

Rubidoux Community Services District

Board of Directors

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

General Manager

Brian R. Laddusaw



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

NOTICE AND AGENDA FOR THE RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD MEETING

Thursday, August 3, 2023, at 4:00 PM

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.

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

- Using the Zoom App or website for free at: <https://zoom.us/>
 - o Once installed ahead of the meeting, you may choose your audio source as either computer speakers/microphone or telephone.
 - o If you wish to make public comments via the Zoom platform, the Board Secretary will identify you at your time to speak.
 - o Meeting ID is **994 957 9980**
 - o Passcode is: rcsd
 - o Call into the meeting number 1-669-444-9171

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 July 20, 2023, Regular Meeting
5. Consideration to Approve August 4, 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. Consider Award of a Contract for Professional Services for RIO (Regulatory Compliance Software): **DM 2023-71**
10. Consider Award of a Contract for Professional Services for Sedaru (Regulatory Compliance Software): **DM 2023-72**

11. Consider Adopting Resolution No. 2023-907, a Resolution Rescinding Resolution No. 2022-897, and Adopting a Revised Discontinuation of Residential Water Service for Non-Payment Policy: **DM 2023-73**
12. **PUBLIC HEARING** – Second Reading and Adoption of Ordinance No. 2023-134, An Ordinance of the Rubidoux Community Services District Authorizing the Adjustment of Certain Monthly User Charges for the Collection, Treatment, and Disposal of Wastewater: **DM 2023-74**
13. **PUBLIC HEARING** – Second Reading and Adoption of Ordinance No. 2023-135, An Ordinance of the Rubidoux Community Services District Authorizing the Adjustment of Certain Water Rates for the Delivery of Potable Water to Residential, Commercial, and Industrial Customers: **DM 2023-75**
14. Consider Ratification of a Task Order for Professional Services for District Wide Reservoir Corrective Action Plan with Harper and Associates Engineers: **DM 2023-76**
15. Consider Proposal from Webb and Associates for Creating Separate Bid Sets for the CalOES Generator Project: **DM 2023-77**
16. Consider Reimbursement Agreement Regarding Avalon Sewer Improvements (Highpointe – Tract No. 36974) – Amended August 3, 2023: **DM 2023-78**
17. Directors Comments - Non-action
18. Adjournment

4. Approval of Minutes for July 20, 2023, Regular Meeting

MINUTES OF REGULAR MEETING
July 20, 2023
RUBIDOUX COMMUNITY SERVICES DISTRICT

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

DIRECTORS ABSENT:

STAFF PRESENT: Ted Beckwith, Director of Engineering
Kirk Hamblin, Director of Finance and Administration
Martha Perez, Customer Service / Accounts Payable
Manager
Miguel Valdez, Director of Operations
Melissa Trujillo, HR Generalist / Safety and Facilities
Coordinator
Brian Laddusaw, General Manager

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, July 20, 2023, by teleconferencing at District Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

ITEM 4. APPROVAL OF MINUTES

Approval of Minutes for July 6, 2023, Board Meeting.

Director Skerbelis moved, and Director Murphy seconded to approve the July 6, 2023, 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 July 21, 2023, Salaries, Expenses and Transfers.

Consideration to Approve the July 21, 2023, Salaries, Expenses and Transfers.

Director Skerbelis moved, and Director Murphy seconded to Approve the July 21, 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

There was no one in attendance.

ITEM 7. CORRESPONDENCE AND RELATED INFORMATION

There was nothing to offer at this time.

ITEM 8. MANAGER'S REPORT

Operations Report:

Miguel Valdez reported on the water/wastewater report for the month of June, production was an average of just under 4.39 mgd per day and an average of 1.67 mg/day was the wastewater flow to Riverside. On average 0 mg/day of water to JCSD. The projected sales to JCSD are at zero sales currently. Well No. 1 produced 1% of the water, Well No. 2 produced 13%, Well No. 4 produced 4% and Well No. 6 produced 41%, Well No. 8 produced 40% and Well No. 18 produced 1% of the water.

Emergency and Fire Report:

Deferred to next month due to all of the current fires that are being fought. No Station 38 fire personnel was in attendance.

Manager's Report:

Manager Brian Laddusaw updated the Board on the awards installation dinner. He shared some pictures to the Board. The claim related to the roof tile cracks from the termite work, consideration to the tablets to cut back on excess use of paper will be addressed in upcoming Board meetings. There will also be a report on Acorn next time. Brian has been working with staff the past few months. He has some suggested changes he would like to make to the standard agenda, to bring it into some comparable format with surrounding agencies. However, he would like to get some input from the board on it. Lastly, the water quality hardness that director Skerbelis brought to staff's attention at the previous meeting. He stated that they were able to find the last 22 CCR's. Staff will look to see if they can find more from the 1990's.

District Engineer, Ted Beckwith presented to the Board 3 proposals that came in on July 20, 2023, from Harper, Webb, and Krieger and Stewart. These are for the Reservoir Condition to give a corrective action plan and what can be done in the short-term and in the long-term. This needs to be submitted to the Division of Drinking Water by August 31, 2023. Staff will authorize the chosen consultant to start and come back to the Board at the next meeting for ratification. Based on the proposals received, this is approximately a \$15,000 to \$20,000 for the necessary job. Next Tuesday is the bid opening for the modernization project and the project will be awarded in August.

ITEM 9. Consider Reimbursement Agreement Regarding Avalon Sewer Improvements (Century – Tract No. 37640). DM 2023-64.

BACKGROUND

Century Communities, LLC, a Delaware Limited Liability Company (“Developer”) proposes the development of Tract No. 37640 consisting of 215 single-family homes (“Project”) located north of the 60 Freeway along Canal Street, just east of Tract 36974 proposed by Highpoint Development. The Project is within Rubidoux Community Services District (“District”). For the District to provide water and sewer service to the Project, new water and sewer facilities will need to be installed.

In June 2022 the District adopted updated Water and Wastewater Master Plans. The updated Wastewater Master Plan identifies various wastewater facility improvements necessary to accommodate sewer flows within the District’s service area at buildout. Specific wastewater facilities are determined based on the amount of sewage flow generated within tributary areas (“Tributary Flow”). The Tributary Flow from each tributary area contributes added flow to existing downstream District sewer facilities. To confirm if there is available hydraulic capacity in the existing downstream sewer facilities, hydraulic analyses are performed on the existing downstream District sewer facilities with the addition of the Tributary Flow. Where the hydraulic analyses reflect hydraulic deficiencies in the existing District sewer facilities to accommodate the added Tributary Flow, new sewer facilities are included in the Wastewater Master Plan. The project cost of the new sewer facilities is used in the determination of the District’s Sewer Capacity Fee due for each new connection made to the District’s sewer system. The District assesses Sewer Capacity Fees based on the number of equivalent dwelling units (“EDU”) being connected, where one EDU is equal to the sewage flow generated by a residential home, or 210 gallons per day. It is District practice to reimburse eligible expenses incurred by developers who construct District sewer facilities included in the current District Wastewater Master Plan. The reimbursement amount for constructing master plan facilities is recognized as a credit against Sewer Capacity Fees due the District. As an example, if a developer builds \$250,000 of District Sewer facilities identified in the District Wastewater Master Plan, the developer would receive 48.08 EDUs of Sewer Capacity Fees as paid (based on current Sewer Capacity Fee of \$5,200/EDU). Prior to initiating work on a master planned sewer improvement in lieu of paying Sewer Capacity Fees the District and developer must enter into a reimbursement agreement to memorialize understandings.

The Developer’s Project is within a sewer tributary area comprised of its Project of 215 EDUs and Tract 36974, a 184 EDU residential project. This sewer Tributary area of 399 EDUs total will contribute Tributary Flow to the District’s downstream sewer facilities in Avalon Street,

which eventually is conveyed to larger diameter sewer pipeline in Mission Blvd. Based on the hydraulic analysis performed new sewer facilities will be needed in Avalon Street to accommodate the total Tributary Flow.

At this time the Developer and the developer of Tract 36974 have uncertain time schedules for their individual projects, but both acknowledge new sewer facilities in Avalon Street will be required in sections before the first connection in either of their projects can be made. Based on the hydraulic analyses performed it was determined the existing downstream sewer facilities can accommodate portions of the Tributary Flow allowing for new sewer facilities in Avalon Street (“Avalon Sewer Improvements”) to be built in phases. Below is a table showing phasing of the Avalon Sewer Improvements to accommodate certain numbers of EDU:

Section	Description	Allowable EDU
1	12" diameter Sewer Pipeline from intersection of Avalon Street and Alta Street to Station 16+54.98 (stub out at the end of Section 2 per District prepared plans)	0
2	10" and 12" diameter from Station 16+54.98 to the intersection of Avalon Street and Raye Street. Section includes removal of existing water pipeline in casing under 60 Freeway and reuse of casing for placement of new 10" diameter sewer pipeline. Section design paid by District	144
3	12" diameter from intersection of Avalon Street and Raye Street to the intersection of Avalon Street and 34th Street	259
4	12" diameter from intersection of Avalon Street and 36th Street to the intersection of Avalon Street and Mission Blvd.	399

Note: Sections 1 and 2 must be completed prior to the first EDU

Given the construction timing of the Project and Tract 36974 is uncertain, each developer seeks to formalize a reimbursement agreement with the District for the portions of the Avalon Sewer Improvements they take the lead in installing.

The developer of Tract 37640 entered an agreement with the District on July 28, 2022, entitled “Reimbursement Agreement Master Planned Sewer System Improvements Tract 37640 (Century Communities)” regarding the construction of Section 2 of the Avalon Sewer Improvements (“Original Reimbursement Agreement”). Under this agreement, Century Communities initiated work on Section 2 of the Avalon Sewer Improvements but has since ceased work. Some of the work performed by Century Communities on Section 2 of the Avalon Sewer Improvements has been identified as eligible expenses for reimbursement against Sewer Capacity Fees due for Tract 37640. The reimbursable amount for prior work performed by Century Communities on Section 2 along with the costs paid by the District for the design of Section 2 reduces the maximum reimbursable amount available for Section 2 if completed by the Developer.

Staff has worked with the Developer on an agreement entitled “Reimbursement Agreement Master Planned Sewer System Improvements Tract No. 37640 (Century Communities)”

(Reimbursement Agreement”) to memorialize the following regarding the Avalon Sewer Improvements:

1. The maximum reimbursable amount for all Sections of the Avalon Sewer Improvements is based on the current Wastewater Master Plan costs (as adjusted for change in ENR index) but reduced for design expenses incurred by the District and prior reimbursable eligible expenses incurred by Century Communities on Section 2.
2. Reimbursements by the District for eligible expenses associated with the construction of Avalon Sewer Improvements incurred by the Developer will be in the form of Sewer Capacity Fee EDU credits calculated by dividing the allowable reimbursement amount by the then current Sewer Capacity Fee per EDU.
3. Avalon Sewer Improvements can be constructed in Sections but limited to a specific number of EDUs from the tributary area upstream of Section 1. Once all Sections of the Avalon Sewer Improvements are completed the entire Tributary Flow can be connected.
4. Sewer Capacity Fee EDU credits can only be used by the Developer for the Project. The credits are not transferrable to the other future projects the Developer may build within the District.
5. No EDUs from the Tributary Flow can be connected until Sections 1 and 2 of the Avalon Sewer Improvements are completed.
6. Acknowledges the Developer, the District, or others can build any portion or all of the Avalon Sewer Improvements. If the Developer connects EDUs to the Avalon Sewer Improvements build by others or the District, the Developer will be obligated to pay all Sewer Capacity Fees due for EDUs connected.

The proposed Reimbursement Agreement with the Developer is attached as Attachment 1. Within the Reimbursement Agreement cost details are provided. The District accounted for cost of the Avalon Sewer Improvements in the updated Wastewater Master Plan. As such providing credits in the form of Sewer Capacity Fee EDUs for eligible expenses up to the maximum reimbursable amounts as shown in the District Wastewater Master Plan for completed Sections of the Avalon Sewer Improvements has no budgetary impact. Essentially the Developer is electing to construct Avalon Sewer Improvements in-lieu of paying Sewer Capacity Fees that would otherwise be used by the District to build the facilities.

District Counsel Harper has reviewed the Reimbursement Agreement and finds it is consistent with District policies regarding issues of this matter. Staff recommends the Board of Directors consider approving the Reimbursement Agreement for the following reasons:

1. Provides ability for the Developer or other developers within the tributary area to connect EDUs without completing the entire Avalon Sewer Improvements.
2. The number of EDUs allowed for connection per Section completed of the Avalon Sewer Improvements is identified.
3. Confirmation the maximum reimbursable amount available for Section 2 of the Avalon Sewer Improvements available to the Developer has been adjusted to account for prior

eligible expenses incurred by Century Communities on Section 2 and design costs incurred by the District for Section 2.

4. Acknowledge the maximum reimbursable amounts for Sections of the Avalon Sewer Improvements are reduced based on the design costs incurred by the District.
5. The net effect is cost neutral for the District and the Developer.
6. Confirms any Sewer Capacity Fee credits earned by the Developer can only be used for the Project.
7. Complies with District practice and policies.

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

- 1. Rescind the prior agreement with Century Communities and replace it with this new agreement.**
- 2. Approve the agreement entitled “Reimbursement Agreement Master Planned Sewer System Improvements Tract No. 37640 (Century Communities)”.**

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 10. First Reading of Ordinance No. 2023-134, an Ordinance of the Rubidoux Community Services District Authorizing the Adjustment of Certain Monthly User Charges for the Collection, Treatment, and Disposal of Wastewater. DM 2023-65.

BACKGROUND

On July 6, 2023, at the regularly scheduled Rubidoux Community Services District (“District”) Board of Director’s (“Board”) meeting, the Board directed staff to prepare draft Ordinance No. 2023-134 and schedule its introduction (First Reading) at tonight’s regularly scheduled Board meeting. The proposed Ordinance will adjust certain monthly charges for the collection, treatment, and disposal of wastewater. The proposed adjustment is based on the fully noticed year one (1) rate of the 5-year defensible rate plan adopted by the Board of December 15, 2022.

The proposed adjustment will have varying effects on the District’s customers depending on customer classification. For instance, all single family and multi-family residential customers will notice a slight decrease in their monthly sewer rate with this adjustment, going from \$29.92 to \$29.55, a \$0.37 per month reduction. Additionally, non-residential customers (commercial, industrial, institutional) will be assessed a monthly fixed and variable charge for their wastewater bill. The variable charge begins on units 8+ of water consumption. The basis behind the charge

for water consumption as a component of the wastewater rate is due to the significant demand water consumption has on the District's wastewater collection system. Non-residential customers who contribute more to the capacity of the District's collection system and require more treatment at the City or Riverside ("Riverside") Wastewater Treatment Plant will now pay more under the new rate model.

The proposed adjustments to the wastewater enterprise are necessary to cover current operating costs while also enabling the District to fund major maintenance and asset replacement and work towards achieving its minimum level undesignated reserve balance. Additionally, the District will need to have wastewater monies ready and available should the district be required to contribute capital costs to Riverside for their Wastewater Treatment Plant upgrades.

If no material changes are proposed by the Board to draft Ordinance No. 2023-134, staff recommends the Board continue with the timeline approved at the July 6, 2023, regular Board meeting and proceed with the Second Reading and Public Hearing at the regularly scheduled August 3, 2023, Board meeting.

Director Murphy moved, and Director Skerbelis seconded the following:

- 1. Schedule a Public Hearing and Final Reading of Ordinance No. 2023-134 for the August 3, 2023, regular meeting of the Board of Directors of the Rubidoux Community Services District.**

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 11. First Reading of Ordinance No. 2023-135. An Ordinance of the Rubidoux Community Services District Authorizing the Adjustment of Certain Water Rates for the Delivery of Potable Water to Residential, Commercial, and Industrial Customers. DM 2023-66.

BACKGROUND

On July 6, 2023, at the regularly scheduled Rubidoux Community Services District ("District") Board of Director's ("Board") meeting, the Board directed staff to prepare draft Ordinance No. 2023-135 and schedule its introduction (First Reading) at tonight's regularly scheduled Board meeting. The proposed Ordinance will adjust certain monthly charges for the delivery of potable water to residential, commercial, and industrial customers. The proposed adjustment is based on the fully noticed year one (1) rate of the 5-year defensible rate plan adopted by the Board on December 15, 2022.

The proposed adjustment will have varying effects on the District's customers depending on customer classification. For instance, a residential customer with a 3/4" meter would see an

increase in their fixed charge while a residential customer with a 2” meter would see a decrease in their fixed charge. Also, residential and non-residential customers will now have the same fixed charge by meter size. Non-residential customers will no longer be paying a higher fixed charge for a 3/4” meter than a residential customer with the same 3/4” meter. Further, residential and non-residential customers will pay a lesser charge for each additional dwelling unit serviced by the same meter.

The proposed rate adjustment will also condense the existing variable rate tiers. Tiers will be reduced as follows: single-family residential customers will move from five (5) tiers to three (3), multi-family residential from 5 tiers to two (2), and non-residential and non-residential customers will pay a lesser charge for each additional dwelling unit serviced by the same meter.

The proposed rate adjustment will also condense the existing variable rate tiers. Tiers will be reduced as follows: single-family residential customers will move from five (5) tiers to three (3), multi-family residential from 5 tiers to two (2), and non-residential from 5 tiers to one (1) uniform rate. The reduction of the tiers aligns with the methodology established during the District’s Comprehensive Costs of Services Study (“COSS”). For example, the breakpoints shown for residential customers equate to the winter average, summer average, and excessive usage as determined from the district’s historical consumption data. A full listing of the proposed fixed and variable charges is included as Exhibit “A” to Ordinance No. 2023-135.

The proposed adjustments to the water enterprise are necessary to cover current operating costs to continue providing high quality and reliable potable water for the health, welfare, and safety of the community and residents. Further, the proposed adjustments will enable the District to fund major maintenance and asset replacement and work towards achieving its target level undesignated reserve balance.

If no material changes are proposed by the Board to draft Ordinance No. 2023-135, staff recommends the Board continue with the timeline approved at the July 6, 2023, regular Board meeting and proceed with the Second Reading and Public Hearing at the regularly scheduled August 3, 2023, Board meeting.

Director Murphy moved and Director Trueba seconded the General Manager to do the following:

- 1. Schedule a Public Hearing and Final Reading of Ordinance No. 2023-135 for the August 3, 2023, regular meeting of the Board of Directors of the Rubidoux Community Services District.**

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 12. Consider Resolution 2023-906, “A Resolution of Application by Rubidoux Community Services District (“RCSD”) Requesting the Riverside Local Agency Formation Commission (“LAFCO”) to Take Proceedings for the Review and Updating the Reorganization of Sphere of Influence and Annexation: Jurupa Community Services District (“JCSD”) and West Valley Water District (“WVWD”). DM 2023-67.

BACKGROUND

The RCSD Board of Directors authorized the General Manager to enter into a professional services contract with TKE Engineering (“TKE”) to prepare the application to the LAFCO under Director’s Memorandum 2020-12 on March 5, 2020, to clean up areas adjacent to JCSD and WVWD (Jointly referred to as the “Districts”) where over time services have been inadvertently provided by one of the districts in one of the other Districts’ service area. These overlaps occur between each of the Districts where one may serve the other and vice versa. RCSD has taken the lead in cleaning up these areas along the boundary of RCSD which is appreciated by both JCSD and WVWD. Additionally, this effort has included the annexation of areas surrounded by RCSD but not officially within the service area boundary of RCSD.

RCSD designated service boundary was established at the formation of the district in 1952. Since then, any additional properties have been annexed into or de-annexed out of the District’s service area boundary. Annexations as they occur are processed through LAFCO.

RCSD staff identified eight (8) areas that should be annexed into the District’s service area boundary. The properties within these (8) areas are currently receiving District’s services. These annexations would clean up and properly adjust RCSD’s service area boundary. Once officially within RCSD’s service area boundary, the tax rate areas (including voting and property fire tax) of the properties will accurately be reflective of RCSD’s services being received.

TKE has worked with each of the Districts and LAFCO to create a Plan of Service, A Sphere of Influence Amendment with JCSD and WVWD as well as prepare an application for the annexing and re-aligning of RCSD’s service area boundary to accurately include all properties serviced by RCSD under LAFCO 2022-19-02 and 2022-20-2. Approval of Resolution 2023-906, Attachment A, will exchange the appropriate tax revenue between the County and the District. The County will consider a similar Resolution at a future Board of Supervisors meeting. Once the tax transfer Resolutions have been approved, LAFCO will consider the annexation request. This transfer is necessary to clean up boundary line inconsistencies in relation to where water and sewer services are being provided. The tax share revenue provides RCSD with funding to pay Riverside County for the fire service through an existing contract between RCSD and Riverside County effective through June 30, 2026.

Director Skerbelis moved and Director Trowbridge approval of Resolution 2023-906, a Resolution Transferring Certain Property Tax Revenue Between the County of Riverside and the Rubidoux Community Services District.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 13. Consideration to Approve and Authorize Retirement Payment for CalPERS Annual Unfunded Liability. DM 2023-68.

BACKGROUND

The District has received the Annual Unfunded Liability contribution schedule as of June 30, 2021, from CalPERS for the District's employer's contribution portion (See Attached CalPERS Invoices dated July 1, 2023). This unfunded liability is CalPERS trueing up of the District's annual contributions with investment returns against Actuarial Valuations and Projections for the Districts three (3) specific plans; Miscellaneous, Safety and PEPR. For planning and budgeting purposes, Staff has budgeted for this annual unfunded CalPERS cost and is included within the Health and Retirement Expenses among the General, Water and Sewer Fund Budget.

The District is presented with two options to pay CalPERS unfunded liability for FY 2023-2024:

- **Option 1:** Pay over time the \$438,716.04 (Total Amount of the three (3) plans) including interest @ 3.4% in twelve monthly payments of \$36,559.67 per month in addition to our normal CalPERS bi-weekly contributions.
- **Option 2:** Pay annually Lump Sum without interest. The amount would be \$424,520.00 (for all three (3) plans) and due on or before July 31, 2023. Interest savings of \$14,196.04 would be realized as compared to **Option**.

The District's average rate of return on its investments portfolio is approximately 1.3%. Returns are expected to increase in FY 2023-24 as the Federal government increases interest rates to mitigate the effects of economic inflation, but rates are expected to remain well under the 3.4% charged by CalPERS on the installment payment option. Staff believes it prudent to pay the unfunded actuarial liability as an annual payment and save 3.4% in accrued interest for FY 2023-24. This CalPERS expense was anticipated and budgeted as part of the approved District 2023-2024 Budget. Selecting Option 2, making the lump sum payment, is consistent with past District practice.

Director Skerbelis moved and Director Muniz seconded the Board of Directors authorize Option 2: pay CalPERS annual unfunded actuarial liability as a lump sum payment of \$424,520.00 for FY 2023-2024.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 14. Receive and File Statement of Cash Asset Schedule Report Ending June 2023. DM 2023-69.

BACKGROUND

Attached for the Board of Directors' consideration is the June 2023 Statement of Cash Asset Schedule Report for all District Fund Accounts. Our YTD interest is \$454,654.11 for District controlled accounts. With respect to District "Funds in Trust", we show \$14,280.92 which has been earned and posted. The district has a combined YTD interest earned total of \$468,935.03 as of June 30, 2023.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves), we show a balance of \$14,159,732.75 ending June 30, 2023. That's **\$5,149,546.50 MORE** than July 1, 2022, beginning balance of \$9,010,186.25.

Further, the District's Field/Admin Fund current fund balance is \$756,762.79.

Submitted for the Board of Directors consideration is the *June 2023, Statement of Cash Asset Schedule Report* for your review and acceptance this afternoon.

Director Trowbridge moved, and Director Skerbelis seconded to Receive and File the Statement of Cash for the Month of June 2023 for the Rubidoux Community Services District.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 15. Consider Proposal from Webb and Associates for Record of Survey and Related Work for the Procurement of the Future Goldenwest Booster Station Site. DM 2023-70.

BACKGROUND

In early 2023, the Rubidoux Community Services District ("District") spent grant funds received from the California Governor's Office of Emergency Services ("CalOES") for emergency power generators for three separate District sites with the future Goldenwest Booster Station as one of the chosen sites. Additionally, this site is indicated in the District's 2022 Water Master Plan ("WMP") for replacement to allow capacity expansion of the existing Booster Station. Staff has been in negotiations with the City of Jurupa Valley ("City") to procure land in the Public Right of Way across Goldenwest Avenue from the location of the existing booster station and between Goldenwest Avenue and Limonite Avenue. Negotiations with the City are ongoing but close to completion and a Purchase and Sale Agreement ("PSA") is in-process.

To transfer this parcel to the District a Record of Survey must be recorded with the County of Riverside (“County”) along with corner monuments set in the field to identify the extents of this land. Webb and Associates (“Webb”) has been performing the work associated with the CalOES generator placement, specifically with other aspects of developing this land for placement of the generator and the future booster pump and is familiar with the project. Webb is qualified to perform this work and has provided a proposal of \$15,196 to perform this work.

The District has \$370,000 in Line 6 of the Water Capital Improvement Project (“CIP”) Fund in the 2023-2024 Fiscal Year Budget allocated for work on the Goldenwest Booster Project and staff proposes using \$16,000 of these funds to pay for this effort to allow for a reasonable contingency of \$804.

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

- 1. Approve Webb and Associates proposal in the amount of \$15,196 and authorize staff to issue a task order to perform this work.**

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

The motion was carried unanimously.

ITEM 16. Directors Comments

Director Trowbridge inquired about an update on the food waste in the green waste. He wanted to know if it was going to be withdrawn. Director Murphy stated that on the transfer station tour he looked in the barrels. The green waste trucks are being poured out. Then the employees are using a special piece of equipment to manually separate out the bags and put them in the barrels. Then the green waste gets picked up by forklift and is taken over for further separation. The organic waste in the bags goes somewhere else to separate it. Less than 1% of the way stream by weight is now organic. There was 16% of an increase cost of handling green waste. So, his question was is the increase of the cost of handling the way stream by 16% worth the decrease in amount being filled up at the dump by less than 1% by weight? He believes that this is a decision for politicians to make, but has been made by regulators.

General Manager Laddusaw added to Director Murphy’s comment. He stated that a few weeks ago the “Little Hoover Report” came out with their report stating that on the residential side they are recommending striking the food waste compliance part. He reached out to the Burrtec representative asking their opinion on it. The representative seemed to think that so much money has been spent on this at this point that they can’t go backwards. It’s going to be left up to the politicians to make the final decision.

Director Murphy brought up the \$1 million dollars of money being donated to the City of Jurupa Valley and RCSD. He wanted to know how the money was to be distributed. Laddusaw stated

that the monies will be stipulated how it can be used. The specifics are still being worked through.

Director Murphy adjourned the meeting at 5:00 PM.

5. Consideration to Approve August 4, 2023, Salaries, Expenses and Transfers

RUBIDOUX COMMUNITY SERVICES DISTRICT
AUGUST 3, 2023 (BOARD MEETING)
FUND TRANSFER AUTHORIZATION

NET PAYROLL 8/4/23	80,000.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 8/7/23	30,000.00
WIRE TRANSFER: STATE PAYROLL TAXES 8/7/23	6,200.00
WIRE TRANSFER: TO CREDIT UNION	3,000.00
WIRE TRANSFER: PERS RETIREMENT	22,000.00
WIRE TRANSFER: PERS HEALTH PREMIUMS	43,348.12
WIRE TRANSFER: PERS RETIRED HEALTH PREMIUMS AND FEES	1,568.00
WIRE TRANSFER: SECTION 125	244.00
WIRE TRANSFER: SECTION 457 AND 401(A)	3,096.00

VACATION BUYBACK 8/4/23	6,700.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 8/7/23	2,600.00
WIRE TRANSFER: STATE PAYROLL TAXES 8/7/23	550.00

CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:

8/4/2023 WATER FUND TO GENERAL FUND-Payables	280,800.05
WATER FUND TO GENERAL FUND-Trash	223,234.55
WATER FUND TO SEWER FUND	158,007.27
SEWER FUND TO GENERAL FUND-Payables	142,293.68

INTERFUND TRANSFERS:

8/4/2023 SEWER FUND CHECKING TO LAIF SEWER OP	16,000.00
LAIF PROPERTY TAX TO GENERAL FUND CHECKING	182,000.00
WATER FUND CHECKING TO LAIF WATER OP	114,000.00
LAIF WATER OP TO WATER FUND CHECKING	232,000.00

NOTES PAYABLE

<u>DESCRIPTION</u>	<u>BALANCE</u>	<u>PAYMENT</u>	<u>DUE DATE</u>
U.S. Bank Trust (1998 COP's Refunding)	1,345,000 Prin.	655,000	Dec-23
U.S. Bank Trust (1998 COP's Refunding)	69,488 Intr.	34,297	Dec-23
MN Plant-State Revolving Loan	3,332,801 Prin.	137,493	Jul-24
MN Plant-State Revolving Loan	491,257 Intr.	42,838	Jan-24
2022 Obligations	3,261,158 Prin.	320,355	Jul-24
2022 Obligations	517,224 Intr.	49,733	Jan-24

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1	AMERICAN AED / AMERICAN AED							90982
AED		07/17/2023	N	N			08/16/2023 07/17/2023	\$0.00
08/04/2023					N			\$3,666.00
2	AVILA SALVADOR / AVILA SALVADOR							1153800002
CLAIM RFND		07/18/2023	N	N			08/17/2023 07/18/2023	\$0.00
08/04/2023					N			\$450.00
3	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG30770-0267
WTR ANALYSES		07/14/2023	N	N			08/13/2023 07/14/2023	\$0.00
08/04/2023					N			\$180.00
4	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG30768-0267
WTR ANALYSES		07/14/2023	N	N			08/13/2023 07/14/2023	\$0.00
08/04/2023					N			\$72.00
5	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG30780-0267
WTR ANALYSES		07/14/2023	N	N			08/13/2023 07/14/2023	\$0.00
08/04/2023					N			\$36.00
6	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG30779-0267
WTR ANALYSES		07/14/2023	N	N			08/13/2023 07/14/2023	\$0.00
08/04/2023					N			\$72.00
7	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG30552-0267
WTR ANALYSES		07/11/2023	N	N			08/10/2023 07/11/2023	\$0.00
08/04/2023					N			\$78.00
8	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG30554-0267
WTR ANALYSES		07/11/2023	N	N			08/10/2023 07/11/2023	\$0.00
08/04/2023					N			\$200.00
9	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG30588-0267
WTR ANALYSES		07/11/2023	N	N			08/10/2023 07/11/2023	\$0.00
08/04/2023					N			\$59.00
10	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG30595-0267
WTR ANALYSES		07/11/2023	N	N			08/10/2023 07/11/2023	\$0.00
08/04/2023					N			\$81.00
11	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG30596-0267
WTR ANALYSES		07/11/2023	N	N			08/10/2023 07/11/2023	\$0.00
08/04/2023					N			\$45.00
12	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG30605-0267
WTR ANALYSES		07/11/2023	N	N			08/10/2023 07/11/2023	\$0.00
08/04/2023					N			\$186.39
13	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG30606-0267
WTR ANALYSES		07/11/2023	N	N			08/10/2023 07/11/2023	\$0.00
08/04/2023					N			\$353.92
14	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG30607-0267
WTR ANALYSES		07/11/2023	N	N			08/10/2023 07/11/2023	\$0.00
08/04/2023					N			\$186.39
15	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG30608-0267
WTR ANALYSES		07/11/2023	N	N			08/10/2023 07/11/2023	\$0.00
08/04/2023					N			\$372.78
16	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG30790-0267
WTR ANALYSES		07/14/2023	N	N			08/13/2023 07/14/2023	\$0.00
08/04/2023					N			\$377.50

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17	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/14/2023	N	N			08/13/2023	CG30791-0267
	WTR ANALYSES						07/14/2023	\$0.00
08/04/2023					N			\$65.00
18	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/17/2023	N	N			08/16/2023	CG30848-0267
	WTR ANALYSES						07/17/2023	\$0.00
08/04/2023					N			\$160.00
19	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/17/2023	N	N			08/16/2023	CG30887-0267
	WTR ANALYSES						07/17/2023	\$0.00
08/04/2023					N			\$72.00
20	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/17/2023	N	N			08/16/2023	CG30893-0267
	WTR ANALYSES						07/17/2023	\$0.00
08/04/2023					N			\$18.00
21	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/19/2023	N	N			08/18/2023	CG31094-0267
	WTR ANALYSES						07/19/2023	\$0.00
08/04/2023					N			\$80.00
22	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/19/2023	N	N			08/18/2023	CG31095-0267
	WTR ANALYSES						07/19/2023	\$0.00
08/04/2023					N			\$59.00
23	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/19/2023	N	N			08/18/2023	CG31096-0267
	WTR ANALYSES						07/19/2023	\$0.00
08/04/2023					N			\$200.00
24	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/19/2023	N	N			08/18/2023	CG31097-0267
	WTR ANALYSES						07/19/2023	\$0.00
08/04/2023					N			\$81.00
25	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/21/2023	N	N			08/20/2023	CG31288-0267
	WTR ANALYSES						07/21/2023	\$0.00
08/04/2023					N			\$26.00
26	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/23/2023	N	N			08/22/2023	CG31313-0267
	WTR ANALYSES						07/23/2023	\$0.00
08/04/2023					N			\$500.00
27	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/23/2023	N	N			08/22/2023	CG31314-0267
	WTR ANALYSES						07/23/2023	\$0.00
08/04/2023					N			\$1,000.00
28	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/23/2023	N	N			08/22/2023	CG31316-0267
	WTR ANALYSES						07/23/2023	\$0.00
08/04/2023					N			\$500.00
29	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/23/2023	N	N			08/22/2023	CG31318-0267
	WTR ANALYSES						07/23/2023	\$0.00
08/04/2023					N			\$136.00
30	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/23/2023	N	N			08/22/2023	CG31319-0267
	WTR ANALYSES						07/23/2023	\$0.00
08/04/2023					N			\$135.00
31	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/24/2023	N	N			08/23/2023	CG31321-0267
	WTR ANALYSES						07/24/2023	\$0.00
08/04/2023					N			\$65.00
32	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS	07/19/2023	N	N			07/18/2023	7456-523232
	PARTS						07/19/2023	\$0.00
08/04/2023					N			\$9.70

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33	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS							7456-523324
SUPPLIES		07/20/2023	N	N			07/19/2023 07/20/2023	\$0.00
08/04/2023					N			\$10.80
34	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS							7456-523351
SUPPLIES		07/21/2023	N	N			07/20/2023 07/21/2023	\$0.00
08/04/2023					N			\$64.24
35	4IMPRINT,INC / 4IMPRINT,INC							25442122
PORTOFOLIO/BOTTLE		07/17/2023	N	N			08/16/2023 07/17/2023	\$0.00
08/04/2023					N			\$2,122.75
36	GRAINGER / GRAINGER							9770689744
SUPPLIES		07/14/2023	N	N			08/13/2023 07/14/2023	\$0.00
08/04/2023					N			\$130.77
37	GRAINGER / GRAINGER							9773656211
SUPPLIES		07/18/2023	N	N			08/17/2023 07/18/2023	\$0.00
08/04/2023					N			\$44.20
38	GRAINGER / GRAINGER							9773656237
FREEZ/PIPE		07/18/2023	N	N			08/17/2023 07/18/2023	\$0.00
08/04/2023					N			\$4,062.40
39	GRAINGER / GRAINGER							9774860309
SUPPLIES		07/19/2023	N	N			08/18/2023 07/19/2023	\$0.00
08/04/2023					N			\$102.51
40	GRAINGER / GRAINGER							9774860317
SUPPLIES		07/19/2023	N	N			08/18/2023 07/19/2023	\$0.00
08/04/2023					N			\$110.00
41	HOME DEPOT / HOME DEPOT CREDIT SERVICES							012629-9514132
FAN KIT		07/12/2023	N	N			08/11/2023 07/12/2023	\$0.00
08/04/2023					N			\$215.33
42	HOME DEPOT / HOME DEPOT CREDIT SERVICES							011871-0031124
SUPPLIES		07/11/2023	N	N			08/10/2023 07/11/2023	\$0.00
08/04/2023					N			\$142.96
43	HOME DEPOT / HOME DEPOT CREDIT SERVICES							018672/3013888
SUPPLIES		07/18/2023	N	N			08/17/2023 07/18/2023	\$0.00
08/04/2023					N			\$140.01
44	INFOSEND / INFOSEND, INC							242481.A
JUNE 23'BILL PRINT		07/17/2023	N	N			08/14/2023 07/17/2023	\$0.00
08/04/2023					N			\$1,133.65
45	INFOSEND / INFOSEND, INC							242481.B
JUNE 23" POSTAGE		07/17/2023	N	N			08/14/2023 07/17/2023	\$0.00
08/04/2023					N			\$2,453.26
46	KH METALS / KH METALS & SUPPLY							0643202-IN
PARTS		07/20/2023	N	N			08/19/2023 07/20/2023	\$0.00
08/04/2023					N			\$6.70
47	MASTER'S / MASTER'S SERVICES (GLACIER)							0000000797963
BTL WTR		07/19/2023	N	N			08/18/2023 07/19/2023	\$0.00
08/04/2023					N			\$124.00
48	MERIT OIL / MERIT OIL COMPANY							787257
GASOLINE		07/07/2023	N	N			07/22/2023 07/07/2023	\$0.00
08/04/2023					N			\$1,999.79

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GL Date					Credit Card	CC Reference #		Total Invoice
49	MERIT OIL / MERIT OIL COMPANY							788575
	GASOLINE	07/12/2023	N	N			07/27/2023 07/12/2023	\$0.00
08/04/2023					N			\$1,354.32
50	MV ENGINEERING SERVICES, INC / MV ENGINEERING							2023-15
	DEV. SERVICES	07/16/2023	N	N			08/15/2023 07/16/2023	\$0.00
08/04/2023					N			\$116.00
51	MV ENGINEERING SERVICES, INC / MV ENGINEERING							2023-16
	ADM.ASSISTANCE	07/16/2023	N	N			08/15/2023 07/16/2023	\$0.00
08/04/2023					N			\$4,250.00
52	MV ENGINEERING SERVICES, INC / MV ENGINEERING							2023-17
	ADM.ASSISTANCE	07/16/2023	N	N			08/15/2023 07/16/2023	\$0.00
08/04/2023					N			\$150.00
53	CHASE CARD SERVICES / CHASE CARD SERVICES							23L77049795.A
	GEN. OFFICE EXPENSES	07/17/2023	N	N			08/11/2023 07/17/2023	\$0.00
08/04/2023					N			\$597.35
54	CHASE CARD SERVICES / CHASE CARD SERVICES							23L77049795.B
	LICENSES & PERMITS	07/17/2023	N	N			08/11/2023 07/17/2023	\$0.00
08/04/2023					N			\$149.00
55	CHASE CARD SERVICES / CHASE CARD SERVICES							23L77049795.C
	EMP. EDU & TRAINING	07/17/2023	N	N			08/11/2023 07/17/2023	\$0.00
08/04/2023					N			\$1,186.81
56	CHASE CARD SERVICES / CHASE CARD SERVICES							23L77049795.D
	OFFICE SUPPLIES	07/17/2023	N	N			08/11/2023 07/17/2023	\$0.00
08/04/2023					N			\$833.68
57	CHASE CARD SERVICES / CHASE CARD SERVICES							23L77049795.E
	EMPLOYEE RECOGNITION	07/17/2023	N	N			08/11/2023 07/17/2023	\$0.00
08/04/2023					N			\$134.84
58	CHASE CARD SERVICES / CHASE CARD SERVICES							23L77049795.F
	R&M WATER SYSTEM	07/17/2023	N	N			08/11/2023 07/17/2023	\$0.00
08/04/2023					N			\$570.17
59	CHASE CARD SERVICES / CHASE CARD SERVICES							23L77049795.G
	REGULATORY FEE/STATE	07/17/2023	N	N			08/11/2023 07/17/2023	\$0.00
08/04/2023					N			\$973.28
60	CHASE CARD SERVICES / CHASE CARD SERVICES							23L77049795.H
	CLOTHING/SHOES EXP.	07/17/2023	N	N			08/11/2023 07/17/2023	\$0.00
08/04/2023					N			\$168.80
61	CHASE CARD SERVICES / CHASE CARD SERVICES							23L77049795.I
	GEN SUPPLIES&EXPENSE	07/17/2023	N	N			08/11/2023 07/17/2023	\$0.00
08/04/2023					N			\$23.32
62	PROFUZION / PROFUZION CERTIFIED WELDING							2734
	WELDING/REPAIR	07/20/2023	N	N			08/19/2023 07/20/2023	\$0.00
08/04/2023					N			\$6,041.00
63	RELIABLE / RELIABLE WORKPLACE SOLUTIONS							RWS23070042
	COPIER USG	07/15/2023	N	N			08/14/2023 07/15/2023	\$0.00
08/04/2023					N			\$238.95
64	RELIABLE / RELIABLE WORKPLACE SOLUTIONS							RWS23070043
	COPIER USG	07/15/2023	N	N			08/14/2023 07/15/2023	\$0.00
08/04/2023					N			\$130.04

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65	RELIABLE / RELIABLE WORKPLACE SOLUTIONS							RWS23070004
	PRINTER USG	07/15/2023	N	N			08/14/2023 07/15/2023	\$0.00
08/04/2023					N			\$33.16
66	RELIABLE / RELIABLE WORKPLACE SOLUTIONS							RWS23070010
	COPIER USG	07/15/2023	N	N			08/14/2023 07/15/2023	\$0.00
08/04/2023					N			\$5.42
67	RIVERSIDE CNTY DEPT ENVIRONMENTAL / RIVERSIC							IN0483865
	PERMIT 5248 RVRVW	07/07/2023	N	N			08/06/2023 07/07/2023	\$0.00
08/04/2023					N			\$933.00
68	RIVERSIDE CNTY DEPT ENVIRONMENTAL / RIVERSIC							IN0483886
	PERMIT 5245 34TH	07/07/2023	N	N			08/06/2023 07/07/2023	\$0.00
08/04/2023					N			\$933.00
69	RDO EQUIPMENT / RDO EQUIPMENT CO.							P2563835
	TANK RENTAL	07/19/2023	N	N			08/18/2023 07/19/2023	\$0.00
08/04/2023					N			\$569.13
70	SOCAL TRUCK / SOCAL TRUCKWORKS							13064
	R&M TRUCK	07/10/2023	N	N			08/09/2023 07/10/2023	\$0.00
08/04/2023					N			\$3,346.00
71	SOCAL TRUCK / SOCAL TRUCKWORKS							13089
	R&M TRUCK	07/14/2023	N	N			08/13/2023 07/14/2023	\$0.00
08/04/2023					N			\$108.69
72	SCE / SCE							23L700158802582
	WTR PMP ENRGY	07/18/2023	N	N			08/07/2023 07/18/2023	\$0.00
08/04/2023					N			\$13,505.38
73	SCE / SCE							23L700136714571
	SWR PMP ENRGY	07/19/2023	N	N			08/08/2023 07/19/2023	\$0.00
08/04/2023					N			\$8,381.56
74	SCE / SCE							23L700179651118
	SWR PMP ENRGY	07/19/2023	N	N			08/08/2023 07/19/2023	\$0.00
08/04/2023					N			\$1,448.43
75	SCE / SCE							23L700044576190
	SWR PMP ENRGY	07/18/2023	N	N			08/07/2023 07/18/2023	\$0.00
08/04/2023					N			\$1,481.51
76	SCE / SCE							23L700609292713
	WTR PMP ENRGY	07/18/2023	N	N			08/07/2023 07/18/2023	\$0.00
08/04/2023					N			\$445.07
77	SCE / SCE							23L700767086653
	5473 UTILITY	07/18/2023	N	N			08/07/2023 07/18/2023	\$0.00
08/04/2023					N			\$230.42
78	SCE / SCE							23L700456862263.A
	FIELD OFC.UTILITY	07/24/2023	N	N			08/14/2023 07/24/2023	\$0.00
08/04/2023					N			\$411.39
79	SCE / SCE							23L700456862263.B
	WTR PMP ENRGY	07/24/2023	N	N			08/14/2023 07/24/2023	\$0.00
08/04/2023					N			\$56,546.38
80	SCE / SCE							23L700456862263.C
	NO.03 PLT PMP ENRGY	07/24/2023	N	N			08/14/2023 07/24/2023	\$0.00
08/04/2023					N			\$33,680.53

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PO Number					Check #			Discount
GL Date	Immediate GL Account	Immediate GL Account			Credit Card	CC Reference #	Payment Date	Total Invoice
81	TOWNER / TOWNER FILTRATION							177863-001
	FILTER THMPSON WTF	07/11/2023	N	N		08/10/2023	07/11/2023	\$0.00
08/04/2023					N			\$20,297.40
82	VULCAN MATERIALS / CALMAT Dba VULCAN MATERI/							73700197
	COLD MIX	07/07/2023	N	N		08/15/2023	07/07/2023	\$0.00
08/04/2023					N			\$2,491.57
83	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/							232314
	RIO VISTA	07/01/2023	N	N		07/31/2023	07/01/2023	\$0.00
08/04/2023					N			\$1,674.20
84	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/							232364
	AVALON SEWER IMPR.	07/01/2023	N	N		07/31/2023	07/01/2023	\$0.00
08/04/2023					N			\$1,187.00
85	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/							232385
	GOLDEN WEST BOOSTER	07/01/2023	N	N		07/31/2023	07/01/2023	\$0.00
08/04/2023					N			\$2,956.00
86	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/							232441
	HUNTER ZONE	07/01/2023	N	N		07/31/2023	07/01/2023	\$0.00
08/04/2023					N			\$22,219.86
87	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/							232466
	LORING RANCH HYDRAUL	07/01/2023	N	N		07/31/2023	07/01/2023	\$0.00
08/04/2023					N			\$4,444.75
88	YO FIRE / YO FIRE							2024203
	PARTS	07/19/2023	N	N		08/18/2023	07/19/2023	\$0.00
08/04/2023					N			\$1,416.91
89	AUTOMATED GATE SERVICES, INC. / AGS							94979322
	FENCE REPAIR	07/21/2023	N	N		07/21/2023	07/21/2023	\$0.00
08/04/2023					N			\$252.00
90	AQUA METRIC SALES / AQUA METRIC SALES CO							INV0096012
	3/4" METER	07/24/2023	N	N		08/23/2023	07/24/2023	\$0.00
08/04/2023					N			\$14,007.50
91	AQUA METRIC SALES / AQUA METRIC SALES CO							INV0096013
	RADIOS	07/24/2023	N	N		08/23/2023	07/24/2023	\$0.00
08/04/2023					N			\$19,084.68
92	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG31373-0267
	WTR ANALYSES	07/24/2023	N	N		08/23/2023	07/24/2023	\$0.00
08/04/2023					N			\$90.00
93	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG31374-0267
	WTR ANALYSES	07/24/2023	N	N		08/23/2023	07/24/2023	\$0.00
08/04/2023					N			\$90.00
94	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG31597-0267
	WTR ANALYSES	07/25/2023	N	N		08/24/2023	07/25/2023	\$0.00
08/04/2023					N			\$80.00
95	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG31606-0267
	WTR ANALYSES	07/25/2023	N	N		08/24/2023	07/25/2023	\$0.00
08/04/2023					N			\$59.00
96	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CG31611-0267
	LAB FEES	07/25/2023	N	N		08/24/2023	07/25/2023	\$0.00
08/04/2023					N			\$722.77

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PO Number		Immediate GL Account			Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
97	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/25/2023	N	N				CG31612-0267
WTR ANALYSES						08/24/2023	07/25/2023	\$0.00
08/04/2023					N			\$400.00
98	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/25/2023	N	N				CG31613-0267
WTR ANALYSES						08/24/2023	07/25/2023	\$0.00
08/04/2023					N			\$203.28
99	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	07/25/2023	N	N				CG31614-0267
WTR ANALYSES						08/24/2023	07/25/2023	\$0.00
08/04/2023					N			\$320.00
100	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS	07/24/2023	N	N				7456-523526
BATTERY						08/23/2023	07/24/2023	\$0.00
08/04/2023					N			\$158.81
101	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS	07/25/2023	N	N				7456-523555
SUPPLIES						08/24/2023	07/25/2023	\$0.00
08/04/2023					N			\$9.20
102	DURNEY DON / DURNEY, DON	07/25/2023	N	N				20230725
GRDNG/WD ABATE						08/24/2023	07/25/2023	\$0.00
08/04/2023					N			\$2,217.50
103	FERGUSON / FERGUSON ENTERPRISE INC #1350	07/12/2023	N	N				0831436
SUPPLIES						08/11/2023	07/12/2023	\$0.00
08/04/2023					N			\$568.76
104	FERGUSON / FERGUSON ENTERPRISE INC #1350	07/12/2023	N	N				0831442
SUPPLIES						08/11/2023	07/12/2023	\$0.00
08/04/2023					N			\$401.27
105	FERGUSON / FERGUSON ENTERPRISE INC #1350	07/20/2023	N	N				0832089
PARTS						08/19/2023	07/20/2023	\$0.00
08/04/2023					N			\$582.36
106	FERGUSON / FERGUSON ENTERPRISE INC #1350	07/21/2023	N	N				0832232
PARTS						08/20/2023	07/21/2023	\$0.00
08/04/2023					N			\$368.92
107	FILTRONICS / FILTRONICS, INC	07/13/2023	N	N				420260
CONSULTING THMP.						08/12/2023	07/13/2023	\$0.00
08/04/2023					N			\$1,649.08
108	GRAINGER / GRAINGER	07/21/2023	N	N				9778290289
SUPPLIES						08/20/2023	07/21/2023	\$0.00
08/04/2023					N			\$38.67
109	HACH CO. / HACH COMPANY	07/24/2023	N	N				13669045
REAGENT SET						08/23/2023	07/24/2023	\$0.00
08/04/2023					N			\$755.64
110	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI	07/20/2023	N	N				012M5721
PARTS						08/19/2023	07/20/2023	\$0.00
08/04/2023					N			\$948.27
111	JADTEC SECURITY / JADTEC SECURITY SVCS, INC.	08/01/2023	N	N				2401598
MONITORING						08/11/2023	08/01/2023	\$0.00
08/04/2023					N			\$53.85
112	SOCAL TRUCK / SOCAL TRUCKWORKS	07/21/2023	N	N				13118
R&M TRUCK						08/20/2023	07/21/2023	\$0.00
08/04/2023					N			\$94.96

