

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, September 19, 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 September 5, 2024, Regular Meeting
- B. Consideration to Approve September 20, Salaries, Expenses and Transfers
- C. **DM 2024-71:** Consider Adoption of Resolution No. 2024-918, A Resolution Authorizing the General Manager, or Designee, to Apply for, Receive, and Enter into a Cooperative Agreement, and Administer a Grant for the FY 2025 U.S. Bureau of Reclamation Drought Response Program Drought Resiliency Projects – Intertie Project
- D. **DM 2024-72:** Consider Adoption of Resolution No. 2024-919, A Resolution Authorizing the General Manager, or Designee, to Apply for, Receive, and Enter into a Cooperative Agreement, and Administer a Grant for the FY 2025 U.S. Bureau of Reclamation Drought Response Program Drought Resiliency Projects – New Reservoirs Project

6. CORRESPONDENCE AND RELATED INFORMATION

7. REPORTS

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

8. ACTION / DISCUSSION ITEMS

- A. **DM 2024-73:** Consider Professional Services Contract to Prepare Bid Specifications for the Advanced Metering Infrastructure (AMI) Project
- B. **DM 2024-74:** Consider Approval of Agreement with West Valley Water District to Deliver Imported Water

9. DIRECTORS COMMENTS AND REQUESTS

10. NEXT MEETING

Thursday, October 3, 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 September 5, 2024, Regular Meeting

**RUBIDOUX COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS**

**MINUTES OF REGULAR MEETING
Thursday, September 5, 2024**

DIRECTORS PRESENT: Bernard Murphy
F. Forest Trowbridge
John Skerbelis

DIRECTORS VIA ZOOM: Armando Muniz

DIRECTORS ABSENT: Hank Trueba, Jr.

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

VISITORS (SIGNED IN): Diana Leja, RCSD Resident
Ross Leja, RCSD Resident

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, September 5, 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.

ITEM 5. CONSENT CALENDAR-

Director Murphy had comments/questions on Consent Calendar.

- A. Approval of Minutes for August 15, 2024, Regular Meeting- **Director Murphy had two (2) comments on the minutes. Modified in RED.**

**RUBIDOUX COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS**

MINUTES OF REGULAR MEETING- **MODIFIED
Thursday, August 15, 2024**

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

DIRECTORS VIA ZOOM: Armando Muniz

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

VISITORS (SIGNED IN): Kit Bobko, District Special Counsel
John Harper, District General Counsel via Zoom
Diana Leja, RCSD Resident
Ross Leja, RCSD Resident
Riverside County Fire Station 38 Personnel

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, August 15, 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

*****Director Murphy requested to move item 5D. DM 2024-65:** Consider Adoption of Resolution No. 2024-917, A Resolution Authorizing the General Manager, or Designee, to Apply for, Receive, and Enter into a Cooperative Agreement, and Administer a Grant for the FY 2025 Bureau of Reclamation Water and Energy Efficiency Grant **and 5E. DM 2024-66:** Consider Proposal from Albert A. Webb Associates for Preparation of a U.S. Bureau of Reclamation WaterSMART Drought Response Grant Program Application **from ITEM 5. CONSENT CALENDAR to ITEM 8. ACTION/ DISCUSSION ITEM*****

ITEM 3. ROLL CALL – General Manager

ITEM 4. PUBLIC COMMENTS

No public comments.

ITEM 5. CONSENT CALENDAR

- A. Approval of Minutes for August 1, 2024, Regular Meeting
- B. Consideration to Approve August 16, 2024, Salaries, Expenses and Transfers
- C. **DM 2024-64:** Consider Proposal from Lillestrand Leadership Consulting to Develop a 5-Year Strategic Plan for Rubidoux Community Services District
- D. **DM 2024-65:** Consider Adoption of Resolution No. 2024-917, A Resolution Authorizing the General Manager, or Designee, to Apply for, Receive, and Enter into a Cooperative Agreement, and Administer a Grant for the FY 2025 Bureau of Reclamation Water and Energy Efficiency Grant
- E. **DM 2024-66:** Consider Proposal from Albert A. Webb Associates for Preparation of a U.S. Bureau of Reclamation WaterSMART Drought Response Grant Program Application

ACTION:

Director Murphy moved, and Director Muniz seconded to approve items A-C on the Consent Calendar, items D and E have been moved to Action/Discussion Items:

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

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

ITEM 6. CORRESPONDENCE AND RELATED INFORMATION

No correspondence and related information was included for the meeting discussion.

ITEM 7. REPORTS

- A. **Operations Report** (Second Meeting Each Month)

Director of Operations Miguel Valdez reported the Water and Wastewater production numbers for July. The average total well production in million gallons for potable water is 4.74. The total was 4.74. The Wastewater flow to Riverside average was 1.77. The consumption of JCSD was 0.0. Well No. 18 potable production was 35.6%. Well No. 8 was 27.9%. Well No. 6 produced 10.9%. Well No. 4 produced 13.9%. Well No. 2, and the Jurupa Tie- In produced 0.0%. Well No. 1 produced 11.7%.

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

Riverside County Fire Station 38 Personnel presented the incidents reported for the month of July 2024. The station had a total of 288 calls. It received 29 false alarm calls, 1 hazardous material, 199 medical calls, 10 other fire calls, 7 public service assistant calls, 1 rescue fire, 1 rescue, 3 ringing alarms, 4 standbys, 27 traffic collisions, 1 vehicle fires and 5 wildland fires.

C. General Manager and Staff Reports / Updates

General Manager Brian Laddusaw presented to the Board of Directors the 10th Annual State of the City Community of Businesses Conference invite. The conference is scheduled for September 24, 2024, at the Skyview Event Center. He also invited the Board of Directors to the 2024 Volunteer and Partners Recognition Event scheduled for August 22, 2024. The event will take place at the Community Action Partnership. The event is hosted by the Community Action Partnership of Riverside County.

D. Committee Reports

No committee meetings were held.

ITEM 8. ACTION/DISCUSSION ITEMS.

- A. DM 2024-67:** Consider At-Risk Development Agreement for Tract 38178 (Countryside Estates)

BACKGROUND:

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

Within the City and District, a tract of homes is under development by GDC-RCH Countryside, LP, (“Developer”) which is Tract 38178. The project, currently called “Countryside Estates”, includes a total of 31 detached single family residential lots and is located east between Riverview Drive and Limonite Frontage Road. The Tract Map for this development has not yet been approved by the City and therefore have not yet been recorded with the County Recorder. The Developer desires, however, to start construction on this project prior to approval and recording of the Tract Map. The City will soon permit the Developer to start grading the proposed streets and building pads and the next step in construction is to install the Water and Sewer Pipelines (“Pipelines”).

As the District's Manual requires the Tract Map be recorded, technically the District cannot allow construction of the Pipelines at this time. Since the Manual is a legally adopted document by the Board, staff considers it appropriate to create an Agreement with the Developer to start construction and to bring the Agreement to the Board for approval before signing the Agreement. Similar agreements were considered and approved by the Board with different developers for Tract 37211 on March 21, 2024, pursuant to Directors Memorandum 2024-25 and Tracts 32721 and 36947, pursuant to Directors Memorandum 2024-45.

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

Coordination

As negotiations are still underway with the Developer on sewer extensions for the benefit of current Water customers for connection to the District sewer, the current agreement has DRAFT Water and Sewer Plans included. Staff will use the approved water and sewer plans in the final agreement to be circulated after these negotiations are complete and the Board has had the opportunity to consider the cost of construction of these extensions.

Staff has coordinated with GDC-RCH Countryside, LP (aka R.C. Hobbs, Developer) in the development of the attached Agreement and recommend the Board of Directors consider its approval. The previous agreements with similar language have been reviewed as to form by John Harper, District Council and Staff believes this agreement is therefore appropriate. This agreement differs, however, in that it recognizes the continuing negotiations between the Developer and District on the construction of the sewer extensions mentioned above as well as substituting the correct Developer's name and contact information for this project. These additional recitals have been reviewed by John Harper and have been found to be acceptable.

ACTION:

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

Sign the agreement titled "AT RISK CONSTRUCTION AGREEMENT WATER AND SEWER SYSTEM IMPROVEMENTS TRACT NO. 38171 (Countryside Estates)" between the District and Developer and to substitute final approved water and sewer plans into the agreement when they are complete.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

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

- D. **DM 2024-65:** Consider Adoption of Resolution No. 2024-917, A Resolution Authorizing the General Manager, or Designee, to Apply for, Receive, and Enter into a Cooperative Agreement, and Administer a Grant for the FY 2025 Bureau of Reclamation Water and Energy Efficiency Grant

BACKGROUND:

In Fiscal Year (“FY”) 2023, the Rubidoux Community Services District (“District”) was awarded a grant from the U.S. Bureau of Reclamation (“USBR”) under their WaterSMART “Water and Energy Efficiency Grant” Program (“Grant Program”). With the assistance of Albert A. Webb Associates (“Webb”), the District secured \$1.5 million in grant funding to help the District replace approximately 5,000 existing meters to Advanced Metering Infrastructure (“AMI”) technology. These grant monies are earmarked for Phase I of the District’s overall AMI Meter Replacement Project (“Project”) which looks to replace 100% of the District’s meters to AMI. Phase I, which is currently in progress and expected to go to bid shortly, is expected to change-out approximately 75% of the District’s meters and is expected to be completed by December 2026. This leaves about ±1,800 meters to be changed-out under Phase 2 of the Project.

On December 21, 2023, pursuant to Directors Memorandum (“DM”) 2023-109, the District authorized a proposal from Webb to prepare a Phase 2 grant application under the same USBR Grant Program (Attachment 1). The original deadline for submitting this grant application was February 22, 2024. After consultation with District staff and Webb, it was determined expediting the grant application under the February 22, 2024, deadline was not in the best interest of the District to ensure the most accurate, complete, and comprehensive application was submitted to secure much needed funding. Thus, the District decided to submit the grant application in the FY 2025 funding cycle, which has a deadline of November 13, 2024.

The grant application is now substantially complete (Attachment 2). As part of the grant application, the District’s Board of Directors (“Board”) must consider and adopt a Resolution authorizing the General Manager, or designee, as representative with the USBR to facilitate all grant documents related to the WaterSMART “Water and Energy Efficiency Grant” Program.

Included as Attachment 3 to this DM is Resolution No. 2024-917, ‘A Resolution Authorizing the General Manager, or Designee, to Apply for, Receive, and Enter into a Cooperative Agreement, and Administer a Grant for the FY 2025 Bureau of Reclamation Water and Energy Efficiency Grant.’ Similar Resolutions were considered and adopted by the Board during Phase 1 of the grant application process. Resolutions No. 2022-893 and 2022-894 are attached for reference (Attachment 4 and 5).

Budget Considerations

The only budgetary considerations related to this DM is staff time spent on administrative tasks associated with reviewing and facilitating the grant application with Webb. Based on the current grant timeline, the USBR will announce selections in May 2025 and award funding in October 2025. If the District is successful in its grant application, the announcement month of May 2025 should allow for staff to incorporate Phase 2 projects costs into the District’s FY 2025|2026 Budget.

ACTION:

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

Adopt Resolution No. 2024-917, ‘A Resolution Authorizing the General Manager, or Designee, to Apply for, Receive, and Enter into a Cooperative Agreement, and Administer a Grant for the FY 2025 Bureau of Reclamation Water and Energy Efficiency Grant.’

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

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

- E. **DM 2024-66:** Consider Proposal from Albert A. Webb Associates for Preparation of a U.S. Bureau of Reclamation WaterSMART Drought Response Grant Program Application

BACKGROUND:

In March 2022, the Rubidoux Community Services District (“District”) Board of Directors (“Board”) first entered into a professional services agreement with Albert A. Webb Associates (“Webb”) to assist District staff in writing grant applications. Grant writing is a unique skillset and with the District only having 26 full-time equivalent employees, District staff does not possess the time nor expertise to write successful grant applications at the same level as Webb. Some of the advantages with leveraging the use of a professional grant writer include but are not limited to:

1. **Expertise and Experience:** Professional grant writers have specialized training and experience in researching, writing, and submitting grant proposals. They understand the nuances of grant applications, including specific requirements and formatting guidelines. This expertise can increase the chances of success in securing grant funding.
2. **Time Efficiency:** Preparing a grant proposal can be a time-consuming process. Professional grant writers can streamline the process, allowing the District’s staff to focus on their core responsibilities, which is particularly important for a small District like Rubidoux.
3. **Access to Funding Opportunities:** Professional grant writers often have access to databases and resources that provide information about various grant opportunities. They can help identify grants that are a good fit for the District’s mission and programs, increasing the likelihood of securing funding.
4. **Competitive Advantage:** Many grant opportunities are highly competitive, with numerous organizations vying for limited funds. Professional grant writers can help organizations craft compelling proposals that stand out from the competition.

The District has previously utilized Webb for grant application support services. In FY 2023, the District was awarded a grant from the U.S. Bureau of Reclamation (“USBR”) under their

WaterSMART “Water and Energy Efficiency Grant” Program (“Grant Program”). With the assistance of Webb, the District secured \$1.5 million in grant funding to help the District replace approximately 5,000 existing meters to Advanced Metering Infrastructure (“AMI”) technology under what’s referred to as Phase I of the District’s overall AMI Meter Replacement Project (“Project”) which looks to replace 100% of the District’s meters to AMI. Earlier this evening, the Board reviewed the draft grant application for Phase 2 of the Project and considered the adoption of Resolution No. 2024-917 to allow the General Manager to facilitate all the grant documents. If the grant application under Phase 2 is successful, the District is hopeful to receive approximately \$769,000 in grant monies towards the Project.

Since 2020, the District has been successful on numerous grant application efforts, most of which have utilized the services of grant writing professionals. A summary of those awards is highlighted below:

Grant Program	Maximum District Award
CalOES FY 2020-21 Community Power Resiliency Program	\$ 300,000.00
SB 1383 Local Assistance Grant Program	\$ 53,174.00
SWRCB Water Arrearages Program	\$ 86,281.13
SWRCB Wastewater Arrearages Program	\$ 40,406.76
2023 U.S.B.R. WaterSmart Grant - AMI Meters	\$ 1,500,000.00
2023 U.S.B.R. WaterSmart Grant - Well 25 and Treatment	\$ 1,457,500.00
CalOES Hazard Mitigation Grant Program	\$ 168,525.50
Total	\$ 3,605,887.39

Currently there is a grant funding opportunity under the USBR WaterSMART Drought Response (Resiliency) Grant Program to facilitate the funding of two crucial District projects: 1) construction of an inter-agency interconnection with West Valley Water District and 2) replacement of Hunter 1 Reservoir and construction of a new 20th Street Reservoir.

- 1) Intertie with West Valley Water District – Historically, the District has been 100% groundwater (“GW”) reliant. Although the District currently has an interconnection with Jurupa Community Services District (“JCSD”), the District’s current production capacity (supply) over demand has allowed the District to wholesale water to JCSD during the summer months. The District could purchase water from JCSD as part of a total dissolved solids (“TDS”) concentration reduction strategy but this could only be facilitated in the winter months, when JCSD’s demand is low. The District does not view this interconnection as a viable emergency connection year round. Understanding the need for redundant supply to enhance the reliability of the water distribution system year round, the District in 2020 began working on a 5-party agreement with Western Municipal Water District, San Bernardino Valley Municipal Water District, West Valley Water District, and Metropolitan Water District to provide up to 2,000 acre-feet/year (“AFY”) of low TDS State Water Project water to the District. This agreement was formally executed by all parties in June 2024. Design of the interconnection is now substantially complete and is considered “shovel ready”. Since access to an additional 2,000 AFY of water is not an imminent need for the District, the District can seek grant financing to cover up to 50% of the project cost. Absent grant financing, the District would have to facilitate this infrastructure through existing reserves, debt financing, or condition a

developer to build it and would require the issuance of EDU fee credits for their project. Subsidizing the construction of the interconnection via grant monies provides the lowest cost option for the District and its rate-payers.

- 2) Reservoir replacement and construction – The District has four water storage reservoirs currently in operation: Atkinson, Perrone, Watson, and Hunter 1. 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. In August 2023, the Board adopted a multi-year Corrective Action Plan to address the deficiencies in the existing water storage reservoirs. Further, in the District’s 2022 Water Master Plan, Hunter 1 was identified as needing to be replaced altogether. Hunter 1 is a 0.4 MG water storage reservoir in the District’s 1238-foot pressure zone. Facilitating this replacement is deemed critical. Additionally, in the District’s 2022 Water Master Plan is a new 3.65 MG water storage reservoir to provide additional storage to the Atkinson (1066-foot) pressure zone. Sizing criteria was based on fire flow storage requirements for the Atkinson Zone. Although grant monies under this program cannot be used for repairs and maintenance, they can be utilized for the replacement of Hunter 1 and construction of a new 5th water storage reservoir, currently called the 20th Street Tank. Both tanks are crucial for the long-term sustainability and growth of the District.

The USBR Drought Response Grant Program has two funding groups and thus allows the District to apply for grant funding under both groups but most importantly, without competing against each other. Funding Group 1 allows for up to \$750,000 and Funding Group 2 allows for up to \$3,000,000. The only caveat is the max total funding for the District during this funding cycle is \$3,000,000. This will require the District to reduce the funding request amongst both groups to not exceed \$3,000,000 in the aggregate.

Given Webb’s proven track record of securing grant financing for critical District projects in the past, the District requested a proposal to assist staff in preparing a grant application for the aforementioned projects. The proposal is for \$23,980, or \$11,990 per application. For reference, the District paid \$11,000 for the Phase 2 AMI grant application in 2023.

Budget Considerations

Included in the District’s Fiscal Year (“FY”) 2024|2025 Water Fund Budget is line 39 ‘Consulting Fees: Grant Support Services’ for \$15,000. This amount is insufficient to cover the cost of this work and the Board would need to amend the budget before proceeding forward with these efforts. Further, since most grant programs have two funding deadline periods, it’s likely the District may wish to apply for another grant in Winter 2025. Thus, staff recommends the Board consider amending the District’s FY 2024|2025 Water Fund Budget line 39 from \$15,000 to \$40,000, which will allow for District staff to issue a Task Order to Webb for \$23,980 for this work and provide an additional \$15,000 for the remainder of the fiscal year should staff deem it necessary to pursue an additional grant opportunity in early 2025. The budget amendment of \$25,000 would be funded from the District’s Water Fund Unrestricted Operating Reserve.

ACTION: - MODIFIED in RED

Director Murphy asked if Albert A. Webb Associates had already started billing on this job project and GM Brian Laddusaw answered no.

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

1. Issue a Task Order to Albert A. Webb Associates in the amount of \$23,980 to assist staff with preparing a grant application under the U.S. Bureau of Reclamation's Drought Response Program to secure funding for the District's interconnection with West Valley Water District and facilitate the replacement and construction of two water storage reservoirs.
2. Amend the District's Fiscal Year 2024|2025 Water Fund Budget line 39 'Consulting Fees: Grant Support Services' from \$15,000 to \$40,000 funded from the District's Water Fund Unrestricted Operating Reserve.

Roll call:

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

Noes – 0

Abstain – 0

Absent – 0

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

ITEM 9. DIRECTOR'S COMMENTS AND REQUESTS- MODIFIED in RED

Director Murphy commented on Planet Bids. He also noted the turn out of the pre-bid was 27 and when 1 bid was received, he commented more people showed up to the pre-bid than the bid. Director Trueba introduced Diana Leja and her husband Ross Leja who were in attendance at the Board meeting. No other Directors had comments.

*****Recess at 4:26 pm, resume at 4:30 pm for CLOSED SESSION*****

ITEM 8. ACTION/DISCUSSION ITEMS.

- B. CLOSED SESSION** Start at 4:30pm: Pursuant to Government Code Section 54956.9: Legal Counsel Status on Litigation Case No. CIVDS 1310520, City of Riverside vs. Rubidoux Community Services District

Closed Session Ends at: 5:04 pm

The Board of Directors had no reportable actions.

ITEM 10. NEXT MEETING

Thursday, September 5, 2024, at 4:00 P.M.

ITEM 11. ADJOURNMENT

President Skerbelis adjourned the meeting at 5:05 P.M.

ACTION:

Director Murphy moved, and Director Skerbelis seconded to approve the Approval of the Modified Minutes for August 15, 2024, Regular Meeting.

Roll call:

Ayes – 4 (Murphy, Skerbelis, Trowbridge, Muniz)

Noes – 0

Abstain – 0

Absent – 1 (Trueba)

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

Director Murphy had a few comments/questions on Salaries, Expenses and Transfers.

B. Consideration to Approve September 6, 2024, Salaries, Expenses and Transfers
Director Murphy had a question regarding the appraisal for Tract Map 38318, specifically for lots 8, 17, and 18 for well sites. He asked if this was solely for well sites. GM Brian Laddusaw responded that it was for well sites and the expansion of the Leland Thompson Plant. Director Murphy then inquired whether, in 5 to 10 years, there would be a need for an expansion of the Fire Station. GM Laddusaw stated that he has been informed there will be no need for a new Fire Station, only additional personnel at the existing station. Director Murphy commented that the Fire Station was built to accommodate three (3) crews, and in the future, services like paramedics or another Fire Station may need to be added. Director Skerbelis mentioned that the station on Camino Real is also undergoing work. Director Murphy asked for confirmation that they are not looking for land to build a new Fire Station, and GM Laddusaw confirmed that lot 8 is for the expansion of the Leland Thompson Plant, while lots 17 and 18 are needed in the mid-term.

C. DM 2024-68: Receive and File Statement of Cash Asset Schedule Report Ending July 2024

ACTION:

Director Murphy moved, and Director Trowbridge seconded to approve the items B. Consideration to Approve September 6, 2024, Salaries, Expenses and Transfers and C. DM 2024-68: Receive and File Statement of Cash Asset Schedule Report Ending July 2024 on the Consent Calendar:

Roll call:

Ayes – 4 (Murphy, Skerbelis, Trowbridge, Muniz)

Noes – 0

Abstain – 0
Absent – 1 (Trueba)

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

ITEM 6. CORRESPONDENCE AND RELATED INFORMATION

No correspondence and related information was included for the meeting discussion.

ITEM 7. REPORTS

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

General Manager Brian Laddusaw presented the 10th Annual State of the City Community of Businesses Conference invitation to the Board of Directors. The conference is scheduled for September 24, 2024, at the Skyview Event Center. The District receives four (4) complimentary tickets for being members of the Chamber of Commerce. He also provided an update on the General Election. Since the number of candidates does not exceed the number of offices to be filled, and no petition requesting that the election be held was filed by August 14, 2024, the scheduled election will not take place. The County Board of Supervisors will appoint the qualified candidates to office in lieu of an election, and they will serve as if they had been elected. Certificates of Appointment in Lieu of Election will be issued after the Board of Supervisors takes action. The District will not have to pay the election costs.

GM Laddusaw also updated the Board on the LAFCO Annexation, covering eight areas comprising 282 acres, 178 single-family residences, and commercial/industrial lots. The Plan of Service was signed in January 2024. Some issues included the survey rejecting the Plan of Service (POS) due to insufficient instrument numbers, and the POS omitting two areas in the District's CAD without a record with LAFCO. To remedy this, LAFCO and TKE found alternative document numbers, and the missing areas will be included in the revised POS. The timeline is as follows:

- September 2024: New legal descriptions and plats prepared for the two new areas.
- October 2024: Revised POS submitted to Survey.
- November 2024: Tax Negotiation/Resolution.
- December 2024: LAFCO Board Meeting for Annexation Approval.

Director Murphy asked who was involved in the tax negotiations. GM Laddusaw responded who the three (3) affected agencies were. Director Murphy also asked for clarification on the term "instrument number," as he is familiar with a document recorded with a recordation number from the County Recorder. Staff confirmed they are the same. Director Murphy noted that while documents were prepared and recorded, the recordation number is unknown, so the County will

accept the LAFCO number. LAFCO has copies of what the County should have but couldn't find, especially for areas 7 and 8, which will be included.

Director Murphy commented that the timeline seemed a little aggressive and emphasized the importance of taking the time needed.

GM Laddusaw also provided the Board with an update on the Field & Administration Building efforts, starting with the Fleet Services Building at 5293 Mission Blvd. (2018 purchase price ≈ \$10,200,000). In 2018, the District submitted a non-binding Letter of Interest to purchase the property, followed by a 2019 bid that included a \$1,500,000 down payment and a transfer of half the District's property tax base for TRA's 28-054 and 28-109 in perpetuity. The bid was rejected, and the property was sold to the City of Jurupa Valley.

The District's current combined approach involves two properties: 5473 Mission (Family Resource Center) and 3590 Rubidoux.

- Phase 1a: Purchase and remodel 5473 Mission for administration (near-term).
- Phase 1b: Remodel 3590 Rubidoux for field operations (near-term).
- Phase 2: Construct a vehicle/apparatus and storage building on the vacant lot at 3590 Rubidoux (mid-term).

The preferred option (Option 3) is to fully remodel and expand 3590 Rubidoux. The .67-acre lot includes a 6,190 sq. ft. building with a tentative floor plan that includes:

- 12 offices (avg. 149 sq. ft. each),
- 9 workstations (avg. 87 sq. ft. each),
- 22 seats,
- 2 conference rooms (avg. 225 sq. ft. each),
- a boardroom (826 sq. ft.), and
- a break room (514 sq. ft.).

The estimated cost for the remodel is \$4,234,000 (as of July 2024).

Phasing:

- Phase 1a: Site work at 3590 Rubidoux and construction of the Customer Service Area/Board Room. Temporary relocation of the General Manager, HR Generalist, and Director of Finance to 5473 Mission, with Board meetings moved to an alternate location.
- Phase 1b: Construction of administrative offices, with Customer Service moving into the new area, while the General Manager, HR Generalist, and Director of Finance remain at 5473 Mission. Board meetings will return to 3590 Rubidoux.

The timeline is as follows:

- September – October 2024: Detailed budget and financing strategy.

- October 2024: Finance and Budget Committee approves the budget and financing strategy.
- October – December 2024: RFP for Architectural Design Services.
- December 2024: Board authorization to issue a task order for the architect.
- January – March 2025: Design and furniture selection.
- March 2025: Board approves design.
- April – June 2025: Construction documents and bidding.
- July 2025: Board awards the construction contract.

Director Murphy asked about the current temperature control at the Field Office, and Director of Operations Miguel Valdez confirmed that the building has air conditioning. Director Murphy also inquired about the estimated costs before the bid. He noted that the estimated cost for the Mission property was initially about \$1 million, but bids came in at \$3.7 million. He clarified that the estimate included expanded and existing structures and the cost difference. Ruhnau Clarke Architects provided the original estimate, but the work was outsourced to a third-party vendor, which led to a different scheme with higher costs. Director Murphy expressed concerns about the significant discrepancy in costs and recommended the District consider hiring different architects. He also suggested engaging with field personnel regarding their needs for the building. Additionally, he recommended finding a new vendor to reassess the estimated costs.

Director Skerbelis commented on the option of having a steel building for vehicles and discussed the pros and cons of using steel for the structure.

D. Committee Reports

No committee meetings were held.

*****Recess at 5:05 pm, Resume Meeting at 5:10 pm*****

ITEM 8. ACTION/DISCUSSION ITEMS.

- A. **DM 2024-69:** Consider Reimbursement Agreement with Countryside Estates GDC-RCH Countryside, LP (“R.C. Hobbs”) for Construction of a Water Distribution Pipeline Carried in the Rubidoux Community Services District 2022 Water Master Plan

BACKGROUND:

R.C. Hobbs Construction (hereinafter referred to as the “Developer”) is developing a tract of homes within Rubidoux Community Services District’s (“District”) service area in an area commonly called Countryside Estates (“Project”). The Project encompasses single-family residences in the area bounded approximately by Riverview Drive to the South, Limonite Frontage Road to the North and residential parcels to the east and west. The Project is Tract 38171 and is currently owned by the Developer. Tentative Tract Map 38171 is included as Exhibit A within Attachment 1 (“Agreement”).

The District's 2022 Water Master Plan ("Master Plan") was adopted by the Board of Directors ("Board") on June 16, 2022. The Master Plan includes the construction of a 12" diameter water transmission pipeline to replace an existing 6" diameter water transmission pipeline which runs across Limonite Avenue from the Goldenwest Booster Pump to a 12" water transmission pipeline in Limonite Frontage Road, immediately to the north of Tract 38171. Increasing the size of this pipeline will not only provide for better water delivery to the Project but also the surrounding existing homes. This pipeline is herein referred to as the "Limonite Crossing Pipeline" for consistency with the Master Plan.

Construction Cost Estimates and Associated Water Capacity Fee EDU Credits

Staff authorized Albert A. Webb Associates ("Webb"), who assisted the District in preparation of the Master Plan to determine current project costs in accordance with Section 7.2.2 of the Master Plan which states the following:

7.2.2 Cost Index and Price Escalation

Construction costs can be expected to undergo long-term changes in keeping with corresponding changes in the national economy. The best available barometer of these changes is the Engineering News-Record Construction Cost Index (ENR-CCI), which is computed from prices of construction materials and labor. For purposes of this report, cost data are based on an ENR-CCI Los Angeles of 13,341.33 (March 2022). By reference to the ENR-CCI at any future date, the estimated construction costs included herein can be adjusted to match the current costs at that future date.

This clause allows the estimated costs to be updated to the time when actual construction is undertaken.

Webb has prepared the updated cost estimates which will be taken to the Board for approval at a future Board meeting, but it is appropriate and fair to use these cost estimates now as the cost estimates in the Master Plan were done in 2021 just prior to a significant increase in construction costs. Staff is currently analyzing the effect of these increased costs on the District's Water capacity fees collected. The current \$6,800 per equivalent-dwelling-unit ("EDU") is being used for the purposes of this Agreement. The reimbursement to the Developer is in the form of EDU fee credits to the extent practicable where the construction cost is divided by the EDU fee to determine the EDU fee credit amount. This Agreement contains language to permit the District to adjust the number of EDU fee credits based on the currently adopted EDU fees if the fees are increased in the future. It is the intention of staff to make this adjustment in the future if necessary without having to return to the Board to amend the Agreement because the Developer and District have agreed to the adjustment by fact of the Agreement and the Board will adopt any changes to the water capacity fees at a properly noticed hearing at which time all developers will be able to express their concerns to the fee change.

Webb has prepared the updated cost estimate which is included in the Agreement attached to this Director's Memorandum. The estimated cost of the Limonite Crossing Pipeline is \$320,000. There are 31 dwelling units in Tract 38171. The current water connection fee for a ¾" meter is \$6,800. Each ¾" meter connected to the District's water system is defined as one EDU. The total amount reimbursable by EDU credits is \$210,800, calculated as \$6,800 times 31 dwellings. The Project balance, currently estimated at \$109,200, will be paid to the Developer in cash as indicated in the Agreement. These monies would be paid from the District's Water LAIF Mainline account.

Coordination

District staff has coordinated with the Developer and District Counsel in the drafting of the attached Agreement and recommend the Board of Directors consider their approval.

ACTION:

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

To sign the agreement with the Developer entitled, “REIMBURSEMENT AGREEMENT - LIMONITE CROSSING WATER TRANSMISSION PIPELINE REALIGNMENT AND UPGRADE FOR TRACT NO. 38171.”

