### **Rubidoux Community Services District**

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

**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, June 20, 2024, 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: <u>https://zoom.us/</u>

- Meeting ID is <u>994 957 9980</u>
- Passcode is: rcsd
- Call into the meeting number 1-669-444-9171

Only one person at a time may speak by telephone or Zoom and only after being recognized by the President 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).

#### ADDITIONS TO THE AGENDA

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require a two-thirds vote of the entire Board, or, if fewer than two-thirds of the members are present, a unanimous vote of those members present, making findings that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the posting of the agenda.

- 1. CALL TO ORDER John Skerbelis, President
- 2. PLEDGE OF ALLEGIANCE General Manager
- 3. <u>ROLL CALL</u> General Manager

#### 4. PUBLIC COMMENTS

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 five 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.

#### 5. <u>CONSENT CALENDAR</u>

Consent Calendar items are expected to be routine and non-controversial and are to be acted upon by the Board by one motion, without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar for further discussion, it will be moved to the first item on the Action Agenda.

- A. Approval of Minutes for June 6, 2024, Regular Meeting
- B. Consideration to Approve June 21, 2024, Salaries, Expenses and Transfers
- C. **DM 2024-50**: Receive and File Statement of Cash Asset Schedule Report Ending May 2024
- D. **DM 2024-51**: Consider Adoption of Resolution No. 2024-915, A Resolution Authorizing the Use of PlanetBids for Procurement Advertising
- E. **DM 2024-52**: Consider Notice of Cancellation of the Rubidoux Community Services District July 4, 2024, Regular Board Meeting
- F. **DM 2024-53**: Correction to Grant Deed for Contributed Water and Sewer Assets for Agua Mansa Commerce Park Parcel Map 37528

#### 6. CORRESPONDENCE AND RELATED INFORMATION

#### 7. <u>REPORTS</u>

- A. Operations Report (Second Meeting Each Month)
- B. Emergency and Incident Report (Second Meeting Each Month)
- C. General Manager and Staff Reports / Updates
- D. Committee Reports

#### 8. ACTION / DISCUSSION ITEMS

- A. **DM 2024-54**: First Reading of Ordinance No. 2024-138, An Ordinance of the Rubidoux Community Services District Authorizing the Adoption of Financial Policy Number 1040 'Procurement Policy'
- B. **DM 2024-55**: Consider Submitting a Ballot for the California Special Districts Association Board of Directors Seat A, Southern Network
- C. DM 2024-56: PUBLIC HEARING (CANCELLED) Consideration to Cancel the Public Protest Hearing Related to Resolution No. 2024-911, A Resolution Adjusting the Solid Waste Collection and Disposal Charges for Residential, Commercial, and Industrial Customers
- D. DM 2024-57: Consideration to Adopt Draft Rubidoux Community Services District Operations and Capital Improvement Budgets and Salary Schedule for Fiscal Year 2024|2025
- E. <u>CLOSED SESSION</u> Pursuant to Government Code 54957.6: Agency Designated Representative: Brian Laddusaw – General Manager, Regarding Labor Negotiations with Employee Organization: Laborers International Union of North America, Local 777

#### 9. DIRECTORS COMMENTS AND REQUESTS

#### 10. NEXT MEETING

Thursday, July 18, 2024, at 4:00 p.m.

#### 11. ADJOURNMENT

Any person with a disability who requires a modification or accommodation in order to participate in this meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the Rubidoux Community Services District Board of Directors during the meeting, should contact the Rubidoux Community Services District Administrative Department, at (951) 684-7580 or <u>admin@rcsd.org</u>, no fewer than two (2) business days prior to this meeting to enable the Rubidoux Community Services District to make reasonable arrangements to assure accessibility or language assistance for this meeting.

#### **DECLARATION OF POSTING**

I, Brian Laddusaw, General Manager and Board Secretary to the Rubidoux Community Services District, certify that a copy of this has been posted in the District's main office, 3590 Rubidoux Blvd., Jurupa Valley, and on its website no less than seventy-two (72) hours before the start of the meeting.

Brian Laddusaw General Manager-Secretary

## 4. PUBLIC COMMENTS

## 5. CONSENT CALENDAR

A. Approval of Minutes for June 6, 2024, Regular Meeting

#### RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

#### MINUTES OF REGULAR MEETING Thursday, June 6, 2024

<b>DIRECTORS PRESENT</b> :	Bernard Murphy
	F. Forest Trowbridge
	Hank Trueba, Jr.
	John Skerbelis

#### DIRECTORS VIA ZOOM: Armando Muniz

STAFF PRESENT:	Brian Laddusaw, General Manager Ted Beckwith, Director of Engineering
	Martha Perez, Customer Service/Accounts Payable
	Manager
	Melissa Trujillo, HR Generalist/Safety and Facilities
	Coordinator
	Kirk Hamblin, Director of Finance and Administration
VISITORS (SIGNED IN):	Edward Flanagan, RCSD Customer

#### VISITORS (SIGNED IN): Edward Flanagan, RCSD Customer Wendell Prude, LIUNA Local 777 Representative Johanna Garcia, LIUNA Local 777 Steward

#### **ITEM 1. CALL TO ORDER**

The meeting of the Board of Directors of the Rubidoux Community Services District by President Skerbelis, at 4:00 P.M., Thursday, June 6, 2024, in-person and by teleconferencing at the District's Administrative Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

#### ITEM 2. PLEDGE OF ALLEGIANCE – General Manager

ITEM 3. ROLL CALL – General Manager

#### **ITEM 4. PUBLIC COMMENTS**

RCSD customer Edward Flanagan commented during the Board meeting how upset he was for the services he had received regarding his trash barrel. He shared it took three weeks for the trash barrel to be replaced after he had reported the broken trash barrel. District staff had previously assisted him and he had received a new trash barrel prior to the Board meeting. He also shared his concerns with the Board meetings starting at 4pm. He believes it is not an appropriate time for those who work. Board President Skerbelis apologized for the inconvenience and provided Mr. Flanagan with his contact information if he has any questions or concerns.

#### **ITEM 5. CONSENT CALENDAR**

- A. Approval of Minutes for May 16, 2024, Regular Meeting
- B. Consideration to Approve June 7, 2024, Salaries, Expenses and Transfers
- C. **DM 2024-41:** Receive and File Statement of Cash Asset Schedule Report Ending April 2024
- D. **DM 2024-42:** Consider Response to the 2024 Conflict of Interest Code Biennial Notice for Amendments
- E. **DM 2024-43:** Consider Ratification of Contract Change Order Number 2 for the Backwash Supply Pipeline Project at Leland Thompson Water Treatment Facility
- F. **DM 2024-44:** Consider Revisions to Employee Handbook Policy Number 2142 'Travel Expense/Vehicle Costs Reimbursements'

#### ACTION:

Director Murphy moved, and Director Trueba seconded to approve the Consent Calendar:

Roll call:

Ayes – 5 Noes – 0 Abstain – 0 Absent – 0

The motion was carried 5-0-0-0.

#### ITEM 6. CORRESPONDENCE AND RELATED INFORMATION

GM Brian Laddusaw included an article from the Riverside Press Enterprise titled, "CEQA reform is still needed as much as ever." After more than a year of study, California's Little Hoover Commission has confirmed what many have long known: the California Environmental Qualify Act needs reform. The commission, which stands as an independent agency which investigates state policy issues and offers recommendations for reform, began holding hearings on CEQA in March 2023. The commission, which stands as an independent agency which investigates state policy issues and offers recommendations for reform, began holding hearings on CEQA in March 2023. The commission credits the environmental protection law, which was signed in 1970 by then Gov. Regan, for offering important protection to the Golden State's environment. Hundreds of CEQA lawsuits are filed every year. While some raise legitimate issues, many often font and are intended to throw a wrench into planned developments.

GM Brian Laddusaw also shared a second article titled "Council approves power line plan." In a 4-3 vote, the majority rejected calls to run the project underground instead of on 180-foot towers. Despite on going push back on its plans to run power line along 180-foot towers above the Santa

Ana River, a majority of the Riverside City Council has given the long-awaited project is final approval. The council votes 4-3 Tuesday evening to proceed with the power project as proposed, rather than scrap the plan and redesign it to bury the power lines, as officials from neighboring Norco and Jurupa Valley have urged. Riverside officials have expressed concerns about power outages with the city's current connection to the power grid.

#### **ITEM 7. REPORTS**

- A. **Operations Report** (Second Meeting Each Month)
- B. Emergency and Incident Report (Second Meeting Each Month)-

#### C. General Manager and Staff Reports / Updates

GM Laddusaw commented on the City of Jurupa Valley Public Works Department Open House scheduled for on Saturday, June 1, 2024, from 8 am – 12 pm at the Jurupa Valley Operations Center. He presented a couple of pictures from the event. He also shared with the Board the invitation to the National Night Out on August 6, 2024, from 6pm-8pm. GM Laddusaw also invited the Board to attend the Leland Thompson Plant tour scheduled for Tuesday, June 11, 2024, from 11am-1pm, the City of Riverside Youth Program will be attending the tour. Kirk, Director of Finance and Administration commented on the upcoming Procurement Policy update he will be providing to the Board for approval in the next scheduled meeting.

#### D. Committee Reports

GM Laddusaw shared the Board had met for two Finance & Budget Committee meetings. The Finance and Budget Committee includes the complete Board. They met to discuss the MOU and the second meeting to discuss the new fiscal year budget. Director Murphy commented on the food recovery program, he shared Cal Recycle will be posting on their website the free food locations and resources available for individuals. Inland Harvest provides the food.

#### ITEM 8. ACTION/DISCUSSION ITEMS.

A. DM 2024-45: Consider At-Risk Development Agreement for Tract 32721 and Tract 36947

#### BACKGROUND:

The Rubidoux Community Services District ("District") Board of Directors ("Board") adopted the current Design and Construction Manual ("Manual") in 2005. This Manual requires in Appendix "F" that the Tract Map for the development be approved by the City of Jurupa Valley ("City"), as successor to the County in 2011 when the City was incorporated and recorded with Riverside County Recorder's Office ("County Recorder").

Within the City and District, two tracts of homes are under development by Lennar Homes of California, LLC, ("Developer") which are Tract 32721 and Tract 36947. The project, currently called Emerald Ridge North, includes a total of 204 detached single family residential lots and is located east of Murial Avenue, North of Canal Avenue and west of 28<sup>th</sup> Street. The Tract Maps

for this development have not yet been approved by the City and therefore has not yet been recorded with the County Recorder. The Developer desires, however, to start construction on this project prior to approval and recording of the Tract Map. The City will soon permit the Developer to start grading the proposed streets and building pads and the next step in construction is to install the Water and Sewer Pipelines ("Pipelines").

As the District's Manual requires the Tract Map be recorded, technically the District cannot allow construction of the Pipelines at this time. Since the Manual is a legally adopted document by the Board, staff considers it appropriate to create an Agreement with the Developer to start construction and to bring the Agreement to the Board for approval before signing the Agreement. A similar agreement was considered and approved by the Board with a different developer (Tract 37211) on March 21, 2024, pursuant to Directors Memorandum 2024-25.

This Agreement is attached to this Director's Memorandum and includes provisions placing the Developer at their own risk in constructing the Pipelines in that the installation of the Pipelines does not create a vested interest that the Tract Maps will be recorded in their present configuration and that if changes are made to the location of the streets wherein the Pipelines are placed the Developer will have to relocate the Pipelines at their own cost.

#### Coordination

Staff and District Counsel John Harper have coordinated with Lennar Homes of California in the development of the attached Agreement and recommend the Board of Directors consider its approval.

#### ACTION:

Director Murphy moved, and Director Trueba seconded to authorize the General Manager to:

Sign the agreement titled "AT RISK CONSTRUCTION AGREEMENT WATER AND SEWER SYSTEM IMPROVEMENTS TRACT NOS. 32721 and 36947 (Emerald Ridge North)" between the District and Developer.

Roll call:

Ayes – 5 Noes – 0 Abstain – 0 Absent – 0

The motion was carried 5-0-0-0.

B. DM 2024-46: PUBLIC HEARING – Second Reading and Adoption of Ordinance No. 2024-136, 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 May 2, 2024, at the regularly scheduled Rubidoux Community Services District ("District") Board of Director's ("Board") meeting, the Board directed staff to prepare draft Ordinance No. 2024-136 and schedule its introduction (First Reading) at the May 16, 2024 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 two (2) rate of the 5-year defensible rate plan adopted by the Board on December 15, 2022.

As stewards of the community's infrastructure and environmental health, it is imperative that the District ensures the sustainable management of its wastewater system.

- 1. **Infrastructure Maintenance and Upgrades**: The District's wastewater treatment facilities and infrastructure require continuous maintenance and periodic upgrades to remain operational and compliant with regulatory standards. Aging pipelines, treatment plants, and equipment demand significant investment to prevent system failures, mitigate environmental risks, and ensure the uninterrupted delivery of essential services to District customers.
- 2. Compliance with Regulatory Standards: Regulatory agencies impose stringent requirements on wastewater treatment and discharge to safeguard public health and the environment. Failure to comply with these standards can result in substantial fines, legal liabilities, and reputational damage to the organization. Increasing operational costs associated with regulatory compliance necessitate adjustments to the District's rates to uphold its commitment to environmental responsibility and regulatory compliance.
- 3. **Population Growth and Increased Demand**: Population growth and urban development exert pressure on the District's wastewater infrastructure, leading to higher treatment volumes and operational expenses. As the community expands, so does the demand for wastewater services. To accommodate this increased demand and maintain service reliability, it is imperative to invest in capacity expansions, infrastructure enhancements, and technology upgrades, all of which require additional funding.
- 4. Financial Sustainability and Long-Term Viability: Maintaining a financially sustainable wastewater system is crucial to safeguarding the interests of the District's stakeholders and ensuring the long-term viability of the organization. Adequate funding through appropriate rate structures is essential to cover operating expenses, capital investments, and reserve funds for contingencies. By implementing a rate increase, the District can secure the financial stability necessary to support its mission and deliver high-quality wastewater services to its customers.

The proposed wastewater rate increase is a necessary and prudent measure to address the challenges facing the District's wastewater system, including infrastructure maintenance, regulatory compliance, population growth, environmental resilience, and financial sustainability.

During the First Reading of draft Ordinance No. 2024-136 on May 16, 2024, no Board members provided alterations or comments as it pertained to draft Ordinance No. 2024-136. 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. 2024-136 at the June 6, 2024, regularly scheduled Board meeting.

This afternoon's Public Hearing for Ordinance No. 2024-136 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. 2024-136.

At the conclusion of this afternoon's Public Hearing and Final Reading, District staff recommend the Board consider adoption of Ordinance No. 2024-136. The Ordinance will have an effective date no earlier than thirty (30) days from today or July 6, 2024.

#### ACTION:

Director Murphy moved, and Director Trueba seconded to authorize the General Manager to:

Adopt Ordinance No. 2024-136 with an effective date of July 6, 2024.

Roll call:

Ayes – 5 Noes – 0 Abstain – 0 Absent – 0

The motion was carried 5-0-0-0.

C. DM 2024-47: PUBLIC HEARING – Second Reading and Adoption of Ordinance No. 2024-137, 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 May 2, 2024, at the regularly scheduled Rubidoux Community Services District ("District") Board of Director's ("Board") meeting, the Board directed staff to prepare draft Ordinance No. 2024-137 and schedule its introduction (First Reading) at the May 16, 2024 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 two (2) rate of the 5-year defensible rate plan adopted by the Board on December 15, 2022.

As guardians of the community's water resources and infrastructure, it is incumbent upon the District to ensure the sustainable management of its water system.

1. **Infrastructure Maintenance and Rehabilitation**: The District's water distribution infrastructure, including pipes, pumps, and treatment plants, is aging and in need of regular maintenance and rehabilitation. Failure to address infrastructure deterioration can lead to leaks, breaks, and service disruptions, resulting in costly repairs, water loss, and customer dissatisfaction. Increasing investment in infrastructure maintenance is essential

to preserve the reliability and efficiency of the District's water system and mitigate the risk of system failures.

- 2. **Compliance with Drinking Water Standards**: Regulatory agencies set stringent standards for drinking water quality to protect public health and safety. Ensuring compliance with these standards requires continuous monitoring, testing, and treatment of the water supply. As regulatory requirements evolve and become more stringent, the costs associated with water treatment and quality assurance escalate. A rate increase is necessary to cover the expenses associated with maintaining compliance with drinking water standards and safeguarding the health of District customers.
- 3. **Resilience to Climate Change and Extreme Weather Events**: Climate change poses significant challenges to water management, including more frequent and severe droughts, floods, and extreme weather events. Building resilience to climate change requires investments in adaptive infrastructure, water storage, and emergency preparedness measures. By increasing water rates, the District can generate the revenue needed to enhance the resilience of its water system, minimize the impacts of climate-related risks, and ensure the continuous delivery of safe and reliable water services to District customers.
- 4. **Financial Sustainability and Long-Term Viability**: Maintaining a financially sustainable water system is essential to support the District's mission, meet customer expectations, and fulfill its obligations to stakeholders. Adequate funding through appropriate rate structures is indispensable for covering operating expenses, debt service obligations, capital investments, and reserve funds for contingencies. A responsible and transparent approach to rate setting will enable the District to achieve financial sustainability while upholding its commitment to delivering high-quality water services to District customers.

The proposed water rate increase is a necessary and prudent measure to address the challenges facing the water system, including infrastructure maintenance, regulatory compliance, water conservation, climate resilience, and financial sustainability.

During the First Reading of draft Ordinance No. 2024-137 on May 16, 2024, no Board members provided alterations or comments as it pertained to draft Ordinance No. 2024-137. 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. 2024-137 at the June 6, 2024, regularly scheduled Board meeting.

This afternoon's Public Hearing for Ordinance No. 2024-137 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. 2024-137.

At the conclusion of this afternoon's Public Hearing and Final Reading, District staff recommend the Board consider adoption of Ordinance No. 2024-137. The Ordinance will have an effective date no earlier than thirty (30) days from today or July 6, 2024.

#### **ACTION:**

Director Murphy moved, and Director Trueba seconded to authorize the General Manager to:

Adopt Ordinance No. 2024-137 with an effective date of July 6, 2024.

Roll call:

Ayes – 5 Noes – 0 Abstain – 0 Absent – 0

The motion was carried 5-0-0-0.

**D. DM 2024-48:** Consider Adopting Resolution No. 2024-912, A Resolution Adopting a Statement of Investment Policy, and Resolution No. 2024-913, A Resolution Authorizing the Opening of Accounts for Investment Purposes with Certain Financial Institutions

#### BACKGROUND:

As required by California Government Code Section 5364(a), the legislative body shall annually review the policy and change(s) at a public meeting. The purpose of an annual review during a public meeting is to ensure that all investments practices meet Federal, State, and local criteria for prudent management of said local public agency assets.

The attached investment policy sets strategies and guidelines which diversifies assets and maximizes rates while reducing risks. The District continues to exercise most investment instruments, seeking the best yields for our monies. Conservative investment coupled with diversification in this economic environment is a prudent investment management strategy to follow when public monies are at stake. Staff does recommend adjustments, modifications or changes to the attached Rubidoux Community Services District "Statement of Investment Policy". These changes include the following:

- 1. Updating format and current generally accepted practice terminology.
- 2. Updating allowable investments to be current as of January 1, 2024 as allowable by law.
- 3. Inclusion of the monitoring of safety and liquidity of District funds.
- 4. Inclusion of risk management and diversification.
- 5. Inclusion of delivery, safekeeping, and custody.
- 6. Inclusion of a glossary.

If acceptable, the attached Resolution No. 2024-912 is presented for the Board of Directors adoption this afternoon.

With respect to the District's banking and investment institutions, Staff is requesting to keep active, for investments purposes, those banking institutions listed on attached Resolution No. 2023-903, but update previous Resolution 799 as it has become outdated due to financial institution mergers/acquisitions. If acceptable, the attached Resolution No. 2024-913 is presented for the Board of Directors adoption this afternoon.

#### ACTION:

Director Trowbridge moved, and Director Trueba seconded to authorize the General Manager to:

1. The Adoption of Resolution No. 2024-912 which modifies and updates the Rubidoux Community Services District Investment Policy.

2. The Adoption of Resolution No. 2024-913 which authorizes the opening of accounts for investment purposes with certain financial institutions.

**Roll call:** 

Ayes – 5 Noes – 0 Abstain – 0 Absent – 0

The motion was carried 5-0-0-0.

E. DM 2024-49: Consider Adopting Resolution No. 2024-914, A Resolution Authorizing the Establishment of a CalPERS Employer Pension Prefunding Trust (CEPPT) Section 115 Trust

#### BACKGROUND:

The Rubidoux Community Services District ("District") is a member of the California Public Employees' Retirement System ("CalPERS"), and as such, is obligated by the Public Employees' Retirement Law and the contract between the Board of Administration of CalPERS and the District to make contributions to CalPERS to (a) fund pension benefits for its employees who are members of CalPERS, (b) amortize a portion of the unfunded accrued liability (the "UAL") with respect to such pension benefits, and (c) appropriate funds for the purposes of paying for the pension benefits and such Unfunded Liability.

Under the CalPERS contract, the District is legally obligated to make certain payments to CalPERS in respect to current and retired public safety employees and miscellaneous employees under the associated pension plans that amortize such obligations over a fixed period of time, including normal costs.

The District currently has an UAL account balance of \$7.0 million, which is required to be paid off during the next 25-year period at 6.8% interest. The District's UAL is the shortfall of comparing its current total pension assets of \$19.5 million against its current total pension obligations of \$26.5 million. In addition to biweekly payroll contributions made by the District to CalPERS, the District makes annual lump-sum payments which represents the amortized payment amount on the District's UAL. In the current fiscal year, this lump-sum payment was \$424,520, which was authorized pursuant to Directors Memorandum ("DM") 2023-68. In FY 2024|2025, this lump-sum payment will be \$549,991.

The growth of the District's UAL is a combination of factors. Every year CalPERS prepares updated actuarial valuation reports for each of the District's pension plans wherein it calculates

the District's total pension liability as of the end of the prior fiscal year. If the investment performance during that fiscal year was different from the Discount Rate, or if CalPERS made any changes to its actuarial assumptions, or if the actual demographic or compensation experience within the pension plans was different from the actuarial assumptions (i.e., life expectancy and retirement age), new line items, or UAL amortization "bases," may be added to the plan and result in a change to the UAL balance. Such UAL amortization bases may be positive (indicating funding shortfall for the Pension Plans) or negative (indicating funding surplus for the pension plans). Since CalPERS can add new UAL amortization bases every year, the pension plans must be monitored annually and managed continually – there is no one-time solution.

The District's UAL is not unique to Rubidoux and in February 2023, the District's Board of Directors ("Board") adopted an Unfunded Accrued Liability Pension Management Policy ("Policy") pursuant to Resolution No. 2023-901 for the purpose of addressing the existing and any future UAL associated with the District's CalPERS pension plans. The Policy reflects a reasonable and conservative approach to managing the UAL costs associated with the pension plans and recognizes the pension plans are subject to market volatility and that economic and demographic experience of the plans will differ from the actuarial assumptions. Accordingly, the Policy is intended to allow for adaptive responses to changing circumstances, providing flexibility to address such volatility in a financially sound manner.

The District has a current UAL funding level objective of 85%, which means the District should maintain assets of at least 85% of obligations. The District has a current funding status of 74% (\$19.5 million / \$26.5 million). There are a multitude of ways the District can reach its funding level objective, one of which is to utilize Additional Discretionary Payments ("ADPs"), which are considered supplemental contributions to the District's pension plans. These supplemental contribution reduces the UAL balance, the annual required contributions for future years, and the total interest costs associated with the UAL. CalPERS does not apply any prepayment penalties for ADPs and should not adversely affect the general obligations of the District.

Beginning in FY 2023|2024, the District budgeted for an ADP in the amount of \$150,000. For FY 2024|2025, the District is budgeting for another ADP of \$150,000. These monies are housed and monitored separately from the District's current \$19.5 million asset portfolio through the establishment of a CalPERS Employer Pension Prefunding Trust (CEPPT) Section 115 Trust. This trust will enable the District to manage pension liabilities more effectively, ensuring long-term fiscal sustainability. This memorandum is needed for the administrative side and to work with CalPERS for establishing the trust and then subsequently utilizing the budgeted funding to make the ADPs.

The District is dedicated to maintaining the financial health of its retirement benefit programs. However, unfunded pension liabilities pose significant financial risks and budgetary pressures. To address these challenges, the District can establish a CEPPT Section 115 Trust, allowing the District to set aside and invest funds specifically for future pension obligations.

#### **Benefits of a CEPPT Section 115 Trust**

#### 1. Enhanced Financial Management:

a. Prefunding pension obligations can help smooth budgetary impacts and provide greater predictability in financial planning.

#### 2. Risk Mitigation:

a. By setting aside funds specifically for pension liabilities, the District can mitigate the risk of pension cost volatility and unfunded liabilities.

#### 3. Increased Local Control:

- a. Funds in a Section 115 Trust remain under the control of the District, allowing the District to decide the timing and amount of disbursements to CalPERS.
- b. This control ensures that funds are available when needed and can be strategically managed to align with the District's financial goals.

#### **Implementation Plan**

#### 1. Board Approval:

- a. Obtain formal approval from the Board of Directors to establish the CEPPT Section 115 Trust.
- b. Approve Resolution 2024-914 outlining the purpose, benefits, and guidelines for the trust.

#### 2. Trust Setup:

- a. Work with CalPERS to establish the trust, ensuring compliance with all regulatory requirements.
- b. Determine the initial funding amount and subsequent contribution schedule based on actuarial assessments and budgetary considerations.

#### 3. Ongoing Management and Oversight:

- a. Establish a governance structure for the trust, including roles and responsibilities for monitoring and reporting.
- b. Regularly review and adjust the funding strategy and investment policy based on performance and changing economic conditions.

#### ACTION:

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

1. Approve the establishment of a CEPPT Section 115 Trust to enhance our pension funding strategy and strengthen the financial foundation of the Rubidoux Community Services District.

2. Adoption of Resolution No. 2024-914 which authorizes the establishment of a CalPERS Employer Pension Prefunding Trust (CEPPT) Section 115 Trust.

Roll call:

Ayes – 4 (Muniz, Trowbridge, Trueba, Skerbelis) Noes – 1 (Murphy) Abstain – 0 Absent – 0

The motion was carried 4-1-0-0.

#### **ITEM 9. DIRECTOR'S COMMENTS AND REQUESTS**

Director Murphy commented on the City of Jurupa Valley Public Works event the District attended. He shared the District staff had done a good job with their interactive display. He also commented on the sewer inspections and use of the GIS tool. No other Directors had comments.

#### **ITEM 10. NEXT MEETING**

Thursday, June 20, 2024, at 4:00 P.M.

#### **ITEM 11. ADJOURNMENT**

President Skerbelis adjourned the meeting at 4:59 P.M.

### 5. CONSENT CALENDAR (continued)

B. Consideration to Approve June 21, 2024, Salaries, Expenses and Transfers

#### RUBIDOUX COMMUNITY SERVICES DISTRICT JUNE 20, 2024 (BOARD MEETING) FUND TRANSFER AUTHORIZATION

NET PAYROLL 6/21/24 WIRE TRANSFER: FEDERAL PAYROLL TAXES 6/24/24 WIRE TRANSFER: STATE PAYROLL TAXES 6/24/24 WIRE TRANSFER: TO CREDIT UNION WIRE TRANSFER: PERS RETIREMENT WIRE TRANSFER: SECTION 125 WIRE TRANSFER: SECTION 457 AND 401(A)	84,600.00 30,000.00 6,300.00 5,400.00 23,000.00 299.99 2,100.00
NET PAYROLL 7/5/24 WIRE TRANSFER: FEDERAL PAYROLL TAXES 7/8/24 WIRE TRANSFER: STATE PAYROLL TAXES 7/8/24 WIRE TRANSFER: TO CREDIT UNION WIRE TRANSFER: PERS RETIREMENT WIRE TRANSFER: PERS HEALTH PREMIUMS WIRE TRANSFER: PERS RETIRED HEALTH PREMIUMS AND FEES WIRE TRANSFER: SECTION 125 WIRE TRANSFER: SECTION 457 AND 401(A)	84,600.00 30,000.00 6,300.00 23,000.00 45,616.08 1,940.47 299.99 2,100.00
CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:	
6/21/2024 WATER FUND TO GENERAL FUND-Payables WATER FUND TO GENERAL FUND-Trash WATER FUND TO SEWER FUND	290,612.63 200,918.94 122,064.13
SEWER FUND TO GENERAL FUND-Payables	40,663.84
INTERFUND TRANSFERS:	
6/21/2024 SEWER FUND CHECKING TO LAIF SEWER OP GENERAL FUND CHECKING TO LAIF PROP TAX GENERAL FUND PROP TAX TO GENERAL FUND CHECKING LAIF WATER ML TO LAIF WATER OPS LAIF WATER OP TO WATER FUND CHECKING LAIF WATER RESERVE TO LAIF WATER OP	81,000.00 1,175,000.00 1,605,432.27 220.00 195,000.00 24,721.00

#### NOTES PAYABLE

DESCRIPTION	BALANCE		PAYMENT	DUE DATE
U.S. Bank Trust (1998 COP's Refunding)	690,000	Prin.	690,000	Dec-24
U.S. Bank Trust (1998 COP's Refunding)	17,595	Intr.	17,595	Dec-24
MN Plant-State Revolving Loan	3,193,541	Prin.	141,050	Jul-24
MN Plant-State Revolving Loan	448,418	Intr.	41,048	Jul-24
2022 Obligations	3,261,158	Prin.	320,355	Jul-24
2022 Obligations	467,492	Intr.	49,733	Jul-24

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Tr. # PO Number GL Date	Vendor	Inv Date Pa Immediate GL A	id Out Account	Immediate	Credit Card Vendo Check # Credit Card	r Due Date CC Reference #	Discount Date Payment Date	Invoice # Discoun Total Invoice			
1 JUNE 24" IT		N TECHNOLOG	Y SERVIO N	CE N		06/21/2024	06/01/2024	11394 \$0.00			
06/20/2024					N			\$5,248.50			
	AIRGAS / AIRG	AS USA LLC						9150284019			
PARTS		05/28/2024	Ν	Ν		06/27/2024	05/28/2024	\$0.00			
06/20/2024					N			\$350.78			
3 TNK RNTL	AIRGAS / AIRG	AS USA, LLC 05/31/2024	N	N		06/30/2024	05/31/2024	5508594272 \$0.00			
06/20/2024					N			\$114.76			
4 PHN CHRGS	AT&T / AT&T S	06/07/2024	N	N		07/15/2024	06/07/2024	000021816035 \$0.00			
06/20/2024					N			\$519.01			
5	BABCOCK E S	SONS INC / BAB	COCK, E	S & SONS, IN	1			CE41524-0267			
WTR ANALY		05/28/2024	Ν	Ν		06/27/2024	05/28/2024	\$0.00			
06/20/2024					Ν			\$42.00			
6 WTR ANALY		SONS INC / BAB 05/28/2024	COCK, E N	S & SONS, IN N	i -	06/27/2024	05/28/2024	CE41519-0267 \$0.00			
06/20/2024					Ν			\$48.00			
7 WTR ANALY		SONS INC / BAB 05/28/2024	COCK, E N	S & SONS, IN N	1	06/27/2024	05/28/2024	CE41511-0267 \$0.00			
06/20/2024					Ν			\$84.00			
8 WTR ANALY		SONS INC / BAB 05/28/2024	COCK, E N	S & SONS, IN N	Į.	06/27/2024	05/28/2024	CE41497-0267 \$0.00			
06/20/2024					Ν			\$84.00			
9 WTR ANALY		SONS INC / BAB 05/28/2024	COCK, E N	S & SONS, IN N	1	06/27/2024	05/28/2024	CE41534-0267 \$0.00			
06/20/2024					Ν			\$62.00			
10 WTR ANALY		SONS INC / BAB 05/29/2024	COCK, E N	S & SONS, IN N	i	06/28/2024	05/29/2024	CE41690-0267 \$0.00			
06/20/2024					Ν			\$2,200.00			
11 WTR ANALY		SONS INC / BAB 05/30/2024	COCK, E N	S & SONS, IN N	J	06/29/2024	05/30/2024	CE41717-0267 \$0.0			
06/20/2024					Ν			\$14.00			
12 WTR ANALY		SONS INC / BAB 05/30/2024	COCK, E N		1	06/29/2024	05/30/2024	CE41818-0267 \$0.0			
06/20/2024					N			\$550.00			
13 WTR ANALY		SONS INC / BAB 05/30/2024	COCK, E N	S & SONS, IN N	1	06/29/2024	05/30/2024	CE41833-0267 \$0.0			
06/20/2024					Ν			\$90.00			
14 NTR ANALY		SONS INC / BAB 05/31/2024	COCK, E N	S & SONS, IN N	1	06/30/2024	05/31/2024	CE41889-0267 \$0.0			
06/20/2024					Ν			\$40.00			
15 NTR ANALY		SONS INC / BAB 05/31/2024	COCK, E N	S & SONS, IN N	1	06/30/2024	05/31/2024	CE41901-0267 \$0.0			
06/20/2024			eccol	10.10	N			\$200.00			
		SONS INC / BAB 05/31/2024	COCK, E N	S & SONS, IN N		06/30/2024	05/31/2024	CE41915-0267 \$0.0			
	010		1.10)		N			\$42.00			

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Tr. # PO Number GL Date	Vendor	Inv Date F Immediate GL	Paid Out Account	Immediate	Credit Card Vend Check # Credit Card	or CC Reference #	Due Date	Discount Date Payment Date	Invoice # Discount Total Invoice
17 WTR ANALY	BABCOCK E S YSES	SONS INC / BA 05/31/2024	BCOCK, E N	ES&SONS, IN N			06/30/2024	05/31/2024	CE41919-0267 \$0.00
06/20/2024					Ν				\$48.00
18 WTR ANALY	BABCOCK E S YSES	SONS INC / BA 05/31/2024	BCOCK, E N	ES & SONS, IN N			06/30/2024	05/31/2024	CE41926-0267 \$0.00
06/20/2024					Ν				\$62.00
19 WTR ANALY	BABCOCK E S YSES	SONS INC / BA 05/31/2024	BCOCK, E N	S & SONS, IN N			06/30/2024	05/31/2024	CE41928-0267 \$0.00
06/20/2024					Ν				\$90.00
20 WTR ANALY	BABCOCK E S YSES	SONS INC / BA 05/31/2024	BCOCK, E N	S & SONS, IN N			06/30/2024	05/31/2024	CE41929-0267 \$0.00
06/20/2024					Ν				\$52.50
21 LAB FEES	BABCOCK E S	SONS INC / BA 06/01/2024	BCOCK, E N	S & SONS, IN N			07/01/2024	06/01/2024	CF40003-0267 \$0.00
06/20/2024					Ν				\$787.01
22 WTR ANALY	BABCOCK E S (SES	SONS INC / BA 06/04/2024	BCOCK, E N	S & SONS, IN N			07/04/2024	06/04/2024	CF40106-0267 \$0.00
06/20/2024					Ν				\$105.00
23 WTR ANALY	BABCOCK E S (SES	SONS INC / BA 06/04/2024	BCOCK, E N	S & SONS, IN N			07/04/2024	06/04/2024	CF40107-0267 \$0.00
06/20/2024					Ν				\$1,100.00
24 WTR ANALY	BABCOCK E S (SES	SONS INC / BA 06/04/2024	BCOCK, E N	S & SONS, IN N			07/04/2024	06/04/2024	CF40108-0267 \$0.00
06/20/2024					Ν				\$1,650.00
25 WTR ANALY	BABCOCK E S (SES	SONS INC / BA 06/05/2024	BCOCK, E N	S & SONS, IN N			07/05/2024	06/05/2024	CF40111-0267 \$0.00
06/20/2024					Ν				\$90.00
26 R&M OFC	BENS / BEN'S L	OCK & SAFE II 05/30/2024	NC. N	N			06/30/2024	05/30/2024	3873 \$0.00
06/20/2024					Ν				\$215.00
27	BESST, INC / BE	ESST, INC							RCSD040424
WELL 8 06/20/2024	ÿ	04/04/2024	Ν	Ν	N		05/04/2024	04/04/2024	0.00\$ \$8,500.00
	BPS B'S POOL	SUPPLIES / B.F 05/13/2024	P.S. B's PC N	OOL SUPPLIES			06/12/2024	05/13/2024	125818 \$0.00
06/20/2024					N				\$1,224.48
	BPS B'S POOL	SUPPLIES / B.F 05/23/2024	P.S. B's PC N	OOL SUPPLIES			06/22/2024	05/23/2024	126018 \$0.00
06/20/2024					N				\$1,213.60
	BUSINESS / BU	SINESS TELEC		CATION SYST			07/15/2024	06/15/2024	21371 \$0.00
06/20/2024	_				N				\$671.31
31 PARTS	CARQUEST AU	TO PARTS / CA 05/31/2024	RQUEST	AUTO PARTS N			06/30/2024	05/31/2024	7456-545147 \$0.00
06/20/2024					N			u da granna dan sina na manya pananton	\$71.47
32 DIG SAFE	CALIFORNIA UI	NDERGROUND 06/01/2024	) / CALIF U N	INDERGROUN N			07/01/2024	06/01/2024	23-2425920 \$0.00
06/20/2024		50/01/2024	14		Ν		-//0 //2V24		\$35.38

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Tr. # PO Number GL Date	Vendor	Inv Date Pai Immediate GL A	id Out Account	Immediate	Credit Card Vendo Check # Credit Card	r Due Date CC Reference #	Discount Date Payment Date	Invoice # Discount Total Invoice
33 VALVE	CORE & MAIN /	CORE & MAIN 04/26/2024	N	N		05/26/2024	04/26/2024	U395361 \$0.00
06/20/2024					Ν			\$40,147.35
34 PARTS	CORE & MAIN /	CORE & MAIN 05/24/2024	N	Ν		06/23/2024	05/24/2024	U943704 \$0.00
06/20/2024					Ν			\$1,239.09
35 PARTS	C WELLS / C. V	VELLS PIPELINE 05/22/2024	MATLS, I N	INC N		06/21/2024	05/22/2024	SINV24-2268 \$0.00
06/20/2024					Ν			\$8,115.14
36 560.06	C WELLS / C. V	VELLS PIPELINE 05/24/2024	MATLS, I N	INC N		06/23/2024	05/24/2024	SINV24-2372 \$0.00
06/20/2024					Ν			\$560.06
37 PARTS	C WELLS / C. W	VELLS PIPELINE 05/29/2024	MATLS, I N	INC N		06/28/2024	05/29/2024	SINV24-2403 \$0.00
06/20/2024					Ν			\$2,035.80
38 PARTS	C WELLS / C. W	VELLS PIPELINE 05/29/2024	MATLS, I N	INC N		06/28/2024	05/29/2024	SINV24-2407 \$0.00
06/20/2024					Ν			\$1,994.20
39 MAY.24" TR	GEOTAB / GEO K TCKER	TAB USA, INC 05/31/2024	N	Ν		06/30/2024	05/31/2024	IN386045 \$0.00
06/20/2024					Ν			\$434.75
40 SUPPLIES	GRAINGER / GR	RAINGER 05/24/2024	N	N		06/23/2024	05/24/2024	9131178320 \$0.00
06/20/2024					Ν			\$81.32
41 SUPPLIES	GRAINGER / GI	RAINGER 05/24/2024	N	Ν		06/23/2024	05/24/2024	9131178338 \$0.00
06/20/2024					Ν			\$176.56
42 LAB PH3 KI	HACH CO. / HA T	CH COMPANY 05/29/2024	N	Ν		06/28/2024	05/29/2024	14049312 \$0.00
06/20/2024					Ν			\$1,350.11
43 _AB PH3 KI <sup>-</sup>	HACH CO. / HA	CH COMPANY 05/29/2024	N	N		06/28/2024	05/29/2024	14049313 \$0.00
06/20/2024					Ν			\$1,319.94
44 PARTS	HARRINGTON	NDUSTRIAL / HA 05/30/2024	RRINGT N	ON INDUSTRI N		06/29/2024	05/30/2024	012N1214 \$0.00
06/20/2024					Ν			\$68.52
45 PVC	HARRINGTON	NDUSTRIAL / HA 05/30/2024	RRINGT N	ON INDUSTRI N		06/29/2024	05/30/2024	012N1215 \$0.00
06/20/2024					Ν			\$729.34
46 PARTS	HARRINGTON	INDUSTRIAL / HA 05/30/2024	RRINGT N	ON INDUSTRI N		06/29/2024	05/30/2024	012N1216 \$0.00
06/20/2024					N			\$425.09
47 HYDRO WA		RIS / HOUSTON 05/24/2024	& HARR N	IS PCS, INC. N		06/23/2024	05/24/2024	24-26045 \$0.00
06/20/2024					N			\$1,837.00
48 MONITORIN		TEMS / IE ALARM 06/01/2024	I SYSTEI N	MS N		07/01/2024	06/01/2024	240424 \$0.00
06/20/2024					Ν			\$123.09

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49	INFOSEND / IN	IFOSEND, INC	2					263642.A
MAY.24" BI		05/31/2024	Ν	Ν		06/30/2024	05/31/2024	\$0.00
06/20/2024					Ν			\$802.05
50	INFOSEND / IN	IFOSEND, INC	0					263642.B
MAY.24" PC	DSTAGE	05/31/2024	Ν	Ν		06/30/2024	05/31/2024	\$0.00
06/20/2024					N			\$2,722.56
51 PARTS	KH METALS / F	(H METALS & 05/29/2024	SUPPLY N	N		06/28/2024	05/29/2024	0670943-IN \$0.00
06/20/2024					N			\$1,231.92
52 PARTS	KH METALS / P	(H METALS & 05/30/2024	SUPPLY N	N		06/29/2024	05/30/2024	0671027-IN \$0.00
06/20/2024					N			\$475.21
53	LAWNMOWER	CENTER / LA		CENTER				6944
R&M EQUIF		06/04/2024	N	N		07/04/2024	06/04/2024	\$0.00
06/20/2024					N			\$38.05
54			ND LEADER	SHIP CONSU N	Ľ	06/30/2024	05/31/2024	8013 \$0.00
CNSLT. LAI 06/20/2024	DUBECK	05/31/2024	IN	IN IN	N	00/30/2024	03/31/2024	\$1,250.00
55	LILLESTRAND					π.		8015
CNSLT AGU	JIRRE	05/31/2024	N	Ν		06/30/2024	05/31/2024	\$0.00
06/20/2024					N			\$768.75
56 BTL WTR	MASTER'S / M	ASTER'S SER 06/05/2024	VICES (GLA N	(CIER) N		07/05/2024	06/05/2024	0000001037663 \$0.00
06/20/2024					Ν			\$35.00
57 BTL WTR	MASTER'S / M/	ASTER'S SER 06/05/2024	VICES (GLA N	CIER) N		07/05/2024	06/05/2024	0000001037667 \$0.00
06/20/2024					Ν			\$97.00
58	MERIT OIL / ME	ERIT OIL COM	IPANY					844397
GASOLINE		05/22/2024	Ν	Ν		06/06/2024	05/22/2024	\$0.00
06/20/2024					N			\$1,418.31
59 GASOLINE	MERIT OIL / ME	ERIT OIL COM 05/29/2024	IPANY N	Ν		06/13/2024	05/29/2024	845472 \$0.00
06/20/2024					Ν			\$1,109.72
60 DIESEL	MERIT OIL / ME	ERIT OIL COM 05/30/2024	IPANY N	N		06/14/2024	05/30/2024	845980 \$0.00
06/20/2024					N			\$493.15
61 WTR CNSL	MV ENGINEER	ING SERVICE 06/03/2024	ES, INC / MV N	ENGINEERIN	lı.	07/03/2024	06/03/2024	2024-45 \$0.00
06/20/2024	1	00/03/2024	in in	N.	N	01100/2024	00/00/2021	\$400.00
62	MV ENGINEER		S INC / MV					2024-46
ADM.ASSIS		06/03/2024	N	N	•	07/03/2024	06/03/2024	\$0.00
06/20/2024					Ν			\$466.00
63 DEV SERVI	MV ENGINEER CES	ING SERVICE 06/03/2024	ES, INC / MV N	ENGINEERIN N	41	07/03/2024	06/03/2024	2024-47 \$0.00
06/20/2024					N			\$4,298.00
64 PAVING	NATIONAL PAV	ING CO / NAT 06/03/2024	IONAL PAVI N	NG CO, INC N		07/03/2024	06/03/2024	1-2324121 \$0.00
06/20/2024		50/00/2024	13		N	01100/2024		\$13,881.67
00/20/2024								\$10,001.01

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65 PAVING	NATIONAL PAVI	NG CO / NA 06/04/2024	TIONAL PAVI N	NG CO, INC N		07/04	4/2024	06/04/2024	1-2324120 \$0.00
06/20/2024					Ν				\$22,658.19
66 ASPHLT CU	PENHALL CO / IT	PENHALL CC 05/22/2024	D N	Ν		06/2*	1/2024	05/22/2024	196702 \$0.00
06/20/2024					Ν				\$924.00
67 CITY RVD A	RING BENDER	/ RING BEND 06/04/2024	DER LLP N	Ν		07/04	4/2024	06/04/2024	12149 \$0.00
06/20/2024					Ν				\$23,024.90
68 STRT LIGH	SCE / SCE TS	06/03/2024	N	N		06/24	4/2024	06/03/2024	24U600000522796 \$0.00
06/20/2024					Ν				\$15,136.05
69 STRT LIGHT	SCE/SCE TS	06/03/2024	N	N		06/24	4/2024	06/03/2024	24U700244764992 \$0.00
06/20/2024					Ν				\$148.45
70 FIRE STN U	SCE / SCE ITLTY	06/05/2024	N	Ν		06/25	5/2024	06/05/2024	24U700617778997 \$0.00
06/20/2024					Ν				\$2,053.24
71 MAIN OFC L	SCE / SCE JTLTY	06/05/2024	Ν	Ν		06/25	5/2024	06/05/2024	24U700040982544 \$0.00
06/20/2024					Ν				\$1,603.37
72 5473 UTILIT	SCG / THE GAS	COMPANY 06/03/2024	Ν	Ν		06/21	1/2024	06/03/2024	24U12013321489 \$0.00
06/20/2024					Ν				\$14.79
73 FLD OFC U <sup>-</sup>	SCG / THE GAS TLTY	COMPANY 06/03/2024	Ν	Ν		06/21	1/2024	06/03/2024	24U01302181001 \$0.00
06/20/2024					Ν				\$14.79
MAIN OFC U	SCG / THE GAS JTILITY	COMPANY 06/03/2024	Ν	Ν		06/21	1/2024	06/03/2024	24U17882256005 \$0.00
06/20/2024		-1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.			Ν				\$41.84
FIRE STN U	SCG / THE GAS	COMPANY 06/03/2024	Ν	Ν		06/21	1/2024	06/03/2024	24U05925730565 \$0.00
06/20/2024	ACCAL TRUCK				Ν				\$92.93
R&M TRUCH	SOCAL TRUCK	05/29/2024	N	Ν	Ν	06/28	8/2024	05/29/2024	14018 \$0.00
06/20/2024	0040ND / 004				Ν				\$275.52 4367261
PERMITS/A	SCAQMD / SCA SSC DUES	QMD 05/16/2024	Ν	Ν	N	06/15	5/2024	05/16/2024	\$0.00
06/20/2024					Ν				\$165.96 4363800
REG FEE S	SCAQMD / SCA TATE	05/16/2024	Ν	Ν		06/15	5/2024	05/16/2024	\$0.00
06/20/2024					Ν				\$541.04
	STREAMLINE_D 24"WEBSITE		REAMLINE N	Ν		07/01	1/2024	06/01/2024	B89E97D4-0043 \$0.00
06/20/2024					N				\$497.00
	THE PRESS-EN BLICATION	TERPRISE / 05/31/2024	THE PRESS N	ENTERPRIS N		06/30	0/2024	05/31/2024	0000591998 \$0.00
06/20/2024					N				\$1,077.52

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81		RING COMPANY				06/02/2024	05/03/2024	RI20401722 \$0.0
RNTL EQUI 06/20/2024	P	05/03/2024	N	Ν	Ν	06/02/2024	05/03/2024	\$0.0
82		RING COMPANY	TRENCH		IN .			SI20004990
PARTS	TRENCH SHOP	05/03/2024	N	N		06/02/2024	05/03/2024	\$0.0
06/20/2024					Ν			\$753.15
83 DIG SAFE	UNDERGROUN	ND SERVICE ALE 06/01/2024	RT / UNDI N	ERGROUND : N		07/01/2024	06/01/2024	52024057 \$0.0
06/20/2024					N			\$113.25
84 CEL PHN CI		ELESS / VERIZON 06/01/2024	N WIRELE	SS N		07/01/2024	06/01/2024	9965507161 \$0.0
06/20/2024					N			\$736.03
85 MAR.24" BR		NICIPAL WATER / 05/28/2024	WESTER N	RN MUNICIPA N		06/27/2024	05/28/2024	IN-15615 \$0.0
06/20/2024					Ν			\$154.65
86 PARTS	YO FIRE / YO F	IRE 05/29/2024	N	N		06/28/2024	05/29/2024	2029970 \$0.0
06/20/2024					Ν			\$129.30
87 PARTS	YO FIRE / YO F	IRE 05/30/2024	N	N		06/29/2024	05/30/2024	2030017 \$0.0
06/20/2024					Ν			\$258.60
88 CONCRETE		NTALS / AMERIC 06/04/2024	AN RENT. N	ALS N		07/04/2024	06/04/2024	558448 \$0.0
06/20/2024					Ν			\$211.57
89 WTR ANALY		SONS INC / BAB 11/21/2023	COCK, E	S & SONS, IN N		12/21/2023	11/21/2023	CK31399-0267 \$0.0
06/20/2024					Ν			\$135.00
90 WTR ANALY		SONS INC / BAB 01/10/2024	COCK, E	S & SONS, IN N		02/09/2024	01/10/2024	CA40676-0267 \$0.0
06/20/2024					Ν			\$72.00
91 WTR ANALY		SONS INC / BAB 06/06/2024	COCK, E N	S & SONS, IN N		07/06/2024	06/06/2024	CF40223-0267 \$0.0
06/20/2024					Ν			\$100.00
92 WTR ANALY		SONS INC / BAB 06/06/2024	COCK, E N	S & SONS, IN N		07/06/2024	06/06/2024	CF40225-026 \$0.0
06/20/2024					Ν			\$80.00
93 WTR ANALY		SONS INC / BAB 06/06/2024	COCK, E N	S & SONS, IN N		07/06/2024	06/06/2024	CF40226-0267 \$0.0
06/20/2024					Ν			\$40.0
94 WTR ANALY		SONS INC / BAB 06/07/2024	COCK, E N	S & SONS, IN N		07/07/2024	06/07/2024	CF40296-0267 \$0.0
06/20/2024					Ν			\$200.00
95 WTR ANALY		SONS INC / BAB 06/07/2024	COCK, E N	S & SONS, IN N		07/07/2024	06/07/2024	CF40298-0267 \$0.0
06/20/2024					Ν			\$60.00
96 WTR ANALY		SONS INC / BAB 06/07/2024	COCK, E N	S & SONS, IN N		07/07/2024	06/07/2024	CF40299-0263 \$0.0
06/20/2024					Ν			\$80.00

**Credit Card Vendor** 

#### Rubidoux Community Services District (RCSACT) Batch: AAAAYA

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Vendor

Tr. #

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PAVING

PARTS

VALVES

AUTO INS

GL Date

Discount Paid Out Immediate Check # Due Date **Discount Date** PO Number Inv Date **Credit Card** CC Reference # **Payment Date** Total Invoice Immediate GL Account CF40311-0267 BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN WTR ANALYSES 06/07/2024 Ν Ν 07/07/2024 06/07/2024 \$0.00 \$62.00 06/20/2024 N CF40359-0267 BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN 07/10/2024 06/10/2024 \$0.00 WTR ANALYSES 06/10/2024 N N \$105.00 06/20/2024 N CF40378-0267 BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN 06/10/2024 07/10/2024 06/10/2024 \$0.00 WTR ANALYSES N N \$20.00 06/20/2024 N CF404070267 BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN 06/10/2024 \$0.00 WTR ANALYSES 06/10/2024 N 07/10/2024 N \$550.00 06/20/2024 N 12632556 BRINKS / BRINKS INC. \$0.00 06/01/2024 07/01/2024 06/01/2024 JUNE.24" ARMRD N N \$1,471.08 Ν 06/20/2024 CARQUEST AUTO PARTS / CARQUEST AUTO PARTS 7456-545467 06/07/2024 07/07/2024 06/07/2024 \$0.00 **R&M TRUCK** N N \$7.65 06/20/2024 N CORODATA SHREDDING, INC / CORODATA SHREDDII DN1474358 07/12/2024 06/12/2024 \$0.00 SHREDDING 06/12/2024 N N \$73.50 06/20/2024 N EDGEWOOD PARTNERS INS / EDGEWOOD PARTNER 565093 07/03/2024 06/03/2024 \$0.00 COMM INS 06/03/2024 N N \$35,621.00 06/20/2024 Ν 565094 EDGEWOOD PARTNERS INS / EDGEWOOD PARTNER \$0.00 06/03/2024 N N 07/03/2024 06/03/2024 \$5,149.00 06/20/2024 Ν 565095 EDGEWOOD PARTNERS INS / EDGEWOOD PARTNER 07/03/2024 06/03/2024 \$0.00 06/03/2024 EXCESS LIAB INS. N N \$6,284.00 N 06/20/2024 101198 ERS INDUSTRIAL SERVICES, INC. / ERS INDUSTRIAL 06/10/2024 Ν 07/10/2024 06/10/2024 \$0.00 N \$42,680.00 06/20/2024 N 007952/8024702 HOME DEPOT / HOME DEPOT CREDIT SERVICES \$0.00 SUPPLIES 06/07/2024 N 07/07/2024 06/07/2024 N \$324 54 06/20/2024 N 262602.A INFOSEND / INFOSEND, INC 06/14/2024 05/15/2024 \$0.00 PROP 218 SOLID WASTE 05/15/2024 N N \$2,192.92 06/20/2024 N INFOSEND / INFOSEND, INC 262602.B 06/14/2024 05/15/2024 \$0.00 PROP 218 SOLID WASTE 05/15/2024 Ν N \$3,843.67 06/20/2024 N 0671466-IN KH METALS / KH METALS & SUPPLY \$0.00 07/05/2024 06/05/2024 06/05/2024 N N \$298.81 06/20/2024 N 1-2324122 NATIONAL PAVING CO / NATIONAL PAVING CO, INC 06/06/2024 N 07/06/2024 06/06/2024 \$0.00 N \$21,340.78 06/20/2024 N

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Tr. # PO Number GL Date	Vendor r	Inv Date Immediate G	Paid Out L Account	Immediate	Credit Card Ver Check # Credit Card	ndor Due Date CC Reference #	Discount Date Payment Date	Invoice # Discount Total Invoice		
113 T-1 CERT	FELIPE ROBLE	DO JR. / FELI 05/31/2024	PE ROBLEI N	DO JR. N		06/30/2024	05/31/2024	20240531 \$0.00		
06/20/2024					Ν			\$55.00		
114 REG FEE S	SCAQMD / SCA	QMD 05/16/2024	N	N		06/15/2024	05/16/2024	4363051 \$0.00		
06/20/2024					Ν			\$1,242.00		
115	SCAQMD / SCA					0014510004	25/42/2224	4364324		
REG FEE S	STATE	05/16/2024	Ν	N		06/15/2024	05/16/2024	\$0.00		
06/20/2024					N			\$165.96		
116 MAY.24"INT	SPECTRUM / S	PECTRUM BL 06/06/2024	JSINESS N	Ν		07/06/2024	06/06/2024	0025456060624 \$0.00		
06/20/2024	000	00/00/2024	in in	I.	N	0110012021	00,00,2021	\$373.91		
117 THMPS MA	TRUSSELL TEC	HNOLOGIES	/ TRUSSEL	L TECHNOLO		07/07/2024	06/07/2024	0000009884 \$0.00		
06/20/2024	ONNEOL	00/07/2024			Ν	•.,•		\$7,578.75		
118 MAY.24" LG	VARNER / VARI	NER & BRANE 05/31/2024	DT LLP N	N	i.	06/30/2024	05/31/2024	20240531 \$0.00		
06/20/2024					N			\$453.12		
119 CL2 BASE	VULCAN MATE	RIALS / CALM 05/31/2024	AT Dba VUI N	LCAN MATER	b	06/30/2024	05/31/2024	74017558 \$0.00		
06/20/2024					N			\$826.64		
120 JOB POSTI	WATERWISEPF	0 TRAINING 05/22/2024	LLC / WATE N	RWISEPRO <sup>-</sup> N		06/21/2024	05/22/2024	0000252 \$0.00		
06/20/2024					N			\$200.00		
121		NICIPAL WATE 06/01/2024	R / WESTE	RN MUNICIP	A	07/01/2024	06/01/2024	RI-5291 \$0.00		
06/20/2024					N			\$749.94		
122	YO FIRE / YO F	IRE						2030217		
PARTS		06/06/2024	Ν	Ν		07/06/2024	06/06/2024	\$0.00		
06/20/2024					Ν			\$926.65		
123 GRDNG/WE	DURNEY DON / DABATE	DURNEY, DO 06/11/2024	N N	N		07/11/2024	06/11/2024	20240611 \$0.00		
06/20/2024					Ν			\$2,285.00		
124 C.O.S.S	IB CONSULT / II	B CONSULTIN 04/09/2024	IG, LLC N	Ν		05/09/2024	04/09/2024	19608 \$0.00		
06/20/2024					Ν			\$2,740.00		
125 C.O.S.S	IB CONSULT / II	B CONSULTIN 06/06/2024	IG, LLC N	Ν		07/06/2024	06/06/2024	19638 \$0.00		
06/20/2024					Ν			\$1,200.00		
126 WTR CNSL	KRIEGER & STI T	EWART / KRIE 05/28/2024	EGER & STE N	EWART, INC. N		06/27/2024	05/28/2024	49646 \$0.00		
06/20/2024					N			\$2,902.00		
127 WSTE WTR	KRIEGER & STI CNSLT	EWART / KRIE 05/28/2024	EGER & STE N	EWART, INC. N		06/27/2024	05/28/2024	49647 \$0.00		
06/20/2024					Ν			\$219.00		
128 PRETRTMN	KRIEGER & STI	EWART / KRIE 05/28/2024	EGER & STE N	EWART, INC. N		06/27/2024	05/28/2024	49648 \$0.00		
06/20/2024					Ν			\$2,889.20		

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Tr. # PO Number GL Date	Vendor	Inv Date Pa Immediate GL		Immediate	Credit Card Vendo Check # Credit Card	Due Date CC Reference #	Discount Date Payment Date	Invoice # Discount Total Invoice	
129 RUBIDOUX	KRIEGER & ST COMMERCE PR	EWART / KRIEG 05/28/2024	ER & STE\ N	WART, INC. N		06/27/2024	4 05/28/2024	49649 \$0.00	
06/20/2024					N			\$93.50	
130 AGUA COM	KRIEGER & ST IM PK 37528	EWART / KRIEG 05/28/2024	ER & STE\ N	WART, INC. N		06/27/2024	4 05/28/2024	49650 \$0.00	
06/20/2024					Ν			\$929.75	
131 TR 36649	KRIEGER & ST	EWART / KRIEG 05/28/2024	ER & STE\ N	WART, INC. N		06/27/2024	4 05/28/2024	49651 \$0.00	
06/20/2024		03/20/2024	IN	IN	N	00/21/202	00/20/2024	\$1,556.46	
132 EMRLD RD0		EWART / KRIEG 05/28/2024	ER & STE\ N	WART, INC. N		06/27/2024	4 05/28/2024	49652 \$0.00	
06/20/2024					Ν			\$434.25	
133 EMRLD RD0		EWART / KRIEG 05/28/2024	ER & STE\ N	WART, INC. N		06/27/2024	4 05/28/2024	49653 \$0.00	
06/20/2024					Ν			\$48.25	
134 EMRLD RD0		EWART / KRIEG 05/28/2024	ER & STE\ N	WART, INC. N		06/27/2024	4 05/28/2024	49654 \$0.00	
06/20/2024					Ν			\$723.75	
135 SADDLEHO		EWART / KRIEG 05/28/2024	ER & STE\ N	WART, INC. N		06/27/2024	4 05/28/2024	49655 \$0.00	
06/20/2024					Ν			\$99.50	
136 EMRLD RDO		EWART / KRIEG 05/28/2024	ER & STE\ N	WART, INC. N		06/27/2024	4 05/28/2024	49656 \$0.00	
06/20/2024					Ν			\$1,954.25	
137 RCSD NOR		EWART / KRIEG 05/28/2024	ER & STE\ N	WART, INC. N		06/27/2024	4 05/28/2024	49657 \$0.00	
06/20/2024					Ν			\$158.25	
138 TR 37211	KRIEGER & ST	EWART / KRIEG 05/28/2024	ER & STE\ N	WART, INC. N		06/27/2024	4 05/28/2024	49658 \$0.00	
06/20/2024					N			\$2,638.75 49659	
139 J.V TRACK		EWART / KRIEG 05/28/2024	N	NART, INC. N	N	06/27/2024	4 05/28/2024	\$0.00 \$2,901.25	
06/20/2024 140 MISSION VI	KRIEGER & ST	EWART / KRIEG 05/28/2024	ER & STE\ N	WART, INC. N	N	06/27/2024	4 05/28/2024	49660 \$0.00	
06/20/2024		00/20/2021			N			\$1,680.75	
		EWART / KRIEG 05/28/2024	ER & STE\ N	WART, INC. N		06/27/2024	4 05/28/2024	49661 \$0.00	
06/20/2024					N			\$2,742.75	
142 WTR CNSLI		EWART / KRIEG 05/28/2024	ER & STE\ N	WART, INC. N		06/27/2024	4 05/28/2024	49662 \$0.00	
06/20/2024					Ν			\$7,304.15	
* (*	KRIEGER & ST VWD INTER	EWART / KRIEG 05/28/2024	ER & STE\ N	WART, INC. N		06/27/202	4 05/28/2024	49663 \$0.00	
06/20/2024					Ν			\$220.00	
144 THMP FILT :		EWART / KRIEG 05/28/2024	ER & STE\ N	WART, INC. N		06/27/202	4 05/28/2024	49664 \$0.00	
06/20/2024					Ν			\$24,721.00	

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Tr. # PO Number GL Date	Vendor	Inv Date Immediate	Paid Out GL Account	Immediate	Credit Card Ver Check # Credit Card	ndor CC Reference #	Due Date ‡	Discount Date Payment Date	Invoice # Discoun Total Invoice
145	KRIEGER & ST							05/00/0004	49665
2023 MANU	AL	05/28/2024	Ν	N	N		06/27/2024	05/28/2024	\$0.00 \$9,487.75
06/20/2024					Ν				
146 RCSD ASSE	KRIEGER & ST ESMENT	05/28/2024	N	EWART, INC. N			06/27/2024	05/28/2024	49666 \$0.00
06/20/2024					N				\$13,540.27
147 PETTY CAS	RCSD PETTY C	ASH / RCSD 06/12/2024	N	Ν			07/12/2024	06/12/2024	20240612 \$0.00
06/20/2024					N				\$234.28
148 SODIUM HY	UNIVAR SOLUT PO	ONS / UNIV	AR SOLUTIC	NS N			07/10/2024	06/10/2024	52161441 \$0.00
06/20/2024					N				\$5,379.75
149 JUNE.24" C	720 CARPET C	LEANING / 72 06/12/2024	20 CARPET ( N	CLEANING N			07/12/2024	06/12/2024	5040 \$0.00
06/20/2024					N				\$1,150.00
150 SUPPLIES	CARQUEST AU	TO PARTS / 06/12/2024	CARQUEST N	AUTO PARTS N			07/12/2024	06/12/2024	7456-545718 \$0.00
06/20/2024					Ν				\$4.26
151	MARCO GOME	Z / MARCO G	SOMEZ						20240520
D3 CERT		05/20/2024	Ν	Ν			06/19/2024	05/20/2024	\$0.00
06/20/2024					N				\$160.00
152	HACH CO. / HA						07/40/0004	00/10/0001	14067470 \$0.00
CHEMICALS	5	06/12/2024	Ν	N	N		07/12/2024	06/12/2024	\$652.65
06/20/2024					N				012N1388
153 PVC	HARRINGTON	06/10/2024	/ HARRING	N	<i .<="" td=""><td></td><td>07/10/2024</td><td>06/10/2024</td><td>\$0.00</td></i>		07/10/2024	06/10/2024	\$0.00
06/20/2024					N				\$66.95
154	HARRINGTON	NDUSTRIAL	/ HARRING	TON INDUSTR	र।				012N1418
PVC		06/11/2024	Ν	Ν			07/11/2024	06/11/2024	\$0.00
06/20/2024					Ν				\$21.45
155 GASOLINE	MERIT OIL / ME	RIT OIL CON 06/05/2024	IPANY N	Ν			06/20/2024	06/05/2024	846662 \$0.00
06/20/2024					N				\$1,699.91
156 COMM TRS	TRI-CO DISPOS H	SAL INC / TR 06/13/2024	-CO DISPOS N	SAL, INC N			07/13/2024	06/13/2024	0529-061224.A \$0.00
06/20/2024					Ν				\$57,146.47
157 RES TRSH	TRI-CO DISPOS	SAL INC / TR 06/13/2024	-CO DISPOS N	SAL, INC N			07/13/2024	06/13/2024	0529-061224.B \$0.00
06/20/2024					Ν				\$143,772.47
158 RCSD SHR	TRI-CO DISPOS COMM	SAL INC / TRI 06/13/2024	-CO DISPOS N	SAL, INC N			07/13/2024	06/13/2024	0529-061224.C \$0.00
06/20/2024					Ν				(\$8,000.51)
159 RCSD SHR	TRI-CO DISPOS RES	SAL INC / TR 06/13/2024	-CO DISPOS N	SAL, INC N			07/13/2024	06/13/2024	0529-061224.D \$0.00
06/20/2024					Ν				(\$4,255.71)

Grand Totals

Bloc (113/34

4811824

\$613,622.79

(\$12,256.22)

\$601,366.57

Total Direct Expense: Total Direct Expense Adj:

Total Non-Electronic Transactions:

Rubidoux Community Services District (RCSACT) Batch: AAAAYA

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Start

Transaction Number: Start

Tr. # Vendor		Credit Card Vendor						
PO Number	Inv Date Paid Out Immediate	Check #	Due Date	Discount Date	Discount Total Invoice			
GL Date	Immediate GL Account	Credit Card	CC Reference #	Payment Date				
Report Summary								
	Report Selection Criteria							
Report Ty	vpe: Condensed							

End

End

### 5. <u>CONSENT CALENDAR</u> (continued)

C. **DM 2024-50**: Receive and File Statement of Cash Asset Schedule Report Ending May 2024

### **Rubidoux Community Services District**



#### **DIRECTORS MEMORANDUM 2024-50**

June 20, 2024

To:	Rubidoux Community Services District
	Board of Directors

#### Subject: Receive and File Statement of Cash Asset Schedule Report Ending May 2024

#### BACKGROUND:

Attached for the Board of Directors' consideration is the May 2024 Statement of Cash Assets Schedule Report for all District Fund Accounts. Year to date ("YTD") interest is \$1,235,269.10 for District controlled accounts. With respect to District "Funds in Trust," \$14,529.41 has been earned and posted. The District has a combined YTD interest earned total of \$1,249,798.51 as of May 31, 2024.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves) show a balance of \$15,098,589.10 ending May 31, 2024. This is \$938,856.35 MORE than July 1, 2023, beginning balance of \$14,159,732.75.

