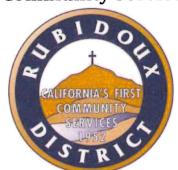
Rubidoux Community Services District

Board of Directors

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

General Manager Brian R. Laddusaw



Water Resource Management

Refuse Collection

Street Lights

Fire / Emergency Services

Weed Abatement

NOTICE AND AGENDA FOR THE RUBIDOUX COMMUNITY SERVICES DISTRICT **BOARD MEETING**

Thursday, May 16, 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 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

6. CORRESPONDENCE AND RELATED INFORMATION

7. REPORTS

A. Operations Report (Second Meeting Each Month)

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

8. **ACTION / DISCUSSION ITEMS**

- 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.
- DM 2024-38: First Reading of Ordinance No. 2024-136, An Ordinance of the Rubidoux В. Community Services District Authorizing the Adjustment of Certain Monthly User Charges for the Collection, Treatment, and Disposal of Wastewater
- 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
- DM 2024-40: Consider Ballot for Run-Off Election for the Local Agency Formation Commission Regular Special District Member - Eastern Region

DIRECTORS COMMENTS AND REQUESTS 9.

10. NEXT MEETING

Thursday, June 6, 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, no fewer than two (2) business days prior to this meeting to enable the Rubidoux Community Services District to make reasonable arrangements to assure accessibility or language assistance for this meeting.

DECLARATION OF POSTING

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

Brian Laddusaw

General Manager-Secretary

4. PUBLIC COMMENTS

5. CONSENT CALENDAR

A. Approval of Minutes for May 2, 2024, Regular Meeting

RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

MINUTES OF REGULAR MEETING Thursday, May 2, 2024

DIRECTORS PRESENT:

Bernard Murphy

John Skerbelis

F. Forest Trowbridge

DIRECTORS VIA ZOOM: Hank Trueba, Jr.

Armando Muniz

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): None

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 2, 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

No public comments were provided during the meeting.

ITEM 5. CONSENT CALENDAR

- A. Approval of Minutes for April 18, 2024, Regular Meeting
- B. Consideration to Approve May 3, 2024, Salaries, Expenses and Transfers

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, "\$250 Million Sets Up Water Projects." The Metropolitan Water District plans to spend up to \$250 million on four nontraditional water projects that, combined, could supply up to 100,000 Southern California households over the next few years. Wastewater recycling, rainwater reclamation and transforming ocean water into drinking water are some of the technologies that could get money in the coming wave of funding from MWD. The Los Angeles-based which helps transfer water from Northern California and the Colorado River to 26 retail water districts in the Los Angeles region, has spent about \$700 million on smaller, nontraditional water projects since launching its Local Resources Program in 1990. The amounts announced Monday represent some of MWD's biggest investments in water innovation to date.

ITEM 7. REPORTS

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

GM Laddusaw commented on the 12^{th} Annual Mayor's Breakfast on May 2^{nd} from 7:30 am – 9:30 am. Director Trueba and GM Laddusaw attended the event. He also informed the Board of 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.

Director Murphy inquired about the Personnel Committee status with the ongoing employee negotiations with LiUNA 777. GM Laddusaw is working on having a draft Memorandum of Understanding for the Board by the end of May for review.

ITEM 8. ACTION/DISCUSSION ITEMS.

A. DM 2024-33: Approve LS-1 Option E Agreement with Southern California Edison to Replace High Pressure Sodium Vapor Street Lights with Light-Emitting Diode Street Lights District-Wide

BACKGROUND:

The Rubidoux Community Services District ("District") provides various services to the community, one of which is streetlights. Streetlights are typically established during development and are owned and maintained by Southern California Edison ("SCE"). The District is responsible for the cost of electricity and maintenance of the streetlights. These costs are funded by property taxes collected by the District. The property tax generation of new developments is not immediately recognized by the District, therefore, the District collects a deposit from developers upfront. This deposit is the estimated 36 month cost of the related streetlights.

The LS-1 Option E tariff is a turn-key program piloted by SCE and offered to local governments and community services districts to replace aging high pressure sodium vapor ("HPSV") "cobra head" street lights with new, more efficient light-emitting diode ("LED") street lights. This tariff facilitates street light replacements with local government concurrence and authorization after which SCE manages the implementation from start to finish. SCE does not require any up-front capital as part of this program. Instead, capital costs are amortized through energy savings over a 20-year period with zero interest.

ANALYSIS:

After authorization, the wait time is expected to be roughly seven months until project implementation begins. With approximately 816 SCE owned lights within the District boundary, SCE teams will work during normal business hours for about six to seven business days to complete the project. As soon as the project is finished, SCE will begin the process of changing mapping and billing records which often takes several months to complete. SCE will credit Rubidoux's street light billing back to the date of project completion to ensure savings are provided from the time the project was finished.

- After implementation, the District will save approximately \$30,310 annually on the District's street lighting energy bills from SCE. This is calculated based on an estimated HPSV annual electricity cost of \$159,390 compared to an estimated LED annual electricity cost of \$129,080, a difference of \$30,310.
- As a reminder, this program requires no upfront capital contribution from the District. SCE will recoup its upfront capital cost of replacing the HPSV lights by retaining approximately \$1,269 of the District's EEP ("Energy Efficiency Premium") over the next 20 years.
- After the initial 20 years passes, Rubidoux's savings will grow to an estimated \$45,541 annually (a snapshot based on today's dollars and rates, and applicable to our District's street lighting energy bill from SCE). This is when the District will capitalize on the energy savings gained by the upgrade as well as retaining the EEP, which will no longer be retained by SCE.

More than 304,000 lights have been replaced by SCE in the last several years in over 210 communities across Southern California. This project meets both financial and sustainability goals for the District, lowering not only cost, but energy usage and reducing the District's carbon footprint. The new LED fixtures provide superior optics compared to the older generation HPSV lights, are dark sky compliant, and more effectively place light on the street surface with less light intrusion to residents. The lights also improve 'visual acuity,' allowing drivers, pedestrians, and cyclists to see more clearly and with more detail during the evening hours, providing a safer night environment for the District's residents.

SCE will utilize a standard wattage ratio to match existing lights and conditions on District streets and staff suggests adopting the standard warm color temperature of 3,000 kelvin across the District.

It's worth, a similar project was completed by Jurupa Community Services District a few years back and the City of Jurupa Valley is also currently working with SCE to accomplish the same HPSV to LED conversion. Staff plans to coordinate with the City staff to ensure kelvin consistency across the entire city.

BUDGETARY AND FINANCIAL CONSIDERATIONS:

SCE estimates that during the 20-year repayment period, RCSD will save approximately \$30,310 annually and \$45,541 annually after 20 years. Over the course of the initial 20 years, RCSD will see a cost reduction of \$606,200 in current dollars which is net of the embedded recovery mechanism in the LS-1 Option E tariff.

- Total savings for RCSD over 20 years \$910,820
- Total embedded recovery mechanism collection over the initial 20 years \$304,620
- Total net savings to RCSD after recovery mechanism \$606,200

ACTION:

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

- 1. Approve an LS-1 Option E authorization with SCE to replace high pressure sodium vapor (HPSV) street lights with light-emitting diode (LED) street lights; and
- 2. Authorize the General Manager to sign the authorization (Attachment A).

Roll call:

Ayes - 5 Noes - 0 Abstain - 0 Absent - 0

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

B. DM 2024-34: Consideration to Direct Staff to Prepare Draft Ordinance for Water and Wastewater Rate Adjustments

BACKGROUND:

In January 2022, the Rubidoux Community Services District ("District") Board of Directors ("Board") hired IB Consulting ("IB") to conduct a Comprehensive Cost of Services Study ("COSS") to confirm the adequacy of revenues of the District's then current rate plan to operate, maintain, and replace system assets to meet current and long-term needs of the District.

The COSS was a twelve (12) month process taking up all of calendar year 2022 and during this process, IB provided deliverables and financial resources to staff while also updating the Board at various milestones during their scope of work via Board presentations, which included:

Deliverables:

- Cost Allocation Plan
- Water Enterprise Financial Model
- Wastewater Enterprise Financial Model
- Utility Rate Report

Board Presentations:

- March 17, 2022 Rates 101 Workshop
- April 21, 2022 Financial Planning and Reserves
- June 16, 2022 Long-Term Financial Plans
- September 14, 2022 Long-Term Financial Plans and Proposed Rates
- October 20, 2022 Drought Rates

In Fall of 2022, IB completed their work on the District's COSS and it was determined the existing rates approved with the 2019 5-year rate plan were not adequate to meet the District's future financial obligations. This work was detailed by IB in the form of an Administrative Record Report ("Report"). The Report became the nexus for establishing a new 5-year defensible rate plan to meet the District's future financial obligations to ensure safe and reliable water supplies and wastewater conveyance and treatment are available 24 hours a day – 365 days a year.

On October 20, 2022, the Board authorized staff to prepare and mail the 5-year water, water conservation, and wastewater rate plan pursuant to the conditions of Proposition 218. The Proposition 218 mailings were completed on October 31, 2022, 45 days prior to the Public Protest Hearing on December 15, 2022. After the Proposition 218 notifications were mailed, the District performed the following additional outreach to its constituents:

- November 10 and 20, 2022 Provided bill stuffer in the November billing highlighting the need for water and wastewater rate adjustments
- November 30, 2022 Virtual Townhall
- December 1, 2022 City of Jurupa Valley City Council Meeting presentation
- December 7, 2022 Virtual Townhall

The purpose of the outreach events and mailings was to provide transparency to all affected property owners and tenants about the proposed rate adjustments and offer them various opportunities to contact staff for a better understanding of the adjustments.

On December 15, 2022, the Board conducted a Public Protest Hearing for all affected property owners and tenants. At the end of the Public Protest Hearing, staff tallied all protests against the 5-year rate plan and determined the public failed to achieve the required 50% + 1 protests for the rates to not be considered by the Board and "not take effect". The Board then considered and adopted the new 5-year rate plan commencing July 1, 2023, with allowable increases every July 1 through 2027.

With the District's investment in the COSS, the District intends to utilize this financial analysis and plan to be used as a foundational pillar into the District's overall strategic plan.

PROPOSED FY 2024|2025 WATER AND WASTEWATER RATE ADJUSTMENTS:

Adopting a five-year rate plan in Fiscal Year 2023|2024 ("FY 2024") allowed the District flexibility to adjust rates as necessary to cover future operating costs, and major maintenance and asset replacement, while also working to achieve its targeted reserve balances. Although adopted in December 2022, rates are not automatically adjusted every July 1 to the noticed rate amounts. The noticed rates are the maximum allowable rates under Proposition 218 the District may charge its customers. On an annual basis, staff will perform the necessary financial analysis to determine if a rate adjustment is necessary. During this analysis, staff may determine whether the District can achieve its financial targets with a rate adjustment less than the maximum allowed rates or alternatively, delay the date of implementation.

Analysis on the District's current rate structure began in March 2024 when staff commenced work on the District's Fiscal Year 2024|2025 ("FY 2025") operating and capital fund budgets. During this time, District management met on a weekly basis to discuss all facets of the District's operations which ultimately become factors when setting budgetary figures. Items considered include but are not limited to the following:

- Current and forecasted operational challenges related to supply chain shortages, inflation, and new treatment processes.
- Critical capital infrastructure spending related to the water and sewer enterprise.
- Costs and debt service associated with the Field/Admin. Building project.
- Allocation of central services and discretionary property tax revenue.
- Preventative maintenance programs and other programmatic initiatives.
- TDS mitigation i.e. elevated levels above 650 mg/l (maximum allowed based on City of Riverside discharge permit).
- Emphasis on reducing the District's Unfunded Accrued Liability ("UAL") through Additional Discretionary Payments ("ADPs").
- Potential capital contributions to the City of Riverside for wastewater treatment plant upgrades.

Each week during the budgeting cycle, management would continuously assign costs to the District's operational and capital fund budgets. As costs were assigned, management simultaneously looked at anticipated revenues associated with each enterprise to determine if sufficient revenues could be generated at the District's current rates or if a rate adjustment was necessary. Due to significant challenges facing the District as noted above, rate adjustments

across all three enterprises were necessary for FY 25. The solid waste enterprise performs an annual prop 218 separate from water and wastewater and is excluded from this memorandum.

Water Enterprise:

Over the last couple of years, the District's Water Enterprise has seen significant changes impacting its operating environment and financial stability. In 2020, the District, along with the entire water industry, was given approximately 2-years to respond/mitigate the emergence of the presence of perfluorooctane sulfonate (PFOS) and perfluorooctanoic acid (PFOA) in the groundwater pumped for potable supplies. This was accomplished as a two-pronged approach by implementing treatment processes at the Anita B. Smith and Leland Thompson Water Treatment Facilities. The total project costs for mitigating these contaminants were approximately \$5.0 million, all of which was funded through various District reserve accounts. In September 2021, the District successfully achieved non-detect in its potable water for these contaminants.

Along with these new capital improvements have come additional routine operating costs, most notable the periodic change out of media (GAC or resin) held in these pressure vessels, and additional energy costs and sampling, among other costs. Prior to these new emerging contaminants, the District was already dealing with 1,2,3-TCP and relatively high ambient TDS levels in the District's drinking water wells. Based on current operating efforts for PFAS Treatment combined with existing 1,2,3-TCP Treatment, the District is utilizing 13 pressure vessels. Excluding capital expenses, the media change out expenses and added energy and chemical costs add approximately \$1,250,000 to the annual water system operating expense budget. In addition, each year the District is required to treat new per- and polyfluoralkyl substances that are within the family of the original PFOS and PFOA compounds. It is estimated there are over 9,000 total PFAS variations. Further, supply chain issues have increased lead times on various District parts/chemicals and the rising cost of inflation has put significant financial constraints on the District's operating budgets.

This highlights the District's effort and focus with two of the more pressing issues, PFOS/PFOA and 1,2,3-TCP. Also in addition as previously mentioned in FY 2024, many of the District's infrastructure and long-lived assets are showing their age. The District's four (4) potable water tanks (Hunter 1, Atkinson, Watson, Perone) are 20+ years old each. In December 2019, the Board of Directors authorized a professional services contract with Harper & Associates to inspect the tanks with specific emphasis on: 1) corrosion evaluation, 2) structural/seismic, and 3) safety evaluation. The results of the assessment were not good, but otherwise not unexpected given the age and usage of the tanks over the years. All tanks require substantial structural and safety upgrades to meet AWWA and OSHA regulations.

On August 3, 2023, under DM 2023-76, the Board authorized Harper & Associates to prepare a multi-year corrective action plan to be completed over seven phases, or fiscal years. Phase I commenced in FY2024 and has focused on safety and structural repairs to the four existing water reservoirs. The remaining phases will focus on interior coating, rehabilitation work, and seismic upgrading. Phase VII is expected to be completed in FY2029. The aggregate cost of this work is estimated at \$5.2 million (in today's dollars), but is expected to be more in future years due to inflationary pressures.

The District is also working to not only maintain current infrastructure, but to also establish new infrastructure for a growing community. In FY 2025 the District is anticipating nearly \$2 million in capital costs for a new Well. Well 25 and its treatment will bring an additional water source

and treatment capacity for the District and will help the District maintain sufficient water supply for a growing community.

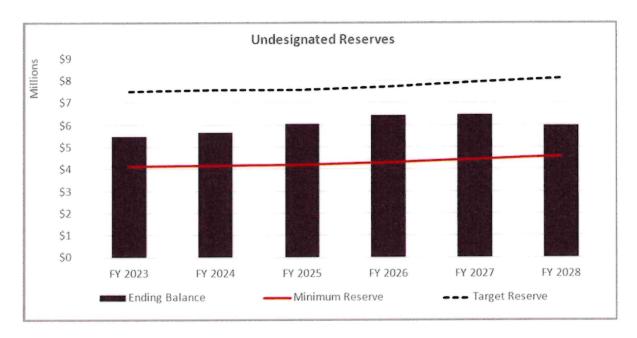
In addition, the District is investing in new water metering equipment, which will establish high quality water metering for several years to come. In FY 2025 the District is anticipating nearly \$3.4 million in capital costs for AMI metering and related infrastructure.

Management recognizes raising rates is not ideal, especially considering the impact of inflation on other household expenses; however, the District has a fundamental obligation to provide clean and reliable drinking water to its customers and to ensure sewage is collected and adequately treated, and these costs for service need to be included in the rates.

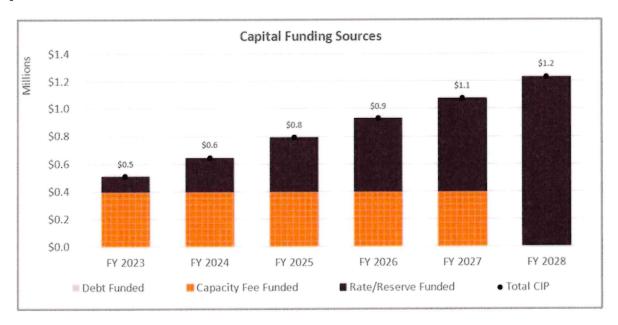
Adjusting the District's water rates to the fully noticed year two rate under the adopted 5-year rate plan is estimated to generate an additional \$455,000 in revenue. Staff anticipated the need to increase the District's water rates to the fully noticed rates and incorporated the fully noticed year two rate increase into the Board approved FY 25 operating budget. For illustrative purposes, the following schedule shows the projected revenues and expenses with the overall net cash flow anticipated. Notice, this schedule solely focuses on operations costs compared to revenue and does not factor into consideration the capital requirements of the District. Even though these estimated cash flows are positive, they alone are financially insufficient for the District's capital requirements. Although rate increases do increase monthly costs to the District customers, these increases are imperative for the District to establish higher undesignated reserves. The District aims to be proactive at generating appropriate reserve funding levels, so it can be funded for proactive infrastructure maintenance and/or financially ready for major repairs and avoid costly debt.

Revenue			FY 20 23	FY 20 24	FY 2025	FY 20 26	FY 20 27	FY 20 28
Total Rate Revenue	s		\$7,858,000	\$7,858,000	\$7,858,000	\$7,858,000	\$7,858,000	\$7,858,000
Additional Revenue	(from revenu	e adjustmei	nts):					
Fiscal Year	Revenue Adjustment	Effective Month						
FY 20 23	0.0%	Ju ly	\$0	\$0	\$0	\$0	\$0	\$0
FY 2024	5.5%	Ju ly		\$432,000	\$432,000	\$432,000	\$432,000	\$432,000
FY 20 25	5.5%	Ju ly			\$455,000	\$455,000	\$455,000	\$455,000
FY 20 26	5.5%	Ju ly				\$480,000	\$480,000	\$480,000
FY 20 27	5.5%	Ju ly					\$507,000	\$507,000
FY 20 28	5.5%	Ju ly						\$535,000
Total Additional Rever	nue		\$0	\$432,000	\$887,000	\$1,367,000	\$1,874,000	\$2,409,000
Projected Rate Rev	enues		\$7,858,000	\$8,290,000	\$8,745,000	\$9,225,000	\$9,732,000	\$10,267,000
Operating Revenue	s							
Sales - Late Charges			\$56,000	\$56,000	\$56,000	\$56,000	\$56,000	\$56,000
Sales - Service Charg	jes		\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
Sales - Reconnect C	h arg e		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Sales - Meters			\$73,000	\$73,000	\$73,000	\$73,000	\$73,000	\$73,000
Sales - Jum per Inco			\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Miscellan eous Reve			\$ 10 ,0 0 0	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Non-Potable Revenu			\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000
Subtotal Operatin	g Revenues		\$218,000	\$ 2 18 ,0 0 0	\$ 218 ,0 0 0	\$218,000	\$ 2 18 ,0 0 0	\$218,000
Other Revenues			640.000	641000	£35,000	\$35,000	\$36,000	\$38,000
Interest Income	0		\$18,000	\$41,000	\$35,000		\$4,000	\$4,000
Interest Income:Nor	n-Operational		\$4,000	\$4,000	\$4,000	\$4,000	\$229,000	\$229,000
Property Tax		-41	\$229,000	\$229,000 \$1,200,000	\$229,000 \$1,200,000	\$229,000 \$1,200,000	\$1,200,000	\$1,200,000
JCSD Water Sales (P Subtotal Other Re	The second secon	ict)	\$1,200,000 \$1,451,000	\$1,474,000	\$1,468,000	\$1,468,000	\$1,469,000	\$1,471,000
Total Revenues			\$9,527,000	\$9,982,000	\$10,431,000	\$ 10 ,9 11,0 0 0	\$ 11,4 19 ,0 0 0	\$11,956,000
O&M Expenses			FY 20 23	FY 20 24	FY 20 25	FY 20 26	FY 20 27	FY 20 28
Operating Expense	s							
Salaries & Benefits			\$3,126,000	\$3,251,000	\$3,381,000	\$3,516,000	\$3,656,000	\$3,803,000
Energy			\$560,000	\$588,000	\$617,000	\$648,000	\$681,000	\$715,000
Operating & Mainter	nance		\$379,000	\$398,000	\$418,000	\$433,000	\$450,000	\$467,000
Operating Treatmen	nt		\$803,000	\$843,000	\$885,000	\$919,000	\$954,000	\$991,000
Other Expenses			\$831,000	\$480,000	\$504,000	\$523,000	\$543,000	\$564,000
Profession al Fees			\$120,000	\$142,000	\$149,000	\$154,000	\$160,000	\$167,000
Adm in istrative			\$1,159,000	\$951,000	\$999,000	\$1,037,000	\$1,076,000	\$1,117,000
Water Purchases - G	W Blending		\$0	\$1,035,000	\$1,087,000	\$1,142,000	\$1,199,000	\$1,259,000
PFAS Treatment			\$1,250,000	\$1,313,000	\$1,379,000	\$1,431,000	\$1,486,000	\$1,543,000
Subtotal Operating	Expenses		\$8,228,000	\$9,001,000	\$9,419,000	\$9,803,000	\$10,205,000	\$10,626,000
Debt Service								**
Existing Debt - 1998			\$709,533	\$706,893	\$707,595	\$0	\$0	\$0
Existing Debt - SRF			\$364,196	\$364,196	\$364,196	\$364,196	\$364,196	\$364,196
Existing Debt - Field		ing Loan	\$59,393	\$237,000	\$237,000	\$237,000	\$237,000	\$237,000
Release of Debt Res		_	\$0	(\$94,394)	(\$707,595)	\$0	\$0 (\$73.655)	\$0
Transfers to/from CC		Reserve	\$0	(\$612,498)	(\$364,196)	(\$364,196)	(\$73,655)	\$0 \$0
New/Proposed Debt Subtotal Debt Servi			\$0 \$1,133,121	\$0 \$601,196	\$0 \$237,000	\$0 \$237,000	\$0 \$527,541	\$601,196
Total Expenses		0	\$9,361,121	\$9,602,196	\$9,656,000	\$10,040,000	\$10,732,541	\$11,227,196
						\$871,000	\$686,459	\$728,804
Net Cashflow			\$165,879	\$379,804	\$775,000	\$671,000	\$000,409	\$120,004

The following chart shows the anticipated growth of the District's unrestricted reserves as identified during the COSS. As outlined in the chart, the District is currently significantly below its targeted reserve level.



Further, capital projects are not entirely funded by collected capacity fees. The District's capital planning requires reserve funding to be contributed. A failure to maintain adequate reserve levels over an extended period will ultimately result in deferred maintenance to the District's water infrastructure, which will increase the risk of failure and potential for inefficient repairs. It is the District's goal to provide reliable services to its customers and financial planning is vital to accomplish this.



Wastewater Enterprise:

The largest financial component of the wastewater enterprise are payment obligations to the City of Riverside ("Riverside") for sewage treatment. Payments to Riverside are broken into two main categories, flow and surcharges. The flow rate is determined by the Regional Advisory Committee ("RAC") and is set for each fiscal year. Flow is billed in million gallons. The District currently has capacity rights to send up to 3.055 million gallons per day (mgd) to Riverside's Wastewater Treatment Plant. The District averages about 1.6-1.7 mgd and 610-620 mg annually.

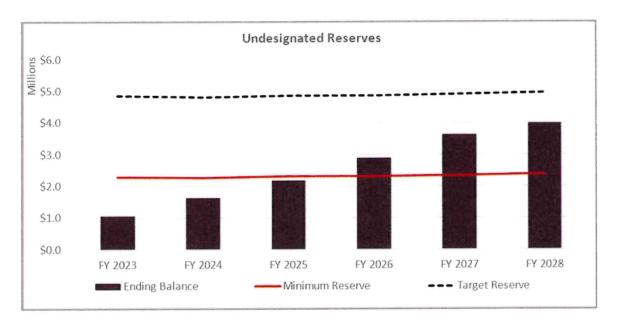
There are three surcharges Riverside are allowed to bill the District for monthly and they are: flow, total suspended solids ("TSS"), and biochemical oxygen demand ("BOD"). The District does not exceed its flow capacity and is not billed a flow surcharge. The District's TSS and BOD limits are set forth by agreements with Riverside and currently the District routinely exceeds these limits. On average, the District pays about \$20,000 per month in TSS and BOD surcharges.

In FY 23, Riverside estimated the treatment cost to be \$2,255 per million gallons. Although FY 23 is still being reconciled by the RAC, actual treatment costs are expected to be approximately \$2,500 per million gallons, or approximately 11% more than estimated cost. This increase was due to significant inflationary pressures related to all facets of the plant but most notably solid waste disposal, chemicals, and natural gas. Further, treatment costs for FY 24 are currently being billed at \$2,420 per million gallons which again are expected to be reconciled to an actual treatment cost of \$2,500 or more per million gallons. FY 24 treatment costs likely won't be reconciled until late Fall or early Winter. The District has not been provided an estimated treatment cost per million gallons for FY 25 although this amount is expected to be more than the current year. For budgeting purposes, the District will use the projected FY 24 treatment cost plus 5% (\$2,640). The Technical Advisory Committee is expected to meet on May 8, 2024, at which time the partner agencies will be provided with FY 25 financial information. The District will revise the sewer fund budget based upon the amounts provided during this meeting.

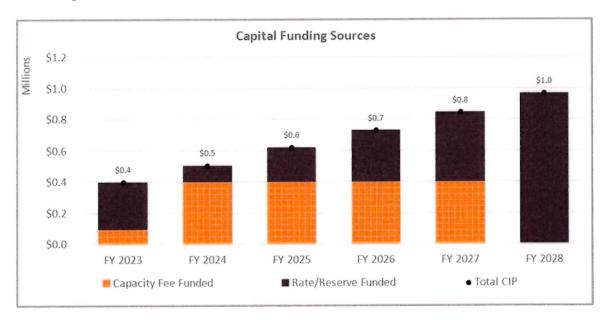
Adjusting the District's wastewater rates to the fully noticed year two rate under the adopted 5-year rate plan is estimated to generate an additional \$240,000 in revenue. Staff anticipated the need to increase the District's wastewater rates to the fully noticed rates and incorporated the fully noticed year two rate increase into the Board approved FY 25 operating budget. For illustrative purposes, the following schedule shows the projected revenues and expenses with the overall net cash flow anticipated. Notice, this schedule focuses solely on operational costs compared to revenue and does not factor into consideration the capital requirements of the District. Even though these estimated cash flows are positive, they alone are financially insufficient for the District's capital requirements. Although rate increases do increase monthly costs to the District customers, these increases are imperative for the District to establish higher undesignated reserves. The District aims to be proactive at generating appropriate reserve funding levels, so it can be funded for proactive infrastructure maintenance and/or financially ready for major repairs and avoid costly debt.

Revenue			FY 20 23	FY 20 24	FY 20 25	FY 20 26	FY 20 27	FY 20 28
Rate Revenues								
Sewer Treatment Ch	arge		\$2,552,000	\$2,552,000	\$2,552,000	\$2,552,000	\$2,552,000	\$2,552,000
Sewer Collection Ch	arg e		\$655,000	\$655,000	\$655,000	\$655,000	\$655,000	\$655,000
Total Rate Revenue	s		\$3,207,000	\$3,207,000	\$3,207,000	\$3,207,000	\$3,207,000	\$3,207,000
Additional Revenue								
Fiscal Year	Revenue Adjustment	Effective Month	_					
FY 20 23	0.0%	Ju ly	\$0	\$0	\$0	\$0	\$0	\$0
FY 2024	7.0%	Ju ly		\$224,000	\$224,000	\$224,000	\$224,000	\$224,000
FY 20 25	7.0%	Ju ly			\$240,000	\$240,000	\$240,000	\$240,000
FY 2026	7.0%	July				\$256,000	\$256,000	\$256,000
FY 2027	7.0%	Ju ly					\$274,000	\$274,000
FY 2028	7.0%	Ju ly						\$294,000
Total Additional Rever	nue		\$0	\$224,000	\$464,000	\$720,000	\$994,000	\$1,288,000
Projected Rate Rev	enues		\$3,207,000	\$3,431,000	\$3,671,000	\$3,927,000	\$4,201,000	\$4,495,000
Operating Revenue	s							
Miscellaneous Incom	n e		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Permits & Licenses			\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Subtotal Operating	g Revenues		\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Other Revenues								
Interest Incom e			\$4,000	\$8,000	\$ 10 ,0 0 0	\$ 10,000	\$10,000	\$10,000
Interest Incom e:Non	Operational		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Property Tax			\$211,000	\$211,000	\$211,000	\$211,000	\$211,000	\$211,000
Subtotal Other Re	venues		\$216,000	\$220,000	\$222,000	\$222,000	\$222,000	\$222,000
Total Revenues			\$3,427,000	\$3,655,000	\$3,897,000	\$4,153,000	\$4,427,000	\$4,721,000
O&M Expenses			FY 20 23	FY 20 24	FY 20 25	FY 20 26	FY 20 27	FY 20 28
Operating Expense	s							
Salaries & Benefits			\$117,000	\$122,000	\$127,000	\$132,000	\$137,000	\$142,000
Electrical Power			\$43,000	\$45,000	\$47,000	\$50,000	\$52,000	\$55,000
Operating & Mainter	n an ce		\$297,000	\$312,000	\$328,000	\$340,000	\$354,000	\$367,000
Operating Treatmen	it		\$1,572,000	\$1,650,000	\$1,733,000	\$1,819,000	\$1,910,000	\$2,006,000
Other Expenses			\$67,000	\$70,000	\$74,000	\$77,000	\$80,000	\$83,000
Profession al Fees			\$86,000	\$4,000	\$4,000	\$5,000	\$5,000	\$5,000
Adm in istrative			\$678,000	\$554,000	\$581,000	\$604,000	\$627,000	\$651,000
Litigation Expense			\$ 150,000	\$ 150,000	\$ 150,000	\$0	\$0	\$0
Industrial Pretreatm	ent Costs		\$80,000	\$84,000	\$89,000	\$93,000	\$98,000	\$103,000
Subtotal Operating	Expenses	7	\$3,090,000	\$2,991,000	\$3,133,000	\$3,120,000	\$3,263,000	\$3,412,000
Debt Service								
Existing Debt			\$0	\$0	\$0	\$0	\$0	\$0
New/Proposed Debt	t		\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Debt Servi	ce		\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses			\$3,090,000	\$ 2,9 9 1,0 0 0	\$3,133,000	\$3,120,000	\$3,263,000	\$3,412,000
Net Cashflow			\$337,000	\$664,000	\$764,000	\$1,033,000	\$ 1,16 4 ,0 0 0	\$1,309,000

The following chart shows the anticipated growth of the District's unrestricted reserves as identified during the COSS. As outlined in the chart, the District is currently significantly below its targeted reserve level.



Further, capital projects are not entirely funded by collected capacity fees. The District capital planning requires reserve funding to be contributed. A failure to maintain adequate reserves levels over an extended period will ultimately result in deferred maintenance to the District's wastewater infrastructure, which will increase the risk of failure and potential for inefficient repairs. It is the District's goal to provide reliable services to its customers and financial planning is vital to accomplish this.



Timeline:

As detailed above, with the District's previous establishment of a 5-year rate plan, the water and wastewater enterprises rates are not automatically adjusted every July 1 for each period of the rate plan. For rates to be adjusted, the Board must formally do so through the proper Ordinance adoption procedures. For an Ordinance to be properly adopted, the District must adhere to the following criteria:

1. First and Second Reading of Draft Ordinance – No less than 2 weeks apart.

- 2. Public Hearing (not a protest hearing) with a minimum 10-day notice period. Must notice public in Press Enterprise, on the District's website, and on the District's administrative office windows.
- 3. Requires a 30-day delayed effective date.

Based on the criteria above, staff is proposing the following water and wastewater Ordinance adoption and rate adjustment timeline:

- Regular Board Meeting May 16, 2024 (1st Reading of Ordinance)
- Regular Board Meeting June 6, 2024 (2nd Reading of Ordinance and Public Hearing)
- Effective July 6, 2024

Staff understands raising rates is not ideal, especially considering the impact of inflation on other household expenses; however, the District has a fundamental obligation to provide clean and reliable drinking water to its customers and to ensure wastewater is collected and adequately treated, and these costs for service need to be included in the rates. Additionally, the District must increase its system reinvestments and maintain healthy reserve balances. Sufficient reserve balances provide financial stability to the District by having adequate cash on hand to mitigate financial risks related to operating cashflow needs, unexpected increases in expenses, shortages in system reinvestment, and mitigating potential system failures.

ACTION:

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

Prepare Draft Ordinance No. 2024-136 and Ordinance No. 2024-137 for adjusting wastewater and water rates, respectively, to the fully noticed year two rates of the 5-year rate plan adopted by the Board of Directors on December 15, 2022, and complete the following:

- a. Schedule First Readings of Ordinances at the regular Board meeting on May 16, 2024.
- b. Schedule Public Hearing and Second Readings of Ordinances at the regular Board meeting on June 6, 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 commented that the District contracts with the same vendors for District projects but encourages District staff to use and/or inquire with different vendors for future projects. Director Trowbridge would like to know how much it will cost the District to replace all lights in the District building to LED lights. He would like District staff to receive a quote for the price of the LED lights replacement. Director Muniz apologized for not attending the meeting in person but attended the meeting via Zoom. Director Skerbelis and Director Trueba did not have any comments and/or requests.

ITEM 10. NEXT MEETING

Thursday, May 16, 2024, at 4:00 P.M.

ITEM 11. ADJOURNMENT

President Skerbelis adjourned the meeting at 4:43 P.M.

5. CONSENT CALENDAR (continued)

B. Consideration to Approve May 17, 2024, Salaries, Expenses and Transfers

RUBIDOUX COMMUNITY SERVICES DISTRICT MAY 16, 2024 (BOARD MEETING) FUND TRANSFER AUTHORIZATION

NET PAYROLL 5/24/24 WIRE TRANSFER: FEDERAL PAYROLL TAXES 5/27/24 WIRE TRANSFER: STATE PAYROLL TAXES 5/27/24 WIRE TRANSFER: TO CREDIT UNION WIRE TRANSFER: PERS RETIREMENT WIRE TRANSFER: SECTION 125 WIRE TRANSFER: SECTION 457 AND 401(A)	84,600.00 30,000.00 6,300.00 5,400.00 23,000.00 299.99 2,100.00
CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:	
5/17/2024 WATER FUND TO GENERAL FUND-Payables WATER FUND TO GENERAL FUND-Trash WATER FUND TO SEWER FUND	269,311.30 225,616.30 129,826.36
SEWER FUND TO GENERAL FUND-Payables	71,312.99
INTERFUND TRANSFERS:	
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NOTES PAYABLE

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

LAIF WATER REPLACE TO LAIF WATER OP

4,236.50

5/14/2024 8:28:34 AM

Rubidoux Community Services District (RCSACT)
Batch: AAAAXT

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12 BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN WTR ANALYSES 04/30/2024 N N N 05/30/2024 04/30/2024 04/30/2024 \$0.00 05/16/2024 N N N 584.00 13 BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN WTR ANALYSES 04/30/2024 N N N 05/30/2024 04/30/2024 \$0.00 05/16/2024 N N N S90.00 05/16/2024 N N N S90.00 05/16/2024 N N N 05/30/2024 04/30/2024 \$0.00 05/16/2024 N N N N 05/30/2024 04/30/2024 \$0.00 05/16/2024 N N N N 05/30/2024 04/30/2024 \$0.00 05/16/2024 \$0.00 05/16/2024 N N N N 05/30/2024 04/30/2024 \$0.00 05/16/2024 \$0.00 05/16/2024 N N N N N 05/30/2024 04/30/2024 \$0.00 05/16/2024 \$0.00 05/16/2024 N N N N N 05/30/2024 04/30/2024 \$0.00 05/16/2024 \$0.00 05/						N	05/30/202	24 04/30/2024	
WTR ANALYSES 04/30/2024 N N N 05/30/2024 04/30/2024 \$0.00 05/16/2024 N N 0 05/30/2024 04/30/2024 \$0.00	05/16/2024					N			\$84.00
13 BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN WTR ANALYSES 04/30/2024 N N S 05/30/2024 04/30/2024 \$0.00 05/16/2024 N N S 90.00 05/16/2024 N N N S 05/30/2024 04/30/2024 \$0.00 05/16/2024 N N N OS/30/2024 04/30/2024 \$0.00 05/16/2024 \$0.00 05/16/2024 N N N OS/30/2024 04/30/2024 \$0.00 05/16/				Service and the service of the servi		N	05/30/202	24 04/30/2024	
WTR ANALYSES 04/30/2024 N N S 05/30/2024 04/30/2024 \$0.00 05/16/2024 N N S 90.00 05/16/2024 N N S 90.00 14 BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN WTR ANALYSES 04/30/2024 N N N 05/30/2024 04/30/2024 \$0.00 05/16/2024 N N N S 05/30/2024 04/30/2024 \$0.00 05/16/2024 N N S 05/30/2024 04/30/2024 \$0.00 05/16/2024 N N S 05/30/2024 04/30/2024 \$0.00 05/16/2024 N N N S 05/30/2024 04/30/2024 \$0.00 05/30/2024 \$0.00	05/16/2024					N			\$84.00
05/16/2024 N S90.00 14 BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN WTR ANALYSES 04/30/2024 N N N O5/30/2024 04/30/2024 \$0.00 05/16/2024 N N ST7.50 15 BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN WTR ANALYSES 04/30/2024 N N N O5/30/2024 04/30/2024 \$0.00 05/16/2024 N N ST7.50 05/16/2024 N N ST7.50 05/16/2024 O4/30/2024 N N N O5/30/2024 04/30/2024 \$0.00 05/16/2024 N N SE0.00 05/16/2024 N N N O5/30/2024 04/30/2024 \$0.00						N	05/30/202	24 04/30/2024	
14 BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN WTR ANALYSES 04/30/2024 N N N 05/30/2024 04/30/2024 \$0.00 05/16/2024 N N N 0 05/30/2024 04/30/2024 \$0.00 05/30/2024 \$0.00 05/30/2024 N N N N 05/30/2024 04/30/2024 \$0.00 05/30/2024 \$0.00						N			\$90.00
WTR ANALYSES 04/30/2024 N N N 05/30/2024 04/30/2024 \$0.00 05/16/2024 N N ST7.50 15 BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN WTR ANALYSES 04/30/2024 N N N 05/30/2024 04/30/2024 \$0.00 05/16/2024 N N S60.00 16 BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN WTR ANALYSES 04/30/2024 N N N 05/30/2024 04/30/2024 \$0.00		BABCOCK E S	SONS INC / I	BABCOCK, E	S & SONS, II	N			CD41982-0267
15 BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN WTR ANALYSES 04/30/2024 N N N 05/30/2024 04/30/2024 \$0.00 05/16/2024 N N S60.00 16 BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN WTR ANALYSES 04/30/2024 N N N 05/30/2024 04/30/2024 \$0.00 05/30/2024 N N N 05/30/2024 04/30/2024 \$0.00 05/30/2024 \$	WTR ANALY	/SES	04/30/2024	N	N		05/30/202	24 04/30/2024	\$0.00
WTR ANALYSES 04/30/2024 N N 0 05/30/2024 04/30/2024 \$0.00 05/16/2024 N N \$660.00 16 BABCOCK E S & SONS INC / BABCOCK, E S & SONS, IN WTR ANALYSES 04/30/2024 N N 0 05/30/2024 04/30/2024 \$0.00	05/16/2024					N			\$77.50
16 BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN WTR ANALYSES 04/30/2024 N N 0 05/30/2024 04/30/2024 \$0.00						N	05/30/202	24 04/30/2024	
WTR ANALYSES 04/30/2024 N N 05/30/2024 04/30/2024 \$0.00	05/16/2024					N			\$60.00
						N	05/30/202	24 04/30/2024	
	05/16/2024					N			\$2,200.00

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nmunity Servic	es Dist	rict (RCSAC	T
Batch: AAA	AXT		

