CITY OF REDLANDS
CITY COUNCIL
SUCCESSOR AGENCY

A G E N D A S

APRIL 4, 2023

EDDIE TEJEDA
Mayor

PAUL T. BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MARIO SAUCEDO
Council Member

***

JEANNE DONALDSON
City Clerk

ROBERT DAWES
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

5:00 p.m. Open Public Meeting, Public Comment (Closed Session)
6:00 p.m. Open Session (Public Meeting)
* * *
City Council Chambers
Civic Center, 35 Cajon Street, Redlands, California

A G E N D A

The following information comprises the agenda for the regular meetings of the City Council of the City of Redlands and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, APRIL 4, 2023

To join via Zoom on a computer, laptop, or smart device
Please visit www.zoom.us, click on Join a Meeting
Enter the **Meeting ID 824 4618 0187**, then run the Zoom launcher
To join via Zoom with audio only (cell phone or landline):
Dial **1-877-853-5247**
Enter the **Meeting ID 824 4618 0187**

Should the City lose connectivity on Zoom, we will halt the meeting until it can be restored. To check on the status of remote connectivity in the event of an outage, go to the City's website at www.cityofredlands.org or to the City's Facebook page at @CityofRedlands or the Instagram page at @CityofRedlands_CityHall.

In the event the City cannot reestablish Zoom connectivity in a reasonable amount of time, the mayor will adjourn the meeting to a future date.

***PLEASE NOTE**:* Anyone desiring to speak on an agendized item at this meeting may do so during the consideration of that item. Due to time constraints and the number of persons who may wish to give oral testimony, public comments will be limited to three (3) minutes.

- **To provide comment while participating from Council Chambers:**
  - Although it is not required, speakers are encouraged to submit a "Speaker Sign Up Sheet" before the meeting is convened. Forms are available in the Office of the City Clerk or in Council Chambers.
  - After the meeting has convened, you may place the speaker form in the basket at the table along the north wall of the Chambers. Please do not disturb the City Clerk while the meeting is in progress.
- **To provide comment through Zoom (on a computer, laptop, or smart device)**:
  - Click the "Raise Hand" button and the moderator will unmute you when it is your turn to speak
- **To provide comment via audio only (cell phone or landline)**:
  - Dial *9 to "Raise Hand". The moderator will identify you by your area code and last 3 numbers of your telephone number when it is your turn to speak.

PLEASE SILENCE CELL PHONES, PAGERS AND OTHER ELECTRONIC COMMUNICATION DEVICES UPON ENTERING THE CHAMBERS

5:00 P.M.

A. **Call City Council Meeting to Order.**

B. **Recess until 6:00 P.M. Open Session**
(There are no Closed Session matters)

6:00 P.M.

C. **Reconvene City Council Meeting**

D. ***Invocation by Mayor Pro Tem Barich***
Pledge of Allegiance by the Student Lighthouse Team of Bryn Mawr Elementary School
(In keeping with long-standing traditions of legislative invocations, this City Council meeting may include a brief invocation. Such invocations are not intended to proselytize or advance any one, or to disparage any other, faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.)

E. **Presentations**

1. Redlands Pet Adoption (Redlands Animal Services)

2. Teacher of Excellence certificates presented to Ana Aguirre, Jennifer Baldwin, Krista Burgess, and Andrea Jessup of Redlands Unified School District (Mayor Tejeda)

3. DMV/Donate Life California proclamation presented to John VanCampen, representing One Legacy (Mayor Tejeda)

4. Dolores Huerta Day proclamation presented to Connie Aguirre, Dolores Cortez, Maria Pilar Lara, and Jessie Agnus Lara (Council Member Saucedo)

F. **Public Comment - City Council**
(At this time, the City Council will provide an opportunity for the public to address them on any subject, within the jurisdiction of the City Council, which is not already scheduled on this agenda. However, any matter that requires action will be referred to staff for a report and possible action at a subsequent meeting. Comments will be limited to three {3} minutes.)

G. **Consent Calendar**
(The following routine items have been recommended for approval and will be acted upon simultaneously unless separate discussion and/or action is requested by a Councilmember or a member of the audience.)

1. Approve minutes of the regular meeting of March 21, 2023 (City Clerk Donaldson)

2. Authorize issuance of a proclamation declaring the month of April, 2023 as National Donate Life Month (Mayor Tejeda)

3. Authorize issuance of a proclamation declaring April 22, 2023, as Earth Day (Mayor Tejeda)

4. Authorize issuance of a proclamation declaring the month of April 2023 as Arts, Culture, and Creativity Month (Mayor Tejeda)

Recycled Paper

5. Authorize issuance of a proclamation declaring April 10, 2023, as Dolores Huerta Day (Mayor Tejeda and Council Member Saucedo)

6. Approve recommendation for appointment to the Citizens' Measure T Oversight Committee (Council Member Saucedo)

7. Authorize Mayor Tejeda to sign a letter on behalf of the City of Redlands in support of AB 1000 Good Neighbor Policy (Assistant City Manager McConnell)

8. Reject all bids received for Water and Wastewater Laboratory Services and direct staff to solicit new bids (Municipal Utilities and Engineering Director Harris)

9. Report regarding Emergency Resolution No. 8065 proclaiming the existence of a local emergency in response to COVID-19 (Coronavirus Disease 2019) (Fire Chief Sessler)

10. Adopt Resolution No. 8455 establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2023-2024 (Fire Chief Sessler)

11. Adopt Resolution No. 8454 declaring the City Council's intention to vacate excess street right-of-way (Street Vacation No. 189) that is 30 feet in width and approximately 927 feet in length, and totaling approximately 28,805 square feet in area, located on the north side of Edgemont Drive along the property frontages of 212 and 226 Edgemont Drive (APNs: 0294-141-33-0000 and 0294-141-12-0000). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

12. Adopt Resolution No. 8458 for a new connection to the City of Redlands water distribution system and sewer collection system at 1231 Ansley Lane in the unincorporated community of Mentone, Tract 13514, Lot 7, Outside City Case No. 23-01, and determine that the Resolution is exempt from environmental review pursuant to Sections 15303(a) and 15319(b) of the California Environment Quality Act (CEQA) guidelines (Development Services Director Desatnik)

13. Adopt Resolution No. 8456 relating to Pre-Annexation Agreement No. 23-01 for the provision of water service to a vacant lot for a water connection and sewer connection for a proposed single-family residence on a vacant parcel located at 1231 Ansley Lane in the unincorporated community of Mentone, (APN: 029-391-07-0000) and determine that approval of this resolution is exempt from environmental review pursuant to Sections 15319 and 15303(d) of the California Environmental Quality Act (CEQA) guidelines (Development Services Director Desatnik)

14. Adopt Resolution No. 8459 for a new connection to the City of Redlands water distribution system and sewer collection system at 1235 Ansley Lane in the unincorporated community of Mentone, Tract 13514, Lot 8, Outside City Case No. 23-02, and determine that the Resolution is exempt from environmental review pursuant to Sections 15303(a) and 15319(b) of the California Environment Quality Act (CEQA) guidelines (Development Services Director Desatnik)

15. Adopt Resolution No. 8457 relating to Pre-Annexation Agreement No. 23-02 for the provision of water and sewer service to a vacant lot for a proposed single-family residence on a vacant parcel located at 1235 Ansley Lane in the unincorporated community of Mentone, (APN: 029-391-08-0000) and determine that adoption of this Resolution is exempt from environmental review pursuant to Sections 15319 and 15303(d) of the California Environmental Quality Act (CEQA) guidelines (Development Services Director Desatnik)

16. Authorize Mayor Tejeda to sign a letter on behalf of the City of Redlands in support of AB 1708 (Assistant City Manager McConnell)

H. **Communications**

1. Presentation by Accelerate Neighborhood Climate Action (ANCA) on the plans for the April 22, Earth Day event. The celebration of Earth Day this year is called "A Day of Climate Action in the Redlands", and includes 25 climate action projects and activities. The Earth Day proclamation will also be presented to Richard Corneille of ANCA (Mayor Tejeda)

I. **New Business**

1. Consideration and Re-introduction of ORDINANCE No. 2922, AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING, and a determination that the ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

2. Consideration of Resolution No. 8460 regarding Approval of National Opioids Settlement Agreements with Allergan, CVS, Teva, Walgreens, and Walmart (City Attorney Abich Garcia)

J. **Public Hearing**

1. ORDINANCE NO. 2955 -AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE, CHAPTER 18.156, IMPLEMENTING NEW WAREHOUSE DEVELOPMENT STANDARDS, AND AMENDING OTHER CHAPTERS OF TITLE 18 TO REQUIRE A CONDITIONAL USE PERMIT FOR NEW WAREHOUSE DEVELOPMENT PROJECTS, AS DEFINED, IN THE COMMERCIAL INDUSTRIAL (C-M), LIGHT INDUSTRIAL (M-1), GENERAL INDUSTRIAL (M-2), AND INDUSTRIAL (I-P) ZONING DISTRICTS.

   (Mayor to declare meeting open as a public hearing)

   a. Consideration of a determination of exemption pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the California Environmental Quality Act Guidelines.

   b. Public Hearing to consider Ordinance No. 2955 for Ordinance Text Amendment No. 365 to amend Title 18 (Zoning Regulations) of the Redlands Municipal Code to establish new development standards and operating standards for warehouse development projects within the City of Redlands, and require a Conditional Use Permit for new warehouse development projects in the Commercial Manufacturing (C-M), Light Industrial (M-1), General Industrial (M-2), and Industrial (I-P) zones.

      (Development Services Director Desatnik)

K. **Individual Council Member Announcements and/or Reports on Activities**
(No collective discussion or action.)

L. **Adjournment**
The next regular meeting of the City Council will be held on April 18, 2023

M. **Successor Agency of the former Redevelopment Agency of the City of Redlands**

1. Call regular meeting of the Successor Agency Board of Directors to order.

2. **Public Comment**
(At this time, the Agency Board will provide an opportunity for the public to address them on any subject, within the jurisdiction of the Successor Agency of the former Redevelopment Agency of the City of Redlands, which is not already scheduled on this agenda. However, any matter that requires action will be referred to staff for a report and possible action at a subsequent meeting. Comments will be limited to three {3} minutes.)

3. Approve minutes of the regular meeting of March 7, 2023 (Secretary Donaldson)

4. Adjourn Successor Agency Board of Directors' meeting
The next regular meeting of the Agency will be held on May 2, 2023

If you challenge any proposed development entitlement listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Goutam Dobey, of the Municipal Utilities and Engineering Department at (909) 798-7584 ext 2. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

(28 CFR 35.102-35.104 ADA Title II)

Any writings or documents distributed to a majority of the City Council regarding an open session agenda item less than 72 hours before this meeting are available for public inspection at the City Clerk's Office or at the dais of the City Clerk once the open session begins.

Staff reports or other written documentation relating to items referred to on the agenda are available at the A. K. Smiley Public Library, 125 West Vine Street, Redlands, California, and on the City's website referenced below.

Regular meetings are televised live on Redlands TV Channel 3 (Spectrum) and Channel 35 (Frontier) and re-broadcast at 7:00 P.M. the following Wednesday, Friday and Sunday; and at 9:00 A.M. Thursday, Saturday and Monday. Meetings are also streamed live and archived for later viewing on demand on the City's website at www.cityofredlands.org. Agendas, staff reports and minutes of the City Council of the City of Redlands are available online at: www.cityofredlands.org.

City Council/Successor Agency Meeting **G. 1.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of March 21, 2023 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of March 21, 2023.

Attachments

Regular meeting minutes of March 21, 2023

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on March 21, 2023 at 5:00 P.M.

Present:	Eddie Tejeda, Mayor Paul Barich, Mayor Pro Tempore Denise Davis, Council Member Mario Saucedo, Council Member
Absent:	Jenna Guzman-Lowery, Council Member
Staff:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Interim Police Chief

Mayor Tejeda called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
Three Cases:

a. City of Redlands v. Coyote Aviation, Inc., San Bernardino Superior Court, Case No. LLTVA2200544

b. Allen v. City of Redlands, San Bernardino Superior Court, Case No. CIVDS1908766

c. Alvarado-Salcido v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2218452

Conference with real property negotiators - Government Code §54956.8
(Assistant City Manager Boatman)

Property:	204 E. Redlands Blvd (APN 0171-071-08-0000); 180 Ninth Street (APN 0171-088-06-0000, APN 0171-088-07-0000); 160 Ninth Street (APN 0171-088-05-0000)
Agency Negotiators:	Charles M. Duggan, Jr. City Manager; Chris Boatman, Assistant City Manager
Negotiating Party:	Lance Lenhert, Redlands Community Investment Group
Under Negotiation:	Terms of payment and price of possible purchase of property by City

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Saucedo followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

City Attorney Garcia announced that no reportable action was taken during the closed session.

PRESENTATIONS

Cesar E. Chavez Day Proclamation

Council Member Saucedo presented a Proclamation declaring March 31, 2023 as Cesar E. Chavez Day in the City of Redlands to Jerry Coyazo, and the Hispanic Caucus Teamster Local No. 1932.

PUBLIC COMMENT

Climate Action Plan Update - Richard Corneille, representing Accelerate Neighborhood Climate Action (ANCA) recommended it was time for the Council to review and update the City's Climate Action Plan, approved over five years ago in December of 2017.

Teamsters Support - Seventeen City employees briefly introduced themselves to the City Council, explaining they proudly represented the Teamsters Local 1932 Redlands Chapter. One hundred additional Teamsters were present in the Chambers in support of those who spoke: Julian Gonzalez, Andy Velasquez, Christopher Luis, Shari Haynes, Laura Loubriel, Jasmine Orozco Clark, Richard Vargas, John Coyazo, Ignacio Luis, Gregory Mishodek, Rob Briceno, Marcos Salis, Edgar Reyes, Sammy Moreno, Royal Sorrell, Mario Monreal and Conrad Calbes.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the regular meeting minutes of March 7, 2023, and the special meeting minutes of March 13, 2023.

Vote: 4 - 0 Passed

Proclamation Cesar E. Chavez Day

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the issuance of a proclamation declaring March 31, 2023, as Cesar E. Chavez Day.

Vote: 4 - 0 Passed

Street Tree Committee Appointment

As public comment, Andy Hoder requested the City consider revising the policy related to filling vacancies on Commissions, Boards and Committees.

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council appointed, by roll call vote, Katherine Vienne to serve the remainder of a four-year term on the Street Tree Committee ending February 16, 2027.

Vote: 4 - 0 Passed

Airport Advisory Board Appointment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, Dennis Nodine to serve the remainder of a four-year term on the Airport Advisory Board ending May 1, 2025.

Vote: 4 - 0 Passed

Ordinance No. 2956 EV Parking

Interim Chief Tolber explained that Ordinance No. 2956 would provide the Police Department with the means to enforce and prohibit non-electric vehicles from parking in designated electric vehicle charging spots. As public comment, Joshua David Hall complained that electric vehicles were not good for the planet and emit more pollution than standard vehicles.

On motion of Council Member Denise Davis, seconded by Council Member Mario Saucedo, the City Council adopted, by roll call vote, Ordinance No. 2956, adding Chapter 10.70 to the Redlands Municipal Code to prohibit non-electric vehicles from parking in designated electric vehicle charging spots.

Vote: 4 - 0 Passed

Fire Service Instruction Training

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Inter-Agency Instruction Services Agreement with the San Bernardino Community College District for Fire Service Instruction Training by the Redlands Fire Department at the Crafton Hills College site for a five-year term beginning July 1, 2023, to June 30, 2028.

Vote: 4 - 0 Passed

Resolution No. 8450 Intent to Vacate

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8450, declaring its intention to vacate a portion of Reservoir Road, consisting of approximately 1,317 linear feet of public right-of-way, adjacent to the frontage of the vacant parcel located at the northwest corner of Reservoir Road and Wabash Avenue (APN: 0174-281-13-0000) as submitted by property owner Terracina Recovery, LLC. The proposed vacation of public right-of-way is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

Vote: 4 - 0 Passed

SB County Cooperative Agreement Amendment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of Amendment No. 1 to the Cooperative Agreement with the County of San Bernardino for paving rehabilitation work is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; and approved Amendment No. 1 to the Cooperative Agreement with the County of San Bernardino for paving rehabilitation work. Amendment No. 1 will increase the City's cost share obligation from $80,000 to $176,250, which includes $35,250 that will only be expended if additional unanticipated project costs arise. Based on recent construction cost trends, staff agrees that this increase is reasonable and necessary to ensure these City street rights-of-way are appropriately maintained.

Vote: 4 - 0 Passed

Homeland Security Grant Program Funding Award

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council accepted, by roll call vote, the 2020 Homeland Security Grant Program Funding award in the amount of $21,209 for the purchase of mobile radios; and authorized an additional appropriation for the same.

Vote: 4 - 0 Passed

Resolution No. 8432 Surplus Lands Annual Report

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, Resolution No. 8432 to receive an annual report of City of Redlands surplus lands; and determined that approval of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.

Vote: 4 - 0 Passed

Redlands Bicycle Classic In-Kind Request

Assistant City Manager Boatman introduced a request for in-kind support related to the Redlands Bicycle Classic event hosted by the Redlands Bicycle Classic Inc. to be held on April 14 through April 16, 2023. As public comment, Dennis Bell stated this in-kind request of $92,524 should not be on the Consent Calendar, the excessively large request should not be granted and the attendance numbers in the staff report were inflated. Debbie Kitchen expressed her support of the Classic, adding the event brought tremendous value to the City by drawing large crowds of people, filling hotels and restaurants throughout the town. Mayor Pro Tem Barich pointed out the City benefits from the collection of the Transient Occupancy Tax as a source of revenue, as well.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, the authorization for the sale and consumption of alcoholic beverages during the Redlands Bicycle Classic to be held April 14 through April 16, 2023, is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the State’s guidelines implementing the California Environmental Quality Act; authorized and approved a request for in-kind support in the amount of $92,524 related to this event; authorized the temporary street closures related to the event; and authorized the sale and consumption of alcoholic beverages during The Redlands Bicycle Classic event to be held on April 14, 2023, through April 16, 2023.

Vote: 4 - 0 Passed

MOU HumanGood

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Memoranda of Understanding between HumanGood and the City of Redlands to provide preference for homeless elderly for certain units at Casa de la Vista and Fern Lodge Senior apartments within the City of Redlands.

Vote: 4 - 0 Passed

COMMUNICATIONS

Library Board Annual Report

Board President William Hatfield provided the annual report of the Library Board of Trustees with an update of accomplishments, and he pointed out that providing a wide range of entertainment and educational programming has become an increasingly important part of their responsibilities. A partial list of activities included everything from computer literacy classes, history lectures, and job hunt workshops, to K Pop polco parties, virtual reality sessions, and a stuffed animal sleepover. In July, they began Smiley Live!, a series of monthly musical concerts ranging from the blues to bluegrass, that has attracted a strong following. Four separate programs were held to commemorate Black History Month, and the Library will again be taking part in the city's recognition of Cesar Chavez and Dolores Huerta. Adult literacy volunteer tutors were once again able to provide one-on-one instruction to over eighty adult learners in the community. Smiley Heritage Tours resumed their traditional bus tours of Redlands cultural sites for all RUSD fourth graders. And he was proud to announce that to help chart their path forward, the Library secured the services of MJ Gomez Associates to assist with developing a 5-year strategic plan for the Library. He thanked the City for their support and gave special thanks to the great library staff, who made this all possible.

Measure T Citizens' Oversight Committee Annual Report

Management Services/Finance Director Garcia introduced Chairperson Toni Momberger to present the annual report of the Measure T Citizens' Oversight Committee. The Committee provides oversight of Measure T sales tax revenue, and the Report covered the fiscal year beginning July 1, 2021 through June 30, 2022. Actual Measure T revenues exceeded budget primarily due to the conservative approach in budgeting major tax revenues to compensate for the impact of the COVID19 pandemic and general economic recovery. The passage of Measure T has continued to stabilize the City budget and allowed the City to deliver on the expectations and desires of our community. This includes efforts towards enhanced services in public safety and infrastructure maintenance, as well as bringing back Library hours to pre-COVID levels and restoring general maintenance contracts for park and street upkeep. Measure T has allowed for significant investments in park improvements, fleet and heavy equipment replacement, and the addition of staff to enhance service delivery.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council approved, by roll call vote, to receive and file the Annual Report from the Measure T Citizens' Oversight Committee for FY 2021-22.

Vote: 4 - 0 Passed

Water Conservation National Mayors Challenge

Municipal Utilities and Engineering Director Harris provided background on the National Mayors Challenge and explained the Challenge was a Water Conservation campaign to engage residents in water-saving activities. Participants make various water conservation pledges (i.e., taking shorter showers, reducing lawn irrigation, etc.) and the cumulative annual water savings is estimated. Cities "compete" within population categories nationwide and participants are eligible for prizes. He encouraged everyone to sign up and participate.

NEW BUSINESS

Purchase and Sale Agreement Sunset Reservoir Site

Municipal Utilities and Engineering Director Harris offered details of a Purchase and Sale Agreement with Cathy Macknet, Mark Macknet, and Kenneth Macknet for the acquisition of property located at the top of Sunset Drive and Helen Court for $1,400,000. The Macknet family proposal offers a rare opportunity for the City to mitigate the impact of future drought conditions by expanding water storage capacity at the City's second highest pressure zone. Purchasing these parcels will allow a new reservoir to be constructed east of the Sunset Reservoir prior to demolishing the existing reservoir, avoiding the need to install a temporary reservoir and reducing construction costs by approximately $2.5M. Purchasing these parcels will also allow for termination of the Lease Agreement resulting in an annual savings of $18,000.

On motion of Mayor Eddie Tejeda, seconded by Mayor Pro Tempore Paul Barich, the City Council determined, by roll call vote, that approval of a Purchase and Sale Agreement with Cathy Macknet, Mark Macknet, and Kenneth Macknet for APN 0300-451-13-0000, APN 0300-451-14-0000, APN 0300-451-24-0000, and APN 0300-451-25-0000 for $1,400,000 is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act; approved the Purchase and Sale Agreement with Cathy Macknet, Mark Macknet, and Kenneth Macknet for the acquisition of APN 0300-451-13-0000, APN 0300-451-14-0000, APN 0300-451-24-0000, and APN 0300-451-25-0000 for $1,400,000; and authorized the Mayor to execute the contract documents.

Vote: 4 - 0 Passed

Resolution No. 8439 Flag Display Policy

City Attorney Garcia reviewed Resolution No. 8439 amending the display policy for the United States, State, local and other flags to authorize the flying of the Rainbow Pride Flag at City Hall in the month of June. She addressed the importance of considering the First Amendment implications of such an amendment. Under the “government speech doctrine”, if the City has a written policy with clear guidelines, it may select which flags it wishes to fly as an expression of its own speech on city-owned flag poles, so long as the City does not endorse religion or encourage a certain vote in an election. Currently, the City’s Flag Display Policy only permits the flying of the flags of the U.S., State of California, City of Redlands and the POW/MIA flag.

As public comment, Joshua David Hall, Andrea Ramirez, audience member Kelly and zoom attendee "RH" voiced opposition to flying the Pride flag and, if approved, they thought the City was excluding other groups and other communities from participating at this level. Ruth Cook, Toni Momberger, Jennifer Kim and Dr. Traci Lowenthal urged the Council to authorize the Pride flag be flown in June as a visible sign the City protects and supports the queer community.

Council Member Saucedo was concerned the new policy might create confusion and he thought the City did not need to fly a flag to prove it was inclusive to all groups. Mayor Pro Tem Barich was worried about setting the wrong precedent and potentially opening the door to other groups demanding the City amend its policy to fly their flag. Council Member Davis stressed the importance of creating a safe environment that promotes inclusivity and allows all members of the community a place to feel welcome. Mayor Tejeda stated the new policy demonstrated the City's support of the LGBTQ community, and he hoped that in the future, the City might consider amending the policy to acknowledge other groups, such as members from the Hispanic, Black and or Tribal communities. With a potential vote split evenly, Council Members agreed to continue

the matter to the next regular meeting scheduled for April 4, 2023.

Ordinance No. 2922 Sidewalk Vendors

Assistant City Manager Boatman summarized Ordinance No. 2922 adding Chapter 12.45 and amending Chapter 12.44 of the Redlands Municipal Code to establish regulations governing sidewalk vendors within City limits and explained that in 2018, the State Legislature passed Senate Bill 946 which prohibits cities from banning sidewalk vending outright or from otherwise restricting sidewalk vendors in the public right-of-way and in public parks. In recent years, the City has seen a trend in the operation of sidewalk vendors within City limits. Some vendors have risked the health and safety of the public by creating traffic hazards and operating without appropriate health or food handling permits. In April 2021, city staff prepared and drafted an ordinance for the City Council's consideration that established regulations for such use. However, the ordinance was never adopted. At the request of Mayor Tejeda, the ordinance for consideration tonight, includes revisions and recommendations to the original draft.

As public comment, Andrea Ramirez requested the Council codify the proposed ordinance to protect the public's health and safety and require vendors to comply with all state, county and city regulations. David Friedman suggested the City may want to speak with representatives of the Inland Coalition for Immigrant Justice (ICIJ), an organization which provides advocacy and serves the immigrant community. Council Members asked staff for clarification on certain points related to enforcement and then offered their personal perspectives. Council Member Davis thought having a conversation with the ICIJ could be useful and she pushed her colleagues to hold off deciding on the matter tonight. Council Member Saucedo stated he supported the proposed code to protect both the public and the vendor and provide the City with some local control.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council introduced, by roll call vote, Ordinance No. 2922 adding Chapter 12.45 and amending Chapter 12.44 of the Redlands Municipal Code to establish regulations governing sidewalk vendors within City limits and determine that the Ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 3 - 1 Passed

NAY: Council Member Denise Davis

Redlands Downtown Market

Assistant City Manager Boatman provided background of the Redlands Downtown Market, explaining that the Market had shifted and was now offered on Saturday mornings, with an opening on March 4, 2023, on State Street, between Orange Street and 7th Street. The opening day included a farmers market, traditional vendors, food vendors, and family activities. After business owners voiced concerns about the market, two informal meetings were held, allowing for an open dialogue with the Mayor and city staff able to hear their feedback.

Different locations were presented as options to relocate the Downtown Market. The preferred alternative would relocate the market to Citrus Avenue between Eureka Street and Orange Street, and on Orange Street, between Citrus Avenue and State Street. Several benefits of this location

were listed and included, parking on and adjacent to State Street would be reopened, farmers market vendors would be located on Orange Street, traditional vendors would be located on Citrus Avenue to minimize impacts to East State Street, and southbound traffic on Orange would be diverted up E. State Street, thereby creating increased visibility to downtown businesses.

As public comment, Evan Sanford, representing the Chamber of Commerce, presented the results of a survey conducted of Chamber members with the biggest challenge being lack of customer and employee parking. Dennis Bell wondered why we even needed a market any longer. Market vendors Dennis Chavez, Adrineh, Ian Trager and Rhonda preferred the State Street location and urged the Council to give it more time before making any changes. Audience member Kelly questioned why business owners were so upset about losing only three hours of their Saturday. David Friedman and Tansu Phillip pointed out that having the market on State Street provided a beautiful, inviting backdrop, well suited for families. Samantha Nicole, a downtown business owner downtown, said she preferred Option 1 on Citrus Street.

Debbie Kitchen stated the purpose of the Market was to bring people downtown and to grow the businesses, but the Saturday market takes away from the brick-and-mortar businesses. Esther Jacobson of Ozel Jeweler said the business owners were opposed to a Saturday market on State Street although they were willing to consider the Citrus location. Michael Eubanks, of Jacks Toys, added that his Saturday morning business had been negatively impacted but his Saturday afternoon sales had made up for the loss in the morning. Several vendors and business owners thought it was just too soon to fully understand how the Market will impact businesses.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council agreed to take no action on relocating the Downtown Morning Market to Citrus Avenue and Orange Street as described in the staff report, giving City staff more time to properly evaluate the Market impacts. The Market will continue in its current location.

Vote: 4 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Due to the late hour, there were no Council Member reports presented.

ADJOURNMENT

There being no further action required the meeting adjourned at 9:36 P.M. The next regular meeting of the City of Redlands City Council will be held on April 4, 2023.

City Council/Successor Agency Meeting **G. 2.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of April, 2023 as National Donate Life Month (Mayor Tejeda)

MOTION:

I move to authorize issuance of a proclamation declaring the month of April, 2023 as National Donate Life Month.

Attachments

National Donate Life Month April 2023

PROCLAMATION

National Donate Life Month 2023

WHEREAS, National Donate Life Month was established by Donate Life America and its partnering organizations in 2003. Observed in April each year, National Donate Life Month helps raise awareness about donation, encourages Americans to register as organ, eye, and tissue donors and to honor those that have saved lives through the gift of donation; and

WHEREAS, More than 100,000 individuals are waiting for lifesaving organ transplants and more than 20,000 Californians are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting for an organ transplant; and

WHEREAS, the need for donated organs is especially urgent in Hispanic and African American communities; and

WHEREAS, donation of tissue can save and heal the lives of more than 75 others; and

WHEREAS, organ donors saved more than 42,000 lives last year, the most ever; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of up to 75 others; and a single blood donation can help three people in need; and

WHEREAS, over seventeen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored; and

WHEREAS, any person can register to be an organ, eye and tissue donor regardless of age or medical conditions; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby proclaim the month of April, 2023 as National Donate Life Month in the City of Redlands and encourages its residents to check "YES" when applying for or renewing their DMV driver's license or I.D. Card at the DMV.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 4th day of April 2023.

Eddie Tejeda, Mayor

Attest:

Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **G. 3.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring April 22, 2023, as Earth Day (Mayor Tejeda)

MOTION:

I move to authorize the issuance of a Proclamation declaring April 22, 2023, as Earth Day.

Attachments

Earth Day Proclamation 2023

PROCLAMATION

Earth Day
A Day of Climate Action in Redlands

WHEREAS, climate change is no longer a far-off threat- it is already endangering human and natural environments around the world; and

WHEREAS, the United Nations has declared "human activities, principally through the emissions of greenhouse gases, have unequivocally caused global warming"; and

WHEREAS, global warming has the entire world facing extraordinary challenges, such as rising temperatures, global health issues, food and water shortages, rising sea levels, and economic struggles; and

WHEREAS, Earth Day is celebrated worldwide to raise awareness, educate us, and inspire us to take actions to conserve and heal mother earth; and

WHEREAS, the City of Redlands is committed to the sustainability of our community; and

WHEREAS, groups in Redlands are working to assist residents and businesses to achieve greater climate resiliency through educational programs, public policy, and grassroots action; and

WHEREAS, Redlands groups have planned projects on Earth Day to demonstrate to residents actions on how to reduce greenhouse gas emissions and become more resilient to the impacts of climate change.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim April 22, 2023 as *Earth Day - A Day of Climate Action in Redlands* and encourages residents, businesses, and institutions to take initial and ongoing actions to address climate change.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 4th day of April 2023.

Eddie Tejeda, Mayor

Attest:

Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **G. 4.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of April 2023 as Arts, Culture, and Creativity Month (Mayor Tejeda)

MOTION:

I move to authorize issuance of a proclamation declaring the month of April 2023 as Arts, Culture, and Creativity Month.

Attachments

Proclamation - Arts, Culture, and Creativity Month 2023

PROCLAMATION

Arts, Culture, and Creativity Month

WHEREAS, the City of Redlands celebrates the role that the arts and creativity play in helping us navigate the pandemic, amplify the need for racial equity, and highlight the power of the arts to change our lives for the better; and creates a positive economic impact for our city; and

WHEREAS, the City of Redlands Cultural Arts Commission works to support the arts and creativity in Redlands as an essential part of our thriving community through services including a rotating art on loan program, annual acquisitions, and public art projects, and builds relationships with local businesses to create inclusive arts opportunities; and

WHEREAS, the Redlands Cultural Arts Commission partners with the Arts Council of San Bernardino County, and additional local arts nonprofits to advance the arts and creativity in our City; and

WHEREAS, Arts, Culture and Creativity Month is the 5th annual statewide awareness and advocacy event that recognizes the crucial role of arts, culture, and creativity in the lives of everyone in California and Redlands; and

WHEREAS, the City of Redlands recognizes that the arts and creativity support student success and lifelong learning, provide key job skills, and bring joy to our community while strengthening our connections; and

WHEREAS, the City of Redlands values partnering with all our local nonprofits and the San Bernardino County Arts Council and state-level organizations to promote unified support for the arts and will continue to work with all local arts nonprofits and businesses for the betterment of the community; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim April 2023 as **Arts, Culture, and Creativity Month**, and encourages everyone to celebrate the power of the arts in our community.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 4th day of April 2023.

Eddie Tejeda, Mayor

Attest:

Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **G. 5.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring April 10, 2023, as Dolores Huerta Day (Mayor Tejeda and Council Member Saucedo)

MOTION:

I move to authorize issuance of a proclamation declaring April 10, 2023, as Dolores Huerta Day.

Attachments

Proclamation - Dolores Huerta Day 2023

PROCLAMATION

Dolores Huerta Day

WHEREAS, Dolores Huerta was born on April 10, 1930, in Dawson, New Mexico and spent most of her childhood and early adult life in Stockton, California with her two brothers and their mother following her parents' divorce; and

WHEREAS, her father, Juan Fernández, a farmworker and miner, was a union activist and her mother, Alicia Fernández, was active in numerous civic organizations as well as the church, using her 70-room hotel to provide housing to low-wage workers; and

WHEREAS, Dolores Huerta, in the service-oriented spirit of her parents, carried the torch of positive impact in her community, becoming both an organizer and activist and serving in the Stockton Chapter of the Community Service Organization (CSO) and founding the Agricultural Workers Association to better the lives of others; and

WHEREAS, upon meeting César Chávez, the two served and worked together as major voices in American History, founding the National Farm Workers Association to raise awareness to the plight and difficulties encountered by agricultural workers who were frequently exploited and unfairly treated; and

WHEREAS, Dolores Huerta is one of the most influential labor activists of the 20th century, becoming the first Latina inducted into the National Women's Hall of Fame in 1993 and being awarded the Presidential Medal of Freedom, the highest civilian award in the United States, in 2016, while also emerging as an inspiration and guiding light to many generations of women as an early trailblazer, a role model, heroine, a skilled organizer and tough negotiator; and

WHEREAS, Dolores Huerta is recognized in the City of Redlands as a voice that enacted positive change within the agricultural community, an industry intimately tied to the City's history and still an integral part of its social and economic fabric to this day, both through its heritage groves and its workers; and

WHEREAS, we also recognize, honor, and celebrate one of America's greatest champions for agricultural laborer rights and social justice, an individual whose lifelong commitment to justice for all and the many trails she paved for generations of activists has made us a stronger, more just, and a more prosperous country and community;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim April 10th, 2023, as Dolores Huerta Day in Redlands and, in the spirit of Dolores Huerta, encourages all residents to create positive impacts in the community to better the lives of others.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 4th day of April 2023.

_____

Eddie Tejeda, Mayor

_____

Mario Saucedo, Councilmember

Attest:

_____

Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **G. 6.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for appointment to the Citizens' Measure T Oversight Committee (Council Member Saucedo)

MOTION:

1. I move to appoint Edwards Millican (District 3) to serve a two-year term on the Measure T Oversight Committee ending March 21, 2025.

RECOMMENDATION:

It is recommended by Council Member Saucedo that the City Council consider this appointment to represent District 3 on the Measure T Oversight Committee.

DISCUSSION:

During the City Council meeting on December 1, 2020, Ordinance No. 2916 was adopted adding Chapter 2.72 to the Redlands Municipal Code establishing a Citizens' Measure T Oversight Committee ("Oversight Committee") to serve in an advisory capacity to the City Council for the purpose of providing independent advisory review of the proposed expenditure of revenues generated by the City's transactions and use tax. The committee shall advise the City Council regarding the use of transactions and use tax revenue, according to the priorities set forth in each fiscal year adopted budget. The duties of the committee shall include review of the City's expenditure of revenues received from the one percent (1%) transactions and use tax imposed by Measure T, on an annual basis; act in an advisory capacity to the City Council in all other policy matters pertaining to Measure T funds; and present an annual written report to the City Council.

The Oversight Committee shall consist of seven (7) members. Two members shall represent the City's employee bargaining units; one representing the public safety bargaining units and one representing the remaining non-public safety bargaining units. The bargaining unit members shall be appointed to a one-year

term by the Mayor with approval of the City Council. The five (5) remaining citizen members shall each represent a council district and be appointed by the Council Member of that corresponding district with approval of the City Council.

The resignation of committee member Steven Chapman created a lack of representation for District 3. In February 2023, the City issued a public notice soliciting applications to represent District 3 on the Measure T Oversight Committee. The public notice was concurrently aired on Redlands TV and posted on the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. A total of 2 applications were received.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

REVIEWED BY:
Charles M. Duggan, Jr., City Manager

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Measure T Public Notice
Measure T (dist 3) Public Notice
Measure T (dist 3) Applications

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Redlands, CA 92373
909-798-7510
www.redlands.org

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands encourages residents to apply for a position on the following committee:

MEASURE T OVERSIGHT COMMITTEE- the Measure T Oversight Committee is an independent committee established to serve in an advisory capacity to the city council for the purpose of providing independent advisory review of the proposed expenditure of revenues generated by the City's transactions and use tax. The committee shall advise the city council regarding the use of transactions and use tax revenue, according to the priorities set forth in each fiscal year adopted budget. The duties of the committee shall include review of the City's expenditure of revenues received from the one percent (1%) transactions and use tax imposed by Measure T, on an annual basis; act in an advisory capacity to the city council in all other policy matters pertaining to Measure T funds; and present an annual written report to the city council.

The five (5) citizen members of the committee shall each be selected from one council district and be appointed by the council member of that corresponding district, with the approval of the city council.

Currently, there is one (1) opening for a Measure T citizen member. Applications are being accepted for residents of **District 3**. The City Council District Boundary Map adopted March 15, 2022 may be found on our website https://www.cityofredlands.org/elections

Residents interested in applying for the non-salaried position on this commission may request application forms from the Office of the City Manager, City Hall, 35 Cajon Street, Suite 200 or by phone at 798-7510, or on the City's website www.cityofredlands.org

Deadline for filing applications is February 28, 2023.

Jennifer Macias, Management Analyst
Office of the City Manager
City of Redlands, California

2/13/2023

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Redlands, CA 92373
909-798-7510
www.redlands.org

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands encourages residents to apply for a position on the following committee:

MEASURE T OVERSIGHT COMMITTEE- the Measure T Oversight Committee is an independent committee established to serve in an advisory capacity to the city council for the purpose of providing independent advisory review of the proposed expenditure of revenues generated by the City's transactions and use tax. The committee shall advise the city council regarding the use of transactions and use tax revenue, according to the priorities set forth in each fiscal year adopted budget. The duties of the committee shall include review of the City's expenditure of revenues received from the one percent (1%) transactions and use tax imposed by Measure T, on an annual basis; act in an advisory capacity to the city council in all other policy matters pertaining to Measure T funds; and present an annual written report to the city council.

The five (5) citizen members of the committee shall each be selected from one council district and be appointed by the council member of that corresponding district, with the approval of the city council.

Currently, there is one (1) opening for a Measure T citizen member. Applications are being accepted for residents of **District 3**. The City Council District Boundary Map adopted March 15, 2022 may be found on our website https://www.cityofredlands.org/elections

Residents interested in applying for the non-salaried position on this commission may request application forms from the Office of the City Clerk, City Hall, 35 Cajon Street, Suite 4 or by phone at 798-7510, or on the City's website www.cityofredlands.org

Deadline for filing applications is March 23, 2023.

Jennifer Macias, Management Analyst
Office of the City Manager
City of Redlands, California

3/9/2023

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

COMMISSION\BOARD APPLIED FOR

Measure T Oversight Committee

City Manager's Office

FEB ~~31~~ 13 2023

Received

Name Edward Millican, PhD

Address [redacted]

Telephone (Work) [redacted] (Cell / Home) _____

Email [redacted]

Occupation College Professor

Reasons for desiring to serve – relevant experience and qualifications:

Measure T revenues must be carefully monitored to ensure they are expended prudently, transparently, and in line with community priorities and all commitments made to voters when Measure T was passed. I'm a 20-year resident home-owner in Redlands with five decades of experience in local government and as a college professor in public administration and urban affairs. See the attached resume. I voted for Measure T, and I feel a responsibility to help ensure that the people were right in enacting this tax.

Signature Edward Millican **Date** 2-13-23

**** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)***

Two References: (Please do not include Councilmembers or City Staff)

(1) Lorraine Enriquez
[redacted]
Redlands, CA 92373
Telephone [redacted]

(2) Bradley Franklin
[redacted]
Redlands, CA 92374
Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

✓address Verified

VITA

Edward Millican, Ph.D.

Employment History:

Adjunct Political Science Instructor
San Bernardino Valley College, San Bernardino, CA (2017-present)

Full-time Professor (and sometime Department Chair), Political Science Department
San Bernardino Valley College (1991-2012 & 2015-2016; now retired)

Taught courses in American Government and Political Theory.

As Department Chair (1994-2012), evaluated and mentored other faculty, scheduled classes, developed curricula, resolved student concerns, and performed additional duties as required.

Served as co-advisor to the SBVC Veteran's Club, advisor to the student government (1995-98), Political Action Chair for the CTA local (1996-2008), and Academic Senate President (1998-2000).

Received "Students' Choice Award," Full-Time Faculty (1998) and "Outstanding Professor Award" (2012).

Interim Dean, Division of Social Sciences, Human Development, and Physical Education
San Bernardino Valley College, San Bernardino, CA (August 2012-December 2014)

As the administrator in charge of the Division, worked with fellow managers, faculty chairs and others to provide logistical and moral support to the social science educators, students, and staff.

