues			
(a)	(a)	(a)	(a)	(a)	(d)	(e)							
<b>TRACT NO. 36947 (EMERALD)</b>													
1	< 2,000	41	\$ 480,000	(\$ 7,000)	\$ 473,000	\$ 5,299	\$ 1,475	\$ 1,847	\$ 712	\$ 9,333	1.94%	\$ 75,707	
2	< 2,000	20	485,000	(7,000)	478,000	5,356	1,475	1,847	712	9,389	1.94%	36,930	
3	< 2,000	52	495,000	(7,000)	488,000	5,468	1,475	1,847	712	9,501	1.92%	96,018	
4	< 2,000	27	510,000	(7,000)	503,000	5,636	1,475	1,847	712	9,669	1.90%	49,856	
5	2,351 - 2,700	15	555,000	(7,000)	548,000	6,140	1,475	2,325	851	10,791	1.94%	34,878	
6	2,351 - 2,700	4	565,000	(7,000)	558,000	6,252	1,475	2,325	851	10,903	1.93%	9,301	
7	2,351 - 2,700	25	585,000	(7,000)	578,000	6,476	1,475	2,325	851	11,127	1.90%	58,130	
<b>Sub-total/ Wtd. Avg.</b>		<b>2,017</b>	<b>184</b>	<b>\$ 511,413</b>	<b>(\$ 7,000)</b>	<b>\$ 5,651</b>	<b>\$ 1,475</b>	<b>\$ 1,961</b>	<b>\$ 745</b>	<b>\$ 9,832</b>	<b>1.92%</b>	<b>\$ 360,819</b>	
<b>TRACT NO. 32721 (HACIENDA)</b>													
1	2,001 - 2,350	5	\$ 521,740	(\$ 7,000)	\$ 514,740	\$ 5,767	\$ 1,475	\$ 2,077	\$ 826	\$ 10,144	1.94%	\$ 10,383	
2	2,701 - 3,050	5	545,790	(7,000)	538,790	6,037	1,475	2,455	646	10,612	1.94%	12,274	
3	3,051 - 3,400	5	583,190	(7,000)	576,190	6,456	1,475	2,543	865	11,339	1.94%	12,717	
4	> 3,750	5	626,390	(7,000)	619,390	6,940	1,475	2,836	929	12,179	1.94%	14,178	
<b>Sub-total/ Wtd. Avg.</b>		<b>3,099</b>	<b>20</b>	<b>\$ 569,278</b>	<b>(\$ 7,000)</b>	<b>\$ 6,300</b>	<b>\$ 1,475</b>	<b>\$ 2,478</b>	<b>\$ 816</b>	<b>\$ 11,068</b>	<b>1.94%</b>	<b>\$ 49,552</b>	
<b>TOTAL</b>		<b>204</b>										<b>\$ 410,370</b>	

JUSD CFD	
Total Annual Special Taxes for Bonding (Annual CFD Revenues Less \$25,000 Annual Administration/ 110% Coverage)	\$ 350,337
<b>II. CFD Bond Sizing &amp; Construction Proceeds:</b>	
Bond Amount (4.25% Interest, 30 Year Term, 29 Year Amortization and 2% Annual Special Tax Esc.)	\$ 7,475,000
Underwriter Discount (2.0%)	(\$ 149,500)
Reserve Fund (Average Annual Debt Service)	(592,187)
Capitalized Interest (6 mos)	(158,844)
Incidental Costs (Estimate)	(250,000)
<b>Total Net Construction Proceeds</b>	<b>\$ 6,324,469</b>
Total Present Value of Surplus Special Taxes (To be Retained by JUSD)	\$ 747,907
<b>Total Net Proceeds Including Surplus</b>	<b>\$ 7,072,376</b>
<b>III. Allocation of Net Construction Proceeds</b>	
<u>Jurupa Unified School District</u>	
JUSD Fees (100% of \$5.10 per SF Mitigation Payment) (f)	\$ 10,829
<u>Rubidoux Community Services District</u> (g)	
RCSD Water and Sewer Capacity Fees (100% of \$14.495 per DU)	\$ 2,448,000
RCSD Water and Sewer Improvements	509,053
<u>County Flood Control District</u> (h)	
Flood Control Improvements	\$ 1,158,270
<b>IV. TOTAL NET CONSTRUCTION PROCEEDS TO DEVELOPER/BUILDER</b>	
JUSD Fees (100% of \$5.10 per SF)	\$ 10,829
RCSD Water and Sewer Capacity Fees (100% of \$14.495 per DU)	2,448,000
RCSD Water and Sewer Improvements	509,053
Flood Control Improvements	1,158,270
<b>TOTAL NET CONSTRUCTION PROCEEDS TO DEVELOPER/BUILDER</b>	<b>\$ 6,324,469</b>

**V. Footnotes:**

- (a) Product mix & pricing provided by Highpointe on 5/11/20 and 11/9/20.
- (b) Includes 1.00% plus the following:
  - A tax of 0.10220% is charged for fiscal year 2020-21 by the Jurupa Unified School District to pay debt service for outstanding bonds within the district.
  - A tax of 0.00350% is charged for fiscal year 2020-21 by the Metropolitan Water District to all parcels to pay debt service for outstanding bonds.
  - A tax of 0.01470% is charged for fiscal year 2020-21 by the Riverside Community College District to all parcels to pay debt service for outstanding bonds.
- (c) Includes the following estimated direct assessments:
  - Riverside County Flood Control District levies an assessment of \$3.76 per acre, or \$3.76 per parcel if less than an acre.
  - Jurupa Area Recreation and Park District annual assessment of \$15.00 per unit to pay for park facilities and maintenance.
  - MWD levies a standby charge of \$9.22 per acre, or \$9.22 per parcel if less than an acre.
  - JARPD CFD No. 2016-1 special tax of \$596.97 per unit to pay for park maintenance for fiscal year 2020-21. Assumes project is able to annex into the existing CFD No. 2016-1 and not required to form a new CFD.
  - Proposed City of Jurupa Valley ESTIMATED CFD special tax of \$850.00 per unit to pay for basin, landscape and lighting maintenance.
- (d) Represents the proposed annual special tax for proposed JUSD CFD No. 20. This special tax shall increase each year by 2%.
- (e) Represents the proposed annual special tax for proposed JARPD BOLD to finance park fees. This special tax shall increase each year by 2%.
- (f) Estimated mitigation payment of Level I or II fees plus premium of 25% based on recent JUSD formations. JUSD is currently collecting Level I fees of \$4.08/SF + 25% premium = \$5.10/SF mitigation payment.
- (g) Represents the proceeds available to the Developer/Builder to fund RCSD water and sewer capacity fees. Assumes RCSD will participate in the CFD via JCFA.
- (h) Represents the proceeds available to the Developer/Builder to fund County Flood Control improvements. Assumes County Flood Control would participate in the CFD via JCFA.



2018-03841648 ORIGINAL 464 1/2

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

**TRACT NO. 32721**

SHEET 3 OF 3 SHEETS

BEING A SUBDIVISION OF THAT PORTION OF TRACT 7 OF THE ARMSTRONG ESTATE, AS SHOWN BY MAP ENTITLED, "MAP SHOWING RE-SUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO A.C. ARMSTRONG ESTATE", AS SHOWN BY MAP RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

BAKE ENGINEERS, INC.

