Rubidoux Community Services District

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

NOTICE AND AGENDA FOR THE RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD MEETING

Thursday, January 19, 2023, at 4:00 PM

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

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

Note the following:

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

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

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

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

  +1 669 900 9128
  +1 346 248 7799

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

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

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

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

1. Call to Order – Bernard Murphy, President
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes for January 5, 2023, Regular Meeting
5. Consideration to Approve January 20, 2023, Salaries, Expenses and Transfers
6. Public Comment

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

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

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

7. Correspondence and Related Information:

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

    a) Operations Report

    b) Emergency and Incident Report

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

ACTION ITEMS:

9. Receive and File Statement of Cash Asset Schedule Report Ending December 2022: **DM 2023-04**

10. Consideration to Increase Rubidoux Community Services District Board of Director Stipend: **DM 2023-05**

11. Consider Award of Professional Services Contract with Krieger and Stewart for Design of Leland J. Thompson Water Treatment Plant Fe/Mn Filtration System Backwash Supply Pipeline: **DM 2023-06**

12. Consider Award of Professional Services Contract with Krieger and Stewart for Preparation of the 2022 Consumer Confidence Report: **DM 2023-07**

13. Consider Award of Professional Services Contract with Pringle and Associates for Inspection and Construction Management & Oversight for the Modernization of the District's Administration Building at 5473 Mission Blvd: **DM 2023-08**

14. Consider Award of Professional Services Contract with Webb and Associates for Due Diligence Services Related to Property Acquisitions at the District at Jurupa Valley for Future Well Sites and Expansion of the Leland Thompson Water Treatment Facility: **DM 2023-09**

15. Directors Comments - Non-action

16. Adjournment

4. Approval of Minutes for January 5, 2023, Regular Meeting

MINUTES OF REGULAR MEETING
January 5, 2023
RUBIDOUX COMMUNITY SERVICES DISTRICT

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

DIRECTORS ABSENT:

STAFF PRESENT: Brian Laddusaw, General Manager
Ted Beckwith, Director of Engineering
Martha Perez, Customer Service/AP Manager
Miguel Valdez, Director of Operations
Melissa Trujillo, HR Generalist

*Modification to the Agenda. Call to Order by President Bernard Murphy.

Call to order: the meeting of the Board of Directors of the Rubidoux Community Services District by President Murphy, at 4:00 P.M., Thursday, January 5, 2023, by teleconferencing at District Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

ITEM 4. APPROVAL OF MINUTES

Approval of Minutes for December 15, 2022, Board Meeting.

Director Trueba moved, and Director Muniz seconded to approve the December 15, 2022, Regular Board Minutes as presented.

Roll call:

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

The motion was carried unanimously.

ITEM 5. Consideration to Approve the January 6, 2023, Salaries, Expenses and Transfers.

Consideration to Approve the January 6, 2023, Salaries, Expenses and Transfers.

Director Trowbridge moved, and Director Trueba seconded to Approve the January 6, 2023, Salaries, Expenses and Transfers.

Roll call:

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

The motion was carried unanimously.

ITEM 6. PUBLIC ACKNOWLEDGE OF NON-AGENDA MATTERS

Paul Toor, Director of Public Works for the City of Jurupa Valley was present in the audience. He introduced himself to the Board.

ITEM 7. CORRESPONDENCE AND RELATED INFORMATION

There was an article on the Department of Water Resources State Water Project initial allocations set for 5% of requested supplies for 2023. The SWP provides water to 29 public water agencies that serve 27 million Californians.

Currently the California aqueduct watershed is above the average water year. It is hoped that the water has a good snowpack in both the watersheds. The district is still just groundwater. It could affect RCSD in the future.

ITEM 8. MANAGER'S REPORT

Operations Report:

Presented at the second board meeting of the month.

Emergency and Fire Report:

Presented at the second board meeting of the month.

Brian Laddusaw updated the Board on Accounts Receivable as he has been doing quarterly for the past year. The last update was in September 2022. There has been a reduction since the end of the moratorium of approximately $330,000. The balance is about $30,000. He commended staff working with customers and reducing the balance.

Water Sales – We've been selling water to JCSD since April 2022. Last FY we sold just under 600 AF amounting to $350,000. YTD in our current FY we have sold just under 900 AF, amounting to about $938,000. We are currently not selling to JCSD during the Winter months.

SB 998 - The District has to extend payment arrangements. As of December 29, 2022 the District has 12 customers left on payment arrangements. United Lift hasn't changed. SWRCB was a one and done; so that hasn't changed and the LIHWAP (the most recent) we've had a few more customers take part in that program.

Updates on the Fire Station Sign – The sign will be installed weather permitting.

Staffing update – Jeff Sims and Brian Jennings are officially retired. Melissa started last month. We have a few openings which we are working towards filling by early February.

ITEM 9. Consider Professional Services Agreement for Engineering Services Associated with the Purchase of Land for the Future Goldenwest Booster Pump Site from the City of Jurupa Valley. DM 2023-01.

BACKGROUND

The Rubidoux Community Services District ("District") was successful in securing a grant in the amount of $300,000 to procure three generators under the CalOES FY 20-21 Community Power Resiliency ("CPR") Program. Purchase orders for the generators have been issued with expected delivery dates in 2023. Additionally, the Board of Directors recently approved the District's 2022 Water Master Plan ("Water Master Plan"). Within the Water Master Plan, the refurbishment and expansion of the aged booster station on Golden West Avenue, commonly called the "Golden West Booster Station" is identified. Installation of a generator and expansion of the Golden West Booster Station is critical to the District's continued ability to reliably provide water service to the Hunter Pressure Zone and Skyline Pressure Zone.

There is inadequate space at the existing Golden West Booster Station to add a generator. In 2022, staff began negotiations with the City of Jurupa Valley to lease land within the public right-of-way owned by the City of Jurupa Valley("City") between the roadways of Golden West Avenue and Limonite Avenue. The space sought for acquisition will be sufficient in size for the replacement pump station and generator. To install the generator as expeditiously as possible the District's original plan was to lease the land from the City of Jurupa Valley until purchase terms could be negotiated and finalized.

Webb and Associates ("Webb") is working with the District on the plans and contract documents and has provided the District a legal description and plat map to describe the lease area and the placement of the generators and future booster pumps at the new Golden West Booster Site. Webb and Associates is in process of developing Landscape Plans under a Professional Services Contract issued pursuant to DM 2022-91. Additionally, Webb and Associates prepared the 2022 Water Master Plan as well as the 2022 Wastewater Master Plan.

Recently the District asked for clarification from CalOES on whether the Generators under the grant need to be sited or just purchased. CalOES replied to the District the Generators only need to be purchased with the funds from the Grant but the funds must be expended by March 1, 2023. With this information in hand, it became less urgent to obtain the land via a lease agreement with the City; consequently, the District can now proceed to purchase rather than lease the land. Staff therefore made the decision to proceed with purchasing the land from the City of Jurupa Valley. Purchasing the land requires more due diligence and research than does leasing the land,

therefore taking more time to accomplish. Part of the process of purchasing the land requires a Pro Forma Title Report and a Phase 1 Environmental Study.

As Webb has been working on this project and is familiar with it, Staff requested Webb aid the District by providing a Pro Forma Title Search and Phase 1 Environmental Study as well as Engineering Support Services necessary to purchase the property from the City Staff received a proposal from Webb to prepare the Pro Forma Title Report, Phase 1 Environmental Study and Related Engineering Support Services for the purchase of land in the right-of-way between Golden West Avenue and Limonite Avenue. This proposal is in the amount of $10,552. Staff believes it is too prudent to have a contingency for this work in the amount of $1,448, bringing the total to $12,000. Line 76 of the Water Fund Budget in the approved 2022-23 Fiscal Year Budget includes $100,000 of which approximately $85,000 has not been encumbered for the CalOES Generator Project and is available for use. Staff purposes using $12,000 of this appropriation for the preparation of a Pro Forma Title Report. Phase I Environmental Study, and Related Engineering Support Services for due diligence associated with the purchase of this land.

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

1. **Appropriate $12,000 from Line 76 of the Water Fund Budget for preparation of the landscape plans.**

2. **Sign a Task Order in the amount of $10,522 with Webb and Associates to prepare the Pro Forma Title Report, Phase 1 Environmental Study and associated Engineering Support Services.**

Roll call:

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

The motion was carried unanimously.

ITEM 10. Acceptance for Recordation of Easements for Agua Mansa Commerce Park. DM 2023-02.

BACKGROUND

Some time ago, the Rubidoux Community Services District ("District") annexed into its boundary an area of land near El Rivino Rd. and the Riverside Cement Company, a development called Agua Mansa Commerce Park, under Parcel Map 37528. The development consisted of several large industrial warehouse buildings. Associated streets, parking lots and utilities. The Agua Mansa Commerce Park Phase I, II and III, LLC ("Developer") designed and subsequently built, under District inspection and oversight utilizing Krieger and Stewart Engineers, both new sewer and water pipelines which will soon be dedicated to the District via a Gant Deed and Bill of Sale. Additionally, there are several easements necessary for the District to access waste

discharge monitoring manholes, blow off devices and fire hydrants that are on Developer owned property.

Furthermore, the sewer and water pipelines serving this Development cross property owned by CalPortland Company. An additional easement from CalPortland in favor of the District is required for the District to have future access to the pipelines for operations and maintenance. This is a singular access easement for both sewer and water pipelines.

The District has worked with the Developer's engineer with the aid of Krieger and Stewart to identify and create these necessary access easements in favor of the District from both the Developer and CalPortland. The easements, which consist of both Metes and Bounds Legal Descriptions and Plat Maps, conform to the requirements of the District and are attached to this board letter for consideration. Krieger and Stewart provided a letter indicating these easements are correct and meet the requirements of the District in regard to easements.

Finally, the District needs to Sign a Certificate of Acceptance and record the Easements with the County. A copy of the Certificate of Acceptance for easements granted to the District from each entity is attached to this board letter.

The District has not established a set precedent when it comes to accepting and recording easements. Staff consulted with District Counsel John Harper in regard to the acceptance of easements and was advised easements can be accepted by Board Action on an agenda item without the necessity of a separate Resolution. Therefore, no Resolution has been prepared.

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

1. **Accept the Easements for the District's Use.**

2. **Have the Board President sign the Certificate of Acceptance of the Easements and authorize the General Manager to sign attesting to the Certificate of Acceptance.**

3. **Authorize District Staff to record the Easements with the County of Riverside Recorder's Office.**

Roll call:

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

The motion was carried unanimously.

ITEM 11. Update on Water Supply Actions by Metropolitan Water District. DM 2023-03.

BACKGROUND

Metropolitan Water District ("MWD") on average imports about half of the water used in Southern California from the Colorado River and from the Northern Sierra, via the State Water Project ("SWP"). The tributary to the Colorado River has been in a 20-year drought period, and the last 3-years in California have been the driest in California's recorded history. This has resulted in Lake Mead and Lake Powell at their lowest water levels since they were being filled when build and record low SWP deliveries.

The attached news release from MWD dated December 14, 2022 provides a high-level overview of the water supply problems facing Southern California and MWD agencies dependent on MWD imported supplies. In the absence of a greater than normal wet winter, there will be continued calls for water conservation. MWD in 2008 adopted its Water Supply Allocation Plan ("WSAP") allowing it to make mandatory water conservation requirements and assess surcharges if agencies exceed their imported water supply allocation. Per the Draft resolution of MWD, MWD is declaring a regional drought condition for its entire service area and calling all MWD member agencies:

1. Review the adequacy of their current drought response measures.

2. Make all reasonably practicable changes in their operations to reduce their use of MWD's SWP and Colorado River Supplies, including those already in storage.

3. Immediately mandate and implement such conservation requirements, water-use efficiency measures, and drought-related limitations as appropriate to reduce the use of MWDs SWP and Colorado River supplies, including those already in storage. These measures should reflect actions identified in adopted Water Supply Conservation Plans ("WSAP") at a minimum Level 2 and recommended Level 3 as appropriate for their specific local conditions.

Western Municipal Water District ("Western") is a member agency of MWD and as such Western is subject to MWDs WSAP. It is anticipated Western will pass through supply allocations and surcharges consistent with MWDs WSAP on all agencies within its service area. The water supply allocations will be on imported supply, which Rubidoux Community Services District ("District") currently does not receive.

Although the District currently receives no imported water supply and continues to have sufficient local groundwater supplies, obtaining access to imported water supply remains a long-term goal of the District. Imported water supply will improve water quality, and diversity of the District's overall supply portfolio. MWD and the state of California are realizing continued investment in storage, and conveyance along with recycling will better address capture and use of available supplies during cyclical drought conditions. Historically the state and MWD have been reliable in meeting water supply needs, and it is anticipated this will continue.

As the Board may recall the District worked with several agencies to MWD to wheel up to 2,000 AFY of low TDS imported water to the District through a physical interconnection with West Valley Water District. A five-party agreement was approved by four of the five involved water

agencies, wit MWD not approving due to water supply concerns over the past two years. The District needs low TDS water to use as a diluent to lower the TDS concentration of its wastewater sent to the City of Riverside. Staff continues to monitor this matter with Western as a member agency of MWD and working with Western for other alternatives to increase low TDS water supply to the District. Other water supplies being investigated include purchase and conveyance of local groundwater supplies withing the Bunker Basin. If these supplies can be secured, they would be wheeled through the same facilities the District would use to get imported MWD water to West Valley Water District and then to the District. The District has already designed the physical intertie with West Valley Water District and ready to bid and build once securing an agreement with MWD for imported water or securing an agreement for local groundwater out of Bunker Basin.

In late December 2022, the District received and reviewed a revised agreement from MWD which is materially the same as the agreement approved by the Board in 2022. This revised agreement is editorial in nature but the content and intent are the same as that approved by the Board previously. Staff has obtained an opinion from District Counsel that this agreement does not need new board action for expediency of approval from all five parties but is included as an attachment to this DM for Board review. Western Municipal Water District also is not going back to their board with these editorial changes.

This Directors Memorandum is informational only and no action is requested. Staff continues to monitor state, MWD, Western and local agency actions related to water supply with the goal of securing a physical connection to enhance water supply and quality.

Information item only.

ITEM 12. Directors Comments

Director Murphy distributed the committee assignments. Regarding agenda items and the Zoom call ins. He would like to get some input from the board at the next meeting on having some agenda items time certain so if there is a known guest coming in, they would know what time they would be coming in/on. He would like to have the Closed Sessions early, possibly before the meeting starts. He would again like the board's input at the next meeting. (possibly start those meetings at 3:30)

If the governor ends the COVID emergency in February, are we going to continue to have the Zoom meetings or not? We'll need to know what we are going to do about that by the March meetings.

Director Murphy adjourned the meeting at 4:40 PM.

5. Consideration to Approve January 20, 2023, Salaries, Expenses and Transfers

RUBIDOUX COMMUNITY SERVICES DISTRICT
JANUARY 19, 2023 (BOARD MEETING)
FUND TRANSFER AUTHORIZATION

NET PAYROLL 1/20/23	77,000.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 1/23/23	33,000.00
WIRE TRANSFER: STATE PAYROLL TAXES 1/23/23	7,500.00
WIRE TRANSFER: TO CREDIT UNION	3,000.00
WIRE TRANSFER: PERS RETIREMENT	18,611.00
WIRE TRANSFER: SECTION 125	244.00
WIRE TRANSFER: SECTION 457 AND 401(A)	1,802.00

CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:

1/20/2023	WATER FUND TO GENERAL FUND-Payables	60,031.87
	WATER FUND TO GENERAL FUND-Trash	178,884.19
	WATER FUND TO SEWER FUND	112,514.69
	SEWER FUND TO GENERAL FUND-Payables	138,356.50

INTERFUND TRANSFERS:

1/20/2023	SEWER FUND CHECKING TO LAIF SEWER OP	-
	LAIF SEWER OP TO SEWER FUND CHECKING	26,000.00
	GENERAL FUND CHECKING TO LAIF SEWER ML	-
	GENERAL FUND CHECKING TO LAIF PROP TAX	615,000.00
	GENERAL FUND CHECKING TO LAIF FIRE MITIGATION	-
	GENERAL FUND PROP TAX TO GENERAL FUND CHECKING	761,000.00
	GENERAL FUND CHECKING TO SEWER FUND CHECKING	-
	WATER FUND CHECKING TO LAIF-COP PAYBACK	61,000.00
	WATER FUND CHECKING TO LAIF-W.R.	9,000.00
	WATER FUND CHECKING TO GENERAL FUND CHECKING	16,007.63
	WATER FUND CHECKING TO LAIF WATER RESERVE	-
	WATER FUND CHECKING TO LAIF WATER OP	150,000.00
	WATER FUND CHECKING TO LAIF WATER ML	-
	LAIF FIELD/ADMIN BLDG TO LAIF WATER OP	16,007.63
	LAIF WATER OP TO LAIF FIELD/ADMIN BLDG	-

NOTES PAYABLE

DESCRIPTION	BALANCE		PAYMENT	DUE DATE
U.S. Bank Trust (1998 COP's Refunding)	1,345,000	Prin.	625,000	Jun-23
U.S. Bank Trust (1998 COP's Refunding)	103,785	Intr.	50,235	Jun-23
MN Plant-State Revolving Loan	3,470,293	Prin.	137,493	Jul-23
MN Plant-State Revolving Loan	535,862	Intr.	44,605	Jul-23

AP Enter Bills Edit Report

Rubidoux Community Services District (RCSACT)

1/12/2023 8:56:31 AM **Batch: AAAASS**

Tr. #	Vendor				Credit Card Vendor				Invoice #
PO Number		Inv Date	Paid Out	Immediate	Check #		Due Date	Discount Date	Discount
GL Date		Immediate	GL Account		Credit Card	CC Reference #		Payment Date	Total Invoice
1	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN								CL22133-0267
CL22133-0267		12/30/2022	N	N			01/29/2023	12/30/2022	$0.00
01/19/2023					N				$30.00
2	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN								CL22134-0267
WATER ANALYSES		12/30/2022	N	N			01/29/2023	12/30/2022	$0.00
01/19/2023					N				$150.00
3	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN								CA30185-0267
WATER ANALYSES		01/04/2023	N	N			02/03/2023	01/04/2023	$0.00
01/19/2023					N				$2,000.00
4	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN								CA30194-0267
WATER ANALYSES		01/04/2023	N	N			02/03/2023	01/04/2023	$0.00
01/19/2023					N				$58.00
5	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN								CA30200-0267
WATER ANALYSES		01/04/2023	N	N			02/03/2023	01/04/2023	$0.00
01/19/2023					N				$45.00
6	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN								CA30203-0267
WATER ANALYES		01/04/2023	N	N			02/03/2023	01/04/2023	$0.00
01/19/2023					N				$39.00
7	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN								CA30208-0267
WATER ANALYSES		01/04/2023	N	N			02/03/2023	01/04/2023	$0.00
01/19/2023					N				$1,500.00
8	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN								CA30232-0267
WATER ANALYSES		01/04/2023	N	N			02/03/2023	01/04/2023	$0.00
01/19/2023					N				$555.68
9	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN								CA30235-0267
WATER ANALYSES		01/04/2023	N	N			02/03/2023	01/04/2023	$0.00
01/19/2023					N				$555.68
10	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN								CA30352-0267
WATER ANALYSES		01/05/2023	N	N			02/04/2023	01/05/2023	$0.00
01/19/2023					N				$52.00
11	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN								CA30353-0267
WATER ANALYES		01/05/2023	N	N			02/04/2023	01/05/2023	$0.00
01/19/2023					N				$81.00
12	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN								CA30354-0267
WATER ANALYSES		01/05/2023	N	N			02/04/2023	01/05/2023	$0.00
01/19/2023					N				$26.00
13	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN								CA30356-0267
LAB FEES		01/05/2023	N	N			02/04/2023	01/05/2023	$0.00
01/19/2023					N				$39.00
14	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN								CA30357-0267
LAB FEES		01/05/2023	N	N			02/04/2023	01/05/2023	$0.00
01/19/2023					N				$45.00
15	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN								CA30358-0267
WATER ANALYSES		01/05/2023	N	N			02/04/2023	01/05/2023	$0.00
01/19/2023					N				$58.00
16	CALIFORNIA UNDERGROUND / CALIF UNDERGROUN								22-2302330
UNDERGROUND SFTY BD		01/01/2023	N	N			02/15/2023	01/01/2023	$0.00
01/19/2023					N				$37.82

Tr. # / PO Number / GL Date	Vendor / Inv Date / Immediate GL Account	Paid Out	Immediate	Credit Card Vendor / Check # / Credit Card	CC Reference #	Due Date	Discount Date / Payment Date	Invoice # / Discount / Total Invoice
17	DIG SAFE / DIG SAFE C/O UNDERGROUND SVC ALEF							1220220560
DIG ALERT	01/01/2023	N	N			02/15/2023	01/01/2023	$0.00
01/19/2023				N				$87.00
18	GEOTAB / GEOTAB USA, INC							IN326421
DEC.TRK TRCKER	12/31/2022	N	N			02/14/2023	12/31/2022	$0.00
01/19/2023				N				$415.00
19	GONZALES / GONZALES, MICHAEL							20221229
CONT'D EDU GONZ	12/29/2022	N	N			01/28/2023	12/29/2022	$0.00
01/19/2023				N				$370.50
20	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI							012M2151
PARTS	12/29/2022	N	N			01/28/2023	12/29/2022	$0.00
01/19/2023				N				$73.74
21	HOME DEPOT / HOME DEPOT CREDIT SERVICES							003585/9022937
FIELD TOILET	01/03/2023	N	N			02/02/2023	01/03/2023	$0.00
01/19/2023				N				$214.42
22	HOME DEPOT / HOME DEPOT CREDIT SERVICES							004793/8514241
SUPPLIES	01/04/2023	N	N			02/03/2023	01/04/2023	$0.00
01/19/2023				N				$249.59
23	HOUSTON HARRIS / HOUSTON & HARRIS PCS, INC.							22-24965
HYDROWSH	12/27/2022	N	N			01/26/2023	12/27/2022	$0.00
01/19/2023				N				$4,228.50
24	MERIT OIL / MERIT OIL COMPANY							750822
GASOLINE	12/21/2022	N	N			01/05/2023	12/21/2022	$0.00
01/19/2023				N				$1,350.01
25	MERIT OIL / MERIT OIL COMPANY							752368
DIESEL	12/29/2022	N	N			01/13/2023	12/29/2022	$0.00
01/19/2023				N				$442.48
26	NELCO / NELCO							8253817
CK STOK/1099 FORMS	12/22/2022	N	N			01/21/2023	12/22/2022	$0.00
01/19/2023				N				$299.93
27	RELIABLE / RELIABLE WORKPLACE SOLUTIONS							221224-00006
PRINTER USG	12/24/2022	N	N			01/23/2023	12/24/2022	$0.00
01/19/2023				N				$30.80
28	RODRIGUEZ, CL / RODRIGUEZ, CLAUDIA A.							INVOICE11241
OFC.SHIRTS	12/30/2022	N	N			01/29/2023	12/30/2022	$0.00
01/19/2023				N				$220.82
29	STREAMLINE_DIGITAL / STREAMLINE							B89E97D4-0026
JAN WEBSITE	01/01/2023	N	N			01/31/2023	01/01/2023	$0.00
01/19/2023				N				$400.00
30	SCE / SCE							22D700456862263.A
WTR PMP ENRGY	12/27/2022	N	N			01/16/2023	12/27/2022	$0.00
01/19/2023				N				$22,099.16
31	SCE / SCE							22D700456862263.B
NO3 PH PMP ENRGY	12/27/2022	N	N			01/16/2023	12/27/2022	$0.00
01/19/2023				N				$16,547.74
32	SCE / SCE							22D700456862263.C
FIELD OFC UTLTY	12/27/2022	N	N			01/16/2023	12/27/2022	$0.00
01/19/2023				N				$150.30

$38,797.20

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Rubidoux Community Services District (RCSACT)

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33	SCE / SCE							23J600000522796
STRT LIGHTS	01/03/2023	N	N			01/23/2023	01/03/2023	$0.00
01/19/2023				N				$13,409.96
34	SCE / SCE							23J700244764992
STRT LIGHTS	01/03/2023	N	N			01/23/2023	01/03/2023	$0.00
01/19/2023				N				$128.61
35	THERMAL COOL / THERMAL-COOL, INC.							33399
OFC.HEATER REP	12/29/2022	N	N			01/28/2023	12/29/2022	$0.00
01/19/2023				N				$585.49
36	UPS / UNITED PARCEL SERVICE							0000F908W2502
POSTAGE	12/10/2022	N	N			01/09/2023	12/10/2022	$0.00
01/19/2023				N				$1.35
37	WESTERN MUNICIPAL WATER / WESTERN MUNICIPA							IN14410
OCT 22'BRINE	12/15/2022	N	N			01/14/2023	12/15/2022	$0.00
01/19/2023				N				$1,083.87
38	WESTERN MUNICIPAL WATER / WESTERN MUNICIPA							IN14408
NOV 22 BRINE	12/28/2022	N	N			01/27/2023	12/28/2022	$0.00
01/19/2023				N				$182.78
39	WESTERN MUNICIPAL WATER / WESTERN MUNICIPA							RI4522
JAN 23' BRINE FIXED	01/01/2023	N	N			01/31/2023	01/01/2023	$0.00
01/19/2023				N				$749.94
40	ALADDIN / ALADDIN CLEANING SVC INC							20230101
JAN CLNG SVC	01/01/2023	N	N			01/31/2023	01/01/2023	$0.00
01/19/2023				N				$1,579.00
41	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA30378-0267
WTR ANALYSES	01/06/2023	N	N			02/05/2023	01/06/2023	$0.00
01/19/2023				N				$30.00
42	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA30379-0267
WTR ANALYSES	01/06/2023	N	N			02/05/2023	01/06/2023	$0.00
01/19/2023				N				$60.00
43	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA30381-0267
WTR ANALYSES	01/06/2023	N	N			02/05/2023	01/06/2023	$0.00
01/19/2023				N				$75.00
44	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA30382-0267
WTR ANALYSES	01/06/2023	N	N			02/05/2023	01/06/2023	$0.00
01/19/2023				N				$60.00
45	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS							7456-509944
R&M TRUCK	01/04/2023	N	N			02/03/2023	01/04/2023	$0.00
01/19/2023				N				$26.49
46	DURNEY DON / DURNEY, DON							20230110
GRDNG/WEED ABATE	01/10/2023	N	N			02/09/2023	01/10/2023	$0.00
01/19/2023				N				$2,032.50
47	J THAYER / J THAYER COMPANY, INC							1628882-0
SUPPLIES	01/05/2023	N	N			02/04/2023	01/05/2023	$0.00
01/19/2023				N				$1,238.24
48	J THAYER / J THAYER COMPANY, INC							1629625-0
SUPPLIES	01/09/2023	N	N			02/08/2023	01/09/2023	$0.00
01/19/2023				N				$84.50

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1/12/2023 8:56:31 AM **Batch: AAAASS**

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49	RUHNAU / RUHNAU CLARKE ARCHITECTS							16073
5473 SVCS	12/30/2022	N	N			01/29/2023	12/30/2022	$0.00
01/19/2023				N				$16,007.63
50	SCG / THE GAS COMPANY							23J01302181001
FIELD OFC UTLTY	01/06/2023	N	N			01/27/2023	01/06/2023	$0.00
01/19/2023				N				$21.33
51	SCG / THE GAS COMPANY							2023J17882256005
MAIN OFC UTLTY	01/06/2023	N	N			01/27/2023	01/06/2023	$0.00
01/19/2023				N				$428.83
52	SCG / THE GAS COMPANY							2023J05925730565
FIRE STN UTLTY	01/06/2023	N	N			01/27/2023	01/06/2023	$0.00
01/19/2023				N				$583.22
53	SCG / THE GAS COMPANY							23J12013321489
5473 OFC UTLTY	01/06/2023	N	N			01/27/2023	01/06/2023	$0.00
01/19/2023				N				$16.27
54	VERIZON WIRELESS / VERIZON WIRELESS							9924224051
DEC.CEL PHN CHGS	01/01/2023	N	N			01/24/2023	01/01/2023	$0.00
01/19/2023				N				$589.84
55	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CA30484-0267
WTR ANALYSES	01/09/2023	N	N			02/08/2023	01/09/2023	$0.00
01/19/2023				N				$72.00
56	RIVERSIDE CITY / RIVERSIDE CITY							00268694.A
NOV TRTMNT	12/19/2022	N	N			01/19/2023	12/19/2022	$0.00
01/19/2023				N	4129, 4112.42			$113,900.73
57	RIVERSIDE CITY / RIVERSIDE CITY							00268694.B
NOV.SRCH	12/19/2022	N	N			01/19/2023	12/19/2022	$0.00
01/19/2023				N				$15,511.69
58	C WELLS / C. WELLS PIPELINE MATLS, INC							SINV22-4352
PARTS	12/31/2022	N	N			01/30/2023	12/31/2022	$0.00
01/19/2023				N				$1,446.38
59	EAGLE / EAGLE ROAD SVC & TIRE							1-196859
R&M TRUCK	01/05/2023	N	N			02/04/2023	01/05/2023	$0.00
01/19/2023				N				$614.38
60	HACH CO. / HACH COMPANY							13412728
CHEMICALS	01/06/2023	N	N			02/05/2023	01/06/2023	$0.00
01/19/2023				N				$801.72
61	HARPER BURNS LLP / HARPER & BURNS LLP							20230101
DEC. LGL SVC	01/01/2023	N	N			01/31/2023	01/01/2023	$0.00
01/19/2023				N				$2,465.00
62	IB CONSULT / IB CONSULTING, LLC							19337
COSS	10/07/2022	N	N			11/06/2022	10/07/2022	$0.00
01/19/2023				N				$5,340.00
63	INLAND / INLAND EMPIRE PROPERTY SERVICES, INC							S1062333.001
PARTS	01/04/2023	N	N			02/03/2023	01/04/2023	$0.00
01/19/2023				N				$645.14
64	KH METALS / KH METALS & SUPPLY							0624343-IN
PARTS	01/05/2023	N	N			02/04/2023	01/05/2023	$0.00
01/19/2023				N				$139.07

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Rubidoux Community Services District (RCSACT)

1/11/2023 9:31:57 AM **Batch: AAAASS**

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65	LILLESTRAND / LILLESTRAND LEADERSHIP CONSUL						7764
CONSULTING-LADD-BECK	12/31/2022	N	N			01/30/2023 / 12/31/2022	$0.00
01/19/2023				N			$1,193.75
66	MASTER'S / MASTER'S SERVICES (GLACIER)						000000202929
BTL WTR	01/04/2023	N	N			02/03/2023 / 01/04/2023	$0.00
01/19/2023				N			$55.50
67	MCMASTER-CARR / McMASTER-CARR SUPPLY CO						90364595
SUPPLIES	01/03/2023	N	N			02/02/2023 / 01/03/2023	$0.00
01/19/2023				N			$52.00
68	PUMP CHECK / PUMP CHECK						9294
METER TESTING	01/09/2023	N	N			02/08/2023 / 01/09/2023	$0.00
01/19/2023				N			$810.00
69	VARNER / VARNER & BRANDT LLP						18872M
DEC.LEGL CNSLT	12/31/2022	N	N			01/30/2023 / 12/31/2022	$0.00
01/19/2023				N			$2,332.80
70	WATER RESOURCES / WATER RESOURCES ECONOM						0000154
DEC COSS	12/29/2022	N	N			01/28/2023 / 12/29/2022	$0.00
01/19/2023				N			$2,402.68
71	BRINKS / BRINKS INC						12162121
JAN 23" ARMRD SVC	01/01/2023	N	N			01/31/2023 / 01/01/2023	$0.00
01/19/2023				N			$1,278.80
72	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC						1228-01-1023.A
COMM TRSH	01/11/2023	N	N			02/10/2023 / 01/11/2023	$0.00
01/19/2023				N			$42,800.66
73	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC						12-28-01-1023.B
RES TRSH	01/11/2023	N	N			02/10/2023 / 01/11/2023	$0.00
01/19/2023				N			$136,083.53
74	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC						12-28-01-1023.C
RCSD SHR COMM	01/11/2023	N	N			02/10/2023 / 01/11/2023	$0.00
01/19/2023				N			($5,564.09)
75	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC						12-28-01-1023.D
RCSD SHR RES	01/11/2023	N	N			02/10/2023 / 01/11/2023	$0.00
01/19/2023				N			($3,517.31)
76	RING BENDER / RING BENDER LLP						11469
CITY RVSD APPEAL	01/06/2023	N	N			02/05/2023 / 01/06/2023	$0.00
01/19/2023				N			$1,241.00

$169,302.79

Grand Totals

Total Direct Expense:	$420,613.85
Total Direct Expense Adj:	($9,081.40) ①
Total Non-Electronic Transactions:	$411,532.45 ②

Report Summary

Report Selection Criteria

Report Type:	Condensed	
	Start	**End**
Transaction Number:	Start	End

① $9,081.40

9,081.40 Tri-Co

0.00

② $411,532.45

411,532.45 x-f- Sch.