This Division, the largest at SBVC, included ten instructional Departments ranging in alphabetical order from Administration of Justice to Sociology; the Athletics program, consisting of 12 teams competing in eight men's and women's sports; and the Child Development Center, serving 350 children.

Adjunct Political Science Instructor
Various Southern California Institutions of higher education (1983-1991)

Political Science Instructor
National University, San Diego, CA (1977-1983)

Field Representative
California State Senate, Chula Vista, CA (1974-1977)
As district staff for State Senator James R. Mills (D-San Diego), handled constituent issues, interfaced with local politicians and community leaders, and wrote letters, speeches, and press releases.

Chief of Staff
San Diego County Board of Supervisors, San Diego, CA (1973-1974)
Handled constituent issues, interfaced with community leaders, and supervised a staff of six.

Community Relations Aide
San Diego County District Attorney's Office, San Diego, CA (1971-1973)

Education:

Ph.D. in Political Science
University of California, Los Angeles, CA (1975)

M.A. in Political Science
Yale University, New Haven, CT (1967)

B.A. in Political Science
San Diego State College, San Diego, CA (1966)

Graduated Summa Cum Laude. Competed on the intercollegiate debate squad and represented the college on nationwide TV on the General Electric College Bowl.

Publications:

One United People: The Federalist Papers and the National Idea
University of Kentucky Press, 1990

The Political Theory of the Marquis of Halifax
Doctoral Dissertation, UCLA, 1975

Community/Military Service:

Elected Member, San Bernardino County Democratic Central Committee (2020-present).

Member, San Diego Planetarium Authority (1980-1988). Appointed by the San Diego City Council.

Member, San Diego County Community Action Partnership (CAP) Board (1981-1983).

Candidate for San Diego City Council, 1977 – finished second in a field of seven.

Elected Member, San Diego County Democratic Central Committee (1973-1978).

United States Army (1967-1969). Vietnam Veteran.

###

City Manager's Office

MAR 22 2023

Received

CITY OF REDLANDS
MEASURE T OVERSIGHT COMMITTEE APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

Name Tom Herron

Address [redacted]

Telephone (Work) [redacted] (Cell / Home) [redacted]

Email [redacted]

Occupation Public school teacher (1990-present).

Council District 3 https://www.cityofredlands.org/pod/election-district-maps

Reasons for desiring to serve – relevant experience and qualifications:

I have considered Redlands my home since coming to the UofR in 1986 to earn my BA. I have been a Northside homeowner since 1991. As a public school teacher (YCJUSD) I have had the opportunity to gain much leadership experience as a union leader (former negotiations chair and currently association president). I am also currently a Visiting Team Chairperson with the Western Association of Schools and Colleges (WASC) which gives me experience understanding working with a wide variety of stakeholder groups. I have been an active volunteer in the community for the past 30+ years in different roles such as vice president of Habitat for Humanity, commissions at my church (First Baptist Redlands), etc.

Signature [signature] **Date** March 22, 2023

**** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)***

Two References: (Please do not include Councilmembers or City Staff)

(1) Kay Kallander [redacted]

Telephone [redacted]

(2) Mike Reynolds [redacted]

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. Please note that this form is a public record that may be subject to disclosure upon request.

✓ address Verified

City Council/Successor Agency Meeting **G. 7.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize Mayor Tejeda to sign a letter on behalf of the City of Redlands in support of AB 1000 Good Neighbor Policy (Assistant City Manager McConnell)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move that the City Council authorize Mayor Tejeda to sign a letter on behalf of the City of Redlands in support of AB 1000 Good Neighbor Policy.

RECOMMENDATION:

Staff recommends City Council authorize Mayor Tejeda to sign a letter on behalf of the City of Redlands in support of AB 1000 Good Neighbor Policy.

DISCUSSION:

In March 2023, City of Redlands staff was approached by California State Assembly Majority Leader Eloise Gomez Reyes' office, who represents the State's 50th District which includes the central and western portion of Redlands, about its willingness to sign a letter of support for Assembly Bill 1000 (AB 1000).

According to AB 1000, the proliferation of warehouses and logistics facilities in the Inland Empire has caused a public health crisis resulting in over 4,000 individual warehouses occupying about 1 billion square feet in the region. These warehouses generate approximately 600,000 truck trips a day, the equivalent of 50 million pounds of carbon dioxide. The criteria pollutants created by this truck traffic cause cardiovascular and pulmonary problems, cancer, asthma, reproductive health problems, and premature death. The air quality in the region has decreased substantially as a result, going from 15% of the calendar year

days being classified as unhealthy in 2019 to 20% in 2020.

AB 1000 would establish the Good Neighbor Policy for the siting and expansion of logistics facilities. AB 1000 would prohibit local governments from approving a warehouse or logistics facility of 100,000 or more square feet within 1,000 feet of a sensitive receptor. Examples of sensitive receptors include but are not limited to neighborhoods, schools, healthcare facilities and playgrounds. A local government may approve a warehouse within 1,000 feet of a sensitive receptor, but no less than 750 feet, if it meets a set of standards related to zero-emission (ZE) energy, vehicles, transportation infrastructure and operation requirements.

AB 1000 would provide for the following specific mitigation measures:

- Cumulative air quality and public health analysis of the impacts the project has on public health.
- Require heavy-duty commercial fleets on-site to be ZE by 2026.
- Require light and medium-duty vehicle fleets onsite to be fully ZEV by 2029.
- Require onsite equipment to be ZE with the necessary charging or fueling infrastructure provided.
- Requires off-road construction to be zero-emission where available or hybrid and all diesel-fueled equipment to follow CARB's most stringent diesel standards or better.
- Requires charging or fueling infrastructure proportional to the number of dock doors.
- Require electric plugs for electric refrigeration transport at every dock door.
- Require solar and battery storage that is equal to or greater than the building's projected energy needs.
- Prohibit trucks on site from idling for more than three minutes.
- Prohibit the idling of heavy construction equipment of more than 5 minutes.

ALTERNATIVES:

City Council may elect not to authorize Mayor Tejeda to sign a letter in support of AB 1000.

STRATEGIC PLAN:

Priority D: Sustainability. 5. Climate Change

SUBMITTED BY:
Janice McConnell, Assistant City Manager

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Brian Desatnik, Development Services Director

PREPARED BY:
Ross Wittman, Project Manager

Fiscal Impact

Discussion:

There is no fiscal impact associated with the authorization of Mayor Tejeda to sign a letter of support for AB 1000.

Attachments

AB 1000 Support Letter

City of
REDLANDS
35 Cajon Street, Redlands, CA 92373
909-798-7533
etejeda@cityofredlands.org

EDDIE TEJEDA
Mayor

PAUL BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MARIO SAUCEDO
Council Member

April 4, 2023

The Honorable Eloise Gomez Reyes
Assembly District 50
1021 O Street, Suite 8210
Sacramento, CA 95814

Re: AB 1000 (Reyes): Good Neighbor Policy – SUPPORT

The City of Redlands is proud to support AB 1000, which would establish a statewide Good Neighbor Policy for warehouses and logistic centers of 100,000 square feet or larger from expanding and being sited within 1,000 feet of sensitive receptors such as neighborhoods, schools, healthcare facilities, and playgrounds, among others. We would like to thank Majority Leader Reyes for championing robust, sustainable, and community-oriented development.

The City of Redlands, a community of 70,000 plus residents is located at the base of the San Bernardino mountains, 60 miles east of Los Angeles and 45 miles west of Palm Springs. The City's physical setting, iconic architecture and citrus heritage have all contributed to the community's development in ways that are evident in its historic districts, characteristic structures and neighborhoods, its greenbelt and working private and municipal citrus groves. The community's long tradition of celebrating arts and culture remains strong through its festivals— such as the Redlands Bowl Summer Music Festival, Redlands Theatre Festival and Redlands Art Festival—and the eclectic public art that documents its history of agriculture, commerce, architecture, creativity and civic pride.

The Inland Empire has seen a warehouse boom over the past decade, which has led to siting of over 4,000 warehouses that cover 40 square miles and over 1 billion square feet. The proliferation of these warehouses comes with enormous truck traffic which generates approximately 600,000 truck trips a day – an equivalent to 50 million pounds of carbon dioxide. The diesel exhaust from logistics has contributed to a worsening of air quality in San Bernardino County, which according to the American Lung Association has the worst

levels of ozone in the United States. Local residents have argued that they are seeing higher levels of asthma and other negative public health impacts. For example, the City of San Bernardino has a majority census tracts whose asthma rate is between 70-96% higher than that of the census tracts in California.

The environmental and public health impacts of this growth is compounded by the fact that these facilities are being disproportionately sited next to low-income communities of color. These are often working-class Latino and Black communities – some of which are primarily Spanish speaking households. These communities are seeing a staggering decline in their quality of life when these facilities are sited next to their homes, schools, parks, and other sensitive receptors.

AB 1000 would establish a 1,000-foot setback on warehouse or logistics projects from sensitive receptors. The bill will allow these projects to be sited 750 feet away from sensitive receptors if the project meet a set of standards related to fleet electrification for all vehicle types (light, medium- and heavy-duty), zero-emission equipment requirements, air quality and public health assessments, zero-emission energy requirements, zero-emission vehicle charging or refueling infrastructure requirements, and prohibitions on idling for vehicles and equipment. The state needs to develop uniform standards for logistics development so that no community is left out.

It is for these reasons that we are in strong support of AB 1000.

Sincerely,

Eddie Tejeda
Mayor
City of Redlands

CC: City Council
Charles M. Duggan, Jr. City Manager
Rich Sessler, Fire Chief

City Council/Successor Agency Meeting **G. 8.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Reject all bids received for Water and Wastewater Laboratory Services and direct staff to solicit new bids (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motion is provided:

I move to reject all bids received for Water and Wastewater Laboratory Services and direct staff to solicit new bids.

RECOMMENDATION:

Staff recommends City Council reject all bids received for Water and Wastewater Laboratory Services and direct staff to solicit new bids.

DISCUSSION:

In accordance with California State Water Resource Control Board and Federal Environmental Protection Agency regulations, the City is required to regularly monitor concentrations of various elements in the water and wastewater streams. In some cases, this requires support from an appropriately certified contracted laboratory service provider. Typically, this service is only necessary during emergencies and for testing protocols for which the City's Joint Utilities Laboratory is not certified.

In accordance with the City's procurement protocol, staff issued a Request for Bid on February 06, 2023 for these services. The following two (2) bids were received on February 27, 2023:

Bid Opening Summary	
COMPANY	**BID TOTAL**
1. Eurofin Eaton Analytical, LLC Pomona, CA	$278,269.00
2. Babcock Laboratories, Riverside, CA	$357,781.80

A comprehensive review and analysis identified significant mathematical errors in both bids. The magnitude of these errors warrants the rejection of all bids. Staff recommends City Council approve rejecting all bids and soliciting new bids for these services.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Jungjoon Park, Laboratory Manager

Fiscal Impact

Discussion:
There is no fiscal impact associated with this action.

Attachments

Bid Opening Report
Bid Analysis Summary

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **27th of February 2023 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Laboratory Services for Water & Wastewater – 20230206-01JP.** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Addenda Acknowledged (2)	Total Bid Amount
1	Eurofins Eaton Analytical, LLC Pomona CA	Yes	None acknowledged	$278,269.00
2	Babcock Laboratories, Riverside CA	Yes	2 acknowledged	$357,781.80

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Jung Park; Fernando Mata, Christian Duenez

Projects	*Babcock Laboratory*		*Eurofin Laboratory*	
	UNIT PRICE	*EXTENDED PRICE (QTY X UNIT PRICE)	UNIT PRICE	*EXTENDED PRICE (QTY X UNIT PRICE)
DRINKING WATER	$7,500.00	$180,145.20	$6,515.00	$175,462.00
WASTEWATER	$2,655.40	$56,808.00	$3,314.00	$59,765.00
SLUDGE	$1,087.80	$3,548.60	$865.00	$3,575.00
PRIORITY POLLUNTANTS	$1,947.80	$7,309.60	$3,300.00	$18,000.00
SSO SAMPLING (SSMP)	$42.00	$210.00	$80.00	$400.00
Industrial and Trunk line monitoring	$1,880.60	$13,347.80	$2,292.00	$16,696.00
STORMWATER-WWTP	$414.80	$2,281.40	$360.00	$1,980.00
STORMWATER-Landfill	$657.20	$3,614.60	$992.00	$5,321.00
Sub-Total	$16,185.60	$267,265.20	$17,718.00	$281,199.00

Comments: 1) Babcock has a mathematical calculation error in the sludge section. On their bid, it was listed that the total unit price was $4,070.60 and the total extended price was $67,474.00. The corrected total unit price is $1,087.80 and the corrected total extended price is $3,458.60.

2) Eurofin did not include line item 134 in their total calculation. The new unit price for Eurofin for Industrial Monitoring and Trunk Line Monitoring is $3,300 with an extended price of $18,000. (The original bid unit price amount was $2,241 with an extended price of $15,146.00.)

3) Babcock has a mathematical calculation error in the Stormwater WWTP section. On their bid, it was listed that the total unit price was $4,071.00 and the total extended price was $28,872.60. The corrected total unit price is $414.80 and the corrected total extended price is $2,281.40.

4) Eurofin has a mathematical calculation error in the Stormwater Landfill section. On their bid, it was listed that the total unit price was $962.00 and the total extended price was $5,291.00. The corrected total unit price is $992.00 and the corrected total extended price is $5,321.00

5) The new price for Babcock is as follows: sub-unit total = $16,185.60 (previously $22,825.20), sub-extended price total = $267,265.20 (previously $357,781.80). The new price for Eurofin is as follows: sub-unit total = $17,718.00 (previously $17,637.00), sub-extended price total = $281,199.00 (previously $278,269.00)

City Council/Successor Agency Meeting **G. 9.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Report regarding Emergency Resolution No. 8065 proclaiming the existence of a local emergency in response to COVID-19 (Coronavirus Disease 2019) (Fire Chief Sessler)

DISCUSSION:

On March 17, 2020, the City Council adopted Resolution No. 8065 proclaiming the existence of a "local emergency" in accordance with Chapter 2.52 of the Redlands Municipal Code and determined that there was substantial evidence to proclaim a local emergency due to COVID-19 Pandemic. This proclamation was done after the declaration of a public emergency by the United States Department of Public Health and Human Services, the State of California, and the County of San Bernardino County Health Officer and the Board of Supervisors.

San Bernardino County, along with the rest of the state, fully reopened is economy on June 15, 2021, eliminating various restrictions and discontinuing the color-coded county tier system. On February 28, 2023, Governor Newsom announced the end of the COVID-19 State of Emergency. Although the COVID-19 pandemic continues to affect the state of California, the conditions necessitating the local emergency are steadily improving.

Emergency Operations Planning and Response

A team of Responders was put together consisting of several City Department staff including Fire, Police, Information Technology, Human Resources Risk & Safety Division, Finance, and the City Manager's Office. The objective of the EOC Team, and the City as a whole, is to provide and maintain the safety for all City employees and the community, to keep essential services open and available to the community, provide a consistent message, and reduce the risk of the exposure and spread of COVID-19. Responders met regularly for status briefings and to ensure proper preparation, planning, prevention, and response to the COVID-19 pandemic.

With a focus on preparation, planning, prevention, and response, the EOC Team included specific roles for a PIO (primary and alternate), for the dissemination of consistent and critical information, a Safety Officer, and a Community Liaison. Additional categories were also added for Operations, Logistics, and Finance & Recovery. The focus of Finance & Recovery is to track personnel and non-personnel expenditures related to COVID-19 in order to seek reimbursement from the state.

As the conditions of the pandemic improve, the City's Emergency Operations Center Team will monitor any changes in the pandemic. Additionally, the Finance & Recovery team will continue to work with CalOES on reimbursement of eligible COVID-19 costs. Once all submitted reimbursements are approved by the state, the local emergency declaration can be terminated.

The Latest COVID-19 Statistics:

With the improvement in COVID-19 conditions due to vaccinations and self-testing, statistics are now focused on the number of fully or partially vaccinated individuals rather than number of cases/deaths. As of Wednesday, March 22, 2023, the vaccination numbers in the city of Redlands are as follows:

- Fully Vaccinated: 48,399
- Partially Vaccinated: 7,493
- Total Vaccinated: 55,895

Vaccinations and boosters continue to be in good supply and readily available to any eligible resident aged 6 months and over, and there are vaccination sites located throughout the County. For more information on COVID-19 vaccinations please visit sbcovid19.com/vaccine/.

Testing appointments can be made through the San Bernardino County COVID-19 Response website as follows: https://sbcovid19.com/testing-sites/.

Self-tests for COVID-19 are recommended by the CDC as they give rapid results and can be taken anywhere, regardless of vaccination status or whether or not symptoms are present. Self-tests detect current infection, and give results in a few minutes. Along with vaccinations, wearing a well-fitted mask, and physical distancing, self-tests help protect all by reducing the chances of spreading COVID-19, however, they do not detect antibodies which would suggest a previous infection, and they do not measure your level of immunity. Self-tests can be obtained through local health departments, and online or in pharmacies and retail stores.

SUBMITTED BY:
Rich Sessler, Fire Chief

RECOMMENDED BY:
Charles M. Duggan, Jr., City Manager
Janice McConnell, Assistant City Manager

Fiscal Impact

Discussion:

The fiscal impact on the City due to COVID-19 as of March 22, 2023, is as follows: Personnel: $5,300,984.73 (Fully Burdened)
Non-Personnel: $1,941,233.66 (Equipment and Supplies)

Total: $7,242,218.39

City Council/Successor Agency Meeting **G. 10.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8455 establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2023-2024 (Fire Chief Sessler)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8455.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8455 establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2023-2024.

DISCUSSION:

Ordinance No. 1900, approved by the voters in 1985, authorizes the City Council of the City of Redlands to establish a rate for the special tax assessment necessary to fund anticipated paramedic expenses, provided the special tax rate does not exceed the maximum allowance limits as set forth in Ordinance No. 1900. The Ordinance permits the continuation of the tax on each improved parcel of property, each residential unit in a multiple dwelling, or each of the mobile home sites in the City of Redlands. The San Bernardino County Auditor-Controller/Treasure/Tax Collector requires that this resolution be approved prior to August 10, 2023, in order to apply this special assessment to the tax rolls for Fiscal Year 2023-2024.

ALTERNATIVES:

Not adopt Resolution No. 8455 establishing the rate for the voter-approved special tax for emergency paramedic services.

STRATEGIC PLAN:

Priority B - Public Health and Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	FY 2023-24
Revenue Generating:	Y
Appropriation Required Y/N:	N

Discussion:

The special assessment for Paramedic Service is expected to generate approximately $1,005,300 to Fund 205250 (Emergency Medical Services).

Attachments

8455 Special Tax For Emergency Service

RESOLUTION NO. 8455

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS
SETTING THE SPECIAL TAX FOR EMERGENCY PARAMEDIC SERVICE

WHEREAS, Ordinance No. 1900 permits the levy of a special tax by the City Council of the City of Redlands ("this City Council") on each improved parcel of property, each residential unit in a multiple dwelling, and each mobile home site in the City of Redlands; and

WHEREAS, Ordinance No. 1900 further empowers this City Council to establish, by Resolution, the rate of a special tax to fund anticipated expenses in an effort to provide an adequate level of paramedic service, but in no event, shall the special tax exceed the maximum allowable limits as set forth in Ordinance No. 1900;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands does hereby resolve that the rate of the special tax for emergency paramedic service shall be as follows for the Fiscal Year 2023-2024 only:

Multi-family and Mobile Home Units			$ 29.70
Single Family (Including condominiums)			$ 39.70
Commercial and Industrial:			
0	to	4,999 Square feet	$ 39.70
5,000	to	9,999 Square feet	$ 79.45
10,000	to	19,999 Square feet	$ 119.20
20,000	to	39,999 Square feet	$ 158.95

Greater than 39,999 Square feet = $158.95 plus $39.70 for each 20,000 Square foot Increment of floor area, or portion thereof, in excess of 39,999 Square feet.

ADOPTED, SIGNED, AND APPROVED THIS 4th day of April 2023.

Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 4th day of April, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **G. 11.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8454 declaring the City Council's intention to vacate excess street right-of-way (Street Vacation No. 189) that is 30 feet in width and approximately 927 feet in length, and totaling approximately 28,805 square feet in area, located on the north side of Edgemont Drive along the property frontages of 212 and 226 Edgemont Drive (APNs: 0294-141-33-0000 and 0294-141-12-0000). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8454 for the Notice of Intent to Vacate a portion of excess right-of-way adjacent to 212 and 226 Edgemont Drive.

RECOMMENDATION:

On February 14, 2023, the Planning Commission voted 7 to 0 to adopt Resolution No. 1616 making a finding of General Plan conformity and determined that the proposed vacation of public right-of-way would be consistent with the General Plan.

Staff recommends that the City Council adopt Resolution No. 8454 to initiate proceedings to vacate a 30-foot-wide linear strip of the northern portion of Edgemont Drive adjacent to 212 and 226 Edgemont Drive.

DISCUSSION:

The applicant has filed an application to vacate an excess portion of public right -of--way, located on the north side of Edgemont Drive adjacent to two parcels with site addresses of 212 and 226 Edgemont Drive (APNs: 0294--141--33--0000 and 0294--141--12--0000). The existing right--of--way in this location is 80 feet wide and includes approximately 26 feet of paving. The request is to vacate a portion of the existing right--of--way, 30 feet in width, along the frontage of the applicant's two properties (see Attachment A -- Location Map). The land area proposed for vacation is approximately 927 feet in length and totals approximately 28,805 square feet.

Edgemont Drive is located in the southeastern portion of the City in an area that was annexed in 1990 as a part of Annexation No. 92. The home located at 212 Edgemont Drive first appears on historic aerials dating back to 1959. There are two homes on this parcel, and the home located on the southern most portion of the property extends approximately 25 feet into the existing right-of-way. The applicant is requesting this street vacation to remove the existing structure from the right-of-way, which will provide a 4.5-foot setback to the structure (see Attachment B - Aerial Photograph).

Based on the conditions on the ground and the adjoining land uses, the additional right-of-way is not necessary for public access. Widening the roadway beyond the existing paved condition is not practical due to the topography and location of existing improvements within, and adjacent to, the right-of-way. The proposed Street Vacation would not result in any negative impacts to the traffic-carrying capacity of Edgemont Drive or the adjacent streets (since the area proposed to be vacated is unimproved and beyond the edges of the existing pavement), and the roadway will remain unchanged as a result. The proposed vacation would result in a 50-foot wide right-of-way that would be consistent with the City of Redlands Standard Plan for a Hillside Local Road (as detailed in the City's Standard Specification and Detail Drawings for Design and Construction of Public Improvements and Environmental Review).

The proposal is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA Guidelines for projects where there is no possibility of any significant environmental effects. Adoption of the resolution and vacation of public right-of-way will not result in any potentially significant environmental effects.

The adoption of the resolution will also initiate all noticing requirements for the street vacation request, as required by law, and set a public hearing date for the street vacation to be heard and acted upon at the regularly scheduled City Council meeting of May 2, 2023.

ALTERNATIVES:

The City Council may:

1. Continue the matter to allow for additional information; or,
2. Not adopt the Resolution.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
John Harris, Municipal Utilities & Engineering Director

PREPARED BY:
Sean Reilly, Principal Planner

Fiscal Impact

Fiscal Year: FY 2022-23

Discussion:

The applicant paid the applicable Planning application filing fee, and the proposal will not result in any fiscal impacts.

Attachments

Attachment A: Location Map

Attachment B: Aerial Photograph

3 Attachment C-1: Resolution No. 8454

Attachment C-2: Attachment A to Resolution 8454

Location Map

This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

N
W E
S

Scale

0 350 700
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

January 30, 2023

OneStop.mxd

Location Map

This map was produced by the City of Redlands, Geographic Information System.
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N
W E
S

Scale

0 50 100
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

January 30, 2023

OneStop.mxd

RESOLUTION NO. 8454

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING ITS INTENTION TO VACATE EXCESS RIGHT-OF-WAY OF A PORTION OF EDGEMONT DRIVE

WHEREAS, Aysar Helo, has submitted an application for Street Vacation No. 189 requesting vacation of an approximately 927-foot long segment of excess public right-of-way, thirty (30) feet in width, along the north side of Edgemont Drive adjacent to the properties located at 226 and 212 Edgemont Drive (APNs: 0294-141-33-0000 and 0294-141-12-0000); and

WHEREAS, the City is authorized to vacate all or part of a public street or public service easement within the City pursuant to Public Street, Highway and Service Vacation Easements Law (California Streets and Highway Code, Section 8300 et.seq.); and

WHEREAS, pursuant to Section 8340 of the California Streets and Highways Code, the City may for public convenience and necessity reserve and except public service easements from a street vacation; and

WHEREAS, the street vacation qualifies for exemption from environmental review in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. Section 15061(b)(3) is the "general rule" exemption where it can be seen with certainty that the activity in question will not have any significant effects on the environment; and

WHEREAS, the City Council intends to vacate the excess right-of-way as more particularly described in Attachment “A” to this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

SECTION 1. The City Council hereby declares its intention to vacate that portion of Edgemont Drive as further described in Attachment A (Legal Description and Plat), attached hereto.

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The proposed street vacation qualifies for exemption from environmental review in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. Section 15061(b)(3) is the "general rule" exemption where it can be seen with certainty that the activity in question will not have any significant effects on the environment.

SECTION 3. The City Council will conduct a public hearing on the subject of the proposed vacation at a regularly scheduled public meeting of the City Council on May 2, 2023, beginning at 6:00 p.m. or as soon thereafter as the matter may be heard, to be held in the City Council Chamber located at 35 Cajon Street, Suite 2, Redlands, California 92373.

SECTION 4. The City Clerk shall give notice of the public hearing on the public hearing on the proposed vacation by:

a. Publishing notice in the Redlands Daily Facts, for two successive weeks prior to the hearing; and

b. Posting notices of the proposed vacation conspicuously along the lines of the portion of right-of-way to be vacated at least two weeks prior to the date set for the public hearing. The notices shall be posted no more than 300 feet apart, and at least three such notices shall be posted. The notices shall reference the adoption of this Resolution of Intention and shall state the date, time, and place of the vacation hearing.

ADOPTED, SIGNED, AND APPROVED this 4th day of April, 2023.

_____

Eddie Tejeda, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was adopted by the City Council, at a regular meeting thereof, held on the 4th day of April, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT A
Legal Description and Plat

[Attached]

EXHIBIT "A"
LEGAL DESCRIPTION
APN 0294-141-12

THAT PORTION OF EXISTING EDGEMONT DRIVE RIGHT OF WAY 80.00 FEET WIDE, WITHIN GOVERNMENT LOT 10, SECTION 12, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN IN THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, AS DESCRIBED IN DEED RECORDED APRIL 30, 1959 IN BOOK 4805, PAGE 162, OFFICIAL RECORDS OF SAID COUNTY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND, A PORTION OF THE EAST 1/2 OF GOV'T. LOT 10 IN SAID SECTION 12, AS SHOWN ON RECORD OF SURVEY NO. 15-026 FILED IN BOOK 155, PAGE 70, RECORDS OF SURVEY OF SAID COUNTY;

THENCE ON A SOUTHERLY PROLOGATION OF THE EASTERLY LINE OF SAID PARCEL, SOUTH 35°43'15" EAST 30.04 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY OF THE CENTERLINE OF EDGEMONT DRIVE;

THENCE SOUTH 57°11'01" WEST ALONG SAID PARALLEL LINE 478.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 213.93 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID PARALLEL LINE, THROUGH A CENTRAL ANGLE OF 34°39'38", AN ARC LENGTH OF 129.41 FEET TO A POINT OF INTERSECTION WITH A LINE THAT IS THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID PARCEL;

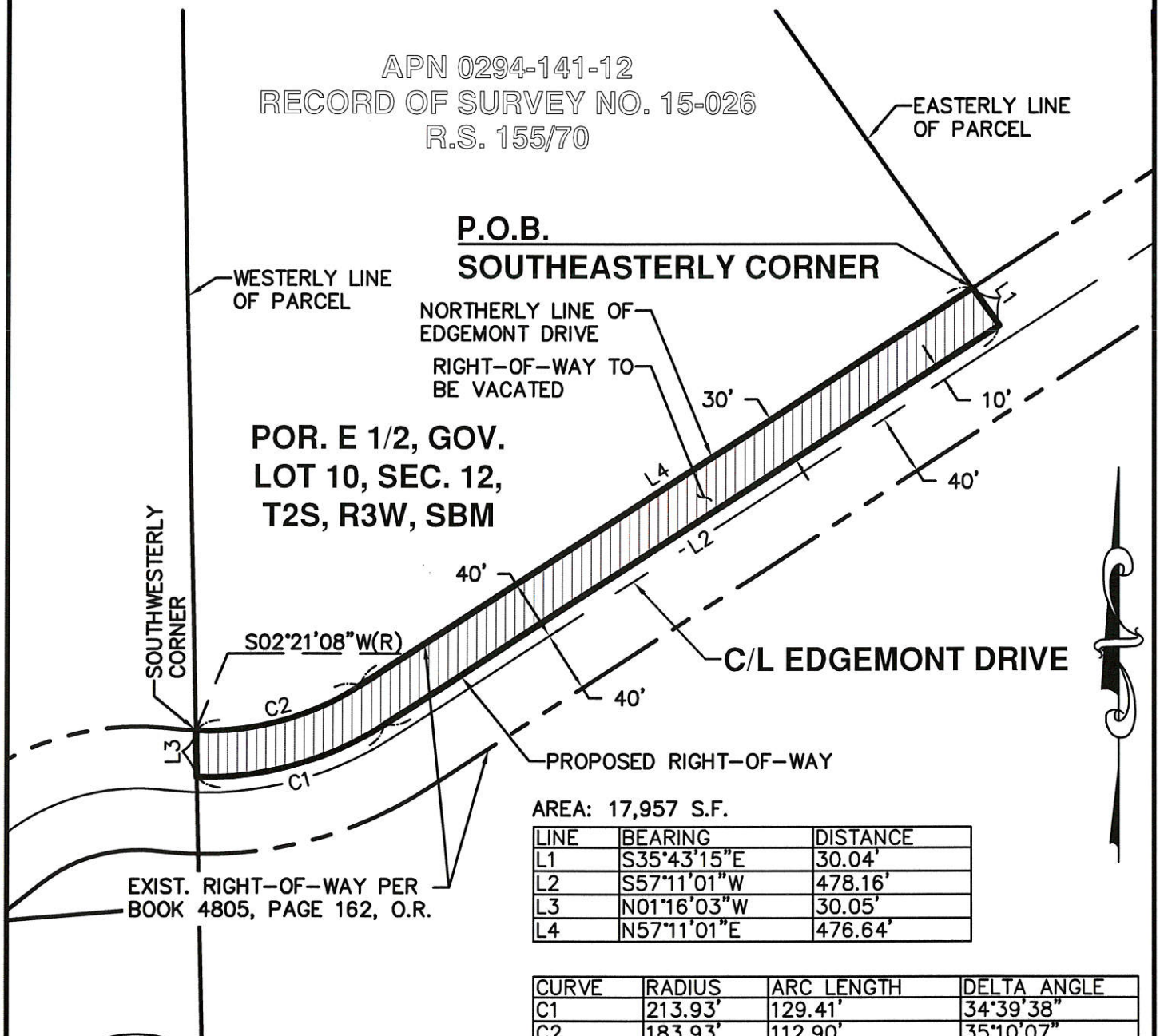
THENCE NORTH 01°16'03" WEST ALONG SAID PROLONGATION OF THE WESTERLY LINE OF SAID PARCEL 30.05 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EDGEMONT DRIVE, ALSO BEING THE SOUTHWESTERLY CORNER OF SAID PARCEL, AND BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 183.93 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE, FROM AN INITIAL RADIAL BEARING OF SOUTH 02°21'08" WEST, THROUGH A CENTRAL ANGLE OF 35°10'07" AN ARC DISTANCE OF 112.90 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 57°11'01" EAST 476.64 FEET TO **THE POINT OF BEGINNING**.

SAID RIGHT-OF-WAY VACATION AREA DESCRIBED HEREIN CONTAINS 17,957 SQUARE FEET, MORE OR LESS.

EXHIBIT "B"
PLAT
APN 0294-141-12



AREA: 17,957 S.F.

LINE	BEARING	DISTANCE
L1	S35°43'15"E	30.04'
L2	S57°11'01"W	478.16'
L3	N01°16'03"W	30.05'
L4	N57°11'01"E	476.64'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	213.93'	129.41'	34°39'38"
C2	183.93'	112.90'	35°10'07"

PROFESSIONAL LAND SURVEYOR
ALAN C. HILLWIG
No. 5137
EXP. 6-30-23
STATE OF CALIFORNIA

Prepared by HILLWIG-GOODROW, INC.:
31419 Outer Hwy. 10, Ste. 1-200, Redlands, CA 92373
Phone: (888)-626-5137

12-8-22
ALAN C. HILLWIG, PLS 5137 DATE
LICENSE EXPIRES: 6-30-23

SCALE: 1" = 100'
FILE NO.: 1058-01
DATE: December 7, 2022
SHEET 1 OF 1

EXHIBIT "A"
LEGAL DESCRIPTION
APN 0294-141-33

THAT PORTION OF EXISTING EDGEMONT DRIVE RIGHT OF WAY 80.00 FEET WIDE, WITHIN GOVERNMENT LOT 10, SECTION 12, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN IN THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, AS DESCRIBED IN DEED RECORDED APRIL 30, 1959 IN BOOK 4805, PAGE 162, OFFICIAL RECORDS OF SAID COUNTY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND, A PORTION OF THE EAST 1/2 OF GOV'T. LOT 10 IN SAID SECTION 12, AS SHOWN ON RECORD OF SURVEY NO. 15-026 FILED IN BOOK 155, PAGE 70, RECORDS OF SURVEY OF SAID COUNTY;

THENCE ON A SOUTHERLY PROLOGATION OF THE WESTERLY LINE OF SAID PARCEL, SOUTH 01°16'03" EAST 30.05 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND DISTANT 10.00 FEET NORTHERLY OF THE CENTERLINE OF EDGEMONT DRIVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, AND HAVING A RADIUS OF 213.93 FEET;

THENCE ALONG SAID PARALLEL LINE THE FOLLOWING 6 COURSES; BEGINNING WITH EASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE FROM AN INITIAL RADIAL BEARING OF SOUTH 01°50'39" WEST, THROUGH A CENTRAL ANGLE OF 3°22'47", AN ARC DISTANCE OF 12.62 FEET;

THENCE NORTH 84°46'34" WEST 12.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 150.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°04'25", AN ARC DISTANCE OF 112.77 FEET;

THENCE SOUTH 52°09'01" WEST 25.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 100.00 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 73°20'17", AN ARC DISTANCE OF 128.00 FEET;

THENCE NORTH 54°30'42" WEST 35.77 FEET TO A POINT OF INTERSECTION WITH A LINE THAT HAS BEEN ESTABLISHED AS BEING PARALLEL WITH THE EAST LINE OF THE WEST ½ OF SAID GOVERNMENT LOT 10, AND 300.00 FEET WEST AS MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID GOVERNMENT LOT 10;

THENCE LEAVING SAID PARALLEL LINE NORTH 01°15'32" WEST ALONG LAST DESCRIBED LINE, 37.44 FEET TO A POINT ON THE NORTHERLY LINE OF SAID EDGEMONT DRIVE RIGHT-OF-WAY;

THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING 6 COURSES;

THENCE SOUTH 54°30'42" EAST 58.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 70.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°20'17" AN ARC DISTANCE OF 89.60 FEET;

THENCE NORTH 52°09'01" EAST 25.22 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 180.00 FEET;

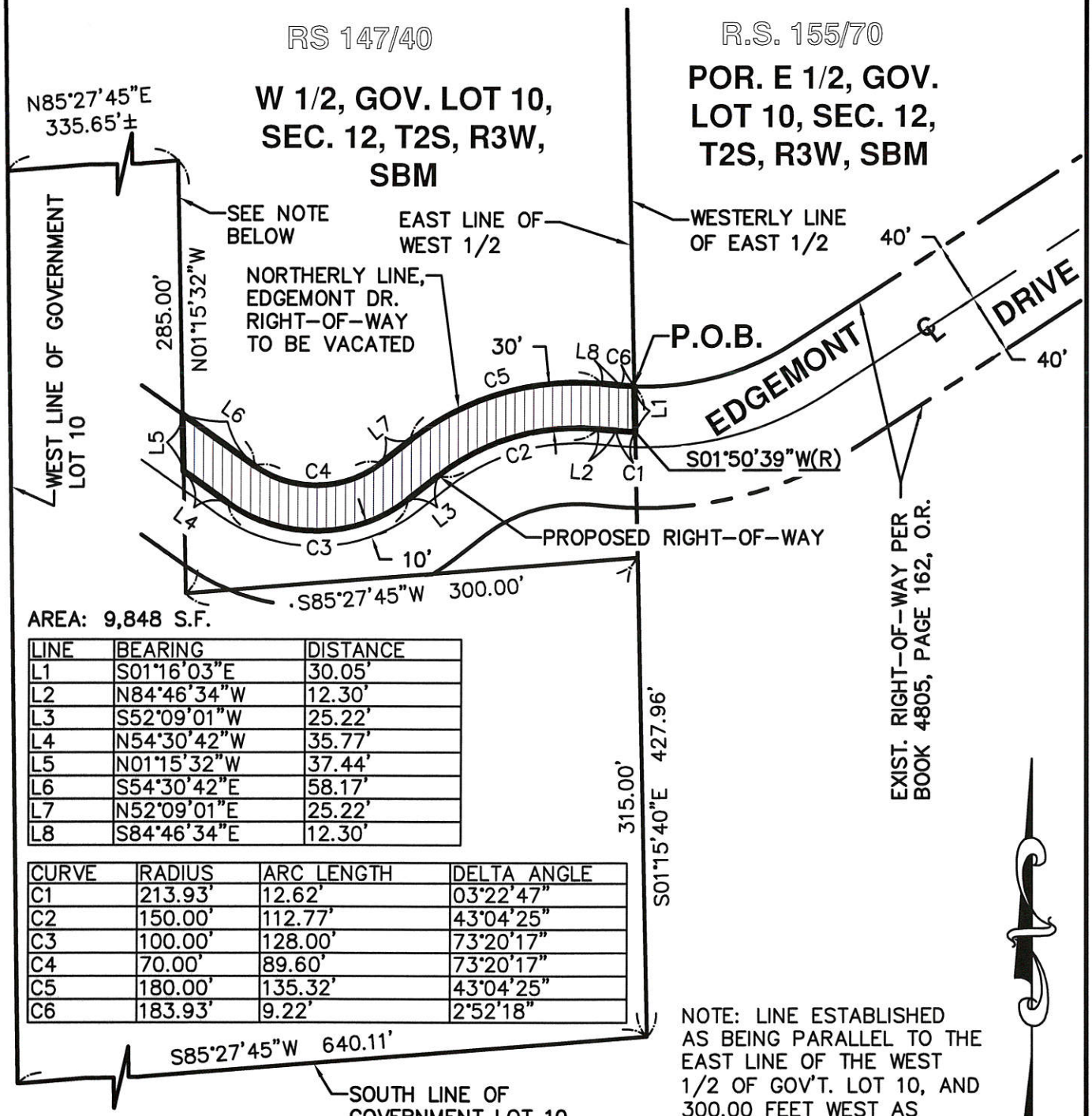
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°04'25", AN ARC DISTANCE OF 135.32 FEET;

THENCE SOUTH 84°46'34" EAST 12.30 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH, AND HAVING A RADIUS OF 183.93 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°52'18", AN ARC DISTANCE OF 9.22 FEET TO **THE POINT OF BEGINNING**.

SAID RIGHT-OF-WAY VACATION AREA DESCRIBED HEREIN CONTAINS 9,848 SQUARE FEET, MORE OR LESS.

EXHIBIT "B"
PLAT
APN 0294-141-33



AREA: 9,848 S.F.

LINE	BEARING	DISTANCE
L1	S01°16'03"E	30.05'
L2	N84°46'34"W	12.30'
L3	S52°09'01"W	25.22'
L4	N54°30'42"W	35.77'
L5	N01°15'32"W	37.44'
L6	S54°30'42"E	58.17'
L7	N52°09'01"E	25.22'
L8	S84°46'34"E	12.30'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	213.93'	12.62'	03°22'47"
C2	150.00'	112.77'	43°04'25"
C3	100.00'	128.00'	73°20'17"
C4	70.00'	89.60'	73°20'17"
C5	180.00'	135.32'	43°04'25"
C6	183.93'	9.22'	2°52'18"

NOTE: LINE ESTABLISHED AS BEING PARALLEL TO THE EAST LINE OF THE WEST 1/2 OF GOV'T. LOT 10, AND 300.00 FEET WEST AS MEASURED ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID GOV'T. LOT 10

PROFESSIONAL LAND SURVEYOR
ALAN C. HILLWIG
No. 5137
EXP. 6-30-23
STATE OF CALIFORNIA

Prepared by HILLWIG-GOODROW, INC.:
31419 Outer Hwy. 10, Ste. 1-200, Redlands, CA 92373
Phone: (888)-626-5137

12-8-22
ALAN C. HILLWIG, PLS 5137 — DATE
LICENSE EXPIRES: 6-30-23

SCALE: 1" = 100'
FILE NO.: 1058-01
DATE: December 7, 2022
SHEET 1 OF 1

City Council/Successor Agency Meeting **G. 12.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8458 for a new connection to the City of Redlands water distribution system and sewer collection system at 1231 Ansley Lane in the unincorporated community of Mentone, Tract 13514, Lot 7, Outside City Case No. 23-01, and determine that the Resolution is exempt from environmental review pursuant to Sections 15303(a) and 15319(b) of the California Environment Quality Act (CEQA) guidelines (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8458.

