

Rubidoux Community Services District

Board of Directors

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

General Manager

Jeffrey D. Sims



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

NOTICE AND AGENDA FOR THE RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD MEETING

Thursday, April 7, 2022, at 4:00 PM

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

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

Note the following:

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

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

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

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

+1 669 900 9128
+1 346 248 7799

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

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

1. Call to Order – Hank Trueba Jr., President
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes for the March 17, 2022 Regular Meeting
5. Consideration to Approve April 8, 2022, Salaries, Expenses and Transfers
6. Public Comment

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

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

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

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

ACTION ITEMS:

9. **PUBLIC HEARING** - Amendment to the 2020 Urban Water Management Plan, Water Shortage Contingency Plan, adoption of related Ordinance 2022-130 to Implement the Water Shortage Contingency Plan: **DM 2022-26**
10. Consider Adoption of Resolution No. 2022-886 Authorizing Execution of Amended and Restated JCFA With Respect to JUSD CFD No. 19: **DM 2022-27**
11. Consider Blais & Associates Proposal to Prepare Sub-Application For CalOES Hazard Mitigation Plan Funding: **DM 2022-28**
12. Directors Comments - Non-action
13. 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 MARCH 17, 2022, REGULAR MEETING

MINUTES OF REGULAR MEETING
March 17, 2022
RUBIDOUX COMMUNITY SERVICES DISTRICT

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

DIRECTORS ABSENT:

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

Call to order: the meeting of the Board of Directors of the Rubidoux Community Services District by President Trueba, at 4:00 P.M., Thursday, March 17, 2022, by teleconferencing at District Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

ITEM 4. APPROVAL OF MINUTES

Approval of Minutes for March 3, 2022, Board Meeting.

Director Skerbelis moved, and Director Muniz seconded to approve the March 3, 2022, Regular Board Minutes as presented.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 5. Consideration to Approve the March 18, 2022, Salaries, Expenses and Transfers.

Consideration to Approve the March 18, 2021, Salaries, Expenses and Transfers.

Director Muniz moved, and Director Skerbelis seconded to Approve the March 18, 2022, Salaries, Expenses and Transfers.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 6. PUBLIC ACKNOWLEDGE OF NON-AGENDA MATTERS

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

ITEM 7. CORRESPONDENCE AND RELATED INFORMATION

There was nothing to offer for correspondence and related information.

ITEM 8. MANAGER’S REPORT

Operations Report:

Miguel Valdez reported on the water/wastewater report for the month of February. Potable water averaged 3.77 mgd per day. Wastewater deliveries to the City of Riverside averaged 1.66 mgd.

Well No. 18 produced 50.1%, Well No. 1 produced 2% of the water, Well No. 4 produced 8.3%, Well No. 6 produced 12.9%, and Well No. 8 produced 26.7% of the water.

Emergency and Fire Report:

Chief Veik reported the Incidents Reported for the month of February 2022. Station 38 had a total of 221 calls. Of the total calls 148 calls, 67%, were medical aides.

We are in a drought. We got all our average rainfalls for this rain season in the beginning of January and haven’t had a drop since. Inspector Joe Lewis has to date done 765 weed abatement inspections. There will be a series of second inspections. He’s done 19 annual visit inspections trying to keep our community safe and protecting the 911 alarm from going off.

There was a 5-alarm palate yard fire on Sunday (March 13) in the Belltown area of the District. There was significant damage. Jake Jones and the code enforcement team had already been out there with several citations on electrical codes and there was still a significant incident. Palate yards are an extreme challenge in the City of Jurupa Valley and RCSD. Many of them are operating without a business license. It will not be fixed overnight, but the pressure will stay high. There was also a 4-alarm fire in Jurupa Valley in the Pedley area off 54th Street. 18 horses were killed in the incident.

Director Skerbelis inquired if the chipping and grinding businesses are regulated. Chief Veik’s response was, “Yes, every business is regulated in our city with city code enforcements”.

Mr. Sims added that there was a meeting with all the city/county partners today with Chief Weiser. There will be some cost impacts to the budget. The changes to the annual County Fire Contract will be impacted due to pass through costs from the state. The state made changes to their CalPers benefits, and they will be included in the upcoming budget discussions. There was also a request that the fire inspector's vehicle needs replacement. Likely a new vehicle purchase shared between Eastvale, Jurupa and RCSD will happen in the upcoming FY 2023 Budget.

There were some requests from Director Murphy at a previous meeting. They have been addressed. Mr. Laddusaw provided the salary tables from the MOU's. Mr. Sims followed up with the City of Jurupa Valley on the status of the abatement of the encampment behind the fire station. The city has actively been working to get an abatement order legally through the court system, but the court system has been impacted due to COVID. As soon as they get the abatement order they are going to do whatever they need to do to get the property abated.

ITEM 9. Receive and File Statement of Cash Asset Schedule Report Ending February 2022. DM 2022-20.

BACKGROUND

Attached for the Board of Directors' consideration is the February 2022 Statement of Cash Asset Schedule Report for all District Fund Accounts. Our YTD interest is \$34,195.97 for District controlled accounts. With respect to District "Funds in Trust", we show \$1,507.18 which has been earned and posted. The District has a combined YTD interest earned total of \$35,703.15 as of February 28, 2022.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves), we show a balance of \$7,078,972.39 ending February 28, 2022. That's **\$1,039,074.58 LESS** than July 1, 2021, beginning balance of \$8,118,046.97.

Further, the District's Field/Admin Fund current fund balance is \$698,944.35.

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

Director Trowbridge moved, and Director Muniz seconded to Receive and File the Statement of Cash for the Month of February 2022 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 10. Consider Grant Support Services Proposal with Webb Associates. DM 2022-21.

BACKGROUND

Rubidoux Community Services District (“District”) has like most public agencies more projects it would like to complete than readily available funding. Exacerbating this funding issue for the District was the expenditure of over \$5 million of reserves over the last twenty-four months to plan, design, and install treatment equipment on all District wells to remove PFAS contaminants. Although this effort was successful, there are still many projects needing funding such as:

1. Water tank refurbishment
2. AMR/AMI water meter replacement
3. Water distribution system improvements – valve replacements and pipeline replacements
4. Refurbishment of sewer lift stations (electrical and wet well coating)
5. West Valley Water District Intertie
6. Refurbishment of water treatment plants to increase reliability
7. Drying beds to dewater debris from sewer system cleaning (lift stations and pipelines)
8. Building enhancements
9. New Golden West Pump Station
10. Extension of transmission main in Limonite going west for enhanced fire flow

The cost of this list of projects is in the tens of millions and realistically needs to be programmed into the District’s budgeting for many years to come.

Although the District does not have the funding to do these projects now, the plan for the next 2-3 years is to plan, design, and obtain CEQA clearances for known needed projects. Doing this accomplishes several things – 1) it refines the actual scope of the work needing to be done and enables better prioritization, 2) with design and CEQA completed the projects are “shovel ready” making them more competitive for grant funding, and 3) design and CEQA work are not as costly as construction and can be worked on with current District funding.

Blais Associates has been assisting the District with grant applications and doing a good job. Webb Associates is currently working on updates to the District’s Water Master Plan and Sewer Master Plan, Urban Water Master Plan, Water Shortage Contingency Plan, AWIA Documentation, and Emergency Response Plan. They also are actively engaged in supporting staff with technical issues related to most development activities within the District. With Webb having significant technical knowledge about the District, staff believes they can be useful in providing technical support to the District and Blais Associates in preparation of various grant funding applications. Like with Blais, Webb would look for grant funding and when opportunities arise staff would use Blais and Webb to make District applications as competitive as possible.

Webb has provided staff a proposal for on call grant support services dated March 4, 2022, attached. The proposed cost is \$3,000 and would be expended on a time and material basis. Should a funding opportunity arise, staff will obtain specific proposals from both Webb and Blais to prepare the application for the funding sought.

Staff firmly believes investing funds to seek grant funding is a good way to leverage resources benefiting the District’s customers. Competition for limited local, state, and federal funding never ends and takes constant effort to be successful in receiving funding. Funding for this is available

in the approved FY 2022 Budget under Water Fund Operating Expense Line 38 – Water Supply Projects.

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

- 1. Issue Webb Associates a Task Order in the amount of \$3,000 for On Call Grant Support Services using funding from Water Fund Operating Expense Line 38 – Water Supply Projects.**

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 11. Consider Amendment No. 1 to Inter-Agency Operating Agreement between RCSD and JCSD. DM 2022-22.

BACKGROUND

In 2013 Rubidoux Community Services District (“District”) and Jurupa Community Services District (“Jurupa”) collaborated in leveraging grant funding for the design and construction of the Jewel Street Booster Station and interconnecting pipelines. The Jewel Street Facility enables delivery of potable water between the two agencies on an emergency basis and when there are available surplus supplies. Water from Jurupa’s 1100’ pressure zone (“PZ”) to the District’s 1066’ PZ flows through a pressure reducing valve at a maximum rate of 2,700 gallons per minute (“GPM”). Water to Jurupa requires pumping from the District’s 1066’ PZ to Jurupa’s 1100’ PZ with a maximum flow rate of 4,500 GPM.

With construction of this inter-agency potable water intertie, the two agencies then entered into an agreement entitled “Inter-Agency Operating Agreement for Use of the JCSD-RCSD Jewel Street Booster Station and Pipeline Interconnection,” (Agreement”) dated July 28, 2014. This Agreement memorialized the terms regarding the exchange of water between the two agencies, including pricing (Attachment No. 1).

Jurupa ceased taking deliveries of water from the District through the Jewel Street Facility in 2018 due to water quality issues. Since then, the District has expended over \$5 million on added treatment systems to remove 1,2,3-TCP and PFAS contaminants from pumped groundwater.

Jurupa is constructing the Granite Hills Pipeline in phases to enable transmission of high-quality Chino Basin Desalter Water or other available supplies to customers in the easterly portions of its service area without added pumping. Once fully built, the terminus of the Granite Hill Pipeline will be close to the Jewel Street Facility enabling Jurupa to deliver water to the District with low concentration of total dissolved solids (“TDS”). Jurupa through long-term water supply master planning efforts has identified its ultimate potable water demand exceeds its available local

groundwater supply. To meet future ultimate demands Jurupa is evaluating various alternatives such as increasing use of recycled water to offset use of potable water for non-potable purposes, use of Chino Desalter Water, purchase of water from Western Municipal Water District, and supplies from MWD through arrangements with other entities.

Due to the ambient TDS concentration in its local groundwater along with a desire to diversify its water supply portfolio, the District continues to collaborate with various water agencies, including Jurupa, on water supply issues. Recently the District signed an agreement with four other agencies to have access to up to 2,000 acre-feet per year of low TDS imported water. This Metropolitan Water District water ("Imported Water") is available to the District as a retail agency of Western Municipal Water District via wheeling through existing San Bernardino Valley Municipal Water District and West Valley Water District systems.

The District has surplus local groundwater production and treatment capabilities and access to Imported Water beyond what it currently needs to meet potable demands and can deliver surplus water to Jurupa. Looking into the future, the District anticipates the ability to receive surplus low TDS water from Jurupa on a regular basis through the Granite Hill Pipeline once connected to the Jewel Street facility.

Now with water available to move to Jurupa, Jurupa and the District have revisited the Agreement and have determined an addendum is necessary to reflect modifications to the pricing terms. The modifications are necessary to account for:

1. Inflationary pressure: There has been increase to unit pricing since 2018 and since then costs for energy, labor, and chemicals have been increased.
2. Addition of treatment facilities: the District has expended over \$5 million to add treatment systems to remove contaminants and the cost of those facilities is factored into the unit cost of water whether used by District retail customers or Jurupa as a wholesale customer.
3. Addition of Imported Water: the cost of Imported Water to the District is higher than the cost of locally produced and treated supply. The District intends to minimize the purchase of Imported Water, however, once the City of Riverside mandates the District to physically lower its TDS concentration in sewage delivered to the City of Riverside for treatment the District will have to buy a certain volume of Imported Water to use as diluent for TDS in its local groundwater supply. Once this begins all potable water, whether going to a District customer or to Jurupa, will have to be a blend of District local groundwater and Imported Water. Making this blend with Imported Water to meet TDS concentration requirements adds cost to the unit price of water.
4. Jurupa buys more Imported Water than needed by the District: Jurupa may want to purchase Imported Water above what the District needs to dilute its groundwater to meet necessary TDS concentrations. In this scenario this water would be at the full cost the District has to pay for Imported Water.
5. Jurupa has CDA Water for delivery to the District: When Jurupa has surplus water other than locally produced and treated groundwater like CDA Water, Jurupa will make this available to the District at the cost Jurupa has to pay for the water.

Addendum No. 1 (Attachment No. 2) to the Agreement reflects the collaborative efforts of staff at the District and Jurupa. The goal of this Addendum No. 1 is to continue with the principle of equivalent pricing for local groundwater and equitable sharing in costs for Imported Water or other supplies purchased and used by the parties.

The District can produce and treat approximately 13,000 AFY of water at 100% runtime. To account for maintenance, basin level rest, and outages, staff plans to limit production to approximately 60% of the maximum available production and treatment capabilities. This equates to about 7,800 AFY. This amount is sufficient to meet the Districts' customer demands and sales to Jurupa. Based on District customer demand for Calendar Year 2021, the District anticipates needing approximately 5,000 AF for CY 2022, leaving approximately 2,500 AF available for use by Jurupa.

Financially the pricing in Addendum No. 1 will benefit the District and Jurupa. The District benefits by being able to spread fixed costs over a great amount of production, which includes recovery of capital expenses associated with added treatment systems. Jurupa benefits by having access to more potable water supply at a cost approximating what it costs them to produce and treat groundwater, which is less than the cost for supply from CDA or Western Municipal Water District.

Chandler Letulle from JCSD spoke in favor of the partnership. They are looking forward to working with RCSD again. They can make use of the water connection, especially in the next three to five years while they are building more infrastructure. There is a mutual understanding that in no point in time is the intent for either organization to create problems for the other. If there are price changes or cost escalators that need to be considered, they understand that and they will work together to make sure the costs are covered.

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

- 1. Sign Addendum No. 1 to the agreement entitled "Inter-Agency Operating Agreement for Use of the JCSD-RCSD Jewel Street Booster Station and Pipeline Interconnection".**

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 12. Receive and File Report on Reduced Water Sampling Cost Savings. DM 2022-23.

BACKGROUND

In February 2020 Rubidoux Community Services District ("District") was advised by the State of California Department of Drinking Water ("DDW") the Notification and Response Limits for

PFAS contaminants PFOA and PFOS were being lowered. Due to the proximity of the District's potable water wells to the closed County of Riverside Landfill, DDW issued an Order requiring the District to take quarterly samples for PFOA and PFOS and if the average of the quarterly samples exceeded the Response Limit, the District would be required to notify each customer in writing of the exceedance. This put the District under a deadline to have treatment processes in place so the annual average of the quarterly samples would be met on or before June 30, 2021.

The District successfully added treatment processes at all potable wells prior to the deadline, avoided the notifications, and currently meeting all DDW requirements. As part of the work in satisfying DDW requirements for the newly added treatment systems, the District hired Trussell Technologies, Inc. ("Trussell") to prepare Operational Plans for the Smith Plant and Thompson Plant. The Operational Plans are documents outlining specifics of the treatment operation and used by staff to generate standard operating procedures, and by DDW to amend existing permits.

As part of their effort preparing the Operational Plans, Trussell reviewed DDW water sampling requirements for each of the District's wells. Trussell's review indicated there was a potential to discuss reducing sampling requirements with DDW. On February 23, 2022, staff and Trussell met with DDW and DDW indicates they plan to approve a reduction in sampling requirements. The reduced monitoring/sampling requirements will save the District approximately \$119,000 annually. This savings can increase to approximately \$172,000 annually if DDW further approves bed volume (BV) based sampling for Wells 4 & 6 at the Smith Plant versus the current time-based sampling. BV based sampling is essentially a methodology where sampling intervals is based on the volume of water passing through each of the treatment vessels. Time-based sampling is based on time rather than volume of water. Why this is important is because staff plans to operate Wells 4 & 6 at the Smith Plant as little as possible due to the high unit cost (\$/AF) to produce treated water. As such there will be a relatively low volume of water passing through the media between current sampling time intervals. If sampling continues based on time as currently required, the actual volume of water passing between samples is relatively low with little change in the effectiveness of the treatment media. If changed to BV sampling the sampling will coincide with actual volumes of water passing through the vessels thus extending the time between samplings. DDW may consider a change to BV sampling after a year or two of operation of the new treatment systems on Wells 4 & 6. Attached Trussell Memo dated March 4, 2022 – "Estimated Cost Savings from Reduced Sampling", attached, provides more detail regarding this matter.

The District contracted with Trussell to prepare the Operational Plans for \$89,900. Savings in one year recovers this expense and thereafter, the District will enjoy this recurrent permits, and provides the base information needed for staff to generate standard operating procedures for use by District System Operators.

Director Trowbridge moved, and Director Muniz seconded the Board of Directors receive and file this report on reduced water sampling cost savings.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 13. Purchase and Install Flow Meters for PFAS Treatment Vessels. DM 2022-24.

BACKGROUND

Rubidoux Community Services District (“District”) has added PFAS treatment equipment on all the District’s potable water sources using different processes for each site dependent on space constraints. The Leland Thompson Plant uses an ion exchange process (“IX process”) due to the lack of physical space, whereas wells 2, 4 and 6 use activated carbon to remove PFAS contaminants. The Leland Thompson Plant IX process has three treatment trains in a lead-lag “series” configuration. Each vessel has flow meters to track the volume of water treated by each vessel. Wells 2, 4, and 6 are treated using granular activated carbon (“GAC”) in vessels configured in “parallel” and do not have flow meters installed on each vessel, only having flow meters on the wells themselves.

Being able to track the volume of water treated by each vessel enables District Operations staff to accurately calibrate the flow of water through each vessel with a goal of extending the life of the GAC to reduce the operational cost of treatment. As indicated in DM 2022-23, staff hired Trussell Technologies (Trussell) to assist in reducing the frequency of sampling associated with the treatment process as an additional way to reduce recurrent operational costs. Staff met with the Division of Drinking Water (“DDW”) on February 23, 2022, and during this meeting Trussell proposed revised testing protocols and frequencies. The DDW indicated it would be advantageous to have flow meters on each vessel to better analyze the change to a Bed Volume (BV) testing frequency as opposed to the current time-based testing frequency.

Using vessel flow meters will increase the length of time GAC can be used in treatment by balancing the flow rate of water across the media. Additionally, as mentioned in Trussell’s Technical Memo, “The change that DDW is not ready to approve is the request to switch from a time-based vessel monitoring approach to a bed volume (BV)-based monitoring approach. DDW will reconsider this request once complete breakthrough curves can be developed for the Well 4 and 6 GAC vessels, vessel-level flow meters are installed, and vessel-level flow data is including in the monthly reports.” This should be construed to also mean Well 2 because the treatment process is the same. Installing flow meters on each vessel will enable the District to generate analytical information useful for DDW to consider reducing the testing intervals for the media. This will eventually reduce operating costs for PFAS treatment. Trussell estimates once DDW approves bed volume-based monitoring, sampling costs would reduce an additional \$52,000 per year.

The District uses McCrometer Flow Meters in all its operations. To maintain consistency staff obtained a quote from McCrometer to purchase meters for each vessel for a total of 6 flow meters. There are installation costs for the meters, which includes electrical work, welding, flanges, gaskets, and bolts. The total installation costs for the flow meters for all vessels is \$76,492. Staff proposes a budget amendment to move \$80,000 from the Water Fund Reserves to the Water Fund Capital Improvement Budget to fund this effort. Once DDW approves the bed volume-based sampling methodology, the recurrent savings in reduced sampling costs will payback this expense in less than two years. The pay back may even be less given it is anticipated the GAC should last longer in each vessel with the ability to measure and control flow.

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

- 1. Amend the District FY 2022 Budget to move \$80,000 from the Water Fund Reserves to the Water Fund Capital Improvement Budget.**
- 2. Purchase Flow Meters, appurtenances associated with the installation thereof as well as electrical work and welding necessary to complete the installation.**

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 14. CLOSED SESSION – Pursuant to Government Code 54956.8: Real Property Negotiations: DM 2022-25

Property: 5473 Mission Blvd., Jurupa Valley, CA

Agency Negotiator: Jeff Sims, General Manager

Under Negotiation: Purchase/no purchase, price, and terms

ITEM 15. Directors Comments

Director Murphy informed the board about the trash committee meeting. They heard from Burrtec. In Burrtec's proposed rates there's a rate stabilization fee. This rate stabilization fee impacts commercial customers, which means that the rates should be going down, but they're going to keep it at the proposed rate due upcoming costs associated with SB 1383.

