

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, March 3, 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 required to wear a face covering while inside District Facilities if they are not vaccinated against COVID-19 consistent with approved Cal/OSHA emergency temporary standards on COVID-19 infection prevention. If you do not have a face covering, one will be provided upon request.

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

- Using the Zoom App or website for free at: <https://zoom.us/>
 - o Once installed ahead of the meeting, you may choose your audio source as either computer speakers/microphone or telephone.
 - o If you wish to make public comments via the Zoom platform, the Board Secretary will identify you at your time to speak.
 - o Meeting ID is **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 February 17, 2022 Regular Meeting
5. Consideration to Approve March 4, 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 Agreement To Provide Water To Rubidoux Community Services District:
DM 2022-16
10. Consider Professional Services Contract for Construction of Security Improvements to the Fire Station 38 Perimeter Fence: **DM 2022-18**
11. Conduct Public Hearing and Second Reading of Ordinance No. 2021-129; An Ordinance To Implement Requirements of SB 1383: **DM 2022-19**
12. Directors Comments - Non-action
13. Adjournment

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

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

4. APPROVAL OF:
MINUTES FOR FEBRUARY 17, 2022, REGULAR MEETING

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

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

DIRECTORS ABSENT: Armando Muniz

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

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

ITEM 4. APPROVAL OF MINUTES

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

Director Murphy moved, and Director Trueba seconded to approve the February 3, 2022, Regular Board Minutes as presented.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 1 (Muniz)

The motion was carried unanimously.

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

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

Director Skerbelis moved, and Director Trowbridge seconded to Approve the February 18, 2022, Salaries, Expenses and Transfers.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 1 (Muniz)

The motion was carried unanimously.

ITEM 6. PUBLIC ACKNOWLEDGE OF NON-AGENDA MATTERS

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

ITEM 7. CORRESPONDENCE AND RELATED INFORMATION

No correspondence included.

ITEM 8. MANAGER'S REPORT

Operations Report:

Miguel Valdez reported on the water/wastewater report for the month of January, 2022. Potable water production was an average of 2.41 mgd per day. Wastewater collected averaged 1.63 mgd. Well No. 18 produced 59%, Well No. 1 produced 6% of the water, Well No. 4 produced 5% and Well No. 6 produced 9% and Well No. 8 produced 21% of the water.

Emergency and Fire Report:

Chief Veik reported the Incidents Reported for the month of January 2022. Fire Station 38 had a total of 287 calls, quite a bit above our normal history of calls. 204 calls were medical aides. Additionally, there were 13 traffic collisions, 4.5%, 10 public service calls, 3.5%, and 3 wildland fires, 1%.

Inspector Big Joe made 25 business inspections.

Director Murphy inquired if warming fires/cooking fires are allowed, or not allowed down at the river bottom.

Chief Veik responded that it is illegal. There are two components to this- 1) It is trespassing. 2) Under the health and safety code people cannot be denied the right to cook food; however, when it's done in a hazardous setting that could impact life or property, it's illegal. It falls under 451 of the Penal Code. Any type of fire in the river bottom is a hazardous environment making it illegal.

Vacant property north of Station 38 follow-up:

Brian Laddusaw reported that in early January 2022 the County Sheriff came out and posted a “Notice of Eviction” sign at the property. Occupants on the property were given 30-days to vacate the property. It looks like it’s gotten better, based on what he saw when he was out there a week prior. He saw 2-3 RV’s and a lot of trash. The 30-day period has expired. It is unknown if the County Sheriff will be returning to see if it is vacated or what the status is on that.

Director Murphy: So, there’s not supposed to be anybody there, but we know that there is stuff there. Would it be possible for someone to go in and physically remove the stuff? Who would have the legal authority to go in and remove the stuff?

GM Sims: Responded that he had filed an online complaint on the city website after the original break-ins at the fire station. The City of Jurupa Valley followed up a few weeks later. They are trying to file notice for abatement. The person who owns the property purposely avoids being served.

Director Murphy: Inquired about the District having a weed abatement contract and that if an owner does not properly take care of a property, then someone can go on the property to then take care of it.

GM Sims: Yes

Director Murphy: There is an agency that can go in and physically remove the contents?

GM Sims: Either the City of Jurupa Valley via code enforcement, which may also include County Sherrif.

Director Murphy: He wanted to know what the timeframe is to get through the process to pay someone to go and physically remove what’s there.

Director Skerbelis: Explained that Code Enforcement will file a Notice of Violation; they will then go back and file a second notice. They will then start fining with citations. It will eventually get to a point where they will hire a contractor and the contractor will go in and abate the site. It will all stem with code enforcement.

Ted Beckwith: He met with a local structural engineer to look at the perimeter and survey Fire Station 38. The structural engineer submitted a proposal for add metal rods on the perimeter block walls. They will also be adding some lattice work in the area by the bar-b-que to seal it off. This will be on the March 3, 2022 Board Meeting agenda with the bids/proposals to increase the security around the perimeter of the property.

Director Murphy has requested in the Manager’s Report in April the total number of times fire resources had to go out to the river and be on the bridges looking for people floating down the river.

GM Sims: Informed the Board that as the Cost of Service Study is being we include an analysis to determine if the District’s fire mitigation fee needs to be adjusted to cover added fire prevention facilities.

Chief Veik: We may need to add a paramedic squad (a pickup truck with a service body), and a firefighter engineer to operate it; and a firefighter 2 paramedic to make it a paramedic squad.

GM Sims: Touched on procedures with the SB 998 requirements. Staff still needs to meet with counsel before things are put into place.

ITEM 9. Receive and File Statement of Cash Asset Schedule Report Ending December 2021. DM 2022-12.

BACKGROUND

Attached for the Board of Directors' consideration is the January 2022 Statement of Cash Asset Schedule Report for all District Fund Accounts. Our YTD interest is \$34,188.73 for District controlled accounts. With respect to District "Funds in Trust", we show \$1,498.45 which has been earned and posted. The District has a combined YTD interest earned total of \$35,687.18 as of January 31, 2022.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves), we show a balance of \$7,269,996.18 ending January 31, 2021. That's **\$848,050.79 LESS** than July 1, 2021, beginning balance of \$8,118,046.97.

Further, the District's Field/Admin Fund current fund balance is \$723,964.85.

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

Director Trowbridge moved, and Director Trueba seconded to Receive and File the Statement of Cash for the Month of January 2022 for the Rubidoux Community Services District.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 1 (Muniz)

The motion was carried unanimously.

ITEM 10. Consider New Public hearing date for Ordinance No. 2021-129. DM 2022-13.

BACKGROUND

The Board of Directors of Rubidoux Community Services District ("District") at its February 3, 2022, Board Meeting considered the First Reading of Ordinance No. 2021-129 and authorized the General Manager to prepare the Notice of Public Hearing for publishing in the Press Enterprise and District website no later than February 7, 2022. The timing of publishing the Notice by February 7, 2022, was to meet Brown Act requirements of notifying the public a minimum of 10 days in advance of the Public Hearing where the District Board would consider a

second reading and adopting Ordinance No. 2021-129. DM 2022-09, attached, shows the schedule staff proposed for Notices and the second reading.

On February 4, 2022, staff was made aware the Press Enterprise would not be able to have the Notice published in the February 7, 2022, edition as the Press Enterprise requires three business days once a Notice is received. In hindsight staff should have sent the Notice in by February 1 or 2, and had the Board not approved the first reading of Ordinance No. 2021-129, the Notice could have been stopped.

Since the requisite timing requirements cannot be met as approved on February 3, 2022, staff proposes moving the second reading of Ordinance No. 2021-129 to the March 2, 2022, Board Meeting. This will provide sufficient time to get the Notice published and meet the minimum 10-day public notice requirements. As the Board may recall Ordinance No. 2021-129, is an Ordinance of the Board of Directors of Rubidoux Community Services District Adopting Mandatory Organic Waste Disposal and Making a Determination of Exemption Under CEQA Guidelines Section 15061 (B)(3) and 156308.

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

- 1. Reschedule the Second Reading of Ordinance No. 2021-129 entitled – “An Ordinance of the Board of Directors of Rubidoux Community Services District Adopting Mandatory Organic Waste Disposal Reduction and Making a Determination of Exemption Under CEQA Guidelines Sections 15061 (B)(3) and 15308” for March 3, 2022.**
- 2. Reschedule the Public Hearing for Adoption of Ordinance No. 2021-129 at the regular Board Meeting for March 3, 2022.**
- 3. Direct staff to file the Notice of Exemption with appropriate agencies.**

Roll call:

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

Noes – 0

Abstain – 0

Absent – 1 (Muniz)

The motion was carried unanimously.

ITEM 11. Consider LAFCO Call for Nomination – Regular Special District Member - Western. DM 2022-14.

BACKGROUND

The Riverside Local Agency Formation Commission (“LAFCO”) has a seven-member commission comprised of two members representing the County of Riverside, two members representing Cities within Riverside County, two members representing Special Districts within Riverside County, two members representing Special Districts within Riverside County, and one

member representing the Public. There is one alternative for each member type. The incumbent Phil Williams four-year term expires May 2, 2022. Phil Williams is on the Board of Directors of Elsinore Valley Municipal Water District and has held the LAFCO Special District Member – Western Area since 2003.

District staff received correspondence from LAFCO indicating LAFCO’s call for nominations for LAFCO Special District Member – Western Area. Director Skerbelis has indicated to staff an interest in being considered for this LAFCO commission position.

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

1. Determine which Directors are interested in being considered by Rubidoux Community Services District (“District”)
2. Deliberate and identify which Director from the District is to be nominated
3. Authorize the Board President to sign on behalf of the District the Special District Selection Committee 2022 Nominee Form completed with the name of the District’s selected Board Member

The Nomination Form is due to LAFCO no later than March 2, 2022. If LAFCO receives more than one nominee, LAFCO will send out to each Special District a ballot to vote for one of the nominees. Based on correspondence received from Phil Williams it appears he is seeking to re-election.

The attached correspondence from LAFCO dated January 10, 2022, goes into more details regarding the process. It is recommended Board Members review this in preparation of consideration of nominating a Director at the Board’s regularly scheduled Board Meeting on February 17, 2022.

Director Trueba moved, and Director Murphy seconded the Board of Directors Nominate John Skerbelis for the LAFCO Special District Member – Western Area and authorize President Trueba to sign the Special District Selection Committee 2022 Nomination Form.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 1 (Muniz)

The motion was carried unanimously.

ITEM 12. Consider Approving Consulting Engineering Proposal to Prepare Rubidoux Community Services District 2021 Consumer Confidence Report. DM 2022-15.

BACKGROUND

Annually Rubidoux Community Services District (“District”) is required to prepare and distribute by July 1 of each year its Consumer Confidence Report (“CCR”) for the prior calendar year. This requirement is codified in California Code of Regulations Title 22, Chapter 15, Article 20 and California Health and Safety Code Section 116470.

Krieger and Stewart Engineering Consultants (“Krieger & Stewart”) for several years prepared the District’s annual CCR. They are uniquely qualified as they assist District staff with oversight of the permitting, sampling, and reporting regulatory requirements associated with the District’s water and sewer enterprises. As in prior years, Krieger & Stewart has provided a proposal to prepare the District’s 2021 CCR, attached. The not-to-exceed cost proposal is \$8,250.00.

The approved FY 2022 District Budget under the Water Fund Operating Expenses Line 27 (Regulatory Fee/State), \$26,200 is budgeted and available for this work. Typically, the District provides Krieger and Stewart a contract to do this work early each calendar year so there is plenty of time to prepare, review, and complete the CCR on or before July 1.

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

- 1. Issue Krieger & Stewart a Master Consulting Agreement and associated Task Order in the amount of not-to-exceed \$8,250.00.**
- 2. Expend up to \$8,250.00 of funds from the Water Fund Operating Expenses Line 27 (Regulatory Fee/State) in the approved FY 2022 Budget for this work.**

Roll call:

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

Noes – 0

Abstain – 0

Absent – 1 (Muniz)

ITEM 13. Consider Agreement to Provide Water to Rubidoux Community Services District. DM 2022-16.

Struck from the Agenda.

ITEM 14. Consider Additional Professional Services for Water and Wastewater Master Planning in the Emerald Ridge Area. DM 2022-17.