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PO Number		Immediate GL Account	Immediate GL Account		Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
113	SOCAL TRUCK / SOCAL TRUCKWORKS	07/21/2023	N	N			08/20/2023 07/21/2023	13112
	R&M TRUCK							\$0.00
08/04/2023					N			\$174.47
114	SOCAL TRUCK / SOCAL TRUCKWORKS	07/24/2023	N	N			08/23/2023 07/24/2023	13122
	R&M TRUCK							\$0.00
08/04/2023					N			\$88.92
115	AIRESPRING / AIRESPRING	07/16/2023	N	N			08/09/2023 07/16/2023	175006240
	PHONE CHRGS							\$0.00
08/04/2023					N			\$491.64
116	AWWA / AMERICAN WATER WORKS ASSOCIATION	06/20/2023	N	N			09/10/2023 06/20/2023	7002130420
	DUES-VALDEZ							\$0.00
08/04/2023					N			\$311.00
117	MUNKSGAARD DBA CENTER ELECT / MUNKSGAARD	05/17/2023	N	N			06/16/2023 05/17/2023	10555
	SCADA/R&M THMP							\$0.00
08/04/2023					N			\$37,994.47
118	RIVERSIDE CITY / RIVERSIDE CITY	06/30/2023	N	N			08/24/2023 06/30/2023	00271916.A
	JUNE 23" TRTMNT							\$0.00
08/04/2023					N			\$112,840.66
119	RIVERSIDE CITY / RIVERSIDE CITY	06/30/2023	N	N			08/24/2023 06/30/2023	00271916.B
	JUNE 23" SURCHARGE							\$0.00
08/04/2023					N			\$14,804.03
120	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC	07/26/2023	N	N			08/25/2023 07/26/2023	0713-072623.A
	COMM TRSH							\$0.00
08/04/2023					N			\$55,510.47
121	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC	07/26/2023	N	N			08/25/2023 07/26/2023	0713-072623.B
	RES TRSH							\$0.00
08/04/2023					N			\$167,724.08
122	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC	07/26/2023	N	N			08/25/2023 07/26/2023	0713-072623.C
	RCSO SHR COMM							\$0.00
08/04/2023					N			(\$7,216.36)
123	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC	07/26/2023	N	N			07/25/2023 07/26/2023	0713-072623.D
	RCSO SHR RES							\$0.00
08/04/2023					N			(\$4,920.02)
124	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC	07/26/2023	N	N			08/25/2023 07/26/2023	0713-072623.E
	BILLING FEE							\$0.00
08/04/2023					N			(\$3,000.00)
125	TRUSSELL TECHNOLOGIES / TRUSSELL TECHNOLOG	07/26/2023	N	N			08/25/2023 07/26/2023	0000009215
	SOP'S							\$0.00
08/04/2023					N			\$14,337.55
126	LILLESTRAND / LILLESTRAND LEADERSHIP CONSUL	07/15/2023	N	N			08/14/2023 07/15/2023	7848
	CNSLTNG/BECKWITH							\$0.00
08/04/2023					N			\$500.00

Grand Totals

Total Direct Expense: \$665,984.18
Total Direct Expense Adj: (\$15,136.38)
Total Non-Electronic Transactions: \$650,847.80

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

Report Summary

Report Selection Criteria

Report Type: Condensed

Start End

Transaction Number: Start End

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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:

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

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics

June 2014 - June 2023



Rubidoux Community Service District



Total Calls for Rubidoux CSD June 2014-2023



<u>Month/Year</u>	<u>Total Calls for Station 38</u>	<u>Total Calls for District</u>
June 2014	201	209
June 2015	211	222
June 2016	246	264
June 2017	219	234
June 2018	226	238
June 2019	216	230
June 2020	224	234
June 2021	227	242
June 2022	186	211
June 2023	270	284

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics



Bill Weiser

Fire Chief

7/12/2023

Report Provided By: Riverside County Fire Department

Communications and Technology Division

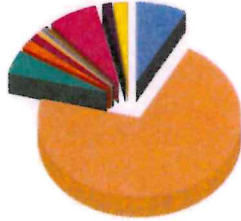
GIS Section

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

Incidents Reported for the month of June 2023 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 the month of June 2023 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)



False Alarm	23	8.1%
Medical	202	71.1%
Other Fire	13	4.6%
Other Misc	6	2.1%
Public Service Assist	3	1.1%
Res Fire	2	0.7%
Rescue	1	0.4%
Ring Alarm	1	0.4%
Standby	1	0.4%
Traffic Collision	22	7.7%
Vehicle Fire	4	1.4%
Wildland Fire	6	2.1%
Total	284	100.0%

False Alarm	23
Medical	202
Other Fire	13
Other Misc	6
Public Service Assist	3
Res Fire	2
Rescue	1
Ring Alarm	1
Standby	1
Traffic Collision	22
Vehicle Fire	4
Wildland Fire	6
Incident Total:	284

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
191	70	18	2	4.4	67.3%

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

Incidents by Battalion, Station and Jurisdiction

			False Alarm	Medical	Other Fire	Other Misc	Public Service Assist	Res Fire	Rescue	Ringin Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
Battalion 14	Station 16	City of Jurupa Valley	0	5	0	0	0	0	0	0	0	1	0	0	6
	Pedley														
		Station Total	0	5	0	0	0	0	0	0	0	1	0	0	6
	Station 18	City of Jurupa Valley	0	5	0	0	0	0	0	0	0	3	0	0	6
	West														
		Station Total	0	5	0	0	0	0	0	0	0	3	0	0	6
	Station 38	City of Jurupa Valley	23	192	13	6	3	2	1	1	1	18	4	6	270
	Rubidoux														
		Station Total	23	192	13	6	3	2	1	1	1	18	4	6	270
		Battalion Total	23	204	13	6	3	2	1	1	1	22	4	6	284
Grand Total			23	204	13	6	3	2	1	1	1	22	4	6	284

Incidents by Jurisdiction

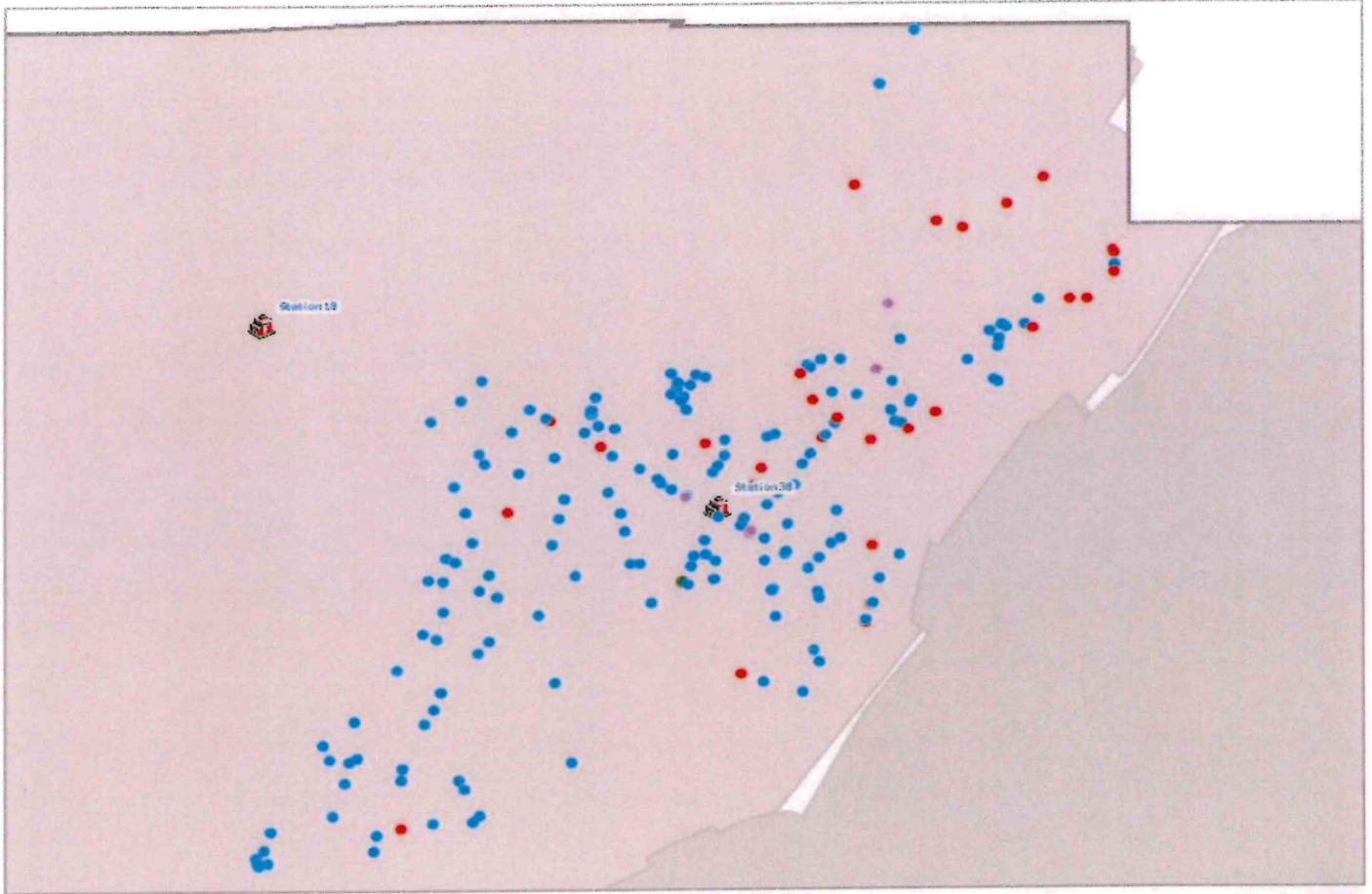
	False Alarm	Medical	Other Fire	Other Misc	Public Service	Res Fire	Rescue	Ringin Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
City of Jurupa Valley	23	202	13	6	3	2	1	1	1	22	4	6	284
Grand Total	23	202	13	6	3	2	1	1	1	22	4	6	284

Incidents by Supervisorial District - Summary

	DISTRICT 2 KAREN SPIEGEL	Grand Total
False Alarm	23	23
Medical	202	202
Other Fire	13	13
Other Misc	6	6
Public Service Assist	3	3
Res Fire	2	2
Rescue	1	1
Ringin Alarm	1	1
Standby	1	1
Traffic Collision	22	22
Vehicle Fire	4	4
Wildland Fire	6	6
Total	284	284

*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 = 6 and YEAR = 2023 and SPECIAL = 'Rubidoux CSD'



Legend

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



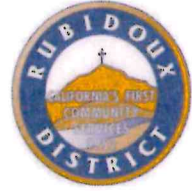
Riverside County Fire GIS

Last Updated 7/12/2023 2

*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.



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 June 2023

<i>Activity</i>	<i>Total</i>
Total Number of Plan Reviews Completed	0
Plan Review Turnaround Time <i>(Goal is 15 Days)</i>	0
Total Number of Construction Inspections Conducted	0
Inspection Turnaround Time <i>(Goal is within 3 Days of Contact)</i>	0
Total Number of Annual Fire Inspections Conducted <i>(Including Reinspections)</i>	13
Number of Weed Abatement Inspections Performed	1
Planning & Development Meetings Attended	0
Planning & Development Cases Reviewed	0
Special Event Meetings	0
Special Event Inspections	0
Complaints	3
850 Inspections	0
School Inspections	7
State Mandate Inspections	10

9. Consider Award of a Contract for Professional Services for RIO
(Regulatory Compliance Software): **DM 2023-71**

Rubidoux Community Services District

Board of Directors

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



General Manager

Brian R. Laddusaw

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

DIRECTORS MEMORANDUM 2023-71

August 3, 2023

To: Rubidoux Community Services District
 Board of Directors

Subject: Consider Award of a Contract for Professional Services for RIO (Regulatory Compliance Software).

BACKGROUND:

The Division of Drinking Water (“DDW”) is part of the State Water Resource Control Board (“SWRCB”). It sets and enforces drinking water quality standards. The Rubidoux Community Services District (“District”) must adhere to specific water quality sampling requirements, laid out by the DDW, to ensure the water supplied to customers meets the necessary safety standards. The District will benefit from modernizing its water quality reporting methods by adopting a trusted cloud-based data management platform. Furthermore, with the ubiquity of hand-held, mobile devices, and the major role they play in communication today, remotely connecting to such a platform has never been so effortless and secure. Aquatic Informatics’ Rio (“Rio”) is a lightweight and relatively inexpensive solution to help centralize water quality reporting data via an online database, while maintaining flexibility and connectivity through its web-based collection application.

To date, the reports generated by the District and sent to the DDW are organized through templated Microsoft Excel spreadsheets. Although these spreadsheets are satisfactory for presenting required information, they lack the centralization necessary for easily querying and re-using raw data for future applications. If data were input directly to Rio, it could manage the reports and store flexibly accessible data, greatly reducing time spent manipulating spreadsheets distributed across the system.

Lack of timely compliance can be costly due to fines issued by DDW and the expense of mailers to notify customers. Having redundancy in the collection and reporting of data can minimize this risk. An example of a redundant task is alarming staff about missing samples. Currently, staff is responsible for ensuring samples are taken on time. Rio can be programmed to notify staff when samples on the schedule have not been received by the District’s water quality testing consultant, Babcock Labs, buying precious mitigation time. This is possible by Rio’s ability to automatically poll data from Babcock Labs’ database to its own, and quickly analyze for

missing samples or data. Further, manually scheduling sample intervals can lead to errors which the District must avoid. Automated notifications will help solve problems with scheduling timely data reporting. Alerts can also be set for regulatory limit violations, which will provide staff with a much faster, and more robust notification system, to ensure compliance is maintained in a timely manner.

With the ability to deploy mobile app devices to field staff, tablets running Rio become the point of system data entry, leaving less room for error, and more time for analysis of captured information. By distributing data input tasks to staff members at the source of recordings, data flow bottlenecks loosen, visibility is increased, and accessibility happens more quickly. All of this will occur on a wider scale saving considerable time throughout the DDW required reporting process.

The ability to compile and query information into meaningful reports is a cornerstone for any database. Visual aids such as these can be helpful when trying to visualize trends. Rio features the ability to produce both generic and customized reports by allowing end-users the ability to create and edit their own.

Many elements of the database itself can be edited and personalized by end-users, while other aspects can be changed, with the help of Rio's staff, to ensure the software will maintain flexibility during times of growth and change.

Lastly, Rio provides dedicated backups and IT support. Due to the cloud-based nature of Rio, the responsibility of initial system setup, and IT maintenance is shared between the District and Rio staff, easing the burden of system administration for the District.

The Rio Professional Services (One-Time Service Fee) is \$7,850. This will cover the cost of implementation, configuration, and support during system setup. The initial subscription is \$8,500, bringing the total cost to \$16,350 for the first year of operation. An annual subscription fee of \$8,500 is required for each subsequent year.

The District considered and budgeted for this software in its Fiscal Year 2023|2024 Water Fund Budget under line 75 'IT Upgrades and Implementation' which has a budgeted amount of \$100,000. Staff requests using \$16,350 of this to pay for the first year of the Rio Software. The recurring annual subscription will be budgeted as an operating cost in each successive year.

RECOMMENDATIONS:

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

1. Authorize the General Manger sign an agreement for the RIO software license.
2. Utilize \$16,350 of the Fiscal Year 2023|2024 Water Fund Budget line 75 to pay Aquatic Informatics for this service.

Respectfully,



BRIAN R. LADDUSAW
General Manager

Attach:

1. Aquatic Informatics Rio Software Proposal Dated July 14, 2023



Quote 00015489

Details: Created On: 14 Jul 2023
Expires On: 15 Sep 2023

Prepared For: Rubidoux Community Services District
Po Box 3098
Rubidoux, California 92519-3098
United States

Submitted By: Brian Rhoades
brian.rhoades@aquaticinformatics.com



Quote Summary

Product	Sales Price	Term	Qty	Total Price
<p>RIO-M Rio Subscription (Medium) <i>Rio software subscription for a single treatment system serving a population between 30k and 100k customers or 5MGD to 10MGD. Subscription includes 10 named users, access to mobile application, and standard product features including dashboards, reporting, and dynamic spreadsheets.</i></p>	\$8,500.00	12 mos	1.0	\$8,500.00
<p>RIO-GS-S/M Rio Guided Implementation Service (Small/Medium) <i>The Customer will be provided up to six (6) weekly guided implementation sessions essential to the operation of Rio.</i></p> <p><i>These sessions range from approximately 1-2 hours and are joint implementation/system configuration training sessions, which include analysis of the customers' requirements, demonstrations of the required configuration (so that the complete configuration can be undertaken by the customer) and review of the customer completed implementation as required. The customer is required to complete their configuration of the SW between each session so that the next week's session may progress. On average it is expected that the customer will commit to approximately 1-2 hours per week outside of the guided implementation sessions to complete their work. Additional effort from the customer may be required depending on the complexity of the customer's operations and the current state of the customers' data.</i></p>	\$4,600.00		1.0	\$4,600.00
<p>RIO-DMR-CONFIG-M Rio Simple DMR Report Configuration (Medium) <i>Creation of a single DMR report template for Rio with up to 50 rows or parameters.</i></p> <p><i>The customer's participation is critical for successful implementation of the report with the customer providing: required layout, a comprehensive list of parameters to be included, and access to knowledgeable staff who can provide critical information required as part of the development process. This service does not include any configuration of the Rio subscription to meet reporting needs. The delivered report template is subject to Aquatic Informatics Open-Source Support Model.</i></p>	\$3,250.00		1.0	\$3,250.00



-  AQUARIUS
-  SEDARU
-  AQUATIC COMPLIANCE PLATFORM
-  TOKAY
-  AQUATIC COMPLIANCE & OPERATIONS
-  WIMS
-  LINKO
-  WATERTRAX

<p>AA-RIO Aquatic Academy User Subscription - Rio <i>Annual user subscription to the Aquatic Academy, a state-of-the-art learning management system for superior customer education and training. Provides access to online courses for Rio software and is available 24x7x365. Users will learn at their own pace on their own schedule and complete quizzes and earn a final certification to ensure comprehension. All courses are available to take as many times as desired. The Aquatic Academy is an ideal solution for new users, refresher training for power users and everything in between.</i></p>	\$0.00	12 mos	5.0	\$0.00
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Summary of Products & Services

Software Licenses (One-Time License Fees): \$0.00 USD
 Professional Services (One-Time Service Fees): \$7,850.00 USD
 Recurring Annual Fees (SaaS & SMA): \$8,500.00 USD

GRAND TOTAL: \$16,350.00 USD



Order Details

To proceed with a purchase, please sign this quote (preferably via DocuSign) and provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to brian.rhoades@aquaticinformatics.com and please reference quote **00015489**.

Brian Rhoades
brian.rhoades@aquaticinformatics.com

Aquatic Informatics Inc.
1999 Broadway, Suite 830
Denver, CO 80202
FEIN: 47-2917533

Terms and Conditions

By signing this quote, you are agreeing to the Aquatic Informatics' Terms and Conditions (located at <https://aquaticinformatics.com/terms-conditions/>) and online Service Offering and Service Level Agreement (see links below). This agreement is made between the customer named above ("Subscriber") and Aquatic Informatics Inc., having an address at 1999 Broadway, Suite 830, Denver, CO 80202 ("Provider"), and sets forth the terms and conditions on which Aquatic Informatics will supply Products and Services to the customer.

All Aquatic Informatics Software, Except WIMS:

- [SaaS: Services Offering and Service Level Agreement](https://aquaticinformatics.com/saas-service-offering/)
<https://aquaticinformatics.com/saas-service-offering/>
- [On-Premise: Software License Agreement](https://aquaticinformatics.com/on-premise-software/)
<https://aquaticinformatics.com/on-premise-software/>

WIMS Software Only:

- [SaaS: WIMS Online Services Offering and Service Level Agreement](https://aquaticinformatics.com/wims-online-saas/)
<https://aquaticinformatics.com/wims-online-saas/>
- [On-Premise: WIMS On-Premise Software License Agreement](https://aquaticinformatics.com/wims-on-premise/)
<https://aquaticinformatics.com/wims-on-premise/>



Electronic Acceptance

Expiration Date: Must be signed by 15 Sep 2023

Subscriber: Rubidoux Community Services District

Subscriber Signature: Per:
Name:
Title:
Date:

Subscriber Details: Phone:
Email:
Company: Rubidoux Community Services District
Po Box 3098
Rubidoux, California 92519-3098
United States

Provider: Aquatic Informatics

Provider Signature: Per:
Name:
Title:
Date:

**10. Consider Award of a Contract for Professional Services for Sedaru
(Regulatory Compliance Software): DM 2023-72**

Rubidoux Community Services District

Board of Directors

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



General Manager

Brian R. Laddusaw

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

DIRECTORS MEMORANDUM 2023-72

August 3, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Award of a Contract for Professional Services for Sedaru (Regulatory Compliance Software)

BACKGROUND:

The Rubidoux Community Services District (“District”) has a fully functional Geographical Information System (“GIS”) called ArcGIS which is developed and maintained by a company called ESRI. A GIS system is a computer-based tool used to capture, store, manage, analyze, and present geospatial data. It combines various types of geographic data, such as maps, satellite imagery, aerial photographs, and tabular data to create visual representations and perform spatial analysis. The District’s GIS has been used effectively since its deployment in 2021; however, it remains underutilized as an asset and operational management software platform. Third-party vendors have integrated with the ESRI GIS platform, taking advantage of its robust programming interface. Building upon ArcGIS’ solid foundation, there are additional opportunities available. Sedaru is a software solution that will provide the District with GIS-based operations management, asset management, and a mobile data-entry application.

The District has a need for better management of its operations which is how the District runs day-to-day. It also needs an improved way to manage its Water Enterprise assets which are composed of potable and non-potable wells, distribution pipelines, treatment facilities, booster stations and reservoirs; and its Sewer Enterprise assets which include a pipeline collection system and lift stations. Currently, work orders for repairs and customer requests are paper intensive. These items originate from customer/public calls to the Customer Service Department who then print a physical Work Order and place it in a bin at the Administrative Office for field staff to pick up and respond to. This current workflow is inefficient and typically requires the District’s field staff to make multiple trips to the Administrative Office for new Work Orders. The District can generate between 40 and 120 Work Orders a week depending on time of year, meter reading routes, billing cycles, etc.

Operations Management and Network Intelligence (OMNI) is the module within Sedaru that ties all system configurability together, along with that of ESRI’s GIS functionality.

Mobile data-entry applications allow field staff to quickly add, remove and update the status of District assets instantaneously, using mobile devices. Work Orders can be transmitted to the Field Staff via the Sedaru platform that outlines the tasks that need to be performed without staff having to retrieve the work order in the office.

Sedaru provides a mobile Application called Fieldforce for field crews to interact with the water and sewer system mapping via the District's existing GIS. It also allows field crews to log key infrastructure performance data and will notify field staff of new work orders, displaying the details thereof via email or mobile messages. This saves field staff time, and the District fuel cost, as it would no longer be necessary for the work order recipients to drive back to the office before starting their tasks. Sedaru can streamline the management of daily operations of the District's water and sewer system by tracking, monitoring, and analyzing trends to anticipate required maintenance. Alerts and notifications are sent to personnel when certain thresholds or predictive models indicate potential maintenance needs or asset risks.

The Districts assets database has not been updated since 2015 with updates often handwritten on printed paper maps. This information does not show on digital system maps shared with engineers designing future Capital Improvement Projects ("CIP") or designing projects for private development.

Field staff will be able to seamlessly transfer their historic asset location knowledge from paper maps and institutional knowledge of the District's water and sewer system to the GIS-based System Maps via the Sedaru field application utilizing a handheld device. Due to Sedaru's integration with ArcGIS, data collected from the field is made immediately available to the entire GIS system. The geolocations of the assets, based on the GPS coordinates of the device, are also automatically captured.

The District has system outages either caused by planned construction or during system failures being repaired on an emergency basis. Currently door-knocking and hand drawn maps are required for outage notifications. Sedaru will alleviate these manual tasks through GIS mapping of affected areas, using the "Outage" module. Outage will expedite resolution by isolating water leaks through suggested valve closing sequences. Additionally, water loss can be calculated for both leaks and fire hydrant flushing. These results are documented based on location and time. With the new requirements by the State Division of Water Resources ("DDW") for water loss reporting, Sedaru's ability to query captured data will allow the District to conveniently compile necessary information to report to the DDW.

Similarly, prioritization of pipeline replacement projects can be evaluated, along with consequence of failure analysis, to facilitate capital improvement planning. Sedaru will also work in conjunction with the District's Wastewater Operations existing method of capturing Closed Circuit Television ("CCTV") videos of sewer main and lateral assessments. Currently these images are stored on a USB drive in a drawer. Sedaru will allow for the images to be stored at the location captured as a layer on the Districts GIS Maps, accessible to any user with proper permission to access the data.

DigAlert (811) is the underground utility locating system used by all utilities to prevent damage to underground infrastructure. Sedaru can generate DigAlert Tickets in real-time, via the mobile app "Sedaru Connect – 811", allowing for swift resolution with automated response. In addition, photos can be stored and accessible through the application.

As can be seen Sedaru is a powerful tool which will leverage the District's existing GIS to provide increased productivity, efficiency and analysis of data the District already has. The following is a brief description of each module in Sedaru is provided below, including the module name and functionality.

- **The Sedaru Platform Implementation:** Sedaru Hosted GIS (Basic GIS Setup to connect to OMNI) is a one-time setup of the custom GIS, hosted within the Sedaru platform..
- **The Sedaru Workflow Implementation: Water Valve & Hydrant service** is a one-time setup of hydrant, valve, pipe, and lateral asset types in the Sedaru platform.
- **The Sedaru Workflow Implementation: Water Mains & Laterals** is a one-time setup of main, lateral, and meter asset types in the Sedaru platform.
- **Sedaru Workflow Implementation: Sewer Maintenance** is a one-time setup of sewer main, manhole, and lateral asset types in the Sedaru platform
- **The Sedaru Workflow Implementation: Water Meter** is a one-time setup of the meter asset type in the Sedaru platform. It Offers out-of-the-box forms to manage meter assets including meter install, meter changeout, turn on/turn off, and meter investigation.
- **Sedaru Connect Implementation: 811** is a one-time setup of two 811 account connections, used for managing DigAlerts.
- **The Sedaru Professional Services** has a one-time setup fee of \$2,775 for Hosting as-builts in Aquatic Informatics' Amazon Cloud.
- **The Sedaru Outage Service** manages leaks, breaks, and planned shutdowns.
- **The Sedaru Platform User Module** grants 10 user accounts access to the platforms within Sedaru. For example, OMNI, Fieldforce, , and "Outage".
- **The Sedaru Platform: OMNI & Fieldforce Service** is composed of the two core platforms, through which users will interact with Sedaru. OMNI being the main hub, tying together most of the system elements, and Fieldforce being the mobile solution for field staff. This module also covers the annual hosting fee for as-builts in Aquatic Informatics' secure Amazon Cloud server.

The costs of the Sedaru Platform and each of its modules is indicted in the table below.

Product	One Time Fee	Annual Subscription
Sedaru Hosted GIS- Sedaru will host the Customer's Esri GIS data and serve through Sedaru OMNI using standard Sedaru map symbology.	\$2,775.00	
Sedaru Workflow Implementation: Water Valve & Hydrant This service includes the setup of hydrant, valve, pipe, and lateral asset types in the Sedaru platform.	\$7,631.25	
Sedaru Workflow Implementation: Water Mains & Laterals This service includes the setup of main, lateral, and meter asset types in the Sedaru platform.	\$6,937.50	
Sedaru Workflow Implementation: Sewer Maintenance This service includes the setup of sewer main, manhole, and lateral asset types in the Sedaru platform.	\$4,856.25	
Sedaru Workflow Implementation: Water Meter This service includes the setup of the meter asset type in the Sedaru platform.	\$4,162.50	
Sedaru Connect Implementation: 811 Sedaru Connect for 811 implementation services and annual service.	\$6,105.00	\$3,750.00
Custom Professional Services -Atlas Map link	\$2,775.00	
Sedaru Implementation: Outage: Sedaru implementation services for Outage. And Annual subscription to Sedaru Outage for Managing Leaks, Breaks, and Planned Shutdowns	\$13,650.00	\$10,000.00
Sedaru Platform User- Fieldforce for work and asset management and field data collection on a mobile device.		\$18,001.44
Sedaru Platform: OMNI & Fieldforce: Annual subscription to Sedaru Platform for Operations Management and Network Intelligence (OMNI) System for Work Order and Asset Management, and access to Fieldforce for Work Order and Field Data Collection on a Mobile Device. This also covers the annual maintenance on the as-built server.		\$2,700.00
Total	\$48,892.50	\$34,451.44

The total first-time cost consists of the One Time Fee and the first year's annual subscription and is a total of both columns above and amounts to \$83,343.94. The District has in its FY 2023|2024 Water Fund Budget \$100,000 in line #75 for 'IT Upgrades and Implementaton'. Assuming the Board authorizes Staff to purchase the Rio Software under DM 2023-71, \$83,650 remains in this line item. Staff requests using \$83,343.94 of this to pay for the first year of Sedaru Software as outlined above. The recurring annual subscriptions will be budgeted as an operating cost in each successive year.

RECOMMENDATIONS:

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

1. Authorize the General Manger sign an agreement with Aquatic Informatics for the Sedaru software license.
2. Utilize \$83,343.94 of the \$100,000 in the FY 2023|2024 Water Fund Budget line item #75 to pay Aquatic Informatics for Sedaru Software service.

Respectfully,



BRIAN R. LADDUSAW
General Manager

Attach:

1. Aquatic Informatics Sedaru Software Proposal Dated July 13, 2023.



Quote 00015483

Details: Created On: 14 Jul 2023
Expires On: 30 Sep 2023

Prepared For: Yvonne Reyes
(951) 684-7580
yreyes@rcsd.org

Rubidoux Community Services District
Po Box 3098
Rubidoux, California 92519-3098
United States

Submitted By: Aaron Wilberding
aaronwilberding@sedaru.com



Quote Summary

Product	Sales Price	Term	Qty	Total Price
Sedaru Platform: OMNI & Fieldforce Annual subscription to Sedaru Platform for Operations Management and Network Intelligence (OMNI) System for Work Order and Asset Management, and access to Fieldforce for Work Order and Field Data Collection on a Mobile Device. Sedaru Platform User subscriptions and other modules sold separately.	\$0.00	12 mos	1.0	\$0.00
Sedaru Platform User Annual subscription for Sedaru Platform Users providing access to Operations Management and Network Intelligence (OMNI), Fieldforce for work and asset management and field data collection on a mobile device (iOS & Windows only), and other Sedaru modules that you subscribe to (e.g., 811, Wachs, Outage and Modeling).	\$2,160.00	12 mos	10.0	\$18,001.44
Sedaru Connect - 811 Annual subscription to Sedaru Connect for 811 and Underground Utility Locates	\$5,000.00	12 mos	1.0	\$3,750.00
Sedaru Platform Implementation: Sedaru Hosted GIS (Basic GIS Setup) This service provides you with basic GIS setup for Sedaru to host and serve your GIS data. Sedaru will host the Customer's Esri GIS data and serve through Sedaru OMNI using standard Sedaru map symbology. Assumptions & Limitations - Customer will provide the appropriate functional and technical resources to support the Sedaru Team as outlined in this scope of work. - Customer will provide Sedaru with data as requested within 5 business days. Sedaru will use data as provided by Customer. Creating, editing, and/or cleanup of data is additional. - All Services will be performed remotely by our Sedaru Team unless otherwise agreed to by all parties in advance of NTP. Any onsite services will be subject to time and expense reimbursement as additional. On-site training is not included in this scope of work. - Updating Customer GIS data is not included in this scope of work. If the Customer desires GIS updates, additional Standard Professional Services are available to be quoted. Below are additional services not included with this service: a. Migration of historical data from other systems/tools. b. Integrations with other systems/tools. c. Asset data collected in Fieldforce forms will not write back to GIS feature class attribute tables. d. Customized, asset history-driven map symbology. e. Customized reporting.	\$3,700.00		1.0	\$2,775.00



<p>Sedaru Workflow Implementation: Water Valve & Hydrant</p> <p><i>This services includes the setup of hydrant, valve, pipe, and lateral asset types in the Sedaru platform. Up to 9 pre-defined, standard forms built to manage hydrant and valve assets including: valve exercise, valve inspection, valve repair, valve replacement, hydrant flushing, hydrant flow test, hydrant inspection, hydrant repair, and hydrant replacement. Each pre-defined form comes as-is with no iterations. Includes up to 2 hours of post-rollout support hours to use for minor form revisions.</i></p> <p><i>A 2-hr online session with the customer's power users will be provided to review implemented workflows and guide the users through the setup of essential work order KPIs per asset type in Sedaru OMNI focusing on best practices and recommendations.</i></p> <p><i>A 1-hr, online session will be hosted to walk through implemented workflows with the customer's users in the Sedaru Platform. Prior to this session, the customer's users must complete Sedaru Platform: OMNI and Fieldforce training in Aquatic Academy.</i></p> <p>Definitions & Assumptions</p> <p>1. Definitions</p> <p><i>a. Predefined forms: These forms come as-is and will not be iterated on by our Sedaru Services team. These forms can be edited by the Customer using Sedaru Studio Form Designer without the aid of the Sedaru Services team.</i></p> <p><i>b. Basic Form: A basic form is less than 16 inputs without complex functions such as validation, calculations, and if-then logic.</i></p> <p><i>2. Customer will provide the appropriate functional and technical resources to support the Sedaru Team as outlined in this scope of work.</i></p> <p><i>3. Customer will provide Sedaru with data as requested within 5 business days. Sedaru will use data as provided by Customer. Creating, editing, and/or cleanup of data is additional.</i></p> <p><i>4. All Services will be performed remotely by our Sedaru Team unless otherwise agreed to by all parties in advance of NTP. Any onsite services will be subject to time and expense reimbursement as additional. On-site training is not included in this scope of work.</i></p> <p><i>5. Post-rollout support hours must be used within 14 days post rollout. After 14 days, this service will be considered delivered.</i></p> <p><i>6. Updating customer GIS data is not included with this service. Additional standard Professional Services are available for GIS updates.</i></p> <p><i>7. Not included in this scope of work:</i></p> <p><i>a. Migration of historical data from other systems/tools.</i></p> <p><i>b. Integrations with other systems/tools.</i></p> <p><i>c. Asset data collected in Fieldforce forms will not write back to GIS feature class attribute tables.</i></p> <p><i>d. Labor, equipment, and materials work order functionality.</i></p> <p><i>e. Customized, asset history-driven map symbology.</i></p> <p><i>f. Customized reporting.</i></p>	<p>\$10,175.00</p>		<p>1.0</p>	<p>\$7,631.25</p>
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<p>Sedaru Workflow Implementation: Water Mains & Laterals</p> <p><i>This service includes the setup of main, lateral, and meter asset types in the Sedaru platform. Up to 8 pre-defined, standard forms will be built to manage main and lateral assets including: main break, main repair, main line flushing, leak detection, service line inventory, service line replacement, lateral leak, and lateral repair. Each pre-defined form comes as-is with no iterations. Includes up to 2 hours of post-rollout support hours to use for minor form revisions.</i></p> <p><i>A 2-hr online session with the customer's power users will be provided to review implemented workflows and guide the users through the setup of essential work order KPIs per asset type in Sedaru OMNI focusing on best practices and recommendations.</i></p> <p><i>A 1-hr, online session will be posted to walk through implemented workflows with the customer's users in the Sedaru Platform. Prior to this session, the customer's users must complete Sedaru Platform: OMNI and Fieldforce training in Aquatic Academy.</i></p> <p>Definitions & Assumptions</p> <p>1. Definitions</p> <p><i>a. Predefined forms: These forms come as-is and will not be iterated on by our Sedaru Services team. These forms can be edited by the Customer using Sedaru Studio Form Designer without the aid of the Sedaru Services team.</i></p> <p><i>b. Basic Form: A basic form is less than 16 inputs without complex functions such as validation, calculations, and if-then logic.</i></p> <p><i>2. Customer will provide the appropriate functional and technical resources to support the Sedaru Team as outlined in this scope of work.</i></p> <p><i>3. Customer will provide Sedaru with data as requested within 5 business days. Sedaru will use data as provided by Customer. Creating, editing, and/or cleanup of data is additional.</i></p> <p><i>4. All Services will be performed remotely by our Sedaru Team unless otherwise agreed to by all parties in advance of NTP. Any onsite services will be subject to time and expense reimbursement as additional. On-site training is not included in this scope of work.</i></p> <p><i>5. Post-rollout support hours must be used within 14 days post rollout. After 14 days, this service will be considered delivered.</i></p> <p><i>6. Updating customer GIS data is not included with this service. Additional standard Professional Services are available for GIS updates.</i></p> <p><i>7. Below are additional Services not included in this scope of work.</i></p> <p><i>a. Migration of historical data from other systems/tools.</i></p> <p><i>b. Integrations with other systems/tools.</i></p> <p><i>c. Asset data collected in Fieldforce forms will not write back to GIS feature class attribute tables.</i></p> <p><i>d. Labor, equipment, and materials work order functionality.</i></p> <p><i>e. Customized, asset history-driven map symbology.</i></p> <p><i>f. Customized reporting.</i></p>	<p>\$9,250.00</p>		<p>1.0</p>	<p>\$6,937.50</p>
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<p>Sedaru Workflow Implementation: Sewer Maintenance</p> <p><i>This service includes the setup of sewer main, manhole, and lateral asset types in the Sedaru platform. Up to 5 pre-defined, standard forms will be built to manage main and manhole assets including: line cleaning, main inspection, main repair, manhole inspection, and manhole maintenance. Each pre-defined form comes as-is with no iterations. Includes up to 2 hours of post-rollout support hours to use for minor form revisions.</i></p> <p><i>A 2-hr online session with the customer's power users will be provided to review implemented workflows and guide the users through the setup of essential work order KPIs per asset type in Sedaru OMNI focusing on best practices and recommendations.</i></p> <p><i>A 1-hr, online session will be posted to walk through implemented workflows with the customer's users in the Sedaru Platform. Prior to this session, the customer's users must complete Sedaru Platform: OMNI and Fieldforce training in Aquatic Academy.</i></p> <p>Definitions & Assumptions</p> <p>1. Definitions</p> <p><i>a. Predefined forms: These forms come as-is and will not be iterated on by our Sedaru Services team. These forms can be edited by the Customer using Sedaru Studio Form Designer without the aid of the Sedaru Services team.</i></p> <p><i>b. Basic Form: A basic form is less than 16 inputs without complex functions such as validation, calculations, and if-then logic.</i></p> <p><i>2. Customer will provide the appropriate functional and technical resources to support the Sedaru Team as outlined in this scope of work.</i></p> <p><i>3. Customer will provide Sedaru with data as requested within 5 business days. Sedaru will use data as provided by Customer. Creating, editing, and/or cleanup of data is additional.</i></p> <p><i>4. All Services will be performed remotely by our Sedaru Team unless otherwise agreed to by all parties in advance of NTP. Any onsite services will be subject to time and expense reimbursement as additional. On-site training is not included in this scope of work.</i></p> <p><i>5. Post-rollout support hours must be used within 14 days post rollout. After 14 days, this service will be considered delivered.</i></p> <p><i>6. Updating customer GIS data is not included with this service. Additional standard Professional Services are available for GIS updates.</i></p> <p><i>7. Below are additional Services not included in this scope of work.</i></p> <p><i>a. Migration of historical data from other systems/tools.</i></p> <p><i>b. Integrations with other systems/tools.</i></p> <p><i>c. Asset data collected in Fieldforce forms will not write back to GIS feature class attribute tables.</i></p> <p><i>d. Labor, equipment, and materials work order functionality.</i></p> <p><i>e. Customized, asset history-driven map symbology.</i></p> <p><i>f. Customized reporting.</i></p>	<p>\$6,475.00</p>		<p>1.0</p>	<p>\$4,856.25</p>
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<p>Sedaru Workflow Implementation: Water Meter</p> <p><i>This service includes the setup of the meter asset type in the Sedaru platform. Up to 4 pre-defined, standard forms will be built to manage meter assets including: meter install, meter changeout, turn on/turn off, and meter investigation. Each pre-defined form comes as-is with no iterations. Includes up to 2 hours of post-rollout support hours to use for minor form revisions.</i></p> <p><i>A 2-hr online session with the customer's power users will be provided to review implemented workflows and guide the users through the setup of essential work order KPIs per asset type in Sedaru OMNI focusing on best practices and recommendations.</i></p> <p><i>A 1-hr, online session will be posted to walk through implemented workflows with the customer's users in the Sedaru Platform. Prior to this session, the customer's users must complete Sedaru Platform: OMNI and Fieldforce training in Aquatic Academy.</i></p> <p>Definitions & Assumptions</p> <p>1. Definitions</p> <p>a. <i>Predefined forms: These forms come as-is and will not be iterated on by our Sedaru Services team. These forms can be edited by the Customer using Sedaru Studio Form Designer without the aid of the Sedaru Services team.</i></p> <p>b. <i>Basic Form: A basic form is less than 16 inputs without complex functions such as validation, calculations, and if-then logic.</i></p> <p>2. <i>Customer will provide the appropriate functional and technical resources to support the Sedaru Team as outlined in this scope of work.</i></p> <p>3. <i>Customer will provide Sedaru with data as requested within 5 business days. Sedaru will use data as provided by Customer. Creating, editing, and/or cleanup of data is additional.</i></p> <p>4. <i>All Services will be performed remotely by our Sedaru Team unless otherwise agreed to by all parties in advance of NTP. Any onsite services will be subject to time and expense reimbursement as additional. On-site training is not included in this scope of work.</i></p> <p>5. <i>Post-rollout support hours must be used within 14 days post rollout. After 14 days, this service will be considered delivered.</i></p> <p>6. <i>Updating customer GIS data is not included with this service. Additional standard Professional Services are available for GIS updates.</i></p> <p>7. <i>Below are additional Services not included in this scope of work.</i></p> <p>a. <i>Migration of historical data from other systems/tools.</i></p> <p>b. <i>Integrations with other systems/tools.</i></p> <p>c. <i>Asset data collected in Fieldforce forms will not write back to GIS feature class attribute tables.</i></p> <p>d. <i>Labor, equipment, and materials work order functionality.</i></p> <p>e. <i>Customized, asset history-driven map symbology.</i></p> <p>f. <i>Customized reporting.</i></p>	<p>\$5,550.00</p>		<p>1.0</p>	<p>\$4,162.50</p>
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<p>Sedaru Connect Implementation: 811 <i>Sedaru Connect for 811 implementation services for up to two (2) 811 Member Codes. Sedaru will implement 811 workflow with standard 811 forms with no iterations, for up to 2 member code(s), including positive response. Include auto-assign by location or person/group, implemented at the customer's discretion. Sedaru will setup up to 5 standard OMNI 811 KPIs. Sedaru will host one (1) 60-minute online training session which will be recorded for on-going use by your team, specific to 811 workflow.</i></p> <p><i>Updating customer GIS data is not included with this service. Additional standard Professional Services are available for GIS updates.</i></p>	\$10,175.00		1.0	\$6,105.00
<p>SDUPROFSVC Sedaru Professional Services <i>Custom Professional Services. Please refer to attached Scope of Work for details.</i></p> <p>See attached SOW</p>	\$2,775.00		1.0	\$2,775.00
<p>Sedaru Platform: OMNI & Fieldforce <i>Annual subscription to Sedaru Platform for Operations Management and Network Intelligence (OMNI) System for Work Order and Asset Management, and access to Fieldforce for Work Order and Field Data Collection on a Mobile Device. Sedaru Platform User subscriptions and other modules sold separately.</i></p> <p>Hosting fee for as-builts in AQI's Amazon Cloud</p>	\$3,600.00	12 mos	1.0	\$2,700.00
<p>Sedaru Outage <i>Annual subscription to Sedaru Outage for Managing Leaks, Breaks, and Planned Shutdowns</i></p>	\$10,000.00	12 mos	1.0	\$10,000.00



<p>Sedaru Implementation: Outage <i>Sedaru implementation services for Outage.</i> 1: Project Management 2: Connect <i>Sedaru will host the Customer's Esri GIS data & setup in OMNI and Outage, including up to 8 standard Outage KPIs & 2 additional at the customer's request. Sedaru will submit a data request list. After receiving and reviewing the customer's GIS data, Sedaru will present any findings from a high-level GIS review that may impact the Outage implementation.</i> 3: Build <i>Sedaru will implement standard Outage workflow.</i> 4: Deploy & Train <i>Includes (1) 90-minute online training session which will be recorded for on-going use by your team.</i> 5: Post Rollout Support (up to 8 hrs) <i>Post rollout support hours can be used for Sedaru to update the customer's GIS data and re-run the Outage OMA or minor tweaks to workflows and/or KPIs in the first 30 days following rollout. Any updates after the first 30 days following rollout will require an active Managed Services Program (MSP) subscription or a separate scope of work.</i> Assumptions <i>-Outage results depend on accuracy of the customer's GIS data, which as data quality improves will result in improved outage results.</i> <i>-GIS updates are not included in this scope of work beyond what is stated above. If the customer desires regular GIS updates, the customer can utilize hours within a Sedaru Managed Services Program (MSP), if licensed and applicable, or under a separate scope and budget as agreed to by all parties.</i> General Requirements <ul style="list-style-type: none"> • Water distribution network data should be stored in an Esri GIS, preferably file geodatabase format. Other formats, such as CAD, may require significantly more processing and additional scope & budget. • All features in the GIS should be attributed so as to easily identify which features are in service, and which are abandoned/removed. </p>	<p>\$13,650.00</p>		<p>1.0</p>	<p>\$13,650.00</p>
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Summary of Products & Services

Software Licenses (One-Time License Fees): \$0.00 USD
 Professional Services (One-Time Service Fees): \$48,892.50 USD
 Recurring Annual Fees (SaaS & SMA): \$34,451.44 USD

GRAND TOTAL: \$83,343.94 USD



Ordering Instructions

If this quote is acceptable, please provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to aaronwilberding@sedaru.com and please reference quote **00015483**.

Aaron Wilberding
aaronwilberding@sedaru.com

Sedaru Inc.
168 E Arrow Highway, Suite 101
San Dimas, CA 91773
FEIN: 14-1909685

11. Consider Adopting Resolution No. 2023-907, a Resolution Rescinding Resolution No. 2022-897, and Adopting a Revised Discontinuation of Residential Water Service for Non-Payment Policy: **DM 2023-73**

Rubidoux Community Services District

Board of Directors

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



General Manager

Brian R. Laddusaw

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

DIRECTORS MEMORANDUM 2023-73

August 3, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Adopting Resolution No. 2023-907, a Resolution Rescinding Resolution No. 2022-897, and Adopting a Revised Discontinuation of Residential Water Service for Non-Payment Policy

BACKGROUND:

Senate Bill 998 ("SB 998") requires retail water agencies, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service of residences for non-payment. The policy requires a customer to be delinquent for a period of at least 60 days before water service to the customer can be shut off by the water agency. SB 998 further provides that if the customer is willing to sign an alternative payment arrangement to pay the delinquent balance amount on their account over a series of payments while keeping their recent balances on their account current, they would avoid being shutoff.

The Rubidoux Community Services District ("District") was required to comply with SB 998 by its effective date of February 1, 2020. The District adopted a *Discontinuation of Residential Water Service for Non-Payment Policy* ("Water Shutoff Policy") with Resolution No. 2019-859. Shortly thereafter through a series of executive orders and senate bills related to COVID-19, a water shutoff moratorium was put into place on March 4, 2020, and remained in place until December 31, 2021. For a period of twenty-two months the District was unable to shut off customers' water meters for non-payment pursuant to its newly adopted policy.

Starting January 1, 2022, delinquent customers no longer were provided the protection of a water shutoff moratorium, and the District began to implement its written shutoff policy.

In preparation of the moratorium ending, staff reviewed the original policy adopted by the Board of Directors ("Directors") on December 5, 2019. Staff determined the policy could use some modifications to better align it

with existing District procedures regarding mailing final notices and the posting of red cards while remaining compliant with the requirements of SB 998. In addition, the District created forms customers can complete when certifying medical and/or financial hardship, or when applying for a payment arrangement. On February 3, 2022, the Board of Directors adopted Resolution No. 2022-884 to update the policy and to rescind Resolution No. 2019-859, the District's original Water Shutoff Policy.

The Water Shutoff Policy was further modified in September 2022 with Resolution No. 2022-897 which modified the cutoff time for which a customer could pay their bill to avoid discontinuation from 4:00 p.m. to the regular close of business, usually 5:00 p.m.

Included in the original language of the policy adopted in December 2019, under section 4.4, was a requirement the District would post the notice of imminent discontinuation, known as the red card, in a conspicuous place at the service address along with a copy of the policy. It was District practice to include this policy in English and Spanish but due to the length of the policy and to save on costs, the District condensed the policy into pamphlet form. Nonetheless, the District incurs approximately \$4,000 per year in printing costs and about 2 hours in staff time per month, or 24 hours per year, to attach the written policy to each red card. The District prepares about 300 red cards each month. Further, these costs are expected to increase year-over-year due to inflationary pressures and wage cost-of-living adjustments.

SB 998 has no requirement for community water systems to attach its Water Shutoff Policy to each notice of imminent discontinuation but this was done so merely as a courtesy to District customers. To save on printing costs and staff time, staff recommends the District end this practice of attaching its Water Shutoff Policy to each red card and instead provide a cost-effective alternative, like a QR Code, a customer can scan with their phone which will direct them to the District's website to review the policy in their preferred language. Additionally, customers may continue to request a copy of the policy over the phone or in-person, and one will be provided at no cost.

Draft Resolution No. 2023-907 only provides one change to the current Water Shutoff Policy, adopted with Resolution 2022-897, which is to remove the requirement under section 4.4 to provide the Water Shutoff Policy with each red card. No other changes were made to the Water Shutoff Policy. For reference, staff provided the following three attachments:

1. Current Water Shutoff Policy (as adopted with Resolution No. 2022-897)
2. Redlined Water Shutoff Policy (updates to section 4.4 only)
3. Revised Water Shutoff Policy (considered with Resolution No. 2023-907)

RECOMMENDATION:

1. Staff recommends the Board of Directors consider adopting Resolution No. 2023-907.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attach:

1. Current Water Shutoff Policy
2. Redline Water Shutoff Policy
3. Resolution No. 2023-907 w/ Revised Water Shutoff Policy

1 **RUBIDOUX COMMUNITY SERVICES DISTRICT**
2 **DISCONTINUATION OF RESIDENTIAL**
3 **WATER SERVICE FOR NON-PAYMENT POLICY**

4 1. **Application of Policy.** This Discontinuation of Residential Water Service for Non-
5 Payment Policy (this “Policy”) shall apply to all District accounts for residential water
6 service, but shall not apply to any accounts for non-residential service. To the extent this
7 Policy conflicts with any provisions of the Rubidoux Community Services District’s
8 (“District”) existing Ordinances, Resolutions and Policies regarding water service and
9 water users, this Policy shall control.

10 2. **Contact Information.** For questions or assistance regarding a water bill, the
11 District’s Customer Service staff can be reached at (951) 684-7580. Customers may also
12 visit the District’s Customer Service desk in person Monday through Friday from 8:00 a.m.
13 to 5:00 p.m., except on District holidays.

