

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, July 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 June 16, 2022 Regular Meeting
5. Consideration to Approve July 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. Consider Contribution to the Water Crisis Coalition: **DM 2022-59**
10. Consider Adoption of Resolution No. 2022-892, A Resolution Which Amends the District's Standard Conflict of Interest Code: **DM 2022-60**
11. Consider Reimbursement Agreement with Developers of the Agua Mansa Commerce Park For Added Fire Flow Costs: **DM 2022-61**
12. Proposal With Albert A. Webb Associates For Preparation Of Water And Energy Efficiency Grant Application For AMI Meter Install Program: **DM 2022-62**
13. Consider Reimbursement Agreement with Century Communities: **DM 2022-63**
14. Consider Adoption of Draft Water Supply Assessment for the Proposed District at Jurupa Valley Development: **DM 2022-64**
15. Expenses Associated With Well 2 GAC Premature Breakthrough: **DM 2022-65**
16. **CLOSED EXECUTIVE SESSION** – Pursuant to Government Code 54956.8: Real Property Negotiations
Property: 5473 Mission Blvd, Jurupa Valley, CA
Agency Negotiator: Jeff Sims, General Manager
Under Negotiation: Purchase Contract Terms, Financing
17. Directors Comments - Non-action
18. 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 JUNE 16, 2022, REGULAR MEETING

MINUTES OF REGULAR MEETING
June 16, 2022
RUBIDOUX COMMUNITY SERVICES DISTRICT

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

DIRECTORS ABSENT:

STAFF PRESENT: Jeffrey Sims, General Manager
Brian Laddusaw, Finance Director
Ted Beckwith, District Engineer
Y. Reyes, Asst. 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, June 16, 2022, by teleconferencing at District Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

ITEM 4. APPROVAL OF MINUTES

Approval of Minutes for May 19 and June 2, 2022, Board Meeting.

Director Skerbelis moved, and Director Muniz seconded to approve the May 19, and June 2, 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 June 17, 2022, Salaries, Expenses and Transfers.

Consideration to Approve the June 17, 2022, Salaries, Expenses and Transfers.

Director Trowbridge moved, and Director Muniz seconded to Approve the June 17, 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.

*It was requested to President Trueba by General Manager Jeff Sims to move Agenda Item 15 before Agenda Item 9. President Trueba agreed.

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 is a letter addressed to the governor written as a coalition by general managers to raise the level of awareness for new water policy decisions by policy makers in Sacramento. Solve the Water Crisis is another coalition that is being worked on. Historically with climate change, what is being said and being accepted as fact, is precipitation events – whether it be snow or rainfall, happens in shorter durations but in a more intense manner. Due to an uptick in temperature, snowpack in the Sierras and in the Rockies the water runs off faster. State Policy makers continue the solution to dealing with drought is conservation and so conservation is something we have to do. The goal of the water managers is to help policy makers understand more than residential conservation is needed as residential water use amounts to less than 10% of the total water consumed within the state annually. The state needs to build infrastructure to augment facilities built in the 1960's when the state had half as many people.

ITEM 8. MANAGER'S REPORT

Operations Report:

Miguel Valdez reported on the water/wastewater report for the month of May. Water production was an average of 6.95 MGD. Wastewater totaled an average of 1.69 MGD delivered to Riverside for treatment. On average 2.32 MGD of water was exported to JCSD. Well No. 18 produced 25%, No. 1 produced 26.3% of the water, Well No. 4 produced 9% and Well No. 6 produced 14.3% and Well No. 8 produced 26 % of the water.

Emergency and Fire Report:

Chief Veik reported the Incidents Reported for the month of May 2022 and Special District Rubidoux CSD. Station 38 had a total of 258 calls. 166 calls, 64.3% were medical aides. Additionally, there was a report for the City of Jurupa Valley. There were 21 traffic collisions, 8.1%, 22 public service calls, 8.5%, and 2 wildland fires, .8%. We are on the normal average.

Jerry Adams is the new inspector. There were 33 annual business inspections and 1 planning and development meeting. There was a significant traffic collision this morning on the westbound 15 at Rubidoux Blvd. There was a victim trapped in the vehicle and the firefighters were able to successfully extricate the victim and safely get the person to the hospital. There was a Haz Mat incident with fire at Burrtec. A private company brought hazardous materials in where they caught fire, but everything was put out safely.

Brian Laddusaw met with some staff at the fire station, and they are going over some of the repairs and some of the on-going maintenance issues. It looks like some of the landscaping will be put off for a little bit while we focus first on the security fencing to be installed, with some drought tolerant landscaping to follow that later.

Director Murphy inquired about the employees who responded on Thanksgiving Day and their job classification. Response by Director of Operations Miguel Valdez: It was the standby person. He was a UM1, a UM2 and me.

Director Murphy inquired about the low-income flier he received in a recent billing statement and if there had been any response to the flier. Additionally, there were no fliers in the lobby. Response by Customer Service Manager Brian Jennings: There have been 2 inquiries. The district does keep a record. Staff will make sure there are fliers in the lobby.

ITEM 15. Consideration and Adoption of the Rubidoux Community Services District 2022 Annual Water Supply and Demand Assessment. DM 2022-57.

BACKGROUND

In June 2021, the Board of Directors approved the Rubidoux Community Services District (District's) Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP). Water Code Section 10632 requires urban water suppliers to prepare and adopt a WSCP that consists of several prescriptive elements, including the Annual Water Supply and Demand Assessment, or "Annual Assessment." Water Code section 10632.1 requires that urban water suppliers shall conduct an Annual Assessment pursuant to subdivision (a) of Section 10632, beginning on or before July 1, 2022, and every year thereafter. This includes the submissions of an annual water shortage assessment report to DWR with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's WSCP.

As a result of worsening drought conditions in the state, Governor Gavin Newsom issued Executive Order N-7-22 (EO) on March 28, 2022, and the State Water Resources Control Board approved a resolution on May 24, 2022 pursuant to the EO, which requires suppliers to submit a preliminary shortage report by June 1, 2022 in addition to statutory deadline of July 1, 2022. Said resolution also requires all water suppliers to implement their Stage 2 water conservation actions pursuant to the WSCP. District staff sent a draft Annual Assessment to DWR on May 31, 2022. After July 1, 2022, DWR will summarize all of the Annual Assessments in a report for the State Water Resources Control Board.

The Annual Assessment uses the District's Annual Assessment procedures from the current WSCP, along with supporting information from the UWMP, to predict shortages (if any) over the next 12-months considering reasonably available water supplies and projected water

demands from July 1, 2022 through June 1, 2023, assuming it is a single-dry year. To further evaluate and assist in preparing the Annual Water Supply and Demand Assessment, Albert A. Webb Associates was contracted by the District to prepare the Annual Assessment because of their knowledge of the District's UWMP and WSCP. Compiling all of the District's water supply data from the last year, the team has prepared a PowerPoint presentation for the Board to recap the process and findings of the Annual Water Supply and Demand Assessment (as shown in Attachment 1 and summarized in Attachment 2).

Director Muniz moved, and Director Trowbridge seconded the Board of Directors:

- 1. Approve the Annual Water Supply and Demand Assessment; and**
- 2. Authorize staff to file the Annual Water Supply and Demand Assessment with the California Department of Water Resources (DWR) on or before July 1, 2022.**

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 9. PUBLIC HEARING – Consideration to Adopt Resolution No. 2022-889, a Resolution Adjusting the Solid Waste Collection and Disposal Charges for Residential, Commercial and Industrial Customers. DM 2022-47.

BACKGROUND

As authorized by the Board of Directors and attached for your review and consideration is Resolution No. 2022-889, which if adopted, will result in rate adjustments to all Rubidoux Community Services District ("RCSD") residential, commercial, and industrial solid waste collection and disposal services. Prior to consideration by the Board, Proposition 218 notice requirements must be satisfied. Those requirements include the following:

- All affected property owners and tenants received the Proposition 218 notification;
- Proposition 218 notifications were mailed on April 29, 2022, at least 45-days before the public protest hearing date;
- The notice was provided in English and Spanish (not a Proposition 218 requirement); and
- Identified the public protest hearing location, time, and date affording all parties the ability to file th4eir protests up to and including the hearing date.

On April 29, 2022, the District mailed 9,317 notices. The District received 581 non-deliverable notices from the post office, thereby adjusting the total mailed to 8,736. Proposition 218 requires 50% plus 1 protest votes to defeat such proposed rates. As of the writing of the writing of this

Memorandum, the District has received two (2) written protests against the proposed increase, well below the required 4,369.

Finally, Proposition 218 requires the public agency to conduct a Public Protest Hearing. At the conclusion of tonight's Public Protest Hearing, the Board will tally all protests submitted (written or oral) as part of the protest vote, determining if the required 50% plus 1 protest vote threshold is met. The Board will be asked to approve the Solid Waste rate adjustment should the protest vote count be below 4,369.

The notice of tonight's pending adoption of Resolution No. 2022-889 was printed in the legal section of the Press-Enterprise newspaper as well as on the District website and available for inspection at the District's office front counter.

Director Trueba opened the Public Protest Hearing.

One customer asked if the district was going to provide bags for separating the trash into the bins.

Response: No

Another customer asked if they need to wash the items before putting them into the recycling bins.

Response: No

Another customer asked if we are in a drought and is she going to get fined if she uses more water?

Response: There's no fine in Jurupa Valley, but if she can conserve it would be better. RCSD is in a drought contingency plan, a stage 2 – voluntary conservation.

Another customer asked if for the trash do they dig a hole or do they burn it?

Response: Neither. The solid waste they take to the dump in the landfill. The green waste gets composted.

Director Trueba closed the Public Hearing.

There were 3 verbal No votes in the room, plus the 2 written protests, well below the 50% plus 1 protest vote required to defeat.

Director Murphy moved, and Director Trueba seconded the Board of Director's Adopt Resolution No. 2022-889, a Resolution Adjusting the Solid Waste Collection and Disposal Charges for Residential, Commercial and Industrial Customers for FY 2022-2023.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 10. Receive and File Statement of Cash Asset Schedule Report Ending May 2022. DM 2022-52.

BACKGROUND

Attached for the Board of Directors' consideration is the May 2022 Statement of Cash Asset Schedule Report for all District Fund Accounts. Our YTD interest is \$47,144.88 for District controlled accounts. With respect to District "Funds in Trust", we show \$2,109.63 which has been earned and posted. The district has a combined YTD interest earned total of \$49,254.51 as of May 31, 2022.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves), we show a balance of \$8,509,909.78 ending May 31, 2022. That's **\$391,862.81 MORE** than July 1, 2021, beginning balance of \$8,118,046.97.

Further, the District's Field/Admin Fund current fund balance is \$722,034.18.

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

Director Murphy moved, and Director Skerbelis seconded to Receive and File the Statement of Cash for the Month of May 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 11. Consideration to Adopt Draft Rubidoux Community Services District Operations and Capital Improvements Budgets and Salary Schedule for Fiscal Year 2022-2023. DM 2022-53.

BACKGROUND

Attached for the Board of Directors' consideration is the proposed Fiscal Year 2022-2023 ("FY 2023") Budget for the Rubidoux Community Services District ("RCSD") Operating and Capital Funds. Additionally, attached to the Budget is the District's FY 2023 Salary Schedule.

The District's budgeting cycle is a multi-month process beginning in late January 2022. During this time, District management met on a weekly basis to discuss all facets of the District's operations which ultimately become factors when setting budgetary figures. Items considered include but are not limited to the following:

- Current and forecasted operational challenges related to supply chain shortages, inflation, and new treatment processes
- New District job classes, retiring employees and successor training, and anticipated Cost of Living Adjustments
- Critical capital infrastructure spending related to the water and sewer enterprise
- Costs and debt service associated with the Field/Admin. Building project
- Allocation of central services and discretionary property tax revenue
- Preventative maintenance programs and other programmatic initiatives
- SB 1383 compliance and administrative costs
- TDS mitigation due to continuous elevated levels above 650 mg/l (maximum allowed based on City of Riverside discharge permit)
- Potential capital contribution to the City of Riverside for wastewater treatment plant upgrades

Each week during the budgeting cycle, management would continuously assign costs to the District's operational and capital fund budgets. As costs were assigned, management simultaneously looked at anticipated revenues associated with each enterprise to determine if sufficient revenues could be generated at the District's current rates or if a rate adjustment was necessary. Due to significant challenges facing the District as noted above, rate adjustments across all three enterprises were necessary for FY 2023. District staff conducted and the Board participated in various rate setting events beginning in March 2022. The timeline of events is highlighted below.

RATE ADJUSTMENT TIMELINES:

Solid Waste:

- Solid Waste Committee Meetings – March 16, April 6, and April 13, 2022
- Regular Board Meeting – April 21, (DM 2022-30 Approve Rate Increase and Set Proposition 218 Public Protest Hearing)
- Budget Workshops – May 5, May 19, and June 2, 2022
- Regular Board Meeting – June 16, 2022 (DM 2022- 51 Public Protest Hearing and Resolution No. 2022-889 Consideration and Adoption)

Wastewater –

- Budget Workshop – May 5, 2022
- Regular Board Meeting – May 5, 2022 (DM 2022-41 Consideration to Prepare Draft Ordinance Adjusting Rate)
- Budget Workshop – May 19, 2022
- Regular Board Meeting – May 19, 2022 (DM 2022-43, 1st Reading of Ordinance No. 2022-131)
- Budget Workshop – June 2, 2022
- Regular Board Meeting – June 2, 2022 (DM 2022-47 Reading of Ordinance No. 2022-131 and Public Hearing)

Water –

- Budget Workshop – May 5, 2022
- Regular Board Meeting – May 5, 2022 (DM 2022-41 Consideration to Prepare Draft Ordinance Adjusting Rate)

- Budget Workshop – May 19, 2022
- Regular Board Meeting May 19, 2022 (DM 2022-44 1st Reading of Ordinance No. 2022-132)
- Budget Workshop – June 2, 2022
- Regular Board Meeting – June 2, 2022 (DM 2022-48 2nd Reading of Ordinance No. 2022-132 and Public Hearing)

Since the District's 3rd and final budget workshop on June 2, 2022, staff reviewed the draft budget a final time to determine if all budgetary figures appeared appropriate for the Board's consideration and adoption this evening. After further consideration and based upon an updated proposal provided from one of the District's consultants staff's only update to the draft budget since Budget Workshop #3 was in the General Fund Budget Line No. 32 'Consulting Fee: Communication/Outreach' which increased from \$10,000 to \$25,000. As this budgetary item was an allocable central service, the District's fire and enterprise funds admin. Expense increased slightly to cover the added cost. Also, staff received no other comments from the Board as it relates to the FY 2023 draft budget since Budget Workshop #3.

Director Skerbelis moved, and Director Muniz seconded the Board of Directors to Adopt Draft Rubidoux Community Services District Operations and Capital Improvement Budgets and Salary Schedule for Fiscal Year 2022-2023.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 12. Consider Award of Contract for Professional Services to Prepare Standard Operating Procedures for Smith, Thompson, and Well 2 Facilities. DM 2022-54.

BACKGROUND

As the Board is aware, the Rubidoux Community Services District ("the District") has implemented several major treatment facilities. The Thompson Treatment Plant has oxidation treatment processes to remove manganese and iron, and an ion exchange system (IX) to remove PFAS and 1,2,3 TCP. The Anita B. Smith Treatment Plant has granular activated carbon ("GAC") and IX to remove 1,2,3 TCP, PFAS, Nitrates, and Perchlorates. Well 2 uses GAC filtration treatment to remove 1,2,3 TCP and PFAS. These water treatment process upgrades come with new regulatory requirements from the Division of Drinking Water (DDW) and added new duties/responsibilities from the District's operation staff. In order to ensure optimal operation of the facilities and compliance with regulatory requirements, the District recommends training for the staff. Optimizing operation of the treatment facilities will ensure the District will be able to extend the useful life of the treatment media and reduce operation and maintenance costs with an overarching goal of keeping District rates for the customers as low as possible. To go along with operator training the District needs to develop standard operating procedures (SOP's). These SOP's will provide step-by-step instructions for routine procedures and alarm

responses so all operators (current and future) perform operations in a way that optimizes treatment performance, extends equipment lifetime, and complies with Division of Drinking Water regulations. Having SOPs memorializes District institutional knowledge, which has long-term benefits for continuity of business as staff resources changeout over time.

The District has asked Trussell Technologies to provide a scope of services and cost proposal to develop an operator training program and to prepare detailed step-by-step SOP's for responding to alarms and performing routine operating procedures at the Smith WTF, the Thompson WTF, and Well 2 WTF. They have submitted a proposal to the District in the amount of \$239,010 for this effort, attached. The cost for these services is included in the 2022-23 Water Fund Budget.

In August of 2021, the Board approved a Contract for Professional Services for Trussell Technologies to Prepare Operation Plans for the Division of Drinking Water Permits. The operator training and SOP's detailed in the scope of work will build-off of the Operation Plans Trussell Technologies prepared. As a reminder the Operation Plans enabled DDW to update the District Operating Permits for the Smith and Thompson WTFs. The work also has had an unexpected ancillary benefit of reduced sampling requirements being approved by DDW. The reduced sampling requirements results in recurrent annual savings benefit to the District of approximately \$120,000 per year. It is anticipated that with the proposed training and SOP, efficiency gained in daily operator activities will produce tangible and meaningful cost savings benefiting the District and its customers.

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

- 1. Approve a Task Order in the amount of \$239,010 to Trussell Technologies to perform work per the attached scope of work and fee proposal.**

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 13. Consideration to Adopt the 2022 Rubidoux Community Services District Water Master Plan: DM 2022-55.

BACKGROUND

At the June 2, 2022 Rubidoux Community Services District ("District") Board meeting, each of the Directors were given a copy of the draft 2022 Water Master Plan Update. Additionally, a copy of the draft plan has been placed on the District's website for public review. Staff also presented the content of the Water Master Plan and how it is used by the District. This introduction was provided so the Board could have time to review the document in preparation of considering its adoption.

The Water Master Plan is an important document to the District. Its' purpose is to analyze the current state of the District's water production, transmission, and distribution facilities and identifies deficiencies to be corrected. The plan also identifies needed future facilities to meet projected growth within the District's service area. It provides staff with a roadmap for needed future water facilities and it is a fundamental part of the District's financial strategy. It is used as the basis for setting rates and capacity fees going forward.

Staff is prepared to answer questions from the Board of Directors or public in respect to the Water Master Plan.

Director Skerbelis moved, and Director Muniz seconded the Board of Directors adopt the 2022 Rubidoux Community Services Water Master Plan.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 14. Consideration and Adoption of the Rubidoux Community Services District 2022 Wastewater Master Plan Update. DM 2022-56.

BACKGROUND

At the June 2, 2022 Rubidoux Community Services District ("District") Board meeting, each of the Directors were given a copy of the draft 2022 Wastewater Master Plan Update. Additionally, a copy of the draft plan has been placed on the District's website for public review. Staff also presented the content of the Wastewater Master Plan and how it is used by the District. This introduction was provided so the Board could have time to review the document in preparation of considering its adoption.

The Water Master Plan is an important document to the District. It's purpose is to analyze the current state of the District's wastewater conveyance facilities, lift stations, and treatment capacity utilization and identifies deficiencies to be corrected. The plan also identifies needed future facilities to meet projected growth within the District's service area. It provides staff with a roadmap for needed future water facilities and it is a fundamental part of the District's financial strategy. It is used as the basis for setting rates and capacity fees going forward.

Staff is prepared to answer questions from the Board of Directors or public in respect to the Wastewater Master Plan.

Director Muniz moved, and Director Murphy seconded the Board of Directors adopt the 2022 Rubidoux Community Services Wastewater Master Plan.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 16. California Special District Association Board of Directors Election, Seat B – Southern Network for Term 2023-2025. DM 2022-58.

BACKGROUND

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

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

CSDA’s Board of Directors Seat B – Southern Network voting is open through July 8, 2022. The District is eligible to cast a vote for this election.

There are three candidates seeking Seat B – Southern Network for a 2-year term include:

1. Don Bartz – Phelan Pinion Hills Community Services District (Incumbent)
2. Ken Eldter – Fallbrook Public Utility District
3. Beverli Marshall – Valley Sanitary District

Attached for the Board’s review are the “Candidate Information Sheet” for each of the candidates and supplemental information for Mr. Bartz and Ms. Marshall.

It is requested the Board provide direction on which candidate to submit the Districts’ vote.

Director Trueba moved, and Director Muniz seconded to vote in support of Don Bartz for the CSDA Board.

Roll call:

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

Noes – 0

Abstain – 1 (Murphy)

Absent – 0

The motion was carried 4 Ayes, 1 Abstain.

ITEM 17. Directors Comments

Director Murphy thanked staff for having the senior discount forms out for the public.

Director Trueba adjourned the meeting at 5:45 PM.

5. CONSIDERATION TO:

APPROVE JULY 8, 2022, SALARIES, EXPENSES AND TRANSFERS

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

NET PAYROLL 7/8/22	73,500.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 7/11/22	30,000.00
WIRE TRANSFER: STATE PAYROLL TAXES 7/11/22	6,000.00
WIRE TRANSFER: TO CREDIT UNION	2,500.00
WIRE TRANSFER: PERS RETIREMENT	19,139.00
WIRE TRANSFER: PERS HEALTH PREMIUMS	38,053.00
WIRE TRANSFER: PERS RETIRED HEALTH PREMIUMS AND FEES	1,484.00
WIRE TRANSFER: SECTION 125	127.00
WIRE TRANSFER: SECTION 457 AND 401(A)	3,669.00

CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:

7/8/2022 WATER FUND TO GENERAL FUND-Payables	221,569.95
WATER FUND TO GENERAL FUND-Trash	269,907.40
WATER FUND TO SEWER FUND	190,438.05
SEWER FUND TO GENERAL FUND-Payables	202,726.78

INTERFUND TRANSFERS:

7/8/2022 SEWER FUND CHECKING TO LAIF SEWER OP	-
LAIF SEWER OP TO SEWER FUND CHECKING	12,000.00
LAIF WASTEWATER REPLACEMENT TO LAIF SEWER OP	-
LAIF SEWER ML TO LAIF SEWER OP	737.75
LAIF SEWER ML TO SEWER FUND CHECKING	-
GENERAL FUND CHECKING TO LAIF FIRE MITIGATION	-
GENERAL FUND PROP TAX TO GENERAL FUND CHECKING	15,000.00
GENERAL FUND CHECKING TO SEWER FUND CHECKING	-
GENERAL FUND CHECKING TO WATER FUND CHECKING	-
LAIF GENERAL TO GENERAL FUND CHECKING	-
LAIF PROPERTY TAX TO GENERAL FUND CHECKING	123,000.00
WATER FUND CHECKING TO LAIF-COP PAYBACK	97,500.00
WATER FUND CHECKING TO LAIF-W.R.	14,500.00
WATER FUND CHECKING TO GENERAL FUND CHECKING	2,350.00
LAIF WATER ML TO LAIF WATER REPLACEMENT	-
LAIF WATER ML TO LAIF WATER OPS	5,650.10
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	558.00
LAIF WATER OP TO LAIF WATER RESERVE	-
LAIF FIELD/ADMIN BLDG TO LAIF WATER OP	2,350.00
WATER FUND CHECKING TO LAIF WATER RESERVE	-
WATER FUND CHECKING TO LAIF WATER OP	97,000.00
WATER FUND CHECKING TO LAIF WATER ML	-
WATER FUND CHECKING TO SRF RESERVE ACCOUNT	-

NOTES PAYABLE

<u>DESCRIPTION</u>	<u>BALANCE</u>		<u>PAYMENT</u>	<u>DUE DATE</u>
U.S. Bank Trust (1998 COP's Refunding)	1,970,000	Prin.	625,000	Dec-22
U.S. Bank Trust (1998 COP's Refunding)	154,020	Intr.	50,235	Dec-22
MN Plant-State Revolving Loan	3,606,041	Prin.	135,748	Jan-23
MN Plant-State Revolving Loan	582,212	Intr.	46,350	Jan-23

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PO Number		Immediate	GL Account		Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
1	AIRESPRING / AIRESPRING ✓							162006050 ✓
PHN CHGS		06/16/2022 ✓	N	N		07/10/2022 ✓	06/16/2022	\$0.00
06/30/2022 ✓					N			\$506.55 ✓
2	AKELA / AKELA PEST CONTROL INC ✓							20191287 ✓
TERMITE 5473 MSSN		06/07/2022 ✓	N	N		07/07/2022 ✓	06/07/2022	\$0.00
06/30/2022 ✓					N			\$250.00 ✓
3	ALPHA / ALPHA MATERIALS INC ✓							15100120-03 ✓
RFND HYDRNT MTR		06/17/2022 ✓	N	N		07/17/2022 ✓	06/17/2022	\$0.00
06/30/2022 ✓					N			\$1,455.00 ✓
4	AMERICAN SAFETY PRODUCTS / AMERICAN SAFETY ✓							4181 ✓
NITRILE GLVS		06/08/2022 ✓	N	N		07/08/2022 ✓	06/08/2022	\$0.00
06/30/2022 ✓					N			\$575.83 ✓
5	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CF20685-0267 ✓
WTR ANALYSES		06/09/2022 ✓	N	N		07/09/2022 ✓	06/09/2022	\$0.00
06/30/2022 ✓					N			\$75.00 ✓
6	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CF20747-0267 ✓
WTR ANALYSES		06/10/2022 ✓	N	N		07/10/2022 ✓	06/10/2022	\$0.00
06/30/2022 ✓					N			\$150.00 ✓
7	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CF20748-0267 ✓
WTR ANALYSES		06/10/2022 ✓	N	N		07/10/2022 ✓	06/10/2022	\$0.00
06/30/2022 ✓					N			\$90.00 ✓
8	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CF20749-0267 ✓
WTR ANALYSES		06/10/2022 ✓	N	N		07/10/2022 ✓	06/10/2022	\$0.00
06/30/2022 ✓					N			\$30.00 ✓
9	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CF20832-0267 ✓
WTR ANALYSES		06/13/2022 ✓	N	N		07/13/2022 ✓	06/13/2022	\$0.00
06/30/2022 ✓					N			\$60.00 ✓
10	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CF20912-0267 ✓
WTR ANALYSES		06/14/2022 ✓	N	N		07/14/2022 ✓	06/14/2022	\$0.00
06/30/2022 ✓					N			\$1,500.00 ✓
11	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CF20921-0267 ✓
WTR ANALYSES		06/14/2022 ✓	N	N		07/14/2022 ✓	06/14/2022	\$0.00
06/30/2022 ✓					N			\$36.00 ✓
12	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CF20929-0267 ✓
WTR ANALYSES		06/14/2022 ✓	N	N		07/14/2022 ✓	06/14/2022	\$0.00
06/30/2022 ✓					N			\$1,250.00 ✓
13	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CF20931-0267 ✓
WTR ANALYSES		06/14/2022 ✓	N	N		07/14/2022 ✓	06/14/2022	\$0.00
06/30/2022 ✓					N			\$225.00 ✓
14	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CF21034-0267 ✓
WTR ANALYSES		06/14/2022 ✓	N	N		07/14/2022 ✓	06/14/2022	\$0.00
06/30/2022 ✓					N			\$75.00 ✓
15	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CF20936-0267 ✓
WTR ANALYSES		06/14/2022 ✓	N	N		07/14/2022 ✓	06/14/2022	\$0.00
06/30/2022 ✓					N			\$1,700.00 ✓
16	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CF20937-0267 ✓
WTR ANALYSES		06/14/2022 ✓	N	N		07/14/2022 ✓	06/14/2022	\$0.00
06/30/2022 ✓					N			\$300.00 ✓

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GL Date					Credit Card	CC Reference #		Total Invoice
17	BOOT BARN / BOOT BARN ✓							INV00173093 ✓
BOOTS ULLOA/MRTNZ	06/08/2022 ✓	N	N			07/08/2022 ✓	06/08/2022	\$0.00
06/30/2022 ✓				N				\$332.68 ✓
18	BURRTEC / BURRTEC WASTE INDUSTRIES, INC. ✓							N0819660327 ✓
SWR WSTE HAUL	05/31/2022 ✓	N	N			06/30/2022 ✓	05/31/2022	\$0.00
06/30/2022 ✓				N				\$341.38 ✓
19	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS ✓							7456-497066 ✓
SUPPLIES	06/10/2022 ✓	N	N			07/10/2022 ✓	06/10/2022	\$0.00
06/30/2022 ✓				N				\$13.78 ✓
20	CLEAN / CLEAN STREET ✓							15110120-13 ✓
RFND HYDRNT MTR	06/17/2022 ✓	N	N			07/17/2022 ✓	06/17/2022	\$0.00
06/30/2022 ✓				N				\$855.00 ✓
21	CORTES / CORTES, JUAN CARLOS ✓							11430070-02 ✓
RFND OVRPYMT	06/17/2022 ✓	N	N			07/17/2022 ✓	06/17/2022	\$0.00
06/30/2022 ✓				N				\$27.70 ✓
22	COUGAR / COUGAR MTN SOFTWARE ✓							169 ✓
ACCTNG SFTWR SUPT	05/29/2022 ✓	N	N			06/28/2022 ✓	05/29/2022	\$0.00
06/30/2022 ✓				N				\$1,040.57 ✓
23	CUSTOM / CUSTOM ASPHALT INC ✓							15130010-00 ✓
RFND HYDRNT MTR	06/17/2022 ✓	N	N			07/17/2022 ✓	06/17/2022	\$0.00
06/30/2022 ✓				N				\$2,588.60 ✓
24	EAGLE / EAGLE ROAD SVC & TIRE ✓							1-190349 ✓
R&M TRK	06/08/2022 ✓	N	N			07/08/2022 ✓	06/08/2022	\$0.00
06/30/2022 ✓				N				\$636.58 ✓
25	EAGLE / EAGLE ROAD SVC & TIRE ✓							1-190456 ✓
R&M BKHOE	06/10/2022 ✓	N	N			07/10/2022 ✓	06/10/2022	\$0.00
06/30/2022 ✓				N				\$204.63 ✓
26	FERGUSON / FERGUSON WTR WRKS #1083 ✓							0803229 ✓
PARTS	06/10/2022 ✓	N	N			07/10/2022 ✓	06/10/2022	\$0.00
06/30/2022 ✓				N				\$62.66 ✓
27	GENESIS PRINTERS / GENESIS PRINTERS ✓							11917 ✓
RED CRDS/POLICYS	06/10/2022 ✓	N	N			07/10/2022 ✓	06/10/2022	\$0.00
06/30/2022 ✓				N				\$1,166.56 ✓
28	GEOTAB / GEOTAB USA, INC ✓							IN304571 ✓
TRCKR INSTLL	04/30/2022 ✓	N	N			05/30/2022 ✓	04/30/2022	\$0.00
06/30/2022 ✓				N				\$767.51 ✓
29	HOUSTON HARRIS / HOUSTON & HARRIS PCS, INC. ✓							22-24535 ✓
HYDRO-WSH	06/10/2022 ✓	N	N			07/10/2022 ✓	06/10/2022	\$0.00
06/30/2022 ✓				N				\$8,048.00 ✓
30	HOUSTON HARRIS / HOUSTON & HARRIS PCS, INC. ✓							22-24542 ✓
HYDRO-WSH	06/10/2022 ✓	N	N			07/10/2022 ✓	06/10/2022	\$0.00
06/30/2022 ✓				N				\$2,694.50 ✓
31	INLAND DESERT SECURITY / INLAND DESERT SECUI ✓							220600636101 ✓
CALL FWD	06/15/2022 ✓	N	N			07/30/2022 ✓	06/15/2022	\$0.00
06/30/2022 ✓				N				\$40.00 ✓
32	KH METALS / KH METALS & SUPPLY ✓							0604903-IN ✓
PARTS	06/08/2022 ✓	N	N			07/08/2022 ✓	06/08/2022	\$0.00
06/30/2022 ✓				N				\$92.94 ✓

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GL Date					Credit Card	CC Reference #		Total Invoice
33	LOPEZ, A / LOPEZ, ALFONSO ✓	06/17/2022 ✓	N	N				15108860-03 ✓
RFND HYDRNT MTR						07/17/2022 ✓	06/17/2022	\$0.00
06/30/2022 ✓					N			\$2,543.07 ✓
34	MANRIQUE, BENNY / MANRIQUE, BENNY ✓	06/13/2022 ✓	N	N				20220613 ✓
CONTNG EDUC						07/13/2022 ✓	06/13/2022	\$0.00
06/30/2022 ✓					N			\$369.50 ✓
35	MASTER'S / MASTER'S SERVICES (GLACIER) ✓	06/08/2022 ✓	N	N				0000000510508 ✓
BTL WTR						07/08/2022 ✓	06/08/2022	\$0.00
06/30/2022 ✓					N			\$78.00 ✓
36	MASTER'S / MASTER'S SERVICES (GLACIER) ✓	06/08/2022 ✓	N	N				0000000510512 ✓
BTL WTR						07/08/2022 ✓	06/08/2022	\$0.00
06/30/2022 ✓					N			\$33.00 ✓
37	QUADIENT / QUADIENT LEASING USA, INC. ✓	05/04/2022 ✓	N	N				INV16683575 ✓
PSTG MTR INK						06/30/2022 ✓	05/04/2022	\$0.00
06/30/2022 ✓					N			\$182.87 ✓
38	QUADIENT / QUADIENT LEASING USA, INC. ✓	06/02/2022 ✓	N	N				RVSD10274082 ✓
METER PSTG						06/30/2022 ✓	06/02/2022	\$0.00
06/30/2022 ✓					N			\$315.61 ✓
39	RIVCOMM / RIVCOMM, INC. ✓	06/09/2022 ✓	N	N				23185 ✓
2-WAY RADIOS						07/09/2022 ✓	06/09/2022	\$0.00
06/30/2022 ✓					N			\$1,594.70 ✓
40	SCE / SCE ✓	06/07/2022 ✓	N	N				22L700617778997 ✓
FIRE STN UTLTY						06/27/2022 ✓	06/07/2022	\$0.00
06/30/2022 ✓					N			\$2,038.66 ✓
41	SCE / SCE ✓	06/07/2022 ✓	N	N				22L700040982544 ✓
MAIN OFC UTLTY						06/27/2022 ✓	06/07/2022	\$0.00
06/30/2022 ✓					N			\$1,641.13 ✓
42	SOCAL TRUCK / SOCAL TRUCKWORKS ✓	06/10/2022 ✓	N	N				11890 ✓
R&M TRK						07/10/2022 ✓	06/10/2022	\$0.00
06/30/2022 ✓					N			\$73.75 ✓
43	SHRED-IT / SHRED-IT USA ✓	05/31/2022 ✓	N	N				8001660309 ✓
MAY 22 SHRED						06/30/2022 ✓	05/31/2022	\$0.00
06/30/2022 ✓					N			\$66.00 ✓
44	STRONGHOLD / STRONGHOLD ENGINEERING ✓	06/17/2022 ✓	N	N				15100070-02 ✓
RFND HYDRNT MTR						07/17/2022 ✓	06/17/2022	\$0.00
06/30/2022 ✓					N			\$1,455.00 ✓
45	TANNER / TANNER, JEAN ✓	06/17/2022 ✓	N	N				13021950-03 ✓
RFND OVRPYMT						07/17/2022 ✓	06/17/2022	\$0.00
06/30/2022 ✓					N			\$67.30 ✓
46	UNITED TRUCK / UNITED TRUCK & CAR DRIVING ✓	06/17/2022 ✓	N	N				15123000-00 ✓
RFND HYDRNT MTR						07/17/2022 ✓	06/17/2022	\$0.00
06/30/2022 ✓					N			\$705.00 ✓
47	USPS (NEOPOST) / U.S. POSTAL SERVICE (NEOPOST) ✓	06/17/2022 ✓	N	N				20220614 ✓
PSTG - MTR						07/17/2022 ✓	06/17/2022	\$0.00
06/30/2022 ✓					N			\$500.00 ✓
48	VALDEZ, MIGUEL / VALDEZ, MIGUEL ✓	06/13/2022 ✓	N	N				20220613 ✓
R&M EQUIP						07/13/2022 ✓	06/13/2022	\$0.00
06/30/2022 ✓					N			\$375.00 ✓

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GL Date					Credit Card	CC Reference #		Total Invoice
49	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/	05/21/2022 ✓	N	N	✓		06/20/2022 ✓	221602 ✓
RIO VISTA							05/21/2022	\$0.00
06/30/2022 ✓				N				\$750.00 ✓
50	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/	05/21/2022 ✓	N	N	✓		06/20/2022 ✓	221603 ✓
TR38178							05/21/2022	\$0.00
06/30/2022 ✓				N				\$1,532.00 ✓
51	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/	05/21/2022 ✓	N	N	✓		06/20/2022 ✓	221604 ✓
AWSDA/UWMP							05/21/2022	\$0.00
06/30/2022 ✓				N				\$2,535.00 ✓
52	XU / XU, HAIFENG ✓	06/17/2022 ✓	N	N			07/17/2022 ✓	13700091-01 ✓
RFND OVRPYMT							06/17/2022	\$0.00
06/30/2022 ✓				N				\$154.57 ✓
53	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	06/22/2022 ✓	N	N	✓		07/22/2022 ✓	CF21512-0267 ✓
WTR ANALYSES							06/22/2022	\$0.00
06/30/2022 ✓				N				\$450.00 ✓
54	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	06/22/2022 ✓	N	N	✓		07/22/2022 ✓	CF21511-0267 ✓
WTR ANALYSES							06/22/2022	\$0.00
06/30/2022 ✓				N				\$36.00 ✓
55	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	06/15/2022 ✓	N	N	✓		07/15/2022 ✓	CF21066-0267 ✓
WTR ANALYSES							06/15/2022	\$0.00
06/30/2022 ✓				N				\$110.00 ✓
56	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	06/15/2022 ✓	N	N	✓		07/15/2022 ✓	CF21067-0267 ✓
WTR ANALYSES							06/15/2022	\$0.00
06/30/2022 ✓				N				\$129.00 ✓
57	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	06/16/2022 ✓	N	N	✓		07/16/2022 ✓	CF21211-0267 ✓
WTR ANALYSES							06/16/2022	\$0.00
06/30/2022 ✓				N				\$30.00 ✓
58	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	06/16/2022 ✓	N	N	✓		07/16/2022 ✓	CF21212-0267 ✓
WTR ANALYSES							06/16/2022	\$0.00
06/30/2022 ✓				N				\$150.00 ✓
59	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	06/16/2022 ✓	N	N	✓		07/16/2022 ✓	CF21216-0267 ✓
WTR ANALYSES							06/16/2022	\$0.00
06/30/2022 ✓				N				\$90.00 ✓
60	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	06/21/2022 ✓	N	N	✓		07/21/2022 ✓	CF21305-0267 ✓
WTR ANALYSES							06/21/2022	\$0.00
06/30/2022 ✓				N				\$36.00 ✓
61	BAVCO / BAVCO ✓	06/15/2022 ✓	N	N			07/15/2022 ✓	162840 ✓
RBLD KIT							06/15/2022	\$0.00
06/30/2022 ✓				N				\$156.55 ✓
62	BUGBEE LELAND / BUGBEE, LELAND S II ✓	06/21/2022 ✓	N	N	✓		07/21/2022 ✓	20220621 ✓
DOT PHYSCL							06/21/2022	\$0.00
06/30/2022 ✓				N				\$115.00 ✓
63	C WELLS / C. WELLS PIPELINE MATLS, INC ✓	06/10/2022 ✓	N	N	✓		07/10/2022 ✓	SINV22-2585 ✓
PARTS							06/10/2022	\$0.00
06/30/2022 ✓				N				\$980.93 ✓
64	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS ✓	06/14/2022 ✓	N	N	✓		07/14/2022 ✓	7456-497265 ✓
R&M EQUIP							06/14/2022	\$0.00
06/30/2022 ✓				N				\$27.47 ✓

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GL Date	Immediate GL Account				Credit Card	CC Reference #	Payment Date	Total Invoice
65	CHASE CARD SERVICES / CHASE CARD SERVICES✓	06/17/2022✓	N	N				22L315277049795.A✓
MONITORING						07/11/2022✓	06/17/2022	\$0.00
06/30/2022✓				N				\$30.00✓
66	CHASE CARD SERVICES / CHASE CARD SERVICES✓	06/17/2022✓	N	N				22L315277049795.B✓
WRKG LNCHS						07/11/2022✓	06/17/2022	\$0.00
06/30/2022✓				N				\$39.25✓
67	CHASE CARD SERVICES / CHASE CARD SERVICES✓	06/17/2022✓	N	N				22L315277049795.C✓
SUPPLIES						07/11/2022✓	06/17/2022	\$0.00
06/30/2022✓				N				\$183.86✓
68	CHASE CARD SERVICES / CHASE CARD SERVICES✓	06/17/2022✓	N	N				22L315277049795.D✓
SUPPLIES						07/11/2022✓	06/17/2022	\$0.00
06/30/2022✓				N				\$13.95✓
69	CHASE CARD SERVICES / CHASE CARD SERVICES✓	06/17/2022✓	N	N				22L315277049795.E✓
SUPPLIES						07/11/2022✓	06/17/2022	\$0.00
06/30/2022✓				N				\$636.29✓
70	CHASE CARD SERVICES / CHASE CARD SERVICES✓	06/17/2022✓	N	N				22L315277049795.F✓
R&M TRK						07/11/2022✓	06/17/2022	\$0.00
06/30/2022✓				N				\$170.00✓
71	CHASE CARD SERVICES / CHASE CARD SERVICES✓	06/17/2022✓	N	N				22L315277049795.G✓
WRKG LNCHS						07/11/2022✓	06/17/2022	\$0.00
06/30/2022✓				N				\$45.88✓
72	CHASE CARD SERVICES / CHASE CARD SERVICES✓	06/17/2022✓	N	N				22L315277049795.H✓
CMPTR MNTOR						07/11/2022✓	06/17/2022	\$0.00
06/30/2022✓				N				\$284.00✓
73	CHASE CARD SERVICES / CHASE CARD SERVICES✓	06/17/2022✓	N	N				22L315277049795.I✓
MONITORING						07/11/2022✓	06/17/2022	\$0.00
06/30/2022✓				N				\$100.00✓
74	CORELOGIC / CORELOGIC, INC✓	03/31/2022✓	N	N				82127912✓
ONLINE SVC - FINAL						04/30/2022✓	03/31/2022	\$0.00
06/30/2022✓				N				\$178.75✓
75	ELROD / ELROD FENCE CO, INC✓	06/16/2022✓	N	N				17511✓
R&M OFC						07/16/2022✓	06/16/2022	\$0.00
06/30/2022✓				N				\$2,885.00✓
76	ESRI / ESRI✓	01/01/2022✓	N	N				94155226✓
ARC/GIS TRNG						01/31/2022✓	01/01/2022	\$0.00
06/30/2022✓				N				\$1,426.00✓
77	FERGUSON / FERGUSON WTR WRKS #1083✓	06/14/2022✓	N	N				0803229-1✓
PARTS						07/14/2022✓	06/14/2022	\$0.00
06/30/2022✓				N				\$387.91✓
78	GRAINGER / GRAINGER✓	06/15/2022✓	N	N				9346630495✓
SUPPLIES						07/15/2022✓	06/15/2022	\$0.00
06/30/2022✓				N				\$60.52✓
79	GRAINGER / GRAINGER✓	06/16/2022✓	N	N				9348173072✓
SUPPLIES						07/16/2022✓	06/16/2022	\$0.00
06/30/2022✓				N				\$30.25✓
80	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI✓	06/17/2022✓	N	N				012L8652✓
PVC PARTS						07/17/2022✓	06/17/2022	\$0.00
06/30/2022✓				N				\$513.35✓