JUNE 2018

**EASEMENT NOTE:**

- ▲ AN EASEMENT IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY FOR UTILITIES AND INCIDENTAL PURPOSES RECORDED OCTOBER 19, 1950, BK 72343 OF OFFICIAL RECORDS, TO BE OUTLINED.
- ▲ AN EASEMENT IN FAVOR OF RUBIDOUX COMMUNITY SERVICES DISTRICT FOR WATER PIPELINES AND INCIDENTAL PURPOSES RECORDED JULY 7, 1950, BK 65506 OF OFFICIAL RECORDS, TO BE OUTLINED.

**NOTE:**

"DRAINAGE EASEMENT - NO BUILDING, OBSTRUCTIONS, OR ENCROACHMENTS BY LANDFILLS ARE ALLOWED". THE PROTECTION SHALL BE AS APPROVED BY THE ENGINEERING DEPARTMENT.

**ENVIRONMENTAL CONSTRAINT SHEET NOTE:**

AN ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY OF JURUPA VALLEY IN E.C.S. BOOK 1, PAGE 23.

**LINE TABLE**

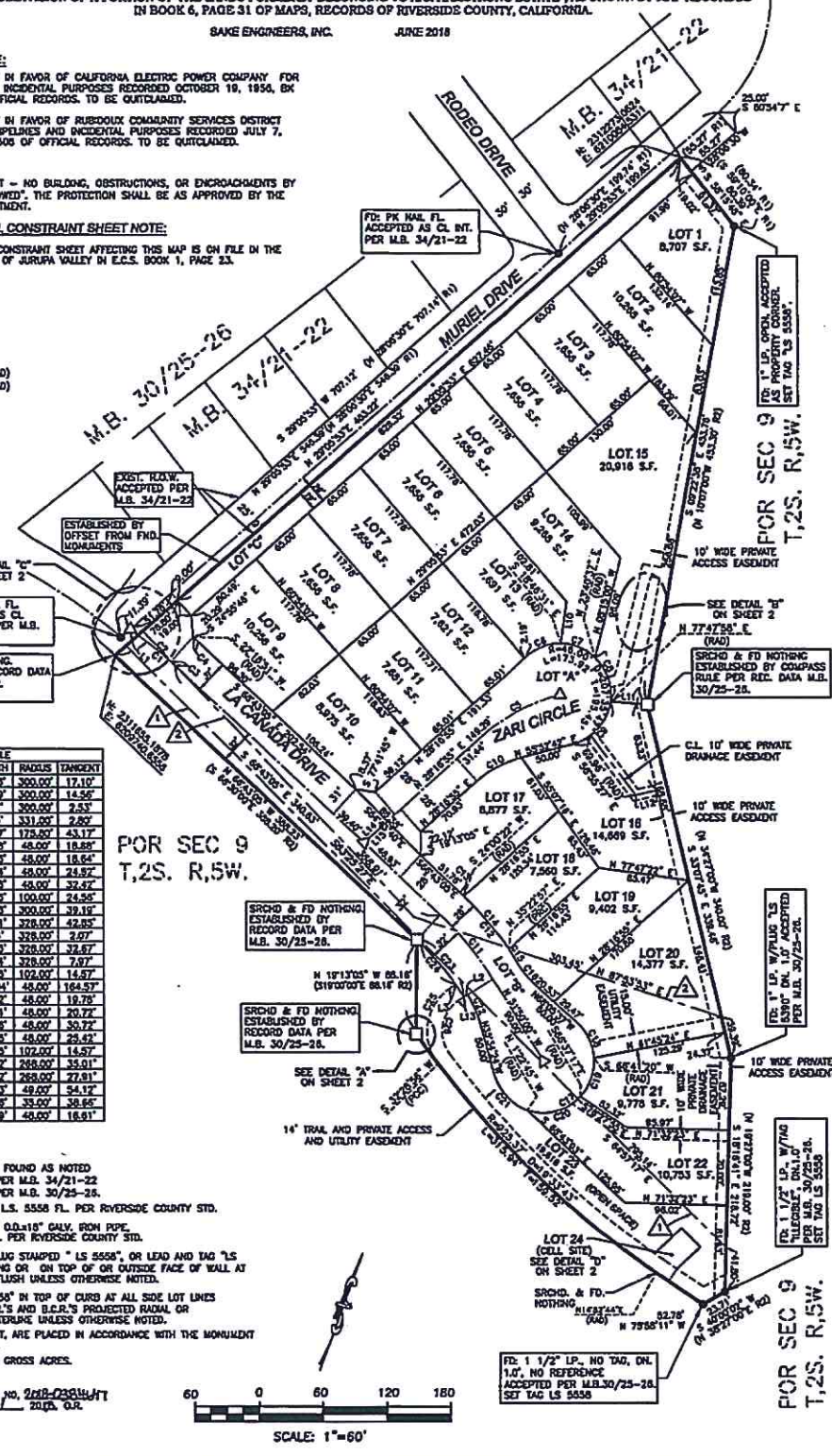
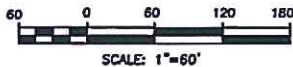
LINE	LENGTH	BEARING
L1	19.26'	N77°14'30"W
L2	4.00'	N09°10'00"E
L3	4.40'	N58°10'00"E
L4	30.00'	N12°20'00"E (RAD)
L5	30.00'	N12°48'28"E (RAD)
L6	17.65'	N58°17'22"E
L7	8.35'	N58°17'22"E
L8	4.85'	N52°32'42"E
L9	12.56'	N52°32'42"E
L10	39.89'	N12°14'36"W
L11	34.91'	N72°54'24"E
L12	20.44'	N58°24'18"E
L13	3.94'	N58°10'00"E
L14	38.40'	N09°10'00"E
L15	49.82'	N09°10'00"E
L16	13.92'	S72°28'11"E

**CURVE TABLE**

CURVE	DELTA	LENGTH	RADIUS	TANGENT
C1	06°31'28"	34.18'	300.00'	17.10'
C2	02°33'21"	79.59'	300.00'	14.56'
C3	02°33'21"	5.67'	300.00'	2.82'
C4	02°33'21"	5.67'	331.00'	2.82'
C5	27°35'48"	84.67'	178.80'	43.17'
C6	42°58'38"	30.89'	48.00'	18.88'
C7	42°58'38"	35.56'	48.00'	18.64'
C8	64°07'22"	49.34'	48.00'	24.87'
C9	68°04'45"	37.03'	48.00'	22.47'
C10	72°34'46"	48.10'	100.00'	24.56'
C11	14°33'04"	77.63'	300.00'	39.19'
C12	14°33'04"	89.41'	328.00'	42.85'
C13	09°43'28"	4.14'	328.00'	2.67'
C14	11°22'35"	65.13'	328.00'	32.67'
C15	07°47'09"	15.94'	328.00'	7.87'
C16	18°13'17"	33.24'	100.00'	14.87'
C17	21°23'11"	178.04'	48.00'	184.97'
C18	44°45'37"	37.82'	48.00'	19.78'
C19	48°41'23"	39.11'	48.00'	20.72'
C20	68°14'32"	34.86'	48.00'	20.72'
C21	39°49'21"	48.75'	48.00'	23.42'
C22	18°19'26"	28.89'	102.00'	14.57'
C23	14°33'04"	89.41'	268.00'	35.01'
C24	11°53'24"	55.87'	268.00'	27.81'
C25	09°41'03"	91.63'	49.00'	34.12'
C26	09°41'03"	38.66'	39.00'	38.66'
C27	38°10'52"	31.89'	49.00'	18.91'

