CITY OF REDLANDS

CITY COUNCIL

A G E N D A

June 2, 2026

MARIO SAUCEDO
Mayor
District 3

MARC SHAW
Mayor Pro Tempore
District 4

PAUL BARICH
Council Member
District 5

EDDIE TEJEDA
Council Member
District 2

DENISE DAVIS
Council Member
District 1

JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
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 meeting of the City Council of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

Tuesday, June 2, 2026

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 896 2789 8341,** 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 896 2789 8341**

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 time. 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 PM

A. Call City Council Meeting to Order

B. Public Comment

(Any person wishing to provide public comment on a closed session matter may do so at this time.)

C. Recess City Council Meeting to a Closed Session

1. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
   (City Attorney Abich Garcia)
   One Case:

   a. Holzer v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2322787

2. Conference with labor negotiator - Government Code §54957.6
   (Assistant City Manager McConnell)

   Agency Negotiators:
   John Bakhit, Jay Trinnaman, Janice McConnell, Jorge Castillo

   Employee Organizations:
   Redlands Association of Department Directors
   Redlands Association of Management Employees
   Redlands Association of Mid-Management Employees
   Redlands Association of Safety Management Employees
   Redlands Association of Fire Management Employees
   Redlands Police Officers Association
   Redlands Professional Firefighters Association
   Redlands Civilian Safety Employees
   Teamsters Local 1932 Redlands Chapter

D. Reconvene City Council Meeting at 6:00 p.m.

E. Invocation by Mayor Saucedo - Pledge of Allegiance

(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.)

F. Closed Session Report

(No reportable action taken in closed session unless otherwise announced by the City Attorney at this time.)

G. Presentations

1. Redlands Pet Adoption
   (Redlands Animal Services)

2. Presentation of Certificate of Recognition to Redlands High School student Jiarui Li for receiving a $50,000 scholarship from Southern California Edison
   (Mayor Saucedo)

3. Presentation of the Juneteenth Proclamation, presented to Dr. Tiara Richardson, Chamber of Commerce Leadership Redlands Program
   (Mayor Saucedo)

4. Presentation of the San Bernardino Valley Demand Management incentive check to the City of Redlands for the water savings achieved through conservation efforts for the Demand Management Incentive Program by San Bernardino Valley's Board President T. Milford Harrison and Chief Executive Officer & General Manager Heather Dyer
(Municipal Utilities and Engineering Director Heredia)

H. Public Comment - City Council

I. 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. Approval of minutes of the special meeting of May 18, 2026
(City Clerk Donaldson)

2. Approval of minutes of the regular meeting of May 19, 2026
(City Clerk Donaldson)

3. Authorize issuance of proclamation declaring June 19, 2026, as Juneteenth
(Mayor Saucedo)

4. Authorize issuance of a proclamation declaring the month of June 2026 LGBTQ+ Pride Month
(Mayor Saucedo)

5. Adopt Resolution No. 8761 calling and giving notice of the holding of a General Municipal Election and requesting the Board of Supervisors of the County of San Bernardino to consolidate said election with the election to be held on Tuesday, November 3, 2026
(City Clerk Donaldson)

6. Adopt Resolution No. 8762 approving regulations pertaining to candidate statements for the General Municipal Election to be held November 3, 2026
(City Clerk Donaldson)

7. Adopt Salary Resolution No. 8792 establishing a Salary Schedule and Compensation Plan for City Employees and rescinding Resolution No. 8749
(Assistant City Manager McConnell)

8. Adopt Resolution No. 8791, Annexation No. 31 declaring intent to annex territory into Community Facilities District 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act
(Development Services Director Reilly)

9. Approve the Professional Services Agreement with Cumming Management Group, Inc., for a Solar Feasibility Study, in an amount not to exceed $95,840; and determination that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines
(Development Services Director Reilly)

10. Adopt Resolution No. 8790 establishing the special tax levy within the City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center)
(Interim Assistant City Manager Garcia)

11. Approve quitclaim deed to release an easement on Assessor's Parcel No. 0176-211-11-0000
(Municipal Utilities and Engineering Director Heredia)

12. Adopt Resolution No. 8784 relating to Senate Bill No. 1 Road Repair and Accountability Act (SB1) Project List and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act
(Municipal Utilities and Engineering Director Heredia)

13. Adopt Resolution No. 8770 - Annual Engineer's Reports Preliminary Approval; and Adopt Resolution No. 8771 - Declaration of Intention to Levy Fiscal Year 2026-27 Street Lighting District No. 1 and Landscape Maintenance District No. 1 Assessments
(Facilities and Community Services Director Crocker)

14. Approve a grant of easement to Southern California Edison over Lot “F” of Tract No. 20528 and determine that granting of an easement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act
(Facilities and Community Services Director Crocker)

15. Approve a Facility Use Agreement with Redlands Theatre Festival for use of the Sewall Theater within Prospect Park and determine that approval of the Agreement with Redlands Theatre Festival is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act
(Facilities and Community Services Director Crocker)

16. Approve a request for in-kind support in the amount of $82,803.92, related to the Redlands Fourth of July event hosted on Saturday, July 4, 2026 by the Redlands Fourth of July Committee, Inc.; revise the previously approved $50,000 City contribution to authorize partial disbursement prior to the event; approve temporary street closures related to the event; authorize sale and consumption of alcoholic beverages at the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act
(Facilities and Community Services Director Crocker)

17. Approve a Public Works Construction Contract to David Ollis Landscape Development, Inc., in an amount not to exceed $128,601.30 to complete the Gateway Refresh Project FCS01132026KG; and determination that approval of the contract is exempt from the California Environmental Quality Act pursuant to Section 15303 of the CEQA Guidelines
(Facilities and Community Services Director Crocker)

J. Communications

1. Discussion and possible action relating to the cancellation of the August 4 and August 18, 2026 regular meetings of the City Council
(Mayor Saucedo)

2. Conference Report - 2026 City County Conference of the San Bernardino County Transit Authority (SBCTA)
(Mayor Saucedo)

3. Conference Report - 2026 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly
(Council Member Davis)

K. Public Hearings

1. Public Hearing regarding Assembly Bill 2561 Vacancy and Recruitment Report
(Mayor to declare meeting open as a public hearing)
(Assistant City Manager McConnell)

2. Public Hearing to consider Resolution No. 8786 adopting the Water Shortage Contingency Plan
(Mayor to declare meeting open as a public hearing)
(Municipal Utilities and Engineering Director Heredia)

3. Public Hearing to consider Resolution No. 8785 adopting Part 1, Part 2- Chapter 4, Part 3 and Part 4- Appendix D of the 2025 Regional Urban Water Management Plan
(Mayor to declare meeting open as a public hearing)
(Municipal Utilities and Engineering Director Heredia)

L. New Business

1. Consideration of two Resolutions related to compliance with Senate Bill 707 (SB 707): Resolution No. 8788 amending and restating Protocols for Resolving Disturbances at Public Meetings and Resolution 8787 No. establishing a Policy for Addressing Connection Disruptions During Hybrid Public Meetings
(Assistant City Manager McConnell)

2. Consideration of Resolution No. 8789 approving Agreement 3CA07718 with the Department of Forestry and Fire Protection (Cal Fire) for wildland protection during fiscal year 2026-2027 for an amount not to exceed $319,021.75
(Fire Chief Sessler)

3. Consideration of a Second Amendment to the Agreement with CelPlan Technologies, Inc. for the provision of a video management system replacement to increase the total agreement by an amount of $501,970.00
(Interim Assistant City Manager Garcia)

4. Consideration of a new Enterprise License Agreement with Esri and related subscription services for a three-year term, in an amount not to exceed $271,185.15
(Interim Assistant City Manager Garcia)

5. Consideration of the procurement of three Solid Waste collection vehicles from Rush Truck Centers, in the amount of $1,443,559.68
(Facilities and Community Services Director Crocker)

6. Consideration of a cooperative purchase of a 623 Scraper from Caterpillar Inc., in the amount of $1,346,837.80
(Facilities and Community Services Director Crocker)

7. Consideration of the City Manager's Proposed Two-Year Budget for Fiscal Years 2027 and 2028 and of Resolution No. 8794
(Interim Assistant City Manager Garcia)

M. Individual Council Member Announcements and/or Reports on Activities

(No collective discussion or action.)

1. Individual Council Member Report on Activities for May 2026 from Mayor Pro Tem Shaw
(City Clerk Donaldson)

N. Adjournment

The next regular meeting of the City Council will be held on June 16, 2026.

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 meeting.

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

Date Posted: May 29, 2026

City Council **AGENDA ITEM NO. I1.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approval of minutes of the special meeting of May 18, 2026 (City Clerk Donaldson)

MOTION:

I move to approve the special meeting minutes of May 18, 2026.

Attachments

City-Council-05-18-2026-minutesdraft

MINUTES

Special meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on Monday, May 18, 2026 at 5:00 P.M.

Present:	Mario Saucedo, Mayor Marc Shaw, Mayor Pro Tempore Paul Barich, Council Member Eddie Tejeda, Council Member Denise Davis, Council Member
Staff:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Danielle Garcia, Interim Assistant City Manager; James Garland, Interim Management Services/Finance Director; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director; Don McCue, Library Director; Monica Heredia, Municipal Utilities and Engineering Director; Brian Foote, City Planner/Planning Manager; Jenna Yorck, Human Resources Manager

A. Call City Council Meeting to Order

Mayor Saucedo called the special meeting to order and offered the public an opportunity to address them on any matter scheduled on this agenda or any matter within the jurisdiction of the City Council which is not already scheduled on the agenda. Public comments were presented either in-person via Zoom, via cell phone or landline.

B. Public Comment

Budget Musings - Dennis Bell was displeased that the public had only a limited amount of time to review such a complex document as the Budget Book, leaving very little opportunity to examine it thoroughly. He raised several questions including, how was the city planning to budget for the Redlands Historical Museum, how were vehicle leases, fee waivers, and CalPers budgeted, and were higher water rates intended to cover the debt service.

C. Fiscal Years 2026-2028 Budget Workshop

1. Proposed Budget Overview

    Mayor Saucedo made a brief statement to open the meeting. He urged the Council to work collaboratively to manage expenditures, ensuring the City can sustain the standard of services residents rely on.

    City Manager Duggan and Interim Assistant City Manager Garcia provided an overview of the Proposed Fiscal Year 2027-28 Budgets. The City Manager's budget message explained that this proposal continues the City's strategic investment in core services and its commitment to responsible financial stewardship. The budget advances key initiatives in public safety, infrastructure replacement and improvement, and technology modernization. Driven by ongoing national and global policy changes, this budget was developed during a period of financial caution. Accordingly, the City’s financial strategy will increasingly emphasize maintaining structural balance by aligning ongoing expenditures with sustainable revenue levels, prioritizing core services, and carefully evaluating new or expanded commitments within the context of long-term fiscal capacity. It was pointed out the workshop is an initial presentation of the budget and the Council will have more time to review the book, which is scheduled for discussion on June 2, 2026.

Due to technical disruptions with Zoom, the Mayor recessed the meeting at 5:17 P.M. with the meeting resuming at 5:19 P.M.

FISCAL YEAR 2026 SUMMARY

In FY 2026, the City advanced major projects in civic facilities, public safety, parks and cultural amenities, homelessness services, climate action, fire station improvements, and public safety technology aimed at enhancing the community's quality of life. Revenue forecasts improved slightly, but reserve-funded capital spending increased due to the timing of approved projects, especially State Street City Hall and Safety Hall.

FISCAL YEAR 2027 & 2028 OVERVIEW

For FY 2027–2028, the budget focuses on balancing slower revenue growth with rising costs while investing in emergency response, public safety, parks, libraries, historic preservation, and long-term infrastructure. Key planned projects include replacing a paramedic squad, upgrading emergency medical equipment, providing ballistic protection for fire personnel, enhancing police support operations, revitalizing Texonia Park, improving Sylvan Park and Joslyn Senior Center, preserving A.K. Smiley Public Library, continuing Safety Hall and Fire Station 264 projects, and pursuing Good Nite Inn transitional housing acquisition. Some requested projects remain unfunded due to limited resources.

The proposed biennial budget uses Measure T revenues to support key community priorities such as public safety, infrastructure maintenance, capital reinvestment, homelessness response, and quality-of-life programs. The budget reflects a balanced approach to maintaining essential services while investing in long-term sustainability, despite slower revenue growth, rising operating and personnel costs, and increasing infrastructure obligations. Departments have re-prioritized spending, deferred lower-priority items, and made operational reductions to preserve core services and fund critical investments.

Major planned investments include Safety Hall, relocation of Fire Station No. 264, public safety technology upgrades, homelessness response efforts, and HVAC replacement at the A.K. Smiley Public Library. The budget also acknowledges inflation, aging facilities, labor market pressures, and the need to recruit and retain qualified staff, while anticipating the strategic use of reserves for major capital projects. Overall, the City emphasizes continued prioritization and careful long-term planning to balance service levels, infrastructure needs, employee investment, and fiscal stewardship.

A brief recess was taken at 6:34 P.M. with the meeting resuming at 6:48 P.M.

A six-year long-term financial forecast was presented, offering insight into projections through the year 2032. It was noted that to appropriately and responsibly add staffing and continuing expenses to the budget, a Six-Year Financial Model was used. Expenses were projected out with an inflation factor of 2.5%. Revenues were modeled under a “Steady” economic scenario and the annual running total for unassigned fund balance helped frame the decisions made concerning budget choices.

City Manager Duggan added that as the next Biennium budget begins, he and staff intend to undertake the following: 1) A deep review of Departments/Service levels; 2) A complete Strategic Plan for FYs 2029 through 2032; 3) Preparation to decrease General Fund spending by $4.5M in Biennium FY29-30.

Questions raised by Council Members centered on a number of topics including, vehicle leases, deficit spending, unfunded projects, tree trimming budget, utility assistance program, mitigation measures to assist homeowners with insurance companies, and subsidizing the citrus grove fund. The grove fund needs to be thoroughly reviewed and reevaluated, and Director Crocker pointed out that the City won't begin to receive revenue from the newly replanted groves for five years, as the trees will not start producing fruit until then.

Following the overview, department heads discussed their FY 2027-2028 budgeted revenues and expenditures requests and responded to questions from the Council. Each Council Member expressed their appreciation for City Manager Duggan, Interim Assistant City Manager Garcia and the entire staff for their outstanding work in development of this proposed budget. Special thanks were given to Interim Management Services/Finance Director

James Garland, Finance Manager Marie Datuin and Budget Analyst Miriam Valtierra. The Proposed Budget discussion will continue at the regular meeting of June 2, 2026.

D. Adjournment

There being no further action required the special meeting adjourned at 7:36 P.M.

City Council **AGENDA ITEM NO. I2.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approval of minutes of the regular meeting of May 19, 2026 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of May 19, 2026.

Attachments

City Council-05-19-2026-minutesDraft.pdf

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on Tuesday, May 19, 2026 at 5:00 P.M.

Present:	Mario Saucedo, Mayor Marc Shaw, Mayor Pro Tempore Paul Barich, Council Member Eddie Tejeda, Council Member Denise Davis, Council Member
Staff:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Danielle Garcia, Interim Assistant City Manager; James Garland, Interim Management Services/Finance Director; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director; Monica Heredia, Municipal Utilities and Engineering Director; Brian Foote, City Planner/Planning Manager

A. Call City Council Meeting to Order

Mayor Saucedo 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.

B. Public Comment

Teamster Negotiations - Teamster's Business Agent Andrew Coleman voiced his disappointment with the counter offer from the City's labor negotiator, saying the focus was placed solely on wages while offering nothing toward health care benefits. He emphasized that prioritizing both wages and health care was essential, and he urged the City to use the Class and Comp study as a guide to better support and retain employees.

C. Recess City Council Meeting to a Closed Session

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

Two Cases:

1. Maldonado v. City of Redlands, et al, U.S. District Court, Central District, Case No. 5:25-cv-02169-SSS (MAAx)
2. Maldonado v. Redlands Police Department, et al., San Bernardino Superior Court, Case No. CIVSB2403830

2. Conference with labor negotiator - Government Code §54957.6

Agency Negotiators:
John Bakhit, Jay Trinnaman, Jorge Castillo

Employee Organizations:
Redlands Association of Department Directors
Redlands Association of Management Employees
Redlands Association of Mid-Management Employees
Redlands Association of Safety Management Employees
Redlands Association of Fire Management Employees

Redlands Police Officers Association
Redlands Professional Firefighters Association
Redlands Civilian Safety Employees
Teamsters Local 1932 Redlands Chapter

D. Reconvene City Council Meeting at 6:00 p.m.

Mayor Saucedo reconvened the meeting at 6:14 P.M.

E. Invocation by Mayor Pro Tem Shaw- Pledge of Allegiance by Smiley Elementary

F. Closed Session Report

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

G. Presentations

1. Presentation of the Redlands Bike Classic Sponsorship gift to the City of Redlands by Scott Welsh, Eric Reiser, Brian Zander, and Sean Wilson

    Representing Redlands Bicycle Classic, Scott Welsh, Eric Reiser, Brian Zander, Sean Wilson, and Dan Rendler presented the Bike Classic Sponsorship gift to Mayor Saucedo and the Council Members.

H. Public Comment - City Council

Boys and Girls Club & Clay Street - Robin Lehfeldt complained that the Boys and Girls Club is continuing to disrupt the Clay Street neighborhood with excessive noise and bright lights. She pleaded with Council to take action against the club, which she claims is misusing the property.

Teamster Negotiations - Teamster's Business Agent Andrew Coleman, alongside thirteen Teamster employees passionately argued that during collective bargaining, workers deserve respect, fair wages and affordable healthcare. They urged the Council to invest in their employees, as they have invested in the City's infrastructure. Speakers included, James Estrada, Eli Salazar, Ricky Gonzales, Josie Lopez, Jocelynn Butters, Erick Brazile, Jason Lienen, Michael Gonzalez, Clemente Lozano, Aurelio Munoz, Ed Sherman, Jordan Juranko, and David Giannini. Each one shared their story, which was met with enthusiastic applause from an audience of about one-hundred Teamsters.

Coyote Aviation - Bruce Laycook insisted the City drop their pursuit of Coyote Aviation. He stated the cause was unjustified and a burden on City resources.

Open Government - Stephen Rogers was concerned with political attacks made against the San Bernardino County's Auditor-Controller and Treasurer-Tax Collector. He feared there is corruption within the County bureaucracy.

I. Consent Calendar

1. Approval of minutes of the regular meeting of May 5, 2026

    On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the minutes of the regular meeting of May 5, 2026.

    Vote: 5 - 0 Passed

2. Adopt Resolution No. 8781 Annexation No. 32 declaring intent to annex territory into Community Facilities District 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8781, Annexation No. 32, declaring its intent to annex territory into Community Facilities District No. 2004-1 and setting the public hearing for the City Council meeting on July 7, 2026.

Vote: 5 - 0 Passed

3. Adopt Resolution No. 8782 establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2026-2027

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council adopted, by roll call vote, Resolution No. 8782, establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2026-2027.

Vote: 5 - 0 Passed

4. Approve a Sole Source purchase with Azteca Systems for Cityworks License Renewal for a period of three years at a total cost of $171,500.52

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the software license purchase from Azteca Systems, LLC, for a period of three years at a cost not-to-exceed $171,500.52.

Vote: 5 - 0 Passed

5. Adopt Resolution No. 8783 to implement STOP control at Ford Street and Garden Hill Drive intersection and determine 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

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, 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; and adopted Resolution No. 8783 to implement a STOP control at the intersection of Ford Street and Garden Hill Drive.

Vote: 5 - 0 Passed

6. Receive and file the 2025 Annual Report of the Municipal Utilities and Public Works Commission

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council agreed, by roll call vote, to receive and file the 2025 Annual Report of the Municipal Utilities and Public Works Commission.

Vote: 5 - 0 Passed

7. Approve an Event Services Agreement with the University of Redlands to conduct the Redlands Emergency Services Academy at the University's facility, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of the agreement 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 Event Services Agreement with the University of Redlands for services relating to the Redlands Emergency Services Academy to be held from July 8, 2026 to July 15, 2026.

Vote: 5 - 0 Passed

8. Approve the Second Amendment to the agreement with the Counseling Team International and a purchase order modification in the amount of $20,000 for Redlands Police Department

Police Chief Tolber reviewed the Second Amendment and authorize staff to execute the modification of an existing purchase order in the amount of $20,000 with The Counseling Team International to its agreement with The Counseling Team International (TCTI) to include additional services for the Redlands Police Department (“RPD”) related to mental health wellness checks. RPD utilized an existing contract through the Human Resources Department (HR) with TCTI to implement these services. RPD is now requesting an increase of $20,000 to the current purchase order bringing the total to $53,400 to continue providing services for its police officers and professional staff during the third year of the contract. The additional cost will be funded through the RPD's current budget. As public comment, Stephen Rogers voiced concerns regarding TCTI, noting the owner's political connections and financial contributions to a specific candidate running in a County race creates a perceived conflict of interest.