Further, the District's Field/Admin Fund current fund balance is \$785,312.14.

Submitted for the Board of Directors consideration is the *May 2024 Statement of Cash Assets Schedule Report* for review and acceptance.

Street Lights

Fire / Emergency Services Weed Abatement

#### **RECOMMENDATION**:

Staff recommends the Board of Directors "**Receive and File**" the May 2024 Statement of Cash Assets Schedule Report.

Respectfully,

BRIAN R. LADDUSAW, CPA General Manager

Attachment(s): May 2024, Cash Assets Schedule Report

#### RUBIDOUX COMMUNITY SERVICES DISTRICT

#### INVESTMENT SUMMARY - MAY 31, 2024 CASH BASIS

	Beg. Balance 7/1/2023		YTD Int.		Other Activity YTD	Balance 5/31/2024	YTD Avg. Int. Rate
Operating Accounts	\$14,159,732.75	\$	462,689.08	\$	476,167.27	\$15,098,589.10	3.06%
Water Operating Reserve	4,350,030.08		164,580.36		-	4,514,610.44	3.65%
Wastewater Operating Reserve	594,121.20		22,478.17		0 <b></b> 1	616,599.37	3.65%
Water Replacement Reserve	925,390.63		25,316.49		(487,665.33)	463,041.79	5.47%
Fire Mitigation Reserve	3,509,799.71		130,818.63		16,567.85	3,657,186.19	3.58%
Wastewater Reserve	2,546,413.30		95,652.36		128,750.23	2,770,815.89	3.45%
Wastewater Replacement Res.	555,486.59		22,250.55		43,200.30	620,937.44	3.58%
Water Reserve	2,833,192.90		99,829.28		(53,098.05)	2,879,924.13	3.47%
COP Restricted	1,677,828.24		63,067.79		(201,057.88)	1,539,838.15	4.10%
Field/Admin Reserve	756,762.79		28,514.71		34.64	785,312.14	3.63%
Grant Restricted Reserve	53,917.61		1,461.53		(55,379.14)	-	2.71%
Project Admin Building	1,111,853.50		42,066.20		-	1,153,919.70	3.65%
Project Ops Building	2,023,136.18		76,543.95		-	2,099,680.13	3.65%
Funds in Trust	1,109,503.24		14,529.41		(8,116.33)	1,115,916.32	1.30%
Total Investments	\$36,207,168.72	\$	1,249,798.51	\$	(140,596.44)	\$ 37,316,370.79	3.35%

#### RUBIDOUX COMMUNITY SERVICES DISTRICT CASH ASSET SCHEDULE INVESTMENT ACTIVITY FOR PERIOD JULY 1, 2023 THRU MAY 31, 2024 CASH BASIS

#### FIRE MITIGATION

DATE	INSTITUTION	INSTRUMENT	MATURITY	<u>STATUS</u>	PURCHASE / <u>REDEEM</u>	INT. <u>RATE</u>	INTEREST	PAR/ BALANCE	TOTAL
5/1/2024	Premier Bank Premier Bank Premier Bank	CD		Beg. Bal. Interest Redeem	684.89	4.88%	-	170,424.60 170,424.60 170,424.60	
5/31/2024	Premier Bank	CD	10/3/2024	Purchase	-			170,424.60	
5/1/2024 5/31/2024	Premier Bank Premier Bank Premier Bank	Checking Fire Mitigation		Beg. Bal. Activity End Bal.	- -	0.00	-	8,835.50 8,835.50 8,835.50	
5/1/2024 5/31/2024	LAIF LAIF LAIF	Fire Mitigation		Beg. Bal. Interest Activity	3,186.30	4.30%	-	3,448,465.71 3,448,465.71 3,451,652.01	
5/1/2024 5/31/2024	Premier Bank Premier Bank	Safekeeping		Beg. Bal Activity End Bal.	-	-	684.89	25,589.19 26,274.08 26,274.08	\$ 3,657,186.19

#### WASTEWATER CIP FUNDS PURCHASE / INT. PAR/ DATE INSTITUTION INSTRUMENT MATURITY STATUS REDEEM RATE INTEREST BALANCE TOTAL Beg. Bal. LAIF 2,690,012.27 5/1/2024 Sewer Mainline LAIF Interest 4.30% 2,690,012.27 -8,378.41 2,698,390.68 LAIF Activity 5/31/2024 5/1/2024 CBB Safekeeping Beg. Bal 72,425.21 CBB Activity 0.05% 72,425.21 1 -CBB End Bal. 72,425.21 \$ 2,770,815.89 5/31/2024

### WATER CIP FUNDS

DATE	INSTITUTION	INSTRUMENT	MATURITY	<u>STATUS</u>	PURCHASE / <u>REDEEM</u>	INTEREST <u>RATE</u>	INTEREST	PAR/ BALANCE	TOTAL
5/1/2024 5/31/2024	LAIF LAIF LAIF	Water Mainline		Beg. Bal. Interest Activity	(76,936.13)	4.30%	-	2,704,644.53 2,704,644.53 2,627,708.40	
5/1/2024	Citizens Bus Citizens Bus	CD		Beg. Bal. Activity	-	0.04%	-	-	
5/31/2024	Citizens Bus Citizens Bus	CD		Redeem Purchase	-	n/a		-	
5/1/2024 5/31/2024	Premier Bank Premier Bank Premier Bank	Safekeeping		Beg. Bal. Activity End Bal.	-	-	-	1,670.97 1,670.97 1,670.97	
5/1/2024 5/31/2024	CBB CBB CBB	Safekeeping		Beg. Bal. Activity End Bal.	-	0.05%	-	250,544.76 250,544.76 250,544.76	\$ 2,879,924.13

### CASH BASIS OPERATING FUNDS

DATE	INSTITUTION	INSTRUMENT	MATURITY	<u>STATUS</u>	DEPOSIT/ WITHDRAW	INTEREST <u>RATE</u>	INTEREST	PAR/ BALANCE	TOTAL
5/1/2024 5/31/2024	Premier Bank Premier Bank Premier Bank	Checking-Gen.		Beg. Bal. Deposits Disbursements	2,291,948.44 (2,139,169.97)	0.00	-	185,247.05 2,477,195.49 338,025.52	
5/1/2024 5/31/2024	Premier Bank Premier Bank Premier Bank			Beg. Bal. Deposits Disbursements	842,432.57 (243,000.00)	0.00		246,549.06 1,088,981.63 845,981.63	
5/1/2024 5/31/2024	Premier Bank Premier Bank Premier Bank	Checking-Sewer		Beg. Bal. Deposits Disbursements	279,298.11 (278,372.37)	0.00	-	5,296.32 284,594.43 6,222.06	
5/1/2024 5/31/2024	Premier Bank Premier Bank Premier Bank	Checking-Water		Beg. Bal Deposits Disbursements	1,572,608.69 (1,360,152.89)	0.00		889,682.18 2,462,290.87 1,102,137.98	
5/1/2024 5/31/2024	Bank of America Bank of America Bank of America	a		Beg. Bal Deposits Disbursements	-	0.00	0.71	3,290.13 3,290.84 3,290.84	

### CASH BASIS OPERATING FUNDS

DATE	INSTITUTION	INSTRUMENT	MATURITY	<u>STATUS</u>	DEPOSIT/ WITHDRAW	INTEREST <u>RATE</u>	INTEREST	PAR/ BALANCE	TOTAL
5/1/2024 5/31/2024	Premier Bank Premier Bank Premier Bank	Operations Safekeeping		Beg. Bal Deposits Disbursements	-	-	-	276,342.99 276,342.99 276,342.99	
5/1/2024 5/31/2024	LAIF LAIF LAIF	<b>Gen. Fund-Prop Tax</b> Qtrly. Interest		Beg. Bal. Interest Activity	7,813.70	4.30%	-	10,124,166.14 10,124,166.14 10,131,979.84	
5/1/2024 5/31/2024	LAIF LAIF LAIF	Water Op. Qtrly. Interest		Beg. Bal. Interest Activity	170,172.63	4.30%	-	786,198.89 786,198.89 956,371.52	
5/1/2024 5/31/2024	LAIF LAIF LAIF	Sewer Op. Qtrly. Interest		Beg. Bal. Interest Activity	(87,000.71)	4.30%	-	1,525,237.43 1,525,237.43 1,438,236.72	\$15,098,589.10

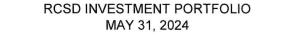
### CASH BASIS RESERVED FUNDS

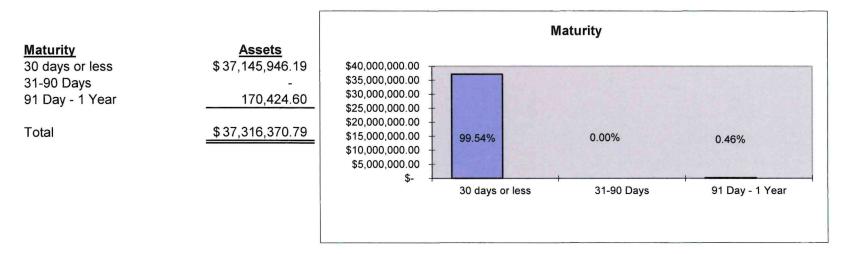
DATE	INSTITUTION	INSTRUMENT	MATURITY	<u>STATUS</u>	DEPOSIT/ WITHDRAW	INTEREST <u>RATE</u>	INTEREST	PAR/ BALANCE	TOTAL
5/1/2024 5/31/2024	LAIF LAIF LAIF	Water Op. Reserve Qtrly. Interest		Beg. Bal. Interest Activity	-	4.30%	-	4,514,610.44 4,514,610.44 4,514,610.44	
5/1/2024 5/31/2024	LAIF LAIF LAIF	Water Replacement Qtrly. Interest		Beg. Bal. Interest Activity	(4,236.50)	4.30%		467,278.29 467,278.29 463,041.79	
5/1/2024 5/31/2024	LAIF LAIF LAIF	Wastewater Replace Qtrly. Interest	ement	Beg. Bal. Interest Activity	(4,377.70)	4.30%		625,315.14 625,315.14 620,937.44	
5/1/2024 5/31/2024	LAIF LAIF LAIF	COP-Payback Qtrly. Interest		Beg. Bal. Interest Activity	(17,000.00)	4.30%	-	1,556,838.15 1,556,838.15 1,539,838.15	
5/1/2024 5/31/2024	LAIF LAIF LAIF	Grant-Trash Qtrly Interest		Beg. Bal. Interest Activity	-	4.30%	-	- -	
5/1/2024 5/31/2024	LAIF LAIF LAIF	Field/Admin Bldg. Qtrly Interest		Beg. Bal. Interest Activity	:	4.30%		785,312.14 785,312.14 785,312.14	
5/1/2024 5/31/2024	LAIF LAIF LAIF	Wastewater Op. Res Qtrly. Interest	serve	Beg. Bal. Interest Activity	Ę	4.30%	-	616,599.37 616,599.37 616,599.37	
5/1/2024 5/31/2024	LAIF LAIF LAIF	Project Admin Bldg Qtrly. Interest		Beg. Bal. Interest Activity	-	4.30%	-	1,153,919.70 1,153,919.70 1,153,919.70	
5/1/2024 5/31/2024	LAIF LAIF LAIF	Project Ops Bldg Qtrly. Interest		Beg. Bal. Interest Activity	-	4.30%	-	2,099,680.13 2,099,680.13 2,099,680.13	\$11,793,939.16

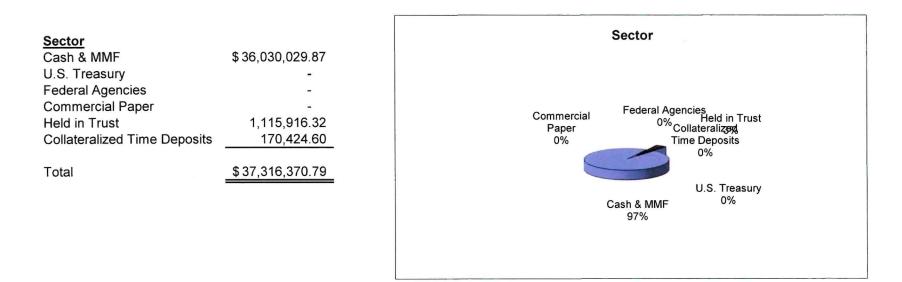
					H BASIS DS IN TRUST				
DATE	INSTITUTION	INSTRUMENT M	<u>IATURITY</u>	STATUS	PURCHASE / <u>REDEEM</u>	INTEREST <u>RATE</u>	INTEREST	PAR/ BALANCE	TOTAL
5/1/2024 5/31/2024	U.S. Bank	COP's Refunding-Series Install Sale Reserve-LAIF (From US		748,303.68	-	4.79% 4.79%	87.33	748,216.35 748,216.35 748,303.68 748,303.68	
5/1/2024	Premier Bank	Fiscal Agent-SRL MN P	lant	Beg. Bal Deposits		0.073%	46.70	367,565.94 367,612.64	
5/31/2024				Disbursements	- TO	TAL CASH FUN	IDS	367,612.64	\$ 1,115,916.32 \$37,316,370.79

### RCSD PORTFOLIO HOLDINGS REPORT MAY 31, 2024

lssuer	<u>Maturity</u>	Acquisition <u>Cost</u>	<u>Current Market</u>	Gain/Loss	<u>Yld Mat</u>
AGENCY		-	-	-	÷
U.S. TREASURIES		-	-	-	-
COMMERCIAL PAPER		-	-	-	-
FUNDS IN TRUST		\$ 1,115,916.32	\$ 1,115,916.32		
COLLATERALIZED TIME DEPOSITS					
Premier	10/3/2024	\$ 170,424.60	\$ 170,424.60		4.88%
CASH EQUIVALENT & MONEY MARKET LOCAL AGENCY INVESTMENT FUND (LAIF) DEPOSITS HELD WITH FINANCIAL INSTITUTIONS		\$33,098,278.33 2,931,751.54	\$33,098,278.33 2,931,751.54	-	4.30% -
Subtotals		\$36,030,029.87	\$36,030,029.87	-	-
GRAND TOTALS		\$37,316,370.79	\$37,316,370.79	-	e.



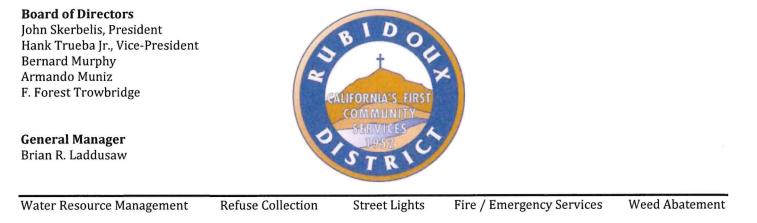




# 5. CONSENT CALENDAR (continued)

D. **DM 2024-51**: Consider Adoption of Resolution No. 2024-915, A Resolution Authorizing the Use of PlanetBids for Procurement Advertising

# **Rubidoux Community Services District**



## **DIRECTORS MEMORANDUM 2024-51**

June 20, 2024

- To: Rubidoux Community Services District Board of Directors
- Subject: Consider Adoption of Resolution No. 2024-915, A Resolution Authorizing the Use of PlanetBids for Procurement Advertising

## BACKGROUND:

In accordance with the state laws Rubidoux Community Services District ("District") is currently required to publish procurement opportunities in local newspapers to ensure transparency and encourage competitive bidding. While this method has served its purpose for many years, advancements in technology and changes in media consumption habits necessitate a reevaluation of the District's approach to advertising procurement opportunities. Further, effective procurement practices are essential for the efficient operation of the District.

Previously during the District's February 15, 2024 regularly scheduled Board of Directors ("Board") meeting, the Board approved the execution of a Support Services Agreement with PlanetBids. District staff subsequently established the agreement and went through training for the use of the procurement portal. The District now has an established profile that vendors can register for. Currently the District has over 315 registered vendors to its profile.

In order to formally adopt the use of PlanetBids as a replacement for newspaper publishing, the District must adopt a resolution as stated in California Public Contract Code 20682.5.

"(d) If the general manager recommends and the board of directors determines that the publication of advertisements of the notice in trade journals and papers in lieu of publication pursuant to subdivision (c) will increase the number of business enterprises receiving that notice, the board of directors may by resolution declare that those notices shall be published in trade journals and papers at least 10 days prior to the time specified for receiving bids."

### **RECOMMENDATION**:

Staff recommends the Board of Directors adopt Resolution No. 2024-915.

Respectfully,

BRIAN R. LADDUSAW, CPA General Manager

Attach:

1. Draft Resolution No. 2024-915

### RESOLUTION NO. 2024-915

## A RESOLUTION OF THE BOARD OF DIRECTORS OF RUBIDOUX COMMUNITY SERVICES DISTRICT AUTHORIZING THE USE OF PLANETBIDS FOR PROCUREMENT ADVERTISING

WHEREAS, the Rubidoux Community Services District ("District") is committed to ensuring transparency, efficiency, and cost-effectiveness in its procurement processes; and

WHEREAS, the current practice of advertising procurement opportunities in local newspapers incurs significant costs and may not reach the widest possible audience of potential bidders; and

**WHEREAS,** PlanetBids provides a secure, accessible, and environmentally friendly platform for advertising and managing procurement opportunities;

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

- 1. The use of PlanetBids for the advertisement and management of all procurement opportunities is hereby authorized.
- 2. The General Manager and relevant District staff are directed to take all necessary actions to implement the use of PlanetBids, including the execution of any required agreements and the transition from newspaper advertising to the PlanetBids platform.
- 3. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED,** by the Board of Directors of the Rubidoux Community Services District at a regular meeting held on June 20, 2024, by the following vote:

AYES: AWAY: NOES: ABSENT:

ABSTENTIONS:

Resolution No. 2024-915 Page 2

> John Skerbelis, President Rubidoux Community Services District

(Seal)

ATTEST:

Brian R. Laddusaw General Manager

APPROVED AS TO FORM AND CONTENT:

John R. Harper District Counsel

# 5. <u>CONSENT CALENDAR</u> (continued)

E. **DM 2024-52**: Consider Notice of Cancellation of the Rubidoux Community Services District July 4, 2024, Regular Board Meeting

# **Rubidoux Community Services District**



## **DIRECTORS MEMORANDUM 2024-52**

June 20, 2024

- To: Rubidoux Community Services District Board of Directors
- Subject: Consider Notice of Cancellation of the Rubidoux Community Services District July 4, 2024, Regular Board Meeting

## BACKGROUND:

Rubidoux Community Services District ("District") conducts regular Board of Director ("Board") meetings on the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of each month at 4:00 PM. At the Board's discretion, meeting dates and times have been amended from time to time.

The District's first Board meetings in the months of January and July have historically conflicted with the January 1 (New Year's) and July 4<sup>th</sup> (Independence Day), national holidays, making it difficult for the Board to achieve the necessary quorum for those regular meetings. On May 3, 2018, the Board adopted Resolution No. 2018-840, *A Resolution of the Board of Directors that Cancels Certain Regular Meetings of the Rubidoux Community Services District*. The Resolution automatically cancelled the 1<sup>st</sup> Board meeting of January and July, regardless of if the meeting fell on the actual holiday or not.

Prior to the COVID-19 pandemic, the District never provided a teleconferencing alternative to allow for the Board, staff, vendors/consultants or members of the public to virtually participate in Board activities. In 2020, the District secured a subscription with Zoom Video Communications Inc. to allow for virtual participation. The District continues to provide this alternative. Further, in 2023, at the direction of the Board, District staff procured four (4) tablet devices, currently utilized by 4 Board members, to streamline the dissemination of District information while also including teleconferencing capabilities so long as there is an internet connection.

With the evolution of technology, achieving a quorum of Board members is more feasible given the Board's ability to participate in-person or virtually. Therefore, on August 5, 2021, the Board adopted Resolution No. 2021-880, A Resolution of the Board of Directors Rescinding Resolution No. 2018-840 and Reinstating Scheduling and Conducting Certain Regular Board Meetings of the Rubidoux Community Services District

(Attachment 1). The Resolution reinstated the practice of scheduling regular Board meetings on the 1<sup>st</sup> Thursday of January and July but includes an exception for when the Board meeting "conflicts with [the] actual date of a District recognized Holiday..."

The first Thursday in July is July 4, a recognized District holiday, and as such, it's necessary for the Board to consider cancelling the July 4, 2024, regular Board meeting. The next Board meeting is scheduled for Thursday, July 18, 2024, at 4:00 PM.

Included as Attachment 2 is the Notice of Cancellation. Once approved, the Notice of Cancellation will be posted on the District's website and front and back windows at the Administrative Office at 3590 Rubidoux Blvd., Jurupa Valley, CA.

### **<u>RECOMMENDATION</u>**:

Staff recommends the Board of Directors consider the following:

- 1. Approve the cancellation of the July 4, 2024, regular meeting of the Board of Directors.
- 2. Authorize the General Manager to sign and post the Notice of Cancellation for the July 4, 2024, regular meeting.

Respectfully,

BRIAN R. LADDUSAW, CPA General Manager

Attachment(s):

- 1. Board Resolution No. 2021-880
- 2. Notice of Cancellation for the July 4, 2024, Regular Board Meeting.

### RESOLUTION No. 2021-880

### A RESOLUTION OF THE BOARD OF DIRECTORS RESCINDING RESOLUTION NO. 2018-840 AND REINSTATING SCHEDULING AND CONDUCTING CERTAIN REGULAR BOARD MEETINGS OF THE RUBIDOUX COMMUNITY SERVCIES DISTRICT

WHEREAS, On November 24, 1952, the Rubidoux Community Services District was duly organized pursuant to California Government Code Section 61,000 et. seq. as the State of California's first Community Service District; and,

WHEREAS, the governance (Board of Directors) has from time to time amended regular Board meeting days and times; and,

WHEREAS, the Rubidoux Community Services District regular Board Meetings are on the first and third Thursdays of each month at 4:00 PM; and,

WHEREAS, at the May 17, 2018 Board Meeting the Board of Directors adopted Resolution No. 2018-840 canceling the regular Board Meetings scheduled for the first Thursday in the months of January and July to avoid January 1 and July 4 National Holiday conflicts; and,

WHEREAS, at its July 15, 2021 Board Meeting the Board of Directors determined technology advances such as computer video conferencing applications enhance remote attendance and reduce the risk of meeting cancelations due to lack of quorum from conflicts with January 1 and July 4 National Holidays; and,

WHEREAS, Section 3 of Resolution No. 2018-840 indicates it can be rescinded in its entirety or portion by resolution as determined by the Board of Directors; and,

WHEREAS, at its July 15, 2021 Board Meeting the Board of Directors directed staff to prepare a resolution that rescinds Resolution No. 2018-840 and thereby ends the practice of canceling the first regular Board Meeting of January and July each year.

**NOW, THEREFORE**, the Board of Directors of the Rubidoux Community Services District Does Hereby Resolve, Determine and Order as Follows;

- 1. Resolution No. 2018-840 is rescinded.
- Regular Board Meetings on the first Thursday of the months of January and July will be scheduled and conducted unless the actual date of the meeting conflicts with actual date of a District recognized Holiday as outlined in the then current Memorandum of Understanding Between

Rubidoux Community Services District and Laborers' International Union of North America, Local 77.

- 3. The adoption of Resolution No. 2021-880 shall be in effect on this 5th day of August 2021.
- 4. Resolution No. 2021-880 maybe rescinded in its entirety or portion by adopted resolution as determined by the Board of Directors.

BE IT FURTHER RESOLVED this Resolution No. 2021-880 was approved and adopted on this day 5th, of August, 2021, at the regular meeting of the Board of Directors of the Rubidoux Community Services District by the following vote:

AYES: Armando Muniz; Bernard Murphy, John Skerbelis

**NOES:** Forest Trowbridge

ABSENT: Hank Trueba Jr.

**ABSTENTIONS:** 

John Skerbelis, President

(SEAL)

ATTEST:

Jeffrey D. Sims, Secretary to the Board

APPROVED AS TO FROM AND CONTENT: John R. Harper, District Counsel

# **Rubidoux Community Services District**

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

**General Manager** Brian R. Laddusaw



Water Resource Management

**Refuse Collection** 

Street Lights

Fire / Emergency Services

Weed Abatement

# **NOTICE OF CANCELLATION**

# OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT

# JULY 4, 2024, REGULAR BOARD MEETING

By Order of the Board of Directors, the July 4, 2024, Regular Meeting of the **RUBIDOUX COMMUNITY SERVICES DISTRICT** Board of Directors has been **CANCELLED** due to the holiday schedule. The next Regular Board Meeting is scheduled for Thursday, July 18, 2024, at 4:00 PM.

The District's Board of Directors apologies for any inconvenience caused by this cancellation.

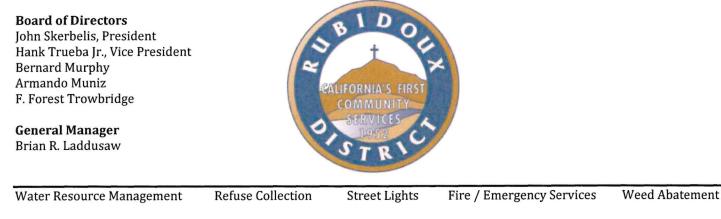
BRIAN R. LADDUSAW, General Manager Rubidoux Community Services District

June 21, 2024

# 5. CONSENT CALENDAR (continued)

F. **DM 2024-53**: Correction to Grant Deed for Contributed Water and Sewer Assets for Agua Mansa Commerce Park – Parcel Map 37528

# **Rubidoux Community Services District**



## **DIRECTORS MEMORANDUM 2024-53**

June 20, 2024

- To: Rubidoux Community Services District Board of Directors
- Subject: Correction to Grant Deed for Contributed Water and Sewer Assets for Agua Mansa Commerce Park - Parcel Map 37528

# BACKGROUND:

The Rubidoux Community Services District ("District") Board of Directors ("Board") accepted a Grant Deed at the Board Meeting on May 16, 2024, under Director's Memorandum 2024-35. The development consists of several large industrial warehouse buildings, associated streets, parking lots and utilities. The entire Agua Mansa Commerce Park Development property was originally acquired in 2020 by the Agua Mansa Commerce PreDev LLC which was the entity's name on the Grand Deed accepted by the Board at the May 16, 2024 Board Meeting. Portions of the property were transferred to Agua Mansa Commerce Center Phase II LLC, Agua Mansa Commerce Center Phase II LLC and Agua Mansa Commerce Center Phase III LLC as indicated on the attached map.

The Agua Mansa Commerce Center Phase I LLC, Agua Mansa Commerce Center Phase II LLC and Agua Mansa Commerce Center Phase III LLC entities each own portions of the project and the underlying water and sewer facilities being contributed to the District. Therefore, three Grant Deeds and Bills of Sale for those portions from each entity are required, one for each portion.

The purpose of this Directors Memorandum is to allow Staff to record the appropriate and correct Grant Deeds with the County to legally transfer the water and sewer facilities to the District.

Staff consulted with District Counsel John Harper regarding this anomaly and was advised it was appropriate to record these correct Grant Deeds and Bills of Sale and inform the Board of the discrepancy. This Directors Memorandum serves this purpose, and no new acceptance is required as the board has already accepted the granting of the assets to the District and this is a correction to correctly identify the transferee on the Grant Deeds.

### **<u>RECOMMENDATION</u>**:

Staff recommends the Board of Directors consider authorizing:

- 1. The General Manager or General Manager's Designee to sign the corrected Grant Deeds and Bills of Sale.
- 3. District Staff to record the corrected Grant Deeds and Bills of Sale with the County of Riverside Recorder's Office.

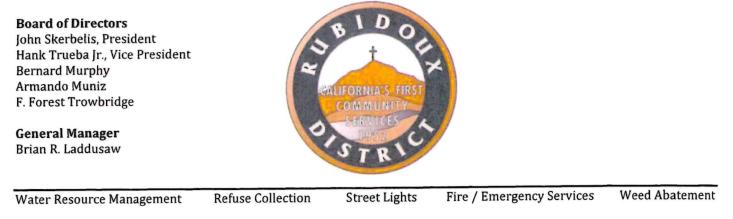
Respectfully,

BRIAN R. LADDUSAW General Manager

Attach:

- 1. Copy of DM 2024-35
- 2. Map Identifying where each entity is located
- 3. Email from John Harper
- 4. Originally Accepted Grant Deed
- 5. Corrected Grant Deeds

# **Rubidoux Community Services District**



## **DIRECTORS MEMORANDUM 2024-35**

May 16, 2024

- To: Rubidoux Community Services District Board of Directors
- Subject: Acceptance of Grant Deed for Contributed Water and Sewer Assets for Agua Mansa Commerce Park - Parcel Map 37528

## BACKGROUND:

The Rubidoux Community Services District ("District") annexed into its boundary an area of land near El Rivino Road and the Riverside Cement Company, a development called Aqua Mansa Commerce Park, under Parcel Map 37528. The development consisted of several large industrial warehouse buildings, associated streets, parking lots and utilities. The Agua Mansa Commerce Park Phase I, II and III, LLC ("Developer") designed and subsequently built, under District inspection and oversight utilizing Krieger and Stewart Engineers, both new sewer and water pipelines which will have been dedicated to the District via a Grant Deed and Bill of Sale. Additionally, there are several easements necessary for the District to access waste discharge monitoring manholes, blow off devices and fire hydrants that are on Developer owned property. These easements were accepted by the District under DM 2023-02 and subsequently recorded with the County.

The project is now complete and all sewer and water pipelines have been installed and are a physical asset being granted to the District via a Grant Deed. As part of closing out the project and placing the physical assets on the District's books for depreciation, the Developer provided to the District the project costs associated with these assets to establish their "book value".

The installed cost of the Water Pipelines being dedicated to the District is \$4,652,205.13 and the installed cost of the Sewer Pipelines being dedicated to the District is \$1,185,390.48.

To protect the District from future liability from unpaid bills, Staff got a copy of the Developer's recorded Notice of Completion for the District's files.

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

### **RECOMMENDATION:**

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

- 1. Accept the Grant Deed for the Water and Sewer Pipelines.
- 2. Authorize the General Manager or General Manager's Designee to sign the Grant Deed.
- 3. Authorize District Staff to record the Grant Deed with the County of Riverside Recorder's Office.

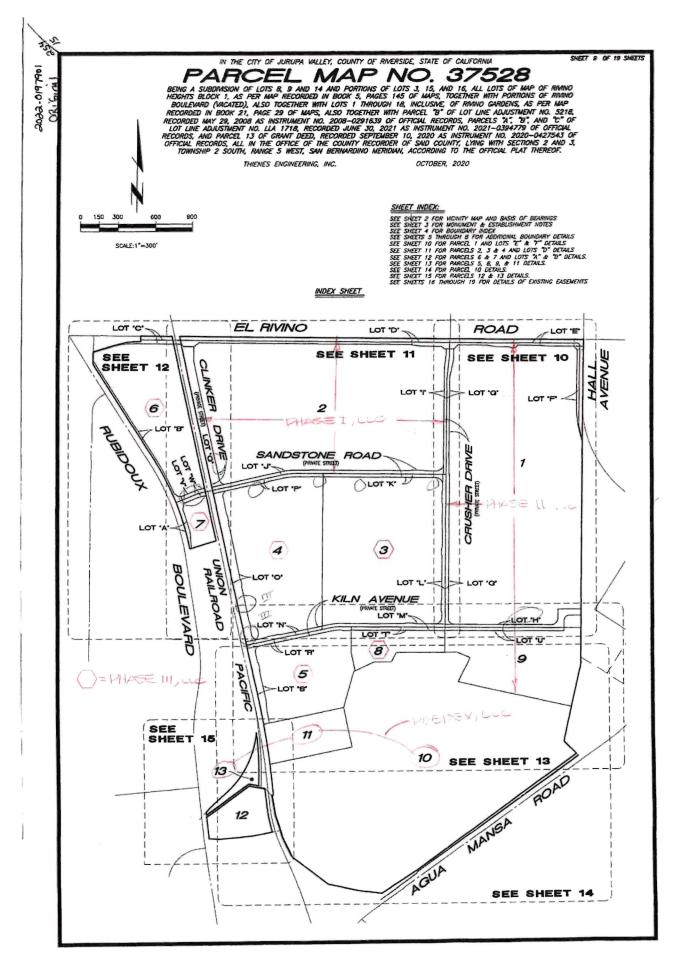
Respectfully,

BRIAN R. LADDUSAW

General Manager

Attach:

- 1. Grant Deed
- 2. Final Cost from Contractor
- 3. Notice of Completion
- 4. Water and Sewer Plans



Ownership Per PTR 587-10/0

From:	John Harper <jrharper@harperburns.com></jrharper@harperburns.com>
Sent:	Tuesday, June 11, 2024 7:45 AM
То:	Ted Beckwith
Cc:	Brian Laddusaw
Subject:	Re: Agua Mansa Commerce Park Grant of Easement and
	Grant Deed

Ted.

Record the correct Grant Deed, but provide a short Staff Report to the Board explaining the error and have them reapprove the correct deed for the record. John

From: Ted Beckwith <<u>tbeckwith@rcsd.org</u>>
Sent: Tuesday, June 11, 2024 6:35 AM
To: John Harper <<u>irharper@harperburns.com</u>>
Cc: Brian Laddusaw <<u>bladdusaw@rcsd.org</u>>
Subject: Fw: Agua Mansa Commerce Park Grant of Easement and Grant Deed

John,

Staff already brought these Grant of Easements and Grant Deed to the District Board, but I had attached the wrong Grant Deed to the Director's Memorandum. As the Board already approved this in concept is appropriate to record the correct Grant Deed or should we rescind the prior DM and present a new DM with the correct Grant Deeds attached to it?

Sincerely, Ted



Ted Beckwith, RCE, SE

**Director of Engineering** 

Rubidoux Community Services District 3590 Rubidoux Blvd. Jurupa Valley, CA 92509 (951) 684-7580

From: Ted Beckwith <<u>tbeckwith@rcsd.org</u>> Sent: Thursday, June 6, 2024 9:40 AM

### 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, AGUA MANSA COMMERCE PREDEV 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.

Said water and/or sewer system improvements are shown in detail in Exhibit A depicting the construction drawings (1) Parcel Map No. 37528, Sewer Improvement Plan, Rubidoux Community Services District, Sheets 1-8; (2) Parcel Map No. 37528, Water Improvement Plan Phase I, Rubidoux Community Services District, Sheets 1-5; and (3) Parcel Map No. 37528, Water Improvement Plans Phase II, Rubidoux Community Services District, Sheets 1-5; and (3) Parcel Map No. 37528, Water Improvement Plans Phase II, Rubidoux Community Services District, Sheets 1-5; and (3) Parcel Map No. 37528, Water Improvement Plans Phase II, Rubidoux Community Services District, Sheets 1-16 for the aforementioned water and/or sewer system improvements.

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

[SIGNATURES ON FOLLOWING PAGE]

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

} ss. }

COUNTY OF SAN FRANCISCO

On January 20, 2023 before me, Cynthia Katigbak, Notary Public, personally appeared Pedro Sanchez, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTYOF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(seal)

WITNESS my hand and official seal.

Cynthia Katigbak, Notary Public



Acknowledgment is attached to: Agua Mansa RCSD Grant Deed

## CERTIFICATE OF ACCEPTANCE OF AND CONSENT TO GRANT DEED AND BILL OF SALE

THIS IS TO CERTIFY that the attached Grant Deed and Bill of Sale for all sewer improvements which AQUA MANSA COMMERCE PREDEV, LLC, a Delaware limited liability company ("Grantor") has constructed within the public street commonly known as Avalon Street between Alta Street and Mission Boulevard, is hereby accepted by the RUBIDOUX COMMUNITY SERVICES DISTRICT ("Grantee") on the date set forth below. Grantee consents to the recordation thereof by its duly authorized officer. Grantee acknowledges and agrees that Grantee shall be responsible for ownership, operation and maintenance of such utility assets.

Date:\_\_\_\_\_, 2023

(SEAL)

# RUBIDOUX COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_

Name: Brian Laddusaw

Its: General Manager

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 "A"

# **DEPICTION OF RCSD FACILITIES INCLUDED IN THIS CONVEYANCE**

[to be attached]

### GENERAL NOTES :

- ALL KORK SHALL CONFORM TO THE SESION AND CONSTRUCTION STANDARDS OF RCSD FOR MATER AND SANDARY SEVER FACULTES.
- CONSTRUCTION OF THE SERER SYSTEM SHALL NOT COMMENCE UNIT A FINAL MEP HAS BEEN RECORDED BY REVENUES COUNTY AND THE DEDLEPER'S DARAGER HAS CRITINED THAT ALL STRETTS ARE CONSTRUCTION TO THAT RECEIPT FOR CLIEBE AND OUTER.
- CHINECTOR SHILL PROJECT TREAS PROTECTOR AND CONSULT ALL CONSTRUCTION IN ADDRAMS WITH OL- DEAR REQUIRING AND SALL COTEMNE (OTHIN AND IODDRA OF DESTICE JANEDROVID ACCOUNTS AND IT DEARDARS, OTH AND TAXING TAK SHILL BE LIMETE TO 300 TET ACON RADA ROAT OF ANY AND SHILL BE BACARLID AND COMPARTS AT THE CONSULDING FILM OF ANY AND SHILL BE
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- POPE JOINTS DHALL NOT BE DEFLECTED AT ANY ANGLE CREATER THAN THE MAXIMUM ANGLE RECOMMENCED BY THE POPE MANUFACTURER.
- DEPTH AND LOCATON OF DISTING UNDERSHOUND FACILITIES SHALL BE OFTERWARD BY THE CONTRACTOR BY POTHCLING PROR TO TREDICTING. THE CONTRACTOR SHALL ASD CONTRACT UNDERSEADURE STRATE (SUB) 777-7800 PROR TO ANY OCLANICOL
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- 13. ALL SCHERS SHALL BE BALLED, AR TESTED AND VICED INSPECTED FROM TO ADDEPTANCE BY THE DISTRICT.
- 14 SURFACE IMPROVEMENTS DAMAGED AS A REPAIL OF THE CONTRACTOR'S OPERATIONS SHALL SE RECONSTRUCTED BY THE CONTRACTOR TO THE RECURRIMENTS OF THE ACENCY HAVING
- 15. THE EDIEDPER SHALL PROVIDE ONE SET OF PRINTS SHOWER ALL "AS-BUIL" ODWDROM INDUDING THE STATEMONG OF SETER UTERAL CONNECTIONS AND FAD LEVATIONS AS A CONSTRUM OF TANK, APPROXIL. 15. ANY REVISION TO THESE DRAWINGS WIST BE AFFRING IN WRITING BY THE RUBDOWL COMMUNITY SERVICES DISTRICT
- 17. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE ASTALLATION OF BACKBARDS VALVES, BHERE RECURRED FOR UNFORM PLUMENCE CODE AND FOR RESD STANDARDS
- 18. THE DOMINICTOR S ADVISED THAT THE WORK ON THIS PROJECT BAT MODILY BURKNES A DOMINIED AN SPACE DOMINICTOR SHALL BE RESPONSIBLE FOR COMPANIED WITH TOWING AN SPACE ANTOIL FOR THIS S OUTPORK ADVISORTATION CODE.
- 15. CONTRACTOR SHALL WARRANTY ALL WORK FOR 12 MONTHS AFTER THE DATE OF FINAL WARRANTY ALL WORK FOR 12 MONTHS AFTER THE DATE OF FINAL

### ENGINEER'S NOTICE TO CONTRACTORS

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#### BASIS OF BEARING

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### BENCH MARK:



AGUA MANSA COMMERCE PREDEV LLC 1343 YON KARWAN, SUITE 200 NEWPORT BEACH, CA 92660 PH. (949) 431-6400 PH. (949) 431-6400 FAX (949) 330-5771

- OWNER
- AGUA MANSA COMMERCE FREDEV LLC 4.34.3 VIDH KARMAN, SLITE 200 NEWFORT BENCH, CA 92660 SOLS ENGINEER

LUNCAN 30 DIEDURNE PARK, SLITE 130 RVINE, CA \$2614 CIVIL ENGINEER

THENES ENERALDRING 14345 TRESTONE BOLLEVARD 14345 TRESTONE BOLLEVARD





Digitally signed by Octavio Duran

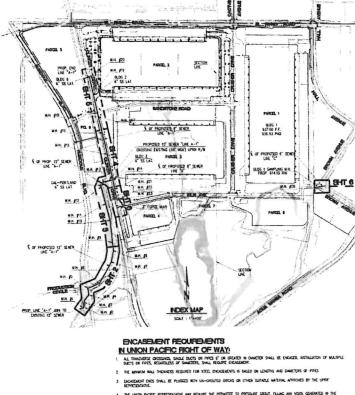
Date: 2022 05 18

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CITY OF JURUPA VALLEY DECREERING ODPARTNENT

Octavio

Duran



PARCEL MAP NO. 37528

SEWER IMPROVEMENT PLAN

8", 10" AND 12" PUBLIC SEWER MAIN - SS A-1

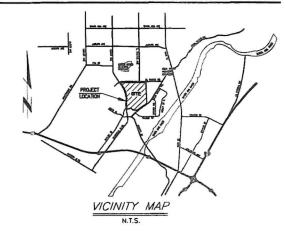
RUBIDOUX COMMUNITY SERVICES DISTRICT

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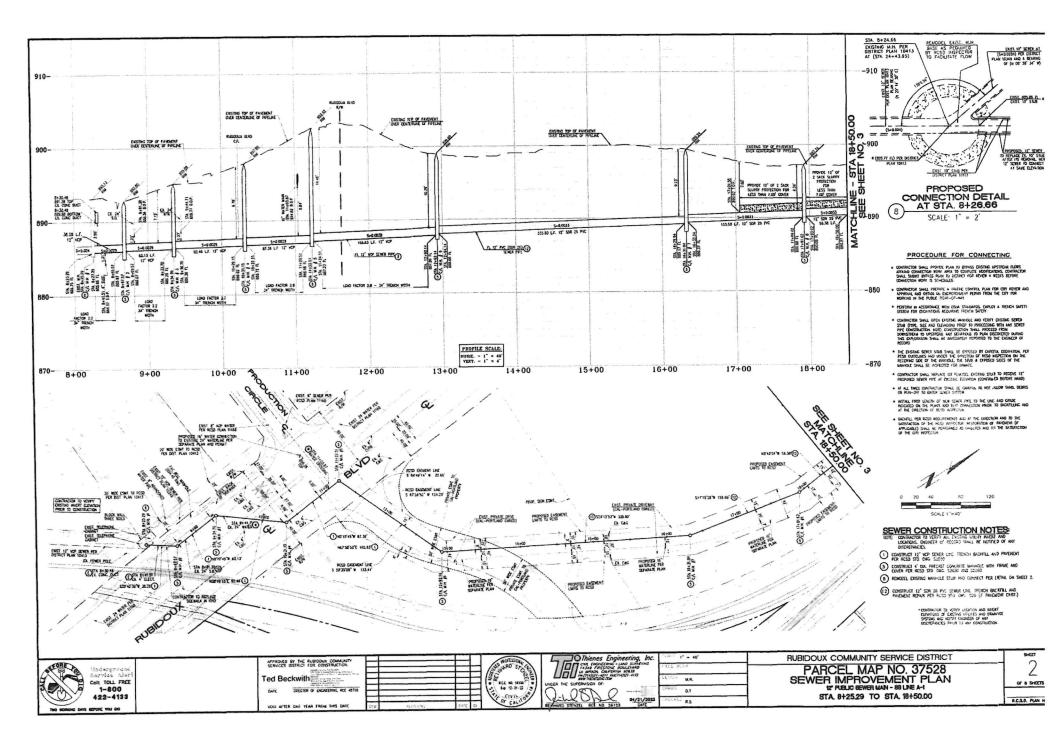
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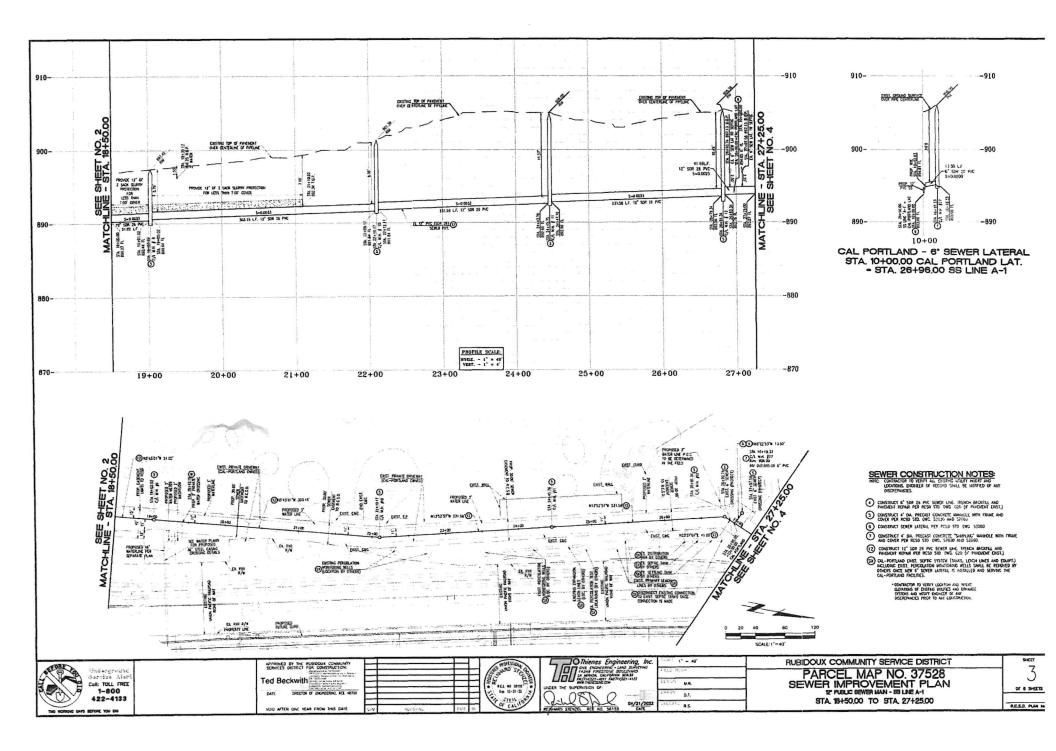
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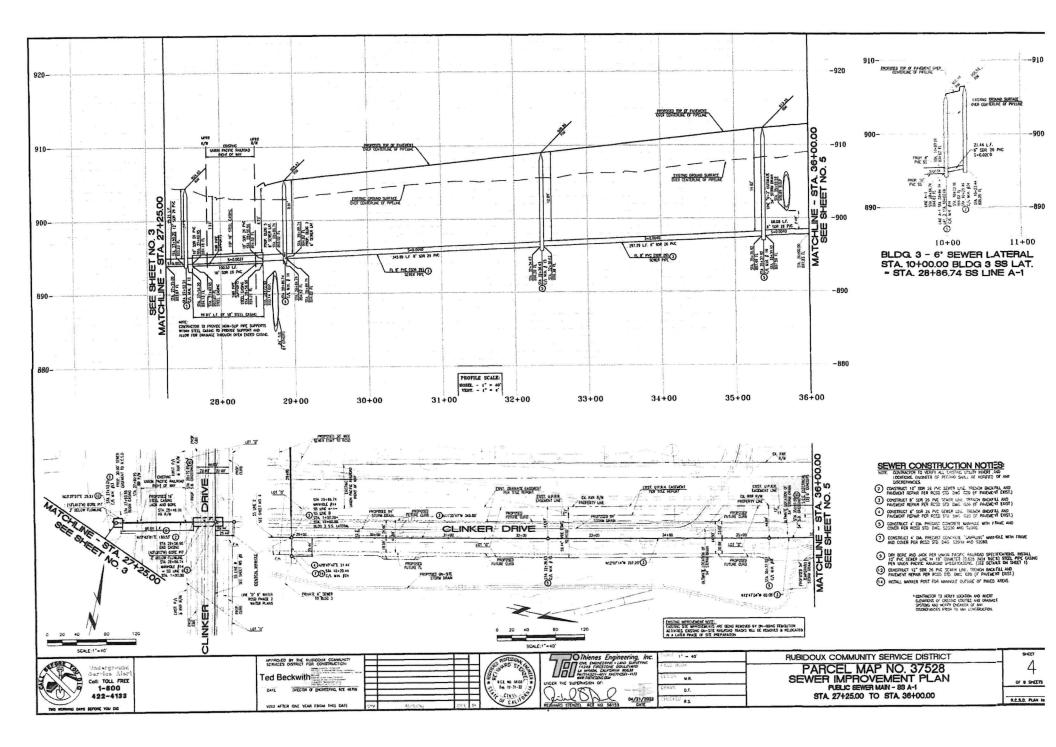
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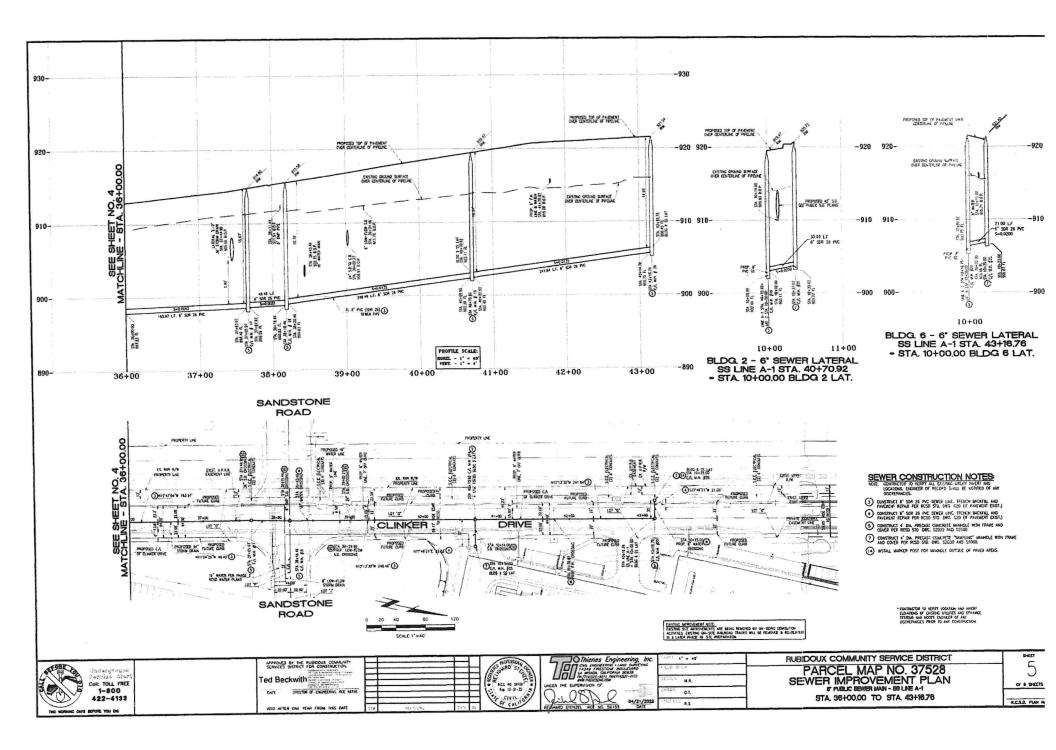
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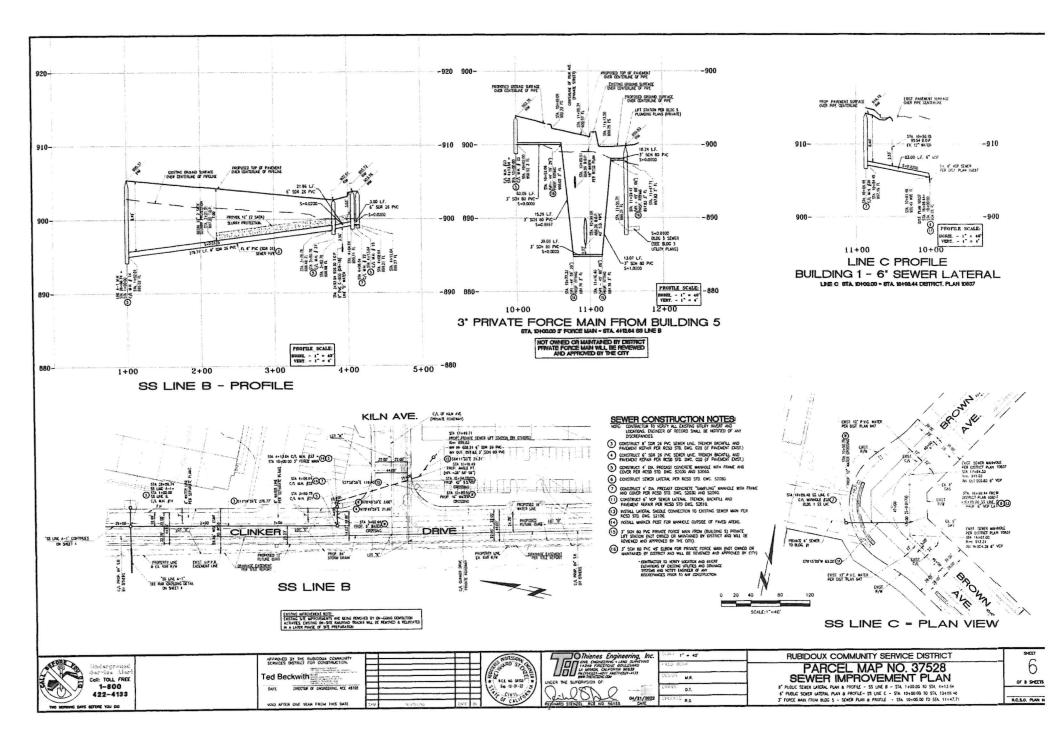
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## August 13, 2021 Tuttor: 03245-45

TED DECKWITH RUDDOUX COMMUNITY SERVICES DISTRICT 1860 REMINOUX BLVD A RUPA VALLEY, CA 92509

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As english copy of the fully-charged document will be remeted to you, when approved and proposed by the Eulined Company. Also, please provide a neuklishing or due autoencation for the party sprunging the documents, of providence autoencations is requirely by use forms.

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If we have not received the executed decements within us mention inset the date of this letter, it is proposed effect of an approximate is well-drawn and become mill and yout.

If you have any questions, please contact me at depeters024/up com

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PIPELINE CROSSING

London New HELESTIAN

#### AGREEMENT

Mile Post 6/8, Creation Ed. Ld. Location Creations Spin, Recende County, California

THIS MAREMENT ("Apprendict") is easy and metric tasks as of Augus 10, 2021. ("Efforce: Dar") by an Evange EVANY ACTING AUGUSTAN (EVANYAN), a Object corporation, ("Locows") and REBROOK COMMUNITY AURIVES DISTRICT, to be addressed at 1936 Induktion Education Malloy, ("address 9200" ("Locows").

IT IS NUTUALLY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS. Article I. LICENSOR CRANTS RIGHT.

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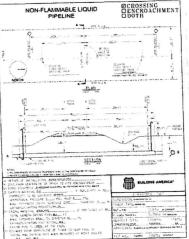
### Article 2. LICENNE FTE.

Upon execution of this Agreement, the Exection shall pay to the Exercise a encirone Exercise For of Fire Thomand Duffury (SSDRAM)

#### Artikle 3. TERM.

Porter County Marine Last Montfold Josef 14

This Agreement shall take effect as of the Effective line first horse written and dall commutes all lance and effect and terminand as provided in the "TERMINATION, REMAY AL OF LICENSILE'S FACILITIES" Sectors of **CARMER**.



Arnet & INCOMPLIANCE WITH CAMPANEL ITEMS

Exercise represents and warrants that all work on Exercise's Exatinate performed by Exercise of is contractor, will structly comply with off forms and continuous set finth better, andwaiting the General Terms and Constitues, analyed borsts as Ereibet II and nucle a pert betted.

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# Province Contactor (2019) 14 Events Supremult ANP Law

#### CENTRAL FLANS AND CONDITIONS

### Section ) LIMITATION AND SEPONDANION OF REALING GRANIED

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EXHIBIT B

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#### Section 1. ENGINEERING BEOGETRE MENTS- PERMITS-

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## Section 3. MOTHER OF CONDIENCEMENT OF WORK (IMPRCENCIES,

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### Article 12. SPECIAL PROVISION - CONSIST CHON GROUNDATION.

Exercise requires Exercise to posside maniform of tracks and construction observation the Exercise approval observer named below during all construction and installantian work. Exercise directly considered services with the manual improver

Railpen Field Services Email: HP 1 Hits a Editrication Phone Hill (223-527)

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#### Section 4. 11. SCACING.