0.00

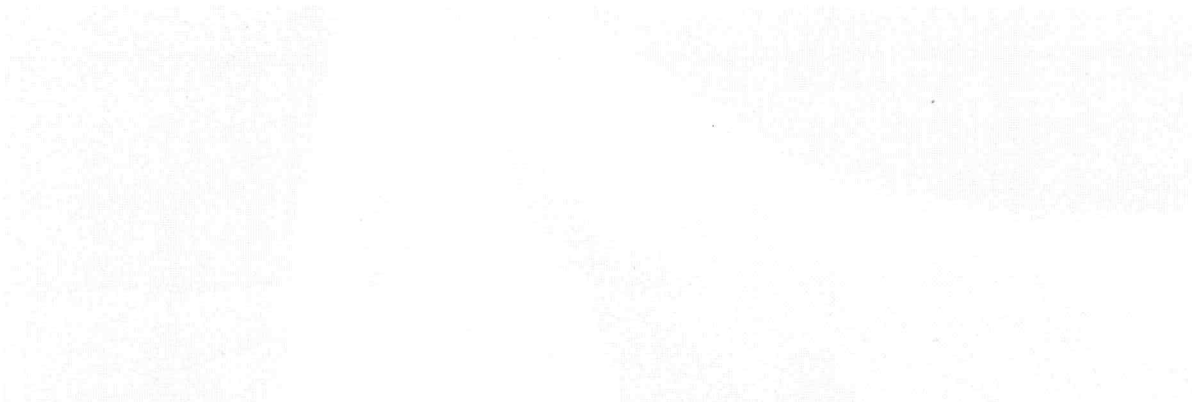
MD 1-12-23

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

7. Correspondence and Related Information:

a) Article from kron4.com – California reservoirs rise after weeks of storms drench the state: See how much

b) Article from wired.com – The Key to California's Survival Is Hidden Underground



CALIFORNIA

California reservoirs rise after weeks of storms drench the state: See how much

In an aerial view, water flows down the spillway at Nicasio Reservoir after days of rain have brought the reservoir to near capacity on January 09, 2023 in Nicasio,...
Read More

by: Tori Gaines
Posted: Jan 15, 2023 / 01:44 PM PST
Updated: Jan 15, 2023 / 09:02 PM PST

(KRON) — After weeks of atmospheric rivers, bomb cyclones and Pineapple Express moisture, California reservoir levels have seen a steep rise.

On Sunday, the National Weather Service shared an infographic from the Department of Water Resources, which laid out just how much California's reservoirs have filled after weeks of heavy rain.

While none of the major reservoirs are at capacity – in fact, many are still less than half full – many are at or above their historical average for this point in the rainy season. Oroville, for example, is at 54% capacity, but 99% of where it usually is in mid-January.

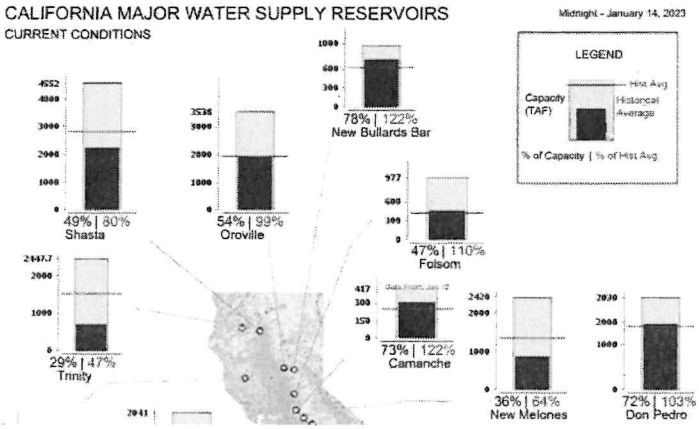
But three years of drought has left the state begging for more water. Experts say it will take more than a few weeks of rain to fix California's long-term water problems.

Reservoir levels are measured using acre-feet, or AF, a common measurement for water. One acre-foot equals about 326,000 gallons, according to the Water Education Foundation.

Northern California

Reservoirs in NorCal have been at lower levels over the past year, with Shasta reservoir sitting at 29% of capacity in November 2022. Shasta was under 1.5 million AF on Jan. 1, but, in the past two weeks, over 700,000 AF of water has been dumped into the reservoir.

- Shasta — 49% of capacity, 80% of historical average
- Trinity — 29% of capacity, 47% of historical average
- Sonoma — 57% of capacity, 99% of historical average
- Oroville — 54% of capacity, 99% of historical average
- New Bullards Bar — 78% of capacity, 122% of historical average
- Folsom — 47% of capacity, 110% of historical average

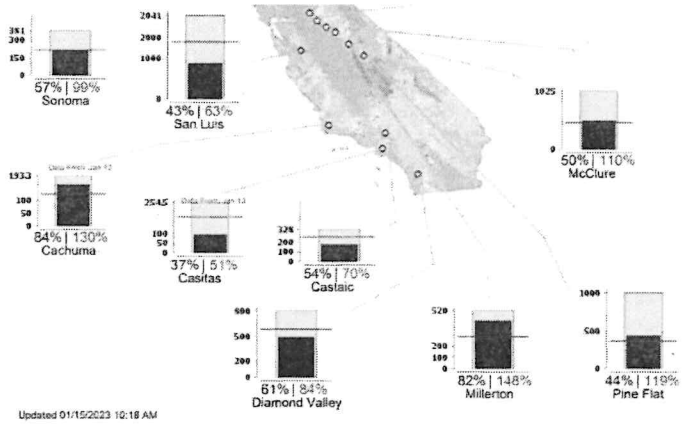


(Photo courtesy of Dept. of Water Resources)

Central California

Reservoirs across Central California were some of the driest in the past year. The Pine Flat reservoir near Fresno was at a shockingly low 16% of total capacity in November 2022. Pine Flat more than doubled its water levels since the start of 2023. On Jan. 1, the reservoir started with just over 200,000 AF, but after two weeks of storms is now sitting at 440,784 AF.

- Camanche — 73% of capacity, 122% of historical average
- New Melones — 36% of capacity, 64% of historical average
- Don Pedro — 72% of capacity, 103% of historical average
- McClure — 50% of capacity, 110% of historical average
- Pine Flat — 44% of capacity, 119% of historical average
- Millerton — 82% of capacity, 148% of historical average
- San Luis — 43% of capacity, 63% of historical average



(Photo courtesy of Dept. of Water Resources)

Southern California

Though some SoCal reservoirs are still at low levels, Cachuma Reservoir, located in Santa Barbara County is only 16% below capacity, and is 30% higher than it has been on the same date historically.

- Cachuma — 84% of capacity, 130% of historical average
- Casitas — 37% of capacity, 51% of historical average
- Castaic — 54% of capacity, 70% of historical average
- Diamond Valley — 61% of capacity, 84% of historical average

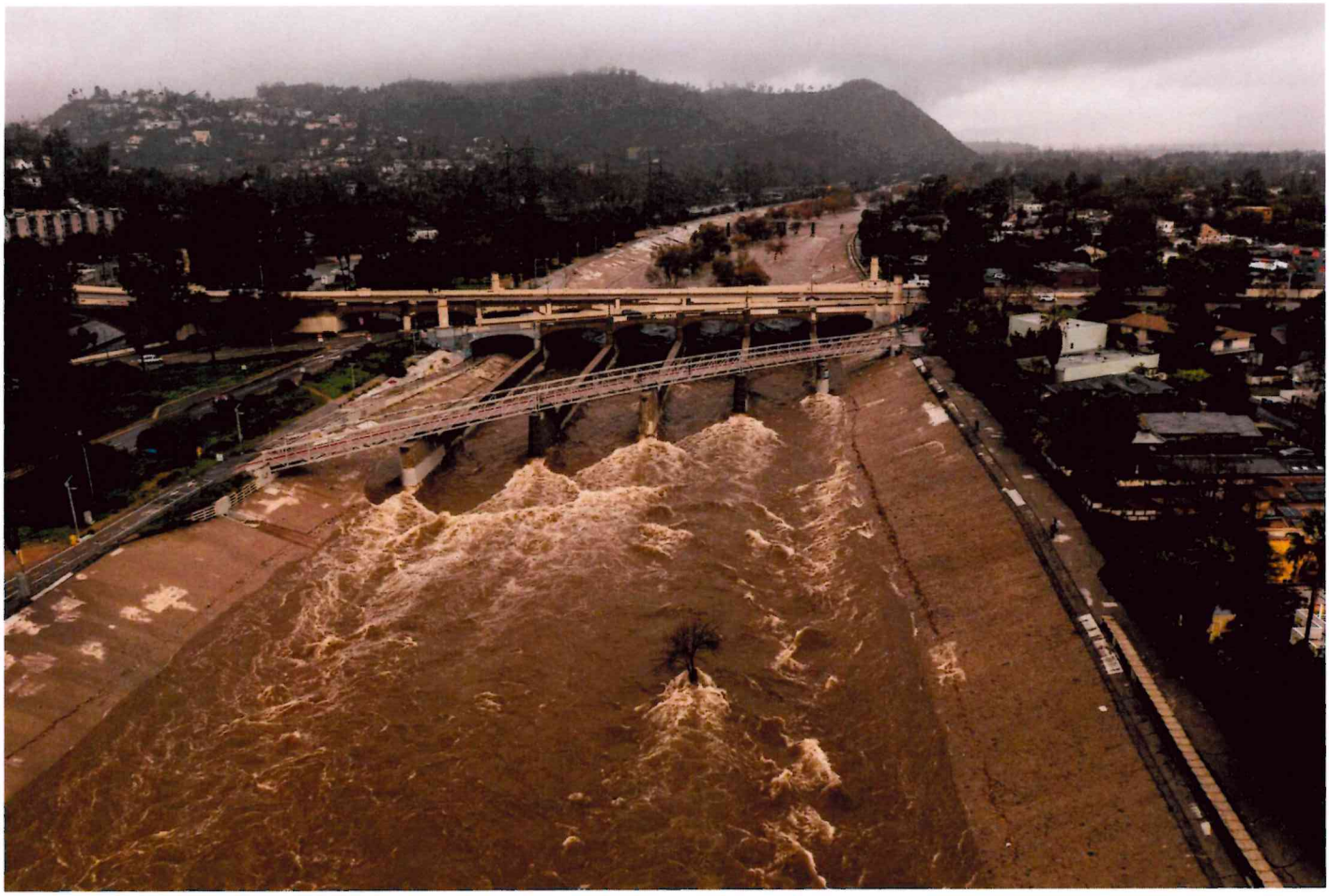
The precipitation has been welcomed across drought-ridden California, but with it has come flooding, mudslides and downed trees across the state. According to meteorologists with KRON4, the wet weather should take a break by the third week of January, or next week.

Data measuring reservoir levels is available on the Dept. of Water Resources website, along with historical average levels for this date for each of the reservoirs.

MATT SIMON Jan 13, 2023 5:00 PM SCIENCE

The Key to California's Survival Is Hidden Underground

The state is ping-ponging between severe drought and catastrophic flooding. The solution to both? Making the landscape spongier.



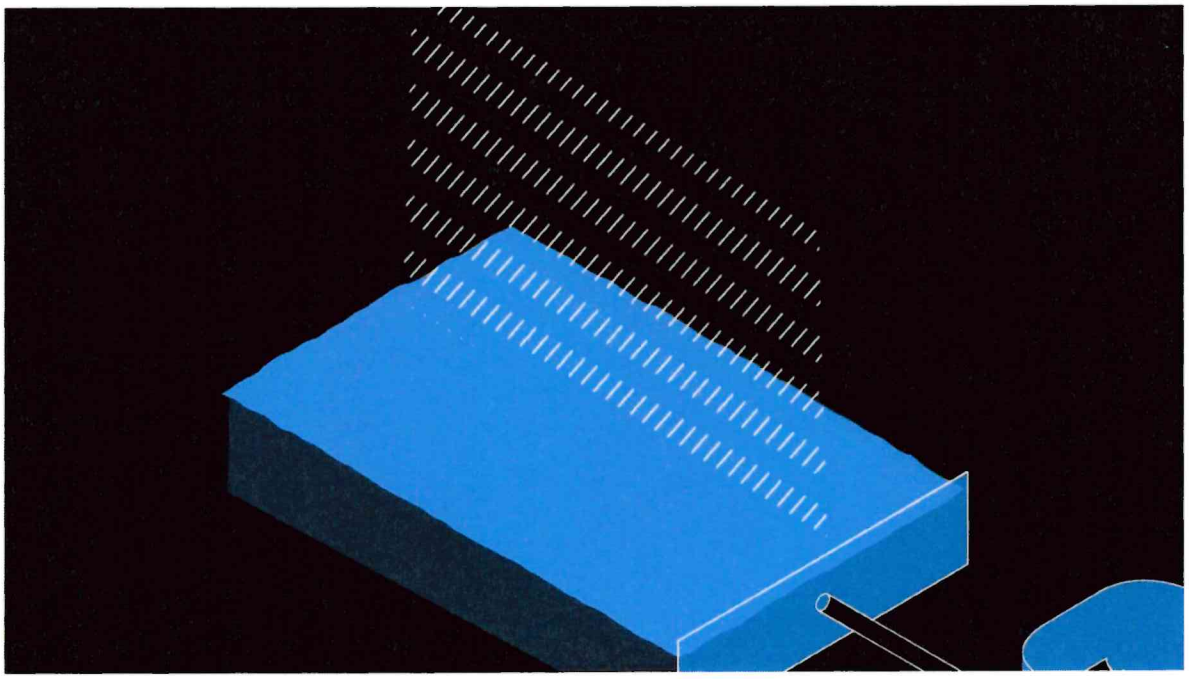
PHOTOGRAPH: DAVID MCNEW/GETTY IMAGES

Water is urban planners' nemesis. Because the built environment is so impervious to liquid, thanks to all that asphalt, concrete, and brick, water accumulates instead of seeping into the ground. That's how you get the extreme flooding that has plagued California for weeks, so far killing 19 people and causing perhaps $30 billion in damages.

I E

elsewhere, climate change is forcing a shift in that strategy. As the world warms, more water evaporates from land into the atmosphere, which itself can hold more water as it gets hotter. Storms in the Golden State will come less frequently, yet dump more water faster when they arrive. Stormwater drainage systems just can't get the water away fast enough.

To prepare for this soggy future, engineers are turning to another plan for flood control, forcing water to seep underground into natural aquifers. Such a plan will simultaneously mitigate flooding and help the American West store more water despite a climate gone haywire. "We need to think a little bit more creatively about: How do we most effectively utilize basically these huge underground sponges that we can use to supply potable water?" says Katherine Kao Cushing, who studies sustainable water management at San José State University.



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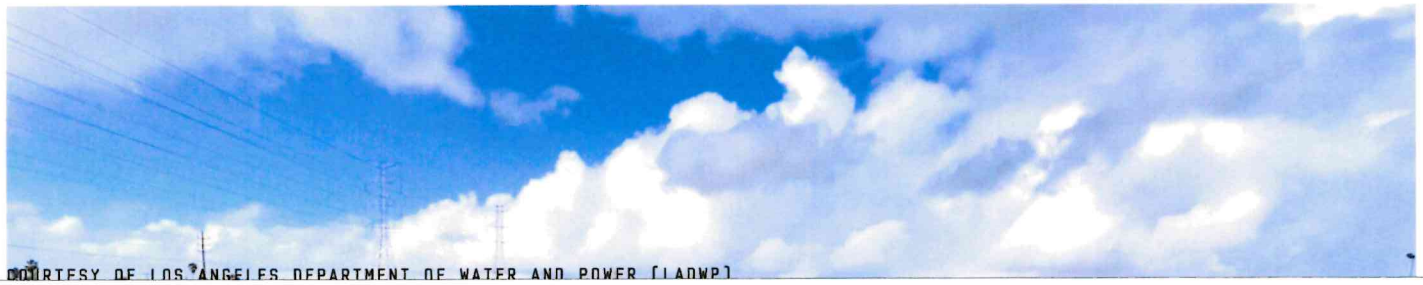
during a drought, like the one that's been ravaging the state: The past three years have been the driest three-year period since 1896. (Drought can actually exacerbate flooding, since parched ground doesn't absorb water as well.) Before this series of storms hit, some of California's reservoirs had almost dried up. Now statewide reservoir storage is nearing the historical average. That's how epic this rainfall has been.

Snowpack is also important. It grows at high altitudes through the winter, then melts and feeds reservoirs as temperatures rise. But climate models predict that a significant fraction of the state's snowpack will be gone by 2100, says Andrew Fisher, who runs the University of California, Santa Cruz's Recharge Initiative, which studies groundwater resources. "Some of the models say all of it," Fisher adds. "Let that sink in for a second. That's more water than behind all the dams in the state. It's very sobering because there is no way we're going to double the number of dams."

Search for

To hydrate its people and agriculture, California is stepping up water conservation efforts, like getting more low-flow toilets into homes and paying people to rip out their lawns, which are terrible for all kinds of reasons beyond their thirstiness. It's recycling wastewater from homes and businesses into ultra-pure water you can actually drink. But most of all, it's trying to hold onto its sporadic rainwater, instead of draining it away, building out infrastructure to create "sponge cities." These are popping up all over the world; the concept has been widely deployed in China, and city planners in places like Berlin in Germany and Auckland in New Zealand are using it to come to grips with heavier rainfall.

"One of the big ones is to get more water in the ground—and I would argue this is not even a choice at this point," says Fisher. "The risk of running low on critical water if we do not do this is 100 percent. It is a stone-cold guarantee that if we do not put massive amounts of water underground, we are not going to solve this problem."



COURTESY OF LOS ANGELES DEPARTMENT OF WATER AND POWER [LADWP]

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In California, Los Angeles is leading the way. The Los Angeles Department of Water and Power has invested $130 million in stormwater capture projects, like the Tujunga Spreading Grounds shown above—150 acres of dirt basins that average 20 feet deep. Stormwater is pumped into these bowls and seeps underground for later extraction; the agency expects it to provide enough water for 64,000 households a year.

The state's traditional water infrastructure can help charge the spreading grounds even more, says Art Castro, watershed manager for the agency. If a dam needs to release water to keep from overflowing, it can send that surplus to LA, where it'd be stored subterraneously. The same can be done in more rural areas, where open land is plentiful. It's essentially a way to bank water for times of need. "It's almost a perfect marriage," Castro says.

Historically, some parts of California have done the opposite: They've over-extracted groundwater. This initiates a phenomenon called land subsidence, when a drained aquifer collapses like an empty water bottle, dragging the land down with it. By 1970, the land in California's agriculture-heavy San Joaquin Valley had sunk up to 28 feet.

The southern parts of the state have also relied heavily on water piped from Northern California and the Colorado River. But the river is drying up, and the supply up north travels through water infrastructure that criss-crosses fault lines. "In the case of a major earthquake, we're not going to be able to fix those aqueducts overnight," says Castro. "So that's why it's imperative that we have ample supply underneath our feet to tap into."

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COURTESY OF LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP)

A street-side stormwater capture project.

Still, large spreading grounds aren't the right solution in every case. In Los Angeles, there isn't always space for 150 acre-projects, so the water department has deployed strips of greenery along roadsides, shown above, to help water seep underground. (Another popular sponge-city strategy that doesn't require open green spaces is to use pervious pavers, concrete blocks with gaps that let water through. You could even make a parking lot of it.) LA is also developing a system of inflatable dams that will funnel stormwater into permeable structures under existing parks. Both of these smaller-scale projects would collect water and mitigate neighborhood flooding. They're also a form of water strategy diversification, allowing for multiple sources in case one fails.

All told, the agency estimates that between October 1 2022 and January 10, it had soaked up nearly 11 billion gallons of stormwater, enough to serve about 140,000 households for a year. The city's goal is to be able to capture nearly 50 billion gallons by 2035.

I E

then severe droughts are just making it even more important that these programs and efforts move forward," says Paul Gosselin, deputy director of the California Department of Water Resources' sustainable groundwater management program. "We have probably eight to 12 times the capacity to store water in basins than all the surface-water reservoirs combined. So that storage capacity is there, ready for the taking."

The solution to both California's drought and the current biblical flooding has been hiding underground all along. "I want to emphasize that people all over the world are working on this—this is not a new idea," says Fisher. "I think we are a little bit slow sometimes in the States, and even in California, to adopt some of these measures. And part of it is that we've been able to get by for decades without doing this." That luxury has clearly passed.

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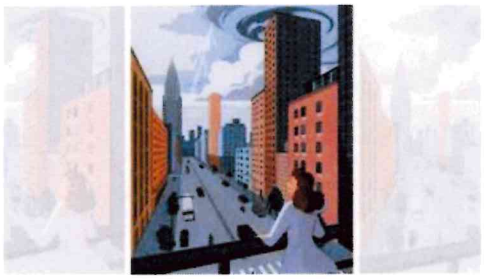


El Niño Is Coming—and the World Isn't Prepared

BILL MCGUIRE

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

a) Operations Report

b) Emergency and Incident Report

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

Water and Wastewater Production Comparison

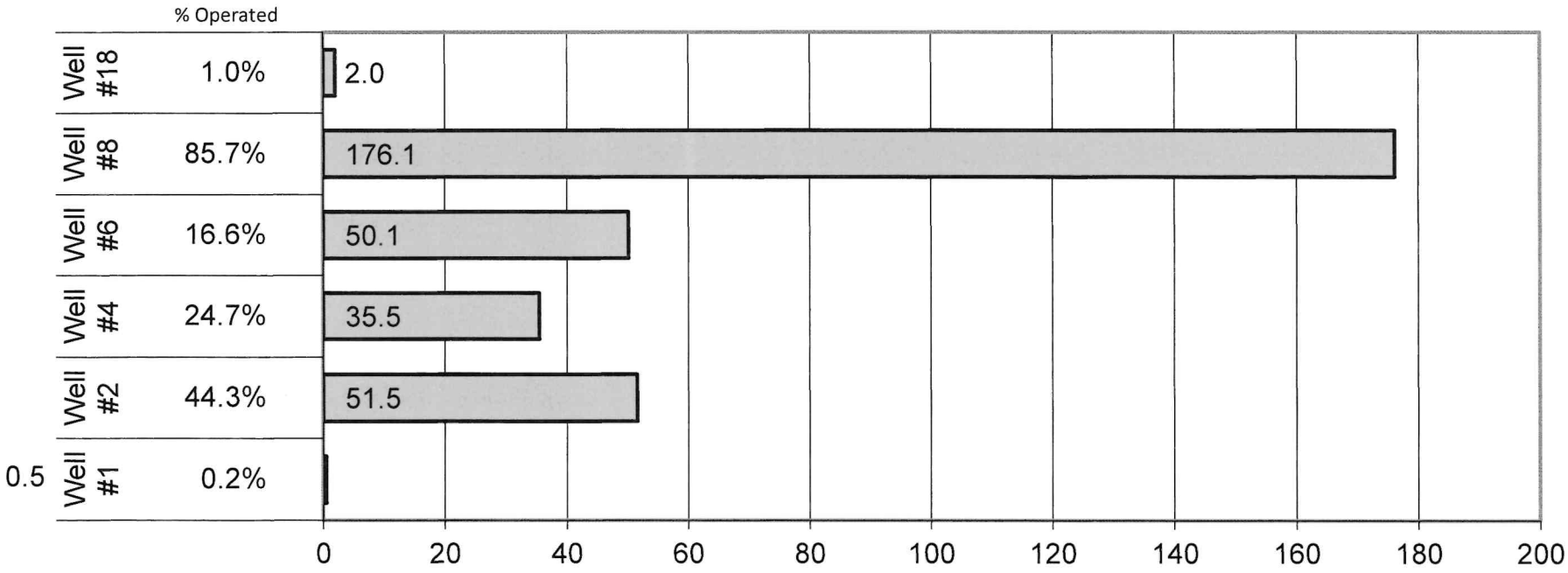
Date	TOTAL WELL PRODUCTION in Million Gallons					Consumption to JURUPA C.S.D.	WASTEWATER FLOW TO RIVERSIDE
	Purchased	Potable Wells	Potable Total	Non-Potable Wells	Total	(Million Gallons)	(Million Gallons)
12/1/2022	0.00	3.82	**3.82**	0.01	**3.84**	**0.00**	**1.67**
12/2/2022	0.00	3.86	**3.86**	0.41	**4.26**	**0.00**	**1.57**
12/3/2022	0.00	3.42	**3.42**	0.01	**3.43**	**0.00**	**1.67**
12/4/2022	0.00	3.46	**3.46**	0.01	**3.47**	**0.00**	**1.76**
12/5/2022	0.00	3.71	**3.71**	0.01	**3.73**	**0.00**	**1.70**
12/6/2022	0.00	3.00	**3.00**	0.01	**3.02**	**0.00**	**1.69**
12/7/2022	0.00	2.85	**2.85**	0.01	**2.86**	**0.00**	**1.65**
12/8/2022	0.00	4.26	**4.26**	0.48	**4.74**	**0.00**	**1.66**
12/9/2022	0.00	3.62	**3.62**	0.01	**3.63**	**0.00**	**1.60**
12/10/2022	0.00	2.57	**2.57**	0.02	**2.59**	**0.00**	**1.65**
12/11/2022	0.00	3.25	**3.25**	0.02	**3.27**	**0.00**	**1.82**
12/12/2022	0.00	3.38	**3.38**	0.02	**3.39**	**0.00**	**1.71**
12/13/2022	0.00	2.69	**2.69**	0.02	**2.71**	**0.00**	**1.69**
12/14/2022	0.00	3.28	**3.28**	0.02	**3.30**	**0.00**	**1.75**
12/15/2022	0.00	2.67	**2.67**	0.01	**2.68**	**0.00**	**1.66**
12/16/2022	0.00	3.33	**3.33**	0.01	**3.35**	**0.00**	**1.60**
12/17/2022	0.00	2.56	**2.56**	0.29	**2.86**	**0.00**	**1.65**
12/18/2022	0.00	3.53	**3.53**	0.27	**3.80**	**0.00**	**1.65**
12/19/2022	0.00	3.91	**3.91**	0.01	**3.92**	**0.00**	**1.68**
12/20/2022	0.00	3.71	**3.71**	0.01	**3.72**	**0.00**	**1.67**
12/21/2022	0.00	2.96	**2.96**	0.41	**3.36**	**0.00**	**1.67**
12/22/2022	0.00	3.61	**3.61**	0.01	**3.62**	**0.00**	**1.67**
12/23/2022	0.00	3.48	**3.48**	0.48	**3.95**	**0.00**	**1.67**
12/24/2022	0.00	3.83	**3.83**	0.01	**3.84**	**0.00**	**1.77**
12/25/2022	0.00	2.85	**2.85**	0.01	**2.86**	**0.00**	**1.53**
12/26/2022	0.00	3.91	**3.91**	0.01	**3.93**	**0.00**	**1.66**
12/27/2022	0.00	3.28	**3.28**	0.01	**3.30**	**0.00**	**1.66**
12/28/2022	0.00	3.01	**3.01**	0.03	**3.04**	**0.00**	**1.67**
12/29/2022	0.00	3.18	**3.18**	0.02	**3.19**	**0.00**	**1.59**
12/30/2022	0.00	2.44	**2.44**	0.08	**2.53**	**0.00**	**1.61**
12/31/2022	0.00	3.04	**3.04**	0.12	**3.16**	**0.00**	**1.76**
MINIMUM	0.00	2.44	**2.44**	0.01	**2.53**	**0.00**	**1.53**
AVERAGE	0.00	3.30	**3.30**	0.09	**3.40**	**0.00**	**1.67**
MAXIMUM	0.00	4.26	**4.26**	0.48	**4.74**	**0.00**	**1.82**
TOTAL	0.00	102.45	**102.45**	2.86	**105.31**	**0.00**	**51.75**

RUBIDOUX COMMUNITY SERVICES DISTRICT
MONTHLY WELL PRODUCTION
(Million Gallons)