Secondly, the recycling of organic material. This would be food waste put in the green waste bin (in a plastic bag). This all goes to a MRP (separating center). To meet the reporting requirement, they're introducing plastic to compost piles which should not be mixed in. For us to keep records that the state wants, we are going to introduce something we don't want – which is plastic. From a flier that went out in November, the customers were told not to put food waste in the green barrel. When this goes through, there will be another flier that says the exact opposite. It would be nice if we could be consistent in what we are asking people to do so they can do it. The city said they're looking to get a contract to pick some things up. Director Murphy ask a man to get a rate from the trash company for picking up debris on the side of the road. He will be getting those.

Director Trueba adjourned the meeting at 6:00 PM.

5. CONSIDERATION TO:

APPROVE APRIL 8, 2022, SALARIES, EXPENSES AND TRANSFERS

RUBIDOUX COMMUNITY SERVICES DISTRICT
 APRIL 7, 2022 (BOARD MEETING)
FUND TRANSFER AUTHORIZATION

NET PAYROLL 4/15/22	71,000.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 4/18/22	28,500.00
WIRE TRANSFER: STATE PAYROLL TAXES 4/18/22	5,500.00
WIRE TRANSFER: TO CREDIT UNION	2,500.00
WIRE TRANSFER: PERS RETIREMENT	19,155.00
WIRE TRANSFER: SECTION 125	127.00
WIRE TRANSFER: SECTION 457 AND 401(A)	3,630.00

CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:

4/8/2022 WATER FUND TO GENERAL FUND-Payables	215,285.69
WATER FUND TO GENERAL FUND-Trash	254,259.26
WATER FUND TO SEWER FUND	187,645.25
SEWER FUND TO GENERAL FUND-Payables	36,488.24

INTERFUND TRANSFERS:

4/8/2022 SEWER FUND CHECKING TO LAIF SEWER OP	153,000.00
SEWER FUND CHECKING TO LAIF SEWER ML	-
GENERAL FUND CHECKING TO LAIF SEWER ML	-
GENERAL FUND CHECKING TO LAIF PROP TAX	290.00
GENERAL FUND CHECKING TO LAIF FIRE MITIGATION	27,710.00
GENERAL FUND PROP TAX TO GENERAL FUND CHECKING	14,000.00
GENERAL FUND CHECKING TO SEWER FUND CHECKING	1,000.00
GENERAL FUND CHECKING TO WATER FUND CHECKING	16,500.00
LAIF GENERAL TO GENERAL FUND CHECKING	-
LAIF PROPERTY TAX TO GENERAL FUND CHECKING	15,000.00
WATER FUND CHECKING TO LAIF-COP PAYBACK	33,400.00
WATER FUND CHECKING TO LAIF-W.R.	4,600.00
WATER FUND CHECKING TO GENERAL FUND CHECKING	-
LAIF WATER ML TO LAIF WATER REPLACEMENT	-
LAIF WATER ML TO LAIF WATER OPS	- 20,761.54
LAIF WATER OP TO WATER FUND CHECKING	-
LAIF WATER OP TO LAIF WATER ML	-
LAIF WATER RESERVE TO LAIF WATER OP	-
LAIF WATER REPLACE TO LAIF WATER OP	6,083.65
LAIF WATER OP TO LAIF WATER RESERVE	-
LAIF FIELD/ADMIN BLDG TO LAIF WATER OP	-
WATER FUND CHECKING TO LAIF WATER RESERVE	-
WATER FUND CHECKING TO LAIF WATER OP	136,000.00
WATER FUND CHECKING TO LAIF WATER ML	-
WATER FUND CHECKING TO WATER FUND BOFA PAYMODE	-

NOTES PAYABLE

<u>DESCRIPTION</u>	<u>BALANCE</u>	<u>PAYMENT</u>	<u>DUE DATE</u>
U.S. Bank Trust (1998 COP's Refunding)	1,970,000 Prin.	-	Jun-22
U.S. Bank Trust (1998 COP's Refunding)	204,255 Intr.	50,235	Jun-22
MN Plant-State Revolving Loan	3,740,066 Prin.	134,025	Jul-22
MN Plant-State Revolving Loan	630,285 Intr.	48,073	Jul-22

AP Enter Bills Edit Report

Rubidoux Community Services District (RCSACT)
Batch: AAAAPT

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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate	GL Account	Check #	CC Reference #		Payment Date	Discount
GL Date				Credit Card				Total Invoice
1	AGA / AGA ✓							03022022 ✓
DUES - LADDUSAW		3/2/2022 ✓	N	N		3/31/2022 ✓	3/2/2022	\$0.00
4/7/2022 ✓				N				\$110.00 ✓
2	AIRGAS / AIRGAS USA, LLC ✓							9986944487 ✓
CO2 TNK RNTL		2/28/2022 ✓	N	N		3/30/2022 ✓	2/28/2022	\$0.00
4/7/2022 ✓				N				\$188.51 ✓
3	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓							CC20594-0267 ✓
WTR ANALYSES		3/8/2022 ✓	N	N		4/7/2022 ✓	3/8/2022	\$0.00
4/7/2022 ✓				N				\$36.00 ✓
4	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓							CC20761-0267 ✓
WTR ANALYSES		3/9/2022 ✓	N	N		4/8/2022 ✓	3/9/2022	\$0.00
4/7/2022 ✓				N				\$110.00 ✓
5	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓							CC20778-0267 ✓
WTR ANALYSES		3/10/2022 ✓	N	N		4/9/2022 ✓	3/10/2022	\$0.00
4/7/2022 ✓				N				\$3,750.00 ✓
6	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓							CC20791-0267 ✓
WTR ANALYSES		3/10/2022 ✓	N	N		4/9/2022 ✓	3/10/2022	\$0.00
4/7/2022 ✓				N				\$36.00 ✓
7	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓							CC20792-0267 ✓
WTR ANALYSES		3/10/2022 ✓	N	N		4/9/2022 ✓	3/10/2022	\$0.00
4/7/2022 ✓				N				\$129.00 ✓
8	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓							CC20845-0267 ✓
WTR ANALYSES		3/10/2022 ✓	N	N		4/9/2022 ✓	3/10/2022	\$0.00
4/7/2022 ✓				N				\$198.46 ✓
9	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓							CC20944-0267 ✓
WTR ANALYSES		3/14/2022 ✓	N	N		4/13/2022 ✓	3/14/2022	\$0.00
4/7/2022 ✓				N				\$150.00 ✓
10	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓							CC20945-0267 ✓
WTR ANALYSES		3/14/2022 ✓	N	N		4/13/2022 ✓	3/14/2022	\$0.00
4/7/2022 ✓				N				\$60.00 ✓
11	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓							CC20947-0267 ✓
WTR ANALYSES		3/14/2022 ✓	N	N		4/13/2022 ✓	3/14/2022	\$0.00
4/7/2022 ✓				N				\$30.00 ✓
12	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓							CC20948-0267 ✓
WTR ANALYSES		3/14/2022 ✓	N	N		4/13/2022 ✓	3/14/2022	\$0.00
4/7/2022 ✓				N				\$75.00 ✓
13	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓							CC20950-0267 ✓
WTR ANALYSES		3/14/2022 ✓	N	N		4/13/2022 ✓	3/14/2022	\$0.00
4/7/2022 ✓				N				\$60.00 ✓
14	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓							CC20951-0267 ✓
WTR ANALYSES		3/14/2022 ✓	N	N		4/13/2022 ✓	3/14/2022	\$0.00
4/7/2022 ✓				N				\$90.00 ✓
15	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓							CC21013-0267 ✓
WTR ANALYSES		3/14/2022 ✓	N	N		4/13/2022 ✓	3/14/2022	\$0.00
4/7/2022 ✓				N				\$758.00 ✓
16	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓							CC21019-0267 ✓
WTR ANALYSES		3/14/2022 ✓	N	N		4/13/2022 ✓	3/14/2022	\$0.00
4/7/2022 ✓				N				\$108.00 ✓
17	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓							CC21022-0267 ✓
WTR ANALYSES		3/14/2022 ✓	N	N		4/13/2022 ✓	3/14/2022	\$0.00
4/7/2022 ✓				N				\$75.00 ✓

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18	BABCOCK E S SONS INC / BABCOCK, E S & SO	3/15/2022	N	N		4/14/2022	3/15/2022	CC21039-0267
WTR ANALYSES								\$0.00
4/7/2022				N				\$45.00
19	BABCOCK E S SONS INC / BABCOCK, E S & SO	3/15/2022	N	N		4/14/2022	3/15/2022	CC21045-0267
WTR ANALYSES								\$0.00
4/7/2022				N				\$30.00
20	BABCOCK E S SONS INC / BABCOCK, E S & SO	3/15/2022	N	N		4/16/2022	3/15/2022	CC21090-267
WTR ANALYSES								\$0.00
4/7/2022				N				\$191.58
21	CROWN ACE HARDWARE / CROWN ACE HARD	3/10/2022	N	N		4/9/2022	3/10/2022	084941
SUPPLIES								\$0.00
4/7/2022				N				\$128.15
22	CROWN ACE HARDWARE / CROWN ACE HARD	3/10/2022	N	N		4/9/2022	3/10/2022	084942
LOCKS								\$0.00
4/7/2022				N				\$97.98
23	CROWN ACE HARDWARE / CROWN ACE HARD	3/10/2022	N	N		4/9/2022	3/10/2022	084950
CONCRETE								\$0.00
4/7/2022				N				\$49.46
24	EAGLE / EAGLE ROAD SVC & TIRE	3/9/2022	N	N		4/8/2022	3/9/2022	1-187548
R&M TRK								\$0.00
4/7/2022				N				\$1,055.23
25	HOME DEPOT / HOME DEPOT CREDIT SERVICE	3/10/2022	N	N		4/9/2022	3/10/2022	010922/8514027
TOOLS								\$0.00
4/7/2022				N				\$22.72
26	INFOSEND / INFOSEND, INC	3/11/2022	N	N		4/10/2022	3/11/2022	209115
BILL TMLPT UPDT								\$0.00
4/7/2022				N				\$520.00
27	INFOSEND / INFOSEND, INC	2/28/2022	N	N		3/30/2022	2/28/2022	208533.A
FEB BILL PRNT								\$0.00
4/7/2022				N				\$1,680.54
28	INFOSEND / INFOSEND, INC	2/28/2022	N	N		3/30/2022	2/28/2022	208533.B
FEB PSTG								\$0.00
4/7/2022				N				\$2,632.52
29	IRONCLAD / IRONCLAD GNL ENGINEERING, INC	3/11/2022	N	N		4/10/2022	3/11/2022	15110150-22
HYDRNT MTR RFND								\$0.00
4/7/2022				N				\$2,344.47
30	J THAYER / J THAYER COMPANY, INC	3/1/2022	N	N		3/31/2022	3/1/2022	1578792-0
SUPPLIES								\$0.00
4/7/2022				N				\$265.45
31	KH METALS / KH METALS & SUPPLY	3/9/2022	N	N		4/8/2022	3/9/2022	0595404-IN
PARTS								\$0.00
4/7/2022				N				\$166.23
32	LUX / LUX LIGHTING	3/11/2022	N	N		4/10/2022	3/11/2022	15065801-01
RFND OVRPYMT								\$0.00
4/7/2022				N				\$98.82
33	MUNKSGAARD DBA CENTER ELECT / MUNKSG	2/25/2022	N	N		3/22/2022	2/25/2022	10073
R&M THMPSN								\$0.00
4/7/2022				N				\$810.00
34	MUNKSGAARD DBA CENTER ELECT / MUNKSG	2/25/2022	N	N		3/22/2022	2/25/2022	10075
CLA VLVE WIRNG								\$0.00
4/7/2022				N				\$11,742.29

4,313.06

208533.A
\$0.00
208533.B
\$0.00

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GL Date									
86	YO FIRE / YO FIRE ✓	3/9/2022 ✓	N	N			4/8/2022 ✓	3/9/2022	2014846 ✓
PARTS									\$0.00
4/7/2022 ✓					N				\$710.34 ✓
87	YO FIRE / YO FIRE ✓	3/16/2022 ✓	N	N			4/15/2022 ✓	3/16/2022	2015421 ✓
PARTS									\$0.00
4/7/2022 ✓					N				\$416.37 ✓
88	AKELA / AKELA PEST CONTROL INC ✓	3/18/2022 ✓	N	N			3/18/2022 ✓	3/18/2022	013129867 ✓
PEST CNTRL									\$0.00
4/7/2022 ✓					N				\$174.00 ✓
89	AQUA METRIC SALES / AQUA METRIC SALES C ✓	3/21/2022 ✓	N	N			4/20/2022 ✓	3/21/2022	INV0087473 ✓
6" REGISTER									\$0.00
4/7/2022 ✓					N				\$434.50 ✓
90	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓	3/18/2022 ✓	N	N			4/17/2022 ✓	3/18/2022	CC21360-0267 ✓
WTR ANALYSES									\$0.00
4/7/2022 ✓					N				\$90.00 ✓
91	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓	3/18/2022 ✓	N	N			4/17/2022 ✓	3/18/2022	CC21361-0267 ✓
WTR ANALYSES									\$0.00
4/7/2022 ✓					N				\$150.00 ✓
92	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓	3/19/2022 ✓	N	N			4/18/2022 ✓	3/19/2022	CC21434-0267 ✓
WTR ANALYSES									\$0.00
4/7/2022 ✓					N				\$30.00 ✓
93	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓	3/22/2022 ✓	N	N			4/21/2022 ✓	3/22/2022	CC21656-0267 ✓
WTR ANALYSES									\$0.00
4/7/2022 ✓					N				\$2,300.00 ✓
94	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓	3/22/2022 ✓	N	N			4/21/2022 ✓	3/22/2022	CC21657-0267 ✓
WTR ANALYSES									\$0.00
4/7/2022 ✓					N				\$36.00 ✓
95	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓	3/22/2022 ✓	N	N			4/21/2022 ✓	3/22/2022	CC21658-0267 ✓
WTR ANALYSES									\$0.00
4/7/2022 ✓					N				\$110.00 ✓
96	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓	3/22/2022 ✓	N	N			4/21/2022 ✓	3/22/2022	CC21659-0267 ✓
WTR ANALYSES									\$0.00
4/7/2022 ✓					N				\$375.00 ✓
97	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓	3/22/2022 ✓	N	N			4/21/2022 ✓	3/22/2022	CC21660-0267 ✓
WTR ANALYSES									\$0.00
4/7/2022 ✓					N				\$2,150.00 ✓
98	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓	3/22/2022 ✓	N	N			4/21/2022 ✓	3/22/2022	CC21664-0267 ✓
WTR ANALYSES									\$0.00
4/7/2022 ✓					N				\$450.00 ✓
99	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓	3/23/2022 ✓	N	N			4/22/2022 ✓	3/23/2022	CC21687-0267 ✓
WTR ANALYSES									\$0.00
4/7/2022 ✓					N				\$36.00 ✓
100	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓	3/23/2022 ✓	N	N			4/22/2022 ✓	3/23/2022	CC21688-0267 ✓
WTR ANALYSES									\$0.00
4/7/2022 ✓					N				\$129.00 ✓
101	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓	3/23/2022 ✓	N	N			4/22/2022 ✓	3/23/2022	CC21694-0267 ✓
WTR ANALYSES									\$0.00
4/7/2022 ✓					N				\$75.00 ✓
102	BABCOCK E S SONS INC / BABCOCK, E S & SO ✓	3/23/2022 ✓	N	N			4/22/2022 ✓	3/23/2022	CC21723-0267 ✓
WTR ANALYSES									\$0.00
4/7/2022 ✓					N				\$620.00 ✓

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103	CARQUEST AUTO PARTS / CARQUEST AUTO P	3/19/2022	N	N				4/18/2022	3/19/2022	7456-491112	\$0.00
4/7/2022	SUPPLIES										\$8.61
104	CHASE CARD SERVICES / CHASE CARD SERVI	3/17/2022	N	N				4/11/2022	3/17/2022	22A77049795.A	\$0.00
4/7/2022	WRKNG LNCHS										\$234.51
105	CHASE CARD SERVICES / CHASE CARD SERVI	3/17/2022	N	N				4/11/2022	3/17/2022	22A77049795.B	\$0.00
4/7/2022	ZOOM SUBS										\$396.00
106	CHASE CARD SERVICES / CHASE CARD SERVI	3/17/2022	N	N				4/11/2022	3/17/2022	22A77049795.C	\$0.00
4/7/2022	GASOLINE										\$71.16
107	CHASE CARD SERVICES / CHASE CARD SERVI	3/17/2022	N	N				4/11/2022	3/17/2022	22A77049795.D	\$0.00
4/7/2022	SUPPLIES										\$25.82
108	CROWN ACE HARDWARE / CROWN ACE HARD	3/23/2022	N	N				4/22/2022	3/23/2022	085027	\$0.00
4/7/2022	CONCRETE										\$79.13
109	GRAINGER / GRAINGER	3/9/2022	N	N				4/8/2022	3/9/2022	9239339147	\$0.00
4/7/2022	SAFETY JACKET										\$109.26
110	GRAINGER / GRAINGER	3/10/2022	N	N				4/9/2022	3/10/2022	9241353672	\$0.00
4/7/2022	PAINT/SUPPLIES										\$125.95
111	HARRINGTON INDUSTRIAL / HARRINGTON INDIV	3/18/2022	N	N				4/17/2022	3/18/2022	012L6968	\$0.00
4/7/2022	PVC PARTS										\$199.70
112	HARRINGTON INDUSTRIAL / HARRINGTON INDIV	3/18/2022	N	N				4/17/2022	3/18/2022	012L6969	\$0.00
4/7/2022	PVC PARTS										\$390.81
113	HOUSTON HARRIS / HOUSTON & HARRIS PCS	3/17/2022	N	N				4/16/2022	3/17/2022	22-24381	\$0.00
4/7/2022	HYDRO-WSH										\$2,477.00
114	J THAYER / J THAYER COMPANY, INC	3/17/2022	N	N				4/16/2022	3/17/2022	1582074-0	\$0.00
4/7/2022	SUPPLIES										\$384.29
115	KH METALS / KH METALS & SUPPLY	3/17/2022	N	N				4/16/2022	3/17/2022	0596294-IN	\$0.00
4/7/2022	FSTNERS										\$31.86
116	MERIT OIL / MERIT OIL COMPANY	3/16/2022	N	N				3/31/2022	3/16/2022	700312	\$0.00
4/7/2022	GASOLINE										\$2,073.37
117	MUNKSGAARD DBA CENTER ELECT / MUNKSG	2/25/2022	N	N				3/27/2022	2/25/2022	10071	\$0.00
4/7/2022	NO3 BOOSTER										\$10,649.06
118	MUNKSGAARD DBA CENTER ELECT / MUNKSG	2/25/2022	N	N				3/27/2022	2/25/2022	10072	\$0.00
4/7/2022	WELL #11										\$5,586.70
119	MUNKSGAARD DBA CENTER ELECT / MUNKSG	2/25/2022	N	N				3/27/2022	2/25/2022	10074	\$0.00
4/7/2022	THMPSPN PLNT										\$5,170.62

\$727.49

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GL Date									Total Invoice
137	BPS B'S POOL SUPPLIES / B.P.S. B's POOL SUF	3/23/2022	N	N			4/22/2022	3/23/2022	113260
SDM BISULFITE									\$0.00
4/7/2022					N				\$5,355.39
138	BOOT BARN / BOOT BARN	3/22/2022	N	N			4/21/2022	3/22/2022	INV00159424
BOOTS AGUR/LKWD									\$0.00
4/7/2022					N				\$332.68
139	CANAL FAUSTO / CANAL, FAUSTO	3/29/2022	N	N			4/28/2022	3/29/2022	20220217.A
COVID TEST									\$0.00
4/7/2022					N				\$129.00
140	CARQUEST AUTO PARTS / CARQUEST AUTO P	3/19/2022	N	N			4/18/2022	3/19/2022	7456-491113
SUPPLIES									\$0.00
4/7/2022					N				\$17.22
141	CARQUEST AUTO PARTS / CARQUEST AUTO P	3/24/2022	N	N			4/23/2022	3/24/2022	7456-491486
SUPPLIES									\$0.00
4/7/2022					N				\$61.40
142	CARQUEST AUTO PARTS / CARQUEST AUTO P	3/28/2022	N	N			4/27/2022	3/28/2022	7456-491800
GEN BATTERY									\$0.00
4/7/2022					N				\$172.39
143	CROWN ACE HARDWARE / CROWN ACE HARD	3/3/2022	N	N			4/2/2022	3/3/2022	084896
KEYS/PAINT									\$0.00
4/7/2022					N				\$146.50
144	ELECTRONICS WAREHOUSE / ELECTRONICS W	3/28/2022	N	N			4/27/2022	3/28/2022	T-263969
PARTS									\$0.00
4/7/2022					N				\$19.58
145	HACH CO. / HACH COMPANY	3/24/2022	N	N			4/23/2022	3/24/2022	12947525
CHEMICALS									\$0.00
4/7/2022					N				\$755.93
146	INLAND WATER WORKS / INLAND WATER WOR	3/22/2022	N	N			4/21/2022	3/22/2022	S1053190.001
HYDRNT MTRS									\$0.00
4/7/2022					N				\$1,291.41
147	JADTEC SECURITY / JADTEC SECURITY SVCS	4/1/2022	N	N			4/11/2022	4/1/2022	2301185
MONITORING MAY-JUL									\$0.00
4/7/2022					N				\$53.85
148	KH METALS / KH METALS & SUPPLY	3/22/2022	N	N			4/21/2022	3/22/2022	0596764-IN
SUPPLIES									\$0.00
4/7/2022					N				\$35.50
149	KUMA TIRE / KUMA TIRE & WHEEL	3/24/2022	N	N			4/23/2022	3/24/2022	129122
TIRES									\$0.00
4/7/2022					N				\$564.03
150	KUMA TIRE / KUMA TIRE & WHEEL	3/29/2022	N	N			4/28/2022	3/29/2022	129155
R&M TRK									\$0.00
4/7/2022					N				\$25.00
151	LAWN MOWER CENTER / LAWN MOWER CENTE	3/18/2022	N	N			4/17/2022	3/18/2022	17926
R&M EQUIP									\$0.00
4/7/2022					N				\$37.77
152	MERIT OIL / MERIT OIL COMPANY	3/24/2022	N	N			4/8/2022	3/24/2022	701426
GASOLINE									\$0.00
4/7/2022					N				\$3,131.84
153	PROVOAST / PROVOAST AUTOMATION CONTR	3/23/2022	N	N			4/22/2022	3/23/2022	A038398
AIR ACTUATORS									\$0.00
4/7/2022					N				\$350.94