RECOMMENDATION:

Staff recommends City Council adoption of Resolution No. 8458.

DISCUSSION:

Staff recently received a water connection and sewer connection application, from Samuel Herrera, for the property located at 1231 Ansley Lane in the unincorporated community of Mentone, Tract 13514, Lot 7 (APN 0298-391-07-0000), which is a vacant parcel located approximately 1.16 miles east and 0.36 miles south of the Redlands city limits in the Mentone area. The Redlands Municipal Code (RMC) requires the Municipal Utilities and Engineering Department (MUED) Director and Development Services Department (DSD) Director to present completed applications for utility connections outside the city limits to City Council to determine if the public health, safety and welfare, and the best interests of the citizens of Redlands is

served by the application, and to provide direction to staff regarding the preparation of pre-annexation agreements.

The following items were reviewed and deemed complete by the MUED and DSD Directors:

1. Application for availability for an OSC water connection and sewer connection;
2. Application for environmental review and a pre-annexation agreement;

OSC 23-01 is a small project including one (1) lot proposed for the future construction of a single-family residential development (see Attachment A-1). Currently, twenty-five (25) residential unit water and sewer connections are available for small projects.

Pursuant to the RMC, the City Council may consider the following factors in making its determination that the public health, safety and welfare, and the best interests of the citizens of Redlands is served by the application:

1. The relationship of the property and its proposed use to the City's General Plan and zoning ordinances;
2. The relationship of the property and its proposed use to the City's Water Master Plan, the City's Water Capital Improvement Programs, the City's Sewer Master Plan, and the City's Sewer Capital Infrastructure program;
3. The proximity of the property to the City's boundaries and existing utility infrastructure;
4. The proposed potential for new revenue sources for the City to pay for City services provided to the project as a result of annexation and development of the property; and,
5. The standards proposed for development of the property.

Approval of OSC 23-01 allows the applicant to physically connect to the water and sewer systems, which serves the public health, safety and welfare, and the best interests of the citizens of Redlands.

Consistency with the General Plan:

The subject property is located in the Low/Medium Density land use designation of the General Plan, which supports residential uses such as single-family homes. The property is approximately 0.21 acres and is currently undeveloped. The eventual use of this parcel is consistent with the City of Redlands General Plan.

Water and Sewer facilities are already site adjacent to an 8" water main and 8" sewer main in Ansley Lane.

Environmental Review:

The adoption of Resolution No. 8458 is exempt from the California Environmental Quality Act (CEQA) review in accordance with Section 15303(a) (Conversions of Small Structures) and Section 15319(b) (Annexations of Existing Facilities and Lots for Exempt Facilities) of the CEQA Guidelines. Section 15303(a) exempts conversions of small structures, including a single-family residence. Additionally, Section 15319(b) exempts the annexation of lots for exempt facilities such as those included in Section 15303.

ALTERNATIVES:

City Council may deny the staff recommendation if Council determines OSC 23-01 does not serve the public health, safety, and welfare, and the best interests of the citizens of Redlands, or is inconsistent with the General Plan.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
John Harris, Municipal Utilities and Engineering Director

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Discussion:

The applicant will be required to pay the Water Capital Improvement Charge, Water Source Charge, Sewer Capacity Infrastructure Charge, and associated encroachment permit fees. Additional fees will be paid by the applicant as required by Measure “U“.

Attachments

RESOLUTION NO. 8458

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DETERMINING OUTSIDE CITY CASE (OSC) 23-01 IS CONSISTENT WITH THE REDLANDS GENERAL PLAN AND THE PUBLIC HEALTH, SAFETY, WELFARE, AND BEST INTERESTS OF THE CITIZENS OF REDLANDS ARE SERVED BY THE CONTINUED PROCESSING OF OSC 23-01

WHEREAS, Samuel Herrera has filed an application for an Outside City Case (OSC) No. 23-01 with the City of Redlands for a water connection and sewer connection for a proposed single-family residence on a vacant parcel located at 1231 Ansley Lane in the unincorporated community of Mentone (Tract 13514 - Lot 7, APN: 0298-391-07-0000); and

WHEREAS, Samuel Herrera has concurrently applied for a pre-annexation agreement with the Development Services Department;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council hereby determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15303(a) and 15319(b) as CEQA exempts the conversion of small structures and the annexation of lots for exempt facilities.

Section 2. The City Council hereby determines that OSC 23-01 is consistent with the City of Redlands General Plan and the public health, safety, welfare, and best interests of the citizens of Redlands are served by the City's continued processing of the application; and

Section 3. The City Council hereby directs staff to prepare a pre-annexation agreement for 1231 Ansley Lane in the unincorporated community of Mentone (Tract 13514 - Lot 7, APN: 0298-391-07-0000).

PASSED AND ADOPTED at a meeting of the City Council of the City of Redlands held on April 4, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a special meeting thereof held on the 4th day of April, 2023.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

OSC 23-01
PROJECT DETAILS

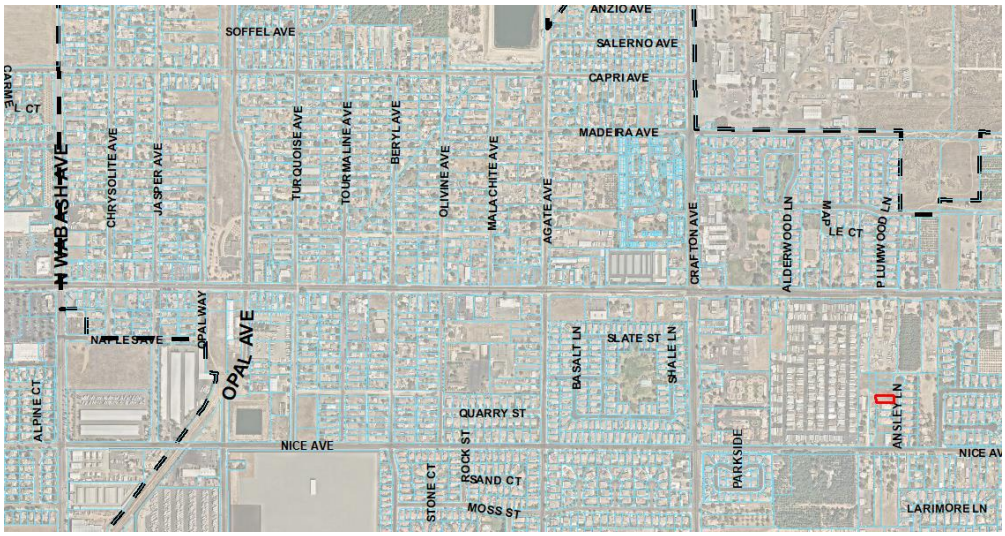
Attachment A-1
Project Summary

OSC 23-01
PROJECT DETAILS

SUMMARY TABLE, SUMMARY, AND LOCATION MAP
RESIDENTIAL PROJECT APPLICATIONS
CALENDAR YEAR 2023

OSC CASE #	DEVELOPER	LOCATION	UNITS
23-01	Samuel Herrera	1231 Ansley LaneTract 13514, Lot 7	1

OSC 23-01 is located at 1231 Ansley Lane in the unincorporated community of Mentone (Tract 13514 - Lot 7, APN: 0298-391-07-0000). The project is located approximately ~1.16 miles east and 0.36 miles south of the city limits. Staff review indicates the project is consistent with the City's General Plan.



OSC 23-01
PROJECT DETAILS

DISCUSSION OF SUBSECTION H. CRITERIA – RMC 13.060.050 H

(H.1.) Relationship of the property and its proposed use to the city's General Plan and zoning ordinances.

The City of Redlands General Plan Land Use Map shows the subject property designated as 'Low Medium Density Residential' (defined as 6.0-8.0 dwelling units per gross acre). The subject property was formed under the jurisdiction of San Bernardino County and currently exists as a legal lot of record. The subject property is currently vacant and will be developed with a single-family residence in the future. The property has a lot size approximately 9,042 square feet in size and is physically suitable for the proposed use.

In the event that this property and surrounding properties were to be annexed in the future, the subject property would likely be zoned Single Family Residential (R-1) which is consistent with the City's General Plan designation of Low Density Residential. At that time, all future development or subdivision within the area would then be required to be consistent with the R-1 zoning and Low Medium Density General Plan designation.

(H.2.) Relationship of the property and its proposed use to the City's Water Master Plans, the City's Water Capital Improvement Programs and the City's Sewer Master Plans:

The 2022 Water Master Plan included the area of the property in their service area study, and the incremental demand was included in sizing the existing water mains that serve the area. There is an existing 8" water main already in Ansley Lane. The 2021 Wastewater Master plan included the area of the property in their service area study and the incremental demand was included in sizing sewer mains that serve the area. There is an existing 8" sewer main already in Ansley Lane.

(H.3.) Proximity of the property to the city's boundaries and existing utility infrastructure:

The project is within the city's Sphere of Influence as defined by LAFCO. The project is located approximately 1.16 miles east and 0.36 miles south of the Redlands city limits.

The project is subject to meeting utilities development requirements. The development requirements for water infrastructure are contained within this staff report.

(H.4.) The Proposed Potential for New Revenue Sources for the city to Pay for City Services Provided to the Project as a Result of Annexation and Development of the Property:

Staff has examined two factors of potential revenue to the city given the provision that the project is annexed into the city and the site is developed.

POTENTIAL REVENUE FROM DEVELOPMENT

If the property were annexed into the city with the proposed development of the site, the following is an estimate of revenues per unit that are in excess of utility impact fee revenue:

- Water Capital Improvement and Water Source, both of which are assessed on a per unit basis at the time of setting the water service meter, will be paid at the current development impact fee schedule.
- The project does not qualify as infill development and will therefore be required to pay all capital improvement and other development fees which would be applicable to the property if it were within the City limits at the time of extension of such services as required per Measure U.

(H.5.) The Proposed Standards for Development of the Property:

The subject property is currently vacant and will ultimately be developed with a single-family residential dwelling. The current proposal is for only irrigation purposes. The proposed residential development is consistent with the General Plan Land Use Map and the suggested R-1 (Single Family Residential) zoning district.

Should this property be annexed in the future, it is likely that the property would be zoned Single Family Residential Estate (R-1) for consistency with the City's General Plan. The standards for the R-1 District are outlined in the table below. The proposed residential development appears to be consistent with the City development standards.

City of Redlands, Single Family Residential (R-1) District Standards.

	Development Standard	**Proposal**	**Complies?**
Minimum Lot Area	7,200 square feet Minimum	9.042 square feet	Yes
Minimum Lot Width	60 feet minimum;	61.5 feet	Yes
Minimum Lot Depth	100 feet minimum	~ 147 feet	Yes
Maximum Lot Coverage	30 percent	TBD	Yes
Front Yard	25 feet minimum;	TBD	Yes
Side Yard	5 feet minimum on one site and 10 feet on the other side.	TBD	Yes
Rear Yard	25 feet minimum	TBD	Yes
Density	One Dwelling Unit per Lot	One Dwelling Unit per Lot	Yes

The proposed development of the project site is for a single family residence. The project location is within the County of San Bernardino.

OSC 23-01
PROJECT DETAILS

DRAFT DEVELOPMENT REQUIREMENTS

The following items are required prior to approval of APPLICATION FOR WATER SERVICE AND SEWER SERVICE CONNECTIONS.

1. Pay the Water Capital Improvement Charge and Water Source Acquisition Charge.
2. Pay all capital improvement and other development fees which would be applicable to the property if it were within the City limits at the time of extension of such services as required per Measure U.
3. Pay the Sewer Capital Improvement Charge.

City Council/Successor Agency Meeting **G. 13.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8456 relating to Pre-Annexation Agreement No. 23-01 for the provision of water service to a vacant lot for a water connection and sewer connection for a proposed single-family residence on a vacant parcel located at 1231 Ansley Lane in the unincorporated community of Mentone, (APN: 029-391-07-0000) and determine that approval of this resolution is exempt from environmental review pursuant to Sections 15319 and 15303(d) of the California Environmental Quality Act (CEQA) guidelines (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8456.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8456 to approve Pre-Annexation No. 23-01 for the provision of water and sewer service to a 8,967 square-foot parcel located at 1231 Ansley Lane in the unincorporated community of Mentone, and determine that approval of Resolution No. 8456 is exempt from environmental review pursuant to Sections 15319 and 15303 of the California Environmental Quality Act guidelines.

DISCUSSION:

A) Background

The project is located at 1231 Ansley Lane in the unincorporated community of Mentone on a vacant 8,967 square-foot lot (Attachments A and B). The site is located in the County of San Bernardino and the County would be the approval authority for any future construction on this parcel, due to the site's location outside of the City limits. The County does not provide domestic water or sewer services to the site. The City of Redlands has the ability to provide both water and sewer services to unincorporated areas surrounding the City. On April 4, 2023, the City Council authorized staff to proceed with the preparation of a Pre-Annexation Agreement for the subject property. In the interests of expediency, the Pre-Annexation agreement has already been prepared and is attached to Resolution No. 8456 (Attachment C). The applicant, Samuel Herrera, is proposing to connect to City water service and sewer service to enable the development of the parcel with a single-family residence. This request for a Pre-Annexation Agreement is necessary for the property owner to obtain City water service and sewer service.

B) General Plan Consistency

The subject property has a lot area of approximately 8,967 square feet, and a General Plan land use designation of Low Density Residential, which allows up to six units per acre. The applicant is working with the County of San Bernardino for the construction of a single-family residence. Development of the site with a single-family residence will be consistent with the General Plan's land use designation as Low Density Residential. In the event that the property is annexed into the City, the property would most appropriately be zoned Single-Family Residential (R-1) under the City's zoning code. The proposed development of the site with a single-family residential use is permitted in the R-1 District. The City Council adopted Resolution No. 8458 finding that Outside City Case No. 23-01 for water distribution system and sewer collection system connection for 1231 Ansley Lane, Redlands is consistent with the Redlands General Plan and the public health, safety and welfare of the citizens of Redlands.

C) Environmental Review

The "project" before the City for purposes of the California Environmental Quality Act (CEQA) is the decision by the City Council to enter into a Pre-Annexation Agreement with the property owner for a parcel located outside the City. This will enable the provision of City domestic water service and sewer service, making it possible for the property owner to develop the site with a single-family residence. This type of application is exempt from environmental review pursuant to CEQA Guidelines Section 15319 (Annexations of Existing Facilities

and Lots for Exempt Facilities) and Section 15303 (New Construction of Small Structures), which exempts construction of a single-family residence and extensions of water mains of a reasonable length to support the construction of a single-family residence. There is no possibility of any significant environmental effects as a result of the Pre-Annexation Agreement.

ALTERNATIVES:

The City Council can continue the item and request more information on any specific concerns.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Fiscal Year:	FY 2022-23
Appropriation Required Y/N:	No
Budgeted Y/N:	N

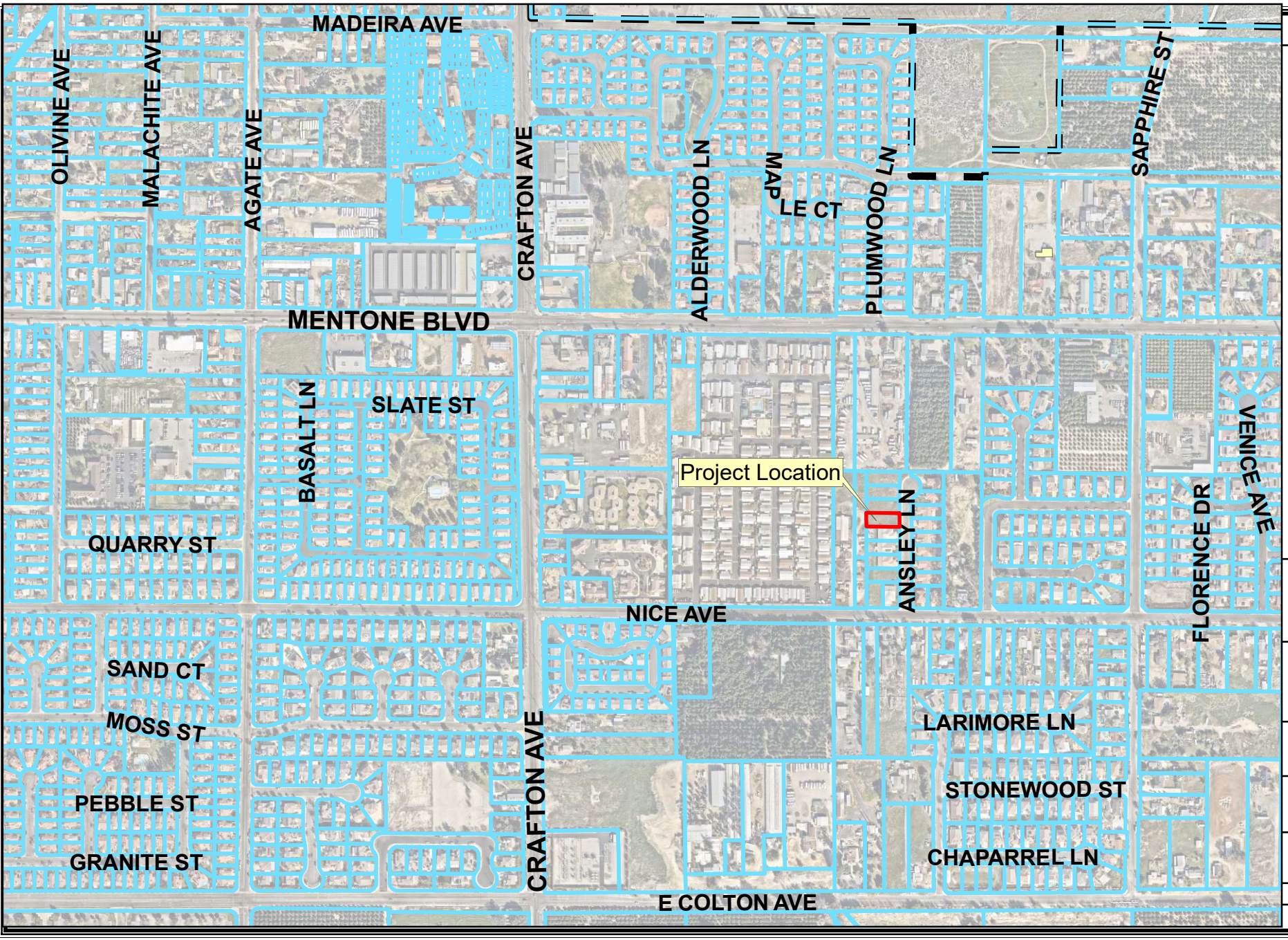
Discussion:

Applicant paid appropriate application fees for the Pre-Annexation Agreement. The developer will pay all capital improvement and other development fees which would be applicable to the property if it were within the City limits at the time of connection to the water and sewer utility service mains.

Attachments

Attachment A - Location Map
Attachment B - Aerial Photograph
Attachment C - Resolution No. 8456

Pre-Annexation Agreement
Exhibit A Pre-annexation Herrera Site Plan
Exhibit B Pre Annexation Herrera Grant Deed



Title

OSC 23-01

Attachment A

This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

N
W E
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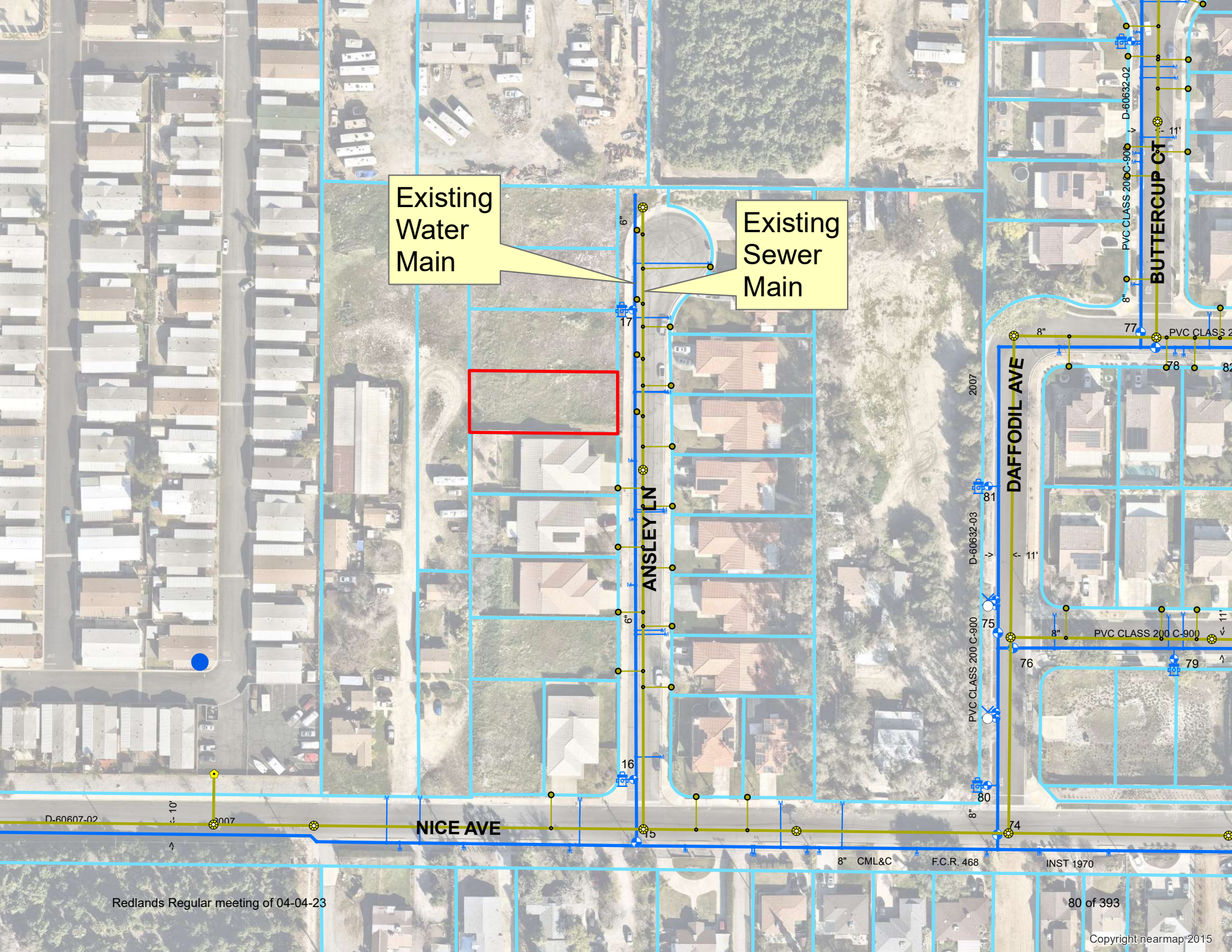
Scale
0 310 620
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

March 2, 2023

OneStop.mxd


Existing Water Main
Existing Sewer Main
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BUTTERCUP CT
NICE AVE
PVC CLASS 200 C-900
D-60632-02
D-60632-03
D-60607-02
8" CML&C
F.C.R. 468
INST 1970
Copyright nearmap 2015

RESOLUTION NO. 8456

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING PRE-ANNEXATION AGREEMENT NO. 23-01, RELATED TO OUTSIDE CITY UTILITY CONNECTIONS FOR WATER SERVICE AND SEWER SERVICE FOR A VACANT LOT LOCATED AT 1231 ANSLEY LANE (APN: 0298-391-07-0000), WITHIN THE UNINCORPORATED COMMUNITY OF MENTONE WITHIN SAN BERNARDINO COUNTY.

WHEREAS, on December 20th, 2022, Samuel Herrera filed an application for Outside City Case No. 23-01 and Pre-Annexation No. 23-01 with the City for outside City utility connections for a vacant 8,967 square foot parcel located at 1231 Ansley Lane (APN: 0298-391-07-0000) in the unincorporated community of Mentone within San Bernardino County; and

WHEREAS, on April 4, 2023, the City Council found that Outside City Case No. 23-01 was consistent with the City's General Plan and determined the public health, safety, and welfare of the residents of Redlands would be served by the City's continued processing of the Outside City Case application, determined that the City of Redlands was acting as a Responsible Agency under the California Environmental Quality Act, and directed staff to prepare a Pre-Annexation Agreement; and

WHEREAS, the subject property's land use designation in the 2035 General Plan is Low Density Residential and the proposed project is consistent with the 2035 General Plan land use designation;

WHEREAS, the proposal is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(a) for existing facilities and Section 15319 pertaining to annexations of existing facilities and lots for exempt facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

SECTION 1. The City Council of the City of Redlands hereby determines that the proposed Pre-Annexation Agreement is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities) and Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities).

SECTION 2. The City Council hereby approves Pre-Annexation No. 23-01 (Exhibit A) for the provision of water service and sewer service to enable development of a vacant lot located at 1231 Ansley Lane (APN: 0298-391-07-0000) in the unincorporated community of San Bernardino County.

ADOPTED, SIGNED AND APPROVED this 4th day of April, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 4th day of April 2023, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

Pre-Annexation Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

(THIS SPACE FOR RECORDER'S USE ONLY)

EXEMPT FROM FEES PER GOVERNMENT CODE SECTION 27388.1

AGREEMENT FOR ANNEXATION AND PROVISION FOR CITY UTILITY SERVICES

This Agreement for Annexation and Provision of City Utility Services ("Agreement") is made and entered into this 4th day of April, 2023 by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California ("City") and Samuel Herrera, ("Property Owner"). City and Property Owner are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, to provide for orderly planning, City (1) has the authority pursuant to Government Code sections 65300 and 65301 to include within its General Plan property outside its boundaries which is in City's sphere of influence or, which in City's judgment, bears a relation to its strategic planning, and (2) also has the authority pursuant to Government Code section 65859 to pre-zone property within its sphere of influence for the purpose of determining the zoning designation that will apply to such property in the event of a subsequent annexation of the property to City; and

WHEREAS, California case law, including but not limited to, *Dateline Builders, Inc. v. City of Santa Rosa* (1983) 146 Cal. App. 3d, 520 and *County of Del Norte v. City of Crescent City* (1999) which state in relevant part that it is not against the law or public policy for a city or county to use utilities as a tool to manage growth, provides that a city has no obligation, and may use its sole discretion, to extend utility services outside its corporate boundaries; and

WHEREAS, Property Owner owns a vacant parcel of land generally located at 1231 Ansley Lane and identified as county of San Bernardino Assessor's Parcel Number 0298-391-07-0000 ("Property") in the unincorporated area of the county of San Bernardino within the City's sphere of influence, has made a request and application to City to receive water service for property located in the unincorporated area of the county of San Bernardino, and has provided evidence satisfactory to City that Property Owner is the fee owner of the Property; and

WHEREAS, Government Code section 56133 authorizes the City to provide new or extended utility services by contract outside its jurisdictional boundaries if it first receives written approval from the Local Agency Formation Commission for San Bernardino County ("LAFCO"), and provides that LAFCO may authorize City to provide such services within City's sphere of influence in anticipation of a later change of organization; and

WHEREAS, City's General Plan and Chapter 13.60 of the Redlands Municipal Code establish policies and procedures for the approval of City utility services to properties located within the City's sphere of influence and require, among other things, the owner of the property to be served to enter into an agreement, and record the same in the official records of the county of San Bernardino, requiring the property owner to annex the property to City upon certain conditions; and

WHEREAS, City has prepared a General Plan for the unincorporated area in which the Property is located to provide for the orderly planning of such area, and has determined that the proposed development of the Property is consistent with the goals and policies of City's General Plan; and

WHEREAS, it is the policy and goal of City to discourage and not facilitate development in City's sphere of influence which is unwilling and/or fails to comply with City's General Plan and City's development standards by refusing to extend utility services in such instances; and

WHEREAS, pursuant to the requirements of Chapter 13.60 of the Redlands Municipal Code and in consideration of City's agreement to extend utility services outside its jurisdictional boundaries to the Property, Property Owner has entered into this Agreement to provide assurances to City that connection to City's domestic water system will occur in accordance with the Redlands General Plan and the development standards of the Redlands Municipal Code, and that the Property shall be annexed to City in accordance with this Agreement's terms, provisions and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and Property Owner agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct.

2. Provision of Utility Services. City agrees to provide domestic water service to the Property consistent with the terms and conditions of this Agreement, provided that the connection complies with all rules and regulations of City governing the extension and provision of utility services to properties located outside City's boundaries at the time a request by Property Owner for application for a water connection is approved by City's Municipal Utilities and Engineering Department. Nothing herein represents a commitment by City to provide such service unless and until Property Owner complies with all such rules and regulations. As a condition of approval of an application for water connection, and prior to receiving any service, Property Owner agrees to pay the full cost of such service as established by City for the extension of utility services to the Property.

3. Agreement to Develop by City Standards. In consideration of City's agreement to provide City water service to the Property, Property Owner shall develop the Property in accordance with the Redlands General Plan and any applicable development standards of the Redlands Municipal Code.

4. Agreement to Annex. In consideration of City's agreement to provide City water service to the Property, Property Owner hereby irrevocably consents to annexation of the Property to City and agrees it shall take any and all reasonable and necessary actions, and fully and in good faith to cooperate with City, to cause the annexation of the Property to City. Property Owner and City agree that in the event City initiates an annexation of the Property, City shall be responsible for the costs of such annexation. In all other instances where the annexation of the Property is proposed to City, Property Owner shall be responsible for such costs.

5. Payment of Fees. As a condition of receiving domestic water service from City, Property Owner shall pay to City all then-established applicable development impact fees, water acquisition fees, and user fees specifically for such domestic water service.

6. Taxes and Assessments. Property Owner hereby consents to the imposition of and agrees that Property Owner shall pay, all taxes and assessments imposed and/or levied by City which may be applicable to the Property at the time the Property is annexed to City.

7. Recordation. By entering into this Agreement, Property Owner and City acknowledge and agree that, among other things, it is the express intention of the Parties that any and all successors in interest, assigns, heirs, and executors of Property Owner shall have actual and constructive notice of Property Owner's obligations under, and the benefits and burdens of, this Agreement. Therefore, this Agreement and any amendments hereof shall be recorded in the official records of the county of San Bernardino. Property Owner further agrees that City shall, at the sole cost of Property Owner, have the right to cause the recordation of this Agreement.

8. Breach/Failure to Annex In the event Property Owner fails to comply with its obligations under this Agreement or takes any action to protest, challenge, contravene, or otherwise breach any of its obligations or representations under this Agreement, City shall have the right to, without any liability whatsoever, cease the provision of City utility services to the Property. This right shall be in addition to any other legal or equitable relief available to City.

9. Not a Partnership. The Parties specifically acknowledge that Property Owner's development of the Property is a private project, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. No partnership, joint venture, or other association of any kind is formed by this Agreement. The only relationship between City and Property Owner is that of a governmental entity regulating the development of private property and the owner of such property.

10. Indemnity and Cost of Litigation.

A. Property Owner agrees to and shall hold City, and its elected and appointed officials, officers, agents, and employees free and harmless from any and all liability for damage or claims for damage for personal injury, including death, and claims for property damage which may

arise from the operations, errors, or omissions of Property Owner or those of its contractors, subcontractors, agents, employees or any other persons acting on Property Owner's behalf which relate to development of the Property. Property Owner agrees to and shall defend, indemnify and hold harmless City, its elected officials, officers, agents, employees, and representatives from all actions for damages caused or alleged to have been caused by reason of Property Owner's acts, errors, or omissions in connection with the development of the Property. This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of Property Owner's or its representatives' acts, errors or omissions regardless of whether or not City supplied, prepared or approved plans or specifications relating to the development of the Property and regardless of whether or not any insurance policies of Property Owner relating to such development are applicable.

B. Property Owner shall defend, at its expense, including attorneys' fees, indemnify and hold harmless City, and its elected and appointed officials, officers, agents, and employees from any claim, action, or proceeding against any of them to attack, set aside, void or annul the approval of this Agreement or the approval of any permit or entitlement granted in furtherance of this Agreement. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding.

11. Liquidated Damages. In the event that the property is not annexed to City in accordance with the terms of the Agreement, the existing owner of the Property shall pay each year to City, as liquidated damages, a sum equal to the property taxes and any sales taxes the City would have received had the Property been annexed. Failure to make such liquidated damages payments shall be good cause for City to cease service to the Property.

12. Section Headings. All section headings and sub-headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of California.

14. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for a Party's use of in-house counsel.

15. Binding Effect. The burdens of this Agreement bind and the benefits of this Agreement inure to the assigns and successors in interest of the Parties.

16. Authority to Execute. The person or persons executing this Agreement warrant and represent that they have the authority to execute this Agreement on behalf of the legal, fee title owner of the Property.

17. Waiver and Release. Property Owner hereby waives and releases any and all claims it may have against City, and its elected and appointed officials, officers, employees, and agents with respect to any City actions or omissions relating to the development of the Property, and the Parties' entry into, and execution of, this Agreement. Property Owner makes such waiver and release with full knowledge of Civil Code Section 1542 and hereby waives any and all rights

thereunder to the extent of this waiver and release, of such Section 1542 is applicable. Civil Code Section 1542 provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

18. Construction. The Parties agree that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The Parties further agree that this Agreement represents a voluntary "arms-length" transaction agreed to by and between the Parties and that each Party has had the opportunity to consult with legal counsel regarding the terms, conditions, and effect of this Agreement.

19. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties as to the matters contained herein, and there are no oral or written representations, understandings, or ancillary covenants or agreements which are not contained or expressly referenced herein, and no testimony or evidence of any such representations, understandings or covenants shall be admissible in any preceding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

CITY OF REDLANDS	PROPERTY OWNER
By: _____	By: _____
Eddie Tejeda, Mayor	Samuel Herrera, Owner

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

SITE PLAN

EXHIBIT “B”

GRANT DEED

GENERAL NOTES:

1. PER 2019 CPC 408.3 INDIVIDUAL SHOWER AND TUB-SHOWER COMBINATION CONTROL VALVES. SHOWERS AND TUB-SHOWER COMBINATIONS SHALL BE PROVIDED WITH INDIVIDUAL CONTROL VALVES OF THE PRESSURE BALANCE, THERMOSTATIC, OR COMBINATION PRESSURE BALANCE/THERMOSTATIC MIXING VALVE TYPE THAT PROVIDE SCALD AND THERMAL SHOCK PROTECTION FOR THE RATED FLOW RATE OF THE INSTALLED SHOWERHEAD. HANDLE POSITION STOPS SHALL BE PROVIDED ON SUCH VALVES AND SHALL BE ADJUSTED PER THE MANUFACTURER'S INSTRUCTIONS TO DELIVER A MAXIMUM MIXED WATER SETTING OF 120°F.

2. WASHING MACHINE TO HAVE WATER HAMMER, PER 2019 CA. PLUMBING CODE. 609.10 WATER HAMMER. BUILDING WATER SUPPLY SYSTEMS WHERE QUICK-ACTING VALVES ARE INSTALLED SHALL BE PROVIDED WITH WATER HAMMER ARRESTER(S) TO ABSORB HIGH PRESSURES RESULTING FROM THE QUICK CLOSING OF THESE VALVES. WATER HAMMER ARRESTERS SHALL BE APPROVED I MECHANICAL DEVICES IN ACCORDANCE WITH ASSE 1010 OR PDIWH 201 AND SHALL BE INSTALLED AS CLOSE AS POSSIBLE TO QUICK ACTING VALVES.

3. NEW HOT WATER PIPING TO BE INSULATED PER 2019 CA. PLUMBING CODE, SECTION #609.11.

A- PRIOR TO BIDDING THE WORK THE CONTRACTOR SHALL VISIT THE SITE. TO VERIFY THE SCOPE OF WORK, DIMENSIONS AND THE EXISTING CONDITIONS. AND TO NOTIFY THE OWNER OR THE DESIGNER OF ANY DISCREPANCIES.

B- WALL SHEATING SHALL BE APA RATED SHEATING STRUCTURAL I OR II PLYWOOD.

C- STUDS AND PLATES DOUGLAS FIR LARCH STANDARDS.

D- DBL BLDG. PAPER "D" IS REQUIRED OVER ALL EXTERIOR SHEAR PANELS.

E- "CONTRACTOR TO VERIFY THAT A SMOKE DETECTOR AND A CARBON MONOXIDE UNIT IS PROVIDED IN EACH SLEEPING ROOM AND IN EACH CORRIDOR OF AREA GIVING ACCESS TO EACH SLEEPING AREA".

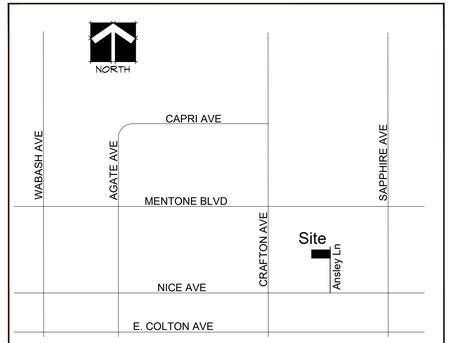
F- ALL NEW HOSE BIBS MUST HAVE AN APPROVED ANTI-SIPHON DEVICE CPC 603.3

EV charging: 1- & 2-family dwellings/townhouses with attached private garages
• Install a listed raceway to accommodate a dedicated 208/240-volt branch circuit for each dwelling unit.
• Raceway shall not be less than trade size 1 (nominal 1-inch inside diameter).
• Raceway shall originate at the main service or subpanel and terminate into a listed cabinet, box or other enclosure in close proximity to the proposed location of an EV charger.
• Raceways are required to be continuous at enclosed, inaccessible or concealed areas and spaces.
• Service panel and/or subpanel shall provide capacity to install a 40-ampere minimum dedicated branch circuit and space(s) reserved to permit installation of a branch circuit overcurrent protective device. Service panel or subpanel circuit
HCD SHL 605 (Rev. 4/16) Page 2 of 10
directory shall identify the overcurrent protective device space(s) reserved for future EV charging as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE".

PER 2019 CBC SECTION 1705 "REQUIRED SPECIAL INSPECTIONS AND TESTS"

1705.11.1 STRUCTURAL WOOD. CONTINUOUS SPECIAL INSPECTION IS REQUIRED DURING FIELD GLUING OPERATIONS OF ELEMENTS OF THE MAIN WINDFORCE-RESISTING SYSTEM. PERIODIC SPECIAL INSPECTION IS REQUIRED FOR NAILING, BOLTING, ANCHORING AND OTHER FASTENING OF ELEMENTS OF THE MAIN WINDFORCE-RESISTING SYSTEM, INCLUDING WOOD SHEAR WALLS, WOOD DIAPHRAGMS, DRAG STRUTS, BRACES AND HOLD-DOWNS. EXCEPTION: SPECIAL INSPECTIONS ARE NOT REQUIRED FOR WOOD SHEAR WALLS, SHEAR PANELS AND DIAPHRAGMS, INCLUDING NAILING, BOLTING, ANCHORING AND OTHER FASTENING TO OTHER ELEMENTS OF THE MAIN WIND FORCE- RESISTING SYSTEM, WHERE THE FASTENER SPACING OF THE SHEATHING IS MORE THAN 4 INCHES (102 MM) ON CENTER.

(SITE ADDRESS) BUILDING SHALL HAVE ADDRESS NUMBERS PLACED IN A POSITION THAT IS PLAINLY LEGIBLE AND VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. THESE NUMBERS SHALL BE IN CONTRACT WITH THE BACKGROUND COLOR, BE ARABIC OR ALPHABETICAL LETTERS AND BE A MINIMUM OF 4 INCHES HIGH WITH A MINIMUM STROKE OF 0.5 INCHES (CRC SECTION R319).



VICINITY MAP N.T.S.