Tr. # PO Number GL Date	Vendor	Inv Date Immediate	Paid Out GL Account	Immediate		ndor CC Reference		Discount Date Payment Date	Invoice # Discount Total Invoice
17	BABCOCK E S	SONS INC /	BABCOCK, E	S & SONS. IN	V				CD42064-0267
WTR ANALY		04/30/2024		N			05/30/2024	04/30/2024	\$0.00
05/16/2024					N				\$550.00
18 LAB FEES	BABCOCK E S	SONS INC / 04/30/2024		S & SONS, IN N	١		05/30/2024	04/30/2024	CD42066-0267 \$0.00
05/16/2024					Ν				\$787.01
19 TELEPHON	BUSINESS / BU	JSINESS TEL 05/02/2024	ECOMMUNI N	CATION SYST N	1		06/02/2024	05/02/2024	21231 \$0.00
05/16/2024					N				\$534.58
20 SODIUM HY	BPS B'S POOL (PO	SUPPLIES / 05/01/2024	B.P.S. B's PC N	OOL SUPPLIES N	5		06/01/2024	05/01/2024	125654 \$0.00
05/16/2024					N				\$1,739.93
21 DIG SAFE	CALIFORNIA U	NDERGROU 05/01/2024	ND / CALIF U N	INDERGROUN N	١		06/01/2024	05/01/2024	23-2425538 \$0.00
05/16/2024					N				\$35.38
22 MIC CLOTH	CARQUEST AU	TO PARTS / 04/18/2024	CARQUEST. N	AUTO PARTS N			05/18/2024	04/18/2024	7456-542722 \$0.00
05/16/2024					N				\$29.23
23 PARTS	C WELLS / C. V	VELLS PIPEL 04/25/2024	INE MATLS, N	INC N			05/25/2024	04/25/2024	SINV24-2067 \$0.00
05/16/2024					N				\$1,174.50
24 PARTS	C WELLS / C. V	VELLS PIPEL 04/25/2024	INE MATLS, N	INC N			05/25/2024	04/25/2024	SINV24-2068 \$0.00
05/16/2024					N				\$406.73
25 PARTS	FERGUSON / F	ERGUSON E 04/25/2024	ENTERPRISE N	INC #1350 N			05/25/2024	04/25/2024	3610281 \$0.00
05/16/2024					N				\$61.95
26 APR.24"TR	GEOTAB / GEO K TCKER	TAB USA, IN 04/30/2024	IC N	N			05/30/2024	04/30/2024	IN381853 \$0.00
05/16/2024					N				\$429.16
27 APRIL.24"L0	HARPER BURN GL SVC	IS LLP / HAR 05/01/2024	PER & BURN	NS LLP N			06/01/2024	05/01/2024	20240501 \$0.00
05/16/2024					N				\$1,200.00
28 4",6" VALVE	HARRINGTON	INDUSTRIAL 04/24/2024	. / HARRING1 N	ON INDUSTR	1		05/24/2024	04/24/2024	012N0600 \$0.00
05/16/2024					N				\$2,899.60
29 APR.24" BIL	INFOSEND / IN L PRINT	FOSEND, IN 04/30/2024	C N	N			05/30/2024	04/30/2024	261618.A \$0.00
05/16/2024					N				\$1,161.98
30 APR.24" PO	INFOSEND / IN STAGE	FOSEND, IN 04/30/2024	C N	N			05/30/2024	04/30/2024	261618.B \$0.00
05/16/2024					Ν				\$2,734.73
31 RFND OVR	JEANETTE RO	BLEDO / JEA 05/03/2024	NETTE ROB N	LEDO N			06/03/2024	05/03/2024	13420000-02.B \$0.00
05/16/2024					N				\$100.00
32 TOOLS	KH METALS / K	H METALS 8 04/23/2024	SUPPLY N	N			05/23/2024	04/23/2024	0667895-IN \$0.00
05/16/2024					N				\$24.37

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Tr. # Vendor PO Number GL Date	Inv Date	Paid Out GL Account	Immediate	Credit Card Ver Check # Credit Card	Due Date	Discount Date Payment Date	Invoice # Discount Total Invoice
	S / KH METALS &				Cuto is series series and a con-		0668097-IN
PARTS	04/25/2024	N	N		05/25/2024	04/25/2024	\$0.00
05/16/2024				N			\$133.00
34 KPRS CON	NSTRUCTION / KP 05/03/2024	RS CONSTI	RUCTION N		06/03/2024	05/03/2024	15071000-00 \$0.00
05/16/2024				N			\$240.47
35 LILLESTRA CNSLT BECK/LADDUS	AND / LILLESTRAN AW 04/30/2024	ND LEADER N	SHIP CONSUL N	<u>:</u>	05/30/2024	04/30/2024	7998 \$0.00
05/16/2024				N			\$1,250.00
36 MASTER'S BTL WTR	/ MASTER'S SER 04/24/2024	VICES (GLA N	ACIER) N		05/24/2024	04/24/2024	0000001003573 \$0.00
05/16/2024				N			\$104.75
37 MERIT OIL GASOLINE	/ MERIT OIL COM 03/06/2024	IPANY N	N		03/21/2024	03/06/2024	831062 \$0.00
05/16/2024				N			\$1,454.31
38 MERIT OIL GASOLINE	/ MERIT OIL COM 04/24/2024	IPANY N	N		05/09/2024	04/24/2024	839592 \$0.00
05/16/2024				N			\$598.59
39 MERIT OIL GASOLINE	/ MERIT OIL COM 04/26/2024	IPANY N	N		05/26/2024	04/26/2024	840071 \$0.00
05/16/2024				N			\$391.16
40 MUNKSGA R&M NO.03	ARD DBA CENTE 04/25/2024	R ELECT / N N	MUNKSGAARI N)	05/25/2024	04/25/2024	10911 \$0.00
05/16/2024				N			\$1,288.24
41 MUNKSGA REGIONAL LIFT STN.	ARD DBA CENTE 04/25/2024	R ELECT / N N	MUNKSGAARI N)	05/25/2024	04/25/2024	10912 \$0.00
05/16/2024				N			\$276.72
42 MUNKSGA R&M THOMPSON	ARD DBA CENTE 04/25/2024	R ELECT / N N	MUNKSGAARE N)	05/25/2024	04/25/2024	10913 \$0.00
05/16/2024				N			\$2,391.43
	ONAL HLTH CNTF 04/16/2024	RS OF CA / 0 N	OCCUPATION, N	Δ	05/16/2024	04/16/2024	82831516 \$0.00
05/16/2024				N			\$59.00
44 OCCUPATI VALDEZ/DOT	ONAL HLTH CNTF 05/18/2024	RS OF CA / 0 N	OCCUPATION, N	Δ	05/18/2024	05/18/2024	82911094 \$0.00
05/16/2024				N			\$59.00
45 PIPE TEC, HYDROWASH	INC. / PIPE TEC, I 04/17/2024	INC N	N		05/17/2024	04/17/2024	12508 \$0.00
05/16/2024				N			\$4,550.00
46 PIPE TEC, HYDROWASH	INC. / PIPE TEC, I 04/17/2024	INC N	N		05/17/2024	04/17/2024	12588 \$0.00
05/16/2024				Ν			\$2,280.00
47 PUMP CHE MTR TSTNG	O4/24/2024	CK N	N		05/24/2024	04/24/2024	546 \$0.00
05/16/2024				N			\$8,200.00
48 RING BEN CITY RVSD APPEAL	DER / RING BEND 05/03/2024	DER LLP N	N		06/03/2024	05/03/2024	12105 \$0.00
05/16/2024				N			\$12,748.40

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49 STEONE / SITEONE LANDSCAPE SUPFLY, LLC 10 CIS 0 042/2024 N N 0 05/22/2024 04/22/2024 05/00 0	Tr. #	Vendor				Credit Card Ven	idor			Invoice #
TOOLS	PO Number GL Date				Immediate		CC Reference			
S016/2022	49	SITEONE / SIT	EONE LANDS	SCAPE SUPP	PLY, LLC					140506534-001
SCE	TOOLS		04/22/2024	N	N			05/22/2024	04/22/2024	\$0.00
STRT LIGHTS	05/16/2024					N				\$28.20
STRT LIGHTS			05/01/2024	N	N			06/01/2024	05/01/2024	
STRT LIGHTS	05/16/2024					N				\$148.45
52 SCG / THE GAS COMPANY N 05/02/2024 N N 05/02/2024 05/02/2024 80.00 SSD18/2024 S05/02/2024 N N 05/02/2024 05/02/2024 80.00 SSD18/2024 S05/02/2024 N N 05/02/2024 05/02/2024 80.00 SSD18/2024 S05/02/2024 N N 05/02/2024 05/02/2024 80.00 S61/30224 S05/02/2024 N N 05/15/2024 04/15/2024 80.00 S61/30224 S05/02/2024 N			05/03/2024	N	N			05/23/2024	05/03/2024	
Fire STN UTLTY	05/16/2024					N				\$15,136.05
Sa				N	N			05/22/2024	05/02/2024	
FLD OFC UTLTY	05/16/2024					N				\$111.17
54 SCG / THE GAS COMPANY 74/12013321489 5473 UTLTY				N	N			05/22/2024	05/02/2024	
S473 UTLTY	05/16/2024					N				\$14.30
SCG THE GAS COMPANY 24Y178852258005				N	N			05/22/2024	05/02/2024	
MAIN OFC UTILITY	05/16/2024					N				\$14.30
13881 13811 13881 13881 13881 13881 13881 13881 13881 13811 13881 13881 13881 13881 13881 13881 13881 13811 13881 13881 13881 13881 13881 13881 13881 13811 13881 13881 13881 13881 13881 13881 13881 13811 13881 13881 13881 13881 13881 13881 13881 13811 13881 13881 13881 13881 13881 13881 13881 13811 13881 13811 13811 13811 13811 13811 13811 1381				N	N			05/22/2024	05/02/2024	
RRM TRUCK 04/15/2024 N N N O5/15/2024 04/15/2024 S90.00 05/16/2024 N N N O5/26/2024 04/15/2024 S90.00 05/16/2024 N N N O5/26/2024 04/26/2024 S90.00 05/16/2024 N N N O5/26/2024 04/26/2024 S90.00 05/16/2024 N N N O5/26/2024 04/26/2024 04/26/2024 S90.00 05/16/2024 N N N O5/25/2024 04/25/2024 04/25/2024 S90.00 05/16/2024 N N N O5/25/2024 04/25/2024 04/25/2024 S90.00 05/16/2024 N N N O5/25/2024 05/01/2024 S90.00 05/16/2024 N N N O6/01/2024 05/01/2024 05/01/2024 S90.00 05/16/2024 N N N O6/01/2024 05/01/2024	05/16/2024					N				\$14.30
57 SOCAL TRUCK / SOCAL TRUCKWORKS R&M TRUCK 04/28/2024 N N 05/16/2024 S0.00 05/16/2024 S117.87 58 STEPSAVER / STEP-SAVER CA LLC SALT 04/25/2024 N N N 05/25/2024 04/25/2024 N N 05/25/2024 04/25/2024 N N 05/25/2024 04/25/2024 S0.00 59 STREAMLINE_DIGITAL / STREAMLINE S889E97D4-0042 MAY-JUNL-24"WEBSITE 05/01/2024 N N N 06/01/2024 05/01/2024 MAY-JUNL-24"WEBSITE 05/01/2024 N N N 06/01/2024 05/01/2024 MAY-DINL-24"WEBSITE 05/01/2024 N N N 06/01/2024 05/01/2024 MAY-DINL-24"WEBSITE 05/01/2024 N N N 05/16/2024 MAY-DINL-24"WEBSITE 05/01/2024 N N N 05/16/2024 05/16/2024 04/17/2024 N N N 05/17/2024 04/17/2024 S0.00 05/16/2024 04/17/2024 N N N 05/17/2024 04/17/2024 S0.00 05/16/2024 05/16/2024 05/16/2024 05/01/2024 N N 06/01/2024 05/01/2024 S0.00 05/16/2024 05/16/2024 05/01/2024 05/16/2024 05/16/2024 05/01/2024 05/16/202								05/15/2024	04/15/2024	
R8M TRUCK 04/26/2024 N N 05/26/2024 04/26/2024 \$0.00 05/16/2024 SEPSAVER / STEP-SAVER CALLC N \$117.87 58 STEPSAVER / STEP-SAVER CALLC CT401250 SALT 04/25/2024 N N 05/25/2024 04/25/2024 \$0.00 59 STERAMLINE_DIGITAL / STREAMLINE B89E97D4-0042 \$0.00 59.20 \$0.01/2024 N N \$0.00	05/16/2024					N				\$91.18
STIT	57	SOCAL TRUCK	/ SOCAL TR	uckworks						
58 STEPSAVER / STEP-SAVER CALLC CT401250 SALT 04/25/2024 N N 05/25/2024 04/25/2024 \$0.00 05/16/2024 N N \$5,216.00 \$5,216.00 \$5,216.00 59 STREAMLINE_DIGITAL / STREAMLINE B89E97D4-0042 \$0.00 \$0.00 MAY-JUN.24"WEBSITE 05/01/2024 N N \$0.00 \$0.00 05/16/2024 N N \$0.00	R&M TRUC	K	04/26/2024	N	N			05/26/2024	04/26/2024	
SALT 04/25/2024 N N N SO5/25/2024 04/25/2024 04/25/2024 \$0.00 05/16/2024 STREAMLINE_ B89E97D4-0042 MAY-JUN.24"WEBSITE 05/01/2024 N N N SO6/01/2024 05/01/2024 05/01/2024 05/01/2024 N N N SO6/01/2024 05/01/2024	05/16/2024					N				
STREAMLINE_DIGITAL / STREAMLINE	58 SALT	STEPSAVER /			N			05/25/2024	04/25/2024	
MAY-JUN 24" WEBSITE 05/01/2024 N N N 06/01/2024 05/01/2024 \$0.00 05/16/2024 N N S497.00 60 THERMAL COOL / THERMAL-COOL, INC. WO-0023111 R&M HVAC 04/17/2024 N N N 05/17/2024 04/17/2024 04/17/2024 \$0.00 05/16/2024 N N N 05/17/2024 04/17/2024 04/17/2024 \$0.00 05/16/2024 N N N 06/01/2024 05/01/2024 \$0.00 05/16/2024 N N N 06/01/2024 05/01/2024 \$0.00 05/16/2024 N N N 06/01/2024 05/01/2024 \$0.00 05/16/2024 N N N 01/30/2024 12/31/2023 \$0.00 05/16/2024 N N N 05/15/2024 04/26/2024 \$0.00 05/16/2024 N N N 0 05/15/2024 04/26/2024 \$0.00 05/16/2024 N N N 0 05/15/2024 04/26/2024 \$0.00 05/16/2024 N N N N 0 05/15/2024 04/26/2024 \$0.00	05/16/2024					N				\$5,216.00
THERMAL COOL / THERMAL-COOL, INC. WO-0023111 R&M HVAC 04/17/2024 N N 05/17/2024 04/17/2024 04/17/2024 \$0.00 05/16/2024 N N 05/17/2024 04/17/2024 \$1,123.00 05/16/2024 N N 06/01/2024 05/01/2024 \$1,233.00 05/16/2024 N N N 06/01/2024 05/01/2024 \$0.00 05/16/2024 \$1,233.00		_			N			06/01/2024	05/01/2024	
R&M HVAC	05/16/2024					N				\$497.00
61 UNDERGROUND SERVICE ALERT / UNDERGROUND : 420240570 DIG SAFE 05/01/2024 N N N 06/01/2024 05/01/2024 \$0.00 05/16/2024 N N N \$155.25 62 VULCAN MATERIALS / CALMAT Dba VULCAN MATERI/ FEE 12/31/2023 N N N 01/30/2024 12/31/2023 \$0.00 05/16/2024 N N S49.52 63 VULCAN MATERIALS / CALMAT Dba VULCAN MATERI/ CL2 BASE 04/26/2024 N N N 05/15/2024 04/26/2024 \$0.00 05/16/2024 N N N 05/15/2024 04/26/2024 \$0.00 05/16/2024 WESTERN MUNICIPAL WATER / WESTERN MUNICIPA	60 R&M HVAC	THERMAL COC						05/17/2024	04/17/2024	
DIG SAFE	05/16/2024					N				\$1,123.00
62 VULCAN MATERIALS / CALMAT Dba VULCAN MATERI, FEE 12/31/2023 N N N 0 01/30/2024 12/31/2023 \$0.00 05/16/2024 N N \$49.52 63 VULCAN MATERIALS / CALMAT Dba VULCAN MATERI, CL2 BASE 04/26/2024 N N N 05/15/2024 04/26/2024 \$0.00 05/16/2024 N N N 1 18698.84 64 WESTERN MUNICIPAL WATER / WESTERN MUNICIPA	61 DIG SAFE	UNDERGROUN				!		06/01/2024	05/01/2024	
FEE 12/31/2023 N N N 01/30/2024 12/31/2023 \$0.00 05/16/2024 N S49.52 63 VULCAN MATERIALS / CALMAT Dba VULCAN MATERI/ CL2 BASE 04/26/2024 N N N 05/15/2024 04/26/2024 \$0.00 05/16/2024 N N N 105/15/2024 04/26/2024 \$0.00 05/16/2024 N N N 105/15/2024 04/26/2024 \$0.00	05/16/2024					N				\$155.25
63 VULCAN MATERIALS / CALMAT Dba VULCAN MATERI, CL2 BASE 04/26/2024 N N O 05/15/2024 04/26/2024 \$0.00 05/16/2024 N N S698.84 64 WESTERN MUNICIPAL WATER / WESTERN MUNICIPA 1N15579	62 FEE	VULCAN MATE				b		01/30/2024	12/31/2023	
CL2 BASE 04/26/2024 N N 05/15/2024 04/26/2024 \$0.00 05/16/2024 N N \$698.84 64 WESTERN MUNICIPAL WATER / WESTERN MUNICIPA IN15579	05/16/2024					N				\$49.52
64 WESTERN MUNICIPAL WATER / WESTERN MUNICIPA IN15579	63 CL2 BASE	VULCAN MATE				L,		05/15/2024	04/26/2024	
	05/16/2024					N				\$698.84
	64 WELL 25	WESTERN MU				A		05/17/2024	04/17/2024	
05/16/2024 N \$18,036.87	05/16/2024					N				\$18,036.87

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Tr. # PO Number GL Date	Vendor	Inv Date F	Paid Out	Immediate			Discount Date Payment Date	Invoice # Discount Total Invoice
			Account		—————			
65 PARTS	YO FIRE / YO	FIRE 04/22/2024	N	N		05/22/2024	04/22/2024	2029152 \$0.00
05/16/2024		04/22/2024	71		N	00/22/2021	0 1121/2021	\$1,142.15
		IKS INC						12606932
MAY.24" AR		05/01/2024	N	N		06/01/2024	05/01/2024	\$0.00
05/16/2024					N			\$1,478.87
67	KRIEGER & S	TEWART / KRIE	GER & STE	EWART, INC.				49359
WSTE WTR	CNSLT	02/27/2024	N	N		03/28/2024	02/27/2024	\$0.00
05/16/2024					N			\$219.00
		TEWART / KRIE						49360
PRETRTMN		02/27/2024	N	N		03/28/2024	02/27/2024	\$0.00
05/16/2024					N			\$11,493.65
	KRIEGER & S IM PK 37528	TEWART / KRIE(02/27/2024	GER & STE N	EWART, INC. N		03/28/2024	02/27/2024	49361 \$0.00
05/16/2024		OZIZITZOZ 4	.,	1.3.	N	00/20/2021		\$49.75
		TEWART / KRIE	SER & STE	WART INC	.,			49362
8.5	SWR 36649	02/27/2024	N N	N		03/28/2024	02/27/2024	\$0.00
05/16/2024					N			\$584.96
71	KRIEGER & S	TEWART / KRIE	GER & STE	WART, INC.				49363
EMRLD RD	GE 37640	02/27/2024	N	N		03/28/2024	02/27/2024	\$0.00
05/16/2024					N			\$403.00
		TEWART / KRIE						49364
	GE 37640	02/27/2024	N	N		03/28/2024	02/27/2024	\$0.00
05/16/2024					N			\$144.75
	KRIEGER & S RN RNCH3817	TEWART / KRIE(GER & STE N	EWART, INC. N		03/28/2024	02/27/2024	49365 \$0.00
05/16/2024		1 02/2/12024	14	14	N	03/20/2024	OLI LI I ZOLA	\$497.50
		ΓEWART / KRIE	SED & STE	N/ART INC	14			49366
	CK 32721		N N	N		03/28/2024	02/27/2024	\$0.00
05/16/2024					N			\$696.50
75	KRIEGER & S	TEWART / KRIE	GER & STE	WART, INC.				49367
J.V TRACK	38318	02/27/2024	N	N		03/28/2024	02/27/2024	\$0.00
05/16/2024					N			\$2,268.25
76	KRIEGER & ST	TEWART / KRIE	GER & STE					49368
FLABOB AIF	RPORT	02/27/2024	N	N		03/28/2024	02/27/2024	\$0.00
05/16/2024					N			\$896.75
77 3742 RIVER		TEWART / KRIEC 02/27/2024	GER & STE N	EWART, INC. N		03/28/2024	02/27/2024	49369 \$0.00
05/16/2024	(VIEVV	02/2//2024	IN	IV.	N	03/20/2024	OZIZI1ZOZ4	\$1,710.50
	KDIEGED & S	TEWART / KRIEC	SED & STE	NART INC	N			49370
MISS. VILLA		02/27/2024	N N	N		03/28/2024	02/27/2024	\$0.00
05/16/2024					N			\$4,134.00
79	KRIEGER & S	TEWART / KRIE	GER & STE	WART, INC.				49371
WTR CNSLT		02/27/2024	N	N		03/28/2024	02/27/2024	\$0.00
05/16/2024					N			\$7,398.10
80		TEWART / KRIE	GER & STE			20.1.00.700.000.000		49372
WVWD INTE	ERTIE	02/27/2024	N	N		03/28/2024	02/27/2024	\$0.00
05/16/2024					N			\$976.50

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Tr. # Vendor PO Number GL Date	Inv Date P		mediate	Credit Card Vend Check # Credit Card	or Due Date CC Reference #	Discount Date Payment Date	Invoice # Discount Total Invoice
	TEWART / KRIEC				03/38/3034	02/27/2024	49373 \$0.00
THOMPSON FILT.SYS. 05/16/2024	02/27/2024	N	N	N	03/28/2024	02/2/12024	\$859.35
	TEMARE / KRIEC	SED & CTEVA	NDT INC	in .			49374
82 KRIEGER & ST	02/27/2024	N N	N N		03/28/2024	02/27/2024	\$0.00
05/16/2024				N			\$7,296.50
83 KRIEGER & ST	TEWART / KRIEC	SER & STEWA	ART, INC.				49375
WTR/SW CND ASSMT	02/27/2024	N	N		03/28/2024	02/27/2024	\$0.00
05/16/2024				N			\$16,441.26
	TEWART / KRIEG 04/30/2024	SER & STEWA	ART, INC. N		05/30/2024	04/30/2024	49594 \$0.00
05/16/2024	04/30/2024	18	i v	N	03/33/2024	0410012024	\$328.50
	TEWART / KRIEG	SER & STEW/	ART INC				49595
PRETRTMNT	04/30/2024	N	N		05/30/2024	04/30/2024	\$0.00
05/16/2024				N			\$5,826.38
86 KRIEGER & ST	TEWART / KRIEG	SER & STEWA	ART, INC.				49596
AGUA/COMM PK3758	04/30/2024	N	N		05/30/2024	04/30/2024	\$0.00
05/16/2024				N			\$149.25
87 KRIEGER & ST AVLN/WTR SWR 36649	TEWART / KRIEG 04/30/2024	GER & STEWA	ART, INC. N		05/30/2024	04/30/2024	49597 \$0.00
05/16/2024	04/30/2024	· ·	is.	N	00/00/2024	04/00/2021	\$218.82
	TEWART / KRIEG	SER & STEW/	ART INC				49598
EMRLD RDGE 37640	04/30/2024	N N	N N		05/30/2024	04/30/2024	\$0.00
05/16/2024				N			\$241.25
89 KRIEGER & ST	TEWART / KRIEG	SER & STEWA	ART, INC.				49599
SADDLEHORN TRACK381	7 04/30/2024	N	N		05/30/2024	04/30/2024	\$0.00
05/16/2024				N			\$1,108.50
90 KRIEGER & ST J.V TRACK 38318	TEWART / KRIEG 04/30/2024	GER & STEWA N	ART, INC. N		05/30/2024	04/30/2024	49600 \$0.00
05/16/2024	0 11 001 2021	,,		N			\$8,119.50
	TEWART / KRIEG	SER & STEW	ART. INC.				49601
RCSD TRACK37857	04/30/2024	N			05/30/2024	04/30/2024	\$0.00
05/16/2024				N			\$4,490.00
92 KRIEGER & ST	TEWART / KRIEG	SER & STEWA	ART, INC.				49602
WTR CNSLT	04/30/2024	N	N		05/30/2024	04/30/2024	\$0.00
05/16/2024				N			\$11,171.60
93 KRIEGER & ST WILSON WVWD INTERCT		SER & STEWA	ART, INC. N		05/30/2024	04/30/2024	49603 \$0.00
05/16/2024		3.37		N			\$55.00
94 KRIEGER & ST	EWART / KRIEG	SER & STEWA	ART, INC.				49604
THMPS FILT SYST.	04/30/2024	N	N		05/30/2024	04/30/2024	\$0.00
05/16/2024				N			\$14,935.75
95 KRIEGER & ST							49605
2023 MANUAL	04/30/2024	N	N		05/30/2024	04/30/2024	\$0.00
05/16/2024	FE. M. D. T		DT 1110	N			\$8,706.75
96 KRIEGER & ST WTR /SWR CND ASSMT		SER & STEWA N	ART, INC. N		05/30/2024	04/30/2024	49060 \$0.00
05/16/2024				N			\$19,725.09

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97 PIPE TEC, INC. / PIPE TEC, INC HYDROWASH 04/23/2024 N N N 05/16/2024 N N 98 PIPE TEC, INC. / PIPE TEC, INC HYDROWASH 04/24/2024 N N N 05/24/2024 04/24/2024 04/24/2024 05/16/2024 N N 99 PIPE TEC, INC. / PIPE TEC, INC HYDROWASH 04/24/2024 N N N 05/24/2024 04/24/2024 05/16/2024 N N 100 STREAMLINE_DIGITAL / STREAMLINE NOV.23"-DEC.23 WEB 12/01/2023 N N N 12/31/2023 12/01/2023	Discount Total Invoice 12801 \$0.00 \$2,725.00 12802 \$0.00 \$2,725.00 12803 \$0.00 \$2,562.50 9E97D4-0036
HYDROWASH 04/23/2024 N N N N 05/23/2024 04/23/2024 05/16/2024 N N N	\$0.00 \$2,725.00 12802 \$0.00 \$2,725.00 12803 \$0.00 \$2,562.50 9E97D4-0036
98	12802 \$0.00 \$2,725.00 12803 \$0.00 \$2,562.50 9E97D4-0036
HYDROWASH 04/24/2024 N N N 05/24/2024 04/24/2024 05/16/2024 N N N 05/24/2024 N N N 05/24/2024 04/24/2024 N N N 05/24/2024 04/24/2024 05/16/2024 N N N 05/24/2024 04/24/2024 N N N 05/24/2024 05/16/2024 N N N 0 05/24/2024 04/24/2024 N N N 0 05/24/2024 04/24/2024 05/16/2024 N N N 0 05/24/2024 04/24/2024 N N N 0 05/24/2024 04/24/2024 05/16/2024 N N N N 0 05/24/2024 04/24/2024 05/16/2024 05/16/2024 N N N N 0 05/24/2024 04/24/2024 05/16/2024 05/16/2024 N N N N 0 05/24/2024 04/24/2024 05/16/2024	\$0.00 \$2,725.00 12803 \$0.00 \$2,562.50 9E97D4-0036
99 PIPE TEC, INC. / PIPE TEC, INC HYDROWASH 04/24/2024 N N N 05/24/2024 04/24/2024 05/16/2024 N N 100 STREAMLINE_DIGITAL / STREAMLINE NOV.23"-DEC.23 WEB 12/01/2023 N N N 12/31/2023 12/01/2023	12803 \$0.00 \$2,562.50 9E97D4-0036
HYDROWASH 04/24/2024 N N N 05/24/2024 04/24/2024 05/16/2024 N N N 05/16/2024 N N N 100 STREAMLINE_DIGITAL / STREAMLINE	\$0.00 \$2,562.50 9E97D4-0036
100 STREAMLINE_DIGITAL / STREAMLINE B88 NOV.23"-DEC.23 WEB 12/01/2023 N N N 12/31/2023 12/01/2023	9E97D4-0036
NOV.23"-DEC.23 WEB 12/01/2023 N N N 12/31/2023 12/01/2023	
	60.00
	\$0.00 \$497.00
05/16/2024 N 101 WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/	ARIV0002848
THOMPSON BOD 02/24/2024 N N 0 03/26/2024 02/24/2024	\$0.00
05/16/2024 N	\$1,782.00
102 WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/ BELL LIFT STN 02/24/2024 N N 03/24/2024 02/24/2024	ARIV0002922 \$0.00
05/16/2024 N	\$390.00
103 WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/ ASSOCI/ LORING RANCH HYDR 02/24/2024 N N 03/24/2024 02/24/2024	ARIV0002949 \$0.00
05/16/2024 N	\$4,034.00
104 WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/ F WELL25 02/24/2024 N N 03/24/2024 02/24/2024	ARIV0002967 \$0.00
05/16/2024 N	\$28,565.50
105 WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/ CAL OES GENERATORS 02/24/2024 N N N 03/24/2024 02/24/2024	ARIV0003000 \$0.00
05/16/2024 N	\$2,242.20
	ARIV0003030 \$0.00
05/16/2024 N	\$1,703.50
	ARIV0003110 \$0.00
05/16/2024 N	\$366.25
108 WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/ RCSD PROP ACQU. 02/24/2024 N N N 03/24/2024 02/24/2024	ARIV0003111 \$0.00
05/16/2024 N	\$345.50
109 WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/ AMI GRNT CNSLT 02/24/2024 N N 0 03/24/2024 02/24/2024	ARIV0003120 \$0.00
05/16/2024 N	\$110.00
110 WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/ THOMPSON PLANT BOD 03/30/2024 N N N 04/29/2024 03/30/2024	ARIV0003303 \$0.00
05/16/2024 N	\$4,084.40
111 WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/ WELL 25 03/30/2024 N N 0 04/29/2024 03/30/2024	ARIV0003378 \$0.00
05/16/2024 N	\$29,513.50
112 WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/ BELLTOWN LIFT STATIO 03/30/2024 N N N 04/29/2024 03/30/2024	ARIV0003413 \$0.00
05/16/2024 N	\$3,987.70

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Tr. # PO Number GL Date	Vendor	Inv Date Pai		mediate	Credit Card Vend Check # Credit Card		Discount Date Payment Date	Invoice # Discount Total Invoice
113	WERR ALBERT	A ASSOC / WEB	R ALBERTA	ASSOCIA				ARIV0003427
	EWER IMPR.	03/30/2024	N N	N		04/29/2024	03/30/2024	\$0.00
05/16/2024					N			\$1,466.00
114	WEBB ALBERT	A ASSOC / WEB	B, ALBERT A	. ASSOCIA				ARIV0003448
DISTRICT @	∄ J.∨	03/30/2024	N	N		04/29/2024	03/30/2024	\$0.00
05/16/2024					N			\$1,011.50
115		A ASSOC / WEBE				04/29/2024	03/30/2024	ARIV0003481 \$0.00
	THOMPSON	03/30/2024	N	N	N	04/29/2024	03/30/2024	\$597.75
05/16/2024	WEDD ALDEDT	A ASSOC / \A/EB!	ALDEDTA	4 C C O C I /	N			ARIV0003532
116 LORIN RAN		A ASSOC / WEBE 03/30/2024	N ALBERTA	N ASSOCIA		04/29/2024	03/30/2024	\$0.00
05/16/2024					N			\$202.50
117	ALEXANDERS	/ ALEXANDER'S I	METER REA	DING SOL				11765
VERSA PRO		04/30/2024	N	N		05/30/2024	04/30/2024	\$0.00
05/16/2024					N			\$4,894.53
118	AQUA METRIC	SALES / AQUA M						INV0101196
3/4 TR		04/23/2024	N	N		05/23/2024	04/23/2024	\$0.00
05/16/2024				THE MAY SHOW THE STATE OF	N			\$11,969.42
119 WTR ANALY		SONS INC / BAB(09/06/2023	COCK, ES8 N	SONS, IN N		10/06/2023	09/06/2023	CI30231-0267 \$0.00
05/16/2024	1020	03/00/2020			N	10/03/2020	33,137,232	\$200.00
120	BABCOCK E.S.	SONS INC / BABO	COCK ES8	SONS IN				Cl30236-0267
WTR ANALY		09/06/2023	N	N		10/06/2023	09/06/2023	\$0.00
05/16/2024					N			\$117.00
121	BABCOCK E S	SONS INC / BABO	COCK, ES 8	SONS, IN				CE40026-0267
WTR ANALY	YSES	05/01/2024	N	N		06/01/2024	05/01/2024	\$0.00
05/16/2024					N			\$52.50
122		SONS INC / BABO				06/01/2024	05/01/2024	CE40028-0267 \$0.00
WTR ANALY	1959	05/01/2024	N	N	N	00/01/2024	03/01/2024	\$90.00
05/16/2024 123	BARCOCK E.S.	SONS INC / BABO	COCK ESS	SONS IN				CE40136-0267
WTR ANALY		05/03/2024	N	N		06/03/2024	05/03/2024	\$0.00
05/16/2024					N			\$5,500.00
124	BABCOCK E S	SONS INC / BABO	COCK, ES8	SONS, IN				CE40139-0267
WTR ANALY	YSES	05/03/2024	N	N		06/03/2024	05/03/2024	\$0.00
05/16/2024					N			\$550.00
		SONS INC / BABO				00/00/2024	05/06/2024	CE40159-0267 \$0.00
WTR ANALY	YSES	05/06/2024	N	N	N	06/06/2024	05/06/2024	\$200.00
05/16/2024	DADOOCK E C	CONCINC / DAR	200K E C 8	CONC IN	N			CE40168-0267
126 WTR ANALY		SONS INC / BAB(05/06/2024	N	N SUNS, IN		06/06/2024	05/06/2024	\$0.00
05/16/2024	222				N			\$80.00
127	BABCOCK E S	SONS INC / BABO	COCK, ES 8	SONS, IN				CE40169-0267
WTR ANALY		05/06/2024	N	N		06/06/2024	05/06/2024	\$0.00
05/16/2024					N			\$40.00
128	CARQUEST AU	TO PARTS / CAR					05/00/000	7456-543782
PARTS		05/06/2024	N	Ν		06/06/2024	05/06/2024	\$0.00
05/16/2024					N			\$82.23

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3.1	DURNEY DON		ON N	N		06/06/2024	05/06/2024	20240506 \$0.00
GRDNG/WD 05/16/2024	ABATE	05/06/2024	N	IN	N	00/00/2024	03/00/2024	\$1,805.00
130	FILTRONICS / I	FILTRONICS	INC		IX			420304
	LACEMENT	04/03/2024	N	N		05/03/2024	04/03/2024	\$0.00
05/16/2024					N			\$42,081.76
131 PARTS	HARRINGTON	INDUSTRIAL 05/03/2024	/ HARRING? N	FON INDUSTR N	1	06/03/2024	05/03/2024	012N0776 \$0.00
05/16/2024					N			\$33.93
132	MANRIQUE, BE	ENNY / MANR	IQUE, BENN	ΙΥ				20240430
CERT RENE	EWAL	04/30/2024	N	N		05/30/2024	04/30/2024	\$0.00
05/16/2024					N			\$555.30
133	MERIT OIL / ME	ERIT OIL COM 05/01/2024	MPANY N	N		05/16/2024	05/01/2024	840780 \$0.00
GASOLINE 05/16/2024		03/01/2024	IN	N	N	03/10/2024	03/01/2024	\$1,857.05
134	NATIONAL PAV	ING CO / NAT	TIONAL PAVI	NG CO INC	· ·			1-2324076
PAVING	NATIONAL FAV	05/01/2024	N	N N		06/01/2024	05/01/2024	\$0.00
05/16/2024					N			\$10,442.97
135	SOCAL TRUCK	/ SOCAL TRU	JCKWORKS					13956
R&M TRUC	K	05/03/2024	N	N		06/03/2024	05/03/2024	\$0.00
05/16/2024					N			\$1,638.80
136 SALT	STEPSAVER /	05/07/2024	CA.LLC N	N		06/07/2024	05/07/2024	CT435516 \$0.00
05/16/2024		00/01/2024	***	4.3	N			\$5,226.50
	TRI-CO DISPO	SALING/TRI	-CO DISPOS	SAL INC				0424-050724.A
COMM TRS		05/08/2024	N N	N N		06/08/2024	05/08/2024	\$0.00
05/16/2024					N			\$68,233.67
138	TRI-CO DISPO	SAL INC / TRI	-CO DISPOS	SAL, INC				0424-050724.B
RES TRSH		05/08/2024	N	N		06/08/2024	05/08/2024	\$0.00
05/16/2024					N			\$157,382.63
139 RCSD SHR	TRI-CO DISPO	SAL INC / TRI 05/08/2024	-CO DISPOS N	SAL, INC N		06/08/2024	05/08/2024	0424-050724.C \$0.00
05/16/2024	COMM	00/00/2024			N	33.33.232		(\$9,552.71)
	TRI-CO DISPO	SALINC/TRI	-CO DISPOS	SAL INC	**			0424-050724.D
RCSD SHR		05/08/2024	N	N		06/08/2024	05/08/2024	\$0.00
05/16/2024					N			(\$4,711.20)
141	VALDEZ, MIGU	EL / VALDEZ,	MIGUEL					20240508
FIELD STAF	F LUNCH	05/08/2024	N	N		06/08/2024	05/08/2024	\$0.00
05/16/2024					N			\$145.71
142 ICE MACHIN	VENTURA RAU VE REPAIR	IL / RAUL REF 04/24/2024	-RIGERATIC N	N N		05/24/2024	04/24/2024	0546182 \$0.00
05/16/2024	NE INELAIN	04/24/2024	14.	3.3	N	55/2 1/252 1	*	\$2,300.00
143	YO FIRE / YO F	IRE						2029295
HYD HEADS		04/30/2024	N	N		05/30/2024	04/30/2024	\$0.00
05/16/2024					N			\$2,484.72
Grand Totals						Total Direct Expe Total Direct Expense		\$640,425.71 (\$14,263.91)
						Total Non-Electronic Transacti	ons:	\$626,161.80





Rubidoux Community Services District (RCSACT)
Batch: AAAAXT

Page 10

Invoice # **Credit Card Vendor** Tr. # Vendor Check# Due Date Discount Date Discount PO Number Inv Date Paid Out Immediate **GL Date** Immediate GL Account **Credit Card** CC Reference # Payment Date **Total Invoice**

Report Summary

5/14/2024 8:28:34 AM

Report Selection Criteria

Report Type: Condensed

End

Transaction Number:

Start Start

End

5. CONSENT CALENDAR (continued)

C. DM 2024-35: Acceptance of Grant Deed for Contributed Water and Sewer Assets for Agua Mansa Commerce Park – Parcel Map 37528

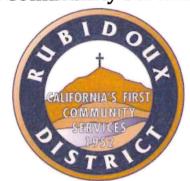
Rubidoux Community Services District

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 2024-35

May 16, 2024

To:

Rubidoux Community Services District

Board of Directors

Subject:

Acceptance of Grant Deed for Contributed Water and Sewer Assets for Agua Mansa Commerce

Park - Parcel Map 37528

BACKGROUND:

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

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

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

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

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

RECOMMENDATION:

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

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

Respectfully,

BRIAN R. LADDUSAW General Manager

Attach:

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

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

RUBIDOUX COMMUNITY SERVICES DISTRICT P.O. 3098 Rubidoux, CA 92519-3098

EXEMPT FROM RECORDING FEES PER GOVT. CODE §6103 EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

Space above this line for Recorder's use

GRANT DEED AND BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, AGUA MANSA COMMERCE PREDEV LLC, a Delaware limited liability company ("Grantor") hereby grants and conveys to RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency organized and existing under and by virtue of the Community Services District Law ("Grantee") all sewer improvements ("RCSD Facilities") which Grantor has constructed within the public street right-of-way commonly known as Avalon Street generally between Alta Street and Mission Boulevard, located in the City of Jurupa Valley, County of Riverside, State of California.

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

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

[SIGNATURES ON FOLLOWING PAGE]

DEVELOPER:

AGUA MANSA COMMERCE PREDEV, LLC,

a Delaware limited liability company

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

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

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

> > > By: Name: Pedro Sanchez
> > > Its: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA	}	
	}	SS
COUNTY OF SAN FRANCISCO	}	

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

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

WITNESS my hand and official seal.