14 3. **Billing Procedures.** Water service charges are payable to the District once every
15 month. All bills for water service are due and payable upon receipt and shall be
16 considered delinquent if not paid within ten (10) days from the bill date.

17 4. **Discontinuation of Water Service for Nonpayment.** If a bill is delinquent for at
18 least sixty (60) days, the District may discontinue water service to the service address.

19 4.1 Written Notice to Customer. The District will provide a written notice to the
20 customer of record, referred to as the Late Fee/Shutoff Notice, at least fifteen (15) days
21 before discontinuation of water service. The notice shall contain:

- 22 (a) the name and address of the customer;
- 23 (b) the amount of the delinquency;
- 24 (c) the date by which payment or payment arrangements must be made
25 to avoid discontinuation of service;
- 26 (d) a description of the procedure by which the customer may request
27 an alternative payment arrangement, which may include an
28 extension, amortization, deferred, alternative payment schedule, or
29 payment reduction;
- 30 (e) a description of the procedure to petition for bill review and appeal;
31 and

EXHIBIT A

32 (f) the telephone number where the customer may request a payment
33 arrangement or receive additional information from the District.

34 4.2 Written Notice to Occupants or Tenants.

35 (a) If the District furnishes individually metered service to a single-family
36 dwelling, multi-unit residential structure, mobile home park, or farm labor camp, and the
37 property owner or manager is the customer of record, or if the customer of record's mailing
38 address is not the same as the service address, the District will also send a notice to the
39 occupants living at the service address at least fifteen (15) days before discontinuation of
40 water service. The notice will be addressed to "Occupant," will contain the information
41 required in Section 4.1 above, and will also inform the residential occupants that they
42 have the right to become customers of the District without being required to pay the
43 amount due on the delinquent account. Terms and conditions for occupants to become
44 customers of the District are provided in Section 8 below.

45 (b) If the District furnishes water to residences through a master meter,
46 the District will make a good faith effort, at least fifteen (15) days prior to termination, to
47 notify the residential occupants that the account is in arrears and the service will be
48 terminated on a date specified in the notice. The District will provide notice by either:
49 (i) mailing the notice to each residential unit; (ii) posting the notice on the door of each
50 residential unit, (iii) if providing notice to each unit is impracticable or infeasible, posting
51 two (2) copies of the notice in each accessible common area and at each point of access
52 to the structure or structures; or (iv) making some other good faith, reasonable effort to
53 provide written notice to the occupants. The notice will be addressed to "Occupant," will
54 contain the information required in Section 4.1 above, and will inform the residential
55 occupants that they have the right to become customers of the District without being
56 required to pay the amount due on the delinquent account. Terms and conditions for
57 occupants to become customers of the District are provided in Section 8 below.

58 4.3 Telephonic Notice. The District may also contact the customer named on
59 the account by telephone and offer to provide in writing to the customer a copy of this
60 Policy in addition to providing the same information as noted in Section 4.1(b)-(f).

61 4.4 Posting of Final Notice at Service Address. If payment has not been
62 received after receipt of the Late Fee/Shutoff Notice, or the Late Fee/Shutoff Notice was
63 returned through the mail as undeliverable, the District will visit the residence and leave,
64 or make other arrangements for placement in a conspicuous place, a red Final Shut Off
65 Notice and a copy of this Policy in English and Spanish, at least five (5) days before
66 discontinuation of service. Should the customer need a copy of this Policy in a language
67 other than English or Spanish, but otherwise required by the District as noted in Section
68 9, contact the customer service staff to request this Policy in the appropriate language.
69 The notice shall include:

EXHIBIT A

- 70 (a) the name and address of the customer;
- 71 (b) the amount of the delinquency;
- 72 (c) the date by which payment must be made to avoid discontinuation of
73 service; and
- 74 (d) the telephone number where the customer may make their payment
75 or receive additional information from the District.

76 4.5 Late Fee. A Late Fee, as specified in District Ordinance No. 104, shall be
77 assessed and added to the outstanding balance on the customer's account if the
78 amount owing on that account is not paid before the initial written notice of disconnection
79 is generated. This fee is charged to recover a portion of the cost associated with
80 preparation and delivery of the notice.

81 4.6 Disconnection Deadline. Payment for water service charges must be
82 received in the District offices no later than the regular close of business time on the
83 date specified in the notice of disconnection. Postmarks are not acceptable.

84 4.7 Circumstances Under Which Service Will Not Be Discontinued. The District
85 will not discontinue residential water service for nonpayment under the following
86 circumstances:

- 87 (a) During an investigation by the District of a customer dispute or
88 complaint under Sections 5.1 and 5.2 below;
- 89 (b) During the pendency of an appeal to the District's Board of Directors
90 under Section 5.3 below; or
- 91 (c) During the period of time in which a customer's payment is subject
92 to a District-approved alternative payment arrangement under
93 Section 6 below, and the customer remains in compliance with the
94 approved payment arrangement.

95 4.8 Special Medical and Financial Circumstances Under Which
96 Services Will Not Be Discontinued.

- 97 (a) The District will not discontinue water service if all of the following
98 conditions are met:
 - 99 (i) The customer, or a tenant of the customer, submits to the
100 District the certification of a licensed primary care provider that
101 discontinuation of water service will be life threatening to, or
102 pose a serious threat to the health and safety of, a resident of

EXHIBIT A

103 the premises where residential service is provided (must
104 complete Form 998-A);

105 (ii) The customer demonstrates that he or she is financially
106 unable to pay for residential water service within the District's
107 normal billing cycle per the qualifications in Section 7.2 below
108 (must complete Form 998-B or 998-B2); and

109 (iii) The customer is willing to enter into an alternative payment
110 arrangement as described in Section 6 below, with respect to
111 the delinquent charges. The District's General Manager or
112 designee will select the most appropriate payment
113 arrangement, taking into consideration the information and
114 documentation provided by the customer (must complete
115 Form 998-C).

116 (b) The customer is responsible for demonstrating that the conditions in
117 subsection (a) have been met. Upon receipt of documentation from
118 the customer, which must be provided to the District at least forty-
119 eight (48) hours prior to the disconnection date, the District will
120 review the documentation within seven (7) days and: (1) will not
121 discontinue water service during this review period; (2) will notify the
122 customer of the alternative payment arrangement selected by the
123 District and request that the customer sign the agreement to
124 participate in the alternative arrangement (Form 998-C); (3) may
125 request additional information from the customer; or (4) notify the
126 customer that he or she does not meet the conditions in subsection
127 (a). The District reserves the right to extend the customer's
128 documentation submission period at the District's discretion.

129 (c) The District may discontinue water service if a customer who has
130 been granted an alternative payment arrangement under this section
131 fails to do any of the following for sixty (60) days or more: (a) to pay
132 any amount due under an alternative payment arrangement; or (b)
133 to pay current charges of subsequent bills for water service. The
134 District will post a final notice of intent to disconnect service in a
135 prominent and conspicuous location at the service address at least
136 five (5) business days before discontinuation of service. The final
137 notice will not entitle the customer to any investigation or review by
138 the District.

EXHIBIT A

139 4.9 Time of Discontinuation of Service. The District will not discontinue water
140 service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during
141 which the District's office is not open to the public.

142 4.10 Restoration of Service. Customers whose water service has been
143 discontinued may contact the District by telephone or in person regarding restoration of
144 service. Restoration shall be subject to payment of: (a) any past-due amounts, including
145 applicable interest or penalties; (b) a reconnection fee of \$50.00 during normal operating
146 hours and \$100.00 during non-operating hours, with an annual adjustment for changes
147 in the Bureau of Labor Statistics' Consumer Price Index for all Urban Consumers
148 (CPI-U) beginning January 1, 2021, subject to the limitations in Section 7.1, if
149 applicable; (c) and a security deposit, if required by the District. Payment must be made
150 in cash or credit card. Check payments will not be accepted.

151 **5. Procedures to Contest or Appeal a Bill.**

152 5.1 Time to Initiate Complaint or Request an Investigation. A customer may
153 initiate a complaint or request an investigation regarding the amount of a bill no later
154 than five (5) days after receiving the Late Fee/Shutoff Notice.

155 5.2 Review by District. A timely complaint or request for investigation shall be
156 reviewed by a manager of the District, who shall provide a written determination to the
157 customer within ten (10) business days of receipt. The review will include consideration
158 of whether the customer may receive an alternative payment arrangement as described
159 in Section 6 below.

160 5.3 Appeal Hearing. Any customer whose timely complaint or request for an
161 investigation pursuant to this Section 5 has resulted in an adverse determination by the
162 District may appeal the determination. A written notice of appeal must be received by the
163 District within ten (10) business days of the District's mailing of its determination.
164 Following receipt of a request for an appeal or review, a hearing date shall be promptly
165 set before the General Manager, or their designee (the "Hearing Officer") within five (5)
166 business days. After evaluation of the evidence provided by the customer and the
167 information on file with the District concerning the water charges in question, the Hearing
168 Officer shall render a decision as to the accuracy of the water charges set forth on the bill
169 and shall provide the appealing customer with a brief written summary of the decision.

170 5.4 Appeal to Board of Directors. Any customer whose timely appeal hearing
171 pursuant to this Section 5 has resulted in an adverse determination by the Hearing Officer
172 may appeal the determination to the Board of Directors by filing a written notice of appeal
173 with the District Secretary within ten (10) business days of the District's mailing of its
174 determination, or may appeal in-person, orally, during a regularly scheduled board
175 meeting. Upon receiving the notice of appeal, the District Secretary will set the matter to

176 be heard at an upcoming Board meeting and mail the customer written notice of the time
177 and date of the hearing at least ten (10) days before the meeting. The customer will be
178 required to personally appear before the Board and present written or oral evidence or
179 reasons as to why the water charges on the bill in question are not accurate. The Board
180 shall evaluate the evidence presented by the customer, as well as the information on file
181 with the District concerning the water charges in question and render a decision as to the
182 accuracy of said charges. The decision of the Board shall be final.

183 **6. Alternative Payment Arrangements.**

184 6.1 Time to Request an Alternative Payment Arrangement. If a customer is
185 unable to pay a bill during the normal payment period, the customer may request an
186 extension or other alternative payment arrangement described in this Section 6. If a
187 customer submits a request within thirteen (13) days after mailing of the Late
188 Fee/Shutoff Notice by the District, the request will be reviewed by a manager of the
189 District. District decisions regarding extensions and other alternative payment
190 arrangements are final and are not subject to appeal to the District's Board of Directors.

191 6.2 Alternative Payment Schedule. If approved by the District, a customer may
192 pay the unpaid balance pursuant to an alternative payment schedule that will not exceed
193 twelve (12) months, or as determined by the District's General Manager or designee, in
194 their discretion. During the period of the alternative payment schedule, the customer
195 must remain current on all water service charges accruing during any subsequent billing
196 periods. The alternative payment schedule and amounts due will be set forth in writing
197 and provided to the customer for their required signature indicating agreement and
198 adherence to the schedule.

199 6.3 Failure to Comply. The customer must comply with the agreed upon
200 payment schedule and remain current as charges accrue in each subsequent billing
201 period. The customer may not request another payment schedule for any subsequent
202 unpaid charges while paying delinquent charges pursuant to a previously agreed upon
203 schedule. If the customer fails to comply with the terms of the agreed upon payment
204 schedule for a bill that is delinquent for sixty (60) days or more, the District may
205 discontinue water service to the customer's property. The District will post a final notice
206 of intent to disconnect service in a prominent and conspicuous location at the service
207 address at least five (5) business days before discontinuation of service. The final notice
208 will not entitle the customer to any investigation or review by the District.

209 6.4 Payment Reductions or Waivers. Reductions or waivers of water service
210 charges are not available at this time.

211 **7. Specific Programs for Low-Income Customers.**

EXHIBIT A

212 7.1 Reconnection Fee Limits and Waiver of Interest. For residential customers
213 who demonstrate to the District a household income below 200 percent of the federal
214 poverty line, the District will:

215 (a) Limit any reconnection fees during normal operating hours to fifty
216 dollars (\$50), and during non-operational hours to one hundred
217 dollars (\$100). The limits will only apply if the District's reconnection
218 fees actually exceed these amounts. These limits are subject to an
219 annual adjustment for changes in the Bureau of Labor Statistics'
220 Consumer Price Index for All Urban Consumers (CPI-U) beginning
221 January 1, 2021.

222 (b) Waive interest charges on delinquent bills once every 12 months.
223 The District will apply the waiver to any interest charges that are
224 unpaid at the time of the customer's request.

225 7.2 Qualifications. The District will deem a residential customer to have a
226 household income below 200 percent of the federal poverty line if: (a) any member of the
227 household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal,
228 Supplemental Security Income/State Supplementary Payment Program, or California
229 Special Supplemental Nutrition Program for Women, Infants, and Children (Form 998-B),
230 or (b) the customer declares under penalty of perjury that the household's annual income
231 is less than 200 percent of the federal poverty level (Form 998-B2).

232 **8. Procedures for Occupants or Tenants to Become Customers of the District.**

233 8.1 Applicability. This Section 8 shall apply only when the property owner,
234 landlord, manager, or operator of a residential service address is listed as the customer
235 of record and has been issued a notice of intent to discontinue water service due to
236 nonpayment.

237 8.2 Agreement to District Terms and Conditions of Service. The District will
238 make service available to the occupants if each occupant agrees to the terms and
239 conditions of service and meets the requirements of the District's rules and regulations.
240 However, if at least one of the occupants is willing to assume responsibility for all
241 subsequent charges, or if there is a physical means of discontinuing service to those
242 occupants who do not meet the District's rules and requirements, then the District will
243 make service available to the occupants who do meet them.

244 8.3 Verification of Tenancy. To be eligible to become a customer without paying
245 the amount due on the delinquent account, the occupant shall verify that the delinquent
246 account customer of record is or was the landlord, manager, or agent of the dwelling.
247 Verification may include, but is not limited to, a lease or rental agreement, rent receipts,

EXHIBIT A

248 a government document indicating that the occupant is renting the property, or
249 information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the
250 District.

251 8.4 Methods of Establishing Credit. If prior service for a period of time is a
252 condition for establishing credit with the District, residence and proof of prompt payment
253 of rent for that period of time is a satisfactory equivalent.

254 9. **Language for Certain Written Notices**. All written notices under Section 4 and
255 Section 6 of this Policy shall be provided in English, Spanish, Chinese, Tagalog,
256 Vietnamese, Korean, and any other language spoken by ten percent (10%) or more
257 people within the District's retail service area.

258 10. **Other Remedies**. In addition to discontinuation of water service, the District may
259 pursue any other remedies available in law or equity for nonpayment of water service
260 charges, including, but not limited to: securing delinquent amounts by filing liens on real
261 property, filing a claim or legal action, or referring the unpaid amount to collections. In the
262 event a legal action is decided in favor of the District, the District shall be entitled to the
263 payment of all costs and expenses, including attorneys' fees and accumulated interest.

264 11. **Discontinuation of Water Service for Other Customer Violations**. The District
265 reserves the right to discontinue water service for any violations per District ordinances,
266 rules, or regulations other than nonpayment.

267 12. **Decisions by District Staff**. Any decision which may be taken by the District's
268 General Manager under this Policy may be taken by their designee.

269 13. **Annual Disconnections Notice**. Annually, the District shall post on its website,
270 www.rcsd.org, and notify the Board, the total number of discontinuations of residential
271 water service due to the inability to pay.

1 **RUBIDOUX COMMUNITY SERVICES DISTRICT**
2 **DISCONTINUATION OF RESIDENTIAL**
3 **WATER SERVICE FOR NON-PAYMENT POLICY**

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EXHIBIT A

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63 returned through the mail as undeliverable, the District will visit the residence and leave,
64 or make other arrangements for placement in a conspicuous place, a red Final Shut Off
65 Notice ~~and a copy of this Policy in English and Spanish~~, at least five (5) days before
66 discontinuation of service. The red Final Shut Off Notice will include a QR Code directing
67 customers to the District's website to view this policy in the six (6) different languages
68 referenced in Section 9 herein. Should the customer need the policy in writing in their
69 preferred language, one can be provided upon request by contacting the customer

EXHIBIT A

70 ~~service staff. The red Final Shut Off Notice shall include~~Should the customer need a
71 ~~copy of this Policy in a language other than English or Spanish, but otherwise required~~
72 ~~by the District as noted in Section 9, contact the customer service staff to request this~~
73 ~~Policy in the appropriate language. The notice shall include:~~

- 74 (a) the name and address of the customer;
- 75 (b) the amount of the delinquency;
- 76 (c) the date by which payment must be made to avoid discontinuation of
77 service; and
- 78 (d) the telephone number where the customer may make their payment
79 or receive additional information from the District.

80 4.5 Late Fee. A Late Fee, as specified in District Ordinance No. 104, shall be
81 assessed and added to the outstanding balance on the customer's account if the
82 amount owing on that account is not paid before the initial written notice of disconnection
83 is generated. This fee is charged to recover a portion of the cost associated with
84 preparation and delivery of the notice.

85 4.6 Disconnection Deadline. Payment for water service charges must be
86 received in the District offices no later than the regular close of business time on the
87 date specified in the notice of disconnection. Postmarks are not acceptable.

88 4.7 Circumstances Under Which Service Will Not Be Discontinued. The District
89 will not discontinue residential water service for nonpayment under the following
90 circumstances:

- 91 (a) During an investigation by the District of a customer dispute or
92 complaint under Sections 5.1 and 5.2 below;
- 93 (b) During the pendency of an appeal to the District's Board of Directors
94 under Section 5.3 below; or
- 95 (c) During the period of time in which a customer's payment is subject
96 to a District-approved alternative payment arrangement under
97 Section 6 below, and the customer remains in compliance with the
98 approved payment arrangement.

99 4.8 Special Medical and Financial Circumstances Under Which
100 Services Will Not Be Discontinued.

- 101 (a) The District will not discontinue water service if all of the following
102 conditions are met:

EXHIBIT A

- 103 (i) The customer, or a tenant of the customer, submits to the
104 District the certification of a licensed primary care provider that
105 discontinuation of water service will be life threatening to, or
106 pose a serious threat to the health and safety of, a resident of
107 the premises where residential service is provided (must
108 complete Form 998-A);
- 109 (ii) The customer demonstrates that he or she is financially
110 unable to pay for residential water service within the District's
111 normal billing cycle per the qualifications in Section 7.2 below
112 (must complete Form 998-B or 998-B2); and
- 113 (iii) The customer is willing to enter into an alternative payment
114 arrangement as described in Section 6 below, with respect to
115 the delinquent charges. The District's General Manager or
116 designee will select the most appropriate payment
117 arrangement, taking into consideration the information and
118 documentation provided by the customer (must complete
119 Form 998-C).
- 120 (b) The customer is responsible for demonstrating that the conditions in
121 subsection (a) have been met. Upon receipt of documentation from
122 the customer, which must be provided to the District at least forty-
123 eight (48) hours prior to the disconnection date, the District will
124 review the documentation within seven (7) days and: (1) will not
125 discontinue water service during this review period; (2) will notify the
126 customer of the alternative payment arrangement selected by the
127 District and request that the customer sign the agreement to
128 participate in the alternative arrangement (Form 998-C); (3) may
129 request additional information from the customer; or (4) notify the
130 customer that he or she does not meet the conditions in subsection
131 (a). The District reserves the right to extend the customer's
132 documentation submission period at the District's discretion.
- 133 (c) The District may discontinue water service if a customer who has
134 been granted an alternative payment arrangement under this section
135 fails to do any of the following for sixty (60) days or more: (a) to pay
136 any amount due under an alternative payment arrangement; or (b)
137 to pay current charges of subsequent bills for water service. The
138 District will post a final notice of intent to disconnect service in a
139 prominent and conspicuous location at the service address at least
140 five (5) business days before discontinuation of service. The final

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141 notice will not entitle the customer to any investigation or review by
142 the District.

143 4.9 Time of Discontinuation of Service. The District will not discontinue water
144 service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during
145 which the District's office is not open to the public.

146 4.10 Restoration of Service. Customers whose water service has been
147 discontinued may contact the District by telephone or in person regarding restoration of
148 service. Restoration shall be subject to payment of: (a) any past-due amounts, including
149 applicable interest or penalties; (b) a reconnection fee of \$50.00 during normal operating
150 hours and \$100.00 during non-operating hours, with an annual adjustment for changes
151 in the Bureau of Labor Statistics' Consumer Price Index for all Urban Consumers
152 (CPI-U) beginning January 1, 2021, subject to the limitations in Section 7.1, if
153 applicable; (c) and a security deposit, if required by the District. Payment must be made
154 in cash or credit card. Check payments will not be accepted.

155 **5. Procedures to Contest or Appeal a Bill.**

156 5.1 Time to Initiate Complaint or Request an Investigation. A customer may
157 initiate a complaint or request an investigation regarding the amount of a bill no later
158 than five (5) days after receiving the Late Fee/Shutoff Notice.

159 5.2 Review by District. A timely complaint or request for investigation shall be
160 reviewed by a manager of the District, who shall provide a written determination to the
161 customer within ten (10) business days of receipt. The review will include consideration
162 of whether the customer may receive an alternative payment arrangement as described
163 in Section 6 below.

164 5.3 Appeal Hearing. Any customer whose timely complaint or request for an
165 investigation pursuant to this Section 5 has resulted in an adverse determination by the
166 District may appeal the determination. A written notice of appeal must be received by the
167 District within ten (10) business days of the District's mailing of its determination.
168 Following receipt of a request for an appeal or review, a hearing date shall be promptly
169 set before the General Manager, or their designee (the "Hearing Officer") within five (5)
170 business days. After evaluation of the evidence provided by the customer and the
171 information on file with the District concerning the water charges in question, the Hearing
172 Officer shall render a decision as to the accuracy of the water charges set forth on the bill
173 and shall provide the appealing customer with a brief written summary of the decision.

174 5.4 Appeal to Board of Directors. Any customer whose timely appeal hearing
175 pursuant to this Section 5 has resulted in an adverse determination by the Hearing Officer
176 may appeal the determination to the Board of Directors by filing a written notice of appeal

177 with the District Secretary within ten (10) business days of the District's mailing of its
178 determination, or may appeal in-person, orally, during a regularly scheduled board
179 meeting. Upon receiving the notice of appeal, the District Secretary will set the matter to
180 be heard at an upcoming Board meeting and mail the customer written notice of the time
181 and date of the hearing at least ten (10) days before the meeting. The customer will be
182 required to personally appear before the Board and present written or oral evidence or
183 reasons as to why the water charges on the bill in question are not accurate. The Board
184 shall evaluate the evidence presented by the customer, as well as the information on file
185 with the District concerning the water charges in question and render a decision as to the
186 accuracy of said charges. The decision of the Board shall be final.

187 **6. Alternative Payment Arrangements.**

188 6.1 Time to Request an Alternative Payment Arrangement. If a customer is
189 unable to pay a bill during the normal payment period, the customer may request an
190 extension or other alternative payment arrangement described in this Section 6. If a
191 customer submits a request within thirteen (13) days after mailing of the Late
192 Fee/Shutoff Notice by the District, the request will be reviewed by a manager of the
193 District. District decisions regarding extensions and other alternative payment
194 arrangements are final and are not subject to appeal to the District's Board of Directors.

195 6.2 Alternative Payment Schedule. If approved by the District, a customer may
196 pay the unpaid balance pursuant to an alternative payment schedule that will not exceed
197 twelve (12) months, or as determined by the District's General Manager or designee, in
198 their discretion. During the period of the alternative payment schedule, the customer
199 must remain current on all water service charges accruing during any subsequent billing
200 periods. The alternative payment schedule and amounts due will be set forth in writing
201 and provided to the customer for their required signature indicating agreement and
202 adherence to the schedule.

203 6.3 Failure to Comply. The customer must comply with the agreed upon
204 payment schedule and remain current as charges accrue in each subsequent billing
205 period. The customer may not request another payment schedule for any subsequent
206 unpaid charges while paying delinquent charges pursuant to a previously agreed upon
207 schedule. If the customer fails to comply with the terms of the agreed upon payment
208 schedule for a bill that is delinquent for sixty (60) days or more, the District may
209 discontinue water service to the customer's property. The District will post a final notice
210 of intent to disconnect service in a prominent and conspicuous location at the service
211 address at least five (5) business days before discontinuation of service. The final notice
212 will not entitle the customer to any investigation or review by the District.

213 6.4 Payment Reductions or Waivers. Reductions or waivers of water service
214 charges are not available at this time.

215 7. **Specific Programs for Low-Income Customers.**

216 7.1 Reconnection Fee Limits and Waiver of Interest. For residential customers
217 who demonstrate to the District a household income below 200 percent of the federal
218 poverty line, the District will:

219 (a) Limit any reconnection fees during normal operating hours to fifty
220 dollars (\$50), and during non-operational hours to one hundred
221 dollars (\$100). The limits will only apply if the District's reconnection
222 fees actually exceed these amounts. These limits are subject to an
223 annual adjustment for changes in the Bureau of Labor Statistics'
224 Consumer Price Index for All Urban Consumers (CPI-U) beginning
225 January 1, 2021.

226 (b) Waive interest charges on delinquent bills once every 12 months.
227 The District will apply the waiver to any interest charges that are
228 unpaid at the time of the customer's request.

229 7.2 Qualifications. The District will deem a residential customer to have a
230 household income below 200 percent of the federal poverty line if: (a) any member of the
231 household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal,
232 Supplemental Security Income/State Supplementary Payment Program, or California
233 Special Supplemental Nutrition Program for Women, Infants, and Children (Form 998-B),
234 or (b) the customer declares under penalty of perjury that the household's annual income
235 is less than 200 percent of the federal poverty level (Form 998-B2).

236 8. **Procedures for Occupants or Tenants to Become Customers of the District.**

237 8.1 Applicability. This Section 8 shall apply only when the property owner,
238 landlord, manager, or operator of a residential service address is listed as the customer
239 of record and has been issued a notice of intent to discontinue water service due to
240 nonpayment.

241 8.2 Agreement to District Terms and Conditions of Service. The District will
242 make service available to the occupants if each occupant agrees to the terms and
243 conditions of service and meets the requirements of the District's rules and regulations.
244 However, if at least one of the occupants is willing to assume responsibility for all
245 subsequent charges, or if there is a physical means of discontinuing service to those
246 occupants who do not meet the District's rules and requirements, then the District will
247 make service available to the occupants who do meet them.

248 8.3 Verification of Tenancy. To be eligible to become a customer without paying
249 the amount due on the delinquent account, the occupant shall verify that the delinquent
250 account customer of record is or was the landlord, manager, or agent of the dwelling.

EXHIBIT A

251 Verification may include, but is not limited to, a lease or rental agreement, rent receipts,
252 a government document indicating that the occupant is renting the property, or
253 information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the
254 District.

255 8.4 Methods of Establishing Credit. If prior service for a period of time is a
256 condition for establishing credit with the District, residence and proof of prompt payment
257 of rent for that period of time is a satisfactory equivalent.

258 9. **Language for Certain Written Notices**. All written notices under Section 4 and
259 Section 6 of this Policy shall be provided in English, Spanish, Chinese, Tagalog,
260 Vietnamese, Korean, and any other language spoken by ten percent (10%) or more
261 people within the District's retail service area.

262 10. **Other Remedies**. In addition to discontinuation of water service, the District may
263 pursue any other remedies available in law or equity for nonpayment of water service
264 charges, including, but not limited to: securing delinquent amounts by filing liens on real
265 property, filing a claim or legal action, or referring the unpaid amount to collections. In the
266 event a legal action is decided in favor of the District, the District shall be entitled to the
267 payment of all costs and expenses, including attorneys' fees and accumulated interest.

268 11. **Discontinuation of Water Service for Other Customer Violations**. The District
269 reserves the right to discontinue water service for any violations per District ordinances,
270 rules, or regulations other than nonpayment.

271 12. **Decisions by District Staff**. Any decision which may be taken by the District's
272 General Manager under this Policy may be taken by their designee.

273 13. **Annual Disconnections Notice**. Annually, the District shall post on its website,
274 www.rcsd.org, and notify the Board, the total number of discontinuations of residential
275 water service due to the inability to pay.

RESOLUTION 2023-907

A RESOLUTION OF THE BOARD OF DIRECTORS
OF RUBIDOUX COMMUNITY SERVICES
DISTRICT RESCINDING RESOLUTION NO.
2022-897 AND ADOPTING A REVISED POLICY
ON THE DISCONTINUATION OF RESIDENTIAL
WATER SERVICE DUE TO NON-PAYMENT

WHEREAS, Rubidoux Community Services District ("District") is an urban supplier of water to a population of over 36,000; and

WHEREAS, the District has adopted and revised, from time to time, Ordinances, Resolutions and Policies regarding water service and water users; and

WHEREAS, California Senate Bill 998 ("SB 998") was signed into law and sets forth new and expanded requirements that utilities must follow prior to discontinuing residential water service due to non-payment. SB 998 provides that public water systems that supply water to more than 200 service connections are required to have a written policy on discontinuation of water service to certain types of residences, due to non-payment, and to make such policies available to customers in prescribed languages; and

WHEREAS, SB 998 requires an urban water supplier, such as the District, to comply with the bill's provisions on and after February 1, 2020; and

WHEREAS, the Board adopted Resolution No. 2019-859 on December 19, 2019, establishing a written policy on the

discontinuation of residential water service due to non-payment;
and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, on April 2, 2020, Governor Gavin Newsom signed Executive Order N-42-20 suspending community water systems from discontinuing residential water service due to non-payment; and

WHEREAS, on June 11, 2021, Governor Gavin Newsom signed Executive Order N-08-21 suspending community water systems from discontinuing residential water service due to non-payment to expire September 30, 2021; and

WHEREAS, on September 23, 2021, Governor Gavin Newsom signed Senate Bill 155 extending the suspension of community water systems from discontinuing residential water service due to non-payment to December 31, 2021; and

WHEREAS, on January 1, 2022, the District may resume discontinuation activities of residential water service due to non-payment; and

WHEREAS, during the period of suspension of water shutoff activities, the District reviewed its policy on the discontinuation of residential water service due to non-payment and revised the policy to better align with already existing District practices while also remaining compliant with SB 998; and

WHEREAS, the Board of Directors on February 3, 2022 adopted Resolution No. 2022-884 amending and updating the District's written policy on the discontinuation of residential water service due to non-payment and rescinding Resolution No. 2019-859; and

WHEREAS, the Board of Directors on September 1, 2022 adopted Resolution No. 2022-897 amending and updating the District's written policy under Section 4.6 - Disconnection Deadline to provide further clarity regarding timing for payment of delinquent accounts in the written policy on the discontinuation of residential water service due to non-payment.

WHEREAS, the Board of Directors desire to eliminate the requirement under Section 4.4 Posting of Final Notice at Service Address of providing a copy of the written policy in English and Spanish with each red card.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rubidoux Community Services District as follows:

Section 1. Resolution No. 2022-897 is rescinded.

Section 2. The Board hereby adopts the revised Discontinuation Of Residential Water Service For Non-Payment Policy ("Policy") as set forth in Exhibit "A" and related attachments attached hereto and incorporated herein by reference. The Policy shall be included along with existing District Ordinances, Resolutions and Policies regarding water service and water users.

Section 3. This Resolution is adopted and shall go into

effect as of the date set forth below.

Section 4. To the extent the Policy conflicts with any provisions of existing Rubidoux Community Services District Ordinances, Resolutions or policies, the provisions of the Policy shall control.

Section 5. If any section, subsection, clause, or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

Section 6. All of the foregoing Recitals are true and correct and the Board so finds and determines. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

ADOPTED, this 3rd day of August, 2023.

BERNARD MUPRHY
President

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution 2023-907 adopted by the Board of Directors of

Rubidoux Community Services District at its regular meeting held August 3, 2023.

BRIAN R. LADDUSAW
Secretary-Manager

ATTACHMENT 3

1 **RUBIDOUX COMMUNITY SERVICES DISTRICT**
2 **DISCONTINUATION OF RESIDENTIAL**
3 **WATER SERVICE FOR NON-PAYMENT POLICY**

4 1. **Application of Policy.** This Discontinuation of Residential Water Service for Non-
5 Payment Policy (this “Policy”) shall apply to all District accounts for residential water
6 service, but shall not apply to any accounts for non-residential service. To the extent this
7 Policy conflicts with any provisions of the Rubidoux Community Services District’s
8 (“District”) existing Ordinances, Resolutions and Policies regarding water service and
9 water users, this Policy shall control.

10 2. **Contact Information.** For questions or assistance regarding a water bill, the
11 District’s Customer Service staff can be reached at (951) 684-7580. Customers may also
12 visit the District’s Customer Service desk in person Monday through Friday from 8:00 a.m.
13 to 5:00 p.m., except on District holidays.

14 3. **Billing Procedures.** Water service charges are payable to the District once every
15 month. All bills for water service are due and payable upon receipt and shall be
16 considered delinquent if not paid within ten (10) days from the bill date.

17 4. **Discontinuation of Water Service for Nonpayment.** If a bill is delinquent for at
18 least sixty (60) days, the District may discontinue water service to the service address.

19 4.1 Written Notice to Customer. The District will provide a written notice to the
20 customer of record, referred to as the Late Fee/Shutoff Notice, at least fifteen (15) days
21 before discontinuation of water service. The notice shall contain:

- 22 (a) the name and address of the customer;
- 23 (b) the amount of the delinquency;
- 24 (c) the date by which payment or payment arrangements must be made
25 to avoid discontinuation of service;
- 26 (d) a description of the procedure by which the customer may request
27 an alternative payment arrangement, which may include an
28 extension, amortization, deferred, alternative payment schedule, or
29 payment reduction;
- 30 (e) a description of the procedure to petition for bill review and appeal;
31 and

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32 (f) the telephone number where the customer may request a payment
33 arrangement or receive additional information from the District.

34 4.2 Written Notice to Occupants or Tenants.

35 (a) If the District furnishes individually metered service to a single-family
36 dwelling, multi-unit residential structure, mobile home park, or farm labor camp, and the
37 property owner or manager is the customer of record, or if the customer of record's mailing
38 address is not the same as the service address, the District will also send a notice to the
39 occupants living at the service address at least fifteen (15) days before discontinuation of
40 water service. The notice will be addressed to "Occupant," will contain the information
41 required in Section 4.1 above, and will also inform the residential occupants that they
42 have the right to become customers of the District without being required to pay the
43 amount due on the delinquent account. Terms and conditions for occupants to become
44 customers of the District are provided in Section 8 below.

45 (b) If the District furnishes water to residences through a master meter,
46 the District will make a good faith effort, at least fifteen (15) days prior to termination, to
47 notify the residential occupants that the account is in arrears and the service will be
48 terminated on a date specified in the notice. The District will provide notice by either:
49 (i) mailing the notice to each residential unit; (ii) posting the notice on the door of each
50 residential unit, (iii) if providing notice to each unit is impracticable or infeasible, posting
51 two (2) copies of the notice in each accessible common area and at each point of access
52 to the structure or structures; or (iv) making some other good faith, reasonable effort to
53 provide written notice to the occupants. The notice will be addressed to "Occupant," will
54 contain the information required in Section 4.1 above, and will inform the residential
55 occupants that they have the right to become customers of the District without being
56 required to pay the amount due on the delinquent account. Terms and conditions for
57 occupants to become customers of the District are provided in Section 8 below.

58 4.3 Telephonic Notice. The District may also contact the customer named on
59 the account by telephone and offer to provide in writing to the customer a copy of this
60 Policy in addition to providing the same information as noted in Section 4.1(b)-(f).

61 4.4 Posting of Final Notice at Service Address. If payment has not been
62 received after receipt of the Late Fee/Shutoff Notice, or the Late Fee/Shutoff Notice was
63 returned through the mail as undeliverable, the District will visit the residence and leave,
64 or make other arrangements for placement in a conspicuous place, a red Final Shut Off
65 Notice, at least five (5) days before discontinuation of service. The red Final Shut Off
66 Notice will include a QR Code directing customers to the District's website to view this
67 policy in the six (6) different languages referenced in Section 9 herein. Should the
68 customer need the policy in writing in their preferred language, one can be provided

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69 upon request by contacting the customer service staff. The red Final Shut Off Notice
70 shall include:

- 71 (a) the name and address of the customer;
- 72 (b) the amount of the delinquency;
- 73 (c) the date by which payment must be made to avoid discontinuation of
74 service; and
- 75 (d) the telephone number where the customer may make their payment
76 or receive additional information from the District.

77 4.5 Late Fee. A Late Fee, as specified in District Ordinance No. 104, shall be
78 assessed and added to the outstanding balance on the customer's account if the
79 amount owing on that account is not paid before the initial written notice of disconnection
80 is generated. This fee is charged to recover a portion of the cost associated with
81 preparation and delivery of the notice.

82 4.6 Disconnection Deadline. Payment for water service charges must be
83 received in the District offices no later than the regular close of business time on the
84 date specified in the notice of disconnection. Postmarks are not acceptable.

85 4.7 Circumstances Under Which Service Will Not Be Discontinued. The District
86 will not discontinue residential water service for nonpayment under the following
87 circumstances:

- 88 (a) During an investigation by the District of a customer dispute or
89 complaint under Sections 5.1 and 5.2 below;
- 90 (b) During the pendency of an appeal to the District's Board of Directors
91 under Section 5.3 below; or
- 92 (c) During the period of time in which a customer's payment is subject
93 to a District-approved alternative payment arrangement under
94 Section 6 below, and the customer remains in compliance with the
95 approved payment arrangement.

96 4.8 Special Medical and Financial Circumstances Under Which
97 Services Will Not Be Discontinued.

- 98 (a) The District will not discontinue water service if all of the following
99 conditions are met:

EXHIBIT A

- 100 (i) The customer, or a tenant of the customer, submits to the
101 District the certification of a licensed primary care provider that
102 discontinuation of water service will be life threatening to, or
103 pose a serious threat to the health and safety of, a resident of
104 the premises where residential service is provided (must
105 complete Form 998-A);
- 106 (ii) The customer demonstrates that he or she is financially
107 unable to pay for residential water service within the District's
108 normal billing cycle per the qualifications in Section 7.2 below
109 (must complete Form 998-B or 998-B2); and
- 110 (iii) The customer is willing to enter into an alternative payment
111 arrangement as described in Section 6 below, with respect to
112 the delinquent charges. The District's General Manager or
113 designee will select the most appropriate payment
114 arrangement, taking into consideration the information and
115 documentation provided by the customer (must complete
116 Form 998-C).
- 117 (b) The customer is responsible for demonstrating that the conditions in
118 subsection (a) have been met. Upon receipt of documentation from
119 the customer, which must be provided to the District at least forty-
120 eight (48) hours prior to the disconnection date, the District will
121 review the documentation within seven (7) days and: (1) will not
122 discontinue water service during this review period; (2) will notify the
123 customer of the alternative payment arrangement selected by the
124 District and request that the customer sign the agreement to
125 participate in the alternative arrangement (Form 998-C); (3) may
126 request additional information from the customer; or (4) notify the
127 customer that he or she does not meet the conditions in subsection
128 (a). The District reserves the right to extend the customer's
129 documentation submission period at the District's discretion.
- 130 (c) The District may discontinue water service if a customer who has
131 been granted an alternative payment arrangement under this section
132 fails to do any of the following for sixty (60) days or more: (a) to pay
133 any amount due under an alternative payment arrangement; or (b)
134 to pay current charges of subsequent bills for water service. The
135 District will post a final notice of intent to disconnect service in a
136 prominent and conspicuous location at the service address at least
137 five (5) business days before discontinuation of service. The final

EXHIBIT A

138 notice will not entitle the customer to any investigation or review by
139 the District.

140 4.9 Time of Discontinuation of Service. The District will not discontinue water
141 service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during
142 which the District's office is not open to the public.

143 4.10 Restoration of Service. Customers whose water service has been
144 discontinued may contact the District by telephone or in person regarding restoration of
145 service. Restoration shall be subject to payment of: (a) any past-due amounts, including
146 applicable interest or penalties; (b) a reconnection fee of \$50.00 during normal operating
147 hours and \$100.00 during non-operating hours, with an annual adjustment for changes
148 in the Bureau of Labor Statistics' Consumer Price Index for all Urban Consumers
149 (CPI-U) beginning January 1, 2021, subject to the limitations in Section 7.1, if
150 applicable; (c) and a security deposit, if required by the District. Payment must be made
151 in cash or credit card. Check payments will not be accepted.

152 **5. Procedures to Contest or Appeal a Bill.**

153 5.1 Time to Initiate Complaint or Request an Investigation. A customer may
154 initiate a complaint or request an investigation regarding the amount of a bill no later
155 than five (5) days after receiving the Late Fee/Shutoff Notice.

156 5.2 Review by District. A timely complaint or request for investigation shall be
157 reviewed by a manager of the District, who shall provide a written determination to the
158 customer within ten (10) business days of receipt. The review will include consideration
159 of whether the customer may receive an alternative payment arrangement as described
160 in Section 6 below.

161 5.3 Appeal Hearing. Any customer whose timely complaint or request for an
162 investigation pursuant to this Section 5 has resulted in an adverse determination by the
163 District may appeal the determination. A written notice of appeal must be received by the
164 District within ten (10) business days of the District's mailing of its determination.
165 Following receipt of a request for an appeal or review, a hearing date shall be promptly
166 set before the General Manager, or their designee (the "Hearing Officer") within five (5)
167 business days. After evaluation of the evidence provided by the customer and the
168 information on file with the District concerning the water charges in question, the Hearing
169 Officer shall render a decision as to the accuracy of the water charges set forth on the bill
170 and shall provide the appealing customer with a brief written summary of the decision.

171 5.4 Appeal to Board of Directors. Any customer whose timely appeal hearing
172 pursuant to this Section 5 has resulted in an adverse determination by the Hearing Officer
173 may appeal the determination to the Board of Directors by filing a written notice of appeal

174 with the District Secretary within ten (10) business days of the District's mailing of its
175 determination, or may appeal in-person, orally, during a regularly scheduled board
176 meeting. Upon receiving the notice of appeal, the District Secretary will set the matter to
177 be heard at an upcoming Board meeting and mail the customer written notice of the time
178 and date of the hearing at least ten (10) days before the meeting. The customer will be
179 required to personally appear before the Board and present written or oral evidence or
180 reasons as to why the water charges on the bill in question are not accurate. The Board
181 shall evaluate the evidence presented by the customer, as well as the information on file
182 with the District concerning the water charges in question and render a decision as to the
183 accuracy of said charges. The decision of the Board shall be final.

184 **6. Alternative Payment Arrangements.**

185 6.1 Time to Request an Alternative Payment Arrangement. If a customer is
186 unable to pay a bill during the normal payment period, the customer may request an
187 extension or other alternative payment arrangement described in this Section 6. If a
188 customer submits a request within thirteen (13) days after mailing of the Late
189 Fee/Shutoff Notice by the District, the request will be reviewed by a manager of the
190 District. District decisions regarding extensions and other alternative payment
191 arrangements are final and are not subject to appeal to the District's Board of Directors.

192 6.2 Alternative Payment Schedule. If approved by the District, a customer may
193 pay the unpaid balance pursuant to an alternative payment schedule that will not exceed
194 twelve (12) months, or as determined by the District's General Manager or designee, in
195 their discretion. During the period of the alternative payment schedule, the customer
196 must remain current on all water service charges accruing during any subsequent billing
197 periods. The alternative payment schedule and amounts due will be set forth in writing
198 and provided to the customer for their required signature indicating agreement and
199 adherence to the schedule.

200 6.3 Failure to Comply. The customer must comply with the agreed upon
201 payment schedule and remain current as charges accrue in each subsequent billing
202 period. The customer may not request another payment schedule for any subsequent
203 unpaid charges while paying delinquent charges pursuant to a previously agreed upon
204 schedule. If the customer fails to comply with the terms of the agreed upon payment
205 schedule for a bill that is delinquent for sixty (60) days or more, the District may
206 discontinue water service to the customer's property. The District will post a final notice
207 of intent to disconnect service in a prominent and conspicuous location at the service
208 address at least five (5) business days before discontinuation of service. The final notice
209 will not entitle the customer to any investigation or review by the District.

210 6.4 Payment Reductions or Waivers. Reductions or waivers of water service
211 charges are not available at this time.

EXHIBIT A

212 7. **Specific Programs for Low-Income Customers.**

213 7.1 Reconnection Fee Limits and Waiver of Interest. For residential customers
214 who demonstrate to the District a household income below 200 percent of the federal
215 poverty line, the District will:

216 (a) Limit any reconnection fees during normal operating hours to fifty
217 dollars (\$50), and during non-operational hours to one hundred
218 dollars (\$100). The limits will only apply if the District's reconnection
219 fees actually exceed these amounts. These limits are subject to an
220 annual adjustment for changes in the Bureau of Labor Statistics'
221 Consumer Price Index for All Urban Consumers (CPI-U) beginning
222 January 1, 2021.

223 (b) Waive interest charges on delinquent bills once every 12 months.
224 The District will apply the waiver to any interest charges that are
225 unpaid at the time of the customer's request.

226 7.2 Qualifications. The District will deem a residential customer to have a
227 household income below 200 percent of the federal poverty line if: (a) any member of the
228 household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal,
229 Supplemental Security Income/State Supplementary Payment Program, or California
230 Special Supplemental Nutrition Program for Women, Infants, and Children (Form 998-B),
231 or (b) the customer declares under penalty of perjury that the household's annual income
232 is less than 200 percent of the federal poverty level (Form 998-B2).

233 8. **Procedures for Occupants or Tenants to Become Customers of the District.**

234 8.1 Applicability. This Section 8 shall apply only when the property owner,
235 landlord, manager, or operator of a residential service address is listed as the customer
236 of record and has been issued a notice of intent to discontinue water service due to
237 nonpayment.

238 8.2 Agreement to District Terms and Conditions of Service. The District will
239 make service available to the occupants if each occupant agrees to the terms and
240 conditions of service and meets the requirements of the District's rules and regulations.
241 However, if at least one of the occupants is willing to assume responsibility for all
242 subsequent charges, or if there is a physical means of discontinuing service to those
243 occupants who do not meet the District's rules and requirements, then the District will
244 make service available to the occupants who do meet them.

245 8.3 Verification of Tenancy. To be eligible to become a customer without paying
246 the amount due on the delinquent account, the occupant shall verify that the delinquent
247 account customer of record is or was the landlord, manager, or agent of the dwelling.

EXHIBIT A

248 Verification may include, but is not limited to, a lease or rental agreement, rent receipts,
249 a government document indicating that the occupant is renting the property, or
250 information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the
251 District.

252 8.4 Methods of Establishing Credit. If prior service for a period of time is a
253 condition for establishing credit with the District, residence and proof of prompt payment
254 of rent for that period of time is a satisfactory equivalent.

255 9. **Language for Certain Written Notices**. All written notices under Section 4 and
256 Section 6 of this Policy shall be provided in English, Spanish, Chinese, Tagalog,
257 Vietnamese, Korean, and any other language spoken by ten percent (10%) or more
258 people within the District's retail service area.

259 10. **Other Remedies**. In addition to discontinuation of water service, the District may
260 pursue any other remedies available in law or equity for nonpayment of water service
261 charges, including, but not limited to: securing delinquent amounts by filing liens on real
262 property, filing a claim or legal action, or referring the unpaid amount to collections. In the
263 event a legal action is decided in favor of the District, the District shall be entitled to the
264 payment of all costs and expenses, including attorneys' fees and accumulated interest.

265 11. **Discontinuation of Water Service for Other Customer Violations**. The District
266 reserves the right to discontinue water service for any violations per District ordinances,
267 rules, or regulations other than nonpayment.

268 12. **Decisions by District Staff**. Any decision which may be taken by the District's
269 General Manager under this Policy may be taken by their designee.

270 13. **Annual Disconnections Notice**. Annually, the District shall post on its website,
271 www.rcsd.org, and notify the Board, the total number of discontinuations of residential
272 water service due to the inability to pay.

12. PUBLIC HEARING – Second Reading and Adoption of Ordinance No. 2023-134, An Ordinance of the Rubidoux Community Services District Authorizing the Adjustment of Certain Monthly User Charges for the Collection, Treatment, and Disposal of Wastewater: DM 2023-74

Rubidoux Community Services District

Board of Directors

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



General Manager

Brian R. Laddusaw

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

DIRECTORS MEMORANDUM 2023-74

August 3, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: **PUBLIC HEARING** – Second Reading and Adoption of Ordinance No. 2023-134, An Ordinance of the Rubidoux Community Services District Authorizing the Adjustment of Certain Monthly User Charges for the Collection, Treatment, and Disposal of Wastewater

BACKGROUND:

On July 6, 2023, at the regularly scheduled Rubidoux Community Services District (“District”) Board of Director’s (“Board”) meeting, the Board directed staff to prepare draft Ordinance No. 2023-134 and schedule its introduction (First Reading) for July 20, 2023. The proposed Ordinance will adjust certain monthly charges for the collection, treatment, and disposal of wastewater. The proposed adjustment is based on the fully noticed year one (1) rate of the 5-year defensible rate plan adopted by the Board on December 15, 2022.

The proposed adjustment will have varying effects on the District’s customers depending on customer classification. For instance, all single family and multi-family residential customers will notice a slight decrease in their monthly sewer rate with this adjustment, going from \$29.92 to \$29.55, a \$.37 per month reduction. Additionally, non-residential customers (commercial, industrial, institutional) will be assessed a monthly fixed and variable charge for their wastewater bill. The variable charge begins on units 8+ of water consumption. The basis behind the charge for water consumption as a component of the wastewater rate is due to the significant demand water consumption has on the District’s wastewater collection system. Non-residential customers who contribute more to the capacity of the District’s collection system and require more treatment at the City of Riverside (“Riverside”) Wastewater Treatment Plant will now pay more under the new rate model.

The proposed adjustments to the wastewater enterprise are necessary to cover current operating costs while also enabling the District to fund major maintenance and asset replacement and work towards achieving its minimum level undesignated reserve balance. Additionally, the District will need to have wastewater monies ready and

available should the District be required to contribute capital costs to Riverside for their Wastewater Treatment Plant upgrades.

During the First Reading of draft Ordinance No. 2023-134 on July 20, 2023, no Board members provided alterations or comments as it pertained to draft Ordinance No. 2023-134. At the conclusion of the First Reading, the Board directed staff to schedule a Public Hearing and Final Reading (Second Reading) of draft Ordinance No. 2023-134 at the August 3, 2023, regularly scheduled Board meeting.

This afternoon's Public Hearing for Ordinance No. 2023-134 was posted at the District's office, on the District's website, and noticed in the Press-Enterprise no less than 10 days prior to today.

As of the writing of this Memorandum, District staff received no comments, oral or written, from members of the public as it pertains to draft Ordinance No. 2023-134.

At the conclusion of this afternoon's Public Hearing and Final Reading, District staff recommend the Board consider adoption of Ordinance No. 2023-134. The Ordinance will have an effective date no earlier than thirty (30) days from today or September 3, 2023.