SCOPE OF WORK:

PROPOSED 1 STORY RESIDENTIAL HOUSE WITH 3 CAR GARAGE

PROJECT DATA:

APN : 0298-391-08-0000

PROPOSED ONE STORY FLOOR PLAN:	2,134 S.F.
FRONT PORCH:	154 S.F.
PROPOSED 3 CAR ATTACHED GARAGE:	695 S.F.
TOTAL SQUARE FOOTAGE:	2,983 S.F.
LOT. SIZE:	8,967 S.F.
LOT COVERAGE: 2,829 / 7,900 =	35.81 %

ALL CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE:

2019 CALIFORNIA BUILDING CODE (CBC)
2019 CALIFORNIA ELECTRICAL CODE (CEC)
2019 CALIFORNIA PLUMBING CODE (CPC)
2019 CALIFORNIA MECHANICAL CODE (CMC)
2019 CALIFORNIA FIRE CODE (CFC)
2019 ENERGY STANDARDS

2019 CALIFORNIA RESIDENTIAL CODE (CRC)
2019 CALIFORNIA GREEN BUILDING CODE

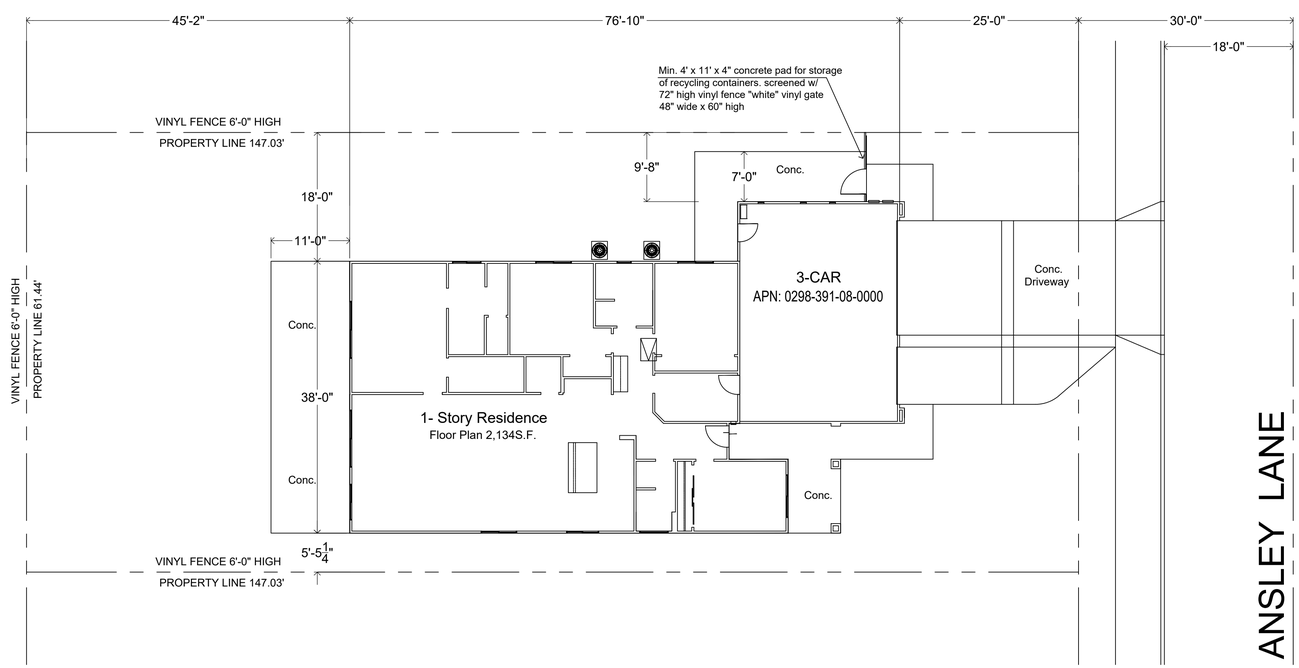
DESIGN DATA:

OCCUPANCY GROUP TYPE: U/R3
TYPE OF CONSTRUCTION : V-B
ZONING DESIGNATION: RESIDENTIAL
FIRE SPRINKLERS: YES

DESIGN LOAD:

1- ROOF DEAD LOAD: 20.0 PSF
MAX. TILE WEIGHT IS: 10.0 PSF
2- ROOF LIVE LOAD: 20.0 PSF
3- WIND EXPOSURE: "C"
4- WIND SPEED: 135 MPH
5- SITE CLASS: "D"
6- Ss = 2.767 Sms = 2.767
S1 = 1.323 Sm1 = 1.984
Fa = 1.0 SDs = 1.2
Fv = 1.5 SD1 = 0.600
7- SEISMIC DESIGN CATEGORY = "D"

SHEET	INDEX
A1-0	SITE PLAN
A1-1	BEST MANAGEMENT PLAN
A2-0	FLOOR PLAN & SECTION
A3-0	ELEVATIONS
A4-0	ROOF PLAN
A5-0	ELECTRICAL PLAN
T-1	TITLE -24-
T-2	TITLE -24-
T-3	TITLE -24-
S -1	FOUNDATION PLAN
S -2	ROOF FRAMING PLAN
FD-1	STRUCTURAL DETAILS
SD-1	STRUCTURAL DETAILS
SN 1	STRUCTURAL NOTES
SN 1A	FASTENING DETAILS
SN 2	STRUCTURAL DETAILS



LIST OF DEFERRED SUBMITTALS:

TRUSS CALCULATIONS

TRUSSES ARE A DEFERRED SUBMITTAL ITEM. TRUSS PLANS AND CALCULATIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW BEFORE SUBMITTING TO THE BUILDING DEPARMENT. THE TRUSS DESIGN SHALL BE APPROVED BY THE BUILDING DEPARTMENT BEFORE THE TRUSSES ARE INSTALLED. E.O.R. SHALL PROVIDE A SIGNED & SEALED LETTER STATING THAT THE TRUSS DESIGN LOADS ARE IN CONFORMANCE WITH THE BUILDING DESIGN.

FIRE SPRINKLERS NOTES:

PLANS FOR FIRE SPRINKLERS SHALL BE SUBMITTED TO FIRE DEPARTMENT AND APPROVED PRIOR TO INSTALLATION, NO BUILDING INSPECTIONS SHALL BE PERFORMED BEYOND FRAMING AND VENTILATION UNTIL FIRE SPRINKLERS ARE APPROVED

SOLAR SYSTEM DEFERRED SUBMITTAL

2.12 Kwdc PV System IS REQUIRED UNDER A SEPARATE PERMIT

SITE PLAN

SCALE: 1"=10'-0"

ALFA DESIGN
6372 Garden Hills Way
Riverside, CA. 92506
gedriverside@gmail.com
TEL: 951 . 454 . 0912

REVISION		BY
1	-	EA
2	-	EA
3		EA
4		EA

JOB LOCATION
1235 ANSLEY LN.
MENTONE CA 92359
APN 0298-391-08-0000

OWNER
ROSARIO FLORES
16565 Cheltenham Rd
RIVERSIDE CA. 92504
TEL: (951) 201.2127

DESIGNER
ELIAS ALFATA
951.454.0912

E.ALFATA 4-2022

SITE PLAN
SINGLE FAMILY RESIDENCE

SCALE 1" = 20'-00"
DATE 03/10/2022
DESIGNER ELIAS ALFATA
ENGINEER N/A
REVIEWED BY ELIAS ALFATA
JOB No 21-28879
SHEET A1-0
PRINT DATE 3/2022

RECORDING REQUESTED BY:
~~Stewart Title Guaranty Company~~

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

Samuel Herrera

631 Cactus Street
San Jacinto, CA 92582

ORDER NO. NSWPUR21415854
APN: 0298-391-07-0000

Property Addr: vacant land, Mentone, CA 92359

Electronically
Recorded In Official Records
San Bernardino County

Bob Dutton
Assessor-Recorder-County Clerk

DOC# 2021-0574445

12/27/2021
01:36 PM
SAN

I1113

Titles: 1 Pages: 4

Fees	$23.00
Taxes	$115.50
CA SB2 Fee	$0.00
Total	$138.50

0746357

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $115.50

CITY TAX $0.00

☑ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.

(X) Unincorporated Area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

James A Heine and Nancy J Heine, husband and wife as Joint Tenants

hereby GRANT(S) to Samuel Herrera, married man as his sole and sepaate property

the following described real property, County of San Bernardino, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Mail Tax Statements to
SAME AS ABOVE

December 15, 2021

James A Heine

Nancy J Heine

MAIL TAX STATEMENT AS DIRECTED ABOVE

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

State of California
County of San Bernardino

On December 16, 2021 before me Zulma Mendoza, Notary Public personally appeared James A Heine and Nancy J. Heine, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in his~~/her~~/their authorized capacity(ies), and that by his~~/her~~/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(seal)

NRO1 ZULMA MENDOZA COMM. #2278180 Notary Public - California San Bernardino County My Comm. Expires Feb. 26, 2023 NRO1

Order No.: NSWPUR21415854
Grant Deed Sale

City Council/Successor Agency Meeting **G. 14.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8459 for a new connection to the City of Redlands water distribution system and sewer collection system at 1235 Ansley Lane in the unincorporated community of Mentone, Tract 13514, Lot 8, Outside City Case No. 23-02, and determine that the Resolution is exempt from environmental review pursuant to Sections 15303(a) and 15319(b) of the California Environment Quality Act (CEQA) guidelines (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8459.

RECOMMENDATION:

Staff recommends City Council adoption of Resolution 8459.

DISCUSSION:

Staff recently received a water connection and sewer connection application, from Rosario Flores, for the property located at 1235 Ansley Lane in the unincorporated community of Mentone, Tract 13514, Lot 8 (APN 0298-391-08-0000), which is a vacant parcel located approximately 1.16 miles east and 0.36 miles south of the Redlands city limits in the Mentone area. The Redlands Municipal Code (RMC) requires the Municipal Utilities and Engineering Department (MUED) Director and Development Services Department (DSD) Director to present completed applications for utility connections outside the city limits to City Council to determine if the public health, safety and welfare, and the best interests of the citizens of Redlands is

served by the application, and to provide direction to staff regarding the preparation of pre-annexation agreements.

The following items were reviewed and deemed complete by the MUED and DSD Directors:

1. Application for availability for an Outside City Case for water connection and sewer connection;
2. Application for environmental review and a pre-annexation agreement;

Outside City Case 23-02 is a small project including one (1) lot proposed for the future construction of a single-family residential development (see Attachment A-1). Currently, twenty-five (25) residential unit water and sewer connections are available for small projects. In accordance with State law, utility services may be extended beyond the City limits at the discretion of the City.

Pursuant to the RMC, the City Council may consider the following factors in making its determination that the public health, safety and welfare, and the best interests of the citizens of Redlands is served by the application:

1. The relationship of the property and its proposed use to the City's General Plan and zoning ordinances;
2. The relationship of the property and its proposed use to the City's Water Master Plan, the City's Water Capital Improvement Programs, the City's Sewer Master Plan, and the City's Sewer Capital Infrastructure program;
3. The proximity of the property to the City's boundaries and existing utility infrastructure;
4. The proposed potential for new revenue sources for the City to pay for City services provided to the project as a result of annexation and development of the property; and,
5. The standards proposed for development of the property.

Approval of Outside City Case No. 23-02 allows the applicant to physically connect to the water and sewer systems which serves the public health, safety and welfare, and the best interests of the citizens of Redlands.

Consistency with the General Plan:

The subject property is located in the Low/Medium Density land use designation of the General Plan, which supports residential uses such as single-family homes. The property is approximately 0.21 acres and is currently undeveloped. The eventual use of this parcel is consistent with the City of Redlands General Plan.

Water and Sewer facilities are already site adjacent to an 8" water main and 8" sewer main in Ansley Lane.

Environmental Review:

The adoption of Resolution No. 8459 is exempt from the California Environmental Quality Act (CEQA) review in accordance with Section 15303(a) (Conversions of Small Structures) and Section 15319(b) (Annexations of Existing Facilities and Lots for Exempt Facilities) of the CEQA Guidelines. Section 15303(a) exempts conversions of small structures, including a single-family residence. Additionally, Section 15319(b) exempts the annexation of lots for exempt facilities such as those included in Section 15303.

ALTERNATIVES:

City Council may deny the staff recommendation if Council determines Outside City Case 23-02 does not serve the public health, safety and welfare, and the best interests of the citizens of Redlands, or is inconsistent with the General Plan.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
John Harris, Municipal Utilities and Engineering Director

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Discussion:

The applicant will be required to pay the Water Capital Improvement Charge, Water Source Charge, Sewer Capacity Infrastructure Charge and associated encroachment permit fees. Additional fees will be paid by the applicant as required by Measure “U“.

Attachments

Resolution No. 8549

Attachment A1

RESOLUTION NO. 8459

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DETERMINING OUTSIDE CITY CASE NO. 23-02 IS CONSISTENT WITH THE REDLANDS GENERAL PLAN AND THE PUBLIC HEALTH, SAFETY, WELFARE, AND BEST INTERESTS OF THE CITIZENS OF REDLANDS ARE SERVED BY THE CONTINUED PROCESSING OF OUTSIDE CITY CASE NO. 23-02

WHEREAS, Rosario Flores has filed an application for an Outside City Case No. 23-02 with the City of Redlands for a water connection and sewer connection for a proposed single family residence on a vacant parcel located at 1235 Ansley Lane in the unincorporated community of Mentone (APN: 0298-391-08-0000); and

WHEREAS, Rosario Flores has concurrently applied for a pre-annexation agreement with the Development Services Department;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council hereby determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15303(a) and 15319(b) as CEQA exempts the conversion of small structures and the annexation of lots for exempt facilities.

Section 2. The City Council hereby determines that Outside City Case No. 23-02 is consistent with the City of Redlands General Plan and the public health, safety, welfare, and best interests of the citizens of Redlands are served by the City's continued processing of the application; and

Section 3. The City Council hereby directs staff to prepare a pre-annexation agreement for 1235 Ansley Lane in the unincorporated community of Mentone (APN: 0298-391-08-0000).

PASSED AND ADOPTED at a meeting of the City Council of the City of Redlands held on April 4, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a special meeting thereof held on the 4th day of April, 2023.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

OSC 23-02
PROJECT DETAILS

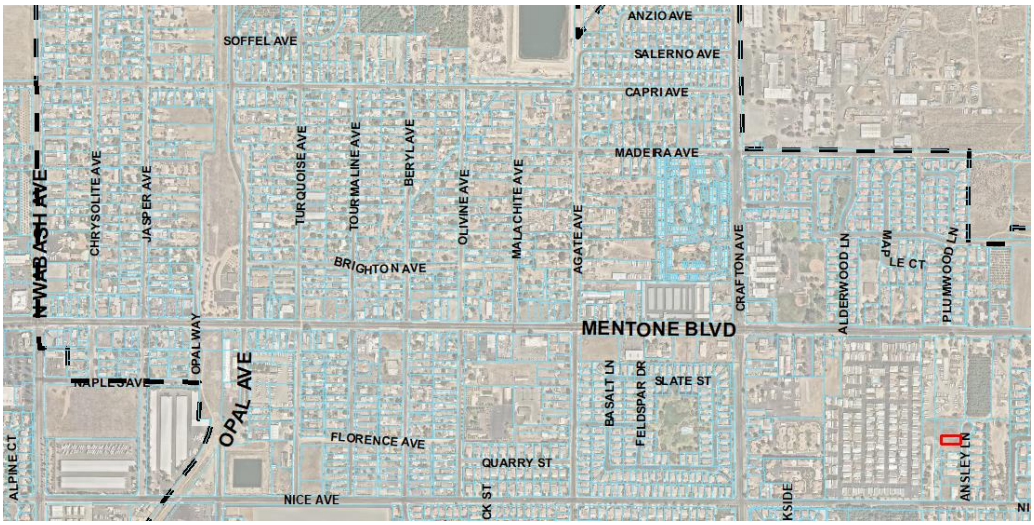
Attachment A-1
Project Summary

OSC 23-02
PROJECT DETAILS

SUMMARY TABLE, SUMMARY, AND LOCATION MAP
RESIDENTIAL PROJECT APPLICATIONS
CALENDAR YEAR 2023

OSC CASE #	DEVELOPER	LOCATION	UNITS
23-01	Samuel Herrera	1231 Ansley Lane Tract 13514, Lot 7	1
23-02	Rosario Flores	1235 Ansley Lane Tract 13514, Lot 8	1

OSC 23-02 is located at 1235 Ansley Lane in the unincorporated community of Mentone (Tract 13514 - Lot 8, APN: 0298-391-08-0000). The project is located approximately ~1.16 miles east and 0.36 miles south of the city limits. Staff review indicates the project is consistent with the City's General Plan.



OSC 23-02
PROJECT DETAILS

DISCUSSION OF SUBSECTION H. CRITERIA – RMC 13.060.050 H

(H.1.) Relationship of the property and its proposed use to the city's General Plan and zoning ordinances.

The City of Redlands General Plan Land Use Map shows the subject property designated as 'Low Medium Density Residential' (defined as 6.0-8.0 dwelling units per gross acre). The subject property was formed under the jurisdiction of San Bernardino County and currently exists as a legal lot of record. The subject property is currently vacant and will be developed with a single-family residence in the future. The property has a lot size approximately 9,042 square feet in size and is physically suitable for the proposed use.

In the event that this property and surrounding properties were to be annexed in the future, the subject property would likely be zoned Single Family Residential (R-1) which is consistent with the City's General Plan designation of Low Density Residential. At that time, all future development or subdivision within the area would then be required to be consistent with the R-1 zoning and Low Medium Density General Plan designation.

(H.2.) Relationship of the property and its proposed use to the City's Water Master Plans, the City's Water Capital Improvement Programs and the City's Sewer Master Plans:

The 2022 Water Master Plan included the area of the property in their service area study, and the incremental demand was included in sizing the existing water mains that serve the area. There is an existing 8" water main already in Ansley Lane. The 2021 Wastewater Master plan included the area of the property in their service area study and the incremental demand was included in sizing sewer mains that serve the area. There is an existing 8" sewer main already in Ansley Lane.

(H.3.) Proximity of the property to the city's boundaries and existing utility infrastructure:

The project is within the city's Sphere of Influence as defined by LAFCO. The project is located approximately 1.16 miles east and 0.36 miles south of the Redlands city limits.

The project is subject to meeting utilities development requirements. The development requirements for water infrastructure are contained within this staff report.

(H.4.) The Proposed Potential for New Revenue Sources for the city to Pay for City Services Provided to the Project as a Result of Annexation and Development of the Property:

Staff has examined two factors of potential revenue to the city given the provision that the project is annexed into the city and the site is developed.

POTENTIAL REVENUE FROM DEVELOPMENT

If the property were annexed into the city with the proposed development of the site, the following is an estimate of revenues per unit that are in excess of utility impact fee revenue:

- Water Capital Improvement and Water Source, both of which are assessed on a per unit basis at the time of setting the water service meter, will be paid at the current development impact fee schedule.
- The project does not qualify as infill development and will therefore be required to pay all capital improvement and other development fees which would be applicable to the property if it were within the City limits at the time of extension of such services as required per Measure U.

(H.5.) The Proposed Standards for Development of the Property:

The subject property is currently vacant and will ultimately be developed with a single-family residential dwelling. The current proposal is for only irrigation purposes. The proposed residential development is consistent with the General Plan Land Use Map and the suggested R-1 (Single Family Residential) zoning district.

Should this property be annexed in the future, it is likely that the property would be zoned Single Family Residential Estate (R-1) for consistency with the City's General Plan. The standards for the R-1 District are outlined in the table below. The proposed residential development appears to be consistent with the City development standards.

City of Redlands, Single Family Residential (R-1) District Standards.

	Development Standard	**Proposal**	**Complies?**
Minimum Lot Area	7,200 square feet Minimum	9.042 square feet	Yes
Minimum Lot Width	60 feet minimum;	61.5 feet	Yes
Minimum Lot Depth	100 feet minimum	~ 147 feet	Yes
Maximum Lot Coverage	30 percent	TBD	Yes
Front Yard	25 feet minimum;	TBD	Yes
Side Yard	5 feet minimum on one side and 10 feet on the other side.	TBD	Yes
Rear Yard	25 feet minimum	TBD	Yes
Density	One Dwelling Unit per Lot	One Dwelling Unit per Lot	Yes

The proposed development of the project site is for a single family residence. The project location is within the County of San Bernardino.

OSC 23-02
PROJECT DETAILS

DRAFT DEVELOPMENT REQUIREMENTS

The following items are required prior to approval of APPLICATION FOR WATER SERVICE AND SEWER SERVICE CONNECTIONS.

1. Pay the Water Capital Improvement Charge and Water Source Acquisition Charge.
2. Pay all capital improvement and other development fees which would be applicable to the property if it were within the City limits at the time of extension of such services as required per Measure U.
3. Pay the Sewer Capital Improvement Charge.

City Council/Successor Agency Meeting **G. 15.**

DATE: 04/04/2023

TO: The Successor Agency Board of Directors

SUBJECT: Adopt Resolution No. 8457 relating to Pre-Annexation Agreement No. 23-02 for the provision of water and sewer service to a vacant lot for a proposed single-family residence on a vacant parcel located at 1235 Ansley Lane in the unincorporated community of Mentone, (APN: 029-391-08-0000) and determine that adoption of this Resolution is exempt from environmental review pursuant to Sections 15319 and 15303(d) of the California Environmental Quality Act (CEQA) guidelines (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8457.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8457 to approve Pre-Annexation No. 23-02 for the provision of water and sewer service to a 8,967 square-foot parcel located at 1235 Ansley Lane in the unincorporated community of Mentone, and determine that adoption of Resolution No. 8457 is exempt from environmental review pursuant to Sections 15319 and 15303 of the California Environmental Quality Act guidelines.

DISCUSSION:

A) Background

The project is located at 1235 Ansley Lane in the unincorporated community of Mentone on a vacant 8,967 square-foot lot (Attachments A and B). The site is located in the County of San Bernardino and the County would be the approval authority for any future construction on this parcel due to the site's location outside of the City limits. The County does not provide domestic water or sewer services to the site. The City of Redlands has the ability to provide both water and sewer services to unincorporated areas surrounding the City. On April 4, 2023, the City Council authorized staff to proceed with preparation of a Pre-Annexation Agreement for the subject property. In the interests of expediency, the Pre-Annexation agreement has already been prepared and is attached to Resolution No. 8457 (Attachment C). The applicant, Rosario Flores, is proposing to connect to City water service and sewer service to enable development of the parcel with a single-family residence. This request for a Pre-Annexation Agreement is necessary for the property owner to obtain City water service and sewer service.

B) General Plan Consistency

The subject property has a lot area of approximately 8,967 square feet, and a General Plan land use designation of Low Density Residential, which allows up to six units per acre. The applicant is working with the County of San Bernardino for the construction of a single-family residence. Development of the site with a single-family residence will be consistent with the General Plan's land use designation as Low Density Residential. In the event that the property is annexed into the City, the property would most appropriately be zoned Single-Family Residential (R-1) under the City's zoning code. The proposed development of the site with a single-family residential use is permitted in the R-1 District. The City Council adopted Resolution No. 8459 finding that Outside City Case No. 23-02 for water distribution system and sewer collection system connection for 1235 Ansley Lane, Redlands is consistent with the Redlands General Plan and the public health, safety and welfare of the citizens of Redlands.

C) Environmental Review

The "project" before the City for purposes of the California Environmental Quality Act (CEQA) is the decision by the City Council to enter into a Pre-Annexation Agreement with the property owner for a parcel located outside the City. This will enable the provision of City domestic water service and sewer service, making it possible for the property owner to develop the site with a single-family residence. This type of application is exempt from environmental review

pursuant to CEQA Guidelines Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities) and Section 15303 (New Construction of Small Structures), which exempts construction of a single-family residence and extensions of water mains of a reasonable length to support the construction of a single-family residence. There is no possibility of any significant environmental effects as a result of the Pre-Annexation Agreement.

ALTERNATIVES:

The City Council can continue the item and request more information on any specific concerns.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

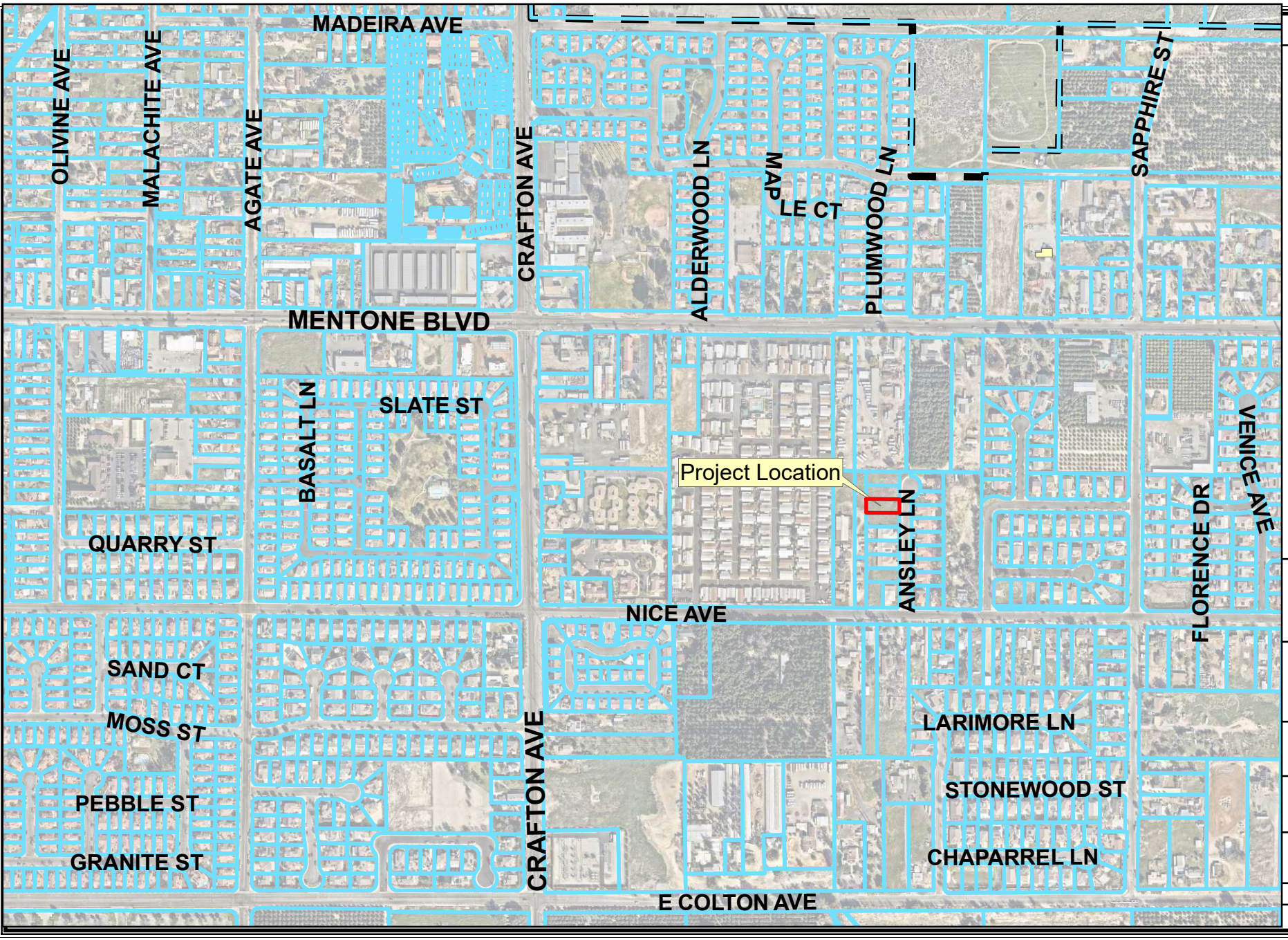
RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Attachments

Attachment A - Location Map
Attachment B - Aerial Photgraph
Attachment C - Resolution No. 8547
Pre-Annexation Agreement
Pre-Annexation Exhibit A
Pre-Annexation Exhibit B



Title

OSC 23-02

Attachment A

This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

N
W E
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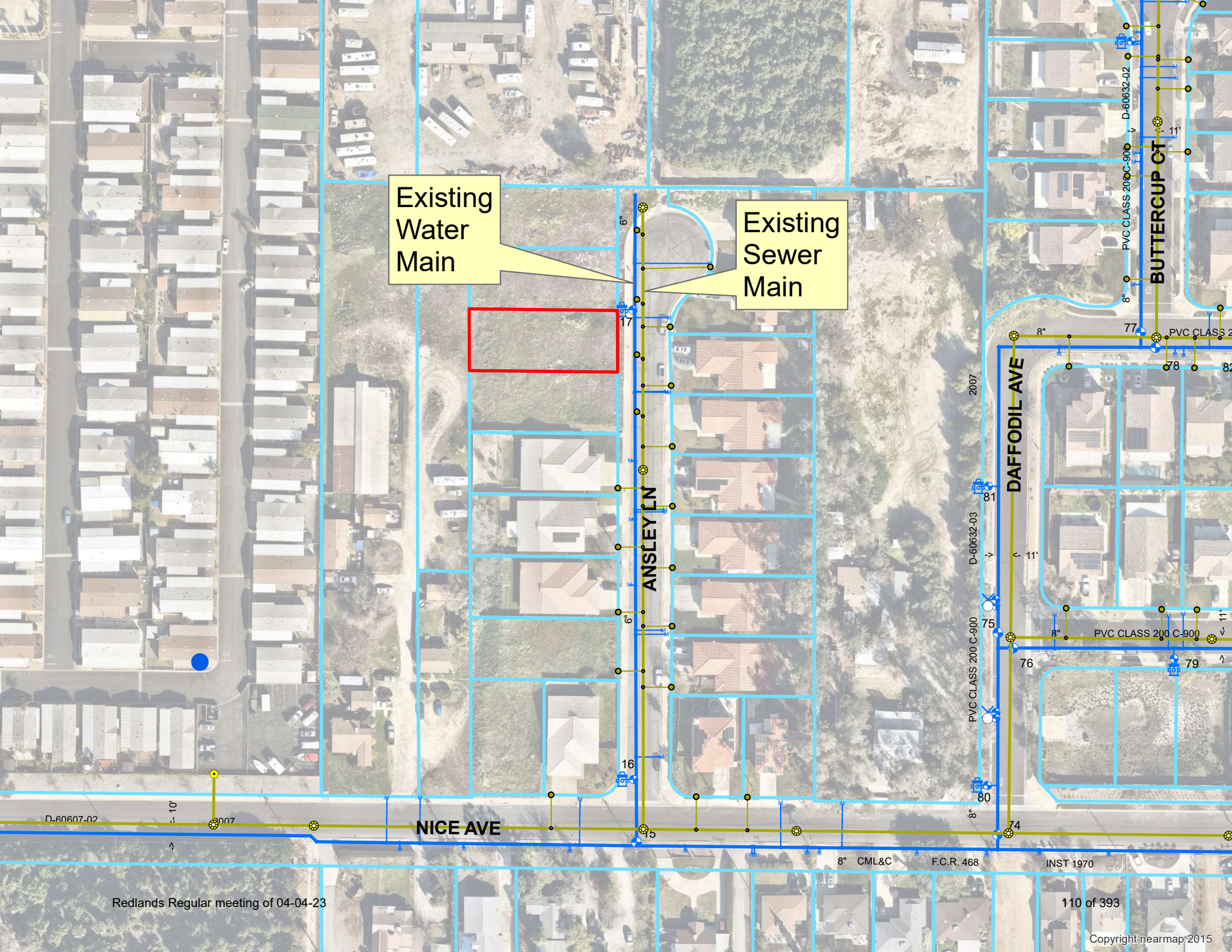
Scale
0 310 620
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

March 2, 2023

OneStop.mxd


Existing Water Main
Existing Sewer Main
ANSLEY LN
NICE AVE
DAFFODIL AVE
BUTTERCUP CT
PVC CLASS 200 C-900
D-60632-02
D-60632-03
D-60607-02
8" CML&C
F.C.R. 468
INST 1970
Copyright nearmap 2015

RESOLUTION NO. 8457

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING PRE-ANNEXATION AGREEMENT NO. 23-02, RELATED TO OUTSIDE CITY UTILITY CONNECTIONS FOR WATER SERVICE AND SEWER SERVICE FOR A VACANT LOT LOCATED AT 1235 ANSLEY LANE (APN: 0298-391-08-0000), WITHIN THE UNINCORPORATED COMMUNITY OF MENTONE WITHIN SAN BERNARDINO COUNTY.

WHEREAS, on December 20, 2022, Rosario Flores filed an application for Outside City Case No. 23-02 and Pre-Annexation No. 23-02 with the City for outside City utility connections for a vacant 8,967 square foot parcel located at 1235 Ansley Lane (APN: 0298-391-08-0000) in the unincorporated community of Mentone within San Bernardino County; and

WHEREAS, on April 4, 2023, the City Council found that Outside City Case No. 23-02 was consistent with the City's General Plan and determined the public health, safety, and welfare of the residents of Redlands would be served by the City's continued processing of the Outside City Case application, determined that the City of Redlands was acting as a Responsible Agency under the California Environmental Quality Act, and directed staff to prepare a Pre-Annexation Agreement; and

WHEREAS, the subject property's land use designation in the 2035 General Plan is Low Density Residential and the proposed project is consistent with the 2035 General Plan land use designation;

WHEREAS, the proposal is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(a) for existing facilities and Section 15319 pertaining to annexations of existing facilities and lots for exempt facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

SECTION 1. The City Council of the City of Redlands hereby determines that the proposed Pre-Annexation Agreement is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities) and Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities).

SECTION 2. The City Council hereby approves Pre-Annexation No. 23-02 (Exhibit A) for the provision of water service and sewer service to enable development of a vacant lot located at 1235 Ansley Lane (APN: 0298-391-08-0000) in the unincorporated community of San Bernardino County.

ADOPTED, SIGNED AND APPROVED this 4th day of April, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 4th day of April 2023, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

Pre-Annexation Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

(THIS SPACE FOR RECORDER'S USE ONLY)

EXEMPT FROM FEES PER GOVERNMENT CODE SECTION 27388.1

AGREEMENT FOR ANNEXATION AND PROVISION FOR CITY UTILITY SERVICES

This Agreement for Annexation and Provision of City Utility Services ("Agreement") is made and entered into this 4th day of April, 2023 by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California ("City") and Samuel Herrera, ("Property Owner"). City and Property Owner are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, to provide for orderly planning, City (1) has the authority pursuant to Government Code sections 65300 and 65301 to include within its General Plan property outside its boundaries which is in City's sphere of influence or, which in City's judgment, bears a relation to its strategic planning, and (2) also has the authority pursuant to Government Code section 65859 to pre-zone property within its sphere of influence for the purpose of determining the zoning designation that will apply to such property in the event of a subsequent annexation of the property to City; and

WHEREAS, California case law, including but not limited to, *Dateline Builders, Inc. v. City of Santa Rosa* (1983) 146 Cal. App. 3d, 520 and *County of Del Norte v. City of Crescent City* (1999) which state in relevant part that it is not against the law or public policy for a city or county to use utilities as a tool to manage growth, provides that a city has no obligation, and may use its sole discretion, to extend utility services outside its corporate boundaries; and

WHEREAS, Property Owner owns a vacant parcel of land generally located at 1235 Ansley Lane and identified as county of San Bernardino Assessor's Parcel Number 0298-391-08-0000 ("Property") in the unincorporated area of the county of San Bernardino within the City's sphere of influence, has made a request and application to City to receive water service for the property located in the unincorporated area of the county of San Bernardino, and has provided evidence satisfactory to City that Property Owner is the fee owner of the Property; and

WHEREAS, Government Code section 56133 authorizes the City to provide new or extended utility services by contract outside its jurisdictional boundaries if it first receives written approval from the Local Agency Formation Commission for San Bernardino County ("LAFCO"), and provides that LAFCO may authorize City to provide such services within City's sphere of influence in anticipation of a later change of organization; and

WHEREAS, City's General Plan and Chapter 13.60 of the Redlands Municipal Code establish policies and procedures for the approval of City utility services to properties located within the City's sphere of influence and require, among other things, the owner of the property to be served to enter into an agreement, and record the same in the official records of the county of San Bernardino, requiring the property owner to annex the property to City upon certain conditions; and

WHEREAS, City has prepared a General Plan for the unincorporated area in which the Property is located to provide for the orderly planning of such area, and has determined that the proposed development of the Property is consistent with the goals and policies of City's General Plan; and

WHEREAS, it is the policy and goal of City to discourage and not facilitate development in City's sphere of influence which is unwilling and/or fails to comply with City's General Plan and City's development standards by refusing to extend utility services in such instances; and

WHEREAS, pursuant to the requirements of Chapter 13.60 of the Redlands Municipal Code and in consideration of City's agreement to extend utility services outside its jurisdictional boundaries to the Property, Property Owner has entered into this Agreement to provide assurances to City that connection to City's domestic water system will occur in accordance with the Redlands General Plan and the development standards of the Redlands Municipal Code, and that the Property shall be annexed to City in accordance with this Agreement's terms, provisions and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and Property Owner agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct.

2. Provision of Utility Services. City agrees to provide domestic water service to the Property consistent with the terms and conditions of this Agreement, provided that the connection complies with all rules and regulations of City governing the extension and provision of utility services to properties located outside City's boundaries at the time a request by Property Owner for application for a water connection is approved by City's Municipal Utilities and Engineering Department. Nothing herein represents a commitment by City to provide such service unless and until Property Owner complies with all such rules and regulations. As a condition of approval of an application for water connection, and prior to receiving any service, Property Owner agrees to pay the full cost of such service as established by City for the extension of utility services to the Property.

3. Agreement to Develop by City Standards. In consideration of City's agreement to provide City water service to the Property, Property Owner shall develop the Property in accordance with the Redlands General Plan and any applicable development standards of the Redlands Municipal Code.

4. Agreement to Annex. In consideration of City's agreement to provide City water service to the Property, Property Owner hereby irrevocably consents to annexation of the Property to City and agrees it shall take any and all reasonable and necessary actions, and fully and in good faith to cooperate with City, to cause the annexation of the Property to City. Property Owner and City agree that in the event City initiates an annexation of the Property, City shall be responsible for the costs of such annexation. In all other instances where the annexation of the Property is proposed to City, Property Owner shall be responsible for such costs.

5. Payment of Fees. As a condition of receiving domestic water service from City, Property Owner shall pay to City all then-established applicable development impact fees, water acquisition fees, and user fees specifically for such domestic water service.

6. Taxes and Assessments. Property Owner hereby consents to the imposition of and agrees that Property Owner shall pay, all taxes and assessments imposed and/or levied by City which may be applicable to the Property at the time the Property is annexed to City.

7. Recordation. By entering into this Agreement, Property Owner and City acknowledge and agree that, among other things, it is the express intention of the Parties that any and all successors in interest, assigns, heirs, and executors of Property Owner shall have actual and constructive notice of Property Owner's obligations under, and the benefits and burdens of, this Agreement. Therefore, this Agreement and any amendments hereof shall be recorded in the official records of the county of San Bernardino. Property Owner further agrees that City shall, at the sole cost of Property Owner, have the right to cause the recordation of this Agreement.

8. Breach/Failure to Annex In the event Property Owner fails to comply with its obligations under this Agreement or takes any action to protest, challenge, contravene, or otherwise breach any of its obligations or representations under this Agreement, City shall have the right to, without any liability whatsoever, cease the provision of City utility services to the Property. This right shall be in addition to any other legal or equitable relief available to City.

9. Not a Partnership. The Parties specifically acknowledge that Property Owner's development of the Property is a private project, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Property Owner is that of a governmental entity regulating the development of private property and the owner of such property.

10. Indemnity and Cost of Litigation.

A. Property Owner agrees to and shall hold City, and its elected and appointed officials, officers, agents, and employees free and harmless from any and all liability for damage or claims for damage for personal injury, including death, and claims for property damage which may

arise from the operations, errors, or omissions of Property Owner or those of its contractors, subcontractors, agents, employees or any other persons acting on Property Owner's behalf which relate to development of the Property. Property Owner agrees to and shall defend, indemnify and hold harmless City, its elected officials, officers, agents, employees, and representatives from all actions for damages caused or alleged to have been caused by reason of Property Owner's acts, errors or omissions in connection with the development of the Property. This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of Property Owner's or its representatives' acts, errors, or omissions regardless of whether or not City supplied, prepared or approved plans or specifications relating to the development of the Property and regardless of whether or not any insurance policies of Property Owner relating to such development are applicable.

B. Property Owner shall defend, at its expense, including attorneys' fees, indemnify and hold harmless City, and its elected and appointed officials, officers, agents, and employees from any claim, action, or proceeding against any of them to attack, set aside, void or annul the approval of this Agreement or the approval of any permit or entitlement granted in furtherance of this Agreement. City may, in its sole discretion, participate in the defense of any such claim, action, or proceeding.

11. Liquidated Damages. In the event that the property is not annexed to City in accordance with the terms of the Agreement, the existing owner of the Property shall pay each year to City, as liquidated damages, a sum equal to the property taxes and any sales taxes the City would have received had the Property been annexed. Failure to make such liquidated damages payments shall be good cause for City to cease service to the Property.

12. Section Headings. All section headings and sub-headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of California.

14. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for a Party's use of in-house counsel.

15. Binding Effect. The burdens of this Agreement bind and the benefits of this Agreement inure to the assigns and successors in interest of the Parties.

16. Authority to Execute. The person or persons executing this Agreement warrant and represent that they have the authority to execute this Agreement on behalf of the legal, fee title owner of the Property.

17. Waiver and Release. Property Owner hereby waives and releases any and all claims it may have against City, and its elected and appointed officials, officers, employees, and agents with respect to any City actions or omissions relating to the development of the Property, and the Parties' entry into, and execution of, this Agreement. Property Owner makes such waiver and release with full knowledge of Civil Code Section 1542 and hereby waives any and all rights

thereunder to the extent of this waiver and release, of such Section 1542 is applicable. Civil Code Section 1542 provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

18. Construction. The Parties agree that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The Parties further agree that this Agreement represents a voluntary "arms-length" transaction agreed to by and between the Parties and that each Party has had the opportunity to consult with legal counsel regarding the terms, conditions, and effect of this Agreement.

19. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties as to the matters contained herein, and there are no oral or written representations, understandings, or ancillary covenants or agreements which are not contained or expressly referenced herein, and no testimony or evidence of any such representations, understandings or covenants shall be admissible in any preceding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

CITY OF REDLANDS	PROPERTY OWNER
By: _____	By: _____
Eddie Tejeda, Mayor	Rosario Flores, Owner

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SITE PLAN

EXHIBIT “B”
GRANT DEED

GENERAL NOTES:

1. PER 2019 CPC 408.3 INDIVIDUAL SHOWER AND TUB-SHOWER COMBINATION CONTROL VALVES. SHOWERS AND TUB-SHOWER COMBINATIONS SHALL BE PROVIDED WITH INDIVIDUAL CONTROL VALVES OF THE PRESSURE BALANCE, THERMOSTATIC, OR COMBINATION PRESSURE BALANCE/THERMOSTATIC MIXING VALVE TYPE THAT PROVIDE SCALD AND THERMAL SHOCK PROTECTION FOR THE RATED FLOW RATE OF THE INSTALLED SHOWERHEAD. HANDLE POSITION STOPS SHALL BE PROVIDED ON SUCH VALVES AND SHALL BE ADJUSTED PER THE MANUFACTURER'S INSTRUCTIONS TO DELIVER A MAXIMUM MIXED WATER SETTING OF 120°F.