Cynthia Katigbak, Notary Public (seal)

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

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

Date:		, 2023	Area to provide the	2.7 6.75 2.7 6.75
				1.4.4.1
(SEAL)		RUBIDOUX	COMMUNITY SERVICE	ES DISTRICT
Artigoth Artigoth				
		By:	도 발 ·	_
		Name: Brian	Laddusaw	<u>-</u>
		Its: Gene	ral Manager	_
A notary publication document to	lic or other officer con which this certificate i	npleting this certificate ve s attached, and not the tru	erifies only the identity of the in thfulness, accuracy, or validity	dividual who signed the of that document.
State of Ca)		
County of I	Riverside)		
satisfactory instrument authorized the entity u I certify un foregoing p	evidence to be the and acknowledged capacity(ies), and apon behalf of whice	e person(s) whose nare to me that he/she/the that by his/her/their such the person(s) acted FPERJURY under the hid correct.	, who proved to me(s) is/are subscribed to the ey executed the same in his ignature(s) on the instrument, executed the instrument.	the within s/her/their ent the person(s), or
Signature				

EXHIBIT "A"

DEPICTION OF RCSD FACILITIES INCLUDED IN THIS CONVEYANCE

[to be attached]

Sewer		Water	
Cal Portland Sewer:		Cal Portland Water:	
5" SDR26 Sewer	5.390.00	2" RP W/Concrete Pad & Cage	3,600
	2,740.00	3" SCH80 PVC Water line	22,596
5" Sewer Cleanout Including 1X Raise to grade	2,710.00	2" Domestic Water Service neluding 1X adjust of Meter Box	5,000
S		Pulverize Existing A/C Patch by Others	5,720
Sewer Improvements:	3,000.00	Pressure Test & Flush Watter	1,800
Core & Rechannel Existing Manhole	87,780.00	Pressure Test & Plush watter	-,
10" VCP Sewer (Rubidoux Crossing)	CANAL # 10 18 00 18 00 00 00	Phase 1 Water	
48" Sewer Manhole 1X Raise to Grade (Rubidoux Blvd)	12,000.00	rnase i water	0.074
CH GDDQC G	6,624.00	24" X16" Hot Tap Per STD W1220 Including 1X Raise to Grade	9,374
6" SDR26 Sewer	96,480.00	16" CML&C Steel 10 GA Water Line Rubidoux Crossing	12,037
B" SDR26 Sewer	149,360.00	16" C900 PVC Waterline	114,154
10" SDR26 Sewer		16" Butterfly Valve Per RCSD STD 1030 Including 1X Raise to	10,408
6" Sewer Cleanout Including 1X Raise to Grade	2,740.00	Grade	10,400
Sewer Cleanout Including 17t Raise to Grade	100 500 00	Fire Hydrant Per RCSD Std W1060 Including 1X Raise to	17,063
48" Sewer Manhole Inckuding 1X Raise to Grade	109,500.00	Grade	17,002
Jack & Bore 10" SDR26 With 4" Steel Casing	96,000.00		
Ball, Test, And Flush Sewer	11,000.00	Phase 2 Water	
Dai, 16st, Aid 1 tosi 50 to			
Daily Traffic Control Per "WATCH" Excluding CMS, K-Rail,			
Special Signs, Special And/Or Restricted Work Hours,	14,600.00		
Traffic Control Plan And/Or Other Special Requirements		101 Ch G & C 10 CA Steel Bins	78,840
If Required	17 700 00	12" CML&C 10 GA Steel Pipe	1,021,605
Pulverize Existing A/C Patch by Others	17,532.00	16" C900 PVC Waterline	30,173
		16" Ductile Iron Water Line	32,000
Sewer Improvement Plan:		12" Gate Valve Including 1X Raise to Grade	32,000
	920.00	16" Butterfly Valve Per RCSD STD 1030 Including 1X Raise to	53,100
6" SDR26 Sewer		Grade	50,600
8" SDR26 Sewer	*	2" Domestic Water Service Per Std W1110	44,000
10" SDR26 Sewer		2" RP W/Concrete Pad & Cage	69,300
48" Sewer Manhole Inckuding 1X Raise to Grade	29,200.00	2" Air Vac Assembly Per STD W1070	
		Fire Hydrant Per RCSD Std W1060 Including 1X Raise to Grade	312,000
		12" DDCA Per Std. W1140 W/Concrete Pad	290,000
Sewer Improvement Change	42 622 00		257,600
12" VCP Sewer (Rubidoux Blvd)	43,632.00	Jack & Bore 16" C900 W/36" Steel Casing	
Additional Excavation & BF from STA 8+25.20 to 8+67.57	30,828.00	Chlorinate, Test & Flush Water	25,000
w/vac truck	42,800.00	Chornato, 10st & 11sst Works	
Additional Traffic Control Rubidoux Blvd		Phase 2 Water Rubidoux Blvd	
48" Sewer Manhole Including 1X Raise to grade (Rubidoux)	The second secon	24" CML&C 10 GA Steel Pipe	574,60
3" SCH80 PVC Force Main	42,000.00	Silver State Control of the Control	125,00
8" SDR26 Sewer	•	Alternate Class 2 Base Backfill W/Material if Native is	
tou appear	110,096.00	Unsuitable	23,40
12" SDR26 Sewer		Chantagre	20.00
48" Sampling Sewer Manhole per RCSD STD S2030 and S2060	31,633.05	24" Butterfly Valve Including 1X Raise to Grade	20,00
10 mg - 10 mg	15,106.00	2" Air Vac Assembly Per STD W1070	18,90
2 Sack Slurry protection	4,102.00	Fire Hydrant RCSD STD W1060 Including 1X Raise to Grade	84,00
Additional testing for added 6" and 8" SDR 26	1,695.25	Chlorinate, Test & Flush Water	26,00
Additional Overtime Hours		Pulverize Existing AC Pavement and Patch back W/Temp Cold	59,93
6" VCP Sewer lateral Brown Ave	14,335.00	Patch	37,93
	6 220 96		43,00
48" Sampling Manhole per RCSD S2030 andS2060 Brown Ave	6,320.86	Daily Traffic Control Per "Watch" Excluding CMS, K-Rail	.2,00
Test and Flush Sewer Brown Ave	3,200.00		
Sawcut and Remove Existing AC Pavement and patch back	6,180.00	Phase 2 Water Line B	
Daily Traffic Control Per "watch"	5,012.00	8" C900 PVC Waterline	62,33
Additional Time & Material for 2.8 Load Factor From STA	33,667.00		2,00
10+33	33,007.00	8" Gate valve including 1% Raise to Grade	
		Fire Hydrant RCSD STD W1060 Including 1X Raise to Grade	22,00
Misc. Change Orders	68,007.69	Chlorinate, Test & Flush Water	6,00
	no so some		
Total Sewer:	1,185,390.48	Phase 2 Water Line C	
	.,,_,	24" CML&C 10 GA Steel Pipe	153,00
		Alternate Class 2 Base Backfill W/Material if Native is	•
		Unsuitable	6,30
		24" Butterfly Valve Including 1X Raise to Grade	19,60
		2" Domestic Water Service Per RCSD STD W1130 Including	11,00
			11,00
		1X adjust of meter Box	3,70

Total Water:	4,652,205.13
Misc. Change Orders	361,514.42
Added 11.25 Degree Bend Phase 2 Water	1,515.02
Added 8" Restrained Joints Phase 2 Water	4,354.89
Added 16" Restrained Joints Phase 2 Water	141,630.40
Added 16" Restrained Joints Phase 1 Water	16,716.80
Added Blowoff Notes 34 & 14 Sheet 3 Phase 2 Water	11,725.00
Phase 1 & 2 Water Change	11 725 00
Chlorinate, Test, & Flush Water	6,000.00
Grade 2" Air Vac Per RCSD STD W1070	7,000.00
Grade 16" Butterfly Valve Per RCSD STD 1030 Including 1X Raise to	5,900.00
8" C900 PVC Water Line Fire Hydrant Per RCSD STD W1060 Including 1X Raise to	53,200.00
Phase 2 Water Line F	51,540.00
Chlorinate, Test, & Flush Water	6,000.00
16" Butterfly Valve Per RCSD STD 1030 Including 1X Raise to Grade	5,900.00
Fire Hydrant Per RCSD STD W1060 Including 1X Raise to Grade	56,000.00
Phase 2 Water Line E 8" C900 PVC Water Line	47,580.00
Grade Chlorinate, Test, & Flush Water	6,000.00
Grade Fire Hydrant Per RCSD STD W1060 Including 1X Raise to	23,400.00
8" C900 PVC Water Line 16" Butterfly Valve Per RCSD STD 1030 Including 1X Raise To	5,900.00
Phase 2 Water Line D	20,664.00
Pulverize Existing AC Pavement and Patch back W/ Temp Cold Patch	17,020.00
Daily Traffic Controly Per "Watch" Excluding CMS, K-Rail	8,000.00
Chlorinate, Test, & Flush Water	12,000.00
Fire Hydrant Per RCSD STD W1060 Including 1X Raise to Grade	49,500.00
2" Air Vac Per RCSD STD W1070	6,400.00

Recording requested by: KPRS Construction Services, Inc.

When recorded mail to: 2850 Saturn St. Brea, CA 92821.

DOC # 2023-0338213

11/09/2023 08:00 AM Fees: \$23.00 Page 1 of 4

Page 1 of 4
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

This document was electronically submitted to the County of Riverside for recording Receipted by: KAREN #277

287ACC

Space above this line for recorder's use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

- 1. The undersigned Agua Mansa Commerce Phase I, LLC, is the owner of the interest or estate of that certain real property located in Riverside County, State of California, commonly known as Agua Mansa Commerce Park Building 2 more particularly described in Exhibit "A" attached hereto and made a part hereof:
- 2. The date of completion (other than a cessation of labor) was 11/08/2023.
- 3. The name and address of the owner is **Agua Mansa Commerce Phase I, LLC.** 4343 Von Karman Avenue, Suite 200 Newport Beach CA 92660.
- 4. The nature of the interest or estate of the owner is fee simple absolute.
- 5. The description of the site sufficient for identification, containing the street address of the site, if any, is 6120 Clinker Drive, Jurupa Valley CA
 - [Legal Description of Property is attached] See Exhibit A
- 6. The name of the original contractor, if any, is KPRS Construction Services, Inc.
- 7. The work that was done was: Construction of one industrial building consisting of approximately 1,025,312 s.f. including tenant improvements, site work and landscape, installation of water, sewer and storm drain infrastructure for the

This document filed for record as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

business park, installation of 3 new private streets, updating of 4 surrounding streets and 5 traffic signal intersections.

I have read the foregoing NOTICE OF COMPLETION and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed this **Eighth** day of **November**, 2023.

Name: CARTER B. ENLING Title: MANAGING PARTNER

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 **Orange**

On November 8, 2023 before me, Kimberly M. Varda Rier,

Notary Public, personally appeared

Carter B. Fwing

, who provided 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 they foregoing is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature (

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF JURUPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS IS DESCRIBED AS FOLLOWS:

LOT 2 AND D, I, J and O AS SHOWN ON PARCEL MAP NO. 37528, FILED APRIL 27, 2022 IN BOOK 254 OF PARCEL MAPS AT PAGES 7 THRU 25, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

TO: CHICAGO TITLE

725 S. FIGUEROA ST., SUITE 200

LOS ANGELES, CA 90017

ATTN:

Re.	ACCOM	MODATION	RECORDING	INSTRUCTIONS
-----	-------	----------	-----------	--------------

THE FOLLOWING DOCUMENT(S) ARE SUBMI	ITED
1. Notice of Completion – Building 2	•
2	
3	

You are not to issue any title insurance policy in regard to those documents or the land described therein, if any. The undersigned understand and hereby agree that Chicago Title Company has made no representation and does not assume any liability or responsibility of any kind whatsoever as to the validity or effect of any of the subject documents or any provisions contained therein.

You are to make no demand in connection therewith, and you are relieved of any liability and responsibility as to the condition of title to the property therein described and as to the validity, sufficiency and effect of said documents.

We understand that the following recital will be affixed to the document prior to recording:

"Chicago Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein."

We understand that Chicago Title will submit the document(s) to the appropriate recording office for recording. The original recorded document(s) will be returned by the County Recorder to the address listed on the document(s) and Chicago Title Company has no control over that process. It is the responsibility of the undersigned to assure that there is a return address on each document.

If any document is refused for recording, you will immediately notify the undersigned for further instructions.

Customer:

CTR Partners, LLC

Address:

4343 Von Karman Ave., Suite 200

Newport Beach, CA 92660

Phone:

949-431-6408

Email:

rdolendo@ctrinvestors.com REF: Jurupa Valley – Agua Mansa Development

Signed by:

GENERAL NOTES:

- ALL WORK SHALL CONFORM TO THE DESIGN AND CONSTRUCTION STANDARDS OF RCSD FOR WATER AND SANTIARY SEWER FACILITIES.

- 6. PIPE JOINTS SHALL NOT BE DEFLECTED AT ANY ANGLE GREATER THAN THE MAXIMUM ANGLE RECOMMENCED BY THE PIPE MANUFACTURER.

- BACKFIL SHALL BE COMPACTED TO THE CREATER OF 90% RELATIVE DENSITY, EQUIVALENT IN THE SUPPONDERING GROUND, OR TO THE REQUIREMENTS OF THE AGENCY HAVING AMERICATION MACHINERY IS MODE STRANGENT.
- SEMER LATERALS SHALL BE 4" VCP UNLESS OTHERMISE RODICATED, EXACT LOCATIONS OF WITES AND LATERALS ARE TO BE ESTABLISHED IN THE FIELD PRIOR TO RESTALLATION, AN OF "SHALL BE INFRINGTED ON THE CURB FACE AT JOHN SERVICE LATERAL LOCATION AND A SIEBEL ROD OR STAKE SHALL BE INSTALLED AT THE END OF EACH SEWER LATERAL TO ASSIST IN LOCATION AT A LATER DIFF.
- 12. UNLESS WANCD BY THE RESD, A 2" WIDE METALLIC LOCATOR TAPE SHALL BE PLACED WITH EACH SEMER AND SERVICE LATERAL TO ASSIST IN FUTURE LOCATION, TAPE SHALL BE PLACED AT LEAST OF REDNE THE PIPE BUT NOT DEEPER THAN 4" FROM THE PROPUSED FRINGHED PROPE.
- ALL SEWERS SHALL BE BALLED, AR TESTED AND VIDEO INSPECTED PRIOR TO ACCEPTANCE BY THE DISTRICT.
- 14. SURFACE IMPROVEMENTS DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE RECONSTRUCTED BY THE CONTRACTOR TO THE REQUIREMENTS OF THE AGENCY HAVING
- ANY REVISION TO THESE DRAWNISS MUST BE APPROVED IN WRITING BY THE RUBBOUX COMMUNITY SERVICES DISTRICT.
- The Developer Shall be responsible for the Installation of Backhaiter Valves, Where Required. Fer Uniform Plumbing Code and Fer RCSD Standards.
- 19. CONTRACTOR SHALL WARRANTY ALL WORK FOR 12 MONTHS AFTER THE DATE OF FINAL WARRANTY ALL WORK FOR 12 MONTHS AFTER THE DATE OF FINAL

ENGNEER'S NOTICE TO CONTRACTORS

THE DISTRICT AND LOCATION OF UNCORREGIOND UTILITY PLANS OR STRUCTURES
SHOWN ON THESE PLANS WITE ORDINARY OF A STRUCTURES
SHOWN ON THESE PLANS WITE ORDINARY OF A STRUCTURE OF THE RECORDED. THE CORPINARY OF A STRUCTURE OF THE RECORDED UTILITIES AS WITH AT SHOWN AND SHALL COMPANY ALL ALCHIACHTS AND GARDES BY FEED INVESTIGATIONS.

BASIS OF BEARING:

THE BUSS OF BENENOS FOR THIS SURVEY IS THE CHIFONNA STATE PLANE COORDINATE SYSTEM (CCSSA), ZONE 6, RORTH AND THIS STATE (CCSSA), ZONE 6, RORTH AND THIS STATE (CCSSA) SHOOL (CCCSSA) SHOP AND THIS STATE (CCSSA) SHOP AND THIS SHO

AGUM MANSA COMMERCE PREDEV LLC 1343 VON KARUMI, SUITE 200 KEMPORT EEACH, CA 92680 PH. (949) 431-6400 FAX (949) 330-5771

OWNER:

AGUA MANSA COMMERCE PREDEV LLC 4343 VON KARMAN, SLITE 200 NEMPORT BEACH, CA 92660

SOILS ENGINEER

LANCAN 32 EXECUTIVE PARK, SLITE 130 SEVINE, CA 92614

CIVIL ENGINEER

ABBREVIATIONS

	PROPERTY LINE
R/W	-RIGHT OF WAY
T.C.	- CENTERUNE
T.C.	TOP OF CURB
F.L.	-FLOW LINE
F.S.	- FINISH SURFACE
7.S.	- TOP OF CONCRETE SLAB
H.P.	-HIGH POINT
	-FINISH FLOOR
	-ROOF DRAIN
800	- REINFORCED CONC. PIPE
INV.	- INVERT
	SLOPE
	-FINSH GRADE
F.G.	-STORM DRAIN
S.D.	- STREET LIGHT
ST.LT.	-GRACE BREAK
C.B.	- CROCK BREAK
H.P.	HICH POINT CURB FACE
C.F.	-CURB FACE
B.W.	-BACK OF WALK
	-AGGREGATE BASE
P.V.C.	- POLYMINTLCHLORIDE
C.LP.	-CAST IRON PIPE
F.H.	-FIRE HYDRANT
P.P.	POWER POLE
C.B.	- CATCH BASIN
R=	- RATE OF GRADE
B.C.R.	-BEGINNING OF CURVE
E.C.R.	- END OF CURVE
LP.	-LOW POINT
T.O.P.	-TOP OF PIPE
B.O.P.	-BOTTOM OF PIPE
8	-RATE OF GRADE
T.F.	-TOP OF FOOTING
T.W.	-TOP OF WALL
C.M.B.	

CITY OF JURUPA VALLEY ENGINEERING DEPARTMENT APPROVED BY:

-FIRE HYDRANT
-DOMESTIC WATER SERVICE
-BUILDING

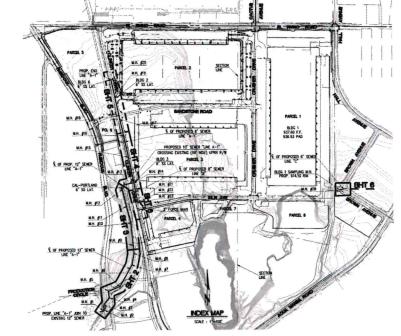
Octavio Duran

Digitally signed by Octavio Duran

PAUL TOOR, CITY ENGINEER RCE 45281

PARCEL MAP NO. 37528 SEWER IMPROVEMENT PLAN

8', 10' AND 12' PUBLIC SEWER MAIN - SS A-1 RUBIDOUX COMMUNITY SERVICES DISTRICT

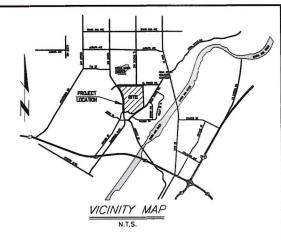


ENCASEMENT REQUIREMENTS IN UNION PACIFIC RIGHT OF WAY:

ALL TRINGVERSE CHOSSINGS, SINGLE DUCTS OR PIPES 6" OR CREATER IN DUMETER SHILL BE CHOOSED, INSTALLATION OF MALTIFLE DUCTS ON PIPES, REGISTALESS OF DIMETERS, SHILL REQUIRE CHOOSEMENT.

- 2. THE MINIMUM WALL THICKNESS REQUIRED FOR STEEL DICKSEMENTS IS BASED ON LENGTHS AND CHARETERS OF PIPES

- 9. EXCHEDUTS PLACED WITHOUT COMENTIONAL MOMBRY ROHT OF WAY SHALL EXTEND 5" BEYOND THE EDGE OF THE PAVED SHOULDER, BOCK OF CURR, OR TO THE HODINGY ROUT OF WAY LIKE.
- TO ENCURPMENT PLACED ACROSS CONTROLLED ACCESS RICHT OF WAY SHALL EXTEND TO THE HICHMAY RICHT OF WAY LINES



NOTE: CONTRACTOR TO V	ISTRUCTION NOTES: VERBY ALL EXISTING UTILITY INVERT AND EER OF RECORD SHALL BE NOTIFIED OF ANY	<u> </u>
	SEWER LINE, TRENCH BACKFILL AND PAVEMENT \$2010.	448 U
2 CONSTRUCT 10" SOR PAVEMENT REPAIR PE	26 PVC SEWER LINE. TRENCH BACKFILL AND R RCSD STD. DWG. G20 (IF PAVEMENT EXIST.)	131 LF
3 CONSTRUCT 8" SOR :	26 PA'C SEWER LINE, TRENCH BACKFILL AND R RCSD STD. DWG. GZO (IF PAVEMENT EXIST.)	1834 U
DESTRUCT 6" SOR :	26 PVC SEWER LINE, TRENCH BACKFILL AND R RCSD STD. DWC. G20 (IF PAVEMENT EXGL.)	110 년
	RECAST CONCRETE WANHOLE WITH FRAME AND D. DWG. 52030 AND 52060.	22 EA
6 CONSTRUCT SEWER L	ATERAL PER RCSD STD. DWC. S2080.	2 EA
ONSTRUCT 4' DIA. I	PRECAST CONCRETE "SAMPLING" MANHOLE WITH FRAME ID STD, DWG, S2030 AND S2080.	S EA
B) REMODEL EXISTING M	ANHOLE STUB AND CONNECT PER DETAIL ON SHEET 2.	1 EA
IN PVC SEWER LINE	PER UNION PACIFIC RAILROAD SPECIFICATIONS. INSTALL: BY 18" DIAMETER (0.625 INCH THICK) STEEL PIPE CASING RAILROAD SPECIFICATIONS. (SEE DETAILS ON SHEET 1).	96 LF
10) NOTE NOT USED		
11) CONSTRUCT 6" VCP PAVEMENT REPAIR P	SEWER LATERAL TRENCH, BACKFILL AND ER RCSD STD DWG, S2010.	83 U
12 CONSTRUCT 12" SOF	26 PVC SEWER LINE. TRENCH BACKFILL AND ER RCSD STD. DWG. G20 (IF PAVEMENT EXIST.)	1492 LF
13 INSTALL LATERAL SAI RCSD STD. DWG. S2	DOLE CONNECTION TO EXISTING SEWER MAIN PER 100.	1 EA
	ST FOR MANHOLE OUTSIDE OF PAVED AREAS.	4 EA
OF 1" SCH BO ENE PRI	WATE FORCE WAIN FROM (BUILDING 5) PRIVATE WINED OR MANITAMED BY DISTRICT AND WILL BE GVED BY THE CITY).	145 UF
(6) 5° SCH 80 PVC 45°	ELBOW FOR PRIVATE FORCE WAIN (NOT OWNED OR RICT AND WILL BE REVIEWED AND APPROVED BY CIFT)	4 EA
INCLUDING EXIST, PE	T. SEPTIC SYSTEM (TANKS, LEACH LINES AND EQUIPT.) PRODUCTION MONITORING WELLS SHALL BE REMOVED BY 6" SEWER LATERAL IS INSTALLED AND SERVING THE	

LEGEND)

- PROPOSED SEWERLINE CLEANOUT PER RCSD STD,

- MANHOLE PER RCSD STD. DWG. SZ030. SERVICE LATERAL PER RCSO STD. DWG. S2080

	SHEET INDEX OF DRAWINGS
1	TITLE SHEET
2	SEWER PLAN AND PROFILE - FROM SIA 8+25.29 TO SIA 18+50.00
3	SEMER PLAN AND PROPILE - FROM STA 18+50.00 TO STA 27+25.00
4	SEWER PLAN AND PROFILE - FROM STA 27+25,00 TO STA \$6+00,00
5	SEWER PLAN AND PROFILE - FROM STA 38+00.00 TO STA 43+18.76
6	SOURT RAIN AND PROFILE - FROM STA 1+00.00 TO STA 4+13.64 SOURT RAIN AND PROFILE - FROM STA 10+00.00 TO STA 4+13.64 SOURT RAIN AND PROFILE - FROM STA 10+00.00 TO STA 10+85.43 J* FORCE MAIN FROM BIGG 2* SOURT RAIN AND PROFILE - FROM STA 10+00.00 TO STA 11+47.77
7&S	U.P.R.R. LICEISE ACREEMENT



Call: TOLL FREE 422-4133

DATE

Ted Beckwith

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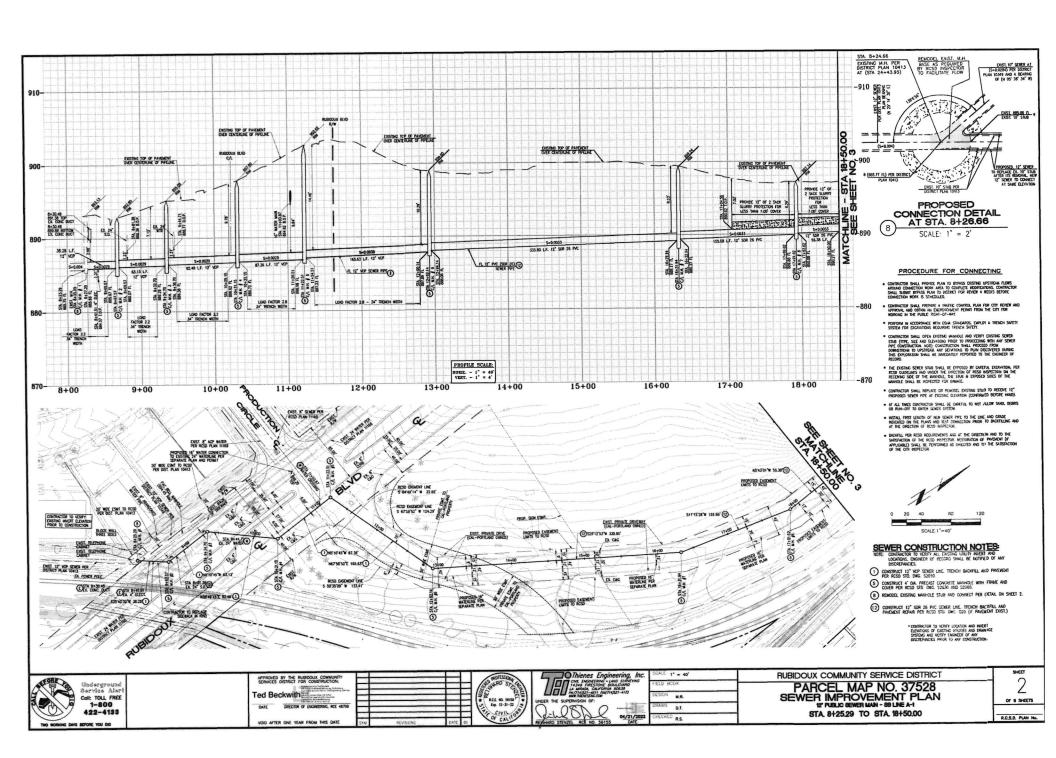
Inc.	SCALE 1" - 40"	
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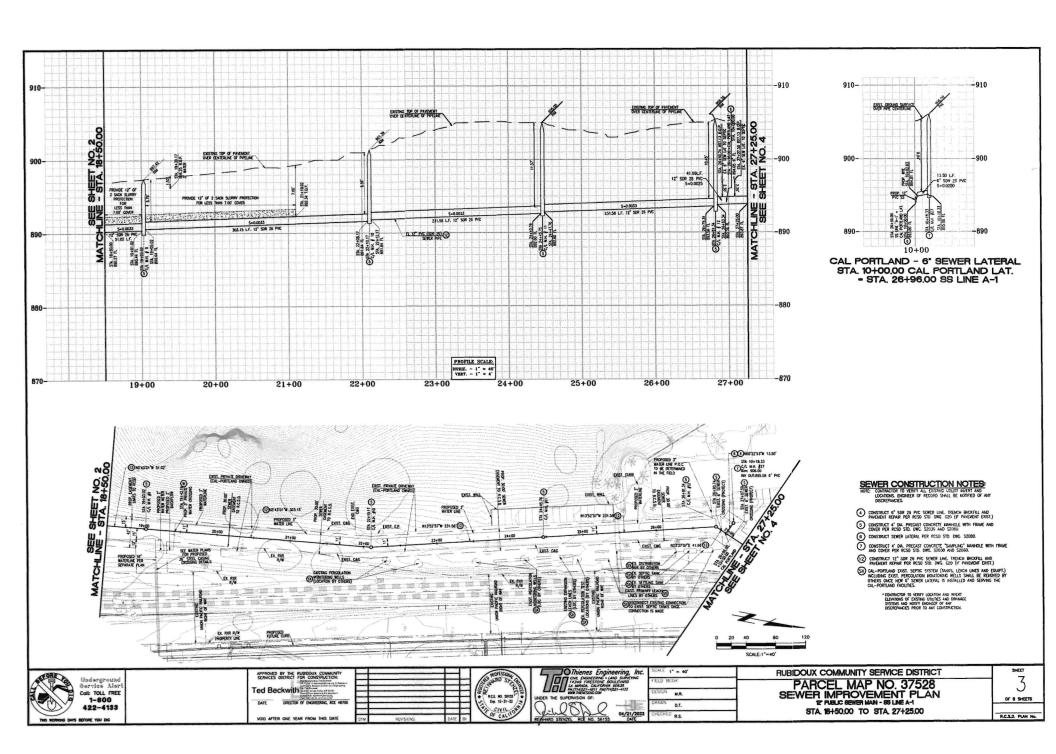
RUBIDOUX COMMUNITY SERVICE DISTRICT PARCEL MAP NO. 37528 SEWER IMPROVEMENT PLAN TITLE SHEET

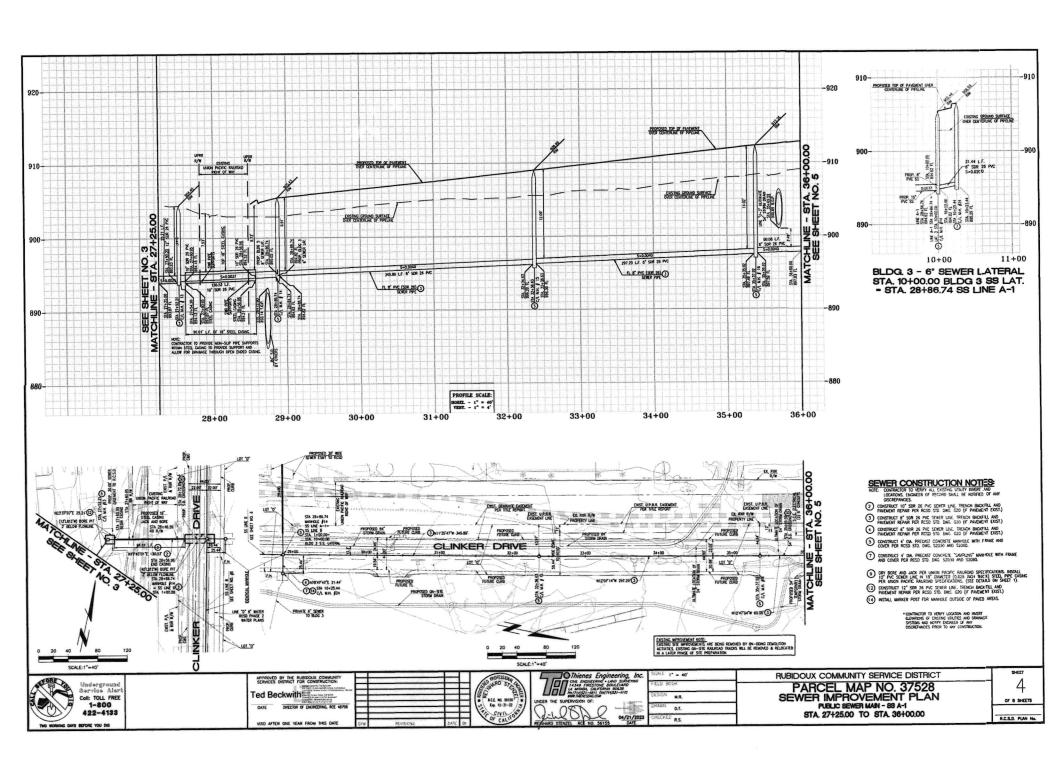
OF 8 SHEETS

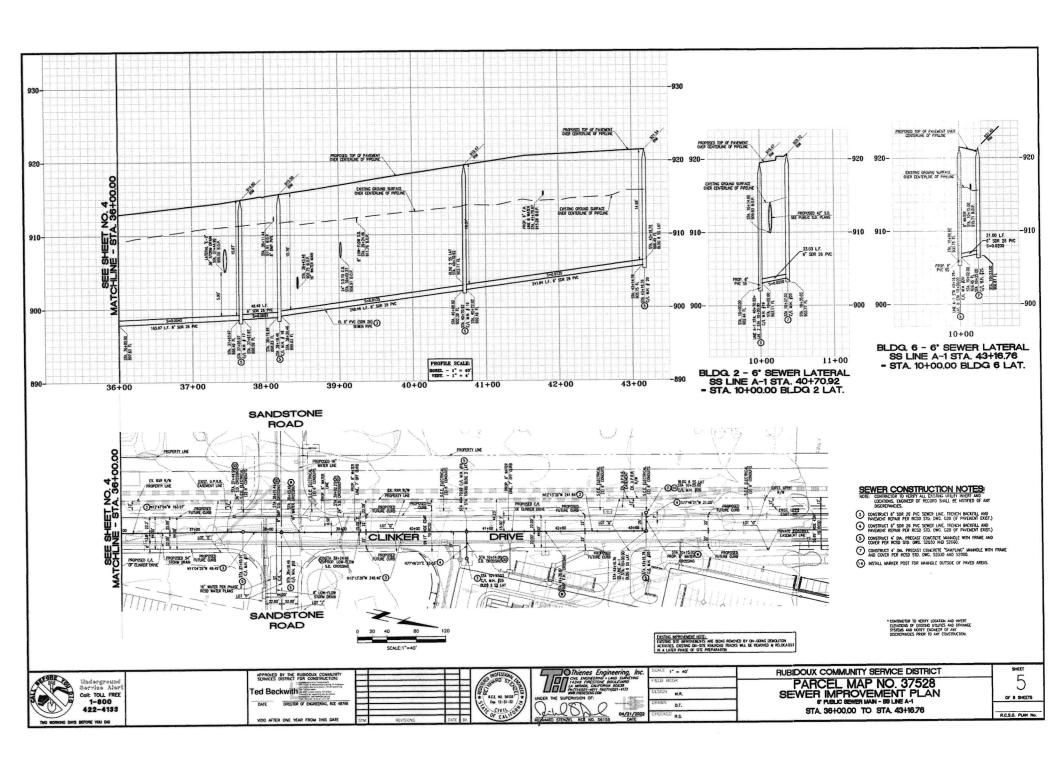
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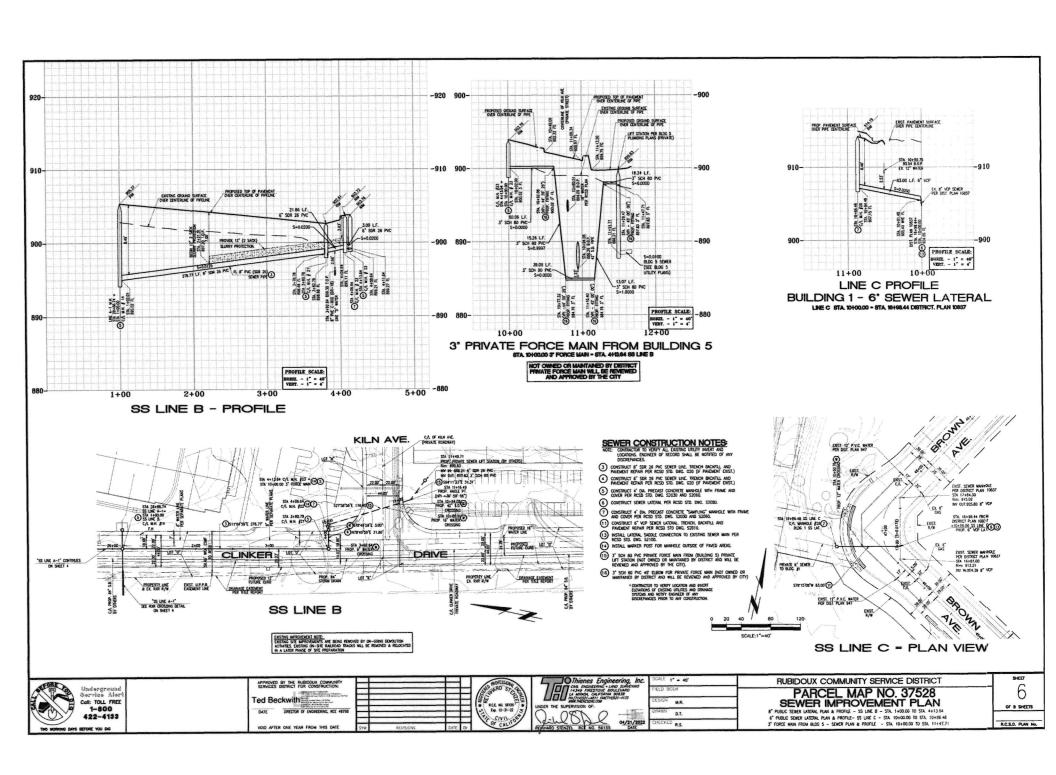
SHEET











RUBIDOUX COMMUNITY SERVICES DISTRICT

Proposed One (1) Underground Tee Inch (10") PVC Sewage Pipe Encosed In An Eighteen Inch
(16") Steel Casing Pipeline Crossing of Ratboad Property at Mile Post 6.9 on the Cresmore Ind.
Ld at or near Crestmore Spar, Riverside County, California

Attached is an original of the agreement covering your use of the Radional Company's right of way. Please prior two copies, execute on your behalf and court ALL DOCTMENTS in one market peckaged with a check for any prometric required, as shown below to 1400 Eheights Storet, Granks, NE 61773-14000, American Pennis Pennis.

An original copy of the fully-executed document will be returned to you, when approved and of by the Railrood Compuny. Also, pierse provide a resolution or other authorization for the party of the documents, if signature authorization to required by pure Entity.

- Payment in the amount of Five Thorsand Endors (\$5,000.00) is the and payable to Union Buildic Railwad Company upon your execution of the agreement. Flore include your payment, with Fidder's No. 95/24-65 nated on that describest. If you require formal Silling, you may consider this better as a formal bill and that \$4.00(132) in this Corporation's current Folder! Example Membrishes Number.
- Railroad Protetive Liability Insurance (RPLI) may be obtained from any insurance company which offers such overtige. Union Pacific has also worked with a national broker, March USA, to make available RPLI by your or pure contravers. You can find additional information, premium quotus, and application forms at Outgrazamh.com).

If you have any questions, please connect me at depeters 02 symp.com.

the Railroad Street Extrem 1400 Doughee Street Strep 1650 Ornaha, Nazirania 68175-1650 tx (612) 531-0340

IN WITNESS WHEREOF, the puries hereto have caused this Agreement to be executed as of the date first levels written.

UNION PACIFIC RAILROAD COMPANY RUBIDOUX COMMUNITY SERVICES

Dan Poters

By: Ted Beckwith Name Printed: Ted Beckwith Title: Director of Engineering

Fulder No. 03205-45

PIPELINE CROSSING AGREEMENT

THIS AGREEMENT ("Apprenses") is made and ensered into as of August 13, 2021,
("Effective Dat") by and between ENION PACHEC RALIGOAD COMPANY, a Delaware corporation, ("Exercive") and REBIDOLY COMPANY SERVICES DISTRICT, to be addressed at 309 Rebisions Right, California 92509 ("Electrics").

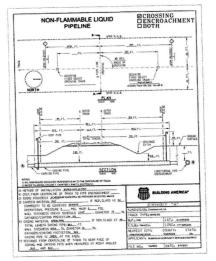
IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

- An incomplete of the forest for the pile! I known set find helder and in further consideration of the consenters of the pile by Lecture set first helder and in further consideration of the convention and approximate to be preferred by Lecture, Lecture healthy first consistency and the control of the contr
- It Lienaer represent and warrants that Lienaec's Facilities will (i) only be used for one (1) underground in mich (10°) PC's sweape pipe removed is no eighteen incit (10°) seed company policies consing, and (ii) not be used to sower up note or understanding to the origin of the six of the seed to sower up no other administration (before the six of the seed to construct policies) of the six of the seed to construct policies of the depresent.
- C. Licensee acknowledges that if no its contractor provides Licenser with digital imagery depicting Licenser's Facilities ("Digital imagery"), Licenser authorities Licenser to use the Digital imagery in preparing Exhibit A. License represent and warrants that thereigh a license or otherwise, it has the right to use the Digital imagery and to permit Licenser to use the Digital imagery in said manner.

Upon execution of this Agreement, the Licensee shall pay to the Licensee a one-time Lice of Five Thousand Bullars (\$5,000,00).

This Agreement shall take effect as of the Effective Date first herein written and shall continue in fall force and effect und terminated as provided in the "TERMINATION, REMOVAL OF LICENSEE'S FACILITIES" Second of Calabia B.



Aride 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will ariestly comply with all terms and combines set forth heren, including the General Terms and Conditions, attached bereto as Estiblis 8 and made a part hereof.

Article S. INSURANCE.

- A. During the term of this Agreement, Licenser shall fully comply or cause its contractor(s) to fully comply with the insurance requirement shorehold in Exhibit C, standard better and made a part between Experts only, Licensee shall need copies of all insurance decontained (e.g., certificates, endowments, etc.) in Licensee at the address based in the "NOTICES" Section of this Agreement.
- B. If Licensee is subject to statute(s) limiting its insurance liability under limiting its ability to obtain insurance in compliance with Exhibit C of this Agreement, those statutes shall apply.

Article 6. DEFENTION OF LICENSEE.

For purpose of this Agrantest, all references in the Agrantest in License will be held License's contractes, advectments, or the contract in the contract and the contract in the contract in

Article 7. ATTORNEYS' FIES, EXPENSES, AND COSTS.

If linguism or other count action or similar adjudicatory proceeding is undertaken by Licensee or License or software in right mader that Agreement, all fees, costs, and expresses, including, without tensistian, reasonable attempts, fees and cost costs, of the prevailing Party in such action, said, see proceeding shall be reinhormed to paid by the Party againer whose intented the polarization of these methods. The provisions of this Article shall corner the assumements of this Agreement.

Article 2. WAIVER OF BREACH.

The waiver by Lisemor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licemor shall in no way input the right of Licemor to avail itself of any remody for any subsequent breach thereof.

A. Licensee shall not assign the Agreement, in whole or in part, or any rights herein passed, without the written construct of Licensee, which must be requested in writing by Licensee. Any passagement of the Agreement of the Agreement with the control of the Agreement of the Agreement of written content, will be absolutely with an other part of the Licensee's tentations of the Agreement presents to the "HERMINATION, RIMOVAL OF LICENSEE'S ACKLUBIES Section of Excluding R.

b. Upon Licenses's wraten succeed to say assignment, this Agreement will be brisding eyen and instructed the benefit of the parties thereto, necessare, betra, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any procision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or moniferecable only to the extent of such determination, which shall not invalidate or otherwise credit ineffective uses other provision of this Agreement.