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Paul Barich, the City Council approved, by roll call vote, the Second Amendment to the agreement and a purchase order modification in the amount of $20,000 with The Counseling Team International.

Vote: 5 - 0 Passed

J. New Business

1. Discussion and possible action relating to the Redlands Downtown Morning Market hours of operation and future location options

Mayor Pro Tem Shaw opened the discussion to consider the Downtown Morning Market hours of operation, potential relocation options, and possible coordination with the existing Farmers Market at Grove School. The Downtown Morning Market has served as a long-standing community program supporting local agriculture, small businesses, and downtown activity. The market currently operates on Saturdays from 9:00 am to 1:00 pm in the municipal parking lot near Ed Hales Park and continues to attract vendors and visitors to the downtown area.

Mayor Pro Tem Shaw asked whether the market hours should be adjusted to begin and end earlier in the day in an effort to reduce the impact on downtown parking availability and peak business activity. Potential changes to market hours should also consider vendor participation, customer attendance, operational needs and expenses, and overall market success. Council Members considered future location options, such as relocating the market to another downtown-adjacent area like the parking lot behind Hatfield Buick or evaluating possible coordination or consolidation with the existing Farmers Market at Grove School. Council Member Tejeda suggested another option worth considering would be relocating the market to Industrial Park Avenue. Mayor Saucedo and Council Member Davis preferred the market to remain close to the downtown area.

As public comment, Redlands Chamber of Commerce President Patrick Roskam proposed the Chambers was very interested in administrating the weekly farmers market. He highlighted a few Chamber events, the Dog Jog and the NYE Orange Drop, as evidence they have a proven track record of organizing events to a consistently high standard.

It was noted that several parties have shown an interest in managing the market and Council Members agreed that soliciting proposals would be the fairest approach. City Manager Duggan added that the easiest method would be to solicit proposals using the same parking lot, at hours the Council would approve. However, staff can look at alternative sites and seek proposals for each specific location and determine which one might be the best solution for everyone involved.

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Paul Barich, the City Council directed staff, by roll call vote, to adjust the current downtown morning market hours of operation to begin at 7:00 am and end by 11 am, with the corresponding parking lot closure to extend no more than one hour before or one hour after event

hours; and directed staff to explore alternative sites near downtown and solicit proposals for a third party administration of a weekly farmer's market near downtown to begin in the fall of 2026.

Vote: 5 - 0 Passed

2. Approve a new Enterprise License Agreement with Esri for a three-year term, not to exceed $271,185.15

Staff requested this item be pulled from tonight's agenda. The matter will be presented to the Council on June 2, 2026.

3. Consideration of approval of a Cooperative Agreement with San Bernardino County Transportation Authority (SBCTA) for management and delivery of the construction phase of the Highland/Redlands Regional Gap Connector Project (Project) in the amount not to exceed $440,396; approval of a Cooperative Agreement with City of Highland for sharing final design cost of the Project in the amount not to exceed $57,850; and determination that these actions are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act

Municipal Utilities and Engineering Director Heredia reviewed a Cooperative Agreement with SBCTA for the management and delivery of the construction phase of the Highland/Redlands Regional Gap Connector Project in the amount not to exceed $440,396, and presented a Cooperative Agreement with the City of Highland for sharing the final design cost of the Project in the amount not to exceed $57,850.

The Highland/Redlands Regional Gap Connector Project constitutes a regionally significant active transportation capital improvement initiative proposing the design and construction of Class I and Class IV bicycle and pedestrian facilities within the municipal jurisdictions of the City of Redlands and City of Highland, generally running from Citrus Valley High School in Redlands to Arroyo Verde Elementary School in Highland. Upon completion, the Project will establish a continuous, dedicated right-of-way for bicycle and pedestrian travel between the two jurisdictions and will further provide an interconnection with the planned Santa Ana River Trail, a regional trail system extending to the Pacific Ocean.

As public comment, Stephen Rogers pointed out that because this project was granted federal funding, it is subject to a more comprehensive environmental review process, which requires full compliance with both NEPA and CEQA. In response to safety concerns raised by Bruce Laycook, Director Heredia clarified that the plans include a protected bike and pedestrian path, ensuring a safe route along Boulder Avenue.

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council approved, by roll call vote, a Cooperative Agreement with SBCTA for the management and delivery of the construction phase of the Highland/Redlands Regional Gap Connector Project in the amount not to exceed $440,396; approved a Cooperative Agreement with the City of Highland for sharing the final design cost of the Project in the amount not to exceed $57,850; and determined that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

4. Consideration for approval of an Agreement with Pro-Craft Construction, Inc. for citywide plumbing and repair services for a one-year term with two (2) optional one-year extensions, in an amount not to exceed $300,000.00

Facilities and Community Services Department Director Crocker explained the need for an agreement with Pro-Craft Construction, Inc. for citywide on-call plumbing and repair services for a one-year term and two optional one-year extensions, in an amount not to exceed $300,000.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, approved an agreement with Pro-Craft Construction, Inc. for citywide on-call plumbing and repair services for a one-year term and two (2) optional one-year extensions, in an amount not to exceed $300,000.

Vote: 5 - 0 Passed

5. Consideration of a First Amendment to the Agreement with Quinmar Janitorial Inc. to increase the total compensation from $1,612,706.58 to $1,957,668.82 and extend the services for eight calendar months

Facilities and Community Services Director Crocker reported on a Request for Proposals (RFP) for citywide janitorial services conducted in April 2023, with a contract term expiring in April 2026. The RFP included services for 16 locations, each with multiple buildings, at a monthly cost of $43,120.28 for the final year 3 of the Agreement. Rather than issuing a new RFP for a full three-year term, staff recommended extending the existing agreement with Quinmar Janitorial Inc. for eight months (May 19, 2026, through December 31, 2026). This short-term extension will maintain continuity of service, allow time for facility transitions to the new City Hall and allow for operational stabilization as well as avoid issuing an RFP based on incomplete or shifting facility needs. Services will continue at the current monthly rate of $43,120.28 during the extended period.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the First Amendment to the Agreement with Quinmar Janitorial, Inc., increasing the total agreement compensation by $344,962.44 from $1,612,706.58 to $1,957,668.82 with an extension of 8 months.

Vote: 5 - 0 Passed

K. Individual Council Member Announcements and/or Reports on Activities

Mayor Saucedo attended the Mayor's Prayer Breakfast, participated alongside Mayor Pro Tem Shaw and City Manager Duggan, in the City/County Conference, enjoyed an Eagle Scout achievement recognition ceremony, and attended an essay contest for elementary schools, hosted by Tim Rochford at the Burrage Mansion. The theme was "What America Means To Me".

Council Member Barich attended the Library Board meeting and complimented Library staff for hosting many diverse events they organize throughout the year.

Council Member Davis participated in the SCAG Conference held in Palm Desert on May 7-8, spoke at a Science for Policy Conference at UC Riverside, was a panelist offering feedback to high school students at the Inland Civil Rights Institute as part of their civics lab, and she was honored to serve in the inaugural meeting of the San Bernardino Regional Housing Trust.

L. Adjournment

There being no further action required the meeting adjourned at 7:41 P.M. The next regular meeting of the City of Redlands City Council will be held on June 2, 2026.

City Council **AGENDA ITEM NO. I3.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of proclamation declaring June 19, 2026, as Juneteenth (Mayor Saucedo)

MOTION:

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

I move to authorize issuance of a proclamation declaring June 19, 2026, as Juneteenth.

Attachments

Juneteenth Proclamation 2026.pdf

PROCLAMATION

Juneteenth

WHEREAS, the City of Redlands recognizes JUNETEENTH as a citywide celebration on Thursday, June 19, 2026, in recognition of the day news reached the Black community in Texas of their emancipation from slavery on June 19, 1865, also known as Juneteenth Independence Day or Emancipation Day; and

WHEREAS, at 2 p.m. on New Year's Day, January 1, 1863, using his war powers as President, Abraham Lincoln signed the Emancipation Proclamation, providing that all persons held as enslaved within any State in rebellion against the United States "*shall be then, thenceforward, and forever free*;" and

WHEREAS, the Emancipation Proclamation made the permanent abolition of slavery a Union war aim and provided the legal framework for the emancipation of nearly all four million enslaved people, ultimately serving as the catalyst for the announcement of General Order No. 3 by United States Army general Gordon Granger, proclaiming freedom from slavery in Texas; and

WHEREAS, Congress ultimately passed the Thirteenth Amendment to the United States Constitution, which abolished slavery throughout the United States and its territories; and

WHEREAS, the City Council and the Human Relations Commission gratefully acknowledge the contributions made by Black community members to the enrichment of the City of Redlands;

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Redlands does hereby recognize June 19, 2026, as Juneteenth and the many contributions made by valuable residents and community leaders past and present who are committed to preserving African-American history in the City of Redlands.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 2nd day of June, 2026

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I4.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of June 2026 LGBTQ+ Pride Month (Mayor Saucedo)

MOTION:

I move to authorize the issuance of a proclamation declaring the month of June 2026 as LGBTQ+ Pride Month in the City of Redlands.

Attachments

Proclamation - Pride Month 2026.pdf

PROCLAMATION

LGBTQ+ Pride Month

WHEREAS, the City of Redlands has a diverse community, including its LGBTQ+ residents, and welcomes people of many backgrounds in the belief that a diverse population leads to a more vibrant community through inclusion, justice, and love; and

WHEREAS, many of the residents, students, city employees, and business owners within the City of Redlands who are a part of the LGBTQ+ community contribute to the vitality and enrichment of the City; and

WHEREAS, the Stonewall Uprising was one of the most prominent gatherings for persons of diverse backgrounds and interests to come together in a unified voice to call for change and progress in LGBTQ+ civil rights; and

WHEREAS, the Stonewall Uprising is considered by many to be the catalyst that launched the modern LGBTQ+ civil rights movement and since the Stonewall Uprising, LGBTQ+ citizens have made significant progress towards equality throughout the nation; and

WHEREAS, despite being marginalized, LGBTQ+ people continue to celebrate authenticity, acceptance, and love as it is imperative that all people in our community, regardless of sexual orientation, gender identity, and expression, feel valued, safe, empowered and supported by their peers and community leaders; and

WHEREAS, the City's first crosswalk mural on Vine Street which has an LGBTQ+ theme won the 2022 American Planning Association Inland Empire Chapter Grassroots Initiative Excellence Award; and

WHEREAS, the City of Redlands denounces prejudice and unfair discrimination based on age, gender identity, gender expression, race, color, religion, marital status, national origin, sexual orientation, or physical attributes as an affront to its fundamental principles;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim the month of June 2026 as Pride Month in recognition of the Anniversary of the Stonewall Uprising and the contributions made by members of the LGBTQ+ community to actively promote the principles of equality and liberty.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 2nd day of June 2026.

Mario Saucedo, Mayor

Attest:

Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I5.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8761 calling and giving notice of the holding of a General Municipal Election and requesting the Board of Supervisors of the County of San Bernardino to consolidate said election with the election to be held on Tuesday, November 3, 2026 (City Clerk Donaldson)

MOTION:

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

I move to adopt Resolution No. 8761.

RECOMMENDATION:

It is recommended that Council approve Resolution No. 8761, a resolution of the City Council of the City of Redlands, California, calling and giving notice of the holding of a General Municipal Election and requesting the Board of Supervisors of the County of San Bernardino to consolidate said election with the election to be held on Tuesday, November 3, 2026.

DISCUSSION:

This Resolution calls and gives notice of the holding of a General Municipal Election and requesting the Board of Supervisors of the County of San Bernardino to consolidate said election with the election to be held on Tuesday, November 3, 2026, for election of one Council Member, District 1; one Council Member, District 3; and one Council Member, District 5, each for a term of four (4) years. If the City Council desires to place a measure on the ballot, this resolution can be amended. The deadline for filing a request with the County of San Bernardino to add a ballot measure for consolidation is August 7, 2026.

ALTERNATIVES:

The Council may continue this matter to June 16, 2026.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

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

PREPARED BY:
Megan Shea, PT Administrative Assistant

FISCAL IMPACT

Fiscal Year:

Revenue Generating: Yes or No

Amount: $

Budgeted Y/N:

Account No.:

Additional Appropriation Required: Yes or No

Discussion:

$75,000 has been included in the budget for this election based on the estimate of costs provided by the San Bernardino County Registrar of Voters. If the Council chooses to add a measure to the ballot, an additional appropriation of $150,000 would be required.

Attachments

Resolution_No_8761_Calling_General_Election.pdf

RESOLUTION NO. 8761

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISION OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to General Law cities in the State of California, a General Municipal Election may be held on Tuesday, November 3, 2026, for the election of Municipal Officers;

NOW, THEREFORE, the City Council of the City of Redlands, California, does hereby resolve, declare, determine and order as follows:

Section 1. That pursuant to the requirements of the laws of the State of California relating to General Law cities within said State there is called and ordered to be held in the City of Redlands, California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of electing one Member of the City Council by-district for District 1, one Member of the City Council by-district, for District 3, and one Member of the City Council by-district for District 5, each for the full term of four years.

Section 2. That the ballots to be used at the election shall be in form and content as required by law.

Section 3. That the City Clerk of the City of Redlands is hereby authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct said election.

Section 4. That the polls for said election shall be open at 7:00 A.M. of the day of said election and shall remain open continuously from said time until 8:00 P.M. of the same day when said polls shall be closed, except as provided in Section 14401 of the California Elections Code.

Section 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 6. That notice of the time and place of holding of the election is given and the City Clerk is hereby authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 7. That the Board of Supervisors of said County is hereby requested to issue instructions to the Registrar of Voters of said County to take any and all steps necessary for the consolidation of the General Municipal Election with said County election.

Section 8. That the Registrar of Voters of said County is authorized to canvass the returns of the General Municipal Election and provide necessary services pertaining to the election to be held on Tuesday, November 3, 2026.

Section 9. That the City Council of the City of Redlands recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs.

Section 10. That the City Clerk of the City of Redlands is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters of the County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 2nd day of June, 2026.

_____
Mario Saucedo, 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 2nd day of June, 2026.

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

June 3, 2026

Board of Supervisors
County of San Bernardino
County Civic Building
385 North Arrowhead Avenue
San Bernardino, California 92401

RE: ELECTION CONSOLIDATION

Enclosed is a certified copy of Resolution No. 8761, a resolution of the City Council of the City of Redlands, California, calling and giving notice of the holding of a General Municipal Election and requesting the Board of Supervisors of the County of San Bernardino to authorize the Registrar of Voters to canvass the returns and provide the necessary services pertaining to the election to be held on Tuesday, November 3, 2026.

In accordance with Section 7 of this resolution, we are requesting the Board of Supervisors to consent and agree to the consolidation of this general election.

Thank you in advance for your consideration.

Sincerely,

Jeanne Donaldson
City Clerk

JD:ms
Enclosure
xc: Registrar of Voters

City Council **AGENDA ITEM NO. I6.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8762 approving regulations pertaining to candidate statements for the General Municipal Election to be held November 3, 2026 (City Clerk Donaldson)

MOTION:

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

I move to adopt Resolution No. 8762.

RECOMMENDATION:

It is recommended that Council approve Resolution No. 8762, a resolution of the City Council of the City of Redlands, California, adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on November 3, 2026.

DISCUSSION:

Section 13307 of the California Election Code provides that the governing body of any local agency adopt regulations pertaining to a candidate for a municipal election, including costs thereof. This resolution provides a written statement of those regulations and defines responsibilities for the administration of candidate statements.

ALTERNATIVES:

The Council may continue this matter to June 16, 2026.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
James Garland, Interim Management Services/Finance Director

PREPARED BY:
Altheresa Rothschild, Assistant City Clerk

FISCAL IMPACT

Fiscal Year:

Revenue Generating: Yes or No

Amount: $

Budgeted Y/N:

Account No.:

Additional Appropriation Required: Yes or No

Discussion: There is no impact to the General Fund. Each candidate submitting a candidate statement for inclusion in the sample ballot will be required to pay in advance to the City an estimated pro rata share as a condition of having their statement included in the voter's pamphlet at the time the document is submitted. Following the election, the City Clerk will bill each candidate for any cost in excess of the deposit or refund any unused portion.

Attachments

Resolution_No_8762_Candidate_Statements.pdf

RESOLUTION NO. 8762

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION

WHEREAS, Section 13307 of the Elections Code of the State of California provides that, before the nominating period opens, the local agency for that election shall determine whether a charge shall be levied for the candidate's statement sent to each voter. A written statement of the regulations with respect to charges for handling, packaging, and mailing shall be provided to each candidate or their representative at the time they pick up the nomination papers;

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

Section 1. General Provisions. Pursuant to Section 13307 of the Elections Code of the State of California each candidate for elective office to be voted for at the general municipal election to be held in the City of Redlands may prepare a candidate statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in the Office of the City Clerk at the time the candidate's nomination papers are filed. Except as provided in Section 13309 of the California Elections Code, the statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 P.M. of the next working day after the close of the nomination period.

Section 2. Foreign Language Policy.

A. Pursuant to the Voting Rights Act, the City is required to translate candidates' statements into the following language: Spanish.

B. Pursuant to State law, the candidate's statement must be translated and printed in any language at the candidate's request.

C. The City Clerk shall have all candidate statements translated into the language specified in paragraph (a) above and print any translations for candidates who so request printing in the voters' pamphlet.

Section 3. Payment. The candidate shall be required to pay for the cost of printing the candidate statement in English in the voters' pamphlet and shall also be required to pay for the cost of translating and printing the statement into any required foreign language as specified in (a) and (b) above pursuant to State and/or Federal law. The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965, as amended,

and require each candidate filing a statement to pay in advance to the City their estimated pro rata share as a condition of having their statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

Section 4. Additional Materials. No candidate will be permitted to include additional materials in the sample ballot package.

Section 5. The City Clerk shall provide each candidate or the candidate's representative a copy of this resolution at the time nominating petitions are issued.

Section 6. All previous resolutions establishing City Council policy on payment for candidate statements are repealed.

Section 7. This resolution shall apply at the next ensuing municipal election and at each municipal election after that time.

Section 8. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED, SIGNED AND APPROVED this 2nd day of June, 2026.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, California, do hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 2nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTANIED:

_____
Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I7.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Salary Resolution No. 8792 establishing a Salary Schedule and Compensation Plan for City Employees and rescinding Resolution No. 8749 (Assistant City Manager McConnell)

MOTION:

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

RECOMMENDATION:

Staff recommends that City Council approve Salary Resolution No. 8792 establishing a Salary Schedule and Compensation Plan for City Employees and rescind Resolution No. 8749.

DISCUSSION:

Resolution No. 8792 incorporates an additional four (4) full-time Equipment Mechanic positions in the Fleet Division of Facilities and Community Services Department. California Assembly Bill 339 requires public agencies to engage with labor organizations when renewing an existing contract for services that falls within the scope of work represented by the bargaining unit. The Human Resources Department engaged in multiple meet and confer discussions with Teamsters Local 1932 about the proposed extension of the fleet maintenance contract that resulted in this action. The City plans to replace contract mechanics with four (4) Teamsters represented Equipment Mechanic positions. The attached salary resolution reflects these proposed additions.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
James Garland, Interim Management Services/Finance Director

PREPARED BY:
Jorge Castillo, HR Manager

FISCAL IMPACT

Fiscal Year: 2026-2027

Revenue Generating: No

Amount: $467,193.24

Budgeted Y/N: Yes

Account No.: 607900-5001

Additional Appropriation Required: N/A

Discussion: Funding has been included in the FY2027 and FY2028 Biennial Proposed budget.

Attachments

Resolution_No_8792_Salary_Schedule_2026.pdf

RESOLUTION NO. 8792

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A SALARY SCHEDULE AND COMPENSATION PLAN FOR CITY EMPLOYEES AND RESCINDING RESOLUTION NO. 8749

WHEREAS, the City Council is authorized and directed by Section 2.56.040 of the Redlands Municipal Code to prepare, install, revise and maintain a position classification and compensation plan covering all positions in the competitive service.

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 establishes a basic compensation plan for all employees in all of the classifications of employment as described in Section 2 of this resolution to be effective June 2, 2026.

Section 2.Salary schedule and Compensation Plan.

