

# 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



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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 6, 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: <https://zoom.us/>

- Meeting ID is **994 957 9980**
- 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. **ROLL CALL** – 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. **CONSENT CALENDAR**

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 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'



**6. CORRESPONDENCE AND RELATED INFORMATION**

**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
- D. Committee Reports

**8. ACTION / DISCUSSION ITEMS**

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

**9. DIRECTORS COMMENTS AND REQUESTS**

**10. NEXT MEETING**

Thursday, June 20, 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 [admin@rcsd.org](mailto:admin@rcsd.org), 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.



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Brian Laddusaw  
General Manager-Secretary

**4. PUBLIC COMMENTS**

**5. CONSENT CALENDAR**

A. Approval of Minutes for May 16, 2024, Regular Meeting



**RUBIDOUX COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS**

**MINUTES OF REGULAR MEETING  
Thursday, May 16, 2024**

**DIRECTORS PRESENT:** Bernard Murphy  
F. Forest Trowbridge

**DIRECTORS VIA ZOOM:** Hank Trueba, Jr.  
Armando Muniz  
John Skerbelis

**STAFF PRESENT:** Brian Laddusaw, General Manager  
Ted Beckwith, Director of Engineering  
Miguel Valdez, Director of Operations  
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):** Wendell Prude, LIUNA Local 777 Representative  
Johanna Garcia, LIUNA Local 777 Steward  
Maribel Madrigal, RCSD employee  
William Otterman, Fire Station 38, Fire Chief

**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, May 16, 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**

Wendell Prude, LIUNA Local 777 Representative commented on the experience negotiating with the District negotiating team. He apologized for the delay with the negotiations but thanked the professionalism and rapid response he received from GM Laddusaw and District staff. He stated he received an email from GM Laddusaw on a proposal for the union on May 3<sup>rd</sup> asking for a vote. The Union met and voted on the proposal 9-8. The proposal indicated the negotiations

would end and a contract would be signed once approved by the Board. Wendell commented Union members were not happy with the outcome and would like the Board to consider discussing the medical contributions once they receive a copy of the drafted MOU for approval.

Director Murphy commented that he would like to receive a copy of the drafted MOU during a scheduled closed session meeting. A Budget and Finance Committee meeting will be held to discuss the drafted MOU changes during the closed session.

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

- A. Approval of Minutes for May 2, 2024, Regular Meeting
- B. Consideration to Approve May 17, 2024, Salaries, Expenses and Transfers
- C. **DM 2024-35:** Acceptance of Grant Deed for Contributed Water and Sewer Assets for Agua Mansa Commerce Park - Parcel Map 37528
- D. **DM 2024-36:** Receive and File Statement of Cash Asset Schedule Report Ending March 2024

#### **ACTION:**

**Director Murphy moved, and Director Muniz 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 Laddusaw shared with the Board an article from the Riverside Press Enterprise titled, "Sacramento- California reports its first increase in groundwater supplies in 4 years." After massive downpours flooded California's rivers and packed mountains with snow, the state reported Monday the first increase in groundwater supplies in four years. The state saw 4.1 million acre-feet of managed groundwater recharge in the water year ending in September and an 8.7 million acre-feet increase in groundwater storage, California's Department of Water Resources said. Groundwater supplies are critical to growing much of the country's fresh produce. The semiannual report came after water officials stepped up efforts during last year's rains to capture water flows from melting snowpack in the mounts and encouraged farmers to flood fields to replenish groundwater basins. California has been seeking to step up groundwater recharge with even drier years expected from climate change.

## ITEM 7. REPORTS

### A. Operations Report (Second Meeting Each Month)

Director of Operations Miguel Valdez reported the Water and Wastewater production numbers. The average total well production in million gallons for potable water is 2.76. The total was 2.99. The Wastewater flow to Riverside average was 1.71. The consumption of JCSD was 0.0. Well No. 18 produced 26.8%. Well No. 8 produced 28.9%. Well No. 6 produced 14.2%. Well No. 2, 1 and the Jurupa Tie- In produced 0.0%.

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

*\*\*\*Deferred to 4:30PM presented after DM 2024-37*

Fire station 38 Chief presented the incidents reported for the month of April 2024. The station had a total of 262 calls. It received 34 false alarm calls, 188 medical calls, 5 other fire calls, 3 other miscellaneous calls, 6 public service assistant calls, 3 rescue fires, 1 ringing alarm, 2 standbys, 17 traffic collisions, and 3 vehicle fires.

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

GM Laddusaw commented the City of Jurupa Valley Public Works Department Open House scheduled for Saturday, May 18, 2024, had a change of date to Saturday, June 1, 2024, from 8 am – 12 pm at the Jurupa Valley Operations Center.

### D. Committee Reports

No Committee reports to report on, but GM Laddusaw commented on the Trash rates meeting that occurred on Monday, May 13<sup>th</sup> with Director Skerbelis and Director Trueba. They met with City Council member Altamirano to discuss the trash rates.

Director Murphy met with Burrtec staff Richard Nuno and Micheal Heftman on Tuesday, May 14<sup>th</sup> to discuss SB 1383 and the total weight of the containers after they are picked up from the residents. He would like to see a graph including the numbers from now until FY 26/27.

## ITEM 8. ACTION/DISCUSSION ITEMS.

- A. **DM 2024-37:** Consideration to Adopt Contract Amendments to the “Contract Services Agreement for Refuse Collection, Disposal, and Recycling Services in the Rubidoux Community Services District” with Burrtec Waste Industries, Inc.

### BACKGROUND:

On January 8, 2008, the Rubidoux Community Services District (“District”) Board of Directors (“Board”) entered into an agreement entitled – “Contract Services Agreement For Refuse Collection, Disposal, And Recycling Services In The Rubidoux Community Services District” (“Agreement”) with Burrtec Waste Industries, Inc. (“Burrtec”) effective January 1, 2008. The original Agreement is included as Attachment 1.

On April 11, 2024, the Solid Waste Committee (“Trash Committee”) considered the following Agreement amendments:

1. First Amendment to Agreement – Section 3.2 ‘Change in Cost of Doing Business’ (consumer price index, “CPI”)
2. Second Amendment to Agreement – SB 1383 language to mirror CalRecycle’s contract language amendment requirements
3. Third Amendment to Agreement – Section 3.5(c) ‘Billing’

The amendments summarized above are described in further detail in the following pages. Further, at the conclusion of the April 11, 2024, Trash Committee, both Committee members concurred on the following motion:

1. Consider and approve the First, Second, and Third Amendment to the Burrtec contract and agendaize for full Board consideration for the regularly scheduled Board meeting on May 2, 2024. (Note: Due to a delay in attorney responses, the consideration to adopt the amendments was delayed to May 16, 2024.)

Included in Section 3(a) of the original Agreement with Burrtec, is reference to the commercial Franchise Fee, originally set at 10%. No reference is made to the District’s residential Administrative Fee, originally set at \$0.25 per month per customer. The commercial Franchise Fee and residential Administrative Fee are herein referred to as the “District’s fees”. Beginning in FY 2022|2023, the Board adopted a 5-year rate plan to adjust both fees to eliminate the District’s need to subsidize budget shortfalls with discretionary property taxes revenues.

On April 18, 2024, the Board unanimously voted on a motion to authorize staff to prepare and mail a Proposition 218 notice for rate adjustments which included a commercial Franchise Fee of 17% and a residential Administrative Fee of \$2.00. The Board will consider a Resolution to adopt a new fee schedule subsequent to the Public Protest Hearing on June 20, 2024. Understanding the District’s Board has the authority to adjust the District’s fees on an annual basis, the Agreement language included in Section 3(a) must be amended to conform with this District practice. This proposed language was not considered by the Trash Committee on April 11, 2024. Staff is introducing amended Agreement language this evening for full Board consideration.

For administrative ease, amendments 1 and 3 approved by the Trash Committee were combined into a single amendment (Amendment 1) and will also include adjustments to the contract language regarding the District’s fees. Amendment 2 is narrowly focused on SB 1383. Both Amendment’s 1 and 2, as presented, have already been reviewed and approved by Burrtec’s staff and legal counsel in addition to the District’s General Counsel, John Harper.

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**1. FIRST AMENDMENT TO AGREEMENT (ATTACHMENT 2)**

**ITEM 1 – SECTION 3.2 ‘CHANGE IN COST OF DOING BUSINESS’**

*Background*



Pursuant to Section 3.2 ‘Change in Cost of Doing Business’ the service component rate, or the amount kept by Burrtec, is adjusted annually upward or downward to reflect changes in the cost of doing business as measured by the CPI published by the U.S. Department of Labor, Bureau of Labor Statistics (“BLS”), for the Riverside-San Bernardino Standard Metropolitan Statistical Area. The service component is adjusted either up or down based on the net percentage change in the CPI from the prior year as of October 1. Section 3.2 of the original contract is provided below for reference:

**3.2 Change in Cost of Doing Business. Rates in effect at the beginning of the term of this agreement shall be adjusted annually upward or downward to reflect changes in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI) published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Riverside-San Bernardino Standard Metropolitan Statistical Area. Beginning with July 1, 2008, and each year thereafter, said rates shall be increased or decreased in a percentage amount equal to the net percentage change in said CPI from the prior year as of October 1. Said changes shall be calculated to the nearest one percent.**

As a result of changes in the data published by the BLS a few years back, Burrtec was unable to use October 1 as its measurement date as the data was no longer available. Therefore, beginning with the Board adopted rates on July 1, 2019, Burrtec began using the % change in the yearly annual rate as published by the BLS for the Riverside-San Bernardino-Ontario area. To conform the original contract with this practice, Burrtec has proposed amending the original contract language under Section 3.2 as follows:

*3.2 Change in Cost of Doing Business. Rates ~~in effect at the beginning of the~~ governed by the term of this agreement shall be adjusted annually upward or downward to reflect changes in the service cost component of doing business, as measured by fluctuations in the Consumer Price Index All Urban Consumers (CPI-U) published by the U.S. ~~Department of Labor,~~ Bureau of Labor Statistics, for the Riverside-San Bernardino-Ontario, CA Standard Metropolitan Statistical Area. Beginning with July 1, ~~20208,~~ and each year thereafter, said service rates shall be increased or decreased by the in a percentage amount equal to the net percentage change in the said annual average CPI from the prior year, as of October 1. The percentage Said changes shall be calculated to two decimal places the nearest one percent.*

This amended language was approved by the Board on April 15, 2021, under Director’s Memorandum (“DM”) 2021-19, but was never formalized via a signed amendment.

## **ITEM 2 – SECTION 3.5 ‘BILLING’ SUBSECTION (C)**

### **Background**

Pursuant to Section 3.5 ‘Billing’ Subsection (c) the District is compensated \$3,000 per month for billing services. Billing services includes staff time to bill District customers for trash, collect trash receipts, and remit receipts to Burrtec. The amount remitted to Burrtec is subtractive of the District’s billing fee and residential Admin. and commercial Franchise fees. The \$3,000 per month billing fee retained by the District has remained unchanged throughout the life of the contract, but contract language included in Section 3.5(c) allows for an increase in the billing fee to “commensurate with the increase in service fees granted to Contractor in any given year.” This means the District is allowed to increase the \$3,000 per month, annually, in the same percentage as the service cost has increased, which is based on CPI. Understanding this, staff retroactively calculated the year-over-year CPI increase beginning with \$3,000 in 2008 to arrive at an adjusted billing fee of \$4,500 in 2024. This billing fee was discussed with Burrtec who are supportive of

the adjustment effective July 1, 2024. Further, included in the amendment is language to increase the \$4,500 by the same percentage Burrtec increases or decreases its service fees, adjusted annually, throughout the length of the contract.

### **ITEM 3 – SECTION 3.5 ‘BILLING’ SUBSECTION (A)**

#### *Background*

The current language included in Section 3.5 (a) is not accurate and must be updated to conform with current District practice. Staff proposes the following amendment language:

- (a) The District shall deduct from the Gross receipts received from the collection of garbage and waste, ~~including both from commercial and residential pick-ups, an amount as determined annually by the District that is mutually agreed upon by the Contractor and included as a pass-through cost component in the approved rates, only a sum equivalent to 10% and~~The District shall remit the remaining amount to the Contractor after further deducting any sums due. The District shall keep and maintain records of all persons, firms and corporations to who garbage and waste matter collection is provided, the amount of money billed and the amount collected for each type of service. The Contractor and the person served by the Contractor shall have the right to examine such records at all reasonable times. Such records shall be maintained in accordance with generally accepted accounting standards and shall include all necessary information as to the accuracy of revenues and billings.

## **2. SECOND AMENDMENT TO AGREEMENT (ATTACHMENT 3)**

#### *Background*

On September 19, 2016, Senate Bill 1383 (“SB 1383”), the Short-lived Climate Pollutant Reduction Act, was signed into law mandating all jurisdictions providing solid waste collection to adopt an organic recycling ordinance. The main goal of SB 1383 is to reduce organic waste disposal by 75 percent and increase edible food recovery by 20 percent by the year 2025. This legislation requires businesses, multi-family dwellings, and single-family residential properties to have access to recycling programs that collect food waste, green waste, wood waste, and fibers such as paper and cardboard.

The State of California relies on the California Department of Resources Recycling and Recovery, known as CalRecycle, a department within the California Environmental Protection Agency to develop regulations associated with waste and recycling laws passed by the legislature.

To comply with SB 1383 the District is mandated to:

- Provide organic waste collection services to all District solid waste customers including green waste, wood waste, food waste, etc.; and
- Implement an edible food recovery program recovering edible food from commercial edible food generators; and



- Provide education and outreach to haulers, generators, and edible food recovery organizations; and
- Procure recycled organic waste products such as compost, renewable gas, and mulch; and
- Plan and secure access for recycling and increasing edible food recovery capacity; and
- Monitor compliance efforts and conduct enforcement for annual reporting requirements.

Further, CalRecycle requires all jurisdictions who have contract solid waste agreements in the state amend those contracts to include standard SB 1383 language that mirrors CalRecycle’s amendment requirements with general statements intended to provide the District and Burrtec to operate, with some flexibility, that conforms with the regulatory requirements without specific prescriptive language. One example of this would be the container contamination minimization (“CCM”) program. Burrtec has selected, recommended, and implemented route reviews to comply with the CCM requirements because it is less expensive than waste characterizations. Burrtec anticipates CalRecycle will begin verifying contract conformity in the near future and having this amendment in place ensures the District remains compliant with SB 1383.

**ACTION:**

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

**Sign and execute Amendments 1 and 2 to the “Contract Services Agreement for Refuse Collection, Disposal, and Recycling Services in the Rubidoux Community Services District” with Burrtec Waste Industries, Inc.**

**Roll call:**

- Ayes – 5**
- Noes – 0**
- Abstain – 0**
- Absent – 0**

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

- B. DM 2024-38:** First Reading 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 tonight’s regularly scheduled Board meeting. The proposed Ordinance will adjust certain monthly charges for the collection, treatment, and disposal of wastewater. The proposed adjustment is based on the fully noticed year 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, debt service obligations, 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.

In conclusion, 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.

If no material changes are proposed by the Board to draft Ordinance No. 2024-136, staff recommends the Board continue with the timeline approved at the May 2, 2024, regular Board meeting and proceed with the Second Reading and Public Hearing at the regularly scheduled June 6, 2024, Board meeting.

**ACTION:**

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



**Schedule a Public Hearing and Final Reading of Ordinance No. 2024-136 for June 6, 2024, regular meeting of the Board of Directors of the Rubidoux Community Services District.**

**Roll call:**

**Ayes – 5**

**Noes – 0**

**Abstain – 0**

**Absent – 0**

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

- C. DM 2024-39:** First Reading 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 tonight’s regularly scheduled Board meeting. The proposed Ordinance will adjust certain monthly charges for the delivery of potable water to residential, commercial, and industrial customers. The proposed adjustment is based on the fully noticed year 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.

In conclusion, 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.

If no material changes are proposed by the Board to draft Ordinance No. 2024-137, staff recommends the Board continue with the timeline approved at the May 2, 2024, regular Board meeting and proceed with the Second Reading and Public Hearing at the regularly scheduled June 6, 2024, Board meeting.

**ACTION:**

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

**Schedule a Public Hearing and Final Reading of Ordinance No. 2024-136 for the June 6, 2024, regular meeting of the Board of Directors of the Rubidoux Community Services District.**

**Roll call:**

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

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

- D. **DM 2024-40:** Consider Ballot for Run-Off Election for the Local Agency Formation Commission Regular Special District Member – Eastern Region

**BACKGROUND:**

The Riverside Local Agency Formation Commission (“LAFCO”) has a seven-member commission comprised of two members representing the County of Riverside, two members representing Cities within Riverside County, two members representing Special Districts within Riverside County, and one member representing the Public. There is one alternate for each member type and commissioners serve four-year terms. Of the two members representing

Special Districts, one comes from the western portion of the county and one comes from the eastern portion of the county. The Rubidoux Community Services District (“District”) lies within the western region.

On December 14, 2023, staff received correspondence from LAFCO indicating a vacancy of its Alternate Special District Member – Countywide and Regular Special District Member – Eastern Region. Although the District is a member of the western region, the District is allowed to cast ballots for the eastern region elections as well. On March 7, 2024, under Director’s Memorandum (“DM”) 2024-22, the District’s Board of Directors (“Board”) authorized the Board President to complete and submit a ballot for the Alternative Special District Member – Countywide vacancy and decided not to submit a ballot for the Regular Special District Member – Eastern Region vacancy.

LAFCO provided the election results for both vacancies on April 22, 2024. These results were provided to the Board via Memorandum on May 9, 2024.

Harvey Ryan of Elsinore Valley Municipal Water District was the successful candidate for the Alternate Special District Member – Countywide election. The results of the Regular Special District Member – Eastern Region election resulted in a tie and LAFCO must conduct a run-off election.

Appointments to the LAFCO board are only valid if ballots representing a quorum from 29 of the 55 independent special districts (countywide) are returned and thus, LAFCO is requesting the District consider submitting a ballot for the run-off election. Ballots must be returned to LAFCO no later than 5:00 PM on Tuesday, July 2, 2024.

Included as Attachment 1 is further information about the run-off election including the Special District Selection Committee Regular Member – Run Off Election 2024 Ballot. Further, the District received a candidate statement on May 9, 2024, for Castulo Estrada, one of the two candidates (Attachment 2). The candidate statement for Bruce Underwood (2nd candidate) was provided with DM 2024-22. For ease of reference, the candidate statement is provided as Attachment 3.

Staff is making no recommendation on a preferred candidate and seeks direction from the Board if they have a desire to complete a ballot for the LAFCO Regular Special District Member – Eastern Region run-off election.

**ACTION:**

**Director Skerbelis moved to support candidate Bruce Underwood, and Director Trueba seconded the motion. Board President Skerbelis will sign the ballot on behalf of the District and direct the General Manager to submit the ballot to LAFCO on or before July 2, 2024.**

**Roll call:**

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

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

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

Director Murphy would like Director Skerbelis to ask Council member Altamirano about the property tax that is being charged to pick up the trash on Mission Street. Director Muniz asked if there would be no discussion on the confidential memorandum GM Laddusaw provided a few days ago prior to the Board meeting. Director Skerbelis, Director Trowbridge, and Director Trueba did not have any comments and/or requests.

**ITEM 10. NEXT MEETING**

Thursday, June 6, 2024, at 4:00 P.M.

**ITEM 11. ADJOURNMENT**

President Skerbelis adjourned the meeting at 4:52 P.M.



5. **CONSENT CALENDAR** (continued)

B. Consideration to Approve June 7, 2024, Salaries, Expenses and Transfers

RUBIDOUX COMMUNITY SERVICES DISTRICT  
 JUNE 6, 2024 (BOARD MEETING)  
**FUND TRANSFER AUTHORIZATION**

<b>NET PAYROLL 6/7/24</b>	84,600.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 6/10/24	30,000.00
WIRE TRANSFER: STATE PAYROLL TAXES 6/10/24	6,300.00
WIRE TRANSFER: TO CREDIT UNION	5,400.00
WIRE TRANSFER: PERS RETIREMENT	23,000.00
WIRE TRANSFER: PERS HEALTH PREMIUMS	47,866.15
WIRE TRANSFER: PERS RETIRED HEALTH PREMIUMS AND FEES	1,947.67
WIRE TRANSFER: SECTION 125	299.99
WIRE TRANSFER: SECTION 457 AND 401(A)	2,100.00

**CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:**

6/7/2024 WATER FUND TO GENERAL FUND-Payables	252,237.67
WATER FUND TO GENERAL FUND-Trash	310,602.42
WATER FUND TO SEWER FUND	193,151.45
SEWER FUND TO GENERAL FUND-Payables	149,126.65
BUDGET ADMIN WATER FUND TO GENERAL FUND FY23-24 Q4	241,750.00
BUDGET ADMIN SEWER FUND TO GENERAL FUND FY23-24 Q4	144,000.00
BUDGET ADMIN TRASH FUND FY23-24 Q4	127,000.00
BUDGET ADMIN FIRE FUND FY23-24 Q4	22,250.00
BUDGET PROP TAX TO SF FY23-24 Q4	12,500.00
BUDGET PROP TAX TO WF FY23-24 Q4	195,500.00
BUDGET PROP TAX TRASH TO GF FY23-24 Q4	29,750.00
BUDGET PROP TAX GENERAL TO GF FY23-24 Q4	36,500.00

**INTERFUND TRANSFERS:**

6/7/2024 SEWER FUND CHECKING TO LAIF SEWER OP	632.00
SEWER FUND CHECKING TO LAIF SEWER ML	17,368.00
LAIF SEWER OP TO SEWER FUND CHECKING	86,000.00
LAIF WASTEWATER REPLACEMENT TO LAIF SEWER OP	226.50
GENERAL FUND CHECKING TO LAIF PROP TAX	535,277.90
GENERAL FUND CHECKING TO LAIF FIRE MITIGATION	2,722.10
GENERAL FUND PROP TAX TO GENERAL FUND CHECKING	842,981.63
LAIF GENERAL TO LAIF WATER OPS	1,232,000.00
GENERAL FUND CHECKING TO SEWER FUND CHECKING	17,368.00
GENERAL FUND CHECKING TO WATER FUND CHECKING	24,712.00
LAIF GENERAL TO GENERAL FUND CHECKING	159,750.00
WATER FUND CHECKING TO GENERAL FUND CHECKING	210,949.95
WATER FUND CHECKING TO LAIF WATER OP	288.00
WATER FUND CHECKING TO LAIF WATER ML	22,712.00
LAIF WATER ML TO LAIF WATER OPS	4,256.00
LAIF WATER OP TO WATER FUND CHECKING	85,000.00
LAIF WATER RESERVE TO LAIF WATER OP	39,900.00

**NOTES PAYABLE**

<u>DESCRIPTION</u>	<u>BALANCE</u>		<u>PAYMENT</u>	<u>DUE DATE</u>
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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GL Date					Credit Card	CC Reference #	Payment Date	Total Invoice
1	AIRESPRING / AIRESPRING							185005648
PHN CHGRS		05/16/2024	N	N			06/16/2024 05/16/2024	\$0.00
06/06/2024					N			\$407.03
2	AT&T / AT&T							00021668473
PHN CHGRS		05/07/2024	N	N			06/13/2024 05/07/2024	\$0.00
06/06/2024					N			\$516.98
3	AQUA METRIC SALES / AQUA METRIC SALES CO							INV0101689
3/4" METERS		05/14/2024	N	N			06/13/2024 05/14/2024	\$0.00
06/06/2024					N			\$13,619.81
4	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40274-0267
WTR ANALYSES		05/07/2024	N	N			06/06/2024 05/07/2024	\$0.00
06/06/2024					N			\$60.00
5	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40275-0267
WTR ANALYSES		05/07/2024	N	N			06/06/2024 05/07/2024	\$0.00
06/06/2024					N			\$80.00
6	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40276-0267
WTR ANALYSES		05/07/2024	N	N			06/06/2024 05/07/2024	\$0.00
06/06/2024					N			\$20.00
7	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40299-0267
WTR ANALYSES		05/07/2024	N	N			06/06/2024 05/07/2024	\$0.00
06/06/2024					N			\$100.00
8	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40427-0267
WTR ANALYSES		05/09/2024	N	N			06/08/2024 05/09/2024	\$0.00
06/06/2024					N			\$40.00
9	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40480-0267
LAB FEES		05/09/2024	N	N			05/08/2024 05/09/2024	\$0.00
06/06/2024					N			\$787.01
10	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40481-0267
WTR ANALYSES		05/09/2024	N	N			05/08/2024 05/09/2024	\$0.00
06/06/2024					N			\$550.00
11	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40506-0267
WTR ANALYSES		05/10/2024	N	N			06/09/2024 05/10/2024	\$0.00
06/06/2024					N			\$80.00
12	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40547-0267
WTR ANALYSES		05/10/2024	N	N			05/09/2024 05/10/2024	\$0.00
06/06/2024					N			\$84.00
13	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40557-0267
WTR ANALYSES		05/13/2024	N	N			06/12/2024 05/13/2024	\$0.00
06/06/2024					N			\$145.00
14	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40558-0267
WTR ANALYSES		05/13/2024	N	N			06/12/2024 05/13/2024	\$0.00
06/06/2024					N			\$144.00
15	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40567-0267
WTR ANALYSES		05/13/2024	N	N			06/12/2024 05/13/2024	\$0.00
06/06/2024					N			\$200.00
16	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40639-0267
WTR ANALYSES		05/14/2024	N	N			06/13/2024 05/14/2024	\$0.00
06/06/2024					N			\$84.00

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GL Date					Credit Card	CC Reference #		Total Invoice
17	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	05/14/2024	N	N			06/13/2024 05/14/2024	CE40658-0267
WTR ANALYSES								\$0.00
06/06/2024				N				\$336.00
18	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	05/14/2024	N	N			06/13/2024 05/14/2024	CE40659-0267
LAB FEES								\$0.00
06/06/2024				N				\$121.24
19	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	05/14/2024	N	N			06/13/2024 05/14/2024	CE40660-0267
WTR ANALYSES								\$0.00
06/06/2024				N				\$63.00
20	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	05/14/2024	N	N			06/13/2024 05/14/2024	CE40672-0267
WTR ANALYSES								\$0.00
06/06/2024				N				\$126.00
21	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	05/14/2024	N	N			06/13/2024 05/14/2024	CE40676-0267
WTR ANALYSES								\$0.00
06/06/2024				N				\$14.00
22	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	05/14/2024	N	N			06/13/2024 05/14/2024	CE40680-0267
WTR ANALYSES								\$0.00
06/06/2024				N				\$550.00
23	BLUE-WHITE / BLUE-WHITE	05/08/2024	N	N			06/07/2024 05/08/2024	746936
PARTS								\$0.00
06/06/2024				N				\$252.00
24	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS	05/07/2024	N	N			06/06/2024 05/07/2024	7456-543850
SUPPLIES								\$0.00
06/06/2024				N				\$14.31
25	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS	05/08/2024	N	N			06/07/2024 05/08/2024	7456-543934
SUPPLIES								\$0.00
06/06/2024				N				\$53.13
26	CORODATA SHREDDING, INC / CORODATA SHREDDII	04/30/2024	N	N			05/30/2024 04/30/2024	DN1469987
SHREDDING								\$0.00
06/06/2024				N				\$36.75
27	ELROD / ELROD FENCE CO. INC	05/13/2024	N	N			06/12/2024 05/13/2024	19923
FENCE RPRS 6131 LIM								\$0.00
06/06/2024				N				\$1,768.00
28	FILTRONICS / FILTRONICS, INC	05/15/2024	N	N			06/14/2024 05/15/2024	420311
MEDIA REPLACEMENT								\$0.00
06/06/2024				N				\$43,071.01
29	FMB / FMB TRUCK OUTFITTERS, INC.	05/10/2024	N	N			06/09/2024 05/10/2024	72943
FUEL CAP								\$0.00
06/06/2024				N				\$76.02
30	GRAINGER / GRAINGER	05/08/2024	N	N			06/07/2024 05/08/2024	9112300893
SUPPLIES								\$0.00
06/06/2024				N				\$10.70
31	HACH CO. / HACH COMPANY	05/09/2024	N	N			06/08/2024 05/09/2024	14028075
CHEMICALS								\$0.00
06/06/2024				N				\$4,238.89
32	HACH CO. / HACH COMPANY	05/09/2024	N	N			06/08/2024 05/09/2024	14029858
REAGENT SET								\$0.00
06/06/2024				N				\$1,068.88

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GL Date					Credit Card	CC Reference #		Total Invoice
33	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI							012N0906
PARTS		05/10/2024	N	N		06/09/2024	05/10/2024	\$0.00
06/06/2024					N			\$90.13
34	LENNAR / LENNAR HOMES CA INC							15130005-00
HYDNT MTR RFND		05/09/2024	N	N		06/08/2024	05/09/2024	\$0.00
06/06/2024					N			\$2,297.80
35	LENNAR / LENNAR HOMES CA INC							15100080-00
HYDNT MTR RFND		05/09/2024	N	N		06/08/2024	05/09/2024	\$0.00
06/06/2024					N			\$2,046.74
36	LENNAR / LENNAR HOMES CA INC							15100080-00.B
CUST RFND		05/17/2024	N	N		06/16/2024	05/17/2024	\$0.00
06/06/2024					N			\$476.00
37	LENNAR / LENNAR HOMES CA INC							15130005-00.B
CUST RFND		05/16/2024	N	N		06/15/2024	05/16/2024	\$0.00
06/06/2024					N			\$238.00
38	MASTER'S / MASTER'S SERVICES (GLACIER)							0000001016187
BTL WTR		05/08/2024	N	N		06/07/2024	05/08/2024	\$0.00
06/06/2024					N			\$89.25
39	MERIT OIL / MERIT OIL COMPANY							841978
GASOLINE		05/08/2024	N	N		06/07/2024	05/08/2024	\$0.00
06/06/2024					N			\$1,673.06
40	MERIT OIL / MERIT OIL COMPANY							842707
DIESEL		05/10/2024	N	N		06/09/2024	05/10/2024	\$0.00
06/06/2024					N			\$430.38
41	NELCO / NELCO							9448946
CHECK STOCK		05/03/2024	N	N		06/02/2024	05/03/2024	\$0.00
06/06/2024					N			\$220.35
42	RELIABLE / RELIABLE WORKPLACE SOLUTIONS							RWS24050003
COPIER USG		05/15/2024	N	N		06/14/2024	05/15/2024	\$0.00
06/06/2024					N			\$69.19
43	RELIABLE / RELIABLE WORKPLACE SOLUTIONS							RWS24050025
COPIER USG		05/15/2024	N	N		06/14/2024	05/15/2024	\$0.00
06/06/2024					N			\$328.28
44	RELIABLE / RELIABLE WORKPLACE SOLUTIONS							RWS24050026
COPIER USG		05/15/2024	N	N		05/14/2024	05/15/2024	\$0.00
06/06/2024					N			\$302.97
45	SHRED-IT / SHRED-IT USA							8006991056
SHREDDING		04/30/2024	N	N		05/30/2024	04/30/2024	\$0.00
06/06/2024					N			\$74.50
46	SCE / SCE							24Y700040982544
MAIN OFC UTLTY		05/06/2024	N	N		05/28/2024	05/06/2024	\$0.00
06/06/2024					N			\$1,505.70
47	SCE / SCE							24Y700617778997
FIRE STN UTLTY		05/06/2024	N	N		05/28/2024	05/06/2024	\$0.00
06/06/2024					N			\$1,716.15
48	SPECTRUM / SPECTRUM BUSINESS							0025456050624
APR.24" INT SVC		05/06/2024	N	N		05/23/2024	05/06/2024	\$0.00
06/06/2024					N			\$321.32



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GL Date		Immediate GL Account			Credit Card	CC Reference #		Total Invoice
49	UPS / UNITED PARCEL SERVICE							0000F908W2174
	POSTAGE	04/27/2024	N	N		05/27/2024	04/27/2024	\$0.00
06/06/2024					N			\$1.23
50	VERIZON WIRELESS / VERIZON WIRELESS							9962994564
	CEL PHN CHRGS	05/01/2024	N	N		05/24/2024	05/01/2024	\$0.00
06/06/2024					N			\$733.66
51	ACORN / ACORN TECHNOLOGY SERVICE							11304
	MAY.24" IT SUPT.	05/01/2024	N	N		05/21/2024	05/01/2024	\$0.00
06/06/2024					N			\$5,248.50
52	ACORN / ACORN TECHNOLOGY SERVICE							11331
	BLUEBEAM RNWL LIC	05/09/2024	N	N		05/29/2024	05/09/2024	\$0.00
06/06/2024					N			\$1,403.99
53	AKELA / AKELA PEST CONTROL INC							173568
	PEST CONTROL	05/20/2024	N	N		06/19/2024	05/20/2024	\$0.00
06/06/2024					N			\$174.00
54	AMERICAN RENTALS / AMERICAN RENTALS							178507
	FORKLIFT RNTL	05/15/2024	N	N		06/14/2024	05/15/2024	\$0.00
06/06/2024					N			\$1,162.25
55	AQUA METRIC SALES / AQUA METRIC SALES CO							INV0101717
	3" OMNI	05/16/2024	N	N		06/15/2024	05/16/2024	\$0.00
06/06/2024					N			\$1,434.37
56	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40837-0267
	WTR ANALYSES	05/15/2024	N	N		06/14/2024	05/15/2024	\$0.00
06/06/2024					N			\$252.00
57	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40895-0267
	WTR ANALYSES	05/16/2024	N	N		06/15/2024	05/16/2024	\$0.00
06/06/2024					N			\$40.00
58	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40964-0267
	WTR ANALYSES	05/17/2024	N	N		06/16/2024	05/17/2024	\$0.00
06/06/2024					N			\$42.00
59	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE40972-0267
	WTR ANALYSES	05/17/2024	N	N		06/16/2024	05/17/2024	\$0.00
06/06/2024					N			\$200.00
60	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE41006-0267
	WTR ANALYSES	05/17/2024	N	N		06/16/2024	05/17/2024	\$0.00
06/06/2024					N			\$90.00
61	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE41122-0267
	WTR ANALYSES	05/21/2024	N	N		06/20/2024	05/21/2024	\$0.00
06/06/2024					N			\$48.00
62	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE41127-0267
	WTR ANALYSES	05/21/2024	N	N		06/20/2024	05/21/2024	\$0.00
06/06/2024					N			\$62.00
63	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS							7456-544522
	PARTS	05/20/2024	N	N		06/19/2024	05/20/2024	\$0.00
06/06/2024					N			\$13.53
64	C WELLS / C. WELLS PIPELINE MATLS, INC							SINV24-2155
	PARTS	05/06/2024	N	N		06/05/2024	05/06/2024	\$0.00
06/06/2024					N			\$4,636.01

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65	C WELLS / C. WELLS PIPELINE MATLS, INC							SINV24-2288
PARTS		05/17/2024	N	N			06/16/2024 05/17/2024	\$0.00
06/06/2024					N			\$1,103.81
66	C WELLS / C. WELLS PIPELINE MATLS, INC							SINV24-2304
PARTS		05/17/2024	N	N			06/16/2024 05/17/2024	\$0.00
06/06/2024					N			\$809.10
67	DURNEY DON / DURNEY, DON							20240521
GRDNG/WD ABATE		05/21/2024	N	N			06/20/2024 05/21/2024	\$0.00
06/06/2024					N			\$2,862.50
68	ELROD / ELROD FENCE CO. INC							19951
5473 MISSION RPR.		05/20/2024	N	N			06/19/2024 05/20/2024	\$0.00
06/06/2024					N			\$505.00
69	FERGUSON / FERGUSON ENTERPRISE INC #1350							0854272
PARTS		05/14/2024	N	N			06/13/2024 05/14/2024	\$0.00
06/06/2024					N			\$3,315.57
70	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI							012N0822
PVC		05/07/2024	N	N			06/05/2024 05/07/2024	\$0.00
06/06/2024					N			\$24.61
71	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI							012N1073
PARTS		05/21/2024	N	N			06/20/2024 05/21/2024	\$0.00
06/06/2024					N			\$1,971.51
72	IB CONSULT / IB CONSULTING, LLC							19622
C.O.S.S		05/08/2024	N	N			06/07/2024 05/08/2024	\$0.00
06/06/2024					N			\$3,940.00
73	JADTEC SECURITY / JADTEC SECURITY SVCS, INC.							2458955
MONITORING SVC		06/01/2024	N	N			06/11/2024 06/01/2024	\$0.00
06/06/2024					N			\$53.85
74	KH METALS / KH METALS & SUPPLY							0669036-IN
PARTS		05/07/2024	N	N			06/06/2024 05/07/2024	\$0.00
06/06/2024					N			\$42.51
75	KH METALS / KH METALS & SUPPLY							0669968-IN
PARTS		05/17/2024	N	N			06/16/2024 05/17/2024	\$0.00
06/06/2024					N			\$240.27
76	LILLESTRAND / LILLESTRAND LEADERSHIP CONSUL							8003
CNSLT/BECK,VALDEZ		05/15/2024	N	N			06/14/2024 05/15/2024	\$0.00
06/06/2024					N			\$1,000.00
77	MERIT OIL / MERIT OIL COMPANY							843180
GASOLINE		05/15/2024	N	N			05/30/2024 05/15/2024	\$0.00
06/06/2024					N			\$1,247.97
78	RIVERSIDE COUNTY CDF / RIVERSIDE COUNTY CDF							235366
Q3 FY 23/24		05/15/2024	N	N			06/14/2024 05/15/2024	\$0.00
06/06/2024					N			\$724,901.77 ✓
82	SCAQMD / SCAQMD							4352267
PERMITS/ASSC DUES		05/01/2024	N	N			05/31/2024 05/01/2024	\$0.00
06/06/2024					N			\$161.81
83	SCAQMD / SCAQMD							4352794
PERMITS/ASSC DUES		05/01/2024	N	N			05/31/2024 05/01/2024	\$0.00
06/06/2024					N			\$161.81

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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Inv Date	GL Account		Check #		Payment Date	Discount
GL Date		Immediate	GL Account		Credit Card	CC Reference #		Total Invoice
84	SCAQMD / SCAQMD							4353685
PERMITS/ASSC DUES		05/01/2024	N	N		05/31/2024	05/01/2024	\$0.00
06/06/2024					N			\$161.81
85	SCAQMD / SCAQMD							4355839
PERMITS/ASSC DUES		05/01/2024	N	N		05/31/2024	05/01/2024	\$0.00
06/06/2024					N			\$161.81
86	SCAQMD / SCAQMD							4357151
REG FEE STATE		05/07/2024	N	N		06/06/2024	05/07/2024	\$0.00
06/06/2024					N			\$541.04
87	SCAQMD / SCAQMD							4360253
REG FEE STATE		05/07/2024	N	N		06/06/2024	05/07/2024	\$0.00
06/06/2024					N			\$165.96
88	SCE / SCE							24Y700158802582
WTR PMP ENRGY		05/16/2024	N	N		06/05/2024	05/16/2024	\$0.00
06/06/2024					N			\$7,738.14
89	SCE / SCE							24Y700044576190
SWR PMP ENRGY		05/16/2024	N	N		06/05/2024	05/16/2024	\$0.00
06/06/2024					N			\$1,072.92
90	SCE / SCE							24Y700767086653
5473 UTILITY		05/16/2024	N	N		06/05/2024	05/16/2024	\$0.00
06/06/2024					N			\$230.36
91	SCE / SCE							24Y700609292713
WTR PMP ENRGY		05/16/2024	N	N		06/05/2024	05/16/2024	\$0.00
06/06/2024					N			\$271.39
92	SCE / SCE							24Y700179651118
SWR PMP ENRGY		05/17/2024	N	N		06/06/2024	05/17/2024	\$0.00
06/06/2024					N			\$393.04
93	SCE / SCE							24Y700136714571
WTR PMP ENRGY		05/17/2024	N	N		06/06/2024	05/17/2024	\$0.00
06/06/2024					N			\$3,428.89
94	SOCAL TRUCK / SOCAL TRUCKWORKS							13885
R&M TRUCK		04/11/2024	N	N		05/11/2024	04/11/2024	\$0.00
06/06/2024					N			\$1,293.27
95	STEPSAVER / STEP-SAVER CA.LLC							CT436658
SALT		05/21/2024	N	N		06/20/2024	05/21/2024	\$0.00
06/06/2024					N			\$5,112.75
96	TRAFFIC MANAGEMENT / TRAFFIC MANAGEMENT, IN							06-107352
SIGNAGE		05/14/2024	N	N		06/13/2024	05/14/2024	\$0.00
06/06/2024					N			\$163.13
97	TRAFFIC MANAGEMENT / TRAFFIC MANAGEMENT, IN							06-107376
SIGNAGE		05/15/2024	N	N		06/14/2024	05/15/2024	\$0.00
06/06/2024					N			\$497.15
98	LAWNMOWER CENTER / LAWMOWER CENTER							22656
R&M EQUIP		05/17/2024	N	N		06/16/2024	05/17/2024	\$0.00
06/06/2024					N			\$164.76
99	UPS / UNITED PARCEL SERVICE							000F908W2184
POSTAGE		05/04/2024	N	N		06/03/2024	05/04/2024	\$0.00
06/06/2024					N			\$54.89

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PO Number		Inv Date	Immediate GL Account		Check #		Payment Date	Discount
GL Date		Inv Date	Immediate GL Account		Credit Card	CC Reference #	Payment Date	Total Invoice
100	VARNER / VARNER & BRANDT LLP							20240430
APR.24" LGL CNSLT		04/30/2024	N	N			05/30/2024 04/30/2024	\$0.00
06/06/2024					N			\$792.96
101	WESTERN MUNICIPAL WATER / WESTERN MUNICIPA							RI-5154
MAY.24" BRINE		05/01/2024	N	N			05/31/2024 05/01/2024	\$0.00
06/06/2024					N			\$749.94
102	YO FIRE / YO FIRE							2029419
PARTS		05/07/2024	N	N			06/06/2024 05/07/2024	\$0.00
06/06/2024					N			\$255.37
103	ALVARENGA JOSE / ALVARENGA JOSE							14010000-02
RFND OVRPYMT		05/22/2024	N	N			06/21/2024 05/22/2024	\$0.00
06/06/2024					N			\$37.05
104	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE41241-0267
WTR ANALYSES		05/22/2024	N	N			06/21/2024 05/22/2024	\$0.00
06/06/2024					N			\$743.24
105	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE41243-0267
WTR ANALYSES		05/22/2024	N	N			06/21/2024 05/22/2024	\$0.00
06/06/2024					N			\$1,486.48
106	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CE41298-0267
WTR ANALYSES		05/23/2024	N	N			06/22/2024 05/23/2024	\$0.00
06/06/2024					N			\$40.00
107	BOOT BARN / BOOT BARN							INV00370717
BOOTS/LOCKW,MARTINEZ		05/23/2024	N	N			06/22/2024 05/23/2024	\$0.00
06/06/2024					N			\$298.49
108	CHASE CARD SERVICES / CHASE CARD SERVICES							24Y7704975.A
GENERAL OFFICE EXPEN		05/17/2024	N	N			06/11/2024 05/17/2024	\$0.00
06/06/2024					N			\$2,333.08
109	CHASE CARD SERVICES / CHASE CARD SERVICES							74Y7704975.B
OFFICE SUPPLIES GEN.		05/17/2024	N	N			06/11/2024 05/17/2024	\$0.00
06/06/2024					N			\$1,682.31
110	CHASE CARD SERVICES / CHASE CARD SERVICES							24Y7704975.C
R&M VEHICLE		05/17/2024	N	N			06/11/2024 05/17/2024	\$0.00
06/06/2024					N			\$400.00
111	CHASE CARD SERVICES / CHASE CARD SERVICES							24Y7704975.D
R&M WATER SYSTEM		05/17/2024	N	N			06/11/2024 05/17/2024	\$0.00
06/06/2024					N			\$1,258.42
112	CHASE CARD SERVICES / CHASE CARD SERVICES							24Y7704975.E
OPERATING EXPENSES		05/17/2024	N	N			06/11/2024 05/17/2024	\$0.00
06/06/2024					N			\$55.77
113	CHASE CARD SERVICES / CHASE CARD SERVICES							24Y7704975.F
GENERAL SUPPL.&EXPEN		05/17/2024	N	N			06/11/2024 05/17/2024	\$0.00
06/06/2024					N			\$506.03
114	G & A NELOS CONSTRUCTION INC / G & A NELOS CC							20240509
BACKWASH SUPPLY PIPE		05/09/2024	N	N			06/08/2024 05/09/2024	\$0.00
06/06/2024					N			\$39,900.00
115	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI							012N0976
VALVE PACKS		05/15/2024	N	N			06/14/2024 05/15/2024	\$0.00
06/06/2024					N			\$4,493.31

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GL Date					Credit Card	CC Reference #		Total Invoice
116	HOME DEPOT / HOME DEPOT CREDIT SERVICES	05/23/2024	N	N			06/22/2024 05/23/2024	023729/3512813
SUPPLIES								\$0.00
06/06/2024					N			\$152.44
117	MASTER'S / MASTER'S SERVICES (GLACIER)	05/21/2024	N	N			06/20/2024 05/21/2024	000000102756
BTL WTR								\$0.00
06/06/2024					N			\$73.75
118	ROJO MANUEL / ROJO MANUEL	05/22/2024	N	N			06/21/2024 05/22/2024	10810700-07
RFND OVRPYMT								\$0.00
06/06/2024					N			\$169.92
119	SULZER / SULZER EMS - COLTON	05/06/2024	N	N			06/05/2024 05/06/2024	PJIN00007454
WTR PMP RPR								\$0.00
06/06/2024					N			\$978.75
120	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/	04/27/2024	N	N			05/27/2024 04/27/2024	ARIV0003586
CONNECTION NEXUS								\$0.00
06/06/2024					N			\$2,121.00
121	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/	04/27/2024	N	N			05/27/2024 04/27/2024	ARIV0003764
DISTRICT @ J.V								\$0.00
06/06/2024					N			\$5,827.00
122	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/	04/27/2024	N	N			05/27/2024 04/27/2024	ARIV0003627
WELL 25								\$0.00
06/06/2024					N			\$4,256.00
123	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/	04/27/2024	N	N			05/27/2024 04/27/2024	ARIV0003680
BELL LIFT STN T.O 31								\$0.00
06/06/2024					N			\$226.50
124	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/	04/27/2024	N	N			05/27/2024 04/27/2024	ARIV0003772
RCSD PROP ACQ LOT10								\$0.00
06/06/2024					N			\$7,759.25
125	AIRGAS / AIRGAS USA, LLC	04/26/2024	N	N			05/26/2024 04/26/2024	9149318478
CO2 TANK								\$0.00
06/06/2024					N			\$45.94
126	AGUIRRE / AGUIRRE, JESUS	05/08/2024	N	N			06/07/2024 05/08/2024	20240508
D5/T3 RNWL								\$0.00
06/06/2024					N			\$195.00
127	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	05/24/2024	N	N			06/23/2024 05/24/2024	CE41397-0267
WTR ANALYSES								\$0.00
06/06/2024					N			\$90.00
128	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN	05/24/2024	N	N			06/23/2024 05/24/2024	CE41420-0267
WTR ANALYSES								\$0.00
06/06/2024					N			\$200.00
129	ERS INDUSTRIAL SERVICES, INC. / ERS INDUSTRIAL	05/17/2024	N	N			06/16/2024 05/17/2024	101184
CLEAN OUT								\$0.00
06/06/2024					N			\$21,990.00
130	HACH CO. / HACH COMPANY	05/23/2024	N	N			06/22/2024 05/23/2024	14043098
CHEMICALS								\$0.00
06/06/2024					N			\$1,315.17
131	HOME DEPOT / HOME DEPOT CREDIT SERVICES	05/24/2024	N	N			06/23/2024 05/24/2024	024718/2545080
SUPPLIES								\$0.00
06/06/2024					N			\$132.40

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GL Date		Immediate GL Account			Credit Card	CC Reference #	Payment Date	Total Invoice
132	MARTINEZ / MARTINEZ, EDUARDO							20240522
CONT.EDU/MARTINEZ		05/22/2024	N	N			06/21/2024 05/22/2024	\$0.00
06/06/2024					N			\$235.50
133	RIVERSIDE CITY / RIVERSIDE CITY							00276624.A
APR.24"SURCHARGE		05/21/2024	N	N			06/21/2024 05/21/2024	\$0.00
06/06/2024					N			\$19,461.14 ✓
134	RIVERSIDE CITY / RIVERSIDE CITY							00276624.B
APR.24" TRTMNT		05/21/2024	N	N			06/21/2024 05/21/2024	\$0.00
06/06/2024					N			\$124,000.80 ✓
135	SCE / SCE							24Y700456862263.A
FIELD OFC UTILITY		05/24/2024	N	N			06/13/2024 05/24/2024	\$0.00
06/06/2024					N			\$189.35
136	SCE / SCE							24Y700456862263.B
WTR PMP ENERGY		05/24/2024	N	N			06/13/2024 05/24/2024	\$0.00
06/06/2024					N			\$34,191.98
137	SCE / SCE							24Y700456862263.C
NO.03 PLT PMP ENERGY		05/24/2024	N	N			06/13/2024 05/24/2024	\$0.00
06/06/2024					N			\$17,156.67
138	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							0508-052824.A
COMM TRSH		05/29/2024	N	N			06/28/2024 05/29/2024	\$0.00
06/06/2024					N			\$79,341.43
139	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							0508-052824.B
RE. TRSH		05/29/2024	N	N			06/28/2024 05/29/2024	\$0.00
06/06/2024					N			\$231,260.99
140	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							0508-052824.C
RCSD SHR COMM		05/29/2024	N	N			06/28/2024 05/29/2024	\$0.00
06/06/2024					N			(\$11,107.80)
141	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							0508-052824.D
RCSD SHR RES.		05/29/2024	N	N			06/28/2024 05/29/2024	\$0.00
06/06/2024					N			(\$7,739.61)
142	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							0508-052824.E
BILLING FEE		05/29/2024	N	N			06/28/2024 05/29/2024	\$0.00
06/06/2024					N			(\$3,000.00)
143	YAHUALICA'S TIRES & WHEELS / YAHUALICA'S TIRES							11941
R&M TRUCK		04/03/2024	N	N			05/03/2024 04/03/2024	\$0.00
06/06/2024					N			\$1,180.00
144	YAHUALICA'S TIRES & WHEELS / YAHUALICA'S TIRES							12322
R&M TRUCK		05/14/2024	N	N			06/13/2024 05/14/2024	\$0.00
06/06/2024					N			\$630.00
145	YAHUALICA'S TIRES & WHEELS / YAHUALICA'S TIRES							12373
R&M TRUCK		05/20/2024	N	N			06/19/2024 05/20/2024	\$0.00
06/06/2024					N			\$20.00
146	AQUATIC INFORMATICS INC / AQUATIC INFORMATICS							108238
RIO SUBSC.		04/10/2024	N	N			05/10/2024 04/10/2024	\$0.00
06/06/2024					N			\$4,600.00
147	HARPER BURNS LLP / HARPER & BURNS LLP							20240601.A
MAY.24" LGL SVC		06/01/2024	N	N			07/01/2024 06/01/2024	\$0.00
06/06/2024					N			\$1,900.00



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GL Date	Immediate GL Account			Credit Card	CC Reference #	Payment Date	Total Invoice	
148	HARPER BURNS LLP / HARPER & BURNS LLP						20240601.B	
CITY RVSD APPEAL	06/01/2024	N	N		07/01/2024	06/01/2024	\$0.00	
06/06/2024				N			\$800.00	
149	UPS / UNITED PARCEL SERVICE						0000F908W2214	
POSTAGE	05/25/2024	N	N		06/24/2024	05/25/2024	\$0.00	
06/06/2024				N			\$20.48	
<b>Grand Totals</b>								
							<b>Total Direct Expense:</b>	\$1,475,486.43
							<b>Total Direct Expense Adj:</b>	(\$21,847.41)
							<b>Total Non-Electronic Transactions:</b>	\$1,453,639.02

**Report Summary**

<b>Report Selection Criteria</b>			
Report Type:	Condensed		
	Start	End	
Transaction Number:	Start	End	

*Handwritten:* Kth  
5/30/24

*Handwritten:* BPC  
6/4/24

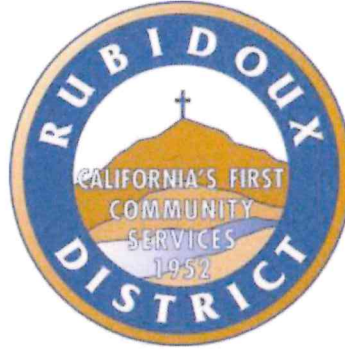
**5. CONSENT CALENDAR (continued)**

**C. DM 2024-41: Receive and File Statement of Cash Asset Schedule  
Report Ending April 2024**

# 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

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

## DIRECTORS MEMORANDUM 2024-41

June 6, 2024

**To:** Rubidoux Community Services District  
Board of Directors

**Subject:** Receive and File Statement of Cash Asset Schedule Report Ending April 2024

### BACKGROUND:

Attached for the Board of Directors' consideration is the April 2024 Statement of Cash Assets Schedule Report for all District Fund Accounts. Year to date ("YTD") interest is \$1,234,584.21 for District controlled accounts. With respect to District "Funds in Trust," \$14,395.38 has been earned and posted. The District has a combined YTD interest earned total of \$1,248,979.59 as of April 30, 2024.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves) show a balance of \$14,042,010.19 ending April 30, 2024. This is **\$117,722.56 LESS** 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 *April 2024 Statement of Cash Assets Schedule Report* for review and acceptance.

**RECOMMENDATION:**

Staff recommends the Board of Directors “**Receive and File**” the April 2024 Statement of Cash Assets Schedule Report.

Respectfully,



BRIAN R. LADDUSAW, CPA  
General Manager

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

RUBIDOUX COMMUNITY SERVICES DISTRICT

INVESTMENT SUMMARY - APRIL 30, 2024  
CASH BASIS

	Beg. Balance 7/1/2023	YTD Int.	Other Activity YTD	Balance 4/30/2024	YTD Avg. Int. Rate
<b>Operating Accounts</b>	<b>\$ 14,159,732.75</b>	<b>\$ 462,689.08</b>	<b>\$ (580,411.64)</b>	<b>\$ 14,042,010.19</b>	<b>3.30%</b>
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	-	616,599.37	3.65%
Water Replacement Reserve	925,390.63	25,316.49	(483,428.83)	467,278.29	5.42%
Fire Mitigation Reserve	3,509,799.71	130,133.74	13,381.55	3,653,315.00	3.56%
Wastewater Reserve	2,546,413.30	95,652.36	120,371.82	2,762,437.48	3.46%
Wastewater Replacement Res.	555,486.59	22,250.55	47,578.00	625,315.14	3.56%
Water Reserve	2,833,192.90	99,829.28	23,838.08	2,956,860.26	3.38%
COP Restricted	1,677,828.24	63,067.79	(184,057.88)	1,556,838.15	4.05%
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	14,395.38	(8,116.33)	1,115,782.29	1.29%
<b>Total Investments</b>	<b>\$ 36,207,168.72</b>	<b>\$ 1,248,979.59</b>	<b>\$ (1,106,189.73)</b>	<b>\$ 36,349,958.58</b>	<b>3.44%</b>

RUBIDOUX COMMUNITY SERVICES DISTRICT  
**CASH ASSET SCHEDULE**  
**INVESTMENT ACTIVITY**  
 FOR PERIOD JULY 1, 2023 THRU APRIL 30, 2024  
 CASH BASIS

**FIRE MITIGATION**

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>PURCHASE / REDEEM</u>	<u>INT. RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
4/1/2024	Premier Bank	CD		Beg. Bal.				170,424.60	
	Premier Bank			Interest	705.83	4.88%	-	170,424.60	
	Premier Bank			Redeem	-			170,424.60	
4/30/2024	Premier Bank	CD	10/3/2024	Purchase	-			170,424.60	
4/1/2024	Premier Bank	Checking Fire Mitigation		Beg. Bal.				8,835.50	
	Premier Bank			Activity	-	0.00	-	8,835.50	
4/30/2024	Premier Bank			End Bal.	-			8,835.50	
4/1/2024	LAIF	Fire Mitigation		Beg. Bal.				3,412,247.84	
	LAIF			Interest		4.30%	36,217.87	3,448,465.71	
4/30/2024	LAIF			Activity	-			3,448,465.71	
4/1/2024	Premier Bank	Safekeeping		Beg. Bal.				24,883.36	
	Premier Bank			Activity	-	-	705.83	25,589.19	
4/30/2024	Premier Bank			End Bal.				25,589.19	\$ 3,653,315.00



RUBIDOUX COMMUNITY SERVICES DISTRICT  
**CASH ASSET SCHEDULE**  
**INVESTMENT ACTIVITY**  
 FOR PERIOD JULY 1, 2023 THRU APRIL 30, 2024  
 CASH BASIS

**WASTEWATER CIP FUNDS**

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>PURCHASE / REDEEM</u>	<u>INT. RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
4/1/2024	LAIF	<b>Sewer Mainline</b>		Beg. Bal.				2,658,262.75	
	LAIF			Interest		4.30%	27,764.41	2,686,027.16	
4/30/2024	LAIF			Activity	3,985.11			2,690,012.27	
4/1/2024	CBB	<b>Safekeeping</b>		Beg. Bal.				72,425.21	
	CBB			Activity	-	0.05%	-	72,425.21	
4/30/2024	CBB			End Bal.				72,425.21	\$ 2,762,437.48

RUBIDOUX COMMUNITY SERVICES DISTRICT  
**CASH ASSET SCHEDULE**  
**INVESTMENT ACTIVITY**  
 FOR PERIOD JULY 1, 2023 THRU APRIL 30, 2024  
 CASH BASIS

**WATER CIP FUNDS**

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>PURCHASE / REDEEM</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
4/1/2024	LAIF	<b>Water Mainline</b>		Beg. Bal.				2,682,950.43	
	LAIF			Interest		4.30%	28,022.26	2,710,972.69	
4/30/2024	LAIF			Activity	(6,328.16)			2,704,644.53	
4/1/2024	Citizens Bus	<b>CD</b>		Beg. Bal.				225,000.00	
	Citizens Bus			Activity	-	0.04%	-	225,000.00	
	Citizens Bus			Redeem	(225,000.00)	n/a		-	
4/30/2024	Citizens Bus	<b>CD</b>		Purchase	-			-	
4/1/2024	Premier Bank	<b>Safekeeping</b>		Beg. Bal.				1,670.97	
	Premier Bank			Activity	-		-	1,670.97	
4/30/2024	Premier Bank			End Bal.				1,670.97	
4/1/2024	CBB	<b>Safekeeping</b>		Beg. Bal.				25,094.31	
	CBB			Activity	225,000.00	0.05%	450.45	250,544.76	
4/30/2024	CBB			End Bal.				250,544.76	\$ 2,956,860.26

RUBIDOUX COMMUNITY SERVICES DISTRICT  
**CASH ASSET SCHEDULE**  
**INVESTMENT ACTIVITY**  
 FOR PERIOD JULY 1, 2023 THRU APRIL 30, 2024  
 CASH BASIS

**OPERATING FUNDS**

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>DEPOSIT/ WITHDRAW</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
4/1/2024	Premier Bank	<b>Checking-Gen.</b>		Beg. Bal.				131,541.45	
	Premier Bank			Deposits	2,356,199.75	0.00	-	2,487,741.20	
4/30/2024	Premier Bank			Disbursements	(2,302,494.15)			185,247.05	
4/1/2024	Premier Bank	<b>Checking Property Tax</b>		Beg. Bal.				16,961.68	
	Premier Bank			Deposits	243,549.06	0.00	-	260,510.74	
4/30/2024	Premier Bank			Disbursements	(13,961.68)			246,549.06	
4/1/2024	Premier Bank	<b>Checking-Sewer</b>		Beg. Bal.				11,569.86	
	Premier Bank			Deposits	270,007.99	0.00	-	281,577.85	
4/30/2024	Premier Bank			Disbursements	(276,281.53)			5,296.32	
4/1/2024	Premier Bank	<b>Checking-Water</b>		Beg. Bal				509,136.45	
	Premier Bank			Deposits	1,250,561.41	0.00	-	1,759,697.86	
4/30/2024	Premier Bank			Disbursements	(870,015.68)			889,682.18	
4/1/2024	Bank of America	<b>Paymode</b>		Beg. Bal				4,249.22	
	Bank of America			Deposits	-	0.00	0.79	4,250.01	
4/30/2024	Bank of America			Disbursements	(959.88)			3,290.13	

RUBIDOUX COMMUNITY SERVICES DISTRICT  
**CASH ASSET SCHEDULE**  
**INVESTMENT ACTIVITY**  
 FOR PERIOD JULY 1, 2023 THRU APRIL 30, 2024  
 CASH BASIS

**OPERATING FUNDS**

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>DEPOSIT/ WITHDRAW</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
4/1/2024	Premier Bank	<b>Operations</b>		Beg. Bal				276,342.99	
	Premier Bank	<b>Safekeeping</b>		Deposits	-	-	-	276,342.99	
4/30/2024	Premier Bank			Disbursements				276,342.99	
4/1/2024	LAIF	<b>Gen. Fund-Prop Tax</b>		Beg. Bal.				10,993,959.83	
	LAIF	Qtrly. Interest		Interest		4.30%	114,827.17	11,108,787.00	
4/30/2024	LAIF			Activity	(984,620.86)			10,124,166.14	
4/1/2024	LAIF	<b>Water Op.</b>		Beg. Bal.				907,622.80	
	LAIF	Qtrly. Interest		Interest		4.30%	9,479.73	917,102.53	
4/30/2024	LAIF			Activity	(130,903.64)			786,198.89	
4/1/2024	LAIF	<b>Sewer Op.</b>		Beg. Bal.				1,455,025.43	
	LAIF	Qtrly. Interest		Interest		4.30%	15,197.11	1,470,222.54	
4/30/2024	LAIF			Activity	55,014.89			1,525,237.43	\$14,042,010.19

RUBIDOUX COMMUNITY SERVICES DISTRICT  
**CASH ASSET SCHEDULE**  
**INVESTMENT ACTIVITY**  
FOR PERIOD JULY 1, 2023 THRU APRIL 30, 2024  
CASH BASIS

**RESERVED FUNDS**

<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>DEPOSIT/ WITHDRAW</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>
4/1/2024	LAIF	<b>Water Op. Reserve</b>		Beg. Bal.				4,467,944.69	
	LAIF	Qtrly. Interest		Interest	-	4.30%	46,665.75	4,514,610.44	
4/30/2024	LAIF			Activity	-			4,514,610.44	
4/1/2024	LAIF	<b>Water Replacement</b>		Beg. Bal.				447,373.86	
	LAIF	Qtrly. Interest		Interest		4.30%	4,672.63	452,046.49	
4/30/2024	LAIF			Activity	15,231.80			467,278.29	
4/1/2024	LAIF	<b>Wastewater Replacement</b>		Beg. Bal.				618,851.50	
	LAIF	Qtrly. Interest		Interest		4.30%	6,463.64	625,315.14	
4/30/2024	LAIF			Activity	-			625,315.14	
4/1/2024	LAIF	<b>COP-Payback</b>		Beg. Bal.				1,540,745.73	
	LAIF	Qtrly. Interest		Interest		4.30%	16,092.42	1,556,838.15	
4/30/2024	LAIF			Activity	-			1,556,838.15	
4/1/2024	LAIF	<b>Grant-Trash</b>		Beg. Bal.				55,379.14	
	LAIF	Qtrly Interest		Interest	-	4.30%	-	55,379.14	
4/30/2024	LAIF			Activity	(55,379.14)			-	
4/1/2024	LAIF	<b>Field/Admin Bldg.</b>		Beg. Bal.				777,194.68	
	LAIF	Qtrly Interest		Interest	-	4.30%	8,117.46	785,312.14	
4/30/2024	LAIF			Activity	-			785,312.14	
4/1/2024	LAIF	<b>Wastewater Op. Reserve</b>		Beg. Bal.				610,225.82	
	LAIF	Qtrly. Interest		Interest	-	4.30%	6,373.55	616,599.37	
4/30/2024	LAIF			Activity	-			616,599.37	
4/1/2024	LAIF	<b>Project Admin Bldg</b>		Beg. Bal.				1,141,992.09	
	LAIF	Qtrly. Interest		Interest	-	4.30%	11,927.61	1,153,919.70	
4/30/2024	LAIF			Activity	-			1,153,919.70	
4/1/2024	LAIF	<b>Project Ops Bldg</b>		Beg. Bal.				2,077,976.56	
	LAIF	Qtrly. Interest		Interest	-	4.30%	21,703.57	2,099,680.13	
4/30/2024	LAIF			Activity	-			2,099,680.13	\$11,819,553.36



RUBIDOUX COMMUNITY SERVICES DISTRICT  
**CASH ASSET SCHEDULE**  
**INVESTMENT ACTIVITY**  
FOR PERIOD JULY 1, 2023 THRU APRIL 30, 2024  
CASH BASIS

<b>FUNDS IN TRUST</b>										
<u>DATE</u>	<u>INSTITUTION</u>	<u>INSTRUMENT</u>	<u>MATURITY</u>	<u>STATUS</u>	<u>PURCHASE / REDEEM</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PAR/ BALANCE</u>	<u>TOTAL</u>	
4/1/2024	U.S. Bank	<b>COP's Refunding-Series 1998</b>						748,141.09		
		Install Sale		-	-	4.79%	-	748,141.09		
		Reserve-LAIF (From US Bank)		748,216.35		-	4.79%	75.26	748,216.35	
4/30/2024								748,216.35		
4/1/2024	Premier Bank	<b>Fiscal Agent-SRL MN Plant</b>		Beg. Bal				367,520.75		
					Deposits	-	0.073%	45.19	367,565.94	
4/30/2024					Disbursements	-			367,565.94	\$ 1,115,782.29
<b>TOTAL CASH FUNDS</b>									<b>\$36,349,958.58</b>	

RCSD PORTFOLIO HOLDINGS REPORT  
APRIL 30, 2024

<u>Issuer</u>	<u>Maturity</u>	<u>Acquisition Cost</u>	<u>Current Market</u>	<u>Gain/Loss</u>	<u>Yld Mat</u>
AGENCY		-	-	-	-
U.S. TREASURIES		-	-	-	-
COMMERCIAL PAPER		-	-	-	-
FUNDS IN TRUST		\$ 1,115,782.29	\$ 1,115,782.29		
<b>COLLATERALIZED TIME DEPOSITS</b>					
Premier	10/3/2024	\$ 170,424.60	\$ 170,424.60		4.88%
<b>CASH EQUIVALENT &amp; MONEY MARKET</b>					
LOCAL AGENCY INVESTMENT FUND (LAIF)		\$ 33,098,278.33	\$ 33,098,278.33	-	4.30%
DEPOSITS HELD WITH FINANCIAL INSTITUTIONS		1,965,473.36	1,965,473.36	-	-
Subtotals		<u>\$ 35,063,751.69</u>	<u>\$ 35,063,751.69</u>	-	
GRAND TOTALS		<u>\$ 36,349,958.58</u>	<u>\$ 36,349,958.58</u>	-	

**RCSD INVESTMENT PORTFOLIO**  
**APRIL 30, 2024**

**Maturity**

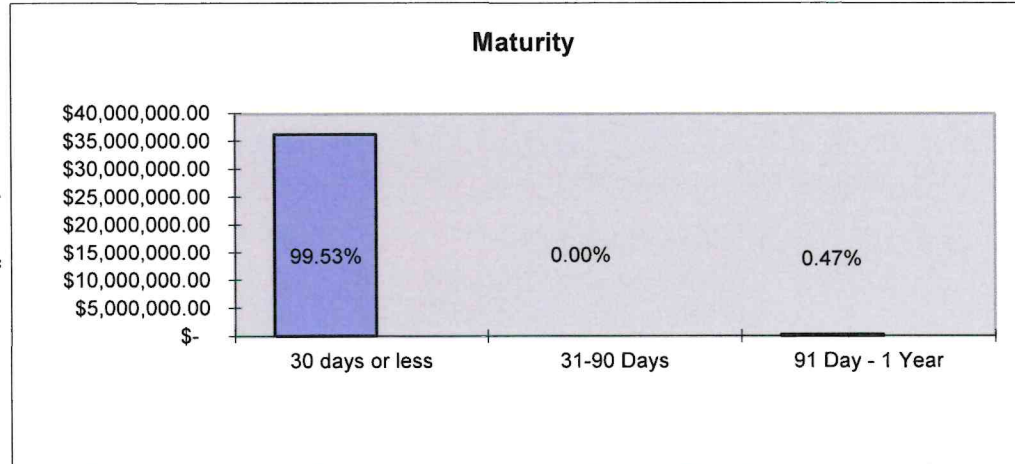
30 days or less  
 31-90 Days  
 91 Day - 1 Year

**Total**

**Assets**

\$ 36,179,533.98  
 -  
 170,424.60

**\$ 36,349,958.58**



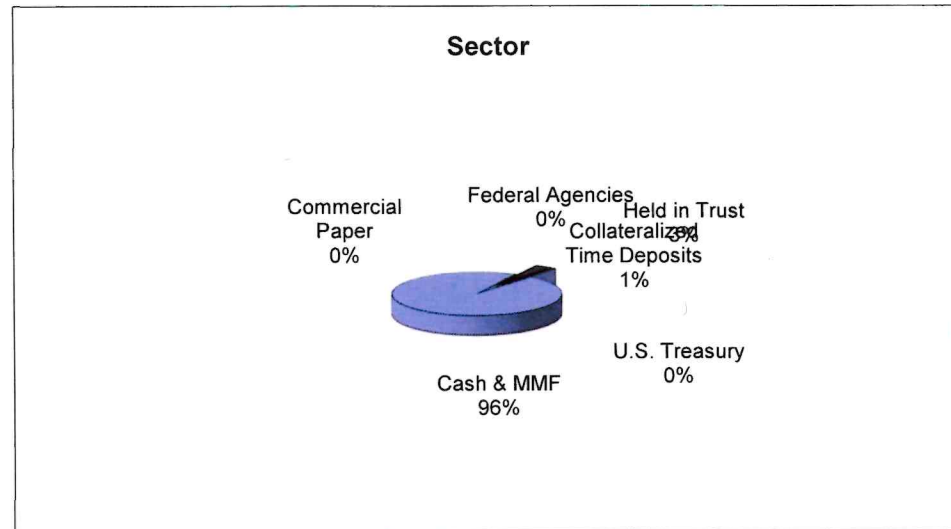
**Sector**

Cash & MMF  
 U.S. Treasury  
 Federal Agencies  
 Commercial Paper  
 Held in Trust  
 Collateralized Time Deposits

**Total**

\$ 35,063,751.69  
 -  
 -  
 -  
 1,115,782.29  
 170,424.60

**\$ 36,349,958.58**



5. **CONSENT CALENDAR** (continued)

D. **DM 2024-42**: Consider Response to the 2024 Conflict of Interest Code  
Biennial Notice for Amendments

# 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

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

**DIRECTORS MEMORANDUM 2024-42**

June 6, 2024

**To:**            Rubidoux Community Services District  
                  Board of Directors

**Subject:**     Consider Response to the 2024 Conflict of Interest Code Biennial Notice for Amendments

## **BACKGROUND:**

The Political Reform Act requires every local government agency to review its conflict-of-interest code biennially. A conflict-of-interest code tells public officials, governmental employees, and consultants what financial interests they must disclose in their Statement of Economic Interests (Form 700). Form 700 is an annual disclosure filed with the County of Riverside by April 1 of each year.

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

The District's last biennial review in 2022 required the District to amend its Conflict of Interest Code and update its Designated Employees and Categories List with Resolution No. 2022-892. This submittal required further amending for adequate disclosure as the Conflict of Interest Code did not sufficiently set forth distinct disclosure categories for the District's designated positions, titles, or functions. Resolution No. 2023-900, adopted February 2, 2023, pursuant to Directors Memorandum ("DM") 2023-11, remediated this issue. The District's current Conflict of Interest Code accompanies Resolution No. 2023-900 and is included as Attachment 1.



The Fair Political Practices Commission (“FPPC”) has prepared a 2024 Local Biennial Notice form for local agencies to complete and return by August 1, 2024. The instructions are included as Attachment 2 and the notice as Attachment 3. The Board must determine in its sole discretion if an amendment to the District’s current Conflict of Interest Code is required. Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure the agency’s code includes disclosures by those agency officials who make or participate in making governmental decisions.

A local government agency must amend its Conflict of Interest Code if any of the below questions could be answered **YES**:

- Is the current code more than five years old? **No**
- Have there been any substantial changes to the agency’s organizational structure since the last code was approved? **No**
- Have any positions been eliminated or re-named since the last code was approved? **No**
- Have any new positions been added since the last code was approved? **No**
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved? **No**

Based on the answers to the criteria above, the District is not required to amend its current Conflict of Interest Code and the 2024 Local Agency Biennial Notice should be completed and returned accordingly.

**RECOMMENDATION:**

Staff recommends the Board of Directors to:

1. Find in its sole discretion the District’s Conflict of Interest Code does not require amending pursuant to the 2024 Local Agency Biennial Notice.
2. Authorize the General Manager to complete and submit the 2024 Local Agency Biennial Notice as ‘No amendment is required’.

Respectfully,



BRIAN R. LADDUSAW, CPA  
General Manager

Attachment(s):

1. Resolution No. 2023-900 with Standard Conflict of Interest Code and Appendix
2. 2024 Conflict of Interest Code – Biennial Notice Instructions for Local Agencies
3. 2024 Local Agency Biennial Notice

**RESOLUTION NO. 2023-900**

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. That the foregoing Recitals are true and correct.
2. That the Fair Political Practices Commission Standard Conflict of Interest Code, attached hereto, is hereby adopted as it may be amended from time to time by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.
3. Appendix Part "A", listing officials who manage public investments and thus are not subject to the Standard Conflict of Interest Code; and designated positions, titles, or functions that are subject to the Standard Conflict of Interest Code including disclosure categories assigned, is also hereby adopted.
4. Appendix Part "B", identifying and describing disclosure categories one (1) to five (5), is also hereby adopted.
5. That this resolution supersedes Resolution No. 2022-892 in its entirety.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of February, 2023 at the regular meeting of the Board of Directors of the Rubidoux Community Services District, by the following vote:

**AYES:** BERNARD MURPHY; JOHN SKERBELIS; HANK TRUEBA JR.; F.  
FOREST TROWBRIDGE; ARMANDO MUNIZ

**NOES:**

**ABSENT:**

**ABSTENTIONS:**




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Bernard Murphy, President  
Rubidoux Community Services District

(Seal)

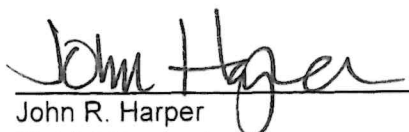
**ATTEST:**



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Brian R. Laddusaw  
General Manager

**APPROVED AS TO FORM AND CONTENT:**



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John R. Harper  
District Counsel



**CONFLICT OF INTEREST CODE  
OF THE  
RUBIDOUX COMMUNITY SERVICES  
DISTRICT**

**CONFLICT OF INTEREST CODE**  
**OF THE**  
**RUBIDOUX COMMUNITY SERVICES DISTRICT**  
**(Amended February 2, 2023)**

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Rubidoux Community Services District** (the "District").

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Board Secretary** as the District's Filing Officer. The **Board Secretary** shall make and retain a copy of all statements filed by the Officials who manage public investments, and forward the originals of such statements to the Clerk of the Board of Supervisors. The **Board Secretary** shall retain the originals of the statements of all other designated positions and make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code Section 81008.)

**APPENDIX**  
**CONFLICT OF INTEREST CODE**  
**OF THE**  
**RUBIDOUX COMMUNITY SERVICES DISTRICT**  
**(Amended February 2, 2023)**

**PART “A”**

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

District Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3(b), are NOT subject to the District’s Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments<sup>1</sup>:

- Members of the Board of Directors
- General Manager
- Director of Finance and Administration
- Financial Consultant(s)

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<sup>1</sup> Individuals holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

**DESIGNATED POSITIONS**  
**GOVERNED BY THE CONFLICT OF INTEREST CODE**

<b><u>DESIGNATED POSITIONS'</u></b> <b><u>TITLE OR FUNCTION</u></b>	<b><u>DISCLOSURE CATEGORIES</u></b> <b><u>ASSIGNED</u></b>
Assistant General Manager	1, 2, 3, 4, 5
Director of Engineering	1, 2, 3, 4, 5
Director of Operations	1, 2, 3, 4, 5
Engineering Consultants	1, 2, 3, 4, 5
General Counsel <sup>2</sup>	1, 2, 3, 4, 5
Consultants and New Positions <sup>3</sup>	

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<sup>2</sup> The position of General Counsel is filled by an outside consultant but acts in a staff capacity.