Except Learnest commonwement of work meteor's regional mode finds in \$M\$ of the inter-tor of the second below (Tobics Address'), (ii) as at overaging 4 to express delayer by a sanotally recognized consisting of deferor service and no Fadoric Express Congestion or Usuad Particle Works in the Financial second-diversy service and no Fadoric Express Congestion or Usuad Particle which the first interval consisting of the second will be demand to be given upon region. Cutfield senial seniors will be depend us be given store (t) shows that depoint with the Cuttal Mader Noad Second

If to Licensor: Union Pacific Railroad Company
Atto: Analyst - Real Estate Utilities (Folder No. 03248-45)
1400 Douglas Nover, MS 1690
Ourola, Nebraska 68179

H to Licensee: RUBIDICUX COMMUNITY SERVICES DISTRICT 1590 Rabidous Bird Jumps Vatley, California 92599

Arricle 12. SPECIAL PROVISION - CONSTRUCTION OBSERVATION,

License regenes Licensee to provide menturing of tracks and creatraction observation through Licensee approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services Email: RP,1 tility a railpros Phone (682)223-5271

GENERAL TERMS AND CONDITIONS Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The ferepong grant in object and subvalence to the prior and continuing right and obstances to each matter the contract of the contract to each matter the center properly including the right and power of contract, another, register, and matter the contract produces and the contract produces of the contract produces and the contract produces and the contract produces and prior for properly, all or any of which may be ferrly done any time or many by Lectures without fallowing lackmann for any other party for components or disample.
- B. The foregoing grant is also subject to all containing superior rights (including those in favor of hecrosco and lesseets of Railroad Property) and the right of Leemont to renew and extend the same, and is each without oversame of role or for gold collapsement. In all the (increases size obtained to the role and parts) more contained to the collapsement of the property of the containing the collapsement of the property of the collapsement of the collapsement of the property of the collapsement of the property of the collapsement of the property of the collapsement of the collapsemen

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

- Section J. EXCELERACE PROGRESSIONS: EXEMINE
 A Excessive Findines will be designed, construct, operated, registrated, repaired,
 retracted, qualifical, reconstructed, memories of arbundously as place on flacinously persons,
 in construct a section of the construction o

Section 3. NOTICE OF COMMENCEMENT OF WORK: IMPRGENCIES.

A. Licensee and in contractors are unitely problemed from commercing any work associated with Licensee's Facilities without Licensee's united approval that the work will be a more compliance with the "INDEPERROR REGURERINGENIS FRIENDISS" per like the contract of the Licensee's field representatives. Chicansee's field representatives Chicansee's field representatives ("Licensee's field representatives") as to be contracted from the contract of the system of Licensee's field representatives of a system of Licensee's field from the contract of the system of Licensee's field from the contract of the system of Licensee's field from the contract of the system of Licensee's field from the contract of the system of Licensee's field from the contract of the system of Licensee's field from the contract of the system of Licensee's field from the contract of the system of Licensee's field from the contract of the system of t

- b. Licenses shall not commence any work until: (1) License has determined whether figuring or other special potactive or sidey measures. "Safety Measures") are required for performance of the work present to the "LIAGENIX Section of the Earlin and provided Licenses without authorization to occurrence work and (2) licenses has complete with the "FROTIX-TRAN (a) Therefore OPIX CARLE STRANS Section of the Kalled B.
- C. If, at any time, an energency arises involving Licensec's Facilities, Licensec or in contractor shall memodiately contact Licensec's Response Management Communications Center at 1950s 877-7267.

Section 4. FLAGGING.

- A Fothering Lecency notice to Licency's Field Representative control with PNORE OF COMMUNICATION OF WORK, DMIRIT COMPANY OF THE ACCOUNT OF WORK, DMIRIT COMPANY OF THE ACCOUNT OF THE ACCO
- II. If my Safety Measures on performed are probedly Lucronic, Including the new feet for large Lucronic and the state of t
- that License is not nicetal of any of responsibilities on basilities of solid in this for general con-C. For larging, the true of pury loss for each larger will be the pre-valley leavely trize in ortical for an optic-based that for the class of flagman used during replicity assigned loss and servicine to the cost of each liber, a screpping chapter in ordical replication of the cost of positives of a tradition to the cost of each liber, a screpping chapter and the cost of each positive of the cost to the cost of each liber, a screpping chapter of the cost of the cost of each liber, as a screen of the classify and Preprint Demag, and Analonization, will be included a general cost of each liber and cost of the cost of each liber and the cost of each liber and the cost of each liber and liber and the cost of each liber and lib
- D Reinhousement to Liverne will be request evering the field eight-boar dry draws, which may flagger to introduce the total fragger can be assigned to either relined from the field of the control of the field of the control of the field of

Underground Service Alert Coll: TOLL FREE 1-800 422-4133 ING DAYS BEFORE YOU DIG

APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION: Ted Beckwith







DESIGN MR. 7.0

RUBIDOUX COMMUNITY SERVICE DISTRICT PARCEL MAP NO. 37528 SEWER IMPROVEMENT PLAN U.P.R.R. LICENSE AGREEMENT OF 8 SHEETS

R.C.S.D. PLAN N

first (f) days notice priva to the constitute of the most fire a flagger. If first (5) days notice of constitute is the private Learner will still be required to per flagging charges for the days for flagger was subsided, can be though flagging is no larger required for the preside. An additional text (6) thing services must firm be given to Learner (6) flagging services are needed again after such five day creation notice has been given to Licensor.

A Solary of presented, property, and operations and the public is of parameter in the pracessite of the two wirds on Railmad Property performed by Licenses or its continuous, and utilized procedures care any own of a Limense's Railmad in the potential account of the continuous and any contract and the respectable for instances, meantaining and surpriving all antiques and any contract and all the respectable for the instances, meantaining and instances and all Licenses and the surprise and antiques and all Licenses and the surprise and antiques and all Licenses and the surprise and antiques antiques and antiques antiques

Lines Pacific Corres, Safety Requirements

- B. Licenser shall keep the job size on Railroad Property free form safety and health hazards and ensure that their employees are computerst and adequatedy trained in all safety and health aspects of the work.
- D. Licemer's operations and work performed by Licemer's personnel may case daily in Licemer's or in contrastor's work on Licemer's Fashline License assures and program in License daily have made to the License of License and License
- E. Licensor shall have the right, if it so clasts, to provide any support is down necessary for the safety of Licensor's operations and trackage during Licensor's or its commands, continued, measurement, report in record, another, moderate, necessaries, or present of Licensor's Facilities, to the event Licensor and the control of Licensor and Licensor and Licensor and the control of Licensor and Licens
- F. Licenser may not unmaned attentit system ("UAS") to import Licenser's Facilities and the pion the pion authorization from and under the direction of Licenser's Facilities (Licenser represents and surgeants that is not IULS on Balboot Precept with comply with Licenser's there-carned Unmaned April Systems Policy and in applicable leave, rules and regulations in challenge any optionable levelad vision in Administration regulations and excession professional vision and manufactures and caracteristic professional vision and manufactures and caracterism professional vision and manufactures are careful vision and vis

West's, Upon the UP Engineering Representative approval of Loctovic application for the Receival Studentiers Work Universe and Livensee shall conver a separate context to several powers. [Account's population of the Receival Abundances Work in this time persons of Radional Property is accorded by undeed adort trackings ("Consest Decembra"). Lies has payed to Radional Property in the Compression of the Receival Radional Property in the Compression of the Receival Radional Property in the Compression of the Studential Property in the Compression of the Studential Property in the Receival Radional Radi

- D. Following Licenses's completion of the Renarstans Work, Licenses shall provide a written conflictant before to Licenses after delayers limit in the "NOTHEES" Analos of the Apprentice What has been completed in accordance with the Citenses' licenses which conflicts that the Reparation What has been completed in accordance with the Citenses Repaired What has been completed in accordance of the Citenses Repaired What has been considered design Licenses and an interesting accordance to the Citenses and Citen
- E. In the event that Licensee fails to complex my of the Restoration Work, Licenser unv, but is not doligated, to proform the Renteration Work. Any such work actually performed by Licenser with the art the outst and suppose of Licenses. In the event that License facilities the Research Work, Licensee shall relates Licensee from any and all Loss (related in the "DURNNYT" Section of the Kahali B invines or of or related to Licensee Section Section of the Kahali B invines or of or related to Licensee's performance of the Researches Work.
- F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this Exhibit By, accrued or otherwise, which may have arisen prior to such termination.

Section 6. PROTECTION OF FIBER OPTIC CARLE SYSTEMS.

February 2. The PROJECTION AT HEREASTAN ASSESSMENT PROJECTION AND THE PROJECTION ASSESSMENT ASSESSM

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

- Licensee shall bear the entire cost and expense of the design, construction, emiotenance, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.
- The contraction reconstruction reports are constructed in the contraction of the contraction reports of the contraction of the cont
- On A section of companies were to the Control of the Exhibit II. Lecture shall keen the right, if it as taken, to provide any Saffry Mannero License doors necessary for the aftery of License forces not recovered to the control of t

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licemon's safe and efficient operation of its rubook, and continued tose and improvement of Railmond Property (collastively, "Railmond's Use"). Accordingly, Heisenes shell, it is sole cost and experience, modely, reconcent, requis, rosses, review, release, we reconcern the results of the results of the results of the release of the results of the resu

INSURANCE REQUIREMENTS

A. Cummerical Grasset Mahlim Interpress, Commercial govern Mohility (CGI) with a listed of set less than \$2,000,000 such occurrace and an appropriat fault of net less than \$4,000,000. CGI, internative near the territies on \$50 occurrace fame CG 00 et 12 04 (or a submittee form providing equilibril correctly).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

The policy must contain the following endorsements, WHICH MUST HE STATED ON THE CERTIFICATE OF INSURANCE

 "Coverage For Certain Operations In Connection With Radrounts" ISO from CA 20 To 10:01 (or a substitute form providing equivalent coverage) aboving "Union Pacific Rainroad Company Property" as the Designated Ich Site. C Workers' Communication and Employers' Hability Insurance Coverage must include but not be functed to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

 Employers' Lishility (Part B) with limits of at least \$500,000 each secution, \$500,000 disease policy limit \$500,000 each compleyee. If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include failufity arising out of the U. S. Longishovemen's and Harbor Workers' Act, the Jones Act, and the Other Continental Shiff Linad Act, if applicable:

Worksor Act, the John Act, and John Act, and John Borranez Environmental Legal Liability Insurance (ELA) applicable to bodily surpr., proceptly damage, melading have of use of damaged properly of or experience of the last and who polyposatily injuried or discontinuous damaged property of the polyposatily injuried or discontinuous extension of the polyposatily injuried or discontinuous extension of the polyposatily injuried or discontinuous extension of the polyposatily damaged or discontinuous extension of the polyposatily damaged on the first discontinuous extension of the polyposatily damaged to the first discontinuous damaged on the first damaged in the polyposatily damaged to the first damaged insurance, and any pilities of daisy specifically an angulated to the first damaged insurance.

this mourasce most apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or sail is brought. Coverage shall be maintained in an amount of at least \$2,000,000 pc boss, with an amount of a least \$2,000,000 pc boss, with an amount of agreement of the part of a least \$4,000,000 pc.

Licenses surreits that say retractive data applicable to U.I.I. insurance coverage under the policy to the same as of procedule the Effective Date of this Agreement, and that continuous covarage with the ministense for a protect of the of 1) years polytoming throw the time to see two six bank and Agreement to complicate of if coverage is consciled for any reason the policies controlled discovery period, if any, will be excluded for the entireast interactives.

- The execution for the management across.

 1. <u>Harder Frenchis Liability Instrume</u>: Licrose must ministric for the dutation of work "Hillians Procedure Liability" measures written on Do occurrence from CG 99 35 12 to for a restriction from the control control of the size of the liability of the
- F. <u>Umbrella or Excess Insurance</u>. If Licetisee utilizes umbrella or excess policies, and these policies must follow form? and affeed on less coverage than the prunary policy.

Other Regulrements

on Raivad Protesty, License and Lacross chall cover a Supplement Algorithm to archer location of Agricusts in the Supplement Agreement to this Pepting Agricusts in the Agricusts in the Agricusts in the Agricusts in the Agricust in the Agricust in the Agricust in the Agricust will be a supplement to the Agricust and the Agricust and Agricusts and Agricusts and Agricusts and Agricusts and a supplement and Agricusts and A

Section 9. RENTORATION OF RAIL ROAD PROPERTY.

In the creat Licensee, in any runner moves or desturbs any preparty of Licensee in connection with the construction, minimizance, modellization, reconstruction, repair, namenal, recision, relevative, or removal of Licensee's Pacificies, that, Licensee shall, as were a possible and a Licensee's wile contain expense, review Licensee's property to the same condition as the same were before such property was moved and districts.

Section 16. INDEMNITY.

- A. Definitions. As used in this Sections.
 - "Licenson" includer Licenson, its afficiates, its and their officers, directors, agents
 and employers, and other national companies using Railmond Property at or some
 the location of Licenson's installation and their officers, directors, agents, and
 employees.

 - 3. "Loss" includes claims, sairs, nace, loss, darages (including positive damages, statutory damages, and exemplary damages, touts, charges, assessment, judgments, settlement, losse, chanach, actions, causes of action, face, positives, interest, and expenses of any nature, including court costs, crass-miles atterneys' fees and organics, investigation costs, and appeal expenses.
- Lisance shall refere, delication, and a specific expense.

 1. Lisance shall refere, deficiently, and half supplies Listoner from oil against any and at Lea, owner shall refere, the delicat, as fishe, the destry or indirectly arise and of refered in Lisance's removal, remov

 - Durage to or the disturbance, loss, movement, or destruction of Rubroud Property, including loss of use and diminutions in value, including, but not limited to, any telecommunications system(s) or fiber opic cable(s) on or near Rubroud

- 3. Removal of person(s) from Bailroad Property.
- 4. Any delays or interference with track or Radionsi's time curred by Laconses's activity(tes) on Radional Property, including without inhultant the onstitution, maintenance, modification, recentivetion, repair, recently excludes or account of Licenses's Facilities or any part thereof, my polythies, taken.
- 5. Right(s) or success(s) granted pursuant to this Agreement,
- Contents escaping from Licensoch Facilities, including without important any actuals or alleged pollution, contentination, beauth, or consummental Lens;
- Licensee's breach of this Agreement or failure to comply with its previousis, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement, and
- Violation by Licensee of any law, statute, ordinaria; governmental administrative order, rule, or regulation, including without hundration all applicable Federal Robrod Administration regulations.
- C. THE FORGIONN GREATINGS SHALL AFFLY TO THE PIALIST EXTENT
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Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the sight horizontal national national states of the concept of the concept of the concept of the signature of the concept of the signature of the s

- R. In addition to the provisions of Paragraph "A" above, Inls Agreement may be terminated by written notice given by either party, without came, upon thing (10) days a given once as the non-terminating party at the additive libert in the "PATTKES" Article of this Agreement. This Agreement will not terminate usual Licensee compiles with Paragraphs "C" and "D" of this Sentine found below.
- C. Prior to the effective date of any terroretion described in this Section, Lecensor shall sell also to Lecensor's critica United Comments System at this ligh, for Lecensor's returnal, or it appleament in place of Licensor's Facilities located on Railroad Property ("Research/Abando).

 Coeractual Liebility Railroads ISO form CU 28 17 10 01 for a schalate form providing equivalent soverage) showing "Union Pacific Railroad Computer Property" as the Designated Joh Site. B. Belines Automobile Coverse Invested Boshoos and covering within to ISO Sem CA 00 (1 10 0) (or a substitute from providing equivalent fielding coverage) with a limit of not less \$2,000,000 for each action, and covering more include tability arising out of any note (including words, brint, and non-crossed ratios).

- All policytis) regards dove energh issues naturally, without compensation and mid-discussed and policytis of the compensation and mid-discussed and policytis of the compensation of the c
- 18. Punitive duringer exclusion, if my, mass be deleted (and the deletes indicated on the certificate of interasted), sales for far interasted coverage may not backfully be obtained for any punitive diseases that may arise under this Appendix or, (b) all punitive diseases are prohibited by all states in which this Appendix on all the performed.
- Licensee varieves all rights of retoreoy, and its impares also waive all rights of
 undregation of diamages against become and its against, officers, directors and employees for damages
 coverably the worker's compounders and employers likelithy concentrated attention or encousability
 obtained by Licensee regulard in this Aprenant, where purmated by Its. This waiver must be stood on
 the conflict or dimensione.
- J. All insurance policies must be written by a repetable insurance company acceptable to Licenses of with a current Bast's Insurance Guide Rating of A- and Class VIII or better, and authorized to do business in the statist) is which the wish is to be performed.
- K. The fact that insurance is oftained by Licensee will not be deemed to release or decinish the finbility of Licensee, including, without lumination, liability under the indexnity procisions of this Agreement. Durages 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 Ted Beckwith DATE DIRECTOR OF ENGINEERING, RCE 48708





FIELD BOOK DESIGN MR. CHECKED R.S.

RUBIDOUX COMMUNITY SERVICE DISTRICT PARCEL MAP NO. 37528 SEWER IMPROVEMENT PLAN U.P.R.R. LICENSE AGREEMENT

8 OF 8 SHEETS

R.C.S.D. PLAN No

RUBIDOUX COMMUNITY SERVICES DISTRICT

RUBIDOUX COMMUNITY SERVICE DISTRICT GENERAL CONSTRUCTION NOTES FOR WATER PIPELINES

- ALL WORK SHALL CONFORM TO THE DESIGN AND CONSTRUCTION STANDARDS OF THE RCSD FOR MATER AND SEWER FACULTES.
 WATER SYSTEM SHALL BE CONSTRUCTED BY THE DEVILOPER FOR DEDICATION TO THE RUBBOOLK COMMUNITY SERVICES DISTRICT.
- CONSTRUCTION, WATERIALS, TESTING AND INSPECTION SHALL COMPLY WITH RUBBOOUX COMMUNITY SERVICE DISTRICT STANDARDS. TH INSTALLATION SHALL MEET OR EXCEED THE REDUREMENTS OF ALL PUBLIC ACCIDES HAVING JURISDICTION AND THE AMERICAN WATER MORKS ASSOCIATION (AMNA) STANDARDS, FAILURE TO MEET THESE REQUIREMENTS WILL BE CAUSE FOR REJECTION
- CONSTRUCTION OF THE WATER SYSTEM SHALL NOT CONMENCE UNTIL A FINAL WAP HAS BEEN RECORDED BY RIVERSIDE COUNTY AND THE DEVELOPERS DUCHERS HAS CERTIFIED THAT ALL STREETS ARE CONSTRUCTED TO FINAL CRADE MATERIALS SHALL BE INSTALLED AFTER CONSTRUCTION OF CURB & QUITER, SCHER, STORM DRAIN, AND PRIOR TO THE PLACEMENT OF CROSS—CUTTERS, SPANDRELS,
- 4. PIPE FITTINGS, VALVES AND APPURTENANCES SHALL BE OF THE PIPE PRESSURE CLASS (NOT W.W.P. CLASS) SHOWN ON THE PROFILE OF THESE PLANS. (NOTE: CAST IRON FITTINGS SHALL NOT BE ALLOWED.)
- MINIMAM 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 DESTRUCTION (MIN. 17 MONES CLEARANCE)
- CONTRACTOR SHALL PROVIDE TRENCH PROTECTION AND CONDUCT ALL CONSTRUCTION IN ACCORDANCE WITH CAL-DOSHI STOURTHFUTS AND SHALL DETERMINE DEPTH AND LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO TRENCHING, OPEN TRENCH AT ANY ONE TIME SHALL BE LIMITED TO SOO FEET ALONG ROAD RIGHT OF WAY AND SHALL BE BACKFILLED AND COMPACTED AT THE CONCLUSION OF EACH DAY
- BACKFLL SHALL BE COMPACTED TO THE GREATER OF SOX RELATIVE DESSITY, EQUIVALENT TO THE SURROUNDING GROUND, OR TO THE REQUIREMENTS OF THE ACENCY HAVING JURISDICTION, WHICHEVER IS MORE STRINGENT, CONTACT UNDERGROUND SERVICE ALEXT (800) 227-2600 PRIOR TO ANY EXCAVATION.
- 8. DEPTH AND LOCATION OF EXISTING UNDERGROUND FACILITIES SHALL BE DETERMINED BY THE CONTRACTOR BY POTHOLING PRIOR TO TRENCHING. THE CONTRACTOR SHILL ALSO CONTACT UNDERGROUND SERVICE ALERT (600) 227-2600 PRIOR TO ANY EXCAVATION.
- WATER THE WATER WAS CONSESS STORY DRIVEN CHARGE PROFINES TREPHONE AND FLETTER THEIR OR SMEAR INSTALLATIONS. A MONNIAM OF 12 INCHES CLEARANCE SHALL BE PROVIDED BETWEEN THE MAIN AND OTHER INSTALLATIONS. SEPARATION OF THE WATER AND SOWER LINES MUST COMPAY WITH THE RIVERSIDE COUNTY HEALTH DEPARTMENT STANDARDS AS SHOWN ON RIVERSIDE STATE OF CALFORNIA DEPARTMENT OF HEALTH.
- ECTION TO THE EXISTING RISD MATERILINES SHALL BE IN ACCORDANCE WITH STANDARD RISD PROCEDURES AND SHALL NOT BE ACCOMPLISHED VALESS AN RICSO INSPECTOR IS PRESENT. NO CONNECTIONS TO EXISTING RICSO WATERLINES WILL BE ALLOWED ON
- 11. 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 MANUALISED ROADS.
- 12. ALL SERVICE LATERALS SHALL BE LOCATED AT RIGHT ANGLES TO THE MAIN UNLESS OTHERWISE INDICATED ON THE PLANS AND APPROVED BY THE ACSO.
- 13. PIPE SHALL BE HANDLED SO AS TO PROTECT THE PIPE AT ALL TIMES AND SHALL BE CAREFULLY BEDOED TO PROVIDE CONTINUOUS BEARING AND TO PREVENT UNEVEN SETTLEMENT. PIPE SHALL BE PROTECTED AGAINST FLOATATION AT ALL TIMES. OPEN DIOS SHALL HE SEALED AT ALL TIMES WHEN CONSTRUCTION IS NOT IN PROCRESS.
- 14. PIPE JOINTS SHALL NOT BE DEFLECTED AT ANY ANGLE GREATER THAN THE MAXIMUM ANGLE RECOMMENDED BY THE PIPE MANUFACTURED AN WEIGHT STADE CTOLOW IN STRUCTURED
- 15. TAPS ON PIPELINE SHALL BE INSTALLED PER DISTRICT STANDARDS AND AS APPROVED IN THE FIELD BY THE RISD INSPECTOR. CONNECTIONS TO EXISTING RISO PIPELINES SHALL NOT BE ACCOMPLISHED UNLESS AN RISD INSPECTOR IS PRESENT. RISD WAY ELECT TO MAKE THE CONNECTION AT THE DEVELOPERS EXPENSE. COMPRACTOR TO FIELD VERTY BOTH HORIZONTAL AND VERTICAL LOCATIONS OF DESIGNS BRITISHAM PROOF TO CONSTRUCTION.
- 16. TEST PRESSURE SHALL BE 1506 OF PIPE CLASS RATING (LE: 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 ACENCY HAVING JURISDICTION.
- 18. FIRE HYDRANTS AND AIR VALVES TO BE LOCATED PER THE AGENCY HAVING JURISDICTION
- 19. WATER METERS TO BE LOCATED PER PLAN. ANY RELOCATION SHALL BE APPROVED BY THE RCSD. A "V" SHALL BE IMPRINTED ON THE CURB FACE AT EACH SERVICE LATERAL (NETER) LOCATION.
- 20. CONTRACTOR SHALL PLACE INSULATED 14 CA SOLID COPPER LOCATOR WIRE WITH ALL C-900 PVC PIPE TO ASSIST WITH FUTURE
- 21. THE DEVELOPER SHALL PROVIDE ONE SET OF PRINTS SHOWING ALL "AS-BUILT" CONDITIONS INCLUDING THE STATIONING OF SERVICE LATERALS CONNECTIONS AND PAD ELEVATIONS AS A CONDITION OF FINAL APPROVAL.
- 22. ANY REVISION TO THESE DRAWINGS MUST BE APPROVED IN WRITING BY THE RUBBOUK COMMUNITY SERVICES DISTRICT 23. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AR SPACE, CONTRACTOR
- SHALL BE RESPONSIBLE FOR COMPLIANCE WITH "CONFINED AR SPACE" ARTICLE 108, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE.
- 24. ALL PIPE LARGER THAN 12" IN DAMETER SHALL BE INSPECTED BY VIDEO CAMERA PRIOR TO GACTERIOLOGICAL TESTING.
- 25. CONTRACTOR SHALL WARRANTY ALL WORK FOR 12 MONTHS AFTER THE DATE OF FINAL INSPECTION.

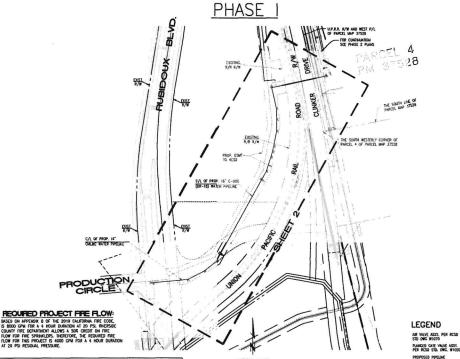
BENCH MARK:

ENGINEER'S NOTICE TO CONTRACTORS: THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PLANS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE RECORDS. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONS OF THE RECORD UTILITIES AS

BASIS OF BEARING:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCSB3), ZONE 6, NORTH STATE PLANE COMMINING STOLEM (CLSSS), CUME, IN FORMAT AND MODEL OF STATEMENT STATEMENT STATEMENT STATEMENT AND MODEL AS SHOWN HEREON (BASIS OF BEARMOS). N 88'39'15.28'7" M, ALL BEARMOS SHOWN HEREON ARE CRID BEARMOS AND REPRESENTED HEREON BY THE CENTERLINE OF EL. RIVINO APPENE BEING MORTH STIP'S'Y BEST.

PARCEL MAP No. 37528 WATER IMPROVEMENT PLAN



FIRE DEPARTMENT APPROVAL

APPROVED BY THE RIVERSIDE COUNTY FIRE DEPARTMENT Mikki Sherry

IGNATURE OF FIRE AGENCY DATE

RIVERSIDE BENCHMARK NO. M.L.-3-64 RESET 1970"

RIPENSUSE GENERALARY NO. M.L.—3—64 NESEL 137. SERVANDA GENERAL SON, STAMED THY, CO. SIR. M.L.—144 AGAI MUNIS HOUSE TO SERVE HOUSE HOUSE HOUSE HOUSE AGAI MUNIS HOUSE TO AGAI WAY AGAI SERVE TO SERVE AGAI MUNIS HOUSE SERVEN HOUSE HOUSE FOOT DAWN (FAM. FENCE, SWINDINGHOUSE EL. FRANCIS CONTROLLED COMMANT FEEL STATE OF AS A FAM. ON ORM. SET ON TOP OF A 12 X 12 Y 1. CONCRETE DO MILL. ELEMENT = 884.497 (NOTO 29 Y 1997 AGAI)

CITY OF JURUPA VALLEY ENGINEERING DEPARTMENT APPROVED BY: Octavio

Duran Jr 08:40:18 -07'00' PAUL TOOR, CITY ENGINEER RCE 46281

Digitally signed by Octavio Duran Jr

INDEX MAP

PROPERTY LINE
- RIGHT OF BOX
- RIGHT

ABBREVIATIONS

VICINITY MAP ENCASEMENT REQUIREMENTS IN UNION PACIFIC RIGHT OF WAY:

- . ALL TRANSVERSE CROSSINGS, SINGLE DUCIS OR PIPES 8" OR GREATER IN DIAMETER SHALL BE ENCASED, DISTALLATION OF MULTIPLE DUCTS OR PIPES, REDARDLESS OF DIAMETERS, SHALL REQUIRE DICASEMENT.
- 2. THE MINIMUM WALL THICKNESS REQUIRED FOR STEEL ENCASEMENTS IS BASED ON LENGTHS AND DAMETERS OF PIPES
- ENCASDIENT ENDS SHALL BE PLUCCED WITH UN-CROUTED BRICKS OR OTHER SUITABLE MATERIAL APPROVED BY THE U.P.R.R.
- THE UNION PRIOR'S REPRESENTATIVE MAY REQUIRE THE PERMITTEE TO PRISSURE CROUT, FILING ANY YOUR EDIEMATED IN THE COURSE OF THE PERMITTED MORE CROOMED SHALL BE AT THE DEPOSE OF THE PERMITTEE CROOM HOLES WIND PLACED MOSE OF THE PERF, CORDINATE ON INNETIES OF THE OF CROMED, SHALL BE ON IF CONTESS, CONDISIONALLY MAD PETER 22 DECREES FROM MEDICAL, AND SACKEDED TO THE LET AND RICH OF THE TOP LONGINGUABLA MAD OF THE PIPE, CROUT PRESSURE SHALL MOST DOCKED SHOW ON A MURRISON SHORTOOM TOP TALL AUGUST.
- THERE IS A SPACING REQUIREMENT WHEN PLACEMENT OF MILITIPLE ENCASEMENTS IS REQUESTED. THE DISTANCE BETWEEN WILLTIPLE ENCASEMENTS SHALL BE THE GREATER OF EITHER 24" OR TWICE THAT OF THE DAMETER OF THE LARGER PPE BEING INSTITUTED.
- WINC CUTTERS WHEN USED SHALL ONLY ADD A MAXIMUM OF 1" IN DAMATER TO THE OUTSDE DAMATER OF THE ENCASEMENT PIPE.
 VOIDS IN DICESS OF THE STANDARD SPECIFICATIONS SHALL BE CROUTED.
- A BAND WELDED TO THE LEADING EDGE OF THE CHCASEMENT PIPE SHOULD BE PLACED SQUARE TO THE ALICAMENT AND NOT ON THE BOTTOM EDGE OF PIPE. A FLARED LEAD SECTION ON BOIRS OVER 100" SHALL NOT BE PERMITTED.
- B. THE LENGTH OF THE AUGER STRAND SHALL BE EDUAL TO THAT OF THE SECTION OF ENCASEMENT PIPE.
- ENCASEMENTS PLACED WITHIN COMMENTIONAL HIGHWAY RICHT OF WAY SHALL EXTEND 5' BEYOND THE EDGE OF THE PAYED SHOULDER, BACK OF CURBL OR TO THE HIGHWAY RICHT OF WAY LINE.
- 10. ENCASDIENT PLACED ACROSS CONTROLLED ACCESS RICHT OF WAY SHALL EXTEND TO THE HICHMAY RIGHT OF WAY LINES.

	WATER CONSTRUCTION NOTES: NOTE: CONTRACTOR TO VERRY ALL DISTING UTLITY INVEST AND LOCATIONS. DATE: CONTRACTOR TO VERBY ALL DISTING UTLITY INVEST AND EXCEPTIONES.	OTY:
- ∞-	1) HOT TAP EXISTING 24" CARLAC WATER MAIN WITH 16" FLANCED OUTLET AND 16" CATE VALVE PER RCSD STO, DWG. W1260, FULLY WELDED RESTRAINED JOING, FOR RCSD STD, DWG. W1240. TRENCH AND BACKFILL PER RCSD STD, DWG. (22).	1 64
	2 INSTALL 16" DUCTILE IRON BUTTERFLY VALVE PER RCSD STD DWG. W1030. THRUST BLOCK PER RCSD STD. DWG. C40	3 EA
	3 HISTALL 16" PVC C-900 (DR-18) WATER MAIN PER RCSD STANDARDS. JOINTS RESTRANDD PER THRUST BLOCKS PER RCSD STO. DWG. G40. TRENCH AND BACKFILL PER RCSD STO. DWG. C20.	958 UF
₩	4 INSTALL 6" COMMERCIAL FIRE HYDRANT PER RCSD STD. DWG. WIDSO	3 EA
4	(5) INSTALL 16"X16" DUCTILE IRON (CLASS 350) 90" ELBOW WITH THRUST BLOCK PER RCSD STD. DMG. G40	Z EA
•	6 INSTALL 2" AIR VALVE PER RCSD STD. DWG. W107D	2 EA
 	7 JACK AND BORE PER UNION PACIFIC RAILROAD SPECIFICATIONS, INSTALL 16* CML&C ASTM ASS (0.375* THICK) WATER MAIN PER RCSD STANDARDS. WELDED	118 UF
⊢ •	JOINTS AND RESTRÂNED TRANSITION COUPLINGS TO CO FROM PYC TO STEEL WITH 36" DIA. (0.75" WALL THICKNESS) STEEL PIPE CASING PER UNION PACIFIC RALROAD SPECIFICATIONS. SEE ENCASSINGHT REQUIREMENTS ON SHEET 1.	;

(8) INSTALL 16" RESTRAINED BLIND FLANCE PER RCSD STD. DWG W1240. 1 EA 9 INSTALL 2" DOWESTIC WATER SERVICE, METER AND METER BOX PER I EA

(1) INSTALL 16"X16" DUCTILE IRON (CLASS 350) 11.25" ELBOW WITH THRUST BLOCK 4 EA PER RCSD STD. DWG. C40

(12) INSTALL 16"X16" DUCTILE IRON (CLASS 350) 22.5" ELBOW WITH THRUST BLOCK 3 EA

(13) PROVIDE JOINT RESTRAINT PER DETAILS ON SHEET 3.

AS NOTED RUBIDOUX COMMUNITY SERVICES DISTRICT WATER IMPROVEMENT PLAN FOR PARCEL MAP NO. 37528 PHASE I CHECKED R.S. TITLE SHEET

OF 5 SHEETS R.C.S.D. PLAN No.



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OFFICER CAMPAIRE, LORGE, ON PROSPECTS SAY, BY SERVER AS AND SHAPE TO SAY FRACTION.

O Plateous Contrainty Services Ob-Engineering, CN-1 of Bookw Location, Acetas Valley, CA 9280 Reases: I have reagained the disc Contact Info: through the disc DIRECTOR OF ENGINEERING, SCE 46798

APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR GONSTRUCTION: DATE BY VOID AFTER ONE YEAR ERROW THIS DATE REVISIONS



N. T.F.
T.W. G. M.B.
S.F.
(0.00)
B.O.W.
T.G.
D.L.P.L.
V.P.L.
PROP.L.
EXIST.
EXI

-BEGINNING OF CURVE
-BUD OF CURVE
-BUD OF CURVE
-COM PORT
-TOP OF PIPE
-BATTEO OF GRADE
-TOP OF FOOTING
-TOP OF FOOTING
-TOP OF FOOTING
-TOP OF STALL
-SOLVINE FET
-DISTING ELEVATION
-BOTTOM OF WALL
-TOP OF GRATE
-MATURAL GRADE
-DUCTILE IRON PIPE
-DUCTILE IRON

-OUCTILE IRON PPE
-HORIZONIAL POINT OF INFLECTION
-VERIFICAL POINT OF INFLECTION
-PROPOSED
-EASTWENT
-EASTWENT
-RUBBOUX COMMUNITY SERVICES DISTRICT
-FIRE HYDRANT
-OUMESTIC WATER SERVICE
-BULDING
-BULDING
-BULDING
-BULDING

FOSTING PIPELINE

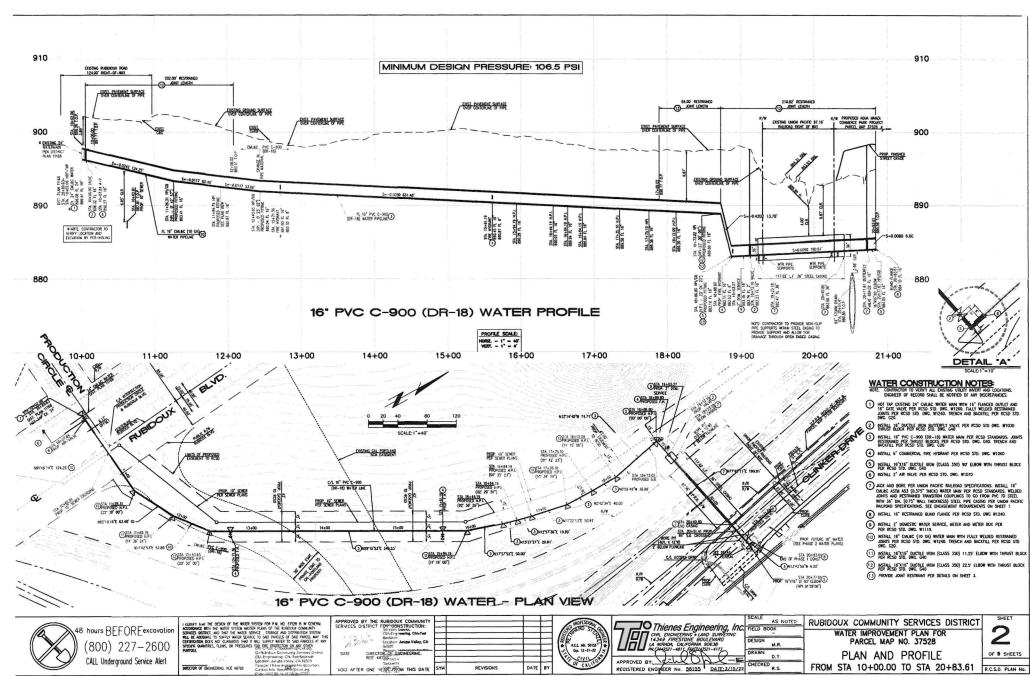
FIRE HYDRANT ASSY. PER RCSD STD DWC W1050 DR W1060

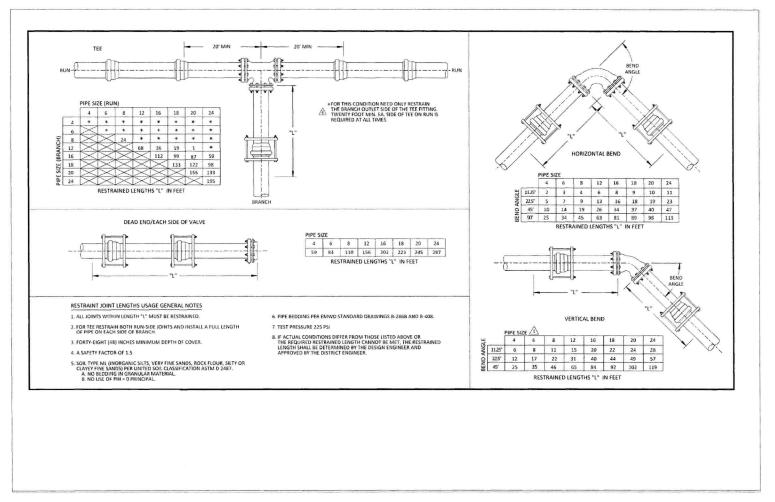
THRUST PROTECTION PER RCSO

SERVICE INSTALLATION PER RCSD STD. DWG. W1100.

WATER QUALITY SAMPLE STATION PER RCSO STD. DWG. W1120

REND FLANCE





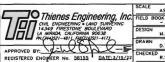
ALL VALVES SHOULD BE RESTRAINED ON EACH SIDE AS IF THEY WERE DEAD ENDS (SEE ABOVE)



CONTROL HAS THE ORDER OF THE WAITE STORM FOR THE ALL STATE & IN CONTROL TO THE ALL STATE & IN CO







AS NOTED D.T.

RUBIDOUX COMMUNITY SERVICES DISTRICT WATER IMPROVEMENT PLAN FOR PARCEL MAP NO. 37528 RESTRAINED JOINT LENGTH DETAILS

OF 5 SHEETS R.C.S.D. PLAN No.

TED BUCKWICH THE HIS KWITH RUBIDOUX COMMUNITY SERVICES DISTRICT 3590 RUBIDOUX BLVD DRUBA VALLEY CA 92500

Attached is your conjust copy of our Agreement, fully recented on heisalf of the Raliceal Company. When you or your representative raters the Ralicead Company's property, a crey of this fully-executed document must be available as the out-to-be document must be available as the out-to-be document.

In accordance with the trens of the Agreement, you are required to metily following. Bailened Company's field representative, Matagar of Sugast Maintenance, and the Helverinestanceations ("Coll Before You Buy's marker a less 10 days in advance of the day was plan to entiring the right of way for forther antiversion and appearsh in commonace construction."

sunications ("Call Refore You Dig"): 1-800-336-9193

As an additional user, the top of the casing must be a minimum of two feet below any assisting filter optic cable. Any open excavation required within five feet of the filter optic cable must be due by hand.

All feature insurance notices should be forwarded to my attention per the address below with the Feider member identified.

Real Intate Department Folder No. 03248-43 Union Preffix Railroad Company 1400 Deuglas Street STOP 1600 Oncala, NE. 68179-1690

Kendwely Van St. Analysi Contracts - Real Farate Frank - Marit Josephane Phone - 602) 514-8571

PIPELINE CROSSING

Mile Post: 6.75, Crestmore Industrial Lead Location: Crestmore Spor, Riverside County, California

THIS AGREEMENT ("Agreement") is made and extend into an of November 19, 2020,
"Effective Data") by and between UNION FACIFIC RAILROAD COMPANY, a Delaware computation, ("Locanes") and BUBHOUX COMMUNITY SERVICES DISTRICT, to be addressed at
3590 Rubshow Rind, Jerupa Valley, California 2020 ("License")

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

Article L. LICENSOR GRANTS RIGHT.

A. In constitution of the forms for to be paid by Lorenze set forth below and in further controlled or the reconstitutes of the forms for to be preferred by License, License Inselzy grains to the form of the controlled or the reconstitution of the reconstitution of the product forms of the form of the forms of the form of the forms of the fo

II. Licenses represents and warrants that Licenser's Facilities will (i) only be used for our (I) 16 inch steal water pipeline crowing mousest in a 36 inch steel costing, and (ii) not be said to consey any other substance, any fifter optic cable, or for nor other use, whather such use is sumerly to hallonginally possible, or whether such use may once after use strongering the life of this depresent.

C. Licence acknowledges that if it is its contrastor provides License with digital imagery depositing Licensee's Facilities ("Digital Imagery"), Licensee authorities Licensee to use the Digital Imagery is proparing Kishibit A. Licensee represents and warrants fast through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensee to use the Digital Imagery in said minner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licenser a cess-time License For of Four Thomsond Two Hundred Staty Dollars (\$4,266,00).

Article 1. TERM.

This Agreement shall take effect as of the Effective Date first barrent written and shall continue in bill force and effect until terminated as provided as the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Societion (FAMILIA).

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Lionwer represents and warrants that all work on Lionwee's Facilities performed by Lionwer or its contractors will structly comply with all tense and conditions set forth herein, including the Grand's Tense and Conditions, statedhol herein as Echielit B and naide a post become

Article 5. INSURANCE.

A. During the terms of this Agreement, Lucentee shall fully comply or cause the contracture() to fully comply with the resource requirements described in Kulhibi C, attached between the part harrof. Upon request only, Licensee shall be read copies of all measures described in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance hability audier limiting its ability to obtain imagrance in compliance with Exhibit C of this Agreement, those scanors shall apply.