	POTABLE WATER							NONPOTABLE WATER					TOTALS		
		GAC Plt	Nitrate Removal Plt		Thompson WTF							Mission			
	JURUPA	TROYER	FLEETWOOD	SKOTTY		GOULD		28th ST.	DALY	CLEMENT	46th ST.	Wells		NON	TOTAL
	TIE-IN	Well #2	Well #4	Well #6	Well #1A	Well #8A	Well #18	Well #3	Well #7	Well #11	Well #14	#19 & #20	POTABLE	POTABLE	PROD.
DATE	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)
12/1/2022	0.00	0.57	0.58	0.67	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.01	3.82	0.01	3.84
12/2/2022	0.00	0.16	1.78	0.31	0.00	1.61	0.00	0.00	0.00	0.39	0.00	0.01	3.86	0.41	4.26
12/3/2022	0.00	0.47	0.40	0.70	0.00	1.85	0.00	0.00	0.00	0.00	0.00	0.01	3.42	0.01	3.43
12/4/2022	0.00	0.54	0.39	0.71	0.00	1.82	0.00	0.00	0.00	0.00	0.00	0.01	3.46	0.01	3.47
12/5/2022	0.00	0.63	0.38	0.66	0.00	2.05	0.00	0.00	0.00	0.00	0.00	0.01	3.71	0.01	3.73
12/6/2022	0.00	0.54	0.22	0.40	0.00	1.85	0.00	0.00	0.00	0.00	0.00	0.01	3.00	0.01	3.02
12/7/2022	0.00	0.61	0.00	0.25	0.00	1.99	0.00	0.00	0.00	0.00	0.00	0.01	2.85	0.01	2.86
Subtotal	0.00	3.52	3.74	3.69	0.00	13.18	0.00	0.00	0.00	0.39	0.00	0.08	24.12	0.48	24.60
12/8/2022	0.00	0.53	0.70	1.32	0.00	1.72	0.00	0.00	0.00	0.46	0.00	0.02	4.26	0.48	4.74
12/9/2022	0.00	0.44	0.60	1.07	0.00	1.50	0.00	0.00	0.00	0.00	0.00	0.01	3.62	0.01	3.63
12/10/2022	0.00	0.55	0.05	0.10	0.00	1.86	0.00	0.00	0.00	0.00	0.00	0.02	2.57	0.02	2.59
12/11/2022	0.00	0.54	0.31	0.53	0.00	1.88	0.00	0.00	0.00	0.00	0.00	0.02	3.25	0.02	3.27
12/12/2022	0.00	0.63	0.28	0.51	0.00	1.96	0.00	0.00	0.00	0.00	0.00	0.02	3.38	0.02	3.39
12/13/2022	0.00	0.57	0.06	0.10	0.00	1.96	0.00	0.00	0.00	0.00	0.00	0.02	2.69	0.02	2.71
12/14/2022	0.00	0.64	0.18	0.32	0.00	2.15	0.00	0.00	0.00	0.00	0.00	0.02	3.28	0.02	3.30
Subtotal	0.00	3.89	2.17	3.95	0.00	13.03	0.00	0.00	0.00	0.46	0.00	0.12	23.05	0.58	23.62
12/15/2022	0.00	0.45	0.27	0.48	0.00	1.47	0.00	0.00	0.00	0.00	0.00	0.01	2.67	0.01	2.68
12/16/2022	0.00	0.64	0.14	0.25	0.00	2.13	0.16	0.00	0.00	0.00	0.00	0.01	3.33	0.01	3.35
12/17/2022	0.00	0.57	0.04	0.09	0.00	1.86	0.00	0.00	0.00	0.28	0.00	0.01	2.56	0.29	2.86
12/18/2022	0.00	0.21	0.90	1.58	0.00	0.85	0.00	0.00	0.00	0.26	0.00	0.01	3.53	0.27	3.80
12/19/2022	0.00	0.62	0.50	0.89	0.00	1.91	0.00	0.00	0.00	0.00	0.00	0.01	3.91	0.01	3.92
12/20/2022	0.00	0.57	0.59	0.60	0.00	1.95	0.00	0.00	0.00	0.00	0.00	0.01	3.71	0.01	3.72
12/21/2022	0.00	0.54	0.12	0.20	0.05	1.84	0.21	0.00	0.00	0.40	0.00	0.01	2.96	0.41	3.36
Subtotal	0.00	3.61	2.55	4.09	0.05	12.00	0.37	0.00	0.00	0.93	0.00	0.09	22.67	1.01	23.69
12/22/2022	0.00	0.59	0.54	0.33	0.10	1.89	0.17	0.00	0.00	0.00	0.00	0.01	3.61	0.01	3.62
12/23/2022	0.00	0.54	0.37	0.66	0.00	1.92	0.00	0.00	0.00	0.47	0.00	0.01	3.48	0.48	3.95
12/24/2022	0.00	0.59	0.45	0.80	0.00	1.99	0.00	0.00	0.00	0.00	0.00	0.01	3.83	0.01	3.84
12/25/2022	0.00	0.58	0.12	0.21	0.00	1.93	0.00	0.00	0.00	0.00	0.00	0.01	2.85	0.01	2.86
12/26/2022	0.00	0.66	0.41	0.66	0.00	2.18	0.00	0.00	0.00	0.00	0.00	0.01	3.91	0.01	3.93
12/27/2022	0.00	0.54	0.31	0.60	0.00	1.72	0.11	0.00	0.00	0.00	0.00	0.01	3.28	0.01	3.30
12/28/2022	0.00	0.55	0.22	0.41	0.00	1.82	0.00	0.00	0.00	0.02	0.00	0.01	3.01	0.03	3.04
12/29/2022	0.00	0.75	0.12	0.22	0.00	2.08	0.00	0.00	0.00	0.00	0.00	0.02	3.18	0.02	3.19
12/30/2022	0.00	0.38	0.14	0.25	0.00	1.67	0.00	0.00	0.00	0.00	0.00	0.08	2.44	0.08	2.53
12/31/2022	0.00	0.61	0.00	0.46	0.00	1.98	0.00	0.00	0.00	0.00	0.00	0.12	3.04	0.12	3.16
Subtotal	0.00	5.78	2.68	4.60	0.10	19.18	0.28	0.00	0.00	0.48	0.00	0.31	32.61	0.79	33.40
TOTAL	0.000	16.793	11.141	16.331	0.149	57.391	0.647	0.000	0.000	2.265	0.000	0.591	102.452	2.856	105.308

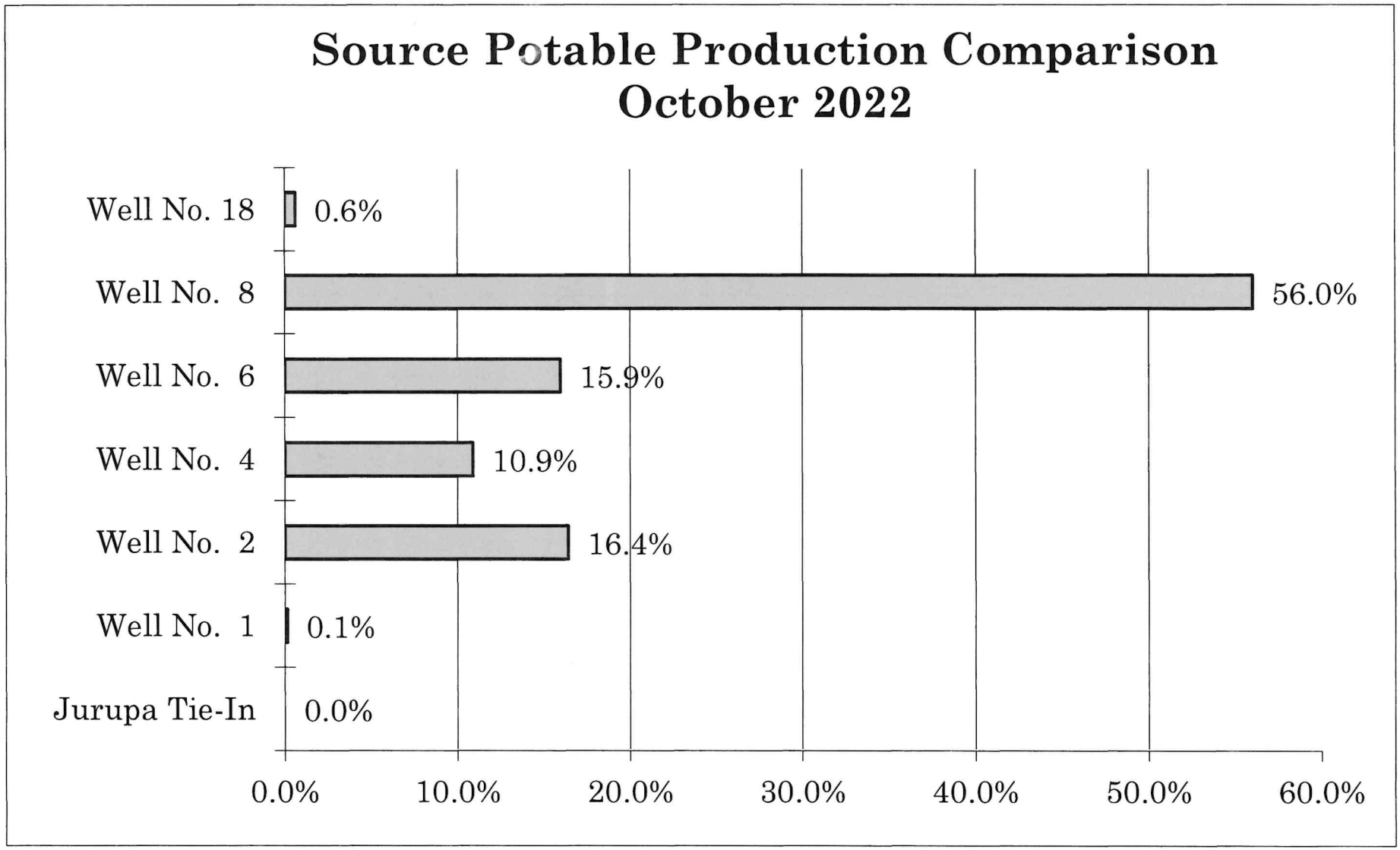
TOTAL WATER PRODUCED w/ % Operated

October 2022

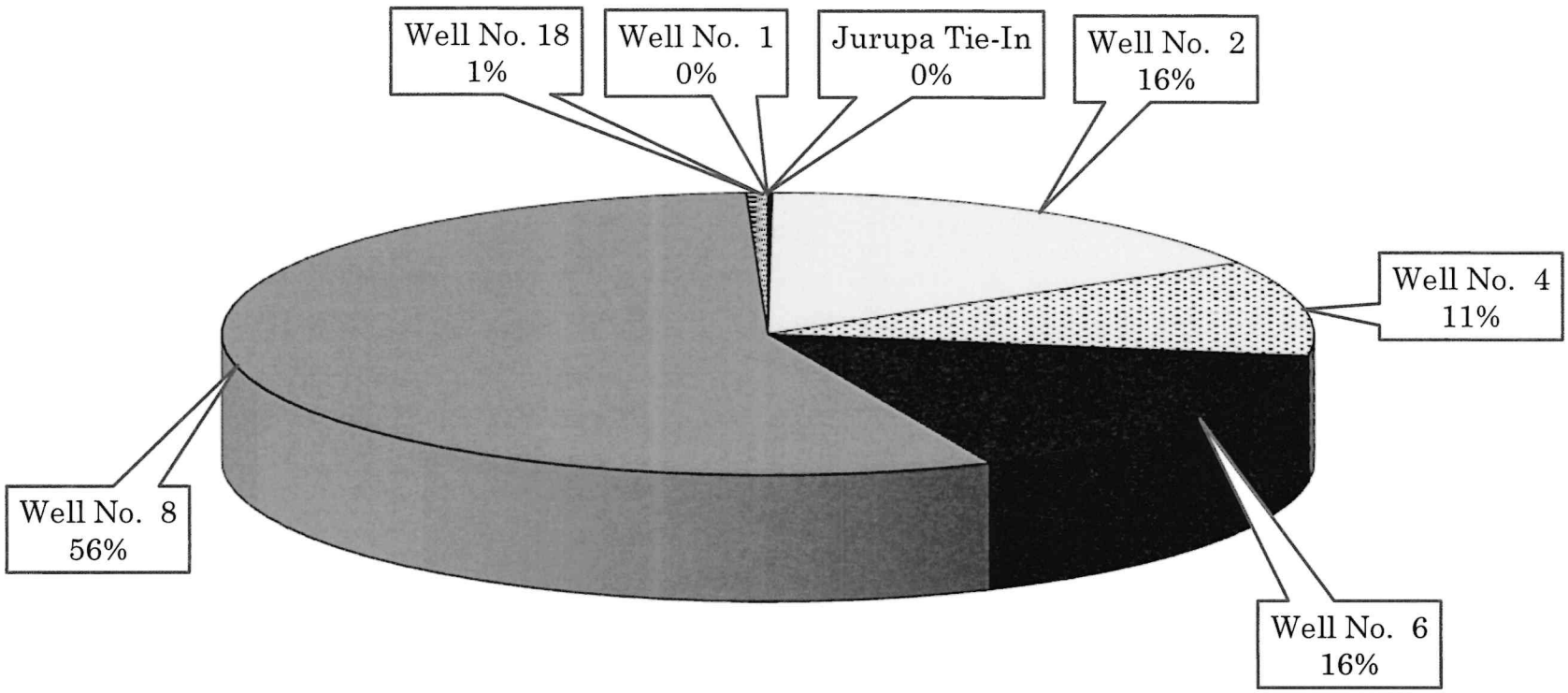


Max Production	**1171.4 AF**
Monthly Production	**579.3 AF**
Reserve Production	**592.1 AF**

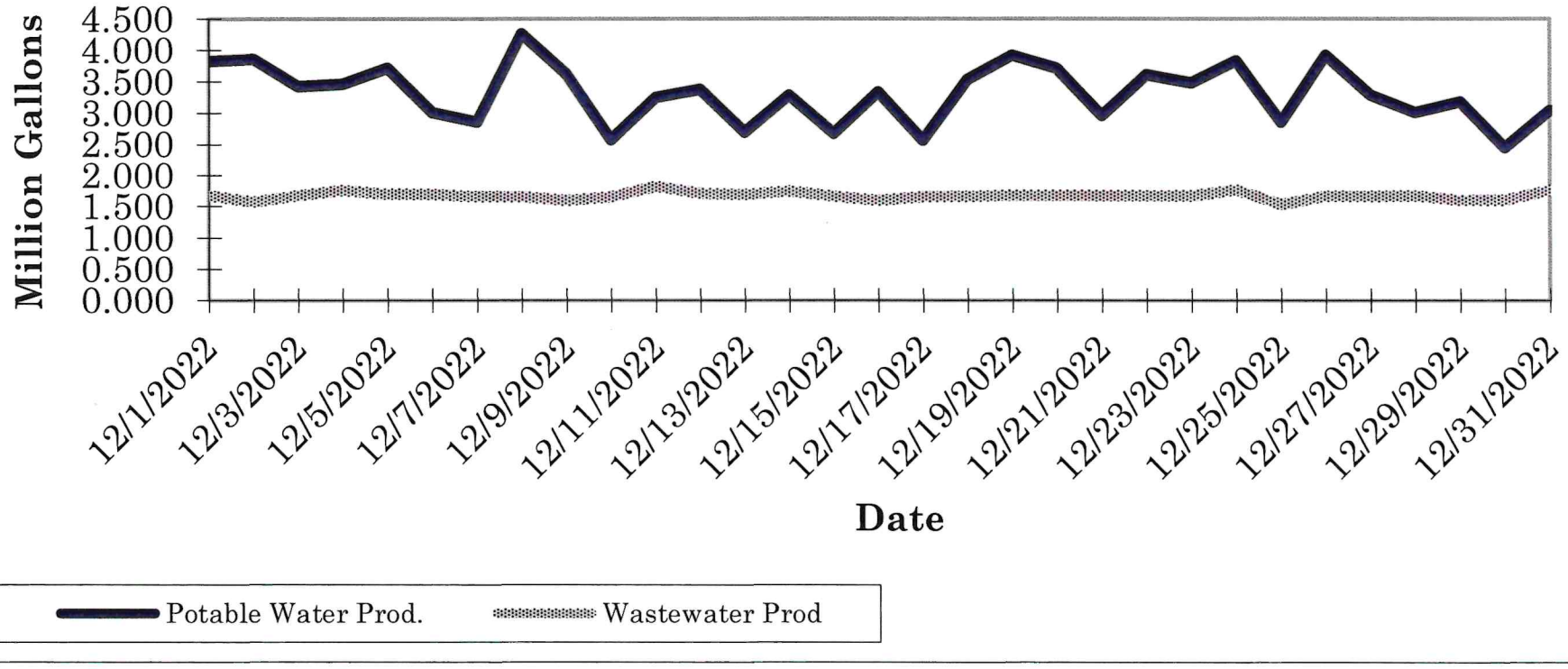
1 Acre Foot = 43,560 Cubic Feet = 325,829 Gallons

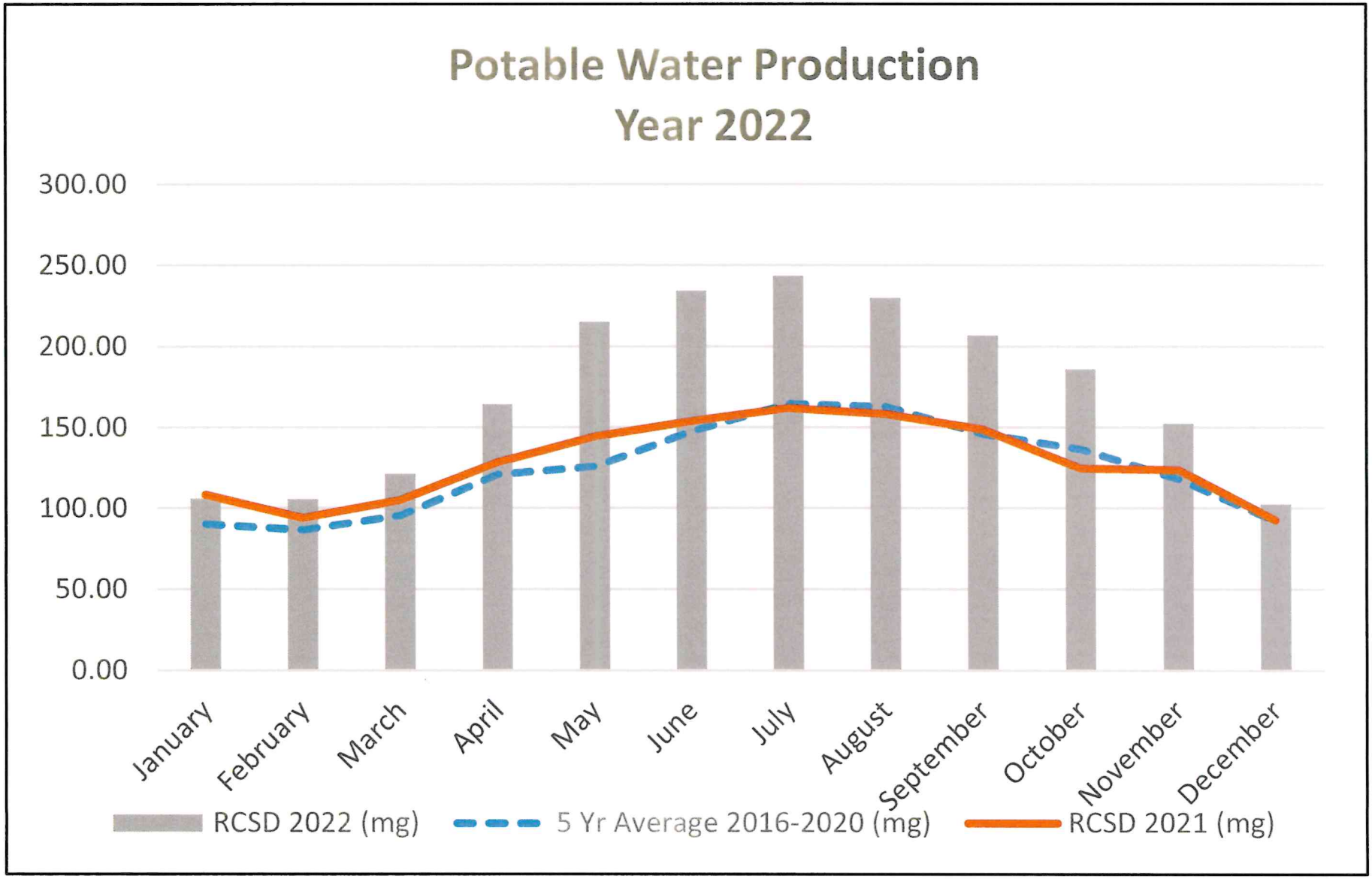

Source Potable Production Comparison
October 2022
Well No. 18
0.6%
Well No. 8
56.0%
Well No. 6
15.9%
Well No. 4
10.9%
Well No. 2
16.4%
Well No. 1
0.1%
Jurupa Tie-In
0.0%
0.0%
10.0%
20.0%
30.0%
40.0%
50.0%
60.0%

Source Potable Production Comparison
October 2022



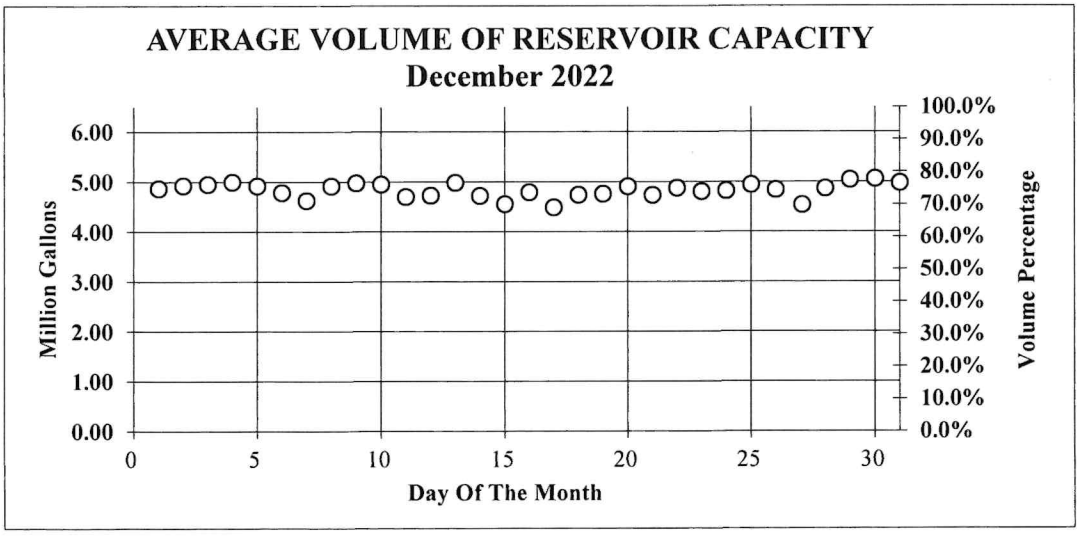
Potable Water & Wastewater Comparison
Ocotber 2022




Potable Water Production
Year 2022
300.00
250.00
200.00
150.00
100.00
50.00
0.00
January
February
March
April
May
June
July
August
September
October
November
December
RCSD 2022 (mg)
5 Yr Average 2016-2020 (mg)
RCSD 2021 (mg)

RUBIDOUX COMMUNITY SERVICES DISTRICT
Reservior Capacity Report

	ATKINSON SYSTEM		HUNTER SYSTEM		WATER	PERCENTAGE
CAPACITY	2,000,000	3,000,000	425,000	1,000,000	AVAILABLE	OF TOTAL
DATE	ATKINSON	WATSON	HUNTER I	PERRONE	(Gallons)*	CAPACITY
12/1/2022	77.3	72.9	80.8	79.1	4,868,601	75.8%
12/2/2022	79.0	75.2	79.0	75.8	4,928,132	76.7%
12/3/2022	79.6	75.3	79.7	76.2	4,951,868	77.1%
12/4/2022	80.6	75.1	81.7	78.6	4,997,618	77.8%
12/5/2022	78.6	74.0	81.3	78.5	4,922,786	76.6%
12/6/2022	75.4	71.5	81.3	79.0	4,787,535	74.5%
12/7/2022	72.5	69.6	78.7	75.5	4,627,480	72.0%
12/8/2022	78.8	74.2	80.2	77.3	4,917,130	76.5%
12/9/2022	79.4	75.3	81.4	78.9	4,979,550	77.5%
12/10/2022	79.3	74.2	81.9	79.3	4,953,319	77.1%
12/11/2022	73.4	69.9	81.8	78.8	4,701,108	73.2%
12/12/2022	74.8	70.5	81.1	77.0	4,726,463	73.6%
12/13/2022	80.3	75.1	82.2	77.8	4,986,600	77.6%
12/14/2022	74.3	70.2	82.2	77.8	4,720,230	73.5%
12/15/2022	70.6	67.2	82.1	77.8	4,554,795	70.9%
12/16/2022	75.9	71.6	81.9	77.8	4,790,324	74.6%
12/17/2022	72.8	64.2	80.1	76.8	4,491,277	69.9%
12/18/2022	73.5	72.2	77.0	77.7	4,739,667	73.8%
12/19/2022	74.7	71.5	79.8	78.3	4,761,678	74.1%
12/20/2022	78.0	73.7	81.9	78.7	4,906,968	76.4%
12/21/2022	74.5	70.7	80.2	78.5	4,735,845	73.7%
12/22/2022	78.3	73.5	80.0	76.5	4,876,476	75.9%
12/23/2022	76.3	72.0	80.5	77.6	4,805,160	74.8%
12/24/2022	75.0	72.0	82.9	80.8	4,821,738	75.0%
12/25/2022	80.1	74.6	79.6	76.7	4,946,984	77.0%
12/26/2022	77.5	73.1	79.2	76.2	4,842,427	75.4%
12/27/2022	70.3	67.1	81.7	77.9	4,544,259	70.7%
12/28/2022	77.6	73.1	82.3	77.7	4,871,288	75.8%
12/29/2022	81.8	75.9	82.4	77.7	5,040,172	78.4%
12/30/2022	82.3	76.3	82.2	77.7	5,062,327	78.8%
12/31/2022	80.4	74.9	82.2	77.4	4,979,821	77.5%



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

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

Monthly Activity Report
December 2022

Activity	*Total*
Total Number of Plan Reviews Completed	0
Plan Review Turnaround Time *(Goal is 15 Days)*	0
Total Number of Construction Inspections Conducted	0
Inspection Turnaround Time (*Goal is within 3 Days of Contact)*	0
Total Number of Annual Fire Inspections Conducted (*Including Reinspections)*	9
Number of Weed Abatement Inspections Performed	0
Planning & Development Meetings Attended	0
Planning & Development Cases Reviewed	0
Special Event Meetings	0
Special Event Inspections	0

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics

December 2013 - December 2022

Rubidoux Community Service District

Total Calls for Rubidoux CSD
December 2013-2022

Month/Year	Total Calls for Station 38	Total Calls for District
December 2013	215	224
December 2014	222	239
December 2015	232	244
December 2016	245	258
December 2017	240	259
December 2018	233	247
December 2019	230	242
December 2020	294	308
December 2021	238	256
December 2022	256	266

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics

Bill Weiser

Fire Chief

1/9/2023

Report Provided By: Riverside County Fire Department

Communications and Technology Division

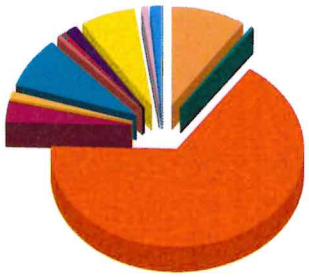
GIS Section

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

Incidents Reported for year 2022 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)
*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Response Activity

Incidents Reported for year 2022 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)



Com Fire	2	0.1%
False Alarm	317	9.4%
Haz Mat	5	0.1%
Medical	2,218	65.9%
Other Fire	117	3.5%
Other Misc	36	1.1%
Public Service Assist	279	8.3%
Res Fire	21	0.6%
Rescue	2	0.1%
Ringing Alarm	13	0.4%
Standby	45	1.3%
Traffic Collision	238	7.1%
Vehicle Fire	32	1.0%
Wildland Fire	43	1.3%
Total:	3,368	100.0%

Com Fire	**2**
False Alarm	**317**
Haz Mat	**5**
Medical	**2,218**
Other Fire	**117**
Other Misc	**36**
Public Service Assist	**279**
Res Fire	**21**
Rescue	**2**
Ringing Alarm	**13**
Standby	**45**
Traffic Collision	**238**
Vehicle Fire	**32**
Wildland Fire	**43**
Incident Total:	**3,368**

Average Enroute to Onscene Time*

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

<5 Minutes	+5 Minutes	+10 Minutes	+20 Minutes	Average	% 0 to 5 min
2,220	1,127	219	26	4.9	65.9%

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

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

Incidents by Battalion, Station and Jurisdiction

			Com Fire	False Alarm	Haz Mat	Medical	Other Fire	Other Misc	Public Service Assist	Res Fire	Rescue	Ringing Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
Battalion 14	Station 16	City of Jurupa Val	0	4	1	26	0	0	1	0	0	0	0	0	0	1	33
		Total	0	4	1	26	0	0	1	0	0	0	0	0	0	1	33
	Station 18	City of Jurupa Val	0	11	0	105	2	0	6	2	0	0	0	27	3	2	158
		Total	0	11	0	105	2	0	6	2	0	0	0	27	3	2	158
	Station 38	City of Jurupa Val	2	302	4	2,087	115	36	272	19	2	13	45	211	29	40	3,177
		Total	2	302	4	2,087	115	36	272	19	2	13	45	211	29	40	3,177
	Total		2	317	5	2,218	117	36	279	21	2	13	45	238	32	43	3,368

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

Incidents by Jurisdiction

	Com Fire	False Alarm	Haz Mat	Medical	Other Fire	Other Misc	Public Service Assist	Res Fire	Rescue	Ringing Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
City of Jurupa Valley	2	317	5	2,218	117	36	279	21	2	13	45	238	32	43	3,368
Grand Total	2	317	5	2,218	117	36	279	21	2	13	45	238	32	43	3,368