<sup>3</sup> Individuals serving as a consultant as defined in FPPC Reg 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure category set forth in this Code subject to the following limitation:

The General Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.) The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)



## **PART "B"**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the designated is assigned<sup>4</sup>. Such economic interests are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the District.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, that do business in or own real property within the jurisdiction of the District.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the District, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

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<sup>4</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

## 2024 Conflict of Interest Code Biennial Notice Instructions for Local Agencies

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

By **July 1, 2024**: The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

By **October 1, 2024**: The biennial notice must be filed with the agency's code reviewing body.

The FPPC has prepared a 2024 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in *more than one county* and will contact them.

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

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

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

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

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

## 2024 Local Agency Biennial Notice

Name of Agency: Rubidoux Community Services District  
Mailing Address: 3590 Rubidoux Blvd., Jurupa Valley, CA 92509  
Contact Person: Brian Laddusaw Phone No. 951-684-7580  
Email: bladdusaw@rcsd.org Alternate Email: \_\_\_\_\_

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

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

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

(*Check all that apply.*)

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

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

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

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### Verification (to be completed if no amendment is required)

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

\_\_\_\_\_  
*Signature of Chief Executive Officer*

\_\_\_\_\_  
*Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**

5. **CONSENT CALENDAR** (continued)

- E. **DM 2024-43**: Consider Ratification of Contract Change Order Number 2 for the Backwash Supply Pipeline Project at Leland Thompson Water Treatment Facility



# 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

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

**DIRECTORS MEMORANDUM 2024-43**

June 6, 2024

**To:** Rubidoux Community Services District  
Board of Directors

**Subject:** Consider Ratification of Contract Change Order Number 2 for the Backwash Supply Pipeline Project at Leland Thompson Water Treatment Facility

## BACKGROUND:

In January 2024 under Director's Memorandum 2024-02 the Rubidoux Community Services District ("District") Board of Directors ("Board") awarded a construction contract to G.A. Nelos for the construction of a backwash supply pipeline to address pressure surges occurring at the Leland Thompson Water Treatment Facility ("Thompson Plant") and in the system, most notably in the Loring Ranch area of the District. This project is currently under construction.

The District has also been working on addressing Manganese in the Transmission and Distribution system which currently have a Maximum Contaminate Level ("MCL") of 50 parts per billion ("ppb") (0.05mg/L). It is expected that this will be lowered by the California State Water Resources Control Board Division of Drinking Water ("DDW") to 20ppb in the near future as recent studies have indicated that Manganese above this level may have adverse health effects. Although this is the standard set by the DDW, Manganese concentrations at this level can occasionally cause staining of white porcelain and clothing in the wash. The District has decided to provide water to its customers at a concentration of 10ppb which is the lower bound detection limit by current testing methods and considered Non-Detect ("ND"). This is desired to limit to the maximum extent possible the effects of Manganese in the potable water supplied to District customers. Additionally, sales of water to the Jurupa Community Services District ("JCSD") are currently halted while the District works to lower its Manganese concentration levels such that staining is not likely to occur. Selling water to JCSD is important not only to the District in increased revenue but also to JCSD in providing a lower cost high quality water source.

The Thompson Plant has historically treated Well 17, which was replaced by Well 18 and Well 1A for Manganese while Well 8 did not need treatment for Manganese as the level of Manganese in the raw water from Well 8 was below the MCL of 50ppb. After construction and operation of the Ion Exchange for PFAS removal at the Thompson Plant it was found that Manganese was being removed from the potable water by the resin used to remove PFAS which is not desired as it shortens the life of the resin for its primary purpose of removing PFAS. This Manganese has been determined to be coming from Well 8 which bypasses Manganese treatment at the Thompson Plant.

Additionally, after the initial contract was awarded to G.A. Nelos, it was found that the raw water from Well 8 was now exceeding 50ppb which exceeds the MCL. This means that Well 8 cannot be used independently and must be blended with water treated for Manganese from either Well 18 or Well 1A. It is also possible by repositioning valves in 34<sup>th</sup> Street in front of the Thompson Plant such that raw water from Well 8 will go through the Manganese Treatment Process. These valves essentially combine raw water from Well 1A and 8 to go into the treatment vessels. The pipe carrying water from both wells is too small to carry water from both wells simultaneously and the velocity in the pipe will approach 10 feet per second which will cause excess stress in the pipe and a phenomenon called water hammer to occur. It is generally recommended that water flow rates less than 7 feet per second do not exhibit this phenomenon and is considered a safe operating flow rate.

The solution to this is to replace the pipeline carrying the combined water from Well 1A and Well 8 with a pipeline of a larger diameter. As G.A. Nelos is already working under contract at the Thompson Plant it is expeditious to have them perform the installation of the upsized pipe and staff requested and received a Contract Change Order Proposal from G.A. Nelos to add this work to the contract. This change order proposal is \$84,725.19.

The original bid for this project was \$534,000 to which staff applied a contingency of \$53,400 or 10%. Staff has already approved Contract Change Order No. 1, which is \$4,549.89 and covered by the contingency. There are also in process a few minor change orders of less than \$5,000 total which, including the approved Contract Change Order No. 1, are less than the contingency amount. There may also be other change orders during the duration of the project, although these are not expected to occur, nevertheless, it is desirable to keep the remaining balance of the contingency available for additional change orders.

As the upsized pipe at the Thompson Plant is needed to be installed as soon as possible because soon the summer water demand is imminent, and the District will need to have the full resources of all its wells available to meet demand without interruption Staff authorized the Contract Change Order Number 2 to keep the project moving forward. G.A. Nelos will prioritize the installation of this pipe in their schedule, so it is completed first before the bypass pipeline that is the initial contract purpose. This request is for the board to ratify Contract Change Order Number 2 and authorize the expenditure of an additional \$84,725.19 for the installation of this much needed pipe in the Thompson Plant.

### **Budget Considerations:**

Pursuant to DM 2024-02, the current Board authorization for this project is \$805,000 which includes a 10% construction contingency of \$53,400 which is being utilized for change orders specifically related to the backwash supply pipeline. Staff recommends a budget amendment to incorporate this additional scope item by

adjusting the project cost an additional \$85,000, from \$805,000 to \$890,000, and to be funded by the District's Water Fund Unrestricted Operating Reserve Fund. As of May 17, 2024, the District's Water Fund Unrestricted Operating Reserve Fund has a balance of approximately \$5.4 million, which is more than sufficient to cover this budget amendment.

**RECOMMENDATIONS:**

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

1. Amend the District's FY 2023|2024 Water Replacement Project Budget Line 6 from \$805,000 to \$890,000 and include a transfer from the District's Water Fund Unrestricted Operating Reserve Fund in the amount of \$85,000.
2. Ratify the signing of Contract Change Order Number 2 with G&A Nelos for Construction of the upsized water pipe at the Leland Thompson Water Treatment Facility under the contract already authorized by the Board of Directors.

Respectfully,



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

Attach:

1. DM 2024-02
2. Contract Change Order Number 1
3. Contract Change Order Number 2



# 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



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

## DIRECTORS MEMORANDUM 2024-02

January 4, 2024

**To:** Rubidoux Community Services District  
Board of Directors

**Subject:** Consider Awarding a Construction Contract for a Backwash Supply Pipeline and Other Miscellaneous Improvements to the Leland Thompson Water Treatment Facility

### BACKGROUND:

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

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

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

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

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

In January 2023 under Director's Memorandum 2023-06 the board awarded a Task Order to Krieger and Stewart Engineers to perform an in-depth study of on-going pressure surge issues at the Leland Thompson Water Treatment Facility. The work product from this analysis was a Final Technical Memorandum.

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

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

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

Well 2 has levels of Perchlorates and Nitrates which exceed the Maximum Contaminate Level (“MCL”). To resolve this, water from Well 2 is blended in a pipeline which runs from the Thompson Plant to Avalon Street along the 34<sup>th</sup> Street alignment. Currently there is a valve which must be closed while Well 2 is running to prevent water from Well 2 entering the Distribution System without proper blending with the water from the Thompson Plant. The District engaged Krieger and Stewart under DM 2023-06 to design a bypass pipeline which will allow water to enter the plant from both the east and west side of the distribution system while Well

2 is in operation. Plans were completed in September 2023 but Staff asked Krieger and Stewart to add additional items to the bid set after the initial plans were prepared as they can be completed by the contractor while they are already working on the project saving the cost of doing it under a change order or by a separate contract which will have additional mobilization costs.

The additional improvements include re-routing a pipe so the rinse water from the backwash is not discharged into the system but rather into the waste tank on the Leland Thompson site. Furthermore, the District needs to provide additional valving and piping so when pulling regulatory water quality samples for Well 8 the required flushing before sampling Well 8 can discharge into the waste tank at the Thompson Plant rather than onto Daly Street, causing potential flooding of neighboring properties on Daly Street. Although Well 8 is several blocks from the Thompson Plant, the valving and additional piping can be located at the Thompson Plant where raw water from Well 8 enters the Thompson Plant.

The District advertised this project in the Press Enterprise and invited several contractors to bid on the project. Six Prime Contractors attended the Job Walk but only one contractor submitted a timely bid. The contractor submitting the bid is G & A Nelos (“Nelos”), the contractor that just finished the Market Street Water Pipeline relocation Project. The District is very pleased with the quality of Nelos’ work and has no reservations about granting this work to them. The bid submitted by Nelos has been found to be in order and is in the amount of \$534,000. Staff recommends a 10% Construction Contingency be added to this in the amount of \$53,400. This brings the total construction contract cost to \$587,400. Krieger and Stewart reviewed the contract documents and found them in order, providing a memo recommending the District award the contract to Nelos. A second contractor did prepare a bid but missed the deadline for submitting the bid, so their bid was disqualified. As a point of reference, their bid was found to be higher than that submitted by Nelos.

The District is purchasing the new butterfly valves associated with this project and having them installed by the contractor (Owner Furnished, Contractor Installed or “OFCI”). The District obtained a quote from Core & Main for these valves in the amount of \$56,972.52. No contingency is necessary on the purchase of these valves.

During construction, the District will need construction oversight, submittal review, inspection, soils work during compaction of trenches and surveying work provided. The District requested a proposal from Krieger and Stewart for this work. Krieger and Stewart’s proposal for this work is \$159,800 of which \$6,176 is the cost of the additional engineering design mentioned above which was requested by the District. As this proposal is for more hours than it will likely take there is no contingency necessary and a Not to Exceed Task Order will be issued. It is highly likely the total amount authorized will not be exceeded as the project is expected to take less than the 12 weeks utilized to prepare the proposal.

The total cost of this project is \$804,172.52 as outlined below:

Construction Contract	
Bid amount:	\$ 534,000.00
Contingency	10% \$ 53,400.00
Valves	\$ 56,972.52
Construction Oversight	\$ 159,800.00
Total Authorization	\$ 804,172.52

**Budget Considerations:**

Included in the District's FY 2023|2024 Water Replacement Project Budget is Line 6 'LT WTF Fe/Mn System Backwash Pipe' in the amount of \$335,000. This amount is insufficient to cover the cost of this work and will require a budget amendment. Staff recommends the Board amend the District's FY 2023|2024 Water Replacement Project Budget from \$335,000 to \$805,000, an addition of \$470,000, with the excess funding coming from the District's Water Fund Unrestricted Operating Reserve Fund. As of January 4, 2024, the District's Water Fund Unrestricted Operating Reserve Fund has a balance of approximately \$5 million, which is more than sufficient to cover this budget amendment.

**RECOMMENDATIONS:**

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

1. Amend the District's FY 2023|2024 Water Replacement Project Budget Line 6 from \$335,000 to \$805,000 and include a transfer from the District's Water Fund Unrestricted Operating Reserve Fund in the amount of \$470,000.
2. Sign a contract with G&A Nelos for Construction of the Leland Thompson Water Treatment Facility Backwash Supply Pipeline.
3. Issue a Purchase Order to Core & Main for \$56,972.52 for the purchase of the necessary valves.
3. Issue a Task Order in a not to exceed amount of \$159,800 to Krieger and Stewart under Master Agreement RCSD 2022-02 to prepare the plans and documents for the installation of the Water Bypass Pipeline.

Respectfully,

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

Attach:

1. DM 2023-06
2. Contract Documents
3. Recommendation to Award Contract from Kieger and Stewart.
4. Quote from Core & Main for the Butterfly Valves
5. Proposal from Krieger and Stewart for Construction oversight

**CONTRACT CHANGE ORDER NO. 1**

K&S W.O. 587-19.65.8 F/C

**To Contract:** LELAND J. THOMPSON WATER TREATMENT PLANT  
FE/MN FILTRATION SYSTEM BACKWASH SUPPLY PIPELINE, dated February 9, 2024  
**by and between:** RUBIDOUX COMMUNITY SERVICES DISTRICT (OWNER),  
**and:** G&A NELOS CONSTRUCTION, INC. (CONTRACTOR),

**Contractor is hereby directed to make the following change in Contract Work:**

Item No.	Description of Change	Decrease \$	Increase \$
1	Installation of PVC encasement piping for sodium hypochlorite lines per Contractor's Change Order Proposal No. 2		\$353.00
2	Removal of existing slurry backfill material per Contractor's Change Order Proposal No. 3 and associated one (1) day time extension.		\$4,196.89
<b>Total Decrease in Contract Amount:</b>		<b>\$0.00</b>	
<b>Total Increase in Contract Amount:</b>			<b>\$4,549.89</b>
<b>Net Change in Contract Amount:</b>			<b>\$4,549.89</b>
<b>Contract Amount Prior to Change:</b>			<b>\$534,000.00</b>
<b>Contract Amount Adjusted for Change:</b>			<b>\$538,549.89</b>

By reason of Change Order No. 1, time of completion shall be adjusted as follows: 1 calendar day(s). Adjusted Contract Completion Date shall be August 8, 2024. All provisions of the Contract shall apply hereto, and shall become effective when fully executed (signed and dated) by both parties.

Contractor accepts the terms and conditions stated herein as full and final settlement of any and all claims arising from this Change Order. The adjustments to the Contract price and Contract time in this Change Order constitute the entire compensation and/or adjustment thereto due to Contractor, including but not limited to all direct, indirect, consequential, profit, labor, equipment, tools, idle time, incidentals, and overhead (field and home office) costs, due to Contractor arising out of or related to the change in the Work covered by this Change Order. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Recommended by (Engineer) *Brendon C. Vally* Date: 5/10/2024  
 Accepted by (Contractor) *Carlos Giles* Date: 05/10/2024  
 Approved by (Owner) Ted Beckwith Date: \_\_\_\_\_  
2024.05.15 17:45:08-07'00' *Ted Beckwith*

Remarks \_\_\_\_\_



**CONTRACT CHANGE ORDER NO. 2**

K&S W.O. 587-19.65.8 F/C

**To Contract:** LELAND J. THOMPSON WATER TREATMENT PLANT  
FE/MN FILTRATION SYSTEM BACKWASH SUPPLY PIPELINE, dated February 9, 2024  
**by and between:** RUBIDOUX COMMUNITY SERVICES DISTRICT (OWNER),  
**and:** G&A NELOS CONSTRUCTION, INC. (CONTRACTOR),

**Contractor is hereby directed to make the following change in Contract Work:**

Item No.	Description of Change	Decrease \$	Increase \$
1	Construct connection piping between existing Well 8 raw water (RW) influent piping and existing iron and manganese filtration system influent piping per Contractor's Change Order Proposal No. 1 and associated time extension of eleven (11) calendar days.		\$84,725.19
<b>Total Decrease in Contract Amount:</b>		<b>\$0.00</b>	
<b>Total Increase in Contract Amount:</b>			<b>\$84,725.19</b>
<b>Net Change in Contract Amount:</b>		<b>\$84,725.19</b>	
<b>Contract Amount Prior to Change:</b>		<b>\$538,549.89</b>	
<b>Contract Amount Adjusted for Change:</b>		<b>\$623,275.08</b>	

By reason of Change Order No. 2, time of completion shall be adjusted as follows: 11 calendar day(s). Adjusted Contract Completion Date shall be August 19, 2024. All provisions of the Contract shall apply hereto, and shall become effective when fully executed (signed and dated) by both parties.

Contractor accepts the terms and conditions stated herein as full and final settlement of any and all claims arising from this Change Order. The adjustments to the Contract price and Contract time in this Change Order constitute the entire compensation and/or adjustment thereto due to Contractor, including but not limited to all direct, indirect, consequential, profit, labor, equipment, tools, idle time, incidentals, and overhead (field and home office) costs, due to Contractor arising out of or related to the change in the Work covered by this Change Order. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

**Recommended by (Engineer)** *Brendan C. Vahly* Date: 5/28/2024  
**Accepted by (Contractor)** *Carlos Giles* Date: 05/25/2024  
**Approved by (Owner)** Ted Beckwith Date: \_\_\_\_\_  
2024.05.29 16:10:41-07'00' *Ted Beckwith*

**Remarks** \_\_\_\_\_

5. **CONSENT CALENDAR** (continued)

- F. **DM 2024-44**: Consider Revisions to Employee Handbook Policy Number 2142 'Travel Expense/Vehicle Cost Reimbursement'



# 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

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

## DIRECTORS MEMORANDUM 2024-44

June 6, 2024

**To:** Rubidoux Community Services District  
Board of Directors

**Subject:** Consider Revisions to Employee Handbook Policy Number 2142 'Travel Expense/Vehicle Costs Reimbursements'

### **BACKGROUND:**

This memorandum outlines proposed revisions to Policy 2142 - Travel Expenses/Vehicle Costs Reimbursements Policy for the Rubidoux Community Services District ("District"). The objective of these revisions is to establish a policy which ensures the fair, consistent, and transparent reimbursement of expenses incurred by District employees during the performance of their official duties. This policy establishes clear guidelines for reimbursable travel expenses and the use of personal vehicles for District business.

### ***The purpose of this policy is to:***

- Define reimbursable travel expenses.
- Establish procedures for requesting and approving travel reimbursements.
- Set standards for the use of personal vehicles for district business.
- Ensure compliance with applicable laws and regulations.

Reimbursable travel expenses include, but are not limited to:

- Transportation, i.e. private vehicle mileage, airplane, rental vehicle, rideshare cost, and/or taxi cost
- Meals
- Lodging
- Tolls
- Parking

Non-reimbursable expenses include, but are not limited to:

- Personal entertainment
- Barbering
- Laundering
- Alcoholic beverages
- Expenses of family members, e.g. spouses, children

The General Manager or designee may authorize employee attendance at meetings, conferences, trainings and seminars at District expense when the program material is directly related to an important phase of District service and holds promise of benefit to the District as a result of such attendance.

The revisions to this policy have been evaluated and approved by the District’s legal counsel and were also provided to the District’s Union representative on April 22, 2024. No response was received from the Union.

***Revisions to this policy include:***

- Increased detail on reimbursable and non-reimbursable expenses
- Information regarding transportation modes
- Information regarding lodging
- Clarification on information relating to the rates at which specific reimbursements are to be made, i.e. per diem costs and mileage rates.

**RECOMMENDATION:**

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

1. Approve revisions to Employee Handbook Policy Number 2142 ‘Travel Expense/Vehicle Costs Reimbursements’.

Respectfully,



BRIAN R. LADDUSAW, CPA  
General Manager

Attach:

1. Draft Revised Policy 2142 – Travel Expenses/Vehicle Costs Reimbursements Revision
2. Employee Travel and Vehicle Expense Reimbursement Form
3. Current Policy 2142 – Expenses/Vehicle Costs Reimbursement

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# Rubidoux Community Services District

**POLICY TITLE: Travel Expenses/Vehicle Costs Reimbursements**

**POLICY NUMBER: 2142**

2142.1 In accordance with California law, the District reimburses employees for all reasonable expenses that they incur directly in performing their job duties. In order to obtain reimbursement from the District, the employee must, as required by the IRS regulations and by the U.S General Services Administration guidelines and regulations, submit a copy of the appropriate bill, receipts or other satisfactory evidence identifying the costs incurred to the Director of Finance and Administration.

2142.2 The General Manager or designee may authorize employee attendance at meetings, conferences, trainings and seminars at District expense when the program material is directly related to an important phase of District service and holds promise of benefit to the District as a result of such attendance.

2142.3 Records and Reimbursements. Requests for expense reimbursements should be submitted within 30 days of incurring the expenses. Receipts which verify the claimed expenditures will be required for all items of expense and will be verified by the Director of Finance and Administration. These items include:

- Transportation, i.e. private vehicle mileage, airplane, rental vehicle, rideshare cost, and/or taxi cost
- Meals
- Lodging
- Tolls
- Parking

Reimbursement will not be made for any personal expenses such as, but not limited to:

- Personal entertainment
- Barbering
- Laundering
- Alcoholic beverages
- Expenses of family members, e.g. spouses, children

Except as otherwise provided in this policy, expense reimbursements will be made on an actual cost basis.

2142.4 Transportation Modes. The general rule for selection of a mode of transportation is that mode which is the most efficient (time, cost, and availability) to the District.

2142.4.1 Transportation via private vehicle. Reimbursement for use of privately owned vehicles to conduct District business will be in accordance with the IRS standard mileage rate. The District intends to maintain the same standard mileage rate as the IRS and will modify the rate as official rate changes are announced. At a minimum, the IRS standard will be

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# Rubidoux Community Services District

reviewed in January of each year and changed in accordance with the published rate. This reimbursement is considered full and complete payment for actual necessary expenses for the use of the private vehicle including, but not limited to, insurance, maintenance, and all other transportation-related costs. Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational.

Employees authorized to travel on official District business in their personal vehicles, will be reimbursed for those miles over and above their normal commute (home to work/work to home).

An accepted mapping program, such as Google Maps or Apple Maps, will be the basis for determining point to point mileage reimbursement and reasonable business-related mileage. Deviations from this mileage must be explained in writing and will be subject to review and approval from the responsible authority.

2142.4.2 Commercial Airplane. When commercial airplane transportation is approved, the “cost of public carrier” is the cost of air coach/economy class rate, or less, including tax and security surcharges.

2142.4.3 Rental Car. The use of a rental car will be considered when necessary due to traveling out of the area by aircraft, and/or when it is the most economical means of transportation. When rental car use is approved, the following requirements apply:

- Rental car insurance is to be purchased to provide full protection to the District.
- District personnel traveling together will share rental car(s) to the degree possible.

2142.4.4 Other Transportation. Rail transportation, taxi, bus, subway, metro, ferry, and other modes of transportation will be provided when the cost does not exceed the cost of the least expensive transportation option.

2142.5 Lodging. Allowances for lodging, necessary for the purpose of conducting District business, must be pre-approved by the General Manager or designee. Excess charges greater than the allowance listed by the U.S. General Services Administration regulations may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost. Additionally, when conference arrangements include room options at a group discount rate, this option will be considered. Any additional charges made to the room will not be reimbursed.

2142.6 Meals. Meal reimbursement will be paid on a Per Diem basis as described in the U.S. General Services Administration regulations and requirements. The reimbursement does include taxes and tips in the rate. Employees will not be reimbursed separately for those items. The District intends to maintain the same standard rate as the U.S. General Services Administration and will modify the rate as official rate changes are announced.

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## **Rubidoux Community Services District**

At a minimum, the U.S. General Services Administration standard will be reviewed in January of each year and changed in accordance with the published rate.

2142.7 Insurance. Proof of adequate insurance coverage for collision, personal injury, and property damage shall be required by the District of any employee using a personal vehicle in the performance of District work. Failure to maintain proper insurance coverage may result in the denial of reimbursement for vehicle-related expenses.





EMPLOYEE TRAVEL AND VEHICLE EXPENSE REIMBURSEMENT:

Date:	Mileage:	Mileage Rate:	Airfare:	Transportation:	Rental Vehicle:	Lodging:	Meals & Tips:	Supplies:	Tolls & Parking:	Other:
Totals:										
									Total Reimbursement:	

Approval:

Requested By:	Signature:	Date:
Approved By:	Signature:	Date:
Amount Approved:	Check Number:	Check Date:

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# Rubidoux Community Services District

**POLICY TITLE: Expenses/Vehicle Costs Reimbursement**

**POLICY NUMBER: 2142**

2142.1 In accordance with California law, the District reimburses employees for all expenses that they incur directly in performing their job duties. In order to obtain reimbursement from the District, the employee must, as required by IRS regulations, submit a copy of the appropriate bill, receipts or other satisfactory evidence identifying the costs incurred to the Director of Finance and Administration. The employee must also complete the appropriate reimbursement request form and verify the amount of the expense, the date the expenses were incurred, and the reason why they were incurred. All reimbursement requests should be submitted within 30 days of incurring the expense.

2142.2 When an employee is authorized to use their personal vehicle in the performance of District work, they shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

2142.3 Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational.

2142.4 Every attempt shall be made to coordinate work so that District vehicles are available and operational for the performance of said work.

2142.5 Proof of adequate insurance coverage for collision, personal injury, and property damage shall be required by the District of any employee using a personal vehicle in the performance of District work.



6. **CORRESPONDENCE AND RELATED INFORMATION**

- A. Article from Riverside Press-Enterprise – Editorial – CEQA reform is still needed as much as ever

## EDITORIAL

## 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 Quality 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 credits the environmental protection law, which was signed in 1970 by then-Gov. Ronald Reagan, for offering important protections to the Golden State's environment.

However, the commission concluded, "it is also true that CEQA, like any law, can have damaging, often unintended, consequences. It is an expensive and lengthy process that can add years to project timeframes. It can be used for purposes that have little relationship to environmental protection. Its strong bias toward the status quo means that it can be used to block projects that would help improve the environment."

Hundreds of CEQA lawsuits are filed every year. While some might raise legitimate issues, many often don't and are intended to throw a wrench into planned developments.

A 2015 report by Jennifer Hernandez and David Friedman found that, "Sixty-four percent of those filing CEQA lawsuits are individuals or local 'associations,' the vast majority of which have no prior track record of environmental advocacy — and CEQA litigation abuse is primarily the domain of Not In My Backyard (NIMBY) opponents and special interests such as competitors and labor unions seeking non-environmental outcomes."

As frequently noted in these pages, there's a reason why Gov. Jerry Brown referred to CEQA reform as "the Lord's work." Brown recognized that reforming the law to prevent abuses of it was necessary, but also recognized that getting reforms through was a tall task. And so, to date, the Legislature has mostly stuck to incremental tweaks or just outright exempting specific projects or types of projects from the law.

The Little Hoover Commission also calls for targeted reforms to the law. This includes following Washington state's lead in exempting new housing within urban growth boundaries from environmental review. This would free much development from delays or legal threats.

"California will never achieve its housing goals as long as CEQA has the potential to turn housing development into something akin to urban warfare—contested block by block, building by building," the commission notes.

Other recommendations include strengthening standing requirements for those who wish to use the law to sue under CEQA, "establish clear parameters for significance thresholds and for analysis and mitigation of impacts," and improving processes to prevent "data dumps" and "late hits" against projects.

These are all worthy of consideration.

Indeed, it is time for the Legislature to not just talk about talking about CEQA. It is time for the Legislature to take seriously the need to reform the California Environmental Quality Act in a way that is fair and responsible. We can and should protect the environment without all the abuses of the law.

6. **CORRESPONDENCE AND RELATED INFORMATION** (continued)

B. Article from Riverside Press-Enterprise – Riverside – Council approves power line plan

## RIVERSIDE

## Council approves power line plan

In a 4-3 vote, majority rejects calls to run project underground instead of on 180-foot towers

BY MADISON HART

[MHART@SCNG.COM](mailto:MHART@SCNG.COM)

Despite ongoing pushback on its plans to run power lines along 180-foot towers above the Santa Ana River, a majority of the Riverside City Council has given the long-awaited project its final approval.

The council voted 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, and Southern California Edison has been developing plans for a second connection, or the Riverside Transmission Reliability Project, for years. The project ultimately would tie in near Jurupa Valley and carry power to Riverside with dozens of 180-foot steel poles.

Norco City Councilmember Kevin Bash, who spoke at the council meeting Tuesday, criticized Riverside for fighting opponents of the planned above-ground power lines.

"This (project) needs to be undergrounded," Bash said.

In its push to see the power transmission lines buried, Norco and its supporters, including a bipartisan group of elected officials, have argued that wildfire risks and other conditions have changed in recent years, justifying changes to the project.

Caroline Choi, senior vice president of corporate affairs and public policy at Edison, said the project is critical to meeting Riverside's needs.

"Riverside's current system capacity is nearing its limit, Choi said, "with peak loads expected to exceed safe operating standards by 2029, or as early as 2026 with expected demand growth."

The majority of the Riverside council agreed, despite opposition from the majority of public speakers at the meeting Tuesday, saying it's time to get to work on a project two decades in the making.

"Based on the totality and what is best for the entire city," Councilmember Jim Perry said, "it is time to move on with this project."

Councilmembers Philip Falcone, Steven Robillard and Sean Mill joined Perry in voting for the project. Councilmembers Clarissa Cervantes, Chuck Conder and Steve Hemenway voted against it.

In October, the council left the decision on the project up to the California Public Utility Commission, which authorized Edison to construct the project as currently designed. With the council's vote Tuesday, the project's construction will essentially be in Edison's hands.

The transmission lines will run from the utility's Mira Loma Substation in Ontario to the Wildlife Substation in Riverside, along the Santa Ana River. Total project cost is estimated at \$730 million. The city's portion for the project is about \$208.8 million.

Officials say the transmission lines will be completed by 2029, unless opponents find a way to stop the project.

Reached Wednesday, Bash said the city of Norco has one option: "Fight."

Bash didn't explain further, but Norco officials in March said they were eyeing a legislative fix, working with Assemblyman Bill Essayli, R-Riverside, to introduce a bill that would suspend the power project until an updated environmental study is completed.

7. **REPORTS**

A. Operations Report (Second Meeting Each Month)

7. **REPORTS** (continued)

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



7. **REPORTS** (continued)

C. General Manager and Staff Reports / Updates

7. **REPORTS** (continued)

D. Committee Reports

**8. ACTION / DISCUSSION ITEMS**

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

# 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



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

## DIRECTORS MEMORANDUM 2024-45

June 6, 2024

**To:**            Rubidoux Community Services District  
                  Board of Directors

**Subject:**    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.

**RECOMMENDATION:**

Staff recommends the Board of Directors consider authorizing 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.

Respectfully,



BRIAN R. LADDUSAW  
General Manager

Attachments:

AT RISK CONSTRUCTION AGREEMENT WATER AND SEWER SYSTEM IMPROVEMENTS TRACT NOS. 32721 and 36947 (Emerald Ridge North) “Agreement” between the District and Developer

**AT RISK CONSTRUCTION AGREEMENT  
WATER AND SEWER SYSTEM IMPROVEMENTS**

**TRACT NOS. 32721 and 36947 (Emerald Ridge North)  
June 6, 2024**

This Reimbursement Agreement Water System Improvements (this “**Agreement**”) is made by and between the Rubidoux Community Services District, a public agency (“**District**”), Lennar Homes of California, LLC (“**Developer**”). District and Developer may also be collectively referred to herein as “Parties” and individually as “Party.”

**RECITALS**

A. **WHEREAS**, Developer proposes the construction of Tract No. 32721 & 36947, a 204-lot single family residential development (“**Project**”) located in the District’s service area west of Canal Street and 28th Street in the City of Jurupa Valley, California (the “**City**”) as shown in Exhibit A (the “**Tentative Tract Map**”); and,

B. **WHEREAS**, the Developer has obtained entitlement approvals through the City and as part of satisfying conditions of approval set by the City, the Developer must design, bid, and install to District standards, at Developer’s sole cost and expense, certain water and sewer facilities in the Project as specified in Exhibit B, attached hereto and incorporated herein by reference (“**Developer Improvements**”); and

C. **WHEREAS**, the District also conditioned the Developer to build certain other water and sewer improvements identified in the District Master Plan to be reimbursed by the District to the Developer under a separate agreement which are also delineated in Exhibit B (the “**District Requested Improvements**”); as well as provide the District access to any temporary hydrants and meters installed at the Project;

D. **WHEREAS**, the District’s 2005 Design and Construction Manual has been adopted by the District Board of Directors and requires the Tract Map be final, approved by the City and recorded with the County Recorder’s Office before construction of the water and sewer facilities; and

E. **WHEREAS**, the Developer desires to start construction of the water and sewer facilities prior to the Tract Map being final, approved by the City and recorded with the County Recorder’s Office; and,

F. **WHEREAS**, the Developer Improvements and the District Requested Improvements are hereafter jointly referred to as the “**Improvements**” as shown in Exhibit B; and,



G. **WHEREAS**, the Developer agrees to construct the Improvements at its own expense, except for the expense of installing the District Requested Improvements which will be borne by the District under the terms of a separate written agreement; and,

H. **WHEREAS**, the Developer agrees to construct the Improvements at its own risk; and,

I. **WHEREAS**, it is the purpose of this Agreement to establish and memorialize the terms and conditions between the Parties regarding the installation of the Improvements; and,

J. **WHEREAS**, The Developer is the current Owner of Project; and,

K. **WHEREAS**, the District has requested that the Developer execute this Agreement as the owner and developer of the Project, .,

## **TERMS**

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained the Parties agree to as follows:

### **1. Incorporation of Recitals**

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

### **2. Construction and Installation of the Improvements**

a. The Developer will construct the Improvements in Exhibit B at its own risk and understands that the construction of the Improvements will not ensure the Tract Map is ever approved by the City and subsequently recorded in the Official Records of the County of Riverside. The Developer also understands that construction of the Improvements does not create a vested right of the Developer in obtaining entitlements or approvals of the Tract Map.

b. Prevailing Wages. Developer is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. The Improvements being funded by a Community Facilities District or by the Rubidoux Community Services District involve an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Developer shall fully comply with such Prevailing Wage Laws with respect to the Improvements. Developer shall obtain a copy of the prevailing rates of per diem wages at the commencement of the bidding of the Improvements from the website of the Division of Labor Statistics and Research of the

Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Developer may view a copy of the prevailing rates of per diem wages at the District Office. Developer shall defend, indemnify, and hold District, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws with respect to the Improvements constructed by Developer.

### **3. Inspection and Improvements**

a. Without modifying or limiting Developer's obligations under this Agreement, District will inspect and test the Improvements constructed by the Developer. The District will track costs incurred by the District for all expenses associated with inspection and testing of the Improvements. As the work associated with the District Requested Improvements is in the Public Right of Way, the District shall have access to the work site at all times during business hours to conduct tests or inspections. Any deficiencies in the Improvements noted by the District shall be corrected by the Developer at its sole cost and expense. Upon completion of the Improvements, to the satisfaction of District and once the Tract Map is final, approved by the City and recorded with the Riverside County Recorder's Office, the Improvements shall be presented to the District for acceptance.

b. Acceptance by the District of the Improvements constructed by the Developer shall be conditioned upon performance of the obligations set forth in this Agreement in regard to: (i) approval by District of the construction and installation of Improvements; (ii) lien free completion of construction of the District Requested Improvements; and (iii) acceptance of title to the Improvements by the District by way of the recordation of the applicable conveyance document in substantially the form set forth in Exhibit C attached hereto and incorporated herein by reference. District will assist Developer to the best of its ability in procuring the property rights necessary to construct, maintain, and operate the Improvements in the public right-of-way including without limitation obtaining appropriate licenses, easement deeds or other conveyances as necessary, but as the Tract Map is not yet final, approved by the City or recorded with the Riverside County Recorder's Office, this may not be feasible and, to the extent not feasible, the portion of the work impacted as such may need to be delayed until the Tract Map is recorded and the necessary access rights are obtained. District confirms that all of the District Requested Improvements shall be located within public right-of way once the Tract Map is final, approved by the City and recorded with Riverside County Recorder's Office if the District Requested Improvements are located as currently shown on the approved Water and Sewer Plans attached as Exhibit B and if the location of the lots and streets do not change from what is shown in the approved Tentative Tract Map attached as Exhibit A to what is shown in the final Tract Map as approved by the City and recorded with the Riverside County Recorder's Office. Notwithstanding the foregoing, to the extent any private third-party consents are required in order to construct the District Requested Improvements, the District shall be responsible for timely obtaining such consents, at no cost to Developer, and to the extent that any private third-party consents

are required in order to construct the Developer Improvements, the Developer shall be responsible for timely obtaining such consents at Developer's expense. Said activities by both Parties shall also be subject to the rights and obligations of the Parties under District rules and regulations as the same may be revised from time to time.

c. Within thirty (30) days after completion of construction of the Improvements and final inspection by District, District shall accept the Improvements as complete, subject to the provisions of this Agreement, provided such Improvements are constructed in accordance with approved District provided plans, specifications, and contract documents, and operates satisfactorily. Upon acceptance of any Improvements, Developer shall assign to District all of Developer's rights and remedies, including warranties, for such improvements as set forth in the approved contract documents. Developer shall be responsible for any accident, loss, or damage to said Improvements prior to acceptance by District. Developer shall require its contractors to warrant all work and materials for the Improvements to be free from all defects due to faulty materials or workmanship for a period of one (1) year from the date of acceptance by District. Upon acceptance of any of Improvements by the District, District shall assume all liability and responsibility for the operation, maintenance, use and ownership of those Improvements.

e. Nothing in this Agreement shall relieve Developer, its subsidiaries, partnerships, or any other entity from the requirement to pay all rates and fees which shall apply to the Project pursuant to the Rules and Regulations as the same may be revised from time to time. Further, nothing in this Agreement shall prevent the Developer from being reimbursed for the cost of the District Requested Improvements from CFD bond proceeds applicable to these improvements.

#### **4. RESERVED**

#### **5. General Provisions**

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

shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

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

c. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on each of the Parties and their successors and assigns. This Agreement shall not be assigned by Developer without the prior written consent of District, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, District's failure to disapprove of a proposed assignee in writing (any such disapproval shall specify the reasonable basis for such disapproval) within ten (10) days following written request for approval shall be deemed District's approval of and consent to such assignment as required hereunder. Without limiting the foregoing, it shall be unreasonable for District to withhold consent so long as the proposed assignee has the financial resources to undertake the work contemplated in this Agreement. District's consent hereunder does not require approval by the District's board. In the event of such an assignment, the assignees shall agree to be bound by all terms and conditions of this Agreement which accrue from and after the date of said assignment and may be required by District to enter into an assignment or other contractual arrangement to reasonably document said obligations.

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

e. Term and Termination. This Agreement shall expire upon completion of performance of this Agreement by both Parties. In the event either Party defaults in the performance of any of its obligations under this Agreement, the other Party shall have all rights and remedies available to them under the law, including without limitation, the right to terminate this Agreement upon written notice to the defaulting Party; provided, however, in the event a party seeks damages, it shall recover only actual damages (but not any consequential, incidental or punitive damages), and each party expressly waives its rights to receive consequential, incidental or punitive damages under this Agreement.

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

Rubidoux Community Services District

Rubidoux Community Services District  
3590 Rubidoux Blvd.  
Jurupa Valley, CA 92509  
Attention: General Manager  
Brian Laddusaw

Lennar Homes

Lennar Homes of California  
4140 Temescal Canyon Rd., Suite 410  
Corona, CA 92883  
Attention: Matthew Gevergiz

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

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

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

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

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

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

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

with such provisions and to require its consultants and contractors to comply with such provisions before commencing any work.

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]



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

**RUBIDOUX COMMUNITY SERVICES DISTRICT**

\_\_\_\_\_  
Brian Laddusaw  
Its: General Manager  
Date: \_\_\_\_\_

**DEVELOPER**

**Lennar Homes of California, LLC, a California Limited Liability Company**

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**EXHIBIT A**

**Tentative Tract Maps 32721 & 36947**

444  
2018-038141B  
ORIGINAL

LOT INFORMATION:  
NUMBER OF LOTS: 24  
LETTERED LOTS: 3  
TOTAL AREA: 6.90 ACRES

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**TRACT NO. 32721**

SHEET 1 OF 3 SHEETS

BEING A SUBDIVISION OF THAT PORTION OF TRACT 7 OF THE ARMSTRONG ESTATE, AS SHOWN BY MAP ENTITLED, "MAP SHOWING RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO A.C. ARMSTRONG ESTATE," AS SHOWN BY MAP RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SAKE ENGINEERS, INC. JUNE 2018

**OWNER'S STATEMENT**

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LANDS; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES; LOTS "A" THROUGH "C", INCLUSIVE; THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES; 14' TRAIL EASEMENT INDICATED IS FOR TRAIL PURPOSES IN FAVOR OF JURUPA AREA RECREATION AND PARK DISTRICT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR ACCESS PURPOSES; 10' WIDE PRIVATE ACCESS EASEMENT. THE DEDICATION IS FOR MAINTENANCE ACCESS PURPOSES IN FAVOR OF H.O.A.

WE HEREBY RETAIN LOT 23 (OPEN SPACE) FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES.

WE HEREBY RETAIN THE EASEMENT INDICATED AS 14' PRIVATE ACCESS AND UTILITY EASEMENT LYING WITHIN LOT 23 AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN THE EASEMENT INDICATED AS UTILITY EASEMENT AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN THE EASEMENTS INDICATED AS "PRIVATE DRAINAGE EASEMENT" AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN TO OURSELVES, SUCCESSORS, HEIRS AND ASSIGNS LOT 24 FOR CELL TOWER PURPOSES.

LOTS 18, 19, 20 AND 22 WILL REMAIN NOT DEVELOPABLE UNTIL THE EASEMENTS DESCRIBED IN BOOK 72343 RECORDED 10-19-1936 AND BOOK 68508 RECORDED 7-7-1989 HAVE BEEN ABANDONED BY RECORD NOTICE.

**HACIENDA PROPERTIES, LLC,**  
a California limited liability company

NAME: Ramon Lameelas TITLE: PRESIDENT  
NAME: Carmen Lameelas TITLE: VICE-PRESIDENT

**NOTARY ACKNOWLEDGMENT**

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 7-21-2018 before me, Daniel C. Coyle, a Notary Public, personally appeared Ramon Lameelas and Carmen Lameelas

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

Daniel C. Coyle  
Notary Public

MY COMMISSION NUMBER: 297754

MY COMMISSION EXPIRES: Jan. 24, 2019

MY PRINCIPAL PLACE OF BUSINESS IS Los Angeles COUNTY.

**SIGNATURE OMISSIONS NOTICE**

PURSUANT TO SECTION 66426 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

AN EASEMENT IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY FOR UTILITIES AND INCIDENTAL PURPOSES RECORDED OCTOBER 19, 1936, BK 72343 OF OFFICIAL RECORDS.  
AN EASEMENT IN FAVOR OF RIVERSIDE COUNTY SERVICES DISTRICT FOR WATER PIPELINES AND INCIDENTAL PURPOSES RECORDED JULY 7, 1989, BK 68508 OF OFFICIAL RECORDS.

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. AT THE REQUEST OF RAMON LAMEELAS ON AUGUST, 2018, I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: 7/25, 2018

Daniel C. Coyle  
DANIEL C. COYLE, L.S. 5518



**RECORDER'S STATEMENT**

FILED THIS 21 DAY OF July, 2018,  
AT 5:02PM IN BOOK 182 OF MAPS,  
AT PAGES 65-67 AT THE REQUEST OF THE  
CITY CLERK OF THE CITY OF JURUPA VALLEY  
NO. 2018-038141B  
FEE \$13.00

PETER ALDANA  
ASSESSOR-COUNTY CLERK-RECORDER  
BY: Michelle Washo COUNTY CLERK  
SUBDIVISION GUARANTEE:  
CHICAGO TITLE

**TAX BOND CERTIFICATE**

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 6200 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: July 30, 2018  
CASHOR SURETY TAX BOND  
JOHN CHRISTENSEN  
COUNTY TAX COLLECTOR  
BY: Michelle Washo DEPUTY

**TAX COLLECTOR'S CERTIFICATE**

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 6200.

DATED: July 30, 2018  
JOHN CHRISTENSEN  
COUNTY TAX COLLECTOR  
BY: Michelle Washo DEPUTY

**CITY SURVEYOR'S STATEMENT**

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 32721 AS FILED, AMENDED, AND APPROVED BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ON SEPTEMBER 4, 2007, THE EXPIRATION DATE BEING JULY 19, 2018 AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 7/24/18, 2018  
BY: Michael D. Myres  
MICHAEL D. MYRES  
CITY SURVEYOR R.C.E. 30702  
EXPIRES 3/31/2020



**CITY COUNCIL'S STATEMENT**

THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES. THE COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID STREETS SHALL NOT BECOME PART OF THE CITY MAINTAINED STREET SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THIS COUNCIL PURSUANT TO SECTION 1808 OF THE STREETS AND HIGHWAYS CODE.

THE DEDICATION FOR STREET AND PUBLIC UTILITY PURPOSES LOTS "A" (ZARI CIRCLE), LOT "B" (LA CANADA DRIVE), LOT "C" (MURIEL DRIVE)

LOTS 18, 19, 20 AND 22 WILL REMAIN NOT DEVELOPABLE UNTIL THE EASEMENTS DESCRIBED IN BOOK 72343 RECORDED 10-19-1936 AND BOOK 68508 RECORDED 7-7-1989 HAVE BEEN ABANDONED BY RECORD NOTICE.

DATE: Aug 2, 2018  
CITY OF JURUPA VALLEY, STATE OF CALIFORNIA  
BY: Michael Goodland MAYOR  
ATTEST:  
BY: Victoria Washo  
MICHAEL GOODLAND, MAYOR  
VICTORIA WASHO, CITY CLERK

**JURUPA AREA RECREATION AND PARK DISTRICT**

THE OFFER OF DEDICATION OF THE 14' WIDE TRAIL EASEMENT FOR PUBLIC PURPOSES IS HEREBY ACCEPTED.

BY: Colin Brugold GENERAL MANAGER  
DATE: 7/25/18

SEC 9, T2S, R5W SCHEDULE "A"

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

2018-05-16-4B  
ORIGINAL  
464  
166

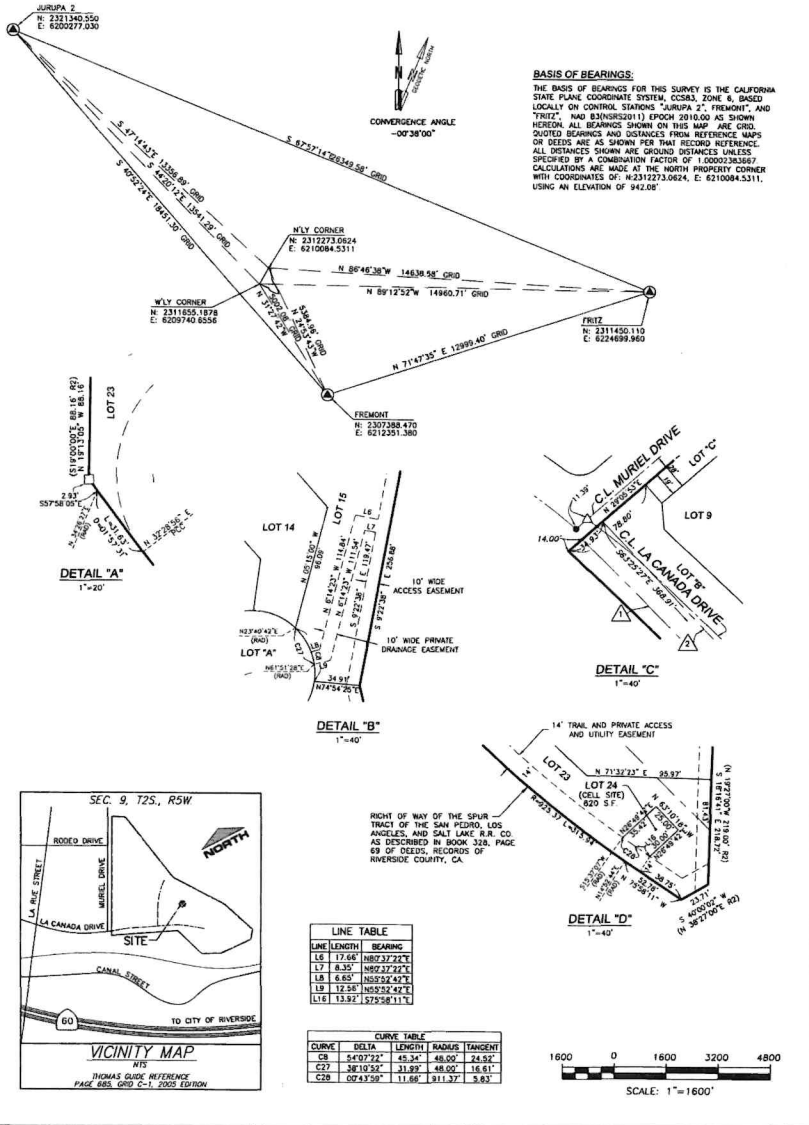
IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

**TRACT NO. 32721**

SHEET 2 OF 3 SHEETS

BEING A SUBDIVISION OF THAT PORTION OF TRACT 7 OF THE ARMSTRONG ESTATE, AS SHOWN BY MAP ENTITLED, "MAP SHOWING RESUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO A.C. ARMSTRONG ESTATE", AS SHOWN BY MAP RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SAKE ENGINEERS, INC. JUNE 2018



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

2018-03-28 464 ORIGINAL

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 3 OF 3 SHEETS

**TRACT NO. 32721**

BEING A SUBDIVISION OF THAT PORTION OF TRACT 7 OF THE ARMSTRONG ESTATE, AS SHOWN BY MAP ENTITLED, 'MAP SHOWING SUBDIVISION OF A PORTION OF THE LANDS FORMERLY BELONGING TO A.C. ARMSTRONG ESTATE', AS SHOWN BY MAP RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SAKE ENGINEERS, INC. JUNE 2018

**EASEMENT NOTE**

1. AN EASEMENT IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY FOR UTILITIES AND INCIDENTAL PURPOSES RECORDED OCTOBER 19, 1956, BK 72343 OF OFFICIAL RECORDS TO BE OUTCLAIMED.

2. AN EASEMENT IN FAVOR OF RUBIDOUX COMMUNITY SERVICES DISTRICT FOR WATER PIPELINES AND INCIDENTAL PURPOSES RECORDED JULY 7, 1969, BK 68508 OF OFFICIAL RECORDS TO BE OUTCLAIMED.

**NOTE**

'DRAINAGE EASEMENT - NO BUILDING, OBSTRUCTIONS, OR ENCROACHMENTS BY LANDFILLS ARE ALLOWED'. THE PROTECTION SHALL BE AS APPROVED BY THE ENGINEERING DEPARTMENT.

**ENVIRONMENTAL CONSTRAINT SHEET NOTE**

AN ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY OF JURUPA VALLEY IN E.C.S. BOOK 1, PAGE 23.

**LINE TABLE**

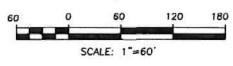
LINE	LENGTH	BEARING
L1	19.86	N75°14'30"W
L2	4.00	N88°10'00"E
L3	4.48	N88°10'00"E
L4	30.00	N15°20'33"E (WAD)
L5	30.00	N15°20'33"E (WAD)
L6	17.62	N80°52'47"E
L7	8.35	N80°52'47"E
L8	4.65	N80°52'47"E
L9	12.56	N80°52'47"E
L10	39.86	N12°14'36"W
L11	15.81	N12°14'36"W
L12	20.44	N86°52'15"E
L13	3.84	N88°10'00"E
L14	28.42	N88°10'00"E
L15	48.92	N88°10'00"E
L16	13.92	S72°56'11"E

**CURVE TABLE**

CURVE	DELTA	LENGTH	RADIUS	TANGENT
C1	90°31'29"	34.16	300.00	77.07
C2	02°32'21"	29.00	300.00	14.50
C3	02°58'04"	5.07	300.00	2.52
C4	02°58'04"	5.09	311.00	2.80
C5	27°30'48"	84.87	175.80	43.17
C6	42°36'39"	35.98	48.00	18.88
C7	42°37'07"	35.56	48.00	18.64
C8	54°07'22"	45.34	48.00	24.52
C9	68°04'43"	37.03	48.00	32.47
C10	27°30'48"	48.10	190.00	24.50
C11	14°53'04"	77.83	300.00	39.18
C12	14°53'05"	85.71	328.00	42.85
C13	02°58'04"	4.14	328.00	2.07
C14	11°22'35"	65.13	328.00	32.67
C15	02°47'05"	15.94	328.00	7.87
C16	18°15'17"	28.90	102.00	14.57
C17	212°31'13"	178.04	48.00	164.27
C18	44°48'57"	37.52	48.00	19.78
C19	48°41'23"	39.11	48.00	20.27
C20	65°14'53"	54.68	48.00	30.77
C21	55°48'21"	48.75	48.00	23.47
C22	181°35'56"	26.80	102.00	14.57
C23	143°33'56"	69.62	288.00	35.01
C24	175°52'46"	56.67	288.00	27.81
C25	81°41'03"	81.83	48.00	54.12
C26	82°41'03"	38.66	35.00	38.66
C27	38°19'32"	31.89	48.00	18.61

**SURVEYORS NOTES:**

- INDICATES MONUMENT FOUND AS NOTED
- (R1) RECORD DATA PER M.B. 34/21-22
- (R2) RECORD DATA PER M.B. 30/25-26
- △ SET 1" I.P. WITH TAG L.S. 5558 FL. PER RIVERSIDE COUNTY STD.
- INDICATES SET 1-1/2" O.D. 18" GALV. IRON PIPE, STAMPED L.S. 5558 FL. PER RIVERSIDE COUNTY STD.
- SET 1" I.P. W/ PLASTIC PLUG STAMPED "LS 5558", OR LEAD AND TAG L.S. 5558 IN CONCRETE FOOTING OR ON TOP OF OR OPPOSITE FACE OF WALL AT ALL REAR LOT CORNERS, FLUSH UNLESS OTHERWISE NOTED.
- SET LEAD AND TAG "LS 5558" IN TOP OF CURB AT ALL SIDE LOT LINES PROJECTED, AND FOR E.C.S.'S AND E.C.R.'S PROJECTED BOUND OR PERPENDICULAR FROM CENTERLINE UNLESS OTHERWISE NOTED.
- ALL MONUMENTS TO BE SET, ARE PLACED IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THIS MAP.
- THIS TRACT CONTAINS 6.90 GROSS ACRES.
- NOTE:  
C.C.A.R.'S. PER INSTRUMENT NO. 228-0264477 RECORDED IN BOOK 21, PAGE 28.



This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

NUMBERED LOTS: 200  
LETTERED LOTS: 11  
GROSS ACREAGE: 43.68 ACRES  
NET AREA: 33.23 ACRES

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 36947

SHEET 1 OF 13 SHEETS

BEING A SUBDIVISION OF A PORTION OF LOT 7 OF ARTHUR PARKS TRACT, FILED IN BOOK 1, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF THE MAP OF WEST RIVERSIDE, FILED IN BOOK 8, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 9 AND 10, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN

PROACTIVE ENGINEERING CONSULTANTS, INC.

MARCH, 2020

## RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
AT \_\_\_\_\_ M IN BOOK \_\_\_\_\_ OF MAPS, AT  
PAGE \_\_\_\_\_ AT THE REQUEST OF THE  
CITY CLERK OF THE CITY OF JURUPA VALLEY.  
NO \_\_\_\_\_ FEE  
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER  
BY: \_\_\_\_\_ DEPUTY  
SUBDIVISION GUARANTEE  
FIRST AMERICAN TITLE COMPANY

## OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS 'A' THROUGH 'C', INCLUSIVE, THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES. WE ALSO HEREBY DEDICATE TO THE CITY OF JURUPA VALLEY EASEMENT (A) AS SHOWN HEREON FOR PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOTS 188, 189 AND 190 ABUTTING 28TH STREET AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF JURUPA VALLEY IN FEE:

LOT 191 FOR OPEN SPACE PURPOSES.  
LOTS 192 AND 196 FOR BASIN PURPOSES.  
LOT 197 FOR UTILITY ACCESS PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC UTILITY PURPOSES TO RUBIDOUX COMMUNITY SERVICES DISTRICT ("DISTRICT"), A PUBLIC AGENCY OF THE STATE OF CALIFORNIA, ITS SUCCESSORS AND ASSIGNS: A PERPETUAL EASEMENT AND RIGHT OF WAY TO CONSTRUCT, MAINTAIN, ENLARGE, RECONSTRUCT, REMOVE AND REPLACE, OPERATE, INSPECT, REPAIR, IMPROVE AND RELOCATE SEWER AND WATER FACILITIES, ALL AS SHOWN ON THIS MAP WITHIN THE SUBDIVISION AND DESIGNATED AS (B) FOR "DOMESTIC WATER AND ACCESS" AND DESIGNATED AS (C) FOR "SEWER PURPOSES" HEREON, TOGETHER WITH THE RIGHT OF ACCESS TO AND FROM SAID EASEMENT FOR THE PURPOSE OF EXERCISING THE RIGHTS GRANTED IN SAID EASEMENT, OWNER RETAINS THE RIGHT TO USE THE EASEMENT AREA PROVIDED THAT OWNER SHALL NOT CONSTRUCT OR ERECT BUILDINGS, MASSGRT WALLS, MASSGRT FENCES AND OTHER STRUCTURES OR IMPROVEMENTS, OR PLANT OR GROW TREES OR SHRUBS, OR CHANGE THE SURFACE GRADE OR INSTALL PRIVATELY-OWNED PIPELINES WITHOUT THE PRIOR WRITTEN CONSENT OF DISTRICT.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS EASEMENT (C) AS SHOWN HEREON TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF R.C.T.C.B.W.C.D. FOR MAINTENANCE AND ADDITIONAL PURPOSES.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS EASEMENT (D) AS SHOWN HEREON TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF J.A.R.&P.D. FOR PUBLIC TRAIL PURPOSES.

WE HEREBY RETAIN LOTS 186, 187, 188, 189, 190, 193, 194, 195, 198, 199, 200 AS SHOWN HEREON FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES.

HIGHPOINTE EMERALD RIDGE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

### BENEFICIARY

OF CAPITAL, A NEVADA CORPORATION, WHICH WILL DO BUSINESS IN CALIFORNIA AS OF CAPITAL GROUP, BENEFICIARY UNDER A DEED OF TRUST RECORDED JUNE 18, 2020 AS INSTRUMENT NO. 2020-0282810 OF OFFICIAL RECORDS

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

### BENEFICIARY

MO LAND, INC., A CALIFORNIA CORPORATION, BENEFICIARY UNDER A DEED OF TRUST RECORDED JUNE 18, 2020 AS INSTRUMENT NO. 2020-0282811 OF OFFICIAL RECORDS.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## RUBIDOUX COMMUNITY SERVICES DISTRICT'S ACCEPTANCE STATEMENT

I HEREBY STATE THAT THE EASEMENTS DEDICATED ON THIS MAP TO THE RUBIDOUX COMMUNITY SERVICES DISTRICT ARE HEREBY ACCEPTED AND THE DISTRICT CONSENTS TO THE RECORDED THEREOF BY ITS DULY AUTHORIZED OFFICER.

DATE: \_\_\_\_\_

JOHN SHERBELIS, PRESIDENT OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

ATTEST

DATE: \_\_\_\_\_

BRIAN R. LADDUSAW, GENERAL MANAGER OF RUBIDOUX COMMUNITY SERVICES DISTRICT

## ABANDONMENT NOTE

PURSUANT TO SECTIONS 66434 AND 66499.202 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDED OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

THAT PORTION OF AN EASEMENT TO RUBIDOUX COMMUNITY SERVICES DISTRICT FOR WATER PIPELINES AND INCIDENTAL PURPOSES GRANTED TO RUBIDOUX COMMUNITY SERVICE DISTRICT, RECORDED JUNE 8, 1989 AS INSTRUMENT NO. 56363, OR, SAID PORTION NOT SHOWN HEREON, LYING WITHIN THE BOUNDARY OF THIS TRACT MAP.

SEE SHEET 2 OF 13 FOR ADDITIONAL NOTARY'S AND SIGNATURE OMISSIONS.

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HIGHPOINTE EMERALD RIDGE, LLC, IN MARCH, 2020. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT SAID MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

  
CHARLES J. MOORE, L.S. 9108

4/10/2024  
DATE



## CITY ENGINEER'S STATEMENT

I, VIKRAL SINGH TOOR, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE TRACT MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL CITY OF JURUPA VALLEY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: \_\_\_\_\_, 20\_\_\_\_

VIKRAL SINGH TOOR, RICE 46281  
CITY ENGINEER

## CITY SURVEYOR'S STATEMENT

I, DENNIS W. JANDA, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: \_\_\_\_\_, 20\_\_\_\_

DENNIS W. JANDA, L.S. #359  
CITY SURVEYOR

## CITY COUNCIL STATEMENT

THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THE TRACT MAP NO. 36947 AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES. THE COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID STREETS SHALL NOT BECOME PART OF THE CITY MAINTAINED STREET SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THIS COUNCIL ADOPTED PURSUANT TO SECTION 1806 OF THE STREETS AND HIGHWAYS CODE.

THE EASEMENT FOR STREET AND PUBLIC UTILITY PURPOSES LOTS 'A' THROUGH 'C', INCLUSIVE, THE OFFER OF DEDICATION OF ADJUTERS RIGHTS OF ACCESS ALONG 28TH STREET AS SHOWN AND OFFERED HEREON IS ACCEPTED.

THE COUNCIL ACCEPTS THE OFFERS OF DEDICATION MADE HEREON OF THE FOLLOWING LOTS IN FEE:

LOT 191 FOR OPEN SPACE PURPOSES, AS SHOWN AND OFFERED HEREON IS ACCEPTED, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

LOTS 192 AND 196 FOR BASIN PURPOSES, AS SHOWN AND OFFERED HEREON IS ACCEPTED, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

LOT 197 FOR UTILITY ACCESS PURPOSES, AS SHOWN AND OFFERED HEREON IS ACCEPTED, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

EASEMENT (D) FOR PUBLIC UTILITY PURPOSES AS SHOWN AND OFFERED HEREON IS ACCEPTED, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

DATE: \_\_\_\_\_, 20\_\_\_\_

CITY OF JURUPA VALLEY, STATE OF CALIFORNIA

ATTEST  
CITY CLERK

BY: \_\_\_\_\_

CHRIS BARAJAS, MAYOR

BY: \_\_\_\_\_  
VICTORIA WASKO, CITY CLERK

## ABANDONMENT NOTE

PURSUANT TO SECTIONS 66434 AND 66499.202 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDED OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

THAT PORTION OF ALTA AVENUE AS SHOWN ON THE MAP OF BLOCK 1 LOMA ALTA TRACT, FILED IN BOOK 6, PAGE 8, LYING WITHIN THE BOUNDARY OF THIS TRACT MAP.

## TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: \_\_\_\_\_, 20\_\_\_\_

CASH OR SURETY TAX BOND  
MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: \_\_\_\_\_ DEPUTY

## TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ \_\_\_\_\_.

DATE: \_\_\_\_\_, 20\_\_\_\_

MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: \_\_\_\_\_ DEPUTY



# TRACT NO. 36947

BEING A SUBDIVISION OF A PORTION OF LOT 7 OF ARTHUR PARKS TRACT, FILED IN BOOK 1, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF THE MAP OF WEST RIVERSIDE, FILED IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 9 AND 10, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN

PROACTIVE ENGINEERING CONSULTANTS, INC.

MARCH, 2020

SEE SHEET 3 FOR BOUNDARY MAP, BASIS OF BEARINGS, SURVEYOR'S NOTES, MONUMENT NOTES AND RECORD REFERENCES. SEE SHEET 4 FOR EASEMENT NOTES.

### NOTARY 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 \_\_\_\_\_ }  
 COUNTY OF \_\_\_\_\_ }  
 ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ (INSERT NAME) 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

NAME PRINTED \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 MY COMMISSION NO. \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_  
 MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY \_\_\_\_\_

### SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 664236 (a)(2)(A)-(H) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

- JURUPA LAND AND WATER COMPANY, HOLDER OF AN EASEMENT FOR CANAL AND INCIDENTAL PURPOSES, RECORDED JULY 12, 1901 IN BOOK 123, PAGE 207 OF DEEDS AND GRANTED TO STEARNS RANCHO COMPANY, RECORDED JULY 12, 1901 AS BOOK 122, PAGE 209 OF DEEDS AND GRANTED TO CHARLES W. ROGERS, RECORDED JULY 23, 1909 AS BOOK 208, PAGE 8 OF DEEDS AND GRANTED TO ROGERS DEVELOPMENT COMPANY, RECORDED SEPTEMBER 16, 1911 AS BOOK 331, PAGE 371 OF DEEDS AND GRANTED TO WEST RIVERSIDE CANAL COMPANY, RECORDED APRIL 13, 1919 AS BOOK 502, PAGE 165 OF DEEDS.
  - SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY, HOLDER OF AN EASEMENT FOR THE RIGHT TO CROSS THE NORTH RIVERSIDE AND JURUPA CANALS WITH ITS LINE OF RAILROAD AND INCIDENTAL PURPOSES, RECORDED MARCH 31, 1911 IN BOOK 327, PAGE 99 OF DEEDS.
  - SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY, HOLDER OF AN EASEMENT FOR THE RIGHT OF WAY AND INCIDENTAL PURPOSES, RECORDED APRIL 13, 1919 IN BOOK 348, PAGE 216 OF DEEDS.
  - CALIFORNIA ELECTRIC POWER COMPANY, HOLDER OF AN EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND INCIDENTAL PURPOSES, RECORDED AUGUST 9, 1948 IN BOOK 1001, PAGE 586 D.R.
  - CALIFORNIA ELECTRIC POWER COMPANY, HOLDER OF AN EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 30, 1958 AS INSTRUMENT NO. 93900 IN BOOK 2388 PAGE 398 D.R.
  - CALIFORNIA ELECTRIC POWER COMPANY, HOLDER OF AN EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 4, 1959 AS INSTRUMENT NO. 76912 D.R.
  - RUBIDOUX COMMUNITY SERVICE DISTRICT, HOLDER OF AN EASEMENT FOR WATER PIPELINES AND INCIDENTAL PURPOSES, RECORDED JUNE 6, 1959 AS INSTRUMENT NO. 56383 D.R.
  - SANTA ANA WATERSHED PROJECT AUTHORITY, HOLDER OF AN EASEMENT FOR SEWAGE PIPELINES AND INCIDENTAL PURPOSES, RECORDED APRIL 6, 1995 AS INSTRUMENT NO. 106142 G.R.
  - WEST RIVERSIDE CANAL COMPANY, HOLDER OF AN EASEMENT FOR UNDERGROUND PIPELINE AND INCIDENTAL PURPOSES, RECORDED JULY 23, 2007 AS INSTRUMENT NO. 2007-043488 G.R. AND GRANTED TO EMPIRE WATER CORPORATION, RECORDED APRIL 22, 2008 AS INSTRUMENT NO. 2008-019193 G.R. AND OUTCLAIM TO PEDLEY LAND COMPANY, RECORDED OCTOBER 4, 2017 AS INSTRUMENT NO. 2017-0412803 D.R. AND OUTCLAIM TO PEDLEY LAND COMPANY, RECORDED OCTOBER 5, 2017 AS INSTRUMENT NO. 2017-0412937 D.R.
- PURSUANT TO THE PROVISIONS OF SECTION 664236 (a)(2)(B) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, THE SUCCESSOR IN INTEREST IS NOT LOCATABLE AND SIGNATURE ARE IMPOSSIBLE TO OBTAIN:
- RIVERSIDE WATER COMPANY, HOLDER OF AN EASEMENT FOR WATER DITCHES, PIPES, FLUMES AND APPARATUS FOR IRRIGATION AND INCIDENTAL PURPOSES, RECORDED AUGUST 14, 1889 IN BOOK 42, PAGE 296 OF SAN BERNARDINO COUNTY DEEDS.
  - STEARNS RANCHO COMPANY AND THE JURUPA LAND AND WATER COMPANY, HOLDERS OF AN EASEMENT FOR DITCHES, CANALS OR PIPELINES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 15, 1890 IN BOOK 120 PAGE 374 OF SAN BERNARDINO COUNTY DEEDS.
  - STEARNS RANCHO COMPANY AND THE JURUPA LAND AND WATER COMPANY, HOLDERS OF AN EASEMENT FOR DITCHES, FLUMES OR PIPELINES AND INCIDENTAL PURPOSES, RECORDED MARCH 24, 1891 IN BOOK 128 PAGE 162 OF SAN BERNARDINO COUNTY DEEDS.

### NOTARY 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.

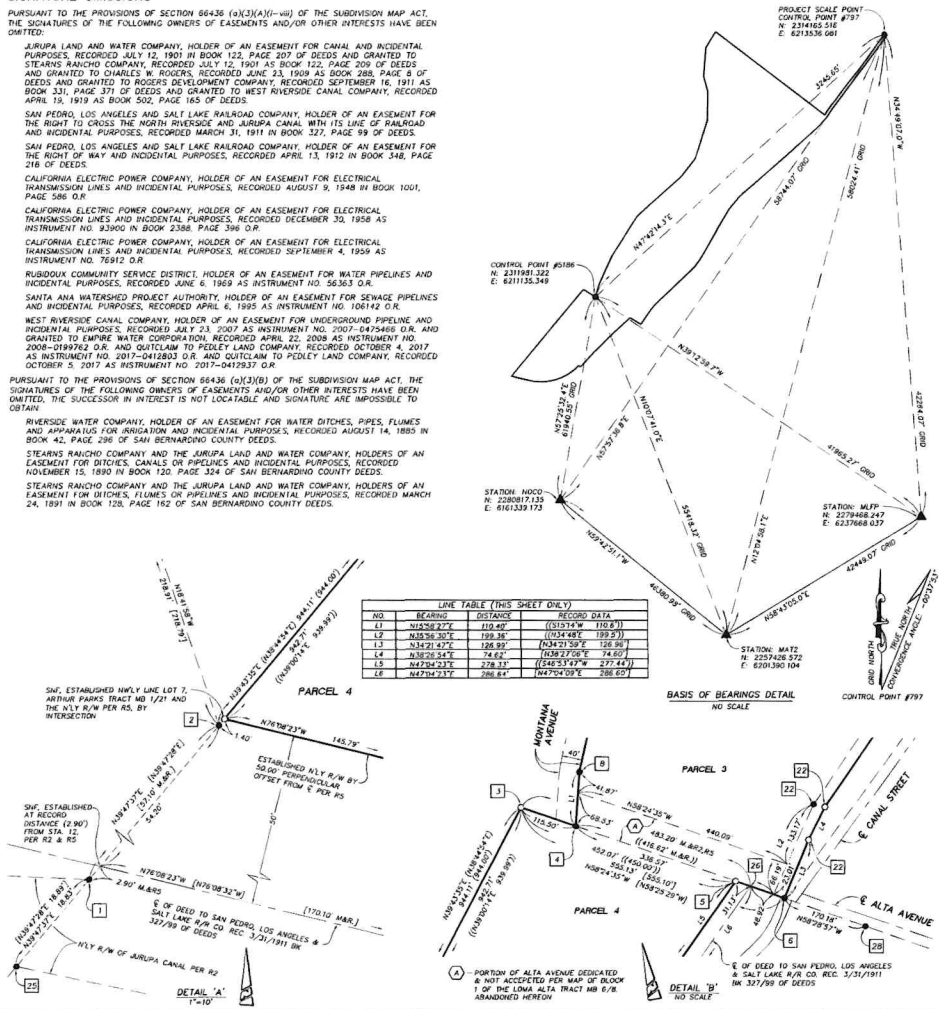
STATE OF \_\_\_\_\_ }  
 COUNTY OF \_\_\_\_\_ }  
 ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ (INSERT NAME) A NOTARY PUBLIC,

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

NAME PRINTED \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 MY COMMISSION NO. \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_  
 MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY \_\_\_\_\_



# TRACT NO. 36947

BEING A SUBDIVISION OF A PORTION OF LOT 7 OF ARTHUR PARKS TRACT, FILED IN BOOK 1, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF THE MAP OF WEST RIVERSIDE, FILED IN BOOK 5, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 9 AND 10, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN

### MONUMENT NOTES

SET A 1" IRON PIPE TAGGED "LS 9106" ON 0.1' OR LEAD TACK, & TAG "LS 9106" AT ALL LOT CORNERS. ANGLE POINTS IN SIDE OF REAR LOT LINES, AND ANGLE POINTS IN SUBDIVISION BOUNDARIES, UNLESS OTHERWISE NOTED.

SET LEAD TACK, & TAG "LS 9106" FLUSH IN TOP OF CURVE ON SIDE LOT LINES PROJECTED.

SET LEAD TACK, & TAG "LS 9106" FLUSH IN TOP OF CURVE FOR BE. E. TAC, INC. & CORNER OUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM CENTERLINE.

ALL MONUMENTS SHOWN AS "SET" SHALL BE SET IN ACCORDANCE WITH COUNTY ORDINANCE 44110 AND IN ACCORDANCE WITH THE TERMS OF THE MONUMENTATION AGREEMENT FOR THIS MAP.

○ SET A 1" IRON PIPE TAGGED "LS 9106" ON 0.1' UNLESS OTHERWISE NOTED.

● MONUMENT FOUND AS NOTED. SET TAG "LS 9106" ON ALL MONUMENTS FOUND UNTAGGED OR ILLEGIBLE, UNLESS OTHERWISE NOTED.