Roll call:

Ayes – 4 (Muniz, Skerbelis, Trowbridge, Murphy)

Noes – 0

Abstain – 0

Absent – 1 (Trueba)

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

B. DM 2024-70: Update to Request for Board of Directors Input on District Paid Sewer Extensions at Tract 38171 (Countryside Estates) per DM 2024-24

BACKGROUND:

At the Board of Directors (“Board”) directive, Rubidoux Community Services District (“District”) staff requested R.C. Hobbs (“Developer”) to add sewer extensions to three homes along Limonite Frontage Road to the sewer plans being prepared by the engineer for Tract 38171 (“Project”). These extensions are not shown in the District’s 2022 Wastewater Master Plan but have been included in the Sewer Improvement Plans for the Project and as shown in Attachment 2.

At the March 21, 2024 meeting of the Board of Directors, staff presented their findings on these sewer extensions and recommended to the Board that the District not proceed forward with building the sewer extensions for the benefit of three water customers currently using septic systems for their wastewater needs.

The Board directed staff to do more analysis of the situation which has been completed. This analysis consisted of:

- Contacting the customers to see if they are interested in connecting to the District’s wastewater collection system.
- Clarification of the easements required for the sewer connections being an additional cost to the District.

- Looking into whether the customers, the Developer or the District was going to pay the cost of installing these sewer extensions.
- Meeting with the customers and the Developer to discuss the logistics of building the sewer extensions and an easement across one of the customers parcels.

As a result of these actions Staff found the following:

- There are three lots, two of which are owned by one customer and the other owned by a substance abuse rehabilitation organization.
- Only one customer, the owner of two lots on the west side of the Project was responsive to the District's inquiry and is interested in connecting to the District's wastewater collection system.
- Due to the lack of response, it is assumed that the owner of the third parcel is not interested in connecting to the District's wastewater collection system and the sewer extension pipeline will not be built to the parcel on the east side of the Project and a revised cost estimate was obtained for the sewer extension on the west side of the Project.
- The Developer has indicated the easements to the benefit of the District for constructing the sewer extensions would be at no cost to the District.
- The Developer has indicated that they will not bear the cost of constructing the sewer extension pipeline.
- The owner of the two lots on the west side has indicated they would like the District to bear the cost of the sewer extension.
- Under a separate agreement with the owner of the Parcels to the west of the Project the Developer has agreed to replace the driveway approach of the owner of the two lots in exchange for a small easement crossing the driveway approach and this easement fire truck access only.

The connection of these homes will result in them no longer being on septic systems which tend to increase nitrates in the local ground water. The District has no wells in this area that are affected by the discharge of effluent from these septic systems, but the ground water gradient (the direction of ground water flow) is towards the District's neighbors, Jurupa Community Services District ("JCSD"). JCSD provides water to its customers in the City of Jurupa Valley and other areas to the west of the District. JCSD obtains water from a variety of sources, including groundwater, the Chino Desalter and the State Water Project. Leaving these homes on septic or connection of these homes to the District's public sewer does not change the water quality of the District since the District doesn't currently have wells in the area.

The District requested a new revised cost estimate from the Developer (Attachment 3). The estimated cost is \$61,569 which includes soft costs such as engineering design, engineering (both office and field), soils investigation as well as plan check and inspection costs. The cost of constructing these sewer extensions is \$30,785 per home. Due to the volatility in construction costs realized in the last few years, actual costs of this project could be 10-15% or more than estimated.

As the District requested the Developer to prepare the plans for the extensions and the inspection of these plans, the District should reimburse the developer for the soft costs of engineering and plan review. This portion of the estimate is \$13,468 but the inspection has not yet been done. Staff will request a full accounting of these actual costs from the Developer and will recommend the Board to pay these costs at a future board meeting.

If the owner of these homes decide to connect to the District's sewer the District would collect a sewer capacity fee of \$5,200/unit based on the current capacity fee rate adopted by the Board. Although the District could potentially collect \$10,400 ($\$5,200 \times 2$) in new EDU revenues, since the sewer extension was not included in the District's 2022 Wastewater Master Plan, the District would be disallowed from offsetting the project costs with these potential revenues. Further, if the Board does consider moving forward and constructing the sewer extension, there is no guarantee the customers would hire their own contractor to tie into the District's sewer nor pay the \$5,200 capacity fee. Additionally, this project would require funding from the District's Wastewater Operating Reserve. As of August 29, 2024, this account has a balance of \$1,625,572. Authorizing this project would earmark 3.8% [$(\$61,569 / \$1,625,572) \times 100\%$] of the current fund balance for the benefit of one customer. Connection to these new sewer extensions would probably only occur if the owners had a failure in their septic system and have no additional leach field area available or if the cost of installing a new leach field exceeds the cost of both constructing a new lateral from their home to connect to this District sewer extension *plus* the cost of the sewer capacity fee.

The cost of constructing these extensions is more than 3% of the balance in the Wastewater Operating Reserve. Staff does not consider it prudent to use this reserve fund to serve three homes which are not current sewer customers with funds generated from the monthly sewer rate paid by existing customers. For this reason, the possibility that the residents may never connect to these sewer extensions and the lack of this effort protecting the District's groundwater supply, staff considers the cost of constructing these sewer extensions to exceed the benefit of constructing them.

Staff also contacted District General Counsel, John Harper on this issue to get input from him. He responded via email with his thoughts about the sewer extensions. His input is as follows:

“Since the extension isn't required by the tract, I'm not sure why the District would pay for the extension rather than the property owner. Paying for the engineering, which would be reimbursed by the property owner if there is a future construction of the extension by the property owner makes sense, although I may not understand all the facts behind the District's desire to do the construction.”

Upon inquiry as to whether this effort would set a precedent for future homeowners wanting to connect, he said:

“There is no precedent, assuming that the other 400 septic users don't have District sewer lines available for connection. If each of the 400 are essentially in the same position as this property owner, while there is no precedent in the sense that there would be a legal requirement to connect any of the 400 who would request and are in the same cost position as this property owner, it would certainly raise questions as to why this property owner specifically, and there would be some need to justify the expenditure of public money for this property owner's benefit only, something which I don't see. The issue is whether this is an illegal gift of public funds for a private benefit (although the elimination of septic is certainly a public purpose). Is it possible to enter into a reimbursement agreement repaid over time, or perhaps repayment agreement/lien upon sale of either residence?”

The cost of constructing the sewer extension is estimated at \$30,785 per property. Extrapolating this cost across the roughly 400 current septic users equate to \$12.3 million. As mentioned by General Counsel Harper above, there is no legal precedent set by proceeding forward with this extension but should transferring all current septic users to the District's sewer system become a policy decision by the Board, the District may realize CIP costs up to \$12.3 million to facilitate this construction. To fund this work, the District may need to defund other sewer projects or increase sewer rates.

It is possible, as General Counsel Harper suggests, however, for the District to enter into an agreement with the owner of these two parcels to allow the owner to reimburse utilizing a payment plan to pay the cost to construct these sewer extensions over time.

ACTION:

The Board of Directors requested that staff facilitate a meeting between the property owner and the contractor. Director Skerbelis wants to assist the customer, stating that the easement issue with the contractor remains unresolved. The contractor needs to provide the paperwork for the recorded easement before the permit is issued. Director Murphy commented that the minimum goal was achieved by identifying the easement, and now staff needs to ensure that the project moves forward. He also mentioned that the redlines on the map showing who has sewer or septic were well done and requested an updated map in the Board room if the building is remodeled.

- C. **CLOSED SESSION:** Pursuant to California Government Code Section 54956.9: Status Update on PFAS Contamination Litigation Case, Rubidoux CSD v. 3M, DuPont, BASF, and Tyco

*****Closed Session Starts at 5:43 pm, Closed Session Ends at: 5:49 pm*****

The Board of Directors did not have any comments to report back on.

ITEM 9. DIRECTOR'S COMMENTS AND REQUESTS

Director Muniz asked who the new Board member would be and when his last meeting would take place. Director Skerbelis informed him that Diana Leja would be taking his place during the scheduled meeting on Thursday, December 5th. Director Muniz commented that he would attend a Board meeting soon. No other Directors had comments or questions.

ITEM 10. NEXT MEETING

Thursday, September 19, 2024, at 4:00 P.M.

ITEM 11. ADJOURNMENT

President Skerbelis adjourned the meeting at 5:50 P.M.

5. **CONSENT CALENDAR** (continued)

B. Consideration to Approve September 20, 2024, Salaries, Expenses and Transfers

RUBIDOUX COMMUNITY SERVICES DISTRICT
 SEPTEMBER 19, 2024 (BOARD MEETING)
FUND TRANSFER AUTHORIZATION

NET PAYROLL 9/27/24	93,500.00
WIRE TRANSFER: FEDERAL PAYROLL TAXES 9/30/24	35,000.00
WIRE TRANSFER: STATE PAYROLL TAXES 9/30/24	8,000.00
WIRE TRANSFER: TO CREDIT UNION	6,500.00
WIRE TRANSFER: PERS RETIREMENT	27,000.00
WIRE TRANSFER: SECTION 125	299.99
WIRE TRANSFER: SECTION 457 AND 401(A)	2,350.00

CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:

9/20/2024 WATER FUND TO GENERAL FUND-Payables	194,078.47
WATER FUND TO GENERAL FUND-Trash	208,451.61
WATER FUND TO SEWER FUND	139,763.53
SEWER FUND TO GENERAL FUND-Payables	172,541.96
SALARIES/BENEFITS REIMB WTR FUND TO GENERAL FUND FY23/24 Q3	885,764.04
SALARIES/BENEFITS REIMB SWR FUND TO GENERAL FUND FY23/24 Q3	24,029.35
SALARIES/BENEFITS REIMB WTR FUND TO GENERAL FUND FY23/24 Q4	751,543.91
SALARIES/BENEFITS REIMB SWR FUND TO GENERAL FUND FY23/24 Q4	25,222.91
DUE TO / DUE FROM INTERFUND REPAYMENT - WATER TO GENERAL FUND	262,317.80
DUE TO / DUE FROM INTERFUND REPAYMENT - SEWER TO GENERAL FUND	144,494.93

INTERFUND TRANSFERS:

9/20/2024 LAIF SEWER OP TO SEWER FUND CHECKING	224,000.00
GENERAL FUND CHECKING TO LAIF PROP TAX	1,415,000.00
GENERAL FUND PROP TAX TO GENERAL FUND CHECKING	52,166.16
LAIF WATER OP TO WATER FUND CHECKING	1,750,000.00
LAIF COP TO LAIF WATER OP	1,556,722.91

NOTES PAYABLE

<u>DESCRIPTION</u>	<u>BALANCE</u>	<u>PAYMENT</u>	<u>DUE DATE</u>
U.S. Bank Trust (1998 COP's Refunding)	690,000 Prin.	690,000	Dec-24
U.S. Bank Trust (1998 COP's Refunding)	17,595 Intr.	17,595	Dec-24
MN Plant-State Revolving Loan	3,052,491 Prin.	141,050	Jan-25
MN Plant-State Revolving Loan	407,370 Intr.	41,048	Jan-25
2022 Obligations	2,940,803 Prin.	330,126	Jul-25
2022 Obligations	417,759 Intr.	44,847	Jan-25

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Page 1

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Inv Date	Immediate GL Account	Check #	Check #	Due Date	Discount Date	Discount
GL Date		Immediate GL Account		Credit Card	CC Reference #		Payment Date	Total Invoice
1	ACORN / ACORN TECHNOLOGY SERVICE							11669
SEPT.24" IT SUPT		09/01/2024	N	N		09/21/2024	09/01/2024	\$0.00
09/19/2024					N			\$5,248.50
2	AIRGAS / AIRGAS USA, LLC							5510720595
TANK RNTL		08/31/2024	N	N		09/30/2024	08/31/2024	\$0.00
09/19/2024					N			\$114.76
3	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CH41733-0267
WTR ANALYSES		08/29/2024	N	N		09/28/2024	08/29/2024	\$0.00
09/19/2024					N			\$1,100.00
4	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CH41754-0267
WTR ANALYSES		08/29/2024	N	N		09/28/2024	08/29/2024	\$0.00
09/19/2024					N			\$200.00
5	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CH41755-0267
WTR ANALYSES		08/29/2024	N	N		09/28/2024	08/29/2024	\$0.00
09/19/2024					N			\$40.00
6	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CI40102-0267
WTR ANALYSES		09/04/2024	N	N		10/04/2024	09/04/2024	\$0.00
09/19/2024					N			\$90.00
7	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CI40104-0267
WTR ANALYSES		09/04/2024	N	N		10/04/2024	09/04/2024	\$0.00
09/19/2024					N			\$62.00
8	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CI40110-0267
WTR ANALYSES		09/04/2024	N	N		10/04/2024	09/04/2024	\$0.00
09/16/2024					N			\$84.00
9	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CI40112-0267
WTR ANALYSES		09/04/2024	N	N		10/04/2024	09/04/2024	\$0.00
09/19/2024					N			\$84.00
10	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CI40117-0267
WTR ANALYSES		09/04/2024	N	N		10/04/2024	09/04/2024	\$0.00
09/19/2024					N			\$48.00
11	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CI40119-0267
WTR ANALYSES		09/04/2024	N	N		10/04/2024	09/04/2024	\$0.00
09/19/2024					N			\$42.00
12	BENS / BEN'S LOCK & SAFE INC.							4016
REKEY/UNLOCK		09/05/2024	N	N		10/05/2024	09/05/2024	\$0.00
09/19/2024					N			\$435.00
13	BUSINESS / BUSINESS TELECOMMUNICATION SYSTI							21650
TELEPHONE		09/04/2024	N	N		10/04/2024	09/04/2024	\$0.00
09/19/2024					N			\$632.53
14	CALIFORNIA UNDERGROUND / CALIF UNDERGROUND							24-250705
DIG SAFE		09/01/2024	N	N		10/01/2024	09/01/2024	\$0.00
09/19/2024					N			\$52.24
15	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS							7456-542437
SUPPLIES		04/12/2024	N	N		05/12/2024	04/12/2024	\$0.00
09/19/2024					N			\$50.80
16	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS							7456-PICK
SUPPLIES		08/30/2024	N	N		09/29/2024	08/30/2024	\$0.00
09/19/2024					N			\$21.12

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 Batch: AAAAYY

9/12/2024 3:46:13 PM

Page 2

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number					Check #			Discount
GL Date	Immediate GL Account				Credit Card	CC Reference #	Payment Date	Total Invoice
17	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS							7456-550296
SUPPLIES		09/03/2024	N	N			10/03/2024 09/03/2024	\$0.00
09/19/2024					N			\$169.46
18	CARQUEST AUTO PARTS / CARQUEST AUTO PARTS							7456-550340
R&M TRUCK		09/04/2024	N	N			10/04/2024 09/04/2024	\$0.00
09/19/2024					N			\$339.52
19	CRITERION AUTOMATION, INC. / CRITERION AUTOM/							2409-2758
CNTRL PANEL		09/05/2024	N	N			10/05/2024 09/05/2024	\$0.00
09/19/2024					N			\$1,509.00
20	C WELLS / C. WELLS PIPELINE MATLS, INC							SINV24-3336
COPPER TUBE		08/30/2024	N	N			09/29/2024 08/30/2024	\$0.00
09/19/2024					N			\$4,247.51
21	ELROD / ELROD FENCE CO. INC							20279
FENCE RPRS/ATKINSON		08/23/2024	N	N			09/22/2024 08/23/2024	\$0.00
09/19/2024					N			\$518.00
22	GEOTAB / GEOTAB USA, INC							IN398177
AUG.24"TRK TCKER		08/31/2024	N	N			09/30/2024 08/31/2024	\$0.00
09/19/2024					N			\$434.75
23	GRAINGER / GRAINGER							9237655858
WTR MIX		09/04/2024	N	N			10/04/2024 09/04/2024	\$0.00
09/19/2024					N			\$189.57
24	HACH CO. / HACH COMPANY							14171848
ANALYZER CALIBRATION		09/04/2024	N	N			10/04/2024 09/04/2024	\$0.00
09/19/2024					N			\$26,050.00
25	HARPER BURNS LLP / HARPER & BURNS LLP							20240901.A
AUG.24"LGL SVC		09/01/2024	N	N			10/01/2024 09/01/2024	\$0.00
09/19/2024					N			\$2,100.00
26	HARPER BURNS LLP / HARPER & BURNS LLP							20240901.B
CITY RVSD APPEAL		09/01/2024	N	N			10/01/2024 09/01/2024	\$0.00
09/19/2024					N			\$300.00
27	HARRINGTON INDUSTRIAL / HARRINGTON INDUSTRI							012N2949
PARTS		09/04/2024	N	N			10/04/2024 09/04/2024	\$0.00
09/19/2024					N			\$914.18
28	HOUSTON HARRIS / HOUSTON & HARRIS PCS, INC.							24-26205
HYDROWASH		08/30/2024	N	N			09/29/2024 08/30/2024	\$0.00
09/19/2024					N			\$2,573.75
29	IE ALARM SYSTEMS / IE ALARM SYSTEMS							242307
MONITORING		09/01/2024	N	N			10/01/2024 09/01/2024	\$0.00
09/19/2024					N			\$123.09
30	INFOSEND / INFOSEND, INC							270287.A
AUG.24" POSTAGE		08/30/2024	N	N			09/29/2024 08/30/2024	\$0.00
09/19/2024					N			\$2,922.10
31	INFOSEND / INFOSEND, INC							270287.B
AUG.24"BILL PRINT		08/30/2024	N	N			09/29/2024 08/30/2024	\$0.00
09/19/2024					N			\$802.21
32	LILLESTRAND / LILLESTRAND LEADERSHIP CONSUL							8049
CNSLT/BECK/VAL/AGUI		08/31/2024	N	N			09/30/2024 08/31/2024	\$0.00
09/19/2024					N			\$2,306.25

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AP Enter Bills Edit Report
Rubidoux Community Services District (RCSACT)
 Batch: AAAAYY

9/12/2024 3:46:13 PM

Page 3

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate GL Account			Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
33	MERIT OIL / MERIT OIL COMPANY							860691
GASOLINE		08/28/2024	N	N			09/13/2024 08/28/2024	\$0.00
09/19/2024					N			\$1,888.38
34	MUNKSGAARD DBA CENTER ELECT / MUNKSGAARD							11046
R&M THOMPSON		09/03/2024	N	N			10/03/2024 09/03/2024	\$0.00
09/19/2024					N			\$5,056.96
35	MUNKSGAARD DBA CENTER ELECT / MUNKSGAARD							11047
SCADA		09/03/2024	N	N			10/03/2024 09/03/2024	\$0.00
09/19/2024					N			\$1,182.88
36	MUNKSGAARD DBA CENTER ELECT / MUNKSGAARD							11048
R&M NO.03		09/03/2024	N	N			10/03/2024 09/03/2024	\$0.00
09/19/2024					N			\$887.16
37	MUNKSGAARD DBA CENTER ELECT / MUNKSGAARD							11049
R&M FIRE STN		09/03/2024	N	N			10/03/2024 09/03/2024	\$0.00
09/19/2024					N			\$443.58
38	PIPE TEC, INC. / PIPE TEC, INC							12544
HYDROWASH		08/20/2024	N	N			09/19/2024 08/20/2024	\$0.00
09/19/2024					N			\$3,537.50
39	PIPE TEC, INC. / PIPE TEC, INC							12546
HYDROWASH		08/21/2024	N	N			09/20/2024 08/21/2024	\$0.00
09/19/2024					N			\$2,250.00
40	PIPE TEC, INC. / PIPE TEC, INC							12547
HYDROWASH		08/22/2024	N	N			09/21/2024 08/22/2024	\$0.00
09/19/2024					N			\$3,050.00
41	PIPE TEC, INC. / PIPE TEC, INC							13089
HYDROWASH		08/21/2024	N	N			09/20/2024 08/21/2024	\$0.00
09/19/2024					N			\$3,212.50
42	RIVERSIDE CITY / RIVERSIDE CITY							00278018.A
JULY.24"TRTMNT		08/28/2024	N	N			09/28/2024 08/28/2024	\$0.00
09/19/2024					N			\$132,591.80
43	RIVERSIDE CITY / RIVERSIDE CITY							00278018.B
JULY.24" SURCHARGE		08/28/2024	N	N			09/28/2024 08/28/2024	\$0.00
09/19/2024					N			\$15,102.15
44	RIVERSIDE COUNTY CDF / RIVERSIDE COUNTY CDF							235410
Q4 FY 23/24		09/03/2024	N	N			10/03/2024 09/03/2024	\$0.00
09/19/2024					N			\$645,060.37
45	RDO EQUIPMENT / RDO EQUIPMENT CO.							W0484135
R&M EQUIP		08/28/2024	N	N			09/27/2024 08/28/2024	\$0.00
09/19/2024					N			\$852.57
46	RDO EQUIPMENT / RDO EQUIPMENT CO.							P7942635
NOZZLE		09/03/2024	N	N			10/03/2024 09/03/2024	\$0.00
09/19/2024					N			\$461.01
47	RODRIGUEZ JOSE LUIS / RODRIGUEZ JOSE LUIS							20240903
CLAIM RFND		09/03/2024	N	N			10/03/2024 09/03/2024	\$0.00
09/19/2024					N			\$340.40
48	SCE / SCE							24S700244764992
STRT LIGHTS		09/03/2024	N	N			09/23/2024 09/03/2024	\$0.00
09/19/2024					N			\$148.11

AP Enter Bills Edit Report
Rubidoux Community Services District (RCSACT)
 Batch: AAAAYY

9/12/2024 3:46:13 PM

Page 4

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Immediate GL Account			Check #		Payment Date	Discount
GL Date					Credit Card	CC Reference #		Total Invoice
49	SCE / SCE							24S600000522796
STRT LIGHTS		09/03/2024	N	N		10/03/2024	09/03/2024	\$0.00
09/19/2024					N			\$14,970.03
50	SCG / THE GAS COMPANY							24S05925730565
FIRE STN UTLTY		09/03/2024	N	N		09/23/2024	09/03/2024	\$0.00
09/19/2024					N			\$91.48
51	SCG / THE GAS COMPANY							24S17882256005
MAIN OFC UTILITY		09/03/2024	N	N		09/23/2024	09/03/2024	\$0.00
09/19/2024					N			\$27.31
52	SCG / THE GAS COMPANY							24S01302181001
FLD OFC UTILITY		09/03/2024	N	N		09/23/2024	09/03/2024	\$0.00
09/19/2024					N			\$14.79
53	SCG / THE GAS COMPANY							24S12013321489
5473 UTILITY		09/03/2024	N	N		09/23/2024	09/03/2024	\$0.00
09/19/2024					N			\$14.79
54	SOCAL TRUCK / SOCAL TRUCKWORKS							14283
R&M TRUCK		09/04/2024	N	N		10/03/2024	09/04/2024	\$0.00
09/19/2024					N			\$168.37
55	STREAMLINE_DIGITAL / STREAMLINE							B89E97D4-0046
SEPT.24"-OCT.24"WEBS		09/01/2024	N	N		10/01/2024	09/01/2024	\$0.00
09/19/2024					N			\$497.00
56	THIEME / THIEME, JEFFREY							20240830
D2 CERT		08/30/2024	N	N		09/29/2024	08/30/2024	\$0.00
09/19/2024					N			\$160.00
57	UNDERGROUND SERVICE ALERT / UNDERGROUND :							820240566
DIG SAFE		09/01/2024	N	N		10/01/2024	09/01/2024	\$0.00
09/19/2024					N			\$189.45
58	VALDEZ, MIGUEL / VALDEZ, MIGUEL							20240904
FIELD STAFF LUNCH		09/04/2024	N	N		10/04/2024	09/04/2024	\$0.00
09/19/2024					N			\$96.33
59	WEBB ALBERT A ASSOC / WEBB, ALBERT A. ASSOCI/							ARIV0004026
THOMPSON PLANT BOD		05/25/2024	N	N		06/25/2024	05/25/2024	\$0.00
09/19/2024					N			\$4,463.25
60	WESTERN MUNICIPAL WATER / WESTERN MUNICIPA							RI-5412
SEPT.24"BRINE FIXED		09/01/2024	N	N		10/01/2024	09/01/2024	\$0.00
09/19/2024					N			\$749.94
61	YO FIRE / YO FIRE							2032120
REP CLAMP		09/03/2024	N	N		10/03/2024	09/03/2024	\$0.00
09/19/2024					N			\$282.31
62	YO FIRE / YO FIRE							2032121
GALV PIPE		09/03/2024	N	N		10/03/2024	09/03/2024	\$0.00
09/19/2024					N			\$323.25
63	AT&T / AT&T							00002258958
PHN CHRGS		09/07/2024	N	N		10/15/2024	09/07/2024	\$0.00
09/19/2024					N			\$562.62
64	BABCOCK E S SONS INC / BABCOCK, E S & SONS, IN							CI40204-0267
WTR ANALYSES		09/05/2024	N	N		10/05/2024	09/05/2024	\$0.00
09/19/2024					N			\$550.00

AP Enter Bills Edit Report
Rubidoux Community Services District (RCSACT)
 Batch: AAAAYY

9/12/2024 3:46:13 PM

Page 5

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Inv Date	GL Account		Check #		Payment Date	Discount
GL Date		Immediate	GL Account		Credit Card	CC Reference #		Total Invoice
65	BRINKS / BRINKS INC.							12709669
SEPT.24"ARMRD		09/01/2024	N	N		10/01/2024	09/01/2024	\$0.00
09/19/2024					N			\$1,465.79
66	EDGEWOOD PARTNERS INS / EDGEWOOD PARTNER							612373
COMM INS		09/03/2024	N	N		10/03/2024	09/03/2024	\$0.00
09/19/2024					N			\$35,621.00
67	EDGEWOOD PARTNERS INS / EDGEWOOD PARTNER							612374
AUTO INS.		09/03/2024	N	N		10/03/2024	09/03/2024	\$0.00
09/19/2024					N			\$5,149.00
68	EDGEWOOD PARTNERS INS / EDGEWOOD PARTNER							612375
EXCESS LIAB INS		09/03/2024	N	N		10/03/2024	09/03/2024	\$0.00
09/19/2024					N			\$6,284.00
69	GRAINGER / GRAINGER							9239482681
GATORADE MIX		09/05/2024	N	N		10/05/2024	09/05/2024	\$0.00
09/19/2024					N			\$163.64
70	KH METALS / KH METALS & SUPPLY							0679265-IN
TOOLS		09/05/2024	N	N		10/05/2024	09/05/2024	\$0.00
09/19/2024					N			\$207.46
71	SCE / SCE							24S700617778997
FIRE STN UTLTY		09/05/2024	N	N		09/25/2024	09/05/2024	\$0.00
09/19/2024					N			\$3,932.89
72	SCE / SCE							24S700040982544
MAIN OFC UTLTY		09/05/2024	N	N		09/25/2024	09/05/2024	\$0.00
09/19/2024					N			\$3,026.93
73	SOCAL JCB / SOCAL JCB							W06984.A
R&M TRUCK		04/09/2024	N	N		05/09/2024	04/09/2024	\$0.00
09/19/2024					N			\$1,200.22
74	SPECTRUM / SPECTRUM BUSINESS							0025456090624
AUG.24"INT SVC		09/06/2024	N	N		10/06/2024	09/06/2024	\$0.00
09/19/2024					N			\$367.46
75	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							0827-091024.A
COMM TRSH		09/11/2024	N	N		10/11/2024	09/11/2024	\$0.00
09/19/2024					N			\$54,960.04
76	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							0827-091024.B
RES TRSH		09/11/2024	N	N		10/11/2024	09/11/2024	\$0.00
09/19/2024					N			\$153,491.57
77	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							0827-091024.C
RCSD SHR COMM		09/11/2024	N	N		10/11/2024	09/11/2024	\$0.00
09/19/2024					N			(\$7,694.41)
78	TRI-CO DISPOSAL INC / TRI-CO DISPOSAL, INC							0827-091024.D
RCSD SHR RES		09/11/2024	N	N		10/11/2024	09/11/2024	\$0.00
09/19/2024					N			(\$4,580.98)
79	VARNER / VARNER & BRANDT LLP							20240831
AUG.24"LGL CNSLT		08/31/2024	N	N		09/30/2024	08/31/2024	\$0.00
09/19/2024					N			\$1,742.40
80	VERIZON WIRELESS / VERIZON WIRELESS							9972771268
CEL PHN CHRGS		09/01/2024	N	N		10/01/2024	09/01/2024	\$0.00
09/19/2024					N			\$736.36

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AP Enter Bills Edit Report
Rubidoux Community Services District (RCSACT)
 Batch: AAAAYY

9/12/2024 3:46:13 PM

Page 6

Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Due Date	Discount Date	Invoice #
PO Number		Inv Date	Immediate GL Account		Check #		Payment Date	Discount
GL Date		Immediate GL Account			Credit Card	CC Reference #		Total Invoice
81	YO FIRE / YO FIRE							2032105
COPPER		09/05/2024	N	N			10/05/2024 09/05/2024	\$0.00
09/19/2024					N			\$1,072.11
82	BURRTEC / BURRTEC WASTE INDUSTRIES, INC.							N0820691845
SWR WSTE HAUL		08/31/2024	N	N			09/30/2024 08/31/2024	\$0.00
09/19/2024					N			\$603.92
83	DURNEY DON / DURNEY, DON							20240909
GRDNG WD ABATE		09/09/2024	N	N			10/09/2024 09/09/2024	\$0.00
09/19/2024					N			\$1,705.00
84	MERIT OIL / MERIT OIL COMPANY							861871
GASOLINE		09/04/2024	N	N			09/19/2024 09/04/2024	\$0.00
09/19/2024					N			\$1,792.88
85	QUINN CAT / QUINN CAT / MACHINERY							WOG00020813
R&M GEN		09/09/2024	N	N			10/09/2024 09/09/2024	\$0.00
09/19/2024					N			\$609.88
86	FILTRONICS / FILTRONICS, INC							420338
MEDIA REP. 50%		09/09/2024	N	N			10/09/2024 09/09/2024	\$0.00
09/19/2024					N			\$83,042.02
87	RAMS / ROGERS, ANDERSON, MALODY & SCOTT, LL							75802
PROG BILL 23-24AUDIT		08/31/2024	N	N			09/30/2024 08/31/2024	\$0.00
09/19/2024					N			\$23,000.00
88	RBS LOGISTICS GROUP / RBS LOGISTICS GROUP							15183
MEDIA TRANSPORT		09/11/2024	N	N			10/11/2024 09/11/2024	\$0.00
09/19/2024					N			\$735.00
89	RBS LOGISTICS GROUP / RBS LOGISTICS GROUP							15184
MEDIA TRANSPORT		09/11/2024	N	N			10/11/2024 09/11/2024	\$0.00
09/19/2024					N			\$735.00
90	TOWNER / TOWNER FILTRATION							179124-001
THOMPSON ORING		03/27/2024	N	N			04/26/2024 03/27/2024	\$0.00
09/19/2024					N			\$7,184.45
91	TOWNER / TOWNER FILTRATION							179135-001
THOMPSON CARTRIDGE		04/08/2024	N	N			05/08/2024 04/08/2024	\$0.00
09/19/2024					N			\$20,765.58

Grand Totals

Total Direct Expense: \$1,302,625.23
Total Direct Expense Adj: (\$12,275.39)
Total Non-Electronic Transactions: \$1,290,349.84

Report Summary

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

BK
9/16/24
KA
7/16/24

5. **CONSENT CALENDAR** (continued)

- C. **DM 2024-71**: Consider Adoption of Resolution No. 2024-918, A Resolution Authorizing the General Manager, or Designee, to Apply for, Receive, and Enter into a Cooperative Agreement, and Administer a Grant for the FY 2025 U.S. Bureau of Reclamation Drought Response Program Drought Resiliency Projects – Intertie Project

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 2024-71

September 19, 2024

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Adoption of Resolution No. 2024-918, A Resolution Authorizing the General Manager, or Designee, to Apply for, Receive, and Enter into a Cooperative Agreement, and Administer a Grant for the FY 2025 U.S. Bureau of Reclamation Drought Response Program Drought Resiliency Projects – Intertie Project

BACKGROUND:

On August 15, 2024, pursuant to Director Memorandum (“DM”) 2024-66, the Rubidoux Community Services District (“District”) Board of Directors (“Board”) authorized the issuance of a Task Order to Albert A. Webb Associates (“Webb”) to assist District staff with preparing a grant application under the U.S Bureau of Reclamation’s (“USBR”) Drought Response Program to secure funding for the District’s interconnection project with West Valley Water District (Attachment 1).