Article 6. DEFINITION OF LICENSEE.

La meter I contains, as homelous, offices, again said employees, and often are good fits at the Laconev Contains, as homelous, offices, again said employees, and often setting said fit or fore the contains, as homelous, offices, again said employees, and often setting said fit or fore Laconev Fernifices (said) employees and subsequent reforem, musterance, and/or repair work), then Laconev fash provide a copy of fits Agriment is in Contactally) and require a work, then Laconev fash provide a copy of fits Agriment is in Contactally), and require work, then Laconev fash figure in the Contactal Contains and conditions as Laconev to equate to learner, cleans, and more laconev to contain a contains and conditions as Laconev to equate to learner, cleans, and more laconev to contain a contains and conditions as Laconev to equate to learner, cleans, and more laconev to contain a contains and conditions as Laconev to equate to learner, cleans and more laconev to contain a conditions as Laconev to equate to learner, cleans and more laconev to contain a contains and conditions as Laconev to equate to learner, cleans and more laconev to contain a contains and conditions as Laconev to equate to learner, cleans and more laconev to contain a contains and conditions as Laconev to equate to learner, and conditions as Laconev to equate the contains and conditions as a condition and contains and conditions as a contains and conditions as a contains and conditions and conditions are contained as a contains and conditions and conditions are contained as a contains and conditions and conditions are contained as a contained and conditions and conditions are contained as a contained as a condition and conditions are contained as a contained a

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

If Intention on other court action or similar adjustantity proceeding is underliken by Lecense or Lecensor to onlive as regists under this Agreemen, all feet, come, and expense, randading, without limitions, reasonable alternets, be and doorst const, of the prevailing Party in such action, with or proceeding shall be randamend or paid by the Party against whose sunsets the judgment or document is restricted. The processions of the Article dual arrows the hermostance of the Agreement on presented.

Article 8. WAIVER OF BREACH.

The warver by Liconsor of the breach of any condition, consenue or speciment herein contained to be tope, observed and preformed by Lucineev sholl in no way impair the right of Liconsor to avail feet for any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licence shall not assign this Agroment, in whole or in part, or my rights been guared, while not be written constant of Licenset, which must be repeated in writing by Licenset. Any assignment of the part of

Upon Licenser's nettien evenent to any assignment, this Agreement will be binding upon and to the benefit of the parties thereto, vaccessors, here, and assignt, executors, and administrators.

Article 19. SEVERABILITY.

Any provision of this Agreement which is determined by a count of competent jurisdation to be involved or unconferciable that the involved or numerical conference only to the nations of such determination, which shall not invalidate or there is no recognition of the provision of this Agreement.

Article II. NOTICES.

Brown Learners, commencement of and protecting trapical coals. Exhibit 8, 48 other notices required by this Agenteria and to be receipted and plant of the protection of the p

If to Licensor: Ution Pacific Railroad Company
Am. Aradyn - Rail Point Unites (Folder No. 61248-43)
1600 Ouaglas Steet, MS 1690
Omalu, Nebenska 08179

15 to Licenson RURIDOUX COMMUNITY SERVICES DISTRICT 2590 Rubidoux Blvd.

Article 12. SPECIAL PROVISION - CONSTRUCTION OBSERVATION.

Lucture requires Licensec to provide monitoring of tracks and construction discretation through Lucinor approved observer annual below during all construction and installation work. Lucenser is to directly coordinate previous with the numed inspectation.

Bailpros Field Services
Email: RP_Utility@zailpros.com
Ploone (082)223-5271

IN WITNESS WHEREOF, the parties limits have caused this Agreement to be executed as of the date few hards switten

UNION PACIFIC RAILROAD COMPANY RUBIDOUX COMMUNITY SERVICES DISTRICT

By Comment

Name Princed for Britain per Traile.

PICROSSING

48 hours BEFORE excavation (800) 227-2600 CALL Underground Service Alert

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Thienes Engineering, Inc.

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RUBIDOUX COMMUNITY SERVICES DISTRICT WATER IMPROVEMENT PLAN FOR PARCEL MAP NO. 37528

> LICENSE AGREEMENT UNION PACIFIC RAIL ROAD

OF 5 SHEETS R.C.S.D. PLAN No.

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Section 3. NOTICE OF COMMENCEMENT OF WORK, EMERGENCIES.

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Section 7. LICENSEE'S PAYMENT OF EXPENSES.

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Serion 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

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Section 9. RESTORATION OF RAILROAD PROPERTY.

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Section 10. INDEMNITY

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- 13. Licenses shall reliant, defend, nederately, and held humber Licenses from and against any set of licens, even if generalises, femalised, we find, that directly ex militarily seem not set as a reliable to License's constraints, minimizen, mindistants, revisionally, and minimizen the second securitation, minimizen, mindistants, revisionally, presence, use, or opuration of Licenses's Fractions, michaeling, but not loosted the environmental set aliqued.

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- 3 Renoval of payonast from Railwad Property.
- 4. Any delays or interference with track or Railword's the caused by Laconsers active spear in Railword Property, including witness limitations the construction, monitoners, modification, reconstruction, report, cancerd, restoration, reference, reduction, reference or removal of Laconsect Facilities or new part factors, any extraless, labor, materials, explained or making in continuous theorems.
- 5. Right(s) or tramentous granted purvison to this Agreement.
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Section 11. TERMINATION: REMOVAL OF LICENSEE'S FACILITIES.

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B. In addition to the previous of Paragraps "A" above, the Agramant may be terminated by written serice given by other party, unflows cause, upon thinty (20) days written notice to the non-regulating party at the address hard in the "NOTICES" Armide of this Agramment. This Agreement will not terminate until Licenses complete with Peragraphs "C" and "D" of this Notion found below.

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- D. Televise factors consistent forms where the statements were because that provide the providence of the statements which are because the providence of the statements which are because the providence of the statement of the providence of the statement of the providence of the prov

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SERVICES DISTRICT FOR CONSTRUCTION:
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EXPLICATION

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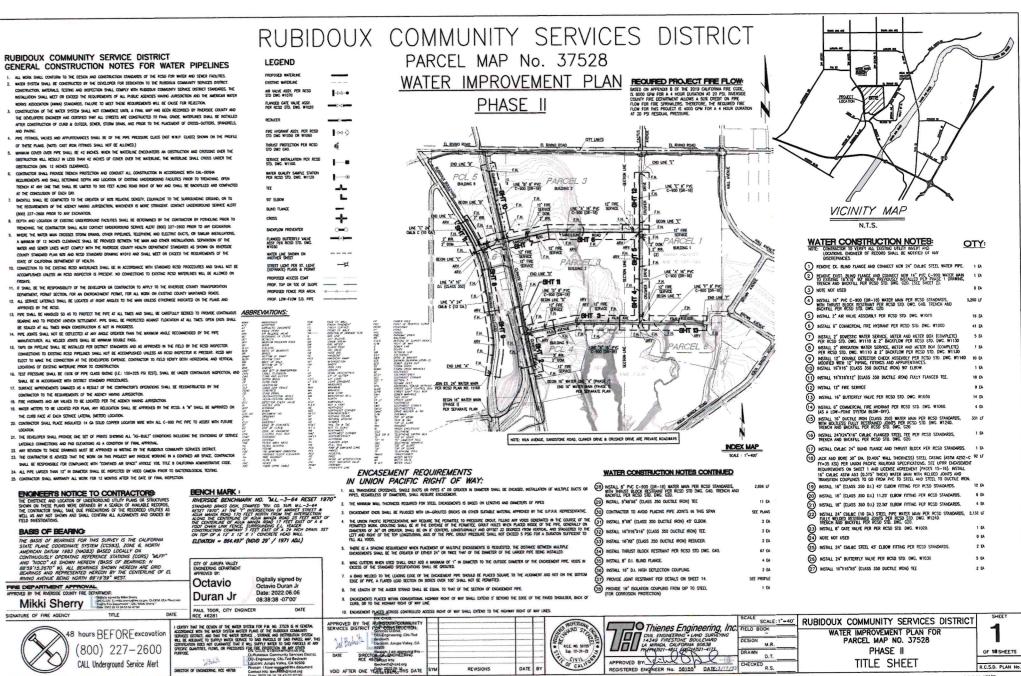
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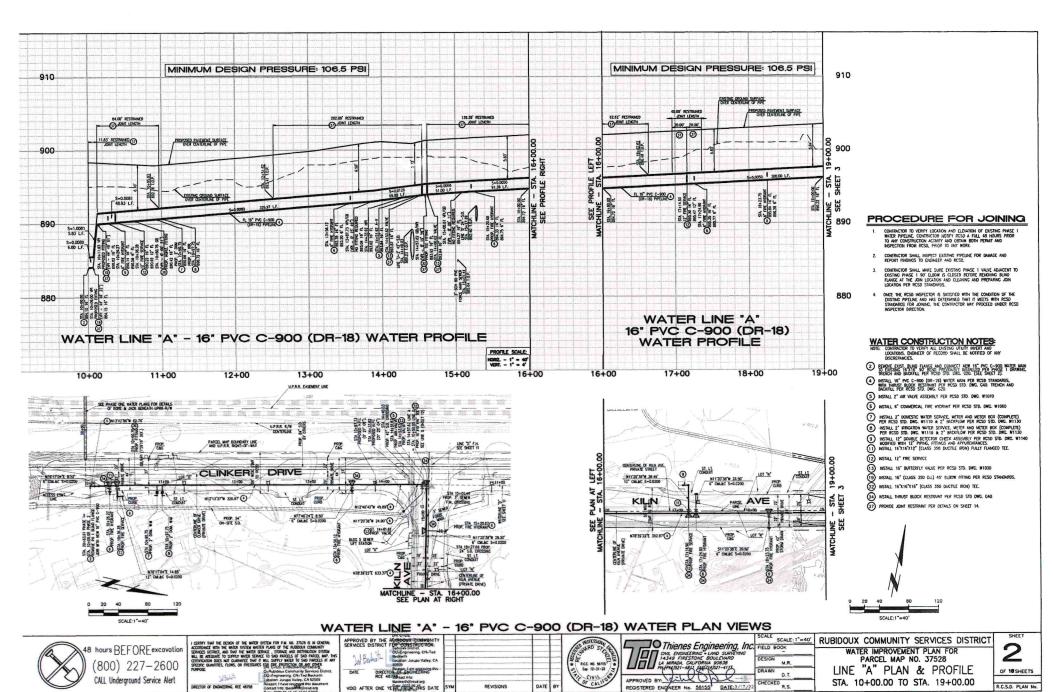
RUBIDOUX COMMUNITY SERVICES DISTRICT WATER IMPROVEMENT PLAN FOR PARCEL MAP NO. 37528 LICENSE AGREEMENT

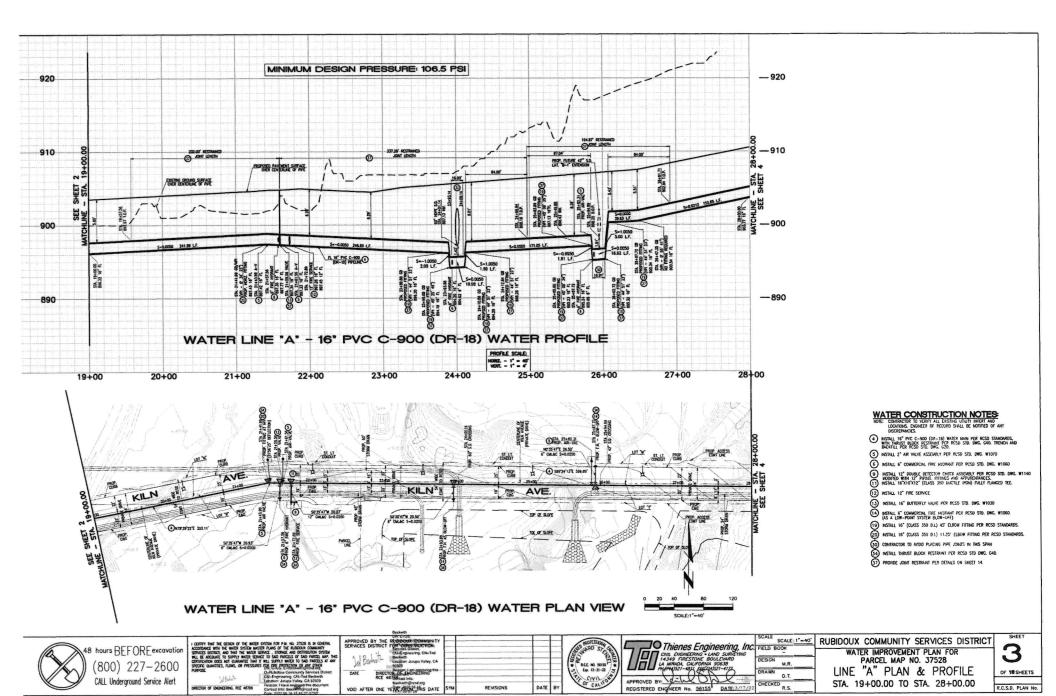
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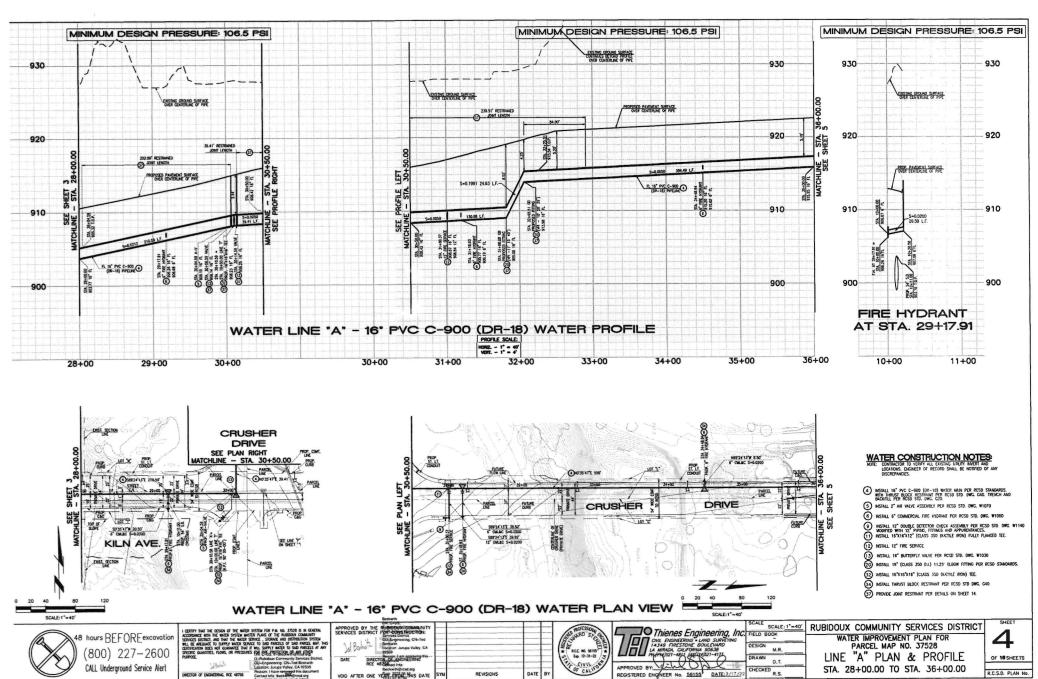
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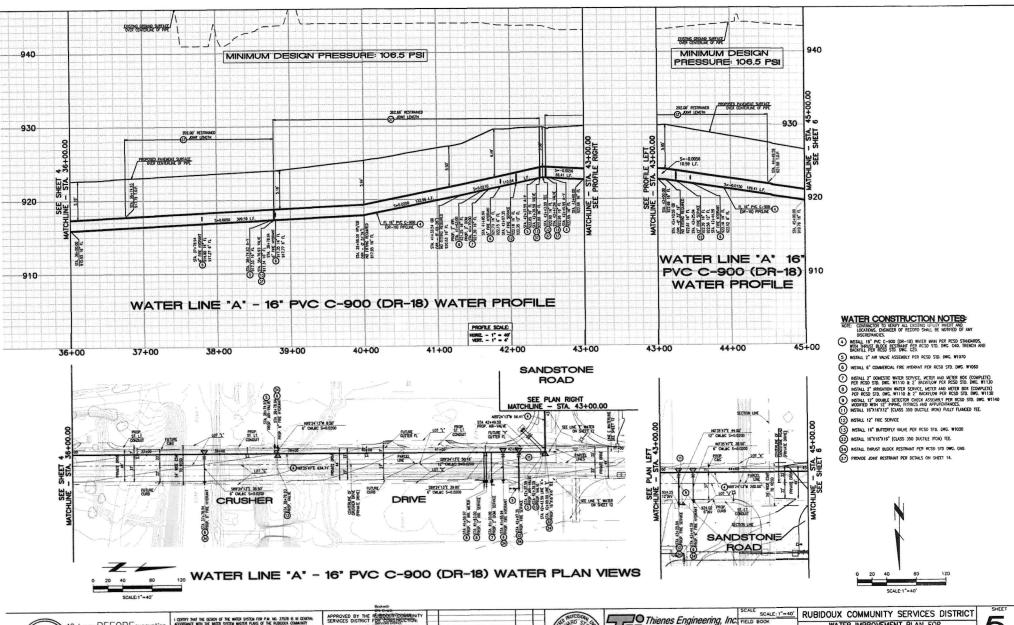
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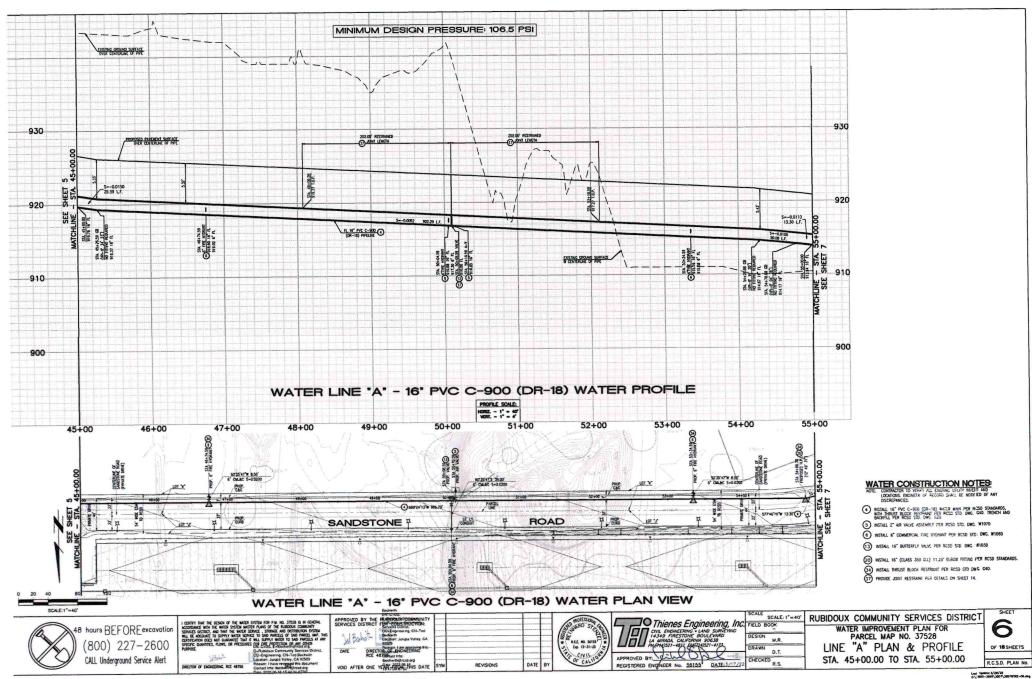
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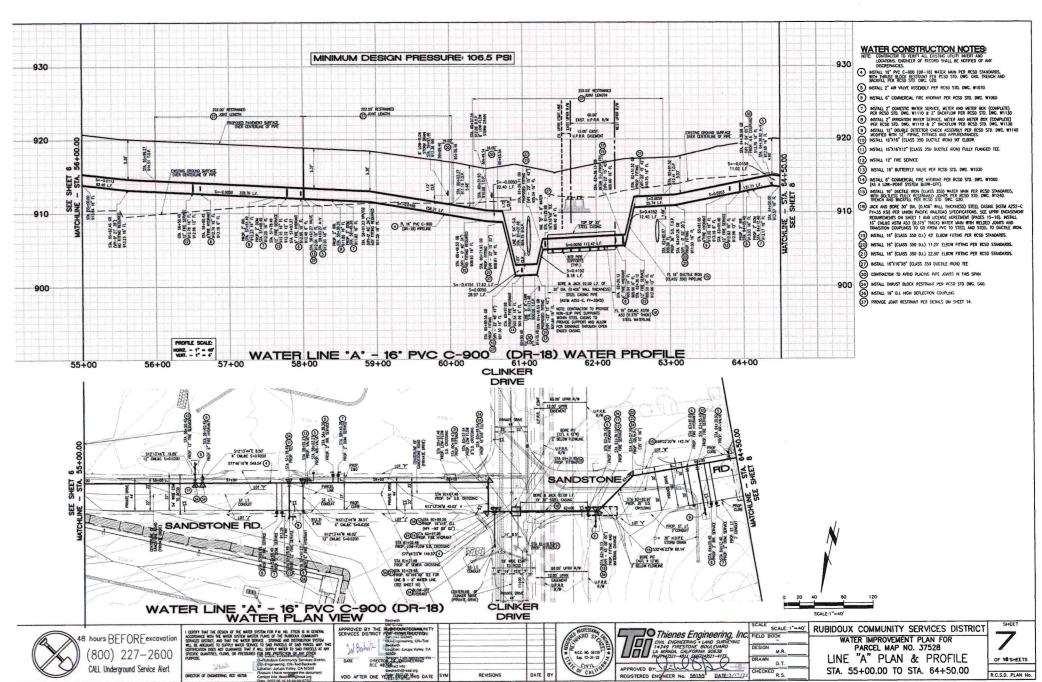
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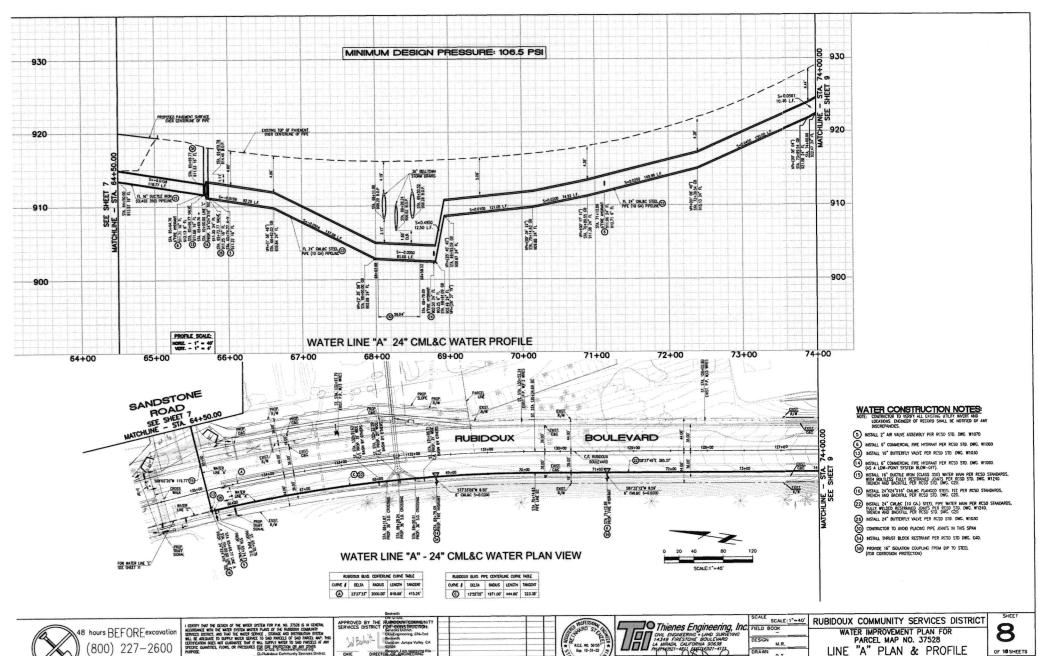
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R.C.S.D. PLAN No.







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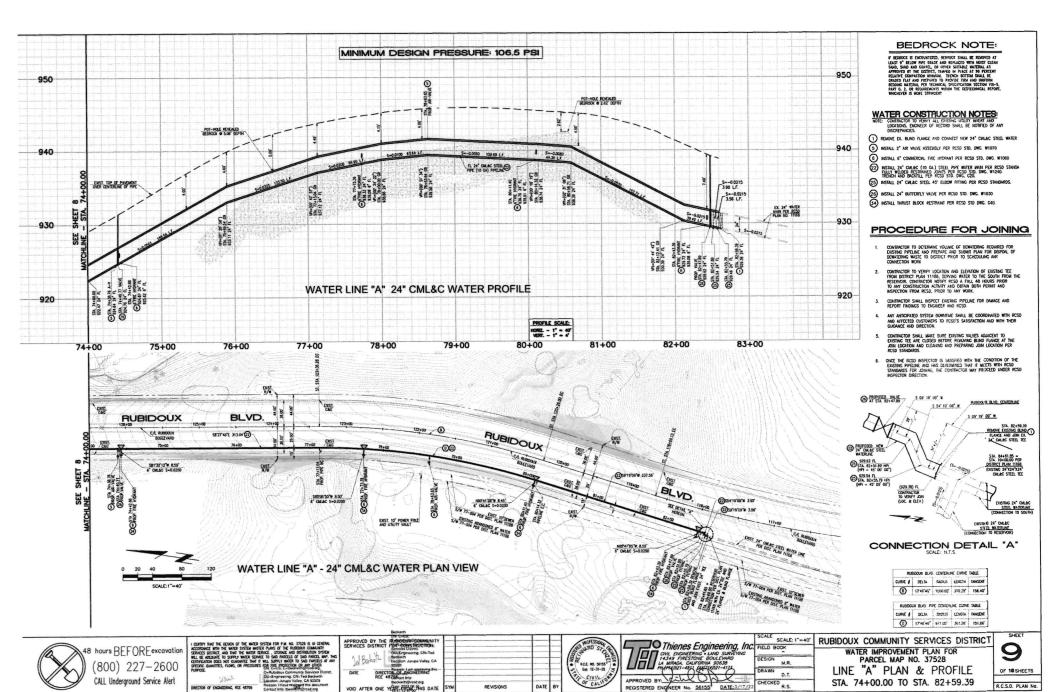
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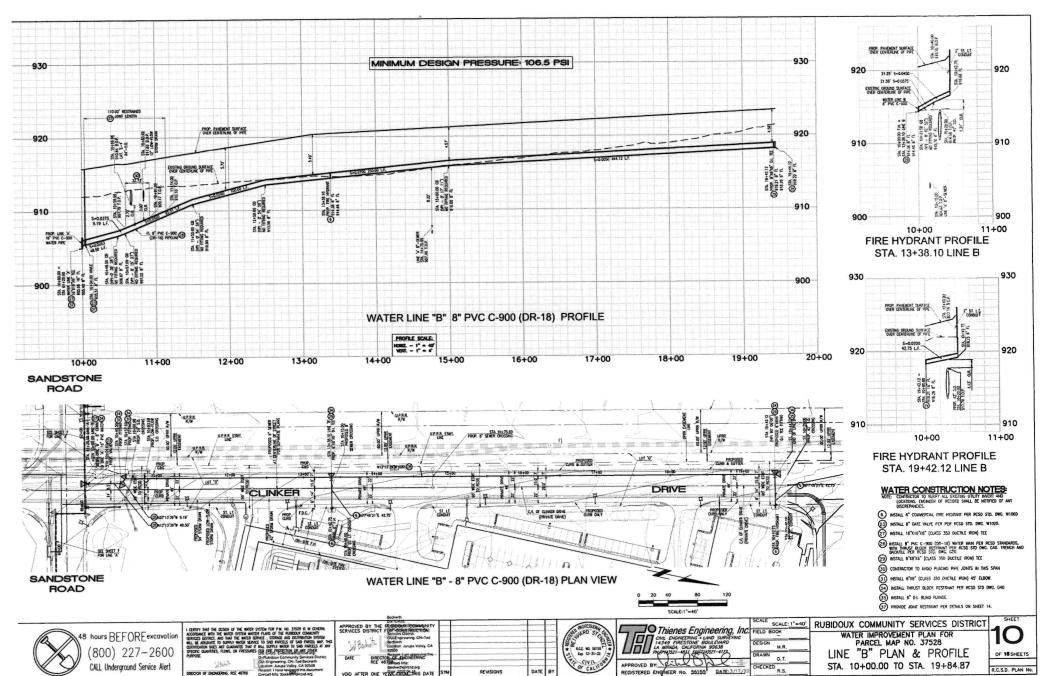
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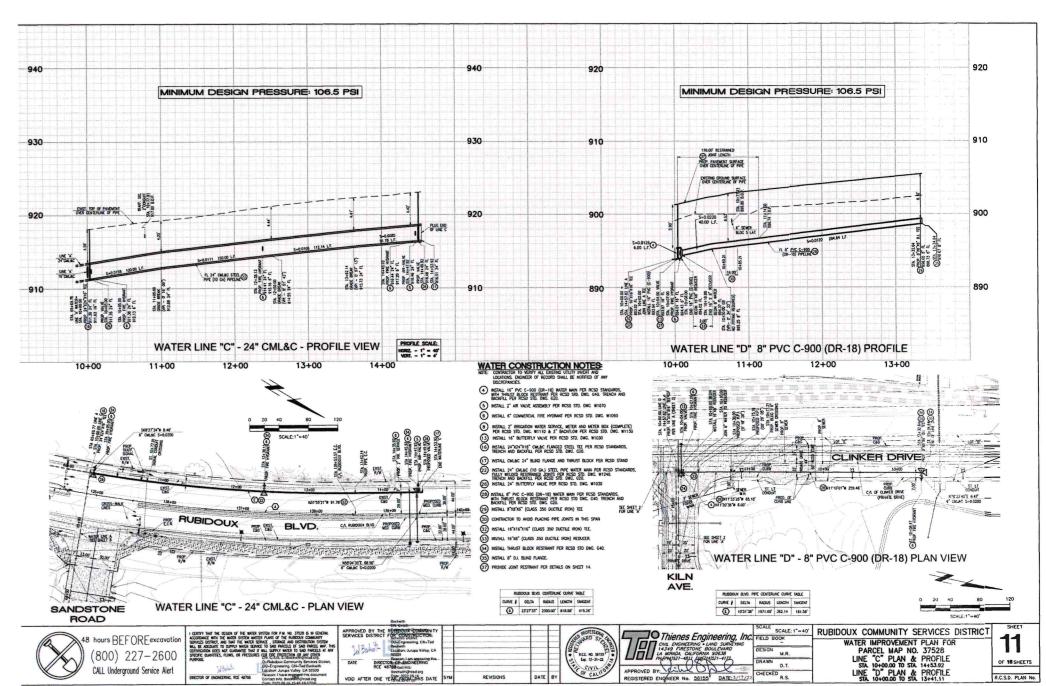
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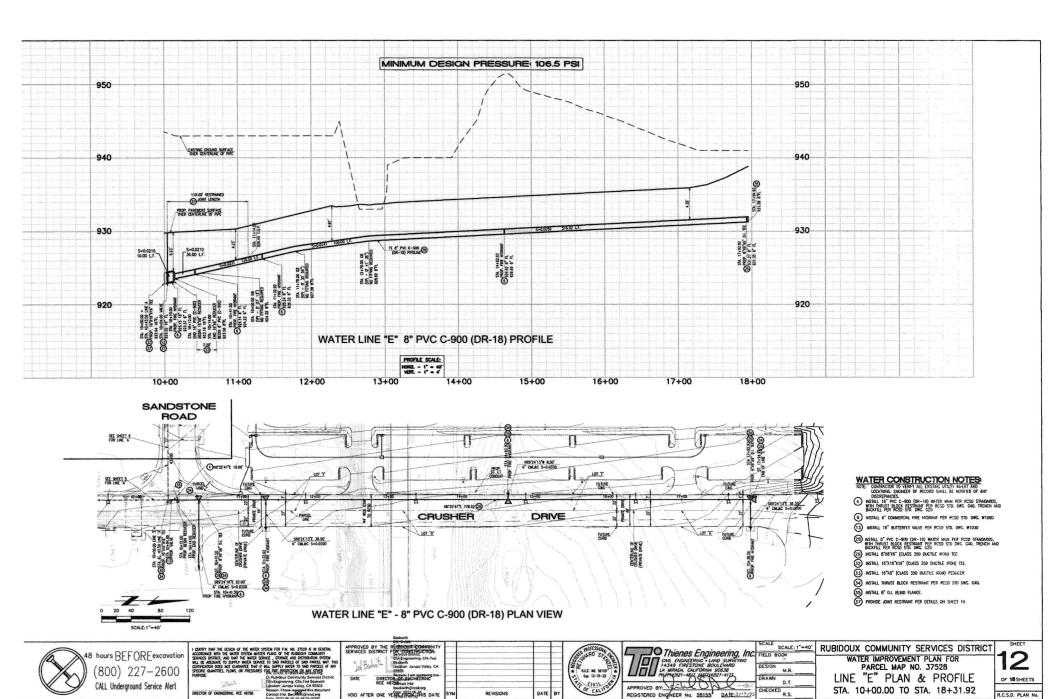
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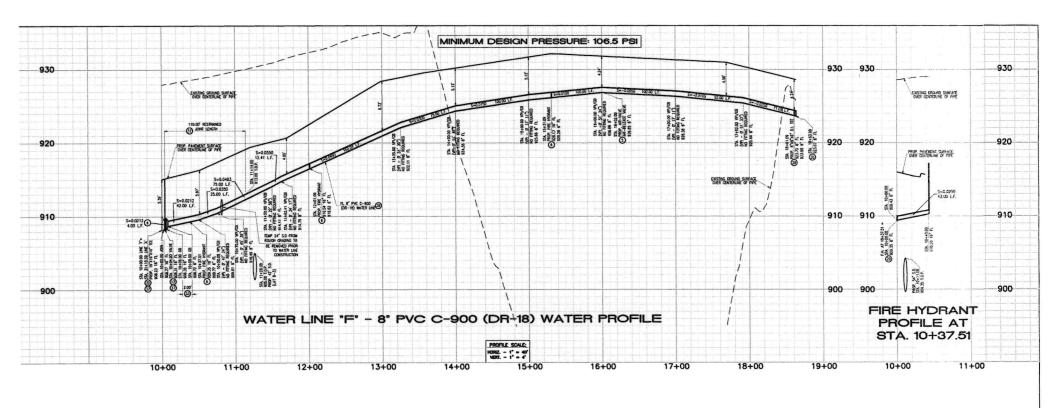
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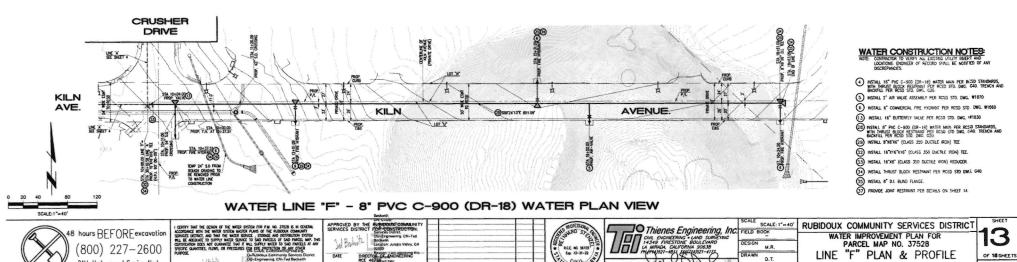












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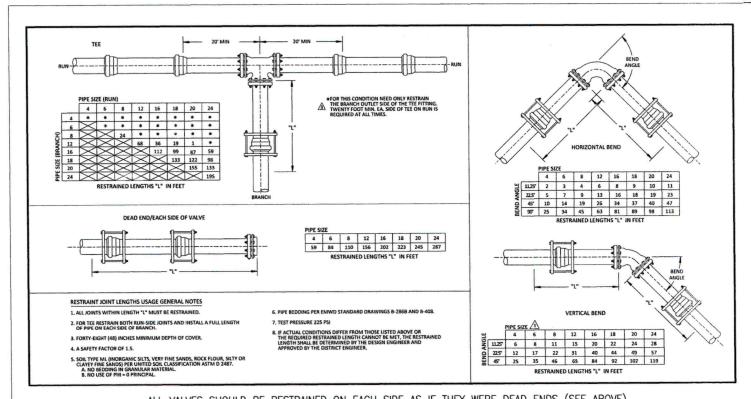
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RUBIDOUX COMMUNITY SERVICES DISTRICT
WATER IMPROVEMENT PLAN FOR
PARCEL MAP NO. 37528

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Sindaya STRAKE

Mile Post 7.14, Crestnere Ind Ld Location: Crestmere Spar, Riverside County, California

THIS AGREEMENT ("Agreement") is made and entered line as of February 68, 2022. "Effective Date: by and between ENION PACFIC RAILROAD COMPANY, I Delevate comparison, "Element" and RUBINOSX COMPUNITY SERVICES DISTRICT, to be addressed at 1850 Reckloses Bird, Jacops Volley, Coldenia 9230 ("Lettoner").

Article 1. LICENSON GRANTS RIGHT.

B. License represent and warrant that Elemen's Fallition will (i) only be used for one (ii) undergooned sixteen lack (ich) need possible user pipe reasoned in a shirty inch (PP) need carring pipeline contains, and (ii) need to also to ensure yar pitch and adones, any time one (and), need to any under one, whether such use to contently nethnodispically possible, or whether such user may event into existence down (in the of this Agreement).

C. Licenter actions beings that if it or its contractor provides Licenter with digital imagery depicting Licenter's Facilities ("Digital Imagery"), Licenter authorizes Licenter to use the Digital Imagery in priprincing Exhibit A Licenter represent and summer that through a licenter or otherwise, it has be right to use the Digital Imagery and its penulis Licenter to use the Digital Imagery in past's number.

This Agreement shall take office as of the Effective Date for herein written and shall gentime in full force and affect and persiment as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACELITIES' Socials of Exhibit B.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Electrice represents and warrants that all work on Licensee's Facilities performed by Licensee or its confinedors will strictly comply with all terms and conditions set footh herein, including the Omeral Terms and Londilions, reached never on Enable II and make a partierned.

Article 5. INSURANCE.

comply with the insurance requirements described in Eabstat C, effected in the distinct and made a part lipen request only. Literature shall send copies of all locustures dataseresism (e.g., continued and experience), etc.) to Licensor at the address based in the "NOTICES" Section of this Agreement.

If Licentee is subject to mainte(s) limiting its into one liability indice femiting its ability to in instantice in compliance with Exhibit C of this Agreement, these statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For process of the Agreement, all references to the Agreement in Victories in Victories (Victories) processing configurations and reviewing self-limits and included production and reviewing self-limits and included production and reviewing self-limits and included production and reviewing the results and reviewing the results and reviewing the results and provide as expect of the segmentate to the Committed and regist to require the requirements and prices in Processing and Provide as expect of the segmentate to the Committed and regist to require the requirements and ferrice in Profitted and Provided as the segmentation of Robbin Included and register to reference, referring an information to the segmentation of Robbin Included and references required to reference, referring an information to the segmentation of the results and confidences the results and r

Article 7. ATTORNEYS' PLES, EXPENSES, AND COSTS.

If the production of their court action is similar adjudicatory proceeding is undertain by License or License is enforce in right under this Agertesson, all feet, costs, and expensis, including, without limitation, resistently districtly of the action costs, of the prevailing Party in such action, the proceeding that the resistance of paid by the Party ageinst whose interest the judgment or decision is readered. The revisions of this Article will interest the resistance of this agreements.

The walver by Ukensor of the breach of any condition, coverant or agreement herein tentained to be kept, observed and performed by Ukensors shall to no way impact the right of Ukensor to result itself of our transity for now independent breach therein.

A. License shall not using the Agreement, in while or in part, or any rights berrie protei, the united counter of License, will show the requested in willing by License. Any assignment or intempted leaster of this Agreement on one of the right would be willing by License. Any assignment or intempted leaster of this Agreement on one of the right would be associated and an advantage of the control of the contr

B. Upon Licensor's written consent to any anagument, this Agreement will be binding upon and incre to the benefit of the parties thereto, nuccestors, beins, and anaign, executors, and administrators.

Acticle 10. SEVERABILITY.

Any provision of this Appearant which is determined by a court of competer jurisdiction to be mental or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or electrivise rather instifiction was on other provisions of this Appearant.

Article 11. NOTICES.

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Afte: Analysi — Real Exact Utilities (Feider No. 01264-64)
1800 Douglas Streen, MS 1690
Omnia, Nebrusia Ali 799

3950 Ruhidnov Blvd. Jurga Valley, California 92509

Article 12. SPECIAL PROVISION - CONSTRUCTION OBSERVATION.

License requires Licenses to provide monstraing of mails and continuation deservation through Licenses approved observer manual below during all construction and entail atom work. Licenses is to directly coordinate arranges with the animal impactors.

Rudpens Field Services Email: RP_1085via-ratheron.com Phone (627)215-5271

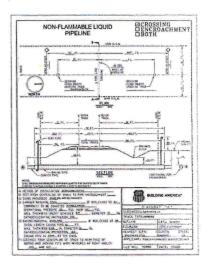
IN WITNESS WHEREOF, the parties bentle have caused this Agreement to be executed as of the date first bentle written.

Thomas Ledden

nr 19718 ... Tide General Manager

RUBIDOUX COMMUNITY SERVICES DISTRICT Name Present: Jeff Sinc

MY



Poster Coupling SCOSIS From Approach AVP Law

EXHIBIT B GENERAL TERMS AND CONDITIONS

Section I. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A: The foregoing past is subject and subrediture to the poles and coefficing right and editigation of known to our and material in order properly including the digit had power of known to communication, the report, or other withouts, popularly and excellentially suppose a central report of past of its property, all or my of which may be frely done, as my time or fitten by the holding to known or an any other power for consperation of endangers.