4,1503.53

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PO Number		Immediate GL Account	GL Account		Check #				Discount
GL Date					Credit Card	CC Reference #			Total Invoice
81	INFOSEND / INFOSEND, INC ✓								
PROP 218 SLD WSTE	04/29/2022 ✓	N	N						211443 ✓
06/30/2022 ✓						05/29/2022 ✓	04/29/2022		\$0.00
					N				\$7,889.92 ✓
82	INFOSEND / INFOSEND, INC ✓								
PROP 218 PRGMG	04/29/2022 ✓	N	N						211444 ✓
06/30/2022 ✓						05/29/2022 ✓	04/29/2022		\$0.00
					N				\$750.00 ✓
83	INFOSEND / INFOSEND, INC ✓								
MAY '22 BILL PRNT	05/31/2022	N	N						213762.A ✓
06/30/2022 ✓						06/30/2022 ✓	05/31/2022		\$0.00
					N				\$1,239.24 ✓
84	INFOSEND / INFOSEND, INC ✓								
MAY '22 PSTG	05/31/2022	N	N						213762.B ✓
06/30/2022 ✓						06/30/2022 ✓	05/31/2022		\$0.00
					N				\$2,643.59 ✓
85	J THAYER / J THAYER COMPANY, INC ✓								
SUPPLIES	06/09/2022 ✓	N	N						1596892-0 ✓
06/30/2022 ✓						07/09/2022 ✓	06/09/2022		\$0.00
					N				\$643.38 ✓
86	J THAYER / J THAYER COMPANY, INC ✓								
SUPPLIES	06/09/2022 ✓	N	N						1596919-0 ✓
06/30/2022 ✓						07/09/2022 ✓	06/09/2022		\$0.00
					N				\$133.55 ✓
87	J THAYER / J THAYER COMPANY, INC ✓								
SUPPLIES	06/09/2022 ✓	N	N						1596958-0 ✓
06/30/2022 ✓						07/09/2022 ✓	06/09/2022		\$0.00
					N				\$29.09 ✓
88	J THAYER / J THAYER COMPANY, INC ✓								
SUPPLIES	06/14/2022 ✓	N	N						1597729-0 ✓
06/30/2022 ✓						07/14/2022 ✓	06/14/2022		\$0.00
					N				\$179.79 ✓
89	J THAYER / J THAYER COMPANY, INC ✓								
LASER PRNT CART	06/14/2022 ✓	N	N						1597734-0 ✓
06/30/2022 ✓						07/14/2022 ✓	06/14/2022		\$0.00
					N				\$136.78 ✓
90	J THAYER / J THAYER COMPANY, INC ✓								
CREDIT	06/16/2022 ✓	N	N						C1596892-0 ✓
06/30/2022 ✓						07/16/2022 ✓	06/16/2022		\$0.00
					N				(\$212.20) ✓
91	J THAYER / J THAYER COMPANY, INC ✓								
SUPPLIES	06/23/2022 ✓	N	N						1599407-0 ✓
06/30/2022 ✓						07/23/2022 ✓	06/23/2022		\$0.00
					N				\$199.66 ✓
92	J THAYER / J THAYER COMPANY, INC ✓								
SUPPLIES	06/24/2022 ✓	N	N						1599492-0 ✓
06/30/2022 ✓						07/24/2022 ✓	06/24/2022		\$0.00
					N				\$67.02 ✓
93	LEGEND PUMP / LEGEND PUMP & WELL ✓								
BOOSTER MTR - NO3	06/06/2022 ✓	N	N						57407 ✓
06/30/2022 ✓						07/06/2022 ✓	06/06/2022		\$0.00
					N				\$10,187.00 ✓
94	MANRIQUE, BENNY / MANRIQUE, BENNY ✓								
MEMBER DUES	06/21/2022 ✓	N	N						20220621 ✓
06/30/2022 ✓						07/21/2022 ✓	06/21/2022		\$0.00
					N				\$272.00 ✓
95	MASTER'S / MASTER'S SERVICES (GLACIER) ✓								
BTL WTR	06/22/2022 ✓	N	N						000000517461 ✓
06/30/2022 ✓						07/22/2022 ✓	06/22/2022		\$0.00
					N				\$70.50 ✓
96	MERIT OIL / MERIT OIL COMPANY ✓								
GASOLINE	06/08/2022 ✓	N	N						715273 ✓
06/30/2022 ✓						06/23/2022 ✓	06/08/2022		\$0.00
					N				\$1,924.98 ✓

\$3,889.93

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GL Date					Credit Card	CC Reference #		Total Invoice
97	MERIT OIL / MERIT OIL COMPANY ✓							716638 ✓
GASOLINE		06/16/2022 ✓	N	N		07/01/2022 ✓	06/16/2022	\$0.00
06/30/2022 ✓					N			\$2,176.76 ✓
98	NATIONAL ENVIR / NATIONAL ENVIRONMENTAL SVC. ✓							NE22245 ✓
PHS 1 ENVR		06/06/2022 ✓	N	N		07/06/2022 ✓	06/06/2022	\$0.00
06/30/2022 ✓					N			\$2,100.00 ✓
99	REDWING / REDWING SHOES ✓							314-1-8402 ✓
BOOTS - AGUILERA		06/02/2022 ✓	N	N		07/02/2022 ✓	06/02/2022	\$0.00
06/30/2022 ✓					N			\$175.00 ✓
100	SCE / SCE ✓							22U700609292713.A ✓
WTR PMP ENRGY		06/17/2022 ✓	N	N		07/07/2022 ✓	06/17/2022	\$0.00
06/30/2022 ✓					N			\$334.40 ✓
101	SCE / SCE ✓							22U700044576190.A ✓
SWR PMP ENRGY		06/17/2022 ✓	N	N		07/07/2022 ✓	06/17/2022	\$0.00
06/30/2022 ✓					N			\$1,271.76 ✓
102	SCE / SCE ✓							22U700158802582.A ✓
WTR PMP ENRGY		06/17/2022 ✓	N	N		07/07/2022 ✓	06/17/2022	\$0.00
06/30/2022 ✓					N			\$20,012.70 ✓
103	SCE / SCE ✓							22U700136714571.A ✓
SWR PMP ENRGY		06/20/2022 ✓	N	N		07/11/2022 ✓	06/20/2022	\$0.00
06/30/2022 ✓					N			\$3,949.12 ✓
104	SCE / SCE ✓							22U700179651118.A ✓
SWR PMP ENRGY		06/20/2022 ✓	N	N		07/11/2022	06/20/2022	\$0.00
06/30/2022 ✓					N			\$584.96 ✓
105	SCE / SCE ✓							22U700456862263.AA ✓
WTR PMP ENRGY		06/27/2022 ✓	N	N		07/18/2022 ✓	06/27/2022	\$0.00
06/30/2022 ✓					N			\$36,970.82 ✓
106	SCE / SCE ✓							22U700456862263.BB ✓
NO3 PLT ENRGY		06/27/2022 ✓	N	N		07/18/2022 ✓	06/27/2022	\$0.00
06/30/2022 ✓					N			\$23,653.38 ✓
107	SCE / SCE ✓							22U700456862263.CC ✓
FLD OFC UTLTY		06/27/2022 ✓	N	N		07/18/2022 ✓	06/27/2022	\$0.00
06/30/2022 ✓					N			\$238.28 ✓
108	SOCAL TRUCK / SOCAL TRUCKWORKS ✓							11921 ✓
R&M TRK		06/20/2022 ✓	N	N		07/20/2022 ✓	06/20/2022	\$0.00
06/30/2022 ✓					N			\$102.96 ✓
109	STATE WATER / SWRCB - DFA ARREARAGES PGM ✓							15550000-00.A ✓
RTN SWR ARRG		06/28/2022 ✓	N	N		07/28/2022 ✓	06/28/2022	\$0.00
06/30/2022 ✓					N			\$16,512.05 ✓
110	SULZER / SULZER EMS - COLTON ✓							SI3002796 ✓
SMITH WTF PMP RPR		06/14/2022 ✓	N	N		07/14/2022 ✓	06/14/2022	\$0.00
06/30/2022 ✓					N			\$5,602.85 ✓
111	UPS / UNITED PARCEL SERVICE ✓							0000F908W2222 ✓
PSTG		05/28/2022 ✓	N	N		06/27/2022 ✓	05/28/2022	\$0.00
06/30/2022 ✓					N			\$1.05 ✓
112	UPS / UNITED PARCEL SERVICE ✓							0000F908W2242 ✓
PSTG		06/11/2022 ✓	N	N		07/11/2022 ✓	06/11/2022	\$0.00
06/30/2022 ✓					N			\$8.24 ✓

460,862.43

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GL Date					Credit Card	CC Reference #		Total Invoice
113	VOSKANYAN / VOSKANYAN, ARAM ✓	06/28/2022 ✓	N	N				20220628 ✓
ACH RFND								\$0.00
06/30/2022 ✓				N			07/28/2022 ✓ 06/28/2022	\$988.21 ✓
114	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI ✓	03/26/2022 ✓	N	N				220574.A ✓
UWMP/SMP							04/25/2022 ✓ 03/26/2022	\$0.00
06/30/2022 ✓				N				\$8,961.25 ✓
115	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI ✓	03/26/2022 ✓	N	N				220574.B ✓
WTR CNSLT							04/25/2022 ✓ 03/26/2022	\$0.00
06/30/2022 ✓				N				\$2,205.00 ✓
116	AQUA METRIC SALES / AQUA METRIC SALES CO ✓	06/27/2022 ✓	N	N				INV0089260 ✓
RADIO HEADS							07/27/2022 ✓ 06/27/2022	\$0.00
06/30/2022 ✓				N				\$8,655.02 ✓
117	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	06/24/2022 ✓	N	N				CF21678-0267 ✓
WTR ANALYSES							07/24/2022 ✓ 06/24/2022	\$0.00
06/30/2022 ✓				N				\$45.00 ✓
118	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	06/24/2022 ✓	N	N				CF21696-0267 ✓
WTR ANALYSES							07/24/2022 ✓ 06/24/2022	\$0.00
06/30/2022 ✓				N				\$30.00 ✓
119	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	06/24/2022 ✓	N	N				CF21697-0267 ✓
WTR ANALYSES							07/24/2022 ✓ 06/24/2022	\$0.00
06/30/2022 ✓				N				\$90.00 ✓
120	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	06/24/2022 ✓	N	N				CF21699-0267 ✓
WTR ANALYSES							07/24/2022 ✓ 06/24/2022	\$0.00
06/30/2022 ✓				N				\$150.00 ✓
121	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	06/27/2022 ✓	N	N				CF21743-0267 ✓
WTR ANALYSES							07/27/2022 ✓ 06/27/2022	\$0.00
06/30/2022 ✓				N				\$108.00 ✓
122	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	06/27/2022 ✓	N	N				CF21763-0267 ✓
WTR ANALYSES							07/27/2022 ✓ 06/27/2022	\$0.00
06/30/2022 ✓				N				\$110.00 ✓
123	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	06/27/2022 ✓	N	N				CF21764-0267 ✓
WTR ANALYSES							07/27/2022 ✓ 06/27/2022	\$0.00
06/30/2022 ✓				N				\$75.00 ✓
124	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	06/27/2022 ✓	N	N				CF21768-0267 ✓
WTR ANALYSES							07/27/2022 ✓ 06/27/2022	\$0.00
06/30/2022 ✓				N				\$129.00 ✓
125	EAGLE / EAGLE ROAD SVC & TIRE ✓	06/20/2022 ✓	N	N				1-190747 ✓
R&M EQUIP							07/20/2022 ✓ 06/20/2022	\$0.00
06/30/2022 ✓				N				\$240.25 ✓
126	FERGUSON / FERGUSON WTR WRKS #1083 ✓	06/22/2022 ✓	N	N				0804406 ✓
SUPPLIES							07/22/2022 ✓ 06/22/2022	\$0.00
06/30/2022 ✓				N				\$77.76 ✓
127	FERGUSON / FERGUSON WTR WRKS #1083 ✓	06/23/2022 ✓	N	N				0802224 ✓
ANGLE VALVE							07/23/2022 ✓ 06/23/2022	\$0.00
06/30/2022 ✓				N				\$471.44 ✓
128	FERGUSON / FERGUSON WTR WRKS #1083 ✓	06/23/2022 ✓	N	N				0803229-2 ✓
CLAMPS							07/23/2022 ✓ 06/23/2022	\$0.00
06/30/2022 ✓				N				\$77.76 ✓

\$11,166.25

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GL Date					Credit Card	CC Reference #		Total Invoice
129	GRAINGER / GRAINGER ✓	06/23/2022 ✓	N	N			07/23/2022 ✓ 06/23/2022	9354533011 ✓
SUPPLIES								\$0.00
06/30/2022 ✓					N			\$72.21 ✓
130	HACH CO. / HACH COMPANY ✓	06/23/2022 ✓	N	N			07/23/2022 ✓ 06/23/2022	13110868 ✓
CHEMICALS								\$0.00
06/30/2022 ✓					N			\$396.43 ✓
131	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓	06/24/2022 ✓	N	N			07/24/2022 ✓ 06/24/2022	012L8768 ✓
PVC PARTS								\$0.00
06/30/2022 ✓					N			\$32.09 ✓
132	INLAND WATER WORKS / INLAND WATER WORKS SU ✓	06/24/2022 ✓	N	N			07/24/2022 ✓ 06/24/2022	S1056460.001 ✓
HYDRNT MTRS								\$0.00
06/30/2022 ✓					N			\$1,283.25 ✓
133	INLAND WATER WORKS / INLAND WATER WORKS SU ✓	06/24/2022 ✓	N	N			07/24/2022 ✓ 06/24/2022	S1056964.001 ✓
HYDRNT MTRS								\$0.00
06/30/2022 ✓					N			\$1,283.25 ✓
134	MCCROMETER / MCCROMETER INC. ✓	06/17/2022 ✓	N	N			07/17/2022 ✓ 06/17/2022	581393 ✓
8" FLW MTRS								\$0.00
06/30/2022 ✓					N			\$17,154.23 ✓
135	MERIT OIL / MERIT OIL COMPANY ✓	06/22/2022 ✓	N	N			07/07/2022 ✓ 06/22/2022	717837 ✓
GASOLINE								\$0.00
06/30/2022 ✓					N			\$2,085.01 ✓
136	QUINN CAT / QUINN CAT / MACHINERY ✓	06/22/2022 ✓	N	N			07/22/2022 ✓ 06/22/2022	E2741701 ✓
GNRTR RNTL EXMR								\$0.00
06/30/2022 ✓					N			\$2,651.99 ✓
137	QUINN CAT / QUINN CAT / MACHINERY ✓	06/22/2022 ✓	N	N			07/22/2022 ✓ 06/22/2022	WOG00013295 ✓
R&M EQUIP EXMR								\$0.00
06/30/2022 ✓					N			\$12,042.11 ✓
138	STEPSAVER / STEP-SAVER CA.LLC ✓	06/22/2022 ✓	N	N			07/22/2022 ✓ 06/22/2022	CT442833 ✓
SALT								\$0.00
06/30/2022 ✓					N			\$4,742.75 ✓
139	TOWNER / TOWNER FILTRATION ✓	06/17/2022 ✓	N	N			07/17/2022 ✓ 06/17/2022	176086-001 ✓
FILTERS THMP SN WTF								\$0.00
06/30/2022 ✓					N			\$3,736.85 ✓
140	YO FIRE / YO FIRE ✓	06/24/2022 ✓	N	N			07/24/2022 ✓ 06/24/2022	2017105 ✓
COPPER TUBING								\$0.00
06/30/2022 ✓					N			\$2,036.48 ✓
141	YO FIRE / YO FIRE ✓	06/24/2022 ✓	N	N			07/24/2022 ✓ 06/24/2022	2017269 ✓
PAINT								\$0.00
06/30/2022 ✓					N			\$77.58 ✓
142	ZELDAS / GRISELDA RODRIGUEZ ✓	06/29/2022 ✓	N	N			07/29/2022 ✓ 06/29/2022	INVOICE11147 ✓
UNIFORMS								\$0.00
06/30/2022 ✓					N			\$925.84 ✓
143	ZELDAS / GRISELDA RODRIGUEZ ✓	06/29/2022 ✓	N	N			07/29/2022 ✓ 06/29/2022	INVOICE11148 ✓
UNIFORMS								\$0.00
06/30/2022 ✓					N			\$1,068.58 ✓
144	ZELDAS / GRISELDA RODRIGUEZ ✓	06/29/2022 ✓	N	N			07/29/2022 ✓ 06/29/2022	INVOICE11149 ✓
UNIFORMS								\$0.00
06/30/2022 ✓					N			\$491.45 ✓

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GL Date					Credit Card	CC Reference #		Total Invoice
145	AQUA METRIC SALES / AQUA METRIC SALES CO ✓	06/21/2022 ✓	N	N				INV00089130 ✓
6" MTR						07/21/2022 ✓	06/21/2022	\$0.00
06/30/2022 ✓					N			\$2,655.66 ✓
146	BLAIS / BLAIS & ASSOCIATES, LLC ✓	06/22/2022 ✓	N	N				BA_3799_2022 ✓
GRNT CNSLT						07/22/2022 ✓	06/22/2022	\$0.00
06/30/2022 ✓					N			\$86.25 ✓
147	EVERSOFT / EVERSOFT ✓	07/01/2022 ✓	N	N				R2268256 ✓
SFTNR RNTL						07/31/2022 ✓	07/01/2022	\$0.00
06/30/2022 ✓					N			\$610.00 ✓
148	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓	06/23/2022 ✓	N	N				012L8748 ✓
PVC PARTS						07/23/2022 ✓	06/23/2022	\$0.00
06/30/2022 ✓					N			\$5,906.38 ✓
149	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓	06/23/2022 ✓	N	N				012L8749 ✓
FILTERS						07/23/2022 ✓	06/23/2022	\$0.00
06/30/2022 ✓					N			\$413.59 ✓
150	KRIEGER & STEWART / KRIEGER & STEWART, INC. ✓	06/27/2022 ✓	N	N				47024 ✓
WTR CNSLT						07/27/2022 ✓	06/27/2022	\$0.00
06/30/2022 ✓					N			\$2,392.75 ✓
151	KRIEGER & STEWART / KRIEGER & STEWART, INC. ✓	06/27/2022 ✓	N	N				47025 ✓
WSTEWTR CNSLT						07/27/2022 ✓	06/27/2022	\$0.00
06/30/2022 ✓					N			\$199.00 ✓
152	KRIEGER & STEWART / KRIEGER & STEWART, INC. ✓	06/27/2022 ✓	N	N				47026 ✓
PRETRTMT						07/27/2022 ✓	06/27/2022	\$0.00
06/30/2022 ✓					N			\$8,790.25 ✓
153	KRIEGER & STEWART / KRIEGER & STEWART, INC. ✓	06/27/2022 ✓	N	N				47027 ✓
PTRTMT						07/27/2022 ✓	06/27/2022	\$0.00
06/30/2022 ✓					N			\$2,099.50 ✓
154	KRIEGER & STEWART / KRIEGER & STEWART, INC. ✓	06/27/2022 ✓	N	N				47028 ✓
AGUA/COMM PK 37528						07/27/2022 ✓	06/27/2022	\$0.00
06/30/2022 ✓					N			\$20,801.90 ✓
155	KRIEGER & STEWART / KRIEGER & STEWART, INC. ✓	06/27/2022 ✓	N	N				47029 ✓
EMRLD RDG 37640						07/27/2022 ✓	06/27/2022	\$0.00
06/30/2022 ✓					N			\$4,261.50 ✓
156	KRIEGER & STEWART / KRIEGER & STEWART, INC. ✓	06/27/2022 ✓	N	N				47030 ✓
AGUA/COMM PK 37528						07/27/2022 ✓	06/27/2022	\$0.00
06/30/2022 ✓					N			\$21,458.15 ✓
157	KRIEGER & STEWART / KRIEGER & STEWART, INC. ✓	06/27/2022 ✓	N	N				47031 ✓
RIO VISTA						07/27/2022 ✓	06/27/2022	\$0.00
06/30/2022 ✓					N			\$866.00 ✓
158	KRIEGER & STEWART / KRIEGER & STEWART, INC. ✓	06/27/2022 ✓	N	N				47032 ✓
AVLN - 36649						07/27/2022 ✓	06/27/2022	\$0.00
06/30/2022 ✓					N			\$2,728.73 ✓
159	KRIEGER & STEWART / KRIEGER & STEWART, INC. ✓	06/27/2022 ✓	N	N				47033 ✓
EMRLD RDG 37640						07/27/2022 ✓	06/27/2022	\$0.00
06/30/2022 ✓					N			\$2,796.00 ✓
160	KRIEGER & STEWART / KRIEGER & STEWART, INC. ✓	06/27/2022 ✓	N	N				47034 ✓
EMRLD RDG 37640						07/27/2022 ✓	06/27/2022	\$0.00
06/30/2022 ✓					N			\$837.00 ✓

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161	KRIEGER & STEWART / KRIEGER & STEWART, INC.✓							47035✓
EMRLD RDG 37640	06/27/2022✓	N	N			07/27/2022✓	06/27/2022	\$0.00
06/30/2022✓				N				\$1,699.50✓
162	KRIEGER & STEWART / KRIEGER & STEWART, INC.✓							47036✓
DISTRICT @ JURUPA	06/27/2022✓	N	N			07/27/2022✓	06/27/2022	\$0.00
06/30/2022✓				N				\$9,298.75✓
163	KRIEGER & STEWART / KRIEGER & STEWART, INC.✓							47037✓
RCSD TRCT 32721	06/27/2022✓	N	N			07/27/2022✓	06/27/2022	\$0.00
06/30/2022✓				N				\$3,220.00
164	KRIEGER & STEWART / KRIEGER & STEWART, INC.✓							47038✓
WTR CNSLT	06/27/2022✓	N	N			07/27/2022✓	06/27/2022	\$0.00
06/30/2022✓				N				\$6,522.05✓
165	KRIEGER & STEWART / KRIEGER & STEWART, INC.✓							47039✓
CCR	06/27/2022✓	N	N			07/27/2022✓	06/27/2022	\$0.00
06/30/2022✓				N				\$8,240.00✓
166	KRIEGER & STEWART / KRIEGER & STEWART, INC.✓							47040✓
WTR QLTY MNTR	06/27/2022✓	N	N			07/27/2022✓	06/27/2022	\$0.00
06/30/2022✓				N				\$2,166.25✓
167	KRIEGER & STEWART / KRIEGER & STEWART, INC.✓							47041✓
MKT/24TH PIPE	06/27/2022✓	N	N			07/27/2022✓	06/27/2022	\$0.00
06/30/2022✓				N				\$558.00✓
168	KRIEGER & STEWART / KRIEGER & STEWART, INC.✓							47042✓
WVWD INTRCT	06/27/2022✓	N	N			07/27/2022✓	06/27/2022	\$0.00
06/30/2022✓				N				\$3,436.85✓
169	KRIEGER & STEWART / KRIEGER & STEWART, INC.✓							47043✓
VLV TRNG	06/27/2022✓	N	N			07/27/2022✓	06/27/2022	\$0.00
06/30/2022✓				N				\$2,716.00✓
170	KRIEGER & STEWART / KRIEGER & STEWART, INC.✓							47044✓
WTR/SWR ASSMT.	06/27/2022✓	N	N			07/27/2022✓	06/27/2022	\$0.00
06/30/2022✓				N				\$2,951.00✓
171	RING BENDER / RING BENDER LLP✓							11068✓
CITY RVSD APPEAL	06/07/2022✓	N	N			07/07/2022✓	06/07/2022	\$0.00
06/30/2022✓				N				\$375.50✓
172	RIVERSIDE CITY / RIVERSIDE CITY✓							00266083.A✓
MAY '22 TRTMT	06/17/2022✓	N	N			07/17/2022✓	06/17/2022	\$0.00
06/30/2022✓				N				\$117,757.57✓
173	RIVERSIDE CITY / RIVERSIDE CITY✓							00266083.B✓
MAY '22 SRCHG	06/17/2022✓	N	N			07/17/2022✓	06/17/2022	\$0.00
06/30/2022✓				N				\$17,343.23✓
174	VARNER / VARNER & BRANDT LLP✓							20220531✓
MAY '22 LGL SVC	05/31/2022✓	N	N			06/30/2022✓	05/31/2022	\$0.00
06/30/2022✓				N				\$1,219.20✓
175	TKE ENGINEERING / TKE ENGINEERING, INC.✓							2022-289✓
HGHLND PK/SHD 100-28	06/09/2022✓	N	N			07/09/2022✓	06/09/2022	\$0.00
06/30/2022✓				N				\$105.00✓
176	TKE ENGINEERING / TKE ENGINEERING, INC.✓							2022-290✓
RDGWD/OPAL 36827	04/06/2022✓	N	N			05/06/2022✓	04/06/2022	\$0.00
06/30/2022✓				N				\$255.00✓

4,135,160.30

AP Enter Bills Edit Report

Rubidoux Community Services District (RCSACT)

6/30/2022 10:30:34 AM

Batch: AAAAQS

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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number					Check #			Discount
GL Date	Immediate GL Account				Credit Card	CC Reference #	Payment Date	Total Invoice
177	TKE ENGINEERING / TKE ENGINEERING, INC. ✓							2022-291 ✓
EMRLD RDG 100-38	06/09/2022 ✓	N	N			07/09/2022 ✓	06/09/2022	\$0.00
06/30/2022 ✓					N			\$1,455.00 ✓
178	TKE ENGINEERING / TKE ENGINEERING, INC. ✓							2022-411 ✓
TRCT 27211 PLN CK	05/10/2022 ✓	N	N			06/09/2022 ✓	05/10/2022	\$0.00
06/30/2022 ✓					N			\$755.00 ✓
179	SCAQMD / SCAQMD ✓							4012558 ✓
3450 DALY ICE/GEN	06/03/2022 ✓	N	N			07/03/2022 ✓	06/03/2022	\$0.00
06/30/2022 ✓					N			\$468.76 ✓
180	SCAQMD / SCAQMD ✓							4015985 ✓
3450 DALY FLT FEE	06/03/2022 ✓	N	N			07/03/2022 ✓	06/03/2022	\$0.00
06/30/2022 ✓					N			\$151.85 ✓
181	SCAQMD / SCAQMD ✓							411757 ✓
3590 RBDX ICE/FUEL	06/03/2022 ✓	N	N			07/03/2022 ✓	06/03/2022	\$0.00
06/30/2022 ✓					N			\$607.32 ✓
182	SCAQMD / SCAQMD ✓							4013022 ✓
3590 RBDX FLT FEE	06/03/2022 ✓	N	N			07/03/2022 ✓	06/03/2022	\$0.00
06/30/2022 ✓					N			\$151.85 ✓
183	SCAQMD / SCAQMD ✓							4007099 ✓
5780 RVRVW ICE	06/03/2022 ✓	N	N			07/03/2022 ✓	06/03/2022	\$0.00
06/30/2022 ✓					N			\$468.76 ✓
184	SCAQMD / SCAQMD ✓							4010192 ✓
5780 RVRVW FLT FEE	06/03/2022 ✓	N	N			07/03/2022 ✓	06/03/2022	\$0.00
06/30/2022 ✓					N			\$151.85 ✓
185	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓							0608_063022.A ✓
COMM TRSH 6/8-6/30	06/30/2022 ✓	N	N			07/30/2022 ✓	06/30/2022	\$0.00
06/30/2022 ✓					N			\$70,509.48 ✓
186	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓							0608_063022.B ✓
RES TRSH 6/8-6/30	06/30/2022 ✓	N	N			07/30/2022 ✓	06/30/2022	\$0.00
06/30/2022 ✓					N			\$199,397.92 ✓
187	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓							0608_063022.C ✓
RCSD SHR COMM	06/30/2022 ✓	N	N			07/30/2022 ✓	06/30/2022	\$0.00
06/30/2022 ✓					N			(\$7,050.95) ✓
188	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓							0608_063022.D ✓
RCSD RES	06/30/2022 ✓	N	N			07/30/2022 ✓	06/30/2022	\$0.00
06/30/2022 ✓					N			(\$1,594.19) ✓
189	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓							0608_063022.E ✓
BILLING FEE	06/30/2022 ✓	N	N			07/30/2022 ✓	06/30/2022	\$0.00
06/30/2022 ✓					N			(\$3,000.00) ✓
190	QUADIENT / QUADIENT LEASING USA, INC. ✓							N9445247 ✓
PSTG MTR JUL-OCT	06/08/2022 ✓	N	N			07/10/2022 ✓	06/08/2022	\$0.00
07/07/2022 ✓					N			\$404.74 ✓
191	JADTEC SECURITY / JADTEC SECURITY SVCS, INC. ✓							2324471 ✓
MONITOR AUG-OCT	07/01/2022 ✓	N	N			07/11/2022 ✓	07/01/2022	\$0.00
07/07/2022 ✓					N			\$53.85 ✓

Grand Totals

Total Direct Expense: \$795,395.15
Total Direct Expense Adj: (\$11,857.34)
Total Non-Electronic Transactions: \$783,537.81

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

Report Summary

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

<p>\$11,857.34</p> <p>\$11,645.14 Tri-La</p> <p>\$212.20 J. Thayer</p> <hr/> <p>\$11,857.34</p> <p><u>0.00</u></p>	<p>4783,537.81</p> <p>783,807.81 X-fer Sch.</p> <hr/> <p>270.00</p> <p>270.00 Union</p> <hr/> <p><u>0.00</u></p>
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 7/5/22

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** – CONSIDER CONTRIBUTION TO THE WATE CRISIS
COALITION:

DM 2022-59

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 2022-59

July 7, 2022

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Contribution To the Water Crisis Coalition

BACKGROUND:

This matter was considered by the Board of Directors on April 21, 2022 and was not approved. Since then, the General Manager was requested by a Board Member to put on the agenda for reconsideration.

On March 28, 2022, Governor Newsom issued Executive Order No. N-7-22 ("Order"), attached, ordering various actions mandated by the State of California to address drought impacts. Amongst other requirements the Order indicates on or before May 25, 2022, the State Water Resources Control Board ("Water Board") shall consider adopting emergency regulations including:

1. All water suppliers submit to the Department of Water Resources a preliminary annual water supply and demand assessment no later than June 1, 2022, and then submit a final water supply and demand assessment no later than the deadline set by Section 10632.1 of the Water Code.
2. Each water supplier who has submitted a Water Shortage Contingency Plan ("WSCP") at a minimum implement a water shortage level of up to twenty percent (20%) by a date to be set by the Water Board.

With these regulations the Department of Water Resources anticipates the final annual water supply and demand assessments for each water supplier will include a 20% reduction in demand. The District has met the requirements to submit the annual water supply and demand assessment.

Rubidoux Community Services District ("District") pumps from the Riverside Basin for 100% of its water supply and historically the basin has not experienced any significant water level decline. This is due to active basin management as required by agreements dating back to 1969, and location. The District benefits from being at the downstream end of connected basins replenished by a large watershed. The watershed receives

rain and snowmelt, active groundwater recharge, runoff from urban water uses, and recycled water from wastewater treatment. Although the District receives no imported water and anticipates being able to meet all customer demand throughout this summer and fall, it will need to comply with the Order and implement a call for a 20% water use reduction by customers. As the Water Board provides more details on directives staff will advise the Board.

The state and its leadership indicate the need for the emergency Order directly because of impacts caused by climate change. This is clearly delineated in the first two recitals of the Order.

Historically precipitation and snowmelt in California and states overlying the watershed area tributary to the Colorado River has been recorded and studied for decades. It has been observed over the past twenty or so years precipitation events are shorter in duration but more intense, and snowmelt occurs over a shorter period. Exacerbating this is population growth in the western states. Whether or not precipitation and runoff event changes are attributable to man-made or naturally happening activities resulting in climate change, there has been observable change. The water supply community has recognized this and to mitigate has implemented various innovations – salt-water desalination, groundwater recharge and banking, interagency water transfers, recycled water reuse, education, and conservation. Despite all these efforts water suppliers in areas highly dependent on imported water from the State Water Project (water from northern California) or the Colorado River Aqueduct System (water from the Colorado Basin) are severely impacted.

The water management community for years has advocated for construction of large surface storage facilities to capture the intense, shorter duration precipitation and snowmelt, and for construction of conveyance facilities around the Sacramento Area Delta to avoid environmental issues. Various environmental and recreational groups lobby/advocate to state policymakers these improvements will be bad for the environment – animals, fish, plants. As a result, vast volumes of water flows to the Pacific Ocean rather than stored, conveyed and used by humans, agri-business, and the economy.

This drought cycle is a repeat of the drought crisis experienced in the recent past, with the same water conservation calls made by the Governor and Legislature. Water supply leaders throughout the state agree there is a water crisis, but the state needs to take more action in implementing projects. It is believed water policy in the state has been disproportionately influenced by lobbyist representing environmental and recreational interests who discourage implementing necessary major storage and conveyance projects. To combat this, the “Solve the Water Crisis Coalition” (“Coalition”) was formed.

The Coalition Mission is –

“Solve the Water Crisis Coalition, through a critically needed education effort, will bring into sharp focus the ongoing water supply crisis that is already impacting residents’ quality of life, economic growth, community health, and the environment, as well as risking California’s future. By raising awareness among California policymakers and thought leaders, Solve the Water Crisis Coalition will demonstrate the enormous water supply crisis and the urgency that requires bold and immediate State action to secure California’s future.”

The goal is to get information about various water projects needing to be implemented in the state to retain the value of the investments already made by the state on the State Water Project and Colorado River Aqueduct.

This will take significant effort of the water community, business, and agri-business. This effort takes funding.

KP Public Affairs ("KP") is a public affairs and lobbying firm well connected at the state and federal level. KP has provided a Program Outline of the effort proposed to work on creating awareness. The Coalition Program Outline is attached and proposes two phases, each six-months in duration. To fund KP and the Coalition efforts, a call has been made for \$15,000 contributions by interested parties. Attached is an email from Western Municipal Water District showing 21 agencies have already committed \$15,000 each and 26 additional agencies, are considering participation. Prior to the end of the first phase of work, the Coalitions' efforts and progress will be evaluated, and a second \$15,000 may be requested.

Staff is recommending the Board participate financially in this Coalition by contributing \$15,000. Although the District has historically met all demands using local groundwater, long-term the District will need access to imported water for water quality purposes. Investing in the process of educating policymakers is an industry endeavor to promote sound water policy decisions. The hope is policymakers will begin to fund improvements consistent with the current reality of water resources and build off past investments made by the state.

This \$15,000 was not included in the FY 2023 Budget and will require a budget amendment if the Board approves participation. Funding could come from District Water Fund Reserves.

RECOMMENDATION:

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

1. Amend the FY 2023 Budget to allocate \$15,000 of District Water Fund Reserves to a new line item in Water Fund Operating Expenses – Water Policy Advocacy
2. Sign Master Agreement with KP for Public Relations to Solve the Water Crisis Coalition
3. Pay Invoice 1025 in the amount of \$15,000 to Solve the Water Crisis in trust of KP

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

1. Executive Order N-7-22
2. KP Solve the Water Crisis Program Outline
3. Email dated June 20, 2022: Sarah MacDonald WMWD
4. KP Master Agreement
5. KP Invoice 1025

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

WHEREAS on April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a third consecutive year of dry conditions, resulting in continuing drought in all parts of the State; and

WHEREAS the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record; and

WHEREAS since my October 19, 2021 Proclamation, early rains in October and December 2021 gave way to the driest January and February in recorded history for the watersheds that provide much of California's water supply; and

WHEREAS the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS the two largest reservoirs of the Central Valley Project, which supplies water to farms and communities in the Central Valley and the Santa Clara Valley and provides critical cold-water habitat for salmon and other anadromous fish, have water storage levels that are approximately 1.1 million acre-feet below last year's low levels on this date; and

WHEREAS the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to 5 percent of requested supplies; and

WHEREAS delivery of water by bottle or truck is necessary to protect human safety and public health in those places where water supplies are disrupted; and

WHEREAS groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

WHEREAS coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code;

- b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and
- c. A requirement that each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, shortage response actions established by the Water Board, which shall take into consideration model actions that the Department of Water Resources shall develop for urban water supplier water shortage contingency planning for Level 2, by a date to be set by the Water Board.

To further conserve water and improve drought resiliency if the drought lasts beyond this year, I encourage urban water suppliers to conserve more than required by the emergency regulations described in this paragraph and to voluntarily activate more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

- 4. To promote water conservation, the Department of Water Resources shall consult with leaders in the commercial, industrial, and institutional sectors to develop strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining "non-functional turf" (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.
- 5. In order to maximize the efficient use of water and to preserve water supplies critical to human health and safety and the environment, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended, with respect to the directives in paragraphs 3 and 4 of this Order and any other projects and activities for the purpose of water conservation to the extent necessary to address the impacts of the drought, and any permits necessary to carry out such projects or activities. Entities that desire to conduct activities under this suspension, other than the directives in paragraphs 3 and 4 of this Order, shall first request that the Secretary of the Natural Resources Agency make a determination that the proposed activities are eligible to be conducted under this suspension. The Secretary shall use sound discretion in applying this Executive Order to ensure that the suspension serves the purpose of accelerating conservation projects that are necessary to address impacts of the drought, while at the same time

Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

- 10. To address household or small community drinking water shortages dependent upon groundwater wells that have failed due to drought conditions, the Department of Water Resources shall work with other state agencies to investigate expedited regulatory pathways to modify, repair, or reconstruct failed household or small community or public supply wells, while recognizing the need to ensure the sustainability of such wells as provided for in paragraph 9.
- 11. State agencies shall collaborate with tribes and federal, regional, and local agencies on actions related to promoting groundwater recharge and increasing storage.
- 12. To help advance groundwater recharge projects, and to demonstrate the feasibility of projects that can use available high water flows to recharge local groundwater while minimizing flood risks, the Water Board and Regional Water Quality Control Boards shall prioritize water right permits, water quality certifications, waste discharge requirements, and conditional waivers of waste discharge requirements to accelerate approvals for projects that enhance the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water right priorities and protections for fish and wildlife. For the purposes of carrying out this paragraph, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, and Chapter 3 (commencing with section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are hereby suspended to the extent necessary to address the impacts of the drought. This suspension applies to (a) any actions taken by state agencies, (b) any actions taken by local agencies where the state agency with primary responsibility for the implementation of the directives concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b). The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
- 13. With respect to recharge projects under either Flood-Managed Aquifer Recharge or the Department of Water Resources Sustainable



SOLVE THE WATER CRISIS

ACT NOW TO SECURE CALIFORNIA'S FUTURE.

CLIMATE CHANGE IS NOW.



Unpredictable weather. Multi-year drought. Dwindling snowpack. Vanishing runoff. Intense atmospheric rivers. Increased flood risks. Extreme heat and catastrophic wildfires. Conditions Californians know all-too-well. What California policymakers and their constituents do not know well is that California is in the middle of a severe water supply crisis. This existential threat to California's future economic stability, security, and growth, as well as its environmental legacy, has been exacerbated by insufficient State investment in infrastructure and regulatory logjams resulting in the acceleration of reduced water supply reliability. The trajectory of this crisis must be reversed. California's future hangs in the balance.

Solve the Water Crisis Coalition, through a critically needed education effort, will bring into sharp focus the ongoing water supply crisis that is already impacting residents' quality of life, economic growth, community health, and the environment, as well as risking California's future. By raising awareness among California policymakers and thought leaders, Solve the Water Crisis Coalition will demonstrate the enormous water supply crisis and the urgency that requires bold and immediate State action to secure California's future.

OUR MISSION



SOLVE THE WATER CRISIS COALITION WILL

1

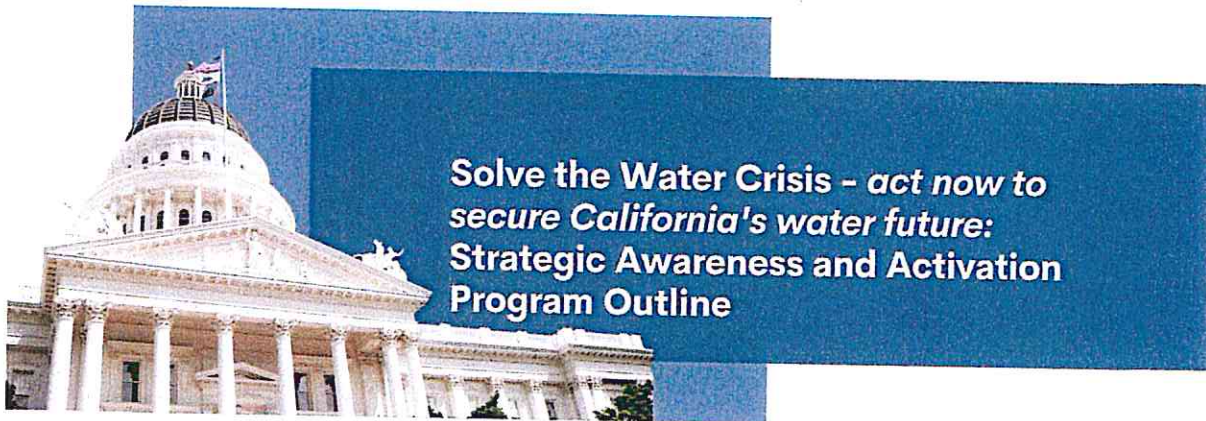
Elevate water as a crisis that is already here; educate leaders that this crisis must be addressed immediately to protect California's future.

2

Prioritize California legislators, regulators, and the Newsom Administration as our key audience.

3

Critically demonstrate to key audiences the need for comprehensive, long-term investments, improved science, and regulatory reforms to increase water supply and supply reliability for California.



Organization and Structure

KP will immediately work with individual water agencies to form the Solve the Water Crisis coalition and establish the following organizational and structural elements:

1. **Coalition Board:** made up all paying members; will receive regular updates and meet monthly to assess progress and discuss strategy.
2. **Steering Committee:** made up of 7 – 10 general managers representing each California region; will guide strategy and provide input on collateral development. This group will be highly engaged, meeting weekly and supporting Coalition Board communication.
3. **Coalition Partners:** made up of the various non-paying stakeholders and supporters who join our effort to engage in message and material dissemination as a third-party Solve the Water Crisis member; will be kept up to date through regular coalition communications.
4. **Working Groups:** as specific issue areas or items that may need attention from a smaller group arise, working groups will be developed to focus on the issue at hand.
5. **Funding:** each participating agency will contribute an up-front payment of \$15,000 to cover the first phase of the program. Once phase one is completed, a comprehensive evaluation will be conducted to determine effectiveness of phase one and determine next steps for phase two. If we proceed with phase two, a second installment of \$15,000 will be requested from participating members for the remainder of the program implementation. Phase one will be April through September, and phase two will be October to March 2023.
6. **Contract Management:** KP will hold all contributions in trust for the Solve the Water Crisis Coalition and will invoice for services against this amount and pay expenses approved by the Steering Committee.

Coalition Mission

Solve the Water Crisis Coalition, through a critically needed education effort, will bring into sharp focus the ongoing water supply crisis that is already impacting residents' quality of life, economic growth, community health, and the environment, as well as risking California's future. By raising awareness among California policymakers and thought leaders, Solve the Water Crisis Coalition will demonstrate the enormous water supply crisis and the urgency that requires bold and immediate State action to secure California's future.