RECOMMENDATION:

The General Manager recommends the Board of Directors consider the following:

1. Adopt Ordinance No. 2023-134 with an effective date of September 3, 2023.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attach:

1. Draft Ordinance No. 2023-134
2. Notice of Public Hearing
3. Press-Enterprise Newspaper Publication Confirmation

ORDINANCE NO. 2023-134

**AN ORDINANCE OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS SETTING CERTAIN MONTHLY USER CHARGES
FOR THE COLLECTION, TREATMENT, AND DISPOSAL OF WASTEWATER**

WHEREAS, the Rubidoux Community Services District owns and operates gravity sewer pipelines and force mains, sewer lift stations and pump stations, and conveys its wastewater to the City of Riverside for treatment; and,

WHEREAS, the Rubidoux Community Services District has wastewater Capacity Rights (Capacity Rights) in the City of Riverside's Regional Wastewater Treatment Plant totaling 3.055 million gallons a day (MGD) of primary, secondary and advance wastewater treatment capacity; and,

WHEREAS, pursuant to the agreement entitled "Agreement for Regional Advanced Wastewater Treatment between the City of Riverside, Jurupa Community Services District, Rubidoux Community Services District and Western Municipal Water District, dated December 1, 1976, and "Agreement for Regional Primary and Secondary Wastewater Treatment Between the City of Riverside, Jurupa Community Services District, Rubidoux Community Services district and Western Municipal Water District", dated May 4, 1978, (the Regional Agreements), stipulate that the parties shall pay for the operation and maintenance costs of wastewater delivered to the regional plant; and,

WHEREAS, the Regional Advisory Committee (RAC) annually reviews and adopts the City of Riverside's Regional Wastewater operation and maintenance costs, and for Fiscal Year 2022|2023 the actual treatment costs are expected to be approximately \$25,106,000.00 and costs are projected to increase for Fiscal Year 2023|2024; and,

WHEREAS, Government Code Section 61,000, et seq., stipulates that Community Services Districts may charge an operating fee reflecting the actual cost of providing certain services, including among other things wastewater treatment, conveyance, and disposal costs; and,

WHEREAS, in May 2019 the Board of Directors adopted a 5-year rate plan allowing for adjustments to the District’s monthly wastewater rates beginning July 1, 2019, with allowable increases every July 1 through 2023; and,

WHEREAS, in 2022 the Rubidoux Community Services District conducted a Comprehensive Cost of Services Study (COSS) to determine if the District’s 2019 rate plan was sufficient to meet current and future operational costs, system improvements, and to adequately fund reserves target levels; and,

WHEREAS, the Board of Directors determined the District’s current rate plan is not adequate to meet the District’s future financial obligations and approved a new 5-year cost-of-service rate plan; and,

WHEREAS, the Board desires to adopt a new 5-year rate plan which eliminates multiple billings components and cash restrictions and instead provides for rate income to pay for projected operating and capital costs based on budgetary needs for the year; and,

WHEREAS, pursuant to Proposition No. 218, the Rubidoux Community Services District Board of Directors at their October 20, 2022, regular meeting authorized a special mailing of a “Notice of Hearing and Right to Protest” sent to all affected property owners and tenants providing an opportunity to protest against adjustments to the District’s monthly wastewater charges; and,

WHEREAS, at their December 15, 2022, regular meeting the Rubidoux Community Services District Board of Directors noticed, called, and conducted a Public Hearing for said charges pursuant to Proposition No. 218; and,

WHEREAS, subsequent to the Public Hearing, a majority protest did not exist, which requires 50% plus 1 protests of affected parcels for the rates to not be considered by the Board and “not take effect”; and,

WHEREAS, on December 15, 2022, the Board considered and adopted the new 5-year rate plan commencing July 1, 2023, with allowable increases every July 1 through 2027; and,

WHEREAS, during preparation of the District’s Fiscal Year 2023|2024 wastewater operating and capital fund budgets, the Board determined rates must be adjusted to the fully noticed year one (1) rates of the new 5-year rate plan; and,

WHEREAS, the Board of Directors directed staff to prepare Ordinance No. 2023-134 and set a Public Hearing for August 3, 2023, on such proposed wastewater charges.

NOW THEREFORE BE IT ORDAINED AS FOLLOWS:

1. That the foregoing recitals are true and correct.
2. The Notice of Public Hearing and Protest Vote were compliant to the Requirements of Proposition No. 218.

3. Residential and non-residential customers including each additional dwelling unit (DU) will be billed a monthly fixed charge of \$29.55 for the collection, treatment, and disposal of their wastewater as identified in Exhibit “A”.
4. Non-residential customers will be billed a monthly variable charge of \$2.38 per unit for water consumption over 7 units as identified in Exhibit “A”.
5. The District will eliminate separate billing components for its wastewater rate including the restriction of cash for the District’s Wastewater Replacement Fund.
6. Ordinance No. 2023-134 shall supersede Ordinance No. 2022-131 in its entirety and the above assessments shall take effect September 3, 2023.

INTRODUCED on the 20th day, July 2023, **ADOPTED AND APPROVED** on the 3rd day, August 2023, upon the following roll call vote:

AYES:

AWAY:

NOES:

ABSENT:

ABSTENTIONS:

Bernard Murphy, President
Rubidoux Community Services District

(SEAL)

ATTEST:

Brian R. Laddusaw, General Manager-Secretary
Rubidoux Community Services District

APPROVED TO FORM AND CONTENT:

John R. Harper, District General Counsel

**RUBIDOUX COMMUNITY SERVICES DISTRICT
WASTEWATER
MONTHLY RATES
EFFECTIVE SEPTEMBER 3, 2023
ORDINANCE NO. 2023-134
EXHIBIT "A"**

Customer Class	Existing (Effective July 2022)	Proposed (Effective September 2023)
<u>Fixed Charges (\$/month)</u>		
Residential	\$29.92	\$29.55
Non-Residential (water meter size)		
5/8"	\$29.92	\$29.55
3/4"	\$35.06	\$29.55
1"	\$58.54	\$29.55
1 1/2"	\$116.74	\$29.55
2"	\$186.86	\$29.55
3"	\$350.59	\$29.55
4"	\$584.43	\$29.55
6"	\$1,168.51	\$29.55
<u>Additional Dwelling Unit (DU) Charge (\$/DU/month)</u>		
All Customers	\$29.92	\$29.55
<u>Variable Rates (\$/HCF*)</u>		
Non-Residential**	\$0.00	\$2.38

* 1 HCF is 100 cubic feet, or 748 gallons of water.

** Variable Rates for Non-Residential customers are charged per HCF of water consumed over 7 HCF.

Rubidoux Community Services District

Board of Directors

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

General Manager

Brian R. Laddusaw



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

NOTICE OF PUBLIC HEARING

OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR THE ADOPTION OF ORDINANCE NO. 2023-134, AN ORDINANCE SETTING CERTAIN MONTHLY USER CHARGES FOR THE COLLECTION, TREATMENT, AND DISPOSAL OF WASTEWATER

Notice is hereby given that the Board of Directors of the Rubidoux Community Services District (District) will conduct a Public Hearing on Thursday, August 3, 2023, at 4:00 PM, during the regular meeting of the Board of Directors. Subject Public Hearing shall be conducted at 3590 Rubidoux Blvd., Jurupa Valley, CA 92509, at the above time and date.

The purpose of the Public Hearing is for receiving comments (oral and written), as they pertain to draft Ordinance 2023-134 which authorizes the Board of Directors to set certain monthly user charges for the collection, treatment, and disposal of wastewater.

A draft copy of Ordinance 2023-134 is available for download at the District's website www.rcsd.org. The draft Ordinance may also be viewed at the District office lobby.

You may also request a copy by calling the District office during normal business hours, M-F, from 8am to 5pm at 951-684-7580, and one will be mailed at no charge.

BRIAN R. LADDUSAW
General Manager

July 20, 2023

THE PRESS-ENTERPRISE

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

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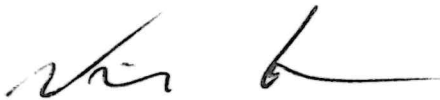
Ad Desc.: Ord. No. 2023-134 /

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

07/20/2023

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

Date: July 20, 2023
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

RUBIDOUX COMM SERV DIST
3590 RUBIDOUX BLVD
RIVERSIDE, CA 92509

Ad Number: 0011614067-01

P.O. Number:

Ad Copy:

NOTICE OF PUBLIC HEARING OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR THE ADOPTION OF ORDINANCE NO. 2023-134, AN ORDINANCE SETTING CERTAIN MONTHLY USER CHARGES FOR THE COLLECTION, TREATMENT, AND DISPOSAL OF WASTEWATER

Notice is hereby given that the Board of Directors of the Rubidoux Community Services District (District) will conduct a Public Hearing on Thursday, August 3, 2023, at 4:00 PM, during the regular meeting of the Board of Directors. Subject Public Hearing shall be conducted at 3590 Rubidoux Blvd., Jurupa Valley, CA 92509, at the above time and date.

The purpose of the Public Hearing is for receiving comments (oral and written), as they pertain to draft Ordinance 2023-134 which authorizes the Board of Directors to set certain monthly user charges for the collection, treatment, and disposal of wastewater.

A draft copy of Ordinance 2023-134 is available for download at the District's website www.rcsd.org. The draft Ordinance may also be viewed at the District office lobby.

You may also request a copy by calling the District office during normal business hours, M-F, from 8am to 5pm at 951-684-7580, and one will be mailed at no charge.

BRIAN R. LADDUSAW
General Manager

July 20, 2023
Press-Enterprise
Published: 7/20/23

13. PUBLIC HEARING – Second Reading and Adoption of Ordinance No. 2023-135, An Ordinance of the Rubidoux Community Services District Authorizing the Adjustment of Certain Water Rates for the Delivery of Potable Water to Residential, Commercial, and Industrial Customers: DM 2023-75

Rubidoux Community Services District

Board of Directors

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



General Manager

Brian R. Laddusaw

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

DIRECTORS MEMORANDUM 2023-75

August 3, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: **PUBLIC HEARING** – Second Reading and Adoption of Ordinance No. 2023-135, An Ordinance of the Rubidoux Community Services District Authorizing the Adjustment of Certain Water Rates for the Delivery of Potable Water to Residential, Commercial, and Industrial Customers

BACKGROUND:

On July 6, 2023, at the regularly scheduled Rubidoux Community Services District (“District”) Board of Director’s (“Board”) meeting, the Board directed staff to prepare draft Ordinance No. 2023-135 and schedule its introduction (First Reading) for July 20, 2023. The proposed Ordinance adjusts certain monthly charges for the delivery of potable water to residential, commercial, and industrial customers. The proposed adjustment is based on the fully noticed year one (1) rate of the 5-year defensible rate plan adopted by the Board on December 15, 2022.

The proposed adjustment will have varying effects on the District’s customers depending on customer classification. For instance, a residential customer with a ¾” meter would see an increase in their fixed charge while a residential customer with a 2” meter would see a decrease in their fixed charge. Also, residential and non-residential customers will now have the same fixed charge by meter size. Non-residential customers will no longer be paying a higher fixed charge for a ¾” meter than a residential customer with the same ¾” meter. Further, residential and non-residential customers will pay a lesser charge for each additional dwelling unit serviced by the same meter.

The proposed rate adjustment will also condense the existing variable rate tiers. Tiers will be reduced as follows: single-family residential customers will move from five (5) tiers to three (3), multi-family residential from 5 tiers to two (2), and non-residential from 5 tiers to one (1) uniform rate. The reduction of the tiers aligns with the methodology established during the District’s Comprehensive Cost of Services Study (“COSS”). For

example, the breakpoints shown for residential customers equate to the winter average, summer average, and excessive usage as determined from the District's historical consumption data. A full listing of the proposed fixed and variable charges is included as Exhibit "A" to Ordinance No. 2023-135.

The proposed adjustments to the water enterprise are necessary to cover current operating costs to continue providing high quality and reliable potable water for the health, welfare, and safety of the community and residents. Further, the proposed adjustments will enable the District to fund major maintenance and asset replacement and work towards achieving its target level undesignated reserve balance.

During the First Reading of draft Ordinance No. 2023-135 on July 20, 2023, no Board members provided alterations or comments as it pertained to draft Ordinance No. 2023-135. At the conclusion of the First Reading, the Board directed staff to schedule a Public Hearing and Final Reading (Second Reading) of draft Ordinance No. 2023-135 at the August 3, 2023, regularly scheduled Board meeting.

This afternoon's Public Hearing for Ordinance No. 2023-135 was posted at the District's office, on the District's website, and noticed in the Press-Enterprise no less than 10 days prior to today.

As of the writing of this Memorandum, District staff received no comments, oral or written, from members of the public as it pertains to draft Ordinance No. 2023-135.

At the conclusion of this afternoon's Public Hearing and Final Reading, District staff recommend the Board consider adoption of Ordinance No. 2023-135. The Ordinance will have an effective date no earlier than thirty (30) days from today or September 3, 2023.

RECOMMENDATION:

The General Manager recommends the Board of Directors consider the following:

1. Adopt Ordinance No. 2023-135 with an effective date of September 3, 2023.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attach:

1. Draft Ordinance No. 2023-135
2. Notice of Public Hearing
3. Press-Enterprise Newspaper Publication Confirmation

ORDINANCE NO. 2023-135

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT AMENDING AND SETTING CERTAIN USER CHARGES FOR THE DELIVERY OF POTABLE WATER TO RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS

WHEREAS, the Rubidoux Community Services District (District) is empowered to provide a reliable potable source of water for the health, welfare and safety of the community and its residents; and,

WHEREAS, new and on-going treatment requirements, energy costs, treatment media, water quality monitoring, infrastructure maintenance and replacement, disinfection requirements, exterior and interior reservoir coatings, and personnel costs have increased and consequently add to the production, treatment, and delivery costs of providing potable water to District residents and customers; and,

WHEREAS, recently enacted State Water Resources Control Board water quality requirements will result in significant additional capital improvement, infrastructure, and treatment operating costs by the District, including additional operating costs associated with new PFAS treatment improvements; and,

WHEREAS, in May 2019 the Board of Directors adopted a 5-year rate plan allowing for adjustments to the District's monthly potable water rates beginning July 1, 2019, with allowable increases every July 1 through 2023; and,

WHEREAS, in 2022 the Rubidoux Community Services District conducted a Comprehensive Cost of Services Study (COSS) to determine if the District's 2019 rate plan was sufficient to meet current and future operational costs, system improvements, and to adequately fund reserves target levels; and,

WHEREAS, Government Code Section 61000 et seq., a community services district must charge for the actual cost of providing certain services or improvements,

including among other things potable water, pumping facilities, reservoir structures, pipeline conveyance, energy charges, personnel costs, treatment facilities, debt and other operational and maintenance costs associated with but not limited to the extraction, storage, delivery, transmission, and treatment of potable water; and,

WHEREAS, to ensure the District has a safe and significant ground water source of potable water for present and future customers and residents, the Board of Directors determined the District's current rate plan is not adequate to meet the District's future financial obligations and approved a new 5-year cost-of-service rate plan; and,

WHEREAS, the Board desires to adopt a new 5-year rate plan which eliminates multiple billings components and cash restrictions and instead provides for rate income to pay for projected operating and capital costs based on budgetary needs for the year; and,

WHEREAS, pursuant to Proposition No. 218, the Rubidoux Community Services District Board of Directors at their October 20, 2022, regular meeting authorized a special mailing of a "Notice of Hearing and Right to Protest" sent to all affected property owners and tenants providing an opportunity to protest against adjustments to the District's monthly potable water charges; and,

WHEREAS, at their December 15, 2022, regular meeting the Rubidoux Community Services District Board of Directors noticed, called, and conducted a Public Hearing for said charges pursuant to Proposition No. 218; and,

WHEREAS, subsequent to the Public Hearing, a majority protest did not exist, which requires 50% plus 1 of affected parcels for the rates to not be considered by the Board and "not take effect"; and,

WHEREAS, on December 15, 2022, the Board considered and adopted the new 5-year rate plan commencing July 1, 2023, with allowable increases every July 1 through 2027; and,

WHEREAS, during preparation of the District’s Fiscal Year 2023|2024 water operating and capital fund budgets, the Board determined rates must be adjusted to the fully noticed year one (1) rates of the new 5-year rate plan; and,

WHEREAS, the Board of Directors directed staff to prepare Ordinance No. 2023-135 and set a Public Hearing for August 3, 2023, on such proposed potable water charges.

NOW THEREFORE BE IT ORDAINED AS FOLLOWS:

1. That the Foregoing recitals are true and correct.
2. The Notice of Public Hearing and Protest Vote were compliant to the Requirements of Proposition No. 218.
3. The potable water charges for residential, commercial, and industrial users are more specifically outlined in Exhibit “A” and made a part of this Ordinance.
4. The District will eliminate separate billing components for its water rate including the restriction of cash for the District’s Water Replacement Fund, Water Certificates of Participation Fund, and Field/Administrative Building Fund.
5. Ordinance No. 2023-135 shall supersede Ordinance No. 2022-132 in its entirety and the above assessments shall take effect September 3, 2023.

INTRODUCED on the 20th day, July 2023, **ADOPTED AND APPROVED** on the 3rd day, August 2023, upon the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Bernard Murphy, President
Rubidoux Community Services District

(SEAL)

ATTEST:

Brian R. Laddusaw, General Manager-Secretary
Rubidoux Community Services District

APPROVED TO FORM AND CONTENT:

John R. Harper, District General Counsel

**RUBIDOUX COMMUNITY SERVICES DISTRICT
POTABLE WATER
MONTHLY RATES
EFFECTIVE SEPTEMBER 3, 2023
ORDINANCE NO. 2023-135
EXHIBIT "A"**

Customer Class	Existing (Effective July 2022)	Proposed (Effective September 2023)
<u>Fixed Charges (\$/month)</u>		
Residential (meter size)		
5/8"	\$28.62	\$34.33
3/4"	\$37.17	\$39.97
1"	\$52.70	\$51.24
1 1/2"	\$79.88	\$79.41
2"	\$118.73	\$113.22
Non-Residential (meter size)		
5/8"	\$32.31	\$34.33
3/4"	\$43.54	\$39.97
1"	\$63.61	\$51.24
1 1/2"	\$95.26	\$79.41
2"	\$143.12	\$113.22
3"	\$209.81	\$220.29
4"	\$299.73	\$378.07
6"	\$644.01	\$755.61
<u>Additional Dwelling Unit (DU) Charge (\$/DU/month)</u>		
Residential	\$28.62	\$23.06
Non-Residential	\$28.62	\$23.06

**RUBIDOUX COMMUNITY SERVICES DISTRICT
POTABLE WATER
MONTHLY RATES
EFFECTIVE SEPTEMBER 3, 2023
ORDINANCE NO. 2023-135
EXHIBIT "A"**

Existing	Proposed
Customer Class (Effective July 2022)	Customer Class (Effective September 2023)
<u>Variable Rates (\$/HCF*)</u>	<u>Variable Rates (\$/HCF*)</u>
Single-Family Residential	Single-Family Residential
Tier 1 (0 - 5) \$1.23	Tier 1 (0 - 13) \$2.37
Tier 2 (6 - 12) \$1.88	Tier 2 (14 - 24) \$2.41
Tier 3 (13 - 20) \$2.30	Tier 3 (25+) \$2.60
Tier 4 (21 - 29) \$2.72	
Tier 5 (30+) \$3.39	
Multi-Family Residential	Multi-Family Residential
Tier 1 (0 - 5) \$1.23	Tier 1 (0 - 8) \$2.39
Tier 2 (6 - 12) \$1.88	Tier 2 (9+) \$2.45
Tier 3 (13 - 20) \$2.30	
Tier 4 (21 - 29) \$2.72	
Tier 5 (30+) \$3.39	
Non-Residential	Non-Residential
Tier 1 (0 - 5) \$1.25	Tier 1 (Uniform) \$2.42
Tier 2 (6 - 12) \$1.89	
Tier 3 (13 - 20) \$2.31	
Tier 4 (21 - 29) \$2.74	
Tier 5 (30+) \$3.40	

* 1 HCF is 100 cubic feet, or 748 gallons of water.

Rubidoux Community Services District

Board of Directors

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

General Manager

Brian R. Laddusaw



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

NOTICE OF PUBLIC HEARING

OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR THE ADOPTION OF ORDINANCE NO. 2023-135, AN ORDINANCE SETTING CERTAIN USER CHARGES FOR THE DELIVERY OF POTABLE WATER TO RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS

Notice is hereby given that the Board of Directors of the Rubidoux Community Services District (District) will conduct a Public Hearing on Thursday, August 3, 2023, at 4:00 PM, during the regular meeting of the Board of Directors. Subject Public Hearing shall be conducted at 3590 Rubidoux Blvd., Jurupa Valley, CA 92509, at the above time and date.

The purpose of the Public Hearing is for receiving comments (oral and written), as they pertain to draft Ordinance 2023-135 which authorizes the Board of Directors to set certain user charges for the delivery of potable water to residential, commercial, and industrial customers.

A draft copy of Ordinance 2023-135 is available for download at the District's website www.rcsd.org. The draft Ordinance may also be viewed at the District office lobby.

You may also request a copy by calling the District office during normal business hours, M-F, from 8am to 5pm at 951-684-7580, and one will be mailed at no charge.

BRIAN R. LADDUSAW
General Manager

July 20, 2023

THE PRESS-ENTERPRISE

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

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

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: Ord. No. 2023-135 /

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

07/20/2023

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

Date: July 20, 2023
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

RUBIDOUX COMM SERV DIST
3590 RUBIDOUX BLVD
RIVERSIDE, CA 92509

Ad Number: 0011614066-01

P.O. Number:

Ad Copy:

NOTICE OF PUBLIC HEARING OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR THE ADOPTION OF ORDINANCE NO. 2023-135, AN ORDINANCE SETTING CERTAIN USER CHARGES FOR THE DELIVERY OF POTABLE WATER TO RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS

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You may also request a copy by calling the District office during normal business hours, M-F, from 8am to 5pm at 951-684-7580, and one will be mailed at no charge.

BRIAN R. LADDUSAW
General Manager

July 20, 2023
Press-Enterprise
Published: 7/20/23

14. Consider Ratification of a Task Order for Professional Services for District Wide Reservoir Corrective Action Plan with Harper and Associates Engineers: DM 2023-76

Rubidoux Community Services District

Board of Directors

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



General Manager

Brian R. Laddusaw

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

DIRECTORS MEMORANDUM 2023-76

August 3, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Ratification of a Task Order for Professional Services for District Wide Reservoir Corrective Action Plan with Harper and Associates Engineers

BACKGROUND:

The Rubidoux Community Services District (“District”) operates a water pumping, transmission, and distribution system. This system consists of wells and pumps which feed treatment plants that in turn feed the water transmission and distribution system. The water transmission system is divided into zones at varying elevations, namely the 1066-foot pressure zone (“1066PZ”) and the 1238-foot pressure zone (“1238PZ”). The 1066PZ and 1238PZ are also sometimes referred to as the Atkinson and Hunter pressure zone, respectively. Each of these pressure zones (“PZ’s”) has two gravity water storage reservoirs, commonly called tanks. The term “Pressure Zone” refers to the elevation above sea level at which the water in the gravity storage tanks is maintained. The higher 1238PZ is additionally fed by booster pumps, one located on Mission Blvd and the other located on Goldenwest Avenue. The reason the District is split into separate pressure zones is because the pressure in the system is provided by the weight of the water in the gravity storage tank and the weight of water only in the 1238’ elevation would create excessive pressure in the lower areas of the District such as Loring Ranch. Additionally, there is a small hydropneumatic pressure zone, the 1258-foot pressure zone or Ridgeline PZ, consisting of a pressurized vessel (as opposed to a gravity reservoir) fed via pumps off the 1238PZ.

The District currently has four water storage reservoirs in use of varying age and condition. Two of these reservoirs are in the 1066PZ and two are in the 1238PZ. In 2019, the District hired Harper and Associates Engineers to perform condition assessments of the District’s four water storage reservoirs.

Around this same time, the Division of Drinking Water (“DDW”) issued new regulations requiring the District to treat and remove PFAS contaminants from the potable water delivered to its customers. As the Board of Directors (“Board”) board is aware, all six of the District’s wells pumped for potable supplies contained PFAS

contaminants. To comply with the new DDW regulations, the District's options were limited and included only: 1) remove well from the distribution system; 2) if the well must stay in service for supply needs, the District must notify each customer in writing of the potential adverse health effects and publish a notice in the newspaper; and 3) implement treatment or obtain other sources of water to ensure all water delivered to customers is compliant with the DDW quality standards. During this time, the District was 100% reliant on groundwater for potable supplies so removing wells from service was not a viable option. Further, notifying customers of potential adverse health risks in water was an undesirable option due to the impact it would have on public trust of a community water system. Thus, the District implemented treatment solutions to remove the contaminants in the groundwater. The District spent considerable time, effort, and money, around \$5.5 million in infrastructure costs alone, mitigating PFAS in its groundwater to continue providing safe and reliable drinking water to its customers. Overlapping with the PFAS contaminant compliance, the District dealt with a global pandemic caused by the outbreak of Covid-19. These two occurrences which transversed over multiple years, have slowed District progress in dealing with the condition of its storage reservoirs, some of which are over 50 years old and either nearing or exceeding their expected useful life.

This was discussed at length with the Board in a recent Board meeting. It was also brought to the forefront by the DDW's June 29, 2023 Sanitary Survey wherein the DDW has a requirement the District provide to the DDW a Corrective Action Plan ("CAP") outlining the District's plans for dealing with deficiencies identified in its reservoirs in the 2019 Harper and Associates Engineering Reservoir Condition Assessments. This CAP is due to DDW on or before August 31, 2023. Although it's a requirement of DDW, this CAP is much needed to guide the District in the rehabilitation or replacement of its aging water storage reservoirs.

Staff contacted three consultants to assist with the preparation of the CAP. Proposals were obtained from Webb and Associates ("Webb"), Krieger and Stewart Engineers ("K&S") and Harper and Associates Engineers ("HAE").

Webb is the author of the District's Water and Wastewater Master Plans and knowledgeable of the District's water system. Their proposal is for \$19,301. K&S performs consulting for the District in preparation of designs for new pipelines, wells and treatment facilities. Their proposal is for \$16,900. HAE prepared the condition assessment in 2019 and specializes in storage reservoir design, construction and rehabilitation. Their proposal is for \$12,060.

All three consultants are qualified to perform this work, and each has knowledge of the District's water transmission and distribution system. Since HAE has the lowest cost proposal and is well skilled in the construction and rehabilitation of reservoirs, staff engaged HAE to perform this much needed CAP. Since this CAP must be submitted to the DDW by August 31, 2023, staff issued a Task Order to HAE to begin this work. Staff brought this to the attention of the Board at the July 20, 2023 Board meeting and no objection was made at that time.

The District has funds available in its Fiscal Year 2023|2024 Water Replacement Fund Budget at Line Item #5 in the amount of \$150,000 specifically for this work. Harper and Associates Engineers proposal of \$12,060 for preparation of the District Wide Reservoir Corrective Action Plan is well below the amount in the District's Budget for this effort. Once the work is completed by HAE, it is expected additional budgeted monies will be appropriated at a future Board meeting to implement the Corrective Action Plan.

RECOMMENDATION:

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

1. Ratify the Task Order issued to Harper and Associates Engineers in the amount of \$12,060 for preparation of the District Wide Reservoir Corrective Action Plan utilizing funds in the District's Fiscal Year 2023|2024 Water Replacement Fund Budget Line Item #5.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attach:

1. Proposals from each consultant
2. Previous Condition Assessments prepared by Harper and Associates
3. Sanitary Survey issued by the Division of Drinking Water to the District



July 20, 2023

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

RE: Proposal for Engineering Services for the Rubidoux Community Services Tank Condition Assessment Action Plan

Dear Mr. Beckwith:

Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for Engineering Services related to the Tank Condition Assessment and Action Plan project. In February 2020 on behalf of Rubidoux Community Services District (RCSD), Harper and Associates Engineering, Inc. completed condition assessments of RCSD's existing four water storage tanks, Atkinson, Tony Perone, Hunter 1 and Watson. The condition assessments recommended various improvements and maintenance items to be performed as part of routine maintenance of welded steel water storage tanks. In May 2022, Albert A. Webb Associates completed the 2022 Water Master Plan which concluded that the Hunter 1 tank should be replaced instead of repaired / retrofitted. The master plan also proposed additional tanks; the Hunter 2 tank in the 1238 pressure zone; and the 20th Street tank and the Goldenwest Tank in the 1066 pressure zone to meet ultimate build-out requirements. The master plan also proposed the addition of the Rio Vista 1360 and 1440 tanks which would be required only for a specific project, if and when that project is developed. Costs for the proposed improvements have been listed in each report however construction costs have increased dramatically in the last few years, and any estimates need to be updated based on the ENR index and other information as it is available.

RCSD desires to develop an action plan for implementing the recommendations in the condition assessment reports. Webb strongly believes that the development of the action plan should consider both the condition assessment of existing facilities, maintenance of the most critical storage assets and timing of the proposed master planned storage facilities to come up with the most cost effective approach to address the potable water storage needs of RCSD. We intend to develop three separate drafts based on different criteria; 1 - addressing the worst case conditions first, 2 - addressing the most critical storage assets first and 3 - a blend of new master plan construction and repairs of the most critical existing storage assets.

The scope of work is as follows:

- Hold a kick-off meeting with RCSD Staff to confirm the approach and critical success factors for the project.
- Review Condition Assessment Reports for the existing tanks.
- Review master planned storage facilities.
- Prepare three action plans each based on a different criteria as noted above.
- Update cost estimates and schedule for each action plan based on ENR index.

- Hold a workshop with RCSD staff to receive input and direction on the proposed action plans.
- Hold a workshop with RCSD Board of Directors outlining the preferred action plan and associated implementation costs.
- Finalize the selected action plan for submittal to DDW by August 31.
- Address DDW comments (one round) and finalize the action plan.

The total amount requested for these services is **\$19,301**, not to be exceeded without prior authorization.

If you find this proposal acceptable, please notify our office so a contract agreement can be prepared. We appreciate this opportunity to be of service to your firm and look forward to hearing from you. If you have any questions regarding this proposal, please contact us at 951-686-1070.

Sincerely,



Bradley Sackett, P.E.
Senior Engineer



Bruce Davis, P.E.
Senior Vice President



Tank Condition Assessment Action Plan
 Rubidoux Community Services District

Item	Description	Bruce Davis Principal II	Bradley Sackett Principal II	Kristopher Danielson Principal I	Chandler Drachslin Assistant V	David Algranti Principal II	Lexi Hinkley Project Coordinator	Total Hours	Expenses	Total/task ¹
	Billout Rate	\$ 302	\$ 302	\$ 287	\$ 189	\$ 302	\$ 135			
	Task 1 - Action Plan Development		11	11	18	7	7	54	\$ -	\$ 12,940
	1.1 Review Data		1	4		2		7	\$ -	\$ 2,054
	1.2 Prepare Draft Actions Plans (3)		3	3	8	3	3	20	\$ -	\$ 4,590
	1.3 Update Cost Estimates and Schedules		1	1	4			6	\$ -	\$ 1,345
	1.4 Finalize selected action plan		4	2	4	2	2	14	\$ -	\$ 3,412
	1.5 Address comments		2	1	2		2	7	\$ -	\$ 1,539
	Task 2 - Project Management and Meetings	2	11	4	3		5	25	\$ 45	\$ 6,361
	2.1 Kick off Meeting	1	1	1			1	4	\$ 15	\$ 1,041
	2.2 Staff Workshop		3	3			1	7	\$ 15	\$ 1,917
	2.3 Board Workshop		3		3		1	7	\$ 15	\$ 1,623
	2.4 Project Management/Coordination	1	4				2	7	\$ -	\$ 1,780
	Total	2	22	15	21	7	12	79	\$ 45	\$ 19,301

1. Rounded to the nearest \$1.



July 20, 2023

000-161.60.1A

Ted Beckwith, Director of Engineering
Rubidoux Community Services District
3590 Rubidoux Boulevard
Jurupa Valley, CA 92509

Via Email to tbeckwith@rcsd.org

Subject: Sanitary Survey Tank Corrective Action Plan
Engineering Services Proposal

Dear Mr. Beckwith:

We appreciate the opportunity to submit our proposal to provide engineering services for the Sanitary Survey Tank Corrective Action Plan (Action Plan). We understand that the District is required to submit a corrective action plan by August 31, 2023 addressing all critical issues identified in the February 2020, Harper & Associates, Inc tank evaluation reports (Harper Reports). From discussions with the District, we understand that the District would like to address all recommendations within the Harper Reports (both critical and less critical). For this project, critical issues are those pertaining to safety (Cal-OSHA), water quality, structural, and seismic sloshing, and less critical concerns are those pertaining to aesthetics or other items.

SCOPE OF SERVICES

We have organized our Scope of Services as follows:

1. Meetings and Correspondence
2. Action Plan
3. Board Presentation

Engineering services proposed for the above tasks are discussed in the following paragraphs.

1. Meetings and Correspondence

We will participate in meetings and correspondence with District staff to review project status and to discuss the Action Plan as required. For our proposal, we have estimated 10 hours (2 hours per week with a project duration of 5 weeks).

2. Action Plan

We will create an Action Plan for the District addressing all issues identified in the Harper Reports, prioritizing the most critical items first. The Action Plan will also include an evaluation of system



Ted Beckwith
July 20, 2023
Page 2

service pressure and reduction of storage resulting from reducing the high water level (where recommended in Harper Reports).

Additionally, we will prepare a preliminary schedule and budget to assist the District with future capital improvement planning.

Preparation of the action plan will consist of the following:

1. Categorization

a. We will organize the recommendations set forth in the Harper Report into a tabulation and categorize them by safety (meet current Cal OSHA), water quality, structural, seismic and capacity, and other (less critical), including potential subcategories as listed below:

- i. Safety (Cal-OSHA)
 - 1) Handrails
 - 2) Hatches
- ii. Water Quality
 - 1) Interior Coating
 - 2) Corrosion
- iii. Structural
 - 1) Rafters
 - 2) Roof
 - 3) Tie Rods
- iv. Seismic and Capacity
 - 1) Sloshing
 - 2) High Water Level Adjustments
 - 3) Reduction of Storage
- v. Other (less critical) concerns.
 - 1) Exterior Coating
 - 2) Cathodic Protection

2. Evaluation

a. Service Pressure

- i. We will evaluate system response of taking each tank out of service (while repair work is completed) in order to identify if temporary onsite storage should be provided during construction.



Ted Beckwith
July 20, 2023
Page 3

b. Reduction of Storage

- i. We will evaluate the effects of reducing system storage, which will result from lowering the high water levels as recommended in the Harper Reports. Namely, reduced storage will decrease the amount of water available for fire protection and/or emergency circumstances. This information will influence planning activities by the District to regain said storage (e.g. construction of tanks).

3. Prioritization

- a. We will prioritize the recommendations set forth in the Harper Reports to determine when items should be completed (giving careful consideration to impact to customers and District Operations staff, and capability of system to remove tank from service).
- b. Special consideration will be made to coating operations (i.e. completion after welding and heat treatment activities that cause damage to interior and exterior coatings).
- c. Where tank replacement is considered in the Harper Reports (due to structural rafter, tie rod, or roof deterioration), we will review consideration for retrofit of existing structural components to extend the useful life of the tank.

4. Budget Analysis

- a. We will review the costs specified in the Harper Reports and prepare an anticipated capital improvement budget for District's use in fiscal year budget allocations.

3. Board Presentation

Upon completion of the Action Plan, we will prepare a slideshow presentation to the Board of Directors explaining the items of concern from the Harper Reports, our process to prepare the Action Plan, and recommendations of the Action Plan. Where applicable, our presentation will also include a discussion of alternatives evaluated (i.e. retrofit of existing tanks to address structural concerns when appropriate).

ESTIMATED FEE

Our estimated fee for engineering services to prepare the Sanitary Survey Tank Corrective Action Plan is \$16,900, as shown in **Table 1** attached. Our fee estimates are based on the rates in our **2023 Fee Schedule**, also attached.



Ted Beckwith
July 20, 2023
Page 4

Again, we appreciate the opportunity to submit our proposal. If you have any questions or require additional information, please call.

Sincerely,

KRIEGER & STEWART, INCORPORATED


Jaclyn Makarzec

JBM/blt
000-161P60-ENGSVCSPRO

Attachments: Table 1 – Estimated Fees for Engineering Services
2023 Fee Schedule

cc: Yvonne Reyes, RCSD (yreyes@rcsd.org)
Miguel Valdez, RCSD (mvaldez@rcsd.org)

**TABLE 1
RUBIDOUX COMMUNITY SERVICES DISTRICT
SANITARY SURVEY TANK CORRECTIVE ACTION PLAN
ESTIMATED FEES FOR ENGINEERING SERVICES**

TASK	PRINCIPAL ENGINEER ⁽¹⁾		ASSOCIATE ENGINEER ⁽²⁾		STAFF ENGINEER ⁽³⁾		SUPPORT SERVICES ⁽⁴⁾		TOTAL
	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	\$
1. MEETINGS AND CORRESPONDENCE	2	540	8	1,688					2,228
2. ACTION PLAN	4	1,080	32	6,752	26	3,926	8	1,024	12,782
3. BOARD PRESENTATION	2	540	4	844			4	512	1,896
TOTAL:	8	2,160	44	9,284	26	3,926	12	1,536	16,906
CONSTRUCTION SUPPORT SERVICES TOTAL (ROUNDED):									16,900
BILLING RATES (2023 FEE SCHEDULE)									
⁽¹⁾ PRINCIPAL ENGINEER	@	\$270 /Hr							
⁽²⁾ ASSOCIATE ENGINEER II	@	\$211 /Hr							
⁽³⁾ STAFF ENGINEER I	@	\$151 /Hr							
⁽⁴⁾ STAFF TECHNICIAN III	@	\$128 /Hr							





KRIEGER & STEWART, INCORPORATED
FEE SCHEDULE
2023

CLASSIFICATION	RATES \$/Hr.
Consulting, Design, Construction, Engineering, Environmental, Commissioning, and Surveying Services (Office)	
Principal	270.00
Senior III	255.00
Senior II	241.00
Senior I	225.00
Associate III	217.00
Associate II	211.00
Associate I	204.00
Staff III	196.00
Staff II	173.00
Staff I	151.00
Computer Aided Design Services	
Operator III	173.00
Operator II	164.00
Operator I	154.00
Surveying Services (Field)	
2 Man Crew with Standard Equipment and Survey Truck	313.00
1 Man Crew with Standard Equipment and Survey Truck	242.00
3rd Man on Crew	145.00
Construction Services (Field)	
Construction Engineer	217.00
Electrical Inspector	192.00
Construction Inspector:	
Regular Time	152.00
Overtime:	
Weekdays (8 hours to 12 hours)	181.00
Weekdays (More than 12 hours)	218.00
Saturday (12 hours or less)	181.00
Saturday (More than 12 hours)	218.00
Sunday and Holiday (Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	218.00
Support Services	
Staff Technician III	128.00
Staff Technician II	122.00
Staff Technician I	117.00
Utility Clerk III	92.00
Utility Clerk II	85.00
Utility Clerk I	84.00



KRIEGER & STEWART, INCORPORATED
FEE SCHEDULE
2023
 (continued)

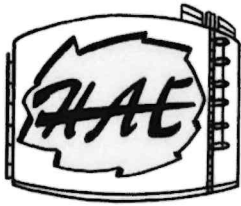
CLASSIFICATION	RATES \$/Hr.
Outside Services	
Special Consultants and Purchased Services	Cost + 15%
Reimbursable Expenses	
Vehicle Mileage	0.72 /Mile
Travel and Subsistence, including Air Fare, Ground Fare, and Vehicle Parking	Cost
Specialized Rental Equipment	Cost
Copies, Delivery, Postage, Prints, Telephone, and Sundry Charges	Cost

The above rates are subject to change on or about January 1 each year due to salary and cost increases, except for Construction Inspector and Survey Crew rates which are also subject to change if California Department of Industrial Relations issues new prevailing wage determinations during the course of the year. A gasoline surcharge may be included in response to increased prices; no such surcharge will be included on project invoices without prior notification.

TERMS OF PAYMENT:

Unless charge accommodations have been established beforehand, all accounts shall be prepaid. For accounts having charge accommodations, payment in full shall be made within 30 days of date of invoice. Any amount unpaid within said 30 days will be assessed a service charge of 1-1/2% per month (18% annual percentage rate), with a minimum charge of 1.00. Accounts with a past due balance of 30 days or more are subject, without notice, to credit discontinuance and mechanic's lien or stop notice. If it becomes necessary for Krieger & Stewart to initiate legal proceedings for the collection of any balance due, the action shall be brought and tried in the Judicial Districts wherein Krieger & Stewart offices are located. Client agrees that the court may award reasonable attorney's fees and costs of suit to the prevailing party.

2023-FEES (10/25/2022)



HARPER & ASSOCIATES ENGINEERING, INC.

CONSULTING ENGINEERS

1240 E. Ontario Ave., Ste. 102-312 Corona, CA 92881-8671

Phone (951) 372-9196 Fax (951) 372-9198

www.harpereng.com

PROPOSAL TO

RUBIDOUX COMMUNITY SERVICES DISTRICT

FOR

ENGINEERING CONSULTING SERVICES FOR

PREPARATION OF A CORRECTIVE ACTION PLAN

FOR FOUR WELDED STEEL WATER RESERVOIRS

I. PROJECT APPROACH

Harper & Associates Engineering, Inc. (HAE) is a corrosion and reservoir structural consulting engineering firm, operating since 1979. HAE would be considered a small business, but the decision was made in the beginning to be a small firm that specializes in corrosion and reservoir structural engineering services for water storage reservoirs and water and wastewater facilities. By specializing in this unique field of engineering, HAE has developed a comprehensive understanding of this field of engineering and the needs within the industry. The desire was to provide our clients in the water industry with exceptional knowledge, high quality workmanship, and personalized service in all projects. The fact that HAE has successfully specialized in this unique field for over 40 years speaks well of the firm's reputation in the industry, integrity, financial stability, and resources.

As a firm that specializes in services for water storage reservoirs, we provide turnkey projects for our clients from the initial evaluation and detailed report to preparation of comprehensive technical specifications and plans, bid documents, and customized bidding and construction assistance, and finish the project with quality control inspection. This allows HAE to develop a detailed understanding of an agency's reservoirs, their procedures, and expectations for their facilities. HAE recognizes an agency's desire to preserve their facilities and minimize long-term maintenance.

HAE believes that developing and maintaining a detailed corrective action plan with a reservoir prioritization and maintenance schedule is vital for agencies to guarantee their reservoirs are maintained regularly and provide the maximum useful life for the coating and paint. Due to our many decades of experience, HAE has a unique understanding of what causes coatings and paint to fail prematurely and the areas within the reservoir that are most affected by structural related corrosion damage. Our knowledge and experience will enable HAE to prepare detailed corrective action plans which will include updated cost estimates and a schedule that will maximize the useful life of each reservoir.

Based on our years of experience, we believe a welded steel reservoir can easily exceed the 100-year life expectancy standard used within the industry. We have evaluated reservoirs and designed projects for reservoirs that are over 80 years old with little or no corrosion related structural damage and when the agencies have them recoated it will easily extend the life of the reservoirs another 20 to 25 years. If proper maintenance and recoating are accomplished, we believe the industry cannot limit the useful life expectancy of a welded steel reservoir.

- The primary goal in the corrective action plan is to take care of any deficiencies identified in the California Water Boards report dated June 29, 2023, that have not already been taken care of to date.
- We understand the primary criterion for long-term life of a reservoir is the condition of the coating on the roof and structural members. Surfaces above the waterline cannot be protected by the cathodic protection system. The primary concern for the roof and structural members is the corrosion damage that can be done to the structural members. If severe corrosion is allowed to develop in this area, it can be very costly to repair or replace rafters, bolt connections, gusset plates, or center support plates.
- Since installing cathodic protection systems within the reservoirs can be used to protect the surfaces below the waterline, this area becomes a secondary concern for corrosion damage, as the system will prevent corrosion on the immersed surfaces from either developing or progressing further.
- The exterior paint system is secondary to the interior coating, as corrosion develops at a much slower rate. As the interior roof is the primary criterion for long-term life of a reservoir, the exterior roof is the primary criterion for the exterior paint system. Although corrosion develops slower on the exterior, there are factors that can accelerate the corrosion rate on the roof of reservoirs. Ponding water and debris from trees adjacent to the reservoir tend to be the primary issue.
- Although the condition of the coating and potential structural damage should be the governing criterion for rehabilitation, unfortunately the agency's budget constraints and ability to take a reservoir out of service for rehabilitation can become an overriding reason for some reservoir. Therefore, HAE will factor these constraints into the action plan and schedule.
- Other options that can be taken into consideration and HAE has done for other agencies is to accomplish the safety upgrades for the reservoirs that have coatings in fair to good condition before they are scheduled for rehabilitation.
- Once all the factors are considered and the cost estimates are update based on HAE's cost information from recently bid reservoir rehabilitation projects, there may be a recommendation to replace one or more of the reservoirs with a new reservoir.

HAE's vast experience in preparation of detailed corrective action plans for rehabilitation and design of new reservoirs has enabled us to develop cost-effective solutions for reservoir projects. There are usually several ways to accomplish the same objective and it is reasonable and wise to choose the most cost-effective method. Many agencies have used

our engineering services exclusively for to prepare detailed action plans for their reservoirs and specifications and plans for their rehabilitation and new reservoir projects for many decades, including Coachella Valley Water District, Western Municipal Water District and Rowland Water District. HAE offers an exceptional opportunity for the District to take advantage of our years of experience. The primary assurance is the fact that all work will be done by highly qualified and experienced engineers with an outstanding array of technical talent and expertise and who are uniquely familiar with the rehabilitation of water reservoirs.

II. RESERVOIR DESCRIPTIONS

- A. The welded steel water storage reservoirs are located on a District-owned sites in Rubidoux, California and are designated as follows:

Reservoir	Size	Dimensions	Last Inspection
Hunter 1	0.4 MG	42.5 ft. Dia. x 40 ft. Ht.	2007
Atkinson	2.0 MG	90 ft. Dia. x 37 ft. Ht.	2001
Watson	3.0 MG	116 ft. Dia. x 40 ft. Ht.	1992
Perrone	1.0 MG	73 ft. Dia. x 32 ft. Ht.	2009

III. SCOPE OF WORK

- A. Review of any existing records for each reservoir, including record drawings, specifications, HAE reports, reservoir data, etc.
- B. Meet with the District to review the California Water Boards report dated June 29, 2023 and the HAE comprehensive reports for all four reservoirs prepared in 2020 to understand the District operational, budget, and schedule constraints.
- C. Accomplish site visits of the reservoirs as needed to verify current conditions noted in HAE’s 2020 reports.
- D. HAE will evaluate the condition of each reservoir and develop the corrective action plan and spreadsheet for all four reservoirs with realistic cost estimates for all required work, including coating, painting, seismic, safety, and structural repairs and cathodic protection system. The spreadsheet will be used to prepare the schedule for rehabilitation of the tanks with budgetary cost estimates. All cost estimates will be prepared based on our current projects, as HAE prepares bid documents for numerous tank rehabilitation projects each year that include interior coating, exterior painting, seismic, structural and safety upgrades, and cathodic protection systems.
- E. Meet with District staff to discuss the corrective action plan, spreadsheet, schedule, and budgetary cost estimates and accomplish revisions of the action plan based on District’s comments.
- F. Once the corrective action plan is finalized, HAE will prepare a presentation for presentation to the Board of Directors. HAE will attend the Board meeting to review the corrective action plan, explain the parameters used for preparation of the plan and answer any and all questions.

IV. SCHEDULE

- A. Work noted above would commence at a mutually agreed time upon execution of a written agreement and receipt of a Notice to Proceed.

V. DISTRICT RESPONSIBILITIES

- A. The District shall provide the following items, personnel and/or services to be utilized in connection with this work.
 - 1. The District shall make available to the Consultant reasonable and timely staff input for purposes of conference discussion, reviewing submissions from the Consultant, providing information and/or suggestions relating to the work in a manner such that the Consultant may meet the project completion schedule.
 - 2. The District will provide payment on monthly progress estimates to the Consultant based upon work accomplished during the previous month or portion thereof.

VI. WORK PRODUCT

- A. The District designee shall at all times have access to the work product of the Consultant while it is under preparation or in progress. Upon completion of the project, all drawings, documents, and notes shall become property of the District, including all sketches and correspondence.

VII. DESIGNATED REPRESENTATIVES

- A. Project shall be under direct control of Ms. Krista Harper, P.E., to whom all questions may be directed. It is understood the District's representative will be Mr. Ted Beckwith, who will provide the interface between the District's Staff and Consultant.

VIII. COST ESTIMATE

- A. Based on the previously noted Scope of Work, the cost for performing services would not exceed \$12,060.

Project Manager	36 hours @ \$195/hr.	=	\$7,020
Project Engineer	20 hours @ \$180/hr.	=	\$3,600
Engineer Technician	12 hours @ \$120/hr.	=	\$1,440

VII. INSURANCE COVERAGES

- A. Consultant will provide and maintain in full force and effect, while operating under an agreement with District, a comprehensive liability insurance policy which shall include bodily injury, and property damage coverage of \$4,000,000 combined single limit, automobile liability insurance with limits of \$2,000,000, worker's compensation insurance with limits of coverage as prescribed by law, and an Errors and Omissions professional liability policy with a minimum limit of coverage of \$2,000,000. The above noted insurance coverages are currently in force with Consultant.

VIII. INDEMNITY

- A. District shall hold Harper & Associates Engineering, Inc., harmless from any and all liability to perform beyond the exact confines of the services offered in this proposal.

IX. ACCEPTANCE OF PROPOSAL

- A. The cost estimate, terms and conditions of this proposal are valid for sixty days from receipt of proposal. Acceptance shall be deemed valid upon receipt by Harper & Associates Engineering, Inc. of the original proposal executed by the District's authorized representative within noted time frame. Acceptance will be in whatever form is routinely used by District.

X. CONFIDENTIALITY OF PROPOSAL

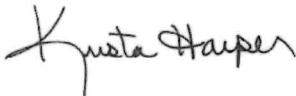
- A. The content of this proposal and any conversations with Consultant regarding this proposal are considered to be confidential and is not for publication, discussion or knowledge of any person or persons who are not employees of District.

XI. TERMINATION OF AGREEMENT

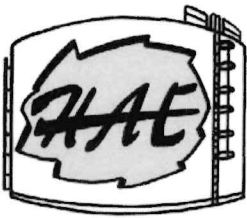
- A. District may terminate this agreement at any time prior to the completion of the services to be furnished by Harper & Associates Engineering, Inc., by giving a written notice of termination to Harper & Associates Engineering, Inc., in which event District shall only pay Harper & Associates Engineering, Inc., as provided herein for work done prior to receipt of such notice of termination, plus the necessary and reasonable cost of termination (not to exceed \$500.00).
- B. In the event District terminates this agreement, Harper & Associates Engineering, Inc., shall furnish District a copy of all work effort and product in progress to the date of termination.