Section I. ENGINEERING REQUIREMENTS: PERMITS.

A. Licenter Extensive Contraction of the Contractio

C. If peeded, Livenore shall secure, at License's sole cost and expense, any and all may person required to perform my work on License's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES

B. Licentee shall not commonce any work until: (1) Licentee has distracted whether flagging or other specul procedure or untry measures ("Safey Massaces") are required for professions of the north parameter to be "FLAGGING" Seedice of the Abdiel B and proched Licence written subculation to commons until and (3) Licentee has complied with the "PROFICTION OF FIREX, OFFIC CARRES STATES Seeding of the Rabbie B.

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C. If, et any time, an emergency arises landing University Facilities, Licenses or its contractor shall immediately contact License's Response Management Communications Center at (MS) 877-7287.

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Date (2007) 06 14 15 45 56 5 07707

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DATE BY

Thienes Engineering, Inc. FIELD BOOK THERES ENGINEERING LAND SURVEYING

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APPROVED BY: REGISTERED ENGINEER No. 56155 DATE:3/17/25

SCALE: 1"=40" DESIGN DRAWN D.T. CHECKED R.S.

RUBIDOUX COMMUNITY SERVICES DISTRICT WATER IMPROVEMENT PLAN FOR PARCEL MAP NO. 37528 PHASE II UPRR LICENSE AGREEMENT

15 OF 16 SHEETS R.C.S.D. PLAN No. Agreement to document the Modification(s) in Licenser's Facilities on Relitina Property. If the Modifications exolic is Licenser's Facilities moving off of Facilities on Relitinal Property, this Agreement with receivable upon Licenser's transplation of the Modification(s) and in engineering controls which this receivable with the Modification(s) and in engineering controls within the Modification(s) and in engineering controls within the Modification(s) of C Asiabon Disputery without tributes Licenser into my belief to and upon temporal control and produce the Agreement of the Modification to the University Tradition.

Section 9. RESTORATION OF RAILROAD PROPERTY.

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Section 19. INDEMNITY.

- A. Definitions, As used in this Section:
 - "Licences" includes Licenson, its affiliates, its and their officers, directors, agents
 and employers, and other rational companies using Ratinard Property at or seasthe location of Licenson's installation and their officers, directors, agents, and

 - "Law" includes claims, sains, issues, loss, clamages (including panisive damages, statuliny damages, and exemplery damages), costs, charges, assentments, judgments, settlements, fines, damaged, soliton, canno of actions, force promises, interest, and expenses of any nature, beduding court costs, respectable attorneys'
- B. License shell release, defined, belemelly, and hold formless Licenses from and applient and the control of t
 - Bodily hans or personal injury (including any entodoral injury or discuse) in, or the dash of, any personals, including, but not limited to, kinemer, Licensor, any interconnectations correspons, or the appropriate, sub-sentencess, sub-subcontractors, or employers of the foregoing;
 - 2. Damage to or the disturbance, low, movement, or destruction of Railroad Property, including loss of one and dissinution in value, including, but not limited to, any intercommunications synchroly for fiber upper to called to not now Reload Property, any insperty of Licenses for Licenses, or any property in the case, quality, or crossly of Revenue or Licenses.

- 4. Any obigs or interferent with york or Rulmof's Use crossed by Leomer's enviry(m) on Rulmod Proputy, unlating without leadings the constraints, maintenance, medication, reconstration, region, remod, revision, reluction, or removal of Lieomer's Facilities or any part thereof, any atteints, blue, mannels, exponent, or machinery in conjunction thereofied.
- 5. Right(s) or interest(s) granted pursuant to this Agreement.
- Cordeaty escaping from Licensee's Facilities, including without limitation any actual
 or elleged pollution, continuination, breach, or environmental Loss;
- Licenses's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licenses of any representations and warranties Licenses has made in this Agreement, and
- C. THE FOREGOING GREATIONS SHALL AFFAY TO THE FIXLEST EXTENT PROMETED BY LAW TOO, THE ROBERT OF LEXTENSE TO LIGHTED BY LAW TOO, THE ROBERT OF LEXTENSE TO LORDS AND ALL ROBORD AND ALL ROBORDS AND

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

- A. If Licensee shots not use the right herein granted on Ulcrosser's Facilities for one (1) year, or If Licensee shots not use the right herein granted on Ulcrosser's Facilities for a year of the control of the production of this Agenteent for a year of the late with districts, included the Agenteent by whiten serious Licensee and the Agenteent States for late with districts, included this Agenteent by whiten serious Licensee and the Agenteent States for PAOFICES' Article of this Agenteent will not tornizate utild Licenses complies with Paugagels "Clause" of which Section found below.
- B. In addition to the provisions of Drangraph 'A' above, this Agreement may be terminated without makes given by rither party, without Guets, epon theiry (30) days written pedies to the new mining party at the address into in the "NOTICES" Article of this Agreement. This agreement with mininter mat I Literace complies with Paragraphs 'C' and 'D' of this Society found below.
- C. Price to the efficience state of any termination described in this Section, Licensee state autom to a second to the control of the control

Property not occupied by numbed and/or tracking ("Consent Decement"), liverage shall then poles the imposted Railcood Property to the stone or reasonably similar condition as it was price to Circumstal identification of Liverage's facilities, Property or proposes of this Senties, Liverage's (i) performance of the Removal/Mandatones (Work, cost (ii) protection and with Reinfaller the collectivity related to a fit

- D. Following Commer's completion of the Resourtion Work, Universe shall perside a submission conflictation from a Liverse as the address that is the "ADTECT Audition of the Approach of the Commercial Commercia
- E. In the event that License faith to complete any of the Restoration Work, License rate, but in set obligated, to perform the Restoration Work, Any such work anough performed by Licenser will be at the cost and a licenser perforance any of the Restoration Work, Licenser and the cost and a licenser perforance any of the Restoration Work, Licenser adult release Licenser from any and all Licenser licensers from the Restoration Work, Licenser adult release Licenser from any and all Licenser for the relative Licenser from the Restoration Work.

EXPOSITE INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Deceases shell (1) present and maintains and an accordance of the Contraction in Contraction in process and pointains, at their sole cost and the following insuspect convenges:

A. Commercial General Liability Insurance, Commercial general hisbidity (L.G.); were a limit of not leas than \$2.000,000 each occurrence and an aggregate healt of not leas than \$4.000,000 each occurrence and an aggregate healt of not leas than \$4.000,000.

Cold, insurance must be written on ISO occurrence from CG 50 61 12 04 (or a pubulizate from providing opposituate correnge).

The policy most also contain the following enderscorent, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contracted Liability Redirects ISO from CG 23-17-10-01 (or a solutifute form proving equivadent coverage) showing "Coron Pacific Relificaci Company-Property" as the Designated for Site.
- B. Besidess Antomobile Coverage Internate Business and coverage regime to ISO form CA (00 II 10 II to a whitened form providing equivalent belong coverage) with a limit or rate in \$2,000,000 for each accident, and coverage must include individual writing out of any unto functioning, owned, limit, and form-rand intola.

The policy must contain the following entorcontents, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE.

- "Coverage For Certain Operations to Connection With Rultmath" ISO fam. CA. 20:70:10:01 (no. n. substitute from presiding epicelated coverage) showing "Union Pacific Reviews Coupate Property" at the Designated Lob Site.
- C. Workers' Compensation and Employers' Liability Invarance, Covering main to liade but not be limited for
- + L iconsec's standary flability under the workers' compensation laws of the state(s) of facted by $A\Delta$
- Enoployers' Liability (Part B) with limits of se feast \$500,000 each accident, \$500,000 timese policy limit \$500,000 each englisher.

D. Entremental Union Insurance: Preferences Explicit styles and the special schools good, percept design, including less of use of insurance property or of privary expenses increase in the insurance property or of privary expenses increase in the investigation, therefore, an interest explicit increase in the investigation, the insurance property increases in the investigation with any less arrange from the insurance property increases and property and insurance. Also property in the insurance property insurance property in the insur

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Insurance mind apply as if each named insured were the only named insured, and separately to the intend insured against which claim it made or will be brought. Coverage shall be maintained to an exact of at least \$2,000,000 per loot, with an annual aggregate of least \$4,000,000.

Licensee warmens, that any remotive data hyplicable to III. Insusance coverage under the policy is the same no a procedur the Effective their of this degreement, and that constances exempt will be manifected for a gentle of five (5) years beginning time the line the work was their dis Appendix to conjected or if towerage in casciled for my treasum the policies insteaded discoursy period, if any, will be executed for the maximum time allower.

E. Bailmad Frederica Liability Insurance, Licensee must maintain for the dutation of acres "Rational Protection Liability" insurance written on ISO passesseem from CG 20 35 12 64 for week "Linial Printense Linkship" intensive within on DD counters from CCD 33.12 of the solution from producing geometric coverage, to be shall of Clearure to be small strated, with a last of red her than 25000000 per counterer and an aggregate of \$500000. The deficious of "Old CLEATURE" and "Printense and the strategy of the pulse, placing and continuous of "Old CLEATURE" and "Printense and the strategy of the pulse place of the pulse of the CLEATURE and "Printense and the pulse of the pulse of the pulse of the pulse of the Linear does not seem for the strategy of the pulse of the

Other Requirements

- II. Positive danages rachalos, if any, must be defend (and the deletion indicated on the confidence of immence), unloss (a) instance, coverage may not lawfully be obtained for any positive danage; that may note under this Agreement, or (b) oil pansive danages are prohibited by all sums in which this Agreement will be performed.
- 4. Excesses values all rights of recovery, and in forumes also waive all rights of schrogation of domages rapism (across and in sugers, effects, director, and employers for domages coursely by the worker's congruention and employers labeling or constructed control records to the surface of control and employers and empl
- All insurance policies must be wroten by a repetable insurance company accorable to License provide a control Board Insurance Guide Rading of A. and Class VII or better, and authorized to the business in the statesty in which the work is not be performed.
- K. The fact that insurance is obtained by Licentere will not be deemed to orient or diminish the isolitaly of Licentee, including, siting limitation, faithful under the indemnity previous of this Agreement. Durages reconsolled by Licentee from Licentee or any third purp will not be limited by the amount of the reprint insurance country.



TED BECKWITH TED BECKWITH
RUBIDOUX COMMUNITY SERVICES DISTRICT
1949 RUBIDOUX BLVD.
RURDA VALLEY, CA 92569

Proposed One (1) Underground Statem Inth (16") Start Peoble Water Dee Encared in A Thirty Inch (10") Start Casing Pipeline Creating of Railroad Property at Mile Post 7.14 on the Creatings In 6.1.5 at on one Creations Spare, Revenide Courty, California.

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

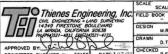
- Payment is the amount of Tive Thomasol Indices (\$5,000.00) in the and populie to Union.

 With Folder No. 822.644 seried on their decessors. If you require found belong, you may consider the left of their decessors. If you require found belong, you may remained the latter as a formal told and then \$4.001322 in this Crepositate's correct Indices Teappers (Indicational Southern.
- Ralloud Protective Etablity Insurance (RPLI) may be obtained from any linearnee company which offers such coverage. Union Partife has also worked with a national boder. March USA, to make possible PRII to you or your contractor. You can find additional information, promises sports, and application from or ingerments.com.

If you have any questions, please contact me al depeters02@up.com.

Parity Submed First Edge 1600 Course Street Saup 1000 Courts, Naturally 65179-1020 to 1600 Str 650





M.R. D.T. CHECKED R.S.

you

SCALE: 1"-40' RUBIDOUX COMMUNITY SERVICES DISTRICT WATER IMPROVEMENT PLAN FOR PARCEL MAP NO. 37528 PHASE II UPRR LICENSE AGREEMENT

SHEET 16 OF 18 SHEETS

48 hours BEFORE excavation (800) 227-2600 CALL Underground Service Alert

I CERTY THAT THE QUESTION THE WATER STEELING FOR ALL JOURNAL COMMISSIONS OF ALL COMPANIES.

CONCENTRATIONS OF THE WATER STEELING COMMISSIONS COMMISSIONS COMMISSIONS COMMISSIONS COMMISSIONS OF THE WATER STEELING, STEELING AND DESTREAMED STEELING AND EXPERIENCES STEELING COMMISSIONS OF THE WATER STEELING COMMISSI PARFOIL

OR RESIDENCE CONTRIBUTION STORES TO CONTRIBUTION STORES OF THE CONTRIBUTION STORES OF THE CONTRIBUTION STORES OF THE CONTRIBUTION OF DISCRETE CONTRIBUTION OF DISC

Les

CONTROL STORM CONTROL DIRECTOR OF ENGINEERING
RCE 48768 tact left VOID AFTER ONE YEAR FROM THIS DATE

APPROVED BY THE RUSDOUR COMMENTY SERVICES DISTRICT FOR CONSTRUCTION:

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5. CONSENT CALENDAR (continued)

D. **DM 2024-36**: Receive and File Statement of Cash Asset Schedule Report Ending March 2024

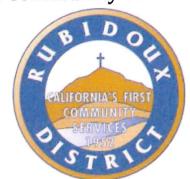
Rubidoux Community Services District

Board of Directors

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

General Manager

Brian R. Laddusaw



Water Resource Management

Refuse Collection

Street Lights

Fire / Emergency Services

Weed Abatement

DIRECTORS MEMORANDUM 2024-36

May 16, 2024

To:

Rubidoux Community Services District

Board of Directors

Subject:

Receive and File Statement of Cash Asset Schedule Report Ending March 2024

BACKGROUND:

Attached for the Board of Directors' consideration is the March 2024 Statement of Cash Assets Schedule Report for all District Fund Accounts. Year to date ("YTD") interest is \$879,902.75 for District controlled accounts. With respect to District "Funds in Trust," \$14,274.93 has been earned and posted. The District has a combined YTD interest earned total of \$894,177.68 as of March 31, 2024.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves) show a balance of \$14,306,409.71 ending March 31, 2024. This is \$146,676.96 MORE than July 1, 2023, beginning balance of \$14,159,732.75.

Further, the District's Field/Admin Fund current fund balance is \$777,194.68.

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

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

RECOMMENDATION:

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

Respectfully,

BRIAN R. LADDUSAW, CPA

General Manager

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

INVESTMENT SUMMARY - MARCH 31, 2024 CASH BASIS

		CA	OH BASIS			YTD	
	Beg. Balance 7/1/2023		YTD Int.	(Other Activity YTD	Balance 3/31/2024	Avg. Int. Rate
Operating Accounts	\$14,159,732.75	\$	323,185.07	\$	(176,508.11)	\$14,306,409.71	2.26%
Water Operating Reserve	4,350,030.08		117,914.61		-	4,467,944.69	2.64%
Wastewater Operating Reserve	594,121.20		16,104.62		-	610,225.82	2.64%
Water Replacement Reserve	925,390.63		20,643.86		(498,660.63)	447,373.86	4.61%
Fire Mitigation Reserve	3,509,799.71		93,210.04		13,381.55	3,616,391.30	2.58%
Wastewater Reserve	2,546,413.30		67,887.95		116,386.71	2,730,687.96	2.49%
Wastewater Replacement Res.	555,486.59		15,786.91		47,578.00	618,851.50	2.55%
Water Reserve	2,833,192.90		71,356.57		30,166.24	2,934,715.71	2.43%
COP Restricted	1,677,828.24		46,975.37		(184,057.88)	1,540,745.73	3.05%
Field/Admin Reserve	756,762.79		20,397.25		34.64	777,194.68	2.62%
Grant Restricted Reserve	53,917.61		1,461.53		-	55,379.14	2.64%
Project Admin Building	1,111,853.50		30,138.59		-	1,141,992.09	2.64%
Project Ops Building	2,023,136.18		54,840.38		-	2,077,976.56	2.64%
Funds in Trust	1,109,503.24		14,274.93		(8,116.33)	1,115,661.84	1.28%
Total Investments	\$36,207,168.72	\$	894,177.68	\$	(659,795.81)	\$ 36,441,550.59	2.45%

RUBIDOUX COMMUNITY SERVICES DISTRICT CASH ASSET SCHEDULE INVESTMENT ACTIVITY

FOR PERIOD JULY 1, 2023 THRU MARCH 31, 2024 CASH BASIS

FIRE MITIGATION

				LIK	MITIGATION				
DATE	INSTITUTION	INSTRUMENT	MATURITY	STATUS	PURCHASE / REDEEM	INT. <u>RATE</u>	INTEREST	PAR/ BALANCE	TOTAL
3/1/2024	Premier Bank Premier Bank Premier Bank	CD		Beg. Bal. Interest Redeem	660.21	4.88%	-	170,424.60 170,424.60 170,424.60	
3/31/2024	Premier Bank	CD	4/3/2024	Purchase	-			170,424.60	
3/1/2024 3/31/2024	Premier Bank Premier Bank Premier Bank	Checking Fire Mitigation		Beg. Bal. Activity End Bal.	-	0.00	-	8,835.50 8,835.50 8,835.50	
3/1/2024 3/31/2024	LAIF LAIF LAIF	Fire Mitigation		Beg. Bal. Interest Activity	7,335.00	4.30%	-	3,404,912.84 3,404,912.84 3,412,247.84	
				,				omit senseser time institutions	
3/1/2024	Premier Bank	Safekeeping		Beg. Bal Activity	-	-	660.21	24,223.15 24,883.36 24,883.36	¢ 2.616.201.20
3/31/2024	Premier Bank			End Bal.				24,003.30	\$ 3,616,391.30

CASH ASSET SCHEDULE INVESTMENT ACTIVITY

FOR PERIOD JULY 1, 2023 THRU MARCH 31, 2024

CASH BASIS

WASTEWATER CIP FUNDS

<u>DATE</u>	INSTITUTION	INSTRUMENT	MATURITY	STATUS	PURCHASE / REDEEM	INT. <u>RATE</u>	<u>INTEREST</u>	PAR/ BALANCE	TOTAL
3/1/2024 3/31/2024	LAIF LAIF LAIF	Sewer Mainline		Beg. Bal. Interest Activity	46,196.00	4.30%	÷	2,612,066.75 2,612,066.75 2,658,262.75	
3/1/2024 3/31/2024	CBB CBB CBB	Safekeeping		Beg. Bal Activity End Bal.	-	0.05%	9.03	72,416.18 72,425.21 72,425.21	\$ 2,730,687.96

CASH ASSET SCHEDULE INVESTMENT ACTIVITY

FOR PERIOD JULY 1, 2023 THRU MARCH 31, 2024

CASH BASIS

WATER CIP FUNDS

DATE	INSTITUTION	INSTRUMENT	MATURITY	STATUS	PURCHASE / REDEEM	INTEREST RATE	INTEREST	PAR/ BALANCE	TOTAL
3/1/2024	LAIF LAIF	Water Mainline		Beg. Bal. Interest		4.30%	_	2,729,212.73 2,729,212.73	
3/31/2024	LAIF			Activity	(46,262.30)	4.30%	-	2,682,950.43	
3/1/2024	Citizens Bus	CD		Bog Bol				225,000.00	
3/1/2024	Citizens Bus	CD		Beg. Bal. Activity	-	0.04%	-:	225,000.00	
3/31/2024	Citizens Bus Citizens Bus	CD	4/2/2024	Redeem Purchase	-	n/a		225,000.00 225,000.00	
3/1/2024	Premier Bank Premier Bank	Safekeeping		Beg. Bal. Activity	-	_	=-	1,670.97 1,670.97	
3/31/2024	Premier Bank			End Bal.				1,670.97	
0.14.1000.4	ODD	0-6-1		D D.I				05.004.40	
3/1/2024	CBB CBB	Safekeeping		Beg. Bal. Activity	-	0.05%	3.13	25,091.18 25,094.31	
3/31/2024	CBB			End Bal.				25,094.31	\$ 2,934,715.71

CASH ASSET SCHEDULE INVESTMENT ACTIVITY

FOR PERIOD JULY 1, 2023 THRU MARCH 31, 2024

CASH BASIS

OPERATING FUNDS

<u>DATE</u>	INSTITUTION	<u>INSTRUMENT</u>	MATURITY	STATUS	DEPOSIT/ WITHDRAW	INTEREST RATE	<u>INTEREST</u>	PAR/ BALANCE	TOTAL
3/1/2024 3/31/2024	Premier Bank Premier Bank Premier Bank	Checking-Gen.		Beg. Bal. Deposits Disbursements	2,546,405.01 (2,790,694.56)	0.00	-	375,831.00 2,922,236.01 131,541.45	
3/1/2024 3/31/2024	Premier Bank Premier Bank Premier Bank	Checking Property Tax		Beg. Bal. Deposits Disbursements	14,456.82 (6,200.00)	0.00	-	8,704.86 23,161.68 16,961.68	
3/1/2024 3/31/2024	Premier Bank Premier Bank Premier Bank	Checking-Sewer		Beg. Bal. Deposits Disbursements	321,672.70 (317,818.56)	0.00	-	7,715.72 329,388.42 11,569.86	
3/1/2024 3/31/2024	Premier Bank Premier Bank Premier Bank	Checking-Water		Beg. Bal Deposits Disbursements	1,386,499.41 (1,848,918.14)	0.00	-	971,555.18 2,358,054.59 509,136.45	
3/1/2024 3/31/2024	Bank of America Bank of America Bank of America	a		Beg. Bal Deposits Disbursements	3,000.00	0.00	0.64	1,248.58 4,249.22 4,249.22	

CASH ASSET SCHEDULE INVESTMENT ACTIVITY

FOR PERIOD JULY 1, 2023 THRU MARCH 31, 2024

CASH BASIS

OPERATING FUNDS

<u>DATE</u>	INSTITUTION	INSTRUMENT	MATURITY	<u>STATUS</u>	DEPOSIT/ WITHDRAW	INTEREST RATE	INTEREST	PAR/ BALANCE	TOTAL
3/1/2024 3/31/2024	Premier Bank Premier Bank Premier Bank	Operations Safekeeping		Beg. Bal Deposits Disbursements	-		-	276,342.99 276,342.99 276,342.99	
3/1/2024 3/31/2024	LAIF LAIF LAIF	Gen. Fund-Prop Tax Qtrly. Interest		Beg. Bal. Interest Activity	410,665.00	4.30%	-	10,583,294.83 10,583,294.83 10,993,959.83	
3/1/2024 3/31/2024	LAIF LAIF LAIF	Water Op. Qtrly. Interest		Beg. Bal. Interest Activity	(259,748.16)	4.30%	-	1,167,370.96 1,167,370.96 907,622.80	
3/1/2024 3/31/2024	LAIF LAIF LAIF	Sewer Op. Qtrly. Interest		Beg. Bal. Interest Activity	(52,196.00)	4.30%	-	1,507,221.43 1,507,221.43 1,455,025.43	\$14,306,409.71

CASH ASSET SCHEDULE INVESTMENT ACTIVITY

FOR PERIOD JULY 1, 2023 THRU MARCH 31, 2024

CASH BASIS

RESERVED FUNDS

					DEDOOIT	WITEDEAT		D.D.	
<u>DATE</u>	INSTITUTION	INSTRUMENT	MATURITY	<u>STATUS</u>	DEPOSIT/ WITHDRAW	INTEREST RATE	INTEREST	PAR/ BALANCE	<u>TOTAL</u>
3/1/2024	LAIF	Water Op. Reserve		Beg. Bal.				4,467,944.69	
3/31/2024	LAIF LAIF	Qtrly. Interest		Interest Activity	-	4.30%	-	4,467,944.69 4,467,944.69	
3/1/2024	LAIF LAIF	Water Replacement Qtrly. Interest		Beg. Bal. Interest		4.30%	_	474,363.40 474,363.40	
3/31/2024	LAIF	Quiji intolost		Activity	(26,989.54)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		447,373.86	
3/1/2024	LAIF	Wastewater Replace	ment	Beg. Bal.				618,851.50	
3/31/2024	LAIF LAIF	Qtrly. Interest		Interest Activity	-	4.30%	-	618,851.50 618,851.50	
3/1/2024	LAIF LAIF	COP-Payback Qtrly. Interest		Beg. Bal. Interest		4.30%		1,540,745.73 1,540,745.73	
3/31/2024	LAIF			Activity	-			1,540,745.73	
3/1/2024	LAIF LAIF	Grant-Trash		Beg. Bal.		4.30%		55,379.14 55,379.14	
3/31/2024	LAIF	Qtrly Interest		Interest Activity	-	4.30%	-	55,379.14	
3/1/2024	LAIF	Field/Admin Bldg.		Beg. Bal.				777,194.68	
0/04/0004	LAIF	Qtrly Interest		Interest	<u>.</u>	4.30%	-	777,194.68 777,194.68	
3/31/2024	LAIF			Activity	-			777,194.00	
3/1/2024	LAIF	Wastewater Op. Res	erve	Beg. Bal.				610,225.82	
3/31/2024	LAIF LAIF	Qtrly. Interest		Interest Activity	-	4.30%	-	610,225.82 610,225.82	
3/1/2024	LAIF LAIF	Project Admin Bldg Qtrly. Interest		Beg. Bal. Interest	-	4.30%	-	1,141,992.09 1,141,992.09	
3/31/2024	LAIF	·		Activity	-			1,141,992.09	
3/1/2024	LAIF	Project Ops Bldg		Beg. Bal.				2,077,976.56	
3/31/2024	LAIF LAIF	Qtrly. Interest		Interest Activity	-	4.30%	-	2,077,976.56 2,077,976.56	\$11,737,684.07
3/3 1/2024	LAIF			Activity	-			2,011,010.00	Ψ11,101,004.01

CASH ASSET SCHEDULE INVESTMENT ACTIVITY

FOR PERIOD JULY 1, 2023 THRU MARCH 31, 2024

CASH BASIS

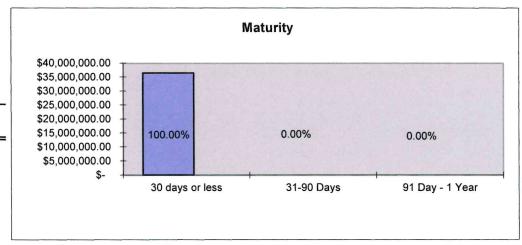
			FUNI	DS IN TRUST				
<u>DATE</u>	INSTITUTION	INSTRUMENT MATURITY	STATUS	PURCHASE / REDEEM	INTEREST RATE	INTEREST	PAR/ BALANCE	TOTAL
3/1/2024	U.S. Bank	COP's Refunding-Series 1998 Install Sale	- 740 444 00	-	4.79%	- 04.50	748,079.56 748,079.56	
3/31/2024		Reserve-LAIF (From US Bank)	748,141.09	-	4.79%	61.53	748,141.09 748,141.09	
3/1/2024	Premier Bank	Fiscal Agent-SRL MN Plant	Beg. Bal Deposits	_	0.073%	46.69	367,474.06 367,520.75	
3/31/2024	Tremer Bank		Disbursements	-	0.07370	40.03	367,520.75	\$ 1,115,661.84
				TO	TAL CASH FUN	IDS		\$36,441,550.59

RCSD PORTFOLIO HOLDINGS REPORT MARCH 31, 2024

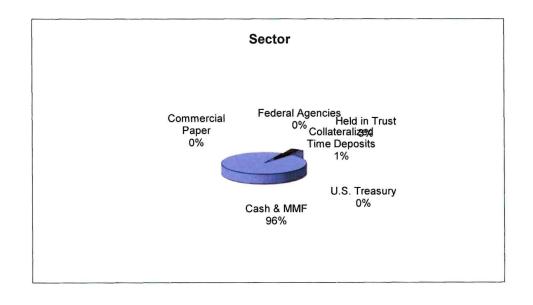
Issuer	<u>Maturity</u>	Acquisition Cost	Current Market	Gain/Loss	Yld Mat
AGENCY				-	~
U.S. TREASURIES		-	-	-	-
COMMERCIAL PAPER		-	-	-	-
FUNDS IN TRUST		\$ 1,115,661.84	\$ 1,115,661.84		
COLLATERALIZED TIME DEPOSITS					
Premier Citizens Business Bank	4/3/2024 4/2/2024	\$ 170,424.60 225,000.00	\$ 170,424.60 225,000.00		4.88% 0.04%
Subtotals		\$ 395,424.60	\$ 395,424.60	-	
CASH EQUIVALENT & MONEY MARKET LOCAL AGENCY INVESTMENT FUND (LAIF) DEPOSITS HELD WITH FINANCIAL INSTITUTIONS		\$33,847,753.15 1,082,711.00	\$33,847,753.15 1,082,711.00	-	4.30%
Subtotals		\$34,930,464.15	\$34,930,464.15		
GRAND TOTALS		\$36,441,550.59	\$36,441,550.59		

RCSD INVESTMENT PORTFOLIO MARCH 31, 2024

Maturity 30 days or less	<u>Assets</u> \$ 36,441,550.59
31-90 Days 91 Day - 1 Year	
Total	\$ 36,441,550.59



Sector	
Cash & MMF	\$34,930,464.15
U.S. Treasury	-
Federal Agencies	-
Commercial Paper	· -
Held in Trust	1,115,661.84
Collateralized Time Deposits	395,424.60
Total	\$ 36,441,550.59



6. CORRESPONDENCE AND RELATED INFORMATION

A. Article from Riverside Press-Enterprise – Sacramento – California reports its first increase in groundwater supplies in 4 years

California reports its first increase in groundwater supplies in 4 years



In this aerial drone photo provided by the California Department of Water Resources, the primary pump in the foreground is part of a groundwater recharge project designed to capture excess flow for groundwater storage in Fresno County on March 13, 2023. 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. ANDREW INNERARITY — CALIFORNIA DEPARTMENT OF WATER RESOURCES VIA AP

SACRAMENTO >> 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 mountains and encouraged farmers to flood fields to replenish groundwater basins.

"The impressive recharge numbers in 2023 are the result of hard work by the local agencies combined with dedicated efforts from the state, but we must do more to be prepared to capture and store water when the wet years come," Paul Gosselin, deputy director of sustainable water management for the agency, said in a statement.

California has been seeking to step up groundwater recharge with ever-drier years expected from climate change. Much of the state's population counts on groundwater for drinking water in their homes, and farmers that grow much of the country's food rely on the precious resource for crops ranging from carrots and almonds to berries and leafy greens.

For many years, Californians pumped groundwater from wells without measuring how much they were taking. But as some wells ran dry and land began sinking, the state enacted a law requiring local communities to start measuring and regulating groundwater pumping to ensure the basins would be sustainable for years to come.

In Monday's report, California water officials noted that some areas where land had been sinking saw a rebound as users pumped less groundwater since more surface water was available following the rains. Overall, the state extracted 9.5 million acre-feet of groundwater during the last water year, down from 17 million a year before, the report said.

Some farmers in California have reported seeing a recovery in their wells this year, prompting them to question how much the state needs to cut groundwater pumping. Joaquin Contente, a dairy farmer in the crop-rich San Joaquin Valley, said he has seen recovery in his wells, with one returning to 19 feet deep from more than 30 feet deep two years ago.

"They've already come back to almost a normal level," he said.

California water officials welcomed the recharge but said it would take five rainy years like last year to boost groundwater storage to levels needed after so many years of overpumping.

7. REPORTS

A. Operations Report (Second Meeting Each Month)

Water and Wastewater Production Comparison

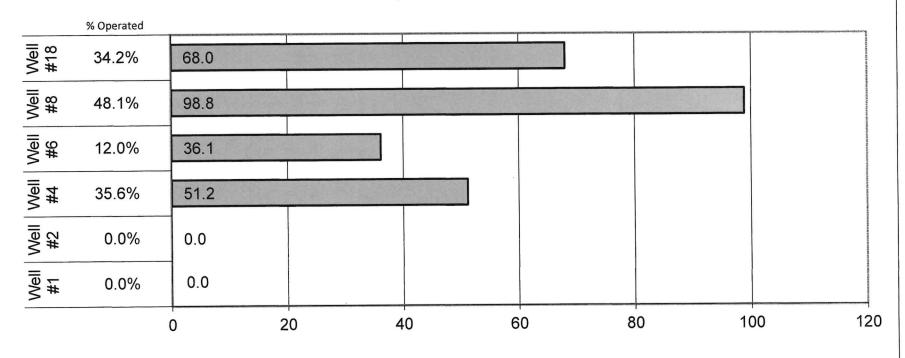
	TOTA	AL WELL P	RODUCTIO)N in Million Gall	ons	Consumption to JURUPA C.S.D.	WASTEWATER FLOW TO
		Potable	Potable	Non-Potable			RIVERSIDE
Date	Purchased	Wells	Total	Wells	Total	(Million Gallons)	(Million Gallons)
4/1/2024	0.00	2.79	2.79	0.00	2.79	0.00	1.78
4/2/2024	0.00	2.72	2.72	0.00	2.73	0.00	1.79
4/3/2024	0.00	2.50	2.50	0.00	2.51	0.00	1.75
4/4/2024	0.00	2.55	2.55	0.25	2.79	0.00	1.76
4/5/2024	0.00	2.61	2.61	0.14	2.74	0.00	1.67
4/6/2024	0.00	2.91	2.91	0.00	2.91	0.00	1.72
4/7/2024	0.00	3.36	3.36	0.00	3.36	0.00	1.73
4/8/2024	0.00	2.77	2.77	0.27	3.04	0.00	1.72
4/9/2024	0.00	3.41	3.41	0.28	3.69	0.00	1.73
4/10/2024	0.00	3.69	3.69	0.54	4.23	0.00	1.72
4/11/2024	0.00	3.09	3.09	0.08	3.17	0.00	1.71
4/12/2024	0.00	3.16	3.16	0.17	3.34	0.00	1.66
4/13/2024	0.00	2.77	2.77	0.24	3.01	0.00	1.68
4/14/2024	0.00	2.76	2.76	0.35	3.11	0.00	1.75
4/15/2024	0.00	3.15	3.15	0.16	3.31	0.00	1.73
4/16/2024	0.00	3.23	3.23	0.28	3.51	0.00	1.67
4/17/2024	0.00	3.79	3.79	0.55	4.34	0.00	1.75
4/18/2024	0.00	2.94	2.94	0.14	3.08	0.00	1.71
4/19/2024	0.00	2.25	2.25	0.44	2.68	0.00	1.64
4/20/2024	0.00	1.98	1.98	0.24	2.22	0.00	1.63
4/21/2024	0.00	2.97	2.97	0.26	3.23	0.00	1.74
4/22/2024	0.00	2.41	2.41	0.15	2.55	0.00	1.70
4/23/2024	0.00	3.41	3.41	0.20	3.61	0.00	1.67
4/24/2024	0.00	1.39	1.39	0.29	1.69	0.00	1.71
4/25/2024	0.00	2.45	2.45	0.36	2.81	0.00	1.67
4/26/2024	0.00	1.66	1.66	0.34	2.00	0.00	1.63
4/27/2024	0.00	1.58	1.58	0.18	1.76	0.00	1.67
4/28/2024	0.00	2.80	2.80	0.35	3.15	0.00	1.72
4/29/2024	0.00	1.83	1.83	0.31	2.14	0.00	1.73
4/30/2024	0.00	3.78	3.78	0.45	4.23	0.00	1.70
MINIMUM	0.00	1.39	1.39	0.00	1.69	0.00	1.63
AVERAGE	0.00	2.76	2.76	0.23	2.99	0.00	1.71
MAXIMUM	0.00	3.79	3.79	0.55	4.34	0.00	1.79
TOTAL	0.00	82.70	82.70	7.01	89.71	0.00	51.23

RUBIDOUX COMMUNITY SERVICES DISTRICT MONTHLY WELL PRODUCTION

(Million Gallons)

r	POTABLE WATER							NONP	OTABLE W	ATER		TOTALS			
-		GAC Plt	Nitrate Re	mayal Dit	7	hompson WTF	٠					Mission			
1			i	CONTRACTOR CONTRACTOR	ĺ	1		28th ST.	DALY	CLEMENT	46th ST.	Wells		NON	TOTAL
	JURUPA	TROYER	FLEETWOOD	SKOTTY		GOULD					Well #14	#19 & #20	POTABLE	POTABLE	PROD.
	TIE-IN	Well #2	Well #4	Well #6	Well #1A	Well #8A	Well #18	Well #3	Well #7	Well#11	(MG)	(MG)	(MG)	(MG)	(MG)
DATE	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)	(MG)				0.00	2.79
4/1/2024	0.00	0.00	0.07	0.05	0.00	1.76	0.91	0.00	0.00	0.00	0.00	0.00	2.79	0.00	2.73
4/2/2024	0.00	0.00	0.27	0.18	0.00	1.56	0.72	0.00	0.00	0.00	0.00	0.00	2.72	0.00	2.73
4/3/2024	0.00	0.00	0.13	0.16	0.00	1.50	0.72	0.00	0.00	0.00	0.00	0.00	2.55	0.00	2.79
4/4/2024	0.00	0.00	0.31	0.16	0.00	1.50	0.59	0.00	0.00	0.25	0.00	0.00	2.61	0.23	2.74
4/5/2024	0.00	0.00	0.10	0.06	0.00	1.77	0.68	0.00	0.00	0.14	0.00	0.00	2.61	0.14	2.74
4/6/2024	0.00	0.00	0.05	0.04	0.00	1.63	1.19	0.00	0.00	0.00	0.00	0.00	3.36	0.00	3.36
4/7/2024	0.00	0.00	0.00	0.08	0.00	1.80	1.48	0.00	0.00	0.00	0.00				
Subtotal	0.00	0.00	0.92	0.73	0.00	11.51	6.29	0.00	0.00	0.38	0.00	0.01	19.45	0.39	19.84
4/8/2024	0.00	0.00	0.03	0.02	0.00	1.78	0.94	0.00	0.00	0.26	0.00	0.00	2.77	0.27	3.04
4/9/2024	0.00	0.00	0.04	0.03	0.00	1.60	1.74	0.00	0.00	0.28	0.00	0.00	3.41	0.28	3.69
4/10/2024	0.00	0.00	0.05	0.03	0.00	1.72	1.89	0.00	0.00	0.54	0.00	0.00	3.69	0.54	4.23
4/11/2024	0.00	0.00	0.13	0.08	0.00	1.51	1.37	0.00	0.00	0.08	0.00	0.00	3.09	0.08	3.17
4/12/2024	0.00	0.00	0.08	0.05	0.00	1.85	1.18	0.00	0.00	0.17	0.00	0.00	3.16	0.17	3.34
4/13/2024	0.00	0.00	0.06	0.04	0.00	1.65	1.02	0.00	0.00	0.24	0.00	0.00	2.77	0.24	3.01
4/14/2024	0.00	0.00	0.10	0.07	0.00	1.67	0.93	0.00	0.00	0.35	0.00	0.00	2.76	0.35	3.11
Subtotal	0.00	0.00	0.48	0.32	0.00	11.79	9.07	0.00	0.00	1.91	0.00	0.01	21.65	1.93	23.57
4/15/2024	0.00	0.00	0.08	0.05	0.00	1.57	1.45	0.00	0.00	0.16	0.00	0.00	3.15	0.16	3.31
4/16/2024	0.00	0.00	0.14	0.15	0.00	1.80	1.14	0.00	0.00	0.28	0.00	0.00	3.23	0.28	3.51
4/17/2024	0.00	0.00	0.37	0.24	0.00	1.57	1.60	0.00	0.00	0.55	0.00	0.01	3.79	0.55	4.34
4/18/2024	0.00	0.00	0.25	0.17	0.00	1.67	0.86	0.00	0.00	0.13	0.00	0.01	2.94	0.14	3.08
4/19/2024	0.00	0.00	1.03	0.70	0.00	0.46	0.06	0.00	0.00	0.44	0.00	0.00	2.25	0.44	2.68
4/20/2024	0.00	0.00	0.73	0.49	0.00	0.76	0.00	0.00	0.00	0.24	0.00	0.00	1.98	0.24	2.22
4/21/2024	0.00	0.00	1.74	1.18	0.00	0.05	0.00	0.00	0.00	0.25	0.00	0.01	2.97	0.26	3.23
Subtotal	0.00	0.00	4.34	2.97	0.00	7.87	5.11	0.00	0.00	2.03	0.00	0.04	20.30	2.07	22.37
4/22/2024	0.00	0.00	1.13	0.97	0.00	0.00	0.31	0.00	0.00	0.14	0.00	0.01	2.41	0.15	2.55
4/23/2024	0.00	0.00	1.34	1.11	0.00	0.96	0.00	0.00	0.00	0.19	0.00	0.01	3.41	0.20	3.61
4/24/2024	0.00	0.00	0.84	0.55	0.00	0.00	0.00	0.00	0.00	0.29	0.00	0.01	1.39	0.29	1.69
4/25/2024	0.00	0.00	1.35	0.98	0.00	0.04	0.08	0.00	0.00	0.36	0.00	0.00	2.45	0.36	2.81
4/26/2024	0.00	0.00	0.99	0.66	0.00	0.01	0.00	0.00	0.00	0.34	0.00	0.00	1.66	0.34	2.00
4/27/2024	0.00	0.00	0.95	0.63	0.00	0.00	0.00	0.00	0.00	0.18	0.00	0.00	1.58	0.18	1.76
4/28/2024	0.00	0.00	1.68	1.12	0.00	0.00	0.00	0.00	0.00	0.35	0.00	0.00	2.80	0.35	3.15
	0.00	0.00	1.08	0.73	0.00	0.02	0.00	0.00	0.00	0.31	0.00	0.00	1.83	0.31	2.14
4/29/2024			1.48	0.99	0.00	0.00	1.31	0.00	0.00	0.45	0.00	0.00	3.78	0.45	4.23
4/30/2024	0.00	0.00			0.00	1.03	1.70	0.00	0.00	2.58	0.00	0.04	21.31	2.62	23.93
Subtotal	0.00	0.00	10.83	7.75	0.00	1.00	1.70	0.00	0.00	2.00	1			· · · · · · · · · · · · · · · · · · ·	
	T	T 0.000	10,500	11.768	0.000	32.207	22.162	0.000	0.000	6.910	0.000	0.103	82.700	7.013	89.713
TOTAL	0.000	0.000	16.563	11.768	0.000	02.201	1 22.102	0.000							