**SURVEYORS NOTES:**

- INDICATES MONUMENT FOUND AS NOTED
- (R1) RECORD DATA PER PER M.B. 34/21-22
- (R2) RECORD DATA PER PER M.B. 30/25-26.
- ▲ SET 1" LP. WITH TAG L.S. 5558 FL. PER RIVERSIDE COUNTY STD.
- INDICATES SET 1-1/2" O.D. x 18" GALV. IRON PIPE, STAMPED L.S. 5556 FL. PER RIVERSIDE COUNTY STD.
- SET 1" LP. W/ PLASTIC PLUG STAMPED "LS 5558", OR LEAD AND TAG "LS 5558" IN CONCRETE FOOTING OR ON TOP OF OR OUTSIDE FACE OF WALL AT ALL REAR LOT CORNERS, FLUSH UNLESS OTHERWISE NOTED.
- SET LEAD AND TAG "LS 5558" IN TOP OF CURB AT ALL SIDE LOT LINES PROJECTED, AND FOR E.C.R.'S AND B.L.C.R.'S PROJECTED RADIAL OR PERPENDICULAR FROM CENTERLINE UNLESS OTHERWISE NOTED.
- ALL MONUMENTS TO BE SET, ARE PLACED IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THIS MAP.
- THIS TRACT CONTAINS 6.90 GROSS ACRES.
- NOTE: C.E.A.'S PER INSTRUMENT NO. 2018-03841648 RECORDED 3/22/18, 2018, O.R.



20 Lots

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

12. CONSIDER GENERATOR RENTAL FOR WELL 1A AND WELL #2 (TROYER)

**DM 2021-53**

# Rubidoux Community Services District

## Board of Directors

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

**General Manager**  
Jeffrey D. Sims



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

**DIRECTORS MEMORANDUM 2021-53**

August 5, 2021

**To:**            Rubidoux Community Services District  
                  Board of Directors

**Subject:**     Consider Generator Rentals for Well 1A and Well #2 (Troyer)

## **BACKGROUND:**

Rubidoux Community Services District ("District") has two wells that do not have a backup power supply. These are Well 1A and Well #2 (Troyer). As the Board may recall, in May 2021 the District was informed by the State of California Water Quality Resources Control Board Division of Drinking Water ("DDW") the District is required to be below the Response Limit of 10 parts per trillion for PFOA and water produced from Wells 1A, and 8 would be over the limit unless remedial action was taken before June 30, 2021. Staff hired Trussell Technology to develop a blending plan and DDW approved the plan enabling the District to achieve laboratory results to be below the response limit for PFOA while also meeting requirements for Perchlorate, 1,2,3 TCP and Manganese. This blending plan required Well 8 be shut down and Well 1A be run at a reduced flow rate with Well 2 so the blend of Well 1A and Well 2 would have a low enough PFOA concentration to meet DDW requirements before the treated blended water entered the Distribution System at the Avalon Testing Station. In June of this year Wells 1A and Well 2 (Troyer) accounted for 59% of the District's potable water production. Not having backup power supply to these two wells puts the District in a vulnerable position in upcoming months while the District's Ion Exchange Treatment Process is being completed at the Thompson Water Treatment Facility. Once that project is completed, the District will have in addition to Well 1A, Wells 8, and 18 to use for blending with Well 2.

During the upcoming three months the District is susceptible to SCE power outages caused by rolling blackouts, planned power outages due to high winds, fires, and accidents. Also, in the event of a fire, system water demand greatly increases due to the water being used to put the fire out. The District needs to ensure it can continue to supply customers with reliable potable water in the event of a power outage and/or fire.

Staff has received rental quotes from three companies for portable, backup generators. Quinn Cat quoted the District \$10,268.48/month. United Rentals quoted the District \$10,073.10/month. Valley Power Systems quoted the District \$8,923.13/month.



An automatic transfer switch is needed at Well #2 (Troyer) for the generator connection to the permanent electrical panel so in the event of a power outage the power will automatically transfer to backup generator power without intervention of the District's on-call staff, thereby providing continuous water delivery without interruption.

Valley Power Systems has also quoted \$4,726 for an automatic transfer switch. The District retains Center Electric who serves as the District's electrician. Center Electric will install all cables necessary to install the automatic transfer switch at Well 2 (Troyer) and perform other work associated with connecting the temporary generators for a not to exceed price of \$15,000. When adding in the generator rental cost for three months, cost of the automatic transfer switch, and installation expense (with 20% contingency), the total cost for this effort will be approximately \$54,000.00.

This \$54,000 expense was not anticipated during approvals for the IX Treatment Process Project however, the approval for that project included a 25% contingency totaling \$468,225 (per DM 2021-04). Since the necessity of this expense is directly attributable to implementing the IX Treatment Process Project and only about \$45,000 of the contingency has been utilized to date, staff recommends the Board approve using \$54,000 of approved contingency for the IX Treatment Process Project to fund the rental and installation of temporary generators at Wells 1A and 2.

**RECOMMENDATION:**

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

1. Utilize \$54,000 of approved contingency for the Thompson IX Treatment Process Project to fund the rental and installation of temporary generators at Wells 1A and 2.
2. Rent two temporary generators from Valley Power Systems for three months.
3. Buy the automatic transfer switch from Valley Power Systems.
4. Hire Center Electric to connect cables, install automatic transfer switch, and other work associated with connecting the temporary generators.