Historically, the District has been 100% groundwater (“GW”) reliant. Although the District currently has an interconnection with Jurupa Community Services District (“JCSD”), the District’s current production capacity (supply) over demand has allowed the District to wholesale water to JCSD during the summer months. The District could purchase water from JCSD as part of a total dissolved solids (“TDS”) concentration strategy, but this could only be facilitated in the winter months, when JCSD’s demand is low. The District does not currently view this interconnection as a viable year round source of supply, but more so as an emergency connection. Understanding the need for redundant supply to enhance the reliability of the water distribution system year round, the District in 2020 began working on a 5-party agreement with Western Municipal Water District, San Bernardino Valley Municipal Water District, West Valley Water District, and Metropolitan Water District to provide up to 2,000 acre-feet/year (“AFY”) of low TDS State Water Project water to the District. The water would be imported at the north end of the District, after the construction of an interconnection with West Valley Water District at the corner of Wilson Street and Fleetwood Drive. This agreement was formally executed by all parties in June 2024. More information on the mechanics of the 5-party agreement and the necessary

operational agreement with West Valley Water District for the delivery of imported water are provided under tonight's DM 2024-74.

Design of the interconnection is now substantially complete and is considered "shovel ready". Since access to an additional 2,000 AFY of water is not an imminent need for the District, the District is seeking grant financing to offset some of the construction costs. Absent grant financing, the District would have to facilitate this infrastructure through existing reserves, debt financing, or condition a developer to build it and would require issuance of EDU fee credits for their project. Subsidizing the construction of the interconnection via grant monies provides the lowest cost option for the District and its rate-payers.

The USBR Drought Response Program Drought Resiliency funding opportunity has two funding groups, Funding Group I and Funding Group II. Funding Group I provides up to \$750,000 in federal funds for projects that generally can be completed in two years. Funding Group II provides up to \$3,000,000 in federal funds for projects that generally can be completed in three years. The District is allowed to submit a grant application for each funding group and neither application will compete with the other for federal monies. The caveat is the District is limited in total funding across the two groups to \$3,000,000. Thus, the District is disallowed from seeking the maximum funding of \$750,000 and \$3,000,000 under this funding opportunity.

The current estimated cost of construction for this interconnection is \$1,484,600 and the District is requesting a federal cost share of \$500,000, or approximately 34% of the project costs. As mentioned above, the District is unable to request a federal cost share of 50%, or \$742,300 since the District is seeking a \$2,500,000 federal cost share for its reservoirs project.

Webb is working towards the October 7, 2024, grant application deadline and as required by all USBR grants, the District must adopt a resolution authorizing the General Manager, or designee, to apply for, receive, and administer the grant. Included as Attachment 2 is Resolution No. 2024-918, '*A Resolution Authorizing the General Manager, or Designee, to Apply for, Receive, and Enter into a cooperative agreement, and Administer a Grant for the FY 2025 U.S. Bureau of Reclamation Drought Response Program Drought Resiliency Projects – Intertie Project.*'

Budget Considerations

The Board previously authorized the work of Webb to assist staff in preparing this grant application via DM 2024-66. The only budgetary considerations related to this DM is staff time spent on administrative tasks associated with reviewing and facilitating the grant application and associated documents with Webb. Based on the current grant timeline, the USBR will announce selections in March 2025 and award funding in September 2025.

RECOMMENDATION:

Staff recommends the Board of Directors consider the following:

1. Adopt Resolution No. 2024-918, *'A Resolution Authorizing the General Manager, or Designee, to Apply for, Receive, and Enter into a cooperative agreement, and Administer a Grant for the FY 2025 U.S. Bureau of Reclamation Drought Response Program Drought Resiliency Projects – Intertie Project.'*

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s):

1. DM 2024-66
2. Resolution No. 2024-918

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 2024-66

August 15, 2024

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Proposal from Albert A. Webb Associates for Preparation of a U.S. Bureau of Reclamation WaterSMART Drought Response Grant Program Application

BACKGROUND:

In March 2022, the Rubidoux Community Services District (“District”) Board of Directors (“Board”) first entered into a professional services agreement with Albert A. Webb Associates (“Webb”) to assist District staff in writing grant applications. Grant writing is a unique skillset and with the District only having 26 full-time equivalent employees, District staff does not possess the time nor expertise to write successful grant applications at the same level as Webb. Some of the advantages with leveraging the use of a professional grant writer include but are not limited to:

1. **Expertise and Experience:** Professional grant writers have specialized training and experience in researching, writing, and submitting grant proposals. They understand the nuances of grant applications, including specific requirements and formatting guidelines. This expertise can increase the chances of success in securing grant funding.
2. **Time Efficiency:** Preparing a grant proposal can be a time-consuming process. Professional grant writers can streamline the process, allowing the District’s staff to focus on their core responsibilities, which is particularly important for a small District like Rubidoux.
3. **Access to Funding Opportunities:** Professional grant writers often have access to databases and resources that provide information about various grant opportunities. They can help identify grants that are a good fit for the District’s mission and programs, increasing the likelihood of securing funding.
4. **Competitive Advantage:** Many grant opportunities are highly competitive, with numerous organizations vying for limited funds. Professional grant writers can help organizations craft compelling proposals that stand out from the competition.

The District has previously utilized Webb for grant application support services. In FY 2023, the District was awarded a grant from the U.S. Bureau of Reclamation (“USBR”) under their WaterSMART “Water and Energy Efficiency Grant” Program (“Grant Program”). With the assistance of Webb, the District secured \$1.5 million in grant funding to help the District replace approximately 5,000 existing meters to Advanced Metering Infrastructure (“AMI”) technology under what’s referred to as Phase I of the District’s overall AMI Meter Replacement Project (“Project”) which looks to replace 100% of the District’s meters to AMI. Earlier this evening, the Board reviewed the draft grant application for Phase 2 of the Project and considered the adoption of Resolution No. 2024-917 to allow the General Manager to facilitate all the grant documents. If the grant application under Phase 2 is successful, the District is hopeful to receive approximately \$769,000 in grant monies towards the Project.

Since 2020, the District has been successful on numerous grant application efforts, most of which have utilized the services of grant writing professionals. A summary of those awards is highlighted below:

TABLE 1	
Grant Program	Maximum District Award
CalOES FY 2020-21 Community Power Resiliency Program	\$ 300,000.00
SB 1383 Local Assistance Grant Program	\$ 53,174.00
SWRCB Water Arrearages Program	\$ 86,281.13
SWRCB Wastewater Arrearages Program	\$ 40,406.76
2023 U.S.B.R. WaterSmart Grant - AMI Meters	\$ 1,500,000.00
2023 U.S.B.R. WaterSmart Grant - Well 25 and Treatment	\$ 1,457,500.00
CalOES Hazard Mitigation Grant Program	\$ 168,525.50
Total	\$ 3,605,887.39

Currently there is a grant funding opportunity under the USBR WaterSMART Drought Response (Resiliency) Grant Program to facilitate the funding of two crucial District projects: 1) construction of an inter-agency interconnection with West Valley Water District and 2) replacement of Hunter 1 Reservoir and construction of a new 20th Street Reservoir.

- 1) Intertie with West Valley Water District – Historically, the District has been 100% groundwater (“GW”) reliant. Although the District currently has an interconnection with Jurupa Community Services District (“JCSD”), the District’s current production capacity (supply) over demand has allowed the District to wholesale water to JCSD during the summer months. The District could purchase water from JCSD as part of a total dissolved solids (“TDS”) concentration reduction strategy but this could only be facilitated in the winter months, when JCSD’s demand is low. The District does not view this interconnection as a viable emergency connection year round. Understanding the need for redundant supply to enhance the reliability of the water distribution system year round, the District in 2020 began working on a 5-party agreement with Western Municipal Water District, San Bernardino Valley Municipal Water District, West Valley Water District, and Metropolitan Water District to provide up to 2,000 acre-feet/year (“AFY”) of low TDS State Water Project water to the District. This agreement was formally executed by all parties in June 2024. Design of the interconnection is now substantially complete and is considered “shovel ready”. Since access to an additional 2,000 AFY of water is not an imminent need for the District,

the District can seek grant financing to cover up to 50% of the project cost. Absent grant financing, the District would have to facilitate this infrastructure through existing reserves, debt financing, or condition a developer to build it and would require the issuance of EDU fee credits for their project. Subsidizing the construction of the interconnection via grant monies provides the lowest cost option for the District and its rate-payers.

- 2) Reservoir replacement and construction – The District has four water storage reservoirs currently in operation: Atkinson, Perrone, Watson, and Hunter 1. 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. In August 2023, the Board adopted a multi-year Corrective Action Plan to address the deficiencies in the existing water storage reservoirs. Further, in the District’s 2022 Water Master Plan, Hunter 1 was identified as needing to be replaced altogether. Hunter 1 is a 0.4 MG water storage reservoir in the District’s 1238-foot pressure zone. Facilitating this replacement is deemed critical. Additionally, in the District’s 2022 Water Master Plan is a new 3.65 MG water storage reservoir to provide additional storage to the Atkinson (1066-foot) pressure zone. Sizing criteria was based on fire flow storage requirements for the Atkinson Zone. Although grant monies under this program cannot be used for repairs and maintenance, they can be utilized for the replacement of Hunter 1 and construction of a new 5th water storage reservoir, currently called the 20th Street Tank. Both tanks are crucial for the long-term sustainability and growth of the District.

The USBR Drought Response Grant Program has two funding groups and thus allows the District to apply for grant funding under both groups but most importantly, without competing against each other. Funding Group 1 allows for up to \$750,000 and Funding Group 2 allows for up to \$3,000,000. The only caveat is the max total funding for the District during this funding cycle is \$3,000,000. This will require to District to reduce the funding request amongst both groups to not exceed \$3,000,000 in the aggregate.

Given Webb’s proven track record of securing grant financing for critical District projects in the past, the District requested a proposal to assist staff in preparing a grant application for the aforementioned projects. The proposal is for \$23,980, or \$11,990 per application. For reference, the District paid \$11,000 for the Phase 2 AMI grant application.

Budget Considerations

Included in the District’s Fiscal Year (“FY”) 2024|2025 Water Fund Budget is line 39 ‘Consulting Fees: Grant Support Services’ for \$15,000. This amount is insufficient to cover the cost of this work and the Board would need to amend the budget before proceeding forward with these efforts. Further, since most grant programs have two funding deadline periods, it’s likely the District may wish to apply for another grant in Winter 2025. Thus, staff recommends the Board consider amending the District’s FY 2024|2025 Water Fund Budget line 39 from \$15,000 to \$40,000, which will allow for District staff to issue a Task Order to Webb for \$23,980 for this work and provide an additional \$15,000 for the remainder of the fiscal year should staff deem it necessary to pursue

an additional grant opportunity in early 2025. The budget amendment of \$25,000 would be funded from the District's Water Fund Unrestricted Operating Reserve.

RECOMMENDATION:

Staff recommends the Board of Directors consider the following:

1. Issue a Task Order to Albert A. Webb Associates in the amount of \$23,980 to assist staff with preparing a grant application under the U.S. Bureau of Reclamation's Drought Response Program to secure funding for the District's interconnection with West Valley Water District and facilitate the replacement and construction of two water storage reservoirs.
2. Amend the District's Fiscal Year 2024|2025 Water Fund Budget line 39 'Consulting Fees: Grant Support Services' from \$15,000 to \$40,000 funded from the District's Water Fund Unrestricted Operating Reserve.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s):

1. Proposal – Albert A. Webb Associates – Grant Application Services, dtd. August 8, 2024
2. Fiscal Year 2024|2025 Water Fund Budget – Page 5



P_20240485

August 8, 2024

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

Sent via email: BLaddusaw@rcsd.org

RE: Proposal for Grant Application Services

Dear Brian,

Pursuant to your request on August 1, 2024, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal to prepare two grant applications to the U.S. Bureau of Reclamation's WaterSMART Drought Response Program funding opportunity. Enclosed you will find our Project Understanding (Section 1), Scope of Work (Section 2), and Compensation for Services (Section 3) for your review and consideration.

If you find this proposal acceptable, please notify our office so a contract agreement can be prepared. We appreciate this opportunity to be of service to the District and look forward to hearing from you. If you have any questions regarding this proposal, please call us at the number below.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Autumn DeWoody
Senior Environmental Analyst -Water Resources Planning
(951) 320-6046
Autumn.DeWoody@WebbAssociates.com

Copy: Lee Reeder, WEBB
Brad Sackett, WEBB
Cheryl DeGano, WEBB

Section 1 Project Understanding

The U.S. Bureau of Reclamation ("Reclamation") released on July 24, 2024 the Notice of Funding Opportunity (NOFO) No. R25AS00013, *WaterSMART Drought Response Program: Drought Resiliency Projects (DRP) for Fiscal Year 2025*. This funding opportunity supports the implementation of drought mitigation projects that will build long-term resilience to drought. Through this funding opportunity, Reclamation provides financial assistance for projects that, when implemented, will increase water supply reliability and improve water management.

The DRP funding opportunity offers four task (category) areas (Tasks A-D) for project implementation to improve water supply reliability. Task A projects include infrastructure improvements, Task B includes groundwater projects, Task C projects are decision support tools to improve water management, and Task D includes domestic water supply projects that benefit Tribes or disadvantaged communities that do not currently have reliable water supplies.

For Tasks A-C, Reclamation can provide up to 50% of project costs in two funding groups, not to exceed \$3 million in federal funds. Funding Group I is up to \$750,000 in federal cost-share for projects that can be completed in two years, and Funding Group II is up to \$3 million in federal cost-share for projects that can be completed in three years. For Task D projects, Reclamation can provide up to \$10 million in federal funds. Task D requires a 5% non-federal cost-share; however, applicants can request a cost-share waiver.

Based on discussions with our contact at Reclamation, the DRP funding opportunity is a good fit for the District's two proposed projects: (1) intertie with West Valley Water District, and (2) constructing two new water reservoirs called Hunter 1 and 20th Street. The District may submit two applications, one for each project, to Reclamation under the same DPR funding opportunity. The District qualifies as an eligible applicant under Task A projects. Our scope of work is based on applying to Funding Group I for the West Valley Intertie project and to Funding Group II for the two new water reservoirs. In addition, WEBB is uniquely positioned to prepare the applications since our engineers have been working with the District to prepare cost estimates for said projects.

Notes:

Costs and fees associated with additional special studies, such as archaeological studies, biological reports, and/or geotechnical reports, etc., which may be required in conjunction with the approval of this project, are excluded from this proposal unless specifically noted otherwise.

Please contact us immediately if our understanding of the project needs are not consistent with your understanding, so that the proposal can be revised accordingly.

Section 2 **Scope of Work**

Albert A. WEBB Associates (WEBB) will perform the following Scope of Services for the project.

2.1 Data Gathering and Analysis

In preparation for the creating and submitting the grant application, WEBB will collect and analyze data from the District and outside sources for all required and recommended application elements for two Drought Response Program draft applications:

- Funding Group 1: West Valley Intertie.
- Funding Group 2: Reservoir Project (maximum federal funding \$3 million). This will be a combined project with two reservoirs, which are the 1.4 MG Hunter Reservoir and the 3.65 MG 20th St. Reservoir.

The range of the projects and proposed amounts of federal funding will be based on direction from the district during the kickoff meeting scheduled for August 12, 2024 at 1:30 p.m.

2.2 Prepare and Submit Grant Applications

WEBB will create two applications for the District based on the Reclamation NOFO No. R25AS00013, *WaterSMART Drought Response Program: Drought Resiliency Projects (DRP) for Fiscal Year 2025*.

WEBB will ensure that all Required Application Elements for both applications are completed. This includes:

- filling out all required federal forms and ensuring they are properly endorsed;
- ensuring that SAM requirements are met; and
- creating a Technical Proposal, Budget Narrative and Evaluation Criteria Narrative in accordance with NOFO Sections D and E.

WEBB will also ensure that all Recommended Application Elements are completed. This includes the following:

- developing strategies for environmental (NEPA and CEQA) and federal cultural resources compliance;
- determining whether any permits and approvals would be necessary and if so, develop plans for obtaining them;
- when applicable, supplying recommended reporting and disclosure statements and certifications;
- obtaining five letters of support for each application from municipal and legislative representatives, and local water partners, and coordinating with their offices in the process; and
- obtaining letters of funding commitment from partners for each (if necessary)

WEBB will assemble the applications and necessary attachments for up to two staff reviews prior to final copies for the Board of Directors meeting agenda packet on September 19, 2024 for approval and resolution.

2.3 Project Management and Meetings

WEBB has budgeted meeting time with the District to complete the application and to attend one Board of Directors meeting.

The application will require a resolution from the District Board of Directors that approves the application and commits to funding if the grant is received; therefore, the draft of the application and a resolution must be on the September 19, 2024 Board of Director's agenda to meet the October 7, 2024 deadline to USBR. WEBB will provide a template resolution that will be utilized that meets the requirements under the Drought Response Program application.

Exclusions

- If either project does not fit within a NEPA Categorical Exclusion that Reclamation would prepare and a different NEPA document is needed from the District, then a budget augment would be required.
- If Reclamation determines either project could have effects on historic properties, then a budget augment would be required to bring a consulting archaeologist on-board to prepare a Section 106 analysis for Reclamation.
- A budget augment would be required for WEBB to prepare CEQA documentation on behalf of the District.
- If permits and approvals are required, then a budget augment would be needed for WEBB to obtain them on behalf of the District.

Additional Services

Services which are not specifically identified herein as services to be performed by WEBB are considered Additional Services for the purposes of this Proposal. The Client may request that WEBB perform services which are Additional Services. WEBB will perform such additional services upon execution of an amendment to this Agreement setting forth the scope, schedule, and fee for such additional services.

Schedule

Submittal of both applications to USBR will be completed by the DRP deadline of October 7, 2024, 4:00 p.m. Mountain Daylight Time (3:00 p.m. Pacific Time).

Section 3 Compensation for Services

Work shall be billed on "Time and Materials" basis (T&M) not to exceed the amount indicated below without prior authorization from the Client. Total fees for services shown in the Scope of Work (Section 2) shall be **\$23,980**. A breakdown of our fees is listed below:

Item	Description	Bradley Sackett Principal II	Cheryl DeGano Principal II	Autumn DeWoody Associate II	Lee Reeder Associate I	Noemi Avila Assistant II	Total Hours	Expenses	Total/task ¹
	Billout Rate	\$ 312	\$ 312	\$ 229	\$ 217	\$ 147			
		10	8	22	56	8	104	\$-	\$23,980
Task 1	Data Gathering and Analysis			4	16		20		\$ 4,390
Task 2	Prepare and Submit Grant Applications	4	4	8	24	8	48		\$10,710
Task 3	Project Management and Meetings	6	4	10	16		36		\$ 8,880
	Total	10	8	22	56	8	104	\$-	\$23,980

1. Rounded to the nearest \$10.
2. Billout rates may change over the course of the contract term due to changes in employee compensation. Please notify WEBB if the funding source for this project has a conflict with this fact.
3. Expenses other than mileage, will incur a 15% surcharge.

This proposal is valid for 60 days.

Task budgets are estimates and may be used interchangeably as needed but not to exceed the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees. Invoices will be submitted monthly based on the percentage of work completed. All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, work on project may cease and interest of 1.5% per month shall be charged on unpaid balances.

Charges for deliveries, printing, copying, mileage, postage, outside services, and for coordination of other services not specifically listed in the scope of work (Reimbursable Expenses), will be billed on a time and material basis, in accordance with our Schedule of Fees in addition to the amounts shown above. Checking and/or filing fees are not included in this contract, and shall be paid by the client directly to the appropriate governmental agency.



Fee Schedule

CLASSIFICATION

<u>Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers</u>	<u>Rates</u> <u>\$/Hour</u>
Principal II.....	312.00
Principal I	298.00
Senior III	280.00
Senior II	267.00
Senior I	258.00
Associate III	240.00
Associate II	229.00
Associate I	217.00
Assistant V	196.00
Assistant IV	176.00
Assistant III	163.00
Assistant II	147.00
Assistant I	130.00
 <u>Survey Services</u>	
2-Person Survey Party	326.00
1-Person Survey Party	234.00
 <u>Inspection Services</u>	
Construction Manager II	280.00
Construction Manager I	200.00
Inspector (Non-Prevailing Wage)	141.00
Inspector Overtime (Non-Prevailing Wage)	190.00
Inspector (Prevailing Wage)	152.00
Inspector Overtime (Prevailing Wage).....	200.00
 <u>Administrative Services</u>	
Project Coordinator	141.00
Administrative Assistant III	120.00
Administrative Assistant II	107.00
Administrative Assistant I	85.00
 <u>Other Direct Expenses</u>	
Incidental Charges	Cost + 15%
Postage	Cost
Subcontracted Services	Cost + 15%
Special Consultant.....	385.00
Survey/Inspection Per Diem	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour	36.00
In-House Delivery 1/2 Hour up to 1 Hour	70.00
In-House Delivery Over 1 Hour up to 2 Hours	130.00
In-House Delivery Over 2 Hours	185.00
Survey/Inspection Vehicle	0.81/Mile
Mileage	0.72/Mile

Note: All rates are subject to change based on annual inflation and cost of living adjustments. Prevailing wages are dictated by the California Department of Industrial Relations (DIR). As such, the indicated rate will remain in effect until revised rates are published by the DIR. The rate shown shall be subject to renegotiation to remain in compliance with State requirements if prevailing wages are increased by the DIR.

* A FINANCE CHARGE of 1 ½ % per month (18% per year) will be added to any unpaid amount commencing thirty (30) days from invoice date. A mechanic's lien may be filed for any invoice remaining unpaid after thirty (30) days from invoice date.

Rubidoux Community Services District
Water Fund Budget

	Actual YTD March 2024	Annual Budget 2023/2024 ⁽¹⁾	Projected Year End 2023/2024	Favorable (Unfavorable) Variance	Audited 2022/2023	Adopted Budget 2024/2025
Operating Income						
1 Sales - Residential	\$ 3,953,864	\$ 6,109,000	\$ 5,453,864	\$ (655,136)	\$ 4,357,505	\$ 6,559,000
2 Sales - Commercial	1,169,205	2,037,000	1,409,205	(627,795)	1,698,901	2,186,000
3 Sales - Late Charges	68,255	76,000	91,006	15,006	75,034	92,000
4 Sales - Service Charges	3,777	6,000	5,036	(964)	6,017	6,000
5 Sales - Reconnect Charge	24,550	29,000	32,733	3,733	28,750	33,000
6 Sales - Meters	11,570	95,000	15,427	(79,573)	83,195	95,000
7 Sales - Jumper Income	-	34,000	-	(34,000)	32,000	34,000
8 Sales - JCSD	-	-	-	-	538,118	-
Total Operating Income	5,231,220	8,386,000	7,007,270	(1,378,730)	6,819,520	9,005,000
Other Income						
9 Interest Income	208,717	293,000	421,449	128,449	257,922	421,000
10 Miscellaneous Revenue	6,889	10,000	9,186	(814)	305,599	10,000
11 Interest Income: Non-Operational	51,209	54,000	107,327	53,327	64,983	107,000
12 Grant Income: Cal OES (LHMP)	-	160,000	-	(160,000)	-	43,875
13 Non-Operating Commercial Revenue	-	-	-	-	428,993	-
Total Other Income	266,815	517,000	537,961	20,961	1,057,497	581,875
TOTAL WATER REVENUE	\$ 5,498,035	\$ 8,903,000	\$ 7,545,231	\$ (1,357,769)	\$ 7,877,018	\$ 9,586,875
Operating Expense						
14 Pump Energy Costs	\$ 440,200	\$ 536,000	\$ 586,933	\$ (50,933)	\$ 570,609	\$ 605,000
15 Water Analyses	145,720	243,000	194,293	48,707	228,175	243,000
16 Bad Debt Expense: Wtr	-	22,000	9,000	-	12,135	15,000
17 R & M Vehicle	22,839	23,000	30,452	(7,452)	29,286	31,000
18 R & M Equipment, Heavy	21,018	46,000	28,024	17,976	48,337	29,000
19 R & M Water System (includes asphalt)	395,314	304,000	507,789	(203,789)	409,762	523,000
20 R & M Office	4,879	11,000	6,505	4,495	9,575	7,000
21 R & M Anita B. Smith Plant	-	100,000	-	100,000	-	-
22 Operating Expense	163,602	516,000	318,137	197,863	267,120	428,000
23 Op/Maint Wellhd Treat Facility (N03 Plt)	281,078	324,000	374,770	(50,770)	299,373	436,000
24 Operating Expense: Treatment Media	865,923	1,250,000	905,923	344,077	189,376	1,000,000
25 General Supplies & Expenses	5,121	24,000	6,828	17,172	10,082	7,000
26 Bank Service Charges	95,476	122,000	127,301	(5,301)	120,488	131,000
27 Chemical/Mineral Supplies	30,990	36,000	41,320	(5,320)	32,089	43,000
28 Regulatory Fee/State	8,694	40,000	23,219	16,781	43,182	24,000
29 Clothing/Shoe Expense	11,779	12,000	15,706	(3,706)	10,843	17,000
30 Employee Education and Training	12,965	25,000	17,286	7,714	15,972	25,000
31 Utilities	2,043	3,000	2,724	276	2,781	3,000
32 Telephone	2,769	4,000	3,692	308	3,528	4,000
33 Dues & Subscriptions	811	2,000	1,081	919	1,141	2,000
34 Licenses & Permits	25,356	38,000	33,808	4,192	11,121	38,000
35 Mileage & Conference Expense	-	5,000	-	5,000	1,345	5,000
36 Gasoline Expense	50,682	71,000	67,576	3,424	73,144	70,000
37 Liability Insurance	57,411	127,000	113,111	13,889	120,751	152,000
38 Attorney Fees	-	5,000	-	5,000	-	5,000
39 Consulting Fees Grant Support Services	44,957	55,000	59,943	(4,943)	9,432	15,000
40 Consulting Fees:Cost of Svc Study(60%WF/40%SF)	3,540	-	4,720	(4,720)	30,999	-
41 Consulting Fees: Utility/Rate	-	15,000	-	15,000	-	15,000
42 Consulting Fees:Safety (50%WF/50%SF)	-	15,000	-	15,000	-	-
43 Consulting Fees:LHMP (75%WF/25%SF)	-	178,000	-	178,000	-	48,750
44 Consulting Fees:Valve Turning Program	-	15,000	-	15,000	5,814	15,000
45 Consulting Fees: SCADA Eval & Impl.	-	-	-	-	-	-
46 Consulting Fees: Operator Training/SOPs	52,605	119,000	52,605	66,395	153,063	40,000
47 Consulting Fees: Lead and Copper Service Line Inventory	-	31,000	-	31,000	-	31,000
48 Consulting Fees: Urban Water Management Plan update	-	-	-	-	-	20,000
49 Consulting Fees: Leppa	-	7,000	7,000	-	-	-
50 Consulting Fees: Drought, Cons., Water Loss/Eff.	-	45,000	15,000	30,000	15,000	45,000
51 Mission Blvd. Mainline Flushing and Facilities	-	80,000	-	80,000	-	80,000
52 Engineering Fees:WTR	110,404	150,000	147,206	2,794	186,581	180,000
53 Engineering Fees:Master Plans	16,794	-	16,794	(16,794)	12,400	-

RESOLUTION NO. 2024-918

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RUBIDOUX
COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL
MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE, AND ENTER INTO A
COOPERATIVE AGREEMENT, AND ADMINISTER A GRANT FOR THE FY
2025 BUREAU OF RECLAMATION DROUGHT RESPONSE PROGRAM
DROUGHT RESILIENCY PROJECTS FOR FISCAL YEAR 2025 (R25AS00013)
—INTERTIE PROJECT**

WHEREAS, the General Manager, or designee, of the Rubidoux Community Services District (“DISTRICT”), may legally bind the District by their signature; and

WHEREAS, the DISTRICT wishes to enter into the Bureau of Reclamation's Drought Response Program Drought Resiliency Projects for Fiscal Year 2025 Grant to fund the Wilson Intertie with West Valley Water District in the amount not to exceed \$500,000; and DISTRICT will provide the amount of funding and/or in-kind contributions specified in the funding plan; and

WHEREAS, the DISTRICT Board of Directors and the General Manager have reviewed and support the application submitted, and

WHEREAS, the DISTRICT will work with the Bureau of Reclamation to meet established guidelines for entering into a cooperative agreement.

NOW BE IT THEREFORE, BE IT RESOLVED that the Board of Directors of the DISTRICT, hereby supports the application submitted and authorizes the General Manager to execute any and all documents associated with this grant process.

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of the Rubidoux Community Services District, held on the 19th of September 2024, by the following vote:

AYES:

AWAY:

NOES:

ABSENT:

ABSTENTIONS:

John Skerbelis, President
Rubidoux Community Services District

(Seal)

ATTEST:

Brian R. Laddusaw
General Manager

APPROVED AS TO FORM AND CONTENT:

John R. Harper
District Counsel

5. CONSENT CALENDAR (continued)

- D. **DM 2024-72:** Consider Adoption of Resolution No. 2024-919, A Resolution Authorizing the General Manager, or Designee, to Apply for, Receive, and Enter into a Cooperative Agreement, and Administer a Grant for the FY 2025 U.S. Bureau of Reclamation Drought Response Program Drought Resiliency Projects – New Reservoirs Project

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 2024-72

September 19, 2024

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Adoption of Resolution No. 2024-919, A Resolution Authorizing the General Manager, or Designee, to Apply for, Receive, and Enter into a Cooperative Agreement, and Administer a Grant for the FY 2025 U.S. Bureau of Reclamation Drought Response Program Drought Resiliency Projects – New Reservoirs Project

BACKGROUND:

On August 15, 2024, pursuant to Director Memorandum (“DM”) 2024-66, the Rubidoux Community Services District (“District”) Board of Directors (“Board”) authorized the issuance of a Task Order to Albert A. Webb Associates (“Webb”) to assist District staff with preparing a grant application under the U.S Bureau of Reclamation’s (“USBR”) Drought Response Program to secure funding for the District’s new reservoir replacement and construction projects (Attachment 1).

The District has four water storage reservoirs currently in operation: Atkinson, Perrone, Watson, and Hunter 1. In December 2019, the Board 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. In August 2023, the Board adopted a multi-year Corrective Action Plan to address the deficiencies in the existing water storage reservoirs. Further, in the District’s 2022 Water Master Plan, Hunter 1 was identified as needing to be replaced altogether. Hunter 1 is a 0.4 MG water storage reservoir in the District’s 1238-foot pressure zone. Facilitating this replacement is deemed critical. Additionally, in the District’s 2022 Water Master Plan is a new 3.65 MG water storage reservoir to provide additional storage to the Atkinson (1066-foot) pressure zone. Sizing criteria was based on fire flow storage requirements for the Atkinson Zone. Although grant monies under this program cannot be used for repairs and maintenance, they can be utilized for the replacement of Hunter 1 and construction of a new 5th water storage reservoir, currently called the 20th Street Tank. Both tanks are crucial for the long-term sustainability and growth of the District.