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GL Date					Credit Card	CC Reference #						
154	SCE / SCE ✓									22A700456862263.A ✓		
WTR PMP ENRGY		3/28/2022 ✓	N	N				4/18/2022 ✓	3/28/2022		\$0.00	
4/7/2022 ✓					N						\$19,484.16 ✓	
155	SCE / SCE ✓									22A700456862263.B ✓		
FLD OFC UTLTY		3/28/2022 ✓	N	N				4/18/2022 ✓	3/28/2022		\$0.00	
4/7/2022 ✓					N						\$154.53 ✓	
156	SCE / SCE ✓									22A700456862263.C ✓		
NO3 PLT ENRGY		3/28/2022 ✓	N	N				4/18/2022 ✓	3/28/2022		\$0.00	
4/7/2022 ✓					N						\$9,132.53 ✓	
157	SITEONE / SITEONE LANDSCAPE SUPPLY, LLC ✓									117196932-001 ✓		
SUPPLIES		3/22/2022 ✓	N	N				4/21/2022 ✓	3/22/2022		\$0.00	
4/7/2022 ✓					N						\$333.30 ✓	
158	SOCAL TRUCK / SOCAL TRUCKWORKS ✓										11622 ✓	
R&M TRK		3/18/2022 ✓	N	N				4/17/2022 ✓	3/18/2022		\$0.00	
4/7/2022 ✓					N						\$82.92 ✓	
159	SOCAL TRUCK / SOCAL TRUCKWORKS ✓										11627 ✓	
R&M TRK		3/22/2022 ✓	N	N				4/21/2022 ✓	3/22/2022		\$0.00	
4/7/2022 ✓					N						\$72.58 ✓	
160	SOCAL TRUCK / SOCAL TRUCKWORKS ✓										11644 ✓	
R&M TRK		3/24/2022 ✓	N	N				4/23/2022 ✓	3/24/2022		\$0.00	
4/7/2022 ✓					N						\$188.50 ✓	
161	SOCAL TRUCK / SOCAL TRUCKWORKS ✓										11645 ✓	
R&M TRK		3/25/2022 ✓	N	N				4/24/2022 ✓	3/25/2022		\$0.00	
4/7/2022 ✓					N						\$643.45 ✓	
162	SOCAL TRUCK / SOCAL TRUCKWORKS ✓										11647 ✓	
R&M TRK		3/25/2022 ✓	N	N				4/24/2022 ✓	3/25/2022		\$0.00	
4/7/2022 ✓					N						\$72.58 ✓	
163	TRANSLATING / TRANSLATING SVCS INC ✓										28711.A ✓	
SPNSH TRNSLT		1/20/2022 ✓	N	N				2/19/2022 ✓	1/20/2022		\$0.00	
4/7/2022 ✓					N						\$65.00 ✓	
164	UPS / UNITED PARCEL SERVICE ✓										000F908W2132 ✓	
PSTG		3/26/2022 ✓	N	N				4/25/2022 ✓	3/26/2022		\$0.00	
4/7/2022 ✓					N						\$23.10 ✓	
165	WATER RESOURCES / WATER RESOURCES EC ✓										0000074 ✓	
COST OF SVCS		3/25/2022 ✓	N	N				4/24/2022 ✓	3/25/2022		\$0.00	
4/7/2022 ✓					N						\$1,988.55 ✓	
166	YO FIRE / YO FIRE ✓										2015523 ✓	
PARTS/HYDRNT MTR		3/24/2022 ✓	N	N				4/23/2022 ✓	3/24/2022		\$0.00	
4/7/2022 ✓					N						\$2,559.06 ✓	
167	YO FIRE / YO FIRE ✓										2015570 ✓	
PARTS		3/28/2022 ✓	N	N				4/27/2022 ✓	3/28/2022		\$0.00	
4/7/2022 ✓					N						\$1,748.13 ✓	
168	AIRGAS / AIRGAS USA, LLC ✓										9124006898 ✓	
CO2 TNKS		3/23/2022 ✓	N	N				4/22/2022 ✓	3/23/2022		\$0.00	
4/7/2022 ✓					N						\$196.57 ✓	
169	EVERSOFT / EVERSOFT ✓										R2242440 ✓	
SFTNR RNTL		4/1/2022 ✓	N	N				4/16/2022 ✓	4/1/2022		\$0.00	
4/7/2022 ✓					N						\$596.00 ✓	
170	GRAINGER / GRAINGER ✓										9252386017 ✓	
PADLOCKS		3/21/2022 ✓	N	N				4/20/2022 ✓	3/21/2022		\$0.00	
4/7/2022 ✓					N						\$1,101.10 ✓	

223,771.22

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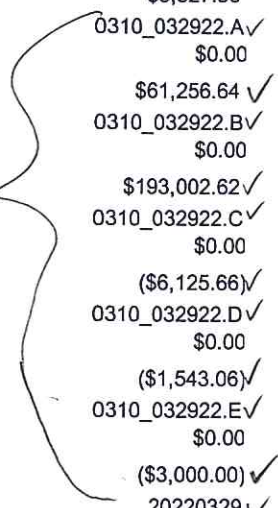
Rubidoux Community Services District (RCSACT)
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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card	Vendor	Check #	Due Date	Discount Date	Invoice #	Discount
PO Number		Immediate	GL Account		Check #				Payment Date	Total Invoice	
GL Date					Credit Card	CC Reference #					
171	KRIEGER & STEWART / KRIEGER & STEWART, ✓	3/28/2022 ✓	N	N				4/27/2022 ✓	3/28/2022	46695 ✓	\$0.00
WTR CNSLT											\$2,151.50 ✓
4/7/2022 ✓											
172	KRIEGER & STEWART / KRIEGER & STEWART, ✓	3/28/2022 ✓	N	N				4/27/2022 ✓	3/28/2022	46696 ✓	\$0.00
WSTEWTR CNSLT											\$199.00 ✓
4/7/2022 ✓											
173	KRIEGER & STEWART / KRIEGER & STEWART, ✓	3/28/2022 ✓	N	N				4/27/2022 ✓	3/28/2022	46697 ✓	\$0.00
PRETRTMNT											\$11,804.00 ✓
4/7/2022 ✓											
174	KRIEGER & STEWART / KRIEGER & STEWART, ✓	3/28/2022 ✓	N	N				4/27/2022 ✓	3/28/2022	46698 ✓	\$0.00
WTR CNSLT											\$5,898.00 ✓
4/7/2022 ✓											
175	KRIEGER & STEWART / KRIEGER & STEWART, ✓	3/28/2022 ✓	N	N				4/27/2022 ✓	3/28/2022	46699 ✓	\$0.00
MKT/24TH PIPE											\$6,083.65 ✓
4/7/2022 ✓											
176	KRIEGER & STEWART / KRIEGER & STEWART, ✓	3/28/2022 ✓	N	N				4/27/2022 ✓	3/28/2022	46700 ✓	\$0.00
FILTR VLV CNSLT											\$12,239.00 ✓
4/7/2022 ✓											
177	KRIEGER & STEWART / KRIEGER & STEWART, ✓	3/28/2022 ✓	N	N				4/27/2022 ✓	3/28/2022	46701 ✓	\$0.00
WVWD INTRCNCT											\$7,663.75 ✓
4/7/2022 ✓											
178	KRIEGER & STEWART / KRIEGER & STEWART, ✓	3/28/2022 ✓	N	N				4/27/2022 ✓	3/28/2022	46702 ✓	\$0.00
PFAS MN2											\$1,355.50 ✓
4/7/2022 ✓											
179	RING BENDER / RING BENDER LLP ✓	3/8/2022 ✓	N	N				4/7/2022 ✓	3/8/2022	10932 ✓	\$0.00
CITY RVSD APPEAL											\$3,827.90 ✓
4/7/2022 ✓											
180	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	3/30/2022 ✓	N	N				4/29/2022 ✓	3/30/2022	0310_032922.A ✓	\$0.00
COMM TRSH 3/10-3/29											\$61,256.64 ✓
4/7/2022 ✓											
181	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	3/30/2022 ✓	N	N				4/29/2022 ✓	3/30/2022	0310_032922.B ✓	\$0.00
RES TRSH 3/10-3/29											\$193,002.62 ✓
4/7/2022 ✓											
182	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	3/30/2022 ✓	N	N				4/29/2022 ✓	3/30/2022	0310_032922.C ✓	\$0.00
RCSD SHR COMM											(\$6,125.66) ✓
4/7/2022 ✓											
183	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	3/30/2022 ✓	N	N				4/29/2022 ✓	3/30/2022	0310_032922.D ✓	\$0.00
RCSD SHR RES											(\$1,543.06) ✓
4/7/2022 ✓											
184	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓	3/30/2022 ✓	N	N				4/29/2022 ✓	3/30/2022	0310_032922.E ✓	\$0.00
BILLING FEE											(\$3,000.00) ✓
4/7/2022 ✓											
185	VALDEZ, MIGUEL / VALDEZ, MIGUEL ✓	3/29/2022 ✓	N	N				4/28/2022 ✓	3/29/2022	20220329 ✓	\$0.00
CERT RNWL											\$60.00 ✓
4/7/2022 ✓											
186	WEBB ALBERT A ASSOC / WEBB, ALBERT A. AS ✓	1/1/2022 ✓	N	N				1/31/2022 ✓	1/1/2022	214583 ✓	\$0.00
WSCP/MSTR PLANS											\$15,342.25 ✓
4/7/2022 ✓											
187	C WELLS / C. WELLS PIPELINE MATLS, INC ✓	3/16/2022 ✓	N	N				4/15/2022 ✓	3/16/2022	SINV22-1670 ✓	\$0.00
COPPER TUBING											\$1,896.60 ✓
4/7/2022 ✓											

4243,590.54



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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card	Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate GL Account	Immediate GL Account	Check #	CC Reference #		Payment Date	Total Invoice	
188	MCMASTER-CARR / MCMASTER-CARR SUPPLY	3/24/2022	✓	N	N		4/23/2022	✓	75283436
AIR VLVS							3/24/2022		\$0.00
4/7/2022					N				\$2,788.06
189	TKE ENGINEERING / TKE ENGINEERING, INC.	3/28/2022	✓	N	N		4/27/2022	✓	2022-92
100-38 EMRLD RDG							3/28/2022		\$0.00
4/7/2022					N				\$3,395.00
190	TKE ENGINEERING / TKE ENGINEERING, INC.	3/28/2022	✓	N	N		4/27/2022	✓	2022-91
TRACT 36827							3/28/2022		\$0.00
4/7/2022					N				\$1,590.00
191	TKE ENGINEERING / TKE ENGINEERING, INC.	3/28/2022	✓	N	N		4/27/2022	✓	2022-88
TRACT 37211							3/28/2022		\$0.00
4/7/2022					N				\$337.50
192	TKE ENGINEERING / TKE ENGINEERING, INC.	3/28/2022	✓	N	N		4/27/2022	✓	2022-87
HGLHND/SHDW RK							3/28/2022		\$0.00
4/7/2022					N				\$200.00

Grand Totals

Total Direct Expense:	\$513,841.86
Total Direct Expense Adj:	(\$10,668.72) ①
Total Non-Electronic Transactions:	\$503,173.14 ②

Report Summary

Report Selection Criteria	① \$ 10,668.72	② \$ 503,173.14
Report Type: Condensed		
Start	10,668.72 Tri-Co	512,613.07
Transaction Number: Start	End	End
	0.00	9,439.93

① \$ 10,668.72

② \$ 503,173.14

10,668.72 Tri-Co

512,613.07

0.00

9,439.93

YMS
4/5/22

2,367.07 Colonial 4/1/22

270.00 Union 3/13/22

270.00 Union 4/1/22

2,533.63 SDRMA 4/1/22

2,919.81 Standard 4/1/22

1,079.42 VSP 4/1/22

9,439.93

0.00

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
- c) Follow up to questions at prior Board Meeting and other updates

9. PUBLIC HEARING – AMENDMENT TO THE 2020 URBAN WATER
MANAGEMENT PLAN, WATER SHORTAGE CONTINGENCY PLAN,
ADOPTION OF RELATED ORDINANCE 2022-130 TO IMPLEMENT THE
WATER SHORTAGE CONTINGENCY PLAN: **DM 2022-26**

Rubidoux Community Services District

Board of Directors

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

General Manager
Jeffrey D. Sims



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

DIRECTORS MEMORANDUM 2022-26

April 7, 2022

To: Rubidoux Community Services District
Board of Directors

Subject: Public Hearing to Consider Amending Rubidoux Community Services District 2020 Urban Water Management Plan and 2020 Water Shortage Contingency Plan and associated Resolutions and Recission of Ordinance 2010-119.

BACKGROUND:

As the Board may recall, the Rubidoux Community Services District ("District") adopted its 2020 Urban Water Management Plan ("UWMP") on June 17, 2021 (Director's Memorandum 2021-37) in accordance with the Urban Water Management Planning Act which requires every urban water supplier to update at least once every five (5) years on or before July 1 in years ending in six and one. The District also adopted its 2020 Water Shortage Contingency Plan ("WSCP") at the same time. This action was memorialized by adoption of Resolution No. 2021-878 (UWMP) and Resolution 2021-879 (WSCP).

The WSCP is included as a part of the UWMP in Section 8 thereof but is required to be treated as a standalone plan for the public hearing and adoption procedures for the purpose of allowing the WSCP to be revised and re-adopted on a shorter timeline than the rest of the UWMP. In a letter dated January 14, 2022, the California Department of Water Resources ("DWR") determined the District's 2020 UWMP and 2020 WSCP as submitted prior to the July 1, 2021, deadline was consistent with statutory requirements. A water supplier may choose to amend their UWMP and/or WSCP when needed. California Water Code Section 10642 requires agencies to make their plans available for public inspection prior to adoption and conduct a public hearing at which the public may submit or verbalize comments on the draft amendments to the 2020 UWMP and/or WSCP.

After adoption of the 2020 UWMP and WSCP it was determined the population and water demand projections of the UWMP did not include the newly annexed Shadow Rock Development area and therefore would be inconsistent with the forthcoming *District 2022 Water Master Plan*. To correct this an amended UWMP has been prepared. This change to the UWMP requires rescinding enabling Resolution 2021-878 and adopting a new enabling Resolution 2022-888.

On October 19, 2021, Governor Newsom issued an Emergency Drought Proclamation expanding the drought emergency and encouraged the State Water Board to supplement voluntary conservation measures by prohibiting certain wasteful water uses. Prohibited use regulations are not new in California. Similar regulations were in place during the state's last severe drought.

On December 1, 2021, The California Department of Water Resources ("DWR") announced a zero percent initial allocation for public water agencies of contracted water supplies from the State Water Project ("SWP") in 2022. The decision reflects California's severe drought conditions and the State's objectives to prioritize deliveries for human health and safety needs and for the environment.

On January 4, 2022, the State Water Board adopted emergency water use regulations to boost drought resilience. The prohibitions apply to specific uses and apply to all water users, including individuals, businesses, and public agencies, and can be enforced through warning letters, water audits, or fines. The prohibitions will remain in place for one year unless extended, modified, or removed. The intent of the emergency water use regulations ensures Homeowners' Associations ("HOAs"), cities, and counties don't unlawfully restrain homeowners from taking water conservation actions. The State Water Board has the authority to impose monetary penalties to enforce adopted emergency water use regulations and can delegate implementation to local governments or other agencies having the authority to enforce infractions. To have the legal authority at the local level, such as at the District, the District needs to adopt by Ordinance after noticed public hearing, the proposed regulations, enforcement guidelines and associated penalties. Proposed Ordinance No. 2022-130 accomplishes all this.

On January 20, 2022, DWR announced it would increase the State Water Project allocation to 15 percent of requested supplies for 2022 due to storms in December. Since that time the State has continued to experience little to no rainfall and in response announced on March 18, 2022, State Water Project allocations would be reduced downward to 5 percent of requested supplies for 2022.

Although the District currently has adequate groundwater supplies, it may be called upon by the State to reduce water consumption to various levels ranging from 0% to more than 50% in six separate ranges at 10% increments as detailed in the WSCP. Beyond drought concerns, the District may also experience a shortage of water due to shutdowns of its water treatment facilities caused by seismic events or power outages. In these types of emergency events, the District may need to implement certain stages of its WSCP to manage water demand while the emergency event is mitigated.

Furthermore, the District adopted Ordinance Number 2010-111, attached, addressing outdoor landscaping to promote water conservation and minimize waste. Since that time the City of Jurupa Valley has been incorporated and the City has adopted their own Water Efficient Landscape Ordinance as Ordinance 2015-17 in 2015 to comply with the State Mandate to have such an ordinance. Since the District's ordinance is outdated and superseded by the City's ordinance and redundant, it will be rescinded by Resolution 2022-130.

The proposed amendment to modify the WSCP language enables the WSCP to be meaningful, enforceable, and consistent with Proposed Draft Ordinance 2022-130. This requires rescinding the previous WSCP enabling Resolution 2021-879 and adopting a new enabling Resolution 2022-888 when adopting the proposed Draft Ordinance 2022-130.

Autumn DeWoody of Webb will make a presentation regarding the amendments to the UWMP and WSCP for the Board and public. After the presentation is made, a Public Hearing will be opened so the public can provide input on each plan. Once the public input is complete, and assuming there are no substantive modifications required to the UWMP, WSCP, or proposed Ordinance No. 2022-130, the Board can close the Public Hearing and schedule the second reading of Ordinance No. 2022-130. This could be scheduled as soon as the next Board Meeting on April 21, 2022 where at that meeting the Board would consider adoption of Ordinance No. 2022-130, Resolution No. 2022-888 signifying approval of the District amended 2020 UWMP, and Resolution No. 2022-887 signifying approval of the District amended 2020 WSCP.

In compliance with California Water Code appropriate notifications were made so the District’s amendments to the 2020 UWMP and WSCP and Ordinance 2022-130 would be reviewed by interested parties and provide input to the District regarding the draft 2020 UWMP and WSCP. Below are the various notifications provided:

Date	Notice	Code Section
February 3, 2022	Notice 1: 60-day notice and public hearing notice to City and Counties	WC 10621(b) and 10642
March 3 & March 10, 2022	English Language Public Notice in <u>The Press Enterprise</u> newspaper	WC 10642 and GC 6066
March 4 & March 11, 2022	Spanish Language Public Notice in <u>La Prensa</u> newspaper	WC 10642 and GC 6066
March 3, 2022	Public Posting on District website and hardcopy of UWMP and WSCP made available at District customer counter	WC 10642

Within 30 days of adoption of the amended UWMP and WSCP, they will be resubmitted to DWR for review (WC 10621(e)). Electronic copies will also be sent to the California State Library, the City, and each County in the service area (WC 10635(c)).

As of the writing of this Director’s Memorandum, no written or oral comments have been received regarding the District’s intent to amend the 2020 UWMP and 2020 WSCP, adopt Ordinance 2022-130, and rescind Ordinance No. 2010-111. A hardcopy of the amendment to the 2020 UWMP and 2020 WSCP is available for review at the District office located at 3590 Rubidoux Blvd., Jurupa Valley, CA and on the District’s website – www.rcsd.org.

This afternoon’s Public Hearing for Ordinance No. 2022-130 was posted at the District’s office, on the District’s website, and noticed in the Press-Enterprise and La Prensa Newspapers more than 10 days from today.