Respectfully submitted,

HARPER & ASSOCIATES ENGINEERING, INC.



Krista Harper
Vice President



HARPER & ASSOCIATES ENGINEERING, INC.

CONSULTING ENGINEERS

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Phone (951) 372-9196 Fax (951) 372-9198

www.harpereng.com

GENERAL REPORT

PROJECT: Corrosion and Seismic/Structural/Safety Engineering Evaluation of Four Welded Steel Water Storage Tanks

STRUCTURE: 2.0 MG Welded Steel Water Storage Tank (Atkinson Tank)

OWNER: Rubidoux Community Services District

LOCATION: Riverside, California

REPORT BY: Krista Harper, Project Manager

DATE: February 2020

I. SUMMARY

- A. This report is filed in response to a request by Rubidoux Community Services District for seismic, structural, safety, and corrosion evaluation of a welded steel water storage tank. A corrosion investigation was accomplished by HAE simultaneously with the seismic and structural investigation, and both are detailed within the integrated report.
- B. This comprehensive report consists of four sections: the first containing general information; the second, the corrosion evaluation; the third, the structural engineer's evaluation of the structure; the fourth, construction of the tank. This integrated report will enable the District to fully comprehend the condition of this structure and assist in future preparation of specifications and plans for the rehabilitation of the tank.
- C. Work accomplished by this Consultant included field investigation and assimilation of field and file data to render a seismic, structural, and corrosion evaluation of the tank. The Summary of Costs included at the end of this report breaks down the costs for the required safety modifications, recommended structural modifications, coating and painting costs, and optional items, as well as provides a comparison for rehabilitation verses total replacement of the tank.
- D. Although this tank requires substantial structural and safety upgrades to meet the AWWA D100-11 Standard and Cal/OSHA Regulations, the cost to rehabilitate the tank is still less than the cost to replace the tank. The District has the option to weld straps to the lower 18 feet of the shell or increase the freeboard to 12 feet to reduce the overstressed shell due to the hydrostatic and hydrodynamic loads. However, if the freeboard is increased to 12 feet, the capacity of the tank would be reduced from 2.0 MG to 1.76 MG.

II. CONSTRUCTION DETAILS AND OBSERVATIONS

- A. Investigation of the tank for structural and seismic information was accomplished at the same time as the investigation of the tank for corrosion information. The method of investigation is noted in the Corrosion Report.
- B. Construction and structural details and observations are listed in the attached Construction Details section of this report. Details and observations were prepared from the field investigation.

III. OBSERVATIONS AND CONCLUSIONS FOR TANK EVALUATION

- A. Observations and conclusions regarding the seismic and structural evaluation for this tank are contained in the Seismic Analysis section of this report.
- B. Observations and conclusions regarding the corrosion evaluation are contained in the Corrosion Report section of this report.
- C. Observations and conclusions regarding the safety, health, and code items are contained in the Corrosion Report section of this report.

IV. RECOMMENDATIONS

- A. Recommendations for work to be accomplished for seismic and structural upgrading of the structure are contained in the Seismic Analysis section of this integrated report. The following is a summary of the recommended structural modifications.
 - 1. To meet the freeboard requirement outlined in AWWA D100, the overflow weir intake must be lowered to 31 feet to provide a 5.89-foot freeboard. However, the shell is overstressed due to the hydrostatic and hydrodynamic loads, so the operation level should be lowered to 25 feet to meet the current code requirements. If the District cannot reduce the operating level to 25 feet, the lower 18 feet of the shell will need to be reinforced with steel straps welded to the shell.
 - 2. Due to the severe corrosion on the rafters, which reduces the strength, it may be necessary to replace the rafters.
 - 3. The severely corroded lateral straps should be removed, and lateral bracing should be installed at the midspan of all rafters to improve performance and rafter stability.
 - 4. Flexible couplings should be added to the existing inlet and outlet piping.
 - 5. A new concrete foundation and mechanical anchors should be installed to prevent uplift of the tank.
- B. Recommendations for coating and painting to be accomplished for corrosion protection of the structure and structural repair work required as a result of corrosion damage are contained in detail in the Corrosion Report section of this integrated report. The following is a summary of the recommended coating and painting work.

1. Exterior Surfaces

- a. The paint system is in overall good condition and does not require repainting at this time. However, the paint system exhibits numerous defects and is near the end of its useful service life. Therefore, when the interior is recoated, HAE recommends all exterior surfaces be abrasively blast cleaned to Near White Metal (SSPC-SP10) and painted with an epoxy/urethane paint system.
- b. Since this tank may not be high on the prioritization list, the perforations in the roof at the base of the center vent structure should be repaired as soon as possible, as it is a health and sanitation concern. This work could be accomplished by either welding a plate over the perforations or replacing the center vent structure.

2. Interior Surfaces

- a. The coating system on the roof and structural members is in poor condition with severe corrosion, cracking, and delamination. Therefore, HAE recommends the interior surfaces be abrasively blast cleaned to Near White Metal (SSPC-SP10) and a three-coat epoxy coating system applied to a minimum dry film thickness of 15 mils on all surfaces above the bottom and 25 mils of a 100% solids epoxy coating applied on the bottom surfaces and lower 2 feet of the shell.
- b. Due to the severe corrosion on the rafters at the center support plate, it may be necessary to replace some, if not all, of these rafters.
- c. The lateral straps are corroded, and flat straps do not provide adequate lateral stability. Therefore, it is recommended to replace the straps welded to the bottom of the rafters with lateral braces welded to the web of the rafters.
- d. Structural damage is already present along the rafter flanges near the center vent and at the nuts and bolts securing miscellaneous structural connections. If the tank is not rehabilitated soon, there is a possibility that structural connections will fail. If structural connections fail above the girders, the rafters will fall onto the girders, which should not create an immediate problem. However, if the connections fail at the shell, rafters will fall into the tank and/or be partially suspended from the connections at the opposite end.

C. In addition to the above recommendations, the following is a summary of the recommended safety modifications.

1. A self-closing gate meeting Cal/OSHA Regulations must be installed at the termination of the exterior ladder at roof level.
2. A 36-inch by 36-inch roof hatch meeting Cal/OSHA Regulations must be installed.
3. The top rung of the interior ladder should be removed, as the remainder of the ladder has proper toe clearance.

4. Rusting, fouled, or torn screening on the auxiliary vent should be replaced with fine and coarse mesh screen.
 5. The existing safety climb systems on the interior and exterior ladders must be modified to meet the manufacturer's installation requirements.
 6. A personal fall restraint system meeting Cal/OSHA Regulations must be installed to provide access to all areas of the roof.
- D. The District may want to address the additional items noted below during the rehabilitation of the tank.
1. Furnish dehumidification during the interior coating as needed due to weather conditions impacting the project schedule.
 2. Due to the severe corrosion on the rafters and structural members, it is recommended to include an inspection blast item in the scope of work to determine if all or part of the rafters need to be replaced.
 3. An hourly crew rate for grinding of sharp edges on rafter flanges.
 4. An hourly crew rate for weld repair of pitted and perforated areas.
 5. The District should install a cathodic protection system after the interior is recoated to protect the wetted surfaces. If a cathodic protection system is installed, it will prevent random corrosion or defects in the coating on the immersed surfaces from developing further. It is recommended that a galvanic (sacrificial anode) cathodic protection system be designed for the tank. All surfaces above the waterline would not be protected by the cathodic protection system.

V. COST ESTIMATES

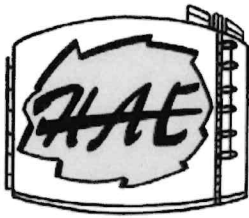
- A. To assist the District in evaluating the estimated costs for specific recommended structural, seismic, and safety modifications to the tank, a Summary of Costs is provided at the end of this General Report. The Summary of Costs breaks down the costs into required safety and health modifications, recommended structural modifications, coating and painting recommendations, and optional modifications, and includes the comparison of rehabilitation verses total replacement of the tank.

Respectfully submitted,

HARPER & ASSOCIATES ENGINEERING, INC.



Krista Harper, P.E.
Project Manager



HARPER & ASSOCIATES ENGINEERING, INC.

CONSULTING ENGINEERS

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GENERAL REPORT

PROJECT: Corrosion and Seismic/Structural/Safety Engineering Evaluation of Four Welded Steel Water Storage Tanks

STRUCTURE: 424,000 Gallon Welded Steel Water Storage Tank
(Hunter No. 1 Tank)

OWNER: Rubidoux Community Services District

LOCATION: Rubidoux, California

REPORT BY: Krista Harper, Project Manager

DATE: February 2020

I. SUMMARY

- A. This report is filed in response to a request by Rubidoux Community Services District for seismic, structural, safety, and corrosion evaluation of a welded steel water storage tank. A corrosion investigation was accomplished by HAE simultaneously with the seismic and structural investigation, and both are detailed within the integrated report.
- B. This comprehensive report consists of four sections: the first containing general information; the second, the corrosion evaluation; the third, the structural engineer's evaluation of the structure; the fourth, construction of the tank. This integrated report will enable the District to fully comprehend the condition of this structure and assist in future preparation of specifications and plans for the rehabilitation of the tank.
- C. Work accomplished by this Consultant included field investigation and assimilation of field and file data to render a seismic, structural, and corrosion evaluation of the tank. The Summary of Costs included at the end of this report breaks down the costs for the required safety modifications, recommended structural modifications, coating and painting costs, and optional items, as well as provides a comparison for rehabilitation verses total replacement of the tank.
- D. Although this tank requires substantial structural and safety upgrades to meet the AWWA D100-11 Standard and Cal/OSHA Regulations, the cost to rehabilitate the tank is still less than the cost to replace the tank. The District has the option to weld straps to the lower 11 feet of the shell or increase the freeboard to 13 feet to reduce the overstressed shell due to the hydrostatic and hydrodynamic loads. However, if the freeboard is increased to 13 feet, the capacity of the tank would be reduced from 424,000 gallons to 286,524 gallons. If the

tank cannot be operated with the reduced capacity, the District may want to replace the tank to meet the seismic requirements.

II. CONSTRUCTION DETAILS AND OBSERVATIONS

- A. Investigation of the tank for structural and seismic information was accomplished at the same time as the investigation of the tank for corrosion information. The method of investigation is noted in the Corrosion Report.
- B. Construction and structural details and observations are listed in the attached Construction Details section of this report. Details and observations were prepared from the field investigation.

III. OBSERVATIONS AND CONCLUSIONS FOR TANK EVALUATION

- A. Observations and conclusions regarding the seismic and structural evaluation for this tank are contained in the Seismic Analysis section of this report.
- B. Observations and conclusions regarding the corrosion evaluation are contained in the Corrosion Report section of this report.
- C. Observations and conclusions regarding the safety, health, and code items are contained in the Corrosion Report section of this report.

IV. RECOMMENDATIONS

- A. Recommendations for work to be accomplished for seismic and structural upgrading of the structure are contained in the Seismic Analysis section of this integrated report. The following is a summary of the recommended structural modifications.
 - 1. To meet the freeboard requirement outlined in AWWA D100, the overflow weir intake must be lowered to 33 feet to provide a 5.75-foot freeboard. However, the shell is overstressed due to the hydrostatic and hydrodynamic loads, so the operation level should be lowered to 27 feet to meet the current code requirements. If the District cannot reduce the operating level to 27 feet, the lower 11 feet of the shell will need to be reinforced with steel straps welded to the shell.
 - 2. Due to the severe corrosion on the rafters which reduces the strength, it may be necessary to replace the rafters.
 - 3. The severely corroded tie-rods should be removed, and lateral bracing should be installed at the midspan of all rafters to improve performance and rafter stability.
 - 4. Flexible couplings should be added to the existing inlet and outlet piping.
 - 5. A new concrete foundation and mechanical anchors should be installed to prevent uplift of the tank.
- B. Recommendations for coating and painting to be accomplished for corrosion protection of the structure and structural repair work required as a result of corrosion damage are

contained in detail in the Corrosion Report section of this integrated report. The following is a summary of the recommended coating and painting work.

1. The paint system on the exterior roof and appurtenances is in fair to poor condition and has exceeded its typical 20 to 25-year life expectancy. Therefore, HAE recommends all exterior surfaces be abrasively blast cleaned to Near White Metal (SSPC-SP10) and painted with an epoxy/urethane paint system.
 - a. Due to the holes and severe corrosion, HAE recommends replacing the center vent structure. Also, due to corrosion on the roof plates inside the existing vent screen structure, HAE recommends including a bid item for additional roof plate replacement or a circular reinforcing plate around the new center vent.
 2. The coating systems on the interior surfaces are in poor condition and have exceeded their typical life expectancies. Therefore, HAE recommends the interior surfaces be abrasively blast cleaned to Near White Metal (SSPC-SP10) and a three-coat epoxy coating system applied to a minimum dry film thickness of 15 mils on all surfaces above the bottom and 25 mils of a 100% solids epoxy coating applied on the bottom surfaces and lower 2 feet of the shell.
 - a. Due to the moderate to severe corrosion on the roof and rafters, it is recommended to include an inspection blast item in the scope of work to determine if all or part of the rafters need to be replaced.
- C. In addition to the above recommendations, the following is a summary of the recommended safety modifications.
1. The guardrailing should be modified and a self-closing gate meeting Cal/OSHA Regulations should be installed.
 2. A 36-inch by 36-inch roof hatch meeting Cal/OSHA Regulations must be installed.
 3. A second roof hatch or auxiliary vent should be installed to meet AWWA D100 Standard.
 4. A new ladder safety system should be installed on the interior ladder to meet Cal/OSHA Regulations.
 5. Interior ladder and exterior ladder with vandal guard meeting Cal/OSHA Regulations should be installed.
 6. The ladder cage will be removed when the exterior ladder is removed and replaced. The new ladder should have a new safety system meeting Cal/OSHA Regulations.
 7. Rusting, fouled, or torn screening on vents should be replaced with fine and coarse mesh screen.
 8. A personal fall restraint system meeting Cal/OSHA Regulations must be installed to provide access to all areas of the roof.

- D. The District may want to address the additional items noted below during the rehabilitation of the tank.
1. Furnish dehumidification during the interior coating as needed due to weather conditions impacting the project schedule.
 2. An hourly crew rate for grinding of sharp edges on rafter flanges.
 3. An hourly crew rate for weld repair of pitted and perforated areas.
 4. The District should install a cathodic protection system after the interior is recoated to protect the wetted surfaces. If a cathodic protection system is installed, it will prevent random corrosion or defects in the coating on the immersed surfaces from developing further. It is recommended that a galvanic (sacrificial anode) cathodic protection system be designed for the tank. All surfaces above the waterline would not be protected by the cathodic protection system.

V. COST ESTIMATES

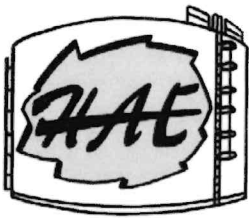
- A. To assist the District in evaluating the estimated costs for specific recommended structural, seismic, and safety modifications to the tank, a Summary of Costs is provided at the end of this General Report. The Summary of Costs breaks down the costs into required safety and health modifications, recommended structural modifications, coating and painting recommendations, and optional modifications, and includes the comparison of rehabilitation versus total replacement of the tank.

Respectfully submitted,

HARPER & ASSOCIATES ENGINEERING, INC.



Krista Harper, P.E.
Project Manager



HARPER & ASSOCIATES ENGINEERING, INC.

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GENERAL REPORT

PROJECT: Corrosion and Seismic/Structural/Safety Engineering Evaluation of Four Welded Steel Water Storage Tanks

STRUCTURE: 1.0 MG Welded Steel Water Storage Tank (Perrone Tank)

OWNER: Rubidoux Community Services District

LOCATION: Rubidoux, California

REPORT BY: Krista Harper, Project Manager

DATE: February 2020

I. SUMMARY

- A. This report is filed in response to a request by Rubidoux Community Services District for seismic, structural, safety, and corrosion evaluation of a welded steel water storage tank. A corrosion investigation was accomplished by HAE simultaneously with the seismic and structural investigation, and both are detailed within the integrated report.
- B. This comprehensive report consists of four sections: the first containing general information; the second, the corrosion evaluation; the third, the structural engineer's evaluation of the structure; the fourth, construction of the tank. This integrated report will enable the District to fully comprehend the condition of this structure and assist in future preparation of specifications and plans for the rehabilitation of the tank.
- C. Work accomplished by this Consultant included field investigation and assimilation of field and file data to render a seismic, structural, and corrosion evaluation of the tank. The Summary of Costs included at the end of this report breaks down the costs for the required safety modifications, recommended structural modifications, coating and painting costs, and optional items, as well as provides a comparison for rehabilitation verses total replacement of the tank.
- D. Although this tank requires substantial structural and safety upgrades to meet the AWWA D100-11 Standard and Cal/OSHA Regulations, the cost to rehabilitate the tank is still less than the cost to replace the tank. The District has the option to weld straps to the middle 10 feet of the shell or increase the freeboard to 13.5 feet to reduce the overstressed shell due to the hydrostatic and hydrodynamic loads. However, if the freeboard is increased to 13.5 feet, the capacity of the tank would be reduced from 1.0 MG to 0.59 MG.

II. CONSTRUCTION DETAILS AND OBSERVATIONS

- A. Investigation of the tank for structural and seismic information was accomplished at the same time as the investigation of the tank for corrosion information. The method of investigation is noted in the Corrosion Report.
- B. Construction and structural details and observations are listed in the attached Construction Details section of this report. Details and observations were prepared from the field investigation.

III. OBSERVATIONS AND CONCLUSIONS FOR TANK EVALUATION

- A. Observations and conclusions regarding the seismic and structural evaluation for this tank are contained in the Seismic Analysis section of this report.
- B. Observations and conclusions regarding the corrosion evaluation are contained in the Corrosion Report section of this report.
- C. Observations and conclusions regarding the safety, health, and code items are contained in the Corrosion Report section of this report.

IV. RECOMMENDATIONS

- A. Recommendations for work to be accomplished for seismic and structural upgrading of the structure are contained in the Seismic Analysis section of this integrated report. The following is a summary of the recommended structural modifications.
 - 1. To meet the freeboard requirement outlined in AWWA D100, the overflow weir intake must be lowered to 31 feet to provide a 7.0-foot freeboard. However, the shell is overstressed due to the hydrostatic and hydrodynamic loads, so the operation level should be lowered to 18.5 feet to meet the current code requirements. If the District cannot reduce the operating level to 18.5 feet, the middle 10 feet of the shell will need to be reinforced with steel straps welded to the shell.
 - 2. Flexible couplings should be added to the existing inlet and outlet piping.
 - 3. A new concrete foundation and mechanical anchors should be installed to prevent uplift of the tank.
- B. Recommendations for coating and painting to be accomplished for corrosion protection of the structure and structural repair work required as a result of corrosion damage are contained in detail in the Corrosion Report section of this integrated report. The following is a summary of the recommended coating and painting work.
 - 1. Exterior Surfaces
 - a. The paint system is in overall fair to good condition and does not require repainting at this time. However, when the interior is recoated and the recommended structural/safety work is accomplished, HAE recommends all

exterior surfaces be abrasively blast cleaned to Near White Metal (SSPC-SP10) and painted with an epoxy/urethane paint system.

2. Interior Surfaces

- a. The coating system on the roof and structural members is in fair condition with random moderate corrosion and it has exceeded the typical life expectancy of 20 to 25 years. Therefore, HAE recommends the interior surfaces be abrasively blast cleaned to Near White Metal (SSPC-SP10) and a three-coat epoxy coating system applied to a minimum dry film thickness of 15 mils on all surfaces above the bottom and 25 mils of a 100% solids epoxy coating applied on the bottom surfaces and lower 2 feet of the shell. This recommendation does not need to be accomplished immediately but could be accomplished in the next 3-5 years.
- b. The District should install a cathodic protection system to protect the wetted surfaces until the tank is recoated. If a cathodic protection system is installed, it will prevent random corrosion or defects in the coating on the immersed surfaces from developing further. It is recommended that a galvanic (sacrificial anode) cathodic protection system be designed for the tank. All surfaces above the waterline would not be protected by the cathodic protection system.

C. In addition to the above recommendations, the following is a summary of the recommended safety modifications.

1. A self-closing gate meeting Cal/OSHA Regulations must be installed at the termination of the exterior ladder at roof level.
2. The top of the ladder and platform should be widened to provide a minimum width of 18 inches to access the roof.
3. The top rung of the interior ladder should be removed, as the remainder of the ladder has proper toe clearance.
4. Coarse mesh screening should be added to the center vent.
5. A rung should be added to the bottom of the exterior ladder to meet Cal/OSHA Regulations.
6. A new ladder safety system should be installed on the interior ladder to meet Cal/OSHA Regulations.
7. The existing safety climb system on the exterior ladder must be modified to meet the manufacturer's installation requirements.
8. A personal fall restraint system meeting Cal/OSHA Regulations must be installed to provide access to all areas of the roof.

D. The District may want to address the additional items noted below during the rehabilitation of

the tank.

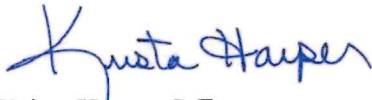
1. Furnish dehumidification during the interior coating as needed due to weather conditions impacting the project schedule.
2. An hourly crew rate for grinding of sharp edges on rafter flanges.
3. An hourly crew rate for weld repair of pitted and perforated areas.
4. An hourly crew rate for inspection blast.

V. COST ESTIMATES

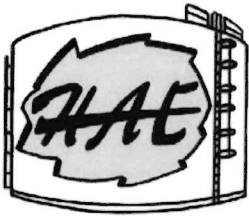
- A. To assist the District in evaluating the estimated costs for specific recommended structural, seismic, and safety modifications to the tank, a Summary of Costs is provided at the end of this General Report. The Summary of Costs breaks down the costs into required safety and health modifications, recommended structural modifications, coating and painting recommendations, and optional modifications, and includes the comparison of rehabilitation verses total replacement of the tank.

Respectfully submitted,

HARPER & ASSOCIATES ENGINEERING, INC.



Krista Harper, P.E.
Project Manager



HARPER & ASSOCIATES ENGINEERING, INC.

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GENERAL REPORT

PROJECT: Corrosion and Seismic/Structural/Safety Engineering Evaluation of Four Welded Steel Water Storage Tanks

STRUCTURE: 3,030,000 Gallon Welded Steel Water Storage Tank (Watson Tank)

OWNER: Rubidoux Community Services District

LOCATION: Riverside, California

REPORT BY: Krista Harper, Project Manager

DATE: March 2020

I. SUMMARY

- A. This report is filed in response to a request by Rubidoux Community Services District for seismic, structural, safety, and corrosion evaluation of a welded steel water storage tank. A corrosion investigation was accomplished by HAE simultaneously with the seismic and structural investigation, and both are detailed within the integrated report.
- B. This comprehensive report consists of four sections: the first containing general information; the second, the corrosion evaluation; the third, the structural engineer's evaluation of the structure; the fourth, construction of the tank. This integrated report will enable the District to fully comprehend the condition of this structure and assist in future preparation of specifications and plans for the rehabilitation of the tank.
- C. Work accomplished by this Consultant included field investigation and assimilation of field and file data to render a seismic, structural, and corrosion evaluation of the tank. The Summary of Costs included at the end of this report breaks down the costs for the required safety modifications, recommended structural modifications, coating and painting costs, and optional items, as well as provides a comparison for rehabilitation verses total replacement of the tank.
- D. The cost to rehabilitate the tank is far less than the cost to replace the tank. However, if the freeboard is increased to 7.57 feet, the capacity of the tank would be reduced from 3.03 MG to 1.99 MG. Based on the dark staining on the shell, the high water level for the tank is below the recommended freeboard of 7.57 feet, so it may not be a problem for the District to operate this tank at the recommended freeboard.

II. CONSTRUCTION DETAILS AND OBSERVATIONS

- A. Investigation of the tank for structural and seismic information was accomplished at the same time as the investigation of the tank for corrosion information. The method of investigation is noted in the Corrosion Report.
- B. Construction and structural details and observations are listed in the attached Construction Details section of this report. Details and observations were prepared from the field investigation.

III. OBSERVATIONS AND CONCLUSIONS FOR TANK EVALUATION

- A. Observations and conclusions regarding the seismic and structural evaluation for this tank are contained in the Seismic Analysis section of this report.
- B. Observations and conclusions regarding the corrosion evaluation are contained in the Corrosion Report section of this report.
- C. Observations and conclusions regarding the safety, health, and code items are contained in the Corrosion Report section of this report.

IV. RECOMMENDATIONS

- A. Recommendations for work to be accomplished for seismic and structural upgrading of the structure are contained in the Seismic Analysis section of this integrated report. The following is a summary of the recommended structural modifications.
 - 1. To meet the freeboard requirement outlined in AWWA D100, the overflow weir intake must be lowered to 29.25 feet to provide a 7.57-foot freeboard.
 - 2. Flexible couplings should be added to the existing inlet and outlet piping.
- B. Recommendations for coating and painting to be accomplished for corrosion protection of the structure and structural repair work required as a result of corrosion damage are contained in detail in the Corrosion Report section of this integrated report. The following is a summary of the recommended coating and painting work.
 - 1. Exterior Surfaces
 - a. The paint system is in overall fair condition, in terms of corrosion protection, with the exception of deterioration and numerous holes in the center vent flange. However, the paint system has exceeded its life expectancy. Therefore, when the interior coating is accomplished, HAE recommends all exterior surfaces to be abrasively blast cleaned to Near White Metal (SSPC-SP10) and an epoxy/urethane paint system applied to all exterior surfaces.
 - b. Due to the holes and severe corrosion, HAE recommends replacing the center vent structure.

2. Interior Surfaces

- a. The coating systems are in fair to poor condition with moderate to severe corrosion on structural connections, lap joints, and roof penetrations and blistering, cracking, and corrosion on the bottom. Therefore, HAE recommends the interior surfaces be abrasively blast cleaned to Near White Metal (SSPC-SP10) and a three-coat epoxy coating system applied to a minimum dry film thickness of 15 mils on all surfaces above the bottom and 25 mils of a 100% solids epoxy coating on the bottom surfaces and lower two feet of the shell.
- b. Due to the severe corrosion on the lower circumference of the auxiliary vents, it is recommended to include an inspection blast item in the scope of work to determine if all or some of the auxiliary vents need to be repaired or replaced.

C. In addition to the above recommendations, the following is a summary of the recommended safety modifications.

1. A self-closing gate meeting Cal/OSHA Regulations must be installed at the termination of the exterior ladder at roof level.
2. The top of the ladder should be widened to provide a minimum width of 18 inches to access the roof.
3. The top rung of the interior ladder should be removed, as the remainder of the ladder has proper toe clearance.
4. Screening on the center vent and all auxiliary vents needs to be replaced with both a fine and coarse mesh.
5. The ladder cage should be removed since there is a safety system present on the ladder.
6. Additional bracing, palnuts, and lock washers should be installed on the exterior ladder safety system.
7. The interior ladder safety system should be replaced with a new ladder safety system.
8. A personal fall restraint system meeting Cal/OSHA Regulations must be installed to provide access to all areas of the roof.

D. The District may want to address the additional items noted below during the rehabilitation of the tank.

1. Furnish dehumidification during the interior coating as needed due to weather conditions impacting the project schedule.
2. An hourly crew rate for grinding of sharp edges on rafter flanges.

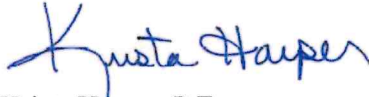
3. An hourly crew rate for weld repair of pitted and perforated areas.
4. The District should install a cathodic protection system after the interior is recoated to protect the wetted surfaces. If a cathodic protection system is installed, it will prevent random corrosion or defects in the coating on the immersed surfaces from developing further. It is recommended that a galvanic (sacrificial anode) cathodic protection system be designed for the tank. All surfaces above the waterline would not be protected by the cathodic protection system.

V. COST ESTIMATES

- A. To assist the District in evaluating the estimated costs for specific recommended structural, seismic, and safety modifications to the tank, a Summary of Costs is provided at the end of this General Report. The Summary of Costs breaks down the costs into required safety and health modifications, recommended structural modifications, coating and painting recommendations, and optional modifications, and includes the comparison of rehabilitation verses total replacement of the tank.

Respectfully submitted,

HARPER & ASSOCIATES ENGINEERING, INC.



Krista Harper, P.E.
Project Manager



State Water Resources Control Board Division of Drinking Water

Sent via email to: BLaddusaw@rcsd.org

June 29, 2023

Brian Laddusaw
General Manager
Rubidoux Community Services District
PO Box 3098
Jurupa Valley, CA 92519-3098

Dear Mr. Laddusaw:

RUBIDOUX COMMUNITY SERVICES DISTRICT, SYSTEM NO. CA3310044 2023 SANITARY SURVEY

On April 5 and 6, 2023, Aayush Khurana, engineer with the State Water Resources Control Board, Division of Drinking Water (Division), conducted a sanitary survey of the water system facilities and operations of the Rubidoux Community Services District's (RCSD's) public water system. A deficiency list and completed sanitary survey report documenting the findings of the inspection are enclosed. The sanitary survey deficiency list (Deficiency List) includes items requiring action and responses by specified deadlines.

The following is a summary of the sanitary survey findings:

Source

1. RCSD's source of potable supply consists of 6 active groundwater wells, with a total production capacity of approximately 7,775 gpm (11.2 MG), which is sufficient to meet maximum day demand (MDD) under California Waterworks Standards. RCSD's wells appeared to be in good operational and sanitary condition. Minor deficiencies observed during inspection of RCSD's sources are documented in the enclosed Deficiency List.
2. RCSD plans to purchase water from Jurupa Community Services District (JCSD) via the Jewel St. interconnection to meet TDS discharge requirements for 2023 and beyond. The Division requests that RCSD provide anticipated demand (in MG) for JCSD water in 2023 and following years to determine if this source of water should be reclassified to "Active-Permanent" from "Active-Emergency".

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

3. RCSD has plans to purchase water from West Valley Water District (WVWD) to supply a portion of its service area anticipated to experience interruptions in its water supply due to scheduled construction in 2023. Based on previous discussions with RCSD, this connection will be an above-ground temporary line for a short period of time serving one commercial customer. If RCSD plans to construct a below ground connection for emergency or permanent use, RCSD will be required to submit a permit amendment application and supporting documents to the Division for review and approval.

Treatment

4. Existing treatment for RCSD's supply consists of granular activated carbon for 1,2,3-trichloropropane (1,2,3-TCP) and perfluoroalkyl substances (PFAS) removal for Wells 2, 4, and 4; ion exchange for nitrate removal for Wells 4 and 6 and PFAS removal for Wells 1A, 8A, and 18; blending for nitrate and perchlorate reduction for Well 2; oxidation/filtration for manganese removal for Wells 1A and 18; and chlorination for precautionary disinfection of the water supply.
5. RCSD shall update its treatment O&M plans, dated May 2022, to reflect changes in disinfection procedures at Leland J. Thompson Ground Water Treatment Plant and to include compliance and monitoring provisions for recently adopted notification and response levels for perfluorohexane sulfonic acid (PFHxS).
6. Laverne J. Mahnke Water Treatment Facility was inactivated several years ago. However, underground piping may still be connected to active facilities (for example, Well 1A transmission line to the treatment plant). RCSD shall investigate the treatment plant's piping and physically disconnect/sever any pipes connected to active sources or the distribution system to prevent accumulation of stagnant water in unflushed dead-ends and other cross-connection hazards.

Distribution System

7. No deficiencies were observed in RCSD's distribution system.

Finished Water Storage

8. RCSD's existing storage reservoirs have a combined storage capacity of 6.425 MG, which is sufficient to meet peak hourly demand (PHD) requirements per California Waterworks Standards for the system as a whole and in each pressure zone.
9. RCSD's storage reservoirs were observed to be in inadequate operating and sanitary condition. One significant deficiency was identified at Atkinson Tank. The Division issued a letter, dated April 17, 2023, requiring RCSD to submit a corrective action plan within 30 days and perform the corrective action within 120 days of the letter's date. The Division received and approved the corrective action plan on May 16, 2023. The repairs were completed on June 14, 2023, prior to the due date of August 15, 2023. Other Deficiencies observed during the inspection of RCSD's reservoirs are documented in the enclosed Deficiency List.

10. Comprehensive inspections of RCSD's reservoirs conducted by Harper & Associates in 2020 identified several critical issues. RCSD shall submit a corrective action plan to address all critical issues identified in the February 2020 Harper & Associates, Inc. comprehensive tank evaluation reports for each tank and submit proof of any corrective actions already completed.
11. In addition to regular comprehensive inspections, the Division recommends that RCSD implement a reservoir inspection program for routine and periodic inspections of its storage reservoirs to ensure defects are identified (and corrected) on a regular basis and good sanitary conditions are maintained between dive inspections. A routine inspection consists of a visual evaluation of the exterior of the storage tank and site for evidence of intrusion, vandalism, security, operational hazards, etc. A periodic inspection consists of inspecting the areas of the storage tank and site not covered under the routine inspection, such as inspection of the condition of the rooftop, rooftop vents and screens, and checking inside the hatch. According to the EPA, a routine inspection should be conducted on a daily to weekly basis, whereas a periodic inspection should be conducted monthly to every three months. All routine and periodic inspections should be documented via a site visit log or other means of record.

Pumps, Pump Facilities, and Controls

12. RCSD's pump facilities were observed to be in good operating and sanitary condition. No deficiencies were observed during inspection of RCSD's pump facilities and controls system.

Monitoring, Reporting and Data Verification

13. RCSD monitors its sources for a reduced list of synthetic organic chemicals (SOCs): 1,2,3-TCP, atrazine, simazine, dichlorobromopropane (DBCP), and ethylene dibromide (EDB). No SOC monitoring waiver has been submitted for the new 9-yr compliance monitoring cycle, which began January 1, 2020. RCSD must submit an SOC use/susceptibility waiver request for Division consideration to remain on the reduced SOC monitoring schedule. SOC waiver application forms for the 2020-2022 and 2023-2025 monitoring periods are provided as Enclosure 3. Please complete accordingly and submit to the Division for review by July 31, 2023, to avoid a monitoring violation.
14. The Division's review of the radionuclide monitoring results reported to-date identified two sources (Wells 04 and 18) that have never been monitored for radium-226. Additionally, Well 04 is also past due for radium-228 analysis. Pursuant to Section 64442(d)(4), Title 22, California Code of Regulations (CCR), each radionuclide must be monitored at each source at a frequency determined by the most recent result. Radionuclides not detected (below DLR) shall be analyzed at least once every 9 years. Since compliance with the radium-226 and radium-228 MCLs is based on combined radium, radium-226 and radium-228 samples must be analyzed at the same time. Based on the last gross alpha particle activity (GA) and uranium (U) results for Well 04 samples collected

March 29, 2017, the monitoring frequency for GA and U for the well is every 6 years. Therefore, RCSD shall sample Well 04 for analyses of the complete suite of radionuclides (GA, U, radium-226, and radium-228) by September 30, 2023. Additionally, RCSD shall sample Well 18 for analyses of radium-226 and radium-228 by September 30, 2023.

15. Because gross alpha particle activity (GA) consists of all alpha emitters, including uranium (U), it can be used as a screen to determine whether U and/or combined radium (radium-226 + radium-228) analyses are required. Therefore, GA analysis is usually completed first to minimize the potential analyses that may be needed. For samples where $(GA + 0.84 \times \text{GA counting error}) > 5 \text{ pCi/L}$, U and combined radium analyses are required to determine compliance with the GA, U, and combined radium MCLs. Where $(GA - U) > 5 \text{ pCi/L}$, combined radium analysis is required. Our records indicate combined radium analysis was not completed for samples collected March 29, 2017, at Well 8A, where $(GA - U) > 5 \text{ pCi/L}$. Please be advised of the requirements for radionuclide monitoring. To prevent potential monitoring deficiencies, the Division recommends that future radionuclide samples be analyzed for the full suite of radionuclides (GA, U, radium-226, and radium-228).
16. RCSD's current Bacteriological Sample Siting Plan (BSSP) is more than 10 years old and does not include information pertaining to Groundwater Rule monitoring and reporting requirements, or a distribution system map showing all routine and repeat sampling locations. Since the BSSP is more than 10 years old, it may not be representative of the current distribution system. RCSD shall update its BSSP to address these issues. As per the revised Total Coliform Rule, based on RCSD's current service connection and population totals, RCSD is required to collect at least 40 routine distribution system samples per month.

System Management and Operation

17. The Division's evaluation of RCSD's Cross-Connection Control Program (CCCP) identified some deficiencies that should be addressed. RCSD should review the CCCP evaluation in Appendix K of the enclosed Sanitary Survey Report and address the findings accordingly. The deficiencies are also listed in the enclosed Deficiency List.

Operator Compliance with State Requirements

18. No deficiencies were identified in RCSD's operator compliance with State requirements.

Please review the enclosed Deficiency List and Sanitary Survey Report and provide changes, comments, and responses as needed. A written response to this letter is requested by **July 31, 2023**, along with a plan to correct significant and other deficiencies identified on the deficiency list. Please note the dates of correction, or planned dates of correction, of the deficiencies outlined in the Deficiency List.

The Division greatly appreciates the assistance provided by Miguel Valdez, Lee Bugbee, Jesus Aguirre, Yvonne Reyes, and Benny Manrique during and after the inspection. If you have any questions regarding this letter, please contact Aayush Khurana at 619-525-4646 or by email at aayush.khurana@waterboards.ca.gov.

Sincerely,

Chun Y. Huang



Digitally signed by Chun Y.
Huang
Date: 2023.06.29 15:02:08 -07'00'

Chun Y. Huang, P.E.
District Engineer

- Enclosures:
1. 2023 Sanitary Survey Report
 2. 2023 Sanitary Survey Deficiency List
 3. SOC Monitoring Waiver Application Forms

- cc:
- Miguel Valdez, Operations Manager, RCSD (via email w/ encl)
 - Lee Bugbee, System Operator III, RCSD (via email w/ encl)
 - Ted Beckwith, Director of Engineering, RCSD (via email w/ encl)
 - County of Riverside, Department of Environmental Health (via email w/o encl)

ENCLOSURE NO. 1

**State Water Resources Control Board
Division of Drinking Water**

Question	Response	Additional Info
GENERAL INFORMATION		

Public Water System (PWS) Name:	Rubidoux Community Services District (RCSD)
PWS ID No.:	CA3310044
Inspection Date(s):	4/5-4/6/2023
Last Inspection Date:	6/22/2020
Report Date:	6/29/2023
Last Report Date:	8/14/2020
Reviewing Engineer:	Aayush Khurana
District Engineer:	Chun Y. Huang
District Office:	Riverside District #20
Person(s) contacted during the inspection:	Lee Bugbee, System Operator III; Miguel Valdez, Operations Manager; Jesus Aguirre, System Operator
Full Permit No.:	05-20-12P-010
Date Issued:	11/30/2012
Number of Permit Amendments:	5
Is the original permit more than 10 years old?	Yes
Are there more than 15 permit amendments to the original	No
Permit and amendment history since last sanitary survey:	<i>See Appendix A - Permit History</i>
Are permit provisions complied with?	Yes
Public Water System Classification:	Community (CWS)

Question	Response	Additional Info
Distribution Classification:	D3	
Treatment Classification:	T3	
Seasonal Operation:	No	
If seasonal, explain:	N/A	
Enforcement history since last sanitary survey:	No enforcement actions since last sanitary survey	
Is the PWS in compliance with enforcement issued?	N/A	

COMMENTS ON GENERAL INFORMATION

None

SOURCE

Source Water Type:	Groundwater
Are there abandoned wells?	Yes
Is a Drinking Water Source Assessment (DWSAP) on file for all sources?	Yes
Is each DWSAP accurate?	Yes

PURCHASED WATER

Does the system buy water?	Yes	See Section Comment #1
If yes, what PWS?	Jurupa Community Services District (JCSD)	
PWS ID:	CA3310021	
Connection type:	Emergency	See Section Comment #2
Is the connection permitted?	Yes	

Question	Response	Additional Info
SOLD WATER		

Does the system sell water?	Yes	See Section Comment #1
If yes, what PWS?	JCSD	
PWS ID:	CA3310021	
Connection type:	Permanent	
Is the connection permitted?	Yes	

SOURCE CAPACITY

List of Active Sources:	See Appendix B - List of Active Sources	
Total # of Groundwater sources:	7	
Total # of Surface water sources:	0	
Total # of GUDI sources:	0	
Total # of active sources:	7	
Is the assigned source class codes for active sources accurate?	Yes	
Are the most recent pump tests on file?	Yes	
Total Capacity (sum of active sources):	11.20	MGD
Maximum Day Demand (MDD):	10.00	MG
Does the total capacity meet the Maximum Day Demand (MDD)?	Yes	
Source Capacity Evaluation:	See Appendix B - List of Active Sources	
MDD Review:	See Appendix C - Water Demand_MDD	

Question	Response	Additional Info
COMMENTS ON SOURCE (required for "no" responses)		

1) The Jewel St. interconnection between RCSD (CA3310044_027) and JCSD (CA3310021_058) is a two-way interconnection. Due to elevation differences, water supply to JCSD requires the use of booster pumps and water supply to RCSD is gravity fed but requires a pressure reducing valve.

2) RCSD plans to purchase water from JCSD via the Jewel St. interconnection in 2023 and beyond to meet its discharge requirements for total dissolved solids (TDS).

TREATMENT

Treatment is provided for:	Groundwater	
Approved Water Treatment Process:	Multiple - Explain	See Section Comment #1
Explain if multiple or other:	See Appendix D - Treatment	
What is the highest treatment operator requirement:	T3	
Is the PWS in compliance with treatment operator permit requirements?	Yes	
Have all treatment classifications been updated?	Yes	

DISINFECTION REVIEW

Disinfection Treatment:	Continuous sodium hypochlorite injection at treatment plants effluent
What is the type and manufacturer?	12.5% sodium hypochlorite solution/ Hasa, 10% sodium hypochlorite/ Univar
What is the dosage?	0.8-1.2 mg/L as Cl ₂
Is the dosage continuous or emergency?	Continuous
Is product ANSI/NSF 60-certified?	Yes
Is product ANSI/NSF 61-certified?	Yes

Question	Response	Additional Info
Is the chemical field equipment calibrated per manufacturer's recommendations?	Yes	
Is there an emergency chlorination plan on file?	Yes	
Is the PWS free of the MCL exceedances for Maximum Residual Disinfectant Levels (MRDL) for systems that chlorinate, pursuant to Title 22, CCR, Section 64533.5?	Yes	
Is the PWS in compliance with monitoring and reporting requirements pursuant to Title 22, CCR, Sections 64535.4 and 64537.4? (MRDL)	Yes	
Is there an operations and maintenance (O&M) manual on file and is it up to date?	No	See Section Comment #2
Is the PWS in compliance with permit requirements for disinfection?	Yes	
Is the PWS in compliance with disinfection requirements?	Yes	

BLENDING REVIEW

Blending Facility Name:	Avalon Blending Station	
What is treatment provided for?	Nitrate, perchlorate	See Section Comment #3
Treatment Capacity (MGD):	6.2	
Where is the compliance sample point located?	Avalon St. & 34th St.	Approx. 850 ft. downstream of blending
Is there an O&M manual on file and is it up to date?	Yes	

Question	Response	Additional Info
Is the PWS free of MCL exceedances at the compliance point?	Yes	See Section Comment #4
Is the PWS in compliance with permit reporting requirements?	Yes	
Is the PWS in compliance with permit requirements for blending treatment?	Yes	

GRANULAR ACTIVATED CARBON (GAC) REVIEW

GAC Treatment Facility Name:	Well 02 GAC	
What is treatment provided for?	1,2,3-TCP, PFAS	
What is the type and manufacturer?	Granular activated carbon adsorption vessels/ Evoqua	
Treatment Capacity (MGD):	1.58	
# of vessels and configuration (parallel or series)	2 vessels in parallel	
Are the treatment components ANSI/NSF 61-certified?	Yes	
What is the carbon and manufacturer?	Ultracarb 1240LD/ Evoqua (Pittsburgh, Pennsylvania)	Virgin coal-based GAC
Is the carbon ANSI/NSF 61-certified?	Yes	
Can the carbon be re-activated?	No	
Is the chemical field equipment calibrated per manufacturer's recommendations?	N/A	
Are there any analyzers? Explain.	Chlorine residual analyzer downstream of chlorine injection point	
Is there an O&M manual on file and is it up to date?	No	See Section Comment #2

Question	Response	Additional Info
Is the PWS free of MCL exceedances at the treatment plant effluent?	Yes	
Is the PWS in compliance with permit reporting requirements?	Yes	
Is the PWS in compliance with permit requirements for GAC treatment?	Yes	

GRANULAR ACTIVATED CARBON (GAC) REVIEW

GAC Treatment Facility Name:	Well 04 GAC	
What is treatment provided for?	1,2,3-TCP, PFAS	
What is the type and manufacturer?	GAC adsorption vessels/ South Gate Eng.	
Treatment Capacity (MGD):	1.58	
# of vessels and configuration (parallel or series)	2 vessels in parallel	
Are the treatment components ANSI/NSF 61-certified?	Yes	
What is the carbon and manufacturer?	COL-L 900/ Carbon Activated Corp. (Shanxi, China)	<i>Virgin reagglomerated bituminous coal-based GAC</i>
Is the carbon ANSI/NSF 61-certified?	Yes	
Can the carbon be re-activated?	No	
Is the chemical field equipment calibrated per manufacturer's recommendations?	N/A	
Are there any analyzers? Explain.	No	
Is there an O&M manual on file and is it up to date?	No	<i>See Section Comment #2</i>

Question	Response	Additional Info
Is the PWS free of MCL exceedances at the treatment plant effluent?	Yes	
Is the PWS in compliance with permit reporting requirements?	Yes	
Is the PWS in compliance with permit requirements for GAC treatment?	Yes	

GRANULAR ACTIVATED CARBON (GAC) REVIEW

GAC Treatment Facility Name:	Well 06 GAC	
What is treatment provided for?	1,2,3-TCP, PFAS	
What is the type and manufacturer?	GAC adsorption vessels/ TKE Eng.	
Treatment Capacity (MGD):	2.8	
# of vessels and configuration (parallel or series)	3 vessels in parallel	
Are the treatment components ANSI/NSF 61-certified?	Yes	
What is the carbon and manufacturer?	COL-L 900/ Carbon Activated Corp. (Shanxi, China)	Virgin reagglomerated bituminous coal-based GAC
Is the carbon ANSI/NSF 61-certified?	Yes	
Can the carbon be re-activated?	No	
Is the chemical field equipment calibrated per manufacturer's recommendations?	N/A	
Are there any analyzers? Explain.	No	
Is there an O&M manual on file and is it up to date?	No	See Section Comment #2
Is the PWS free of MCL exceedances at the treatment plant effluent?	Yes	

Question	Response	Additional Info
Is the PWS in compliance with permit reporting requirements?	Yes	
Is the PWS in compliance with permit requirements for GAC treatment?	Yes	

ION EXCHANGE (IX) REVIEW

IX Treatment Facility Name:	Anita B. Smith WTP (Smith)	See Section Comment #5
What is treatment provided for?	Nitrate	
What is the type and manufacturer?	Ion exchange vessels/ Advance Separation Technologies	
Treatment Capacity (MGD):	6.48	
# of vessels and configuration (parallel or series)	3 vessels in parallel	
Are the treatment components ANSI/NSF 61-certified?	Yes	
What is the resin and manufacturer?	A600E/ 9149 (Purolite, Pennsylvania)	Regenerable strong base anion resin
Is the resin ANSI/NSF 61-certified?	Yes	
Is the resin regenerable?	Yes	
Is the salt used for regeneration ANSI/NSF 60-certified?	Yes	
Is the chemical field equipment calibrated per manufacturer's recommendations?	Yes	
Are there any analyzers? Explain.	Chlorine residual and nitrate analyzers at treatment plant effluent	
Is there an O&M manual on file and is it up to date?	No	See Section Comment #2

Question	Response	Additional Info
Is the PWS free of MCL exceedances at the treatment plant effluent?	Yes	
Is the PWS in compliance with permit reporting requirements?	Yes	See Section Comment #6
Is the PWS in compliance with permit requirements for IX treatment?	Yes	See Section Comment #6

ION EXCHANGE (IX) REVIEW

IX Treatment Facility Name:	Leland J. Thompson GWTP (Thompson)	See Section Comment #7
What is treatment provided for?	PFAS	
What is the type and manufacturer?	Ion exchange vessels/ Hazen & Sawyer	
Treatment Capacity (MGD):	7.06	
# of vessels and configuration (parallel or series)	3 parallel trains of 2 vessels (lead-lag) (6 vessels total)	
Are the treatment components ANSI/NSF 61-certified?	Yes	
What is the resin and manufacturer?	DOWEX PSR2 Plus/ Evoqua (Pittsburgh, Pennsylvania)	Non-regenerable strong base anion resin
Is the resin ANSI/NSF 61-certified?	Yes	
Is the resin regenerable?	No	
Is the salt used for regeneration ANSI/NSF 60-certified?	Yes	
Is the chemical field equipment calibrated per manufacturer's recommendations?	Yes	
Are there any analyzers? Explain.	ORP and Cl ₂ residual analyzers at treatment plant influent, Cl ₂ residual analyzer at treatment plant effluent	

Question	Response	Additional Info
Is there an O&M manual on file and is it up to date?	No	See Section Comment #2
Is the PWS free of MCL exceedances at the treatment plant effluent?	Yes	
Is the PWS in compliance with permit reporting requirements?	N/A	See Section Comment #6
Is the PWS in compliance with permit requirements for IX treatment?	N/A	See Section Comment #6

FILTRATION REVIEW

Filtration Treatment Facility Name:	Leland J. Thompson GWTP	See Section Comment #7
What is treatment provided for?	Manganese	
What is the type and manufacturer?	Oxidation, coagulation, and filtration/ AquFlow (formerly Hydroflo)	
Treatment Capacity (MGD):	7.2	
# of vessels and configuration (parallel or series)	3 parallel vessels	
Are the treatment components ANSI/NSF 61-certified?	Yes	
What is the filter media and manufacturer?	Electromedia I/ Filtronics	
Is the media ANSI/NSF 61-certified?	Yes	
Is there recycling of settled backwash water?	Yes	See Section Comment #8
What oxidizing agent is used?	10% sodium hypochlorite	
What coagulant is used?	N/A	
Are treatment additives ANSI/NSF 60-certified?	Yes	See Section Comment #9

Question	Response	Additional Info
Is the chemical field equipment calibrated per manufacturer's recommendations?	Yes	
Are there any analyzers? Explain.	Influent and effluent Cl ₂ residual analyzers	
Is there an O&M manual on file and is it up to date?	Yes	
Is the PWS free of MCL exceedances at the treatment plant effluent?	Yes	
Is the PWS in compliance with permit reporting requirements?	Yes	
Is the PWS in compliance with permit requirements for IX treatment?	Yes	

COMMENTS ON TREATMENT (required for "no" responses)

1) Existing treatment for RCSD's supply consists of granular activated carbon for 1,2,3-trichloropropane (1,2,3-TCP) and perfluoroalkyl substances (PFAS) removal for Wells 2, 4, and 4; ion exchange for nitrate removal for Wells 4 and 6, and PFAS removal for Wells 1A, 8A, and 18; blending for nitrate and perchlorate reduction for Well 2; oxidation/filtration for manganese removal for Wells 1A, and 18; and chlorination for precautionary disinfection of the water supply.