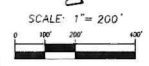
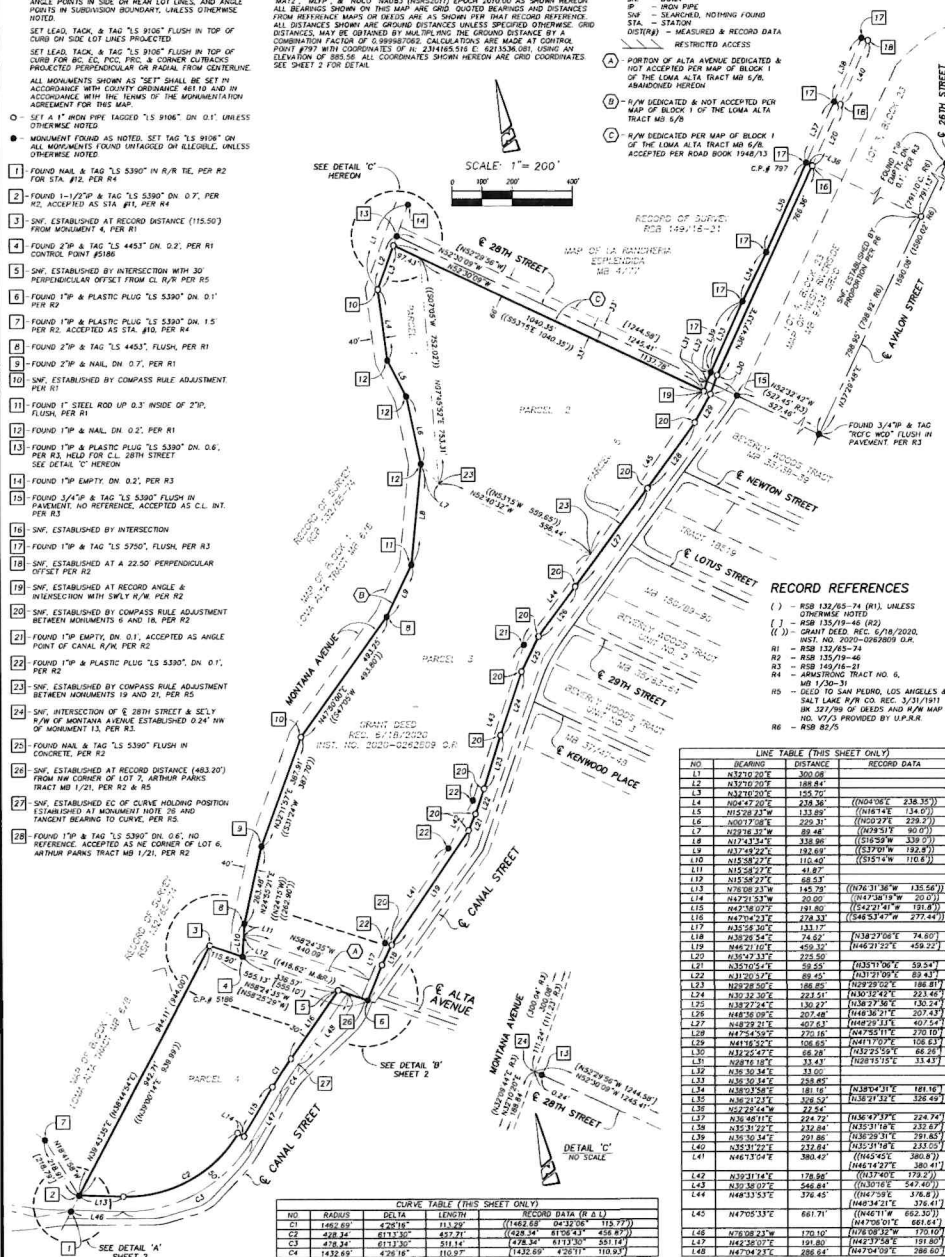
- 1 FOUND NAIL & TAG "LS 5390" IN R/W TIE, PER R2 FOR STA #12, PER R4
- 2 FOUND 1-1/2" IP & TAG "LS 5390" ON 0.7', PER R2, ACCEPTED AS STA #11, PER R4
- 3 SNF, ESTABLISHED AT RECORD DISTANCE (115.50) FROM MONUMENT 4, PER R1
- 4 FOUND 2" IP & TAG "LS 4453" ON 0.2', PER R1 CONTROL POINT #5186
- 5 SNF, ESTABLISHED BY INTERSECTION WITH 30' PERPENDICULAR SET FROM C, R/W PER R5
- 6 FOUND 1" IP & PLASTIC PLUG "LS 5390" ON 0.1' PER R2
- 7 FOUND 1" IP & PLASTIC PLUG "LS 5390" ON 1.5' PER R2, ACCEPTED AS STA #11, PER R4
- 8 FOUND 2" IP & TAG "LS 4453", FLUSH, PER R1
- 9 FOUND 2" IP & NAIL, ON 0.7', PER R1
- 10 SNF, ESTABLISHED BY COMPASS RULE ADJUSTMENT, PER R1
- 11 FOUND 1" STEEL ROD UP 0.3' INSIDE OF 2" IP, FLUSH, PER R1
- 12 FOUND 1" IP & NAIL, ON 0.2', PER R1
- 13 FOUND 1" IP & PLASTIC PLUG "LS 5390" ON 0.6', PER R2, NAIL FOR C/L, 28TH STREET. SEE DETAIL "C" HEREON
- 14 FOUND 1" IP EMPTY, ON 0.2', PER R3
- 15 FOUND 3/4" IP & TAG "LS 5390" FLUSH IN PAYMENT, NO REFERENCE, ACCEPTED AS C.L. INT. PER R3
- 16 SNF, ESTABLISHED BY INTERSECTION
- 17 FOUND 1" IP & TAG "LS 5390", FLUSH, PER R3
- 18 SNF, ESTABLISHED AT A 22.50 PERPENDICULAR OFFSET, PER R2
- 19 SNF, ESTABLISHED AT RECORD ANGLE & INTERSECTION WITH SWLY R/W, PER R2
- 20 SNF, ESTABLISHED BY COMPASS RULE ADJUSTMENT BETWEEN MONUMENTS 6 AND 16, PER R2
- 21 FOUND 1" IP EMPTY, ON 0.1', ACCEPTED AS ANGLE POINT OF CANAL, R/W, PER R2
- 22 FOUND 1" IP & PLASTIC PLUG "LS 5390", ON 0.1', PER R2
- 23 SNF, ESTABLISHED BY COMPASS RULE ADJUSTMENT BETWEEN MONUMENTS 19 AND 21, PER R2
- 24 SNF, INTERSECTION OF E 28TH STREET & SELY R/W OF MONTANA AVENUE ESTABLISHED 0.24' NW OF MONUMENT 11, PER R3
- 25 FOUND NAIL & TAG "LS 5390" FLUSH IN CONCRETE, PER R2
- 26 SNF, ESTABLISHED AT RECORD DISTANCE (483.20) FROM NW CORNER OF LOT 7, ARTHUR PARKS TRACT MB 1/21, PER R2 & R5
- 27 SNF, ESTABLISHED E.C. OF CURVE HOLDING POSITION ESTABLISHED AT MONUMENT NOTE 25 AND TANGENT BEARING TO CURVE, PER R5
- 28 FOUND 1" IP & TAG "LS 5390" ON 0.6', NO REFERENCE, ACCEPTED AS NW CORNER OF LOT 6, ARTHUR PARKS TRACT MB 1/21, PER R2

### PROACTIVE ENGINEERING CONSULTANTS, INC. BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANT COORDINATE SYSTEM, ZONE 10, BASED LOCALLY ON CORNERS, STATIONS "MAT", "M2P" & "NOOT" (NORTH) EPOCH 2010.00 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS AND AS SHOWN PER THAT RECORD. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A CORRECTION FACTOR OF 0.999998. CALCULATIONS ARE MADE AT CORNER POINT #797 WITH COORDINATES OF N 234185.511 E 621538.081 USING AN ELEVATION OF 985.56. ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES. SEE SHEET 2 FOR DETAIL.

### MARCH, 2020 SURVEYOR'S NOTES

- C - CALCULATED
- C.P. - CORNER POINT
- DN - DOWN
- IP - IRON PIPE
- SNF - SEARCHED, NOTHING FOUND
- STA - STATION
- DIRTY - MEASURED & RECORD DATA
- RESTRICTED ACCESS
- A - PORTION OF ALTA AVENUE DEDICATED & NOT ACCEPTED PER MAP OF BLOCK 1 OF THE LOMA ALTA TRACT MB 6/8, ABANDONED HEREON
- B - R/W DEDICATED & NOT ACCEPTED PER MAP OF BLOCK 1 OF THE LOMA ALTA TRACT MB 6/8, ACCEPTED PER ROAD BOOK 11463/13
- C - R/W DEDICATED PER MAP OF BLOCK 1 OF THE LOMA ALTA TRACT MB 6/8, ACCEPTED PER ROAD BOOK 11463/13



### RECORD REFERENCES

- ( ) - RSB 132/85-74 (R1), UNLESS OTHERWISE NOTED
- (1) - RSB 135/79-46 (R2)
- (2) - GRANT DEED REC. 6/18/2000, INST. NO. 2020-092809 O.A.
- R1 - RSB 132/85-74
- R2 - RSB 135/79-46
- R3 - RSB 140/81-31
- R4 - ARMYSTRONG TRACT NO. 6, MB 1/20-31
- R5 - DEED TO SAN PEDRO, LOS ANGELES & SALT LAKE R/W CO. REC. 3/31/1911, BK 127/99 OF DEEDS AND R/W MAP, NO. 97/3 PROVIDED BY U.P.M.R.
- R6 - RSB 82/5

### LINE TABLE (THIS SHEET ONLY)

NO.	BEARING	DISTANCE	RECORD DATA
11	N5230.20°E	300.08	
12	N3750.20°E	188.84	
13	N3170.20°E	155.70	
14	N04.47°E	238.36	(N04100°E 238.35')
15	N15.08°E	133.89	(N1508°E 133.89')
16	N00.07°E	229.31	(N0027°E 229.31')
17	N23.38°E	89.48	(N2331°E 90.07')
18	N43.34°E	338.06	(S105°50'W 338.27')
19	S37.48°E	192.89	(S3701°W 192.27')
20	N15.08°E	110.40	(S15°10'W 110.63')
21	N15.08°E	41.67	
22	N15.08°E	68.57	
23	N38.21°E	145.70	(N76°31'36"W 135.58')
24	N42.51°E	20.00	(N47°38'19"W 20.00')
25	N42.51°E	39.80	(S42°21'47"W 39.80')
26	N42.51°E	228.33	(S46°53'47"W 227.44')
27	N45.34°E	133.17	
28	N39.34°E	24.62	(S38°27'06"E 34.60')
29	N46.21°E	459.32	(N46°21'22"E 459.22')
30	N25.27°E	225.50	
31	N30.24°E	68.60	(N25°17'06"E 59.54')
32	N30.24°E	89.45	(N31°01'09"E 89.43')
33	N39.30°E	166.85	(N39°02'02"E 166.84')
34	N30.24°E	221.51	(N30°39'42"E 223.46')
35	N42.22°E	130.67	(N42°22'24"E 130.67')
36	N42.22°E	207.48	(N42°22'24"E 207.48')
37	N42.22°E	407.61	(N42°22'24"E 407.54')
38	N42.22°E	270.16	(N42°22'24"E 270.16')
39	N41.84°E	106.65	(N41°17'07"E 106.63')
40	N42.22°E	68.78	(N42°22'24"E 68.78')
41	N04.18°E	31.47	(N28°15'19"E 31.43')
42	N30.24°E	33.00	
43	N30.24°E	258.95	
44	N40.24°E	181.16	(N38°04'31"E 181.16')
45	N40.24°E	106.52	(N38°04'31"E 106.52')
46	N40.24°E	22.64	
47	N36.46°E	224.72	(N36°47'09"E 224.74')
48	N39.32°E	432.64	(N39°31'18"E 432.64')
49	N30.24°E	291.88	(N30°39'31"E 291.85')
50	N39.32°E	272.84	(N39°31'18"E 272.85')
51	N46.13°E	380.42	(N45°45'E 380.87')
52	N46.13°E	146.42	(N46°14'27"E 146.41')
53	N30.24°E	178.86	(N30°24'02"E 178.86')
54	N30.24°E	546.84	(N30°16'E 547.40')
55	N48.53°E	376.45	(N48°53'E 376.45')
56	N47°05'33"E	661.71	(N46°11'W 662.30')
57	N47°05'33"E	114.80	(N47°05'33"E 114.81')
58	N75°08'23"W	170.10	(N75°08'23"W 170.10')
59	N75°08'23"W	114.80	(N75°08'23"W 114.80')
60	N47°04'23"E	286.64	(N47°04'09"E 286.65')

### CURVE TABLE (THIS SHEET ONLY)

NO.	RADIUS	DELTA	LENGTH	RECORD DATA (R & L)
C1	1462.69	207.84	113.92	(1462.69 207.84 113.92)
C2	428.34	613.50	457.71	(428.34 613.50 457.71)
C3	428.34	613.50	457.71	(428.34 613.50 457.71)
C4	1462.69	478.58	110.97	(1462.69 478.58 110.97)

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 36947

BEING A SUBDIVISION OF A PORTION OF LOT 7 OF ARTHUR PARKS TRACT, FILED IN BOOK 1, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF THE MAP OF WEST RIVERSIDE, FILED IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 9 AND 10, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN

PROACTIVE ENGINEERING CONSULTANTS, INC.

MARCH, 2020

SHEET 4 OF 13 SHEETS  
SEE SHEET 3 FOR BOUNDARY  
MAP, BASIS OF BEARINGS,  
SURVEYOR'S NOTES, MONUMENT  
NOTES AND RECORD REFERENCES

### ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY OF JURUPA VALLEY CITY ENGINEER, IN E.C.S. BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ THIS AFFECTS LOT NO(S) \_\_\_\_\_

### CCR NOTE

C.C.R.'S PER INST. NO. \_\_\_\_\_ REC. \_\_\_\_\_ THIS AFFECTS LOT NO(S) \_\_\_\_\_

### NOTES

- LOTS 185, 191, 193, 194, 195 AND 199 ARE NOT SEPARATE BUILDING SITES AND ARE FOR OPEN SPACE PURPOSES.
- LOTS 186, 187 AND 198 ARE NOT SEPARATE BUILDING SITES AND ARE FOR PARK PURPOSES.
- LOTS 188, 189 AND 190 ARE NOT A SEPARATE BUILDING SITES AND ARE FOR LANDSCAPE PURPOSES.
- LOTS 192 AND 196 ARE NOT A SEPARATE BUILDING SITE AND ARE FOR BASH PURPOSES.
- LOT 197 IS NOT A SEPARATE BUILDING SITE AND IS FOR UTILITY ACCESS PURPOSES.
- LOTS 14 THROUGH 16 INCLUSIVE ARE NOT SEPARATE BUILDING SITES AND ARE FOR PUBLIC STREET PURPOSES.

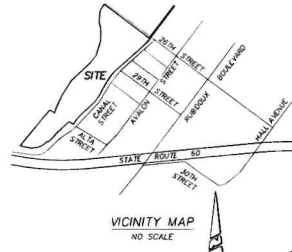
### EXISTING EASEMENTS

- 1 - EASEMENT FOR WATER DITCHES, PIPES, FLUMES AND APPARATUS FOR IRRIGATION AND INCIDENTAL PURPOSES, GRANTED TO RIVERSIDE WATER COMPANY, RECORDED AUGUST 14, 1885 IN BOOK 42, PAGE 296 OF SAN BERNARDINO COUNTY DEEDS (AMBIGUOUS, NOT LOCATABLE)
- 2 - EASEMENT FOR DITCHES, CANALS OR PIPELINES AND INCIDENTAL PURPOSES, GRANTED TO STEARNS RANCHO COMPANY AND THE JURUPA LAND AND WATER COMPANY, RECORDED NOVEMBER 15, 1890 IN BOOK 120, PAGE 324 OF SAN BERNARDINO COUNTY DEEDS (AMBIGUOUS, NOT LOCATABLE)
- 3 - EASEMENT FOR DITCHES, FLUMES OR PIPELINES AND INCIDENTAL PURPOSES, GRANTED TO STEARNS RANCHO COMPANY, THE JURUPA LAND AND WATER COMPANY, RECORDED MARCH 24, 1891 IN BOOK 128, PAGE 162 OF SAN BERNARDINO COUNTY DEEDS (AMBIGUOUS, NOT LOCATABLE)
- 4 - EASEMENT FOR CANAL AND INCIDENTAL PURPOSES, GRANTED TO JURUPA LAND AND WATER COMPANY, RECORDED JULY 12, 1891 IN BOOK 132, PAGE 207 OF DEEDS AND GRANTED TO STEARNS RANCHO COMPANY, RECORDED JULY 12, 1891 AS BOOK 132, PAGE 208 OF DEEDS AND GRANTED TO CHARLES H. ROGERS, RECORDED JUNE 23, 1909 AS BOOK 289, PAGE 8 OF DEEDS AND GRANTED TO ROGERS DEVELOPMENT COMPANY, RECORDED SEPTEMBER 18, 1911 AS BOOK 331, PAGE 371 OF DEEDS AND GRANTED TO WEST RIVERSIDE CANAL COMPANY, RECORDED APRIL 19, 1919 AS BOOK 502, PAGE 165 OF DEEDS (AMBIGUOUS, NOT LOCATABLE)
- 5 - EASEMENT FOR THE RIGHT TO CROSS THE NORTH RIVERSIDE AND JURUPA CANAL WITH ITS LINE OF RAILROAD AND INCIDENTAL PURPOSES, GRANTED TO SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY, RECORDED MARCH 31, 1911 IN BOOK 327, PAGE 99 OF DEEDS (AMBIGUOUS, NOT LOCATABLE)
- 6 - EASEMENT FOR THE RIGHT OF WAY AND INCIDENTAL PURPOSES, GRANTED TO SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY, RECORDED APRIL 13, 1912 IN BOOK 349, PAGE 218 OF DEEDS (AMBIGUOUS, NOT LOCATABLE)
- 7 - EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND INCIDENTAL PURPOSES, GRANTED TO CALIFORNIA ELECTRIC POWER COMPANY, RECORDED AUGUST 9, 1948 IN BOOK 1501, PAGE 586 O.R.
- 8 - EASEMENT FOR WATER PIPELINES AND INCIDENTAL PURPOSES, GRANTED TO RUBIDOUX COMMUNITY SERVICE DISTRICT, RECORDED JUNE 6, 1969 AS INSTRUMENT NO. 56383 O.R.
- 9 - EASEMENT FOR SEWAGE PIPELINES AND INCIDENTAL PURPOSES, GRANTED TO SANTA ANA WATERSHED PROJECT AUTHORITY, RECORDED APRIL 6, 1995 AS INSTRUMENT NO. 106142 O.R.
- 10 - EASEMENT FOR UNDERGROUND PIPELINE AND INCIDENTAL PURPOSES, GRANTED TO WEST RIVERSIDE CANAL COMPANY, RECORDED JULY 23, 2007 AS INSTRUMENT NO. 2007-047548 O.R. AND GRANTED TO EMPIRE WATER CORPORATION, RECORDED APRIL 22, 2008 AS INSTRUMENT NO. 2008-019762 O.R. AND OUTLEAK TO PRELEY LAND COMPANY, RECORDED OCTOBER 4, 2017 AS INSTRUMENT NO. 2017-041803 O.R. AND OUTLEAK TO PRELEY LAND COMPANY, RECORDED OCTOBER 5, 2017 AS INSTRUMENT NO. 2017-041847 O.R.
- 11 - EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND INCIDENTAL PURPOSES, GRANTED TO CALIFORNIA ELECTRIC POWER COMPANY, RECORDED DECEMBER 30, 1958 AS INSTRUMENT NO. 8280 IN BOOK 2768, PAGE 396 O.R.
- 12 - EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND INCIDENTAL PURPOSES, GRANTED TO CALIFORNIA ELECTRIC POWER COMPANY, RECORDED SEPTEMBER 4, 1959 AS INSTRUMENT NO. 78812 O.R.

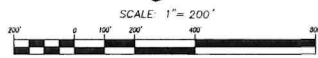
### EASEMENT NOTES

- (A) DRAINAGE EASEMENT - NO BUILDING, OBSTRUCTIONS OR ENCROACHMENTS BY LANDFILLS ARE ALLOWED.
- (B) EASEMENT FOR PUBLIC UTILITY PURPOSES DEDICATED HERETOON TO THE CITY OF JURUPA VALLEY.
- (C) EASEMENT FOR DOMESTIC WATER AND ACCESS PURPOSES DEDICATED HERETOON TO RUBIDOUX COMMUNITY SERVICES DISTRICT.
- (D) EASEMENT TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF R.C.T.C.M.C.D. FOR MAINTENANCE AND ACCESS PURPOSES, RESERVED HERETOON.
- (E) EASEMENT FOR SENIOR PURPOSES DEDICATED HERETOON TO RUBIDOUX COMMUNITY SERVICES DISTRICT.
- (F) EASEMENT TO BE DEDICATED BY SEPARATE INSTRUMENT FOR THE BENEFIT OF J.A.R.&P.D. FOR PUBLIC TRAIL PURPOSES, RESERVED HERETOON.

### INDEX MAP



RECORD OF SURVEY  
NO. 132,85-74



IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 36947

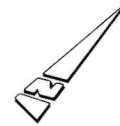
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PROACTIVE ENGINEERING CONSULTANTS, INC.

MARCH, 2020

SHEET 5 OF 13 SHEETS

SEE SHEET 3 FOR BOUNDARY MAP, BASIS OF BEARINGS, SURVEYOR'S NOTES, MONUMENT NOTES AND RECORD REFERENCES SEE SHEET 4 FOR EASEMENT NOTES



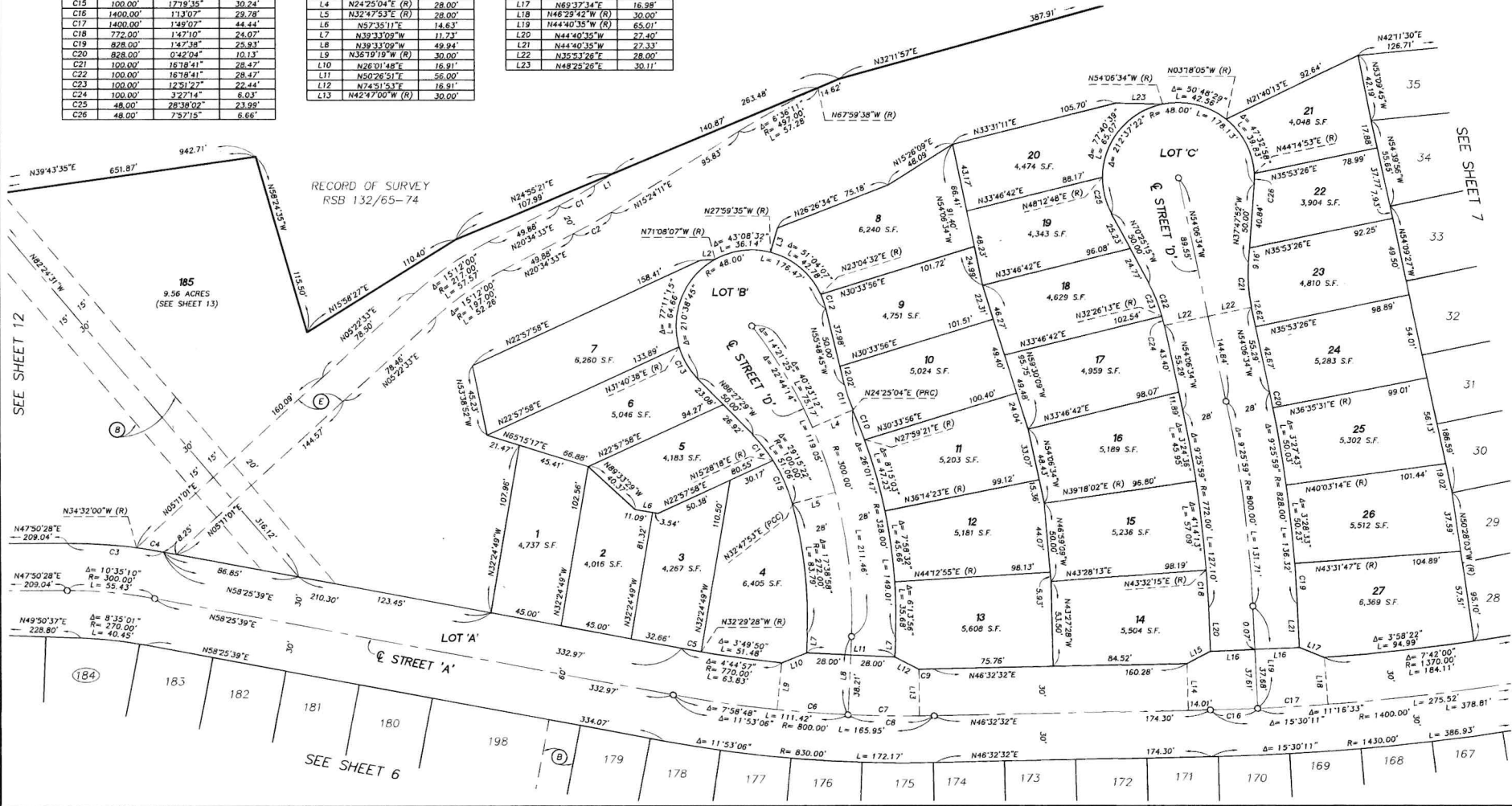
SCALE: 1" = 40'



CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	283.00'	5°10'22"	25.55'
C2	303.00'	5°10'22"	27.36'
C3	330.00'	10°35'10"	60.92'
C4	330.00'	2°27'39"	12.09'
C5	770.00'	0°55'07"	15.34'
C6	800.00'	3°13'51"	45.11'
C7	800.00'	3°13'51"	45.11'
C8	800.00'	3°54'18"	54.53'
C9	770.00'	0°40'28"	9.98'
C10	328.00'	3°34'17"	20.44'
C11	100.00'	9°46'11"	17.05'
C12	48.00'	1°06'44"	9.31'
C13	48.00'	28°08'08"	23.82'
C14	100.00'	1°55'47"	20.89'
C15	100.00'	1°19'35"	30.24'
C16	1400.00'	1°13'07"	29.78'
C17	1400.00'	1°39'07"	44.44'
C18	772.00'	1°47'10"	24.07'
C19	828.00'	1°47'38"	25.93'
C20	828.00'	0°42'04"	10.13'
C21	100.00'	16°18'41"	28.42'
C22	100.00'	16°18'41"	28.42'
C23	100.00'	12°51'27"	22.44'
C24	100.00'	3°27'14"	6.03'
C25	48.00'	28°38'02"	23.99'
C26	48.00'	7°57'15"	6.66'

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N15°24'11"E	14.05'
L2	N43°34'50"E	9.64'
L3	N25°35'16"W	16.21'
L4	N24°25'04"E (R)	28.00'
L5	N32°47'53"E (R)	28.00'
L6	N57°35'11"E	14.63'
L7	N39°33'09"W	11.23'
L8	N38°33'09"W	22.33'
L9	N38°19'19"W (R)	30.00'
L10	N26°01'48"E	16.91'
L11	N50°26'51"E	56.00'
L12	N74°51'53"E	16.91'
L13	N42°47'00"W (R)	30.00'

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L14	N43°27'28"W	30.00'
L15	N20°31'40"E	16.69'
L16	N45°19'25"E	28.00'
L17	N69°37'34"E	16.98'
L18	N46°29'42"W (R)	30.00'
L19	N44°40'35"W (R)	65.01'
L20	N44°40'35"W	22.40'
L21	N44°40'35"W	22.33'
L22	N35°33'28"E	28.00'
L23	N48°25'28"E	30.11'



IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 36947

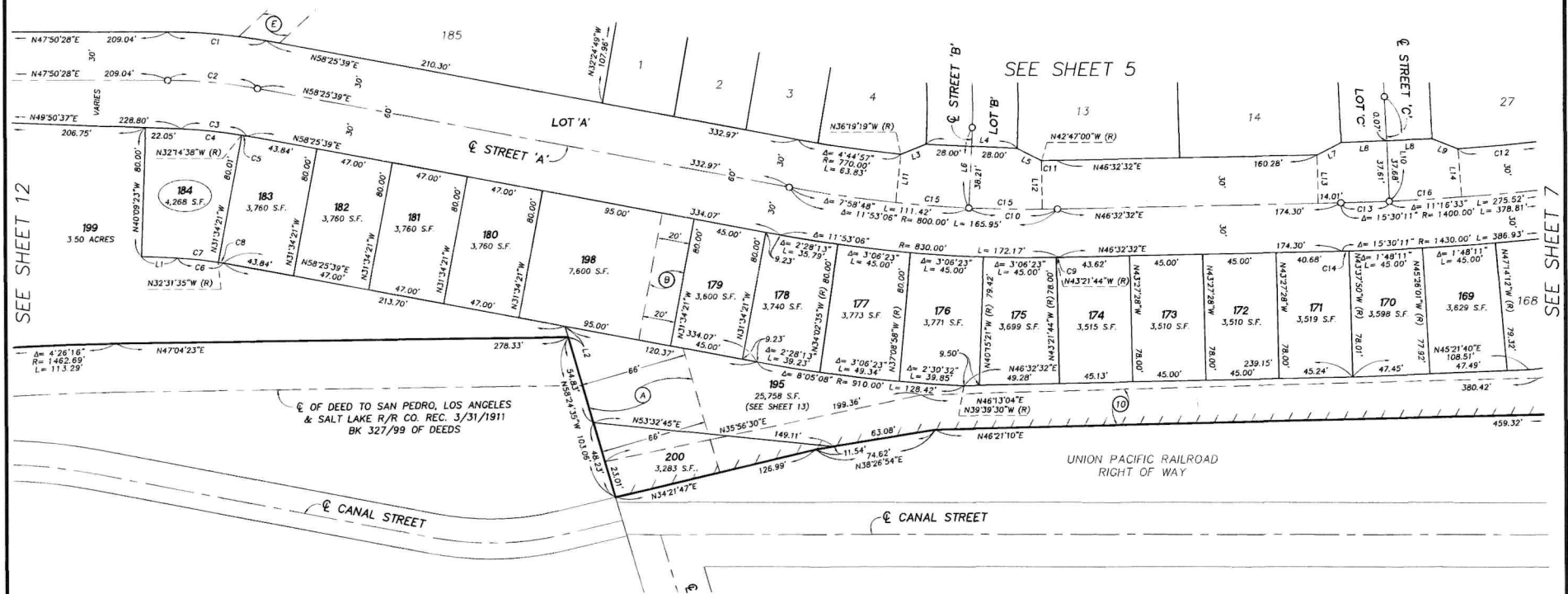
BEING A SUBDIVISION OF A PORTION OF LOT 7 OF ARTHUR PARKS TRACT, FILED IN BOOK 1, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF THE MAP OF WEST RIVERSIDE, FILED IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 9 AND 10, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN

PROACTIVE ENGINEERING CONSULTANTS, INC.

MARCH, 2020

SHEET 6 OF 13 SHEETS

SEE SHEET 3 FOR BOUNDARY MAP, BASIS OF BEARINGS, SURVEYOR'S NOTES, MONUMENT NOTES AND RECORD REFERENCES SEE SHEET 4 FOR EASEMENT NOTES

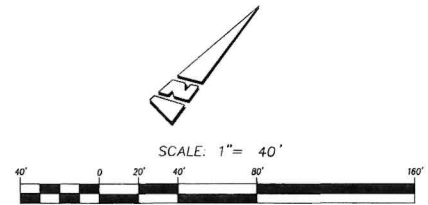


SEE SHEET 12

SEE SHEET 7

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N49°50'37"E	22.05'
L2	N58°24'35"W	6.98'
L3	N28°01'48"E	16.91'
L4	N50°28'51"E	56.00'
L5	N74°51'53"E	16.91'
L6	N38°33'09"W (R)	49.94'
L7	N20°31'40"E	16.69'
L8	N45°19'25"E	28.00'
L9	N69°37'34"E	16.98'
L10	N44°40'35"W (R)	65.01'
L11	N36°19'19"W (R)	30.00'
L12	N42°47'00"W (R)	30.00'
L13	N43°27'28"W	30.00'
L14	N46°29'42"W (R)	30.00'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	330.00'	10°35'10"	60.97'
C2	300.00'	10°35'10"	55.43'
C3	270.00'	8°35'01"	40.45'
C4	270.00'	7°54'45"	37.29'
C5	270.00'	0°40'28"	3.16'
C6	180.00'	8°35'01"	28.46'
C7	190.00'	7°37'48"	25.30'
C8	190.00'	0°57'14"	3.16'
C9	830.00'	0°05'44"	1.98'
C10	800.00'	3°54'16"	54.53'
C11	770.00'	0°40'28"	9.06'
C12	1370.00'	7°42'00"	184.11'
C13	1400.00'	1°13'07"	29.78'
C14	1430.00'	0°10'23"	4.32'
C15	800.00'	3°11'51"	45.11'
C16	1400.00'	1°49'07"	44.44'



# TRACT NO. 36947

BEING A SUBDIVISION OF A PORTION OF LOT 7 OF ARTHUR PARKS TRACT, FILED IN BOOK 1, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF THE MAP OF WEST RIVERSIDE, FILED IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 9 AND 10, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN

PROACTIVE ENGINEERING CONSULTANTS, INC.

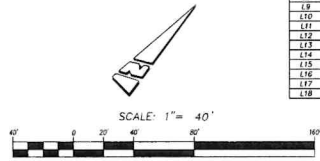
MARCH, 2020

SEE SHEET 3 FOR BOUNDARY MAP, BASIS OF BEARINGS, SURVEYOR'S NOTES, MONUMENT NOTES AND RECORD REFERENCES SEE SHEET 4 FOR EASEMENT NOTES.

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N33°32'26"E	17.00'
L2	N42°40'13"E	92.84'
L3	N35°53'26"E	28.00'
L4	N35°53'26"E	16.83'
L5	N54°11'41"W (R)	30.00'
L6	N57°40'43"W (R)	30.00'
L7	N60°13'01"E	16.85'
L8	N08°52'08"W	30.00'
L9	N08°31'00"E	16.83'
L10	N33°09'56"E (R)	28.00'
L11	N33°19'03"E (R)	28.00'
L12	N57°03'39"E	16.85'
L13	N08°52'08"W	16.80'
L14	N35°53'26"E (R)	28.00'
L15	N43°09'31"E	6.50'
L16	N54°26'55"W (R)	31.72'
L17	N45°21'40"E	108.51'
L18	N57°43'52"E	10.00'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	500.00'	273.04°	2.23'
C2	483.00'	135.59°	14.87'
C3	503.00'	135.59°	15.98'
C4	48.00'	287.93°	24.66'
C5	100.00'	167.84°	28.47'
C6	100.00'	175.77°	21.44'
C7	100.00'	232.51°	5.03'
C8	100.00'	167.84°	28.47'
C9	200.00'	113.82°	29.30'
C10	100.00'	439.77°	8.13'
C11	1400.00'	139.72°	42.96'
C12	1400.00'	131.33°	45.44'
C13	1400.00'	310.07°	23.81'
C14	1300.00'	139.56°	27.47'
C15	1000.00'	53.33°	102.87'
C16	1000.00'	137.75°	19.86'
C17	1000.00'	173.30°	21.42'
C18	1000.00'	018.04°	1.77'
C19	1008.00'	436.36°	65.65'
C20	878.00'	439.20°	79.28'
C21	878.00'	139.91°	30.81'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C22	100.00'	167.84°	28.47'
C23	100.00'	167.84°	28.47'
C24	100.00'	739.31°	13.86'
C25	100.00'	429.01°	24.00'
C26	44.00'	287.93°	24.66'
C27	25.00'	167.84°	8.90'
C28	32.00'	167.84°	11.33'
C29	32.00'	177.77°	7.16'
C30	52.00'	167.84°	18.65'
C31	150.00'	171.90°	31.24'
C32	150.00'	139.71°	47.50'
C33	150.00'	139.71°	47.50'
C34	150.00'	139.71°	47.50'
C35	150.00'	171.90°	31.24'
C36	1430.00'	171.90°	28.54'



RECORD OF SURVEY  
RSB 132/65-74





IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 36947

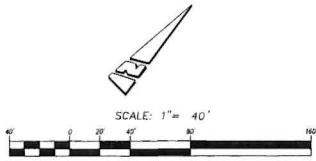
BEING A SUBMISSION OF A PORTION OF LOT 7 OF ARTHUR PARKS TRACT, FILED IN BOOK 1, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF THE MAP OF WEST RIVERSIDE, FILED IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 9 AND 10, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN

PROACTIVE ENGINEERING CONSULTANTS, INC.

MARCH, 2020

SHEET 8 OF 13 SHEETS

SEE SHEET 3 FOR BOUNDARY MAP, BASIS OF BEARINGS, SURVEYOR'S NOTES, MONUMENT NOTES, AND RECORD REFERENCES SEE SHEET 4 FOR EASEMENT NOTES



LINE NO.	BEARING	DISTANCE
L1	N89°22'35"E	28.85'
L2	N84°35'15"W	50.00'
L3	N10°28'45"W	50.00'
L4	N85°26'41"E	48.00'
L5	N53°01'39"W	40.70'
L6	N85°43'48"E	16.64'
L7	N48°28'05"W (R)	30.00'
L8	N55°29'14"W (R)	30.00'
L9	N11°08'53"E	16.64'
L10	N33°01'36"W	60.87'
L11	N1°36'21"E	56.00'
L12	N45°27'29"W	35.07'
L13	N42°23'30"W	20.88'
L14	N65°35'45"W	28.46'
L15	N41°44'51"W	45.00'
L16	N31°44'00"W	13.87'
L17	N47°46'30"E	28.00'
L18	N47°46'30"E	56.00'
L19	N22°43'29"E	15.55'
L20	N72°47'30"E	15.55'
L21	N67°33'30"W	30.00'
L22	N52°33'02"W	15.00'

NO.	BEARINGS	DELTA	LENGTH
C1	483.00'	1°45'48"	14.87'
C2	503.00'	1°45'49"	15.48'
C3	48.00'	2°21'46"	16.34'
C4	48.00'	3°29'14"	24.58'
C5	48.00'	2°22'04"	22.69'
C6	100.00'	11°31'36"	20.72'
C7	100.00'	20°34'34"	35.92'
C8	100.00'	12°28'45"	21.79'
C9	100.00'	4°06'39"	14.14'
C10	300.00'	4°35'14"	40.08'
C11	500.00'	4°55'54"	49.08'
C12	500.00'	5°53'59"	51.49'
C13	500.00'	1°18'25"	12.09'
C14	100.00'	10°18'41"	18.47'
C15	100.00'	12°16'08"	21.41'
C16	100.00'	4°31'18"	21.06'
C17	100.00'	16°18'41"	28.47'
C18	48.00'	4°10'52"	36.19'



IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

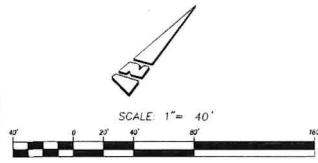
# TRACT NO. 36947

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PROACTIVE ENGINEERING CONSULTANTS, INC.

SHEET 9 OF 13 SHEETS  
SEE SHEET 3 FOR BOUNDARY MAP,  
BASIS OF BEARINGS, SURVEYOR'S  
NOTES, MONUMENT NOTES AND  
RECORD REFERENCES. SEE SHEET  
4 FOR EASEMENT NOTES

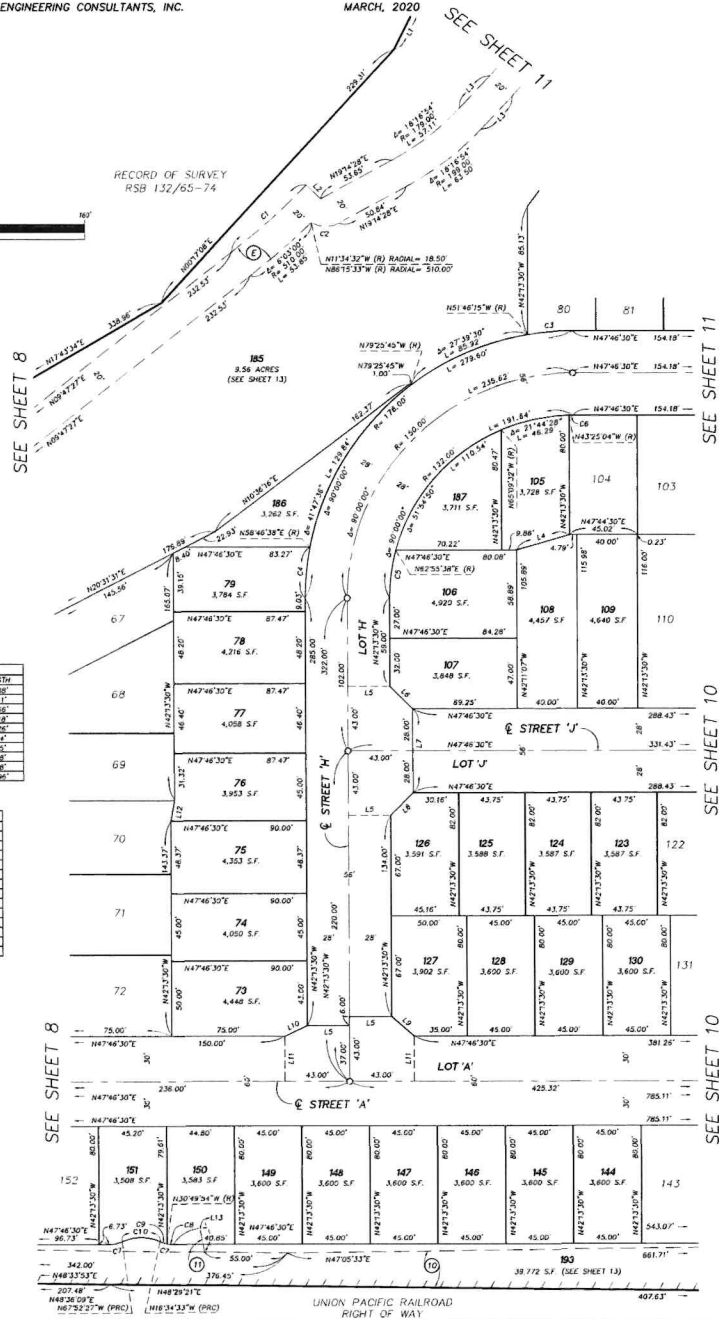
MARCH, 2020



RECORD OF SURVEY  
RSB 132/65-74

NO.	RADIUS	DELTA	LENGTH
C1	490.00	7.913°	68.88'
C2	18.50	33.113°	3.11'
C3	178.00	3.327°	22.66'
C4	178.00	13.000°	34.38'
C5	122.00	15.038°	32.28'
C6	122.00	17.134°	2.84'
C7	20.00	20.983°	3.85'
C8	20.00	11.232°	3.88'
C9	22.00	18.720°	4.86'
C10	28.00	51.724°	25.95'

NO.	BEARING	DISTANCE
L1	N15°28'24"W	133.89'
L2	N89°04'45"W	13.16'
L3	S00°27'32"E	23.41'
L4	N31°54'54"E	36.56'
L5	N47°46'30"E	28.00'
L6	N87°31'30"W	21.21'
L7	N47°31'30"W	98.00'
L8	N02°46'30"E	21.21'
L9	N88°41'25"E	18.83'
L10	S22°45'27"E	16.55'
L11	N42°31'30"W	30.00'
L12	N77°45'00"W	13.92'
L13	N52°31'00"W	15.00'



UNION PACIFIC RAILROAD  
RIGHT OF WAY

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 36947

BEING A SUBDIVISION OF A PORTION OF LOT 7 OF ARTHUR PARKS TRACT, FILED IN BOOK 1, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF THE MAP OF WEST RIVERSIDE, FILED IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 9 AND 10, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN

PROACTIVE ENGINEERING CONSULTANTS, INC.

MARCH, 2020

SHEET 10 OF 13 SHEETS  
SEE SHEET 3 FOR BOUNDARY MAP, BASIS OF BEARINGS, SURVEYOR'S NOTES, MONUMENT NOTES AND RECORD REFERENCES. SEE SHEET 4 FOR EASEMENT NOTES.

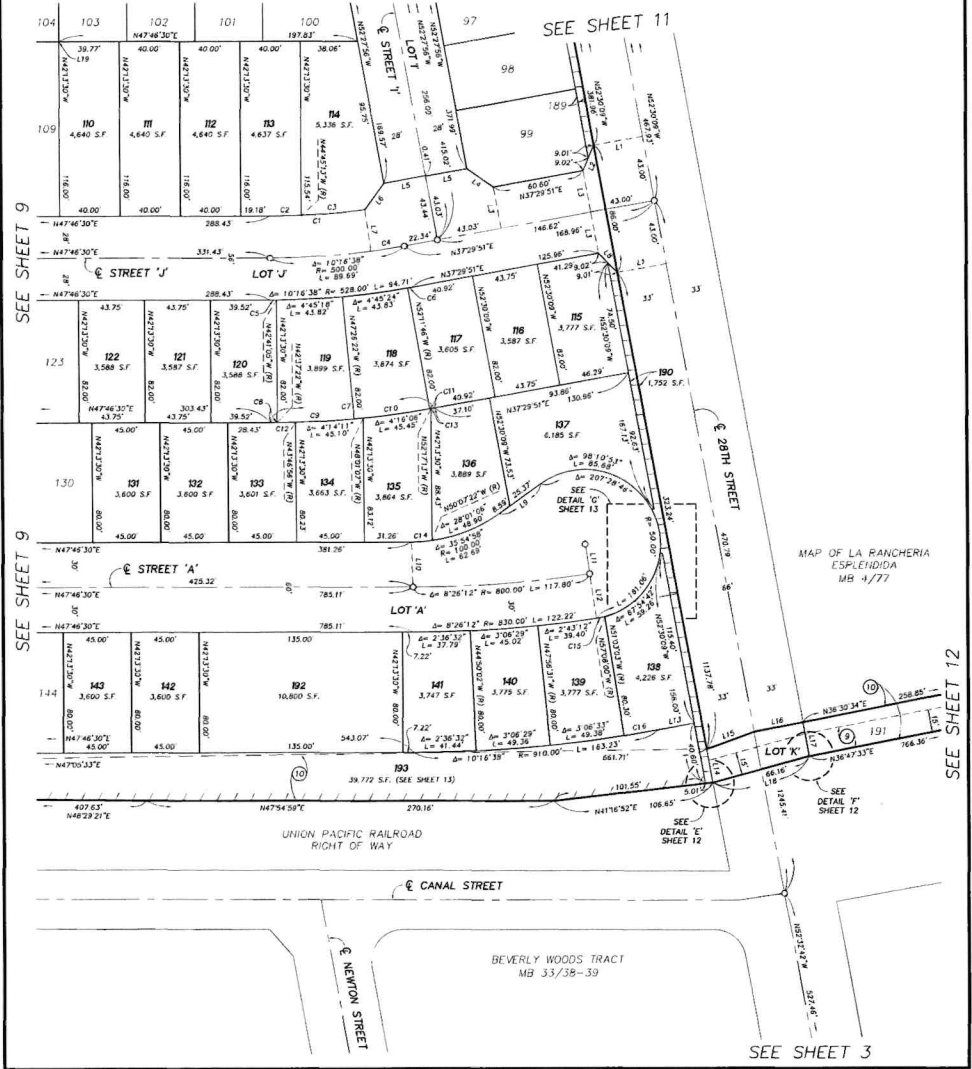


SCALE: 1" = 40'



CURVE TABLE (THIS SHEET ONLY)		
C0	741.22"	1.0027H
C1	472.00"	83.34"
C2	472.00"	20.81"
C3	472.00"	49.91"
C4	500.00"	22.56"
C5	528.00"	4.81"
C6	528.00"	7.87"
C7	610.00"	109.47"
C8	610.00"	4.33"
C9	610.00"	51.28"
C10	610.00"	59.84"
C11	610.00"	7.26"
C12	610.00"	16.58"
C13	610.00"	9.29"
C14	100.00"	13.76"
C15	50.00"	6.88"
C16	910.00"	23.05"

LINE TABLE (THIS SHEET ONLY)		
L1	N47°28'31"E	33.00'
L2	N16°48'42"W	18.03'
L3	N50°30'09"W	29.00'
L4	N82°30'58"E	21.22'
L5	N17°30'28"E	26.00'
L6	N06°11'24"W	21.68'
L7	N49°51'52"W (R)	28.00'
L8	N06°11'51"W	18.03'
L9	N11°31'31"E	33.95'
L10	N44°14'30"W	30.00'
L11	N50°52'42"W (R)	20.00'
L12	N50°39'42"W (PRO)	30.00'
L13	N37°29'51"E	29.95'
L14	N52°30'09"W	22.72'
L15	N17°30'58"E	33.45'
L16	N36°30'44"E	33.00'
L17	N52°30'09"W	22.81'
L18	N32°29'47"E	66.28'
L19	N42°44'30"E	0.23'



IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 36947

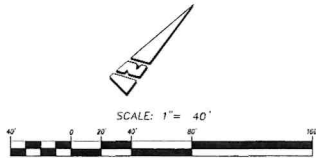
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PROACTIVE ENGINEERING CONSULTANTS, INC.

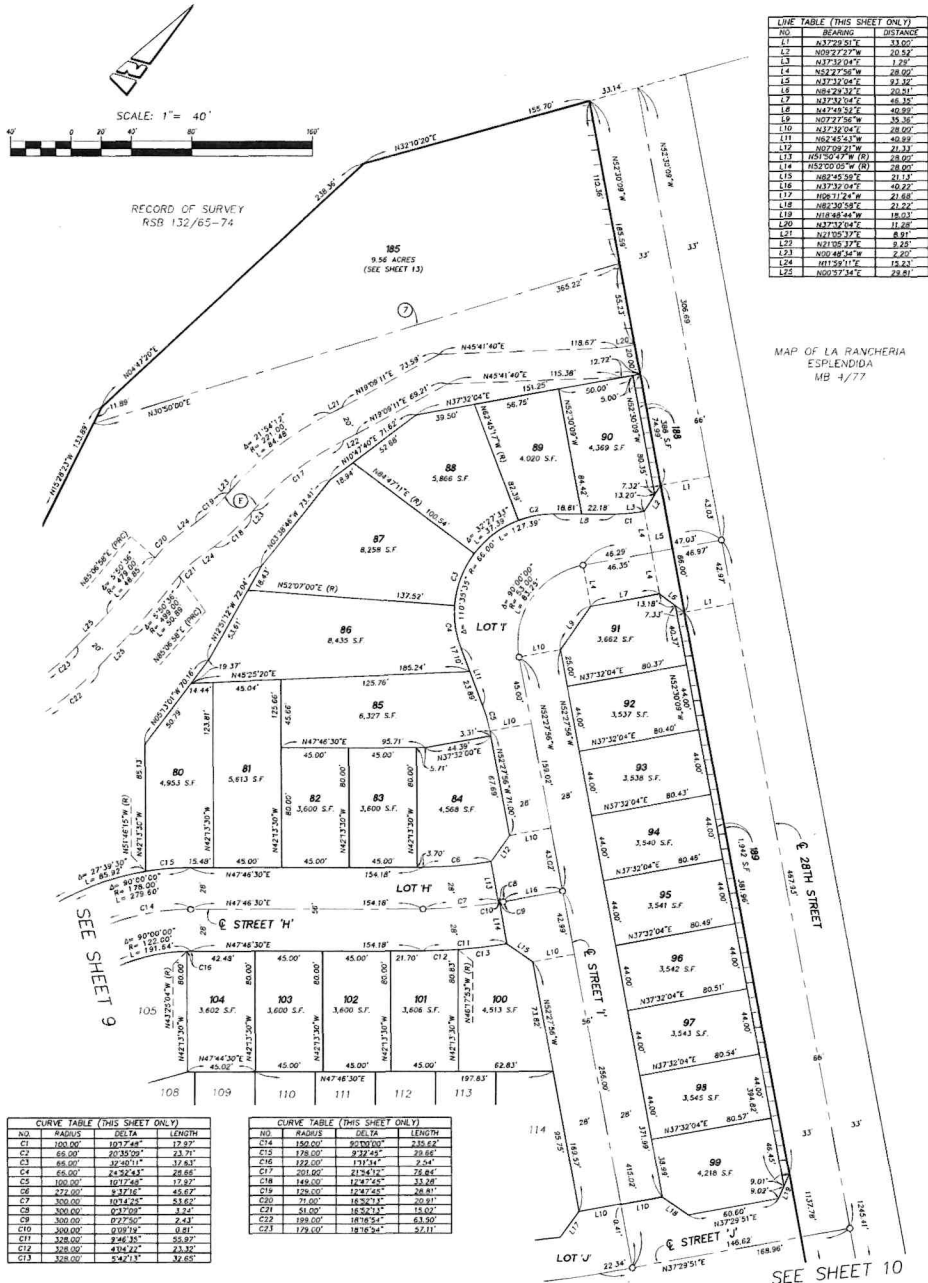
MARCH, 2020

SHEET 11 OF 13 SHEETS

SEE SHEET 3 FOR BOUNDARY MAP, BASIS OF BEARINGS, SURVEYOR'S NOTES, MONUMENT NOTES AND RECORD REFERENCES. SEE SHEET 4 FOR EASEMENT NOTES.



RECORD OF SURVEY  
RSB 132/65-74



NO.	BEARING	DISTANCE
L1	N37°28'21"E	33.00'
L2	N07°27'26"W	20.00'
L3	N37°32'04"E	1.28'
L4	N32°27'56"W	28.00'
L5	N37°32'04"E	21.00'
L6	N82°23'32"E	20.41'
L7	N37°32'04"E	45.00'
L8	N47°48'52"E	40.82'
L9	N07°27'56"W	35.36'
L10	N47°39'04"E	28.00'
L11	N82°45'11"W	40.82'
L12	N07°30'01"W	21.22'
L13	N87°50'47"W (R)	18.00'
L14	N52°00'00"W (R)	28.00'
L15	N82°45'38"E	31.15'
L16	N37°32'04"E	40.22'
L17	N06°17'34"W	21.68'
L18	N82°30'58"E	21.22'
L19	N16°48'44"W	18.03'
L20	N47°39'04"E	11.46'
L21	N47°05'37"E	8.81'
L22	N37°32'04"E	1.22'
L23	N50°48'24"W	7.20'
L24	N01°59'11"E	15.22'
L25	N00°57'24"E	21.81'

MAP OF LA RANCHERIA  
ESPLENDIDA  
MB 4/77

NO.	RADIUS	DELTA	LENGTH
C1	100.00'	107°48"	17.87'
C2	69.00'	107°30"	13.71'
C3	68.00'	122°40'11"	17.83'
C4	68.00'	125°54'42"	28.88'
C5	100.00'	107°48"	17.87'
C6	272.00'	137°18"	45.67'
C7	300.00'	107°48"	53.66'
C8	300.00'	047°09"	1.22'
C9	300.00'	072°50"	7.42'
C10	300.00'	039°39"	0.81'
C11	328.00'	2°46'38"	35.87'
C12	328.00'	4°34'42"	33.33'
C13	328.00'	5°42'18"	32.65'

NO.	RADIUS	DELTA	LENGTH
C14	100.00'	80°10'00"	235.62'
C15	178.00'	172°45'	28.86'
C16	172.00'	171°34'	2.54'
C17	201.00'	174°47'	32.81'
C18	149.00'	124°54'	33.28'
C19	128.00'	124°48'	38.81'
C20	71.00'	163°31'	40.81'
C21	51.00'	185°23'	25.00'
C22	188.00'	187°54'	63.80'
C23	179.00'	187°32'	62.11'

SEE SHEET 10

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 36947

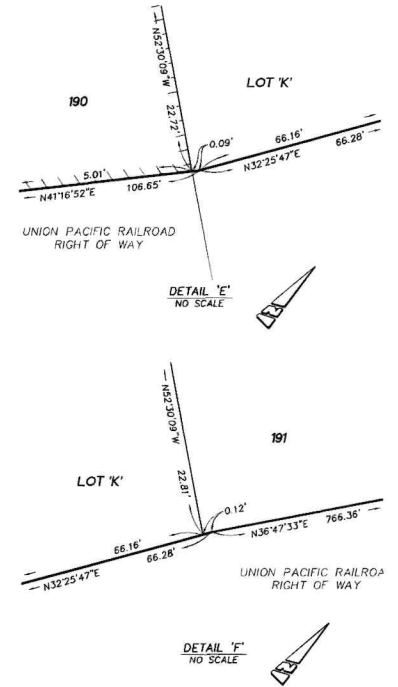
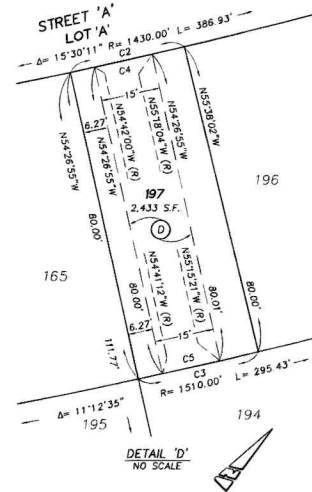
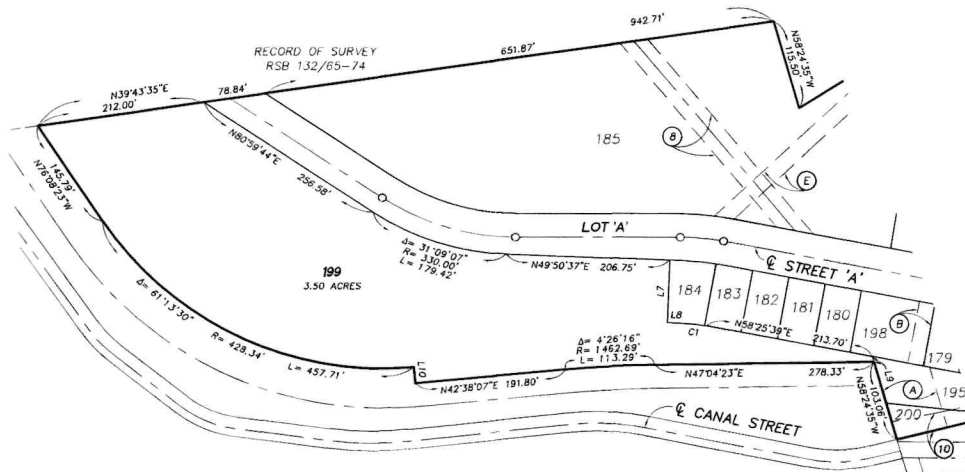
BEING A SUBDIVISION OF A PORTION OF LOT 7 OF ARTHUR PARKS TRACT, FILED IN BOOK 1, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF THE MAP OF WEST RIVERSIDE, FILED IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 9 AND 10, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN

PROACTIVE ENGINEERING CONSULTANTS, INC.

MARCH, 2020

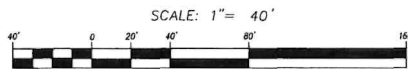
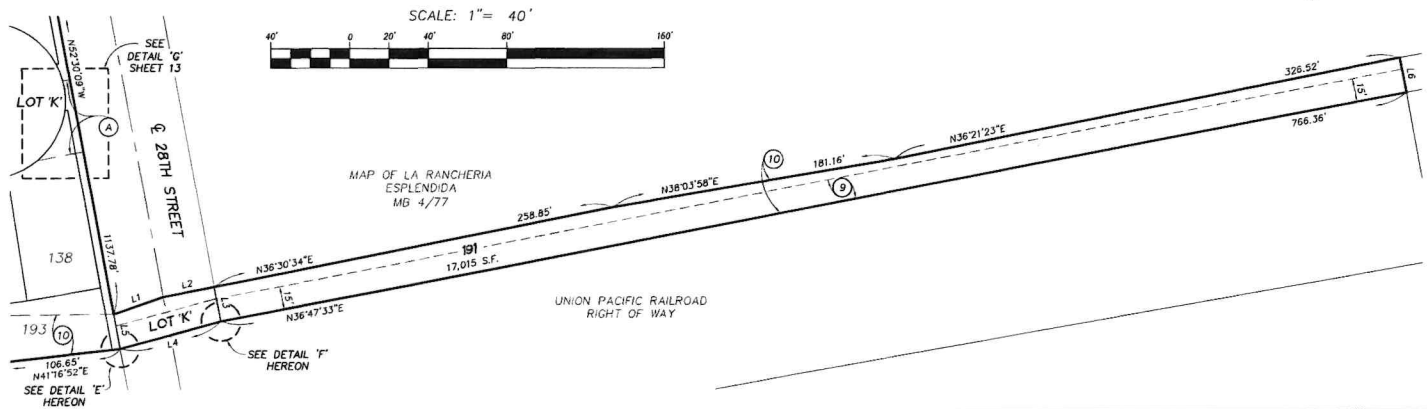
SHEET 12 OF 13 SHEETS

SEE SHEET 3 FOR BOUNDARY MAP, BASIS OF BEARINGS, SURVEYOR'S NOTES, MONUMENT NOTES AND RECORD REFERENCES, SEE SHEET 4 FOR EASEMENT NOTES.



LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N28°16'18"E	33.43'
L2	N36°30'24"E	33.00'
L3	N52°30'09"W	22.81'
L4	N32°25'47"E	66.16'
L5	N52°30'09"W	22.72'
L6	N52°29'44"W	22.54'
L7	N40°09'23"W	80.00'
L8	N49°50'17"E	22.05'
L9	N58°24'35"W	6.88'
L10	N47°21'53"W (R)	20.00'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGTH
C1	190.00'	8°35'01"	28.46'
C2	1430.00'	1°11'07"	29.58'
C3	1510.00'	1°11'07"	31.24'
C4	1430.00'	0°36'04"	15.00'
C5	1510.00'	0°34'09"	15.00'



IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 36947

BEING A SUBDIVISION OF A PORTION OF LOT 7 OF ARTHUR PARKS TRACT, FILED IN BOOK 1, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF THE MAP OF WEST RIVERSIDE, FILED IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 9 AND 10, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO COUNTY

PROACTIVE ENGINEERING CONSULTANTS, INC.

MARCH, 2020

SHEET 13 OF 13 SHEETS

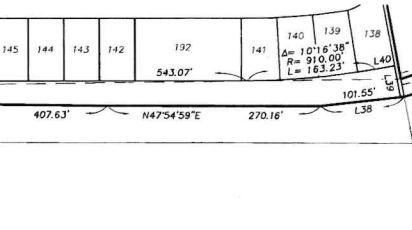
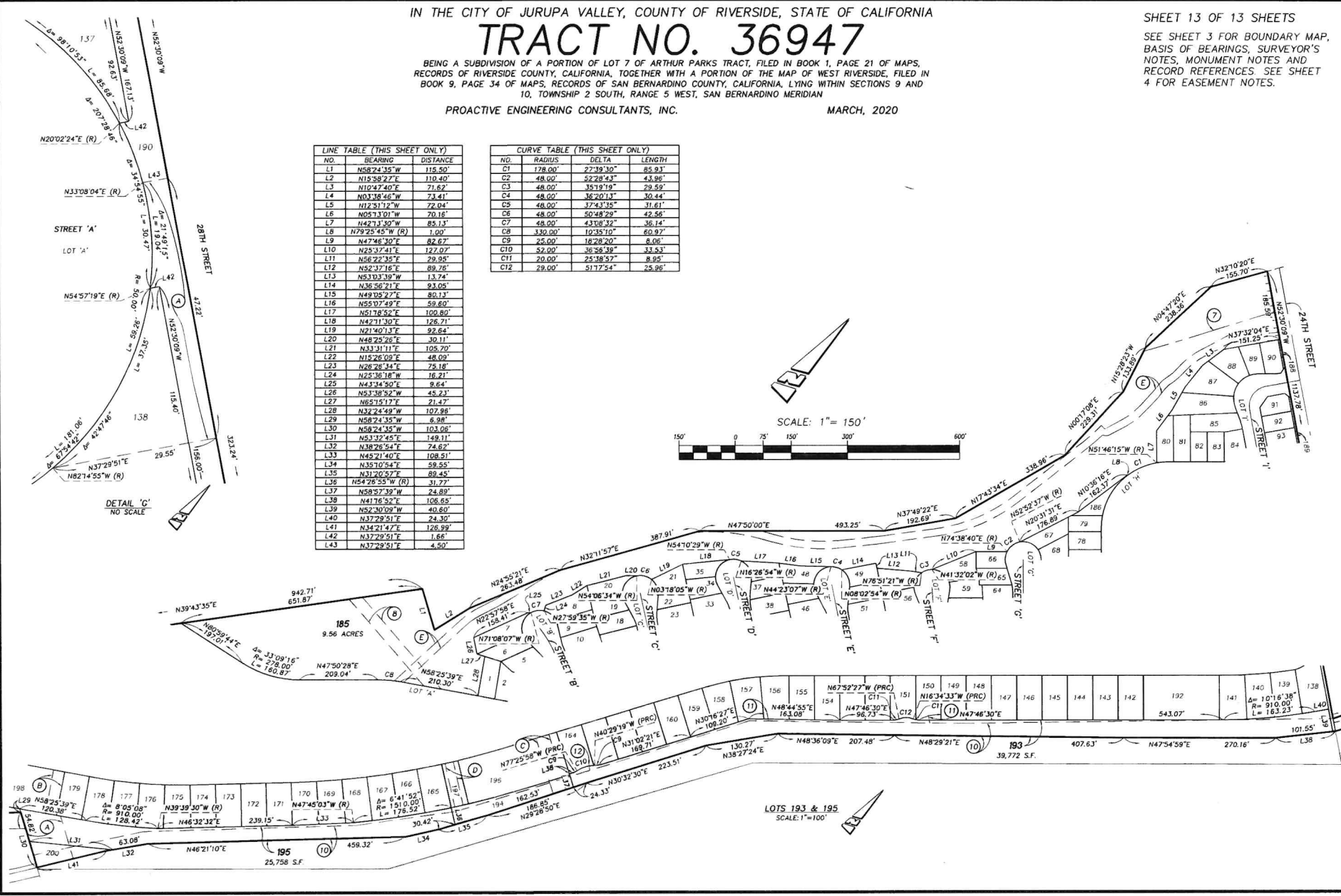
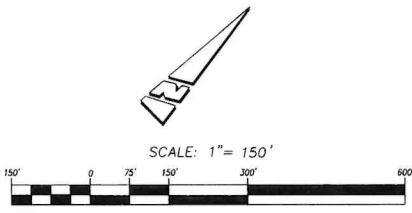
SEE SHEET 3 FOR BOUNDARY MAP, BASIS OF BEARINGS, SURVEYOR'S NOTES, MONUMENT NOTES AND RECORD REFERENCES. SEE SHEET 4 FOR EASEMENT NOTES.

LINE TABLE (THIS SHEET ONLY)

NO.	BEARING	DISTANCE
L1	N58°24'35"W	115.50'
L2	N15°38'27"E	110.40'
L3	N10°47'40"E	71.62'
L4	N03°08'46"W	73.41'
L5	N12°51'22"W	72.04'
L6	N05°13'01"W	70.16'
L7	N42°13'30"W	85.13'
L8	N79°25'45"W (R)	72.00'
L9	N47°46'30"E	82.67'
L10	N25°37'41"E	127.07'
L11	N56°22'35"E	29.95'
L12	N52°37'18"E	89.76'
L13	N53°03'39"W	13.74'
L14	N36°56'21"E	93.05'
L15	N49°05'27"E	80.13'
L16	N55°07'49"E	59.60'
L17	N51°18'52"E	100.80'
L18	N42°11'30"E	125.81'
L19	N21°40'13"E	92.64'
L20	N48°25'26"E	30.11'
L21	N33°31'11"E	105.70'
L22	N15°28'09"E	48.09'
L23	N26°28'54"E	75.18'
L24	N25°36'18"W	16.21'
L25	N43°34'50"E	9.64'
L26	N53°38'52"W	45.23'
L27	N65°15'27"E	71.47'
L28	N32°44'49"W	107.98'
L29	N58°24'35"W	6.98'
L30	N58°24'35"W	103.06'
L31	N53°32'45"E	149.11'
L32	N38°28'54"E	74.92'
L33	N45°21'40"E	108.51'
L34	N35°10'54"E	59.55'
L35	N31°20'57"E	89.45'
L36	N54°28'53"W (R)	31.77'
L37	N58°27'39"W	24.89'
L38	N41°16'52"E	106.85'
L39	N52°30'09"W	40.60'
L40	N37°29'51"E	24.30'
L41	N34°21'47"E	126.99'
L42	N37°29'51"E	1.65'
L43	N37°28'51"E	4.50'

CURVE TABLE (THIS SHEET ONLY)

NO.	RADIUS	DELTA	LENGTH
C1	178.00'	27°39'30"	85.93'
C2	48.00'	52°28'43"	43.96'
C3	48.00'	35°19'19"	29.59'
C4	48.00'	36°20'11"	30.44'
C5	48.00'	37°43'35"	31.61'
C6	48.00'	50°48'29"	42.56'
C7	48.00'	43°08'32"	36.14'
C8	330.00'	10°35'10"	60.97'
C9	25.00'	18°28'20"	4.08'
C10	52.00'	36°58'39"	33.53'
C11	20.00'	25°18'57"	8.95'
C12	29.00'	51°17'54"	25.96'





**EXHIBIT B**

**Approved Water and Sewer Plans**

**CONSTRUCTION NOTES**

- INSTALL 8" PVC (C-900, DR-18) WATER MAIN PER STD. G20
- INSTALL 10" PVC (C-900, DR-18) WATER MAIN PER STD. G20
- INSTALL 10" DIP PIPELINE
- INSTALL 4" FLANGED WATER GATE VALVE PER RCSD STD #1020
- INSTALL 8" FLANGED WATER GATE VALVE PER RCSD STD #1020
- INSTALL 12" FLANGED WATER GATE VALVE PER RCSD STD #1020
- INSTALL 18" FLANGED BUTTERFLY VALVE PER RCSD STD DWG #1030
- INSTALL 1" WATER METER ASSEMBLY FOR 8" PVC PER RCSD STD #1100
- INSTALL 2" WATER METER ASSEMBLY FOR 10" DIP PER RCSD STD #1110
- INSTALL 6" HYDRANT ASSEMBLY PER RCSD STD #1050
- INSTALL 8"x8"x8" CL350 DI TEE
- INSTALL 12"x12"x12" CL350 DI TEE
- INSTALL 18"x18"x18" CL350 DI TEE
- INSTALL THRUST BLOCK PER RCSD STD G40
- INSTALL RESTRAINED JOINTS PER DETAIL ON SHEET 4
- INSTALL 18" 11.25" CL350 DI ELBOW BEND
- INSTALL 18" 45" CL350 DI ELBOW BEND
- INSTALL 4" X 8" CLASS 350 DI INCREASER
- INSTALL 8" X 12" CLASS 350 DI INCREASER
- INSTALL 12" X 18" CLASS 350 DI INCREASER
- INSTALL CONNECTOR COUPLING PER ROMAC INDUSTRIES OR APPROVED EQUAL
- INSTALL RESTRAINED HIGH DEFLECTION COUPLING PER ROMAC INDUSTRIES OR APPROVED EQUAL
- INSTALL 10" 90° CL350 DI ELBOW BEND
- INSTALL 1" AIR VALVE PER RCSD STD DWG #1070

**ESTIMATED QUANTITIES**

LF	828
LF	8
EA	2
EA	4
EA	1
EA	2
EA	16
EA	6
EA	4
EA	1
EA	1
EA	7
LF	972
EA	1
EA	2
EA	1
EA	1
EA	1
EA	1
EA	6
EA	1

**RUBIDOUX COMMUNITY SERVICES DISTRICT**

**HACIENDA TRACT 32721 WATER IMPROVEMENT PLANS**

**OWNER**

LENNAR  
4140 TEMESCAL CANYON RD., SUITE 410  
CORONA, CA 92683  
PHONE: (951) 482-9427  
CONTACT: MATTHEW SEVERGIZ

**APPLICANT**

LENNAR  
4140 TEMESCAL CANYON RD., SUITE 410  
CORONA, CA 92683  
PHONE: (951) 482-9427  
CONTACT: MATTHEW SEVERGIZ

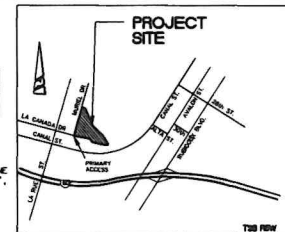
**SOILS ENGINEER:**

EARTH-STRATA GEOTECHNICAL  
4218A REMINGTON AVE.  
TERRACE, CA 92690  
PHONE: (951) 481-4028  
CONTACT: GADALLA W. GADALLA "GWDG"

CONVERSION SITE SURVEY TO BE PERFORMED AND SUBMITTED TO DISTRICT FOR APPROVAL PRIOR TO ANY PLACEMENT OF WATER OR SEWER FACILITIES.

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CGS83, ZONE VI, BASED LOCALLY ON CONTROL STATIONS "M12", "M1FP", & "N000" NAD83 (NAD83) EPOCH 2010.00 AS SHOWN HEREON.

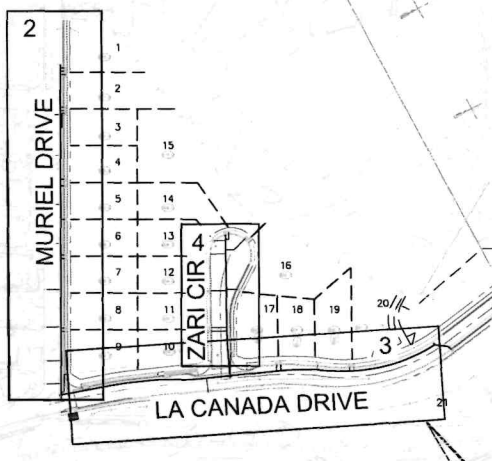


**ABBREVIATIONS**

- CL - CENTER LINE
- EL - ELEVATION
- FL - FLOW LINE
- DIA - DIAMETER
- LEN - LENGTH
- INV - INVERT
- MH - MANHOLE
- EX - EXISTING
- PROP. - PROPOSED
- TOP - TOP OF PIPE
- BOT - BOTTOM OF PIPE
- TPY - TYPICAL
- PVC - POLYMERIZING VINYL CHLORIDE
- RCF - REINFORCED CONCRETE PIPE
- ACP - ASBESTOS-CEMENT PIPE
- R/R - RIGHT-OF-WAY
- S - SEWER
- SO - STORM DRAIN
- S/W - SIDE WALK
- W - WATER
- HOR - HORIZONTAL

**LEGEND**

- STREET CENTER LINE
- - - - - EX./PROP. RIGHT OF WAY
- PROPOSED CURB AND GUTTER
- EXISTING EASEMENT
- DAYLIGHT LINE
- PROPOSED STORM DRAIN
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PAD ELEVATION
- PROPOSED REDUCER
- PROPOSED FIRE HYDRANTS
- PROPOSED GATE VALVE PER RCSD STD DWG. NO. #1020
- PROPOSED STREET LIGHTS
- PROPOSED STORM DRAIN MANHOLE PER RCSD STD. DWGS. #M-252 & #M-254
- PROPOSED STORM DRAIN CATCH BASIN
- PROPOSED SEWER MANHOLE PER RCSD STD. DWG. NO. #2030
- PROPOSED AIR RELEASE VALVE
- PROPOSED BLOW-OFF
- PROPOSED CLEANOUT PER RCSD STD. DWG. NO. #2070
- PROPOSED 1" SERVICE AND METER (UNLESS OTHERWISE NOTED)
- CONNECT TO EXISTING METER BOX (MURIEL DRIVE) PER RCSD STD. DWG. NO. #1100



COUNTY OF RIVERSIDE  
FIRE DEPARTMENT  
Mikk Sherry  
APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

**INDEX MAP**

**NOTES FOR DETAILS A & B**

- CONTRACTOR SHALL EXCAVATE AND EXPOSE EXISTING POINT OF CONNECTION TO DETERMINE EXACT LOCATION, SIZE AND MATERIAL. RECORD DRAWINGS MAY NOT BE ACCURATE. NOTIFY ENGINEER AND DISTRICT OF ANY VARIATION.
- ANY ANTICIPATED SYSTEM DOWNLINE SHALL BE COORDINATED WITH THE DISTRICT AND AFFECTED CUSTOMERS NOTIFIED TO DISTRICTS SATISFACTION.
- DISTRICT SHALL FIRST CLOSE ADJACENT VALVES AND DEENER THE EXISTING PIPELINES AS NEEDED TO BEGIN CONNECTION WORK.
- ONCE DISTRICT INSPECTOR IS SATISFIED WITH NOTIFICATIONS, DETERMINING AND POINT OF CONNECTION, THE CONTRACTOR MAY PROCEED WITH INSTALLATION UNDER DISTRICT INSPECTOR DIRECTION AND CONCEPTUAL CONNECTION DETAIL. CONTRACTOR MAY MAKE MINOR ADJUSTMENTS TO STEPS/PROCEDURES SHOWN WITH DISTRICT INSPECTOR APPROVAL. MAJOR REVISIONS TO CONNECTION DETAILS SHALL BE SUBMITTED TO ENGINEER OF RECORD FOR REVIEW AND TO DISTRICT FOR APPROVAL PRIOR TO CONSTRUCTION.
- CONTRACTOR TO FURNISH AND INSTALL ALL CONNECTION PIPING AND FITTINGS AS REQUIRED.
- ALL ACP SHALL BE REMOVED, HANDLED AND DISPOSED OF IN A MANNER THAT KEEPS THE MATERIAL IN A NON-FRAGILE CONDITION. CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSAL OF ALL ACP REMOVED DURING CONSTRUCTION. CONTRACTOR SHALL FOLLOW ALL STATE AND FEDERAL REGULATIONS PERTAINING TO THE PROPER HANDLING, REMOVAL, AND DISPOSAL OF ACP.

**PRIVATE ENGINEER'S NOTICE TO CONTRACTORS**

THE EXISTENCE AND APPROXIMATE LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES OR STRUCTURES EXCEPT AS SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK ON EXCAVATION TO DETERMINE EXACT LOCATION OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION OF THESE LINES.

**RIVERSIDE COUNTY - FIRE DEPARTMENT**

IN ACCORDANCE WITH THE CONDITIONS OF APPROVAL, THE WATER SYSTEM HAS BEEN DESIGNED TO BE CAPABLE OF PROVIDING 300 GPM FOR 1/2 HOUR DURATION AT A MINIMUM OF 20 PSI OPERATING PRESSURE.