Water Agency Recruitment

KP will immediately work with the Steering Committee on developing key documents to support initial recruitment efforts of other water agencies to join the Coalition Board. Recruitment toolkit will include:

1. Program PowerPoint
2. Q and A
3. One Pager

Strategy

Solve the Water Crisis will focus on implementing three strategies to achieve our education and awareness objectives, initial strategies include:

1. Elevate water as a crisis that is already here and that needs to be addressed immediately.
 - Give the process a “jolt” and provide justification for why now is the time for urgent action.
 - Illustrate the devastating impacts on commercial and industrial water customers on the horizon could motivate business groups more meaningfully than ever before.
 - Present the threat to the California economy as demonstrated in recent studies.
 - Demonstrate the negative impacts that lack of water will have on California residents and their lifestyles.
 - Highlight the environmental consequences of failing to invest in restoration and new infrastructure – water crisis threatens fish, wildlife, and habitat.
2. Make the water crisis relevant to the specific conditions in regions and districts throughout the state – build the narrative of lost jobs and opportunities and decreased lifestyle of Californians without a secure and reliable water supply.
 - Rather than debate the specifics, shift the debate to failed state policies emphasizing the state’s responsibility to fix the problem.
 - Create an approach that is tailored to legislators, outlining the specific water conditions and impact in their districts.
 - Promote water investments as a key climate adaptation strategy for every region – need to address extreme heat and fire risks.
3. Educate the legislature and state officials about CA’s deteriorating water supply and the benefits of a comprehensive, long-term solution that results in more water.
 - Work with community allies to provide information to decision-makers that describes the impact of California’s failing water system in their region.
 - Create water events at the Capitol that demonstrate the dire nature of the state’s water supply system.

Solutions

Solve the Water Crisis will educate key audiences about the need for solutions to the address the state’s water supply and reliability issues. To conform to the rules regarding education efforts, this program will focus on the water supply crisis and the potential solutions but refrain from organizing public support for any policy solution. This program will focus on developing and elevating public awareness and support for

solutions, urging the Governor, Legislature, and State Agencies to provide a water action plan that will meet present and future needs of the state. The solutions that will be presented include the following:

1. Surface and groundwater storage
2. Inter-regional and local conveyance
3. Creative regulatory solutions, such as the voluntary agreements
4. Investments in local water infrastructure, such as groundwater recharge, desalination, and recycling

Audience

This effort is not intended to focus on the general public. Solve the Water Crisis will prioritize legislators, the Newsom Administration, and state regulators as our key audience. We will also identify subgroups within this audience to further support our efforts including water champions, legislative leadership, and water and budget committees.

Preliminary Messaging

Initial message tracks include:

1. State is facing a water supply crisis that will impact all parts of the economy, every region in the state, and all Californians.
 - The current water system was not built for current conditions.
 - The climate has changed, the population has doubled, but we continue to approach water supply and water policy as if neither has happened. These changes are evidenced by:
 - 0 Reduced and less productive snowpack,
 - 0 Large water runoff events,
 - 0 Loss of stored water and hydro power,
 - 0 Water supply shortage on farms and in cities, and
 - 0 Extreme heat and wildfires
 - This water crisis will have an impact on the quality of life for Californians across the state.
 - The ripple effect of California's water crisis will have negative economic and environmental implications.
2. The current water crisis is due to antiquated state water policies and inadequate investments in large projects.
 - Local water agencies have done everything they can and have taken significant measures on recycling, conservation, and other measures to operate more efficiently under these conditions, while the state has taken few meaningful steps to solving the problem and implementing a solution.
 - The credibility of state government rests on the ability to provide a more secure water future by building new infrastructure such as new supply sources, storage, interties and conveyance, and habitat projects; and providing regulatory clarity to maintain a dependable and reliable water supply.
 - State policymakers must act now to secure a water supply future for the state and future generations.
 - "The politics of water became ossified – multiple interests fighting over shares of the current supply, which has become even less predictable due to climate change, and politicians going AWOL, seeing it as a no-win political quagmire." (Dan Walters)

3. Lack of progress in building an adequate water system will leave the next generation in a perilous condition.
 - The public wants a solution to the water supply crisis.
 - "California faces serious challenges around water—and the ground is shifting beneath our feet." (PPIC)

Refinement of Program

As Solve the Water Crisis ramps up in its initial weeks, we will work with Steering Committee members to refine key driving elements and principals of our effort, including:

1. Mission,
2. Strategy,
3. Messages, and
4. Creative.

Research

With the significant amount of research already in the public domain on this issue, KP will work to conduct a comprehensive audit of existing research to further understand our areas of strength and vulnerabilities, allowing us to repurpose compelling documents and messengers that further support our arguments and overall effort. This will also include an assessment of our opponents messaging.

Materials

We will develop key materials that will be used throughout our effort and will be critical in Solve the Water Crisis coalition building, media engagement, and education of various stakeholders. Initial materials will include:

1. Fact sheet educating on current problem, the ongoing crisis, and identified coalition solutions.
2. Infographic demonstrating why the issue is real now and different from before.
3. What Others are Saying (experts doc).
4. Fact sheet discussing/demonstrating everything water agencies have done and measures taken under dire conditions to help solve the problem, while the state has done little.
5. Regional fact sheets on local impact of water shortages.

Coordination with Water Agencies

KP will work with participating water agency leadership to develop the most effective program for their service area, utilizing the materials developed and working with the individual water agencies to develop specialized materials. KP will also work with participating water agencies on outreach to media, potential coalition members, local elected officials, and other key stakeholders.

Coalition Building

While our effort is positioned to have initial broad support from over 20 water agencies across the state, the effectiveness of Solve the Water Crisis will hinge on widespread and diverse support from a number of industries, organizations, and individuals across California. Mobilizing our Solve the Water Crisis coalition partners will be a critical element to building a solid foundation of allies who we can tap into for support and further dissemination of messages and materials. Coalition building efforts will include:

1. Development of comprehensive outreach list, initial groups include:

- Ag,
 - Business Chambers,
 - Builders,
 - Local Water Agencies, both urban and agricultural,
 - Labor,
 - Tourism,
 - Recreation,
 - Local Govt, and
 - Local Elected Officials.
2. Development of outreach email and Solve the Water Crisis coalition toolkit including Solve the Water Crisis materials and easily actionable items for allies to act quickly and seamlessly.
 3. Coordination with water agencies on local Solve the Water Crisis coalition outreach.
 4. Spokesperson identification.
 5. Development of speaker's bureau.
 6. Repurpose media wins with allies to amplify messages and reach.
 7. Frequent communications to Solve the Water Crisis coalition members to share updates, key developments, opportunities, and calls to action.

Regional Program

To further support our Solve the Water Crisis coalition building activities and personalize water supply issues, we will incorporate a regional element into our stakeholder education and engagement efforts. This will be critical to generate interest from state legislators at home in their districts, identifying key issues that their constituents care about and will be impacted by, further elevating the issue up to the State Capitol and among water stakeholders. Regional program activities will include:

1. Identification of key impacted regions,
2. Identification of regionalized impacts,
3. Identification of target legislative districts,
4. Tailored materials for these regions, reinforcing our message tracks but highlighting regionalized impacts, and
5. Conduct regional briefings with local chambers, business groups, LEOs, etc.

Media

Since this effort is not focused on the general public, media will be one of our most critical means to reach our Capitol audience. Elevating this issue with media will be key to achieving a level of awareness that will employ policymakers to act on solutions. Media activities will include:

1. Conduct a media audit to better understand the media landscape around this issue and identify who is reporting on it further informing where we may have opportunities to pitch stories or place opinion pieces.
2. Identification of media outlets and target journalists that we will target including but not limited to:
 - Water reporters,
 - Ag reporters,
 - Business reporters,
 - Political reporters,
 - Ed boards,
 - Community newspapers,
 - Major dailies, and

- Trade publications of impacted sectors.
- 3. Draft and distribute press release announcing Solve the Water Crisis effort.
- 4. Development of media background/briefing materials.
- 5. Conduct reporter briefings and backgrounders.
- 6. Conduct editorial board meetings.
- 7. Hold Capitol press conference once we reach critical mass of Solve the Water Crisis coalition support, timed with the legislative calendar.
- 8. Pitch journalists on local impacts and statewide impacts to secure favorable local and statewide media coverage.
- 9. Draft and place opinion pieces by water agencies and allies.
- 10. Disseminate published op-eds to state legislators, Newsom Administration, and state regulators.

Website

KP will create a Solve the Water Crisis website that will house all Solve the Water Crisis materials, media wins, favorable news stories, and information on how to get involved in the effort. Website development will include SEO to ensure we are being seen and found by the right audience.

Social Media

Social media will be a great supplement to the activities discussed above. We will utilize social to further engage our allies, encourage them to share and engage on their platforms, and amplify our media and coalition building activities. Social media activities will include:

1. Establishment of social platforms, including research to determine most appropriate social channels for our effort,
2. Development and implementation of social media calendar and graphics, and
3. Repurposing media wins, Solve the Water Crisis coalition activities, and newsworthy items.

Tracking and Measurement

To ensure our effort is meeting the objectives and successful levels of effectiveness, we will implement tracking and measurement elements throughout the program, including:

1. Weekly 1 hour check in meetings with the Steering Committee to discuss developments, opportunities, and adjustments to strategy,
2. Monthly meetings with the Coalition Board to provide effort updates,
3. Monthly written report to all Coalition Board members,
4. Frequent communications to Steering Committee and Coalition Board to share updates, key communications, developments, etc.,
5. 3-month evaluation and written update of effort's progress, recommended adjustments,
6. 6-month evaluation and written update of effort's progress, recommended adjustments,
7. 9-month evaluation and written update of effort's progress, recommended adjustments, and
8. 1-year report summarizing effort's outcomes, recommendations for next steps.

Timeline

While some activities may get shifted depending on unanticipated opportunities or challenges, the attached timeline coincides with all the activities discussed above for phase one.

Phase One Budget

Budget Item	Cost
Management and execution fee <ul style="list-style-type: none"> • KP Public Affairs (All aspects of education campaign including material development, media relations, coalition activities, social and digital media) – (\$22,000 per month) • Ethnic and regional media and outreach firms – (\$17,000 per month) 	\$39,000 per month
Social media ad budget	\$30,000
Video services	\$5,000
Travel, capitol events, and production costs	\$6,000
Total budget	\$275,000 ***If 20 agencies contribute, the cost per agency would be \$15,000 for phase one of the program.

ACTIVITY: Phase One	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022
Organization/Structure							
Establish Coalition Board, Steering Committee, Working Groups							
Refinement							
Program, goals, mission, strategy, messages, creative							
Water Agency Recruitment							
Develop toolkit including letter from Steering Committee, deck, Q and A							
Engagement of water agency boards							
Research							
Conduct audit of existing research, including opposition							
Messaging							
Develop key message tracks							
Initial Materials							
Development of key materials including: 1. Fact sheet educating on current problem, the crisis, and identified coalition solutions. 2. Infographic demonstrating why issue is real now and different from before 3. What Others are Saying (experts doc) 4. Fact sheet discussing/demonstrating everything water agencies have done and measures taken under dire conditions to help solve the problem, while the state has done little							

Coalition Building

Development of comprehensive outreach list including but not limited to ag, business chambers, builders, labor, tourism, recreation, local government, and LEOs							
Create package of outreach materials and engagement toolkit with actionable items							
Spokesperson identification							
Establish speaker's bureau							
Coordinate with water agencies on outreach							
Conduct statewide outreach to generate support							
Repurpose media wins with allies to amplify messages and reach							
Frequent communications to coalition to share updates, key developments, opportunities, calls to action							

Regional Program

Identify key impacted regions, including allies within these regions							
Coordinate with water agencies on regional targets							
Tailor materials for these groups							
Identify target legislative districts							
Conduct regional briefings with local chambers, business groups, LEOs, etc.							
Conduct targeted regional outreach to generate support							

Media

Conduct media audit							
Identify media targets							
Development of media backgrounder/briefing materials							
Draft and distribute press release announcing effort							
Conduct reporter/ed board briefings, and story pitching to targeted outlets including community newspapers, major dailies, political outlets, water, and trade publications							

Draft and place op-eds authored by allies							
Disseminate published op-eds to Sacramento legislators, Administration, and regulators							
Hold Sacramento press conference with water agencies and allies							
Website							
Develop campaign website							
Populate website with materials							
Publish media wins, videos, news articles, coalition developments							
Social							
Establish social platforms							
Develop and implement social media calendar and graphics							
Tracking and Measurement							
Weekly 1 hour check in meetings with Steering Committee to discuss developments, opportunities, adjustments to strategy							
Frequent communications to Steering Committee and Coalition Board to share updates, key communications, developments, etc.							
Monthly 1 hour check in meetings with Coalition Board to provide effort updates							
Monthly written report to Coalition Board members							
3-month evaluation and written update of effort's progress, recommended adjustments							
6-month evaluation and written update of effort's progress, recommended adjustments							
Create Phase One report summarizing effort's outcomes and effectiveness, recommendations for next steps							

Jeff Sims

From: Sarah Macdonald <smacdonald@wmwd.com>
Sent: Monday, June 20, 2022 5:56 PM
To: Jeff Sims
Cc: Craig Miller
Subject: Re: Water Crisis Coalition

Hi Jeff,

Interested Members: 47 agencies (in process of working with their Board)

Confirmed Members: 21 agencies

- Camrosa Water District
- City of Corona
- Coachella Valley Water District
- East Valley Water District
- El Dorado County Water Agency
- Eastern Municipal Water District
- Elsinore Valley Water District
- Inland Empire Utilities Agency
- Irvine Ranch Water District
- Jurupa Community Services District
- Las Virgenes Municipal Water District
- Mesa Water District
- Olivenhain Water District
- Rancho California Water District
- San Bernardino Valley Municipal Water District
- San Juan Water District
- Temescal Valley Water District
- Three Valleys Municipal Water District
- Turlock Irrigation District
- Valley Center Municipal Water District
- Western Municipal Water District

Collaborators

- ACWA
- CMUA
- SCWC

Let me know what else you need to get this across the finish line.

-Sarah

From: Jeff Sims <jsims@rcsd.org>
Date: Monday, June 20, 2022 at 2:55 PM
To: Sarah Macdonald <smacdonald@wmwd.com>
Cc: Craig Miller <CMiller@wmwd.com>
Subject: Water Crisis Coalition

Hi Sarah,

March 30, 2022

Solve the Water Crisis Coalition

RE: Master Agreement for Public Relations Services to Solve the Water Crisis Coalition

Dear Coalition Board Member:

We are pleased to propose in this letter an agreement for KP Public Affairs, (hereafter "KP"), to represent the Solve the Water Crisis Coalition (hereafter "SWC"), on a public relations effort relating to California water supply. KP will represent SWC in its public relations efforts to bring state awareness to the water supply crisis, the present and future impacts of the problem and broad potential solutions.

We look forward to collaborating with you and the steering committee representing the coalition members. We believe that candid communication is essential, and we welcome any suggestions you may have at any time as to how we might be of better service.

Mike Burns will have the principal responsibility for the SWC effort and Jenny Dudikoff will manage the day-to-day work with a designated team of KP professionals and consultants who will fulfill the duties and perform PR activities. Ed Manning will be a strategic advisor to the PR team.

KP will be available for consultation during normal working hours and ask that the appropriate representatives of SWC be reasonably available to confer with me as needed. We will also be available as needed outside normal working hours and will provide our contact information to the steering committee and coalition members.

1. Term. This agreement will be effective upon your execution on behalf of SWC on the signature line at the end of this letter, to take effect upon April 1, 2022. This agreement will extend through September 30, 2022, unless terminated earlier as provided in Paragraph 8 below. At the end of this contract, KP will work with SWC to evaluate your needs and develop a plan for moving forward with continued public relations services that may be warranted at that time.

2. Services. KP will provide SWC with the services outlined in the attached Scope of Work.

3. Fees. In consideration of the services to be provided by KP, SWC coalition members will each pay to KP \$15,000 up front for the term of the agreement. The funds collected by KP will be used according to the attached budget. KP will provide a monthly invoice for our fees for approval by the steering committee and payment thereof is expected within 30 days of receipt of the invoice.

4. Expenses. KP will be entitled to reimbursement of all SWC requested and approved direct travel expenses related to performance of this agreement. KP will be entitled to reimbursement of other expenses related to performance of this agreement as may become

necessary or advisable from time to time upon the prior approval of SWC for expenses over \$500. This may include program-related expenses such as a mailing, travel, graphic design, or printing. KP will provide monthly invoice for these expenses each month for approval by the steering committee.

5. Excessive Workload. Both parties acknowledge that the amount and degree of difficulty of the work for which KP is responsible hereunder is impossible to quantify in advance. SWC will receive written notification from KP in advance of incurring charges for extraordinary work burdens or KP time or resource commitments greater than anticipated. It is therefore expressly understood that if KP notifies SWC that extraordinary work burdens are being or will be encountered requiring commitment by KP of time and resources much greater than anticipated, KP and SWC will diligently, in good faith, discuss the excessive work burdens and devise an amicable resolution that may include renegotiation of this agreement to better reflect the circumstances then known. Such renegotiation may result in an increase or decrease in the scope of the work assignment, or the fee to be paid for that work assignment.

6. Confidentiality. If a party to this agreement provides information or materials indicated to be confidential to the other party, the receiving party will maintain the confidentiality of such matters, and not disclose any such matters except in the proper performance of this agreement and with the concurrence of the other party.

7. Conflicts of Interest. KP has reviewed its current SWC list and has concluded that there are no conflicts of interest with current SWC coalition members. KP is sensitive to issues posing a real or perceived conflict of interest. If a conflict is suspected or becomes apparent either to KP or to SWC coalition members, the discovering party will immediately inform the other, and discussions will immediately ensue with the purpose of resolving the issue of conflict.

8. Termination. SWC Coalition may terminate this agreement upon at least 30 days written notice to KP without cause, or immediately on written notice for cause. In the event of such termination fees and expenses accrued as of such termination date shall be immediately due and payable, but SWC shall have no responsibility for any fees or expenses accruing after termination. Any remaining unspent funds will be reimbursed to SWC members on a pro rata basis.

9. General Agreement Provisions. This agreement sets forth the entirety of the understanding between KP and SWC. Any revisions or amendments hereto are effective only when confirmed by both parties in writing. Any contemplated notices must be in writing and properly mailed, faxed, or emailed to the other party. In the event of any legal action related to this agreement, the prevailing party will be entitled to an award of its court costs and reasonable attorney's fees. This agreement is not assignable by either party without the consent of the other party. KP agrees not to delegate any of its obligations hereunder without prior consent. Each party agrees to provide the other party with such drafts, documents or other materials as may reasonably be thought to be necessary or advisable to facilitate the objectives of this agreement.

Please execute a copy of this agreement where appropriate and return one copy to us.
We look forward to working with you and other SWC coalition members to accomplish your goals.

Sincerely,

Michael Burns
for KP Public Affairs

Ed Manning
for KP Public Affairs

SWC Coalition Board Member hereby agrees to retain KP Public Affairs on the terms and conditions set forth in this letter.

Name

Title

Date

Solve the Water Crisis

In the Trust of KP Public Affairs
621 Capitol Mall, Suite 1900
Sacramento, CA 95814

Invoice

Date	Invoice #
4/15/2022	1025

Bill To

Rubidoux Community Services
District
Jeff Sims P.E., General Manager
jsims@rcsd.org

Description	Amount
Solve the Water Crisis Coalition Membership Fees	15,000.00
Make Checks Payable to KP Public Affairs LLC Billing Info:sreynolds@ka-pow.com	Total \$15,000.00

TIN 20-0459811

10. **PUBLIC HEARING** – CONSIDER ADOPTION OF RESOLUTION NO.
2022-892, A RESOLUTION WHICH AMENDS THE DISTRICT'S
STANDARD CONFLICT OF INTEREST CODE:

DM 2022-60

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 2022-60

July 7, 2022

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Adoption of Resolution No. 2022-892, A Resolution Which Amends the District's Standard Conflict of Interest Code

BACKGROUND:

In 1990, the Rubidoux Community Services District (District) adopted Resolution No. 604 which designated District employees, agents and consultants who could make recommendations or participate in the decision-making process regarding District projects which may have a material effect on financial interests. In 2004, staff reviewed Resolution No. 604 and revised the designation to reflect current employee titles, agents and consultants. In addition, the District adopted the Fair Political Practices Commission Standard Conflict of Interest Code with Resolution No. 742. Staff last amended the District's Conflict of Interest Code and updated its Designated Employees and Categories List in 2020.

Pursuant to the Political Reform Act, every local government agency is required to review its conflict-of-interest code biennially. A conflict-of-interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700). The Fair Political Practices Commission considers the following changes to the District since 2020 as a need to update its conflict-of-interest code:

1. Positions have been eliminated or re-named. Since 2020, the District's Operations/Facilities Manager was renamed to the Director of Operations, aligning the positions title with other departments.

Based upon the changes noted above, staff has amended its conflict-of-interest code to reflect current employee titles. Those revisions are reflected in Appendix "A" of Resolution No. 2022-892.

RECOMMENDATION:

Staff recommends adoption of Resolution No. 2022-892, A Resolution Which Amends the District's Standard Conflict of Interest Code. Further, the adoption of Resolution No. 2022-892 will supersede Resolution No. 2020-871.

Respectfully, .



JEFFREY D. SIMS, P. E.
General Manager

Attach: Fair Political Practices Commission Biennial Notice Instructions
2022 Local Agency Biennial Notice
Resolution No. 2022-892 with attachments

2022 Conflict of Interest Code Biennial Notice Instructions for Local Agencies

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

By July 1, 2022: The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

By October 3, 2022: The biennial notice must be filed with the agency's code reviewing body.

The FPPC has prepared a 2022 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in **more than one county** and will contact them.

The Local Agency Biennial Notice is not forwarded to the FPPC.

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

If you answer yes, to any of the questions below, your agency's code probably needs to be amended.

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions or are still not sure if you should amend your agency's conflict of interest code, please contact the FPPC. Additional information including an online webinar regarding how to amend a conflict of interest code is available on [FPPC's website](https://www.fppc.ca.gov).

2022 Local Agency Biennial Notice

Name of Agency: Rubidoux Community Services District

Mailing Address: 3590 Rubidoux Blvd., Jurupa Valley, CA 92509

Contact Person: Brian Laddusaw Phone No. 951-684-7580

Email: bladdusaw@rcsd.org

Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☒ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☐ Include new positions
- ☐ Revise disclosure categories
- ☒ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (*describe*) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

RESOLUTION NO. 2022-892

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
RUBIDOUX COMMUNITY SERVICES DISTRICT
AMENDING THE STANDARD CONFLICT OF INTEREST CODE**

WHEREAS, the Fair Political Practices Commission has adopted a Standard Conflict of Interest Code pursuant to the provisions of Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 81000 et seq. and Section 18730 thereof; and

WHEREAS, in order to update the Conflict of Interest Code for the Rubidoux Community Services District it is necessary to adopt the Standard Conflict of Interest Code; and

WHEREAS, it is further necessary to adopt certain categories of designated employees pursuant to said Standard Conflict of Interest Code.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the foregoing Recitals are true and correct.
2. That the Fair Political Practices Commission Standard Conflict of Interest Code, attached hereto as Appendix "A", is hereby adopted as it may be amended from time to time by the Fair Political Practices Commission.
3. Appendix "A" to said Standard Conflict of Interest Code, designating employees and disclosure of categories is also hereby adopted.
4. That this resolution supercedes Resolution No. 2020-871 in its entirety.

APPROVED AND ADOPTED this 7th day of July, 2022 at the regular meeting of the Board of Directors of the Rubidoux Community Services District, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Hank Trueba, Jr., President
Rubidoux Community Services District

(Seal)

ATTEST:

Jeffrey D. Sims
General Manager

APPROVED AS TO FORM AND CONTENT:

John R. Harper
District Counsel

APPENDIX "A"

DESIGNATED EMPLOYEES AND CATEGORIES

"Designated Employees" shall include positions currently approved in Fiscal Year 2022/2023 budget by the Board of Directors which make recommendations or participate in the decision-making process regarding District affairs which may foreseeably have a material effect on financial interests.

For the purpose of identifying "Designated Employees" of the District, it shall mean those individuals employed in the identified positions or consultants that provide services in the following areas:

Employee Positions

Secretary-General Manager
Assistant General Manager
Director of Finance and
Administration
Director of Engineering
Director of Operations

Consultant Services

Legal
Engineering
Labor Relations
Financial

Such individuals shall disclose financial interests within the geographical jurisdiction of Rubidoux Community Services District in the following categories:

- Any ownership or economic interest in secured property.
- Any ownership or economic interest in business located within the geographical jurisdiction of Rubidoux Community Services District.
- Any ownership or economic interest in business geographically lying outside the jurisdiction of Rubidoux Community Services District that provides or may provide services or products within the geographical jurisdiction of Rubidoux Community Services District.

Manner of reporting such disclosures shall be in accordance with Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations as outlined in Section 7 on Page 5 of subject Appendix "A" hereto.

Any Designated Employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code Section 83114.

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories

are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$500.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$500 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected

officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of \$100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action.

Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The

fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).
Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations.

Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

11. CONSIDER REIMBURSEMENT AGREEMENT WITH DEVELOPERS OF
THE AGUA MANSA COMMERCE PARK FOR ADDED FIRE FLOW
COSTS:

DM 2022-61

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 2022-61

July 7, 2022

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Reimbursement Agreement with Agua Mansa Commerce Predev., LLC For Added Fire Flow Costs

BACKGROUND:

Agua Mansa Commerce Predev., LLC is developing a project within Rubidoux Community Services District's ("District") service area called the Agua Mansa Commerce Park ("Project"). The Project encompasses 201.96 acres in the northerly portion of the District on the east side of Rubidoux Blvd. at El Rivino Road. Planned land uses in the Project include warehouse/logistic with buildings up to 1.5 MSF. The current Project Site Development Plan is attached. Due to the size of the buildings, County Fire has conditioned the Project with a fire flow requirement of 4,000 gallons per minute ("gpm") for a 4-hour duration, equating to a total fire storage requirement of 960,000 gallons.

The District's 2015 Water Master Plan was used to size facilities and develop necessary Water Capacity Fees was based in part on a fire flow requirement of 5,000 gpm for a 2-hour duration, equating to a total fire storage requirement of 600,000 gallons.

The Project fire storage requirement of 960,000 gallons is 360,000 gallons greater than the fire storage volume of 600,000 gallons included in the District's Water Master Plan. As an alternative to requiring the Project build 360,000 gallons of added storage to proceed, staff confirmed that on a temporary basis the District could meet the higher fire flow requirement using existing District facilities. The analysis determined between existing storage and well production, the District can accommodate the higher fire flow requirement until added storage is built.

In the 2022 Water Master Plan update, the additional 360,000 gallons of storage has been included into the overall storage requirements the District will need for ultimate buildout in the 1066' Pressure Zone ("PZ"). Using cost estimates from the 2022 Water Master Plan update, the cost for 360,000 gallons of storage is

\$428,993. This represents a proportionate share of the \$10.13 M estimated to fund 8.5 MG of future storage master planned for the 1066' PZ at buildout.

The 2022 Water Master Plan indicates there is 664 acres within the 1066' PZ anticipated by the City of Jurupa Valley to be developed as future industrial and/or business park land use. The Project's area of 201.96 acres is part of this. It is unknown how many other projects will be built on the remaining acreage in the 1066' PZ or need the higher fire flow requirement. With this Project being the first to require a higher fire flow requirement, the District will on a temporary basis allow the Project to benefit from existing surplus system capacity provided:

1. Agua Mansa Commerce Predev., LLC pay the District the entire cost for the added storage to meet the higher fire flow requirement, \$428,993.
2. Agua Mansa Commerce Predev., LLC recognizing its' proportionate share of the total cost for added storage to meet the higher fire flow would be \$130,466.16 if all 664 acres of lands within the 1066' PZ anticipated by the City of Jurupa Valley is developed as future industrial and/or business park land use and conditioned with the higher fire flow requirement.
3. Agua Mansa Commerce Predev., LLC agrees it is eligible for a ten-year period to receive reimbursement from funds up to \$298,526.84 collected by the District from other developers in the 1066's PZ benefitting from added storage to meet the higher fire flow.

The attached Fire Flow Facilities Reimbursement Agreement ("Agreement") memorializes the terms and understandings regarding payments Agua Mansa Commerce Predev., LLC makes to the District for temporary use of existing District facilities to meet the higher fire flow requirement, and subsequent potential reimbursement.

Staff and District Counsel have coordinated with Agua Mansa Commerce Predev., LLC in the development of the attached Agreement and recommend the Board of Directors consider its approval.

RECOMMENDATION:

Staff recommends the Board of Directors consider authorizing the General Manager to sign the agreement entitled – "Fire Flow Facilities Reimbursement Agreement."

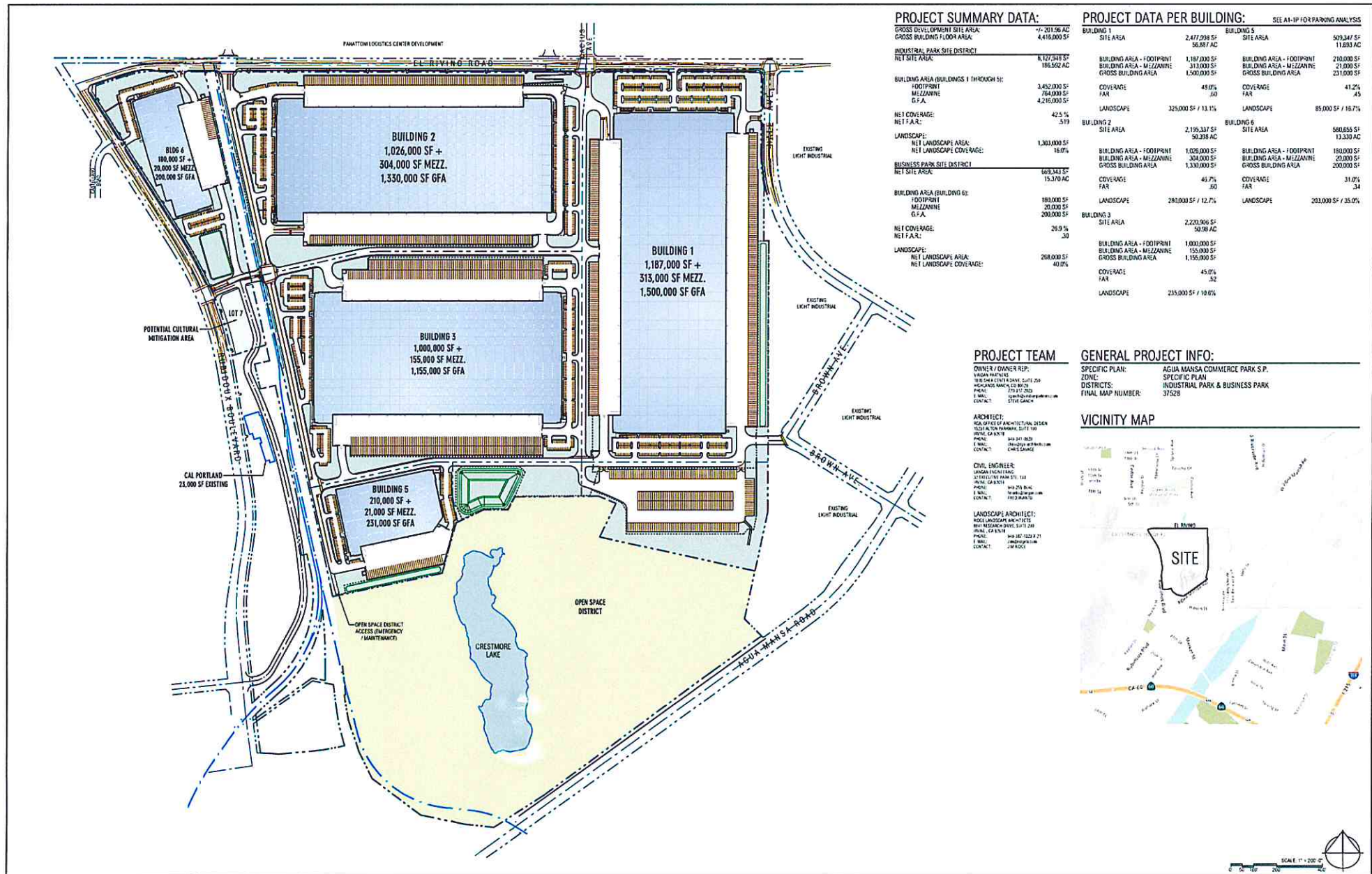
Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

1. Project Site Development Plan
2. Fire Flow Facilities Reimbursement Agreement



AGUA MANSA COMMERCE PARK

JURUPA VALLEY, CA

SITE DEVELOPMENT PLAN - OVERALL

NO.	DATE	DESCRIPTION
1	10/20/10	DESIGN DEVELOPMENT
2	11/10/10	SCHEMATIC DESIGN
3	12/10/10	PRELIMINARY DESIGN
4	01/11/11	FINAL DESIGN
5	02/11/11	CONSTRUCTION PERMITS
6	03/11/11	CONSTRUCTION
7	04/11/11	CONSTRUCTION
8	05/11/11	CONSTRUCTION
9	06/11/11	CONSTRUCTION
10	07/11/11	CONSTRUCTION
11	08/11/11	CONSTRUCTION
12	09/11/11	CONSTRUCTION
13	10/11/11	CONSTRUCTION
14	11/11/11	CONSTRUCTION
15	12/11/11	CONSTRUCTION
16	01/12/12	CONSTRUCTION
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100	01/19/19	CONSTRUCTION

NO.	DATE	DESCRIPTION
1	10/20/10	DESIGN DEVELOPMENT
2	11/10/10	SCHEMATIC DESIGN
3	12/10/10	PRELIMINARY DESIGN
4	01/11/11	FINAL DESIGN
5	02/11/11	CONSTRUCTION PERMITS
6	03/11/11	CONSTRUCTION
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A1-0-P

**FIRE FLOW FACILITIES
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is hereby made by and between the Rubidoux Community Services District, a California community services district (hereinafter “District”) and Agua Mansa Commerce Predev., LLC, (hereinafter “Developer”), as follows:

RECITALS

- A. Pursuant to the requirements of the Riverside County Fire Department as set forth in the conditions of approval for the Agua Mansa Commerce Park (hereinafter “AMCP”) project, a fire flow requirement of 4,000 GPM for a 4-hour duration is required for the project: and
- B. The District’s current 2015 Water Master Plan and Water Capacity Fees were developed based upon a maximum fire flow of 5,000 GPM for a 2-hour duration period: and
- C. The difference between the conditioned fire flow for AMCP and the maximum fire flow planned for in the District 2015 Water Master Plan results in the need for 360,000 gallons of additional storage in the District’s 1066’ pressure zone to meet the fire flow requirement for AMCP; and
- D. While the District can, on a temporary basis, meet the higher fire flow requirement with use of existing pumping and available storage, the additional 360,000 gallons of fire flow tank storage will need to be included in future storage tanks; and
- E. The District adopted its 2022 Water Master Plan and estimates a total of 8.5 MG of a new storage will be required in the District’s 1066’ PZ including the additional 360,000 gallons needed to meet the increased fire flow storage requirements of AMCP. The estimated cost for 8.5 MG of new storage is \$10,129,000 and this cost will be included in a future District Fee Nexus Report to support updated Water Capacity Fees which will be subject to notice and public hearing requirements consistent with Proposition 218: and
- F. The District’s current Water Capacity Fees do not include costs associated with the additional fire flow storage requirements needed by AMCP; and

- G. AMCP desires to receive the benefit of the District's temporary ability to provide the conditioned higher fire flow requirement and to pay its proportionate share of the cost for the necessary 360,000 gallons of storage in the 1066' PZ to meet the higher fire flow storage requirements which will be built in the future using collected Water Capacity Fees; and
- H. Based on a total cost of \$10,129,000 for the planned 8.5 MG of future storage capacity in the District's 1066' PZ, the cost for 360,000 gallons needed to meet the higher fire flow requirement is \$428,993; and
- I. The current estimated total of undeveloped acreage in the 1066' pressure zone designated as potential future industrial and/or business park land uses is 664 acres of which AMCP comprises 201.96 acres. Dividing the cost for 360,000 gallons of storage needed to meet the higher fire flow requirement (\$428,993) by the total undeveloped acreage that may benefit from the added higher fire flow storage (664 acres) the unit fire flow surcharge is \$646/acre; and
- J. At this point in time there is no certainty how much of the undeveloped acreage in the 1066' PZ designated as potential future industrial and/or commercial will be conditioned with the higher fire flow requirement; and
- K. To meet the required fire flow increased storage for AMCP the complete facilities must eventually be constructed and AMCP proposes to pay the District the entire cost of \$428,993 for 360,000 gallons of added fire flow storage. This payment is made subject to reimbursement by the District as the District collects flow surcharges from developers of future developments conditioned with the higher fire flow requirement and the purpose of this agreement is to memorialize the reimbursement terms and conditions between Developer and the District.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

SECTION 1: The foregoing Recitals are true, correct, and included as if set forth hereat.

SECTION 2: Developer agrees to pay to District the amount of \$428,993.00.

SECTION 3: The parties agree the Developer's proportionate share of the added storage is \$130,466.16 if all the properties within the fire flow pressure zone develop with the higher flow requirement of 4,000 GPM for a 4-hour duration.

SECTION 4: District agrees to reimburse Developer up to \$298,526.84 as the \$646.00 per acre fire flow surcharge is collected by the District from developers of future projects requiring the higher fire flow. District agrees to notify Developer at the address provided in Section 7 hereof within 30 days of collecting a fire flow surcharge from a developer of future project requiring higher fire flow and to remit payment to Developer in accordance with Section 7 hereof within such 30 day period.

SECTION 5: The reimbursement obligation to Developer by the District shall continue for a period of ten (10) years from the effective date of this Reimbursement Agreement, which shall be the date upon which Developer makes payment to the District, after which time any reimbursement obligations by the District would terminate.

SECTION 6: Successors and Assigns. This Agreement shall inure to the benefit of and be binding on each of the Parties and their successors and assigns. This Agreement shall not be assigned by Developer without the prior written consent of District, which consent shall not be unreasonably withheld. In the event of such an assignment, the assignees shall agree to be bound by all terms and conditions of this Agreement and may be required by District to enter into an assignment or other contractual arrangement to document said obligations.

SECTION 7: Notices. All notices or deliverables permitted or required under this Agreement shall be deemed made when delivered to the applicable Party's representative as provided in this Agreement. Such notices shall be mailed or otherwise delivered to the addresses set forth below, or at such other addresses as the respective Parties may provide in writing for this purpose:

Rubidoux Community Services District
Attn: General Manager
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509

Agua Mansa Commerce Predev., LLC
101 California Street, 40th Floor

San Francisco, CA 94111
Attn: Asset Management

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

SECTION 8: Entire Agreement. This Agreement contains the entire agreement of the Parties hereto with respect to the matters contained herein, and supersedes all negotiations, prior discussions and preliminary agreements or understandings, written or oral. No waiver or modification of this Agreement shall be binding unless consented to by both Parties in writing.

SECTION 9: Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

SECTION 10: Authority to Enter into Agreement. The Parties warrant they have all requisite power and authority to execute and perform this Agreement. Each person executing this Agreement on behalf of their Party warrants they have the legal power, right, and authority to make this Agreement and bind their respective party.

SECTION 11: Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Dated: June _____, 2022.

“RUBIDOUX COMMUNITY SERVICES DISTRICT”

By: _____
Jeffrey D. Sims
Its: General Manager

AGUA MANSA COMMERCE PREDEV, LLC,
a Delaware limited liability company

By: Agua Mansa Commerce Holdings, LLC,
a Delaware limited liability company,
its sole member

By: PR II Agua Mansa Commerce, LLC,
a Delaware limited liability company,
its Managing Member

By: PRISA II LHC, LLC,
a Delaware limited liability company,
its sole member

By: 
Name: Pedro Sanchez
Its: Vice President

12. PROPOSAL WITH ALBERT A. WEBB ASSOCIATES FOR
PREPARATION OF WATER AND ENERGY EFFICIENCY GRANT
APPLICATION FOR AMI METER INSTALL PROGRAM:

DM 2022-62

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 2022-62

July 7, 2022

To: Rubidoux Community Services District
Board of Directors

Subject: Proposal With Albert A. Webb Associates For Preparation Of Water And Energy Efficiency Grant Application For AMI Meter Install Program

BACKGROUND:

The United States Bureau of Reclamation ("USBR") provides grant funding for a variety of programs. One USBR program is the Water and Energy Efficiency Grant ("WEEG") Program. Rubidoux Community Services District ("District") submitted a grant application requesting \$1.6 M from USBR under the WEEG Program last October. This application was reviewed by USBR and rated within the top 30% of the 130 applications received. However only twenty-two applications (17%) of the applications submitted were funded due to limited funding allocated to the program.

Albert A. Webb Associates ("Webb") prepared the application submitted last October and was able to get an application debrief by USBR staff. USBR staff indicated funded applications had the following favorable common attributes – 1) water savings was a minimum of 1,000 AFY (the District's was 544 AFY), and 2) the funding request of USBR was at or below 40% of the submitted project cost (the District's was closer to 60%). USBR staff suggested the District add more context about the water savings and consider submitting the application for both Group 1 funding (\$500,000 or less) and Group 2 (up to \$1,500,000) for FY 2023 funding.

In discussion with Webb staff, the plan is to demonstrate 554 AFY of water savings represents approximately 10% of the total water supply needed annually to meet current District demand. With this savings the District can delay the installation of a new well and treatment facilities which will save money and conserve local groundwater supply.

Based on District annual water production and sales records, unaccounted water loss is a minimum of 10%. As meters age the meters under-read, resulting in the District under billing for the water produced, distributed,

and used by customers. With new meters installed the District would be able to accurately bill customers for the actual water used and increase revenues. It is estimated the District would recover \$300,000 to \$450,000 per year with billings based on accurate meters. The cost to replace the District's 6,600 meters is estimated to cost around \$4,300,000.

A District goal is replacement of billing meters on a 10-to-12-year cycle. The anticipated increase in revenue from accurate meters should enable the District to achieve this programmatic meter replacement schedule. With receipt of grant funding the District could accelerate an AMI replacement program. Besides accounting for water usage and accurate customer billings, technology with AMI Meters will enable the District to:

1. Avoid hiring additional meter reading staff as the District meter count grows.
2. Provide District customers with real time water usage data.
3. Receive and send notifications if water usage is excessive, indicative of a leak.

The deadline to apply for USBR grant funding under the WEEG Program is July 28, 2022. Webb has provided the District a proposal to update the application it prepared for FY 2022 USBR Funding. Their time and material, not to exceed fee is \$5,800 and leverages off the work done last year. A copy of their proposal dated June 27, 2022, is attached.

Two resolutions are attached. Both resolutions authorize the General Manager to sign on behalf of the District grant documents with USBR if the District's application is awarded grant funds. Resolution No. 2022-893 is for Group 1 funding (up to \$500,000) and Resolution No. 2022-894 is for Group 2 funding (up to \$1,500,000).

Given the limited amount of time till the July 28, 2022, submittal deadline, staff authorized Webb to proceed with preparation of the grant using budgeted funds in the approved FY 2023 Budget – Water Fund Operating Expenses, Line 38.

RECOMMENDATION:

Staff recommends the Board of Directors consider the following:

1. Ratify staff's authorization of Webb's proposal in the amount of \$5,800 using budgeted funds in the approved FY 2023 Budget – Water Fund Operating Expenses, Line 38.
2. Authorizing the General Manager to issue Webb District Task Order No. 12 in the amount of \$5,800 for preparation of a grant application for AMI Meters under USBR's WEEG Program.
3. Approve and adopt Resolution No. 2022-893
4. Approve and adopt Resolution No. 2022-894

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

1. Webb Proposal dated June 27, 2022
2. Resolution No. 2022-893
3. Resolution No. 2022-894
4. Page 6 of 17 – RCSD FY 2023 Budget

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

ORIGINATION DATE July 7, 2022
CONSULTANT TASK ORDER NO. 12
CONTRACT NO. RCSD 2022-03
PROJECT MANAGER Jeff Sims

Consultant's Name: Albert A. Webb & Associates
Address: 3788 McCray
City, Zip: Riverside, CA 92506
Office Phone: 951-686-1070

■ This Job: \$5,800.00
Liaison's Name: Melinda Weinrich
Liaison's Phone: 951-686-1070
Email: melinda.weinrich@webbassociates.com

Project Name: USBR WEEG Grant Application (FY 2023 Funding)

Description: Update 2022 USBR WEEG Grant Application to apply for FY 2023 Funding. Prepare to qualify for Group 1 and Group 2 funding categories.