Respectfully,



JEFFREY D. SIMS, P. E.  
General Manager

Attach:

1. Valley Power Systems rental quote
2. United Rentals rental quote
3. Quinn Cat rental quote
4. Valley Power Systems ATS quote
5. Center Electric quote



425 S. Hacienda Blvd.,  
City of Industry, CA. 91745  
Office: 626-333-1243

**\*\*Please return signed quote & Purchase Order to al.pacheco@ValleyPSI.com**

Quote Date: 7/28/21	PO#	JOB NAME: Rubidoux Community Well 1 & 2	Invoice Number:
Lessee: Rubidoux Community Services	Account #:	Salesman: Al Pacheco	
Contact: Miguel Valdez	e-mail:		
Address: 3590 Rubidoux Blvd			
City: Jurupa Valley	State: CA	Zip Code: 92509	
Phone: (951) 684-7580	Fax:	Cell Phone #:	
Delivery To: 3590 Rubidoux Blvd			
City: Rubidoux Community Services	State: CA	Zip Code:	
Directions: Corona Yard			
Site Contact: Miguel Valdez	Site Phone: (951) 684-7580		

**DESCRIPTION OF EQUIPMENT**

QNTY(equip)	SIZE	Well #1 and Well #2	QNTY (time)	TIME/UNITS	PRICE EACH	TOTAL PRICE
2	QAS 250	120/208- 277/480VAC 60Hz Single Shift	1	Monthly	\$3,375.00	\$6,750.00
						\$0.00
						\$0.00
		Equipment based on availability				
	Note:	300hr service on generator will be billed based on normal business hours 7:30 - 4:30 PM portal to portal Monday through Friday at time and material rates.			\$1,100.00	\$0.00
	Note:	If fueling is requested it will be billed out at a rate of \$5.50 per gallon with associated fuel delivery charges and/or pump out fees. Pricing is subject to change based on the current market rates.				\$0.00

<b>TERMS OF RENTAL:</b>	Rental Month = 28 days			<b>Generator Rate Matrix</b>				
	<b>RUN HOURS</b>	DAY	WEEK	MONTH	<b>RATE:</b>	DAY	WEEK	MONTH
	Single Shift	0-8	0-40	0-160	Single Shift	\$375.00	\$1,125.00	\$3,375.00
	Double Shift	(9-16)	41-80	161-320	Double Shift	\$562.50	\$1,687.50	\$5,062.50
	Triple Shift	17-24	81-168	321-672	Triple Shift	\$750.00	\$2,250.00	\$6,750.00
<b>Labor</b>	Certified Electrician for set up and strike of temporary generator, to include final connections to main electrical panel.				<b>***NOT INCLUDED***</b>			
	24hr =Day / 3 Days= Week / 3 Weeks= Month							

<b>Comments:</b> See below for shift rates. Quotation valid for 30 days. Damage waiver to be removed upon completion of certificate of insurance. Pricing is based on a Monthly single shift rate. Billing will be every 28 days or upon equipment's return, whichever occurs first. Pricing does not include set up or dismantle labor. Customer will need to return the generator to the same level as when delivered; if Valley Power Systems Rental must added any fuel, the customer will be billed at current market rates. <u>Service of the generator must be every 250 hours.</u>	<b>TOTAL RENTAL COST*</b>	\$	6,750.00
	Estimated Delivery/Pickup	\$	1,650.00
	<b>SALES TAX (Where applicable)</b>	\$	523.13
	<b>DAMAGE WAIVER 14%</b>		TBD
	<b>ENVIRONMENTAL FEE</b> 2% of Rental Equipment		N/A
<b>TOTAL REPLACEMENT VALUE OF EQUIPMENT:</b>	\$250,000.00	<b>TOTAL PRICE</b>	\$ 8,923.13

DAMAGE WAIVER: For an additional fee, we agree to waive claims for damage to equipment while in your possession. This waiver is defined in paragraph 9 of the "Terms and Conditions" part of this contract. Damage waiver is required unless customer has supplied Valley Power Systems with a certificate of insurance showing that protection is provided specifically for our equipment. Customer understands that damage waiver is not insurance. CERTIFICATE OF INSURANCE MUST BE RECEIVED PRIOR TO DELIVERY OF EQUIPMENT. NO CREDIT WILL BE ISSUED IF CERTIFICATE IS RECEIVED

Customer accepts/declines the damage waiver by initialing in the indicated space.	Accepts-	Declines
<b>Certificate of insurance is on file.</b>	NO	YES

RENTAL PERIOD:	FROM:	TO:	SPECIAL NOTES:
DELIVERY/SETUP DATES:	TO:	FROM:	By signing this form, customer acknowledges receiving a copy of the CARB (California Air Resource Board) permit,
PICKUP/STRIKE DATES:	TO:	FROM:	
ON SITE RE-FUELING:	\$ 5.50 per gallon	Fuel delivery schedule set for:	

Lessee's acceptance of page 1	Initial Here	Date
-------------------------------	--------------	------

Labor Rates	Labor is billed at \$130.00 per hour straight time/\$195.00 per hour overtime when requested. Final electrical termination is NOT included. Per Diem and travel expenses are the customer's responsibility.
Service	Generator will need service every 200 hours of operation. Valley Power Systems can provide this service on a time and materials basis, based on the above rates.
Fuel	Due to EHS restrictions, internal fuel tanks on 300kw machines and larger are delivered 1/4 full and must be returned in the same manner.

Should Lessee elect to retain the equipment beyond the original lease period, Lessor must be notified prior to the completion of the original lease period. This is for the use of the equipment only. It does not provide for operations, Fuel, Oil, or any other operating and/or normal maintenance expenses. This lease does not include the cost of an operator or technician unless specifically detailed in the description of the equipment leased.

**1) Payment**

All rent due under this lease shall be paid net 15 days to the office of lessor at the address designated in this lease. Payment for the minimal rental period is payable before delivery of the equipment to the lessee. All overdue payments shall bear interest at the greater of eighteen percent per annum (18%) or the highest amount otherwise allowable by law without prejudice to the lessor's rights. Incidental charges such as fuel, excess labor, additional equipment will be invoiced at the conclusion of the event.

**2) Acceptance of Equipment:**

Lessee agrees that the receipt and acceptance by the lessee of the Equipment confirms that the Equipment has been accepted and found to be in good, safe and serviceable condition, fit for use and lessee also acknowledges that the Equipment has been inspected prior to taking possession and finds the equipment suitable for the needs in which it has been leased. Lessee further acknowledges and understands that proper operation and use of the Equipment must be done in accordance with the instructions and manuals provided with the equipment.

**3) Use of Equipment:**

The Lessee shall use reasonable care and necessary maintenance to ensure that the Equipment is in proper working condition before each start-up or use of the Equipment by the Lessee. The Lessee agrees to care for the Equipment properly, to use it within its rated capacity, to restrict use to the Lessee's authorized personnel and to prohibit anyone other than Lessee's or Lessor's authorized personnel to maintain and repair the Equipment and to notify the Lessor immediately of accident or failures of the Equipment or any impact on the use of the Equipment. The Lessee shall at Lessee's expense provide for the Equipment including supplying fuel, oil, greases, 50/50 mix coolant and filters. Daily checking of the general condition, including tires, oil levels, cooling system, water and batteries, recharging batteries and the like will be performed in a routine preventive maintenance fashion by the Lessee. In the event the Equipment is damaged or not operational, the lease term shall continue and all payments due shall continue to be paid.

Lessee shall not use the Equipment more than eight hours on any one-day, nor more than five days in any one week, nor more than 22 days in one month. If Lessee does use the Equipment more than eight hours in any one-day, but less than 16 hours, the Lessee will pay a rental rate based upon one and half times the monthly rental rate for the hours in excess of eight hours per day. If lessee uses the equipment more than 16 hours per day, then Lessee will pay rental based upon two times the monthly rental rate for the hours used in excess of 16.

Operation of this Equipment should be conducted following all applicable environmental regulations including, but not limited to, spill prevention and response requirements. Any spill prevention and response activity and cost associated with the operation of this equipment are the responsibility of the Lessee. Oil and filter service must be done every 200 hours of run time. This service will be invoiced to Lessee at time and material only.