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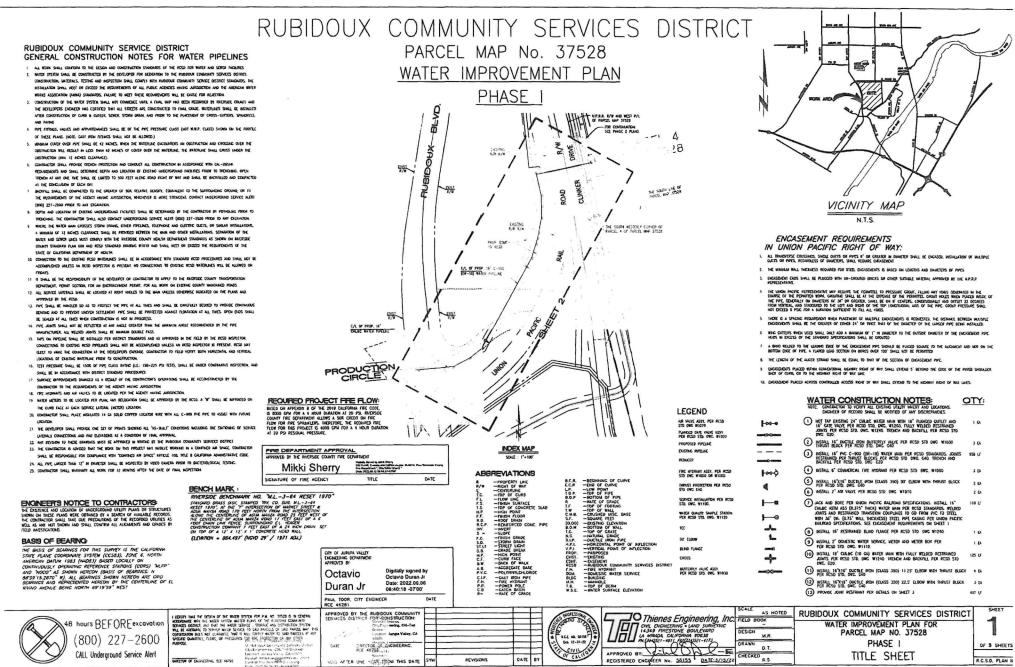
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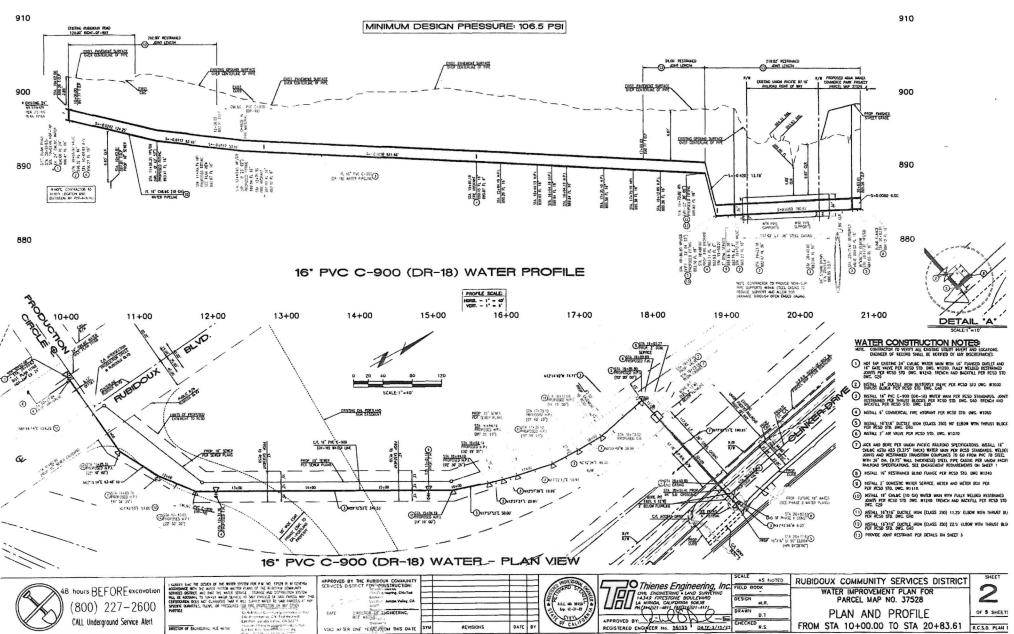
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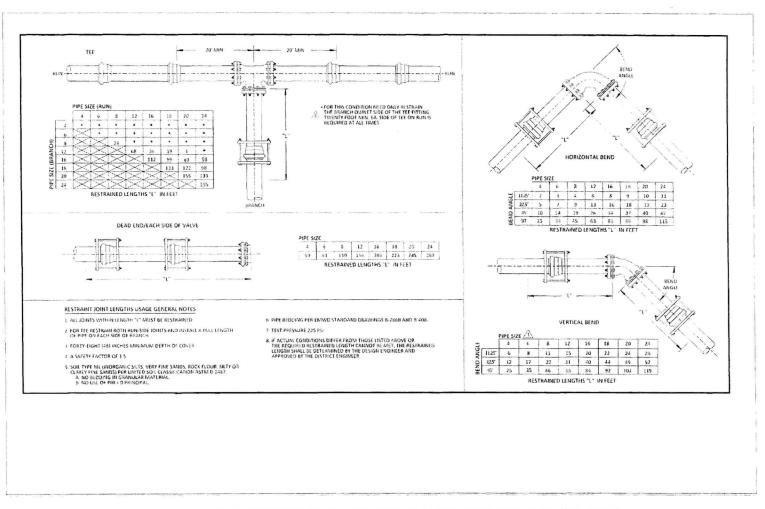
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THIS AGREENENT ("Approach") is made and extend one as of November 19, 2010. ("House Dect" by and severe UMDS PACIFIC RAURING (COMPANY), a Determine represence ("Assess") and BELMODE COMPANYIEV SERVICE DISTRICT, Sciendarius and 3100 Retholan Blud, Arego Valley, California 32307("Locance").

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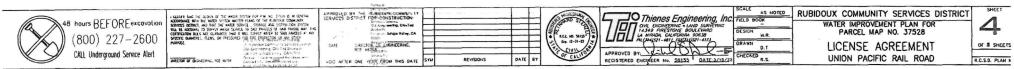
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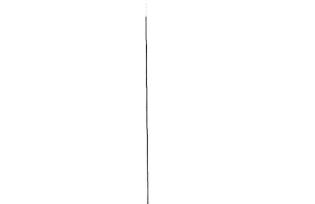
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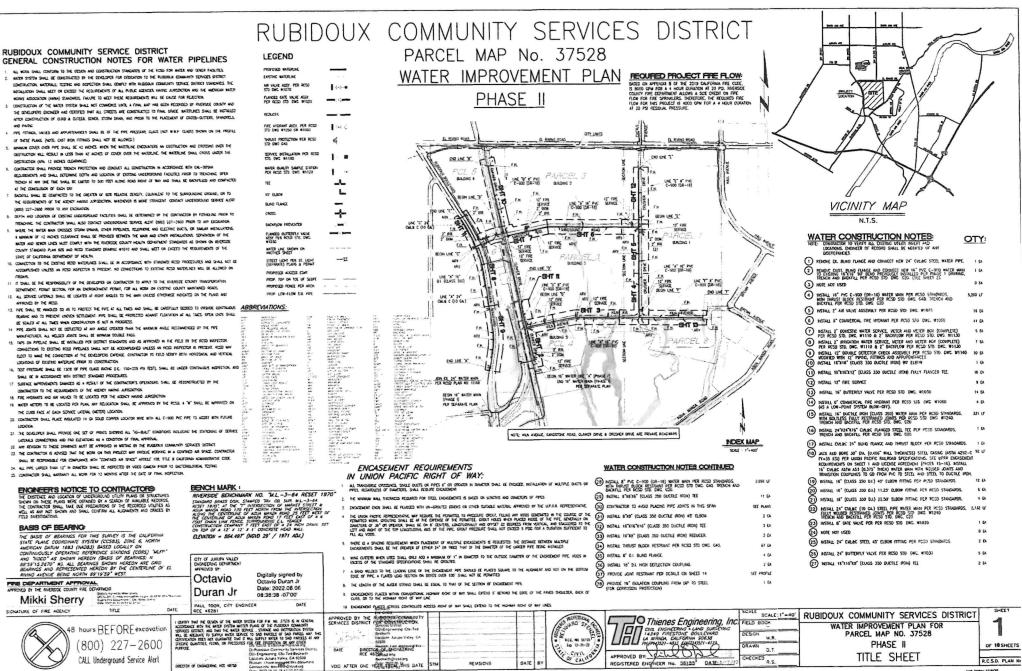
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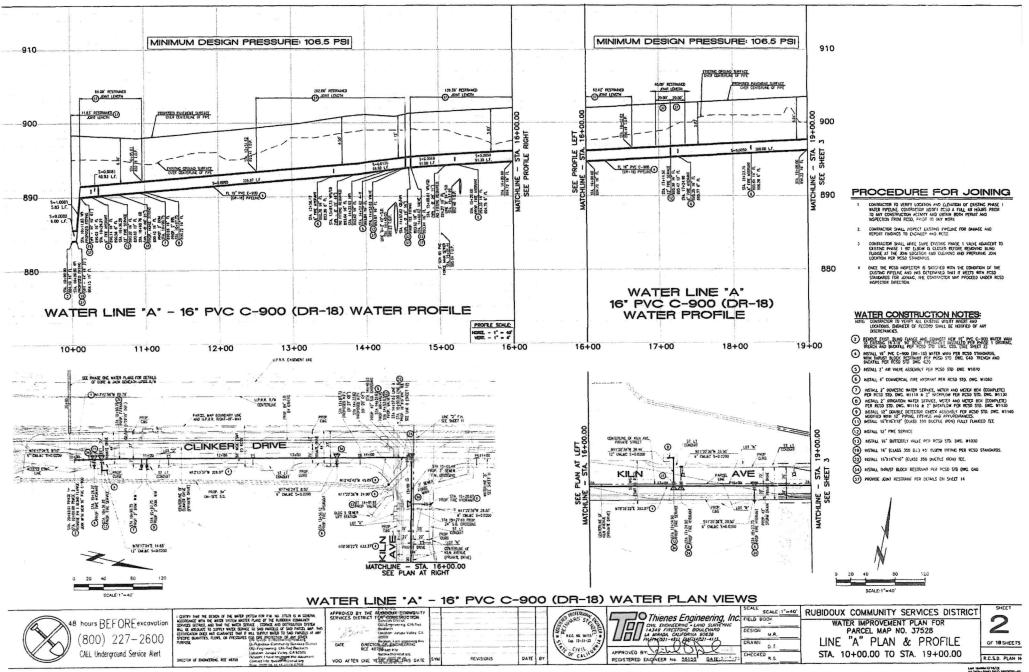
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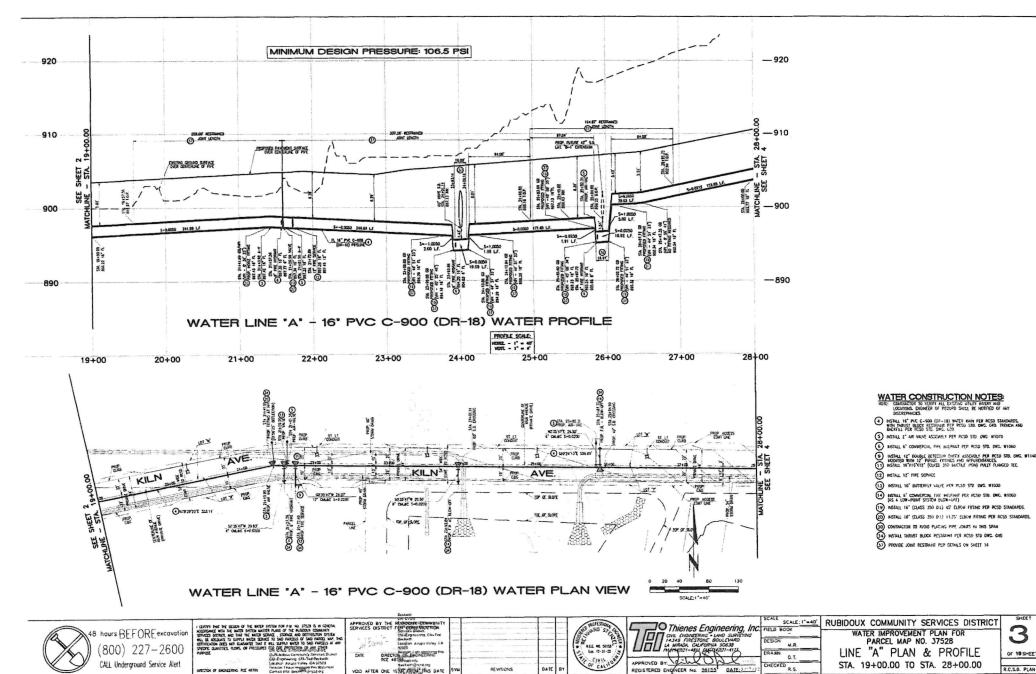
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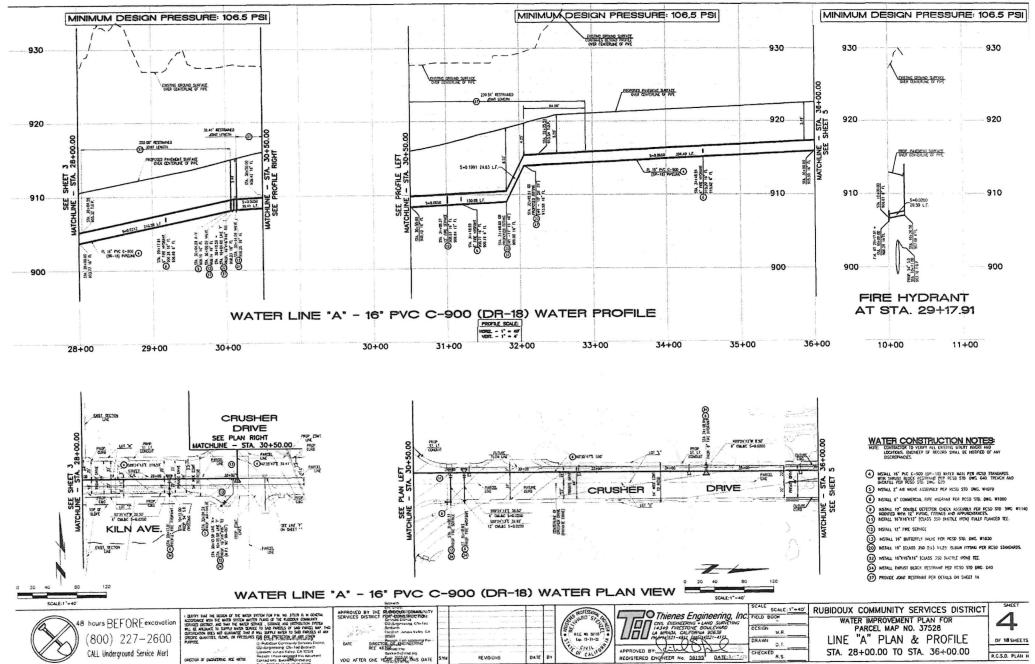


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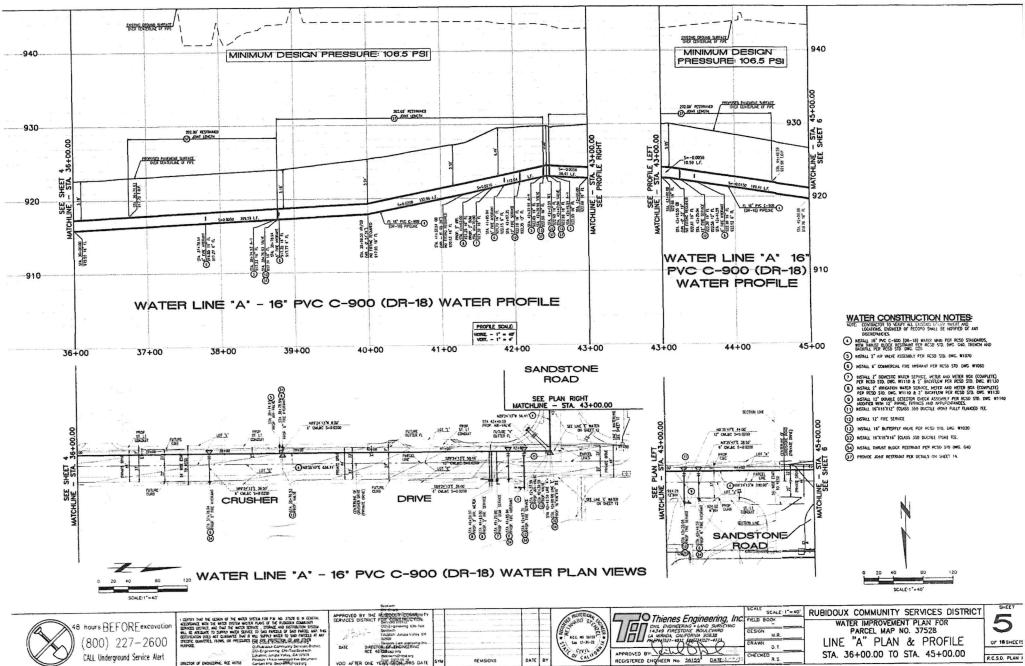
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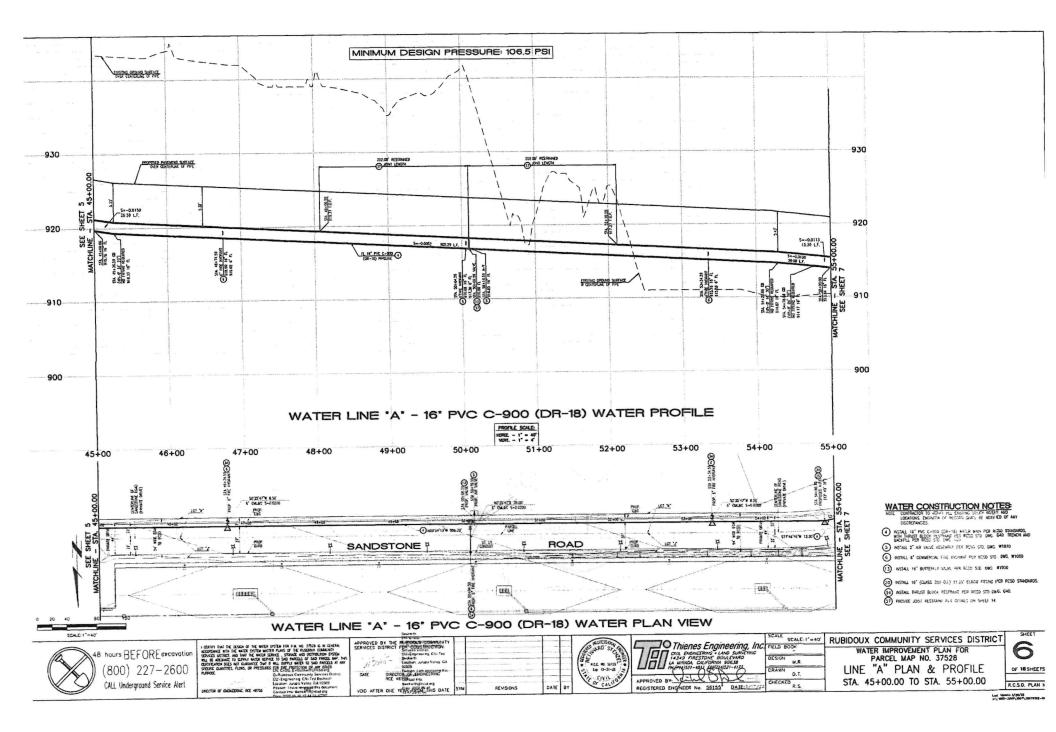
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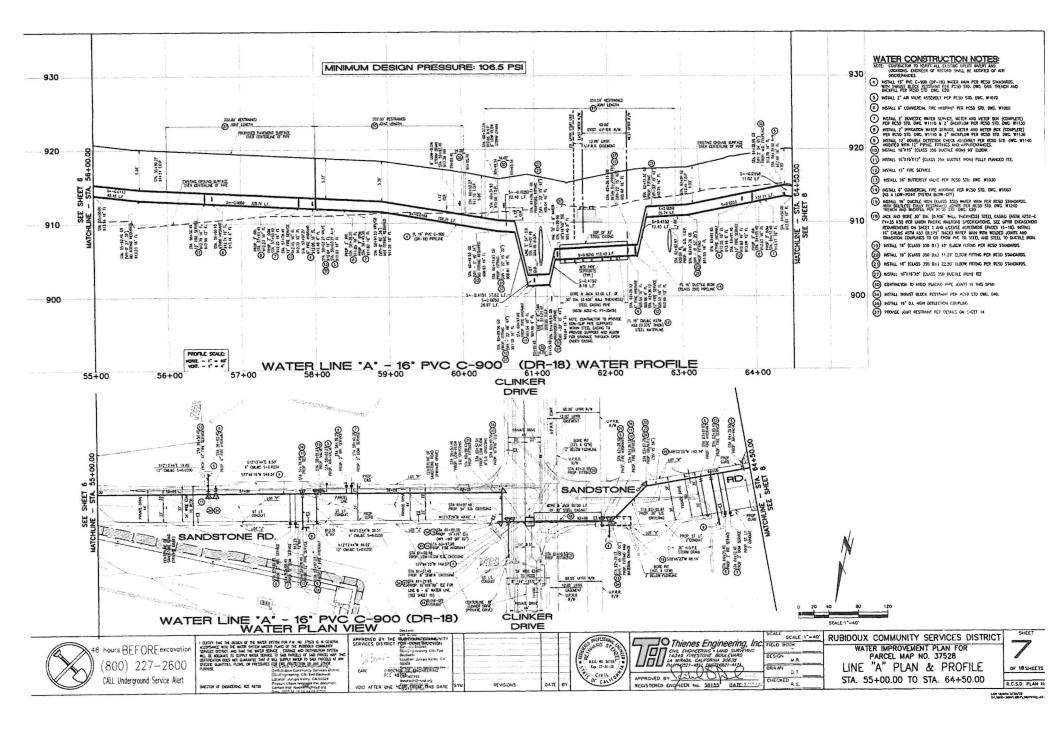


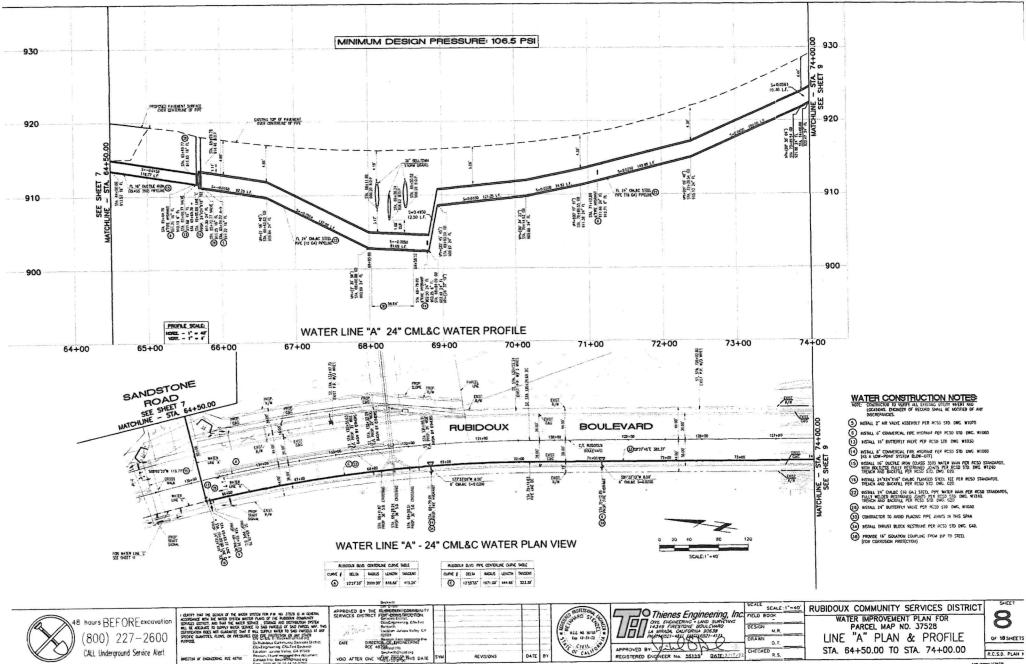
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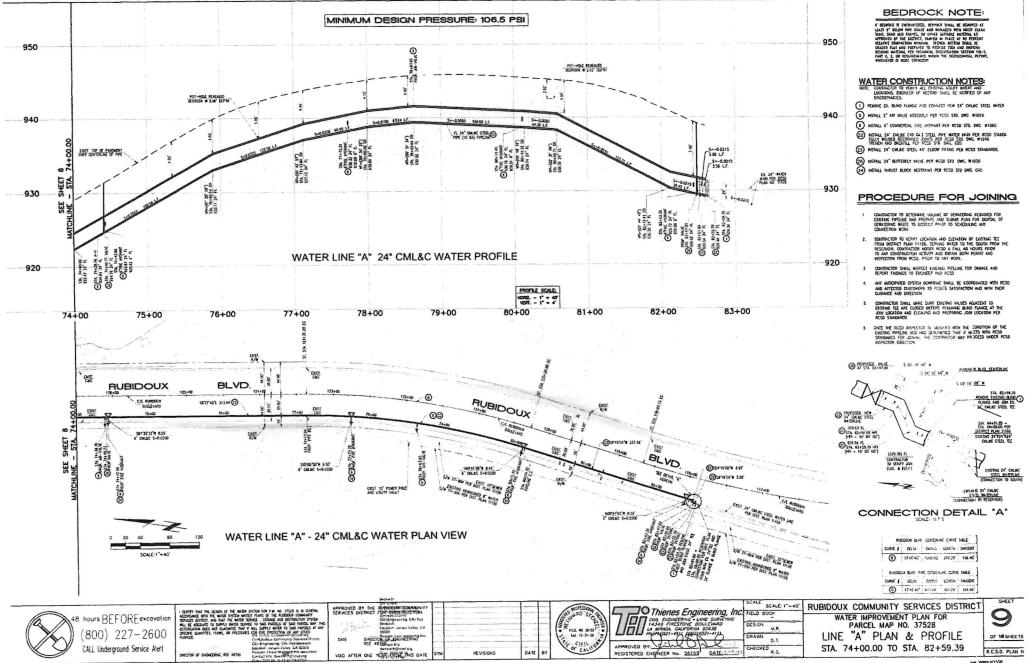
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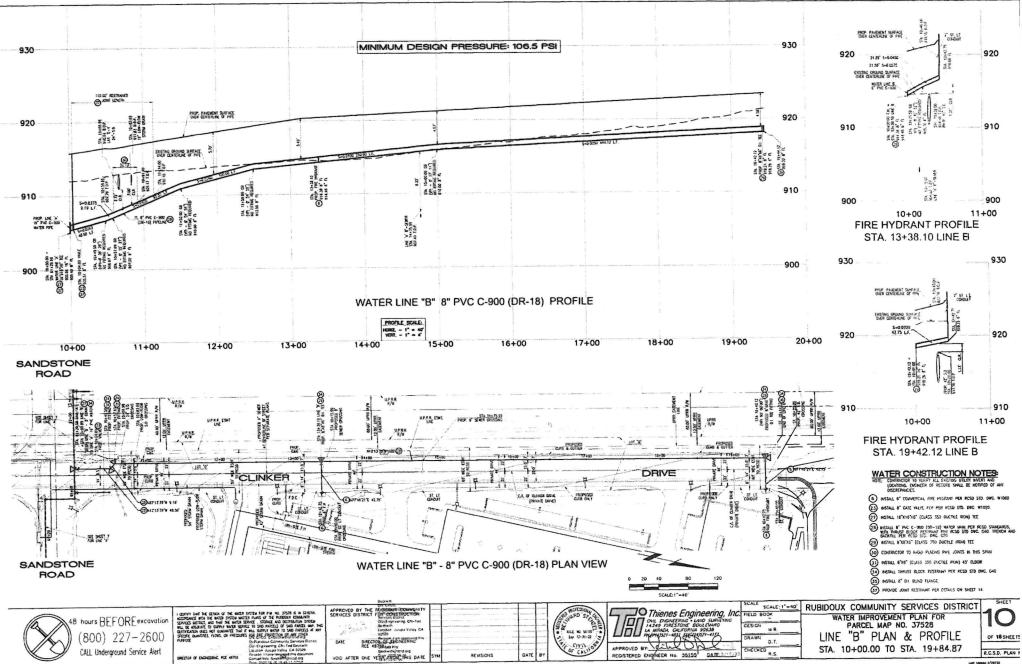




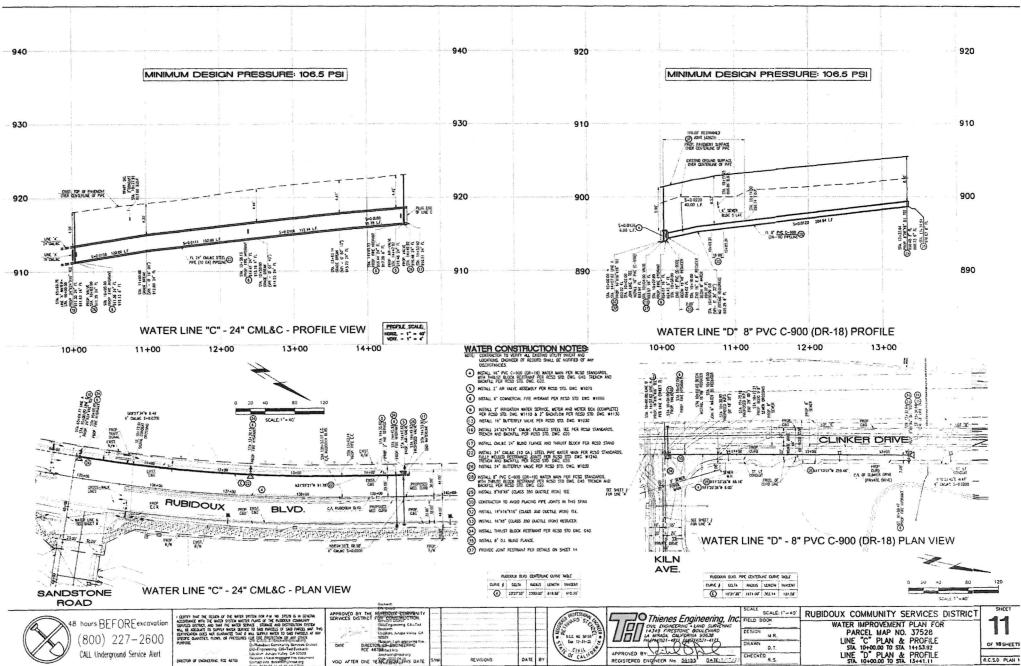
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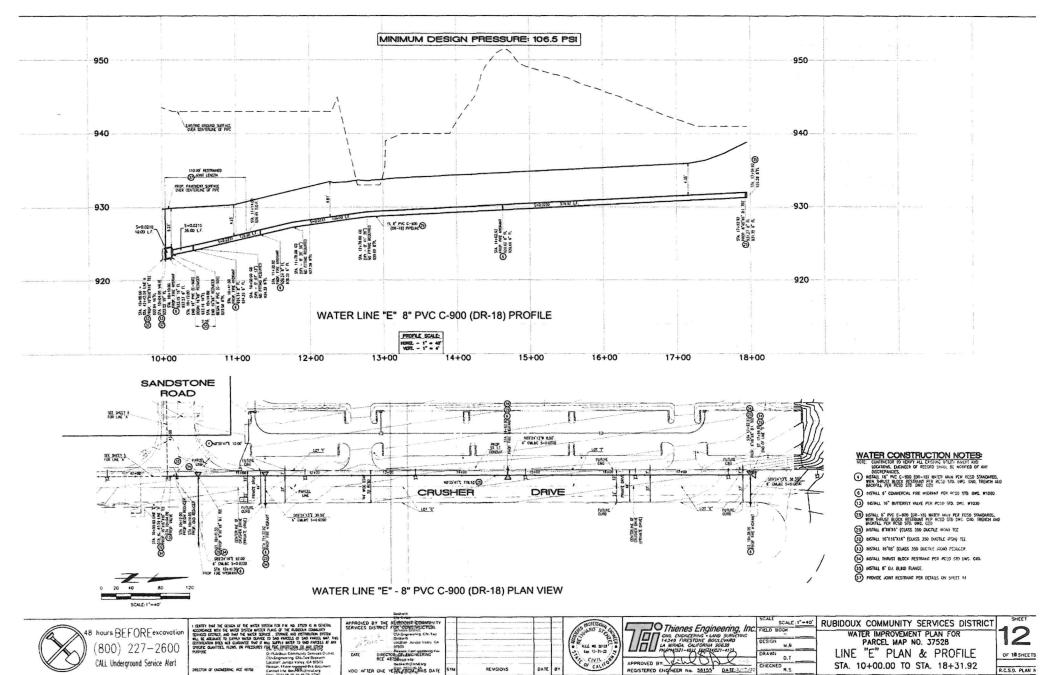
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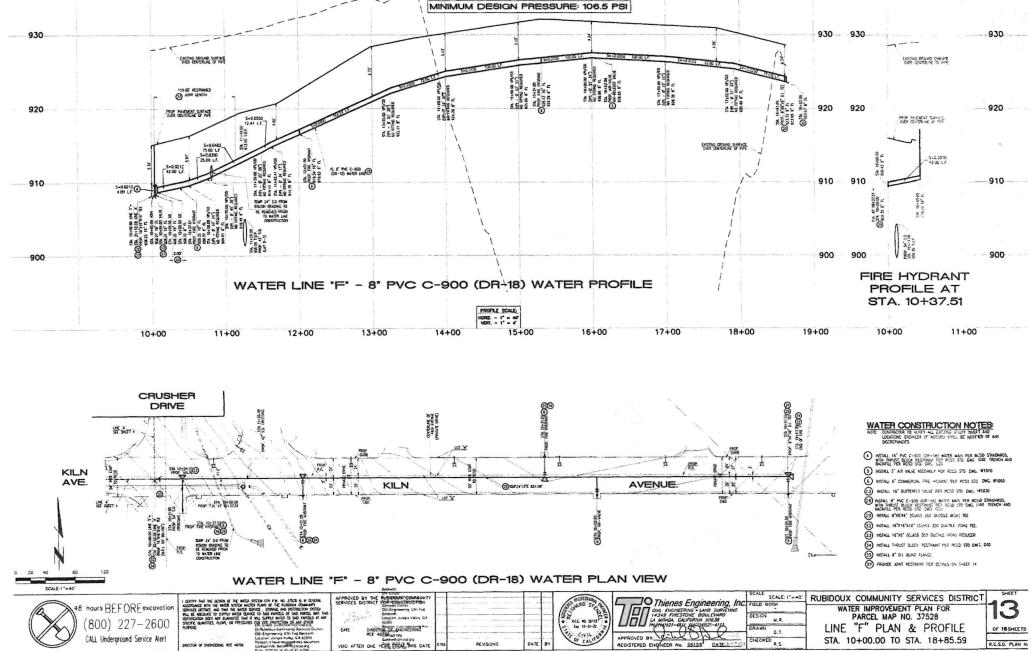
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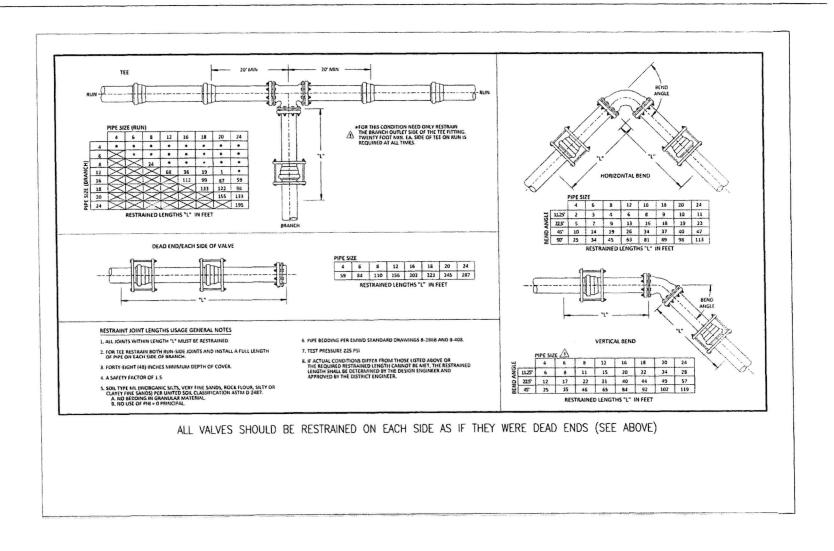
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### PIPELINE CROSSING

#### AGREEMENT

## Mile Post 114, Occidente Ital La Lacation Conditions Spin, Roservice County, Colifornia

THIS AGREEMENT ("Spreaces") is note and enough into an of februry 14, 2021 ("Efficient Date) by not bettern UNION PACHEC RAUREDARE COMPANY, I Discour responsion, ("Linness") on REGIDION COMMENTY MERVICES DISTRICT, only addressed at 1658 Relichour Bird, Josep Visign, Californa VIsio ("Lemma").

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#### Article 4. [REENSET'S COMPLIANCE WITH CENTRAL TERMS

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#### Article 5. INSL BANCE

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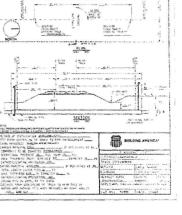
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Recording Requested by:

RUBIDOUX COMMUNITY SERVICES DISTRICT

When recorded, please return this deed to:

RUBIDOUX COMMUNITY SERVICES DISTRICT P.O. BOX 3098 RIVERSIDE, CA 92519

For recorder's use only

Exempt from recording fee pursuant to Government Code Section 6103

# **RUBIDOUX COMMUNITY SERVICES DISTRICT**

# WATER AND/OR SEWER SYSTEM GRANT DEED

FOR VALUABLE CONSIDERATION paid and received, AGUA MANSA COMMERCE PHASE I, LLC, a Delaware limited liability company (the "Developer") hereby grant(s) to RUBIDOUX COMMUNITY SERVICES DISTRICT (the "District"), and the District hereby accepts, all right, title and interest in the water system improvements for the entire water distribution and/or sewer collection system facilities for the development referenced with records of the County of Riverside, State of California as "Agua Mansa Commerce Park" and agrees to indemnify the District for any and all claims, liens, causes of action or any type of liability arising from or in any way related to the construction of said facilities by the Developer.

Said water and/or sewer system improvements are shown in detail on the construction drawings (1) Parcel Map No. 37528, Filed April 27, 2022, in Book 254 of Parcel Maps, at Pages 7-25, inclusive, in the Office of the County Recorder of Riverside; Sewer Improvement Plan, Rubidoux Community Services District, Sheets 1-8; and (2) Parcel Map No. 37528, Filed April 27, 2022, in Book 254 of Parcel Maps, at Pages 7-25, inclusive, in the Office of the County Recorder of Riverside; Water Improvement Plan Phase II, Rubidoux Community Services District, Sheets 1-16 for said development. This Grant Deed is effective upon the Developer providing the Unconditional Lien Waiver and Release and upon filing of the Notice of Completion by the District for the aforementioned water and/or sewer system improvements.

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

Executed on March 20 . 2023.

# **DEVELOPER:**

AGUA MANSA COMMERCE PHASE I, LLC, a Delaware limited liability company

- By: Agua Mansa Commerce Holdings, LLC, a Delaware limited liability company, its sole member
  - By: PR II Agua Mansa Commerce, LLC, a Delaware limited liability company, its Managing Member
    - By: PRISA II LHC, LLC, a Delaware limited liability company, its sole member /

By: Name: Pedro Sanchez Vice President Its:

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 San Franciso

On March 20 , 2023 before me, Cynthia Katigbak , a Notary Public, personally appeared  $\underline{Petro}$  such who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

)

) ss. )

WITNESS my hand and official seal.

Cynthia Katigbak, Notary Public



Signature Page

# CERTIFICATE OF ACCEPTANCE OF AND CONSENT TO GRANT DEED AND BILL OF SALE

THIS IS TO CERTIFY that the attached Grant Deed and Bill of Sale for all sewer improvements which AQUA MANSA COMMERCE PHASE I, LLC, a Delaware limited liability company ("Grantor") has constructed within the public street commonly known as Avalon Street between Alta Street and Mission Boulevard, is hereby accepted by the RUBIDOUX COMMUNITY SERVICES DISTRICT ("Grantee") on the date set forth below. Grantee consents to the recordation thereof by its duly authorized officer. Grantee acknowledges and agrees that Grantee shall be responsible for ownership, operation and maintenance of such utility assets.

Date:\_\_\_\_\_, 2023

(SEAL)

# RUBIDOUX COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_

Name: Brian Laddusaw

Its: General Manager

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.

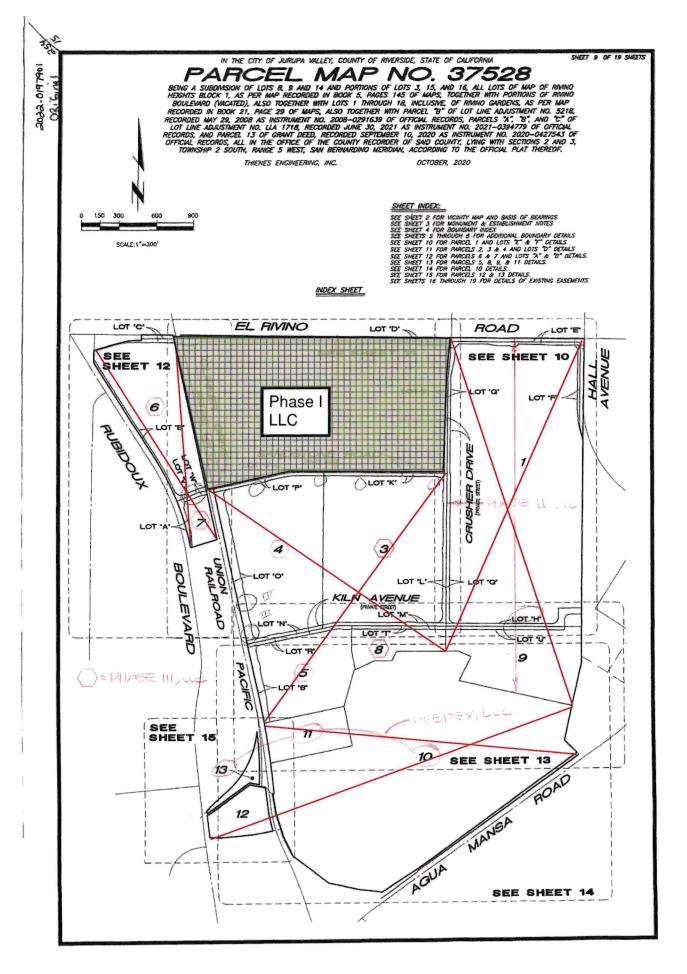
WITNESS my hand and official seal.

Signature

# EXHIBIT "A"

# **DEPICTION OF RCSD FACILITIES INCLUDED IN THIS CONVEYANCE**

[to be attached]



Ownership Per PTR 587-10/0

# EXHIBIT "B"

Description of Location of RCSD Facilities

DESCRIPTION OF FACILITIES

DETAILED DESCRIPTION.

#### ACLIA MANSA COMMERCE PREDEV LLC 1343 VON KARWAN, SUITE 200 NEWPORT BEACH, CA 92660 GENERAL NOTES : PARCEL MAP NO. 37528 ALL BORK SHALL CONFORM TO THE DESIGN AND CONSTRUCTION STANDARDS OF RCSD FOR BATER AND SANETARY SEVER FACULTES. PH. 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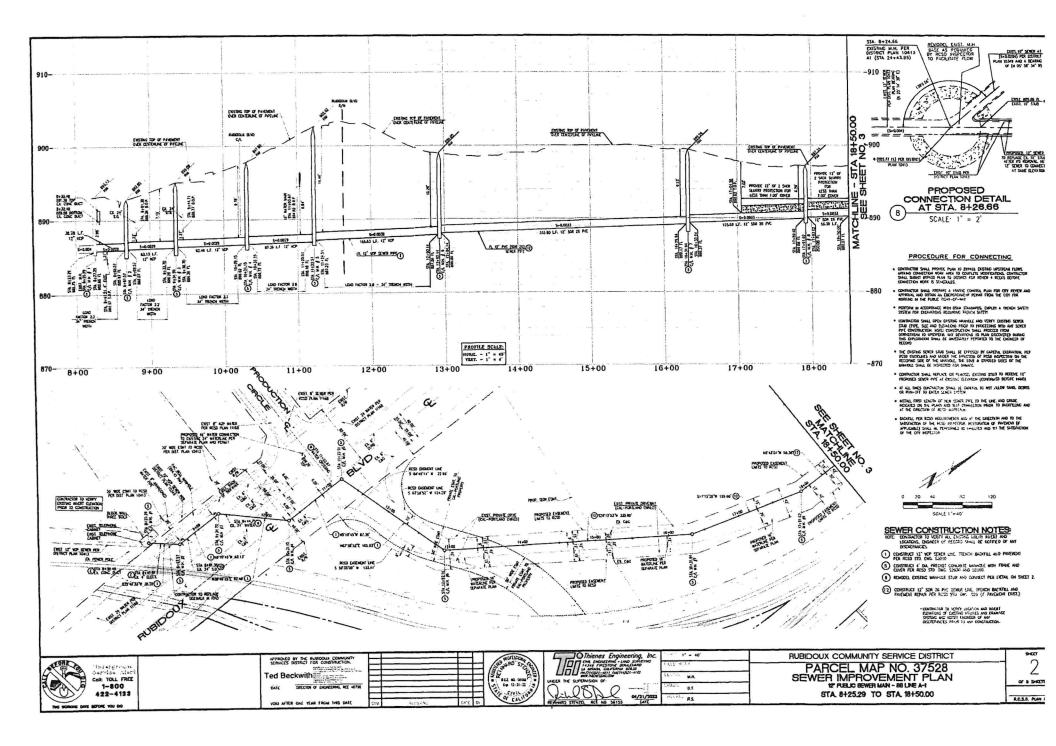
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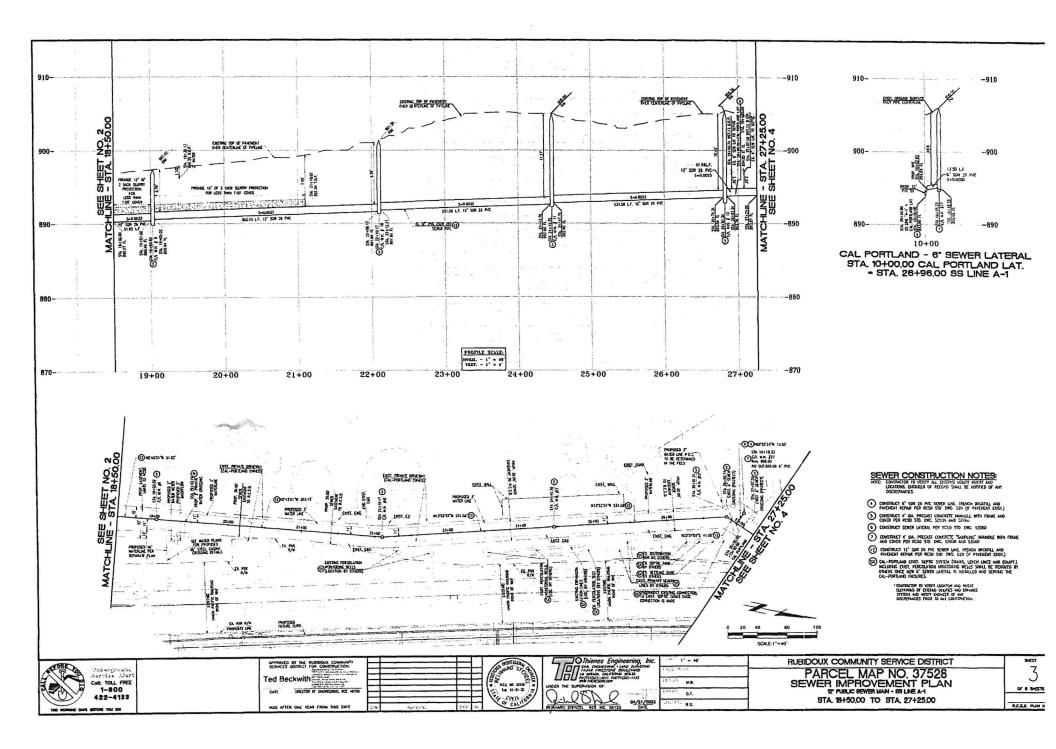
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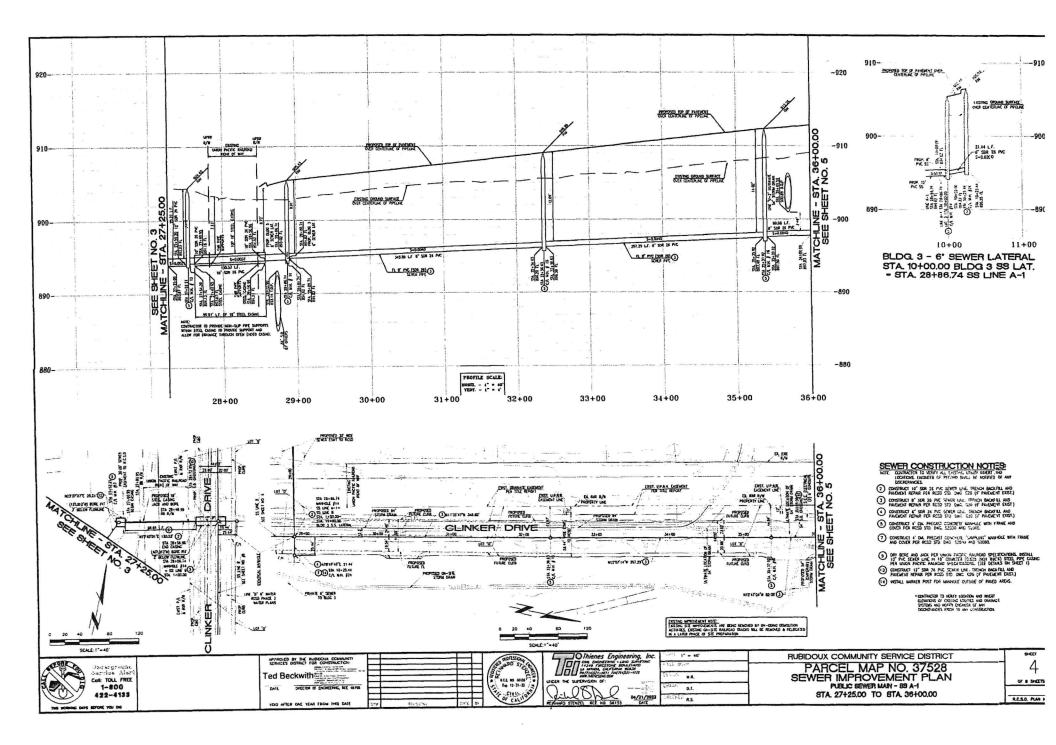
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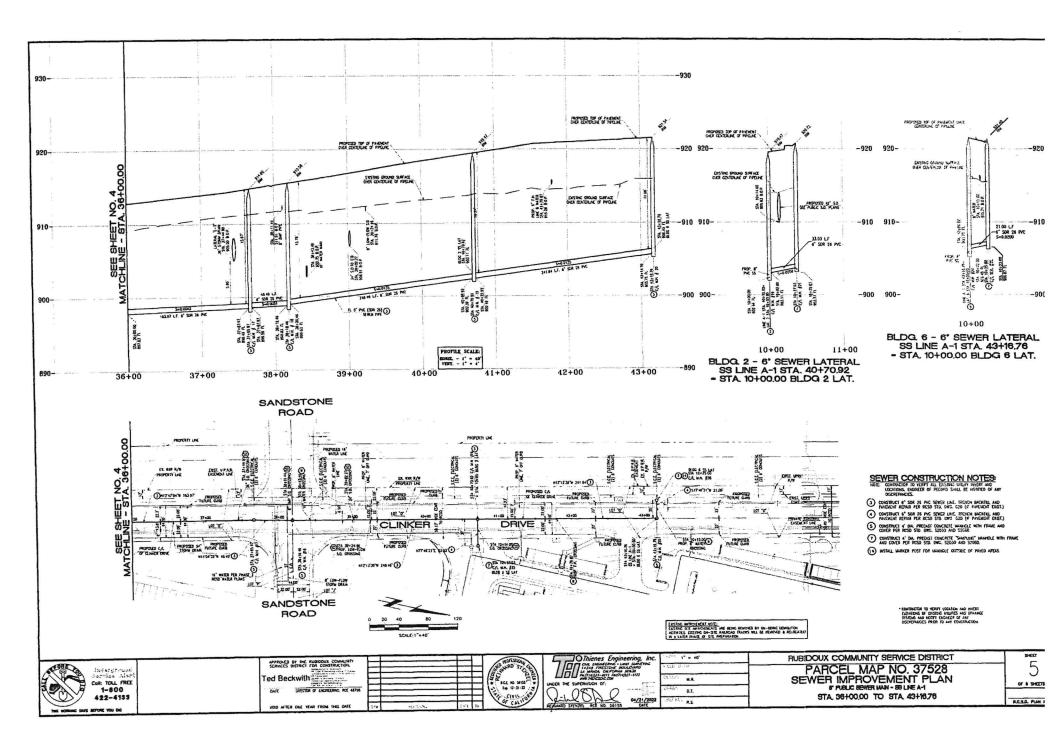
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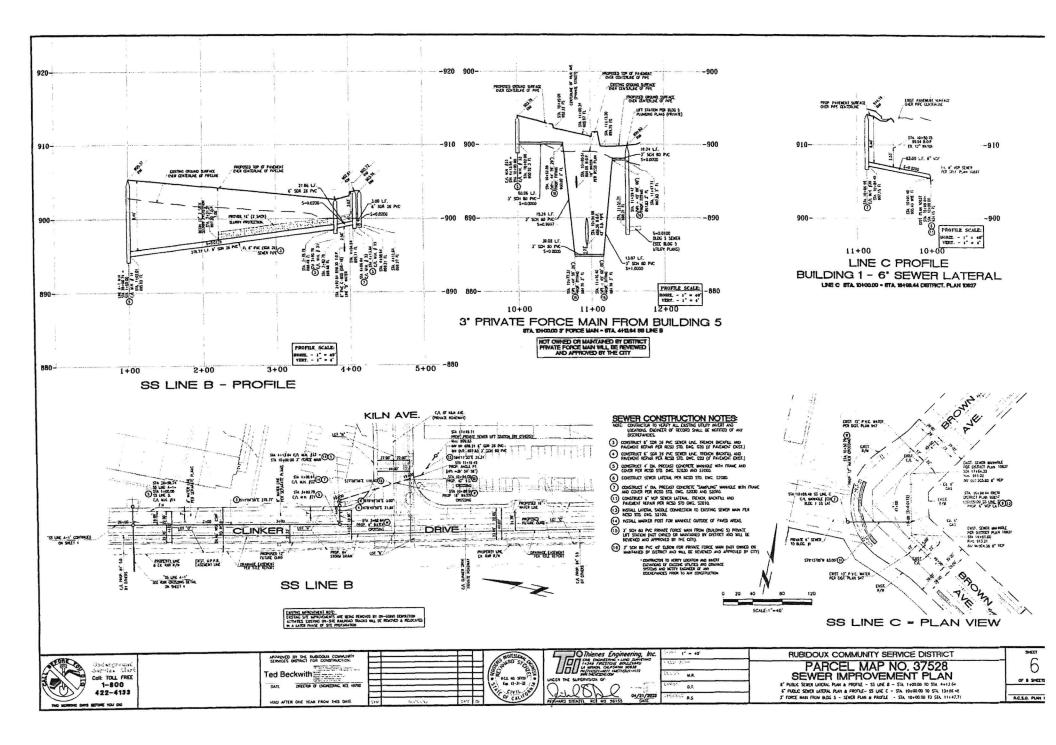
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# PIPELINE CROSSING AGREEMENT

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# THIS ALBELMENT ("Apprendel") is reals and mercel non-as of August 13, 2021, ("Effortive Date") by and between UNDY PACHEC BURDLAD COMPANY, a Disease corporation, ("Exema") and BURDHAY COMMANY BURDLAD DISEARCE, as to addressed at 1544 Bubbient Burdla August Value, ("addition 2020) Charace").