The Task(s) to be performed, time of performance and not to exceed compensation shall be as described in Exhibit "A" attached hereto and made a part hereof and shall be performed in accordance with the "Master Agreement" dated March 21, 2022. Consultant certifies that as of the date of execution of this Task Order all insurance is as stated in the Master Agreement and will be maintained in good standing for the term of this Task Order. ***If the offer described by this Task Order has not been signed and returned within 30 days, the offer may be withdrawn by Rubidoux without notification and the Task Order document shall be voided.***

Rubidoux Community
Services District:

Consultant: Albert A. Webb & Associates

By: _____
NAME TYPED: Brian Laddusaw
TITLE: Director of Finance and Administration
DATE: 07/07/2022

By: _____
NAME TYPED: _____
TITLE: _____
DATE: _____

REVIEWED:

By: _____
NAME TYPED: Jeff Sims
TITLE: General Manager
DATE: 07/07/2022

EXHIBIT A
TASK ORDER NO. 12
CONTRACT NO. RCSD 2022-03
Consultant: Albert A. Webb & Associates

TASK(S) TO BE PERFORMED:

Engineering services as detailed in Albert A. Webb & Associates Proposal dated June 27, 2022. Attached.

TIME OF PERFORMANCE:

The assigned tasks shall be completed by: July 28, 2022

COMPENSATION:

Compensation shall not exceed \$5,800.00 without prior authorization and shall be invoiced for actual hours worked.



Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

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

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

June 27, 2022

WEBB Proposal.: 015437

Sent Via Email to jsims@rcsd.org

Mr. Jeff Sims
General Manager
RUBIDOUX COMMUNITY SERVICES DISTRICT
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509

RE: Proposal for Preparation and Submission of Water and Energy Efficiency Grant (WEEG) Application for AMI Meter Install Project

Dear Mr. Sims:

Enclosed is Albert A. Webb Associates' (Webb's) response to your request on June 23, 2022 for a proposal for the project mentioned above.

PROJECT UNDERSTANDING

Webb understands the Rubidoux Community Services District (District) intends to replace all existing customer meters with remote reading capabilities to improve system efficiency and capability. Webb understands the District submitted a "Water and Energy Efficiency Grant" (WEEG) for the District's proposed Advanced Metering Infrastructure (AMI) Meter Install Project application to the United States Bureau of Reclamation (USBR) on October 27, 2021 which was not awarded to the District. Webb attended a debriefing on the application from USBR on June 10, 2022. Pursuant to your request, this proposal will assist the District in updating and resubmitting the WEEG application for the District's AMI Meter Install Project to USBR. The scope of work including submission of the grant applications to USBR will be completed by the grant deadline of July 28, 2022.

SCOPE OF WORK

Task 1. Data gathering and analysis

Webb will collect and evaluate meter data for the grant applications. Webb will also collect case studies and update calculation methodology for water savings, energy efficiency, sustainability, and drought impact. Furthermore, Webb shall address any additional areas for improvement in the grant application as outlined in the debriefing with the USBR that Webb received on June 10, 2022.

Task 2. Prepare and submit grant application

Webb will update the existing grant application and assemble the necessary attachments. This includes all figures, water use and savings tables, and budget descriptions and tables as required



www.webbassociates.com

by the USBR's application. This will include an application to Group 1 (up to \$500,000 in grant funding) and Group 2 (up to \$2 million in grant funding) of the WEEG (the prior submission to USBR was only for Group 2).

Webb will obtain two (2) letters of support to include with the application; one from the City of Jurupa Valley and a second from the State Assemblyperson.

In addition, the application will require a resolution from the District Board of Directors that approves the application and commits to funding if the grant is received; therefore, a draft of the application and a resolution will need to be on the July 21, 2022 Board of Director's agenda to meet the July 28, 2022 deadline to USBR. Webb will provide a template resolution that will be utilized that meets the requirements under the WEEG application.

Upon approval by the District, Webb will submit the application and attachments to USBR on behalf of the District on or before July 28, 2022. WEBB will act as the point of contact with the USBR as needed during the application review process.

Task 3. Project meetings

Webb has budgeted for up to 1 hour of meeting time with the District to complete the application and to attend one (1) Board of Directors meeting.

Deliverables

- WEEG application,
- two (2) letters of support,
- one (1) District resolution, and
- submission of the application.

Additional Services

Services which are not specifically identified herein as services to be performed by Webb are considered Additional Services for the purposes of this Proposal. The District may request Webb to perform services which are additional services. Webb will perform such additional services upon execution of an amendment to the Original Agreement setting forth the scope, schedule, and fee for such additional services. Webb will also provide prior notice to the District, and obtain acceptance from same, before performing work outside the contract work scope and thereby contract budget amount.

PROJECT TEAM

The Webb primary project team members are as follows:

Project Manager – Brad Sackett, PE, Senior Engineer

Lead Analyst – Melinda Weinrich, Senior Environmental Analyst

Supporting Analyst – Autumn DeWoody, Senior Environmental Analyst

GIS Support - Noemi Avila, Assistant Environmental Analyst

PROJECT SCHEDULE

The application and submission to the USBR will be completed by the WEEG deadline of July 28, 2022.

PROJECT FEE/FEE SUMMARY

Webb is committed to providing the highest quality service to the District and to provide quality services for this project. After preparing a detailed scope of work for this project, we have included all the necessary items required to successfully complete it and believe our team experience will generate an efficient processing of the project deliverables. Based upon the project's scope of work, a summary of our services budget is as follows:

<u>TOTAL ESTIMATED ENGINEERING SERVICES TASK</u>		<u>SERVICES BUDGET</u>
I.	Data gathering and analysis	\$ 800
II.	Prepare and submit grant application	\$ 3,900
III.	Meetings	\$ 1,100
Total Fee For Services =		\$ <u>5,800</u>

Our fee is time and materials (T&M) not to exceed the total shown here. Webb will bill the District monthly. Unforeseen additional work activities may arise as the project progresses. As such, the District may wish to allocate an additional 10-15 percent of the total services budget for allocation purposes only.

We appreciate the opportunity to be of continued service and look forward to hearing from you. If you have any questions or concerns, do not hesitate to contact me at 951-686-1070.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Mr. Jeff Sims
General Manager
RUBIDOUX COMMUNITY SERVICES DISTRICT
June 27, 2022
Page 4 of 4

Bradley Sackett, P.E.
Senior Engineer

Copy: Melinda Weinrich, Webb

Enclosure: Fee schedule

Fee Schedule

CLASSIFICATION

<u>Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers</u>	<u>Rates \$/Hour</u>
Principal II.....	290.00
Principal I	275.00
Senior III	245.00
Senior II	235.00
Senior I	225.00
Associate III	210.00
Associate II	195.00
Associate I	185.00
Assistant V	170.00
Assistant IV	155.00
Assistant III	140.00
Assistant II	130.00
Assistant I	95.00

Survey Services

2-Person Survey Party	291.00
1-Person Survey Party	201.00

Inspection Services

Construction Manager	245.00
Inspector (Non-Prevailing Wage)	136.00
Inspector Overtime (Non-Prevailing Wage)	185.00
Inspector (Prevailing Wage)	147.00
Inspector Overtime (Prevailing Wage)	195.00

Administrative Services

Project Coordinator	110.00
Administrative Assistant III	99.00
Administrative Assistant II	88.00
Administrative Assistant I	70.00

Other Direct Expenses

Incidental Charges	Cost + 15%
Postage	Cost
Subcontracted Services	Cost + 15%
Special Consultant.....	355.00
Survey/Inspection Per Diem.....	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour.....	31.00
In-House Delivery 1/2 Hour up to 1 Hour.....	62.00
In-House Delivery Over 1 Hour up to 2 Hours	114.00
In-House Delivery Over 2 Hours	165.00
Survey/Inspection Vehicle	0.81/Mile
Mileage	0.72/Mile

Note: All rates are subject to change based on annual inflation and cost of living adjustments. Prevailing wages are dictated by the California Department of Industrial Relations (DIR). As such, the indicated rate will remain in effect until revised rates are published by the DIR. The rate shown shall be subject to renegotiation to remain in compliance with State requirements if prevailing wages are increased by the DIR.

* A FINANCE CHARGE of 1 ½ % per month (18% per year) will be added to any unpaid amount commencing thirty (30) days from invoice date. A mechanic's lien may be filed for any invoice remaining unpaid after thirty (30) days from invoice date.

RESOLUTION NO. 2022-893

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RUBIDOUX
COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL MANAGER,
OR DESIGNEE, TO APPLY FOR, RECEIVE, AND ENTER INTO A COOPERATIVE
AGREEMENT, AND ADMINISTER A GRANT FOR THE 2023 BUREAU OF
RECLAMATION WATER AND ENERGY EFFICIENCY GRANT**

WHEREAS, the General Manager, or designee, of the Rubidoux Community Services District (“DISTRICT”), may legally bind the DISTRICT by his/her signature; and

WHEREAS, the DISTRICT wishes to enter into the Bureau of Reclamation’s Water and Energy Efficiency Grant for the DISTRICT to receive funding in the amount not to exceed \$500,000 under the WaterSMART: Water and Energy Efficiency Grant for FY 2023 to implement water and energy efficiency through Advanced Metering Infrastructure; and DISTRICT will provide the amount of funding and/or in-kind contributions specified in the funding plan; and

WHEREAS, the DISTRICT Board of Directors and the General Manager have reviewed and support the application submitted, and

WHEREAS, the DISTRICT will work with the Bureau of Reclamation to meet established guidelines for entering into a cooperative agreement.

NOW BE IT THEREFORE, BE IT RESOLVED that the Board of Directors of the DISTRICT, hereby supports the application submitted and authorizes the General Manager to execute any and all documents associated with this grant process.

ADOPTED at the regular meeting of the Board of Directors of the Rubidoux Community Services District, held on the 7th day of July, 2022

<signatures on following page>

**RUBIDOUX COMMUNITY SERVICES
DISTRICT**

Hank Trueba, Jr.
Board President

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Jeffrey D. Sims,
General Manager/Secretary
Rubidoux Community Services District

RESOLUTION NO. 2022-894

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COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL MANAGER,
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<signatures on following page>

**RUBIDOUX COMMUNITY SERVICES
DISTRICT**

Hank Trueba, Jr.
Board President

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Jeffrey D. Sims,
General Manager/Secretary
Rubidoux Community Services District

Rubidoux Community Services District

Water Fund Budget

	Actual YTD February 2022	Annual Budget 2021/2022	Projected Year End 2021/2022	Favorable (Unfavorable) Variance	Audited 2020/2021	Adopted Budget 2022/2023
Operating Income						
1 Sales - Residential	2,658,356	4,300,500	4,378,356	77,856	4,106,138	4,641,100
2 Sales - Commercial	1,060,178	1,458,500	1,810,178	351,678	1,512,380	1,918,800
3 Sales - Late Charges	4,643	164,000	23,215	(140,785)	(63)	55,716
4 Sales - Service Charges	4,325	7,000	6,488	(512)	4,650	7,000
5 Sales - Reconnect Charge	-	22,000	5,000	(17,000)	-	5,000
6 Sales - Meters	88,840	2,300	108,840	106,540	6,405	73,000
7 Sales - Jumper Income	-	25,000	28,000	3,000	34,916	50,000
8 Sales - JCSD	-	-	290,000	290,000	-	1,200,000
Total Operating Income	\$3,816,342	\$5,979,300	\$6,650,077	\$670,777	\$5,664,426	\$7,950,616
Other Income						
9 Interest Income	10,706	26,500	16,059	(10,441)	62,497	18,000
10 Miscellaneous Revenue	7,432	4,000	11,148	7,148	11,898	10,000
11 Interest Income: Non-Operational	2,174	1,000	3,261	2,261	5,058	4,000
12 Grant Income: Cal OES	-	300,000	300,000	-	-	-
13 Loan Proceeds - Bldg.	-	-	-	-	-	2,007,096
Total Other Income	\$20,312	\$331,500	\$330,468	(\$1,032)	\$79,453	\$2,039,096
TOTAL WATER REVENUE	\$3,836,654	\$6,310,800	\$6,980,545	\$669,745	\$5,743,879	\$9,989,712
Operating Expense						
14 Pump Energy Costs	278,129	375,000	417,194	(42,194)	398,368	559,600
15 Water Analyses	149,021	280,300	223,532	56,768	148,893	243,000
16 Bad Debt Expense: Wtr	13,026	44,000	22,000	22,000	21,390	22,000
17 R & M Vehicle	12,550	12,400	18,825	(6,425)	15,698	19,400
18 R & M Equipment, Heavy	15,271	15,500	22,907	(7,407)	14,661	23,600
19 R & M Water System	167,894	234,700	271,668	(36,968)	194,939	279,800
20 R & M Office	3,874	38,700	5,811	32,889	7,838	6,000
21 Operating Expense	191,781	249,500	287,672	(38,172)	258,826	296,300
22 Op/Maint Wellhd Treat Facility (N03 Plt)	162,336	235,000	243,504	(8,504)	122,999	279,600
23 Operating Expense: Treatment Media	959,275	800,000	999,275	(199,275)	587,425	1,250,000
24 General Supplies & Expenses	2,123	4,500	3,185	1,315	7,531	3,300
25 Bank Service Charges	64,819	90,100	97,229	(7,129)	88,113	100,100
26 Chemical/Mineral Supplies	23,661	38,200	35,492	2,708	38,016	48,300
27 Regulatory Fee/State	22,395	26,200	36,920	(10,720)	29,367	38,000
28 Clothing/Shoe Expense	6,141	11,000	9,212	1,788	9,401	9,500
29 Employee Education and Training	8,469	15,000	12,704	2,296	12,522	28,100
30 Utilities	1,041	1,400	1,562	(162)	1,809	1,600
31 Telephone	2,111	3,300	3,167	133	3,733	3,300
32 Dues & Subscriptions	1,094	3,100	1,641	1,459	2,594	1,700
33 Licenses & Permits	16,004	33,100	24,006	9,094	28,392	37,700
34 Mileage & Conference Expense	-	2,500	-	2,500	50	2,500
35 Gasoline Expense	43,489	45,600	71,757	(26,157)	51,391	73,900
36 Liability Insurance	43,681	62,600	64,065	(1,465)	44,610	96,400
37 Attorney Fees	-	28,100	-	28,100	26,238	5,000
38 Consulting Fees: Grant Support Services	1,181	15,000	2,362	12,638	9,870	15,000
39 Consulting Fees: Cost of Svc Study(60%WF/40%SF)	3,798	120,000	89,000	31,000	-	31,000
40 Consulting Fees: Safety (50%WF/50%SF)	-	5,000	-	5,000	-	15,000
41 Consulting Fees: LHMP (50%WF/50%SF)	-	5,000	-	5,000	-	12,500
42 Consulting Fees: Valve Turning Program	15,598	29,300	20,000	9,300	-	15,000
43 Consulting Fees: SCADA Eval. & Impl.	-	-	-	-	-	50,000
44 Consulting Fees: Operator Training/SOPs	-	-	-	-	-	250,000
45 Consulting Fees: LTWTP Pressure Surge Inv.	-	25,000	25,000	-	-	-
46 Engineering Fees: WTR	109,189	67,200	163,784	(96,584)	136,321	115,000
47 Engineering Fees: Master Plans	80,559	224,650	134,446	90,204	84,342	-
48 Engineering Fees: Design Manual(67%WF/33%SF)	-	100,000	-	100,000	-	-
49 Fleet Tracking(67%WF/33%SF)	-	4,000	1,000	3,000	-	4,000
50 Loss Claims	1,800	20,000	2,700	17,300	4,767	10,000

13. CONSIDER REIMBURSEMENT AGREEMENT WITH CENTURY
COMMUNITIES:

DM 2022-63

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 2022-63

July 7, 2022

To: Rubidoux Community Services District
 Board of Directors

Subject: Consider Reimbursement Agreement with Century Communities of California, LLC

BACKGROUND:

Century Communities of California, LLC ("Developer") is developing a project within Rubidoux Community Services District's ("District") service area commonly called Emerald Ridge South ("Project"). The Project encompasses Multi- and Single-Family Residences in the area bounded approximately by Kenwood Place on the northeast, Canal Street on the northwest, the 60 Freeway on the southwest and Avalon Street on the southeast. This is depicted in Exhibit A of the attached agreement.

The District's 2022 Wastewater Master Plan was adopted by the Board of Directors at the regularly scheduled June 16, 2022 Board Meeting. This Wastewater Master Plan includes the Construction of sewer facilities located in Avalon Street at two locations. The first section of offsite sewer pipeline is located from Manhole #3 at the intersection of Avalon Street and Alta Street to Station 16+54.98. The second section is from Station 16+54.98 to a District Designed sewer pipeline currently be constructed by the Developer under the 60 Freeway in Avalon to Raye Street. These two Facilities are hereinafter referred to "District Sewer Facilities". These District Sewer Facilities are shown on Exhibit B of the attached agreement.

In order to expedite construction, these District Sewer Facilities are to be constructed by the Developer with reimbursement paid by the District as a responsibility of the District according to the District's 2022 Wastewater Management Plan in the form of credits against wastewater System Capacity Fees ("Sewer Connection Fees") due to the District by the Developer for the not to exceed amount of \$417,390.18 as indicated in Exhibit C of the attached agreement. The quantity of Connect Fee credits will be determined according to the then Current Sewer Connection Fees at the time service is requested, coinciding with the time water meters are installed by the District within the Project.

Staff and District Counsel have coordinated with Century Communities of California, LLC in the development of the attached Agreement and recommend the Board of Directors consider its approval.

RECOMMENDATION:

Staff recommends the Board of Directors consider authorizing the General Manager to sign the agreement entitled – “Reimbursement Agreement – Master Planned Sewer System Improvements, Tract No. 37640 (Century Communities).”

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach: Reimbursement Agreement – Master Planned Sewer System Improvements, Tract No. 37640 (Century Communities)

**REIMBURSEMENT AGREEMENT
MASTER PLANNED SEWER SYSTEM IMPROVEMENTS**

TRACT NO. 37640 (Century Communities)

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

RECITALS

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

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

C. **WHEREAS**, the District requires the Developer at the Developer's sole expense to design, bid, and install to District standards offsite sewer facilities. There are two portions of offsite sewer subject to reimbursement by the District. The first section of offsite sewer is sewer facilities located in Avalon Street from Manhole #3 at the intersection of Avalon Street and Alta Street to Station 16+54.98. The second section is from Station 16+54.98 to a District designed sewer pipeline currently being constructed by the Developer extending under California Department of Transportation Right of Way along State Route 60 in Avalon Street to Raye Street, hereafter both sections in whole referred to as the "District Sewer Facilities". Both Sections 1 and 2 are shown on Exhibit B; and

D. **WHEREAS**, the District's 2022 Wastewater Master proposes the installation of a 12-inch diameter sewer pipeline and manholes in Avalon Street from Alta Street to Mission Boulevard; and

E. **WHEREAS**, the District's 2022 Wastewater Master Plan has been adopted by the Board of Directors of the District at the board meeting on June 16, 2022; and

F. **WHEREAS**, the District establishes Wastewater System Capacity Fees ("Connection Fee") based, in part, on costs for proposed master planned facilities within the Master Plans. Wastewater Connection Fees charged to new customers seeking sewer service from the District are generally determined by dividing the total cost of proposed master planned sewer facilities needed in the District's Service Area by the estimated number of future dwelling units in the District's Service Area. Connection Fees due for a project are subject to change and the Connection Fees collected for the Project will be based on then current Connection Fees at the time service is requested, coinciding with the time water meters are installed by the District within the Project; and

G. **WHEREAS**, the District Board of Directors has approved the 2022 Wastewater Master Plan including the Developer installed District Sewer Facilities as described in Recital C and as shown on Exhibit B, the Developer will be eligible for reimbursement for costs associated with building the District Sewer Facilities up to, but not exceeding, the amount shown in the 2022 Wastewater Master Plan as credits against Sewer Connection Fees due from the Developer for the Project, and

H. **WHEREAS**, it is the purpose of this Reimbursement Agreement to establish and memorialize the terms and conditions between the Parties regarding the reimbursement of eligible cost associated with the design, bidding and installation of the District Sewer Facilities for the Project.

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

TERMS

1. Incorporation of Recitals

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

2. Design of District Sewer Facilities

Developer shall be responsible, at its sole cost and expense (but subject to the reimbursement provisions below), for the design of the District Sewer Facilities. Prior to initiation of construction and installation, Developer shall submit plans for the District Sewer Facilities for review and approval by District. Developer shall be solely responsible for obtaining all required federal, state, and local permits and approvals including, for example and not by way of limitation, the California Department of Public Health ("CDPH"), Union Pacific Railroad, and CalTrans. Notwithstanding the foregoing, the District shall assist Developer in procuring any such permits and will execute applicable and appropriate documentation necessary for the procurement of the same. The plans for the District Sewer Facilities shall be approved by District in its reasonable

discretion, and as based on then current standards and specifications for new sewer system construction within the District's service area. Said activities by both Parties shall also be subject to the rights and obligations of the Parties under the Rules and Regulations of the District as the same may be revised from time to time.

3. Construction and Installation of the District Sewer Facilities

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

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

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

costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

4. Billings and Records.

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

5. Inspection and Transfer of District Sewer Facilities

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

b. Acceptance of the District Sewer Facilities by District shall be conditioned upon performance of the obligations set forth in this Reimbursement Agreement in regard to: (i) approval by District of the construction and installation of the District Sewer Facilities; (ii) lien free completion of construction of the District Sewer Facilities; and (iii) acceptance of title to the District Sewer Facilities by the District by way of the recordation of the applicable conveyance document in substantially the form set forth in Exhibit "D" attached hereto and incorporated herein by reference. District shall assist Developer in procuring the property rights necessary to construct, maintain and operate the District Sewer Facilities in the public right-of-way including without limitation obtaining appropriate licenses, easement deeds or other conveyances necessary. Developer is responsible for all costs, including any District administrative costs (staff, legal review, etc.), associated with procuring property rights discussed in this section. Said activities by both Parties shall also be subject to the rights and obligations of the Parties under District Rules and Regulations as the same may be revised from time to time.

c. Within thirty (30) days after completion of construction and final inspection by District, District shall accept the District Sewer Facilities, subject to the provisions of this Agreement and District Rules and Regulations, provided the District Sewer Facilities are constructed in accordance with approved plans, specifications, and contract documents, and operates satisfactorily. Upon acceptance of the District Sewer

Facilities, Developer shall assign to District all of Developer's rights and remedies, including warranties, as set forth in the approved contract documents. Developer shall be responsible for any accident, loss, or damage to said District Sewer Facilities prior to acceptance by District. Developer shall require its contractors to warrant all work and materials for the District Sewer Facilities to be free from all defects due to faulty materials or workmanship for a period of one (1) year from the date of acceptance by District. Upon acceptance of the District Sewer Facilities by District, District shall assume all liability and responsibility for the operation, maintenance, use and ownership of the District Sewer Facilities.

6. Reimbursement.

To determine the reimbursement amount due the Developer by the District for eligible costs for installing the District Sewer Facilities, the Developer will bid the District Sewer Facilities based upon paying prevailing wage rates required to be paid under Prevailing Wage Laws for the reimbursement terms of this Agreement. If the District's Board of Directors does not approve the 2022 Wastewater Master Plan including the District Sewer Facilities, the Developer is not eligible for reimbursement.

Other reimbursement conditions include:

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

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

c. Within thirty (30) days after receipt of the itemized accounting as referenced in Section 6(a) and there are no disputes of the costs and expenses the itemized accounting will be deemed reasonable and eligible for reimbursement as Eligible Costs and Expenses whereafter the District shall provide the Developer a credit against the then current Sewer Capacity Fees due the District from the Developer for the Project.

d. The District will reimburse the Developer in the form of credits against Connection Fees due for the Project for the sum of actual costs and/or expenses for the District Sewer Facilities including, without limitation, design and construction costs, and amounts reimbursed for District Charges under Section 5(a). In no event shall District be obligated to make any reimbursement to the Developer pursuant to this Reimbursement Agreement in an amount which exceeds \$417,390.18 as shown on Exhibit C attached hereto and incorporated herein by reference.

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

7. General Provisions

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

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

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

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

e. Term and Termination. This Agreement shall expire upon completion of performance of this Agreement by both Parties. In the event either Party defaults in the performance of any of its obligations under this Agreement, the other Party shall have all rights and remedies available to them under the law, including without limitation, the right to terminate this Agreement upon written notice to the defaulting Party.

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

Rubidoux Community Services District

Attn: General Manager
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509

Century Communities

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

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

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

h. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties hereto with respect to the matters contained herein, and supersedes all negotiations, prior discussions and preliminary agreements or

understandings, written or oral. No waiver or modification of this Agreement shall be binding unless consented to by both Parties in writing.

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

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

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

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

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

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

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

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

**RUBIDOUX COMMUNITY SERVICES
DISTRICT**

DEVELOPER:

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

Jeffrey D. Sims
Its: General Manager

By: _____
Name: _____
Its: _____

EXHIBIT A

Developer Project
Tract 37640

DRAFT

EXHIBIT B

1. Figure 6-1: 2022 Wastewater Master Plan - Proposed CIP Facilities
2. Location Map: Showing Sections 1 and 2 (Avalon Street Sewer Plans; Sheet 1)
3. Section 1 - Location Map (TR 37640 Offsite Sewer Plans - Sheet 1)
4. Section 1 - Plan (TR 37640 offsite Sewer Plan - Sheet 2)
5. Section 2 - Plan (Avalon Street Sewer Plans - Sheet 3)

FIGURE 6-1 PROPOSED CIP FACILITIES

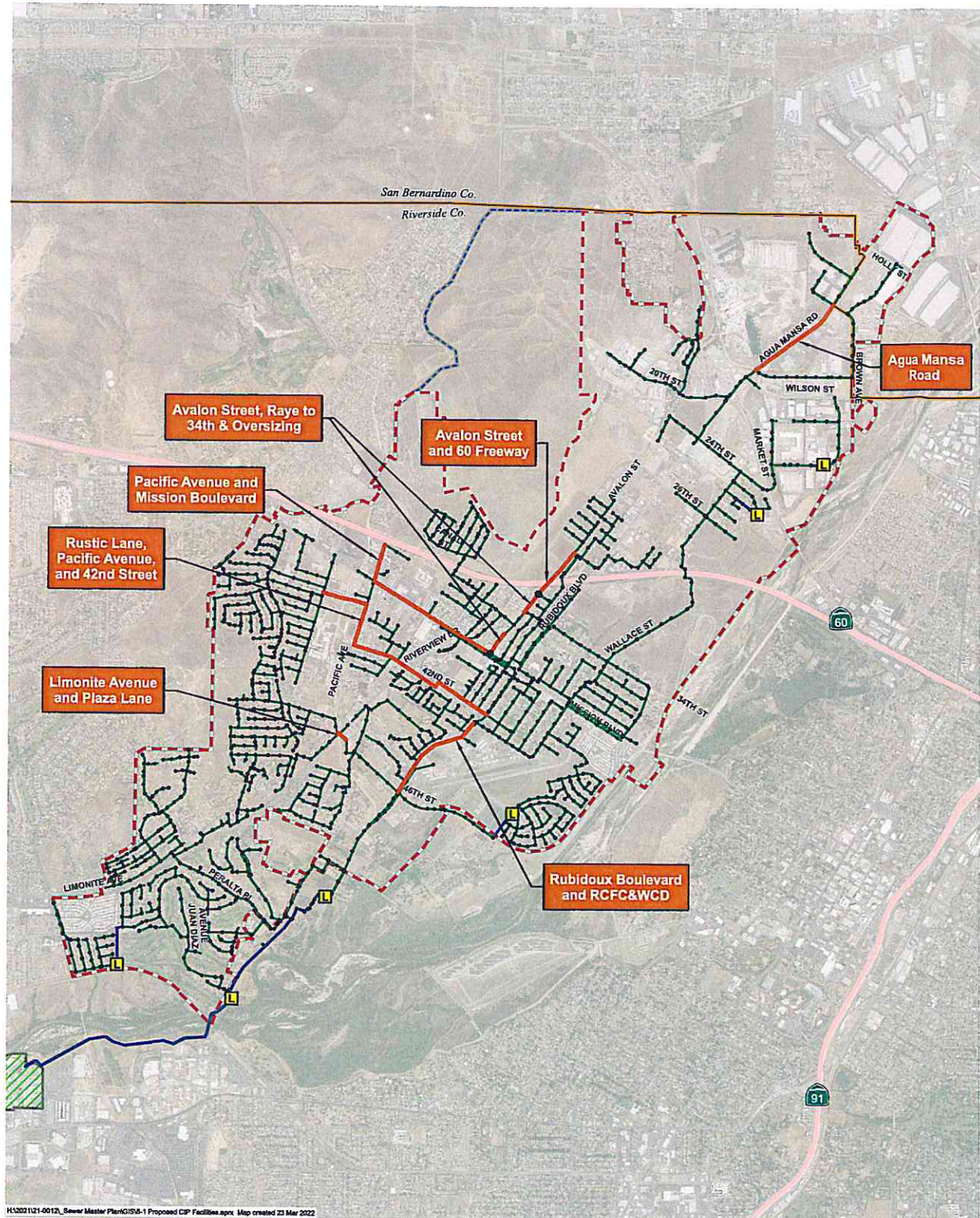
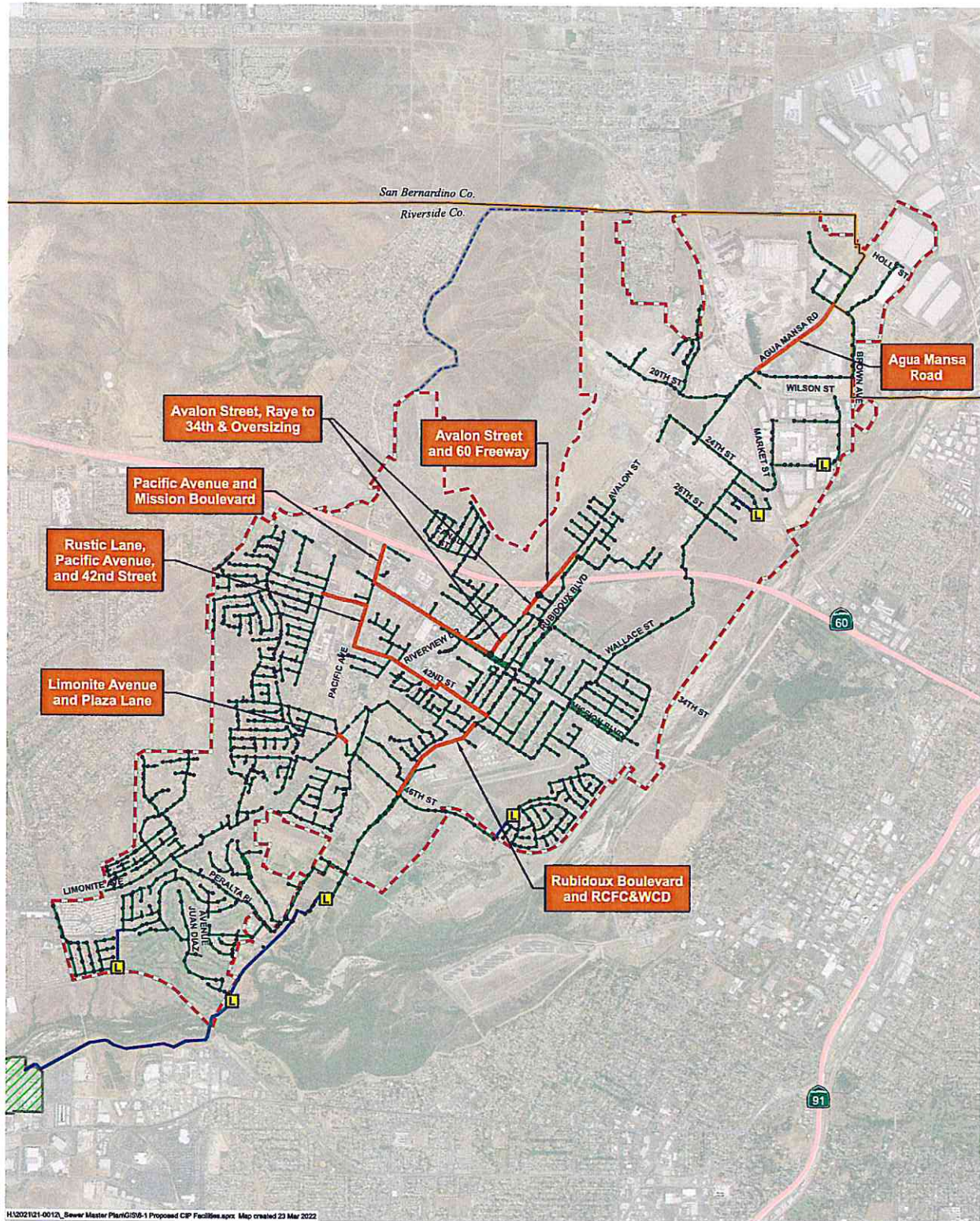


FIGURE 6-1 PROPOSED CIP FACILITIES



H:\2021\21-00121_Sewer Master Plan\GIS\6-1 Proposed CIP Facilities.aprx Map created 23 Mar 2022

LEGEND

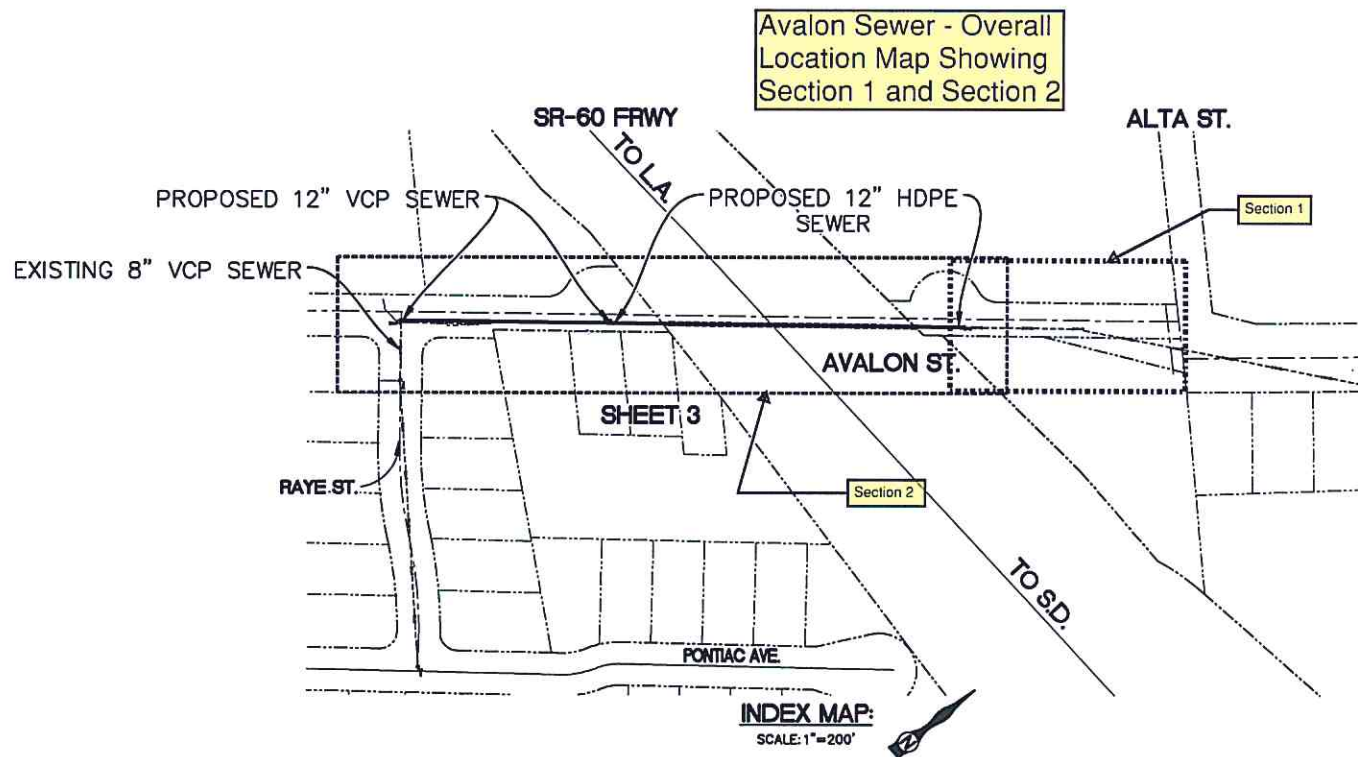
- Gravity Mains
- Capital Improvement Project Location
- Manholes
- Lift Stations
- ▨ City of Riverside RWQCP Treatment Facility
- ▨ RCSD Current Service Area
- ▨ RCSD Ultimate Boundary
- Force mains



0 0.3 0.6
MI

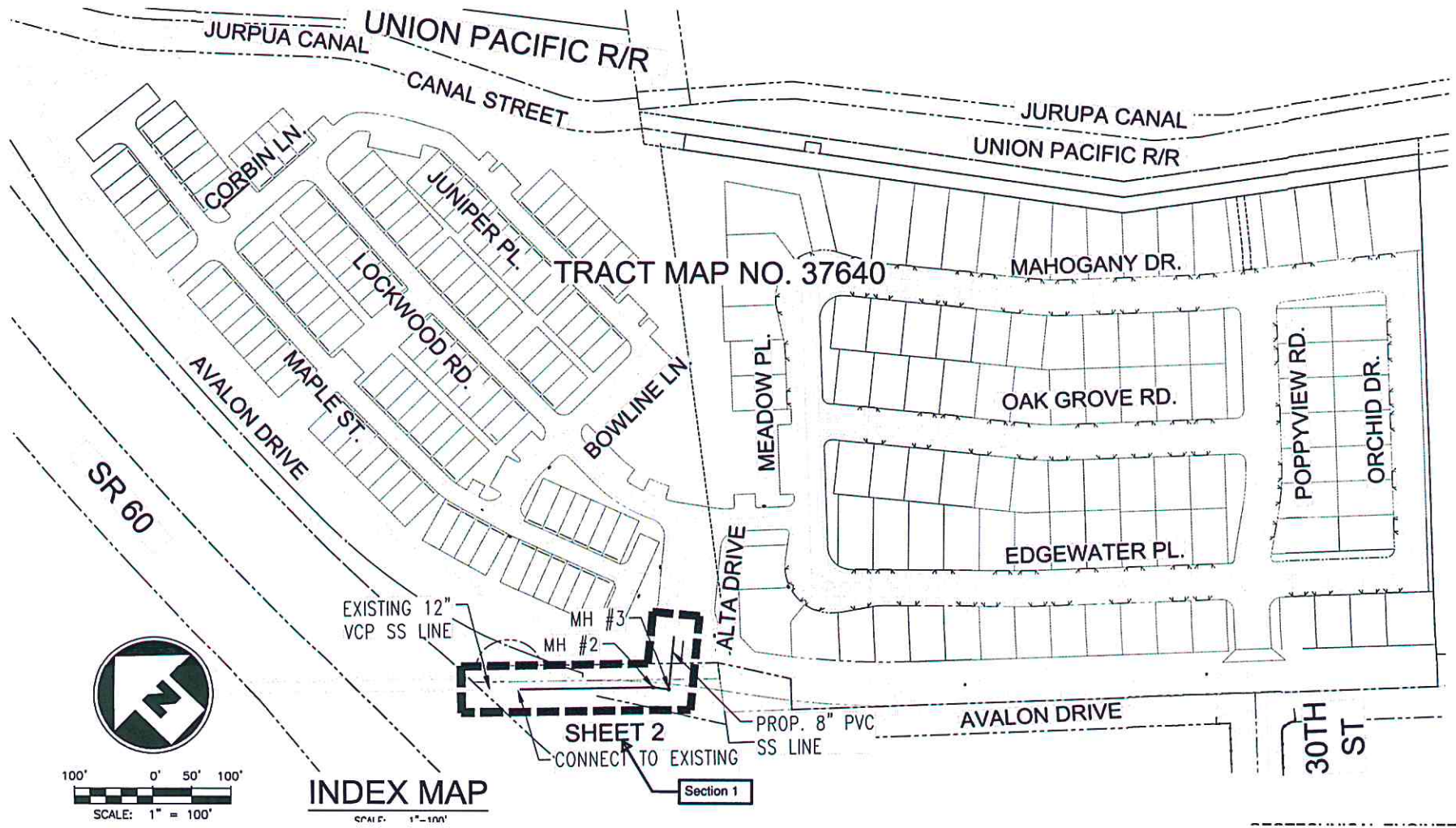
Sources: RCSD GIS, 2021; NAIP 2016

RUBIDOUX COMMUNITY SERVICES DISTRICT AVALON STREET 12" SEWER IMPROVEMENTS

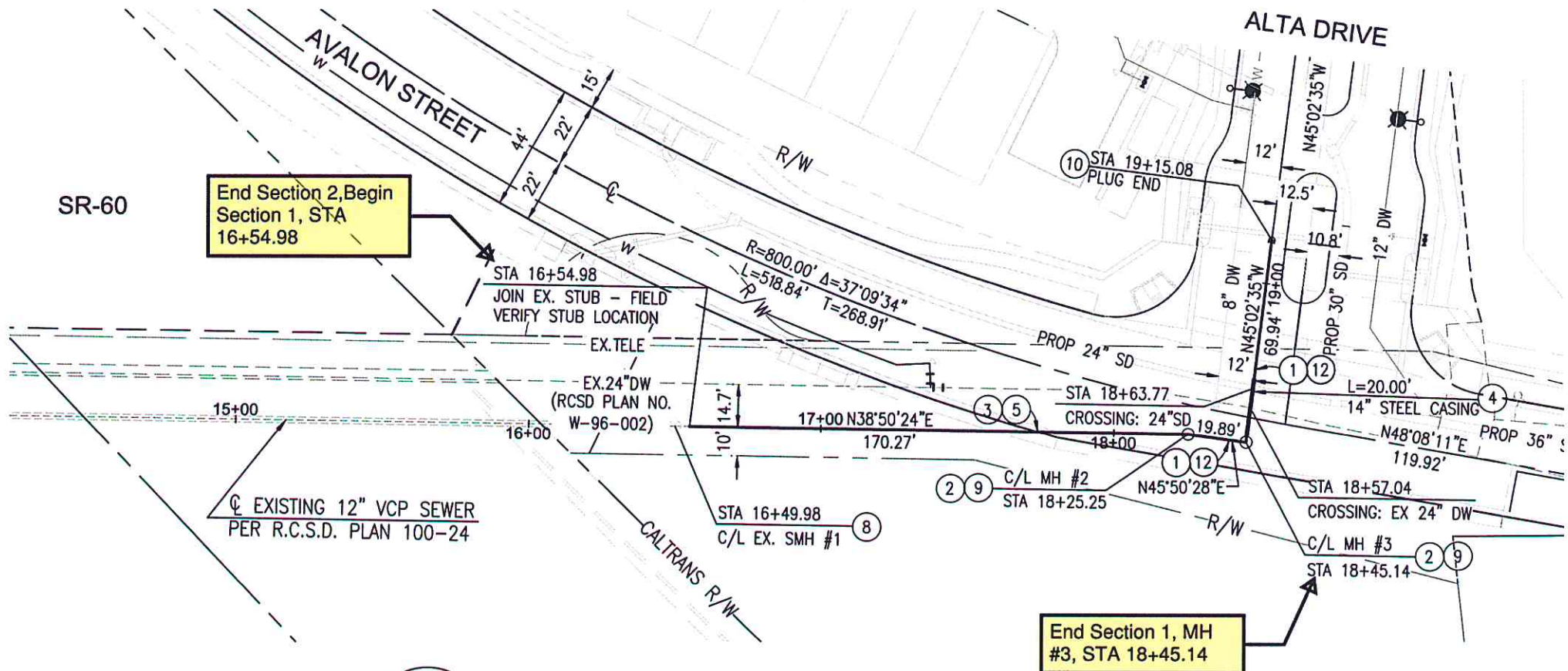


Section 1 - Avalon Sewer

TRACT NO. 37640
RUBIDOUX COMMUNITY SERVICES DISTRICT
OFFSITE SEWER IMPROVEMENT PLAN

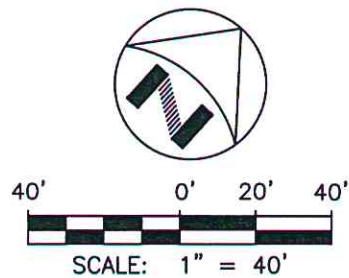


B4



AVALON STREET

Section 1 - Avalon Sewer



2E	
3'	

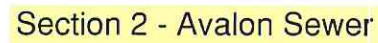


EXHIBIT C

Maximum Reimbursement Calculations

Wastewater Master Plan

6.5.1 Near-Term Recommendations

All on-site sewer facilities required exclusively for the Rio Vista project are not shown on this master plan as the Rio Vista developer will pay for these facilities when and if the project is constructed and therefore these costs have no bearing on RCSD's capital improvement program. The proposed Pacific Avenue and Mission Blvd sewer replacement project is required for the west and south sides of the Rio Vista project, see Appendix C for more detailed information.