**BENCHMARK**

RIVERSIDE COUNTY DESIGNATION: 008-002  
DESCRIPTION: A 3" ALUMINUM DISK STAMPED RIVERSIDE COUNTY VE 2 2008 AT THE EOR OF THE EASTERLY CORNER OF ARMSTRONG ROAD AND 24TH STREET.  
ELEVATION (FEET): 913.63 (NGVD29) ADJUSTED: 11/3/2008

DESCRIPTION	SHEET NO.
TITLE SHEET	1
LINE Y STA 10+00.00 TO 15+88.64	2
LINE X STA 10+00.00 TO 16+00.00	3
LINE Z STA 9+54.22 TO 12+40.03	4

**GENERAL NOTES**

- ALL WORK SHALL CONFORM TO THE DESIGN AND CONSTRUCTION STANDARDS OF RCSD FOR WATER AND SANITARY SEWER FACILITIES.
- WATER SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RUBIDOUX COMMUNITY SERVICES DISTRICT CONSTRUCTION, MATERIALS, TESTING AND INSPECTION SHALL COMPLY WITH RUBIDOUX COMMUNITY SERVICES DISTRICT STANDARDS. THE INSTALLATION SHALL MEET OR EXCEED THE REQUIREMENTS OF ALL PUBLIC AGENCIES HAVING JURISDICTION AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS. FAILURE TO MEET THESE REQUIREMENTS WILL BE CAUSE FOR REJECTION.
- CONSTRUCTION OF THE WATER SYSTEM SHALL NOT COMMENCE UNTIL A FINAL MAP HAS BEEN RECORDED BY RIVERSIDE COUNTY AND THE DEVELOPER'S ENGINEER HAS CERTIFIED THAT ALL STREET ARE CONSTRUCTED TO FINAL GRADE. WATERLINES SHALL BE INSTALLED AFTER CONSTRUCTION OF CURB AND GUTTER, SEWER, STORM DRAIN, AND PRIOR TO THE PLACEMENT OF CROSS-GUTTERS, SPRAWLS, AND PAVING.
- PIPE, FITTINGS, VALVES AND APPURTENANCES SHALL BE OF THE PIPE PRESSURE CLASS (NOT M.P.P. CLASS) SHOWN ON THE PROFILE OF THESE PLANS. (NOTE: CAST IRON FITTINGS SHALL NOT BE ALLOWED.)
- MINIMUM COVER OVER PIPE SHALL BE 42 INCHES. WHEN THE WATERLINE ENCOUNTERS AN OBSTRUCTION AND CROSSING OVER THE OBSTRUCTION WILL RESULT IN LESS THAN 42 INCHES OF COVER OVER THE WATERLINE, THE WATERLINE SHALL CROSS UNDER THE OBSTRUCTION (MIN. 12 INCHES CLEARANCE).
- CONTRACTOR SHALL PROVIDE TRENCH PROTECTION AND CONDUCT ALL CONSTRUCTION IN ACCORDANCE WITH CAL-OSHA REQUIREMENTS AND SHALL DETERMINE DEPTH AND LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO TRENCHING. OPEN TRENCH AT ANY ONE TIME SHALL BE LIMITED TO 500 FEET ALONG ROAD RIGHT OF WAY AND SHALL BE PROTECTED AND COVERED TO THE CONCLUSION OF EACH DAY.
- BARRELS SHALL BE COMPACTED TO 90% RELATIVE DENSITY, EQUIVALENT TO THE SURROUNDING GROUND, OR TO THE REQUIREMENTS OF THE AGENCY HAVING JURISDICTION, WHICHEVER IS MORE STRINGENT. CONTACT UNDERGROUND SERVICE ALERT (800) 422-4133 PRIOR TO ANY EXCAVATION.
- DEPTH AND LOCATION OF EXISTING UNDERGROUND FACILITIES SHALL BE DETERMINED BY THE CONTRACTOR BY PENETRATING PRIOR TO TRENCHING. THE CONTRACTOR SHALL ALSO CONTACT UNDERGROUND SERVICE ALERT (800) 422-4133 PRIOR TO ANY EXCAVATION.
- WHERE THE WATER MAIN CROSSES STORM DRAINS, OTHER PIPELINES, TELEPHONE AND ELECTRIC DUCTS, OR SIMILAR INSTALLATIONS, A MINIMUM OF 12 INCHES OF CLEARANCE SHALL BE PROVIDED BETWEEN THE MAIN AND OTHER INSTALLATIONS. SEPARATION OF THE WATER AND SEWER LINES MUST COMPLY WITH THE RIVERSIDE COUNTY HEALTH DEPARTMENT STANDARDS AS SHOWN ON RIVERSIDE COUNTY STANDARD PLAN 609 AND RCSD STANDARD DRAWING #1010 AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH.
- CONNECTIONS TO EXISTING RCSD WATERLINES SHALL BE IN ACCORDANCE WITH STANDARD RCSD PROCEDURES AND SHALL NOT BE ACCOMPLISHED UNLESS AN RCSD INSPECTOR IS PRESENT. NO CONNECTIONS TO EXISTING WATERLINES SHALL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE DISTRICT ENGINEER.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO APPLY TO THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, PERMIT SECTION, FOR AN ENCHARGEMENT PERMIT FOR ALL WORK ON EXISTING COUNTY MAINTAINED ROADS.
- SERVICE LATERALS SHALL BE LOCATED AT THE MAIN UNLESS OTHERWISE INDICATED ON THE PLANS AND APPROVED BY THE RCSD.
- PIPE SHALL BE HANDLED AS TO PROTECT THE PIPE AT ALL TIMES AND SHALL BE CAREFULLY BEGGED TO PROVIDE CONTINUOUS BEARING TO PREVENT UNEVEN SETTLEMENT. PIPE SHALL BE PROTECTED AGAINST FLOATION AT ALL TIMES WHEN CONSTRUCTION IS NOT IN PROGRESS.
- PIPE JOINTS SHALL NOT BE DEFLECTED AT ANY ANGLE GREATER THAN THE MAXIMUM ANGLE RECOMMENDED BY THE PIPE MANUFACTURER. ALL WELDED JOINTS SHALL BE MINIMUM DOUBLE PASS.
- TAPS ON PIPELINE SHALL BE INSTALLED PER DISTRICT STANDARDS AND AS APPROVED IN THE FIELD BY THE RCSD INSPECTOR. CONNECTIONS TO EXISTING RCSD PIPELINES SHALL NOT BE ACCOMPLISHED UNLESS AN RCSD INSPECTOR IS PRESENT. RCSD MAY ELECT TO MAKE THE CONNECTIONS AT THE DEVELOPER'S EXPENSE. CONTRACTOR TO FIELD VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING WATERLINES PRIOR TO CONSTRUCTION.
- TEST PRESSURE SHALL BE 150% OF PIPE CLASS RATING (I.E.: 150-225 PSI TEST). SHALL BE UNDER CONTINUOUS INSPECTION, AND SHALL BE IN ACCORDANCE WITH DISTRICT STANDARD PROCEDURES.
- SURFACE IMPROVEMENTS DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE RECONSTRUCTED BY THE CONTRACTOR TO THE REQUIREMENTS OF THE AGENCY HAVING JURISDICTION.
- FIRE HYDRANTS AND AIR VALVES TO BE LOCATED PER THE AGENCY HAVING JURISDICTION.
- WATER METERS TO BE LOCATED PER PLAN, ANY RELOCATION SHALL BE APPROVED BY THE RCSD. A "N" SHALL BE IMPRINTED ON THE CURB FACE AT EACH SERVICE LATERAL (METER) LOCATION.
- CONTRACTOR SHALL PLACE INSULATED 1/4" GA SOLID COPPER LOCATOR WIRE WITH ALL C-900 PVC PIPE TO ASSIST WITH FUTURE LOCATION.
- THE DEVELOPER SHALL PROVIDE ONE SET OF PRINTS SHOWING ALL "AS-BUILT" CONDITIONS INCLUDING THE STATIONING OF SEWER LATERAL CONNECTIONS AND PAD ELEVATIONS AS A CONDITION OF FINAL APPROVAL.
- ANY REVISION TO THESE DRAWINGS MUST BE APPROVED IN WRITING BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT.
- THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH "CONFINED AIR SPACE" ARTICLE 106, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE.
- ALL PIPE LARGER THAN 12" IN DIAMETER SHALL BE INSPECTED BY VIDEO CAMERA PRIOR TO BACTERIOLOGICAL TESTING.
- CONTRACTOR SHALL WARRANTY ALL WORK FOR 12 MONTHS AFTER THE DATE OF FINAL INSPECTION.

**NOTICE TO CONTRACTORS**

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE SAFETY DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING, INDUSTRY AND HOLD DESIGN PROFESSIONAL, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PROJECT, INCLUDING LIABILITY, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

- EX 10" ACP (PROTECT IN PLACE)
- EX 10" ACP TO BE REMOVED
- PR 8" PVC C900 DR18
- PR 10" PVC C900 DR18
- PR 18" CL350 DIP
- PR 12"x12"x12" CL 350 DI TEE
- PR 18" 11.25" CL350 DI BEND
- PR 12"x10" INCREASER
- PR 12"x8" INCREASER
- PR 18"x12" INCREASER
- PR 12" FLANGED GATE VALVE
- PR 10" 90° CL350 DI ELBOW
- PR 10" ROMAC RESTRAINED TRANSITION COUPLING OR APPROVED EQUAL
- PR THRUST BLOCK

CITY OF JURUPA VALLEY  
ENGINEERING DEPARTMENT  
APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

CITY OF JURUPA VALLEY  
ENGINEERING DEPARTMENT  
RECOMMENDED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

STA. 10+00.00 LINE Y  
CONNECTION TO EXISTING 10" ACP

STA. 15+03.41 LINE Y  
CONNECTION TO EXISTING 4" ACP

PAUL TOOR, CITY ENGINEER  
R.C.E. #48291

TINA YORK, DEVELOPMENT SERVICES MANAGER  
R.C.E. #48367

1-800-422-4133  
DIRECTOR OF ENGINEERING  
R.C.E. #48798

APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:

DATE: \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. #48798

VOID AFTER ONE YEAR FROM THIS DATE

NO.	REVISIONS	DATE	BY

SEAL ENGINEER  
PREPARED BY: **PROACTIVE**  
ENGINEERING CONSULTANTS  
200 South Main Street, Suite 200  
Corona, CA 92682 (951) 266-2350

APPROVED BY: **Scott Gilbert**  
REGISTERED ENGINEER NO. 83884 DATE: \_\_\_\_\_

WDID# 8 33C403666

SCALE AS NOTED

FIELD BOOK

DESIGN

DRAWN

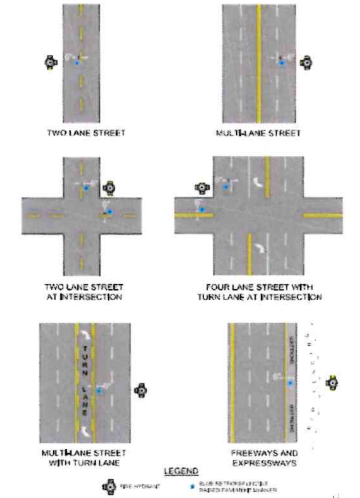
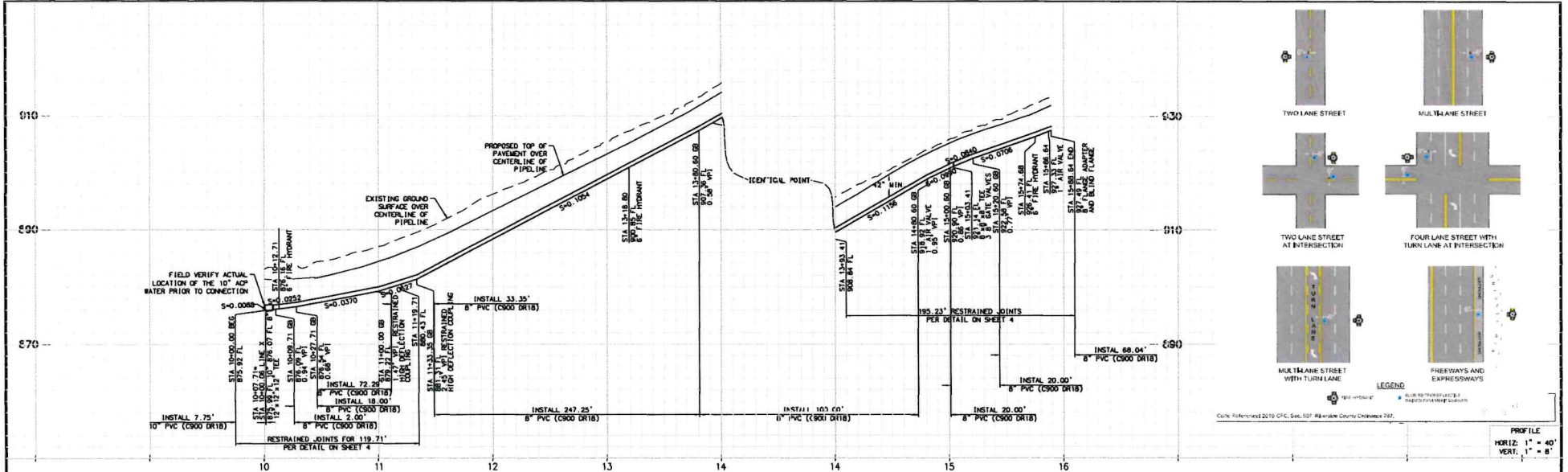
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RUBIDOUX COMMUNITY SERVICE DISTRICT  
TR. 32721 WATER IMPROVEMENT PLANS

TITLE SHEET

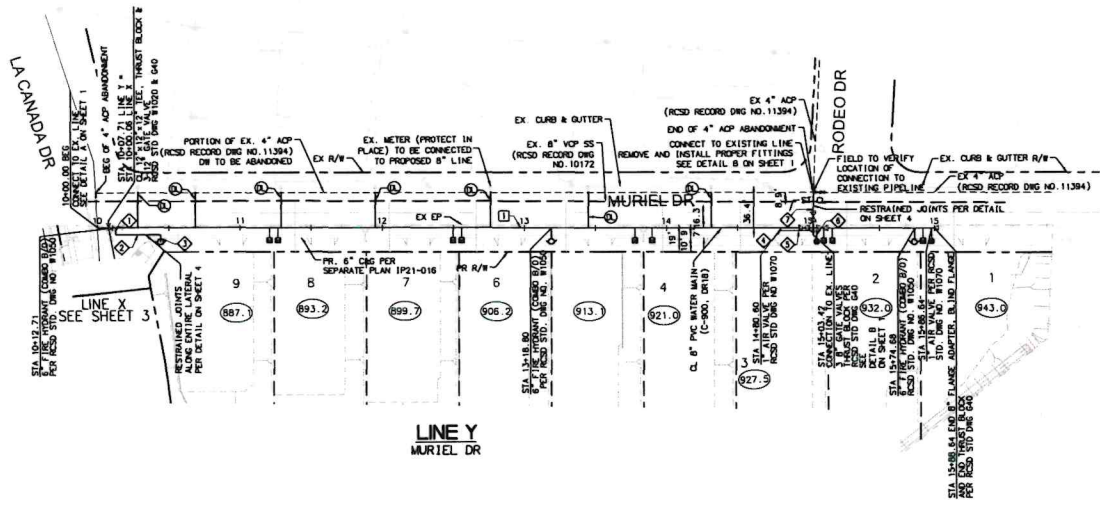
SHEET 1 OF 4 SHEETS

R.C.S.D. PLAN NO.



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PROFILE  
HORIZ: 1" = 40'  
VERT: 1" = 8'

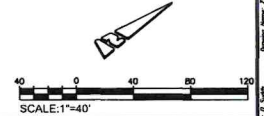


LINE/CURVE DATA TABLE				
ID	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N28°40'30\"/>			

LINE/CURVE DATA TABLE				
ID	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N51°19'24\"/>			

WATER SERVICE LATERAL TABLE			
LOT NO.	AS-BUILT STA.	LOT NO.	AS-BUILT STA.
1	5		
2	6		
3	7		
4	8		
5	9		

\*\* DIMENSION FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE



APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:

DATE: \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48796

VOID AFTER ONE YEAR FROM THIS DATE

REV	REVISIONS	DATE	BY



PREPARED BY:  
**PROACTIVE**  
ENGINEERING CONSULTANTS  
200 South Main Street, Suite 300  
Corona, CA 92882 (951) 280-3300

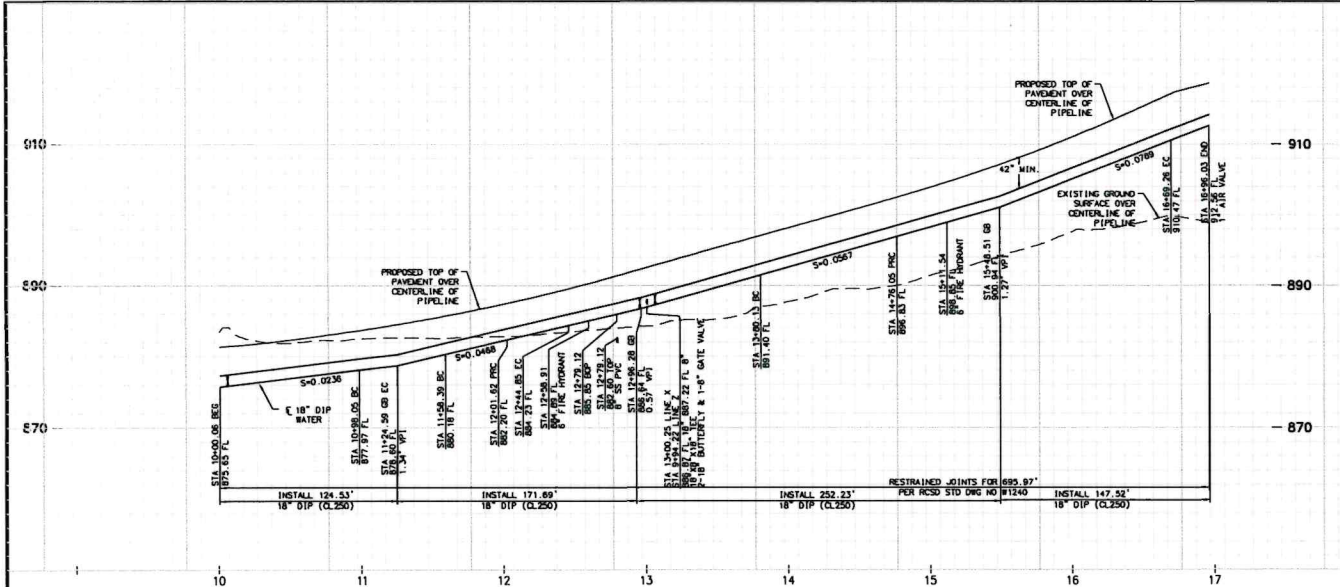
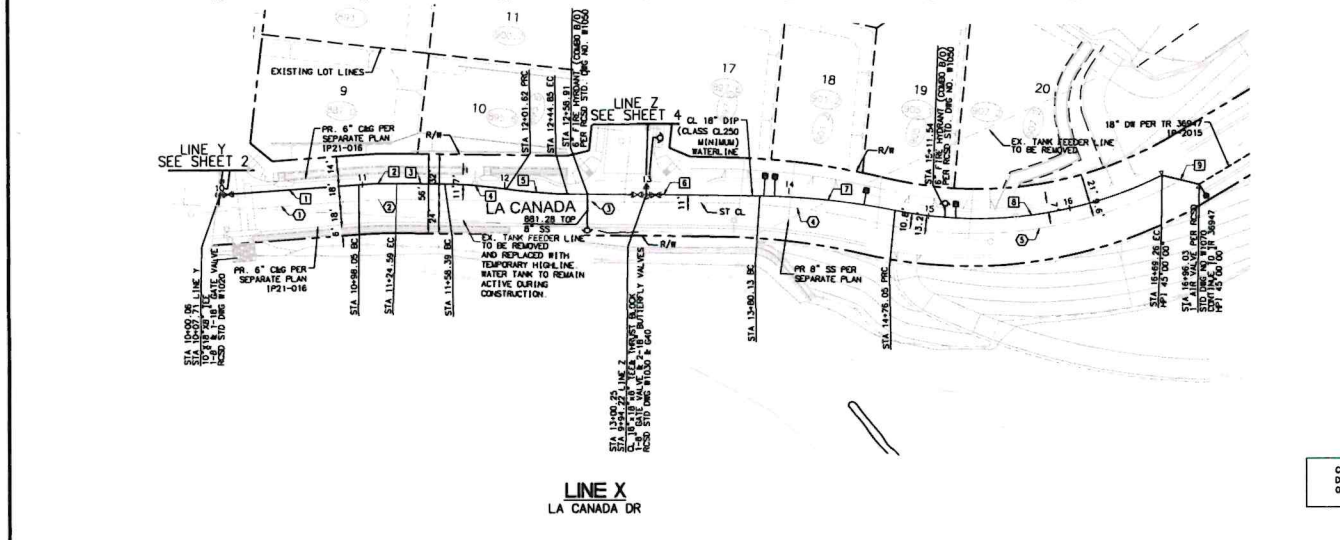
APPROVED BY: Scott Gilbert  
REGISTERED ENGINEER NO. 23816 DATE: \_\_\_\_\_

SCALE AS NOTED  
FIELD BOOK  
DESIGN  
DRAWN  
CHECKED

RUBIDOUX COMMUNITY SERVICE DISTRICT  
TR. 32721 WATER IMPROVEMENT PLANS  
WATER IMPROVEMENTS / SEWER LATERALS  
LINE Y: 10+00.00 - 15+88.64

SHEET  
2  
of 4 SHEETS  
R.C.S.D. PLAN NO.



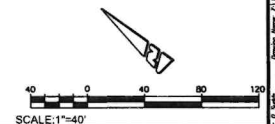



LINE	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N72°05'28\"/>			

LINE	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N72°05'28\"/>			

LOT NO.	AS-BUILT STA.	LOT NO.	AS-BUILT STA.
17	19	18	20

CORROSION SITE SURVEY TO BE PERFORMED AND SUBMITTED TO DISTRICT FOR APPROVAL PRIOR TO ANY PLACEMENT OF WATER OR SEWER FACILITIES.

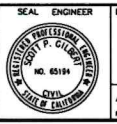


APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:

DATE: \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48796

VOID AFTER ONE YEAR FROM THIS DATE

NO.	REVISIONS	DATE	BY



PREPARED BY: **PROACTIVE** ENGINEERING CONSULTANTS  
300 South Main Street, Suite 300, Corona, CA 92682 (951) 280-3300

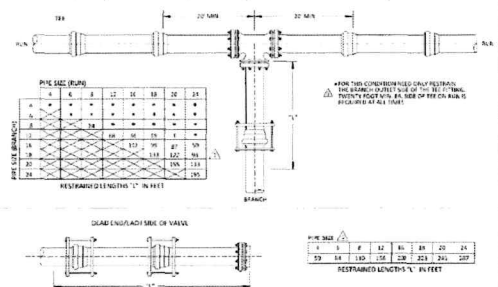
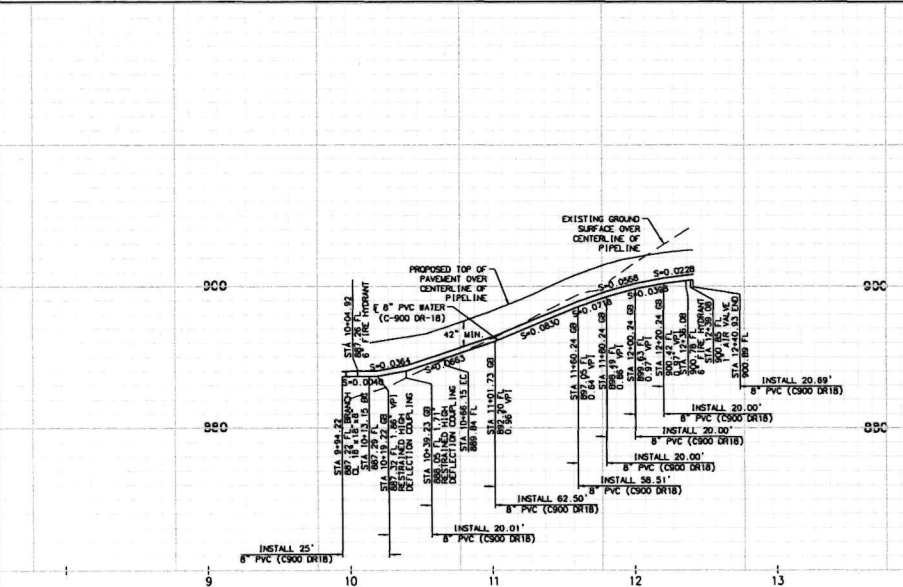
APPROVED BY: **Scott Gilbert**  
REGISTERED ENGINEER NO. 62244 DATE: \_\_\_\_\_

SCALE AS NOTED  
FIELD BOOK  
DESIGN  
DRAWN  
CHECKED

RUBIDOUX COMMUNITY SERVICE DISTRICT  
TR. 32721 WATER IMPROVEMENT PLANS  
WATER IMPROVEMENTS  
LINE X: 10+00.06 - 16+96.03

SHEET 3  
of 4 SHEETS  
R.C.S.D. PLAN NO.

Drawing Name: TR. 32721 Water Improvements (Sheet) - 32721 (02/27) - 2003.dwg



**RESTRAINED JOINT LENGTHS (LARGE GENERAL NOTES)**

- ALL JOINTS SHALL BE INSTALLED WITH RESTRAINTS.
- FOR ALL JOINTS, RESTRAINTS SHALL BE INSTALLED ON EACH END OF EACH PIPE OR BRANCH.
- FOR JOINTS WITH T-HEAD BOLTS OR RODS, RESTRAINTS SHALL BE INSTALLED ON EACH END OF EACH PIPE OR BRANCH.
- A MINIMUM FACTOR OF 1.5.
- FOR USE AS A BRACING MEMBER, SEE FOR SANDS, ROCKS, ETC., SET ON TOP OF THE JOINT AND SHALL BE INSTALLED ON BOTH ENDS OF THE JOINT.
- NO RESTRAINTS SHALL BE INSTALLED ON THE JOINT.
- NO JOINTS SHALL BE INSTALLED ON THE JOINT.

**RESTRAINED JOINTS DETAIL**

**MAXIMUM DESIGN PRESSURE: 50 PSI**

**PROFILE**  
 HORIZ: 1" = 40'  
 VERT: 1" = 8'

RESTRAINED JOINTS FOR PVC PIPE SHALL BE PROVIDED BY A CLAMPING RING AND AN ADDITIONAL RING AND TO SEAT ON THE BELL END OF THE PIPE. THE RINGS SHALL BE CONNECTED WITH T-HEAD BOLTS OR RODS. RESTRAINING DEVICES SHALL PROVIDE FULL (360 DEGREE) SUPPORT AROUND THE CIRCUMFERENCE OF THE PIPE. NO POINT LOADING SHALL BE PERMITTED. RESTRAINT OF MECHANICAL JOINT FITTINGS SHALL BE PROVIDED BY A CLAMPING RING INSTALLED ON THE PVC PIPE AND CONNECTED TO THE MECHANICAL JOINT FITTING WITH T-HEAD BOLTS OR RODS. RESTRAINING DEVICES SHALL MEET OR EXCEED THE REQUIREMENTS OF ASTM F-1674 RESTRAINING DEVICES SHALL BE UNIFLANGE SERIES 1300, STAR PIPE PRODUCTS SERIES 1000, EDMA IRON SERIES 1500, OR EDMA SERIES 3000V OR APPROVED EQUAL. ALL BURIED STEEL PARTS SHALL BE SHAD BLASTED IN ACCORDANCE WITH THE COATING MANUFACTURER'S TECHNICAL DATA SHEET FOR "SUBMERGED" SERVICE AND COATED WITH A TWO COAT EPOXY. EPOXY SHALL BE THEMIC SERIES 66 OR EQUAL. ALL BOLTS AND THE ROD MATERIALS SHALL BE EITHER HIGH STRENGTH CAST IRON CONTAINING A MINIMUM OF 0.5% COPPER OR HIGH-STRENGTH, LOW ALLOY STEEL, AS SPECIFIED IN ANSA-C-111 FOR BURIED MECHANICAL JOINTS.

**STREET LINE/CURVE DATA TABLE**

BEARING/Delta	RADIUS	LENGTH	TANGENT
1 N 27° 51' 38" E	---	139.68'	---
2 27° 35' 48"	175.80'	84.67'	43.18'

**WATER LINE/CURVE DATA TABLE**

BEARING/Delta	RADIUS	LENGTH	TANGENT
1 N 27° 51' 38" E	---	18.93'	---
2 02° 03' 47"	600.00'	55.00'	26.53'
3 N 27° 51' 38" E	---	174.78'	---

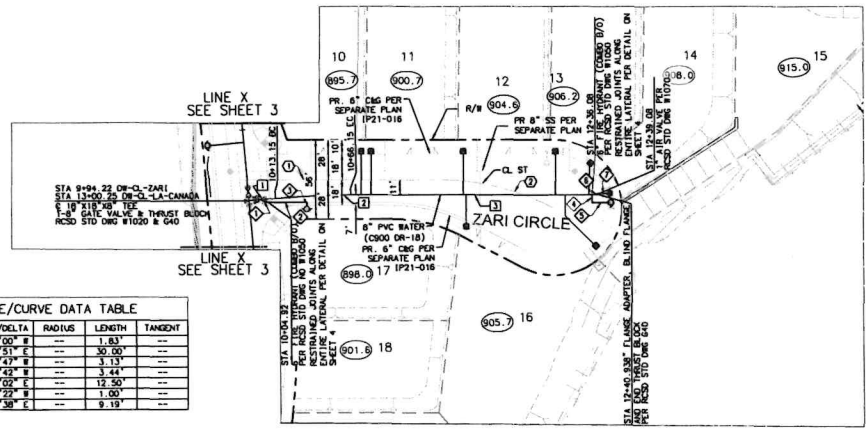
**WATER SERVICE LATERAL TABLE**

LOT NO.	AS-BUILT STA.	LOT NO.	AS-BUILT STA.
10	175	11	176
11	176	12	177
12	177	13	178
13	178	14	179
14	179	15	180
15	180	16	181

\*\* DIMENSION FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE

**LINE/CURVE DATA TABLE**

BEARING/Delta	RADIUS	LENGTH	TANGENT
1 N 66° 12' 00" E	---	1.83'	---
2 N 27° 47' 51" E	---	30.00'	---
3 N 62° 15' 47" E	---	3.13'	---
4 N 61° 50' 42" E	---	3.44'	---
5 N 28° 07' 02" E	---	12.50'	---
6 N 62° 08' 22" E	---	1.00'	---
7 N 27° 51' 38" E	---	9.19'	---



**LINE Z ZARI CIRCLE**



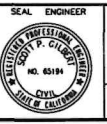
APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:

DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R. C. E. 48798

VOID AFTER ONE YEAR FROM THIS DATE

**REVISIONS**

NO.	DATE	BY



SEAL ENGINEER PREPARED BY: **PROACTIVE ENGINEERING CONSULTANTS**  
 200 South Main Street, Suite 300  
 Corona, CA 92882 (951) 288-3300

APPROVED BY: **Scott Gilbert**  
 REGISTERED ENGINEER NO. 22884, DATE \_\_\_\_\_

SCALE: AS SHOWN  
 FIELD BOOK  
 DESIGN  
 DRAWN  
 CHECKED

**RUBIDOUX COMMUNITY SERVICE DISTRICT**  
 TR. 32721 WATER IMPROVEMENT PLANS  
 WATER IMPROVEMENTS  
 LINE Z: 9+94.22 - 12+40.93

SHEET **4** OF 4 SHEETS  
 R.C.S.D. PLAN NO. \_\_\_\_\_

**CONSTRUCTION NOTES**

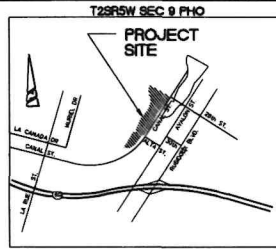
- INSTALL 8" PVC (C-900, DR-18) WATER MAIN PER RCSD STD. DWG. G20
- INSTALL 3/4" WATER METER WITH 1" SERVICE (8" PVC CONNECTION) PER RCSD STD. DWG. #1100
- INSTALL 3/4" WATER METER WITH 2" 360° FREE SPINNING VALVES WITH REDUCERS TO 1" SERVICE (18" DIP CONNECTION) PER RCSD STD. DWG. #1110
- INSTALL 8" HYDRANT ASSEMBLY PER RCSD STD. DWG. #1050
- INSTALL 1" AIR VALVE FOR 8" PVC PER RCSD STD. DWG. #1070
- INSTALL 2" AIR VALVE FOR 18" DIP PER RCSD STD. DWG. #1070
- INSTALL 8" FLANGED WATER GATE VALVE PER RCSD STD. DWG. #1020
- INSTALL 16" DIA STEEL CASING PER DETAIL ON SHEET 2
- INSTALL 16" DIP PIPELINE (C-250) W/ POLY-ETHYLENE ENCASEMENT & PROTECTION PER CORROSION REPORT
- INSTALL 18" FLANGED BUTTERFLY VALVE PER RCSD STD. DWG. #1030
- INSTALL 36" DIA STEEL CASING PER DETAIL ON SHEET 2
- INSTALL 18"x18"x18" CL350 D1 TEE
- INSTALL 8"x8"x8" CL350 D1 TEE
- INSTALL 8" CL350 90° D1 ELBOW BEND
- INSTALL 8" 11 25' CL350 D1 ELBOW BEND
- INSTALL 18" 11 25' CL350 D1 ELBOW BEND
- INSTALL 8" 22.5' CL350 D1 ELBOW BEND
- INSTALL 8" 45' CL350 D1 ELBOW BEND
- INSTALL 18" 45' CL350 D1 ELBOW BEND
- INSTALL THRUST BLOCK PER RCSD STD. DWG. G40
- INSTALL RESTRAINED JOINTS PER DETAIL ON SHEET 4
- INSTALL RESTRAINED HIGH DEFLECTION COUPLING PER ROMAC INDUSTRIES OR APPROVED EQUAL
- INSTALL 8" X 18" INCREASER CLASS 350 D1
- INSTALL 12" X 18" INCREASER CLASS 350 D1
- INSTALL CONNECTOR COUPLING PER ROMAC INDUSTRIES OR APPROVED EQUAL

ESTIMATED QUANTITIES	
LF	6609
EA	17
EA	6
EA	35
EA	14
EA	3
EA	34
LF	84
LF	2095
EA	3
LF	134
EA	2
EA	11
EA	1
EA	5
EA	3
EA	2
EA	45
LF	4219
EA	12
EA	1
EA	1
EA	1

# RUBIDOUX COMMUNITY SERVICES DISTRICT

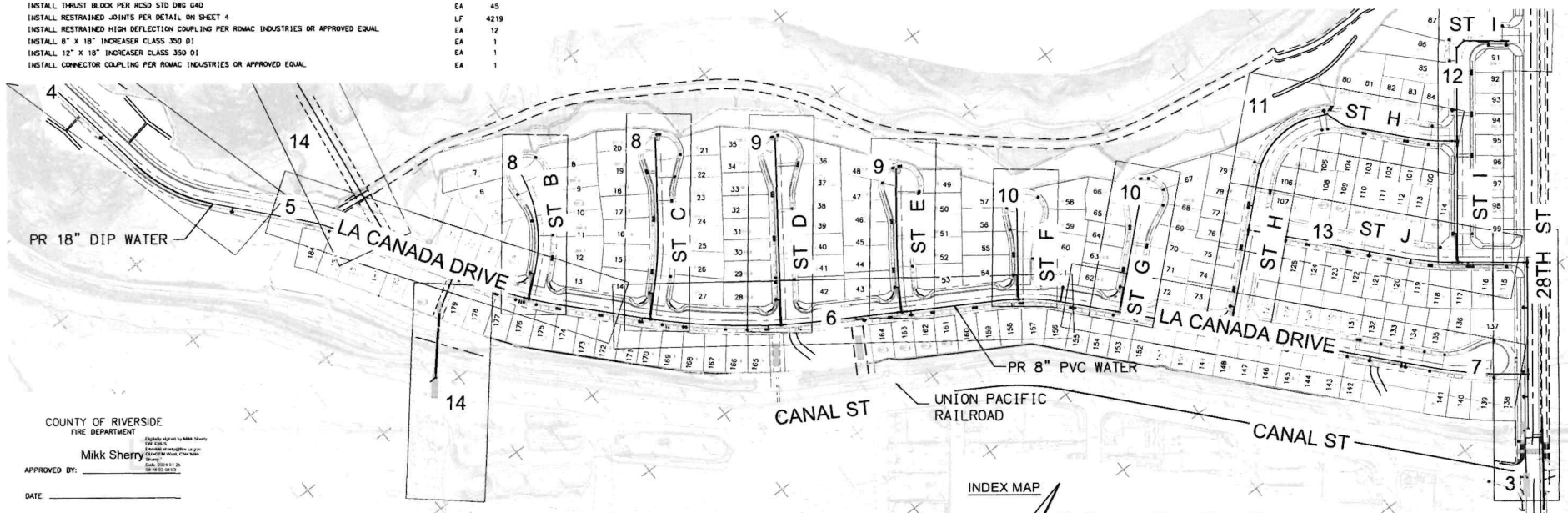
## EMERALD RIDGE TRACT 36947

### WATER IMPROVEMENT PLANS



**SOILS ENGINEER**  
 LEIGHTON GROUP  
 17781 COBAN,  
 IRVINE CA 92614  
 PHONE: (949) 561-4283  
 CONTACT: JOE ROE

**VICINITY MAP**  
NTA



COUNTY OF RIVERSIDE  
 FIRE DEPARTMENT  
 Mikk Sherry  
 APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**NOTICE TO CONTRACTORS**

CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO OBTAIN, INDICATE AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

ALL CONTRACTOR AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS". THIS CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR OR SUBCONTRACTORS COMPLIANCE WITH THE SAID REGULATIONS AND ORDERS.

CITY OF JURUPA VALLEY ENGINEERING DEPARTMENT APPROVED BY: _____	CITY OF JURUPA VALLEY ENGINEERING DEPARTMENT RECOMMENDED BY: _____
PAUL TOOR, CITY ENGINEER R.C.E. #46281	TINA YORK, DEVELOPMENT SERVICES MANAGER R.C.E. #46367

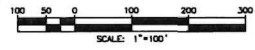
DESCRIPTION	SHEET INDEX	SHEET NO.
TITLE SHEET		1
DETAILS/NOTES		2
LINE 28TH STA 10+22.07 TO 14+01.56		3
LINE A STA 1+70.31 TO 8+00.00		4
LINE A STA 8+00.00 TO 17+00.00		5
LINE A STA 17+00.00 TO 27+00.00		6
LINE A STA 27+00.00 TO 36+50.18		7
LINE B STA 10+02.00 TO 12+97.80		8
LINE C STA 10+02.00 TO 13+63.82		9
LINE D STA 10+02.00 TO 13+93.90		9
LINE E STA 10+02.00 TO 13+01.14		10
LINE F STA 10+02.00 TO 12+15.58		10
LINE G STA 10+02.00 TO 12+02.42		11
LINE G STA 10+02.00 TO 18+28.62		11
LINE I STA 12+33.78 TO 17+98.98		12
LINE J STA 10+02.00 TO 15+92.00		13
18" WATER TANK FEEDER/UPPER CROSSING LICENSE AGREEMENT		15, 18

**BENCHMARK**  
 RIVERSIDE COUNTY  
 DESIGNATION: 008-002  
 530 TECHNOLOGY, SUITE 100  
 IRVINE CA 92618  
 ALUMINUM DISK STAMPED  
 RIVERSIDE COUNTY V# 2  
 2008 AT THE CORNER  
 OF ASTORING ROAD AND  
 34TH STREET.  
 ELEVATION (FEET):  
 913.63 (HD028)  
 ADJUSTED: 11/3/2008

**OWNER**  
 HIGH-POINT EMERALD RIDGE LLC  
 208 South Main Street, Suite 300  
 Corona, CA 92882 (951) 280-3300  
 CONTACT: TIM ENGLAND

**APPLICANT**  
 HIGH-POINT EMERALD RIDGE LLC  
 530 TECHNOLOGY, SUITE 100  
 IRVINE CA 92618  
 PHONE: (949) 473-0800  
 CONTACT: TIM ENGLAND

**BASIS OF BEARINGS**  
 THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CGS83, ZONE VI, BASED LOCALLY ON CONTROL STATIONS "M42", "MLFP", & "M02" NAD83 (NGRS2011) EPOCH 2010.00 AS SHOWN HEREIN



I CERTIFY THAT THE DESIGN OF THE WATER SYSTEM IN TRACT NO. 36947 IS IN GENERAL ACCORDANCE WITH THE WATER SYSTEM MASTER PLANS OF RUBIDOUX COMMUNITY SERVICES DISTRICT AND THAT THE WATER SERVICE, STORAGE AND DISTRIBUTION SYSTEM WILL BE ADEQUATE TO SUPPLY WATER SERVICE TO SAID TRACT. THIS CERTIFICATION DOES NOT CONSTITUTE A GUARANTEE THAT IT WILL SUPPLY WATER TO SAID TRACT AT ANY SPECIFIC QUANTITIES, FLOWS OR PRESSURES FOR FIRE PROTECTION OR ANY OTHER PURPOSE.

DIRECTOR OF ENGINEERING  
 R.C.E. #48798

APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:

DATE: \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. #48798

DATE	BY	REVISIONS



PREPARED BY:  
**PROACTIVE**  
 ENGINEERING CONSULTANTS  
 208 South Main Street, Suite 300  
 Corona, CA 92882 (951) 280-3300

APPROVED BY: **Scott Gilbert**  
 REGISTERED ENGINEER NO. 85194 DATE: \_\_\_\_\_

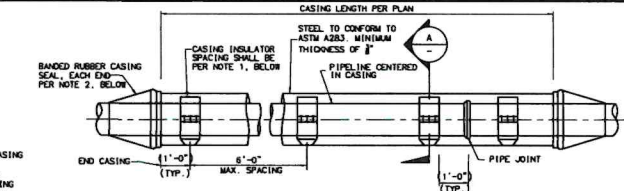
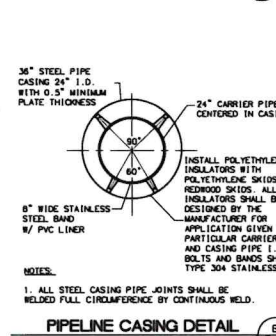
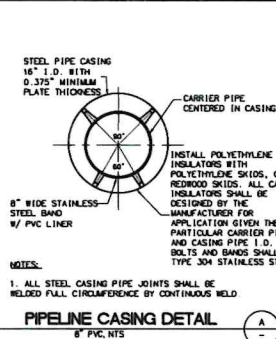
SCALE AS NOTED	RUBIDOUX COMMUNITY SERVICE DISTRICT	SHEET
FIELD BOOK	TR. 36947 WATER IMPROVEMENT PLANS	1
DESIGN	TITLE SHEET	of 16 SHEETS
DRAWN		R.C.S.D. PLAN NO.
CHECKED		

Drawing No. 2118107 - Emerald Ridge (Water Improvement) 10/2017 - 2007 - FILE SHEET

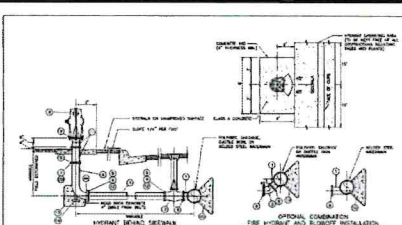
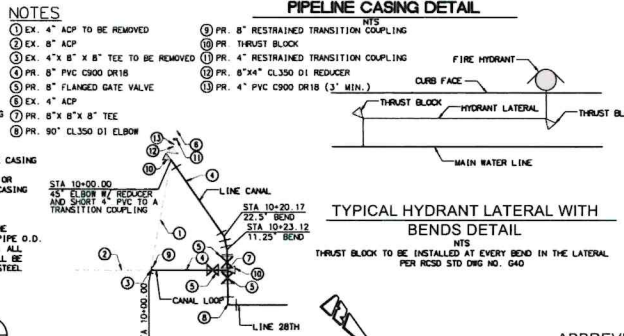


**GENERAL NOTES**

- ALL WORK SHALL CONFORM TO THE DESIGN AND CONSTRUCTION STANDARDS OF RCSD FOR WATER AND SANITARY SEWER FACILITIES.
- WATER SYSTEM SHALL BE CONSTRUCTED BY THE DEVELOPER FOR DEDICATION TO THE RUBIDOUX COMMUNITY SERVICES DISTRICT. CONSTRUCTION, WATER, AND WASTEWATER INSPECTION WITH RUBIDOUX COMMUNITY SERVICES DISTRICT STANDARDS. THE INSTALLATION SHALL MEET OR EXCEED THE REQUIREMENTS OF ALL PUBLIC AGENCIES HAVING JURISDICTION AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS. FAILURE TO MEET THESE REQUIREMENTS WILL BE CAUSE FOR REJECTION.
- CONSTRUCTION OF THE WATER SYSTEM SHALL NOT COMMENCE UNTIL A FINAL MAP HAS BEEN RECORDED BY RIVERSIDE COUNTY AND THE DEVELOPER'S ENGINEER HAS CERTIFIED THAT ALL STREET ARE CONSTRUCTED TO FINAL GRADE. WATERLINES SHALL BE INSTALLED AFTER CONSTRUCTION OF CURB AND GUTTER, SEWER, STORM DRAIN, AND PRIOR TO THE PLACEMENT OF CROSS-GUTTERS, SPANDRELS, AND PAVING.
- PIPE, FITTINGS, VALVES AND APPURTENANCES SHALL BE OF THE PIPE PRESSURE CLASS (NOT M.P.P. CLASS) SHOWN ON THE PROFILE OF THESE PLANS. (NOTE: CAST IRON FITTINGS SHALL NOT BE ALLOWED.)
- MINIMUM COVER OVER PIPE SHALL BE 42 INCHES. WHEN THE WATERLINE ENCOUNTERS AN OBSTRUCTION AND CROSSING OVER THE OBSTRUCTION WILL RESULT IN LESS THAN 42 INCHES OF COVER OVER THE WATERLINE, THE WATERLINE SHALL CROSS UNDER THE OBSTRUCTION (MIN. 12 INCHES CLEARANCE).
- CONTRACTOR SHALL PROVIDE TRENCH PROTECTION AND CONDUCT ALL CONSTRUCTION IN ACCORDANCE WITH CAL-OSHA REQUIREMENTS AND SHALL DETERMINE DEPTH AND LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO TRENCHING. OPEN TRENCH AT ANY ONE TIME SHALL BE LIMITED TO 500 FEET ALONG ROAD RIGHT OF WAY AND SHALL BE BACKFILLED AND COMPACTED AT THE CONCLUSION OF EACH DAY.
- BADGULL SHALL BE COMPACTED TO THE GREATER OF 90% RELATIVE DENSITY, EQUIVALENT TO SURROUNDING GROUND, OR TO THE REQUIREMENTS OF THE AGENCY HAVING JURISDICTION. THIS IS MORE STRINGENT. CONTACT UNDERGROUND SERVICE ALERT (800) 422-4133 PRIOR TO ANY EXCAVATION.
- DEPTH AND LOCATION OF EXISTING UNDERGROUND FACILITIES SHALL BE DETERMINED BY THE CONTRACTOR BY TRENCHING PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ALSO CONTACT UNDERGROUND SERVICE ALERT (800) 422-4133 PRIOR TO ANY EXCAVATION.
- WHERE THE WATER MAIN CROSSES STORM DRAINS, OTHER PIPELINES, TELEPHONE AND ELECTRIC DUCTS, OR SIMILAR INSTALLATIONS, A MINIMUM OF 12 INCHES OF CLEARANCE SHALL BE PROVIDED BETWEEN THE MAIN AND OTHER INSTALLATIONS. SEPARATION OF THE WATER AND SEWER LINES MUST COMPLY WITH THE RIVERSIDE COUNTY HEALTH DEPARTMENT STANDARDS AS SHOWN ON RIVERSIDE COUNTY STANDARD PLAN 609 AND RCSD STANDARD DRAWING 81010 AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH.
- CONNECTIONS TO EXISTING RCSD WATERLINES SHALL BE IN ACCORDANCE WITH STANDARD RCSD PROCEDURES AND SHALL NOT BE ACCOMPLISHED UNDER AN RCSD INSPECTOR IS PRESENT. NO CONNECTIONS TO EXISTING WATERLINES WILL BE ALLOWED ON PRIVATE PROPERTIES.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO APPLY TO THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, PERMIT SECTION, FOR AN ENCROACHMENT PERMIT, FOR ALL WORK ON EXISTING COUNTY MAINTAINED ROADS.
- ALL SERVICE LATERALS SHALL BE LOCATED AT RIGHT ANGLES TO THE MAIN UNLESS OTHERWISE INDICATED ON THE PLANS AND APPROVED BY THE RCSD.
- PIPE SHALL BE HANGED AS TO PROTECT THE PIPE AT ALL TIMES AND SHALL BE CAREFULLY REDDED TO PROVIDE CONTINUOUS BEARING TO PREVENT UNIFORM SETTLEMENT. PIPE SHALL BE PROTECTED AGAINST FLOTTATION AT ALL TIMES. OPEN ENDS SHALL BE SEALED AT ALL TIMES WHEN CONSTRUCTION IS NOT IN PROGRESS.
- PIPE JOINTS SHALL BE INSTALLED PER DISTRICT STANDARDS AND AS PROVIDED IN THE FIELD BY THE RCSD INSPECTOR. MANHOLES SHALL BE INSTALLED PER DISTRICT STANDARDS AND AS PROVIDED IN THE FIELD BY THE RCSD INSPECTOR. CONNECTIONS TO EXISTING RCSD PIPELINES SHALL NOT BE ACCOMPLISHED UNDER AN RCSD INSPECTOR IS PRESENT. RCSD MAY ELECT TO MAKE THE CONNECTIONS AT THE DEVELOPER'S EXPENSE. CONTRACTOR TO FIELD VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING WATERLINES PRIOR TO CONSTRUCTION.
- TEST PRESSURE SHALL BE 150% OF PIPE CLASS RATING (I.E.: 150-225 PSI TEST). SHALL BE UNDER CONTINUOUS INSPECTION. ADVANCE WARNING OF EXISTING WATERLINES PRIOR TO CONSTRUCTION.
- SURFACE IMPROVEMENTS DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE RECONSTRUCTED BY THE CONTRACTOR TO THE REQUIREMENTS OF THE AGENCY HAVING JURISDICTION.
- IF FIRE HYDRANTS AND AIR VALVES TO BE LOCATED PER THE AGENCY HAVING JURISDICTION.
- WATER METERS TO BE LOCATED PER PLAN. ANY RELOCATION SHALL BE APPROVED BY THE RCSD. A "B" SHALL BE IMPRINTED ON THE CURB FACE AT EACH SERVICE LATERAL (METER) LOCATION.
- CONTRACTOR SHALL PLACE INSULATED 14 OR SOLID COPPER LATERAL PIPE WITH ALL C-900 PVC PIPE TO ASSIST WITH FUTURE LOCATION.
- THE DEVELOPER SHALL PROVIDE ONE SET OF PRINTS SHOWING ALL "AS-BUILT" CONDITIONS INCLUDING THE STATIONING OF SEWER LATERAL CONNECTIONS AND PAD ELEVATIONS AS A CONDITION OF FINAL APPROVAL.
- ANY REVISION TO THESE DRAWINGS MUST BE APPROVED IN WRITING BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT.
- THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH "CONFINED AIR SPACE" ARTICLE 108, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE.
- ALL PIPE LARGER THAN 12" IN DIAMETER SHALL BE INSPECTED BY VIDEO CAMERA PRIOR TO BACTERIOLOGICAL TESTING.
- CONTRACTOR SHALL WARRANTY ALL WORK FOR 12 MONTHS AFTER THE DATE OF FINAL INSPECTION.



- NOTES**
- SPACING BETWEEN THE CASING INSULATORS SHALL BE PER THE MANUFACTURER'S RECOMMENDATIONS EXCEPT THAT THERE SHALL BE AT LEAST 4 CASING INSULATORS PER PIPE SECTION, ONE 12" FROM EACH JOINT AND ONE CENTERED. ADDITIONALLY, ONE INSULATOR SHALL BE INSTALLED 12" FROM EACH END OF THE CASING. SPACING BETWEEN CASING INSULATORS ON ANY SINGLE PIPE SHALL NOT EXCEED (6'-0"). REFER TO AWWA STANDARDS/RECC FOR ADDITIONAL INFO RELATED TO CASING INSULATORS.
  - BOTH ENDS OF THE CASING BETWEEN THE CASING AND THE CARRIER PIPE MUST BE SEALED WATER TIGHT USING CALPFOJ MODEL, M-8-FCV OR FCE 8" WIDE BANDS, OR APPROVED EQUAL. MATERIAL USED SHALL BE SUITABLE IN RECYCLED AND DOMESTIC WATER CONDITIONS.
  - STEEL CASING SHALL BE JACOD AND CARRIER PIPE SHALL BE INSTALLED PER RCSD SPECIFICATIONS.



NO.	REVISION	DATE	BY
1	ADD HYDRANT LATERAL CONNECTION TO MAIN WATER LINE		
2	ADD HYDRANT LATERAL CONNECTION TO MAIN WATER LINE		
3	ADD HYDRANT LATERAL CONNECTION TO MAIN WATER LINE		
4	ADD HYDRANT LATERAL CONNECTION TO MAIN WATER LINE		
5	ADD HYDRANT LATERAL CONNECTION TO MAIN WATER LINE		
6	ADD HYDRANT LATERAL CONNECTION TO MAIN WATER LINE		
7	ADD HYDRANT LATERAL CONNECTION TO MAIN WATER LINE		
8	ADD HYDRANT LATERAL CONNECTION TO MAIN WATER LINE		
9	ADD HYDRANT LATERAL CONNECTION TO MAIN WATER LINE		
10	ADD HYDRANT LATERAL CONNECTION TO MAIN WATER LINE		
11	ADD HYDRANT LATERAL CONNECTION TO MAIN WATER LINE		
12	ADD HYDRANT LATERAL CONNECTION TO MAIN WATER LINE		
13	ADD HYDRANT LATERAL CONNECTION TO MAIN WATER LINE		
14	ADD HYDRANT LATERAL CONNECTION TO MAIN WATER LINE		

**PRIVATE ENGINEER'S NOTICE TO CONTRACTORS**

THE EXISTENCE AND APPROXIMATE LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES OR STRUCTURES EXCEPT AS SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK ON EXCAVATION TO DETERMINE EXACT LOCATION OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION OF THESE LINES.

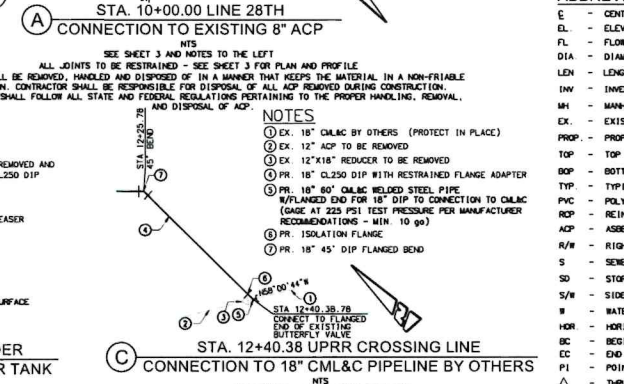
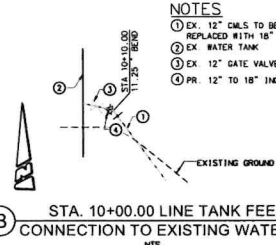
THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 811 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INDUSTRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

**RIVERSIDE COUNTY - FIRE DEPARTMENT**

IN ACCORDANCE WITH THE CONDITIONS OF APPROVAL, THE WATER SYSTEM SHALL BE DESIGNED TO BE CAPABLE OF PROVIDING 500 GPM FOR 1/2 HOUR DURATION AT A MINIMUM OF 20 PSI OPERATING PRESSURE.

**NOTES FOR DETAILS A, B & C**

- CONTRACTOR SHALL EXCAVATE AND EXPOSE EXISTING POINT OF CONNECTION TO DETERMINE EXACT LOCATION, SIZE AND MATERIAL. RECORD DRAWINGS MAY NOT BE ACCURATE. NOTIFY ENGINEER AND DISTRICT OF ANY VARIATION.
- ANY ANTICIPATED SYSTEM CONTINGENCY SHALL BE COORDINATED WITH THE DISTRICT AND AFFECTED CUSTOMERS NOTIFIED TO DISTRICTS SATISFACTION.
- DISTRICT SHALL FIELD CLOSE ADJACENT VALVES AND DEACTIVATE THE EXISTING PIPELINES AS NEEDED TO BEGIN CONNECTION WORK.
- ONCE DISTRICT INSPECTOR IS SATISFIED WITH NOTIFICATIONS, IDENTIFYING AND POINT OF CONNECTION, THE CONTRACTOR MAY PROCEED WITH LINE INSTALLATION. DIRECTION AND CONCEPTUAL CONNECTION DETAIL. CONTRACTOR MAY MAKE MINOR ADJUSTMENTS TO STEPS/PROCEDURES SHOWN WITH DISTRICT INSPECTOR APPROVAL. REQUESTS TO CONNECTION DETAILS SHALL BE SUBMITTED TO ENGINEER OF RECORD FOR REVIEW AND TO DISTRICT FOR APPROVAL PRIOR TO INSTALLATION.
- CONTRACTOR TO FURNISH AND INSTALL ALL CONNECTION PIPING AND FITTINGS AS REQUIRED.
- CONNECTION EFFORT SHALL CONFORM TO ELEVATIONS SHOWN IN PLAN & PROFILE SHEETS.



ABBREVIATIONS	LEGEND
CL - CENTER LINE	--- STREET CENTER LINE
EL - ELEVATION	- - - - - EX./PROP. RIGHT OF WAY
FL - FLOW LINE	- - - - - PROPOSED CURB AND GUTTER
DIA - DIAMETER	- - - - - EXISTING EASEMENT
LEN - LENGTH	- - - - - DAYLIGHT LINE
INV - INVERT	- - - - - PROPOSED STORM DRAIN
MH - MANHOLE	- - - - - EXISTING SEWER LINE
EX - EXISTING	- - - - - PROPOSED WATER LINE
PROP - PROPOSED	- - - - - PROPOSED WATER LINE
TOP - TOP OF PIPE	892.5
BOP - BOTTOM OF PIPE	▶ PROPOSED REDUCER
TYP - TYPICAL	▶ PROPOSED FIRE HYDRANTS
PVC - POLYMERIZING VINYL CHLORIDE	▶ PROPOSED GATE VALVE PER RCSD STD. DWG. NO. 81020
RP - REINFORCED CONCRETE PIPE	▶ PROPOSED STREET LIGHTS
ACP - ASBESTOS-CEMENT PIPE	▶ PROPOSED STORM DRAIN MANHOLE PER RCSD STD. DWG. NO. 811-254
R/W - RIGHT-OF-WAY	▶ PROPOSED STORM DRAIN CATCH BASIN
S - SEWER	▶ PROPOSED SEWER MANHOLE PER RCSD STD. DWG. NO. 52030
SD - STORM DRAIN	▶ PROPOSED AIR RELEASE VALVE
S/W - SIDE WALK	▶ PROPOSED BLOW-OFF
W - WATER	▶ POINT OF INFLECTION
HOR - HORIZONTAL	▶ PROPOSED CLEANOUT PER RCSD STD. DWG. NO. 52070
BC - BEGINNING OF CURVE	▶ THRUST BLOCK PER RCSD STD. DWG. NO. 640
EC - END OF CURVE	▶ PROPOSED 1\"/>



APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION.

DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48798

VOID AFTER ONE YEAR FROM THIS DATE

NO.	REVISIONS	DATE	BY

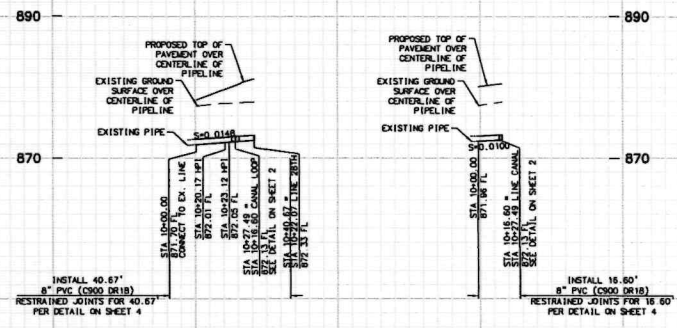
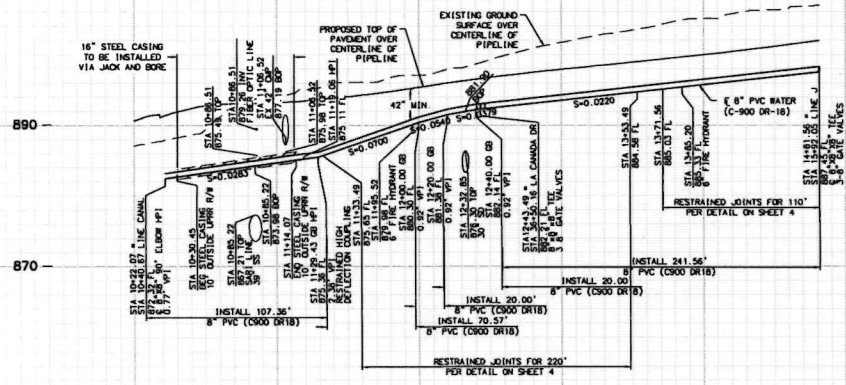


PREPARED BY: **PROACTIVE ENGINEERING CONSULTANTS**  
300 South Main Street, Suite 200  
Corona, CA 92882 (951) 280-5300

APPROVED BY: **Scott Gilbert**  
REGISTERED ENGINEER NO. 8338, DATE \_\_\_\_\_

RUBIDOUX COMMUNITY SERVICE DISTRICT  
TR. 36947 WATER IMPROVEMENT PLANS

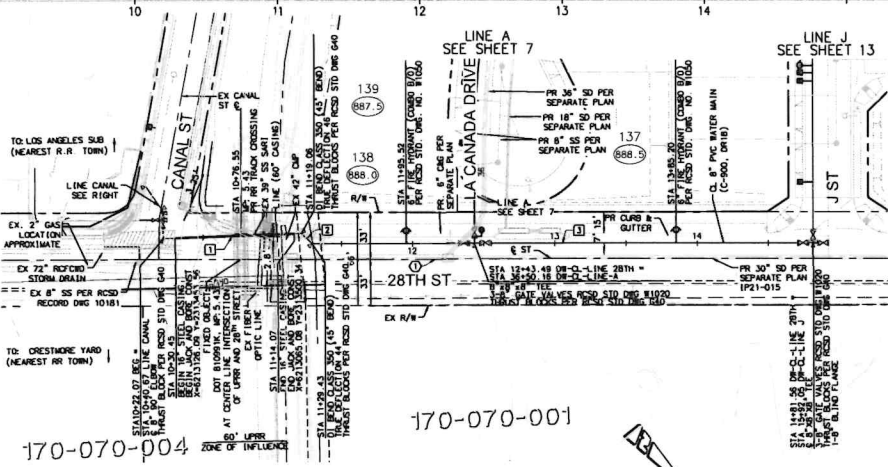
SHEET **2** OF 16 SHEETS  
R.C.S.D. PLAN NO. \_\_\_\_\_



LINE CANAL PROFILE

CANAL LOOP PROFILE

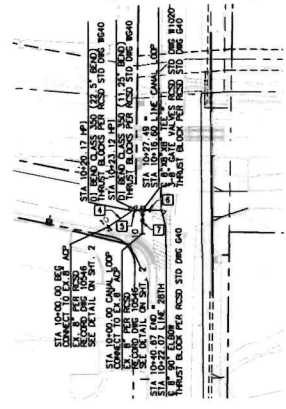
MAXIMUM DESIGN PRESSURE: 65 PSI  
 PROFILE  
 HORIZ: 1" = 40'  
 VERT: 1" = 8'



2" 3" IPS PLASTIC GAS MAIN ON SOUTH SIDE OF 28TH STREET. LOCATION SHOWN IS APPROXIMATE.

LINE/CURVE DATA TABLE				
NO	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N54°50'20"W	---	98.99'	---
2	N08°28'47"W	---	10.37'	---
3	N52°30'09"W	---	352.13'	---
4	N24°57'31"E	---	29.17'	---
5	N24°58'43"E	---	2.85'	---
6	S36°29'45"W	---	17.55'	---
7	N52°55'09"W	---	18.80'	---

STREET LINE/CURVE DATA TABLE			
NO	BEARING/Delta	RADIUS	TANGENT
1	N52°50'09"W	---	487.83'



**SAWPA BRINE LINE NOTES:**  
 CONTRACTOR TO POTHOLE BRINE LINE TO CONFIRM LOCATION AND ELEVATION BEFORE CONSTRUCTION. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY VARIATION FROM PLAN.  
 ANY DAMAGE OR DISPLACEMENT OF THE BRINE LINE IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED TO THE SATISFACTION OF SAWPA. SAWPA SHALL BE ALLOWED TO HAVE AN INSPECTOR ON SITE PRIOR TO AND DURING CONSTRUCTION. CONSTRUCTION SHALL NOT COMMENCE UNTIL SAWPA IS ASSURED THAT NO IMPACT TO THE BRINE LINE WILL OCCUR.

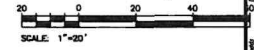
LINE CANAL + CANAL LOOP

CANAL STREET  
 LINE CANAL: 10+00.00 - 10+40.67

170-070-004

170-070-001

LINE 28TH  
 28TH STREET



APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:  
 DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48798  
 VOID AFTER ONE YEAR FROM THIS DATE

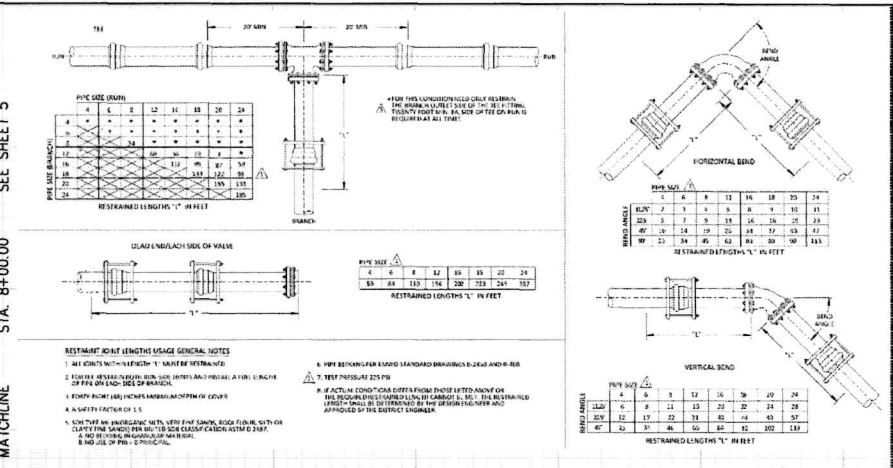
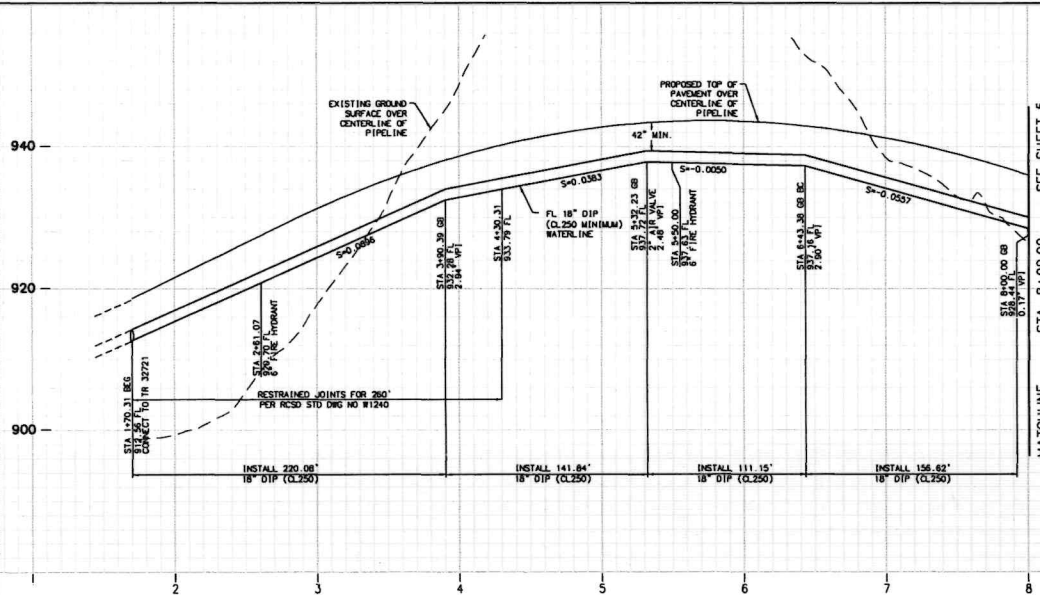
NO	REVISIONS	DATE	BY



PREPARED BY:  
**PROACTIVE**  
 ENGINEERING CONSULTANTS  
 300 South Main Street, Suite 200  
 Corona, CA 92882 (951) 280-3300  
 APPROVED BY: **Scott Gilbert**  
 REGISTERED ENGINEER NO. 63384 DATE \_\_\_\_\_

SCALE AS NOTED  
 FIELD BOOK  
 DESIGN  
 DRAWN  
 CHECKED  
**RUBIDOUX COMMUNITY SERVICE DISTRICT**  
 TR. 36947 WATER IMPROVEMENT PLANS  
 LINE 28TH: 10+22.07 - 14+81.56  
 LINE CANAL AND CANAL LOOP  
 SHEET  
 3  
 OF 16 SHEETS  
 R.C.S.D. PLAN NO. \_\_\_\_\_





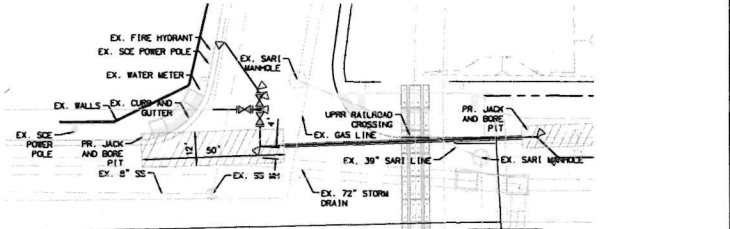
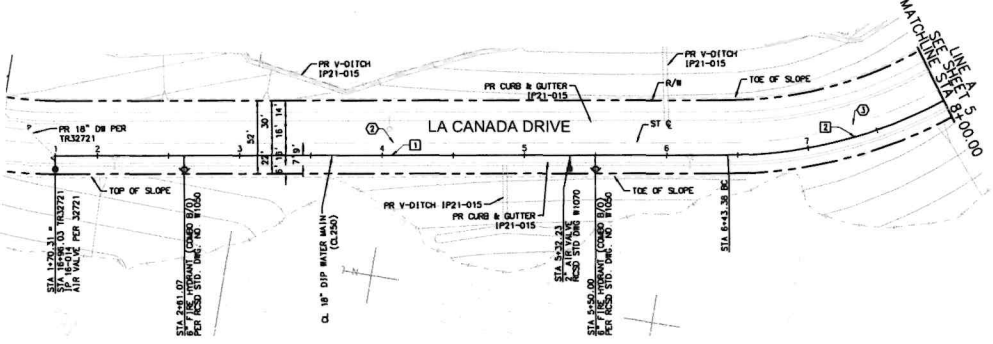
**RESTRAINED JOINTS DETAIL**

MAXIMUM DESIGN PRESSURE: 47 PSI  
 PROFILE  
 HORIZ: 1" = 40'  
 VERT: 1" = 8'

WATER LINE/CURVE DATA TABLE				
NO.	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N80°59'44"E	--	473.07'	--
2	S2°48'51"	317.00'	156.62'	93.34'

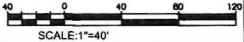
LINE/CURVE DATA TABLE				
NO.	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N80°59'44"E	300.00'	234.49'	73.52'
2	N80°59'44"E	--	470.04'	--
3	S3°09'16"	300.00'	178.23'	91.69'
TOTAL				

RESTRAINED JOINTS FOR PVC PIPE SHALL BE PROVIDED BY A CLAMPING RING AND AN ADDITIONAL RING DESIGNED TO SEAT ON THE BELL END OF THE PIPE. THE RINGS SHALL BE CONNECTED WITH T-HEAD BOLTS OR RODS. RESTRAINING DEVICES SHALL PROVIDE FULL (360 DEGREE) SUPPORT AROUND THE CIRCUMFERENCE OF THE PIPE. NO POINT LOADING SHALL BE PERMITTED. RESTRAINT OF MECHANICAL JOINT FITTINGS SHALL BE PROVIDED BY A CLAMPING RING INSTALLED ON THE PVC PIPE AND CONNECTED TO THE MECHANICAL JOINT FITTING WITH T-HEAD BOLTS OR RODS. RESTRAINING DEVICES SHALL MEET OR EXCEED THE REQUIREMENTS OF ASTM F-1624 RESTRAINING DEVICES SHALL BE LIFT-FLANGE SERIES 1300, STAR PIPE PRODUCTS SERIES 1000, EBA IRON SERIES 1500, OR EBA SERIES 2000PY OR APPROVED EQUAL. ALL BURIED STEEL PARTS SHALL BE SAND BLASTED IN ACCORDANCE WITH THE COATING MANUFACTURERS TECHNICAL DATA SHEET FOR "SUBMERGED" SERVICE AND COATED WITH A TWO COAT EPOXY. EPOXY SHALL BE THERMATIC SERIES 66 OR EQUAL. ALL BOLTS AND TIE ROD MATERIALS SHALL BE EITHER HIGH STRENGTH CAST IRON CONTAINING A MINIMUM OF 0.5% COPPER OR HIGH-STRENGTH, LOW ALLOY STEEL, AS SPECIFIED IN AISC-C-111 FOR BURIED MECHANICAL JOINTS.





**ADDITIONAL DETAIL**

LINE 28TH - 28TH STREET  
 SEE SHEET 3

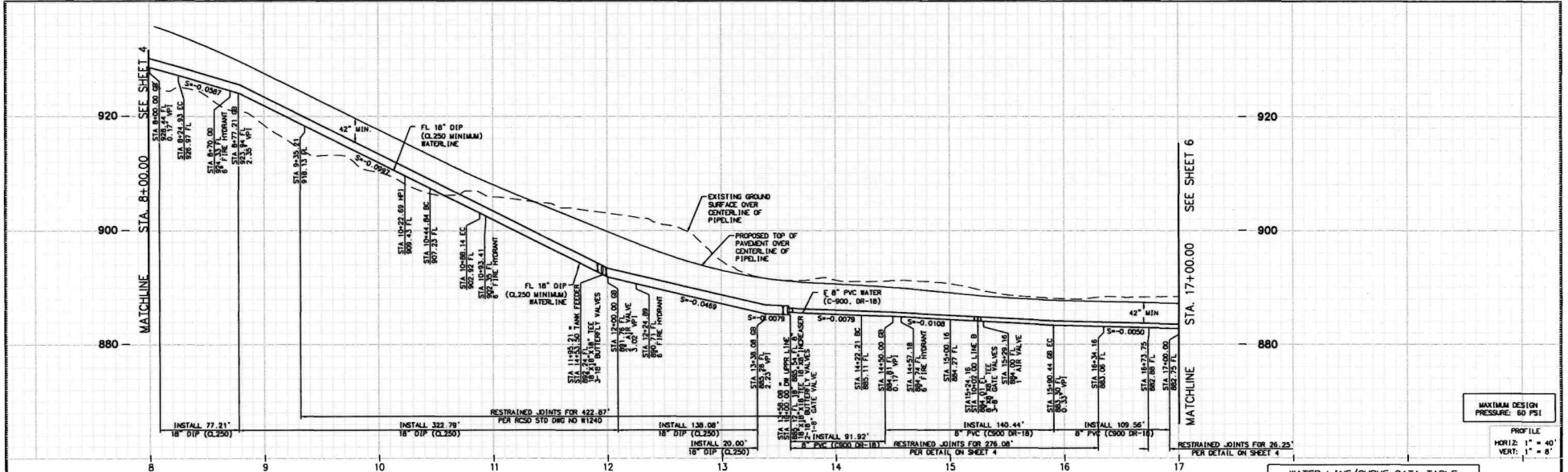


CONDUIT SITE SURVEY TO BE PERFORMED AND SUBMITTED TO DISTRICT FOR APPROVAL PRIOR TO ANY PLACEMENT OF WATER OR SEWER FACILITIES.