Position Title	PT	FT	Unit	Range				
City Clerk's Office								
Assistant City Clerk		1	MM	33				
Administrative Assistant I/II		1	T	33	38			
Part Time Positions								
Administrative Assistant	1		PT					
Total City Clerk's Office	***1***	***2***						
City Manager's Office								
City Manager		1	C	3				
City Attorney		1	C	2				
Assistant City Manager		2	DD	6				
Homeless Solutions Manager		1	MM	75				
Grants Coordinator		1	MM	48				
Management Analyst		1	MM	50				
Administrative Analyst		1	MM	35				
Senior Administrative Assistant		1	T	48				
Public Information								
Public Information Officer		1	M	75				
Communications Specialist		1	MM	35				
Multimedia Production Coordinator		1	T	61				
Total City Manager's Office	***0***	***12***						
Human Resources/Risk Management								
Director, HR/Risk Management		1	DD	1				
Assistant Director, HR/Risk Management		1	M	90				
HR/Risk Manager		2	M	78				
Human Resource Analyst		2	MM	53				
HR Coordinator		1	MM	47				
HR Specialist		4	MM	35				
Administrative Assistant I/II		1	T	33	38			
Mid-Management Trainee		2	MM	30-90				
Total Human Resources/Risk Management	***0***	***14***						
Management Services								
Director, Management Services*		1	DD	3				
Information Technology								
Information Technology Manager		1	M	83				
Network Engineer		1	MM	77				
GIS Supervisor		1	MM	73				
IT Systems Supervisor		1	MM	66				
Database Administrator		1	T	95				

IT Applications Analyst		1	T	86				
System Administrator		1	T	84				
GIS Analyst		2	T	84				
IT Security Analyst		1	T	82				
Network Specialist I/II		1	T	79	84			
GIS Technician		1	T	59				
Sr. Help Desk Technician		1	T	72				
Help Desk Technician		3	T	57				
Administrative Assistant I/II		1	T	33	38			

Finance

Assistant Finance Director		1	M	90				
Finance Manager		1	M	78				
Principal Accountant		1	MM	59				
Senior Accountant		2	MM	51				
Budget Analyst		1	MM	50				
Management Analyst		1	MM	50				
Accountant		1	MM	35				
Senior Accounting Technician		1	T	50				
Accounting Technician I/II		2	T	29	39			

Revenue

Revenue Manager		1	MM	65				
Utilities Customer Service Supervisor		1	MM	45				
Accountant		1	MM	35				
Administrative Analyst		1	MM	35				
Senior Customer Account Specialist		2	T	52				
Utilities Billing Specialist		1	T	51				
Senior Accounting Technician		1	T	50				
Utilities Billing Technician		2	T	41				
Customer Account Specialist		6	T	37				
Customer Service Technician I/II		4	T	24	32			

Purchasing

Procurement Manager		1	M	74				
Purchasing Clerk		1	T	35				

Payroll

Payroll Coordinator		1	MM	34				
Payroll Assistant		1	T	40				

Part Time Positions

Finance Intern	1		PT					

Total Management Services	***1***	***53***

Development Services Department

Administration

Development Services Director		1	DD	2				
Sustainability Coordinator		1	MM	60				
Management Analyst		1	MM	50				
Sr. Administrative Assistant		1	T	48				
Administrative Assistant I/II		1	T	33	38			

Land Use

One Stop Permit Center Manager		1	M	82				
Asst/Assoc/Civil/Sr. Civil Engineer		3	MM	41	51		73	
NPDES Inspector I/II		1	T	59	64			
Counter Services Technician		2	T	30				

Building Safety

Chief Building Official		1	M	81				
Sr. Plans Examiner		1	MM	62				
Plans Examiner		1	T	80				
Sr. Building Inspector		1	T	80				
Building Inspector I/II		2	T	60	70			
Permit Technician I/II		2	T	52	57			
Economic Development								
Economic Development Coordinator		1	MM	68				
Planning								
City Planner		1	M	82				
Principal Planner		1	MM	75				
Senior Planner		2	MM	65				
Junior/ Assistant/Associate Planner		3	T	53	70	80		
Part Time Positions								
Planning Intern	2		PT					
Total Development Services Department	***2***	***28***						

Fire Department								
Fire Chief		1	DD	7				
Fire Marshal		1	M	88				
Deputy Fire Chief		1	F	85				
Deputy Fire Marshal		1	MM	79				
Battalion Chief		4	F	79				
Fire Captain		15	F	60				
Fire Engineer		18	F	55				
Fire Fighter		21	F	so				
EMS Coordinator		1	MM	82				
Management Analyst		1	MM	so				
Emergency Operations Specialist		1	MM	34				
Fire Prevention Inspector		2	CS	75				
Sr. Administrative Assistant		2	T	48				
Administrative Assistant I/II		1	T	33	38			
Total Fire Department	***0***	***70***						

Library								
Library Director		1	C	1				
Archivist Curator		1	M	80				
Principal Librarian		1	MM	53				
Systems Administrator		1	T	84				
Management Analyst		1	MM	50				
Senior Librarian		1	MM	37				
Special Collections Manager		1	MM	36				
Adult Literacy Coordinator		1	MM	32				
Technical Services Coordinator		1	MM	30				
Museum Collections Specialist		1	T	57				
Librarian		1	T	52				
Sr. Administrative Assistant		1	T	45				

Library Specialist I/II		5	T	22	32			
Maintenance Worker I/II		2	T	24	31			
Administrative Assistant I/II		1	T	33	38			
Technical Services Clerk		2	T	12				
Library Clerk		2	T	5				

Part Time Positions

Administrative Assistant	1		PT					
Library Specialist	1		PT					
Library Clerk	4		PT					
Library Page	4		PT					
Museum Attendant	4		PT					

Total Library	***14***	***24***

Municipal Utilities & ***Engineering Department***

Administration

Director of Municipal Utilities and Public Works Engineering		1	DD	5				
Senior Administrative Assistant		3	T	48				

Engineering Services

City Engineer		1	M	87				
Asst/Assoc/Civil/Sr. Civil Engineer		6	MM	41	51	61	73	
Construction Inspector I/II		5	T	75	85			
Water Conservation Specialist		2	T	49				

Utilities

Laboratory Manager		1	MM	75				
Laboratory Quality Manager		1	MM	65				
Laboratory Analyst I/II/III/IV		4	T	53	63	73	83	

Water

Water Utility Manager		1	M	86				
Water Production/Maint. Superintendent		1	MM	85				
Water Distribution Superintendent		1	MM	85				
Water Production Operations Supervisor		1	T	100				
Water Production Maintenance Supervisor		1	T	100				
Water Distribution Supervisor		1	T	100				
Regulatory Compliance Officer		1	T	90				
Utilities Maintenance Foreperson		1	T	80				
Electrical and Instrumentation Technician		2	T	69				
Senior Water Quality Technician		1	T	63				
Cross Connection Control Inspector		1	T	63				
Water Distribution Crew leader		4	T	83				
Water Treatment Operator I/II/III/IV/V		8	T	55	60	77	80	83
Water Quality Technician I/II		2	T	52	57			
Water Distribution Operator		12	T	49				
Sr. Customer Service Field Technician		1	T	48				
Plant Mechanic I/II		6	T	48	58			
Customer Service Field Technician		1	T	39				
Water Meter Reader I/II		3	T	21	31			

Wastewater

Wastewater Utility Manager		1	M	86				
Wastewater Operations Supervisor		1	T	100				
Wastewater Facilities Maintenance Supervisor		1	T	100				
Wastewater Collection System Supervisor		1	T	100				

Regulatory Compliance Officer		1	T	90				
Utilities Maintenance Foreperson		1	T	80				
Wastewater Facilities Operator I/II/III/IV		6	T	51	61	68	78	
Plant Mechanic I/II		5	T	48	58			
Wastewater Collection System Worker I/II/III		7	T	47	50	54		

Part Time Positions

Administrative Assistant	1		PT

Total MUED	***1***	***97***

Police Department								
Chief of Police		1	DD	8				
Deputy Police Chief		2	P	85				
Police Commander		4	P	81				
Police Sergeant		13	P	70				
Police Corporal		20	P	64				
Police Officer/Police Recruit		58	P/CS	60/79				
Police Operations Manager		1	M	74				
Management Analyst		1	MM	50				
Support Services Supervisor		1	MM	38				
Police Operations Coordinator		1	MM	36				
Digital Forensic Examiner		1	CS	88				
Crime Analyst		2	CS	85				
Dispatch Supervisor		3	CS	82				
Executive Police Assistant		1	CS	74				
Forensic Specialist		2	CS	73				
Records Supervisor		1	CS	66				
Property and Evidence Technician		2	CS	60				
Sr. Community Service Officer		1	CS	56				
Dispatcher I/II/III		15	CS	52	57			
Community Service Officer I/II		9	CS	40	48			
Records Specialist I/II		8	CS	22	36			
Administrative Assistant I/II		1	T	33	38			

Part Time Positions

Community Services Officer	1		PT					
Administrative Assistant	1		PT					
Camera Operator	6		PT					
Background Investigator	4		PT					

Total Police Department	***12***	***148***

Facilities and Community Services								
Director, Facilities & Community Serv		1	DD	4				
Senior Manager, Fae & Comm Serv		2	M	81				
Manager, Fac & Comm Serv		1	MM	73				
Field Services Superintendent		1	MM	73				
Field Services Project Supervisor		1	MM	61				
Management Analyst		1	MM	50				
Administrative Analyst		1	MM	35				
Sr. Administrative Assistant		2	T	48				
Administrative Assistant I/II		3	T	33	38			

Airport

Airport Supervisor		1	MM	40				
Animal Services								
Animal Services Supervisor		1	CS	72				
Animal Services Officer		3	CS	46				
Administrative Assistant I/II		1	T	33	38			
Kennel Attendant		4	CS	17				
Building Maintenance								
Senior Building Maintenance Worker		1	T	55				
Building Maintenance Worker		4	T	40				
Cemetery								
Cemetery Manager		1	MM	58				
Cemetery Sales and Services Representative		1	T	58				
Cemetery Crew Leader		1	T	49				
Cemetery Caretaker I/II		2	T	26	31			
Code Enforcement								
Code Enforcement Supervisor		1	MM	51				
Code Enforcement Officer I/II		3	T	40	55			
Administrative Assistant I/II		1	T	33	38			
Fleet Services								
Fleet Services Supervisor		1	MM	53				
Sr. Administrative Assistant		1	T	48				
Sr. Equipment Mechanic		1	T	70				
Fire Mechanic		1	T	69				
Equipment Mechanic I/II		7	T	45	50			
Fleet Parts Technician		1	T	35				
Parks and Trees								
Field Services Supervisor		1	MM	51				
Senior Grounds Maintenance Worker		6	T	43				
Senior Grove Maintenance Worker		1	T	43				
Tree Trimmer I/II		4	T	33	43			
Grove Maintenance Worker		2	T	28				
Grounds Maintenance Worker I/II		13	T	23	28			
Maintenance Worker I/II		1	T	24	31			
Recreation/Senior Services								
Recreation Supervisor		1	MM	49				
Recreation Coordinator		1	T	54				
Program Specialist		2	T	45				
Administrative Assistant I/II		1	T	33	38			
Program Aid I/II		7	T	5	9			
Solid Waste								
Solid Waste Manager		1	MM	64				
Solid Waste Collections Supervisor		2	MM	42				
Solid Waste Route Coordinator		2	T	57				
Sr. Administrative Assistant		1	T	48				
Welder		1	T	47				
Recycling Coordinator		1	T	44				
Solid Waste Truck Driver		32	T	36				
Equipment Operator OIT/I/II		3	T	19	34			
Maintenance Worker I/II		7	T	24	31			
Streets								
Field Services Supervisor		1	MM	51				

Electrician		1	T	46				
Senior Asphalt Worker		1	T	44				
Senior Street Maintenance Worker I/II		2	T	44	49			
Equipment Operator OIT/I/II		3	T	19	34			
Asphalt Worker		2	T	34				
Sign & Paint Worker		1	T	34				
Maintenance Worker I/II		3	T	24	31			

Part Time Positions

Program Aide	2		PT
Cemetary Aid	1		PT

Total Facilities and Community Services	***3***	***154***

Grant Funded Positions - City Manager's Office

Community Outreach Specialist	2		T	42				
Management Analyst	1		1	MM	50			
Substance Use Navigator		1	1	MM	30			

Total Full Time Positions	602
Total Part Time Positions	34
Total Grant Funded Positions	4
Total Authorized Positions	640

Section 3. In addition to the salary schedule set forth above, the compensation plan established by this resolution permits the City Manager to establish programs for incentive awards, length of service awards, pay for performance, and other methods of recognizing employee work performance.

Section 4. Resolution No.8749 of the City of Redlands is hereby rescinded effective June 2, 2026.

Adopted, approved and signed this 2nd day of June, 2026.

Mario Saucedo, Mayor, City of Redlands

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 XXX day of April, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I8.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8791, Annexation No. 31 declaring intent to annex territory into Community Facilities District 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Development Services Director Reilly)

MOTION:

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

1. I move that the City Council determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to adopt Resolution No. 8791.

RECOMMENDATION:

Staff recommends City Council adopt Resolution No. 8791 declaring intent to annex territory into Community Facilities District No. 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The City Council established Community Facilities District No. 2004-1 (CFD) for the purpose of providing certain services which are necessary to meet demands placed upon the City by development. The City Council is being asked to consider Resolution No. 8791, a Resolution of Intention to annex territory into the CFD.

City staff received petition from Tri Pointe Homes IE-SD, Inc. requesting annexation of its properties into the CFD for the maintenance of street trees within the street right-of-way adjacent to Tract Map No. 20520, currently identified as Assessor's Parcel Numbers 0167-422-49 through 55 and 0167-492-01 through 35 and as shown on Attachment C. This annexation is for the properties located on the east side of Texas Street at Pomelo Avenue. Tract Map No. 20520 was approved by the City Council July 15, 2025. The San Bernardino County Assessor has not yet assigned Assessor's Parcel Numbers to the newly created lots. The lot is still under the ownership of the project development team. If Resolution No. 8791 is adopted, a public hearing will be scheduled for the City Council meeting on July 7, 2026.

ALTERNATIVES:

City Council may choose not to adopt Resolution No. 8791 and provide staff alternative direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Sean Reilly, Development Services Director

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

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

PREPARED BY:
Alan Collett, Sr. Civil Engineer

FISCAL IMPACT

Fiscal Year:

Revenue Generating: Yes

Amount: $

Budgeted Y/N:

Account No.:

Additional Appropriation Required: No

Discussion:

Annexation of the property into CFD 2004-1 will ultimately generate revenue that can be used for tree trimming/maintenance in the project area.

Attachments

Attachment_A_Resolution_of_Intention_No8791_Annexation_31.pdf
Attachment_B_CFD_No_2004-1_Petition_of_Tripointe_Homes_Annex_31.pdf
Attachment_C_CFD_No_2004-1_Petition_of_Tripointe_Homes_Annex_31_Executed.pdf
Attachment_D_AERIAL_For_Reference.pdf

RESOLUTION NO. 8791

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 31)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has established Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, it is necessary that certain parcels of property be annexed to the Community Facilities District in order that they may be developed and receive the benefit of services which will be financed by the annual levy of special taxes on said property sufficient to pay the costs of such services and costs incidental thereto; and

WHEREAS, the current Rate and Method of Apportionment of Special Tax (the "Rate and Method") set forth in Exhibit "B" hereto, requires that Special Tax for all parcels increase annually in accordance with the Los Angeles-Riverside-Orange County Consumer Price Index (the "LRO Index"); and

WHEREAS, the LRO Index no longer exists and has been replaced by the Riverside-San Bernardino-Ontario, CA Consumer Price Index (the "RSO Index"); and

WHEREAS, it is necessary for the Rate and Method to be modified to reference the RSO Index, as the LRO Index no longer exists; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," to annex territory to the Community Facilities District by complying with the procedures set forth in said Article 3.5;

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

Section 1. **Recitals**. The above recitals are true and correct and are hereby incorporated into this resolution.

Section 2. **Name of District**. The name of the existing Community Facilities District is "Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California."

Section 3. **Amendment of Rate and Method.** The reference to the "Los Angeles-Riverside-Orange County" Consumer Price Index in Section C of the Rate and Method is hereby replaced with the "Riverside-San Bernardino-Ontario, CA Consumer Price Index." No other portion of the Rate and Method shall be amended.

Section 4. **Intention**. The City Council declares its intention to conduct proceedings pursuant to said Article 3.5 for the annexation to the Community Facilities District of the territory described in Exhibit "A" attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

Section 5. **Description of Territory Proposed To Be Annexed; Annexation Map**. The territory which is included in the existing Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004 in Book 76 of Maps of Assessment and Community Facilities Districts, page 94, and as Instrument No 2004-0347327 in the official records of the County of San Bernardino. The territory proposed to be annexed to the Community Facilities District is described in Exhibit "A" attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Annexation Map No. 31 Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California," which is on file with the City Clerk (the "Annexation Map") and is incorporated herein by this reference.

Section 6. **Types of Services; Incidental Expenses; Plan for Providing Services**. The services to be provided and financed by the existing Community Facilities District include the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover. Annexation No. 31 is proposed to provide maintenance of including but not limited to, landscaping and street trees, and street right-of-way adjacent to Tract Map No. 20520, and any other public services authorized by the Mello-Roos Community Facilities Act of 1982, in the area of the Annexation No. 31 property and the Community Facilities District. The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out its authorized purposes. The services described above shall be provided, as needed, throughout the Community Facilities District and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the Community Facilities District and the territory proposed to be annexed thereto. All owners of taxable parcels of property within the Community Facilities District and the territory proposed to be annexed thereto shall pay special taxes at the same rate to finance the annual cost of providing such services. The services to be provided and financed by the Community Facilities District, as previously described, are necessary to meet increased demands placed upon the City as a result of development occurring within the Community Facilities District and the territory proposed to be annexed thereto.

Section 7. **Special Taxes**. Except where funds are otherwise available, special taxes sufficient to pay the costs of the services described in Section 6 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the territory

proposed to be annexed to the Community Facilities District. Pursuant to Section 53340 of the California Government Code, the special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. The property within the territory proposed to be annexed shall be assigned at the rate set forth for Special Tax Rate Category A as set forth in Exhibit "B" attached hereto and for Fiscal Year 2026-27, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in Exhibit "B" attached hereto, subject to annual increases beginning in Fiscal Year 2027-28 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B". No alteration of the special tax rates to be levied in the existing Community Facilities District, and established annexations, will result from the proposed annexation. The maximum special tax rate in the existing community facilities district, and established annexations, may not be increased as a result of this proceeding to annex property to the Community Facilities District.

Section 8. **Adoption of Annexation Map**. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map as the map of the area proposed to be annexed to the Community Facilities District. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation Map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of San Bernardino no later than 15 days prior to the date of the hearing specified in Section 9 hereof.

Section 9. **Hearing**. A public hearing on the proposed annexation of said territory to the Community Facilities District shall be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on July 7, 2026 in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, 92373.

Section 10. **Notice**. The City Clerk shall publish a notice of the time and place of said hearing as required by Section 53322 of the California Government Code, and shall also give notice of the hearing by first class mail to each registered voter and landowner within the territory proposed to be annexed to the Community Facilities District as prescribed by Section 53339.4 of said Code. Said notice shall be published at least seven (7) days and mailed at least fifteen (15) days before the date of the hearing and shall contain the information required by said Section 53339.4.

Section 11. **Description of Voting Procedures**. The voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District to shall be as follows:

(a) If, for each of the 90 days preceding the close of the public or protest hearing (hereinafter referred to as the "protest hearing") at least 12 persons are registered to vote within the territory proposed to be annexed to the Community Facilities District, the election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California Government Code ("Section 53326") and pursuant to the applicable provisions of law

regulating elections of the City, insofar as they may be applicable, and pursuant to Section 53326 the ballots for the election shall be distributed to the qualified electors of the territory proposed to be annexed to the Community Facilities District by mail with return postage prepaid and the election shall be conducted as a mail ballot election.

(b) If at the time of the close of the protest hearing, and for at least the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District, and pursuant to Section 53326, the vote is therefore to be by the landowners of that territory, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns, the election shall be conducted by the City Clerk as follows:

(1) The election shall be held on the earliest date following the conclusion of the protest hearing upon which it can be held pursuant to Section 53326 which may be selected by the City Council, or such earlier date as the owners of land within the territory proposed to be annexed to the Community Facilities District and the City Clerk agree and concur is acceptable.

(2) Pursuant to Section 53326, the election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the territory proposed to be annexed to the Community Facilities District waive the time limits for conducting the election set forth in Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to Section 53326, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid or by personal service.

(4) Pursuant to applicable provisions of law regulating elections of the City which govern the conduct of mail ballot elections, and Division 4 (commencing with Section 4000) of the California Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in a form specified by the City Council in the resolution calling the election, and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a statement pursuant to Section 9401 of the said Code, an impartial analysis by the City Attorney pursuant to Section 9280 of the said Code with respect to the ballot proposition contained in the official ballot, ballot arguments and rebuttals, if any, pursuant to Sections 9281 to 9287, inclusive, of said Code, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of this resolution; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners of the territory proposed to be annexed to the Community Facilities District and shall be so stated in the resolution adopted by the City Council calling the election.

(5) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter, and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to the Community Facilities District.

(6) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(7) The information-to-voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5:00 o'clock p.m. on the date of the election.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council at its next regular meeting regarding the results of such canvass and the election.

The procedures set forth in this section for conducting the election may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

ADOPTED this 2nd day of June, 2026.

Mario Saucedo, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

CERTIFICATE

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing resolution was regularly adopted by the City Council of said City at a regular meeting of said City Council duly held on the 2nd of June, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Redlands this 2nd day of June 2026.

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
ANNEXATION NO. 31 TO
COMMUNITY FACILITIES DISTRICT NO. 2004-1
CITY OF REDLANDS, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor's Parcel No.: 0167-041-01-0000.