2. WASHING MACHINE TO HAVE WATER HAMMER, PER 2019 CA. PLUMBING CODE. 609.10 WATER HAMMER. BUILDING WATER SUPPLY SYSTEMS WHERE QUICK-ACTING VALVES ARE INSTALLED SHALL BE PROVIDED WITH WATER HAMMER ARRESTER(S) TO ABSORB HIGH PRESSURES RESULTING FROM THE QUICK CLOSING OF THESE VALVES. WATER HAMMER ARRESTERS SHALL BE APPROVED I MECHANICAL DEVICES IN ACCORDANCE WITH ASSE 1010 OR PDIWH 201 AND SHALL BE INSTALLED AS CLOSE AS POSSIBLE TO QUICK ACTING VALVES.

3. NEW HOT WATER PIPING TO BE INSULATED PER 2019 CA. PLUMBING CODE, SECTION #609.11.

A- PRIOR TO BIDDING THE WORK THE CONTRACTOR SHALL VISIT THE SITE. TO VERIFY THE SCOPE OF WORK, DIMENSIONS AND THE EXISTING CONDITIONS. AND TO NOTIFY THE OWNER OR THE DESIGNER OF ANY DISCREPANCIES.

B- WALL SHEATING SHALL BE APA RATED SHEATING STRUCTURAL I OR II PLYWOOD.

C- STUDS AND PLATES DOUGLAS FIR LARCH STANDARDS.

D- DBL BLDG. PAPER "D" IS REQUIRED OVER ALL EXTERIOR SHEAR PANELS.

E- "CONTRACTOR TO VERIFY THAT A SMOKE DETECTOR AND A CARBON MONOXIDE UNIT IS PROVIDED IN EACH SLEEPING ROOM AND IN EACH CORRIDOR OF AREA GIVING ACCESS TO EACH SLEEPING AREA".

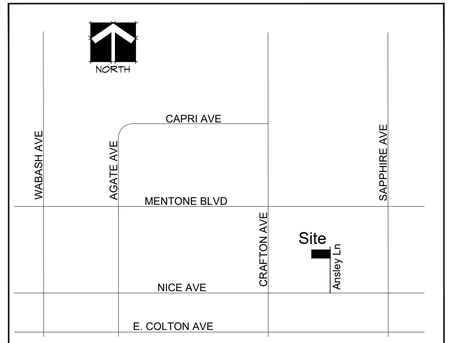
F- ALL NEW HOSE BIBS MUST HAVE AN APPROVED ANTI-SIPHON DEVICE CPC 603.3

EV charging: 1- & 2-family dwellings/townhouses with attached private garages
• Install a listed raceway to accommodate a dedicated 208/240-volt branch circuit for each dwelling unit.
• Raceway shall not be less than trade size 1 (nominal 1-inch inside diameter).
• Raceway shall originate at the main service or subpanel and terminate into a listed cabinet, box or other enclosure in close proximity to the proposed location of an EV charger.
• Raceways are required to be continuous at enclosed, inaccessible or concealed areas and spaces.
• Service panel and/or subpanel shall provide capacity to install a 40-ampere minimum dedicated branch circuit and space(s) reserved to permit installation of a branch circuit overcurrent protective device. Service panel or subpanel circuit
HCD SHL 605 (Rev. 4/16) Page 2 of 10
directory shall identify the overcurrent protective device space(s) reserved for future EV charging as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE".

PER 2019 CBC SECTION 1705 "REQUIRED SPECIAL INSPECTIONS AND TESTS"

1705.11.1 STRUCTURAL WOOD. CONTINUOUS SPECIAL INSPECTION IS REQUIRED DURING FIELD GLUING OPERATIONS OF ELEMENTS OF THE MAIN WINDFORCE-RESISTING SYSTEM. PERIODIC SPECIAL INSPECTION IS REQUIRED FOR NAILING, BOLTING, ANCHORING AND OTHER FASTENING OF ELEMENTS OF THE MAIN WINDFORCE-RESISTING SYSTEM, INCLUDING WOOD SHEAR WALLS, WOOD DIAPHRAGMS, DRAG STRUTS, BRACES AND HOLD-DOWNS. EXCEPTION: SPECIAL INSPECTIONS ARE NOT REQUIRED FOR WOOD SHEAR WALLS, SHEAR PANELS AND DIAPHRAGMS, INCLUDING NAILING, BOLTING, ANCHORING AND OTHER FASTENING TO OTHER ELEMENTS OF THE MAIN WIND FORCE- RESISTING SYSTEM, WHERE THE FASTENER SPACING OF THE SHEATHING IS MORE THAN 4 INCHES (102 MM) ON CENTER.

(SITE ADDRESS) BUILDING SHALL HAVE ADDRESS NUMBERS PLACED IN A POSITION THAT IS PLAINLY LEGIBLE AND VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. THESE NUMBERS SHALL BE IN CONTRACT WITH THE BACKGROUND COLOR, BE ARABIC OR ALPHABETICAL LETTERS AND BE A MINIMUM OF 4 INCHES HIGH WITH A MINIMUM STROKE OF 0.5 INCHES (CRC SECTION R319).



VICINITY MAP N.T.S.

SCOPE OF WORK:

PROPOSED 1 STORY RESIDENTIAL HOUSE WITH 3 CAR GARAGE

PROJECT DATA:

APN : 0298-391-08-0000

PROPOSED ONE STORY FLOOR PLAN:	2,134 S.F.
FRONT PORCH:	154 S.F.
PROPOSED 3 CAR ATTACHED GARAGE:	695 S.F.
TOTAL SQUARE FOOTAGE:	2,983 S.F.
LOT. SIZE:	8,967 S.F.
LOT COVERAGE: 2,829 / 7,900 =	35.81 %

ALL CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE:

2019 CALIFORNIA BUILDING CODE (CBC)
2019 CALIFORNIA ELECTRICAL CODE (CEC)
2019 CALIFORNIA PLUMBING CODE (CPC)
2019 CALIFORNIA MECHANICAL CODE (CMC)
2019 CALIFORNIA FIRE CODE (CFC)
2019 ENERGY STANDARDS

2019 CALIFORNIA RESIDENTIAL CODE (CRC)
2019 CALIFORNIA GREEN BUILDING CODE

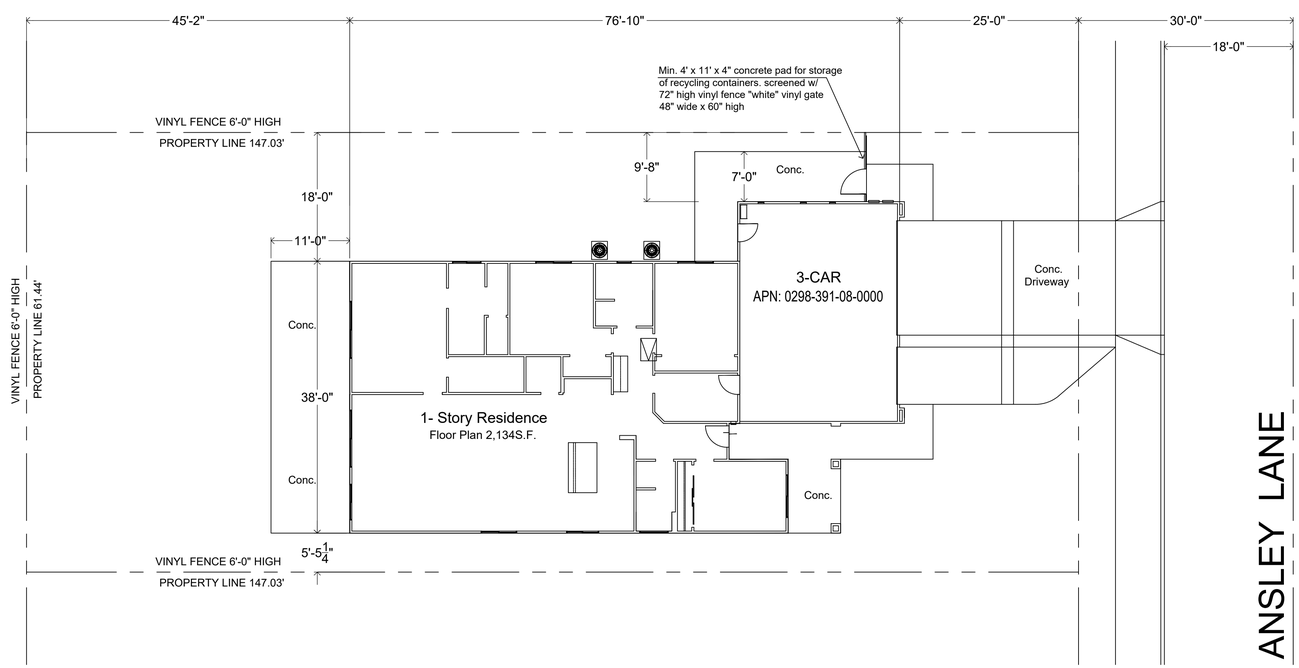
DESIGN DATA:

OCCUPANCY GROUP TYPE: U/R3
TYPE OF CONSTRUCTION : V-B
ZONING DESIGNATION: RESIDENTIAL
FIRE SPRINKLERS: YES

DESIGN LOAD:

1- ROOF DEAD LOAD: 20.0 PSF
MAX. TILE WEIGHT IS: 10.0 PSF
2- ROOF LIVE LOAD: 20.0 PSF
3- WIND EXPOSURE: "C"
4- WIND SPEED: 135 MPH
5- SITE CLASS: "D"
6- Ss = 2.767 Sms = 2.767
S1 = 1.323 Sm1 = 1.984
Fa = 1.0 SDs = 1.2
Fv = 1.5 SD1 = 0.600
7- SEISMIC DESIGN CATEGORY = "D"

SHEET	INDEX
A1-0	SITE PLAN
A1-1	BEST MANAGEMENT PLAN
A2-0	FLOOR PLAN & SECTION
A3-0	ELEVATIONS
A4-0	ROOF PLAN
A5-0	ELECTRICAL PLAN
T-1	TITLE -24-
T-2	TITLE -24-
T-3	TITLE -24-
S -1	FOUNDATION PLAN
S -2	ROOF FRAMING PLAN
FD-1	STRUCTURAL DETAILS
SD-1	STRUCTURAL DETAILS
SN 1	STRUCTURAL NOTES
SN 1A	FASTENING DETAILS
SN 2	STRUCTURAL DETAILS



LIST OF DEFERRED SUBMITTALS:

TRUSS CALCULATIONS

TRUSSES ARE A DEFERRED SUBMITTAL ITEM. TRUSS PLANS AND CALCULATIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW BEFORE SUBMITTING TO THE BUILDING DEPARMENT. THE TRUSS DESIGN SHALL BE APPROVED BY THE BUILDING DEPARTMENT BEFORE THE TRUSSES ARE INSTALLED. E.O.R. SHALL PROVIDE A SIGNED & SEALED LETTER STATING THAT THE TRUSS DESIGN LOADS ARE IN CONFORMANCE WITH THE BUILDING DESIGN.

FIRE SPRINKLERS NOTES:

PLANS FOR FIRE SPRINKLERS SHALL BE SUBMITTED TO FIRE DEPARTMENT AND APPROVED PRIOR TO INSTALLATION, NO BUILDING INSPECTIONS SHALL BE PERFORMED BEYOND FRAMING AND VENTILATION UNTIL FIRE SPRINKLERS ARE APPROVED

SOLAR SYSTEM DEFERRED SUBMITTAL

2.12 Kwdc PV System IS REQUIRED UNDER A SEPARATE PERMIT

SITE PLAN

SCALE: 1"=10'-0"

ALFA DESIGN
6372 Garden Hills Way
Riverside, CA. 92506
gedriverside@gmail.com
TEL: 951 . 454 . 0912

REVISION		BY
1	-	EA
2	-	EA
3		EA
4		EA

JOB LOCATION
1235 ANSLEY LN.
MENTONE CA 92359
APN 0298-391-08-0000

OWNER
ROSARIO FLORES
16565 Cheltenham Rd
RIVERSIDE CA. 92504
TEL: (951) 201.2127

DESIGNER
ELIAS ALFATA
951.454.0912

E.ALFATA 4-2022

SITE PLAN
SINGLE FAMILY RESIDENCE

SCALE 1" = 20'-00"
DATE 03/10/2022
DESIGNER ELIAS ALFATA
ENGINEER N/A
REVIEWED BY ELIAS ALFATA
JOB No 21-28879
SHEET A1-0
PRINT DATE 3/2022

Recording Requested By
First American Title Company

~~RECORDING REQUESTED BY:~~
~~Stewart Title Guaranty Company~~

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

Rosario Flores
16565 Cheltenham Road
Riverside, CA 92504

ORDER NO. NSWPUR21415852
APN: 0298-391-08-0000

Property Addr: Vacant Land, Mentone, CA 92359

Electronically
Recorded in Official Records
San Bernardino County
Bob Dutton
Assessor-Recorder-County Clerk

DOC# 2021-0574431

12/27/2021	Titles: 1	Pages: 3
01:33 PM		
SAN	Fees	$20.00
	Taxes	$115.50
I1113	CA SB2 Fee	$0.00
	Total	$135.50

U744380

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $115.50 CITY TAX $0.00

☑ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
(X) Unincorporated Area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

James A Heine and Nancy J Heine, husband and wife as Joint Tenants

hereby GRANT(S) to Rosario Flores, a single woman

the following described real property , County of San Bernardino, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Mail Tax Statements to
SAME AS ABOVE

Date: December 16, 2021

James A Heine

Nancy J Heine

MAIL TAX STATEMENT AS DIRECTED ABOVE

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

State of California
County of San Bernardino

On December 16, 2021 before me Zulma Mendoza, Notary Public personally appeared James A Heine and Nancy J Heine, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

ZULMA MENDOZA
COMM. #2278180
Notary Public - California
San Bernardino County
My Comm. Expires Feb. 26, 20
NRO1

Exhibit "A"

Legal Description

A.P.N.: 0298-391-08-0-000

Real property in the unincorporated area of the County of San Bernardino, State of California, described as follows:

LOT 8 TRACT NO. 13514, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 220 OF MAPS, PAGE(S) 46, 47 AND 48, RECORDS OF SAID COUNTY.

City Council/Successor Agency Meeting **G. 16.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize Mayor Tejeda to sign a letter on behalf of the City of Redlands i (Assistant City Manager McConnell)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move that the City Council authorize Mayor Tejeda to sign a letter on behalf of the City of Redlands in support of AB 1708.

RECOMMENDATION:

Staff recommends City Council authorize Mayor Tejeda to sign a letter on behalf of the City of Redlands in support of AB 1708.

DISCUSSION:

In March 2023, City of Redlands staff received a "Take Action" alert from the League of California Cities. This "Take Action" alert requested that cities provide a letter in support of Assembly Bill 1708 (AB 1708). AB 1708 would address shortcomings in Proposition 47, which was passed in 2014. While Proposition 47 made promises of safe neighborhoods, the unintended consequences that followed have provided anything but. According to a February 2023 study conducted by the Public Policy Institute of California, a strong majority of Californians worry they or a family member will be a victim of a crime (21% very, 44% somewhat). This is the sentiment being felt by residents of cities throughout the state.

AB 1708 would provide appropriate revisions to Proposition 47 that more holistically address the root causes of crime. AB 1708 will require a person convicted of petty theft or shoplifting, with two or more prior convictions for

specified theft-related offenses, to be punished by imprisonment in county jail for up to a year. Additionally, it would authorize a city, county prosecuting authority or county probation department to create a diversion program for persons who commit repeat theft offenses. Finally, any provisions that amend Proposition 47 would become effective only upon approval by the voters at the next statewide general election.

The passage of AB 1708 will help in ensuring a higher degree of accountability for those who commit repeat thefts in Redlands. As a result, staff is recommending the Council authorize the Mayor to submit a letter of support for AB 1708.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

RECOMMENDED BY:
Charles M. Duggan, Jr., City Manager

REVIEWED BY:
Rachel Tolber, Interim Police Chief

PREPARED BY:
Ross Wittman, Project Manager

Fiscal Impact

Discussion:
There is no fiscal impact associated with this item.

Attachments

AB 1708 Letter of Support

City of
REDLANDS
35 Cajon Street, Redlands, CA 92373
909-798-7533
etejeda@cityofredlands.org

EDDIE TEJEDA
Mayor

PAUL BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MARIO SAUCEDO
Council Member

April 4, 2023

The Honorable Reginald Jones-Sawyer
Chair, Assembly Public Safety Committee
Legislative Office Building
1020 N Street, Room 111
Sacramento, CA 95814

RE: AB 1708 (Muratsuchi) Theft.
Notice of SUPPORT *(As Amended 3/9/23)*

Dear Assembly Member Jones-Sawyer,

The City of Redlands is pleased to support AB 1708 (Muratsuchi). This measure would increase accountability for repeat theft offenders and offer pathways for pre-plea diversion programming. If passed, the bill would send the issue to the voters for approval at the next statewide general election.

This strategy is one of many supported by cities to address crime and its underlying causes. We remain committed to improving California's carceral systems, interrupting and ending cycles of recidivism, and building a community-based system of care that appropriately meets the needs of all community members.

Proposition 47 of 2014 made promises of safe neighborhoods, but the unintended consequences that followed have provided anything but. According to a February 2023 study conducted by the Public Policy Institute of California, a strong majority of Californians worry they or a family member will be a victim of a crime (21% very, 44% somewhat). This is the sentiment being felt by residents of cities throughout the state.

The passage of AB1708 will ensure a higher degree of accountability for those that commit repeat thefts, such as those responsible for organized retail theft, in our community. The legislation allows for a more holistic approach to address the root causes of crime by both providing a balance of accountability with the ability to divert to mental health and substance abuse treatment programs in applicable cases. Ultimately, addressing crime in

a holistic manner and with proven programming allows everyone to feel safer within our community.

Our communities deserve better, and cities are more than ready to find solutions that fix Proposition 47.

The City of Redlands is keenly interested in exploring additional strategies to address the impacts of crime in our communities. This includes resources to improve community safety through prevention and early intervention programming, as well as improved re-entry service provision for our formerly incarcerated community members. While these provisions have historically been the responsibility of state and county departments, cities are interested in increased collaboration to meet these urgent needs.

For these reasons, the City of Redlands requests your support on AB 1708.

Sincerely,

Eddie Tejeda
Mayor
City of Redlands

cc: The Honorable Al Muratsuchi
Assembly Majority Leader Eloise Gomez Reyes
Assemblymember James Ramos
Assemblymember Greg Wallis
State Senator Rosilicie Ochoa Bogh
Laura Varela, League of California Cities
League of California Cities

City Council/Successor Agency Meeting **H. 1.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Presentation by Accelerate Neighborhood Climate Action (ANCA) on the plans for the April 22, Earth Day event. The celebration of Earth Day this year is called "A Day of Climate Action in the Redlands", and includes 25 climate action projects and activities. The Earth Day proclamation will also be presented to Richard Corneille of ANCA (Mayor Tejeda)

DISCUSSION:

For this evening's City Council meeting, Richard Corneille, of Accelerate Neighborhood Climate Action, will be presenting the activities and projects related to their "A day of Climate Action in Redlands" celebration honoring Earth Day on April 22, 2023.

Attachments

Earth Day Briefing

A Day of Climate Action in Redlands

Celebrate 2023 Earth Day

Redlands City Council Briefing

April 4, 2023

- First held April 22, 1970
- Started in the US, has spread globally
- On Earth Day 2020, over 100 million people around the world observed the 50th anniversary

What Good Does One Day A Year Do?

One day can:

- Raise awareness
- Educate us
- Inspire us

To give the best planet we can to future generations

Redlands Organizations Involved in Planning Earth Day 2023

Accelerate Neighborhood Climate Action (ANCA)

Citizens Climate Lobby

City of Redlands

Ca. Native Plant Society SB/Riverside Chapter

Redlands Conservancy

Inland Empire Resource Conservation District

Master Gardeners

University of Redlands, SURF & Climate Action Corp

UC Cooperative Extension of SB County

HOSTS RECRUITED TO

1. Design and organize a project*

2. Get materials and recruits

3. Register on RedlandsEarthDay.org

**For guidance and expertise, contact ancainlandempire@gmail.com*

Projects You Can Participate In

- Composting (4 sites)
- Creating a pollinator garden
- Learning about & planting native plants
- Food preservation
- Disaster preparation
- Planting trees
- Growing organic vegetables

Timeline for Saturday, April 22

Morning

Numerous groups doing 2-3 hour projects throughout Redlands

Noon

Gather at Smiley Park
near the Lincoln Shrine

Free lunch for project participants

Celebrate the day's accomplishments

Promote ongoing action

Visit information tables

Listen to music and speakers

Earth Day—A Day of Climate Action in Redlands

- More than 30 projects throughout the community—both hands-on and educational.
- Hosted by nonprofits, faith communities, the University, businesses, the City, service clubs, etc.
- Morning work followed by a celebration of the earth at Smiley Park.
- Planned by a coalition including the City, the Conservancy, the University, IERCD & many others.

Our Goal is to Give the Best Planet We Can To Future Generations

City Council/Successor Agency Meeting **I. 1.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration and Re-introduction of ORDINANCE No. 2922, AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING, and a determination that the ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

If the City Council determines that the recommendation is appropriate, the following motion is provided:

I move to re-introduce Ordinance No. 2922, titled, AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING and determine that the ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

RECOMMENDATION:

Staff is recommending that Ordinance No. 2922 be brought back to the City Council for consideration of a few revisions and minor corrections. This ordinance will add Chapter 12.45 and amend Chapter 12.44 of the Redlands Municipal Code relating to the regulation of sidewalk vendors within the City. Furthermore, the adoption of Ordinance No. 2922 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

On March 21, 2023, the City Council approved the introduction of an ordinance of the City of Redlands adding Chapter 12.45 and amending Chapter 12.44 to the Redlands Municipal Code to establish regulations governing sidewalk vending. As previously mentioned in 2018, the California Legislature passed Senate Bill 946 which prohibits cities from banning sidewalk vending outright or from otherwise restricting sidewalk vendors in the public right-of-way and in public parks. In recent years, the city has seen a trend in the operation of sidewalk vendors within the city limits. Some vendors have risked the health and safety of the public by creating traffic hazards and operating without appropriate health or food handling permits. Currently, the City's Municipal Code does not contain regulations for the operation of sidewalk vendors.

Upon approval of the adoption of Ordinance No. 2922, staff identified a few minor revisions and typos that are necessary for clarification of the new ordinance.

The revisions are outlined below.

Under Section 12.45.020, Definitions;

A. "Certifed Famers' Market";
Revised to "Certified Farmers' Market";

H. 8. "Cajon Street from East Olive Avenue to West Pearl Avenue"

Revised to the following:
H.8. "Cajon Street from East Olive Avenue to Citrus Avenue"
H.19. "Orange Street from Citrus Avenue to West Pearl Avenue".

Under Section 12.45.030 Stationary Sidewalk Vending Locations and Standards;
A. "Stationery"
Revised to "Stationary"

Adoption of the proposed ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. The ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment because there is no possibility that it may have a significant effect on the environment. The sidewalk vendors will operate within the existing public right of way pursuant to the regulations set forth in the attached ordinance which will ensure public safety and traffic control measures. In addition, the operation of these vendors within the existing public right of way will not result in the necessary expansion of existing facilities.

ALTERNATIVES:

The Council may elect not to approve Ordinance No. 2922 with suggested revisions and provide staff with further direction.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Chris Boatman, Assistant City Manager

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Tabitha Kevari, Facilities & Community Services Assistant Director

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Fiscal Impact

Fiscal Year:	FY 2022-23
Appropriation Required Y/N:	N
Budgeted Y/N:	N

Discussion:

There is no fiscal impact associated with the adoption of this Ordinance.

Attachments

Ordinance 2922

ORDINANCE NO. 2922

AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING

WHEREAS, the City of Redlands ("City") is a municipal corporation and general law city, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, Article XI, section 7, of the California Constitution grants the City broad discretionary power to "make and enforce within its limits all local police, sanitary, and other ordinances and regulations not in conflict with general laws;" and

WHEREAS, in 2018, the California Legislature passed Senate Bill 946 (California Government Code Section 51036, *et seq*.) ("SB 946"), which prohibits cities from regulating sidewalk vendors, except in accordance with the provisions of SB 946; and

WHEREAS, SB 946 authorizes the implementation of regulations that are directly related to objective health, safety, or welfare concerns, and that do not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified; and

WHEREAS, the standards imposed on sidewalk vendors requiring a minimum path of accessible travel are necessary to comply with the Americans with Disabilities Act ("ADA") and maintain minimum safe access along public sidewalks; and

WHEREAS, the standards for maintaining access to building entrances, and not blocking driveways, parking areas and building storefront exits and windows are necessary to guard the health and safety of patrons, drivers, vendors and existing business owners and promote law enforcement practices that allow the City's Police personnel to observe within buildings; and

WHEREAS, the City Council of the City of Redlands ("City Council") finds and determines that the installation, repair, maintenance, and removal of encroachments in the public way must be regulated in order to protect the public health, safety and welfare and to provide for the orderly administration and maintenance of the public way for the benefit of the community, while at the same time allowing reasonable accommodation and cooperative flexibility for providing necessary utility and other convenience services to the community; and

WHEREAS, the City Council finds that public and private persons who install encroachments in the public rights-of-way bear a responsibility to help preserve the public rights-of-way and to contribute to the administrative costs incurred by the community because of such encroachments; and

WHEREAS, this City Council further finds that, unless properly regulated, sidewalk vending poses a unique risk to the health, safety, and welfare of the public, including, but not limited to, impacts to pedestrian and vehicular traffic, pedestrian safety and mobility, ADA accessibility to public sidewalk and rights -of-way, unsanitary conditions involving food

preparation and disposal which may harm consumers and adversely impact the local environment, pose risks to children, and adversely impacts consumer protection; and

WHEREAS, the City Council finds that vendors have disposed of food byproducts such as oil, grease, and other contaminants into the City's storm drains in violation of State and Local laws and additional regulations on vending activities are necessary to protect the City's storm drains and storm water from hazardous environmental contaminants; and

WHEREAS, imposing a distance requirement for sidewalk vending activities from popular local tourist attractions; city-sponsored and co-sponsored events and Certified Farmers' Market events; schools; the Redlands Municipal Airport; the Redlands Sports Park, and other sports venues on event days; will alleviate pedestrian, tourist, and vendor safety concerns of overcrowding on sidewalks, and pedestrians walking in the street and along the sidewalk to keep moving forward; and

WHEREAS, these venues also experience a high amount of traffic, affecting the safety of pedestrians and motorists and the accessibility needs of persons with disabilities, due to a high concentration of visitors at one time; and

WHEREAS, imposing distance requirements for sidewalk vending activities near sensitive uses such as schools, churches, public utilities and at bus and train stops where riders embark and disembark are necessary to protect the public health, safety, and welfare; and

WHEREAS, the inherent nature of sidewalk vending and the ability of such vendors to be located on private property and public streets and move quickly from place to place in the community, including near parks, schools, and other places frequented by children, warrants imposing certain regulatory measures to protect the health, safety, and welfare of the community and local environment; and

WHEREAS, vending in a manner that creates a public nuisance or constitutes a danger to the public constitutes an objective harm to the health, safety, and welfare of the City's residents and visitors.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 12.45, titled "Sidewalk Vending," is hereby added to the Redlands Municipal Code to read as follows:

"12.45 SIDEWALK VENDING

SECTIONS:

12.45.010 Purpose
12.45.020 Definitions
12.45.030 Stationary Sidewalk Vending Locations and Standards
12.45.040 Standards for Sidewalk Vending in Parks
12.45.050 Standards for Roaming Sidewalk Vending
12.45.060 Administrative Fines

12.45.010 PURPOSE: The City finds that the vending of prepared or pre-packaged foods, goods, and/or wares at semi-permanent locations on public sidewalks and rights-of-way may pose unsafe conditions and special dangers to the public health, safety, and welfare of residents and visitors and the local environment. The purpose of this Chapter is to implement regulations on both roaming and stationary sidewalk vending that protect the public health, safety, and welfare of the community and the local environment while complying with the requirements of general state law, as amended from time to time, to promote safe vending practices, prevent safety, traffic, and health hazards, and preserve the public peace, safety, and welfare of the community and the local environment.

12.45.020 DEFINITIONS: For purposes of this Chapter, the following words shall have the meanings ascribed to them.

A. "Certified Farmers' Market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

B. "City" means the City of Redlands.

C. "Park" means a public park owned by the City.

D. "Roaming sidewalk vendor or vending" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

E. "Sidewalk vendor or vending" means a person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

F. "Stationary sidewalk vendor or vending" means a sidewalk vendor who engages in sidewalk vending from a fixed location.

G. "City Event Permit" means a permit issued by the City for temporary uses (i.e. special event permits, temporary use permits, film permits, or park reservations).

H. "Business Area Sidewalk" means the following designated public sidewalks and pedestrian paths:

1. East State Street, from the west side of Orange Street to Redlands Boulevard.
2. East Citrus Avenue, from Eureka Street to the east side of 9th Street.
3. Redlands Boulevard, from Texas Street to East Citrus Avenue.
4. West State Street, from North Center Street to the east side of North Eureka Street.
5. Oriental Avenue, from Texas Street to the east side of Orange Street.
6. West Stuart Avenue, from Texas Street to the east side of Orange Street.
7. Eureka Street, from West Citrus Avenue to West Pearl Avenue.
8. Cajon Street from East Olive Avenue to Citrus Avenue.
9. 3rd Street, from West Redlands Boulevard to Oriental Avenue.

10. 6th Street from East Olive Avenue to West Pearl Avenue.
11. East Olive Avenue, from Cajon Street to East Citrus Avenue.
12. East Vine Street, from Cajon Street to 6th Street.
13. North 5th Street, from East Citrus Avenue to East Redlands Boulevard.
14. 7th Street, from East Citrus Avenue to East Redlands Boulevard.
15. 8th Street, from East Citrus Avenue to East Redlands Boulevard.
16. 9th Street, from East Citrus Avenue to East Redlands Boulevard.
17. Colton Avenue, from Tennessee Street to 6th Street.
18. Orange Street, from Colton Avenue to Lugonia Avenue.
19. Orange Street from Citrus Avenue to West Pearl Avenue

I. "Event Day" means the calendar day of any concert, trade show, conference, sporting event, or any other event potentially attracting large numbers of persons and vehicles to the venue.

J. "Solicitor" or "canvasser" shall mean any individual, whether a resident of the City or not, using telephone service or other communication, or traveling by foot, wagon, automobile, motor truck, or any other type of conveyance from place to place, from house to house, or from street to street taking, or attempting to take, orders for the sale of goods, wares, merchandise, or personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries, or exposes for sale a sample of the subject of such sale or whether the individual is collecting advance payments on such sales or not.

1. "Solicitor" or "canvasser" shall include any person who, for such person, or for another person, firm, or corporation, hires, leases, uses, or occupies any building, structure, tent, vehicle, hotel room, lodging house, apartment, shop, or any other place in the City for the sole purpose of exhibiting samples and taking orders for future delivery.

2. Such definition shall not include solicitors or canvassers taking orders or displaying merchandise exclusively from a public sidewalk or public pedestrian path in compliance with Chapter 5.60 of this Code.

12.45.030 STATIONARY SIDEWALK VENDING LOCATIONS AND STANDARDS:

A. Stationary sidewalk vendors are prohibited from operating in the City unless they have obtained a valid business license. As part of the application for a business license, the stationary sidewalk vendor shall submit proof of general liability insurance naming the City of Redlands as an additional insured in the amount of one million dollars ($1,000,000) and, if the vendor is preparing and/or selling food, a copy of a current San Bernardino County Department of Environmental Services permit issued to the vendor.

B. Stationary sidewalk vendors are prohibited from operating or establishing in any residential zone of the City.

C. Stationary sidewalk vendors may operate in non-residential zones of the City, including mixed use zones, provided they meet the following:

1. The sidewalk vendor can set up vending operations while still leaving a minimum of thirty-six inches (36") of accessible path of travel, without obstruction, along the public sidewalk or public pathway; and

2. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and

3. The sidewalk vendor does not block entrances to buildings, driveways, parking spaces or building windows; and

4. No vending shall occur within fifteen (15) feet of a fire hydrant, fire escape, loading zone, handicapped parking space or access ramp, fire station driveway, or police station driveway; and

5. In order to achieve the minimum accessible path of travel set forth in subsection C.1, only one (1) table and two (2) chairs shall be permitted in conjunction with the vendor's vending activities. No fences, shade structures, other site furniture, or any freestanding signs are permitted; and

6. The vendor shall not attach or use any water lines, electrical lines, gas lines, or power generators during vending operations; and

7. Exterior storage or display of refuse, equipment, materials, goods, wares, or merchandise associated with the vendor is prohibited; and

8. No vending shall occur within five hundred (500) feet of any City-sponsored or co-sponsored events, the Certified Farmers' Market, construction-related street or lane closure, filming location, the Redlands Municipal Airport, Event Day, or an event held pursuant to a City Event Permit; and

10. No vending shall occur on Business Area Sidewalk where ADA accessibility is limited and the negative impacts to pedestrian safety due to overcrowding on the sidewalk or overcrowding of parking, such as, but not limited to with the potential of causing pedestrian and traffic safety issues; and

11. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of 45 degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway; and

12. No vending shall occur within thirty (30) feet of the property line of any school; any postsecondary educational facility attended by secondary pupils; or any private kindergarten, elementary, or secondary school facility; and

13. No vending shall occur within three (3) feet of any street lights, edges of tree wells, parking meters, or above-ground utility structures; and

14. No vending shall occur within three (3) feet of any existing subsurface utility box, valve, or vault; and

15. No vending shall occur within thirty (30) feet of another vendor; and

16. No vending shall occur within three (3) feet of train and bus stop locations, red curbs, or at locations where there are existing above-ground amenities such as newsstands or street furniture, including but not limited to benches and bike racks; and

17. No vending shall occur in public streets, roadways, medians, pedestrian islands, parking lots, alleys, or bikeways; and

18. No vending shall occur within thirty (30) feet of the entrance way to any building, store, theater, movie house, house of worship, or place of public assembly; and

19. Open burning or open flame devices are not permitted to be utilized.

12.45.040 STANDARDS FOR SIDEWALK VENDING IN PARKS:

A. Sidewalk vending of food or merchandise by roaming or stationary vendors shall be prohibited in any City Park with a concession stand operated by a vendor under exclusive contract with the City selling similar food or merchandise.

B. Sidewalk vendors may operate in Parks provided they meet the following:

1. For stationary sidewalk vending, the sidewalk vendor can set up vending operations while still leaving a minimum of thirty-six inches (36") of accessible path of travel, without obstruction, along the public sidewalk or public pathway; and

2. The sidewalk vendor shall cease operations one (1) hour prior to the close of the park; and

3. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and

4. The sidewalk vendor location does not block entrances to buildings, driveways, parking spaces, or building windows; and

5. No vending shall occur within five hundred (500) feet of an Event Day or event held pursuant to a City Event Permit; and

6. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of forty five (45) degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway; and

7. The sidewalk vendor does not cause an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park or the public's use

and enjoyment of natural resources, including the accessibility of such natural resources by persons with disabilities, and recreational opportunities or regulations directly related to objective health, safety or wellness concerns; and

8. No vending shall occur in public streets, roadways, medians, pedestrian islands, parking lots, alleys, or bikeways; and

9. Open burning or open flame devices are not permitted to be utilized.

12.45.050. STANDARDS FOR ROAMING SIDEWALK VENDING:

Roaming sidewalk vendors shall meet the following:

1. Roaming sidewalk vendors are prohibited from operating in the City unless they have obtained a valid business license. As part of the application for a business license, the stationary sidewalk vendor shall submit proof of general liability insurance naming the City as an additional insured in the amount of one million dollars ($1,000,000) and, if the vendor is preparing and/or selling food, a copy of a current San Bernardino County Department of Environmental Services permit issued to the vendor; and

2. Sidewalk vending hours for residential zones shall be conducted between the hours of 10:00 a.m. and 6:00 p.m. Sunday through Saturday; and

3. The sidewalk vendors shall maintain their temporary vending area in a clean, orderly, and sanitary condition; and

4. The sidewalk vendor does not block entrances to buildings, driveways, parking spaces, or building windows; and

5. The sidewalk vendor does not conduct sales from a public street; and

6. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of 45 degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway; and

7. No vending shall occur within five hundred (500) feet of a city-sponsored or co-sponsored event, the Certified Farmers' Market, construction-related street or lane closure, filming location, the Redlands Municipal Airport, an Event Day or an event held pursuant to a City Event Permit; and

8. No vending shall occur on Business Area Sidewalk where ADA accessibility is limited and the negative impacts to pedestrian safety due to overcrowding on the sidewalk or overcrowding of parking areas, with the potential of causing pedestrian and traffic safety issues; and

9. No vending shall occur within thirty (30) feet from the property line of any school; any postsecondary educational facility attended by secondary pupils; or any private kindergarten, elementary, or secondary school facility; and

10. No vending shall occur within three (3) feet of any street lights, edges of tree wells, parking meters, or above-ground utility structures; and

11. No vending shall occur within three (3) feet of any existing subsurface utility box, valve, or vault; and

12. No vending shall occur within thirty (30) feet of another vendor; and

13. No vending shall occur within three (3) feet of train and bus stop locations, red curbs, or at locations where there are existing above-ground amenities such as newsstands or street furniture, including but not limited to benches and bike racks; and

14. No vending shall occur in public streets, roadways, medians, pedestrian islands, parking lots, alleys, or bikeways; and

15. No vending shall occur within thirty (30) feet of the entrance way to any building, store, theater, movie house, house of worship, or place of public assembly; and

12.45.060 ADMINISTRATIVE FINES:

A. It is unlawful for any person to violate any provision, or fail to comply with any requirements, of this Chapter. A violation of this Chapter shall by punished by:

   1. An administrative fine not exceeding one hundred dollars ($100) for a first violation.

   2. An administrative fine not exceeding two hundred dollars ($200) for a second violation within one (1) year of the first violation.

   3. An administrative fine not exceeding five hundred dollars ($500) for each additional violation within one (1) year of the first violation.

B. Any violation of this Chapter shall not be punishable as an infraction or misdemeanor, and any person alleged to have violated any provisions of this Chapter shall not be subject to arrest except when otherwise permitted under law.

C. When assessing an administrative fine pursuant to this Chapter, the adjudicator shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

   1. If the person meets the criteria described in subdivision (a) or (b) of Government Code section 68632, the City shall accept, in full satisfaction, twenty percent (20%) of the administrative fine imposed pursuant to this Chapter.

2. The City may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

D. A sidewalk vendor that is preparing and/or selling food without a valid San Bernardino County Department of Environmental Services permit may have their equipment confiscated and food discarded to ensure the public health and safety.

E. Nothing contained herein shall be construed to impede the City's or the County's ability to enforce County Health Department codes and regulations."

Section 2. Section 12.44.050, titled "Solicitation Prohibited" is hereby amended as follows:

"Except as provided in Chapter 12.45 of this Code, no person shall practice, carry on, conduct or solicit for any occupation, business, or profession in any city park or building, or sell or offer for sale any merchandise, article, or anything whatsoever, unless such person is acting pursuant to a contract with the city, or pursuant to a permit granted by the director or approved by the city council."

Section 3. Section 12.44.240, titled "Commercial Activity Prohibited" is hereby amended as follows:

"Except as provided in Chapter 12.45 of this Code, no person shall practice, carry on, conduct, or solicit for any trade, occupation, business or profession except upon application to and as may be permitted by the director; provided, however, in the director's discretion, the director may forward any such application to the city council for consideration. In the event the director or city council determines that commercial activity may be permitted, a concessionaire fee may be imposed as a condition of the issuance of such permit."

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 5. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. 14 Cal. Code Regs. § 15378(a). Further, this ordinance is exempt from CEQA as there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. 14 Cal. Code Regs. § 15061(b)(3). The City Clerk shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

Section 6. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City and thereafter this ordinance shall take effect as provided by law.

ATTEST: _____
Eddie Tejeda, Mayor

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the _____ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **I. 2.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8460 regarding Approval of National Opioids Settlement Agreements with Allergan, CVS, Teva, Walgreens, and Walmart (City Attorney Abich Garcia)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8460.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8460 authorizing the City Manager to execute the referenced settlement agreements.

DISCUSSION:

Background:

As the City Council may be aware from television and press reports, there has been substantial litigation occurring on both the national level and within the State of California over the opioid epidemic. Nationwide, thousands of lawsuits have been filed by states, counties, cities, and tribes to recover monetary damages caused by the opioid crisis.

Nearly 80 California counties and cities have filed lawsuits, including the County of San Bernardino ("County") which filed in July of 2018, and which is participating in the Multi-District Litigation ("MDL") out of the federal court in Ohio. The cases all arise out of the plaintiffs' allegations that the defendants, consisting of opioid manufacturers, distributors, and pharmacies, engaged in unlawful conduct causing the national opioid crisis.

In 2021, nationwide settlements were reached to resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J").

On December 7, 2021, the City Council adopted Resolution No. 8285 to approve the City's participation in the Distributors and J&J settlements and to approve the settlement agreements. On April 5, 2022, the City Council approved an agreement with San Bernardino County to reallocate Redlands' portion of the settlement proceeds to be used by the County for its county-wide opioid remediation programs.

Discussion:

In late 2022, additional settlements were reached with additional opioid distributors and pharmacies who were alleged in the lawsuit to have contributed to the opioid crisis: Allergan, CVS, Teva, Walgreens and Walmart ("Settling Defendants") . As part of the settlements with the Settling Defendants, local subdivisions including certain cities, not a party to the lawsuit, may participate in the settlements in exchange for a release of the Settling Defendants. This process is similar to the settlements the City Council approved with Distributors and J&J (discussed above). Copies of the settlement agreements are attached as Exhibits "A" through "E," respectively.