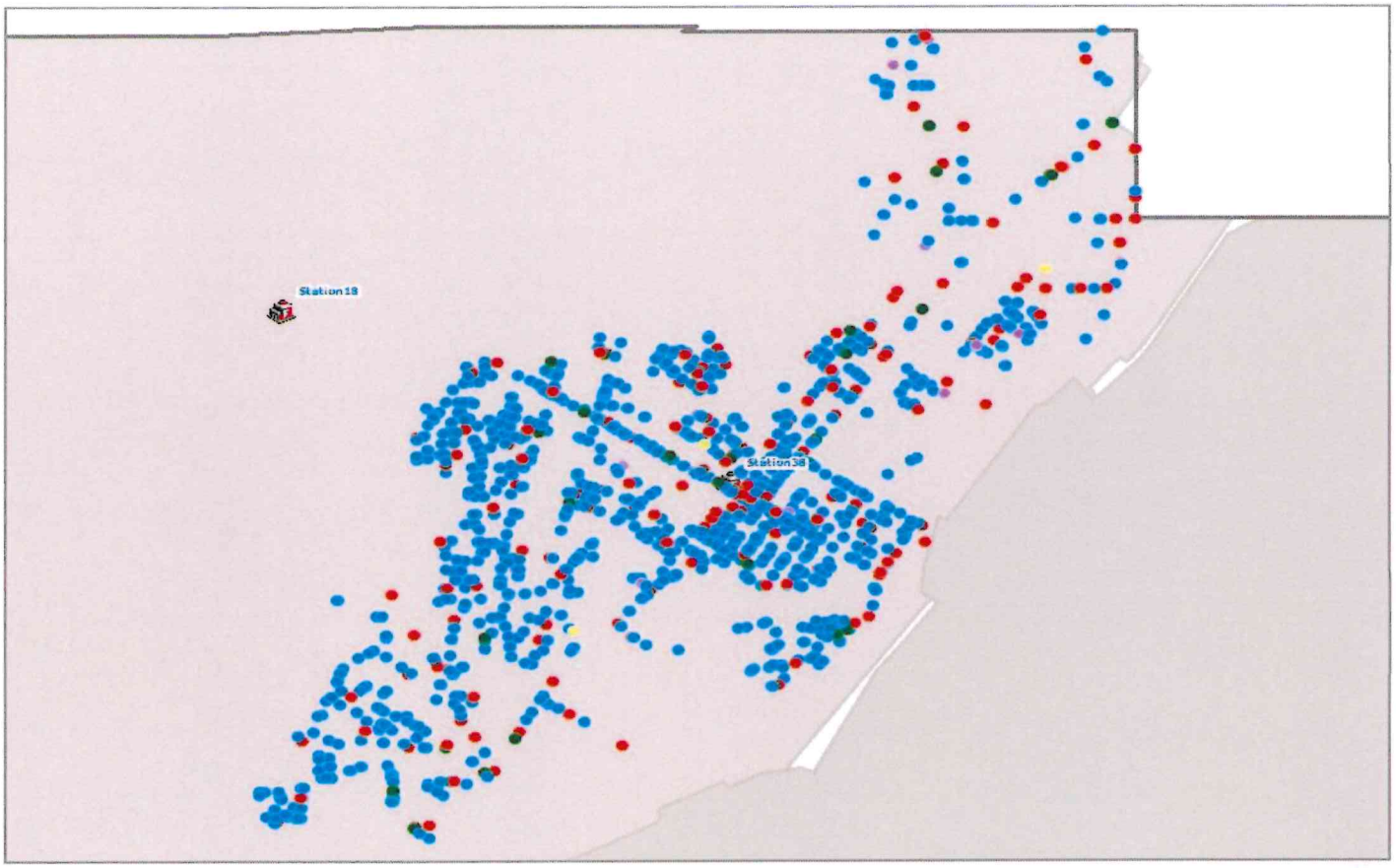
*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Incidents by Supervisorial District - Summary

	DISTRICT 2 KAREN SPIEGEL	Grand Total
Com Fire	2	2
False Alarm	317	317
Haz Mat	5	5
Medical	2,218	2,218
Other Fire	117	117
Other Misc	36	36
Public Service Assist	279	279
Res Fire	21	21
Rescue	2	2
Ringing Alarm	13	13
Standby	45	45
Traffic Collision	238	238
Vehicle Fire	32	32
Wildland Fire	43	43

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

YEAR = 2022 and SPECIAL= 'Rubidoux CSD'



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

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics

Bill Weiser

Fire Chief

1/9/2023

Report Provided By: Riverside County Fire Department

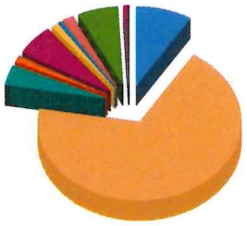
Communications and Technology Division

GIS Section

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

Response Activity

Incidents Reported for the month of December2022 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)



False Alarm	24	9.0%
Medical	183	68.8%
Other Fire	11	4.1%
Other Misc	4	1.5%
Public Service Assist	16	6.0%
Res Fire	3	1.1%
Ringing Alarm	1	0.4%
Standby	5	1.9%
Traffic Collision	17	6.4%
Vehicle Fire	1	0.4%
Wildland Fire	1	0.4%
Total:	266	100.0%

False Alarm	**24**
Medical	**183**
Other Fire	**11**
Other Misc	**4**
Public Service Assist	**16**
Res Fire	**3**
Ringing Alarm	**1**
Standby	**5**
Traffic Collision	**17**
Vehicle Fire	**1**
Wildland Fire	**1**
Incident Total:	**266**

Average Enroute to Onscene Time*

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

<5 Minutes	+5 Minutes	+10 Minutes	+20 Minutes	Average	% 0 to 5 min
176	88	19	5	4.9	66.2%

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

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

Incidents by Battalion, Station and Jurisdiction

			False Alarm	Medical	Other Fire	Other Misc	Public Service Assist	Res Fire	Ringing Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
Battalion 14	Station 16 Pedley	City of Jurupa Valley	0	2	0	0	0	0	0	0	0	0	0	2
		Station Total	0	2	0	0	0	0	0	0	0	0	0	2
	Station 18 West Riverside	City of Jurupa Valley	0	6	0	0	1	0	0	0	1	0	0	8
		Station Total	0	6	0	0	1	0	0	0	1	0	0	8
	Station 38 Rubidoux	City of Jurupa Valley	24	175	11	4	15	3	1	5	16	1	1	256
		Station Total	24	175	11	4	15	3	1	5	16	1	1	256
	Battalion Total		24	183	11	4	16	3	1	5	17	1	1	266
Grand Total			24	183	11	4	16	3	1	5	17	1	1	266

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

Incidents by Jurisdiction

	False Alarm	Medical	Other Fire	Other Misc	Public Service	Res Fire	Ringing Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
City of Jurupa Valley	24	183	11	4	16	3	1	5	17	1	1	266
Grand Total	**24**	**183**	**11**	**4**	**16**	**3**	**1**	**5**	**17**	**1**	**1**	**266**

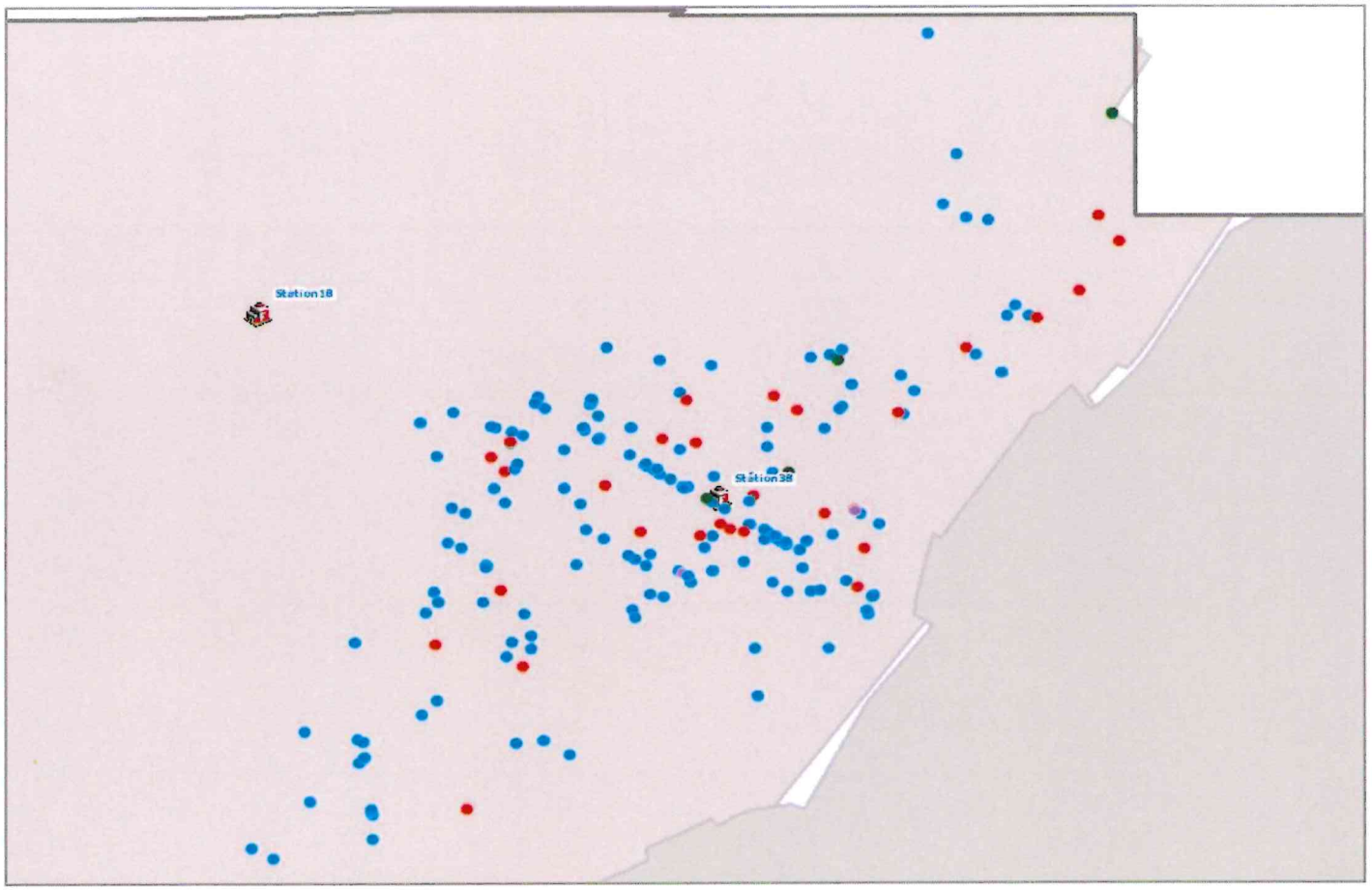
*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Incidents by Supervisorial District - Summary

	DISTRICT 2 KAREN SPIEGEL	Grand Total
False Alarm	24	24
Medical	183	183
Other Fire	11	11
Other Misc	4	4
Public Service Assist	16	16
Res Fire	3	3
Ringing Alarm	1	1
Standby	5	5
Traffic Collision	17	17
Vehicle Fire	1	1
Wildland Fire	1	1
Total	266	266

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

MONTH = 12 and YEAR = 2022 and SPECIAL= 'Rubidoux CSD'



Legend

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

Riverside County Fire GIS

Last Updated 1/9/2023 2:5

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

9. Receive and File Statement of Cash Asset Schedule Report Ending December 2022: **DM 2023-04**

Rubidoux Community Services District

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

DIRECTORS MEMORANDUM 2023-04 January 19, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Receive and File Statement of Cash Asset Schedule Report Ending December 2022

BACKGROUND:

Attached for the Board of Directors' consideration is the December 2022 Statement of Cash Assets Schedule Report for all District Fund Accounts. Year to date ("YTD") interest is $97,328.67 for District controlled accounts. With respect to District "Funds in Trust", $5,087.64 has been earned and posted. The District has a combined YTD interest earned total of $102,416.31 as of December 31, 2022.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves) show a balance of $14,786,082.46 ending December 31, 2022. This is **$5,775,896.21 MORE** than July 1, 2022, beginning balance of $9,010,186.25.

Further, the District's Field/Admin Fund current fund balance is $715,556.80.

Submitted for the Board of Directors consideration is the ***December 2022 Statement of Cash Assets Schedule Report*** for review and acceptance.

RECOMMENDATION:

Staff recommends the Board of Directors "**Receive and File**" the December 2022 Statement of Cash Assets Schedule Report.

Respectfully,

BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s): December 2022, Cash Assets Schedule Report

RUBIDOUX COMMUNITY SERVICES DISTRICT

INVESTMENT SUMMARY - DECEMBER 31, 2022

CASH BASIS

	Beg. Balance 7/1/2022	YTD Int.	Other Activity YTD	Balance 12/31/2022	YTD Avg. Int. Rate
Operating Accounts	**$ 9,010,186.25**	**$ 31,848.64**	**$ 5,744,047.57**	**$ 14,786,082.46**	**0.22%**
Water Operating Reserve	4,282,837.74	19,420.72	-	4,302,258.46	0.45%
Wastewater Operating Reserve	584,943.83	2,652.46	-	587,596.29	0.45%
Water Replacement Reserve	758,237.06	3,568.01	91,442.00	853,247.07	0.42%
Fire Mitigation Reserve	1,816,926.78	8,736.89	596,367.30	2,422,030.97	0.36%
Wastewater Reserve	569,455.40	2,349.09	1,761,175.49	2,332,979.98	0.10%
Wastewater Replacement Res.	435,235.16	2,053.10	56,040.50	493,328.76	0.42%
Water Reserve	932,478.64	4,724.43	2,764,718.90	3,701,921.97	0.13%
COP Restricted	1,381,199.84	7,111.84	(22,638.36)	1,365,673.32	0.52%
Field/Admin Reserve	730,719.68	3,372.97	(18,535.85)	715,556.80	0.47%
Grant Restricted Reserve	300,818.36	1,515.57	53,174.00	355,507.93	0.43%
Project Admin Building	-	4,289.04	1,102,452.66	1,106,741.70	0.39%
Project Ops Building	-	5,685.91	1,995,741.00	2,001,426.91	0.28%
Funds in Trust	1,152,818.96	5,087.64	(57,596.64)	1,100,309.96	0.46%
Total Investments	**$ 21,955,857.70**	**$ 102,416.31**	**$ 14,066,388.57**	**$ 36,124,662.58**	**0.28%**

$0.00

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
FOR PERIOD JULY 1, 2022 THRU DECEMBER 31, 2022
CASH BASIS
FIRE MITIGATION

DATE	INSTITUTION	INSTRUMENT	MATURITY	STATUS	PURCHASE / REDEEM	INT. RATE	INTEREST	PAR/ BALANCE	TOTAL
12/1/2022	Premier Bank	**CD**		Beg. Bal.				170,424.60	
	Premier Bank			Interest	7.01	0.05	-	170,424.60	
	Premier Bank			Redeem	-			170,424.60	
12/31/2022	Premier Bank	**CD**	4/3/2023	Purchase	-			170,424.60	
12/1/2022	Premier Bank	**Checking**		Beg. Bal.				8,835.50	
	Premier Bank	**Fire Mitigation**		Activity	-	0.00	-	8,835.50	
12/31/2022	Premier Bank			End Bal.	-			8,835.50	
12/1/2022	LAIF	**Fire Mitigation**		Beg. Bal.				2,214,983.81	
	LAIF			Interest		2.01	-	2,214,983.81	
12/31/2022	LAIF			Activity	6,441.00			2,221,424.81	
12/1/2022	Premier Bank	**Safekeeping**		Beg. Bal				21,339.05	
				Activity	-	-	7.01	21,346.06	
12/31/2022	Premier Bank			End Bal.				21,346.06	$ 2,422,030.97

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
FOR PERIOD JULY 1, 2022 THRU DECEMBER 31, 2022
CASH BASIS
WASTEWATER CIP FUNDS

DATE	INSTITUTION	INSTRUMENT	MATURITY	STATUS	PURCHASE / REDEEM	INT. RATE	INTEREST	PAR/ BALANCE	TOTAL
12/1/2022	LAIF	**Sewer Mainline**		Beg. Bal.				2,227,683.89	
	LAIF			Interest		2.01	-	2,227,683.89	
12/31/2022	LAIF			Activity	32,916.00			2,260,599.89	
12/1/2022	CBB	**Safekeeping**		Beg. Bal				72,371.07	
	CBB			Activity	-	0.05	9.02	72,380.09	
12/31/2022	CBB			End Bal.				72,380.09	$ 2,332,979.98

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
FOR PERIOD JULY 1, 2022 THRU DECEMBER 31, 2022
CASH BASIS
WATER CIP FUNDS

DATE	INSTITUTION	INSTRUMENT	MATURITY	STATUS	PURCHASE / REDEEM	INTEREST RATE	INTEREST	PAR/ BALANCE	TOTAL
12/1/2022	LAIF	**Water Mainline**		Beg. Bal.				3,407,691.12	
	LAIF			Interest		2.01	-	3,407,691.12	
12/31/2022	LAIF			Activity	43,044.00			3,450,735.12	
12/1/2022	Citizens Bus	**CD**		Beg. Bal.				225,000.00	
	Citizens Bus			Activity	-	0.10	-	225,000.00	
	Citizens Bus			Redeem	-	n/a		225,000.00	
12/31/2022	Citizens Bus	**CD**	4/8/2023	Purchase	-			225,000.00	
12/1/2022	Premier Bank	**Safekeeping**		Beg. Bal.				1,670.97	
	Premier Bank			Activity	-	-	-	1,670.97	
12/31/2022	Premier Bank			End Bal.				1,670.97	
12/1/2022	CBB	**Safekeeping**		Beg. Bal.				24,512.83	
	CBB			Activity	-	0.05	3.05	24,515.88	
12/31/2022	CBB			End Bal.				24,515.88	$ 3,701,921.97

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
FOR PERIOD JULY 1, 2022 THRU DECEMBER 31, 2022
CASH BASIS
OPERATING FUNDS

DATE	INSTITUTION	INSTRUMENT	MATURITY	STATUS	DEPOSIT/ WITHDRAW	INTEREST RATE	INTEREST	PAR/ BALANCE	TOTAL
12/1/2022	Premier Bank	**Checking-Gen.**		Beg. Bal.				4,903,464.03	
	Premier Bank			Deposits	3,521,224.06	0.00	-	8,424,688.09	
12/31/2022	Premier Bank			Disbursements	(6,563,878.53)			1,860,809.56	
12/1/2022	Premier Bank	**Checking**		Beg. Bal.				105,124.95	
	Premier Bank	**Property Tax**		Deposits	749,550.84	0.00	-	854,675.79	
12/31/2022	Premier Bank			Disbursements	(102,000.00)			752,675.79	
12/1/2022	Premier Bank	**Checking-Sewer**		Beg. Bal.				3,956.27	
	Premier Bank			Deposits	265,313.91	0.00	-	269,270.18	
12/31/2022	Premier Bank			Disbursements	(265,431.90)			3,838.28	
12/1/2022	Premier Bank	**Checking-Water**		Beg. Bal				1,018,756.35	
	Premier Bank			Deposits	1,444,388.14	0.00	-	2,463,144.49	
12/31/2022	Premier Bank			Disbursements	(1,383,317.56)			1,079,826.93	

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
FOR PERIOD JULY 1, 2022 THRU DECEMBER 31, 2022
CASH BASIS
OPERATING FUNDS

DATE	INSTITUTION	INSTRUMENT	MATURITY	STATUS	DEPOSIT/ WITHDRAW	INTEREST RATE	INTEREST	PAR/ BALANCE	TOTAL
12/1/2022	Premier Bank	**Operations**		Beg. Bal				276,342.99	
	Premier Bank	**Safekeeping**		Deposits	-	0.00	-	276,342.99	
12/31/2022	Premier Bank			Disbursements				276,342.99	
12/1/2022	LAIF	**Gen. Fund-Prop Tax**		Beg. Bal				2,460,252.36	
	LAIF	Qtrly. Interest		Deposits	5,284,445.18	2.01	-	7,744,697.54	
12/31/2022	LAIF			Disbursements	(431,000.00)			7,313,697.54	
12/1/2022	LAIF	**Water Op.**		Beg. Bal				2,673,143.73	
	LAIF	Qtrly. Interest		Deposits	37,239.95	2.01	-	2,710,383.68	
12/31/2022	LAIF			Disbursements	(434,969.00)			2,275,414.68	
12/1/2022	LAIF	**Sewer Op.**		Beg. Bal				1,095,781.19	
	LAIF	Qtrly. Interest		Deposits	137,084.00	2.01	-	1,232,865.19	
12/31/2022	LAIF			Disbursements	(9,388.50)			1,223,476.69	$ 14,786,082.46

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
FOR PERIOD JULY 1, 2022 THRU DECEMBER 31, 2022
CASH BASIS
RESERVED FUNDS

DATE	INSTITUTION	INSTRUMENT	MATURITY	STATUS	DEPOSIT/ WITHDRAW	INTEREST RATE	INTEREST	PAR/ BALANCE	TOTAL
12/1/2022	LAIF	**Water Op. Reserve**		Beg. Bal				4,302,258.46	
	LAIF	Qtrly. Interest		Deposits	-	2.01	-	4,302,258.46	
12/31/2022	LAIF			Disbursements	-			4,302,258.46	
12/1/2022	LAIF	**Water Replacement**		Beg. Bal				848,747.07	
	LAIF	Qtrly. Interest		Deposits	4,500.00	2.01	-	853,247.07	
12/31/2022	LAIF			Disbursements	-			853,247.07	
12/1/2022	LAIF	**Wastewater Replacement**		Beg. Bal.				483,940.26	
	LAIF	Qtrly. Interest		Interest		2.01	-	483,940.26	
12/31/2022	LAIF			Activity	9,388.50			493,328.76	
12/1/2022	LAIF	**COP-Payback**		Beg. Bal				1,331,173.32	
	LAIF	Qtrly. Interest		Deposits	34,500.00	2.01	-	1,365,673.32	
12/31/2022	LAIF			Disbursements	-			1,365,673.32	
12/1/2022	LAIF	**Grant-Water**		Beg. Bal				302,182.44	
	LAIF	Qtrly Interest		Deposits	-	2.01	-	302,182.44	
12/31/2022	LAIF			Disbursements	-			302,182.44	
12/1/2022	LAIF	**Grant-Trash**		Beg. Bal				53,325.49	
	LAIF	Qtrly Interest		Deposits	-	2.01	-	53,325.49	
12/31/2022	LAIF			Disbursements	-			53,325.49	
12/1/2022	LAIF	**Field/Admin Bldg.**		Beg. Bal				742,871.75	
	LAIF	Qtrly Interest		Deposits	8,969.00	2.01	-	751,840.75	
12/31/2022	LAIF			Disbursements	(36,283.95)			715,556.80	

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

12/1/2022	LAIF	**Wastewater Op. Reserve**	Beg. Bal				587,596.29	
	LAIF	Qtrly. Interest	Deposits	-	2.01	-	587,596.29	
12/31/2022	LAIF		Disbursements	-			587,596.29	
12/1/2022	LAIF	**Project Admin Bldg**	Beg. Bal				1,108,627.88	
	LAIF	Qtrly. Interest	Deposits	-	2.01	-	1,108,627.88	
12/31/2022	LAIF		Disbursements	(1,886.18)			1,106,741.70	
12/1/2022	LAIF	**Project Ops Bldg**	Beg. Bal				2,001,426.91	
	LAIF	Qtrly. Interest	Deposits	-	2.01	-	2,001,426.91	
12/31/2022	LAIF		Disbursements	-			2,001,426.91	$ 11,781,337.24

RUBIDOUX COMMUNITY SERVICES DISTRICT
CASH ASSET SCHEDULE
INVESTMENT ACTIVITY
FOR PERIOD JULY 1, 2022 THRU DECEMBER 31, 2022
CASH BASIS
FUNDS IN TRUST

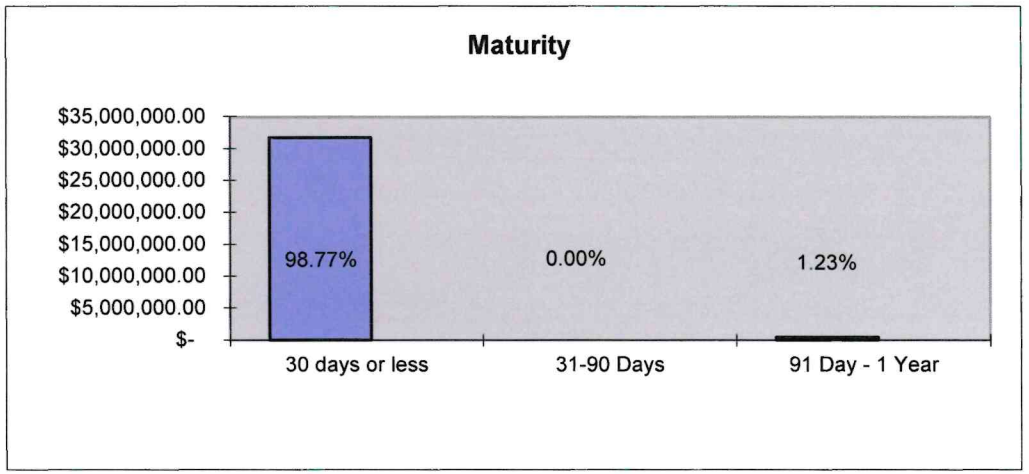
DATE	INSTITUTION	INSTRUMENT	MATURITY	STATUS	PURCHASE / REDEEM	INTEREST RATE	INTEREST	PAR/ BALANCE	TOTAL
12/1/2022		**COP's Refunding-Series 1998**						732,824.50	
	U.S. Bank	Install Sale		7,775.54	-	0.17	652.43	733,476.93	
		Reserve-LAIF		725,701.39		0.65	-	733,476.93	
12/31/2022								733,476.93	
12/1/2022		**Fiscal Agent-SRL MN Plant**		Beg. Bal				366,786.30	
	Premier Bank			Deposits	-	0.20	46.73	366,833.03	
12/31/2022				Disbursements	-			366,833.03	$ 1,100,309.96
						TOTAL CASH FUNDS			$ 36,124,662.58

RCSD PORTFOLIO HOLDINGS REPORT
DECEMBER 31, 2022

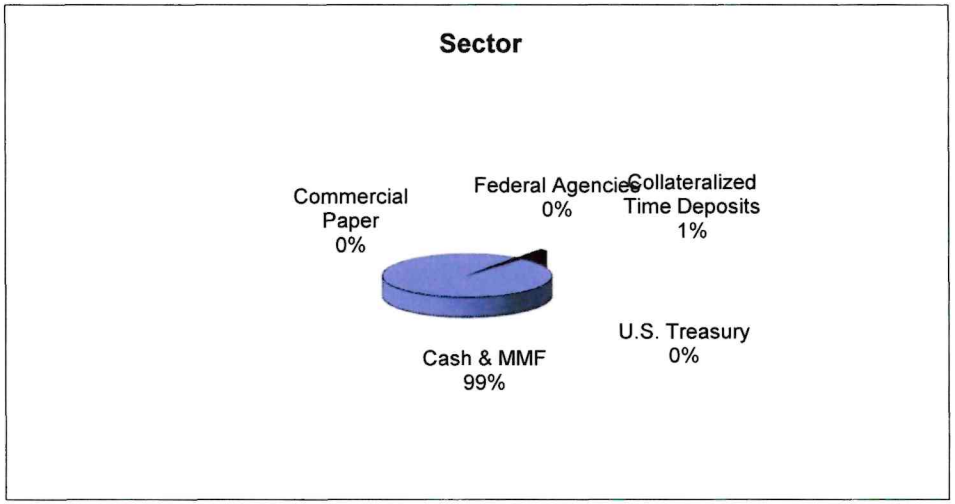
Par $	Issuer	Maturity	Acquisition Cost	Current Market	Gain/Loss	Yld Mat
AGENCY						
	Subtotals		-	-	-	
U.S. TREASURIES						
COMMERCIAL PAPER						
	Subtotals		-	-	-	
COLLATERALIZED TIME DEPOSITS						
170,424.60	Premier	4/3/2023	$ 170,424.60	$ 170,424.60		0.05
225,000.00	Citizens Business Bank	4/8/2023	225,000.00	225,000.00		0.10
	Subtotals		$ 395,424.60	$ 395,424.60	-	
CASH EQUIVALENT & MONEY MARKET						
30,526,686.38	LAIF	-	$30,526,686.38	$30,526,686.38	-	2.01
761,511.29	CHECK-PPBI-Fire- Prop tax		761,511.29	761,511.29	-	-
396,255.99	SAFEKEEPING		396,255.99	396,255.99	-	-
	Subtotals		31,684,453.66	31,684,453.66	-	
	GRAND TOTALS		$32,079,878.26	$32,079,878.26	-	

RCSD Investment Portfolio
December 31, 2022

Maturity	Assets
30 days or less	$ 31,684,453.66
31-90 Days	-
91 Day - 1 Year	395,424.60
Total	$ 32,079,878.26



Sector	
Cash & MMF	$ 31,684,453.66
U.S. Treasury	-
Federal Agencies	-
Commercial Paper	-
Collateralized Time Deposits	395,424.60
Total	$ 32,079,878.26



10. Consideration to Increase Rubidoux Community Services District Board of Director Stipend: **DM 2023-05**

Rubidoux Community Services District

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

DIRECTORS MEMORANDUM 2023-05 January 19, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consideration to Increase Rubidoux Community Services District Board of Director Stipend

BACKGROUND:

On January 5, 2022, at the regularly scheduled meeting of the Rubidoux Community Services District ("District") Board of Directors ("Board"), District staff was directed to agendize for discussion the Board's current meeting stipends. Pursuant to Resolution No. 2020-861 (Attachment A) the Board's current stipend amount for regular, special, or emergency meetings is $155.13 and committee meetings is $63.81 with a maximum of ten (10) service days per month. In accordance with California Water Code Section 20201, to increase a Community Services District's board compensation, it must be done via Ordinance and the increase may not exceed 5% for each calendar year. The Board last increased its compensation in calendar year 2020. Should the Board wish to increase its compensation, the maximum possible adjustments are as follows:

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

If the Board adjusts its compensation to the maximum allowed under California law, the maximum monthly compensation the Board could earn would increase from $1,551.30 to $1,795.80. Additionally, the maximum per board meeting compensation could increase $24.45 to $179.58 and per committee meeting $10.06 to $73.87.

If the Board desires to increase their meeting stipend, Staff will prepare a draft Ordinance modifying the current rates and present it for review at an upcoming Board meeting. Any adjustments are subject to Ordinance adoption requirements which include a 1st and 2nd reading, public hearing, and 60 day delayed effective date.

RECOMMENDATION:

This is a policy issue of the Board. No recommendation is made by Staff.

Respectfully,

BRIAN R. LADDUSAW
General Manager

Attachment(s):

Attachment A – Resolution 2020-861

RESOLUTION NO. 2020-861

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT ESTABLISHING BOARD MEMBER STIPENDS

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

WHEREAS, Resolution No. 2014-813 presently provides $121.55 per meeting stipend in attendance for each regular, special, or emergency meeting. Further, Resolution 2014-813 also stipulates Board Members shall receive a $50.00 meeting stipend in attendance for each committee, ad hoc and Board workshop meeting provided that such compensation is limited to a maximum not to exceed $600.00 (six service days) per calendar month; and,

WHEREAS, Resolution 2014-813 also includes a $121.55 per meeting stipend requiring Board President or Board Designee representation to the following organizations; County of Riverside Special District Association, Regional Advisory Committee (RAC) or other associations, groups, organizations or JPA's deemed necessary; and,

WHEREAS, in accordance to Division 10 of the CA Water Code and pursuant to Government Code Section 61047, the Rubidoux Community Services District Board of Directors desire to increase the $121.55 per meeting stipend 5% per annum from the effective date of Resolution 2014-813, July 17, 2014. Calculating the above, such amount equates to $155.13 per meeting stipend. In addition, the Rubidoux Community Services District Board of Directors desire to increase the $50.00 per committee meeting stipend 5% per annum from the effective date of Resolution 2014-813, July 17,

2014. Calculating the above, such amount equates to $63.81 per Committee Meeting stipend.

WHEREAS, in accordance to Division 10 of the CA Water Code and pursuant to Government Code Section 61047, the Rubidoux Community Services District Board of Directors desire to increase the maximum service days from six (6) to ten (10) in any calendar month.