The District is seeking grant financing to offset some of the construction costs. Absent grant financing, the District would have to facilitate this infrastructure through existing reserves, debt financing, or condition a developer to build it and would require issuance of EDU fee credits for their project. Subsidizing the construction of the new reservoirs via grant monies provides the lowest cost option for the District and its rate-payers.

The USBR Drought Response Program Drought Resiliency funding opportunity has two funding groups, Funding Group I and Funding Group II. Funding Group I provides up to \$750,000 in federal funds for projects that generally can be completed in two years. Funding Group II provides up to \$3,000,000 in federal funds for projects that generally can be completed in three years. The District is allowed to submit a grant application for each funding group and neither application will compete with the other for federal monies. The caveat is the District is limited in total funding across the two groups to \$3,000,000. Thus, the District is disallowed from seeking the maximum funding of \$750,000 and \$3,000,000 under this funding opportunity. The new reservoirs project grant application is being submitted under Funding Group II.

The current estimated project costs for the two new water storage reservoirs are:

New Water Reservoirs Cost Breakdown			
Item/Description	Hunter 1	20th Street	Total
Construction	\$ 1,192,000	\$ 5,150,200	\$ 6,342,200
Engineering	\$ 119,200	\$ 515,020	\$ 634,220
Construction Management and Inspection	\$ 238,400	\$ 1,030,040	\$ 1,268,440
Contingency	\$ 119,200	\$ 515,020	\$ 634,220
Total Estimated Project Costs	\$ 1,668,800	\$ 7,210,280	\$ 8,879,080

The District is requesting a federal cost share of \$2,500,000, or approximately 29% of the total estimated project costs. Due to the magnitude of the project, the District is unable to request a federal cost share of 50%. If the District’s grant application is successful in receiving the \$2,500,000 maximum being requested, the District plans to allocate the monies to the two projects as follows:

New Water Reservoirs Cost Breakdown			
Item/Description	Hunter 1	20th Street	Total
Construction	\$ 1,192,000	\$ 5,150,200	\$ 6,342,200
Engineering	\$ 119,200	\$ 515,020	\$ 634,220
Construction Management and Inspection	\$ 238,400	\$ 1,030,040	\$ 1,268,440
Contingency	\$ 119,200	\$ 515,020	\$ 634,220
Total Estimated Project Costs	\$ 1,668,800	\$ 7,210,280	\$ 8,879,080
Potential Grant Offset (50% - Max \$2,500,000)	\$ 834,400	\$ 1,665,600	\$ 2,500,000
Total Estimated Project Costs in Excess of Potential Grant Funds	\$ 834,400	\$ 5,544,680	\$ 6,379,080

Webb is working towards the October 7, 2024, grant application deadline and as required by all USBR grants, the District must adopt a resolution authorizing the General Manager, or designee, to apply for, receive, and administer the grant. Included as Attachment 2 is Resolution No. 2024-919, ‘*A Resolution Authorizing the General Manager, or Designee, to Apply for, Receive, and Enter into a cooperative agreement, and Administer a Grant for the FY 2025 U.S. Bureau of Reclamation Drought Response Program Drought Resiliency Projects – Reservoirs Project.*’

Budget Considerations

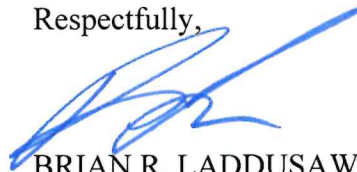
The Board previously authorized the work of Webb to assist staff in preparing this grant application via DM 2024-66. The only budgetary considerations related to this DM is staff time spent on administrative tasks associated with reviewing and facilitating the grant application and associated documents with Webb. Based on the current grant timeline, the USBR will announce selections in March 2025 and award funding in September 2025.

RECOMMENDATION:

Staff recommends the Board of Directors consider the following:

1. Adopt Resolution No. 2024-919, ‘*A Resolution Authorizing the General Manager, or Designee, to Apply for, Receive, and Enter into a cooperative agreement, and Administer a Grant for the FY 2025 U.S. Bureau of Reclamation Drought Response Program Drought Resiliency Projects – Reservoirs Project.*’

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s):

1. DM 2024-66
2. Resolution No. 2024-919

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 2024-66

August 15, 2024

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Proposal from Albert A. Webb Associates for Preparation of a U.S. Bureau of Reclamation WaterSMART Drought Response Grant Program Application

BACKGROUND:

In March 2022, the Rubidoux Community Services District (“District”) Board of Directors (“Board”) first entered into a professional services agreement with Albert A. Webb Associates (“Webb”) to assist District staff in writing grant applications. Grant writing is a unique skillset and with the District only having 26 full-time equivalent employees, District staff does not possess the time nor expertise to write successful grant applications at the same level as Webb. Some of the advantages with leveraging the use of a professional grant writer include but are not limited to:

1. **Expertise and Experience:** Professional grant writers have specialized training and experience in researching, writing, and submitting grant proposals. They understand the nuances of grant applications, including specific requirements and formatting guidelines. This expertise can increase the chances of success in securing grant funding.
2. **Time Efficiency:** Preparing a grant proposal can be a time-consuming process. Professional grant writers can streamline the process, allowing the District’s staff to focus on their core responsibilities, which is particularly important for a small District like Rubidoux.
3. **Access to Funding Opportunities:** Professional grant writers often have access to databases and resources that provide information about various grant opportunities. They can help identify grants that are a good fit for the District’s mission and programs, increasing the likelihood of securing funding.
4. **Competitive Advantage:** Many grant opportunities are highly competitive, with numerous organizations vying for limited funds. Professional grant writers can help organizations craft compelling proposals that stand out from the competition.

The District has previously utilized Webb for grant application support services. In FY 2023, the District was awarded a grant from the U.S. Bureau of Reclamation (“USBR”) under their WaterSMART “Water and Energy Efficiency Grant” Program (“Grant Program”). With the assistance of Webb, the District secured \$1.5 million in grant funding to help the District replace approximately 5,000 existing meters to Advanced Metering Infrastructure (“AMI”) technology under what’s referred to as Phase I of the District’s overall AMI Meter Replacement Project (“Project”) which looks to replace 100% of the District’s meters to AMI. Earlier this evening, the Board reviewed the draft grant application for Phase 2 of the Project and considered the adoption of Resolution No. 2024-917 to allow the General Manager to facilitate all the grant documents. If the grant application under Phase 2 is successful, the District is hopeful to receive approximately \$769,000 in grant monies towards the Project.

Since 2020, the District has been successful on numerous grant application efforts, most of which have utilized the services of grant writing professionals. A summary of those awards is highlighted below:

TABLE 1	
Grant Program	Maximum District Award
CalOES FY 2020-21 Community Power Resiliency Program	\$ 300,000.00
SB 1383 Local Assistance Grant Program	\$ 53,174.00
SWRCB Water Arrearages Program	\$ 86,281.13
SWRCB Wastewater Arrearages Program	\$ 40,406.76
2023 U.S.B.R. WaterSmart Grant - AMI Meters	\$ 1,500,000.00
2023 U.S.B.R. WaterSmart Grant - Well 25 and Treatment	\$ 1,457,500.00
CalOES Hazard Mitigation Grant Program	\$ 168,525.50
Total	\$ 3,605,887.39

Currently there is a grant funding opportunity under the USBR WaterSMART Drought Response (Resiliency) Grant Program to facilitate the funding of two crucial District projects: 1) construction of an inter-agency interconnection with West Valley Water District and 2) replacement of Hunter 1 Reservoir and construction of a new 20th Street Reservoir.

- 1) Intertie with West Valley Water District – Historically, the District has been 100% groundwater (“GW”) reliant. Although the District currently has an interconnection with Jurupa Community Services District (“JCSD”), the District’s current production capacity (supply) over demand has allowed the District to wholesale water to JCSD during the summer months. The District could purchase water from JCSD as part of a total dissolved solids (“TDS”) concentration reduction strategy but this could only be facilitated in the winter months, when JCSD’s demand is low. The District does not view this interconnection as a viable emergency connection year round. Understanding the need for redundant supply to enhance the reliability of the water distribution system year round, the District in 2020 began working on a 5-party agreement with Western Municipal Water District, San Bernardino Valley Municipal Water District, West Valley Water District, and Metropolitan Water District to provide up to 2,000 acre-feet/year (“AFY”) of low TDS State Water Project water to the District. This agreement was formally executed by all parties in June 2024. Design of the interconnection is now substantially complete and is considered “shovel ready”. Since access to an additional 2,000 AFY of water is not an imminent need for the District,

the District can seek grant financing to cover up to 50% of the project cost. Absent grant financing, the District would have to facilitate this infrastructure through existing reserves, debt financing, or condition a developer to build it and would require the issuance of EDU fee credits for their project. Subsidizing the construction of the interconnection via grant monies provides the lowest cost option for the District and its rate-payers.

- 2) Reservoir replacement and construction – The District has four water storage reservoirs currently in operation: Atkinson, Perrone, Watson, and Hunter 1. 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. In August 2023, the Board adopted a multi-year Corrective Action Plan to address the deficiencies in the existing water storage reservoirs. Further, in the District’s 2022 Water Master Plan, Hunter 1 was identified as needing to be replaced altogether. Hunter 1 is a 0.4 MG water storage reservoir in the District’s 1238-foot pressure zone. Facilitating this replacement is deemed critical. Additionally, in the District’s 2022 Water Master Plan is a new 3.65 MG water storage reservoir to provide additional storage to the Atkinson (1066-foot) pressure zone. Sizing criteria was based on fire flow storage requirements for the Atkinson Zone. Although grant monies under this program cannot be used for repairs and maintenance, they can be utilized for the replacement of Hunter 1 and construction of a new 5th water storage reservoir, currently called the 20th Street Tank. Both tanks are crucial for the long-term sustainability and growth of the District.

The USBR Drought Response Grant Program has two funding groups and thus allows the District to apply for grant funding under both groups but most importantly, without competing against each other. Funding Group 1 allows for up to \$750,000 and Funding Group 2 allows for up to \$3,000,000. The only caveat is the max total funding for the District during this funding cycle is \$3,000,000. This will require to District to reduce the funding request amongst both groups to not exceed \$3,000,000 in the aggregate.

Given Webb’s proven track record of securing grant financing for critical District projects in the past, the District requested a proposal to assist staff in preparing a grant application for the aforementioned projects. The proposal is for \$23,980, or \$11,990 per application. For reference, the District paid \$11,000 for the Phase 2 AMI grant application.

Budget Considerations

Included in the District’s Fiscal Year (“FY”) 2024|2025 Water Fund Budget is line 39 ‘Consulting Fees: Grant Support Services’ for \$15,000. This amount is insufficient to cover the cost of this work and the Board would need to amend the budget before proceeding forward with these efforts. Further, since most grant programs have two funding deadline periods, it’s likely the District may wish to apply for another grant in Winter 2025. Thus, staff recommends the Board consider amending the District’s FY 2024|2025 Water Fund Budget line 39 from \$15,000 to \$40,000, which will allow for District staff to issue a Task Order to Webb for \$23,980 for this work and provide an additional \$15,000 for the remainder of the fiscal year should staff deem it necessary to pursue

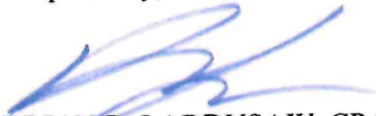
an additional grant opportunity in early 2025. The budget amendment of \$25,000 would be funded from the District's Water Fund Unrestricted Operating Reserve.

RECOMMENDATION:

Staff recommends the Board of Directors consider the following:

1. Issue a Task Order to Albert A. Webb Associates in the amount of \$23,980 to assist staff with preparing a grant application under the U.S. Bureau of Reclamation's Drought Response Program to secure funding for the District's interconnection with West Valley Water District and facilitate the replacement and construction of two water storage reservoirs.
2. Amend the District's Fiscal Year 2024|2025 Water Fund Budget line 39 'Consulting Fees: Grant Support Services' from \$15,000 to \$40,000 funded from the District's Water Fund Unrestricted Operating Reserve.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attachment(s):

1. Proposal – Albert A. Webb Associates – Grant Application Services, dtd. August 8, 2024
2. Fiscal Year 2024|2025 Water Fund Budget – Page 5



P_20240485

August 8, 2024

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

Sent via email: BLaddusaw@rcsd.org

RE: Proposal for Grant Application Services

Dear Brian,

Pursuant to your request on August 1, 2024, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal to prepare two grant applications to the U.S. Bureau of Reclamation's WaterSMART Drought Response Program funding opportunity. Enclosed you will find our Project Understanding (Section 1), Scope of Work (Section 2), and Compensation for Services (Section 3) for your review and consideration.

If you find this proposal acceptable, please notify our office so a contract agreement can be prepared. We appreciate this opportunity to be of service to the District and look forward to hearing from you. If you have any questions regarding this proposal, please call us at the number below.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Autumn DeWoody
Senior Environmental Analyst -Water Resources Planning
(951) 320-6046
Autumn.DeWoody@WebbAssociates.com

Copy: Lee Reeder, WEBB
Brad Sackett, WEBB
Cheryl DeGano, WEBB

Section 1 Project Understanding

The U.S. Bureau of Reclamation ("Reclamation") released on July 24, 2024 the Notice of Funding Opportunity (NOFO) No. R25AS00013, *WaterSMART Drought Response Program: Drought Resiliency Projects (DRP) for Fiscal Year 2025*. This funding opportunity supports the implementation of drought mitigation projects that will build long-term resilience to drought. Through this funding opportunity, Reclamation provides financial assistance for projects that, when implemented, will increase water supply reliability and improve water management.

The DRP funding opportunity offers four task (category) areas (Tasks A-D) for project implementation to improve water supply reliability. Task A projects include infrastructure improvements, Task B includes groundwater projects, Task C projects are decision support tools to improve water management, and Task D includes domestic water supply projects that benefit Tribes or disadvantaged communities that do not currently have reliable water supplies.

For Tasks A-C, Reclamation can provide up to 50% of project costs in two funding groups, not to exceed \$3 million in federal funds. Funding Group I is up to \$750,000 in federal cost-share for projects that can be completed in two years, and Funding Group II is up to \$3 million in federal cost-share for projects that can be completed in three years. For Task D projects, Reclamation can provide up to \$10 million in federal funds. Task D requires a 5% non-federal cost-share; however, applicants can request a cost-share waiver.

Based on discussions with our contact at Reclamation, the DRP funding opportunity is a good fit for the District's two proposed projects: (1) intertie with West Valley Water District, and (2) constructing two new water reservoirs called Hunter 1 and 20th Street. The District may submit two applications, one for each project, to Reclamation under the same DPR funding opportunity. The District qualifies as an eligible applicant under Task A projects. Our scope of work is based on applying to Funding Group I for the West Valley Intertie project and to Funding Group II for the two new water reservoirs. In addition, WEBB is uniquely positioned to prepare the applications since our engineers have been working with the District to prepare cost estimates for said projects.

Notes:

Costs and fees associated with additional special studies, such as archaeological studies, biological reports, and/or geotechnical reports, etc., which may be required in conjunction with the approval of this project, are excluded from this proposal unless specifically noted otherwise.

Please contact us immediately if our understanding of the project needs are not consistent with your understanding, so that the proposal can be revised accordingly.

Section 2 **Scope of Work**

Albert A. WEBB Associates (WEBB) will perform the following Scope of Services for the project.

2.1 Data Gathering and Analysis

In preparation for the creating and submitting the grant application, WEBB will collect and analyze data from the District and outside sources for all required and recommended application elements for two Drought Response Program draft applications:

- Funding Group 1: West Valley Intertie.
- Funding Group 2: Reservoir Project (maximum federal funding \$3 million). This will be a combined project with two reservoirs, which are the 1.4 MG Hunter Reservoir and the 3.65 MG 20th St. Reservoir.

The range of the projects and proposed amounts of federal funding will be based on direction from the district during the kickoff meeting scheduled for August 12, 2024 at 1:30 p.m.

2.2 Prepare and Submit Grant Applications

WEBB will create two applications for the District based on the Reclamation NOFO No. R25AS00013, *WaterSMART Drought Response Program: Drought Resiliency Projects (DRP) for Fiscal Year 2025*.

WEBB will ensure that all Required Application Elements for both applications are completed. This includes:

- filling out all required federal forms and ensuring they are properly endorsed;
- ensuring that SAM requirements are met; and
- creating a Technical Proposal, Budget Narrative and Evaluation Criteria Narrative in accordance with NOFO Sections D and E.

WEBB will also ensure that all Recommended Application Elements are completed. This includes the following:

- developing strategies for environmental (NEPA and CEQA) and federal cultural resources compliance;
- determining whether any permits and approvals would be necessary and if so, develop plans for obtaining them;
- when applicable, supplying recommended reporting and disclosure statements and certifications;
- obtaining five letters of support for each application from municipal and legislative representatives, and local water partners, and coordinating with their offices in the process; and
- obtaining letters of funding commitment from partners for each (if necessary)

WEBB will assemble the applications and necessary attachments for up to two staff reviews prior to final copies for the Board of Directors meeting agenda packet on September 19, 2024 for approval and resolution.

2.3 Project Management and Meetings

WEBB has budgeted meeting time with the District to complete the application and to attend one Board of Directors meeting.

The application will require a resolution from the District Board of Directors that approves the application and commits to funding if the grant is received; therefore, the draft of the application and a resolution must be on the September 19, 2024 Board of Director's agenda to meet the October 7, 2024 deadline to USBR. WEBB will provide a template resolution that will be utilized that meets the requirements under the Drought Response Program application.

Exclusions

- If either project does not fit within a NEPA Categorical Exclusion that Reclamation would prepare and a different NEPA document is needed from the District, then a budget augment would be required.
- If Reclamation determines either project could have effects on historic properties, then a budget augment would be required to bring a consulting archaeologist on-board to prepare a Section 106 analysis for Reclamation.
- A budget augment would be required for WEBB to prepare CEQA documentation on behalf of the District.
- If permits and approvals are required, then a budget augment would be needed for WEBB to obtain them on behalf of the District.

Additional Services

Services which are not specifically identified herein as services to be performed by WEBB are considered Additional Services for the purposes of this Proposal. The Client may request that WEBB perform services which are Additional Services. WEBB will perform such additional services upon execution of an amendment to this Agreement setting forth the scope, schedule, and fee for such additional services.

Schedule

Submittal of both applications to USBR will be completed by the DRP deadline of October 7, 2024, 4:00 p.m. Mountain Daylight Time (3:00 p.m. Pacific Time).

Section 3 Compensation for Services

Work shall be billed on "Time and Materials" basis (T&M) not to exceed the amount indicated below without prior authorization from the Client. Total fees for services shown in the Scope of Work (Section 2) shall be **\$23,980**. A breakdown of our fees is listed below:

Item	Description	Bradley Sackett Principal II	Cheryl DeGano Principal II	Autumn DeWoody Associate II	Lee Reeder Associate I	Noemi Avila Assistant II	Total Hours	Expenses	Total/task ¹
	Billout Rate	\$ 312	\$ 312	\$ 229	\$ 217	\$ 147			
		10	8	22	56	8	104	\$-	\$23,980
Task 1	Data Gathering and Analysis			4	16		20		\$ 4,390
Task 2	Prepare and Submit Grant Applications	4	4	8	24	8	48		\$10,710
Task 3	Project Management and Meetings	6	4	10	16		36		\$ 8,880
	Total	10	8	22	56	8	104	\$-	\$23,980

1. Rounded to the nearest \$10.
2. Billout rates may change over the course of the contract term due to changes in employee compensation. Please notify WEBB if the funding source for this project has a conflict with this fact.
3. Expenses other than mileage, will incur a 15% surcharge.

This proposal is valid for 60 days.

Task budgets are estimates and may be used interchangeably as needed but not to exceed the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees. Invoices will be submitted monthly based on the percentage of work completed. All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, work on project may cease and interest of 1.5% per month shall be charged on unpaid balances.

Charges for deliveries, printing, copying, mileage, postage, outside services, and for coordination of other services not specifically listed in the scope of work (Reimbursable Expenses), will be billed on a time and material basis, in accordance with our Schedule of Fees in addition to the amounts shown above. Checking and/or filing fees are not included in this contract, and shall be paid by the client directly to the appropriate governmental agency.



Fee Schedule

CLASSIFICATION

<u>Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers</u>	<u>Rates</u> <u>\$/Hour</u>
Principal II.....	312.00
Principal I	298.00
Senior III	280.00
Senior II	267.00
Senior I	258.00
Associate III	240.00
Associate II	229.00
Associate I	217.00
Assistant V	196.00
Assistant IV	176.00
Assistant III	163.00
Assistant II	147.00
Assistant I	130.00
<u>Survey Services</u>	
2-Person Survey Party	326.00
1-Person Survey Party	234.00
<u>Inspection Services</u>	
Construction Manager II	280.00
Construction Manager I	200.00
Inspector (Non-Prevailing Wage)	141.00
Inspector Overtime (Non-Prevailing Wage)	190.00
Inspector (Prevailing Wage)	152.00
Inspector Overtime (Prevailing Wage).....	200.00
<u>Administrative Services</u>	
Project Coordinator	141.00
Administrative Assistant III	120.00
Administrative Assistant II	107.00
Administrative Assistant I	85.00
<u>Other Direct Expenses</u>	
Incidental Charges	Cost + 15%
Postage	Cost
Subcontracted Services	Cost + 15%
Special Consultant.....	385.00
Survey/Inspection Per Diem	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour	36.00
In-House Delivery 1/2 Hour up to 1 Hour	70.00
In-House Delivery Over 1 Hour up to 2 Hours	130.00
In-House Delivery Over 2 Hours	185.00
Survey/Inspection Vehicle	0.81/Mile
Mileage	0.72/Mile

Note: All rates are subject to change based on annual inflation and cost of living adjustments. Prevailing wages are dictated by the California Department of Industrial Relations (DIR). As such, the indicated rate will remain in effect until revised rates are published by the DIR. The rate shown shall be subject to renegotiation to remain in compliance with State requirements if prevailing wages are increased by the DIR.

* A FINANCE CHARGE of 1 1/2 % per month (18% per year) will be added to any unpaid amount commencing thirty (30) days from invoice date. A mechanic's lien may be filed for any invoice remaining unpaid after thirty (30) days from invoice date.

Rubidoux Community Services District
Water Fund Budget

	Actual YTD March 2024	Annual Budget 2023/2024 ⁽¹⁾	Projected Year End 2023/2024	Favorable (Unfavorable) Variance	Audited 2022/2023	Adopted Budget 2024/2025
Operating Income						
1 Sales - Residential	\$ 3,953,864	\$ 6,109,000	\$ 5,453,864	\$ (655,136)	\$ 4,357,505	\$ 6,559,000
2 Sales - Commercial	1,169,205	2,037,000	1,409,205	(627,795)	1,698,901	2,186,000
3 Sales - Late Charges	68,255	76,000	91,006	15,006	75,034	92,000
4 Sales - Service Charges	3,777	6,000	5,036	(964)	6,017	6,000
5 Sales - Reconnect Charge	24,550	29,000	32,733	3,733	28,750	33,000
6 Sales - Meters	11,570	95,000	15,427	(79,573)	83,195	95,000
7 Sales - Jumper Income	-	34,000	-	(34,000)	32,000	34,000
8 Sales - JCSD	-	-	-	-	538,118	-
Total Operating Income	5,231,220	8,386,000	7,007,270	(1,378,730)	6,819,520	9,005,000
Other Income						
9 Interest Income	208,717	293,000	421,449	128,449	257,922	421,000
10 Miscellaneous Revenue	6,889	10,000	9,186	(814)	305,599	10,000
11 Interest Income: Non-Operational	51,209	54,000	107,327	53,327	64,983	107,000
12 Grant Income: Cal OES (LHMP)	-	160,000	-	(160,000)	-	43,875
13 Non-Operating Commercial Revenue	-	-	-	-	428,993	-
Total Other Income	266,815	517,000	537,961	20,961	1,057,497	581,875
TOTAL WATER REVENUE	\$ 5,498,035	\$ 8,903,000	\$ 7,545,231	\$ (1,357,769)	\$ 7,877,018	\$ 9,586,875
Operating Expense						
14 Pump Energy Costs	\$ 440,200	\$ 536,000	\$ 586,933	\$ (50,933)	\$ 570,609	\$ 605,000
15 Water Analyses	145,720	243,000	194,293	48,707	228,175	243,000
16 Bad Debt Expense: Wtr	-	22,000	9,000	-	12,135	15,000
17 R & M Vehicle	22,839	23,000	30,452	(7,452)	29,286	31,000
18 R & M Equipment, Heavy	21,018	46,000	28,024	17,976	48,337	29,000
19 R & M Water System (includes asphalt)	395,314	304,000	507,789	(203,789)	409,762	523,000
20 R & M Office	4,879	11,000	6,505	4,495	9,575	7,000
21 R & M Anita B. Smith Plant	-	100,000	-	100,000	-	-
22 Operating Expense	163,602	516,000	318,137	197,863	267,120	428,000
23 Op/Maint Wellhd Treat Facility (N03 Pit)	281,078	324,000	374,770	(50,770)	299,373	436,000
24 Operating Expense: Treatment Media	865,923	1,250,000	905,923	344,077	189,376	1,000,000
25 General Supplies & Expenses	5,121	24,000	6,828	17,172	10,082	7,000
26 Bank Service Charges	95,476	122,000	127,301	(5,301)	120,488	131,000
27 Chemical/Mineral Supplies	30,990	36,000	41,320	(5,320)	32,089	43,000
28 Regulatory Fee/State	8,694	40,000	23,219	16,781	43,182	24,000
29 Clothing/Shoe Expense	11,779	12,000	15,706	(3,706)	10,843	17,000
30 Employee Education and Training	12,965	25,000	17,286	7,714	15,972	25,000
31 Utilities	2,043	3,000	2,724	276	2,781	3,000
32 Telephone	2,769	4,000	3,692	308	3,528	4,000
33 Dues & Subscriptions	811	2,000	1,081	919	1,141	2,000
34 Licenses & Permits	25,356	38,000	33,808	4,192	11,121	38,000
35 Mileage & Conference Expense	-	5,000	-	5,000	1,345	5,000
36 Gasoline Expense	50,682	71,000	67,576	3,424	73,144	70,000
37 Liability Insurance	57,411	127,000	113,111	13,889	120,751	152,000
38 Attorney Fees	-	5,000	-	5,000	-	5,000
39 Consulting Fees: Grant Support Services	44,957	55,000	59,943	(4,943)	9,432	15,000
40 Consulting Fees: Cost of Svc Study(60%WF/40%SF)	3,540	-	4,720	(4,720)	30,999	-
41 Consulting Fees: Utility/Rate	-	15,000	-	15,000	-	15,000
42 Consulting Fees: Safety (50%WF/50%SF)	-	15,000	-	15,000	-	-
43 Consulting Fees: LHMP (75%WF/25%SF)	-	178,000	-	178,000	-	48,750
44 Consulting Fees: Valve Turning Program	-	15,000	-	15,000	5,814	15,000
45 Consulting Fees: SCADA Eval. & Impl.	-	-	-	-	-	-
46 Consulting Fees: Operator Training/SOPs	52,605	119,000	52,605	66,395	153,063	40,000
47 Consulting Fees: Lead and Copper Service Line Inventory	-	31,000	-	31,000	-	31,000
48 Consulting Fees: Urban Water Management Plan update	-	-	-	-	-	20,000
49 Consulting Fees: Leppa	-	7,000	7,000	-	-	-
50 Consulting Fees: Drought, Cons., Water Loss/Eff.	-	45,000	15,000	30,000	15,000	45,000
51 Mission Blvd. Mainline Flushing and Facilities	-	80,000	-	80,000	-	80,000
52 Engineering Fees: WTR	110,404	150,000	147,206	2,794	186,581	180,000
53 Engineering Fees: Master Plans	16,794	-	16,794	(16,794)	12,400	-

RESOLUTION NO. 2024-919

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RUBIDOUX
COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL
MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE, AND ENTER INTO A
COOPERATIVE AGREEMENT, AND ADMINISTER A GRANT FOR THE FY
2025 BUREAU OF RECLAMATION DROUGHT RESPONSE PROGRAM
DROUGHT RESILIENCY PROJECTS FOR FISCAL YEAR 2025
(R25AS00013)—RESERVOIRS PROJECT**

WHEREAS, the General Manager, or designee, of the Rubidoux Community Services District (“DISTRICT”), may legally bind the District by their signature; and

WHEREAS, the DISTRICT wishes to enter into the Bureau of Reclamation’s Drought Response Program Drought Resiliency Projects for Fiscal Year 2025 Grant to fund the New Potable Reservoirs Project (including the Hunter 1 Tank and the 20th Street Tank) in the amount not to exceed \$2,500,000; and DISTRICT will provide the amount of funding and/or in-kind contributions specified in the funding plan; and

WHEREAS, the DISTRICT Board of Directors and the General Manager have reviewed and support the application submitted, and

WHEREAS, the DISTRICT will work with the Bureau of Reclamation to meet established guidelines for entering into a cooperative agreement.

NOW BE IT THEREFORE, BE IT RESOLVED that the Board of Directors of the DISTRICT, hereby supports the application submitted and authorizes the General Manager to execute any and all documents associated with this grant process.