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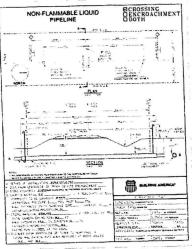
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#### CENTRAL TERMS AND COMPTIONS

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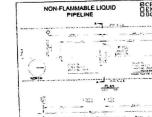
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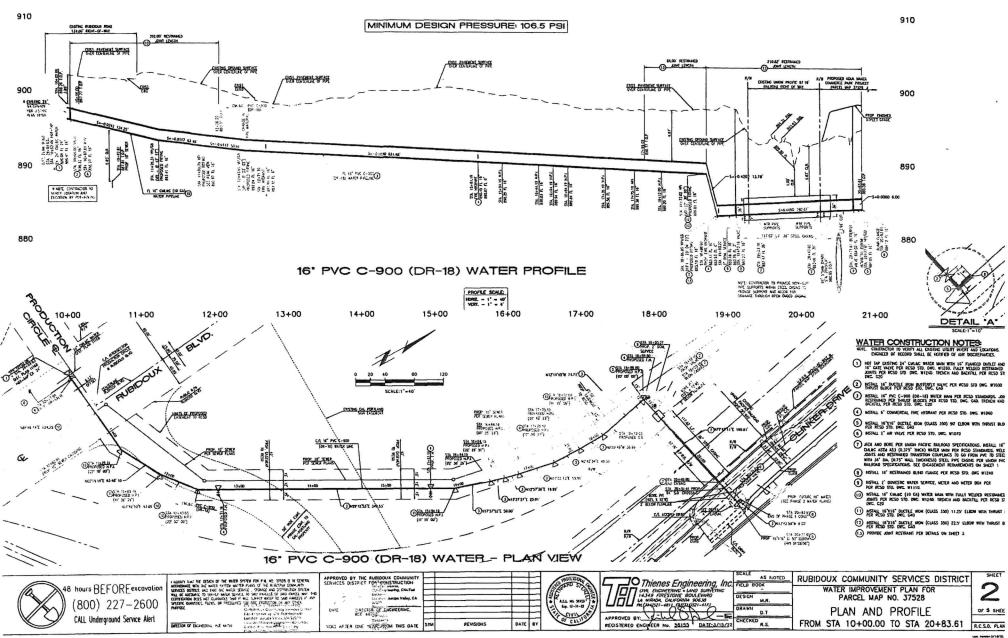
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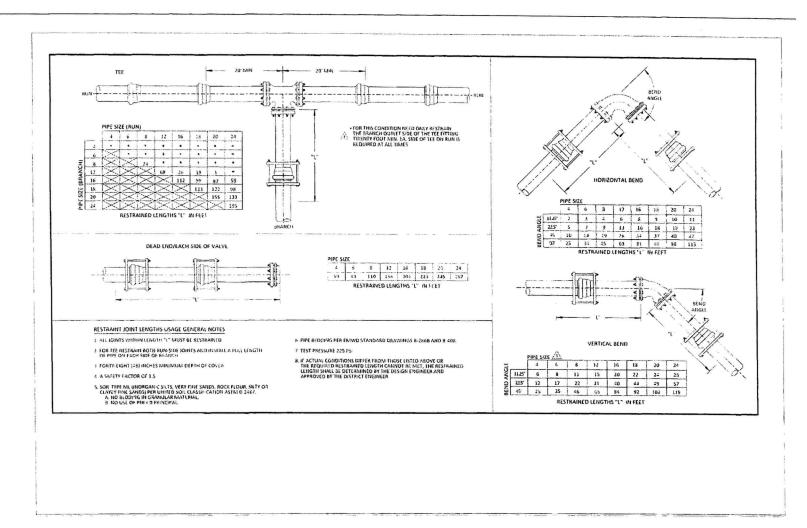
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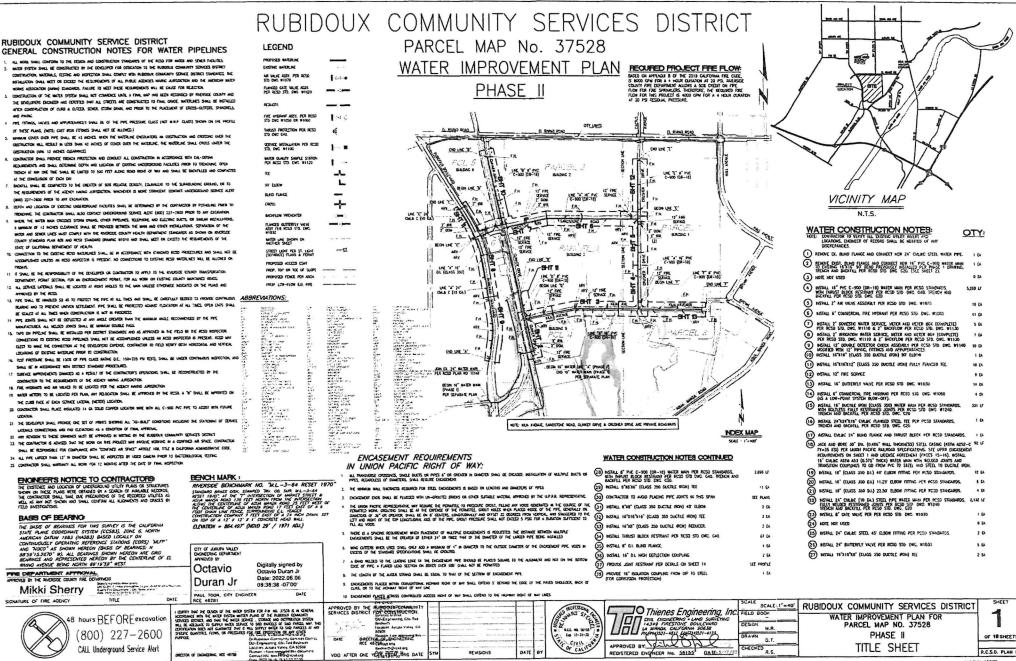
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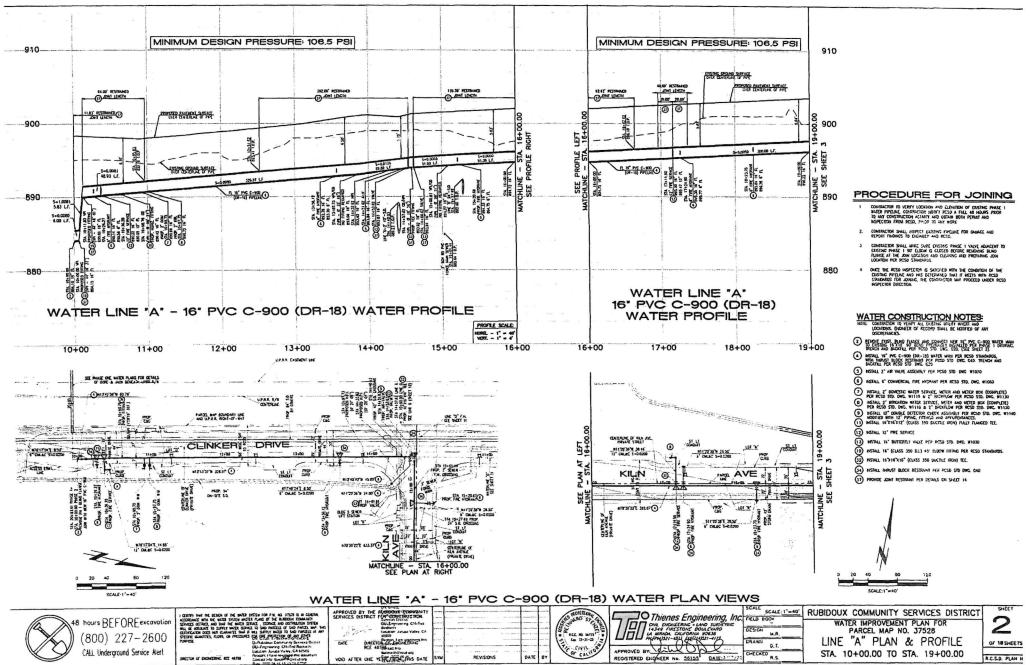
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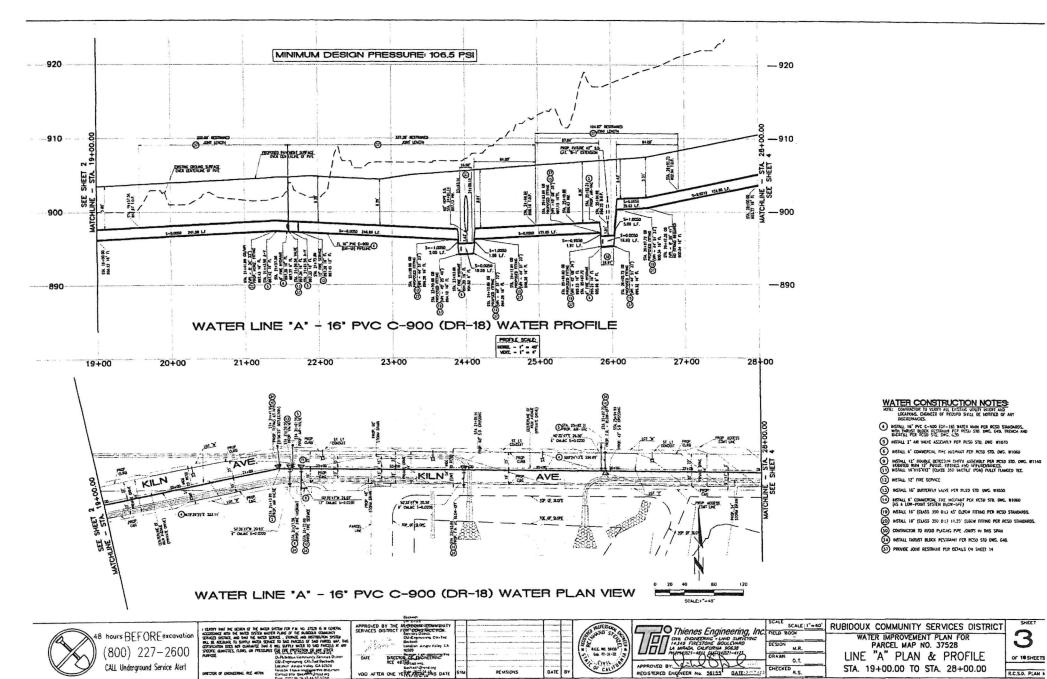
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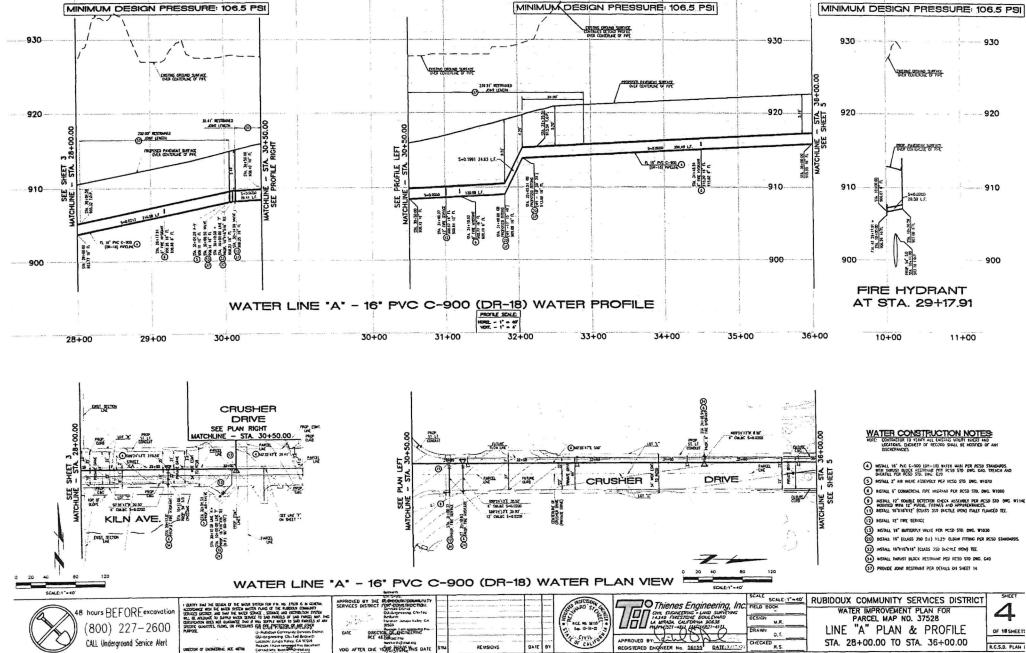
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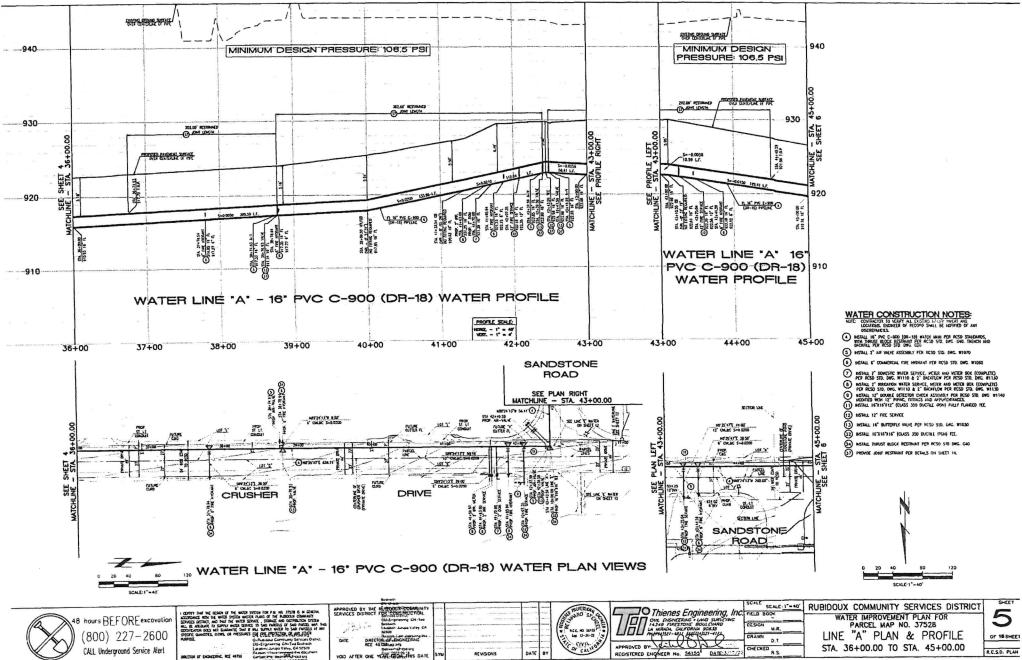
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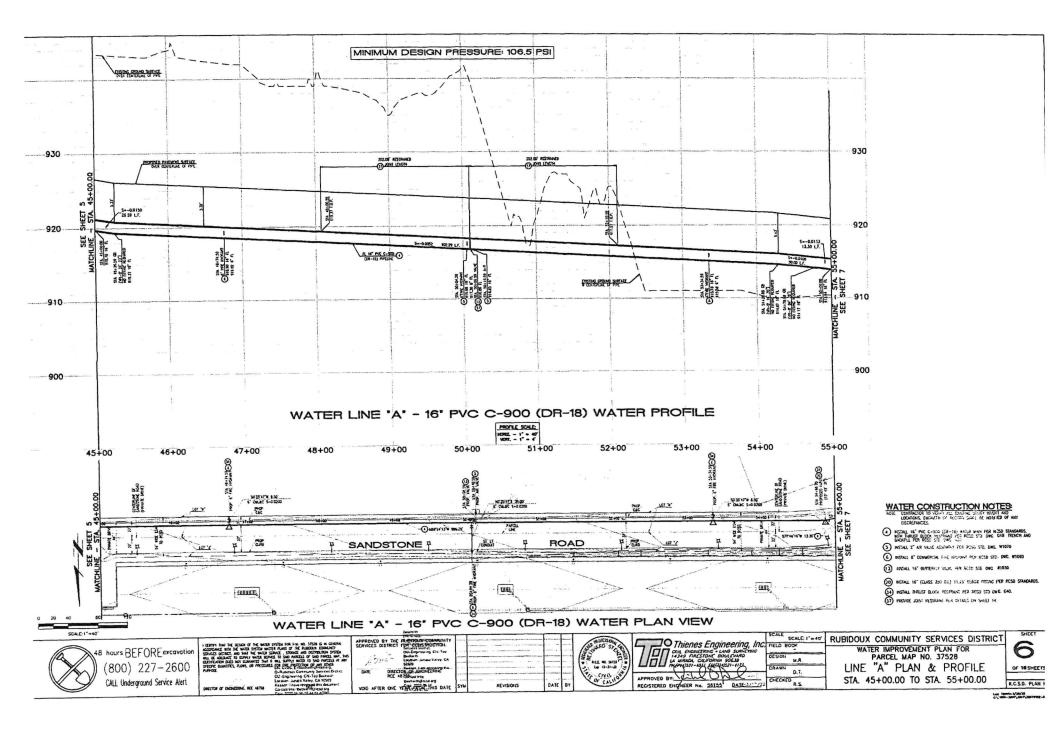
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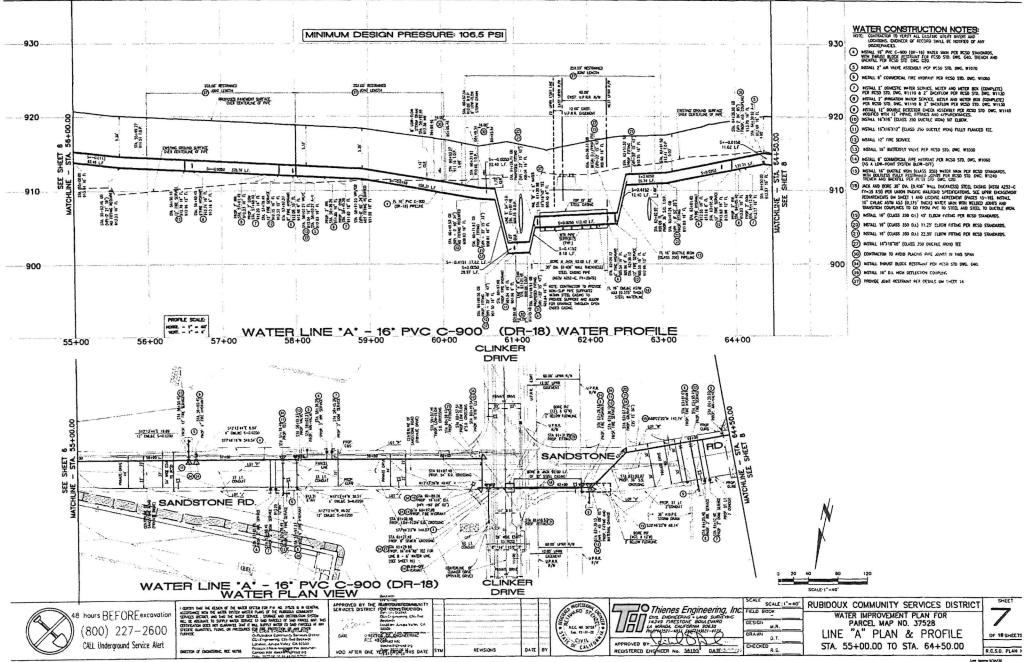


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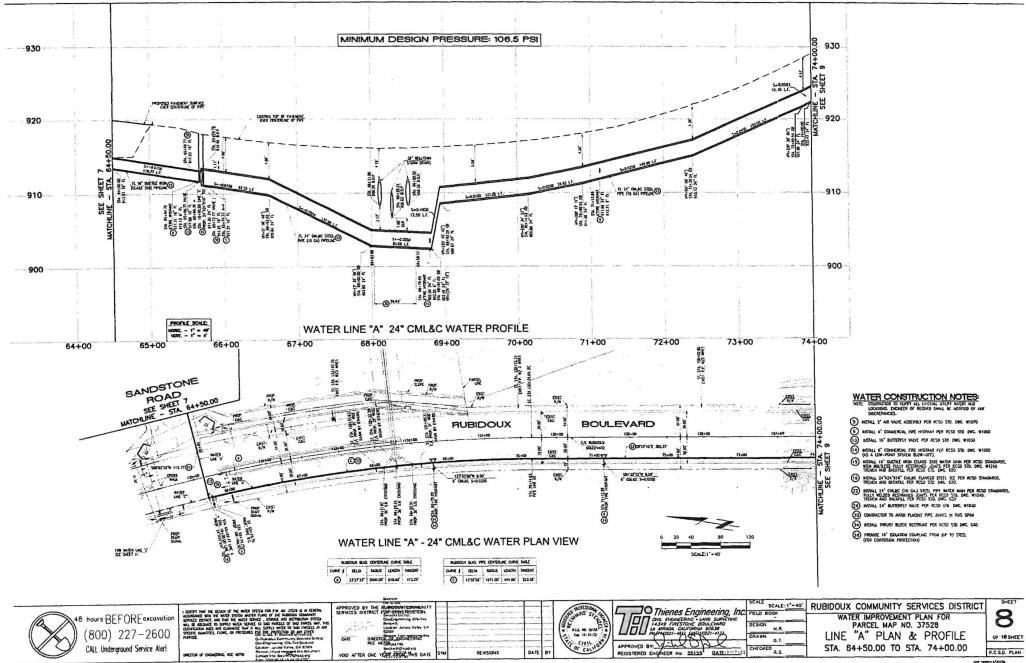


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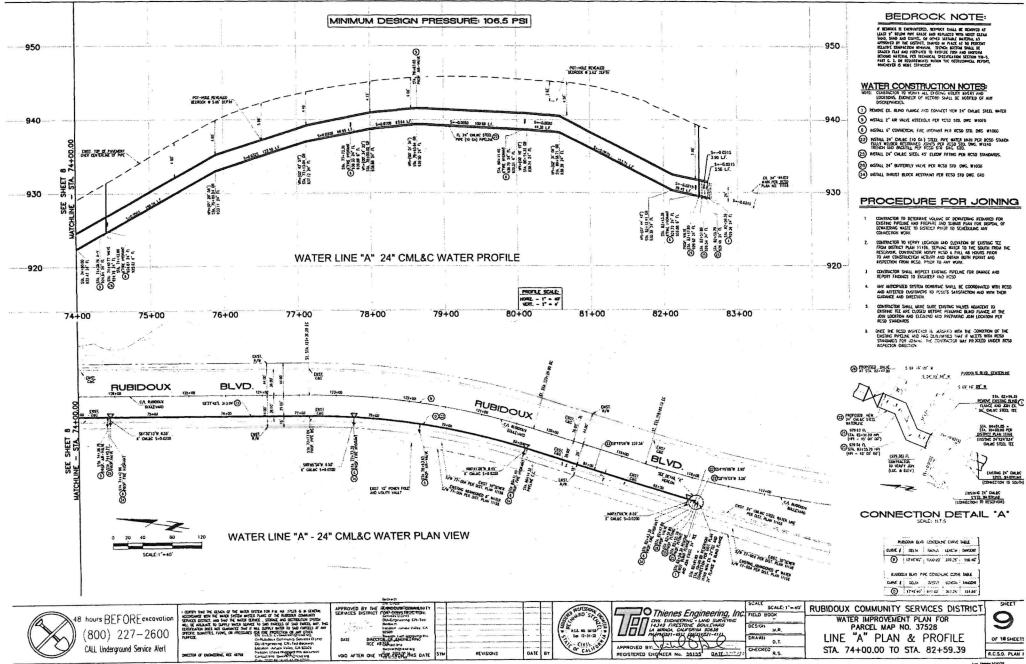


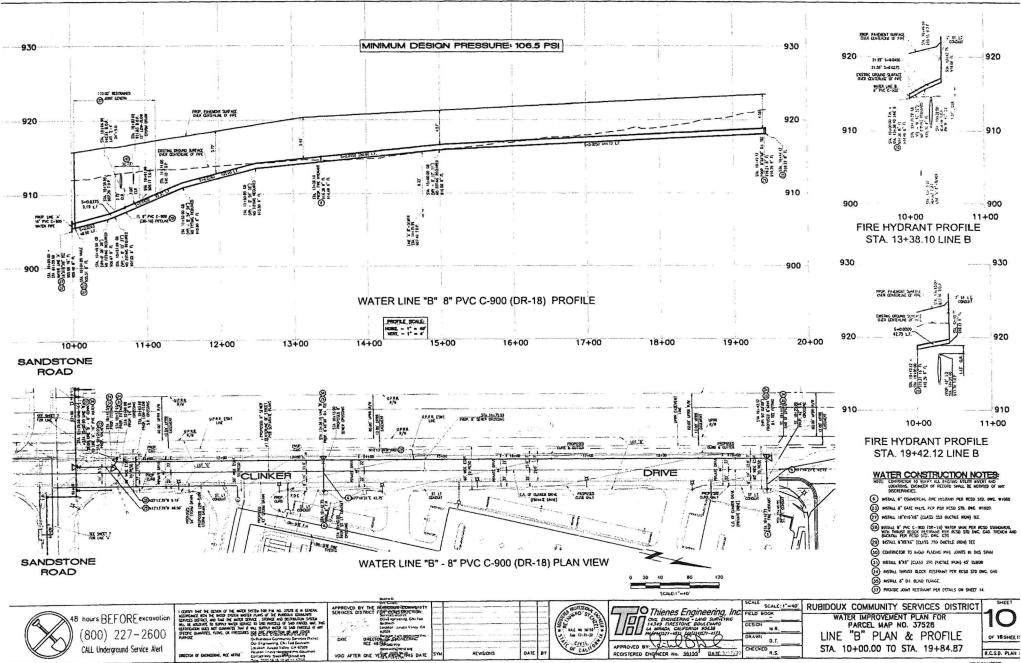


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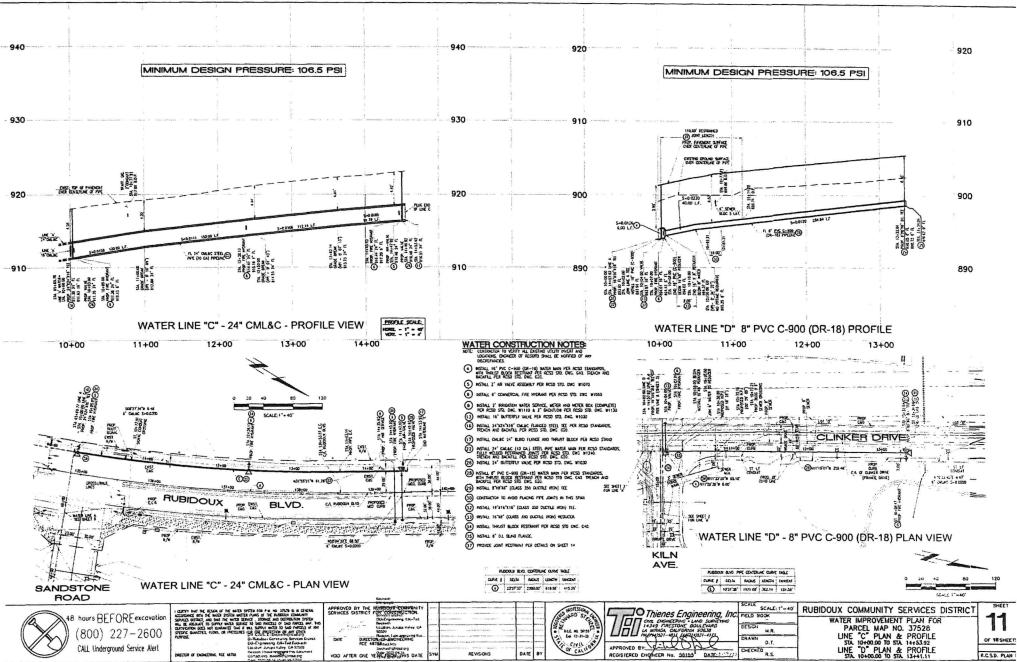


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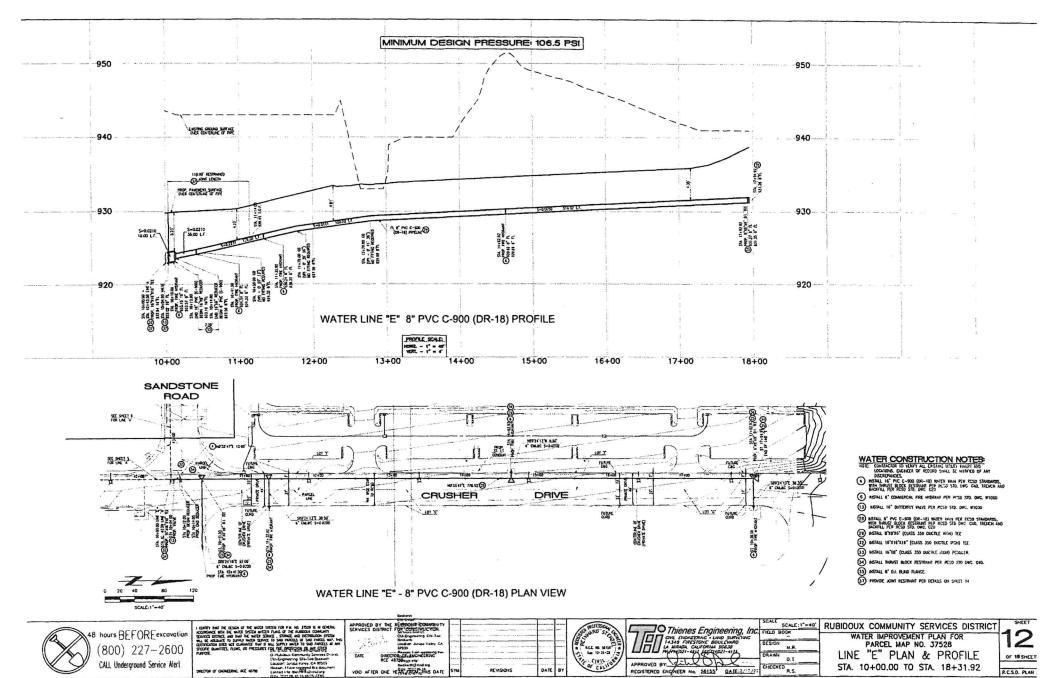




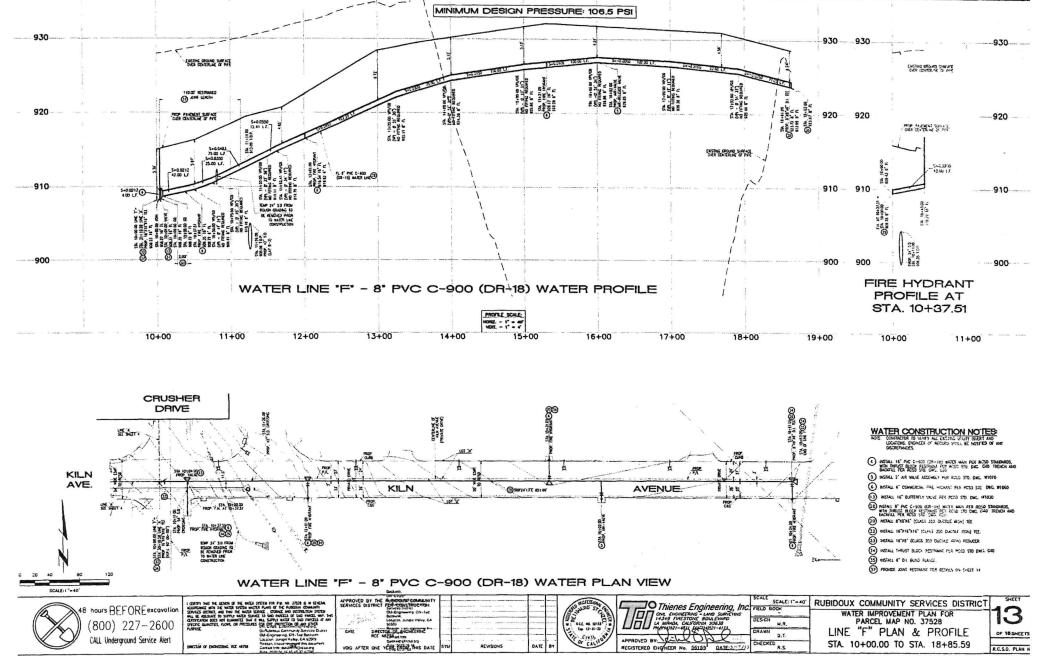
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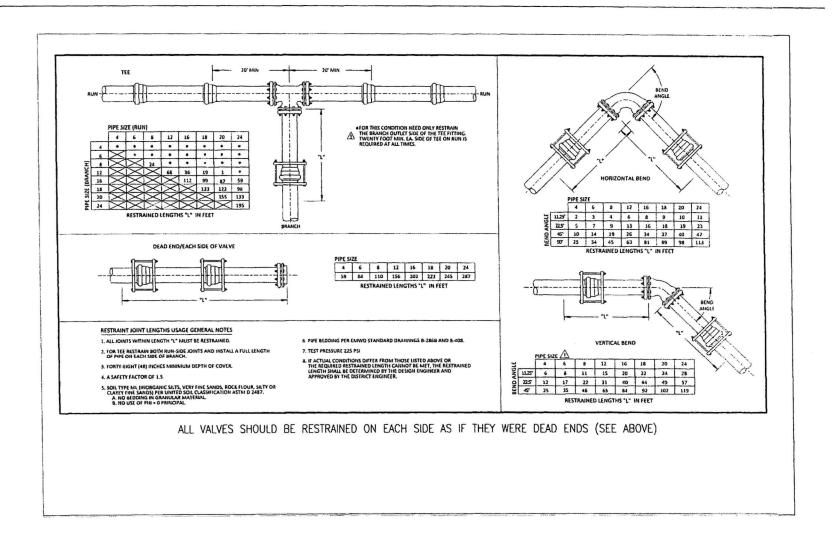
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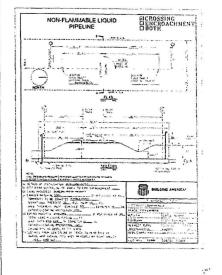
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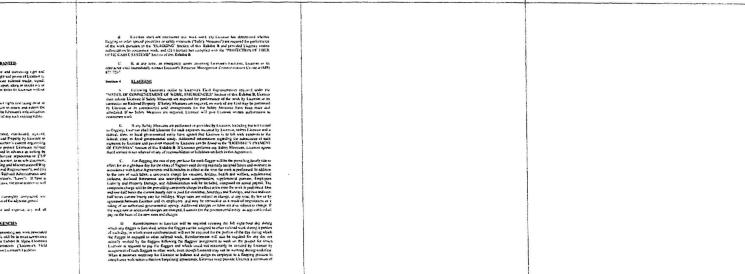
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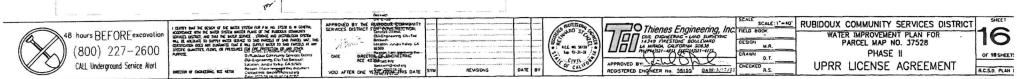
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## **RUBIDOUX COMMUNITY SERVICES DISTRICT**

## WATER AND/OR SEWER SYSTEM GRANT DEED

FOR VALUABLE CONSIDERATION paid and received, AGUA MANSA COMMERCE PHASE II, LLC, a Delaware limited liability company (the "Developer") hereby grant(s) to RUBIDOUX COMMUNITY SERVICES DISTRICT (the "District"), and the District hereby accepts, all right, title and interest in the water system improvements for the entire water distribution and/or sewer collection system facilities for the development referenced with records of the County of Riverside, State of California as "Agua Mansa Commerce Park" and agrees to indemnify the District for any and all claims, liens, causes of action or any type of liability arising from or in any way related to the construction of said facilities by the Developer.

Said water and/or sewer system improvements are shown in detail on the construction drawings (1) Parcel Map No. 37528, Filed April 27, 2022, in Book 254 of Parcel Maps, at Pages 7-25, inclusive, in the Office of the County Recorder of Riverside; Sewer Improvement Plan, Rubidoux Community Services District, Sheets 1-8; and (2) Parcel Map No. 37528, Filed April 27, 2022, in Book 254 of Parcel Maps, at Pages 7-25, inclusive, in the Office of the County Recorder of Riverside; Water Improvement Plan Phase II, Rubidoux Community Services District, Sheets 1-16 for said development. This Grant Deed is effective upon the Developer providing the Unconditional Lien Waiver and Release and upon filing of the Notice of Completion by the District for the aforementioned water and/or sewer system improvements.

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

Executed on March 31 . 2023.

**DEVELOPER:** 

# AGUA MANSA COMMERCE PHASE II, LLC, a Delaware limited liability company

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

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

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

By: Name: Pedro Sanchez Vice President Its:

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 \_\_\_\_\_

On \_\_\_\_\_\_, 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.

) ) ss.

)

, Notary Public My Commission Expires: Please see attached.

Signature Page

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 } } ss. COUNTY OF SAN FRANCISCO }

On March 31<sup>st</sup>, 2023 before me, <u>JANE SUH</u>, Notary Public, personally appeared <u>PEDRO</u> <u>SANCHEZ</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

me Sh

(seal)



The Acknowledgment is attached to the document/form: RUBIDOUX COMMUNITY SERVICES DISTRICT WATER AND/OR SEWER SYSTEM GRANT DEED - AGUA MANSA COMMERCE PHASE II, LLC

## CERTIFICATE OF ACCEPTANCE OF AND CONSENT TO GRANT DEED AND BILL OF SALE

THIS IS TO CERTIFY that the attached Grant Deed and Bill of Sale for all sewer improvements which AQUA MANSA COMMERCE PHASE II, LLC, a Delaware limited liability company ("Grantor") has constructed within the public street commonly known as Avalon Street between Alta Street and Mission Boulevard, is hereby accepted by the RUBIDOUX COMMUNITY SERVICES DISTRICT ("Grantee") on the date set forth below. Grantee consents to the recordation thereof by its duly authorized officer. Grantee acknowledges and agrees that Grantee shall be responsible for ownership, operation and maintenance of such utility assets.

Date:\_\_\_\_\_, 2023

(SEAL)

## RUBIDOUX COMMUNITY SERVICES DISTRICT

By:

Name: Brian Laddusaw

Its: General Manager

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.

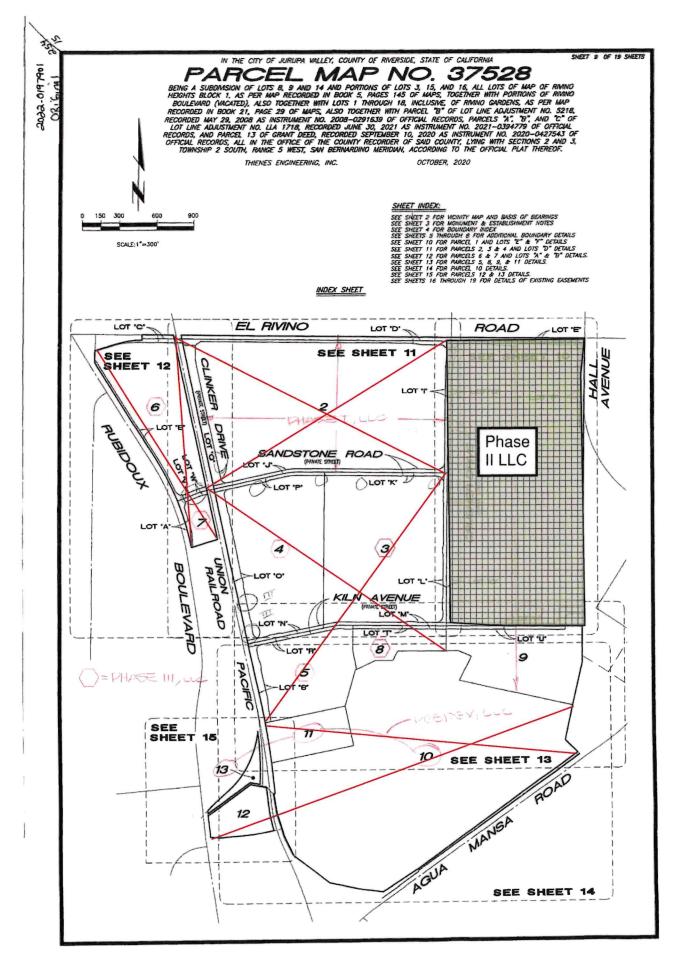
WITNESS my hand and official seal.

Signature \_\_\_\_\_

## EXHIBIT "A"

## **DEPICTION OF RCSD FACILITIES INCLUDED IN THIS CONVEYANCE**

[to be attached]



Owneiship Per PTR 587-10/0

# EXHIBIT "B"

Description of Location of RCSD Facilities

DESCRIPTION OF FACILITIES

DETAILED DESCRIPTION.

## GENERAL NOTES :

- ALL BOOK SHALL CONFORM TO THE DESIGN AND CONSTRUCTION STANDARDS OF RCSD FOR MATER AND SANETARY SENER FACULTES.
- ALL REPORTS AND ADDRESS AND AD
- CONSTRUCTOR OF THE SENSER SYSTEM SHALL NOT COMMENCE UNTE A FOUL WAY HIS SEEN RECORDED BY REASONS COUNTY AND THE DULLEFUSTS DECOMER MIS COMPLEX THAT AN UNDERSTANK AND CONSTRUCTION TO ANNU ROADE FOR DATE AND OUTTON.
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- 17. THE TENDLOFCH SHALL BE RESPONSIBLE FOR THE BESTALLATION OF BACTURIDE VALVES, WHERE RECEIVED FOR UNFORM PLUMENCE CODE AND FOR RESD STANGARDS.
- 18. THE CONTRACTOR & ADVISID THAT THE BORK OR THIS PROJECT MAY MADLINE BORDOW I A CONFRED AS SPACE CONTRACTOR SHALL BE RESPONDED FOR COMPLANCE BORDOW CONFRED AS SPACE, CONTRACTOR SHALL BE RESPONDED FORCE.
- 15. CONTRACTOR SHULL MARANTY ALL INCRY FOR 12 MONTHS AFTER THE DATE OF FRAL

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## BASIS OF BEAPING

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# ACUN NUMESA CONNERCE PREDEV LLC 1343 VON KARNING, SUITE 700 NEMPORT BENCH, CA 97680 PH. (949) 431-6400 FAX (949) 330-5771

- OWNER
- AGUA MANSA COMMERCE PREDOV LLC «JAJ VON KARMAN, SLITE 200 NENFORT BEACH, CA 92660 BOLS ENGINEER

LANCAN 11 DECURINE PARK SARE 130 RVINE, CA 92614 CIVIL ENGINEER

THEDRES DIGNEERING 14345 DIGNEERING BOLLEWIED 14 WEIKCA, DA SOGUD

## ABBREVIATIONS R PROPERTY LINE

s .	CENTEPLAS
f.c.	TOP OF CUEB
F.L	FLOW LINE
15	-FINISH SURFACE
7.5.	TOP OF CONCRETE SLA
N.P.	-HGH POIN
F.F.	-FRESH ALOOR
B.D.	- NOCF DRAIN
B.C.P.	RENFORCED CONC P.P.
UNCY.	WERT
5 -	SLOPE
	-FRESH GRACE
F.C.	- STORM ORAN
S.D.	- STREET UGH!
ST.LT.	
C.9.	- CALCE BREAK
H.P.	HOH PONT
C.F.	CURS FACE
3.W.	BACK OF MALK
A.D.	ACCREGATE BASE
P.V.C	- POLINIMILON ORDE
CLP.	- CAST IRON PIPE
F.H.	-FRE HYDRANT
PP	- FOWLR POLL
	College Back

8-	- BATE OF GRACE
8.0.8	- EFCENENC OF CURVE
LCR	- CHE OF CURVE
LP.	LOW POINT
TOP	- TOP OF PIPE
B.G.P	BOTTOM OF PIPE
8	-RATE OF GRADE
T.F	-IOP OF FOOTING
1.0.	TOP OF WALL
C.M.B	CRUSHED MISC. BASE
S.F.	SOUNCE FEET
(0.00)	- ENSTING ELEVATION
8.0.	- BOTTOM OF WALL
1.6	-TOP OF CHATE
N.G.	-NATURAL CRADE
DIP.	DUCTILE WON PIFE

DUCTULE BOM PPE HORIZONEL POINT OF INFLECTION YEARICLE POINT OF INFLECTION - PROPOSED - ENSING - LASEALONI - MURDOUN COMMUNITY SERVICES DISTRICT HPI PEST

- FIRE INTERNIT DOMESTIC WATER SERVICE DOMESTIC WATER SERVICE MANIOLE TOP OF BERN WATER SURFACE ELEVATION
- T.A.

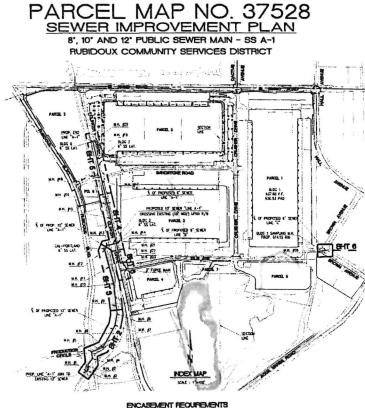
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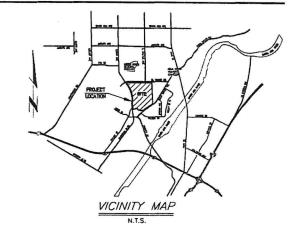
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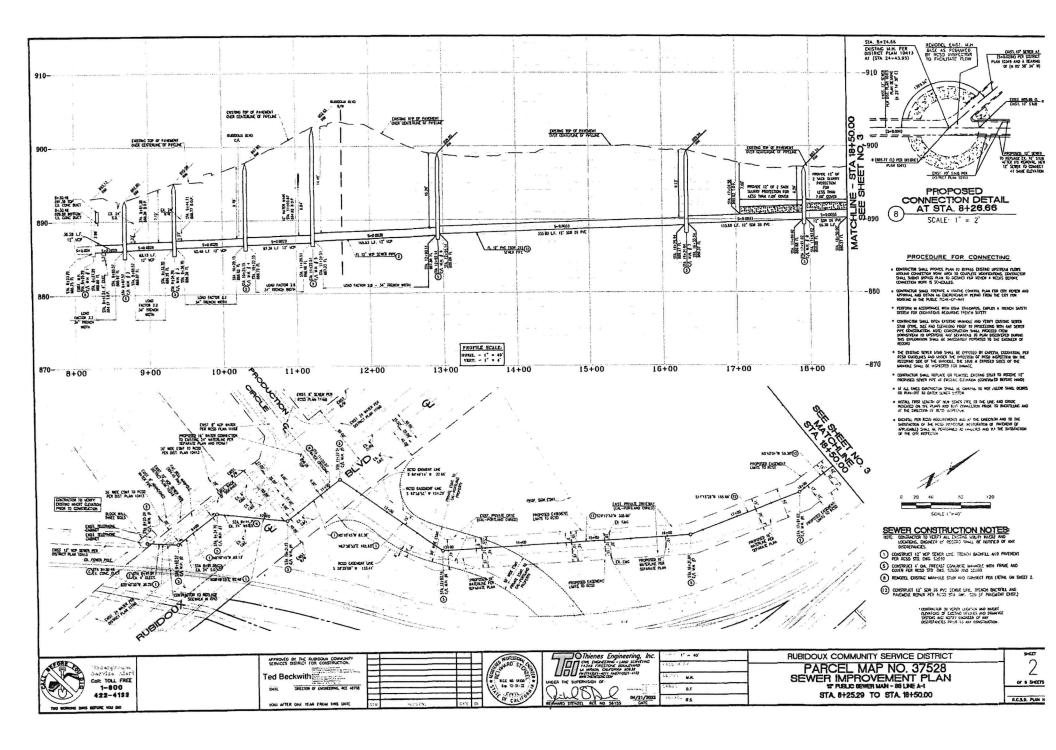
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- 2 ME MENDIN MAL THENESS REGISTER FOR STEE, DECAEDENTS & BALLO IN LINENG AND DAMETURS OF FRES
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- 4. או שופה אביוני מאדבום אבוג או מנושב זה רופאידע גו ארצו אבין גובע או אביוני נואר אביוני גובע גובע או מנושאים א זה אביוני גובע או ארצו ג ארצו גובע ארצו ארצו גובע ארצו גובע ארצו ארצו גובע ארצו גובע או ארצו גובע או ארצו גובע או ארצו גובע או ארצו גובע ארצו גובע ארצו גובע ארצו גובע ארצו גובע ארצו גובע או ארצו גו
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- 4 WAS CATERS WER WELL OUT ALL A MUNICH OF I' IN DAMETER TO BE GATELE CAMETER OF DE DAALTAKE PPE-NOSS & DALLSS OF DE STREAMS SPECIFICADES SALL IE ORDATE.
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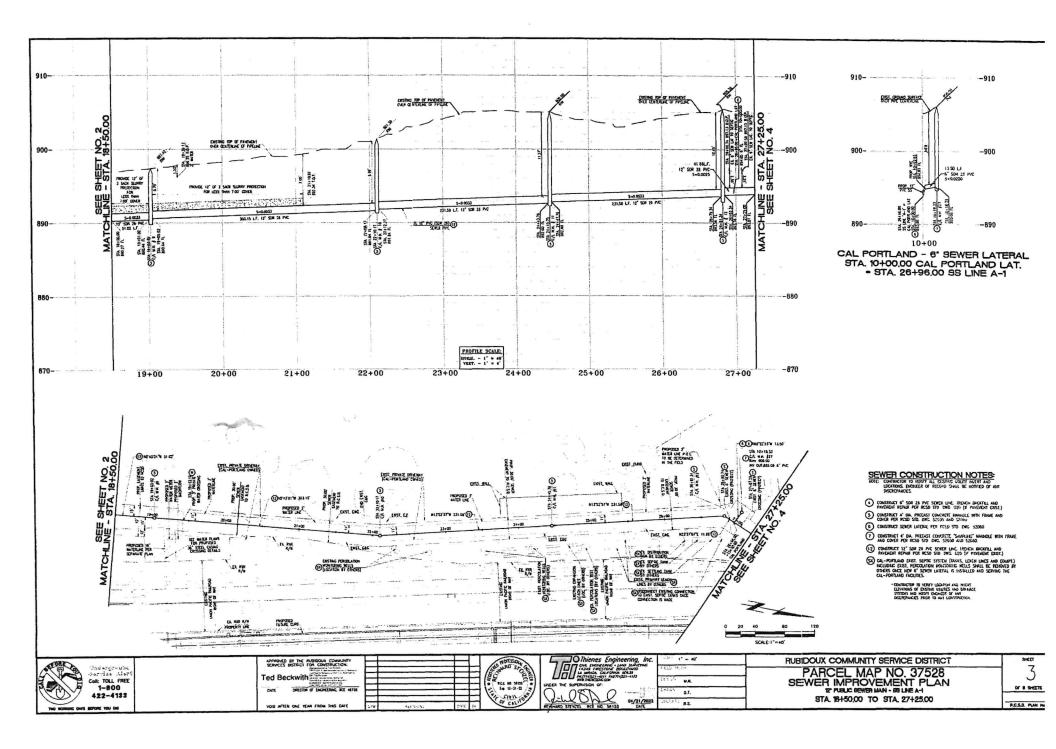


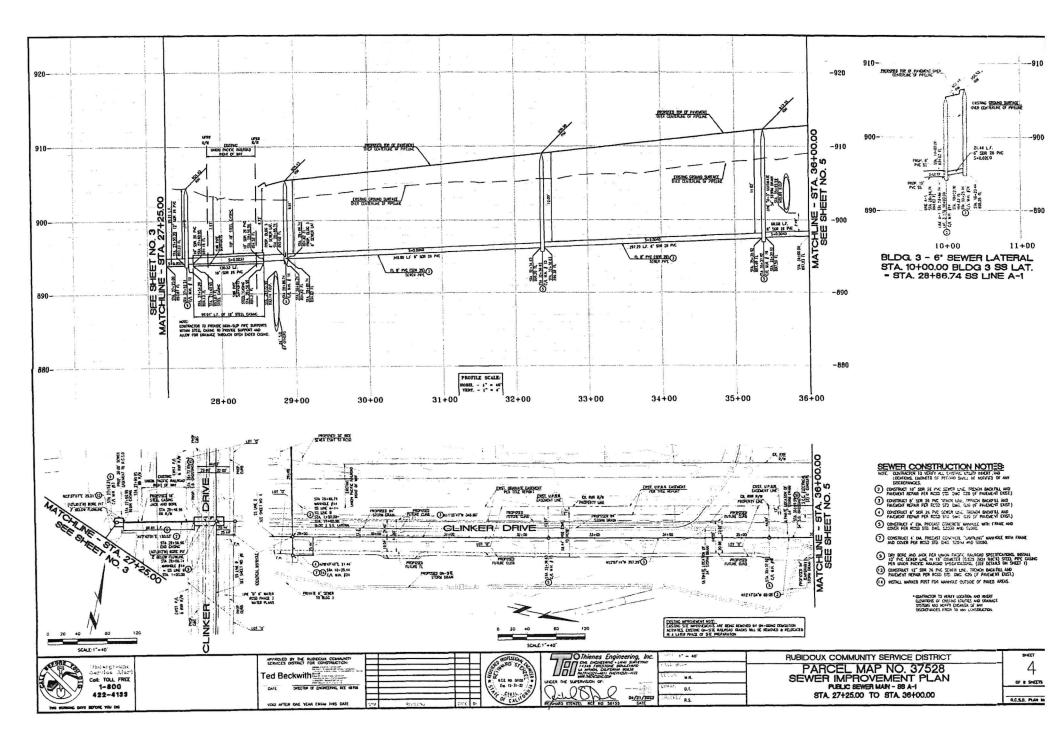
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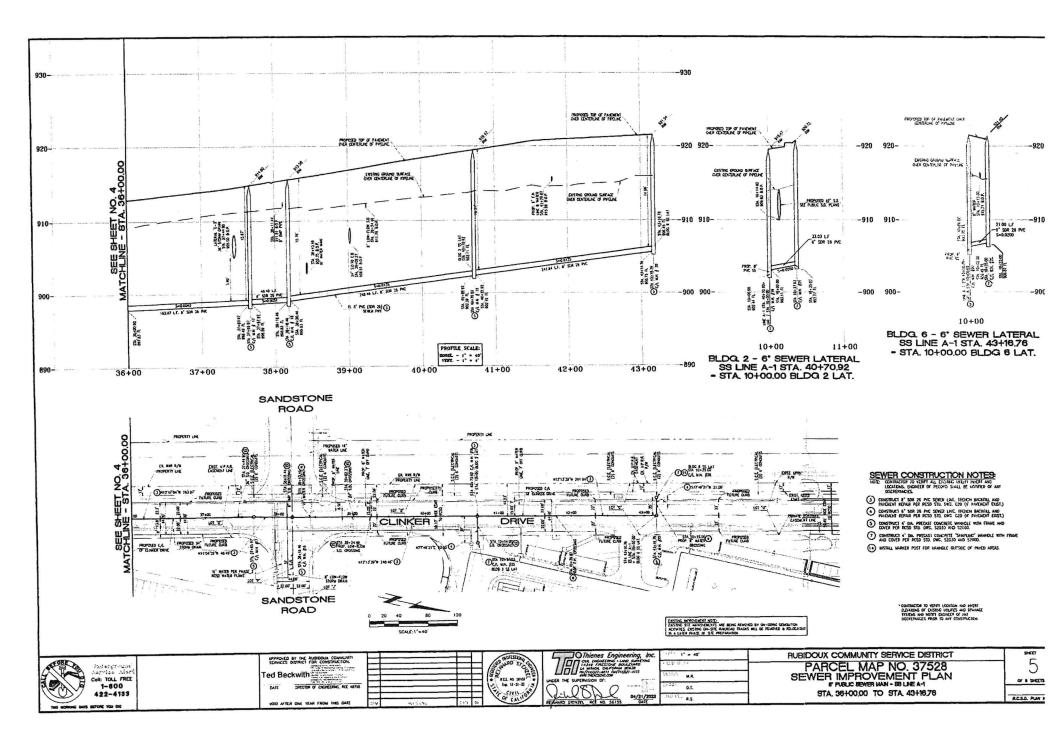
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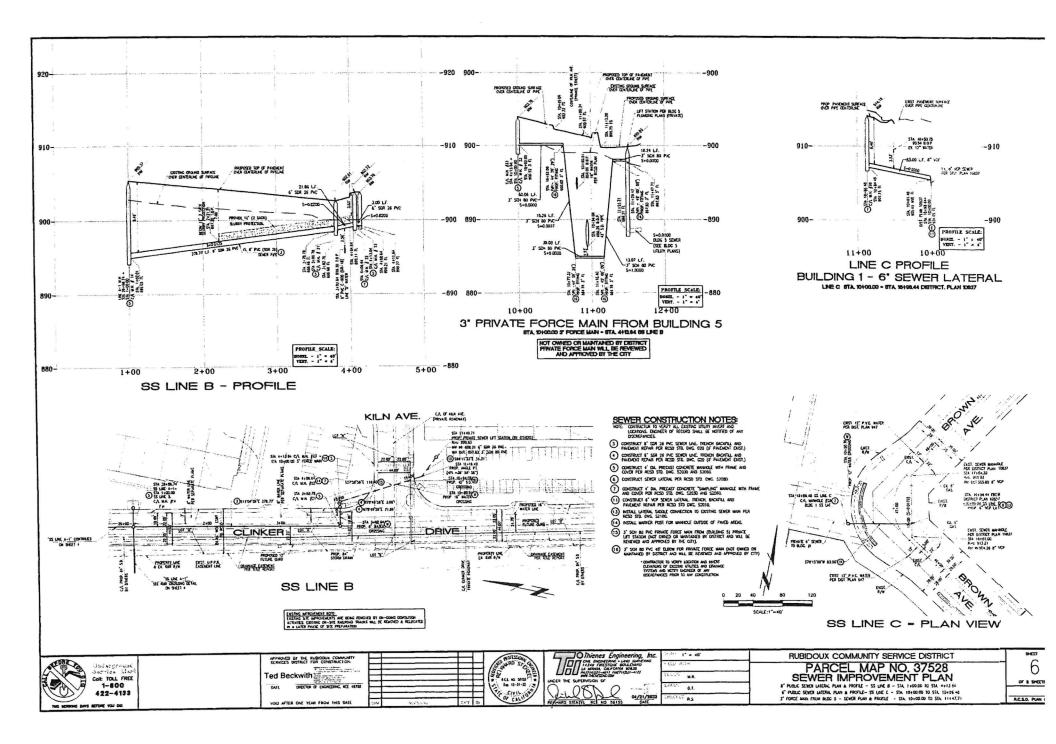
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## AGREEMENT

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THIS IGREENENT ("Approach") is under and mented note an eff August 13, 2021, ("Effective Darc") by and between ENGON PACHER" BURRAUE (DARSAN), is Disease corporation, ("Exercise") and BURHON COMMUNITY is HAVIETS OBSENCE, as the Addressed at 1558 REASons (Indu Jacque Value), ("dollarmo "Com" ("Lincous").