Finally, as of the writing of this DM, the District has not received any oral or written comments as it pertains to Ordinance No. 2022-130.

After the presentation by Webb and input by the public the Board can, provided no substantive comments or revisions were brought up by the public or Board, consider accepting the first readings of Ordinance No. 2022-130, the amendment to the District's 2020 UWMP, and the amendment to the 2020 WSCP. The Board then can also schedule a second reading of proposed Ordinance 2022-130 and possible adoption along with Resolution No. 2022-887 (WSCP), and Resolution No. 2022-884 (UWMP).

RECOMMENDATION:

Staff recommends the Board of Directors consider the following actions:

1. If no substantial comments on Ordinance 2022-130 are received during the Public Hearing accept the first reading of Ordinance No. 2022-130 as completed.
2. If no substantial comments regarding amendment of the District's 2020 UWMP are received accept the amendments as proposed complete and accepted.
3. If no substantial comments regarding amendment of the District's 2020 WSCP are received accept the amendments as proposed complete and accepted.
4. Schedule the second reading of Ordinance No. 2022-130 for the next regularly scheduled Board Meeting on April 21, 2022, to consider adopting the following:
 - a. Ordinance 2022-130
 - b. Resolution No. 2022-887 (WSCP)
 - c. Resolution No. 2022-888 (UWMP)

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

1. DM 2021-37 dated June 17, 2021
2. Resolution No. 2021 – 878
3. Resolution No. 2021 – 879
4. Resolution No. 2022 – 887 (WSCP)
5. Resolution No. 2022 – 888 (UWMP)
6. Ordinance No. 2022 – 130
7. Ordinance No. 111

ATTACHMENT 1

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 2021-37

June 17, 2021

To: Rubidoux Community Services District
Board of Directors

Subject: Public Hearing to Consider Adopting Rubidoux Community Services District 2020 Urban Water Management Plan and 2020 Water Shortage Contingency Plan

BACKGROUND:

The Urban Water Management Planning Act requires every urban water supplier to update and adopt its Urban Water Management Plan ("UWMP") at least once every five (5) years on or before July 1 in years ending in six and one. California Water Code Section 10642 requires agencies to make their plans available for public inspection prior to adoption and conduct a public hearing at which the public may submit or verbalize comments on the draft 2020 UWMP.

For purposes of the Urban Water Management Planning Act an "urban water supplier" is a supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. Rubidoux Community Services District ("District") exceeds both criteria and is required to update its UWMP. The District on January 21, 2021, authorized a professional services agreement with Albert A. Webb Associates ("Webb") for preparation of the District's 2020 UWMP and the District's 2020 Water Shortage Contingency Plan ("WSCP"). The District 2020 WSCP is included as Section 8 within the 2020 UWMP. The 2020 UWMP is an update of the District's 2015 UWMP and reflects current demand projections and water supplies.

Autumn DeWoody of Webb will make a presentation regarding the UWMP for the Board and public. After the presentation is made, a Public Hearing will be opened so the public can provide input. Once the public input is complete and assuming there are no substantive modifications required to the UWMP, the Board can close the Public Hearing and then consider adoption of Resolution No. 2021 – 878 signifying approval of the District 2020 UWMP, and Resolution No. 2021-879 signifying approval of the District 2020 WSCP.

In compliance with California Water Code appropriate notifications were made so the District's draft 2020 UWMP could be reviewed by interested parties and provide input to the District regarding the draft 202 UWMP. Below are the various notifications provided:

Date	Notice	Code Section
March 10, 2021	Notice 1: 60-day notice	WC 10621(b)
April 28, 2021	Notice 2: public hearing notice	WC 10642
June 3 & June 10, 2021	Public Notice in newspaper	WC 10642 and GC 6066
June 3, 2021	Public Posting on District website and hardcopy of UWMP made available at District customer counter	WC 10642

The UWMP is the periodic document urban water suppliers use to describe and evaluate sources of water, efficient uses of water, demand management measures, implementation strategy and schedule, and other relevant information and programs. An UWMP is required for a water supplier to be eligible for Department of Water Resources administered state grants and loans and drought assistance. Information within is used by the state to aggregate statewide water conditions and issues. That information is used to propagate public policy with goal to ensure the state has adequate safe and reliable water supply.

As of the writing of this Director's Memorandum, no written or oral comments have been received regarding the District's intent to adopt the 2020 UWMP. A hardcopy of the 2020 UWMP is available for review at the District office located at 3590 Rubidoux Blvd., Jurupa Valley, CA and on the District's website – www.rcsd.org.

After the presentation by Webb, and input by the public, the Board can consider to approving the District's 2020 UWMP by adoption of Resolution No. 2021- 878.

RECOMMENDATION:

If no substantial comments on the UWMP are received during the Public Hearing, staff recommends adoption of the Rubidoux Community Services District 2020 Urban Water Management Plan through adoption of Resolution No. 2021 – 878.

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

Resolution No. 2021 – 878

Resolution No. 2021 - 879

ATTACHMENT 2

RESOLUTION NO. 2021 – 878

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT,
RIVERSIDE COUNTY, CALIFORNIA,
ADOPTING THE 2020 URBAN WATER MANAGEMENT PLAN**

WHEREAS, the California Legislature enacted Assembly Bill 797 (Water Code Section 10610 et seq., known as the Urban Water Management Planning Act) during the 1981-1984 Regular Session, and as amended subsequently, which mandates that every supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare an Urban Water Management Plan (“Plan”), the primary objective of which is to plan for the conservation and efficient use of water; and

WHEREAS, the Rubidoux Community Services District (“District”) is an urban supplier of water providing water to a population of over 33,400 and annual water deliveries in excess of 5,000 acre-feet per year; and

WHEREAS, the Plan shall be periodically reviewed at least once every five (5) years, and that the District shall make any amendments or changes to its Plan which are indicated by the review; and

WHEREAS, the Plan must be adopted by the Board of Directors of the District, after public review and hearing, and filed with the California Department of Water Resources (“DWR”) within thirty (30) days of adoption; and

WHEREAS, District staff has, therefore, prepared and made available to the public for review and inspection the proposed District 2020 Urban Water Management Plan dated June 3, 2021, in compliance with the requirements contained in Part 2.6 of Division 6 of the Water Code of the State of California; and

WHEREAS, the aforesaid plan is entitled “Rubidoux Community Services District 2020 Urban Water Management Plan”; and

WHEREAS, this Board of Directors duly called and noticed a public hearing on the aforesaid plan to be held on June 17, 2021, at the hour of 4:00 PM; and

WHEREAS, a 60-day Notice of Hearing was duly published pursuant to State of California Water Code Section 10621(b), and

WHEREAS, the aforesaid hearing called by the Board has been duly held and concluded; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by this Board of Directors as follows:

Section 1. That all the foregoing is true and correct.

Section 2. That the aforesaid Rubidoux Community Services District 2020 Urban Water Management Plan is hereby adopted.

INTRODUCED AND ADOPTED ON THE 17TH DAY OF JUNE 2021, UPON THE FOLLOWING ROLL CALL VOTE:

AYES:

NOES:

ABSENT:

ABSENTATIONS:

John Skerbelis, President
Rubidoux Community Services District

(SEAL)

Jeffrey D. Sims, Secretary-Manager

APPROVED TO FORM AND CONTENT:

John R. Harper, General Counsel

ATTACHMENT 3

RESOLUTION NO. 2021-879

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE RUBIDOUX
COMMUNITY SERVICES DISTRICT, RIVERSIDE COUNTY,
CALIFORNA ADOPTING THE 2020 WATER SHORTAGE
CONTINGENCY PLAN**

WHEREAS, Rubidoux Community Services District (“District”) is an urban water supplier that is required to adopt an Urban Water Management Plan pursuant to Water Code Sections 10620 et seq.; and

WHEREAS, the District has prepared a 2020 Urban Water Management Plan, and as part of that plan the District is also required to prepare and adopt a Water Shortage Contingency Plan (Plan) that consists of certain elements prescribed by Water Code Section 10632, and to make the Plan available to the District’s customers, the California State Library, the California Department of Water Resources, and to any city or county within which the District supplies water no later than 30 days after adoption of the Plan and no later than July 1, 2021 as a required component of the Urban Water Management Plan; and

WHEREAS, the District’s consulting engineers, Albert A. Webb Associates, have assisted the District in preparing the District’s proposed 2020 Water Shortage Contingency Plan, in coordination with other water agencies in the area that share the same water sources as the District, and the District has provided 60 days’ written notice to the City Jurupa Valley, and to the County of Riverside, that the proposed 2020 Water Shortage Contingency Plan would be considered by the District’s Board of Directors at a public hearing at which time the District’s proposed 2020 Urban Water Management Plan would also be considered; and

WHEREAS, on June 17, 2021, this Board of Directors conducted a public hearing on the proposed 2020 Water Shortage Contingency Plan, as well as the proposed 2020 Urban Water Management Plan, following publication of the notice of public hearing in the manner required by law, and at the hearing considered all testimony and comment received on the proposed 2020 Water Shortage Contingency Plan and considered all comments.

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

1. That all the foregoing is true and correct.
2. The 2020 Water Shortage Contingency Plan for Rubidoux Community Services District is hereby approved and adopted.
3. Within 30 days after the adoption of this Resolution and no later than July 1, 2021 as a component of the 2020 Urban Water Management Plan, District staff are hereby directed to

file copies of the 2020 Water Shortage Contingency Plan with the California Department of Water Resources, the California State Library, the City of and Jurupa Valley and the County of Riverside, and shall make copies thereof available for public review.

INTRODUCED AND ADOPTED this 17th day of June, 2021 UPON THE FOLLOWING ROLL CALL VOTE:

AYES:

NOES:

ABSENT:

ABSENTATIONS:

John Skerbelis, President
Rubidoux Community Services District

(SEAL)

Jeffrey D. Sims, Secretary-Manager
Rubidoux Community Services District

APPROVED AS TO FORM AND CONTENT:

John R. Harper, General Counsel
Rubidoux Community Services District

ATTACHMENT 4

RESOLUTION NO. 2022-887

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RUBIDOUX
COMMUNITY SERVICES DISTRICT, RIVERSIDE COUNTY,
CALIFORNIA AMENDING THE ADOPTED 2020 WATER SHORTAGE
CONTINGENCY PLAN

WHEREAS, Rubidoux Community Services District ("District") is an urban water supplier that is required to adopt an Urban Water Management Plan pursuant to Water Code Sections 10620 et seq.; and

WHEREAS, the District has prepared a 2020 Urban Water Management Plan, and as part of that plan the District is also required to prepare and adopt a Water Shortage Contingency Plan (Plan) that consists of certain elements prescribed by Water Code Section 10632, and to make the Plan available to the District's customers, the California State Library, the California Department of Water Resources, and to any city or county within which the District supplies water no later than 30 days after adoption of the Plan and no later than July 1, 2021 as a required component of the Urban Water Management Plan; and

WHEREAS, the District's consulting engineers, Albert A. Webb Associates, have assisted the District in amending the District's adopted 2020 Water Shortage Contingency Plan, in coordination with other water agencies in the area that share the same water sources as the District, and the District has provided 60 days' written notice to the City Jurupa Valley, and to the County of Riverside, that the proposed 2020 Water Shortage Contingency Plan would be considered by the District's Board of Directors at a public hearing at which time the District's proposed 2020 Urban Water Management Plan would also be considered; and

WHEREAS, on June 17, 2021, this Board of Directors conducted a public hearing on the proposed 2020 Water Shortage Contingency Plan, as well as the proposed 2020 Urban Water Management Plan, following publication of the notice of public hearing in the manner required by law, and at the hearing considered all testimony and comment received on the proposed 2020 Water Shortage Contingency Plan and considered all comments; and

WHEREAS, on June 17, 2021, this Board of Directors adopted the 2020 Urban Water Management Plan and included Water Shortage Contingency Plan; and

WHEREAS, the District's adopted 2020 Water Shortage Contingency Plan needs to be amended to be consistent with revised demand projections included in the Urban Water Management Plan and District Water Master Plan and to account for state of California emergency declarations related to drought so the Water Shortage Contingency Plan is useable and enforceable without imposing excess burden on the residents within the District; and

WHEREAS, on April 21, 2022, this Board of Directors conducted a public hearing on the proposed amendments to the 2020 Water Shortage Contingency Plan, as well as the proposed amendments to the 2020 Urban Water Management Plan, following publication of the notice of public hearing in the manner required by law, and at the hearing considered all testimony and comment received on the proposed amendments to the 2020 Water Shortage Contingency Plan and considered all comments.

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

1. That all the foregoing is true and correct.
2. The 2020 Water Shortage Contingency Plan for Rubidoux Community Services District is hereby amended, approved, and adopted.
3. Within 30 days after the adoption of this Resolution No. 2022-887 as a component of the 2020 Urban Water Management Plan, District staff are hereby directed to file copies of the 2020 Water Shortage Contingency Plan with the California Department of Water Resources, the California State Library, the City of and Jurupa Valley and the County of Riverside, and shall make copies thereof available for public review.
4. This Resolution No. 2022-887 hereby rescinds and replaces Resolution No. 2021-879 adopted June 17, 2021 in its entirety.

INTRODUCED AND ADOPTED this 21st Day or April, 2022 UPON THE FOLLOWING ROLL CALL VOTE:

AYES:

NOES:

ABSENT:

ABSENTATIONS:

District

Hank Trueba, President
Rubidoux Community

Services

(SEAL)

Jeffrey D. Sims, Secretary-Manager
Rubidoux Community Services District

APPROVED AS TO FORM AND CONTENT:

John R. Harper, General Counsel
Rubidoux Community Services District

ATTACHMENT 5

RESOLUTION NO. 2021 - 888

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT,
RIVERSIDE COUNTY, CALIFORNIA, AMENDING THE
ADOPTED THE 2020 URBAN WATER MANAGEMENT PLAN

WHEREAS, the California Legislature enacted Assembly Bill 797 (Water Code Section 10610 et seq., known as the Urban Water Management Planning Act) during the 1981-1984 Regular Session, and as amended subsequently, which mandates that every supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare an Urban Water Management Plan ("Plan"), the primary objective of which is to plan for the conservation and efficient use of water; and

WHEREAS, the Rubidoux Community Services District ("District") is an urban supplier of water providing water to a population of over 33,400 and annual water deliveries in excess of 5,000 acre-feet per year; and

WHEREAS, the Plan shall be periodically reviewed at least once every five (5) years, and that the District shall make any amendments or changes to its Plan which are indicated by the review; and

WHEREAS, the Plan must be adopted by the Board of Directors of the District, after public review and hearing, and filed with the California Department of Water Resources ("DWR") within thirty (30) days of adoption; and

WHEREAS, District staff has, therefore, prepared and made available to the public for review and inspection the proposed District 2020 Urban Water Management Plan dated June 3, 2021, in compliance with the requirements contained in Part 2.6 of Division 6 of the Water Code of the State of California; and

WHEREAS, Certain portions known as the recently annexed "Shadow Rock Development" of the District's area were inadvertently omitted from the Adopted 2020 Urban Water Management Plan; and

WHEREAS, including the aforementioned area in the Urban Water Management Plan will make the Urban Water Management Plan consistent with the District's Proposed Draft 2022 Water Master Plan; and

WHEREAS, amendments to the 2020 Water Shortage Contingency Plan which is a part of the of the Urban Water Management Plan in Section 8 thereof are required; and

WHEREAS, the aforesaid plan is entitled "Rubidoux Community Services District 2020 Urban Water Management Plan"; and

WHEREAS, this Board of Directors duly called and noticed a public hearing on amendments to the aforesaid plan to be held on April 21, 2022, at the hour of 4:00 PM; and

WHEREAS, a 60-day Notice of Hearing was duly published pursuant to State of California Water Code Section 10621(b), and

WHEREAS, the aforesaid hearing called by the Board has been duly held and concluded; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by this Board of Directors as follows:

Section 1. That all the foregoing is true and correct.

Section 2. That the aforesaid Amendments to the Rubidoux Community Services District 2020 Urban Water Management Plan are hereby adopted.

Section 3. This Resolution No. 2022-888 hereby rescinds and replaces Resolution No. 2021-878 adopted June 17, 2021 in its entirety.

INTRODUCED AND ADOPTED ON THE 21st DAY OF April, 2022, UPON THE FOLLOWING ROLL CALL VOTE:

AYES:

NOES:

ABSENT:

ABSENTATIONS :

District	Hank Trueba, President	
(SEAL)	Rubidoux	Community Services

Jeffrey D. Sims, Secretary-Manager

APPROVED TO FORM AND CONTENT:

John R. Harper, General Counsel

ATTACHMENT 6

ORDINANCE NO. 2022-130

ORDINANCE OF THE BOARD OF
DIRECTORS OF RUBIDOUX COMMUNITY
SERVICES DISTRICT, RIVERSIDE
COUNTY, CALIFORNIA, ESTABLISHING
THE PROGRAM FOR IMPLEMENTING THE
WATER SHORTAGE CONTINGENCY PLAN

WHEREAS, Rubidoux Community Services District ("RCSD" or "District") is a California community services district organized pursuant to the State of California Community Services District Law pursuant to Government Code Section 61000 et seq., for the purpose of providing certain public services, including, but not limited to, the purveying of water supplies to customers within its service area; and

WHEREAS, periodic droughts are a historic fact in the State of California; and

WHEREAS, the District's source of water supply is groundwater from the Riverside South Basin which has been and continues to be a reliable source of supply for the water demands of customers within the District; and

WHEREAS, Section 10610 et seq. of the California Water Code requires the District to prepare and adopt, in accordance with prescribed requirements, a Water Shortage Contingency Plan (WSCP), as part of its Urban Water Management Plan; and

WHEREAS, the RCSD Board of Directors (the "Board"), after a notified public hearing, adopted Resolution No. 2021-878 on June 17, 2021, approving a Water Shortage Contingency Plan; and

WHEREAS, California Constitution Article X, Section 2 and California Water Code section 100 provide that water resources of the state shall be put to beneficial use to the fullest

extent of which they are capable, and that waste and unreasonable use or method of use be prevented and water be conserved; and

WHEREAS, pursuant to California Water Code Section 106, the declared policy of the State is that the use of water for domestic use is the highest use of water and that the next highest use is for irrigation; and

WHEREAS, Section 350-359 and 31026-31029 of the California Water Code provide legal authority for the District to declare a water shortage emergency when the District determines there would be insufficient water for human consumption, sanitation, and fire protection, and then implement regulations to manage the water shortage emergency; and

WHEREAS, California Water Code Chapter 3.3 - Excessive Residential Water Use During Drought [365-367] prohibits excess water use in single-family and metered multi-family units during certain drought or water shortage conditions thus requiring the urban retail water supplier to establish a method to identify and discourage excessive water through rate structures, including tiered, water budgets or surcharge, and/or establishing or amending an excessive water use ordinance, rule, or tariff; and

WHEREAS, California Water Code Chapter 3.5 - Water Conservation Programs [375-378] allows any public water supplier to adopt by ordinance or resolution water conservation programs, such as water use restrictions, rate structures, water-saving devices, and public education. Violations of a requirement of a water conservation program adopted pursuant to Section 376 are misdemeanors, which can result in jail of up to 30 days or a

fine not to exceed \$1,000 or both, and a court or public entity may hold a person civilly liable in an amount not to exceed \$10,000 plus \$500 for each additional day on which the violation occurs; and

WHEREAS, On June 17, 2021 the District approved and adopted Resolution No. 2021-878 related to the District's 2020 Urban Water Management Plan. Subsequent to its adoption, it was determined certain portions of recently annexed area commonly referred to as "Shadow Rock Development" (Lennar) was not included in the population and demand projections within the 2020 UWMP.

WHEREAS, on April 21, 2022 the Board adopted Resolution No. 2022-888 replacing and rescinding Resolution No. 2021-878.

WHEREAS, on June 17, 2021 the District approved and adopted Resolution No. 2021-879 related to the District's Water Shortage Contingency Plan. Subsequent to its adoption, the State mandated additional restrictions to mitigate draught conditions necessitating amending the 202 WSCP.

WHEREAS, on April 21, 2022 the Board adopted Resolution No. 2022-887 replacing and rescinding Resolution No. 2021-879.

WHEREAS, the State Water Resources Control Board ("SWRCB") has been directed by Assembly Bill 1668 and Senate Bill 606 to adopt long-term standards for the efficient use of water by June 30, 2022. The SWRCB's proposed text of regulation as of February 20, 2018 would make permanent with some minor modifications and clarifications, the prohibitions that expired in Code of Regulations, Title 23, Section 864 in 2017; and

WHEREAS, the District adopted Ordinance No. 111 (October 15, 2009) to establish a landscape water use efficiency program providing compliance measures in support of State landscape model ordinance requirements. The District adopted Resolution Nos. 2015-817 (January 15, 2015) and 2015-820 (June 18, 2015) to declare a modified Stage 2 of the water shortage contingency plan with a list of water use prohibitions consistent with the SWRCB's 2015 emergency regulations. The District adopted Resolution No. 2019-858 (November 7, 2019) to rescind Resolution No. 2015-820 and continue to encourage customers to conserve water, consistent with the SWRCB's repeal of portions of California Code of Regulations, Title 23, Sections 864.5, 865, and 866 as of April 4, 2017; and

WHEREAS, pursuant to California Government Code, California Emergency Services Act (Article 2, Section 8558), the District shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency.