These agreements are contingent upon a "critical mass" of states, counties, and cities agreeing to participate in the settlement. These settlements, if agreed and adopted, will provide substantial funds to states and subdivisions for abatement of the opioid epidemic across the country and will impose changes in the way the Settling Defendants conduct their business with regard to the distribution of opioid medications.

Below is the amount of the settlements for each Settling Defendant and the timing of the payout:

Defendant	Timing	Estimated Maximum National Payment (assumes 100% participation)
CVS	Paid over 10 years	$5,022,083,578
Walgreens	Paid over 15 years	$5,522,528,766
Walmart	Primarily paid within 3 years, but if participation levels are not met until later, payment can be extended over 6 years	$3,011,242,061
Teva	Paid over 6 years	$4,246,567,371.76
Allergan	Paid over 7 years	$2,372,972,184.12
Total		$20,175,393,960.88

Collectively, the maximum payout by all Settling Defendants is more than $20 billion to be paid over the course of 3-15 years depending on the Settling Defendant. A fraction of that amount will be received by California, its counties, and subdivisions.

The payout amounts to each subdivision under the settlements with the Settling Defendants are contingent upon various factors, including, but not limited to, the number of California cities and counties participating, whether or not cities later sue the defendants, and certain actions that may be taken by the State of California. By participating in the settlements, the City would be dismissing any claims it may have against the defendants.

Adoption of Resolution No. 8460 would authorize the City to participate in the national settlements with the Settling Defendants on the terms and conditions of those settlement agreements.

ALTERNATIVES:

The City Council may deny the adoption of Resolution 8460.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Yvette M. Abich Garcia, City Attorney

RECOMMENDED BY:
Yvette M. Abich Garcia, City Attorney

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services and Finance Director
Rich Sessler, Fire Chief

PREPARED BY:
Larry Alms, Administrative Analyst

Fiscal Impact

Discussion:
Not applicable

Attachments

Resolution 8460
Exhibit A: Allergan Settlement Agreement
Exhibit B: CVS Settlement Agreement
Exhibit C: Teva Settlement Agreement
Exhibit D: Walgreens Settlement Agreement
Exhibit E: Walmart Settlement Agreement

RESOLUTION NO. 8460

AUTHORIZING THE CITY OF REDLANDS TO ENTER INTO THE SETTLEMENT AGREEMENTS WITH CVS, TEVA, WALMART, AND WALGREENS, AGREE TO THE TERMS OF THE RELATED STATE-SUBDIVISION AGREEMENTS, AND AUTHORIZE ENTRY INTO THE RELATED STATE STATE-SUBDIVISION AGREEMENTS WITH THE ATTORNEY GENERAL

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death, forcing the State of California and California counties and cities to spend billions of dollars each year to address the direct consequences of this crisis; and,

WHEREAS, pending in the U.S. District Court for the Northern District of Ohio is a multidistrict litigation ("MDL") being pursued by numerous public entity plaintiffs against the manufacturers and distributors of various opioids based on the allegation that the defendants' unlawful conduct caused the opioid epidemic; and,

WHEREAS, on or about November 14, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Walmart Inc. ("Walmart"); and,

WHEREAS, on or about November 22, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Teva Pharmaceutical Industries Ltd. and all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns, including but not limited to Teva Pharmaceuticals USA, Inc., Actavis LLC (f/k/aActavis Inc.), Actavis Elizabeth LLC, Actavis Kadian LLC, Actavis Pharma, Inc. (f/k/a Watson Pharma, Inc.), Actavis Kadian LLC, Actavis Laboratories UT, Inc. (f/k/a Watson Laboratories, Inc. - Utah), Actavis Mid Atlantic LLC, Actavis Totowa LLC, Actavis Laboratories FL, Inc. (f/k/a Watson Laboratories, Inc. - Florida), Actavis South Atlantic LLC, Warner Chilcott Company LLC, and Watson Laboratories, Inc., and Anda Inc. (collectively, "Teva") and,

WHEREAS, on or about November 22, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Allergan Finance, LLC (f/k/a Actavis, Inc., which in tum was f/k/a Watson Pharmaceutics, Inc.) and Allergan Limited (f/k/a Allergan plc, which, in tum, was f/k/a Actavis plc)(collectively, "Allergan"); and,

WHEREAS, on or about December 9, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and CVS Health Corporation and CVS Pharmacy, Inc. and all of their past and present direct and indirect parent and subsidiaries (collectively, "CVS"); and

WHEREAS, on or about December 9, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Walgreen Co. ("Walgreens");and,

WHEREAS, CVS, Teva, Walgreens, Walmart, and Allergan shall be referred in this Resolution as "Settling Defendants"; and

WHEREAS, as part of the settlements with the Settling Defendants, local subdivisions, including certain cities, that are not plaintiffs in the MDL may participate in the settlements in exchange for a release of the Settling Defendants; and,

WHEREAS, copies of the proposed terms of those proposed nationwide settlements have been set forth in the Master Settlement Agreements with the Settling Defendants; and,

WHEREAS, copies of the Master Settlement Agreements have been provided to the City Council with this Resolution; and,

WHEREAS, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in California including to the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreements ("California Opioid Funds"); and,

WHEREAS, California local governments in the MDL have engaged in extensive discussions with the State Attorney General's Office ("AGO") as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds ("Allocation Agreements") from the settlements with the Settling Defendants; and,

WHEREAS, copies of the Allocation Agreements for all of the settlements with the Settling Defendants have been provided with this Resolution; and,

WHEREAS, the Allocation Agreements allocate the California Opioid Funds as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlements shall be combined pursuant to the Allocation Agreements, and 15% of total from each settlement shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts· Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund"); and,

WHEREAS, under the Master Settlement Agreements, certain local subdivisions that did not file a lawsuit against the Settlement Defendants may qualify to participate in the settlements and obtain funds from the Abatement Account Fund; and,

WHEREAS, the City is eligible to participate in the Settlement and become a CA Participating Subdivision; and,

WHEREAS, the funds in the CA Abatement Accounts Fund (the 70% allocation) will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision (those above 10,000 in population). The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 to the Allocation Agreements and provided to the City Council with this Resolution. The City's share of the CA Abatement Accounts Fund will be a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1 of the Allocation Agreements (the "Local Allocation"); and,

WHEREAS, a CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, unless the city elects to take a direct election of the settlement funds, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date; and,

WHEREAS, it the intent of this Resolution is to authorize the City to enter into the Master Settlement Agreements with the Settling Defendants by executing the Participation Agreements and to enter into the Allocation Agreements by executing the signature pages to those agreements.

NOW, THEREFORE, BE IT RESOLVED: the City Council hereby approves and authorizes to settle and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation Agreements and all exhibits thereto.

BE IT FURTHER RESOLVED that all actions heretofore taken by the City Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

ADOPTED, SIGNED, AND APPROVED this 4th day of April, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 4th day of April, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Exhibit A

ALLERGAN SETTLEMENT AGREEMENT

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

[ ] Yes [ ] No

Governmental Entity: Redlands city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Allergan Settlement

1. Introduction

Pursuant to the Allergan Settlement Agreement, dated as of November 22, 2022, and any revision thereto (the "Allergan Settlement Agreement"), including Section VIII and Exhibit O, the State of California proposes this agreement (the "CA Allergan Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections VI, VII, and VIII of the Allergan Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections XII or XIII of the Allergan Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Allergan Settlement Agreement, acceptance of this CA Allergan Allocation Agreement is a requirement to be an Initial Participating Subdivision.[1]

Further, pursuant to Sections X.B and X.C of the Teva Settlement Agreement and Sections IX.B and IX.C of the Allergan Settlement Agreement, eligible Subdivisions must participate in both the Teva Settlement Agreement and Allergan Settlement Agreement, or neither.[2]

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Allergan Settlement Agreement.

b) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

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[1] A parallel but separate agreement (the "CA Teva Allocation Agreement") will govern the allocation, distribution, and use of settlement fund payments under the Teva Settlement Agreement.

[2] However, if Teva enters bankruptcy prior to the Effective Date, an eligible Subdivision can choose to only join the Allergan Settlement Agreement.

f) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

j) *Opioid Defendant* means any defendant (including but not limited to Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Allergan Settlement Agreement, as well as applicable law, and the Allergan Settlement Agreement governs over any inconsistent provision of this CA Allergan Allocation Agreement. Terms used in this CA Allergan Allocation Agreement have the same meaning as in the Allergan Settlement Agreement unless otherwise defined herein.

Pursuant to Section VIII(E)(1) of the Allergan Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VIII(C) of the Allergan Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[3] pursuant to the Allergan Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Allergan Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Allergan Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of

[3] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Allergan Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Allergan Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Allergan Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Allergan Settlement Agreement or this CA Allergan Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise

enforce the requirements of the Allergan Settlement Agreement or this CA Allergan Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Allergan Settlement Agreement and this CA Allergan Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its

contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Teva Settlement Agreement and Allergan Settlement Agreement, and, if applicable, the CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(X), of the Allergan Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Allergan Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Allergan Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Allergan Settlement Agreement and this CA Allergan Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VIII(C) of the Allergan Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Allergan.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Allergan Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Allergan Settlement Agreement, this CA Allergan Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Allergan Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Allergan Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

The undersigned, Redlands city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Allergan Settlement is a requirement to be an Initial Participating Subdivision in the Allergan Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Allergan Settlement. EXECUTED on .

Signature: _____

Name: _____

Title: _____

Date: _____

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Allergan Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
			100.000%	100.000%	100.000%
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section VIII.C of the Allergan Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Allergan a report of the fees and expenses incurred by the Special Master pursuant to Section VIII.C of the Allergan Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior awarc

of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Allergan Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Allergan Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Allergan Settlement Agreement and CA Allergan Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Allergan Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Allergan Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Allergan Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Allergan Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

Exhibit B

CVS SETTLEMENT AGREEMENT

Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – CVS Settlement

1. Introduction

Pursuant to the CVS Settlement Agreement, dated as of December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS (the "CVS Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA CVS Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the CVS Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the CVS Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the CVS Settlement Agreement, acceptance of this CA CVS Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the CVS Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

d) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

f) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Redlands city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

j) *Opioid Defendant* means any defendant (including but not limited to Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the CVS Settlement Agreement, as well as applicable law, and the CVS Settlement Agreement governs over any inconsistent provision of this CA CVS Allocation Agreement. Terms used in this CA CVS Allocation Agreement have the same meaning as in the CVS Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(E)(1) of the CVS Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the CVS Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[1] pursuant to the CVS Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA CVS Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

[1] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the CVS Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA CVS Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the CVS Settlement Agreement and this CA CVS Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the CVS Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the CVS Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or

ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the CVS Settlement Agreement and this CA CVS Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the CVS Settlement Agreement and this CA CVS Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the CVS Settlement Agreement or this CA CVS Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the CVS Settlement Agreement or this CA CVS Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the CVS Settlement Agreement and this CA CVS Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the CVS Settlement Agreement, and, if applicable, the Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(Y), of the CVS Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the CVS Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel

representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the CVS Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the CVS Settlement Agreement and this CA CVS Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the CVS Settlement Agreement and this CA CVS Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the CVS Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and CVS.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA CVS Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the CVS Settlement Agreement, this CA CVS Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA CVS Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the CVS Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

The undersigned, Redlands city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – CVS Settlement is a requirement to be an Initial Participating Subdivision in the CVS Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – CVS Settlement. EXECUTED on _____.

Signature: _____

Name: _____

Title: _____

Date: _____

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—CVS Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
			100.000%	100.000%	100.000%
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the CVS Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the CVS Settlement

Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for

reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the CVS Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and CVS a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the CVS Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the CVS Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the CVS Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the CVS Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the CVS Settlement Agreement and CA CVS Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the CVS Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the CVS Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the CVS Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the CVS Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

Exhibit C

TEVA SETTLEMENT AGREEMENT

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Redlands city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.

11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Teva Settlement

1. Introduction

Pursuant to the Teva Settlement Agreement, dated as of November 22, 2022, and any revision thereto (the "Teva Settlement Agreement"), including Section VIII and Exhibit O, the State of California proposes this agreement (the "CA Teva Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections VI, VII, and VIII of the Teva Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX, XIII, or XIV of the Teva Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Teva Settlement Agreement, acceptance of this CA Teva Allocation Agreement is a requirement to be an Initial Participating Subdivision.[1]

Further, pursuant to Sections X.B and X.C of the Teva Settlement Agreement and Sections IX.B and IX.C of the Allergan Settlement Agreement, eligible Subdivisions must participate in both the Teva Settlement Agreement and Allergan Settlement Agreement, or neither.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Teva Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

f) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

[1] A parallel but separate agreement (the "CA Allergan Allocation Agreement") will govern the allocation, distribution, and use of settlement fund payments under the Allergan Settlement Agreement.

g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

j) *Opioid Defendant* means any defendant (including but not limited to Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Teva Settlement Agreement, as well as applicable law, and the Teva Settlement Agreement governs over any inconsistent provision of this CA Teva Allocation Agreement. Terms used in this CA Teva Allocation Agreement have the same meaning as in the Teva Settlement Agreement unless otherwise defined herein.

Pursuant to Section VIII(E)(1) of the Teva Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VIII(C) of the Teva Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[2] pursuant to the Teva Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the

[2] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

Settlement Fund shall be combined pursuant to this CA Teva Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Teva Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Teva

Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Teva Settlement Agreement and this CA Teva Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Teva Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Teva Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Teva Settlement Agreement and this CA Teva Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Teva Settlement Agreement and this CA Teva Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Teva Settlement Agreement or this CA Teva Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Teva Settlement Agreement or this CA Teva Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, 6 investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Teva Settlement Agreement and this CA Teva Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Teva Settlement Agreement and Allergan Settlement Agreement, and, if applicable, the CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(X), of the Teva Settlement Agreement and the MDL Fees Order,

so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Teva Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Teva Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Teva Settlement Agreement and this CA Teva Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Teva Settlement Agreement and this CA Teva Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VIII(C) of the Teva Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Teva.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Teva Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Teva Settlement Agreement, this CA Teva Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Teva Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

a) Except as provided in the Teva Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

The undersigned, Redlands city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Teva Settlement is a requirement to be an Initial Participating Subdivision in the Teva Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Teva Settlement. EXECUTED on .

Signature: _____

Name: _____

Title: _____

Date: _____

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Teva Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
			100.000%	100.000%	100.000%
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

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City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section VIII.C of the Teva Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Teva a report of the fees and expenses incurred by the Special Master pursuant to Section VIII.C of the Teva Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for 4 its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a

final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Teva Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Teva Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Teva Settlement Agreement and CA Teva Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Teva Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Teva Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Teva Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Teva Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

Exhibit D

WALGREENS SETTLEMENT AGREEMENT

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Redlands city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walgreens Settlement

1. Introduction

Pursuant to the Walgreens Settlement Agreement, dated as of December 9, 2022, and any revision thereto (the "Walgreens Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Walgreens Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Walgreens Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Section IX of the Walgreens Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Walgreens Settlement Agreement, acceptance of this CA Walgreens Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Walgreens Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

f) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District,

Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

j) *Opioid Defendant* means any defendant (including but not limited to Walgreen Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Walgreens Settlement Agreement, as well as applicable law, and the Walgreens Settlement Agreement governs over any inconsistent provision of this CA Walgreens Allocation Agreement. Terms used in this CA Walgreens Allocation Agreement have the same meaning as in the Walgreens Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Walgreens Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Walgreens Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[1] pursuant to the Walgreens Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Walgreens Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

[1] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Walgreens Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Walgreens Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Walgreens Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Walgreens Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or

ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Walgreens Settlement Agreement or this CA Walgreens Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Walgreens Settlement Agreement or this CA Walgreens Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Walgreens Settlement Agreement, and, if applicable, the Teva Settlement Agreement, Allergan Settlement Agreement, CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(Y), of the Walgreens Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Walgreens Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Walgreens Settlement Agreement. Further,

private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Walgreens Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Walgreens.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Walgreens Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Walgreens Settlement Agreement, this CA Walgreens Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Walgreens Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Walgreens Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

The undersigned, Redlands city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walgreens Settlement is a requirement to be an Initial Participating Subdivision in the Walgreens Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walgreens Settlement. EXECUTED on _____.

Signature: _____

Name: _____

Title: _____

Date: _____

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APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Walgreens Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walgreens

Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for

reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the Walgreens Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Walgreens a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Walgreens Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Walgreens Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Walgreens Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Walgreens Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Walgreens Settlement Agreement and CA Walgreens Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Walgreens Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Walgreens Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Walgreens Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Walgreens Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

Exhibit E

WALMART SETTLEMENT AGREEMENT

EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Redlands city	State: CA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

   > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

   A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walmart Settlement

1. Introduction

Pursuant to the Walmart Settlement Agreement, dated as of November 14, 2022, and any revision thereto (the "Walmart Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Walmart Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Walmart Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections VIII or IX of the Walmart Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Walmart Settlement Agreement, acceptance of this CA Walmart Allocation Agreement is a requirement to be a Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Walmart Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

f) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

g) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

j) *Opioid Defendant* means any defendant (including but not limited to Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Walmart Settlement Agreement, as well as applicable law, and the Walmart Settlement Agreement governs over any inconsistent provision of this CA Walmart Allocation Agreement. Terms used in this CA Walmart Allocation Agreement have the same meaning as in the Walmart Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Walmart Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Walmart Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[1] pursuant to the Walmart Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Walmart Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

[1] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Walmart Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Walmart Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Walmart Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Walmart Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement

Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Walmart Settlement Agreement or this CA Walmart Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Walmart Settlement Agreement or this CA Walmart Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Participating Subdivisions. The funds will be used, subject to any limits imposed by the Walmart Settlement Agreement and this CA Walmart Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Walmart Settlement Agreement, and, if applicable, the Allergan Settlement Agreement, CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Teva Settlement Agreement, and Walgreens Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(W), of the Walmart Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Walmart Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private

counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Walmart Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Walmart Settlement Agreement and this CA Walmart Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Walmart Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Walmart.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Walmart Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Walmart Settlement Agreement, this CA Walmart Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Walmart Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Walmart Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

The undersigned, Redlands city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walmart Settlement is a requirement to be an Initial Participating Subdivision in the Walmart Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walmart Settlement. EXECUTED on .

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: B7DBD061-2977-4A55-B271-DE2B70A2579D

APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Walmart Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

APPENDIX 2

Cost Reimbursement Procedure

1. **Additional defined terms:**

   a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

   b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walmart Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, or Section IX and Exhibit R of the Walgreens Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

   c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

   d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. **Cost Reimbursement to Plaintiff Subdivision**

   a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

   b) Claims Procedure.

      i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in

part, from funds available under Section IX and Exhibit R of the Walmart Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for

reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the Walmart Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Walmart a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Walmart Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Walmart Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, and the Walgreens Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Walmart Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Walmart Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Walmart Settlement Agreement and CA Walmart Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Walmart Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Walmart Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Walmart Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Walmart Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

City Council/Successor Agency Meeting **J. 1.**

DATE: 04/04/2023

TO: Honorable Mayor and City Council Members

SUBJECT: ORDINANCE NO. 2955 -AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE, CHAPTER 18.156, IMPLEMENTING NEW WAREHOUSE DEVELOPMENT STANDARDS, AND AMENDING OTHER CHAPTERS OF TITLE 18 TO REQUIRE A CONDITIONAL USE PERMIT FOR NEW WAREHOUSE DEVELOPMENT PROJECTS, AS DEFINED, IN THE COMMERCIAL INDUSTRIAL (C-M), LIGHT INDUSTRIAL (M-1), GENERAL INDUSTRIAL (M-2), AND INDUSTRIAL (I-P) ZONING DISTRICTS.

(Mayor to declare meeting open as a public hearing)

a. Consideration of a determination of exemption pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the California Environmental Quality Act Guidelines.

b. Public Hearing to consider Ordinance No. 2955 for Ordinance Text Amendment No. 365 to amend Title 18 (Zoning Regulations) of the Redlands Municipal Code to establish new development standards and operating standards for warehouse development projects within the City of Redlands, and require a Conditional Use Permit for new warehouse development projects in the Commercial Manufacturing (C-M), Light Industrial (M-1), General Industrial (M-2), and Industrial (I-P) zones.

(Development Services Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls for comments/questions/testimony from members of the public (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

I move to introduce Ordinance No. 2955 and find that the Ordinance is exempt pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the California Environmental Quality Act Guidelines.

RECOMMENDATION:

On February 21, 2023, the City Council held a public hearing, received public comments, and discussed the proposed ordinance. Councilmembers suggested the possibility of a prohibition on all new warehouse developments in the City, and continued the matter so that staff could research the potential for a zoning code amendment. It is not advisable to implement a total prohibition on new warehouse development projects, as there are very few remaining large vacant lots in the City within one mile of a freeway that could support the development of a new warehouse/distribution center. The attached map (see Attachment A) shows the limited number and locations of large lots remaining in the City (within one mile of a freeway ramp) that could potentially contain a new warehouse. Table 1 summarizes the remaining vacant lots.

Table 1. Remaining vacant lots for possible warehouse development.

Site Address or APN	*Lot Size*	*Potential Building Square-Feet (approximate)*	*Current Development Applications*
1101 California St.	16.1 acres	358,000	Preliminary Review No. 1486 for a 356,670 square-foot warehouse.
10820 & 10836 New Jersey St.	2.64 acres	58,000	None
501 Nevada St. & APN 029215322	2.8 acres	61,000	None
10855 New Jersey St. & 26791 Park Ave.	11 acres	240,000	None

350 Iowa St.	9.4 acres	205,000	Commission Review & Approval No. 938 under review for a 181,100 square-foot warehouse.
301 Tennessee St.	11 acres	240,000	Commission Review & Approval No. 948 under review for a 197,400 square-foot warehouse.

In addition, if warehouses and logistics distribution centers were to become completely prohibited land uses (i.e., no longer permitted or conditionally permitted land uses in the city's Zoning Regulations), then numerous existing properties and warehouses could become "nonconforming" under the provisions of RMC Chapter 18.184 (Nonconforming Buildings and Uses) and may be subject to the provisions therein.

Staff recommends adoption of Ordinance No. 2955 as originally proposed to implement new warehouse development standards, including the requirement for a Conditional Use Permit for new warehouses in the specified zones.

Planning Commission Recommendation

On January 24, 2023, the Planning Commission adopted Resolution No. 1607 recommending that the City Council approve the proposed new warehouse development standards, as well as approve other related amendments to the city's Zoning Regulations (RMC Title 18) to require a Conditional Use Permit for new warehouses as defined in the Commercial Manufacturing (C-M), Light Industrial (M-1), General Industrial (M-2), and Industrial (I-P) zones.

DISCUSSION:

A) Background

On June 21, 2022, the City Council adopted Ordinance No. 2934 imposing a temporary 45-day moratorium on new warehouse and distribution logistics facilities exceeding 50,000 square-feet in gross floor area located within the commercial and industrial zoning districts in the City of Redlands. The City Council extended the moratorium on July 19, 2022, for an additional 90 days. During that time, staff began drafting new development standards for warehouse development projects in Redlands.

The Planning Commission began reviewing the proposed draft development standards on July 26, 2022 and reviewed the revised standards on December 13, 2022. After further discussion and refinement, final draft development standards were presented to the Planning Commission on January 24, 2023.

B) Definitions and Applicability

For purposes of the ordinance and the new development standards, a "warehouse" will be defined as a structure consisting of: fifty thousand (50,000) square-feet or more of gross floor area; or having six (6) or more truck docks or dock high loading doors. The description in the definition also includes other elements of such facilities such as cross-dock configuration, interior clear heights of 28 to 36 feet to ceiling, and examples of terminology for these types of facilities (e.g., "high cube distribution center," "truck terminal," "parcel sorting," etc.). This definition was finalized with input from several sources including developers and brokers. The threshold of 50,000 square feet is appropriate (and likely a low threshold) considering that new large warehouses and logistics distribution centers are well over 100,000 square feet in size (and often a minimum of 200,000 square feet for new construction).

There is also a definition for "ancillary warehousing" that means a facility that is not entirely dedicated to warehousing or parcel sorting and delivery, or a portion of a facility that stores the materials/products it manufactures or uses on-site, and similar types of storage activities that are usually related to manufacturing or service commercial activities and small businesses (i.e., not the large regional warehouses and distribution facilities that were the target of the moratorium). Therefore, "ancillary warehousing" would not be subject to the new development standards.

For existing facilities or properties that may potentially be converted from another use to a "warehouse" as defined, there is a provision using a threshold of fifty percent (50%) of the reasonable replacement value that would trigger the application of the new development standards to an existing nonconforming property. This provision addressing nonconforming properties is very similar to the existing provisions for nonconforming uses and structures contained in RMC Chapter 18.184 (Nonconforming Buildings and Uses).

C) Proposed Development Standards

The new development standards are organized according to the following five categories: 1) site location requirements; 2) screening and buffering from adjacent uses; 3) traffic patterns and sign requirements; 4) sustainable energy; and 5) operation and construction.

1. Site Location Requirements: New warehouses consisting of 50,000 square-feet GFA or more must be located within one (1) mile from a freeway ramp. Any new warehouse with less than 50,000 square-feet GFA may be located more than one (mile) from a freeway ramp.

2. Screening and Buffering from Adjacent Uses: A ten (10) foot high screen wall will be required when the project abuts a property with a sensitive receptor (e.g.,

residential use, childcare center, hospital, etc.), and additional landscape screening would be required. Truck docks and truck entries must be oriented away from sensitive receptors. Passenger vehicle parking lots must provide a minimum of 35% shade cover.

3. Traffic Patterns and Sign Requirements: Applicants must prepare and submit a Truck Routing Plan, large trucks must use designated Truck Routes to access freeway ramps, and trucks must not travel through residential zones or districts. A traffic impact assessment (TIA) report will be required for a proposed project to evaluate trip generation as well as any impacts from the proposed truck routing. Trucks may not stack or queue on public streets, and the site design must include sufficient space for on-site truck stacking before entry gates. If necessary, traffic signs may be required to be installed off-site to direct truck traffic to appropriate freeway ramps and avoid residential areas, as well as prohibit on-street parking of trucks or cabs on surface streets or residential areas.

4. Sustainable Energy: Additional energy-generation requirements would include installation of rooftop photovoltaic (PV) systems, cool roof treatments to prevent overheating, installation of Level 2 quick charge stations in the passenger vehicle parking lots, electrical plug-in devices at all dock doors designed to accept refrigerated trailers (to prevent engine idling while docked), and require the use of zero emission (ZE) on-site motorized operational equipment.

5. Operation and Construction: Other construction standards would include cool surface treatments applied to all drive aisles and parking areas, construction of an extra large electrical equipment room to accommodate future electrical service expansion, encourage the use of PV solar collectors on any parking shade structures, and prohibit any outdoor storage exceeding the hight of the perimeter screen wall where adjacent to any sensitive receptors.

D) Permitting Procedure

To ensure appropriate review of warehouses as a unique land use (and require findings to review the land use), the Planning Commission recommended that a Conditional Use Permit be required for "warehouses" as defined. The proposed Ordinance Text Amendment includes updating the following zoning districts to require a CUP for new warehouses (where warehouses are currently Permitted uses): Commercial Manufacturing (C-M), Light Industrial (M-1), General Industrial (M-2), and Industrial (I-P) zones.

Currently, warehouses that are permitted by right require only a Commission Review & Approval permit in accordance with RMC Section 18.12.080, which requires that three findings be made pertaining to site plan approval (but do not pertain to the operation of the land use itself). For approval of a Conditional Use Permit (CUP), RMC Chapter 18.192.060 requires that four findings be made for approval of the land use. As a discretionary approval, a CUP may also be

revoked per RMC Section 18.192.100 and prohibit future operation of a particular property in the event of repeated or egregious violations of a CUP's operating conditions or other provisions of the Redlands Municipal Code.

No amendment to the East Valley Corridor Specific Plan is necessary. New warehouse development projects in the East Valley Corridor Specific Plan will continue to be processed with the current Planned Development entitlement procedure, which is a discretionary decision by Planning Commission and City Council, in accordance with Chapter 4 of Division 1 in the East Valley Corridor Specific Plan (and further clarified as "quasi-legislative" in nature by City Council Resolution No. 5116).

E) Conformance with the General Plan

The proposed Ordinance Text Amendment will be consistent with the 2035 General Plan. Chapter 5, Connected City, states, "Goods movement is an important component of the city's circulation system, serving industrial, commercial, and retail uses. A street system that accommodates trucks is essential to ensure the safe and efficient movement of goods between business centers and freeways. Policies in this section support the movement of goods and also seek to reduce the impacts of truck operations on city streets and adjacent land uses." Several applicable policies are listed below.

<u>Chapter 5: Connected City</u>

5-P.30: Prioritize goods movement along specific routes in the city, consistent with the layered network, to foster efficient freight logistics.

5-P.31: Update and implement a truck route map to ensure it serves shipping needs in the city while considering potential conflicts with preferred modes and other sensitive land uses in the city, consistent with the layered network.

5-A.81: Focus truck routes on roadways prioritized for automobiles, consistent with the layered network.

5-A.82: Maintain a truck route map and provide signage to direct truck traffic to designated routes. Design designated truck routes such that the pavement, roadway width, and curb return radii support anticipated heavy vehicle use.

5-A.85: Discourage truck traffic from parking, idling, or traveling through local streets in residential neighborhoods.

<u>Chapter 4: Livable Community</u>

4-P.20: Provide for the concentration of office, industrial, and commercial uses in appropriate locations near transportation corridors to encourage the development of employment centers and reduce the potential for land use

conflicts with sensitive uses.

4-P.21: Provide for the development of regional commercial destinations near highways and major transportation corridors.

4-A.27: Provide space for expansion of existing industries and protect them from encroachment by inharmonious uses, but encourage most new industries to locate in the East Valley Corridor where impacts on residential areas will be minimized.

4-A.29: Maintain standards for industrial development and operation that prohibit creation of noise, odor, or other harmful emissions beyond the boundaries of the site.

4-A.56: Create buffers and appropriate transitions between the East Valley Corridor industrial and commercial areas and adjacent residential neighborhoods.

Chapter 7: Healthy Community

7-A.44: Support the use of clean fuel and “climate friendly” vehicles in order to reduce energy use, energy costs, and greenhouse gas emissions by residents, businesses, and City government activities.

7-A.152: Enforce regulations to prevent trucks from excessive idling in residential areas.

7-P.42: Guide the location and design of transportation facilities, industrial uses, and other potential noise generators to minimize the effects of noise on adjacent land uses.

7-P.49: Protect sensitive receptors from exposure to hazardous concentrations of air pollutants.

F) Environmental Review

The proposed code amendment is exempt from environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act (“CEQA”), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the zoning code amendment may have a significant effect on the environment, insofar as it would impose additional construction and operational requirements on certain warehouse and distribution facilities within the City.

Furthermore, even if the proposal is considered a project, the proposed zoning code amendment is categorically exempt under CEQA Guidelines Section 15308, because it is clear that it will not create an environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the adoption of regulations and development standards on such warehouse and distribution facilities. Accordingly, no further environmental review is necessary.

ALTERNATIVES:

1. The City Council can modify the proposed ordinance to prohibit warehouses within 1000 feet of schools, hospitals, long-term care facilities, and retirement and nursing homes.

2. The City Council can continue the proposal and direct staff to address any further issues.

STRATEGIC PLAN:
Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Brian Foote, City Planner/Planning Manager

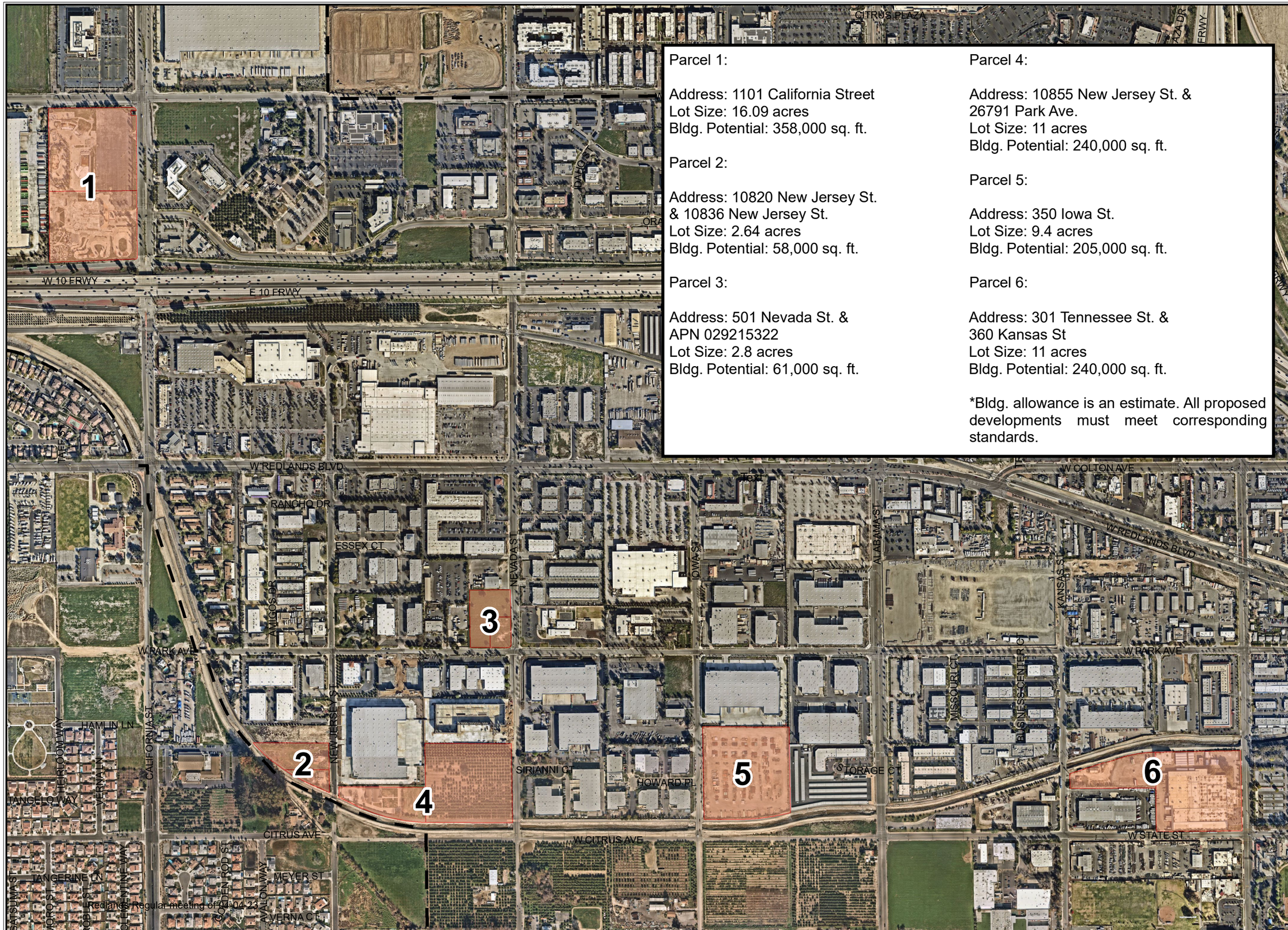
Fiscal Impact

Fiscal Year: FY 2022-23
Appropriation Required Y/N: No
Discussion:
There is no fiscal impact to the General Fund associated with the adoption of the proposed Ordinance Text Amendment.

Attachments

Attachment A: Potential Warehouse Sites Map

Attachment B: Truck Route Map
Attachment C: Zone Map
Attachment D-1: Ordinance No. 2955 Clean
Attachment D-2: Ordinance No. 2955 Legislative



Parcel 1:

Address: 1101 California Street
Lot Size: 16.09 acres
Bldg. Potential: 358,000 sq. ft.

Parcel 2:

Address: 10820 New Jersey St.
& 10836 New Jersey St.
Lot Size: 2.64 acres
Bldg. Potential: 58,000 sq. ft.

Parcel 3:

Address: 501 Nevada St. &
APN 029215322
Lot Size: 2.8 acres
Bldg. Potential: 61,000 sq. ft.

Parcel 4:

Address: 10855 New Jersey St. &
26791 Park Ave.
Lot Size: 11 acres
Bldg. Potential: 240,000 sq. ft.

Parcel 5:

Address: 350 Iowa St.
Lot Size: 9.4 acres
Bldg. Potential: 205,000 sq. ft.

Parcel 6:

Address: 301 Tennessee St. &
360 Kansas St
Lot Size: 11 acres
Bldg. Potential: 240,000 sq. ft.

*Bldg. allowance is an estimate. All proposed developments must meet corresponding standards.