BACKGROUND

As the Board may recall, the Rubidoux Community Services District (“District”) contracted with Albert A. Webb Engineering (“Webb”) to provide updates to the District’s Water and Wastewater Master Plans. The Board may also recall from prior discussion there are two new housing developments currently being designed in the area known as “Emerald Ridge”, located generally in the area known as “Emerald Ridge”, located generally in the area bounded by

Avalon Street to the south, State Highway 60 (60 Freeway) to the west, the mountain to the north and 30th Street to the east. Additionally, the UPRR, Canal Street, and the Inland Empire Brine Line (“IEBL”) bisect the project in the westerly to easterly direction.

The two tracts being developed in this area are Tract 26947 owned by Highpointe Development (“Highpointe”), and Tract 37640 owned by Century Communities (“Century”). While working with these developers and their design engineers, it became apparent changes to the existing and proposed updates of the District’s Water and Wastewater (Sewer) Master Plans were inevitable to enhance operations of District owned water and sewer pipelines in this area.

The Atkinson Reservoir (“Tank”) exists north of the Highpoint Development. In the 2015 Water Master Plan as well as the Draft 2021-22 Water Master Plan there are two 24” diameter water pipelines serving this Tank in an “in-out” configuration. It became apparent to District to the west of the Highpoint Development. Instead, it is now proposed a 24” diameter pipeline be installed in proposed Street ‘A’ of Highpointe’s Tract 36947 which runs around the base of the mountain. This alternative alignment avoids installation of a replacement 24” diameter pipeline in rugged terrain within an existing District easement for the existing 10” diameter water pipeline currently serving customers in the area.

For sewer related improvements, District Staff understands the existing sewer facilities are currently in an easement just south of Avalon Street from 30th Street to the east of 60 Freeway and to not have hydraulic capacity for proposed new flows without being replaced. The current sewer facilities in the area consist of two hydraulically flat (“flat”) parallel sewer pipelines, one in an easement on property fronting 30th Street and the other in a cross-lot easement spanning 10 lots between 30th Street and the 60 Freeway. These parallel pipelines join and then cross under the 60 Freeway in another very flat sewer pipeline and continue in a south westerly direction in a flat 8” diameter pipeline in Pontiac Street. This sewer is scheduled for replacement in the 2015 Wastewater Master Plan but has not yet been replaced as it is adequate for current flows. Adding any additional flows will precipitate replacement of this sewer. The existing sewer pipelines are problematic at best under current conditions given their location within easements and lack of hydraulic capacity to convey additional flows. Adding the additional flow from nearly 400 new homes is untenable.

Pontiac Street is a very narrow street and recently re-paved by the City of Jurupa Valley. Although replacement of sewer pipeline in Pontiac Street is shown in the 2015 and First Draft of the 2021 Wastewater Master Plans, District Staff has decided to move this Master Planned Sewer Pipeline from Pontiac Street to Avalon Street. A portion of this work in Raye Street was done before Raye Street was re-paved during the same City of Jurupa Valley initiated re-paving project for Pontiac Street. The design of the sewer pipeline in Avalon Street under the 60 Freeway to Raye Street was approved by the Board under DM 2017-43, and the construction of the Raye Street portion of the sewer pipeline was approved under DM 2019-63. A continuation of these prior efforts by moving the alignment of Master Planned Sewer from Pontiac Street to Avalon Street on both sides of the 60 Freeway better fits into overall planning for current and future sewer flows in the area.

Given both these situations impact the proposed master planned water and wastewater pipelines in this area, District staff requested Webb to do some additional studies to investigate alternative alignments and designs for both water and sewer pipelines. Webb will investigate re-aligning the Master Planned 24” diameter water transmission pipeline from the easement at the Atkinson Reservoir to the new ‘A’ Street in Highpointe’s Tract 36947 and look at several different

scenarios for re-aligned Master Planned Wastewater Collection Pipelines on the northeast side of the 60 Freeway where the “Emerald Ridge” Project is proposed to be built. It should be noted mass grading operations have commenced for the Century Tract 37640.

The effort for sewer pipeline modeling and for water pipeline modeling is approximately equal and the District has received a proposal for this work from Webb in the amount of \$10,371. Staff proposes a budget amendment transferring \$5,250 from the Water Fund Reserves and adding \$5,250 to the existing FY 2021-22 Sewer Fund Budget Line Item 27 Engineering Fees: Master Plans. These transfers will be adequate to fund this additional effort.

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

- 1. Execute an agreement with Albert A. Webb Engineering for design services associated with the Waster and Wastewater Modeling for the Emerald Ridge Development for a cost of \$10,371.**
- 2. Amend the FY 2021-22 Budget by transferring \$5,250 from the Water Fund Reserves and adding \$5,250 to the existing FY 2021-22 Water Fund Budget Line Item 44 Engineering Fees: Master Plans.**
- 3. Amend the FY 2021-22 Budget by transferring \$5,250 from the Sewer Fund Reserves and adding \$5,250 to the existing FY 2021-22 Sewer Fund Budget Line Item 27 Engineering Fees: Master Plans.**

Roll call:

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

Noes – 0

Abstain – 0

Absent – 1 (Muniz)

The motion was carried unanimously.

ITEM 15. Directors Comments

Director Murphy stated that his expectation for the inflation rate that’s in the MOU will exceed the threshold for an opening on contract negotiations. He expects there will be a contract opener and that staff will bring it to the board. He does not see the need to have it added as an emergency to the agenda. It can be put on the agenda in regular order. He requested information he will need prior to making a decision on it. In addition, he would like copies of the chart on the last page of the last three MOU’s. He would like this information prior to this appearing on the agenda.

Director Trueba adjourned the meeting at 4:52 PM.

5. CONSIDERATION TO:

APPROVE MARCH 4, 2022, SALARIES, EXPENSES AND TRANSFERS

RUBIDOUX COMMUNITY SERVICES DISTRICT
MARCH 3, 2022 (BOARD MEETING)
FUND TRANSFER AUTHORIZATION

NET PAYROLL 3/4/22	71,000.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 3/7/22	29,000.00
WIRE TRANSFER: STATE PAYROLL TAXES 3/7/22	6,000.00
WIRE TRANSFER: TO CREDIT UNION	2,500.00
WIRE TRANSFER: PERS RETIREMENT	19,155.00
WIRE TRANSFER: PERS HEALTH PREMIUMS	37,647.00
WIRE TRANSFER: PERS RETIRED HEALTH PREMIUMS AND FEES	1,483.00
WIRE TRANSFER: SECTION 125	127.00
WIRE TRANSFER: SECTION 457 AND 401(A)	3,630.00

CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:

3/4/2022 WATER FUND TO GENERAL FUND-Payables	47,811.33
WATER FUND TO GENERAL FUND-Trash	171,711.43
WATER FUND TO SEWER FUND	129,797.82
 SEWER FUND TO GENERAL FUND-Payables	 11,058.13

INTERFUND TRANSFERS:

3/4/2022 SEWER FUND CHECKING TO LAIF SEWER OP	119,000.00
SEWER FUND CHECKING TO LAIF SEWER ML	-
GENERAL FUND CHECKING TO LAIF FIRE MITIGATION	-
GENERAL FUND PROP TAX TO GENERAL FUND CHECKING	65,000.00
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	105,000.00
WATER FUND CHECKING TO LAIF-COP PAYBACK	32,600.00
WATER FUND CHECKING TO LAIF-W.R.	4,400.00
WATER FUND CHECKING TO GENERAL FUND CHECKING	-
LAIF WATER ML TO LAIF WATER REPLACEMENT	-
WATER FUND CHECKING TO LAIF WATER RESERVE	-
WATER FUND CHECKING TO LAIF WATER OP	162,000.00
WATER FUND CHECKING TO LAIF WATER ML	-

NOTES PAYABLE

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

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

2/24/2022 1:50:30 PM

Page 1

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Inv Date	Immediate GL Account	Immediate	Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
1	AIRGAS / AIRGAS USA, LLC ✓	1/31/2022 ✓	N	N		3/2/2022 ✓	1/31/2022	9986224776 ✓
	CO2 TNK RNTL							\$0.00
3/3/2022 ✓					N			\$199.86 ✓
2	AQUA METRIC SALES / AQUA METRIC SALES CO ✓	2/14/2022 ✓	N	N		3/16/2022 ✓	2/14/2022	INV0086806 ✓
	REGULATORS							\$0.00
3/3/2022 ✓					N			\$2,280.25 ✓
3	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/9/2022 ✓	N	N		3/11/2022 ✓	2/9/2022	CB20889-0267 ✓
	WTR ANALYSES							\$0.00
3/3/2022 ✓					N			\$75.00 ✓
4	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/9/2022 ✓	N	N		3/11/2022 ✓	2/9/2022	CB20896-0267 ✓
	WTR ANALYSES							\$0.00
3/3/2022 ✓					N			\$900.00 ✓
5	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/9/2022 ✓	N	N		3/11/2022 ✓	2/9/2022	CB20899-0267 ✓
	WTR ANALYSES							\$0.00
3/3/2022 ✓					N			\$1,050.00 ✓
6	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/11/2022 ✓	N	N		3/13/2022 ✓	2/11/2022	CB21078-0267 ✓
	WTR ANALYSES							\$0.00
3/3/2022 ✓					N			\$150.00 ✓
7	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/11/2022 ✓	N	N		3/13/2022 ✓	2/11/2022	CB21087-0267 ✓
	WTR ANALYSES							\$0.00
3/3/2022 ✓					N			\$75.00 ✓
8	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/11/2022 ✓	N	N		3/13/2022 ✓	2/11/2022	CB21088-0267 ✓
	WTR ANALYSES							\$0.00
3/3/2022 ✓					N			\$60.00 ✓
9	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/14/2022 ✓	N	N		3/16/2022 ✓	2/14/2022	CB21163-0267 ✓
	WTR ANALYSES							\$0.00
3/3/2022 ✓					N			\$75.00 ✓
10	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/14/2022 ✓	N	N		3/16/2022 ✓	2/14/2022	CB21166-0267 ✓
	WTR ANALYSES							\$0.00
3/3/2022 ✓					N			\$30.00 ✓
11	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/14/2022 ✓	N	N		3/16/2022 ✓	2/14/2022	CB21167-0267 ✓
	WTR ANALYSES							\$0.00
3/3/2022 ✓					N			\$15.00 ✓
12	BURRTEC / BURRTEC WASTE INDUSTRIES, INC. ✓	1/31/2022 ✓	N	N		3/2/2022 ✓	1/31/2022	N0819480653 ✓
	SWR DISPOSAL							\$0.00
3/3/2022 ✓					N			\$452.18 ✓
13	EAGLE / EAGLE ROAD SVC & TIRE ✓	2/14/2022 ✓	N	N		3/16/2022 ✓	2/14/2022	1-186833 ✓
	R&M TRK							\$0.00
3/3/2022 ✓					N			\$35.35 ✓
14	FERGUSON / FERGUSON WTR WRKS #1083 ✓	2/8/2022 ✓	N	N		3/10/2022 ✓	2/8/2022	0788912-1 ✓
	TOOL							\$0.00
3/3/2022 ✓					N			\$108.70 ✓
15	FERGUSON / FERGUSON WTR WRKS #1083 ✓	2/8/2022 ✓	N	N		3/10/2022 ✓	2/8/2022	0789109 ✓
	SUPPLIES							\$0.00
3/3/2022 ✓					N			\$627.06 ✓
16	FERGUSON / FERGUSON WTR WRKS #1083 ✓	2/9/2022 ✓	N	N		3/11/2022 ✓	2/9/2022	0789560 ✓
	HYDRNT MTR							\$0.00
3/3/2022 ✓					N			\$1,400.70 ✓
17	FERGUSON / FERGUSON WTR WRKS #1083 ✓	2/9/2022 ✓	N	N		3/11/2022 ✓	2/9/2022	0789570 ✓
	PARTS							\$0.00
3/3/2022 ✓					N			\$142.77 ✓