NOW THEREFORE, this Ordinance contains provisions for implementing the District's Water Shortage Contingency Plan and rescinds District Ordinance No. 111 approved October 15, 2009.

SECTION 1. DECLARATION OF PURPOSE AND INTENT

1. This Ordinance provides additional detail on the enforcement, exemptions, and appeals procedures, and overall legal authority to implement the WSCP that will assure reasonable and beneficial use of water, prevent waste of water, and maximize the efficient use of water

- within the District to avoid and minimize the effect and hardship of water shortage to the greatest extent possible.
2. This Ordinance establishes permanent water use prohibitions to induce the efficient use of water regardless of water supply conditions and establishes six levels of water supply shortage response actions to be implemented during times of declared water shortage or declared water shortage emergency, designed to achieve progressively greater levels of conservation based on the conditions of the declared water shortage or emergency.
 3. This Ordinance supports the District's WSCP, which is required by Water Code Section 10632. The WSCP, as amended from time to time, describes the demand management measures and water shortage actions that can be implemented by the Board in declaring a water shortage level and provides policy considerations, criteria and other guidance for the selection and implementation of such measures.
 4. This Ordinance is intended to complement and be used in conjunction with the tiered pricing structure adopted by the District. The tiered pricing structure encourages use within a water budget through a tiered commodity pricing system and discourages wasteful use. Any modifications to the pricing structure must be consistent with the provisions of Proposition 218.

SECTION 2. APPLICATION

The provisions of this Ordinance shall apply to all persons, entities, customers, and properties served by the District

(hereinafter collectively referred to as "customers"). The provisions of this Ordinance do not apply to uses of water necessary to protect public health and safety or for essential government services, such as police, fire and other similar emergency services. The provisions of this Ordinance do not apply to use of water from private wells. This Ordinance is intended solely to further the conservation of water. It is not intended to implement any provision of federal, State, or local statutes, ordinances, or regulations relating to protection of water quality or control of drainage; refer to the local jurisdiction or Regional Water Quality Control Board for information on any stormwater ordinances and stormwater management plans. Provisions of this Ordinance may be used in conjunction with local jurisdictions to meet regional water quality and conservation requirements.

The WSCP details RCSD's actions in the event of an actual water shortage scenario. A water shortage means that the available water supply is insufficient to meet the normally expected customer water use at a given point in time. The District may modify the WSCP at any time independent of updates to the UWMP; however, the same steps to notify and hold a public hearing are required with each modification as described in the UWMP.

SECTION 3. PERMANENT WATER WASTE PROHIBITIONS

Consistent with state law, water waste in the District service area is prohibited at all times. To prevent the waste and unreasonable use of water and to promote water conservation, the District prohibits the following actions, which are incorporated from the SWRCB's "Proposed Text of Regulation" (Water Code Title

23, Division 3, Chapter 3.5, Article 2, Section 963). At such time the SWRCB formally adopts use prohibitions, which is expected to occur by June 30, 2022, then this ordinance will incorporate-by-reference the adopted language. The following uses of water are prohibited as identified in this subdivision at all times, unless otherwise noted:

- A The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
- B The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
- C The application of potable water directly to driveways and sidewalks;
- D The use of potable water in an ornamental fountain or other decorative water feature, except where: (i) the water is part of a recirculating system; or (ii) the fountain is registered on the National Register of Historic Places;
- E The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least ~~one-tenth~~ fourth of one inch of rain. In determining whether measurable rainfall of at least ~~tenth~~ one-fourth of one inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel,

or any other reliable source of rainfall data available to the District;

- F The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served ~~and/or~~ purchased, during a period for which the Governor has issued a proclamation of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions; and
- G During a state declaration of drought conditions and as mandated by the state, the use of potable water for irrigation of turf on public street medians or publicly owned or maintained landscaped areas between the street and sidewalk.
- H To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

To prevent the waste and unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from the following:

- A Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable

under section 4735, subdivisions (a) and (b) of the Civil Code;

- B Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code; or
- C Requiring an owner of a separate interest upon which water-efficient landscaping measures have been installed in response to a declared drought emergency, as described in section 4735, subdivisions (c) and (d) of the Civil Code, to reverse or remove the water-efficient landscaping measures upon the conclusion of the state of emergency. If a disciplinary proceeding or other proceeding to enforce a rule in violation any homeowners' association or community service organization or similar entity is initiated, each day the proceeding remains pending shall constitute a separate violation of the SWRCB's regulation.

The use of water is not prohibited under the following circumstances:

- A To the extent necessary to address health and safety needs. This may include, but is not limited to, street sweeping and pressure washing of public sidewalks and the use of potable water in a fountain or water feature when required by law to be potable.
- B To the extent necessary to comply with a term or condition in a permit issued by a state or federal agency.

C When the water is used exclusively for commercial agricultural use meeting the definition of Government Code section 51201, subdivision (b).

SECTION 4. WATER SHORTAGE LEVELS

California Water Code Section 10632(a)(3) requires suppliers to define six standard water shortage stages that correspond to progressive ranges of shortages from less than 10% to greater than 50%. A shortage is determined by the District. Shortage percentages will be calculated as percent shortfall of supplies against demands for anticipated current year conditions and assumed dry-year conditions. Shortage levels also apply to catastrophic interruption of water supplies, including but not limited to a regional power outage or earthquake. The District's shortage response actions for each shortage level are described below; however, the District retains the right to enact additional actions as needed for the type of shortage at-hand.

Applicable to all levels:

The aforementioned water waste prohibitions and associated penalties will remain in-effect regardless of a water shortage declaration. The General Manager, or his or her designee, shall monitor the projected supply and demand for water by its customers on a daily basis during periods of a water shortage or drought and shall recommend to the Board of Directors the extent of the conservation required through the implementation and/or termination of particular water conservation stages to plan and supply water to its customers. Thereafter, the Board of

Directors may order the implementation or termination of the appropriate water conservation stage.

Upon the declaration of a water shortage level, the actions described below in each water shortage level will be in addition to water waste prohibitions and shall remain in-effect until the Board of Directors declares otherwise. The level of effort by the District in communicating to customers will increase with each increase in shortage level. Depending on the nature of the shortage, the District may augment water supply in lieu of, or complimentary to, demand reduction actions. The Board of Directors maintains the authority to issue mandatory water use restrictions including actions not listed herein on an as-needed basis to meet a water conservation target that is either mandated by the State or necessary to address a supply shortage in the District.

Immediate Emergency: If an Immediate Emergency occurs and the Board of Directors cannot meet in time to act to protect the public interest, the General Manager is hereby authorized and directed to implement any necessary rules and regulations upon his or her written determination that RCSD cannot adequately supply water to meet the ordinary demands of water consumers, and that such implementation is necessary to protect the public health and safety.

(1) The General Manager's written determination of an Immediate Emergency shall be: (a) filed with RCSD Board of Director's Secretary; (b) posted on RCSD's website; (c) delivered to the Board of Directors; and (d) subsequently considered by the Board of Directors at a general or special meeting for review, revocation, or ratification.

(2) The implementation of any rules and regulations during an Immediate Emergency shall take effect immediately upon making a posting of the determination of the Immediate Emergency on RCSD's website.

(3) The Board of Directors' meeting shall be held on the earliest date that a quorum of the Board of Directors is available. At the Board of Directors meeting, the General Manager shall update the Board of Directors on the severity and length of the Immediate Emergency.

Water Shortage Level 1 (Up to 10% Water Shortage):

At such time the Board of Directors declares a water shortage of up to 10%, the District will encourage all customers to voluntarily conserve water. The District will make every reasonable effort to clearly communicate to all customers that water conservation of up to 10% is requested and will offer suggestions on how to conserve water.

Water Shortage Level 2 (Up to 20% Water Shortage):

At such time the Board of Directors declares a water shortage of more than 10% and less than or equal to 20%, the District will encourage all customers to voluntarily conserve water. The District will make every reasonable effort to clearly communicate to all customers that water conservation of up to 20% is requested and will offer suggestions on how to conserve water.

Water Shortage Level 3 (Up to 30% Water Shortage):

At such time the Board of Directors declares a water shortage of more than 20% and less than or equal to 30%, the District will encourage all customers to voluntarily conserve water. The

District will make every reasonable effort to clearly communicate to all customers that water conservation of up to 30% is requested and will offer suggestions on how to conserve water. In addition, the District may ~~will~~ contact the highest water users and offer voluntary water waste surveys to reduce water use. Contact will consist of the following steps: (1) District will send one letter notifying the customer of their use, urging them to conserve, and request to meet onsite and perform a survey to reduce obvious water use; and (2) regardless of whether a survey is performed, District will follow up with phone calls at least once-per-month if the level of use does not decline in subsequent months.

Water Shortage Level 4 (Up to 40% Water Shortage):

At such time the Board of Directors declares a water shortage of more than 30% and less than or equal to 40%, the District will make the following restrictions mandatory: (1) outdoor irrigation is limited to two days per week between the hours of 8:00 PM and 8:00 AM; and (2) all public water uses that are not required for health and safety are prohibited. The mandatory prohibitions will be enforced with patrols and responding to reports from customers. The District will make every reasonable effort to communicate to all customers of the need for water conservation of up to 40% and will outline the mandated prohibitions as well as additional tips and suggestions on how to conserve water. The District will continue targeting high water users to reduce obvious water waste. Customers are encouraged to utilize available rebates for water-conservation purchases (e.g., smart irrigation controllers). The District

will consider augmenting rebate amounts to entice greater customer participation.

Water Shortage Level 5 (Up to 50% Water Shortage):

At such time the Board of Directors declares a water shortage of more than 40% and less than or equal to 50%, in addition to the actions in Levels 1-4, the declaration may engage conservation drought fees according to the current approved rate structure. If the Board implements drought fees, then the District would use then current enforcement, penalty, exemption, and appeals procedures within the District's policies for non-payment of service. The District will make every reasonable effort to notify customers of the Board's decision in advance of the change taking effect.

Water Shortage Level 6 (Greater than 50% Water Shortage):

At such time the Board of Directors declares a water shortage of more than 50%, the declaration may engage conservation drought fees according to the current approved rate structure. If the Board implements drought fees, then the District would use then current enforcement, penalty, exemption, and appeals procedures within the District's policies for non-payment of service would apply. The District will make every reasonable effort to notify customers of the Board's decision in advance of the change taking effect.

SECTION 5. COMMUNICATION PROTOCOL

The District will regularly, and not less than once per year, communicate to all customers that water waste is prohibited.

The existence of water shortage levels may be declared by resolution of the Board of Directors adopted at a regular or special public meeting held in accordance with State law. All mandatory conservation measures described in the shortage levels shall take effect immediately or as otherwise provided by State law.

Within ten (10) days following the declaration of a shortage level (or declaration of the end of a shortage level), the District will publish a copy of the resolution, or an easy-to-read summary of the resolution with a link to the complete resolution in the newspaper used for publication of official notices. In addition, the District will provide the information on the District's website, at the District office, and to each customer by mail. The notices will include details as to how much reduction in water use is requested and provide suggested means to achieve that.

In a disaster when prior notice of water shortage response actions may not be possible, noticing procedures will be dictated by the District's Emergency Response Plan.

SECTION 6. ENFORCEMENT AND PENALTIES

During Water Shortage Levels 1, 2, and 3, customers who do not voluntarily reduce water use will not be penalized unless there is a violation of a water waste prohibition. For violations of a water waste prohibition or mandatory water use restrictions outlined in each Water Shortage Level or as declared by the Board of Directors, penalties are described below for each violation.

- A The District will make a reasonable effort to notify and assist customers with compliance. Reasonable efforts to notify customers of any violation include, but are not limited to, personal contact, door hangar, letter, registered U.S. mail, email, or telephone.
- B Each day that a violation of this ordinance occurs is a separate offense. All remedies provided herein shall be cumulative and not exclusive.
- C Civil penalties may be levied for each violation of prohibitions specifically cited in this ordinance, as follows:
 - a. First Violation: Written citation.
 - b. Second Violation: Written citation and \$25 dollars (\$25.00) added to the next water bill.
 - c. Third Violation: Written citation and \$100 dollars (\$100.00) added to the next water bill.
 - d. Fourth Violation: Penalty of \$500 placed on the water bill, and after a 15-day written notification, the customer may also be subject to a flow restricting device. A person or entity that violates this Ordinance is responsible for payment of the District's charges for installing and/or removing any flow restricting device and for disconnecting and/or reconnecting service per the District's schedule of charges then in effect. The charge for installing and/or removing any flow restricting device must be paid to the District before the device is removed.

Nonpayment will be subject to the same remedies as nonpayment of basic water rates.

e. It is the discretion of the District to waive citations on a case-by-case basis when violations of this ordinance are addressed by the customer in a timely manner to the satisfaction of the District.

D Misdemeanor. In addition to, or as an alternative to the enforcement measures provided herein, or any other applicable civil or criminal remedies, violations of this Ordinance may be prosecuted as a misdemeanor, unless made an infraction by the prosecutor, and punishable by imprisonment in the county jail for not more than thirty (30) days, or by a fine not exceeding one thousand dollars (\$1,000), or by both as provided in California Water Code section 377.

E Discontinuing Service. In addition to any fines, and other remedies, the District, after a fifteen (15) day written notification, may disconnect a customer's water service for willful violations of this Ordinance, subject to the appeals process described herein.

F Leak Shut Off for Dedicated Irrigation Meter. In instances where a leak is observed on the customer's side of a dedicated irrigation service or irrigation system, the District may immediately shut off such system and/or meter and may issue a notice of violation as provided for in this Ordinance. Water service may not be reinstated until such leak is repaired.

G All fines collected by the District pursuant to this Ordinance shall be used by the District to further water conservation efforts in the District.

SECTION 7. **EXEMPTIONS**

Customers may be exempted from application of this Ordinance for a certain type of use if the Board of Directors issues a permit allowing such use and if such permit issuance is based on a finding that enforcement of the applicable restriction would (1) cause an unnecessary and undue hardship to the customer applying for such permit or the public, or (2) cause or threaten an immediate emergency condition affecting the health, sanitation, fire protection, or safety of the customer or the public; or (3) cause the customer to violate a term or condition in a permit issued by a state or federal water agency. The Board of Directors may require the installation and use of such water conservation devices or practices as they deem appropriate as a condition of the exemption permit.

SECTION 8. **APPEALS**

Upon receipt of the written citation or other decision from the District, the customer shall have thirty (30) calendar days to appeal the decision to the General Manager. The General Manager shall then schedule a review for consideration of the matter. The General Manager will then notify the customer of his/her appeal decision. If the customer is not satisfied with the appeal decision rendered by the General Manager, the customer shall have ten (10) calendar days to appeal the decision to the

Board of Directors. The Board shall then schedule the matter for consideration at a regular or special meeting of the Board and render its decision, which shall be a final decision. If the customer fails to appeal during either the thirty (30) calendar days in the District's notice to the customer or the ten (10) calendar days period specified in the District's notice to the customer regarding the General Manager appeal, the customer shall lose its right to appeal the fine.

SECTION 9. CEQA EXEMPTION

The Board of Directors hereby finds that this Ordinance is not subject to the California Environmental Quality Act (Public Resources Code Section 2100 et seq.) ("CEQA") pursuant to Section 15307 and Section 15378(b)(2) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, since it makes and implements policies and procedures for ensuring that water resources are conserved by reducing water demands.

SECTION 10. CONFLICTING PROVISIONS

If provisions of this Ordinance are in conflict with other rules and regulations of the RCSD, and other resolution or ordinance of the RCSD, or any State law or regulation, the more restrictive provisions shall apply.

SECTION 11. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase or sections of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, the invalidity of the remaining portions of sections of this Ordinance shall not be affected, it being the intent of the Board in adopting this Ordinance that no portions, provisions, or regulations contained herein shall become inoperative, or fail by reason of the unconstitutionality of any other provision hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 12. EFFECTIVE DATE

This Ordinance shall be effective upon adoption. Within ten (10) days after its adoption, the Secretary shall cause this Ordinance to be published once pursuant to California Government Code Section 6061 in full in a newspaper of general circulation which is printed, published, and circulated within the RCSD. If there is no such newspaper, the ordinance shall be posted within 10 days after its adoption in three public places within the public entity. The Ordinance shall also be posted on the District website and District office.

SECTION 13. DEFINITIONS

- A. "Agricultural use" means use of land, including but not limited to greenhouses, for the purpose of producing an agricultural commodity for commercial or community purposes.
- B. "Architectural or landscaping guidelines or policies" includes any formal or informal rules other than the governing documents of a common interest development.
- C. "Board of Directors" means the Board of Directors of Rubidoux Community Services District.
- D. "Commercial agricultural use meeting the definition of Gov. Code section 51201, subdivision (b)" includes irrigation, frost protection and heat control, but does not include cleaning, processing or other similar post-harvest activities.
- E. "Common interest development" has the same meaning as in section 4100 of the Civil Code.
- F. "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.
- G. "Decorative water feature" means a water feature that exists for decorative or aesthetic purposes and non-potable water can be used because it is not intended for recreational uses.
- H. "District" means the Rubidoux Community Services District.
- I. "General Manager" means the General Manager of Rubidoux Community Services District or his or her authorized designee.
- J. "Governing documents" has the same meaning as in section 4150 of the Civil Code.

- K. "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.
- L. "Immediate Emergency" means a disaster or other disruption of the District's water supply, which requires a response by the General Manager before the Board of Directors can meet.
- M. "Incidental runoff" means unintended amounts (volume) of runoff, such as unintended, minimal overspray or leakage from sprinklers that escapes the area of intended uses. Water leaving an intended use area is not considered incidental if it is part of the facility or system design, if it is due to excessive applications, if it is due to intentional overflow or application, or if it is due to negligence.
- N. "Landscape irrigation system" means an irrigation system with pipes, hoses, spray heads, or sprinkling devices that are operated by hand or through an automated system.
- O. "Potable water" means water which is suitable for drinking.
- P. "Non-potable water" means water that is not suitable for drinking.
- Q. "Recreational water feature" means a water feature intended for potable water recreation, such as a swimming pool or spa.
- R. "Separate interest" has the same meaning as in section 4185 of the Civil Code.
- S. "Turf" means a ground cover surface of mowed grass.

SECTION 14. RECITAL INCORPORATION

All of the foregoing Recitals are true and correct, and the Board so finds and determines. The Recitals set forth above are

incorporated herein and made an operative part of this Resolution.

SECTION 15. RESCISSION OF ORDINANCE NO. 111

With approval of Ordinance No. 2022-130, the Board so hereby rescinds District Ordinance No. 111 dated October 15, 2009.

ADOPTED, this 21st day of April, 2022.

HANK TRUEBA, JR.
President

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Ordinance 2022-130 adopted by the Board of Directors of Rubidoux Community Services District at its regular meeting held April 21, 2022.

JEFFREY D. SIMS
Secretary-Manager

April 21, 2022

ATTACHMENT 7

**RUBIDOUX COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 111**

**AN ORDINANCE OF THE RUBIDOUX COMMUNITY
SERVICES DISTRICT, ESTABLISHING A LANDSCAPE
WATER USE EFFICIENCY PROGRAM PROVIDING
COMPLIANCE MEASURES IN SUPPORT OF STATE
LANDSCAPE MODEL ORDINANCE REQUIREMENTS**

WHEREAS, the California Water Conservation in Landscaping Act, also known as the State Landscape Model Ordinance, has been implemented by a Statewide Landscape Task Force which was overseen by the California Urban Water Conservation Council. The California Water Conservation in Landscaping Act was amended pursuant to AB 2717 of 2004; and

WHEREAS, AB 1881 of 2006 requires local agencies, not later than January 1, 2010, to adopt the updated model ordinance or an equivalent document which is "at least as effective as" the State Model Ordinance. In the event local agencies do not take such action, the State's version will be deemed to be automatically adopted by statute; and

WHEREAS, The Riverside County Water Task Force, a county-wide stakeholder group, has constructed a local water efficiency ordinance designed to meet the requirements and guidelines of the State Model Ordinance; and

WHEREAS, enforcement of ordinances required by AB 1881 to be adopted by the County of Riverside and County of San Bernardino, will require supportive measures of the Rubidoux Community Services District ("RCSD"), a local water provider within a portion of these jurisdictions; and

WHEREAS, pursuant to California Water Code section 71610.5, the RCSD may undertake a water conservation program to reduce water use and may require that reasonable water-saving devices and water reclamation devices be installed to reduce water use; and

WHEREAS, pursuant to California Water Code section 71640, the RCSD may restrict the use of water during any emergency caused by drought, or other threatened or existing water shortage, and may prohibit the wastage of water or the use of water during such periods for any purpose other than household uses or such other restricted uses as the RCSD determines to be necessary. The RCSD may also prohibit use of water during such periods for specific uses which it finds to be nonessential. Pursuant to California Water Code section 71641, the RCSD may prescribe and define by ordinance the restrictions, prohibitions, and exclusions referred to in section 71640; and

WHEREAS, pursuant to California Water Code section 375, the Board is authorized to adopt and enforce a water conservation program to reduce the quantity of water used by persons within its jurisdiction for the purpose of conserving the water supplies of the RCSD; and

WHEREAS, a notice of a public hearing regarding the proposed adoption of this Ordinance was published in the Press-Enterprise, a newspaper of general circulation at least seven (7) days prior to the hearing; and

WHEREAS, a public hearing regarding the proposed adoption of this Ordinance was conducted on October 15, 2009 at 7:30 p.m., or as soon thereafter as practicable, as part of the regular meeting of the Board; and

WHEREAS, the Board of Directors has a long-standing policy of engaging in and encouraging efficient water management measures and practices and desires to adopt this Ordinance in order to provide supportive measures to facilitate the enforcement of landscape conservation ordinances by the County of Riverside and County of San Bernardino; and

BE IT ORDAINED by the Board of Directors of the Rubidoux Community Services District as follows:

Section 1. SHORT TITLE.