Aerial

Warehouse Development Sites

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The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

N
W E
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Scale
0 510 1,020
Feet

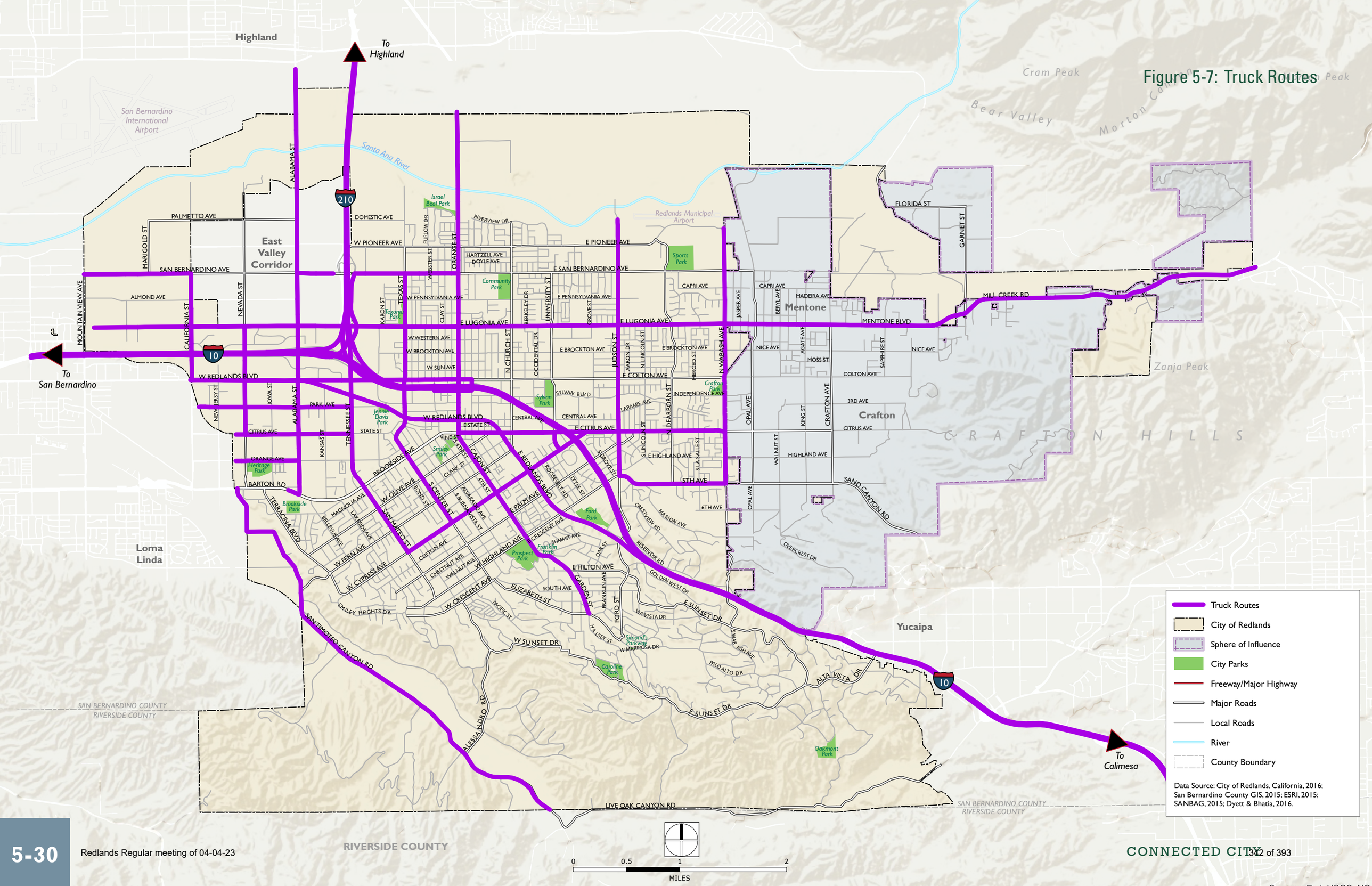
City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

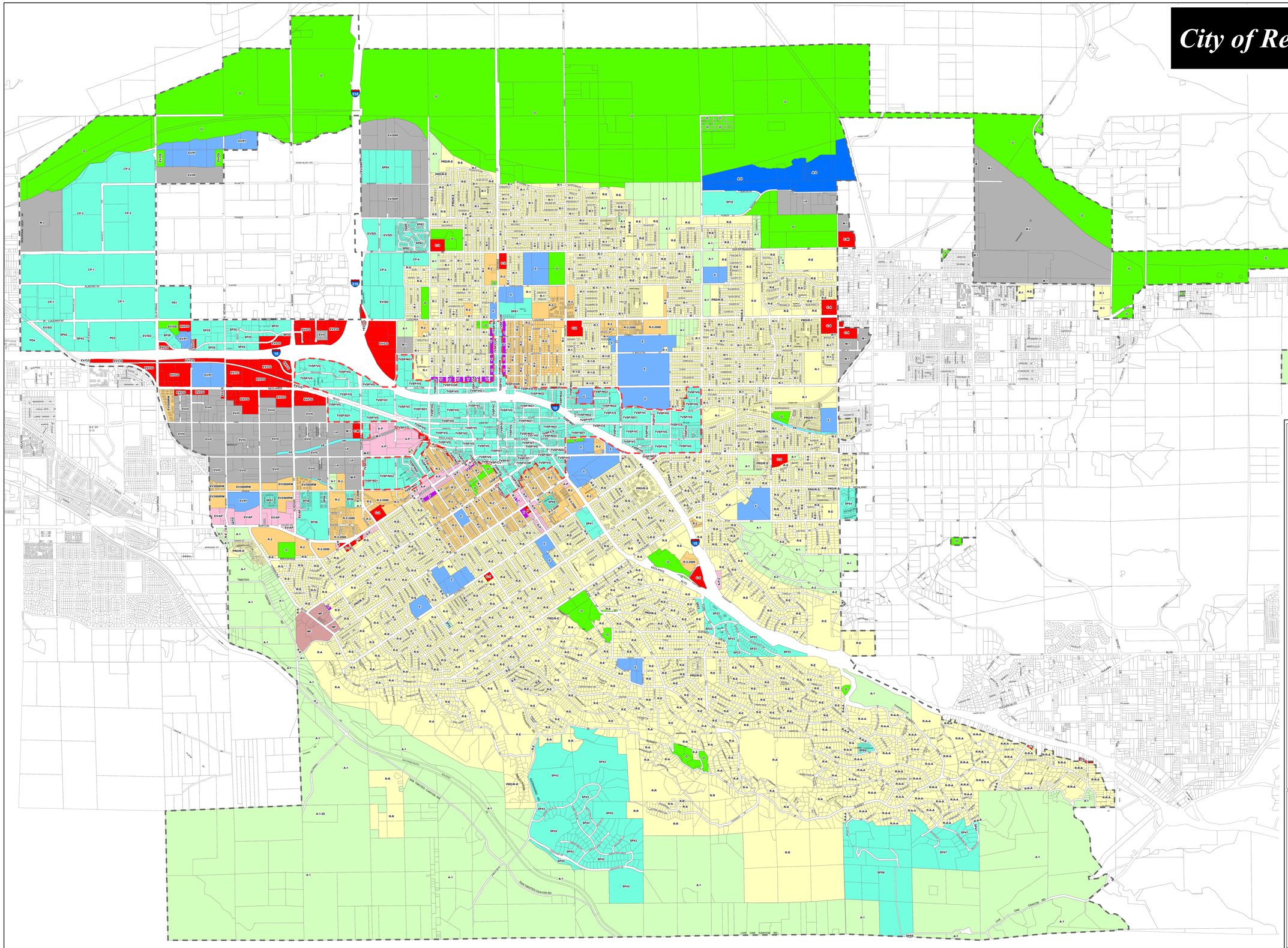
March 7, 2023

OneStop.mxd

Figure 5-7: Truck Routes



City of Redlands - Zoning Map



Industrial
I-P,M-1,M-2,M-P,EV/IC,EV/IR,EV/SRP

Administrative
A-P,A-P-C,EV/AP

Comercial
C-1,C-2,C-3,C-4,C-M,P,EV/CG,EV/CR,EV/TC

Medical
M-F

Single-Family Residential
PRD/RE,R-R,R-R-A,R-A,R-A,A-R,A-E,R-S, EV/R-S,R-1,R-1D

Multi-Family Residential
R-2,R-2-2000,R-3,EV2500RM,EV3000RM

Public Institutional
E,EV/PI

Airport
A-D

Transitional
T

Civic Desgin District

Agriculture
A-1 A-1-20,A-2

Open Space
O,EV/OS

Flood Plain
FP,FP-1

Specific Plan
CP-1,CP-2,CP-4,EV/SD,PD1,PD3,SP23,SP25,SP26 SP29,SP32,SP33,SP39,SP41,SP42,SP43,SP45/SC SP45/TC,SP45/TC#1,SP47,SP52,SP54,SP55,SP56, SP57,SP58,SP59,SP60,SP61,SP62,SP64,SP65

Parcels

Transit Village Specific Plan SP65

Redlands City Boundary

Zoning Boundary

A-1	- Agricultural District	MHP	- Mobile Home Park
A-1-20	- Agricultural District	M-P	- Planned Industrial District
A-2	- Estate Agricultural District	O	- Open Land District
A-D	- Airport District	P	- Off Street Parking District
A-P	- Administrative And Professional Office District	PD	- Planned Development
A-P-C	- Administrative Professional Commercial District	PRD	- Planned Residential Development
C-1	- Neighborhood Stores District	R-1	- Single Family Residential District
C-2	- Neighborhood Convenience Center District	R-1D	- Single Family Residential District - Deep Lot
C-3	- General Commercial District	R-2	- Multiple Family Residential District
C-4	- Highway Commercial District	R-2-2000	- Multiple Family Residential District
C-M	- Commercial Industrial District	R-3	- Multiple Family Residential District
CP	- Concept Plan	R-A	- Residential Estate District
E	- Educational District	RAA	- Residential Estate Animals District
EV/AP	- Administrative Professional District	R-E	- Residential Estate District
EV/CG	- General Commercial	R-R	- Rural Residential District
EV/IC	- Commercial Industrial	R-R-A	- Rural Residential Animals District
EV/IR	- Regional Industrial	R-S	- Suburban Residential District
EV/OS	- Open Space District	SP	- Specific Plan
EV/PI	- Public Institutional	T	- Transitional
EV/SD	- Special Development District	**Transit Village Specific Plan (SP65)**	
EV/SRP	- Science Research Park	TVSP	- Transit Village Specific Plan
EV/TC	- Transition District	CS	- Civic Space
EV2500RM	- Multiple Family Residential -2500 District	DT	- Downtown
EV3000RM	- Multiple Family Residential -3000 District	NG1	- Neighborhood General 1
FP	- Flood Plain District	NG2	- Neighborhood General 2
FP-1	- Flood Plain District	SP1	- Special District 1
I-P	- Industrial District	VC	- Village Center
M-1	- Light Industrial District	COR	- Village Corridor
M-2	- General Industrial District	VG	- Village General
M-F	- Medical Facility District		

Source: City of Redlands

Scale

0 0.25 0.5 0.75 1 Miles

City of REDLANDS

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Brian Desatnik Development Services Director | Last Zoning Change: November, 2022 | Map Generated: 12/8/2022 | Zoning.mxd

ORDINANCE NO. 2955

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE, CHAPTER 18.156, IMPLEMENTING NEW WAREHOUSE DEVELOPMENT STANDARDS, AND AMENDING OTHER CHAPTERS OF TITLE 18 TO REQUIRE A CONDITIONAL USE PERMIT FOR NEW WAREHOUSE DEVELOPMENT PROJECTS, AS DEFINED, IN THE COMMERCIAL INDUSTRIAL (C-M), LIGHT INDUSTRIAL (M-1), GENERAL INDUSTRIAL (M-2), AND INDUSTRIAL (I-P) ZONING DISTRICTS.

WHEREAS, Ordinance No. 2955 (Ordinance Text Amendment No. 365) would amend Chapter 18.156 (Development Provisions for Specific Uses) of Title 18 (the City's "Zoning Ordinance") of the Redlands Municipal Code to implement new development standards for warehouse development projects, as defined, and to amend the list of permitted and conditionally permitted uses in the Commercial Industrial (C-M), Light Industrial (M-1), General Industrial (M-2), and Industrial (I-P) zones to require a Conditional Use Permit for new warehouses, as defined; and

WHEREAS, on December 13, 2022, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 365 and at which the Planning Commission continued the public hearing to January 24, 2023; and

WHEREAS, on January 24, 2023, the Planning Commission held a continued public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 365 and at which the Planning Commission considered Ordinance Text Amendment No. 365; and

WHEREAS, the proposed Ordinance No. 2955 is exempt from environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines; and

WHEREAS, following the public hearing on January 24, 2023, the Planning Commission determined that Ordinance Text Amendment No. 365 would be in conformity with the 2035 General Plan, and would be consistent with goals of the General Plan for transportation, connectivity, compatibility and harmonious relationship of different land uses, and energy sustainability; and

WHEREAS, on January 24, 2023, the Planning Commission recommended to the City Council that proposed Ordinance No. 2955 be approved; and

WHEREAS, in accordance with Government Code section 65090, on or about March 24, 2023, the City Clerk gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance No. 2955 would be considered by City Council; and

WHEREAS, on February 21, 2023, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance No. 2955.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

SECTION 1. California Environmental Quality Act. The proposed Ordinance Text Amendment does not require environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the zoning code amendment may have a significant effect on the environment, insofar as it would impose additional construction and operational requirements on certain warehouse and distribution facilities within the City. Furthermore, even if the proposal is considered a project, the proposed zoning code amendment is categorically exempt under CEQA Guidelines Section 15308, because it is clear that it will not create an environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the adoption of regulations and development standards on such warehouse and distribution facilities. Accordingly, no further environmental review is necessary.

SECTION 2. Chapter 18.156 of the Redlands Municipal Code, entitled "Development Provisions for Specific Uses," is hereby amended to add Article XII. Warehouses and Logistics Distribution Centers, to read as follows:

"**ARTICLE XII. Warehouses and Logistics Distribution Centers**

18.156.900: DEFINITIONS:

A. *Warehouse* means warehouse/distribution facilities primarily used for the storage and/or consolidation of manufactured goods before their distribution to retail locations or other warehouses. Warehouse/distribution centers are fifty thousand (50,000) square-feet or more in gross floor area or contain six (6) or more truck docks or dock high loading doors. They are characterized by dock high loading doors and could be on opposing sides of the building (cross dock facility); may include grade-level loading doors; interior clear heights a minimum of 28 to 36 feet to ceiling for the warehousing floor area; significant movement and storage of products, materials, or equipment; may include receiving, sorting, re-packaging, and/or re-distribution; truck activities frequently outside of the peak hour of the adjacent street system; and need freeway access. This definition excludes facilities owned and operated by a government agency or any public or private utilities. Warehousing and distribution facilities include, but are not limited to, the following types of uses:

- Warehousing distribution/high cube distribution centers
- Parcel delivery terminals or truck terminals
- Parcel sorting and distribution facilities

- Package allocation for delivery drivers or independent delivery contractors
- Parcel hub or high cube fulfillment center
- Freight yards or forwarding terminals
- Moving agencies
- Shipping/receiving yards

B. *Warehousing, ancillary,* means the use of a portion of a building for the related storage of goods of any type by one or two businesses and used for the sale or distribution of those goods directly to their customers. A manufacturing, assembly, service commercial, or other type of commercial or industrial use (i.e., primary use) manufactures and/or stores and distributes the goods or components that are produced or contained on-site, and therefore includes the related storage of those goods or items. Ancillary storage or warehousing is subordinate and incidental to the primary land use (e.g., manufacturing, assembly, service commercial, or other type of primary commercial or industrial use). Ancillary storage or warehousing may include ground level loading doors on one or more sides of the building, or not more than five (5) dock high loading doors on one side of the building only.

18.156.910: APPLICABILITY:

The provisions of this section shall apply to the following types of development projects:

A. New warehouse development projects that meet one of the following criteria (note: excludes government agency facilities and public or private utility facilities).

   1) Gross floor area of fifty thousand (50,000) square-feet or more; or,
   2) A structure with six (6) or more truck docks or dock high loading doors (does not include grade-level loading doors or loading spaces).

B. Development or redevelopment projects for existing or proposed warehouse facilities involving demolition, reconstruction, repairing, or rebuilding that exceed fifty percent (50%) of the reasonable replacement value of the existing structure or property.

   1. Estimates for this purpose shall be reviewed and approved by the building official and the Development Services Director, or their respective designees, and shall be based on the minimum cost of construction in compliance with the California Building Code.
   2. For the purpose of this section, "assessed value" shall mean the assessed value of the structure as shown on the County of San Bernardino property assessment roll in effect at the time of the occurrence of the casualty, or at the time the repair and maintenance is first conducted.
   3. Redevelopment of a property and/or building shall include the feasible provisions of Section 18.156.930 through 18.156.960 of this Article, as determined by the Planning Commission (the location requirements of Section 18.156.920 shall not apply to redevelopment projects).

C. Required Compliance. No new warehouse development project shall be constructed, no redevelopment or reconstruction of a property for warehouse use, and no existing warehouse shall be moved, altered, or enlarged, except in accordance with the applicable development standards of this Article.

18.156.920: SITE LOCATION REQUIREMENT:

A. No warehouses shall be located on a project site more than one mile (5,280 feet) from a freeway entrance/exit ramp to the Interstate Freeway System (Interstate 10 and Interstate 210). For purposes of this requirement, the linear distance shall be measured as a radius from a freeway ramp to any part of the subject property.

18.156.930: SCREENING AND BUFFERING REQUIREMENTS:

A. Warehouse developments shall provide a solid decorative wall(s) of at least ten feet (10') in height when abutting any of the following land uses: any residence including private homes, condominiums, apartments, and living quarters; schools and preschools; daycare centers and in-home daycares; hospitals; long-term care facilities; retirement and nursing homes; community centers; places of worship; parks (excluding trails); and dormitories. The exterior treatment of the wall(s) shall be decorative or painted.

B. Unless physically impossible, loading docks and truck entries shall be oriented away from abutting sensitive receptors. To the greatest extent feasible, loading docks, truck entries, and truck drive aisles shall be located away from nearby sensitive receptors. In making feasibility decisions, the City must comply with existing laws and regulations and balance public safety and the site development's potential impacts to nearby sensitive receptors. Therefore, loading docks, truck entries, and drive aisles may be located nearby sensitive receptors at the discretion of the Planning Commission, but any such site design shall include measures designed to minimize overall impacts to nearby sensitive receptors.

C. Trees shall be used as part of the solid screen buffering treatment for any adjacent residential properties or properties with sensitive receptors. Trees used for this purpose shall be evergreen, drought-tolerant, minimum 36-inch box size, and shall be spaced no greater than 40-feet on center. Palm trees shall not be used for screening purposes. The property owner and any successors in interest shall maintain these trees for the duration of ownership ensuring any unhealthy or dead trees are replaced timely as needed.

D. Trees shall be installed in automobile (passenger vehicle) parking areas to provide at least thirty five percent (35%) shade cover of parking areas within fifteen (15) years. This requirement is in addition to the applicable standard design requirements for parking lot landscape and related improvements. Trees shall be planted that are capable of implementing this requirement.

18.156.940: TRAFFIC PATTERNS AND SIGN REQUIREMENTS:

A. Applicants for entitlements shall prepare and submit a Truck Routing Plan demonstrating the most direct route(s) to and from the Interstate Freeway System based on the city's latest Truck Route Map. Routes to or from freeway ramps shall not pass through any residential zones or districts.

B. A traffic impact assessment (TIA) report shall be prepared to evaluate a proposed warehouse project's compliance with the City's Measure U traffic system requirements, and shall include an evaluation of the City's streets and Truck Routes that provide vehicular access to the Interstate Freeway System, including, but not limited to: existing right-of-way width; roadway capacity to handle the proposed quantity of truck trips to be generated by the proposed use (including any road widening that may be necessary); roadway design and improvements to handle the weight and frequency of proposed truck trips; intersection operations to freeway ramps and level of service analysis to include the proposed truck trips; truck turn radii at intersections; and other operational elements of the City's street network to serve the proposed use. The TIA may be prepared by a qualified consultant selected and directed by the City (and all consultant costs to be reimbursed by the applicant), or by a qualified traffic consultant selected by the applicant (and all work subject to the direction, review, and approval by the City).

C. Entry gates into the loading dock/truck court area with more than 20 loading docks shall be positioned after a minimum of 140 feet of total available stacking depth inside the property line (or alternatively, if 140 feet of depth is not feasible due to site constraints, then provide 70 feet of available stacking depth for two trucks side-by-side as an alternative design). The stacking distance shall be increased by 70 feet for every 20 loading docks beyond 50 docks. Queuing, or circling of vehicles, on public streets immediately pre- or post-entry to an industrial commerce facility is strictly prohibited unless queuing occurs in a deceleration lane or right turn lane exclusively serving the facility.

D. Prior to entitlement approval, applicants shall submit to the City, and obtain approval of, all turning templates to verify adequate truck turning movements at entrance and exit driveways as well as street intersections adjacent to industrial buildings. Unless not physically possible, truck entries shall be located on Collector streets or streets of a higher commercial classification, and vehicle entries shall be designed to prevent truck access on streets that are not Collector Streets (or streets of a higher commercial classification), including but not limited to by limiting the width of vehicle entries.

E. Anti-idling signs indicating a five (5) minute restriction on engine idling for diesel trucks shall be posted at warehouses and industrial commerce facilities along entrances to the site and within the dock areas and shall be strictly enforced by the facility operator (13 CCR § 2480).

F. Signs shall be installed at all truck exit driveways directing truck drivers to the truck route as indicated in the Truck Routing Plan to be routed to the Interstate

Freeway System.

G. Signs and drive aisle pavement markings shall clearly identify the onsite circulation pattern to minimize unnecessary on-site vehicular travel.

H. Facility operators shall post signs in prominent locations inside and outside of the building indicating that off-site parking for any Medium Heavy-Duty trucks, Heavy Heavy-Duty trucks, truck trailers or cabs, and other operations-related vehicles is strictly prohibited. City may require facility operator to post signs on adjacent and nearby surface or residential streets indicating that off-site truck parking is prohibited by City ordinance.

I. All signs under this Section shall be legible, durable, and weather-proof.

18.156.950: SUSTAINABLE ENERGY:

A. A minimum of ninety percent (90%) of the on-site motorized operational equipment shall be zero emission (ZE).

B. All warehouse building roofs shall install photovoltaic (PV) solar collector system or other form of on-site renewable energy, provided such renewable energy source is recognized by the State of California as a renewable resource under the Renewable Portfolio Standard Program. The renewable energy system shall be metered separately from the nonrenewable metered power usage of the building (if not in conflict with other applicable regulations). The renewable energy system shall be built to generate an amount of electricity sufficient to meet the following criteria:

1. Annualized building demand based on the approved use or, if no use is proposed, then the demand for the most energy intensive use that could occupy the building; and

2. Annualized demand required to charge fully electric vehicles and trucks, assuming that all vehicles and trucks to the site are fully electric; and

3. A reasonable rate of efficiency loss over ten years.

Note: Electricity demand that exceeds the generation capacity of the on-site renewable energy system may be obtained from off-site energy sources or suppliers.

C. The warehouse building's rooftop that is not covered with solar panels or other utilities shall be constructed with light colored roofing material with a solar reflective index (SRI) in accordance with current California Energy Code regulations. This material shall be the minimum solar reflective rating of the roof material for the life of the building.

D. The on-site passenger vehicle parking shall include electric vehicle (EV) ready parking spaces in accordance with current requirements of the California Building Code, and at least fifty percent (50%) of the required EV parking spaces shall be equipped with working Level 2 Quick Charge EV charging stations installed and operational, prior to building occupancy. Signage shall be installed indicating EV charging stations and specifying that spaces are reserved for clean air/EV vehicles. Unless superior technology is developed that would replace the EV charging units, facility operator and any successors in interest shall be responsible for maintaining the EV charging stations in working order for the life of the facility.

E. Unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide chilled, cooled, or freezer warehouse space, a conduit shall be installed during construction of the building shell from the electrical room to all (100%) of the loading dock doors that have potential to serve the refrigerated space. When tenant improvement building permits are issued for any refrigerated warehouse space, electric plug-in units shall be installed at every dock door servicing the refrigerated space to allow transport refrigeration units (TRUs) to plug in. Truck operators with TRUs shall be required to utilize electric plug-in units when at loading docks.

18.156.960: OPERATION AND CONSTRUCTION:

A. Cool surface treatments shall be added to all drive aisles and parking areas, or such areas shall be constructed with a solar-reflective cool pavement such as concrete. Solar collectors may be installed on support structures that provide shade over parking areas to achieve minimum requirements.

B. To ensure that warehouse electrical rooms are sufficiently sized to accommodate the potential need for additional electrical panels, either a secondary electrical room shall be provided in the building, or the primary electrical room shall be sized twenty-five percent (25%) larger than is required to satisfy the service requirements of the building or the electrical gear shall be installed with the initial construction with 25% excess demand capacity.

C. All exterior light fixtures (including but not limited to parking lot lighting, wall fixtures, roof fixtures, light poles, etc.) visible from public right-of-way or abutting properties shall have shielding affixed to contain illumination within the subject property and prevent light trespass and glare overspill.

D. The facility operator shall be required to perform regular maintenance of building structures, landscaping, and paved surfaces to ensure good physical condition and appearance.

E. For any sites with warehouses that are abutting or adjacent to any residential properties or properties containing sensitive receptors, any outdoor storage of

materials, high-pile storage, or any other manner of storage or staging shall not exceed the height of the perimeter wall.

F. Additional operating conditions may be enacted for an individual Warehouse project pursuant to a Conditional Use Permit (RMC Chapter 18.192) for the purpose of avoiding or reducing potential off-site nuisance effects of the warehouse facility (including but not limited to traffic, parking, noise, vibration, air quality emissions, etc.) on nearby sensitive receptors or residential districts, or to protect the public health, safety, or general welfare."

SECTION 3. Redlands Municipal Code Section 18.100.040, entitled "Permitted Uses," is hereby amended to read as follows:

"Principal permitted uses in the C-M zone include:

A. Auto services: No open service bays shall face a public street, or they shall be screened:

Brake relining.
Glass installation.
Muffler installation.
Painting.
Repair.
Upholstery.

B. Commercial sales and service:

Agricultural supplies and equipment.
Automobile equipment.
Automobile, new and used.
Bicycle, boat and motorcycle.
Building material and hardware.
Cabinet shop.
Camper and mobilehome.
Drive-in stores, such as milk and food, no alcohol beverage sales.
Electrical apparatus and equipment.
Furniture, appliances and carpeting.
Garden and farm supplies.
Interior decorator studios.
Machinery, equipment and supplies.
Nurseries; no outdoor display of merchandise other than plants.
Office equipment.
Paint.
Pet and pet supply.
Plumbing, heating, air conditioning and refrigeration equipment and supplies.
Radio, television and musical instruments.

C. Industrial:

Uses permitted in the M-P planned industrial district.
Recreation and entertainment: The following uses are subject to approval of a conditional use permit if within three hundred feet (300') of a residential area.
Bowling lanes, skating rinks, and sports arenas, no alcohol beverage sales.
Drive-in theaters.

D. Services:

Auction houses.
Auto rental.
Bus terminals and similar transit facilities.
Cleaning and dyeing plants, laundries, linen and towel service.
Furniture upholstery.
Governmental agencies.
Ice manufacture, cold storage, and frozen food lockers.
Mail order houses.
Motels and hotels.
Parcel delivery.
Pest control.
Public scales.
Radio and television broadcasting studios.
Restaurants.
Retreading of tires.
Sign painters.

E. Other uses:

Agricultural uses permitted in the M-P district.
Business, technical, trade or professional schools.
Clubs, lodges, and similar organizations.
Electric distribution substations, public utility buildings and service yards.
Van and storage; self-storage or mini-storage facilities.
Warehousing, ancillary to another primary use (see RMC Chapter 18.156, Article XII).
Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.
Wholesalers.

SECTION 4. Redlands Municipal Code Section 18.100.070, entitled "Conditional Uses," is hereby amended to read as follows:

"18.100.070: CONDITIONAL USES:

The following uses may be permitted in the C-M zone subject to approval of a conditional use permit:

Uses listed in chapter 18.192 of this title.
Ambulance service.
Animal hospitals.
Bowling lanes, skating rinks, and sports arenas, with alcohol beverage sales.

Cocktail lounges and bars.
Drive-in stores, such as milk and food, with alcohol beverage sales.
Equipment rental.
Radio and television transmitter towers higher than fifty feet (50') above ground level.
Regional shopping center containing at least one department store and a minimum gross land area of thirty five (35) acres; uses permitted shall be limited to those contained in the C-3 zone.
Retail store containing a minimum gross leasable area of seventy five thousand (75,000) square feet, subject to the parking requirements for neighborhood commercial districts.
Service stations.
Warehouses and logistics distribution centers, in accordance with chapter 18.156 of this title."

SECTION 5. Redlands Municipal Code Section 18.108.030, entitled "Permitted and Accessory Uses," is hereby amended to read as follows:

"In the M-1 zone, principal permitted uses shall be as follows:

A. Uses permitted in the M-P, planned industrial district.

B. Accessory uses:

Commercial sales and service incidental to a principal permitted use.
Employee recreational facilities and play areas.
Storage buildings incidental to a permitted use.
Superintendent or caretaker dwelling. One dwelling unit on the same parcel of land as a permitted use needing continual supervision, to be occupied exclusively by a superintendent or a caretaker and his family.
Other accessory uses and buildings customarily appurtenant to a permitted use.

C. Manufacturing:

Manufacture and assembly of electrical equipment and supplies, such as coils, condensers, lamps, switches, wire and cable assembly.

Manufacture of ceramic products, such as pottery, figurines and small glazed tile, utilizing only previously pulverized clay, and provided that kilns are fired only by electricity or gas.

Manufacture of cutlery, hardware, hand tools and kitchen utensils.

Manufacture, processing or treatment of products other than those which may be obnoxious or offensive by reason of emission of odor, dust, smoke, gas, noise, vibration or hazard.

Manufacturing, assembling, compounding, packaging and processing of articles or products from the following previously prepared materials: asbestos, bristles, bone, feathers, hair, horns, leather, metal, paints (excluding any boiling process), paper, textiles.

Manufacturing, compounding, processing, canning or packaging of products such as bakery goods, candy and soft drinks, dairy products, food products (excluding fish and meat products, sauerkraut, vinegar, yeast, and the rendering or refining of fats and oils).

Mattress manufacture, repair, rebuildings and recovering.

D. Other uses:

Agricultural supplies and equipment, sales and service.
Agricultural uses, but excluding dairies, stockyards, slaughter of animals, and manufacture of fertilizer.
Automobile accessory and parts sales.
Automobile repair services; no open service bays shall face a public street, or they shall be screened.
Automobile sales, new and used.
Barbershops.
Boat, mobilehome and camper sales and services.
Building material and hardware sales.
Catering services.
Cleaning and dyeing plants, laundries, linen and towel service.
Creameries.
Electric distribution substations, electric transmission substations, and public utility buildings and service yards.
Furniture upholstery.
Ice manufacture and storage, frozen food lockers, and cold storage plants.
Lumberyards (no planing mills).

E. Machine shops and such uses as the following:

Anodizing shops.
Blacksmith shops.
Cabinet or carpenter shops.
Die and pattern making shops.
Electroplating shops.
Grinding shops.
Metal engraving shops.
Metal finishing and plating shops.
Polishing shops.
Sheet metal shops.
Tinsmith shops.
Welding shops.
Parking lots, commercial.
Petroleum bulk plants.
Plumbing, heating or electrical shops.
Real estate, business and professional offices.
Repair and fix-it shops.
Repair garages, body and fender works and auto painting, providing all work is conducted within a completely enclosed structure.

Retreading and recapping of tires.
Service stations.
Sign painters.
Taxidermy shops.
Tree surgeons.
Volume sales outlets, such as furniture, appliances and carpeting.
Warehousing, ancillary to another primary use (see RMC Chapter 18.156, Article XII).
Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.
Wholesaling.

SECTION 6. Redlands Municipal Code Section 18.108.050, entitled "Conditional Uses," is hereby amended to read as follows:

"The following uses may be permitted in the M-1 zone subject to approval of a conditional use permit:

Animal and pet hospitals, kennels and animal pounds.
Automobile wash, mechanical or self-service.
Building materials storage yards.
Business, technical, trade or professional schools.
Commercial recreation such as bowling lanes and skating rinks.
Contractors' storage yards.
Equipment rentals.
Feed and fuel yards.
Motels.
Outdoor vehicle storage and holding lot, with no dismantling or wrecking permitted.
Restaurants.
Warehouses and logistics distribution centers, in accordance with chapter 18.156 of this title."

SECTION 7. Redlands Municipal Code Section 18.112.030, entitled "Permitted and Accessory Uses," is hereby amended to read as follows:

"Principal permitted uses in the I-P zone include:

A. Accessory uses:

Commercial sales and service incidental to a principal permitted use.
Employee recreational facilities and play areas.
One dwelling unit on the same parcel of land as a permitted use needing continual supervision, to be occupied exclusively by a superintendent or a caretaker and his family.
Storage buildings incidental to a permitted use.
Other accessory uses and buildings customarily appurtenant to a permitted use.

B. Manufacturing:

Machine tool manufacture, including metal lathes, presses and stamping machines, and woodworking machines.

Machinery manufacture, including electrical, agricultural, construction, mining, air conditioning equipment, dishwashers, dryers, furnaces, heaters, stoves and washing machines.

Manufacture of chemicals and chemical products, except those requiring a conditional use permit.

Manufacture of food products, including such processes as cooking, roasting, refining and extraction involved in the preparation of such products as cereal, chocolate, cider, coffee, glucose, rice, flour, feed and grain, vegetable oils and yeast; but not including fish or meat products.

Manufacturing and processing of the following, conducted in an enclosed building, except that any outdoor manufacturing or processing operation in this group of uses shall be subject to approval of a conditional use permit:

Abrasives.
Aircraft and aircraft accessories.
Aluminum products.
Asbestos.
Automobiles, trucks and trailers.
Automotive accessories and parts.
Boats.
Candles.
Canvas.
Carpets and rugs.
Cellophane.
Cloth.
Composition wallboard.
Cork.
Felt.
Fiber.
Fur.
Glass, but excluding blast furnaces.
Glazed tile.
Hemp products.
Ink.
Jute products.
Leather.
Linter.
Metal foil.
Metal products.
Missiles and missile components, excluding explosive fuels.
Motors and generators.
Paper.
Plastics.
Porcelain products.
Pulp goods.

Putty.
Railroad equipment.
Rubber products.
Sisal products.
Starch and dextrine.
Structural steel products.
Textiles.
Tile.
Wire and wire products.
Yarns.

Metal fabricating, heat treating, pickling and stamping.

Transit and transportation terminals, repair and storage facilities.

C. Services:

Blueprinting, photocopying and film processing.
Business and research offices related to the administration and operation of the permitted industrial uses.
Electrical distribution substations, electrical transmission substations, public utility service yards and steam electric generating stations.
Laboratories.
Lumberyards.
Newspaper publishing.
Off street parking.
Offices, business and professional.
Petroleum bulk plants.
Printing, lithographing, publishing.
Public buildings.
Public utility offices.
Radio and television broadcasting.
Restaurants operated for employees on the premises.
Trade union halls.
Warehousing, ancillary to another primary use (see RMC Chapter 18.156, Article XII).
Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.
Wholesaling."

SECTION 8. Redlands Municipal Code Section 18.112.050, entitled "Conditional Uses," is hereby amended to read as follows:

"The following uses may be permitted subject to approval of a conditional use permit:

A. Heliports.

B. Manufacturing of:

Acetylene.
Ammonia.
Aniline dyes.
Bleaching powder.
Breweries, distilleries and wineries.
Bronze, babbitt metal and similar alloys.
Carbide.
Carbolic, hydrochloric, picric and sulfuric acid.
Caustic soda.
Cellulose and celluloid.
Chlorine.
Coal, coke or coal tar products.
Exterminating agents.
Film.
Gas.
Lacquer, shellac, turpentine, varnish or calcimine (Kalsomine).
Linoleum or oilcloth.
Matches.
Nitrating of cotton and other materials.
Phenol.
Potash.
Pyroxylin.
Rubber (natural or synthetic).
Soap, tallow, grease and lard.
Radio transmitter towers higher than fifty feet (50') above ground level.

C. Storage of:

Oil or gas in amounts of two thousand five hundred (2,500) barrels or more.
Oil or gas within three hundred feet (300') of any residential zone, school or park.
Recreational vehicles and boats.

D. Warehouses and logistics distribution centers, in accordance with chapter 18.156 of this title."

SECTION 9. Redlands Municipal Code Section 18.116.030, entitled "Permitted Uses," is hereby amended to read as follows:

"Principal permitted uses in the M-2 zone include:

A. Uses permitted in the M-1 industrial zone.

B. Contractors' yards and shops, including building, masonry, painting, concrete, electrical, plumbing, refrigeration, roofing, heating and air conditioning.

C. Electrical distribution substations, electrical transmission substations, nonnuclear electric generating stations, and public utility buildings, office, and service yards, and steam electric generating stations.

D. Food products manufacture, including such processes as cooking, roasting, refining and extraction involved in the preparation of such products as cereal, chocolate, cider, coffee, glucose, rice, flour, feed and grain, vegetable oils and yeast; but not including fish or meat products.

E. Lumberyards, lumber processing and woodworking, including planing mills, plywood, veneering, wood preserving and laminating.

F. Machine tool manufacture, including metal lathes, presses and stamping machines, and woodworking machines.

G. Machinery manufacture, including electrical, agricultural, construction, mining, air conditioning equipment, dishwashers, dryers, furnaces, heaters, stoves and washing machines.

H. Manufacture of chemicals and chemical products, except those requiring a conditional use permit.

I. Manufacture, storage, reconditioning and exchange of such items as cans, containers, boxes, barrels, bottles and bags.

J. Manufacturing and processing of the following, conducted in an enclosed building, except that any outdoor manufacturing or processing operation in this group of uses shall be subject to approval of a conditional use permit:

Abrasives.
Aircraft and aircraft accessories.
Aluminum products.
Asbestos.
Automobiles, trucks and trailers.
Automotive accessories and parts.
Boats.
Bricks.
Burial vaults and caskets.
Candles.
Canvas.
Carpets and rugs.
Cement products.
Chalk.
Clay pipe and clay products.
Composition wallboard.
Glass, but excluding blast furnaces.
Glazed tile.
Graphite and graphite products.
Hemp products.
Ink.
Jute products.
Linter.
Metal foil.

Metal products.
Missiles and missile components, excluding explosive fuels.
Motors and generators.
Paraffin products.
Plastics.
Porcelain products.
Pulp goods.
Pumice.
Putty.
Railroad equipment.
Rubber products.
Sand and lime products.
Sisal products.
Starch and dextrine.
Steel products.
Stone products.
Structural steel products.
Tile.
Wire and wire products.

K. Metal fabricating, heat treating, pickling and stamping.

L. Storage facilities, except those requiring a conditional use permit.

M. Warehousing, ancillary to another primary use (see RMC Chapter 18.156, Article XII).

N. Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors."

SECTION 10. Redlands Municipal Code Section 18.116.050, entitled "Conditional Uses," is hereby amended to read as follows:

"In the M-2 zone, the following uses may be permitted subject to approval of a conditional use permit:

A. Airports, heliports and landing strips.

B. Animal, food or beverage processing of the following kinds:

Breweries, distilleries and wineries.
Meat or fish products packing, canning or processing.
Vinegar, yeast and sauerkraut.

C. Asphalt, concrete and earth products activities of the following kinds:

Asphalt batching plants.
Concrete mixing and batching plants.
Rock crushing plants and aggregate dryers.

Sandblasting plants.
Butane service and filling stations.

D. Commercial and service type uses which the commission, after study and deliberation, finds are needed to serve the M-2 district, and which will not interfere with the orderly development of the industrial area, and which will be compatible with industrial uses.

E. Distilling of:

Alcohol.
Bones.
Coal.
Coal tar.
Coke.
Wood.
Heavy metal works of the following kinds:
Blast furnaces.
Boiler works.
Drop forge industries.
Drop hammers.
Forges, foundries and forging works.
Metal and metal ore reduction or smelting.
Rolling mills.

F. Manufacturing of:

Acetylene.
Ammonia.
Aniline dyes.
Asphalt or asphalt products.
Bleaching powder.
Bronze, babbitt metal and similar alloys.
Carbide.
Carbolic, hydrochloric, picric and sulfuric acid.
Caustic soda.
Cellophane.
Cellulose and celluloid.
Cement, lime, gypsum or plaster of Paris.
Charcoal, lampblack or fuel briquettes.
Chlorine.
Coal, coke or coal tar products.
Creosote.
Exterminating agents.
Fertilizer.
Film.
Gas.
Lacquer, shellac, turpentine, varnish or calcimine (kalsomine).
Linoleum or oilcloth.

Matches.
Nitrating of cotton and other materials.
Phenol.
Potash.
Pyroxylin.
Rubber (natural or synthetic).
Soap, tallow, grease and lard.
Radio transmitter towers, higher than fifty feet (50') above ground level.

G. Refining of:

Fats and oils.
Metals and metal ores.
Petroleum and petroleum products.
Sugar.
Salvage, wrecking and disposal activities of the following kind:
Automobile wrecking and salvage.
Building wrecking and salvage.
Dumps, including garbage and trash disposal.
Industrial waste material salvage, waste metal, rag, clothing, glass and paper salvage operations.
Sewer farm or sewage disposal plants.

H. Storage of:

Automobiles and other vehicles purchased for wrecking operations.
Fertilizer or manure.
House movers' equipment and buildings moved from other locations.
Oil or gas in amounts of two thousand five hundred (2,500) barrels or more.
Oil or gas within three hundred feet (300') of any residential zone, school or park.
Sand, gravel, rock or decomposed granite in amounts of two thousand (2,000) tons or more.
Used building materials or secondhand buildings.

I. Warehouses and logistics distribution centers, in accordance with chapter 18.156 of this title."

SECTION 11. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the _____ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

ORDINANCE NO. 2955

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE, CHAPTER 18.156, IMPLEMENTING NEW WAREHOUSE DEVELOPMENT STANDARDS, AND AMENDING OTHER CHAPTERS OF TITLE 18 TO REQUIRE A CONDITIONAL USE PERMIT FOR NEW WAREHOUSE DEVELOPMENT PROJECTS, AS DEFINED, IN THE COMMERCIAL INDUSTRIAL (C-M), LIGHT INDUSTRIAL (M-1), GENERAL INDUSTRIAL (M-2), AND INDUSTRIAL (I-P) ZONING DISTRICTS.

WHEREAS, Ordinance No. 2955 (Ordinance Text Amendment No. 365) would amend Chapter 18.156 (Development Provisions for Specific Uses) of Title 18 (the City's "Zoning Ordinance") of the Redlands Municipal Code to implement new development standards for warehouse development projects, as defined, and to amend the list of permitted and conditionally permitted uses in the Commercial Industrial (C-M), Light Industrial (M-1), General Industrial (M-2), and Industrial (I-P) zones to require a Conditional Use Permit for new warehouses, as defined; and

WHEREAS, on December 13, 2022, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 365 and at which the Planning Commission continued the public hearing to January 24, 2023; and

WHEREAS, on January 24, 2023, the Planning Commission held a continued public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 365 and at which the Planning Commission considered Ordinance Text Amendment No. 365; and

WHEREAS, the proposed Ordinance No. 2955 is exempt from environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines; and

WHEREAS, following the public hearing on January 24, 2023, the Planning Commission determined that Ordinance Text Amendment No. 365 would be in conformity with the 2035 General Plan, and would be consistent with goals of the General Plan for transportation, connectivity, compatibility and harmonious relationship of different land uses, and energy sustainability; and

WHEREAS, on January 24, 2023, the Planning Commission recommended to the City Council that proposed Ordinance No. 2955 be approved; and

WHEREAS, in accordance with Government Code section 65090, on or about March 24, 2023, the City Clerk gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance No. 2955 would be considered by City Council; and

WHEREAS, on February 21, 2023, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance No. 2955.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

SECTION 1. California Environmental Quality Act. The proposed Ordinance Text Amendment does not require environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the zoning code amendment may have a significant effect on the environment, insofar as it would impose additional construction and operational requirements on certain warehouse and distribution facilities within the City. Furthermore, even if the proposal is considered a project, the proposed zoning code amendment is categorically exempt under CEQA Guidelines Section 15308, because it is clear that it will not create an environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the adoption of regulations and development standards on such warehouse and distribution facilities. Accordingly, no further environmental review is necessary.

SECTION 2. Chapter 18.156 of the Redlands Municipal Code, entitled "Development Provisions for Specific Uses," is hereby amended to add Article XII. Warehouses and Logistics Distribution Centers, to read as follows:

"**ARTICLE XII. Warehouses and Logistics Distribution Centers**

18.156.900: DEFINITIONS:

A. *Warehouse* means warehouse/distribution facilities primarily used for the storage and/or consolidation of manufactured goods before their distribution to retail locations or other warehouses. Warehouse/distribution centers are fifty thousand (50,000) square-feet or more in gross floor area or contain six (6) or more truck docks or dock high loading doors. They are characterized by dock high loading doors and could be on opposing sides of the building (cross dock facility); may include grade-level loading doors; interior clear heights a minimum of 28 to 36 feet to ceiling for the warehousing floor area; significant movement and storage of products, materials, or equipment; may include receiving, sorting, re-packaging, and/or re-distribution; truck activities frequently outside of the peak hour of the adjacent street system; and need freeway access. This definition excludes facilities owned and operated by a government agency or any public or private utilities. Warehousing and distribution facilities include, but are not limited to, the following types of uses:

- Warehousing distribution/high cube distribution centers
- Parcel delivery terminals or truck terminals
- Parcel sorting and distribution facilities

- Package allocation for delivery drivers or independent delivery contractors
- Parcel hub or high cube fulfillment center
- Freight yards or forwarding terminals
- Moving agencies
- Shipping/receiving yards

B. *Warehousing, ancillary,* means the use of a portion of a building for the related storage of goods of any type by one or two businesses and used for the sale or distribution of those goods directly to their customers. A manufacturing, assembly, service commercial, or other type of commercial or industrial use (i.e., primary use) manufactures and/or stores and distributes the goods or components that are produced or contained on-site, and therefore includes the related storage of those goods or items. Ancillary storage or warehousing is subordinate and incidental to the primary land use (e.g., manufacturing, assembly, service commercial, or other type of primary commercial or industrial use). Ancillary storage or warehousing may include ground level loading doors on one or more sides of the building, or not more than five (5) dock high loading doors on one side of the building only.

18.156.910: APPLICABILITY:

The provisions of this section shall apply to the following types of development projects:

A. New warehouse development projects that meet one of the following criteria (note: excludes government agency facilities and public or private utility facilities).

   1) Gross floor area of fifty thousand (50,000) square-feet or more; or,
   2) A structure with six (6) or more truck docks or dock high loading doors (does not include grade-level loading doors or loading spaces).