**4) Warranty:**

THE LESSOR AND THE MANUFACTURER OF THE EQUIPMENT MAKE NO REPRESENTATIONS OR WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS. It is the Lessee's obligation to determine if the equipment and the use of the Equipment comply with any laws, rules, specifications or contracts which provide for special machinery, apparatus or special methods.

**5) Equipment Location:**

Lessee agrees whenever requested by Lessor to give Lessor the exact location of the Equipment and shall permit the Lessor at all times to enter any shop building or location where the Equipment is being used for the purpose of inspection, repair or servicing.

**6) Title:**

This is a rental agreement only and nothing in this agreement conveys to the Lessee any right, title or interest in or to any of the Equipment. Retention of possession of the Equipment after the lease period has expired constitutes a material breach of this Agreement. If the equipment is not returned for whatever reason at the end of the rental period, the lessor may retake possession without any notice or legal process whatsoever. Lessee agrees to indemnify defend and hold Lessor harmless from any and all claims and costs arising from such retaking of the equipment.

**7) Indemnification and Risk Assumption:**

Lessee upon acceptance of the Equipment assumes all risk and liability for the use, transportation and care of the Equipment and agrees to indemnify, save and hold the Lessor and the manufacturer harmless from all claims, liens, all losses or damage to the Equipment and all loss, damage claims penalties, liability and expenses, including attorneys fees, howsoever rising or incurred because of the Equipment or operation of the Equipment during the lease period. The Lessor shall not be liable to the Lessee for any loss, delay or damage of any kind or character resulting from defects in, or the inefficiency of the Equipment or accidental breakage of the Equipment.

**8) Insurance:**

Lessee, at its own expense, shall carry adequate insurance as approved by Lessor against bodily injury including death and property damage with coverage of at least \$1,000,000.00. The Lessee also agrees to protect the Lessor with insurance coverage to cover damage to the Equipment occasioned by any cause that may occur during the life of this Lease. Lessee agrees to provide Lessor with a certificate of insurance evidencing Comprehensive General Liability and Property Insurance on the equipment, naming Lessor as lost payee.

**9) Damage Waiver:**

By Customer initial acceptance of the Damage Waiver on the front of this agreement and with immediate notification in the event of any accident and the prompt submission of applicable police reports, rental center and customer agree that rental center will waive any claim against customer for direct physical damage to the equipment for any external cause, except as follows:

- a) Loss or damage resulting from overloading or exceeding rated capacity of the Equipment
- b) Loss or damage to motors or other electrical appliances for devices caused by artificial current.
- c) Damage to tires, tubes and wheels caused by blowout, bruises, cuts and other causes inherent in the use of the Equipment.
- d) Loss due to mysterious disappearance, wrongful conversion by person entrusted with the Equipment or a shortage disclosed on inventory.
- e) Loss or damage caused by infidelity of customer, its employee, or persons to whom the Equipment is entrusted.
- f) Loss or damage resulting from misuse, abuse, failures to maintain, cleanliness, proper oil, fuel, hydraulic, coolant, or pressure levels, lack of lubrication or other normal servicing of Equipment.
- h) Damage from dirtying of Equipment by paint, mud, plaster, concrete, rosin or any other material. Customer is responsible for cleaning and repainting, as required.

**10) Technical Support**

Lessee understands that without onsite technical support for event, Valley Power Systems cannot be responsible for issues that may arise from the interfacing of event equipment to Valley Power Equipment and automatic credit will not be given. If a service call is needed, Valley Power Systems will respond in the fastest method possible. If the diagnosis indicates an issue with non-Valley equipment, a service call fee and any additional labor or equipment needed will be invoiced to the client after the event.

The Customer has read and understands the terms and conditions on this page and by signing below agrees to all terms, conditions, rates and charges listed on both page 1 (one) and page 2 (two).



**Valley**  
AND THE VALLEY POWER SYSTEMS  
FAMILY OF COMPANIES

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

Printed:           Al Pacheco          

Title:           Rental Manager          

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

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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



RENTAL QUOTE

POWER & HVAC  
BRANCH 19B  
1910 STONEHURST DR  
RIALTO CA 92377-8500  
909-918-3214

# 196480187

Job Site | RUBIDOUX COMMUNITY SERVICES  
3590 RUBIDOUX AVE  
JURUPA VALLEY CA 92509  
Office: 951-235-6601 Cell: 951-235-6601

Customer # : 5186513  
Quote Date : 07/29/21  
Estimated Out : 08/09/21 09:00 AM  
Estimated In : 11/01/21 09:00 AM  
UR Job Loc : 3590 RUBIDOUX AVE, J  
UR Job # : 1  
Customer Job ID:  
P.O. # : TBD  
Ordered By : MIKE VALDEZ  
Written By : PETER GARCZEK  
Salesperson : PETER GARCZEK

RUBIDOUX COMMUNITY SERVICES  
3590 RUBIDOUX AVE  
JURUPA VALLEY CA 92509

This is not an invoice  
Please do not pay from this document

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
2	2403301	GENERATOR 250-299 KVA PRICING LISTED IS FOR SINGLE SHIFT USAGE SINGLE SHIFT: 8HR/DAY 40HR/WEEK DOUBLE SHIFT: 16HR/DAY 80HR/WEEK TRIPLE SHIFT: UNLIMITED USAGE DOUBLE SHIFT RATES ARE 1.5 TIMES SINGLE TRIPLE SHIFT RATES ARE 2 TIMES SINGLE ***** CUSTOMER WILL BE BILLED FOR A PREVENTIVE MAINTENANCE SERVICE CHARGE FOR EVERY 250 HOURS USED--\$400		1,166.00	1,307.00	3,921.00	23,526.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI] 176.445	EACH	176.45
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 297.000	EACH	297.00
1	DELIVERY CHARGE	400.000	EACH	400.00
1	PICKUP CHARGE	400.000	EACH	400.00
Sales/Misc Subtotal:				1,273.45
Agreement Subtotal:				24,799.45
Rental Protection:				3,528.90
Tax:				1,890.96
Estimated Total:				30,219.31

COMMENTS/NOTES:

CONTACT: MIKE VALDEZ  
CELL#: 951-235-6601  
DLV/PKU LOC SELECTED BY MAP PIN OPTION

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



# Rental Quote

Quote E71938

656 E. LA CADENA DR., RIVERSIDE, CA 92507  
 RIVERSIDE Ph: 951-683-5960 Fax: 951-788-5112

Date Out: 08/01/2021 Sun 12:42 PM  
 Est. Date In: 08/29/2021 Sun 12:42 PM  
 Delivery Date: 08/01/2021 Sun 08:00 AM

Customer: 0053455  
 Bill to: RUBIDOUX COMMUNITY SERVICE D  
 Attention: Account Payable  
 3590 RUBIDOUX BLVD  
 RIVERSIDE, CA 92509-4525

Jobsite: GENERATOR RENTAL  
 Contact: MIGUEL VALDEZ  
 Phone: 951 684 7580  
 3590 RUBIDOUX BLVD  
 RIVERSIDE, CA  
 92509-4525