This Ordinance shall be known as the "Landscape Water Use Efficiency Program".

Section 2. INTENT.

It is the intent of the Board of Directors in adopting this Ordinance to:

- A. Establish provisions for water management practices and water waste prevention;
- B. Establish a structure for planning, designing, installing, maintaining, and managing water efficient landscapes in new construction and rehabilitated projects;
- C. To reduce the water demands from landscapes without a decline in landscape quality or quantity;
- D. To retain flexibility and encourage creativity through appropriate design;
- E. To assure the attainment of water-efficient landscape goals by requiring that landscapes not exceed a maximum water demand of seventy percent (70%) of its reference evapotranspiration (ET_o) or any lower percentage as may be required by water purveyor policy or state legislation, whichever is stricter;
- F. To eliminate water waste from overspray and/or runoff;
- G. To achieve water conservation by raising the public awareness of the need to conserve water through education and motivation to embrace an effective water demand management program; and
- H. To implement the requirements to meet the state of California Water Conservation in Landscaping Act 2006 and the California Code of Regulations Title 23, Division 2, Chapter 2.7.

Section 3. DEFINITIONS.

The terms used in this ordinance have the meaning set forth below:

- A. *Backfilling* - to refill an excavation, usually with excavated material
- B. *Backflow prevention device* - a safety device used to prevent pollution or contamination of the water supply

- due to the reverse flow of water from the irrigation system.
- C. *Check valve* or *anti-drain valve* - a valve located under a sprinkler head or other location in the irrigation system to hold water in the system to prevent drainage from the sprinkler heads when the system is off.
 - D. *Established landscape* - the point at which plants in the landscape have developed significant root growth into the site. Typically, most plants are established after one or two years of growth
 - E. *Estimated Annual Water Use* or *EAWU* - estimated total water use per year as calculated using the formula contained in Section 6.B.3.
 - F. *Evapotranspiration* - the loss of water to the atmosphere by the combined processes of evaporation from soil and plant surfaces, and transpiration from plant tissues. It is an indication of how much water a plant needs to sustain healthy growth. It is expressed as inches of water per time period.
 - G. *Hydrozone* - a portion of the landscaped area having plants with similar water needs. A hydrozone may be irrigated or non-irrigated.
 - H. *Invasive species* - non-indigenous species (both plants and animals) that adversely affect the habitats they invade economically, environmentally, or ecologically. Lists of invasive species are included within the Western Riverside County Multi-Species Habitat Conservation Plan and the Coachella Valley Multi-Species Habitat Conservation Plan (incorporated by reference). In addition, for the purposes of this Program, invasive species include other locally invasive species as further defined by a local lead agency.
 - I. *Landscape architect* - a person who holds a license to practice landscape architecture in the state of California (Government Code Section 5615).
 - J. *Landscaped area* or *LA* - all of the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance (MAWA) calculation. The landscaped area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or impervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).
 - K. *Local water purveyor* - any entity, including a public agency, city, county or private water company that provides retail water service to customers in Riverside and San Bernardino Counties.

- L. *Low volume irrigation* - the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.
- M. *Maximum Applied Water Allowance* or *MAWA* - the upper limit of annual applied water allowed for the established landscaped area as calculated using the formula contained in Section 6.B.2
- N. *Overhead sprinkler irrigation systems* - systems that deliver water through the air (e.g., pop-ups, impact sprinklers, spray heads and rotors, etc.).
- O. *Reference evapotranspiration* or *ET_o* - *ET_o* is evapotranspiration from a standardized vegetation surface, such as well irrigated cool-season grass, in a particular location. It is given in inches per day, month or year. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowances so that regional differences in climate can be accommodated. Reference evapotranspiration numbers shall be taken from the most current Evapotranspiration Zones Map by the California Department of Water Resources. For geographic areas not covered by the Evapotranspiration Zones Map, data from nearby areas shall be used.
- P. *Rehabilitated landscapes* - any re-landscaping project that requires a permit, plan check, or design review, and/or would meet the requirements of Section 4.
- Q. *Special landscape area* - an area of the landscape dedicated to edible plants, areas irrigated with recycled water or non-potable water, and publicly accessible areas dedicated to active play such as parks, sports fields, golf courses, where turf provides a playing field or where turf is needed for high traffic activities.
- R. *Temporarily irrigated* - irrigation for the purposes of establishing plants, or irrigation which will not continue after plant establishment. Temporary irrigation is for a period of six months or less.
- S. *Water intensive landscaping* - a landscape with a WUCOLS plant factor of 0.7 or greater.
- T. *WUCOLS* - the publication entitled "Water Use Classification of Landscape Species" by the University of California Cooperative Extension (1999 or most current version).

Section 4. APPLICABILITY.

The water-efficient landscape requirements contained in this Program apply to all existing properties with landscape areas one acre or greater in size and all properties served by a dedicated landscape irrigation meter.

Section 5. LANDSCAPE DOCUMENTATION PACKAGE REQUIREMENTS.

An applicant proposing any new landscape that is subject to this Program as defined in Section 4 above, and designated for recycled or non-potable water use, is advised that recycled or non-potable water irrigation systems will entail additional coordination with the RCSD, the land use agency and the maintenance entity's standards, approvals, and implementation requirements. Therefore, applicants shall consult with the RCSD early in the development review process to ensure that future recycled or non-potable water facilities meet the projected demand and that subsequent landscape plans comply with the applicable standards, approvals, and implementation requirements of the RCSD, the land use agency, and maintenance entity.

Water systems for common open space areas shall use non-potable water if approved facilities are made available by the RCSD. Provisions for a non-potable water system shall be provided within the landscape plan. Water systems designed to utilize non-potable water shall be designed to meet all applicable standards of the California Regional Water Quality Control Board and the Riverside County Health Department.

Section 6. LANDSCAPE WATER USE EFFICIENCY ENFORCEMENT.

A. RESTRICTIONS. The following water conservation requirements are intended to avoid water waste and are effective at all times. These requirements shall be subject to change, from time to time, by the Board. For example, and not by way of limitation, the Board may revise or amend the RCSD's Water Conservation and Supply Shortage Program from time to time.

1. Limits on Watering Hours: Watering or irrigating of lawn, landscape or other vegetated area with potable water, excluding agricultural crops grown for commercial sale, is prohibited between the hours of 8:00 a.m. and 8:00 p.m. on any day; except:
 - a. by use of a hand-held bucket or similar container,

- b. a hand-held hose equipped with a positive self-closing water shut-off nozzle or device,
 - c. through permanently-installed low-volume point-to-point drip irrigation that is completely covered by an organic or inorganic mulch layer,
 - d. for very short periods of time for the express purpose of adjusting or repairing an irrigation system, or
 - e. for very short period of time during the first three weeks of a new landscaper's establishment period. Overhead irrigation shall be limited to the hours of 8:00 p.m. to 9:00 a.m.
2. No Excessive Water Flow or Runoff: Watering or irrigating of any lawn, landscape or other vegetated area in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, street, alley, gutter or ditch is prohibited.
 3. No Washing Down Hard or Paved Surfaces: Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, is prohibited except when necessary to alleviate safety or sanitary hazards, and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device, a low-volume, high-pressure cleaning machine equipped to recycle any water used, or a low-volume high-pressure water broom.
 4. Obligation to Fix Leaks, Breaks or Malfunctions: Excessive use, loss or escape of water through breaks, leaks or other malfunctions in the water user's plumbing or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected and in no event more than seven (7) calendar days, is prohibited.

B. LANDSCAPE METER REQUIREMENTS.

1. A separate dedicated meter is required for landscape areas greater than or equal to 2,500 square-feet
2. The efficient use of water should be considered in the design of any new landscape area. The MAWA will be calculated for customers that request a new account using the following formula:

$$\text{MAWA (in gallons)} = (\text{ET}_0) (0.62) [(0.7 \times \text{LA}) + (0.3 \times \text{SLA})]$$

Where:

ET_o is historic local reference evapotranspiration;
 LA is total landscape area (including the SLA) in square-feet;
 SLA is the amount of special landscape area in square-feet

- i. For the purposes of determining the MAWA, average irrigation efficiency is assumed to be 0.71. Irrigation systems shall be designed, maintained, and managed to meet or exceed an average irrigation efficiency of 0.71.
3. Prior to the issuance of a meter, the new customer shall calculate the Estimated Annual Water Use (EAWU) for each landscape area using the following formula

$$\text{EAWU (in gallons)} = (ET_o) (0.62) [(PF \times HA) / IE) + SLA]$$

Where:

- ET_o is reference evapotranspiration
 PF is plant factor
 HA is hydrozone area in square-feet
 IE is irrigation efficiency (minimum 0.71)
 SLA is the amount of special landscape area in square-feet
- i. Landscaping plans shall provide the EAWU (in the same units as the MAWA) for each landscaped area or hydrozone. The sum of all EAWU totals shall not exceed the MAWA for the project.
 - ii. The plant factor used shall be from the WUCOLS. The plant factor for low water-use plants range from 0 to 0.3; for moderate water-use plants range from 0.4 to 0.6; and for high water-use plants range from 0.7 to 1.0.
 - iii. The plant factor calculation is based on the proportions of the respective plant water uses and their plant factor, or the plant factor of the higher water-using plant is used.
 - iv. The surface area of a water feature shall be included in the high water-use hydrozone area of the water budget calculation, and temporarily irrigated areas in the low water-use hydrozone.
4. For the new meter to be issued, the sum of the EAWU's for all landscaped areas of the project cannot exceed the MAWA for the project as calculated in Section 6.B.2 of the Program. Calculations shall be submitted to the RCSD for review.

5. New accounts that have to comply with equivalent or more stringent water use efficiency measures imposed by another jurisdiction do not need to comply with the requirements of this section of the Program, but do need to provide information about the landscape area to the RCSD.
- C. ENFORCEMENT. The RCSD may provide water efficiency audits, and surveys for all direct retail water customers to ensure water is being used efficiently. RCSD's authority may include the implementation of a water budget-based rate structure for all customers based on metrics described in the State Landscape Model Ordinance, the County Task Force Local Water Efficient Ordinance and the Maximum Allowable Water Allowance formula detailed above for landscapes existing prior to January 1, 2010 and qualifying Special Landscape Areas will be given landscape factors of 0.80 and 1.0 respectively, as outlined in the State Model Ordinance.

Section 7. CEQA COMPLIANCE.

The Board hereby finds that this Ordinance is not subject to the California Environmental Quality Act (Public Resources Code Section 2100 et seq.) ("CEQA") pursuant to Section 15307 (the activity assures the maintenance, restoration, enhancement, or protection of a natural resource) and Section 15378(b)(2) (the activity is not a project as it involves general policy and procedure making) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, since it makes and implements policies and procedures for ensuring that water resources are conserved by reducing the water demands of landscaping.

Section 8. CONFLICTING PROVISIONS.

If provisions of this Ordinance are in conflict with each, other rules and regulations of the RCSD, any other resolution or ordinance of the RCSD, or any State law or regulation, the more restrictive provisions shall apply.

Section 9. SEVERABILITY.


If any provision, section, subsection, sentence, clause or phrase or sections of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, the invalidity of the remaining portions or sections of this

Ordinance shall not be affected, it being the intent of the Board in adopting this Ordinance that no portions, provisions, or regulations contained herein shall become inoperative, or fail by reason of the unconstitutionality of any other provision hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 10. EFFECTIVE DATE AND PUBLICATION.

This Ordinance shall be effective upon adoption. Within ten (10) days after its adoption, the Secretary shall cause this Ordinance to be published once pursuant to California Government Code section 6061 in full in a newspaper of general circulation which is printed, published, and circulated within the RCSD. If there is no such newspaper, the Ordinance shall be posted within the RCSD after its adoption in three public places.

ADOPTED, by the Rubidoux Community Services District Board of Directors this 15th day of October, 2009.



JOHN SKERBELIS
President

October 15, 2009

ATTEST

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Ordinance 111 adopted by the Board of Directors of the Rubidoux Community Services District at its regularly scheduled Board Meeting held October 15, 2009.



DAVID D. LOPEZ
Secretary-Manager

APPROVED AS TO FORM AND CONTENT:



JOHN R. HARPER
General Counsel

10. CONSIDER ADOPTION OF RESOLUTION NO 2022-886 AUTHORIZING EXECUTION OF AMENDED AND RESTATED JFCA WITH RESPECT TO JUSD CFD NO. 19:

DM 2022-27

Rubidoux Community Services District

Board of Directors

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

General Manager
Jeffrey D. Sims



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

DIRECTORS MEMORANDUM 2022-27

April 7, 2022

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Adoption of Resolution No. 2022-886 Authorizing Execution of Amended and Restated Joint Community Facilities Agreement by and Jurupa Unified School District and Rubidoux Community Services District With Respect To CFD No. 19

BACKGROUND:

The Board of Directors of Rubidoux Community Services District (“District”) on May 16, 2019 approved Resolution No. 2019-851 authorizing participation in proposed Jurupa Unified School District Community Facilities District No. 19 (“JUSD CFD No. 19”). To be a participant in JUSD CFD No. 19, the District entered into a Joint Community Facilities Agreement (“JCFA”) with JUSD outlining the various terms and conditions related to the appropriate use of bond proceeds once JUSD CFD No. 19 bonds are sold. Attached for background is DM 2019-28 dated May 16, 2019. JUSD CFD No. 19 proposes funding for public facilities related to Tract No. 37640, a 215 dwelling unit residential development located along Avalon Street just north of the 60 Freeway.

Community Facilities Districts (“CFD”) are common financing mechanisms used to finance public facilities. Developers work with the various public agencies providing public services to their proposed project to identify eligible costs due to each agency. Eligible costs include for example school fees, water and sewer capacity fees, and mitigation fees for parks, traffic, and storm drain. In addition to fees, master planned public physical improvements benefitting the public can be financed, such as master planned water and sewer pipelines, streets, and storm drains. The agency receiving the greatest amount of the funding from the proposed CFD acts as the lead agency to form the CFD and sell the bonds.

Since adoption of Resolution No. 2019-851 and execution of the JCFA for JUSD CFD No. 19, Tract No. 37640 was sold to Century Communities of California, LLC., and Century Communities is requesting the JCFA to be amended and restated to:

1. Correct the ownership to Century Communities of California, LLC (“Century”)
2. Enable JUSD CFD No. 19 to fund master planned water and sewer improvements
3. Adjust District fees funded by JUSD CFD No. 19

The District anticipates receiving \$2,862,725 in water and sewer capacity related fees from JUSD CFD No. 19 bond proceeds. Some of these funds the District will reimburse back to Century for eligible costs associated with the construction of District master planned facilities – 1) a 24” diameter water pipeline through Tract No. 37640 between Avalon Street and UPRR tracks, and 2) sewer pipeline in Avalon Street between Raye Street and just north of the 60 Freeway. Due to these facilities being in the current District Master Plans they are eligible for reimbursement against water and sewer capacity fees due for the project. The detailed terms and conditions regarding reimbursement for these facilities will be subject to separate agreement between the District and Century. Amendment and restatement of the JCFA enables these costs to be eligible for reimbursement from JUSD CFD No. 19.

District Counsel Harper has reviewed the amended and restated JCFA.

Proposed Resolution No. 2022-886 rescinds Resolution No. 2019-851 and authorizes execution of the amended and restated JCFA.

RECOMMENDATION:

Staff recommends the Board of Directors consider the Board of Directors authorize the Board President to:

1. Adopt Resolution No. 2022-886
2. Approve the Amended and Restated JCFA

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

1. Amended and restated JCFA related to JUSD CFD No. 19
2. Resolution No. 2022-886
3. DM 2019-28 dated May 16, 2019

RESOLUTION NO. 2022 - 886

RESOLUTION OF THE BOARD OF DIRECTORS OF
RUBIDOUX COMMUNITY SERVICES DISTRICT APPROVING
AN AMENDED AND RESTATED JOINT COMMUNITY
FACILITIES AGREEMENT WITH JURUPA UNIFIED SCHOOL
DISTRICT FOR CFD NO. 19 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. 19 (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, Rubidoux Community Services District (the "District") and the Jurupa Area Recreation and Park District (the "Park 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, on May 16, 2019 the Board of Directors approved and adopted

Resolution No. 2019-851 authorizing and approving a joint community facilities agreement to be entered into among the District, School District and Jurupa Valley, LLC with respect to the CFD related to the funding of public improvements and fees benefiting the development of property owned by Jurupa Valley, LLC referred to as Tract No. 37640; and

WHEREAS, since adoption of Resolution No. 2019-851, Jurupa Valley, LLC sold Tract No. 37640 to Century Communities of California, LLC ("Century") and Century seeks to have the joint community facilities agreement amended and restated to 1) change ownership reference, 2) enable funding of District master planned water and sewer improvements, and 3) adjust District fee amounts eligible for reimbursement from the proposed community facilities district; and

WHEREAS, the Board of Directors has determined that the proposed joint community facilities agreement as amended and restated would 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 "Amended and Restated Joint Community Facilities Agreement by and among Jurupa Unified School District, Rubidoux Community Services District and Century Communities of California, LLC with respect to Community Facilities District No. 19" (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. This Resolution No. 2022-886 hereby rescinds and replaces Resolution No. 2019-851 adopted May 16, 2019 in its entirety.

Section 4. The Secretary of the Board of Directors shall deliver an executed copy of the Agreement to the School District.

ADOPTED this 7th day of April, 2022.

Hank Trueba
President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

**AMENDED AND RESTATED JOINT COMMUNITY FACILITIES AGREEMENT
BY AND AMONG
JURUPA UNIFIED SCHOOL DISTRICT, RUBIDOUX COMMUNITY SERVICES
DISTRICT AND CENTURY COMMUNITIES OF CALIFORNIA, LLC
WITH RESPECT TO COMMUNITY FACILITIES DISTRICT NO. 19**

THIS AMENDED AND RESTATED JOINT COMMUNITY FACILITIES AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2022, by and among JURUPA UNIFIED SCHOOL DISTRICT, a California school district ("School District"), RUBIDOUX COMMUNITY SERVICES DISTRICT, a California community services district (the "Services District"), and CENTURY COMMUNITIES OF CALIFORNIA, LLC, a Delaware limited liability company (the "Builder").

RECITALS

A. Builder is the developer of property within the City of Jurupa Valley ("City") described in Exhibit "A" hereto (the "Property") and has requested that the School District conduct change proceedings with respect to its community facilities district ("CFD No. 19") 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") to include the Property for the purpose of financing, with the proceeds of the sale of the bonds of and special taxes of CFD No. 19, (i) certain school facilities of the School District (the "School District Facilities"), (ii) certain sewer and water facilities and fire suppression facilities of the Services District ("Services District Facilities"), and (iii) certain facilities of the Jurupa Area Recreation and Park District and the City of Jurupa Valley (together, the "Other Agency Facilities" and the "Other Agencies," respectively). The Services District Facilities are generally described in Exhibit "B" attached hereto.

B. The School District, Services District and the prior owner of the Property, Jurupa Valley, LLC, had previously entered into a joint community facilities agreement with respect to CFD No. 19 (the "Prior JCFA"). This Agreement shall amend and restate the Prior JCFA and thereby supersede it in its entirety.

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 (a) a city, county, or a city and a county, (b) an agency subject to a joint powers agreement and to certain other requirements, or (c) 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. The Property is anticipated to consist of 215 dwelling units, including 97 detached units and 118 attached units within Tentative Tract Map No. 37640 ("Project") of the City of Jurupa Valley.

E. It is estimated by the School District that between the School District, Services District, and Other Agencies, the School District will receive the largest share of the special taxes and proceeds of the sale of the bonds of CFD No. 19, and the School District is, therefore, the appropriate agency which had primary responsibility for the formation of CFD No. 19 and has the primary responsibility for the administration of CFD No. 19.