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EXHIBIT "B"

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS

A Special Tax (the "Special Tax") shall be levied on and collected from each Parcel of Taxable Property (defined below) in Community Facilities District No. 2004-1 (the "District"), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2004, in an amount determined by the City Council of the City of Redlands, acting in its capacity, as the legislative body of the District (hereinafter as the "Council"), by applying the rate and method of apportionment set forth below. All of the real property in the District, unless exempted by law or by the provisions herein, shall be taxed for the purposes, to the extent, and in the manner provided herein.

A. DEFINITIONS

"Additional Maintenance" means the maintenance of landscaping for Parcels assigned to a Special Tax Rate Category in addition to the Basic Maintenance, including, but not limited to, the maintenance of significant open space, citrus groves, and firebreaks and extensive medians and parkways.

"Additional Maintenance Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on Parcels of Taxable Property assigned to a Special Tax Rate Category to pay the cost of Additional Maintenance, if any, for such Parcels, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Additional Maintenance in such Fiscal Year.

"Basic Maintenance" means the normal maintenance of basic landscaping within the District, including, but not limited to, parkways, open space areas, medians and street trees and the associated maintenance of bushes, shrubs and ground cover.

"Base Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on all Parcels of Taxable Property in the District to pay the estimated cost of the Basic Maintenance, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Basic Maintenance in such Fiscal Year.

"Benefit Unit" means a Single-family residential lot or dwelling unit or the equivalent. Commercial property is assigned Benefit Units based on acreage with the basis being four (4) Benefit Units per acre, consistent with the average residential density in the City. Industrial Property is assigned Benefit Units based on acreage with the basis being two (2) Benefit Units per acre. Multi-family property is assigned 60 percent of one Benefit Unit per dwelling unit and Religious Property is assigned two (2) Benefit Units per acre.

"City" means the City of Redlands.

"Council" has the meaning set forth in the preamble.

"Commercial Property" means any Parcel that is used for the purpose of selling, distributing or furnishing a product or service.

"Development" means any approved development and/or improvement of property resulting in the recordation of a final map or the issuance of a building permit.

"District" has the meaning set forth in the preamble.

"Exempt Property" means property that is exempt from the levy of the Special Tax, including all publicly owned or dedicated property, sliver parcels, common lots, open space and any other property that cannot be developed.

"Fiscal Year" means the period from and including July 1st of any year to and including the following June 30th.

"Industrial Property" means any Parcel that is used for the purpose of manufacturing a product.

"Land Use Category" means any of the categories contained in Table 1 to which Parcels of Taxable Property are assigned consistent with the land use approvals that have been received or proposed for the Parcel as of March 1 preceding the beginning of a Fiscal Year.

"Maximum Special Tax Rate(s)" means the Maximum Special Tax Rate(s) per Benefit Unit for Parcels in all Special Tax Rate Categories that can be levied by the Council in any Fiscal Year as determined pursuant to Section C. The Maximum Special Tax Rates per Benefit Unit for Parcels in all Special Tax Rate Categories, including the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, as set forth in Table 2, shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

"Multi-family Residential Property" means any Parcel of residential property that consists of a building or buildings comprised of attached residential units available for rental, but not purchase, by the general public and under common ownership and/or management.

"Parcel" means a lot or Parcel of land that is identified by an Assessor's Parcel Number in the Tax Assessment Roll of the County Assessor of the County of San Bernardino.

"Religious Property" means any Parcel used as a place of worship or for other religious activities.

"Single-family Residential Property" means any Parcel of residential property that is or will be improved with a building comprised of attached or detached residential units available for purchase or rent by the general public.

"Special Tax(es)" means the Special Tax to be levied in each Fiscal Year on each Parcel of Taxable Property.

"Special Tax Rate Category" means any of the categories identified in Table 2 to which Parcels of Taxable Property in a Development are assigned based on the cost of the Basic Maintenance and the cost of the Additional Maintenance, if any, which will be provided to such Parcels.

"Taxable Property" means Parcels that are not Exempt Property.

B. ASSIGNMENT TO LAND USE CATEGORY

Parcels of Taxable Property in a Development shall be assigned to the appropriate Land Use Category contained in Table 1. Such Parcels shall also be assigned to the appropriate Special Tax Rate Category contained in Table 2, based on the estimated cost for providing the Additional Maintenance, if any, to the Development. The Special Tax shall be levied upon and collected from each such Parcel for each Fiscal Year based on the Benefit Units which are assigned to the Parcel as a result of its assignment to the appropriate Land Use Category and Special Tax Rate Category, as provided in Sections C and D.

TABLE 1
Land Use Category

Land Use Category	Description	Benefit Unit(s)
1	Single-family Residential	One (1) / Residence
2	Commercial	Five (5) / Acre
3	Industrial	Two (2) / Acre
4	Multi-family Residential	Six tenths (0.6) / Residential Unit
5	Religious Property	Two (2) / Acre

C. MAXIMUM SPECIAL TAX RATES

The Maximum Special Tax Rate per Benefit Unit for each Parcel for each Fiscal Year shall be the total of the Base Rate Per Benefit Unit plus the Additional Maintenance Rate Per Benefit Unit for the Special Tax Rate Category to which the Parcel is assigned. For Fiscal Year 2004-05 the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit for each Special Tax Category shall be the amounts set forth in Table 2 for such Special Tax Rate Category. The Base Rates Per Benefit Unit and the Additional Maintenance Rates Per Benefit Unit for all Parcels in all Special Tax Rate Categories shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

TABLE 2
Maximum Special Tax Rates

Special Tax Rate Category	Maximum Rates Per Benefit Unit	
	Base Rate	Additional Maintenance Rate
A	$250	$0
B	$250	$100
C	$250	$200
D	$250	$300
E	$250	$400
F	$250	$500
G	$250	$600
H	$250	$700
I	$250	$800
J	$250	$900
K	$250	$1,000
L	$250	$1,100
M	$250	$1,200
N	$250	$1,300
O	$250	$1,400
P	$250	$1,500
Q	$250	$1,600
R	$250	$1,700
S	$250	$1,800
T	$250	$1,900
U	$250	$2,000
V	$250	$2,100
W	$250	$2,200
X	$250	$2,300
Y	$250	$2,400
Z	$250	$2,500

The Parcels which are to be included in the District at the time of its formation and which are identified in Table 3 shall be assigned to the Land Use Category and the Special Tax Rate Category specified in Table 3.

TABLE 3
Assignment to Land Use Category
and Special Tax Rate Category

Tract No.	Land Use Category	Special Tax Rate Category
16408	One (1)	K

D. METHOD OF APPORTIONMENT AND LEVY OF ANNUAL SPECIAL TAX

For each Fiscal Year, commencing with Fiscal Year 2004-05, the Council shall (a) determine the cost of providing the Basic Maintenance in the District and the amount of the Base Rate Per Benefit Unit to be levied on Parcels of Taxable Property in the District to pay the cost of the Basic Maintenance; (b) determine the cost of providing the Additional Maintenance, if any, for each Special Tax Rate Category, as then applicable, and the amount of the Additional Maintenance Rate Per Benefit Unit, if any, to be levied on Parcels of Taxable Property in each Special Tax Rate Category to pay the cost the Additional Maintenance therefor; and (c) levy the Special Tax on all Parcels of Taxable Property in each Special Tax Rate Category, as then applicable. The amount of the Special Tax to be levied on any Parcel of Taxable Property in any Fiscal Year shall be determined by multiplying the Benefit Units for the Parcel, depending on the Land Use Category to which it is assigned, by the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, if any, determined pursuant to clauses (a) and (b) above, for the Special Tax Rate Category to which the Parcel is assigned.

No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for the District, is Exempt Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to the District from time to time. As each annexation is proposed, an analysis will be prepared to determine the types and area of landscaping to be maintained, *i.e.,* Basic Maintenance and/or Additional Maintenance, if any, and the estimated annual cost of providing the Additional Maintenance, if any, to the property. Based on this analysis, the property to be annexed will be assigned to the appropriate Special Tax Rate Category contained in Table 2.

PETITION TO THE CITY COUNCIL OF THE CITY OF REDLANDS REQUESTING INITIATION OF PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, AND CONSENTING TO THE LEVY OF SPECIAL TAXES TO PAY THE ANNUAL COSTS OF CERTAIN SERVICES (ANNEXATION NO. 31)

1. Tri Pointe Homes IE-SD, Inc., a California corporation (the "Owner"), requests that the City Council (the "City Council") of the City of Redlands (the "City") initiate proceedings pursuant to Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," (the "Act") for the annexation of the property described in Exhibit "A" attached hereto (the "Property") to "Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California" (the "CFD") for the purpose of providing for the funding, through the levy of special taxes, of the annual costs of services, including but not limited to, the maintenance of street trees and landscaping within the street right-of-way adjacent to Tract Map No. 0167-04, and any other public services authorized by the Act, in the area of the Property and the CFD.

2. Owners represent to the City Council that they are the owner of all of the Property.

DATED: _____, 2026

Tri Pointe Homes IE-SD, Inc. a California corporation

_____

By: _____

Its: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor's Parcel No.:

0167-041-01-0000

PETITION TO THE CITY COUNCIL OF THE CITY OF REDLANDS REQUESTING INITIATION OF PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, AND CONSENTING TO THE LEVY OF SPECIAL TAXES TO PAY THE ANNUAL COSTS OF CERTAIN SERVICES (ANNEXATION NO. 31)

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2. Owners represent to the City Council that they are the owner of all of the Property.

DATED: April 30, 2026

Tri Pointe Homes IE-SD, Inc. a California corporation

By: _____
Its: Brian Ortwein
VP of Project Management

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

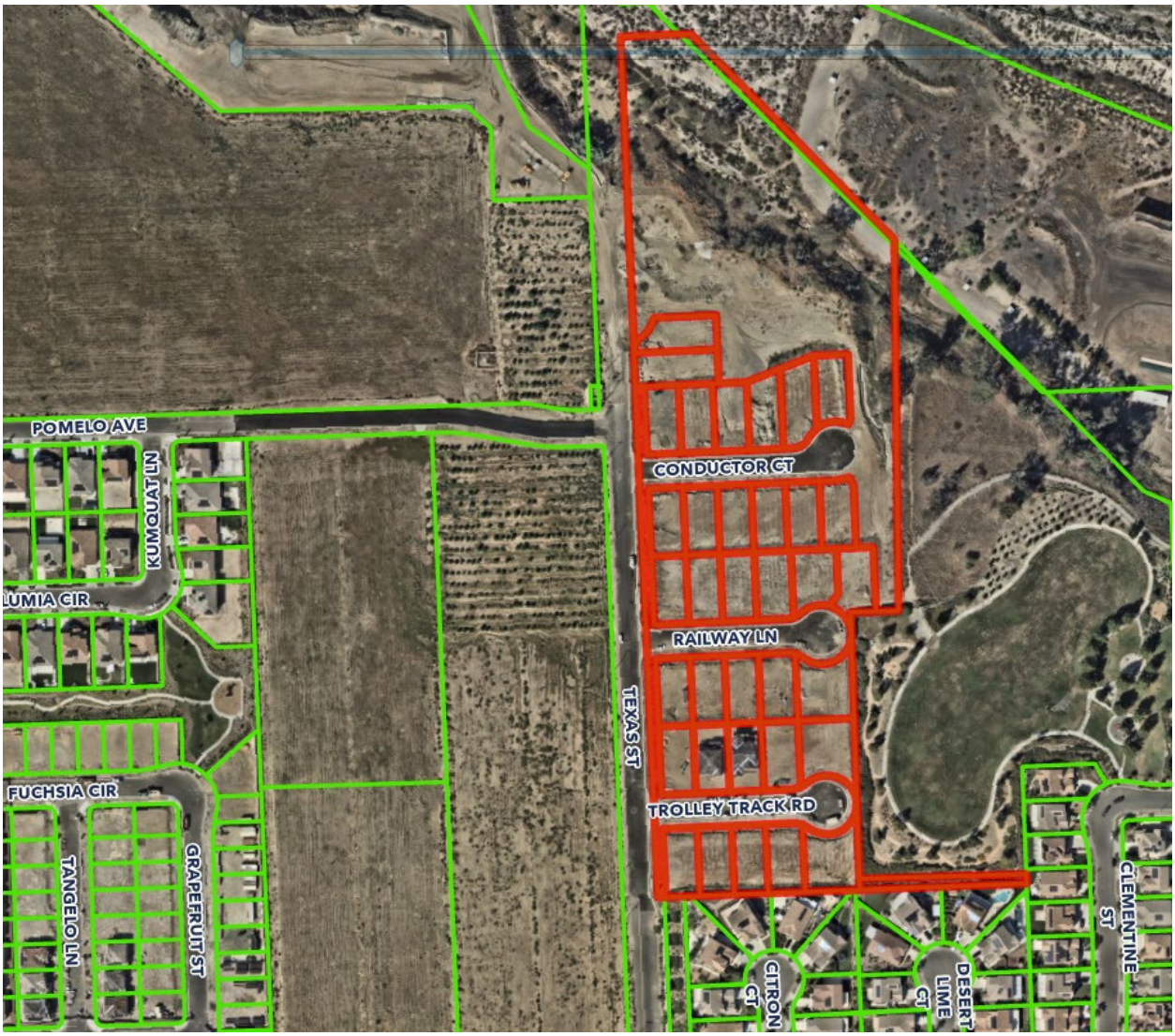
The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor's Parcel No.:

0167-041-01-0000

ATTACHMENT D

AERIAL VIEW

(For Reference)



City Council **AGENDA ITEM NO. I9.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Professional Services Agreement with Cumming Management Group, Inc., for a Solar Feasibility Study, in an amount not to exceed $95,840; and determination that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines (Development Services Director Reilly)

MOTION:

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

1. I move that the City Council find that approval of a Professional Services Agreement with Cumming Management Group, Inc., for a Solar Feasibility Study is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines; and

2. I move that the City Council approve the Professional Services Agreement with Cumming Management Group, Inc., for a Solar Feasibility Study, in an amount not to exceed $95,840.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of the Professional Services Agreement with Cumming Management Group, Inc., for a Solar Feasibility Study is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines; and approve the Professional Services Agreement with Cumming Management Group, Inc., for a Solar Feasibility Study, in an amount not to exceed $95,840.

DISCUSSION:

Renewable energy and energy storage, such as solar panel systems and battery energy storage, are one of the most effective ways to reduce greenhouse gas emissions and reduce demand and reliance on non-renewable energy sources. Solar energy is abundant, and when captured, is a clean and economical substitute to carbon-based energy generation.

Solar technology has improved significantly since the initial introduction to the market. Advances in battery storage allow for energy to be stored and used when solar panels cannot produce energy (e.g., at night or during severe weather events). Increased efficiency also strengthens the economic value of solar power.

The City of Redlands has undertaken aggressive climate action goals. The City's General Plan and Climate Action Plan both address the need to implement solar energy systems at City facilities.

- City of Redlands General Plan 2035:

    - Policy 8-A.4: Continue pursuit of sustainable energy sources - such as hydroelectricity, geothermal, solar, wind power, and biomethane - to meet the community's needs.
- City of Redlands Climate Action Plan 2050:
    - Measure BE-3a: Develop and implement a City "lead by example" plan to increase energy efficiency in City buildings, facilities, and operations. Measure BE-3e also encourages the City to consider installing solar photovoltaic (PV) systems and battery storage at City facilities.

In order to implement effective and economical renewable energy generation systems at City facilities and reach related sustainability goals, a study is recommended to review current energy use and the feasibility of renewable energy systems. This solar feasibility study would provide a comprehensive report, which would include but not be limited to, an analysis of energy costs and usage, City sites that are determined to be feasible for renewable energy systems, recommended system configurations, and system procurement pathways.

Staff followed the City's procurement protocol by preparing a Request for Proposal (RFP) to provide the Solar Feasibility Study. Nine proposals were received on February 26, 2026.

	Vendor	**Location**
1	Project Development Solutions, Inc.	Bakersfield, CA
2	Enerlogics West LLC	Youngstown, OH
3	Arc Alternatives	Moraga, CA
4	P2S LP	Long Beach, CA
5	NV5 Consultants, Inc.	San Rafael, CA
6	NewEnergiesGroup LLC	Melbourne, FL
7	Bureau Veritas Technical Assessments LLC	Ellicott City, MD
8	Forefront Licensing LLC	San Francisco, CA
9	Cumming Management Group, Inc.	Los Angeles, CA

In accordance with Chapter 2.16.180 of the City's Municipal Code (RMC), an evaluation committee interviewed and rated the proposals based on each firm's demonstrated competence and professional qualifications in accordance with specific evaluation criteria identified in the RFP. Cumming Management Group, Inc., were identified as the consultants most qualified to perform the tasks listed in the RFP. Staff is recommending that the City Council approve the agreement with Cumming Management Group, Inc., in an amount not to exceed $95,840.

Approval of this agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

ALTERNATIVES:

City Council may elect not to approve the agreement and provide staff alternate direction.

STRATEGIC PLAN:

Supports Priority D (Sustainability).

SUBMITTED BY:
Sean Reilly, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
James Garland, Interim Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Kaitlyn Haberlin, Sustainability Coordinator

FISCAL IMPACT

Fiscal Year: FY 2025-26

Revenue Generating: No

Amount: $95,840

Budgeted Y/N: Y

Account No.: 101164-6106

Additional Appropriation Required: No

Discussion:

Sufficient funding is available in the Development Services Planning Division FY 2025-26 Budget (101164-6106).

Attachments

AProfessional_Services_Agreement_-_Cumming_Group.pdf
B_Cumming_Group_Proposal.pdf
C_RFP20260209TLM_-_Solar_Feasibility_Study.pdf

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of a Solar Feasibility Study ("Agreement") is made and entered in this 2nd day of June, 2026 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Cumming Management Group, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1. City hereby engages Consultant to provide a Solar Feasibility Study at city-owned facilities services for City (the "Services").

1.2. The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1. The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2. Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1. City designates Sean Reilly, Development Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1. The term of this Agreement shall be for a period of twelve (12) months from the Effective Date of this Agreement.

4.2. If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1. Total compensation for Consultant's performance of the Services shall not exceed the amount of Ninety-Five Thousand Eight Hundred and Forty dollars ($95,840). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled ("Fee Schedule") which is attached hereto and incorporated herein by reference.

5.2. Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:
City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:
Christine Marez, Senior Vice President
Cumming Management Group, Inc.
350 S. Grand Avenue
Los Angeles, CA 90071
cmarez@cumming-group.com
Phone: (626) 688-4634
Fax: (213) 408-4665

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1. The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to

City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2. Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1. Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2. Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3. In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1. In the event any action is commenced to enforce or interpret any of 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 the use of in-house counsel by a Party.

8.2. Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3. Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4. This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5. Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6. This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8. If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

CUMMING MANAGEMENT GROUP, INC.

By: _____
Christine Marez, Senior Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Project Understanding

Consultant understands that the City seeks to assess the feasibility of implementing renewable energy and battery storage systems across 24 city-owned facilities. The scope of this initiative includes identifying optimal system locations to maximize energy production and enhance return on investment through a balance of project costs and utility savings.

Under the current NEM 3.0 framework, energy storage plays a critical role in effective self-generation. Accordingly, our analysis will rigorously evaluate storage solutions in conjunction with solar generation capacity to enable peak load shifting and minimize overall utility expenditures.

Leveraging decades of experience in delivering independent solar feasibility assessments, Consultant's Energy Team will execute the tasks outlined herein to provide the City with the most advantageous and cost-effective options.

Project Management and Day-to-Day Oversight

Consultant will provide comprehensive day-to-day management of the project in strict accordance with the approved scope, schedule, and budget agreed upon with the city. All project activities will be managed to reflect the operational standards and service quality expected.

Our project management approach emphasizes proactive coordination, accountability, and transparency. The Project Manager will oversee all staff and resources, ensuring that deliverables remain aligned with the approved budget and scope. At project initiation, we will facilitate a formal project kickoff meeting to establish strategic alignment ensuring full agreement among all key stakeholders regarding project objectives. Ongoing project controls will include weekly progress meetings to keep city staff updated on progress and address any specific questions regarding the project.

Specific technical project tasks and deliverables are described below.