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

1. The forgoing Recitals are true and correct.

2. Each Board Member shall receive a stipend of $155.13 for each regular, special, continued and emergency meetings at which the Board Member is in attendance.

3. Board President or designee shall be compensated $155.13 for each RAC meeting, County of Riverside Special District Association annual meeting or other associations, groups, organizations and JPA's while serving in official capacity as President or Designee.

4. Each Board Member shall receive a stipend of $63.81 for each Standing Committee, Ad Hoc Committee and Workshop meetings at which the Board Member is in attendance.

5. Each Board Member is limited to a maximum compensation of ten (10) service days during any calendar month for all aggregate meetings in attendance at the stipend rates stated in Sections 2, 3, and 4 herein.

6. The adoption of Resolution No. 2020-861 will supersede and rescind Resolution No. 2014-813 in its entirety.

7. The effective date of this resolution shall be May 4, 2020.

BE IT FURTHER RESOLVED, this resolution was approved and adopted this 5th day of March 2020, at the regular meeting of the Board of Directors of the Rubidoux Community Services District by the following vote;

AYES: Hank Trueba, Jr., Armando Muniz, F. Forest Trowbridge

NOES: Bernard Murphy, John Skerbelis

ABSENT: None

ABSTENTIONS: None

Armando Muniz, President

(SEAL)

ATTEST:

Jeffrey D. Sims, Secretary of the Board

APPROVED AS TO FORM AND CONTENT:

John R. Harper, District Counsel

11. Consider Award of Professional Services Contract with Krieger and Stewart for Design of Leland J. Thompson Water Treatment Plant Fe/Mn Filtration System Backwash Supply Pipeline: **DM 2023-06**

Rubidoux Community Services District

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

DIRECTORS MEMORANDUM 2023-06 January 19, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Award of Professional Services Contract with Krieger and Stewart for Design of Leland J. Thompson Water Treatment Plant Fe/Mn Filtration System Backwash Supply Pipeline

BACKROUND:

The existing Leland J. Thompson Water Treatment Plant (Plant) removes manganese from raw water conveyed to the Plant from Well 1A and Well 18. The Plant was recently expanded to include an ion exchange filtration system for removal of per- and polyfluoroalkyl substances (PFAS) from Well 1A and Well 18 downstream of the manganese filtration system, as well as water from Well 8 which does not require manganese removal.

The normal Plant operating pressure within the iron and manganese filtration system and ion exchange filtration system ranges between 130 psi and 170 psi, and the maximum pressure rating of the ion exchange filtration system is 175 psi. During construction of the new ion exchange filtration system, it was observed that high pressure surges within the existing iron and manganese filtration system resulted in pressure drops down to 20 psi followed by pressure spikes of 200 psi in a matter of 10 to 15 seconds. These surges are noticed throughout the water transmission and distribution system, including upstream of the iron and manganese filtration system and at the ion exchange filtration system. These high-pressure surges caused the existing 12" diameter raw water (RW) pipeline in 34th Street to move during construction of the Well 8 RW pipeline tie-in connection causing the need to shut down the system for worker safety during the tie-in procedure. Additionally, these pressure surges have caused water transmission pipeline ruptures in the Loring Ranch residential neighborhood on the west side of Mission Boulevard, quite a distance from the Plant. The high-pressure surges have also contributed to the bursting of a high-pressure relief rupture disc on one of the ion exchange filtration system vessels during commissioning of the Ion Exchange Filters. The District has spent over $50,000 making repairs thought attributable to the pressure surges.

Each of the three existing iron and manganese filter vessels are equipped with five dual-acting pneumatically actuated (air-to-open and air-to-close) isolation valves to control the filter operation modes, including filtration, backwash, and rinse (purge) modes. Preliminary evaluation by District staff indicates the pressure surges may have been caused by the filter vessel rinse valves closing too fast after the rinse cycle is complete.

A portion of the original pneumatic actuators have been replaced since the system was placed into operation. The replacement actuators are not equipped with adjustable stops to limit the opening position of the valves and are from a different manufacturer than the original actuators. In addition, some of the actuators, including original and replacement actuators, have been equipped with air flow control valves (throttle check valves) to control the opening and closing speed of the valves. However, since the actuators are from multiple manufacturers and only some actuators are equipped with air flow control valves, it is believed that the filter isolation valves open and close at different speeds. This makes it difficult to adequately troubleshoot the pressure surge issue.

Each iron and manganese filter is equipped with an electronic, diaphragm-type effluent rate of flow control valve to limit the maximum flow rate of each filter vessel. However, the rate of flow control valves is hydraulically held in the full-open position at all times to avoid the effluent of each vessel being erroneously restricted during backwash and rinse modes of operation. The District has determined the effluent rate of flow control valves can remain in the full-open position at all times since the Plant is operating substantially below its maximum rating as each filter is rated for a maximum flow rate of 2,500 gpm.

In January 2022 under Director's Memorandum 2022-06 the board awarded a Task Order to Krieger and Stewart Engineers to perform an in-depth study of on-going pressure surge issues at the Leland Thompson Water Treatment Facility. The work product from this analysis was a Final Technical Memorandum.

The Final Technical Memorandum was issued on July 11, 2022 and included several recommendations to remedy the pressure surge issues at the plant which were presented to the District by Krieger and Stewart in a meeting towards the end of July 2022.

Several of the tasks in the memorandum were operational in nature and District Field Staff made the suggested improvements to the Plants operations. These improvements have provided an incremental improvement in the surge problems at the Plant but have not completely solved them. In section 3 of the memorandum Krieger and Steward recommends installation of a new backwash supply pipeline to be constructed in 34th street:

> "Obtaining backwash supply water from just the east distribution system pipeline will not reduce the high-pressure surges to the same extent as obtaining backwash supply water from both the west and east distribution system pipelines, but will allow filter backwash to commence while still discharging treated water from the Plant to the distribution system. Ultimately, the proposed interconnecting pipeline will provide greater operational flexibility for the various flow rate demands."

District staff requested proposals from its primary engineering consultants Krieger &Stewart Engineering ("Krieger and Stewart"), Webb Associates ("Webb"), and TKE Engineering ("TKE") with Krieger and Stewart providing the lowest responsible bid for $62,400 which also includes construction support services not included by Webb. Additionally, as Krieger and Stewart designed the Manganese Removal Plant and performed the pressure surge study, the firm is more familiar with the Plant and can bring that expertise to the District on this project.

The extent and nature of improvements and associated costs were not known during preparation of the approved FY 2022/23 Budget and no amount was funded for this project. Therefore a budget amendment is necessary to authorize this work therefore funds will need to be transferred from the Water Reserve fund and a new budget line item will need to be created. This budget line item is proposed to be: "Water Replacement Budget, Expenses, Item 10 Leland Thompson Water Treatment Pressure Surges" in the amount of $70,000 to allow for an approximate 10% design contingency.

RECOMMENDATIONS:

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

1. Transfer $70,000.00 from the Water Reserve Fund to the Water Replacement Fund.

2. Issue a Task Order in a not to exceed amount of $62,400 to Krieger and Stewart under Master Agreement RCSD 2022-02 to prepare the plans and documents for the installation of the Water Bypass Pipeline.

Respectfully,

BRIAN R. LADDUSAW, C.P.A.
General Manager

Attach:

1. Technical Memorandum from Krieger and Stewart dated July 11, 2022
2. Proposal from Webb
3. Proposal from Krieger and Stewart

KRIEGER & STEWART
Engineering Consultants

TECHNICAL MEMORANDUM NO. 1

TO: TED BECKWITH, DIRECTOR OF ENGINEERING
RUBIDOUX COMMUNITY SERVICES DISTRICT

FILE: 587-19.63

FROM: BRANDON C. VALADEZ BCV
KRIEGER & STEWART, INCORPORATED

DATE: 7/11/2022

SUBJECT: THOMPSON PLANT IRON AND MANGANESE FILTER VALVE INVESTIGATION
PRELIMINARY EVALUATIONS AND RECOMMENDATIONS

This Technical Memorandum (TM) is provided to summarize the evaluations and recommendations for mitigating high-pressure surges at the Leland J. Thompson Water Treatment Plant (Plant) and the potable water distribution system.

This TM is based on the following:

- Review of Plant record construction drawings and information
- Field investigation meeting with District staff on January 13, 2022
- Field investigation meeting with District staff on February 3, 2022
- Field investigation meeting with District staff on February 24, 2022
- Field investigation meeting with District staff on March 2, 2022
- Field investigation meeting with District staff on June 16, 2022

This TM is organized into the following sections:

A. Introduction and Purpose
B. Existing Fe/Mn Filtration System
    1. Fe/Mn Filters and Operational Modes
    2. Fe/Mn Filter Valves and Pneumatic Actuators
C. Pressure and Flow Control Facilities
    1. Well 18 Pump Control Valve
    2. Fe/Mn Filter Effluent Rate of Flow Control Valves
    3. Fe/Mn Filtration System Backwash Supply Rate of Control Valve
    4. Fe/Mn Filter Purge Orifice Plates
    5. Plant Raw Water High Pressure Relief Valve

D. Operational Observations and Conclusions
   1. Fe/Mn Filtration System in Standby Mode and Starting Well 18
   2. Fe/Mn Filtration
   3. Fe/Mn Filter Backwash
   4. Fe/Mn Filter Purge
   5. Fe/Mn Filter Automatic Valve Opening and Closing Sequences

E. Recommendations

A. INTRODUCTION AND PURPOSE

The existing Plant removes iron and manganese (Fe/Mn) from water conveyed to the Plant from Well 1A and Well 18 (raw water). The Plant was recently expanded to include an ion exchange treatment system for removal of per- and polyfluoroalkyl substances (PFAS) from Well 1A raw water and Well 18 raw water (downstream of Fe/Mn filtration system), as well as raw water conveyed from Well 8 (Fe/Mn treatment not required). Existing Plant facilities are shown on attached **Figure 1**.

The normal Plant operating pressure ranges between 110 and 165 pounds per square inch (psi). However, high-pressure surges resulting from the Fe/Mn filtration system operation have exceeded 200 psi throughout the Plant, including upstream of the Fe/Mn filtration system as well as downstream of the ion exchange PFAS treatment system.

The purpose of Krieger & Stewart's (K&S's) evaluation is to determine proposed improvements to the Fe/Mn filtration system and associated pressure and flow control facilities for mitigating the high-pressure surges experienced at the Plant.

B. EXISTING FE/MN FILTRATION SYSTEM

1. Fe/Mn Filters and Operational Modes

The existing Fe/Mn filtration system consists of three (3) pressure vessels (two (2) duty and one (1) standby) each containing proprietary adsorptive granular Fe/Mn removal media. Each filter is rated for a maximum filtration flow rate of 2,500 gallons per minute (gpm) and a maximum operating pressure of 175 psi. The Fe/Mn filters are manufactured by Filtronics, Inc. (Filtronics).

Each filter vessel is equipped with five (5) automatic valves that control the operational modes for each filter, including filtration mode, backwash mode, purge (rinse) mode, and standby (off) mode. Filtration, backwash, and purge modes are described as follows:

- Filtration mode - Raw water enters through the top of the vessel, flows downward through the filtration media, and exits through the bottom of the vessel for delivery to the PFAS treatment system.

- Backwash mode - Plant effluent/distribution system water (i.e., backwash supply) enters through the bottom of the vessel, flows upward through the filtration media to "lift" the media bed and remove Fe/Mn that has accumulated on the filtration media, and is discharged to an onsite storage tank (Backwash Waste Tank). The Fe/Mn filtration system is designed for one (1) filter backwash at a time.

- Purge mode - Raw water enters through the top of the vessel, passes downward through the filtration media, exits through the bottom of the vessel, and is discharged to the onsite Backwash Waste Tank. Only one (1) filter purges at a time. The purpose of purging the filter is to classify and recompact the media bed after backwashing the filter prior to placing the filter back into filtration mode.

The following table presents the position of each filter valve for the various operating modes:

Mode	Isolation Valve Position				
	Raw Water Influent	Treated Water Effluent	Backwash Supply Influent	Backwash Waste Effluent	Purge Water Effluent
Filtration	Open	Open	Closed	Closed	Closed
Backwash	Closed	Closed	Open	Open	Closed
Purge	Open	Closed	Closed	Closed	Open
Standby (Off)	Closed	Closed	Closed	Closed	Closed

2. Fe/Mn Filter Valves and Pneumatic Actuators

The automatic Fe/Mn filter valves are double-acting pneumatically-actuated wafer-type butterfly valves. Each pneumatic actuator is supplied compressed air for valve opening and valve closing via a 4-way solenoid valve (double-acting air-to-open and air-to-close). The compressed air system includes a pressure regulating valve that regulates the maximum pressure delivered to the actuators, and was originally set at approximately 140 psi. Several of the actuator compressed air supply lines for valve opening and valve closing were equipped with speed control valves to adjust the operational speeds of the actuators. The pneumatic speed control valves allow adjustment to reduce the opening and closing speed of the valves and mitigate the high-pressure surges. However, said speed control valves were designed for hydraulic fluid and not for compressed air (i.e. pneumatics) and did not sufficiently reduce the opening and closing speeds of the automatic butterfly valves to adequately mitigate the high-pressure surges. District staff recently replaced the original hydraulic speed control valves with pneumatic speed control valves, added pneumatic speed control valves to every actuator compressed air open/close supply line, and reduced the compressed air system operating pressure to approximately 125 psi. However, the replacement of pneumatic speed control valves and reduction in compressed air supply pressure have not adequately reduced the high-pressure surges.

A portion of the filter valves are manufactured by Keystone and are equipped with pneumatic actuators manufactured by Trutorq, and are the original valve/actuator assemblies furnished with the filtration system. District staff has replaced a portion of the original valve/actuator assemblies with valves manufactured by Bonomi North America (Bonomi) equipped with pneumatic actuators manufactured by Valbia (a Bonomi brand).

Current valve/actuator combinations are presented in the following table:

Mode	Isolation Valve				
	Raw Water Influent	Treated Water Effluent	Backwash Supply Influent	Backwash Waste Effluent	Purge Water Effluent
1	K/T	K/T	B/V	B/V	K/T
2	B/V	K/T	K/T	K/T	K/T
3	B/V	K/T	B/V	K/T	B/V

Notes:
- K/T = Keystone Valve with Trutorq Actuator
- B/V = Bonomi Valve with Valbia Actuator

If the District elects to replace the existing butterfly valves in kind, we recommend that the replacement be performed as maintenance because Operations staff is knowledgeable and has experience with the valves in the Fe/Mn filtration system. Therefore, construction costs for replacing the butterfly valves in kind are not included in our evaluation.

C. PRESSURE AND FLOW CONTROL FACILITIES

1. Well 18 Pump Control Valve

The aboveground Well 18 pump discharge piping is equipped with a pump control valve that diverts the Well 18 water to the onsite Backwash Waste Tank in lieu of to the Plant. When the well pump is started, the pump control valve diverts the water to the Backwash Waste

Tank so that the well can be flushed of debris that may have accumulated in the well while the pump was off (this process is commonly referred to as pumping to waste or blowing off). In addition, the pump control valve is equipped with a high-pressure relief function that allows the valve to open and discharge to the Backwash Waste Tank in the event of a high-pressure condition.

2. Fe/Mn Filter Effluent Rate of Flow Control Valves

The effluent piping of each Fe/Mn filter is provided with a dedicated rate of flow control valve (ROFCV). Each ROFCV modulates to maintain a constant preset flow rate through its respective filter in response to varying pressure conditions. The ROFCVs are hydraulically-operated diaphragm valves that are electronically controlled via a dedicated remoted-mounted microprocessor-based controller located at the Filter Control Panel (FCP) in the Plant Electrical Room. Each ROFCV is equipped with two (2) solenoid control valves that, when signaled by its respective controller, adjusts the position of the ROFCV diaphragm to achieve the preset flow rate. However, we understand that the solenoid controls have been removed from service and that each ROFCV is locked in the full-open position.

3. Fe/Mn Filtration System Backwash Supply Rate of Flow Control Valve

During Fe/Mn filter backwash mode, backwash waste water is discharged from the filter to the onsite Backwash Waste Tank, which results in each filter only needing approximately 20 psi to backwash. The Plant effluent treated water pressure ranges between 110 psi and 135 psi, which would result in a backwash supply flow rate that significantly exceeds the maximum allowable flow rate of a filter. Therefore, backwash supply water (i.e. Plant effluent treated water/distribution system water) flow to the filters is regulated via the backwash supply ROFCV. The backwash supply ROFCV is a hydraulically-controlled diaphragm valve that modulates to maintain a constant flow rate to the filter vessels in response to varying pressure conditions. We understand that the backwash supply ROFCV

is set for a flow rate of approximately 3,000 gpm in accordance with the filter manufacturer's requirements. When there are no filters backwashing, the backwash supply ROFCV is closed. When a filter enters backwash mode, the respective filter backwash supply influent and backwash waste effluent butterfly valves open, causing the ROFCV to slowly open and allow Plant effluent treated water/distribution system water to backwash the appropriate filter at the preset flow rate.

4. Fe/Mn Filter Purge Orifice Plates

During Fe/Mn filter purge mode, purge water effluent is discharged to the onsite Backwash Waste Tank. Each filter is equipped with an orifice plate on its respective 12" diameter purge effluent line to maintain raw water backpressure and protect the Well 1A and Well 18 pumping units from operating at too low of a discharge pressure. The existing orifice plates are provided with 3.56" diameter bore holes that are designed to maintain approximately 120 psi of backpressure at 2,500 gpm (filter design flow rate).

5. Plant Raw Water High Pressure Relief Valve

The Plant raw water high-pressure relief (HPR) valve is located upstream of the Fe/Mn filtration system and allows Plant influent water to bypass the Plant and discharge to the distribution system. The valve is a hydraulically-controlled diaphragm valve that opens at a preset pressure to protect the Fe/Mn filter vessels from high pressure. The HPR setpoint is approximately 170 psi. The valve is also equipped with a pressure sustaining feature that causes the valve to modulate and maintain a preset pressure. The pressure sustaining setpoint is approximately 130 psi.

D. OPERATIONAL OBSERVATIONS AND CONCLUSIONS

1. Fe/Mn Filtration System in Standby Mode and Starting Well 18

A. Observations

With the Fe/Mn filtration system in standby mode (i.e. all filters off and automatic valves closed), the following should occur when the Well 18 pump is started:

- Well 18 pump control valve should open and allow Well 18 to blowoff to the Backwash Waste Tank
- Upon completion of blowoff, the well pump control valve should close and divert raw water to the Fe/Mn filtration system
- One (1) Fe/Mn filter should transition from standby mode to purge mode then enter filtration mode

During the initial investigations, the Well 18 pump control valve did not open when the Well 18 pump was started, which caused the Plant raw water HPR valve to open since all Fe/Mn filters were in standby mode. The Well 18 discharge pressure reached as high as 170 psi until the Plant raw water HPR valve opened, and then reduced and stabilized around 130 psi (130 psi appears to be the HPR valve pressure sustaining setpoint). Once an Fe/Mn filter entered purge mode, the Well 18 discharge pressure (i.e. raw water pressure) rapidly dropped to 80 psi and then slowly raised to 130 psi. The Plant raw water HPR valve remained open during the entire filter purge mode at 130 psi and did not close until an Fe/Mn filter was placed into service.

District staff subsequently fixed the Well 18 pump control valve and the valve was observed to operate as intended. When the Well 18 pump was started, the pump control valve opened and allowed the well pump to blowoff to the Backwash Waste

Tank. During blowoff, the Well 18 discharge pressure was 90 psi. Upon completion of blowoff, the pump control valve closed and Well 18 raw water was diverted to the Fe/Mn filtration system and an Fe/Mn filter was purged, and then entered filtration mode.

b. Conclusion

Well 18 operating pressure of 90 psi during blowoff is too low. We understand that the pumping water level of Well 18 is 80 feet below ground surface (BGS). Based on this, the minimum Well 18 discharge pressure should be approximately 125 psi to ensure that the pumping unit operates on its curve (125 psi discharge pressure plus 80 feet BGS pumping water level equates to 370 feet total dynamic head (TDH), which is the minimum pump TDH for safe operation). Therefore, the Well 18 pump control valve should be adjusted so that the discharge pressure is 125 psi in lieu of 90 psi.

2. Fe/Mn Filtration

a. Observations

Raw water from Well 1A and Well 18 is conveyed through the Fe/Mn filtration system. When one (1) well operates, one (1) filter is in service; and when both wells operate, two (2) filters are in service. During normal Fe/Mn filtration system operation, the Well 1A flow rate was approximately 1,400 gpm and the Well 18 flow rate was approximately 1,250 gpm (2,650 gpm maximum Fe/Mn filtration system flow rate), and the Well 8 flow rate was approximately 1,200 gpm (3,850 gpm maximum PFAS treatment system flow rate). Depending on the number of wells and Fe/Mn filters operating, Plant influent operating pressures ranged between 130 psi and 165 psi and Plant effluent operating pressures ranged between 110 psi and 135 psi.

b. Conclusions

The Plant operates satisfactorily when the Fe/Mn filtration system is in filtration mode.

3. Fe/Mn Filter Backwash

a. Background

Backwash supply water for the Fe/Mn filtration system is obtained from the Plant effluent and/or from the distribution system depending on how many wells are operating.

- When the Plant effluent flow rate exceeds the backwash supply flow rate, a portion of Plant effluent water is utilized for Fe/Mn filtration system backwash and a portion of Plant effluent water is discharged to the distribution system.
- When the Plant effluent flow rate is less than the backwash supply flow rate, all of the Plant effluent water is utilized for Fe/Mn filtration system backwash and a portion of the backwash supply flow is obtained from the distribution system.
- When no wells are operating, all of the backwash supply flow is obtained from the distribution system.

Normally, all Plant effluent water is discharged to the potable water distribution system to the west for blending with water discharged from Well 2 and distribution system piping to the east of the Plant is isolated. District staff turned off Well 2 and opened the east distribution system piping for the final investigation, which allowed Plant effluent water to be discharged to both the west and east as well as allowed

backwash supply water to be obtained from both the west and east distribution system pipelines.

b. Observations

With the east distribution system pipeline isolated and original pneumatic actuator speed control valves still installed, the filter pressure surges were observed as high as 185 psi and the Plant effluent pressure surges were as high as 180 psi upon completion of the backwash cycle when the Fe/Mn filter backwash valves closed. The highest Plant effluent pressure surge of 180 psi occurred when no wells were operating and all of the backwash flow was obtained from the distribution system. Upon completion of the backwash cycle, the Plant effluent pressure surges were slightly less when all three (3) wells were operating and treated water was still being discharged to the distribution system (i.e. Plant effluent flow rate greater than backwash supply flow rate).

With both the west and east distribution system pipelines open and the new pneumatic actuator speed control valves installed, the filter pressure surges were observed as high as 150 psi upon completion of the backwash cycle when the Fe/Mn filter backwash valves closed. However, District staff indicated that the pressure surges can still be as high as 180 psi due to the Fe/Mn filter valve discs sticking.

Regardless of where backwash water was obtained, filter pressure during backwash was approximately 20 psi and Plant effluent pressure during filter backwash was approximately 110 psi to 120 psi.

c. Conclusions

The high-pressure surges are the result of the rapid closing of the Fe/Mn filter backwash influent/effluent butterfly valves. The pressure surges are exacerbated by

both the high backwash flow rate and high differential pressure across the ROFCV during backwash (i.e. 110 to 120 psi Plant effluent pressure and 20 psi Fe/Mn filter pressure). Replacing the pneumatic actuator speed control valves did not reliably reduce the high-pressure surges. Therefore, we recommend that the backwash supply ROFCV be retrofitted with a solenoid on/off function that will allow the ROFCV to be closed by the FCP prior to closing the Fe/Mn filter backwash influent/effluent butterfly valves. Closing the ROFCV before closing the Fe/Mn filter backwash influent/effluent butterfly valves will significantly reduce the high-pressure surges because the ROFCV can be closed much slower than the pneumatically-operated butterfly valves. In addition, the ROFCV can start shutting off backwash supply flow to the Fe/Mn filtration system early in the closing cycle because it is a globe valve. In our experience, there is a larger closing window available with a globe valve compare to a butterfly valve due to a relationship of valve shape (i.e., cross-sectional area) and percent open.

Since the retrofitted backwash supply ROFCV would still be hydraulically-operated, reduction in valve opening and closing speed would be controlled by system operating pressure in conjunction with the valve pilotry. Therefore, the retrofitted backwash supply ROFCV should be provided with provisions for converting the valve to an electronically-controlled ROFCV in the future because electronically-controlled ROFCVs can be programmed to open and close over a preset time period irrespective of operating pressure.

Opening the east distribution system pipeline and obtaining backwash supply water from both the west and east distribution system pipelines significantly reduced the high-pressure surges. However, the east distribution system pipeline needs to be isolated from the west distribution system pipeline so that all Plant treated water can be discharged to the west for Well 2 blending, unless Well 2 is turned off during Fe/Mn filter backwash, which the District wants to avoid. Therefore, District staff desires that a dedicated backwash supply pipeline be constructed to the Plant from

the east distribution system pipeline so that Plant effluent can still be discharged to the distribution system for blending with Well 2 during filtration system backwash. This option is presented on both **Figures 2 and** 3 (attached). Obtaining backwash supply water from just the east distribution system pipeline will not reduce the high-pressure surges to the same extent as obtaining backwash supply water from both the west and east distribution system pipelines, but will allow filter backwash to commence while still discharging treated water from the Plant to the distribution system. Ultimately, the proposed interconnecting pipeline will provide greater operational flexibility for the various flow rate demands.

c. Options Not Considered

We discussed converting the backwash supply ROFCV from hydraulically-operated to electronically-controlled and relocating the ROFCV to the to the Fe/Mn filtration system backwash waste and purge discharge pipeline (downstream of the Fe/Mn filtration system). Converting and relocating the ROFCV would allow the valve to hold constant backpressure on the filtration system during backwash and purge as well as allow the ROFCV to open and close slowly and prior to opening and closing the Fe/Mn filter butterfly valves. However, we recommend against relocating the ROFCV to the backwash/purge effluent line because the backwash waste water contains iron and manganese particles removed from the filtration media that would plug and/or damage the ROFCV pilot tubing and control valves. Therefore, relocating the backwash supply ROFCV is not included in our evaluation.

We also discussed constructing a backwash supply tank and pump station that would provide an independent backwash supply source to the Fe/Mn filtration system. However, there is insufficient space at the Plant site for constructing a backwash supply tank and pump station. Therefore, constructing a backwash supply tank and pump station is not included in our evaluation.

4. Fe/Mn Filter Purge

a. Observations

1) Fe/Mn Filtration System Purge Prior to Being Placed Into Service

With Wells 1A and 18 off, the Fe/Mn filtration system was off and all filters were isolated. Upon starting Well 18 and completing the blowoff sequence, one (1) Fe/Mn filter entered into purge mode and the Well 18 discharge pressure (i.e. Plant influent pressure) was 80 psi.

2) Fe/Mn Filtration System Purge While Already In Service

With one (1) Fe/Mn filter in service and either Well 1A or Well 18 operating, the Plant influent pressure dropped from its normal operating pressure to 80 psi when a standby Fe/Mn filter entered into purge mode. The pressure would gradually increase to 110 psi and remain at 110 psi for the duration of the purge cycle. Upon completion of the purge cycle, the Plant influent pressure surged as high as 160 psi when the Fe/Mn filter purge effluent valve closed.

With two (2) Fe/Mn filters in service and both Well 1A and Well 18 operating, the Plant influent pressure dropped from its normal operating pressure to 110 psi when the standby Fe/Mn filter entered into purge mode. The pressure would gradually increase to 130 psi and remain at 130 psi for the duration of the purge cycle. Upon completion of the purge cycle, the Plant influent pressure surged as high as 160 psi when the Fe/Mn filter purge effluent valve closed.

During these scenarios, it appeared that raw water from Well 8 was flowing backwards through the in-service Fe/Mn filter and entering into the Fe/Mn filtration system raw water line and joining with the Well 18 and Well 1A raw water, and then being conveyed through the purging Fe/Mn filter to the Backwash Waste Tank. This is possible since the Fe/Mn filter effluent ROFCVs are locked in the open position. During Fe/Mn filtration system purge, all Well 8 raw water should still be conveyed through the PFAS treatment system. However, during these scenarios, the PFAS treatment flow rate fell to between zero and 500 gpm, which is significantly lower than the Well 8 flow rate of 1,200 gpm, signifying that raw water from Well 8 was in fact travelling backwards through the Fe/Mn filtration system.

b. Conclusion

Well 1A appears to be operating on its curve during purge, but Well 18 is operating at too low of a discharge pressure during purge because the existing filter purge orifice plates have too large of a bore diameter. Similar to the Well 18 blowoff, the Well 18 discharge pressure should be approximately 125 psi to ensure that the pumping unit operates on its curve (370' TDH at 1,400 gpm). Therefore, the Fe/Mn filter orifice plates should be replaced with orifice plates with 2.45" diameter bores. Orifice plates are available from Daniel Measurement and Control.

The Fe/Mn filter effluent ROFCVs should be retrofitted with a check valve feature to prevent raw water from Well 8 being conveyed backwards through the Fe/Mn filters. In addition to the fact that raw water from Well 8 should not be conveyed backwards through an in-service Fe/Mn filter, the conveyance of raw water from Well 8 backwards through the in-service Fe/Mn filter exacerbates the Plant influent high-pressure surges because when an Fe/Mn filter purge cycle ends, the Well 8 water has to be stopped and rediverted to the PFAS treatment system. However, the ROFCVs should not be retrofitted until the Fe/Mn filter purge orifice plates are

replaced because it appears that the Well 8 flow through the in-service filter is helping the Well 18 pump remain on its curve. Since the Fe/Mn filter effluent ROFCV solenoid controls have been removed from service (abandoned), we also recommend that the valves be converted from electronically-controlled to hydraulically-operated.

Increasing Plant influent backpressure during purge via smaller bore diameter orifice plates and preventing Well 8 raw water from conveying backwards through an in-service Fe/Mn filter should significantly reduce Plant influent high-pressure surges occurring at the end of filter purge cycles. However, if the Plant influent high-pressure surges are not adequately mitigated, we recommend that the existing Fe/Mn filter pneumatically-actuated butterfly valves be replaced with micro-processor based electric motor-operated butterfly valves. The electric motor-operated butterfly valves can be programmed to close much slower than the existing pneumatic-actuated butterfly valves to further reduce the high-pressure surges being experienced at the Plant.