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

2/24/2022 1:50:30 PM

Page 2

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate	GL Account		Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
18	FERGUSON / FERGUSON WTR WRKS #1083 ✓							0789588 ✓
PARTS		2/9/2022 ✓	N	N			3/11/2022 ✓ 2/9/2022	\$0.00
3/3/2022 ✓					N			\$173.51 ✓
19	FERGUSON / FERGUSON WTR WRKS #1083 ✓							0789560-1 ✓
HYDRNT MTR		2/15/2022 ✓	N	N			3/17/2022 ✓ 2/15/2022	\$0.00
3/3/2022 ✓					N			\$1,400.70 ✓
20	GENESIS PRINTERS / GENESIS PRINTERS ✓							11842 ✓
998 PLCY PRNT/FLD		2/14/2022 ✓	N	N			3/16/2022 ✓ 2/14/2022	\$0.00
3/3/2022 ✓					N			\$320.81 ✓
21	INFOSEND / INFOSEND, INC ✓							206624.A ✓
JAN PRNT BILL		1/31/2022 ✓	N	N			3/2/2022 ✓ 1/31/2022	\$0.00
3/3/2022 ✓					N			\$1,418.95 ✓
22	INFOSEND / INFOSEND, INC ✓							206624.B ✓
JAN POSTAGE		1/31/2022 ✓	N	N			3/2/2022 ✓ 1/31/2022	\$0.00
3/3/2022 ✓					N			\$2,552.95 ✓
23	INFOSEND / INFOSEND, INC ✓							207459 ✓
1383 INSRTS		2/11/2022 ✓	N	N			3/13/2022 ✓ 2/11/2022	\$0.00
3/3/2022 ✓					N			\$485.23 ✓
24	INFOSEND / INFOSEND, INC ✓							207460 ✓
FNL NOTICE PRGRMG		2/11/2022 ✓	N	N			3/13/2022 ✓ 2/11/2022	\$0.00
3/3/2022 ✓					N			\$260.00 ✓
25	J THAYER / J THAYER COMPANY, INC ✓							1575216-0 ✓
SUPPLIES		2/9/2022 ✓	N	N			3/11/2022 ✓ 2/9/2022	\$0.00
3/3/2022 ✓					N			\$322.69 ✓
26	INLAND DESERT SECURITY / INLAND DESERT SECUI ✓							220200636101 ✓
CALL FWD		2/15/2022 ✓	N	N			3/17/2022 ✓ 2/15/2022	\$0.00
3/3/2022 ✓					N			\$20.00 ✓
27	SALAS / SALAS, MARCOS ✓							20220215.A ✓
TRTMT CERT RNWL		2/15/2022 ✓	N	N			3/17/2022 ✓ 2/15/2022	\$0.00
3/3/2022 ✓					N			\$160.00 ✓
28	SALAS / SALAS, MARCOS ✓							20220215.B ✓
EDU - T2		2/15/2022 ✓	N	N			3/17/2022 ✓ 2/15/2022	\$0.00
3/3/2022 ✓					N			\$100.00 ✓
29	SALAS / SALAS, MARCOS ✓							20220215.C ✓
COVID TST		2/15/2022 ✓	N	N			3/17/2022 ✓ 2/15/2022	\$0.00
3/3/2022 ✓					N			\$129.00 ✓
30	SO CAL NEWS / SO CAL NEWS GRP DBA: PRESS-ENT ✓							0000535092 ✓
PUB NOTICE NON CMPL		1/31/2022 ✓	N	N			3/2/2022 ✓ 1/31/2022	\$0.00
3/3/2022 ✓					N			\$156.80 ✓
31	UPS / UNITED PARCEL SERVICE ✓							0000F908W2052 ✓
POSTAGE		1/29/2022 ✓	N	N			2/28/2022 ✓ 1/29/2022	\$0.00
3/3/2022 ✓					N			\$13.44 ✓
32	AIRESPRING / AIRESPRING ✓							158005958 ✓
PHN CHGS		2/16/2022 ✓	N	N			3/12/2022 ✓ 2/16/2022	\$0.00
3/3/2022 ✓					N			\$507.65 ✓
33	AQUA METRIC SALES / AQUA METRIC SALES CO ✓							INV0086912 ✓
CABLES		2/17/2022 ✓	N	N			3/19/2022 ✓ 2/17/2022	\$0.00
3/3/2022 ✓					N			\$527.11 ✓
34	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓							CB21420-0267 ✓
WTR ANALYSES		2/16/2022 ✓	N	N			3/18/2022 ✓ 2/16/2022	\$0.00
3/3/2022 ✓					N			\$108.00 ✓

\$3,971.90

\$384.00

AP Enter Bills Edit Report

Rubidoux Community Services District (RCSACT)
Batch: AAAAPK

2/24/2022 1:50:30 PM

Page 3

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Check #	Due Date	Discount Date	Invoice #
PO Number		Immediate GL Account			Check #				Discount
GL Date					Credit Card	CC Reference #		Payment Date	Total Invoice
35	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	2/17/2022	N	N			3/19/2022	2/17/2022	CB21457-0267
WTR ANALYSES									\$0.00
3/3/2022				N					\$36.00
36	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	2/17/2022	N	N			3/19/2022	2/17/2022	CB21503-0267
WTR ANALYSES									\$0.00
3/3/2022				N					\$129.00
37	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	2/17/2022	N	N			3/19/2022	2/17/2022	CB21513-0267
WTR ANALYSES									\$0.00
3/3/2022				N					\$191.58
38	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	2/17/2022	N	N			3/19/2022	2/17/2022	CB21526-0267
WTR ANALYSES									\$0.00
3/3/2022				N					\$300.00
39	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	2/17/2022	N	N			3/19/2022	2/17/2022	CB21536-0267
WTR ANALYSES									\$0.00
3/3/2022				N					\$198.46
40	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	2/17/2022	N	N			3/19/2022	2/17/2022	CB21546-0267
WTR ANALYSES									\$0.00
3/3/2022				N					\$758.00
41	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	2/17/2022	N	N			3/19/2022	2/17/2022	CB21547-0267
WTR ANALYSES									\$0.00
3/3/2022				N					\$110.00
42	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	2/18/2022	N	N			3/20/2022	2/18/2022	CB21558-0267
WTR ANALYSES									\$0.00
3/3/2022				N					\$90.00
43	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	2/18/2022	N	N			3/20/2022	2/18/2022	CB21559-0267
WTR ANALYSES									\$0.00
3/3/2022				N					\$150.00
44	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	2/18/2022	N	N			3/20/2022	2/18/2022	CB21595-0267
WTR ANALYSES									\$0.00
3/3/2022				N					\$3,850.00
45	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	2/18/2022	N	N			3/20/2022	2/18/2022	CB21651-0267
WTR ANALYSES									\$0.00
3/3/2022				N					\$36.00
46	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	2/18/2022	N	N			3/20/2022	2/18/2022	CB21664-0267
WTR ANALYSES									\$0.00
3/3/2022				N					\$75.00
47	BLAIS / BLAIS & ASSOCIATES, LLC	2/15/2022	N	N			3/17/2022	2/15/2022	BA INVOICE_2376_2022
GRNT CNSLT									\$0.00
3/3/2022				N					\$460.00
48	BUGBEE LELAND / BUGBEE, LELAND S II	2/22/2022	N	N			3/24/2022	2/22/2022	20220222
TRTMT EXAM									\$0.00
3/3/2022				N					\$130.00
49	CANAL FAUSTO / CANAL, FAUSTO	2/17/2022	N	N			3/19/2022	2/17/2022	20220217
COVID TEST									\$0.00
3/3/2022				N					\$129.00
50	CORONA ELEC / CORONA ELECTRIC MOTORS	1/17/2022	N	N			2/16/2022	1/17/2022	6601
PMP MOTOR									\$0.00
3/3/2022				N					\$531.89
51	CROWN ACE HARDWARE / CROWN ACE HARDWARE	2/16/2022	N	N			3/18/2022	2/16/2022	084768
TOOLS									\$0.00
3/3/2022				N					\$81.85

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

2/24/2022 1:50:30 PM

Page 4

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Check #	Due Date	Discount Date	Invoice #
PO Number		Inv Date	Immediate GL Account		Check #				Discount
GL Date		Immediate GL Account			Credit Card	CC Reference #		Payment Date	Total Invoice
52	CROWN ACE HARDWARE / CROWN ACE HARDWARE ✓	2/16/2022 ✓	N	N			3/18/2022 ✓	2/16/2022	084770 ✓
SUPPLIES									\$0.00
3/3/2022 ✓					N				\$22.28 ✓
53	CROWN ACE HARDWARE / CROWN ACE HARDWARE ✓	2/22/2022 ✓	N	N			3/24/2022 ✓	2/22/2022	084806 ✓
CROWN									\$0.00
3/3/2022 ✓					N				\$37.69 ✓
54	EAGLE / EAGLE ROAD SVC & TIRE ✓	2/16/2022 ✓	N	N			3/18/2022 ✓	2/16/2022	1-186926 ✓
R&M TRK									\$0.00
3/3/2022 ✓					N				\$571.33 ✓
55	GRAINGER / GRAINGER ✓	2/8/2022 ✓	N	N			3/10/2022 ✓	2/8/2022	9206082316 ✓
SUPPLIES									\$0.00
3/3/2022 ✓					N				\$38.25 ✓
56	GRAINGER / GRAINGER ✓	2/10/2022 ✓	N	N			3/12/2022 ✓	2/10/2022	9209413211 ✓
UNIFORMS									\$0.00
3/3/2022 ✓					N				\$81.39 ✓
57	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓	2/15/2022 ✓	N	N			3/17/2022 ✓	2/15/2022	012L6355 ✓
PARTS/SUPPLIES									\$0.00
3/3/2022 ✓					N				\$27.93 ✓
58	HOME DEPOT / HOME DEPOT CREDIT SERVICES ✓	2/18/2022 ✓	N	N			3/20/2022 ✓	2/18/2022	018643/8360166 ✓
SUPPLIES/TOOLS									\$0.00
3/3/2022 ✓					N				\$169.88 ✓
59	HOUSTON HARRIS / HOUSTON & HARRIS PCS, INC. ✓	2/17/2022 ✓	N	N			3/19/2022 ✓	2/17/2022	22-24319 ✓
HYDRO-WSH									\$0.00
3/3/2022 ✓					N				\$5,300.25 ✓
60	J THAYER / J THAYER COMPANY, INC ✓	2/16/2022 ✓	N	N			3/18/2022 ✓	2/16/2022	1576549-0 ✓
SUPPLIES									\$0.00
3/3/2022 ✓					N				\$193.67 ✓
61	KH METALS / KH METALS & SUPPLY ✓	2/17/2022 ✓	N	N			3/19/2022 ✓	2/17/2022	0593110-IN ✓
FSTNRS									\$0.00
3/3/2022 ✓					N				\$23.97 ✓
62	LSJ PAINTING / LSJ PAINTING CO ✓	12/21/2021 ✓	N	N			1/20/2022 ✓	12/21/2021	29 ✓
BAY DOOR PAINT									\$0.00
3/3/2022 ✓					N				\$2,640.00 ✓
63	MARTINEZ / MARTINEZ, EDUARDO ✓	2/22/2022 ✓	N	N			3/24/2022 ✓	2/22/2022	20220115 ✓
DOT RNWL									\$0.00
3/3/2022 ✓					N				\$115.00 ✓
64	MCCROMETER / MCCROMETER INC. ✓	2/16/2022 ✓	N	N			3/18/2022 ✓	2/16/2022	559918 RI ✓
MTR RPR									\$0.00
3/3/2022 ✓					N				\$2,248.95 ✓
65	MERIT OIL / MERIT OIL COMPANY ✓	2/14/2022 ✓	N	N			3/1/2022 ✓	2/14/2022	695549 ✓
GASOLINE									\$0.00
3/3/2022 ✓					N				\$3,010.42 ✓
66	SCE / SCE ✓	2/16/2022 ✓	N	N			3/8/2022 ✓	2/16/2022	21M700609292713 ✓
WTR PMP ENRGY									\$0.00
3/3/2022 ✓					N				\$150.50 ✓
67	SCE / SCE ✓	2/16/2022 ✓	N	N			3/8/2022 ✓	2/16/2022	22M700044576190 ✓
SWR PMP ENRGY									\$0.00
3/3/2022 ✓					N				\$1,038.02 ✓
68	SCE / SCE ✓	2/16/2022 ✓	N	N			3/8/2022 ✓	2/16/2022	22M700158802582 ✓
WTR PMP ENRGY									\$0.00
3/3/2022 ✓					N				\$15,478.41 ✓