**LINE A**  
 LA CANADA DRIVE

 <p>Call before you dig              1-800-485-4133</p>	APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:  DATE _____ DIRECTOR OF ENGINEERING, R.C.E. - 48798	SEAL ENGINEER 	PREPARED BY: <b>PROACTIVE</b> ENGINEERING CONSULTANTS 200 South Main Street, Suite 300 Corona, CA 92882 (951) 260-3300	SCALE AS NOTED FIELD BOOK DESIGN DRAWN CHECKED	RUBIDOUX COMMUNITY SERVICE DISTRICT TR. 36947 WATER IMPROVEMENT PLANS  LINE A: 1+70.31 - 8+00.00	SHEET 4 OF 16 SHEETS R.C.S.D. PLAN NO.
	VOID AFTER ONE YEAR FROM THIS DATE		APPROVED BY: <b>Scott Gilbert</b> REGISTERED ENGINEER NO. 45888, DATE _____			

DRAWN BY: EX. 06/2017 - 11/10/2017 (Current design) (Design) (Water Improvement) (RUBIDOUX) - 36947



MAXIMUM DESIGN PRESSURE: 60 PSI  
 PROFILE  
 HORIZ: 1" = 40'  
 VERT: 1" = 8'

CORROSION SITE SURVEY TO BE PERFORMED AND SUBMITTED TO DISTRICT FOR APPROVAL PRIOR TO ANY PLACEMENT OF WATER OR SEWER FACILITIES

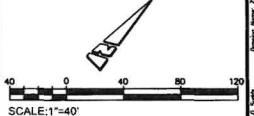
NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	32°48'51"	317.00'	24.93'	93.34'
2	N48°10'53"E	---	197.75'	---
3	N49°30'37"E	---	22.15'	---
4	08°35'01"	289.00'	43.30'	21.89'
5	N58°25'39"E	---	334.97'	---
6	11°53'07"	811.00'	168.23'	84.42'
7	N46°32'32"E	---	109.58'	---

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	33°09'18"	308.00'	178.23'	91.69'
2	N47°50'28"E	---	269.64'	---
3	10°35'11"	300.00'	55.43'	27.79'
4	N58°25'39"E	---	332.97'	---
5	11°53'07"	800.00'	165.85'	83.27'
6	N46°32'32"E	---	174.30'	---

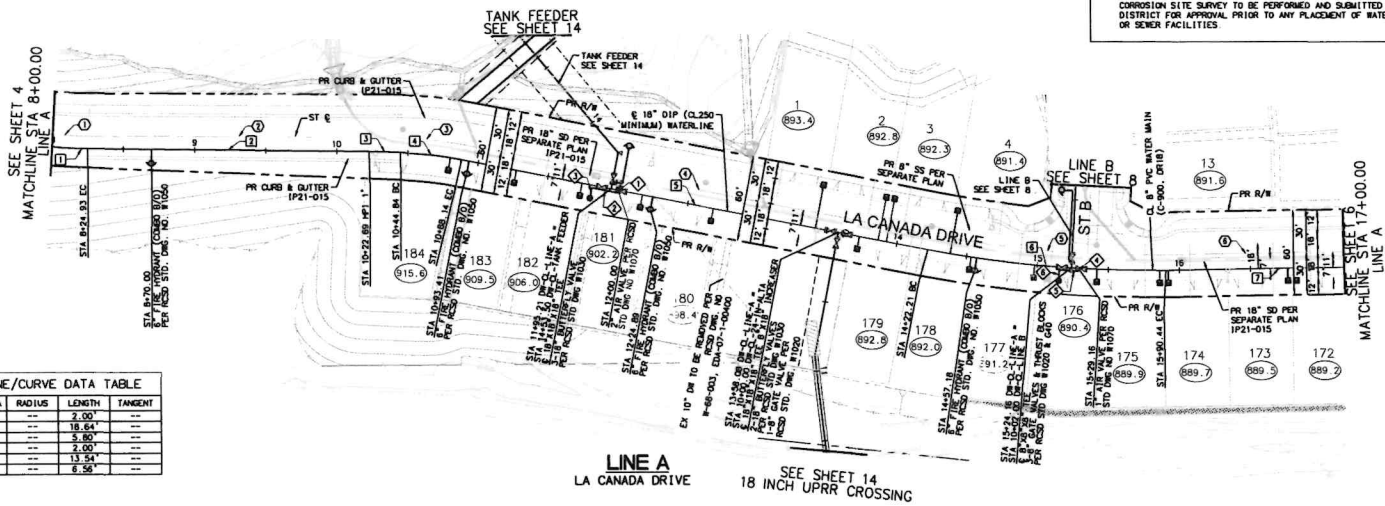
LOT NO.	AS-BUILT STA.	LOT NO.	AS-BUILT STA.
1	178		
2	179		
3	180		
4	181		
172	182		
173	183		
174	184		
175			
176			
177			

\*\* DIMENSION FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE

CONTRACTOR TO SUBMIT TEMPORARY HIGH-LINE PLAN TO MAINTAIN TANK OPERATION AND SEQUENCE OF CONSTRUCTION FOR DISTRICT APPROVAL PRIOR TO COMMENCING CONSTRUCTION

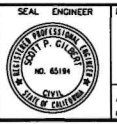


NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N31°54'21"E	2.30'	---	---
2	N54°25'39"E	---	18.64'	---
3	N31°34'21"E	---	5.80'	---
4	N38°53'40"E	---	2.80'	---
5	N51°02'20"E	---	13.54'	---
6	N38°53'40"E	---	6.56'	---



APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:  
 DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48798  
 VOID AFTER ONE YEAR FROM THIS DATE

NO.	REVISIONS	DATE	BY



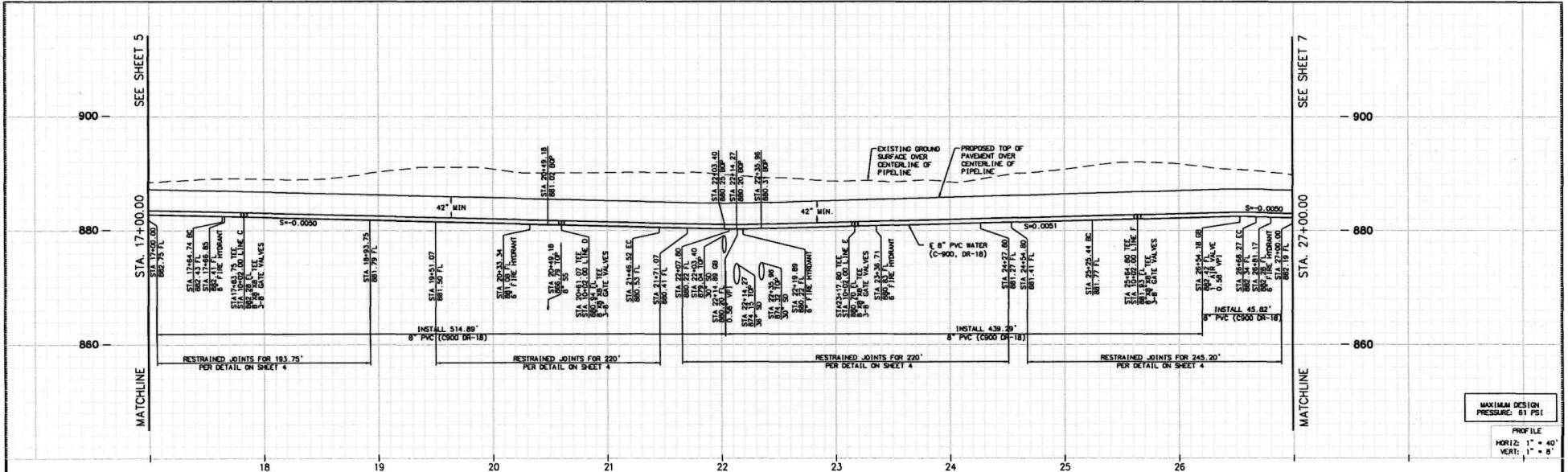
PREPARED BY:  
**PROACTIVE**  
 ENGINEERING CONSULTANTS  
 208 South Main Street, Suite 200  
 Corona, CA 92882 (951) 280-3300  
 APPROVED BY: **Scott Gilbert**  
 REGISTERED ENGINEER NO. 63384 DATE \_\_\_\_\_

SCALE AS NOTED  
 FIELD BOOK  
 DESIGN  
 DRAWN  
 CHECKED

RUBIDOUX COMMUNITY SERVICE DISTRICT  
 TR. 36947 WATER IMPROVEMENT PLANS  
 LINE A: 8+00.00 - 17+00.00

SHEET  
 5  
 of 16 SHEETS  
 R.C.S.D. PLAN NO.

Drawing Number: TR. 36947-05 (Water Improvement) Date: 08/11/2011 10:00 AM



MAXIMUM DESIGN PRESSURE: 81 PSI  
 PROFILE  
 HORIZ: 1" = 40'  
 VERT: 1" = 8'

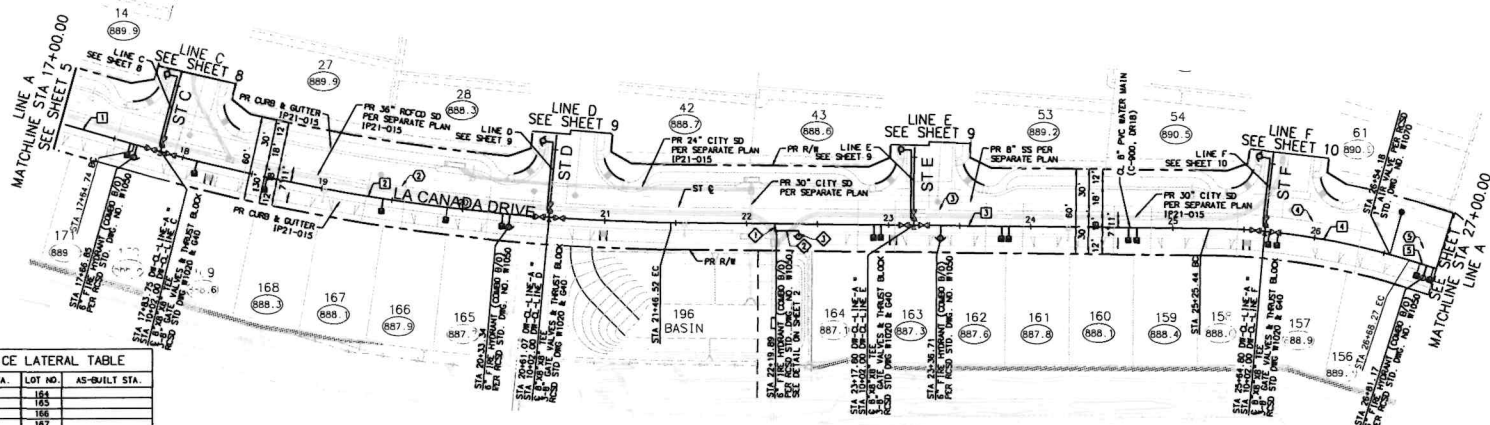
WATER LINE/CURVE DATA TABLE				
LINE	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N46°32'52"E	---	64.74	---
2	S5°30'11"E	1413.00	381.78	192.34
3	N31°02'21"E	---	378.92	---
4	S16°44'09"E	487.00	142.83	71.64
5	N47°48'50"E	---	31.73	---

STREET LINE/CURVE DATA TABLE				
LINE	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N46°32'52"E	---	174.30	---
2	S5°30'11"E	1400.00	378.81	180.57
3	N31°02'21"E	---	378.92	---
4	S16°44'09"E	500.00	148.05	73.55
5	N47°48'50"E	---	359.80	---

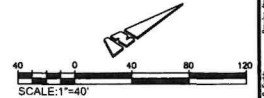
LATERAL LINE/CURVE DATA TABLE				
LINE	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N50°57'59"E	---	5.00	---
2	N31°02'21"E	---	18.97	---
3	N50°57'59"E	---	3.49	---

WATER SERVICE LATERAL TABLE			
LOT NO.	AS-BUILT STA.	LOT NO.	AS-BUILT STA.
156	164	164	164
157	165	165	165
158	166	166	166
159	167	167	167
160	168	168	168
161	169	169	169
162	170	170	170
163	171	171	171

\* DIMENSION FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE



**LINE A**  
LA CANADA DRIVE



APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:

DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R. C. E. 48798

VOID AFTER ONE YEAR FROM THIS DATE

NO.	REVISIONS	DATE	BY



PREPARED BY:  
**PROACTIVE**  
ENGINEERING CONSULTANTS  
205 South Main Street, Suite 300  
Corona, CA 92882 (951) 280-3300

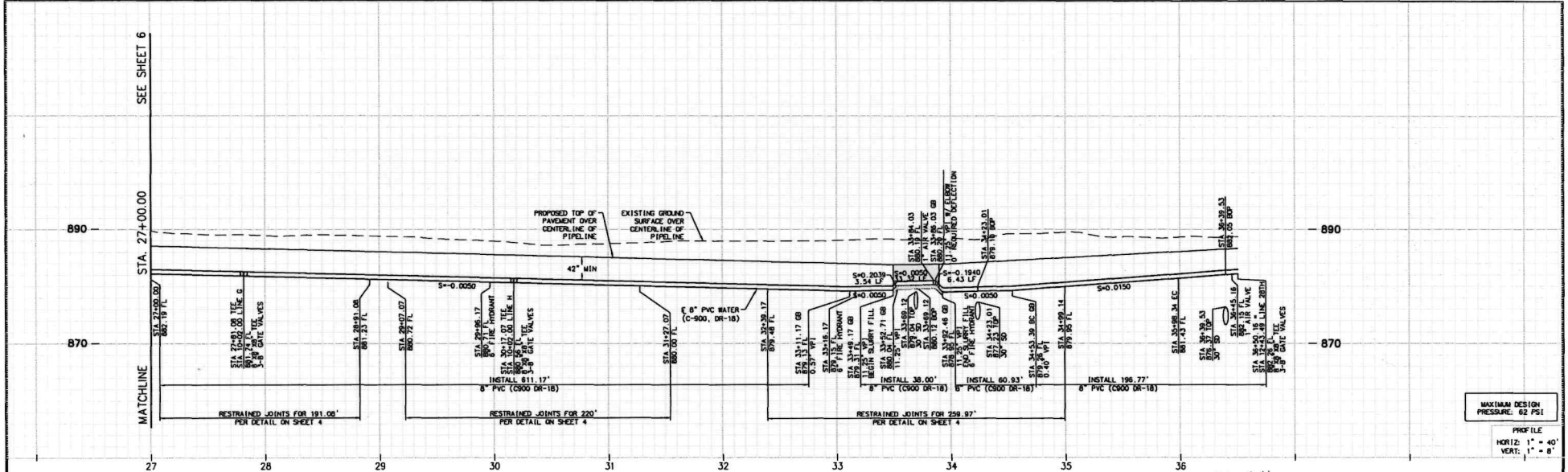
APPROVED BY: Scott Gilbert  
REGISTERED ENGINEER NO. 85194, DATE \_\_\_\_\_

SCALE AS NOTED  
FIELD BOOK  
DESIGN  
DRAIN  
CHECKED

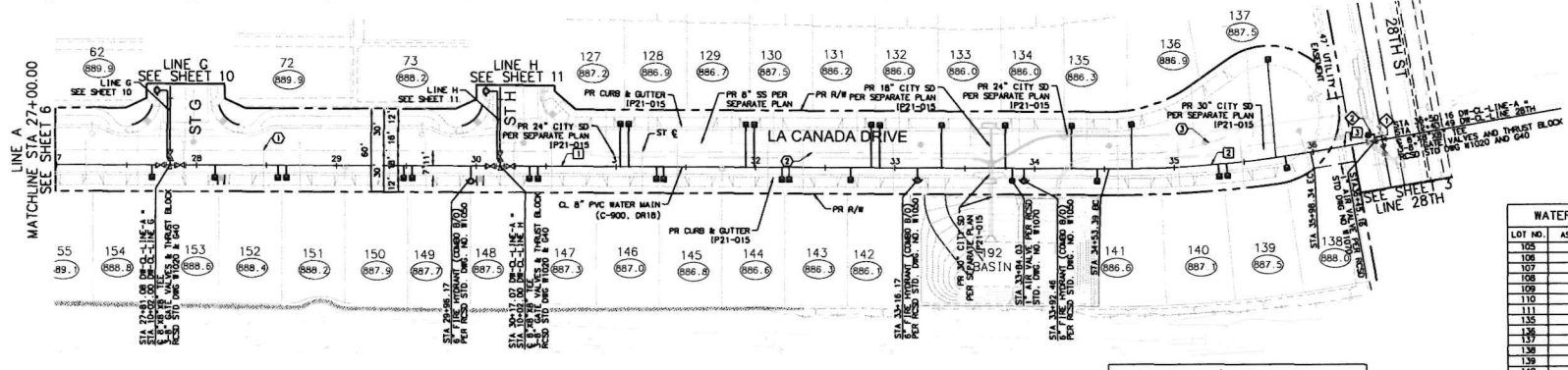
RUBIDOUX COMMUNITY SERVICE DISTRICT  
TR. 36947 WATER IMPROVEMENT PLANS

LINE A: 17+00.00 - 27+00.00

SHEET  
**6**  
of 16 SHEETS  
R.C.S.D. PLAN NO. \_\_\_\_\_



MAXIMUM DESIGN PRESSURE: 62 PSI  
 PROFILE  
 HORIZ: 1" = 40'  
 VERT: 1" = 8'



**WATER SERVICE LATERAL TABLE**

LOT NO.	AS-BUILT STA.	LOT NO.	AS-BUILT STA.
105	141	108	142
107	143	109	144
108	144	110	146
109	145	111	147
110	146	112	148
111	147	113	149
112	148	114	150
113	149	115	151
114	150	116	152
115	151		
116	152		

\* DIMENSION FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE

**STREET LINE/CURVE DATA TABLE**

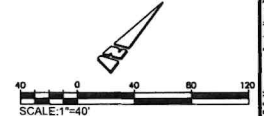
STATION	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N47°48'30"E	---	356.80	---
2	N47°48'30"E	---	323.32	---
3	S1°02'05"	177.24'	98.00'	49.21'

**LATERAL LINE/CURVE DATA TABLE**

STATION	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N53°30'00"E	---	1.00	---
2	N37°29'51"E	---	3.33	---

**WATER LINE/CURVE DATA TABLE**

STATION	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N47°48'30"E	---	753.39	---
2	N47°48'30"E	---	144.95	72.85'
3	N37°32'04"E	---	51.82	---



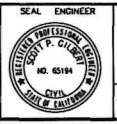
APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:

DATE: \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48798

VOID AFTER ONE YEAR FROM THIS DATE

**REVISIONS**

NO.	DATE	BY



SEAL ENGINEER  
 PREPARED BY:  
**PROACTIVE**  
 ENGINEERING CONSULTANTS  
 200 South Main Street, Suite 3000  
 Corona, CA 92882 (951) 280-3300

APPROVED BY: **Scott Gilbert**  
 REGISTERED ENGINEER NO. 65194 - DATE: \_\_\_\_\_

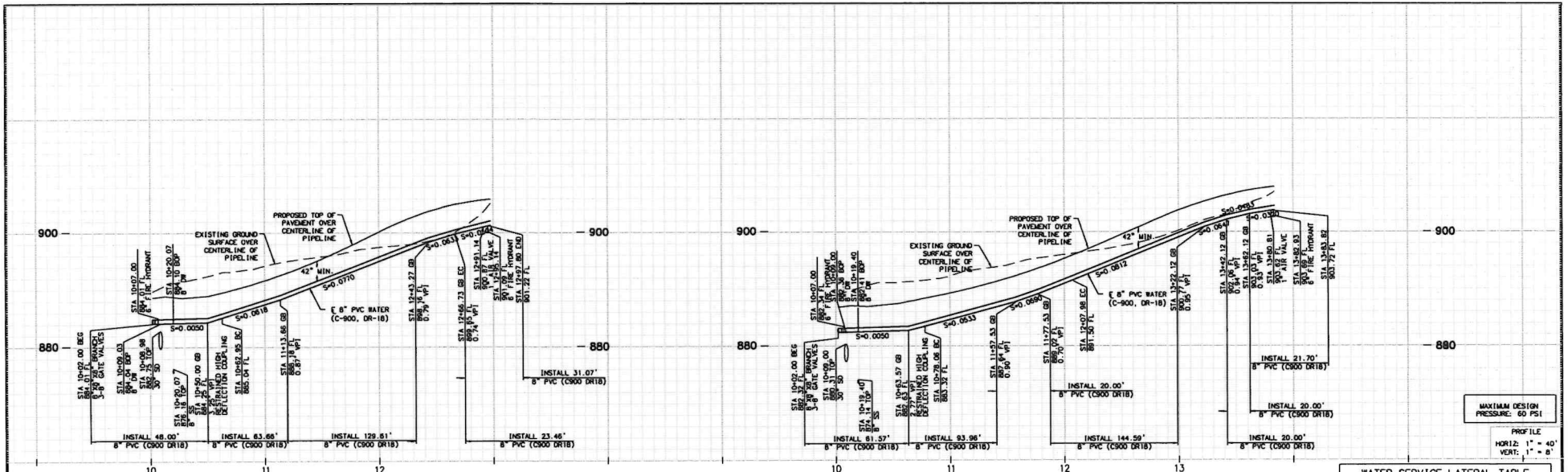
SCALE AS NOTED  
 FIELD BOOK  
 DESIGN  
 DRAWN  
 CHECKED

**RUBIDOUX COMMUNITY SERVICE DISTRICT**  
 TR. 36947 WATER IMPROVEMENT PLANS

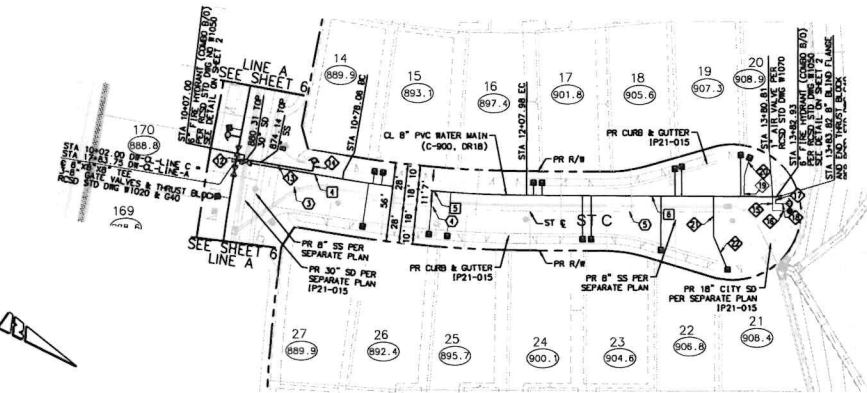
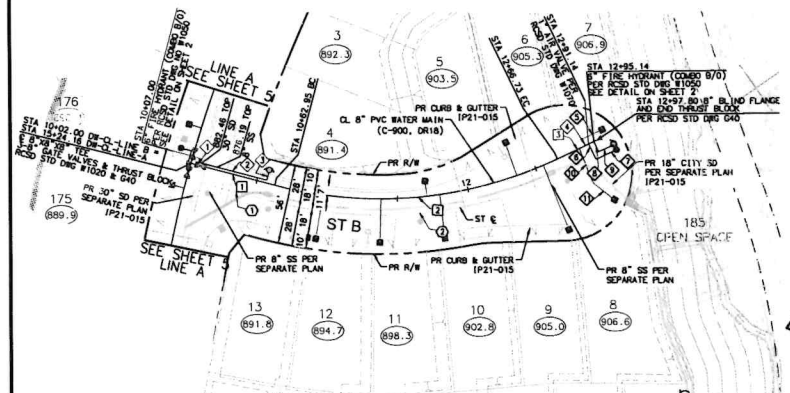
LINE A. 27+00.00 - 36+50.16

SHEET  
**7**  
 of 16 SHEETS  
 R.C.S.D. PLAN NO.





MAXIMUM DESIGN PRESSURE: 60 PSI  
 PROFILE  
 HORIZ: 1" = 40'  
 VERT: 1" = 8'



LOT NO.	AS-BUILT STA.	LOT NO.	AS-BUILT STA.
5		17	
6		18	
7		19	
8		20	
9		21	
10		22	
11		23	
12		24	
13		25	
14		26	
15		27	

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N50°28'51"E	---	2.00'	---
2	N38°33'09"W	---	49.55'	---
3	N50°28'51"E	---	5.57'	---
4	N10°03'38"E	---	3.06'	---
5	N79°56'22"W	---	15.41'	---
6	N10°03'38"E	---	11.93'	---
7	N79°56'22"W	---	15.75'	---
8	N10°03'38"E	---	7.97'	---
9	N29°58'29"E	---	11.81'	---
10	N14°05'50"E	---	24.92'	---
11	N18°28'41"W	---	15.92'	---
12	N54°06'54"W	---	2.00'	---
13	N44°40'35"W	---	49.23'	---
14	N45°19'25"E	---	8.57'	---
15	N53°53'28"E	---	10.05'	---
16	N54°06'54"W	---	12.33'	---
17	N53°53'28"E	---	4.84'	---
18	N54°06'54"W	---	8.68'	---
19	N53°53'28"E	---	14.70'	---
20	N52°27'18"E	---	13.35'	---
21	N53°53'28"E	---	28.15'	---
22	N13°21'42"E	---	25.63'	---

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N39°33'09"W	---	49.94'	---
2	40°23'13"	300.00'	211.47'	110.34'
3	N44°40'35"W	---	85.01'	---
4	09°25'50"	800.00'	131.71'	86.00'
5	N54°06'54"W	---	144.84'	---

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N39°33'09"W	---	60.95'	---
2	40°23'13"	289.00'	203.78'	106.29'
3	N79°56'22"W	---	31.07'	---
4	N44°40'35"W	---	76.06'	---
5	09°25'50"	789.00'	129.92'	85.10'
6	N54°06'54"W	---	175.84'	---

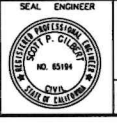


APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION.

DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48798

VOID AFTER ONE YEAR FROM THIS DATE

NO.	REVISIONS	DATE	BY

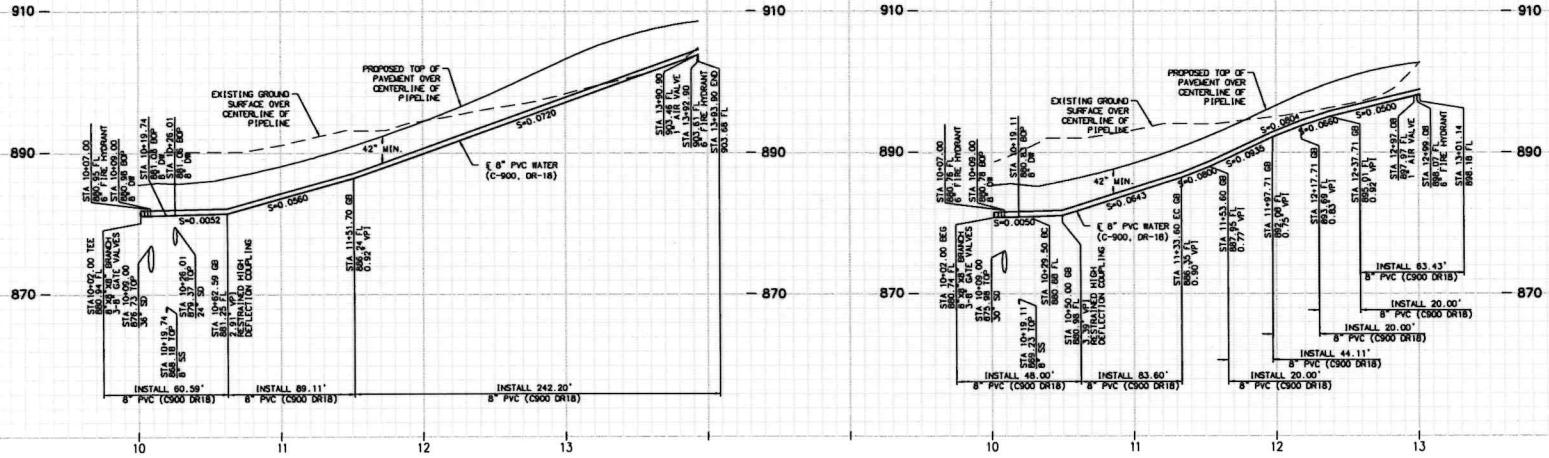


SEAL ENGINEER  
 PREPARED BY: **PROACTIVE** ENGINEERING CONSULTANTS  
 235 South Main Street, Suite 300  
 Corona, CA 92682 (951) 289-3300  
 APPROVED BY: Scott Gilbert  
 REGISTERED ENGINEER NO. 83838, DATE \_\_\_\_\_

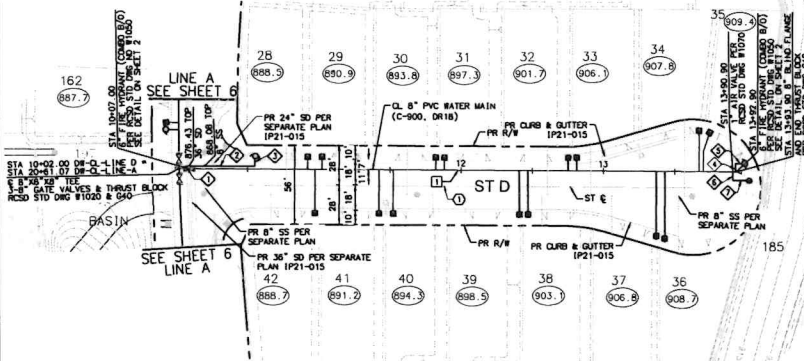
SCALE AS NOTED  
 FIELD BOOK  
 DESIGN  
 DRAWN  
 CHECKED

RUBIDOUX COMMUNITY SERVICE DISTRICT  
 TR. 36947 WATER IMPROVEMENT PLANS  
 LINE B: 10+02.00 - 12+97.80  
 LINE C: 10+02.00 - 13+83.82

SHEET  
 8  
 OF 16 SHEETS  
 R.C.S.D. PLAN NO. \_\_\_\_\_

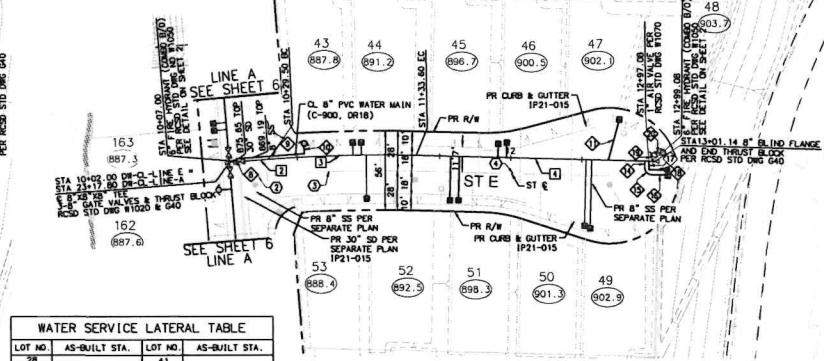


MAXIMUM DESIGN PRESSURE: 61 PSI  
 PROFILE  
 HORIZ: 1" = 40'  
 VERT: 1" = 8'



LOT NO.	AS-BUILT STA.	LOT NO.	AS-BUILT STA.
28	41	30	43
29	42	31	44
30	43	32	45
31	44	33	46
32	45	34	47
33	46	35	48
34	47	36	49
35	48	37	50
36	49	38	51
37	50	39	52
38	51	40	53
39	52		
40	53		

\* DIMENSION FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE



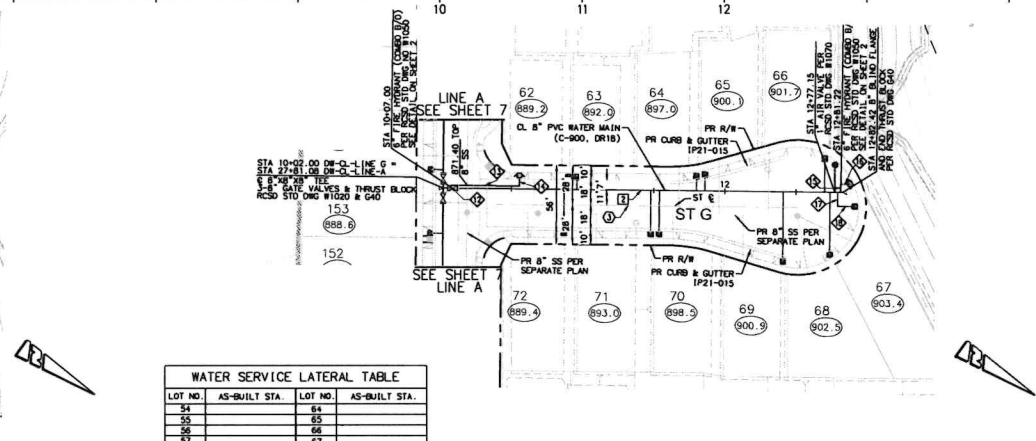
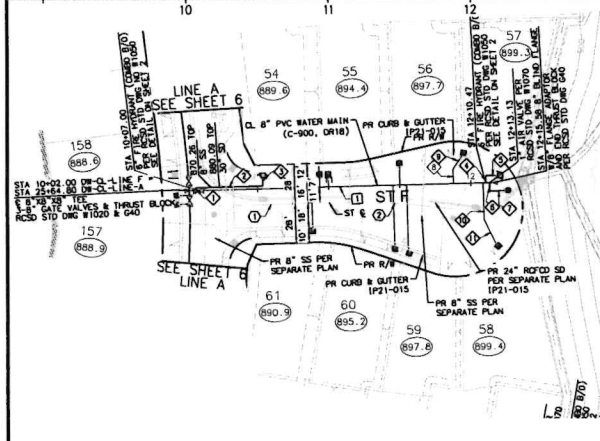
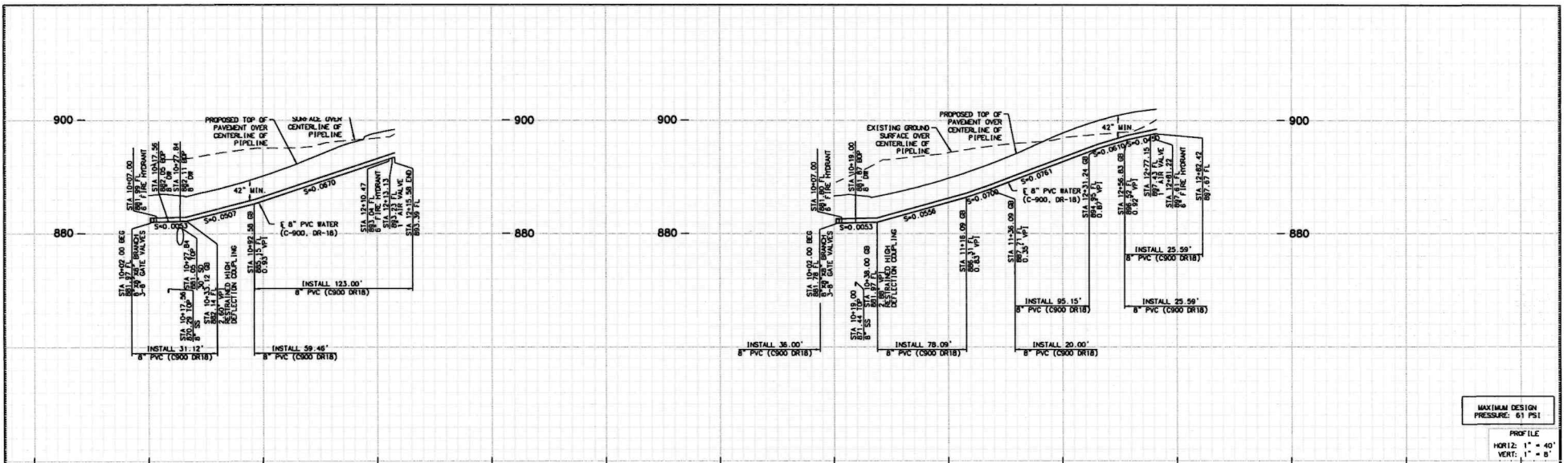
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N54°06'34"W	---	331.30'	---
2	N58°57'39"W	---	27.50'	---
3	S54°00'00"E	1011.00'	104.10'	52.10'
4	N53°03'39"W	---	187.54'	---

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N54°06'34"W	---	349.48'	---
2	N58°57'39"W	---	18.50'	---
3	S54°00'00"E	1000.00'	102.97'	51.53'
4	N53°03'39"W	---	136.43'	---

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N53°53'28"E	---	2.00'	---
2	N54°06'34"W	---	48.18'	---
3	N53°53'28"E	---	5.50'	---
4	N53°53'28"E	---	4.00'	---
5	N54°06'34"W	---	6.40'	---
6	N53°53'28"E	---	6.00'	---
7	N54°06'34"W	---	11.78'	---
8	N51°02'21"E	---	2.00'	---
9	N58°57'39"W	---	48.21'	---
10	N51°02'21"E	---	5.72'	---
11	N50°11'17"E	---	29.81'	---
12	N56°58'21"E	---	4.52'	---
13	N56°58'21"E	---	7.85'	5.00'
14	N56°58'21"E	---	6.00'	---
15	N53°03'39"W	---	12.88'	---
16	N53°03'39"W	---	6.00'	---
17	N56°58'21"E	---	6.00'	---
18	N53°03'39"W	---	6.00'	---
19	N53°03'39"W	---	6.00'	---
20	N53°03'39"W	---	6.24'	---



<p>Call before you dig 1-800-485-1133</p>	APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION.  DATE _____ DIRECTOR OF ENGINEERING, R.C.E. 48798  VOID AFTER ONE YEAR FROM THIS DATE	SEAL ENGINEER 	PREPARED BY: <b>PROACTIVE</b> ENGINEERING CONSULTANTS 208 South Main Street, Suite 300 Corona, CA 92882 (951) 289-3300  APPROVED BY: <b>Scott Gilbert</b> REGISTERED ENGINEER NO. 8838, DATE _____	SCALE AS NOTED FIELD BOOK DESIGN DRAWN CHECKED	RUBIDOUX COMMUNITY SERVICE DISTRICT TR. 36947 WATER IMPROVEMENT PLANS  LINE D: 10+02.00 - 13+93.90 LINE E: 10+02.00 - 13+01.14	SHEET <b>9</b> OF 16 SHEETS R.C.S.D. PLAN NO. _____										
	REVISIONS <table border="1"> <tr><th>NO.</th><th>DATE</th><th>BY</th></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>		NO.	DATE	BY										SCALE: 1"=40' 	
NO.	DATE	BY														



**WATER SERVICE LATERAL TABLE**

LOT NO.	AS-BUILT STA.	LOT NO.	AS-BUILT STA.
54	84	55	85
56	86	57	87
58	88	59	89
60	90	61	91
62	92	63	93
64	94	65	95
66	96	67	97
68	98	69	99
70	100	71	101
72	102		

**WATER LINE/CURVE DATA TABLE**

NO.	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N63°03'39" W	---	31.30'	---
2	N42°13'30" W	---	280.42'	---

**STREET LINE/CURVE DATA TABLE**

NO.	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N63°03'39" W	---	31.30'	---
2	00°36'54" E	500.00'	83.91'	42.05'
3	N42°13'30" W	---	236.31'	---

**LINE/CURVE DATA TABLE**

NO.	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N 35°56'21" E	---	2.60'	---
2	N 53°03'39" W	---	46.71'	---
3	N 35°56'21" E	---	6.29'	---
4	N 35°56'21" E	---	3.00'	---
5	N 53°03'39" W	---	10.24'	---
6	N 35°56'21" E	---	6.90'	---
7	N 53°03'39" W	---	12.78'	---
8	N 35°56'21" E	---	10.40'	---
9	N 72°06'41" E	---	13.41'	---
10	N 35°56'21" E	---	25.90'	---
11	N 12°22'05" E	---	20.43'	---
12	N 47°46'30" E	---	6.03'	---
13	N 42°13'30" W	---	48.53'	---
14	N 47°46'30" E	---	6.03'	---
15	N 47°46'30" E	---	6.03'	---
16	N 42°13'30" W	---	6.59'	---
17	N 47°46'30" E	---	10.00'	---
18	N 42°13'30" W	---	11.95'	---



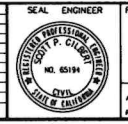
APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:

DATE: \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48798

VOID AFTER ONE YEAR FROM THIS DATE

REVISIONS

NO.	DATE	BY



PREPARED BY: **PROACTIVE ENGINEERING CONSULTANTS**  
200 South Main Street, Suite 300  
Corona, CA 92882 (951) 280-3300

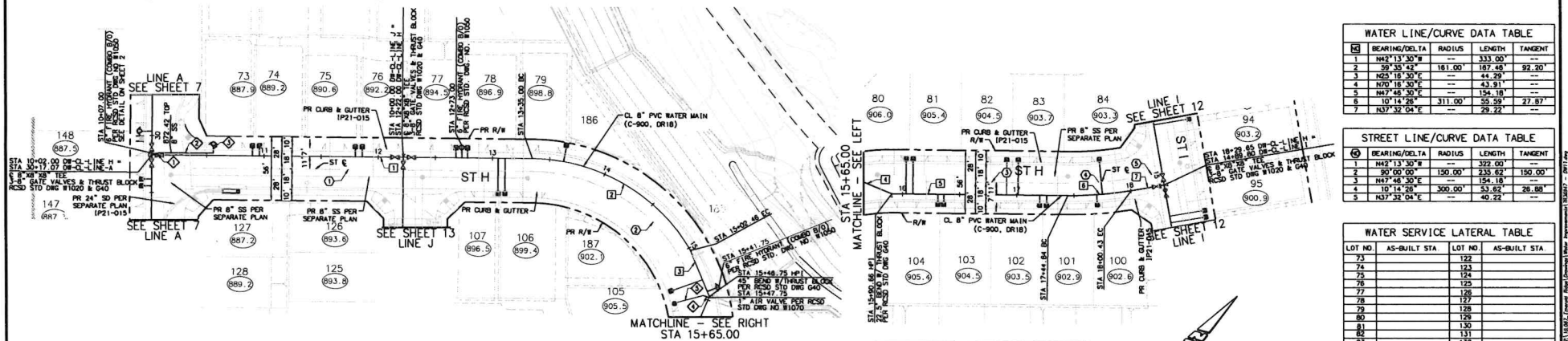
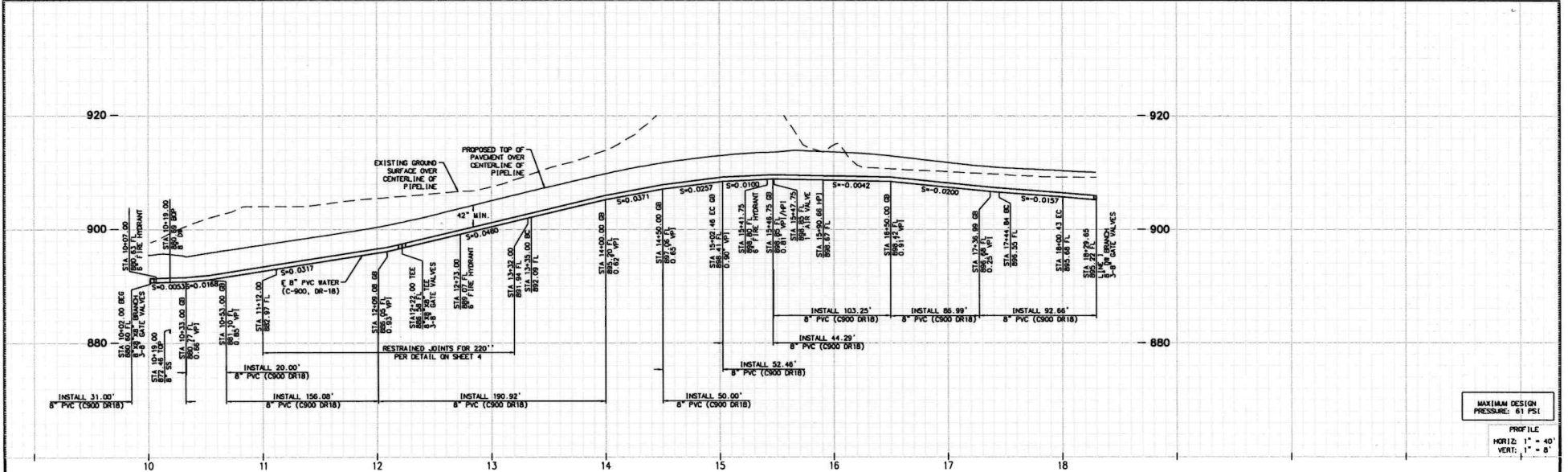
APPROVED BY: **Scott Gilbert**  
REGISTERED ENGINEER NO. 65194, DATE: \_\_\_\_\_

SCALE AS NOTED  
FIELD BOOK  
DESIGN  
DRAWN  
CHECKED

**RUBIDOUX COMMUNITY SERVICE DISTRICT**  
TR. 36947 WATER IMPROVEMENT PLANS

LINE F: 10+02.00 - 12+15.58  
LINE G: 10+02.00 - 12+82.42

SHEET **10**  
of 16 SHEETS  
R.C.S.D. PLAN NO. \_\_\_\_\_



Call before you Dig  
Call 811  
1-800-82-4133

APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:

DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48798

VOID AFTER ONE YEAR FROM THIS DATE

NO	REVISIONS	DATE	BY



PREPARED BY:  
**PROACTIVE**  
ENGINEERING CONSULTANTS  
200 South Main Street, Suite 300  
Corona, CA 92882 (951) 280-3300

APPROVED BY: Scott Gilbert  
REGISTERED ENGINEER NO. 63384 DATE \_\_\_\_\_

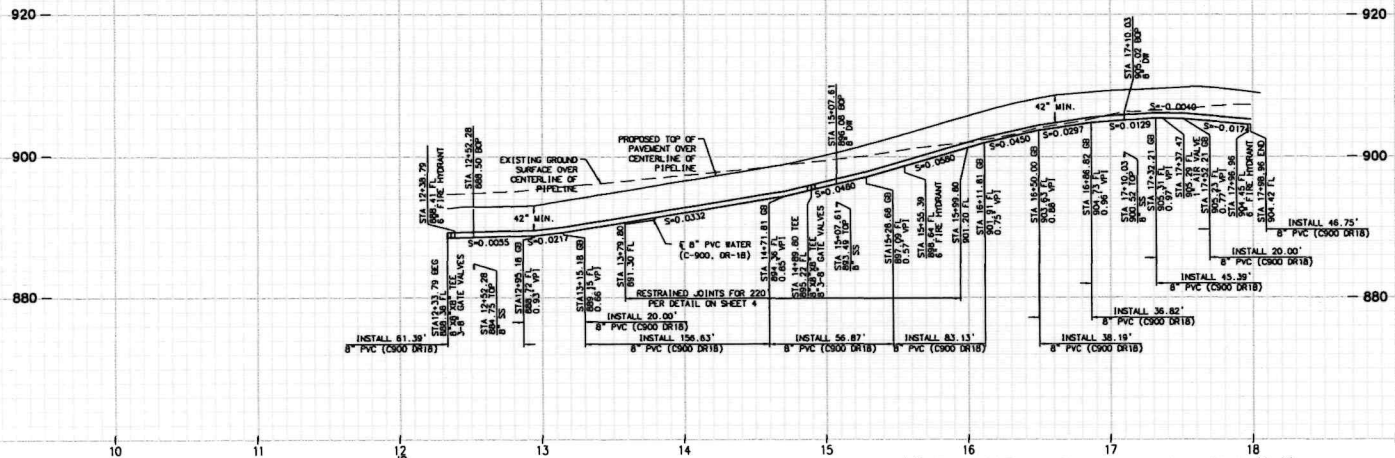
SCALE AS NOTED  
FIELD BOOK  
DESIGN  
DRAWN  
CHECKED

RUBIDOUX COMMUNITY SERVICE DISTRICT  
TR. 36947 WATER IMPROVEMENT PLANS

LINE H: 10+02.00 - 18+29.65

SHEET  
11  
OF 16 SHEETS  
R.C.S.O. PLAN NO. \_\_\_\_\_

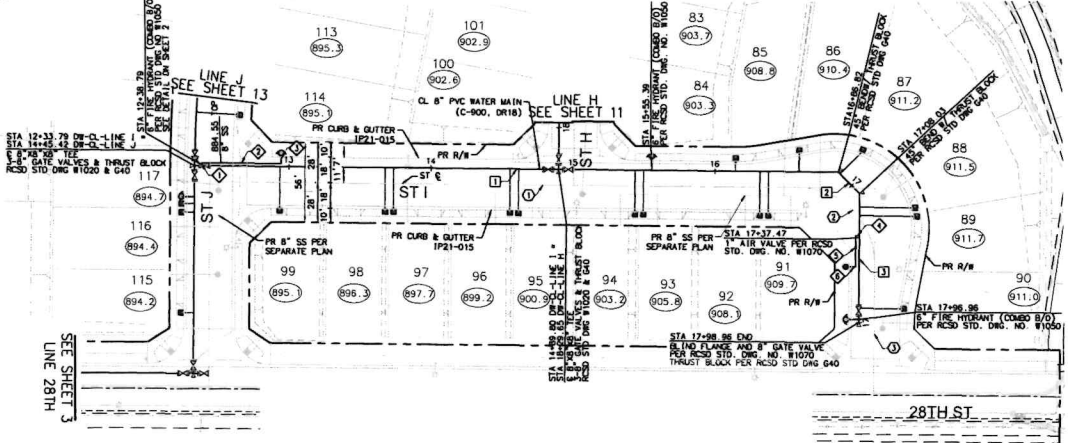




MAXIMUM DESIGN PRESSURE: 58 PSI  
 PROFILE  
 HORIZ. 1" = 40'  
 VERT. 1" = 8'

LATERAL LINE/CURVE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N37°32'04"E	---	2.00'	---
2	N52°27'56"W	---	55.85'	---
3	N37°32'04"E	---	6.57'	---
4	N52°27'56"W	---	2.50'	---
5	N37°32'04"E	---	22.17'	---
6	N52°27'56"W	---	6.83'	---



WATER LINE/CURVE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N52°27'56"W	---	453.03'	---
2	N07°27'56"E	---	21.21'	---
3	N37°32'04"E	---	90.93'	---

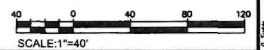
STREET LINE/CURVE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N52°27'56"W	---	456.00'	---
2	N07°27'56"E	53.00'	83.25'	53.00'
3	N37°32'04"E	---	87.32'	---

WATER SERVICE LATERAL TABLE

LOT NO.	AS-BUILT STA.	LOT NO.	AS-BUILT STA.
85	85	85	85
86	86	86	86
87	87	87	87
88	88	88	88
89	89	89	89
90	90	90	90
91	91	91	91
92	92	92	92
93	93	93	93
94	94	94	94

\* DIMENSION FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE



APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:

DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48798

VOID AFTER ONE YEAR FROM THIS DATE

NO.	REVISIONS	DATE	BY



SEAL ENGINEER  
 PREPARED BY:  
**PROACTIVE**  
 ENGINEERING CONSULTANTS  
 200 South Main Street, Suite 200  
 Corona, CA 92882 (951) 280-3300

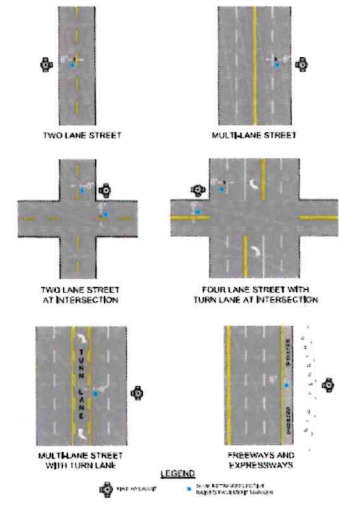
APPROVED BY: Scott Gilbert  
 REGISTERED ENGINEER NO. 8288 - GATE

SCALE AS NOTED  
 FIELD BOOK  
 DESIGN  
 DRAWN  
 CHECKED

RUBIDOUX COMMUNITY SERVICE DISTRICT  
 TR. 36947 WATER IMPROVEMENT PLANS  
 LINE I. 12+33.79 - 17+98.96

SHEET  
 12  
 of 16 SHEETS  
 R.C.S.D. PLAN NO.

Drawing Number: 211202-2 (Current) (Utility Improvement) (RUBIDOUX) - 2017.dwg  
 Date: Sep. 27, 2017, 12:58pm by: S. Gilbert



MAXIMUM DESIGN PRESSURE: 58 PSI

PROFILE  
HORIZ: 1" = 40'  
VERT: 1" = 8'

STREET LINE/CURVE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N47°46'30"E	---	342.43'	---
2	S17°13'39"	500.00'	91.65'	45.95'
3	N37°28'51"E	---	47.46'	---

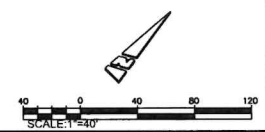
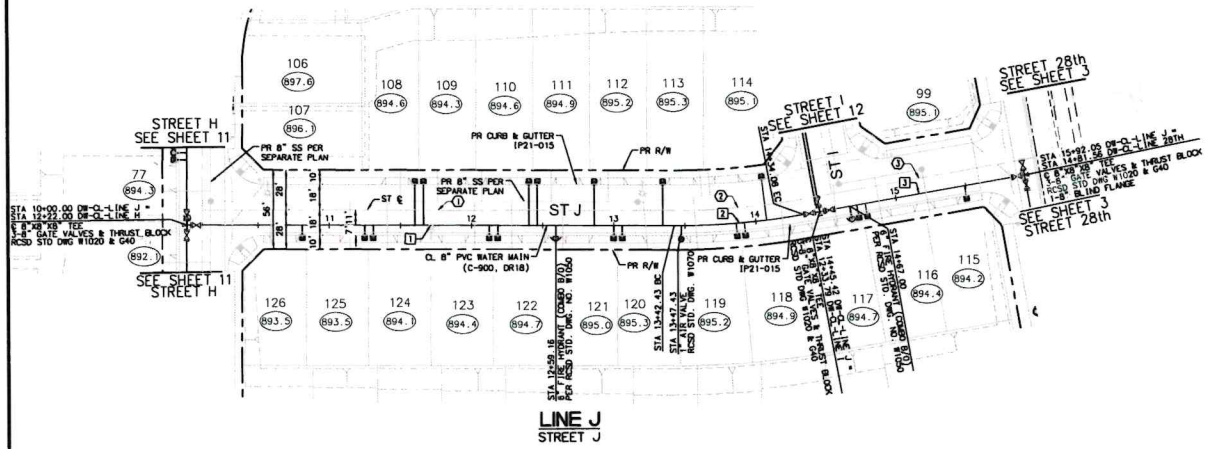
WATER LINE/CURVE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N47°46'30"E	---	342.43'	---
2	S17°13'39"	511.00'	91.65'	45.95'
3	N37°28'51"E	---	157.92'	---

WATER SERVICE LATERAL TABLE

LOT NO.	AS-BUILT STA.	LOT NO.	AS-BUILT STA.
106	---	118	---
108	---	119	---
110	---	120	---
111	---	121	---
112	---	122	---
113	---	123	---
114	---	124	---
115	---	125	---
116	---	126	---
117	---	---	---

\*\* DIMENSION FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE



APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:

DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. - 48798

VOID AFTER ONE YEAR FROM THIS DATE

NO	REVISIONS	DATE	BY



PREPARED BY: **PROACTIVE** ENGINEERING CONSULTANTS  
200 South Main Street, Suite 200  
Corona, CA 92882 (951) 280-3300

APPROVED BY: Scott Gilbert  
REGISTERED ENGINEER NO. 65194, DATE \_\_\_\_\_

SCALE AS NOTED  
FIELD BOOK  
DESIGN  
DRAWN  
CHECKED

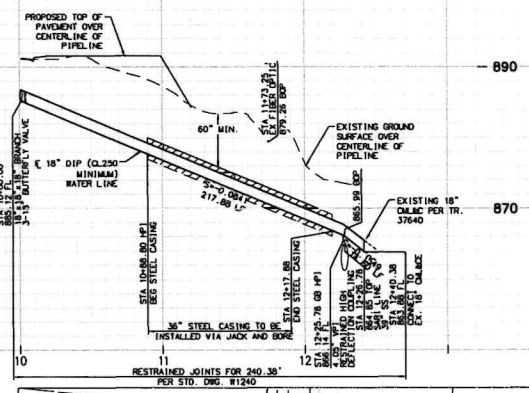
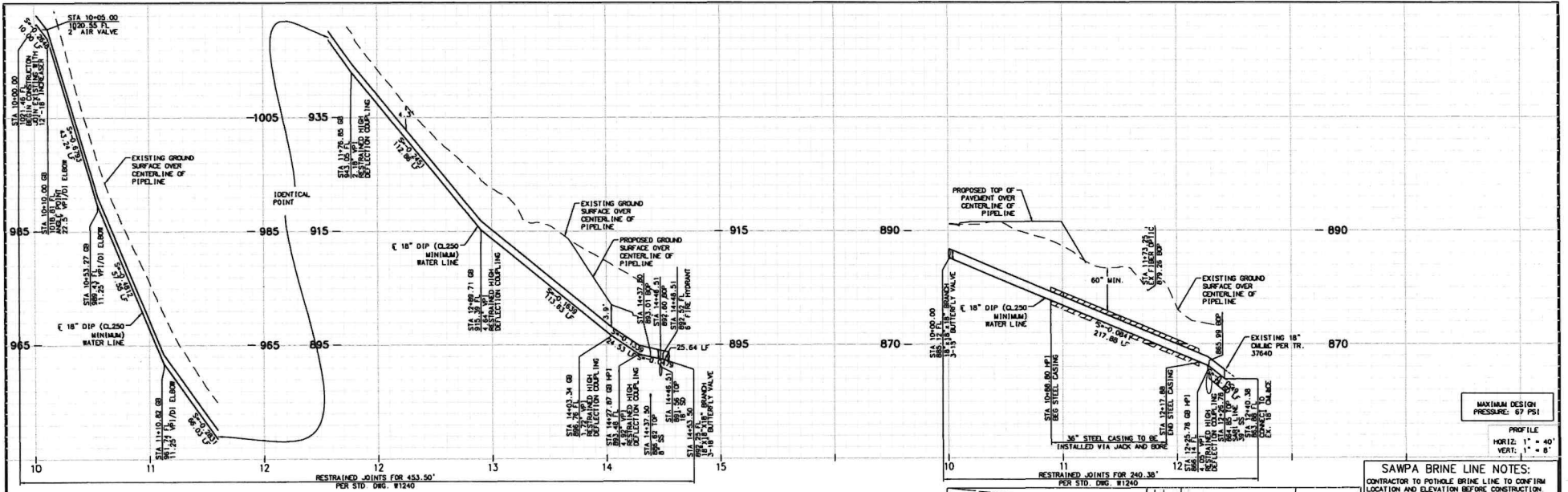
RUBIDOUX COMMUNITY SERVICE DISTRICT  
TR. 36947 WATER IMPROVEMENT PLANS

LINE J: 10+00.00 - 15+92.05

SHEET 13  
of 16 SHEETS  
R.C.S.D. PLAN NO.

Drawing Name: TR. 36947 Water Improvement Plans (Water Improvements) (RUBIDOUX) - 2017.dwg





MAXIMUM DESIGN PRESSURE: 67 PSI

PROFILE  
HORIZ: 1" = 40'  
VERT: 1" = 4'

**SAWPA BRINE LINE NOTES:**

CONTRACTOR TO POTENTIAL BRINE LINE TO CONFIRM LOCATION AND ELEVATION BEFORE CONSTRUCTION. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY VARIANCE.

THE BRINE LINE MUST BE COMPLETELY SUPPORTED AT ALL TIMES, INCLUDING SHORING INSTALLATION, EXCAVATION, SHORING REMOVAL, BACKFILL, AND JACKING OPERATIONS. EXTREME CAUTION MUST BE USED TO ENSURE NO MOVEMENT OF THE BRINE LINE OCCURS.

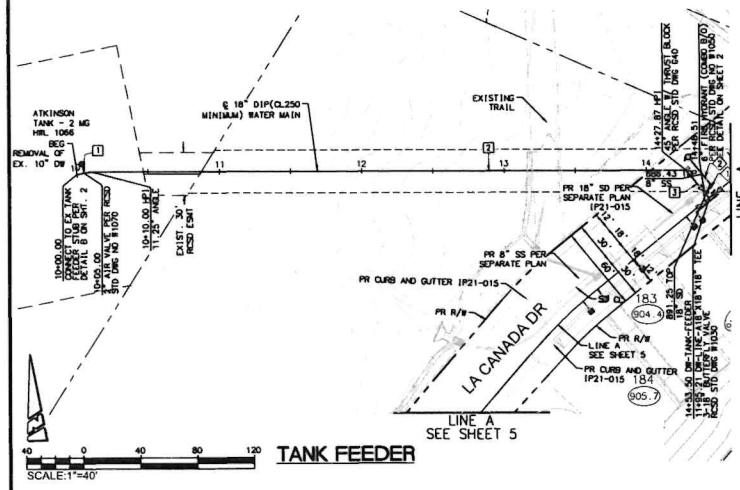
PRIOR TO CONSTRUCTION OF THE PITS, CONTRACTOR TO PROVIDE A DETAILED DRAWING (PLAN AND SECTION VIEWS) TO CLARIFY LOCATION AND PROTECTION OF THE SAWPA BRINE LINE.

CONTRACTOR SHALL PROVIDE A DETAILED DESCRIPTION OF THESE OPERATIONS TO ENSURE CONTINUOUS PROTECTION. JACK AND BORE PIT SHOULD NOT BE ALLOWED TO BE EXCAVATED INTO THE ORIGINAL TRENCH OF THE BRINE LINE.

ORIGINAL SARI LINE IS TO BE PROTECTED IN PLACE.

ONCE JACKING OPERATION IS COMPLETED, CONTRACTOR SHALL POTENTIAL BRINE LINE TO PROVE IT HAS NOT MOVED DURING OPERATION, AND IF MOVED, PROVIDE CONCRETE ENCASEMENT OF THE BRINE LINE TO SUPPORT THE PIPELINE ONTO UNDISTURBED SOILS.

ANY DAMAGE OR DISPLACEMENT OF THE BRINE LINE IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED TO THE SATISFACTION OF SAWPA. SAWPA SHALL BE ALLOWED TO HAVE AN INSPECTOR ON SITE PRIOR TO AND DURING CONSTRUCTION. CONSTRUCTION SHALL NOT COMMENCE UNTIL SARI IS ASSURED THAT NO IMPACT TO THE BRINE LINE WILL OCCUR.



CORROSION SITE SURVEY TO BE PERFORMED AND SUBMITTED TO DISTRICT FOR APPROVAL PRIOR TO ANY PLACEMENT OF WATER OR SEWER FACILITIES.

CONTRACTOR TO SUBMIT TEMPORARY HIGH-LINE PLAN TO MAINTAIN TANK OPERATION AND SEQUENCE OF CONSTRUCTION FOR DISTRICT APPROVAL PRIOR TO COMMENCING CONSTRUCTION.

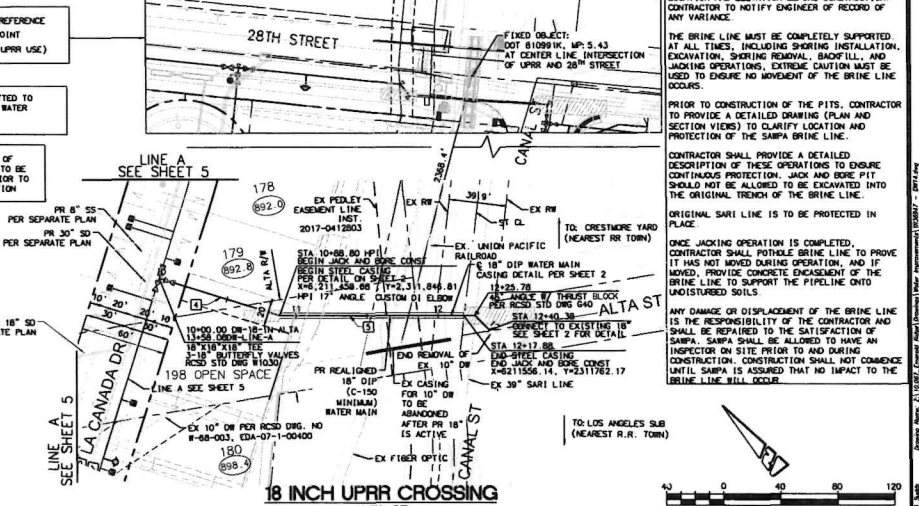
LOCATION OF CONNECTION TO BE VERIFIED PRIOR TO CONSTRUCTION.

**LATERAL LINE/CURVE DATA TABLE**

ID	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N58°10'28"E	--	7.00'	--
2	N31°48'31"W	--	24.92'	--

**WATER LINE/CURVE DATA TABLE**

ID	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N88°37'25"E	--	10.00'	--
2	N82°24'40"W	--	558.73'	--
3	N31°48'31"W	--	23.62'	--
4	N31°34'21"W	--	69.80'	--
5	N49°01'43"W	--	143.00'	--



APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION.

DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48796

VOID AFTER ONE YEAR FROM THIS DATE

NO.	REVISIONS	DATE	BY



PREPARED BY: **PROACTIVE ENGINEERING CONSULTANTS**  
300 South Main Street, Suite 300  
Corona, CA 92882 (951) 280-2200

APPROVED BY: **Scott Gilbert**  
REGISTERED ENGINEER NO. 38388 - DATE \_\_\_\_\_

SCALE AS NOTED  
FIELD BOOK  
DESIGN  
DRAWN  
CHECKED

**RUBIDOUX COMMUNITY SERVICE DISTRICT**  
TR. 36947 WATER IMPROVEMENT PLANS  
18" WATER TANK FEEDER / UPRR CROSSING  
10+00.00 - 14+53.51      10+00.00 - 12+40.38

SHEET **14**  
of 16 SHEETS  
R.C.S.D. PLAN NO. \_\_\_\_\_

Drawing No. 211022 (Current) (Former Drawing No. 211022) - 08/11/19  
 Date: Sep 27, 2023 10:52:04 AM



January 20, 2022  
Folder: 03308-62

RUBIDOUX COMMUNITY SERVICES DISTRICT  
3560 RUBIDOUX BLVD  
BURPA VALLEY CA 92509

Re Proposed Civil (11 Eight Inch (8") Steel Pipe Casing In A System And (16" Steel Pipe Casing For An Underground Water Pipeline Crossing Pipeline Crossing of Railroad Property at Mile Post 5.42 on the Centimere Industrial Lead at near Centimere Spur, Riverside County, California

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please return the executed agreement via email. For any payments, please follow the accompanying instructions.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

Payment of the amount of Five Thousand Dollars (\$5,000.00) is due and payable to Union Pacific Railroad Company upon execution of the agreement. Please include your payment, with Folder No. 03308-62 noted on that document. If you require formal billing, you may consider this letter as a formal bill and that 94-0033 is this Corporation's correct Federal Taxpayer Identification Number.

Railroad Protective Liability License (RPLI) may be obtained by any insurance company which offers such coverage. Union Pacific will be worked with a national broker, Marsh USA, to make available RPLI to you as your contractor. You can find additional information, premium quotes, and application forms at [uiprpl.com](http://uiprpl.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement to withdraw and become null and void.

If you have any questions, please contact me at [tdeddy@uip.com](mailto:tdeddy@uip.com).

Sincerely,

Thomas Leddy  
Senior Real Estate

Union Pacific Railroad Real Estate 1400 Douglas Street, Ste 1800, Omaha, Nebraska 68178-1000 P: (402) 501-2440

Pipeline Crossing 03308  
Last Modified: 03/03/18  
Form Approved A37-1a

Folder No: 03308-62

### PIPELINE CROSSING AGREEMENT

Mile Post 5.42, Centimere Industrial Lead Location, Riverside County, California

**THIS AGREEMENT ("Agreement")** is made and entered into as of this 20th day of 2022, ("Effective Date") by and between "UNION PACIFIC RAILROAD COMPANY", a Delaware corporation ("Licensor") and RUBIDOUX COMMUNITY SERVICES DISTRICT, also addressed at 3560 Rubidoux Blvd., Burpa Valley, California 92509 ("Licensee").

#### IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

##### Article 1. LICENSE GRANTS RIGHTS:

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) eight inch (8") steel pipe casing on a system and one (16") steel pipe casing for an underground water pipeline crossing, only, including any appurtenances required for the operation of said pipeline (collectively, "Licensor's Facilities") across Licensor's real property, trackage, or other facilities located in Centimere Spur, Riverside County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensor's Facilities on, along, across and under Railroad Property are described in and shown on the Plans and Specifications dated December 06, 2021, attached hereto as Exhibit A and made a part hereof.

B. Licensee represents and warrants that Licensor's Facilities will (i) only be used for one (1) eight inch (8") steel pipe casing in a system and (16") steel pipe casing for an underground water pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensor's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing Exhibit A. Licensee represents and warrants that through a license of otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

##### Article 2. LICENSE FEE:

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Five Thousand Dollars (\$5,000.00).

##### Article 3. TERM:

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION, REMOVAL, OF LICENSEE'S FACILITIES" Section of Exhibit B.

##### Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS:

Licensee represents and warrants that all work on Licensor's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit D and made a part hereof.

##### Article 5. INSURANCE:

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in Exhibit C, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of the Agreement.

B. If Licensee is subject to statutes) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with Exhibit C of this Agreement, those statutes shall apply.

##### Article 6. DEFINITION OF LICENSEE:

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensor's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of Exhibit B. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

##### Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS:

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensor or Licensee to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whom the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

##### Article 8. WAIVER OF BREACH:

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

##### Article 3. TERM:

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION, REMOVAL, OF LICENSEE'S FACILITIES" Section of Exhibit B.

##### Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS:

Licensee represents and warrants that all work on Licensor's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

##### Article 5. INSURANCE:

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in Exhibit C, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of the Agreement.

B. If Licensee is subject to statutes) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with Exhibit C of this Agreement, those statutes shall apply.

##### Article 6. DEFINITION OF LICENSEE:

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensor's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of Exhibit B. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

##### Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS:

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensor or Licensee to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whom the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

##### Article 8. WAIVER OF BREACH:

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY RUBIDOUX COMMUNITY SERVICES DISTRICT

By: Thomas Leddy, Sr. Analyst at Real Estate  
By: Name Prajod, Ted Backwell, Director of Engineering

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional five (5) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

##### Section 5. SAFETY:

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensor's Facilities to be performed by Licensee or its contractor. Licensee shall be responsible for installing, maintaining and supervising all safety operations and programs in connection with any work on Licensor's Facilities. Licensee and its contractor shall, at a minimum, comply with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own force. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.  
<http://uiprpl.com/Current-Safety-Requirements>

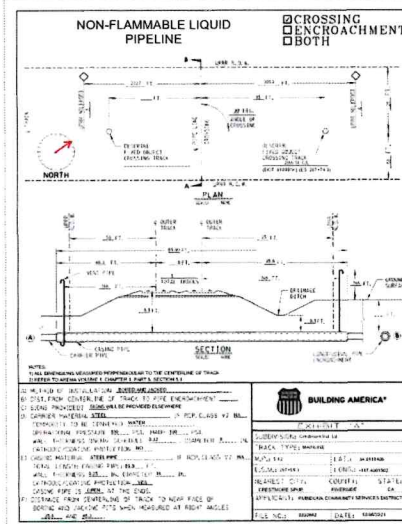
B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that all employees are competent and adequately trained on all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensor's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the operation, maintenance, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensor's Facilities. Licensee accepts said risk and agrees that Licensee shall have no liability to Licensor or any other person or entity for any such delays. Licensee must coordinate any work on Licensor's Facilities with Licensor or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK, EMBROIDERIES" Section of this Exhibit B.

E. Licensee shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and facilities during Licensee's or its contractor's construction, maintenance, repair, renewal, modifications, relocation, reconstruction, or removal of Licensor's Facilities. In the event Licensor provides such support, Licensee shall invoice Licensor, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this Exhibit B.

F. Licensee may use unattended aerial systems ("UAS") to inspect Licensor's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.



Pipeline Crossing 03308  
Form Approved A37-1a

#### EXHIBIT B

##### GENERAL TERMS AND CONDITIONS

##### Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED:

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligations of Licensor to use and maintain its tracks including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optic, or other wireless, pipeline and other facilities upon, along or across any or all parts of its property, all or any of which may be in use at any time or times by Licensor without liability to Licensee or to any other party for interference or damages.

B. The foregoing grant is also subject to all outstanding easement rights (including those in favor of Licensor and lessee of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or quiet enjoyment. It shall be Licensor's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

##### Section 2. ENGINEERING REQUIREMENTS, PERMITS:

A. Licensor's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Associate Vice President Engineering - Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Aviation Administration Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensor's Facilities thoroughly compacted, and maintain the grade over and around Licensor's Facilities even with the surface of the adjacent ground.

##### Section 3. NOTICE OF COMMENCEMENT OF WORK, EMBROIDERIES:

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensor's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS, PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensor's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this Exhibit B and provided Licensor written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this Exhibit B.

C. If, at any time, an emergency arises involving Licensor's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

##### Section 4. FLAGGING:

A. Following Licensor's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK, EMBROIDERIES" Section of this Exhibit B, Licensor shall advise Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensee will give Licensor written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensee is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this Exhibit B. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flaggers used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, pension, Employee Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturday and Sunday, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive to a result of negotiation and ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensee will be required covering the full eight-hour day during which any flagger is termed, unless the flagger is assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flagger's assignment to work on the project for which Licensee is required to pay the flaggers and which could not reasonably be avoided by Licensee by assignment of such flagger to other work, even though Licensee may not be working during such time. When a become necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

Call before you dig  
811  
1-800-4-A-HEAD

APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION  
DATE: \_\_\_\_\_  
DIRECTOR OF ENGINEERING, R.C.E. 46796  
VOID AFTER ONE YEAR FROM THIS DATE

SEAL ENGINEER PREPARED BY: PRACTIVE ENGINEERING CONSULTANTS  
APPROVED BY: Scott Gilbert  
REGISTERED ENGINEER NO. 8388, DATE: \_\_\_\_\_

SCALE AS NOTED FIELD BOOK  
RUBIDOUX COMMUNITY SERVICE DISTRICT  
TR. 36947 WATER IMPROVEMENT PLANS  
DESIGN: \_\_\_\_\_  
DRAWN: \_\_\_\_\_  
CHECKED: \_\_\_\_\_

SHEET 15 of 16 SHEETS  
LICENSE AGREEMENT  
R.C.S.D. PLAN NO.

**Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS**

Fiber optic cable systems may be located on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notification required under the "NOTICES OF COMMENCEMENT OF WORK" (Article 3 of the Exhibit B), Licensee shall visit up.com/SD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall inform the telecommunications contractor involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

**Section 7. LICENSEE'S PAYMENT OF EXPENSE**

A Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B Licensee shall fully pay for all materials purchased, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensee, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensee, then Licensee shall pay to Licensee an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensee as compared with the entire value of such property.

C As set forth in the "PLANNING" Section of the Exhibit B, Licensee shall have the right, if it so elects, to provide any Safety Measures Licensee deems necessary for the safety of Licensee's operations and manage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensee provides such Safety Measures, Licensee shall reimburse Licensee's entire receipts, listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensee the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

**Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES**

A This grant is subject to Licensee's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property collectively, "Railroad Use". Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensee may designate or identify, in its sole discretion, in the performance of Railroad's Use.

B Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensee and Licensee shall execute a Supplemental Agreement to this Licensee

Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modification(s) result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION, REMOVAL OF LICENSEE'S FACILITIES" Section of the Exhibit B. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligations of Licensee arising prior to and upon completion of any such Modification(s) to the Licensee's Facilities.

**Section 9. RESTORATION OF RAILROAD PROPERTY**

In the event Licensee, at any manner moves or disturbs any property of Licensee in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensee's property to the same condition as the same were before such property was moved or disturbed.

**Section 10. INDEMNITY**

A Definition As used in this Section

- 1 "Licensee" includes Licensee, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees
- 2 "Licensee" includes Licensee and its agents, contractors, subcontractors, railroad contractors, employees, officers, and directors, or any other person or entity acting on behalf of or under its control.
- 3 "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorney fees and expenses, investigation costs, and appraisal expenses.