5. Fe/Mn Filter Automatic Valve Opening and Closing Sequences

From standby mode, when an Fe/Mn filter is required to operate (either upon startup or if an operating filter needs to backwash), the standby filter will enter purge mode for a preset time period prior to entering filtration mode. All operating filter(s) will remain in service while the standby filter is in purge mode. Upon completion of the purge cycle, the filter is placed into service and another filter that requires backwash will isolate from the system, complete a backwash cycle, then be placed into standby mode.

a. <u>Fe/Mn Filter Nos. 1 and 2</u>

Filter Nos. 1 and 2 automatic valves appear to operate in the appropriate sequence. When transitioning from standby mode (all valves closed) to purge mode, the raw

water influent valve opens followed by the opening of the purge water effluent valve, allowing the filter to purge. Upon completion of the purge cycle, the treated water effluent valve opens followed by the closing of the purge water effluent valve. When transitioning from filtration mode to backwash mode, the raw water and treated water effluent valves close, thereby isolating the filter from the system. Thereafter, the backwash waste effluent valve opens and is followed by the opening of the backwash supply influent valve. Upon completion of the backwash cycle, the backwash waste effluent valve closes followed by the closing of the backwash supply inlet valve.

b. Filter No. 3

During the initial investigations, Filter No. 3 automatic valves did not operate in the correct sequence. When transitioning from filtration mode to backwash mode, the backwash supply effluent valve opened before the filter isolates from the system. This allowed Plant influent water to discharge directly to the onsite Backwash Waste Tank, which caused the Plant operating pressure to fall to approximately 30 psi. Subsequently, the raw water valve closed and caused the Plant operating pressure to surge to over 200 psi. This specific condition caused the worst high-pressure surges observed at the Plant. We understand that District staff has since corrected the Filter No. 3 valve opening and closing sequences. However, the corrected valve opening and closing sequencing was not observed by K&S.

c. District staff indicated that multiple filters will enter filtration mode after a filter has backwashed. However, this was not observed by K&S during any of the onsite operational investigations.

E. RECOMMENDATIONS

We recommend that the proposed improvements be constructed in two (2) phases. Phase 1 improvements should include the following:

1) Construct dedicated Fe/Mn backwash supply pipeline from the east distribution system pipeline
2) Convert the existing electronically-controlled Fe/Mn filter effluent ROFCVs to hydraulically-operated ROFCVs and add check valve feature
3) Replace the existing Fe/Mn filter purge effluent orifice plates
4) Retrofit the backwash supply ROFCV to include solenoid on/off control and provide future capability for converting the ROFCV from hydraulically-operated to electronically-controlled

Phase 1 improvements are shown schematically on attached **Figure 2**. A budgetary project estimate for the Phase 1 improvements is presented in the table below.

Phase I Budgetary Project Cost Estimate		
Item No.	**Description**	**Cost**
1	Construct Dedicated 16" Diameter Fe/Mn Backwash Supply Pipeline from East Distribution System Pipeline	$200,000
2	Convert Existing Electronically-Controlled Fe/Mn Filter Effluent ROFCVs To Hydraulically-Operated ROFCVs and Add Check Valve Feature, including Piping and Appurtenances	$70,000
3	Replace Existing Fe/Mn filter Purge Effluent Orifice Plates	$40,000
4	Retrofit Existing Backwash Supply ROFCV to Include Solenoid On/Off Control, including Electrical and Controls/PLC Programming	$25,000
	Construction Subtotal:	$335,000
	Construction Contingency (30%):	$100,500
	Total Construction Total:	$435,500
5	Engineering (30% of Total Construction Cost)	$130,650
	Total Project Cost (Rounded):	**$566,000**

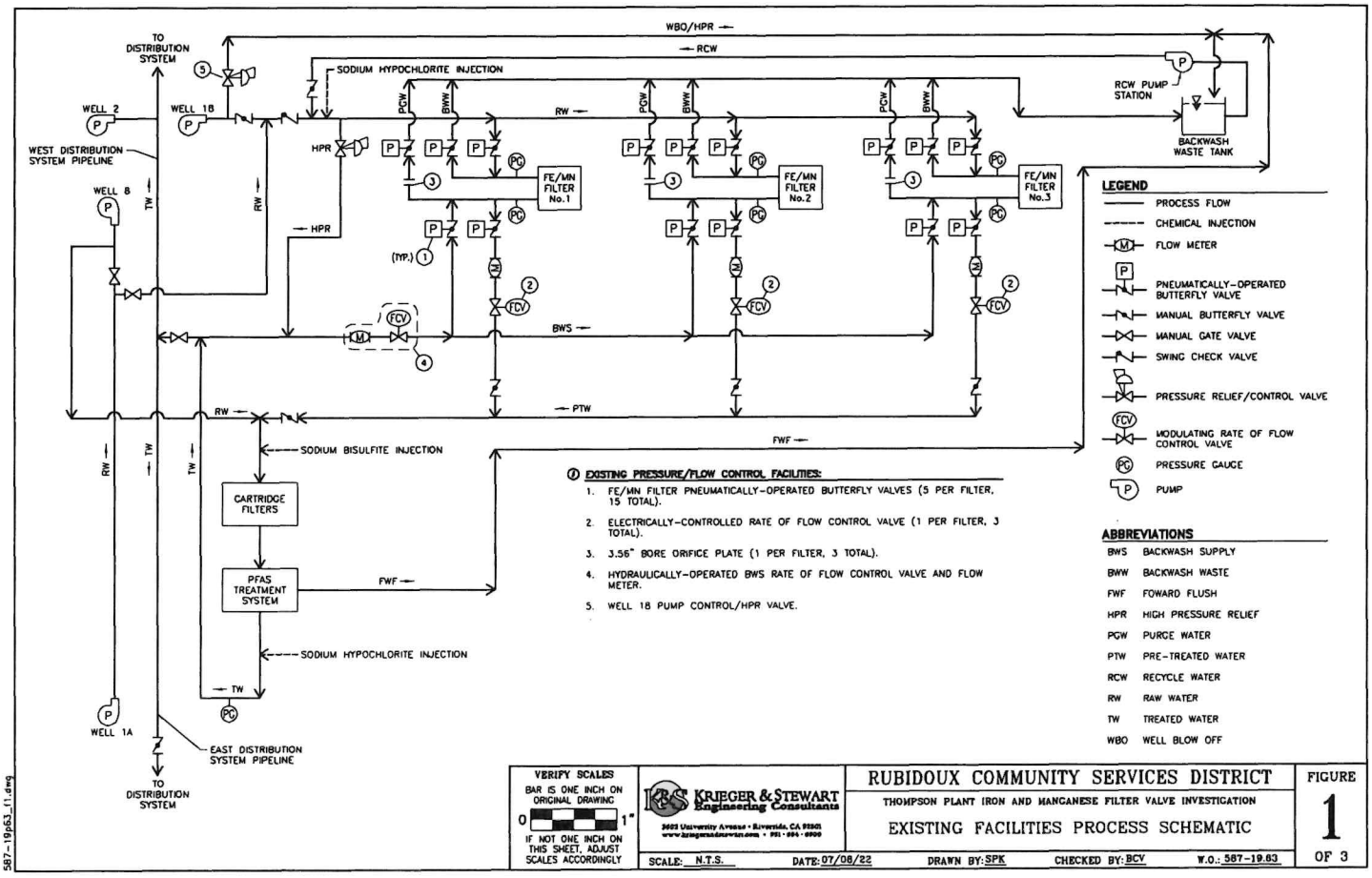
If the Phase 1 improvements do not adequately mitigate the high-pressure surges, we recommend that the existing Fe/Mn filter pneumatically-actuated butterfly valves be replaced with micro-processor based electric motor-operated butterfly valves (i.e. Phase 2 improvements per attached **Figure 3**). A budgetary construction cost estimate for replacing the existing pneumatically-actuated butterfly valves with electric motor-operated butterfly valves is presented in the table below.

Phase II Budgetary Project Cost Estimate		
Item No.	**Description**	**Cost**
1	Replace Existing Pneumatically-Actuated Butterfly Valves with Electric Motor-Operated Butterfly Valves, including Electrical Work (15 Valves Total)	$380,000
	Construction Subtotal:	$380,000
	Construction Contingency (30%):	$114,000
	Total Construction Total:	$494,000
2	Engineering (30% of Total Construction Cost)	$148,200
	Total Project Cost (Rounded):	**$642,000**

BCV/nr
587-19P63-TM1-TB (FINAL)

Attachment: Figure 1 – Existing Facilities Treatment Schematic
Figure 2 – Phase 1 Improvements Treatment Schematic
Figure 3 – Phase 2 Improvements Treatment Schematic

FIGURES



VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

KRIEGER & STEWART Engineering Consultants
3602 University Avenue • Riverside, CA 92501
www.kriegerandstewart.com • 951 • 684 • 4900

RUBIDOUX COMMUNITY SERVICES DISTRICT

THOMPSON PLANT IRON AND MANGANESE FILTER VALVE INVESTIGATION

EXISTING FACILITIES PROCESS SCHEMATIC

FIGURE 1 OF 3

SCALE: N.T.S. DATE: 07/08/22 DRAWN BY: SPK CHECKED BY: BCV W.O.: 587-19.63

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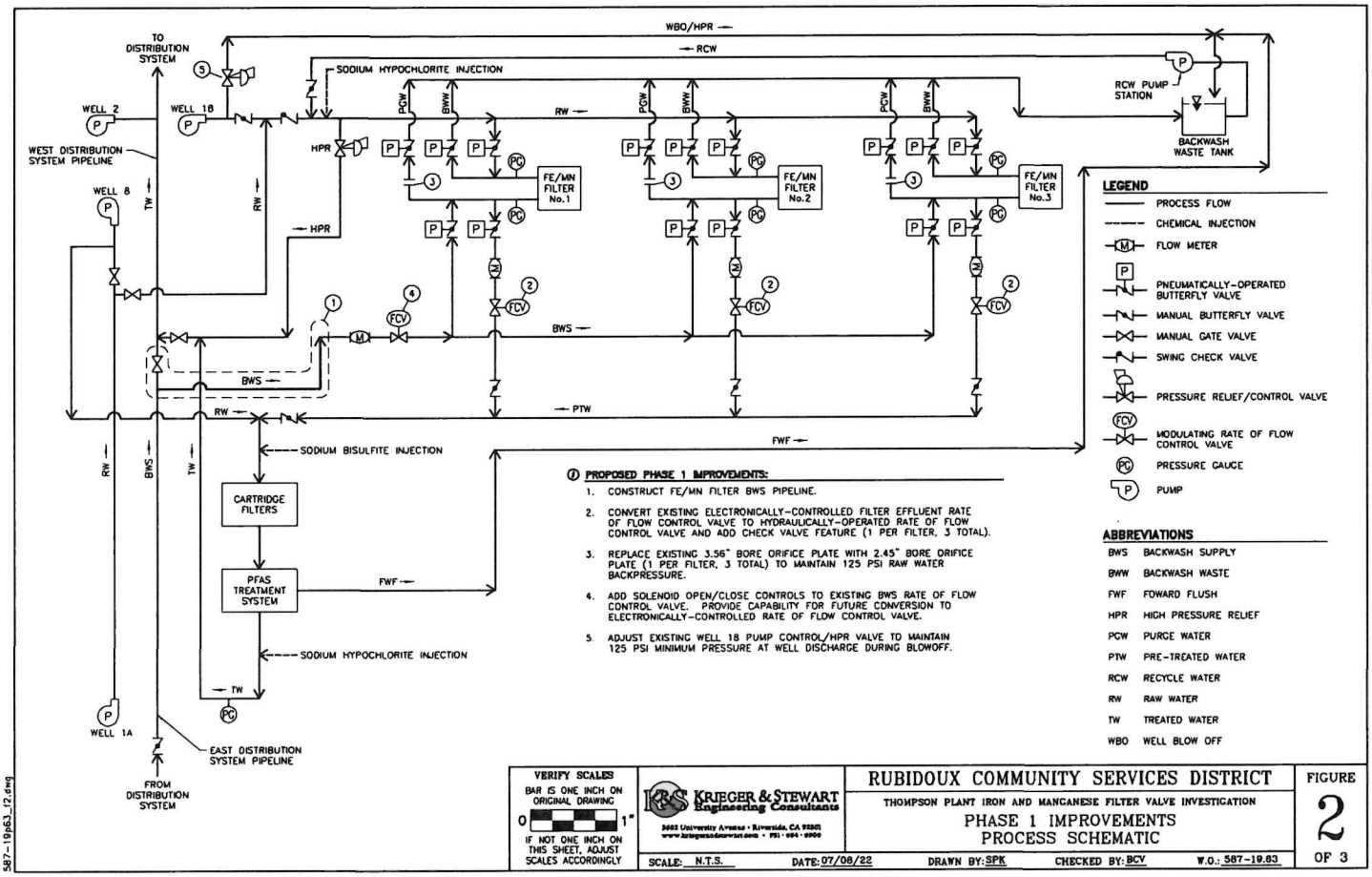

① PROPOSED PHASE 1 IMPROVEMENTS:

1. CONSTRUCT FE/MN FILTER BWS PIPELINE.
2. CONVERT EXISTING ELECTRONICALLY-CONTROLLED FILTER EFFLUENT RATE OF FLOW CONTROL VALVE TO HYDRAULICALLY-OPERATED RATE OF FLOW CONTROL VALVE AND ADD CHECK VALVE FEATURE (1 PER FILTER, 3 TOTAL).
3. REPLACE EXISTING 3.56" BORE ORIFICE PLATE WITH 2.45" BORE ORIFICE PLATE (1 PER FILTER, 3 TOTAL) TO MAINTAIN 125 PSI RAW WATER BACKPRESSURE.
4. ADD SOLENOID OPEN/CLOSE CONTROLS TO EXISTING BWS RATE OF FLOW CONTROL VALVE. PROVIDE CAPABILITY FOR FUTURE CONVERSION TO ELECTRONICALLY-CONTROLLED RATE OF FLOW CONTROL VALVE.
5. ADJUST EXISTING WELL 18 PUMP CONTROL/HPR VALVE TO MAINTAIN 125 PSI MINIMUM PRESSURE AT WELL DISCHARGE DURING BLOWOFF.

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RUBIDOUX COMMUNITY SERVICES DISTRICT

THOMPSON PLANT IRON AND MANGANESE FILTER VALVE INVESTIGATION

PHASE 1 IMPROVEMENTS PROCESS SCHEMATIC

FIGURE 2 OF 3

SCALE: N.T.S. DATE: 07/08/22 DRAWN BY: SPK CHECKED BY: BCV W.O.: 587-19.63

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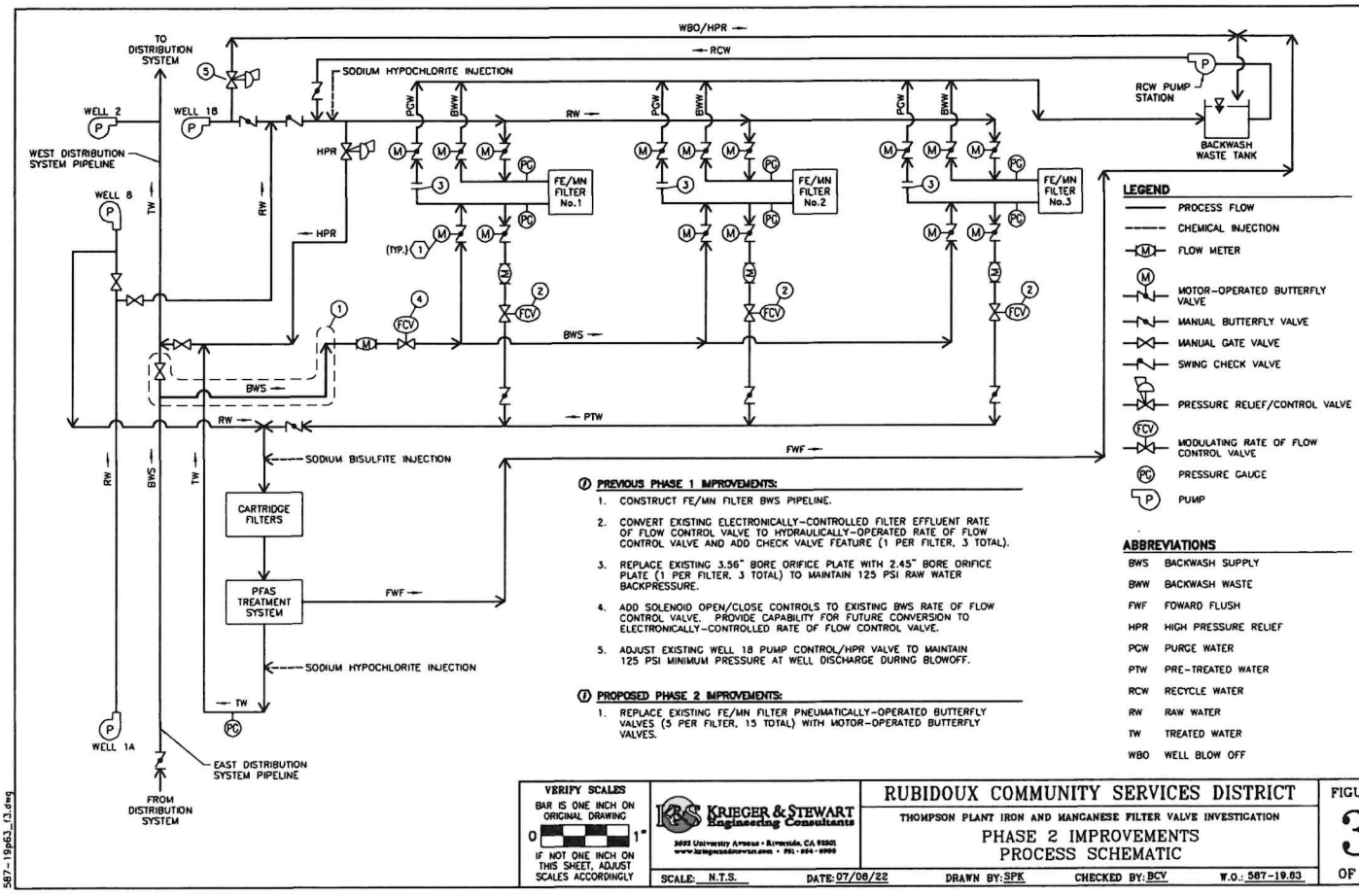

(1) PREVIOUS PHASE 1 IMPROVEMENTS:

1. CONSTRUCT FE/MN FILTER BWS PIPELINE.
2. CONVERT EXISTING ELECTRONICALLY-CONTROLLED FILTER EFFLUENT RATE OF FLOW CONTROL VALVE TO HYDRAULICALLY-OPERATED RATE OF FLOW CONTROL VALVE AND ADD CHECK VALVE FEATURE (1 PER FILTER, 3 TOTAL).
3. REPLACE EXISTING 3.56" BORE ORIFICE PLATE WITH 2.45" BORE ORIFICE PLATE (1 PER FILTER, 3 TOTAL) TO MAINTAIN 125 PSI RAW WATER BACKPRESSURE.
4. ADD SOLENOID OPEN/CLOSE CONTROLS TO EXISTING BWS RATE OF FLOW CONTROL VALVE. PROVIDE CAPABILITY FOR FUTURE CONVERSION TO ELECTRONICALLY-CONTROLLED RATE OF FLOW CONTROL VALVE.
5. ADJUST EXISTING WELL 18 PUMP CONTROL/HPR VALVE TO MAINTAIN 125 PSI MINIMUM PRESSURE AT WELL DISCHARGE DURING BLOWOFF.

(1) PROPOSED PHASE 2 IMPROVEMENTS:

1. REPLACE EXISTING FE/MN FILTER PNEUMATICALLY-OPERATED BUTTERFLY VALVES (3 PER FILTER, 15 TOTAL) WITH MOTOR-OPERATED BUTTERFLY VALVES.

ABBREVIATIONS

BWS	BACKWASH SUPPLY
BWW	BACKWASH WASTE
FWF	FOWARD FLUSH
HPR	HIGH PRESSURE RELIEF
PCW	PURGE WATER
PTW	PRE-TREATED WATER
RCW	RECYCLE WATER
RW	RAW WATER
TW	TREATED WATER
WBO	WELL BLOW OFF

VERIFY SCALES
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RUBIDOUX COMMUNITY SERVICES DISTRICT

THOMPSON PLANT IRON AND MANGANESE FILTER VALVE INVESTIGATION

PHASE 2 IMPROVEMENTS PROCESS SCHEMATIC

FIGURE 3 OF 3

SCALE: N.T.S. DATE: 07/08/22 DRAWN BY: SPK CHECKED BY: BCV W.O.: 587-19.03

587-19p63_f3.dwg

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WEBB Proposal: 015668

November 18, 2022

Sent Via Email to TBeckwith@rcsd.org

Mr. Ted Beckwith, P.E.
Director of Engineering
RUBIDOUX COMMUNITY SERVICES DISTRICT
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509

RE: Proposal for Engineering Design for Thompson WTF Surge Issue

Dear Mr. Beckwith:

Pursuant to the District's request, we are providing this proposal to design the recommended improvements associated with the current Thompson WTF Surge Issue.

PROJECT UNDERSTANDING

It is our understanding that the District requires an engineering design to address the existing surging issues at the Thompson WTF. A technical memorandum dated July 11, 2022 and revised August 17, 2022 prepared by Krieger and Stewart Engineering Consultants recommended two phases of improvements to address the surging issues currently experienced at the treatment facility. The Phase 1 improvements include approximately 200 linear feet of a dedicated 16-in back wash supply line, retrofitting of the existing backwash supply ROF control valve for solenoid/electronic controls, conversion of existing Fe/Mn Filter Effluent ROF control valves to hydraulic control with an added check feature and replacement of the purge effluent orifice plates.

If the Phase 1 improvements do not adequately address the surging issue, then Phase 2 Improvements will be implemented which will replace the 15 pneumatically actuated butterfly valves with electric motor-operated butterfly valves.

Our proposal does not include a reassessment of the surge issues, causes and recommended improvements. We have allocated some effort during the construction phase for supporting the start-up and testing of the equipment and determining if the surging issues have been mitigated to an acceptable level. Further, our proposal assumes that both Phase 1 and Phase 2 will be designed and bid together with the option to delete Phase 2 if it is determined that the Phase 1 improvements adequately mitigate the surging issues.

WEBB is teaming with Design West Engineering for the electrical and controls design required for the project.

SCOPE OF WORK

Task 1. Survey and Utility Research

WEBB in-house survey crews will field collect surface features for utilities within the project area including valve cans, manholes, vaults, gutters, and storm drain catch basins. The following will be provided as part of this service:

a. Prepare horizontal control calculations for the site
b. Prepare survey control map including property and the centerline of 34th Street fronting the site.
c. Field locate existing surface features; no aerial topography will be provided.

We anticipate that RCSD will provide the detailed as-built plans on the site so that we can locate all existing facilities (conduits, disinfectant pipelines, etc.) and pipelines, potential interferences or conflicts with a potential pipeline alignment. We will then contact the utility companies to obtain atlas maps of their facilities and locations, size and depth of the facilities within the project area. WEBB will review the project area in detail looking for additional evidence of underground utilities, such as cut pavement and risers. All Utility information received will then be added to the project base maps. We have included a budget for four (4) potholes in the budget to be completed by our potholing sub-consultant. Field verification of all utilities will be specified in the contract documents to be completed by the contractor prior to any construction activities to avoid any future contractor crew down time while a resolution is determined.

Task 2. Preliminary Design

The WEBB Team will prepare a conceptual plan for both the proposed new segment of pipeline between 34th Street and the connection point within the plant. WEBB will also investigate the materials for the orifice plates and valve controls with the appropriate vendors, confirm changes needed to accomplish the recommendations, confirm the changes and/or retrofits will physically fit in the facility, confirm the controls necessary for the changes and document the detailed changes on a plan sheet and draft technical specifications. A conceptual cost estimate will be prepared at this time.

Task 3. Final Design

3.1 Design Plans: The WEBB Team will prepare detailed design plans in accordance with the approved preliminary design. We will prepare 90%, 100% and Final Design plans. Design review workshops will be conducted with the District following at the conceptual, and 90% and 100% submittals. We anticipate the following plans:

- Title Sheet
- Index Map, General and Project Notes, Abbreviations and Legend
- One plan and profile sheets for the pipeline
- One Detail Sheet for the valves and orifice plates

3.2 Connection Details: WEBB will prepare connection details as required.

3.3 Estimate of Probable Construction Cost: WEBB will prepare an estimate of probable construction cost presented as an Excel spreadsheet at each design submittal. The final cost estimate will be in accordance with the bid schedule and schedule of values.

3.4 Mechanical/Electrical Design: WEBB will prepare the mechanical design for the valves and orifice plates. Design West will prepare the electrical and control design details.

3.5 Specifications: Contract Specifications: WEBB will prepare project specifications utilizing the District's most current front-end bidding documents and supplement the District's existing technical specifications as required.

3.6 QA/QC: WEBB will perform the appropriate QA/QC reviews of the plans and specifications at each stage of the design.

3.7 CEQA: WEBB will prepare a notice of exemption for the project. If it is determined that a more detailed CEQA document is required, such as a mitigated negative declaration, additional budget will be necessary.

Task 4. Bid Support

4.1 Pre-Bid Meeting: WEBB will attend the pre-bid meeting and answer questions from potential bidders.

4.2 Bid Interpretation: WEBB will respond to questions and RFIs from potential bidders via addendum. WEBB will prepare up to two (2) addenda as needed. WEBB will review bids in conformance to the requirements. If contractor's bid values deviate significantly from the estimate of probable construction cost, WEBB will provide an analysis of the deviation.

Task 5. Construction Support

5.1 Pre-Construction Meeting: WEBB will attend and participate in the pre-construction meeting and answer questions from the District and contractor.

5.2 Submittals, RFIs, Site Visits: WEBB will review construction submittals (assumed 20 submittals), respond to RFIs from the contractor (assumed 5), and perform periodic site visits (assumed 6 site visits)

5.3 Start-up and Testing Support: WEBB will assist the District during the startup and testing of the Phase 1 improvements to help determine if the Phase 1 improvements adequately addressed the surging issues. If not, the Phase 2 improvements would commence, and WEBB will also assist the District for the Phase 2 startup and testing.

Task 6. Project Management

This task provides for the effort to manage the project including budget, schedule, staff, as well as regular internal meetings, and invoicing. Our budget includes a kickoff meeting, and three design review/coordination meetings

Deliverables

- Preliminary Design and Cost Estimate.
- 90% and 100% plans, specifications and cost estimates for District review.
- Final contract documents for bidding purposes
- Addenda
- Submittal Reviews
- Start Up Report

Additional Services

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

PROJECT TEAM

The WEBB primary project team members are as follows:

- Project Manager: Brad Sackett, PE
- Project Engineer: Sinnaro Yos, PE
- QA/QC: Shane Bloomfield, PE
- Electrical Engineer: Design West Engineering

PROJECT SCHEDULE

Our budget is based on the entire design process taking up to 6 months; if more time is required, then a budget augment may be requested. The anticipated schedule is a follows:

Task	Completion Date
Kick Off Meeting	Dec 15, 2022
Survey and Mapping	Jan 30, 2023
Utility Research	Feb 15, 2023
Preliminary Design	Feb 26, 2023
CEQA	May 1, 2023
Final Design	May 1, 2023
Bidding Support	June 30, 2023
Construction	Aug 2023 through Dec 2023

PROJECT FEE/FEE SUMMARY

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

TASK		TOTAL ESTIMATED SERVICES BUDGET[1]
I.	Survey, Mapping and Utility Research	$ 16,181
II.	Preliminary Design	$ 13,514
III.	Final Design and CEQA	$ 42,754
IV.	Bid Support	$ 5,928
V.	Construction Support	$ 21,512
VI.	Project Management	$ 7,681
	Total Fee For Services =	**$ 107,570**

Unforeseen additional work activities may arise as the project progresses. As such, the District may wish to allocate an additional 10-15 percent of the total services budget for allocation purposes only. A detailed man-hour breakdown of the services budget is included.

[1] The budget estimate includes efforts for both Phase 1 and Phase 2.

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

Sincerely,
ALBERT A. WEBB ASSOCIATES

Bradley Sackett, P.E.
Senior Engineer
Attachments: Budget/Hours Estimate

ALBERT A. WEBB ASSOCIATES

Thompson WTF Surge Proposal - Phase 1 (Pipeline, Orifice Plates, Controls)

Rubidoux Community Services District

Item	Description	Bradley Sackett Principal II	Sinnaro Yos Senior III	Elizabeth Xiong Assistant V	Shane Bloomfield Principal II	Michael Johnson Principal I	Matthew Sievers Party Chief/2-Person Survey Crew	Jordan Moratti Assistant IV	April Escoto Project Coordinator	Total Hours	Subtotal - Labor	Sub-consultant budget	Expenses	Total/task[1]
	Billout Rate	$ 302	$ 272	$ 189	$ 302	$ 287	$ 314	$ 170	$ 135					
Task 1 - Survey and Utility Research		**2**	**4**	**4**		**4**	**10**	**16**	**10**	**50**	**$ 10,806**	**$ 5,175**	**$ 200**	**$ 16,181**
1.1	Field Survey and Map Site					4	8	16	2	**30**	$ 6,650	$ -	$ 25	**$ 6,675**
1.2	Engineering Field Walk	2	2							**4**	$ 1,148	$ -	$ 25	**$ 1,173**
1.3	Utility Research and potholing (4)		2	4			2		8	**16**	$ 3,008	$ 5,175	$ 150	**$ 8,333**
Task 2 - Preliminary Design		**6**	**14**	**16**					**2**	**38**	**$ 8,914**	**$ 4,600**	**$ -**	**$ 13,514**
2.1	Coordination with RCSD	4	4						2	**10**	$ 2,566	$ -	$ -	**$ 2,566**
2.2	Conceptual Plan	2	4	8						**14**	$ 3,204	$ 3,450	$ -	**$ 6,654**
2.3	Cost Estimate		6	8						**14**	$ 3,144	$ 1,150	$ -	**$ 4,294**
Task 3 - Final Design and CEQA		**8**	**52**	**46**	**6**				**16**	**128**	**$ 29,226**	**$ 13,478**	**$ 50**	**$ 42,754**
3.1	Pipeline Plan and Profile	2	4	12						**18**	$ 3,960	$ -	$ -	**$ 3,960**
3.2	Connection Details		2	6						**8**	$ 1,678	$ -	$ -	**$ 1,678**
3.3	Title Sheet and Notes		2	4						**6**	$ 1,300	$ -	$ -	**$ 1,300**
3.4	Mechanical / Electrical Design		16	16					4	**36**	$ 7,916	$ 7,728	$ 25	**$ 15,669**
3.5	Specifications	4	24	8					8	**44**	$ 10,328	$ 5,750	$ -	**$ 16,078**
3.6	QA/QC Reviews				6					**6**	$ 1,812	$ -	$ 25	**$ 1,837**
3.7	CEQA - Notice of Exemption	2	4						4	**10**	$ 2,232	$ -		**$ 2,232**
Task 4 - Bidding Support		**4**	**8**	**6**					**6**	**24**	**$ 5,328**	**$ 575**	**$ 25**	**$ 5,928**
4.1	Attend Pre-Bid Meeting	2								**2**	$ 604	$ -	$ 25	**$ 629**
4.2	Prepare addenda (2)	1	6	4					2	**13**	$ 2,960	$ 575	$ -	**$ 3,535**
4.3	Bid Analysis	1	2	2					4	**9**	$ 1,764	$ -	$ -	**$ 1,764**
Task 5 - Construction Support		**14**	**29**	**20**					**9**	**72**	**$ 17,111**	**$ 4,301**	**$ 100**	**$ 21,512**
5.1	Pre-Construction Meeting	2	1						2	**5**	$ 1,146	$ -	$ 25	**$ 1,171**
5.2	Submittals, RFIs, Site Visits	4	16	16					2	**38**	$ 8,854	$ 4,301	$ 50	**$ 13,205**
5.3	Start up and Testing	8	12	4					5	**29**	$ 7,111	$ -	$ 25	**$ 7,136**
Task 6 - Project Management		**16**	**7**						**7**	**30**	**$ 7,681**	**$ -**	**$ -**	**$ 7,681**
6.1	Kick off meeting	2	1						2	**5**	$ 1,146	$ -		**$ 1,146**
6.2	Design Review meetings (3)	6	3						1	**10**	$ 2,763	$ -		**$ 2,763**
6.3	Project Management	8	3						4	**15**	$ 3,772	$ -		**$ 3,772**
Total		**50**	**114**	**92**	**6**	**4**	**10**	**16**	**50**	**342**	**$ 79,066**	**$ 28,129**	**$ 375**	**$ 107,570**

KRIEGER & STEWART
Engineering Consultants

August 19, 2022
Revised November 11, 2022

000-161.52A

Ted Beckwith, Director of Engineering
Rubidoux Community Services District
Post Office Box 3098
Jurupa Valley, CA 92519

Via Email to tbeckwith@rcsd.org

Subject: Engineering Services Proposal for
Leland J. Thompson Water Treatment Plant
Fe/Mn Filtration System Backwash Supply Pipeline

Dear Mr. Beckwith:

We appreciate the opportunity to submit our proposal for subject project. We understand that the District requires design engineering services for constructing a dedicated backwash supply pipeline to the iron and manganese (Fe/Mn) filtration system at the Leland J. Thompson Water Treatment Plant (Plant). Construction of a dedicated backwash supply pipeline will eliminate the need to shut down Well 2 during an Fe/Mn filter backwash. We have prepared the following project scope of services, fee estimate, and schedule for your consideration.