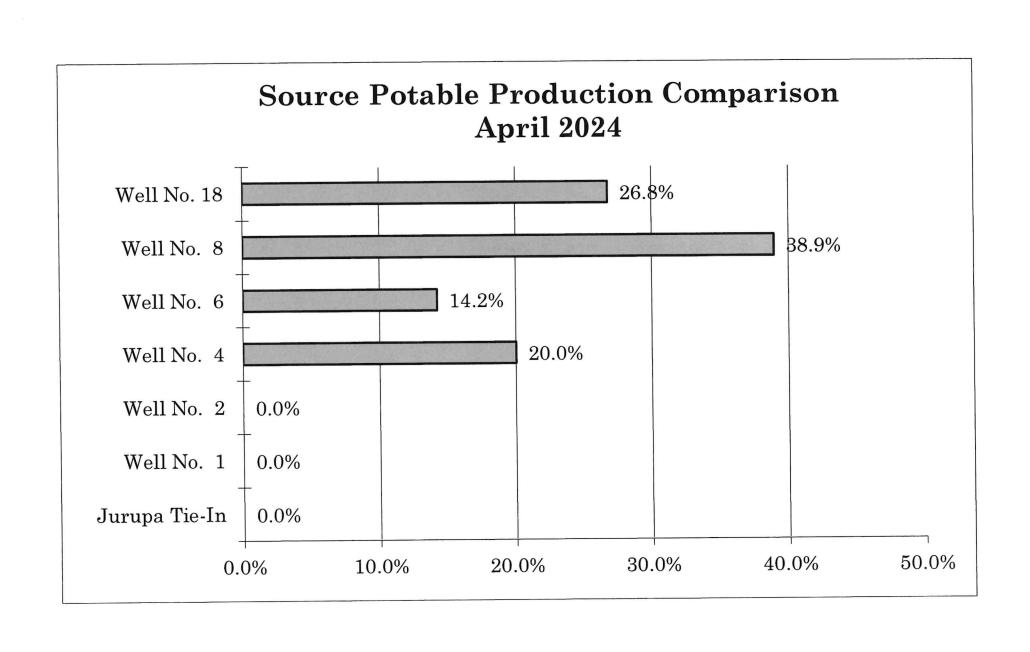
Max Production
Monthly Production

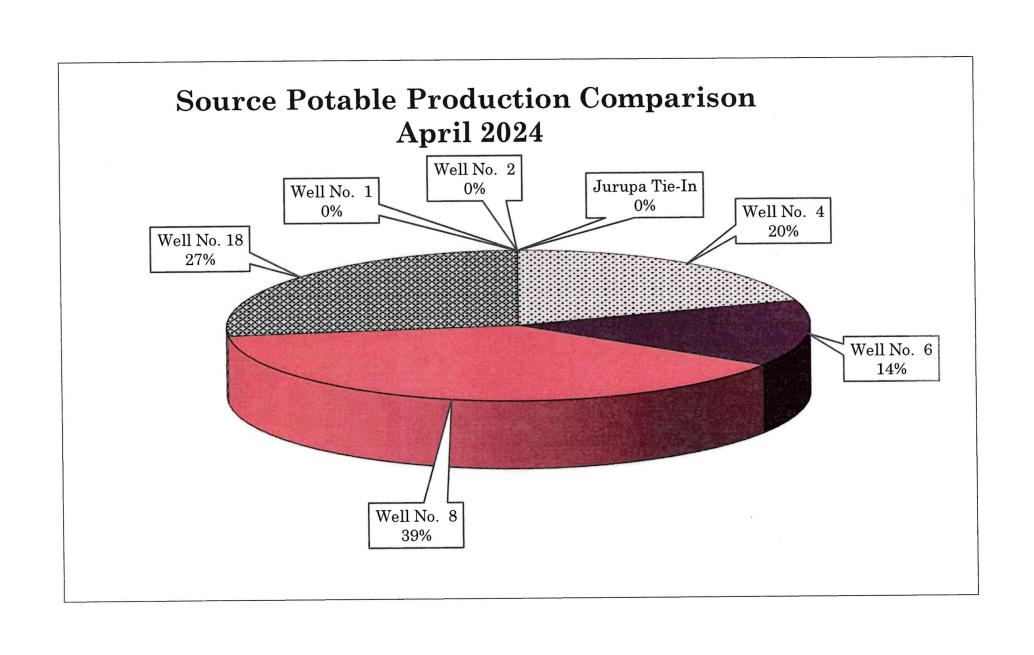
1171.4 AF

Reserve Production

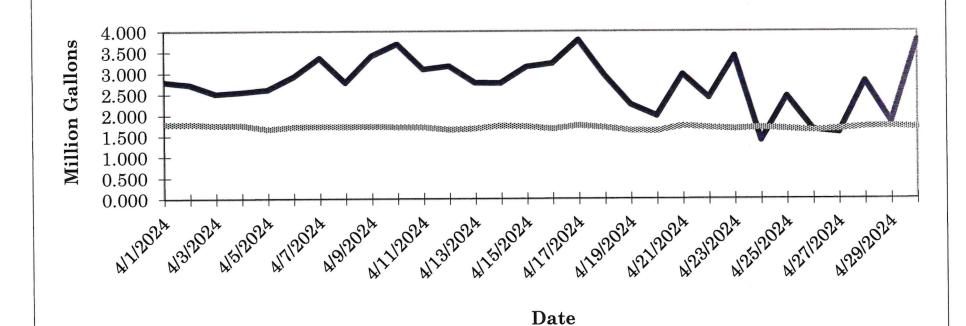
579.3 AF 592.1 AF **ACRE FEET**

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



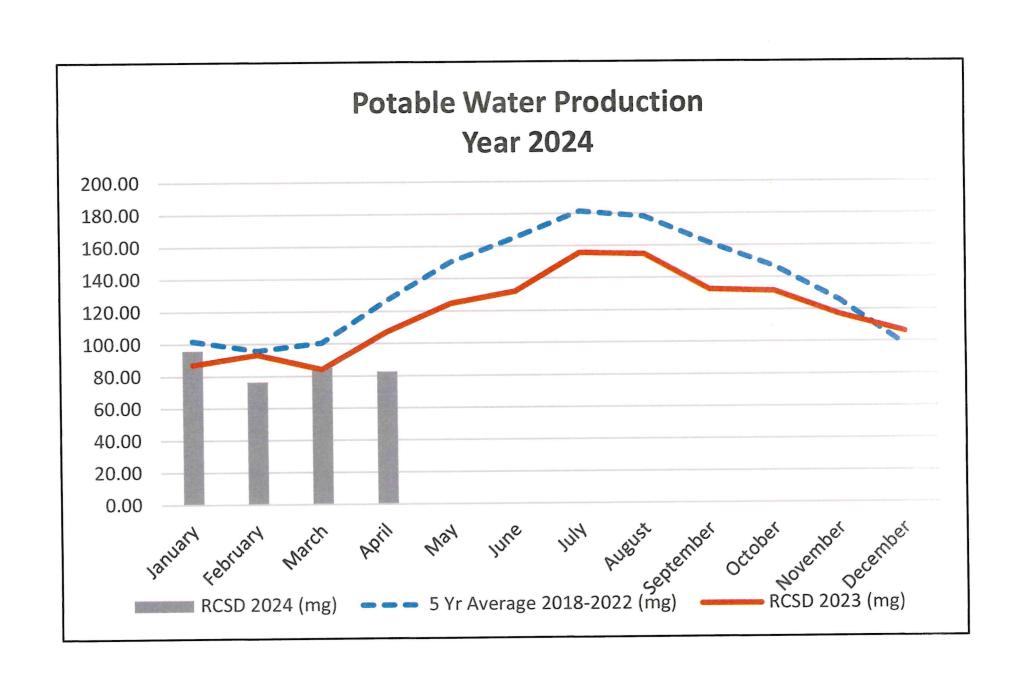






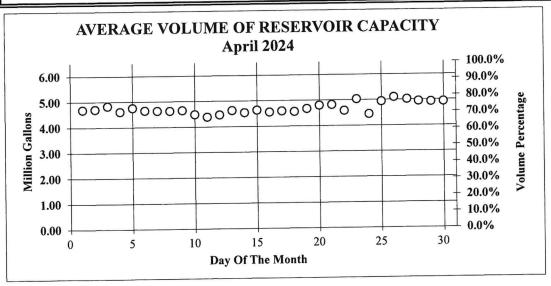
********** Wastewater Prod

Potable Water Prod.



RUBIDOUX COMMUNITY SERVICES DISTRICT Reservior Capacity Report

ı	ATKINSON	SYSTEM	HUNTER	SYSTEM	WATER	PERCENTAGE
CAPACITY	2,000,000	3,000,000	425,000	1,000,000	AVAILABLE	OF TOTAL
DATE	ATKINSON	WATSON	HUNTER 1	PERRONE	(Gallons)*	CAPACITY
4/1/2024	77.3	70.1	75.1	71.5	4,684,824	72.9%
4/2/2024	78.0	70.6	75.0	70.7	4,703,560	73.2%
4/3/2024	80.0	72.9	74.7	72.0	4,823,971	75.1%
4/4/2024	76.0	68.9	74.4	70.6	4,608,253	71.7%
4/5/2024	78.5	71.4	75.0	72.0	4,750,983	73.9%
4/6/2024	76.7	69.5	74.9	70.6	4,641,640	72.2%
4/7/2024	76.2	69.0	74.8	71.8	4,629,075	72.0%
4/8/2024	76.2	69.1	74.6	71.3	4,626,935	72.0%
4/9/2024	76.8	69.5	74.1	70.8	4,644,717	72.3%
4/10/2024	73.2	66.2	74.0	71.8	4,481,446	69.8%
4/11/2024	71.3	64.5	73.2	71.0	4,380,953	68.2%
4/12/2024	73.0	66.1	73.4	71.2	4,465,712	69.5%
4/13/2024	76.5	69.1	74.6	70.6	4,627,283	72.0%
4/14/2024	74.3	67.3	74.3	71.6	4,537,606	70.6%
4/15/2024	76.4	69.3	75.1	71.1	4,635,061	72.1%
4/16/2024	74.5	67.6	74.6	71.4	4,549,393	70.8%
4/17/2024	75.3	68.4	73.4	71.9	4,591,040	71.5%
4/18/2024	75.2	68.2	72.4	70.7	4,564,179	71.0%
4/19/2024	77.0	70.2	73.4	71.1	4,668,725	72.7%
4/20/2024	78.3	73.5	73.9	71.0	4,794,842	74.6%
4/21/2024	78.2	74.4	73.5	70.7	4,815,728	75.0%
4/22/2024	73.2	70.5	71.9	69.6	4,579,912	71.3%
4/23/2024	81.7	79.0	72.8	71.3	5,027,468	78.2%
4/24/2024	71.2	66.5	73.4	71.3	4,442,646	69.1%
4/25/2024	79.9	77.2	73.0	71.0	4,932,863	76.8%
4/26/2024	83.1	80.2	73.9	71.2	5,095,307	79.3%
4/27/2024	81.9	78.0	74.9	71.9	5,014,965	78.1%
4/28/2024	80.0	77.1	73.8	71.1	4,937,600	76.8%
4/29/2024	80.0	77.4	71.9	69.5	4,922,227	76.6%
4/30/2024	78.8	77.1	72.8	73.0	4,928,239	76.7%



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



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



Riverside County Fire Department Office of the Fire Marshal

Rubidoux Community Services District 3590 Rubidoux Blvd Rubidoux, CA 92509 Bus (951) 684-7580



Monthly Activity Report APRIL 2024

Activity	Total
Total Number of Plan Reviews Completed	0
Plan Review Turnaround Time (Goal is 15 Days)	0
Total Number of Construction Inspections Conducted	0
Inspection Turnaround Time (Goal is within 3 Days of Contact)	0
Total Number of Annual Fire Inspections Conducted (Including Reinspections)	2
Number of Weed Abatement Inspections Performed	0
Planning & Development Meetings Attended	0
Planning & Development Cases Reviewed	0
Special Event Meetings	0
Special Event Inspections	0
Complaints	0
850 Inspections	5
School Inspections	0

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics



Bill Weiser

Fire Chief

5/1/2024

Report Provided By: Riverside County Fire Department

Communications and Technology Division

GIS Section

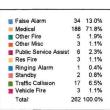
Please refer to Map and Incident by Battalion, Station, Jurisdiction

Page 1 of 6

Response Activity

Incidents Reported for the month of April2024 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)





Traffic Collision Vehicle Fire	17 3
Standby	2
Ringing Alarm	1
Res Fire	3
Public Service Assist	6
Other Misc	3
Other Fire	5
Medical	188
False Alarm	34

Average Enroute to Onscene Time*

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

<5 Minutes	+5 Minutes	+10 Minutes	+20 Minutes	Average	% 0 to 5 min
183	59	12	4	4.5	69.8%

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

Page 2 of 6

Incidents by Battalion, Station and Jurisdiction

			False Alarm	Medical	Other Fire	Other Misc	Public Service Assist	Res Fire	Ringing Alarm	Standby	Traffic Collision	Vehicle Fire	Total
Battalion 14	Station 16 Pedley	City of Jurupa Valley	3	1	0	0	0	0	0	0	0	0	4
	Marie Co.	Station Total	3	1	0	0	0	0	0	0	0	0	4
	Station 18 West	City of Jurupa Valley	0	9	0	0	0	0	0	0	3	0	12
	Riverside	Station Total	0	9	0	0	0	0	0	0	3	0	1.2
	Station 38 Rubidoux	City of Jurupa Valley	31	178	5	3	6	3	1	2	14	3	246
		Station Total	31	178	5	3	6	3	1	2	14	3	246
	Battalion To	tal	3.4	188	5	3	6	3		2	17	3	262
Grand Total			34	188	5	3	6	3	1	2	17		262

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

Incidents by Jurisdiction

	False Alarm	Medical	Other Fire	Other Misc	Public Service	Res Fire	Ringing Alarm	Standby	Traffic Collision	Vehicle Fire	Total
City of Jurupa Valley	34	188	5	3	6	3	1	2	17	3	262
Grand Total	3/4	188	5		6	3	1	2	17		

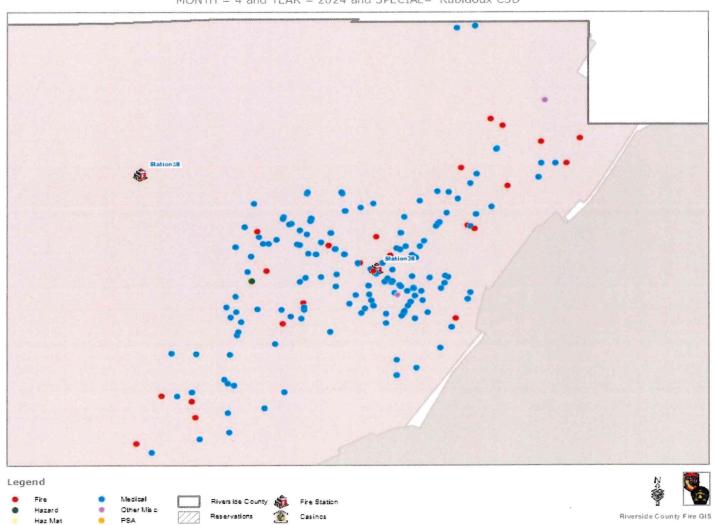
*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Incidents by Supervisorial District - Summary

	DISTRICT 2 KAREN SPIEGEL	Grand Total
False Alarm	34	34
Medical	188	188
Other Fire	5	5
Other Misc	3	3
Public Service Assist	6	3
Res Fire	3	3
Ringing Alarm	1	1
Standby	2	2
Traffic Collision	17	17
Vehicle Fire	3	3
Total	262	262

Page 5 of 6

MONTH = 4 and YEAR = 2024 and SPECIAL= 'Rubidoux CSD'



Last Updated 5/1/2024 2:5

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

Page 6 of 6

- 7. REPORTS (continued)
 - C. General Manager and Staff Reports / Updates

- 7. REPORTS (continued)
 - D. Committee Reports

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.

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 2024-37

May 16, 2024

To:

Rubidoux Community Services District

Board of Directors

Subject:

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 agendize 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.

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 <u>Change in Cost of Doing Business</u>. 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

Refuse Collection

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 components 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, 202208, 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 yearover-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.

RECOMMENDATION:

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

1. 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.

Respectfully,

BRIAN R. LADDUSAW, CPA General Manager

Attachment(s):

- 1. Contract Services Agreement (Trash) Burrtec effective January 1, 2008
- 2. First Amendment top Burrtec Contract
- 3. Second Amendment to Burrtec Contract

CONTRACT SERVICES AGREEMENT FOR REFUSE COLLECTION, DISPOSAL AND RECYCLING SERVICES IN THE RUBIDOUX COMMUNITY SERVICES DISTRICT

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement"), is made and entered into by and between the Rubidoux Community Services District, (herein "District"), and Burrtec Waste Industries, Inc. (herein "Contractor"). The parties hereto agree as follows:

1.0 TERM OF AGREEMENT

The term of this agreement shall commence January 1, 2008, and expire December 31, 2022.

Contract renegotiation for the purpose of Agreement renewal between parties shall be available to commence within year ten of this agreement, unless written notice of non-renewal is given by either party by the 31st of December commencing in the year 2018, and for each year thereafter, the initial term of this agreement shall be automatically extended for an additional one year period.

EXCLUSIVE CONTRACT: To the extent it is legally able, the District hereby grants to Contractor, during the term of this agreement, the exclusive right to collect all solid waste, compostables and recyclable materials within the Rubidoux Community Services District, as it now, or in the future, exists. The District will not grant, during the term of this agreement, any other person or entity the right to collect any solid waste, compostables or recyclable materials for compensation within its District limits. Nothing herein is intended to prevent individuals from recycling their own material nor Charitable Organizations from recycling donated material.

2.0 SERVICES OF CONTRACTOR

- 2.1 Scope of Services Refuse Collection and Disposal. Service is mandatory to all residences and business inside the District. Contractor shall provide all necessary labor, equipment, and materials to ensure that all residential refuse within the District be collected, and disposed of properly, at least once per week from all locations, in the District through an automated or semi-automated collection system. Collection from commercial, industrial, and manufacturing users, except recycling, shall be collected as frequently as agreed upon between Contractor and user, but not less often than weekly. As used in this Agreement, "refuse" includes all trash or other solid waste materials, but shall not include the following:
- (a) Hazardous waste as that term is defined by applicable laws or regulations, which Contractor is not licensed to transport or process or where transport or processing is prohibited by law.

- (b) Dead animals, biological wastes, or refuse from locations where highly infectious diseases are present, including but not limited to medical wastes.
- (c) Items of size, weight, or bulk which exceed the capacity of the regular equipment and manpower employed by the Contractor for the transportation and disposal of waste.
- (d) Limbs, branches, clippings, or other plant materials generated by professional gardeners or landscape contractors.
- (e) Other materials which the District has determined shall be disposed of in some other manner.
- 2.2 Scope of Services Recycling. Contractor shall provide all necessary labor, equipment, and materials to ensure successful recycling programs meeting the requirements of the California Integrated Waste Management Act of 1989. The Contractor and District shall endeavor to continue existing residential, commercial and multi-family diversion programs.

Contractor agrees to assist the District in complying with the California Integrated Waste Management Act of 1989 ("Act"). Contractor understands that all single-family residential recyclables and green waste set out for collection within the District be collected and processed in an effort to achieve maximum diversion. Collection of these materials will be through an automated or semi-automated system. It is recognized by both parties that as the District's waste management planning progresses, the District may impose additional requirements upon the Contractor consistent with the District's Integrated Waste Management Plan and the Act. If the Contractor feels an increase in the contract rate is justified based upon its recycling efforts or other efforts required by District so that the District may meet its goals under the Act, Contractor may request such an increase pursuant to Sections 3.2 and 3.3.

It is understood by both parties that the residential collection service rate reflected in this Agreement includes a recycling component that is, in part, based on a 50% reduction in residential solid waste disposal. Contractor agrees to achieve or exceed this diversion through comprehensive program development, program implementation, and public education.

2.4 Manner of Performance. Contractor shall:

- (a) Perform in a workmanlike manner, maintain a level of service responsive to public needs and work in an orderly and quite fashion with minimal obstruction of traffic.
- (b) Maintain equipment so that it is quite, clean, presentable, odor-free, and does not leak or spill operating fluids or refuse.

- (c) Clean-up immediately any spills caused by the Contractor's equipment or as the result of its operations in picking up refuse.
- (d) Protect containers from damage, and return containers and lids to curbside after collection.

2.5 Maintenance of Equipment.

- (a) All Contractor's trucks and equipment used within the District shall be maintained at all times in a safe and operable condition, and shall be clean and uniformly painted and numbered. Each piece of equipment shall display a sign of the operating company and its telephone number in a lettering size of at least three (3) inches in height. Vehicles must conform to the California Vehicle Code and all other applicable laws and are subject to inspection by the District or the California Highway Patrol.
- (b) No oil, liquid, fluid, or any other material, shall be allowed to leak, fall or spill from any vehicle, equipment or bin operated by the Contractor.
- (c) Truck bodies will be closed when used to transport contents to places of disposal.
- (d) The Contractor shall be required to clean, repair, paint or completely replace all bins provided by them on an on-going basis as is necessary to maintain a good appearance.
- (e) The Contractor shall not use any vehicles in the performance of a contract with the District which is older than ten (10) years of age, unless by express approval of the Secretary/Manager. All equipment shall be subject to inspection by the Secretary/Manager, and upon notice, given by the Secretary/Manager, the Contractor shall make the equipment available for inspection.

2.6 Routes and Hours. Contractor shall:

- (a) Follow the same routes each week.
- (b) Collect residential refuse on Mondays through Fridays between the hours of 6:00 a.m. and 5:00 p.m., except on those weeks when holidays fall on weekdays or when authorized to deviate from schedule by the District office.
- (c) Collect commercial refuse and roll-off debris boxes on Mondays through Saturdays between the hours of 5:00 a.m. and 5:00 p.m., except on those weeks when holidays fall on weekdays or when authorized to deviate from the schedule by the District Office. The Contractor shall make no collections in residential areas, or at apartments, schools, churches, or commercial areas immediately adjacent to a residential area earlier than 6:00 a.m. or later than 5:00 p.m.

- (d) Not collect on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (e) Change single-family residential area scheduled collection days only with the approval of the District Office. If collection days are changed, Contractor shall file with the District Office, new maps showing the newly scheduled collection days for each route and give written notice to each affected customer at least two weeks before the change, and publish a notice clearly showing the change in the newspaper.

2.7 Complaints, Collection Refusal.

- (a) If Contractor fails to make collections otherwise required under this Agreement, District may perform collection and bill Contractor for costs incurred. Contractor shall pay all costs so billed within 15 days of District's mailing or other delivery of the bill.
- (b) Contractor may refuse to collect refuse presented in a manner contrary to the requirements of the Refuse Ordinance or this Agreement. In such case, the Contractor shall hang a tag on the bypassed refuse explaining why it was bypassed and report the bypass to the District Office.

2.8 Communication. Contractor shall:

- (a) Have the Contractor's company name and phone number painted in large, legible letters on all trucks, bins and debris boxes.
- (b) Maintain a local, listed telephone staffed from 8:00 a.m. to 5:00 p.m. on weekdays and a 24-hour emergency message service.
- (c) Respond by phone or letter to customer complaints within two working days.
- (d) Contractor and the District Office shall each maintain complaint logs and meet, when requested by District Office or Contractor, to resolve any conflicts.
- (e) Implement a monthly waste generation and diversion reporting system that will forward summaries within 30 days from the end of each month.
- (f) Annually the District shall review Contractor's general performance including but not necessarily limited to residential diversion flows, commercial recycling efforts, public information and educational programs. The District shall prepare written evaluation of the previous year's performance by Contractor.
- <u>2.9 Service Changes</u>. The parties acknowledge that changing circumstances within the Rubidoux Community Service District, Riverside County or in state and

federal laws may result in changes in the methods, levels, or locations of services provided by Contractor to meet the provisions and intent of this Agreement. An example is the changes that will be required by the California Integrated Solid Waste Management Act of 1989 (Assembly Bill 939). District shall have the right at any time during the performance of services under this Agreement, without invalidating this Agreement, to request additional services at the Contract Rate as provided in Section 3.2 below, or at such other rates as may be agreed upon in writing by the parties.

2.10 Free Service to District. Contractor shall at no charge:

- (a) Provide curbside collection of up to five large or bulky items to each single family resident two times per year on request.
- (b) Provide free pick-up of all District refuse, as directed by the District Office, including service at the District yard and fire station facility.
- (c) Provide illegal roadside trash abatement, such tonnage included in District trash amount.
- (d) Provide community trash receptacles, pick up trash at least once a week and more frequently if needed, for those trash receptacles located on Mission Blvd. between Crestmore Road and Riverview.

2.11 Emergencies.

- (a) In the event of an emergency where unusual amounts of refuse are generated, District may direct Contractor to provide additional service.
- (b) In such event, Contractor shall be compensated for his reasonable cost as determined by mutual agreement between the Secretary/Manager and the Contractor.
- 2.12 Complaint with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency jurisdiction.
- 2.13 Designation of Solid Waste Facilities for Disposal. The District shall have the authority to direct collected solid waste to a permitted material recovery facility prior to disposal at a permitted solid waste facility which best suits the interests and needs of the District. In the event that the use of a particular Solid Waste Facility in an area must be discontinued or changed for the benefit of the District such action shall become effective not less than six (6) months following the Board of Directors decision. If the Contractor's costs are impacted by this action the Contractor may request a rate increase pursuant to Sections 3.2 and 3.3.
- <u>2.14 Licenses, Permits, Fees and Assessments</u>. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law

for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement, and/or shall indemnify, defend and hold harmless District against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

- 2.15 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the work to be performed; (b) has investigated the site of the work and is fully acquainted with the conditions there existing; (c) has carefully considered how the work should be performed; and (d) fully understand the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should the Contractor discover any latent or unknown conditions materially differing from those inherent in work or as represented by the District, Contractor shall immediately inform the District Office of such fact and shall not proceed except at Contractor's own risk until written instructions are received from the District Office.
- 2.16 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.
- 2.17 Commercial and Residential Trash Audits. The Contractor shall perform residential and commercial trash audits to determine District solid refuse diversion rates and waste flow characterizations. These audits shall be conducted every other year from the effective date of this agreement.

3.0 COMPENSATION

- 3.1 Rate of Compensation. The compensation rate (Exhibit "B") to be paid the Contractor shall be determined solely by the Board of Directors. Rate increases are made pursuant to Sections 3.2 and 3.3, and shall be in compliance with State and local noticing and adoption provisions thereof. The rate that refuse customers will actually be billed is in the sole discretion of the Board of Directors. Neither the Contractor nor its employees shall receive or accept any compensation, gift or gratuity for the services rendered pursuant to this Agreement, except for the compensation provided in this section.
- 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.

3.3 Unusual Changes or Costs. The Contractor may petition the Board of Directors for a discretionary rate adjustment during any contract year. The basis for such a discretionary rate must be an unusual change in the Contractor's cost of doing business, caused by revised laws, ordinances or regulations, changes in location of disposal sites or changes in disposal charges over which Contractor has no control, or changes to the District's Integrated Waste Management Plan.

Should the Contractor feel justified in requesting a rate change during the term of this Agreement, the Contractor has the burden of proving to the Board of Directors that such an increase is justified. The granting of any discretionary rate increase is in the sole discretion of the Board of Directors. A discretionary rate increase will not be considered unless all of the following criteria are met: (1) the Contractor has experienced costs that were not foreseeable at the time this Agreement was executed and represents an extraordinary expense significantly exceeding cost of living changes incurred in the performance of this Agreement; (2) such extraordinary costs can be shown by verifiable financial records and are provided to the Rubbish Committee. The Rubbish Committee may also require the Contractor to provide data such as: rate studies, changes in the consumer price index and so forth. If the Contractor requests a rate increase based upon its recycling efforts, the Contractor shall report the cost of the recycling program, the amount of revenue received from recyclables, the revenue from that portion of the refuse rate established for the recycling program, the profit from recycling, and the revenue from refuse operations. The Rubbish Committee shall consider the Contractor's request for a rate increase and shall provide a report and a recommendation to the Board of Directors. The Board of Directors shall act on the rate increase request as soon as practicable. If the Board of Directors approves a discretionary rate increase, such an increase shall become effective on the date the unusually changes or cost occurred.

3.4 Diversion Goal Incentives

The Contractor and District mutually agree that a 50% residential waste diversion rate is a reasonable and attainable goal. As an incentive to exceed residential waste diversion goals, the District agrees to allow Contractor to retain all disposal cost savings resulting from waste diversion efforts in excess of 50% each year. Conversely, should residential diversion efforts fall below the 50% target goal, any disposal expenses incurred by Contractor shall be borne by Contractor and not passed through to District. Any savings realized by Contractor shall become part of the residential service component thereby establishing new service and disposal components in the existing rate on an annual basis.

3.5 Billing.

- (a) The District shall deduct from the Gross receipts received from the collection of garbage and waste from commercial pick-ups only a sum equivalent to 10% and 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.
- (b) The Contractor shall deduct from the gross receipts received from the revenue generated from temporary bin service, as well as, permanent and temporary roll-off service, a sum equal to ten percent (10%), which represents the franchise fee payable to the District. The Contractor shall bill all charges for collection removal and disposal of refuse from temporary bin service, as well as, permanent and temporary roll-off services, on a monthly basis directly to the customer. The Contractor shall keep and maintain accurate records of all persons, firms and corporations for whom refuse collection services are provided, the amount of money billed and the amount of money collected for each type of service. The District 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.
- (c) The fees for billing services as provided for in the contract, shall be \$3,000.00 per month. Any increase in said billing fee shall be commensurate with the increase in service fees granted to Contractor in any given year.
- (d) As an express condition of this Agreement and Extension, the parties hereto or their successors in interest hereby agree that in the event that the Contractor is awarded an exclusive contract or franchise within the Jurupa Community Services District area by the County of Riverside or by the Jurupa Community Services District, during the term of the contract above mentioned, or the extension provided for by the agreement, then, and in that event, the monthly rates and charges to Rubidoux Community Service District by Contractor shall never be more for a similar level of service than the rate charged to the Jurupa Community Services District regardless of the frequency of the service.

3.6 Bookeeping Discrepancies.

(a) Contractor binds himself to insure that the District's books correctly reflect those people being provided service and the type of service so provided, and hereby waives any right against the District for reimbursement of services provided to any entity or individual unless Contractor gives ninety (90) days written notice to the Manager of the District. This shall be construed to be a ninety (90) day statute of limitations dating from the occurrence whether known or unknown by the Contractor or District.

(b) The District agrees to furnish the Contractor, Burrtec Waste Industries, Inc., a computer printout of delinquent accounts: (both commercial and residential). The intent will be to compare service accounts between the Contractor and the District.

4.0 PERFORMANCE SCHEDULE

- <u>4.1 Time of Essence</u>. Time is of the essence in the performance of this Agreement.
- 4.2 Term. Unless otherwise terminated pursuant to the provision of 4.3 or 4.4 below, this Agreement shall commence on January 1, 2008, and remain in effect until and including the date of December 31, 2022, in addition to any and all extensions.
- 4.3 Termination. This section shall govern any termination of this agreement except as specifically provided in the following Section 4.4. The District reserves the right to terminate this Agreement with cause, upon 120 days written notice to Contractor. Any notice of termination given by District to Contractor shall state the cause and date that such termination is effective, and upon such date Contractor shall cease performance of all services hereunder, except as may be specifically approved by the District Office. Contractor shall be entitled to compensation at the Contract Rate for all services rendered prior to the termination date, and for any service authorized by the District Office thereafter.
- (a) Contractor shall have (30) days from the date of Notice of Termination to cure such cause to the reasonable satisfaction of the District. Upon satisfactory results the Notice of Termination shall be rescinded by the District.

4.4 Interruption in Services Provided by Contractor.

- (a) In the event that service from Contractor is disrupted, by virtue of a labor dispute or for any other reason, and such service disruption continues for a consecutive period of 72 hours or more, District shall have the following options:
- (1) District may retain another Contractor to provide interim services on such terms and conditions as are available to District. Contractor shall pay to the District all Districts' costs, including any legal expenses, incurred in procuring such interim service. In addition, Contractor shall be liable for and shall pay to the District all amounts by which the costs or rates required to procure the interim service exceed the then-applicable Contract Rate, plus interest at a rate of one percent per month, for every month following the first 30 days after which District bills Contractor for such increases costs or rates; or
- (2) District may use or hire its own personnel to perform the services of Contractor required hereunder. In this event, Contractor shall make available to District all of Contractor's facilities and equipment, and shall hold District harmless and

completely free of any and all liability resulting from District's entry onto or use of Contractor's facilities and equipment. Contractor shall pay all of District's costs incurred in performing the services of Contractor required hereunder, and in addition shall pay to District any profits resulting from the District providing such service during the period of service disruption.

(b) If any service disruption lasts for a period of 120 days or longer, regardless of the exercise of either of the options of the District as provided herein, District shall thereupon have the right to immediately terminate this Agreement. In such event, District shall provide written notice of termination to Contractor stating an immediate termination date. Any further services under this Agreement following such notice shall be unauthorized and not reimbursable, unless specifically authorized in writing by the District Office.

5.0 COORDINATION OF WORK

- 5.1 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Contractor shall not contract with a third party to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of District. For the purpose of this agreement, a transfer shall constitute any sale to a third party of over twenty-five percent (25%) of corporate stock, or a number of sales that over time and in the aggregate, exceed fifty percent (50%), provided however that a sale or transfer to family members, or the estate, of the current corporate owners and signatories to this agreement, shall not be restricted by this agreement and shall not be construed as a transfer to a third party. Family members are those individuals who are related by blood, marriage or adoption. In the event of any such unapproved transfer, including one in a bankruptcy proceeding, this agreement shall be void. No approved transfer shall release any surety of Contractor of any liability hereunder with the express consent of District. Any approved Agreement transfer completed within the first five years of the effective date of this agreement to a third party shall require Contractor to compensate the District a one time transfer fee of One Million Dollars (\$1,000,000.00) within 15 days of the closing date of the transfer. Any approved agreement transfers completed after January 1, 2018 and before the expiration date of this agreement to a third party shall require contractor to compensate the District a one time transfer fee of Seven Hundred Fifty Thousand Dollars (\$750,000.00) within 15 days of the closing date of transfer.
- 5.2 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. District shall have no voice in the selection, discharge, supervision or control of

Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of District and shall remain at all times as to District a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

The Contractor shall procure and maintain, at its cost, insurance. comprehensive general liability and property damage insurance, including automobile and excess liability insurance, against all claims for injuries against persons or damages to property resulting from Contractor's acts or omissions rising out of or related to Contractor's performance under this Agreement. Contractor shall also carry Workers' Compensation Insurance in accordance with State Workers' Compensation laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be subject to reduction in coverage, cancellation or termination without thirty (30) days' prior written notice by registered letter to District in accordance with Section 10.1 herein. The insurer shall waive the right of subrogation against District, its officers, employees and agents, and the coverage shall be primary for losses arising out of Contractor's performance hereunder and neither the District nor its insurers shall be required to contribute to any such loss. A certificate evidencing the foregoing and naming the District as an additional insured shall be delivered to and approved by the District prior to commencement of the services hereunder. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify the District, its contractors or employees. The amount of insurance required hereunder shall be:

Coverage (personal injury/property damage)

\$2,500,000 per individual; \$2,500,000 per occurrence personal injury \$5,000,000 aggregate

6.2 Indemnification. Contractor agrees to indemnify the District, its officers, employees and agents against, and will hold and save them and each of them harmless from, any and all actions suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provisions, covenant, or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the District, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or

willful misconduct of the District, its officers, agents or employees, who are directly responsible to the District, and in connection therewith:

- (a) Contractor will defend any action or actions filed in connection with any of such claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- (b) Contractor will promptly pay any judgment rendered against the District, its officers, agents or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the District, its officers, agents, and employees harmless therefrom:
- (c) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the work operation or activities of Contractor hereunder, Contractor agrees to pay to the District, its officers, agents or employees, any and all costs and expenses incurred by the District, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

7.0 ENFORCEMENT OF AGREEMENT

- 7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles or Orange, State of California, or any other appropriate court in these counties, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.
- 7.2 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver, District's consent to or approval of any act by Contractor requiring District's consent or approval shall not be deemed to waive or render unnecessary District's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same of any other provision of this Agreement.
- 7.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more such rights or remedies shall not preclude the exercise by it, at the same or different times, of an other right or remedies for the same default or any other default by the other party.

- 7.4 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement, provided such party first complies with Section 8.2 herein.
- 7.5 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees for any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

- 8.1 Non-Liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successors, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest. No officer or employee of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee of the District participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
- 8.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, document, consent, approval or communication either party desires or is required to give to the other party or any other person shall be in writing and shall either be served personally or sent by pre-paid, first-class mail. Notice to the District shall be provided both to the Secretary/Manager and to the Attention of the District Manager, Rubidoux Community Services District, P.O. Box 3098, Rubidoux, California 92519. Notice to the Contractor shall be made to the person and at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or within seventy-two (72) hours from the time of mailing.

9.2 Criminal Activity of Contractor

(1) Should the Contractor or any of its officers or directors have a criminal conviction of any kind from a court of competent jurisdiction with respect to:

-conviction for any crime, including racketeering, indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of the Contractor or its officers or directors; or

- (2) Should the Contractor or any of its respective officers or directors have made an admission of guilt or pled nolo contendere to the conduct described in this subsection above, which is a matter of record, then each employee, officer, or director, as the case may be, of the Contractor responsible for such prescribed conduct shall be promptly terminated and/or replaced. Contractor shall have fifteen days' notice and opportunity following such conviction to present evidence in mitigation thereof, and on and after such fifteenth day, if such employee, officer or director is not promptly terminated or replaced, the District reserves the right to unilaterally terminate this Agreement pursuant to Section 4.3 or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it shall deem proper.
- 9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the usual and ordinary meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.
- 9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreement and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Amendment may be amended at any time by the mutual consent of the parties by an instrument in writing.
- 9.4 Severability In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction,

such invalidity or un-enforceability shall not effect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared to be severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date stated below.

	RUBIDUUX COMMUNITY SERVICES DISTRICT
Dated:	By: President RCSD
ATTEST:	President NCOD
Secretary/Manager	
APPROVED AS TO FORM:	
District General Gounsel	
	CONTRACTOR:
	BURRTEC WASTE INDUSTRIES, INC.
	Dated: 1/2/08/
	Name:
	Title: Via President

EXHIBIT "A"

SOLID WASTE DIVERSION AND RECYCLING PROGRAM RESIDENTIAL, COMMERCIAL, MULTI-FAMILY

Program Description:

Residential: Curbside collection of green waste and recyclables will be provided each week to all single-family service addresses. Residents may set out unlimited amounts of green waste for collection each week utilizing 95 gallon automated containers provided by the contractor. Residents with excess green waste materials may order additional automated containers for a fee or utilize standard 36-gallon waste containers. Additionally, material may be placed at curbside in bundles not to exceed 4' in length and 2' in diameter.

Commercial/Multi-Family: Service residents will have the opportunity to participate in a mixed recyclables collection program designed to accommodate their particular waste generation volume. Containers specifically designed for recyclables collection may be provided in addition to their refuse collection container(s). Service residents are asked to separate their recyclables from their disposable waste and place materials in the appropriate container for collection. In addition to mixed recyclables collection, containers are available for green waste separation and diversion. Container size, collection, frequency and costs are based on the volume of material generated and current rates approved by the Rubidoux Community Services District.

Acceptable Materials:

Green Waste: Includes - grass clippings, leaves, tree and shrub trimmings, weeds and assorted plant material. Palm fronds are not an acceptable plant material.

Mixed Recyclables: Includes - Aluminum cans, brochures, cardboard, catalogs, colored paper, computer paper, coupons, junk mail, magazines, newspaper, paper boxes, phone books, used envelopes, metal coat hangers, tin cans, glass bottles and jars, and assorted plastic containers #1 through #7.

Reporting: Waste generation and diversion summary reports are provided each month. Reports indicate the total tonnage collected in each waste category including: refuse, mixed recyclables, and green waste. Tonnage is also categorized by waste generator, including: residential, commercial and multi-family.

Education: Public education will be accomplished through a variety of methods including, but not limited to, information flyers, brochures, community meetings, container hang tags, and local news releases.

FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT BETWEEN THE RUBIDOUX COMMUNITY SERVICES DISTRICT AND BURRTEC WASTE INDUSTRIES, INC. FOR REFUSE COLLECTION, DISPOSAL AND RECYCLING

This First Amendment to the Contract Services Agreement for Refuse Collection, Disposal and Recycling (the "First Amendment") is made and entered into this _____ day of ______, 2024 (the "Effective Date"), by and between the RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency organized under the laws of the State of California (the "DISTRICT") and BURRTEC WASTE INDUSTRIES, INC., a California corporation, ("CONTRACTOR"). DISTRICT and CONTRACTOR are collectively referred to as the "Parties."

RECITALS

- A. The Parties entered into that certain agreement titled "Contract Services Agreement between the Rubidoux Community Services District and Burrtec Waste Industries for Solid Waste Handling and Recycling Services" ("Existing Agreement") dated January 8, 2008, and effective January 1, 2008.
- B. The Parties wish to amend certain matters set forth in the Existing Agreement, and accordingly execute this First Amendment.
- C. Except as otherwise set forth in this First Amendment, all capitalized terms have the same meaning attributed to them in the Existing Agreement. In addition, from and after the First Amendment Date, all references to the "Agreement" in the Existing Agreement and this First Amendment shall be deemed to be references to the Existing Agreement as amended by this First Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual covenants herein, the Parties hereto agree as follows:

- 1. The Existing Agreement is amended as follows:
 - A. Section 3.2 of the Existing Agreement is hereby amended to read as follows:
 - "3.2 Change in Cost of Doing Business. Rates governed by the term of this agreement shall be adjusted annually upward or downward to reflect changes in the service cost component, as measured by fluctuations in the Consumer Price Index All Urban Consumers (CPI-U) published by the U.S. Bureau of Labor Statistics, for the Riverside-San Bernardino-Ontario, CA Metropolitan Statistical Area. Beginning with July 1, 2022, and each year thereafter, said service rates shall be increased or decreased by the percentage change in the annual average CPI from the prior year. The percentage changes shall be calculated to two decimal places."