B Licensee shall release, defend, indemnify, and hold harmless Licensee from and against any and all Loss, even if grossly negligent, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged

1 Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensee's contractor, subcontractor, or employees of the foregoing.

2 Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including but not of use and limitation on value, including, but not limited to, any telecommunications systems) or fiber optic cables) on or near Railroad Property, any property of Licensee or Licensee, or any property in the care, custody, or control of Licensee or Licensee.

- 3 Removal of persons) from Railroad Property;
- 4 Any delay or interference with track or Railroad's Use caused by Licensee's activities) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor materials, equipment, or machinery in connection therewith;
- 5 Right(s) or interest(s) granted pursuant to this Agreement;
- 6 Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental loss;
- 7 Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
- 8 Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSEE TO LOSSES CAUSED BY, ARISING FROM, RELATED TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSEE, AND SUCH NEGLIGENCE OF LICENSEE SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATION TO LICENSEE IN ANY RESPECT, NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSEE SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSEE AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

**Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES**

A If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensee to Licensee specifying such default, Licensee may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraph "C" and "D" of this Section found below.

B In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensee's entire Utility Control System at this site for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the LP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensee and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad

Property not occupied by roadbed and/or track ("Consent Document"). Licensee shall then restore the occupied Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's performance of the Removal/Abandonment Work, and to restoration work will hereinafter be collectively referred to as the "Restoration Work".

D Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensee at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensee immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensee at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensee's requirements. Upon Licensee's receipt of Licensee's restoration completion certification, this Agreement will terminate.

E In the event that Licensee fails to complete any of the Restoration Work, Licensee may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensee will be at the cost and expense of Licensee. In the event that Licensee performs any of the Restoration Work, Licensee shall release Licensee from any and all Loss (defined in the "INDEMNITY" Section of the Exhibit B) arising out of or related to Licensee's performance of the Restoration Work.

F Termination of this Agreement for any reason will not affect any rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of the Exhibit B), assumed or otherwise, which may have arisen prior to such termination.

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A Commercial General Liability Insurance Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000 CGL insurance must be written on ISO occurrence form CG 00 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

Contractor Liability Railroad ISO Form CG 23 17 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B Business Automobile Coverage Insurance Business auto coverage written on ISO form CA 00 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less than \$2,000,000 for each accident, and coverage must include liability arising out of any site (excluding owned, hired, and non-owned auto).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

"Coverage For Certain Operations With Railroads" ISO Form CA 20 10 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C Workers' Compensation and Employers' Liability Insurance Coverage must include but not be limited to:

• Licensee a statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

• Employer's Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 damage policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D Environmental Liability Insurance Environmental Legal Liability Insurance (ELL) applicable to liability injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expense incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in respect to any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured,

this insurance must apply as if each named insured were the only named insured, and separately to the additional named insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of at least (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E Railroad Property Liability Insurance Licensee must maintain for the duration of work "Railroad Property Liability Insurance" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensee only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$4,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Property Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensee's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F Umbrella or Excess Insurance If Licensee utilizes umbrellas or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

**Other Requirements**

G All policies) required above (except business automobile, workers' compensation and employer's liability) must include Licensee as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensee as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSEE AND LICENSEE INSURE THAT LICENSEE WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damage against Licensee and its agents, officers, directors and employees for damage covered by the workers' compensation and employer's liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J All insurance policies must be written by a reputable insurance company acceptable to Licensee or with a current best's insurance Guide Rating of A- or Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

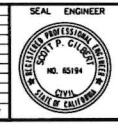
K The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensee from Licensee or any third party will not be limited by the amount of the required insurance coverage.

APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION

DATE: \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48796

VOID AFTER ONE YEAR FROM THIS DATE

NO.	DATE	BY	REVISIONS



SEAL: ENGINEER

PREPARED BY: **PROACTIVE** ENGINEERING CONSULTANTS  
200 South Main Street, Suite 200  
Corona, CA 92882 (951) 280-3300

APPROVED BY: **Scott Gilbert**  
REGISTERED ENGINEER NO. 82884 - DATE: \_\_\_\_\_

SCALE AS NOTED	RUBIDOUX COMMUNITY SERVICE DISTRICT	SHEET
FIELD BOOK	TR. 36947 WATER IMPROVEMENT PLANS	16
DESIGN		
DRAWN	LICENSE AGREEMENT	of 16 SHEETS
CHECKED		R.C.S.D. PLAN NO.

Drawing Number: 211027-0001 (Company Property) - 08/2016



**OWNER**  
HIGHPOINT EMERALD RIDGE LLC  
530 TECHNOLOGY, SUITE 100  
IRVINE CA 92618  
PHONE: (949) 473-0800  
CONTACT: TIM ENGLAND

**APPLICANT**  
HIGHPOINT EMERALD RIDGE LLC  
530 TECHNOLOGY, SUITE 100  
IRVINE CA 92618  
PHONE: (949) 473-0800  
CONTACT: TIM ENGLAND

**SOILS ENGINEER**  
LEIGHTON GROUP  
17781 COWAN,  
IRVINE CA 92614  
PHONE: (949) 481-4283  
CONTACT: JOE RIDE

# RUBIDOUX COMMUNITY SERVICES DISTRICT

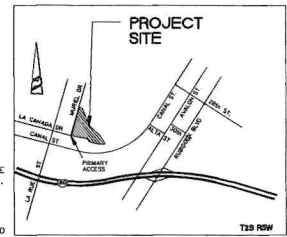
## HACIENDA TRACT 32721

### SEWER IMPROVEMENT PLANS

**CONSTRUCTION NOTES**

- INSTALL 8" PVC (SDR-35) SEWER MAIN PER STD DWG RCD0 620
- INSTALL 8" SEWER LATERALS PER RCD0 STD 020, S2080 & APM4 STD 222-2 WITH SEWER CLEANOUT AT R/N PER RCD0 STD S2070
- CONSTRUCT 48" DIA SEWER MANHOLE PER RCD0 STD S2030

ESTIMATED QUANTITIES	LF	BT
EA	30	5



**VICINITY MAP**  
APN 177-570-001 - 177-570-026  
NTS

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, COCS83, ZONE VI, BASED LOCALLY ON CONTROL STATIONS "MAT2", "MLFP", & "MOOD" NA83 (NAD83) EPOCH 2010.00 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES, MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.99993287.

**ABBREVIATIONS**

- E - CENTER LINE
- EL - ELEVATION
- FL - FLOW LINE
- DIA - DIAMETER
- LEN - LENGTH
- INV - INVERT
- M1 - MANHOLE
- EX - EXISTING
- PROP - PROPOSED
- TOP - TOP OF PIPE
- BOP - BOTTOM OF PIPE
- TYP - TYPICAL
- PVC - POLYMERIZING VINYL CHLORIDE
- RCP - REINFORCED CONCRETE PIPE
- ACP - ASBESTOS-CEMENT PIPE
- R/W - RIGHT-OF-WAY
- S - SEWER
- SD - STORM DRAIN
- S/W - SIDE WALK
- W - WATER
- HOR - HORIZONTAL

**LEGEND**

- STREET CENTER LINE
- - - - - EX./PROP. RIGHT OF WAY
- PROPOSED CURB AND GUTTER
- EXISTING EASEMENT
- DAYLIGHT LINE
- PROPOSED STORM DRAIN
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- ⊙ 892.5 PAD ELEVATION
- ⊕ PROPOSED REDUCER
- ⊕ PROPOSED FIRE HYDRANTS
- ⊕ PROPOSED FLANGED GATE VALVE ASSY. PER RCD0 STD DWG NO. 10020
- ⊕ PROPOSED STREET LIGHTS
- ⊕ PROPOSED STORM DRAIN MANHOLE PER RCD0 STD DWG'S MH-252 & MH-254
- ⊕ PROPOSED STORM DRAIN CATCH BASIN
- ⊕ PROPOSED 48" SEWER MANHOLE PER RCD0 STD DWG NO. S2030
- ⊕ PROPOSED AIR RELEASE VALVE
- ⊕ PROPOSED CLEANOUT PER RCD0 STD DWG NO. S2070
- ⊕ 8" SEWER LATERAL PER RCD0 STD DWG NO. S2080

**SHEET INDEX**

DESCRIPTION	SHEET NO.
TITLE SHEET	1
MURIEL DRIVE SEWER LATERALS	2
LINE X STA 9197.12 TO 15+60.63	3
LINE Z STA 10+00.00 TO 12+42.70	4

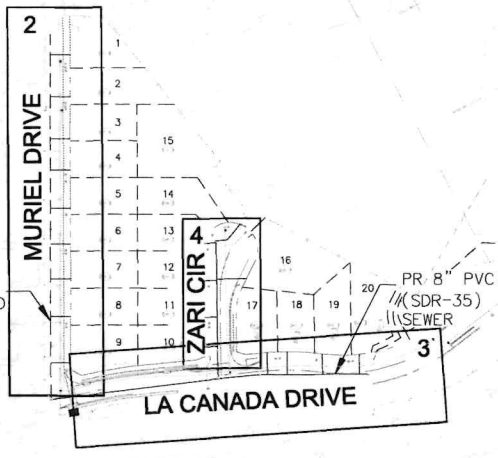
**PRIVATE ENGINEER'S NOTICE TO CONTRACTORS**

THE EXISTENCE AND APPROXIMATE LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES OR STRUCTURES EXCEPT AS SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK ON EXCAVATION TO DETERMINE EXACT LOCATION OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION OF THESE LINES.

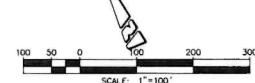
THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 811 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

**BENCHMARK**

RIVERSIDE COUNTY DESIGNATION: 008-002  
DESCRIPTION: A 3 IN ALUMINUM DISK  
STAMPED RIVERSIDE COUNTY W 2 2008 AT  
THE COR OF THE EASTERLY CORNER OF  
ARMSTRONG ROAD AND 34TH STREET  
ELEVATION (FEET): 913.63 (NGVD29)  
ADJUSTED: 11/3/2008



**INDEX MAP**



PER GEOTECHNICAL REPORT, CORROSION SOILS ARE PRESENT PER RCD0 STANDARDS - CORROSION PROTECTION MEASURES ARE REQUIRED AND MANY INCLUDE THE USE OF SPECIALLY LINED/COATED PIPE/FITTINGS AND/OR THE USE OF CATHODIC PROTECTION PREPARED BY A QUALIFIED CORROSION ENGINEER. SEE REPORT PREPARED BY OTHERS FOR CORROSION PROTECTION MEASURES.

CORROSION SITE SURVEY TO BE PERFORMED AND SUBMITTED TO DISTRICT FOR APPROVAL PRIOR TO ANY PLACEMENT OF WATER OR SEWER FACILITIES.

**GENERAL NOTES**

- ALL WORK SHALL CONFORM TO THE DESIGN AND CONSTRUCTION STANDARDS OF RCD0 FOR WATER AND SANITARY SEWER FACILITIES.
- SEWER SYSTEM SHALL BE CONSTRUCTED BY THE DEVELOPER FOR DEDICATION TO THE RUBIDOUX COMMUNITY SERVICES DISTRICT. CONSTRUCTION, MATERIALS, TESTING AND INSPECTION SHALL COMPLY WITH RUBIDOUX COMMUNITY SERVICES DISTRICT STANDARDS. THE INSTALLATION SHALL MEET OR EXCEED THE REQUIREMENTS OF ALL PUBLIC AGENCIES HAVING JURISDICTION. FAILURE TO MEET THESE REQUIREMENTS FOR SEWER PIPE SHALL BE EXTRA STRENGTH VITRIFIED CLAY PIPE (VCP) UNLESS OTHERWISE APPROVED BY THE DISTRICT ENGINEER.
- CONSTRUCTION OF THE SEWER SYSTEM UNTIL A FINAL MAP HAS BEEN RECORDED BY RIVERSIDE COUNTY AND THE DEVELOPER'S ENGINEER HAS CERTIFIED THAT ALL STREETS ARE CONSTRUCTED TO FINAL GRADE FOR CURB AND GUTTER. CONTRACTOR SHALL PROVIDE TRENCH PROTECTION AND CONDUIT ALL CONSTRUCTION IN ACCORDANCE WITH CAL-OSHA REQUIREMENTS AND SHALL DETERMINE DEPTH AND LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO TRENCHING. OPEN TRENCH AT ANY ONE TIME SHALL BE LIMITED TO 500 FEET ALONG ROAD RIGHT OF WAY AND SHALL BE BACKFILLED AND COMPACTED AT THE CONCLUSION OF EACH DAY.
- PIPE SHALL BE HANDLED SO AS TO PROTECT THE PIPE AT ALL TIMES AND SHALL BE CAREFULLY REDDED TO PROVIDE CONTINUOUS BEARING AND TO PREVENT EXCESS SETTLEMENT. PIPE SHALL BE PROTECTED AGAINST FLOUTATION AT ALL TIMES. OPEN ENDS OF INSTALLED SEWER SHALL BE SEALED AT ALL TIMES WHEN CONSTRUCTION IS NOT IN PROGRESS.
- PIPE JOINTS SHALL NOT BE DEFLECTED AT ANY ANGLE GREATER THAN THE MAXIMUM ANGLE RECOMMENDED BY THE PIPE MANUFACTURER.
- DEPTH AND LOCATION OF EXISTING UNDERGROUND FACILITIES SHALL BE DETERMINED BY THE CONTRACTOR BY POT-HOLING PRIOR TO TRENCHING. THE CONTRACTOR SHALL ALSO CONTACT UNDERGROUND SERVICE ALERT (800) 422-4133 PRIOR TO ANY EXCAVATION.
- WHERE THE SEWER MAIN CROSSES STORM DRAINS, OTHER PIPELINES, TELEPHONE AND ELECTRIC DUCTS, OR SIMILAR INSTALLATIONS, A MINIMUM OF 12 INCHES OF CLEARANCES SHALL BE PROVIDED BETWEEN THE MAIN AND OTHER INSTALLATIONS. SEPARATION OF THE WATER AND SEWER LINES MUST COMPLY WITH THE RIVERSIDE COUNTY HEALTH DEPARTMENT STANDARDS AS SHOWN ON RIVERSIDE COUNTY STANDARD PLAN FOR AND RCD0 STANDARD DRAWING S2020 AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH.
- CONNECTING TO EXISTING RCD0 SEWER PIPELINES SHALL NOT BE ACCOMPLISHED UNLESS THE DISTRICT INSPECTOR IS PRESENT. THE RCD0 MAY ELECT TO MAKE THE CONNECTION AT THE DEVELOPER'S EXPENSE. CONTRACTOR TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING SEWER LINES PRIOR TO CONSTRUCTION. NO CONNECTIONS TO EXISTING RCD0 SEWER LINES WILL BE ALLOWED ON TRIGHTS.
- BACKFILL SHALL BE COMPACTED TO THE GREATER OF 90% RELATIVE DENSITY, EQUIVALENT TO THE SURROUNDING GROUND, OR TO THE REQUIREMENTS OF THE AGENCY HAVING JURISDICTION, WHICHEVER IS MORE STRINGENT.
- SEWER LATERALS SHALL BE 4" VCP UNLESS OTHERWISE INDICATED. EXACT LOCATIONS OF INYES AND LATERALS ARE TO BE ESTABLISHED IN THE FIELD PRIOR TO INSTALLATION. AN "S" SHALL BE IMPRINTED ON THE CURB FACE AT EACH SERVICE LATERAL LOCATION AND A STEEL ROD OR STAKE SHALL BE INSTALLED AT THE END OF EACH SEWER LATERAL TO ASSIST IN LOCATING AT A LATER DATE.
- UNLESS MARKED BY THE RCD0, A 2" WIDE METALLIC LOCATOR TAPE SHALL BE PLACED WITH EACH SEWER AND EACH SEWER AND SERVICE LATERAL TO ASSIST IN FUTURE LOCATION. TAPE SHALL BE PLACED AT LEAST 6" ABOVE THE PIPE BUT NOT DEEPER THAN 4" FROM THE PROPOSED FINISHED GRADE.
- ALL SEWERS SHALL BE BALLED, AIR TESTED AND VIDEO INSPECTED PRIOR TO ACCEPTANCE BY THE DISTRICT.
- SURFACE IMPROVEMENTS DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE RECONSTRUCTED BY THE CONTRACTOR TO THE REQUIREMENTS OF THE AGENCY HAVING JURISDICTION.
- THE DEVELOPER SHALL PROVIDE ONE SET OF PRINTS SHOWING ALL "AS-BUILT" CONDITIONS INCLUDING THE STATIONING OF SEWER LATERAL CONNECTIONS AND PAD ELEVATIONS AS A CONDITION OF FINAL APPROVAL.
- ANY REVISION TO THESE DRAWINGS MUST BE APPROVED IN WRITING BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF BACKWATER VALVES, WHERE REQUIRED PER UNIFORM PLUMBING CODE AND PER RCD0 STANDARDS.
- THE CONTRACTOR IS ADVISED THAT WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH "CONFINED AIR SPACE" ARTICLE 108, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE.
- CONTRACTOR SHALL WARRANT ALL WORK FOR 12 MONTHS AFTER THE DATE OF FINAL INSPECTION.

**NOTICE TO CONTRACTORS**

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME FULL AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

ALL CONTRACTOR AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS". THIS CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR OR SUBCONTRACTORS COMPLIANCE WITH THE SAID REGULATIONS AND ORDERS.

CITY OF JURUPA VALLEY  
ENGINEERING DEPARTMENT  
APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

CITY OF JURUPA VALLEY  
ENGINEERING DEPARTMENT  
RECOMMENDED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

PAUL TOOR, CITY ENGINEER  
R.C.E. #46391

DATE: \_\_\_\_\_

TINA YORK, DEVELOPMENT SERVICES MANAGER  
DATE: \_\_\_\_\_

I CERTIFY THAT THE DESIGN OF THE SEWER SYSTEM IN TRACT NO. 32721 IS IN GENERAL ACCORDANCE WITH THE SEWER SYSTEM MASTER PLAN OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT, AND THAT THE WASTE DISPOSAL SYSTEM IS ADEQUATE AT THIS TIME TO TREAT THE ANTICIPATED WASTES FROM THE PROPOSED TRACT.

DATE: \_\_\_\_\_

DIRECTOR OF ENGINEERING  
R.C.E. #48788

APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION.

DATE: \_\_\_\_\_

DIRECTOR OF ENGINEERING,  
R.C.E. #48788

VOID AFTER ONE YEAR FROM THIS DATE.

NO.	REVISIONS	DATE	BY

SEAL ENGINEER  
NO. 65194

PREPARED BY:  
**PROACTIVE ENGINEERING CONSULTANTS**  
200 South Main Street, Suite 300  
Corona CA 92882 (951) 280-3300

SCOTT GILBERT  
REGISTERED ENGINEER NO. 62284 DATE: \_\_\_\_\_

SCALE: AS NOTED  
FIELD WORK  
DESIGN  
DRAWN  
CHECKED

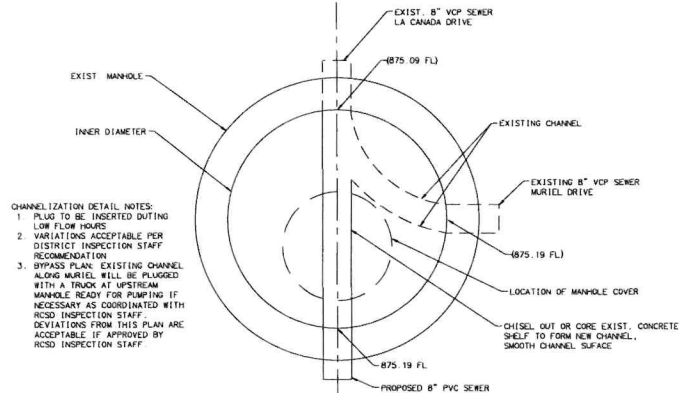
**RUBIDOUX COMMUNITY SERVICE DISTRICT**  
TR. 32721 SEWER IMPROVEMENT PLANS

TITLE SHEET

SHEET  
1  
OF 4 SHEETS  
R.C.S.D PLAN NO.

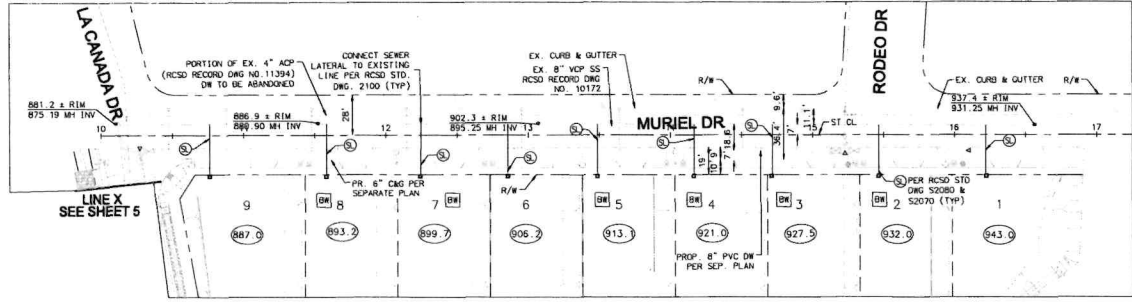


Approved: Tina York, Development Services Manager, Rubidoux Community Services District, 11/13/2008  
 Prepared: Scott Gilbert, Proactive Engineering Consultants, 11/13/2008  
 Title: TR. 32721 Sewer Improvement Plans, Sheet 1 of 4  
 Scale: As Noted  
 Date: 11/13/2008

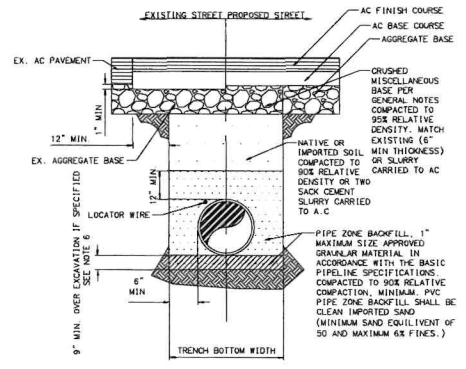


- CHANNELIZATION DETAIL NOTES:
1. PLUG TO BE INSERTED DURING LOW FLOW HOURS
  2. VARIATIONS ACCEPTABLE PER DISTRICT INSPECTION STAFF RECOMMENDATION
  3. BYPASS PLAN, EXISTING CHANNEL ALONG MURIEL WILL BE PLUGGED WITH A TRUCK AT UPSTREAM MANHOLE, READY FOR PUMPING IF NECESSARY AS COORDINATED WITH RCSD INSPECTION STAFF. DEVIATIONS FROM THIS PLAN ARE ACCEPTABLE IF APPROVED BY RCSD INSPECTION STAFF.

**CHANNELIZATION DETAIL**  
FOR EXISTING MANHOLE AT LA CANADA AND MURIEL DRIVE  
STA -5+34.81 MURIEL X=6209668.4 Y=2311705.7



**SEWER LATERALS**  
MURIEL DR



PIPE DIAMETER (INCHES)	TRENCH BOTTOM WIDTH	
	MIN (FEET)	MAX (FEET)
12 OR LESS	2.0	2.5
16	2.5	3.5

- NOTES:
1. PIPELINE (WATERMAIN OR SEWER FOREMAIN) COVER SHALL BE 42" MINIMUM UNLESS SPECIFIED OTHERWISE.
  2. TRENCH SIDES SHALL BE SLOPED OR SHORED IN ACCORDANCE WITH CAL OSHA CONSTRUCTION SAFETY ORDERS FOR TRENCH DEPTHS 5' AND GREATER.
  3. ALL EXISTING PAVEMENT SHALL BE SAWCUT PRIOR TO TRENCHING, AND WHERE TRENCH SIDES SLUFF AND PAVEMENT BREAKS AWAY, IT SHALL BE SAWCUT AGAIN PRIOR TO PERMANENT PAVEMENT REPAIR.
  4. WHENEVER EXISTING CURBS ARE BEING USED FOR GRADE CONTROL, PIPELINES SHALL BE LAID ON PROJECTED CONTINUOUS SLOPES THROUGH LOCALIZED HILLS, HAMS & MOUNDS SUCH AS STREET INTERSECTIONS AND CHANNEL BERMS. PIPELINE GRADES SHALL BE SELECTED TO MAINTAIN MINIMUM COVER WITH CONTINUOUS PIPELINE SLOPE. PIPELINE TRENCH DEPTHS SHALL BE INCREASED TO ACCOMPLISH SAME AND PIPELINE COVER SHALL BE INCREASED ACCORDINGLY.
  5. FOR WATERMANS, WHENEVER EXISTING UTILITY FACILITIES, EXCEPT SEWERS, ARE ENCOUNTERED, WATERMANS SHALL CLEAR THEM BY 12" MINIMUM, BOTH HORIZONTALLY AND VERTICALLY. WATERMANS SHALL CLEAR SEWERS IN ACCORDANCE WITH STANDARD DRAWING W1010 FOR SEWER FOREMANS, WHENEVER EXISTING UTILITY FACILITIES, EXCEPT WATERMANS, ARE ENCOUNTERED, SEWER FOREMANS SHALL CLEAR THEM BY 12" MINIMUM, BOTH HORIZONTALLY AND VERTICALLY. SEWER FOREMANS SHALL CLEAR WATERMANS IN ACCORDANCE WITH STANDARD DRAWING S2020. SPECIFIED CLEARANCES OR SEPARATIONS SHALL NOT BE REDUCED UNLESS ORDERED OR PERMITTED BY DISTRICT. PIPELINES (WATERMANS AND SEWER FOREMANS) SHALL NOT BE IN CONTACT OR REST AGAINST OTHER UTILITY FACILITIES.
  6. WHERE BOTTOM OF EXCAVATION IS IN ROCK WHICH CANNOT BE EXCAVATED TO PROVIDE UNIFORM BEARING FOR THE PIPE, TRENCH SHALL BE OVER-EXCAVATED 9" MINIMUM AND FILLED WITH SELECT EXCAVATED MATERIAL OR IMPORTED BACKFILL MATERIAL COMPACTED TO ROSE MINIMUM RELATIVE COMPACTION.
  7. LOCATOR WIRE FOR POLYVINYL CHLORIDE PIPE SHALL BE INSULATED 14 GAUGE COPPER WIRE. IT SHALL BE CONTINUOUS ALONG THE PIPELINE, LOOPED AROUND THE PIPE AT EACH JOINT, AND LOOPED INTO VALVE BOXES WITHIN 12" OF THE SURFACE AND WITH 3' OF SLACK.

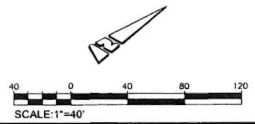
**TRENCH WIDTH**  
N15

**NOTE:**  
LATERAL CONNECTION TO EXISTING SEWER MAIN IS TO BE VERIFIED BY CONTRACTOR BEFORE CONNECTION. CONTRACTOR TO NOTIFY ENGINEER OF LOCATION OF CONNECTION PRIOR TO LATERAL INSTALLATION. LOTS 7-9 MAY HAVE CROSSING CONFLICT WITH PROPOSED WATER MAIN.

**SEWER LATERAL DATA TABLE**

LOT #	AS-BUILT STA	INV @ MAIN	LEN	INV. 1	INV @ RIM
1	925.30	--	--	--	927.09
2	918.10	--	--	--	921.87
3	910.38	--	--	--	914.86
4	904.72	--	--	--	908.10
5	897.72	--	--	--	900.84
6	891.76	--	--	--	894.46
7	885.71	32.88	888.33	899.03	899.03
8	881.31	48.55	883.24	885.73	885.73
9	877.74	58.92	879.88	880.08	880.08

\*\* DIMENSION FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE



APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION.

DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48798

VOID AFTER ONE YEAR FROM THIS DATE

REV	DATE	BY



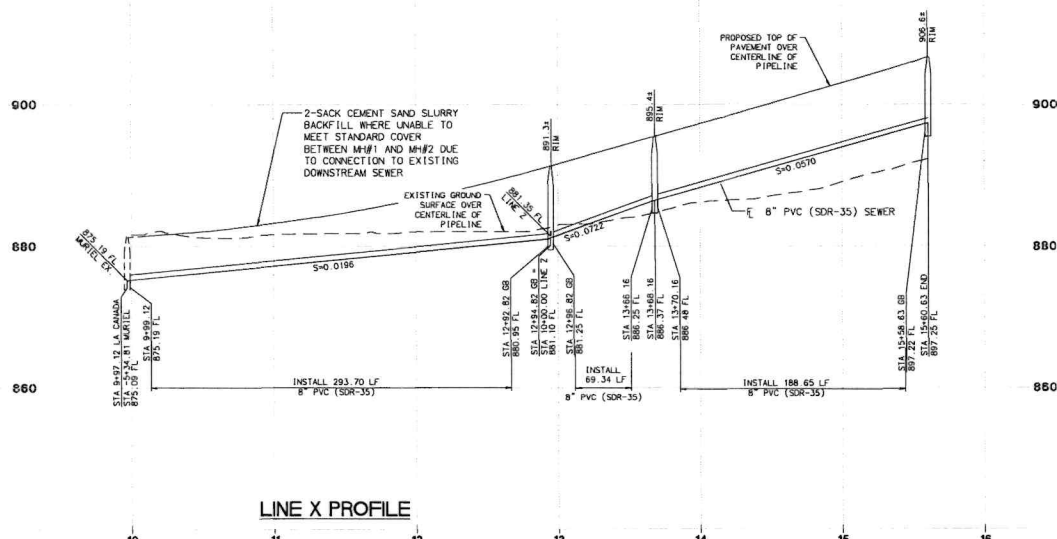
PREPARED BY: **PROACTIVE ENGINEERING CONSULTANTS**  
200 South Main Street, Suite 300  
Corona, CA 92882 (951) 280-3300

REGISTERED ENGINEER NO. 83188, DATE \_\_\_\_\_

SCALE AS NOTED  
FIELD BOOK  
DESIGN  
DRAWN  
CHECKED

**RUBIDOUX COMMUNITY SERVICE DISTRICT**  
TR. 82721 SEWER IMPROVEMENT PLANS  
MURIEL DRIVE SEWER LATERALS

SHEET 2 OF 4 SHEETS  
R.C.S.D. PLAN NO. \_\_\_\_\_



LINE X PROFILE

PROFILE  
 HORIZ. 1" = 40'  
 VERT. 1" = 8'

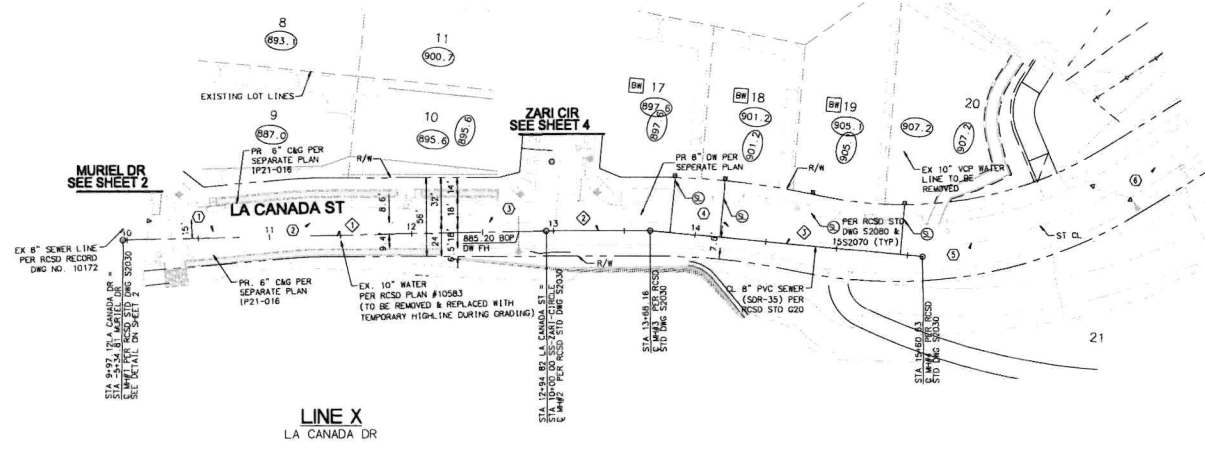
LINE/CURVE DATA TABLE				
NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N72°05'29"W	111.00'	---	---
2	S74°53'20"	300.00'	25.60'	12.81'
3	N67°12'09"W	---	226.65'	---
4	S2°41'12"	488.00'	110.27'	35.35'
5	S42°59'19"	302.00'	234.49'	123.52'
6	N50°59'44"E	---	470.84'	---
TOTAL				

LINE/CURVE DATA TABLE				
NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N58°32'33"W	---	287.70'	---
2	N67°12'09"W	---	73.34'	---
3	N61°30'00"W	---	192.47'	---

SEWER LATERAL DATA TABLE				
LOT	AS-BUILT STATION	PLEN 1	PLEN 1	INV. @ R/W
17	---	---	---	888.58
18	---	---	---	891.95
19	---	---	---	895.54
20	---	---	---	899.59

NOTES \*  
 LEN/INV PROVIDED FOR SS LATERALS THAT REQUIRE A GRADE BREAK IF LEN/INV NOT PROVIDED, LATERAL IS TO BE STRAIGHT GRADE FROM MAIN TO R/W PER RCSD STANDARD DRAWING S2080

NOTICE TO CONTRACTOR  
 CONTRACTOR TO FIELD VERIFY POINT OF CONNECTION LOCATION AND ELEVATION PRIOR TO THE START OF CONSTRUCTION. IF DISCREPANCY IS FOUND, CONTRACTOR TO NOTIFY ENGINEER PRIOR TO COMMENCEMENT OF WORK.



LINE X  
 LA CANADA DR



APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:  
 DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48798  
 VOID AFTER ONE YEAR FROM THIS DATE

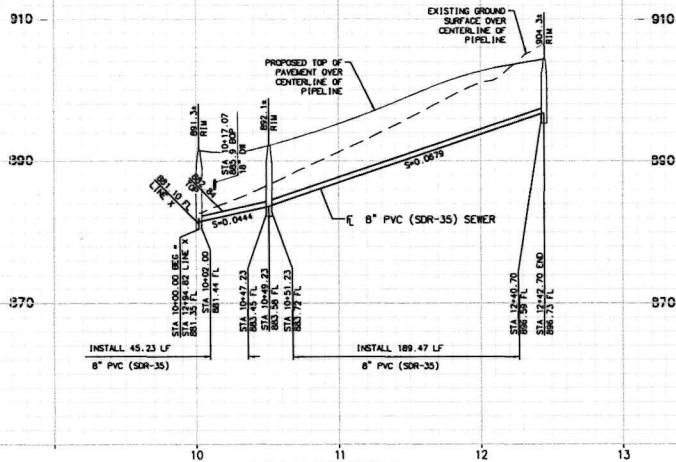
NO	DATE	BY	REVISIONS



PREPARED BY:  
**PROACTIVE**  
 ENGINEERING CONSULTANTS  
 200 South Main Street, Suite 200  
 Corona, CA 92882 (951) 280-3300  
 SCOTT GILBERT  
 REGISTERED ENGINEER NO. 63194 DATE \_\_\_\_\_

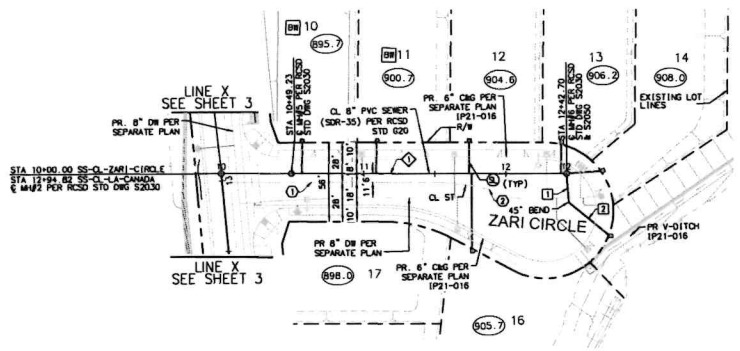
SCALE AS NOTED  
 FIELD BOOK  
 DESIGN  
 DRAWN  
 CHECKED  
 RUBIDOUX COMMUNITY SERVICE DISTRICT  
 TR. 32721 SEWER IMPROVEMENT PLANS  
 LINE X: 9+97.12 - 15+60.63  
 SHEET  
**3**  
 OF 4 SHEETS  
 R.C.S.D. PLAN NO.





PROFILE  
 HORIZ: 1" = 40'  
 VERT: 1" = 8'

LINE Z PROFILE



LINE Z  
 ZARI CIRCLE

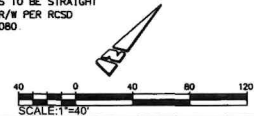
LATERAL LINE/CURVE DATA TABLE			
#	BEARING/Delta	RADIUS	LENGTH
1	N66°43'20"W	--	20.35
2	N67°31'29"E	--	36.42

STREET LINE/CURVE DATA TABLE			
#	BEARING/Delta	RADIUS	LENGTH
1	N 27°51'38" E	--	139.66'
2	N 27°35'48" E	175.80'	84.67'

SEWER LINE/CURVE DATA TABLE			
#	BEARING/Delta	RADIUS	LENGTH
1	N 27°51'38" E	--	242.70'

SEWER LATERAL DATA TABLE			
LOT	AS-BUILT STATION	LEN	INV. @ ROW
10	--	--	898.40
11	--	--	899.20
12	--	--	899.00
13	--	--	898.50
14	--	--	898.80
15	12+42.70	20.35	898.30
16	--	--	895.30

NOTES: \* LEN/INV PROVIDED FOR SS LATERALS THAT REQUIRE A GRADE BREAK. IF LEN/INV NOT PROVIDED, LATERAL IS TO BE STRAIGHT GRADE FROM MAIN TO R/W PER RCSD STANDARD DRAWING S2080.



APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:

DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48796

VOID AFTER ONE YEAR FROM THIS DATE

REV	REVISIONS	DATE	BY



SEAL ENGINEER  
 PREPARED BY:  
**PROACTIVE**  
 ENGINEERING CONSULTANTS  
 208 South Main Street, Suite 200  
 Corona, CA 92882 (951) 280-3300

SCOTT GILBERT  
 REGISTERED ENGINEER NO. 63191 DATE \_\_\_\_\_

SCALE AS NOTED	RUBIDOUX COMMUNITY SERVICE DISTRICT	SHEET
FIELD BOOK	TR. 32721 SEWER IMPROVEMENT PLANS	4
DESIGN	LINE Z: 10+00.00 - 12+42.70	OF 4 SHEETS
DRAWN		R.C.S.D. PLAN NO.
CHECKED		

**PRIVATE ENGINEER'S NOTICE TO CONTRACTORS**

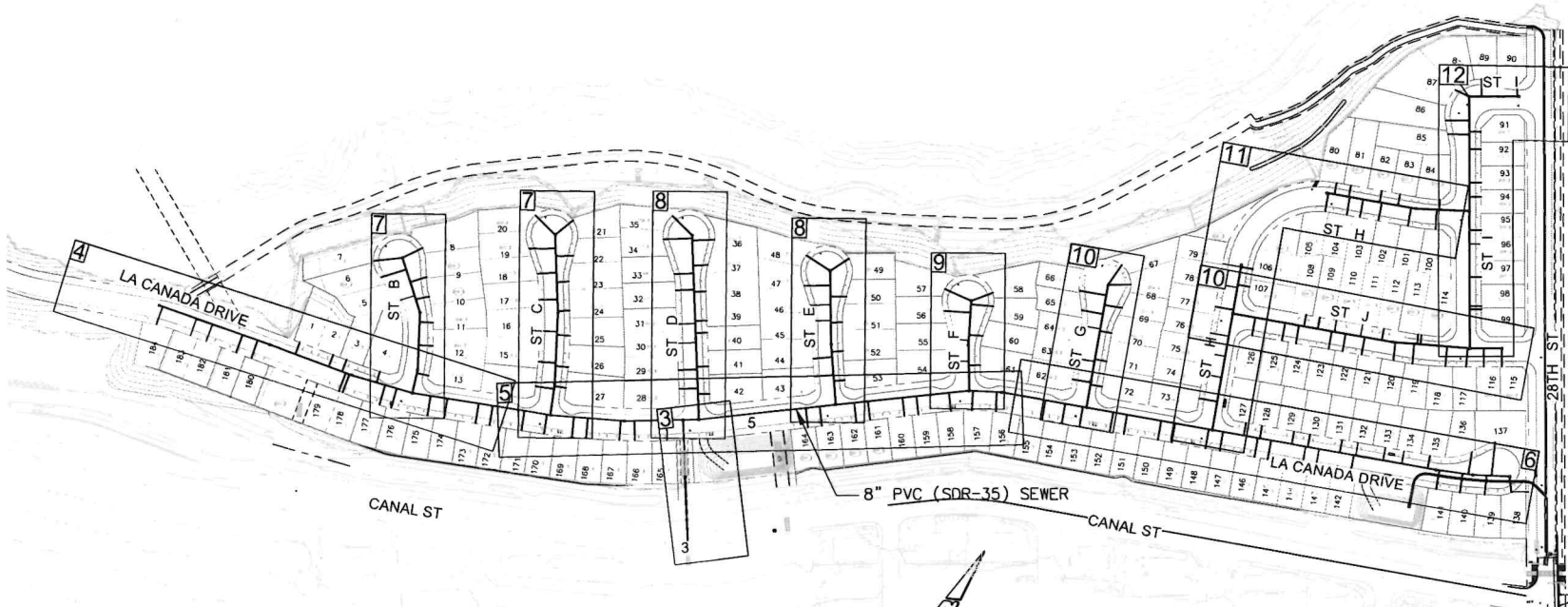
THE EXISTENCE AND APPROXIMATE LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES OR STRUCTURES EXCEPT AS SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK ON EXCAVATION TO DETERMINE EXACT LOCATION OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION OF THESE LINES.

THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 811 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INDUSTRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

**BASIS OF BEARINGS**  
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CGS83, ZONE VI, BASED LOCALLY ON CONTROL STATIONS "M12", "MFP", & "MCO" NAD83 (NAD83/2011) EPOCH 2010.00 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN FOR THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999932697.

**RUBIDOUX COMMUNITY SERVICES DISTRICT**  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
CITY OF JURUPA VALLEY  
CONSTRUCTION DRAWINGS  
FOR  
**TR 36947 SEWER IMPROVEMENTS**

SHEET INDEX		SHEET NO.
TITLE SHEET		1
DETAILS		2
LINE CANAL 1	STA 14+49.25 TO 16+74.11	3
LINE A	STA 0+81.13 TO 17+00.00	4
LINE B	STA 17+00.00 TO 27+00.00	5
LINE C	STA 27+00.00 TO 35+76.61	6
LINE D	STA 10+00.00 TO 12+58.50	7
LINE E	STA 10+00.00 TO 12+49.25	8
LINE F	STA 10+00.00 TO 13+43.27	9
LINE G	STA 10+00.00 TO 11+88.14	10
LINE H	STA 10+00.00 TO 12+32.31	11
LINE I	STA 10+00.00 TO 13+01.37	12
LINE J	STA 10+00.00 TO 13+12.00	13
LINE K	STA 10+00.00 TO 12+52.79	14
LINE L	STA 12+33.25 TO 17+94.09	15
LICENSE AGREEMENT		12, 14



**CONSTRUCTION NOTES**

- INSTALL 8" PVC (SDR-35) SEWER MAIN PER R.C.S.D. STD. DWG. G20 (SEE BEDDING PER R.C.S.D. STD. DWG. G20)
- INSTALL 8" PVC C900 (DR-18) SEWER MAIN PER R.C.S.D. STD. DWG. G20 (SEE BEDDING PER R.C.S.D. STD. DWG. G20)
- INSTALL 8" SEWER LATERALS PER R.C.S.D. STD. DWG. G20, S2080 & AFRM STD 222-2 81TH SEWER CLEANOUT AT R/R PER R.C.S.D. STD. DWG. S2070
- CONSTRUCT 48" DIA SEWER MANHOLE PER R.C.S.D. STD. DWG. S2030
- INSTALL 16" DIA STEEL CASING PER DETAIL ON SHEET 2
- CONSTRUCT 48" DIA SEWER MANHOLE PER R.C.S.D. STD. DWG. S2030 & S2050

ESTIMATED QUANTITIES	
LF	5765
EA	236
EA	184
EA	34
LF	116
EA	8

**NOTICE TO CONTRACTORS**

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

ALL CONTRACTOR AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS". THIS CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR OR SUBCONTRACTORS COMPLIANCE WITH THE SAID REGULATIONS AND ORDERS.

**OWNER**

HIGHPOINT EMERALD RIDGE LLC  
530 TECHNOLOGY, SUITE 100  
IRVINE CA 92618  
PHONE: (949) 473-0800  
CONTACT: TIM ENGLAND

**APPLICANT**

HIGHPOINT EMERALD RIDGE LLC  
530 TECHNOLOGY, SUITE 100  
IRVINE CA 92618  
PHONE: (949) 473-0800  
CONTACT: TIM ENGLAND

**SOILS ENGINEER**

LEIGHTON GROUP  
17781 CORNWALL  
IRVINE CA 92614  
PHONE: (949) 681-4263  
CONTACT: JOE ROE

**BENCHMARK**

RIVERSIDE COUNTY DESIGNATION: 008-002  
DESCRIPTION: A 3" ALUMINUM DISK  
STAMPED RIVERSIDE COUNTY V# 2 2008 AT  
THE CORNER OF THE EASTLY CORNER OF  
HARRINGTON ROAD AND 34TH STREET.  
ELEVATION (FEET): 913.63 (NGVD29)  
ADJUSTED: 11/3/2008

CITY PLAN NUMBER: IP 21-015

CITY OF JURUPA VALLEY  
ENGINEERING DEPARTMENT  
APPROVED BY: \_\_\_\_\_  
PAUL TOOR, CITY ENGINEER  
R.C.E. #48281

CITY OF JURUPA VALLEY  
ENGINEERING DEPARTMENT  
RECOMMENDED BY: \_\_\_\_\_  
TINA YORK, DEVELOPMENT SERVICES MANAGER  
R.C.E. #48367

Call 811  
1-800-227-2889

I CERTIFY THAT THE DESIGN OF THE SEWER SYSTEM IN TRACT NO. 36947 IS IN GENERAL ACCORDANCE WITH THE SEWER SYSTEM MASTER PLANS OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT, AND THAT THE WASTE DISPOSAL SYSTEM IS ADEQUATE AT THIS TIME TO TREAT THE ANTICIPATED WASTES FROM THE PROPOSED TRACT.

DIRECTOR OF ENGINEERING  
R.C.E. #48798

APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:

DATE: \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. #48798

VOID AFTER ONE YEAR FROM THIS DATE

SEAL ENGINEER  
PROACTIVE ENGINEERING CONSULTANTS  
235 South Main Street, Suite 300  
Corona, CA 92882 (951) 260-3300

PREPARED BY: \_\_\_\_\_  
SCOTT OLIVER  
REGISTERED ENGINEER NO. 8488, DATE: \_\_\_\_\_

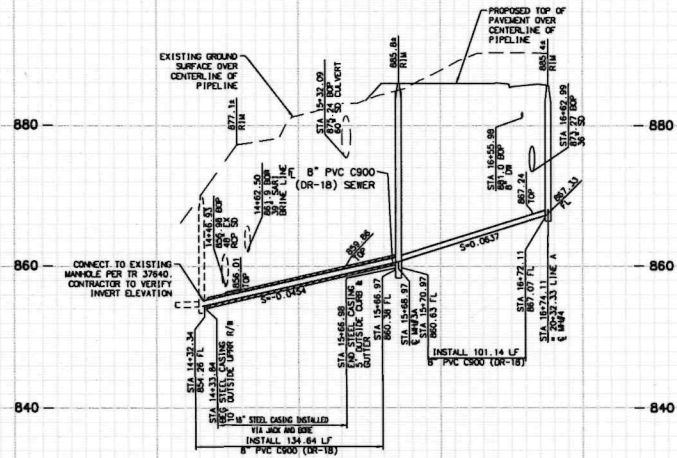
SCALE AS NOTED  
FIELD BOOK  
DESIGN  
DRAWN  
CHECKED

RUBIDOUX COMMUNITY SERVICE DISTRICT  
TR. 36947 SEWER IMPROVEMENT PLANS

TITLE SHEET

SHEET 1 of 14 SHEETS  
R.C.S.D. PLAN NO. \_\_\_\_\_



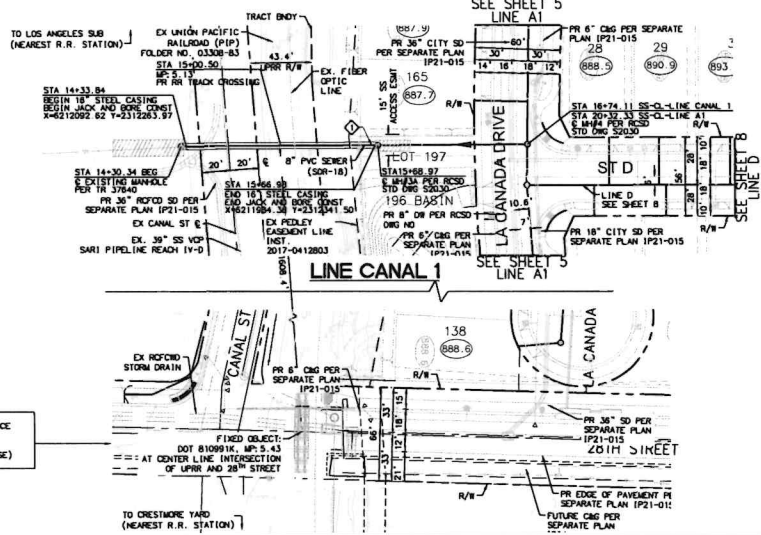


LINE CANAL 1 PROFILE

PROFILE  
 HORIZ: 1" = 40'  
 VERT: 1" = 8'

**SAWPA BRINE LINE NOTES:**  
 CONTRACTOR TO POT-HOLE BRINE LINE TO CONFIRM LOCATION AND ELEVATION. CONTRACTOR TO PROVIDE A DETAILED DRAWING (PLAN AND SECTION VIEWS) TO CLARIFY SEPARATION CLEARANCE FROM SAWPA BRINE LINE.  
 CONTRACTOR NEEDS TO FULLY SUPPORT THE BRINE LINE DURING PIT EXCAVATION, SHORING, INSTALL, SHORING REMOVAL, AND PIT BACKFILL. CONTRACTOR SHALL PROVIDE A DETAILED DESCRIPTION OF THESE OPERATIONS TO ASSURE CONTINUOUS PROTECTION. JACK AND BORE PIT SHOULD NOT BE ALLOWED TO BE EXCAVATED INTO THE ORIGINAL TRENCH OF THE BRINE LINE. PIT MUST BE MINIMUM 5 FEET FROM EDGE OF ORIGINAL TRENCH EXCAVATION.  
 ONCE JACKING OPERATION IS COMPLETED, CONTRACTOR SHALL POT-HOLE BRINE LINE TO PROVE IT HAS NOT MOVED DURING OPERATION, AND IF MOVED, PROVIDE CONCRETE ENCASEMENT OF THE BRINE LINE TO SUPPORT THE PIPELINE ONTO UNDISTURBED SOILS.  
 ANY DAMAGE OR DISPLACEMENT OF THE BRINE LINE IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED TO THE SATISFACTION OF SAWPA. SAWPA SHALL BE ALLOWED TO HAVE AN INSPECTOR ON SITE PRIOR TO AND DURING CONSTRUCTION. CONSTRUCTION SHALL NOT COMMENCE UNTIL SAWPA IS ASSURED THAT NO IMPACT TO THE BRINE LINE WILL OCCUR.

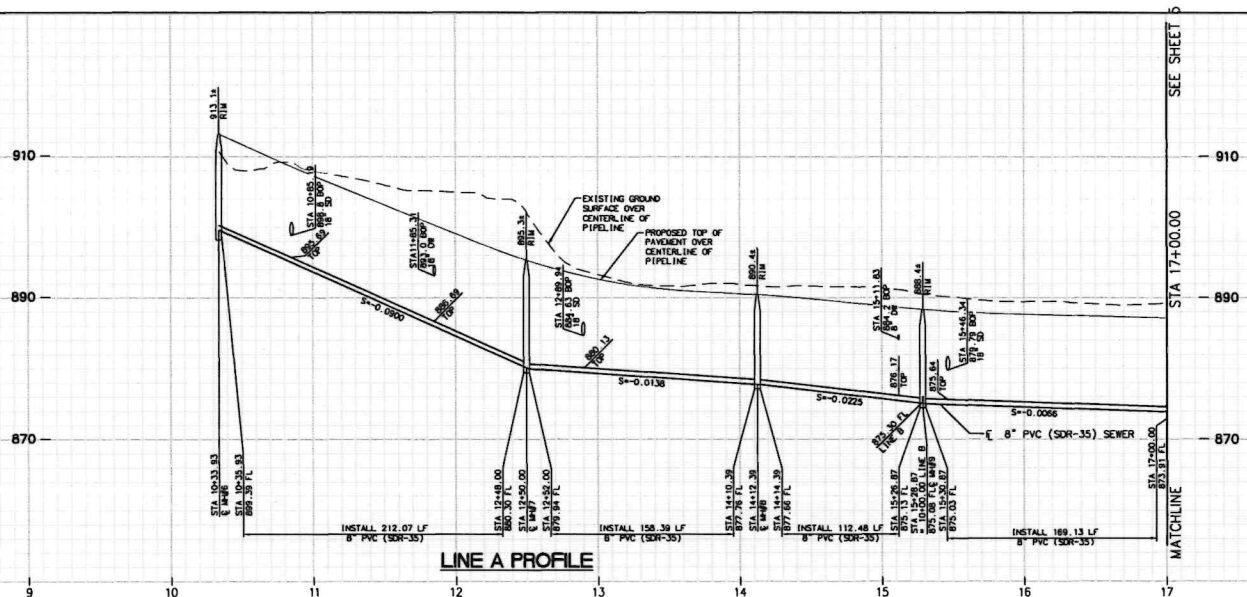
**NOTE TO CONTRACTOR**  
 MANHOLES 20' OR GREATER IN DEPTH SHALL HAVE STEEL REINFORCEMENT PER MANHOLE MANUFACTURERS SPECIFICATIONS WITH STRUCTURAL BACKFILL PLACED IN MANHOLE EXCAVATION



LINE/CURVE DATA TABLE			
BEARING/DELTA	RADIUS	LENGTH	TANGENT
154°25'58\"/>			



	APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:  DATE _____ DIRECTOR OF ENGINEERING, R.C.E. 48796	SEAL ENGINEER 	PREPARED BY: <b>PROACTIVE</b> ENGINEERING CONSULTANTS  SCOTT CLUFF REGISTERED ENGINEER NO. 85194 DATE _____	SCALE AS NOTED FIELD BOOK DESIGN DRAWN CHECKED	RUBIDOUX COMMUNITY SERVICE DISTRICT TR. 36947 SEWER IMPROVEMENT PLANS  LINE CANAL 1:14+30.34 - 16+74.11	SHEET <b>3</b> of 14 SHEETS R.C.S.D. PLAN NO.
	VOID AFTER ONE YEAR FROM THIS DATE				REVISIONS DATE BY	



**STREET LINE/CURVE DATA TABLE**

NO	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N47°50'28"E	--	209.04'	--
2	10°35'11"	300.00'	55.43'	27.79'
3	N54°25'30"E	--	432.87'	--
4	S11°53'07"E	600.00'	165.95'	83.27'
5	N46°32'32"E	--	174.30'	--

PROFILE  
HORIZ: 1" = 40'  
VERT: 1" = 8'

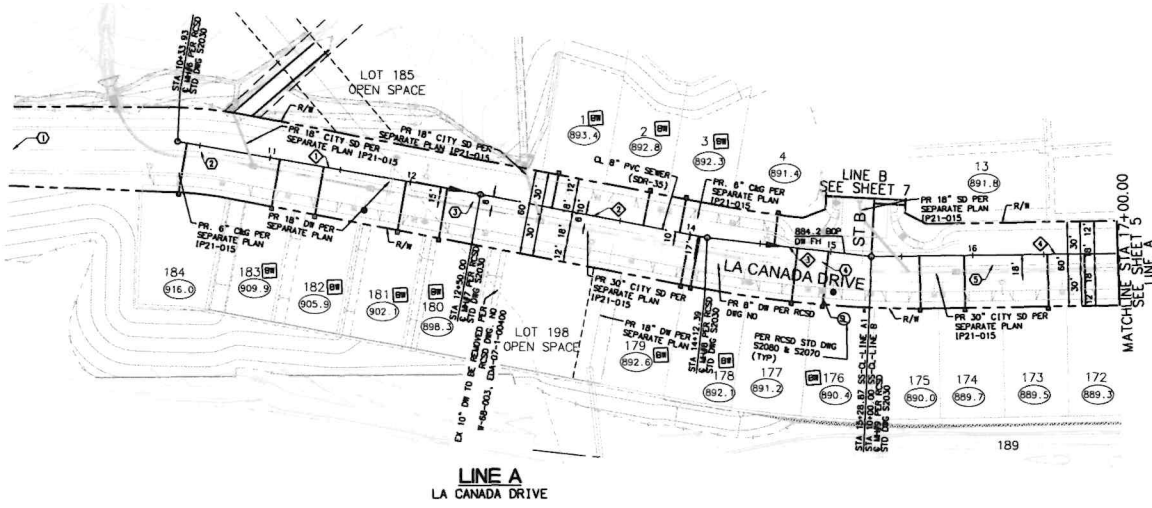
**SEWER LINE/CURVE DATA TABLE**

NO	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N57°31'37"E	--	216.07'	--
2	N52°25'30"E	--	162.39'	--
3	--	--	116.48'	--
4	N46°45'53"E	--	171.13'	--

**SEWER LATERAL DATA TABLE**

LOT	AS-BUILT STATION	LEN	INV.	INV. @ END
1				887.00
2				885.40
3				884.93
4				884.50
172	14.00	875.30		881.58
173	14.00	875.47		881.68
174	14.00	875.88		882.01
175	14.00	876.07		882.27
176	16.00	877.06		883.24
177	16.00	877.57		883.65
178	14.00	879.04		884.76
179	14.00	879.14		884.86
180	12.00	883.43		891.23
181	12.00	886.00		893.63
182	12.00	891.40		899.30
183	12.00	894.18		900.91
184	12.00	900.75		907.69

NOTES: \* LEN/INV PROVIDED FOR SS LATERALS THAT REQUIRE A GRADE BREAK. IF LEN/INV NOT PROVIDED, LATERAL IS TO BE STRAIGHT GRADE FROM MAIN TO R/W PER RCSD STANDARD DRAWING S2080.



APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:

DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48798

VOID AFTER ONE YEAR FROM THIS DATE

NO.	REVISIONS	DATE	BY



PREPARED BY: **PROACTIVE ENGINEERING CONSULTANTS**  
300 South Main Street, Suite 300  
Covington, LA 70032 (504) 280-3300

SCOTT OLSON: REGISTERED ENGINEER NO. 63194, DATE \_\_\_\_\_

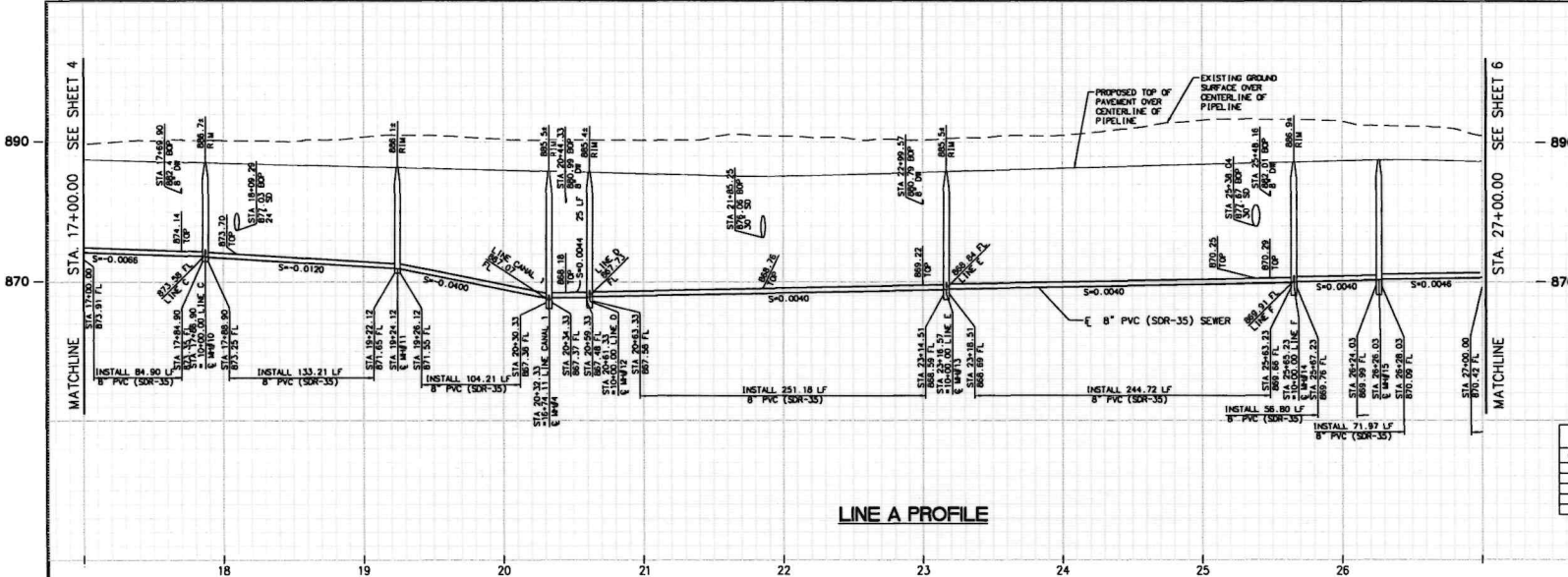
SCALE AS NOTED  
FIELD BOOK  
DESIGN  
DRAWN  
CHECKED

RUBIDOUX COMMUNITY SERVICE DISTRICT  
TR. 36947 SEWER IMPROVEMENT PLANS

LINE A: 10+33.93 - 17+00.00

SHEET  
4  
OF 14 SHEETS  
R.C.S.O. PLAN NO.

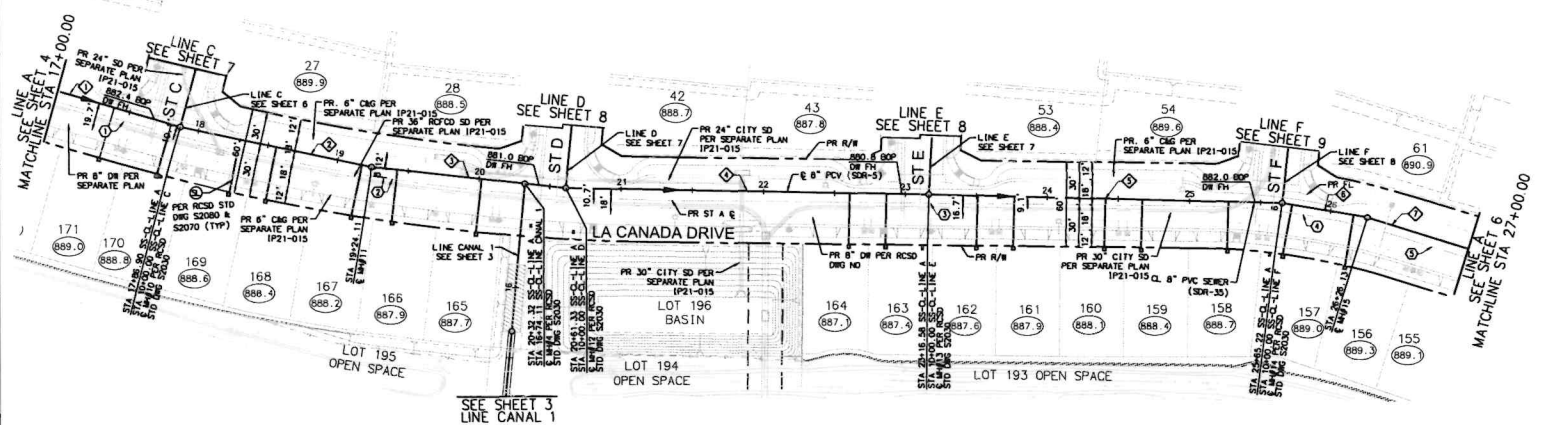




**STREET LINE/CURVE DATA TABLE**

STREET	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	M48°32'33"E	---	52.43'	---
2	N3°30'11"E	1400.00'	378.81'	190.37'
3	N31°02'21"E	---	378.92'	---
4	N1°44'09"E	500.00'	146.05'	73.55'
5	M47°48'30"E	---	45.12'	---

PROFILE  
 HORIZ: 1" = 40'  
 VERT: 1" = 8'



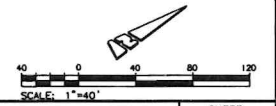
**SEWER LINE/CURVE DATA TABLE**

STREET	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	M48°45'51"E	---	86.50'	---
2	M42°15'22"E	---	137.21'	---
3	N38°38'51"E	---	255.25'	---
4	N31°28'28"E	---	248.85'	---
5	M40°14'38"E	---	83.31'	---
6	M47°48'30"E	---	73.87'	---

**SEWER LATERAL DATA TABLE**

LOT	AS-BUILT STATION	LEN 1	INW. 1	INW. #	RCSD
156	---	---	---	881.83	---
157	---	---	---	881.96	---
158	15.00	870.05	---	880.35	---
159	15.00	870.81	---	880.41	---
160	15.00	870.70	---	880.30	---
161	9.00	870.18	---	879.26	---
162	9.00	870.07	---	880.34	---
163	9.00	869.73	---	879.27	---
164	9.00	869.63	---	879.24	---
165	15.00	869.79	---	879.88	---
166	15.00	872.20	---	880.26	---
167	15.00	873.02	---	880.44	---
168	15.00	873.75	---	880.58	---
169	15.00	874.06	---	880.80	---
170	15.00	874.89	---	881.09	---
171	15.00	874.97	---	881.24	---

NOTES: \* LEN/INW PROVIDED FOR SS LATERALS THAT REQUIRE A GRADE BREAK, IF LEN/INW NOT PROVIDED, LATERAL IS TO BE STRAIGHT GRADE FROM MAIN TO R/W PER RCSD STANDARD DRAWING S2080.

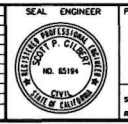


APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION.

DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48798

VOID AFTER ONE YEAR FROM THIS DATE

NO.	REVISIONS	DATE	BY



PREPARED BY: **PROACTIVE ENGINEERING CONSULTANTS**  
 200 South Main Street, Suite 300  
 Corona, CA 92882 (951) 280-3300

SCOTT OLSEN: REGISTERED ENGINEER NO. 85194, DATE \_\_\_\_\_

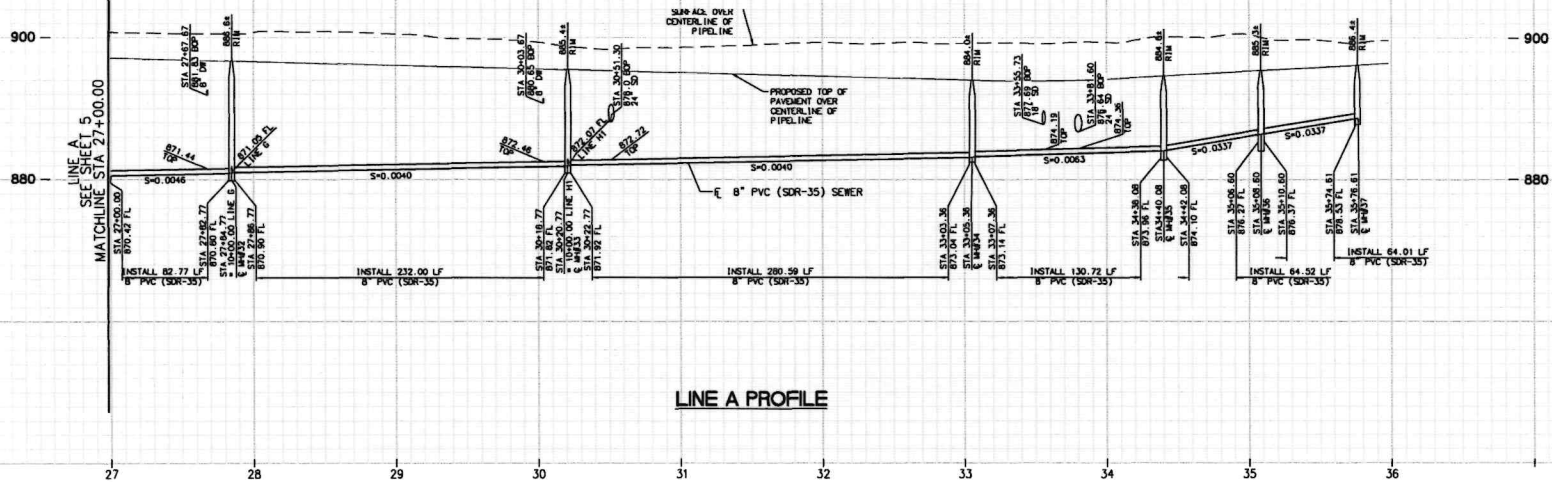
SCALE AS NOTED  
 FIELD BOOK  
 DESIGN  
 DRAWN  
 CHECKED

RUBIDOUX COMMUNITY SERVICE DISTRICT  
 TR. 36947 SEWER IMPROVEMENT PLANS

LINE A: 17+00.00 - 27+00.00

SHEET 5 of 14 SHEETS  
 R.C.S.D. PLAN NO. \_\_\_\_\_

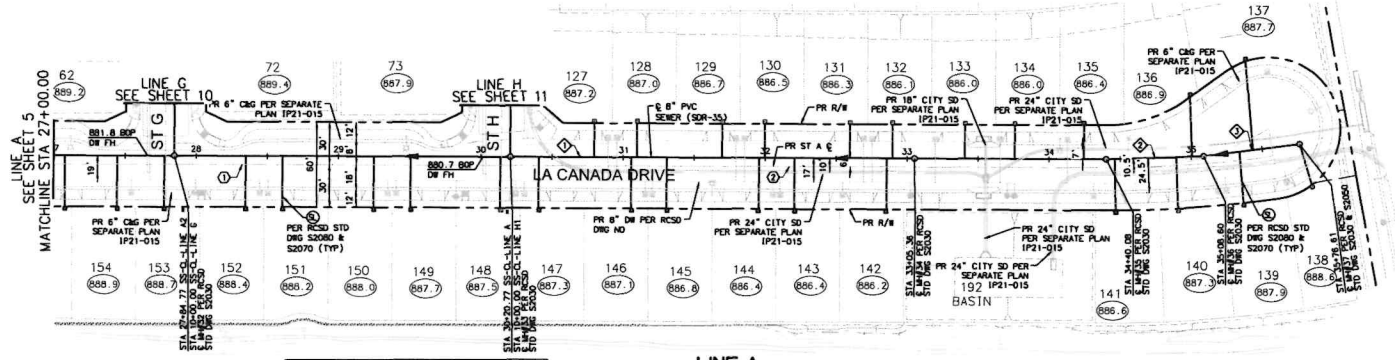




PROFILE  
 HORZ: 1" = 40'  
 VERT: 1" = 6'

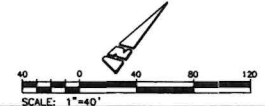
SEWER LATERAL DATA TABLE				
LOT	AS-BUILT STATION	LEN 1	INV. 1	INV. @ R/W
127	---	---	---	879.48
128	---	---	---	879.35
129	---	---	---	878.98
130	---	---	---	878.65
131	---	---	---	878.55
132	---	---	---	878.45
133	---	---	---	878.25
134	---	---	---	878.30
135	8.00	879.05	879.60	---
136	7.00	879.89	880.60	---
137	6.00	880.34	881.47	---
138	---	---	---	881.10
139	---	---	---	880.14
140	10.00	878.00	879.59	---
141	10.00	878.39	878.92	---
142	---	---	---	878.41
143	---	---	---	878.73
144	---	---	---	878.66
145	---	---	---	879.18
146	---	---	---	879.31
147	---	---	---	879.64
148	---	---	---	879.78
149	---	---	---	880.09
150	---	---	---	880.22
151	---	---	---	880.54
152	---	---	---	880.68
153	---	---	---	880.97
154	---	---	---	881.33
155	---	---	---	881.32

NOTES: \*  
 LEN/INV PROVIDED FOR SS LATERALS THAT REQUIRE A GRADE BREAK; IF LEN/INV NOT PROVIDED, LATERAL IS TO BE STRAIGHT GRADE FROM MAIN TO R/W PER RCSD STANDARD DRAWING S2080.



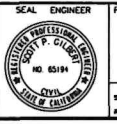
STREET LINE/CURVE DATA TABLE			
BEARING/Delta	RADIUS	LENGTH	TANGENT
1 N47°48'30"E	---	356.80'	---
2 N47°48'30"E	---	425.33'	---
3 S1°02'05"	177.24'	96.00'	49.21'

LINE/CURVE DATA TABLE			
BEARING/Delta	RADIUS	LENGTH	TANGENT
1 N47°48'30"E	---	740.08'	---
2 N47°48'30"E	---	68.53'	---
3 N40°13'10"E	---	68.02'	---



APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:  
 DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.C. 48798  
 VOID AFTER ONE YEAR FROM THIS DATE

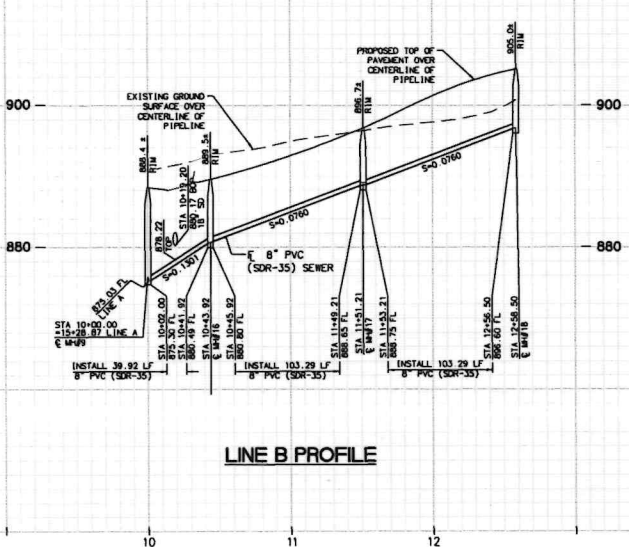
BY	REVISIONS	DATE	BY



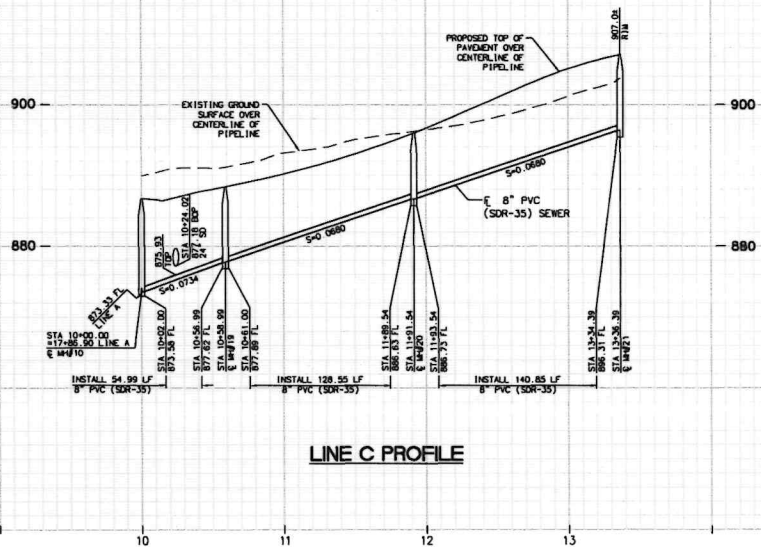
PREPARED BY:  
**PROACTIVE**  
 ENGINEERING CONSULTANTS  
 200 South Main Street, Suite 300  
 Corona, CA 92882 (951) 280-3300  
 SCOTT O'BRIEN  
 REGISTERED ENGINEER NO. 65194 DATE \_\_\_\_\_

SCALE AS NOTED  
 FIELD BOOK  
 DESIGN  
 DRAWN  
 CHECKED

RUBIDOUX COMMUNITY SERVICE DISTRICT  
 TR. 36947 SEWER IMPROVEMENT PLANS  
 LINE A: 27+00.00- 35+76.61  
 SHEET  
 6  
 OF 14 SHEETS  
 R.C.S.D. PLAN NO.