1.144 See 61246-41

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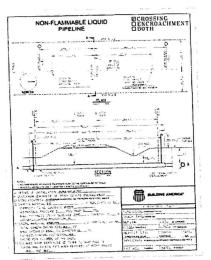
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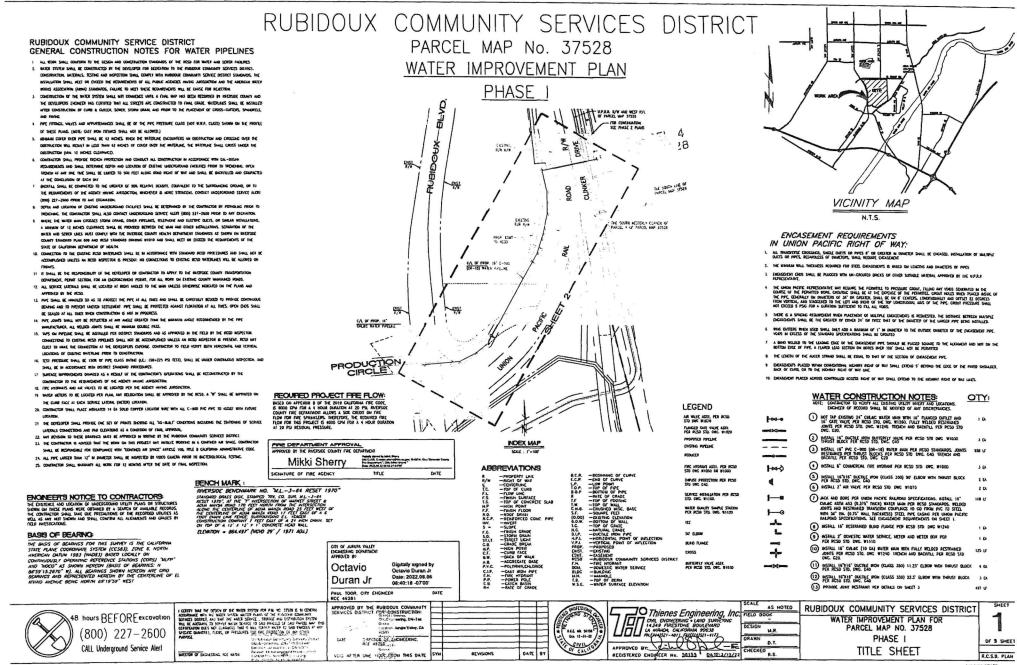
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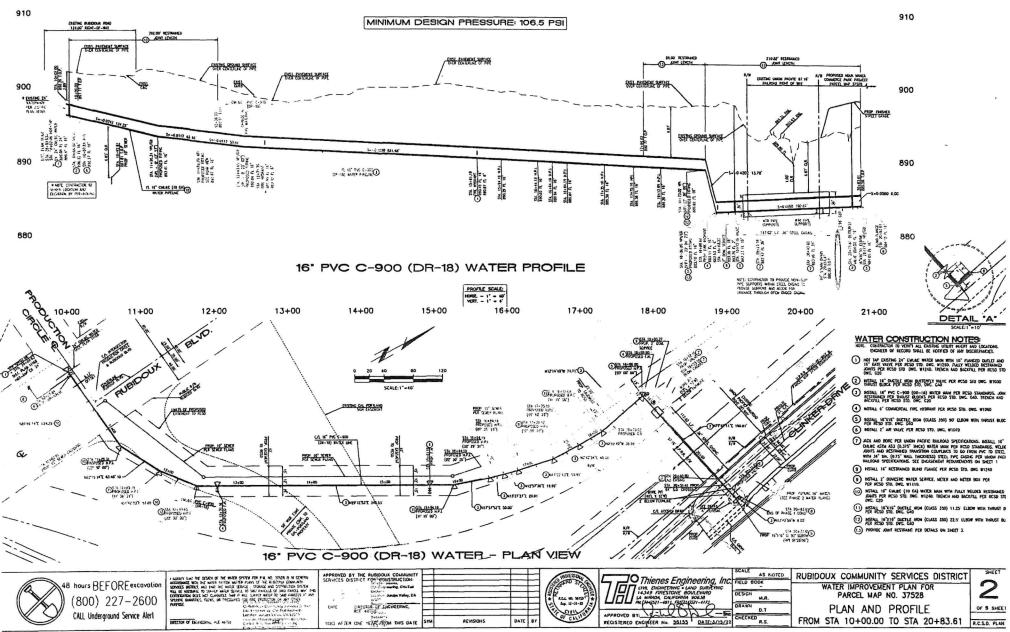
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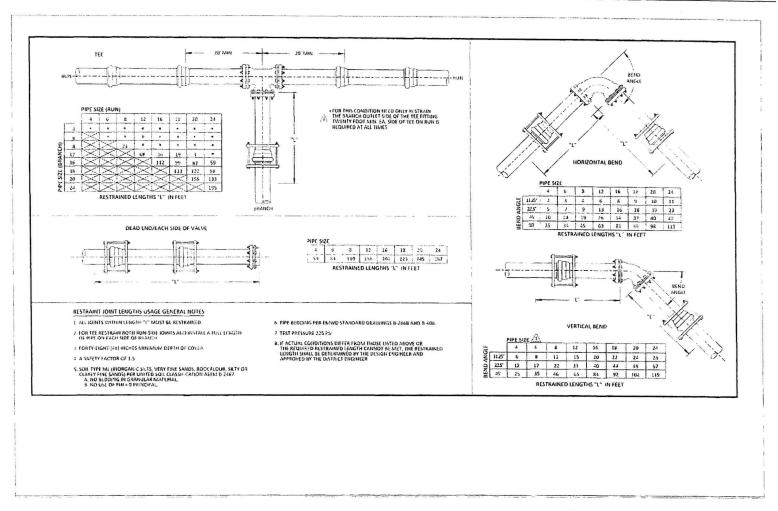
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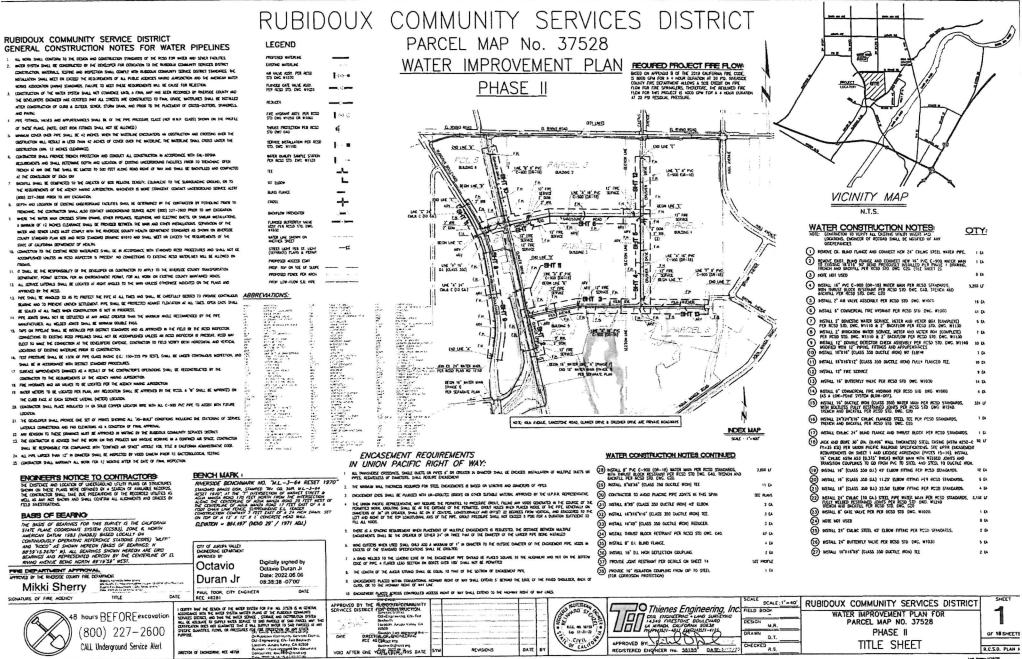
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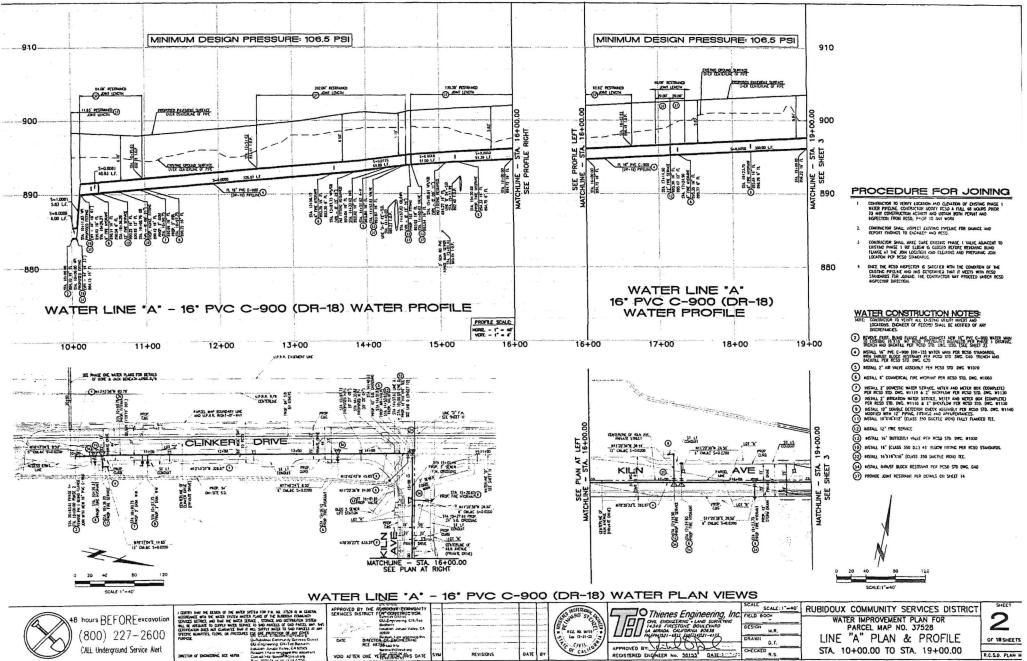
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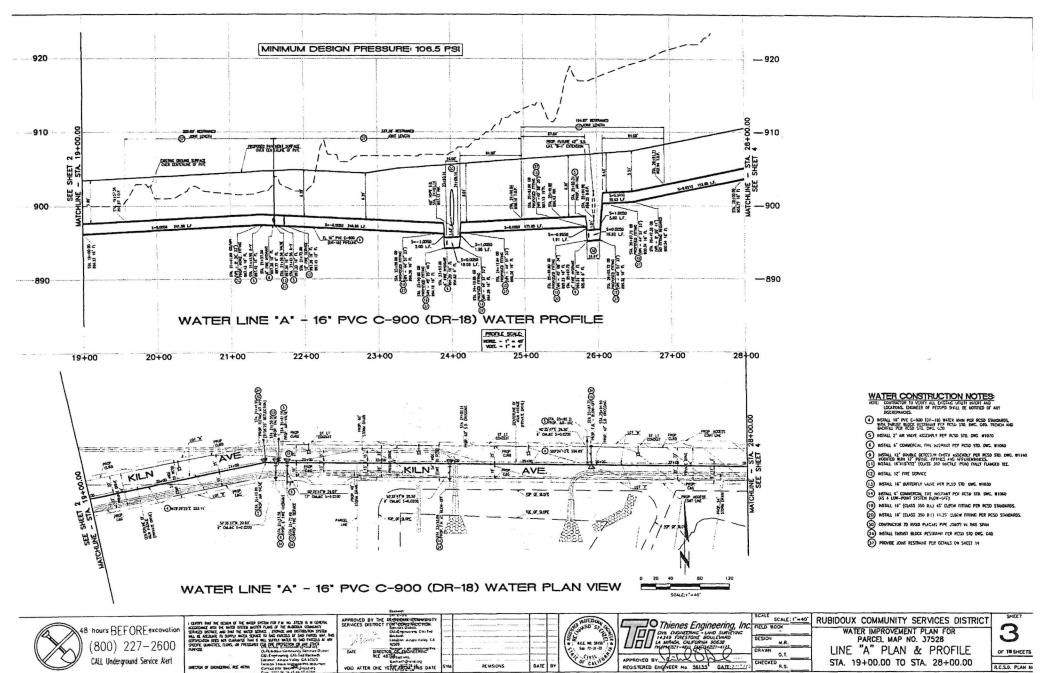
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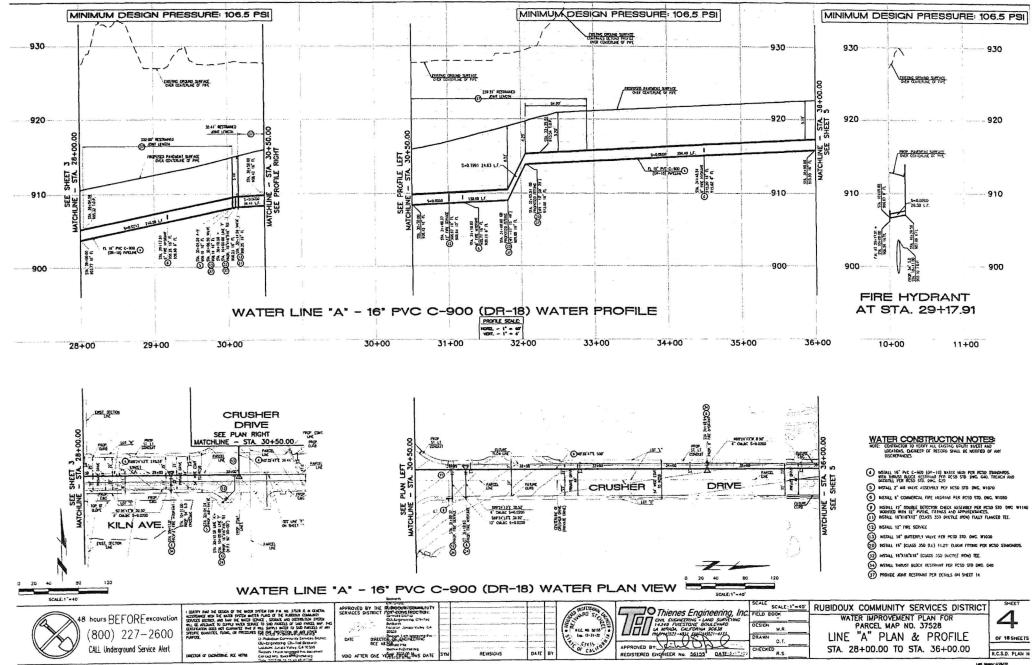
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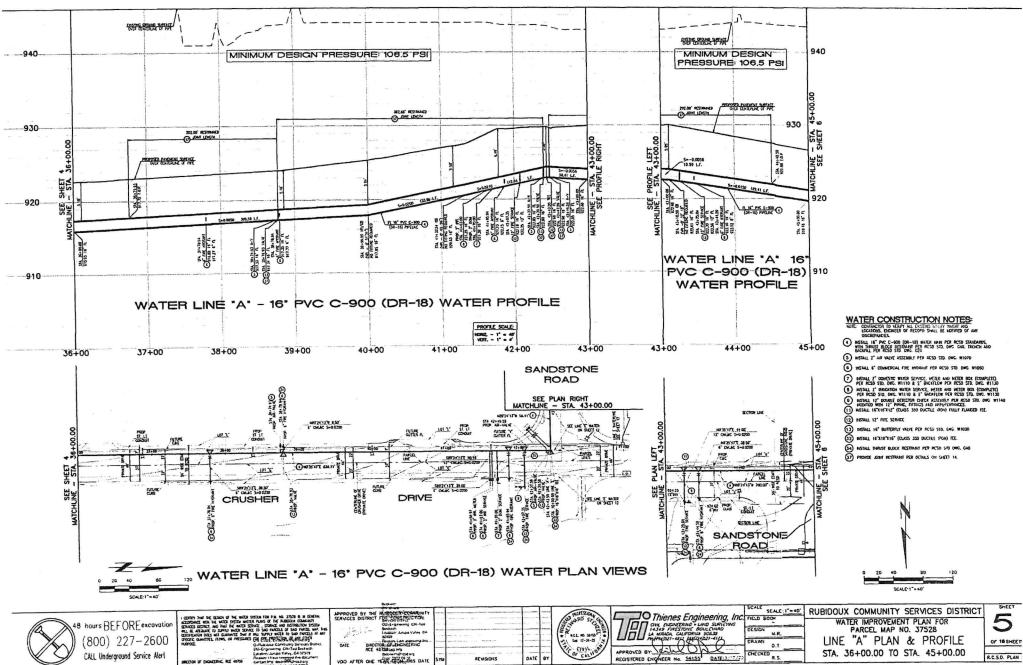
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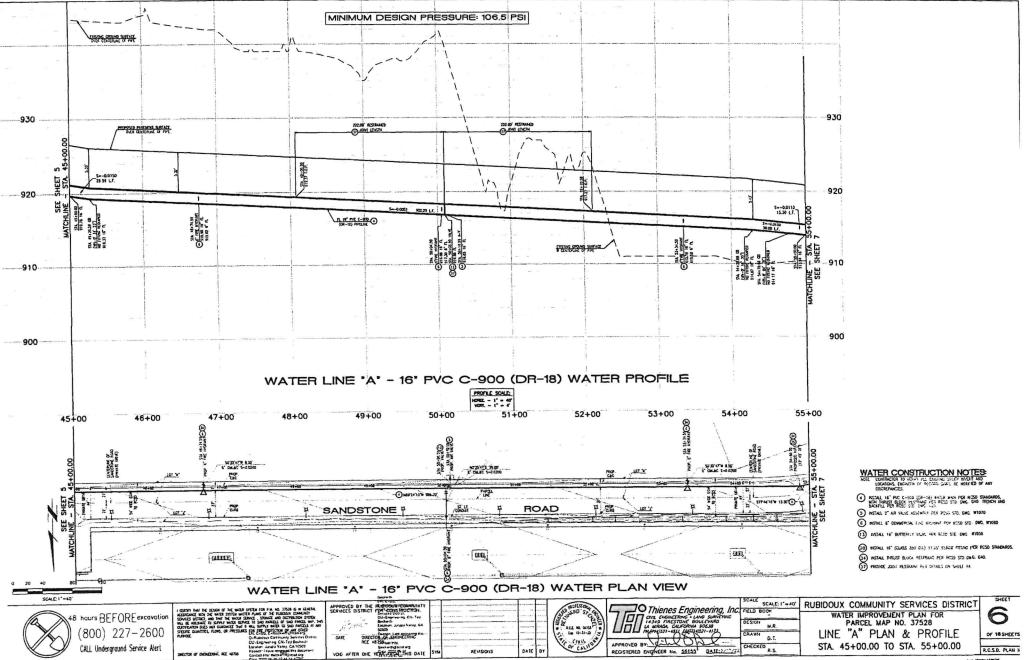
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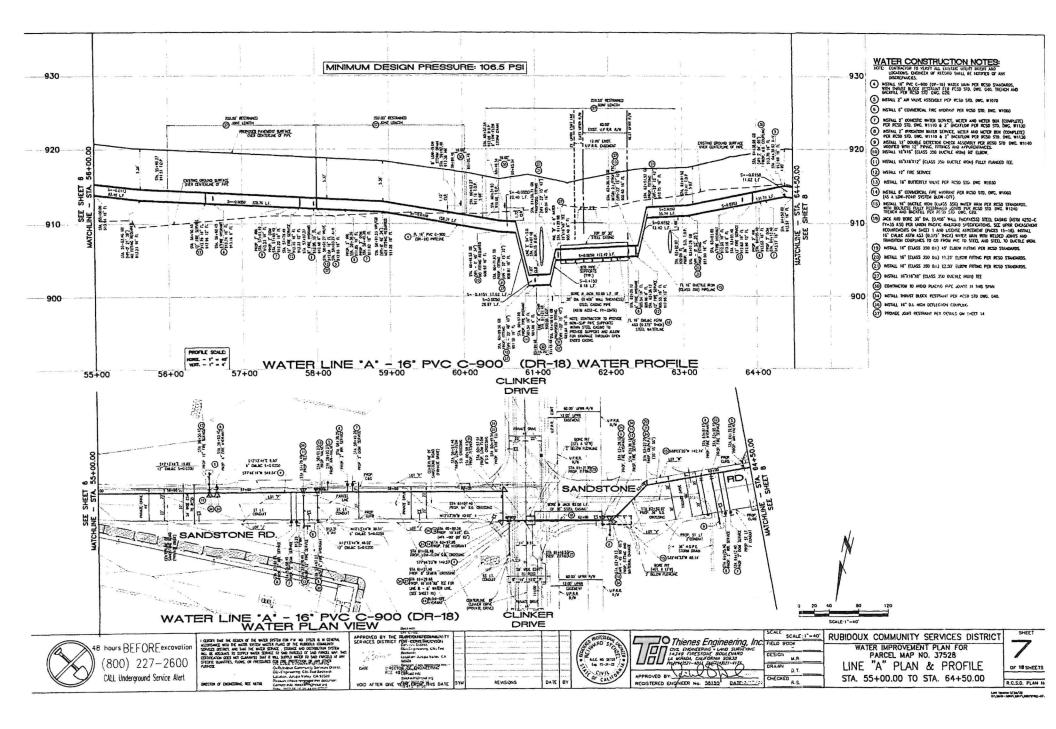
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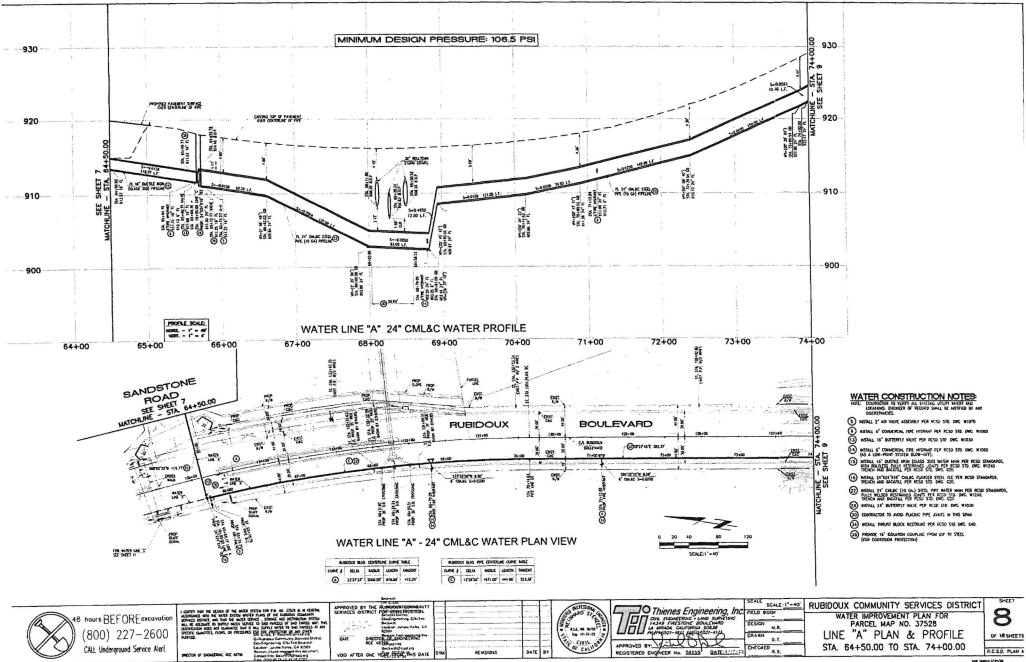


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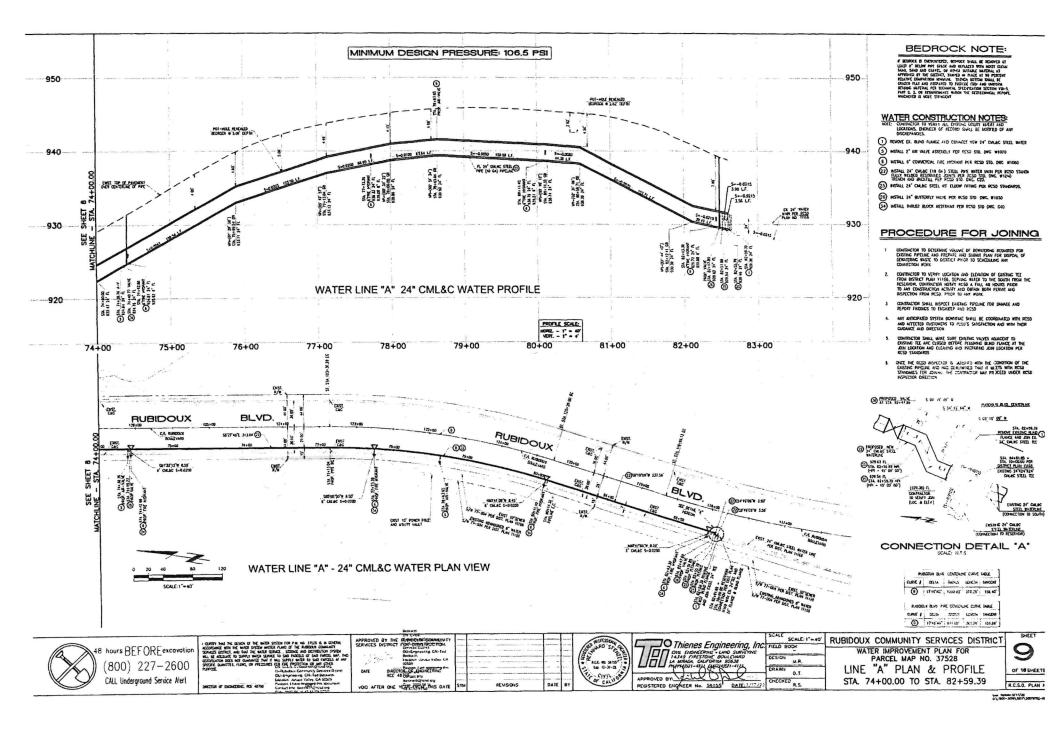


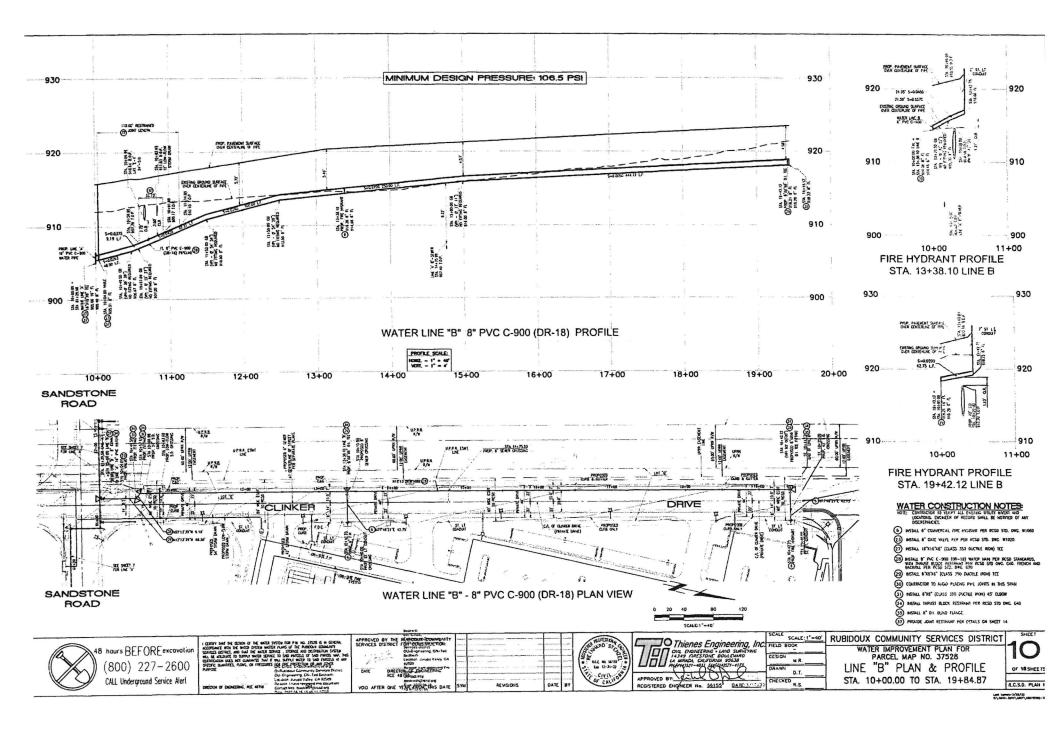
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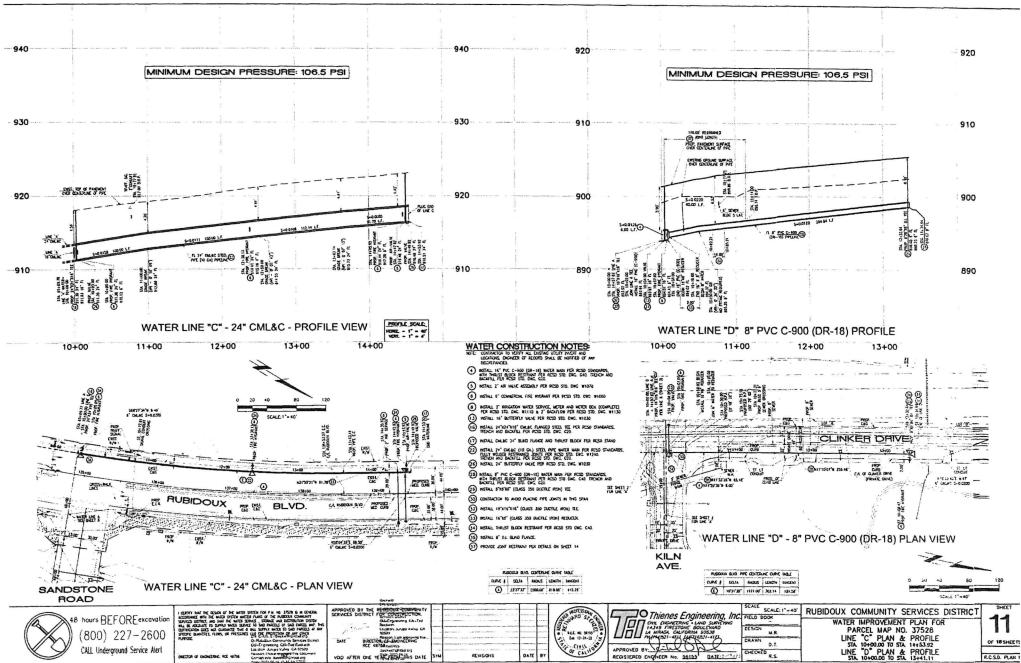


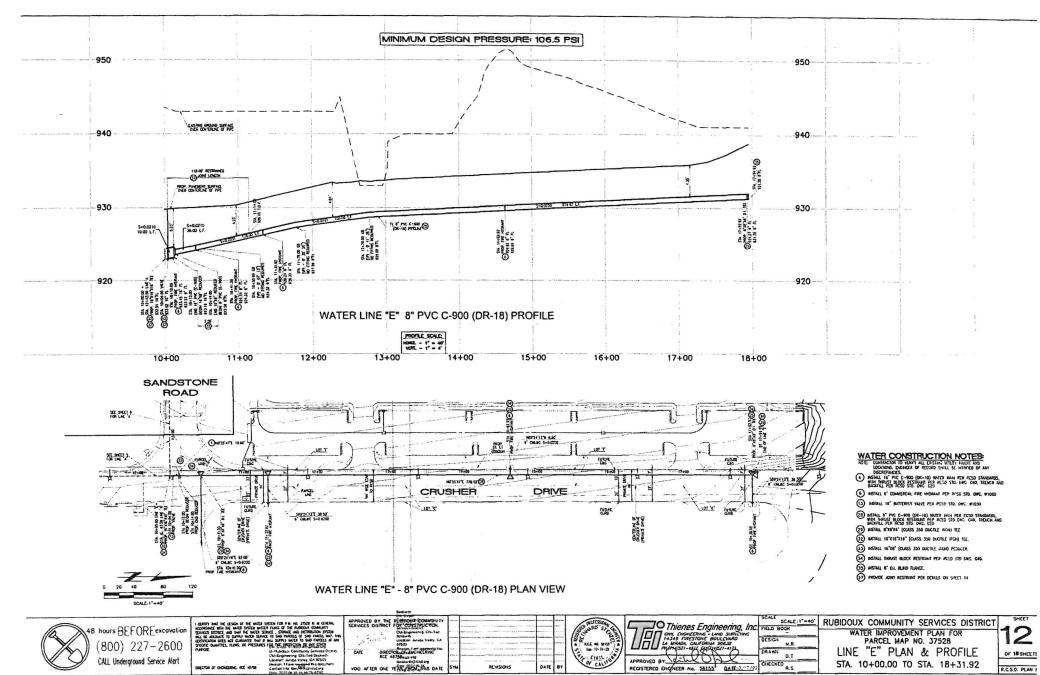


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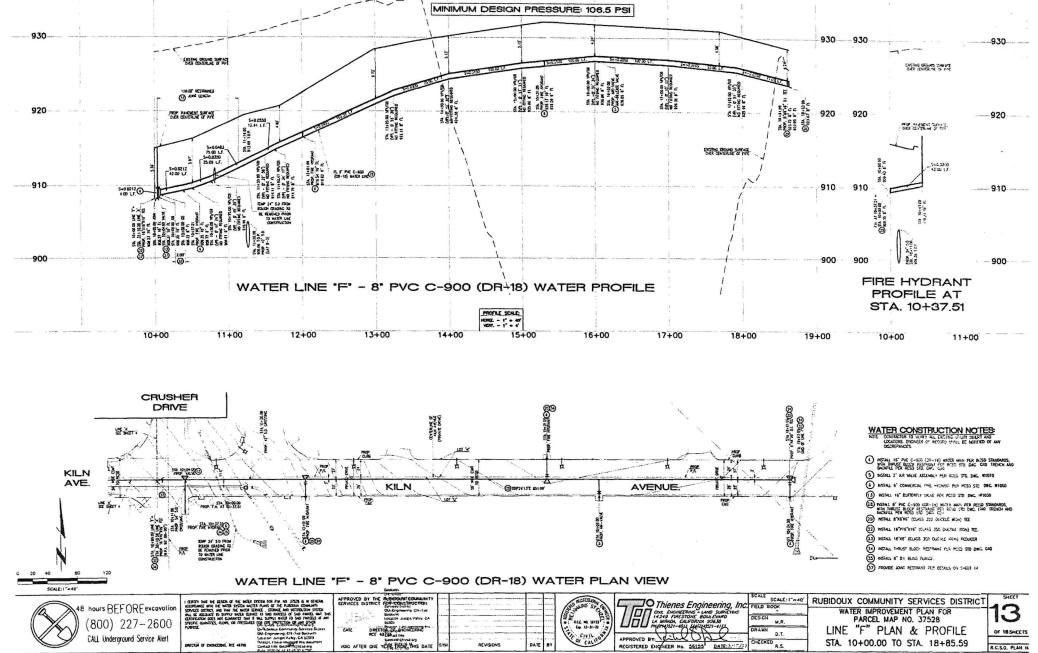


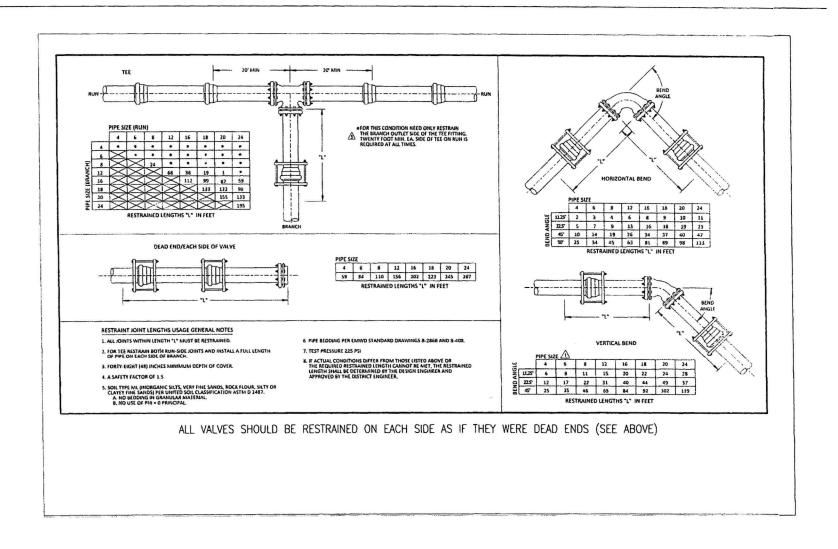






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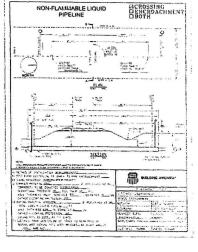
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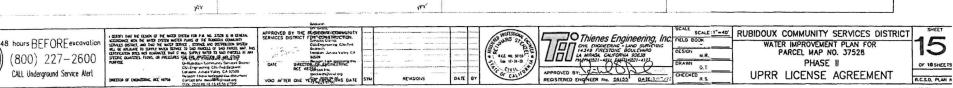
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## February 64, 2022

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## Last Update 3/17/22

Recording Requested by:

RUBIDOUX COMMUNITY SERVICES DISTRICT

When recorded, please return this deed to:

RUBIDOUX COMMUNITY SERVICES DISTRICT P.O. BOX 3098 RIVERSIDE, CA 92519

For recorder's use only

Exempt from recording fee pursuant to Government Code Section 6103

## **RUBIDOUX COMMUNITY SERVICES DISTRICT**

## WATER AND/OR SEWER SYSTEM GRANT DEED

FOR VALUABLE CONSIDERATION paid and received, AGUA MANSA COMMERCE PHASE III, LLC, a Delaware limited liability company (the "Developer") hereby grant(s) to RUBIDOUX COMMUNITY SERVICES DISTRICT (the "District"), and the District hereby accepts, all right, title and interest in the water system improvements for the entire water distribution and/or sewer collection system facilities for the development referenced with records of the County of Riverside, State of California as "Agua Mansa Commerce Park" and agrees to indemnify the District for any and all claims, liens, causes of action or any type of liability arising from or in any way related to the construction of said facilities by the Developer.

Said water and/or sewer system improvements are shown in detail on the construction drawings (1) Parcel Map No. 37528, Filed April 27, 2022, in Book 254 of Parcel Maps, at Pages 7-25, inclusive, in the Office of the County Recorder of Riverside; Sewer Improvement Plan, Rubidoux Community Services District, Sheets 1-8; (2) Parcel Map No. 37528, Filed April 27, 2022, in Book 254 of Parcel Maps, at Pages 7-25, inclusive, in the Office of the County Recorder of Riverside; Water Improvement Plan Phase I, Rubidoux Community Services District, Sheets 1-5; and (3) Parcel Map No. 37528, Filed April 27, 2022, in Book 254 of Parcel Maps, at Pages 7-25, inclusive, in the Office of the County Recorder of Riverside; Water Improvement Plan Phase I, Rubidoux Community Services District, Sheets 1-5; and (3) Parcel Map No. 37528, Filed April 27, 2022, in Book 254 of Parcel Maps, at Pages 7-25, inclusive, in the Office of the County Recorder of Riverside; Water Improvement Plan Phase II, Rubidoux Community Services District, Sheets 1-16 for said development. This Grant Deed is effective upon the Developer providing the Unconditional Lien Waiver and Release and upon filing of the Notice of Completion by the District for the aforementioned water and/or sewer system improvements.

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

Executed on March 20 . 2023.

## **DEVELOPER:**

AGUA MANSA COMMERCE PHASE III, LLC, a Delaware limited liability company

- By: Agua Mansa Commerce Holdings, LLC, a Delaware limited liability company, its sole member
  - By: PR II Agua Mansa Commerce, LLC, a Delaware limited liability company, its Managing Member
    - By: PRISA II LHC, LLC, a Delaware limited liability company, its sole member

By: Name: Pedro Sanchez Vice President Its:

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 <u>California</u> COUNTY OF <u>San Francisco</u>

On <u>March 20</u>, 2023 before me, <u>Cyrthin Ketiglik</u>, a Notary Public, personally appeared <u>Perto Sarchy</u> who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

) ) ss. )

I certify under PENALTYOF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cynthia Atigbak, Notary Public



Signature Page

## CERTIFICATE OF ACCEPTANCE OF AND CONSENT TO GRANT DEED AND BILL OF SALE

THIS IS TO CERTIFY that the attached Grant Deed and Bill of Sale for all sewer improvements which AQUA MANSA COMMERCE PHASE III, LLC, a Delaware limited liability company ("Grantor") has constructed within the public street commonly known as Avalon Street between Alta Street and Mission Boulevard, is hereby accepted by the RUBIDOUX COMMUNITY SERVICES DISTRICT ("Grantee") on the date set forth below. Grantee consents to the recordation thereof by its duly authorized officer. Grantee acknowledges and agrees that Grantee shall be responsible for ownership, operation and maintenance of such utility assets.

Date:\_\_\_\_\_, 2023

(SEAL)

## RUBIDOUX COMMUNITY SERVICES DISTRICT

By:

Name: Brian Laddusaw

Its: General Manager

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.

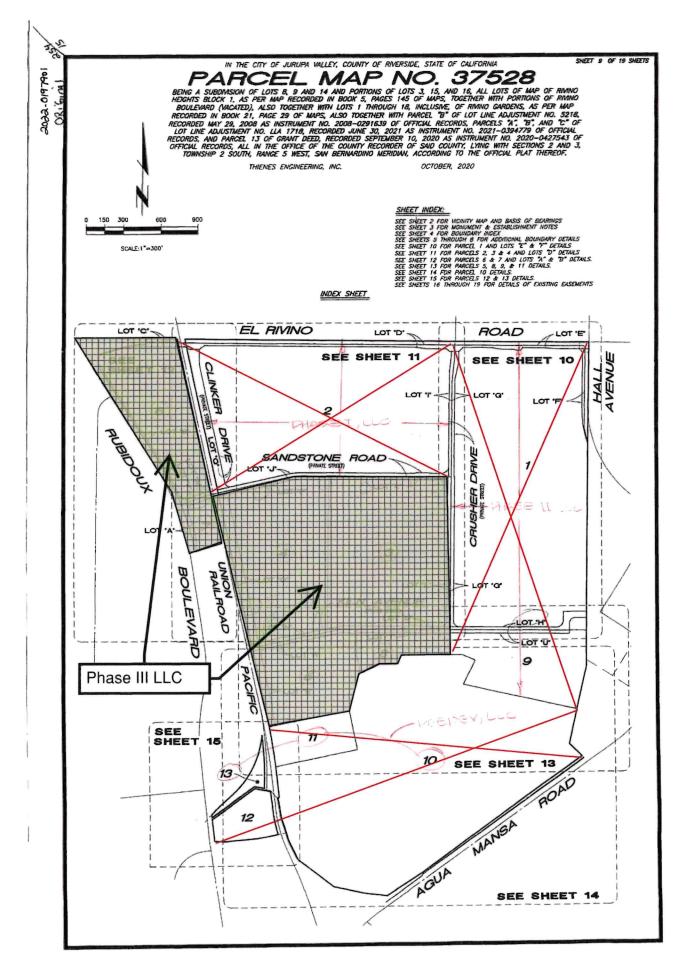
WITNESS my hand and official seal.

Signature \_\_\_\_\_

# EXHIBIT "A"

# **DEPICTION OF RCSD FACILITIES INCLUDED IN THIS CONVEYANCE**

[to be attached]



Ownership Per PTR 587-10/0

# EXHIBIT "B"

Description of Location of RCSD Facilities

DESCRIPTION OF FACILITIES

DETAILED DESCRIPTION.

## GENERAL NOTES :

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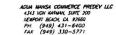
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## BASIS OF BEARING

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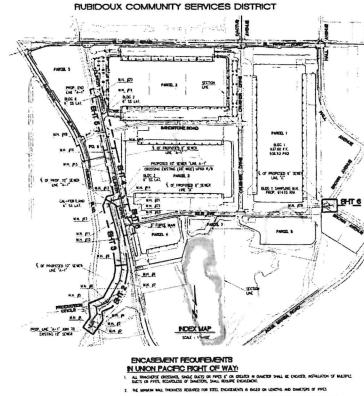
## OWNER

ACUA MANSA COMMERCE PREDEV LLC 4343 VON KARMAN, SLATE 200 NEWPORT BEACH, CA 92660 SOLS ENGINEER

LANCAN LA DIEDUTIVE PARK, SLATE 130 RVINE, CA \$2614

CML ENGINEER

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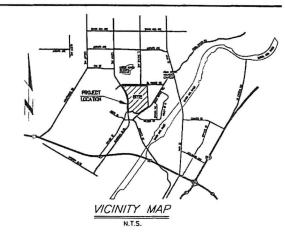


PARCEL MAP NO. 37528

SEWER IMPROVEMENT PLAN

8", 10" AND 12" PUBLIC SEWER MAIN - SS A-1

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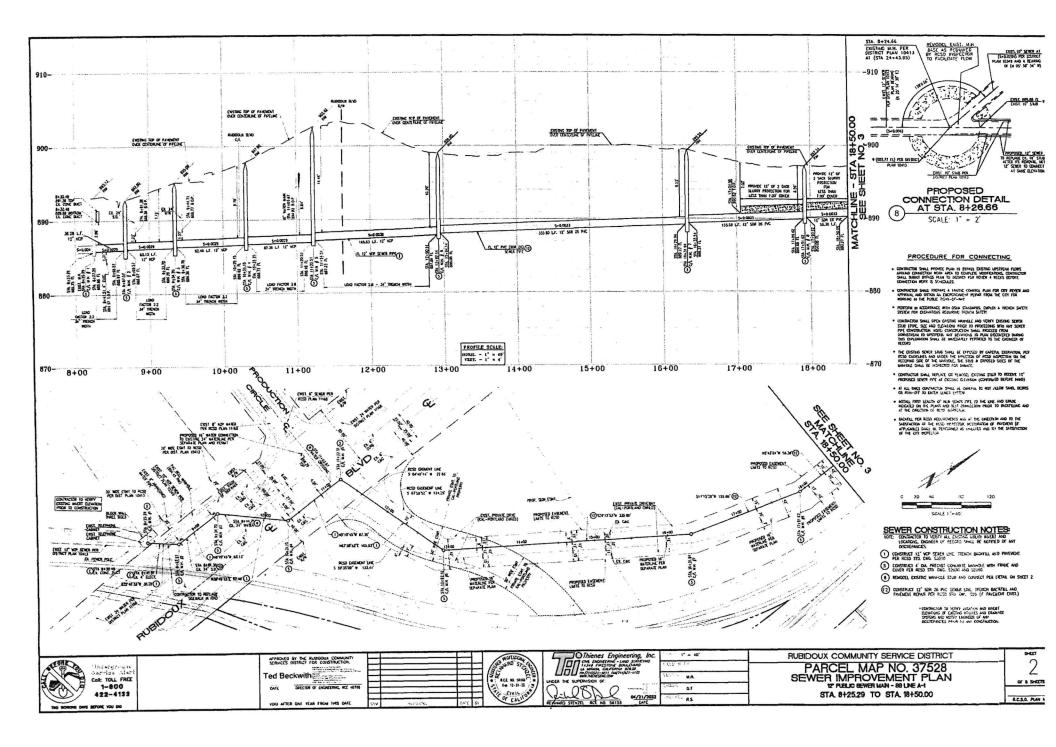
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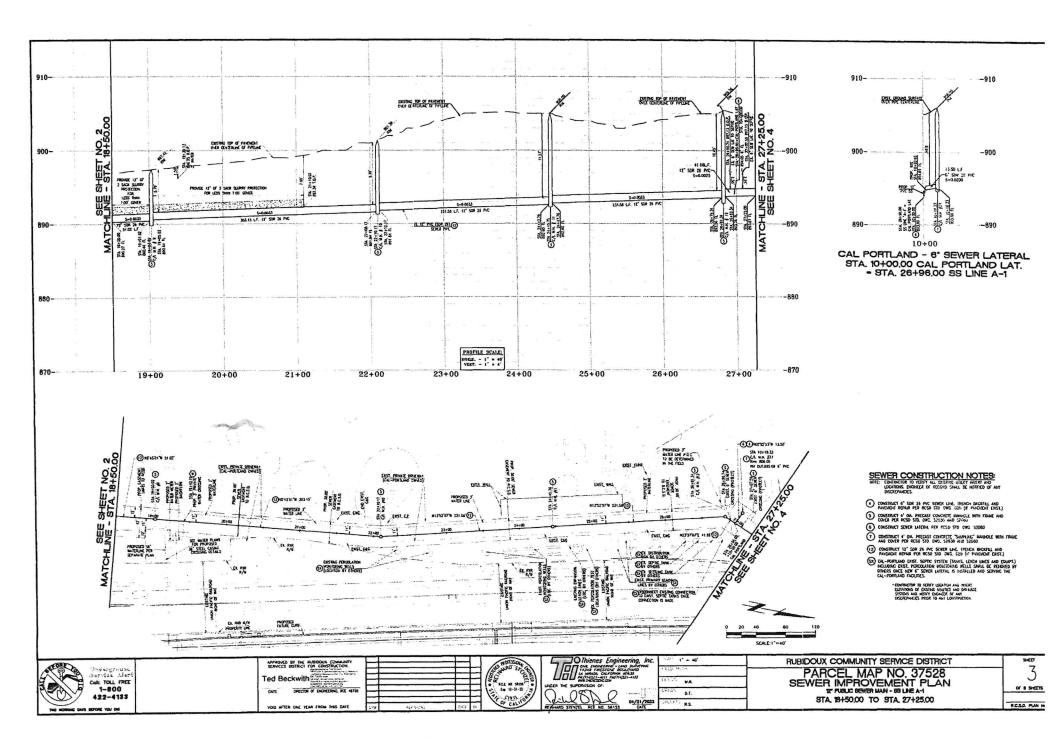
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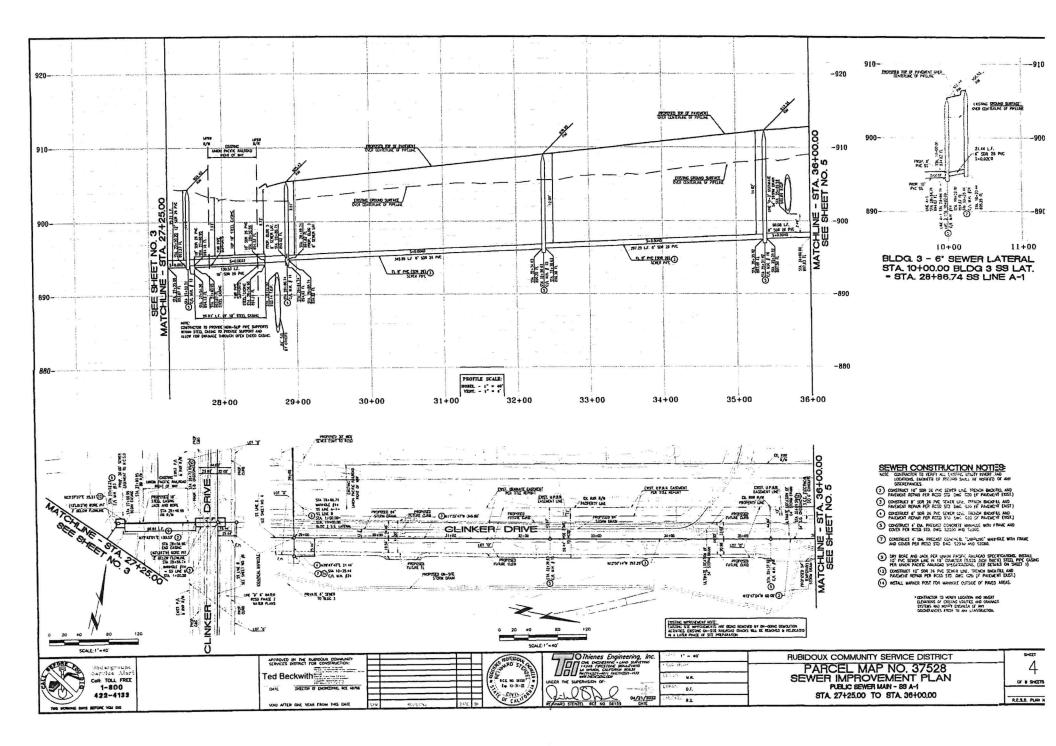
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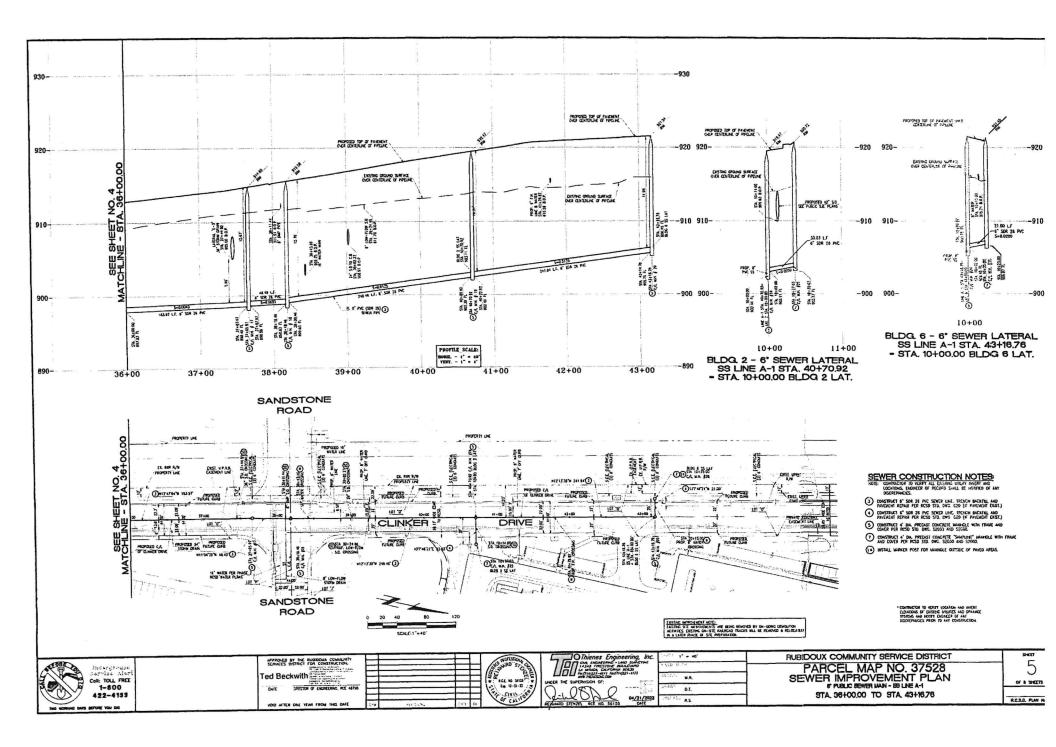
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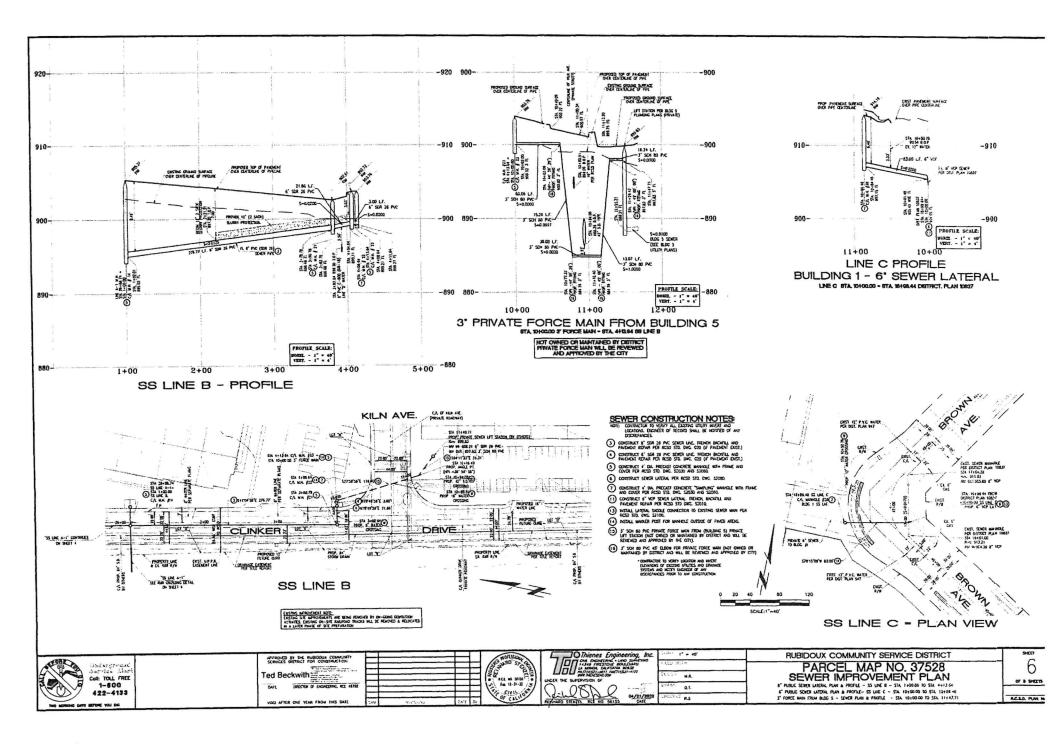
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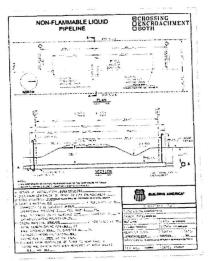
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## Section T. RESTORATION OF BAR BOAD PROPINTS

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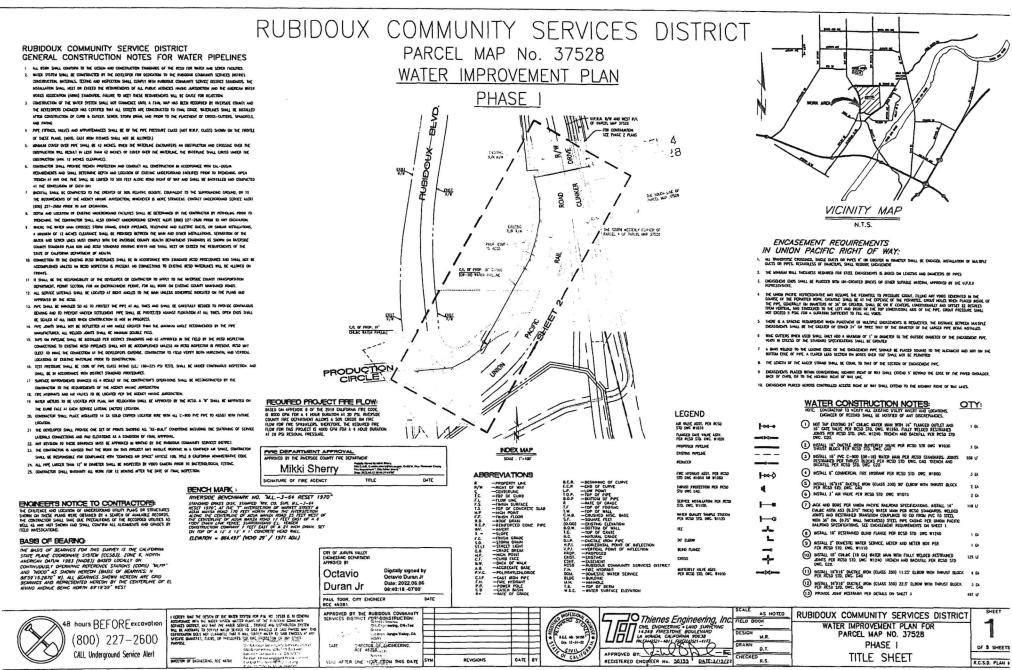
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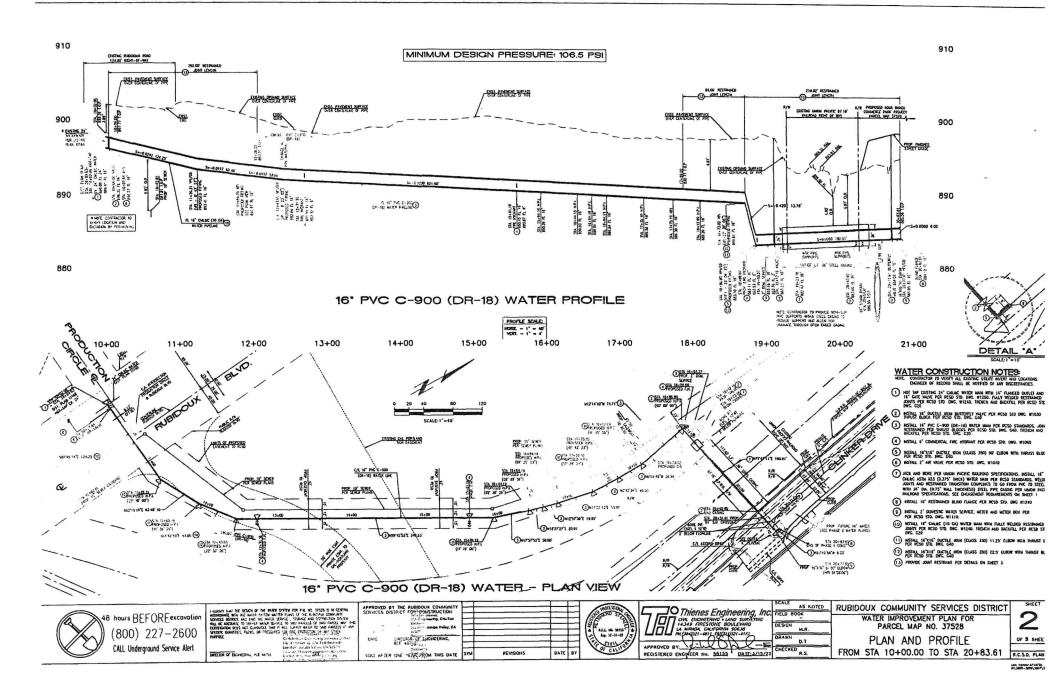
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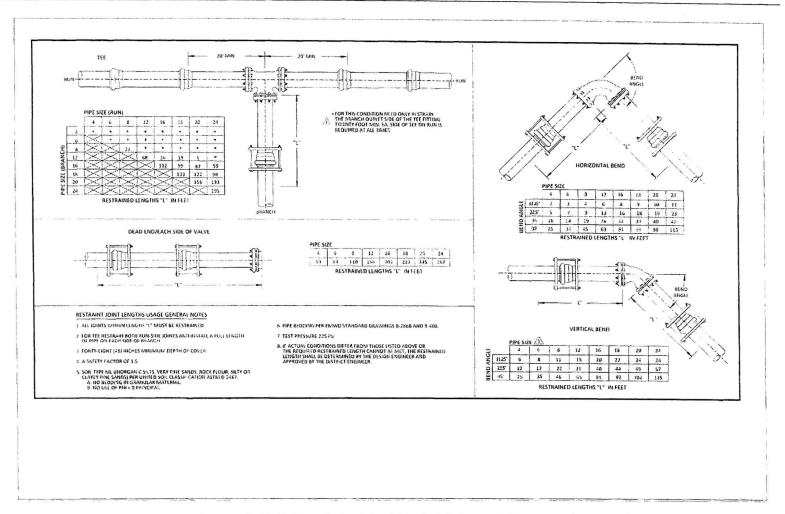
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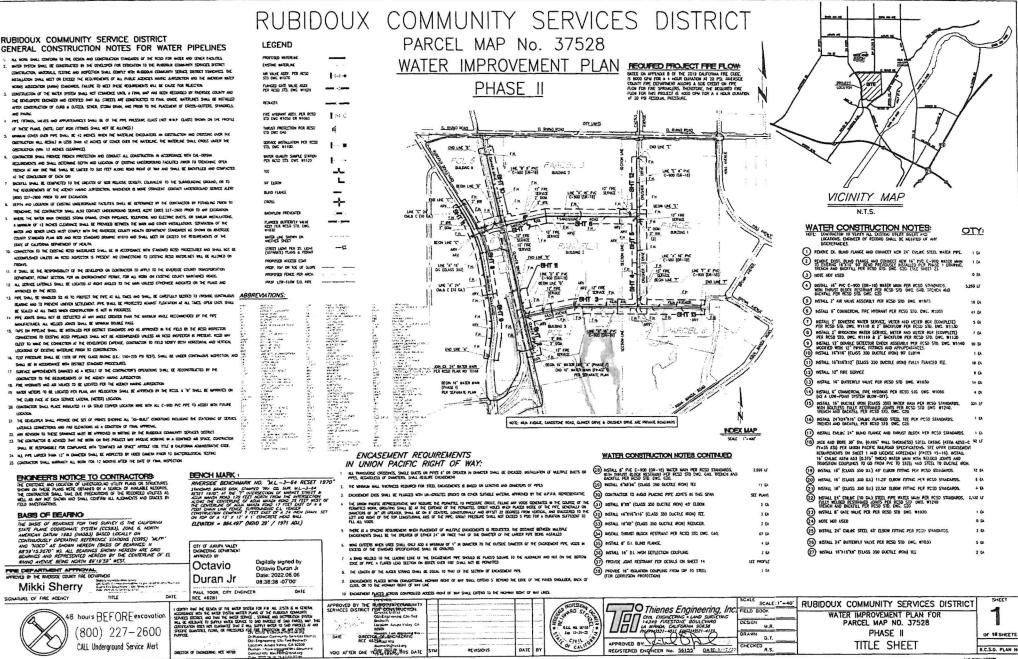
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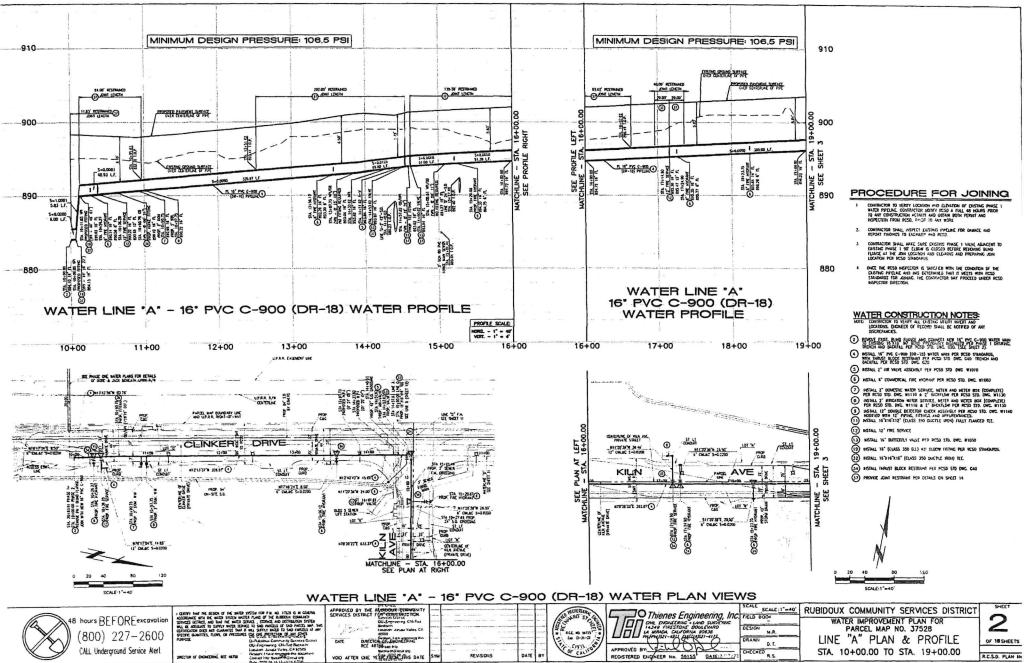
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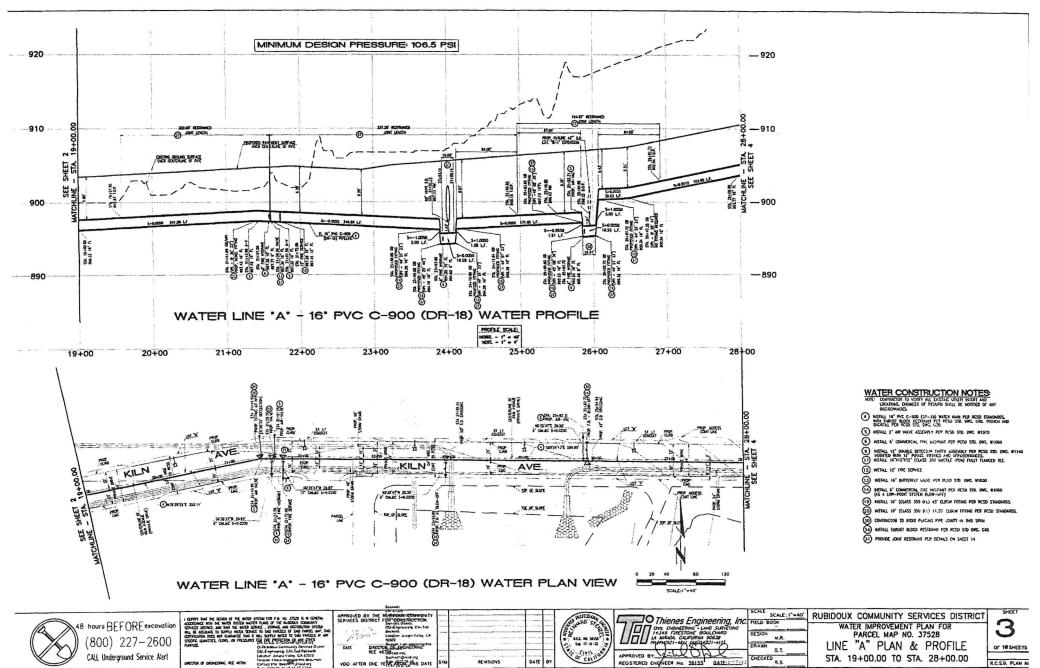
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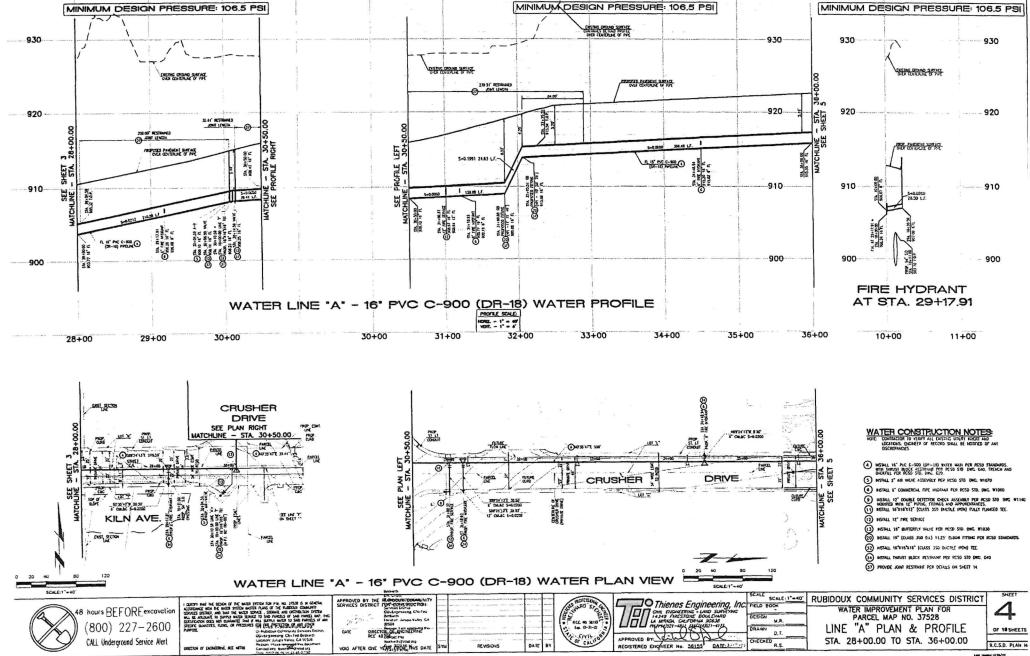
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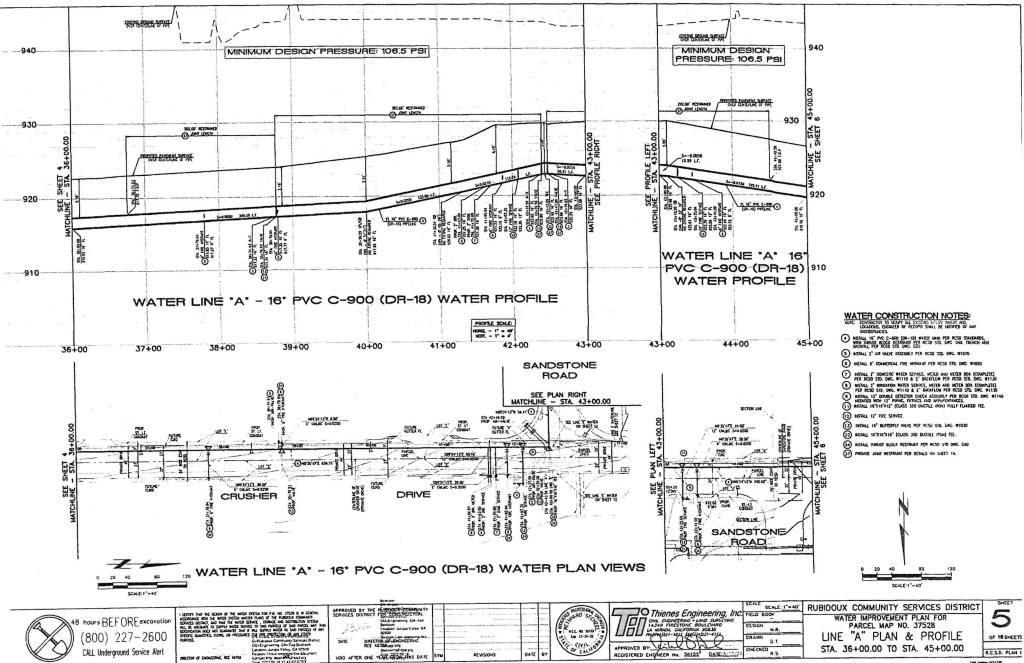
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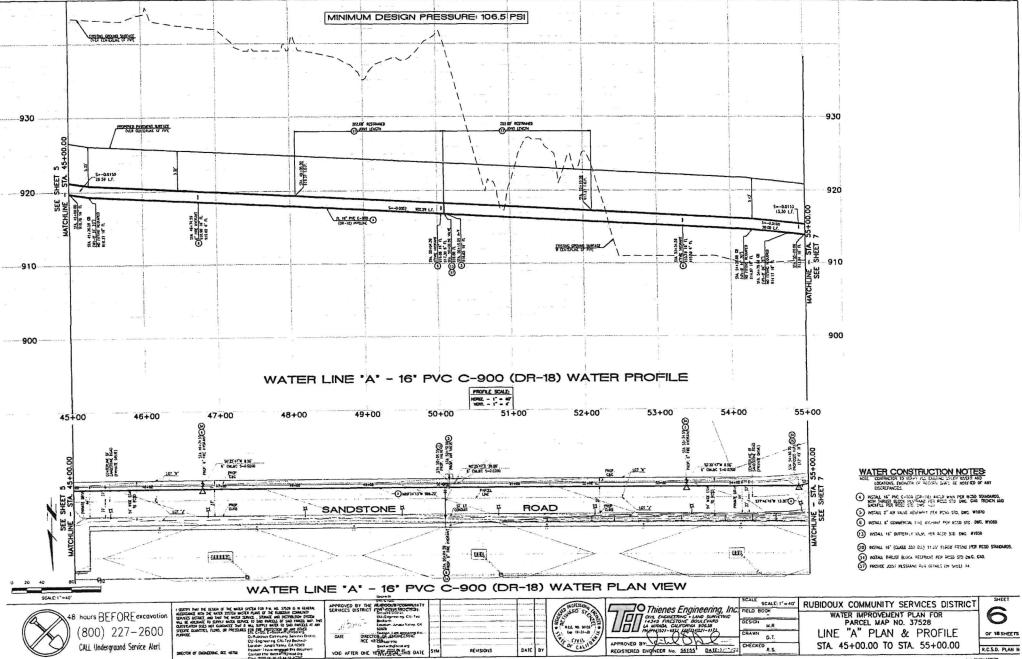
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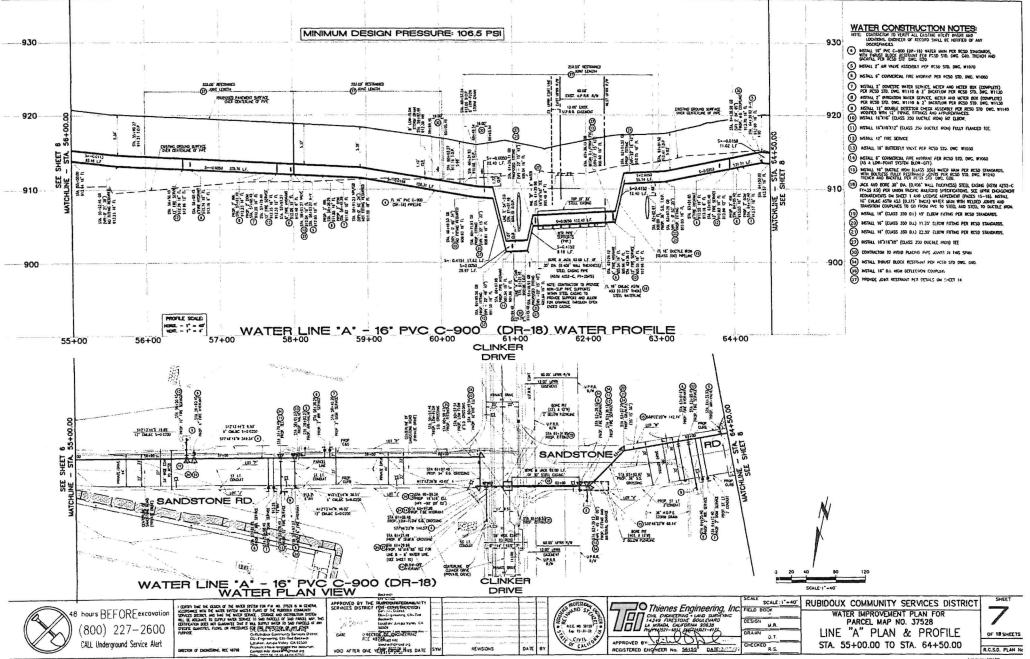
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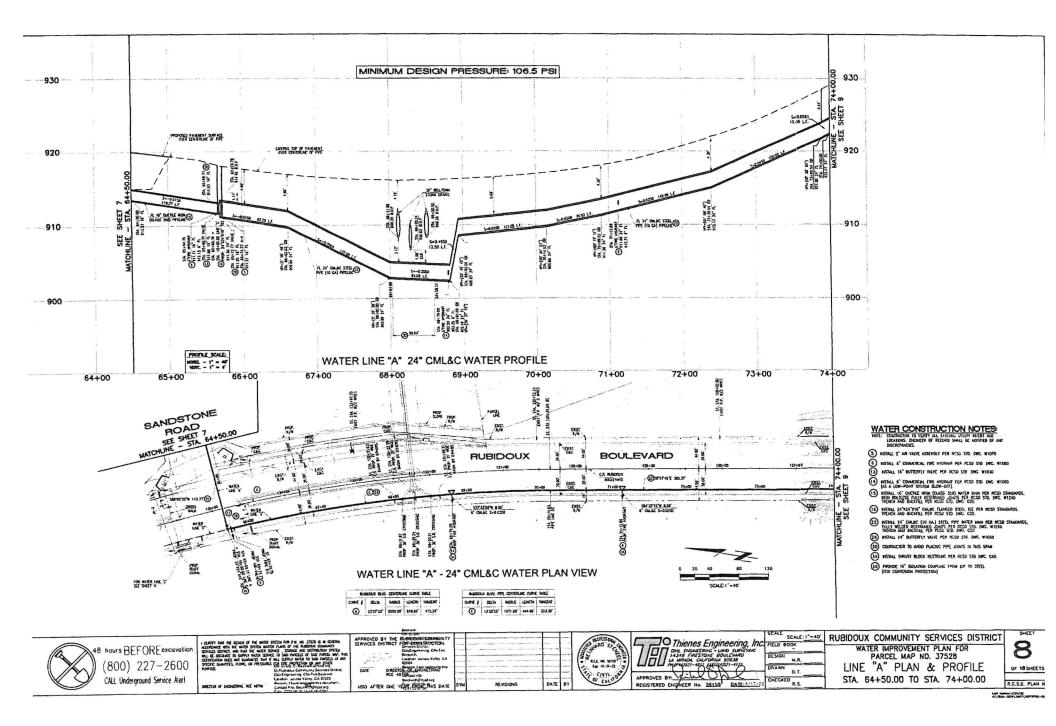
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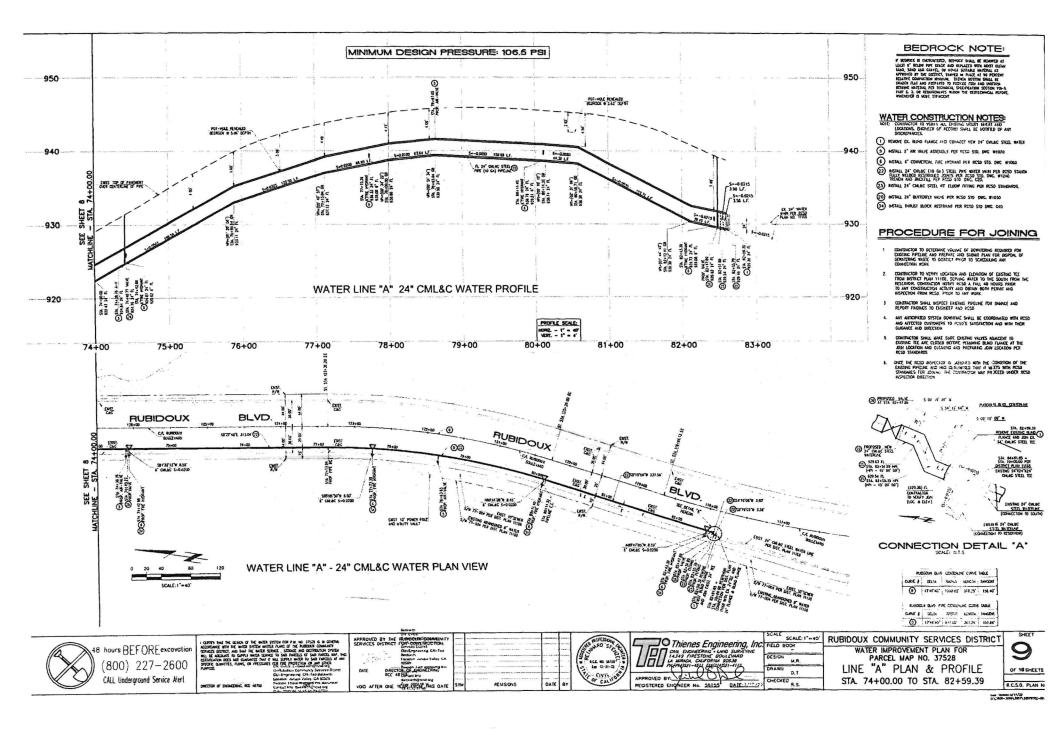