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of the Rubidoux Community Services District, held on the 19th of September 2024, by the following vote:

AYES:

AWAY:

NOES:

ABSENT:

ABSTENTIONS:

John Skerbelis, President
Rubidoux Community Services District

(Seal)

ATTEST:

Brian R. Laddusaw
General Manager

APPROVED AS TO FORM AND CONTENT:

John R. Harper
District Counsel

6. **CORRESPONDENCE AND RELATED INFORMATION**

7. **REPORTS**

A. Operations Report (Second Meeting Each Month)

Water and Wastewater Production Comparison

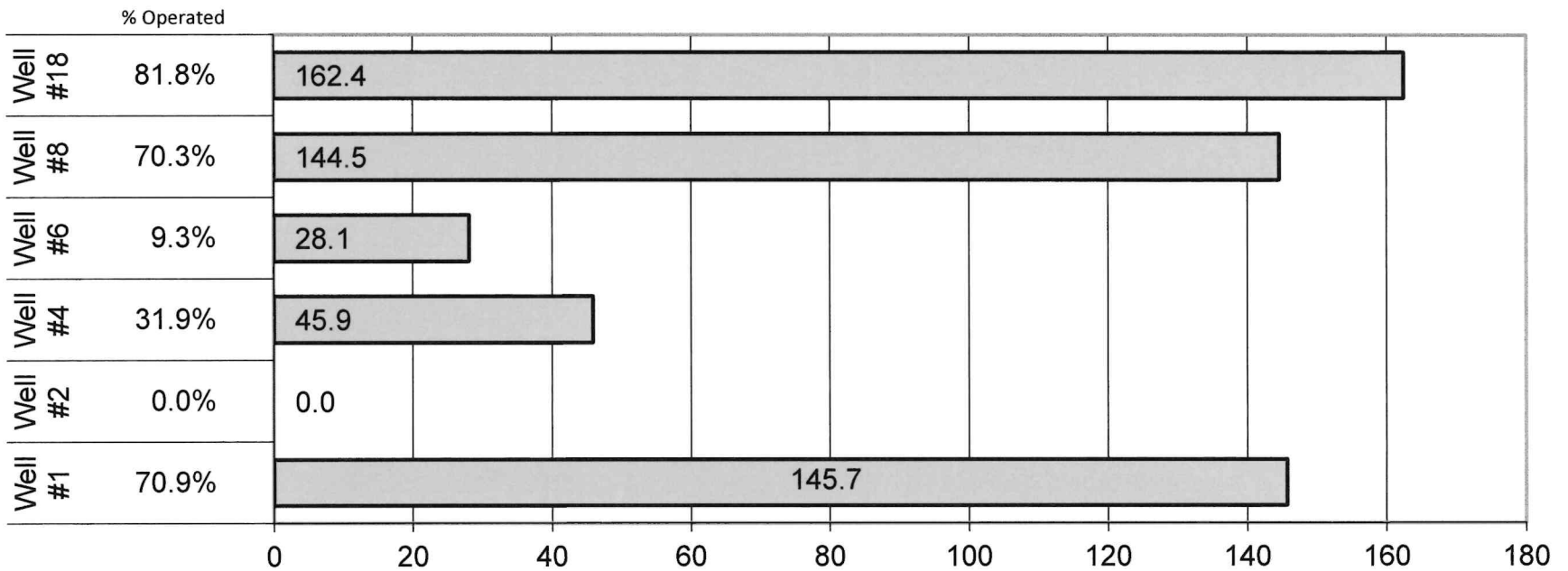
Date	TOTAL WELL PRODUCTION in Million Gallons					Consumption to	WASTEWATER
	Purchased	Potable Wells	Potable Total	Non-Potable Wells	Total	JURUPA C.S.D. (Million Gallons)	FLOW TO RIVERSIDE (Million Gallons)
8/1/2024	0.00	5.92	5.92	0.00	5.92	0.00	1.78
8/2/2024	0.00	5.13	5.13	0.00	5.14	0.00	1.68
8/3/2024	0.00	5.36	5.36	0.00	5.36	0.00	1.75
8/4/2024	0.00	4.50	4.50	0.00	4.51	0.00	1.84
8/5/2024	0.00	5.72	5.72	0.00	5.73	0.00	1.76
8/6/2024	0.00	5.01	5.01	0.01	5.02	0.00	1.82
8/7/2024	0.00	5.22	5.22	0.01	5.23	0.00	1.87
8/8/2024	0.00	6.12	6.12	0.01	6.13	0.00	1.82
8/9/2024	0.00	6.55	6.55	0.00	6.56	0.00	1.82
8/10/2024	0.00	6.39	6.39	0.00	6.40	0.00	1.80
8/11/2024	0.00	5.97	5.97	0.01	5.98	0.00	1.85
8/12/2024	0.00	6.01	6.01	0.01	6.02	0.00	1.87
8/13/2024	0.00	5.84	5.84	0.01	5.84	0.00	1.89
8/14/2024	0.00	4.75	4.75	0.01	4.76	0.00	1.85
8/15/2024	0.00	6.11	6.11	0.01	6.12	0.00	1.77
8/16/2024	0.00	5.15	5.15	0.01	5.15	0.00	1.78
8/17/2024	0.00	4.86	4.86	0.01	4.87	0.00	1.85
8/18/2024	0.00	5.73	5.73	0.01	5.74	0.00	1.87
8/19/2024	0.00	4.01	4.01	0.01	4.02	0.00	1.79
8/20/2024	0.00	4.28	4.28	0.01	4.29	0.00	1.85
8/21/2024	0.00	4.06	4.06	0.01	4.06	0.00	1.83
8/22/2024	0.00	6.06	6.06	0.01	6.06	0.00	1.83
8/23/2024	0.00	5.31	5.31	0.01	5.32	0.00	1.78
8/24/2024	0.00	6.68	6.68	0.00	6.68	0.00	1.78
8/25/2024	0.00	6.59	6.59	0.01	6.60	0.00	1.78
8/26/2024	0.00	5.52	5.52	0.01	5.53	0.00	1.85
8/27/2024	0.00	6.13	6.13	0.02	6.14	0.00	1.86
8/28/2024	0.00	5.29	5.29	0.01	5.30	0.00	1.82
8/29/2024	0.00	5.78	5.78	0.01	5.79	0.00	1.80
8/30/2024	0.00	5.62	5.62	0.01	5.63	0.00	1.73
8/31/2024	0.00	5.29	5.29	0.01	5.29	0.00	1.80
MINIMUM	0.00	4.01	4.01	0.00	4.02	0.00	1.68
AVERAGE	0.00	5.51	5.51	0.01	5.52	0.00	1.81
MAXIMUM	0.00	6.68	6.68	0.02	6.68	0.00	1.89
TOTAL	0.00	170.96	170.96	0.21	171.17	0.00	56.15

RUBIDOUX COMMUNITY SERVICES DISTRICT
MONTHLY WELL PRODUCTION
(Million Gallons)

DATE	POTABLE WATER							NONPOTABLE WATER					TOTALS		TOTAL PROD. (MG)
	JURUPA	GAC Plt	Nitrate Removal Plt		Thompson WTF			28th ST.	DALY	CLEMENT	46th ST.	Mission Wells	POTABLE	NON POTABLE	
	TIE-IN (MG)	TROYER Well #2 (MG)	FLEETWOOD Well #4 (MG)	SKOTTY Well #6 (MG)	Well #1A (MG)	GOULD Well #8A (MG)	Well #18 (MG)								
8/1/2024	0.00	0.00	0.73	0.44	1.29	1.67	1.79	0.00	0.00	0.00	0.00	0.00	5.92	0.00	5.92
8/2/2024	0.00	0.00	0.39	0.24	1.69	1.52	1.30	0.00	0.00	0.00	0.00	0.00	5.13	0.00	5.14
8/3/2024	0.00	0.00	0.29	0.17	1.63	1.42	1.85	0.00	0.00	0.00	0.00	0.00	5.36	0.00	5.36
8/4/2024	0.00	0.00	0.09	0.06	1.10	1.31	1.95	0.00	0.00	0.00	0.00	0.00	4.50	0.00	4.51
8/5/2024	0.00	0.00	0.78	0.48	1.67	1.40	1.40	0.00	0.00	0.00	0.00	0.00	5.72	0.00	5.73
8/6/2024	0.00	0.00	0.45	0.27	1.44	1.47	1.39	0.00	0.00	0.00	0.00	0.01	5.01	0.01	5.02
8/7/2024	0.00	0.00	0.00	0.35	1.30	1.72	1.86	0.00	0.00	0.00	0.00	0.01	5.22	0.01	5.23
Subtotal	0.00	0.00	2.72	2.01	10.12	10.50	11.53	0.00	0.00	0.00	0.00	0.02	36.88	0.02	36.90
8/8/2024	0.00	0.00	0.58	0.35	1.80	1.77	1.63	0.00	0.00	0.00	0.00	0.01	6.12	0.01	6.13
8/9/2024	0.00	0.00	0.87	0.54	1.21	1.73	2.20	0.00	0.00	0.00	0.00	0.00	6.55	0.00	6.56
8/10/2024	0.00	0.00	0.57	0.35	1.99	1.60	1.88	0.00	0.00	0.00	0.00	0.00	6.39	0.00	6.40
8/11/2024	0.00	0.00	0.62	0.38	1.10	2.12	1.74	0.00	0.00	0.00	0.00	0.01	5.97	0.01	5.98
8/12/2024	0.00	0.00	0.92	0.57	0.80	2.13	1.60	0.00	0.00	0.00	0.00	0.01	6.01	0.01	6.02
8/13/2024	0.00	0.00	0.90	0.55	0.50	2.18	1.72	0.00	0.00	0.00	0.00	0.01	5.84	0.01	5.84
8/14/2024	0.00	0.00	0.90	0.54	1.02	0.43	1.86	0.00	0.00	0.00	0.00	0.01	4.75	0.01	4.76
Subtotal	0.00	0.00	5.35	3.28	8.41	11.96	12.63	0.00	0.00	0.00	0.00	0.05	41.63	0.05	41.68
8/15/2024	0.00	0.00	1.18	0.57	1.30	1.40	1.67	0.00	0.00	0.00	0.00	0.01	6.11	0.01	6.12
8/16/2024	0.00	0.00	0.31	0.22	1.52	1.43	1.67	0.00	0.00	0.00	0.00	0.01	5.15	0.01	5.15
8/17/2024	0.00	0.00	0.44	0.27	0.69	1.65	1.80	0.00	0.00	0.00	0.00	0.01	4.86	0.01	4.87
8/18/2024	0.00	0.00	0.34	0.21	1.56	1.32	2.30	0.00	0.00	0.00	0.00	0.01	5.73	0.01	5.74
8/19/2024	0.00	0.00	0.28	0.17	0.70	1.39	1.47	0.00	0.00	0.00	0.00	0.01	4.01	0.01	4.02
8/20/2024	0.00	0.00	0.47	0.29	1.19	1.50	0.83	0.00	0.00	0.00	0.00	0.01	4.28	0.01	4.29
8/21/2024	0.00	0.00	0.50	0.23	1.17	1.40	0.77	0.00	0.00	0.00	0.00	0.01	4.06	0.01	4.06
Subtotal	0.00	0.00	3.52	1.96	8.12	10.09	10.51	0.00	0.00	0.00	0.00	0.05	34.19	0.05	34.24
8/22/2024	0.00	0.00	0.38	0.31	1.36	1.64	2.36	0.00	0.00	0.00	0.00	0.01	6.06	0.01	6.06
8/23/2024	0.00	0.00	0.26	0.16	2.08	1.11	1.70	0.00	0.00	0.00	0.00	0.01	5.31	0.01	5.32
8/24/2024	0.00	0.00	0.32	0.20	2.02	1.42	2.73	0.00	0.00	0.00	0.00	0.00	6.68	0.00	6.68
8/25/2024	0.00	0.00	0.42	0.23	2.69	1.61	1.64	0.00	0.00	0.00	0.00	0.01	6.59	0.01	6.60
8/26/2024	0.00	0.00	0.45	0.28	1.53	1.25	2.01	0.00	0.00	0.00	0.00	0.01	5.52	0.01	5.53
8/27/2024	0.00	0.00	0.33	0.20	2.35	1.62	1.64	0.00	0.00	0.00	0.00	0.02	6.13	0.02	6.14
8/28/2024	0.00	0.00	0.07	0.19	2.04	1.29	1.71	0.00	0.00	0.00	0.00	0.01	5.29	0.01	5.30
8/29/2024	0.00	0.00	0.08	0.05	2.56	1.39	1.71	0.00	0.00	0.00	0.00	0.01	5.78	0.01	5.79
8/30/2024	0.00	0.00	0.43	0.26	2.17	1.69	1.07	0.00	0.00	0.00	0.00	0.01	5.62	0.01	5.63
8/31/2024	0.00	0.00	0.00	0.02	2.04	1.52	1.70	0.00	0.00	0.00	0.00	0.01	5.29	0.01	5.29
Subtotal	0.00	0.00	2.75	1.90	20.82	14.54	18.26	0.00	0.00	0.00	0.00	0.08	58.26	0.08	58.35
TOTAL	0.000	0.000	14.340	9.144	47.466	47.095	52.917	0.000	0.000	0.000	0.000	0.207	170.962	0.207	171.169

TOTAL WATER PRODUCED w/ % Operated

August 2024

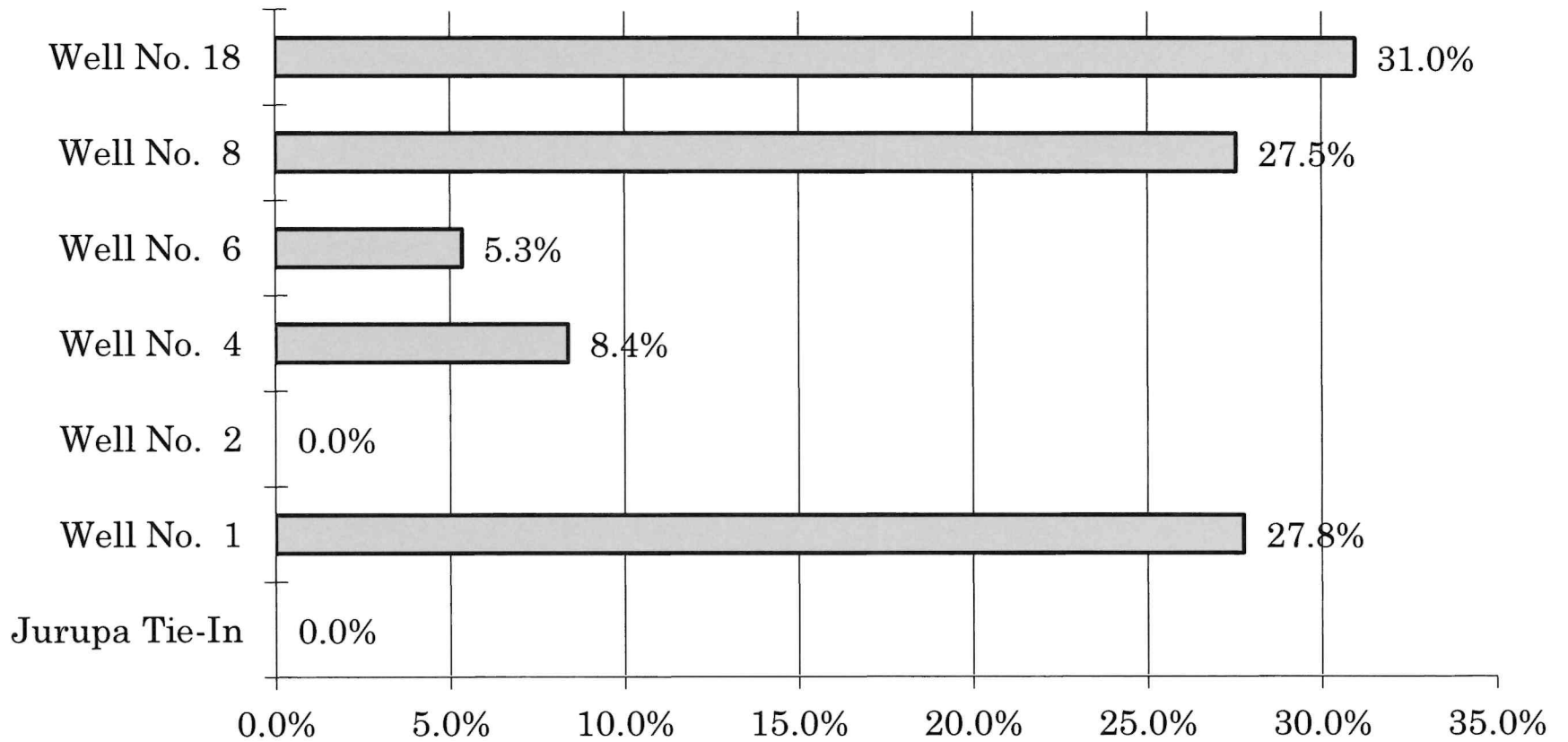


Max Production **1171.4 AF**
 Monthly Production **579.3 AF**
 Reserve Production **592.1 AF**

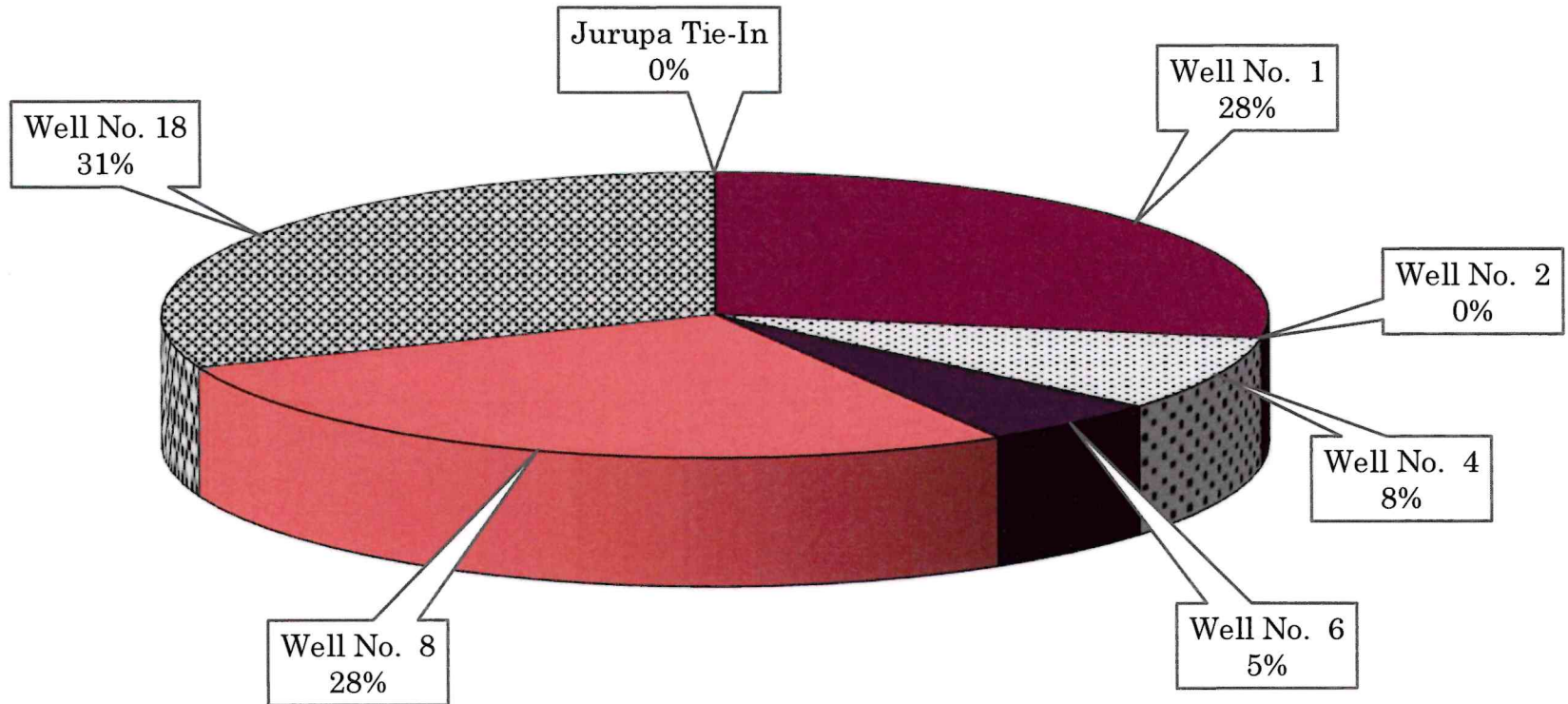
ACRE FEET

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

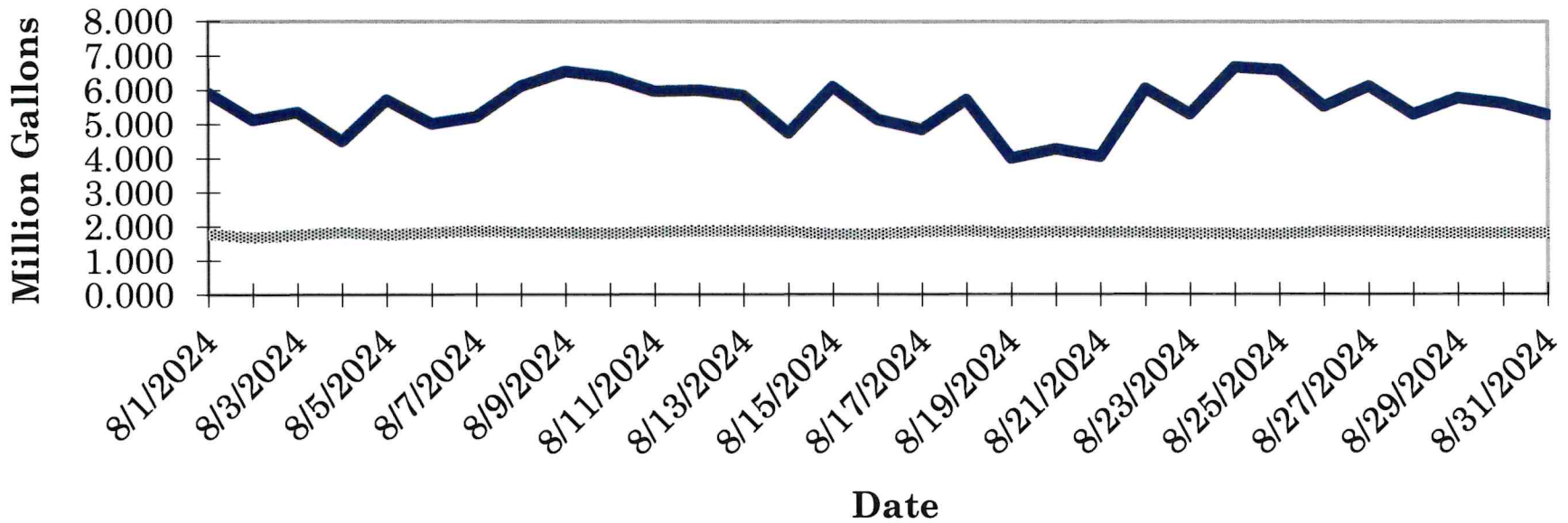
Source Potable Production Comparison August 2024



Source Potable Production Comparison August 2024

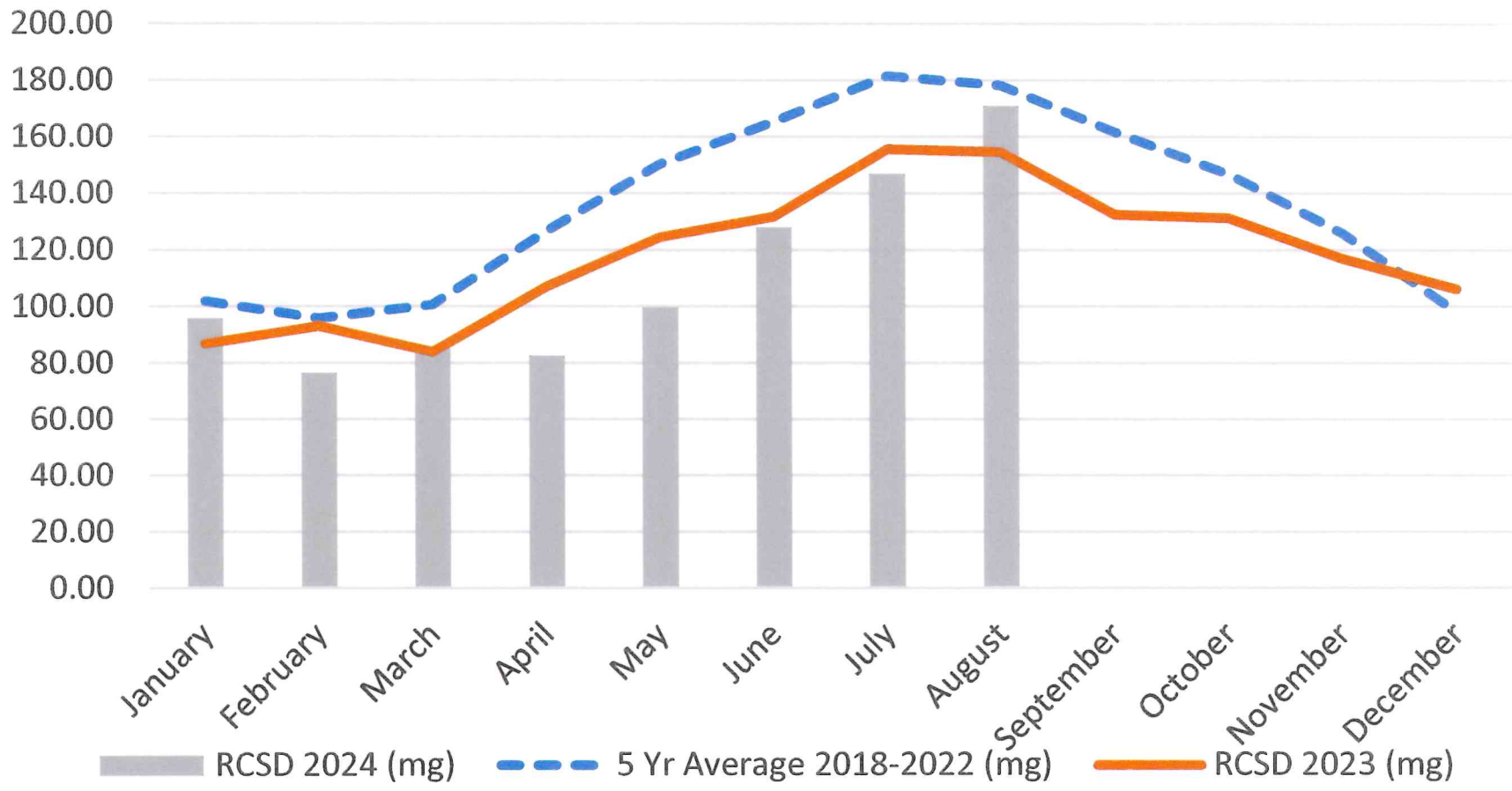


Potable Water & Wastewater Comparison August 2024



— Potable Water Prod. Wastewater Prod

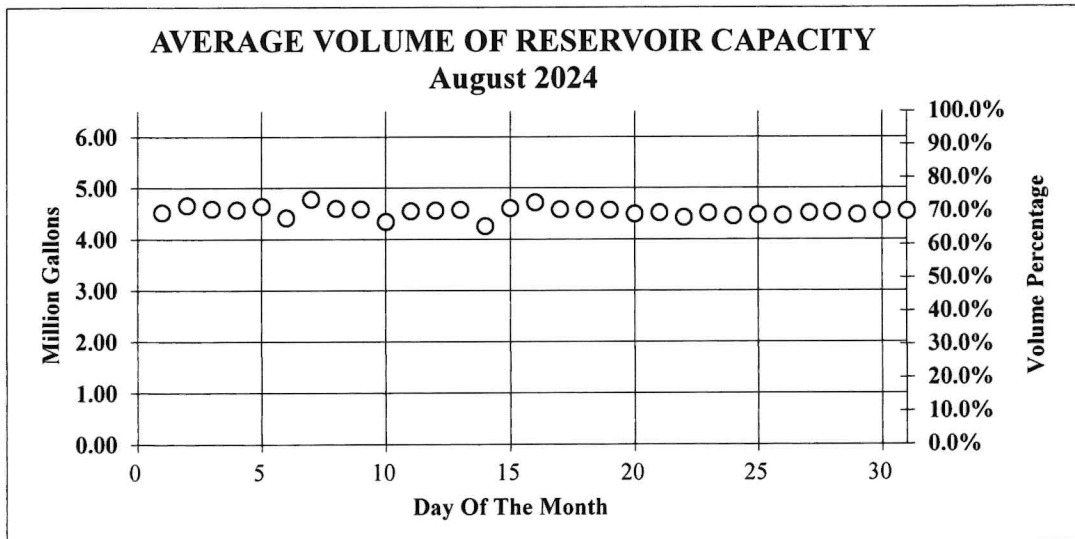
Potable Water Production Year 2024



RUBIDOUX COMMUNITY SERVICES DISTRICT

Reservoir Capacity Report

CAPACITY	ATKINSON SYSTEM		HUNTER SYSTEM		WATER AVAILABLE (Gallons)*	PERCENTAGE OF TOTAL CAPACITY
	2,000,000	3,000,000	425,000	1,000,000		
DATE	ATKINSON	WATSON	HUNTER I	PERRONE		
8/1/2024	72.7	67.8	72.8	72.6	4,522,487	70.4%
8/2/2024	75.7	70.5	72.6	72.4	4,660,441	72.5%
8/3/2024	74.1	68.5	74.0	73.6	4,588,077	71.4%
8/4/2024	74.5	68.1	73.1	72.8	4,572,383	71.2%
8/5/2024	76.2	69.2	73.3	73.0	4,641,438	72.2%
8/6/2024	70.9	65.3	73.1	73.0	4,416,824	68.7%
8/7/2024	78.5	72.2	73.5	73.1	4,778,074	74.4%
8/8/2024	74.7	68.7	73.6	73.1	4,598,606	71.6%
8/9/2024	74.0	68.6	73.8	73.5	4,587,318	71.4%
8/10/2024	69.0	63.6	74.2	73.7	4,341,265	67.6%
8/11/2024	73.7	67.8	73.0	72.4	4,544,287	70.7%
8/12/2024	74.3	68.3	72.1	71.6	4,557,152	70.9%
8/13/2024	73.4	69.0	72.8	72.4	4,572,208	71.2%
8/14/2024	65.9	63.2	73.1	72.8	4,251,013	66.2%
8/15/2024	73.7	69.5	73.7	73.2	4,603,168	71.6%
8/16/2024	74.5	72.6	73.3	73.6	4,714,486	73.4%
8/17/2024	72.5	69.4	73.5	73.3	4,578,602	71.3%
8/18/2024	73.4	68.7	73.0	73.0	4,569,077	71.1%
8/19/2024	73.1	68.9	73.1	72.4	4,562,947	71.0%
8/20/2024	71.8	67.1	73.8	73.2	4,493,668	69.9%
8/21/2024	72.5	67.6	72.6	72.7	4,513,665	70.3%
8/22/2024	70.6	65.6	73.1	73.0	4,419,730	68.8%
8/23/2024	72.1	67.3	73.4	73.5	4,510,559	70.2%
8/24/2024	71.0	65.9	73.9	73.4	4,447,313	69.2%
8/25/2024	70.5	67.3	73.1	73.0	4,469,955	69.6%
8/26/2024	70.1	67.4	73.1	72.6	4,461,307	69.4%
8/27/2024	72.3	67.6	73.0	72.9	4,512,017	70.2%
8/28/2024	72.7	67.1	73.8	74.2	4,521,260	70.4%
8/29/2024	71.7	66.2	73.7	74.2	4,473,323	69.6%
8/30/2024	73.3	67.6	73.6	74.1	4,546,777	70.8%
8/31/2024	72.8	67.3	74.6	74.7	4,540,996	70.7%



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

7. **REPORTS** (continued)

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



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



Monthly Activity Report

AUGUST 2024

<i>Activity</i>	<i>Total</i>
Total Number of Plan Reviews Completed	0
Plan Review Turnaround Time <i>(Goal is 15 Days)</i>	0
Total Number of Construction Inspections Conducted	0
Inspection Turnaround Time <i>(Goal is within 3 Days of Contact)</i>	0
Total Number of Annual Fire Inspections Conducted <i>(Including Reinspections)</i>	7
Number of Weed Abatement Inspections Performed	0
Planning & Development Meetings Attended	0
Planning & Development Cases Reviewed	0
Special Event Meetings	0
Special Event Inspections	4
Complaints	0
850 Inspections	0
School Inspections	0

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics



Bill Weiser

Fire Chief

9/4/2024

Report Provided By: Riverside County Fire Department

Communications and Technology Division

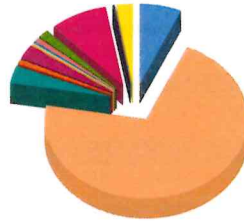
GIS Section

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

Incidents Reported for the month of August2024 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)
*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Response Activity

Incidents Reported for the month of August 2024 and Special District Rubidoux CSD And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)



False Alarm	19	6.7%
Medical	203	71.2%
Other Fire	10	3.5%
Other Misc	2	0.7%
Public Service Assist	8	2.8%
Res Fire	1	0.4%
Rescue	1	0.4%
Ringing Alarm	2	0.7%
Standby	5	1.8%
Traffic Collision	26	9.1%
Vehicle Fire	1	0.4%
Wildland Fire	7	2.5%
Total:	285	100.0%

False Alarm	19
Medical	203
Other Fire	10
Other Misc	2
Public Service Assist	8
Res Fire	1
Rescue	1
Ringing Alarm	2
Standby	5
Traffic Collision	26
Vehicle Fire	1
Wildland Fire	7
Incident Total:	285