LINE B PROFILE

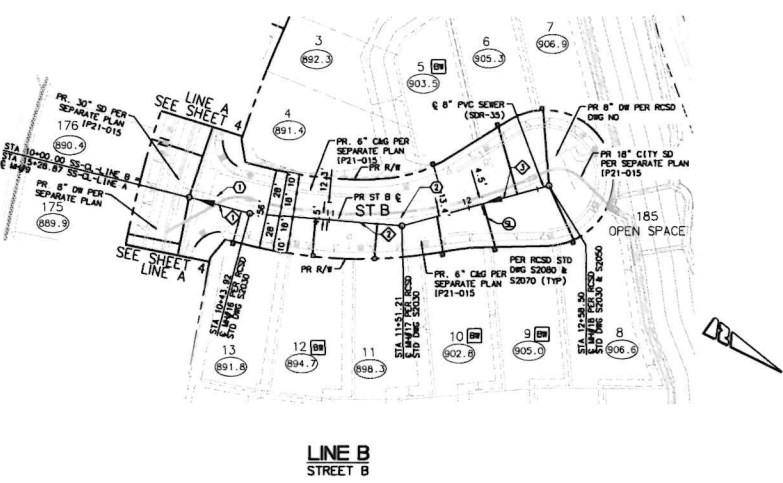


LINE C PROFILE

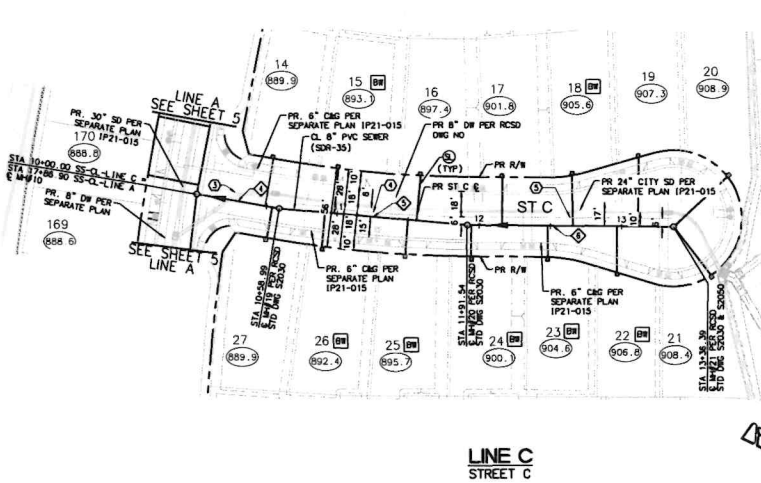
STREET LINE/CURVE DATA TABLE				
STATION	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N30° 33' 09" W	---	49.84	---
2	S23° 13' 13" E	300.00	211.47	110.34
3	N44° 40' 33" W	---	65.01	---
4	S9° 25' 58" E	800.00	131.71	66.00
5	N54° 08' 54" W	---	144.84	---

SEWER LINE/CURVE DATA TABLE				
STATION	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N30° 33' 09" W	---	43.92	---
2	N48° 38' 57" W	---	107.29	---
3	N69° 50' 13" W	---	107.29	---
4	N44° 40' 33" W	---	58.99	---
5	N48° 23' 34" W	---	132.55	---
6	N54° 08' 54" W	---	144.84	---

PROFILE  
HORIZ: 1" = 40'  
VERT: 1" = 8'



LINE B STREET B



LINE C STREET C

SEWER LATERAL DATA TABLE				
LOT	AS-BUILT STATION	LEN	INV.	INV @ END
3	---	---	---	894.05
5	---	---	---	897.40
6	---	---	---	899.00
7	---	---	---	899.31
8	---	---	---	896.60
9	---	---	---	893.35
10	---	---	---	899.46
11	---	---	---	896.44
12	---	---	---	893.56
13	---	---	---	892.32
14	6.00	891.19	---	892.23
15	6.00	893.29	---	894.23
16	---	---	---	897.73
17	---	---	---	892.32
18	---	---	---	896.39
19	6.00	897.07	---	899.92
20	6.00	899.86	---	901.70
21	---	---	---	901.50
22	---	---	---	898.90
23	---	---	---	895.11
24	---	---	---	890.50
25	---	---	---	897.25
26	---	---	---	894.06
27	---	---	---	893.51

NOTES: \* LEN/INV PROVIDED FOR SS LATERALS THAT REQUIRE A GRADE BREAK. IF LEN/INV NOT PROVIDED, LATERAL IS TO BE STRAIGHT GRADE FROM MAIN TO R/W PER RCSD STANDARD DRAWING S2080.

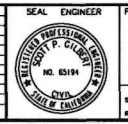


APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION.

DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R. C. E. 48796

VOID AFTER ONE YEAR FROM THIS DATE

NO.	REVISIONS	DATE	BY



PREPARED BY: **PROACTIVE** ENGINEERING CONSULTANTS  
300 South Main Street, Suite 303  
Covington, LA 70038

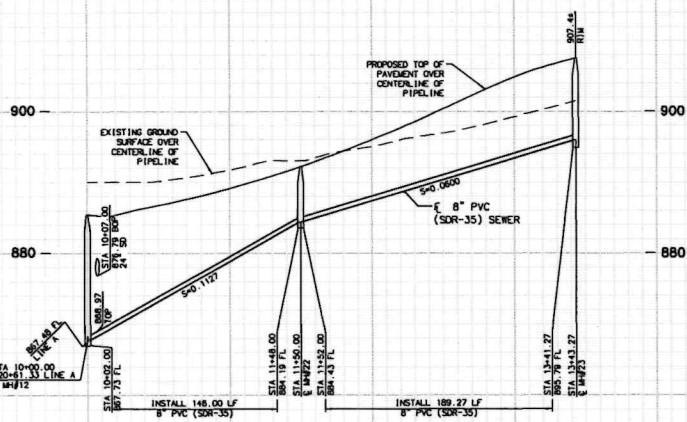
SCOTT OLSNER: REGISTERED ENGINEER NO. 63388, DATE \_\_\_\_\_

RUBIDOUX COMMUNITY SERVICE DISTRICT  
TR. 36947 SEWER IMPROVEMENT PLANS

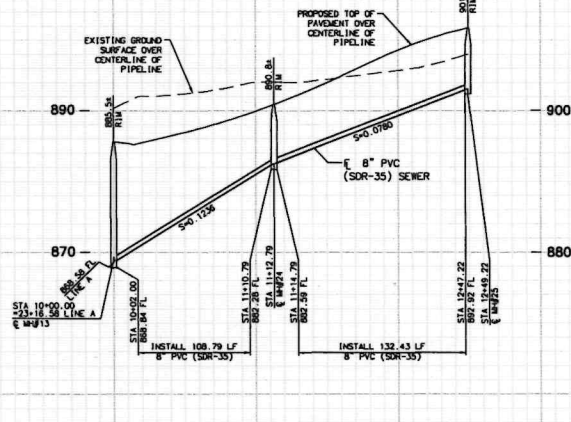
LINE B: 10+00.00 - 12+58.50  
LINE C: 10+00.00 - 13+36.39

SHEET 7 of 14 SHEETS  
R.C.S.D. PLAN NO. \_\_\_\_\_

Date: 08/11/2011 10:53:26 AM  
 Project: TR. 36947 SEWER IMPROVEMENT PLANS  
 Drawing: TR. 36947 SEWER IMPROVEMENT PLANS - SHEET 7

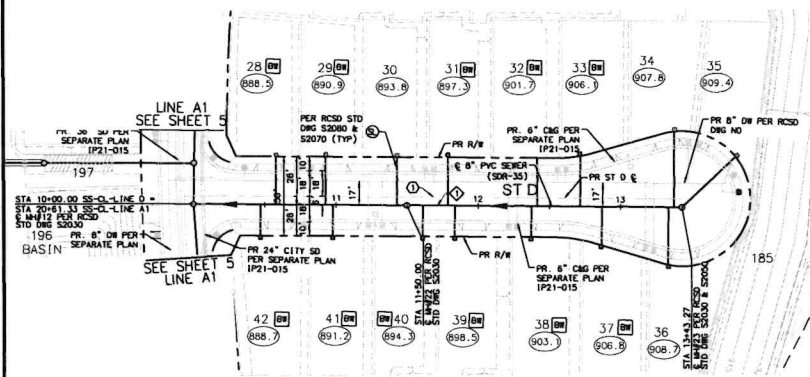


LINE D PROFILE

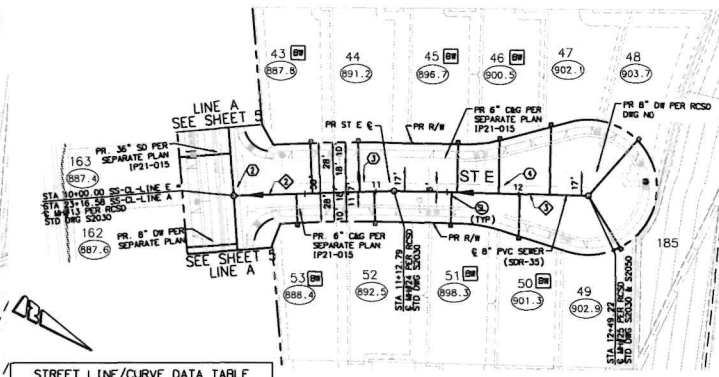


LINE E PROFILE

PROFILE  
HORIZ: 1" = 40'  
VERT: 1" = 8'



LINE D  
STREET D



LINE E  
STREET E

STREET LINE/CURVE DATA TABLE

ID	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N54°05'39"E	---	349.40'	---
2	N55°57'39"E	---	16.50'	---
3	05°54'00"	1000.00'	102.97'	51.53'
4	N53°03'39"E	---	136.43'	---

SEWER LINE/CURVE DATA TABLE

ID	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N54°05'39"E	---	349.27'	---
2	N56°17'07"E	---	112.79'	---
3	N53°03'39"E	---	136.43'	---

SEWER LATERAL DATA TABLE

LOT	AS-BUILT STATION	PLEN 1	PI INV. 1	INV. @ R/O
28	---	---	---	886.67
29	---	---	---	883.03
30	20.00	884.89	886.57	---
31	20.00	887.39	886.51	---
32	20.00	891.14	891.66	---
33	---	---	898.70	---
34	---	---	901.20	---
35	---	---	922.56	---
36	---	---	901.00	---
37	---	---	897.40	---
38	---	---	893.48	---
39	---	---	888.55	---
40	---	---	887.26	---
41	---	---	883.31	---
42	---	---	880.89	---
43	---	---	880.88	---
44	---	---	883.39	---
45	---	---	888.90	---
46	---	---	891.20	---
47	---	---	894.35	---
48	---	---	896.20	---
49	---	---	896.20	---
50	---	---	893.10	---
51	---	---	888.53	---
52	---	---	884.18	---
53	---	---	880.90	---

NOTES: \* LEN/INV PROVIDED FOR SS LATERALS THAT REQUIRE A GRADE BREAK. IF LEN/INV NOT PROVIDED, LATERAL IS TO BE STRAIGHT GRADE FROM MAIN TO R/W PER RCSD STANDARD DRAWING S2080.



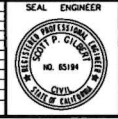
APPROVED BY THE RIBUDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION.

DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48796

VOID AFTER ONE YEAR FROM THIS DATE

REVISIONS

NO.	DATE	BY



PREPARED BY: **PROACTIVE** ENGINEERING CONSULTANTS  
200 South Main Street, Suite 300  
Corona, CA 92882 (951) 280-3300

SCOTT OLSNER: REGISTERED ENGINEER NO. 83194, DATE \_\_\_\_\_

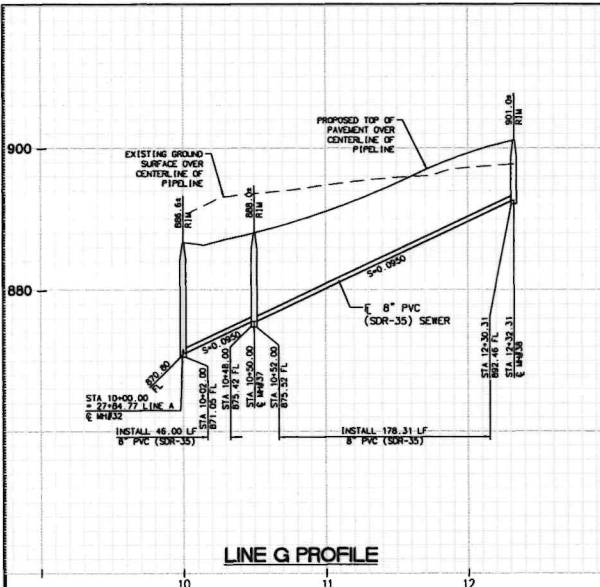
SCALE AS NOTED  
FIELD BOOK  
DESIGN  
DRAWN  
CHECKED

RIBUDOUX COMMUNITY SERVICE DISTRICT  
TR. 36947 SEWER IMPROVEMENT PLANS

LINE D: 10+00.00 - 13+43.27  
LINE E: 10+00.00 - 12+49.22

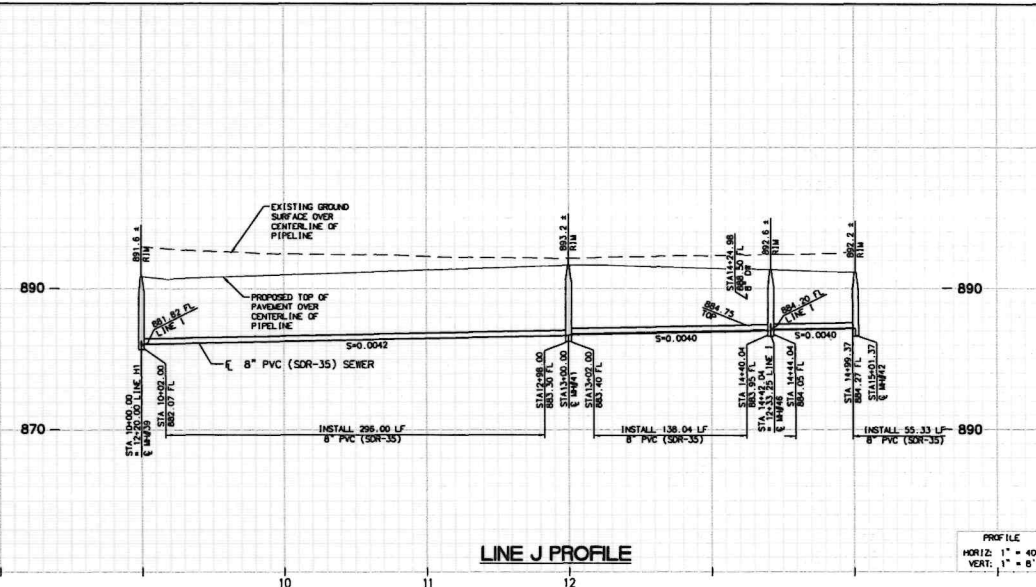
SHEET  
8  
of 14 SHEETS  
R.C.S.D. PLAN NO.





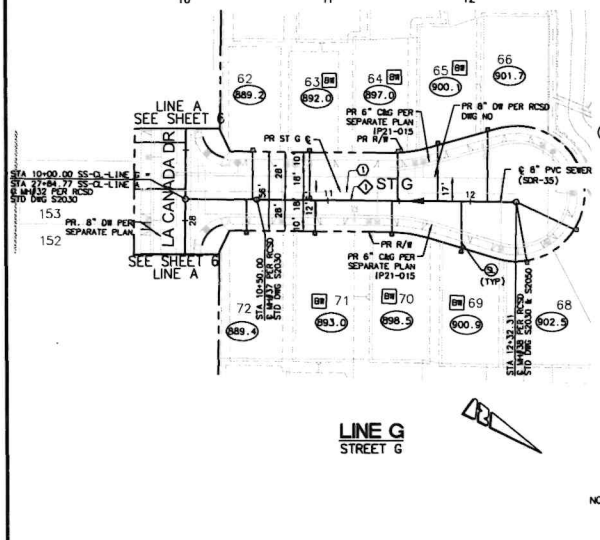
**STREET LINE/CURVE DATA TABLE**

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N42°13'30\"/>			



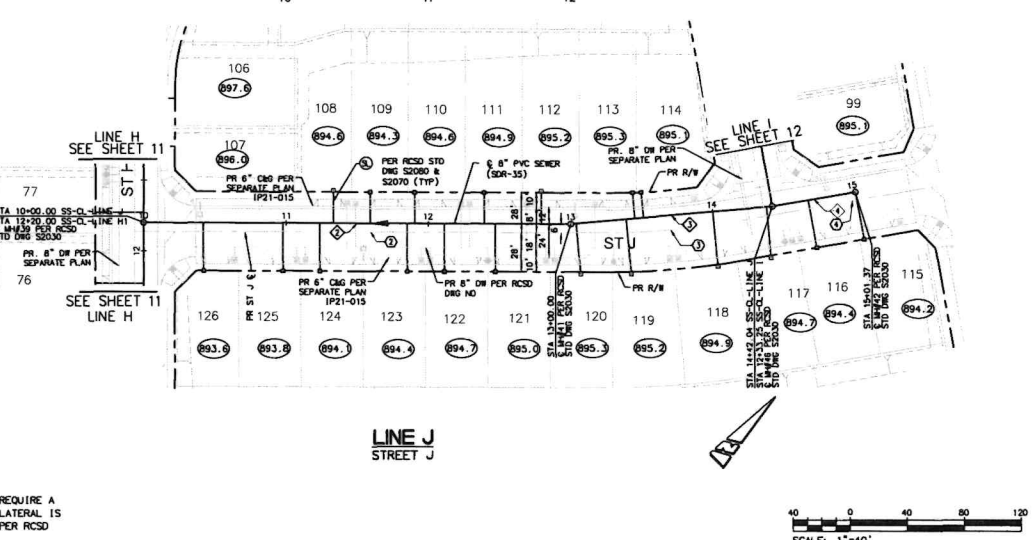
**LINE/CURVE DATA TABLE**

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N42°13'30\"/>			



**SEWER LATERAL DATA TABLE**

LOT	AS-BUILT STATION	PLEN 1	PR INV. 1	INV. @ ROW
62	---	---	---	881.60
63	---	---	---	884.50
64	---	---	---	885.28
65	---	---	---	891.70
66	---	---	---	894.00
67	---	---	---	895.90
68	---	---	---	895.10
69	---	---	---	893.70
70	---	---	---	888.89
71	---	---	---	884.77
72	---	---	---	882.03
106	---	---	---	886.45
109	---	---	---	890.63
110	---	---	---	886.84
111	---	---	---	887.18
112	---	---	---	887.45
113	---	---	---	887.56
114	---	---	---	887.52
115	---	---	---	886.37
116	---	---	---	886.78
117	---	---	---	887.11
118	---	---	---	887.21
119	---	---	---	887.56
120	---	---	---	887.64
121	---	---	---	887.23
122	---	---	---	886.99
123	---	---	---	886.81
124	---	---	---	886.39
125	---	---	---	886.211
126	---	---	---	885.63



NOTES: LEN/INV PROVIDED FOR SS LATERALS THAT REQUIRE A GRADE BREAK. IF LEN/INV NOT PROVIDED, LATERAL IS TO BE STRAIGHT GRADE FROM MAIN TO R/W PER RCSD STANDARD DRAWING S2080.

1-800-227-2600

APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:

DATE \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48798

VOID AFTER ONE YEAR FROM THIS DATE

SEAL ENGINEER

NO. 83194

PREPARED BY:

**PROACTIVE**  
ENGINEERING CONSULTANTS  
200 South Main Street, Suite 300  
Corona, CA 92882 (951) 289-3300

SCOTT OLIVER:  
REGISTERED ENGINEER NO. 83384, DATE \_\_\_\_\_

SCALE AS NOTED

FIELD BOOK \_\_\_\_\_

DESIGN \_\_\_\_\_

DRAWN \_\_\_\_\_

CHECKED \_\_\_\_\_

RUBIDOUX COMMUNITY SERVICE DISTRICT

TR. 36947 SEWER IMPROVEMENT PLANS

LINE G: 10+00.00 - 12+32.31  
LINE J: 10+00.00 - 15+01.37

SHEET

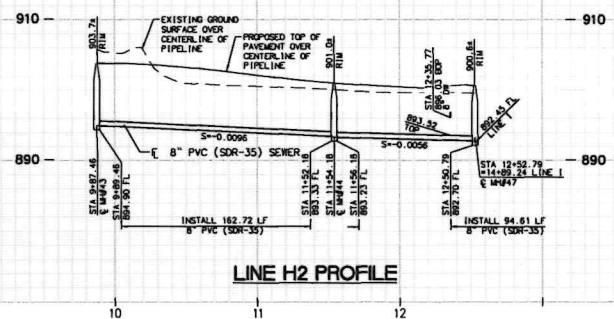
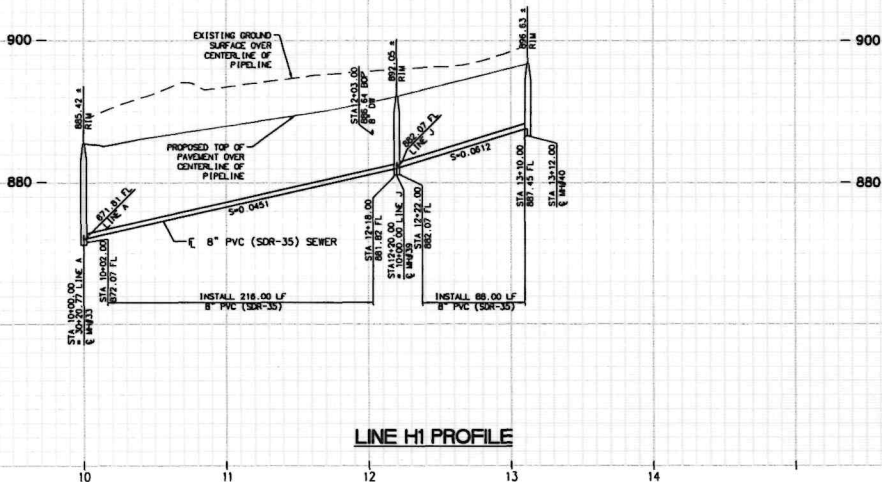
10

of 14 SHEETS

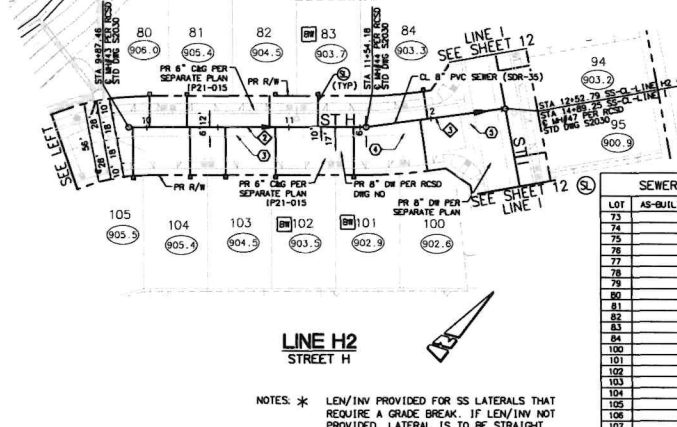
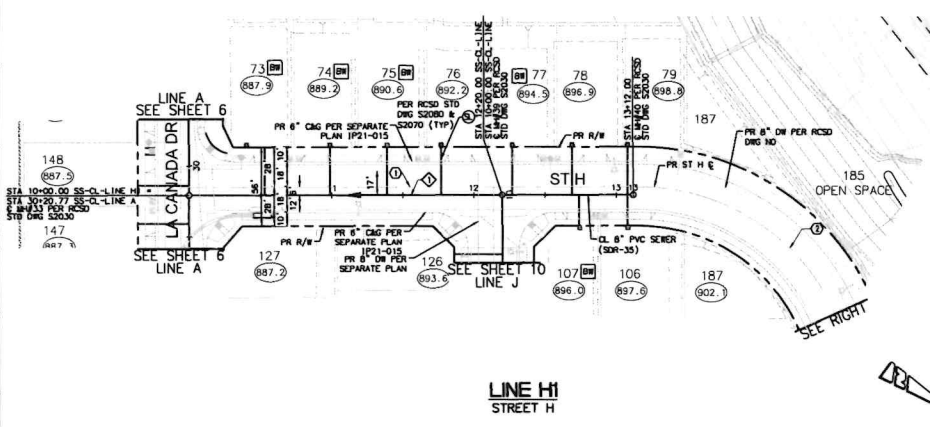
R.C.S.D. PLAN NO. \_\_\_\_\_

Drawing Number: 21161032 - (Former Project/Contract/Line Improvement) 103677 - 010109  
 Project No: 2007 - 01330 - 01





PROFILE  
HORIZ: 1" = 40'  
VERT: 1" = 8'

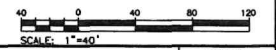


LOT	AS-BUILT STATION	PLAN I	INW. I	INV. @ R/W
73	---	---	---	880.41
74	---	---	---	882.20
75	---	---	---	883.74
76	---	---	---	884.63
77	---	---	---	886.75
78	---	---	---	888.85
79	---	---	---	890.99
80	---	---	---	898.24
81	---	---	---	898.08
82	---	---	---	897.10
83	---	---	---	896.40
84	---	---	---	895.53
100	---	---	---	894.74
101	---	---	---	895.44
102	19.00	895.23	---	896.58
103	---	---	---	897.41
104	---	---	---	897.78
105	---	---	---	898.08
106	---	---	---	899.07
107	---	---	---	899.07

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N42°13'30"E	---	392.00'	---
2	S0°00'00"E	150.00'	235.62'	150.00'
3	N47°46'30"E	---	154.18'	---
4	S10°15'28"E	300.00'	53.62'	26.88'
5	N37°32'04"E	---	40.22'	---

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N42°13'30"E	---	312.00'	---
2	N47°46'30"E	---	166.72'	---
3	N40°15'25"E	---	98.60'	---

NOTES: \* LEN/INW PROVIDED FOR SS LATERALS THAT REQUIRE A GRADE BREAK. IF LEN/INW NOT PROVIDED, LATERAL IS TO BE STRAIGHT GRADE FROM MAIN TO R/W PER RCSD STANDARD DRAWING S2080.

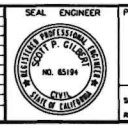


APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION

DATE: \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48798

VOID AFTER ONE YEAR FROM THIS DATE

NO.	DATE	BY	REVISIONS



SEAL ENGINEER: SCOTT OLSEN, NO. 65194

PREPARED BY: PROACTIVE ENGINEERING CONSULTANTS, 200 South Main Street, Suite 300, Corona, CA 92882, (951) 280-3300

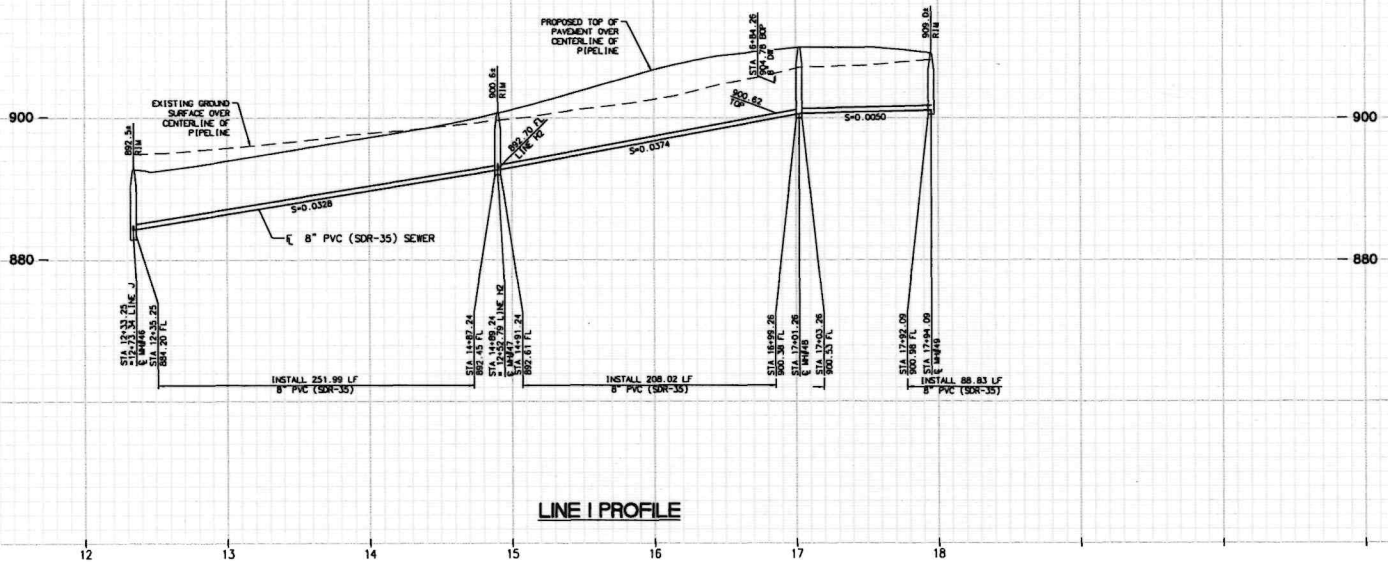
REGISTERED ENGINEER NO. 8888, DATE: \_\_\_\_\_

RUBIDOUX COMMUNITY SERVICE DISTRICT  
TR. 36947 SEWER IMPROVEMENT PLANS

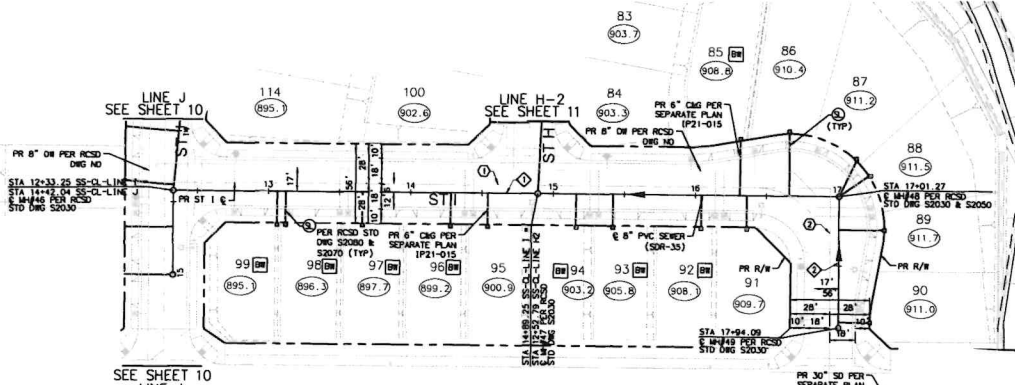
LINE H1: 10+00.00 - 13+12.00  
LINE H2: 10+00.00 - 12+52.79

SHEET 11 OF 14 SHEETS  
R.C.S.D. PLAN NO. \_\_\_\_\_





PROFILE  
HORIZ: 1" = 40'  
VERT: 1" = 8'

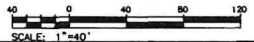


BEARING/Delta	RADIUS	LENGTH	TANGENT
N52°27'56\"	---	468.02'	---
N37°32'04\"	---	146.32'	---

BEARING/Delta	RADIUS	LENGTH	TANGENT
N52°27'56\"	---	468.02'	---
N37°32'04\"	---	92.82'	---

LOT	AS-BUILT STATION	FLDN 1	FLDN 1	FLDN 1	INV @ ROW
85	---	---	---	---	902.20
86	---	---	---	---	903.10
87	---	---	---	---	903.70
88	---	---	---	---	903.60
89	---	---	---	---	904.00
90	---	---	---	---	903.30
91	---	---	---	---	902.68
92	---	---	---	---	901.27
93	---	---	---	---	897.76
94	---	---	---	---	899.28
95	---	---	---	---	893.35
96	---	---	---	---	892.41
97	---	---	---	---	890.37
98	---	---	---	---	888.59
99	---	---	---	---	888.59

NOTES: \* LEN/INV PROVIDED FOR SS LATERALS THAT REQUIRE A GRADE BREAK. IF LEN/INV NOT PROVIDED, LATERAL IS TO BE STRAIGHT GRADE FROM MAIN TO R/W PER RCSD STANDARD DRAWING S2080.



APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:	
DATE _____	DIRECTOR OF ENGINEERING, R.C.E. 48788
VOID AFTER ONE YEAR FROM THIS DATE	
REV	REVISIONS



PREPARED BY:  
**PROACTIVE**  
ENGINEERING CONSULTANTS  
230 South Main Street, Suite 209  
Corona, CA 92882 (951) 280-3300

NOTED BY:  
REGISTERED ENGINEER NO. 83384, DATE \_\_\_\_\_

SCALE AS NOTED FIELD BOOK DESIGN DRAWN CHECKED	RUBIDOUX COMMUNITY SERVICE DISTRICT TR. 36947 SEWER IMPROVEMENT PLANS  LINE I: 12+33.25 - 17+94.09	SHEET 12 of 14 SHEETS R.C.S.D. PLAN NO.
--	---	--

Proactive Consulting Services  
1000 Redwood Blvd., Suite 200  
Corona, CA 92882

**PIPELINE CROSSING AGREEMENT**

File No. 312, Customer Referral, Land Subdivision  
Licenses: 02000000, 02000000, 02000000

This Agreement ("Agreement") is made and entered into as of February 10, 2022, ("Effective Date") by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Licensor") and RUBIDOUX COMMUNITY SERVICES DISTRICT, to be addressed at 1900 Redwood Blvd., Corona Valley, California 92509 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**Article 1. LICENSOR GRANTS RIGHT.**  
A. In consideration of the license fee to be paid by Licensee set forth below and further recitation of the contract and agreement to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) right-of-way ("Right-of-Way") pipeline consisting of a sixteen inch (16") steel pipe crossing over an underground sewer pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensor's Facilities") across Licensor's real property, easements, or other facilities located in Corona Valley, Riverside County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensor's Facilities are, along, across and under Railroad Property are detailed in and shown on the Plan and Specifications dated December 08, 2021, attached hereto in Exhibit A and made a part hereof.  
B. Licensee represents and warrants that Licensor's Facilities will fit and be used for use (1) right-of-way ("Right-of-Way") pipeline consisting of a sixteen inch (16") steel pipe crossing over an underground sewer pipeline crossing, and (2) not be used to convey any other substance, gas, liquid, cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensee with third-party design, Licensor's Facilities ("Third-Party Design") Licensee authorizes Licensee to use the Digital Imagery in preparing Exhibit A. Licensee represents and warrants that through a Licensee or otherwise, it has the right to use the Digital Imagery and to permit Licensee to use the Digital Imagery in said manner.

**Article 2. LICENSE FEE.**  
Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Six Thousand One Hundred Ninety Dollars (\$6,190.00).

**Article 3. TERM.**  
This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated or provided in the "TERMINATION, REMOVAL OF LICENSEE'S FACILITIES" Section of Exhibit B.  
**Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**  
Licensee represents and warrants that all work on Licensor's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto in Exhibit B and made a part hereof.

**Article 5. INSURANCE.**  
A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in Exhibit C, attached hereto and made a part hereof. Upon request only, Licensee shall submit copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.  
B. If Licensee is subject to statutory limiting its insurance liability (including its ability to obtain insurance in compliance with Exhibit C of this Agreement, then statute shall apply).

**Article 6. DEFINITION OF LICENSEE.**  
For purposes of this Agreement, all references in this Agreement to Licensee will include Licensor's contractor, subcontractors, officers, agents and employees, and others acting under or in their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensor's Facilities (including initial construction and subsequent installation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of Exhibit B. Licensee shall require any Contractor to release, defend, and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensee hereof.

**Article 7. ATTORNEY'S FEES, EXPENSES, AND COSTS.**  
If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensee to enforce its rights under this Agreement, all fees, costs, and expenses, including without limitation, reasonable attorney's fees and court costs of the prevailing Party in such motion, suit, or proceeding shall be reimbursed by and to the Party against the judgment or decision if rendered. The provision of this Article shall survive the termination of this Agreement.

**Article 8. WAIVER OF BREACH.**  
The waiver by Licensee of the breach of any condition, covenant or agreement herein contained to be kept observed and performed by Licensee shall in no way prevent the right of Licensee to avail itself of any remedy for any subsequent breach thereof.

**Article 9. ASSIGNMENT.**  
A. Licensee shall not assign this Agreement, in whole or in part, or any rights hereunder granted, without the written consent of Licensor, which must be requested by writing to Licensor. Any assignment or attempted transfer of this Agreement or any of the rights herein created, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensee's termination of the Agreement pursuant to the "TERMINATION, REMOVAL OF LICENSEE'S FACILITIES" Section of Exhibit B.  
B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties, their successors, heirs, and assigns, executors, and administrators.

**Article 10. SEVERABILITY.**  
Any provision of this Agreement which is deemed to be a part of such provision to be invalid or unenforceable shall be modified so as to be enforceable only to the extent of such modification, which shall not invalidate or otherwise render ineffective any other provision of the Agreement.

**Article 11. NOTICES.**  
Except Licensor's communications of work notices required under Exhibit B, all other notices required by this Agreement shall be in writing, and if personally served upon the business address listed below ("Notice Address"), (b) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express, Corporation or United Parcel Service or the Notice Address, or (c) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

To Licensor: Union Pacific Railroad Company  
Attn: Andy  
180 Douglas Street, ME 109  
Oroville, Nevada 95973

To Licensor: RUBIDOUX COMMUNITY SERVICES DISTRICT  
1900 Redwood Blvd.  
Corona Valley, California 92509


**Article 12. SPECIAL PROVISION - CONSTRUCTION OBSERVATION.**  
Licensee requires Licensee to provide monitoring of tracks and construction observation through Licensee approved observers trained during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpro Field Services  
Email: [RFS@railpro.com](mailto:RFS@railpro.com)  
Phone: (801)223-5771

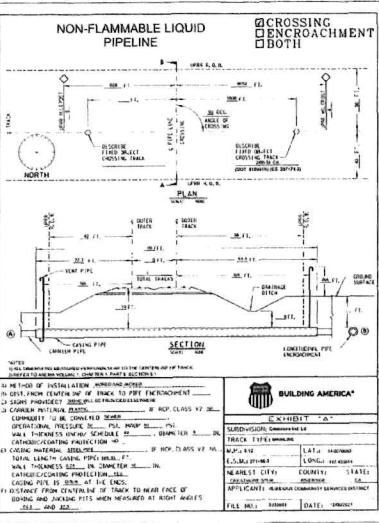
B. Licensee shall not commence any work until: (1) Licensee has determined whether flagging an open special practice or safety measure ("Safety Measure") are required for performance of the work pursuant to the "FLAGGING" Section of this Exhibit B and provided Licensee written authorization to commence work, and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this Exhibit B.  
C. If, at any time, an emergency arises involving Licensor's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-5287.

**Section 4. FLAGGING.**  
A. Following Licensor's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK, EMERGENCIES" Section of this Exhibit B, Licensee shall inform Licensor of Safety Measures required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required to work any kind may be performed scheduled. If no Safety Measures are required, Licensee will give Licensee written authorization to commence work.  
B. If any Safety Measures are performed or provided by Licensee, including but not limited to flagging, Licensee shall bill Licensee for such expenses incurred by Licensee, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensee and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this Exhibit B. If Licensee performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of its responsibilities or liabilities or fees in this Agreement.  
C. For flagging, the rate of pay per job for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time for such performance. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, retirement, social security, Railroad Retirement and unemployment compensation, occupational pension, Employees Liability and Property Damage, and administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times current hourly rate for overtime, Saturday and holidays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiation or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.  
D. Reimbursement to Licensee will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagger following the flagger agreement to work on the project for which Licensee is required to pay the flagger and which could not reasonably be avoided by Licensee by assignment of such flagger to other work, even though flagger may not be working during such time. When it becomes necessary for Licensee to halt or assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensee a minimum of

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY  
By:   
Name: Chad O. Brown  
Title: Manager - Real Estate  
Union Pacific Railroad Company

RUBIDOUX COMMUNITY SERVICES DISTRICT  
By:   
Name: Ted Beckwith  
Title: Director of Engineering



**EXHIBIT B**  
**GENERAL TERMS AND CONDITIONS**  
**Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**  
A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain all other property including the right and power of Licensee to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optic, or other facilities, whether above or below ground, on or off all or parts of its property, all of or which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.  
B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of Licensor and lessees of Railroad Property) and the right of Licensee to trace and extend the same, and to make such a covenant of title or quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permissions, licenses and grants necessary on account of any such existing rights.  
**Section 2. ENGINEERING REQUIREMENTS, PERMITS.**  
A. Licensor's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (a) Licensor's current engineering standards and specifications, including those for strength and cribbing to protect Licensor's railroad operation and facilities ("PIP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering - Design or its authorized representative ("PIP Engineering Representative"); (b) such other additional safety standards as Licensor, in its sole discretion, deems to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (c) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and standards (collectively, "Law"). If there is any conflict between UP Specifications, UP Additional Requirements, and Law, the most restrictive will apply.  
B. Licensee shall keep the end of Licensor's Facilities thoroughly compacted, and maintain the grade over and around Licensor's Facilities even with the surface of the adjacent ground.  
C. If needed, Licensee shall secure, at Licensor's sole cost and expense, any and all necessary permits required to perform any work on Licensor's Facilities.  
**Section 3. NOTICE OF COMMENCEMENT OF WORK, EMERGENCIES.**  
A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensor's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS, PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensor shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensor's Facilities.

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagger charges for the days that flagger was not used, but through flagger is no longer required for that project. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after each five-day cessation notice has been given to Licensee.

**Section 5. SAFETY.**  
A. Safety of personnel, property, rail operations and the public is of paramount importance in the performance of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensor's Facilities to be performed by Licensee or its contractor. Licensee shall be responsible for installing, maintaining and supervising all safety equipment and programs in connection with any work on Licensor's Facilities. Licensee and its contractor shall, at a minimum comply with Licensor's then current safety standards listed in the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As part of Licensor's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.  
**Section 6. LICENSEE'S PAYMENT OF EXPENSES.**  
B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.  
C. Licensee represents and warrants that all parts of Licensor's Facilities, within and outside of the limits of Railroad Property will not interfere whatsoever with the existing, continuous, and uninterrupted use of the tracks, property, and facilities of Licensee, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner limit the safety thereof.  
D. Licensee's operations and work performed by Licensee's personnel may cause delays in Licensor's or its contractor's work on Licensor's Facilities. Licensee accepts the risk and agrees that Licensee shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives to meet compliance with the "NOTICE OF COMMENCEMENT OF WORK, EMERGENCIES" Section of this Exhibit B.  
E. Licensee shall have the right, at its election, to provide any support deemed necessary for the safety of Licensor's operations and facilities during Licensor's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensor's Facilities. In the event Licensee provides such support, Licensee shall invoice Licensor, and Licensee shall pay Licensee as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this Exhibit B.  
F. Licensee may use unlicensed aircraft systems ("UAS") to inspect Licensor's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aircraft System Policy and applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and documents pertaining to UAS.

Call before you dig  
811  
1-800-227-8880

APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:  
DATE: \_\_\_\_\_  
DIRECTOR OF ENGINEERING, R.C.E.: 48796  
VOID AFTER ONE YEAR FROM THIS DATE

SEAL: ENGINEER  
PROACTIVE ENGINEERING CONSULTANTS  
220 South Main Street, Suite 200  
Corona, CA 92882 (951) 260-3100  
APPROVED BY REGISTERED ENGINEER NO. 83884, DATE: \_\_\_\_\_

SCALE AS NOTED  
FIELD BOOK  
DESIGN  
DRAWN  
CHECKED

RUBIDOUX COMMUNITY SERVICE DISTRICT  
TR. 36947 SEWER IMPROVEMENT PLANS  
SHEET 13  
of 14 SHEETS  
R.C.S.D. PLAN NO.

NO.	DATE	BY	REVISIONS

**Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS**

If fiber optic cable systems may be buried on Railroad Property, protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK, ABANDONMENT" Section of this Exhibit B, Licensee shall visit any such CUBD to complete and submit the required forms to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for education on other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

**Section 7. LICENSEE'S PAYMENT OF EXPENSES**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's facilities.  
 B. Licensee shall fully pay for all materials, labor, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not prevail or suffer any machine's or materials' lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon as the insurance or request on the behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from being a charge or lien upon any property of Licensee, and shall the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensee, then Licensee shall pay to Licensee an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensee as compared with the entire value of such property.

C. As set forth in the "PLACING" Section of this Exhibit B, Licensee shall have the right, if it so elects, to provide any safety measures Licensee deems necessary for the safety of Licensee's operations and to package during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to, suspension, inspection, and flagging services. In the event Licensee provides such Safety Measures, Licensee shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensee the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

**Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES**

A. This grant is subject to Licensee's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, relocate, or remove (individually, "Modification" or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensee may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensee and Licensee shall execute a Supplemental Agreement to this Pipeline

Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modification result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION, ABANDONMENT OR LICENSEE'S FACILITIES" Section of this Exhibit B. Any such Modification(s) of Railroad Property will release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modification(s) to the Licensee's Facilities.

**Section 9. RESTORATION OF RAILROAD PROPERTY**

In the event Licensee, in any manner moves or disturbs any property of Licensee in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensee's property to the same condition as it was in before such property was moved or disturbed.

**Section 10. INDEMNITY**

- A. **Definitions.** As used in this Section:
- "Licensee" includes Licensee and its affiliates, its and their officers, directors, agents, and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
  - "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
  - "Loss" includes claims, suits, taxes, liens, damages (including positive damage, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, court costs, court fees, penalties, interest, and expenses of any nature, including court costs, reasonable attorney's fees and expenses, investigation costs, and appraisal expenses.
- B. Licensee shall release, defend, indemnify, and hold harmless Licensee from and against any and all Loss, whether or not caused, in whole or in part, directly or indirectly, arising out of or in relation to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:
- Bodily harm or personal injury (including any medical injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, any subcontractor, contractor, agent, contractor, subcontractor, sub-subcontractor, or employee of the foregoing.
  - Damage to or the disturbance, loss, removal, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunication system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensee, or any property in the care, custody, or control of Licensee or Licensee;

- Removal of property from Railroad Property;
- Any delay or interference with work on Railroad Property caused by Licensee's negligence on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities at any past, present, or future activity, labor, materials, equipment or machinery or construction methods;
- Release or tortious act(s) granted pursuant to this Agreement;
- Contract existing from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, leach, or environmental loss;
- Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representation and warranties Licensee has made in this Agreement; and
- Violation by Licensee of any law, statute, ordinance, governmental administrative code, rule or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSEE TO LOSSES CAUSED BY ARISING FROM NEGLIGENCE OR NEGLIGENCE FROM NEGLIGENCE OR FROM NEGLIGENCE OF LICENSEE, AND SUCH NEGLIGENCE OF LICENSEE SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATION TO LICENSEE IN ANY RESPECT, NOTWITHSTANDING THE FOREGOING SUCH OBLIGATION TO INDEMNIFY LICENSEE SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSEE AS DETERMINED BY A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

D. **TERMINATION/REMOVAL OF LICENSEE'S FACILITIES.**  
 If Licensee does not use the right herein granted to Licensee's Facilities for one (1) year, or if Licensee discontinues its activities in the performance of any provision of this Agreement for a period of thirty (30) days other than under this Section, Licensee shall terminate this Agreement with respect to the location of the facilities. Licensee shall remove and dispose of the facilities in accordance with the "NOTICES" Article of this Agreement. This Agreement will terminate upon Licensee's completion of Paragraphs "C" and "D" of this Section. Licensee shall be deemed to have agreed to this Agreement.

E. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section. Licensee shall be deemed to have agreed to this Agreement.

F. In the event of any termination described in this Section, Licensee shall submit its application to Licensee's online Utility Complaint System at Licensee's expense, and if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the final engineering representative's approval of Licensee's application for the Removal/Abandonment Work, Licensee and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad

Property not occupied by modified and/or franchise ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (1) performance of the Removal/Abandonment Work, and (2) restoration work will hereinafter be collectively referred to as the "Restoration Work."

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensee at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensee immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all control, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensee at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensee's requirements. Upon Licensee's receipt of Licensee's restoration completion certification, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensee may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensee will be at the cost and expense of Licensee. In the event that Licensee performs any of the Restoration Work, Licensee shall release Licensee from any and all Loss (defined in the "TERMINATION" Section of this Exhibit B), actual or otherwise, which may have arisen prior to such termination.

F. Termination of this Agreement for any reason will not affect any right or obligation of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this Exhibit B), actual or otherwise, which may have arisen prior to such termination.

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, and (2) require its Contractors to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability, Railroad's ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
  - Business Automobile Coverage Insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less than \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).
- The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:
- "Coverage For Certain Operations in Connection With Railroads" ISO form CA 22 10 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
  - Workers' Compensation and Employers' Liability Insurance. Coverage must include but not be limited to:
    - Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
    - Employer's liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen and Harbor Workers Act (the Jones Act) and the later (whichever is later) of the Longshoremen and Harbor Workers Act.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELLI) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured,

this insurance must apply as if each named insured were the only named insured, and separately in the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELLI insurance coverage under the policy in the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the first day work under this Agreement is completed or if coverage is cancelled for any reason the parties executed discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 33 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensee only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$4,000,000. The definition of "JOB LOCATION" and "WORKER" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensee's property. PROVIDED, however, that Licensee shall provide such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Underlying or Excess Insurance.** Licensee utilizes underbills or excess policies, and these policies must "flow down" and afford no less coverage than the primary policy.

**Other Requirements**

- All policy(s) required above (except business automobile, workers' compensation and employers' liability) must include Licensee as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form) providing equivalent coverage). The coverage provided to Licensee as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSEE AND LICENSEE EXPRESSLY ACKNOWLEDGE THAT LICENSEE WILL BE PROVIDED WITH THE BENEFIT PROVIDED UNDER EACH AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.
- Positive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any positive damages that may arise under this Agreement; or (b) all positive damages are prohibited by all states in which this Agreement will be performed.
- Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensee and its agents, officers, directors and employees for damages covered by the workers' compensation and employer's liability or contractual underbills or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.
- All insurance policies must be written by a reputable insurance company acceptable to Licensee or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
- The fact that insurance is obtained by a licensee will not be deemed to release or diminish the liability of Licensee, including without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensee from Licensee or any third party will not be limited by the amount of the required insurance coverage.

APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION:

DATE: \_\_\_\_\_ DIRECTOR OF ENGINEERING, R.C.E. 48796

VOID AFTER ONE YEAR FROM THIS DATE

SEAL ENGINEER

PREPARED BY:

**PROACTIVE**  
ENGINEERING CONSULTANTS  
200 South Main Street, Suite 200  
Covington, LA 70032 (981) 280-3300

APPROVED BY REGISTERED ENGINEER NO. 8384 - GATE

SCALE AS NOTED	RUBIDOUX COMMUNITY SERVICE DISTRICT	SHEET
FIELD BOOK	TR. 36947 SEWER IMPROVEMENT PLANS	14
DESIGN	LICENSE AGREEMENT	of 14 SHEETS
DRAWN		R.C.S.D. PLAN NO.
CHECKED		

8. **ACTION / DISCUSSION ITEMS** (continued)

- 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



# 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

## DIRECTORS MEMORANDUM 2024-46

June 6, 2024

**To:** Rubidoux Community Services District  
Board of Directors

**Subject:** **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.

**RECOMMENDATION:**

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

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

Respectfully,





BRIAN R. LADDUSAW, CPA  
General Manager

Attach:

1. Draft Ordinance No. 2024-136
2. Notice of Public Hearing
3. Press-Enterprise Newspaper Publication Confirmation

**ORDINANCE NO. 2024-136**

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

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

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

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

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

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

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

**WHEREAS**, at their June 6, 2024, regular meeting the Rubidoux Community Services District Board of Directors noticed, called, and conducted a Public Hearing for said charges pursuant to Proposition No. 218; and,

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

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

**WHEREAS**, during preparation of the District's Fiscal Year 2024|2025 wastewater operating and capital fund budgets, the Board determined rates must be adjusted to the fully noticed year two (2) rates of the new 5-year rate plan; and,

**WHEREAS**, the Board of Directors directed staff to prepare Ordinance No. 2024-136 and set a Public Hearing for June 6, 2024, on such proposed wastewater charges.

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

1. That the foregoing recitals are true and correct.
2. The Notice of Public Hearing and Protest Vote were compliant to the Requirements of Proposition No. 218.
3. Residential and non-residential customers including each additional dwelling unit (DU) will be billed a monthly fixed charge of \$31.62 for the collection, treatment, and disposal of their wastewater as identified in Exhibit “A”.
4. Non-residential customers will be billed a monthly variable charge of \$2.55 per unit for water consumption over 7 units as identified in Exhibit “A”.
5. Ordinance No. 2024-136 shall supersede Ordinance No. 2023-134 in its entirety and the above assessments shall take effect July 6, 2024.

**INTRODUCED** on the 16<sup>th</sup> day, May 2024, **ADOPTED AND APPROVED** on the 6<sup>th</sup> day, June 2024, upon the following roll call vote:

**AYES:**

**AWAY:**

**NOES:**

**ABSENT:**

**ABSTENTIONS:**

---

John Skerbelis, President  
Rubidoux Community Services District

**(SEAL)**

**ATTEST:**

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

**APPROVED TO FORM AND CONTENT:**

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John R. Harper, District General Counsel

**RUBIDOUX COMMUNITY SERVICES DISTRICT  
WASTEWATER  
MONTHLY RATES  
EFFECTIVE JULY 6, 2024  
ORDINANCE NO. 2024-136  
EXHIBIT "A"**

<b>Customer Class</b>	<b>Existing (Effective September 2023)</b>	<b>Proposed (Effective July 2024)</b>
<b><u>Fixed Charges (\$/month)</u></b>		
<b>Residential</b>	\$29.55	\$31.62
<b>Non-Residential (water meter size)</b>		
5/8"	\$29.55	\$31.62
3/4"	\$29.55	\$31.62
1"	\$29.55	\$31.62
1 1/2"	\$29.55	\$31.62
2"	\$29.55	\$31.62
3"	\$29.55	\$31.62
4"	\$29.55	\$31.62
6"	\$29.55	\$31.62
<b><u>Additional Dwelling Unit (DU) Charge (\$/DU/month)</u></b>		
<b>All Customers</b>	\$29.55	\$31.62
<b><u>Variable Rates (\$/HCF*)</u></b>		
<b>Non-Residential**</b>	\$2.38	\$2.55

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

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



# Rubidoux Community Services District

## Board of Directors

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

## General Manager

Brian R. Laddusaw



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

## NOTICE OF PUBLIC HEARING

### **OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR THE ADOPTION OF ORDINANCE NO. 2024-136, AN ORDINANCE SETTING CERTAIN MONTHLY USER CHARGES FOR THE COLLECTION, TREATMENT, AND DISPOSAL OF WASTEWATER**

Notice is hereby given that the Board of Directors of the Rubidoux Community Services District (District) will conduct a Public Hearing on Thursday, June 6, 2024, at 4:00 PM, during the regular meeting of the Board of Directors. Subject Public Hearing shall be conducted at 3590 Rubidoux Blvd., Jurupa Valley, CA 92509, at the above time and date.

The purpose of the Public Hearing is for receiving comments (oral and written), as they pertain to draft Ordinance 2024-136 which authorizes the Board of Directors to set certain monthly user charges for the collection, treatment, and disposal of wastewater.

A draft copy of Ordinance 2024-136 is available for download at the District's website [www.rcsd.org](http://www.rcsd.org). The draft Ordinance may also be viewed at the District office lobby.

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

BRIAN R. LADDUSAW  
General Manager

May 23, 2024

**The Press-Enterprise**

3512 14th Street  
Riverside, CA 92501  
Willoughby, OH 44096  
951-368-9222  
951-368-9018 FAX

RUBIDOUX COMM SERV DIST  
3590 RUBIDOUX BLVD  
RIVERSIDE, CA 92509

Account Number: 5209178

Ad Order Number: 0011669960

Customer's Reference Significant Noncompliance Notification (SNC)  
/ PO Number:

Publication: The Press-Enterprise

Publication Dates: 05/23/2024

Amount: \$379.12

Payment Amount: \$0.00

Invoice Text: **NOTICE OF PUBLIC HEARING**

**OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR THE ADOPTION OF ORDINANCE NO. 2024-136, AN ORDINANCE SETTING CERTAIN MONTHLY USER CHARGES FOR THE COLLECTION, TREATMENT, AND DISPOSAL OF WASTEWATER**

Notice is hereby given that the Board of Directors of the Rubidoux Community Services District (District) will conduct a Public Hearing on Thursday, June 6, 2024, at 4:00 PM, during the regular meeting of the Board of Directors. Subject Public Hearing shall be conducted at 3590 Rubidoux Blvd., Jurupa Valley, CA 92509, at the above time and date.

The purpose of the Public Hearing is for receiving comments (oral and written), as they pertain to draft Ordinance 2024-136 which authorizes the Board of Directors to set certain monthly user charges for the collection, treatment, and disposal of wastewater.

A draft copy of Ordinance 2024-136 is available for download at the District's website [www.rcsd.org](http://www.rcsd.org). The draft Ordinance may also be viewed at the District office lobby.

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

General Manager  
May 23, 2024

Published The Press-Enterprise May 23, 2024

# The Press-Enterprise

3512 14th Street  
Riverside, CA 92501  
Willoughby, OH 44096  
951-368-9222  
951-368-9018 FAX

5209178

RUBIDOUX COMM SERV DIST  
3590 RUBIDOUX BLVD  
RIVERSIDE, CA 92509

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: Significant Noncompliance Notification (SNC)

## PROOF OF PUBLICATION

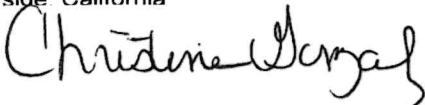
I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper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

**05/23/2024**

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

Date: May 23, 2024.

At: Riverside California



Legal Advertising Representative, The Press-Enterprise

Legal No. 0011669960

## Ad Copy:

### NOTICE OF PUBLIC HEARING

#### **OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR THE ADOPTION OF ORDINANCE NO. 2024-136, AN ORDINANCE SETTING CERTAIN MONTHLY USER CHARGES FOR THE COLLECTION, TREATMENT, AND DISPOSAL OF WASTEWATER**

Notice is hereby given that the Board of Directors of the Rubidoux Community Services District (District) will conduct a Public Hearing on Thursday, June 6, 2024, at 4:00 PM, during the regular meeting of the Board of Directors. Subject Public Hearing shall be conducted at 3590 Rubidoux Blvd., Jurupa Valley, CA 92509, at the above time and date.

The purpose of the Public Hearing is for receiving comments (oral and written), as they pertain to draft Ordinance 2024-136 which authorizes the Board of Directors to set certain monthly user charges for the collection, treatment, and disposal of wastewater.

A draft copy of Ordinance 2024-136 is available for download at the District's website [www.rcsd.org](http://www.rcsd.org). The draft Ordinance may also be viewed at the District office lobby.

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

BRIAN R. LADDUSAW  
General Manager

May 23, 2024

Published The Press-Enterprise May 23, 2024

8. **ACTION / DISCUSSION ITEMS** (continued)

- 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



# 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

## DIRECTORS MEMORANDUM 2024-47

June 6, 2024

**To:** Rubidoux Community Services District  
Board of Directors

**Subject:** **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.

### **RECOMMENDATION:**

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

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



Respectfully,



BRIAN R. LADDUSAW, CPA  
General Manager

Attach:

1. Draft Ordinance No. 2024-137
2. Notice of Public Hearing
3. Press-Enterprise Newspaper Publication Confirmation

## ORDINANCE NO. 2024-137

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

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

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

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

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

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

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

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

**WHEREAS**, to ensure the District has a safe and significant ground water source of potable water for present and future customers and residents, the Board of Directors determined the District’s 2019 rate plan was not adequate to meet the District’s future financial obligations and approved a new 5-year cost-of-service rate plan; and,

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

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

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

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

**WHEREAS**, during preparation of the District’s Fiscal Year 2024|2025 water operating and capital fund budgets, the Board determined rates must be adjusted to the fully noticed year two (2) rates of the 5-year rate plan; and,

**WHEREAS**, the Board of Directors directed staff to prepare Ordinance No. 2024-137 and set a Public Hearing for June 6, 2024, on such proposed potable water charges.

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

1. That the Foregoing recitals are true and correct.
2. The Notice of Public Hearing and Protest Vote were compliant to the Requirements of Proposition No. 218.
3. The potable water charges for residential, commercial, and industrial users are more specifically outlined in Exhibit “A” and made a part of this Ordinance.
4. Ordinance No. 2024-137 shall supersede Ordinance No. 2023-135 in its entirety and the above assessments shall take effect July 6, 2024.

**INTRODUCED** on the 16<sup>th</sup> day, May 2024, **ADOPTED AND APPROVED** on the 6<sup>th</sup> day, June 2024, upon the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTENTIONS:**

---

John Skerbelis, President  
Rubidoux Community Services District

**(SEAL)**

**ATTEST:**

---

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

**APPROVED TO FORM AND CONTENT:**

---

John R. Harper, District General Counsel

**RUBIDOUX COMMUNITY SERVICES DISTRICT  
POTABLE WATER  
MONTHLY RATES  
EFFECTIVE JULY 6, 2024  
ORDINANCE NO. 2024-137  
EXHIBIT "A"**

<b>Customer Class</b>	<b>Existing (Effective September 2023)</b>	<b>Proposed (Effective July 2024)</b>
<b><u>Fixed Charges (\$/month)</u></b>		
<b>Residential (meter size)</b>		
5/8"	\$34.33	\$36.22
3/4"	\$39.97	\$42.17
1"	\$51.24	\$54.06
1 1/2"	\$79.41	\$83.78
2"	\$113.22	\$119.45
<b>Non-Residential (meter size)</b>		
5/8"	\$34.33	\$36.22
3/4"	\$39.97	\$42.17
1"	\$51.24	\$54.06
1 1/2"	\$79.41	\$83.78
2"	\$113.22	\$119.45
3"	\$220.29	\$232.41
4"	\$378.07	\$398.86
6"	\$755.61	\$797.17
<b><u>Additional Dwelling Unit (DU) Charge (\$/DU/month)</u></b>		
<b>Residential</b>	\$23.06	\$24.33
<b>Non-Residential</b>	\$23.06	\$24.33



**RUBIDOUX COMMUNITY SERVICES DISTRICT  
POTABLE WATER  
MONTHLY RATES  
EFFECTIVE JULY 6, 2024  
ORDINANCE NO. 2024-137  
EXHIBIT "A"**

<b>Existing</b>		<b>Proposed</b>	
<b>Customer Class</b>	<b>(Effective September 2023)</b>	<b>Customer Class</b>	<b>(Effective July 2024)</b>
<b><u>Variable Rates (\$/HCF*)</u></b>		<b><u>Variable Rates (\$/HCF*)</u></b>	
<b>Single-Family Residential</b>		<b>Single-Family Residential</b>	
Tier 1 (0 - 13)	\$2.37	Tier 1 (0 - 13)	\$2.51
Tier 2 (14 - 24)	\$2.41	Tier 2 (14 - 24)	\$2.55
Tier 3 (25+)	\$2.60	Tier 3 (25+)	\$2.75
 <b>Multi-Family Residential</b>		 <b>Multi-Family Residential</b>	
Tier 1 (0 - 8)	\$2.39	Tier 1 (0 - 8)	\$2.53
Tier 2 (9+)	\$2.45	Tier 2 (9+)	\$2.59
 <b>Non-Residential</b>		 <b>Non-Residential</b>	
Tier 1 (Uniform)	\$2.42	Tier 1 (Uniform)	\$2.56

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

# 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 PUBLIC HEARING

### **OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR THE ADOPTION OF ORDINANCE NO. 2024-137, AN ORDINANCE SETTING CERTAIN USER CHARGES FOR THE DELIVERY OF POTABLE WATER TO RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS**

Notice is hereby given that the Board of Directors of the Rubidoux Community Services District (District) will conduct a Public Hearing on Thursday, June 6, 2024, at 4:00 PM, during the regular meeting of the Board of Directors. Subject Public Hearing shall be conducted at 3590 Rubidoux Blvd., Jurupa Valley, CA 92509, at the above time and date.

The purpose of the Public Hearing is for receiving comments (oral and written), as they pertain to draft Ordinance 2024-137 which authorizes the Board of Directors to set certain user charges for the delivery of potable water to residential, commercial, and industrial customers.

A draft copy of Ordinance 2024-137 is available for download at the District's website [www.rcsd.org](http://www.rcsd.org). The draft Ordinance may also be viewed at the District office lobby.

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

BRIAN R. LADDUSAW  
General Manager

May 23, 2024

**The Press-Enterprise**

3512 14th Street  
Riverside, CA 92501  
Willoughby, OH 44096  
951-368-9222  
951-368-9018 FAX

RUBIDOUX COMM SERV DIST  
3590 RUBIDOUX BLVD  
RIVERSIDE, CA 92509

*Account Number:* 5209178

*Ad Order Number:* 0011669961

*Customer's Reference* Notice - Water Ord. 2024-137  
*/ PO Number:*

*Publication:* The Press-Enterprise

*Publication Dates:* 05/23/2024

*Amount:* \$371.64

*Payment Amount:* \$0.00

*Invoice Text:* **NOTICE OF PUBLIC HEARING**  
**OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR THE ADOPTION OF ORDINANCE NO. 2024-137, AN  
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General Manager  
May 23, 2024

Published The Press-Enterprise May 23, 2024

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Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: Notice - Water Ord. 2024-137

**FILE NO. Notice - Water Ord. 2024-137**

## PROOF OF PUBLICATION

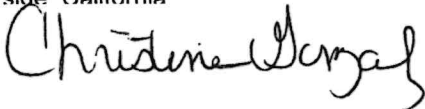
I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper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

**05/23/2024**

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

Date: May 23, 2024.

At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

Legal No. **0011669961**

## Ad Copy:

### NOTICE OF PUBLIC HEARING OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR THE ADOPTION OF ORDINANCE NO. 2024-137, AN ORDINANCE SETTING CERTAIN USER CHARGES FOR THE DELIVERY OF POTABLE WATER TO RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS

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**BRIAN R. LADDUSAW**  
General Manager

May 23, 2024

Published The Press-Enterprise May 23, 2024

8. **ACTION / DISCUSSION ITEMS** (continued)

- 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



# 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

## DIRECTORS MEMORANDUM 2024-48

June 6, 2024

**To:** Rubidoux Community Services District  
Board of Directors

**Subject:** 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.

**RECOMMENDATION:**

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

1. Adoption of Resolution No. 2024-912 which modifies and updates the Rubidoux Community Services District Investment Policy.
2. Adoption of Resolution No. 2024-913 which authorizes the opening of accounts for investment purposes with certain financial institutions.

Respectfully,



BRIAN R. LADDUSAW, CPA  
General Manager

Attach:

1. Draft Res. No. 2024-912
2. Draft Res. No. 2024-913
3. Draft Investment Policy
4. Current Investment Policy, Adopted August 15, 2019
5. Copy Res. 2023-903
6. Copy Res. 799
7. Copy Res. 2019-855

**RESOLUTION NO. 2024-912**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF RUBIDOUX  
COMMUNITY SERVICES DISTRICT  
ADOPTING A STATEMENT OF INVESTMENT POLICY**

**WHEREAS**, California Government Code Sections 5921 and 53600 et seq. require the legislative body of a special district to adopt an investment policy on an annual basis; and

**WHEREAS**, the adoption of Resolution No. 2024-912 shall supersede District Resolution No. 2019-855, dated August 15, 2019.

**WHEREAS**, the Board of Directors of the Rubidoux Community Services District has authorized a Statement of Investment Policy attached as Exhibit A.

**BE IT RESOLVED** this resolution was approved and adopted this June 6, 2024 at the regular meeting of the Board of Directors of the Rubidoux Community Services District by the following vote:

**AYES:**

**AWAY:**

**NOES:**

**ABSENT:**

**ABSTENTIONS:**

---

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

**RESOLUTION NO. 2024-913**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF RUBIDOUX  
COMMUNITY SERVICES DISTRICT  
AUTHORIZING THE OPENING OF ACCOUNTS FOR INVESTMENT  
PURPOSES WITH CERTAIN FINANCIAL INSTITUTIONS**

**WHEREAS**, the adoption of Resolution No. 2024-913 shall supersede District Resolution No. 799, dated September 16, 2010.

**BE IT RESOLVED**, by the Board of Directors of the Rubidoux Community Services District (District) that the District shall transact business with only the following institutions provided that they comply with the requirements of the District's Statement of Investment Policy:

1. Bank of America/Bank America Investment Services/Merrill Lynch
2. US Bank (Formerly Union Bank of California)
3. Citizens Business Bank
4. Pacific Premier Bank (Formerly Security Bank of California)

**BE IT FURTHER RESOLVED** this resolution was approved and adopted this June 6, 2024 at the regular meeting of the Board of Directors of the Rubidoux Community Services District by the following vote:

**AYES:**

**AWAY:**

**NOES:**

**ABSENT:**

**ABSTENTIONS:**

---

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



# RUBIDOUX COMMUNITY SERVICES DISTRICT

## INVESTMENT POLICY

June 6, 2024



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## 1. INTRODUCTION

This statement is intended to outline the policies for maximizing the efficiency of the Rubidoux Community Services District's (hereinafter referred to as "the District") Cash Management System and for the prudent investment of the District's funds, and to provide guidelines for suitable investments.

The legislative body of a special district may invest surplus moneys not required for the immediate necessities of the special district in accordance with the provisions of California Code Sections 5921 and 53601 et seq.

The General Manager of the District shall annually prepare and submit a Statement of Investment Policy. Such policy and changes shall be considered by the legislative body at a public meeting (CGC 53646(a)).

The District shall attempt to obtain the optimal yield, provided that all investments meet the criteria established for safety and liquidity.

This Investment Policy is set forth by the District for the following purposes:

- To establish a clear understanding for the governing Board of Directors, management, responsible employees, citizens and third parties of the objectives, policies and guidelines for the investment of the District's idle and surplus funds; and
- To offer guidance to investment staff and any external investment advisers on the investment of the District's funds; and
- To establish investment policies that meet its current investment goals. The District shall review this policy annually and may change its policies as its investment objectives change; and
- The purpose of this investment policy is to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the District's objectives of safety, liquidity and return through a diversified investment portfolio. This policy also serves to organize and formalize the District's investment-related activities, while complying with all applicable statutes governing the investment of public funds.

This investment policy was adopted by the District's Board of Directors and is effective as of the 6th day of June 2024, and replaces any previous versions.

## 2. SCOPE

This policy covers all funds and investment activities under the direct authority of the District, as set forth in the State Government Code, Sections 53600 et seq., with the following exceptions:

- Proceeds of debt issuance shall be invested in accordance with the District's general investment philosophy as set forth in this policy; however, such proceeds are to be invested pursuant to the permitted investment provisions of their specific bond indentures.
- Funds maintained in Deferred Compensation accounts for employees.
- Any other funds specifically exempted by the Board of Directors.

### **POOLING OF FUNDS**

Except for cash in certain restricted and special funds, the District will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

### **3. DELEGATION OF AUTHORITY**

Authority to manage the District's investment program is derived from California Government Code, Sections 53600 et seq.

Management responsibility for the investment program is hereby delegated to the Director of Finance and Administration under the supervision of the General Manager, with Board of Directors approval of any new investment vehicle type prior to purchase of the investment via the annual approval of the Investment Policy.

The Director of Finance and Administration will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance and Administration.

The District may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the District's investment portfolio in a manner consistent with the District's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The District recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the District. The Director of Finance and Administration and other authorized persons responsible for managing the District's funds acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

### **4. PRUDENT INVESTOR STANDARD**

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the District are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

" ... all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the District, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the District. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

## **5. ETHICS AND CONFLICTS OF INTEREST**

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program or which could impair their ability to make impartial decisions. Officers and employees involved in the investment process shall abide by the Conflict of Interest Code, (California Government Code Section 1900 et seq.) and the California Political Reform Act (California Government Code Section 81000 et seq.).

## **6. INTERNAL CONTROLS**

The Director of Finance and Administration is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the District are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Periodically, as deemed appropriate by the District and/or the Board of Directors, an independent analysis by an external auditor shall be conducted to review internal controls, account activity and compliance with policies and procedures.

## **7. AUTHORIZED FINANCIAL INSTITUTION, DEPOSITORIES, AND BROKER DEALERS**

To the extent practical, the Director of Finance and Administration shall endeavor to complete investment transactions using a competitive bid process whenever possible. The Director of Finance and Administration will determine which financial institutions are authorized to provide investment services to the District. It shall be the District's policy to purchase securities only from authorized institutions and firms.

The Director of Finance and Administration shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence determined by the District. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

Institutions eligible to transact investment business with the District include:

- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the District, except where the District utilizes an external investment adviser in which case the District may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions

(and which are not dealing only with the investment adviser) must supply the District with a statement certifying that the institution has reviewed the California Government Code, Section 53600 et seq. and the District's investment policy.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation (FDIC), or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

#### **EXTERNAL INVESTMENT ADVISERS**

Selection of broker/dealers used by an external investment adviser retained by the District will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, the investment adviser shall make their best efforts to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities as the same original issue price.

### **8. STATEMENT OF OBJECTIVES**

The primary objective of this policy shall be safeguarding principal when investing public funds. The second objective shall be meeting all liquidity requirements and the third objective shall be achieving an acceptable return on investments. In order of priority, three fundamental criteria shall be followed in the investment program:

1. **Safety of Principal** – Investments shall be undertaken in a manner which first seeks to ensure the preservation of principal in the portfolio. Each investment transaction shall be entered into after taking into consideration the quality of the issuer, the underlying security or collateral, and diversification of the portfolio. Market risk shall be reduced by performing continuous cash flow analysis to avoid the need to sell securities prior to maturity.
2. **Liquidity** – In an effort to ensure the District's portfolio will be sufficiently liquid to meet current and anticipated operating requirements, a cash flow analysis will be performed on an ongoing basis. Investments shall be made so that the maturity date is compatible with cash flow needs and safety of principal.
3. **Return on Investment** – Investments shall be undertaken to produce an acceptable rate of return after first considering safety of principal and liquidity and the prudent investor standard.

The portfolio will be managed to meet the District's cash flow needs. All investment activity shall be consistent with the prudent investor standard (Section 4) and in accordance with the authorized investments (Section 9) included in this policy.

### **9. AUTHORIZED INVESTMENTS**

The District is authorized by Government Code, Sections 53601, 53635, and 53684, to invest District funds in specific types of securities. Investments not listed in Figure 1, "Allowable Investment Instruments Per State Government Code Applicable to All Local Agencies," are prohibited. The Director of Finance and Administration may invest in any security authorized for investment under the state law or indenture, subject to the limitations described herein.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity, and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

### Maturity Limitations

Instruments shall mature within five years from the settlement date unless the Board of Directors authorizes a longer term before the investment is made, in accordance with Government Code, Section 53601.

### Sale of Securities

Securities may be sold to provide needed liquidity, to restructure the portfolio to reduce risk, or to increase the expected return of the portfolio. In no instance shall a sale of securities be for speculative purposes.

### Portfolio Adjustments

Portfolio percentage limitations for each category of investment is applicable only at the date of purchase. Should an investment percentage of portfolio limitation be exceeded due to an incident such as a fluctuation in portfolio size, the District is not required to sell the affected securities. The District shall review the portfolio monthly or when credit or market circumstances dictate and report any instances of noncompliance to the Board of Directors.

Should a security held in the portfolio be downgraded below the minimum criteria included in this Statement of Investment Policy, the District shall determine whether the security shall be held or sold based on the economic outlook of the issuer, current market conditions, maturity, and other factors. If the security is held in the portfolio, its presence in the portfolio will be monitored and credit analysis shall be performed and reported monthly to the Board of Directors.