A. SCOPE OF SERVICES

We have organized our Scope of Services into the following tasks:

Task 1 - Kickoff Meeting
Task 2 - Field Investigation
Task 3 - Environmental Services
Task 4 - Preparation of 30% Construction Drawings
Task 5 - Preparation of 75% Contract Documents
Task 6 - 75% Contract Documents Review Meeting
Task 7 - Preparation of 95% Contract Documents
Task 8 - Preparation of Final Contract Documents
Task 9 - Bid Phase Services

Our proposed services for each task are described as follows:

Task 1 - Kickoff Meeting

We will participate in a kickoff meeting with District staff to review our approach to the project as well and establish project design criteria. We will prepare an agenda prior to the meeting and after the meeting will prepare a minutes memorandum documenting the discussion items and required follow-up action items.

Task 2 - Field Investigations

We will visit the Plant to investigate the existing facilities, obtain field measurements, and reconcile any conflicts between Plant record drawings and constructed facilities.

Task 3 - Environmental Services

Utility pipelines under one mile in length constructed in public right-of-way are exempt from CEQA. In addition, construction of improvements involving alteration of existing facilities with negligible or no expansion of existing or former use is also exempt from CEQA. Therefore, we will prepare a Preliminary Exemption Assessment and Notice of Exemption for filing with the Riverside County Clerk.

Task 4 - Preparation of 30% Construction Drawings

We will prepare construction drawings for the proposed improvements and submit same to District staff for review and comment when the drawings are approximately 30% complete. The construction drawings will be prepared using the District's standard title block and format. We anticipate that the construction drawings will consist of general, civil, and mechanical drawings for the proposed improvements.

Task 5 - Preparation of 75% Contract Documents

Upon receiving District staff's comments on the 30% construction drawings, we will commence preparation of the Contract Documents (construction drawings and specifications).

We anticipate that the construction drawings will consist of eight (8) sheets, as follows:

1. Cover Sheet
2. Construction Notes Sheet
3. Legends, Symbols, Abbreviations, and Schedules Sheet
4. Treatment Process Schematic
5. General Site Piping Plan Sheet
6. Site Piping Plan Sheet
7. Civil Sections and Details Sheet
8. Mechanical Plan, Sections, and Details Sheet

Specifications will be prepared in the District's latest standard format. The Specifications will include District front end documents (e.g. notice inviting bids, bid forms, contract, and contract appendix), special requirements, technical specifications, and standard drawings. The special requirements and technical specifications will address the new materials, equipment, and appurtenances; construction sequence; and testing requirements. The construction sequence will include requirements for maintaining continuous Plant operation to the fullest extent possible.

We will submit electronic copies (pdf format) of the Contract Documents to the District for review and comment when the documents are approximately 75% complete. In addition, we will prepare a preliminary construction cost estimate and submit same with the 75% contract documents.

Task 6 - 75% Contract Documents Review Meeting

We will arrange a review meeting with District staff after submission of the 75% complete contract documents. During this meeting, we will obtain the District's comments on the 75% contract documents and review key aspects of the project. We will prepare an agenda prior to the meeting and after the meeting will prepare a minutes memorandum documenting the discussion items and required follow-up action items.

Task 7 - Preparation of 95% Contract Documents

After incorporating District staff's comments on the 75% complete Contract Documents, we will prepare 95% complete Contract Documents that will be essentially complete. Upon completion of the 95% Contract Documents, we will submit electronic copies (pdf format) of same to District staff for review.

Task 8 - Preparation of Final Contract Documents

Upon receipt of the District's review comments on the 95% Contract Documents, we will finalize the Contract Documents and incorporate any District review comments into same. We will submit electronic copies (pdf format) of the final construction drawings and specifications to the District for approval. Upon District staff's approval of the final documents, we will provide signed and stamped Contract Documents in electronic format (pdf). In addition, we will prepare a final construction cost estimate and submit same with the final Contract Documents.

Task 9 - Bid Phase Services

Once the Contract Documents are complete and have been approved by the District, we will send the Notice Inviting Bids to the local newspaper for legal advertising. We will then provide copies of the Contract Documents to all prospective bidders.

We will conduct a mandatory pre-bid job walk at the Plant site to ensure that prospective bidders gain an understanding of all site constraints that may affect the work.

We will prepare and distribute up to one (1) addendum and prepare responses for up to ten (10) questions or requests for clarification from prospective bidders.

District staff will attend the bid opening and will open bids. After the bid opening, we will review each bid to determine whether or not they are responsive. For the two lowest bids, we will check the bidder's references, the contractor's license status for the bidder and listed subbidders

with the California Contractor's Licensing Board to confirm that they possess valid contractor's licenses, and the Bid Bond surety to confirm compliance with the Best's Rating requirements.

Following our review of the bids, we will prepare a Recommendation of Award Memorandum for District staff which will summarize the bids received and the results of our bid review, and will include a recommendation for contract award. After the District awards the Contract, we will inform the successful bidder that they have been awarded the project work and coordinate execution of the Contract, including reviewing the Contract forms prior to sending to the District for acceptance and execution. Once the original contract has been executed by all parties, we will conform and distribute copies to each executing party.

B. FEE ESTIMATE

Our fee for providing engineering services regarding subject project is estimated not to exceed $62,400. A detailed breakdown of our estimated fee is included in attached **Table 1**. Our fee estimate is based on the rates specified in our **2022 Fee Schedule** per our current Master Agreement with the District dated February 24, 2022. We will bill for our engineering services on a monthly basis as work is completed. Our Scope of Services is subject to negotiation at the District's discretion.

Our fee estimate is based on the following understanding and assumption:

1. Construction phase engineering services (with the exception of bid phase services) are not included in our proposal, but we can provide a separate proposal at the District's request.

2. Preparation of environmental related documents, including but not limited to CEQA documents, will be limited to a Notice of Exemption and Preliminary Exemption Assessment. Services related to preparation of an Initial Study are not included.

3. Potholing of existing utilities will be performed by the contractor.

4. The contractor will obtain their own encroachment permit and provide all required traffic control drawings prior to construction.

5. Record topography data will be utilized for preparing the site plans. Therefore, surveying services are not included in our proposal.

6. District will apply and pay for all permits; however, we will provide all data, including construction drawings, for said permits.

7. Converse Consultants prepared a geotechnical investigation report for the Water Treatment System for Wells No. 1A and 18 (dated May 22, 2020). Said report was prepared in accordance with 2019 California Building Code requirements; therefore, we

will utilize the report for determining trenching, subgrade, bedding, backfill, and shoring requirements for the proposed pipeline.

8. Review meetings with the District are as listed in **Section A** above. Attendance at meetings other than those listed herein will be additional services and billed on an hourly basis in accordance with our fee schedule.

9. Contract Documents will require review and approval by the District only (no other agency approval will be required).

C. PROPOSED SCHEDULE

We anticipate completing the preparation of the Contract Documents (Tasks 1 through 7) within five (5) months of receiving Notice to Proceed. Our estimated completion time is based on the following schedule:

1.	Kickoff Meeting	Week 1
2.	Site Visit and Field Investigation	Week 2
3.	Preparation of 30% Construction Drawings	Weeks 3 - 6
4.	Preparation of 75% Contract Documents	Weeks 8 - 13
5.	75% Contract Documents Review Meeting	Week 15
6.	Preparation of 100% Contract Documents	Weeks 16 - 19
7.	Preparation of Final Contract Documents	Weeks 21 - 22
8.	Services During Bidding	Weeks 23 - 26

With respect to Krieger & Stewart's team, Charles A. Krieger will serve as Principal in Charge and I will serve as Project Manager/Engineer. We will be assisted by our staff to ensure completion of project tasks in accordance with the project schedule. Our team members will be continuously available and responsive to District staff and management during all phases of the project. Further, Krieger & Stewart's project team is ready to commence services immediately.

Again, we appreciate the opportunity to submit our proposal for providing subject services, and are available to discuss our proposal with you at your convenience. If you have any questions or require additional information, please call.

Sincerely,

KRIEGER & STEWART, INCORPORATED

Brandon C. Valadez

BCV/blt
000-161P52-Pro-R1

Attachment: Table 1 – Estimated Fees for Engineering Services

TABLE 1
RUBIDOUX COMMUNITY SERVICES DISTRICT
LELAND J. THOMPSON WATER TREATMENT PLANT
FE/MN FILTRATION SYSTEM BACKWASH SUPPLY PIPELINE
ESTIMATED FEES FOR DESIGN ENGINEERING SERVICES

COMPONENT	PRINCIPAL IN CHARGE [1]		PROJECT MANAGER/ ENGINEER [2]		DESIGN ENGINEER [3]		ENVIRONMENTAL SPECIALIST [4]		CADD SERVICES [5]		SUPPORT SERVICES [6]		TOTAL
	HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$	$
1. KICKOFF MEETING			8	1,362	2	398					2	242	2,002
2. FIELD INVESTIGATION			4	908	4	796							1,704
3. ENVIRONMENTAL SERVICES			1	227			4	796			1	121	1,144
4. PREPARATION OF 30% CONSTRUCTION DRAWINGS			8	1,816	24	4,776			26	4,238			10,830
5. PREPARATION OF 75% CONTRACT DOCUMENTS	4	1,020	10	2,270	30	5,970			38	6,194	16	1,936	17,390
6. 75% CONTRACT DOCUMENT REVIEW MEETING			6	1,362	2	398					2	242	2,002
7. PREPARATION OF 95% CONTRACT DOCUMENTS	2	510	6	1,362	20	3,980			18	2,934	8	968	9,754
8. PREPARATION OF FINAL CONTRACT DOCUMENTS	1	255	4	908	10	1,990			8	1,304	12	1,452	5,909
9. BID PHASE SERVICES	1	255	20	4,540	10	1,990					30	3,630	10,415
SUBTOTAL:	8	2,040	65	14,755	102	20,298	4	796	90	14,670	71	8,591	81,150
REIMBURSABLES @ 2%:													1,223
ENGINEERING SERVICES TOTAL:													$82,373
ENGINEERING SERVICES TOTAL (ROUNDED):													$82,400

RATES PER KRIEGER & STEWART 2022 FEE SCHEDULE

[1] PRINCIPAL ENGINEER	@	$255 /Hr
[2] SENIOR ENGINEER II	@	$227 /Hr
[3] ASSOCIATE ENGINEER II	@	$199 /Hr
[4] ASSOCIATE SPECIALIST II	@	$199 /Hr
[5] CAD OPERATOR III	@	$163 /Hr
[6] STAFF TECHNICIAN III	@	$121 /Hr

12. Consider Award of Professional Services Contract with Krieger and Stewart for Preparation of the 2022 Consumer Confidence Report: **DM 2023-07**

Rubidoux Community Services District

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

DIRECTORS MEMORANDUM 2023-07 January 19, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Award of Professional Services Contract with Krieger and Stewart for Preparation of the 2022 Consumer Confidence Report

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, Chapter15, Article 20 and California Health and Safety Code Section 116470.

The District requested Proposals from TKE Engineers ("TKE"), Webb and Associates ("Webb") and Krieger and Stewart Engineering Consultants ("Krieger and Stewart"). Krieger and Stewart was the only consultant to provide a proposal on this work (attached).

Krieger and 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. Krieger and Stewart's proposal to prepare the District's 2022 CCR is in an amount not-to-exceed $15,900.

The Board approved FY 2023 Water Fund Budget Operating Expenses includes Line 27 (Regulatory Fee/State) in the amount of $38,000. This money 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.

RECOMMENDATION:

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

1. Issue Krieger and Stewart Task Order in the amount of not to exceed $15,900 under Master Agreement RCSD 2022-02.

2. Expend up to $15,900 of funds from the Water Fund Budget Operating Expenses Line 27 (Regulatory Fee/State) in the approved FY 2023 Budget for this work.

Respectfully,

BRIAN R. LADDUSAW
General Manager

Attach:

1. Krieger and Stewart Proposal dated January 6, 2023 (preparation of 2022 CCR)
2. Excerpt from Water Fund Budget – FY 2022/23 Budget

KRIEGER & STEWART
Engineering Consultants

January 6, 2023 587-14.5A

Yvonne Reyes, Assistant Engineer
Rubidoux Community Services District
3590 Rubidoux Boulevard
Jurupa Valley, CA 92509

Via email to yreyes@rcsd.org

Subject: 2022 Consumer Confidence Report
Proposal for Engineering Services

Dear Ms. Reyes:

We appreciate the opportunity to submit our proposal to provide engineering services to prepare the 2022 Consumer Confidence Report (CCR).

A. Scope of Services

Our approach to preparing the District's 2022 CCR will consist of providing a summary of the District's water quality during the previous calendar year (2022) in accordance with California Code of Regulations Title 22, Chapter 15, Article 20 and with California Health and Safety Code Section 116470. The annual CCR is due to be distributed to the District's customers by July 1 each year.

1. Review of Current Guidance Document

   Each year, the State Water Resources Control Board Division of Drinking Water (DDW) issues a reference manual for water suppliers pertaining to preparation of the CCR due for distribution that year. The reference manual is typically released in January each year, but has been released as late as March. Once available, we will review the reference manual and refer to it during preparation of the 2022 CCR.

2. Conferences and Correspondence with District Staff

   We will engage in telephone conferences, meetings, and email communications with District Staff as necessary over the course of the project. For our proposal, we have estimated 4 hours.

3. Review Water Quality Data

   We will review water quality data for 2022 and perform the necessary calculations to generate data for the CCR.

4. Draft CCR

   We will prepare a draft CCR for District review and comment.

5. Address Comments

We will address comments provided by the District and make any necessary changes to the CCR.

For the past few years, the District has forwarded the draft CCR to DDW for review and comment.

As directed by the District, we will address any comments received from DDW. When comments are received from DDW, we may need to discuss these further with DDW staff to ensure that the appropriate revisions are made. For our proposal, we have estimated 4 hours for communications with DDW staff.

6. Final CCR

We will prepare the final CCR for the District to distribute to its customers.

Although the CCR is not required to be distributed to customers until July 1, we have historically prepared the document early in the year to allow time for addressing any comments from DDW and for the District to print and fold any hard copies needed for distribution.

B. Fee Estimate

Our total estimated fee for services described above is $15,900, as shown in **Table 1** attached. We will bill for services on a monthly basis, and we will not exceed these estimated fees for services without prior authorization. Our fees are based on the rates specified in our' **2023 Fee Schedule** in accordance with our amended Master Agreement.

Again, we appreciate the opportunity to submit our proposal. Please let me know if you need additional information or would like to discuss further.

Sincerely,

KRIEGER & STEWART

David F. Scriven

DFS/nr
587-14P5-PRO-2022

Attachment: Table 1

cc: Ted Beckwith, RCSD

TABLE 1

RUBIDOUX COMMUNITY SERVICES DISTRICT
2022 CONSUMER CONFIDENCE REPORT

FEES FOR ENGINEERING SERVICES

	TASK	SENIOR ENGINEER [1] HOURS	SENIOR ENGINEER [1] $	ASSOCIATE ENGINEER [2] HOURS	ASSOCIATE ENGINEER [2] $	ASSOCIATE SPECIALIST [3] HOURS	ASSOCIATE SPECIALIST [3] $	SUPPORT STAFF [4] HOURS	SUPPORT STAFF [4] $	TOTAL $
1.	REVIEW OF CURRENT GUIDANCE DOCUMENT					4	844			844
2.	CONFERENCES AND CORRESPONDENCE WITH DISTRICT STAFF			2	422	2	422			844
3.	REVIEW WATER QUALITY DATA					20	4,220			4,220
4.	DRAFT CCR	1	241	2	422	12	2,532	4	512	3,707
5.	ADDRESS COMMENTS	2	482	4	844	12	2,532			3,858
6.	FINAL CCR	1	241	2	422	6	1,266	4	512	2,441
	SUBTOTAL:	4	964	10	2,110	56	11,816	8	1,024	15,914
									TOTAL FEES FOR SERVICES PROVIDED (ROUNDED):	**$15,900**

BILLING RATES (2023 FEE SCHEDULE)

[1] SENIOR ENGINEER II @ $241 /Hr
[2] ASSOCIATE ENGINEER II @ $211 /Hr
[3] ASSOCIATE ENVIRONMENTAL SPECIALIST II @ $211 /Hr
[4] STAFF TECHNICIAN III @ $128 /Hr

Rubidoux Community Services District
Water Fund Budget

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

13. Consider Award of Professional Services Contract with Pringle and Associates for Inspection and Construction Management & Oversight for the Modernization of the District's Administration Building at 5473 Mission Blvd: **DM 2023-08**

Rubidoux Community Services District

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

DIRECTORS MEMORANDUM 2023-08 January 19, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Award of Professional Services Contract with Pringle and Associates for Inspection and Construction Management & Oversight for the Modernization of the District's Administration Building at 5473 Mission Blvd

BACKGROUND:

In November 2022, the District closed escrow on the property at 5473 Mission Blvd for its new Administration Building ("Building") and had previously hired Ruhnau Clarke Architects ("Ruhnau Clarke") for preparation of the design, plans and bid documents for the modernization of the building to make it better suit the District's needs. The Plans are nearly complete and specifications are being finalized. Once finished, the project will be advertised to solicit bids. Staff anticipates the construction on this project to be completed in September or October of 2023.

During the course of construction on the Building, the District must have inspection, construction management, and oversite, all of which were not included in the scope of work provided by Ruhnau Clarke as is typical for Architectural Services Contracts. These duties include but are not limited to the following:

a) Be on-site throughout duration of the project.
b) Attend weekly meeting, as necessary.
c) Attend project meetings, as necessary.
d) Prepare daily/monthly reports.
e) Act as a liaison with regulatory agencies.
f) Document the construction progress with photographs.
g) Inspect and verify that Contractor's As-Built documents are maintained and kept up to date.
h) Verify Contractor's Monthly Payment Requests accurately represent the amount of work completed when billed.

i) Inspection of work under construction for conformance with the Plans, Specifications as well as Codes and Regulations governing construction.
j) Verify all material delivered to the site relating to the project is in accordance with the Plans, Specifications as well as Codes and Regulations governing construction.

District Staff lacks the time, expertise, and resources to perform these duties and have asked Ruhnau Clarke for assistance in this matter. Ruhnau Clarke provided the District with recommendations for inspectors certified with the State of California Division of the State Architect's ("DSA") for consideration. Staff sent emails in December 2022 to the firms provided by Ruhnau Clarke. Only one firm responded to the request, Sandy Pringle and Associates, Inc. ("Pringle"). Staff believes its prudent to have inspection and oversite in place before the project goes out to bid so the consultant providing this work will be familiar with the bidders and pre-bid requests for information and addenda.

Pringle is well qualified to perform this work and will provide an inspector on a part-time basis to provide inspection and oversite of the work. The inspector they will provide is a DSA Certified Inspector familiar with this scope of work. The proposal provided by Pringle includes inspection for up to 4 hours a day, 5 days a week during construction, which is expected to be 34 weeks (approximately 8 months) duration. Pringle's proposal is for a not-to-exceed amount of $57,800. The loan proceeds of approximately $1,500,000 acquired in August 2022 were not earmarked for this work and were or will be used to purchase the Building and to fund construction costs. Alternatively, the District has utilized monies available in its Field/Admin Building Fund Budget for project costs not covered by loan proceeds. In April 2022, the Board approved Ruhnau Clarke's architecture and engineering work on this project for $356,000 funded entirely by the District's Field/Admin Building Fund. As of the writing of this Director's Memorandum, the District's Field/Admin Building Fund has a balance of approximately $708,000 with Ruhnau Clarke's potential remaining billings at $272,000. This leaves available monies of $436,000. Staff recommends the Board amend the District's FY 2022|2023 Field/Admin Building Fund Budget by adding the cost of Pringle's proposal to Line 2 'Admin/Field Bldg. Proj.' adjusting the total budget amount to $414,000. Additionally, staff recommends the Board issue Pringle a Master Consulting Agreement and associated Task Order in the amount of $57,800 for this work.

RECOMMENDATION:

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

1. Issue a Master Consulting Agreement and associated Task Order in the amount not-to-exceed $57,800 to Sandy Pringle Associates, Inc.

2. Amend the FY 2022|2023 Field/Admin Building Fund Budget Line 2 'Admin/Field Bldg. Proj.' from $356,200 to $414,000.

Respectfully,

BRIAN R. LADDUSAW
General Manager

Attach:

Sandy Pringle Associates, Inc Proposal dated January 3, 2023

Sandy Pringle Associates, Inc.
1108 Sartori Ave., Suite 300
Torrance, California 90501
Tel: (310) 787-8811
Fax: (310) 787-8833

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

January 3, 2023
SPA # 23-0001

PROPOSAL INSPECTION SERVICES

PROJECT:	Rubidoux Community Center Headquarters	
PROJECT SCHEDULE:	02/01/2023 – 10/01/2023 (8 Month Schedule) 170 Working Days, Part-Time 680 Hours	
PROJECT INSPECTOR:	DSA Certified Project Inspector – Class 3	
HOURLY RATE & BUDGET:	Hourly Rate	$85.00/hour
	Total Working Hours	680 Hours
	Not-to-Exceed Amount	$57,800.00

1. Sandy Pringle Associates, Inc. (CONSULTANT) will provide the services of a Project Inspector per the requirements of the Rubidoux Community Services District (DISTRICT). Inspections shall be per the District. Proposal is based on observation, report and final verified report if applicable and project closeout.

2. SCOPE: The scope of work includes modernization and expansion of the Rubidoux Community Center Headquarters located at 5473 Mission Blvd, Riverside, CA 92509.

3. Construction Inspection Services to include:

   a) On-site, as necessary, throughout duration of the project.
   b) Attend weekly meeting, as necessary.
   c) Attend project meetings, as necessary.
   d) Prepare daily/monthly reports.
   e) Act as a liaison with regulatory agencies.
   f) Document the construction progress with photographs.
   g) Inspect and verify that Contractor's As-Built documents are maintained and kept up to date.
   h) Assist District with review of Contractor's Monthly Payment Requests accurately represent the amount of work completed when billed.
   i) Inspection duties and responsibilities as designated by District.
   j) Verify all material delivered to the site relating to the project.

4. Fees are 4 consecutive hour minimums, between the times of 7:00 AM and 5:00 PM Monday through Friday excluding Federal Holidays. Rates for Premium time are 150% after 8 hours and on Saturdays, and 200% on Sundays and Federal Holidays. Payment is 30 days' net from date of invoice.

WITNESS WHEREOF, the parties to this agreement have signed below:

Sandy Pringle Associates	District Representative
By: Gary Voigtsberger	By: _____
Title: Principal	Title: _____
Date: January 3, 2023	Date: _____

14. Consider Award of Professional Services Contract with Webb and Associates for Due Diligence Services Related to Property Acquisitions at the District at Jurupa Valley for Future Well Sites and Expansion of the Leland Thompson Water Treatment Facility: **DM 2023-09**

Rubidoux Community Services District

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

DIRECTORS MEMORANDUM 2023-09 January 19, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Award of Professional Services Contract with Webb and Associates for Due Diligence Services Related to Property Acquisitions at the District at Jurupa Valley for Future Well Sites and Expansion of the Leland Thompson Water Treatment Facility

BACKROUND:

The 2022 Rubidoux Community Services District's Water Master Plan ("Water Master Plan") identifies three (3) well sites in the area long known as "Emerald Meadows" which is generally bounded by the Santa Ana River on the Southeast, the 60 Freeway on the Northeast, Rubidoux Blvd on the Northwest and 34th Street on the Southwest. This area is now under Specific Plan Development with the City of Jurupa Valley and has been renamed to "The District at Jurupa Valley" ("Project"). The area consists of mixed development ranging from multi-family, commercial and industrial speculation warehouses being developed by EM RANCH OWNER, LLC ("Developer").

The well sites are identified as Well 22, Well 23 and Well 24 in the Water Master Plan. The Project also abuts the District's Leland Thompson Water Treatment Facility ("Thompson Plant") on 34th street. To develop these well sites the District will need additional land to treat the raw water and it is more efficient to treat the water at one location than at each individual well head site. Additionally, the current process for "forward flushing" the PFAS removal from the Ion Exchange Vessels requires a location for discharge of the flushing effluent. Furthermore, Well 18 needs occasional flushing to prevent fouling of the well casing. Currently, the District performs these flushing procedures on land adjacent to the Thompson Plant and owned by the Developer. Each time the District flushes it obtains a temporary access agreement from the Developer.

The Developer has available to the District two parcels of land within the Development Area and has these parcels identified on their Parcel Map ("Map") under review by the City as a Tentative Parcel Map. The Developer also has available a parcel of land approximately one (1) acre in size which abuts the Thompson Plant. The Developer has offered to transfer title of these small well sites and larger treatment facility site upon recordation of the Map. Staff is currently drafting an agreement with the Developer to purchase these parcels

when the Map records. This agreement will be presented to the Board when it is complete. It is anticipated this agreement will be presented to the board in February 2023.

These parcels are of interest to the District in they not only provide the land necessary to develop two out of the three well sites in the Water Master Plan but there is sufficient land in the parcel identified as Parcel 10 to expand the Thompson Plant which is necessary to treat raw water from these new sources and provides an area to develop a retention basin on District owned property in which to discharge the flushing water.

The Developer has included these parcels in their Map for the District to purchase and it is prudent for the District to do proper due diligence on this purchase by performing a Phase One Environmental Assessment on the project. Webb and Associates ("Webb") has been consulting with the District on the preliminary design and hydraulics for both sewer and water and is knowledgeable on the specifics of the project. Webb provided a proposal to perform the Phase One Environmental Assessment on this project in the amount of $16,196. A reasonable contingency of 10% is applied to this for unforeseen circumstances. Rounding this brings the total to $18,000.

When the District's FY 2022/23 Budget was developed in early 2022, this opportunity to obtain land for these well sites or expansion of the Thompson Plant was not foreseen therefore a budget amendment is necessary to perform due diligence on acquiring these sites. Staff requests the budget amendment and issuance of a Task Order to Webb for this work but will not execute the Task Order until such time as the Developer is closer to recording the Map.

RECOMMENDATIONS:

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

1. Amend the District's FY 2022|2023 Water Capital Improvement Project Budget by adding a new expense as Line 12 'District at J.V. Wells Sites/Thompson Plant Expansion' in an amount equal to $18,000.00.
2. Issue a Task Order in a not to exceed amount of $16,196 to Webb and Associates under Master Agreement RCSD 2022-03 to prepare the Phase One Environmental Assessment on these parcels of land when appropriate.