AP Enter Bills Edit Report

Rubidoux Community Services District (RCSACT)
Batch: AAAAPK

2/24/2022 1:50:30 PM

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate GL Account			Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
69	SECURITY PAVING / SECURITY PAVING CO INC ✓	2/15/2022 ✓	N	N				80818 ✓
	HAULING					3/17/2022 ✓	2/15/2022	\$0.00
3/3/2022 ✓					N			\$30.29 ✓
70	SOCAL TRUCK / SOCAL TRUCKWORKS ✓	2/18/2022 ✓	N	N				11534 ✓
	R&M JEEP					3/20/2022 ✓	2/18/2022	\$0.00
3/3/2022 ✓					N			\$78.51 ✓
71	THOMAS / THOMAS, COLETTE ✓	2/22/2022 ✓	N	N				13501040-3 ✓
	RFND OVRPYMT					3/24/2022 ✓	2/22/2022	\$0.00
3/3/2022 ✓					N			\$106.23 ✓
72	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/22/2022 ✓	N	N				CB21697-0267 ✓
	WTR ANALYSES					3/24/2022 ✓	2/22/2022	\$0.00
3/3/2022 ✓					N			\$2,400.00 ✓
73	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/22/2022 ✓	N	N				CB21741-0267 ✓
	WTR ANALYSES					3/24/2022 ✓	2/22/2022	\$0.00
3/3/2022 ✓					N			\$30.00 ✓
74	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/22/2022 ✓	N	N				CB21742-0267 ✓
	WTR ANALYSES					3/24/2022 ✓	2/22/2022	\$0.00
3/3/2022 ✓					N			\$60.00 ✓
75	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/22/2022 ✓	N	N				CB21791-0267 ✓
	WTR ANALYSES					3/24/2022 ✓	2/22/2022	\$0.00
3/3/2022 ✓					N			\$110.00 ✓
76	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/22/2022 ✓	N	N				CB21808-0267 ✓
	WTR ANALYSES					3/24/2022 ✓	2/22/2022	\$0.00
3/3/2022 ✓					N			\$2,050.00 ✓
77	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/23/2022 ✓	N	N				CB21913-0267 ✓
	WTR ANALYSES					3/25/2022 ✓	2/23/2022	\$0.00
3/3/2022 ✓					N			\$36.00 ✓
78	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/23/2022 ✓	N	N				CB21914-0267 ✓
	WTR ANALYSES					3/25/2022 ✓	2/23/2022	\$0.00
3/3/2022 ✓					N			\$450.00 ✓
79	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN ✓	2/23/2022 ✓	N	N				CB21915-0267 ✓
	WTR ANALYSES					3/25/2022 ✓	2/23/2022	\$0.00
3/3/2022 ✓					N			\$375.00 ✓
80	CHASE CARD SERVICES / CHASE CARD SERVICES ✓	2/17/2022 ✓	N	N				22M77049795.A ✓
	SUPPLIES					3/11/2022	2/17/2022	\$0.00
3/3/2022 ✓					N			\$14.28 ✓
81	CHASE CARD SERVICES / CHASE CARD SERVICES ✓	2/17/2022 ✓	N	N				22M77049795.B ✓
	SUPPLIES					3/11/2022	2/17/2022	\$0.00
3/3/2022 ✓					N			\$76.86 ✓
82	CHASE CARD SERVICES / CHASE CARD SERVICES ✓	2/17/2022 ✓	N	N				22M77049795.C ✓
	COVID SUPPLIES					3/11/2022	2/17/2022	\$0.00
3/3/2022 ✓					N			\$142.16 ✓
83	CHASE CARD SERVICES / CHASE CARD SERVICES ✓	2/17/2022 ✓	N	N				22M77049795.D ✓
	MGR LNCH/AMZN					3/11/2022	2/17/2022	\$0.00
3/3/2022 ✓					N			\$173.01 ✓
84	CHASE CARD SERVICES / CHASE CARD SERVICES ✓	2/17/2022 ✓	N	N				22M77049795.E ✓
	E-FILE					3/11/2022	2/17/2022	\$0.00
3/3/2022 ✓					N			\$99.60 ✓
85	CHASE CARD SERVICES / CHASE CARD SERVICES ✓	2/17/2022 ✓	N	N				22M77049795.F ✓
	BOOTS - MATHESON					3/11/2022	2/17/2022	\$0.00
3/3/2022 ✓					N			\$175.00 ✓

4,1878.58



AP Enter Bills Edit Report

Rubidoux Community Services District (RCSACT)
Batch: AAAAPK

2/24/2022 1:50:30 PM

Page 6

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
86	CHASE CARD SERVICES / CHASE CARD SERVICES ✓							22M77049795.G ✓
	LOG BOOKS RTN	2/17/2022 ✓	N	N			3/11/2022 ✓ 2/17/2022	\$0.00
3/3/2022 ✓				N				(\$714.90) ✓
87	CHASE CARD SERVICES / CHASE CARD SERVICES ✓							22M77049795.H ✓
	STN 38 EQUIP	2/17/2022 ✓	N	N			3/11/2022 ✓ 2/17/2022	\$0.00
3/3/2022 ✓				N				\$1,912.57 ✓
88	CROWN ACE HARDWARE / CROWN ACE HARDWARE ✓							084816 ✓
	SUPPLIES	2/23/2022 ✓	N	N			3/25/2022 ✓ 2/23/2022	\$0.00
3/3/2022 ✓				N				\$21.54 ✓
89	DURNEY DON / DURNEY, DON ✓							20220223 ✓
	WEED ABTE/GRNDNG	2/23/2022 ✓	N	N			3/25/2022 ✓ 2/23/2022	\$0.00
3/3/2022 ✓				N				\$1,292.50 ✓
90	FERGUSON / FERGUSON WTR WRKS #1083 ✓							0789588-1 ✓
	PARTS	2/16/2022 ✓	N	N			3/18/2022 ✓ 2/16/2022	\$0.00
3/3/2022 ✓				N				\$166.81 ✓
91	HACH CO. / HACH COMPANY ✓							12897572 ✓
	REAGENT CHLRN	2/21/2022 ✓	N	N			3/23/2022 ✓ 2/21/2022	\$0.00
3/3/2022 ✓				N				\$674.43 ✓
92	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI ✓							012L6520 ✓
	PVC PARTS	2/23/2022 ✓	N	N			3/25/2022 ✓ 2/23/2022	\$0.00
3/3/2022 ✓				N				\$31.49 ✓
93	MCMASTER-CARR / MCMASTER-CARR SUPPLY CO ✓							73174734 ✓
	GAUGES	2/17/2022 ✓	N	N			3/19/2022 ✓ 2/17/2022	\$0.00
3/3/2022 ✓				N				\$895.22 ✓
94	MORENO, PAUL / MORENO, PAUL ✓							20220223 ✓
	DOT PHYSCL	2/23/2022 ✓	N	N			3/25/2022 ✓ 2/23/2022	\$0.00
3/3/2022 ✓				N				\$171.00 ✓
95	SCE / SCE ✓							22M700456862263 ✓
	WTR PMP ENRGY	2/23/2022 ✓	N	N			3/15/2022 ✓ 2/23/2022	\$0.00
3/3/2022 ✓				N				\$390.68 ✓
96	SCE / SCE ✓							22M700179651118 ✓
	SWR PMP ENRGY	2/17/2022 ✓	N	N			2/19/2022 2/17/2022	\$0.00
3/3/2022 ✓				N				\$357.11 ✓
97	SCE / SCE ✓							22M700136714571 ✓
	SWR PMP ENRGY	2/17/2022 ✓	N	N			3/9/2022 ✓ 2/17/2022	\$0.00
3/3/2022 ✓				N				\$2,898.55 ✓
98	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓							0210_022322.A ✓
	COMM TRSH 2/10-2/23	2/24/2022 ✓	N	N			3/26/2022 ✓ 2/24/2022	\$0.00
3/3/2022 ✓				N				\$47,838.84 ✓
99	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓							0210_022322.B ✓
	RES TRSH 2/10-2/23	2/24/2022 ✓	N	N			3/26/2022 ✓ 2/24/2022	\$0.00
3/3/2022 ✓				N				\$123,872.59 ✓
100	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓							0210_022322.C ✓
	RCSD SHR COMM	2/24/2022 ✓	N	N			3/26/2022 ✓ 2/24/2022	\$0.00
3/3/2022 ✓				N				(\$4,783.88) ✓
101	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓							0210_022322.D ✓
	RCSD SHR RES	2/24/2022 ✓	N	N			3/26/2022 ✓ 2/24/2022	\$0.00
3/3/2022 ✓				N				(\$990.36) ✓
102	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC ✓							0210_022322.E ✓
	BILLING FEE	2/24/2022 ✓	N	N			3/26/2022 ✓ 2/24/2022	\$0.00
3/3/2022 ✓				N				(\$3,000.00) ✓

\$162,932.19

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

2/24/2022 1:50:30 PM

Page 7

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate GL Account	Immediate GL Account		Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
103	YO FIRE / YO FIRE ✓							2014721 ✓
MTR VALVE		2/24/2022 ✓	N	N		3/26/2022 ✓	2/24/2022	\$0.00
3/3/2022 ✓					N			\$394.82 ✓
104	YO FIRE / YO FIRE ✓							2015012 ✓
PARTS		2/24/2022 ✓	N	N		3/26/2022	2/24/2022	\$0.00
3/3/2022 ✓					N			\$313.25 ✓

Grand Totals

Total Direct Expense: \$242,376.77
 Total Direct Expense Adj: (\$9,489.14) ①
 Total Non-Electronic Transactions: \$232,887.63 ②

Report Summary

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

① 9,489.14
 8,774.24 Tri-Co
 714.90 Chase

 \$ 9,489.14

 0.00

② 232,887.63
 233,157.63 per Xfer sch

 270.00
 270.00 PR 2/17/22

 0.00

MS
 2-28-22

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

California to end school mask mandate March 12, as will Oregon and Washington

By **ASSOCIATED PRESS** |

PUBLISHED: February 28, 2022 at 11:14 a.m. | UPDATED: February 28, 2022 at 11:18 a.m.

Schoolchildren in California, Oregon and Washington will no longer be required to wear masks as part of new indoor mask policies the Democratic governors of all three states announced jointly on Monday.

“With declining case rates and hospitalizations across the West, California, Oregon and Washington are moving together to update their masking guidance,” the governors said in a statement.

The new guidance will make face coverings a recommendation rather than a requirement at most indoor places in California starting Tuesday and at schools on March 12, regardless of vaccination status. In Washington and Oregon, all the requirements will lift on March 12.

Federal mask requirements will still apply in high-risk indoor settings such as public transportation, airports and taxis. Rules for other high-risk indoor settings could also vary by state.

The milestone, two years in the making, comes as much of the country relaxes public health orders, including school mask mandates, in an effort to restore



“Two years ago today, we identified Oregon’s first case of COVID-19,” Oregon Gov. Kate Brown said in the statement. “On the West Coast our communities and economies are linked. Together, as we continue to recover from the Omicron surge, we will build resiliency and prepare for the next variant and the next pandemic.”

Earlier this month, California became the first state to formally shift to an endemic approach to the coronavirus with Gov. Gavin Newsom’s announcement of a plan that emphasizes prevention and quick reaction to outbreaks over mandated masking and business shutdowns.

Newsom has come under growing pressure from Republicans and other critics to ease the school mandate, which has increasingly become a polarizing issue among parents in California.

While many parents still support wearing masks in schools, others have questioned why it’s necessary when they no longer are required to do so in supermarkets and elsewhere. On Feb. 15 California ended an indoor mask requirement for vaccinated people, but at that time left the rule in place for the unvaccinated and for schoolchildren.

Starting Tuesday in California, masks will no longer be required but “strongly recommended” for unvaccinated individuals in most indoor settings. The same shift will apply to K-12 schools and childcare facilities starting March 12, the statement said.

A handful of California school districts have already dropped mask mandates for students in recent weeks in open defiance of the state mandate.

The West Coast announcements come after the Centers for Disease Control and Prevention eased the federal mask guidance Friday, essentially saying the majority of Americans don’t need to wear masks in many indoor public places, including schools.

The new CDC guidance bases recommendations for restrictions such as masking on a new set of measures, with less focus on positive test results and more on what’s happening at hospitals. Under the new system, the CDC said that more than 70% of Americans live in places where the coronavirus poses a low or medium threat to hospitals and therefore can stop wearing masks in most indoor places.



The CDC had endorsed universal masking in schools regardless of virus levels in the community since July, but it now recommends masks in schools only in counties at high risk.

Washington Gov. Jay Inslee said health officials will announce new guidance for schools next week to give them time to prepare.

“Many businesses and families will continue choosing to wear masks,” he said. “As we transition to this next phase, we will continue to move forward together carefully and cautiously.”