Table 6-1 Near-Term Improvement Cost Estimation

Facility Name	Description of Improvement (Deficiency Type)	Estimated Project Costs
Pipelines		
Avalon Street and 60 Freeway	Install 730± LF of 12" diameter pipe	\$360,000
Avalon Street, Raye to Mission	Install 700+/- LF of 12" diameter pipe; Replace 723± LF of 8" diameter pipe with 12" diameter pipe	\$700,000
	Total:	\$1,060,000

Maximum Reimbursement Calculations

Section 1 - Avalon Street: 18+45.14 to 16+54.98 = 190.16 LF

Unit Cost Calculation: \$700,000 divided by 1423 LF = \$491.92 per LF

Maximum Reimbursement per 2022 Wastewater Master Plan

= \$491.92 per LF x 190.16 LF

= \$93,543.51

Section 2 - Avalon Street: 9+98.29 to 16+54.98 = 656.69 LF

Unit Cost Calculation: \$360,000 divided by 730 LF = \$493.15 per LF

Maximum Reimbursement per 2022 Wastewater Master Plan

= \$493.15 per LF x 656.69 LF

= \$323,846.67

TOTAL = \$417,390.18

EXHIBIT D

ACCEPTANCE DOCUMENTS FOR DISTRICT PIPELINE

DRAFT

**RUBIDOUX COMMUNITY SERVICES DISTRICT
WATER PIPELINE GRANT DEED**

FOR VALUABLE CONSIDERATION paid and received,

_____ hereby grant(s) to RUBIDOUX COMMUNITY SERVICES DISTRICT all right, title and interest in the water system improvements for the 24" water transmission pipeline referenced within the tract within the records of the County of Riverside, State of California as _____ and agrees to indemnify the District for any and all claims, liens, causes of action or any type of liability arising from or in any way related to the construction of said facilities.

Said water and/or sewer system improvements are shown in detail on the construction drawings (Sheets ☐ thru ☐) for said development. This Grant Deed is in accordance with Section 11 of the

Water and/or Sewer System Construction Agreement between the RUBIDOUX COMMUNITY SERVICES DISTRICT and _____, dated _____ and is effective upon Developer providing the Unconditional Lien Waiver and Release and upon filing of the Notice of Completion by the District for the aforementioned water and/or sewer system improvements.

SELLERS for his heirs, executors and administrators, covenants and agrees to warrant and defend this sale of property, goods and chattels, against all and every persons claiming the same.

DATE: _____

By: _____

SEAL AND NOTARIAL ACKNOWLEDGMENT

14. CONSIDER ADOPTION OF DRAFT WATER SUPPLY ASSESSMENT
FOR THE PROPOSED DISTRICT AT JURUPA VALLEY
DEVELOPMENT:

DM 2022-64

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 2022-64

June 7, 2022

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Adoption of Draft Water Supply Assessment for the Proposed District @ Jurupa Valley Development

BACKGROUND:

On October 25, 2021 Rubidoux Community Services District ("District") received a request from the City of Jurupa Valley for the District to prepare a Water Supply Assessment for the District @ Jurupa Valley Project ("Project") (City Case No. MA 21269). A copy of this request is attached. State Water Code Section 10910-10915, pursuant to State CEQA Guidelines Section 15155 (a) (1) (G) requires the City of Jurupa Valley to request the District to provide a Water Supply Assessment ("WSA") due to the size and scale of the project to confirm the District's long-term ability to meet the projects water demand.

The Project has gone through several development proposals over the years and is included in the District water and sewer master plans. The Project is an approximately 250-acre site located off the 60-Freeway and Rubidoux Blvd. The Project Site is currently entitled under the Emerald Meadows Ranch Specific Plan, approved in 2005. The District @ Rubidoux Specific Plan will rescind and replace the existing Emerald Meadow's Ranch Specific Plan. The District at Rubidoux Specific Plan will establish a new master plan community that will transform the Site into a mixed-use development comprised of warehouse/logistics, retail, commercial, hospitality, and mixed density residential, with the integration of open space and recreation uses.

The Project is located in the northeast quadrant of the City of Jurupa Valley, specifically south of State Route 60, northwest of the Santa Ana River, southeast of Rubidoux Blvd., and generally northeast of 34th St. The overall size of the Project Site is 247 acres.

The project will consist of a maximum of 1,196 residential dwelling units on 54.7 acres, 91.2 acres of commercial development, 6.5 acres of business park development, 70.8 acres of Industrial/Logistics development, and 23.6 acres of public improvements (streets, parkway, public facilities).

The water demand for the proposed project is currently estimated to be less than 1,000 AF/Yr.

The area designated as The District at Jurupa Valley was identified in RCSD's 2020 UWMP by a previous name, Emerald Meadows Ranch, with an estimated annual water demand of approximately 1,100 AF/Yr. Said estimated demand exceeds the currently estimated demand calculated herein according to the proposed Land Use Plan. Therefore, the water demand estimated Page IV-3 of the draft WSA concludes:

As a result of the 1969 Judgment, RCSD is guaranteed a sufficient water supply from the Riverside South Groundwater Basin to meet current and future water demands, including the demands associated with the proposed Project; even if no water is purchased from WMWD.

The above conclusion from the draft WSA (Exhibit B) was prepared in compliance with SB 610 and SB 221. It determines the District has adequate local groundwater supplies to accommodate the proposed District @ Jurupa Valley Specific Plan Development.

RECOMMENDATION:

Staff recommends the Board of Directors approve the adoption of the draft Water Supply Assessment report as presented.

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

- A. City of Jurupa Valley Request for WSA for the Rio Vista Specific Plan Project dated October 25, 2021
- B. Final Draft WSA dated June 29, 2021

City of Jurupa Valley

**Lorena Barajas Mayor, Chris Barajas Mayor Pro Tem,
Leslie Altamirano, Council Member, Brian Berkson, Council Member, Guillermo Silva, Council Member**

October 25, 2021

Mr. Ted Beckwith
Rubidoux Community Services District
Director of Engineering
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509

Sent via email: tbeckwith@rcsd.org

SUBJECT: REQUEST FOR WATER SUPPLY ASSESSEMENT FOR THE DISTRICT@RUBIDOUX PROJECT (CITY CASE NO. MA21269)

Dear Mr. Beckwith,

The City of Jurupa Valley is the Lead Agency pursuant to the California Environmental Quality Act (CEQA), for the Environmental Impact Report (EIR) that is being prepared for the District@Rubidoux Project. The Project is an approximately 250-acre site located off the 60-Freeway and Rubidoux Blvd. The Project Site is currently entitled under the Emerald Meadows Ranch Specific Plan, approved in 2005. The District @ Rubidoux Specific Plan will rescind and replace the existing Emerald Meadow's Ranch Specific Plan. The District at Rubidoux Specific Plan will establish a new master plan community that will transform the Site into a mixed-use development comprised of warehouse/logistics, retail, commercial, hospitality, and mixed density residential, with the integration of open space and recreation uses.

For this reason, the City will need to comply with the water supply assessment requirements of the State Water Code (Section 10910-10915), pursuant to State CEQA Guidelines Section 15155 (a) (1) (G). Therefore, the City is requesting a water supply assessment from the District to determine the District's ability to meet the water demands of the proposed project. The following information is intended to aid the District in the preparation of the requested water supply assessment.

Please refer to Attachment 1-*Project Description* and Attachment 2-*Conceptual Site Plan* for the proposed Project information.

**8930 Limonite Ave., Jurupa Valley, CA 92509-5183
Phone: (951) 332-6464, FAX (951) 332-6995
www.jurupavalley.org**

If you have any questions or need additional information from the Project Proponent, please contact the following:

Jennifer Brooks

Project Manager

DO Capital Partners

484 S. San Vicente Blvd.

Los Angeles, CA 90048

E-Mail: jenniferb@docapgroup.com

Office: 310.441.5001

Cell: 949.922.2456

Brent McManigal

Shareholder

Gresham Savage Nolan & Tilden, PC

550 East Hospitality Lane, Suite 300

San Bernardino, CA 92408-4205

Office: (909) 890-4499 Ext. 1807

brent.mcmanigal@greshamsavage.com

If you have any questions or need additional information from the City, please contact the following:

Rocio Lopez

Senior Planner

City of Jurupa Valley

8930 Limonite Avenue

Jurupa Valley, CA 92509

(951) 332-6474 ext. 212

Sincerely,



Ernest Perea, CEQA Administrator

Attachments:

Project Description

Conceptual Site Plan



RUBIDOUX COMMUNITY SERVICES DISTRICT
3590 RUBIDOUX BOULEVARD
JURUPA VALLEY, CA 92509-4525
(915) 684-7580

**WATER SUPPLY ASSESSMENT
AND WRITTEN VERIFICATION
FOR
THE DISTRICT AT JURUPA VALLEY
SPECIFIC PLAN 21001 PROJECT (MA21269)**

JUNE 2022

Prepared by



KRIEGER & STEWART
Engineering Consultants
(951) 684-6900

Office: 3602 University Ave, Riverside, CA 92501
Mail/Ship: 3890 Orange St #1509, Riverside, CA 92502

Signed: David F. Scriven

Date: 6/29/2022



Approved by:

RUBIDOUX COMMUNITY SERVICES DISTRICT

Signed: _____
General Manager

Date: _____

587-10p84
(587-10p84-WSA)
DFS/nr

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CHAPTER I
INTRODUCTION



CHAPTER I INTRODUCTION

On June 21, 2022, Rubidoux Community Services District (RCSD) received a request from the City of Jurupa Valley (City) Planning Department (dated October 25, 2021) that RCSD prepare a Water Supply Assessment (WSA), in accordance with the provisions of California Water Code Sections 10910-10915, for use in preparing the environmental impact report for a development project known as "The District at Jurupa Valley", Jurupa Valley Specific Plan SP21001, MA21269 (Project). A copy of the City's request is included as **Appendix A**.

Under provisions of the California Water Code and California Government Code, RCSD has 90 days from receipt of the City's request to prepare the WSA. This WSA was prepared in response to the City's request and was approved by the Board of Directors on date shown on the cover page.

A. SENATE BILL NO. 221 (CALIFORNIA GOVERNMENT CODE SECTION 66473.7 (CGC 66473.7))

CGC 66473.7 (**Appendix C**) prohibits approval of a tentative map, or a parcel map for which a tentative map was not required, or a development agreement for subdivisions of more than 500 dwelling units unless the legislative body of a city or county provides written verification from the applicable public water system (PWS) that there is a sufficient water supply to support the Project, defined as "the total water supplies available during normal, single-dry, and multiple-dry years within a 20-year projection that will meet the projected demand associated with the proposed subdivision, in addition to existing and planned future uses, including, but not limited to, agricultural and industrial uses."

In determining sufficient water supply, all of the following factors shall be considered:

- Availability of water supplies over a historical record of at least 20 years.
- Applicability of an urban water shortage contingency analysis prepared pursuant to Section 10632 of the Water Code that includes actions to be undertaken by the PWS in response to water supply shortages.



- Reduction in water supply allocated to a specific water use sector pursuant to a resolution or ordinance adopted or a contract entered into by the PWS.
- Amount of water from other water supply projects such as conjunctive use, reclaimed water, water conservation, and water transfer.

In addition, the Written Verification shall be supported by substantial evidence which may include, but is not limited to, any of the following:

- The most recently adopted Urban Water Management Plan (UWMP).
- A WSA that was completed pursuant to Part 2.10 (commencing with Section 10910) of Division 6 of the Water Code.
- A groundwater sustainability plan (GSP) adopted or alternative approved pursuant to Part 2.74 (commencing with Section 10720) of Division 6 of the Water Code.
- Other information relating to the sufficiency of the water supply that contains analytical information substantially similar to the assessment required by Section 10635 of the Water Code.

If the Written Verification relies on projected water supplies that are not currently available, the availability of said supplies shall be based on written contracts or other proof of valid rights to the identified water supply, copies of a capital outlay program for financing the delivery of a sufficient water supply, securing of applicable federal, state, and local permits for construction of necessary infrastructure, and any necessary regulatory approvals.

The Written Verification shall also include a description, to the extent that data is reasonably available based on published records maintained by federal and state agencies, and public records of local agencies, of the reasonably foreseeable impacts of the proposed subdivision on the availability of water resources for agricultural and industrial uses within the PWS's service area that are not currently receiving water from the PWS but are utilizing the same sources of water.

If a water supply includes groundwater, the PWS shall evaluate, based on substantial evidence, the extent to which it or the landowner has the right to extract the additional groundwater to supply the proposed subdivision.



In addition, if the water supply includes groundwater, the following factors shall be considered in the Written Verification:

- For basins that have been adjudicated, a copy of the order or decree adopted by the court or the board.
- For basins that have not been adjudicated and are designated as medium- or high-priority under the Sustainable Groundwater Management Act (SGMA), the most recently adopted GSP or approved alternative plan;
- For medium- or high-priority basins that have not been adjudicated where no GSP or alternative has been approved, and for basins that have not been adjudicated that are designated as low- or very low-priority under SGMA, information as to whether the Department of Water Resources (DWR) has identified the basin as being overdrafted or projected that the basin will become overdrafted if present management conditions continue.

B. SENATE BILL NO. 610 (CALIFORNIA WATER CODE SECTION 10910 (CWC 10910))

CWC 10910 (**Appendix D**) requires that a city or county, upon determining that a project with a significant water demand is subject to CEQA, request that any PWS responsible for supplying water to the project determine whether the project's projected water demand was included in its most recently adopted UWMP. If such demand was not accounted for, the PWS must prepare a WSA, which must include a discussion of the ability of the PWS's available water supply to meet the project's projected water demand in addition to the PWS's existing and planned future demands.

CWC 10910 defines a Project as:

- A proposed residential development of more than 500 dwelling units.
- A proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space.
- A proposed commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space.
- A proposed hotel or motel, or both, having more than 500 rooms.



- A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area.
- A mixed-use project that includes one or more of the aforementioned projects.
- A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project. If a PWS has fewer than 5,000 service connections, a project would also be defined as a proposed development that would account for an increase of 10% or more in the number of the PWS's existing service connections.

In addition to the above, CWC 10910 requires that the WSA identify any existing water supply entitlements, water rights, or water service contracts held by the PWS, as evidenced by written contracts, copies of capital outlay programs, necessary regulatory approvals, and federal, state, and local infrastructure construction permits relevant to the identified project's water supply, including a description of quantities of water received in prior years by the PWS under the existing water supply entitlements, water rights, or water service contracts. If no water has been received in prior years by the PWS, the WSA must identify another PWS that receives water supply from or has existing water supply entitlements, water rights, or water service contracts to the same source of water that the PWS has identified as a source of its water supply.

The WSA shall include:

- Identification of any existing water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project and quantities of water received in prior years by the PWS under the existing water supply entitlements, water rights, or water service contracts, including a description of quantities of water received in prior years by the PWS under the existing water supply entitlements, water rights, or water service contracts. Identification of the existing entitlements, water rights, or contracts shall be demonstrated by providing information related to written contracts or other proof of entitlement to the identified water supply, copies of a capital outlay program for financing the delivery of a water supply that has been adopted by the PWS, federal, state, and local permits for construction of necessary infrastructure associated with delivering the water supply, and any necessary regulatory approvals required to convey or deliver the water supply. If no water has been received in prior years by the PWS, the



WSA must identify another PWS that receives water supply from or has existing water supply entitlements, water rights, or water service contracts to the same source of water that the PWS has identified as a source of its water supply.

- Identification of other PWSs that receive a water supply or have existing water supply entitlements, water rights, or water service contracts to the same source of water.
- A review of any information in the UWMP relevant to the identified water supply for the proposed project.
- If the water supply for a proposed project includes groundwater, CWC 10910 requires that the following additional information be included in the WSA:
 - A description of the groundwater basin or basins from which the proposed project will be supplied, together with pertinent documents (if adjudicated) or information as to actual or pending [i.e. potential] overdraft (if not adjudicated).
 - If a basin has been adjudicated, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the PWS has the legal right to pump under the order or decree shall be addressed.
 - If a basin has not been adjudicated, and has been designated by the DWR as "low" or "very low" priority, information as to whether the DWR has identified the basin as overdrafted or has projected that the basin will become overdrafted in the most current bulletin of the DWR that characterizes the condition of the groundwater basin shall be addressed as well as a detailed description of the efforts being undertaken to eliminate the long-term overdraft condition.
 - If a basin has not been adjudicated, and has been designated by the DWR as "medium" or "high" priority, information regarding the following:
 - (i) Whether the DWR has identified the basin as being subject to critical conditions of overdraft.
 - (ii) If a groundwater sustainability agency has adopted a groundwater sustainability plan or has an approved alternative, a copy of that alternative or plan.
 - A detailed description and analysis of the amount and location of groundwater pumped by the PWS for the past five years from any groundwater basin from which the proposed project will be supplied.



- A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the PWS from any basin from which the proposed project will be supplied.
- An analysis of the sufficiency of the groundwater from the basin from which the proposed project will be supplied to meet the projected water demand associated with the proposed project.

The city or county shall request the PWS to determine if the projected water demand associated with a project was included in the most recently adopted UWMP. If the projected water demand was accounted for in the most recently adopted UWMP, the PWS may incorporate information from the UWMP to comply with the aforementioned requirements.

If, as a result of the assessment, the PWS concludes that its water supplies are or will be insufficient for the proposed Project, the PWS shall provide its plans for acquiring additional water supplies. Said plans may include, but are not limited to, estimated total cost and proposed method of financing the costs associated with the additional water supplies; all federal, state, and local permits, approvals, or entitlements anticipated to be required to acquire and develop the additional water supplies; and estimated time frames to acquire the additional water supplies.

CHAPTER II

PROJECT



CHAPTER II PROJECT

A. GENERAL

The Project is located in the northeast quadrant of the City of Jurupa Valley, specifically south of State Route 60, northwest of the Santa Ana River, southeast of Rubidoux Blvd., and generally northeast of 34th St. The overall size of the Project Site is 247 acres.

Based on the currently proposed Land Use Plan dated April 13, 2022 (**Appendix B**), the project will consist of a maximum of 1,196 residential dwelling units on 54.7 acres, 91.2 acres of commercial development, 6.5 acres of business park development, 70.8 acres of Industrial/Logistics development, and 23.6 acres of public improvements (streets, parkway, public facilities). The entire project will annex into the RCSD.

B. WATER DEMAND

The proposed project consists of a new specific plan (The District at Jurupa Valley Specific Plan) that would replace the Emerald Meadows Ranch Specific Plan (SP-337) that was approved by Riverside County in 2005, prior to the City of Jurupa Valley's incorporation.

On June 14, 2004, the District approved a WSA for the Emerald Meadows Ranch Specific Plan. The LUP for SP-337 included approximately 1,052 residential dwelling units, approximately 49 acres of churches, parks and schools, and approximately 50 acres of commercial development. Based on duty factors set forth in the District's 1999 Water Facilities Master Plan (1.0 acre-foot per year (AF/Yr) per dwelling unit, 4.0 acre-feet per acre per year (AF/ac/Yr) for schools and parks, and 0.7 AF/ac/Yr for commercial development) the water demand for the Emerald Meadows Ranch project was estimated to be 1,300 AF/Yr. Riverside County adopted an EIR (SCH 2004031007) in 2005 covering SP-337. The Emerald Meadows Ranch project was included, by name, in RCSD's 2015 Water Facilities Master Plan with a projected water demand of 1,100 AF/Yr.

The Emerald Meadows Ranch project was also identified by name in RCSD's 2020 Urban Water Management Plan (UWMP, adopted 6/17/2021, amended 4/7/2022) as a future development whose proposed land uses were already included in RCSD's land use plan. The water demands for said land uses had previously been identified as 1,100 AF/Yr in the 2015 Water Facilities Master Plan.



Due to the implementation of water conservation measures starting around 2012 and continuing to the current date, residential water demands have decreased since preparation of the 2015 Water Facilities Master Plan. The following statement occurs on p. 4-12 of RCSD's 2020 UWMP:

"...the aforementioned large development projects (i.e., Agua Mansa, Rio Vista, Emerald Meadows, Shadow Rock) will include water-efficient features that may reduce the currently estimated water demands for these projects."

A demand determination for the Project, incorporating the current proposed land use plan and updated residential water use assumptions as set forth in RCSD's 2022 Water Master Plan (adopted 6/16/2022, incorporated herein by reference), is included herein as **Appendix E**. According to the calculations set forth in **Appendix E**, the maximum anticipated total water demand for the project is approximately 612 AF/Yr, which is considerably less than the 1,100 AF/Yr covered by the 2020 UWMP. Therefore, the Project's water demand has been included in RCSD's most recently adopted UWMP, with a substantial safety factor.

Since the Project's water demand has been included in RCSD's most recently adopted UWMP, a WSA under CWC 10910 (SB 610) is technically not required; however, this fact does not eliminate the requirement for a Written Verification under CGC 66473.7.

Since the Project's water demand has been included in RCSD's most recently adopted UWMP, said 2020 UWMP is hereby incorporated into this Written Verification and Water Supply Assessment by reference and submitted as substantial evidence, in accordance with the requirements of CGC 66473.7, that there is a sufficient water supply to support the Project, defined as "the total water supplies available during normal, single-dry, and multiple-dry years within a 20-year projection that will meet the projected demand associated with the proposed subdivision, in addition to existing and planned future uses, including, but not limited to, agricultural and industrial uses."

CHAPTER III

WATER SUPPLY



CHAPTER III WATER SUPPLY

A. GENERAL

This chapter provides information required by CGC 66473.7 and CWC 10910 pertinent to the Project's water supply. Since RCSD potable water supply consists of groundwater, information specific to groundwater sources is included herein. This chapter will address the following:

- Availability of water supplies over a historical record of at least 20 years.
- Applicability of an urban water shortage contingency analysis prepared pursuant to Section 10632 of the Water Code that includes actions to be undertaken by the PWS in response to water supply shortages.
- Reduction in water supply allocated to a specific water use sector pursuant to a resolution or ordinance adopted or a contract entered into by the PWS.
- Amount of water from other water supply projects such as conjunctive use, reclaimed water, water conservation, and water transfer.
- Review of any information in the UWMP relevant to the identified water supply for the proposed project.
- Description of groundwater basins from which the proposed project will be supplied.
- Description of the amount of groundwater RCSD has the legal right to pump.
- Identification of other PWSs that receive a water supply or have existing water supply entitlements, water rights, or water service contracts to the same source of water.
- Detailed description and analysis of the amount and location of groundwater pumped by RCSD for the past five years from any groundwater basin from which the proposed project will be supplied.
- Detailed description and analysis of the amount and location of groundwater that is projected to be pumped by RCSD from any basin from which the proposed project will be supplied.
- An analysis of the sufficiency of the groundwater from the basin from which the proposed project will be supplied to meet the projected water demand associated with the project.



B. AVAILABILITY OF WATER SUPPLIES OVER A HISTORICAL RECORD OF AT LEAST 20 YEARS

Table 6A in RCSD's 2020 UWMP, adopted 6/17/2021 and amended 4/7/2022, provides RCSD's groundwater productions records since 1970.

C. APPLICABILITY OF AN URBAN WATER SHORTAGE CONTINGENCY ANALYSIS PREPARED PURSUANT TO SECTION 10632 OF THE WATER CODE THAT INCLUDES ACTIONS TO BE UNDERTAKEN BY THE PWS IN RESPONSE TO WATER SUPPLY SHORTAGES

Chapter 8 OF RCSD's 2020 UWMP contains an Urban Water Shortage Contingency Plan.

D. REDUCTION IN WATER SUPPLY ALLOCATED TO A SPECIFIC WATER USE SECTOR PURSUANT TO A RESOLUTION OR ORDINANCE ADOPTED OR A CONTRACT ENTERED INTO BY THE PWS

RCSD has not adopted a resolution or ordinance, or entered into a contract, that reduces water supply allocated to a specific water use sector.

E. AMOUNT OF WATER FROM OTHER WATER SUPPLY PROJECTS SUCH AS CONJUNCTIVE USE, RECLAIMED WATER, WATER CONSERVATION, AND WATER TRANSFER

Chapter 6 of RCSD's 2020 UWMP addresses these concerns.

F. REVIEW OF ANY INFORMATION IN THE URBAN WATER MANAGEMENT PLAN RELEVANT TO THE IDENTIFIED WATER SUPPLY FOR THE PROPOSED PROJECT

RCSD's 2020 UWMP addresses water supply/water resources, reliability planning, water use provisions, supply and demand comparison provisions, water demand management measures, and water recycling, and includes a water shortage contingency plan. RCSD's 2020 UWMP is incorporated herein by reference.

The Emerald Meadows Ranch project, which was the predecessor to the proposed Project, was identified by name in RCSD's 2020 UWMP (p. 3-27) as a future development whose proposed land uses were already included in RCSD's land use plan. The water demands for said land uses had previously been identified as 1,100 AF/Yr in the 2015 Water Facilities Master Plan.



RCSD's 2020 UWMP acknowledges (p. 4-12), that the actual water demands of the proposed Project will be less than those anticipated in the 2020 UWMP, as follows: *"...the aforementioned large development projects (i.e., Agua Mansa, Rio Vista, Emerald Meadows, Shadow Rock) will include water-efficient features that may reduce the currently estimated water demands for these projects."*

G. DESCRIPTION OF GROUNDWATER BASINS FROM WHICH THE PROPOSED PROJECT WILL BE SUPPLIED

RCSD currently has six potable and six non-potable water production wells that extract groundwater from the Riverside South Groundwater Basin. Essentially, all of RCSD's service area overlies the Riverside South Groundwater Basin. Based on RCSD's 2020 UWMP, future water demand (including water demand for the proposed Project) will be met by continued and increased production of groundwater from the Riverside South Groundwater Basin, augmented by water purchased from Western Municipal Water District and wheeled through the City of Riverside's distribution system (RPU connection).

The Riverside South Groundwater Basin is that portion of the Riverside Groundwater Basin located in Riverside County (The Riverside North Groundwater Basin is that portion of the Riverside Groundwater Basin located in San Bernardino County). The Riverside Basin is located between the Chino Groundwater Basin on the northwest and the Colton Groundwater Basin on the northeast.

Chapter 6 of RCSD's 2020 UWMP includes additional descriptive information pertaining to the Riverside South Groundwater Basin.

H. DESCRIPTION OF THE AMOUNT OF GROUNDWATER RCSD HAS THE LEGAL RIGHT TO PUMP

On March 1, 1963, Western Municipal Water District (WMWD) filed a suit for a general adjudication of water rights within the San Bernardino Basin Area. A physical settlement was completed and documents delineating the settlement were entered in the Superior Court of the State of California in and for the County of Riverside on April 17, 1969, being Judgment No. 78426 (hereafter referred to as the 1969 Judgment). The 1969 Judgment included the establishment of rights to extract water from three groundwater basins (San Bernardino, Colton, and Riverside) and



provided for replenishment in the event actual extractions exceed those rights. The 1969 Judgment is included as **Appendix F**.

The 1969 Judgment required the Watermaster to determine base extraction rights and export rights based on the average annual extractions and exports which occurred over the five-year period 1959 through 1963. The Court appointed a Watermaster, composed of two persons (each representing the interests of one of the parties), to administer and enforce the provisions of the 1969 Judgment and to report annually to the Court and the parties to the litigation. Accordingly, the Watermaster prepares an annual report which provides an accounting of extractions within the noted basins.

The 1969 Judgment established principles for determining allowable extractions from the San Bernardino, Colton, and Riverside Groundwater Basins. According to the terms of the 1969 Judgment, WMWD and San Bernardino Valley Municipal Water District are obligated to provide groundwater replenishment if actual extractions exceed allowable extractions; however, neither agency has ever had to provide replenishment in accordance with the 1969 Judgment. If replenishment is ever required, the costs for such replenishment will probably be allocable to the groundwater extractors, including RCSD. However, neither the Watermaster nor the Court have ever established a formula for allocating replenishment costs to groundwater extractors.

The 1969 Judgment was amended on February 24, 1992 to clarify provisions relating to the computation of the replenishment obligations and credits of the parties.

Discussions with the WMWD Watermaster indicate that replenishment would not commence until the combined credits of the Colton, Riverside North, and Riverside South groundwater basins are depleted; therefore, the following recitals from the 1969 Judgment apply to RCSD:

1. Extractions from Colton Basin Area and Riverside Basin Area in San Bernardino County for use in Riverside County

Recital VIII (a) provides "The average annual extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County for use outside San Bernardino Valley for the five-year period ending with 1963 are assumed to be 3,349 acre-feet (AF) and 20,191 AF, respectively, the correct figures shall be determined by the Watermaster as therein provided." The extractions were later adjusted by the Watermaster in accordance with the 1969 Judgment to 3,381 AF/Yr for the Colton



Groundwater Basin and 21,085 AF/Yr for the Riverside North Groundwater Basin, hereinafter referred to as base rights.

Recital VIII (b) provides "Over any five-year period, there may be extracted from each such Basin Area for use outside San Bernardino Valley, without replenishment obligation, and [sic] amount equal to five times such annual average for the Basin Area; provided, however, that if extractions in any year exceed such average by more than 20%, WMWD shall provide replenishment in the following year equal to the excess extractions over such 20% peaking allowance."

The five-year limits for the Colton Groundwater Basin and the Riverside North Groundwater Basin are $5 \times 3,381 \text{ AF} = 16,905 \text{ AF}$ and $5 \times 21,085 \text{ AF} = 105,425 \text{ AF}$, respectively. The one-year maximum extraction for the Colton Groundwater Basin and the Riverside North Groundwater Basin are $1.2 \times 3,381 \text{ AF} = 4,057 \text{ AF}$ and $1.2 \times 21,085 \text{ AF} = 25,302 \text{ AF}$, respectively.

The pertinent information from the most recent Watermaster report dated August 1, 2021, which addresses extractions for calendar years 1971 through 2020, is summarized as follows:

- a. As shown in Volume 2, Table No. 5 of the Watermaster Report, extractions from the Colton Groundwater Basin for use in Riverside County for the five-year period 2016-2020 amounted to 4,086 AF or about 24% of the 16,905 AF five-year limit. Watermaster records show that the maximum five-year extraction occurred in 1975-79 at 11,402 AF. Since 1971, annual extractions have never exceeded the 4,057 AF limit. The maximum annual extraction occurred in 1975 at 3,873 AF. Extractions for 2020 were substantially lower at 5 AF.
- b. As shown in Volume 3, Table No. 5 of the Watermaster Report, extractions from the Riverside North Groundwater Basin for use in Riverside County for the five-year period 2016-2020 amounted to 50,372 AF, or about 48% of the 105,425 AF five-year limit. Watermaster records show that the maximum five-year extraction occurred in 1989-93 at 80,014 AF. Since 1971, annual extractions have never exceeded the 25,302 AF limit. The maximum annual



extraction occurred in 1972 at 18,588 AF. Extractions for 2019 were substantially lower at 10,069 AF.

2. Extractions from the Portion of Riverside Basin Area in Riverside County Tributary to Riverside Narrows

Recital IX (a) provides "The average annual extractions from the portion of the Riverside Basin Area in Riverside County which is tributary to Riverside Narrows, for use in Riverside County, for the five-year period ending with 1963 are assumed to be 30,044 AF; the correct figures shall be determined by the Watermaster as herein provided." The extraction was later adjusted by the Watermaster in accordance with the 1969 Judgment to 29,633 AF/Yr, hereinafter referred to as base rights.

Recital IX (b) provides "Over any five-year period, there may be extracted from such Basin Area, without replenishment obligation, an amount equal to five times such annual average for the Basin Area; provided, however, that if extractions in any year exceed such average by more than 20%, WMWD shall provide replenishment in the following year equal to the excess extractions over such 20% peaking allowance."

The five-year limit for that portion of the Riverside Basin Area (Riverside South Groundwater Basin) in Riverside County which is tributary to Riverside Narrows is 148,165 AF and the one-year maximum extraction is 35,560 AF.

As shown in Volume 4, Table No. 4 of the most recent Watermaster Report dated August 1, 2021 (which addresses extractions for calendar years 1971 through 2020), extractions for the five-year period 2016-2020 amounted to 132,530 AF, or about 89% of the 148,165 AF five-year limit. Watermaster records show that maximum five-year extraction occurred in 1972-76 at 169,052 AF.

Since 1971, annual extractions exceeded the 35,560 AF single year limit during three years (1972, 1974, and 2007). The maximum annual extraction occurred in 1974 at 38,304 AF. Extractions for 2020 amounted to 27,447 AF.

The net accumulated credits for the Colton Groundwater Basin and the Riverside Groundwater Basins had reached 466,040 AF by 2014.



3. Replenishment to Offset New Exports of Water to Areas Not Tributary to Riverside Narrows

Recital X provides "Certain average annual amounts of water extracted from the San Bernardino Basin Area and the area downstream therefrom to Riverside Narrows during the five-year period ending in 1963 have been exported for use outside of the area tributary to Riverside Narrows and are assumed to be 50,667 AF annually as set forth in Table C-1 of Appendix "C"; the correct amount shall be determined by the Watermaster as herein provided." The extraction was later adjusted by the Watermaster in accordance with the 1969 Judgment to 42,535 AF/Yr.

Based on Volume 6 of the most recent Watermaster Report dated August 1, 2021, which addresses exports for calendar years 1972 through 2020, exports for 2020 amounted to 37,657 AF or about 89% of the 42,535 AF base right. Since 1971, annual exports exceeded the 42,535 AF single year limit during six years (1976, 1984, 1988, 1989, 1990, and 1991). The maximum annual export occurred in 1991 (46,606 AF).

Replenishment credits apply to extractions, rather than to exports; thus, credits are not applicable to exports of water to areas not tributary to Riverside Narrows.

Most of RCSD's water use is within areas tributary to Riverside Narrows. In 2020, RCSD exports to other areas amounted to about 687 AF (Volume 6, Table No. A). Said areas are considered to have reached ultimate development; therefore, said amounts are not expected to increase in future years.

4. Replenishment Credits and Adjustments for Quality

Recital XI (b) provides that credits against future replenishment obligations accrue for underextractions (amount extracted is less than the allowed amount), return flows from excess extractions, increased treated sewage flows, excess replenishment, conserved storm flows, and return flows from imported water use. Credits for underextractions in the Colton and Riverside Basins are considered in the aggregate. Such credits accrue on an annual basis in the Colton and Riverside Basins.

With a combined net credit of 546,307 AF (including 2,086 for 2020, see Volume 6, Table No. 7) for the Colton, Riverside North, and the Riverside South groundwater basins, it is



likely that actual extractions from the Riverside South Groundwater Basin can exceed the allowable extractions without replenishment so long as water is available and credits associated with underextractions remain.

Chapter 6 of RCSD's 2020 UWMP provides additional discussion of these matters.

I. IDENTIFICATION OF OTHER PUBLIC WATER SYSTEMS THAT RECEIVE A WATER SUPPLY OR HAVE EXISTING WATER SUPPLY ENTITLEMENTS, WATER RIGHTS, OR WATER SERVICE CONTRACTS TO THE SAME SOURCE OF WATER

The Watermaster report dated August 1, 2021 (Volume 4, Table 3A) identifies five PWSs that extract water from the Riverside South Groundwater Basin. For 2020, a total of 27,447 AF/Yr was extracted from the Riverside South Groundwater Basin by all pumpers. Extractions by the five PWSs in CY 2020 are summarized as follows:

Public Water System	2020 Extractions (AF/Yr)
City of Riverside	17,302
Rubidoux Community Services District	5,186
City of Riverside – Gage Canal	3,175
Jurupa Community Service District	491
Eastern Municipal Water District	0
Total:	26,154

These five PWSs account for approximately 95% of the water extracted from the Riverside South Groundwater Basin. All of the public and private entities that extract water from the Riverside South Groundwater Basin are set forth in **Appendix G**.

J. DETAILED DESCRIPTION AND ANALYSIS OF THE AMOUNT AND LOCATION OF GROUNDWATER PUMPED BY RCSD FOR THE PAST FIVE YEARS FROM ANY GROUNDWATER BASIN FROM WHICH THE PROPOSED PROJECT WILL BE SUPPLIED

As set forth in Chapter 6 of RCSD's 2020 UWMP, RCSD currently has six potable and six non-potable water production wells that can extract groundwater from the Riverside South Groundwater Basin. The amount of groundwater pumped by RCSD from the Riverside South



Groundwater Basin for 2016 through 2020 (from Submittal Table 6-1 of RCSD's 2020 UWMP) is summarized as follows:

Year	Groundwater Production (AF/Yr)
2016	7,329
2017	7,636
2018	5,256
2019	4,717
2020	5,187

K. DETAILED DESCRIPTION AND ANALYSIS OF THE AMOUNT AND LOCATION OF GROUNDWATER THAT IS PROJECTED TO BE PUMPED BY RCSD FROM ANY BASIN FROM WHICH THE PROPOSED PROJECT WILL BE SUPPLIED

As set forth in Chapter 6 of RCSD's 2020 UWMP, future water demand (including water demand for the proposed project) will be met by continued and increased production of groundwater from the Riverside South Groundwater Basin, augmented by water purchased from Western Municipal Water District and wheeled through the City of Riverside's distribution system (RPU connection).

Based on data presented in Submittal Table 4-2 of RCSD's 2020 UWMP, the projected amount of groundwater to be pumped by RCSD from the Riverside South Groundwater Basin (including water for the proposed Project) is summarized as follows:

Year	Projected Groundwater Production (rounded) (AF/Yr)
2025	8,182
2030	10,914
2035	11,649
2040	12,388
2045	13,130

Submittal Table 4-2 of RCSD's 2020 UWMP includes a detailed breakdown of the projected production by usage sector.



L. AN ANALYSIS OF THE SUFFICIENCY OF THE GROUNDWATER FROM THE BASIN FROM WHICH THE PROPOSED PROJECT WILL BE SUPPLIED TO MEET THE PROJECTED WATER DEMAND ASSOCIATED WITH THE PROJECT

In accordance with the 1969 Judgment, RCSD can extract groundwater from the Riverside South Groundwater Basin without restrictions until the combined credit of the Colton, Riverside North, and Riverside South groundwater basins are depleted. Once the available credit is depleted, WMWD will be obligated to provide groundwater replenishment. It is anticipated that the cost for replenishment will be allocated to all groundwater extractors, including RCSD.

Based on the latest Watermaster Report (dated August 1, 2021), total extractions from the Colton, Riverside North, and Riverside South Basins have increased from 36,036 AF/Yr in 2016 to 37,521 AF/Yr in 2020, approximately a 1% increase per year. Assuming groundwater extractions from these three groundwater basins continues to increase 1% per year, total extraction would increase to approximately 48,777 AF/Yr by 2050. At this rate, it would take over 11 years to deplete the currently available credit of 546,307 AF (a figure which continues to increase).

Even after the available credit is depleted, RCSD can continue to extract groundwater from the Riverside South Groundwater Basin; however, RCSD could be subject to payment of its share of the cost of groundwater replenishment to maintain pumping to meet future water demands.

Chapter 6 of RCSD's 2020 UWMP provides additional information affirming the sufficiency of the groundwater from the Riverside South Groundwater Basin to meet RCSD's projected water demands, including the water demands associated with the proposed Project.

CHAPTER IV
SUMMARY/CONCLUSIONS



CHAPTER IV SUMMARY/CONCLUSIONS

A. PROJECT

The Project is located in the northeast quadrant of the City of Jurupa Valley, specifically south of State Route 60, northwest of the Santa Ana River, southeast of Rubidoux Blvd., and generally northeast of 34th St. The overall size of the Project Site is 247 acres.

The project will consist of a maximum of 1,196 residential dwelling units on 54.7 acres, 91.2 acres of commercial development, 6.5 acres of business park development, 70.8 acres of Industrial/Logistics development, and 23.6 acres of public improvements (streets, parkway, public facilities).

The water demand for the proposed project is currently estimated to be less than 1,000 AF/Yr.

B. PROJECTED ANNUAL WATER PRODUCTION REQUIREMENTS

Projected annual water production requirements for RCSD as set forth in RCSD's 2020 UWMP are summarized as follows:

Year	Projected Groundwater Production (rounded) (AF/Yr)
2025	7,960
2030	10,686
2035	11,416
2040	12,149
2045	12,886

The area designated as The District at Jurupa Valley was identified in RCSD's 2020 UWMP by a previous name, Emerald Meadows Ranch, with an estimated annual water demand of approximately 1,100 AF/Yr. Said estimated demand exceeds the currently estimated demand calculated herein according to the proposed Land Use Plan. Therefore, the water demand estimated



for the current District at Jurupa Valley Plan was included, with a significant margin of safety, in RCSD's 2020 UWMP.

C. WATER SUPPLY

RCSD's current and future water supply will consist of groundwater extracted from the Riverside South Groundwater Basin, augmented by water purchased from Western Municipal Water District and wheeled through the City of Riverside's distribution system (RPU connection).

As a result of the 1969 Judgment, RCSD can extract groundwater from the Riverside South Groundwater Basin without restrictions until the combined credit of the Colton, Riverside North, and Riverside South Groundwater Basins are depleted. Once the available credit is depleted, WMWD will be obligated to provide groundwater replenishment. It is anticipated that the cost of the replenishment will be allocated to all groundwater extractors, including RCSD.

Based on the latest Watermaster Report (dated August 1, 2021), total extractions from the Colton, Riverside North, and Riverside South Basins have increased from 36,036 AF/Yr in 2016 to 37,521 AF/Yr in 2020, approximately a 1% increase per year. Assuming groundwater extractions from these three groundwater basins continues to increase 1% per year, total extraction would increase to approximately 48,777 AF/Yr by 2050. At this rate, it would take over eleven years to deplete the currently available credit of 546,307 AF (a figure which continues to increase).

Even after the available credit is depleted, RCSD can continue to extract groundwater from the Riverside South Groundwater Basin; however, RCSD could be subject to payment of its share of the cost of groundwater replenishment to maintain pumping to meet future water demands.