F. The purpose of this Agreement is to set forth the understandings of the School District, Services District and Builder with respect to the administration of CFD No. 19, the authorization of bonded indebtedness and the sale of bonds of CFD No. 19 and the allocation of the proceeds of the sale of such bonds and special taxes between the School District, Services District, and Other Agencies for the design, construction and acquisition of the School District Facilities, Services District Facilities, and Other Agency Facilities, respectively.

G. The estimated aggregate principal amount of the bonded indebtedness of CFD No. 19 is approximately \$20,000,000.

H. School District and Builder expect to enter into a separate agreement pursuant to which, among other things, bonds will be issued and the proceeds of the bonds and special taxes of CFD No. 19 will be allocated between School District Facilities, Services District Facilities, and facilities of the Other Agencies (the "School Agreement").

I. The Services District Facilities include certain public facilities to be constructed by or on behalf of Builder and ultimately owned and operated by Services District as described in Exhibit "B" (the "Acquisition Facilities"). In addition, certain fees and charges included in the Services District's capacity and connection fee program may be used to fund master plan sewer, water, and fire facilities necessary to provide service to the Property (the "Services District Fee Facilities"). Such fees and charges currently consist of (i) the Sewer Capacity Fee of \$5,200 per lot, (ii) the Water Capacity Fee of \$6,800 per lot for a ¾" meter, (iii) a charge of \$500 per lot for each ¾" meter and (iv) a Fire Protection Mitigation Fee of \$815 per lot (the "Services District Facilities Fees"). The Acquisition Facilities and Services District Fee Facilities are collectively referred to herein as the "Services District Facilities."

J. Services District and Builder agree that the Acquisition Facilities to be constructed by Builder shall be eligible for acquisition by Services District and the costs thereof shall be eligible for reimbursement from the CFD Proceeds pursuant to this Agreement.

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

1. Formation and Change Proceedings. The Board of Education of the School District (the "Board of Education") has conducted proceedings pursuant to the Mello-Roos Act for the formation of CFD No. 19 and the authorization of special taxes and bonds of CFD No. 19 and intends to conduct proceedings to modify CFD No. 19 to, among other things, increase the funding capacity of CFD No. 19.

2. Issuance of Bonds. The School District is authorized to issue bonded indebtedness in one or more series of bonds of CFD No. 19 (the "Bonds") in an aggregate principal amount determined by the School District to finance, among other things, the Services District Facilities. The School District shall proceed with the issuance and sale of the initial series of the Bonds, and each subsequent series, when it is determined, in the reasonable discretion of the School District, that all of the conditions that must be satisfied in connection with the issuance and sale of bonds of a community facilities district such as CFD No. 19, including the requirements of Section 53345.8 of the Government Code, have been satisfied. In making such determination, the School District shall be guided by the advice of its bond counsel and financial advisor and the underwriter of the Bonds.

3. Allocation of Construction Funds. The fiscal agent agreement or bond indenture for the Bonds shall provide for the creation of a separate account within the Project Fund into which a portion of the net proceeds of the sale of the Bonds shall be deposited to finance the construction and acquisition of the Services District Facilities (the "Services District Facilities Account"). The Services District Facilities Account shall include two subaccounts designated the "Acquisition Subaccount" and the "Construction Subaccount." Each such fiscal agent agreement or bond indenture shall also provide for the creation of separate accounts for the School District (the "School District Facilities Account") and each of the Other Agencies into which a portion of the net proceeds of the sale of the Bonds will be deposited and applied to finance the School District Facilities and the Other Agency Facilities of each of the Other Agencies. No part of the funds on deposit in the School District Facilities Account or any account other than the Services District Facilities Account will be available to pay for the Services District Facilities, and no part of the funds on deposit in the Services District Facilities Account will be available to pay for the School District Facilities or Other Agency Facilities. Upon the sale of each series of the Bonds that are intended to finance the Services District Facilities, the School District shall provide for deposit of the net proceeds from the sale of the Bonds in the Acquisition Subaccount and the Construction Subaccount of the Services District Facilities Account in accordance with the School Agreement. Upon the sale of the Bonds, Builder shall receive a credit against future Services District Facilities Fees required by the Builder in connection with the development of the Property, in an amount equal to the amount of such Bond proceeds so deposited into the Construction Subaccount of the Services District Facilities Account, less the amount of any Cash Advances made pursuant to Section 6 below, if any. Each fiscal agent agreement or bond indenture shall provide that earnings from the investment of the amount on deposit in the Services District Facilities Account shall be retained in such account. In addition to the proceeds of the

Bonds, CFD No. 19 may also finance the Services District Facilities from special taxes levied within CFD No. 19, as set forth in the School Agreement.

4. Requisition of Funds. The fiscal agent agreement or the bond indenture for the Bonds shall provide that the fiscal agent or trustee for the Bonds shall make payments of funds from the Services District Facilities Account or special taxes directly to the Builder, Services District or their designated payees, without any involvement by the School District, upon receipt by the fiscal agent or trustee of a written payment request in the form attached hereto as Exhibit "C" executed by both the Services District and Builder (a "Payment Request"). 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.

5. Acquisition Facilities. The Parties acknowledge that the Services District may require the Builder, to design, construct and dedicate to the Services District the Acquisition Facilities as a condition to providing water and sewer service to the Property. The following provisions of this Section 5 shall apply solely with respect to those Acquisition Facilities to be constructed by Builder and acquired by Services District with proceeds of CFD No. 19 Bonds or special taxes ("CFD Proceeds").

(a) Construction of Acquisition Facilities.

(i) The Builder will complete the plans and specifications for the Acquisition Facilities consistent with the Services District's standard specifications and shall be subject to Services District approval, which shall not be unreasonably withheld. Services District agrees to process any plans and specifications for approval with reasonable diligence and in a timely manner. The Builder may proceed with the construction of any such Acquisition Facilities in accordance with the provisions of Section 5 (b) hereof.

(ii) The cost of all surveying, compaction testing, and report costs associated with such Acquisition Facilities furnished and constructed by any contractors or sub-contractors (collectively, "Contractors") shall be included among the Actual Costs (as defined in Exhibit "B") which are eligible to be paid from the Services District Facilities Account of the Improvement Fund upon Services District approval.

(iii) Services District shall not be responsible for conducting any environmental, archaeological, biological, or cultural studies or any mitigation requirements related to the Acquisition Facilities to be constructed by Builder that may be requested by appropriate Federal, State, and/or local agencies. Any such work shall be paid for and such work shall be conducted by, or on behalf of Builder and the Actual Costs of such work shall be eligible to be paid from the Services District Facilities Account.

(b) Public Works Requirements. In order to insure that the Acquisition Facilities to be constructed by the Builder and acquired with CFD Proceeds will be constructed as if they had been constructed under the direction and supervision, or under the authority of, Services District, so that they may be acquired by Services District pursuant to

Government Code Section 53313.5, the Builder shall comply with all of the following requirements:

(i) The Builder shall solicit a minimum of three (3) bids from firms reasonably determined to be qualified to construct the Acquisition Facilities in conformance with the Plans and Specifications; and

(ii) The contract or contracts for the construction of such Acquisition Facilities shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of such Acquisition Facilities; and

(iii) The Builder shall require, and the specifications and bid and contract documents shall require all such Contractors to pay prevailing wages and to otherwise comply with applicable provisions of the Labor Code, Government Code and Public Contract Code relating to public works projects to the extent expressly applicable to a non-governmental entity constructing infrastructure to be acquired by a public entity; and

(iv) Said Contractors shall be required to furnish labor and material payment bonds and contract performance bonds in an amount equal to 100 percent of the contract price naming the Builder and Services District as obligees and issued by insurance or surety companies reasonably approved by Services District. All such bonds shall be in a form approved by the Services District General Manager or designee. Rather than requiring its Contractors to provide such bonds, the Builder may elect to provide the same for the benefit of its Contractors; and

(v) All such Contractors shall be required to provide proof of insurance coverage throughout the term of the construction of such Acquisition Facilities which they will construct in conformance with the approved plans and specifications; and

(c) Inspection; Completion of Construction.

(i) Services District shall have primary responsibility for providing inspection of the construction of the Acquisition Facilities constructed by the Builder to insure that the construction is accomplished in accordance with the plans and specifications. Services District personnel shall have access to the site of the work at all reasonable times for the purpose of accomplishing such inspection. Upon Substantial Completion (defined below) of the construction of such Acquisition Facilities by Builder, the Builder shall notify Services District in writing that the construction of such Acquisition Facilities has been Substantially Completed. "Substantial Completion" with respect to the Acquisition Facilities means that such Acquisition Facilities (or Acquisition Facility) is substantially complete in accordance with its plans and specifications and is available for use by the public for its intended purpose, notwithstanding any final "punch list" items still required to be completed.

(ii) Upon receiving such written notification from the Builder and upon receipt of written notification from its inspectors that construction of any of the Acquisition Facilities by Builder has been Substantially Completed, Services District shall within 15 days notify the Builder in writing that the construction of such Acquisition Facilities has

been satisfactorily completed. Upon receiving such notification, the Builder shall forthwith file with the County Recorder of the County of Riverside a Notice of Completion pursuant to the provisions of Section 3093 of the Civil Code. The Builder shall furnish to Services District a duplicate copy of each such Notice of Completion showing thereon the date of filing with the County Recorder.

(d) Allocation of Costs. If Builder incurs costs that (1) apply to more than one Acquisition Facility (e.g., soft costs) or (2) apply to both Acquisition Facilities and improvements other than the Acquisition Facilities (e.g., grading), Builder shall allocate, or cause the contractor to reasonably allocate, such costs between the Acquisition Facilities (in the case of clause (1)) or between the Acquisition Facilities and the improvements other than the Acquisition Facilities (in the case of clause (2)) (the "Services District Facilities Allocation"). The Services District Facilities Allocation shall be presumed to be reasonable and shall be accepted for all purposes of this Agreement unless Services District notifies Builder of its good-faith reasonable disapproval of the allocation within five (5) days of submittal of the payment request. If Services District has properly disapproved the Services District Facilities Allocation, then Services District and Builder shall promptly allocate such costs, on a reasonable basis, between the Acquisition Facilities (in the case of clause (1)) or between the Acquisition Facilities and the improvements other than the Acquisition Facilities (in the case of clause (2)) (the "Agreed-Upon Allocation"). Based on the Services District Facilities Allocation or the Agreed-Upon Allocation, as applicable, Services District shall include the costs allocated to a specific Acquisition Facility as part of the Actual Costs of such Acquisition Facility when such Acquisition Facility is subject to a payment request.

(e) Liens.

(i) Upon the expiration of the time for the recording of claim of liens as prescribed by Sections 3115 and 3116 of the Civil Code, the Builder shall provide to Services District such evidence or proof as Services District shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment on behalf of Builder for the construction of any Acquisition Facilities have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation.

(f) Acquisition, Acquisition Price; Source of Funds.

(i) Provided the Builder has complied with the requirements of this Agreement, Services District agrees to acquire the Acquisition Facilities from the Builder. Notwithstanding the above, nothing herein shall be construed as requiring Builder to construct and deliver any Acquisition Facility. The price to be paid by CFD No. 19 for the acquisition of such Acquisition Facilities by Services District (the "Acquisition Price") shall be the lesser of (i) the value of the Acquisition Facilities or (ii) the total of the Actual Costs of the Acquisition Facilities as approved by Services District. The Builder shall transfer ownership of the Acquisition Facilities to Services District by grant deed, bill of sale or such other documentation as Services District may require. Upon the transfer of ownership of the Acquisition Facilities or any portion thereof from the Builder to Services

District, Services District shall be responsible for the maintenance of the Acquisition Facilities or the portion transferred.

(ii) For purposes of determining the Acquisition Price to be paid by CFD No. 19 for the acquisition of the Acquisition Facilities by Services District, the value of such improvements shall be presumed to be the amount determined by the Services District engineer to be the value of the Acquisition Facilities based on the Actual Costs submitted by the Builder, as hereinbefore specified; provided, however, that if the Services District engineer determines that such Actual Costs, or any of them, are excessive and that the value of the Acquisition Facilities is less than the total amount of such Actual Costs, the Acquisition Price to be paid by CFD No. 19 for the acquisition of the Acquisition Facilities shall be the value thereof as determined by the Services District engineer.

(iii) Upon completion of the construction of any Acquisition Facilities by Builder, the Builder shall deliver to Services District copies of the contract(s) with the Contractor(s) who have constructed the Acquisition Facilities or other relevant documentation with regard to the payments made to such Contractor(s) and each of them for the construction of such Acquisition Facilities, and shall also provide to Services District copies of all invoices and purchase orders with respect to all supplies and materials purchased for the construction of such Acquisition Facilities. Services District shall require the Services District engineer to complete its determination of the value of the Acquisition Facilities as promptly as is reasonably possible.

(iv) To the extent funds are available therein, the Acquisition Price of any Acquisition Facilities may be determined and paid out of the Acquisition Subaccount of the Services District Facilities Account prior to transfer of ownership of the Acquisition Facilities to Services District upon a determination of Substantial Completion of such Acquisition Facility. Builder shall submit a payment request form to the District or CFD No. 19 which must also contain therewith approval of Services District, which approval shall not be unreasonably withheld.

(v) Notwithstanding the preceding provisions of this section, the sole source of funds for the acquisition by Services District of the Acquisition Facilities or any portion thereof shall be the CFD Proceeds made available by CFD No. 19 pursuant to Section 3 above. If for any reason beyond Services District control, the Bonds are not sold, Services District shall not be required to acquire any Acquisition Facilities from the Builder. In such event, the Builder shall complete the design and construction and offer to the Services District ownership of such portions of Acquisition Facilities as are required to be constructed by the Builder as a condition to recordation of subdivision maps for the Property or any other agreement between Builder and Services District, but need not construct any portion of the Acquisition Facilities which it is not so required to construct.

(g) Easements. The Builder shall, at the time Services District acquires the Acquisition Facilities as provided in Section 5(f) hereof, grant to Services District, by appropriate instruments prescribed by Services District, all easements on private property

which may be reasonably necessary for the proper operation and maintenance of such Acquisition Facilities, or any part thereof.

(h) Maintenance.

(i) Prior to the transfer of ownership of an Acquisition Facility by the Builder to Services District, as provided in Section 5(f) hereof, the Builder shall be responsible for the maintenance thereof and shall maintain and transfer such Acquisition Facility to Services District in as good condition as the Acquisition Facility was in at the time the Builder notified the Services District that construction of same had been completed in accordance with the plans and specifications.

(ii) After Services District has accepted an Acquisition Facility, and to the extent that the Builder has any post-acceptance obligations to maintain the Acquisition Facility, the terms "maintain" and "maintenance" mean the repair, replacement, or correction of any defects in the Acquisition Facility, and shall not mean the day-to-day upkeep or correction of normal wear and tear of the Acquisition Facility (such as watering or weeding for landscape improvements, painting, graffiti removal, etc.).

(i) Responsibility for Acquisition Facilities. The Parties acknowledge and agree that all responsibility and obligation for the design, construction, and dedication of such Acquisition Facilities to Services District, in accordance with all applicable statutes and the Services District rules and regulations, shall be and remain the responsibility of the Builder.

6. Builder Advances. Builder may advance Services District Facilities Fees to the Services District prior to the issuance of Bonds ("Cash Advance(s)"). In the event Builder makes a Cash Advance to Services District, the full amount of such Cash Advance shall be reimbursed to Builder to the extent an equal amount of the proceeds of the Bonds, if and when issued, are deposited in the Construction Subaccount of the Services District Facilities Account. Notwithstanding the foregoing, if proceeds of the Bonds deposited in the Construction Subaccount are insufficient to fund the entire amount of Services District Facilities Fees, Services District shall only return Cash Advance(s) to Builder in an amount equal to the amount of Bond proceeds deposited in the Construction Subaccount. Builder will only receive credit against future Services District Facilities Fee payments in an amount equal to the amount deposited in the Construction Subaccount in excess of the amount of Cash Advances and Builder will be required to make Services District Facilities Fee payments for any remaining lots for which such credit is insufficient consistent with the policies and procedures of the Services District.

7. Use of Funds.

(a) The Services District and Builder 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. 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 each series of 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.

(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, including the United States Government and all of its agencies and instrumentalities, other than a state or political subdivision of a state; (ii) that the leasing of the Services District Facilities or access by persons or entities, other than a state or political subdivision of a state, 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 School District that the Services District's employer identification number is 95-2868678.

8. Responsibility and Indemnification. The School District shall have sole responsibility for the design, construction and acquisition of the School District Facilities. The Services District shall have sole responsibility for the design, construction and acquisition of the Services District Facilities. The School 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 School District Facilities. The Services District agrees to indemnify and hold the School 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 3 above or the expenditure of special taxes to finance Services District Facilities. The School 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 School District's authority to issue and sell the Bonds, (ii) the legal sufficiency of the proceedings for the formation of CFD No. 19 or (iii) the authority of the School District to levy special taxes on the land in CFD No. 19 to pay the principal of an interest on the Bonds or to finance authorized facilities.

9. Entire Agreement. This agreement 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.

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

11. 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 School District, Services District and the Builder, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

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

13. 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 Education

RUBIDOUX COMMUNITY SERVICES DISTRICT

By: _____
Name: _____
Board President

ATTEST:

Secretary of the Board of Directors

CENTURY COMMUNITIES OF CALIFORNIA, LLC a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

All of the property in the City of Jurupa Valley, County of Riverside, State of California, identified as Riverside County Assessor's Parcel Nos. 178-191-001, 178-191-002, 178-191-004, 178-191-015, 179-060-004, 179-060-006, 179-060-007.

EXHIBIT "B"

DESCRIPTION OF SERVICES DISTRICT FACILITIES

Services District master plan water system facilities, including capacity in existing facilities, master plan sewer system facilities, including capacity in existing facilities and sewage treatment and disposal capacity, and fire suppression facilities.

As of the date of this Agreement, the estimated Services District Facilities Fees for the Property are detailed below but the total amounts do not yet reflect any applicable fee credits which will be set forth in a separate agreement between the Builder and Services District.

Fee Description	Per Unit	Total
Sewer Capacity Fee	\$5,200	\$1,118,000
Water Capacity Fee – 3/4"	6,800	1,462,000
3/4" Meter Charge	500	107,500
Fire Mitigation Fee	815	175,225
Total	\$13,090	\$2,862,725

The Services District Acquisition Facilities include, but are not limited to, the Actual Costs⁽¹⁾ of the improvements listed below:

- 12" Backbone Sewer Line⁽²⁾
- 24" Water Transmission Line⁽²⁾

⁽¹⁾ "Actual Costs" means the following costs with respect to an Acquisition Facility: (i) the actual hard construction costs including labor, materials and equipment costs; (ii) the costs incurred in design, engineering and preparation of plans and specifications; (iii) the fees paid to consultants and government agencies in connection with and for obtaining permits, licenses or other required governmental approvals; (iv) construction management fee not to exceed 5% of the construction costs described in clause (i) above; (v) professional costs such as engineering, legal, accounting, inspection, construction staking, materials testing and similar professional services; (vi) costs of payment, performance of maintenance bonds, and insurance costs (including the costs of any title insurance); and (vii) the value of any real property or interests therein that (1) are required for the construction of the Acquisition Facility such as temporary construction easements, haul roads, etc. and (2) are required to be conveyed with such Acquisition Facility in an amount equal to the fair market value of such real property or interests therein.

⁽²⁾ Fee credits are anticipated to be received for a portion of the Sewer Capacity Fee and Water Capacity Fee as a result of construction by Builder of Services District master plan sewer and water improvements as set forth in a separate agreement between the Builder and Services District.

EXHIBIT "C"

FORM OF PAYMENT REQUEST

1. The undersigned hereby requests payment to the Payees listed below in the amounts listed below. Jurupa Unified School District Community Facilities District No. 19 ("CFD No. 19") is to pay for Services District Facilities, as defined in the Amended and Restated Joint Community Facilities Agreement (the "Agreement") dated _____, 2022, by and among the Rubidoux Community Services District, Jurupa Unified School District and Century Communities of California, LLC ("Builder") from the CFD No. 19 bond proceeds or special taxes 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: _____

Acquisition Facilities Description: _____

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 School District as follows:

1. He (she) is a duly authorized officer or representative of the Builder and Services District, respectively, qualified to execute this Payment Request for payment on behalf of the Builder 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, or will be, 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, or will be constructed, in accordance with all applicable Services District standards, and in accordance with the plans and specifications approved by Services District.