Signed By: MV  
 Order By: MIGUEL VALDEZ

Written By: JASON WONDOLLECK  
 Sales Rep: JASON WONDOLLECK  
 PO #: QUOTE

Deliv Notes: BILLED AT \$125 PER HOUR PORTAL TO PORTAL

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
-----	-------------	-----	------	-------	--------

Deliv Notes: BILLED AT \$125 PER HOUR PORTAL TO PORTAL

### Rental Items

ALL RENTAL ITEMS ARE TAXABLE LINE ITEMS WITH (T) ARE TAXABLE					
1	511-0200 200KW GENERATOR STANDBY 480/277 VOLT	\$450	\$1,350	\$4,050	4,050.00
1	511-0200 200KW GENERATOR STANDBY 480/277 VOLT	\$450	\$1,350	\$4,050	4,050.00
10.	ID:CABLE 50' SERIAL:CABLE 50' MODEL:CABLE CABLE 4/0 50' 10 50' CABLES 10 MALE 10 FEMALE PIGTAILS	\$20	\$20	\$60	600.00

\*\*\*\*\*  
 RENTAL UNIT IS ON RENT UNTIL A CALL  
 OFF NUMBER IS CREATED.  
 \*\*\*\*\*

RATES BASED ON SINGLE SHIFT:  
 8 HOUR DAY / 40 HOUR WEEK / 160 HOUR MONTH  
 DOUBLE SHIFT = 1.5 X SINGLE SHIFT RATE



# Rental Quote

Quote E71938

656 E. LA CADENA DR., RIVERSIDE, CA 92507  
 RIVERSIDE Ph: 951-683-5960 Fax: 951-788-5112

Date Out: 08/01/2021 Sun 12:42 PM  
 Est. Date In: 08/29/2021 Sun 12:42 PM  
 Delivery Date:

Customer: 0053455  
 Bill to: RUBIDOUX COMMUNITY SERVICE D  
 Attention: Account Payable  
 3590 RUBIDOUX BLVD  
 RIVERSIDE, CA 92509-4525

Jobsite: GENERATOR RENTAL  
 Contact: MIGUEL VALDEZ  
 Phone: 951 684 7580  
 3590 RUBIDOUX BLVD  
 RIVERSIDE, CA  
 92509-4525

Signed By: MV  
 Order By: MIGUEL VALDEZ

Written By: JASON WONDOLLECK  
 Sales Rep: JASON WONDOLLECK  
 PO #: QUOTE

Deliv Notes: BILLED AT \$125 PER HOUR PORTAL TO PORTAL

QTY DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
-----------------	-----	------	-------	--------

### Rental Items

TRIPLE SHIFT = 2 X SINGLE SHIFT RATE

\*\*\*\*\*

RENTAL RATES APPLY REGARDLESS IF UNIT IS NOT REQUIRED TO OPERATE. ANY SPECIAL PERMITS NEEDED TO OPERATE ARE THE CUSTOMER'S RESPONSIBILITY. IN ACCORDANCE WITH AIR QUALITY REQUIREMENTS, CUSTOMERS MUST MAINTAIN MONTHLY LOCATION LOGS. LOG SHEETS ARE LOCATED IN THE ENGINE COMPARTMENT DOOR. COMPLETED LOGS MUST BE RETURNED WITH UNIT. FOR MORE INFORMATION REFER TO ADDITIONAL TERMS AND CONDITIONS. NOT APPLICABLE TO ELECTRIC MOTOR-DRIVEN PRODUCT.

UNIT TO BE SERVICED EVERY 250 HOURS ON 800KW AND SMALLER. CUSTOMER RESPONSIBILITY  
 UNIT TO BE SERVICED EVERY 500 HOURS ON 1000KW AND LARGER. CUSTOMER RESPONSIBILITY  
SHIFT	WEEKLY	MONTHLY	SHIFT RATE
SINGLE	0-40HR	0-180HR	BASE RATE
DOUBLE	40-80HR	181-360HR	BASE X 1.5
TRIPLE	81-168HR	361+ HR	BASE X 2.0

### Miscellaneous Items



# Rental Quote

Quote E71938

656 E. LA CADENA DR., RIVERSIDE, CA 92507  
 RIVERSIDE Ph: 951-683-5960 Fax: 951-788-5112

Date Out: 08/01/2021 Sun 12:42 PM  
 Est. Date In: 08/29/2021 Sun 12:42 PM  
 Delivery Date:

Bill to: Customer: 0053455  
 RUBIDOUX COMMUNITY SERVICE D  
 Attention: Account Payable  
 3590 RUBIDOUX BLVD  
 RIVERSIDE, CA 92509-4525

Jobsite: GENERATOR RENTAL  
 Contact: MIGUEL VALDEZ  
 Phone: 951 684 7580  
 3590 RUBIDOUX BLVD  
 RIVERSIDE, CA  
 92509-4525

Signed By: MV  
 Order By: MIGUEL VALDEZ  
 Deliv Notes: BILLED AT \$125 PER HOUR PORTAL TO PORTAL

Written By: JASON WONDOLLECK  
 Sales Rep: JASON WONDOLLECK  
 PO #: QUOTE

QTY DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
<b>Miscellaneous Items</b>				
1 ENV REC FEE 2(T)			2.00 %	174.00
1 FIRE, THEFT & VANDALISM			14.00 %	1,218.00
State 7.25% County 0.5% City 1% Total Tax: 8.75%				776.48
<b>Total:</b>				<b>10,868.48</b>

**AGREEMENT AND ACKNOWLEDGEMENT**

**CARB REGULATIONS** When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>.

The undersigned warrants, represents, and agrees on behalf of the customer ("Customer"): (1) that the undersigned has authority to contract for Customer; (2) that the lease of the equipment listed above ("Equipment") by Quinn Company, Quinn Company dba Quinn Power Systems and Quinn Rental Services or by Quinn Lift (collectively, "Quinn") to Customer shall be subject to all of the terms and conditions set forth in this Rental Agreement (this "Agreement"); (3) that I have read and understand all said terms and conditions; (4) that I have the right to make a pre-delivery inspection and have informed Quinn of any damage or deficiency that may exist; (5) that I understand that air quality regulations may affect the operation and use of Equipment and I agree to all requirements stated in Additional Terms and Conditions, paragraph entitled "Air Quality Requirements for Equipment", including any specific requirements an agricultural source may have in registering the Equipment with the local air district, and (6) that by executing this Agreement I specifically agree to all of the terms and conditions of this Agreement and the Additional Terms and Conditions attached hereto, including, without limitation, the licensing and inspection requirements and disclaimers set forth in Section 28 of such Additional Terms and Conditions. Client warrants that the invoiced goods or services will be used for business or agricultural purposes and not for personal, family or household purposes.