Chapter 6 of RCSD's 2020 UWMP provides additional information affirming the sufficiency of the groundwater from the Riverside South Groundwater Basin to meet RCSD's projected water demands, including the water demands associated with the proposed Project.



D. CONCLUSION

As a result of the 1969 Judgment, RCSD is guaranteed a sufficient water supply from the Riverside South Groundwater Basin to meet current and future water demands, including the demands associated with the proposed Project; even if no water is purchased from WMWD.

APPENDIX A

CITY OF JURUPA VALLEY
REQUEST FOR
WATER SUPPLY ASSESSMENT

City of Jurupa Valley

**Lorena Barajas Mayor, Chris Barajas Mayor Pro Tem,
Leslie Altamirano, Council Member, Brian Berkson, Council Member, Guillermo Silva, Council Member**

October 25, 2021

Mr. Ted Beckwith
Rubidoux Community Services District
Director of Engineering
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509

Sent via email: tbeckwith@rcsd.org

SUBJECT: REQUEST FOR WATER SUPPLY ASSESSEMNT FOR THE DISTRICT@RUBIDOUX PROJECT (CITY CASE NO. MA21269)

Dear Mr. Beckwith,

The City of Jurupa Valley is the Lead Agency pursuant to the California Environmental Quality Act (CEQA), for the Environmental Impact Report (EIR) that is being prepared for the District@Rubidoux Project. The Project is an approximately 250-acre site located off the 60-Freeway and Rubidoux Blvd. The Project Site is currently entitled under the Emerald Meadows Ranch Specific Plan, approved in 2005. The District @ Rubidoux Specific Plan will rescind and replace the existing Emerald Meadow's Ranch Specific Plan. The District at Rubidoux Specific Plan will establish a new master plan community that will transform the Site into a mixed-use development comprised of warehouse/logistics, retail, commercial, hospitality, and mixed density residential, with the integration of open space and recreation uses.

For this reason, the City will need to comply with the water supply assessment requirements of the State Water Code (Section 10910-10915), pursuant to State CEQA Guidelines Section 15155 (a) (1) (G). Therefore, the City is requesting a water supply assessment from the District to determine the District's ability to meet the water demands of the proposed project. The following information is intended to aid the District in the preparation of the requested water supply assessment.

Please refer to Attachment 1-*Project Description* and Attachment 2-*Conceptual Site Plan* for the proposed Project information.

**8930 Limonite Ave., Jurupa Valley, CA 92509-5183
Phone: (951) 332-6464, FAX (951) 332-6995
www.jurupavalley.org**

If you have any questions or need additional information from the Project Proponent, please contact the following:

Jennifer Brooks

Project Manager

DO Capital Partners

484 S. San Vicente Blvd.

Los Angeles, CA 90048

E-Mail: jenniferb@docapgroup.com

Office: 310.441.5001

Cell: 949.922.2456

Brent McManigal

Shareholder

Gresham Savage Nolan & Tilden, PC

550 East Hospitality Lane, Suite 300

San Bernardino, CA 92408-4205

Office: (909) 890-4499 Ext. 1807

brent.mcmanigal@greshamsavage.com

If you have any questions or need additional information from the City, please contact the following:

Rocio Lopez

Senior Planner

City of Jurupa Valley

8930 Limonite Avenue

Jurupa Valley, CA 92509

(951) 332-6474 ext. 212

Sincerely,



Ernest Perea, CEQA Administrator

Attachments:

Project Description

Conceptual Site Plan

APPENDIX B

PROPOSED LAND USE PLAN (LUP) APRIL 2022



Table 2-1: Land Use Summary

Land Use	TTM Reference	Gross Acreage	Non-Residential Square Feet	Hotel Rooms ¹	Dwelling Unit
Commercial					
Neighborhood	1	10.8	165,000	---	---
Retail	2	17.8	175,000	---	---
Retail - Power Center	3,4,5	49.1	1,000,000	---	---
Tourist	14, 15	6.0	142,500	160	---
Vacate R/W	---	4.5	---	---	---
NAP Parcel	---	3.0	---	---	---
Commercial Sub-Total		91.2	1,482,500	160	0
Residential					
High Density Residential ²	9, 10, 11, 12, 13	47.5	---	---	1,196
25 du/acre					
Open Space	---	7.2	---	---	---
Residential Sub-Total		54.7	0	0	1,196
Business Park					
Business Park	7	4.4	30,000	---	---
Vacate R/W	---	1.2		---	---
NAP Parcel	---	1.0		---	---
Business Park Sub-Total		6.5	30,000	0	0
Industrial/Logistics					
Industrial	8	70.4	1,500,000	---	---
Vacated R/W	---	0.4	---	---	---
Industrial Sub-total		70.8	1,500,000	0	0
Public Improvements					
Public Streets	A, Q, C, D, J, K, L	20.1	---	---	---
Public Parkway	E, I	0.9	---	---	---
Public Facility	H	2.7	---	---	---
Public Imp Sub-Total		23.6	0	0	0
TOTALS		247 AC	3,012,500 SF	160 Rm	1,196 DU

Notes:

1. Hotel Square Feet included in Non-Residential Square Feet.
2. Density permits up to 25 du/acre, with no minimum.

APPENDIX C

**CALIFORNIA GOVERNMENT CODE SECTION 66473.7
(SENATE BILL NO. 221 AS AMENDED)**

State of California

GOVERNMENT CODE

Section 66473.7

66473.7. (a) For the purposes of this section, the following definitions apply:

(1) "Subdivision" means a proposed residential development of more than 500 dwelling units, except that for a public water system that has fewer than 5,000 service connections, "subdivision" means any proposed residential development that would account for an increase of 10 percent or more in the number of the public water system's existing service connections.

(2) "Sufficient water supply" means the total water supplies available during normal, single-dry, and multiple-dry years within a 20-year projection that will meet the projected demand associated with the proposed subdivision, in addition to existing and planned future uses, including, but not limited to, agricultural and industrial uses. In determining "sufficient water supply," all of the following factors shall be considered:

(A) The availability of water supplies over a historical record of at least 20 years.

(B) The applicability of an urban water shortage contingency analysis prepared pursuant to Section 10632 of the Water Code that includes actions to be undertaken by the public water system in response to water supply shortages.

(C) The reduction in water supply allocated to a specific water use sector pursuant to a resolution or ordinance adopted, or a contract entered into, by the public water system, as long as that resolution, ordinance, or contract does not conflict with Section 354 of the Water Code.

(D) The amount of water that the water supplier can reasonably rely on receiving from other water supply projects, such as conjunctive use, reclaimed water, water conservation, and water transfer, including programs identified under federal, state, and local water initiatives such as CALFED and Colorado River tentative agreements, to the extent that these water supplies meet the criteria of subdivision (d).

(E) If a proposed subdivision relies in whole or in part on groundwater, the following factors:

(i) For a basin for which a court or the State Water Resources Control Board has adjudicated the rights to pump groundwater, the order or decree adopted by the court or the State Water Resources Control Board.

(ii) For a basin that has not been adjudicated, as follows:

(I) For a basin designated as high- or medium-priority pursuant to Section 10722.4 of the Water Code, the most recently adopted or revised adopted groundwater sustainability plan or approved alternative. If there is no adopted groundwater sustainability plan or approved alternative, information as to whether the Department

of Water Resources has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue.

(II) For a basin designated as low- or very low priority pursuant to Section 10722.4 of the Water Code, information as to whether the Department of Water Resources has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue.

(3) "Public water system" means the water supplier that is, or may become as a result of servicing the subdivision included in a tentative map pursuant to subdivision (b), a public water system, as defined in Section 10912 of the Water Code, that may supply water for a subdivision.

(b) (1) The legislative body of a city or county or the advisory agency, to the extent that it is authorized by local ordinance to approve, conditionally approve, or disapprove the tentative map, shall include as a condition in any tentative map that includes a subdivision a requirement that a sufficient water supply shall be available. Proof of the availability of a sufficient water supply shall be requested by the subdivision applicant or local agency, at the discretion of the local agency, and shall be based on written verification from the applicable public water system within 90 days of a request.

(2) If the public water system fails to deliver the written verification as required by this section, the local agency or any other interested party may seek a writ of mandamus to compel the public water system to comply.

(3) If the written verification provided by the applicable public water system indicates that the public water system is unable to provide a sufficient water supply that will meet the projected demand associated with the proposed subdivision, then the local agency may make a finding, after consideration of the written verification by the applicable public water system, that additional water supplies not accounted for by the public water system are, or will be, available prior to completion of the subdivision that will satisfy the requirements of this section. This finding shall be made on the record and supported by substantial evidence.

(4) If the written verification is not provided by the public water system, notwithstanding the local agency or other interested party securing a writ of mandamus to compel compliance with this section, then the local agency may make a finding that sufficient water supplies are, or will be, available prior to completion of the subdivision that will satisfy the requirements of this section. This finding shall be made on the record and supported by substantial evidence.

(c) The applicable public water system's written verification of its ability or inability to provide a sufficient water supply that will meet the projected demand associated with the proposed subdivision as required by subdivision (b) shall be supported by substantial evidence. The substantial evidence may include, but is not limited to, any of the following:

(1) The public water system's most recently adopted urban water management plan adopted pursuant to Part 2.6 (commencing with Section 10610) of Division 6 of the Water Code.

(2) A water supply assessment that was completed pursuant to Part 2.10 (commencing with Section 10910) of Division 6 of the Water Code.

(3) A groundwater sustainability plan adopted or alternative approved pursuant to Part 2.74 (commencing with Section 10720) of Division 6 of the Water Code.

(4) Other information relating to the sufficiency of the water supply that contains analytical information that is substantially similar to the assessment required by Section 10635 of the Water Code.

(d) When the written verification pursuant to subdivision (b) relies on projected water supplies that are not currently available to the public water system, to provide a sufficient water supply to the subdivision, the written verification as to those projected water supplies shall be based on all of the following elements, to the extent each is applicable:

(1) Written contracts or other proof of valid rights to the identified water supply that identify the terms and conditions under which the water will be available to serve the proposed subdivision.

(2) Copies of a capital outlay program for financing the delivery of a sufficient water supply that has been adopted by the applicable governing body.

(3) Securing of applicable federal, state, and local permits for construction of necessary infrastructure associated with supplying a sufficient water supply.

(4) Any necessary regulatory approvals that are required in order to be able to convey or deliver a sufficient water supply to the subdivision.

(e) If there is no public water system, the local agency shall make a written finding of sufficient water supply based on the evidentiary requirements of subdivisions (c) and (d) and identify the mechanism for providing water to the subdivision.

(f) In making any findings or determinations under this section, a local agency, or designated advisory agency, may work in conjunction with the project applicant and the public water system to secure water supplies sufficient to satisfy the demands of the proposed subdivision. If the local agency secures water supplies pursuant to this subdivision, which supplies are acceptable to and approved by the governing body of the public water system as suitable for delivery to customers, it shall work in conjunction with the public water system to implement a plan to deliver that water supply to satisfy the long-term demands of the proposed subdivision.

(g) The written verification prepared under this section shall also include a description, to the extent that data is reasonably available based on published records maintained by federal and state agencies, and public records of local agencies, of the reasonably foreseeable impacts of the proposed subdivision on the availability of water resources for agricultural and industrial uses within the public water system's service area that are not currently receiving water from the public water system but are utilizing the same sources of water. To the extent that those reasonably foreseeable impacts have previously been evaluated in a document prepared pursuant to the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) or the National Environmental Policy Act (Public Law 91-190) for the proposed subdivision, the public water system may utilize that information in preparing the written verification.

(h) Where a water supply for a proposed subdivision includes groundwater, the public water system serving the proposed subdivision shall evaluate, based on substantial evidence, the extent to which it or the landowner has the right to extract the additional groundwater needed to supply the proposed subdivision. Nothing in this subdivision is intended to modify state law with regard to groundwater rights.

(i) This section shall not apply to any residential project proposed for a site that is within an urbanized area and has been previously developed for urban uses, or where the immediate contiguous properties surrounding the residential project site are, or previously have been, developed for urban uses, or housing projects that are exclusively for very low and low-income households.

(j) The determinations made pursuant to this section shall be consistent with the obligation of a public water system to grant a priority for the provision of available and future water resources or services to proposed housing developments that help meet the city's or county's share of the regional housing needs for lower income households, pursuant to Section 65589.7.

(k) The County of San Diego shall be deemed to comply with this section if the Office of Planning and Research determines that all of the following conditions have been met:

(1) A regional growth management strategy that provides for a comprehensive regional strategy and a coordinated economic development and growth management program has been developed pursuant to Proposition C as approved by the voters of the County of San Diego in November 1988, which required the development of a regional growth management plan and directed the establishment of a regional planning and growth management review board.

(2) Each public water system, as defined in Section 10912 of the Water Code, within the County of San Diego has adopted an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) of the Water Code.

(3) The approval or conditional approval of tentative maps for subdivisions, as defined in this section, by the County of San Diego and the cities within the county requires written communications to be made by the public water system to the city or county, in a format and with content that is substantially similar to the requirements contained in this section, with regard to the availability of a sufficient water supply, or the reliance on projected water supplies to provide a sufficient water supply, for a proposed subdivision.

(l) Nothing in this section shall preclude the legislative body of a city or county, or the designated advisory agency, at the request of the applicant, from making the determinations required in this section earlier than required pursuant to subdivision (b).

(m) Nothing in this section shall be construed to create a right or entitlement to water service or any specific level of water service.

(n) Nothing in this section is intended to change existing law concerning a public water system's obligation to provide water service to its existing customers or to any potential future customers.

APPENDIX D

**CALIFORNIA WATER CODE SECTION 10910
(SENATE BILL NO. 610, AS AMENDED)**

State of California

WATER CODE

Section 10910

10910. (a) Any city or county that determines that a project, as defined in Section 10912, is subject to the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) under Section 21080 of the Public Resources Code shall comply with this part.

(b) The city or county, at the time that it determines whether an environmental impact report, a negative declaration, or a mitigated negative declaration is required for any project subject to the California Environmental Quality Act pursuant to Section 21080.1 of the Public Resources Code, shall identify any water system whose service area includes the project site and any water system adjacent to the project site that is, or may become as a result of supplying water to the project identified pursuant to this subdivision, a public water system, as defined in Section 10912, that may supply water for the project. If the city or county is not able to identify any public water system that may supply water for the project, the city or county shall prepare the water assessment required by this part after consulting with any entity serving domestic water supplies whose service area includes the project site, the local agency formation commission, and any public water system adjacent to the project site.

(c) (1) The city or county, at the time it makes the determination required under Section 21080.1 of the Public Resources Code, shall request each public water system identified pursuant to subdivision (b) to determine whether the projected water demand associated with a proposed project was included as part of the most recently adopted urban water management plan adopted pursuant to Part 2.6 (commencing with Section 10610).

(2) If the projected water demand associated with the proposed project was accounted for in the most recently adopted urban water management plan, the public water system may incorporate the requested information from the urban water management plan in preparing the elements of the assessment required to comply with subdivisions (d), (e), (f), and (g).

(3) If the projected water demand associated with the proposed project was not accounted for in the most recently adopted urban water management plan, or the public water system has no urban water management plan, the water supply assessment for the project shall include a discussion with regard to whether the public water system's total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection will meet the projected water demand associated with the proposed project, in addition to the public water system's existing and planned future uses, including agricultural and manufacturing uses.

(4) If the city or county is required to comply with this part pursuant to subdivision (b), the water supply assessment for the project shall include a discussion with regard to whether the total projected water supplies, determined to be available by the city or county for the project during normal, single dry, and multiple dry water years during a 20-year projection, will meet the projected water demand associated with the proposed project, in addition to existing and planned future uses, including agricultural and manufacturing uses.

(d) (1) The assessment required by this section shall include an identification of any existing water supply entitlements, water rights, or water service contracts relevant to the identified water supply for the proposed project, and a description of the quantities of water received in prior years by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), under the existing water supply entitlements, water rights, or water service contracts.

(2) An identification of existing water supply entitlements, water rights, or water service contracts held by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), shall be demonstrated by providing information related to all of the following:

(A) Written contracts or other proof of entitlement to an identified water supply.

(B) Copies of a capital outlay program for financing the delivery of a water supply that has been adopted by the public water system.

(C) Federal, state, and local permits for construction of necessary infrastructure associated with delivering the water supply.

(D) Any necessary regulatory approvals that are required in order to be able to convey or deliver the water supply.

(e) If no water has been received in prior years by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), under the existing water supply entitlements, water rights, or water service contracts, the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), shall also include in its water supply assessment pursuant to subdivision (c), an identification of the other public water systems or water service contractholders that receive a water supply or have existing water supply entitlements, water rights, or water service contracts, to the same source of water as the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), has identified as a source of water supply within its water supply assessments.

(f) If a water supply for a proposed project includes groundwater, the following additional information shall be included in the water supply assessment:

(1) A review of any information contained in the urban water management plan relevant to the identified water supply for the proposed project.

(2) (A) A description of any groundwater basin or basins from which the proposed project will be supplied.

(B) For those basins for which a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the public water system, or the city

or county if either is required to comply with this part pursuant to subdivision (b), has the legal right to pump under the order or decree.

(C) For a basin that has not been adjudicated that is a basin designated as high- or medium-priority pursuant to Section 10722.4, information regarding the following:

(i) Whether the department has identified the basin as being subject to critical conditions of overdraft pursuant to Section 12924.

(ii) If a groundwater sustainability agency has adopted a groundwater sustainability plan or has an approved alternative, a copy of that alternative or plan.

(D) For a basin that has not been adjudicated that is a basin designated as low- or very low priority pursuant to Section 10722.4, information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current bulletin of the department that characterizes the condition of the groundwater basin, and a detailed description by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), of the efforts being undertaken in the basin or basins to eliminate the long-term overdraft condition.

(3) A detailed description and analysis of the amount and location of groundwater pumped by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), for the past five years from any groundwater basin from which the proposed project will be supplied. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(4) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), from any basin from which the proposed project will be supplied. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(5) An analysis of the sufficiency of the groundwater from the basin or basins from which the proposed project will be supplied to meet the projected water demand associated with the proposed project. A water supply assessment shall not be required to include the information required by this paragraph if the public water system determines, as part of the review required by paragraph (1), that the sufficiency of groundwater necessary to meet the initial and projected water demand associated with the project was addressed in the description and analysis required by subparagraph (D) of paragraph (4) of subdivision (b) of Section 10631.

(g) (1) Subject to paragraph (2), the governing body of each public water system shall submit the assessment to the city or county not later than 90 days from the date on which the request was received. The governing body of each public water system, or the city or county if either is required to comply with this act pursuant to subdivision (b), shall approve the assessment prepared pursuant to this section at a regular or special meeting.

(2) Prior to the expiration of the 90-day period, if the public water system intends to request an extension of time to prepare and adopt the assessment, the public water

system shall meet with the city or county to request an extension of time, which shall not exceed 30 days, to prepare and adopt the assessment.

(3) If the public water system fails to request an extension of time, or fails to submit the assessment notwithstanding the extension of time granted pursuant to paragraph (2), the city or county may seek a writ of mandamus to compel the governing body of the public water system to comply with the requirements of this part relating to the submission of the water supply assessment.

(h) Notwithstanding any other provision of this part, if a project has been the subject of a water supply assessment that complies with the requirements of this part, no additional water supply assessment shall be required for subsequent projects that were part of a larger project for which a water supply assessment was completed and that has complied with the requirements of this part and for which the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), has concluded that its water supplies are sufficient to meet the projected water demand associated with the proposed project, in addition to the existing and planned future uses, including, but not limited to, agricultural and industrial uses, unless one or more of the following changes occurs:

(1) Changes in the project that result in a substantial increase in water demand for the project.

(2) Changes in the circumstances or conditions substantially affecting the ability of the public water system, or the city or county if either is required to comply with this part pursuant to subdivision (b), to provide a sufficient supply of water for the project.

(3) Significant new information becomes available that was not known and could not have been known at the time when the assessment was prepared.

(i) For the purposes of this section, hauled water is not considered as a source of water.

(Amended by Stats. 2018, Ch. 15, Sec. 19. (AB 1668) Effective January 1, 2019.)

APPENDIX E

DETERMINATION OF WATER DEMAND FOR THE DISTRICT AT JURUPA VALLEY



Draft Water Supply Assessment: The District at Jurupa Valley

APPNDIX E PROJECT WATER DEMAND DETERMINATION						
COMMERCIAL						
Land Use	Acres	Non-Residential Square Feet	Density, FAR	Hotel Rooms ⁽¹⁾	Duty Factor ⁽³⁾ (AF/ac/Yr)	Maximum Annual Use (AF/Yr)
Neighborhood	10.8	165,000	0.35	---	2.03	21.90
Retail	17.8	175,000	0.23	---	2.03	36.09
Retail - Power Center (Furniture Store/Warehouse)	49.1	1,000,000	0.47	---	2.46	121.01
Tourist (Hotel)	6	142,000	0.54	160	0.16	0.94
Vacated R/W (Park)	4.5	---	0	---	1.09	4.89
NAP Parcel	3	---	0	---	0.00	0.00
COMMERCIAL SUBTOTAL	91.2	1,482,000		---	---	184.83
RESIDENTIAL						
Land Use	Acres	Maximum DUs	Max Density, DU/Ac		Duty Factor ⁽³⁾ (AF/ac/Yr)	Maximum Annual Use (AF/Yr)
Highest Density Residential ⁽²⁾	47.5	1196	25	---	5.37	254.88
RESIDENTIAL SUBTOTAL	47.5	1,196		---	---	254.88
BUSINESS PARK						
Land Use	Acres	Non-Residential Square Feet	Density, FAR		Duty Factor ⁽³⁾ (AF/ac/Yr)	Maximum Annual Use (AF/Yr)
Business Park (BP)	4.4	30,000	0.16	---	2.46	10.84
Vacated R/W (Park)	1.2		---	---	1.09	1.30
NAP Parcel	1.0		---	---	0	0
BUSINESS PARK SUBTOTAL	6.6	---	---	---	---	12.15
INDUSTRIAL/LOGISTICS						
Land Use	Acres	Non-Residential Square Feet	Density, FAR		Duty Factor ⁽³⁾ (AF/ac/Yr)	Maximum Annual Use (AF/Yr)
Industrial/Logistics	70.4	1,500,000	0.49	---	2.24	157.73
Vacated R/W (Park)	0.4	---	---	---	1.09	0.43
INDUSTRIAL/LOGISTICS SUBTOTAL	70.8	---	---	---	---	158.16
PUBLIC IMPROVEMENTS						
Land Use	Acres	Non-Residential Square Feet			Duty Factor ⁽³⁾ (AF/ac/Yr)	Maximum Annual Use (AF/Yr)
Public Streets	20.1	---	---	---	0.00	0.00
Public Parkway (Park)	0.9	---	---	---	1.09	0.98
Public Facility	2.7	---	---	---	0.40	1.09
PUBLIC IMPROVEMENTS SUBTOTAL	23.7	N/A	---	---	---	2.07
PROJECT TOTALS						
	Acres	Maximum DUs				Maximum Annual Use (AF/Yr)
PROJECT TOTALS	239.8	1,196	---	---	---	612.08

NOTES:

(1) Hotel Square Feet included in Non-Residential Square Feet.

(2) Density permits up to 25/DU/acre, with no minimum.

(3) Duty Factors derived from Table 3-3 of RCSD 2022 Water Master Plan



APPENDIX F

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE
JUDGMENT 78426
(1969 JUDGMENT)**

FILED
RIVERSIDE COUNTY

APR 17 1959

DONALD D. STUBBS, Clerk
By [Signature] Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER DISTRICT OF
RIVERSIDE COUNTY, a municipal water
district; CITY OF RIVERSIDE, a
municipal corporation; THE GAGE
CANAL COMPANY, a corporation; AGUA
MANSA WATER COMPANY, a corporation,
MEEKS & DALEY WATER COMPANY, a
corporation; RIVERSIDE HIGHLAND
WATER COMPANY, a corporation, and
THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA,

Plaintiffs,

-vs-

(A) EAST SAN BERNARDINO COUNTY
WATER DISTRICT, et al.,

Defendants

78426
No. 784726

J. B. M.
4/17/6

JUDGMENT

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APPENDIX A -- Map showing San Bernardino Basin Area, Colton Basin Area, and Riverside Basin Area situated within San Bernardino County; Riverside Basin Area within Riverside County; Bunker Hill Dike; Riverside Narrows; and

1 Boundaries of San Bernardino
2 Valley Municipal Water
3 District & Western Municipal
4 Water District of Riverside
County

5 APPENDIX B --

Extractions by Plaintiffs from San
Bernardino Basin Area.

6 APPENDIX C --

Exports for Use on Lands not
Tributary to Riverside Narrows

7 APPENDIX D --

Miscellaneous Data

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1 therefor,

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3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows

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5 I

6 ACTIVE PARTIES

7
8 (a) The parties to this Judgment are as follows:

9 (1) Plaintiff Western Municipal Water District
10 of Riverside County, a California municipal water district,
11 herein often called "Western", appearing and acting pursuant to
12 Section 71751 of the Water Code;

13 (2) Plaintiff City of Riverside, a municipal
14 corporation;

15 (3) Plaintiffs Riverside Highland Water
16 Company, Agua Mansa Water Company and Meeks & Daley Water
17 Company, each of which is a mutual water company and a
18 California corporation;

19 (4) Plaintiff The Regents of the University
20 of California, a California public corporation;

21 (5) Defendant San Bernardino Valley
22 Municipal Water District, a California municipal water district
23 herein often called "San Bernardino Valley", appearing and
24 acting pursuant to Section 71751 of the Water Code;

25 (b) This Judgment shall inure to the benefit of, and
26 be binding upon, the successors and assigns of the parties.

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28 II

29 DISMISSED PARTIES

30 All parties other than those named in the preceding
31 Paragraph I are dismissed without prejudice.

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III
PRIOR JUDGMENTS

(a) The Judgment dated and entered on May 13, 1959, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino, entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff v. Riverside Water Company, a corporation, et al., Defendants", No. 97031, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to the rights determined in that action.

(b) The Judgment dated June 23, 1965, and entered on April 21, 1966, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff, v. Riverside Water Company, a corporation, et al., Defendants," No. 111614, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to any rights determined in that action.

(c) As used in this Paragraph III only, "party" includes any person or entity which stipulates with the parties hereto to accept this Judgment.

6.

IV

DEFINITIONS

The following ground water basins and tributary areas are situated within the Santa Ana River watershed upstream from Riverside Narrows and are tributary thereto, and their approximate locations and boundaries for purposes of this Judgment are shown upon the map attached hereto as Appendix "A" San Bernardino Basin Area (the area above Bunker Hill Dike, but excluding certain mountainous regions and the Yucaipa, San Timoteo, Oak Glen and Beaumont Basins); Colton Basin Area, Riverside Basin Area within San Bernardino County, and Riverside Basin Area within Riverside County.

As used herein the following terms shall have the meanings herein set forth:

(a) Bunker Hill Dike - The San Jacinto Fault, located approximately as shown on Appendix "A", and forming the principal downstream boundary of the San Bernardino Basin Area.

(b) Riverside Narrows - That bedrock narrows in the Santa Ana River indicated on Appendix "A".

(c) Extractions - Any form of the verb or noun shall include pumping, diverting, taking or withdrawing water, either surface or subsurface, by any means whatsoever, except extractions for hydroelectric generation to the extent that such flows are returned to the stream, and except for diversion for replenishment.

(d) Natural Precipitation - Precipitation which falls naturally in the Santa Ana River watershed.

(e) Imported Water - Water brought into the Santa Ana River watershed from sources of origin outside such watershed.

1 (f) Replenishment - Artificial recharge of the
2 ground water body achieved through the spreading or retention o
3 water for the purpose of causing it to percolate and join the
4 underlying ground water body, or injection of water into the
5 ground water resources by means of wells; provided that as used
6 with reference to any obligation of Western to replenish the
7 Riverside Basin Area in Riverside County, the term replenishmen
8 shall include any water caused to be delivered by Western for
9 which credit is received by San Bernardino Valley against its
10 obligation under the Orange County Judgment to provide base
11 flow at Riverside Narrows.

12 (g) Safe Yield - Safe yield is that maximum
13 average annual amount of water that could be extracted from the
14 surface and subsurface water resources of an area over a period
15 of time sufficiently long to represent or approximate long-time
16 mean climatological conditions, with a given areal pattern of
17 extractions, under a particular set of physical conditions or
18 structures as such affect the net recharge to the ground water
19 body, and with a given amount of usable underground storage
20 capacity, without resulting in long-term, progressive lowering
21 of ground water levels or other undesirable result. In
22 determining the operational criteria to avoid such adverse
23 results, consideration shall be given to maintenance of adequat
24 ground water quality, subsurface outflow, costs of pumping,
25 and other relevant factors.

26 The amount of safe yield is dependent in part upon
27 the amount of water which can be stored in and used from the
28 ground water reservoir over a period of normal water supply
29 under a given set of conditions. Safe yield is thus related to
30 factors which influence or control ground water recharge, and
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1 to the amount of storage space available to carry over recharge
2 occurring in years of above average supply to years of
3 deficient supply. Recharge, in turn, depends on the available
4 surface water supply and the factors influencing the
5 percolation of that supply to the water table.

6 Safe yield shall be determined in part through the
7 evaluation of the average net groundwater recharge which would
8 occur if the culture of the safe yield year had existed over
9 a period of normal native supply.

10 (h) Natural Safe Yield - That portion of the safe
11 yield of the San Bernardino Basin Area which could be derived
12 solely from natural precipitation in the absence of imported
13 water and the return flows therefrom, and without
14 contributions from new conservation. If in the future any
15 natural runoff tributary to the San Bernardino Basin Area is
16 diverted away from that Basin Area so that it is not included
17 in the calculation of natural safe yield, any replacement made
18 thereof by San Bernardino Valley or entities within it from
19 imported water shall be included in such calculation.

20 (i) New Conservation - Any increase in
21 replenishment from natural precipitation which results from
22 operation of works and facilities not now in existence, other
23 than those works installed and operations which may be
24 initiated to offset losses caused by increased flood control
25 channelization.

26 (j) Year - A calendar year from January 1 through
27 December 31. The term "annual" shall refer to the same period
28 of time.

29 (k) Orange County Judgment - The final judgment
30 in Orange County Water District v. City of Chino, et al.,
31 Orange County Superior Court No. 117628, as it may from time to
32

time be modified.

(1) Return Flow - That portion of the water applied for use in any particular ground water basin which subsequently reaches the ground water body in that basin.

(m) Five Year Period - a period of five consecutive years.

V

EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA

(a) For Use by Plaintiffs. The average annual extractions from the San Bernardino Basin Area delivered for use in each service area by each Plaintiff for the five year period ending with 1963 are hereby determined to be as set forth in Table B-1 of Appendix "B". The amount for each such Plaintiff delivered for use in each service area as set forth in Table B-1 shall be designated, for purposes of this Judgment, as its "base right" for such service area.

(b) For Use by Others. The total actual average annual extractions from the San Bernardino Basin Area by entities other than Plaintiffs for use within San Bernardino County for the five year period ending with 1963 are assumed to be 165,407 acre feet; the correct figure shall be determined by the Watermaster as herein provided.

VI

SAN BERNARDINO BASIN AREA RIGHTS AND REPLENISHMENT

(a) Determination of Natural Safe Yield. The natural safe yield of the San Bernardino Basin Area shall be computed by the Watermaster, reported to and determined initially by supplemental order of this Court, and thereafter

1 shall be subject to the continuing jurisdiction thereof.

2 (b) Annual Adjusted Rights of Plaintiffs.

3 1. The annual "adjusted right" of each
4 Plaintiff to extract water from the San Bernardino
5 Basin Area for use in each service area designated
6 in Table B-1 shall be equal to the sum of the
7 following:

8 (a) its base right for such service area, until
9 the natural safe yield of the San Bernardino Basin
10 Area is determined, and thereafter its percentage
11 of such natural safe yield determined by the
12 methods used in Table B-2; and (b) an equal
13 percentage for each service area of any new
14 conservation, provided the conditions of the
15 subparagraph 2 below have been met.

16 2. In order that the annual adjusted
17 right of each such Plaintiff shall include its
18 same respective percentage of any new conservation,
19 such Plaintiff shall pay its proportionate share
20 of the costs thereof: Each Plaintiff shall have
21 the right to participate in new conservation projects,
22 under procedures to be determined by the Watermaster
23 for notice to Plaintiffs of the planned construction
24 of such projects. With respect to any new
25 conservation brought about by Federal installations,
26 the term "costs" as used herein shall refer to any
27 local share required to be paid in connection with
28 such project. Each Plaintiff shall make its
29 payment at times satisfactory to the constructing
30 agency, and new conservation shall be credited to
31 any participating Plaintiff as such conservation is
32 effected.

1 3. In any five year period, each
2 Plaintiff shall have the right to extract from the
3 San Bernardino Basin Area for use in each service
4 area designated in Table B-1 an amount of water
5 equal to five times its adjusted right for such
6 service area; provided, however, that extractions by
7 each Plaintiff in any year in any service area shall
8 not exceed such Plaintiff's adjusted right for that
9 service area by more than 30 percent.

10 4. If the natural safe yield of the
11 San Bernardino Basin Area has not been determined by
12 January 1, 1972, the initial determination thereof
13 shall be retroactive to that date and the rights
14 of the Plaintiffs, and the replenishment
15 obligation of San Bernardino Valley as hereinafter
16 set forth, shall be adjusted as of such date. Any
17 excess extractions by Plaintiffs shall be charged
18 against their respective adjusted rights over the
19 next five year period, or in the alternative,
20 Plaintiffs may pay to San Bernardino Valley the
21 full cost of any replenishment which it has pro-
22 vided as replenishment for such excess extractions.
23 Any obligation upon San Bernardino Valley to pro-
24 vide additional replenishment, by virtue of such
25 retroactive determination of natural safe yield,
26 may also be discharged over such next five year
27 period.

28 5. Plaintiffs and each of them and
29 their agents and assigns are enjoined from extracting
30 any more water from the San Bernardino Basin Area than
31 is permitted under this Judgment. Changes in place
32

1 of use of any such water from one service area to
2 another shall not be made without the prior
3 approval of Court upon a finding of compliance
4 with Paragraph XV(b) of this Judgment. So long
5 as San Bernardino Valley is in compliance with all
6 its obligations hereunder, and Plaintiffs are
7 allowed to extract the water provided for in this
8 Judgment, Plaintiffs are further enjoined from
9 bringing any action to limit the water extracted
10 from the San Bernardino Basin Area for use within
11 San Bernardino Valley.

12 6. Nothing in this Judgment shall
13 prevent future agreements between San Bernardino
14 Valley and Western under which additional
15 extractions may be made from the San Bernardino Basin
16 Area, subject to the availability of imported water
17 not required by San Bernardino Valley, and subject
18 to payment satisfactory to San Bernardino Valley
19 for replenishment required to compensate for such
20 additional extractions.

21
22 (c) San Bernardino Valley Replenishment. San
23 Bernardino Valley shall provide imported water for
24 replenishment of the San Bernardino Basin Area at least equal
25 to the amount by which extractions therefrom for use within
26 San Bernardino County exceed during any five year period the
27 sum of: (a) five times the total average annual extractions
28 determined under Paragraph V(b) hereof, adjusted as may be
29 required by the natural safe yield of the San Bernardino Basin
30 Area; and (b) any new conservation to which users within San
31 Bernardino Valley are entitled. Such replenishment shall be

1 supplied in the year following any five year period; provided
2 that during the first five year period, San Bernardino Valley
3 shall supply annual amounts on account of its obligations
4 hereunder, and such amounts shall be not less than fifty
5 percent of the gross amount of excess extractions in the
6 previous year.

7 1. Against its replenishment obligation
8 over any five year period San Bernardino Valley shall
9 receive credit for that portion of such excess
10 extractions that returns to the ground water of the
11 San Bernardino Basin Area.

12 2. San Bernardino Valley shall also
13 receive credit against any future replenishment
14 obligations for all replenishment which it provides
15 in excess of that required herein, and for any
16 amounts which may be extracted without replenishment
17 obligation, which in fact are not extracted.

18 (d) In this subparagraph (d), "person" and "entity"
19 mean only those persons and entities, and their successors
20 in interest, which have stipulated with the parties to this
21 Judgment within six months after its entry to accept this
22 Judgment.

23 San Bernardino Valley agrees that the base rights of
24 persons or entities other than Plaintiffs to extract water
25 from the San Bernardino Basin Area for use within San
26 Bernardino Valley will be determined by the average annual
27 quantity extracted by such person or entity during the five
28 year period ending with 1963. After the natural safe yield
29 of the San Bernardino Basin Area is determined hereunder, such
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1 base rights will be adjusted to such natural safe yield; the
2 adjusted right of each such person or entity shall be that
3 percentage of natural safe yield as determined hereunder from
4 time to time which the unadjusted right of such person or
5 entity is of the amount determined under Paragraph V(b).

6 San Bernardino Valley further agrees that in the
7 event the right to extract water of any of such persons or
8 entities in the San Bernardino Basin Area is adjudicated and
9 legal restrictions placed on such extractions which prevent
10 extracting of water by said persons or entities in an amount
11 equal to their base rights, or after natural safe yield is
12 determined, their adjusted rights, San Bernardino Valley will
13 furnish to such persons or entities or recharge the ground
14 water resources in the area of extraction for their benefit
15 with imported water, without direct charge to such persons or
16 entities therefor, so that the base rights, or adjusted
17 rights, as the case may be, may be taken by the person or
18 entity.

19 Under the provisions hereof relating to furnishing
20 of such water by San Bernardino Valley, such persons or
21 entities shall be entitled to extract in addition to their
22 base rights or adjusted rights any quantities of water spread
23 for repumping in their area of extractions, which has been
24 delivered to them by a mutual water company under base rights
25 or adjusted base rights included by the Watermaster under the
26 provisions of Paragraph V (b) hereof. Extractions must be
27 made within three years of spreading to so qualify.
28
29
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VII

WATER DISCHARGED ACROSS THE BUNKER HILL DIKE

San Bernardino Valley shall keep in force an agreement with the City of San Bernardino that the present annual quantity of municipal sewage effluent discharged across Bunker Hill Dike, assumed for all purposes herein to be 16,000 acre feet annually, shall be committed to the discharge of the downstream obligations imposed on San Bernardino Valley under this Judgment or under the Orange County Judgment, and that such effluent shall comply with the requirements of the Santa Ana River Basin Regional Water Quality Control Board in effect December 31, 1968.

VIII

EXTRACTIONS FROM COLTON BASIN AREA AND RIVERSIDE BASIN AREA IN SAN BERNARDINO COUNTY.

(a) The average annual extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County, for use outside San Bernardino Valley, for the five year period ending with 1963 are assumed to be 3,349 acre feet and 20,191 acre feet, respectively; the correct figures shall be determined by the Watermaster as herein provided.

(b) Over any five year period, there may be extracted from each such Basin Area for use outside San Bernardino Valley, without replenishment obligation, an amount equal to five times such annual average for the Basin Area; provided, however, that if extractions in any year exceed such average by more than 20 percent, Western shall provide replenishment in the following year equal to the excess

1 extractions over such 20 percent peaking allowance.

2 (c). To the extent that extractions from each such
3 Basin Area for use outside San Bernardino Valley exceed the
4 amounts specified in the next preceding Paragraph (b), Western
5 shall provide replenishment. Except for any extractions in
6 excess of the 20 percent peaking allowance, such replenishment
7 shall be supplied in the year following any five year period,
8 and shall not be from reclaimed water produced within San
9 Bernardino Valley. Such replenishment shall also be of a
10 quality at least equal to the water extracted from the Basin
11 Area being recharged; provided, that water from the State Water
12 Project shall be deemed to be of acceptable quality.
13 Replenishment shall be supplied to the Basin Area from which
14 any excess extractions have occurred and in the vicinity of
15 the place of the excess extractions to the extent required to
16 preclude influence on the water level in the three wells below
17 designated; provided that discharge of imported water into the
18 Santa Ana River or Warm Creek from a connection on the State
19 Aqueduct near the confluence thereof, if released in accordance
20 with a schedule approved by the Watermaster to achieve
21 compliance with the objectives of this Judgment, shall satisfy
22 any obligation of Western to provide replenishment in the Colton
23 Basin Area, or that portion of the Riverside Basin Area in San
24 Bernardino County, or the Riverside Basin Area in Riverside
25 County.

26 (d) Extractions from the Colton Basin Area and that
27 portion of the Riverside Basin Area within San Bernardino County
28 for use within San Bernardino Valley, shall not be limited.
29 However, except for any required replenishment by Western,
30 San Bernardino Valley shall provide the water to maintain the
31 static water levels in the area, as determined by wells numbered
32

1 1S 4W 21 Q3, 1S 4W 29 H1, and 1S 4W 29 Q1 at an average level
2 no lower than that which existed in the Fall season of 1963.
3 Such 1963 average water level is hereby determined to be 822.04
4 feet above sea level. In future years, the level shall be
5 computed by averaging the lowest static water levels in each
6 of the three wells occurring at or about the same time of the
7 year, provided that no measurements will be used which reflect
8 the undue influence of pumping in nearby wells, or in the
9 three wells, or pumping from the Riverside Basin in Riverside
10 County in excess of that determined pursuant to Paragraph IX(a)
11 hereof.

12 (e) Extractions by Plaintiffs from the Colton Basin
13 Area and the portion of the Riverside Basin Area in San
14 Bernardino County may be transferred to the San Bernardino
15 Basin Area if the level specified in Paragraph (d) above is
16 not maintained, but only to the extent necessary to restore
17 such 1963 average water level, provided that Western is not
18 in default in any of its replenishment obligations. San
19 Bernardino Valley shall be required to replenish the San
20 Bernardino Basin Area in an amount equal to any extractions so
21 transferred. San Bernardino Valley shall be relieved of
22 responsibility toward the maintenance of such 1963 average water
23 level to the extent that Plaintiffs have physical facilities
24 available to accommodate such transfers of extractions, and
25 insofar as such transfers can be legally accomplished.

26 (f) The Colton Basin Area and the portion of the
27 Riverside Basin Area in San Bernardino County constitute a major
28 source of water supply for lands and inhabitants in both San
29 Bernardino Valley and Western, and the parties hereto have a
30 mutual interest in the maintenance of water quality in these
31 Basin Areas and in the preservation of such supply. If
32

1 the water quality in such Areas, as monitored by the City of
2 Riverside wells along the river, falls below the Objectives set
3 therefor by the Santa Ana River Basin Regional Water Quality
4 Control Board, the Court shall have jurisdiction to modify the
5 obligations of San Bernardino Valley to include, in addition
6 to its obligation to maintain the average 1963 water level,
7 reasonable provisions for the maintenance of such water quality.

8 (g) The primary objectives of Paragraph VIII and
9 related provisions are to allow maximum flexibility to San
10 Bernardino Valley in the operation of a coordinated
11 replenishment and management program, both above and below
12 Bunker Hill Dike; to protect San Bernardino Valley against
13 increased extractions in the area between Bunker Hill Dike and
14 Riverside Narrows, which without adequate provision for
15 replenishment might adversely affect base flow at Riverside
16 Narrows, for which it is responsible under the Orange County
17 Judgment; and to protect the area as a major source of ground
18 water supply available to satisfy the historic extractions
19 therefrom for use within Western, without regard to the method
20 of operation which may be adopted by San Bernardino Valley for
21 the San Bernardino Basin Area, and without regard to the effect
22 of such operation upon the historic supply to the area below
23 Bunker Hill Dike.