- B. Section 3.5 'Billing' Subsection (c) of the Existing Agreement is hereby amended to read as follows:
 - "(c) The fees for billing services as provided for in the contract, shall be \$4,500 per month effective July 1, 2024. Beginning July 1, 2025, any increase or decrease in said billing fee shall be commensurate with the percentage increase or decrease in service fees granted to Contractor in any given year throughout the remainder of this Agreement."
- C. Section 3.5 'Billing' Subsection (a) of the Existing Agreement is hereby amended to read as follows:
 - "(a) The District shall deduct from the Gross receipts received from the collection of garbage and waste, including both commercial and residential pickups, 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. 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. <u>Amendment</u>. In the event of any inconsistency between the provisions of this First Amendment and the terms of the Existing Agreement, the provisions of this First Amendment shall control. Except as specifically amended herein, however, all of the terms and conditions of the Existing Agreement shall continue in full force and effect.
- 3. <u>California Law</u>. This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first above written.

RUBIDOUX C	COMMUNITY	SERVICES
DISTRICT		

BURRTEC WASTE INDUSTRIES, INC.

By:		By:	
	President, Board of Directors	_	President
	Rubidoux Community Services District	Its:	Burrtec Waste Industries, Inc.

Attest:	
By:	
	General Manager
	Rubidoux Community Services District
Approv	ed as to Form:
By:	
- -	District General Counsel

SECOND AMENDMENT TO THE CONTRACT SERVICES AGREEMENT BETWEEN THE RUBIDOUX COMMUNITY SERVICES DISTRICT AND BURRTEC WASTE INDUSTRIES, INC. FOR REFUSE COLLECTION, DISPOSAL AND RECYCLING

This Second Amendment to the Contract Services Agreement for Refuse Collection, Disposal and Recycling (the "Second Amendment") is made and entered into this _____ day of _____, 2024 (the "Effective Date"), by and between the RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency organized under the laws of the State of California (the "DISTRICT") and BURRTEC WASTE INDUSTRIES, INC., a California corporation, ("CONTRACTOR"). DISTRICT and CONTRACTOR are collectively referred to as the "Parties."

RECITALS

WHEREAS, California Government Code Section 61100 et seq., authorizes District to determine and arrange for all aspects of solid waste handling; and

WHEREAS, District and Contractor entered into that certain agreement titled "Contract Services Agreement between the Rubidoux Community Services District and Burrtec Waste Industries for Solid Waste Handling and Recycling Services" dated January 8, 2008, and effective January 1, 2008; and

WHEREAS, On ______, 2024, the District and Contractor entered into the "First Amendment to the Contract Services Agreement Between the Rubidoux Community Services District and Burrtec Waste Industries, Inc. for Refuse Collection, Disposal and Recycling". The original Agreement and the First Amendment shall be collectively referred to in this Second Amendment as the "Agreement"; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000, et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and,

WHEREAS, the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing Disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in Landfill Disposal and to maximize the use of feasible waste reduction, Reuse, Recycling, and composting options in order to reduce the amount of material that must be Disposed; and,

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and

WHEREAS, SB 1383 Regulations require the DISTRICT to implement Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the DISTRICT has chosen to delegate some of its responsibilities to the Contractor, acting as the DISTRICT's designee, and Contractor desires to take on these responsibilities; and

WHEREAS, DISTRICT and CONTRACTOR desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and agreements contained herein, the Parties do hereby agree as follows:

1. <u>DEFINITIONS</u>. The following definitions are added to the Agreement, and/or amended as set forth herein, as applicable. Definitions otherwise contained in the Agreement and/or any previous amendment(s), but which are not addressed below, shall remain the same.

<u>Black Container</u> has the same meaning as <u>Gray Container</u> and shall be used for the purpose of storage and collection of Black Container Waste.

<u>Blue Container</u> has the same meaning as in 14 CCR Section 18982(a)(5) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

<u>Brown Container</u> has the same meaning as in 14 CCR Section 18982.2(a)(5.5) and shall be used for the purpose of storage and collection of source separated Food Waste pursuant to 14 CCR Section 18984.1(6)(A).

<u>California Code of Regulations</u> or <u>CCR</u> means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR refers to Title 14 of CCR).

<u>CalRecycle</u> means the California Department of Resources Recycling and Recovery, which is the department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions and other regulated entities).

<u>Collect</u> or <u>Collection</u> means Solid Waste, Recyclables, Food Waste and Organic Waste pickups made by CONTRACTOR as required by and in accordance with the provisions of this Agreement.

<u>Commercial Edible Food Generators</u> includes Tier One or Tier Two Commercial Edible Food Generators as defined in 14 CCR Section 18982(a)(73) and a(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

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

Compost has the same meaning as in 14 CCR Section 17896.2(a)(4), as may be amended from time to time.

<u>Diversion</u> or <u>Divert</u> means activities which reduce or eliminate discarded materials from disposal, including, but not limited to, source reduction, Reuse, salvage, Recycling, and composting.

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

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

<u>Facility(ies)</u> means any plant, site, or operation used for the purpose of handling discarded materials, including, but not limited to, disposal, transfer, recycling, composting, and processing facilities or operations.

<u>Food Recovery</u> means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

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

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

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

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

<u>Food Recovery Service</u> means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

<u>Food Scraps</u> means the unavoidable waste products from food preparation including but not limited to, carrot peelings, apple cores, meat trimmings, bones. Food Scraps excludes fats, oils, liquids, and grease when such materials are Source Separated from other Food Scraps.

<u>Food-Soiled Paper</u> means compostable paper material that has come in contact with food or liquid, such as, but not limited to, napkins and paper towels.

<u>Food Waste</u> means all food and Food Scraps. Food Waste excludes fats, oils, liquids, and grease when such materials are Source Separated from other Food Waste. With respect to Single Family and Multi-Family Residential Dwellings Food Waste is a subset of Source Separated Green Container Organic Waste. Edible Food separated for Food Recovery shall not be considered Food Waste.

Generator means the Person or entity that is responsible for the initial creation of waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

<u>Gray Container</u> or (Black Container) has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Gray Container Waste. The lid or body of a container may be black and shall have the same meaning as Gray Container.

<u>Gray Container Waste</u> or (Black Container Waste) means Solid Waste that is collected in a Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5). Gray Container Waste may specifically include carpet, Non-Compostable Paper and textiles.

<u>Green Container</u> has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and collection of SSGCOW.

<u>Hauler Route(s)</u> means the designated itinerary or sequence of stops for each segment of the DISTRICT's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

<u>Large Event</u> means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

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

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

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

Organic Waste means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

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

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

<u>Processing</u> means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of

conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

Prohibited Container Contaminants means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the District's Blue Container; (ii) discarded materials placed in the Brown Container that are not identified as acceptable Source Separated Food Waste for the District's Brown Container; (iii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the District's Green Container; (iv) Discarded Materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials, Source Separated Food Waste and/or Source Separated Green Container Organic Wastes to be placed in the District's Green Container, Brown Container, and/or Blue Container; and (v) Excluded Waste placed in any Container.

Recycle or Recycling means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of landfill disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

Reuse or any variation thereof, means the use, in the same, or similar, form as it was produced, of a material which might otherwise be discarded, or as otherwise defined in 14 CCR Section 17402.5(b)(2).

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

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

SB 619 means Senate Bill 619 of 2021 approved by the Governor on October 5, 2021, which amended Section 42652.5 of the Public Resource Code, authorizing the department, notwithstanding the regulations, to establish any maximum compliance deadline in a corrective action plan that it determines to be necessary and appropriate under the circumstances for the correction of a violation of the regulations.

<u>Service Level</u> refers to the number and size of a Customer's Container(s) and the frequency of Collection service, as well as ancillary services such as lock/unlock service, Container push/pull service, etc.

Source Separated means materials, including commingled Recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for Recycling or Reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Agreement, Source Separated shall include separation of materials by the Generator, property owner, property owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of Collection and processing.

<u>Source Separated Blue Container Organic Waste</u> means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

Source Separated Brown Container Food Waste means Source Separated Food Waste that can be placed in a Brown Container.

Source Separated Green Container Organic Waste means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

<u>Source Separated Recyclable Materials</u> means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

<u>Tier One Commercial Edible Food Generator</u> means a Commercial Edible Food Generator that is one of the following:

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

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

<u>Tier Two Commercial Edible Food Generator</u> means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site food facility and 200 or more rooms.
- (3) Health facility with an on-site food facility and 100 or more beds.

- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A local education agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

Waste Evaluations means sampling waste from hauler routes as specified in 14 CCR Section 18984.5 C.

2. <u>COLLECTION SYSTEM</u> "Collection System" is added to the Agreement, and/or amended as set forth herein, as applicable:

General. CONTRACTOR shall provide an approved Collection program for the separate Collection of Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, Source Separated Brown Container Food Waste, and Gray Container Waste as specified in this Agreement, using Containers that comply with the requirements of this Agreement, SB 619, and SB 1383 Regulations. CONTRACTOR shall perform site assessments as needed to determine service level needs, and modify collection routes as required. CONTRACTOR shall not knowingly Collect Blue, Green, Brown or Gray Containers that include an excess of twenty-five percent (25%) by weight of Prohibited Container Contaminants. Prohibited Container Contaminant tolerance as a percentage may be modified upon mutual agreement between DISTRICT and CONTRACTOR.

Source Separated Recyclable Materials Collection (Blue Container). CONTRACTOR shall provide Blue Containers to all Customers required to subscribe to the Collection of Source Separated Recyclable Materials and shall provide Source Separated Recyclable Materials Collection service. CONTRACTOR shall transport the Source Separated Recyclable Materials to a Facility that recovers the materials designated for Collection in the Blue Containers, in accordance with the SB 1383 Regulations.

Source Separated Green Container Organic Waste Collection (Green Container). CONTRACTOR shall provide Green Containers to all Customers required to subscribe to the Collection of Source Separated Green Container Organic Waste and shall provide Source Separated Green Container Organic Waste Collection service. CONTRACTOR shall Transport the Source Separated Green Container Organic Waste to a Facility in accordance with SB 1383 Regulations.

CONTRACTOR may Collect plastic bags in the Green Containers. If the CONTRACTOR elects to Collect plastic bags in the Green Container, then CONTRACTOR shall provide annual written notification to the DISTRICT that

the Facility has and will continue to have the capabilities to recover and/or process plastics bags. If the Facility cannot recover and/or process plastic bags, then CONTRACTOR will not Collect plastic bags in the Green Container.

Source Separated Brown Container Food Waste Collection (Brown Container). CONTRACTOR may provide Brown Containers to all commercial Customers required to subscribe to the Collection of Source Separated Food Waste and shall provide Source Separated Food Waste Collection service to said customers. CONTRACTOR shall transport Source Separated Food Waste to a Facility in accordance with SB 1383 Regulations.

Gray Container Waste Collection. CONTRACTOR shall provide Gray Containers to Customers for Collection of Gray Container Waste and shall provide Gray Container Waste Collection service. CONTRACTOR shall transport the Gray Container Waste to a Facility in accordance with the SB 1383 Regulations. CONTRACTOR may allow carpets and textiles to be placed in the Gray Containers.

3. ORGANIC WASTE AND RECYCLABLE MATERIAL CAPACITY GUARANTEE. "Organic Waste and Recyclable Material Capacity Guarantee" is added to the Agreement, and/or amended as set forth herein, as applicable:

Annually, for Facilities owned or operated by CONTRACTOR or an affiliate of CONTRACTOR, CONTRACTOR shall provide written notification to the DISTRICT that the Facility has the capability to recover and/or process Organic Waste. DISTRICT shall not implement or enforce an ordinance, policy, procedure, permit condition, or initiative that prohibits the lawful processing of Organic Waste pursuant to 14 CCR Section 18990.1(b)

4. <u>USE OF PLASTIC BAGS FOR FOOD WASTE COLLECTION IN GREEN CONTAINERS</u>. "Use of Plastic Bags for Food Waste Collection in Green Containers" is added to the Agreement, and/or amended as set forth herein, as applicable:

CONTRACTOR may require Customers and Generators to place Food Waste in plastic bags, compostable bags, or other paper wrappings and put the bagged or wrapped Food Waste in the Green Container. CONTRACTOR shall provide written notification to the DISTRICT that allowing the use of bags does not inhibit the ability of the DISTRICT to comply with SB 1383 Regulations, and that the Facility can remove and/or process plastic bags when it recovers Source Separated Green Container Organic Waste. CONTRACTOR shall provide annual written notification to the DISTRICT that the Facility has and will continue to have the capabilities to remove and process plastic bags when it recovers Source Separated Green Container Organic Waste."

5. CONTAMINATION MONITORING. "Contamination Monitoring" is added to the Agreement, and/or amended as set forth herein, as applicable:

Contamination Monitoring

A. Actions upon Identification of Prohibited Container Contaminants.

Upon finding Prohibited Container Contaminants in a Container, CONTRACTOR shall follow the protocols set forth in this Section.

- i. <u>Record Keeping</u>. The driver or other CONTRACTOR representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Blue, Green, Brown or Gray Container); and maintain photographic evidence, when possible.
- ii. Contamination Notices. Upon identification of Prohibited Container Contaminants in a Customer's Container, CONTRACTOR shall provide the Customer a contamination notice. The contamination notification shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly Source Separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Blue Container, Brown Container, Green Container, and/or Gray Container; (iv) inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information for subsequent instances of Prohibited Container Contaminants, CONTRACTOR may assess contamination processing fees; and, (v) CONTRACTOR may include photographic evidence. CONTRACTOR shall leave the contamination notice attached to or adhered to the Customer's contaminated Containers; at the premises' door or gate; or, may deliver the notice by mail, e-mail, text message, or other electronic message.
- iii. Notice of Assessment of Contamination Processing Fees. If the CONTRACTOR observes Prohibited Container Contaminants in a Customer's Container on more than two occasions within a six-month time period and issued contamination notices on each of those occasions, the CONTRACTOR may impose a contamination processing fee pursuant to fees and rates approved by resolution of DISTRICT on the third or subsequent instance of contamination. CONTRACTOR shall notify the DISTRICT in its monthly report to DISTRICT of Customers for which Contamination Processing fees were assessed. CONTRACTOR shall leave a Contamination Processing fee notice attached to or adhered to the Customer's contaminated Container(s); at the premises door or gate; or, deliver the notice by mail, e-mail, text message, or other electronic message. The Contamination Processing fee notice shall identify the prohibited material(s), explain how to prevent future violations, and indicate that the Customer will be charged a contamination Processing fee on the next solid waste bill. The format of the contamination Processing fee notice shall be approved by the DISTRICT.
- iv. <u>Disposal of Contaminated Materials</u>. If the CONTRACTOR observes Prohibited Container Contaminants in a Customer's Container(s), CONTRACTOR may dispose of the Container's contents, provided CONTRACTOR complies with the noticing requirements in subsection iii. above."

6. ROUTE REVIEWS AND WASTE EVALUATIONS. "Route Reviews and Waste Evaluations" is added to the Agreement, and/or amended as set forth herein, as applicable:

Route Reviews and Waste Evaluations:

CONTRACTOR shall meet its SB 1383 Regulations contamination monitoring requirements using Route Reviews or Waste Evaluations.

i. Route Reviews

aa. If CONTRACTOR elects to perform Route Reviews, CONTRACTOR shall, conduct Hauler Route reviews for Prohibited Container Contaminants in Collection Containers in a manner that is deemed safe by the CONTRACTOR; is approved by DISTRICT; is conducted in a manner that results in all Hauler Routes being reviewed annually, in an amount not less than the quantity specified in the calculations used to determine the Compliance Fee and is consistent and in accordance with SB 1383 Regulations and 14 CCR Section 18984.5(b). Containers may be randomly selected along the Hauler Route. This Section should not be construed to require that every container on a Hauler Route must be sampled annually. CONTRACTOR may prioritize the inspection of Customers that are more likely to be out of compliance.

bb. Upon finding Prohibited Container Contaminants in the Container, CONTRACTOR shall follow the contamination monitoring noticing procedures as described herein.

ii. Waste Evaluations

If CONTRACTOR elects to perform Waste Evaluations, CONTRACTOR shall conduct waste evaluations that comply with and meet the requirements of 14 CCR Section 18984.5(c). DISTRICT maintains the right to observe, or hire a third party CONTRACTOR to observe the waste evaluations.

- aa. <u>Sampling Method</u>, <u>Study Protocols</u>. CONTRACTOR shall conduct waste evaluations for Prohibited Container Contaminants by sampling the contents of Containers on Hauler Routes in the following manner:
- CONTRACTOR shall conduct waste evaluations at least twice per year and in two distinct seasons of the year in a manner that complies with the requirements of 14 CCR Section 18984.5(c).
- CONTRACTOR's waste evaluations shall include samples of Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, and Gray Container Waste.

- The waste evaluations shall include samples from each Container type served by the CONTRACTOR and shall include samples taken from different areas in the DISTRICT that are representative of the DISTRICT's waste stream.
- The waste evaluations shall include at least the minimum number of samples required specified in SB 1383 Regulations.
- The CONTRACTOR shall transport all of the material collected for sampling to a sorting area at a permitted solid waste facility where the presence of Prohibited Container Contaminants for each Container type shall be measured to determine the ratio of Prohibited Container Contaminants present in each material stream by weight. To determine the ratio of Prohibited Container Contaminants, the CONTRACTOR shall use protocols established in accordance with the SB 1383 regulations.
 - bb. <u>Contamination Response</u>. If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the CONTRACTOR shall within fifteen (15) working days of the waste evaluation, notify all Customers on the sampled Hauler Route of their requirement to properly source separate materials into the appropriate Containers. CONTRACTOR may provide this information by placing a written notice on the Customer's Containers or the gate or door of the premises; and/or by mail, email, or electronic message to the Generators. The format of the warning notice shall be approved by the DISTRICT.
 - cc. <u>Material Exceptions</u>. Organic Waste that is textiles, carpet, hazardous wood waste, human waste, pet waste, or material(s) subject to a quarantine of movement issued by a County agricultural commissioner is not required to be measured as Organic Waste when calculating the amount of Organic Waste present in the Gray Container Waste.

iii. Recordkeeping Requirements.

CONTRACTOR shall maintain all applicable route review and waste evaluation records required under SB 1383 Regulations, and report to the DISTRICT on contamination monitoring activities, route reviews and/or waste evaluations, and actions taken.

7. <u>ALTERNATIVE METHODS.</u> "Alternative Methods" is added to the Agreement, and/or amended as set forth herein, as applicable:

Nothing in this Agreement shall prohibit the CONTRACTOR from meeting its compliance requirements by any alternative methods or procedures, provided it complies with SB 1383, its Regulations, and/or any other applicable law, as may be amended from time to time and as approved in writing by the DISTRICT.

8. <u>EDUCATION AND OUTREACH</u>. "Education and Outreach" is added to the Agreement, and/or amended as set forth herein, as applicable:

i. Public Education.

CONTRACTOR shall, create applicable education materials and conduct education programs and activities as provided by and in accordance with the SB 1383 Regulations. CONTRACTOR shall provide educational material by mail or electronically to customers providing information consistent with 14 CCR Section 18985. For illustrative purposes, such materials may include information concerning proper Recycling, the use of Containers for Organic Waste and commercial Food Waste, composting, preventing Contamination, and proper container placement. Updated educational materials shall be prepared and submitted to DISTRICT Manager for approval. CONTRACTOR shall perform the recordkeeping requirements related to its compliance with education and outreach requirements under 14 CCR Section 18985.3. DISTRICT shall perform the record keeping requirements related to its education and outreach efforts. CONTRACTOR shall cooperate and coordinate with the DISTRICT on public education activities.

ii. Food Recovery Listings.

The CONTRACTOR and DISTRICT shall coordinate, maintain and annually update a list of Food Recovery Organizations and Food Recovery Services operating within the DISTRICT, maintain the list on the CONTRACTOR's website, and share the list with the DISTRICT so the DISTRICT can post the list on the DISTRICT's website. The list shall include, at a minimum, the following information about each Food Recovery Organization and Food Recovery Service:

- (1) Name and physical address;
- (2) Contact information;
- (3) Collection service area; and
- (4) An indication of the types of Edible Food the Food Recovery Service or Food Recovery Organization can accept for Food Recovery.

iii. Commercial Edible Food Generator Outreach

At least annually, the CONTRACTOR shall provide Commercial Edible Food Generators with the following information:

- (1) Information about the DISTRICT's Edible Food Recovery program;
- (2) Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- (3) Information about Food Recovery Organizations and Food Recovery Services operating within the DISTRICT, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and
- (4) Information about actions Commercial Edible Food Generators can take to reduce and prevent the creation of Food Waste.

iv. Method of Delivery.

The CONTRACTOR may provide the information required above by including it with regularly scheduled notices, education materials, billing inserts, or as otherwise agreed upon by both Parties.

CONTRACTOR shall post and maintain a web page or web pages that include organic waste recovery and edible food donation program information on its website.

9. <u>BILLING AND ENROLLMENT</u> "Billing and Enrollment" is added to the Agreement, and/or amended as set forth herein, as applicable:

Contamination Processing Fees.

Any contamination Processing fees to be assessed upon a Customer account shall be included and itemized on the Customer's invoice for the billing period in which the CONTRACTOR notified the Customer of the assessment of the contamination processing fee."

Enrollment Assistance

DISTRICT requires that Customers subscribe to organic waste collection services. CONTRACTOR shall assist the DISTRICT in ensuring that the subscription of Customers to Collection services occurs in a timely and efficient manner. CONTRACTOR shall maintain records and provide reports necessary for the DISTRICT to verify the subscription of Customers.

10. GENERATOR WAIVER PROGRAM COORDINATION. "Generator Waiver Program Coordination" is added to the Agreement, and/or amended as set forth herein, as applicable:

i. General.

In accordance with SB 1383 Regulations, DISTRICT may grant waivers from organic waste collection services to eligible organic waste generators.

ii. Requests Submitted to CONTRACTOR.

Waste generators may submit requests for waivers to the CONTRACTOR. CONTRACTOR shall be responsible for the distribution, collection and evaluation of waiver applications as appropriate and provide DISTRICT a recommendation to accept or reject waiver requests. CONTRACTOR shall review the generator's waiver application and inspect the generator's premises as needed to verify the accuracy of the application. CONTRACTOR shall provide documentation of the review in its recommendation to approve or deny the waiver request. DISTRICT ultimately retains the right to approve or deny any application, regardless of the CONTRACTOR's recommendation and will process the approval or denial as required by SB

1383 requirements. CONTRACTOR shall report information regarding waivers reviewed to the DISTRICT.

iii. CONTRACTOR Change in Customer Service Levels.

When the DISTRICT grants a waiver to a generator, DISTRICT shall notify the CONTRACTOR within ten (10) business days of the waiver approval with pertinent Customer information and any changes to the Subscription, Service Level or Collection service requirements for the Customer. CONTRACTOR shall have five (5) business days to modify the Customer's Collection Service Level and billing statement, as needed.

iv. Reverification of Waivers.

CONTRACTOR shall conduct such reverifications of waivers and review applicable records at least once every five (5) years for de minimis and physical space constraint waivers. CONTRACTOR shall maintain a record of each waiver verification and provide a report to the DISTRICT documenting the waiver reverifications performed and recommendations to DISTRICT on those waivers that CONTRACTOR concludes are no longer warranted. The DISTRICT shall make a final determination of the waiver eligibility of those generators."

11. <u>INSPECTION AND ENFORCEMENT.</u> "Inspection and Enforcement" is added to the Agreement, and/or amended as set forth herein, as applicable:

Inspection and Enforcement

CONTRACTOR shall assist the DISTRICT with applicable inspections and enforcement as specified in this Agreement. CONTRACTOR shall maintain a computer database of all oral and written SB 1383 related non-compliance incidents reported to CONTRACTOR by Customers, or discovered by CONTRACTOR. CONTRACTOR shall maintain applicable records from inspection and enforcement in accordance with SB 1383 Regulations, with the exception of Notice of Violations which shall be the responsibility of DISTRICT. DISTRICT shall be responsible for the issuance of any fines for DISTRICT Code violations."

12. <u>COMPLAINTS</u>, <u>REPORTS OF NON-COMPLIANCE</u>. "Complaints, Reports of Non-Compliance" is added to the Agreement, and/or amended as set forth herein, as applicable:

Complaints, Reports of Non-Compliance

i. Investigation.

As needed, CONTRACTOR shall assist the DISTRICT in its investigation of complaints.

ii. Recordkeeping and Reporting.

CONTRACTOR agrees to maintain a log of all applicable oral and written complaints or reports of non-compliance received by the CONTRACTOR. CONTRACTOR shall be responsible for the prompt and courteous attention to the complaint and subsequent notice shall be sent to the DISTRICT for further inspection and enforcement efforts."

13. PROVISION FOR PROCUREMENT OF RECOVERED ORGANIC WASTE PRODUCT "Provision for Procurement of Recovered Organic Waste Products" is added to the Agreement, and/or amended as set forth herein, as applicable:

Provision for Procurement of Recovered Organic Waste Products

CONTRACTOR agrees to act as a direct service provider on behalf of the DISTRICT. CONTRACTOR shall coordinate and cooperate with the DISTRICT in meeting its recovered Organic Waste product procurement target, as required by SB 1383 Regulations, 14 CCR Section 18993.1.

CONTRACTOR shall procure an annual quantity of Recovered Organic Waste Products in an amount not more than the quantity specified in the calculations used to determine the Compliance Fee as requested by the DISTRICT. Recovered Organic Waste Products shall comply with 14 CCR 18993.1(f). CONTRACTOR shall comply with the recordkeeping and verification requirements of 14 CCR 18993.2.

14. <u>CONTAINER REQUIREMENTS.</u> "Container Requirements" is added to the Agreement, and/or amended as set forth herein, as applicable:

CONTRACTOR shall provide Collection Containers as follows: (i) Solid Waste container bodies and/or lids shall be black or gray; (ii) Recyclable Materials container bodies and/or lids shall be blue; (iii) Organic Waste Container bodies and/or lids shall be green; and (iv) commercial Food Waste Container bodies and/or lids shall be brown. Bin container lids may be black in compliance with SB 1383 requirements.

No later than January 1, 2036, CONTRACTOR shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Agreement or as otherwise specified in the SB 1383 Regulations. Notwithstanding this Section, the CONTRACTOR is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Agreement prior to the end of the useful life of those Containers, or prior to January 1, 2035, whichever comes first.

15. <u>LABELING REQUIREMENTS</u> "Labeling Requirements" is added to the Agreement, and/or amended as set forth herein, as applicable:

Labeling Requirements

CONTRACTOR shall place a label on the body or lid of each Container that has been provided to a Customer that includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that Container in accordance with the SB 1383 Regulations. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container."

16. <u>ORGANICS RECORDKEEPING AND REPORTING</u>. "Organics Recordkeeping and Reporting" is added to the Agreement, and/or amended as set forth herein, as applicable:

Organics Recordkeeping and Reporting

CONTRACTOR shall prepare and maintain the records identified in 14 CCR Section 18995.2(f) arising from the work performed by CONTRACTOR and assist DISTRICT in reporting such information in form and format satisfactory to the DISTRICT.

CONTRACTOR shall allow DISTRICT access to records via remote access to CONTRACTOR's third-party reporting software for the purposes of auditing and inspecting SB 1383-related records and reports. Additional information that may be required from time to time for the purposes of complying with the SB 1383 Regulations shall also be furnished by the CONTRACTOR within a reasonable amount of time and upon request.

Regulations, including a list of the customers, the type of violation (including not providing Containers for customer use, and other compliance violations), actions taken to educate those customers, and contact information for those customers. Such reports shall be provided quarterly or as required by DISTRICT.

CONTRACTOR shall report on all activities as mutually agreed upon with the DISTRICT at least one month in advance of the DISTRICT's reports to CalRecycle on August 1.

CONTRACTOR shall provide a full customer list including service level, date of service, and customer contact information upon DISTRICT request.

17. <u>IDENTIFICATION OF FACILITIES</u> Identification of Facilities is added to the Agreement, and/or amended as set forth herein, as applicable:

CONTRACTOR shall identify the Recyclable Materials and Organic Waste Processing Facilities to which they will transport organic waste as required by the SB 1383 Regulations.

18. OTHER TERMS AND CONDITIONS UNCHANGED.

Except as expressly amended by the Amendment, all other terms and conditions of the Agreement shall remain unchanged. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement and/or any previous amendment thereto, the terms and conditions of this Amendment shall prevail and control.

19. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first above written.

RUBIDOUX COMMUNITY SERVICES DISTRICT

BURRTEC WASTE INDUSTRIES, INC.

By:		By:	
	President, Board of Directors		President
	Rubidoux Community Services District	Its:	Burrtec Waste Industries, Inc.
Attest:			
By:			
	General Manager		
	Rubidoux Community Services District		
	and as to Essent		
Appro	ved as to Form:		
By:			
	District General Counsel	-	

8. ACTION / DISCUSSION ITEMS (continued)

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

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 2024-38

May 16, 2024

To:

Rubidoux Community Services District

Board of Directors

Subject:

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

Refuse Collection

- 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.

RECOMMENDATION:

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

1. 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.

Respectfully,

BRIAN R. LADDUSAW, CPA

General Manager

Attach:

1. Draft Ordinance No. 2024-136

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 16th day, May 2024, ADOPTED AND APPROVED on the

6th day, June 2024, upon the following roll call vote:

AY		2.
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AWAY:

NOES:

ABSENT:	
ABSTENTIONS:	
	John Skerbelis, President Rubidoux Community Services District
(SEAL)	
ATTEST:	
Brian R. Laddusaw, General Manage Rubidoux Community Services Distric	
APPROVED TO FORM AND CONTE	ENT:
John R. Harper, District General Cou	nsel

RUBIDOUX COMMUNITY SERVICES DISTRICT WASTEWATER MONTHLY RATES EFFECTIVE JULY 6, 2024 ORDINANCE NO. 2024-136 EXHIBIT "A"

	Existing	Proposed
Customer Class	(Effective September 2023)	(Effective July 2024)
Fixed Charges (\$/month)		
Residential	\$29.55	\$31.62
Non-Residential (water meter	· size)	
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
Additional Dwelling Unit (DU) (Charge (\$/DU/month) \$29.55	\$31.62
<u>Variable Rates (\$/HCF*)</u> Non-Residential**	\$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.

8. ACTION / DISCUSSION ITEMS (continued)

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

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 2024-39

May 16, 2024

To:

Rubidoux Community Services District

Board of Directors

Subject:

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

Refuse Collection

- 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.

RECOMMENDATION:

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

1. Schedule a Public Hearing and Final Reading of Ordinance No. 2024-137 for the June 6, 2024, regular meeting of the Board of Directors of the Rubidoux Community Services District.

Respectfully,

BRIAN R. LADDUSAW, CPA

General Manager

Attach:

1. Draft Ordinance No. 2024-137

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,

Continued - Ordinance No. 2024-137, Page 3

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^{th} day, May 2024, ADOPTED AND APPROVED on the 6^{th} 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-Secret Rubidoux Community Services District	- tary
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"

	Existing	Proposed
Customer Class	(Effective September 2023)	(Effective July 2024)
Fixed Charges (\$/month)		
Residential (meter size)		
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
Non-Residential (meter size	ze)	
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
Additional Dwelling Unit (D	U) Charge (\$/DU/month)	
Residential	\$23.06	\$24.33
Non-Residential	\$23.06	\$24.33

RUBIDOUX COMMUNITY SERVICES DISTRICT POTABLE WATER MONTHLY RATES EFFECTIVE JULY 6, 2024 ORDINANCE NO. 2024-137 EXHIBIT "A"

	Existing	Proposed			
Customer Class	(Effective September 2023)	Customer Class	(Effective July 2024)		
Variable Rates (\$/H	ICF*)	Variable Rates (\$/HCF	*)		
Single-Family Res	sidential	Single-Family Reside	Single-Family Residential		
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		
Multi-Family Resi Tier 1 (0 - 8) Tier 2 (9+)	dential \$2.39 \$2.45		ntial \$2.53 \$2.59		
Non-Residential Tier 1 (Uniform)	\$2.42	Non-Residential Tier 1 (Uniform)	\$2.56		

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

8. ACTION / DISCUSSION ITEMS (continued)

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

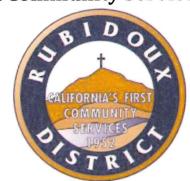
Rubidoux Community Services District

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 2024-40

May 16, 2024

To:

Rubidoux Community Services District

Board of Directors

Subject:

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.

Refuse Collection

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.

RECOMMENDATION:

Management recommends the Board of Directors of the District:

- 1. Provide staff with direction on the desired candidate for the LAFCO Regular Special District Member Eastern Region run-off election.
- 2. If a desired candidate is selected, authorize the Board President to 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.

Respectfully,

BRIAN R. LADDUSAW, CPA

General Manager

Attachment(s):

- 1. LAFCO Run-Off Election Instructions and Ballot
- 2. Candidate Statement Castulo Estrada
- 3. Candidate Statement Bruce Underwood



May 3, 2024 via electronic mail

2024 BALLOT INSTRUCTIONS FOR THE SPECIAL DISTRICT SELECTION COMMITTEE RUN-OFF ELECTION FOR THE SPECIAL DISTRICT-EASTERN REGION REGULAR MEMBER OF THE RIVERSIDE LOCAL AGENCY FORMATION COMMISSION

To the Special District Selection Committee (Presiding Officers of Independent Special Districts of Riverside County c/o District Clerks):

Please read these instructions carefully before completing your ballots.

Recently, and as previously announced, an election process was completed for two Special District positions for the LAFCO Commission which was conducted by electronic mail, regular USPS mail, or hand delivered. As a result of the election process, a tie vote resulted for the Eastern Region Regular Special District member of the Commission. It has been determined by LAFCO and Riverside County legal counsel that a run-off election be held as the most appropriate method going forward. This election will also be conducted by electronic or regular USPS mail, or hand delivered.

Enclosed you will find an official election ballot for the position as follows:

One (1) LAFCO Regular Special District Member – Eastern Region: Although candidates were restricted to the Eastern Region area of the County, all members of the SDSC may cast ballots for this position.

General Instructions and Information:

- Completed ballots must be delivered via electronic mail to rholtzclaw@lafco.org, or by regular mail or hand delivered to the LAFCO office at 6216 Brockton Avenue, Suite 111-B, Riverside CA 92506 no later than 5:00 p.m. on Tuesday, July 2, 2024.
- Only the Presiding Officer, or another governing board member authorized by your board of directors/trustees to vote, may cast the ballots. Board members designated by their district board to vote in place of the Presiding Officer must provide that authorization (in the form of a resolution or minute order) to LAFCO no later than the time the ballots are cast. District managers or other staff members are not authorized to vote or sign the ballot.

- The voting member must print his or her name on the ballots as well as sign and date the certification indicating he or she is authorized to vote for the district.
- We must receive each ballot with an original signature. However, if you deliver your ballot via electronic mail, you may return a scanned copy of the <u>signed</u> ballot by email to <u>rholtzclaw@lafco.org</u>
- Failure to follow these instructions will invalidate the ballot not meeting these requirements.

Finally, these positions ensure special districts are appropriately represented on the LAFCO Commission. Appointments are only valid if ballots representing a quorum from 29 of the 55 independent special districts are returned. Please return your ballots in a timely manner.

If you have any questions, please contact our office at (951) 369-0631.

Sincerely,

Gary Thompson Executive Officer

Attachments:

1) 2024 Special District Selection Committee – Official Run-Off Election Ballot- Eastern Region Regular Member

May 3, 2024 via electronic mail

SPECIAL DISTRICT SELECTION COMMITTEE REGULAR MEMBER- RUN OFF ELECTION 2024 BALLOT

Name of District:	
Print District Name Here (required)	
Certification of voting member:	1
I, hereby certify the	at I am (check one):
☐ The presiding officer of the above-named district.	
☐ A member of the board of the above-named district authorized by the of the presiding officer. [Authorization ☐ previously transmitted ☐ at	
Signature (required)	Date (required)
Regular Special District Member of the Local Agency Formation Commission – Eastern Region - (Term running through May 1, 2028)	
Please mark only one candidate in the box opposite the	neir name.
BRUCE UNDERWOOD, Coachella Valley Public Cemetery District	
CÁSTULO ESTRADA, Coachella Valley Water District	
Listed in random drawing order conducted on 2/14/2024 at 9:39 a.m.	
Completed ballots must be delivered via electronic mail to	

Brian Laddusaw

From: Coachella Valley Water District <cvwd@cvwdmail.org>

Sent: Thursday, May 9, 2024 8:43 AM

To: Brian Laddusaw

Subject: Re-elect Cástulo Estrada for Riverside LAFCO Special District Representative

View this in your browser



Re-elect Cástulo Estrada for Riverside LAFCO Special District Representative



Thursday, May 9, 2024

I request your support for <u>Coachella Valley Water District</u> Board Vice President **Castulo Estrada, who holds the current position for the eastern region as a regular member** of the Riverside Local Agency Formation Commission (LAFCO). The run-off election for the special district eastern region is now taking place until July 2, 2024.

Cástulo Estrada is a native of the Eastern Coachella Valley. He works for the City of Coachella as its <u>Utilities</u> <u>Manager</u> overseeing the water, sanitation and environmental compliance divisions and resides in Coachella with his wife, Cindy, and two children.

In addition to his position with the City of Coachella, Mr. Estrada has served on the <u>Salton Sea Authority Board of Directors</u> since 2014, including as the President in 2019/2020 and currently as the Secretary. Mr. Estrada was appointed in 2019 reappointed in 2020 and 2024 as a member of the State Water Resources Control Board's Statewide and Regional <u>Safe and Affordable Funding for Equity and Resilience</u> (SAFER) <u>Program Advisory Group</u>.

Mr. Estrada serves as the Board Vice President at Coachella Valley Water District. He was elected to a four-year term at CVWD beginning in 2014, re-elected in 2018, and appointed without opposition in 2022 to his current term.

Mr. Estrada formed the <u>Coachella Valley Disadvantaged Communities Task Force</u>, which works to secure access to safe, affordable drinking water, wastewater, and flood control services in historically disadvantaged Coachella Valley regions through strategic planning, funding procurement, needs assessment, and reporting – all in collaboration with community members and stakeholders. He has also been instrumental in CVWD's effort to secure over \$100 million in grants for water and sewer projects in the Eastern Coachella Valley. Watch a <u>video</u> or read the <u>news release</u> for more information on the grants.

Cástulo Estrada is a candidate with a wealth of knowledge and a solid commitment to our special district. His exceptional leadership skills have positively impacted the Coachella Valley and the surrounding areas he serves. We are honored to have him continue his service as an LAFCO member, and we urge you to join us in supporting him.

Please vote to support **Cástulo Estrada** as the Regular Special District Member of the Riverside LAFCO Eastern Area before the July 2, 2024, voting deadline.

Sincerely,

J. M. Barrett General Manager



Coachella Valley Water District, PO Box 1058 Coachella, CA 92236 Phone (760) 398-2651 | Fax (760) 398-3711 | Contact Us









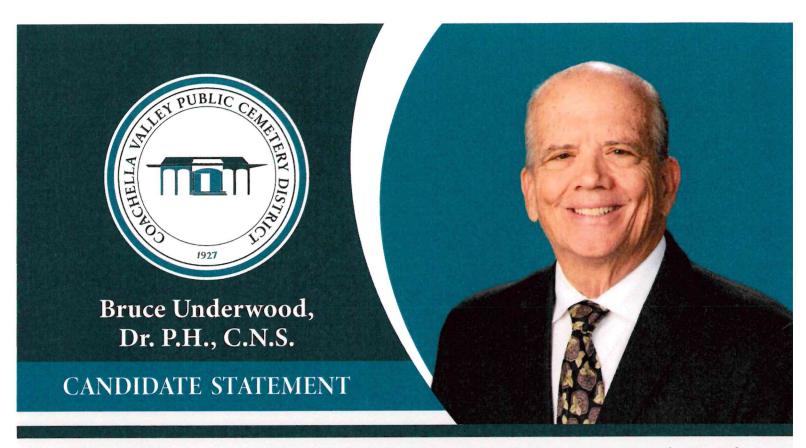


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I am pleased to announce my candidacy for the special district (eastern) representative seat on the Riverside County Local Agency Formation Commission (LAFCO).

Serving on the Coachella Valley Public Cemetery District Board, I am the former President and a current Trustee. I began my service on the Board in 2018 and am currently serving my second term. My experience and commitment to supporting the vital role Special Districts play in our community is extensive, including past service on the Board of the Coachella Valley Recreation and Park District, and the Coachella Valley Mosquito and Vector Control District. In my professional capacity I have also worked with several local Special Districts supporting their employees through healthy living initiatives. My knowledge, background and experience with Special Districts is broad, a unique knowledge set I hope to bring to the LAFCO commission.

My service in the community has also provided me unique perspectives on leadership and problem solving. I have had the great pleasure of working with organizations that make a difference in our community, including the Heart Institute of the Desert Foundation, The Regional Access Project, the American Preventive Care Association, and many more. I have also been afforded the opportunity to shape future leaders, working in education at Chapman University and the Loma Linda University School of Public Health. In a career that has spanned twenty-five years of experience and community involvement, with increasing levels of responsibility and leadership, I have earned a reputation for professional competency, civic responsibility, and personal integrity among colleagues, clients, students, and community leaders.

Special Districts are unique, and they deserve representation with a depth of knowledge and understanding that spans the vast scope of critical services they provide. With Special District experience that stretches across eastern Riverside County, and a broad scope of services, mine will be a voice of fair and reasoned oversight on this important commission.

I look forward to being your voice in government.

9.	DIRECTORS COMMENTS AND REQUEST	

10. <u>NEXT MEETING</u>

Thursday, June 6, 2024, at 4:00 p.m.

11.	AD.	JOU	RNI	MENT