Task 1. Assessment of Past, Current, and Projected Energy Usage

Consultant will conduct a detailed energy usage and cost assessment for each pre-identified City facility. This includes:

- Review of 24–36 months of historical utility bills and interval data
- Analysis of current energy consumption patterns and demand charges
- Forecasting of future energy usage and utility costs with and without on-site renewable energy generation
- Development of baseline load profiles for use in system sizing and financial modeling

Task 1 Deliverables
Comprehensive, site-specific energy baseline for all evaluated facilities

Task 2. Site-Specific Evaluation of City Facilities

24 sites will be assessed for renewable energy and storage potential. Our preliminary assessment of these sites is shown in Table 1 below. For each of these sites, Consultant will complete a thorough analysis that evaluates:

- Structural suitability of rooftops for solar PV systems
- Feasibility of ground-mount or carport solar configurations
- Battery storage siting constraints and electrical room capacity
- Shading analysis, available area, and interconnection pathways
- Approximate system sizing and layout concepts
- Estimated annual and lifetime renewable energy generation
- Compatibility of system operation with ongoing site functions

Task 2 Deliverables
Facility feasibility matrix summarizing opportunities, constraints, and projected system performance

Table 1*: Initial Solar Potential Assessment*

Initial Potential Assessment						
Location	Category	Potential Limitations	Energy/Demand Potential	Parking Canopy Potential	Rooftop	Initial Priority Assessment
Animal Shelter	Community Bldg	N/A	Limited	Limited	Limited	Low
Brookside Park	Park	N/A	Limited	Moderate	N/A	Low
Citrus Center	Office	Mixed Tenant Bldg	Moderate	N/A	N/A	Low
Contemporary Club	Community Bldg	N/A	Moderate	Moderate	None	Medium
Coyazo Park	Park	N/A	Limited	None	None	Low
Crafton Park	Park	N/A	Limited	Limited	None	Low
Eddie and Gloria Flores Senior Center	Community Bldg	N/A	High	High	Moderate	High
Facilities and Maintenance Yard	Facilities	Shared Site with Fire and Police	Moderate	High	Moderate	Moderate
Fire Station 261	Fire	Congested Parcel	Moderate	None	Limited	Low
Fire Station 262	Fire	Congested Parcel	Moderate	None	Limited	Low

Initial Potential Assessment						
Location	Category	Potential Limitations	Energy/Demand Potential	Parking Canopy Potential	Rooftop	Initial Priority Assessment
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Fire Station 264	Fire	Same Address as M&O	N/A	N/A	N/A	N/A
Ford Park	Park	N/A	Limited	High	None	Moderate
Heritage Park	Park	N/A	None	Limited	None	Low
Horace Hinkley Water Treatment Plant	Industrial	Damage/Dust	High	Limited	High	Moderate
Joslyn Senior Center	Community Bldg	Congested Parcel	Moderate	Moderate	Moderate	Moderate
Martinez Park	Park	N/A	Limited	High	None	Moderate
Museum of Redlands	Community Bldg	N/A	High	Moderate	Moderate	High
Polic Department Admin Building	Police	Security Access for Maint	High	High	High	High
Police Station	Police	Same Address as M&O	N/A	N/A	N/A	N/A
Redlands Municipal Airport	Airport	Solar Module Glare	Limited	None	None	Low
Sports Park	Park	Adjacent to Airport / Glare	Limited	High	None	High
City of Redlands Landfill	Industrial	Damage/Dust	High	Limited	Moderate	Moderate
City of Redlands WWTP	Industrial	Same Address as Landfill	N/A	N/A	N/A	N/A

Task 3. Financial Feasibility and Cost-Benefit Analysis

Consultant will conduct a full financial assessment to determine the lifecycle costs, benefits, and economic value of solar and storage deployment across evaluated City facilities.

- **Market-Based Cost Estimate.** Prepare an analysis of the expected project costs based on optimized design scenario including O&M costs, and long-term equipment replacement expenses.

- **Financial Modeling and Proforma Development.** Consultant will develop detailed cost/benefit analyses for each viable system, including:
    - Capital cost estimates and lifecycle cost modeling
    - Cash flow analysis for ownership and financing structures
    - Scenario modeling for solar-only and solar-plus-storage
    - Energy cost savings projections under current SCE rate schedules
    - Sensitivity analysis for changes in utility escalation, system output, or incentives
- **Energy Cost Savings Projections.** Financial modeling will include:
    - Baseline utility cost forecast
    - Post-solar/battery savings scenarios
    - Demand reduction modeling (if applicable)
    - Analysis of bill impacts under SCE's evolving rate environment
- **Incentives, Credits, and Funding Opportunities.** Consultant will evaluate the following federal, state, and local incentive opportunities and integrate into financial models:
    - Federal Investment Tax Credit (ITC) and municipal direct-pay provisions
    - Federal and state grant programs
    - California energy storage and resiliency incentives
    - Expected future programs or market developments

Task Deliverables

- Recommended configurations for maximizing City savings
- Site-specific cost/benefit analyses ranked according to financial performance

Task 4. Regulatory, Policy, and Market Trend Review

Consultant will evaluate applicable regulatory requirements and industry trends that may impact the City's renewable energy program.

Review of Current & Anticipated Laws and Regulations

Analysis will include:

- Current and proposed SCE tariffs, NEM 3.0, and DER policies
- CPUC regulatory proceedings and General Rate Case implications
- Federal and state renewable energy mandates and legislative updates
- Local permitting and fire code requirements impacting system design

Technology and Market Trend Assessment

Consultant will review:

- Solar and battery storage cost trends and efficiency improvements
- EV charging integration approaches
- Long-duration storage, microgrid preparedness, and resiliency strategies
- Anticipated market developments that may benefit future City projects

Utility Rate Escalation Analysis

Using data from FEMP, EIA, CPUC, and SCE filings, Consultant will:

- Validate reasonable escalation assumptions
- Identify inflated vendor escalation assumptions that may create misleading ROI projections
- Provide data-supported escalation ranges for long-term modeling

Task Deliverables
- Overview of potential regulatory, legal and technical impacts that could impact project feasibility.

Task 5. Procurement & Implementation Pathway Analysis

Consultant will evaluate procurement and implementation strategies best suited to the City's needs. This includes:

- Traditional design–bid–build
- EPC procurement
- Lease and Power Purchase Agreement (PPA) options
- Hybrid financing or ownership models
- Phased or multi-stage implementation approaches
- Risk, schedule, and financial implications of each pathway

Task Deliverables
- A recommended procurement strategy based on City priorities

Task 6. Comprehensive Solar Feasibility Report

Consultant will prepare a final report summarizing all findings from Tasks 1 through 5, including:

- Detailed site-specific analyses
- System sizing and production estimates
- Financial modeling results
- Regulatory and technology assessments
- Incentive summaries and procurement recommendations

Draft reports will be submitted to the City for review and comment, and final reports will be issued following incorporation of feedback. All reports will undergo Consultant's formal QA/QC review process prior to submission, ensuring data accuracy, internal consistency and defensible assumptions. The QA/QC process includes independent senior-level technical review, cross-site consistency checks to ensure comparable systems are evaluated using standardized assumptions, and editorial review to confirm that narrative is clear, concise, and suitable for both internal and external audiences.

Task Deliverables
- Draft Feasibility Report
- Final Feasibility Report

Project Closeout & Acceptance

Upon delivery of the final report, Consultant will conduct a final project review with City leadership to:

- Present findings and recommended next steps
- Confirm all objectives have been met
- Document lessons learned and future planning considerations

EXHIBIT "B"

FEE SCHEDULE

Consultant proposes the project cost presented in the table below, not to exceed $95,840.00. Team member costs as presented are fully burdened rates, inclusive of material, travel, and overheads. Consultant recommends a fixed-fee progress-payment cost structure.

Team Member	Role	Rate ($/Hour)
Christine Marez	Sr. Vice President (Account Manager)	$300
Paul Kyllo	Energy Project Director	$250
Brian Mauleon	Senior Energy Engineer	$225
Kristal Estrella	Energy Analyst	$160
John Ballistreri	Sr. Cost Manager	$185

PROPOSED FEE				
Task No.	Task Name	Hours	Total Fee	Weight
1	Assessment of Past, Current, Projected Usage	68	$13,420	14%
2	Site Specific Evaluation of City Facilities	32	$6,360	7%
3	Financial Feasibility and Cost-Benefit Analysis	224	$42,700	45%
4	Regulatory, Policy and Market Trend Review	24	$5,700	6%
5	Procurement & Implementation Pathway Analysis	56	$10,720	11%
6	Comprehensive Solar Feasibility Report	84	$16,940	18%
	Total Fee	488	$95,840	100%

CUMMING GROUP

City of Redlands

Solar Feasibility Study - RFP No. 20260209TLM

February 26, 2026

cumming-group.com



PROPOSAL DOCUMENTS:

SUBMITTAL COVER PAGE

Name of Firm, Entity or Organization:

Cumming Management Group Inc

Federal Employer Identification Number (EIN):

State of California License Number (if applicable): License #C2976512
CA DIR # 1000038377

Name of Contact Person: Christine Marez

Title: Senior Vice President

E-Mail Address: cmarez@cumming-group.com

Mailing Address: 350 S. Grand Avenue, Los Angeles, CA 90071

Street Address (if different): Same

City, State, Zip: Same

Telephone: (626) 688-4634 **Fax:** (213) 408-4665

Organizational Structure – Please Check One:

Corporation [X] **Partnership** [ ] **Proprietorship** [ ] **Joint Venture** [ ] **Other** [ ]

If Corporation:

Date of Incorporation: 4/6/2007 **State of Incorporation:** California

States Registered in as Foreign Corporation:

Authorized Signature:

Print Name: Christine Marez

Signature: Christine Marez

Title: Senior Vice President

Phone: (626) 688-4634

This document must be completed and returned with your Submittal.

RFP # 20260209TLM

PROPOSER'S CERTIFICATION

Submit To: City of Redlands ***Development Services Department*** ***35 Cajon St., Suite 20*** ***Redlands, CA 92373*** ***Phone 909-798-7555 ext. 2***	CITY OF REDLANDS REQUEST FOR PROPOSALS (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT

DUE DATE: February 26, 2026	**DUE TIME: 4:00 PM**	**RFP #20260209TLM**

TITLE: Solar Feasibility Study

VENDOR NAME: Cumming Management Group, Inc.	**PHONE NUMBER:** (626) 688-4634
VENDOR MAILING ADDRESS: 350 S. Grand Avenue, Suite 1900	**FAX NUMBER:** (213) 408-4665
CITY/STATE/ZIP: Los Angeles, CA 90071	**E-MAIL ADDRESS:** cmarez@cumming-group.com

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offer or and have not colluded with any offerors or parties to an RFP whatsoever for any fraudulent purpose."

Addendum #1 (2/11/2026)				
Addendum #	Addendum #	Addendum #	Addendum #	Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for the City of Redlands respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

Christine Marez, Senior Vice President	Christine Marez	February 26, 2026
Authorized Agent Name, Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

CUMMING GROUP

350 South Grand Avenue
Ste. 1900
Los Angeles, CA 90071
T 213 406 4518
cumming-group.com

February 20, 2026

City of Redlands
35 Cajon St., Suite 20
Redlands, CA 92373

Re: Solar Feasibility Study **RFP No. 20260209TLM**

Dear Ms. Munoz,

Cumming Management Group, Inc. ("Cumming Group") is pleased to submit a proposal to the City of Redlands to conduct a solar feasibility study to determine the sites most feasible for renewable energy systems, recommend system configurations, and outline system procurement pathways.

Why the CUMMING GROUP Team?

- Highly credentialed in-house team of energy and sustainability professionals with energy efficiency, renewable energy, climate, green building, sustainability planning, and commissioning expertise.
- Conducted over 260MW+ Solar PV and battery storage feasibility studies and developed renewable energy projects achieving ultra-low-energy and carbon reduction results.
- Specialists in 3rd Party independent energy efficiency and renewable energy contract and financial risk assessments for Cities and Counties within California.
- Portfolio of energy and solar services includes over 100+ public and private clients, including the City of Hanford, City of Calabasas, Judicial Council of CA, Los Angeles County Metropolitan Transportation Authority, the Los Angeles Unified School District and over 70+ School Districts and Charter schools.

After reviewing our enclosed proposal and qualifications, if you have any questions, please do not hesitate to contact me. I will be the designated **Account Manager** for this engagement

Sincerely,

Christine Marez, CIG, LEED AP, ENV SP *(Account Manager)*
Senior Vice President, Sustainability & ESG
Email: cmarez@cumming-group.com
Phone: (626) 688-4634

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Section 1

Executive Summary

Executive Summary

Cumming Management Group Inc. ("Cumming Group") is a privately held California corporation that was founded in 1996. Now in our 29th year, Cumming Group has more than 3,000 employees in 70+ offices worldwide. We offer clients the local knowledge and responsiveness of a small organization, backed by the depth of resources that only a national firm can offer.

Cumming Group has become a recognized leader in energy efficiency, renewable energy, sustainability planning, and climate mitigation services, having developed and implemented strategic sustainability and climate action plans for numerous cities, multi-billion-dollar public agencies, and companies across California and the U.S. Cumming Group is recognized by Engineering News-Record Magazine as one of the Top 4 firms in the United States that **exclusively serve as Owner's Representatives**. We provide independent owner advisory consulting services—never acting as designers or builders—and remain fully agnostic to products and equipment. Our sole focus is delivering exceptional service and successful outcomes that maximize cost savings and align with each project's goals.

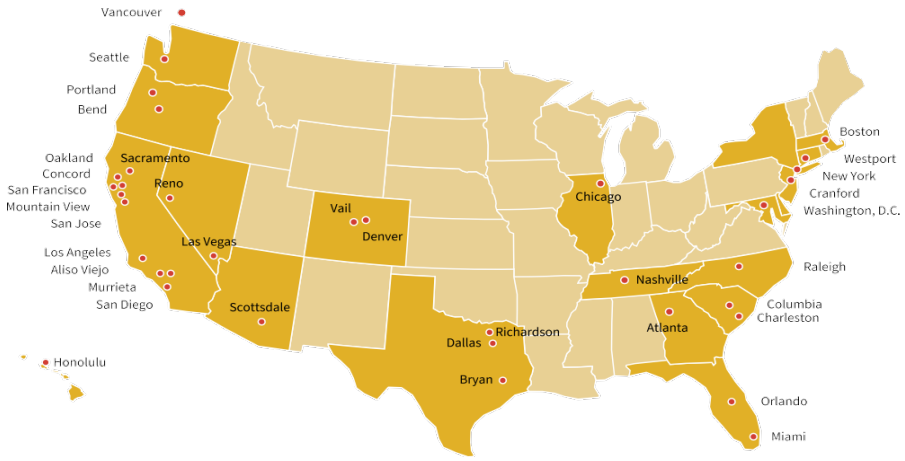
3,000+
TEAM MEMBERS WORLDWIDE

70+
OFFICES WORLDWIDE

29
YEARS IN BUSINESS

40+
SUSTAINABILITY + CLIMATE EXPERTS

#4
RANKING ON ENR'S TOP 100 PM/CM LIST





Core Services

Cumming Group's sustainability team leaders strive to continually demonstrate our commitment to sustainability by delivering innovative solutions to our clients that directly improve their built environment and ongoing operations. Our team has been at the forefront of the changing attitudes, awareness, and legislative and regulatory initiatives regarding sustainability and energy in the design and construction industry

ENERGY + RENEWABLE ENERGY MANAGEMENT

- Energy Benchmarking
- Energy Auditing and Modeling
- Energy Efficiency Project Development
- Net Zero Energy Planning
- Renewable Energy Feasibility Studies (Solar PV/Battery)
- Commissioning and Retro-Commissioning
- Microgrid Feasibility Studies
- Energy Commodities (LCFS) Planning

CLIMATE PLANNING + DECARBONIZATION

- Greenhouse Gas Emissions Measurement and Reporting
- Climate Action Plans (CAP)
- Adaptation and Resiliency Planning
- Embodied and Whole-Life Carbon Assessments
- Decarbonization Planning and Strategy Development
- Decarbonization cost and life cycle financial analysis
- Zero Emissions Vehicle and Transportation Planning

Highly Qualified Team

Cumming Group has assembled a highly qualified team of energy and cost management professionals with extensive experience delivering similar services for cities and public agencies across California and the U.S. Our team understands the full scope of work and is prepared to provide comprehensive planning, technical energy assessments, cost and financial analyses, and project management coordination. We approach each engagement with a commitment to strategic execution, consistent delivery, and strong collaboration with City staff to ensure all project objectives are met efficiently and effectively.



Christine Marez, LEED AP, ENV SP, CIG, Account Manager Christine is an electrical engineer and LEED AP with over 30 years of experience in city, county and public agency projects, delivering energy, sustainability and climate technical solutions, triple bottom line cost analysis, and end-to-end project implementation. She is an expert in renewable energy feasibility studies and financing models. Christine will provide overall leadership to the team and is accountable for the performance of services, technical oversight of deliverables, supervisory and administrative oversight of the Team, contract administration, and performance through strong team trust and relationship development

Project Experience

Cumming Group has conducted independent solar and storage analyses and feasibility studies for dozens of public and private sector clients over the past several years.

SOLAR AND BATTERY STORAGE PROJECT EXPERIENCE

Public Sector Projects

- ABC Unified School District
- Anaheim Elementary School District
- Anaheim Union High School District
- Fullerton Unified School District
- Los Angeles Unified School District
- Long Beach Unified School District
- River Delta Unified School District
- Santa Maria Bonita Unified School District
- San Diego Community College District
- County of San Diego County, Planning & Development Services
- Torrance Unified School District
- Tulare County of Education
- Val Verde Unified School District
- Wasco Unified School District
- Woodlake Unified School District
- City of Calabasas
- City of Grants Pass, Oregon
- City of Hanford
- Judicial Council of California
- Squaxin Island Tribe, Washington

Private Sector Projects

- BioMed Realty
- Coco Palms Resort, Kauai
- Fairmont Orchid, Hawaii
- Hawaii Convention Center, Oahu
- Westin Maui Resort, Maui
- Metropolitan Airport Commission, Minnesota
- New York Climate Exchange Governor's Island, New York
- Ross Stores Central Valley Distribution Center
- Unibail Rodamco Westfield, Nationwide

Section 2

Approach and Methodology

Approach and Methodology

Project Understanding

Cumming Group understands that the City of Redlands seeks to assess the feasibility of implementing renewable energy and battery storage systems across 24 city-owned facilities. The scope of this initiative includes identifying optimal system locations to maximize energy production and enhance return on investment through a balance of project costs and utility savings.

Under the current NEM 3.0 framework, energy storage plays a critical role in effective self-generation. Accordingly, our analysis will rigorously evaluate storage solutions in conjunction with solar generation capacity to enable peak load shifting and minimize overall utility expenditures.

Leveraging decades of experience in delivering independent solar feasibility assessments, Cumming Group's Energy Team will execute the tasks outlined herein to provide the City with the most advantageous and cost-effective options.

Project Management and Day-to-Day Oversight

Cumming Group will provide comprehensive day-to-day management of the project in strict accordance with the approved scope, schedule, and budget agreed upon with the city. All project activities will be managed to reflect the operational standards and service quality expected.

Our project management approach emphasizes proactive coordination, accountability, and transparency. The Project Manager will oversee all staff and resources, ensuring that deliverables remain aligned with the approved budget and scope. At project initiation, we will facilitate a formal project kickoff meeting to establish strategic alignment ensuring full agreement among all key stakeholders regarding project objectives. Ongoing project controls will include weekly progress meetings to keep city staff updated on progress and address any specific questions regarding the project.

Specific technical project tasks and deliverables are described below.

Task 1. Assessment of Past, Current, and Projected Energy Usage

Cumming Group will conduct a detailed energy usage and cost assessment for each pre-identified City facility. This includes:

- Review of 24–36 months of historical utility bills and interval data
- Analysis of current energy consumption patterns and demand charges
- Forecasting of future energy usage and utility costs with and without on-site renewable energy generation
- Development of baseline load profiles for use in system sizing and financial modeling

Task 1 Deliverables
Comprehensive, site-specific energy baseline for all evaluated facilities



Exhibit 1: Example of Helioscope

Task 2. Site-Specific Evaluation of City Facilities

Each of the 24 sites provided in Attachment A will be assessed for renewable energy and storage potential. Our preliminary

assessment of these sites is shown in Table 1. For each of these sites, Cumming Group will complete a thorough analysis that evaluates:

- Structural suitability of rooftops for solar PV systems
- Feasibility of ground-mount or carport solar configurations
- Battery storage siting constraints and electrical room capacity
- Shading analysis, available area, and interconnection pathways
- Approximate system sizing and layout concepts
- Estimated annual and lifetime renewable energy generation
- Compatibility of system operation with ongoing site functions

Task 2 Deliverables
Facility feasibility matrix summarizing opportunities, constraints, and projected system performance

Table 1: Initial Solar Potential Assessment

Initial Potential Assessment						
Location	Category	Potential Limitations	Energy/Demand Potential	Parking Canopy Potential	Rooftop	Initial Priority Assessment
Animal Shelter	Community Bldg	N/A	Limited	Limited	Limited	Low
Brookside Park	Park	N/A	Limited	Moderate	N/A	Low
Citrus Center	Office	Mixed Tenant Bldg	Moderate	N/A	N/A	Low
Contemporary Club	Community Bldg	N/A	Moderate	Moderate	None	Medium
Coyazo Park	Park	N/A	Limited	None	None	Low
Crafton Park	Park	N/A	Limited	Limited	None	Low
Eddie and Gloria Flores Senior Center	Community Bldg	N/A	High	High	Moderate	High
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- Expected future programs or market developments

Task Deliverables

- Recommended configurations for maximizing City savings
- Site-specific cost/benefit analyses ranked according to financial performance

Task 4. Regulatory, Policy, and Market Trend Review

Cumming Group will evaluate applicable regulatory requirements and industry trends that may impact the City's renewable energy program.