2) At Thompson GWTP, RCSD recently switched from using on-site sodium hypochlorite generation to using purchased 10% sodium hypochlorite solution. In addition, in January 2023, the Division adopted notification and response levels for PFHxS. The O&M Plans need to be updated to reflect the changes in the disinfection process at Thompson GWTP as well as monitoring and reporting requirements for PFHxS at Well 02 GAC, Thompson GWTP, Well 04 GAC, and Well 06 GAC.

3) Avalon Blending Station is also the compliance point for 1,2,3-TCP (treated at Well 02 GAC) and PFAS (treated at Well 02 GAC and Thompson GWTP).

4) In November 2022, RCSD received a perchlorate result greater than the MCL of 6 µg/L at Avalon Blending Station (compliance point). RCSD did not follow its Avalon Blending O&M Plan to reduce flow rate of Well 02 when blending with Well 8A only. RCSD was able to avoid an MCL exceedance and Tier 1 public notification by correcting the blending operation, which resulted in confirmation samples with non-detect perchlorate results.

5) Treatment processes at Smith WTP consists of GAC adsorption for 1,2,3-TCP and PFAS removal, followed by ion exchange for nitrate removal, followed by an air stripper column for VOC removal.

Question	Response	Additional Info
6) The permit amendment for Thompson GWTP is pending issuance by the Division.		
7) Treatment processes at Thompson GWTP consists of oxidation/ filtration for manganese removal, followed by ion exchange for removal of PFAS.		
8) The recycling system is currently offline.		
9) Another additive, 25% sodium bisulfite solution, is continuously injected in the treated effluent for dechlorination before ion exchange treatment. The sodium bisulfite solution, manufactured by NorthStar Chemical, is ANSI/NSF 60-certified.		

DISTRIBUTION SYSTEM

Population Served:	36,827
# of Service Connections:	6,697
Metered?	Yes
Does the system have an up-to-date distribution map?	Yes

LEAKS

Discuss leak history since the last sanitary survey:	No significant changes since last sanitary survey	
Review of leaks:	<i>See Appendix E - Leaks</i>	
Is the distribution system free of low-head lines (<5 psi)?	Yes	
Is there a leak detection program?	No	<i>See Section Comment #1</i>

WATERWORKS STANDARDS

Do water main and sewer separation practices meet Title 22, CCR, Section 64572?	Yes
Is the distribution system free of all known lead pipes or lead solder joints in the distribution system?	Yes

Question	Response	Additional Info
What are the known materials of water lines?	Asbestos Cement, Ductile Iron, PVC, Steel (Unlined, Unwrapped, Cement Mortar Lined, and Wrapped)	
Is the main inventory table complete and attached?	Yes	
Review of the main inventory:	See Appendix F - Main Inventory	
Are the materials standards for water mains in compliance with Title 22, CCR, Section 64570?	Yes	
For community systems, are mains at least four inches in diameter? (Title 22, CCR, Section 64573)	No	See Section Comment #2
Are all direct additives NSF/ANSI 60? (Title 22, CCR, Section 64590)	Yes	
Are all indirect additives NSF/ANSI 61? (Title 22, CCR, Section 64591)	Yes	

COMMENTS ON DISTRIBUTION SYSTEM (required for "no" responses)

- 1) While there is no leak detection program, Albert A. Webb And Associates conducts annual water loss audits for RCSD to report to the Department of Water Resources, as per SB 555.
- 2) 0.0083% of the water mains are less than 4" diameter. RCSD plans to replace these in the future, as per priorities set in its pipeline replacement program.

FINISHED WATER STORAGE

List of storage reservoirs: See Appendix H - Storage

Total number of storage reservoirs: 4

STORAGE CAPACITY

Total capacity (sum of finished storage): 6.43 MG

Maximum Day Demand (MDD): 10.00 MG

Question	Response	Additional Info
Does the finished water storage meet the Maximum Day Demand (MDD)?	N/A	
Water Storage Review:	See Appendix H - Storage	
Were the tanks free of physical deficiencies?	No	See Section Comment #1

TANK INSPECTION AND CLEANING

Were reservoirs internally inspected?	No	See Section Comment #2
Were reservoirs externally inspected?	Yes	
Does the PWS have comprehensive evaluations performed on the tanks? (i.e. dive, tank draining)	Yes	
Explain the comprehensive evaluation:	See Section Comment #3	

COMMENTS ON FINISHED WATER STORAGE (required for "no" responses)

- 1) Physical deficiencies observed during the inspection of the RCSD tank sites are listed in the Deficiency List.
- 2) The Division was unable to visual inspect the interior of Hunter and Watson Tanks. RCSD staff were unable to open the locks on the tanks' roof access hatches. Atkinson and Perone tanks were inspected internally.
- 3) The last comprehensive evaluation for all tanks was conducted in February 2020 by Harper & Associates, Inc. Consulting Engineers. The evaluation included corrosion, seismic, structural, and safety evaluation of all tanks. There is no required frequency for ongoing comprehensive tank evaluations; however, the Division recommends the evaluations be performed at least once every five years. In addition, the RCSD should conduct routine visual external, roof, and internal (via roof access hatch) inspections of all tanks on a monthly basis.

PUMPS, PUMP FACILITIES, AND CONTROLS

Are there booster pumps?	See Appendix G - Pump Stations	
Are there spare parts and tools readily available for pumps?	Yes	

Question	Response	Additional Info
Are all booster pump locations in adequate, sanitary conditions?	No	See Section Comment #1

COMMENTS ON PUMPS, PUMP FACILITIES, AND CONTROLS (required for "no" responses)

1) Mission Booster Station is located in an underground vault adjacent to a busy street, and consists of a single pump. Golden West Booster Pump Station is located in a space-limited easement adjacent to a busy street. In both cases, it is difficult to conduct routine inspection and maintenance of the facilities, and no room for installation of on-site backup power or additional pumps.

MONITORING, REPORTING AND DATA VERIFICATION

BACTERIOLOGICAL MONITORING

Total number of monthly samples taken per approved Bacteriological Sample Siting Plan (BSSP)? 40 (4-week month)
50 (5-week month)

What is the Revised Total Coliform Rule minimum # of samples required (specify monthly or quarterly requirement, as applicable) 40 monthly

Is the BSSP up to date and representative of the Groundwater Rule (if applicable)? No

See Section Comment #1

Free of MCL exceedances and Treatment Technique violations? Yes

Free of any monitoring and reporting (M&R) violations? Yes

SOURCE CHEMICAL MONITORING

If any waivers have been issued, have the letters been attached to this report? (i.e. SOC, VOC) No

See Section Comment #2

Is there an approved Sampling Monitoring Plan on file? (Title 22, CCR, Section 64416) N/A

Only required for systems serving >10,000 service connections

Question	Response	Additional Info
Is the PWS using modified Drinking Water Watch (mDWW) for monitoring and reporting?	Yes	
Are all source chemical monitoring and reporting in compliance?	No	See Section Comment #3
Explain any increased or reduced monitoring updates:	See Section Comment #4	
Free of any primary and/or secondary MCL exceedances?	No	See Section Comment #4
If no, explain:	Treatment provided for all primary and secondary MCL exceedances	
Free of any monitoring and reporting (M&R) violations?	Yes	

GENERAL/PHYSICAL MONITORING (DISTRIBUTION)

Has the system sampled for color, odor, and turbidity?	Yes	
If yes, how many and at what frequency?	See Section Comment #5	
Is color, odor, and turbidity monitoring required? (Title 22, CCR, Section 64449.5)	Yes	See Section Comment #5

DISINFECTANT/DISINFECTION BYPRODUCT (D/DBP) MONITORING (DISTRIBUTION)

Describe monitoring required for DBPs (frequency/sample months)	Quarterly/ Second Wednesday in March, June, September, and December	
Is there an approved D/DBP plan on file, and is it up to date?	Yes	Dated 10/31/2013
What are the required number of samples?	4	
Free of OEL exceedances?	Yes	
Free of MCL exceedances?	Yes	

Question	Response	Additional Info
Free of M&R violations?	Yes	
D/DBP Review:	See Appendix I - Dist_Mnr	

LEAD AND COPPER MONITORING (DISTRIBUTION)
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Is Corrosion Control Treatment Provided?	No
Is the PWS in compliance with corrosion control requirements of the Lead and Copper Rule (LCR)? (if applicable; Title 22, CCR, Sections 64682 and 64684)	N/A
Are the corrosion control treatment parameters met?	N/A
Are corrosion control treatment monitoring and reporting requirements met?	N/A
What is the PWS' required frequency for monitoring?	Every 3 years
How many sites are required to be sampled?	30
When are the next samples due by?	2023 (samples must be collected from 6/1 to 9/30)
Is the PWS free of lead and copper action level exceedances (ALEs)?	Yes
Is PWs in compliance with the Lead Consumer Notification requirements? (CFR Section 141.85(d))	Yes
Is M&R for the LCR in compliance?	Yes
Review of LCR since the last inspection:	See Appendix I - Dist_Mnr

Question	Response	Additional Info
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ADDITIONAL REPORTING

Has DDW received all electronic Annual Reports (eARs) since the last sanitary survey?	Yes	
Were all eARs complete?	Yes	
Has DDW received all Consumer Confidence Reports (CCRs) since the last sanitary survey?	Yes	
Were all CCRs complete according to Title 22, CCR, Section 64480?	Yes	
Has DDW received all CCR certification forms?	Yes	
Was enforcement reported in the CCR and was public notification included (if applicable)?	N/A	

COMMENTS ON MONITORING, REPORTING, AND DATA VERIFICATION

1) The current BSSP, dated February 2012, is more than 10 years old and outdated. The BSSP does not contain Groundwater Rule provisions, a map showing all sampling locations, or sampling schedule.

2) RCSD conducts reduced SOC monitoring at its sources for 1,2,3-TCP, Atrazine, DBCP, EDB, and Simazine every three years. In order to continue with reduced SOC monitoring, RCSD must submit an SOC use/susceptibility waiver for the current 9-yr compliance monitoring cycle (January 1, 2020 - December 31, 2028), to the Division for review and approval. Without a waiver, all active sources are subject to two quarterly samples for analyses of the full list of regulated SOCs every three years, and are; therefore, considered delinquent. Since 1,2,3-TCP is present in all sources, it is not eligible for reduced monitoring.

3) Various sources are past due for radionuclide analyses. According to our records, Wells 04 and 18 have never been monitored for radium-226. Well 04 is also past due for radium-228 analysis. Combined radium (radium-226 and radium-228) analysis, as triggered by 3/29/2017 gross alpha particle activity and uranium results where (GA - U) > 5 pCi/L, was not completed for Well 08.

4) Due to MCL and regulatory action level exceedances at several sources, RCSD provides treatment and conducts increased monitoring at all sources. Several sources are subject to quarterly monitoring for 1,2,3-TCP, nitrate, perchlorate, PFAS, and/or manganese. In addition, RCSD conducts treatment process and distribution system entry point monitoring to measure effectiveness of each treatment and comply with treatment related permit requirements. RCSD is in compliance with all increased source and treated water quality monitoring requirements.

Question	Response	Additional Info
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5) RCSD collects 3 color/odor/turbidity samples every week. In addition, RCSD maintains complaint and flushing records. Therefore, RCSD meets the requirements for determining distribution system physical water quality, as per Section 64449.5, Title 22, CCR.

SYSTEM MANAGEMENT AND OPERATION

MANAGEMENT

Is record retention in compliance? Yes

Record retention review: *See Appendix J - Records*

Does the PWS have an Urban Water Management Plan? (CA Water Code, Statute 10620; required for systems ≥3,000 customers) Yes

CROSS-CONNECTION CONTROL PROGRAM

Are all backflow devices tested annually to comply with Title 17, CCR, Section 7605(c)? Yes

Does the utility have a Cross-Connection Control Ordinance? (Title 17, CCR, Section 7584) Yes

Was the PWS free of cross-connections during the survey? Yes

DDW's Cross-Connection Control Program evaluation: *See Appendix K - Cross-Connection Control Program Evaluation Form*

CUSTOMER COMPLAINT PROGRAM

Does the PWS have a customer complaint program? Yes

Is the complaint program adequate? Yes

FINANCIAL CAPACITY

Is there a budget? Yes

Question	Response	Additional Info
Is the budget audited?	Yes	
Do revenues exceed expenditures?	Yes	
Is there a capital improvement plan?	Yes	
Is there a main replacement program?	Yes	

EMERGENCY RESPONSE

Is there an up-to-date emergency notification plan (ENP) on file with the Division?	Yes	
Is there an emergency response plan?	Yes	

AUXILIARY POWER

Is there auxiliary power on-site?	Yes	See Section Comment #1
Is the auxiliary power routinely tested?	Yes	
Is the auxiliary power (or standby storage) able to supply and pressurize the entire distribution system for a minimum of 8 hours for normal operation?	Yes	

MAIN DISINFECTION PROGRAM

Does the main disinfection program comply with AWWA Standards?	Yes	
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VALVE MAINTENANCE PROGRAM

Does the utility have a map of all system valves?	Yes	
Does the utility have a formal valve maintenance program?	No	See Section Comment #2

Question	Response	Additional Info
Number of valves exercised last year:	0	

FLUSHING PROGRAM

Describe the flushing program:	None exists	See Section Comment #3
Does the PWS annually flush all dead ends?	No	
Does the PWS have flushing records?	Yes	

PIPELINE SEPARATION REQUIREMENTS

Are new pipeline designs in conformance with Waterworks Standards (Title 22, CCR, Section 64572)?	Yes	
Is PWS aware of the waiver request process for designs that don't meet WWS?	Yes	

RECYCLED OR NON-POTABLE WATER DISTRIBUTION PROGRAM

Are there recycled water projects in the service area?	No	
Does the system have an approved ordinance for using recycled water?	N/A	
Are mains, hydrants, and appurtenances colored purple and easily identified? (Health and Safety Code Section 116815)	N/A	
Are annual survey tests completed for dual plumbed systems?	N/A	
Are shut down tests completed at least every 4 years?	N/A	

Question	Response	Additional Info
COMMENTS ON SYSTEM MANAGEMENT AND OPERATION (required for "no" responses)		

1) RCSD does not have on-site backup power at all its facilities. Some facilities are equipped with portable generator transfer switches. However, some facilities do not have any backup power capabilities. RCSD plans to install transfer switches and/or relocate booster stations to larger sites capable of housing on-site generators to ensure it can meet system demands during a system-wide power outage.

2) RCSD is working with its consultants, Krieger & Stewart, to develop a valve exercising program.

3) RCSD does not have a routine dead-end or main flushing program. Dead-ends or mains are flushed based on customer complaints. In 2022, 25 of the 170 dead-ends with blow-offs were flushed. There are 39 dead-ends with no blow-offs.

OPERATOR COMPLIANCE WITH STATE REQUIREMENTS
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PWS Minimum Distribution Operator Requirement:	D3
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Is the PWS in compliance with Distribution Operator requirements?	Yes
--	-----

PWS Minimum Treatment Operator Requirement:	T3
--	----

Is the PWS in compliance with Treatment Operator requirements?	Yes
---	-----

Is there an operations and maintenance (O&M) manual on file and is it up to date? (Title 22, CCR, Section 64600)	Yes
---	-----

Does the PWS utilize a SCADA system?	Yes
---	-----

Review of operators and certifications:	<i>See Appendix L - Operators</i>
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Review of PWS Treatment system classification:	<i>See Appendix M - Treatment Facility Classification Evaluation</i>
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Review of PWS Distribution system classification:	<i>See Appendix N - Distribution System Classification Evaluation</i>
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COMMENTS ON OPERATOR COMPLIANCE (required for "no" responses)
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None

Question	Response	Additional Info
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RESILIENCY AND PREPAREDNESS

EXTREME WEATHER VULNERABILITIES

What extreme weather conditions is the system susceptible to?	N/A	See Section Comment #1
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Explain extreme weather condition vulnerability:	N/A	
--	-----	--

OTHER IDENTIFIED VULNERABILITIES

Explain other identified vulnerabilities:	N/A	
---	-----	--

PREPAREDNESS

Explain the public water system's measures for preparedness:	See Section Comment #1	
--	------------------------	--

OTHER USEFUL RESOURCES

Is the water system familiar with the EPA CREAT tool for risk assessment?	No	
---	----	--

CREAT tool link:	https://www.epa.gov/crwu/build-resilience-your-utility	
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COMMENTS ON SYSTEM RESILIENCY AND PREPAREDNESS

1) RCSD responded "I don't know" to climate threats, sensitivity, and magnitude of impacts in the Climate Change Adaptation and Resiliency section of the 2022 eAR. Some of the threats in this region include drought (groundwater depletion), water quality degradation, extreme heat, and fires. RCSD should use EPA's CREAT tool to identify climate change threats that its water system is particularly vulnerable to. However, RCSD's UWMP does include a section on climate change threats and mentions capital investment in the following projects: interconnection with West Valley Water District, add new reservoirs, install new wells, increased spending in water conservation measures, and adding backup power capabilities to all its facilities.

Question	Response	Additional Info
LIST OF APPENDICIES		

A-N

A	Permit History
B	List of Active Sources
C	Water Production and Maximum Day Demand Review
D	List of Treatment Facilities
E	Leak History
F	Main Inventory
G	Pump Stations
H	Storage Reservoirs
I	Distribution Monitoring Review
J	Records Review
K	Cross-Connection Control Program Evaluation
L	Operator Review
M	Treatment Facility Classification Evaluation
N	Distribution System Classification Evaluation

LIST OF SOURCES OF REVIEW*

1	Site Inspection Photos
2	eARS submitted to the Division
3	CCRs submitted to the Division
4	Monthly/quarterly/other reports submitted to the Division
5	Permits and Previous Sanitary Surveys
6	System Files

*Files are available at the Division's District office

Report Prepared by:

Aayush

Khurana
 Digitally signed by
 Aayush Khurana
 Date: 2023.06.29
 14:55:16 -07'00'

Aayush Khurana
 Water Resource Control Engineer

Date:

6/29/2023

Table A: Permit and Amendment History (since last sanitary survey)

Last Sanitary Survey:	8/14/2020			
Permit or Amendment Number	Issue Date	Permit Description	All Conditions Followed?	If not, explain why
05-20-21PA-004	4/14/2021	Well 04 GAC treatment for PFAS and 1,2,3-TCP removal	Yes	N/A
05-20-21PA-014	6/16/2021	Well 06 GAC treatment for PFAS and 1,2,3-TCP removal	Yes	N/A
Pending	Pending	Wells 1A, 08, 18 IX treatment for PFAS removal	N/A	N/A

Table B.1: List of Active Sources, PS Codes, Type, Capacity							
Source Name	PS Code	Source Class Code	Type (Well, SW, CC, etc.)	Capacity	Units	Most recent pump test date on file?	Current DWSAP on file?
Well 02	CA3310033_002_002	CLGM	Well	850	gpm	February-2023	June-2002
¹ Well 1A	CA3310033_029_029	CLGM	Well	1300	gpm	February-2023	June-2019
Well 04	CA3310033_004_004	CLGM	Well	1240	gpm	February-2023	June-2002
Well 06	CA3310033_006_006	CLGM	Well	2210	gpm	February-2023	June-2002
¹ Well 8A	CA3310033_013_013	CLGM	Well	1150	gpm	February-2023	June-2002
¹ Well 18	CA3310033_014_014	CLGM	Well	1025	gpm	February-2023	March-2012
Jewel St. Intertie	CA3310033_027_027	OTHR	CC	Unknown	gpm	N/A- gravity fed	N/A

Notes:
¹ The capacities for Wells 1A, 8A, and 18 vary based on simultaneous operation of these wells. The capacities listed in this table are based on all three wells operating.

Table B.2: Source Capacities		
Subtotal Capacity:	7775.00	gpm
Total Capacity:	11.20	MGD
Subtotal Capacity (with Highest Source Offline):	5565.00	gpm
Total Capacity (with Highest Source Offline):	8.01	MGD

Year	Maximum Day Demand (Actual)	¹ Maximum Day Demand (Calculated)	Maximum Month (Actual)	Maximum Month Total (Actual)	Annual Demand Total (Actual)	Water sold to JCSD (% of annual production)
2022	9.99	11.78	July	243.55	2062.5	23.4
2021	6.59	7.83	July	161.86	1542.1	0
2020	7.27	8.31	August	171.64	1554.2	0
2019	7.00	7.67	August	158.61	1412.4	0
2018	² N/A	² N/A	² N/A	² N/A	² N/A	0
2017	9.00	10.97	July	226.62	2298.9	32.9
2016	10.00	12.88	June	257.69	2145.4	30.8
2015	8.92	11.63	August	240.30	2296.3	31.9
2014	9.42	11.20	July	231.47	2159.5	16.0
2013	8.25	10.29	July	212.70	2076.4	² N/A

Notes:
Information obtained from eARs submitted to the Division.
¹ Maximum Day Demand (Calculated) was estimated using maximum month total, divided by number of days in month, multiplied by 1.5 peaking factor.
² Data not available or omitted due to unreliability.

Year with Maximum Day Demand	Maximum Day Demand	Total Source Capacity	Units
2016	10.00	11.20	MG

Requirement for Capacity	Demand	Capacity	Units	Meets Requirement? (Capacity ≥ Demand)
1) Source Capacity at all times ≥ the maximum day demand (MDD)	10.00	11.20	MG	Yes
2) MDD met in the system as a whole and in each pressure zone	See Table C.4			Yes
3) 4 Hours of Peak Hourly Demand is met (for systems with ≥1,000 service connections)	2.50	1.87	MG	¹ No

Notes:
¹ While the total source capacity alone is not sufficient in meeting 4 hours of peak hourly demand, RCSD can meet the requirement with total source capacity in combination with its 6.425 MG of total storage capacity.

Pressure Zone	Est. Service Connections	Est. MDD (MGD)	Est. 4hrs PHD (MG)	Flow Capacity (MGD)	Storage Capacity (MG)	Meets Requirement? (Capacity ≥ Demand)
Atkinson	5,717	8.54	2.13	¹ 11.2	5	Yes
Hunter	952	1.42	0.36	² 1.68	1.425	Yes
Ridgeline	28	0.04	0.01	³ 0.864	0	Yes
Total	6,697	10.00	2.50	-	-	-

Notes:
¹ Total source capacity as all sources discharge into Atkinson Zone post treatment.
² Total capacity of Golden West and Mission pump stations
³ Total capacity of Ridgeline pump station

Table D: Water Treatment Facilities

Facility	Facility ID	Treatment Type	Contaminant(s) Treated	Treatment Operator Requirement	Comment
Well 02 GAC	028	GAC	1,2,3-TCP, PFAS	T2	None
Well 04 GAC	030	GAC	1,2,3-TCP, PFAS	T2	None
Well 06 GAC	031	GAC	1,2,3-TCP, PFAS	T2	None
Leland J Thompson GWTP	032	Oxidation/Filtration & Ion Exchange	Manganese, PFAS	T2	None
Anita B. Smith WTP	017	Ion Exchange	Nitrate	T3	None
Avalon Blending Station	020	Blending	Nitrate, perchlorate	T2	None

Table E: Leaks (since last sanitary survey)			
Last Sanitary Survey:	8/14/2020		
Type	2020	2021	2022
Main Breaks or Leaks	5	8	8
Service Line Breaks or Leaks	56	106	106
Water Outages	0	0	0
Boil Water Orders	0	0	0

**Information obtained from eARs submitted to the Division*

Table F: Main Inventory Table					
Material	Amount	ft. or %	Size	Class / Gage	Condition and Average Age
Plastic (PVC)	15.4	%	2-16"	N/A	17
Steel	5.3	%	2-12"	N/A	36
Ductile Iron	3.8	%	6-24"	N/A	36
Asbestos Cement	68.1	%	3-16"	N/A	48
CML/WS	2	%	2-16"	N/A	48
CML/CS	5	%	16-24"	N/A	48
TOTAL	99.8	%			

Percent of mains that are 40+ years old?:	75.30%
Percent of mains that are less than 4":	0.01%

Table G: Pump Stations

Station Name	No. of Pumps	Pump Configuration	Pump No.	Capacity (gpm)	Most recent pump test date on file?	Receives From	Delivers To	Backup Power
Golden West	2	Lead/Lag	1	² 1000	Pump 2: 1/26/2023	Atkinson Zone	Hunter Zone	No
			2	488				
Total Capacity				1,488				
Mission	1	Single pump	1	676	1/26/2023	Atkinson Zone	Hunter Zone	¹ No
Total Capacity				676				
Ridgeline	3	Lead/Lag + Rotation	1	² 200	N/A	Hunter Zone	Ridgeline Zone	Yes
			2	² 200				
			3	² 200				
Total Capacity				600				
Smith WTF	3	Lead/Lag	1	1,157	1/12/2023	Smith WTF	Atkinson Zone	No
			2	2,152				
			3	2,152				
Total Capacity				5,461				

Notes:

¹ RCSD plans to install transfer switch for connection of portable backup generator in 2023.

² Estimated- no pump test on file.

Table H.1: Storage Reservoirs						
Reservoir	Capacity (MG)	Type / Material	Receives from...	Delivers to...	Date Last Coated	Date Last Inspected
Atkinson	2	Welded Steel	Well 02, Smith WTF, Thompson GWTP	Atkinson Zone	1/1/1999	Feb-2020
Hunter	0.425	Welded Steel	Atkinson Zone (via Golden West and Mission Pump Stations)	Hunter Zone	1/1/1960	Feb-2020
Perone	1	Welded Steel	Atkinson Zone (via Golden West and Mission Pump Stations)	Hunter Zone	1/1/1992	Feb-2020
Watson	3	Welded Steel	Well 02, Smith WTF, Thompson GWTP	Atkinson Zone	1/1/1992	Feb-2020
Total Storage Capacity	6.425					

Table I.1: D/DBP Monitoring Review								
D/DBP Site	PS Code	Frequency	Sample Date	TTHM (µg/L)		HAA5 (µg/L)		Next Due
				Result	LRAA	Result	LRAA	
Site 1 - 5481 Skyloft	CA3310044_DST_801	Quarterly	4/11/2023	11	12.9	0	0	6/14/2023
Site 2 - 4440 Palamina	CA3310044_DST_802	Quarterly	4/11/2023	7.1	8.3	0	0	6/14/2023
Site 3 - 7480 Cascade	CA3310044_DST_803	Quarterly	4/11/2023	7.5	8.1	0	0	6/14/2023
Site 4 - 3873 Driving Range	CA3310044_DST_804	Quarterly	4/11/2023	5.3	6.7	0	0	6/14/2023

Table I.2: Lead and Copper Monitoring Review						
Date of Monitoring	No. of Samples Taken	No. of Samples Required	90th Percentile Lead (mg/L)	90th Percentile Copper (mg/L)	Lead Consumer Notification Completed?	Comments
07/13-17/2020	31	30	0	0.55	Yes	Next round due in 2023 (6/1-9/30)

Table J: Record Retention		
Type	Requirement	Meets Requirement?
Backflow device tests and maintenance (17 CCR 7605 (f))	≥3 years	Yes
Distribution bacteriological analysis (22 CCR 64423.1 (d))	5 years	Yes
Source Microbiological and turbidity analysis (22 CCR 64470 (b)(1))	5 years	Yes
Source chemical analysis (22 CCR 64470 (b)(1))	10 years	Yes
Water system complaints (22 CCR 64470 (a))	5 years	Yes
Records of corrective action (22 CCR 64470 (b)(2))	≥3 years after final action	Yes
Sanitary survey reports /summaries /communication (22 CCR 64470 (b)(3))	10 years	Yes
Variances (22 CCR 64470 (b)(4))	5 years	Yes
Tier 1/2/3 Notices (22 CCR 64470 (b)(5))	3 years	Yes
Consumer confidence report (22 CCR 64483 (g))	≥3 years	Yes
Source Monitoring Plans (22 CCR 64470 (b)(6))	10 years	N/A
Distribution Bacteriological Monitoring Plan (22 CCR 64470 (b)(6))	10 years	Yes
Distribution TTHM / HAA5/ MRDL Results and Monitoring Plans (22 CCR 64470 (b)(6);22 CCR 64537 (e))	10 years	Yes
Main/Reservoir/Well Disinfection, Main Flushing, Reservoir Inspection and Cleaning (22 CCR 64604 (c))	≥3 years	Yes
Treatment Plant Records (22 CCR 64662 (b))	≥3 years	Yes
Distribution Lead and Copper analysis and records (22 CCR 64690.80)	2 Compliance Cycles (18 Years)	Yes

State of California
State Water Resources Control Board

Division of Drinking Water
Riverside District

CROSS-CONNECTION CONTROL PROGRAM EVALUATION

System Name: Rubidoux CSD

Number: CA3310044

CCCPE Date: 04/6/2023

Prior CCCPE Date: 06/22/2020

DDW Engineer: Aayush Khurana

Cross Connection Contact Persons: Benny Manrique, Miguel Valdez

I. GENERAL

A. DOES UTILITY HAVE AN ACTIVE CROSS-CONNECTION CONTROL PROGRAM THAT MEETS TITLE 17 REQUIREMENTS? Yes (X) No ()

B. HOW IS PROGRAM ADMINISTERED?

In house (X)

By contract with (specify) ()

Coordinated with (specify) ()

Name of Administrator: Benny Manrique

II. ELEMENTS OF A CROSS-CONNECTION CONTROL PROGRAM

A. ORDINANCE OR RULES OF SERVICE
Has utility adopted an enforceable, DDW-approved Cross-Connection Control Ordinance or rules of service? Yes (X) No ()

Comments? Ordinance 86, dated December 15, 1988

B. CROSS CONNECTION SURVEY

1. Has a priority list for inspecting customer's premises been established? Yes (X) No ()

2. Has an initial survey been conducted to determine specific cross-connection control hazards and the need for backflow protection? Yes (X) No ()

3. Are premises periodically reevaluated (follow-up survey for backflow hazards)? Yes (X) No ()

4. Are new services, enlarging existing services and changing of occupant reviewed to establish the need for backflow protection? Yes (X) No ()

C. PROVISIONS FOR BACKFLOW PROTECTION

1. How is backflow protection provided?

- Premises isolation (X)- After Meter
- Internal protection ()
- Combination ()

2. Who is responsible for installation of devices?

- Water Purveyor ()
- Water User (X)
- Both ()
- Other ()

3. If the user is responsible for installation of devices, is a list of approved backflow devices provided to the user? Yes (X) No ()

What is the source of that list? USC List and assistance from Benny Manrique

4. Is the installation of approved backflow devices inspected to determine if they have proper clearance, drainage and security as specified in Section 7603? Yes (X) No ()

By whom? Benny Manrique

5. Are users, who are in noncompliance with the cross-connection policy, given written notice to make corrections? Yes (X) No ()

6. Describe procedures followed when corrections are not made. Send reminder letter. Shutoff water if refused by 14 days

D. PROGRAM MANAGEMENT

1. Does the utility employ or contract with at least one person trained in cross-connection control? (DDW-approved Cross-Connection Control Specialist?) Yes () No (X)

List the personnel employed by or under contract to the water utility with expertise and authority to conduct cross-connection control surveys and carry out the cross-connection program.

Name and Phone No.	Education, Training, Experience
Benny Manrique, 951-684-7580 EXT 1264	AWWA Cross-Connection Control Specialist #03480 AWWA Certified Backflow Device Tester #18912

E. DEVICE TESTING AND MAINTENANCE

1. Are all backflow devices tested at least annually? Yes (X) No ()

Number of backflow devices in system: 538 as of 12/31/2022
Number of devices installed during past year: 21
Number of devices tested during the past year: 522 (16 inactive)

Comments: North Star program used to track backflow prevention device locations, addresses, letters for testing. Excel file used to track testing history

2. Backflow devices are tested by:

Water Purveyor ()
Water User (X)
Both ()
Other ()

Comments: RCSD tests device if user fails to do it.

3. Are the devices tested by certified backflow device testers? Yes (X) No ()
4. If the user is responsible for testing of devices, is a list of certified testers provided? Yes (X) No ()

5. Backflow devices are maintained by:

Water purveyor ()
Water User (X)
Both ()
Other ()

6. Are follow-up inspections conducted to determine compliance with testing and maintenance requirements? Yes (X) No ()

By whom? RCSD

F. RECORDS

1. Are records of installation, inspection and testing maintained? Yes (X) No ()

By whom? (All water utilities which belong to contract program should have copies of these records).

G. OTHER

1. Does utility have an up to date copy of the Green Manual? Yes (X) No ()

Comments: Version 2018

H. RECYCLED WATER

1. Does utility have recycled water use sites? Yes () No (X)
2. Does utility conduct annual inspections of recycled water use sites? Yes () No (X)
3. Does utility conduct cross connection tests of recycled water use sites? Yes () No (X)

III. DEGREE OF PROTECTION

A. What type of backflow protection devices are installed in water system for the following situations?

Facility	N/A	AG	RPP	DC	Other	None
			X			
Bottling Plants/Breweries			X			
Building (multi story – 5 plus floors)			X			
Food Processing (except restaurants)			X			
Chemical Plants			X			
Cold Storage Plant			X			
Dairies			X			
Film Processing			X			
Laundry & Dye works			X			
Medical Buildings (clinics, hospitals, mortuary)			X			
Metal Processing			X			
Petroleum & Gas Handling			X			
Paper & Pulp Products			X			
Plating Facilities			X			
Power/Heating/Air Conditioning Plants			X			
Pumping of Liquids						
(a) Chemical Laundry			X			
(b) Water Tank Trucks		X				
(c) Carpet Cleaner Trucks		X				
(d) Pesticide Trucks		X				
RV Dump Stations			X			
Recycled Water Systems						
(a) Car Wash Facilities			X			
(b) Cooling Towers			X			
(c) Log Decks			X			
(d) Ornamental Fountains			X			
Restricted/Classified or Other Closed Facilities			X			
Rubber Plants			X			
Solar Heating Installations						X
Sand & Gravel Plants			X			
Schools/Colleges						
(a) Laboratory Facilities			X			
(b) Boiler Plant			X			
Sewage Treatment & Pumping Plants			X			
Waterfront Facilities						
(a) Marinas			X			
(b) Docks & Piers			X			

B. What type of backflow protection devices are installed in water system for the following situations?

Facility	N/A	AG	RPP	DC	Other	None
			X			
Sewage treatment plants			X			
Sewage lift stations			X			
Reclaimed water systems						
Supplement by public water supply			X			
Separated from system			X			
Irrigation systems						
Landscape					X	
Agricultural			X			
With chemical injection			X			
Unapproved auxiliary water systems (i.e. wells, ponds, etc.)						
Interconnected with Water system			X			
Separated from Water System			X			
Docks and piers						
Industrial plants with internal hazards			X			
Hospitals and clinics			X			
Laboratories			X			
Premises with restricted Access			X			
Fire system connected to water system						
W/Unapproved water supply on premise but not connected					X	
Connected to public water supply and interconnected to Unapproved auxiliary supply		X				
Supplies from water system with on-site private storage or fire pumps					X	
Water Trucks		X				
Sewer flushing operations			X			
Other						

V. OVERALL PROGRAM EVALUATION

DDW finds that the program is adequately administered, but could use the following improvements:

- Use a more thorough/reliable tracking mechanism for backflow testing. Currently, an excel sheet is maintained which only shows previous test date, and used to track current year’s testing. Hard copies maintained for past 3 years of backflow testing records. North-star (billing software) used for keeping track of device locations and customer details.
- Verify backflow tester certificates on AWWA or other certificate-issuing agency websites.
- Maintain copies of letters/notices issued to customers for late testing, shutoffs, etc.
- In the excel tracking spreadsheet, ~8 backflow devices were unaccounted for (missing customer information, device information, or previous test dates). Confirm the location and status of these devices and test if necessary.
- Update Ordinance 86. Ordinance 86 is dated December 15, 1988, and may not reflect District’s current enforcement policies.

Table L.1: Distribution Operators					
Name	Operator Number	Chief or Shift	Distribution Classification	Expiration Date	Meets Requirement?
Benny Manrique	40316	X	2	8/1/2023	Yes
Miguel Valdez	30204	C	4	12/1/2024	Yes
Marcos Salas	44424	S	2	11/1/2025	Yes
Jeffrey Thieme	39326	S	2	2/1/2025	Yes
Jim Ulloa	50508	S	2	4/1/2025	Yes
Paul Moreno	27966	S	3	3/1/2024	Yes
Leland Bugbee	7280	X	4	12/1/2024	Yes
Kenneth Lockwood	34272	S	1	4/1/2023	Yes
Michael Gonzales	30560	S	4	10/1/2023	Yes
Jesus Aguirre	36816	S	5	11/1/2023	Yes
Jose Lopez	32513	X	1	4/1/2025	Yes
Hunter Fike	50524	X	1	11/1/2024	Yes
Eduardo Martinez	30414	S	2	5/1/2025	Yes
Silvano Aguilera	32701	S	4	12/1/2024	Yes
Marco Antonio Gomez	52463	S	2	12/1/2025	Yes

Table L.2: Treatment Operators					
Name	Operator Number	Chief or Shift	Treatment Classification	Expiration Date	Meets Requirement?
Miguel Valdez	25315	X	2	7/1/2025	Yes
Paul Moreno	26093	S	1	8/1/2025	Yes
Benny Manrique	43539	S	2	12/1/2025	Yes
Marcos Salas	36944	S	2	1/1/2025	Yes
Jim Ulloa	44331	S	1	5/1/2024	Yes
Jesus Aguirre	32520	S	3	8/1/2024	Yes
Leland Bugbee	19610	C	3	7/1/2025	Yes
Silvano Aguilera	28836	S	2	8/1/2023	Yes
Marco Antonio Gomez	43874	S	1	1/1/2026	Yes

Section 64413.1 Classification of Water Treatment Facilities

Table 64413.1-A Water Treatment Facility Class Designation

Total Points	Class
Less than 20	T1
20 though 39	T2
40 through 59	T3
60 through 79	T4
80 or more	T5

36 Points

Section 64413.1(b). The calculation of total points for each water treatment facility shall be the sum of the points derived in each of paragraphs (1) through (13) except where a treatment facility treats more than one source, in which case the source with the highest average of each contaminant shall be used to determine the point value in paragraphs (2) through (5).

Section 63750.85. "Water treatment facility" means a group or assemblage of structures, equipment, and processes that treat or condition a water supply, affecting the physical, chemical, or bacteriological quality of water distributed or otherwise offered to the public for domestic use by a public water system as defined in Health and Safety Code Section 116275. Facilities consisting of only disinfection for which no Giardia or virus reduction is required pursuant to Section 64654(a) are not included as water treatment facilities.

INSTRUCTIONS: For each paragraph item that applies to the system, place the proper Point Value in the calculation box. For paragraphs (1), (2), (3), (4), (7), (8), (9), (12), and (13), select one calculation only (whichever is higher) for each paragraph. For paragraphs (5), (6), (10), and (11), select all calculations that apply for each paragraph. Total the calculations and determine the system's classification.

Paragraph	Point Value	Calculation	Notes
(1) Source Water Used by Facility			
Groundwater and/or purchased treated water meeting primary and secondary drinking water standards, as defined in Section 116275 of the HSC	2	2	Groundwater
Water that includes any surface water or groundwater under the direct influence of surface water	5		
(2) Influent Water Microbiological Quality, Median Coliform Density, Most Probable Number Index (MPN) (a)			
Less than 1 per 100 mL	0	0	No coliform issues
1 through 100 per 100 mL	2		
Greater than 100 through 1,000 per 100 mL	4		
Greater than 1,000 through 10,000 per 100 mL	5		
Greater than 10,000 per 100 mL	8		
(3) Influent Water Turbidity, Maximum Influent Turbidity Level, Nephelometric Turbidity Units (NTU) (b)			
Less than 15	0	0	N/A
15 through 100	2		
Greater than 100	5		
(4) Influent Water Perchlorate, Nitrate and Nitrite; Perchlorate, Nitrate and Nitrite Data Average			
Less than or equal to the MCL as specified in Table 64431-A	0		Nitrate, perchlorate
Greater than the MCL	5	10	
(5) Influent Water Chemical and Radiological Contamination, Contaminant Data Average (c)			
Less than or equal to the MCL	0		123TCP (5x MCL)
Greater than the MCL	2		
5 times the MCL or greater	5	5	
(6) Surface Water Filtration Treatment			
Conventional, direct, or inline	15		N/A
Diatomaceous earth	12		
Slow sand, membrane, cartridge, or bag filter	8		
Backwash recycled as part of process	5	0	
(7) The points for each treatment process utilized by the facility and not included in paragraph (6) that is used to reduce the concentration of one or more contaminants for which a primary MCL exists, pursuant to Table 64431-A, Table 64444-A, and Tables 64442 and 64443, shall be 10. Blending shall only be counted as a treatment process if one of the blended sources exceeds a primary MCL.	10	10	
(8) The points for each treatment process not included in paragraphs (6) or (7) that is used to reduce the concentration of one or more contaminants for which a secondary MCL exists, pursuant to Tables 64449-A and 64449-B, shall be 3. Blending shall only be counted as a treatment process if one of the blended sources exceeds a secondary MCL.	3	0	N/A
(9) The points for each treatment process not included in paragraphs (6), (7), or (8) that is used for corrosion control or fluoridation shall be 3.	3	0	N/A
(10) Disinfection Treatment			
Ozone	10		N/A
Chlorine and/or chloramine	10		
Chlorine dioxide	10		
Ultra violet (UV)	7		
(11) Disinfection/Oxidation Treatment without Inactivation Credit			
Ozone	5		Chlorine
Chlorine and/or chloramine	5	5	
Chlorine dioxide	5		
Ultra violet (UV)	3		
Other oxidants	5		
(12) The points for any other treatment process that alters the physical or chemical characteristics of the drinking water and that was not included in paragraphs (6), (7), (8), (9), (10), or (11) shall be 3.	3	0	
(13) The points for facility flow shall be 2 per million gallons per day or fraction thereof of maximum permitted treatment facility capacity, up to a maximum of 50 points; except that for facilities utilizing only blending, the points shall be based on the flow from the contaminated source and the dilution flow required to meet the MCL(s) specified in Tables 64431-A, 64444-A, 64449-A, 64449-B, 64442, and 64443.	50 max	4	850 1.224
Total Points		36	

(a) Median of all total coliform analyses completed in the previous 24 months.

(b) For facilities treating surface water or groundwater under the direct influence of surface water, based on the previous 24 months of data, except that if turbidity data is missing for one or more of the months, the points given for turbidity shall be 5. The maximum influent turbidity sustained for at least one hour according to an on-line turbidimeter shall be used unless such data is not available, in which case, the maximum influent turbidity identified by grab sample shall be used. For facilities that have not been in operation for 24 months, the available data shall be used. For facilities whose permit specifies measures to ensure that influent turbidity will not exceed a specified level, the points corresponding to that level shall be assigned.

(c) The points for influent water perchlorate, nitrate, or nitrite levels shall be determined by an average of the three most recent sample results. The points assigned should be the sum of the points for each contaminant.

(d) The points for other influent water contaminants with primary MCLs shall be a sum of the points for each of the inorganic contaminants (Table 64431-A), organic contaminants (Table 64444-A) and radionuclides (Table 4, Section 64443). The points for each contaminant shall be based on an average of the three most recent sample results. If monitoring for a contaminant has been waived pursuant to Sections 64432(k), 64432.2(c) or 64445(d), the points shall be zero for that contaminant.

Section 64413.1 Classification of Water Treatment Facilities

Table 64413.1-A Water Treatment Facility Class Designation

Total Points	Class
Less than 20	T1
20 though 39	T2
40 through 59	T3
60 through 79	T4
80 or more	T5

21 Points

Section 64413.1(b). The calculation of total points for each water treatment facility shall be the sum of the points derived in each of paragraphs (1) through (13) except where a treatment facility treats more than one source, in which case the source with the highest average of each contaminant shall be used to determine the point value in paragraphs (2) through (5).

Section 63750.85. "Water treatment facility" means a group or assemblage of structures, equipment, and processes that treat or condition a water supply, affecting the physical, chemical, or bacteriological quality of water distributed or otherwise offered to the public for domestic use by a public water system as defined in Health and Safety Code Section 116275. Facilities consisting of only disinfection for which no Giardia or virus reduction is required pursuant to Section 64654(a) are not included as water treatment facilities.

INSTRUCTIONS: For each paragraph item that applies to the system, place the proper Point Value in the calculation box. For paragraphs (1), (2), (3), (4), (7), (8), (9), (12), and (13), select one calculation only (whichever is higher) for each paragraph. For paragraphs (5), (6), (10), and (11), select all calculations that apply for each paragraph. Total the calculations and determine the system's classification.

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Water that includes any surface water or groundwater under the direct influence of surface water	5		
(2) Influent Water Microbiological Quality, Median Coliform Density, Most Probable Number Index (MPN) (a)			
Less than 1 per 100 mL	0	0	No coliform issues
1 through 100 per 100 mL	2		
Greater than 100 through 1,000 per 100 mL	4		
Greater than 1,000 through 10,000 per 100 mL	5		
Greater than 10,000 per 100 mL	8		
(3) Influent Water Turbidity, Maximum Influent Turbidity Level, Nephelometric Turbidity Units (NTU) (b)			
Less than 15	0	0	N/A
15 through 100	2		
Greater than 100	5		
(4) Influent Water Perchlorate, Nitrate and Nitrite; Perchlorate, Nitrate and Nitrite Data Average			
Less than or equal to the MCL as specified in Table 64431-A	0	0	Nitrate, perchlorate
Greater than the MCL	5		
(5) Influent Water Chemical and Radiological Contamination, Contaminant Data Average (c)			
Less than or equal to the MCL	0	0	123-TCP
Greater than the MCL	2		
5 times the MCL or greater	5		
(6) Surface Water Filtration Treatment			
Conventional, direct, or inline	15		N/A
Diatomaceous earth	12		
Slow sand, membrane, cartridge, or bag filter	8		
Backwash recycled as part of process	5	0	
(7) The points for each treatment process utilized by the facility and not included in paragraph (6) that is used to reduce the concentration of one or more contaminants for which a primary MCL exists, pursuant to Table 64431-A, Table 64444-A, and Tables 64442 and 64443, shall be 10. Blending shall only be counted as a treatment process if one of the blended sources exceeds a primary MCL.	10	10	
(8) The points for each treatment process not included in paragraphs (6) or (7) that is used to reduce the concentration of one or more contaminants for which a secondary MCL exists, pursuant to Tables 64449-A and 64449-B, shall be 3. Blending shall only be counted as a treatment process if one of the blended sources exceeds a secondary MCL.	3	0	N/A
(9) The points for each treatment process not included in paragraphs (6), (7), or (8) that is used for corrosion control or fluoridation shall be 3.	3	0	N/A
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Ozone	10		N/A
Chlorine and/or chloramine	10		
Chlorine dioxide	10		
Ultra violet (UV)	7		
(11) Disinfection/Oxidation Treatment without Inactivation Credit			
Ozone	5		Chlorine
Chlorine and/or chloramine	5	5	
Chlorine dioxide	5		
Ultra violet (UV)	3		
Other oxidants	5		
(12) The points for any other treatment process that alters the physical or chemical characteristics of the drinking water and that was not included in paragraphs (6), (7), (8), (9), (10), or (11) shall be 3.	3	0	
(13) The points for facility flow shall be 2 per million gallons per day or fraction thereof of maximum permitted treatment facility capacity, up to a maximum of 50 points; except that for facilities utilizing only blending, the points shall be based on the flow from the contaminated source and the dilution flow required to meet the MCL(s) specified in Tables 64431-A, 64444-A, 64449-A, 64449-B, 64442, and 64443.	50 max	4	1100 1.584
Total Points		21	

(a) Median of all total coliform analyses completed in the previous 24 months.

(b) For facilities treating surface water or groundwater under the direct influence of surface water, based on the previous 24 months of data, except that if turbidity data is missing for one or more of the months, the points given for turbidity shall be 5. The maximum influent turbidity sustained for at least one hour according to an on-line turbidimeter shall be used unless such data is not available, in which case, the maximum influent turbidity identified by grab sample shall be used. For facilities that have not been in operation for 24 months, the available data shall be used. For facilities whose permit specifies measures to ensure that influent turbidity will not exceed a specified level, the points corresponding to that level shall be assigned.

(c) The points for influent water perchlorate, nitrate, or nitrite levels shall be determined by an average of the three most recent sample results. The points assigned should be the sum of the points for each contaminant.

(d) The points for other influent water contaminants with primary MCLs shall be a sum of the points for each of the inorganic contaminants (Table 64431-A), organic contaminants (Table 64444-A) and radionuclides (Table 4, Section 64443). The points for each contaminant shall be based on an average of the three most recent sample results. If monitoring for a contaminant has been waived pursuant to Sections 64432(k), 64432.2(c) or 64445(d), the points shall be zero for that contaminant.

Section 64413.1 Classification of Water Treatment Facilities

Table 64413.1-A Water Treatment Facility Class Designation

Total Points	Class
Less than 20	T1
20 through 39	T2
40 through 59	T3
60 through 79	T4
80 or more	T5

23 Points

Section 64413.1(b). The calculation of total points for each water treatment facility shall be the sum of the points derived in each of paragraphs (1) through (13) except where a treatment facility treats more than one source, in which case the source with the highest average of each contaminant shall be used to determine the point value in paragraphs (2) through (5).

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(3) Influent Water Turbidity, Maximum Influent Turbidity Level, Nephelometric Turbidity Units (NTU) (b)			
Less than 15	0	0	N/A
15 through 100	2		
Greater than 100	5		
(4) Influent Water Perchlorate, Nitrate and Nitrite; Perchlorate, Nitrate and Nitrite Data Average			
Less than or equal to the MCL as specified in Table 64431-A	0	0	Nitrate, perchlorate
Greater than the MCL	5		
(5) Influent Water Chemical and Radiological Contamination, Contaminant Data Average (c)			
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5 times the MCL or greater	5		
(6) Surface Water Filtration Treatment			
Conventional, direct, or inline	15		N/A
Diatomaceous earth	12		
Slow sand, membrane, cartridge, or bag filter	8		
Backwash recycled as part of process	5	0	
(7) The points for each treatment process utilized by the facility and not included in paragraph (6) that is used to reduce the concentration of one or more contaminants for which a primary MCL exists, pursuant to Table 64431-A, Table 64444-A, and Tables 64442 and 64443, shall be 10. Blending shall only be counted as a treatment process if one of the blended sources exceeds a primary MCL.	10	10	
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Chlorine dioxide	10		
Ultra violet (UV)	7		
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Ozone	5		Chlorine
Chlorine and/or chloramine	5	5	
Chlorine dioxide	5		
Ultra violet (UV)	3		
Other oxidants	5		
(12) The points for any other treatment process that alters the physical or chemical characteristics of the drinking water and that was not included in paragraphs (6), (7), (8), (9), (10), or (11) shall be 3.	3	0	
(13) The points for facility flow shall be 2 per million gallons per day or fraction thereof of maximum permitted treatment facility capacity, up to a maximum of 50 points; except that for facilities utilizing only blending, the points shall be based on the flow from the contaminated source and the dilution flow required to meet the MCL(s) specified in Tables 64431-A, 64444-A, 64449-A, 64449-B, 64442, and 64443.	50 max	6	1950 2.808
Total Points		23	

(a) Median of all total coliform analyses completed in the previous 24 months.