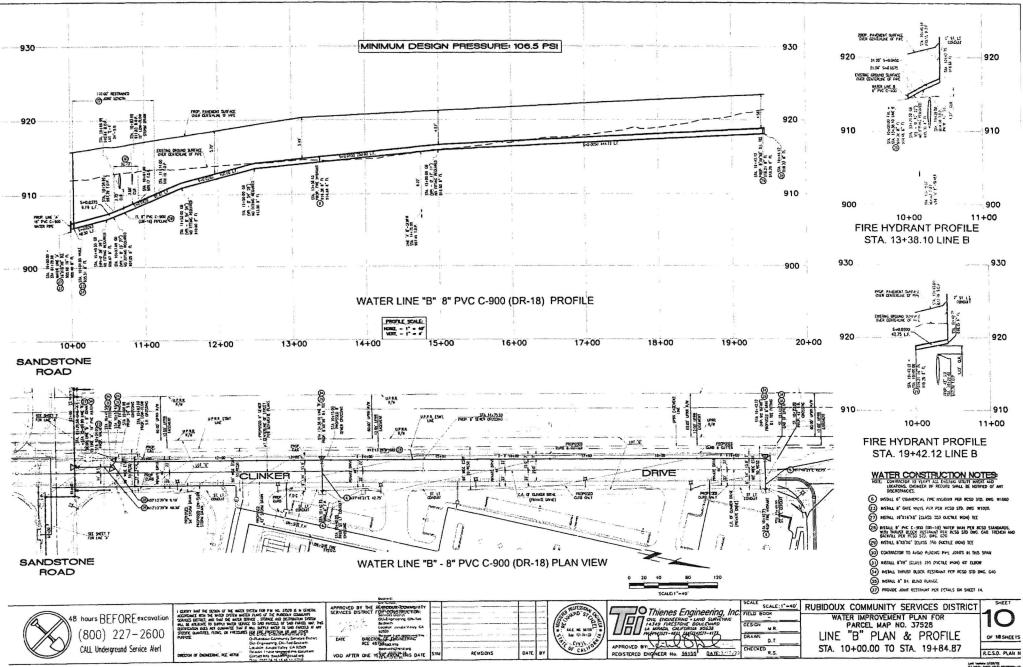
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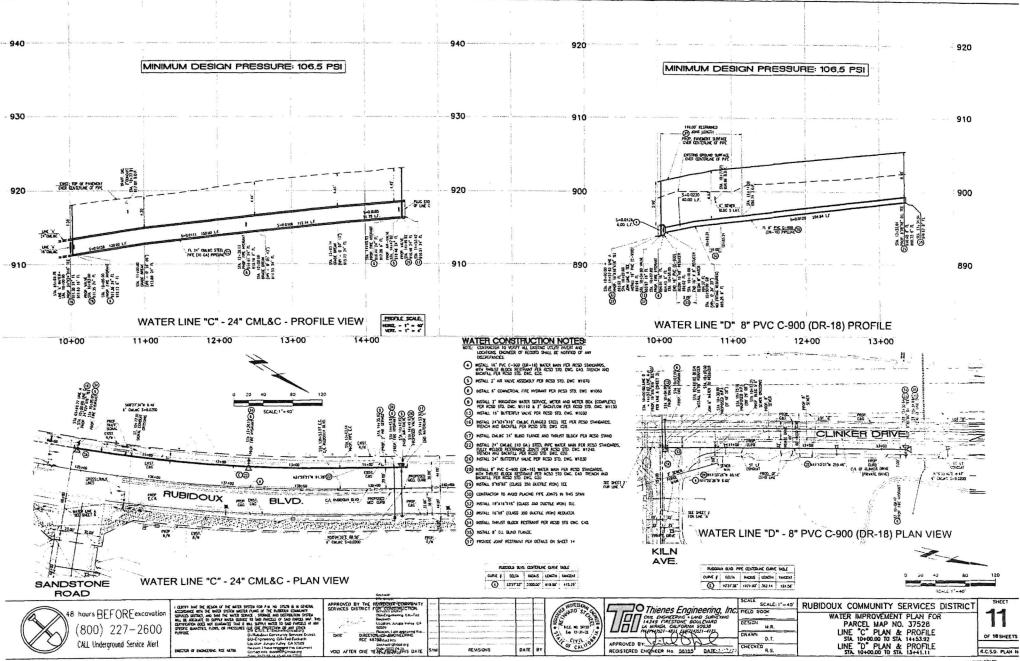
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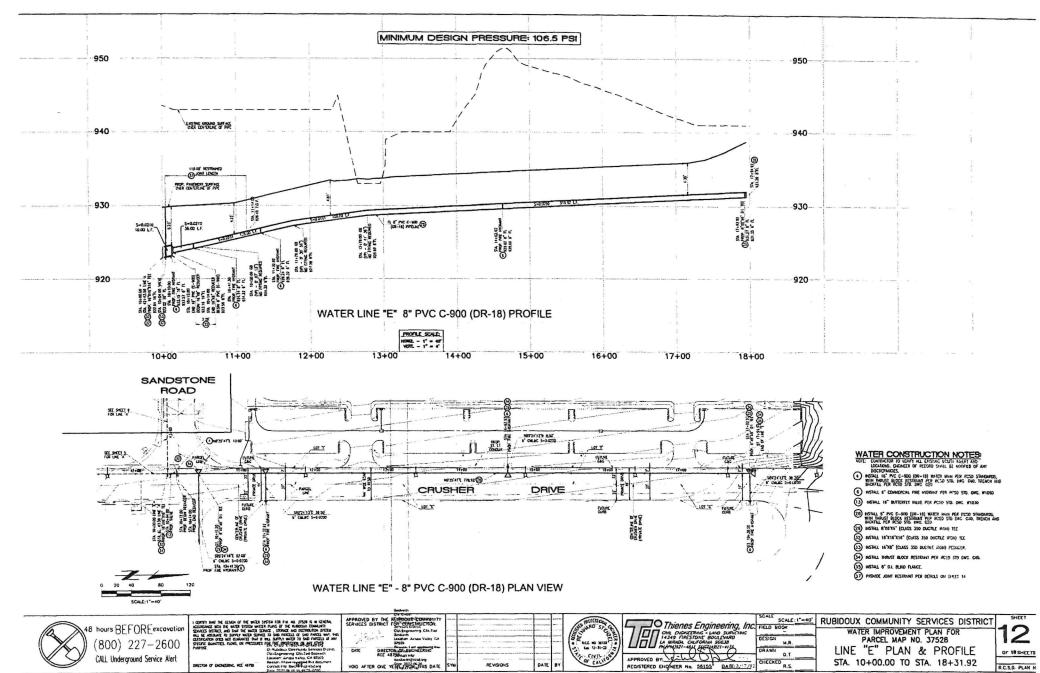




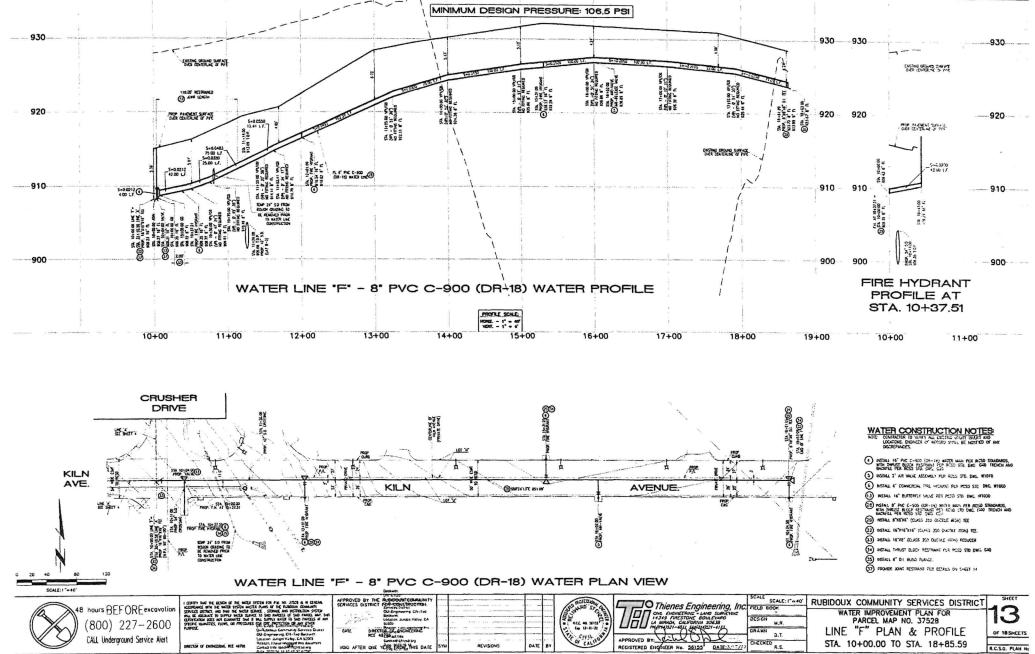
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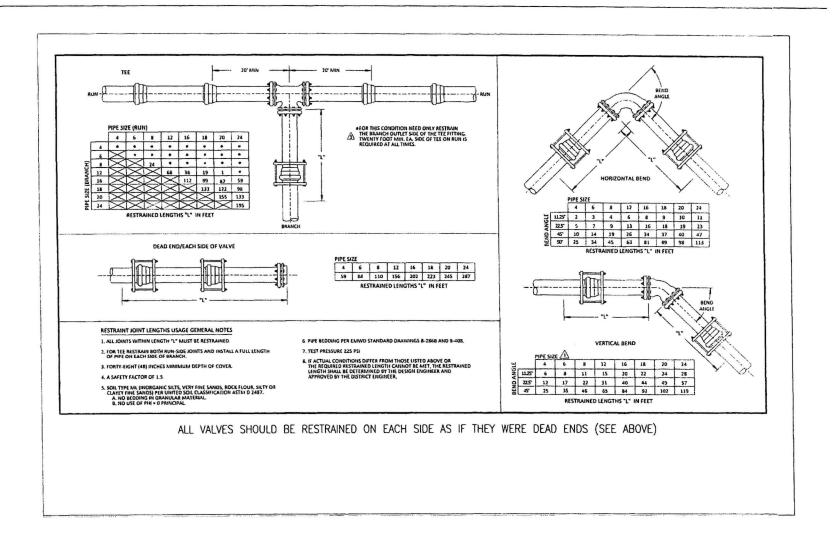
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#### l'amptt u CENERAL TERMS AND CONDITIONS

#### Section 1. LIMITATION AND SUBJECT SALES OF ANGUIS CRANTED.

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#### Section 1. CAGINEERING REAR INFAILS PERMITS

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Arbeir 4. LICENSET'S COMPLIANCE WITH GENERAL STRMS

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#### Article 5. LASE RANCE.

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#### Ande : ATTORNEY PLY EXPENSES ON COSTS.

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#### Artico 10 SEVERABILITY.

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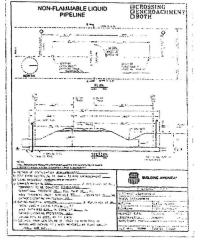
## Redgens Field Services Local: <u>BPT ( Area - education</u> Phone (622)213-3271

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#### UNION FACING RAILROAD COMPANY RUBBOLY COMMUNITY STRVICTS

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#### Server & RESIGNATION OF BALLBURD PROPERTY

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Section 11. TERMINATION: REMOVAL OF LICENSET'S FACILITIES.

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# 6. CORRESPONDENCE AND RELATED INFORMATION

# 7. <u>REPORTS</u>

A. Operations Report (Second Meeting Each Month)

	TOT	T WELL D	ρορματιά	DN in Million Gall	lone	Consumption to JURUPA C.S.D.	WASTEWATER FLOW TO
	IUIA	Potable	Potable	Non-Potable	IONS	JUNUFA C.S.D.	RIVERSIDE
Date	Purchased	Wells	Total	Wells	Total	(Million Gallons)	(Million Gallons)
 5/1/2024	0.00	2.24	2.24	0.53	2.77	0.00	1.69
						0.00	1.75
5/2/2024	0.00 0.00	2.99 1.79	2.99 1.79	0.16 0.03	3.14 1.82	0.00	1.66
5/3/2024 5/4/2024	0.00	2.17	2.17	0.03	2.17	0.00	1.71
5/5/2024	0.00	2.17	2.17	0.00	2.17	0.00	1.71
5/6/2024	0.00	3.38	3.38	0.01	3.40	0.00	1.69
5/7/2024	0.00	3.38	3.15	0.02	3.16	0.00	1.74
5/8/2024	0.00	2.64	2.64	0.01	2.65	0.00	1.76
	0.00			0.01	2.03	0.00	1.68
5/9/2024		2.26	2.26				
5/10/2024	0.00	3.05	3.05	0.00	3.05	0.00	1.62
5/11/2024	0.00	2.30	2.30	0.00	2.30	0.00	1.79
5/12/2024	0.00	2.81	2.81	0.00	2.81	0.00	1.76
5/13/2024	0.00	4.38	4.38	0.00	4.38	0.00	1.77
5/14/2024	0.00	3.30	3.30	0.00	3.31	0.00	1.80
5/15/2024	0.00	3.10	3.10	0.00	3.11	0.00	1.74
5/16/2024	0.00	2.35	2.35	0.01	2.36	0.00	1.71
5/17/2024	0.00	2.38	2.38	0.00	2.39	0.00	1.65
5/18/2024	0.00	3.10	3.10	0.00	3.10	0.00	1.78
5/19/2024	0.00	3.47	3.47	0.02	3.49	0.00	1.83
5/20/2024	0.00	4.51	4.51	0.02	4.53	0.00	1.81
5/21/2024	0.00	4.12	4.12	0.01	4.13	0.00	1.71
5/22/2024	0.00	3.60	3.60	0.01	3.61	0.00	1.73
5/23/2024	0.00	3.97	3.97	0.01	3.97	0.00	1.74
5/24/2024	0.00	3.09	3.09	0.01	3.09	0.00	1.72
5/25/2024	0.00	3.82	3.82	0.00	3.82	0.00	1.70
5/26/2024	0.00	4.00	4.00	0.02	4.02	0.00	1.63
5/27/2024	0.00	4.16	4.16	0.02	4.18	0.00	1.89
5/28/2024	0.00	4.01	4.01	0.00	4.01	0.00	1.79
5/29/2024	0.00	4.08	4.08	0.01	4.09	0.00	1.75
5/30/2024	0.00	3.61	3.61	0.01	3.62	0.00	1.76
5/31/2024	0.00	3.74	3.74	0.00	3.74	0.00	1.75
MINIMUM	0.00	1.79	1.79	0.00	1.82	0.00	1.62
AVERAGE	0.00	3.22	3.22	0.03	3.25	0.00	1.73
MAXIMUM	0.00	4.51	4.51	0.53	4.53	0.00	1.89
TOTAL	0.00	99.72	99.72	0.94	100.66	0.00	53.77

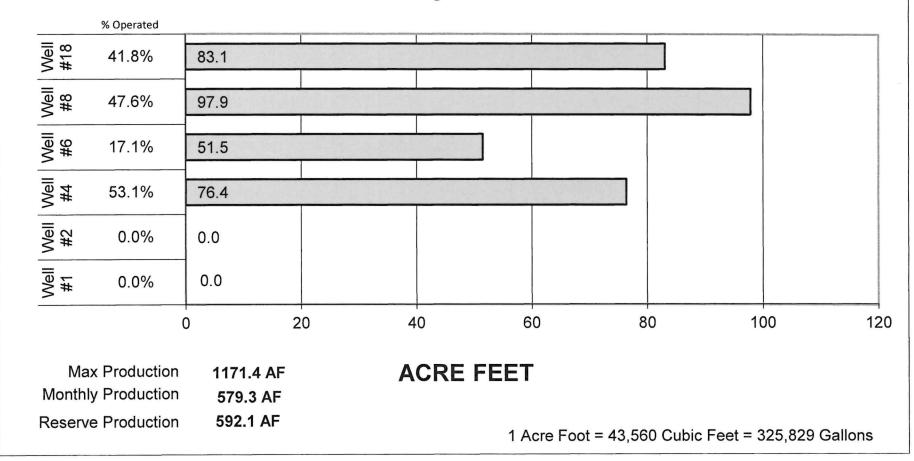
# Water and Wastewater Production Comparison

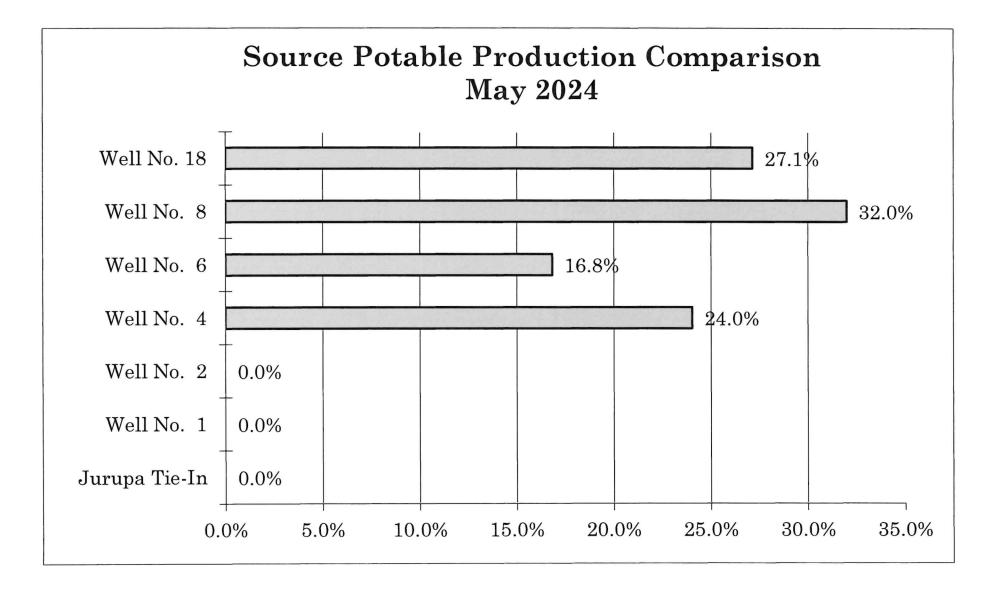
# RUBIDOUX COMMUNITY SERVICES DISTRICT MONTHLY WELL PRODUCTION

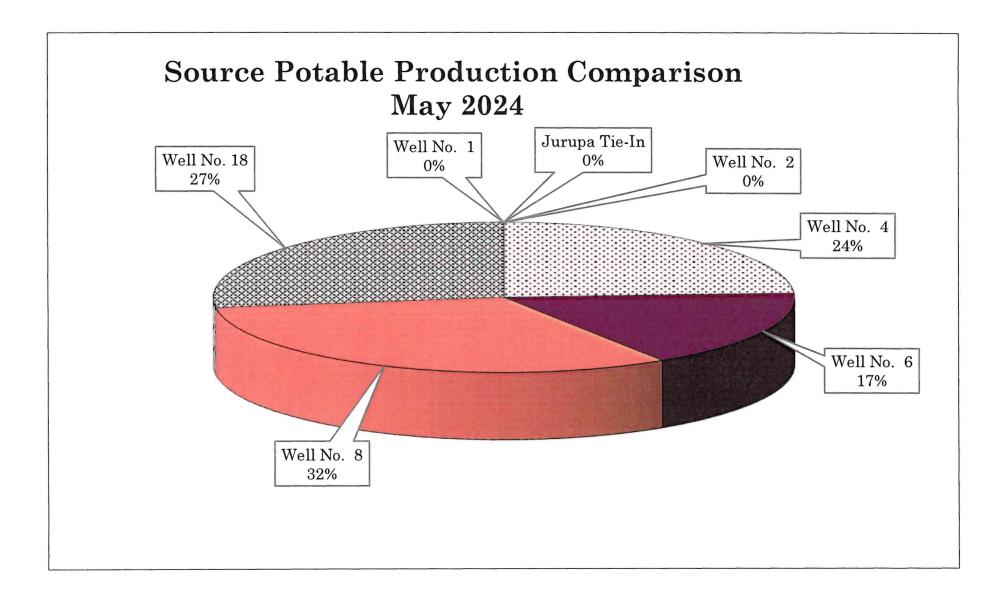
(Million Gallons)

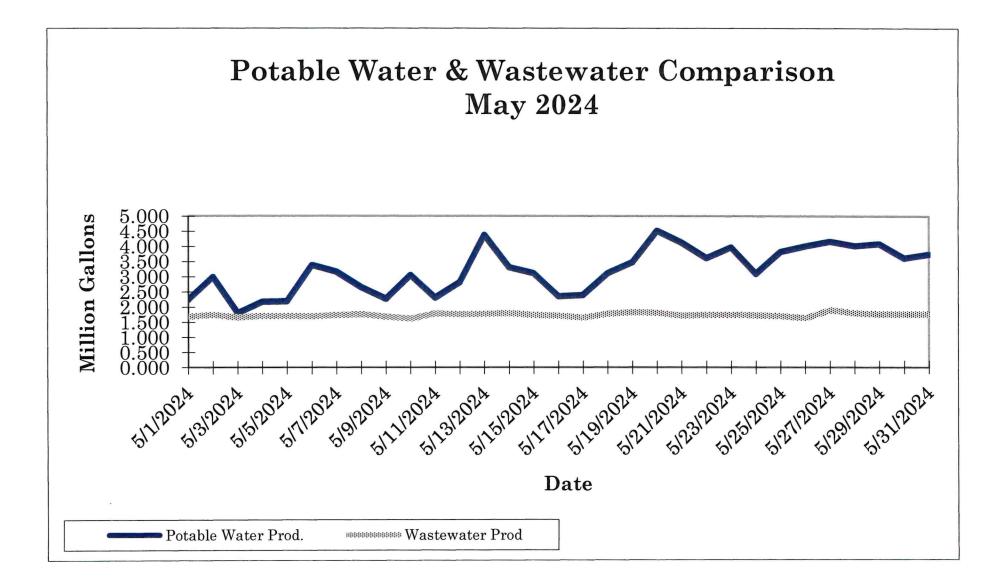
			PO	OTABLE WA	FER				NONP	OTABLE W	VATER		TOTALS		
		GAC Plt	Nitrate Re	moval Plt	Ţ	hompson WTI	?					Mission			
	JURUPA	TROYER	FLEETWOOD	SKOTTY		GOULD		28th ST.	DALY	CLEMENT	46th ST.	Wells		NON	TOTAL
	TIE-IN	Well #2	Well #4	Well #6	Well #1A	Well #8A	Well #18	Well #3	Well #7	Well#11	Well #14	#19 & #20	POTABLE	POTABLE	PROD.
DATE	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)
5/1/2024	0.00	0.00	0.53	0.35	0.00	1.35	0.00	0.00	0.00	0.52	0.00	0.01	2.24	0.53	2.77
5/2/2024	0.00	0.00	1.47	1.01	0.00	0.51	0.00	0.00	0.00	0.15	0.00	0.01	2.99	0.16	3.14
5/3/2024	0.00	0.00	1.03	0.69	0.00	0.07	0.00	0.00	0.00	0.03	0.00	0.00	1.79	0.03	1.82
5/4/2024	0.00	0.00	1.29	0.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.17	0.00	2.17
5/5/2024	0.00	0.00	1.26	0.85	0.00	0.00	0.07	0.00	0.00	0.00	0.00	0.01	2.18	0.01	2.19
5/6/2024	0.00	0.00	0.61	0.41	0.00	1.35	1.01	0.00	0.00	0.00	0.00	0.02	3.38	0.02	3.40
5/7/2024	0.00	0.00	0.00	0.38	0.00	1.41	1.37	0.00	0.00	0.00	0.00	0.01	3.15	0.01	3.16
Subtotal	0.00	0.00	6.19	4.57	0.00	4.68	2.45	0.00	0.00	0.69	0.00	0.06	17.88	0.76	18.64
5/8/2024	0.00	0.00	1.44	0.97	0.00	0.24	0.00	0.00	0.00	0.00	0.00	0.01	2.64	0.01	2.65
5/9/2024	0.00	0.00	1.35	0.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01	2.26	0.01	2.27
5/10/2024	0.00	0.00	1.82	1.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.05	0.00	3.05
5/11/2024	0.00	0.00	1.33	0.90	0.00	0.07	0.00	0.00	0.00	0.00	0.00	0.00	2.30	0.00	2.30
5/12/2024	0.00	0.00	1.53	1.03	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.00	2.81	0.00	2.81
5/13/2024	0.00	0.00	0.64	0.43	0.00	2.08	1.23	0.00	0.00	0.00	0.00	0.00	4.38	0.00	4.38
5/14/2024	0.00	0.00	0.31	0.21	0.00	0.80	1.99	0.00	0.00	0.00	0.00	0.00	3.30	0.00	3.31
Subtotal	0.00	0.00	8.42	5.66	0.00	3.44	3.22	0.00	0.00	0.00	0.00	0.03	20.74	0.03	20.77
5/15/2024	0.00	0.00	1.37	0.94	0.00	0.80	0.00	0.00	0.00	0.00	0.00	0.00	3.10	0.00	3.11
5/16/2024	0.00	0.00	1.40	0.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01	2.35	0.01	2.36
5/17/2024	0.00	0.00	1.43	0.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.38	0.00	2.39
5/18/2024	0.00	0.00	1.09	0.73	0.00	1.28	0.00	0.00	0.00	0.00	0.00	0.00	3.10	0.00	3.10
5/19/2024	0.00	0.00	0.11	0.07	0.00	1.72	1.57	0.00	0.00	0.00	0.00	0.02	3.47	0.02	3.49
5/20/2024	0.00	0.00	0.46	0.31	0.00	1.66	2.09	0.00	0.00	0.00	0.00	0.02	4.51	0.02	4.53
5/21/2024	0.00	0.00	0.28	0.19	0.00	1.68	1.98	0.00	0.00	0.00	0.00	0.01	4.12	0.01	4.13
Subtotal	0.00	0.00	6.13	4.14	0.00	7.13	5.64	0.00	0.00	0.00	0.00	0.07	23.03	0.07	23.10
5/22/2024	0.00	0.00	0.22	0.14	0.00	1.69	1.56	0.00	0.00	0.00	0.00	0.01	3.60	0.01	3.61
5/23/2024	0.00	0.00	0.40	0.27	0.00	1.68	1.62	0.00	0.00	0.00	0.00	0.01	3.97	0.01	3.97
5/24/2024	0.00	0.00	0.55	0.37	0.00	1.45	0.71	0.00	0.00	0.00	0.00	0.01	3.09	0.01	3.09
5/25/2024	0.00	0.00	0.03	0.02	0.00	1.85	1.92	0.00	0.00	0.00	0.00	0.00	3.82	0.00	3.82
5/26/2024	0.00	0.00	0.17	0.11	0.00	1.69	2.03	0.00	0.00	0.00	0.00	0.02	4.00	0.02	4.02 4.18
5/27/2024	0.00	0.00	0.62	0.42	0.00	1.44	1.69								
5/28/2024	0.00	0.00	0.48	0.32	0.00	1.79	1.42	0.00	0.00	0.00	0.00	0.00	4.01 4.08	0.00	4.01 4.09
5/29/2024	0.00	0.00	0.41	0.28	0.00	1.65	1.74	0.00	0.00	0.00		100 (SL 400 10)			
5/30/2024	0.00	0.00	0.38	0.26	0.00	1.62	1.35	0.00	0.00	0.00	0.00	0.01	3.61	0.01	3.62
5/31/2024	0.00	0.00	0.00	0.23	0.00	1.78	1.73	0.00	0.00	0.00	0.00	0.00	3.74	0.00	3.74
Subtotal	0.00	0.00	3.25	2.42	0.00	16.64	15.77	0.00	0.00	0.00	0.00	0.08	38.07	0.08	38.15
TOTAL	0.000	0.000	23.981	16.786	0.000	31.889	27.068	0.000	0.000	0.693	0.000	0.242	99.724	0.935	100.659
LIUIAL	0.000	0.000	20.301	10.700	0.000	01.000		0.000	0.000						

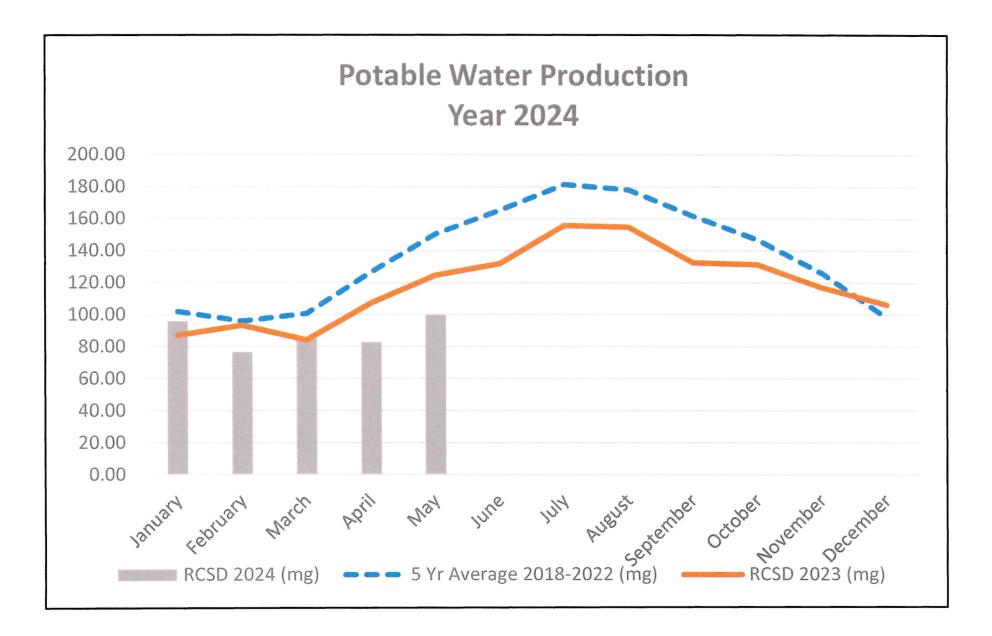
# TOTAL WATER PRODUCED w/ % Operated May 2024





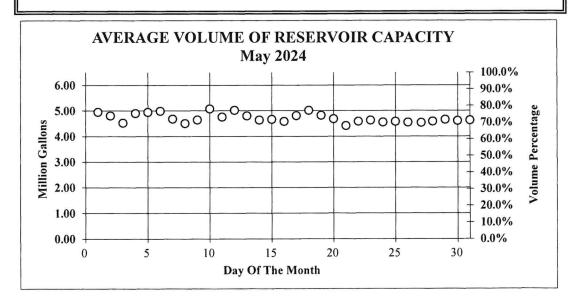






# RUBIDOUX COMMUNITY SERVICES DISTRICT Reservior Capacity Report

	ATKINSON	SYSTEM	HUNTER	SYSTEM	WATER	PERCENTAGE
CAPACITY	2,000,000	3,000,000	425,000	1,000,000	AVAILABLE	OF TOTAL
DATE	ATKINSON	WATSON	HUNTER 1	PERRONE	(Gallons)*	CAPACITY
5/1/2024	80.1	78.0	71.7	69.9	4,945,259	77.0%
5/2/2024	78.3	73.8	73.5	71.1	4,802,201	74.7%
5/3/2024	72.8	67.9	73.8	71.5	4,522,287	70.4%
5/4/2024	78.7	76.5	73.9	71.2	4,894,264	76.2%
5/5/2024	79.1	77.7	74.3	71.0	4,937,706	76.9%
5/6/2024	80.4	78.3	74.0	71.1	4,983,511	77.6%
5/7/2024	75.7	71.6	72.4	70.9	4,679,969	72.8%
5/8/2024	73.5	67.5	71.9	70.4	4,504,970	70.1%
5/9/2024	74.7	70.6	73.2	71.5	4,638,593	72.2%
5/10/2024	81.6	80.7	72.4	71.3	5,074,070	79.0%
5/11/2024	76.0	74.4	72.1	69.6	4,753,379	74.0%
5/12/2024	79.7	79.4	74.1	72.6	5,017,811	78.1%
5/13/2024	75.9	75.3	72.5	71.3	4,796,997	74.7%
5/14/2024	73.8	70.8	72.7	72.8	4,635,782	72.2%
5/15/2024	77.1	70.2	71.2	70.5	4,656,305	72.5%
5/16/2024	73.2	69.3	73.3	72.6	4,580,748	71.3%
5/17/2024	76.3	75.9	71.5	69.5	4,802,116	74.7%
5/18/2024	81.0	78.7	73.7	71.6	5,011,104	78.0%
5/19/2024	77.7	74.3	73.1	72.1	4,813,647	74.9%
5/20/2024	77.4	71.4	70.3	68.9	4,679,432	72.8%
5/21/2024	72.3	66.1	69.0	68.5	4,408,357	68.6%
5/22/2024	75.4	68.7	71.3	71.0	4,581,290	71.3%
5/23/2024	76.1	69.0	73.4	71.8	4,621,861	71.9%
5/24/2024	74.5	68.3	71.6	70.4	4,545,724	70.8%
5/25/2024	74.4	68.2	74.2	71.9	4,569,151	71.1%
5/26/2024	73.6	67.5	74.2	72.7	4,538,947	70.6%
5/27/2024	74.1	67.4	73.0	71.6	4,530,239	70.5%
5/28/2024	74.4	68.3	72.3	73.1	4,575,635	71.2%
5/29/2024	76.4	69.7	72.7	72.0	4,648,606	72.4%
5/30/2024	75.9	69.7	70.6	69.2	4,600,885	71.6%
5/31/2024	75.9	69.1	72.9	72.0	4,620,704	71.9%



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

# 7. <u>**REPORTS**</u> (continued)

B. Emergency and Incident Report (Second Meeting Each Month)



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 MAY 2024

Activity	Total
Total Number of Plan Reviews Completed	0
Plan Review Turnaround Time (Goal is 15 Days)	0
Total Number of Construction Inspections Conducted	0
Inspection Turnaround Time (Goal is within 3 Days of Contact)	0
Total Number of Annual Fire Inspections Conducted (Including Reinspections)	82
Number of Weed Abatement Inspections Performed	0
Planning & Development Meetings Attended	0
Planning & Development Cases Reviewed	0
Special Event Meetings	0
Special Event Inspections	0
Complaints	0
850 Inspections	0
School Inspections	0

## **CAL FIRE/Riverside County Fire Department**

**Emergency Incident Statistics** 



### **Bill Weiser**

## **Fire Chief**

6/3/2024

**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 May2024 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.

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## **Response Activity**

	Medical 225 7 Other Fire 5 Other Misc 1 0 Public Service Assist 14 4 Res Fire 1 0 Standby 2 0 Traffic Collision 24 4 Vehicle Fire 1 0 Wildland Fire 6 2 Total: 294 10
False Alarm	15
Medical	225
Other Fire	5
Other Misc	1
Public Service Assist	14
Res Fire	1
Standby	2
	24
	24
Traffic Collision Vehicle Fire	24

### Average Enroute to Onscene Time\*

	The second	s been acknowledged as responding her statistic outside Enroute to Onsc	<ul> <li>Manufacture solution and an an an and an an</li></ul>	이 가슴에 가는 것이 많은 것이 같아요. 이 집에 많이	n
<5 Minutes	+5 Minutes	+10 Minutes	+20 Minutes	Average	% 0 to 5 min

65 17 0 4.3

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

Last Updated 6/3/2024 2:5

211

\*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.

71.8%

			False Alarm	Medical	Other Fire	Other Misc	Public Service Assist	Res Fire	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
Settellion 16 Pedley	City of Jurupa Valley	0	3	0	0	2	0	0	0	0	0	6	
		Station Total	0	3	0	0	2	0	0	0	0	0	5
	Station 18 West	City of Jurupa Valley	1	9	0	0	1	0	0	2	0	ō	13
	Riverside	Station Total	1	9	0	0	1	0	0	2	0	0	13
	Station 38 Rubidoux	City of Jurupa Valley	14	213	5	1	11	1	2	22	1	6	
	Sec. 20	Station Total	14	213	5	1	11	1	2	22	1	6	276
	<b>Battalion Tota</b>	and the second	15	225	5	1	14	1	2	24	1	6	294
irand Total			15	225	5		14	1	2	24	1	6	294

## Incidents by Battalion, Station and Jurisdiction

Last Updated 6/3/2024 2:5

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

	False Alarm	Medical	Other Fire	Other Misc	Public Service	Res Fire	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
City of Jurupa Valley	15	225	5	1	14	1	2	24	1	6	294
Grand Total	15	225			14	1	2	24	1	6	294

#### **Incidents by Jurisdiction**

Last Updated 6/3/2024 2:5

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

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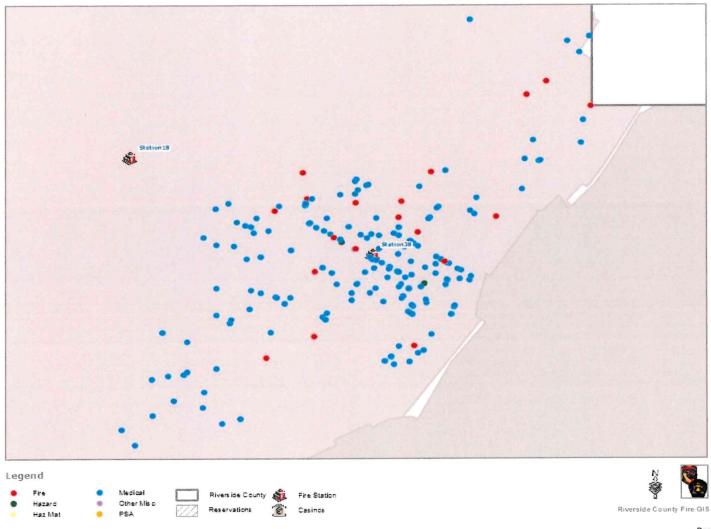
	DISTRICT 2 KAREN SPIEGEL	Grand Total
False Alarm	15	15
Medical	225	225
Other Fire	5	5
Other Misc	1	1
Public Service Assist	14	14
Res Fire	1	1
Standby	2	2
Traffic Collision	24	24
Vehicle Fire	1	1
Wildland Fire	6	6
lotal	294	294

#### Incidents by Supervisorial District - Summary

Last Updated 6/3/2024 2:5

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

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MONTH = 5 and YEAR = 2024 and SPECIAL= 'Rubidoux CSD'

Last Updated 6/3/2024 2:5

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

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### 7. <u>REPORTS</u> (continued)

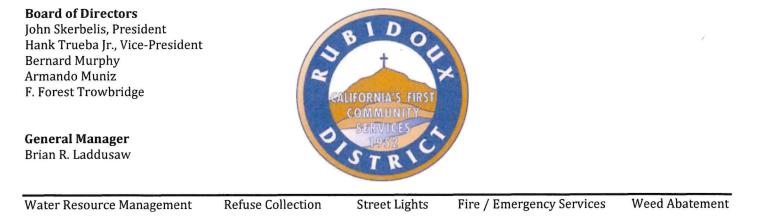
C. General Manager and Staff Reports / Updates

### 7. <u>REPORTS</u> (continued)

D. Committee Reports

#### 8. ACTION / DISCUSSION ITEMS

A. **DM 2024-54**: First Reading of Ordinance No. 2024-138, An Ordinance of the Rubidoux Community Services District Authorizing the Adoption of Financial Policy Number 1040 'Procurement Policy'



#### **DIRECTORS MEMORANDUM 2024-54**

June 20, 2024

- To: Rubidoux Community Services District Board of Directors
- Subject: First Reading of Ordinance No. 2024-138, An Ordinance of the Rubidoux Community Services District Authorizing the Adoption of Financial Policy Number 1040 'Procurement Policy'

#### BACKGROUND:

The purpose of this memorandum is to seek the Rubidoux Community Services District ("District") Board of Directors' ("Board") approval for the adoption of Financial Policy Number 1040 'Procurement Policy' ("Policy"). This policy is designed to streamline the District's procurement processes and ensure compliance with legal and regulatory requirements. A duly adopted and effective Policy is a mandatory prerequisite for spending Federal grant awards. In 2023, the District was successful with two (2) United States Bureau of Reclamation ("USBR") grant awards totaling nearly \$3.0 million. Absent a Policy, the District would be precluded from seeking reimbursement of the \$3.0 million towards eligible projects costs and alternatively these crucial projects would require funding from current District's reserves or potentially debt based financing with a high interest rate market.

Further, effective procurement practices are essential for the efficient operation of the District. Currently, the District's procurement process lacks a standardized framework for handling repetitive and large-scale procurement needs, which can lead to inefficiencies and inconsistent practices.

The Policy will formalize the current District practice of utilizing Master Agreements and Task Orders. Master Agreements establish pre-negotiated terms and conditions with vendors, while Task Orders detail specific projects or tasks under these agreements. This approach allows for quicker response times, better vendor relationships, and improved budget management. Master Agreements and Task Orders are mostly used with professional and consulting services vendors (i.e., accounting, architectural, engineering, etc.)

Street Lights

#### **Key Features of the Policy**

- Establishment of purchasing agent procurement limitations and contract authorization.
- Defined procurement processes with segregation by public works and non-public works projects.
- Master Agreements: Establish overarching terms and conditions for goods and services with selected vendors.
- Task Orders: Issue detailed, project-specific work orders under the Master Agreements, defining the scope, schedule, deliverables, and pricing for each task.
- Streamlined Process: Simplifies and speeds up procurement by clearly defining procurement requirements based on legal and monetary considerations.
- Compliance and Monitoring: Ensures adherence to legal requirements and includes provisions for performance monitoring and regular reporting.

#### Benefits

Adopting this Procurement Policy will offer several benefits:

- Efficiency: Reduces administrative workload and expedites the procurement process.
- Transparency: Ensures clear and consistent procurement practices.
- Compliance: Aligns with legal and regulatory requirements.
- Fulfills procurement policy required for federal funded projects. (Uniform Guidance)
- Required Policy by Independent Auditors.
- Increased documentation and support.

#### **Timeline:**

For an Ordinance to be properly adopted, the District must adhere to the following criteria:

- 1. First and Second Reading of Draft Ordinance No less than 2 weeks apart.
- 2. Public Hearing (not a protest hearing) with a minimum 10-day notice period. Must notice public in Press Enterprise, on the District's website, and on the District's administrative office windows.
- 3. Requires a 30-day delayed effective date.

Based on the criteria above, staff is proposing the following Ordinance adoption timeline:

- Regular Board Meeting June 20, 2024 (1<sup>st</sup> Reading of Ordinance)
- Regular Board Meeting July 18, 2024 (2<sup>nd</sup> Reading of Ordinance and Public Hearing)
- Effective August 18, 2024

#### **RECOMMENDATION**:

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

1. Schedule a Public Hearing and Final Reading of Ordinance No. 2024-138 for the July 18, 2024, regular meeting of the Board of Directors of the Rubidoux Community Services District.

Respectfully, BRIAN R. LADDUSAW, CPA General Manager

Attach:

- 1. Draft Financial Policy Number 1040 'Procurement Policy'
- 2. Draft Ordinance No. 2024-138

POLICY TITLE: Procurement Policy POLICY NUMBER: 1040

#### **ARTICLE I. GENERAL**

1040.1 <u>Purpose</u>. This Procurement Policy applies to Rubidoux Community Services District (the District), and establishes standardized guidelines by which all District procurement, except for public works projects of \$25,000 or more, is to be conducted for the purpose of acquiring goods, supplies and equipment for the operations of the District in accordance with the State of California Government Code and contracting for public projects and consulting services in accordance with the State of California Public Contract Code and Uniform Public Construction Cost Accounting Act.

All purchases of goods, services and equipment to be paid for by the District must comply with the methods, authority and dollar limits set forth in this Procurement Policy.

This Procurement Policy does not apply to non-discretionary operating expenditures including, but not limited to, utilities, payroll, employee benefits, water purchases, election costs, insurance and payroll taxes.

This Purchasing Policy does not supersede statutory law in existence at the time the District enters into a contract for the purchase of goods, supplies and equipment. California statutes that govern such contracts shall control to the extent they conflict with this Procurement Policy.

Please see Exemption at 1040.3 for further discussion of public works projects.

1040.2 <u>Scope</u>. When Federal grant funds are involved in any procurement, the District follows both this Procurement Policy and the requirements of Title 2-Grants and Agreements of the Code of Federal Regulations, Part 200 (2 CFR, Part 200). Please see 2 CFR, Part 200 (also known as Uniform Guidance) under Article 4: Uniform Guidance of this Procurement Policy.

All purchases of goods, including materials, equipment, supplies, and services, except public works projects of \$25,000 or more, shall adhere to the guidelines, authority, and dollar limits of this Purchasing Policy.

1040.3 <u>Exemption</u>. Public works contracts involving District expenditures of \$25,000 or more, shall be governed by Public Contract Code Section 20682, et seq. which states community service district contracts for materials and supplies for the construction or completion of any building, structure, or improvement, when the cost exceeds twenty-five thousand dollars (\$25,000), shall be contracted for and let to the lowest responsible bidder after notice. If two or more bids are the same and the lowest, the district board may accept the one it chooses.

1040.3.1 At its discretion, the board of directors may reject any bids presented and readvertise.

- 1040.3.2 In the case of an emergency, the board of directors may act pursuant to Chapter 2.5 (commencing with Section 22050).
- 1040.3.3 The board of directors may, subject to Chapter 5 (commencing with Section 9550) of Title 3 of Part 6 of Division 4 of the Civil Code, require the posting of those bonds it deems desirable as a condition to the filing of a bid or the letting of a contract.
- 1040.3.4 Additional information on public works regulations can be found in the Public Contract Code Section 20680 to 20685.5 and in the California Department of Industrial Relations website.
- 1040.4 Public Project. "Public project" is as defined in Chapter 2, Section 22002 of the Public Contract Code:

# Note: For purposes of this Procurement Policy, "facility" means any plant, building, structure, ground facility, utility system, subject to the limitation found in the Public Contract Code.

- a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- b) Painting or repainting of any publicly owned, leased, or operated facility.
- c) In the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.
- 1040.4.1 "Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:
  - a) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
  - b) Minor repainting.
  - c) Resurfacing of streets and highways at less than one inch.
  - d) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
  - e) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.
- 1040.4.2 If project is valued at over \$1,000, the status as a public work triggers prevailing wage request. Governed by the California Labor Code, specifically sections 1720-1861.

1040.5 <u>Principles</u>. The District maintains the following principles to ensure sound business practices and a continuous supply of quality goods and services to the District at the best value while promoting long-term, ethical relationships with vendors:

- a) Ensure the continuous supply of materials, supplies and equipment as needed.
- b) Develop reliable alternate sources of supply to meet District requirements.
- c) Purchase proper goods and services at the best value without sacrificing the quality needed.
- d) Resolve complaints on all purchased goods and services through equitable solutions.
- e) Handle with confidentiality all proprietary information submitted by vendors.
- f) Comply with all applicable laws without qualification or evasion.
- g) Guard against the misappropriation of assets and inventories.
- Comply as needed with Federal procurement regulations to ensure retention of all Federal grants which the District may receive.
- i) Provide the best value through effective Procurement Policy and practice.
- i) Maintain public confidence in the Procurement Policy of the District.
- k) Ensure the fair and equitable treatment of all who deal with the procurement system of the District.
- I) Provide increased economy in District procurement activities through broad based competition.
- m) Provide safeguards for the maintenance of the procurement system.
- n) Provide for effective outreach to all disadvantaged businesses.
- o) Encourage the maximum use of recycled materials where possible.

Title	Procurement Limit	Contract Authority
General Manager*	Up to \$75,000	\$75,001 and over with Board authorization Up to \$75,000 without Board
Assistant General Manager*	Up to \$50,000	Authorization Up to \$50,000 without Board Authorization
Director of Engineering	Up to \$25,000	Up to \$25,000 without Board Authorization
Director of Finance and Admin	Up to \$25,000	Up to \$25,000 without Board Authorization
Director of Operations	Up to \$25,000	Up to \$25,000 without Board Authorization
Customer Service/Accounts Payable Manager	Up to \$5,000	None
Senior Systems Operator I	Up to \$5,000	None
Senior Systems Operator II	Up to \$5,000	None

1040.6 Purchasing Agents. Procurement limits and contract signing authority are listed below.

\*The Assistant General Manager has approval authority to the General Manager's dollar limit in the absence of the General Manager.

The General Manager is authorized to make purchases and enter into contracts on behalf of the District up to a specified financial limit as determined by the Board of Directors. The General Manager may voluntarily elect to forgo their purchasing authority and delegate the approval of certain purchases to the Board of Directors. This ensures transparency and enhances oversight in the procurement process.

- a) Discretionary Decision: The General Manager may, at their discretion, decide to delegate their purchasing authority to ensure greater transparency or to manage conflict of interest situations.
- b) Specific Transactions: The General Manager may opt to delegate authority for specific transactions or categories of transactions that they believe require additional oversight.
- c) Temporary Circumstances: In circumstances where the General Manager is unavailable or believes that Board approval is in the best interest of the District, they may delegate their authority temporarily.
- 1040.7 <u>Purchasing Agent Duties</u>. The purchasing agent shall have the authority to:
  - a) Purchase or contract for supplies, equipment, maintenance services, or public projects in accordance with the Procurement Policy detailed in this directive;

- b) Procure quality supplies, equipment, and services for maintenance and public projects at the least expense to the District;
- c) Obtain as full and open competition as possible on all purchases and contracts;
- d) Keep informed of the current developments in the field of purchasing and contract administration as well as prices, market conditions and new products;
- e) Maintain reasonably necessary forms for the administration and operation of adhering to the procedures detailed in this directive;
- f) Supervise the regular inspection of all supplies and equipment for adequacies in their intended use;
- g) Obtain chemical and physical tests of samples submitted with bids which are necessary to determine their quality and conformance with specifications, where the cost may be covered by the District, or the District may order the cost be covered by the bidder;
- h) Recommend the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment that cannot be used by the District;
- i) Maintain bidders list, contractors list, local business preference list, current vendor list and other related records required to perform the duties of the purchasing function.

#### **ARTICLE 2. PURCHASE METHODS**

#### 1040.8 Purchase Methods (Purchases shall be made using one of these methods):

- 1. Purchase Order and Revised Purchase Order
- 2. Check Request (payments not associated with a Purchase Order)
- 3. Invoice
- 4. District Credit Card
- 5. Petty Cash

1040.9 <u>Purchase Order</u>. The Purchase Order is the preferred method for making purchases. The Purchase Order authorizes an encumbrance of District funds and communicates to a vendor the District's intention to order goods and services.

A Purchase Order issued by the District is the authorization for a vendor to accept an order and deliver the requested goods and/or services. The Purchase Order identifies services or material descriptions, quantities, prices, discounts, payment terms, dates of services or material delivery (as needed), and recognizes a specific vendor associated with the transaction.

When a Purchase Order is accepted by the vendor, the Purchase Order becomes a contract binding the District and the Vendor to the terms and conditions set forth on the front and reverse sides of the Purchase Order.

1040.10 <u>Revised Purchase Order</u>. A Purchase Order may be revised as needed in order to modify the original Purchase Order. The revision(s) may be to increase or decrease the dollar value of the Purchase Order. Or it may be to change the Buyer, change the general ledger coding, or various other possible changes. A revised purchase order must be approved by the appropriate authority level based on the total cost of the goods, services, or content (original Purchase Order plus the revision amount or any change in scope of work).