Review of Current & Anticipated Laws and Regulations

Analysis will include:

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- Validate reasonable escalation assumptions
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Task Deliverables

- Overview of potential regulatory, legal and technical impacts that could impact project feasibility.

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Cumming Group will evaluate procurement and implementation strategies best suited to the City's needs. This includes:

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- Lease and Power Purchase Agreement (PPA) options

- Hybrid financing or ownership models
- Phased or multi-stage implementation approaches
- Risk, schedule, and financial implications of each pathway

Task Deliverables
- A recommended procurement strategy based on City priorities



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Cumming Group will prepare a final report summarizing all findings from Tasks 1 through 5, including:

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- System sizing and production estimates
- Financial modeling results
- Regulatory and technology assessments
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- Final Feasibility Report

Project Closeout & Acceptance

Upon delivery of the final report, Cumming Group will conduct a final project review with City leadership to:

- Present findings and recommended next steps
- Confirm all objectives have been met
- Document lessons learned and future planning considerations

Section 3

Organization & Staffing

Team Qualifications

Cumming Group's team comprises energy project managers, licensed engineers, sustainability professionals, climate scientists, certified energy managers, cost estimators, and commissioning experts. We bring a deep bench of highly qualified and credentialed team members on whom we can draw and utilize as needed. Our current team has the following qualifications and certifications:

- Certified Energy Managers (CEM)
- Professional Engineer (PE)
- Certified Energy Auditor (CEA)
- Licensed Architect (AIA)
- Existing Building Commissioning Professional EBCP®
- Certified Building Commissioning Professional CBCP®
- SASB Fundamentals of Sustainability Accounting
- CARB Greenhouse Gas Lead Verifier
- GRI Certified Sustainability Professional
- WELL / Fitwel Accredited Professional
- LEED Accredited Professional (LEED AP, O+M, BD+C)
- Envision Sustainability Professional
- TRUE Zero Waste Advisor
- ISO 14001 and ISO 9001 Certified Auditor
- G-PRO Construction Management

Key Personnel

Cumming Group has assembled a highly qualified team of energy and cost management professionals with extensive experience delivering similar services for cities and public agencies across California and the U.S. Our team understands the full scope of work and is prepared to provide comprehensive planning, technical energy assessments, cost and financial analyses, and project management coordination. We approach each engagement with a commitment to strategic execution, consistent delivery, and strong collaboration with City staff to ensure all project objectives are met efficiently and effectively. Cumming Group identifies the following List of Principals who will provide overall leadership and responsibility for the delivery of services. Full Resumes are included following the Project Experience section.

- **Christine Marez, LEED AP, ENV SP, CIG, Account Manager**
  Christine is an electrical engineer and LEED AP with over 30 years of experience in city, county and public agency projects, delivering energy, sustainability and climate technical solutions, triple bottom line cost analysis, and end-to-end project implementation. She is an expert in renewable energy financing models. Christine will provide overall leadership to the team and is accountable for the performance of services, technical oversight of deliverables, supervisory and administrative oversight of the Team, contract administration, and performance through strong team trust and relationship development.

- **Paul Kyllo, CEM, Energy Project Director**
  Paul Kyllo is a senior energy and sustainability professional with more than 20 years of experience delivering technically complex energy efficiency, renewable energy, and carbon reduction projects for public and private sector clients. He has extensive experience in performing energy audits and data analysis, feasibility studies, technology evaluation, and renewable generation financing solutions. Paul will be the Day-to-Day contact and lead the technical team in the energy efficiency and financial assessment of the projects.

- **Brian Mauleon, P.E., Senior Energy Engineer**
  Brian is the Senior Engineer and Program Manager of Energy Resiliency at Cumming Group, responsible for delivering industry-leading expertise for private clients as well as public and educational agencies. Brian brings a unique combination of deep engineering knowledge and financial insight to develop comprehensive energy strategies. He will lead the technical analysis, supported by our team energy analysts, cost managers, and renewable energy finance experts to complete the assessment and produce the technical report and recommendations.

Project Experience

Cumming Group presents the following representative projects in which we performed comprehensive solar PV and battery storage studies, and financial assessments of energy efficiency and renewable energy systems. These projects demonstrate our proven capability to deliver independent, data-driven assessments that support sound decision-making for public agencies and private clients. Collectively, this portfolio reflects Cumming Group's depth of experience and our ability to successfully manage complex energy initiatives requiring multidisciplinary expertise, rigorous analysis, and a high degree of technical precision.

City of Grants Pass | Grants Pass, OR

Energy and Solar Feasibility Study | March 2024 – August 2024



Cumming Group conducted a feasibility study of the economic performance, environmental resiliency, sustainability, and social benefits of potential solar installations of large solar fields at three city-owned properties. Cumming Group solar experts are providing the city with an analysis of the different possibilities of ownership such as city-owned, community solar, power purchase agreements, and other options for each of the proposed solar arrays. Cumming modeled approximately 16 MW of total solar potential at all three sites and identified mounting configurations specific to each site location based on actual conditions.

San Diego County Planning and Development | San Diego, CA

Battery Energy Storage Systems Technical Report



Cumming Group prepared a Technical Report summarizing the current state of Battery Energy Storage Systems (BESS) for usage as a grid resource. Cumming researched federal, state and local regulations, policies and planning efforts for BESS. Cumming summarized typical use cases for BESS and the co-benefits including electricity reliability, environmental responsibility and economics. In addition, we researched best practices related to the safe installation of BESS by reviewing federal, state and local guidelines including recent actions of municipalities that have been dealing with BESS within their jurisdictions. The effort was used to help inform future planning and siting policies being developed by the Planning Department.

City of Calabasas | Calabasas, CA

Energy Efficiency & Renewable Energy Project Assessment | June 2024 – Present



Cumming Group energy professionals provided an independent assessment of a comprehensive $5M energy efficiency and renewable energy project. The project scope included lighting and HVAC retrofits and installation of solar PV and battery energy storage at four city-owned buildings. Cumming Group reviewed the energy savings calculations and energy models, modeled solar and battery storage capacity and reviewed the financial proformas and summarized findings and recommendations in a report delivered to city leaders. Our effort identified additional energy savings potential and solar capacity than what was originally presented by a large ESCO. As a result, we helped prepare and manage a competitive solicitation and evaluated several ESCO proposals that provided the best opportunity for the city. Cumming Group is currently working as an owner's representative overseeing the project implementation phase scheduled through 2027.

Judicial Council of California| Statewide California

Solar Feasibility and Battery Storage Resiliency Feasibility Services | April 2017 - Present

Solar production, financial feasibility analysis, and battery resiliency study at 25 civil and criminal courthouses owned and operated by the State of California. Feasibility included site visits, utility interval data collection, production sizing analysis, financial feasibility, and validation. Battery resiliency was separate study, analyzing full battery back support for 6 hours at each facility. Study analyzed current load, anticipated Solar PV integration, and emergency backup requirements.

Individual Measures Identified: Solar PV arrays at 25-sites, System size 9.9 MW, Battery Resiliency size 7,250 kWh

Measure Savings, Cost, Simple Payback: $10,200,000 NPV (2020 dollars).

City of Salem | Salem, Oregon

Energy Audits + Municipal Energy Master Plan

The City of Salem, Oregon selected Cumming Group to lead the development of its Municipal Energy Master Plan. The project began with a comprehensive analysis of 12 months of utility consumption and billing data for more than 100 City-owned facilities. This effort included mapping utility meters to individual buildings and use types, such as administrative offices, police and fire stations, the airport, museums, libraries, public works facilities, and IT/communications buildings. Findings from the data analysis were used to identify representative buildings within each category for targeted energy audits, based on factors including building vintage, construction type, and mechanical systems serving space conditioning and water heating. These targeted audits captured detailed building and equipment information and identified energy efficiency opportunities across lighting, HVAC, water heating, and building automation systems.

Energy savings, greenhouse gas reductions, and implementation costs were quantified and prioritized to support achievement of defined energy reduction targets aligned with the City's broader sustainability objectives. Results were synthesized into the Municipal Energy Master Plan, which also included supplemental analyses addressing energy resiliency, renewable energy opportunities, and potential project funding strategies. A subsequent phase of work will expand the analysis to municipal operations, including water distribution and wastewater treatment systems.

Wasco Unified School District | Wasco, Ca

Solar PV and Battery Storage Study + Contract Negotiation Services | August 2022 – August 2023

Cumming Group served as lead solar advisor for the assessment of the school District's solar contract and lease agreement. This included complete review of contract documents, rate structures, project financials, and solar modelling to validate system engineering. Cumming Group participated in contract negotiations alongside the district and negotiated a modified project with an estimated additional $2 Million in savings over the original, as well as an addition $20,000 discount applied to the project overall.



City of Hanford | Hanford, CA

Energy Contract Financial Assessment + Contract Negotiation Services | June 2025 – October 2025

The City of Hanford contracted with Cumming Group to evaluate the proposed solar and wastewater treatment plant upgrade projects and perform an independent assessment of its proposed ESCO contract assessment to validate energy efficiency savings, projected financial savings, and identify contract risks. The project included energy upgrades to the existing wastewater treatment plant and 842 kW of proposed solar PV across the project. Cumming Group found the ESCO Contract projected solar production was less than available per site conditions. Additionally, there was inconsistent information provided in the ESCO proposal, as well as numerous contractual and financial risks. Cumming Group helped the city with contract negotiations that resulted in a more financially attractive project with key risk areas addressed in the final contract.

Fullerton Union High School District | Fullerton, CA

Solar PV and Battery Storage Study and Procurement Support Services | February 2020- 2024

Solar production & financial feasibility analysis at 7 high schools and other district owned properties. Provided RFP preparation, bid analysis and validation of contractor's submissions. Managed contracting process and supported project team prior to board approval.

Individual Measures Identified: Solar PV arrays at 7-sites, System size 4.95 MW, PPA Contract Structure
Measure Savings, Cost, Simple Payback: $3,915,000 NPV (2019 dollars)

ABC Unified School District| Artesia, CA

Solar PV Feasibility Study and Procurement Support Services | April 2022 – 2025

Solar production & financial feasibility analysis at 33 sites including elementary, middle, high school, and administrative buildings. Provided RFP preparation, bid analysis and validation of contractor's submissions. Managed contracting process and supported project team prior to board approval.

Individual Measures Identified: Solar PV arrays at 33-sites, System size 7.5MW, PPA Contract Structure
Measure Savings, Cost, Simple Payback: $4,840,000 NPV (2020 dollars)

CUMMING GROUP



Christine E. Marez, LEED AP, ENV SP, CIG, EIT

Principal in Charge

Christine is a Senior Vice President and head of Sustainability and ESG for Cumming's global portfolio supporting our clients to achieve carbon reduction and project and program sustainability goals. She is a LEED AP and ENV SP with extensive experience developing and managing projects in the public and private sectors overseeing decarbonization, sustainability and climate solutions, renewable energy, and battery storage strategies. Christine has over 30 years of experience managing large capital construction programs, and 11 years of experience in electric utility design and construction

EDUCATION

- Bachelor of Science, Electrical Engineering, California State University, Los Angeles

CERTIFICATIONS

- Leadership in Energy and Environmental Design (LEED) Accredited Professional
- Certified Inspector General (CIG)
- Envision Sustainability Professional (ENV SP)
- ISO 20121 Implementation Lead
- GBAC™ Star Accreditation Certified (Global Biorisk Advisory Council)

AFFILIATIONS

- USGBC California, Chair Board of Directors
- Society of Hispanic Professional Engineers (SHPE)
- Construction Management Association of America (CMAA)
- Airports Council International, North America (ACI-NA)

PUBLICATIONS / PRESENTATIONS

- University of Southern California (USC), Guest Lecturer, ESG, 2024
- Yale University Sustainability: Mechanical Systems Usage & Economics, Yale University Sustainability: Mechanical Systems Usage & Economics

REPRESENTATIVE EXPERIENCE

City of Calabasas, Renewable and Energy Efficiency Project Assessment
Christine oversees our work providing an independent assessment of a comprehensive energy efficiency and renewable energy project for the City of Calabasas. The project scope included lighting and HVAC retrofits and installation of solar PV and battery energy storage at four city-owned buildings. Cumming Group reviewed the energy savings calculations and energy models, modeled solar and battery storage capacity and reviewed the financial proformas and summarized findings and recommendations in a report delivered to city leaders. Our effort identified additional energy savings potential and solar capacity than what was originally presented by a large ESCO. Other services included administration of a competitive solicitation and evaluated several ESCO proposals that provided the best opportunity for the city and now focusing on implementation of the selected energy installation firm.

Grants Pass (OR), Solar PV Project Services
Cumming Group is providing the City of Grants Pass Solar Feasibility Studies at three sites, Foothill and Merlin Landfills and the Redwood pump station totaling 15.97. Services include a Feasibility Study of the Economic performance, Environmental Resiliency, Sustainability and Social Benefits of potential solar installations of large solar fields at all locations. Cumming group solar experts are providing the City an analysis on the different possibilities of ownership such as city owned, community solar, power purchase agreements, and other options for each of the proposed solar arrays.

Honolulu International Airport. Solar Generation and Battery Storage Analysis
Cumming energy professionals supported the development the ConRAC solar bus depot procurement for the state of Hawaii. The project is a state effort to deploy an electric bus depot for ConRAC powered by solar photovoltaics (PV) and a battery energy storage system. Cumming services included a review the site's design documents, review and recommend utility rate options, evaluate financial benefit models and recommend financing opportunities. Cumming supported the delivery of a comprehensive RFP text for use within a competitive design-build RFP.

Unibail Rodamco Westfield (URW), Net Zero Carbon Strategy Development, Los Angeles, CA
Christine oversees Cumming Group's team delivering Cumming energy services for 13 flagship client properties across the U.S. He oversees Cumming's energy team of professional engineers, auditors and analysts performing ASHRAE Level II energy audits, data analysis, technical report development, Net Zero measure development, cost

assessments, and Owner project presentations. Cumming has identified and developed measures supporting URW's energy efficiency goal of an overall 20% reduction in energy usage for 2023; and the development of a long-term Net Zero Roadmap for facility operations. She also supports URW with sustainability reporting of all resources and recently developed a dynamic PowerBI dashboard tool to URW executives that achieved a vastly more comprehensive and calculated mode of tracking utility usages and cost analysis in real time house resources data, utility bills, energy usage, demand spikes, and costs. Cumming oversees Client's greater North American Energy and Sustainability portfolio, implementing widespread corporate changes towards carbon reduction during the pivotal period

Solar Project Development, 20+MW Anaheim Union High School District, Fullerton Joint Union School District, Val Verde Unified School District, CA
Development of solar projects for and feasibility studies at multiple school and administrative sites. Solar PV energy services include conceptual design, energy cost savings, risk analysis for each power purchase agreement/lease options, Solar PV project financial pro formas. Management of procurement and project implementation, best value analysis, and construction management.

Judicial Council of California, Solar PV Feasibility Studies
Scope of Services: Cumming also prepared a solar feasibility study to prove viability of alternative energy options. Utility rate analyses were completed for each site and with data based on utility bills from prior 12 months. Results were used in the basis for Project financial proformas that projected utility cost savings expectations based on actual utility tariffs of SCE, LADWP, and SCE sites.

Wasco Unified School District, Solar Contract Evaluation
Cumming supported the Wasco School District's solar contract and lease agreement independent review. This included complete review of contract documents, rate structures, project financials, and solar modelling to validate system engineering. Cumming participated in contract negotiations alongside the district, and negotiated a modified project with an estimated additional $2 Million in savings than the original, as well as an addition $20,000 discount applied to the project overall

Woodlake Unified School District, Solar Contract Evaluation
Woodlake Unified School District, Solar Contract Evaluation
Cumming supported Woodlake USD performing an independent review of a Solar PV contract submitted by a major solar provider vender. Cumming performed a risk assessments and financial analysis of the project and developed a detailed Technical Analysis and Risk Report that included multiple findings and recommendations to reduce investment costs, contract terms, production guarantee; Cumming provided backup cost estimates for all equipment installation including electrical equipment and transformer upgrades.

Clean Jobs Act, Energy Efficiency and Renewable Generation Services, Multiple (60+) K-12 School Districts, CA
Managed and administered tasks associated with CA Energy Commission Prop 39 Guidelines for the development and submittal of CEC energy expenditure plans and requests for over $325 Million of project funds for LED lighting retrofits and HVAC upgrades. Work includes ASHRAE energy auditing, sustainability studies, benchmarking, MEP cost estimating, and Solar PV project development. Over 60+ School District Clients.

CUMMING GROUP



Paul Kyllo, CEM

Energy Project Director

Paul Kyllo is a senior energy and sustainability professional with more than 20 years of experience delivering technically complex energy efficiency, renewable energy, and carbon reduction projects for public- and private-sector clients. As Director of Energy Services at Cumming Management Group, he leads multidisciplinary engineering and project management teams responsible for end-to-end delivery of energy programs, including energy audits and data analysis, feasibility studies, technology evaluation, project design oversight, and implementation of energy efficiency, renewable generation, microgrids, storage, and building electrification solutions. Paul has overseen the technical and economic evaluation of over 500 GW of renewable energy projects, integrated on-site generation and storage with efficiency measures to improve resiliency and reduce operating costs, and supported negotiation and execution of power purchase agreements.

EDUCATION

- Master of Business Administration, Loyola Marymount University, Los Angeles, CA
- Bachelor of Science, Mechanical Engineering, California State Polytechnic University, Pomona

CERTIFICATIONS

- Certified Energy Manager (CEM), Association of Energy Engineers, 2013

TRAINING

- OSHA 30-Hour Construction Safety Training Certificate, 2024

CORE CAPABILITIES

- Energy Analysis
- Contract Negotiations
- Financial Management
- Program Operations
- Strategic Planning
- Technical Writing
- Building Commissioning

AFFILIATIONS

- Western HVAC Performance Alliance, Co-Founder

AWARDS / HONORS

- Technology Transfer Award, Efforts to Commercialize Variable Refrigerant Flow HVAC Equipment in California, Electric Power Research Institute

REPRESENTATIVE EXPERIENCE

City of Grants Pass, Solar Feasibility Study
Paul managed the Cumming Group team conducting a study on the feasibility of reusing existing brownfield locations in Grants Pass, OR for development of utility-scale solar projects. Three sites were evaluated and two recommended for further analysis including assessment of total viable capacity, evaluation of ownership structure, review of local regulatory and legislative requirements for community-based solar, identification of available grant funding opportunities and assessment of financial benefits to the community.

Anaheim Elementary School District, Solar Project Development
Paul managed the team responsible for delivering a solar feasibility study for more than 20 site locations for Anaheim Elementary School District. The project included assessing each site for optimal energy generation, utility energy savings, battery storage feasibility, integration of electric vehicle charging infrastructure, financial investment costs and construction scheduling. Project also involved RFP support, contractor bid review and contract negotiations. Total system size evaluated was 6.2 MW with a construction budget of more than $25M over three years.

City of Calabasas, Renewable & Energy Efficiency Project Assessment
Paul leads the technical team in providing an independent assessment of a comprehensive energy efficiency and renewable energy project for the City of Calabasas. Services include an assessment of the proposed energy and renewable energy project proposed by a large ESCO for lighting, HVAC retrofits and installation of solar PV and battery energy storage at four city-owned buildings. Cumming Group reviewed the energy savings calculations and energy models, modeled solar and battery storage capacity and reviewed the financial proformas and summarized findings and recommendations in a report delivered to city leaders that identified additional energy savings potential and solar capacity than what was originally presented by the ESCO Firm.

San Diego County, Battery Energy Storage Systems
Conducted a comprehensive research study on the deployment of Battery Energy Storage Systems (BESS) in the San Diego region. Study included an overview of storage technologies, use cases for BESS, overview of regulatory and legislative policies

governing use of BESS and best practices in siting, permitting and operations of BESS. The study is part of an ongoing effort by local government officials to ensure proper policies and procedures regarding BESS are in place to mitigate safety concerns within the community in preparation for massive expansion of BESS in support of California greenhouse gas emission reduction goals.

Long Beach Unified School District, Electrification Transition Planning
Paul prepared two separate planning documents to assist Long Beach Unified School District (LBUSD) with the transition of its commercial kitchen equipment from natural gas to electric and its light and medium duty commercial vehicle fleet from combustion engine to electric vehicles. Both plans involved developing a detailed inventory of existing vehicles and equipment, identifying equivalent electric replacements, estimating the transition costs and forecasting the energy and emissions benefits from the transition. The plans also included a transition timeline that considered existing equipment depreciation and/or end-of-life replacement and statewide legislative mandates for electrification.

Unibail Rodamco Westfield (URW), Decarbonization Roadmap
Paul is the Energy Director overseeing the development of a decarbonization roadmap for URW to achieve a 90% reduction in GHG emissions by 2030. Paul managed Cumming's team of professional engineers, auditors and analysts who performed ASHRAE Level II energy audits and renewable generation analyses to identify and prioritize location-specific strategies. Cumming used this information to develop URW's overall roadmap and identified gaps to achieving their goal. Additional opportunities were recommended to close the gaps including replacement of existing R-22 and R-410a refrigerants with lower ODP options.