(b) For facilities treating surface water or groundwater under the direct influence of surface water, based on the previous 24 months of data, except that if turbidity data is missing for one or more of the months, the points given for turbidity shall be 5. The maximum influent turbidity sustained for at least one hour according to an on-line turbidimeter shall be used unless such data is not available, in which case, the maximum influent turbidity identified by grab sample shall be used. For facilities that have not been in operation for 24 months, the available data shall be used. For facilities whose permit specifies measures to ensure that influent turbidity will not exceed a specified level, the points corresponding to that level shall be assigned.

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28 Points

Section 64413.1(b). The calculation of total points for each water treatment facility shall be the sum of the points derived in each of paragraphs (1) through (13) except where a treatment facility treats more than one source, in which case the source with the highest average of each contaminant shall be used to determine the point value in paragraphs (2) through (5).

Section 63750.85. "Water treatment facility" means a group or assemblage of structures, equipment, and processes that treat or condition a water supply, affecting the physical, chemical, or bacteriological quality of water distributed or otherwise offered to the public for domestic use by a public water system as defined in Health and Safety Code Section 116275. Facilities consisting of only disinfection for which no Giardia or virus reduction is required pursuant to Section 64654(a) are not included as water treatment facilities.

INSTRUCTIONS: For each paragraph item that applies to the system, place the proper Point Value in the calculation box. For paragraphs (1), (2), (3), (4), (7), (8), (9), (12), and (13), select one calculation only (whichever is higher) for each paragraph. For paragraphs (5), (6), (10), and (11), select all calculations that apply for each paragraph. Total the calculations and determine the system's classification.

Paragraph	Point Value	Calculation	Notes
(1) Source Water Used by Facility			
Groundwater and/or purchased treated water meeting primary and secondary drinking water standards, as defined in Section 116275 of the HSC	2	2	Groundwater
Water that includes any surface water or groundwater under the direct influence of surface water	5		
(2) Influent Water Microbiological Quality, Median Coliform Density, Most Probable Number Index (MPN) (a)			
Less than 1 per 100 mL	0	0	No coliform issues
1 through 100 per 100 mL	2		
Greater than 100 through 1,000 per 100 mL	4		
Greater than 1,000 through 10,000 per 100 mL	5		
Greater than 10,000 per 100 mL	8		
(3) Influent Water Turbidity, Maximum Influent Turbidity Level, Nephelometric Turbidity Units (NTU) (b)			
Less than 15	0	0	N/A
15 through 100	2		
Greater than 100	5		
(4) Influent Water Perchlorate, Nitrate and Nitrite; Perchlorate, Nitrate and Nitrite Data Average			
Less than or equal to the MCL as specified in Table 64431-A	0	0	
Greater than the MCL	5		
(5) Influent Water Chemical and Radiological Contamination, Contaminant Data Average (c)			
Less than or equal to the MCL	0		None
Greater than the MCL	2	0	
5 times the MCL or greater	5		
(6) Surface Water Filtration Treatment			
Conventional, direct, or inline	15		N/A
Diatomaceous earth	12		
Slow sand, membrane, cartridge, or bag filter	8		
Backwash recycled as part of process	5	0	
(7) The points for each treatment process utilized by the facility and not included in paragraph (6) that is used to reduce the concentration of one or more contaminants for which a primary MCL exists, pursuant to Table 64431-A, Table 64444-A, and Tables 64442 and 64443, shall be 10. Blending shall only be counted as a treatment process if one of the blended sources exceeds a primary MCL.	10	0	
(8) The points for each treatment process not included in paragraphs (6) or (7) that is used to reduce the concentration of one or more contaminants for which a secondary MCL exists, pursuant to Tables 64449-A and 64449-B, shall be 3. Blending shall only be counted as a treatment process if one of the blended sources exceeds a secondary MCL.	3	3	Oxidation/ Filtration for Manganese
(9) The points for each treatment process not included in paragraphs (6), (7), or (8) that is used for corrosion control or fluoridation shall be 3.	3	0	N/A
(10) Disinfection Treatment			
Ozone	10		N/A
Chlorine and/or chloramine	10		
Chlorine dioxide	10		
Ultra violet (UV)	7		
(11) Disinfection/Oxidation Treatment without Inactivation Credit			
Ozone	5		Chlorine
Chlorine and/or chloramine	5	5	
Chlorine dioxide	5		
Ultra violet (UV)	3		
Other oxidants	5		
(12) The points for any other treatment process that alters the physical or chemical characteristics of the drinking water and that was not included in paragraphs (6), (7), (8), (9), (10), or (11) shall be 3.	3	6	Dechlorination, Ion Exchange
(13) The points for facility flow shall be 2 per million gallons per day or fraction thereof of maximum permitted treatment facility capacity, up to a maximum of 50 points; except that for facilities utilizing only blending, the points shall be based on the flow from the contaminated source and the dilution flow required to meet the MCL(s) specified in Tables 64431-A, 64444-A, 64449-A, 64449-B, 64442, and 64443.	50 max	12	7344 5.1
Total Points		28	

(a) Median of all total coliform analyses completed in the previous 24 months.

(b) For facilities treating surface water or groundwater under the direct influence of surface water, based on the previous 24 months of data, except that if turbidity data is missing for one or more of the months, the points given for turbidity shall be 5. The maximum influent turbidity sustained for at least one hour according to an on-line turbidimeter shall be used unless such data is not available, in which case, the maximum influent turbidity identified by grab sample shall be used. For facilities that have not been in operation for 24 months, the available data shall be used. For facilities whose permit specifies measures to ensure that influent turbidity will not exceed a specified level, the points corresponding to that level shall be assigned.

(c) The points for influent water perchlorate, nitrate, or nitrite levels shall be determined by an average of the three most recent sample results. The points assigned should be the sum of the points for each contaminant.

(d) The points for other influent water contaminants with primary MCLs shall be a sum of the points for each of the inorganic contaminants (Table 64431-A), organic contaminants (Table 64444-A) and radionuclides (Table 4, Section 64443). The points for each contaminant shall be based on an average of the three most recent sample results. If monitoring for a contaminant has been waived pursuant to Sections 64432(k), 64432.2(c) or 64445(d), the points shall be zero for that contaminant.

Section 64413.1 Classification of Water Treatment Facilities

Table 64413.1-A Water Treatment Facility Class Designation

Total Points	Class
Less than 20	T1
20 through 39	T2
40 through 59	T3
60 through 79	T4
80 or more	T5

41 Points

Section 64413.1(b). The calculation of total points for each water treatment facility shall be the sum of the points derived in each of paragraphs (1) through (13) except where a treatment facility treats more than one source, in which case the source with the highest average of each contaminant shall be used to determine the point value in paragraphs (2) through (5).

Section 63750.85. "Water treatment facility" means a group or assemblage of structures, equipment, and processes that treat or condition a water supply, affecting the physical, chemical, or bacteriological quality of water distributed or otherwise offered to the public for domestic use by a public water system as defined in Health and Safety Code Section 116275. Facilities consisting of only disinfection for which no Giardia or virus reduction is required pursuant to Section 64654(a) are not included as water treatment facilities.

INSTRUCTIONS: For each paragraph item that applies to the system, place the proper Point Value in the calculation box. For paragraphs (1), (2), (3), (4), (7), (8), (9), (12), and (13), select one calculation only (whichever is higher) for each paragraph. For paragraphs (5), (6), (10), and (11), select all calculations that apply for each paragraph. Total the calculations and determine the system's classification.

Paragraph	Point Value	Calculation	Notes
(1) Source Water Used by Facility			
Groundwater and/or purchased treated water meeting primary and secondary drinking water standards, as defined in Section 116275 of the HSC	2	2	Groundwater
Water that includes any surface water or groundwater under the direct influence of surface water	5		
(2) Influent Water Microbiological Quality, Median Coliform Density, Most Probable Number Index (MPN) (a)			
Less than 1 per 100 mL	0	0	No coliform issues
1 through 100 per 100 mL	2		
Greater than 100 through 1,000 per 100 mL	4		
Greater than 1,000 through 10,000 per 100 mL	5		
Greater than 10,000 per 100 mL	8		
(3) Influent Water Turbidity, Maximum Influent Turbidity Level, Nephelometric Turbidity Units (NTU) (b)			
Less than 15	0	0	N/A
15 through 100	2		
Greater than 100	5		
(4) Influent Water Perchlorate, Nitrate and Nitrite; Perchlorate, Nitrate and Nitrite Data Average			
Less than or equal to the MCL as specified in Table 64431-A	0	0	Nitrate, perchlorate
Greater than the MCL	5		
(5) Influent Water Chemical and Radiological Contamination, Contaminant Data Average (c)			
Less than or equal to the MCL	0		None
Greater than the MCL	2	0	
5 times the MCL or greater	5		
(6) Surface Water Filtration Treatment			
Conventional, direct, or inline	15		N/A
Diatomaceous earth	12		
Slow sand, membrane, cartridge, or bag filter	8		
Backwash recycled as part of process	5	0	
(7) The points for each treatment process utilized by the facility and not included in paragraph (6) that is used to reduce the concentration of one or more contaminants for which a primary MCL exists, pursuant to Table 64431-A, Table 64444-A, and Tables 64442 and 64443, shall be 10. Blending shall only be counted as a treatment process if one of the blended sources exceeds a primary MCL.	10	20	
(8) The points for each treatment process not included in paragraphs (6) or (7) that is used to reduce the concentration of one or more contaminants for which a secondary MCL exists, pursuant to Tables 64449-A and 64449-B, shall be 3. Blending shall only be counted as a treatment process if one of the blended sources exceeds a secondary MCL.	3	0	N/A
(9) The points for each treatment process not included in paragraphs (6), (7), or (8) that is used for corrosion control or fluoridation shall be 3.	3	0	N/A
(10) Disinfection Treatment			
Ozone	10		N/A
Chlorine and/or chloramine	10		
Chlorine dioxide	10		
Ultra violet (UV)	7		
(11) Disinfection/Oxidation Treatment without Inactivation Credit			
Ozone	5		Chlorine
Chlorine and/or chloramine	5	5	
Chlorine dioxide	5		
Ultra violet (UV)	3		
Other oxidants	5		
(12) The points for any other treatment process that alters the physical or chemical characteristics of the drinking water and that was not included in paragraphs (6), (7), (8), (9), (10), or (11) shall be 3.	3	0	
(13) The points for facility flow shall be 2 per million gallons per day or fraction thereof of maximum permitted treatment facility capacity, up to a maximum of 50 points; except that for facilities utilizing only blending, the points shall be based on the flow from the contaminated source and the dilution flow required to meet the MCL(s) specified in Tables 64431-A, 64444-A, 64449-A, 64449-B, 64442, and 64443.	50 max	14	4500 6.48
Total Points		41	

(a) Median of all total coliform analyses completed in the previous 24 months.

(b) For facilities treating surface water or groundwater under the direct influence of surface water, based on the previous 24 months of data, except that if turbidity data is missing for one or more of the months, the points given for turbidity shall be 5. The maximum influent turbidity sustained for at least one hour according to an on-line turbidimeter shall be used unless such data is not available, in which case, the maximum influent turbidity identified by grab sample shall be used. For facilities that have not been in operation for 24 months, the available data shall be used. For facilities whose permit specifies measures to ensure that influent turbidity will not exceed a specified level, the points corresponding to that level shall be assigned.

(c) The points for influent water perchlorate, nitrate, or nitrite levels shall be determined by an average of the three most recent sample results. The points assigned should be the sum of the points for each contaminant.

(d) The points for other influent water contaminants with primary MCLs shall be a sum of the points for each of the inorganic contaminants (Table 64431-A), organic contaminants (Table 64444-A) and radionuclides (Table 4, Section 64443). The points for each contaminant shall be based on an average of the three most recent sample results. If monitoring for a contaminant has been waived pursuant to Sections 64432(k), 64432.2(c) or 64445(d), the points shall be zero for that contaminant.

Section 64413.1 Classification of Water Treatment Facilities

Table 64413.1-A Water Treatment Facility Class Designation

Total Points	Class
Less than 20	T1
20 though 39	T2
40 through 59	T3
60 through 79	T4
80 or more	T5

33 Points

Section 64413.1(b). The calculation of total points for each water treatment facility shall be the sum of the points derived in each of paragraphs (1) through (13) except where a treatment facility treats more than one source, in which case the source with the highest average of each contaminant shall be used to determine the point value in paragraphs (2) through (5).

Section 63750.85. "Water treatment facility" means a group or assemblage of structures, equipment, and processes that treat or condition a water supply, affecting the physical, chemical, or bacteriological quality of water distributed or otherwise offered to the public for domestic use by a public water system as defined in Health and Safety Code Section 116275. Facilities consisting of only disinfection for which no Giardia or virus reduction is required pursuant to Section 64654(a) are not included as water treatment facilities.

INSTRUCTIONS: For each paragraph item that applies to the system, place the proper Point Value in the calculation box. For paragraphs (1), (2), (3), (4), (7), (8), (9), (12), and (13), select one calculation only (whichever is higher) for each paragraph. For paragraphs (5), (6), (10), and (11), select all calculations that apply for each paragraph. Total the calculations and determine the system's classification.

Paragraph	Point Value	Calculation	Notes
(1) Source Water Used by Facility			
Groundwater and/or purchased treated water meeting primary and secondary drinking water standards, as defined in Section 116275 of the HSC	2	2	Groundwater
Water that includes any surface water or groundwater under the direct influence of surface water	5		
(2) Influent Water Microbiological Quality, Median Coliform Density, Most Probable Number Index (MPN) (a)			
Less than 1 per 100 mL	0	0	No coliform issues
1 through 100 per 100 mL	2		
Greater than 100 through 1,000 per 100 mL	4		
Greater than 1,000 through 10,000 per 100 mL	5		
Greater than 10,000 per 100 mL	8		
(3) Influent Water Turbidity, Maximum Influent Turbidity Level, Nephelometric Turbidity Units (NTU) (b)			
Less than 15	0	0	N/A
15 through 100	2		
Greater than 100	5		
(4) Influent Water Perchlorate, Nitrate and Nitrite; Perchlorate, Nitrate and Nitrite Data Average			
Less than or equal to the MCL as specified in Table 64431-A	0	5	Nitrate
Greater than the MCL	5		
(5) Influent Water Chemical and Radiological Contamination, Contaminant Data Average (c)			
Less than or equal to the MCL	0		Perchlorate
Greater than the MCL	2	2	
5 times the MCL or greater	5		
(6) Surface Water Filtration Treatment			
Conventional, direct, or inline	15		N/A
Diatomaceous earth	12		
Slow sand, membrane, cartridge, or bag filter	8		
Backwash recycled as part of process	5	0	
(7) The points for each treatment process utilized by the facility and not included in paragraph (6) that is used to reduce the concentration of one or more contaminants for which a primary MCL exists, pursuant to Table 64431-A, Table 64444-A, and Tables 64442 and 64443, shall be 10. Blending shall only be counted as a treatment process if one of the blended sources exceeds a primary MCL.			
	10	10	Blending
(8) The points for each treatment process not included in paragraphs (6) or (7) that is used to reduce the concentration of one or more contaminants for which a secondary MCL exists, pursuant to Tables 64449-A and 64449-B, shall be 3. Blending shall only be counted as a treatment process if one of the blended sources exceeds a secondary MCL.			
	3	0	N/A
(9) The points for each treatment process not included in paragraphs (6), (7), or (8) that is used for corrosion control or fluoridation shall be 3.			
	3	0	N/A
(10) Disinfection Treatment			
Ozone	10		N/A
Chlorine and/or chloramine	10		
Chlorine dioxide	10		
Ultra violet (UV)	7		
(11) Disinfection/Oxidation Treatment without Inactivation Credit			
Ozone	5		N/A
Chlorine and/or chloramine	5		
Chlorine dioxide	5		
Ultra violet (UV)	3		
Other oxidants	5		
(12) The points for any other treatment process that alters the physical or chemical characteristics of the drinking water and that was not included in paragraphs (6), (7), (8), (9), (10), or (11) shall be 3.			
	3	0	
(13) The points for facility flow shall be 2 per million gallons per day or fraction thereof of maximum permitted treatment facility capacity, up to a maximum of 50 points; except that for facilities utilizing only blending, the points shall be based on the flow from the contaminated source and the dilution flow required to meet the MCL(s) specified in Tables 64431-A, 64444-A, 64449-A, 64449-B, 64442, and 64443.			
	50 max	14	8982
			6.2
Total Points		33	

(a) Median of all total coliform analyses completed in the previous 24 months.

(b) For facilities treating surface water or groundwater under the direct influence of surface water, based on the previous 24 months of data, except that if turbidity data is missing for one or more of the months, the points given for turbidity shall be 5. The maximum influent turbidity sustained for at least one hour according to an on-line turbidimeter shall be used unless such data is not available, in which case, the maximum influent turbidity identified by grab sample shall be used. For facilities that have not been in operation for 24 months, the available data shall be used. For facilities whose permit specifies measures to ensure that influent turbidity will not exceed a specified level, the points corresponding to that level shall be assigned.

(c) The points for influent water perchlorate, nitrate, or nitrite levels shall be determined by an average of the three most recent sample results. The points assigned should be the sum of the points for each contaminant.

(d) The points for other influent water contaminants with primary MCLs shall be a sum of the points for each of the inorganic contaminants (Table 64431-A), organic contaminants (Table 64444-A) and radionuclides (Table 4, Section 64443). The points for each contaminant shall be based on an average of the three most recent sample results. If monitoring for a contaminant has been waived pursuant to Sections 64432(k), 64432(c) or 64445(d), the points shall be zero for that contaminant.

Distribution System Classification

Section 64413.3. (a) The distribution system for each community and nontransient-noncommunity water system shall be classified pursuant to Table 64413.3-A unless modified pursuant to subsection 64413.3(b). For a wholesaler, the population served shall include the customers served by its retailers.

Table 64413.3-A

Population	Class
1,000 or less	D1
1,001 through 10,000	D2
10,001 through 50,000	D3
50,001 through 5 million	D4
Greater than 5 million	D5

Assigned Classification

D3

Section 64413.3 (b) The class determined pursuant to (a) shall be upgraded by one level if the population served is 5 million or less and the sum of all the points from (1) through (6) exceeds 20.

INSTRUCTIONS - For "system characteristics" that apply to your system, place the proper Point Value in the calculation box. For system characteristics (1) through (4), select one calculation only (whichever is higher). Total your calculations and adjust your system's classification if required.

Population	36,827
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System Characteristics	Point Value	Calculation	Notes
(1) Pressure Zones = 1 to 3	0	0	3 zones
Pressure Zones = 4 to 10	4		
Pressure Zones = greater than 10	6		
(2) No Disinfectant Added or Purchased Water Already Disinfected	0	5	Only NaOCI added at entry points
Single Disinfectant or Ammonia Added, and only One Disinfectant in System	5		
Multiple Disinfectants In System*	8		
(3) Largest Single Pump (including wells) up to 50 HP	4	6	350 HP
Largest Single Pump (including wells) greater than 50 HP	6		
(4) Distribution Reservoirs = 1 to 5	4	4	4 reservoirs
Distribution Reservoirs greater than 5	6		
(5) One or More Uncovered Treated Water Reservoirs	10	0	N/A
(6) Customers Also Served by Non-Potable Water System ** (Dual Systems)	6	0	N/A
System Characteristics Total =		15	

Notes:

* i.e., blending chlorinated and chloraminated supplies

** i.e., irrigation systems, recycled water systems

ENCLOSURE NO. 2

**STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
DIVISION OF DRINKING WATER**

2023 SANITARY SURVEY DEFICIENCY LIST

PWS Name: Rubidoux Community Services District (RCSD)
PWS ID No.: CA3310044
Updated By: Aayush Khurana
Date: 6/29/2023

SIGNIFICANT DEFICIENCIES IDENTIFIED			
Date Found	Description of Deficiency	Correction Due Date	Date Corrected Confirmed
FINISHED WATER STORAGE			
4/5/2023	Atkinson Tank: Six small holes were observed on the roof, providing direct entry of potential contaminants into the finished water supply. A significant deficiency letter was issued to RCSD on 4/17/2023, requiring a corrective action plan (CAP) by 5/17/2023, and the correction to be completed by 8/15/2023.	CAP due: 5/17/2023 Correction due: 8/15/2023	CAP received and approved on 5/16/2023. Corrective action completed on 6/14/2023
POTENTIAL HEALTH HAZARD DEFICIENCIES IDENTIFIED			
Date Found	Description of Deficiency	Correction Due Date	Date Corrected Confirmed
None identified			
MINOR DEFICIENCIES IDENTIFIED			
Date Found	Description of Deficiency	Correction Due Date	Date Corrected Confirmed
SOURCE			
4/5/2023	Well 02: The casing vent height is inadequate. The casing vent outlet must be at least 18 inches above grade.	8/31/2023	
4/5/2023	Well 02: A hose was connected to the well's discharge line. The hose should be disconnected, when not in use, to prevent cross-connections.	8/31/2023	
4/5/2023	Well 04: An unknown and broken conduit leading into the well's casing must be investigated, and repaired, sealed, or removed as necessary.	8/31/2023	
4/5/2023	Well 06: The well's pump packing gland is severely corroded.	9/30/2023	
4/5/2023	Well 8A: The well's pump gland is covered in algae due to insufficient water lubricant drainage.	9/30/2023	
4/5/2023	Well 8A: The well's water lubricant does not drain away adequately from the wellhead causing water to pool near the well pad.	9/30/2023	

Date Found	Description of Deficiency	Correction Due Date	Date Corrected Confirmed
4/5/2023	Well 8A: The well's discharge line splits into two transmission lines: One leads to the Thompson GWTP and the other bypasses treatment and enters the distribution system. Even though the bypass line is valved off, the line should be physically severed/disconnected to prevent accidental supply of untreated water into the distribution system.	9/30/2023	
TREATMENT			
4/5/2023	Laverne J. Mahnke WTF: Investigate and physically disconnect any pipes connected to active sources or the distribution system. Refer to Item No. 6 of the Inspection Letter for more information.	12/31/2023	
4/6/2023	Treatment O&M Plans: The Thompson GWTP and Smith WTF O&M Plans, dated May 2022, need to be updated. Refer to Item No. 5 of the Inspection Letter for more information regarding this deficiency.	9/30/2023	
FINISHED WATER STORAGE			
4/5/2023	Watson Tank: RCSD shall replace the lock on the tank's roof access hatch to allow for an internal inspection. RCSD shall conduct a visual inspection of the tank's interior to identify any deficiencies, and document the inspection with photographs or video to submit to the Division.	7/31/2023	
4/5/2023	Watson Tank: The vent on the air relief valve located on the tank's outlet has a broken screen that must be replaced with a 24-mesh non-corrodible screen.	7/31/2023	
4/6/2023	Hunter Tank: RCSD shall replace the lock on the tank's roof access hatch to allow for an internal inspection. RCSD shall conduct a visual inspection of the tank's interior to identify any deficiencies, and document the inspection with photographs or video to submit to the Division.	7/31/2023	
4/6/2023	Perone Tank: The tank's level indicator has been removed. However, the level float is still inside the tank and accumulating dust and grease around it.	9/30/2023	
4/6/2023	Routine Inspections: RCSD does not conduct routine inspection of its tanks. RCSD shall develop a routine inspection checklist for evaluating the external, roof, and internal (via roof access hatch) condition of each tank to identify any deficiencies and subsequently correcting them. Refer to Item No. 11 of the Inspection Letter for more details.	7/31/2023	

Date Found	Description of Deficiency	Correction Due Date	Date Corrected Confirmed
4/6/2023	February 2020 Comprehensive Tank Evaluations: RCSD shall submit a corrective action plan to address all critical issues identified in February 2020 Harper & Associates, Inc. comprehensive tank evaluation reports for each tank and submit proof of any corrective actions already completed.	8/31/2023	
MONITORING, REPORTING, AND DATA VERIFICATION			
4/6/2023	Bacteriological Sample Siting Plan (BSSP): RCSD shall update its BSSP to include Groundwater Rule information, a map showing all routine and repeat sampling locations, and sampling schedule.	8/31/2023	
4/6/2023	Source Synthetic Organic Chemical (SOC) Monitoring: RCSD shall submit an SOC use/susceptibility waiver to the Division for review and approval in order to remain on a reduced SOC monitoring schedule. Refer to Item No. 13 of the Inspection Letter for more information regarding the waiver process.	7/31/2023	
N/A	Well 04: Well is past due for radium-226 and radium-228 analyses. Refer to Item No. 14 of Inspection Letter for more information regarding this deficiency.	9/30/2023	
N/A	Well 8A: Required combined radium (radium-226 and radium-228) analyses triggered by 3/29/2017 gross alpha particle activity and uranium results were not completed. Refer to Item No. 15 of the Inspection Letter for more information regarding this deficiency.	N/A	
N/A	Well 18: Our records indicate the well was never sampled for radium-226. Refer to Item No. 14 of Inspection Letter for more information regarding this deficiency.	9/30/2023	
SYSTEM MANAGEMENT AND OPERATION			
4/6/2023	Cross-Connection Control Program (CCCP): The Division's review of RCSD's CCCP is documented in the CCCP Evaluation in Appendix K of the Sanitary Survey Report. RCSD shall review and address the Division's recommendations accordingly.	8/31/2023	

REQUESTS AND RECOMMENDATIONS			
Date Found	Description of Deficiency	Correction Due Date	Date Corrected Confirmed
SOURCE			
N/A	Jewel St. Interconnection Demand: Provide the anticipated demand for JCSD water to meet TDS discharge requirements for 2023 and beyond. Refer to Item No. 2 of the Inspection Letter for more details of this requirement.	7/31/2023	
PUMPS, PUMP FACILITIES, AND CONTROLS			
4/6/2023	Golden West Booster Station: RCSD shall conduct a pump efficiency test for Pump 1 and submit results to the Division.	9/30/2023	
4/6/2023	Ridgeline Booster Station: RCSD shall conduct pump efficiency tests for all three pumps at Ridgeline Booster Station and submit results to the Division.	9/30/2023	

ENCLOSURE NO. 3

SOC Monitoring Waiver Application
For the Monitoring Period of January 1, 2020 through December 31, 2022
District 20 – Riverside

Community water systems and nontransient-noncommunity water systems may qualify for monitoring waivers for their active sources. **Filling out this form does not automatically grant a monitoring waiver.**

Water System Name:		System Number:	
System Population:	<input type="checkbox"/> < 500	<input type="checkbox"/> 501 to 3,300	<input type="checkbox"/> >3,300
Name, title and phone number of person completing the application:		County:	
Signature:			Date:

With this completed form, we formally request that the State Water Resources Control Board – Division of Drinking Water (Division) grant a waiver [22CCR §64445(d)] for a specified monitoring period for Synthetic Organic Chemicals (SOCs). The requested period is from January 1, 2020, through December 31, 2022.

We specifically request an SOC waiver for sampling for the sources listed below. For a list of your active sources please go to Public Drinking Water Watch at: <https://sdwis.waterboards.ca.gov/PDWW/> or contact your district office. Add an additional sheet if needed.

PSCode	Source name	Waiver Requested (Yes or No)	Please provide reason

For a use waiver: The Division may grant a waiver if it can be documented that the chemical has not been previously used, manufactured, transported, stored, or disposed of within the watershed zone of influence and therefore, that the source can be designated nonvulnerable.

For a susceptibility waiver: If a use waiver is not applicable, the Division may grant a waiver related to susceptibility to contamination, based on a review of the items listed below and on file with the Division. The application to the State Board for a waiver based on susceptibility includes the following:

1. previous monitoring results;
2. user population characteristics;
3. proximity to sources of contamination;
4. surrounding land uses;
5. degree of protection of the water source;
6. environmental persistence and transport of the chemical in water, soil and air;
7. elevated nitrate levels at the water supply source; and
8. historical system operation and maintenance data including previous State Board inspection results.

For DDW Use Only - Application Status		Application Received Date:
Approved:	Source Class Code:	Update SDWIS/WQIR:
Denied:	Comment:	
Water System Notified (method and date):		
Reviewed by:		Date:

SOC Monitoring Waiver Application
For the Monitoring Period of January 1, 2023 through December 31, 2025
District 20 – Riverside

Community water systems and nontransient-noncommunity water systems may qualify for monitoring waivers for their active sources. **Filling out this form does not automatically grant a monitoring waiver.**

Water System Name:		System Number:	
System Population:	<input type="checkbox"/> < 500	<input type="checkbox"/> 501 to 3,300	<input type="checkbox"/> >3,300
Name, title and phone number of person completing the application:		County:	
Signature:			Date:

With this completed form, we formally request that the State Water Resources Control Board – Division of Drinking Water (Division) grant a waiver [22CCR §64445(d)] for a specified monitoring period for Synthetic Organic Chemicals (SOCs). The requested period is from January 1, 2023, through December 31, 2025.

We specifically request an SOC waiver for sampling for the sources listed below. For a list of your active sources please go to Public Drinking Water Watch at: <https://sdwis.waterboards.ca.gov/PDWW/> or contact your district office. Add an additional sheet if needed.

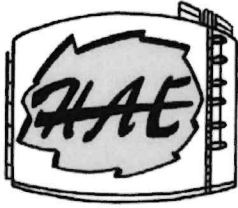
PSCode	Source name	Waiver Requested (Yes or No)	Please provide reason

For a use waiver: The Division may grant a waiver if it can be documented that the chemical has not been previously used, manufactured, transported, stored, or disposed of within the watershed zone of influence and therefore, that the source can be designated nonvulnerable.

For a susceptibility waiver: If a use waiver is not applicable, the Division may grant a waiver related to susceptibility to contamination, based on a review of the items listed below and on file with the Division. The application to the State Board for a waiver based on susceptibility includes the following:

1. previous monitoring results;
2. user population characteristics;
3. proximity to sources of contamination;
4. surrounding land uses;
5. degree of protection of the water source;
6. environmental persistence and transport of the chemical in water, soil and air;
7. elevated nitrate levels at the water supply source; and
8. historical system operation and maintenance data including previous State Board inspection results.

For DDW Use Only - Application Status		Application Received Date:
Approved:	Source Class Code:	Update SDWIS/WQIR:
Denied:	Comment:	
Water System Notified (method and date):		
Reviewed by:	Date:	



HARPER & ASSOCIATES ENGINEERING, INC.

CONSULTING ENGINEERS

1240 E. Ontario Ave., Ste. 102-312, Corona, CA 92881-8671

Phone (951) 372-9196 Fax (951) 372-9198

www.harpereng.com

GENERAL REPORT

PROJECT: Corrosion and Seismic/Structural/Safety Engineering Evaluation of Four Welded Steel Water Storage Tanks

STRUCTURE: 424,000 Gallon Welded Steel Water Storage Tank
(Hunter No. 1 Tank)

OWNER: Rubidoux Community Services District

LOCATION: Rubidoux, California

REPORT BY: Krista Harper, Project Manager

DATE: February 2020

I. SUMMARY

- A. This report is filed in response to a request by Rubidoux Community Services District for seismic, structural, safety, and corrosion evaluation of a welded steel water storage tank. A corrosion investigation was accomplished by HAE simultaneously with the seismic and structural investigation, and both are detailed within the integrated report.
- B. This comprehensive report consists of four sections: the first containing general information; the second, the corrosion evaluation; the third, the structural engineer's evaluation of the structure; the fourth, construction of the tank. This integrated report will enable the District to fully comprehend the condition of this structure and assist in future preparation of specifications and plans for the rehabilitation of the tank.
- C. Work accomplished by this Consultant included field investigation and assimilation of field and file data to render a seismic, structural, and corrosion evaluation of the tank. The Summary of Costs included at the end of this report breaks down the costs for the required safety modifications, recommended structural modifications, coating and painting costs, and optional items, as well as provides a comparison for rehabilitation verses total replacement of the tank.
- D. Although this tank requires substantial structural and safety upgrades to meet the AWWA D100-11 Standard and Cal/OSHA Regulations, the cost to rehabilitate the tank is still less than the cost to replace the tank. The District has the option to weld straps to the lower 11 feet of the shell or increase the freeboard to 13 feet to reduce the overstressed shell due to the hydrostatic and hydrodynamic loads. However, if the freeboard is increased to 13 feet, the capacity of the tank would be reduced from 424,000 gallons to 286,524 gallons. If the

tank cannot be operated with the reduced capacity, the District may want to replace the tank to meet the seismic requirements.

II. CONSTRUCTION DETAILS AND OBSERVATIONS

- A. Investigation of the tank for structural and seismic information was accomplished at the same time as the investigation of the tank for corrosion information. The method of investigation is noted in the Corrosion Report.
- B. Construction and structural details and observations are listed in the attached Construction Details section of this report. Details and observations were prepared from the field investigation.

III. OBSERVATIONS AND CONCLUSIONS FOR TANK EVALUATION

- A. Observations and conclusions regarding the seismic and structural evaluation for this tank are contained in the Seismic Analysis section of this report.
- B. Observations and conclusions regarding the corrosion evaluation are contained in the Corrosion Report section of this report.
- C. Observations and conclusions regarding the safety, health, and code items are contained in the Corrosion Report section of this report.

IV. RECOMMENDATIONS

- A. Recommendations for work to be accomplished for seismic and structural upgrading of the structure are contained in the Seismic Analysis section of this integrated report. The following is a summary of the recommended structural modifications.
 - 1. To meet the freeboard requirement outlined in AWWA D100, the overflow weir intake must be lowered to 33 feet to provide a 5.75-foot freeboard. However, the shell is overstressed due to the hydrostatic and hydrodynamic loads, so the operation level should be lowered to 27 feet to meet the current code requirements. If the District cannot reduce the operating level to 27 feet, the lower 11 feet of the shell will need to be reinforced with steel straps welded to the shell.
 - 2. Due to the severe corrosion on the rafters which reduces the strength, it may be necessary to replace the rafters.
 - 3. The severely corroded tie-rods should be removed, and lateral bracing should be installed at the midspan of all rafters to improve performance and rafter stability.
 - 4. Flexible couplings should be added to the existing inlet and outlet piping.
 - 5. A new concrete foundation and mechanical anchors should be installed to prevent uplift of the tank.
- B. Recommendations for coating and painting to be accomplished for corrosion protection of the structure and structural repair work required as a result of corrosion damage are

contained in detail in the Corrosion Report section of this integrated report. The following is a summary of the recommended coating and painting work.

1. The paint system on the exterior roof and appurtenances is in fair to poor condition and has exceeded its typical 20 to 25-year life expectancy. Therefore, HAE recommends all exterior surfaces be abrasively blast cleaned to Near White Metal (SSPC-SP10) and painted with an epoxy/urethane paint system.
 - a. Due to the holes and severe corrosion, HAE recommends replacing the center vent structure. Also, due to corrosion on the roof plates inside the existing vent screen structure, HAE recommends including a bid item for additional roof plate replacement or a circular reinforcing plate around the new center vent.
 2. The coating systems on the interior surfaces are in poor condition and have exceeded their typical life expectancies. Therefore, HAE recommends the interior surfaces be abrasively blast cleaned to Near White Metal (SSPC-SP10) and a three-coat epoxy coating system applied to a minimum dry film thickness of 15 mils on all surfaces above the bottom and 25 mils of a 100% solids epoxy coating applied on the bottom surfaces and lower 2 feet of the shell.
 - a. Due to the moderate to severe corrosion on the roof and rafters, it is recommended to include an inspection blast item in the scope of work to determine if all or part of the rafters need to be replaced.
- C. In addition to the above recommendations, the following is a summary of the recommended safety modifications.
1. The guardrailings should be modified and a self-closing gate meeting Cal/OSHA Regulations should be installed.
 2. A 36-inch by 36-inch roof hatch meeting Cal/OSHA Regulations must be installed.
 3. A second roof hatch or auxiliary vent should be installed to meet AWWA D100 Standard.
 4. A new ladder safety system should be installed on the interior ladder to meet Cal/OSHA Regulations.
 5. Interior ladder and exterior ladder with vandal guard meeting Cal/OSHA Regulations should be installed.
 6. The ladder cage will be removed when the exterior ladder is removed and replaced. The new ladder should have a new safety system meeting Cal/OSHA Regulations.
 7. Rusting, fouled, or torn screening on vents should be replaced with fine and coarse mesh screen.
 8. A personal fall restraint system meeting Cal/OSHA Regulations must be installed to provide access to all areas of the roof.

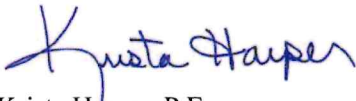
- D. The District may want to address the additional items noted below during the rehabilitation of the tank.
1. Furnish dehumidification during the interior coating as needed due to weather conditions impacting the project schedule.
 2. An hourly crew rate for grinding of sharp edges on rafter flanges.
 3. An hourly crew rate for weld repair of pitted and perforated areas.
 4. The District should install a cathodic protection system after the interior is recoated to protect the wetted surfaces. If a cathodic protection system is installed, it will prevent random corrosion or defects in the coating on the immersed surfaces from developing further. It is recommended that a galvanic (sacrificial anode) cathodic protection system be designed for the tank. All surfaces above the waterline would not be protected by the cathodic protection system.

V. COST ESTIMATES

- A. To assist the District in evaluating the estimated costs for specific recommended structural, seismic, and safety modifications to the tank, a Summary of Costs is provided at the end of this General Report. The Summary of Costs breaks down the costs into required safety and health modifications, recommended structural modifications, coating and painting recommendations, and optional modifications, and includes the comparison of rehabilitation verses total replacement of the tank.

Respectfully submitted,

HARPER & ASSOCIATES ENGINEERING, INC.



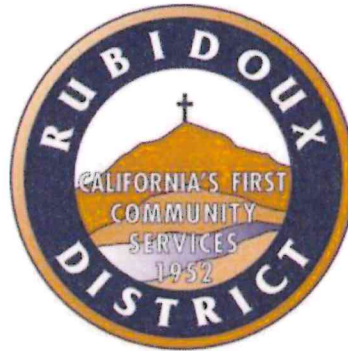
Krista Harper, P.E.
Project Manager

15. Consider Proposal from Webb and Associates for Creating Separate Bid Sets for the CalOES Generator Project: DM 2023-77

Rubidoux Community Services District

Board of Directors

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



General Manager

Brian R. Laddusaw

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

DIRECTORS MEMORANDUM 2023-77

August 3, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Proposal from Webb and Associates for Creating Separate Bid Sets for the CalOES Generator Project

BACKGROUND:

The Rubidoux Community Services District ("District") received a \$300,000 grant from the California Governor's Office of Emergency Services ("CalOES") to install emergency generators at three sites, namely Well 1A, Well 2 and the Goldenwest Booster Station. The generators have been ordered from Quinn Caterpillar ("Quinn") and the District has paid for them to follow the terms of the grant. All but one are still in transit to the District due to lingering supply chain restraints. The one which has been delivered is being stored at the supplier's facility in Riverside. The remaining two are expected by the end of the year.

To take delivery of the generators and install them as they become available, the District needs to install them under separate contracts and has requested Webb and Associates ("Webb") provide three separate bid sets, one for each site receiving a generator. Additionally, the District needs assistance in permitting of the installations with Southern California Gas Company ("SoCal Gas") and the South Coast Air Quality Management District ("AQMD") and has requested Webb assist with obtaining these permits and approvals.

Webb provided a proposal of \$21,683 for these services. The District has three budget line items in the Water Capital Improvement Budget, one for each site. There is \$370,000 for the Goldenwest Booster Station site in Line Item #6, \$266,000 for the Well 2 site in Line Item #13, and \$221,000 for the Well 1A site in Line Item #14 for this work, a total of \$857,000. Staff recommends utilizing these budgeted monies and splitting this cost to each except for the costs for the SoCal Gas work which is solely assigned to Well 2 because it is the only generator which will be run on natural gas due to its proximity to the Ina Arbuckle School site. The portion of the cost associated with SoCal Gas is \$2,597 leaving a balance of \$19,086 (\$21,683 - \$2,597) to be split between

the three sites. The allocation will be \$6,362 (\$19,086/3) for each of Well 1A and the Goldenwest Booster sites and \$8,959 (\$2,597 + \$19,086/3) for the Well 2 site.

RECOMMENDATION:

Staff recommends the Board of Directors authorize the General Manager to sign a Task Order with Webb and Associates in the amount of \$21,683 to perform this additional work and utilize the appropriate FY 2023|2024 Water Capital Improvement Project Budget line items for each of the three projects.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attach: Webb and Associates Proposal Dated July 24, 2023

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

July 24, 2023

Ted Beckwith
RUBIDOUX COMMUNITY SERVICES DISTRICT
359 Rubidoux Blvd
Riverside, CA 92519

**RE: Amendment No. 1 – Task Order Dated August 20, 2021, related to
RCSD – Emergency Generators**

Dear Mr. Beckwith:

Albert A. Webb Associates (WEBB) is requesting a contract amendment for additional time and material services related to the RCSD – Emergency Generators. These services are not included in our current scope of work, and therefore, we are requesting additional authorization for the following services:

SCOPE	\$21,683
Separate Plans and Specification into Three Bid Packages	
Updates required by Structural and Electrical Plans	
Gas Company Service Application and Coordination	
AQMD Permit Process and Applications	
Bidding Phase Questions and Addendums	

If you find this proposal acceptable, please issue an amended Task Order for the additional requested amount. We appreciate this opportunity to be of service to your firm and look forward to hearing from you. If you have any questions regarding this proposal, please contact us at 951-686-1070.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Brad Sackett, P.E.
Senior Engineer





Emergency Generators - Revise Plans Rubidoux Community Services District

Item	Description		Sinnaro Yos Senior III	Lexi Hinkley Project Coordinator	David Algranti Principal II	Timothy Heng Assistant V	Total Hours	Subtotal - Labor	Sub-consultant budget	Expenses	Total/task ¹
	Billout Rate	\$ 302	\$ 272	\$ 135	\$ 302	\$ 189					
Task 1 - Emergency Generators		5	38	12	2	8	65	\$ 15,431	\$ 6,222	\$ 30	\$ 21,683
	1.1 Separate Plans & Specs into 3 Bid Packages	1	16	4	2	8	31	\$ 7,310	\$ -		\$ 7,310
	1.2 Update required Structural and Electrical Plans	1	6	2			9	\$ 2,204	\$ 6,222		\$ 8,426
	1.3 Gas Co. Service Application & Coord.	1	8	2			11	\$ 2,597	\$ -		\$ 2,597
	1.4 AQMD Permit Process & Applications		4	2			6	\$ 1,358	\$ -		\$ 1,358
	1.5 Bidding Phase Q's & Addendums	2	4	2			8	\$ 1,962	\$ -	\$ 30	\$ 1,992
Total		5	38	12	2	8	65	\$ 15,431	\$ 6,222	\$ 30	\$ 21,683

1. Rounded to the nearest \$1.

16. Consider Reimbursement Agreement Regarding Avalon Sewer Improvements (Highpointe – Tract No. 36974) – Amended August 3, 2023: **DM 2023-78**

Rubidoux Community Services District

Board of Directors

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



General Manager

Brian R. Laddusaw

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

DIRECTORS MEMORANDUM 2023-78

August 3, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Reimbursement Agreement Regarding Avalon Sewer Improvements (Highpointe – Tract No. 36974) – Amended August 3, 2023

BACKGROUND:

At the July 6, 2023, meeting of the Rubidoux Community Services District (“District”) Board of Directors (“Board”), the Board approved an agreement with Highpointe Development (“Highpointe”) for Highpointe to construct certain portions of sewer pipeline in Avalon Street which are a part of the District’s 2022 Wastewater Master Plan. These portions of sewer need to either be installed or upgraded to serve the needs of this development and an adjacent development proposed by Century Communities (“Century”). As both developers are going through the planning phase simultaneously, identical agreements were drafted with both parties and agendized for Board consideration on July 6, 2023. If either Highpointe or Century take the lead on the Avalon Street sewer upgrades, they would be eligible for reimbursements through sewer capacity fees.

Shortly before the Board meeting on July 6, 2023, Century requested to remove the agreement from the agenda to allow them time to clarify some of the terms of the agreement, including the reimbursement amounts shown on Exhibit E of the agreement. Upon staff request, the Board removed the item from the agenda at the beginning of the July 6 meeting. Subsequently clarifying language was added to the agreement in Section 6e to indicate how Century’s Community Facilities District (“CFD”) reimbursement works in conjunction with the agreement. Additionally, a new, clearer Exhibit E was created. This agreement was acted upon and approved by the Board at the subsequent Board meeting on July 20, 2023.

The original intent was for both developers to have reciprocal agreements such that whichever developer builds first, they would become eligible for reimbursement. Due to the proposed changes made by Century for their respective agreement, staff engaged Highpointe to consider similar changes. Further, Highpointe also has a CFD

funding mechanism, CFD 20, not originally considered when the agreement was first approved by the Board on July 6th. To have the agreement language the same in both agreements with Century and Highpointe, staff is returning to the board to include the same changes from the Century agreement in the revised Highpointe agreement.

Section 6e of the agreement has been revised from reading:

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

To read as follows:

- e. Nothing in this agreement shall relieve Developer, its subsidiaries, partnerships, or any other entity from the requirement to pay all rates and fees which shall apply to the Project pursuant to the Rules and Regulations as the same may be revised from time to time. Further, nothing in this agreement shall prevent the Developer from being reimbursed for the cost of the Developer Sewer Improvements from CFD bond proceeds pursuant to the “Joint Community Facilities Agreement by and among Jurupa Unified School District, Rubidoux Community Services District and Highpointe Development with Respect to Community Facilities District No. 20” dated August 5, 2021.

There is no financial impact to the District related to these changes as they are clarifications only.

RECOMMENDATION:

The General Manager recommends the Board of Directors consider the following:

1. Approving the amended agreement entitled “Reimbursement Agreement Master Planned Sewer System Improvements Tract No. 36974 (Highpointe Emerald Ridge) – Amended August 3, 2023”.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attach:

1. Reimbursement Agreement Master Planned Sewer System Improvements Tract 36974 (Highpointe Emerald Ridge) – Amended August 3, 2023
2. DM 2023 – 63 Consider Reimbursement Agreement Regarding Avalon Sewer Improvements (Highpointe – Tract No. 36974)
3. DM 2023 – 64 Consider Reimbursement Agreement Regarding Avalon Sewer Improvements (Century – Tract No. 37640)

**REIMBURSEMENT AGREEMENT
MASTER PLANNED SEWER SYSTEM IMPROVEMENTS**

**TRACT NO. 36947 (Highpointe Communities)
Amended August 3, 2023**

This Agreement is made by and between the Rubidoux Community Services District, a public agency (“District”) and Highpointe Emerald Ridge LLC, a California limited liability company (“Developer”). District and Developer may be collectively referred to herein as “Parties” and individually as “Party.”

RECITALS

- A. **WHEREAS**, Developer proposes the construction of Tract No. 36947, consisting of 184 single-family homes (“Project”), located in the District’s service area northerly of 60 Freeway between Avalon Street and Canal Streets as shown on Exhibit A; and
- B. **WHEREAS**, the Developer is seeking or has obtained entitlement approvals through the City of Jurupa Valley, California, for the Project and as part of satisfying conditions of approval set by the City of Jurupa Valley, certain water and sewer facilities must be constructed for ownership acceptance, maintenance, and operation by the District for the District to provide water and sewer service within the Project; and
- C. **WHEREAS**, the District periodically updates its Wastewater Master Plan and its most recent Wastewater Master Plan update was adopted by the District’s Board of Directors on June 16, 2022 (“Wastewater Master Plan”); and
- D. **WHEREAS**, the Wastewater Master Plan estimates the Developer’s Project of 184 homes and another proposed project of 215 homes owned by Century Communities of California, LLC (“Century Communities”), 399 homes total, will generate the entire ultimate sewage flow (“Tributary Flow”) to the intersection of Avalon Street and Alta Street, all of which is dependent on District owned existing downstream sewer pipelines in Avalon Street, Raye Street, and Pontiac Avenue; and
- E. **WHEREAS**, the Wastewater Master Plan defines an Equivalent Dwelling Unit (“EDU”) to be one single family residence or townhouse; and
- F. **WHEREAS**, the District’s hydraulic analyses has determined the Tributary Flow once connected to the District’s existing wastewater collection system downstream of the intersection of Avalon Street and Raye Street, as shown in Exhibit B, has sufficient capacity for up to 140 EDU’s; and

G. **WHEREAS**, to accommodate sewage flows for more than 140 EDU's of the Tributary Flow it is necessary for new sewer facilities as identified in the Wastewater Master Plan will need to be built; and

H. **WHEREAS**, per the Wastewater Master Plan certain sewer pipeline improvements will need to be made from the intersection of Avalon Street and Alta Street to the intersection of Avalon Street and Mission Blvd. ("Avalon Sewer Improvements") prior to a certain amount of EDU's creating the Tributary Flow are connected for discharge; and

I. **WHEREAS**, the Avalon Sewer Improvements are identified as segments and may be built in phases as shown on Exhibit C, and as described below:

- a. Segment 1: Avalon Street – Alta Street to end of pipe of Section 2 at Station 16+54.98; totaling 260 LF of 12" diameter sewer pipeline
- b. Segment 2: Avalon Street – Stub at end of Section 1 at Station 16+54.98 to the intersection of Raye Street; totaling 350 LF of 12" diameter sewer pipeline and 290 LF of 10" diameter sewer pipeline
- c. Segment 3: Avalon Street – Raye Street to 34th Street; totaling 984 LF of 12" diameter sewer pipeline
- d. Segment 4: Avalon Street – 36th Street to Mission Blvd.; totaling 823 LF of 12" diameter sewer pipeline; and

J. **WHEREAS**, once built and accepted for use by the District the sewer pipeline segments as described in Recital I above, can accommodate up to the following number of connected EDUs:

- a. Segment 1 and Section 2: 1 to 140 EDU
- b. Segment 1, 2, and 3 141 to 259 EDU
- c. Segment 1, 2, 3, and 4 260 to 399 EDU

Prior to the first EDU from the Tributary Flow being connected for discharge Segment 1 and Segment 2 of the Avalon Sewer Improvements must be built; and

K. **WHEREAS**, within the Wastewater Master Plan Avalon Sewer Improvement costs have been estimated and included, in part, to determine the District's Sewer Capacity Fees. If the Developer or another developer builds all or portions of the Avalon Sewer Improvements the eligible expenses incurred up to the cost included in the Wastewater Master Plan for the portion(s) built are reimbursable against Sewer Capacity Fees Due for EDUs connected; and

L. **WHEREAS**, construction of Segment 2 was commenced by Century Communities utilizing plans and specifications prepared at the District's expense

resulting in the installation of bore pits on either side of the 60 Freeway, with construction having since ceased; and

M. **WHEREAS**, the Developer has an uncertain time schedule for the construction of the Project and recognizes other area developers (e.g., Century Communities) or the District may take the lead of building the Avalon Sewer Improvements to accommodate sewage flows from developments creating the Tributary Flow; and

N. **WHEREAS**, the District has initiated the design of the Avalon Sewer Improvements and anticipates completion of the plans and specifications by June 1, 2023. Costs incurred by the District for the design of the Avalon Sewer Improvements, including past expenses for Segment 2 as described above in these Recitals will be deducted from the maximum reimbursable amounts included in the Wastewater Master Plan; and

O. **WHEREAS**, it is the purpose of this Reimbursement Agreement to establish and memorialize the terms and conditions between the Parties regarding the reimbursement of eligible cost associated with the design, bidding and installation of the portions of the Avalon Sewer Improvements the Developer constructs for the Project (collectively defined as the “Developer Sewer Improvements”); however, the terms and conditions contained herein shall not apply to any portion of the Avalon Sewer Improvements constructed by other area developers as described in Recital M above (the “Other Developer Sewer Improvements”).