1040.11 <u>Invoice</u>. All invoices for purchases of goods and services shall be preceded by a Purchase Order. However, for certain standard operating expenses, the invoice may be the sole document used to authorize the expenditure. When practical, a Credit Card or Check Request shall be completed for such payments. Examples of standard operating expenses that may not be preceded by a Purchase Order include, but are not limited to, the following:

- a) Inter-agency billings
- b) Utility services (including water purchases)
- c) Debt service obligations
- d) Certain legal fees
- e) Subscriptions and subscription renewals
- f) Membership dues
- g) Permits
- h) Employee reimbursements
- i) Petty cash requests
- j) Court-ordered payments
- k) Insurance premiums
- I) District benefit payments (CalPERS, payroll taxes, insurance, etc.)
- m) Customer refunds
- n) Retiree payments

In most other instances, a single invoice or invoices without a preceding Purchase Order is generally not permitted for making purchases (goods may be returned to the vendor and services may be cancelled) for the following reasons:

- a) Accountability: Obligates the District to costs without obtaining prior approval.
- b) Fiscal integrity: The District's inability to encumber funds may negatively affect the balance of the fiscal budget.
- c) Risk: Invoice transactions without a District Purchase Order do not protect the District from various risks.

1040.12 <u>Encumbrance of Funds</u>. The purchasing agent is only authorized to procure supplies, equipment, and contracts for maintenance or public project services for which there is an unencumbered appropriation available to be charged.

A Purchase Order designates a dollar amount to be encumbered on the general ledger for the costs of procuring the goods or services.

An encumbrance does not result in the recognition of an expenditure. It simply obligates or "reserves" a portion of an unexpended budget for the purpose of paying a liability when the related goods are received or services are rendered.

1040.13 <u>District Contracts</u>. A District contract is required for Service Purchase Orders of \$25,000 or more in order to minimize risks to the District, and to document rates, terms, etc. that are agreed to by the vendor and the District. Generally, if a District contract is created it will be accompanied by a Purchase Order. In the event the terms of the Purchase Order conflict with the terms of the District contract, the terms of the District contract shall prevail.

- 1040.13.1 <u>Master Agreement:</u> A contract with a vendor that defines the general terms and conditions under which specific work or services will be performed. It does not specify the exact scope of work or quantity of services but sets a framework for future task orders. Master Agreements must be reviewed and approved by the appropriate authority within the District.
- 1040.13.1 <u>Task Order:</u> A document issued under a Master Agreement that specifies the details of a particular task or project, including scope of work, schedule, deliverables, and pricing. Task Orders must be reviewed and approved by the appropriate authority within the District.

1040.14 <u>Vendor Contracts</u>. The use of a vendor contract does not meet the District's determination of a best management practice; therefore, use of a vendor contract is discouraged. However, where necessity requires the use of a vendor contract, such terms and conditions shall not contradict the objective and goals of the District. District staff shall review and approve the vendor's contracts terms and conditions prior to proceeding with a purchase transaction where a vendor contract is used.

1040.15 <u>Staging of Purchases</u>. Staging purchases and contracts into smaller units for the purposes of evading competitive bidding procedures in this directive is explicitly prohibited.

#### **ARTICLE 3. PURCHASE ORDER**

1040.16 <u>Purchase Order Requisition Process for Goods, Supplies, Equipment.</u> (for public works procurement of \$25,000 or less and non-public works procurement of \$250,000 or less).

#### NOTE - for public works procurement of \$25,000 or more, please see 1040.3 Exemption in this Procurement Policy.

#### For non-public works procurement of more than \$250,000, please see 2 CFR, Part 200 under Article 4: Uniform Guidance.

1	The Purchasing Agent shall obtain quote(s) as required by the dollar value of the purchase (refer to section 1040.18) and select the vendor offering goods or services which offers the best value to the District.
2	If the vendor is new, or an existing vendor has updated information, Purchasing Agent shall obtain the vendor's information required for a completed vendor setup in the Districts accounts payable module and provide to the Customer Service/Accounts Payable Manager.
3	If required quotes cannot be obtained or a unique or specific vendor is required for executing the purchase, the Purchasing Agent shall complete a Sole/Single Source Justification Form to include as supporting documentation. (See Sole/Single Source Justification Form Attachment)
4	The Purchasing Agent shall verify budget funds are available for the purchase. If budget funds are not available, Purchasing Agent shall utilize the necessary District policy for a budget amendment.
5	The Purchasing Agent shall deliver to the Director of Finance and Admin the quote(s) obtained, vendor information, and Sole/Single Source Justification Form, if applicable. Upon successful review, the Finance Department releases the approval in accordance with Purchasing Agent's approved procurement limit.

1040.17 <u>Vendor Quote(s)</u>. Vendor quote(s) are required prior to submitting a Purchase Order. The District distinguishes between two different types of quotes:

- 1040.17.1 <u>Informal quote(s)</u>. An offer casually communicated through a telephone conversation, email, or other convenient documentation. Verbal conversations shall be documented and shall include the name of the vendor, the vendor contact that provided the quote, and the date the quote was provided.
- 1040.17.2 <u>Formal quote(s)</u>. An official offer letter on the vendor's business letterhead (or equivalent). The formal quote can be communicated electronically via email or in hard copy form. An email shall qualify as a formal quote if the vendor name, salesperson name (if applicable) and date are included in the email. A formal quote is the preferred method of documenting a quotation whenever Federal grant funds, including Federal Emergency Management Agency (FEMA) funded projects are involved.

1040.18 <u>Price quotations for non-public works procurement(s)</u>. Price quotations for non-public works procurement shall be obtained by the Purchasing Agent or the Purchasing Agent's designee in accordance with the following:

- 1040.18.1 **Purchases of \$10,000 or less:** If the District considers the price to be reasonable, one informal quote is required. The quote shall be scanned and attached to the requisition. A formal quote is not required. Note these procurement requirements are comparable to Federal requirements per 2 CFR, Part 200.320 and 2 CFR, Part 200.67.
- 1040.18.2 **Purchases greater than \$10,000, up to \$50,000**: Require three informal quotes scanned and attached to the Requisition.
- 1040.18.3 Purchases greater than \$50,000 up to \$250,000: Require three formal quotes scanned and attached to the Requisition. Note these procurement requirements are comparable to Federal requirements per 2 CFR, Part 200.320 and 2 CFR, Part 200.88.
- 1040.18.4 **Purchases greater than \$250,000**: Shall comply with 2 CFR, Part 200 (Uniform Guidance) procurement methods consistent with either sealed bids, competitive proposals, or non-competitive proposals as described in this Procurement Policy in 2 CFR, Part 200, section 320 Methods of Procurement to be followed, refer to section 1040.25.

Vendor selection for non-public works procurement up to \$250,000 shall be based upon the vendor's ability to provide goods or services to the District at the best value as required by the needs of the District.

1040.19 <u>Purchase Order Requisition Process for Professional and Consulting Services.</u> (Accounting, Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying, and Construction Management Services)

Note: If any of the services described in the section are to be funded with Federal funds, the District will utilize the procurement method as required by the funding source.

- 1040.19.1 <u>Purchases of \$10,000 or less</u>: If the District considers the price to be reasonable, one informal quote is required. The quote shall be scanned and attached to the requisition. A formal quote is not required. Note these procurement requirements are comparable to Federal requirements per 2 CFR, Part 200.320 and 2 CFR, Part 200.67.
- 1040.19.2 <u>Purchases greater than \$10,000, up to \$50,000</u>: Require three informal quotes scanned and attached to the Requisition.
- 1040.19.3 <u>Purchases greater than \$50,000 up to \$250,000</u>: Require three formal quotes scanned and attached to the Requisition. Note these procurement requirements are comparable to Federal requirements per 2 CFR, Part 200.320 and 2 CFR, Part 200.88.
- 1040.19.4 **Purchases greater than \$250,000**: Shall comply with 2 CFR, Part 200 (Uniform Guidance) procurement methods consistent with either sealed bids, competitive proposals, or non-

competitive proposals as described in this Procurement Policy in 2 CFR, Part 200, section 320 Methods of Procurement to be followed, refer to section 1040.19.

Vendor selection for non-public works procurement up to \$250,000 shall be based upon the vendor's ability to provide services to the District at the best value as required by the needs of the District.

1040.20 <u>Best Value Determination</u>. The value of procured goods or services may be described as a comparison of costs and benefits. Best value may not be simply the lowest purchase price of goods or services. Compare all the costs to purchase, use, and perhaps dispose of goods or services, against all the benefits from the good or services received and how they are used. Comparisons of costs and benefits may also be described as comparisons of strengths and weaknesses, pros and cons, and risks and rewards.

1040.20.1 Example costs that may contribute to an overall best value determination:

- a) Purchase price including shipping and other related costs.
- b) Financing charges.
- c) Personnel time conducting the procurement.
- d) Personnel time tracking and processing vendor payments.
- e) Possible disposal fees.
- f) Possible mitigation costs in dealing with an unknown vendor.
- g) Possible costs to remedy poor outcomes.

1040.20.2 Example benefits that may contribute to an overall best value determination:

- a) Added services at no additional cost.
- b) Material and goods with no toxic ingredients and/or are environmentally friendly.
- c) Market-leading material or goods likely to be maintainable and/or upgradeable for longer time (less obsolescence).
- d) Vendor with track record of price stability and product availability.
- e) Vendor with track record of effectively delivering desired service outcomes.

- 1040.20.3 If a procurement choice is made that is not the lowest purchase price alternative, a written Best Value Determination shall be created and signed by the Purchasing Agent. This written explanation shall accompany the Requisition or Purchase Order.
- 1040.20.4 Please note when the District is using any Federal funds for a procurement, the "Best Value Determination", described above, may not be accepted by the funding Federal agency. This is particularly the case with any funding from the FEMA Public Assistance program. The District's use of "Best Value Determination" shall be limited to purchases below the Federal Simplified Acquisition Threshold of \$250,000 as per 2 CFR, Part 200.320.

1040.21 <u>Sole and Single Source Purchases.</u> A sole source purchase is any acquisition which restricts the District to one vendor or one brand. A single source purchase is a purchase of goods or services without competitive bids/proposals for which there might be an alternative source available, but for which it would not be feasible, practical, or cost-effective to seek competitive proposals. The District may make a sole or single source purchase if it is not practicable to obtain competitive quotes due to any of the following circumstances:

- a) Exigent or emergency purchase.
- b) Technical support agreements exist and restrict the District to a single vendor.
- c) Vendor is uniquely qualified to provide the product or service.
- d) Item is a component or replacement part for which there is no commercially available substitute, and which can be purchased only from the manufacturer or authorized distributor.
- e) The District has a compelling and valid interest in selecting a particular vendor.
- 1040.21.1 When the District is using any Federal funds for procurement, a sole or single source procurement, as described above may not be accepted by the Federal funding agency. This is particularly the case with any funding from the FEMA Public Assistance program. Additional sole or single source documentation is required by Federal Regulations 2 CFR, Part 200 as described beginning under Article 4: Uniform Guidance in this Procurement Policy.

#### Sole and Single Source Purchase Process

1	The Purchasing Agent shall complete a Sole/Single Source Justification Form. (See Sole/Single Source Justification Form Attachment).
2	The Purchasing Agent shall attach to the completed Sole/Single Source Justification Form all supporting documents to justify the request.
3	The Purchasing Agent shall obtain a signature approval from the appropriate Director of the Department.

	Upon receipt of app	roval signatur	e, the	Purcha	sing	Agent shall	forward the	completed
4	Sole/Single Source	Justification	Form,	with	all	supporting	documents,	Customer
	Service/Accounts Pay	able Manager						

1040.22 <u>Change Order(s)</u> From time to time, the District may find it necessary to issue changes to contracts for capital projects. Such changes are known as Change Orders and may involve alterations, deviations, modifications, additions to, or deletions from the plans and specifications as may be deemed by the District to be necessary or advisable for the proper completion of a capital project.

Please note that if any Change Order causes the capital project budget to exceed a previous Board of Directors approved capital budget amount, the revised capital budget shall be presented to the Board for re-approval.

- 1040.22.1 Change Orders are not allowed to provide for a change in work which would be considered outside of the scope of work contemplated by the capital project, which would therefore constitute a different or new capital project.
- 1040.22.2 Change Orders shall be in writing, shall specify the work to be done in connection with the change(s) made, shall document an adjustment of contract time (if any), and shall document the basis of compensation for the change made.
- 1040.22.3 No change in the work performed under a capital project contract shall be made without approval of the District by way of a written Change Order. The provisions of the bid documents and the contract shall apply to all Change Orders with the same effect as if originally embodied in the bid documents and contract. The amount of the increase or decrease in the contract price resulting from a Change Order, if any, shall be determined in the sole discretion of the District.
- 1040.22.4 Any Change Order which would increase the total cost of a project to more than the Federal Simplified Acquisition Threshold (currently \$250,000), shall be required to be approved by the District's Board of Directors.
- 1040.22.5 Change Order approval authority is determined by the District's Board of Directors and delegated by the General Manager according to functional responsibility within the District. Please see section (1040.5 Purchasing Agents), for the current District Change Order approval levels as of the date authorized by the General Manager. Change Orders that exceed the General Manager's authority are subject to approval by the Board of Directors.

1040.23 <u>Check Request</u> A Check Request is used to issue a check payable to a vendor. The vendor should provide a formal invoice or acceptable equivalent (for example, a bid or quote on vendor letterhead). Typically, a Check Request is appropriate when a vendor will not accept a Purchase Order, and when at least one of the following conditions exist:

a) A vendor requires payment prior to the District receiving the purchased goods or services, or

b) The purchase amount exceeds petty cash limits.

#### **Check Request Process**

1	The Buyer shall determine if the vendor will accept a Purchase Order. If not, a Check Request is appropriate if at least one of the conditions to require a Check Request are met.
2	The Buyer shall obtain approval signatures in accordance with Purchasing Authority Levels.
3	Upon receipt of approval signatures, the Buyer shall forward the all supporting documents attached, to Accounts Payable for check processing.

1040.24 <u>District Credit Card.</u> The General Manager, Assistant General Manager, and Directors have been designated to be District Cardholders, and a valid District need shall be established. Use of District credit cards shall be restricted to District-related purchases only and uses shall follow the guidelines as stated in the Rubidoux Community Services District Credit Card Policy.

#### **ARTICLE 4: UNIFORM GUIDANCE**

1040.25 <u>2 CFR, Part 200, Section 318 General Procurement Standards</u>. General Manager or designee authority. Except as otherwise provided in this Procurement Policy, the General Manager or designee may adopt operational procedures consistent with this Procurement Policy governing the procurement and management of all materials, supplies, services, and construction to be procured by the District. The General Manager or designee shall serve as the central procurement and contracting authority of the District. Except as otherwise provided in this code, the General Manager or designee shall:

- a) Procure or supervise the procurement of all materials, services and construction needed by the District and establish the methods and procedures necessary for the proper and efficient functioning of the procurement program.
- b) Establish guidelines for the management of all inventories of materials belonging to the District.
- c) Sell, trade or otherwise dispose of surplus materials belonging to the District in accordance with the provisions of this Procurement Policy.
- d) Prepare, issue, revise, maintain, and monitor the use of specifications for materials, services and construction required by the District.
- e) Furnish the Board of Directors with such reports and information as the Board may require.
- 1040.25.1 The General Manager may delegate procurement authority to designees or to any using department or official of the District. The General Manager or designee may determine in writing that noncompliance with any provision of this Procurement Policy is not substantial and may allow for correction or may waive minor informalities or irregularities. The basis for the decision shall be included in the determination. The General Manager or designee, in

accordance with this Procurement Policy, shall have the authority to award contracts not exceeding the amounts define within the listed, Purchasing Authority Levels. Contracts exceeding management authority shall be executed by the General Manager or designee following approval by the Board of Directors of the District.

- 1040.25.2 The General Manager or designee is entitled to audit the books and records of a contractor, consultant or any subcontractor or sub consultant under any contract or subcontract to the extent that the books and records pertain to the terms, conditions, and specifications as they relate to the performance of the contract or subcontract. Except in cases where the Board of Directors has retained authority, no purchase of services, supplies and equipment by any person other than the General Manager, the Assistant General Manager, or District employees directed by individuals in these positions, shall be binding upon the District or constitute lawful charge against District funds.
- 1040.25.3 This Procurement Policy sets forth the Procurement Standards of Conduct for all procurement by the District and its employees, officers or agents.
- 1040.25.4 No employee, officer, or agent shall participate in the selection, award, or administration of any contract if he or she has a real or apparent conflict of interest.
- 1040.25.5 The General Manager or designee shall purchase only sufficient quantities to meet the needs of the District and shall not unnecessarily purchase excess goods or services beyond the prudent and normal levels to maintain good working order of the District.
- 1040.25.6 The General Manager or designee shall consider consolidating or breaking out procurements to obtain more economical purchases when the situation allows.
- 1040.25.7 The General Manager or designee, where appropriate, shall make an analysis of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach to a procurement.
- 1040.25.8 The General Manager or designee may enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Note that FEMA will closely scrutinize the District's use of cooperative purchasing programs and piggyback contracts. In addition, FEMA will disallow reimbursement for the use of out-of-state cooperative purchasing programs. Generally, the District's use of a California-based cooperative purchasing program or a piggyback contract shall be limited to purchases below the Federal Simplified Acquisition Threshold of \$250,000 as per 2 CFR, Part 200.320.
- 1040.25.9 When the District participates in an inter-governmental purchase agreement, it shall be with a full and active participation in the development of contract specifications; joint issuance of requests for bids, joint evaluation of those bids; and joint awarding of the contracts.

- 1040.25.10 The District shall not use out of state cooperative procurement agreements when the contract is funded in whole or in part with Federal funds.
- 1040.25.11 The General Manager or designee may authorize the use of Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- 1040.25.12 The General Manager or designee may use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is defined as a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- 1040.25.13 The District shall only award contracts to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.
- 1040.25.14 The General Manager or designee shall consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- 1040.25.15 The General Manager or designee shall maintain records sufficient to detail the history of procurement. For federally funded purchases, the procurement file shall consist of all documents related to the purchasing process and include both the winning and losing bids. For federally funded purchases, such records shall be retained for not less than three (3) years after the completion of the project. In the case of purchases funded under the FEMA Public Assistance program, all procurement records shall be retained for not less than three years after the final Public Assistance projects are all completed. These records shall include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- 1040.25.16 The General Manager or designee shall not authorize the use of Time and Materials contracts unless a determination that no other contract is suitable due to emergency or exigent circumstances. Such emergency or exigent circumstances shall be fully documented. A Time and Material type contract means a contract whose cost to a non-Federal entity is the sum of the actual cost of materials; and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Since this formula generates an open-ended contract price, a Time and Materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each Time and Materials contract shall set a ceiling price that the contractor exceeds at its own risk. For all Time and Materials contracts, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. Such oversight shall consist of on-site, active monitoring by a District employee or a third-party independent contractor. The Time and Materials contract monitor shall keep both written and photographic documentation of all work performed.

- 1040.25.17 The General Manager or designee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts.
- 1040.25.18 Contracts made by the District are not approved nor disapproved by either the State or Federal government unless there is a violation of State or Federal regulations.

1040.26 <u>2 CFR, Part 200, Section 319 Competition</u>. The General Manager or designee shall ensure that all procurement transactions are conducted in a manner providing full and open competition consistent with the standards of this section.

- 1040.26.1 In order to ensure objective contractor performance and eliminate unfair competitive advantage, any contractor that develops or drafts specifications, requirements, statements of work, and invitations for bids or requests for proposals shall be excluded from competing for any such procurements.
- 1040.26.2 The District shall not:
  - a) Place unreasonable requirements on firms in order for them to qualify to do business;
  - b) Require unnecessary experience and excessive bonding;
  - c) Permit noncompetitive pricing practices between firms or between affiliated companies;
  - d) Enter into noncompetitive contracts to consultants that are on retainer contracts;
  - e) Allow any other organizational conflicts of interest;
  - f) Specify only "Brand Name" product(s) instead of allowing an equal product to be offered and shall describe the performance or other relevant requirements of the procurement. Language such as "Brand Name product or equal" is acceptable and does not limit competition; and
  - g) Proscribe any other arbitrary action in the procurement process.
- 1040.26.3 For all contracts funded by a Federal grant, the District shall not use any local geographical preferences in the evaluation of bids or proposals, unless an applicable Federal statute expressly mandates or encourages a geographic preference.
- 1040.26.4 The previous section notwithstanding, when the District contracts for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its

application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

- 1040.26.5 The District shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured.
- 1040.26.6 These descriptions shall not, in competitive procurements, contain features which unduly restrict competition. The descriptions may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use.
- 1040.26.7 When possible, detailed product specifications shall be avoided.
- 1040.26.8 When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "Brand Name" or equivalent description may be used as a means to define the performance or other salient requirements of procurement.
- 1040.26.9 The specific features of the named Brand which shall be met by bids shall be clearly stated and identify all requirements which the bidders shall fulfill and all other factors to be used in evaluating bids or proposals.
- 1040.26.10 The District shall ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.
- 1040.26.11 The previous section notwithstanding, the District shall not preclude potential bidders from qualifying during the bid solicitation period.

1040.27 <u>2 CFR, Part 200, Section 320 Methods of Procurement to be Followed</u>. The District shall use one of the following methods of procurement any time when Federal grant funding is involved in a project. This applies to both disaster related grants under the FEMA Public Assistance program and any other Federal grants.

- a) Purchases may be made by Micro-Purchase, which is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$10,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the District shall distribute Micro-Purchases equitably among qualified suppliers, including women owned, minority owned and other qualified disadvantaged businesses. Micro-Purchases may be awarded without soliciting competitive quotations if the District considers the price to be reasonable.
- b) The District defines small purchases as those over the Micro Purchase limit of \$10,000, but up to the Federal Simplified Acquisition Threshold of \$250,000. The District shall adjust these purchase limits to conform with 2 CFR, Part 200 as it may be amended from time to time. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Federal Simplified Acquisition Threshold

of \$250,000. Using the small purchase procedures, the District shall solicit and properly document at least three (3) bids, quotations, or published rate sheets for all purchases over the Micro Purchase limit of \$10,000.

- c) For all purchases over \$250,000 or any purchase for less than \$250,000 which may exceed \$250,000 when change orders are likely, the District shall use a formal (advertised) sealed bid process. Formal bids shall be publicly solicited and a firm fixed price contract (lump sum or unit price) shall be awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The formal sealed bid method of purchasing shall be used when:
  - a) A complete, adequate, and realistic specification or purchase description is available;
  - b) Three (3) or more responsible bidders are willing and able to compete effectively for the business; and
  - c) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- 1040.27.1 The use of PlanetBids, or similar e-Procurement systems shall satisfy the "publicly advertised" requirement which follows. The District shall apply the following conditions for sealed bids:
  - The invitation for bids shall be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
  - b) The invitation for bids, shall include any specifications and pertinent attachments, and shall define the items or services in order for the bidder to properly respond;
  - c) All bids shall be publicly opened at the time and place prescribed in the invitation for bids;
  - d) The District shall award a firm fixed price contract in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. The District shall only use payment discounts to determine the low bid when prior experience indicates that such discounts are usually taken advantage of;
  - e) The District shall reserve the right to reject any or all bids when there is a sound documented reason.
- 1040.27.2 The District may use the technique of competitive proposals when three (3) or more sources submit an offer, and either a fixed price or cost reimbursement type contract is awarded. If competitive proposals are used, the following requirements apply:

- a) Requests for proposals are publicized and identify all evaluation factors and their relative importance; and
- b) Any response to publicized requests for proposals shall be considered to the maximum extent practical; and
- c) Proposals are received from an adequate number of qualified sources, and
- d) The District uses a written method for conducting technical evaluations of the proposals received and for selecting recipients; and
- e) The contract is awarded to the responsible firm whose proposal is most advantageous to the District, with price and other factors considered;
- 1040.27.2.1 The District shall only use competitive proposals where price is not one of the determining factors only for architectural and engineering contracts, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.
- 1040.27.2.2 The District shall not use competitive proposals where price is not one of the determining factors for any other contractual service, except for architectural or engineering services, even though the contractor may be an architectural or engineering firm.
- 1040.27.3 Procurement by noncompetitive proposals is procurement through solicitation of a proposal from an insufficient number of sources and may be used only when one or more of the following circumstances apply:
  - a) The item is available only from a single source; or
  - b) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; or
  - c) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
  - d) After solicitation of a number of sources, competition is determined inadequate.
- 1040.19.4 In the event of any conflicts: 2 CFR, Part 200 shall prevail if any conflict occurs between this Procurement Policy and State of California procurement laws and regulations.

1040.28 <u>2 CFR, Part 200, Section 321 Contracting with Small and Minority Businesses. Women's Business</u> <u>Enterprises, and Labor Surplus Area Firms</u>. It is the policy of the District to solicit business with women owned, minority owned and labor surplus area firms when possible.

- 1040.28.1 The District shall regularly place qualified small and minority businesses and women's business enterprises on solicitation lists;
- 1040.28.2 The District shall assure that small and minority businesses, and women's business enterprises are solicited when they are potential sources;
- 1040.28.3 The District shall, when economically feasible, divide total requirements, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 1040.28.4 The District shall establish delivery schedules, where the requirement permits, to encourage participation by small and minority businesses, and women's business enterprises;
- 1040.28.5 The District shall use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 1040.28.6 The District shall require the prime contractor, if subcontracts are to be let, to take the affirmative steps as listed in 2 CFR, Part 200, section 321.

1040.29 <u>2 CFR, Part 200, Section 322 Domestic Preferences for Procurement</u>. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

1040.30 <u>2 CFR, Part 200, Section 323 Procurement of Recovered Materials</u>. The District shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Following the requirements of Section 6002 of the Solid Waste Disposal Act, the District shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procure solid waste management services in a manner that maximizes energy and resource recovery; and establish an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1040.31 <u>2 CFR, Part 200, Section 324 Contract Cost and Price</u>. For all projects with Federal funding, the District shall perform a cost or price analysis in connection with every procurement action in excess of the Federal Simplified Acquisition Threshold of \$250,000, including contract modifications. The District shall make independent cost estimates before receiving bids or proposals. The District shall negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. The cost or price analysis shall consider the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

- 1040.31.1 The costs or prices which are based on estimated costs for contracts under a Federal grant are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable under 2 CFR, Part 200, sections 200.400 through 200.475.
- 1040.31.2 The District complies with Federal cost principles as per 2 CFR, Part 200, Subpart E Cost Principles (sections 200.400 to 200.475).
- 1040.31.3 The District shall not use cost plus a percentage of cost and percentage of construction cost methods of contracting on any Federal grant-funded projects.

1040.32 <u>2 CFR, Part 200, Section 325 Federal Awarding Agency or Pass-Through Entity Review</u>. Upon request of the State of California, the District shall make available, the technical specifications on proposed procurements where the State believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. Such review, if requested, generally shall take place prior to the time the specification is incorporated into a solicitation document. However, if the District desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase. The District shall make available upon request by the State of California for a pre-procurement review, procurement documents (such as requests for proposals or invitations for bids), or independent cost estimates, if:

a) The District's Procurement Policy or operation fail to comply with the procurement standards in this Part;

- b) The procurement is expected to exceed the Federal Simplified Acquisition Threshold of \$250,000 and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- c) The procurement is expected to exceed the Federal Simplified Acquisition Threshold of \$250,000 and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- d) The proposed contract is more than the Federal Simplified Acquisition Threshold of \$250,000 and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- e) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Federal Simplified Acquisition Threshold of \$250,000.
- 1040.32.1 The District is exempt from the pre-procurement review of this section if the State of California determines that the procurement systems comply with the standards of this part.
- 1040.32.2 The General Manager or designee may self-certify the District's procurement system. However, such self-certification does not limit the Federal awarding agency's right to survey the system.
- 1040.32.3 This Procurement Policy cites the specific policies, procedures, regulations, and standards as following these requirements and the policies and procedures are available for review.

1040.33 <u>2 CFR, Part 200, Section 326 Bonding Requirements</u>. When Federal grant funding is used for construction or facility improvement contracts or subcontracts exceeding the Federal Simplified Acquisition Threshold of \$250,000, the District shall follow the following bonding requirements to adequately protect the Federal interest:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

1040.34 <u>2 CFR, Part 200, Section 327 Contract Provisions</u>. In all procurements involving Federal grant funding, the District shall comply with 2 CFR, Part 200, section 327.

- 1040.34.1 <u>Legal and Contractual Remedies</u>. Contracts for more than the Federal Simplified Acquisition Threshold of \$250,000, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 1040.34.2 <u>Termination for Cause</u>. All contracts in excess of \$10,000 shall address termination for cause and for convenience by the District including the manner by which it shall be effected and the basis for settlement, as set forth in the contract.
- 1040.34.3 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60 1.3 shall include the equal opportunity clause provided under 41 CFR 60 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR Part, 1964 1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. In cases where the Davis-Bacon act does apply, then, in accordance with the statute, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition:
  - a) Contractors shall be required to pay wages not less than once a week
  - b) The non-Federal entity shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.
  - c) The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination.
  - d) The non-Federal entity shall report all suspected or reported violations to the Federal awarding agency.
- 1040.34.4 <u>Copeland Anti-Kickback</u>. For all procurements made with Federal grant funding, the District shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). The District and each contractor are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The District shall report all suspected or reported violations to the Federal awarding agency.
- 1040.34.5 <u>Contract Work Hours and Safety Standards Act</u>. On all procurements made with Federal grant funds in excess of \$100,000, the District shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of

the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 1040.34.6 <u>Rights to Inventions Made Under a Contract or Agreement</u>. If a Federal grant meets the definition of "funding agreement" under 37 CFR Section 401.2 (a) and the District wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the District shall comply with the requirements of 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.
- 1040.34.7 <u>Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended</u>. For Federally funded grant contracts in excess of \$150,000 the District shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. The District shall report violations to the Federal awarding agency and the Regional Office of the EPA. For all Federally funded grant contracts in excess of the Federal Simplified Acquisition Threshold of \$250,000, the District shall follow the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 1040.34.8 <u>Debarment and Suspension (Executive Orders 12549 and 12689)</u>. The District shall not make contract awards to any parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension.
- 1040.34.9 <u>Byrd Anti-Lobbying Amendment</u>. In compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award of \$100,000 or more shall file the required certifications. Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

#### ARTICLE 5: PROCUREMENT STANDARD OF CONDUCT

1040.35 <u>Procurement Standards of Conduct</u>. It is essential that the District personnel and stakeholders involved in the procurement process adhere to a well-defined and established code of ethics.

Definition: Ethical procurement prohibits breach of the public's trust by discouraging a public employee from attempting to realize personal gain through conduct inconsistent with the proper discharge of the employee's duties.

- 1040.35.1 <u>Conflict of Interest.</u> The District personnel and stakeholders involved in the procurement process shall:
  - a) Avoid any private or professional activity that would create a conflict of interest or the appearance of impropriety.
  - b) Avoid engaging in personal business with any supplier representative or similar person.
  - c) Avoid lending money to or borrowing money from any supplier.
  - d) Avoid any and all potential for nepotism.
  - e) Avoid any inappropriate overlap of duties in the procurement process.
  - f) Safeguard the procurement process from political or outside influence.
- 1040.35.2 <u>Conduct with Suppliers</u>. Business dealings with suppliers must be fair and transparent. The District personnel and stakeholders shall:
  - a) Refrain from showing favoritism or being influenced by suppliers through the acceptance of gifts, gratuities, loans or favors.
  - b) Safeguard supplier confidentiality.
  - c) Refrain from requiring suppliers to pay to be included on an approved or preferred supplier list.
  - d) Refrain from requesting donations of goods or services to the public entity.
  - e) Select suppliers on the basis of meeting appropriate and fair criteria.
  - f) Discourage the arbitrary or unfair use of purchasing leverage or influence when dealing with suppliers.

- g) Avoid the exertion of undue influence or abuses of power.
- h) Treat all suppliers fair and equal.
- 1040.35.3 <u>Corruption</u>. District personnel and stakeholders who become aware of any corrupt activity have a duty to the District to alert their senior management and/or elected officials. Forms of bribery or corruption may include, but are not limited to:
  - a) Bribery is the offering, promising, giving, authorizing or accepting of any undue financial or other advantage to, by or for any persons associated with the procurement process, or for anyone else in order to obtain or retain a business or other improper advantage. Bribery may include (i) kicking back a portion of a contract payment to government or other officials or to employees of the other contracting party, their close relatives, friends or business partners or (ii) using intermediaries such as agents, subcontractors, consultants or other third parties, to channel payments to government or other officials, or to employees of the contracting parties, their relatives, friends or business partners.
  - b) Extortion or Solicitation is the demanding of a bribe, whether or not coupled with a threat, if the demand is refused. District personnel and stakeholders will oppose any attempt of extortion or solicitation and are encouraged to report such attempts through available formal or informal reporting mechanisms.
  - c) Trading in Influence is the offering or solicitation of an undue advantage in order to exert an improper, real, or supposed influence.
  - d) Laundering the proceeds of the corrupt practices mentioned above is the concealing or disguising the illegitimate origin, source, location, disposition, movement, or ownership of property and/or money, knowing that such is the proceeds of crime.
  - e) Nepotism is the use of authority or influence to show favoritism to relatives or friends without merit.
- 1040.35.4 <u>Business Gifts and Hospitality.</u> The offer and receipt of business gifts and entertainment are sensitive areas for public employees, despite being recognized as standard private sector business practice.

#### **ORDINANCE NO. 2024-138**

#### AN ORDINANCE OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT AUTHORIZING THE ADOPTION OF FINANCIAL POLICY NUMBER 1040 'PROCUREMENT POLICY'

**WHEREAS**, the Rubidoux Community Services District ("District") recognizes the importance of establishing a comprehensive procurement policy to ensure efficient, equitable, and transparent procurement processes; and

WHEREAS, the District is committed to maximizing the value of public funds, complying with all applicable laws and regulations, and maintaining the highest standards of ethical conduct in its procurement activities; and

WHEREAS, it is in the best interest of the District to implement clear guidelines and procedures for the procurement of goods, services, and works to promote fairness, transparency, and accountability; and

WHEREAS, the District seeks to adopt a procurement policy that delineates the methods and procedures to be followed for various procurement activities, including informal and formal procurement, emergency procurement, requirements based on funding source, and sole source procurement; and

**WHEREAS**, the Board of Directors of the Rubidoux Community Services District has determined that it is necessary and appropriate to establish such a procurement policy by ordinance;

#### NOW THEREFORE BE IT ORDAINED AS FOLLOWS:

- 1. That the Foregoing recitals are true and correct.
- 2. Adoption of Financial Policy Number 1040 'Procurement Policy'.

Continued - Ordinance No. 2024-138, Page 2

3. Ordinance No. 2024-138 the above assessments shall take effect August 18, 2024.

**INTRODUCED** on the 20<sup>th</sup> day, June 2024, **ADOPTED AND APPROVED** on the 18<sup>th</sup> day, July 2024, upon the following roll call vote:

AYES:

NOES:

ABSENT:

**ABSTENTIONS:** 

John Skerbelis, President Rubidoux Community Services District

(SEAL)

Continued - Ordinance No. 2024-138, Page 3

ATTEST:

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

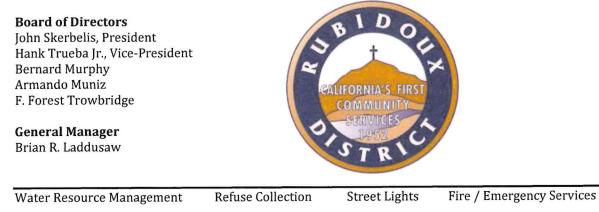
### APPROVED TO FORM AND CONTENT:

John R. Harper, District General Counsel

# 8. ACTION / DISCUSSION ITEMS (continued)

B. **DM 2024-55**: Consider Submitting a Ballot for the California Special Districts Association Board of Directors Seat A, Southern Network

# **Rubidoux Community Services District**



#### **DIRECTORS MEMORANDUM 2024-55**

June 20, 2024

Weed Abatement

- To: Rubidoux Community Services District Board of Directors
- Subject: Consider Submitting a Ballot for the California Special Districts Association Board of Directors Seat A, Southern Network

## BACKGROUND:

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

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

On February 5, 2024, District staff received correspondence from CSDA indicating CSDA's call for nominations for CSDA Board of Directors Seat A (Attachment 1).

CSDA governance involves a Board of Directors comprised of six networks with three seats for each network. The networks are geographic areas within the state of California. The District is in the Southern Network. The three representative Board of Director members for each network are on staggered three-year terms. Seat A for the Southern Network has an expiring term, thus the call by CSDA for nominations to fill this position. The seat is currently filled by Jo MacKenzie – Director of Vista Irrigation District. Included in the correspondence received from CSDA was her intention of running for re-election for Seat A, Southern Section. The other two

Southern Network Directors not currently up for re-election are Don Bartz – GM of Phelan Pinon Hills CSD, and Arlene Schafer – Board Vice-President of Costa Mesa Sanitary District.

For this election period, the Board of Directors ("Board") ultimately decided not to submit a nomination form on behalf of any of the Directors.

On June 10, 2024, the District was informed the election period has commenced. Voting will be conducted electronically (web-based online voting system). The District has until July 26, 2024, to submit a ballot. The ballot includes three candidates (Attachment 2).

The candidates are:

- A) Jo MacKenzie Director, Vista Irrigation District (Vista, CA)
- B) Jason Dafform General Manager, Valley Sanitary District (Indio, CA)
- C) Rodd Leja Director, Jurupa Area Recreation and Parks District (Jurupa Valley, CA)

All candidate information sheets, candidate statements, letters/emails of support for each candidate (if any) are included as Attachment 3.

Staff is making no recommendation to the Board with regards to the election but seeks direction as to the Board's preferred candidate, if any. Unlike the Local Agency Formation Commission Election where the Board has an opportunity to vote for one (1) or all candidates via a ranking system, the CSDA election only allows for one vote. Staff recommends the Board deliberate and select one candidate and direct the General Manager to electronically vote for the one candidate via the CSDA web-based online voting system.

#### **<u>RECOMMENDATION</u>**:

Staff recommends the Board of Directors consider the following:

- 1. Deliberate and select preferred candidate from ballot.
- 2. Direct the General Manager to submit the ballot based on the Board's preferred candidate.

Respectfully,

BRIAN R. LADDUSAW, CPA General Manager

Attachment(s):

- 1. CSDA Correspondence dtd February 5, 2024 CSDA Board of Directors Call for Nominations Seat A
- 2. 2024 Board of Directors Election Ballot Term 2025 2027; Seat A Southern Network
- 3. 2024 Nominees Candidate information sheets, candidate statements, letters/emails of support

	California Special Districts Association Districts Stronger Together
DATE:	February 5, 2024
TO:	CSDA Voting Member Presidents and General Managers
FROM:	CSDA Elections and Bylaws Committee
SUBJECT	: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS SEAT A

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2025 - 2027 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, professional development, and other resources for members. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

#### **Commitment and Expectations:**

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.

(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).

- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days held in the spring, and the CSDA Annual Conference - held in the fall. (CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.

(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).

Nomination Procedures: Any Regular Member district in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is April 10, 2024. Nominations and supporting documentation may be mailed or emailed.

Mail:1112 I Street, Suite 200, Sacramento, CA 95814Fax:916.442.7889E-mail:amberp@csda.net

# Once received, nominees will receive a candidate's letter. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on June 10, 2024. All votes must be received through the system no later than 5:00 p.m. July 26, 2024. The successful candidates will be notified no later than July 30, 2024. All selected Board Members will be introduced at the Annual Conference in Indian Wells, CA in September 2024.

#### Expiring Terms (See enclosed map for Network breakdown)

Northern Network	Seat A – Greg Orsini, Director, McKinleyville Community Services District*
Sierra Network	Seat A – Noelle Mattock, El Dorado Hills Community Services District*
<b>Bay Area Network</b>	Seat A – Chad Davisson, General Manager, Ironhouse Sanitary District*
Central Network	Seat A – Patrick Ostly, General Manager, North of River Sanitary District*
<b>Coastal Network</b>	Seat A – Elaine Magner, Director, Pleasant Valley Recreation & Park District*
Southern Network	Seat A – Jo MacKenzie, Director, Vista Irrigation District*
	(* = Incumbent is running for re-election)

CSDA will be using a web-based online voting system allowing your district to cast your vote easily and securely. Electronic Ballots will be emailed to the main contact in your district June 10, 2024. All votes must be received through the system no later than 5:00 p.m. July 26, 2024.

Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail amberp@csda.net by April 10, 2024 in order to ensure that you will receive a paper ballot on time.

CSDA will mail paper ballots on June 10, 2024 per district request only.

If you have any questions, please contact Amber Phelen at amberp@csda.net.



California Special Districts Association Districts Stronger Together

Agenda Item:	4 - Establish 2024 Board Elections Timeline
Item Type:	Discussion/Action
Submitted By:	Amber Phelen, Management Analyst
Presented By:	Neil McCormick, Chief Executive Officer
Strategic Plan Reference:	1. Association Governance; 7. Management/Administration

#### BACKGROUND:

The nomination process for the 2024 CSDA Board of Directors, Seat A election is quickly approaching. CSDA Bylaws direct that the Election & Bylaws Committee shall set the timeline for elections each year. Below is a staff recommended timeline for the nomination and election process that complies with the noticing periods outlined in the CSDA bylaws. The timeline works backwards from the CSDA Annual Conference start date which is September 9, 2024 this year.

February 5	<b>Nomination applications mailed and emailed out</b> 125 days to election start on June 9; bylaws requirement = at least 120 days.
April 10	<b>Nomination application deadline</b> 61 days to election start; bylaws requirement = at least 60 days prior to election.
April 20	<b>Nomination application deadline – Coastal Network</b> Per CSDA Bylaws, the deadline shall be extended by 10 days in a Network where there is no incumbent re-running.
June 10	Electronic ballot voting begins – current Regular Members
July 26	<b>Deadline to receive electronic ballots - current Regular Members</b> 45 days until conference; bylaws requirement = at least 45 days.
July 29 or 30	Count ballots and inform candidates of win/loss

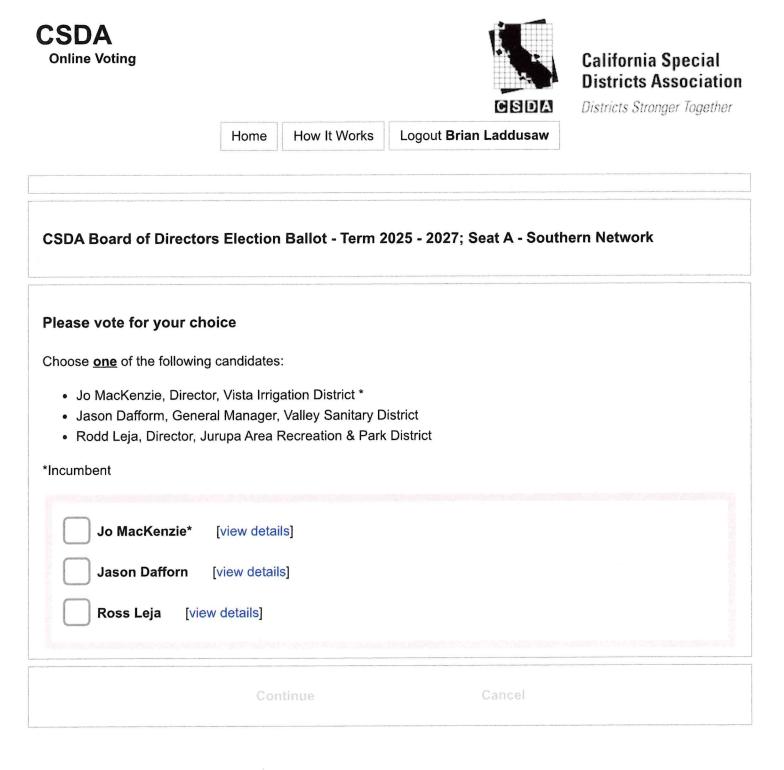
#### FISCAL IMPACT:

None at this time.

#### STAFF RECOMMENDATION:

Staff recommends a motion to approve the 2024 CSDA Board of Directors, Seat A regular election timeline as presented.

Ballot - CSDA 2024 Board of Directors | CSDA



This is the online voting system of CSDA. Powered by Simply Voting.



California Special Districts Association Districts Stronger Together

# 2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: JO MacKENZIE

District/Company: Vista Irrigation District, CSDA District of Distinction, Platinum Level

Title: Director, Certificate in Special District Governance

Elected/Appointed/Staff: Elected

Length of Service with District: 32 years

- 1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):
  - CSDA Board of Directors, President 2011, Vice President 2010, Treasurer 2008-2009
  - 4 CSDA Finance Corporation Board of Directors, 2007-present; President 2012, 2013, 2015- present
  - 4 Special District Leadership Foundation Board of Director, Treasurer, currently Vice President
  - Fiscal and Audit Committees, rewrote 'Treasurer Job Description'; Membership Committee 2011present; Chair 2020-2021, 2022 and 2024
  - Legislative Committee 2004-present; Chair, 2006-2010 and 2012
  - CSDA San Diego Chapter, Board of Directors, 1993-present; President 1998-2000; presently serve on the Chapter Executive Board
  - 4 Attend all Annual Conferences and Legislative Days
- 2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):
  - 4 ACWA: Past Board Director; Local Government, Chair 2014-2015 and Membership Committee
  - 4 ACWA Region 10 Board of Directors, Vice Chair, Alternate Chair, Director 1997-2010
  - The California Association of Local Agency Formation Commissions (CALAFCO), Board Member and Legislative Committee member, 2017–2023
- 3. List local government involvement (such as LAFCO, Association of Governments, etc.):
  - San Diego LAFCO, 1994-present: Commission Chair 2018 & 2019; Alternate 5 years; Special District Advisory Committee 14 years, Chair 2005-2009
  - 4 City of San Marcos Planning and Traffic Commissions
  - 4 Personally initiated the City of San Marcos Budget Review Committee in 1980, Chair 1996-2006
  - 4 Resource Conservation District of Greater San Diego County, Association Director, 2016 to present

#### 4. List civic organization involvement and recognitions

- Special District Official of the Year by PublicCEO
- 4 CSDA Legislative Advocate of the Year, 2011
- Graduate of CSDA's Special District Leadership Academy
- San Marcos Chamber of Commerce, Lifetime Ambassador
- ↓ Graduate of Leadership 2000, Cal State San Marcos
- Vista Community Development Associates, Treasurer
- Soroptimist International



# RE-ELECT

# PROVEN EXPERIENCE LEADING SPECIAL DISTRICTS

- DEDICATED
  - FISCALLY RESPONSIBLE
    - . COMMITTED TO SPECIAL DISTRICTS

It has been a privilege and honor to serve on the CSDA Board of Directors (Board) representing the Southern Network. Serving on the Board requires a commitment of time; I am in Sacramento at least twice a month for CSDA meetings. I have served as President, Vice President and Treasurer, and served as a Chair and/or member of the various committees. In 2010 and 2011, respectively, I was recognized as CSDA's Legislative Advocate of the Year and by PublicCEO as Special District Official of the Year.

During my tenure on the CSDA Board, I have formed working relationships throughout the Network and State that have given me an insight regarding the needs of special districts. Based on these insights and input from other CSDA directors, CSDA has worked to provide webinars at no cost to its members, begun offering the leadership academy three times a year and on-line, and the SDLF Board eliminated budget limits for scholarships. I serve on the CSDA and SDLF Boards, and I am proud of the collaboration that allows all special districts to take advantage of CSDA's programs.

During my term, I have been committed to continue building on the present foundation of CSDA's educational programs, state and federal legislative advocacy, and public outreach. CSDA is now the "voice of Special Districts", "the third leg of local government", and the 'go-to' association for legislative issues.

My proven leadership and public service experience, commitment to fiscal responsibility, and comprehensive LAFCO and special district knowledge make me the most qualified candidate to represent the Southern Network.

I have a true passion for and proven experience in leading Special Districts. I would be honored to continue serving on the CSDA Board as your Southern Network Director.

I am asking for your Vote.

#### ELECTRONIC VOTING ENDS JULY 26 AT 5:00 P.M.

## 50+ CSDA EDUCATIONAL OPPORTUNITIES ARE LISTED ON CSDA'S HOME PAGE

#### **Board of Directors**



1391 Engineer Street • Vista, California 92081-8840 Phone (760) 597-3100 • Fax: (760) 598-8757 www.vidwater.org Richard L. Vásquez, President, Division 2 Marty Miller, Division 1 Peter Kuchinsky II., Division 3 Patrick H. Sanchez, Division 4 Jo MacKenzie, Division 5

**Administrative Staff** 

Brett L. Hodgkiss General Manager

Ramae A. Ogilvie Board Secretary Elizabeth A. Mitchell General Counsel

#### Re: Jo MacKenzie for CSDA Board of Directors, Southern Network, Seat A

Dear Board President:

June 5, 2024

On February 20, 2024, the Vista Irrigation District (VID) Board nominated Jo MacKenzie to the California Special Districts Association (CSDA) Board of Directors for the Southern Network, Seat A. As President of the Board, I'm requesting that your Board cast its vote for Jo MacKenzie, CSDA Board of Directors. Electronic ballot voting begins on June 10, 2024.

Jo's enthusiasm, commitment, and comprehensive knowledge of special districts have brought a high level of experience to the CSDA Board of Directors. Jo believes it is important that CSDA continue to be the voice of all special districts and build on the present foundation of legislative advocacy, educational programs, and public outreach.

Currently serving on the CSDA Board of Directors (Past President, 2011), Jo serves on the CSDA Legislative Committee; she served as the Committee Chair from 2006-2010 and in 2012 and was named Legislative Advocate of the Year in 2010. Jo currently serves as President of the CSDA Finance Corporation, and Vice President of the Special District Leadership Foundation. She also serves on the CSDA Member Services Committee and is very active with the San Diego Chapter of CSDA, serving as its President 1998-2000.

Jo was elected to the VID Board of Directors in 1992 and has since served as President nine times. She is currently a Commissioner on the San Diego Local Agencies Formation Commission (LAFCO) and served as Chair in 2019-2020; Jo has continuously served in various capacities on LAFCO since 1994. She has also served on the California Association LAFCO Board of Directors. Jo is a past Board Director for the Association of California Water Agencies and currently serves on its Membership and Local Government committees.

Jo is active in her local community, having served on the City of San Marcos Planning Commission, Traffic/Safety Commission, Budget Review Committee and Affordable Housing Task Force. She has also been active in the San Marcos Chamber of Commerce for over 30 years, serving as a Board Member and a Life Member Ambassador.

Jo is extremely active and engaged in all aspects of California special districts and her wealth of experience makes her the obvious choice for Southern Network, Seat A. I urge your Board to vote for Jo MacKenzie to continue her service as Seat A Director for the Southern Network. Thank you for your support!

Very truly yours,

Richard h.Vasque

Richard L. Vásquez President, Board of Directors

A public agency serving the city of Vista and portions of San Marcos, Escondido, Oceanside and San Diego County

#### **Brian Laddusaw**

From:	Ramae Ogilvie <rogilvie@vidwater.org></rogilvie@vidwater.org>
Sent:	Wednesday, June 5, 2024 3:17 PM
Subject:	Jo MacKenzie for CSDA Board of Directors, Southern Network, Seat A
Attachments:	2024 Jo MacKenzie CSDA Candidate Statement.pdf; 6.5.2024 Letter of Support from
	VID President Richard Vasquez.docx.pdf

On behalf of the Vista Irrigation District (VID), I am requesting your agency's support and vote for Jo MacKenzie for the California Special Districts Association (CSDA) Board of Directors for the Southern Network, Seat A. We are fortunate to have such a qualified candidate in Director MacKenzie. She has the unanimous support of VID's Board, as noted in the attached letter from VID's Board President Richard Vásquez.

Having known Director MacKenzie for more than 20 years and working with her at VID, I can attest to her very active involvement in special districts and her acquired comprehensive knowledge in statewide and local special districts issues. Attached you will find a candidate's statement summarizing Director MacKenzie's qualifications. As you will see, she possesses the knowledge and experience necessary to be an outstanding, engaged and highly effective CSDA Board member.

I urge your Board of Directors to vote for Jo MacKenzie to continue her service as Seat A Director for the Southern Network on the CSDA Board; electronic ballots will be emailed to your district's contact person on June 10, 2024 and must be received by CSDA by 5:00 PM on July 26, 2024. Please do not hesitate to contact me if have any questions or need additional information. Thank you for your consideration.

Regards,

Brett Hodgkiss General Manager <u>bhodgkiss@vidwater.org</u>



## 2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: Jason Dafforn

**District/Company:** Valley Sanitary District

Title: General Manager

Elected/Appointed/Staff: Staff

Length of Service with District: <u>1 year</u>

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

Attend CSDA Conference and Leadership Academy

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

ACWA, CASA

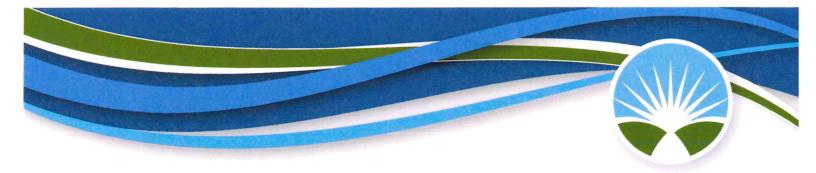
3. List local government involvement (such as LAFCo, Association of Governments, etc.):

N/A

#### 4. List civic organization involvement:

Desert Recreation Foundation Board of Directors

\*\*Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.



# **JASON DAFFORN** for CSDA Board of Directors – Southern Network

y name is Jason Dafforn and I am excited to announce my candidacy for the CSDA Board of Directors, representing the Southern Network, which includes Los Angeles, Orange, San Diego, San Bernardino, Riverside and Imperial counties. I may be new to Valley Sanitary District in Indio, California, but I am not new to special districts.

As a Licensed Civil Engineer with over 30 years of experience in the water and wastewater industry, I bring a wealth of knowledge and expertise to this position. My 17 years of experience as a utility manager for California local governments, including over eight years working for a special district, have given me a deep understanding of the unique challenges and opportunities that our special districts face.

I have dedicated my career to improving water and wastewater services, providing safe and reliable infrastructure for communities. My role as General Manager at Valley Sanitary District has equipped me with the skills to lead and innovate, always striving to find effective solutions to complex problems. I am passionate



about the critical role that special districts play in our daily lives. For special districts including irrigation, water, wastewater, park and recreation, cemetery, fire, police protection, library, utility, harbor, healthcare and community services districts—to name a few—I am committed to supporting the essential services we all provide. I aim to bring a strategic and forward-thinking perspective to the Board of Directors, addressing current issues and future challenges to keep CSDA ahead of the curve.

Together, we can shape a stronger, more resilient future for California's special districts. By leveraging the resources and advocacy provided by CSDA, we can enhance the quality of life for all residents and keep our districts at the forefront of delivering essential services.

Thank you for your support!

Jason Dafforn, PE General Manager, Valley Sanitary District, Indio, California My name is Jason Dafforn. I am a Licensed Civil Engineer in the State of California with over 30 years of experience in the water and wastewater industry. I have 17 years of experience as a utility manager working for California local governments, including over eight years working for a special district.

California's special districts play a crucial role in the daily lives of millions, providing essential services ranging from water and sanitation to fire protection, healthcare, and many others. The California Special District Association (CSDA) provides resources, training, state and federal advocacy, and professional development to help special districts across the State flourish.

Today, special districts are confronted with unprecedented challenges. As a special district manager, I have gained a comprehensive understanding of these challenges, which positions me to provide valuable guidance and develop effective resolutions. My fresh ideas and unique perspective will enable the Board of Directors to proactively address current issues and future challenges, keeping CSDA ahead of the curve.

Together, we hold the power to shape the future and provide exceptional resources for special districts in California. By ensuring they remain at the forefront of delivering essential services and improving the quality of life for all residents, we can make a significant impact.

Let us build a stronger, more resilient future for California's special districts and the communities they serve.

From:	Holly Gould
Subject:	Support Jason Dafforn for CSDA Board of Directors, Southern Network, Seat A!
Date:	Friday, June 7, 2024 1:50:16 PM
Attachments:	image001.png
	image002.png
	image003.png
	Jason Dafforn CSDA Candidate Statement.pdf

On behalf of the entire Board of Directors at Valley Sanitary District, located in the City of Indio, I am excited to announce that Jason Dafforn, our General Manager is running for a position on the California Special Districts Association (CSDA) Board of Directors, Southern Network, Seat A.

Mr. Dafforn brings a wealth of experience and knowledge through years working for Special Districts. His ability to foster collaboration amongst individuals working towards a common goal is second to none. As a Board, we are very fortunate and wish to share our General Manager's skills and abilities to serve Special Districts throughout the State and specifically for those here in the southernmost part of California.

Attached, you will find a candidate statement outlining his qualifications and vision for the future of our special districts.

You will receive an electronic ballot via email from CSDA on June 10, voting will remain open until July 26. Please follow the instructions in the email to cast your vote.

I kindly ask for your support in this election. Together, we can build a stronger future for California's special districts. If you have any questions or need further information, please do not hesitate to contact me.

#### Please vote for Jason Dafforn, Southern Network, Seat A.

Thank you,

**Debra Canero** 



45500 Van Buren Street Indio, CA 92201 760-238-5400



California Special Districts Association Districts Stronger Together

## 2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: <u>Ross</u> A. LEJA
District/Company: JURUPA AREA RECREATION & PARK DISTRICT
Title: DIRECTOR DIVISION 5
Elected/Appointed/Staff: ELECTED
Length of Service with District: 6 YEARS
1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):
<u>No</u>
<ul> <li>2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):</li> <li>N Ô</li> <li>3. List local government involvement (such as LAFCo, Association of Governments, etc.):</li> <li>NONE</li> </ul>
4. List civic organization involvement: <u>Juruph CHILDRENS</u> CHRISTMAS PARTY

\*\*Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot. I am running for the open board position to bring representation for the Inland Empire to CSDA and grow CSDA in the Inland Empire. San Bernardino and Riverside Counties, together known as the Inland Empire, is one of the fastest growing regions of California and home to over 80 special districts. However, the Inland Empire currently has no representation on the Southern District Board.

I currently serve on the Board of Directors for the Jurupa Area Recreation and Parks District (JARPD). Our district serves the city of Jurupa Valley and a portion of the city of Eastvale. I have been in this position for six years. During this time we have grown our district by fourteen facilities. I have made it a mission to develop relationships with the other special districts in our area to help JARPD better serve its residents. I look forward to expanding this mission to the other special districts in the Inland Empire if I am elected to the Board representing the Southern District

I am an eight year Air Force Veteran, husband, father and grandfather. My wife of 49 years and I have made our home in Jurupa Valley for over three decades. I have served on the City of Jurupa Valley Traffic Safety Committee, acting as its first chair for three years. I also served on the Jurupa Unified School District Citizen Oversight Committee for a \$144 million bond measure as both Vice Chair and Chair. A cause close to my heart is my work with the Jurupa Children's Christmas Party, an organization that has distributed presents to underprivileged in Jurupa Valley for over 40 years.

I have always considered service to my country and community a privilege and would like to continue by serving on the board of the California Special Districts Association.

# 8. ACTION / DISCUSSION ITEMS (continued)

C. DM 2024-56: PUBLIC HEARING (CANCELLED) – Consideration to Cancel the Public Protest Hearing Related to Resolution No. 2024-911, A Resolution Adjusting the Solid Waste Collection and Disposal Charges for Residential, Commercial, and Industrial Customers

# **Rubidoux Community Services District**



### **DIRECTORS MEMORANDUM 2024-56**

June 20, 2024

- To: Rubidoux Community Services District Board of Directors
- Subject: PUBLIC PROTEST HEARING (CANCELLED) Consideration to Cancel the Public Protest Hearing Related to Resolution No. 2024-911, A Resolution Adjusting the Solid Waste Collection and Disposal Charges for Residential, Commercial, and Industrial Customers

## BACKGROUND:

On April 18, 2024, the Rubidoux Community Services District ("District") Board of Directors ("Board") authorized staff to mail a Notice of Public Hearing and Protest Election ("Notice") pursuant to Proposition 218 related to the District's solid waste collection service charges for its residential, commercial, and industrial customers. The Notice was mailed on April 26, 2024, and included the following information:

- 1. The amount of the proposed fee or charge to be imposed.
- 2. The basis upon which it was calculated.
- 3. The reason for the fee or charge.
- 4. The date, time, and location of the public hearing.

Burrtec Waste Industries, Inc. ("Burrtec") proposed rate increases across all service areas and customer classifications. For residential customers with a 90-gallon can, Burrtec was proposing a rate of \$40.14, a \$2.79/month increase, or 7.47%.

On June 10, 2024, the Solid Waste Committee met with Burrtec's representatives to discuss two items: 1) the proposed FY 2024/2025 solid waste rates and 2) the parties long-term operational relationship.

1. Proposed FY 2024 2025 solid waste rates:

The Solid Waste Committee conveyed its concerns about the year-over-year increases realized by the District's residential, commercial, and industrial solid waste customers and the jurisdictional differences

in costs between the District and the City of Jurupa Valley. Burrtec agreed to review the proposed rate plan to determine if some of the proposed increase could be reduced. Understanding this effort would take some time to analyze, the District and Burrtec **<u>mutually agreed to delay</u>** the proposed rate adjustments for FY 2024/2025. Burrtec and staff anticipate this process will take 30-60 days to fully vet the FY 2024/2025 rate plan with a goal to minimize the impact to its customers, notably the District's residential customers. On the advice of the District's General Counsel, John Harper, once a new rate plan is established, the District would set and notice a new Proposition 218 Public Hearing and Protect Election.

2. Burrtec contract:

The District's current contract with Burrtec was originally set to expire on December 31, 2022, but included in the contract was "wind-down" language which essentially created a rolling four (4) year "wind-down" period. Simultaneous with the rate discussion highlighted above, the District and Burrtec will soon engage in a dialogue to secure a long-term extension to ensure the parties operational relationship is solidified for years to come. This is a much needed exercise as the District's current Burrtec contract is 16 years old and relying on outdated terms may result in misunderstandings or misinterpretations of contractual obligations, potentially leading to dispute between parties. Further, the business landscape is constantly evolving, with market conditions, regulations, and technologies continually changing. Outdated contract terms may fail to address these shifts adequately, leaving parties vulnerable to unforeseen risks or missed opportunities.