24 If these provisions should prove either inequitable or
25 unworkable, the Court upon the application of any party hereto
26 shall retain jurisdiction to modify this Judgment so as to
27 regulate the area between Bunker Hill Dike and Riverside Narrows
28 on a safe yield basis; provided that under such method of
29 operation, (1) base rights shall be determined on the basis of
30 total average annual extractions for use within San Bernardino
31 Valley and Western, respectively, for the five year period endin
32

1 with 1963; (2) such base rights for use in both Districts shall
2 be subject to whatever adjustment may be required by the safe
3 yield of the area, and in the aggregate shall not be exceeded
4 unless replenishment therefor is provided; (3) in calculating
5 safe yield, the outflow from the area at Riverside Narrows shall
6 be determined insofar as practical by the base flow obligations
7 imposed on San Bernardino Valley under the Orange County
8 Judgment; and (4) San Bernardino Valley shall be required to
9 provide replenishment for any deficiency between the actual
10 outflow and the outflow obligation across Bunker Hill Dike as
11 established by safe yield analysis using the base period of
12 1934 through 1960.

13
14 IX

15 EXTRACTIONS FROM THE PORTION OF RIVERSIDE BASIN AREA
16 IN RIVERSIDE COUNTY WHICH IS TRIBUTARY TO RIVERSIDE NARROWS.

17 (a) The average annual extractions from the portion
18 of the Riverside Basin Area in Riverside County which is
19 tributary to Riverside Narrows, for use in Riverside County,
20 for the five year period ending with 1963 are assumed to be
21 30,044 acre feet; the correct figures shall be determined by
22 the Watermaster as herein provided.

23 (b) Over any five year period, there may be
24 extracted from such Basin Area, without replenishment
25 obligation, an amount equal to five times such annual average
26 for the Basin Area; provided, however, that if extractions in
27 any year exceed such average by more than 20 percent, Western
28 shall provide replenishment in the following year equal to the
29 excess extractions over such 20 percent peaking allowance.

30 (c) To the extent that extractions from such Basin
31 Area exceed the amounts specified in the next preceding
32

1 Paragraph (b), Western shall provide replenishment. Except
2 for any extractions in excess of the 20 percent peaking
3 allowance, such replenishment shall be supplied in the year
4 following any five year period, and shall be provided at or
5 above Riverside Narrows.

6 (d) Western shall also provide such replenishment
7 to offset any reduction in return flow now contributing to the
8 base flow at Riverside Narrows, which reduction in return
9 flow results from the conversion of agricultural uses of water
10 within Western to domestic or other uses connected to sewage
11 or waste disposal systems, the effluent from which is not
12 tributary to the rising water at Riverside Narrows.

13
14 X

15 REPLENISHMENT TO OFFSET NEW EXPORTS OF WATER TO AREAS
16 NOT TRIBUTARY TO RIVERSIDE NARROWS.

17 Certain average annual amounts of water extracted
18 from the San Bernardino Basin Area and the area downstream
19 therefrom to Riverside Narrows during the five year period
20 ending in 1963 have been exported for use outside of the area
21 tributary to Riverside Narrows and are assumed to be 50,667
22 acre feet annually as set forth in Table C-1 of Appendix "C";
23 the correct amount shall be determined by the Watermaster as
24 herein provided. Western shall be obligated to provide
25 replenishment at or above Riverside Narrows for any increase
26 over such exports by Western or entities within it from such
27 areas for use within areas not tributary to Riverside Narrows.
28 San Bernardino Valley shall be obligated to provide
29 replenishment for any increase over the exports from San
30 Bernardino Valley for use in any area not within Western nor
31 tributary to Riverside Narrows as set forth in Table C-2 of
32

1 Appendix. "C", such amounts being subject to correction by the
2 Watermaster, or for any exports from the San Bernardino Basin
3 Area for use in the Yucaipa, San Timoteo, Oak Glen and
4 Beaumont Basins.

5 XI

6 REPLENISHMENT CREDITS AND ADJUSTMENT FOR QUALITY

7
8 (a) All replenishment provided by Western under
9 Paragraph IX and all credits received against such
10 replenishment obligation shall be subject to the same adjustment
11 for water quality applicable to base flow at Riverside Narrows,
12 as set forth in the Orange County Judgment.

13 (b) Western shall receive credit against its
14 replenishment obligations incurred under this Judgment for the
15 following:

16 1. As against its replenishment obligation
17 under Paragraph VIII, any return flow to the Colton
18 Basin Area or the portion of the Riverside Basin Area
19 within San Bernardino County, respectively, resulting
20 from any excess extractions therefrom; and as
21 against its replenishment obligation under Paragraph
22 IX, any return flow to the portion of the Riverside
23 Basin Area in Riverside County, which contributes
24 to the base flow at Riverside Narrows, resulting
25 from any excess extractions therefrom, or from the
26 Riverside Basin Area in San Bernardino County, or
27 from the Colton Basin Area.

28 2. Subject to adjustment under
29 Paragraph (a) hereof, any increase over the present
30 amounts of sewage effluent discharged from
31

1 treatment plants within Riverside County which are
2 tributary to Riverside Narrows, and which results
3 from the use of imported water.

4 3. Any replenishment which may be pro-
5 vided in excess of that required; any amounts which
6 hereunder are allowed to be extracted from the
7 Colton and Riverside Basin Areas without
8 replenishment obligation by Western, and which in
9 fact are not extracted; any storm flows conserved
10 between Bunker Hill Dike and Riverside Narrows by
11 works financed solely by Western, or entities within
12 it, which would not otherwise contribute to base
13 flow at Riverside Narrows; and any return flow
14 from imported water used in Riverside County which
15 contributes to base flow at Riverside Narrows;
16 provided, however, that such use of the underground
17 storage capacity in each of the above situations
18 does not adversely affect San Bernardino Valley
19 in the discharge of its obligations at Riverside
20 Narrows under the Orange County Judgment, nor
21 interfere with the accomplishment by San Bernardino
22 Valley of the primary objectives of Paragraph VIII,
23 as stated in Subdivision (g).

24 (c) The replenishment obligations of Western under
25 this Judgment shall not apply during such times as amounts of
26 base flow at Riverside Narrows and the amounts of water stored
27 in the ground water resources below Bunker Hill Dike and
28 tributary to the maintenance of such flow are found by Order of
29 the Court to be sufficient to satisfy any obligation which
30 San Bernardino Valley may have under this Judgment, or under the
31

1 Orange County Judgment, and if the Court further finds by Order
2 that during such times any such increase in pumping, changes
3 in use or exports would not adversely affect San Bernardino
4 Valley in the future.

5 (d) The replenishment obligations of San Bernardino
6 Valley under Paragraph X of this Judgment for increase in
7 exports from the Colton and Riverside Basin Areas within San
8 Bernardino Valley below the Bunker Hill Dike shall not apply
9 during such times as the amounts of water in the ground water
10 resources of such area are found by Order of the Court to be
11 sufficient to satisfy the obligations which San Bernardino
12 Valley may have to Plaintiffs under this Judgment, and if the
13 Court further finds by Order that during such times any such
14 increases in exports would not adversely affect Plaintiffs in
15 the future.

16 XII

17 CONVEYANCE OF WATER BY SAN BERNARDINO VALLEY 18 TO RIVERSIDE NARROWS. 19

20 If San Bernardino Valley determines that it will
21 convey reclaimed sewage effluent, or other water, to or near
22 Riverside Narrows, to meet its obligations under this or the
23 Orange County Judgment, the City of Riverside shall make
24 available to San Bernardino Valley for that purpose any unused
25 capacity in the former Riverside Water Company canal, and the
26 Washington and Monroe Street storm drains, without cost except
27 for any alterations or capital improvements which may be
28 required, or any additional maintenance and operation costs which
29 may result. The use of those facilities shall be subject to the
30 requirements of the Santa Ana River Basin Regional Water Quality
31 Control Board and of the State Health Department, and compliance
32

1 therewith shall be San Bernardino Valley's responsibility.

2
3 XIII

4 WATERMASTER

5 (a) This Judgment and the instructions and
6 subsequent orders of this Court shall be administered and
7 enforced by a Watermaster. The parties hereto shall make such
8 measurements and furnish such information as the Watermaster
9 may reasonably require, and the Watermaster may verify such
10 measurements and information and obtain additional measurements
11 and information as the Watermaster may deem appropriate.

12 (b) The Watermaster shall consist of a committee
13 of two persons. San Bernardino Valley and Western shall each
14 have the right to nominate one of such persons. Each such
15 nomination shall be made in writing, served upon the other
16 parties to this Judgment, and filed in Court. Such person shall
17 be appointed by and serve at the pleasure of and until further
18 order of this Court. If either Western or San Bernardino Valley
19 shall at any time nominate a substitute appointee in place of
20 the last appointee to represent it, such appointee shall be
21 appointed by the Court in place of such last appointee.

22 (c) Appendix "D" to this Judgment contains some of
23 the data which have been used in preparation of this Judgment,
24 and shall be utilized by the Watermaster in connection with
25 any questions of interpretation.

26 (d) Each and every finding and determination of the
27 Watermaster shall be made in writing certified to be by
28 unanimous action of both members of the Watermaster committee.
29 In the event of failure or inability of such Watermaster
30 Committee to reach agreement, the Watermaster committee may
31 determine to submit the dispute to a third person to be selected
32

1 by them, or if they are unable to agree on a selection, to be
2 selected by the Court, in which case the decision of the third
3 person shall be binding on the parties; otherwise the fact,
4 issue, or determination in question shall forthwith be
5 certified to this Court by the Watermaster, and after due notice
6 to the parties and opportunity for hearing, said matter shall
7 be determined by order of this Court, which may refer the
8 matter for prior recommendation to the State Water Resources
9 Control Board. Such order of the Court shall be a determination
10 by the Watermaster within the meaning of this Judgment.

11 (e) The Watermaster shall report to the Court and
12 to each party hereto in writing not more than seven (7) months
13 after the end of each year, or within such other time as the
14 Court may fix, on each determination made by it pursuant to this
15 Judgment, and such other items as the parties may mutually
16 request or the Watermaster may deem to be appropriate. All of
17 the books and records of the Watermaster which are used in the
18 preparation of, or are relevant to, such reported data,
19 determinations and reports shall be open to inspection by the
20 parties hereto. At the request of any party this Court will
21 establish a procedure for the filing and hearing of objections
22 to the Watermaster's report.

23 (f) The fees, compensation and expenses of each
24 person on the Watermaster shall be borne by the District which
25 nominated such person. All other Watermaster service costs and
26 expenses shall be borne by San Bernardino Valley and Western
27 equally.

28 (g) The Watermaster shall initially compute and
29 report to the Court the natural safe yield of the San Bernardino
30 Basin Area, said computation to be based upon the cultural
31

1 conditions equivalent to those existing during the five
2 calendar year period ending with 1963.

3 (h) The Watermaster shall as soon as practical
4 determine the correct figures for Paragraphs V(b), VI(b)1,
5 VIII(a), IX(a) and X, as the basis for an appropriate
6 supplemental order of this Court.

7
8 XIV

9 CONTINUING JURISDICTION OF THE COURT

10 (a) The Court hereby reserves continuing
11 jurisdiction of the subject matter and parties to this Judgment
12 and upon application of any party, or upon its own motion, may
13 review and redetermine, among other things, the following
14 matters and any matters incident thereto:

15 1. The hydrologic condition of any one or
16 all of the separate basins described in this Judgment in order
17 to determine from time to time the safe yield of the San
18 Bernardino Basin Area.

19 2. The desirability of appointing a
20 different Watermaster or a permanent neutral member of the
21 Watermaster, or of changing or more clearly defining the duties
22 of the Watermaster.

23 3. The desirability of providing for increases
24 or decreases in the extraction of any particular party because
25 of emergency requirements or in order that such party may
26 secure its proportionate share of its rights as determined
27 herein.

28 4. The adjusted rights of the Plaintiffs as
29 required to comply with the provisions hereof with respect to
30 changes in the natural safe yield of the San Bernardino Basin
31

1 Area. If such changes occur, the Court shall adjudge that the
2 adjusted rights and replenishment obligations of each party
3 shall be changed proportionately to the respective base rights.

4 5. Conforming the obligations of San
5 Bernardino Valley under this Judgment to the terms of any new
6 judgment hereafter entered adjudicating the water rights within
7 San Bernardino Valley, if inconsistencies of the two judgments
8 impose hardship on San Bernardino Valley.

9 6. Adjusting the figures in Paragraphs V(b),
10 VI(b) 1, VIII(a) IX(a), and X, to conform to determination
11 by the Watermaster.

12 7. Credit allowed for return flow in the San
13 Bernardino Basin Area if water levels therein drop to the point
14 of causing undue hardship upon any party.

15 8. Other matters not herein specifically set
16 forth which might occur in the future and which would be
17 of benefit to the parties in the utilization of the surface and
18 ground water supply described in this Judgment, and not
19 inconsistent with the respective rights of the parties as herein
20 established and determined.

21 (b) Any party may apply to the Court under its
22 continuing jurisdiction for any appropriate modification of
23 this Judgment if its presently available sources of imported
24 water are exhausted and it is unable to obtain additional
25 supplies of imported water at a reasonable cost, or if there is
26 any substantial delay in the delivery of imported water through
27 the State Water Project.

SAVING CLAUSES

(a) Nothing in this Judgment precludes San Bernardino Valley, Western, or any other party from exercising such rights as it may have or obtain under law to spread, store underground and recapture imported water, provided that any such use of the underground storage capacity of the San Bernardino Basin Area by Western or any entity within it shall not interfere with any replenishment program of the Basin Area.

(b) Changes in the place and kind of water use, and in the transfer of rights to the use of water, may be made in the absence of injury to others or prejudice to the obligations of either San Bernardino Valley or Western under Judgment or the Orange County Judgment.

(c) If any Plaintiff shall desire to transfer all or any of its water rights to extract water within San Bernardino Valley to a person, firm, or corporation, public or private, who or which is not then bound by this Judgment, such Plaintiff shall as a condition to being discharged as hereinafter provided cause such transferee to appear in this action and file a valid and effective express assumption of the obligations imposed upon such Plaintiff under this Judgment as to such transferred water rights. Such appearance and assumption of obligation shall include the filing of a designation of the address to which shall be mailed all notices, requests, objections, reports and other papers permitted or required by the terms of this Judgment.

If any Plaintiff shall have transferred all of its said water rights and each transferee not theretofore bound by this Judgment as a Plaintiff shall have appeared in this action

1 and filed a valid and effective express assumption of the
2 obligations imposed upon such Plaintiff under this Judgment as
3 to such transferred water rights, such transferring Plaintiff
4 shall thereupon be discharged from all obligations hereunder.
5 If any Plaintiff shall cease to own any rights in and to the wa
6 supply declared herein and shall have caused the appearance and
7 assumption provided for in the third preceding sentence with
8 respect to each voluntary transfer, then upon application to
9 this Court and after notice and hearing such Plaintiff shall
10 thereupon be relieved and discharged from all further
11 obligations hereunder. Any such discharge of any Plaintiff
12 hereunder shall not impair the aggregate rights of defendant
13 San Bernardino Valley or the responsibility hereunder of the
14 remaining Plaintiffs or any of the successors.

15 (d) Non-use of any right to take water as provided
16 herein shall not result in any loss of the right. San
17 Bernardino Valley does not guarantee any of the rights set out
18 herein for Western and the other Plaintiffs as against the
19 claims of third parties not bound hereby. If Western or the
20 other Plaintiffs herein should be prevented by acts of third
21 parties within San Bernardino County from extracting the
22 amounts of water allowed them by this Judgment, they shall have
23 the right to apply to this Court for any appropriate relief,
24 including vacation of this Judgment, in which latter case all
25 parties shall be restored to their status prior to this
26 Judgment insofar as possible.

27 (e) Any replenishment obligation imposed hereunder
28 on San Bernardino Valley may be deferred until imported water
29 first is available to San Bernardino Valley under its contract
30 with the California Department of Water Resources and the
31

1 obligation so accumulated may be discharged in five
2 approximately equal annual installments thereafter.

3 (f) No agreement has been reached concerning the
4 method by which the cost of providing replenishment will be
5 financed, and no provision of this Judgment, nor its failure
6 to contain any provision, shall be construed to reflect any
7 agreement relating to the taxation or assessment of extractions
8

9 XVI

10 EFFECTIVE DATE

11
12 The provisions of Paragraphs III and V to XII of this
13 Judgment shall be in effect from and after January 1, 1971;
14 the remaining provisions are in effect immediately.

15 XVII

16 COSTS

17
18 No party shall recover its costs herein as against
19 any other party.

20
21 THE CLERK WILL ENTER THIS JUDGMENT FORTHWITH.

22 DATED: *April 17, 1969*

23
24
25 ENTERED

26 APR 17 1969

27
28
29
30
31
32
Alvin P. McManis
JUDGE OF THE SUPERIOR COURT

JUDGMENT BOOK *124* PG *42*

APPENDIX B
TABLE B-1

EXTRACTIONS BY PLAINTIFFS FROM THE SAN
BERNARDINO BASIN AREA FOR AVERAGE OF 5-YEAR
PERIOD ENDING WITH 1963

(All Values in Acre Feet)
Classified According to Service Area

<u>Plaintiff</u>	<u>Total Extractions in San Bernardino Basin Area</u>	<u>Delivery to San Bernardino Basin Area</u>	<u>Delivery to Colton Basin Area & Riverside Basin Area in San Bernardino County</u>	<u>Delivery to Areas Outside San Bernardino Valley</u>
City of Riverside (including those rights acquired as successor to the Riverside Water Company and The Gage Canal Company)	53,448	1462	1260	50,726
Riverside High- Land Water Company	4,399	0	2509	1,890
Agua Mansa Water Company, and Meeks & Daley Water Company	8,026	0	326	7,700
The Regents of the University of California	581	0	0	581
Total	66,454	1,462	4,095	60,897

APPENDIX B
TABLE B-2

PLAINTIFFS' PERCENTAGES OF BASE RIGHT
TO TOTAL PRODUCTION FROM SAN BERNARDINO
VALLEY BASIN AREA,
231,861 Acre Feet Annually,
For 5-Year Average Ending With 1963
Classified According to Service Area

<u>Plaintiff</u>	<u>Delivery</u> <u>to San</u> <u>Bernardino</u> <u>Basin Area</u>	<u>Delivery</u> <u>to Colton</u> <u>Basin Area</u> <u>& Riverside</u> <u>Basin Area</u> <u>in San</u> <u>Bernardino</u> <u>County</u>	<u>Delivery</u> <u>to Areas</u> <u>Outside San</u> <u>Bernardino</u> <u>Valley</u>
City of Riverside (including those rights acquired as successor to the Riverside Water Company and The Gage Canal Company)	.630	.543	21.878
Riverside Highland Water Company		1.082	0.815
Aqua Mansa Water Company, and Meeks & Daley Water Company		.141	3.321
The Regents of the University of California			0.250
<u>Total</u>	6.630	1.766	26.264

APPENDIX C
TABLE C-1

EXTRACTIONS FOR USE WITHIN WESTERN
FROM
THE SAN BERNARDINO BASIN AREA, COLTON BASIN AREA,
AND THE RIVERSIDE BASIN AREA
FOR USE ON LANDS THAT ARE NOT TRIBUTARY
TO THE RIVERSIDE NARROWS FOR
AVERAGE OF FIVE-YEAR PERIOD ENDING IN 1963

<u>Extractor</u>	<u>Five-Year Average Ac. Ft.</u>
City of Riverside, including Irrigation Division water extracted by Gage Canal Co. and former Riverside Water Co.	30,657
Meeks & Daley Water Co., Agua Mansa Water Co., and Temescal Water Co., including water received from City of Riverside	13,731
Extractions delivered by West Riverside Canal received from Twin Buttes Water Co., La Sierra Water Co., Agua Mansa Water Co., Salazar Water Co., West Riverside 350" Water Co., and Jurupa Water Co.	5,712
Rubidoux Community Services District	531
Jurupa Hills Water Co.	36
<u>TOTAL</u>	50,667

APPENDIX D
TABLE D-1

EXTRACTIONS FROM SAN BERNARDINO BASIN AREA
FOR THE AVERAGE OF FIVE-YEAR PERIOD ENDING WITH 1963
FOR USE WITHIN SAN BERNARDINO COUNTY

(ALL VALUES IN ACRE FEET)

<u>Basin</u>	<u>Five Year Avg. 1959-63</u>
Beaumont	10,064
Big Bear	1,171
Borea Canyon	91
Bunker Hill	181,600
City Creek	337
Cook Canyon	197
Devil Canyon	3,326
Devil Creek	42
Lower Cajon	2,090
Little San Creek	15
Lytle	29,364
Mill Creek	11,084
Oak Glen	935
Plunge Creek	1,265
santa Ana	1,790
Strawberry Creek	291
San Timoteo	2,272
Waterman Canyon	367
Yucaipa	<u>13,837</u>
Upper Basin Total	260,139
Less: Beaumont	
Oak Glen	
San Timoteo	27,107
Yucaipa	
Subtotal	<u>233,032</u>
Less Big Bear	<u>1,171</u>
Subtotal	<u>231,861</u>
Less extractions for use outside San Bernardino County	<u>60,897</u>
Extractions from San Bernardino for use in San Bernardino County	170,964

APPENDIX D
TABLE D-2

EXTRACTIONS FROM
COLTON BASIN AREA FOR AVERAGE OF
FIVE-YEAR PERIOD ENDING WITH 1963
BY SAN BERNARDINO AND RIVERSIDE COUNTY ENTITIES
FOR USE WITHIN EACH COUNTY

(VALUES IN ACRE FEET)

<u>Extractor</u>	<u>Place of Use</u>		<u>Total</u>
	<u>San Bernardino Co.</u>	<u>Riverside Co.</u>	
San Bernardino County Entities	8,480	0	8,480
Riverside County Entities	147	3,349	3,496
<u>TOTAL EXTRACTIONS</u>	8,627	3,349	11,976

APPENDIX D
TABLE D-3

EXTRACTIONS FROM
RIVERSIDE BASIN AREA IN SAN BERNARDINO COUNTY
FOR AVERAGE FIVE-YEAR PERIOD ENDING WITH 1963
BY SAN BERNARDINO AND RIVERSIDE COUNTY ENTITIES
FOR USE WITHIN EACH COUNTY

(VALUES IN ACRE FEET)

<u>Extractor</u>	<u>Place of Use</u>		<u>Total</u>
	<u>San Bernardino Co.</u>	<u>Riverside Co.</u>	
San Bernardino County Entities	9,582	0	9,582
Riverside County Entities	<u>3,929</u>	<u>20,191</u>	<u>24,120</u>
<u>TOTAL EXTRACTIONS</u>	13,511	20,191	33,702

APPENDIX D
TABLE D-4

EXTRACTIONS FROM
SAN BERNARDINO BASIN AREA, COLTON BASIN AREA
AND RIVERSIDE BASIN AREA USED WITHIN
RIVERSIDE COUNTY FOR THE AVERAGE
FIVE-YEAR PERIOD ENDING WITH 1963

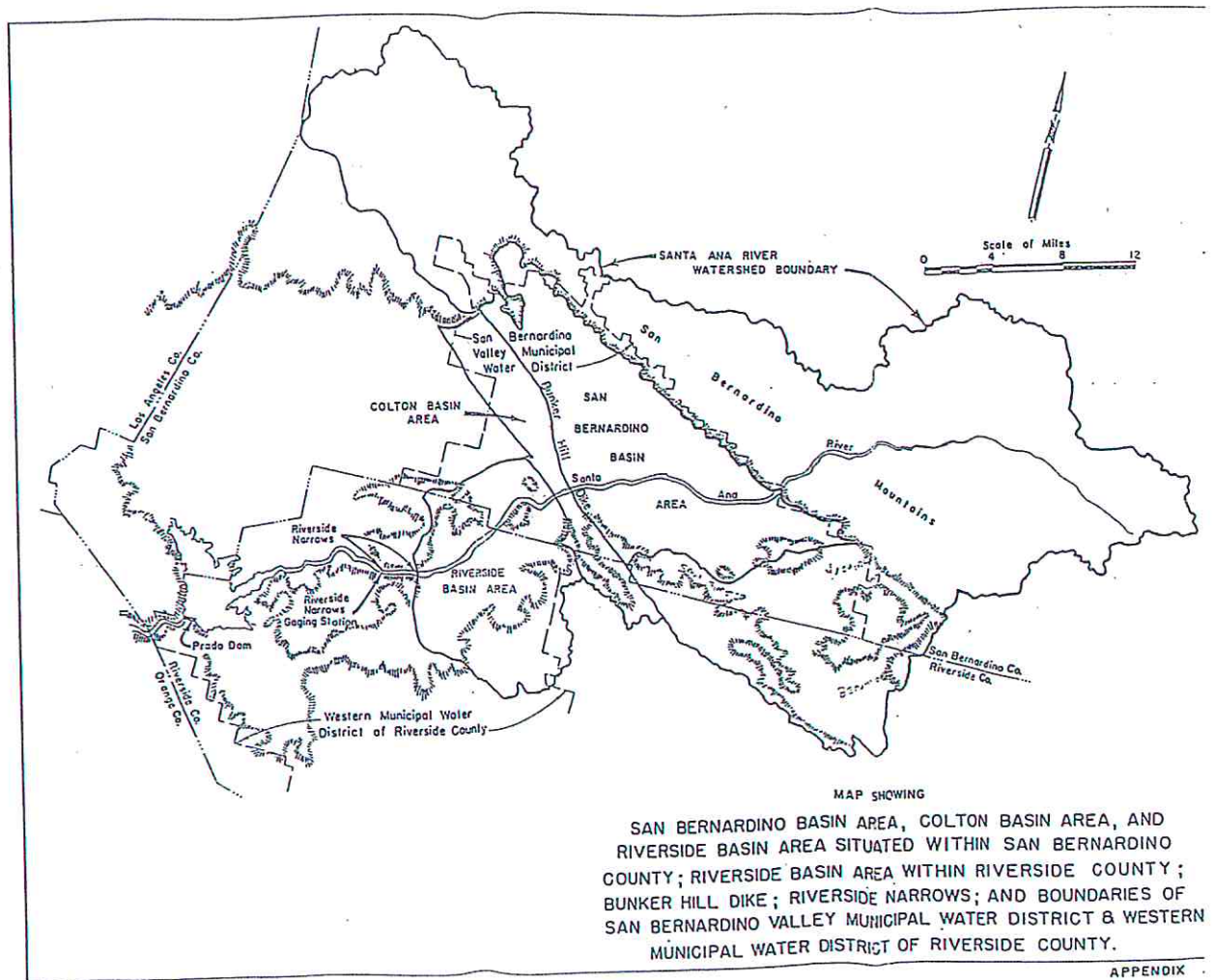
(ALL VALUES IN ACRE FEET)

<u>Basin</u>	<u>Five-Year Average</u>
San Bernardino Basin Area	60,897
Colton Basin Area	3,349
Riverside Basin Area in San Bernardino County	20,191
Riverside Basin Area in Riverside County	<u>30,044</u>
<u>TOTAL</u>	114,481

APPENDIX D
TABLE D-5

IRRIGATED ACREAGE IN RIVERSIDE BASIN AREA
IN RIVERSIDE COUNTY PRESENTLY TRIBUTARY
TO RIVERSIDE NARROWS WHICH
UPON CONVERSION TO URBAN USES
REQUIRING SEWAGE DISPOSAL THROUGH
THE RIVERSIDE TREATMENT PLANT WILL
BE DISCHARGED TO THE RIVER BELOW
RIVERSIDE NARROWS

<u>Entity Serving Acreage</u>	<u>Acres</u>
Gage Canal	1,752
Alta Mesa Water Co.	65
East Riverside Water Co.	926
Riverside Highland Water Company	<u>1,173</u>
<u>TOTAL</u>	<u>3,916</u>



APPENDIX G
VERIFIED 2020 EXTRACTIONS
FOR
RIVERSIDE SOUTH GROUNDWATER BASIN

**WESTERN - SAN BERNARDINO WATERMASTER
TABLE 3A
VERIFIED EXTRACTION, SUMMARY - FILED AND NON-FILED
RIVERSIDE BASIN AREA WITHIN RIVERSIDE COUNTY**

OWNER	BASE YEARS							CALENDAR YEAR EXTRACTIONS						
	1959	1960	1961	1962	1963	AVG	2016	2017	2018	2019	2020	AVG		
AGUA MANSA PROPERTIES, INC	121	151	134	0	0	81	-	-	-	-	-	0		
ALAMO WATER COMPANY	79	100	132	163	149	125	23	20	20	22	22	21		
AMERICAN TEXTILE MAINTENANCE	30	34	38	35	31	34	1	1	1	1	1	1		
BANK OF AMERICA N.T.&S.A.	90	90	90	90	94	91	-	-	-	-	-	0		
BOX SPRINGS MUTUAL WATER COMPANY	526	503	547	497	470	509	262	265	259	120	218	225		
BURNS F L AND LAURA	0	0	0	0	0	0	-	-	-	-	-	0		
CALIF BAPTIST UNIVERSITY	-	-	-	-	-	0	0	0	0	0	0	0		
CANYON CREST COUNTRY CLUB	-	-	-	-	-	0	50	50	50	0	0	30		
CARPENTER COMPANY	118	247	420	300	300	277	-	-	-	-	-	0		
CITIZENS NATIONAL COMPANY	0	33	33	33	33	26	-	-	-	-	-	0		
CRESTMORE HEIGHTS MUTUAL WATER COMPANY	67	63	65	61	58	63	-	-	-	-	-	0		
EASTERN MUNICIPAL WATER DISTRICT	3	1	0	0	0	1	-	-	-	-	-	0		
FLABOB AIRPORT, LLC	5	5	5	5	5	5	0	0	0	0	0	0		
GROSS, DALE P	0	0	0	0	0	0	-	-	-	-	-	0		
GRUBBS, V W	45	40	51	38	39	43	-	-	-	-	-	0		
HEYMING, FRANK & LUCY	-	-	-	-	-	0	13	0	5	2	2	4		
HIGH GROVE VILLAGE	-	-	-	-	-	0	-	-	-	-	-	0		
HUNTER ENGINEERING COMPANY	0	0	0	31	188	44	-	-	-	-	-	0		
JOHNSON, TRUMAN	274	218	252	191	254	238	-	-	-	-	-	0		
JURUPA COMMUNITY SERVICES DISTRICT	1,003	1,068	1,056	1,146	1,414	1,137	473	503	516	492	491	495		
LA CASA CONTENTA MOTEL	0	0	0	0	0	0	-	-	-	-	-	0		
MADISON, ERIN	1,167	1,485	1,196	991	1,443	1,256	-	-	-	-	-	0		
MARTIN, KENNETH ALLAN	0	0	0	0	0	0	-	-	-	-	-	0		
MASTERCRAFT HOMES	987	987	987	987	987	987	-	-	-	-	-	0		
MICHAEL, C.	354	354	354	354	354	354	-	-	-	-	-	0		
MIPO CORP, DBA MISSION	73	73	73	73	73	73	-	-	-	-	-	0		
PEDLEY LAND COMPANY LLC	-	-	-	-	-	0	468	485	450	464	464	466		
PROPERTY ACQUISITION COMPANY	140	136	143	139	141	140	-	-	-	-	-	0		
RIVERSIDE CEMENT COMPANY	1,067	1,080	2,702	2,434	2,205	1,898	30	30	1	1	1	13		
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT	-	-	-	-	-	0	0	0	0	0	0	0		
RIVERSIDE COUNTY PARKS DEPARTMENT	2,240	2,240	2,240	2,240	2,240	2,240	254	254	0	254	0	152		
RIVERSIDE HIGHLAND WATER CO	0	0	0	1,393	1,381	555	81	124	158	204	247	163		
RIVERSIDE INDUSTRIAL PARK	315	315	224	209	174	247	-	-	-	-	-	0		
RIVERSIDE THOROUGHbred FARM	-	-	-	-	90	18	-	-	-	-	-	0		
RIVERSIDE UNIFIED SCHOOL DISTRICT	-	-	-	-	-	0	18	19	29	19	25	22		
RIVERSIDE, CITY OF	12,916	16,177	16,741	13,552	11,543	14,186	11,881	12,915	15,531	16,241	17,302	14,774		
RIVERSIDE, CITY OF-GAGE CANAL	3,057	2,987	3,236	2,017	2,171	2,694	3,899	4,167	3,988	3,629	3,175	3,772		
RIVINO WATER COMPANY	297	211	187	477	372	309	-	-	-	-	-	0		
ROCKY R RANCH	45	24	6	6	5	17	-	-	-	-	-	0		
ROOS CHARLES E	0	200	0	0	0	40	-	-	-	-	-	0		
ROSS SAM	0	0	0	0	0	0	-	-	-	-	-	0		
RUBIDOUX C.S.D.	1,006	1,112	1,389	1,179	1,219	1,181	7,329	7,636	5,256	4,717	5,186	6,025		
SCHWAB A M	110	88	42	11	12	53	-	-	-	-	-	0		
SCOPE CORPORATION	116	90	135	199	100	128	-	-	-	-	-	0		
STOKER GEORGE	158	165	159	165	134	156	-	-	-	-	-	0		

**WESTERN - SAN BERNARDINO WATERMASTER
TABLE 3A
VERIFIED EXTRACTION, SUMMARY - FILED AND NON-FILED
RIVERSIDE BASIN AREA WITHIN RIVERSIDE COUNTY**

OWNER	BASE YEARS						CALENDAR YEAR EXTRACTIONS					
	1959	1960	1961	1962	1963	AVG	2016	2017	2018	2019	2020	AVG
TAYLOR WALTER & BARBARA	0	0	0	30	15	9	-	-	-	-	-	0
UNIVERSAL FOREST PRODUCTS	-	-	-	-	-	0	0	0	0	0	0	0
UNIVERSITY OF CALIFORNIA, REGENTS OF	131	283	370	94	227	221	0	0	0	0	0	0
VICTORIA COUNTRY CLUB	0	0	0	0	0	0	392	355	345	345	326	353
VON KANEL ALFRED	83	87	94	94	78	87	-	-	-	-	-	0
WATERMAN ALLEN H	25	33	16	0	0	15	-	-	-	-	-	0
WHITE SULPHUR SPRINGS POOL	49	53	54	44	40	48	-	-	-	-	-	0
WIGHT MRS CHARLES H	76	0	0	0	0	15	-	-	-	-	-	0
ZINKE VERA	53	37	47	20	18	35	-	-	-	-	-	0

TOTALS FOR 155 WELLS

26,826 30,770 33,218 29,298 28,057 29,634 25,174 26,824 26,609 26,511 27,460 26,516

PAGE 2 OF 2

AS OF 6/22/2021 4:52 PM

15. EXPENSES ASSOCIATED WITH WELL 2 GAC PREMATURE BREAKTHROUGH:

DM 2022-65

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 2022-65

July 7, 2022

To: Rubidoux Community Services District
Board of Directors

Subject: Expenses Associated With Well 2 GAC Premature Breakthrough

BACKGROUND:

Rubidoux Community Services District ("District") installed granular activated carbon filtration treatment ("GAC") at Well No. 2 to remove 1,2,3-TCP and PFAS contaminants. Over the past 5 years, the GAC in the treatment vessels has been removed and replaced as the GAC effectiveness is exhausted. Based on the flowrate of Well No. 2 and the contaminant levels present in the water, the GAC lasts approximately 9 months.

The most recent refill of GAC for Well No. 2 happened in March 2022 and the GAC was purchased from Carbon Activated Corporation ("Carbon Activated"). The new GAC was installed on March 29, 2022, and immediately after putting into service the water samples at the 75% test port showed premature breakthrough of 1,2,3-TCP and PFAS. With this observation, Well No. 2 was taken out of service and investigations began to understand why immediate contaminant breakthrough happened when there is an expectation based on prior history the GAC would last approximately 9 months.

Staff asked Trussell Technologies, Inc. ("Trussell") to assist with the investigation. Their investigation is summarized in a June 13, 2022 Technical Memo. The investigation considered the following possible causes:

1. GAC delivered by Carbon Activated was bad
2. GAC delivered by Carbon Activated was lost during backwash operations or to system due to damaged manifold piping
3. Carbon Activated didn't deliver the amount of GAC ordered
4. Contaminant levels were higher than in the past

Trussell confirmed through sampling results by Babcock Laboratories the contaminants in the water pumped at Well No. 2 is consistent with past water quality and the GAC delivered by Carbon Activated was good. Treated water delivered into the system after treatment with the GAC was non-detect for contaminants despite immediate breakthrough at the 75% test ports. Eliminating changes in water quality was a factor and verifying the delivered GAC was effective, Trussell then investigated if there was enough GAC in the vessels.

Physical inspection of the manifold system was done to confirm GAC was not being pumped out of the vessels into the system or the detention basin located on District property. The manifold system was determined to be intact, and inspection of the detention basin found no unusual amounts of GAC. This eliminated having a mechanical failure as a cause.

This then lead Trussell to investigate if enough GAC was delivered. Trussell determined there were two issues:

1. Staff ordered half the required amount of GAC on the purchase order issued to Carbon Activated. Each treatment vessel holds 20,000 lbs of GAC so 40,000 lbs should have been requested on the purchase order. The purchase order issued was for 20,000 lbs and the delivery by Carbon Activated was split in half between the two vessels upon delivery. With this volume of GAC, each vessel should have had GAC up to approximately the 50% test port.
2. Upon inspection before removal of the delivered GAC, it was physically observed the GAC was just below the 75% test port within the vessels. This indicates Carbon Activated delivered less than the 20,000 lbs ordered on the purchase order.

Trussell was able to validate this by geometrics of the vessels to calculate volumes, locations of the test ports, and the observed level of the GAC.

Based on Trussell's work as memorialized in their June 13, 2022 memorandum, Attachment 1, the premature breakthrough of contaminants at the 75% test port was directly due to a lack of GAC being placed in the vessels. The under order of GAC on the purchase order issued to Carbon Activated was exacerbated by the apparent light delivery of GAC.

The District has since removed the GAC and refilled the Well No. 2 vessels with GAC purchased from Evoqua.

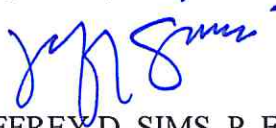
Staff has initiated discussions with Carbon Activated to recover costs the District incurred to investigate this matter using Trussell and for the lost value of the 20,000 lbs of GAC. The Board will be kept apprised as these discussions progress.

Trussell submitted its cost for the investigative work and preparation of a Standard Operating Procedure for GAC changeouts and backwash. See Attachment 2 dated June 28, 2022. The cost is \$19,250. Funds to pay this are available as an operating expense in the Water Fund.

RECOMMENDATION:

Staff recommends the Board of Directors consider authorizing payment of \$19,250 to Trussell Technologies for investigative work associated with Well No. 2 and preparation of a Standard Operating Procedure for GAC Changeouts.

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

1. Trussell Technologies Memo "Well 2 GAC Premature 1,2,3-TCP and PFAS Breakthrough dated June 13, 2022
2. Trussell Technologies Scope of Service dated June 28, 2022

Date: June 13, 2022

Prepared by: Trussell Technologies

Prepared for: Rubidoux Community Services District

Subject: **Well 2 Granular Activated Carbon Premature 1,2,3 TCP and PFAS Breakthrough**

1 Background

Rubidoux Community Services District (District) treats groundwater from six well sites to provide drinking water to the District's customers. The District treats the groundwater for contaminants including per- and polyfluoroalkyl substances (PFAS), manganese, nitrate, and 1,2,3-trichloropropane (1,2,3-TCP) to meet all federal and state drinking water standards.

Well 2 operates with two granular activated carbon (GAC) vessels in parallel to remove 1,2,3-TCP and PFAS. The GAC effluent is disinfected with sodium hypochlorite and then blended with treated groundwater from the Leland J. Thompson Water Treatment Facility (Thompson WTF). Sampling ports are present on the GAC vessels at three points (i.e., 25%, 50%, and 75% of the bed) to track GAC breakthrough progress. The vessels were designed to house 20,000 lbs. of GAC (each) to maintain a desired empty bed contact time (EBCT) of 10 minutes per vessel. The Well 2 vessel schematic is shown in Figure 1.

The two GAC vessels at Well 2 were purchased from Evoqua on June 28, 2019. Evoqua provided carbon fill (UltraCarb 1240LD) and replacement services for the Well 2 vessels from the time they were purchased through June 30, 2021. For the latest carbon fill in March 2022, the District switched carbon vendors for Well 2 and purchased COL-L 900 GAC from Carbon Activated Corporation (Carbon Activated), the same GAC used at the Wells 4 and 6 treatment systems. Carbon Activated installed the virgin GAC on March 29, 2022. The District then performed a standard backwash in each of the vessels to remove fines and allowed the media to soak overnight before collecting the first water quality sample and starting production on March 30, 2022.

The Well 2 vessels showed premature breakthrough of 1,2,3-TCP and PFAS at the 50% and 75% port immediately after the installation of the new media in March 2022. After observing premature breakthrough of 1,2,3 TCP and PFAS, the District drained the vessels and took a picture of the inside of the vessel on May 19, 2022 (Figure 2). The photograph shows that the top of the media was just below the 75% sample port, (i.e. the GAC level in the vessel was only approximately 25% of the design capacity).

In this technical memorandum (TM), the reason for the premature breakthrough of 1,2,3-TCP and PFAS and the low GAC level in the vessels is evaluated. Trussell Technologies (Trussell) analyzed the water quality data, reviewed the GAC procurement documents, and considered possible pathways for GAC loss. Based on this evaluation, a likely source of the media loss is identified, and recommendations are provided.

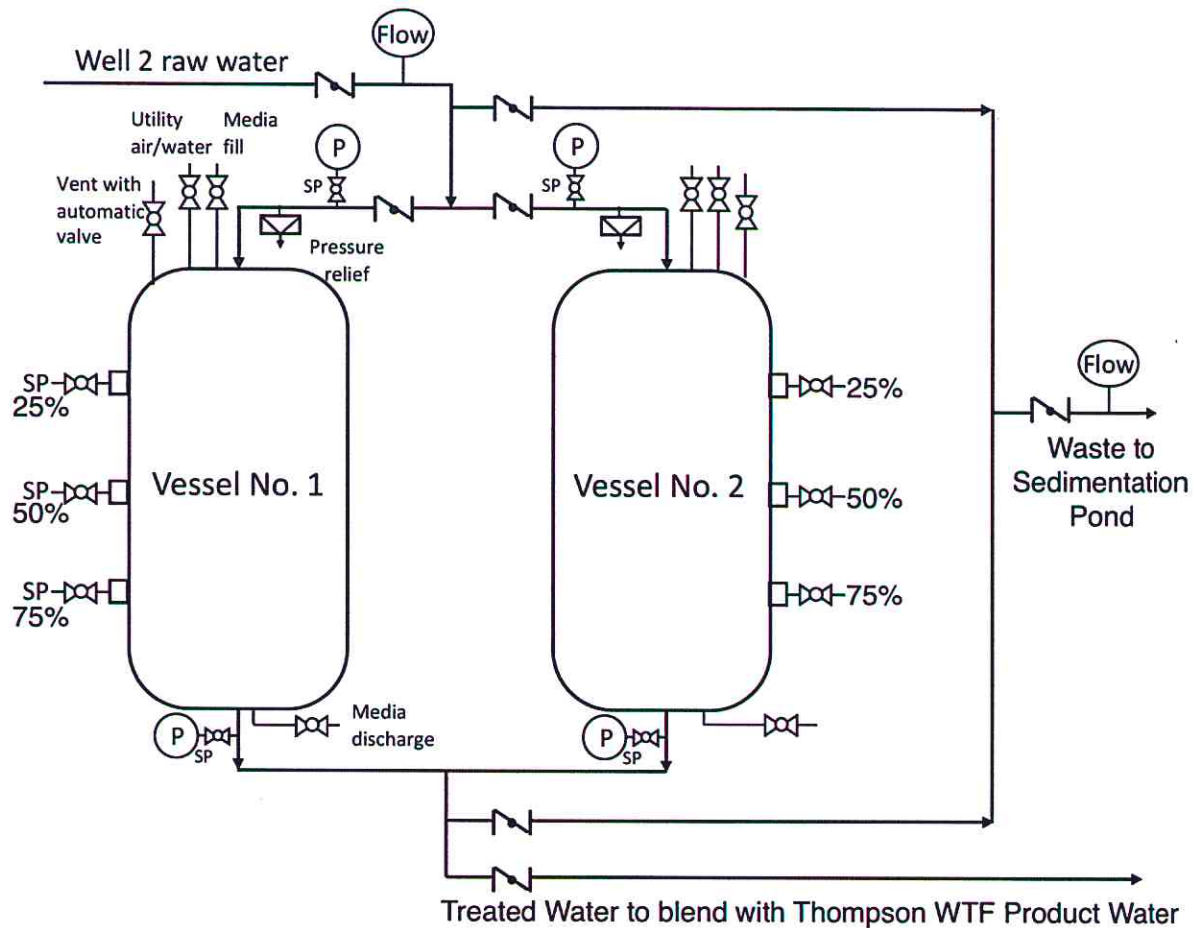


Figure 1 – Schematic of the Well 2 GAC Vessels



Figure 2 – May 19, 2022 photographs of Vessel 2 showing vessel is only filled to the 75% sample port (i.e., 25% of design capacity)

2 Water Quality Sampling Data

Water quality data from the first 6 weeks of operation following the media changeout are summarized in Table 1. 1,2,3-TCP and PFAS were analyzed via test method SRL 524M-TCP and Environmental Protection Agency (EPA) method 537.1, respectively, by Babcock Laboratories, Inc. The 50% ports for Vessel 1 and Vessel 2 were sampled for 1,2,3-TCP on March 30, 2022, and showed no observable contaminant removal from the raw water (i.e., concentrations were approximately equal to the raw water concentrations). The same was true for follow-up monitoring performed on April 5, 2022. The 75% ports for Vessel 1 and Vessel 2 were sampled for 1,2,3-TCP and PFAS on April 13, 2022 and also showed no observable contaminant removal. However, the vessel effluent 1,2,3 TCP was non-detect in all samples.