Average Enroute to Onscene Time*

Enroute Time = When a unit has been acknowledged as responding. Onscene Time = When a unit has been acknowledged 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
196	55	25	5	4.8	68.8%

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

Incidents by Jurisdiction

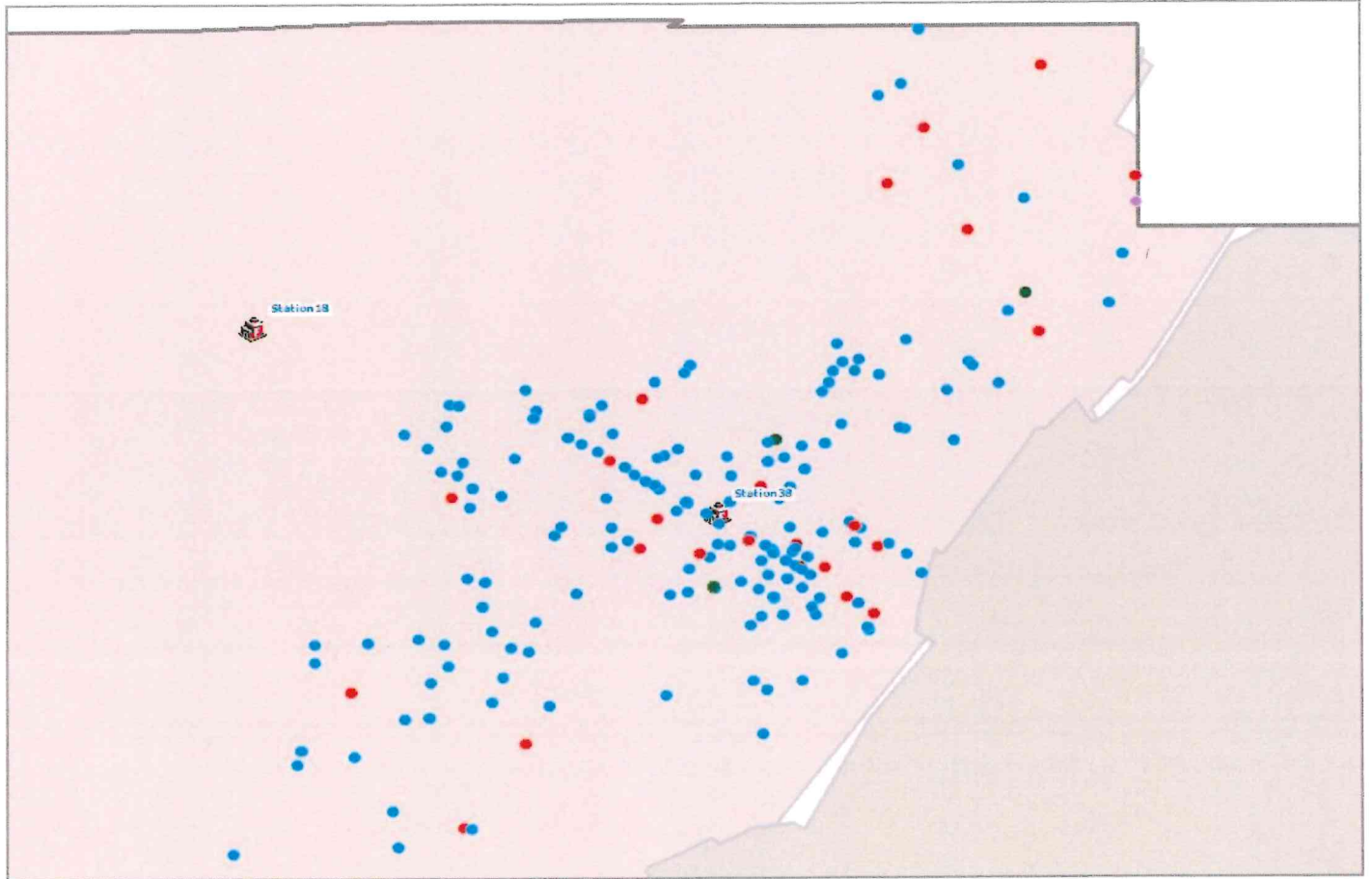
	False Alarm	Medical	Other Fire	Other Misc	Public Service	Res Fire	Rescue	Ringing Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
City of Jurupa Valley	19	203	10	2	8	1	1	2	5	26	1	7	286
Grand Total	19	203	10	2	8	1	1	2	5	26	1	7	286

*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	19	19
Medical	203	203
Other Fire	10	10
Other Misc	2	2
Public Service Assist	8	8
Res Fire	1	1
Rescue	1	1
Ringin Alarm	2	2
Standby	5	5
Traffic Collision	26	26
Vehicle Fire	1	1
Wildland Fire	7	7
Total	288	288

MONTH = 8 and YEAR = 2024 and SPECIAL = 'Rubidoux CSD'



Legend

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



Riverside County Fire GIS

Last Updated 9/4/2024 2:1

*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.

7. **REPORTS** (continued)

C. General Manager and Staff Reports / Updates

7. **REPORTS** (continued)

D. Committee Reports

8. ACTION / DISCUSSION ITEMS

- A. **DM 2024-73**: Consider Professional Services Contract to Prepare Bid Specifications for the Advanced Metering Infrastructure (AMI) Projects

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 2024-73

September 19, 2024

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Professional Services Contract to Prepare Bid Specifications for the Advanced Metering Infrastructure (AMI) Project

BACKGROUND:

In 2023, the District was awarded a Water and Energy Efficiency Grant (“Grant”) from the United States Bureau of Reclamation (“USBR”) to convert existing District meters to AMI meters. This Grant is in the amount of \$1,500,000 and these funds need to be utilized by the end of 2026 to replace the meters covered in the Grant. The Grant requires a 50% cost share; thus, the District will need to accumulate a project cost of \$3,000,000 to utilize all \$1,500,000 of the Grant funds. The Grant will only pay for approximately 5,000 of the District’s approximate 7,000 meters. This is Phase 1 of the overall meter replacement program. The District intends to apply for another USBR grant, referred to as Phase 2, for the balance of the meters in November 2024 with the assistance of Albert A. Webb & Associates (“Webb”). The grant application for Phase 2 is substantially complete and awaiting final review by District staff. Further, in April 2024 via Directors Memorandum (“DM”) 2024-30, Krieger and Stewart Engineers (“K&S”) assisted the District in amending its Design and Construction Manual by including AMI meter specifications.

Since that time the District adopted a Procurement Policy (“Policy”) as Ordinance No. 2024-138 with an effective date of August 18, 2024, under DM 2024-61. This Policy is necessary to meet the terms of the grant guidelines and, amongst other things, requires the District to get 3 informal competitive proposals for projects which cost more than \$10,000 unless extenuating circumstances exist. For this project both of the District’s primary engineering consultants have worked on this project and are familiar with the details of the project. No other consultants are familiar with the intricacies of the AMI project. For this reason, staff deemed only two proposals would suffice in accordance with Section 1040.19 of the Policy. This reasoning and determination will be documented in the project file.

Staff received a proposal from Webb in the amount of \$58,398 plus an optional amount of \$7,069 for a board presentation with a completion date of February 2025. The total amount is \$65,467.

The second proposal from K&S is in the amount of \$29,100 plus an optional amount of \$2,047 for a board presentation with a completion date of December 2024. The total amount is \$31,150 (rounded).

Both proposals were based on the same scope. K&S had the better proposal not only based upon price but also on completion time.


BUDGET CONSIDERATIONS:

The District has budgeted \$1,500,000 for the AMI project in line 12 of the Water Capital Improvement Project Budget for Fiscal Year 2024|2025 and has adequate funds available for this work. Staff recommends utilizing \$35,000 of this budgeted money for this effort to provide for a contingency of \$3,850 which is approximately 10% of the proposal amount for unforeseen circumstances in preparation of the bid package.

RECOMMENDATION:

Staff recommends the Board of Directors authorize the General Manager, or his designee, to issue a task order to Krieger and Stewart Engineers in the amount of \$31,150 to prepare bid specifications for the procurement and installation of the Advanced Metering Infrastructure Project.

Respectfully,


BRIAN R. LADDUSAW
General Manager

Attach:

1. Webb Proposal
2. K&S Proposal
3. DM 2024-30
4. DM 2024-61
5. Procurement Policy Section 1040.19
6. Fiscal Year 2024|2025 Water Capital Improvement Budget



Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

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

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

September 12, 2024

Sent Via Email to TBeckwith@rcsd.org

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

RE: Proposal for Engineering Design of AMI Meter Project

Dear Mr. Beckwith:

Pursuant to the District's request, we are providing this proposal to develop specifications for the AMI Meter project.

PROJECT UNDERSTANDING

It is our understanding that the District requires a specification for the first phase of the proposed AMI Meter project. This first phase only covers a portion of the District's service area due to budgetary constraints. The proposed project will include using the existing AMI Meter technical specification for the Neptune Mach 1 meter and preparing a technical specification for the AMI Meter backbone infrastructure to read the meters automatically and then creating the entire set of contract documents suitable for bidding. The District will advertise the project for public bidding via the PlanetBids web site.

The backbone infrastructure typically consists of collector and repeater stations to receive the meter signals from each meter. The backbone system will be distributed around the District and the area targeted for meter replacement. Coordination will be required with the vendor, Ferguson/Neptune, to understand all of the requirements of the system and to ensure the appropriate coverage to collect all newly installed meters. The system will need to be expandable as all of the meter replacements will not be completed with this phase of work.

SCOPE OF WORK

Task 1. Kick off Meeting and Project Management

WEBB will conduct a kickoff meeting with District to confirm the project details, present the project management plan and schedule, and establish lines of communication for the project. WEBB will prepare the agenda and meeting minutes.

As part of this task, WEBB will provide project management and coordination on the project, providing monthly updates of the progress to the District, and coordination between various entities such as Ferguson/Neptune.



Task 2. Coordination of Grant Funding Requirements

WEBB will coordinate with RCSD and USBR to ensure all grant requirements are included in the contract documents. Our approach is to include the grant requirements in total as an appendix and identify specific items that the contractor must comply with and/or provide documentation for in the Special Requirements section.

Task 3. Preparation of AMI Technical Specification and Figures

WEBB will prepare technical specifications for the AMI backbone infrastructure system required. The work will include coordination with the meter supplier, Ferguson/Neptune. Three coordination meetings are anticipated, one in person and two virtual to ensure all of the issues are adequately addressed. WEBB will prepare figures showing the locations of the repeater/collector installations, the meter installations and any other associated equipment. It is assumed that the existing technical specification for the Neptune Mach 1 meter will be used as the basis for meters themselves.

Task 4. Preparation of Draft Contract Documents

WEBB will prepare a draft of the proposed contract documents for District review. WEBB will use the District's most current front-end bidding documents and supplement the District's existing technical specifications as required. WEBB considers this a 90% submittal.

WEBB will coordinate reviews with other stakeholders including Ferguson/Neptune.

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

Permitting Support: It is not known if encroachment permits will be necessary for any of the proposed equipment. Assuming that at least one encroachment permit might be necessary, WEBB will coordinate with District staff on permitting and provide all project documentation needed for permit submittals including permit applications. Permit or agency review anticipated for this project is with the City of Jurupa Valley. Other permits may be identified during the course of the project. WEBB anticipates meeting with the City of Jurupa Valley regarding the conceptual design. Webb will continue to coordinate with both the District and the City throughout permit approval.

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

Task 5. Workshop with District Staff

WEBB will hold a workshop with District staff to review the contract documents and receive any comments. The workshop will be virtual.

Task 6. Preparation of Final Contract Documents

WEBB will prepare final contract documents based on feedback from the District and review comments from other stakeholders.

Task 7. Bid Phase Support Services

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

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

Task 8. Board Presentation (Optional)

This task is to prepare a board presentation regarding the project. It is anticipated that this presentation would occur at the time of award of the construction contract for the AMI Meters and Infrastructure. This is an optional task.

Deliverables

- Draft Contract Documents and cost estimate for District review.
- Final contract documents for bidding purposes.
- Addenda as required.

Additional Services

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

PROJECT TEAM

The WEBB primary project team members are as follows:

Project Manager:	Siming Zhang, PE
Project Engineer:	Sinnaro Yos, PE
QA/QC:	Joseph Caldwell, PE
Grant Coordination	Autumn DeWoody

Mr. Ted Beckwith, P.E.
Director of Engineering
Rubidoux Community Services District
September 12, 2024
Page 4 of 5

Project Coordinator
Drafting
Principal in Charge

Kaitlyn Berry
Taevin Scatliffe
Jeff Hart, PE

PROJECT SCHEDULE

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

<u>Task</u>	<u>Completion Date</u>
Kick Off Meeting	Oct 1, 2024
Draft Technical Specifications	Dec 1, 2024
Draft Contract Documents	Jan 3, 2025
Workshop	Jan 16, 2025
Final Contract Documents	Feb 16, 2025

PROJECT FEE/FEE SUMMARY

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

<u>TASK</u>	<u>TOTAL ESTIMATED SERVICES BUDGET</u>
I. Kick off meeting and Project Management	\$ 6,255
II. Coordination of Grant Funding Requirements.....	\$ 8,495
III. Preparation of AMI Technical Specifications.....	\$ 15,847
IV. Preparation of Draft Contract Documents	\$ 14,258
V. Workshop with District Staff	\$ 4,454
VI. Final Contract Documents	\$ 5,318
VII. Bid Phase Support Services	\$ 3,771
Total Fee For Services =	<u>\$ 58,398</u>
VIII. Board Presentation (Optional)	\$ 7,069

With the optional task, the budget is \$65,467. Unforeseen additional work activities may arise as the project progresses. As such, the District may wish to allocate an additional 10-15 percent of the total services budget for allocation purposes only. A detailed man-hour breakdown of the services budget is included.

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

Sincerely,
ALBERT A. WEBB ASSOCIATES



Bradley Sackett, P.E.
Senior Engineer



AMI Meter Specifications & Support Rubidoux Community Services District

Item	Description	Jeff T. Hart, Principal II	Siming Zhang, Principal III	Simmaro Yos, Senior III	Joseph C. Caldwell, Principal II	Autumn DeWoody, Associate II	Kaitlyn Berry, Project Coordinator	Taevin Scatliffe, Associate I	Total Hours	Subtotal - Labor	Expenses	Total/task ¹
	Billout Rate	\$ 312	\$ 312	\$ 280	\$ 312	\$ 229	\$ 141	\$ 217				
Task 1 - Kick off Meeting and PM		3	10	2		1	10		26	\$ 6,255	\$ -	\$ 6,255
1.1	Kick off Meeting	1	2	2		1	2		8	\$ 2,007		\$ 2,007
1.2	Project Management	2	8				8		18	\$ 4,248		\$ 4,248
Task 2 - Grant Funding Coordination			4	14		10	7		35	\$ 8,445	\$ 50	\$ 8,495
2.1	Meetings		3	6		6	3		18	\$ 4,413	\$ 50	\$ 4,463
2.2	Special Provisions		1	8		4	4		17	\$ 4,032		\$ 4,032
Task 3 - Preparation of AMI Technical Specification			5	28		6	11	16	66	\$ 15,797	\$ 50	\$ 15,847
3.1	Meetings with Ferguson/Neptune (3)		3	8			3		14	\$ 3,599	\$ 50	\$ 3,649
3.2	Prepare Specification		2	16		4	8		30	\$ 7,148		\$ 7,148
3.3	Prepare Figures and Exhibits			4		2		16	22	\$ 5,050		\$ 5,050
Task 4 - Preparation Contract Documents			10	20	8	4	12	2	56	\$ 14,258	\$ -	\$ 14,258
4.1	Draft Specifications		2	12		4	8		26	\$ 6,028		\$ 6,028
4.2	Cost Estimates			4				2	6	\$ 1,554		\$ 1,554
4.3	Permits		4	4			4		12	\$ 2,932		\$ 2,932
4.4	QA/QC		4		8				12	\$ 3,744		\$ 3,744
Task 5 - Workshop with District Staff		1	4	7		1	5		18	\$ 4,454	\$ -	\$ 4,454
5.1	Workshop Preparation		2	4			2		8	\$ 2,026		\$ 2,026
5.2	Workshop	1	1	1		1	1		5	\$ 1,274		\$ 1,274
5.3	Minutes and Follow up		1	2			2		5	\$ 1,154		\$ 1,154
Task 6 - Final Contract Documents			2	8		2	8	4	24	\$ 5,318	\$ -	\$ 5,318
6.1	Final Specifications		2	8		2	8	4	24	\$ 5,318		\$ 5,318
Task 7 - Bid Phase Support Services			2	6		2	1	4	15	\$ 3,771	\$ -	\$ 3,771
7.1	Attend Pre-Bid Meeting			2			1		3	\$ 701		\$ 701
7.2	Prepare Addenda		2	4		2		4	12	\$ 3,070		\$ 3,070



AMI Meter Specifications & Support Rubidoux Community Services District

Item	Description	Jeff T. Hart, Principal II	Siming Zhang, Principal II	Sinnaro Yos, Senior III	Joseph C. Caldwell, Principal II	Autumn DeWoody, Associate II	Kaitlyn Berry, Project Coordinator	Taevin Scatliffe, Associate I	Total Hours	Subtotal - Labor	Expenses	Total/task ¹
Task 8 - Board Presentation (Optional)		5	1	9		5	4	4	28	\$ 6,969	\$ 100	\$ 7,069
8.1	Prepare Presentation	2	1	6		2	4	4	19	\$ 4,506		\$ 4,506
8.2	Attend Board Meeting	3		3		3			9	\$ 2,463	\$ 100	\$ 2,563
Total		9	38	94	8	31	58	30	268	\$ 65,267	\$ 200	\$ 65,467

1. Rounded to the nearest \$1.



August 1, 2024

587-19.68

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

Via Email to tbeckwith@rcsd.org

Subject: Engineering Services Proposal for
 Automated Metering Infrastructure and Meter Replacement Project

Dear Mr. Beckwith:

Krieger & Stewart, Incorporated appreciates the opportunity to submit our engineering services proposal for the Automated Metering Infrastructure and Meter Replacement Project. We understand that the District requires services for preparation of Contract Documents (Specifications) and bid phase support for the Automated Metering Infrastructure (AMI) and Meter Replacement Project.

The District has secured funding from the United States Bureau of Reclamation (USBR) for this project and as such, we have included coordination of the grant funding requirements into the bidding documents within our scope of services.

Based on services we have provided to RCSD for previous projects and those requested by RCSD for this project, we have prepared the following scope of services, fee estimate, and schedule for your consideration.

A. SCOPE OF SERVICES

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

- Task 1 – Kickoff Meeting
- Task 2 – Coordination of Grant Funding Requirements
- Task 3 – Preparation of AMI Technical Specification and Figures
- Task 4 – Preparation of Draft Contract Documents
- Task 5 – Workshop with District Staff
- Task 6 – Final Contract Documents
- Task 7 – Bid Phase Support Services
- Task 8 – Board Presentation (Optional)



Ted Beckwith
August 1, 2024
Page 2

Our proposed services for each task are described as follows:

Task 1 - Kickoff Meeting

We will attend a kickoff meeting with District staff to review the project in detail before Krieger & Stewart begins preparation of Contract Documents. We will request that the District furnish us with all applicable materials at this meeting, particularly USBR funding requirements, USBR point of contact, list of meters to be replaced, locations of AMI installations (including antennas, power sources, installation requirements, etc.), and detailed meter configurations with meter lid requirements.

Task 2 – Coordination of Grant Funding Requirements

We will review the USBR Grant Funding requirements and incorporate same within the Contract Documents and Special Conditions for the Project. We will also coordinate with the District's point of contact at USBR for questions that arise during the project and will and discuss funding requirements with District staff.

Task 3- Preparation of AMI Technical Specification and Figures

We will prepare a technical specification for the installation of the AMI which will be compatible with the District's standard meter: Neptune Mach 10 R900i.

We will prepare exhibits using aerial imagery or Record Drawings to identify proposed locations for AMI installation, limits to installation, and items of note. For our proposal, we estimated preparation of up to five (5) exhibits.

Task 4 – Preparation of Draft Contract Documents

The Draft Contract Documents will be prepared using Krieger & Stewart's latest standard format. The Contract Documents will include Krieger & Stewart's front-end documents with District modifications (e.g. Notice Inviting Bids, Bid Forms, Contract, and General Conditions), Special Conditions, Technical Conditions, and Appendices which will include list of meters to be replaced, two (2) figures with pertinent details for the meters, and AMI exhibits prepared in Task 4.

Once the Draft Contract Documents are complete, we will submit an electronic copy (pdf files) to District for review and comment.

Task 5 – Workshop with District Staff

After submitting the Draft Contract Documents to the District for review and comment, we will facilitate a workshop with District staff to review comments and address any outstanding items within the Contract Documents requiring District input.



Ted Beckwith
August 1, 2024
Page 3

Task 6 – Final Contract Documents

Based on comments received during Task 5, we will incorporate the District's comments and submit Final Contract Documents to District in electronic (PDF) format for District staff's signatures and posting on PlanetBids.

Task 7 - Bid Phase Support Services

Upon completion of the Final Contract Documents, we will support District staff during the bidding period by attending the pre-bid meeting, answering questions about or providing clarifications of the Contract Documents, and assisting in the preparation of two (2) addenda, all as requested by District staff.

After the bid opening, we will review selected bids for completeness, conformance with bid requirements, verify and document that Contractor is appropriately licensed, and prepare a recommendation of award.

It is our understanding that District staff will make copies of the Contract Documents available to Contractors (including posting the Notice Inviting Bids, and uploading the Contract Documents and any addenda to PlanetBids), and conduct the bid opening.

Task 8 - Board Presentation (Optional)

At District staff's option, upon completion of the final Contract Documents, we will prepare and present a PowerPoint slideshow to the District's Board of Directors to discuss the Project, USBR funding requirements, and benefits to District.

B. FEE ESTIMATE

Our estimated fee for the engineering services described above is \$29,100 (**excluding the fee for the optional board presentation of \$2,047**), as detailed in **Table 1**, attached. Our fee estimate is based on the rates specified in our **2024 Fee Schedule**, also attached. We will bill for engineering services on a monthly basis as work is completed.

Our estimated fee is subject to negotiation based on clarification or revision of the Scope of Services, and is based on the following understanding and assumptions:

1. District will provide complete list of meters to be replaced.
2. District will sign and stamp the Contract Documents.
3. Preparation of environmental related documents, including but not limited to CEQA documents, will be limited to a Notice of Exemption. Services related to preparation of an Initial Study are not included.



Ted Beckwith
August 1, 2024
Page 4

4. Construction phase engineering services are not included in our proposal, but we can provide a separate proposal at the District's request.
5. Preparation of legal descriptions and plats is not included in our proposal.
6. Preparation of a Storm Water Pollution Prevention Plan (SWPPP) is not included for this project.
7. The Contractor will obtain their own encroachment permits, letters of permission for construction on private property (when applicable), and prepare all required traffic control drawings prior to construction.
8. Review meetings with the District are as described herein. Attendance at meetings other than those listed herein will be considered additional services and billed on an hourly basis in accordance with our fee schedule.
9. Contract Documents will require review and approval by the District only (no other agency approval will be required).
10. Reports, drawings, data, and information prepared by others, which will be utilized by Krieger & Stewart in performing engineering support services, will be complete and accurate. Independent verification of same by Krieger & Stewart will not be required.
11. Geotechnical investigation will not be required.

C. PROPOSED SCHEDULE

We anticipate completing the preparation of the Contract Documents (Tasks 1 through 6) within ten (10) weeks of receiving Notice to Proceed. Our estimated completion time is based on the following schedule:

1.	Kickoff Meeting	Week 1
2.	Coordination of Grant Funding Requirements	Week 2-3
3.	Preparation of AMI Technical Specification and Figures	Weeks 4-5
4.	Preparation of Draft Contract Documents	Weeks 6-7
5.	Workshop with District Staff	Week 9
6.	Final Contract Documents	Week 10
7.	Bid Phase Support Services	Week 11-18
8.	Board Presentation (Optional)	Week 11

With respect to Krieger & Stewart's team, Brandon Valadez will serve as Technical Advisor and I will serve as Project Manager with Flora Navarro as the Project Engineer. We will be assisted by our staff to ensure completion of project tasks in accordance with the project schedule. Our team members will be



Ted Beckwith
August 1, 2024
Page 5

continuously available and responsive to District staff and management during all phases of the project. Further, Krieger & Stewart's project team is ready to commence services immediately.

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

Sincerely,

KRIEGER & STEWART, INCORPORATED

A handwritten signature in black ink, reading 'Jaclyn B. Makarzec'. The signature is written in a cursive style.

Jaclyn B. Makarzec

JBM/blt
000-161P68-Pro

Attachments: Table 1 – Estimated Fees for Design Engineering Services
2024 Fee Schedule

cc: Miguel Valdez, RCSD
Yvonne Reyes, RCSD

TABLE 1
RUBIDOUX COMMUNITY SERVICES DISTRICT
AUTOMATED METERING INFRASTRUCTURE AND METER REPLACEMENT PROJECT

ESTIMATED FEES FOR DESIGN ENGINEERING SERVICES

COMPONENT	PROJECT MANAGER ⁽¹⁾		TECHNICAL ADVISOR ⁽²⁾		DESIGN ENGINEER ⁽³⁾		CADD SERVICES ⁽⁴⁾		SUPPORT SERVICES ⁽⁵⁾		TOTAL
	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	\$
1. KICK-OFF MEETING	2	452			1	180			1	133	765
2. COORDINATION OF GRANT FUNDING REQUIREMENTS	4	904	2	502	2	360			1	133	1,899
3. PREPARATION OF AMI TECHNICAL SPECIFICATION AND FIGURES	2	452	8	2,008	16	2,880	24	4,320	4	532	10,192
4. PREPARATION OF DRAFT CONTRACT DOCUMENTS	8	1,808	4	1,004	16	2,880	8	1,440	8	1,064	8,196
5. WORKSHOP WITH DISTRICT STAFF	3	678			3	540			1	133	1,351
6. FINAL CONTRACT DOCUMENTS	4	904	2	502	8	1,440			4	532	3,378
7. BID PHASE SUPPORT SERVICES	2	452	2	502	4	720			8	1,064	2,738
8. BOARD PRESENTATION (OPTIONAL)	**** OPTIONAL TASK (SEE BELOW) ****										
SUBTOTAL:	25	5,650	18	4,518	50	9,000	32	5,760	27	3,591	28,519
											REIMBURSABLES @ 2%±: 581
											DESIGN ENGINEERING SERVICES TOTAL (EXCLUDING OPTIONAL TASK): \$29,100
OPTIONAL TASK											
8. BOARD PRESENTATION (OPTIONAL)	4	904	1	251	2	360			4	532	2,047
											DESIGN ENGINEERING SERVICES TOTAL (WITH OPTIONAL TASK, ROUNDED): \$31,150
RATES PER KRIEGER & STEWART 2024 FEE SCHEDULE											
⁽¹⁾ ASSOCIATE ENGINEER III	@	\$226 /Hr									
⁽²⁾ SENIOR ENGINEER II	@	\$251 /Hr									
⁽³⁾ STAFF ENGINEER II	@	\$180 /Hr									
⁽⁴⁾ CAD OPERATOR III	@	\$180 /Hr									
⁽⁵⁾ STAFF TECHNICIAN III	@	\$133 /Hr									





KRIEGER & STEWART, INCORPORATED
FEE SCHEDULE
2024

CLASSIFICATION	RATES \$/Hr.
Consulting, Design, Construction, Engineering, Environmental, Commissioning, and Surveying Services (Office)	
Principal	281.00
Senior III	265.00
Senior II	251.00
Senior I	234.00
Associate III	226.00
Associate II	219.00
Associate I	212.00
Staff III	204.00
Staff II	180.00
Staff I	157.00
Computer Aided Design Services	
Operator III	180.00
Operator II	171.00
Operator I	160.00
Surveying Services (Field)	
2 Man Crew with Standard Equipment and Survey Truck	313.00
1 Man Crew with Standard Equipment and Survey Truck	242.00
3rd Man on Crew	145.00
Construction Services (Field)	
Construction Engineer	226.00
Electrical Inspector	200.00
Construction Inspector:	
Regular Time	158.00
Overtime:	
Weekdays (8 hours to 12 hours)	188.00
Weekdays (More than 12 hours)	227.00
Saturday (12 hours or less)	188.00
Saturday (More than 12 hours)	227.00
Sunday and Holiday (Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	227.00
Support Services	
Staff Technician III	133.00
Staff Technician II	127.00
Staff Technician I	122.00
Utility Clerk III	96.00
Utility Clerk II	88.00
Utility Clerk I	87.00



**KRIEGER & STEWART, INCORPORATED
FEE SCHEDULE
2024
(continued)**

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

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

TERMS OF PAYMENT:

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

2024-FEES (10/18/2023)

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 2024-30

April 4, 2024

To: Rubidoux Community Services District
Board of Directors

Subject: Consider Amendment to the 2005 Design and Construction Manual to add Advanced Meter Infrastructure ("AMI") Meters to the Approved Material Specifications

BACKGROUND:

The Rubidoux Community Services District ("District") Board of Directors adopted the 1997 Design and Construction Manual ("Manual") by Resolution 665 on June 5, 1997. The Manual was further updated in 2005 by staff via the Assistant General Manager / District Engineer at the time to bring the Manual to then current standards in the industry. The Manual is currently being revised and updated with a completely new Manual to keep it current with today's standards, practices, materials and products. The Manual update is expected to be completed by early 2025 and then brought to the Board of Directors for adoption. The 2005 edition of the Design and Construction Manual is available on the District's website at <https://www.rcsd.org/documents-plans>.

The current Manual has material specifications listing those materials to be used within the District. The purpose of having approved materials is to provide consistency for design of system improvements by consultants and developers, and by field staff during maintenance and repair of the water and sewer system. However, the current Manual does not have specifications for water meters ("meters") in the Approved Materials List.

In 2023, the District was awarded a Drought Resiliency Grant ("Grant") from the United States Bureau of Reclamation ("USBR") to convert existing District meters to AMI meters. This Grant is in the amount of \$1,500,000 and these funds need to be utilized by the end of 2026 to replace the meters covered in the Grant. The Grant requires a 50% cost share; thus, the District will need to accumulate a project cost of \$3,000,000 to utilize all \$1,500,000 of the Grant funds. The Grant will only pay for approximately 5,000 of the District's approximate 7,000 meters. This is Phase 1 of the overall meter replacement program. The District intends to apply for another USBR grant, Phase 2, for the balance of the meters in October 2024.

The District's current meters are mechanical meters using a paddle wheel to measure the amount of water flowing through the meter. The existing meters are either read at the meter itself or via a radio head which is

read by the meter reader using a wand tapped on the meter to get the read. Some of the more recent meters installed by the District use a technology called Automatic Meter Reading (“AMR”) which transmits a signal that is picked up by a receiver as the meter reader drives or walks down the street near the meters. After data collection, the meter data is transferred to a database where the District can bill customers based on actual consumption.

Paddle wheel meters are prone to read slow over time until they eventually stop reading altogether. This is due to internal mechanical parts wearing down. When meters read slowly, more water passes through the meter than what the meter reads, resulting in the customer being billed less than what they used. This creates two problems. First, the customer does not know how much water they are actually using which can lead to water being wasted.. Second, since the meter is reading less water than actually being used, the District is not billing its customers for the actual water used. Since every meter reads slightly differently as it ages each customer is not being billed in a fair and consistent manner. Those customers with newer meters are being fully billed versus customer with an older meter as those with older meters are not reading all the water passing through it.