**AN ADDITIONAL 14% FEE WILL APPEAR ON FINAL INVOICE UNLESS FIRE, THEFT, VANDALISM WAIVER IS REJECTED. REJECTION OF THIS WAIVER REQUIRES CUSTOMER TO INITIAL BELOW AND PROVIDE PROOF OF APPLICABLE INSURANCE**

( ) REJECT - INITIAL AND PROVIDE INSURANCE CERTIFICATE

AGREED TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Signature) (Printed Name) (Title)

DATE OUT: \_\_\_\_\_ HRS OUT: \_\_\_\_\_ DATE IN: \_\_\_\_\_ HRS IN: \_\_\_\_\_ RETURNED BY: \_\_\_\_\_

**IMPORTANT! PLEASE READ THE ADDITIONAL TERMS AND CONDITIONS ATTACHED HERETO BEFORE SIGNING**



**Valley**  
**Power Systems, Inc.**  
 1450 N Fitzgerald Ave. Rialto, Ca 92376 951-520-7290

July 30, 2021

Quote No. QK4-21-412718-3-1-BN



Miguel Valdez  
 Director of Operations  
 Rubidoux Community Services District  
 3590 Rubidoux Blvd.  
 Jurupa Valley, CA 92509  
 (951) 684-7580 ext 1262

**Reference: Rubidoux Community Services District ATS**

Valley Power Systems, Inc. is pleased to offer the following Transfer Switch your use on the above referenced project. This proposal is based on our meeting and our interpretation of your requirements. No written details, plans, specifications or drawings were used during our review.

**Exception taken to anything not included in this proposal.**

**Major system components include:**

One (1) ASCO Series 300 Automatic Transfer Switch, rated at 400A, 277/480V, 3 Phase, 3 Pole, in a Type 3R enclosure.

ASCO ATS Extended Warranty, effective from date of startup, for:  
 2 years as published in ASCO Brochure.

Jobsite installation inspection, initial startup, and initiation of warranty, by a certified ASCO technician during normal working hours Monday through Friday 7:00 a.m. to 4:00 p.m. Testing will utilize building load unless the specification states otherwise. Fuel for testing is excluded. Any jobsite orientation and training of operating personnel will be accomplished at the time of startup.

System Price: FOB Factory, freight is not included in this quotation. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 7:00 a.m. to 4:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

ASCO 400A ATS price is .....	\$3,755.00
Freight to Rubidoux Community Services District .....	\$266.00
ASCO Startup .....	\$705.00
<b>Total .....</b>	<b>\$4,726.00</b>

**(Tax Not Included)**  
**Unit in currently Stock as of 7/30/215.00**



## ASCO ATS BOM

#1	ATS	AMPS: 0400	QTY: 1
Product : Series 300		Catalog Number : J03ATSA30400NGXF,11BE	
Service Voltage / Hz : 480V/60Hz		Optional Accessories : 11BE	
Bypass Isolation : Not Applicable		Product Description : 300 Series, Automatic Open Transition Transfer Switch	
No. of Switched Poles : 3		Neutral Configuration : Solid [A]	
Frame = J, Switch Rating = 0400, Series = 300		No. of Cables & Lug . 1, #4 AWG to 600 MCM or (2) 1/0 Size AWG to 250 MCM	
Enclosure : 3R(F)-UL Type 3R Enclosure (See Disclaimer 3)		Service : Three Phase, 4-wire	
Extended Warranty : Not Included		Markings :	
<b>ACCESSORY DESCRIPTIONS</b>			
	Accessory Code	Description	
1	11BE	Adds the following features to the Group G controller: (1) Serial RS-485 Modbus Communications (2) Multi-Schedule Engine Exerciser (3) a 300 Entry Event Log and (4) a common alarm output function. When applied on 3-phase systems it also enables: (1) 3- Phase Emergency Source VLL sensing (2) Phase Rotation Monitoring (3) Emergency Source VLL Unbalance Monitoring.	

**Notes:**

ASCO Power Technologies reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

**Notes, Exceptions or Options:**

1. Exception taken to all NETA Testing requirements. We will provide Genset testing as described below.
2. It is customer's responsibility to verify quoted materials and services meet specifications, drawing requirements and codes. No written details and drawings have been provided. Exception taken to anything not included in this proposal.
3. We reserve the right to re-quote due to clerical errors.
4. Applicable Taxes and Freight have not been included.
5. Fuel piping, wiring and limit switches thru and from engine to the day tank and other fuel source is By Others.
6. Off-loading, installation, anchoring, anchor bolts and wiring of the generator and other loose parts are By Others.
7. No power lugs are included unless they are a manufacturer's standard

# Valley

**Delivery:** Current ESTIMATED factory lead-time is 1 to 2 weeks from factory order date after release for production, plus 1 week for shipment to the jobsite. ESTIMATED factory lead times are after receipt of approved purchase order and approved submittals. Time for processing Purchase Order or pending submittal approval not included in lead-time. Lead-Time dates are subject to manufacturers change due to product availability and should not be considered a "promise" delivery date.

**Permits:** A.P.C.D, SCAQMD or other Air Quality District or Building Permits fees and compliance are excluded. Due to the generator location the governing Air Quality District may require a health risk study. The cost for this study and any additional emission equipment required due to the study are excluded. It is the customer or end users responsibility to file and secure all permits and licenses pertaining to the Air Quality Management District or the local ruling agency for the installation and operation of this equipment. All permits must be secured prior to installation of the equipment. Delays of acceptance or cancellation of orders due to insufficient permitting may result in storage or other fees up to 100% of the contract price.

**Installation:** Valley Power Systems, Inc. is a supplier of equipment and does not include any Installation, Anchoring, Initial Fuel Fill, Fuel Testing or Major System Testing unless otherwise specified in the Bill of Materials.

**Shipment:** FOB Factory, freight is not included in this quotation. Unless otherwise specified, all risk of loss from the goods shall shift to the Buyer at such time as the goods are delivered to a carrier for shipment to Buyer.

**Start-up Testing:** It is strongly recommended that start-up of the equipment be performed within six (6) months from the date of delivery from the factory. If maintenance or service must be performed in order to bring the equipment up to new conditions as a result of the equipment being idle for more than six (6) months, all maintenance, parts, labor and other associated costs will be the responsibility of the owner. In some cases, prolonged storage longer than (6) six months may impact the warranty coverage provided by the respective manufacturer(s).

**Escalation:** Prices are firm for 15 days, subject to acceptance of our quotation within 15 days. Price will be escalated on the basis of 2% per month for delays due to customer circumstances after 15 days from the date of this proposal.

**Lugging:** Lugs on transfer switches, switchgear and circuit breakers will be per manufacturer's standard. No credit is allowed for unused lugs, unless we propose (in writing) to furnish special lugs at a price.

**Payment Terms & Price:** The terms are based on cash paid at time of shipment from the sellers' plant to the purchaser unless prior arrangements have been approved. Seller reserves the right to require accelerated payment terms including cash payment in full in advance of ordering any product or material. Valley Power Systems Inc. is a supplier of equipment, not a subcontractor, and as such, does not allow or accept retentions. The price on this quote is based on acceptance of Valley's Terms and Conditions of Sale which are incorporated herein by reference. Any conflicting or additional terms may result in an increased price.

**Cancellation:** Circumstances may require cancellation of some or all of equipment ordered. In that event, cancellation charges will be levied based on our actual costs.