[Newsroom Guidelines](#)

[News Tips](#)

[Contact Us](#)

[Report an Error](#)

 **The Trust Project**

Tags: [Coronavirus](#), [Top Stories Breeze](#), [Top Stories IVDB](#), [Top Stories LADN](#), [Top Stories LBPT](#), [Top Stories OCR](#), [Top Stories PE](#), [Top Stories PSN](#), [Top Stories RDF](#), [Top Stories SGVT](#), [Top Stories Sun](#), [Top Stories WDN](#)



Associated Press

The Associated Press is an independent, not-for-profit news cooperative, serving member newspapers and broadcasters in the U.S., and other customers around the world. The Southern California News Group is one of them. AP journalists in more than 100 countries tell the world’s stories, from breaking news to investigative reporting to visual storytelling. Since 1846, AP has been covering the world’s biggest news events, committed to the highest standards of objective, accurate journalism. Learn more about policies and standards in AP’s Statement of News Values and Principles. <https://www.ap.org/about/news-values-and-principles/>



February 17, 2022

The Honorable Alex Padilla
U.S. Senate
112 Hart Office Bldg.
Washington, DC 20510

RE: Request for liability exemption for clean water agencies regarding PFAS

Dear Senator Padilla, *& Fenshin*

The undersigned water and wastewater agencies from western Riverside County and San Bernardino County, California, write regarding ongoing federal efforts to address threats posed by per-and polyfluoroalkyl substances (PFAS) and request your assistance.

Specifically, should the Senate consider legislation to address PFAS contamination and liability for cleanups, we urge your support for provisions that:

1. Explicitly exempt clean water agencies from Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability,
2. Ensures the "polluter pays" principle remains the foundation of CERCLA, and
3. Continue current and provides additional funding for: researching the effects of PFAS on human health; cleaning up sites that are highly contaminated with PFAS; and assisting clean water agencies in implementing pretreatment programs related to PFAS management and treatment.

As you know, PFAS are a large group of man-made chemicals used in a plethora of everyday commercial products, including cookware, food packaging, carpets, textiles, and cosmetics, to name a few. Clean water agencies, also known as publicly owned treatment works (POTWs), provide essential public health and environmental services by treating wastewater, allowing water and biosolids to be safely recycled and returned to the environment.

It is important to note that POTWs only receive and reflect what is used in society. ***As a result, POTWs are passive recipients of PFAS; we neither produce nor use PFAS.***

In October, the U.S. Environmental Protection Agency (USEPA) published the Strategic PFAS Roadmap, which included elements in the PFAS Action Act of 2021 (H.R. 2467). We note that the House passed the PFAS Action Act in August 2021, and the Senate has yet to act on this legislation.

We strongly support addressing PFAS through source control and sound science as articulated in key provisions of H.R. 2467, including the disclosure of the introduction of PFAS into a POTW by owners and operators of industrial sources. However, H.R. 2467 also includes a mandate to designate PFAS chemicals as hazardous substances under CERCLA, leading to water bodies feeding into POTWs facilities designated as Superfund sites.

We are concerned that this could have a range of potentially severe consequences for agencies – and by extension our customers – that recycle wastewater, discharge effluent, and/or apply biosolids to land, all beneficial byproducts of the wastewater treatment process. Of particular concern is the fact that it's unknown how many groundwater basins or surface water bodies receiving wastewater effluent or recycled water could be deemed a Superfund site.

However, it remains a very real possibility that a CERCLA designation of this family of chemicals would impose significant and unwarranted liability on local POTWs and their ratepayers. Designating PFAS chemicals as hazardous substances under CERCLA would trigger strict, as well as joint and several liabilities for those entities that contribute any PFAS to a particular site. Even if a PFAS contribution by the POTW is minimal and entirely unavoidable, we could potentially be subject to being included in litigation to clean up the site or pay for any damages.

POTWs that comply with applicable and proper federal management and treatment standards must not be responsible for current and future costs associated with PFAS cleanup. Assigning liability and responsibility to our agencies, ratepayers, and similar agencies is bad public policy and should be soundly rejected.

Therefore, should the Senate consider HR 2467 or similar legislation, we ask that you secure an exemption for POTWs from CERCLA, equal to that provided to our nation's airports, as is included in HR 2467, to ensure protection of POTWs and other biosolids managers from unreasonable and unwarranted liability simply because these agencies are receivers of PFAS while delivering critical public health services.

In addition, we strongly support congressional actions that would provide federal assistance to clean water agencies to implement pretreatment programs related to PFAS management and discharge. Source control of these chemicals is the most appropriate and effective approach to protect public health and the environment.

If you or your staff have any questions or need additional information, please do not hesitate to reach out to Western Municipal Water District's General Manager, Craig Miller, at CMiller@wmwd.com or 951.571.7242.

Very Respectfully,



Craig Miller
General Manager
Western Municipal
Water District



Joe Mouawad
General Manager
Eastern Municipal
Water District



Shivaji Deshmukh, P.E.
General Manager
Inland Empire
Utilities Agency



Robert Grantham
General Manager
Rancho California
Water District



Greg Thomas
General Manager
Elsinore Valley Municipal
Water District



Chris Berch
General Manager
Jurupa Community
Services District



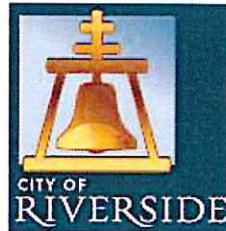
Jeff Pape
General Manager
Temescal Valley
Water District



Jeff Sims
General Manager
Rubidoux Community
Services District



Tom Moody
Director of Utilities
Corona Department of
Water and Power



Todd Corbin
General Manager
Riverside Public
Utilities

Cc: Jessica Gauger, California Association of Sanitation Agencies
Sarah Saperstein, ENS Resources

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

a) Operations Report

b) Emergency and Incident Report

9. CONSIDER AGREEMENT TO PROVIDE WATER TO RUBIDOUX COMMUNITY
SERVICES DISTRICT: **DM 2022-16**

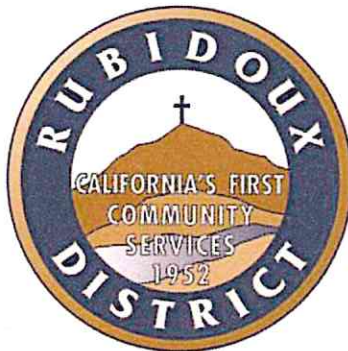
Rubidoux Community Services District

Board of Directors

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

General Manager

Jeffrey D. Sims



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

DIRECTORS MEMORANDUM 2022-16

March 3, 2022

To: Rubidoux Community Services District
Board of Directors

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

BACKGROUND:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. Rubidoux Community Services District

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

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

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

RECOMMENDATION:

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

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

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

1. Agreement To Provide Water To Rubidoux Community Services District

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

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

RECITALS

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

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

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

D. Western is a municipal water district incorporated under the Municipal Water District Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in retail and wholesale delivery of water to customers in western Riverside County. Western

purchases imported water from Metropolitan and helps provide water to over 1,000,000 people in its service area.

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

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

AGREEMENT

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

1. Requests for Water. Rubidoux will coordinate with Valley District, West Valley, and Western on determining the monthly amount of imported water Rubidoux needs from Metropolitan, up to a maximum amount of 2,000 acre-feet per calendar year. After coordinating, Western will request delivery of the water from Metropolitan in accordance with Sections 2 through 4 below, inclusive. The requested water must be used within Metropolitan's service area.

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

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

4. West Valley Deliveries. West Valley will treat and deliver the water to

Rubidoux, per terms identified in a separate agreement between West Valley and Rubidoux, for use within Western's service area by Rubidoux, and Rubidoux will provide Western and West Valley with a meter read report of the amounts delivered by 3:00 p.m. on the fifth business day after the end of the month.

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

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

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

8. Term. Upon execution, this Agreement is effective as of June 1, 2022 and terminates on December 31, 2035, provided that if the terms of the State Water Contracts are extended beyond December 31, 2035, then the term of this Agreement will likewise be extended to match the term of the State Water Contracts.

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

10. Liability and Indemnification. Liability and indemnification shall be governed by section 4502 of Metropolitan's Administrative Code. Valley District, West Valley, and Rubidoux

each agree to the provisions of section 4502 of Metropolitan's Administrative Code, which provisions are incorporated here by this reference, and agree to its enforceability by or against each of them under this Agreement in the same manner and to the same extent as that section applies to Western.

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

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

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

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

15. Relationship of Parties. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or any other similar arrangement ~~between~~ among any of the Parties. ~~Neither~~ No Party to this Agreement shall be deemed to be a representative, an agent or an employee of ~~the~~ any other Party. Unless otherwise expressly specified in this Agreement, ~~neither~~ no Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of ~~the~~ any other Party, nor bind ~~the~~ any other Party in any respect, without the specific prior written authorization of ~~the~~ another Party. The obligations of the Parties shall be several and not joint.

16. Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification is in writing

and duly executed by all Parties.

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

[signatures on following page]

**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

Adel Hagekhalil
General Manager

Dated

APPROVED AS TO FORM:

Marcia L. Scully
General Counsel

Dated

**SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT**

Heather Dyer
General Manager

Dated

APPROVED AS TO FORM:

Brad Neufeld
General Counsel

Dated

WEST VALLEY WATER DISTRICT

Shamindra Manbahal
General Manager

Dated

APPROVED AS TO FORM:

Robert Tafoya
General Counsel

Dated

WESTERN MUNICIPAL WATER DISTRICT

Craig Miller
General Manager

Dated

APPROVED AS TO FORM:

Jeff Ballinger
Legal Counsel

Dated

RUBIDOUX COMMUNITY SERVICES DISTRICT

Jeff Sims
General Manager

Dated

APPROVED AS TO FORM:

John Harper
Legal Counsel

Dated

10. CONSIDER PROFESSIONAL SERVICES CONTRACT FOR CONSTRUCTION
OF SECURITY IMPROVEMENTS TO FIRE STATION 38 PERIMETER
FENCE: **DM 2022-18**

Rubidoux Community Services District

Board of Directors

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

General Manager

Jeffrey D. Sims



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

DIRECTORS MEMORANDUM 2022-18

March 3, 2022

To: Rubidoux Community Services District
 Board of Directors

Subject: Consider Professional Services Contract for Construction of Security Improvements to the Fire Station
 38 Perimeter Fence

BACKGROUND:

The Rubidoux Community Services District (“District”) is responsible for providing Fire Protection Services within the District’s boundary and provides this service through a contract with Riverside County Fire / CalFire (“County Fire”) for staffing and equipment. Fire Station 38 property and building are District owned and as the owner, the District is responsible for its ongoing upkeep. Funding to pay County Fire for contract services and ongoing expenses related to upkeep of Fire Station 38 comes from the District’s share of property taxes paid by property owners within the District service boundary. The District retains reserves from this funding source for upkeep and improvements to Fire Station 38.

There is a considerable population of unsheltered and unhoused people in the City of Jurupa Valley, particularly in the area the District serves. A portion of this population occupies the vacant lot adjacent to Fire Station 38. Additionally, other unhoused persons roam the streets about Fire Station 38. County Fire staff suspect people occupying the adjacent lot are responsible for break-ins and breaches of the perimeter wall surrounding Fire Station 38. Recently there have been acts of vandalism and theft within the perimeter of Fire Station 38. These acts include breaking into storage buildings and stealing equipment and breaking into County Fire staff personal vehicles. When these events happen, staff files a report with the County Sheriff, and the District property insurance carrier.

District staff met with County Fire staff to discuss options to secure Fire Station 38. Increasing physical difficulty of scaling the existing masonry perimeter fencing seems to be the best option.

To that end, District staff requested a proposal for preparation of plans and details for the construction of perimeter security improvements from T&B Structural Engineering (T&B) in Riverside. The President of the

firm met with District staff at the Fire Station to discuss preparation of plans and details improve the perimeter wall. Proposed enhancements include adding vertical metal fencing affixed to the existing masonry wall, enlarging gates, and making the existing masonry wall less climbable. These improvements would include both vehicle access gates, closing decorative holes in the wall surrounding the HVAC Equipment and the Fireman's outdoor patio, and completing the enclosure of the lattice cover over the patio. The height of the gate facing Mission Blvd. will be increase and work with the existing supports on the block wall on each side of the gate.

T&B's proposal includes preparation of a detailed set of plans showing locations of each improvement, technical bid specifications, and support during construction. The proposed cost is \$15,000. Staff seeks contingency funding in the amount of \$3,000 for design changes if necessary. In all staff is requesting \$18,000 (with contingency) be authorized to hire T&B Engineering to prepare necessary plans and specifications for enhancing perimeter fencing security at Fire Station 38. Once the plans are complete and publicly bid, staff will come back to the Board for additional funding for construction.