AMI meters use electronic pulse in a magnetic field to read water flows which is known as a “Mag Meter”. They have radio heads and a wireless communication system to provide continuous meter reads and transmit data to a central receiving point making near real time reads possible. This system is an integrated system of water meters, communication networks and data management systems that enables two-way communication between meter endpoints and the District. Unlike AMR, AMI doesn’t require a meter reader to collect the data. Instead, the system automatically transmits the data directly to the utility at predetermined intervals.

As the meter data is sent to utilities via a fixed communication network the District can use the data to improve operational efficiencies and sustainability by effectively monitoring water usage and system efficiency, detecting malfunctions, and recognizing irregularities. AMI meters and the associated communication network can also provide data to the District’s customers to inform them of potential leaks the same day their usage goes outside of their normal usage rather than up to six weeks later when the customer receives a bill indicating excess water use. This helps reduce water waste, and it also lowers the customer’s frustration level when looking at their bill weeks later, which has spiked due to a leak they may not be aware of.

With a fixed network, the District must work with a specific vendor to get the infrastructure and technologies up and running. This vendor will develop and build the communication network and provide the water meters that work with the network.

Staff has reviewed and interviewed AMI meter manufacturers for this project to determine the best meter for the District and narrowed the selection to Sensus and Neptune meters. After reviewing submittal information provided by Sensus and Neptune, staff has decided to use Neptune Meters. Some of the important and distinguishing Characteristics of the Neptune meter include the following:

- Neptune is the only manufacturer who has their own brass foundry in the USA located in Tallassee, Alabama. This is key for the “Buy American” requirements of the USBR Drought Resiliency Grant.
- Neptune is capable of an immediate backup mobile reading, with no reprogramming, if in an emergency situation where the AMI infrastructure went down. No other AMI vendor is capable of this.

- Neptune has a proven design of an integrated Radio and Register (R900i) which eliminates small wires and keeps the system performing at its highest levels.
- Neptune has a proven history of backwards compatibility leaving no customer left behind. Radios installed over 20 years ago can transmit through Neptune's current AMI network.
- Neptune Mach10 has the highest sampling rate in the industry at 4x per second.
- Neptune has local presence and support. Offices are located in Riverside, CA.
- Neptune has proven AMI systems with surrounding utilities. East Valley, Redlands, Western Water, Victorville, Fontana Water, San Gabriel, Indio Water Authority, Corona, Mission Springs.
- Neptune has the ability to meet the Grant schedule.

RECOMMENDATION:

Staff recommends the Board of Directors authorize the General Manager, or his designee, to amend the 2005 Design and Construction Manual to include in the Approved Materials List the Neptune Mach 10 Meter and to add the updated specification for the meters.

Respectfully,



BRIAN R. LADDUSAW
General Manager

Attach:

1. Meter Specifications to be added to the Manual

SECTION 17330
RESIDENTIAL FLOW METER
TECHNICAL SPECIFICATIONS

PART 1 - GENERAL

1.01 General Requirements

Contractor shall furnish and install residential flow meter systems and all appurtenant materials, equipment, and work suitable for the services listed, complete and operable in accordance with requirements of the Contract Documents and in conformance with the manufacturer's recommendations. Upon completion of installation, the work shall be tested to demonstrate compliance with these specifications.

1.02 Submittals

All submittals shall be in accordance with the Contractor Submittals Technical Specifications, Section 01300.

A. Shop Drawings

Contractor shall submit shop drawings in accordance with the Contractor Submittals Technical Specification and shall include, but not be limited to, the following:

1. Details and specifications of all components of all meters including detailed installation instructions.
2. Wiring and connection schematics.
3. Manufacturer's application performance guarantee for each meter location, and recommendations for installation at each location.
4. Factory accuracy test reports for each meter furnished.

B. Operation and Maintenance Manual

Contractor shall submit a detailed operation and maintenance manual for the flow metering system(s) specified herein.

PART 2 - PRODUCTS

2.01 General

- A. Residential flow meter system shall consist of a flow meter with integral factory-programmed electronic register/interface device.
- B. Flow meter shall be solid-state with no moving parts and utilize two (2) ultrasonic transducers to measure flow rate.

- C. Flow meter system shall be manufactured to order with a manufacturing date no earlier than three (3) months prior to order date.
- D. Flow meter system shall be Mach 10 R900i as manufactured by Neptune Technology Group.

2.02 Flow Meter

A. Meter Body

1. The meter body shall be made cast from NSF/ANSI 61 certified lead free alloy containing a minimum of 85% copper. Plastic bodies or flow tubes are not acceptable.
2. Meter size, model, direction of flow, and NSF 61 certification shall be indicated on the meter body.
3. All fastening hardware shall be constructed of 300-series non-magnetic corrosion-resistant stainless steel to prevent corrosion.
4. Meters 5/8" through 1" in size shall be provided with National Pipe Straight Mechanical (NPSM) threaded end connections and meters larger than 1" shall be provided with flanged end connections. Contractor shall coordinate connection type and size based on actual meters furnished.

B. Meter Register/Interface Device

1. The meter register/interface device shall consist of a meter register and meter interface unit (MIU), housed within the same enclosure.
2. The device shall be provided with a 9-digit LCD display.
3. The meter serial number shall be displayed in a permanent location on the register.
4. The device shall be fully potted with no exposed wires connecting the MIU and register.
5. The device shall transmit seamlessly in both advanced metering infrastructure (AMI) and automated meter reading (AMR) mode without any additional programming.
6. The device shall be sealed in a roll-sealed copper can and glass lens to allow for submersion in a flooded environment.
7. The device shall be capable of operating at temperatures of -22°F to +149°F (-30°C to +65°C) and operating humidity factor of 0 to 100% condensing.
8. The radio circuit board and battery shall be protected by a hard-potting material.
9. The device shall be designed for a remote antenna capable of being installed

through an industry standard 1-3/4" hole in a meter box lid for maximum transmission range.

10. The antenna shall be capable of mounting to various thicknesses of meter box lids from 1/2" to 2-1/2" and various distances from meters.
11. The antenna shall be rigid in design to withstand traffic and shall have a dual-seal connection to the MIU housing.
12. The MIU device shall be protected against static discharge without loss of data per IEC 801-2, Issue 2.
13. Power shall be supplied to the MIU by a lithium battery with capacitor.
14. The number of radio-based meter reads performed must not affect the battery life.
15. The battery life shall not be affected by outside erroneous wake-up tones (e.g., other water, gas, or electric utilities reading and therefore sending out a wake-up tone).
16. The battery shall be a fully potted component of the MIU with no external wires.

C. Performance

1. All meters shall be capable of the following flow ranges at the listed accuracies.

Meter Size	Extended Low Flow @ 100% Accuracy (U.S. gpm ± 3%)	Normal Operating Range @ 100% Accuracy (U.S. gpm ± 1.5%)	Safe Maximum Operating Capacity (U.S. gpm)	
			Normal Operation	Fire Service
5/8"	0.05	0.10 to 25	25	N/A
3/4"	0.05	0.10 to 35	35	35
1"	0.25	0.40 to 55	55	55
1-1/2"	0.30	0.80 to 125	125	125
2"	0.50	1.5 to 160	160	160

2. Meters shall not require a strainer for accurate operation.

2.03 **Data Transport**

- A. The MIU shall provide 8-digit reading resolution from encoded registers using either Sensus UI-1203 protocol or Neptune ProRead™/E-CODER protocol in mobile as well as AMI network data collection applications, simultaneously, without need for programming.
- B. The MIU shall read the encoded register at 15-minute intervals to provide accurate leak and reverse flow detection using 8-digit resolution reads.

- C. The MIU shall transmit readings from the encoder that are not older than one (1) hour.
- D. The MIU shall transmit the meter reading continuously at a predetermined transmission interval.
- E. The MIU shall transmit AMI network messages every three (3) hours – standard. No programming shall be necessary to activate transmission of AMI network messages.
- F. Each AMI network message shall include capability to include 12-meter readings for redundancy to improve read success rates.
- G. The MIU shall transmit mobile messages every 20 seconds – standard. No programming shall be necessary to activate or revert to transmission of mobile messages.
- H. In the event of a cut wire, the MIU shall not send the last good read as this can lead to miss-billing. The MIU shall transmit a trouble code in lieu of the meter reading.
- I. Tamper – If wiring has been disconnected, a "non-reading" shall be provided indicating wire tamper; a reading that gives the last available reading is an incorrect reading.
- J. Each device shall have unique preprogrammed identification numbers (ID) of nine (9) characters. ID numbers will be permanent and shall not be altered. Each device shall be labeled with the ID number in numeric and barcode form. The label shall also display FCC approval information, manufacturer's designation, and date of manufacture.
- K. The MIU shall transmit the encoder meter reading and a unique MIU ID number. The MIU shall interface to encoder registers using Neptune E-CODER or Sensus UI- 1203 communication protocol via a 3-conductor wire without need for special configuration to the MIU.
- L. The MIU shall transmit time-synchronized, top-of-the-hour readings as part of its scheduled, periodic AMI network transmission.
- M. The MIU shall periodically transmit a packet that includes the register information such as register ID, register type, and other status information no less than weekly.
- N. The MIU shall automatically attempt to join an AMI network on a periodic basis and once provisioned and authorized, will begin transmission of AMI network messages for consumption by host software as part of simultaneous operation of walk-by, mobile, or AMI network without any site visits or reprogramming of MIU.

2.04 FCC Licensing & Certification

- A. The MIU shall operate within Federal Communications Commission (FCC) Part 15.247 regulations for devices operating in the 902 MHz to 928 MHz unlicensed band. The output power of the devices will be governed by their conformance to these relevant FCC standards.

- B. To minimize the potential for radio frequency (RF) interference from other devices, the MIU shall transmit using the frequency hopping, spread spectrum technique comprised of alternating pseudo-random frequencies within the 902 MHz to 928 MHz unlicensed band and/or transmit using the LoRaWAN™ protocol using spread spectrum modulation.
- C. For ease of implementation, the System shall not require any special licensing, including licenses from the FCC. The System must, therefore, operate in the 902 MHz to 928 MHz unlicensed band.
- D. The System must be expandable at any time without getting authorization from the FCC.
- E. No wake-up tone shall be necessary.

PART 3 - EXECUTION

A. Factory Testing

Each meter shall be factory-tested for accuracy in accordance with AWWA C715 to demonstrate compliance with these specifications.

B. Installation

Installation of residential flow meter systems shall be in strict accordance with the manufacturer's written instructions.

C. Warranty

Manufacturers shall guarantee electrical equipment against defects in material and workmanship from date of manufacture. For meters 5/8" to 1", warranty shall be for full replacement for the first ten (10) years and prorated straight-line replacement for the subsequent ten (10) years. For meters 1-1/2" to 2", warranty shall be for full replacement for ten (10) years. Warranty shall be provided in the District's name.

END OF SECTION

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 2024-61

July 18, 2024

To: Rubidoux Community Services District
Board of Directors

Subject: **PUBLIC HEARING** – Second Reading and Adoption of Ordinance No. 2024-138, An Ordinance of the Rubidoux Community Services District Authorizing the Adoption of Financial Policy Number 1040 ‘Procurement Policy’

BACKGROUND:

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

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

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

Key Features of the Policy

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

Benefits

Adopting this Procurement Policy will offer several benefits:

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

Timeline:

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

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

On June 20, 2024 pursuant to DM 2024-54, the Board authorized the following adoption timeline:

- Regular Board Meeting – June 20, 2024 (1st Reading of Ordinance)
- Regular Board Meeting – July 18, 2024 (2nd Reading of Ordinance and Public Hearing) – Today’s Meeting
- Effective – August 18, 2024

During the first reading, the Board asked staff to investigate the security protocols related to the electronic bidding process via PlanetBids. This inquiry was investigated and responded to on July 11, 2024. Further, an additional inquiry was born from this response which was also responded to on July 11, 2024. Staff have received no other comments specifically related to Policy No. 1040 from the Board or members of the public.

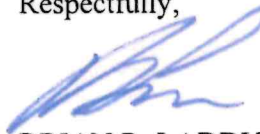
This afternoon’s Public Hearing for Ordinance No. 2024-138 was posted at the District office, on the District website, and noticed in the Press-Enterprise no less than 10 days prior to today.

RECOMMENDATION:

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

1. Adopt Ordinance No. 2024-138 with an effective date of August 18, 2024.

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attach:

1. Draft Financial Policy Number 1040 ‘Procurement Policy’
2. Draft Ordinance No. 2024-138
3. Notice of Public Hearing
4. Press-Enterprise Newspaper Publication Confirmation

Rubidoux Community Services District

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

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

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

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

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

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

Rubidoux Community Services District

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

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

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

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

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

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

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

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

Account	Actual YTD March 2024	Annual Budget 2023/2024 ^[1]	Projected Year End 2023/2024	Favorable (Unfavorable) Variance	Audited 2022/2023	Adopted Budget 2024/2025
Income						
1 Sales - Water Replacement	4050.300.0.30	\$ 51,072	\$ -	\$ 51,072	\$ 51,072	\$ 170,927
2 Grant Income - USBR - AMI		-	-	-	-	-
TOTAL WATER CAPITAL PROJECT REVENUE		\$51,072	\$0	\$51,072	\$51,072	\$170,927
Expense						
3 Well 8 Rehab		-	-	-	-	150,000
4 Tract 37211 Opal Street Water Improvements	7030.011.0.30	33,793	177,659	33,793	143,866	-
5 District Tank Refurbishments (Phase 2)		-	-	-	-	650,000
6 LT WTF Fe/Mn System Backwash Pipe	7030.008.0.30	13,324	890,000	35,000	855,000	-
7 Goldenwest Booster Station (Construction Phase 1)		-	370,000	-	370,000	370,000
8 District at JV Well Sites/LT Expansion (LT Exansion Lot)		-	18,000	-	18,000	-
9 Annexation Work - Water Pipeline Move (Design)		-	50,000	-	50,000	-
10 Generator - Well 2 Site		-	266,000	-	266,000	-
11 Generator - Well 1A Site		-	221,000	-	221,000	-
12 AMI Project (Grant Funding Approx. 50%)		-	20,000	-	20,000	-
13 Jewel Street Pipeline Extension (400 FT)		-	-	-	-	300,000
Total Expense		505,654	2,767,659	527,330	2,240,329	-
Transfers						
14 Transfer to/(from) Reserves		119,922	(1,020,000)	(176,899)	(843,101)	96,654
15 Transfer to/(from) Water Fund Unrestricted		-	-	-	-	-
16 Transfer to/(from) Water COP Fund		-	-	-	-	-
Total Transfers		119,922	(1,020,000)	(176,899)	(843,101)	96,654
TOTAL WATER CAPITAL PROJECT EXPENSES AND TRANSFERS		\$625,576	\$1,747,659	\$350,431	\$1,397,228	\$96,654
Fund Excess (Deficit)						\$ (48,042)

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

ESTIMATED JULY 1, 2024 CAPITAL RESERVE	\$ 463,042
ESTIMATED FISCAL YEAR 24/25 EXCESS (DEFICIT)	\$ (48,042)
ESTIMATED JUNE 30, 2025 CAPITAL RESERVE	<u>\$ 415,000</u>

8. **ACTION / DISCUSSION ITEMS** (continued)

- B. **DM 2024-74:** Consider Approval of Agreement with West Valley Water District to Deliver Imported Water

Rubidoux Community Services District

Board of Directors

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



General Manager

Brian R. Laddusaw

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

DIRECTORS MEMORANDUM 2024-74

September 19, 2024

To: Rubidoux Community Services District
 Board of Directors

Subject: Consider Approval of Agreement with West Valley Water District to Deliver Imported Water

BACKGROUND:

Rubidoux Community Services District's ("RCSD") sole source of water supply for its approximate 5,000 AFY of demand is local groundwater which is pumped from the Riverside South Basin. This groundwater is treated for compliance with all State of California Division of Drinking Water regulations and permits. Currently the only intertie RCSD has is a connection with Jurupa Community Services District ("JCSD"). The JCSD intertie currently can only provide short-term emergency supply to RCSD. For JCSD to be a continuous supply alternative to RCSD, JCSD needs to complete transmission pipelines within its service area, and develop additional water supplies as their current groundwater supply is fully committed to meet its customer demand.

RCSD also has investigated purchasing Metropolitan Water District ("MWD") water supply purchased through Western Municipal Water District ("Western") and wheeling it to RCSD through the City of Riverside ("Riverside") water system. This alternative was determined economically unfeasible due to the cost of supply, wheeling charges to Riverside, and capital costs for required transmission improvements within Riverside's water system. In addition to cost factors, MWD water introduced into Riverside's system to be wheeled to RCSD would lose its water quality benefits needed by RCSD. Water from MWD's Mills Treatment Plant is State Water Project water with a low total dissolved solids ("TDS") concentration. When introduced for wheeling into Riverside's water system, low TDS MWD water would be commingled with Riverside's water supply and any water quality benefits would be used by Riverside customers prior to reaching RCSD's point of connection.

As part of seeking to improve its water supply redundancy RCSD also wants to improve its overall water quality specifically lowering the concentration of TDS. As the Board of Directors is aware, RCSD has 3.055 MGD of

sewer treatment and disposal rights acquired through contracts with Riverside. Currently RCSD uses approximately 1.7 MGD of these rights. Sewage collected in RCSDs service area delivered to Riverside for treatment and disposal has a TDS concentration of approximately 790 mg/L. Riverside's NPDES Permit for its treatment plant states the maximum TDS concentration in recycled water it discharges to the Santa Ana River is 650 mg/L. Currently the TDS concentration in recycled water discharged to the Santa Ana River by Riverside is approximately 590 mg/L. Although Riverside is well below the 650 mg/L TDS limit, it is concerned RCSD is utilizing TDS capacity of other dischargers to the Riverside WWTP and objects to new areas being annexed to RCSD for sewer service until RCSD demonstrates it has a physical solution to lower TDS concentration in sewage delivered to Riverside.

Based on estimated ultimate RCSD water demands, RCSD needs approximately 2,000 AFY of low TDS concentration water supply to lower the TDS concentration of the water supplied to its customers so sewage delivered to Riverside is at or below 650 mg/L TDS.

RCSD is a retail water provider within Western's General District and in 2020 RCSD discussions were initiated by RCSD staff with Western staff to look for ways to move low TDS concentration MWD water into RCSD other than wheeling through Riverside's system as discussed above. The alternative was to move MWD water through West Valley Water District ("West Valley"). West Valley and RCSD boundaries are shared along RCSDs northerly boundary and have potable water pipelines within a few feet of one another near the intersection of Wilson and Fleetwood. The physical implementation of an intertie was determined to be fairly simple and relatively inexpensive, estimated at approximately \$1,000,000. However, there were significant institutional hurdles to overcome. The main issue is a non-compete clause disallowing sales of MWD water supply between State Water Project Contractors absent agreement between the involved State Water Project Contractors.

RCSD is a retail agency of Western who is a member agency of MWD. West Valley is a retail agency within San Bernardino Valley Municipal Water District ("Valley District"). Both MWD and Valley District are State Water Project Contractors. To overcome the non-compete clause mentioned above, a five-party agreement involving RCSD, West Valley, Valley District, Western, and MWD was developed and eventually fully executed on June 11, 2024. The five-party agreement provides for up to 2,000 AFY of low TDS concentration State Water Project water to be delivered through Valley District to West Valley, which ultimately will be wheeled by West Valley to RCSD for its use.

Concurrent with finalizing the five-party agreement, RCSD and West Valley staff have coordinated on the preparation of an agreement to memorialize the terms and conditions between the two agencies for the wheeling of water secured through the five-party agreement. The attached agreement – "AGREEMENT BETWEEN WEST VALLEY WATER DISTRICT AND RUBIDOUX COMMUNITY SERVICES DISTRICT" ("Wheeling Agreement") has the following basic terms:

1. RCSD will prepare the intertie plans for review and approval by West Valley and MWD
2. RCSD will pay Western for water supply which is the then current MWD rate for full service untreated Tier 1 water plus Western's administrative costs.
3. RCSD will pay West Valley a rate/AF ("wheeling rate") to move the water supply through its water system to RCSD. The FY 24/25 wheeling rate is \$411/AF

4. West Valley will adjust its wheeling rate annually based on the increase in the annual average from the prior year in the CPI for Riverside-San Bernardino-Ontario area.
5. The term of the Wheeling Agreement runs with the term of the five-party agreement.
6. RCSD will build the intertie at its sole cost.
7. RCSD will own and maintain the intertie including meters and valves, including required calibrations and replacement.

Once the five-party agreement and this Wheeling Agreement is fully executed, RCSD will be capable to implement the construction of the intertie with West Valley and begin receiving water with low TDS concentration. Timing of the construction of the intertie and delivery of water will be linked to certain “triggers” related to TDS concentration level in RCSDs sewage delivered to Riverside, and new development activity in RCSD. It is anticipated it will be several years before the triggers are met. Further, the District is seeking grant funding to offset some of the costs of the intertie.

To summarize, this Wheeling Agreement along with the fully executed five-party agreement enables RCSD to have access to 2,000 AFY of redundant water supply and ability to resolve TDS water quality issues. From a water supply standpoint, 2,000 AFY represents around 40% of RCSDs current demand, and around 20% of RCSDs ultimate demand. Finally, the Wheeling Agreement provides a physical solution to address Riverside’s TDS concerns and lifting of Riverside objections to annexations of new areas into RCSD.

RECOMMENDATION:

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

1. The Wheeling Agreement entitled - AGREEMENT BETWEEN WEST VALLEY WATER DISTRICT AND RUBIDOUX COMMUNITY SERVICES DISTRICT

Respectfully,



BRIAN R. LADDUSAW, CPA
General Manager

Attach:

1. Wheeling Agreement

**AGREEMENT
BETWEEN
WEST VALLEY WATER DISTRICT
AND
RUBIDOUX COMMUNITY SERVICES DISTRICT**

This Agreement (the "Agreement") is entered into by and between the West Valley Water District, a public agency of the State of California ("WVWD") and Rubidoux Community Services District, a public agency of the State of California ("RCSD"). WVWD and RCSD are hereafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. RCSD is a public agency providing various public services, including potable water service to customers within its service area as depicted on Exhibit "A" attached hereto and by this reference incorporated herein ("Service Area").
- B. WVWD is a public agency of the State of California formed and operating under the County Water District Law pursuant to California Water Code Section 30000 et seq. authorized to provide water service within its boundaries.
- C. RCSD has requested construction of a permanent potable water interconnection between the existing RCSD Water System and the existing WVWD Water System to provide potable water to RCSD for distribution and use within RCSD's Service Area (hereinafter referred to as the "PROJECT"). The purpose of the PROJECT is to further implement provisions of that certain 2022 Agreement To Provide Water To Rubidoux Community Services ("Five-Party Agreement").
- D. The PROJECT site is located at the intersection of Wilson Street and Fleetwood Street. A copy of the construction plans for the PROJECT are attached as Exhibit "B" on which a location map is included.
- E. The Five-Party Agreement was entered into by and between WVWD, RCSD, Western Municipal Water District ("Western"), San Bernardino Valley Municipal Water District ("Valley"), and Metropolitan Water District ("MWD"). The Five Party Agreement attached as Exhibit "C" is the underlying agreement allowing for delivery of up to 2,000 acre-feet per year of imported State Water Project water to WVWD, a retail agency within Valley's general district, for ultimate delivery and use by RCSD who is a retail agency within Western's general district and where Western is a member agency of MWD.

- F. The Five Party Agreement was necessary, in part, to memorialize concurrence between two State Water Project Contractors, MWD and Valley, to move imported water between their respective service areas. The Five-Party Agreement provides, among other things, for the following: (1) WWWD will treat and deliver water to RCSD; (2) said water will be continuously metered; (3) RCSD will directly pay Western for water supplied; (4) Western will pay MWD; and (5) water used by RCSD will be included as part of Western's allocation of MWD's water.
- G. RCSD and WWWD desire to set forth in this Agreement each Party's responsibilities and obligations regarding the design, construction, and ongoing operation of the PROJECT and to further perform their respective activities as set forth in the Five-Party Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 RCSD AGREES TO:

- 1.1 Establish the scope of the PROJECT, subject to WWWD and MWD approval.
- 1.2 Provide the PROJECT design and detailed construction plans and specifications ("Plans") for WWWD's and MWD's review and approval prior to construction of the PROJECT. Design shall be by a Professional Engineer registered in the State of California, and in accordance with RCSD's most recent Rules and Regulations and RCSD's Standards for Domestic Water Facilities and Standard Drawings.
- 1.3 Act as the lead agency for any California Environmental Quality Act (CEQA) review and compliance, which shall be completed prior to start of construction of the PROJECT.
- 1.4 Construct or cause the construction of the PROJECT in accordance with the approved Plans at no cost to WWWD.
- 1.5 Pay one-hundred percent (100%) of design and construction services and related costs.
- 1.6 Designate a representative who shall have the authority to discuss and attempt to resolve issues concerning the PROJECT with WWWD.
- 1.7 Own and maintain those PROJECT Facilities on RCSD's side of the connection with WWWD ("Interconnection"), including but not limited to the water meter. RCSD, at its sole cost, shall test and calibrate said meter annually or on any other schedule consistent with MWD requirements, and provide such records to WWWD. Also at its sole cost, RCSD shall replace the meter as warranted or as required by MWD or WWWD.
- 1.8 Water delivered shall be measured and recorded at the Interconnection by a water

- meter with the capacity of accurately measuring flow and totalizing volume.
- 1.9 Arrange for and pay all expenses for relocation of any and all utilities which interfere with construction of the PROJECT, subject to paragraph 3.10 below.
 - 1.10 Advertise, award, and administer the construction of the PROJECT, in accordance with the provisions of the California Public Contract Code applicable to RCSD and Labor Code Sections 1720 et seq. and 1770 et seq. regarding prevailing wages.
 - 1.11 Utilize a contractor or subcontractor licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering.
 - 1.12 Require its contractors to maintain and to comply throughout the term of any contract awarded by RCSD with the insurance requirements described in RCSD's bidding documents for the PROJECT, including the requirement of having WWWD as an additional insured.
 - 1.13 Provide adequate inspection of all items of work performed under the construction contract(s) with RCSD's contractors or subcontractors for the PROJECT and maintain adequate records of inspection and materials testing for review by WWWD. RCSD shall provide copies of any records of inspection and materials testing to WWWD within ten (10) days of RCSD's receipt of written demand from WWWD for such records. This shall be included as a PROJECT cost which shall be at the sole expense of RCSD. RCSD shall maintain these records for a period of three (3) years following completion of the PROJECT.
 - 1.14 File a notice of completion with the Riverside County Recorder.
 - 1.15 Provide all required easements for the PROJECT if necessary.
 - 1.16 RCSD shall provide WWWD, by March 15th of each year the PROJECT is in use, an estimated annual total volume to be delivered in the upcoming fiscal year starting each July 1 and ending June 30 for the following year. Included with this information will be an estimated delivery amount by month during the upcoming year measured in acre-feet per month. RCSD understands WWWD's maximum flow rate of deliveries to the PROJECT is 1,250 gallons per minute (gpm) based on current system operation capabilities.
 - 1.17 RCSD recognizes and agrees, and holds WWWD harmless, from WWWD's inability to make deliveries due to unforeseen operational reasons during the year or to meet certain flow rates (gpm).
 - 1.18 RCSD recognizes and agrees to coordinate with WWWD on deliveries of flow and grants WWWD personnel access to the PROJECT as reasonably needed.
 - 1.19 RCSD will provide WWWD remote SCADA access to meter data if desired.
 - 1.20 RCSD is responsible to pay Western their total cost for supply of water delivered by WWWD to RCSD through the PROJECT. WWWD will bear no responsibility for any

costs due Western from RCSD.

- 1.21 RCSD is responsible to pay WWWD a cost per acre-foot for each acre-foot of water delivered to RCSD through the PROJECT ("RATE"). The RATE shall be set by WWWD from time to time pursuant to its rules and regulations and shall cover the following: (a) any and all wheeling, treatment, and administrative costs incurred by WWWD for water delivered to RCSD through the PROJECT; and (b) any other costs WWWD incurs which must be paid by RCSD to make WWWD entirely whole for water deliveries made. The RATE methodology and requirements including annual Consumer Price Indicator inflators as determined by WWWD is contained in EXHIBIT "D". WWWD agrees to notify RCSD of any changes in the RATE by March 15th of each year. Any failure to provide notice by this deadline will not impact the obligation of RCSD to pay the then current RATE.
- 1.22 RCSD will pay WWWD invoices within thirty (30) days of receipt.

2.0 WWWD AGREES TO:

- 2.1 Review and approve in writing, within a reasonable time after submittal to WWWD, all design and detailed construction documents, specifications, and Plans prepared by or on behalf of RCSD prior to the beginning of the PROJECT.
- 2.2 Approve or disapprove the PROJECT Plans within a reasonable time after submittal to WWWD. In the event WWWD disapproves the PROJECT Plans, RCSD shall modify the PROJECT Plans in accordance with the reasons given for disapproval and shall resubmit the revised PROJECT Plans to WWWD for further review and approval. The foregoing review and approval procedure shall be continued until the PROJECT Plans are approved and signed by WWWD.
- 2.3 Own, operate and maintain the PROJECT Facilities on the WWWD side of the Interconnection.
- 2.4 WWWD's review and approval of the PROJECT Plans and other documents shall not be deemed to be a representation or warranty as to compliance, or noncompliance, of any work with applicable laws, rules and regulations.
- 2.5 Open the valve at the Emergency Interconnection Facilities which are part of the PROJECT and provide water upon receipt of such request. WWWD shall have exclusive control over the opening and closing of the valves at the Emergency Interconnection Facilities which are part of the PROJECT.

3.0 IT IS MUTUALLY AGREED:

- 3.1 Parties shall require all contractors to comply with any and all applicable State wage and hour laws for the PROJECT.

- 3.2 The Parties hereby acknowledge that neither the Parties nor any employees of the Parties shall have any control over the method or means by which the contractor and its agents and employees perform the services contemplated in the PROJECT.
- 3.3 Notwithstanding any other provision of this Agreement, RCSD may delegate or assign any or all of its obligations under Sections 1.1 through 1.15 to a third party selected by RCSD in its sole discretion, provided that RCSD shall remain responsible for compliance with such obligations as between WWWD and RCSD.
- 3.4 Parties agree that there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Agreement. The Parties shall ensure their employees and the contractor's employees and agents are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.
- 3.5 RCSD agrees to indemnify, defend (with counsel approved by WWWD), and hold harmless WWWD and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from RCSD's negligent acts or omissions which arise from RCSD's performance of its obligations under this Agreement.
- 3.6 WWWD agrees to indemnify, defend (with counsel approved by RCSD), and hold harmless RCSD and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from WWWD's negligent acts or omissions which arise from WWWD's performance of its obligations under this Agreement.
- 3.7 In the event RCSD and/or WWWD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the RCSD and/or WWWD shall indemnify the other to the extent of its comparative fault.
- 3.8 In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 3.5, 3.6, and 3.7.
- 3.9 RCSD and WWWD are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability and Worker's Compensation, and warrant that through their respective programs of self-insurance they have adequate coverage or resources to protect against liabilities arising out of RCSD and WWWD's performance of the terms, conditions or obligations of this Agreement.