**Conformity:** The information upon which this quote is based was per your verbal request, and may or may not conform to complete plans. Valley Power Systems Inc. scope of supply is strictly limited to the equipment as described in this quotation.

We follow all state and federal laws. Company policy requires that we file pre-lien notices. We also will file stop notices or the prerequisite notice on payment bonds if payment for items purchased are not paid according to their terms or before the expiration of time allowed by California Civil Code. This proposal is subject to the terms and conditions stated herein and on the attached page.

# Valley

Steve Connors

*Steve Connors*

New Equipment Sales Representative  
Valley Power Systems, Inc.

D: (951)360-4601

C: (951)520-7290

E: [steve.connors@valleypsi.com](mailto:steve.connors@valleypsi.com)

Robert A. (Bob) Nehlsen



Product Manager, Sales Engineer  
Valley Power Systems, Inc.

D: (626) 934-6148

C: (909) 210-2250

E: [bob.nehlsen@valleypsi.com](mailto:bob.nehlsen@valleypsi.com)



## VALLEY POWER SYSTEMS, INC. AND SUBSIDIARIES

### TERMS AND CONDITIONS OF SALE

PROJECT: \_\_\_\_\_

Acceptance of this Proposal by \_\_\_\_\_ (hereinafter referred to as "Buyer") shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions in addition or different from this Proposal are objected to and shall have no effect. Buyer's agreement herewith shall be evidenced by Buyer's signature hereon or by permitting Valley Power Systems, Inc. and/or any of its parents, affiliates, or subsidiaries (hereinafter referred to as "Valley") to commence work for the above referenced Project.

1. Payment terms are cash paid prior to shipment to Buyer unless prior arrangements have been made with Valley's credit department. Valley reserves the right to require accelerated payment terms including cash payment in full in advance of ordering any product or material. No provision of this agreement shall serve to void Valley's entitlement to payment for properly performed work or suitably stored materials or to require Valley to continue performance if payments are not made. Valley shall have the right to file a lien or claim on its behalf in the event that any payment to Valley is not timely made. Valley is a supplier of equipment not a subcontractor, and as such, does not allow or accept retentions.

2. All sums not paid when due shall bear an interest rate of 1-1/2 percent per month or the maximum legal rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Buyer.

3. No back-charges or claim of the Buyer for services shall be valid except by an agreement in writing by Valley before the work is executed, except in the case of Valley's failure to meet any requirement of the Proposal work. In such event, the Buyer shall notify Valley of such default, in writing, and allow Valley reasonable time to correct any deficiency before incurring any cost chargeable to Valley.

4. Buyer is to prepare all work areas so as to be acceptable for Valley's work under the Contract. Valley will not be called upon to start work until sufficient areas are ready to insure continued work. If Valley is performing work outside any Valley facility, the Buyer shall furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical and water at no cost to Valley.

5. Valley shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the Contract. Valley shall not be responsible for delays or defaults where occasioned by any causes of any kind that extend beyond its control including but not limited to: delays caused by the owner, general contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. Valley shall be entitled to equitable adjustment in the Contract amount for additional costs due to unanticipated project delays or accelerations caused by others whose acts are not Valley's responsibility and to time extensions for unavoidable delays. Buyer shall make no demand for liquidated damages of any kind.

6. Valley's workmanship is guaranteed for a period of six months from the date of delivery to Buyer, unless otherwise expressly required by the California Air Resources Board. New or remanufactured parts, materials, or equipment are warranted only to the extent of the warranty furnished by the manufacturer of such parts, materials or equipment. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR

# Valley

PURPOSE. The exclusive remedy shall be that Valley shall replace or repair any part of its work that is found to be defective. Valley shall not be responsible for damage or defect caused by abuse, modifications not executed by Valley, improper or insufficient maintenance, improper operation or normal wear, tear and usage. Valley's sole obligation under this warranty is to correct any defects as provided herein. The liability of Valley arising out of such defects shall not in any case exceed the cost of correcting such defects in accordance with this warranty, or the Contract amount, whichever is less, and shall not include any transportation charges, owner's labor or materials (except as authorized in writing in advance), loss of profits or revenue, or any direct or indirect consequential damages of any kind. Warranty on parts and material is limited to the terms and conditions of the respective manufacturer's written warranty statement.

7. Work called for herein is to be performed during Valley's regular working hours. All work performed outside of such hours shall be charged for at rates or amounts agreed upon by the parties at the time overtime is authorized.

8. Buyer shall, if the Owner does not, purchase and maintain all insurance upon full value of the entire Contract and/or materials delivered to the jobsite, which shall include the interest of "Valley Power Systems Inc. and its Affiliates and Subsidiaries." At any time, Valley may request from Buyer a Certificate of Insurance verifying said insurance.

9. Valley shall indemnify and hold harmless Buyer, Owner, Architect or others from damages only to the extent such damages were caused by the sole negligence or willful omission of Valley or anyone for whose acts Valley is liable.

10. Buyer assumes all responsibility for ensuring goods or services purchased from Valley are suitable for and can be permitted for their intended use, unless otherwise expressly required by the California Air Resources Board or other regulatory agency. Buyer is responsible for securing all emissions or other permits required for operation.

11. By signing this agreement, the Buyer represents to Valley that the Buyer has complied with all applicable legal requirements regarding the competitive bidding of public works contracts, including but not limited to those contained in the California Public Contract Code.

12. Where there is a conflict between provisions of the contract documents between the Owner and Buyer and this Proposal, then this Proposal shall govern.

\_\_\_\_\_  
Customer or End User / Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name

# Center Electric Services, Inc.

3679 Van Buren Blvd.  
Riverside, CA 92503

# Estimate

Date	Estimate #
8/2/2021	1180

Name / Address
Rubidoux Community Services District P.O. Box 3098 Rubidoux, CA 92519

Description	Qty	Base Rate	Rate	Total
Job Description: Generator cables per site 50' (Budget Price)				0.00
Option 1: DLO Cable:				
4/0 DLO Cable (Material price is good for 24hrs)	200	0.00	7.33	1,466.00
Lug (Material price is good for 24hrs)	8	0.00	6.44	51.52
Riverside County 1.0 Straight Time Prevailing Rate, Inside Wireman.	8	116.00	116.00	928.00
Truck with basic tools and testing equipment.	8	19.00	19.00	152.00
Total				2,597.52
Option 2: Conduit and wire exposed across ground				
EMT Conduit and wire (Material price is good for 24hrs)	50	0.00	39.30	1,965.00
Riverside County 1.0 Straight Time Prevailing Rate, Inside Wireman.	16	116.00	116.00	1,856.00
Truck with basic tools and testing equipment.	16	19.00	19.00	304.00
Total				4,125.00

This estimate may be withdrawn at anytime by Center Electric.

**Subtotal** \$6,722.52

**Sales Tax (0.0%)** \$0.00

**Total** \$6,722.52

13. CLOSED EXECUTIVE SESSION – PURSUANT TO GOVERNMENT CODE  
SECTION 54956.9: BAKER LITIGATION CASE NO. RIC2003649.

14. DIRECTORS COMMENTS – NON-ACTION



15. ADJOURNMENT