The District was scheduled to conduct the Public Protest Hearing this evening after the mandatory 45-day notice period to hear input from the public with regards to the rate adjustments. After that input and a failed Public Protest Hearing, the Board was scheduled to deliberate on Resolution No. 2024-911 to consider the rate adjustments. Because Burrtec is taking a closer look at the rate plan for FY 2024|2025 and has opted to leave the rates the same until a new plan can be generated, there is no resolution for the Board to consider and therefore no Public Protect Hearing to conduct. Further, the draft Resolution has been removed from the District's front counter and website to avoid confusion. Staff recommends the Board cancel the Public Protest Hearing, effectively leaving the existing rates in effect for now.

#### **RECOMMENDATION:**

Staff recommends the Board of Directors consider:

1. Cancelling the Public Hearing and Protest Election related to Resolution No. 2024-911.

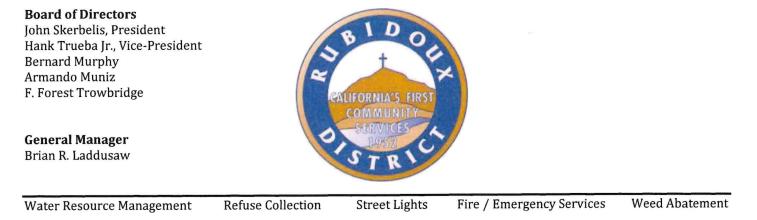
Respectfully,

BRIAN R. LADDUSAW, CPA General Manager

# 8. ACTION / DISCUSSION ITEMS (continued)

D. **DM 2024-57**: Consideration to Adopt Draft Rubidoux Community Services District Operations and Capital Improvement Budgets and Salary Schedule for Fiscal Year 2024|2025

# **Rubidoux Community Services District**



#### **DIRECTORS MEMORANDUM 2024-57**

June 20, 2024

- To: Rubidoux Community Services District Board of Directors
- Subject: Consideration to Adopt Draft Rubidoux Community Services District Operations and Capital Improvement Budgets and Salary Schedule for Fiscal Year 2024\2025

## BACKGROUND:

Attached for the Board of Directors' ("Board") consideration is the proposed Fiscal Year 2024|2025 ("FY 2025") Budget for the Rubidoux Community Services District's ("District") Operating and Capital Funds. Additionally, attached to the Budget is the District's FY 2024\2025 Salary Schedule.

The District's budgeting cycle is a multi-month process beginning in March 2024. During this time, District management met on a weekly basis to discuss all facets of the District's operations which ultimately become factors when setting budgetary figures. Items considered include but are not limited to the following:

- Current and forecasted operational challenges related to supply chain shortages, inflation, and new treatment processes.
- Critical capital infrastructure spending related to the water and sewer enterprise.
- Costs and debt service associated with the Field/Admin. Building project.
- Allocation of central services and discretionary property tax revenue.
- Preventative maintenance programs and other programmatic initiatives.
- Continued emphasis on reducing the District's Unfunded Accrued Liability ("UAL") through Additional Discretionary Payments ("ADPs").
- Potential capital contributions to the City of Riverside for wastewater treatment plant upgrades.

Each week during the budgeting cycle, management would continuously assign costs to the District's operational and capital fund budgets. As costs were assigned, management simultaneously looked at anticipated revenues associated with each enterprise to determine if sufficient revenues could be generated at the District's

current rates or if a rate adjustment was necessary. Due to significant challenges facing the District as noted above, rate adjustments across the water and wastewater enterprises were necessary for FY 2024\2025. Currently the solid waste enterprise is under evaluation for rate adjustments. Adjustments are estimated once service cost discussions are concluded with the District's current waste hauler. District staff conducted and the Board participated in various rate setting events beginning in March 2024. The timeline of events is highlighted below.

#### **RATE ADJUSTMENT TIMELINES**:

#### Solid Waste -

- Solid Waste Committee Meeting March 19 and April 11, 2024
- Regular Board Meeting April 18, 2024 (DM 2024-32 Approve Rate Increase and Set Proposition 218 Public Protest Hearing)
- Budget Workshops May 2, May 16, June 6, 2024
- Regular Board Meeting June 20, 2024 PUBLIC PROTEST HEARING (CANCELLED) Consideration to Cancel the Public Protest Hearing Related to Resolution No. 2024-911, A Resolution Adjusting the Solid Waste Collection and Disposal Charges for Residential, Commercial, and Industrial Customers

#### Wastewater -

- Budget Workshops May 2, May 16, June 6, 2024
- Regular Board Meeting May 2, 2024 (Consideration to Prepare Draft Ordinance Adjusting Rate)
- Regular Board Meeting May 16, 2024 (1<sup>st</sup> Reading of Ordinance)
- Regular Board Meeting June 6, 2024 (2<sup>nd</sup> Reading of Ordinance and Public Hearing)
  - Adoption Approved, Effective July 6, 2024

#### Water -

- Budget Workshops May 2, May 16, June 6, 2024
- Regular Board Meeting May 2, 2024 (Consideration to Prepare Draft Ordinance Adjusting Rate)
- Regular Board Meeting May 16, 2024 (1<sup>st</sup> Reading of Ordinance)
- Regular Board Meeting June 6, 2024 (2<sup>nd</sup> Reading of Ordinance and Public Hearing)
  - Adoption Approved, Effective July 6, 2024

Since the District's 3<sup>rd</sup> and final budget workshop on June 6, 2024, staff reviewed the draft budget a final time to determine if all budgetary figures appeared appropriate for the Board's consideration and adoption this evening.

The budget presented for approval today includes only minor changes since budget workshop #3 which include the following:

- Updated estimate for Water CIP Budget line item #13 from \$800,000 reduced to \$300,000.
- Formatting
- Inclusion of Budget Amendment from June 6, 2024 Board Meeting. (DM 2024-43)

• Reduction of Solid Waste Revenues/Expenses and Change in Transfer Amount.

#### SALARY SCHEDULE:

The Board is currently involved in two employment contracts with District staff. The District's bargaining unit employees are represented by the Laborer's International Union of North America, Local 777 ("LIUNA") and cost-of-living-adjustments ("COLA") are based on language contained in Article XXIV in the current Memorandum of Understanding ("MOU") (attached). The District's General Manager has a separate employment contract and COLAs are based on language contained in Section 4(B). The COLA language in both contracts is consistent with each other. Additionally, all other District employees not included in the bargaining unit have received COLAs in a similar manner. The District is currently in the last year of a three-year MOU and for FY 2024\2025 will enter into a new three-year period agreement. The initial COLA adjustment entering into the newly established MOU has a stated rate of 3.00% with the subsequent year adjustments. Further, there were special salary considerations negotiated between the District and LIUNA. These special salary considerations were incorporated into the Salary Schedule before the application of the 3.0% COLA.

Attached to the FY 2024/2025 Operating and Capital Fund Budgets is the FY 2024/2025 Salary Schedule for all District staff and classifications. A draft of the FY 2024/2025 Salary Schedule was provided to the Finance and Budget Committee, a committee "of the whole" originally on May 29, 2024 when staff presented on the draft MOU. As of the writing of this DM, the board has not provided any comments on the Salary Schedule as first distributed on May 29, 2024.

On the advice of General Counsel, the FY 2024\2025 Salary Schedule will be considered as a separate action item, as noted below.

#### **<u>RECOMMENDATION</u>**:

The General Manager recommends the Board of Directors:

- 1. Approve and adopt the Rubidoux Community Services District Fiscal Year 2024 2025 Operating and Capital Fund Budgets.
- 2. Approve and adopt the Rubidoux Community Services District Fiscal Year 2024 2025 Salary Schedule.

Respectfully, BRIAN R. LADDUSAW, CPA General Manager

Attachment(s): FY 2024|2025 Budgets and Salary Schedule

## Rubidoux Community Services District General Fund Budget

		Actual D March 2024	2	Annual Budget 023/2024 <sup>[1]</sup>		Projected Year End 2023/2024		Favorable (Unfavorable) Variance		Audited 022/2023		Adopted Budget 024/2025	
Operating Income												N.	
1 Plan Check & Inspection	\$	13,500	\$	15,000	\$	18,000	\$	3,000	\$	14,320	\$	18,000	
2 Permits & Licenses		2,052		5,000		2,736		(2,264)		6,550		3,000	
3 Administrative Allocation Fire Fund		44,500		89,000		89,000				104,220		111,000	
4 Administrative Allocation Trash Fund		254,000		508,000		508,000		-		597,127		636,000	
5 Administrative Allocation Water Fund		483,500		967,000		967,000		-		1,138,621		1,212,000	
6 Administrative Allocation Sewer Fund		288,000		576,000		576,000		÷		677,432		721,000	
Total Operating Income		1,085,552		2,160,000		2,160,736		736		2,538,270		2,701,000	
Other Income													
7 Rental Income		1,913		-		1,913		1,913		17,215		-	
8 Interest Income		196,707		185,000		406,707		221,707		204,644		407,000	
9 Miscellaneous Income: General		24,094		4,000		32,125		28,125		4,325		33,000	
10 Developer EDU Fees: Income		-		-		-		-		1,781,702		-	
11 Street Light Charges		1,423		-		1,423		1,423		-		1,000	
12 Interest Income: Non-Operational		66,253		62,000		88,338		26,338		63,813		88,000	
13 Loan Proceeds - Bldg.		-		-		-		-		1,541,550		-	
14 Settlement Proceeds		-		-		-		-		4,708,154		-	
Total Other Income		290,390		251,000		530,506		279,506	_	8,321,403		529,000	
TOTAL GENERAL REVENUE	-	\$1,375,942		\$2,411,000		\$2,691,242		\$280,242		10,859,673	_	\$3,230,000	
Operating Expense	\$	533	\$	3,000	\$	711	\$	2,289	\$	2,293	\$	1,000	
15 R & M Vehicles	φ	4,033	φ	11,000	Ψ	5,378	Ψ	5,622	Ψ	10,446	•	6,000	
16 Main/Lease Equipment		66,827		27,000		89,102		(62,102)		33,088		38,000	
18 General Supplies & Expenses		46,038		70,000		61,385		8,615		66,408		63,000	
19 Utilities		20,290		22,000		27,054		(5,054)		21,350		28,000	
20 Postage Expense: General		25,647		26,000		34,196		(8,196)		31,068		35,000	
21 Telephone: General		10,882		13,000		14,509		(1,509)		15,664		15,000	
22 Office Supplies: General		9,745		15,000		12,993		2,007		17,283		13,000	
23 Dues & Subscriptions		565		8,000		754		7,246		14,988		8,000	
24 Licenses & Permits		471		1,000		628		372		918		1,000	
25 Clothing Expense		-		2,500				2,500		926		1,000	
26 Mileage & Conference Expense		1,247		5,000		1,662		3,338		-		7,500	
27 Human Resources Development		-		1,000		-		1,000		-		1,000	
28 Gasoline Expense		4,092		5,000		5,456		(456)		5,583		6,000	
29 General Insurance		9,039		20,000		18,078		1,922		19,349		24,000	
30 Attorney Fees		12,300		25,000		16,400		8,600		25,047		17,000	
31 Publication of Public Notices		3,279		2,000		4,373		(2,373)		4,034		5,000	
32 Miscellaneous Expense		3,207		2,000		4,276		(2,276)		342		4,000	
33 Consulting Fee: Labor		15,363		25,000		20,484		4,516		17,669		25,000	
34 Consulting Fee: Administrative Oversight		8,844		25,000		11,792		13,208		18,280		12,500	
35 Consulting Fee: Communication / Outreach		-		25,000		-		25,000		20,292		10,000	
36 Consulting Fee: Leppa LLC		-		1,000		1,000		-		-		-	
37 Consulting Fee: Financial		-		10,000		-		10,000		-		10,000	
38 Auditors Fees		33,165		34,000		34,830		(830)		35,330		35,000	
39 Website Administration		3,976		5,000		4,800		200		4,800		5,000	
40 Computer System Support		54,057		116,000		122,076		(6,076)		67,825		147,900	
41 Computer Misc. and Hardware		5,217		15,000		6,955		8,045		22,265		47,000	
42 Employee Education and Training		17,368		20,000		23,157		(3,157)		13,653		15,000	
43 Annexation Work		7,666		-		10,221		(10,221)		48,802		-	
Total Operating Expense		363,852		534,500		532,270		2,230		517,705		580,900	

#### Rubidoux Community Services District General Fund Budget

Administrative Expense	Actual YTD March 2024	Annual Budget 2023/2024 <sup>[1]</sup>	Projected Year End 2023/2024	Favorable (Unfavorable) Variance	Audited 2022/2023	Adopted Budget 2024/2025
44 Salaries Expense	678,529	960,000	904,706	55,294	753,698	1,245,000
44 Salaries Expense 45 Employee Vacation/Sick Accrual Expense	9,366	10,000	9,366	634	240,122	10,000
46 Payroll Tax Expense	50,232	64,000	66,976	(2,976)	77,965	81,000
47 Health & Retirement Expense	400,753	477,000	534,337	(57,337)	482,270	630,000
48 Retirement Expense - Excess UAL		49,000	49.000	(0.,000.)	-	69,000
49 Workers Compensation Ins.	2.822	4,000	3,763	237	8,429	4,000
50 Directors Fees	18,544	33,000	24,725	8,275	28,987	25,000
51 Employee Recognition	135	3,500	135	3,365	-	-
52 Recruitment	-	-	-	-	3,903	-
53 Election Costs	-	-	-	-	1,363	30,000
Total Administrative Expense	1,160,381	1,600,500	1,593,008	7,492	1,596,736	2,094,000
Other Expense						
54 Equipment (OFC) Replacement	-	5,000	-	5,000	-	5,000
55 Street Light Expense	121,253	136,000	161,670	(25,670)	169,312	151,800
56 Building Interest Exp	21,385	43,000	42,770	230	41,271	39,000
57 SB 1383 Cal Recycle Grant Expense	117	)=	56,781	(56,781)	-	-
Total Other Expense	142,755	184,000	261,221	(77,221)	210,583	195,800
Total Expense	1,666,988	2,319,000	2,386,499	(67,499)	2,325,024	2,870,700
Asset Acquisitions						
58 NorthStar and Denali Cloud Server	68,484	100,000	68,484	31,517	-	-
59 General Manager Vehicle	-	-	-	-	-	60,000 1,350,000
60 Admin. Bldg. Proj.	45,942	1,395,533	45,942	1,349,591		
Total Asset Acquisitions	114,426	1,495,533	114,426	1,381,107	<u> </u>	1,410,000
Long-Term Debt						
61 Debt Service - Building Principal	-	138,000	137,753	247	139,252.00	142,000
Total Long-Term Debt	<b>-</b> s	138,000	137,753	247	139,252	142,000
Transfers						
62 Property Tax Transfer In		(146,000)	(146,000)	-	390,224	-
63 Transfer from Proj Admin Bldg Reserves		(300,000)	(300,000)	-	-	(1,153,920)
64 Transfer to/(from) Unrestricted Reserves	-	(1,232,000)	(1,232,000)	-	(1,046,506)	-
65 Transfer to/(from) Restricted Reserves	<b>.</b>	(1,095,533)	(1,095,533)	-		×
66 Transfer to Water Fund	(132,500)	1,232,000	1,232,000	-	-	
Total Transfers	(132,500)	(1,541,533)	(1,541,533)		(656,282)	(1,153,920)
TOTAL GENERAL EXPENSES AND TRANSFERS	\$1,648,914	\$2,411,000	\$1,097,145	\$1,313,855	\$1,807,994	\$3,268,780
Fund Excess (Deficit)						\$ (38,780)

[1] Includes budget amendments adopted by Board of Directors up through June 6, 2024.

#### **Rubidoux Community Services District** Fire / Weed Abatement Fund Budget

	Actual YTD March 2024	Annual Budget 2023/2024 <sup>[1]</sup>	Projected Year End 2023/2024	Favorable (Unfavorable) Variance	Audited 2022/2023	Adopted Budget 2024/2025
Operating Income	\$ 3,994	\$ 3,000	\$ 3.994	\$ 994	\$ 94	\$ 4.000
1 Weed Abatement Assessment	\$ 3,994 2,657,279	3,892,000	4,357,279	465,279	4,207,181	4,444,000
2 Property Taxes-Secured:Gnrl	2,657,279	112,000	4,357,279	12,019	111,267	126,000
3 Property Taxes-Unsecured		104,000	135,436	31,436	109,432	138,000
4 Property Taxes-SBE & HOX	82,436		135,436	20,959	129,854	121,000
5 Property Taxes-SPY & 2345	50,959	98,000	4,739,687	530,687	4,557,827	4,833,000
Total Operating Income	2,911,687	4,209,000	4,133,001	550,007	4,007,027	4,000,000
Other Income	00.044	505 000	25 644	(539,356)	2,804	26.000
6 Developer EDU Fees: Income	20,644	565,000	25,644		2,804	26,000
Total Other Income	20,644	565,000	25,644	(539,356)		
TOTAL FIRE/WEED ABATEMENT REVENUE	\$2,932,331	\$4,774,000	\$4,765,331	(\$8,669)	\$4,560,631	\$4,859,000
Operating Expense						
7 Utilities Fire Dept	\$ 26,088	5. E	\$ 34,784		\$ 27,400	\$ 30,300
8 Postage Expense: Weed	-	500	-	500	-	500
9 Weed Abatement Contract		2,000	-	2,000	-	2,100
10 CDF Contract	720,315		2,915,067	39,933	2,520,193	3,247,000
11 Publication of Public Notices	-	1,000	<b>-</b> 3	1,000	1,102	1,000
12 Miscellaneous: Fire	-	5,000	-	5,000	7,554	5,200
13 R & M Fire Station	12,279	10,000	16,372	(6,372)	16,564	10,300
14 Landscaping	4,595		6,127	873	-	7,200
15 Riverside County Admin Charge	8,399		11,198	(98)	13,877	11,400
16 Consulting Fees	s <b>-</b>	2,000	-	2,000	-	28,200
17 Condition Assessment	-	-	-	-		10,000
Total Operating Expense	771,676	3,023,000	2,983,548	39,452	2,586,690	3,353,200
Administrative Expense						
18 General Fund Admin. Expense	44,500		89,000	-	104,200	111,000
Total Administrative Expense	44,500	89,000	89,000	-	104,200	111,000
Asset Acquisitions						
19 Misc. Asset Acq./Replacements	-	250,000	-	250,000		250,000
Total Asset Acquisitions		250,000	-	250,000		250,000
Transfers						
20 Transfer to/(from) Fire Mitigation Fund	-	315,000	25,644	289,356	2,804	(224,000)
21 Property Tax Transfer Out - General	73,000	146,000	146,000	-	390,224	<b>H</b> .
22 Property Tax Transfer Out - Trash	59,500	119,000	119,000	-	263,453	159,700
23 Property Tax Transfer Out - Water	391,000	782,000	782,000	-	571,003	784,100
24 Property Tax Transfer Out - Sewer	25,000	50,000	50,000	-	15,000	425,000
Total Transfers	548,500	1,412,000	1,122,644	289,356	1,242,484	1,144,800
TOTAL FIRE/WEED ABATEMENT EXPENSE AND TRANSFERS	\$1,364,676	\$4,774,000	\$4,195,192	\$578,808	\$3,933,374	\$4,859,000
Fund Excess (Deficit)						\$-

#### Fund Excess (Deficit)

[1] Includes budget amendments adopted by Board of Directors up through June 6, 2024.

# Rubidoux Community Services District Trash Fund Budget

	Actual YTD March 2024	Annual Budget 2023/2024 <sup>[1]</sup>	Projected Year End 2023/2024	Favorable (Unfavorable) Variance	Audited 2022/2023	Adopted Budget 2024/2025
Operating Income						
1 Sales: Trash	\$ 3,797,721	\$ 5,213,000	\$ 5,192,721			\$ 5,213,000
2 Rolloff Revenue	125,967	150,000	167,956	17,956	140,688	173,000
3 Trash Bag Sales	199	1,000	265	(735)	195	300
Total Operating Income	3,923,888	5,364,000	5,360,942	(3,058)	5,026,245	5,386,300
TOTAL TRASH REVENUE	\$3,923,888	\$5,364,000	\$5,360,942	(\$3,058)	\$5,026,245	\$5,386,300
Operating Expense						
4 Bad Debt Expense: Trash	\$ 10,641	\$ 20,000	\$ 14,188	\$ 5,812	\$ 18,880	\$ 20,000
5 Trash Bags	-	-	4,063	(4,063)	-	
6 Trash Contract Expense	3,519,035	4,890,000	4,797,618	92,382	4,551,836	4,890,000
Total Operating Expense	3,529,676	4,910,000	4,815,869	94,131	4,570,716	4,910,000
Administrative Expense						
7 General Fund Administrative Expense	254,000	508,000	508,000	-	597,127	636,000
8 SB 1383 Administrative Expense	<b>1</b> -1	65,000	-	65,000	-	-
Total Administrative Expense	254,000	573,000	508,000	65,000	597,127	636,000
Total Expense	3,783,676	5,483,000	5,323,869	159,131	5,167,843	5,546,000
Transfers						
9 Property Tax Transfer In	-	(119,000)	(119,000)	-	(263,453)	(159,700)
Total Transfers	-	(119,000)	(119,000)	-	(263,453)	(159,700)
TOTAL TRASH EXPENSES AND TRANSFERS	\$3,783,676	\$5,364,000	\$5,204,869	\$159,131	\$4,904,390	\$5,386,300

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Fund Excess (Deficit)

[1] Includes budget amendments adopted by Board of Directors up through June 6, 2024.

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# Rubidoux Community Services District Water Fund Budget

	Y	Actual TD March 2024	20	Annual Budget )23/2024 <sup>[1]</sup>	1	Projected Year End 2023/2024	(Uı	Favorable nfavorable) Variance	Audited 022/2023	Adopted Budget 024/2025
Operating Income										
1 Sales - Residential	\$	3,953,864	\$	6,109,000	\$	5,453,864	\$	(655,136)	\$ 4,357,505	\$ 6,559,000
2 Sales - Commercial		1,169,205		2,037,000		1,409,205		(627,795)	1,698,901	2,186,000
3 Sales - Late Charges		68,255		76,000		91,006		15,006	75,034	92,000
4 Sales - Service Charges		3,777		6,000		5,036		(964)	6,017	6,000
5 Sales - Reconnect Charge		24,550		29,000		32,733		3,733	28,750	33,000
6 Sales - Meters		11,570		95,000		15,427		(79,573)	83,195	95,000
7 Sales - Jumper Income		-		34,000		-		(34,000)	32,000	34,000
8 Sales - JCSD		-		-		-		-	538,118	-
Total Operating Income		5,231,220		8,386,000		7,007,270		(1,378,730)	 6,819,520	 9,005,000
Other Income		200 747		202.000		421,449		128,449	257,922	421,000
9 Interest Income		208,717		293,000 10,000		421,449 9,186		(814)	305,599	10,000
10 Miscellaneous Revenue		6,889		54,000		107,327		53,327	64,983	107,000
11 Interest Income: Non-Operational		51,209		160,000		-		(160,000)	04,303	43,875
12 Grant Income: Cal OES (LHMP)		-		100,000		-		(100,000)	428,993	
13 Non-Operating Commercial Revenue Total Other Income		266,815		517,000		537,961		20,961	 1,057,497	 581,875
TOTAL WATER REVENUE	\$	5,498,035	\$	8,903,000	\$	7,545,231	\$	(1,357,769)	\$ 7,877,018	\$ 9,586,875
Operating Expense										
14 Pump Energy Costs	\$	440,200	\$	536,000	\$	586,933	\$	(50,933)	\$ 570,609	\$ 605,000
15 Water Analyses		145,720		243,000		194,293		48,707	228,175	243,000
16 Bad Debt Expense: Wtr		-		22,000		9,000			12,135	15,000
17 R & M Vehicle		22,839		23,000		30,452		(7,452)	29,286	31,000
18 R & M Equipment, Heavy		21,018		46,000		28,024		17,976	48,337	29,000
19 R & M Water System (includes asphalt)		395,314		304,000		507,789		(203,789)	409,762	523,000
20 R & M Office		4,879		11,000		6,505		4,495	9,575	7,000
21 R & M Anita B. Smith Plant				100,000		-		100,000	-	-
22 Operating Expense		163,602		516,000		318,137		197,863	267,120	428,000
23 Op/Maint Wellhd Treat Facility (N03 Plt)		281,078		324,000		374,770		(50,770)	299,373	436,000
24 Operating Expense: Treatment Media		865,923		1,250,000		905,923		344,077	189,376	1,000,000
25 General Supplies & Expenses		5,121		24,000		6,828		17,172	10,082	7,000 131,000
26 Bank Service Charges		95,476		122,000		127,301		(5,301)	120,488 32,089	43,000
27 Chemical/Mineral Supplies		30,990		36,000		41,320		(5,320)	43,182	24,000
28 Regulatory Fee/State		8,694		40,000		23,219		16,781	10,843	17,000
29 Clothing/Shoe Expense		11,779		12,000		15,706 17,286		(3,706) 7,714	15,972	25,000
30 Employee Education and Training		12,965		25,000 3,000		2,724		276	2,781	3,000
31 Utilities		2,043 2,769		4,000		3,692		308	3,528	4,000
32 Telephone		2,769		2,000		1,081		919	1,141	2,000
33 Dues & Subscriptions		25,356		38,000		33,808		4,192	11,121	38,000
34 Licenses & Permits		-		5,000		-		5,000	1,345	5,000
35 Mileage & Conference Expense		50,682		71,000		67,576		3,424	73,144	70,000
36 Gasoline Expense 37 Liability Insurance		57,411		127,000		113,111		13,889	120,751	152,000
38 Attorney Fees		-		5,000		-		5,000	-	5,000
39 Consulting Fees:Grant Support Services		44,957		55,000		59,943		(4,943)	9,432	15,000
40 Consulting Fees:Cost of Svc Study(60%WF/40%SF)		3,540		-		4,720		(4,720)	30,999	-
41 Consulting Fees: Utility/Rate		-		15,000		-		15,000	-	15,000
42 Consulting Fees: Safety (50%WF/50%SF)		-		15,000		-		15,000	-	-
43 Consulting Fees:LHMP (75%WF/25%SF)		-		178,000		-		178,000	-	48,750
44 Consulting Fees:Valve Turning Program		-		15,000		-		15,000	5,814	15,000
45 Consulting Fees: SCADA Eval. & Impl.				-				-	-	-
46 Consulting Fees: Operator Training/SOPs		52,605		119,000		52,605		66,395	153,063	40,000
47 Consulting Fees: Lead and Copper Service Line Inventory		-		31,000		-		31,000	5) 	31,000
48 Consulting Fees: Urban Water Management Plan update		-		-		-		-	-	20,000
49 Consulting Fees: Leppa		-		7,000		7,000		-	-	
50 Consulting Fees: Drought, Cons., Water Loss/Eff.		-		45,000		15,000		30,000	15,000	45,000
51 Mission Blvd. Mainline Flushing and Facilities		-		80,000		-		80,000	-	80,000
52 Engineering Fees:WTR		110,404		150,000		147,206		2,794	186,581	180,000
53 Engineering Fees:Master Plans		16,794		-		16,794		(16,794)	12,400	-

## Rubidoux Community Services District Water Fund Budget

	Actual YTD March 2024	Annual Budget 2023/2024 <sup>[1]</sup>	Projected Year End 2023/2024	Favorable (Unfavorable) Variance	Audited 2022/2023	Adopted Budget 2024/2025
54 Engineering Fees:Design Manual(50%WF/50%SF)	-	81,250	47,500	33,750	-	33,750
55 Engineering Fees: Well 8 Down Well Logging and Analysis	24,858	50,000	50,000	-	-	-
56 Engineering Fees: Thompson Plan Manganese Analysis	24,631	30,000	30,000	-	-	-
57 Engineering Fees: Cross Connection Ordinance	-	-	-		-	15,000
58 Fleet Tracking(67%WF/33%SF)	2,224	4,000	2,966	1,034	3,452	4,000
59 Loss Claims	4,988	10,000	6,651	3,349	2,014	10,000
60 Publication of Public Notices	-	1,000	1,000	-	-	1,000
61 Miscellaneous Expense	-	1,000	1,000	-	15,000	1,000
62 Imported Water Purchases	-	-	×	-	-	-
63 Computer System Support	-	-	-	-	2,282	-
64 Computer Misc. and Hardware	4,644	10,000	6,193	3,807	11,430	10,000
65 Condition Assessment (75% WF/25% SF)	18,854	223,000	99,300	123,700	-	142,500
66 Water Policy Advocacy	-	15,000	-	15,000	-	15,000
Total Operating Expense	2,953,171	5,024,250	3,963,356	1,047,894	2,957,684	4,565,000
Administrative Expense						
67 Salaries Expense	1,548,269	2,028,000	2,114,358	(86,358)	1,961,556	2,271,000
68 Employee Vacation/Sick Accrual Expense	86,193	103,000	86,193	16,807	47,329	45,000
69 Payroll Tax Expense	123,522	153,000	184,696	(31,696)	158,153	163,000
70 Health & Retirement Expense	763,025	885,000	1,017,366	(132,366)	914,113	1,064,000
71 Retirement Expense - Excess UAL	-	97,000	97,000	-	-	78,000
72 Workers Comp Insurance	51,689	72,000	68,919	3,081	67,158	78,000
73 General Admin. Expense	483,500	967,000	967,000	-	1,138,621	1,212,000
74 Recruitment	-	-	-	-	1,284	
Total Administrative Expense	3,056,198	4,305,000	4,535,532	(230,532)	4,288,214	4,911,000
Other Expense			4 500	500	5 07F	2 000
75 SERIES 1998-Misc. Expense	1,500	2,000	1,500	500	5,075 90,956	2,000 77,000
76 MN Plant 17-18 Interest Exp	42,838	84,000	83,886 56,695	114 305	54,708	51,126
77 Building Interest Exp	28,348	57,000		918	150,738	130,126
Total Other Expense	72,686	143,000	142,082			
Total Expense	6,082,055	9,472,250	8,640,970	818,280	7,396,636	9,606,126
Asset Acquisitions						
78 Fleet Replacement	43,608	75,000	75,000	-	-	70,000
79 Thompson Disinfection System	15,232	-	15,232	(15,232)	16,346	-
80 Pumps, Valves and Mag Meters	-	150,000	-	150,000	236,753	150,000
81 IT Upgrades and Implementation	21,500	100,000	-	100,000	22,000 7,351	60,000
82 Systems Operator Office Upgrade	- 16,882	-	- 16,882	- (16,882)	56,034	-
83 Non-Eligible Grant Expense 84 Backup Pumps	10,002	-	20,000	(20,000)	-	
85 Field Building Project	48,220	-	-	(	1,581	-
86 SCADA Replacement - Water Portion (Planning)		-	-	-	-	100,000
87 Forklift	-	-	-	-	_	40,000
88 Booster Pumps - Ridgeline x 2	-	-	-	-	- ,	50,000
Total Asset Acquisitions	145,442	325,000	127,114	197,886	340,065	470,000
Long-Term Debt						_ = = . = *
89 Debt Service - MN Plant 17-18 Principal	139,260	281,000	280,310	690	266,349	288,000
90 Debt Service - Building Principal	-	183,000	182,602	398	-	188,200
Total Long-Term Debt	139,260	464,000	462,912	1,088	266,349	476,200

#### Rubidoux Community Services District Water Fund Budget

	Actual YTD March 2024	Annual Budget 2023/2024 <sup>[1]</sup>	Projected Year End 2023/2024	Favorable (Unfavorable) Variance	Audited 2022/2023	Adopted Budget 2024/2025	
Transfers							
91 Property Tax Transfer In	-	(782,000)	(782,000)	-	571,003	(784,100)	
92 Transfer to/(from) COP Reserves	-	(240,000)	(240,000)	-	(1,000,000)	-	
93 Transfer to(from) CIP	-	1,027,000	-	(1,027,000)	-	2,139,639	
94 Transfer to/(from) Unrestricted Reserves	973,973	391,750	796,286	(404,536)	196,003	-	
95 Transfer to/(from) Restricted Reserves	1,995,741	-	-	-	-	-	
96 Transfer to/(from) General Fund	(391,000)	(1,232,000)	20,560	(1,252,560)	-	-	
97 Transfer to/(from) Restricted-Grant	(300,000)	-	(300,000)	300,000	-	-	
Total Transfers	2,278,714	(835,250)	(505,154)	(2,384,096)	(232,994)	1,355,539	
TOTAL WATER EXPENSES AND TRANSFERS	\$ 8,645,471	\$ 9,426,000	\$ 8,725,841	\$ (1,366,841)	\$ 7,770,056	\$ 11,907,865	

ESTIMATED JULY 1, 2024 RESERVE \$ 6,702,982

ESTIMATED FISCAL YEAR 24/25 EXCESS (DEFICIT) \$ (2,320,990)

ESTIMATED JUNE 30, 2025 RESERVE \$ 4,381,992

[1] Includes budget amendments adopted by Board of Directors up through June 6, 2024.

#### Rubidoux Community Services District Water Capital Improvement Project (CIP) Budget Master Plan Projects

	Actual YTD March 2024		Annual Budget 2023/2024 <sup>[1]</sup>		Projected Year End 2023/2024		Favorable (Unfavorable) Variance		Audited 2022/2023	Adopted Budget 2024/2025		
Income												
1 Developers EDU Fees: Income	\$ 193,686	\$	1,292,000	\$	193,686	\$	(1,098,314)	\$	1,388,516	\$	680,000	
2 Lennar Tract - Construction in aid of EDU	-		-		-		-		-		1,387,200	
3 Contributions in Aid of Construction	-		-		-		-		2,428,737		950.000	
4 Grant Income - USBR - Drought (DSP) - Wstrn			850,000				-				850,000	
TOTAL WATER MASTER PLAN REVENUE	\$ 193,686	\$	2,142,000	\$	193,686	\$	(1,098,314)	\$	3,817,253	\$	2,917,200	
Expense												
5 Hunter Tank Site (Preliminary Design)	\$-	\$	100,000	\$	-	\$	100,000	\$		\$	100,000	
6 Well 25 Project (USBR - Drought (DSP) - Wstrn)	106,716		1,700,000		-		1,700,000		-		1,700,000	
7 Goldenwest Booster Station (Design)	2,410		100,000		25,000		75,000		-		-	
8 Goldenwest Booster Station (Construction) Phase 1	-		-		-		-		×		924,000	
9 Leland Thompson Water Treatment Facility Basis of Design	-		100,000		-		100,000				100,000	
10 Lennar Tract - Water Transmission Pipeline	-		-		-		-		-		1,926,858	
11 West Valley Intertie	10,578		750,000		-		750,000		-		-	
Total Expense	119,705		2,750,000		25,000		2,725,000				4,750,858	
Transfers												
12 Transfer to/(from) CIP Reserves	1,196,306		(749,000)		-		(749,000)		-			
13 Transfer to/(from) Water Fund	-		(1,027,000)		-		(1,027,000)		-		-	
Total Transfers	1,196,306		(1,776,000)		-		(1,776,000)	_	•		-	
TOTAL WATER CIP EXPENSES AND TRANSFERS	\$ 1,316,011	\$	974,000	\$	25,000	\$	949,000	\$	<u> </u>	\$	4,750,858	
Fund Excess (Deficit)										\$	(1,833,658)	

[1] Includes budget amendments adopted by Board of Directors up through June 6, 2024.

ESTIMATED JULY 1, 2024 MAINLINE (CAPACITY / MP) RESERVE \$2,627,708

ESTIMATED FISCAL YEAR 24/25 EXCESS (DEFICIT) (\$1,833,658)

ESTIMATED JUNE 30, 2025 MAINLINE (CAPACITY / MP) RESERVE \$794,050

#### **Rubidoux Community Services District** Water Capital Improvement Project (CIP) Budget

	Account		Actual D March 2024	Annual Budget 2023/2024 <sup>[1]</sup>	Projected Year End 2023/2024	(Un	Favorable (Unfavorable) Variance		Audited 2022/2023		Adopted Budget 024/2025
Income											
1 Sales - Water Replacement	4050.300.0.30	\$	51,072	\$ -	\$ 51,07	2\$	51,072	\$	170,927	\$	-
2 Grant Income - USBR - AMI			-		<u> </u>		-				750,000
TOTAL WATER CAPITAL PROJECT REVENUE		-	\$51,072	\$0	\$51,07	2	\$51,072		\$170,927		\$750,000
Expense											
3 Well 8 Rehab			,	-	-		-		-		150,000
4 Tract 37211 Opal Street Water Improvements	7030.011.0.30		33,793	177,659	33,79	3	143,866				144,000
5 District Tank Refurbishments (Phase 2)			-	-	-		-		-		650,000
6 LT WTF Fe/Mn System Backwash Pipe	7030.008.0.30		13,324	890,000		0	855,000		-		855,000
7 Goldenwest Booster Station (Construction Phase 1)			-	370,000			370,000				370,000
8 District at JV Well Sites/LT Expansion (LT Exansion Lot)			-	18,000			18,000		-		100,000
9 Annexation Work - Water Pipeline Move (Design)			-	50,000			50,000		-		50,000
10 Generator - Well 2 Site			-	266,000			266,000		~		198,000
11 Generator - Well 1A Site			-	221,000			221,000		-		198,000
12 AMI Project (Grant Funding Approx. 50%)			-	20,000	-		20,000		-		1,500,000
13 Jewel Street Pipeline Extension (400 FT)			-	-	<b>H</b> 01				-		300,000
Total Expense			505,654	2,767,659	527,33	0	2,240,329		<u> </u>		4,515,000
Transfers											
14 Transfer to/(from) Reserves			119,922	(1,020,000	) (176,89	9)	(843,101)		96,654		1 <del>1</del>
15 Transfer to/(from) Water Fund Unrestricted			-	-	-		-		-		(2,139,639)
16 Transfer to/(from) Water COP Fund			-	-	-		-		-		(1,577,319)
Total Transfers			119,922	(1,020,000	) (176,89	9)	(843,101)		96,654		(3,716,958)
TOTAL WATER CAPITAL PROJECT EXPENSES AND TRANSFERS		_	\$625,576	\$1,747,659	\$350,43	1	\$1,397,228		\$96,654		\$798,042
Fund Excess (Deficit)										\$	(48,042)

#### Fund Excess (Deficit)

[1] Includes budget amendments adopted by Board of Directors up through June 6, 2024.

ESTIMATED JULY 1, 2024 CAPITAL RESERVE \$ 463,042

ESTIMATED FISCAL YEAR 24/25 EXCESS (DEFICIT) (48,042) \$

ESTIMATED JUNE 30, 2025 CAPITAL RESERVE 415,000

## Rubidoux Community Services District COP Water Fund Budget

	Y	Actual TD March 2024	20	Annual Budget 023/2024 <sup>[1]</sup>	1	Projected Year End 2023/2024	(U	Favorable nfavorable) Variance	Audited 2022/2023		Adopted Budget 2024/2025
Operating Income 1 Sales - Bond 2 SERIES 1998-Interest Income	\$	330,962 8,032	\$	10,000	\$	330,962 27,977	\$	330,962 17,977	\$ 1,159,713 18,195	\$	- 11,667
TOTAL COP WATER REVENUE		\$338,994		\$10,000		\$358,939		\$348,939	 \$1,177,908		\$11,667
Other Expense 3 SERIES 1998-Interest Expense Total Other Expenses	\$	28,862 <b>28,862</b>	\$	51,893 <b>51,893</b>	\$	51,893 <b>51,893</b>	\$		\$ 87,858 <b>87,858</b>	\$ \$	32,402 32,402
Long-Term Debt 4 Debt Service - SERIES 1998 Principal Total Long-Term Debt		655,000 <b>655,000</b>		655,000 <b>655,000</b>		655,000 <b>655,000</b>			 625,000 <b>625,000</b>		690,000 <b>690,000</b>
Transfers 5 Transfer to/(from) Reserves 6 Transfer to Water CIP Fund (Balance Closeout) Total Transfers		(675,830) - (675,830)		(936,893) 240,000 <b>(696,893)</b>		(936,893) 240,000 <b>(696,893)</b>			(694,663) - -		1,577,319 <b>1,577,319</b>
TOTAL COP WATER EXPENSES AND TRANSFERS		\$8,032		\$10,000		\$10,000		\$0	 \$18,195		2,299,721
Fund Excess (Deficit)											(2,288,054)

[1] Includes budget amendments adopted by Board of Directors up through June 6, 2024.

ESTIMATED JULY 1, 2024 COP RESERVE \$ 2,288,054

ESTIMATED FISCAL YEAR 24/25 EXCESS (DEFICIT) \$ (2,288,054)

ESTIMATED JUNE 30, 2025 COP RESERVE \$\_\_\_\_

## Rubidoux Community Services District Sewer Fund Budget

	Actual YTD March 2024	Annual Budget 2023/2024 <sup>[1]</sup>	Projected Year End 2023/2024	Favorable (Unfavorable) Variance	Audited 2022/2023	Adopted Budget 2024/2025
Operating Income						
1 Sales - Sewer 2 Sales - RST	\$ 2,193,544 138,699	\$ 3,480,000 -	\$ 3,063,544 138,699	\$ (416,456) 138,699	\$ 2,602,534 558,047	\$     3,671,000 -
Total Operating Income	2,332,243	3,480,000	3,202,243	(277,757)	3,160,581	3,671,000
Other Income						
3 Interest Income	45,252	55,000	101,286	46,286	48,713	101,000
4 Miscellaneous Income	70,063	2,000	70,063	68,063	-	2,000
5 Permits & Licenses	-	2,000	-	(2,000)	500	2,000
6 Interest Income: Non-Operational	48,228	53,000	102,992	49,992	46,893	103,000
7 Pretreatment Revenue	2,900	-	3,000	3,000	-	4,000
8 Grant Revenue	- 166,443	- 112,000	277,341	165,341	96,106	14,625 226,625
Total Other Income						
TOTAL SEWER REVENUE	\$2,498,685	\$3,592,000	\$3,479,584	(\$112,416)	\$3,256,687	\$3,897,625
Operating Expense	- 10 (1997)					F0 000
9 Energy Costs	41,901	55,000	55,868	(868)	58,648	58,000
10 Riverside City Treatment Costs	995,022	1,770,000	1,475,022	294,978	1,706,414 73,132	1,821,000 84,000
11 Industrial Pretreatment Costs	27,093	82,000	36,124 15,599	45,876 (13,599)	5,130	16,000
12 Lab Fees	11,699	2,000 10,000	6,500	(13,599) 3,500	10,792	7,000
13 Bad Debt Expense	- 2,896	10,000	3,861	6,139	7,540	25,000
14 R & M Equipment	44,791	22,000	59,722	(37,722)	30,036	186,000
15 R & M Sewer System 16 Hydrowash	29,122	250,000	38,829	211,171	72,188	250,000
17 Operating Expense	17,377	21,000	23,170	(2,170)	23,625	24,000
18 Operating Expense: Video Line Inspection	-	100,000		100,000	-	100,000
19 Telephone	449	1,000	599	401	601	1,000
20 Licenses & Permits	7,174	10,000	9,566	434	10,089	10,000
21 Gasoline Expense	7,075	10,000	9,433	567	9,890	10,000
22 Liability Insurance	14,984	33,000	19,978	13,022	31,515	40,000
22 City Riverside Litigation: Appeal	61,579	175,000	110,000	65,000	219,857	-
23 City Riverside Litigation: Retrial	-	-	-	-	· -	150,000
24 Consulting Fees:Safety (50%WF/50%SF)	-	15,000	<u>-</u>	15,000	-	-
25 Consulting Fees:LHMP (75%WF/25%SF)	-	-	-	-	-	16,250
26 Consulting Fees: Permit Fee Design	-	12,000	-	12,000	10,841	-
27 Consulting Fees: LEPPA	-	2,000	<u>H</u> .,	2,000	-	۹.
28 Consulting Fees: SSMP	-	-	-	-		10,000
29 Engineering Fees	6,449	4,000	8,599	(4,599)	18,284	9,000
30 Loss Claims	-	10,000	-	10,000		10,000
31 Engineering Fees:Master Plans	-	-	=	-	1,470	-
32 Engineering Fees:Design Manual(50%WF/50%SF)	-	81,250	-	81,250	-	81,000
33 Consulting Fees:Cost of Svc Stdy(60%WF/40%SF)	2,442		17,442	(17,442)	20,581	-
34 Consulting Fees: Utility/Rate	-	15,000	-	15,000	-	15,000
35 Jurupa Hills Force Main (Feasibility)	-	-	-	-	-	20,000
36 Fleet Tracking(67%WF/33%SF)	1,096	2,000	1,461	539	1,496	2,000
37 Publication of Public Notices	-	1,000	1,000	÷.	-	1,000
38 Miscellaneous Expense	20	-	- 33,100	33,900	-	47,500
39 Condition Assessment (75% WF/25% SF) 40 Employee Education and Training	6,285	67,000 2,000		2,000	372	2,000
Total Operating Expense	1,277,454	2,762,250	1,925,873	836,377	2,312,500	2,995,750
Administrative Expense						
41 Salaries Expense	55,498	75,000	73,998	1,002	76,254	73,000
42 Payroll Tax Expense	4,332	7,000	5,775	1,225	5,865	7,000
43 Health & Retirement Expense	8,070	33,000	10,760	22,240	7,062	39,000
44 Retirement Expense - Excess UAL	-	4,000	-	4,000	-	3,000
45 Workman's Compensation Ins.	1,534	3,000	2,046	954	2,206	2,000
46 General Admin Expense	288,000	576,000	576,000	-	677,432	721,000
Total Administrative Expense	357,434	698,000	668,579	29,421	768,818	845,000
Total Expense	\$1,634,888	\$3,460,250	\$2,594,452	\$865,798	\$3,081,318	\$3,840,750

## Rubidoux Community Services District Sewer Fund Budget

	Actual YTD March 2024	Annual Budget 2023/2024 <sup>[1]</sup>	Projected Year End 2023/2024	Favorable (Unfavorable) Variance	Audited 2022/2023	Adopted Budget 2024/2025							
Asset Acquisitions													
47 Pumps: Various	-	50,000	-	50,000	21,190	50,000							
48 Regional Muffin Monster	-		-	· ·	-	77,000							
49 Drying Beds: Regional (Design)	-	100,000.00	-	100,000	-	100,000							
50 SCADA Samsara Alternative	-	-		-	-	100,000							
51 Other Equipment	-	10,000	-	10,000	5,587	10,000							
Total Asset Acquisitions	<u> </u>	160,000	<u> </u>	160,000	26,777	337,000							
Transfers													
52 Allocation - Net Property Tax Revenues - Sewer		(50,000)	(50,000)	-	(15,000)	(425,000)							
53 Transfer In General Fund	(25,000)	-	-	-	-	-							
54 Transfer to Sewer CIP	-	-	-	-		1,199,063							
Total Transfers	(25,000)	38,750	(50,000)	88,750	(15,000)	774,063							
TOTAL SEWER EXPENSES AND TRANSFERS	\$1,609,888	\$3,659,000	\$2,544,452	\$1,114,548	\$3,093,095	\$4,951,813							
	ESTIMATED JULY 1, 2024 RESERVE												

ESTIMATED FISCAL YEAR 24/25 EXCESS (DEFICIT) \$ (1,054,188)

ESTIMATED JUNE 30, 2025 RESERVE \$ 1,000,649

[1] Includes budget amendments adopted by Board of Directors up through June 6, 2024.

### Rubidoux Community Services District Sewer Capital Improvement Project (CIP) Budget Master Plan Projects

	20	Actual YTD 24 March	2	Annual Budget 2023/2024 <sup>[1]</sup>	Projected Year End 2023/2024	Favorable Infavorable) Variance	Audited 2022/2023	E	dopted Budget 24/2025
Income 1 Developers EDU Fees: Income 2 Contributions in Aid of Construction	\$	140,261 -	\$	884,000 -	\$ 157,681	\$ (726,319)	\$ 897,181 3,187,999	\$	520,000
TOTAL SEWER MASTER PLAN REVENUE	\$	140,261	\$	884,000	\$ 157,681	\$ (726,319)	\$ 4,085,180	\$	520,000
Expense 3 Avalon Street and Alta Street (Seg 1) Total Expense	\$	-	\$	10,000 <b>10,000</b>	\$ 	\$ 10,000 <b>10,000</b>	\$ 	\$	230,000 230,000
Transfers 4 Transfer to/(from) CIP Reserves Total Transfers				807,000 <b>807,000</b>	 730,263 730,263	 76,737 <b>76,737</b>	 <u> </u>		
TOTAL SEWER CIP EXPENSES AND TRANSFERS	\$		\$	817,000	\$ 730,263	\$ 86,737	\$ 	\$	230,000
Fund Excess (Deficit)								\$	290,000

[1] Includes budget amendments adopted by Board of Directors up through June 6, 2024.

Estimated July 1, 2024 MAINLINE (CAPACITY / MP) RESERVE \$ 2,698,391

290,000

\$

Estimated June 30, 2025 MAINLINE (CAPACITY / MP) RESERVE \$ 2,988,391

### Rubidoux Community Services District Sewer Capital Improvement Project (CIP) Budget Captial Projects

		Actual D March 2024		Annual Budget 23/2024 <sup>[1]</sup>	٢	Projected Year End 023/2024	(l	Favorable Unfavorable) Variance		Audited 2022/2023	 Adopted Budget 2024/2025
Income	•	47 570	¢		\$	47,578	\$	47,578	¢	112,532	\$ -
1 Sales Sewer Replacement	\$	47,578	\$	-	Φ	47,370	φ	47,578	φ	112,002	 
TOTAL SEWER CAPITAL PROJECT REVENUE	\$	47,578	\$		\$	47,578	\$	47,578	\$	112,532	\$ 
Expense											
2 Jurupa Hills Force Main (Design)	\$	-	\$	200,000	\$	-	\$	200,000	\$	-	\$ 50,000
3 Jurupa Hills Force Main (Construction)		-		-		2 <del></del>		-		-	450,000
4 Belltown Lift Station Rehab (Design)		-		100,000		50,000		50,000		-	50,000
5 Belltown Lift Station Rehab (Construction)		-		-				-		-	1,170,000
6 Pipeline Replacement		-		100,000		-		100,000		-	 100,000
Total Expense				400,000		50,000		350,000		•	 1,820,000
Transfers				~							
7 Transfer to/(from) Replacement Reserves		-		(400,000)		112,512		(512,512)		-	-
8 Transfer to/(from) Sewer Fund Unrestricted		-		-		-		-			(1,199,063)
Total Transfers		-		(400,000)		112,512		(512,512)		•	 (1,199,063)
TOTAL SEWER CAPITAL PROJECT EXPENSES AND TRANSFERS	\$		\$		\$	162,512	\$	(162,512)	\$	-	\$ 620,937
Fund Excess (Deficit)											\$ (620,937)

[1] Includes budget amendments adopted by Board of Directors up through June 6, 2024.

ESTIMATED JULY 1, 2024 Capital Reserve \$ 620,937

ESTIMATED FISCAL YEAR 24/25 EXCESS (DEFICIT) \$ (620,937)

ESTIMATED JUNE 30, 2025 RESERVE

## Rubidoux Community Services District Field/Admin Building Fund Budget

	Actual D March 2024	Annual Budget 23/2024 <sup>[1]</sup>	Y	rojected ear End 023/2024	(Ur	avorable nfavorable) /ariance	2	Audited 2022/2023	I	dopted Budget 024/2025
Operating Income									•	
1 Sales - Field/Admin Bldg.	\$ 45,977	\$ -	\$	45,977	\$		\$	107,436	\$	-
Total Operating Income	45,977	-		45,977		45,977		107,436		-
TOTAL FIELD/ADMIN BLDG REVENUE	\$ 45,977	\$	\$	45,977	\$	45,977	\$	107,436	\$	
Operating Expense									45°	
2 Admin/Field Bldg. Proj. (Arch/Eng.)	\$ 82,172	\$ 304,000	\$	109,563	\$	194,437	\$	-	\$	785,312
Total Operating Expense	 82,172	 304,000	_	109,563		194,437		-	_	785,312
Transfers										
3 Transfer to/(from) Field/Admin Reserves	(1,951)	(604,000)		(63,586)		(540,414)		0.00		-
4 Reserve Transfer to General Fund	-	300,000		-		300,000		-		-
Total Transfers	 (1,951)	 (304,000)		(63,586)		(240,414)		•		•
TOTAL FIELD/ADMIN BLDG EXPENSES AND TRANSFERS	\$ 80,221	\$	\$	45,977	\$	(45,977)	\$	<u> </u>	_\$	785,312

#### Fund Excess (Deficit)

[1] Includes budget amendments adopted by Board of Directors up through June 6, 2024.

Estimated July 1, 2024 FIELD/ADMIN RESERVE \$ 785,312

(785,312)

-

\$

ESTIMATED FISCAL YEAR 24/25 EXCESS (DEFICIT) \$ (785,312)

ESTIMATED JUNE 30, 2025 FIELD/ADMIN RESERVE \$

RUBIDOUX COMMUNITY SERVICES DISTRICT         FY 2024-2025 Salary Plan - 3.0% COLA         FY 2024-2025 Salary Plan - 3.0% COLA         Approved and Adopted by the Board of Directors 6/20/2024         Payrates Effective 6/24/2024														
Job Classification		Step		1		2		<u>3</u>		<u>4</u>		<u>5</u>		<u>6</u>
Administrative Assistant (Part-Time)	Non-Exempt	Hourly	\$	23.92	\$	25.11	\$	26.37	\$	27.68	\$	29.07	\$	30.52
		Monthly	\$	2,073.07	\$	2,176.20	\$	2,285.40	\$	2,398.93	\$		\$	2,645.07
		Annual	\$	24,876.80	\$	26,114.40	\$	27,424.80	\$	28,787.20	\$		\$	31,740.80
Accounting / Customer Service Clerk I	Non-Exempt	Hourly	\$	29.75	\$	31.23	\$	32.80	\$	34.43	\$		\$	37.97
		Monthly	\$	5,156.67	\$	5,413.20	\$	5,685.33	\$	5,967.87	\$	· · · · · · · · · · · · · · · · · · ·	\$	6,581.47
		Annual	\$	61,880.00	\$	64,958.40	\$	68,224.00	\$	71,614.40	\$		\$	78,977.60
Accounting / Customer Service Clerk II	Non-Exempt	Hourly	\$	34.63	\$	36.36	\$	38.18	\$	40.09	\$		\$	44.20
		Monthly	\$	6,002.53	\$	6,302.40	\$	6,617.87	\$	6,948.93	\$	7,297.33	\$	7,661.33
		Annual	\$	72,030.40	\$	75,628.80	\$	79,414.40	\$	83,387.20	\$		\$	91,936.00
Meter Reader	Non-Exempt	Hourly	\$	29.75	\$	31.23	\$	32.80	\$	34.43	\$		\$	37.97
		Monthly	\$	5,156.67	\$	5,413.20	\$	5,685.33	\$	5,967.87	\$	and the second second	\$	6,581.47
		Annual	\$	61,880.00	\$	64,958.40	\$	68,224.00	\$	71,614.40	\$		\$	78,977.60
Utility Maintenance Worker I	Non-Exempt	Hourly	\$	30.65	\$	32.19	\$		\$	35.47	\$		\$	39.12
		Monthly	\$	5,312.67	\$	5,579.60	\$	5,856.93	\$	6,148.13	\$		\$	6,780.80
		Annual	\$	63,752.00	\$	and the second se	\$	No. of Concession, Name of Street, or other	\$	73,777.60	\$	the second s	\$	81,369.60
Utility Maintenance Worker II	Non-Exempt	Hourly	\$	34.63	\$	36.36	\$	38.18	\$	40.09	\$		\$	44.20
		Monthly	\$	6,002.53	\$	6,302.40	\$	6,617.87	\$	6,948.93	\$	.,	\$	7,661.33
		Annual	\$	72,030.40	\$	75,628.80	\$	79,414.40	\$	83,387.20	\$		\$	91,936.00
Senior Utility Maintenance Worker I	Non-Exempt	Hourly	\$	37.35	\$	39.21	\$	41.17	\$	43.23	\$	45.39	\$	47.67
		Monthly	\$	6,474.00	\$	6,796.40	\$	7,136.13	\$	7,493.20	\$		\$	8,262.80
		Annual	\$	77,688.00	\$	81,556.80	\$	85,633.60	\$	89,918.40	\$	94,411.20	\$	99,153.60
Senior Utility Maintenance Worker II	Non-Exempt	Hourly	\$	41.18	\$	43.23	\$	45.39	\$	47.67	\$	50.03	\$	52.54
		Monthly	\$	7,137.87	\$	7,493.20	\$	7,867.60	\$	8,262.80	\$		\$	9,106.93
*		Annual	\$	85,654.40	\$	89,918.40	\$		Ş		_	104,062.40		109,283.20
Systems Operator I	Non-Exempt	Hourly	\$	35.57	\$		\$		\$		\$		\$	45.39
		Monthly	\$	6,165.47	\$		\$	6,796.40	\$	7,136.13	\$	.,	\$	7,867.60
		Annual	\$	73,985.60	\$	the second s	\$		\$		\$	And a state of the second	\$	94,411.20
Systems Operator II	Non-Exempt	Hourly	\$	37.35	\$		\$		\$		\$		\$	47.67
		Monthly	\$	6,474.00	\$		\$	7,136.13	\$	and the second se	\$		\$	8,262.80
		Annual	\$	77,688.00	\$		\$		\$	-	\$		\$	99,153.60
Senior Systems Operator I	Non-Exempt	Hourly	\$	45.18	\$		\$		\$		\$		\$	57.65
		Monthly	\$	7,831.20	\$		\$		\$		\$		\$	9,992.67
		Annual	\$	93,974.40	\$	And a state of the local division of the loc	_	103,584.00	-	108,763.20	-	5 114,192.00		119,912.00
Senior Systems Operator II	Non-Exempt	Hourly	\$	49.65	\$		\$		\$		\$		\$	63.37
		Monthly	\$	8,606.00	\$	9,035.87	\$		\$		\$	Strategy and strat	\$	10,984.13
		Annual		103,272.00	-	108,430.40	_	113,859.20	-	119,558.40		125,548.80	~	131,809.60
Backflow / Cross Connect Inspector	Non-Exempt	Hourly	\$	38.49	\$		\$		\$		\$		\$	49.12
		Monthly	\$	6,671.60	\$	and the second second second	\$	.,	\$		\$		\$	8,514.13
		Annual	\$	80,059.20	\$	84,052.80	\$	88,254.40	\$	92,664.00	\$	97,281.60	Ş	102,169.60

Assistant Engineer	Exempt	Hourly	\$ 59.68	\$	62.65	\$	65.79	\$ 69.07	\$	72.53	\$ 76.16
		Monthly	\$ 10,344.53	\$	10,859.33	\$	11,403.60	\$ 11,972.13	\$	12,571.87	\$ 13,201.07
		Annual	\$ 124,134.40	\$	130,312.00	\$	136,843.20	\$ 143,665.60	\$	150,862.40	\$ 158,412.80
HR Generalist / Safety and Facilities	Exempt	Hourly	\$ 47.58	\$	49.94	\$	52.44	\$ 55.06	\$	57.82	\$ 60.72
Coordinator		Monthly	\$ 8,247.20	\$	8,656.27	\$	9,089.60	\$ 9,543.73	\$	10,022.13	\$ 10,524.80
		Annual	\$ 98,966.40	\$	103,875.20	\$	109,075.20	\$ 114,524.80	\$	120,265.60	\$ 126,297.60
Customer Service / Accounts Payable	Exempt	Hourly	\$ 54.14	\$	56.85	\$	59.69	\$ 62.67	\$	65.80	\$ 69.08
Manager		Monthly	\$ 9,384.27	\$	9,854.00	\$	10,346.27	\$ 10,862.80	\$	11,405.33	\$ 11,973.87
		Annual	\$ 112,611.20	\$	118,248.00	\$	5 124,155.20	\$ 130,353.60	\$	136,864.00	\$ 143,686.40
Director of Operations	Exempt	Hourly	\$ 73.41	\$	77.07	\$	80.94	\$ 84.98	\$	89.23	\$ 93.69
		Monthly	\$ 12,724.40	\$	13,358.80	\$	14,029.60	\$ 14,729.87	\$	15,466.53	\$ 16,239.60
		Annual	\$ 152,692.80	\$	160,305.60	\$	168,355.20	\$ 176,758.40	\$	185,598.40	\$ 194,875.20
Director of Finance and Administration	Exempt	Hourly	\$ 86.25	\$	90.57	Ş	95.10	\$ 99.85	\$	104.83	\$ 110.09
		Monthly	\$ 14,950.00	\$	15,698.80	\$	16,484.00	\$ 17,307.33	\$	18,170.53	\$ 19,082.27
		Annual	\$ 179,400.00	\$	188,385.60	\$	5 197,808.00	\$ 207,688.00	\$	218,046.40	\$ 228,987.20
Director of Engineering	Exempt	Hourly	\$ 86.25	\$	90.57	Ş	95.10	\$ 99.85	\$	104.83	\$ 110.09
		Monthly	\$ 14,950.00	\$	15,698.80	\$	16,484.00	\$ 17,307.33	\$	18,170.53	\$ 19,082.27
		Annual	\$ 179,400.00	\$	188,385.60	\$	5 197,808.00	\$ 207,688.00	\$	218,046.40	\$ 228,987.20
Assistant General Manager	Exempt	Hourly	\$ 103.50	\$	108.68	Ş	5 114.11	\$ 119.82	\$	125.81	\$ 132.11
		Monthly	\$ 17,940.00	\$	18,837.87	Ş	19,779.07	\$ 20,768.80	\$	21,807.07	\$ 22,899.07
		Annual	\$ 215,280.00	\$	226,054.40	Ş	3 237,348.80	\$ 249,225.60	\$	261,684.80	\$ 274,788.80
General Manager	Exempt	Hourly	\$ 121.38						1000		
		Monthly	\$ 21,039.20								
		Annual	\$ 252,470.40	F	lat Rate						

## 8. ACTION / DISCUSSION ITEMS (continued)

E. <u>CLOSED SESSION</u>: Pursuant to Government Code 54957.6: Agency Designated Representative: Brian Laddusaw - General Manager, Regarding Labor Negotiations with Employee Organization: Laborers International Union of North America, Local 777

## 9. DIRECTORS COMMENTS AND REQUEST

# 10. <u>NEXT MEETING</u>

Thursday, July 18, 2024, at 4:00 p.m.

# 11. ADJOURNMENT