- 3.10 In the case wherein one of the Parties owns a utility that needs to be relocated for the PROJECT and that Party does not have prior rights for that utility, it will be the sole responsibility of RCSD to relocate the utility at the RCSD's cost. This shall be included as a PROJECT cost.
- 3.11 This Agreement may be cancelled/terminated without cause upon thirty (30) days advance written notice of either Party, provided however, that neither Party may cancel/terminate this Agreement without cause after RCSD awards a contract to construct the PROJECT. In the event of cancellation/termination as provided herein, all PROJECT expenses incurred prior to the effective date of cancellation/termination shall be paid by the RCSD. The Parties recognize and agree that the provisions governing utility relocation and construction are dependent upon the Parties first satisfying CEQA. As provided in this paragraph, the Agreement may be cancelled with or without cause, before, during and after CEQA review/approval.
- 3.12 If either WWWD or RCSD breaches any provision of this Agreement, the non-breaching party may give written notice to the breaching party by registered or certified mail detailing the breaching party's violations. If such violation is not corrected within 30 days from the date of the notice of violation or a reasonable period of time as may be required to cure the violation, whichever occurs last, the non-breaching party may, without further notice, declare the breaching party to be in breach of this Agreement. Upon such declaration, the non-breaching party may pursue any remedy available under local, state or federal law. This provision does not waive any applicable Government Code requirements concerning the presentation and consideration of claims.
- 3.13 Except for the Parties' indemnification obligations contained herein which shall survive termination, the term of this Agreement shall be governed by the term and termination provisions of the Five-Party Agreement. The Five-Party Agreement termination will take place on December 31, 2035, provided that if the terms of the State Water Contracts are extended beyond December 31, 2035, then the term of this Agreement will likewise be extended to match the terms of the State Water Contracts.
- 3.14 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.15 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between WWWD and RCSD concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected

with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.

- 3.16 Time is of the essence for each and every provision of this Agreement.
- 3.17 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.18 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.19 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.
- 3.20 No amendment to or modification of this Agreement shall be valid unless made in writing and approved by all Parties. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 3.21 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.
- 3.22 With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.
- 3.23 All privileges and immunities of the Parties provided by state or federal law shall remain in full force and effect.
- 3.24 This Agreement will be effective on the date signed and approved by both Parties.
- 3.25 The Recitals and referenced Exhibits are incorporated into the body of this Agreement.
- 3.26 This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both Parties.
- 3.27 This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose

name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

<signatures on following page>

WEST VALLEY WATER DISTRICT

General Manager

Date: _____

RUBIDOUX COMMUNITY SERVICES DISTRICT

General Manager

Date: _____

Reviewed by:

General Counsel

Date: _____

Exhibit A
RCSD Service Area

Exhibit A: RCSD Service Boundary

Rubidoux Community Services District
Water Service Area

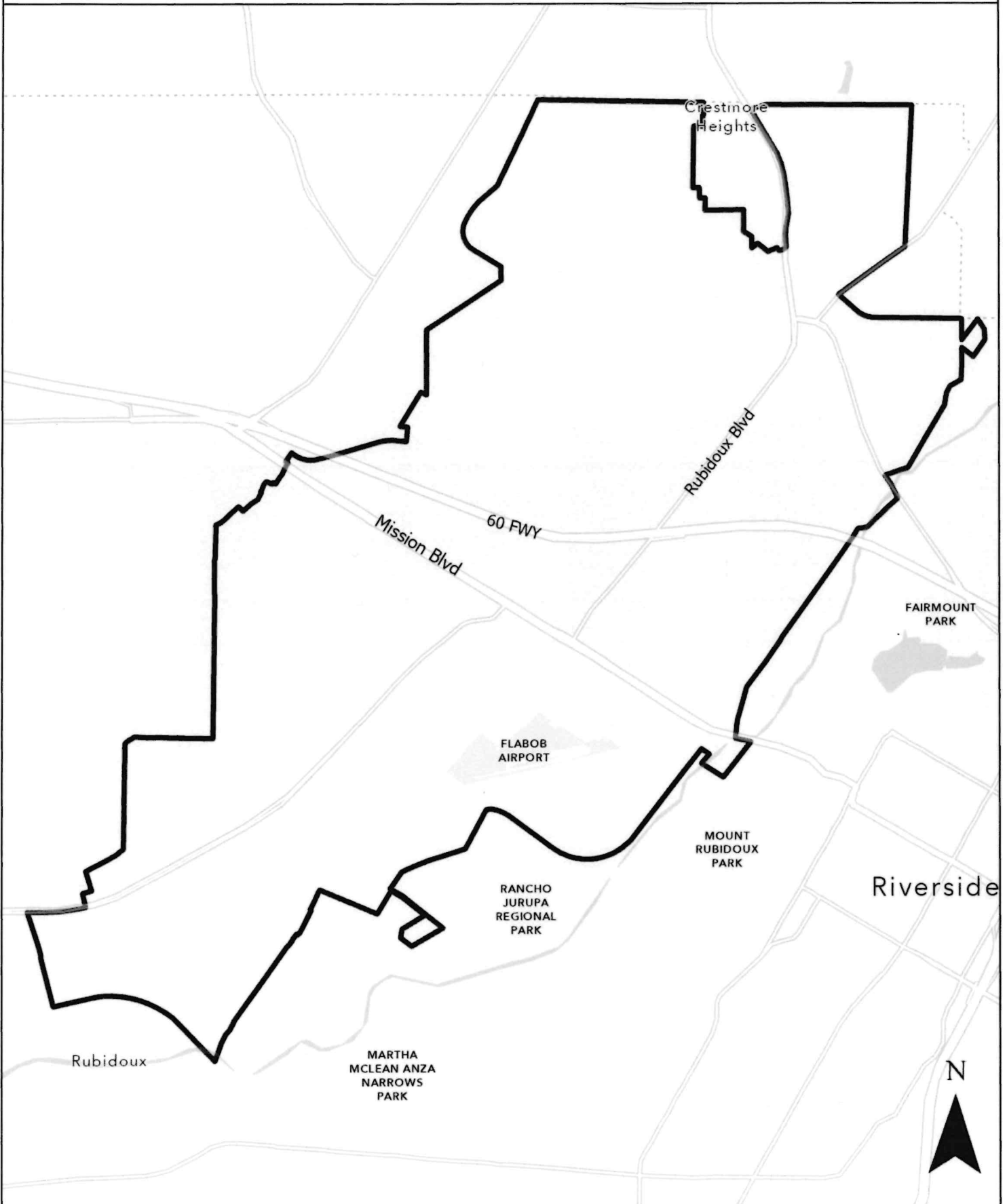
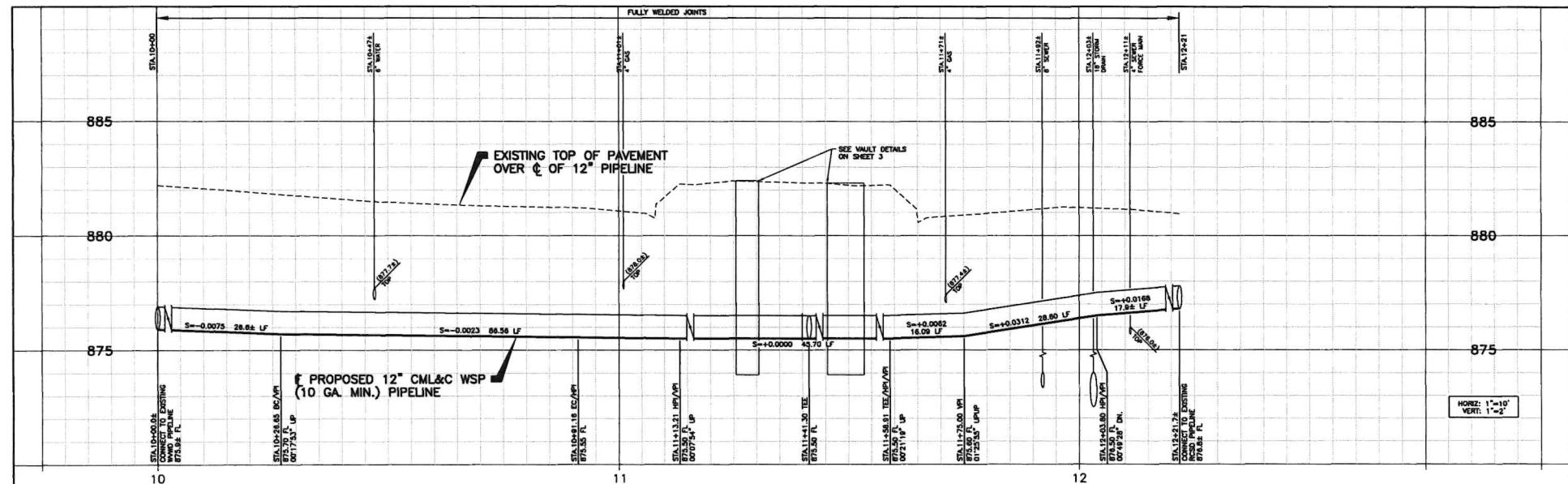
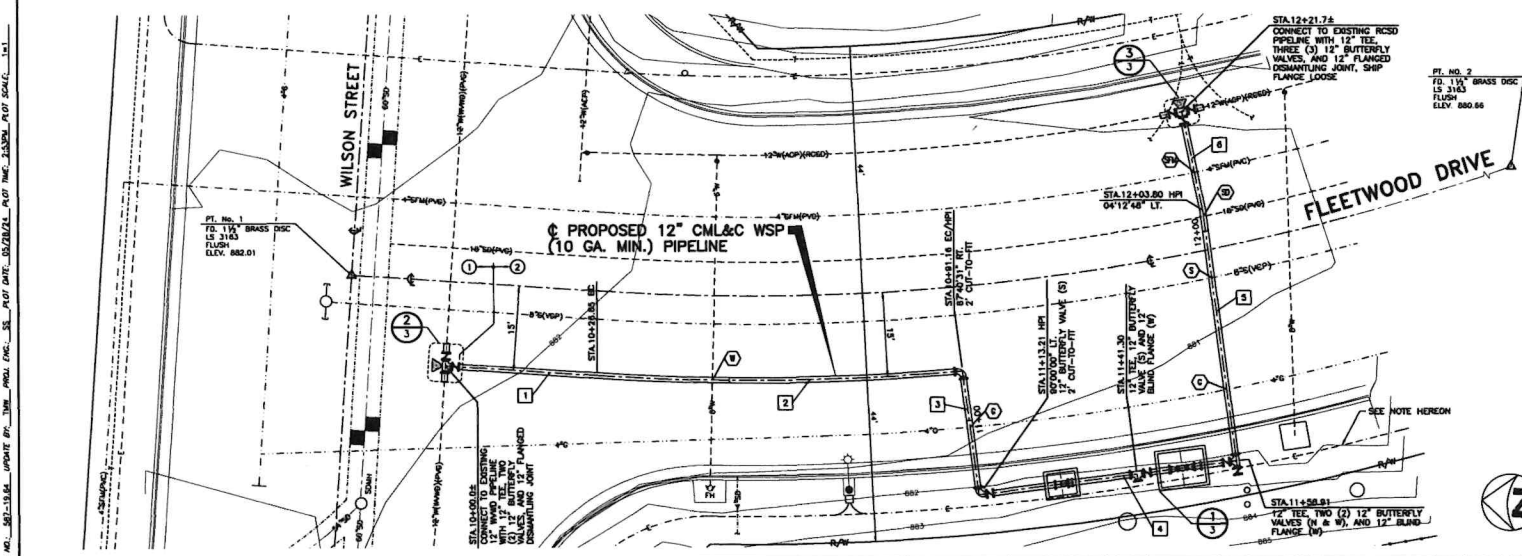


Exhibit B
Wilson Street Interconnection Construction Plans



HORIZ: 1"=10'
VERT: 1"=2'



PIPELINE DATA

No.	DETA/BEARING	R	T	L
1	S07°09'55" E	-	-	26.65'
2	08°54'24" E	415.00'	32.32'	64.51'
3	S78°38'12" W	-	-	22.05'
4	S11°23'48" E	-	-	45.70'
5	N78°38'12" E	-	-	44.89'
6	N74°23'24" E	-	-	17.88'

- NOTES:
- CONTRACTOR SHALL COORDINATE RELOCATION OF ELECTRICAL CONDUIT WITH FACILITY OWNER (SOUTHERN CALIFORNIA EDISON) IN ORDER TO INSTALL VAULTS AND PIPE AS SHOWN.
 - CONTRACTOR SHALL COORDINATE START UP AND FIELD ADJUSTMENT OF PRESSURE REDUCING VALVE WITH MANUFACTURER'S REPRESENTATIVE.
 - CONTRACTOR SHALL COORDINATE START UP AND CALIBRATION OF MAGNETIC FLOW METER WITH MANUFACTURER'S REPRESENTATIVE AND PER MFD'S REQUIREMENTS (SEE CONSTRUCTION SPECIFICATION).

- NOTES:
- WEST VALLEY WATER DISTRICT TO OWN, OPERATE, AND MAINTAIN.
 - RUBIDOUX COMMUNITY SERVICES DISTRICT TO OWN, OPERATE, AND MAINTAIN.

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

SYM	REVISIONS	DATE	BY



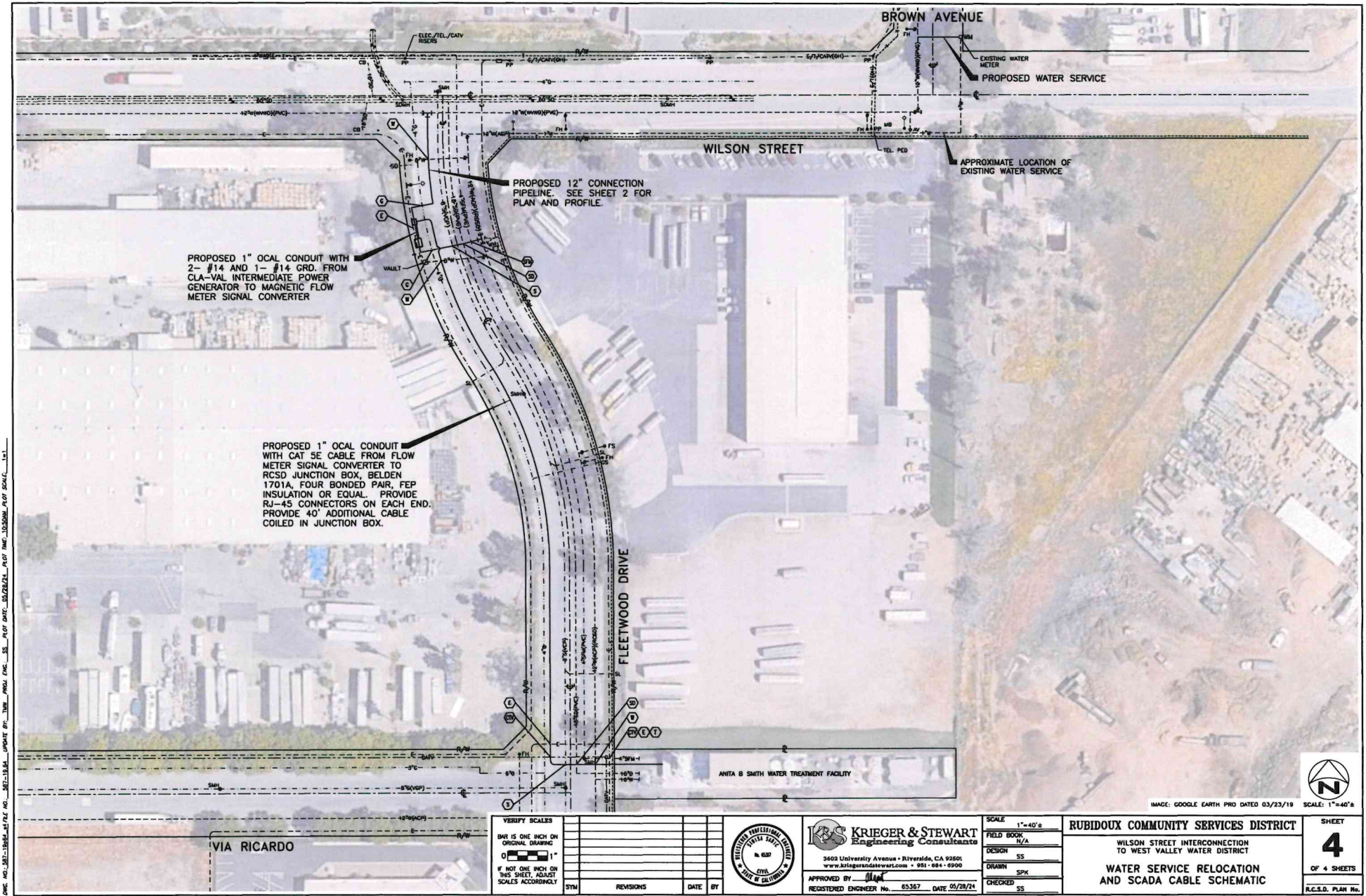
KRIEGER & STEWART
 Engineering Consultants
 3603 University Avenue • Riverside, CA 92501
 www.kriegerandstewart.com • 951-684-6900
 APPROVED BY: [Signature]
 REGISTERED ENGINEER No. 65367 DATE 05/29/24

SCALE 1"=10'
 FIELD BOOK N/A
 DESIGN SS
 DRAWN SPK
 CHECKED SS

RUBIDOUX COMMUNITY SERVICES DISTRICT
 WILSON STREET INTERCONNECTION
 TO WEST VALLEY WATER DISTRICT
PLAN AND PROFILE
 STA.10+00.0± TO STA.12+21.7±

SHEET
2
 OF 4 SHEETS
 R.C.S.D. PLAN No.
 587-13.64

DMC NO. 382-1364-0274 NO. 382-1364-0274 DATE: 05/29/24 PROJECT: WILSON STREET INTERCONNECTION TO WEST VALLEY WATER DISTRICT



ONE: NO. 587-1384-1272 NO. 587-1384-1272... UPDATE BY: JIM... PROJ DIR: DAVID... PLAN NO. 100304... PLAN SHEET...

IMAGE: GOOGLE EARTH PRO DATED 03/23/19 SCALE: 1"=40'



VERIFY SCALES

DATE	BY	REVISIONS

1" = 40'

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDING



KRIEGER & STEWART
 Engineering Consultants
 3603 University Avenue • Riverside, CA 92501
 www.kstgengr.com • 951-684-6900

APPROVED BY: *[Signature]*
 REGISTERED ENGINEER No. 65367 DATE 05/29/24

SCALE	1"=40'
FIELD BOOK	N/A
DESIGN	SS
DRAWN	SPK
CHECKED	SS

RUBIDOUX COMMUNITY SERVICES DISTRICT

WILSON STREET INTERCONNECTION
 TO WEST VALLEY WATER DISTRICT

**WATER SERVICE RELOCATION
 AND SCADA CABLE SCHEMATIC**

SHEET
4
 OF 4 SHEETS
 R.C.S.D. PLAN No.
 587-19.84

Exhibit C

Five-Party Agreement was entered into by and between WWWD, RCSD, Western Municipal Water District (“Western”), San Bernardino Valley Municipal Water District (“Valley”), and Metropolitan Water District (“MWD”)

**AGREEMENT NO. A0-5314
AGREEMENT TO PROVIDE WATER TO
RUBIDOUX COMMUNITY SERVICES DISTRICT**

This Agreement to Provide Water to Rubidoux Community Services District (Agreement) is entered by The Metropolitan Water District of Southern California (Metropolitan), San Bernardino Valley Municipal Water District (San Bernardino Valley), West Valley Water District (West Valley), Rubidoux Community Services District (Rubidoux), and Western Municipal Water District (Western), collectively the “Parties.”

RECITALS

A. Metropolitan is a State Water Project contractor and a metropolitan water district organized under the Metropolitan Water District Act, codified at section 109-1, et seq. of West’s Appendix to the California Water Code, and is engaged in developing, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura. Metropolitan has an existing agreement with San Gabriel Valley Municipal Water District (SGVMWD) that allows for the delivery of water through SGVMWD’s San Gabriel Valley Devil Canyon – Azusa Pipeline using SGVMWD’s unused capacity.

B. San Bernardino Valley is a public agency incorporated under the Municipal Water District Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in wholesale delivery of water in portions of the counties of San Bernardino and Riverside. San Bernardino Valley is a State Water Project contractor that primarily imports water into its service area through the State Water Project (SWP). San Bernardino Valley has 50-percent capacity rights on SGVMWD’s San Gabriel Valley Devil Canyon – Azusa Pipeline right up to Riverside Avenue in the City of Rialto. San Bernardino Valley has an existing connection on the San Gabriel Valley Devil Canyon – Azusa Pipeline that can also be used to deliver imported supplies from Metropolitan to a portion of Western’s service area.

C. Western is a municipal water district incorporated under the Municipal Water District Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in retail and wholesale delivery of water to customers in western Riverside County. Western purchases imported water from Metropolitan and helps provide water to over 1,000,000

people in its service area.

D. West Valley is a County Water District, a public agency of the State of California, providing retail water to approximately 95,000 customers. West Valley's service area overlaps five political jurisdictions: The Cities of Rialto, Fontana, Colton, and Jurupa Valley; and unincorporated areas of San Bernardino County, including the community of Bloomington. West Valley's service area overlaps the service areas of two SWP contractors, Metropolitan and San Bernardino Valley.

E. Rubidoux is a California community services district providing retail potable water, non-potable water, sewer collection and treatment, solid waste collection, fire protection services, street lighting, and weed abatement services to approximately 40,000 customers in its service area located in the City of Jurupa Valley. Rubidoux is within the service area of Western but currently has no connection to imported water supplies and is reliant solely on local groundwater sources.

F. The Parties desire to enter into this Agreement in order to provide water to Rubidoux for use within Western's service area (which is also within Metropolitan's service area).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the representations which are incorporated herein by this reference, warranties, covenants, and agreements contained in this Agreement and for other good and valuable consideration, the Parties hereby agree to the following terms and conditions of this Agreement.

1. Requests for Water. Rubidoux will coordinate with San Bernardino Valley, West Valley, and Western on determining the monthly amount of imported water Rubidoux needs from Metropolitan. After coordinating, Western will request delivery of the water from Metropolitan in accordance with Sections 2 through 4 below, inclusive. The requested water must be used within Metropolitan's service area.

2. Metropolitan Deliveries. To the extent there is sufficient unused capacity in the San Gabriel Valley Devil Canyon-Azusa Pipeline, Metropolitan will request San Bernardino Valley to deliver Metropolitan supplies equal to Rubidoux's requested amount to San Bernardino Valley's connection (Lytle Creek, Station, 1747+00) on the San Gabriel Valley Devil Canyon –

Azusa Pipeline. The maximum amount of water that Rubidoux can receive from Metropolitan under this Agreement during a calendar year is 2,000 acre-feet.

3. San Bernardino Valley Deliveries. San Bernardino Valley will deliver the water that it receives pursuant to Section 2 to West Valley.

4. West Valley Deliveries. West Valley will treat the water and deliver the water to Rubidoux through an interconnection, per terms identified in a separate operating agreement between West Valley and Rubidoux, for use within Western's service area by Rubidoux ("Operating Agreement").

5. Interconnection and Meter. The interconnection between West Valley and Rubidoux will be constructed at no cost to Metropolitan and will be metered in accordance with Metropolitan standards for new service connections, as set forth in Metropolitan's Administrative Code, commencing with Section 4400, Classification and Rates, Section 4500, Water Service Regulations and any other applicable provisions of the Code, as amended from time to time ("Metropolitan's Administrative Code"). More specifically, the Parties shall comply with Metropolitan's meter calibration and standards, which are outlined in the Final Plans, dated December 4, 2023, the Final Specifications, dated December 18, 2023, and the Operational Agreement between West Valley and Rubidoux. As set forth in Metropolitan's Administrative Code, Metropolitan reserves the right to request verification of meter billing records, meter calibration records, meter discrepancy reports, and request necessary repairs/replacements in the event of meter or billing discrepancies. The Parties shall calibrate all meters used for billing purposes a minimum of every six months. The Parties shall be responsible for investigating meter discrepancies that fall within their respective ownership to identify and correct the root cause of such discrepancies.

6. Bi-directional flows. The Parties acknowledge that the interconnection may provide for bi-directional flows, and further acknowledge that this Agreement does not address that issue. Any future proposals for bi-directional flows from Rubidoux to West Valley through the meter will require further agreement amongst the Parties, and is not allowed without prior written approval from Metropolitan.

7. Coordination. The Parties agree to coordinate to develop procedures for the ongoing operation of this Agreement.

8. Monthly Amounts. Rubidoux will provide Metropolitan, San Bernardino Valley,

Western, and West Valley with a monthly meter read report of the amounts delivered by 3:00 p.m. on the fifth business day after the end of the month to account for the supplies. Reconciliation of water deliveries will be allowed in subsequent monthly accounting.

9. Billing and Payment. Western will pay Metropolitan's rate for full service untreated water in effect at the time of the delivery of the water to San Bernardino Valley's connection for use by Rubidoux within Western's service area. The delivery is subject to the capacity charge, readiness-to-serve charge, and all volumetric water rates then in effect, in the same manner as deliveries made to Western through Metropolitan's distribution system and connections. Metropolitan will bill Western, and Western will pay Metropolitan, in accordance with the billing and payment provisions of Metropolitan's Administrative Code, as amended over time. Rubidoux will reimburse Western for all payments Western makes to Metropolitan under this Agreement. San Bernardino Valley and West Valley shall have no responsibility for the cost of water delivered to San Bernardino Valley's connection for use within Western's service area by Rubidoux. Metropolitan is not responsible for paying any costs under this Agreement.

10. Water Use Restrictions. During a time when the Department of Water Resources is administering SWP allocations pursuant to Article 18a of the Water Supply Contracts, or during a time when Metropolitan's Board of Directors has declared that a regional shortage is in effect, the same guidelines, procedures, and limitations that Metropolitan applies to its Member Agencies, including, but not limited to, water supply allocation surcharges, volumetric limits, outdoor watering restrictions, or other response actions to preserve supplies in times of shortages, will apply to deliveries made pursuant to this Agreement.

11. Department of Water Resources. Metropolitan will be responsible for any Department of Water Resources charges for the State Water Project supplies delivered to San Bernardino Valley's connection under this Agreement.

12. Term. Upon execution, this Agreement is effective as of 6/11/2024 and terminates on November 4, 2035.

13. Cancellation. Notwithstanding Section 8, any Party may terminate this Agreement by providing at least 30 days written notice to all the other Parties provided that the notifying party is not in default under this Agreement.

14. Liability and Indemnification. Liability and indemnification shall be governed by

section 4502 of Metropolitan's Administrative Code. San Bernardino Valley, West Valley, and Rubidoux each agree to the provisions of section 4502 of Metropolitan's Administrative Code, which provisions are incorporated here by this reference, and agree to its enforceability by or against each of them under this Agreement in the same manner and to the same extent as that section applies to Western.

15. No Third-Party Rights. This Agreement is made solely for the benefit of the Parties and their respective permitted successors and assigns (if any). Except for such a permitted successor or assign, no other person or entity may have or acquire any right by virtue of this Agreement.

16. Ambiguities. Each Party and its counsel have participated fully in the drafting, review and revision of this Agreement. No rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall be applied in the interpretation of this Agreement or any amendments or modifications thereof.

17. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the Agreement among the Parties pertaining to the subject matter and supersedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement.

18. Signature. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. All Parties will receive an executed copy of this Agreement via DocuSign after all Parties have signed.

19. Relationship of Parties. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or any other similar arrangement among any of the Parties. No Party to this Agreement shall be deemed to be a representative, an agent or an employee of any other Party. Unless otherwise expressly specified in this Agreement, no Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of any other Party, nor bind any other Party in any respect, without the specific prior written authorization of another Party. The obligations of the Parties shall be several and not joint.

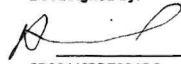
20. Amendments. No change, amendment or modification of this Agreement shall be

valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by all Parties.

21. Time of the Essence. Time is of the essence in the execution and performance of this Agreement.


[signatures on following page]

**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

DocuSigned by:

5D324428BF81CC
Adel Hagekhalil
General Manager

6/11/2024

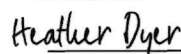
Dated

APPROVED AS TO FORM:
DocuSigned by:

FBF67E2A2235400...
Marcia L. Scully
General Counsel

5/16/2024

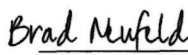
Dated

**SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT**

DocuSigned by:

120724891F2C1D
Heather Dyer
Chief Executive Officer / General Manager

4/30/2024

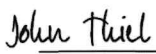
Dated

APPROVED AS TO FORM:
DocuSigned by:

4E2171E12A84E8...
Brad Neufeld
General Counsel

4/18/2024

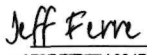
Dated

WEST VALLEY WATER DISTRICT

DocuSigned by:

14A27348529D1C7...
John Thiel
General Manager

5/14/2024

Dated

APPROVED AS TO FORM:
DocuSigned by:

679E07D7A334ZD...
Jeff Fenn
General Counsel

5/1/2024

Dated

WESTERN MUNICIPAL WATER DISTRICT

DocuSigned by:
Craig Miller
40C833418BFC1F1
Craig Miller
General Manager

4/15/2024

Dated

APPROVED AS TO FORM:

DocuSigned by:
Jeff Ballinger
965A1190C8E187
Jeff Ballinger
Legal Counsel

4/11/2024

Dated

RUBIDOUX COMMUNITY SERVICES DISTRICT

DocuSigned by:
Brian Laddusaw
ED35E2306214F4
Brian Laddusaw
General Manager

5/16/2024

Dated

APPROVED AS TO FORM:

DocuSigned by:
John Harper
4DD311318D04F5
John Harper
Legal Counsel

5/14/2024

Dated

Exhibit D

WEST VALLEY WATER DISTRICT WHEELING RATE METHODOLOGY

Consistent with Section 1.21 of this Agreement, RCSD agrees to pay WVWD a per acre-foot charge for each acre-foot of water delivered to RCSD wheeled through WVWD's system delivered by MWD. This wheeling charge includes all costs WVWD incurs related to deliveries of water to RCSD. For Fiscal Year 2024-25(July 1, 2024 through June 30, 2025) the agreed upon wheeling charge is \$411/acre-foot. This is based on the following provided by WVWD:

	FY 2024/25 Operating Budget Roemer	
Salaries and Benefits	\$	652,287
O&M for 7.2 MGD*	\$	1,075,020
Total Expenses	\$	1,727,307
Water Treated (AF)		8,065 (7.2 MGD = 8,065 AF)
	\$	214 per AF
Pipeline R&R Cost	\$	31
Roemer WFF	\$	165
	\$	411 per AF

*GL Account 100-5390 - Water Treatment Budget,
minus arsenic related items and half of the
electricity and chemical costs at the Roemer.

To meet RCSD deliveries, WVWD will receive untreated MWD into their system at quantities requested by RCSD and treat the water at its Roemer WTP. The above spreadsheet shows costs related to water treatment at the Roemer WTP are used to determine the cost per acre-foot rate.

Summary:

1. Wheeling rate for FY 24-25 is \$411/acre-foot.
2. The wheeling rate will increase each July 1 based on the increase in the annual average from the prior year 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.
3. WVWD and RCSD agree the wheeling rate methodology is subject to reopening should any of the following occurs:
 - a. No deliveries of water from WVWD to RCSD occurs for five (5) years or more.
 - b. The annual wheeling rate increase as discussed above (Summary Item 2) is proposed to be in excess of 8% as compared to the prior year wheeling rate.
 - c. Either party to this Agreement declares there are substantive changes in their water system operation. Examples of this may include changes in staffing or treatment changes to meet newly enacted regulatory requirements.

9. **DIRECTORS COMMENTS AND REQUESTS**

10. NEXT MEETING

Thursday, October 3, 2024, at 4:00 p.m.

11. ADJOURNMENT