Property tax increment income for Fire Operations received by the District currently exceeds costs paid by the District for the annual County Fire contract and upkeep of Fire Station 38. Property tax income not expended is allocated to the District's General Fund Reserve. This money is available for improvements to Fire Station 38. To fund this \$18,000 expense, staff recommends the Board of Directors approve amending the FY 2022 Budget by moving \$18,000 from the General Fund - Line Item 6, Property Tax Transfer In (Transfers in from excess Property Tax Increment for Fire Services) to the Fire / Weed Abatement Budget Line Item Number 12, Repairs and Maintenance.

RECOMMENDATION

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

1. Execute a Professional Services Contract with T&B Engineering in the amount of \$15,000.
2. Amend the 2021/22 Fiscal Year Budget by moving \$18,000 from the General Fund Line Item 6 – "Property Tax Transfer In (Transfers in from excess Property Tax Increment for Fire Services)" to the Fire / Weed Abatement Budget, Line Item 12 – "Repairs and Maintenance" to fund this effort.

Respectfully,



JEFFREY D. SIMS, P.E.
General Manager

Attach:

Proposal for Professional Services from T&B Engineering



February 10, 2022
February 28, 2022 (revised)

Rubidoux Community Services District
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509

Attention: Ted Beckwith, Director of Engineering

Subject: Proposal for Structural Services
Fire Station #38-Perimeter Security Fences & Gates
5721 Mission Blvd.
Riverside, CA 92509

Dear Ted,

Thank you for considering **T & B Engineering, Inc.** for the subject job. We will perform our structural services for **Rubidoux Community Services District** ("Client") as outlined below:

1.0 SCOPE OF SERVICES:

1.1 Project Description:

The project shall consist of designing a new 3'-0" high security deterrent fence above and around the existing masonry site walls, mechanical site walls and patio walls. The locations are identified in detail below.

1. Design a new 3'-0" high security deterrent fence that will be supported and attached on the inside of the concrete block site walls and extending below the top of wall by approximately 18". Approximately 635 feet long excluding entrance gates and man gates.
2. Design a new 3'-0" high security deterrent fence that will be supported and attached on the inside of the concrete block site walls at the mechanical enclosure. Approximately 41 feet long.
3. Design approximately 2'-0" high vertical fence that will be supported and attached on the inside of the concrete block site walls at the patio enclosure. Approximately 72 feet long excluding gates.
4. Redesign a new double 12'-6" sliding gate x 8'-6" high for the south driveway entrance. This gate will be required to be shifted inward on site so as not interfere with the new security deterrent fence on site walls.
5. Design new 3'-0" vertical gate extension at the south side of site for 3'-0" man gate.
6. Design new 3'-0" vertical gate extensions on the East double 20'-0" swing gates.
7. Design new 3'-0" gate and fence extensions at the East exit man gate.
8. Design new 2'-0" gate extension at the East man gate at the patio.
9. Design new lattice covering at the patio roof over the bar-b-que.

1.2 Structural Engineering Services:

Our basic services are as outlined:

1.2.1 Construction Documents Phase

- a) Attend two online meetings to coordinate project.
- b) Complete Structural Calculations.
- c) Complete Structural site plan showing fence locations, references and details in AutoCAD format.
- d) Prepare or Edit Specifications for the fencing and gates.
- e) Assist in Establishing Testing and Inspection Requirements.
- f) Perform Checking and Coordination of the Structural Documents.

1.2.2 Agency Approval Phase

- a) Make Revisions to Construction Documents as Required by Building Department for plan approval.

1.2.3 Construction Phase – Administration of the Construction Contract

- a) Make Site Visits in Intervals Appropriate to the Stages of Construction including reports. Perform Site Visitation (1) Total. (Refer to Section 2.3, Additional Services regarding fee for additional Site Visitations, if required.)
- b) Review Submittals Applicable to SER and return to Client within five business days of receipt.
- c) Provide Response to RFI's to Client within two business days of receipt.
- d) Provide Interpretations of Structural Construction Documents.

2.0 TERMS AND CONDITIONS

2.1 Work will be performed and payment received in the following phases:

Construction Document Phase	80%
Agency Approval Phase	10%
Construction Administration Phase	10%

All Phases are billed monthly in levels of completion.

Payment is due within ten days of payment to Client by owner. Account unpaid 30 days after the invoice due date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney fees.

This proposal is valid for sixty days from the date of the proposal.

2.2 Exclusions:

Services not set forth above as basic services in section 1.2 of this agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in the basic services as outlined in section 1.2.

A structural cost estimate is not included in the scope of work.

2.3 Additional Services:

If revisions are generated by the owner, they will be paid for as additional services in accordance with our current schedule of charges, attached.

Meetings can be provided per our current schedule of charges attached with a minimum flat rate of \$300.00 per meeting.

Site visitations shall be provided per section 1.2.3. Additional site visitation may be provided at an hourly rate in accordance with our current schedule of charges (see attached), with a minimum flat rate of \$600.00 per visit including report.

2.4 Print Charges and Reimbursables:

Prints for progress and coordination are reimbursable expenses. Multiple sets and bid sets shall be prepared by others, or shall be considered a reimbursable expense. Standard postal delivery is included. Express mail is a reimbursable expense. See schedule of charges for additional expenses as applicable.

2.5 Limitation of Liability:

It is suggested that the client shall have this limitation of liability clause reviewed by a separate professional/consultant, as well as an attorney.

LIMITATION OF LIABILITY

Client shall, to the fullest extent permitted by law, indemnify and hold harmless T & B Engineering, Inc. and its officers, directors, partners, employees, agents and consultants from and against any claim by any entity or individual and/or liability to any entity or individual arising from or in any way related to the Project and/or this Agreement that exceeds the total compensation amount received by T & B Engineering, Inc. under this Agreement.

2.6 Remodel/Rehabilitation Clause:

Verification of Existing Conditions

In as much as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Design Professional.

2.7 Legal Costs for Action:

In the event of any action or proceedings between any of the Parties to this agreement with respect to this Agreement, the non-prevailing party to such action or proceedings shall pay to the prevailing party all costs and expenses, including attorney's fees, incurred in the defense or prosecution thereof by the prevailing party.

3.0 COMPENSATION / CONSIDERATION:

- 3.1 Outlined services will be provided for a proposed lump sum fee of Fifteen Thousand Dollars (\$15,000.00). Structured per 2.1 of terms and conditions.

Should you have any questions, or require additional information, please do not hesitate to contact our office.

Sincerely,

Mark Ballou

Mark Ballou, President
T & B Engineering, Inc.

Ted Beckwith, Director of Engineering
Rubidoux Community Services
District

SCHEDULE OF CHARGES FOR
STRUCTURAL ENGINEERING SERVICES

The fees for our services will be based on the schedule of charges as outlined below. All fee quotations are applicable for a period of sixty days from the date of the proposal to which the schedule is attached. The schedule of charges indicated below is firm through the duration of this calendar year and subject to 5 percent maximum annual increases thereafter. Services will be billed at the hourly rates in place at the time the services are provided. Outside consultants will be charged at cost plus fifteen percent.

PERSONNEL

Professional:

President/Principal	\$225.00/hr.
Senior Project Engineer	\$195.00/hr.
Junior Project Engineer	\$150.00/hr.
Project Manager	\$150.00/hr.

Sub-Professional:

Sr. Structural Draftsperson / BIM	\$125.00/hr.
Jr. Structural Draftsperson / BIM	\$110.00/hr.
Clerical	\$95.00/hr.

All hourly rates listed above are fully-burdened including direct labor, overhead and profit offered on a Lump Sum and Time and Materials basis. These rates apply to regular time and travel time in the United States. A maximum travel time of eight hours will be charged in any one day. Overtime, if required in the interest of the project will be charged at 1.5 times the above rates. Overtime will also apply to time in excess of eight hours per day, and all time on Saturdays, Sundays, and Holidays.

REIMBURSABLE EXPENSES

Outside services performed by others, and direct expenses incurred on the clients behalf, are charged at 1.0 times our cost. Such items include but are not limited to outside consultants, specification writers, cost estimators, non-reusable equipment, blueprinting, long distance communications, subsistence, lodging, transportation charges, air travel, auto rental and freight.

INSURANCE

T & B Engineering, Inc. maintains general Errors and Omissions Professional Liability Insurance in the amount of \$2,000,000.00 per occurrence with an annual aggregate limit of \$2,000,000.00 and is subject to limitations, if applicable, as stipulated in the contract or letter of agreement. In the event the client desires additional coverage, we will upon a written request from the client, obtain additional coverage if possible, at the client's expense.

11. CONDUCT PUBLIC HEARING AND SECOND READING OF ORDINANCE No.
2021-129; AN ORDINANCE TO IMPLEMENT REQUIREMENTS OF SB 1383:

DM 2022-19

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 2022-19

March 3, 2022

To: Rubidoux Community Services District
Board of Directors

Subject: Conduct Public Hearing and Second Reading of Ordinance No. 2021-129 An Ordinance To Implement Requirements of SB 1383

BACKGROUND:

On December 16, 2021, the Board of Directors of Rubidoux Community Services District ("District") conducted a first reading of Ordinance No. 2021-129. The Board requested a continuance of the First Reading to provide time for staff to make modifications to the proposed ordinance. Staff presented the modified ordinance to the District's Solid Waste Committee on January 20, 2022. Modifications included -

- a) Language limiting inspection access by the District on residential property.
- b) Modification of penalty amounts the District may impose on customers to match the MINIMUM fines contained in Senate Bill 1383.

With the modifications addressed and reviewed by the Solid Waste Committee, the Board of Directors on February 3, 2022 conducted the continued First Reading of Ordinance 2021-129. The Board authorized the General Manager to prepare the Notice of Public Hearing and post the Notice appropriately to meet Brown Act requirements for the second reading of Ordinance No. 2021-129.

Since February 3, 2022, the following has occurred in preparation of the Public Hearing to consider the second reading of Ordinance No. 2021-129:

- February 3, 2022 – First reading of Ordinance 2021-129

- February 10, 2022 - Prepare Notice of Public Hearing for Publication in Press Enterprise
- February 18, 2022 – Publish Notice of Public Hearing in the Press Enterprise and post on District’s website (proof of publication attached)

With publishing of the Notice of Public Hearing ten days prior to March 3, 2022, requirements of the Brown Act are satisfied, and the Board can conduct a Public Hearing for public comment on proposed Ordinance No. 2021-129.

As the Board may recall, Ordinance No. 2021-129 (attached) is an ordinance providing the District authorities to implement mandated requirements of Senate Bill 1383. Senate Bill 1383 is legislation the state enacted to reduce the amount of organic waste disposed in landfills. Major goals of the legislation include:

1. Reduction in methane pollution going into the atmosphere caused by decomposition of organics
2. Collection of edible organic waste such as food products from stores and restaurants and distribute to people in need
3. Promote increased use of recycled wood and paper fiber products

The District’s solid waste contractor, Burrtec, is assisting with details necessary to comply with the reporting and education requirements of Senate Bill 1383. In addition, staff has applied for \$49,500 of grant funding through CalRecycle to help offset programmatic expenses associated with implementing Senate Bill 1383. An eligibility requirement for this funding includes applying agencies having an adopted ordinance to provide the agency with authority to effect Senate Bill 1383 requirements in its service area. Proposed Ordinance No. 2021-129 will satisfy this requirement.

The Board will need to conduct a Public Hearing to receive public comments regarding Ordinance No. 2021-129. After conclusion of the Public Hearing the Board can do the second reading and deliberate adoption of Ordinance No. 2021-129.