B. Development or redevelopment projects for existing or proposed warehouse facilities involving demolition, reconstruction, repairing, or rebuilding that exceed fifty percent (50%) of the reasonable replacement value of the existing structure or property.

   1. Estimates for this purpose shall be reviewed and approved by the building official and the Development Services Director, or their respective designees, and shall be based on the minimum cost of construction in compliance with the California Building Code.
   2. For the purpose of this section, "assessed value" shall mean the assessed value of the structure as shown on the County of San Bernardino property assessment roll in effect at the time of the occurrence of the casualty, or at the time the repair and maintenance is first conducted.
   3. Redevelopment of a property and/or building shall include the feasible provisions of Section 18.156.930 through 18.156.960 of this Article, as determined by the Planning Commission (the location requirements of Section 18.156.920 shall not apply to redevelopment projects).

C. Required Compliance. No new warehouse development project shall be constructed, no redevelopment or reconstruction of a property for warehouse use, and no existing warehouse shall be moved, altered, or enlarged, except in accordance with the applicable development standards of this Article.

18.156.920: SITE LOCATION REQUIREMENT:

A. No warehouses shall be located on a project site more than one mile (5,280 feet) from a freeway entrance/exit ramp to the Interstate Freeway System (Interstate 10 and Interstate 210). For purposes of this requirement, the linear distance shall be measured as a radius from a freeway ramp to any part of the subject property.

18.156.930: SCREENING AND BUFFERING REQUIREMENTS:

A. Warehouse developments shall provide a solid decorative wall(s) of at least ten feet (10') in height when abutting any of the following land uses: any residence including private homes, condominiums, apartments, and living quarters; schools and preschools; daycare centers and in-home daycares; hospitals; long-term care facilities; retirement and nursing homes; community centers; places of worship; parks (excluding trails); and dormitories. The exterior treatment of the wall(s) shall be decorative or painted.

B. Unless physically impossible, loading docks and truck entries shall be oriented away from abutting sensitive receptors. To the greatest extent feasible, loading docks, truck entries, and truck drive aisles shall be located away from nearby sensitive receptors. In making feasibility decisions, the City must comply with existing laws and regulations and balance public safety and the site development's potential impacts to nearby sensitive receptors. Therefore, loading docks, truck entries, and drive aisles may be located nearby sensitive receptors at the discretion of the Planning Commission, but any such site design shall include measures designed to minimize overall impacts to nearby sensitive receptors.

C. Trees shall be used as part of the solid screen buffering treatment for any adjacent residential properties or properties with sensitive receptors. Trees used for this purpose shall be evergreen, drought-tolerant, minimum 36-inch box size, and shall be spaced no greater than 40-feet on center. Palm trees shall not be used for screening purposes. The property owner and any successors in interest shall maintain these trees for the duration of ownership ensuring any unhealthy or dead trees are replaced timely as needed.

D. Trees shall be installed in automobile (passenger vehicle) parking areas to provide at least thirty five percent (35%) shade cover of parking areas within fifteen (15) years. This requirement is in addition to the applicable standard design requirements for parking lot landscape and related improvements. Trees shall be planted that are capable of implementing this requirement.

18.156.940: TRAFFIC PATTERNS AND SIGN REQUIREMENTS:

A. Applicants for entitlements shall prepare and submit a Truck Routing Plan demonstrating the most direct route(s) to and from the Interstate Freeway System based on the city's latest Truck Route Map. Routes to or from freeway ramps shall not pass through any residential zones or districts.

B. A traffic impact assessment (TIA) report shall be prepared to evaluate a proposed warehouse project's compliance with the City's Measure U traffic system requirements, and shall include an evaluation of the City's streets and Truck Routes that provide vehicular access to the Interstate Freeway System, including, but not limited to: existing right-of-way width; roadway capacity to handle the proposed quantity of truck trips to be generated by the proposed use (including any road widening that may be necessary); roadway design and improvements to handle the weight and frequency of proposed truck trips; intersection operations to freeway ramps and level of service analysis to include the proposed truck trips; truck turn radii at intersections; and other operational elements of the City's street network to serve the proposed use. The TIA may be prepared by a qualified consultant selected and directed by the City (and all consultant costs to be reimbursed by the applicant), or by a qualified traffic consultant selected by the applicant (and all work subject to the direction, review, and approval by the City).

C. Entry gates into the loading dock/truck court area with more than 20 loading docks shall be positioned after a minimum of 140 feet of total available stacking depth inside the property line (or alternatively, if 140 feet of depth is not feasible due to site constraints, then provide 70 feet of available stacking depth for two trucks side-by-side as an alternative design). The stacking distance shall be increased by 70 feet for every 20 loading docks beyond 50 docks. Queuing, or circling of vehicles, on public streets immediately pre- or post-entry to an industrial commerce facility is strictly prohibited unless queuing occurs in a deceleration lane or right turn lane exclusively serving the facility.

D. Prior to entitlement approval, applicants shall submit to the City, and obtain approval of, all turning templates to verify adequate truck turning movements at entrance and exit driveways as well as street intersections adjacent to industrial buildings. Unless not physically possible, truck entries shall be located on Collector streets or streets of a higher commercial classification, and vehicle entries shall be designed to prevent truck access on streets that are not Collector Streets (or streets of a higher commercial classification), including but not limited to by limiting the width of vehicle entries.

E. Anti-idling signs indicating a five (5) minute restriction on engine idling for diesel trucks shall be posted at warehouses and industrial commerce facilities along entrances to the site and within the dock areas and shall be strictly enforced by the facility operator (13 CCR § 2480).

F. Signs shall be installed at all truck exit driveways directing truck drivers to the truck route as indicated in the Truck Routing Plan to be routed to the Interstate

Freeway System.

G. Signs and drive aisle pavement markings shall clearly identify the onsite circulation pattern to minimize unnecessary on-site vehicular travel.

H. Facility operators shall post signs in prominent locations inside and outside of the building indicating that off-site parking for any Medium Heavy-Duty trucks, Heavy Heavy-Duty trucks, truck trailers or cabs, and other operations-related vehicles is strictly prohibited. City may require facility operator to post signs on adjacent and nearby surface or residential streets indicating that off-site truck parking is prohibited by City ordinance.

I. All signs under this Section shall be legible, durable, and weather-proof.

18.156.950: SUSTAINABLE ENERGY:

A. A minimum of ninety percent (90%) of the on-site motorized operational equipment shall be zero emission (ZE).

B. All warehouse building roofs shall install photovoltaic (PV) solar collector system or other form of on-site renewable energy, provided such renewable energy source is recognized by the State of California as a renewable resource under the Renewable Portfolio Standard Program. The renewable energy system shall be metered separately from the nonrenewable metered power usage of the building (if not in conflict with other applicable regulations). The renewable energy system shall be built to generate an amount of electricity sufficient to meet the following criteria:

1. Annualized building demand based on the approved use or, if no use is proposed, then the demand for the most energy intensive use that could occupy the building; and

2. Annualized demand required to charge fully electric vehicles and trucks, assuming that all vehicles and trucks to the site are fully electric; and

3. A reasonable rate of efficiency loss over ten years.

Note: Electricity demand that exceeds the generation capacity of the on-site renewable energy system may be obtained from off-site energy sources or suppliers.

C. The warehouse building's rooftop that is not covered with solar panels or other utilities shall be constructed with light colored roofing material with a solar reflective index (SRI) in accordance with current California Energy Code regulations. This material shall be the minimum solar reflective rating of the roof material for the life of the building.

D. The on-site passenger vehicle parking shall include electric vehicle (EV) ready parking spaces in accordance with current requirements of the California Building Code, and at least fifty percent (50%) of the required EV parking spaces shall be equipped with working Level 2 Quick Charge EV charging stations installed and operational, prior to building occupancy. Signage shall be installed indicating EV charging stations and specifying that spaces are reserved for clean air/EV vehicles. Unless superior technology is developed that would replace the EV charging units, facility operator and any successors in interest shall be responsible for maintaining the EV charging stations in working order for the life of the facility.

E. Unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide chilled, cooled, or freezer warehouse space, a conduit shall be installed during construction of the building shell from the electrical room to all (100%) of the loading dock doors that have potential to serve the refrigerated space. When tenant improvement building permits are issued for any refrigerated warehouse space, electric plug-in units shall be installed at every dock door servicing the refrigerated space to allow transport refrigeration units (TRUs) to plug in. Truck operators with TRUs shall be required to utilize electric plug-in units when at loading docks.

18.156.960: OPERATION AND CONSTRUCTION:

A. Cool surface treatments shall be added to all drive aisles and parking areas, or such areas shall be constructed with a solar-reflective cool pavement such as concrete. Solar collectors may be installed on support structures that provide shade over parking areas to achieve minimum requirements.

B. To ensure that warehouse electrical rooms are sufficiently sized to accommodate the potential need for additional electrical panels, either a secondary electrical room shall be provided in the building, or the primary electrical room shall be sized twenty-five percent (25%) larger than is required to satisfy the service requirements of the building or the electrical gear shall be installed with the initial construction with 25% excess demand capacity.

C. All exterior light fixtures (including but not limited to parking lot lighting, wall fixtures, roof fixtures, light poles, etc.) visible from public right-of-way or abutting properties shall have shielding affixed to contain illumination within the subject property and prevent light trespass and glare overspill.

D. The facility operator shall be required to perform regular maintenance of building structures, landscaping, and paved surfaces to ensure good physical condition and appearance.

E. For any sites with warehouses that are abutting or adjacent to any residential properties or properties containing sensitive receptors, any outdoor storage of

materials, high-pile storage, or any other manner of storage or staging shall not exceed the height of the perimeter wall.

F. Additional operating conditions may be enacted for an individual Warehouse project pursuant to a Conditional Use Permit (RMC Chapter 18.192) for the purpose of avoiding or reducing potential off-site nuisance effects of the warehouse facility (including but not limited to traffic, parking, noise, vibration, air quality emissions, etc.) on nearby sensitive receptors or residential districts, or to protect the public health, safety, or general welfare."

SECTION 3. Redlands Municipal Code Section 18.100.040, entitled "Permitted Uses," is hereby amended to read as follows:

"Principal permitted uses in the C-M zone include:

A. Auto services: No open service bays shall face a public street, or they shall be screened:

Brake relining.
Glass installation.
Muffler installation.
Painting.
Repair.
Upholstery.

B. Commercial sales and service:

Agricultural supplies and equipment.
Automobile equipment.
Automobile, new and used.
Bicycle, boat and motorcycle.
Building material and hardware.
Cabinet shop.
Camper and mobilehome.
Drive-in stores, such as milk and food, no alcohol beverage sales.
Electrical apparatus and equipment.
Furniture, appliances and carpeting.
Garden and farm supplies.
Interior decorator studios.
Machinery, equipment and supplies.
Nurseries; no outdoor display of merchandise other than plants.
Office equipment.
Paint.
Pet and pet supply.
Plumbing, heating, air conditioning and refrigeration equipment and supplies.
Radio, television and musical instruments.

C. Industrial:

Uses permitted in the M-P planned industrial district.
Recreation and entertainment: The following uses are subject to approval of a conditional use permit if within three hundred feet (300') of a residential area.
Bowling lanes, skating rinks, and sports arenas, no alcohol beverage sales.
Drive-in theaters.

D. Services:

Auction houses.
Auto rental.
Bus terminals and similar transit facilities.
Cleaning and dyeing plants, laundries, linen and towel service.
Furniture upholstery.
Governmental agencies.
Ice manufacture, cold storage, and frozen food lockers.
Mail order houses.
Motels and hotels.
Parcel delivery.
Pest control.
Public scales.
Radio and television broadcasting studios.
Restaurants.
Retreading of tires.
Sign painters.

E. Other uses:

Agricultural uses permitted in the M-P district.
Business, technical, trade or professional schools.
Clubs, lodges, and similar organizations.
Electric distribution substations, public utility buildings and service yards.
Van and storage; self-storage or mini-storage facilities.
~~Warehouses and wholesalers.~~
Warehousing, ancillary to another primary use (see RMC Chapter 18.156, Article XII).
Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.
Wholesalers.

SECTION 4. Redlands Municipal Code Section 18.100.070, entitled "Conditional Uses," is hereby amended to read as follows:

"18.100.070: CONDITIONAL USES:

The following uses may be permitted in the C-M zone subject to approval of a conditional use permit:

Uses listed in chapter 18.192 of this title.
Ambulance service.
Animal hospitals.

Bowling lanes, skating rinks, and sports arenas, with alcohol beverage sales.
Cocktail lounges and bars.
Drive-in stores, such as milk and food, with alcohol beverage sales.
Equipment rental.
Radio and television transmitter towers higher than fifty feet (50') above ground level.
Regional shopping center containing at least one department store and a minimum gross land area of thirty five (35) acres; uses permitted shall be limited to those contained in the C-3 zone.
Retail store containing a minimum gross leasable area of seventy five thousand (75,000) square feet, subject to the parking requirements for neighborhood commercial districts.
Service stations.
Warehouses and logistics distribution centers, in accordance with chapter 18.156 of this title."

SECTION 5. Redlands Municipal Code Section 18.108.030, entitled "Permitted and Accessory Uses is hereby amended to read as follows:

"In the M-1 zone, principal permitted uses shall be as follows:

A. Uses permitted in the M-P, planned industrial district.

B. Accessory uses:

Commercial sales and service incidental to a principal permitted use.
Employee recreational facilities and play areas.
Storage buildings incidental to a permitted use.
Superintendent or caretaker dwelling. One dwelling unit on the same parcel of land as a permitted use needing continual supervision, to be occupied exclusively by a superintendent or a caretaker and his family.
Other accessory uses and buildings customarily appurtenant to a permitted use.

C. Manufacturing:

Manufacture and assembly of electrical equipment and supplies, such as coils, condensers, lamps, switches, wire and cable assembly.

Manufacture of ceramic products, such as pottery, figurines and small glazed tile, utilizing only previously pulverized clay, and provided that kilns are fired only by electricity or gas.

Manufacture of cutlery, hardware, hand tools and kitchen utensils.

Manufacture, processing or treatment of products other than those which may be obnoxious or offensive by reason of emission of odor, dust, smoke, gas, noise, vibration or hazard.

Manufacturing, assembling, compounding, packaging and processing of articles or products from the following previously prepared materials: asbestos, bristles, bone, feathers, hair, horns, leather, metal, paints (excluding any boiling process), paper, textiles.

Manufacturing, compounding, processing, canning or packaging of products such as bakery goods, candy and soft drinks, dairy products, food products (excluding fish and meat products, sauerkraut, vinegar, yeast, and the rendering or refining of fats and oils).

Mattress manufacture, repair, rebuildings and recovering.

D. Other uses:

Agricultural supplies and equipment, sales and service.
Agricultural uses, but excluding dairies, stockyards, slaughter of animals, and manufacture of fertilizer.
Automobile accessory and parts sales.
Automobile repair services; no open service bays shall face a public street, or they shall be screened.
Automobile sales, new and used.
Barbershops.
Boat, mobilehome and camper sales and services.
Building material and hardware sales.
Catering services.
Cleaning and dyeing plants, laundries, linen and towel service.
Creameries.
Electric distribution substations, electric transmission substations, and public utility buildings and service yards.
Furniture upholstery.
Ice manufacture and storage, frozen food lockers, and cold storage plants.
Lumberyards (no planing mills).

E. Machine shops and such uses as the following:

Anodizing shops.
Blacksmith shops.
Cabinet or carpenter shops.
Die and pattern making shops.
Electroplating shops.
Grinding shops.
Metal engraving shops.
Metal finishing and plating shops.
Polishing shops.
Sheet metal shops.
Tinsmith shops.
Welding shops.
~~Parcel delivery service.~~
Parking lots, commercial.
Petroleum bulk plants.
Plumbing, heating or electrical shops.
Real estate, business and professional offices.
Repair and fix-it shops.
Repair garages, body and fender works and auto painting, providing all work is

conducted within a completely enclosed structure.
Retreading and recapping of tires.
Service stations.
Sign painters.
Taxidermy shops.
Tree surgeons.
Volume sales outlets, such as furniture, appliances and carpeting.
~~Warehouses and wholesaling.~~
Warehousing, ancillary to another primary use (see RMC Chapter 18.156, Article XII).
Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.
Wholesaling.

SECTION 6. Redlands Municipal Code Section 18.108.050, entitled "Conditional Uses," is hereby amended to read as follows:

"The following uses may be permitted in the M-1 zone subject to approval of a conditional use permit:

Animal and pet hospitals, kennels and animal pounds.
Automobile wash, mechanical or self-service.
Building materials storage yards.
Business, technical, trade or professional schools.
Commercial recreation such as bowling lanes and skating rinks.
Contractors' storage yards.
Equipment rentals.
Feed and fuel yards.
Motels.
Outdoor vehicle storage and holding lot, with no dismantling or wrecking permitted.
Restaurants.
Warehouses and logistics distribution centers, in accordance with chapter 18.156 of this title."

SECTION 7. Redlands Municipal Code Section 18.112.030, entitled "Permitted and Accessory Uses," is hereby amended to read as follows:

"Principal permitted uses in the I-P zone include:

A. Accessory uses:

Commercial sales and service incidental to a principal permitted use.
Employee recreational facilities and play areas.
One dwelling unit on the same parcel of land as a permitted use needing continual supervision, to be occupied exclusively by a superintendent or a caretaker and his family.
Storage buildings incidental to a permitted use.
Other accessory uses and buildings customarily appurtenant to a permitted use.

B. Manufacturing:

Machine tool manufacture, including metal lathes, presses and stamping machines, and woodworking machines.

Machinery manufacture, including electrical, agricultural, construction, mining, air conditioning equipment, dishwashers, dryers, furnaces, heaters, stoves and washing machines.

Manufacture of chemicals and chemical products, except those requiring a conditional use permit.

Manufacture of food products, including such processes as cooking, roasting, refining and extraction involved in the preparation of such products as cereal, chocolate, cider, coffee, glucose, rice, flour, feed and grain, vegetable oils and yeast; but not including fish or meat products.

Manufacturing and processing of the following, conducted in an enclosed building, except that any outdoor manufacturing or processing operation in this group of uses shall be subject to approval of a conditional use permit:

Abrasives.
Aircraft and aircraft accessories.
Aluminum products.
Asbestos.
Automobiles, trucks and trailers.
Automotive accessories and parts.
Boats.
Candles.
Canvas.
Carpets and rugs.
Cellophane.
Cloth.
Composition wallboard.
Cork.
Felt.
Fiber.
Fur.
Glass, but excluding blast furnaces.
Glazed tile.
Hemp products.
Ink.
Jute products.
Leather.
Linter.
Metal foil.
Metal products.
Missiles and missile components, excluding explosive fuels.
Motors and generators.
Paper.

Plastics.
Porcelain products.
Pulp goods.
Putty.
Railroad equipment.
Rubber products.
Sisal products.
Starch and dextrine.
Structural steel products.
Textiles.
Tile.
Wire and wire products.
Yarns.

Metal fabricating, heat treating, pickling and stamping.

Transit and transportation terminals, repair and storage facilities.

C. Services:

Blueprinting, photocopying and film processing.
Business and research offices related to the administration and operation of the permitted industrial uses.
Electrical distribution substations, electrical transmission substations, public utility service yards and steam electric generating stations.
Laboratories.
Lumberyards.
Newspaper publishing.
Off street parking.
Offices, business and professional.
~~Parcel delivery.~~
Petroleum bulk plants.
Printing, lithographing, publishing.
Public buildings.
Public utility offices.
Radio and television broadcasting.
Restaurants operated for employees on the premises.
Trade union halls.
~~Warehouses and wholesaling.~~
Warehousing, ancillary to another primary use (see RMC Chapter 18.156, Article XII).
Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.
Wholesaling."

SECTION 8. Redlands Municipal Code Section 18.112.050, entitled "Conditional Uses," is hereby amended to read as follows:

"The following uses may be permitted subject to approval of a conditional use permit:

A. Heliports.

B. Manufacturing of:

Acetylene.
Ammonia.
Aniline dyes.
Bleaching powder.
Breweries, distilleries and wineries.
Bronze, babbitt metal and similar alloys.
Carbide.
Carbolic, hydrochloric, picric and sulfuric acid.
Caustic soda.
Cellulose and celluloid.
Chlorine.
Coal, coke or coal tar products.
Exterminating agents.
Film.
Gas.
Lacquer, shellac, turpentine, varnish or calcimine (Kalsomine).
Linoleum or oilcloth.
Matches.
Nitrating of cotton and other materials.
Phenol.
Potash.
Pyroxylin.
Rubber (natural or synthetic).
Soap, tallow, grease and lard.
Radio transmitter towers higher than fifty feet (50') above ground level.

C. Storage of:

Oil or gas in amounts of two thousand five hundred (2,500) barrels or more.
Oil or gas within three hundred feet (300') of any residential zone, school or park.
Recreational vehicles and boats.

D. Warehouses and logistics distribution centers, in accordance with chapter 18.156 of this title."

SECTION 9. Redlands Municipal Code Section 18.116.030, entitled "Permitted Uses," is hereby amended to read as follows:

"Principal permitted uses in the M-2 zone include:

A. Uses permitted in the M-1 industrial zone.

B. Contractors' yards and shops, including building, masonry, painting, concrete, electrical, plumbing, refrigeration, roofing, heating and air conditioning.

C. Electrical distribution substations, electrical transmission substations, nonnuclear electric

generating stations, and public utility buildings, office, and service yards, and steam electric generating stations.

D. Food products manufacture, including such processes as cooking, roasting, refining and extraction involved in the preparation of such products as cereal, chocolate, cider, coffee, glucose, rice, flour, feed and grain, vegetable oils and yeast; but not including fish or meat products.

E. Lumberyards, lumber processing and woodworking, including planing mills, plywood, veneering, wood preserving and laminating.

F. Machine tool manufacture, including metal lathes, presses and stamping machines, and woodworking machines.

G. Machinery manufacture, including electrical, agricultural, construction, mining, air conditioning equipment, dishwashers, dryers, furnaces, heaters, stoves and washing machines.

H. Manufacture of chemicals and chemical products, except those requiring a conditional use permit.

I. Manufacture, storage, reconditioning and exchange of such items as cans, containers, boxes, barrels, bottles and bags.

J. Manufacturing and processing of the following, conducted in an enclosed building, except that any outdoor manufacturing or processing operation in this group of uses shall be subject to approval of a conditional use permit:

Abrasives.
Aircraft and aircraft accessories.
Aluminum products.
Asbestos.
Automobiles, trucks and trailers.
Automotive accessories and parts.
Boats.
Bricks.
Burial vaults and caskets.
Candles.
Canvas.
Carpets and rugs.
Cement products.
Chalk.
Clay pipe and clay products.
Composition wallboard.
Glass, but excluding blast furnaces.
Glazed tile.
Graphite and graphite products.
Hemp products.
Ink.

Jute products.
Linter.
Metal foil.
Metal products.
Missiles and missile components, excluding explosive fuels.
Motors and generators.
Paraffin products.
Plastics.
Porcelain products.
Pulp goods.
Pumice.
Putty.
Railroad equipment.
Rubber products.
Sand and lime products.
Sisal products.
Starch and dextrine.
Steel products.
Stone products.
Structural steel products.
Tile.
Wire and wire products.

K. Metal fabricating, heat treating, pickling and stamping.

L. Storage facilities, except those requiring a conditional use permit.

~~Transit and transportation terminals, repair and storage facilities.~~

M. Warehousing, ancillary to another primary use (see RMC Chapter 18.156, Article XII).

N. Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors."

SECTION 10. Redlands Municipal Code Section 18.116.050, entitled "Conditional Uses," is hereby amended to read as follows:

"In the M-2 zone, the following uses may be permitted subject to approval of a conditional use permit:

A. Airports, heliports and landing strips.

B. Animal, food or beverage processing of the following kinds:

Breweries, distilleries and wineries.
Meat or fish products packing, canning or processing.
Vinegar, yeast and sauerkraut.

C. Asphalt, concrete and earth products activities of the following kinds:

Asphalt batching plants.
Concrete mixing and batching plants.
Rock crushing plants and aggregate dryers.
Sandblasting plants.
Butane service and filling stations.

D. Commercial and service type uses which the commission, after study and deliberation, finds are needed to serve the M-2 district, and which will not interfere with the orderly development of the industrial area, and which will be compatible with industrial uses.

E. Distilling of:

Alcohol.
Bones.
Coal.
Coal tar.
Coke.
Wood.
Heavy metal works of the following kinds:
Blast furnaces.
Boiler works.
Drop forge industries.
Drop hammers.
Forges, foundries and forging works.
Metal and metal ore reduction or smelting.
Rolling mills.

F. Manufacturing of:

Acetylene.
Ammonia.
Aniline dyes.
Asphalt or asphalt products.
Bleaching powder.
Bronze, babbitt metal and similar alloys.
Carbide.
Carbolic, hydrochloric, picric and sulfuric acid.
Caustic soda.
Cellophane.
Cellulose and celluloid.
Cement, lime, gypsum or plaster of Paris.
Charcoal, lampblack or fuel briquettes.
Chlorine.
Coal, coke or coal tar products.
Creosote.
Exterminating agents.
Fertilizer.
Film.

Gas.
Lacquer, shellac, turpentine, varnish or calcimine (kalsomine).
Linoleum or oilcloth.
Matches.
Nitrating of cotton and other materials.
Phenol.
Potash.
Pyroxylin.
Rubber (natural or synthetic).
Soap, tallow, grease and lard.
Radio transmitter towers, higher than fifty feet (50') above ground level.

G. Refining of:

Fats and oils.
Metals and metal ores.
Petroleum and petroleum products.
Sugar.
Salvage, wrecking and disposal activities of the following kind:
Automobile wrecking and salvage.
Building wrecking and salvage.
Dumps, including garbage and trash disposal.
Industrial waste material salvage, waste metal, rag, clothing, glass and paper salvage operations.
Sewer farm or sewage disposal plants.

H. Storage of:

Automobiles and other vehicles purchased for wrecking operations.
Fertilizer or manure.
House movers' equipment and buildings moved from other locations.
Oil or gas in amounts of two thousand five hundred (2,500) barrels or more.
Oil or gas within three hundred feet (300') of any residential zone, school or park.
Sand, gravel, rock or decomposed granite in amounts of two thousand (2,000) tons or more.
Used building materials or secondhand buildings.

I. Warehouses and logistics distribution centers, in accordance with chapter 18.156 of this title."

SECTION 11. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the _____ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **M. 3.**

DATE: 04/04/2023

TO: The Successor Agency Board of Directors

SUBJECT: Approve minutes of the regular meeting of March 7, 2023 (Secretary Donaldson)

MOTION:

I move to approve the regular meeting minutes of March 7, 2023.

Attachments

Regular meeting minutes of March 7, 2023

MINUTES

Regular meetings of the City Council and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on March 7, 2023 at 5:00 P.M.

Present: Eddie Tejeda, Mayor
Paul Barich, Mayor Pro Tempore
Denise Davis, Council Member
Jenna Guzman-Lowery, Council Member
Mario Saucedo, Council Member

Staff: Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Interim Police Chief

Mayor Tejeda called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline, and he offered the public an opportunity to provide comment on any item on the agenda for the closed session. City Attorney Abich Garcia announced Item A-1 should be removed from the agenda because Council Member Saucedo was able to attend the meeting in person tonight instead of attending remotely under AB 2449 "Just Cause".

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1) (City Attorney Garcia)

a. Allen v. City of Redlands, San Bernardino Superior Court, Case No. CIVDS1908766

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Guzman-Lowery. The pledge of allegiance to the American flag was presented by Mentone Elementary School students.

City Attorney Abich Garcia announced that Council Member Saucedo had planned to attend the meeting remotely under the AB 2449 "Just Cause", but due to a change in plans, he attended the meeting in person.

CLOSED SESSION REPORT

City Attorney Abich Garcia announced that no reportable action was taken during the closed session.

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Animal Services Officer Kaitlyn Giroux introduced "Iris", a two-year-old female Siberian Husky mix, who is available for adoption, along with thirty-eight other dogs and eight cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been fifteen dogs and seven cats adopted in February 2023.

PUBLIC COMMENT

No Parking Signs & Morning Market - Dennis Bell wondered who authorized non-city personnel to post "no parking" signs related to the Run Through Redlands event, and he was disappointed with the attendance for the Morning Market reintroduction held last Saturday.

Teamsters Support - Fourteen City employees including, Eric Breazil, Steven Lujan, Phillip Buyak, Lawrence Amardor, Dave Gianinni, Gabriel Jimenez, Jonathan Martinez, Jared Adams, Nick Quintana, Miguel Gomez, Samantha Bortoli, Gabriel Cortez, Elizabeth Wright and Shannon Simmers briefly introduced themselves to the City Council, explaining they proudly represented the Teamsters Local 1932 Redlands Chapter. Council Members expressed their appreciation and support of all the City Teamsters and what they do for this community.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the regular meeting minutes of February 21, 2023, and the special meeting minutes of February 22, 2023.

Vote: 5 - 0 Passed

Proclamation Women's History Month

Mayor Tejeda introduced the Proclamation declaring the month of March 2023 as Women's History Month and each Council Member provided their strong support of this important event. As public comment, Peter Hall and Joshua David Hall voiced opposition to the proclamation, suggesting that to be fair, the City should declare a Men's History Month, and they said that society was trying to erase gender, so they weren't clear who the proclamation was celebrating.

On motion of Mayor Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring the month of March 2023 as Women's History Month.

Vote: 5 - 0 Passed

Proclamation Hero of the Arts Award Dave and Robin Maupin

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the issuance of a proclamation honoring Dave and Robin Maupin on their Hero of the Arts Award.

Vote: 5 - 0 Passed

Resolution No. 8446 Statement of Investment Policy

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8446 establishing a Statement of Investment Policy and Rescinding Resolution No. 8309.

Vote: 5 - 0 Passed

Resolution No. 8447 Investment Authority

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8447 delegating investment authority to the City Treasurer pursuant to Government Code Section 53607.

Vote: 5 - 0 Passed

Amending Michael Baker International Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the Third Amendment to the Professional Services Agreement with Michael Baker International, Inc. increasing the existing agreement from $299,990 by $100,000 for a total aggregate amount not-to-exceed $399,990 for professional planning, environmental, and development review services, extending the end-term of the agreement from March 31, 2023, to June 30, 2024; and approved an additional appropriation in the amount of $50,000.

Vote: 5 - 0 Passed

Resolution No. 8444 Street Vacation No. 182

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8444 for Street Vacation No. 182, for summary vacation of excess public alley right-of-way that is 15 feet wide and approximately 354 feet in length located adjacent to 26849 Barton Road and 26863 Ladera Street (APNs: 0293-082-12-0000, 0293-082-13-0000, 0293-082-14-0000, 0293-082-15-0000, and 0293-082-05-0000), (Joseph E. Bonadiman, Applicant). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

Vote: 5 - 0 Passed

Resolution No. 8448 Four-Way Stop Intersection

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8448 establishing a four-way stop intersection to replace the current two-way stop at the Kansas Street/State Street intersection; and determined that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

MOU Salt and Nutrient Management Plan & Feasibility Study

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the Salt and Nutrient Management Plan Memorandum of Understanding and Funding Agreement is exempt from environmental review pursuant to Section 15378 of the state's guidelines implementing the California Environmental Quality Act; approved the Salt and Nutrient Management Plan Memorandum of Understanding and Funding Agreement with San Bernardino Valley Municipal Water District, East Valley Water District, and San Bernardino Municipal Water Department; appointed the City Manager or his designee as the City's representative; and approved an additional appropriation in an amount not-to-exceed $117,000 for this project.

Vote: 5 - 0 Passed

Omnitrans Pass Distributor Sales Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the Pass Distributor Sales Agreement with Omnitrans for the distribution of transit passes to senior citizens is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the Pass Distributor Sales Agreement with Omnitrans for the distribution of transit passes to senior citizens.

Vote: 5 - 0 Passed

Request to Consume Alcohol at Israel Beal Park

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the request for the consumption of alcoholic beverages within a City park during Kobi Fletcher's Wedding is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the request for the consumption of alcoholic beverages at Kobi Fletcher's Wedding to be held on March 17, 2023.

Vote: 5 - 0 Passed

Police Vehicle Equipment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously authorized, by roll call vote, the sole source purchase of equipment from West Coast Lights and Sirens to outfit 25 police vehicles for an amount not to exceed $177,046.80.

Vote: 5 - 0 Passed

Art Piece Donation

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously authorized, by roll call vote, to accept the donation of the painted steel art piece *Peloton Takes the Curve*, from and by artist Kathleen King-Page; and directed staff to install the sculpture in Simonds Parkway.

Vote: 5 - 0 Passed

COMMUNICATIONS

Municipal Utilities/Public Works Commission Annual Report

Commissioner Adekunle Ojo presented the Annual Report of the Municipal Utilities/Public Works Commission, adding it was a very busy year for the Commission. Accomplishments included project review of Pavement Management Program, WWTP Improvement – Phase 1B Completed, Water Systems & Wastewater System Master Plan Updates, Groundwater Well & Booster Pump Rehabilitation, Waterline Replacement, Wastewater Replacement & Slip-Lining, Water System SCADA Expansion, Citywide Water Meter Replacement and Sidewalk/ADA Ramp Replacement. He highlighted a few of the goals planned for next year, including, Transition to WWTP Improvement Project – Phase 2, Implement Utility Planning Document Project recommendations and continued review of Groundwater Well Rehabilitation Project.

Cultural Arts Commission Annual Report

Vice Chair Daniel Gohman provided the Annual Report of the Cultural Arts Commission, reviewing the Commission's Mission and Initiatives, which included efforts to promote public interest in the Arts, recommending new art programs, recommending policies to encourage, develop, and support the Arts in Redlands and advising the Council on the City's Art in Public Places program. Art initiatives and special projects include murals, public art, Art on Loan program, public & private developments, meetings with the planning, parks and recreation commissions, collaborating with local non-profits to increase cultural arts in Redlands, presentation to Redlands Art Association and collaborating with RUSD and Redlands University. One project under consideration was to establish an art gallery at the new City Hall to increase access to the arts, and he said the Commission desired to increase the number of murals located on the north side of town to promote a deeper sense of community.

Parks and Recreation Advisory Commission Annual Report

Commissioner Justin Weekley presented the Annual Report of the Parks and Recreation Advisory Commission, highlighting activities and accomplishments for the year. These included a thorough review and reimagining of the Morning Market program, continued oversight of the Joslyn Senior Center Rehabilitation project, field allocations for spring and fall and onsite park tours to develop a list of recommendations for improving the parks. Looking ahead, he said the Commission was exploring installing a BMX pump track, considering adding murals within the Community Center and was excited to work with the Cultural Arts Commission to develop a mural project at the skate park.

Resolution No. 8451 City Council Dress Standards

Mayor Tejeda opened the discussion regarding Resolution No. 8451, relating to the dress standards for City Council and explained that currently there were no formal policies or regulations governing attire. City Attorney Abich Garcia clarified the decision to establish standards was within the Council's discretion to approve, but she added that standards can be difficult to enforce. As public comment, Rudi Whitmore and Jenn Kim were opposed to establishing a dress code, thought it unnecessary and stated that what an elected official chooses to wear has no bearing on their leadership abilities. Dennis Bell said this discussion was a waste of the Council's time. Kenneth Ford pointed out that what people wear can play a role in how they are perceived by others. A lengthy dialogue provided an opportunity for Council Members to offer their thoughts and perspectives concerning dress standards in general and it was agreed there was no need to take action on this matter. They determined that what each one chose to wear was completely their own decision.

On motion of Mayor Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously agreed, by roll call vote, to take no action on Resolution No. 8451 related to the Dress Standards for City Council.

Vote: 5 - 0 Passed

NEW BUSINESS

Ordinance No. 2956 Non-Electric Vehicle Parking Prohibitions

Interim Chief Tolber reviewed Ordinance No. 2956 adding Chapter 10.70 to the Redlands Municipal Code to Prohibit Non-Electric Vehicles from Parking in Designated Electric Vehicle Charging Spots. Since the opening of the parking garage located at 250 W. Stuart Avenue, there has been an increasing problem with non-electric vehicles parking in designated charging spaces for electric vehicles. The City does not currently have a municipal code to enforce this issue, and with the increase in electric vehicle charging stations, it is necessary to have a municipal code that can be used to enforce this violation. As public comment, Andrew Hartzell supported the new regulations.

On motion of Mayor Eddie Tejeda, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously introduced, by roll call vote, Ordinance No. 2956 adding Chapter 10.70 to the Redlands Municipal Code to prohibit non-electric vehicles from parking in designated electric vehicle charging spots.

Vote: 5 - 0 Passed

Redlands Animal Shelter Response to Grand Jury Report

Assistant City Manager Boatman provided background of the City's written response to the findings and recommendations included in the County of San Bernardino's Civil Grand Jury Report issued on December 16, 2022, regarding the Redlands Animal Shelter. In 2022, the San Bernardino Civil Grand Jury initiated an investigation of the Redlands Animal Shelter and as part of their investigation, Grand Jury members visited the Animal Shelter on July 1, 2022, and August 12, 2022. On December 16, 2022, the San Bernardino Civil Grand Jury issued its report regarding the Redlands Animal Shelter. The City is required to submit a written response, approved by City Council at a public meeting, within 90 days, with the final submission due by March 16, 2023.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the written response to the County of San Bernardino's Civil Grand Jury Report issued on December 16, 2022, regarding the Redlands Animal Shelter; authorized the Mayor and City Manager to execute the response; and directed staff to submit by March 16, 2023, as required by Penal Code Section 933.05.

Vote: 5 - 0 Passed

Lugonia Citrus Grove Replanting

Assistant City Manager Boatman detailed an Agreement with Mariposa Landscapes, Inc. for an irrigation system installation, and replanting of Lugonia Citrus Grove and the removal of the existing citrus trees with Washburn Grove Management and a purchase order with Gless Ranch Nursery for the purchase of 2,500 Washington Navel orange trees. The Redlands Fire Department identified one acre of Lugonia Grove as an ideal location for a future Fire Station located at the corner of Lugonia Avenue and Judson Street, as a way to reduce response times. The Citrus Preservation Commission recommended reserving approximately 1 acre of Lugonia

Grove for use as a future fire station site and in exchange, the city would identify 1 acre within existing grove properties to supplant the lost acreage. Council Member Saucedo supported the proposal to locate a future fire station in this area, and he and Mayor Tejeda stressed the importance of informing the neighborhood and the general public so they will fully understand the timing of the project.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that the project is categorically exempt from environmental review in accordance with Section 15304 of the State's guidelines implementing the California Environmental Quality Act; approved an Agreement with Mariposa Landscapes, Inc. for the installation of a new irrigation system and replanting of Lugonia Citrus Grove for an amount not to exceed $105,100; approved a sole source purchase order with Washburn Grove Management for the removal of the existing citrus trees at Lugonia Grove for an amount not to exceed $59,400; approved a sole source purchase order with Gless Ranch Nursery for the purchase of 2,500 Washington Navel orange trees for an amount not to exceed $42,500; and approved the additional appropriation and re-allocation of funds from the Agricultural Open Space-Acquisition/Conservation Easement category of the Nevada Palmetto Grove sale proceeds in the amount of $227,700.

Vote: 5 - 0 Passed

Contract Award Prospect Park Lighting Upgrades Project

Assistant City Manager Boatman discussed the Public Works Contract with VT Electric, Inc. for an amount not-to-exceed $471,975 for the Prospect Park Lighting Upgrades Project. The Friends of Prospect Park (FOPP) generously provided funding for this project through a monetary donation to the City in the amount of $363,000. The FOPP stated, "this project will replace the existing obsolete and inoperable lighting with a modern energy-efficient lighting system. The new system will substantially enhance the safety of the park and will greatly enhance the aesthetic of the park while saving the city approximately 30% of the current operating costs". As public comment, Andrew Hartzell, of FOPP, was pleased to deliver a check to the City in the amount of $363,000 that is earmarked for the improvements. Richard O'Donnell thought that Measure T funds should be utilized to fund the project and not the FOPP donation. He said the donation would be better suited for park enhancements and not basic infrastructure needs.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, that approval of the public works contract with VT Electric, Inc. for the Prospect Park Lighting Upgrades Project is exempt from environmental review pursuant to Section 15303(d) of the State's guidelines implementing the California Environmental Quality Act; accepted the monetary donation in the amount of $363,000 from the Friends of Prospect Park for construction of the project and approved an additional appropriation of the same; designated $156,172.50 from the Unappropriated Funds within the Parks and Recreation category of the Nevada Palmetto Grove Proceeds to the Prospect Park Lighting Upgrades Project and appropriated $519,172.50 as detailed in the staff report; and approved an award of the public works construction contract to VT Electric, Inc. in the amount of $471,975.00 for the Prospect Park Lighting Upgrades Project No. FCS11012022JN.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Council Member Saucedo reported he participated in putting together boxes of dry goods and food to help those trapped in the local mountain communities. He stressed the critical need for updating disaster preparedness plans to be better prepared for all emergencies.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:21 P.M. The next regular meeting of the City of Redlands City Council will be held on March 21, 2023.

SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS

Chairman Tejeda called the meeting to order and offered anyone present the opportunity to address the Board on any subject, not already on the agenda, within the jurisdiction of the Successor Agency.

PUBLIC COMMENT

None forthcoming

CONSENT CALENDAR

Minutes

On motion of Board Member Davis, seconded by Chairman Tejeda, the minutes of the regular meeting of February 7, 2023 were unanimously approved by roll call vote.

Vote: 5 - 0 Passed

Resolution No. 493 Delegating Investment Authority

On motion of Board Member Davis, seconded by Chairman Tejeda, Resolution No. 493, delegating investment authority to the City Treasurer pursuant to Government Code Section 53607, was unanimously approved by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 8:22 P.M. The next regular meeting of the Agency will be held on April 4, 2023.