City of Salem, Municipal Energy Master Plan
Cumming Group is developing a Municipal Energy Master Plan for the City of Salem to align with several strategies contained in their 2022 Climate Action Plan. The first phase of this project is to focus on energy used in municipal buildings and park facilities. Cumming's work involves: Conducting a comprehensive inventory of energy usage of more than 200 facilities; Identifying energy efficiency opportunities related to HVAC, lighting and other electrical equipment; Recommending capital projects to improve building efficiency; Identifying opportunities to increase energy resiliency for critical infrastructure; and cataloging available funding mechanisms to help implement recommended actions

Orange County Transportation Authority HVAC Electrification Study
Paul led the preparation of a comprehensive study to assess the technical requirements and project costs for transition of all existing HVAC systems from natural gas heating to equivalent air-source heat pumps for all OCTA facilities. The project evaluated more than 60 units in use at 5 separate buildings and ranging in size from 1 ton to 40 tons. The analysis identified specific replacement options for each unit and considered the impact to existing electrical infrastructure. A detailed cost analysis was completed to estimate the total replacement cost with electrical upgrades and also estimated the impact to utility and maintenance costs. Different replacement scenarios were proposed that considered the age and condition of existing equipment and aligned with OCTA's energy and sustainability goals.

CUMMING GROUP



EDUCATION

- Master of Business Administration, Arizona State University, Tempe, AZ
- Bachelor of Science, Mechanical Engineering, California State Polytechnic University, Pomona

CERTIFICATIONS

- Professional Engineer (PE), California Board for Professional Engineers, Land Surveyors, and Geologists, 2016
- Certified Building Commissioning Professional (CBCP)

CORE CAPABILITIES

- Energy Efficiency
- Engineering Analysis
- Emerging Technologies
- Energy Auditing
- Monitoring & Verification
- Process Improvement
- Program Pilots
- Project Management
- Risk Management
- Strategic Planning
- Financial Analysis & Modeling
- Strategic & Operational Planning
- Policy Compliance
- Regulatory Compliance
- Construction Management
- Contract Administration

YEARS OF EXPERIENCE

- 13 Years

Brian Mauleon, PE

Senior Energy Engineer

Brian is the Senior Engineer and Program Manager of Energy Resiliency at Cumming Group, responsible for delivering industry-leading expertise for private clients as well as public and educational agencies. He brings a unique combination of deep engineering knowledge and financial insight to develop comprehensive energy strategies. Brian has established energy resiliency and decarbonization projects utilizing his extensive experience in energy efficiency, distributed energy resources, electrification strategies, utility optimization, and long-term capital planning. His approach focuses on strategically aligning technical solutions with clients' financial objectives and sustainability goals. Brian has over 15 years of experience managing complex energy programs, including significant expertise in life cycle cost analysis, demand side management, and integrated energy planning that bridges engineering design with executive decision-making.

REPRESENTATIVE EXPERIENCE

City of Calabasas, Renewable & Energy Efficiency Project Assessment
Brian performed energy and financial analysis to support the independent assessment of a comprehensive energy efficiency and renewable energy project for the City of Calabasas. The project data submitted sole source by a Large ESCO was analyzed using eQuest and Helioscope modeling software in order to provide a recommendation to the City Council on the contract moving forward. The analysis summarized findings and recommendations in a report delivered to city leaders that identified additional energy savings potential and solar capacity than what was originally presented by the ESCO Firm and lower costs by bidding out the work via competitive procurement. As a result, we helped prepare and manage a competitive solicitation and evaluated several ESCO proposals that provided the best opportunity for the city. Cumming Group is currently working as an owner's representative overseeing the project implementation phase scheduled through 2027.

Ross Stores, Renewable Energy Project Assessment
Brian oversees the energy and financial assessment of the 5 solar projects presented to Ross Stores for the Shafter Distribution Center to compare each opportunity and identify the best options available for the facility. This included evaluating energy production, financial investment costs, energy utility savings, and contract terms through the use of Helioscope to model solar and battery production and Energy Toolbase to perform a comprehensive financial model. He oversees the technical team developing a comprehensive financial analysis of the proposed systems comparing project costs and financial proformas and evaluate each opportunity to identify and rank each proposal based on their financial performance.

Judicial Council of California, Solar Feasibility Study
Brian was the lead engineer overseeing preparation of a solar feasibility study to prove viability of alternative energy options. Utility rate analyses were completed for each site and data based on utility bills from the prior 12 months. Results were used as the basis for project financial proformas that projected utility cost savings expectations based on actual utility tariffs of SCE, LADWP, and SCE sites.

Brian also was responsible for planning, scheduling, mobilization, onsite coordination, communication, project payment review, quality assurance, and oversight of crews on two (2) shifts overseeing the replacement and upgrade to LED lighting systems at 22 courthouse buildings.

CA Clean Jobs Act, Energy Efficiency and Energy Generation Services, Multiple (60+) K-12 School Districts, CA

Managed and administered tasks associated with CA Energy Commission Prop 39 Guidelines for the development and submittal of CEC energy expenditure plans and requests for over $225 Million of project funds for LED lighting retrofits and HVAC upgrades. Work includes ASHRAE energy auditing, sustainability studies, benchmarking, MEP cost estimating, and Solar PV project development. Over 60+ School District Clients received the above listed services including Santa Ana USD, Beverly Hills USD, San Francisco USD, Glendale USD, Pasadena USD, La Canada USD, Tustin USD, Alhambra USD, Vacaville USD, San Bernardino USD, West Contra Costa USD, Lake Elsinore USD and Val Verde USD.

Unibail-Rodamco-Westfield, Decarbonization Roadmap

Brian led Cumming Group's field audit team to assess the energy efficiency and renewable energy potential at 11 facilities. Brian then was responsible for analyzing the technical and financial feasibility for proposed measures to achieve URW's decarbonization goals.

Kamehameha Schools, Campus Energy Audits

Brian leads the energy engineering team performing comprehensive ASHRAE Level 2 energy audits for two K-12 campuses with total conditioned building space of nearly 1 million square feet. The team reviewed mechanical, lighting and control systems to identify energy savings opportunities that support Kamehameha School's long-term commitment to sustainability.

Southern California Edison, Senior Manager, Operational Planning

Brian led a team of 16 professionals responsible for developing and prioritizing SCE's annual Transmission & Distribution (T&D) capital and expense budget totaling $3.0B from 2026-35. He set strategic direction for the team to effectively execute on corporate objectives while balancing operational needs and long-term system reliability goals. Brian coordinated with compliance and legal teams to evaluate risk exposure and spend priorities across the T&D portfolio and ensure alignment with General Rate Case filings and regulatory strategy.

As part of this role, Brian led budget optimization through SCE's Integrated Grid Planning & Execution Initiative. Through this effort, he identified $80M in cost saving opportunities through deferred maintenance and operational efficiency improvements that enabled strategic reallocation of funds while continuing to focus on reliable and affordable service to ratepayers.

CUMMING GROUP



Kristal Estrella, CEM

Energy Analyst

Kristal serves as an Energy Analyst and project manager at Cumming Group specializing in energy management and sustainability initiatives. Her role involves overseeing the implementation of energy-saving measures, conducting detailed data analysis on energy usage, and developing strategies to improve operational efficiency for clients across various sectors. Kristal leverages her in-depth understanding of energy markets, regulatory compliance, and energy optimization to deliver impactful, data-driven solutions.

Throughout her career, Kristal has developed expertise in energy analysis, sustainability programs, data management, and stakeholder engagement. She is a Certified Energy Manager (CEM) with the Association of Energy Engineers (AEE) and is fluent in both English and Spanish. Kristal is also proficient in Microsoft Office Suite and other energy management tools.

EDUCATION

- Environmental Policy, Barnard College, Columbia University

CERTIFICATIONS

- Certified Energy Manager (CEM), Association of Energy Engineers (AEE)

CORE CAPABILITIES

- Analysis & Modeling
- Analysis Reporting
- Energy & Sustainable Business Practices
- Energy Analysis
- Energy Conservation Measures
- Forecasting
- LEED
- Presentations/Proposals
- Sustainability & Compliance

LANGUAGES

- English
- Spanish

YEARS OF EXPERIENCE

- 7 Years

REPRESENTATIVE EXPERIENCE

Ross Stores, Renewable Energy Project Assessment
Kristal is the energy analyst supporting our review of 5 solar projects presented to Ross Stores for the Shafter Distribution Center to compare each opportunity and identify the best options available for the facility. This included evaluating energy production, financial investment costs, energy utility savings, and contract terms using Helioscope to model solar and battery production and Energy Toolbase to perform a comprehensive financial model. Kristal also supported the comprehensive financial analysis of the proposed systems comparing project costs and financial pro formas.

LA Metro, Sustainability Reporting, and Data Management Protocol, Los Angeles, CA
Supported the annual development and publication of Los Angeles Metro's annual Sustainability Report and GHG emissions inventory (Scopes 1, 2 and select 3), including all aspects of data collection, trend analysis, report writing, graphics, and report production. Metro reports annually on two sets of sustainability metrics - custom metrics from the agency's 10-year sustainability strategic plan, Moving Beyond Sustainability, as well as the industry standard metrics defined by the APTA Sustainability Reporting guidelines. As such, their report includes 30 different sustainability performance metrics ranging from emissions and natural resource use to workforce development and sustainable procurement. The report conforms with The GHG Protocol, the APTA Sustainability Commitment, and ISO 14064.

Unibail Rodamco Westfield (URW), Los Angeles, CA
Kristal is part of Cumming Group's energy team of professional engineers, auditors and analysts performing ASHRAE Level II energy audits, data analysis, technical report development, Net Zero measure development, cost assessments, and Owner project presentations. Cumming Group has identified and developed measures supporting URW's energy efficiency goal of an overall 20% reduction in energy usage for 2023; and the development of a long-term Net Zero Roadmap for facility operations.

Kamehameha Schools, Campus Energy Audits
Kristal was the primary technical resource performing ASHRAE Level 2 energy audits for the KS Maui and KS Hawaii campuses. Kristal used the site audit findings to analyze

energy savings available from the proposed efficiency measures including mechanical, lighting and control systems. Kristal coordinated closely with the local utility to ensure proposed measures met the technical requirements of available rebate programs.

CalSHAPE, California Energy Commission, California
Kristal supports the energy team and coordinates the implementation of energy projects through the California Energy Commission CalSHAPE program for 70+ K-12 clients, managing the program's requirements for participation including (i) submittal of program funding applications and management of funding awards and distribution, (ii) development of site-specific estimates for the number and type of all HVAC systems at the site. (iii) performance of the HVAC system and delivery of the HVAC Assessment Report inclusive of results and findings. Cumming Group's in-house cost estimators develop line-item costs for materials, labor, and other costs per the CEC allowable labor rates and include brief narratives explaining the use of funds for any other costs.

Crothall Healthcare, Mount Sinai Health System, New York, NY
Previously, Kristal worked at Crothall Healthcare for the Mount Sinai Health System in New York, where she started as an Energy Analyst and advanced to Assistant Director. In this capacity, she analyzed energy consumption data across a network of hospitals, identified opportunities for energy savings, and managed Real-Time Energy Management (RTEM) platforms. Her efforts contributed significantly to a reduction in energy consumption and the optimization of energy management practices.

CUMMING GROUP



John Balistreri

Senior Cost Manager

John has more than 27 years of experience in the construction industry, with a specific focus on mechanical systems. He has experience as a journeyman installer, HVAC and piping foreman, project manager, and HVAC estimator for all project types. John works closely with owners and design professionals to establish budgets and provide important value engineering input to save our clients time and money.

EDUCATION

- Studies in High Performance Leadership & Corporate Culture, LEADon University, San Diego, CA
- Studies in HVAC Design & Engineering, University of California, San Diego
- Studies in Construction & Project Management, Southwestern College, Chula Vista, CA

SOFTWARE SKILLS

- Bluebeam Revu
- FastEST
- Microsoft Office Suite

YEARS OF EXPERIENCE

- 30 Years

REPRESENTATIVE EXPERIENCE

Government

City of Hayward, New South Hayward Youth & Family Center, Hayward, CA

City of Palo Alto, New Operations Center, Palo Alto, CA

County of San Diego, Historic Administration Center Major Systems Renovation, San Diego, CA

GSA Clifton Young Federal Building, USDA/FSA Nevada State Offices Relocation, Reno, NV

GSA Frank Hagel Federal Building, New Fire Pump Room and Fire Sprinkler System Renovation, Richmond, CA

Idaho State Parks - Billingsley Creek, New Single-Story Visitor Center, Hagerman, ID

LYRIC Center, New Annex Building for Social/Community Center, San Francisco, CA

Mary Sue Rich Community Center, Ocala, FL

Mid County Courthouse, New Construction, Riverside, CA

Napa County, Health & Human Services Agency South Campus TI Study, Napa, CA

National Park Service, Mid-Atlantic Sites IDIQ, Eastern U. S.

SANDAG, NAVWAR Property Master Planning – Mobility Hub/Office Bldg./Residential/Retail/Parks, San Diego, CA

Sonoma County, Sheriff's Dept. Admin Bld.g Emergency Power System Upgrade, Santa Rosa, CA

Switzerland- Foreign Office, Building Renovation for New Chicago Swiss Consulate, Chicago, IL

Section 4

References

References

The information requested in this section includes references for the same or similar projects prepared within the past ten (10) years that are similar in size and scope to demonstrate competence to perform these services

Reference No. 1

Client Name: City of Calabasas, Energy Efficiency & Renewable Energy Project Support
Start and End Dates: June 2024 - Present
Project Description: Cumming Group currently supports the City of Calabasas with evaluation and implementation of several energy projects including the assessment of energy efficiency and renewable generation opportunities for city-owned facilities. The team provided an independent review of a proposed ESCO project to complete lighting and HVAC retrofits and install rooftop solar PV at four buildings. Cumming Group reviewed the energy savings calculations and energy models, modeled solar and battery storage capacity and reviewed the financial proformas and summarized findings and recommendations in a report delivered to city leaders that identified additional energy savings potential and solar capacity than what was originally presented by the ESCO Firm. The team is currently providing project management services for the procurement and installation of a comprehensive energy and renewable project based on the assessment that we previously completed.
Key Staff: Christine Marez, Brian Mauleon, Paul Kyllo, Kristal Estrella

Client Project Manager: Scott Trujillo, Assistant City Manager. 818.224.1658. strujillo@cityofcalabasas.com

Reference No. 2

Client Name: City of Grants Pass, Solar Feasibility Study
Start and End Dates: March 2024 – October 2024
Project Description: Prepared a comprehensive feasibility study evaluating the solar potential at three city-owned sites for use in a community solar application. Conducted site visits at two landfills and one wastewater pumping station to assess the suitability for ground mounted solar arrays. Modeled over 8 MW of solar production at the three sites and prepared financial cash flow analyses for multiple ownership options including self-ownership and public/private partnerships. Identified available federal, state and utility incentives, tax credits and grant opportunities for developing brownfield sites for use in solar power generation. Evaluated potential legal and regulatory constraints impacting project implementation.
Key Staff: Paul Kyllo

Client Project Manager: Kyrrha Sevco, Business Operations Supervisor. 541.450.6113. ksevco@grantspassoregon.com

Reference No. 3

Client Name: City of Salem, Municipal Energy Master Plan
Start and End Dates: January 2025 – December 2025
Project Description: Cumming Group was selected to lead the development of the City of Salem Municipal Energy Master Plan. The effort began with a comprehensive review of 12 months of utility consumption and billing data for more than 100 City-owned facilities, including the mapping of utility meters to individual buildings and use types such as administrative offices, police and fire stations, the airport, museums, libraries, public works facilities, and IT/communications buildings. Subsequent phases included energy modeling for all municipal building types, site assessments to assess potential opportunities and forecasting of energy savings potential over the next 10 years following a phased implementation approach.
Key Staff: Paul Kyllo, Brian Mauleon, Kristal Estrella

Client Project Manager: Julianah Douglas, Climate Action Plan Manager. 503.584.4678. jdouglas@cityofsalem.net

Section 5

Proposed Schedule

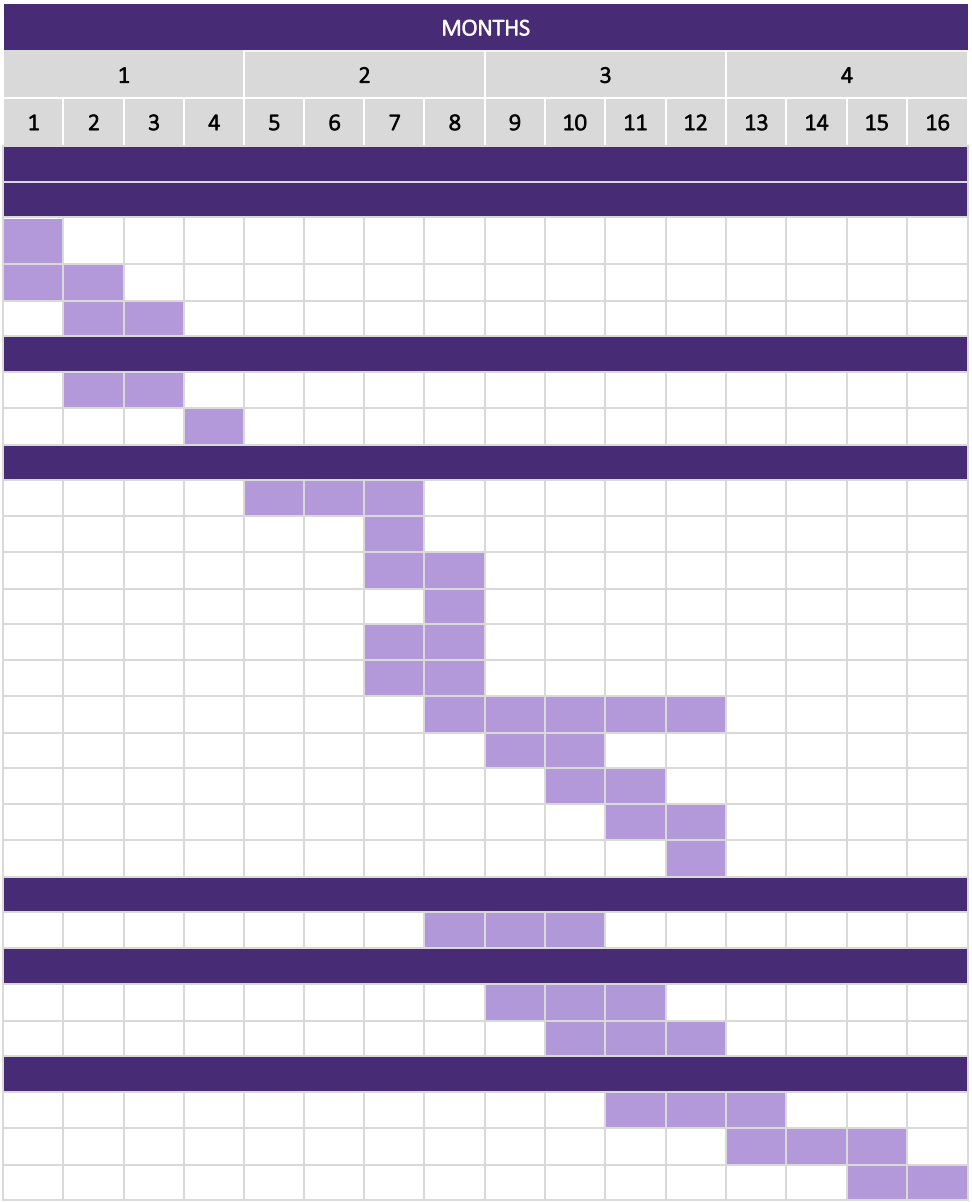
Project Schedule

The expected timeline to complete project tasks is four months from Project Kickoff to Final Recommendation Report review with City. This timeline assumes availability of information to promptly initiate energy baselining and feasibility analysis. The schedule below outlines critical activities and milestones to complete the scope of work.

City of Redlands - Solar Feasibility Study

Project Schedule

Task #	Task Description
1	**Assessment of Past, Current, Projected Usage**
1.01	Kickoff and Alignment Meeting
1.02	Request for Utility Data and Site Drawings
1.03	Baseline site electric energy and demand using utility billing data
2	**Site Specific Evaluation of City Facilities**
2.01	Identify key sites for utility risk exposure and potential benefits
2.02	Deliver Refined Recommendation for Focus Site Analysis
3	**Financial Feasibility and Cost-Benefit Analysis**
3.01	Generate solar/energy storage models for recommended focus sites
3.02	Review initial models proposals
3.03	Update renewable and storage models based on City feedback
3.04	Deliver completed model analysis files
3.05	Import solar/energy storage models for financial modeling
3.06	Conduct utility rate and savings analysis optimizing for NEM 3.0
3.07	Develop cost models and financial alternatives (cash purchase, finance, PPA)
3.08	Evaluate federal, state, and incentive rebates for model forecast
3.09	Prioritize and recommend opportunities with maximum economic value
3.10	Update recommendations based on City Feedback
3.11	Executive Summary of financial review findings with City
4	**Regulatory, Policy and Market Trend Review**
4.01	Assess laws and regulations that may impact generation and storage projects
5	**Procurement & Implementation Pathway Analysis**
5.01	Develop prioritization roadmap for portfolio planning
5.02	Develop recommended procurement strategies and timelines
6	**Comprehensive Solar Feasibility Report**
6.01	DRAFT Recommendations Report
6.02	FINAL Recommendation Report
6.03	Project Closeout and Acceptance



Section 6

Appendix

EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS

Note: Submitter must sign the appropriate statement below as applicable.