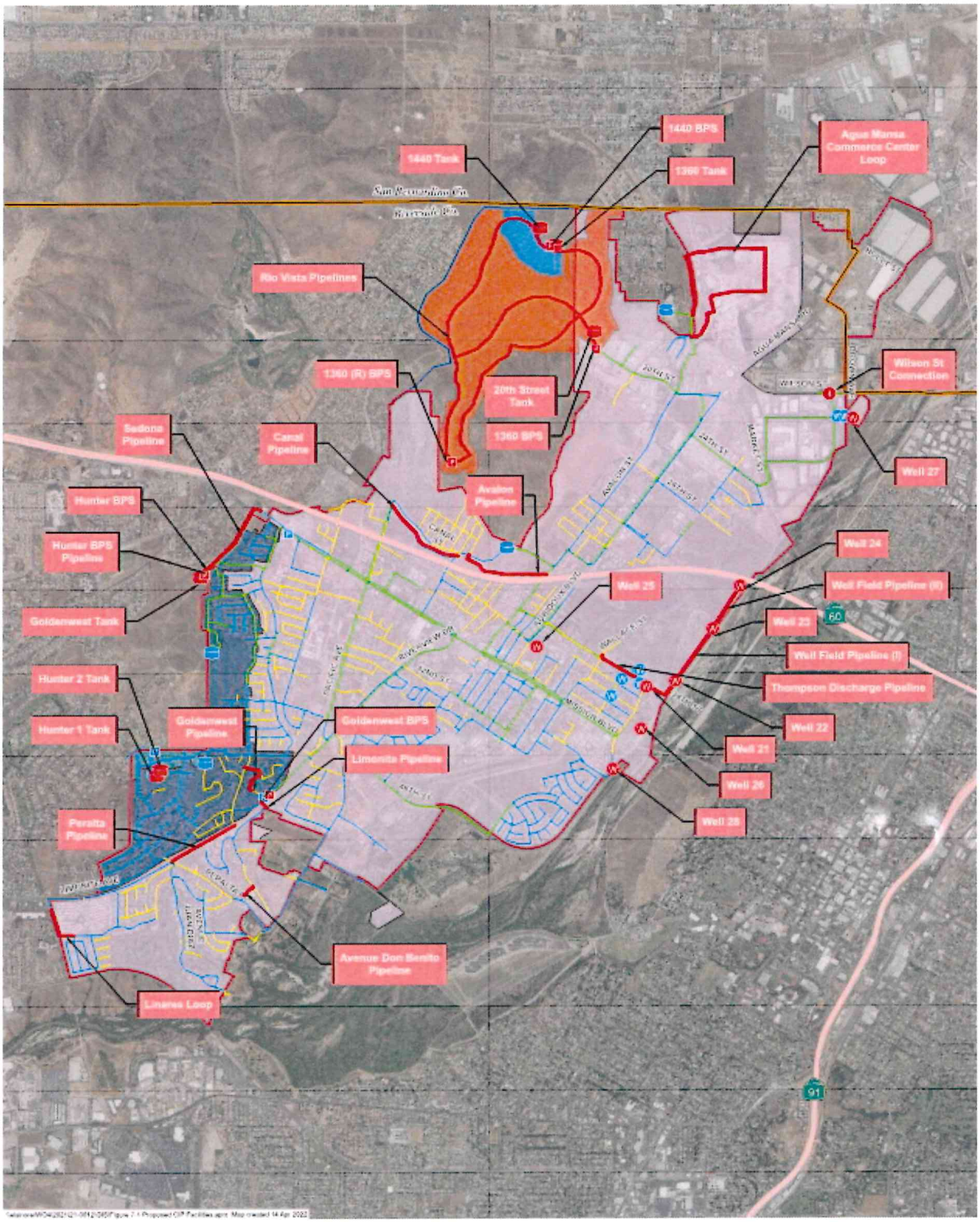
Respectfully,

BRIAN R. LADDUSAW, C.P.A.
General Manager

Attach:

1. Relative Pages from the 2022 Water Master Plan
2. Site Plan identifying sites to potentially be acquired by the District
3. Proposal from Webb and Associates to prepare a Phase One Environmental Assessment on the parcels.

FIGURE 7-1 PROPOSED CIP FACILITIES



ALBERT A. WEBB ASSOCIATES

Project Title: Well 22

Facility Type	Impacted Zone(s)	Improvement Phase
Supply Well	1066 PZ	Near-Term

2021 Cost Estimate $2,915,000

Project Location: Roughly 870 ft northeast of 34th St and Crestmore Rd intersection
Purpose: Add 1,500 gpm of water supply to system
Project Type: New Development/Demand
Required When: Existing MDD reaches 7,200 gpm (20 % excess capacity)

Project Description:

This project will provide an additional 1,500 gpm of water to the Atkinson Zone (1066) to help meet ultimate demands. Additional $1,745,000 included for on-site well treatment facility.

Project Details

- Total flow rate of 1,500 gpm
- 1 operating pump
- 200 HP

Project Map

Project Title: Well 23

Facility Type	Impacted Zone(s)	Improvement Phase
Supply Well	1066 PZ	Mid-Term

2021 Cost Estimate $2,915,000

Project Location: Roughly 2,500 ft northeast of 34th St and Crestmore Rd intersection
Purpose: Add 1,500 gpm of water supply to system
Project Type: New Development/Demand
Required When: Existing MDD reaches 8,450 gpm (20 % excess capacity)

Project Description:

This project will provide an additional 1,500 gpm of water to the Atkinson Zone (1066) to help meet ultimate demands. Additional $1,745,000 included for on-site well treatment facility.

Project Details

- Total flow rate of 1,500 gpm
- 1 operating pump
- 200 HP

Project Map

Project Title: Well 24

Facility Type	Impacted Zone(s)	Improvement Phase
Supply Well	1066 PZ	Mid-Term

2021 Cost Estimate	$2,915,000
Project Location:	Roughly 3,950 ft northeast of 34th St and Crestmore Rd intersection
Purpose:	Add 1,500 gpm of water supply to system
Project Type:	New Development/Demand
Required When:	Existing MDD reaches 9,700 gpm (20 % excess capacity)

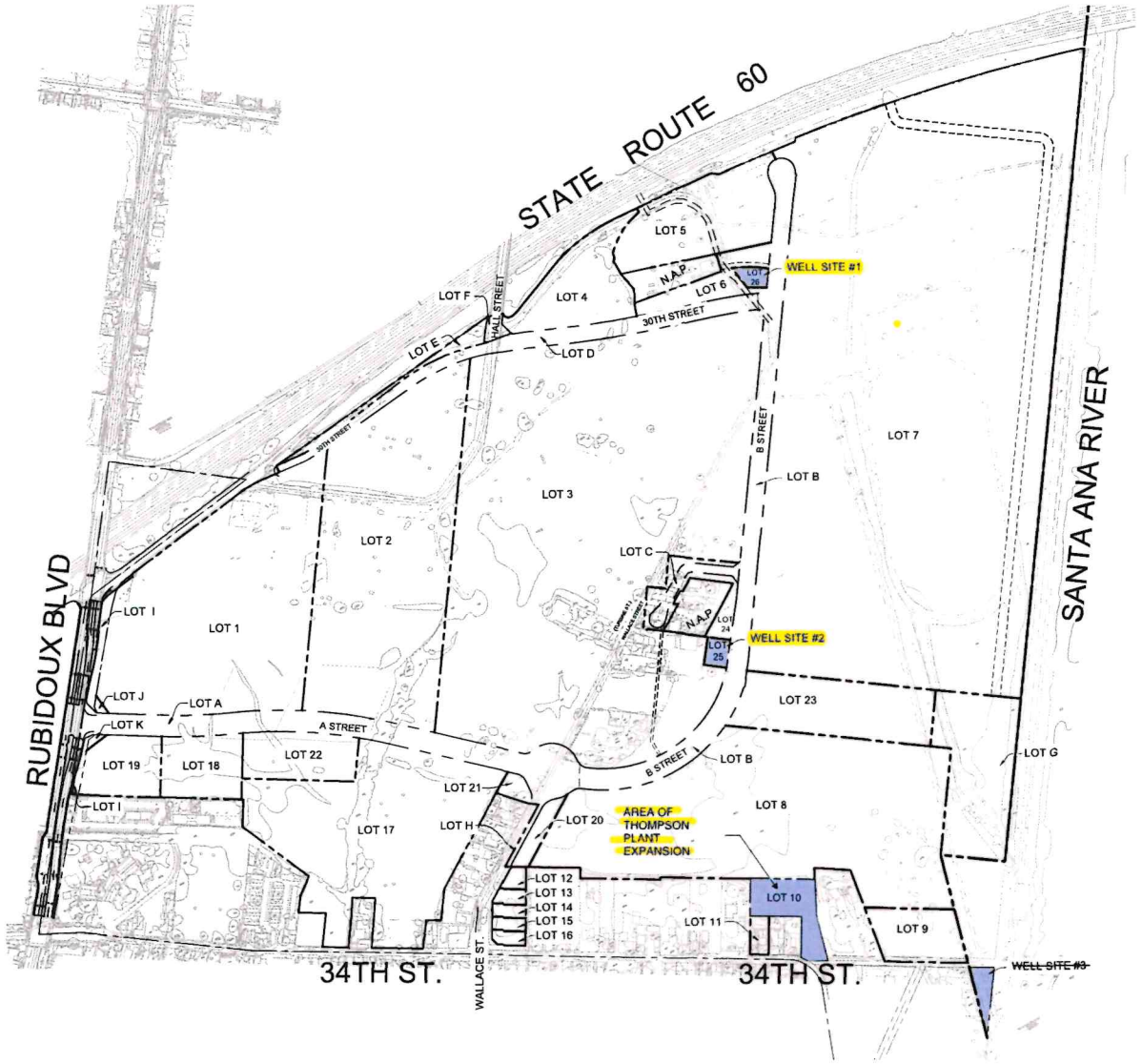
Project Description:

This project will provide an additional 1,500 gpm of water to the Atkinson Zone (1066) to help meet ultimate demands. Additional $1,745,000 included for on-site well treatment facility.

Project Details

- Total flow rate of 1,500 gpm
- 1 operating pump
- 200 HP

Project Map



WELL SITE	LAND USE	AREA
1	WELL LOCATION	10,957 SF (0.25 AC)
2	WELL LOCATION	12,219 SF (0.28 AC)
3	WELL LOCATION	17,013 SF (0.39 AC)

NORTH

GRAPHIC SCALE IN FEET
0 100 200 400

Kimley»Horn

1100 W TOWN AND COUNTRY ROAD, SUITE 700, ORANGE, CA 92868
PHONE: 714-939-1030 FAX: 714-938-9488
WWW.KIMLEY-HORN.COM

KHA PROJECT 194399001
DATE 10/28/2022
SCALE AS SHOWN
DESIGNED BY HS
DRAWN BY NG/KM
CHECKED BY MR

THE DISTRICT
JURUPA VALLEY

LICENSED PROFESSIONAL ENGINEER
NOT FOR CONSTRUCTION
DATE 6/30/2024

WELL LOCATION

SHEET NUMBER
C000

ALBERT A. WEBB ASSOCIATES

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

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

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

WEBB Proposal: 015684

December 14, 2022 - Revised

Sent Via Email to TBeckwith@rcsd.org

Mr. Ted Beckwith, P.E.
Director of Engineering
RUBIDOUX COMMUNITY SERVICES DISTRICT
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509

RE: Proposal for Due Diligence Services related to Property Acquisitions

Dear Mr. Beckwith:

Pursuant to the District's request, we are providing this proposal to provide Due Diligence Services related to the Property Acquisitions proposed by RCSD from the 'The District at Jurupa Valley' project, which includes Legal Descriptions and plat maps, proforma title reports and Phase 1 Environmental Assessments.

PROJECT UNDERSTANDING

RCSD is seeking to acquire up to three well sites and additional land for RCSD's existing Thompson Water Treatment plant. The developer of 'The District at Jurupa Valley' is willing to work with RCSD and has offered three potential well sites and the additional land for expanding the treatment plant. New parcels will need to be created for each separate site to be acquired. The developer has already completed a Phase 1 Environmental Assessment for the entire project for their purposes to develop the project and have offered this information to RCSD and may have completed some of the land surveying work necessary for the acquisitions. The proposed work will provide Phase 1 Environmental Assessments for up to four parcels that are specific to RCSD acquisitions. (see attached Exhibit). The well site immediately adjacent to the Santa Ana River is currently being used by Riverside County Flood Control and Water Conservation District's contractor for work within the riverbed and existing levees and may not be suitable for a well site.

RCSD may choose to eliminate one or more of the tasks if the information or materials provided by the developer is deemed acceptable or if one of the sites is deemed unacceptable for used by RCSD. In lieu of preparing the documents, WEBB is available to review and provide recommendations and/or comments on any developer supplied information and materials.

SCOPE OF WORK

Task 1. Phase I Environmental Assessments

WEBB's sub-consultant, Converse Consulting, will prepare Phase 1 Environmental Assessments based on industry standards for these reports. These will include any recommendations for any additional Phase 2 work which may be warranted. A detailed and budget can be provided for any of the recommended Phase 2 work after the Phase 1 report is prepared. The limitations and restrictions on the Phase 1 scope are given in a representative Converse proposal for one of the well sites.

Deliverables

- Phase 1 Environmental Assessments (4).

Assumptions

This scope of work assumes that the Developer will furnish the following items to RCSD for our use:

1. An electronic CAD file of the proposed parcel configurations for the well sites
2. The survey control data used to establish the proposed parcel configurations.
3. A copy of the Boundary Survey used for the determination of existing property lines.
4. Copies of available environmental information from the developer.

Additional Services

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

PROJECT TEAM

The WEBB primary project team members are as follows:

Project Manager:	Brad Sackett, PE
Environmental:	Converse Consulting

PROJECT FEE/FEE SUMMARY

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

TASK		TOTAL ESTIMATED SERVICES BUDGET
I.	Phase 1 Environmental Assessments	$ 16,196
	Total Fee For Services =	**$ 16,196**

Unforeseen additional work activities may arise as the project progresses. As such, the District may wish to allocate an additional 10-15 percent of the total services budget for allocation purposes only. A detailed man-hour breakdown of the services budget is included.

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

Sincerely,
ALBERT A. WEBB ASSOCIATES

Bradley Sackett, P.E.
Senior Engineer
Attachments: Budget/Hours Estimate
Representative Converse Proposal

ALBERT A. WEBB ASSOCIATES

Site Acquisition Due Diligence Support

Rubidoux Community Services District

Item	Description	Bradley Sackett Principal II	Matthew Sievers Party Chief/2-Person Survey Crew	Michael Johnson Principal I	Andres Lopez Senior I	Jordan Moretti Assistant IV	Jon Ros Senior II	April Escoto Project Coordinator	Total Hours	Subtotal - Labor	Sub-consultant budget	Expenses	Total/task[1]
	Billout Rate	$ 302	$ 314	$ 287	$ 250	$ 170	$ 259	$ 135					
Task 1 - Phase 1 Environmental Assessments		**16**						**8**	**24**	**$ 5,912**	**$ 10,286**	**$ -**	**$ 16,196**
2.1	Site 1	4						2	**6**	$ 1,478	$ 2,571	$ -	**$ 4,049**
2.2	Site 2	4						2	**6**	$ 1,478	$ 2,571	$ -	**$ 4,049**
2.3	Site 3	4						2	**6**	$ 1,478	$ 2,571	$ -	**$ 4,049**
2.4	Site 4	4						2	**6**	$ 1,478	$ 2,571	$ -	**$ 4,049**
Total		**16**						**8**	**24**	**$ 5,912**	**$ 10,286**	**$ -**	**$ 16,196**

1. Rounded to the nearest $1.

Converse Consultants
Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

November 7, 2022

Bradley A. Sackett
Albert A. Webb Associates
3788 McCray Street
Riverside, California 92506

Subject: **PROPOSAL – PHASE I ENVIRONMENTAL SITE ASSESSMENT**
Well Site #1
APN: 178-310-025 and 178-310-023
Jurupa Valley, California
Converse Project No. 22-16-169-00

Mr. Sackett:

Converse Consultants (Converse) appreciates the opportunity to provide this proposal to conduct a *Phase I Environmental Site Assessment* (ESA) for the referenced subject property.

Based on the information provided by Albert A. Webb Associates (herein referred to as Client), it is Converse's understanding that the Subject Property consists of two (2) parcels. The parcels measure a total of 10,957 square feet and are to be developed as a well site. The Riverside County Assessor's Parcel Number (APN) for the parcels is 178-310-025 and 178-310-023.

Scope of Services

Converse will generally follow the standard practices of the ASTM International (ASTM) *Phase I Environmental Site Assessment Process* (Standard: E1527-13/-21).

The ASTM Standard E1527-13/-21 is intended to satisfy one of the requirements to qualify for the Landowner Liability Protections (LLP) within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), that is, the practices that constitute all appropriate inquiry (AAI, 40 CFR Part 312) into the previous ownership and uses of the property consistent with good commercial or customary practice. However, at this time, ASTM E1527-21 is under review by the EPA.

Based on Converse's understanding of the subject property, and the Client's needs, budget and schedule as presented, the following Scope of Services is proposed:

1. Review of regulatory agency records to help identify recognized environmental conditions in connection with the subject property; generally, this review will be limited to public information that is readily available and practically reviewable at a reasonable time and cost; examples of standard environmental sources typically reviewed include:

Listing	Approximate Minimum Search Distance
Federal National Priority List (NPL) Sites	1.0 mile
Federal Delisted NPL Site List	0.5 miles
Federal CERCLIS Sites	0.5 miles
Federal CERCLIS NFRAP Site List	0.5 miles
Federal RCRA (Resource-Conservation & Recovery Act)	
Federal RCRA CORRACTS Facilities List	1.0 mile
Federal RCRA non-CORRACTS TSD Facilities List	0.5 miles
Federal RCRA Generators List	Property & Adjoining Properties
Federal institutional controls/engineering controls registries	Property Only
Federal Emergency Response Network System (ERNS) List	Property Only
State and Tribal list of hazardous waste sites identified for investigation or remediation:	
State and tribal equivalent NPL	1.0 mile
State and tribal equivalent CERCLIS	0.5 miles
State and tribal landfill and/or solid waste disposal sites	0.5 miles
State and tribal leaking storage tank sites	0.5 miles
State and tribal registered storage tank lists	Property & Adjoining Properties
State and tribal voluntary cleanup sites	0.5 miles
State and tribal institutional controls/engineering controls registries	Property Only
State and tribal voluntary cleanup sites	0.5 miles
State and tribal brownfield sites	0.5 miles

Regarding the subject property, local regulatory records and sources, such as the fire department, health department, air pollution district, sanitation district, and methane information sources, etc. will be contacted as appropriate. Agency files will be reviewed as determined by the Environmental Professional. The probable cost for up to one (1) file review has been included in our fee. File reviews will not be completed without prior authorization of the Client.

Requests for adjoining properties will also be made as deemed appropriate; additional costs that cannot be calculated at this time may be incurred in order to address adjoining properties. Converse will notify the Client for approval prior to incurring additional costs.

2. A current USGS 7.5 Minute Topographical Map (or equivalent) shall be reviewed to describe the physical setting. Additional review of site area geology and subsurface/surface potential for pollutant transport from public sources to evaluate depth to groundwater and generalized gradient will be conducted if appropriate.

3. Historical use information will be obtained through the review, as appropriate, of such documents as aerial photographs, fire insurance maps, city directories building permits, USGS topographical maps and other non-standard historical sources. The purpose of the historical review is to help identify past uses at the subject property, adjoining properties and surround area that may have led to recognized environmental conditions in connection with the subject property. The actual number of documents reviewed will depend upon the subject property. Converse will attempt to complete the historical review back to the subject property's first developed use, or back to 1940, whichever is earlier.

4. Visual survey of subject property and adjacent sites for indications of potential for contamination or contamination generators. Converse will make one visit to the subject property for interviewing site personnel and conducting a site reconnaissance. The objective of the site reconnaissance is to obtain information indicating recognized environmental conditions in connection with the subject property.

5. A reasonable attempt will be made to interview the owner(s), site manager(s), major occupant(s) and occupant(s) as required by ASTM 1527-13/-21 and whose operations are likely to indicate recognized environmental conditions in connection with the subject property.

6. A reasonable attempt will be made to contact State or local government officials regarding recognized environmental conditions in connection with the subject property.

7. The results of the field site reconnaissance will be summarized, along with summaries of the site personnel interviews, site characteristics, records review, historical review, and potential for contamination; this will be used to develop findings, opinions and conclusions.

8. Opinions for additional appropriate investigation (unrelated to potential Phase II assessment activities) are required by ASTM 1527-13/-21. This opinion, if appropriate, will be provided in the report.

9. Recommendations for Phase II assessment activities will be included in the report.

It is the User's responsibility to search for the existence of environmental liens and activity and use limitations on the subject property. We have included a separate line item in our cost if you elect to retain Converse to perform this function.

Our findings, along with appropriate supporting data, will be presented in an environmental site assessment report. An electronic file (PDF format) of the final document will be provided to the Client.

Business Environmental Risk

The following are examples of business environmental risk items that are intentionally, and by mutual agreement, excluded from our scope of services. They are non-scope considerations, unless specifically addressed elsewhere in this proposal or a separate proposal.

- Asbestos-containing Building Materials unrelated to release into the environment
- Biological Agents
- Cultural & Historic Resources
- Diffuse Anthropogenic Pollution
- Ecological Resources
- Emerging Chemicals/Contaminates
- Endangered Species
- Health & Safety
- Indoor Air Quality unrelated to release of hazardous substances or petroleum products in the environment
- Industrial Hygiene
- Lead in Drinking Water
- Mold or microbial growth conditions
- PCB-containing containing building materials (for example, interior fluorescent light ballasts, paint, and caulk)
- Polyfluoroalkyl Substances
- Naturally-occurring Radon
- Regulatory Compliance
- Substances not defined as hazardous substances unless or until suc substances are classified as CERCLA hazardous substance
- Wetlands

Some of the above or other non-scope considerations may need to be assessed in order to evaluate your business environmental risks.

Client/User Responsibility

For the purposes of this assessment, the Client agrees to provide or obtain safe access and right-of-entry to the subject property for our equipment and personnel. In an attempt to obtain information on recognized environmental conditions in connection with the subject property, Converse will make reasonable attempts to interview current owners and occupants of the subject property. The Client agrees to assist in identifying the owner and key personnel who may have knowledge of the uses and physical characteristics of the subject property.

The Client agrees to notify Converse, prior to the initiation of the Phase I ESA, of any party that the Client and/or current subject property owner do not want to be interviewed during the course of the Phase I ESA. The Client recognizes that any limit on the scope of the assessment may result in a limitation on our ability to comply with the requirements of the ASTM standard.

Converse understands that the Client is the only intended user of the document. If it is the intent to have other parties rely on the Phase I ESA report, they must be identified on the *Acceptance of Agreement and Authorization to Proceed* form. It is important that the other relying parties be made aware of the information which follows regarding their responsibilities if they wish to satisfy the requirements for *All Appropriate Inquiry (ASTM E1527-13)*.

The Client agrees to provide any information available to the Client or other Users relating to past and current uses of this subject property and to the past and/or current contamination of this subject property by toxic or hazardous substances. It is the Client/Users responsibility to search for reasonably ascertainable recorded land title records for environmental liens and activity use limitations. Anyone seeking defenses to CERCLA liability must take independent action to perfect their position.

In order to facilitate the collection of useful information, Converse has provided two forms for your use. Attachment A is a questionnaire that is included in ASTM 1527-13/-21 as Appendix X3. This questionnaire addresses the issues detailed in ASTM 1527-13 Section 6 *User's Responsibilities*. Converse is providing the form to assist you in complying with the statutory requirements of the AAI law. To quote the ASTM questionnaire (Attachment A):

> *In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the user must conduct the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. These inquires must also be conducted by EPA Brownfield Assessment and Characterization grantees. The user should provide the following information to the environmental professional. Failure to conduct these*

inquiries could result in a determination that "all appropriate inquires" is not complete.

The second form, Attachment B, is to help you document your response to ASTM Section 10.8, *Questions About Helpful Documents*. These questions also apply to the subject property owner and key site personnel. Converse recommends the Client check with the subject property owner and key site personnel for assistance in answering the questions in Attachment B.

Converse requests that you review and sign these forms, and return them with the project authorization or as soon as possible so we can incorporate the responses into the Phase I ESA report.

Time Frame/Schedule

The final report will be presented within approximately 3 to 4 weeks from receipt of written authorization to proceed. Written authorization of this proposal via receipt of the signed and scanned *Acceptance of Agreement and Authorization to Proceed* by electronic mail (email) is acceptable. If requested by the Client, verbal information can be presented as it develops during the course of the assessment.

Fees and Conditions

Converse services will be performed in accordance with the enclosed *General Conditions (GC99-1)*, which form part of this proposal. Our services are for the sole benefit and exclusive use of Albert A. Webb Associates in accordance with the General Conditions under which these services have been provided. The fee for the Scope of Services described will be $2,236.00, and will be billed on a lump sum basis. Payment terms are net 30 days.

If Albert A. Webb Associates elects to retain Converse to perform the additional function of searching environmental liens and activity and use limitations, an additional fee of $500.00 per parcel will be added to the total cost of the project.

Written authorization will be required to initiate our services. This proposal expires 60 days from its issuance, if not accepted within that time.

As stated in the body of the proposal, an electronic file (PDF format) of the report will be provided. If hard copies of the report are requested, there will be an additional cost of $200.00 per copy.

Additional professional services, including revisions to the scope of services, meetings, consultation with other parties, composition of reliance letters, detailed cost estimates, file reviews for adjoining properties, or Phase II scopes of work are not included in the standard fee. Requested additional services can be provided on a time-and-materials basis.

This assessment will be performed in general accordance with the guidelines put forth in ASTM Standard E1527-13/-21, and generally accepted professional environmental principles and practice of like firms in the local area of our practice. Converse makes no other warranty, either express or implied.

It should be recognized that this proposal and its scope of work are proprietary in nature, and as such, may not be used as a specification or bidding document for and/or by others without the express prior written consent of Converse Consultants.

If third party reliance requirements change, Client agrees with Converse Consultants that, to be valid, such request must be received within 180 days of the date of submission indicated on the title page of referenced report. Client and Converse Consultants also agree to the following:

- Reliance must be authorized through Converse Consultants' standard reliance agreement.
- The party seeking reliance must agree to accept the same terms and conditions Client accepted.
- The third party must agree to abide by the same qualifications and limitation contained in any of Converse Consultants' instruments of professional service.
- Client and/or third party must pay a reliance fee of $1,000 (one thousand dollars) that considers the additional administrative burdens, increased costs incurred and risk assumed by Converse.

Closure

Thank you for this opportunity to be of service. Should you have questions regarding this proposal, please contact either Norman Eke at (626)930-1260 or Diana Gutierrez at (626)930-1211. If it is acceptable as written, please approve and forward one signed copy of this proposal, and a signed copy of Attachment A and B, to Converse's office.

Sincerely,

CONVERSE CONSULTANTS

Diana Gutierrez
Staff Environmental Scientist

Norman S. Eke
Senior Vice President

Encl: Attachment A - User Questionnaire
Attachment B - Client/User/Owner Provided Information
General Conditions (GC 99-1)

Dist: 1/Addressee via Electronic Mail

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED[1]

Firm Name: (Client)[2]

By: (Print Name)

(Signature)

Title: Date:

Telephone No. ( ) Fax No. ( )

Email Address:

P.O. No./Billing Instructions[3]:

Identification of Requested Other Relying Parties (Include names, addresses, telephone no.):

[1] Invoices to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.

[2] Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

[3] Converse has been informed by the Client that this is not a prevailing wage project as determined by local Labor Code. In the event it is later determined that this project is subject to prevailing wages, our fees will be adjusted retroactively to project inception in accordance with Converse's Prevailing Wage Fee Schedule.

Attachment A

APPENDIX X3 – User Questionnaire

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the user must conduct the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. These inquires must also be conducted by EPA Brownfield Assessment and Characterization grantees. The user should provide the following information to the environmental professional. Failure to conduct these inquiries could result in a determination that "all appropriate inquires" is not complete.

1. **Environmental liens that are filed or recorded against the subject property (40 CFR 312.25).**

   Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the subject property under federal, tribal, state or local law?

2. **Activity and land use limitations that are in place on the subject property or have that been filed or recorded against the property.**

   Did a search of recorded land title records (or judicial records where appropriate identify any activity use limitations (AULs), such as engineering controls, land use restrictions or *institutional controls* that are in place at the subject property and/or have been filed or recorded in a registry under federal, tribal, state or local law?

3. **Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).**

   As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the subject property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

4. **Relationship of the purchase price to the fair market value of the subject property if it were not contaminated (40 CFR 312.29).**

   Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the subject property?

5. **Commonly known or reasonably ascertainable information about the subject property (40 CFR 312.30).**

   Are you aware of commonly known or reasonable ascertainable information about the subject property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as user,

   a) Do you know the past uses of the subject property?

   b) Do you know of specific chemicals that are present or once were present at the subject property?

   c) Do you know of spills or other chemical releases that have taken place at the subject property?

   d) Do you know of any environmental cleanups that have taken place at the subject property?

6. **The degree of obviousness of the presence of likely presence of contamination at the subject property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31)**

   As the user of this ESA, based on your knowledge and experience related to the subject property are there any obvious indicators that point to the presence or likely presence of contamination at the subject property?

In addition, certain information should be collected, if available, and provided to the environmental professional selected to conduct the Phase I ESA. This information is intended to assist the environmental professional but is not necessarily required to qualify for one of the LLPs. The requested information includes the following:

Requested Information	Response
The reason why the Phase I is being requested.	
The type of property and type of property transaction, for example, sale, purchase, exchange, etc.	
The scope of services desired for the Phase I (including whether any parties to the property transaction may have a required standard scope of services or whether any considerations beyond the requirement of Practice E 1527 are to be considered).	
Identification of all parties who will rely on the Phase I ESA report.	
The complete and correct address for the subject property (a map or other documentation showing property location and boundaries is helpful).	
Assessor's Parcel Number (APN) for the property(ies) included in the assessment.	
Historical addresses associated with the subject property.	
Subject property owner names (present and past).	
Identification of Key Site Manager and contact information.	
Identification of the Site Access person and contact information.	
Any special terms and conditions which must be agreed upon by the environmental professional.	
Any other knowledge or experience with the property that may be pertinent to the environmental professional (for example, copies of prior reports, documents, correspondence, etc.)	

Name (Print / Signature) Date

Attachment B

Client/User/Owner Provided Information

The following is a list of documents and information which could be useful to Converse Consultants in preparing your Phase I ESA. Check the appropriate boxes below, sign and return this along with copies of any reasonably available documents or information.

Document or Information	Yes	No
Environmental site assessment or investigation reports		
Environmental compliance audit reports		
Environmental permits (solid waste, hazardous waste, waste water, NPDES, UIC, etc.)		
Registrations or related information aboveground and underground storage tanks		
Registrations for Underground Injection System		
Risk Assessments		
Recorded AULs		
Safety Data Sheets (SDS)		
Community Right-to-Know Plans		
Safety, Preparedness and Prevention Plans; Spill Protection Countermeasures and Control Plans; Facility Response Plans		
Hydrogeological reports and Geotechnical studies		
Hazardous waste generator reports		
Reports for Self-Directed or Cleanup Activities at the Subject Property		
Notices or other correspondence from any government agency relating to past or existing environmental liens encumbering the subject property.		
Information concerning any pending, threatened or past litigation or administrative proceedings relevant to hazardous substances or petroleum products		
Notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products		
Environmental problems with adjacent or vicinity locations		
Building plans		
Current and historical photographs of the property		
Disclosure of sumps, pits, drainage systems-existence and location		

COMMENTS: _____

_____

_____

I have reviewed the above list and have provided copies of the documents and information that exists that could be obtained within reasonable time and cost constraints.

_____ _____

Signature Date

CONVERSE CONSULTANTS
General Conditions –

Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste sites may purport to require achievement of results which cannot be accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

a. That Converse shall in no way be responsible for the manner in which such work is performed by any third party.

b. That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.

c. That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.

d. That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and

reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

Client's Responsibilities

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

Confidentiality

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

Disputes

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator.
In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to "reasonable attorneys fees" as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties' partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers, employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse's services.

Jobsite Safety

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

Schedules

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

Invoices

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½ %) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½ % per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½ % service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse's fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

Insurance

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

Assignments

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

Severability

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect of invalidate the remaining provisions or these General Conditions.

Governing Law

These General Conditions shall be governed by and construed under the laws of the State of California.

Directors Comments – Non - action

Adjournment