CENTURY COMMUNITIES OF CALIFORNIA, LLC

By: _____
Name: _____
Title: _____
Date: _____

RUBIDOUX COMMUNITY SERVICES DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

Rubidoux Community Services District

Board of Directors

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

General Manager

Steven W. Appel



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

DIRECTORS MEMORANDUM 2019-28

May 16, 2019

To: Rubidoux Community Services District
Board of Directors

Subject: Adoption of Resolution No. 2019-851 Authorizing the Execution of a Joint Community Facilities Agreement Between the RCSD and the JUSD for the Emerald Ridge (South) Development)

BACKGROUND:

At the April 18, 2019 Board meeting the Board authorized the participation in a Joint Community Facilities Agreement (JCFA) between the RCSD and the JUSD for the water, wastewater, and fire mitigation fees associated with the Emerald Ridge (South) development. The development consists of the construction of 215 homes within the RCSD service area.

In order to finalize the approval, the Board President must execute the attached JCFA agreement and Adopt the attached Resolution No. 2019-851 which is required per Bond Counsel's procedural requirement to process the Mello-Roos Assessment District.

RECOMMENDATION

Staff recommends the Board approve the execution of the JCFA agreement and approve Resolution No. 2019-851.

Respectfully,

A handwritten signature in blue ink that reads 'Steven W. Appel'.

STEVEN W. APPEL, DPA, PE
General Manager

Attach: JCFA Agreement
Resolution No. 2019-851

Rubidoux Community Services District

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

Secretary-Manager
David D. Lopez



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

DIRECTORS MEMORANDUM 2019-18

April 18, 2019

To: Rubidoux Community Services District
 Board of Directors

Subject: Consideration to Enter into A Joint Community Facilities Agreement for Proposed Emerald Ridge South Residential Development (TTR 37640)

BACKGROUND:

Signature Homes USA, is the owner of the Emerald Ridge South Residential development (TTR 37640) proposing 215 total dwelling units (97 detached and 118 attached) West of Avalon Street, East of Canal Street, North of the 60 Freeway, and South of Kenwood Place (See Attached Map). The project will include park facilities that will be served and maintained by Jurupa Area Parks and Recreation District (JARPD). Finally, the project wholly lies within the Jurupa Unified School District (JUSD).

Presentation by Staff on Plan of Service

As indicated by Mr. John Zimmerman of the Zimmerman Group, the project will utilize the Mello-Roos Community Facilities Act of 1982 to form a Community Facilities District (CFD) as a method of financing needed infrastructure improvements and services within the project area. The developer has requested the Jurupa Unified School District to be the lead public agency to form the CFD. For the other agencies, the Jurupa Area Parks and Recreation District and Rubidoux CSD, will participate in a separate and specific *Joint Community Facilities Agreement* with the Jurupa Unified School District for those costs associated with our respective costs for Facilities/Services.

CFD's are familiar to Rubidoux CSD Staff. We have participated in industrial and residential developments financed with CFD's. CFD projects include Concordia, a 442 residential development, Van Dale, a 340 residential development and Agua Mansa Industrial Development, a 300+ acre industrial development.

Community Facilities Districts (CFD's) are land secured financing instruments typically utilized to construct needed improvements and services necessary and associated with residential, commercial and industrial projects.

RECOMMENDATION:

Staff request authorization to participate in a Joint Community Facilities Agreement with Jurupa Unified School District as the lead public agency for the development of the Emerald Ridge South 215 home residential development.

Respectfully,

STEVEN W. APPEL, DPA, PE
Assistant General Manager/
District Engineer

Attachment:

Zimmerman Group Letter to the RCSD dated April 4, 2019
Emerald Ridge South Site Map
Mello-Roos District Information

NOT INCLUDED WITH
DMA 2019-28

EMERALD RIDGE SOUTH



118 Townhomes



97 SFR

RESOLUTION NO. 2019-851

**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. 19 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. 19 (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, Rubidoux Community Services District (the "District") and the Jurupa Area Recreation and Park District (the "Park 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 and Jurupa Valley, 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 and Jurupa Valley, LLC with respect to Community Facilities District No. 19" (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 16th day of May, 2019

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

CERTIFICATION

I, Steven W. Appel, Secretary of the Board of Directors of Rubidoux Community Services District, certify that the foregoing resolution was adopted by the Board of Directors at a regular meeting held on the 16th day of May, 2019, by the following vote of the Directors:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Rubidoux Community Services District this ___ day of _____, 2019.

Secretary of the Board of Directors

(SEAL)

**JOINT COMMUNITY FACILITIES AGREEMENT BY AND AMONG
JURUPA UNIFIED SCHOOL DISTRICT, RUBIDOUX COMMUNITY SERVICES
DISTRICT AND JURUPA VALLEY, LLC
WITH RESPECT TO COMMUNITY FACILITIES DISTRICT NO. 19**

THIS AGREEMENT is entered into as of the ____ day of _____, 2019, by and among JURUPA UNIFIED SCHOOL DISTRICT, a California school district ("School District"), RUBIDOUX COMMUNITY SERVICES DISTRICT, a California community services district (the "Services District"), and JURUPA VALLEY, LLC, a Delaware limited liability company (the "Builder").

RECITALS

A. Builder is the developer of property within the City of Jurupa Valley ("City") described in Exhibit "A" hereto (the "Property") and has requested that the School District establish a community facilities district ("CFD No. 19") 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") to include the Property for the purpose of financing, with the proceeds of the sale of the bonds of and special taxes of CFD No. 19, (i) certain school facilities of the School District (the "School District Facilities"), (ii) certain sewer and water facilities and fire suppression facilities of the Services District ("Services District Facilities") and (iii) certain Jurupa Area Recreation and Park District ("Park District") park facilities (the "Park Facilities"). The Services District Facilities are generally described in Exhibit "B" attached hereto.

B. 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 (a) a city, county, or a city and a county, (b) an agency subject to a joint powers agreement and to certain other requirements, or (c) 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.

C. The Property is anticipated to consist of 215 dwelling units, including 97 detached units and 118 attached units within Tentative Tract Map No. 37640 ("Tract No. 37640") of the City of Jurupa Valley.

D. It is estimated by the School District that between the School District, Services District and the Park District, the School District will receive the largest share of the special taxes and proceeds of the sale of the bonds of the proposed CFD No. 19, and the School District is, therefore, the appropriate agency to have primary responsibility for formation of CFD No. 19.

E. The purpose of this Agreement is to set forth the understandings of the School District, Services District and Builder with respect to the formation of CFD No. 19, if it is established, the authorization of bonded indebtedness and the sale of bonds of CFD No. 19 and the allocation of the proceeds of the sale of such bonds and special taxes between the School District, Services District, and Park District for the design, construction and acquisition of the School District Facilities, Services District Facilities, and Park Facilities, respectively.

F. The estimated aggregate principal amount of the bonded indebtedness of CFD No. 19 is approximately \$15,000,000.

G. School District and Builder expect to enter into a separate agreement pursuant to which, among other things, bonds will be issued and the proceeds of the bonds and special taxes of CFD No. 19 will be allocated between School District Facilities, Services District Facilities, Park Facilities and other authorized Facilities (the "School Agreement").

H. The Services District Facilities include certain fees and charges included in the Service District's capacity and connection fee program and used to fund master plan sewer, water, and fire facilities necessary to provide service to the Property, which fees are, as of the date of this Agreement, \$5,200 per lot for the Sewer Capacity Fee, \$6,800 per lot for the 3/4" meter Water Capacity Fee, \$275 per lot for the 3/4" meter charge, and \$815 per lot for the Fire Protection Fee. ("Services District Facilities Fees").

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 Education of the School District (the "Board of Education") shall conduct proceedings pursuant to the Mello-Roos Act for the formation of the proposed CFD No. 19. The Board of Education shall also conduct proceedings pursuant to the Mello-Roos Act to authorize CFD No. 19 to incur a bonded indebtedness in an amount not to exceed \$15,000,000 for the purpose of financing the School District Facilities, Services District Facilities and Park Facilities. The Board of Education shall commence such proceedings as soon as is reasonably possible and shall thereafter conduct and complete such proceedings in a timely manner.

2. Issuance of Bonds. Upon completion of the proceedings for the formation of CFD No. 19 and the authorization of bonded indebtedness, the School District shall proceed to issue and sell one or more series of bonds of CFD No. 19

(the "Bonds") in an aggregate principal amount determined by the School District to finance, among other things, the Services District Facilities. The School District shall proceed with the issuance and sale of the initial series of the Bonds, and each subsequent series, when it is determined, in the reasonable discretion of the School District, that all of the conditions that must be satisfied in connection with the issuance and sale of bonds of a community facilities district such as CFD No. 19, including the requirements of Section 53345.8 of the Government Code, have been satisfied. In making such determination, the School District shall be guided by the advice of its bond counsel and financial advisor and the underwriter of the Bonds.

3. Allocation of Construction Funds. The fiscal agent agreement or bond indenture for the Bonds shall provide for the creation of a separate account within the Project Fund into which a portion of the net proceeds of the sale of the Bonds shall be deposited to finance the construction and acquisition of the Services District Facilities (the "Services District Facilities Account"). Each such fiscal agent agreement or bond indenture shall also provide for the creation of separate accounts for the School District (the "School District Facilities Account") and Park District ("Park District Facilities Account") into which a portion of the net proceeds of the sale of the Bonds will be deposited and applied to finance the School District Facilities and Park District Facilities. No part of the funds on deposit in the School District Facilities Account or Park District Facilities Account will be available to pay for the Services District Facilities, and no part of the funds on deposit in the Services District Facilities Account will be available to pay for the School District Facilities or Park District Facilities. Upon the sale of each series of the Bonds that are intended to finance the Services District Facilities, School District Facilities, and Park District Facilities, the School District shall provide for deposit of the net proceeds from the sale of the Bonds in the School District Facilities Account, Services District Facilities Account, and the Park Facilities Account in accordance with the School Agreement. Upon the sale of the Bonds, Builder shall receive a credit, in an amount equal to the amount of such Bond proceeds so deposited into the Services District Facilities Account less the amount of any Cash Advances made pursuant to Section 5 below, if any, against future Services District Facilities Fees required by the Builder in connection with the development of the Property. Each such fiscal agent agreement or bond indenture shall provide that earnings from the investment of the amount on deposit in the Services District Facilities Account, School District Facilities Account, and the Park District Facilities Account shall be retained in such account, respectively. In addition to the proceeds of the Bonds, CFD No. 19 may also finance the Services District Facilities from special taxes levied within CFD No. 19, as set forth in the School Agreement.

4. Requisition of Funds. The fiscal agent agreement or the bond indenture for the Bonds shall provide that the fiscal agent or trustee for the Bonds shall make payments of funds from the Services District Facilities Account or special taxes directly to the Builder, Services District or their designated payees, without any involvement by the School District, upon receipt by the fiscal agent or

trustee of a written payment request in the form attached hereto as Exhibit "C" executed by both the Services District and Builder (a "Payment Request"). 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.

5. Builder Advances. Builder may advance Services District Facilities Fees to the Services District prior to the issuance of Bonds ("Cash Advance(s)"). In the event Builder makes a Cash Advance to Services District, the full amount of such Cash Advance shall be reimbursed to Builder from the proceeds of the Bonds if and when Bonds are issued. Notwithstanding the foregoing, if proceeds of the Bonds are insufficient to fund the entire amount of Services District Facilities Fees, Services District shall only return Cash Advance to Builder in an amount equal to the amount of Bond proceeds received by the Services District. Developer will be required to make Services District Facilities Fee payments for any remaining lots for which proceeds of the Bonds were insufficient to fund the Services District Facilities Fees consistent with the policies and procedures of the Services District.

6. Use of Funds.

(a) The Services District and Builder 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. 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 each series of 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.

(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, including the United States Government and all of its agencies and instrumentalities, other than a state or political subdivision of a state; (ii) that the leasing of the Services District Facilities or access by persons or entities, other than a state or political subdivision of a state, 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 School District that the Services District's employer identification number is 95-2868678.

7. Responsibility and Indemnification. The School District shall have sole responsibility for the design, construction and acquisition of the School District Facilities. The Park District shall have sole responsibility for the design, construction and acquisition of the Park District Facilities. The Services District shall have sole responsibility for the design, construction and acquisition of the Services District Facilities. The School 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 School District Facilities or Park Facilities. The Services District agrees to indemnify and hold the School 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 3 above or the expenditure of special taxes to finance Services District Facilities. The School 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 School District's authority to issue and sell the Bonds, (ii) the legal sufficiency of the proceedings for the formation of CFD No. 19 or (iii) the authority of the School District to levy special taxes on the land in CFD No. 19 to pay the principal of an interest on the Bonds or to finance authorized facilities.

8. Entire Agreement. This agreement 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 School District, Services District and the Builder, 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.

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 Education

RUBIDOUX COMMUNITY SERVICES DISTRICT

By: _____
Hank Trueba, Jr.
President of the Board of Directors

ATTEST:

Steven W. Appel
Secretary of the Board of Directors

JURUPA VALLEY, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

All of the property in the City of Jurupa Valley, County of Riverside, State of California, identified as Riverside County Assessor's Parcel Nos. 178-191-001, 178-191-002, 178-191-004, 178-191-015, 179-060-004, 179-060-006, 179-060-007.

EXHIBIT "B"

DESCRIPTION OF SERVICES DISTRICT FACILITIES

Services District master plan water system facilities, including capacity in existing facilities, master plan sewer system facilities, including capacity in existing facilities and sewage treatment and disposal capacity, and fire suppression facilities.

As of the date of this Agreement, the estimated Services District Facilities Fees for the Property are detailed below.

Fee Description	Per Unit	Total
Sewer Capacity Fee	\$5,200	\$1,118,000
Water Capacity Fee – 3/4"	6,800	1,462,000
3/4" Meter Charge	275	59,125
Fire Mitigation Fee	815	175,225
Total	\$13,090	\$2,814,350

EXHIBIT "C"

FORM OF PAYMENT REQUEST

1. The undersigned hereby requests payment to the Payees listed below in the amounts listed below. Jurupa Unified School District Community Facilities District No. 19 ("CFD No. 19") is to pay for Services District Facilities, as defined in the Joint Community Facilities Agreement (the "Agreement") dated _____, 2019, by and among the Rubidoux Community Services District, Jurupa Unified School District and Jurupa Valley, LLC ("Builder") from the CFD No. 19 bond proceeds or special taxes 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 School District as follows:

1. He (she) is a duly authorized officer or representative of the Builder and Services District, respectively, qualified to execute this Payment Request for payment on behalf of the Builder 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.

JURUPA VALLEY, LLC

By: _____
Name: _____
Title: _____
Date: _____

RUBIDOUX COMMUNITY SERVICES
DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

11. CONSIDER BLAIS & ASSOCIATES PROPOSAL TO PREPARE SUB-APPLICATION FOR CALIOES HAZARD MITIGATION PLAN FUNDING:

DM 2022-28

Rubidoux Community Services District

Board of Directors

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

General Manager
Jeffrey D. Sims



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

DIRECTORS MEMORANDUM 2022-28

April 7, 2022

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Blais & Associates Proposal to Prepare Sub-Application For CalOES Hazard Mitigation Plan Funding

BACKGROUND:

The Rubidoux Community Services District ("District") Board of Directors on August 5, 2021, authorized staff to hire Blais & Associates ("Blais") to prepare and file a "Notice of Interest" for grant funding administered through California Office of Emergency Services ("CalOES") for preparation of a Local Hazard Mitigation Plan ("LHMP"). A LHMP documents known local hazards facing a public entity and identifies ways to mitigate the hazards. Examples of potential local hazards facing the District include:

1. Above ground potable water storage tanks needing refurbishment to meet current seismic codes.
2. Fire hazards about the District such as vegetated hills and the Santa Ana River that create high demand on District water storage and water production facilities.
3. Planned power outages by SCE during high wind events.

The District's current LHMP is outdated and was deemed inadequate when CalOES reviewed it as part of the District funding application for refurbishment of District potable water storage tanks. The District \$3 million funding application was rejected in part due to the lack of having a current LHMP. Fortunately, CalOES has competitive grant funding opportunities for preparation of LHMP's.

Blais submitted the Notice of Interest to CalOES pursuant to authorization received August 5, 2021. Based on the Notice of Interest, the District received an email, Attachment 1, from CalOES inviting the District to take the next step and submit a complete project sub-application. The sub-application is due April 8, 2022. Blais has provided a proposal to prepare the sub-application with a cost of \$2,645.00, Attachment 2.

The District paid Blais \$1,260.00 to prepare and file the Notice of Intent. This next step will cost an additional \$2,645.00, bringing the total to \$3,905.00. To be competitive for funding of up to \$200,000, staff is recommending the Board approve this additional funding. There is a 25% local match requirement of \$50,000 if awarded the maximum amount of \$200,000 for a net value of \$150,000. Should the Board approve this additional funding, total expenditures for this grant funding will be \$3,905.00, or 2.6% of the sought after \$150,000.

In the absence of receiving grant funding for preparation of an LHMP, the District will need to fund the total cost from funds generated by customer paid revenue and property tax proceeds. Funding for this \$2,645.00 expense is included in the approved FY 2022 Budget: Water Fund Operating Expense – Line 41 (Consulting Fees LHMP).

RECOMMENDATION:

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

1. Execute a task order with Blais & Associates in the amount of \$2,645.00 to prepare the sub-application to CalOES for grant funding under the Hazard Mitigation Grant Program using funds in the approved FY 2022 Budget: Water Fund Operating Expense – Line 41 (Consulting Fees LHMP).

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

1. CalOES email dated March 2, 2022
2. Blais Proposal dated March 15, 2022

From: [No Reply - HMA](#)
To: [Jeff Sims](#)
Subject: Invitation to Primary Contact to HMA Hazard Mitigation Subapplication
Date: Wednesday, March 2, 2022 5:53:50 AM

Dear Jeff Sims,

HMGP grant subapplication: Rubidoux Community Services District Local Hazard Mitigation Plan

HMGP grant subapplication: AP-00455

You have been identified by your organization to serve as a Primary Contact for the above referenced the Hazard Mitigation Assistance subapplication.

The user roles are specified below:

- **Responsible Representative** (subapplication employee authorized to apply for, accept, and manage Federal grant funding): manage user roles, view subapplication, edit subapplication, send Maintenance and Match Commitment letters, manage Requests for Information(RFI), Submit the subapplication.
- **Primary Contact** (subapplication employee): view subapplication, edit subapplication, send Maintenance and Match Commitment letters, and manage Requests for Information(RFI).
- **Contributor** (may be consultant): view subapplication, and edit subapplication
- **Viewer:** view the subapplication

Click this link to log into the [Cal OES Community Portal](#) to access your subapplication.

If you do not already have an account in the Cal OES Community Portal, Use this link above, then click "Sign up" and follow the prompts.

Please direct any questions about project eligibility to HMA@caloes.ca.gov.

Thank you,

Cal OES Hazard Mitigation Assistance Branch

Quote Prepared By:
Whitten Guajardo
832-851-5923
wguajardo@blaisassoc.com

Project Quote

Client Name	Rubidoux Community Services District
Client Contact(s)	Jeff Sims, <i>General Manager</i> Brian Laddusaw, <i>Director of Finance and Administration</i>
Grant Program	CalOES Hazard Mitigation Grant Program (HMGP) Full Application Assistance
Project Due	April 8, 2022
Project Name	RCSD – Local Hazard Mitigation Plan
Date Prepared	March 15, 2022
Revenue Potential	\$200,000
Project Cost	\$2,645
Project Cost as % of Revenue Potential	1.32%

Activity	
Review full application materials and develop checklist & timeline; prepare for and lead kick-off conference call with Client; prepare and distribute meeting notes; review Webinar slides.	
Complete Project Sub-Application Template. Includes developing narrative questions, such as scope of work.	
Develop Budget and schedule (use CalOES Excel spreadsheet).	
Develop a Match Commitment Letter, required to demonstrate local match is available (use template).	
Conference calls and client coordination. Provide 80% draft and 100% final to client for review. Incorporate client feedback and comments. Prepare final files for Client's permanent record keeping. Submit application via e-mail.	
SUBTOTAL	\$2,645.00

Direct Costs	
Final Files (link)	\$0.00
Reproduction for hard copy (not applicable).	\$0.00
Express Delivery mail or courier services (not applicable).	\$0.00
SUBTOTAL	\$0.00

GRAND TOTAL	\$2,645.00
--------------------	-------------------

Quote Prepared By:
Whitten Guajardo
832-851-5923
wguajardo@blaisassoc.com

Notes and Assumptions

- 1) Project maximum: \$200,000. Local match is 25%.
- 2) This quote includes full application development assistance. B&A to collaborate with other project consultants hired by the District to complete the application.
- 3) CALOES Portal does not support Internet Explorer. Must use Chrome or Microsoft Edge.

Please note that this quote is fixed fee for service based on current conditions and understandings. Many factors may change during the development of a project, including Client requests, that may increase the amount of work required to successfully perform services. During the course of work, if there is a material change in scope, B&A will notify the point of contact and mutually agree to a change order or discuss alternatives.

Signature Approving Costs and Authorizing Notice to Proceed

Date

Printed Name

12 DIRECTORS COMMENTS – NON-ACTION