**FIGURE 1**

**ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT CODE (AS OF JANUARY 1, 2024)<sup>A</sup> APPLICABLE TO ALL LOCAL AGENCIES<sup>B</sup>**

See "Table of Notes for Figure 1" on the next page for footnotes related to this figure.

INVESTMENT TYPE	MAXIMUM MATURITY <sup>C</sup>	MAXIMUM SPECIFIED % OF PORTFOLIO <sup>D</sup>	MINIMUM QUALITY REQUIREMENTS	GOV'T CODE SECTIONS
Local Agency Bonds	5 years	None	None	53601(a)
U.S. Treasury Obligations	5 years	None	None	53601(b)
State Obligations—CA And Others	5 years	None	None	53601(c) 53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S Agency Obligations	5 years	None	None	53601(f)
Bankers' Acceptances	180 days	40% <sup>E</sup>	None	53601(g)
Commercial Paper—Non-Pooled Funds <sup>F</sup> (under \$100,000,000 of investments)	270 days or less	25% of the agency's money <sup>G</sup>	Highest letter and number rating by an NRSRO <sup>H</sup>	53601(h)(2)(c)
Commercial Paper—Non-Pooled Funds <sup>I</sup> (min. \$100,000,000 of investments)	270 days or less	40% of the agency's money <sup>G</sup>	Highest letter and number rating by an NRSRO <sup>H</sup>	53601(h)(2)(c)
Commercial Paper—Pooled Funds <sup>J</sup>	270 days or less	40% of the agency's money <sup>G</sup>	Highest letter and number rating by an NRSRO <sup>H</sup>	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30% <sup>K</sup>	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50% <sup>L</sup>	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50% <sup>L</sup>	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days <sup>M</sup>	20% of the base value of the portfolio	None <sup>N</sup>	53601(j)
Medium-Term Notes <sup>O</sup>	5 years or less	30%	"A" rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20% <sup>P</sup>	Multiple <sup>Q, R</sup>	53601(l) and 53601.6(b)
Collateralized Bank Deposits <sup>S</sup>	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass-Through and Asset-Backed Securities <sup>T</sup>	5 years or less <sup>T</sup>	20%	"AA" rating category or its equivalent or better <sup>T</sup>	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple <sup>U</sup>	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Voluntary Investment Program Fund <sup>V</sup>	N/A	None	None	16340
Supranational Obligations <sup>W</sup>	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)
Public Bank Obligations	5 years	None	None	53601(r), 53635(c) and 57603

TABLE OF NOTES FOR FIGURE 1

- <sup>A</sup> Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.
- <sup>B</sup> Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.
- <sup>C</sup> Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years from the settlement date. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.
- <sup>D</sup> Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.
- <sup>E</sup> No more than 30% of the agency's money may be in bankers' acceptances of anyone commercial bank.
- <sup>F</sup> Applies to local agencies, other than counties or a city and county, with less than \$100 million of investment assets under management. Includes agencies defined as a city, a district, or other local agency that do not pool money in deposits or investment with other local agencies, other than local agencies that have the same governing body.
- <sup>G</sup> Local agencies, other than counties or a city and county, may purchase no more than 10% of the outstanding commercial paper and medium-term notes of any single issuer.
- <sup>H</sup> Issuing corporation must be organized and operating within the U.S., have assets in excess of \$500 million, and debt other than commercial paper must be in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization, or the issuing corporation must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical rating organization.
- <sup>I</sup> Applies to counties or a city and county, and the City of Los Angeles that have \$100 million or more of investment assets under management.
- <sup>J</sup> Includes agencies defined as a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. Local agencies that pool exclusively with other local agencies that have the same governing body must adhere to the limits set forth in Section 53601(h)(2)(C).
- <sup>K</sup> No more than 30% of the agency's money may be in negotiable certificates of deposit that are authorized under Section 53601(i).
- <sup>L</sup> Effective January 1, 2020, no more than 50% of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 2026, the maximum percentage of the portfolio reverts back to 30%. Investments made pursuant to 53635.8 remain subject to a maximum of 30% of the portfolio.
- <sup>M</sup> Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.
- <sup>N</sup> Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.
- <sup>O</sup> "Medium-term notes" are defined in Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States."
- <sup>P</sup> No more than 10% invested in any one mutual fund. This limitation does not apply to money market mutual funds.
- <sup>Q</sup> A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Sections 53601 and 53635.
- <sup>R</sup> A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years' experience investing in money market instruments with assets under management in excess of \$500 million.
- <sup>S</sup> Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.
- <sup>T</sup> Security types authorized under Section 53601(o) that are issued or guaranteed by an issuer identified in subdivisions (b) or (f), are not subject to the limitations placed on privately issued securities authorized in Section 53601(o)(2)(A)(B).
- <sup>U</sup> A joint powers authority pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).
- <sup>V</sup> Local entities can deposit between \$200 million and \$10 billion into the Voluntary Investment Program Fund, upon approval by their governing bodies. Deposits in the fund will be invested in the Pooled Money Investment Account.
- <sup>W</sup> Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less.

## 10. PROHIBITED INVESTMENTS

State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.

- Section 53601.6(a) The District shall not invest any funds pursuant to this article in inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages; and
- Section 53601.6(b) The District shall not invest any funds pursuant to this article in any security that could result in zero interest accrual if held to maturity. However, a local agency may hold prohibited instruments until their maturity dates. The limitation in this subdivision shall not apply to local agency investments in share of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 89a-1, and following) that are authorized for investment pursuant to subdivision (k) of Section 53601.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The use of reverse repurchase agreements, securities lending, or any other form of borrowing or leverage is prohibited.
- The purchase of foreign currency denominated securities is prohibited.

## 11. INVESTMENT POOLS

Investigation and due diligence must be completed prior to investing in an investment pool and on a periodic basis thereafter but no more than three years. Investment pools include LAIF (Local Agency Investment Fund), county pooled investment funds, shares of beneficial interest (mutual funds and money market funds), and joint powers authority pools. The investigation will include:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement process), how often the securities are priced, and how often the program is audited for compliance.
- A description of who may invest in the program, how often, and what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- An understanding on if reserves, retained earnings, etc. are utilized by the pool/fund.
- A fee schedule to include when and how it is assessed.
- If the pool/fund is eligible for bond proceeds and/or if it will accept such proceeds.



## 12. COLLATERALIZATION

Certificates of Deposit (CDs) - The District shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

Bank Deposits - This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The District shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

Repurchase Agreements - The District requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The District shall receive monthly statements of collateral.

## 13. DELIVERY, SAFEKEEPING, AND CUSTODY

Delivery-versus-Payment (DVP) - All investment transactions shall be conducted on a delivery-versus-payment basis.

Safekeeping and Custody - To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the District's portfolio shall be held in safekeeping in the District's name by a third-party custodian, acting as agent for the District under the terms of a custody agreement executed by the bank and the District. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the District from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) money mutual funds, since the purchased securities are not deliverable.

## 14. CASH ASSET REPORT

Under provision of Section 53646 of the California Government Code, the Director of Finance and Administration shall render a monthly report to the Board of Directors to include:

1. Type, issuer, maturity date, par, market value, and dollar amount invested on all securities, investments and moneys held by the District, including funds managed for the District by third party contracted managers.

- 2 A certification that all investment actions are made in full compliance with the Investment Policy and that the District will meet its expenditure obligations for the next six months, as required by CGC 53646(b)(2) and (3) respectively.

## **15. MONITORING SAFETY AND LIQUIDITY OF DISTRICT FUNDS**

The Director of Finance and Administration shall monitor or cause to be monitored the extent to which financial institutions with which the District maintains deposits or investments are consistent with District's policies regarding business activities within countries that may jeopardize the safety and liquidity of the District funds or violate other District policies. Such matters shall be reported to the Board of Directors as part of the Cash Asset monthly report.

## **16. INVESTMENT POLICY REVIEW AND ADOPTION**

The investment policy will be reviewed and adopted at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

Any recommended modifications or amendments shall be presented by Staff to the Board of Directors for their consideration and adoption.

## **17. RISK MANAGEMENT AND DIVERSIFICATION**

### **MITIGATING CREDIT RISK IN THE PORTFOLIO**

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The District will mitigate credit risk by adopting the following strategies:

- The District may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or return of the portfolio in response to market conditions or the District's risk preferences.
- If securities owned by the District are downgraded by a nationally recognized statistical ratings organization to a level below the quality required by this investment policy, it will be the District's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
  1. If a security is downgraded, the Director of Finance and Administration will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
  2. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the Board of Directors.

### **MITIGATING MARKET RISK IN THE PORTFOLIO**

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The District recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The District will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cashflow purposes.

The District further recognizes that certain types of securities, including variable rate securities,

securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The District, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The District will maintain a minimum of six months of budgeted operating expenditures in short-term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy.



## 18. GLOSSARY

**AGENCIES.** Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

**FFCB.** The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

**FHLB.** The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

**FHLMC.** Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.

**FNMA.** Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds, and mortgage pass-through securities.

**GNMA.** The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

**PEFCO.** The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

**TVA.** The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River Valleys. TVA currently issues discount notes and bonds.

**ASKED.** The price at which a seller offers to sell a security.

**ASSET BACKED SECURITIES.** Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

**AVERAGE LIFE.** In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

**BANKER'S ACCEPTANCE.** A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

**BENCHMARK.** A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

**BID.** The price at which a buyer offers to buy a security.

**BROKER.** A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

**CALLABLE.** A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of the call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

**CERTIFICATE OF DEPOSIT (CD).** A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

**CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SERVICE (CDARS).** A private placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

**COLLATERAL.** Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

**COLLATERALIZED MORTGAGE OBLIGATIONS (CMO).** Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

**COMMERCIAL PAPER.** The short-term unsecured debt of corporations or municipalities with maturities

ranging from 2 to 270 days.

**COST YIELD.** The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

**COUPON.** The rate of return at which interest is paid on a bond.

**CREDIT RISK.** The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

**CURRENT YIELD.** The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

**DEALER.** A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

**DEBENTURE.** A bond secured only by the general credit of the issuer.

**DELIVERY VS. PAYMENT (DVP).** A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

**DERIVATIVE.** Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

**DISCOUNT.** The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

**DIVERSIFICATION.** Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

**DURATION.** The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

**FEDERAL FUNDS RATE.** The rate of interest charged by banks for short-term loans to other banks.

The Federal Reserve Bank through open-market operations establishes it.

**FEDERAL OPEN MARKET COMMITTEE.** A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

**LEVERAGE.** Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

**LIQUIDITY.** The speed and ease with which an asset can be converted to cash.

**LOCAL AGENCY INVESTMENT FUND (LAIF).** A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

**LOCAL GOVERNMENT INVESTMENT POOL.** Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

**MAKE WHOLE CALL.** A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

**MARGIN.** The difference between the market value of a security and the loan a broker makes using that security as collateral.

**MARKET RISK.** The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

**MARKET VALUE.** The price at which a security can be traded.

**MARKING TO MARKET.** The process of posting current market values for securities in a portfolio.

**MATURITY.** The final date upon which the principal of a security becomes due and payable.

**MEDIUM TERM NOTES.** Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor

preferences.

**MODIFIED DURATION.** The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

**MONEY MARKET.** The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

**MONEY MARKET MUTUAL FUNDS.** Money Market Mutual Funds are mutual funds that invest exclusively in short-term money market instruments. It seeks the preservation of capital as a primary goal while maintaining a high degree of liquidity and providing income representative of the market for short-term investments.

**MORTGAGE PASS-THROUGH SECURITIES.** A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

**MUNICIPAL SECURITIES.** Securities issued by state and local agencies to finance capital and operating expenses.

**MUTUAL FUND.** An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

**NEGOTIABLE CD.** A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

**PREMIUM.** The difference between the par value of a bond and the cost of the bond, when the cost is above par.

**PREPAYMENT SPEED.** A measure of how quickly principal is repaid to investors in mortgage securities.

**PREPAYMENT WINDOW.** The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

**PRIMARY DEALER.** A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

**PRUDENT PERSON (PRUDENT INVESTOR) RULE.** A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

**REALIZED YIELD.** The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

**REGIONAL DEALER.** A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

**REPURCHASE AGREEMENT.** Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

**SAFEKEEPING.** A service to bank customers whereby securities are held by the bank in the customer's name.

**STRUCTURED NOTE.** A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities, or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the LIBOR rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

**SUPRANATIONAL.** A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

**TOTAL RATE OF RETURN.** A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest

earnings, realized and unrealized gains, and losses in the portfolio.

**TREASURY BILLS.** All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

**TREASURY BONDS.** All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

**TREASURY NOTES.** All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

**U.S. TREASURY OBLIGATIONS.** Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

**VOLATILITY.** The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

**YIELD TO MATURITY.** The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

## Exhibit "A"

### RUBIDOUX COMMUNITY SERVICES DISTRICT

#### Statement of Investment Policy

#### Introduction

This statement is intended to outline the policies for maximizing the efficiency of the Rubidoux Community Services District's (District) Cash Management System and for the prudent investment of the District's funds, and to provide guidelines for suitable investments.

The legislative body of a special district may invest surplus moneys not required for the immediate necessities of the special district in accordance with the provisions of California Code Sections 5921 and 53601 et seq.

The General Manager of the District shall annually prepare and submit a Statement of Investment Policy. Such policy and changes shall be considered by the legislative body at a public meeting (CGC 53646(a)).

The District shall attempt to obtain the optimal yield, provided that all investments meet the criteria established for safety and liquidity.

The investment policies and practices of the District are based upon Federal, State and Local law and prudent money management. The primary goals of these policies are:

1. To assure compliance with all Federal, State and Local laws governing the investment of moneys under the control of the District's Financial Officer.
2. To protect the principal moneys entrusted to the District.
3. To generate the optimal amount of investment income within the parameters of this Statement of Investment Policy and the guidelines for suitable investments.

#### I. SCOPE

All moneys entrusted to the District will be pooled in an actively managed portfolio. The Investment Pool or "Portfolio" will be referred to as the "FUND" throughout the remainder of this document.

## **II. OBJECTIVES**

### **A. Safety of Principal**

Safety of principal is the foremost objective of the District. Each investment transaction shall seek to preserve the principal of the portfolio, whether from institution default, broker-dealer default, or erosion of market value of securities. The District shall seek to preserve principal by mitigating the two types of risk--credit risk and market risk.

Investments shall be undertaken in a manner which first seeks to ensure the preservation of principal in the portfolio. The Financial Officer shall evaluate or cause to have evaluated each potential investment, seeking both quality in issuer and in underlying security or collateral, and shall diversify the portfolio to reduce exposure to loss.

1. Credit Risk. Credit Risk, defined as the risk of loss due to failure of an issuer of a security, shall be mitigated by investing in only very safe institutions and by diversifying the Funds so that the failure of any one issuer would not unduly harm the District's cash flow.

2. Market Risk. The risk of market value fluctuations, due to overall changes in the general level of interest rates, shall be mitigated by limiting the weighted average maturity of the District's fund to five years, unless otherwise approved by the Board of Directors.

### **B. Liquidity**

Investments shall be made whose maturity date is compatible with cash flow requirements and which will permit easy and rapid conversion into cash without a substantial loss of value.

### **C. Return on Investment**

Investments shall be undertaken to produce an optimal rate of return after first considering safety of principal and liquidity.

## **III. AUTHORIZED INVESTMENTS**

Generally, investments shall be made in the context of the Prudent Investor Rule (Probate Code, Section 16040, et seq.) which states that:



“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

The District is governed by the California Government Code, Sections 53600 et seq. Within the context of these limitations, the following investments are authorized, as further limited herein:

The investment maturities may not exceed five years, unless the Board of Directors have granted express authority either specifically or as a part of an investment program approved three months prior to the investment.

A. United States Treasury Bills, Notes, Bonds, and Certificates of Indebtedness, or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no limitation as to the percentage of the fund which can be invested in this category as they are both safe and liquid. (See attached Figure 1, Investment Type 1)

B. Obligations issued by the Government National Mortgage Association (GNMA), the Federal Farm Credit Bank System (FFCB), the Federal Home Loan Bank Board (FHLB), the Federal Home Loan Mortgage Corporation (FHLMC), the Student Loan Mortgage Administration (SLMA), and the Federal National Mortgage (FNMA), and those insured by the Federal Housing Administration (FHA), or in obligations, participations, or other instruments of, or issued by a federal agency, or a United States government sponsored enterprise. (See attached Figure 1, Investment Type 2)

C. Local Agency Investment Fund. The District may invest in the Local Agency Investment Fund (LAIF) established by the State Treasurer for the benefit of local agencies up to the maximum permitted by the LAIF governing Board. (See attached Figure 1, Investment Type 6)

D. Time Deposits. The District may invest in time deposits collateralized in accordance with the California Government Code, in those banks and savings and loan associations which meet the requirements for investment in certificates of deposit. The financial officer may waive the first \$100,000.00 of collateral security for such deposits if the financial institution is insured pursuant to federal law. Maturity may not exceed two years nor exceed \$2,500,000.00 at any one institution. (See attached Figure 1, Investment Type 5)

E. Share of beneficial interest issued by diversified management companies, otherwise known as money market mutual funds investing in the securities and obligations as authorized by subdivisions (a) to (l) inclusive of Section 53635 for use as an interim or sweep account and that comply with the investment restrictions (California Government Code, commencing with Section 53630), companies shall either:

1. Attain the highest ranking or the highest letter and numerical rating provided by not less than two of the three largest nationally recognized rating services.
2. Have an investment advisor registered with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations as authorized by subdivisions (a) to (m), inclusive and with assets under management in excess of five hundred million dollars (\$500,000,000.00). The purchase price of share of beneficial interest, (money market mutual funds) purchased pursuant to this subdivision shall not include any commission that these companies may charge. No more than 5% of the Funds may be invested in money market mutual funds with a fixed share price that does not fluctuate. (See attached Figure 1, Investment Type 4)

F. Commercial Paper. The District may enter into this short-term note rated A1/P1 for no more than 180 days per Government Code 53601(g). No more than \$1,000,000.00 may be invested through any one financial institution, with maximum investment of \$2,000,000.00. (See attached Figure 1, Investment Type 3)

G. Passbook Savings Account. The District may earn interest on idle funds in a passbook savings account at a federally-insured institution, until such time as funds can be invested.

#### **IV. PROHIBITED INVESTMENT**

In accordance with Sections:

53601.6(a) The District shall not invest any funds pursuant to this article in inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages; and

53601.6(b) The District shall not invest any funds pursuant to this article in any security that could result in zero interest accrual if held to maturity. However, a local agency may hold prohibited instruments until their maturity dates. The limitation in this subdivision shall not apply to local agency investments in share of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 89a-1, and following) that are authorized for investment pursuant to subdivision (k) of Section 53601.

## **V. OTHER RESTRICTIONS REGARDING DEBT PAYMENT**

53821.5, 53841.6, 53852.5 & 53859.02(b). Proceeds of sales or funds set aside for the repayment of any notes issued pursuant to this article shall not be invested for a term that exceeds the term of the notes.

53859.02(a). A local agency may borrow money pursuant to this article, the indebtedness to be represented by a grant anticipation note or notes issued to the lender pursuant to this article. The money borrowed may be used and expended by the local agency solely for the purpose for which the grant or loan is to be received.

## **VI. QUALIFIED DEALERS AND INSTITUTIONS**

The District shall transact business only with banks, savings and loans, and registered securities dealers. The purchase by the District of any investment other than purchased directly from the issuer, shall be purchased either from an institution licensed by the State as a broker-dealer as defined in Section 250004 of the Corporations Code, who is a member of the National Association of Securities Dealers, or a member of a Federally Regulated Securities Exchange, a National or State-Chartered Bank, a Federal or State Association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank. The District's Staff shall investigate all institutions which do business with the District, in order to determine if they are adequately capitalized, make markets in securities appropriate to the District's needs, and agree to abide by the conditions set forth in the District's Investment Policy. This investigation will be done annually by having the financial institutions complete and return the appropriate questionnaire (See attachments A and B) and an audited Financial Statement must be provided within 120 days of the institutions' year end.

## **VII. SAFEKEEPING OF SECURITIES**

All security transactions entered into by the District shall be conducted on delivery-versus-payment (DVP) basis. All securities purchased or acquired shall be delivered to the District by book entry, physical delivery or by third party custodial agreement as required by CGC 53601.

## **VIII. TREASURER'S REPORT**

Under provision of Section 53646 of the California Government Code, the financial officer shall render a monthly report to the Board of Directors to include:

1. Type, issuer, maturity date, par, market value, and dollar amount invested on all securities, investments and moneys held by the District, including funds managed for the District by third party contracted managers.

2. A certification that all investment actions are made in full compliance with the Investment Policy and that the District will meet its expenditure obligations for the next six months, as required by CGC 53646(b)(2) and (3) respectively.

## **IX. DELEGATION OF AUTHORITY**

Resolution No. 2019-849 and No. 2019-850 on April 18, 2019, authorize the General Manager and Director of Finance and Administration to invest funds with board approved finance institutions and to deposit and withdraw funds in the Local Agency Investment Fund (LAIF). Pursuant to the Government Code, the District Board delegates the authority to invest or to reinvest funds, or to sell or exchange securities so purchased, to the Director of Finance and Administration. The Director of Finance and Administration is charged with the responsibility for carrying out the policies of the District Board and shall assume full responsibility for investment transactions until the delegation of authority is revoked or expires.

The daily cash management, investment transaction and account reconciliations are the primary responsibilities of the Director of Finance and Administration. These activities are also carried out by other members of the Finance Department under the direction of the Director of Finance and Administration. The Director of Finance and Administration shall establish procedures for the operation consistent with this investment policy.

The Director of Finance and Administration and authorized individuals acting in accordance with written procedures and the investment policy and executing due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

## **X. ETHICS AND CONFLICT OF INTEREST**

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program or which could impair their ability to make impartial decisions. Officers and employees involved in the investment process shall abide by the Conflict of Interest Code, (California Government Code Section 1900 et seq.) and the California Political Reform Act (California Government Code Section 81000 et seq.).

## **XI. INVESTMENT CONTROLS**

The District has developed a system of internal investment controls and a segregation of responsibilities of investment functions in order to assure an adequate system of internal control over the investment function. Said internal investment controls have been received and approved by the District's independent auditor.

**RESOLUTION NO. 2023-903**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT  
AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL  
AGENCY INVESTMENT FUND**

**WHEREAS**, the Local Agency Investment Fund (LAIF) is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, in 1997, the Rubidoux Community Services District's (District) Board of Directors authorized the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein in the best interests of the District.

**NOW THEREFORE, BE IT RESOLVED**, that the following persons **or their successors in office** are each authorized to deposit or withdrawal District funds in LAIF in accordance with provisions of Government Code section 16429.1 for the purpose of investment as stated herein:

  
\_\_\_\_\_  
Brian R. Laddusaw, General Manager

  
\_\_\_\_\_  
Kirk T. Hamblin, Director of Finance and Administration

**AND**, the adoption of Resolution No. 2023-903 shall have an effective date of April 6, 2023;

**AND**, this resolution shall remain in full force and effect until rescinded by the Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office;

**AND**, the adoption of Resolution No. 2023-903 shall supersede District Resolution No. 2020-864, dated April 16, 2020, in its entirety.

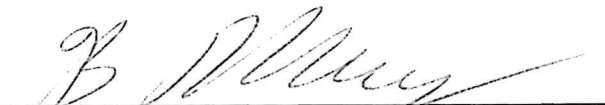
**BE IT FURTHER RESOLVED** that this Resolution was approved and adopted this 6<sup>th</sup> day of April, 2023, at the Regular Meeting of the Board of Directors of the Rubidoux Community Services District by the following vote:


**AYES:** Bernard Murphy; John Skerbelis; Armando Muniz; Hank Trueba Jr.;  
F. Forest Trowbridge

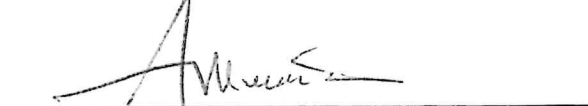
**NOES:** None


**ABSENT:** None


**ABSTENTIONS:** None

  
Bernard Murphy, President

  
John Skerbelis, Vice-President

  
Armando Muniz, Director

  
Hank Trueba, Jr., Director

  
F. Forest Trowbridge, Director

(Seal)

**ATTEST:**

  
Brian R. Laddusaw, Secretary to the Board

**APPROVED AS TO FORM AND CONTENT:**

  
John R. Harper, District Counsel



RESOLUTION NO. 799

RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT  
AUTHORIZING THE OPENING OF ACCOUNTS FOR INVESTMENT PURPOSES  
WITH CERTAIN FINANCIAL INSTITUTIONS

WHEREAS, the adoption of Resolution No. 799 shall supersede District Resolution No. 783, dated February 5, 2009.

BE IT RESOLVED by the Board of Directors of the Rubidoux Community Services District (District) that the District shall transact business with only the following institutions provided that they comply with the requirements of Part VI of the District's Statement of Investment Policy:

1. Bank of America/Bank America Investment Services/Merrill Lynch
2. Union Bank of California
3. Citizens Business Bank
4. Security Bank of California

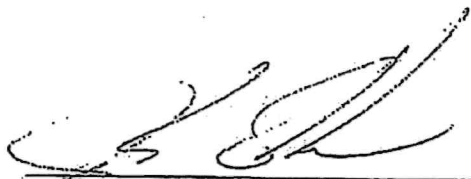
BE IT FURTHER RESOLVED that this Resolution is approved and adopted on the 16<sup>th</sup> of September, 2010, at the Regular Meeting of the Board of Directors of the Rubidoux Community Services District by the following vote:

AYES: Ruth Anderson Wilson, C. Marsden Smith, John Skerbelis,  
Armando Muniz, Gail Barclay

NOES: None


ABSENT: None

ABSTENTIONS: None

  
\_\_\_\_\_  
John Skerbelis, Director

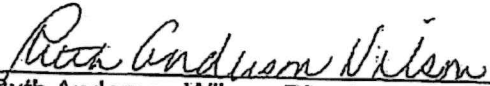
  
\_\_\_\_\_  
C. Marsden Smith, Director

  
\_\_\_\_\_  
Gail Barclay, Director

  
\_\_\_\_\_  
Armando Muniz, Director

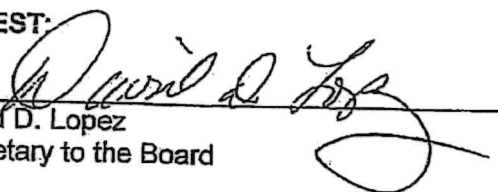
Resolution No. 799

Page 2

  
\_\_\_\_\_  
Ruth Anderson-Wilson, Director

(Seal)

ATTEST:

  
\_\_\_\_\_  
David D. Lopez  
Secretary to the Board

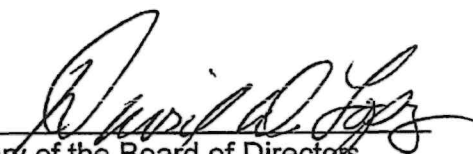
APPROVED AS TO FORM AND CONTENT:

  
\_\_\_\_\_  
John R. Harper, District Counsel

(Seal)

**CERTIFICATION**

I, David D. Lopez, Secretary of the Board of Directors of the Rubidoux Community Services District, DO HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Resolution No. 669 of said Board, and that the same has not been amended or repealed, and the same appears in the July 17, 1997 Minutes of said Board.

  
Secretary of the Board of Directors

RESOLUTION NO. 2019-855

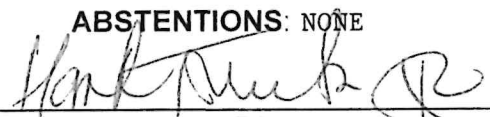
RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT  
ADOPTING A STATEMENT OF INVESTMENT POLICY

**WHEREAS**, California Government Code Sections 5921 and 53600 et seq. require the legislative body of a special district to adopt an investment policy on an annual basis; and

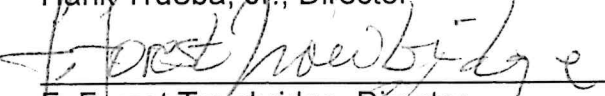
**WHEREAS**, the Board of Directors of the Rubidoux Community Services District has authorized a Statement of Investment Policy attached as Exhibit A.

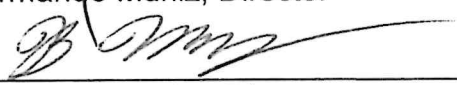
**NOW THEREFORE BE IT RESOLVED** that this Resolution supersedes Resolution No. 2017-837 in its entirety was approved and adopted on the 15<sup>th</sup> day of August, 2019, at the Regular Meeting of the Board of Directors of the Rubidoux Community Services District by the following vote:

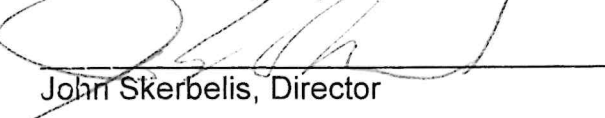
Bernard Murphy,  
**AYES:** Hank Trueba, Jr., Armando Muniz, John Skerbelis, F. Forest Trowbridge  
**NOES:** NONE  
**ABSENT:** NONE  
**ABSTENTIONS:** NONE

  
\_\_\_\_\_  
Hank Trueba, Jr., Director

  
\_\_\_\_\_  
Armando Muniz, Director

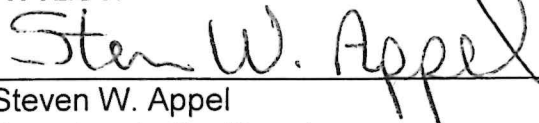
  
\_\_\_\_\_  
F. Forest Trowbridge, Director

  
\_\_\_\_\_  
Bernard Murphy, Director

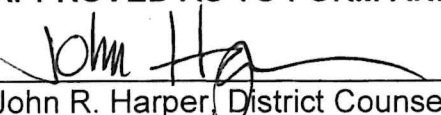
  
\_\_\_\_\_  
John Skerbelis, Director

(seal)

**ATTEST:**

  
\_\_\_\_\_  
Steven W. Appel  
Secretary to the Board

**APPROVED AS TO FORM AND CONTENT:**

  
\_\_\_\_\_  
John R. Harper, District Counsel

8. **ACTION / DISCUSSION ITEMS** (continued)

- 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

# 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

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

## DIRECTORS MEMORANDUM 2024-49

June 6, 2024

**To:** Rubidoux Community Services District  
Board of Directors

**Subject:** 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 contributions can generate substantial long-term net savings. Each 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.

**RECOMMENDATION:**

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

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.

Respectfully,



BRIAN R. LADDUSAW, CPA  
General Manager

Attach:

1. Draft Res. No. 2024-914
2. Draft Agreement and Election to Prefund Employer Contributions to a Defined Benefit Pension Plan
3. Draft Certification of Funding Policy
4. Draft Delegation of Authority to Request Disbursements
5. CEPPT – Informational Flyer
6. Resolution No. 2023-901 w/ Exhibit A

**RESOLUTION NO. 2024-914**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF RUBIDOUX  
COMMUNITY SERVICES DISTRICT  
AUTHORIZING THE ESTABLISHMENT OF A CALPERS EMPLOYER  
PENSION PREFUNDING TRUST (CEPPT) SECTION 115 TRUST**

**WHEREAS**, the Rubidoux Community Services District ("District") is committed to ensuring the long-term fiscal health and sustainability of its retirement benefit programs; and

**WHEREAS**, the District participates in the California Public Employees' Retirement System (CalPERS) to provide pension benefits to its eligible employees; and

**WHEREAS**, the District recognizes the need to manage its pension liabilities proactively and efficiently to mitigate budgetary pressures and financial risks associated with unfunded pension obligations; and

**WHEREAS**, the establishment of a California Employers' Pension Prefunding Trust (CEPPT) Section 115 Trust (the "Trust") allows the District to set aside and invest funds specifically for future pension obligations, offering a strategic approach to prefunding pension costs; and

**WHEREAS**, the Trust provides several benefits, including enhanced financial management, risk mitigation, and increased local control over funds; and

**WHEREAS**, the Board of Directors of the District ("Board") has determined that establishing the Trust is in the best interest of the District, its employees;

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

1. ***Approval of Trust Establishment***: The Board hereby authorizes the establishment of a CalPERS Employer Pension Prefunding Trust (CEPPT) Section 115 Trust to prefund pension obligations.
2. ***Implementation and Administration***: The General Manager, or their designee, is authorized to execute all necessary documents and agreements required to establish and administer the Trust in accordance with this resolution. The General Manager, or their designee, is also authorized to take any other actions necessary to implement the intent and purposes of this resolution.

**PASSED AND ADOPTED**, by the Board of Directors of the Rubidoux Community Services District at a regular meeting held on June 6, 2024, by the following vote:

**AYES:**

**AWAY:**

**NOES:**

**ABSENT:**

**ABSTENTIONS:**

---

John Skerbelis, President  
Rubidoux Community Services District

(Seal)

**ATTEST:**

---

Brian R. Laddusaw  
General Manager

**APPROVED AS TO FORM AND CONTENT:**

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John R. Harper  
District Counsel

This resolution officially establishes the framework for creating and managing a CalPERS Employer Pension Prefunding Trust (CEPPT) Section 115 Trust, aligning Rubidoux Community Services District's financial planning with its long-term pension obligations.



**CALIFORNIA EMPLOYERS' PENSION PREFUNDING TRUST PROGRAM**

**AGREEMENT AND ELECTION  
OF**

**Rubidoux Community Services District**

---

(NAME OF EMPLOYER)

**to Prefund Employer Contributions to a Defined Benefit  
Pension Plan**

WHEREAS (1) Government Code (GC) Section 21711(a) establishes in the State Treasury the California Employers' Pension Prefunding Trust Fund (CEPPT), a special trust fund for the purpose of allowing eligible employers to prefund their required pension contributions to a defined benefit pension plan (each an Employer Pension Plan) by receiving and holding in the CEPPT amounts that are intended to be contributed to an Employer Pension Plan at a later date; and

WHEREAS (2) GC Section 21711(b) provides that the California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control of the administration and investment of the CEPPT, the purposes of which include, but are not limited to (i) receiving contributions from participating employers; (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds; and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the CEPPT and to deposit employer contributions into Employer Pension Plans in accordance with their terms; and

WHEREAS (3) **Rubidoux Community Services District**

---

(NAME OF EMPLOYER)

(Employer) desires to participate in the CEPPT upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the CEPPT upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Employer Contributions to a Defined Benefit Pension Plan (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The CEPPT is a trust fund that is intended to perform an essential governmental function (that is, the investment of funds by a State, political subdivision or 115 entity) within the meaning of Internal Revenue Code (Code) Section 115 and Internal Revenue Service Revenue Ruling 77-261, and as an Investment Trust Fund, as defined in Governmental Accounting Standards Board (GASB) Statement No. 84, Paragraph 16, for accounting and financial reporting of fiduciary activities from the

external portion of investment pools and individual investment accounts that are held in a trust that meets the criteria in Paragraph 11c(1).

WHEREAS (6) The CEPPT is not a Code Section 401(a) qualified trust and the assets held in the CEPPT are not assets of any Employer Pension Plan or any plan qualified under Code Section 401(a).

NOW, THEREFORE, BE IT RESOLVED THAT EMPLOYER HEREBY MAKES THE FOLLOWING REPRESENTATION AND WARRANTY AND THAT THE BOARD AND EMPLOYER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. Employer Representation and Warranty

Employer hereby represents and warrants that it is the State of California or a political subdivision thereof, or an entity whose income is excluded from gross income under Code Section 115(1).

B. Adoption and Approval of the Agreement; Effective Date; Amendment

(1) Employer's governing body shall elect to participate in the CEPPT by adopting this Agreement and filing with the Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to: CalPERS  
CEPPT  
P.O. Box 1494  
Sacramento, CA 95812-1494

Filing in person, deliver to: CalPERS Mailroom  
CEPPT  
400 Q Street  
Sacramento, CA 95811

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement. Employer shall provide the Board such other documents as the Board may request, including, but not limited to a certified copy of the resolution(s) of the governing body of Employer authorizing the adoption of the Agreement and documentation naming Employer's successor entity in the event that Employer ceases to exist prior to termination of this Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both the Board and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the CEPPT, to carry out the purposes of this Agreement, and to maintain the tax-exempt status of the CEPPT. Employer agrees to follow such procedures and processes.

C. Employer Reports Provided for the Board's Use in Trust Administration and Financial Reporting and Employer Contributions

(1) Employer shall provide to the Board a defined benefit pension plan cost report on the basis of the actuarial assumptions and methods prescribed by Actuarial Standards of Practice (ASOP) or prescribed by GASB. Such report shall be for the Board's use in trust administration and financial reporting and shall be prepared at least as often as the minimum frequency required by applicable GASB Standards. This defined benefit pension plan cost report may be prepared as an actuarial valuation report or as a GASB compliant financial report. Such report shall be:

- 1) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;
- 2) prepared in accordance with ASOP or with GASB; and
- 3) provided to the Board prior to the Board's acceptance of contributions for the reporting period or as otherwise required by the Board.

(2) In the event that the Board determines, in its sole discretion, that Employer's cost report is not suitable for the Board's purposes and use or if Employer fails to provide a required report, the Board may obtain, at Employer's expense, a report that meets the Board's trust administration and financial reporting needs. At the Board's option, the Board may recover the costs of obtaining the report either by billing and collecting such amount from Employer or through a deduction from Employer's Prefunding Account (as defined in Paragraph D(2) below).

(3) Employer shall notify the Board in writing of the amount and timing of contributions to the CEPPT, which contributions shall be made in the manner established by the Board and in accordance with the terms of this Agreement and any procedures adopted by the Board.

(4) The Board may limit Employer's contributions to the CEPPT to the amount necessary to fully fund the actuarial present value of total projected benefit payments not otherwise prefunded through the applicable Employer Pension Plan (Unfunded PVFB), as set forth in Employer's cost report for the applicable period. If Employer's contribution would cause the assets in Employer's Prefunding Account to exceed the Unfunded PVFB, the Board may refuse to accept the contribution. If Employer's cost report for the applicable period does not set forth the Unfunded PVFB, the Board may

refuse to accept a contribution from Employer if the contribution would cause the assets in Employer's Prefunding Account to exceed Employer's total pension liability, as set forth in Employer's cost report.

(5) No contributions are required. Contributions can be made at any time following the effective date of this Agreement if Employer has first complied with the requirements of this Agreement, including Paragraph C.

(6) Employer acknowledges and agrees that assets held in the CEPPT are not assets of any Employer Pension Plan or any plan qualified under Code Section 401(a), and will not become assets of such a plan unless and until such time as they are distributed from the CEPPT and deposited into an Employer Pension Plan.

#### D. Administration of Accounts; Investments; Allocation of Income

(1) The Board has established the CEPPT as a trust fund consisting of an aggregation of separate single-employer accounts, with pooled administrative and investment functions.

(2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the CEPPT (Employer's Prefunding Account). Assets in Employer's Prefunding Account will be held for the exclusive purpose of funding Employer's contributions to its Employer Pension Plan(s) and defraying the administrative expenses of the CEPPT.

(3) The assets in Employer's Prefunding Account may be aggregated with the assets of other participating employers and may be co-invested by the Board in any asset classes appropriate for a Code Section 115 trust, subject to any additional requirements set forth in applicable law, including, but not limited to, subdivision (d) of GC Section 21711. Employer shall select between available investment strategies in accordance with applicable Board procedures.

(4) The Board may deduct the costs of administration of the CEPPT from the investment income of the CEPPT or from Employer's Prefunding Account in a manner determined by the Board.

(5) Investment income earned shall be allocated among participating employers and posted to Employer's Prefunding Account daily Monday through Friday, except on holidays, when the allocation will be posted the following business day.

(6) If, at the Board's sole discretion and in compliance with accounting and legal requirements applicable to an Investment Trust Fund and to a Code Section 115 compliant trust, the Board determines to its satisfaction that all obligations to pay defined benefit pension plan benefits in accordance with the applicable Employer Pension Plan terms have been satisfied by payment or by defeasance with no remaining risk regarding the amounts to be paid or the value of assets held in the

CEPPT, then the residual Employer assets held in Employer's Prefunding Account may be returned to Employer.

#### E. Reports and Statements

(1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.

(2) The Board, at its discretion but at least annually, shall prepare and provide a statement of Employer's Prefunding Account reflecting the balance in Employer's Prefunding Account, contributions made during the period covered by the statement, investment income allocated during such period, and such other information as the Board may determine.

#### F. Disbursements

(1) Employer may receive disbursements from the CEPPT not to exceed, on an annual basis, the amount of the total annual Employer contributions to Employer's Pension Plan for such year.

(2) Employer shall notify the Board in writing in the manner specified by the Board of the persons authorized to request disbursements from the CEPPT on behalf of Employer.

(3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board, and the Board may rely conclusively upon such writing. The Board may, but is not required to, require that Employer certify or otherwise demonstrate that amounts disbursed from Employer's Prefunding Account will be used solely for the purposes of the CEPPT. However, in no event shall the Board have any responsibility regarding the application of distributions from Employer's Prefunding Account.

(4) No disbursement shall be made from the CEPPT which exceeds the balance in Employer's Prefunding Account.

(5) Requests for disbursements that satisfy the above requirements will be processed on at least a monthly basis.

(6) The Board shall not be liable for amounts disbursed in error if it has acted upon the written instruction of an individual authorized by Employer to request disbursements, and is under no duty to make any investigation or inquiry about the correctness of such instruction. In the event of any other erroneous disbursement, the extent of the Board's liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.

#### G. Costs of Administration

Employer shall pay its share of the costs of administration of the CEPPT, as determined by the Board and in accordance with Paragraph D.

#### H. Termination of Employer's Participation in the CEPPT

(1) The Board may terminate Employer's participation in the CEPPT if:

- (a) Employer's governing body gives written notice to the Board of its election to terminate; or
- (b) The Board determines, in its sole discretion, that Employer has failed to satisfy the terms and conditions of applicable law, this Agreement or the Board's rules, regulations or procedures.

(2) If Employer's participation in the CEPPT terminates for either of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the CEPPT, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D, and Employer shall remain subject to the terms of this Agreement with respect to such assets.

(3) After Employer's participation in the CEPPT terminates, Employer may not make further contributions to the CEPPT.

(4) After Employer's participation in the CEPPT terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.

(5) After Employer's participation in the CEPPT terminates, the governing body of Employer may request either:

- (a) A trustee to trustee transfer of the assets in Employer's Prefunding Account to a trust dedicated to prefunding Employer's required pension contributions; provided that the Board shall have no obligation to make such transfer unless the Board determines that the transfer will satisfy applicable requirements of the Code, other law and accounting standards, and the Board's fiduciary duties. If the Board determines that the transfer will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the transfer. The amount to be transferred shall be the amount in Employer's Prefunding Account as of the date of the transfer (the "transfer date") and shall include investment earnings up to an investment earnings allocation date preceding the transfer date. In no event shall the investment earnings allocation date precede the transfer date by more than 150 days.



- (b) A disbursement of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such disbursement unless the Board determines that, in compliance with the Code, other law and accounting standards, and the Board's fiduciary duties, all of Employer's obligations for payment of defined benefit pension plan benefits and reasonable administrative costs of the Board have been satisfied. If the Board determines that the disbursement will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the disbursement. The amount to be disbursed shall be the amount in Employer's Prefunding Account as of the date of the disbursement (the "disbursement date") and shall include investment earnings up to an investment earnings allocation date preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement date by more than 150 days.

(6) After Employer's participation in the CEPPT terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate. To the extent that assets remain in Employer's Prefunding Account, this Agreement shall remain in full force and effect.

(7) If, for any reason, the Board terminates the CEPPT, the assets in Employer's Prefunding Account shall be paid to Employer to the extent permitted by law and Code Section 115 after retention of (i) an amount sufficient to pay the Unfunded PVFB as set forth in a current defined benefit pension plan(s) cost report prepared in compliance with ASOP and the requirements of Paragraph C(1), and (ii) amounts sufficient to pay reasonable administrative costs of the Board. Amounts retained by the Board to pay the Unfunded PVFB shall be transferred to (i) another Code Section 115 trust dedicated to prefunding Employer's required pension contributions, subject to the Board's determination that such transfer will satisfy applicable requirements of the Code, other law and accounting standards, and the Board's fiduciary duties or (ii) Employer's Pension Plan, subject to acceptance by Employer's Pension Plan.

(8) If Employer ceases to exist but Employer's Prefunding Account continues to exist, and if no provision has been made to the Board's satisfaction by Employer with respect to Employer's Prefunding Account, the Board shall be permitted to identify and appoint a successor to Employer under this Agreement, provided that the Board first determines, in its sole discretion, that there is a reasonable basis upon which to identify and appoint such a successor and provided further that such successor agrees in writing to be bound by the terms of this Agreement. If the Board is unable to identify or appoint a successor as provided in the preceding sentence, then the Board is authorized to appoint a third-party administrator or other successor to act on behalf of Employer under this Agreement and to otherwise carry out the intent of this Agreement with respect to Employer's Prefunding Account. Any and all costs associated with such appointment shall be paid from the assets attributable to Employer's Prefunding Account. At the Board's option, and subject to acceptance by Employer's Pension Plan,

the Board may instead transfer the assets in Employer's Prefunding Account to Employer's Pension Plan and terminate this Agreement.

(9) If the Board determines, in its sole discretion, that Employer has breached the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the CEPPT.

#### I. Indemnification

Employer shall indemnify, defend, and hold harmless CalPERS, the Board, the CEPPT, and all of the officers, trustees, agents and employees of the foregoing from and against any loss, liability, claims, causes of action, suits, or expense (including reasonable attorneys' fees and defense costs, lien fees, judgments, fines, penalties, expert witness fees, appeals, and claims for damages of any nature whatsoever) not charged to the CEPPT and imposed as a result of, arising out of, related to or in connection with (1) the performance of the Board's duties or responsibilities under this Agreement, except to the extent that such loss, liability, suit or expense results or arises from the Board's own gross negligence, willful misconduct or material breach of this Agreement, or (2) without limiting the scope of Paragraph F(6) of this Agreement, any acts taken or transactions effected in accordance with written directions from Employer or any of its authorized representatives or any failure of the Board to act in the absence of such written directions to the extent the Board is authorized to act only at the direction of Employer.

#### J. General Provisions

##### (1) Books and Records

Employer shall keep accurate books and records connected with the performance of this Agreement. Such books and records shall be kept in a secure location at Employer's office(s) and shall be available for inspection and copying by the Board and its representatives.

##### (2) Notice

(a) Any notice or other written communication pursuant to this Agreement will be deemed effective immediately upon personal delivery, or if mailed, three (3) days after the date of mailing, or if delivered by express mail or e-mail, immediately upon the date of confirmed delivery, to the following:

For the Board:

Filing by mail, send to:  
CalPERS  
CEPPT  
P.O. Box 1494  
Sacramento, CA 95812-1494

Filing in person, deliver to:  
CalPERS Mailroom  
CEPPT  
400 Q Street  
Sacramento, CA 95811

For Employer:

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

(b) Either party to this Agreement may, from time to time by notice in writing served upon the other, designate a different mailing address to which, or a different person to whom, all such notices thereafter are to be addressed.

### (3) Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement shall survive the termination of this Agreement.

### (4) Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

### (5) Necessary Acts; Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

### (6) Incorporation of Amendments to Applicable Laws and Accounting Standards

Any references to sections of federal or state statutes or regulations or accounting standards shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

(7) Days

Wherever in this Agreement a set number of days is stated or allowed for a particular event to occur, the days are understood to include all calendar days, including weekends and holidays, unless otherwise stated.

(8) No Third Party Beneficiaries

Except as expressly provided herein, this Agreement is for the sole benefit of the parties hereto and their permitted successors and assignees, and nothing herein, expressed or implied, will give or be construed to give any other person any legal or equitable rights hereunder. Notwithstanding the foregoing, CalPERS, the CEPPT, and all of the officers, trustees, agents and employees of CalPERS, the CEPPT and the Board shall be considered third party beneficiaries of this Agreement with respect to Paragraph 1 above.

(9) Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

A majority vote of Employer's Governing Body at a public meeting held on the 6 day of the month of June in the year 2024, authorized entering into this Agreement.

Signature of the Presiding Officer: \_\_\_\_\_

Printed Name of the Presiding Officer: John Skerbelis, President

Name of Governing Body: The Board of Directors

Name of Employer: Rubidoux Community Services District

Date: June 6, 2024

BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
MELODY BENAVIDES  
DIVISION CHIEF, PENSION CONTRACTS AND PREFUNDING PROGRAMS  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

To be completed by CalPERS  
The effective date of this Agreement is: \_\_\_\_\_



State of California  
 California Public Employees' Retirement System  
 California Employers' Pension Prefunding Trust (CEPPT)  
 400 Q Street, Sacramento, CA 95811  
 www.calpers.ca.gov

**California Employers' Pension Prefunding Trust (CEPPT)  
 CERTIFICATION OF FUNDING POLICY**

EMPLOYER NAME: Rubidoux Community Services District

**SECTION I: CEPPT Asset Allocation Strategy Selection**

As the employer, I certify that my agency chooses the following CEPPT asset allocation strategy (select one):

CEPPT Asset Allocation Strategy	10 Year Expected Rate of Return	Expected Volatility (Standard Deviation)
<input type="checkbox"/> Strategy 1	4.5%	8.8%
<input checked="" type="checkbox"/> Strategy 2	3.5%	6.1%
<input type="checkbox"/> Concurrent Enrollment	-	-

**SECTION II: Contributions and Reimbursements**

As the employer, I certify that we intend to make CEPPT contributions and request eligible reimbursements in the following manner:

**Contributions:**

We intend to make an initial contribution of \$ 150,000 on or around 06/2024.  
(MM/YYYY)

For fiscal year ending June 30, 2024 we intend to contribute the estimated following amount(s) in:  
(YYYY)

Strategy 1: \$ 150,000 and/or

Strategy 2: \$ \_\_\_\_\_

For fiscal year ending June 30, 2025 we intend to contribute the estimated following amount(s) in:  
(YYYY)

Strategy 1: \$ 150,000 and/or

Strategy 2: \$ \_\_\_\_\_





State of California  
California Public Employees' Retirement System  
California Employers' Pension Prefunding Trust (CEPPT)  
400 Q Street, Sacramento, CA 95811  
www.calpers.ca.gov

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## California Employers' Pension Prefunding Trust (CEPPT) CERTIFICATION OF FUNDING POLICY

### Reimbursements:

During the two years period identified above, do you intend to seek a reimbursement?

Yes

No

If you answered yes:

For fiscal year ending June 30, \_\_\_\_\_ we intend to seek an approximate reimbursement of \$ \_\_\_\_\_.  
(YYYY)

For fiscal year ending June 30, \_\_\_\_\_ we intend to seek an approximate reimbursement of \$ \_\_\_\_\_.  
(YYYY)

### COMMENTS:

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State of California  
 California Public Employees' Retirement System  
 California Employers' Pension Prefunding Trust (CEPPT)  
 400 Q Street, Sacramento, CA 95811  
 www.calpers.ca.gov

## California Employers' Pension Prefunding Trust (CEPPT) CERTIFICATION OF FUNDING POLICY

We understand we will be asked to provide information to CalPERS as required to facilitate compliance with Governmental Accounting Standards Board (GASB) reporting requirements and we agree to provide this information to CalPERS on a timely basis.

We understand that CEPPT will be reported in aggregate as a fiduciary fund for CalPERS reporting. CEPPT assets will not be reported under GASB 67/68.

We understand that the cash flow information provided in Section II are estimated amounts and is being used for CEPPT asset management purposes. There is no implied commitment to contribute or reimburse.

**Rubidoux Community Services District**

Employer Name

**Brian Laddusaw**

Printed Name of Person Signing the Form

**General Manager**

Title of Person Signing the Form

Signature

Date

<b>Kirk Hamblin</b>	
Designated Employer Contact Name	
<b>Director of Finance and Administration</b>	
Title of Designated Employer Contact	
<b>951-684-7580</b>	<b>khamblin@rcsd.org</b>
Phone #	Email Address



State of California  
California Public Employees' Retirement System  
California Employers' Pension Prefunding Trust (CEPPT)  
400 Q Street, Sacramento, CA 95811  
[www.calpers.ca.gov](http://www.calpers.ca.gov)

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## California Employers' Pension Prefunding Trust (CEPPT) CERTIFICATION OF FUNDING POLICY

This page provides instructions to complete each section of the Certification of Pension Funding Policy.

### **SECTION I: CEPPT Asset Allocation Strategy Selection**

Your CEPPT assets will be invested using the asset allocation strategy checked here. Each strategy has a different assumed 10 year expected rate of return and risk profile.

### **SECTION II: Contributions and Reimbursements**

Here we ask you to indicate how you expect to make contributions to, and seek reimbursement from, the trust. All contributions are voluntary and never required. This section is for informational purpose. There is no implied commitment to contribute or reimburse. Information provided is intended for investment forecast and asset management purposes.



State of California  
California Public Employees' Retirement System California  
Employers' Pension Prefunding Trust (CEPPT)  
400 Q Street, Sacramento, CA 95811  
www.calpers.ca.gov

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## Delegation of Authority to Request Disbursements California Employers' Pension Prefunding Trust (CEPPT)

### RESOLUTION OF THE

The Board of Directors

\_\_\_\_\_  
(GOVERNING BODY)

### OF THE

Rubidoux Community Services District

\_\_\_\_\_  
(NAME OF EMPLOYER)

The The Board of Directors delegates to the incumbents  
(GOVERNING BODY)

in the positions of General Manager and  
(TITLE)

Director of Finance and Administration, and/or  
(TITLE)

\_\_\_\_\_  
(TITLE) authority to request on behalf of the

Employer disbursements from the Pension Prefunding Trust and to certify as to the purpose for which the disbursed funds will be used.

By \_\_\_\_\_

Title Board President

Witness \_\_\_\_\_

Date \_\_\_\_\_

# The California Employers' Pension Prefunding Trust

Prefund future pension costs with a CalPERS trust fund

The CEPPT is designed to give public agencies who offer defined benefit pensions the opportunity to save money by investing now for their future pension contributions.



**89**

Participating Employers



**493% Growth**

In Employer Participation From Inception to FY 2022-23



**140.1 million**

Assets Under Management

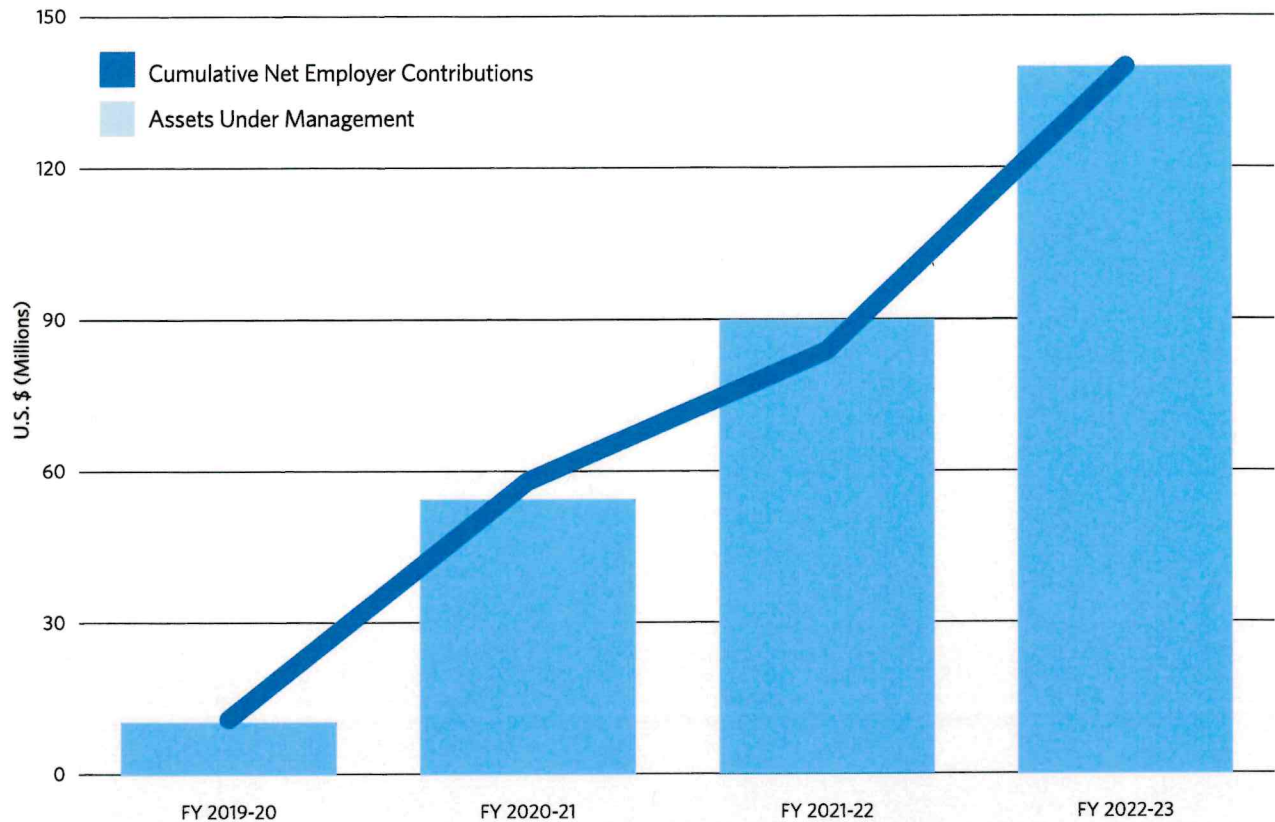
“ The CEPPT program gives us a powerful tool to help ensure the stabilization and sustainability of our long-term retirement benefits. With its low fees, flexibility, risk diversification, and professional staff, it is the perfect program to save money for our agency and the ratepayers we serve. ”

- Robert Housley, General Manager  
Finance and Human Resources,  
Midway City Sanitary District, Orange

## Choice of Asset Allocation Strategies

	Expected Rate of Return	Standard Deviation	Risk Level Less Conservative → More Conservative
Strategy 1	4.5%	8.8%	
Strategy 2	3.5%	6.1%	

## Consistent Growth of CEPPT Fund Assets Since Inception



### How can you use the CEPPT?

- Prefund normal cost contributions and unfunded liability payments
- Make additional discretionary payments
- As a contingency fund for future volatility

### Advantages of Participating in CEPPT

The CEPPT is designed to save you money and stabilize your budget by offering:

- CalPERS investment management
- Low total participation costs
- Efficient and effective customer outreach and support
- Simple and streamlined account transactions

### Portfolio Managed by CalPERS

- Fiduciary responsibility assumed by the CalPERS Board
- Investment management by experts at CalPERS and internationally renowned consultants
- Two investment strategy options with varying risk levels
- All public market securities

Learn more at [www.calpers.ca.gov/ceppt](http://www.calpers.ca.gov/ceppt)

Contact us at [ceppt4u@calpers.ca.gov](mailto:ceppt4u@calpers.ca.gov)



**RESOLUTION NO. 2023-901**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RUBIDOUX  
COMMUNITY SERVICES DISTRICT ADOPTING AN UNFUNDED  
ACCRUED LIABILITY PENSION MANAGEMENT POLICY**

**WHEREAS**, the Board of Directors (the “Board”) of the Rubidoux Community Services District (the “District”) is obligated by the Public Employees’ Retirement Law, commencing with Section 20000 of the Government Code of the State of California, as amended (the “Retirement Law”), to make payments to the California Public Employees’ Retirement System (“CalPERS”) relating to pension benefits accruing to current and former District employees who are CalPERS members, including retired employees (the “CalPERS Obligations”); and

**WHEREAS**, the District currently has an unfunded accrued liability (the “UAL”) in respect of the CalPERS Obligations; and

**WHEREAS**, the CalPERS Obligations, including the UAL, and all other aspects of the pension plan arrangements between CalPERS and the District, is evidenced by a contract or contracts with CalPERS with respect to public safety employees of the District, as heretofore and hereafter amended from time to time (collectively, the “Pension Plans”); and

**WHEREAS**, the District is in the process of considering certain financing strategies, including the possible issuance of municipal obligations, that could generate funds to pay off a certain portion of the District’s current estimated UAL owed to CalPERS; and

**WHEREAS**, CalPERS provides the District with new actuarial valuations on an annual basis that calculates the District’s total pension liability as of the new valuation date; and

**WHEREAS**, each year it is possible that the District will incur new UAL costs if the District’s market value of plan assets are not equivalent to the actuarially determined liability amounts; and

**WHEREAS**, the District desires to establish a framework for funding new UAL costs that may arise in the future with the objective of funding the Pension Plans at certain targeted funded status levels whenever possible; and

**WHEREAS**, to facilitate payment of future UAL costs in a timely manner and to reduce the risk that future UAL costs pose to the District’s financial position, the District desires to adopt the Unfunded Accrued Liability Pension Management Policy, attached hereto (the “Pension Management Policy”); and

**NOW, THEREFORE BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE RUBIDOUX COMMUNITY SERVICES DISTRICT THAT:**

**Section 1. Recitals and Findings.** The Board hereby specifically finds and declares that all of the facts set forth in the Recitals of this Resolution are true and correct.

**Section 2. Adoption of Pension Management Policy.** The Board hereby finds and declares that the Pension Management Policy, attached as Exhibit "A" hereto, is hereby approved and adopted as the official Rubidoux Community Services District Unfunded Accrued Liability Pension Management Policy to be effective February 2, 2023.

**Section 3. Authorized Official Actions.** The Board President, General Manager, Director of Finance and Administration, Board Secretary, and all other officers of the District are hereby authorized and directed, jointly and severally, to do any and all things to effectuate the purposes of this Resolution and to implement and administer the Pension Management Policy.

**Section 4. Effective Date.** This Resolution shall take effect from and after the date of its passage and adoption.

**PASSED AND ADOPTED** by the Board of Directors of the Rubidoux Community Services District at a meeting thereof on the 2<sup>nd</sup> day of February 2023, by the following vote:

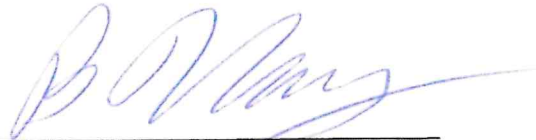
AYES:           BERNARD MURPHY; JOHN SKERBELIS; HANK TRUEBA JR.; F. FOREST  
                  TROWBRIDGE; ARMANDO MUNIZ

NOES:

ABSENT:

ABSTAIN:

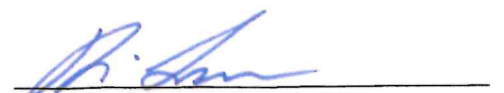
BY:



\_\_\_\_\_  
Bernard Murphy, President  
Rubidoux Community Services District

(Seal)

ATTEST:



\_\_\_\_\_  
Brian Laddusaw, General Manager  
Rubidoux Community Services District

**RUBIDOUX COMMUNITY SERVICES DISTRICT**  
**UNFUNDED ACCRUED LIABILITY PENSION MANAGEMENT POLICY**

CalPERS has adopted the UAL amortization methods that were meant to help public agencies “ease into” paying for the UAL increases. New UAL amortization bases are implemented incrementally, with a five-year ramp-up period, and at times include additional small increases in each of the subsequent years. The ramp-up period, while reducing the cash flow impact in the near term, increases the overall UAL repayment costs for the District by delaying repayment. Since the UAL balances accrue interest at the rate that is equal to the then current Discount Rate, the delayed payments prior to the commencement of the amortization and the reduced payments during the ramp-up period that do not fully cover the interest costs result in negative amortization, causing further increases to the UAL balance. To help reduce the overall costs of the UAL repayment, this Policy encourages level annual payments (i.e., no ramp-up) whenever possible.

**Section 4. Policy**

**A. Funding Level Objective.** It is the District’s policy to strive to achieve and maintain a Pension “Funded Ratio” (being the ratio by which the Market Value of Assets—as set forth in the most recently published Valuation Report--exceeds the Entry Age Normal Accrued Liability or “EANAL”—as set forth in the most recently published Valuation Report) for each Pension Plan of 85%, *but never dropping below 80%* (the “Funding Level Objective”).

**Funding Level Objective = 85%**

Achieving and maintaining the 85% Funding Level Objective ensures that the ongoing contributions of the District and its employees, and therefore the taxpayer funds, are properly and adequately funding the retirement benefits of retirees and today’s workers. This concept is commonly referred to as the intergenerational equity. Falling short of this funded level forces future Board of Directors to pay the costs of the poor planning and execution of today’s Pension Plans. The reason for a Funding Level Objective of 85% rather than 100% is to allow some cushion for the possibility that good investment returns by CalPERS in a given year might push the Funded Ratio of a Pension Plan above 100% (commonly referred to as “superfunded status”), which means that the District and its employees had contributed into the Pension Plan more than was necessary. Thus, while the District remains committed to maintaining a 100% funded level, it shall manage the 15% differential (i.e., the difference between 85% and 100%) through its own investment process by creating the “Pension Rate Stabilization Fund” discussed herein.

**Guidance:** To achieve the Funding Level Objective, this Policy provides the following guidance:

1. **Pre-Pay the Entire Annual UAL Payment by July 31<sup>st</sup> of each year.** On or before July 1st of each year, the District receives its annual CalPERS UAL invoice. The District has two payments options. The invoice can (1) be paid in equal monthly increments or (2) be fully pre-paid at the beginning of the fiscal year by July 31st. By prepaying the entire invoice amount due by July 31st, the District can concurrently save approximately 3.3% compared to making the monthly payments. As such, every effort should be made to pre-pay the UAL payment upon receipt of the annual invoice.
2. **Pre-Pay UAL from Reserves, One-Time Revenues, and Fund Surpluses.** Reserves (often invested in LAIF) regularly do not earn returns that can offset the interest rate that CalPERS charges on the outstanding UAL balance. Supplemental contributions into the Pension Plans

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from available reserves, one-time revenues, and fund surpluses can generate substantial long-term net savings. Each supplemental contribution, referred to by CalPERS as an Additional Discretionary Payment (ADP), reduces the UAL balance, the Annual Required Contributions (ARC) for future years, and the total interest costs associated with the UAL. CalPERS does not apply any prepayment penalties to ADPs. Therefore, during each budget cycle, the District staff shall review all available reserves, one-time revenues, and fund surpluses to determine whether any such funds could be used to make an ADP to pay down the UAL, keeping in mind operational and capital budgetary constraints while maintaining adequate reserves and balancing the fiscal soundness of eliminating the high-interest UAL debt. ADPs should not adversely affect the general operations and fiscal soundness of the District.

3. **Capital Financing.** When considering capital projects, staff regularly reviews and plans for reserving capital to cash fund current and future projects. When considering how to pay for current and future capital projects, staff should review the current tax-exempt market to assess if it would be more cost effective to borrow at tax-exempt rates to pay for the capital projects and redirect the reserved funding (and/or such other appropriate funds of the District) to make ADPs to CalPERS.

If there are projected cost savings by using this method, and a capital financing strategy is to be implemented, the Board of Directors would need to approve of the ADPs being paid to CalPERS prior to the financing to ensure that the annual savings generated by implementing the strategy are applied to UAL paydowns.

4. **Utilize Savings Achieved from Refunding Outstanding Non-Pension Related Debt to Pre-Pay UAL.** During each budget cycle, staff should review all outstanding long-term non-pension related debt of the District to determine whether a refunding of such debt might result in net present value (NPV) savings of greater than 3%, and if so, consider a structure and strategy that frontloads the savings from such debt refunding, which can then be used to pay down the UAL. This strategy should only be used if the interest rates on the currently outstanding debt is sufficiently below the then-current Discount Rate to ensure that overall NPV savings of greater than 3% are achieved by the District.
5. **Sources of Revenue.** All fees, rates, and charges should incorporate full allocation of pension costs for employees providing associated services. While some funds cannot contribute more than their fair share (i.e., enterprise funds), they should not contribute less than their fair share. Staff shall review allocation of labor costs to proprietary and other funds to ensure full reimbursement of the pension cost burden. Staff shall provide, or cause to be provided, consistent and well-documented methodology for pension cost allocation to all funds.
6. **Pension Obligation Financing.** The District shall consider issuing taxable municipal debt obligations (generically hereafter referred to as "Pension Obligations") to refinance the UAL, in part or in whole, if such bond obligations are expected to produce minimum cash flow savings of at least 5%, taking into account all debt service and costs of issuance associated with such bond obligations, in comparison to CalPERS' respective UAL amortization schedule and the then-current Discount Rate.

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Pension Obligations shall not utilize swaps or derivatives of any kind and should be structured with reasonable and flexible call provisions (with a maximum of 10-year call provision). Pension Obligations shall be used only to prepay the UAL liabilities, and shall not be used to finance normal cost payments. The issuance of Pension Obligations must be voted upon and approved by the Board of Directors.

7. **Annual Review of the CalPERS Actuarial Valuation Reports and Associated Tasks.** The District staff shall review or cause to be reviewed the annual CalPERS actuarial valuation reports within 30 days of their release by CalPERS, which usually takes place during the month of August. The review should focus on identifying the annual changes to each of the Pension Plans UAL, and quantifying the associated cost implications and the corresponding impact on the Funded Ratio. Staff should annually reach out to the District's CalPERS actuary to request a calculation of flat payments (rather than ramp-up payments) for all outstanding and new UAL amortization bases. In making ADPs, the District staff shall determine or cause to be determined the optimal application of the ADPs to the outstanding UAL amortization bases to achieve the Funding Level Objective as well as desired budgetary outcomes.
8. **ADPs Shared Between All Benefiting District Funds.** Whenever an ADP is made, the District will endeavor to ensure that all benefiting funds (the "Benefiting Funds") contribute their fair share in accordance with the District's allocation method of charging off its pension costs for each District fund.

**B. Establishment and Operation of a Pension Rate Stabilization Fund.**

1. **Establishment of a Pension Rate Stabilization Fund.** The District shall establish a Pension Rate Stabilization Fund, either self-managed or a Section 115 trust fund managed by a third-party investment manager (the "Investment Manager"). The Pension Rate Stabilization Fund will receive Sequestered Savings (defined below) and Sequestered Surplus (defined below) as well as any other funds deposited into it at the discretion of the Board of Directors, based on recommendations made by the District staff during the annual budget process. Funds in the Pension Rate Stabilization Fund should only be used to manage the District's pension benefits costs to maintain each of the Pension Plans at the Funding Level Objective in accordance with the goals and objectives set forth in this Policy.
2. **Funding the Pension Rate Stabilization Fund.**
  - (a) **Sequestered Savings.** Upon the issuance of each series of Pension Obligations, for each of the next ten (10) consecutive years (or such other period of years as deemed appropriate by the Board of Directors at the time of any subsequent issuances of Pension Obligations) following such issuance, a fixed dollar amount equal to 50% (or such other percentage as deemed appropriate by the Board of Directors at the time of any subsequent issuances of Pension Obligations) of the "Total Sequestered Savings" (as calculated in the manner set forth below) achieved by issuing Pension Obligations (the "Annual Sequestered Savings Savings"), shall be transferred from the Benefiting Funds (as established in section A8 above) and deposited into the Pension Rate Stabilization Fund until such time that the Pension Rate Stabilization Fund reaches the Pension Rate Stabilization Fund Maximum (as outlined in section B3 below), and



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thereafter all Sequestered Savings will be directed to a “Pension Obligation Prepayment Fund” which will be established and maintained by the District for the purpose of prepaying any outstanding Pension Obligations.

$$\text{Total Sequestered Savings} = \text{UALDS} - \text{DS}$$

$$\text{Annual Sequestered Savings} = \text{SSP} \times \left( \frac{\text{UALDS} - \text{DS}}{Y} \right)$$

SSP = Sequestered Savings Percentage  
 UALDS = Scheduled UAL debt service being paid off by the Pension Obligations  
 DS = Total principal amount of Debt Service on the Pension Obligations  
 Y = Number of years to pay back Sequestered Savings

**Example of Annual Sequestered Savings Calculation**

A \$5M Pension Obligation was issued in 2022 for the purpose of prepaying UAL. The total UAL debt service (UALDS) paid off with the Pension Obligation was \$8,000,000 and the total debt service (DS) on the Pension Obligation is \$7,000,000. The District elected to sequester 50% of the total savings over a 10-year period (Y), which in this example results in an Annual Sequestered Savings of \$50,000.

$$\begin{aligned} \text{Annual Seq. Savings} &= 0.5 \times \left( \frac{8,000,000 - 7,000,000}{10} \right) \\ &= \$50,000 \end{aligned}$$

(b) Sequestered Surplus. Each Fiscal Year during the District’s normal budget adoption process, beginning with the 2023-24 Fiscal year budget, a percent between 0% and 10% of any available surplus from the prior Fiscal Year (the “Sequestered Surplus”) shall be set aside, transferred and deposited into the Pension Rate Stabilization Fund so long as the Funded Level Objective has been achieved and the Pension Rate Stabilization Fund Maximum (discussed herein) has not been achieved.

3. Operation of the Pension Rate Stabilization Fund. Sequestered Surplus and Sequestered Savings (and any other amounts contributed by the District) shall be deposited in the Pension Rate Stabilization Fund and used solely for the purpose of making ADP’s (and Normal Cost payments during a Fiscal Hardship, and/or to the extent the amount therein exceeds the Pension Rate Stabilization Fund Maximum, as described below) to CalPERS for the purpose of achieving and maintaining Funding Level Objective.

With the goal of achieving and maintaining the Funding Level Objective, each year during the budget cycle, District staff shall calculate, or cause to be calculated, the upcoming Fiscal Year’s estimated Funded Ratio by taking into account the most recent Valuation Report’s statement of Funded Ratio and adjusting for the estimated UAL amortization base that will be either added



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or subtracted due to the prior Fiscal Year's investment result of either exceeding or falling short of the then current Discount Rate for that Fiscal Year (the "Estimated Funded Ratio"). If the Estimated Funded Ratio is estimated to be less than the Funding Level Objective, to the extent funds are available in the Pension Rate Stabilization Fund, the appropriate member of staff shall either make, or shall direct the Investment Manger to make, an ADP to CalPERS in the amount necessary to bring the Funded Ratio back up to the Funding Level Objective. Additionally, if sufficient funds are available in the Pension Rate Stabilization Fund, staff shall assess whether to fully amortize any new UAL amortization bases in order to reduce the long-term interest costs associated with the "ramping" procedures used by CalPERS.

Moneys in the Pension Rate Stabilization Fund shall not be used for normal costs until such time as the amount therein, when combined with the Market Value of Assets (as set forth in the most recently published Valuation Report) exceeds the Entry Age Normal Accrued Liability (as set forth in the most recently published Valuation Report) by 110% (the "Pension Rate Stabilization Fund Maximum"). To the extent monies in the Pension Rate Stabilization Fund on any June 31st exceed the Pension Rate Stabilization Fund Maximum (after consideration has been given to the amounts therein required to be paid to CalPERS for the ensuing Fiscal Year to maintain the Estimated Funded Ratio at or above the Funding Level Objective), any accrued surplus over 110% may be used to offset the District's Normal Cost payment made to CalPERS in such Fiscal Year, and any Sequestered Savings will then be directed to the Bond Call Fund.

4. **Fiscal Hardship.** In the event of a Fiscal Hardship (as defined below), transfers of Sequestered Savings may be abated and/or the Pension Rate Stabilization Fund may be utilized for either normal or UAL costs until the Fiscal Hardship is no longer in effect.

"Fiscal Hardship" means an economic hardship, or other unanticipated fiscal emergency, that has been declared by resolution of the Board of Directors.

**C. Transparency and Reporting.** Funding of the Pension Plans should be transparent to all stakeholders, including plan participants, annuitants, the Board of Directors, and District residents. To achieve this Policy objective, copies of the annual actuarial valuation reports for each Pension Plan shall be made available to the Board of Directors, and shall be posted on the District's website. The District's audited financial statements shall also be posted on the District's website because they include, among other things, information on the District's current and future annual Pension Plan contributions as well as the funded status of each Pension Plan.

**D. Annual Budget to Contain Policy Directed Information.** The District's annual operating budget shall consider the items specified in this Policy for inclusion in each such annual budget.

**E. Review of Policy.** Funding a defined benefit pension plan requires a long-term horizon planning approach. This Policy is intended to provide general objectives and guidelines, which will require periodic review to consider changes in the District's financial position and Pension Plan funded status over time. As such, District staff will review the policy for implementation of new best practices and will provide to Board of Directors for adoption on an as needed basis, not to exceed 5 years.

9. **DIRECTORS COMMENTS AND REQUEST**

**10. NEXT MEETING**

Thursday, June 20, 2024, at 4:00 p.m.

11. ADJOURNMENT