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

TERMS

1. Incorporation of Recitals

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

2. Design by District of Avalon Sewer Improvements. The District is in process of designing Sections 3 and 4 of the Avalon Sewer Improvements as a part of this agreement and expects to have the design completed by June 1, 2023. Developer shall be solely responsible for obtaining for the Developer Sewer Improvements all required federal, state, and local permits and approvals including, for example and not by way of limitation, the California Department of Public Health (“CDPH”), Union Pacific Railroad, and CalTrans. Notwithstanding the foregoing, the District shall assist Developer in procuring any such permits and will execute applicable and appropriate documentation necessary for the procurement of the same. The plans for the Avalon Sewer Improvements shall be designed and approved by District in its reasonable discretion, and as based on then current standards and specifications for new sewer system

construction within the District's service area. The District will use reasonable best efforts to diligently and timely process the Avalon Sewer Improvement plans for approval. Said activities by both Parties shall also be subject to the rights and obligations of the Parties under the Rules and Regulations of the District as the same may be revised from time to time.

3. Construction and Installation of the Avalon Sewer Improvements

The District retains the right in its reasonable discretion to take the lead, or have other area developers take the lead, in the construction of some or all Segments of the Avalon Sewer Improvements. Any entity (whether it be Developer, another area developer, or District) who takes the lead on a Segment of the Avalon Sewer Improvements shall be the "Lead Party" for such Segment). In order to avoid duplicating efforts or contracting for the same work or materials, the District shall require that the Lead Party for a Segment to deliver written notice to Developer, the District and all other area developers at least thirty (30) days prior to commencing signing any contracts or purchasing any materials for the such Segment. Should the Developer be the Lead Party for some or all of the Avalon Sewer Improvements, the Developer agrees to comply with the terms contained within this agreement as they relate to the Developer Sewer Improvements:

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

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

c. Prevailing Wages. Developer is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Avalon Sewer Improvements

involve an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Developer shall fully comply with such Prevailing Wage Laws with respect to the Developer Sewer Improvements. The Parties acknowledge and agree a reimbursement for eligible costs for installing the Developer Sewer Improvements is due the Developer in the form of a credit against Sewer Connection Fees and the reimbursement amount relates to a public benefit making the new portion(s) of the Avalon Sewer Improvements a “Public Works”. Developer shall obtain a copy of the prevailing rates of per diem wages at the commencement of the bidding of the Avalon Sewer Improvements from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, Developer may view a copy of the prevailing rates of per diem wages at the District Office. Developer shall defend, indemnify, and hold District, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws with respect to the Developer Sewer Improvements.

4. Billings and Records.

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

5. Inspection and Transfer of Avalon Sewer Improvements

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

b. Acceptance by the District of the Developer Sewer Improvements constructed by the Developer shall be conditioned upon performance of the obligations set forth in this agreement in regard to: (i) approval by District of the construction and installation of the Avalon Sewer Improvements; (ii) lien free completion of construction

of the Developer Sewer Improvements; and (iii) acceptance of title to the Developer Sewer Improvements by the District by way of the recordation of the applicable conveyance document in substantially the form set forth in Exhibit D attached hereto and incorporated herein by reference. District shall assist Developer in procuring the property rights necessary to construct, maintain, and operate the Developer Sewer Improvements in the public right-of-way including without limitation obtaining appropriate licenses, easement deeds or other conveyances necessary. District confirms that all of the Avalon Sewer Improvements shall be located within public right-of-way, and Developer shall not be required to obtain any easements, licenses or entry rights from any private third parties in order to construct them. Notwithstanding the foregoing, to the extent any private third party consents are required in order to construct the Avalon Sewer Improvements, the District shall be responsible for timely obtaining such consents, at no cost to Developer. Developer is responsible for all costs, including any District administrative costs (staff, legal review, etc.), associated with procuring property rights discussed in this section. Said activities by both Parties shall also be subject to the rights and obligations of the Parties under District Rules and Regulations as the same may be revised from time to time.

c. Within thirty (30) days after completion of construction and final inspection by District, District shall accept any one discrete segment or all discrete segments as defined in Recital I of the Developer Sewer Improvements as complete, subject to the provisions of this Reimbursement Agreement and District Rules and Regulations, provided such Developer Sewer Improvements are constructed in accordance with approved District provided plans, specifications, and contract documents, and operates satisfactorily. Upon acceptance of any Developer Sewer Improvements, Developer shall assign to District all of Developer's rights and remedies, including warranties, for such improvements as set forth in the approved contract documents. Developer shall be responsible for any accident, loss, or damage to said Developer Sewer Improvements prior to acceptance by District. Developer shall require its contractors to warrant all work and materials for the constructed Developer Sewer Improvements to be free from all defects due to faulty materials or workmanship for a period of one (1) year from the date of acceptance by District. Upon acceptance of any of the Developer Sewer Improvements by the District, District shall assume all liability and responsibility for the operation, maintenance, use and ownership of such Developer Sewer Improvements.

6. Reimbursement.

The reimbursement amount due the Developer by the District for eligible expenses for installing the Developer Sewer Improvements requires the Developer bid the Developer Sewer Improvements based upon paying prevailing wage rates required to be paid under Prevailing Wage Laws.

Other reimbursement conditions include:

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

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

c. Within thirty (30) days after receipt of the itemized accounting as referenced in Section 6(a) and there are no disputes of the costs and expenses the itemized accounting will be deemed reasonable and eligible for reimbursement as Eligible Costs and Expenses whereafter the District shall provide the Developer a credit against the then current Sewer Capacity Fees due the District from the Developer for the Project. For clarification, if at the time Developer is eligible for reimbursement the Eligible Costs and Expenses exceed the amount of the then-due District Sewer Capacity Fees, the difference will be applied to future District Sewer Capacity Fees for the Project as they become due until Developer is fully reimbursed or a maximum of 10 years from the date of completion of the discrete Segment, whichever comes first, subject to the limitation in Section 6(d) below.

d. The District will reimburse the Developer in the form of credits against Sewer Connection Fees due for the Project for the Eligible Costs and Expenses for the Developer Sewer Improvements, without limitation, construction costs and amounts reimbursed for District Charges under Section 5(a). Credits against Sewer Connection Fees due for the Project shall be in number of EDU's rounded to the hundredth place (for example if the reimbursement amount due for an accepted Segment of the Developer Sewer Improvements is \$250,000 and the then current Sewer Capacity Fee is \$5,200/EDU, the Credit would be 48.08 EDU). In no event shall District be obligated to make any reimbursement to the Developer pursuant to this agreement in an amount which exceeds those shown per Segment of the Avalon Sewer Improvements on Exhibit E attached hereto and incorporated herein by reference. Notwithstanding anything herein to the contrary, in the event Developer pays the District Sewer Capacity Fees for the Project prior to either (i) completing the improvements or (ii) the District confirming the Eligible Costs and Expenses eligible for reimbursements, such that all or any portion

of the reimbursement cannot be credited against the District Sewer Capacity Fees, then the District will make a reimbursement payment to the Developer for such amount, within thirty (30) days after the Developer Sewer Improvements are accepted by the District.

e. Nothing in this agreement shall relieve Developer, its subsidiaries, partnerships, or any other entity from the requirement to pay all rates and fees which shall apply to the Project pursuant to the Rules and Regulations as the same may be revised from time to time. Further, nothing in this agreement shall prevent the Developer from being reimbursed for the cost of the Developer Sewer Improvements from CFD bond proceeds pursuant to the "Joint Community Facilities Agreement by and among Jurupa Unified School District, Rubidoux Community Services District and Highpointe Development with Respect to Community Facilities District No. 20" dated August 5, 2021.

7. Use of Avalon Sewer Improvements Built By Others

The Developer agrees some or all of the Segment of the Avalon Sewer Improvements may be built by the District or others. If the Avalon Sewer Improvements are built by others and the Developer subsequently benefits by use of portions or all Segments of the Avalon Sewer Improvements the Developer acknowledges and agrees prior to connecting any EDUs from its Project thereto the District shall receive Sewer Capacity Fees at the then current fees from the Developer for each and every EDU to be connected to the Avalon Sewer Improvements. The District will use received Sewer Capacity Fees to recover costs it incurred to design, and build the Avalon Sewer Improvements, or reimburse others who built the Avalon Sewer Improvements.

8. General Provisions

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

appropriate to the nature of the work and the conditions under which the work is to be performed.

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

c. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on each of the Parties and their successors and assigns. This Agreement shall not be assigned by Developer without the prior written consent of District, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, District's failure to disapprove of a proposed assignee in writing (any such disapproval shall specify the reasonable basis for such disapproval) within ten (10) days following written request for approval shall be deemed District's approval of and consent to such assignment as required hereunder. Without limiting the foregoing, it shall be unreasonable for District to withhold consent so long as the proposed assignee has the financial resources to undertake the work contemplated in this Agreement. District's consent hereunder does not require approval by the District's board. In the event of such an assignment, the assignees shall agree to be bound by all terms and conditions of this Agreement which accrue from and after the date of said assignment and may be required by District to enter into an assignment or other contractual arrangement to reasonably document said obligations.

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

e. Term and Termination. This Agreement shall expire upon completion of performance of this Agreement by both Parties. In the event either Party defaults in the performance of any of its obligations under this Agreement, the other Party shall have all rights and remedies available to them under the law, including without limitation, the right to terminate this Agreement upon written notice to the defaulting Party; provided, however, in the event a party seeks damages, it shall recover only actual damages (but not any consequential, incidental or punitive damages), and each party expressly waives its rights to receive consequential, incidental or punitive damages under this Agreement

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

Rubidoux Community Services District

Rubidoux Community Services District
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509
Attention: General Manager
Brian Laddusaw

Highpointe Communities

Highpointe Emerald Ridge LLC
c/o Highpointe Communities LLC
16501 Scientific Way
Irvine, CA 92618
Attn: Timothy D. England

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

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

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

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

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

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

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

agrees to comply with such provisions and to require its consultants and contractors to comply with such provisions before commencing any work.

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

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

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

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

RUBIDOUX COMMUNITY SERVICES DISTRICT

Brian Laddusaw
Its: General Manager

DEVELOPER

**HIGHPOINTE EMERALD RIDGE LLC,
a California limited liability company**

By: HP-SA ER LLC,
a California limited liability company, its Manager

By: Highpointe Investments LLC,
a California limited liability company,
its Co-Manager

By: _____

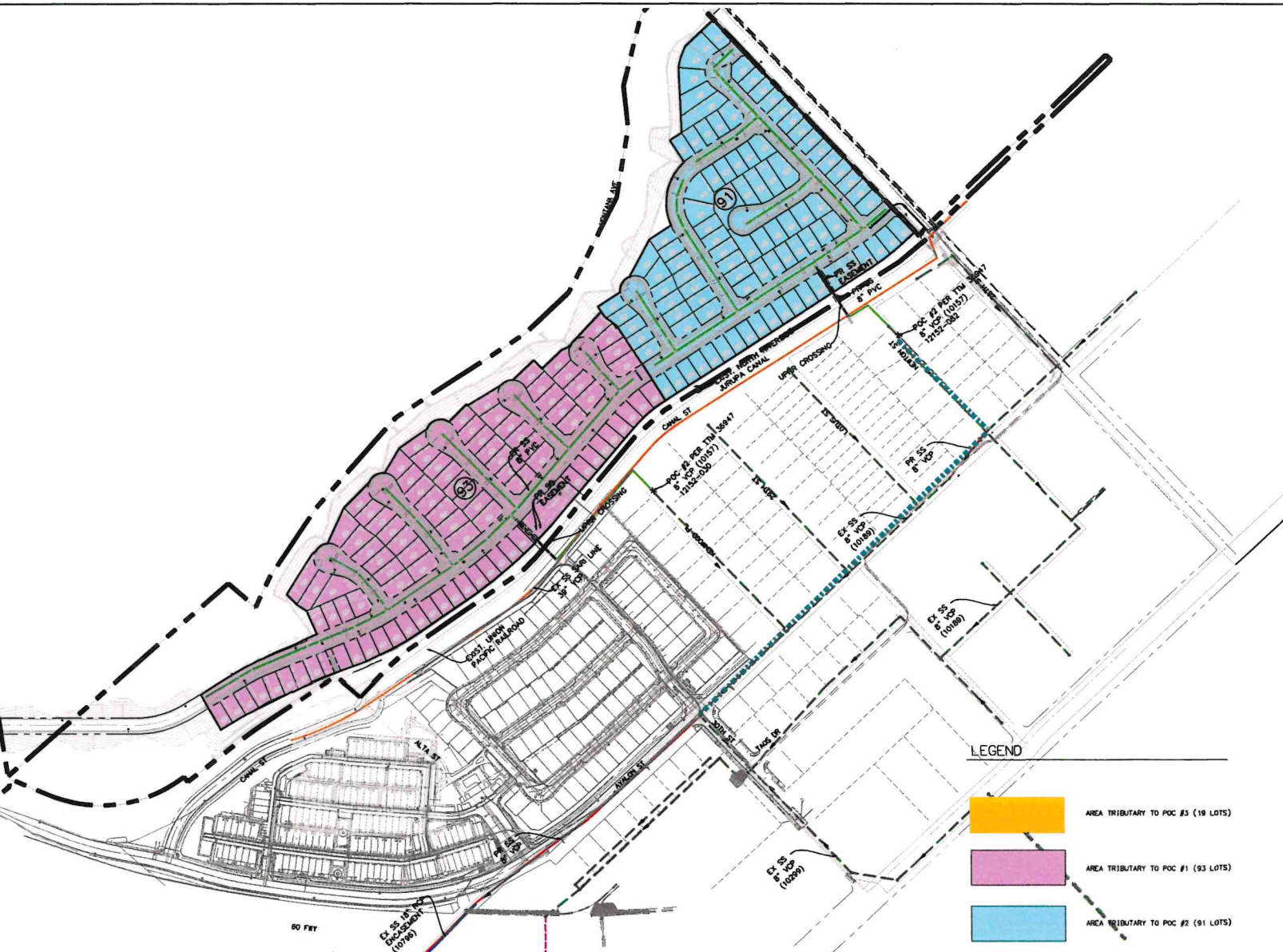
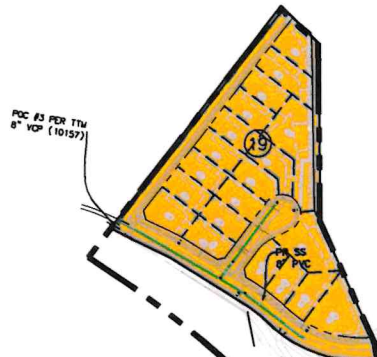
Timothy D. England, Manager

By: Shakoory Investments, LLC,
a California limited liability company,
its Co-Manager

By: _____
Babak Shakoory, Manager

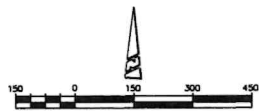
EXHIBIT A

Developer Project Tract 36947 and Tributary Area



LEGEND

- AREA TRIBUTARY TO POB #3 (18 LOTS)
- AREA TRIBUTARY TO POB #1 (93 LOTS)
- AREA TRIBUTARY TO POB #2 (91 LOTS)



SEWER SYSTEM EXHIBIT
EMERALD RIDGE-NORTH
TTM 36947

Exhibit A

PREPARED BY:
PROACTIVE
 ENGINEERING CONSULTANTS
200 South Main Street, Corona, CA 92682 Suite 300
 (951) 780-3300

SHEET NO.
 1 OF 1

EXHIBIT B

Existing District Downstream Sewer Facilities



Exhibit B ~ Existing Avalon Street Sewer Facilities

EXHIBIT C

Avalon Sewer Improvements By Segment

This 94 ft segment is not specifically in the District's WWMP but can be included on pro rated basis.

TRACT 37640

PROP 12" SS 260LF

EX 18" CASING

STATE ROUTE 60

AVALON ST

PONTIAC AVE

RUBIDOUX BLVD

SCALE 1"=200'

TRACT 36947
RCSD OFF-SITE SEWER
SEGMENT 1

PROACTIVE
ENGINEERING CONSULTANTS
200 South Main Street, Suite 300
Corona, CA 92882 (951) 280-3300

12/16/22

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TRACT 37640

Century Communities has constructed Bore and Jack Pits each side of the freeway.

EX 18" CASING

STATE ROUTE 60

AVALON ST

PROP 12" SS
~640 LF

PONTIAC AVE

RUBIDOUX BLVD

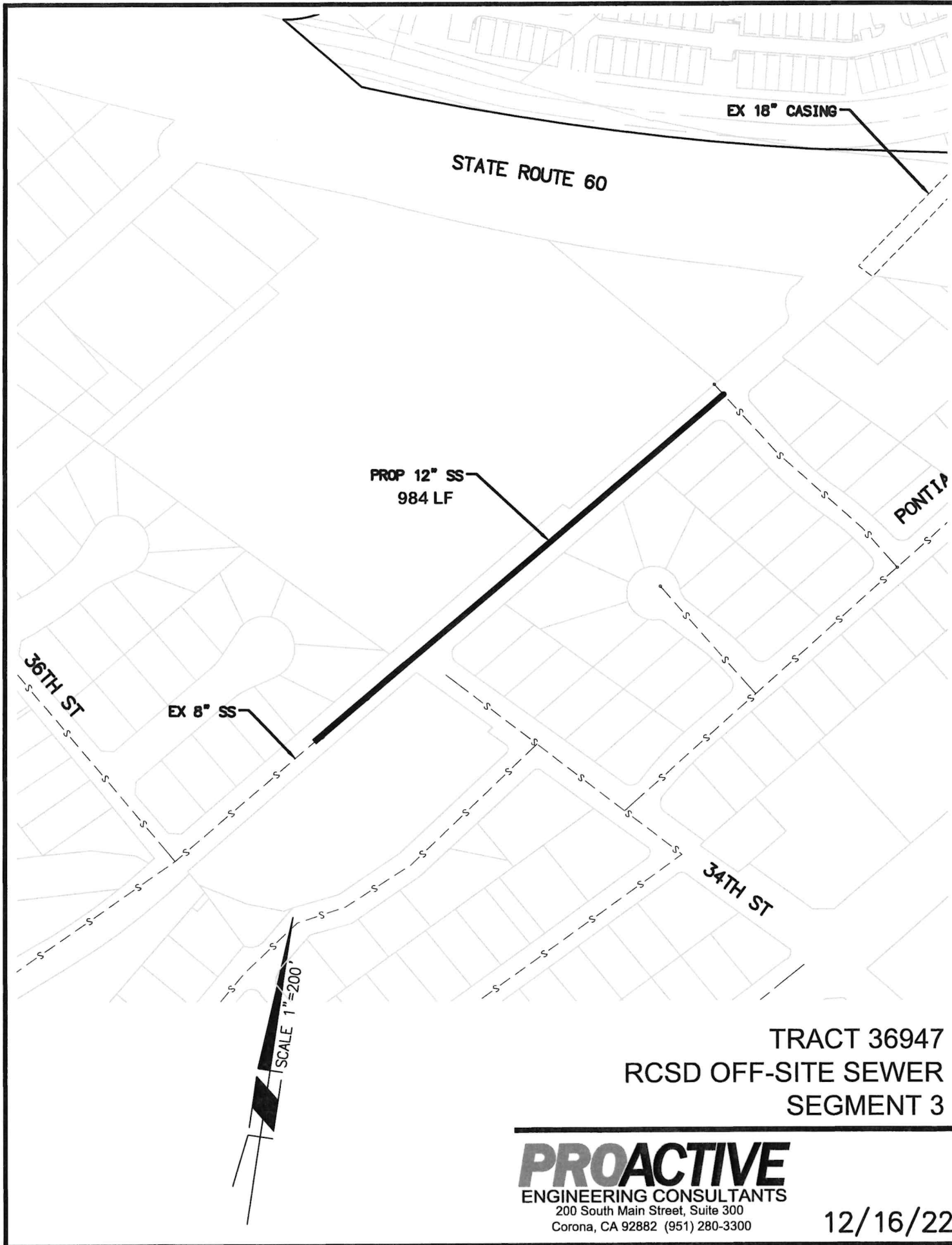


TRACT 36947
RCSD OFF-SITE SEWER
SEGMENT 2

PROACTIVE
ENGINEERING CONSULTANTS
200 South Main Street, Suite 300
Corona, CA 92882 (951) 280-3300

12/16/22

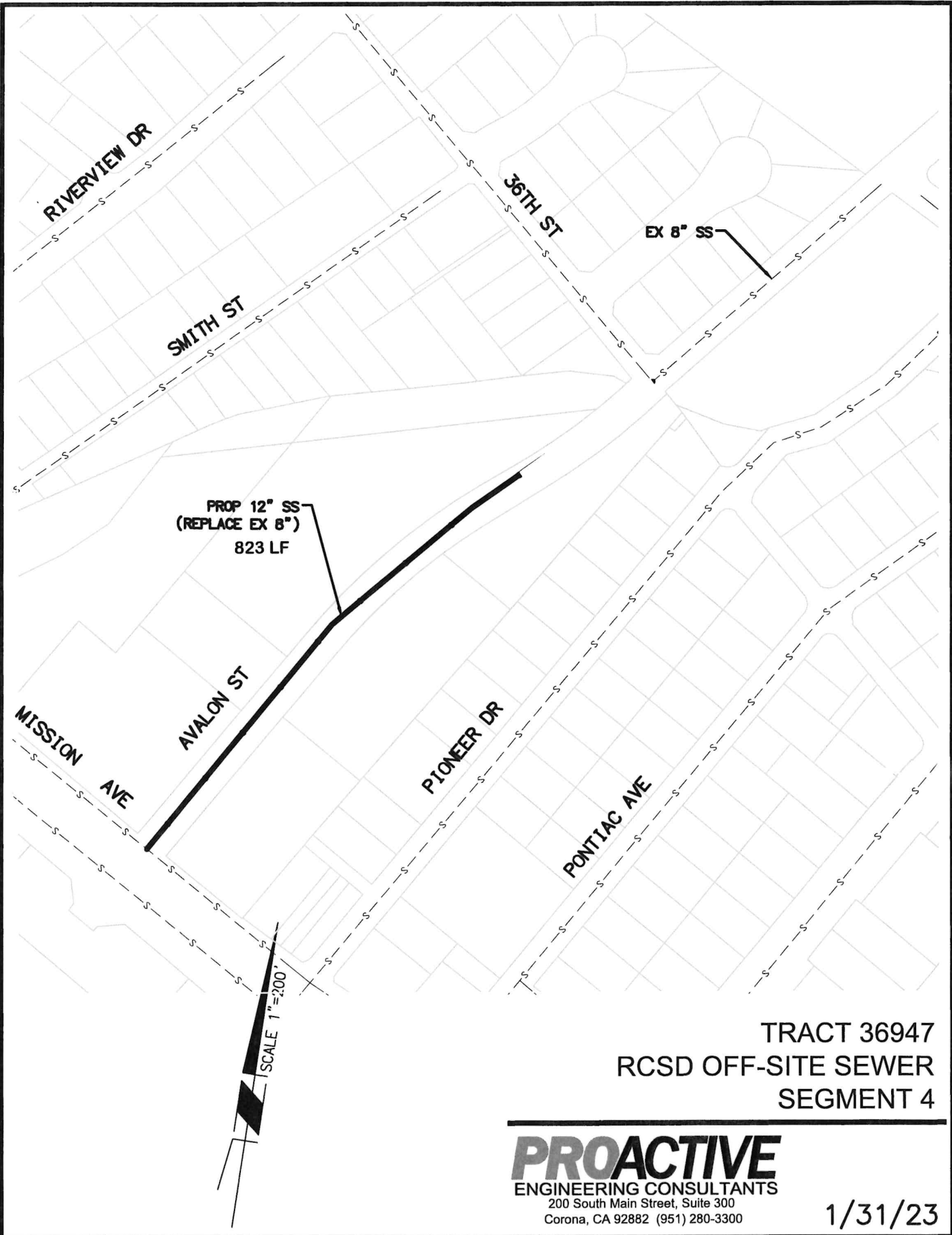
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TRACT 36947
 RCSD OFF-SITE SEWER
 SEGMENT 3

PROACTIVE
 ENGINEERING CONSULTANTS
 200 South Main Street, Suite 300
 Corona, CA 92882 (951) 280-3300

12/16/22



PROP 12" SS
 (REPLACE EX 8")
 823 LF

EX 8" SS

SCALE 1"=200'

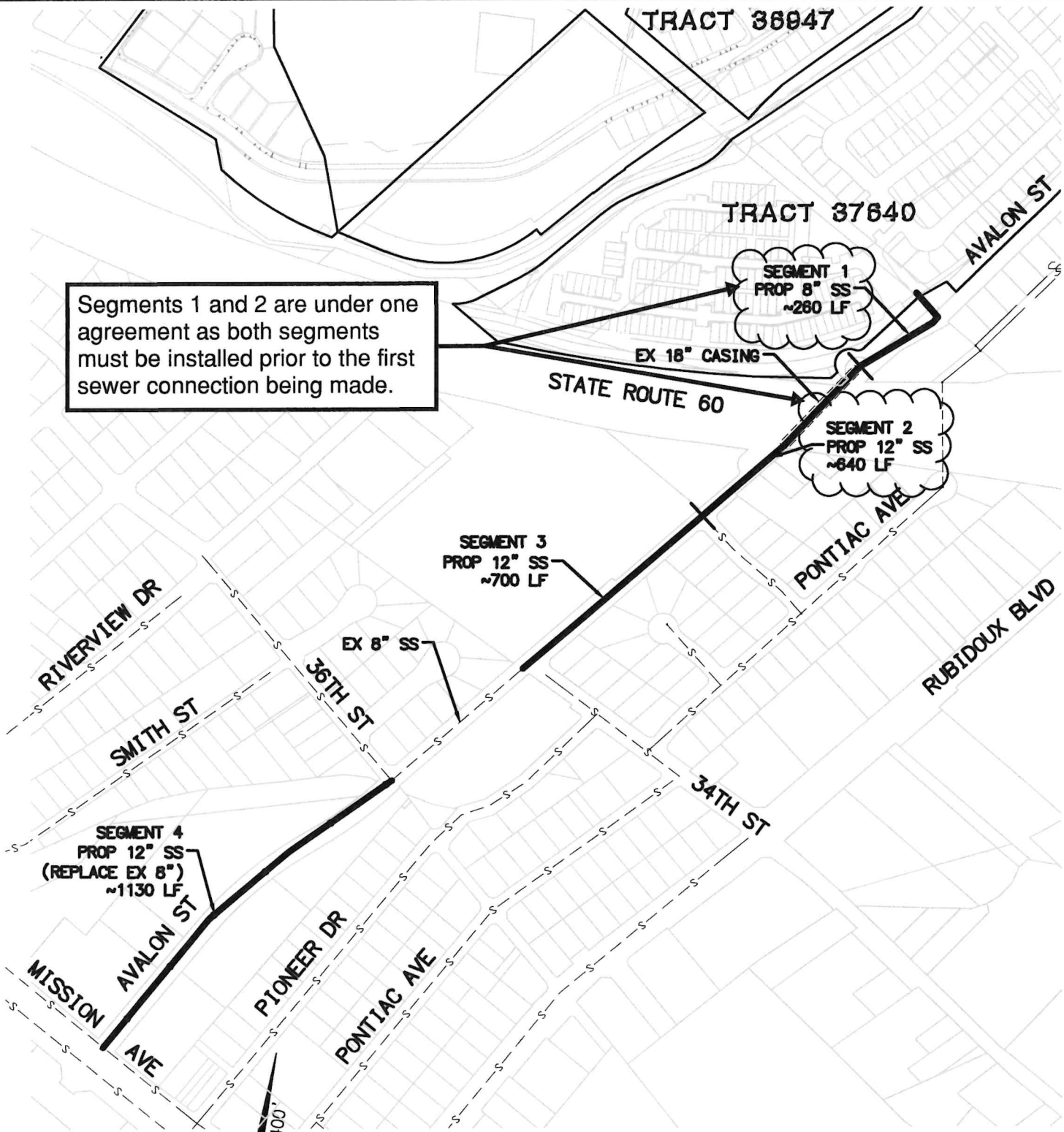
TRACT 36947
 RCSD OFF-SITE SEWER
 SEGMENT 4

PROACTIVE
 ENGINEERING CONSULTANTS
 200 South Main Street, Suite 300
 Corona, CA 92882 (951) 280-3300

1/31/23

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Segments 1 and 2 are under one agreement as both segments must be installed prior to the first sewer connection being made.



TRACT 36947
 RCSD OFF-SITE SEWER
 MASTER EXHIBIT

PROACTIVE
 ENGINEERING CONSULTANTS
 200 South Main Street, Suite 300
 Corona, CA 92882 (951) 280-3300

1/31/23

EXHIBIT D

Conveyance Documents

**RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:**

RUBIDOUX COMMUNITY
SERVICES DISTRICT
P.O. 3098
Rubidoux, CA 92519-3098

EXEMPT FROM RECORDING FEES PER GOVT.
CODE §6103
EXEMPT FROM DOCUMENTARY TRANSFER
TAX PER REV. & TAX CODE §11922

Space above this line for Recorder's use

GRANT DEED AND BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CENTURY COMMUNITIES OF CALIFORNIA, LLC, a Delaware limited liability company ("**Grantor**") hereby grants and conveys to RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency organized and existing under and by virtue of the Community Services District Law ("**Grantee**") all sewer improvements ("**RCSD Facilities**") which Grantor has constructed within the public street right-of-way commonly known as Avalon Street generally between Alta Street and Mission Boulevard, located in the City of Jurupa Valley, County of Riverside, State of California.

Plans of such RCSD Facilities are included with *Exhibit "A"*, attached hereto, and *Exhibit "B"* provides a written description of same, attached hereto.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO GRANT DEED AND BILL OF SALE]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: _____

GRANTOR:

CENTURY COMMUNITIES OF
CALIFORNIA, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT E

Maximum Reimbursement Amounts by Segment of Avalon Sewer Improvements

Maximum Reimbursable Amounts by Section of Avalon Sewer Improvements

Segment	Description	Length Carried in Master Plan	2021 Project Cost Per WWMP	Length Shown on Plans	Unit Cost per Foot	Cost of Segment	Design Costs Paid by District	Adjusted Project Costs Per WWMP	
1	12" diameter Sewer Pipeline from intersection of Avalon Street and Alta Street to Station 16+54.98 (stub out at the end of Section 2 per District prepared plans)	730	\$ 360,000	260	\$ 493.15	\$ 128,219	\$ -	128,219.18	<Developer Designed Segment>
2	10" and 12" diameter from Station 16+54.98 to the intersection of Avalon Street and Raye Street. Section includes removal of existing water pipeline in casing under 60 Freeway and reuse of casing for placement of new 10" diameter sewer pipeline. Section design paid by District	730	\$ 300,000	640	\$ 410.96	\$ 263,014	\$ 39,041	223,972.70	<District Costs for Design Paid To TKE>
3	12" diameter from intersection of Avalon Street and Raye Street to the intersection of Avalon Street and 34th Street	1430	\$ 700,000	984	\$ 489.51	\$ 481,678	\$ 32,130	449,548.30	<District Costs for Design Paid To Webb>
4	12" diameter from intersection of Avalon Street and 36th Street to the intersection of Avalon Street and Mission Blvd.	1430	\$ 700,000	823	\$ 489.51	\$ 402,867	\$ 26,873	375,994.16	<District Costs for Design Paid To Webb>
						1,275,778.33	\$ 98,044.00	\$ 1,177,734.33	

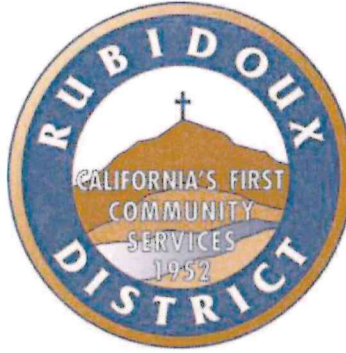
Notes:

- a. 2021 Project Cost based on construction estimates as of September 2021
- b. Maximum reimburseable Project Cost to be adjusted by the ratio of the ENR-CCI's using the September 2021 ENR-CCI Los Angeles of 13,212.48 as the denominator against the current ENR-CCR Los Angeles at the time of Section completion and acceptance by the District
- c. Project Costs shown are the estimated construction cost times 1.4 where the 40% add is comprised of: 15% for contingencies + 15% for Engineering Fees + 10% for other costs (admin., permitting, etc.)
- d. Project costs do not include land acquisition costs
- e. Developer has submitted \$X of eligible reimbursable expenses associated with Section 2 for installed bore pits

Rubidoux Community Services District

Board of Directors

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



General Manager

Brian R. Laddusaw

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

DIRECTORS MEMORANDUM 2023-63

July 6, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Reimbursement Agreement Regarding Avalon Sewer Improvements (Highpointe – Tract No. 36974)

BACKGROUND:

Highpointe Emerald Ridge, LLC and HP-SA ER, LLC, both California limited liability companies, (“Developer”) propose the development of Tract No. 36974 consisting of 184 single-family homes (“Project”) located north of the 60 Freeway along Canal Street, just west of Tract 37640 proposed by Century Communities. The Project is within Rubidoux Community Services District (“District”). For the District to provide water and sewer service to the Project, new water and sewer facilities will need to be installed.

In June 2022 the District adopted updated Water and Wastewater Master Plans. The updated Wastewater Master Plan identifies various wastewater facility improvements necessary to accommodate sewer flows within the District’s service area at buildout. Specific wastewater facilities are determined based on the amount of sewage flow generated within tributary areas (“Tributary Flow”). The Tributary Flow from each tributary area contributes added flow to existing downstream District sewer facilities. To confirm if there is available hydraulic capacity in the existing downstream sewer facilities, hydraulic analyses are performed on the existing downstream District sewer facilities with the addition of the Tributary Flow. Where the hydraulic analyses reflect hydraulic deficiencies in the existing District sewer facilities to accommodate the added Tributary Flow, new sewer facilities are included in the Wastewater Master Plan. The project cost of the new sewer facilities is used in the determination of the District’s Sewer Capacity Fee due for each new connection made to the District’s sewer system. The District assesses Sewer Capacity Fees based on the number of equivalent dwelling units (“EDU”) being connected, where one EDU is equal to the sewage flow generated by a residential home, or 210 gallons per day. It is District practice to reimburse eligible expenses incurred by developers who construct District sewer facilities included in the current District Wastewater Master Plan. The reimbursement

amount for constructing master plan facilities is recognized as a credit against Sewer Capacity Fees due the District. As an example, if a developer builds \$250,000 of District Sewer facilities identified in the District Wastewater Master Plan, the developer would receive 48.08 EDUs of Sewer Capacity Fees as paid (based on current Sewer Capacity Fee of \$5,200/EDU). Prior to initiating work on a master planned sewer improvement in lieu of paying Sewer Capacity Fees the District and developer must enter into a reimbursement agreement to memorialize understandings.

The Developer’s Project is within a sewer tributary area comprised of its Project of 184 EDUs and Century Communities Tract 37640, a separate but adjacent 215 EDU residential project. This sewer tributary area of 399 EDUs total will contribute Tributary Flow to the District’s downstream sewer facilities in Avalon Street, which eventually is conveyed to larger diameter sewer pipeline in Mission Blvd. Based on the hydraulic analyses performed new sewer facilities will be needed in Avalon Street to accommodate the total Tributary Flow.

At this time the Developer and the developer of Tract 37640 have uncertain time schedules for their individual projects, but both acknowledge new sewer facilities in Avalon Street will be required in sections before the first connection in either of their projects can be made. Based on the hydraulic analyses performed it was determined the existing downstream sewer facilities can accommodate portions of the Tributary Flow allowing for new sewer facilities in Avalon Street (“Avalon Sewer Improvements”) to be built in phases. Below is a table showing phasing of the Avalon Sewer Improvements to accommodate certain numbers of EDU:

Section	Description	Allowable EDU
1	12" diameter Sewer Pipeline from intersection of Avalon Street and Alta Street to Station 16+54.98 (stub out at the end of Section 2 per District prepared plans)	0
2	10" and 12" diameter from Station 16+54.98 to the intersection of Avalon Street and Raye Street. Section includes removal of existing water pipeline in casing under 60 Freeway and reuse of casing for placement of new 10" diameter sewer pipeline. Section design paid by District	144
3	12" diameter from intersection of Avalon Street and Raye Street to the intersection of Avalon Street and 34th Street	259
4	12" diameter from intersection of Avalon Street and 36th Street to the intersection of Avalon Street and Mission Blvd.	399
Note: <u>Sections 1 and 2 must be completed prior to the first EDU</u>		

Given the construction timing of the Project and Tract 37640 is uncertain, each developer seeks to formalize a reimbursement agreement with the District for the portions of the Avalon Sewer Improvements they take the lead in installing.

The developer of Tract 37640 entered an agreement with the District on July 28, 2022, entitled “Reimbursement Agreement Master Planned Sewer System Improvements Tract 37640 (Century Communities)” regarding the construction of Section 2 of the Avalon Sewer Improvements (“Original Reimbursement Agreement”). Under this agreement, Century Communities initiated work on Section 2 of the Avalon Sewer Improvements but has since ceased work. Some of the work performed by Century Communities on Section 2 of the Avalon Sewer Improvements has been identified as eligible expenses for reimbursement against Sewer Capacity Fees due for Tract 37640. The reimbursable amount for prior work performed by Century Communities on Section 2 along with the costs paid by the District for the design of Section 2 reduces the maximum reimbursable amount available for Section 2 if completed by the Developer.

Staff has worked with the Developer on an agreement entitled “Reimbursement Agreement Master Planned Sewer System Improvements Tract No. 36974 (Highpointe Emerald Ridge)” (“Reimbursement Agreement”) to memorialize the following regarding the Avalon Sewer Improvements:

1. The maximum reimbursable amount for all Sections of the Avalon Sewer Improvements is based on the current Wastewater Master Plan costs (as adjusted for change in ENR index) but reduced for design expenses incurred by the District and prior reimbursable eligible expenses incurred by Century Communities on Section 2.
2. Reimbursements by the District for eligible expenses associated with the construction of Avalon Sewer Improvements incurred by the Developer will be in the form of Sewer Capacity Fee EDU credits calculated by dividing the allowable reimbursement amount by the then current Sewer Capacity Fee per EDU.
3. Avalon Sewer Improvements can be constructed in Sections but limited to a specific number of EDUs from the tributary area upstream of Section 1. Once all Sections of the Avalon Sewer Improvements are completed the entire Tributary Flow can be connected.
4. Sewer Capacity Fee EDU credits can only be used by the Developer for the Project. The credits are not transferrable to other future projects the Developer may build within the District.
5. No EDUs from the Tributary Flow can be connected until Sections 1 and 2 of the Avalon Sewer Improvements are completed.
6. Acknowledges the Developer, the District, or others can build any portion or all of the Avalon Sewer Improvements. If the Developer connects EDUs to the Avalon Sewer Improvements built by others or the District, the Developer will be obligated to pay all Sewer Capacity Fees due for EDUs connected.

The proposed Reimbursement Agreement with the Developer is attached as Attachment 1. Within the Reimbursement Agreement cost details are provided. The District accounted for cost of the Avalon Sewer Improvements in the updated Wastewater Master Plan. As such providing credits in the form of Sewer Capacity Fee EDUs for eligible expenses up to the maximum reimbursable amounts as shown in the District Wastewater Master Plan for completed Sections of the Avalon Sewer Improvements has no budgetary impact. Essentially

the Developer is electing to construct Avalon Sewer Improvements in-lieu of paying Sewer Capacity Fees that would otherwise be used by the District to build the facilities.

District Counsel Harper has reviewed the Reimbursement Agreement and finds it is consistent with District policies regarding issues of this matter. Staff recommends the Board of Directors consider approving the Reimbursement Agreement for the following reasons:

1. Provides ability for the Developer or other developers within the tributary area to connect EDUs without completing the entire Avalon Sewer Improvements.
2. The number of EDUs allowed for connection per Section completed of the Avalon Sewer Improvements is identified.
3. Confirmation the maximum reimbursable amount available for Section 2 of the Avalon Sewer Improvements available to the Developer has been adjusted to account for prior eligible expenses incurred by Century Communities on Section 2 and design costs incurred by the District for Section 2.
4. Acknowledge the maximum reimbursable amounts for Sections of the Avalon Sewer Improvements are reduced based on the design costs incurred by the District.
5. The net effect is cost neutral for the District and the Developer.
6. Confirms any Sewer Capacity Fee credits earned by the Developer can only be used for the Project.
7. Complies with District practice and policies.

RECOMMENDATION:

The General Manager recommends the Board of Directors consider the following:

1. Approving the agreement entitled “Reimbursement Agreement Master Planned Sewer System Improvements Tract No. 36974 (Highpointe Emerald Ridge)”

Respectfully,

BRIAN R. LADDUSAW, CPA
General Manager

Attach:

1. Reimbursement Agreement Master Planned Sewer System Improvements Tract 36974 (Highpointe Emerald Ridge)

Rubidoux Community Services District

Board of Directors

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



General Manager

Brian R. Laddusaw

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

DIRECTORS MEMORANDUM 2023-64

July 20, 2023

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Reimbursement Agreement Regarding Avalon Sewer Improvements (Century – Tract No. 37640)

BACKGROUND:

Century Communities, LLC, a Delaware Limited Liability Company (“Developer”) proposes the development of Tract No. 37640 consisting of 215 single-family homes (“Project”) located north of the 60 Freeway along Canal Street, just east of Tract 36974 proposed by Highpoint Development. The Project is within Rubidoux Community Services District (“District”). For the District to provide water and sewer service to the Project, new water and sewer facilities will need to be installed.

In June 2022 the District adopted updated Water and Wastewater Master Plans. The updated Wastewater Master Plan identifies various wastewater facility improvements necessary to accommodate sewer flows within the District’s service area at buildout. Specific wastewater facilities are determined based on the amount of sewage flow generated within tributary areas (“Tributary Flow”). The Tributary Flow from each tributary area contributes added flow to existing downstream District sewer facilities. To confirm if there is available hydraulic capacity in the existing downstream sewer facilities, hydraulic analyses are performed on the existing downstream District sewer facilities with the addition of the Tributary Flow. Where the hydraulic analyses reflect hydraulic deficiencies in the existing District sewer facilities to accommodate the added Tributary Flow, new sewer facilities are included in the Wastewater Master Plan. The project cost of the new sewer facilities is used in the determination of the District’s Sewer Capacity Fee due for each new connection made to the District’s sewer system. The District assesses Sewer Capacity Fees based on the number of equivalent dwelling units (“EDU”) being connected, where one EDU is equal to the sewage flow generated by a residential home, or 210 gallons per day. It is District practice to reimburse eligible expenses incurred by developers who construct District sewer facilities included in the current District Wastewater Master Plan. The reimbursement

amount for constructing master plan facilities is recognized as a credit against Sewer Capacity Fees due the District. As an example, if a developer builds \$250,000 of District Sewer facilities identified in the District Wastewater Master Plan, the developer would receive 48.08 EDUs of Sewer Capacity Fees as paid (based on current Sewer Capacity Fee of \$5,200/EDU). Prior to initiating work on a master planned sewer improvement in lieu of paying Sewer Capacity Fees the District and developer must enter into a reimbursement agreement to memorialize understandings.

The Developer’s Project is within a sewer tributary area comprised of its Project of 215 EDUs and Tract 36974, a 184 EDU residential project. This sewer tributary area of 399 EDUs total will contribute Tributary Flow to the District’s downstream sewer facilities in Avalon Street, which eventually is conveyed to larger diameter sewer pipeline in Mission Blvd. Based on the hydraulic analyses performed new sewer facilities will be needed in Avalon Street to accommodate the total Tributary Flow.

At this time the Developer and the developer of Tract 36974 have uncertain time schedules for their individual projects, but both acknowledge new sewer facilities in Avalon Street will be required in sections before the first connection in either of their projects can be made. Based on the hydraulic analyses performed it was determined the existing downstream sewer facilities can accommodate portions of the Tributary Flow allowing for new sewer facilities in Avalon Street (“Avalon Sewer Improvements”) to be built in phases. Below is a table showing phasing of the Avalon Sewer Improvements to accommodate certain numbers of EDU:

Section	Description	Allowable EDU
1	12" diameter Sewer Pipeline from intersection of Avalon Street and Alta Street to Station 16+54.98 (stub out at the end of Section 2 per District prepared plans)	0
2	10" and 12" diameter from Station 16+54.98 to the intersection of Avalon Street and Raye Street. Section includes removal of existing water pipeline in casing under 60 Freeway and reuse of casing for placement of new 10" diameter sewer pipeline. Section design paid by District	144
3	12" diameter from intersection of Avalon Street and Raye Street to the intersection of Avalon Street and 34th Street	259
4	12" diameter from intersection of Avalon Street and 36th Street to the intersection of Avalon Street and Mission Blvd.	399
Note: <u>Sections 1 and 2 must be completed prior to the first EDU</u>		

Given the construction timing of the Project and Tract 36974 is uncertain, each developer seeks to formalize a reimbursement agreement with the District for the portions of the Avalon Sewer Improvements they take the lead in installing.

The developer of Tract 37640 entered an agreement with the District on July 28, 2022, entitled “Reimbursement Agreement Master Planned Sewer System Improvements Tract 37640 (Century Communities)” regarding the construction of Section 2 of the Avalon Sewer Improvements (“Original Reimbursement Agreement”). Under this agreement, Century Communities initiated work on Section 2 of the Avalon Sewer Improvements but has since ceased work. Some of the work performed by Century Communities on Section 2 of the Avalon Sewer Improvements has been identified as eligible expenses for reimbursement against Sewer Capacity Fees due for Tract 37640. The reimbursable amount for prior work performed by Century Communities on Section 2 along with the costs paid by the District for the design of Section 2 reduces the maximum reimbursable amount available for Section 2 if completed by the Developer.

Staff has worked with the Developer on an agreement entitled “Reimbursement Agreement Master Planned Sewer System Improvements Tract No. 37640 (Century Communities)” (Reimbursement Agreement”) to memorialize the following regarding the Avalon Sewer Improvements:

1. The maximum reimbursable amount for all Sections of the Avalon Sewer Improvements is based on the current Wastewater Master Plan costs (as adjusted for change in ENR index) but reduced for design expenses incurred by the District and prior reimbursable eligible expenses incurred by Century Communities on Section 2.
2. Reimbursements by the District for eligible expenses associated with the construction of Avalon Sewer Improvements incurred by the Developer will be in the form of Sewer Capacity Fee EDU credits calculated by dividing the allowable reimbursement amount by the then current Sewer Capacity Fee per EDU.
3. Avalon Sewer Improvements can be constructed in Sections but limited to a specific number of EDUs from the tributary area upstream of Section 1. Once all Sections of the Avalon Sewer Improvements are completed the entire Tributary Flow can be connected.
4. Sewer Capacity Fee EDU credits can only be used by the Developer for the Project. The credits are not transferrable to other future projects the Developer may build within the District.
5. No EDUs from the Tributary Flow can be connected until Sections 1 and 2 of the Avalon Sewer Improvements are completed.
6. Acknowledges the Developer, the District, or others can build any portion or all of the Avalon Sewer Improvements. If the Developer connects EDUs to the Avalon Sewer Improvements built by others or the District, the Developer will be obligated to pay all Sewer Capacity Fees due for EDUs connected.

The proposed Reimbursement Agreement with the Developer is attached as Attachment 1. Within the Reimbursement Agreement cost details are provided. The District accounted for cost of the Avalon Sewer Improvements in the updated Wastewater Master Plan. As such providing credits in the form of Sewer Capacity Fee EDUs for eligible expenses up to the maximum reimbursable amounts as shown in the District Wastewater Master Plan for completed Sections of the Avalon Sewer Improvements has no budgetary impact. Essentially the Developer is electing to construct Avalon Sewer Improvements in-lieu of paying Sewer Capacity Fees that would otherwise be used by the District to build the facilities.

District Counsel Harper has reviewed the Reimbursement Agreement and finds it is consistent with District policies regarding issues of this matter. Staff recommends the Board of Directors consider approving the Reimbursement Agreement for the following reasons:

1. Provides ability for the Developer or other developers within the tributary area to connect EDUs without completing the entire Avalon Sewer Improvements.
2. The number of EDUs allowed for connection per Section completed of the Avalon Sewer Improvements is identified.
3. Confirmation the maximum reimbursable amount available for Section 2 of the Avalon Sewer Improvements available to the Developer has been adjusted to account for prior eligible expenses incurred by Century Communities on Section 2 and design costs incurred by the District for Section 2.
4. Acknowledge the maximum reimbursable amounts for Sections of the Avalon Sewer Improvements are reduced based on the design costs incurred by the District.
5. The net effect is cost neutral for the District and the Developer.
6. Confirms any Sewer Capacity Fee credits earned by the Developer can only be used for the Project.
7. Complies with District practice and policies.

RECOMMENDATION:

The General Manager recommends the Board of Directors consider the following:

1. Rescind the prior agreement with Century Communities and replace it with this new agreement.
2. Approve the agreement entitled “Reimbursement Agreement Master Planned Sewer System Improvements Tract No. 37640 (Century Communities)”

Respectfully,

BRIAN R. LADDUSAW, CPA
General Manager

Attach:

1. Reimbursement Agreement Master Planned Sewer System Improvements Tract 37640 (Century Communities)

17. Directors Comments – Non-action

18. Adjournment