RECOMMENDATION:

Staff recommends the Board of Directors to:

1. Conduct the Public Hearing for the Second Reading of Ordinance No. 2021-129 entitled – “An Ordinance of the Board of Directors of Rubidoux Community Services District Adopting Mandatory Organic Waste Disposal Reduction And Making A Determination Of Exemption Under CEQA Guidelines Sections 15061(B)(3) and 15308”
2. Adopt Ordinance No. 2021-129 - An Ordinance of the Board of Directors of Rubidoux Community Services District Adopting Mandatory Organic Waste Disposal Reduction And Making A Determination Of Exemption Under CEQA Guidelines Sections 15061(B)(3) and 15308

<signature on following page>

Respectfully,



JEFFREY D. SIMS, P. E.
General Manager

Attach:

1. Proof of Publication – February 18, 2022; Press Enterprise
- 2, Ordinance No. 2021-129

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

**PROOF OF PUBLICATION
(2010, 2015.5 C.C.P)**

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: NOPH: SB 1383_Hearing Date March 3, 2022 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

02/18/2022

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: February 18, 2022
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

RUBIDOUX COMM SERV DIST
3590 RUBIDOUX BLVD
RIVERSIDE, CA 92509

Ad Number: 0011518407-01

P.O. Number:

Ad Copy:

**NOTICE OF PUBLIC HEARING
OF THE
RUBIDOUX COMMUNITY SERVICES DISTRICT
FOR THE ADOPTION OF ORDINANCE NO. 2021-129, AN
ORDINANCE ADOPTING MANDATORY ORGANIC WASTE
DISPOSAL REDUCTION IN COMPLIANCE WITH SENATE BILL
1383 (SB 1383) AND MAKING A DETERMINATION OF
EXEMPTION UNDER CEQA GUIDELINES SECTIONS
15061 (B) (3) AND 15308**

Notice is hereby given that the Board of Directors of the Rubidoux Community Services District (District) will conduct a Public Hearing on Thursday, March 3rd, 2022, at 4:00PM, during the regular meeting of the Board of Directors. Subject Public Hearing shall be conducted at 3590 Rubidoux Blvd., Jurupa Valley, CA 92509 at the above time and date.

The purpose of the Public Hearing is for receiving comments as they pertain to Draft Ordinance 2021-129, which Authorizes and Directs the District to comply with SB 1383 mandates.

A copy of Draft Ordinance No. 2021-129 is available free to any interested party at the District Office during normal business hours or you may download a copy of the Draft Ordinance No. 2021-129 at the District's Web Site: www.rcsd.org

Jeffrey D. Sims
Secretary-Manager

February 18th, 2022

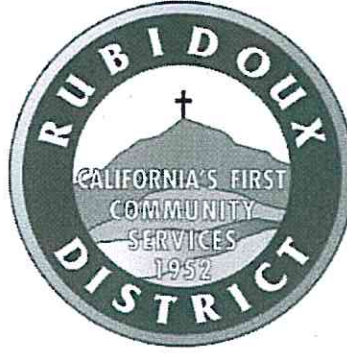
Press-Enterprise: 2/18

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
Weed Abatement

Refuse Collection

Street Lights

Fire / Emergency Services

**NOTICE OF PUBLIC HEARING
OF THE
RUBIDOUX COMMUNITY SERVICES DISTRICT
FOR THE ADOPTION OF ORDINANCE NO. 2021-129, AN
ORDINANCE ADOPTING MANDATORY ORGANIC WASTE
DISPOSAL REDUCTION IN COMPLIANCE WITH SENATE BILL
1383 (SB 1383) AND MAKING A DETERMINATION OF
EXEMPTION UNDER CEQA GUIDELINES SECTIONS 15061(B)(3)
AND 15308**

Notice is hereby given that the Board of Directors of the Rubidoux Community Services District (District) will conduct a Public Hearing on Thursday, March 3rd, 2022, at 4:00PM, during the regular meeting of the Board of Directors. Subject Public Hearing shall be conducted at 3590 Rubidoux Blvd., Jurupa Valley, CA 92509 at the above time and date.

The purpose of the Public Hearing is for receiving comments as they pertain to Draft Ordinance 2021-129, which Authorizes and Directs the District to comply with SB 1383 mandates.

A copy of Draft Ordinance No. 2021-129 is available free to any interested party at the District Office during normal business hours or you may download a copy of the Draft Ordinance No. 2021-129 at the District's Web Site: www.rcsd.org

Jeffrey D. Sims
Secretary-Manager

February 18th, 2022

3590 Rubidoux Blvd. Jurupa Valley, CA 92509 P.O. Box 3098 Jurupa Valley, CA 92519 951-684-7580
Fax: 951-369-4061

www.rcsd.org

ORDINANCE NO. 2021-129

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF
THE RUBIDOUX COMMUNITY SERVICES DISTRICT
ADOPTING MANDATORY ORGANIC WASTE DISPOSAL
REDUCTION, AND MAKING A DETERMINATION OF
EXEMPTION UNDER CEQA GUIDELINES SECTIONS
15061(B)(3) AND 15308**

**THE BOARD OF DIRECTORS OF THE RUBIDOUX COMMUNITY SERVICES
DISTRICT DOES ORDAIN AS FOLLOWS:**

Section 1. The following ordinance establishing provisions concerning Mandatory Waste Disposal Reduction are hereby adopted to read as follows:

Chapter 1: Definitions

For the purposes of this Chapter, the following words, terms, phrases, and their derivations have the meanings given herein. Terms not defined in this section and defined elsewhere in this Code shall have the same meanings herein unless the context otherwise requires. In the event of a conflict between a definition in this Code and a definition in 14 CCR Section 18982, the definitions in Section 18982 shall control for the purposes of this Chapter. Additionally, for the purposes of this Chapter, the definitions in 14 CCR Section 18982 shall control for terms used in this Chapter and not defined in this Code. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number. Unless otherwise specified herein, references to a statute or regulation means the statute or regulation, as amended, supplemented, superseded, and replaced from time to time.

A. “CalRecycle” means the California Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on the District (and others).

B. “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant title of the CCR (e.g., “14 CCR” refers to Title 14 of the CCR).

C. “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Residential Dwelling; or, as otherwise defined in 14 CCR Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.

D. “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). For

the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

E. "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined in 14 CCR Section 18982(a)(8).

F. "Compliance Review" means a review of records by the District to determine compliance with this Chapter.

G. "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4).

H. "Compostable Plastic(s)" means plastic materials that meet the ASTM D6400 standard for composability; or, as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

I. "Container Contamination" or "Contaminated Container" means a container, regardless of color, which contains Prohibited Container Contaminants; or, as otherwise defined in 14 CCR Section 18982(a)(55).

J. "County" means the County of Riverside.

K. "C&D" means construction and demolition debris.

L. "Designee" means an entity that the District contracts with or otherwise arranges to carry out any of the District's responsibilities of this Chapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, specifically including the District of Jurupa Valley, a hauler, a private entity, or a combination of those entities.

M. "District" means the Rubidoux Community Services District.

N. "Edible Food" means food intended for human consumption; or, as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

O. "Enforcement Action" means an action of the District to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

P. "Enforcement Official" means the General Manager, or the General Manager's authorized Designees who are partially or wholly responsible for enforcing this Chapter.

Q. “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the District and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the District’s Enforcement Official or its Designee’s, reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the District, or its Designee, to potential liability; but not including de minimus volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the State Public Resources Code.

R. “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores; or, as otherwise defined in 14 CCR Section 18982(a)(22).

S. “Food Facility” has the same meaning as in Section 113789 of the State Health and Safety Code.

T. “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed; or, as otherwise defined in 14 CCR Section 18982(a)(24).

U. “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities; or, as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1) A food bank as defined in Section 113783 of the State Health and Safety Code;

2) A nonprofit charitable organization as defined in Section 113841 of the State Health and Safety code; and

3) A nonprofit charitable temporary food facility as defined in Section 113842 of the State Health and Safety Code; or, as otherwise defined in 14 CCR Section 18982(a)25)

V. A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

W. “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or, as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this

Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

X. “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. [Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.]

Y. “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations; or, as otherwise defined in 14 CCR Section 18982(a)(27).

Z. “Food-Soiled Paper” means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

AA. “Food Waste” means Food Scraps, Food-Soiled Paper, and Compostable Plastics.

BB. “General Manager” means the General Manager of the District.

CC. “Generator” means a person or entity that is responsible for the initial creation of Solid Waste, and with respect to Organic Waste, means a person or entity that is responsible for the initial creation of Organic Waste; or, as otherwise defined in 14 CCR Section 18982(a)(48).

DD. “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments; or, as otherwise defined in 14 CCR Section 18982(a)(30).

EE. “Hauler Route” means the designated itinerary or sequence of stops for each segment of the District’s collection service area; or, as otherwise defined in 14 CCR Section 18982(a) (31.5).

FF. “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed Waste Organic Collection Stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

GG. “Inspection” means a site visit where the District or its Designee reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter 13; or, as otherwise defined in 14 CCR Section 18982(a)(35).

HH. “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event; or, as otherwise defined in 14 CCR Section 18982(a)(38).

II. “Large Venue,” unless otherwise defined in 14 CCR Section 18982(a)(39), means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

JJ. “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of the District’s regulations related to Solid Waste; or, as otherwise defined in 14 CCR Section 18982(a)(40).

KK. “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

LL. “MWELo” refers to the Model Water Efficient Landscape Ordinance, 23 CCR, Division 2, Chapter 2.7, and Chapter 9.283 of this Code.

MM. “Non-Compostable Paper” includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process; or, as otherwise defined in 14 CCR Section 18982(a)(41).

NN. “Non-Local Entity” means the following entities that are not subject to the District’s enforcement authority; or, as otherwise defined in 14 CCR Section 18982(a)(42):

- 1) Special district(s) located within the jurisdictional boundaries of the District;
- 2) Federal facilities, including military installations, located within the jurisdictional boundaries of the District;
- 3) Prison(s) located within the jurisdictional boundaries of the District;
- 4) Facilities operated by the State park system located within the jurisdictional boundaries of the District;

5) Public universities (including community colleges) located within the jurisdictional boundaries of the District;

6) County fairgrounds located within the jurisdictional boundaries of the District; and

7) State agencies located within the jurisdictional boundaries of the District.

OO. “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass; or, as otherwise defined in 14 CCR Section 18982(a)(43).

PP. “Notice of Violation” or “NOV” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties; or, as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

QQ. “Organic Waste” means Solid Waste containing material originated from living organisms and their metabolic waste products, including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges; or, as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

RR. “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or, as otherwise defined in 14 CCR Section 18982(a)(51).

SS. “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or, as otherwise defined in 14 CCR Section 18982(a)(54).

TT. “Prohibited Container Contaminants,” means discarded materials placed in a container that are not identified as being permitted or are considered to be excluded waste.

UU. “Recovery” means any activity or process described in 14 CCR Section 18983.1(b); or, as otherwise defined in 14 CCR Section 18982(a)(49).

VV. “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber; or, as otherwise defined in 14 CCR Section 18982(a)(61).

WW. “Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

XX. "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption; or, as otherwise defined in 14 CCR Section 18982(a)(64).

YY. "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras; or, as otherwise defined in 14 CCR Section 18982(a)(65).

ZZ. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor of the State on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the State Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the State Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants.

AAA. "SB 1383 Regulations" means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of 14 CCR and 27 CCR.

BBB. "Self-Hauler" means a person or entity approved by the District, who, in compliance with all applicable requirements of this Chapter, hauls Solid Waste, Organic Waste or recyclable materials he or she has generated to another person or entity. Self-Hauler also includes a person or entity who Back-Hauls waste; or, as otherwise defined in 14 CCR Section 18982(a)(66). Back-Haul means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

CCC. "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.

DDD. "Solid Waste" unless otherwise defined in State Public Resources Code Section 40191, means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- 1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
- 2) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
- 3) Medical waste regulated pursuant to the Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in

State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

EEE. "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Chapter, Source Separated shall include separation of materials by the Generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection.

FFF. "State" means the State of California.

GGG. "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items; or, as otherwise defined in 14 CCR Section 18982(a)(71).

HHH. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following; or, as otherwise defined in 14 CCR Section 18982(a)(73):

- 1) Supermarket;
- 2) Grocery Store with a total facility size equal to or greater than 10,000 square feet;
- 3) Food Service Provider;
- 4) Food Distributor; or,
- 5) Wholesale Food Vendor.

III. "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following; or, as otherwise defined in 14 CCR Section 18982(a)(73):

- 1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet;
- 2) Hotel with an on-site Food Facility and 200 or more rooms;
- 3) Health facility with an on-site Food Facility and 100 or more beds;
- 4) Large Venue;
- 5) Large Event;

6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet; or

7) A Local Education Agency facility with an on-site Food Facility.

JJJ. “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination; or, as otherwise defined in 14 CCR Section 189852(a)(76).