The small volume of media that was present was effective at removing 1,2,3 TCP and PFAS, as shown by the non-detect levels in the effluent, suggesting that the premature breakthrough was not a result of the *quality* of the media. This data, combined with the observation that the vessels were only full to the 75% port (Figure 2), suggests that breakthrough of the contaminants at the 75% sample port was the result of insufficient media in the vessels. The timeline of the sampling data suggests that a large portion of media was lost within the first two weeks of operation or was never installed in the vessels in the first place.

Table 1 – 1,2,3 TCP and PFAS Sampling Data

Parameter	Date	Well 002	Vessel 1 50%	Vessel 2 50%	Vessel 1 75%	Vessel 2 75%	Well 02 GAC Plant Combined Effluent	Avalon Sample Station
1,2,3-TCP ¹ (µg/L)	3/30/22	0.043	0.04	0.04	-	-	ND	ND
	4/5/22	0.049	0.045	0.045	-	-	ND	ND
	4/13/22	-	-	-	0.044	0.044	-	-
	4/20/22	0.047	0.048	0.048	0.047	0.047	ND	ND
PFOA ² (ng/L)	4/5/22	17	-	-	-	-	ND	ND
	4/19/22	17	17	17	-	-	-	-
	5/13/22	16	-	-	16	17	-	-
PFOS ² (ng/L)	4/5/22	7.4	-	-	-	-	ND	ND
	4/19/22	8	7.5	8.4	-	-	-	-
	5/13/22	7.3	-	-	7.1	7.4	-	-

¹Detection limit is <0.005 µg/L.

²Detection limit is < 1.8 ng/L.

3 Quantity of Carbon Purchased

To determine if the insufficient volume of media was due to an insufficient volume of media installed, the purchase order and delivery truck weight tickets were reviewed. Based on the purchase order, the District ordered 20,000 lbs. of GAC instead of the design capacity of 40,000 lbs (Figure 3). When split evenly between the two vessels, this meant that each vessel could only be filled with a maximum of 10,000 lbs. of media, or 50% of the design capacity. However, the fact that the District only ordered half the design load of GAC does not fully explain the low level of GAC observed on May 19, 2022; had the vessels been filled with the ordered 10,000 lbs. of GAC per vessel, the GAC level would have been at approximately the 50% sample port rather than at the observed 75% sample port.

Next, the truck weight tickets were reviewed. Scale tickets provided by Carbon Activated confirm that 20,720 lbs. of cargo were loaded on the delivery truck by the morning of the changeout (Figure 4). However, an inspection was not performed to verify the amount of GAC transferred into the vessels and the truck was not weighed after delivery. Additionally, the truck was initially weighed in Long Beach, CA which is approximately 65 miles from the District's Well 2 treatment site (3590 Rubidoux Blvd, Jurupa Valley, CA). Based on this information, it is not definitive that the purchased load of 10,000 lbs. of GAC per vessel was actually installed. To determine whether the carbon level started at the 75% port, possible pathways for carbon loss were explored (discussed in the following section).

ON ACTIVATED CORPORATION**Invoice**

ORATE OFFICE
SOUTH CENTRAL AVENUE
COMPTON, CA 90220
TEL (310) 885-4555
FAX (310) 885-4558
E-mail: info@activatedcarbon.com

EAST COAST BRANCH
3774 HOOVER ROAD
BLASDELL, NY 14219
TEL: (716) 677-6661
FAX: (716) 677-6663
E-mail: carbonactivated@earthlink.net

CANADA DIVISION
P.O. BOX 193
JARVIS STREET
FORT ERIE, ONTARIO, L2A 5M9 CANADA
TEL: (905) 993-2646
FAX: (905) 994-8341
E-mail: nyinfo@activatedcarbon.com

DATE 3/30/2022 INVOICE # 53099

BILL TO:	SHIP TO:
RUBIDOUX COMMUNITY SERVICE DISTRICT 3590 RUBIDOUX BLVD. JURUPA VALLEY CA 92509	RUBIDOUX COMMUNITY SERVICES DISTRICT 3590 RUBIDOUX BLVD. JURUPA VALLEY, CA 92509

RECEIVED
APR 5 2022
BY: _____

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
9328	NET 30	DK	3/29/2022	CAC	NONE	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	321	ON SAME DAY USING ONE PNEUMATIC TANKER INSTALL 20,000LB OF GAC INTO TWO (2) FILTER SYSTEMS WITH WATER PROVIDED BY CUSTOMER.	13,392.14	13,392.14
20,000	020-RGL	ACTIVATED CARBON COAL BASE RE-AGGLOMERATED 12x40	1.60	32,000.00T
		Sales Tax	7.75%	2,480.00

Approved	Date
MV	4/2/22
RCSD	

3/29/22

Arrive - 7:36 am

7:43 am

7:51 am

9:34 am

VENDOR DESCRIPTION Activated Carbon
INVOICE \$ 30560.02
GLACCT# 8

THANK YOU *World's Finest Quality* - Ready to Ship NOW!
PLEASE REMIT YOUR PAYMENT TO
2250 SOUTH CENTRAL AVE, COMPTON CA, 90220

TOTAL \$47,872.14


NY UNPAID BALANCE AFTER 30 DAYS WILL INCUR A SERVICE CHARGE 2% PER MONTH.
NY COLLECTION COSTS INCLUDING ATTORNEY'S FEES WILL BE ADDED TO INVOICE.



8.5.1 F8 A

Figure 3 - Carbon Activated invoice for GAC delivery March 29, 2022

TICKET NUMBER
1062322089225



**CERTIFIED
AUTOMATED
TRUCK
SCALE**

CAT SCALE COMPANY
P.O. BOX 630
WALCOTT IA 52773
(877) 228-7225
www.catscale.com

THE CAT SCALE GUARANTEE
The CAT Scale Company guarantees that our scales will give an accurate weight. What makes us different from other scale companies is that we back up our guarantee with cash.

WEIGH WHAT WE SAY OR WE PAY
If you get an overweight fine from the state AFTER one of our CAT Scales showed a legal weight, we will immediately check our scale and we will:

- (1) Reimburse you for the cost of the overweight fine if our scale is wrong, OR
- (2) A representative of CAT Scale Company will appear in court WITH the driver as an expert witness if we believe our scale was correct.

IF YOU SHOULD GET AN OVERWEIGHT FINE, YOU SHOULD DO THE FOLLOWING TO GET THE PROBLEM RESOLVED:

- 1) Post bond and request a court date.
- 2) Call CAT Scale Company direct 24 hours a day at 1-877-CAT-SCALE, ext. 7 (Toll Free), or visit www.catscaleguarantee.com for instructions.
- 3) IMMEDIATELY send a copy of the citation, CAT Scale Ticket, your name, company, address, and phone number to CAT Scale Company Attn: Guarantee Department.

The four weights shown below are separate weights. The TOTAL WEIGHT was weighed on a full length platform scale. AXLE WEIGHTS CAN NOT BE CERTIFIED and are NOT LEGAL FOR TRADE, however, CAT SCALE COMPANY GUARANTEES THESE WEIGHTS TO BE CORRECT.

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SWEEPSTAKES**
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COMPLETE OFFICIAL
RULES AVAILABLE AT
WEIGHTOWIN.COM

05:33

PUBLIC WEIGHMASTER'S
CERTIFICATE OF
WEIGHT & MEASURE

DATE: 3-29-22

SCALE: 623

LOCATION: HARBOR TRUCK STOP

2130 W PCH

LONG BEACH CA

STEER AXLE	11440	1b
DRIVE AXLE	23360	1b
TRAILER AXLE	19060	1b
*GROSS WEIGHT	53860	1b

WARNING !

THIS FORM IS NOT A CALIFORNIA WEIGHMASTER CERTIFICATE AND IS NOT LEGAL FOR TRADE IN THE STATE OF CALIFORNIA.


WEIGH NUMBER
8225

CUSTOMER COPY

COMMODITY OR ARTICLE WEIGHED: CARBON ACTIVATED

COMPANY: _____

FEES: \$12.50

WEIGHER SIGNATURE: 

FREIGHT ALL KINDS

TRACTOR # BT10 TRAILER # PT2

TICKET # OF FULL \$ WEIGH (IF REWEIGH)

© CAT Scale® CA 7028 11/21

TICKET NUMBER
1062322087025



**CERTIFIED
AUTOMATED
TRUCK
SCALE**

CAT SCALE COMPANY
P.O. BOX 630
WALCOTT IA 52773
(877) 228-7225
www.catscale.com

THE CAT SCALE GUARANTEE
The CAT Scale Company guarantees that our scales will give an accurate weight. What makes us different from other scale companies is that we back up our guarantee with cash.

WEIGH WHAT WE SAY OR WE PAY
If you get an overweight fine from the state AFTER one of our CAT Scales showed a legal weight, we will immediately check our scale and we will:

- (1) Reimburse you for the cost of the overweight fine if our scale is wrong, OR
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SWEEPSTAKES**
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Instant prizes too!

COMPLETE OFFICIAL
RULES AVAILABLE AT
WEIGHTOWIN.COM

07:42

PUBLIC WEIGHMASTER'S
CERTIFICATE OF
WEIGHT & MEASURE

DATE: 3-28-22

SCALE: 623

LOCATION: HARBOR TRUCK STOP

2130 W PCH

LONG BEACH CA

STEER AXLE	11040	1b
DRIVE AXLE	13480	1b
TRAILER AXLE	8620	1b
*GROSS WEIGHT	33140	1b

WARNING !

THIS FORM IS NOT A CALIFORNIA WEIGHMASTER CERTIFICATE AND IS NOT LEGAL FOR TRADE IN THE STATE OF CALIFORNIA.

WEIGH NUMBER
7025

CUSTOMER COPY

COMMODITY OR ARTICLE WEIGHED: CARBON ACTIVATED

COMPANY: _____

FEES: \$12.50

WEIGHER SIGNATURE: 

FREIGHT ALL KINDS

TRACTOR # 8 TRAILER # PT2

TICKET # OF FULL \$ WEIGH (IF REWEIGH)

© CAT Scale® CA 7028 11/21

Figure 4 - CAT scale tickets for GAC delivery truck

4 Consideration of Possible Pathways for GAC loss

Next, Trussell considered possible pathways for GAC to be lost from the vessel. The two possible pathways for media loss are 1) loss of media through broken nozzles or the effluent manifold, and 2) loss of media during the backwash (performed once after media change-out). Engineers Dave Hokanson and Jacob Newman from Trussell visited the site on May 27, 2022, to observe the unloading of the remaining GAC by Carbon Activated and perform an independent investigation on possible explanations for the low media levels.

First, the vessel, conveyance pipes, and connections were inspected for integrity to rule out the possibility of GAC losses during normal operation. After the remaining GAC from the vessels was removed and the vessels were cleaned, the District's operator Lee Bugbee and a service technician from Carbon Activated entered the vessels to perform the inspections. Both people found that all nozzles (i.e., 25%, 50%, 75%, and 100% sample taps) were fully intact for each vessel and the interior lining of each vessel was in good condition (Figure 5, Figure 6). The manifold that collects the treated effluent was determined to be stainless steel, while the laterals that feed the manifold were found to be PVC. The PVC laterals are perforated with keystone slits to allow treated effluent to flow through but not GAC media (Figure 10). There were no defects in the system observed that would allow media to unintentionally leave the vessel (Figure 8, Figure 9).

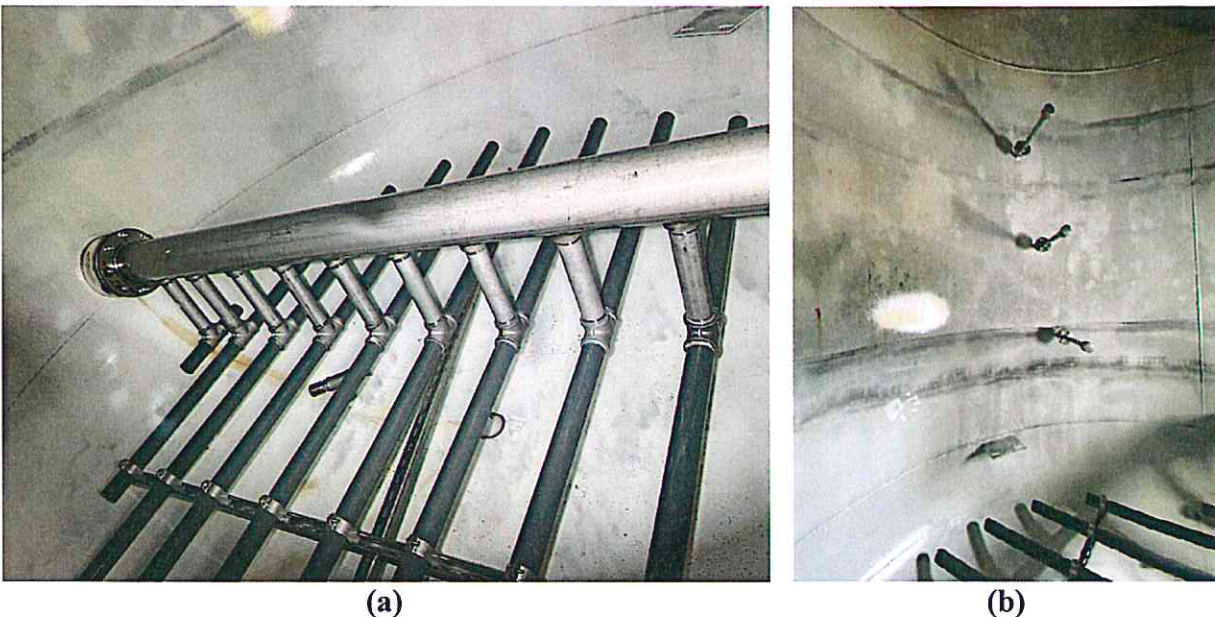


Figure 5 – Vessel 1 interior after pressure cleaning, including (a) manifold system and (b) sample taps



Figure 6 – Vessel 2 interior after pressure cleaning including manifold system and sample taps

Next, to determine if GAC was lost during the initial backwash, Mr. Bugbee, Dr. Hokanson, and Mr. Newman inspected the adjacent sedimentation pond where vessel backwash water is discharged. There was no evidence found of GAC in the sedimentation pond (Figure 7). It was also verified that no GAC was lost to the sewer as there is no sewer connection at Well 2. Therefore, it was concluded that the missing GAC was not lost by either of the possible pathways leaving the vessels (i.e., influent piping during initial backwash or effluent piping during normal operation).



Figure 7 - Sedimentation Pond where backwash water is discharged. The missing GAC does not appear to be lost to sedimentation pond.

5 Conclusions and Recommendations

This evaluation determined that the premature breakthrough of 1,2,3-TCP and PFAS was due to an insufficient volume of GAC in Well 2 vessels. While the purchase order indicates that the volume of GAC ordered was half of the design volume, this was not the sole reason for the insufficient volume of GAC in the Well 2 vessels. The photo evidence shows that the vessels had only 25% of the design capacity of carbon (should be 50% of design capacity given the volume of media purchased). Trussell investigated pathways for operational GAC loss (i.e., loss of carbon through broken nozzles or effluent manifold or loss of carbon through the influent piping during the initial backwash) and ruled out these possibilities. The evidence collected suggests that Carbon Activated did not install the full amount of the purchased 20,000 lbs of GAC during the changeout on March 29, 2022.

Trussell recommends the District purchase the full 40,000 lbs of GAC (20,000 lbs per vessel) to bring the Well 2 vessels back online with sufficient EBCT for removal of PFAS and 1,2,3-TCP. The supplied GAC was shown to be effective in removing PFAS and 1,2,3-TCP. Therefore, the District may continue to purchase media from Carbon Activated or a comparable carbon from a different vendor.

To avoid a similar issue from happening again, Trussell will support the District in developing a Standard Operating Procedure (SOP) for GAC media changeouts. The SOP should contain measures to verify that the correct amount of media has been delivered on the vendor's truck prior to transfer and that the correct amount has been loaded into each vessel after transfer. This verification includes requesting a weight scale ticket both before and after delivery to ensure all ordered media has been transferred. It is recommended to weigh the truck at a location that is closer to the delivery point. If possible, it is recommended to view the GAC from the top manway of each vessel after transfer. If this poses a challenge, a District operator can instead look inside the delivery truck before and after the changeout to visually verify that all the media delivered was successfully transferred. The multi-point check for media will help prevent future media deficits from occurring.

6 Appendix

Additional photos from the May 27, 2022 inspection are shown in Figure 8, Figure 9, and Figure 10.



(a)



(b)

Figure 8 – Closeup on Both Sides of Vessel 1 Treated Water Manifold and Lateral System

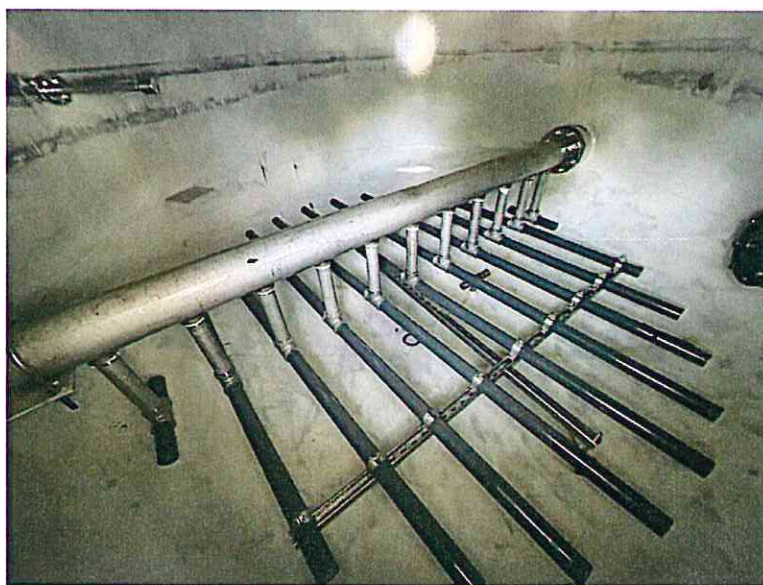


Figure 9 – Closeup on Vessel 2 Treated Water Manifold and Lateral System



Figure 10 – PVC Lateral Detail

Scope of Services for Rubidoux Community Services District

Well 2 GAC Premature Breakthrough Investigation and Recommendations

June 28, 2022

Rubidoux Community Services District (District) treats groundwater from six wells to provide drinking water to the District's customers. Well 2 operates with two granular activated carbon (GAC) vessels in parallel to remove per- and polyfluoroalkyl substances (PFAS) and 1,2,3-trichloropropane (1,2,3-TCP). The Well 2 vessels showed premature breakthrough of 1,2,3-TCP and PFAS at the 50% and 75% port immediately after the installation of the new media in March 2022. The District requested that Trussell investigate the cause for the premature breakthrough and provide recommendations, in the form of a standard operating procedure (SOP), to prevent this issue in the future. This scope of work describes the tasks and budget needed to complete the requested investigation and SOP.

Task 1: Investigation of Well 2 GAC Premature Breakthrough

Trussell will analyze the water quality data, review the GAC procurement documents, interview the operators, consider possible pathways for GAC loss, and visit the site during the GAC vessel inspection to evaluate the cause for the premature breakthrough of 1,2,3 TCP and PFAS. Trussell will document this evaluation and identify the likely cause of the premature breakthrough in a technical memo. The deliverables for this task are summarized below.

Deliverables:

- Site visit for inspection of GAC vessels
- Technical memo documenting Trussell's evaluation of the premature breakthrough and the likely cause of the premature breakthrough

Task 2: Standard Operating Procedure for Future GAC Changeouts to Prevent Premature Breakthrough

Trussell will prepare a draft SOP that describes sequentially the procedures for preparing for a GAC changeout, overseeing the unloading of spent GAC, overseeing the loading of new GAC, and performing a GAC backwash. Particular attention will be directed at ensuring that the correct amount of media is installed to avoid premature breakthrough.

Deliverable:

- Standard Operating Procedure (SOP) for GAC changeout and backwash at the Well 2 GAC vessels

Cost and Schedule

Trussell Tech's proposed engineering consultant fee for the scope of work outlined above is **\$19,250**. The following figures provide the cost and schedule associated with each proposed task.

Task	Description	Principal Engineer III	Principal Engineer II	Senior Engineer I	Associate Engineer I	Total Cost
		\$ 320	\$ 290	\$ 180	\$ 140	
1	Investigation of Well 2 GAC Premature Breakthrough	2	15	28	28	\$ 13,950
1.1	Site visit for inspection of GAC vessels	0	8	0	0	\$ 2,320
1.2	Technical memo	2	7	28	28	\$ 11,630
2	SOP for GAC Changeouts	1	2	12	16	\$ 5,300
2.1	SOP for GAC Changeouts	1	2	12	16	\$ 5,300
Total for Scope of Services		3	17	40	44	\$ 19,250

Task	Description	Schedule 2022	
		May	June
1	Investigation of Well 2 GAC Premature Breakthrough		
1.1	Site visit for inspection of GAC vessels	★	
1.2	Technical memo		★
2	SOP for GAC changeouts		
2.1	SOP for GAC changeouts		★
★ Indicates Deliverables Submitted			

SOP FOR GAC CHANGEOUT & BACKWASH

PURPOSE

The purpose of this SOP is to provide a description on how to safely change out the granular activated carbon (GAC) in a pressure vessel. This SOP describes sequentially the procedures for preparing for a GAC changeout, overseeing the unloading of spent GAC, overseeing the loading of new GAC, and performing a GAC backwash.

SAFETY

Refer to the Material Safety Data Sheet for the GAC in use. Personal protective equipment (PPE) is required for this process including a hardhat, safety glasses, gloves, and approved footwear. Communicate hazards for awareness including high water pressure, driving conditions, overhead piping, slips, trips, and fall hazards.

Delivery and exchange of GAC material is an extremely loud operation. Be sure all staff are aware of the noise hazards and are provided with hearing protection equipment.

PROCEDURES

Prior to spent media removal day:

1. RCSD (Rubidoux Community Services District) OPERATOR will schedule a meeting with GAC removal company to discuss location of GAC vessels, GAC removal process/procedures and concerns. If needed, a site visit can be scheduled.
2. RCSD OPERATOR will verify with GAC removal company that they will remove the old GAC media via a slurry-out method and will supply an air compressor on the delivery truck capable of producing 15 PSI @ 175 CFM for this purpose (Figure 3).
3. If new media is to be installed directly after the spent media is removed, also follow the steps for "Prior to virgin media installation day:" described below.

Prior to virgin media installation day:

1. If the well has been removed from service for repair or maintenance activities, the RCSD OPERATOR will disinfect and test for total coliform bacteria (Bac-T test) prior to placing the well back into service. The well source cannot be placed back into service to supply water to domestic water customers unless raw water samples from the well are analyzed to be total coliform absent. The GAC vessels will also be disinfected and tested for total coliform bacteria by the RCSD OPERATOR prior to filling with new media.
2. RCSD OPERATOR will order virgin coal-based GAC media. The Operator will reference the vessel drawings, vessel labels, specifications, and/or O&M manuals to ensure the correct amount of GAC is purchased to fill vessels to their design capacity. For example, Well 2 CarbonAir GAC media capacity is listed as 20,000 lbs. in the vessel shop drawings (Figure 2). To refill both vessels at Well 2, 40,000 lbs of virgin coal-based carbon media should be ordered.
3. RCSD OPERATOR will perform a site walk and review shop drawings or have previous experience with the vessels before scheduling and overseeing GAC media changeout (Figure 1,2,4)
4. It is recommended that a RCSD OPERATOR requests a certificate of analysis for the carbon media that includes parameters listed in Table 1. Critical parameters to verify are mesh size, effective size, uniformity coefficient, and apparent density.
5. RCSD OPERATOR will schedule a meeting with GAC supplier-delivery company to discuss location of GAC vessels, installation process, procedures, and concerns. If needed, a site visit can be scheduled.
6. RCSD OPERATOR will verify loading method is slurry-out instead of dry. Operator will also communicate expectations for weighing requirements: supplier shall weigh before and after delivery at a CAT Scale within a 10-mile radius and provide weight tickets after installation. Rialto Travel Center at 3610 S Riverside Ave., Bloomington, CA 92316 is recommended.
7. RCSD OPERATOR will verify with the GAC delivery supplier that the tanker, hoses, decant lines, GAC discharge pipes, GAC transfer line, hatches and top of tanker will be food grade hot washed and that all hatches, piping and hose compartments will be sealed closed.

8. RCSD OPERATOR will verify with GAC supplier that they will install the new GAC media via a slurry-in method and will supply an air compressor on the delivery truck capable of producing 15 PSI @ 175 CFM for this purpose (Figure 3).

Table 1 - Typical properties included in a certificate of analysis

Parameter	Typical GAC Media
Material	Bituminous Coal
Mesh Size, U.S Sieve	12x40
Iodine Number, min	1000 mg/g
Effective Size, mm	0.55-0.75
Uniformity Coefficient	< 1.9
Moisture (as packed)	2%
Apparent Density, g/cc	0.54 g/cc
Total Ash, %	<10%
Where applicable, all test methods are per ASTM procedures	

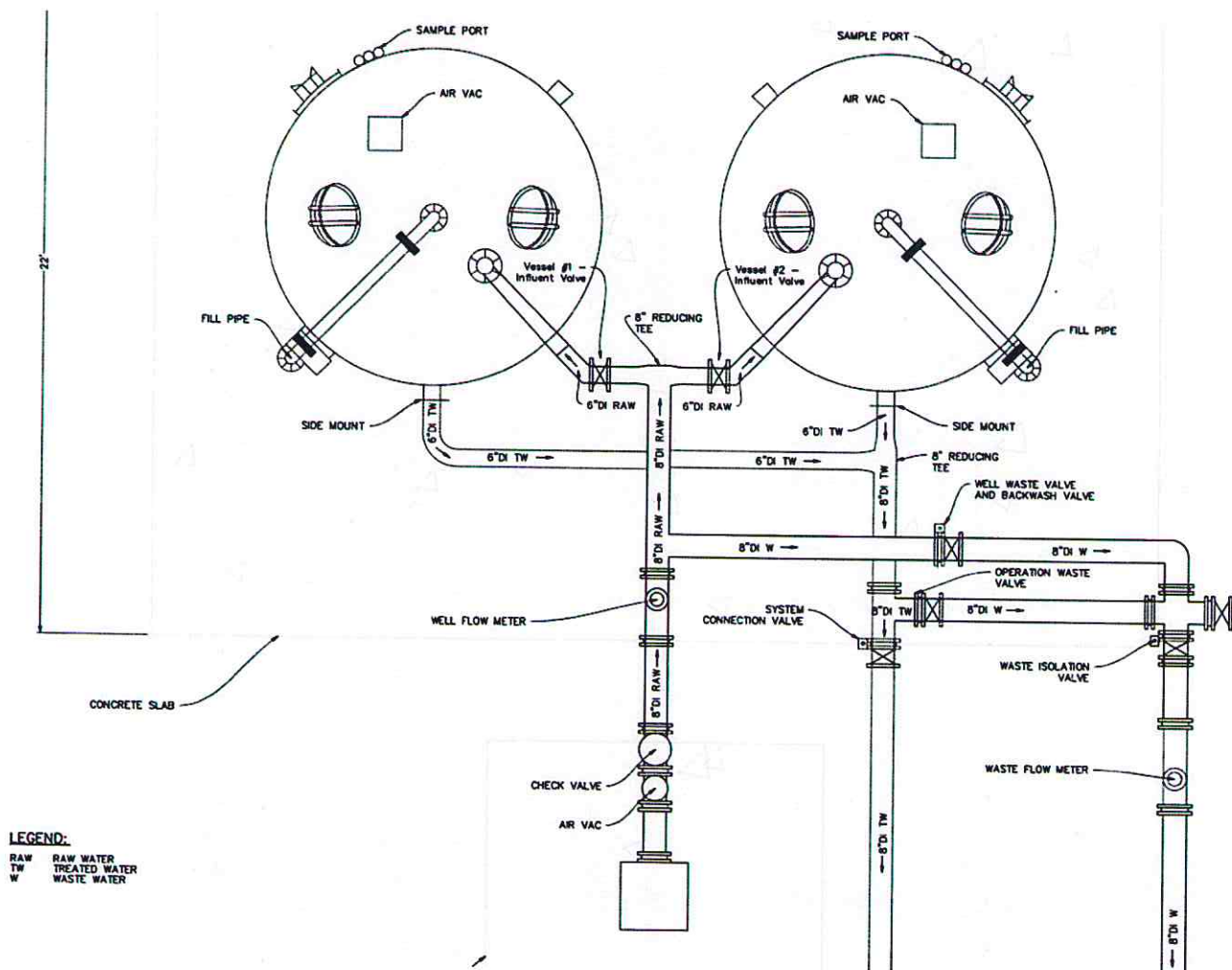


Figure 1 - Well 2 plan view of valving manifold and vessels

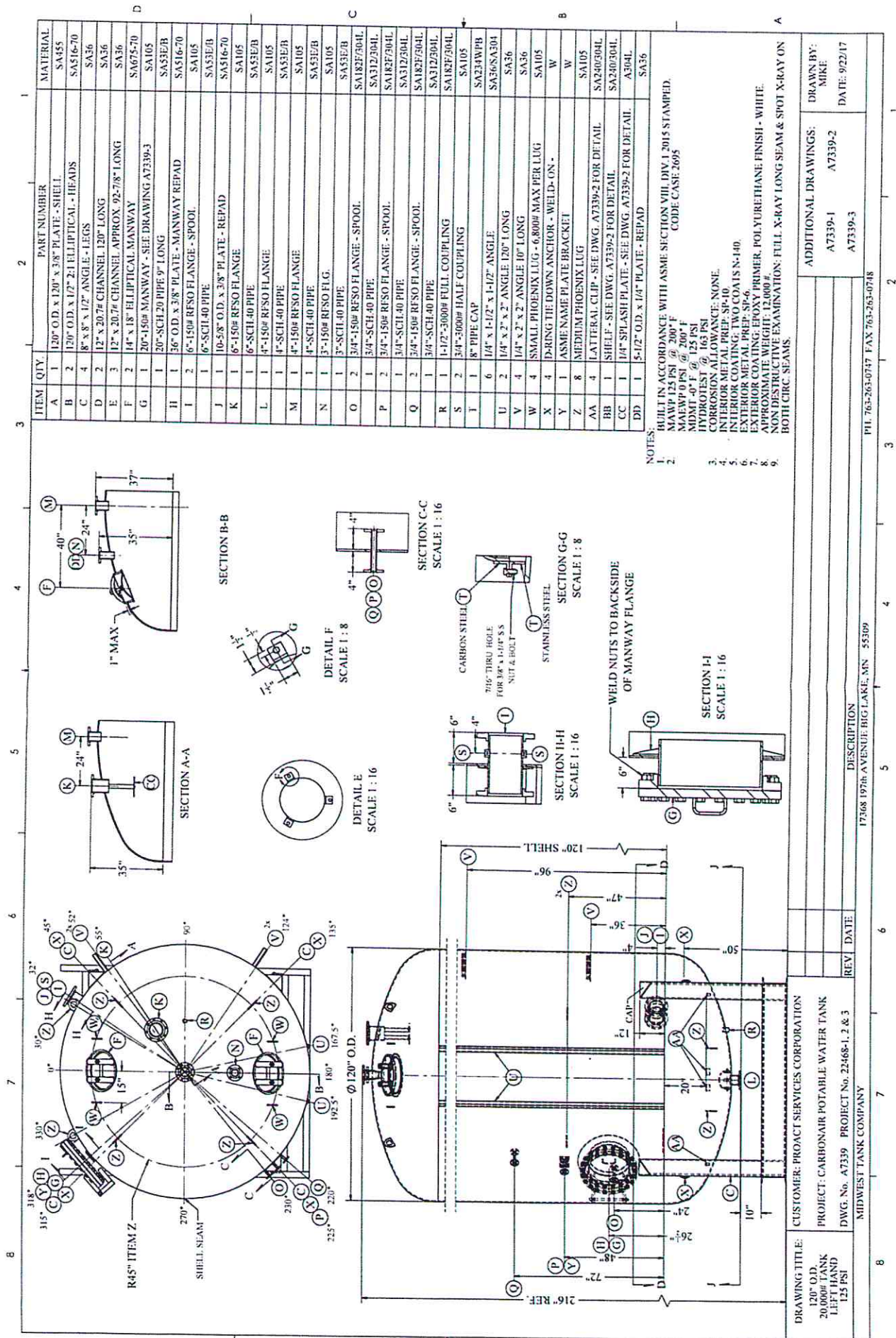


Figure 2 - Well 2 CarbonAir media vessel drawing with dimensions and media capacity listed



Figure 3 - GAC truck with onboard air compressor



Figure 4 - Well 2 GAC vessels and appurtenances

Removal of old GAC Material by slurry out: Performed by GAC REMOVAL TECHNICIAN

The spent GAC will need to be removed and replaced with virgin GAC when PFAS or 1,2,3 TCP is detected at the 75% port (as dictated in RCSD's water supply permit). All personnel involved with inspection or exchange must be wearing site-specific PPE before proceeding with removal and installation. Evoqua CarbonAir tank changeout SOP and O&M manual should be referenced and take priority if uncertainty arises during any procedure involving GAC changeout. GAC media removal company may have different operating procedures specific to their removal truck and those procedures should be obtained from the removal company and consulted prior to the date of removal.

1. RCSD OPERATOR will communicate staging area and potential hazards to the driver.
2. Prior to connection with the vessel, RCSD OPERATOR will confirm the correct vessel has been identified.
3. It is recommended that the RCSD OPERATOR perform a brief backwash of the vessel prior to slurring out the spent GAC in the vessel. The backwash will expand the bed which should make it easier to slurry. Refer to backwash section for detailed backwash procedures.
4. RCSD OPERATOR will fill the filter system to full water level prior to connection with delivery truck.
5. The RCSD OPERATOR will check that all valves are closed before starting the slurry out procedure.
6. GAC REMOVAL TECHNICIAN will connect a 4-inch hose from the slurry-out port to the tanker's 4-inch intake line for extracting the old media (Figure 5). GAC REMOVAL TECHNICIAN will open the receiving tank hatches for observation of water and media levels. It is recommended to attach a sight glass between the hose and tanker so the GAC REMOVAL TECHNICIAN can monitor GAC transfer.



Figure 5 - Well 2. Left, 4" slurry-out port. Right, truck slurry connection

7. GAC REMOVAL TECHNICIAN will connect an air hose to the air relief valve fitting on the top of the vessel and to the air compressor on the delivery truck. The air supply line should be equipped with a manual valve and an accurate pressure gauge located between the valve and the vessel.
8. GAC REMOVAL TECHNICIAN will pressurize the filter vessel to 10 psi and should not exceed 20 PSI from the receiving tanker. When the pressure vessel reaches about 15 PSI, the GAC REMOVAL TECHNICIAN will close the air valve and open the slurry-out valve on the vessel slowly. As the pressure in the vessel begins to drop, the GAC REMOVAL TECHNICIAN will open the air valve in order to maintain a constant 12-15 PSI of pressure. This will allow the old media to flow out of the vessels and into the receiving tanker.
9. GAC REMOVAL TECHNICIAN will ensure the GAC slurry is thoroughly saturated with water and will add clean water, as necessary, to the vessel to complete the transfer.
10. GAC REMOVAL TECHNICIAN will install decant hoses onto the tanker to drain excess water prior to transport.
11. When the slurry process is complete, the GAC REMOVAL TECHNICIAN will relieve the pressure from the vessel and open the side or top manway to verify media removal. The GAC removal company operator may use a fire hose with clean water to wash remaining GAC media off the vessel interior walls as needed to achieve complete media removal. An acceptable clean water source for washing vessels is a nearby fire hydrant.
12. The RCSD OPERATOR will inspect the interior of the vessel to verify complete media removal. Complete media removal is important to prevent contamination of the new media.
13. While the vessel is empty, the RCSD OPERATOR will visually inspect inside piping, laterals, and vessels for corrosion or damage prior to installation of new GAC.

Installation of GAC Material by Slurry Method: Preformed by GAC DELIVERY TECHNICIAN

Evoqua CarbonAir tank SOP should be referenced and take priority if uncertainty arises during any procedure involving GAC changeout. Evoqua CarbonAir tank changeout SOP and O&M manual should be referenced and take priority if uncertainty arises during any procedure involving GAC changeout. GAC media delivery company may

have different operating procedures specific to their delivery truck. It is recommended for the RCSD OPERATOR to record the following information: time of soaking, time of load, time to start backwash, and time at each flow rate in backwash.

1. RCSD OPERATOR will close the vessel effluent valve and the slurry-out valve of the vessel. If the Filter Vessel Manway has been opened, close, seal and verify pressure prior to continuing.
2. **RCSD OPERATOR will verify integrity of the hot, food grade wash seals on the delivery truck and then remove them prior to loading virgin GAC material. The GAC delivery company operator will then open the virgin media chambers and the RCSD OPERATOR will visually inspect the GAC media.**
3. If GAC media removal has just occurred, RCSD OPERATOR will verify that the filter vessels are depressurized and clean. Operator will remove the connected hose from the slurry-out line and connect a new 4-inch suction hose to the slurry-in line (Figure 6). Open the air vent to allow air to escape from the vessel during the slurry procedure.
4. GAC DELIVERY TECHNICIAN shall start transferring water into the tanker cells that are holding the new GAC. This is to help wet the GAC and facilitate transfer into filter vessels. An acceptable clean water source for wetting the new GAC is the fire hydrant nearest to the vessel.



Figure 6 – Well 2 slurry-in line

5. GAC DELIVERY TECHNICIAN will use the transport truck air compressor to pressurize the transport tank to 15 PSI to allow flow of a slurry mixture from the tank and into the Filter vessel.
6. GAC DELIVERY TECHNICIAN will open the slurry-in valve.
7. GAC DELIVERY TECHNICIAN will use the above site glass to watch and check slurry delivery.
8. When all of the GAC is delivered and the transport tank is depressurized, **RCSD OPERATOR shall inspect tank on the transport truck to verify all new GAC media has been delivered. It is recommended for RCSD OPERATOR to inspect the GAC vessel for media levels at this point and make note.**
9. When verified, GAC DELIVERY TECHNICIAN can remove and return all hoses to hose holding chambers.

Backwash of GAC Material: Preformed by RCSD OPERATOR

Backwash is performed to eliminate carbon fines, remove entrapped air, and stratify the bed prior to start-up. Clean, sediment-free water must be pumped into the effluent line and out through the influent line at the specified flow rate. Sediment free water must be used to prevent clogging of the internal laterals.

1. If the GAC was not soaked in the delivery truck for at least 4 hours prior to filling the vessels, the RCSD OPERATOR will let the GAC soak in the filter vessel for at least 24 hours prior to backwash. This step prevents air bubbles from forming around carbon particles and in the void spaces which can cause poor flow distribution. It also improves bed stratification by ensuring particle density is uniform.
2. After soaking, backwashing should be performed to stratify the bed and to remove air bubbles and carbon fines.
3. RCSD OPERATOR will connect a water line from the clean water source to the effluent line of the GAC vessel. An acceptable clean water source is the fire hydrant nearest to the vessels. It is recommended that the chlorine residual in the backwash water source be quenched with sodium bisulfite prior to use for backwashing the vessels. If quenching is not possible, sodium bisulfite is not required for chlorine reduction if the clean water source has a relatively low chlorine residual ($< 2 \text{ mg/L Cl}_2$) and the chlorinated water is not in contact with the vessel for a prolonged period of time (≤ 60 minutes is recommended).
4. RCSD OPERATOR will connect a hose to the influent line and place the hose outlet in the neighboring sedimentation pond. Position it such that it is possible to view the discharge of the backwash.
5. RCSD OPERATOR will monitor pressure differential between the effluent and influent lines by reading the respective pressure gauges. The pressure differential must not exceed 20 PSI. If the pressure differential exceeds 20 Psi at any time, the pump should be immediately shut down.
6. RCSD OPERATOR will use a manual valve and flow meter on the vessel effluent to modulate flow rate through the vessel.
7. Based on curves provided by vendor, backwash water flow rates should be slowly ramped up over 5 – 10 min to a maximum 8-12 gpm/ft² (625 - 935 gpm in a 10' diameter vessel) to achieve adequate bed expansion. Note this value may vary based on media bed expansion curves. **RCSD OPERATOR should always be able to see backwash water leaving the hose at the sedimentation pond to ensure flowrate does not cause media loss. If media loss occurs in the backwash effluent at the sedimentation pond, immediately decrease flowrate to a point where media loss does not occur.** Excessive carryout of carbon granules at low backwash rates indicates that the carbon may not have been sufficiently soaked.
8. RCSD OPERATOR will take periodic grab samples every few minutes to observe level of carbon fines leaving in the effluent during backwash.
9. Backwashing will be continued until the water is clear. This should take about 30 – 45 minutes.
10. RCSD OPERATOR will slowly ramp down the water flow rate over 5 - 10 minutes in order to preserve bed stratification.
11. It is recommended for the RCSD OPERATOR to look through the top of the vessel after backwash to ensure there was no significant loss of media. The media level should be well above the 25% sample port, such that the 25% sample port is not visible from the top or side of the vessel.

16. CLOSED EXECUTIVE SESSION – PURSUANT TO GOVERNMENT

CODE 54956.8: REAL PROPERTY NEGOTIATIONS

PROPERTY: 5473 MISSION BLVD, JURUPA VALLEY, CA

AGENCY NEGOTIATOR: JEFF SIMS, GENERAL MANAGER

UNDER NEGOTIATION: PURCHASE CONTRACT TERMS, FINANCING

17. DIRECTORS COMMENTS - NON-ACTION

18. ADJOURNMENT