Chapter 2: Purposes

- A. Assembly Bill (“AB”) 939 of 1989, the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000, et seq., as amended, supplemented, superseded and replaced from time to time and as implemented by regulations of the California Department of Resources, Recycling and Recovery (“CalRecycle”)), requires the District to reduce, reuse, and recycle (including composting), solid waste generated in the District to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- B. AB 341 of 2011 places requirements on businesses, including multi-family property owners with five or more dwelling units, which generate a specified threshold amount of solid waste to arrange for recycling services and requires the District to implement a mandatory commercial recycling program.
- C. AB 1826 of 2014 requires businesses, including multi-family property owners with five or more dwelling units, which generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, and requires the District to implement a recycling program to divert organic waste from such businesses.
- D. Senate Bill (“SB”) 1383 of 2016, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. These regulations, adopted in 2020 (“SB 1383 Regulations”), place requirements on multiple entities including the District; single-family residential households; commercial businesses, including multi-family property owners with five or more dwelling units; commercial edible food generators, haulers, including self-haulers; food recovery organizations; and food recovery services to support achievement of statewide organic waste disposal reduction targets.
- E. The SB 1383 Regulations require the District to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations.
- F. This Chapter implements the requirements of the SB 1383 Regulations.

Chapter 3: Requirements for Single-Family Organic Waste Generators

Single-Family Organic Waste Generators shall comply with the following requirements, except Single-Family Generators that meet the Self-Hauler requirements of this Code:

- A. Subscribe to the District's Organic Waste collection service(s) for all Organic Waste generated as described below. The District shall have the right to review the number and size of a Generator's containers to evaluate adequacy of capacity District provided for each type of collection service for proper separation of materials and containment of materials; and Single-Family Generators shall adjust their service level for their collection services as requested by the District. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- B. Shall place designated materials in designated containers. A person or entity is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the color requirements of the Regulations, prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first. Commencing January 1, 2022, labels will be placed on each new container or lid provided to generators consistent with the applicable container collection requirements and limitations of this Chapter specifying what materials are allowed to be placed in each container.

Chapter 4: Requirements for Commercial Organic Waste Generators

Organic Waste Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall comply with the following requirements, except Commercial Businesses that meet the Self-Hauler requirements of this Code.

- A. Subscribe to the franchise hauler's collection service(s) and comply with requirements of those service(s) as described below in paragraph (b) of this section. The District shall have the right to review the number and size of a Generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and Commercial Businesses shall adjust their service level for their collection services as requested by the District.
- B. Generator shall place designated materials in the permitted containers. A person or entity is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the color requirements of the Regulations, prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first. "Commencing January 1, 2022, labels will be placed on each new container or lid provided to generators consistent with the applicable container collection requirements and limitations of this Chapter specifying what materials are allowed to be placed in each container.

- C. Supply and allow access to adequate number, size, and location of collection containers for employees, contractors, tenants, and customers, consistent with the District's collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with 6.77.090.
- D. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - (1) A body or lid that conforms with the container colors provided through the collection service provided by the District's franchised hauler. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of this subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - (2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant to 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- E. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirements pursuant to 14 CCR Section 18984.9(b).
- F. Excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program in accordance with 6.77.090.
- G. Excluding Multi-Family Residential Dwellings, periodically inspect containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

- H. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Materials.
- I. Provide information as described in (h) in this Section before or within fourteen (14) days of occupation of the premises to new tenants.
- J. Provide or arrange access for the District or its agent to their properties during all Inspections conducted in accordance with 6.77.090 to confirm compliance with the requirements of this section.
- K. If a Commercial Business wants to self-haul, meet the Self-Hauler requirements of this Code, including Chapter 9 of this Ordinance.
- L. Nothing in this Section prohibits a Generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- M. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to 6.77.070.

Chapter 5: Waivers for Generators

- A. De Minimis Waivers. The District may waive a Commercial Business' obligations (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described below in subsection (a)(2). Commercial Businesses requesting a de minimus waiver shall:
 - (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in subsection (a)(2) below.
 - (2) Provide documentation that either:
 - (A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste comprises less than 20 gallons per week per applicable container of that business' total waste; or,
 - (B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic comprises less than 10 gallons per week per applicable container of the business' total waste.
 - (3) Notify the District if circumstances change such that the Commercial Business' Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded.

- (4) Provide written verification of eligibility for a de minimus waiver every 5 years and subject to reverification by the District, if the District has approved a de minimus waiver.
- B. Physical Space Waivers. The District may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements of this Chapter if the District has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for the Organic Waste collection requirements of this chapter. Commercial Businesses or property owners requesting a physical space waiver shall:
- (1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver and provide documentation as noted below.
 - (2) Provide documentation that the premises lacks adequate space for containers including documentation from its hauler, licensed architect, or licensed engineer.
 - (3) Provide written verification to the District that it is still eligible for a physical space waiver every five years if the District has approved an application for a physical space waiver.
- D. The Enforcement Official will be responsible for review and approval of waivers.

Chapter 6: Requirements for Commercial Edible Food Generators

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large Venue or Large Event operators, not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:
- (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for:
 - (A) the collection of Edible Food for Food Recovery; or,

- (B) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
- (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
- (4) Allow the District's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
- (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or Food Recovery Organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- D. If the Enforcement Official makes a request, then within 30 days of the request, Tier One Commercial Edible Foods Generators and Tier Two Commercial Edible Food Generators shall provide a Food Recovery report to the District that includes the following information:
 - (A) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (B) The quantity of food, measured in annual pounds recovered, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

- (C) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

- E. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State on September 25, 2017, which added Article 13 (commencing with Section 49580) to Chapter 9 of Part 27 of Division 4 of Title 2 of the State Education Code, and amended Section 114079 of the State Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time.

Chapter 7: Requirements for Food Recovery Organizations and Services

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

- C. Food Recovery Organizations and Food Recovery Services shall inform Generators about State Food and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).

- D. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the District and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the District the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than July 1 of each year, commencing in 2023.
- E. Food Recovery Services and Food Recovery Organizations operating in the District shall provide information and consultation to the District, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the District and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the District shall respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the District.

Chapter 8: Requirements for Haulers, Facility Operators and Community Composting Operations

A. Requirements for Haulers

- (1) Haulers providing residential, Commercial, or industrial Organic Waste collection services to Generators within the District's boundaries shall meet the requirements and standards of 14 CCR, Division 7, Chapter 12 as a condition of approval of contract, agreement, or other authorization to collect Organic Waste.
 - (2) Through written notice to the District, haulers shall identify the facilities to which they will transport Organic Waste.
 - (3) Haulers providing Organic Waste collection services shall comply with the applicable requirements of 14 CCR, Division 7, Chapter 12, Chapter 3.
 - (4) Haulers providing residential, Commercial industrial Organic Waste collection services shall transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - (5) Haulers providing residential, Commercial industrial Organic Waste Collection Services shall obtain applicable approval of the District pursuant to 14 CCR Section 18988.1 and keep a record of the documentation of its approval by the District.
- B. Paragraph (a) of this section is not applicable to a hauler that consistent with Article 1, Chapter 9, Part 2, Division 30, commencing with Section 41950 of the Public Resources Code, is transporting Source Separated Organic Waste to a Community Composting site or to a hauler that is lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and applicable requirements of this Code.

- C. Requirements for Facility Operators and Community Composting Operations
- (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly owned treatment works shall, upon the District's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the District shall respond within 60 days.
 - (2) Community Composting operators, upon the District's request, shall provide information to the District to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the District shall respond within 60 days unless a shorter timeframe is otherwise specified by the District.

Chapter 9: Self-Hauler Requirements

In addition to any other requirements for Self-Haulers:

- A. Self-Haulers of Organic Waste shall comply with the requirements in 14 CCR Section 18988.3.
- B. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that the District otherwise requires Organic Waste Generators to separate for collection in the District's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Section 18984.1, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- C. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- D. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) and Single-Family Organic Waste Generators shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; each business issued a self-haul permit shall, every calendar quarter, on or before April 15, July 15, October 15, and January 15, file a report detailing the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.
 - (2) The amount of material in cubic yards or tons transported by the Generator to each entity.

- (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- F. Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in paragraph (c) of this section to the District, if requested.

Chapter 10: Compliance with CALGreen Recycling Requirements

- A. In addition to any other requirements of this, the following requirements also apply:
 - (1) For projects covered by the California Green Building Standards Code, 24 CCR, Part 11, the applicants must, as a condition of the District's permit approval, comply with the following:
 - (A) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of materials, consistent with the collection program offered by the District's franchised hauler, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019 and effective January 1, 2020.
 - (B) Where new commercial construction or additions will result in more than 30% of the floor area, provide readily accessible areas identified for the storage and collection of materials, consistent with the collection program offered by the District, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019 and effective January 1, 2020.
- B. For Organic Waste commingled with C&D, the requirements of 24 CCR Sections 4.408.1 and 5.408.1, as amended July 1, 2019 and effective January 1, 2020 shall be complied with.

Chapter 11: Model Water Efficient Landscaping Ordinance Requirements

Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the District, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B)

(C), (D), and (G) of the MWELo, including sections related to use of Compost and mulch, as amended September 15, 2015.

Chapter 12: Procurement Requirements for Direct Service Providers and Vendors

Direct service providers to the District and all vendors providing Paper Products and Printing and Writing Papers must comply with the District's policy regarding recovered organic waste product procurement, including Recycled-Content Paper procurement.

Chapter 13: Inspections and Investigations by the District

- A. District representatives and/or its designated entity, including Designees, are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this Chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow the District, its Designees, or agents to enter the interior of a private residential property for inspection. Inspections of collection containers used at private residential properties is to be performed by the District or designee at the normal location where collection is performed (for example curbside pickup or where the District's collection service normally is allowed access by the private residential property owner). For the purposes of inspecting Commercial Business containers for compliance with this Article, the District may conduct container Inspections for Prohibited Container Contaminants.
- B. A regulated entity shall provide or arrange for access during all Inspections (with the exception of single family properties and multi-family property interiors) and shall cooperate with the District representative and/or its designated entity, including Designees, during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for:
- (1) access to an entity's premises;
 - (2) installation and operation of Remote Monitoring equipment; or,
 - (3) access to records for any Inspection or investigation
- is a violation of this Chapter and may result in penalties described herein.
- C. Any records obtained by the District during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in State Government Code Section 6250 et seq.

- D. The District representative, its Designees and agents are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this Ordinance, subject to applicable laws. Remote monitoring shall not be allowed on any residential property.
- E. The District shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints in accordance with by 14 CCR Section 18995.3.

Chapter 14: Enforcement

- A. Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the Enforcement Official. Enforcement Actions under this Chapter are issuance of an administrative citation and assessment of a fine. The District's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Chapter and any rule or regulation adopted pursuant to this Article, except as otherwise indicated in this Article. Other remedies allowed by law may be used, including civil action or prosecution as a misdemeanor or infraction. The District may pursue civil actions in the State courts to seek recovery of unpaid administrative citations. The District may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of District staff and resources.
- B. Enforcement pursuant to this Chapter may be undertaken by the Enforcement Official.
- C. Fines for Violations. The fines for violations of the provisions of this Chapter are as follows, subject to modifications by resolution of the District Board of Directors:
 - (1) For a first violation, the penalty shall be \$50 per violation.
 - (2) For a second violation, the penalty shall be \$100 per violation.
 - (3) For a third or subsequent violation, the penalty shall be \$250 per violation.
- D. Compliance Deadline Extension Considerations

The District may extend the compliance deadlines set forth in a Notice of Violation if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals;
or,

- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the District is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

Section 2 CEQA. The District Board of Directors finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the District) for the protection of the environment.

Section 3. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The District Board of Directors hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 4. OPERATIVE DATE OF ORDINANCE. This Ordinance shall become operative on March 19th, 2022.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Rubidoux Community Services District this 3rd day, of March, 2022.

Hank Trueba Jr.
President

ATTEST:

Jeffrey D. Sims
District Secretary

CERTIFICATION

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

RUBIDOUX COMMUNITY SERVICES DISTRICT

I, Jeffrey D. Sims, Secretary of the Rubidoux Community Services District, do hereby certify that the foregoing Ordinance No. 2021-129 was duly introduced at a meeting of the District Council of the District of Jurupa Valley on the 3rd day of February, 2022, and thereafter at a regular meeting held on the 3rd day of March, 2022, it was duly passed and adopted by the following vote of the District Board of Directors:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the District of Jurupa Valley, California, this 3rd day of March, 2022.

Jeffrey D. Sims,
Secretary, Rubidoux Community Services District

12. DIRECTORS COMMENTS – NON-ACTION

13. ADJOURNMENT