(**X**) Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein.

Firm: Cumming Management Group, Inc

Signature: Christine Marez

( ) Proposer takes exceptions to terms, conditions, requirements or specifications stated herein. (Proposer must itemize each exception below and return with the Proposal Form.)

Firm:

Signature:

Proposer should note that any exceptions taken from the stated terms and/or specifications *may,* but not necessarily will be cause for their submittal to be deemed "non-responsive", risking rejecting of the submittal.

Attached are NA additional pages.

This document must be completed and returned with your Submittal

RFP # 20260209TLM

CUMMING
GROUP

cumming-group.com

BUILDING VALUE THROUGH EXPERTIS

City of Redlands

Development Services Department
35 Cajon St., Suite 20
Mailing: P.O. Box 3005
Redlands, Ca 92373
Phone: 909-798-7555 ext.
www.cityofredlands.org

REQUEST FOR PROPOSALS

RFP # 20260209TLM

TO PROVIDE A:

Solar Feasibility Study

Date Issued: February 9, 2026
Date Due: **February 26, 2026, by 4:00 p.m.**

Responses received at:
35 Cajon St., Suite 20, Redlands, CA 92373

Submit electronically via website:
www.cityofredlands.org/RFP

CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Manager. If the Purchasing Division finds it necessary to change any of these dates or times prior to the proposal due date, the change will be accomplished by addendum.

ACTION	COMPLETION DATE
Issue RFP	Monday, February 9, 2026
Pre-Proposal Conference	N/A
Last Day for Questions	Monday, February 16, 2026
Published response to questions	Wednesday, February 18, 2026
Submittals Due	Thursday, February 26, 2026 by 4:00 p.m.
Evaluation Committee Meeting	TBD March 2026
Vendor Presentations	N/A
City Council Approval	April/May 2026

1. BACKGROUND

A) The City of Redlands

The City was incorporated in 1888 and originally founded upon the agricultural (citrus) industry. In the early 20th Century, the successful growth of citrus trees in the local climate led to Redlands becoming one of the largest producers of navel oranges in the world. The financial success of Redlands' founders and farmers resulted in the construction of several new civic buildings and opulent homes, several of which remain in use today, including the A.K. Smiley Public Library, Burrage Mansion, and Kimberly Crest House & Gardens (among many other notable private residences and non-residential buildings). Three U.S. Presidents visited the City in the early 1900s. Additional background information about the historical setting may be found in Chapter 2 "Distinctive City," Section 2.2, of the 2035 General Plan (pg. 2-4).

Redlands is a general law city and has a Council-Manager form of government with five residents elected to the City Council. The City Council Members are elected by district to serve four-year terms. Full-service functions of the City government are carried out by approximately 500 full time and part-time staff members. The City's departments consist of: Police, Fire, Municipal Utilities & Engineering, Management Services/ Finance, Human Resources, Facilities & Community Services, Development Services, A.K. Smiley Public Library, and City Manager's Office. The City covers 36 square miles and has a population of approximately 73,000 residents. The City's biennial adopted General Fund budget for FY 2025 is $127.5 million and for FY 2026 will be $133.2 million.

B) Development Services Department

Development Services includes the following divisions: Building & Safety; Land Use Engineering; Planning; Economic Development; and Administration. The department provides staffing for the Planning Commission and the Historic & Scenic Preservation Commission. Both Commissions consist of seven residents appointed to four-year terms by the City Council. The Director assigns one Planning staff member to perform the functions of the City's historic preservation officer.

2. SCOPE OF SERVICES

The City is seeking a qualified consulting firm to conduct a solar feasibility study. After selection, the consultant will work with the Development Services Department staff to confirm the scope of the study, given the desired budget for the project.

The anticipated scope of work would likely include the following:

Solar Feasibility Study

The City of Redlands is interested in determining the feasibility of renewable energy generation systems and storage across city-owned properties. The final solar feasibility study would be provided to the city as a comprehensive report that includes but is not limited to; an analysis of energy costs and usage, sites that are determined to be feasible for renewable energy systems, recommended system configurations, and system procurement pathways.

All recommended components, systems and equipment shall comply with all applicable state, federal and local laws and the requirements of all permitting and regulatory agencies.

The final study shall include but is not limited to the following:

- Assessment of the City's past, current and projected future energy usage and costs, with and without the generation of on-site renewable energy, on a comprehensive and site-specific basis;

- Site-specific evaluation of pre-identified City facilities (listed in Attachment A[as to the potential and suitability of each site for renewable energy production and storage, including suitability of the site and structures thereon, approximate system sizing and locating, estimated capability of renewable energy generation, and compatibility of the use(s) of the site with the operation of various systems;
- Analysis of the likely costs and benefits of renewable energy systems and storage that will reduce costs and maximize the net economic benefit to City, including maintenance and life-cycle costs, and likely energy cost savings projections for City;
- Review of current and projected operative laws and regulations that could impact City renewable energy generation and storage projects;
- Review of predicted technological advances and market trends that could improve or impact City renewable energy generation and storage projects;
- Review and analysis of state and federal energy credits, rebates, and/or other state or federal benefits or programs from which the City may obtain funding or revenue which are currently available or which are likely to become available in the future; and
- Analysis of possible procurement and implementation pathways for renewable energy systems.

3. SUBMITTAL FORMAT GUIDELINES

Interested firms should provide the City with the following information:

A. Cover Page.

This is to be used as the first page of the submission. Include the RFP number 20260209TLM. This form must be fully completed and signed by an authorized officer of the firm.

B. Executive Summary.

This part of the response to the RFP should be limited to a brief narrative highlighting the proposer's qualifications and experience. Typically, this section should **not exceed two (2)** pages.

C. Approach and Methodology.

Provide a straightforward and concise presentation. The submittal should include a description of your understanding of the City, emphasize a clear understanding of the scope of services required, and demonstrate the necessary resources and personnel to perform the intended services.

D. Firm Information/Organization.

The Proposer must identify the Account Manager who will be working directly with the City and engaged in managing the work. Resumes must be included which reference the individual's qualifications and experience in managing similar projects. List relevant education or other background, relevant certifications, relevant projects worked on, dates showing length of time spent on each project, and the specific duties/responsibilities for each project.

Identify the responsibilities of the key individuals, other than the Account Manager, who will be assigned to the proposed contract, and who will have major responsibilities for performance of the services required. Include resumes that list relevant education or other background, relevant certifications, relevant projects worked on, dates showing length of time spent on each project, and the specific duties/responsibilities for each project.

The City reserves the right to approve or disapprove any change to the successful Proposer's Account Manager. Personnel changes that impact the contract may result in the cancellation of the contract.

E. Staffing.

Provide a list of principals, including sub-contractors, with their qualifications. Upon award of contract, principals may not be changed without approval of the City. Describe firm's support organization, accessibility, and quality assurance methods for optimizing staff utilization.

F. References.

The information requested in this section should include references for the same or similar projects prepared within the past **ten (10) years** that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

i. Names of key staff that participated on named projects and their specific responsibilities.

ii. A summary of your firm's demonstrated capability, including length of time that you have provided the services being requested in this Request for Proposals.

iii. Provide at least **three (3)** references that received similar services from your firm. The City may contact the organizations and individuals. Information provided shall include:
    a. Client name;
    b. Project description;
    c. Project start and end dates; and,
    d. Client project manager name, telephone, and electronic mail address.

G. Fee/Cost Proposal.

A fee proposal should be submitted and include material, supplies, and any associated travel expense rates, if not already included in the personnel rate. This proposal should be in a **separate sealed envelope marked "Fee Proposal"** and your firm's name. Failure to do so may result in your firm's disqualification.

a. Cost Proposal. The Cost Proposal must provide a detailed fee schedule itemizing the services including (but should not be limited to) the following:
b. Hourly rates for regular business hours (state regular business hours).
c. Any addition.
d. Travel or trip charges, if any.
e. Include any minimums that apply
f. Include any alternate pricing structures (such as block of hours).
g. Cost proposal must refer/reference specific Scope of Work items (tasks and sub-tasks).
h. If a specific requested service, function, or option is not offered/ available please indicate.

i. Provide a total cost for this assignment.
j. Include any general comments on pricing, or different levels of service.
k. Pricing should include all fees associated with this task(s).
l. It is expected that all proposers responding to this RFP will offer government or comparable most favorable rates. Any and all discounts offers must be clearly delineated.
m. In addition, all prices must be firm and fixed for this assignment following the notice of award

4. EVALUATION CRITERIA

The following is an outline of the procedures the City will use in the selection process:

1) City organizes the Screening and Selection Committee (Committee).

2) The Committee reviews the RFP submittals from by the prospective vendors.

3) The Committee selects submittals which qualify based on the qualifications and previous experience performing similar work.

4) The Committee will determine and identify the vendors that are qualified to perform the services and will rank the vendors based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required. Vendors with top ranking proposals may be selected for an interview.

5) The Committee will make selection based on qualifications. Negotiations will be undertaken with the firm ranked most qualified with the City's goal being to secure the services at a cost equivalent to the lowest cost offered to the City by an approved and qualified vendor and provides to the City the best long range economic value by the qualified vendors.

6) If a contract cannot be successfully negotiated with the top-rated vendor/firm, the negotiations with the designated vendor/firm may be terminated in writing and negotiations may be started with the next highest rated proposal. This process will continue until the negotiations are successfully concluded with a vendor/firm.

5. PROCESS FOR SUBMITTING PROPOSALS

A. Content of Submittal.

The submittal must use the format as indicated in the format guidelines.

B. Number of Submittals.

Submit **three (3) copies** of your proposal to allow for thorough evaluation and comparative analysis. Proposal should be 8½ x 11 inches, printed two-sided on recycled/recyclable paper, with removable bindings. Exhibits such as time schedules, charts, and fee proposal charts may be printed on larger paper (e.g., 11 x 17 inches). An **electronic copy** of your Proposal (e.g., PDF file) must also be submitted via the PlanetBids website prior to the deadline.

C. Submission of Proposals.

The Proposal shall be signed by an authorized individual of the professional firm. Complete written proposals must be submitted in *sealed* envelopes (and Fee Proposal in a separate *sealed* envelope) and must be received in the Planning Division and on PlanetBids **no later than**

4:00 p.m. Pacific Time on Thursday, February 26, 2026.

The Cover Page of the submittal package shall be prominently marked with the following identification: **"RFP #** 20260209TLM**"** together with the name and address of the submitter.

Proposals can be mailed, hand-delivered, or sent by courier to the following address.

Hand-delivery or courier:
City of Redlands
Development Services Department
Attn: Trish Munoz, Management Analyst Analyst
35 Cajon St., Suite 20
Redlands, CA 92373

U.S. Mail:
City of Redlands
Development Services Department
Attn: Trish Munoz, Management

P.O. Box 3005
Redlands, CA 92373

The City's regular office hours are 8:00 a.m. to 4:30 p.m., Monday through Thursday, and on alternating Fridays (City offices are closed on alternating Fridays and holidays). A 2025 City Calendar is available at: www.cityofredlands.org/pod/questions-contact-us.

D. Conditions for Proposal Acceptance.

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or its entirety, and to waive minor irregularities in any submittal.

6. STANDARD TERMS AND CONDITIONS

Cost for Preparing Submittal.
The cost for developing your submittal is the sole responsibility of the proposer. All submittals become the property of the City of Redlands. Submittals are subject to the California Public Records Act.

Firm's Current Workload and Schedule. Provide information supporting firm's ability to perform in a timely fashion. Present workload of key personnel assigned to this project. Indicate that the personnel listed in the submittal shall be available for and assigned to the City based on illustrated workload. Indicate firm's ability to meet budget and schedule. It will be important to limit response to similar projects based on current and near future workload.

Sub-consultants/Subcontractors. Contractor shall submit a list of sub-consultants and subcontractors (if any). No substitutions shall be made without prior written approval by the

City.

Intangibles. Describe any significant or unique accomplishments or awards for work performed for similar agencies. Provide any additional information which may be relevant to the evaluation of your submission relative to the City's project.

Litigation. Please list any past and/or pending litigation or disputes relating to the work described herein, that the firm has been involved in within the last five (5) years. List shall include project name, nature of litigation, and outcome of litigation (if resolved).

Licenses. *If Applicable:* Firm shall submit proof of licensing as may be required by local, state, or federal agencies to perform the required work.

Proposal Forms:

- Submittal cover page
- Exceptions or Deviations Form.
- Proposer Certification / Addenda Acknowledgement form or No-Proposal Response.
- IRS W-9 Form.

7. **INSURANCE REQUIREMENTS**

A Certificate of Insurance will be furnished by the successful Contractor upon Notice of Award. The certificate(s) shall be completed by the Contractor's authorized agent and submitted to the City's Risk Management Department. The successful Contractor shall not commence any work in connection with the Agreement until it has obtained all of the following types of insurance and shall maintain such insurance for the duration of the Agreement. The Contractor shall secure the minimum insurance coverage described below, and such insurance shall be primary with respect to any insurance or self-insurance programs maintained by the City.

- **Comprehensive Commercial General Liability**. Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Commercial General Liability Insurance in an amount of $1,000,000 per occurrence and $2,000,000 aggregate with an insurance carrier acceptable to the City and name the City as additional insured.

- **Commercial Automobile Liability Insurance.** Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000, combined single limit for bodily injury liability and property damage liability and name the City as additional insured. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles.

- **Workers' Compensation and Employer's Liability Insurance**. If applicable, the Contractor shall obtain, and maintain throughout the life of the Agreement, Workers' Compensation and Employer's Liability Insurance in the amount that meets the statutory requirement and shall be in force with an insurance carrier acceptable to the City. Contractor and any sub-consultants or subcontractors shall comply fully with the California Workers' Compensation Law.

- **Professional Liability Insurance**. If applicable, the Vendor shall obtain and maintain throughout the life of the Agreement Professional Liability Insurance in an amount of $1,000,000 per claims made and $2,000,000 aggregate with an insurance carrier accepted to the City.

- **The Contractor shall instruct their insurance broker to furnish properly executed certificates of insurance to the City.**

    - The name of the insured Contractor, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.

- Certificates of insurance shall clearly evidence coverage required above.
- Certificates of insurance shall be submitted by the broker directly either via email (insurance@cityofredlands.org) or US Mail to: City of Redlands, Risk Management Division, P.O. Box 3005, Redlands, CA 92373. The insurer will notify the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

The city reserves the right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

8. **EXAMINATION OF PROPOSAL DOCUMENTS**

Each vendor shall carefully examine the Specifications and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.

Should a vendor find discrepancies or ambiguities in, or omissions from the Specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the City, in writing or by email to Tricia Munoz at **tmunoz@cityofredlands.org.**

9. **INTERPRETATIONS, CLARIFICATIONS AND ADDENDA**

No oral interpretations will be made to any vendor as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received by the **City before the indicated due date will be given consideration. Post all questions** online at eProcurement system at www.cityofredlands.org/RFP. Answers will be provided posted at the city website, eProcurement system: www.cityofredlands.org/rfp

The City reserves the right to amend this RFQ prior to the proposal due date.
Addenda or addendum will be sent published on the City's website, eProcurement system at *www.cityofredlands.org/rfp*. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be construed as though it had been received and acknowledged and the submission of his/her Proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposal Documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Proposer to verify that he/she has received all addenda issued before Proposals are opened.

In the case of unit price items, the quantities of work to be done and materials to be furnished under this Proposal/Contract are to be considered as approximate only and are to be used solely for the comparison of Proposals received. The City and its Vendors do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Proposer plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and other proposal documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices proposal.

10. **CHANGES / MODIFICATIONS**

The City reserves the right to order changes in the scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. Price adjustments will be based on the unit prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

11. **GOVERNING LAWS AND REGULATIONS**

The Proposer is required to be familiar with and shall be responsible for complying with the City's Purchasing Policies and Procedures, City resolutions, City rules, all federal, state and local laws, ordinances, rules and professional standards or regulations that in any manner affect this

solicitation, the selection process, protests, award of contract, contract management or any other activity associated with this solicitation and the subsequent work required of the successful Proposer.

PREVAILING WAGES

When applicable, the City is subject to the State of California prevailing wage laws as set forth in California Labor Code Section 1770 et seq. The contractor is responsible for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and subcontractors used for a particular project or service. The rates for each classification are posted on the DIR website at http://www.dir.ca.gov/DIRdatabases.html. All contractors performing work for the City are responsible for abiding by all applicable prevailing wage laws, and must furnish the City with Certified Payroll Records upon request.

DIR REGISTRATION AND CONTRACTOR LICENSE REQUIREMENT:

The vendor is responsible for determining whether registration with the California Department of Industrial Relations (DIR) and a valid California contractor license are required for the work to be performed. If applicable, the vendor must be fully compliant with DIR public works requirements and hold the appropriate, active contractor license(s) issued by the California Contractors State License Board (CSLB). The vendor shall provide the City with valid proof of DIR registration and contractor license documentation prior to the commencement of any work.

12. **BLACK OUT PERIOD**

The black out period is defined as between the time the submittals for an Invitation to Bid, Request for Proposals, Request for Proposals or the Invitation to Negotiate, as applicable, are issued by the City's Purchasing Division and the time the City Council awards the contract. During this black out period, any attempt to influence the thinking of City staff or officials for or against a specific cause related to a solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, may result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, oral presentations before the selection committee, contract negotiations, or communications with staff not concerning this solicitation.

13. **CONTRACT NEGOTIATION**

Upon receipt of the submittals, the Selection Committee shall first determine and identify those persons or organizations that are qualified to perform the services and shall rank such persons and organizations based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required.

Second, negotiations shall be undertaken with the person or organization ranked most qualified in an attempt to secure the services at an acceptable cost, in the sole discretion of the City. If the person or organization ranked is unwilling to provide the services at a cost equivalent to such lowest cost: 1) such person or organization may nevertheless be awarded a contract, provided the purchasing agent, city manager or city council, as appropriate, determines the initiating city department director has substantiated that the cost for the services is reasonable and appropriate; or 2) negotiations with the most qualified person or organization may be terminated and the initiating city department may undertake similar negotiations with the other qualified person and organizations in order of rank.

The proposal signed by the successful Proposer along with documentation included in their submittal as required by this solicitation and other additional materials submitted by the Proposer and accepted by the City shall be the basis for negotiation of a contract addressing the requirements of the solicitation. The resulting contract will be approved in accordance with the City's Purchasing Ordinance.

13. **FISCAL YEAR FUNDING APPROPRIATION**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for

succeeding fiscal periods shall be subject to appropriation by the City of funds thereafter. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

14. **PAYMENTS**

Payments shall be made 30 days from the receipt of invoice, and follow all City policies promulgated thereby.

15. **BUSINESS LICENSES**

The successful proposer will be required to obtain a City of Redlands business license prior to commencement of work.

16. **INDEMNIFICATION**

The successful Proposer must fully indemnify the City. Such indemnification will be documented in the contract documents.

17. **RIGHT OF REJECTION**

The City of Redlands reserves the right to reject any and/or all submittals/proposals, reserve the right to waive any informalities or irregularities in the proposal or examination process, reserve the right to select low proposal per item, and reserve the right to award contracts in the best interest of the City.

18. **REFERENCE TERMS**

Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the “City” or the “City of Redlands” shall be construed to refer to the City for which the solicitation was issued and the City shall be the legislative authority for all matters concerning this solicitation or the resulting contract(s).

19. **RIGHT TO AUDIT RECORDS**

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of ten (10) years from the date of final payment under the Agreement and by the sub-contractor for a period of ten (10) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

20. **ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer’s authorized signature affixed to the proposal attests to this.

21. **PROPRIETARY INFORMATION**

Responses to this Request for Proposals, upon receipt by the City, become public records. If any submitter believes that any portion of all of the response is confidential and proprietary, submitter shall clearly assert such exception and the specific legal authority of the asserted exemption. Such designation of an item as a trade secret may be challenged in court by any person. By the proposer’s designation of material submitted to the City as a “trade secret”, the submitter agrees to hold harmless the City for any award to a plaintiff for damages, costs or attorney’s fees and for costs and attorney’s fees incurred by the City by reason of any legal action

challenging the proposer's "trade secret" claim.

22. **ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES**

The Proposer by submitting a proposal acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this proposal/bid for the same prices and/or terms being proposed. The successful Proposer has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Proposer's approval. Without the Proposer's approval, the seeking agency cannot Piggy-Back.

23. **MINIMUM CRITERIA**

The information requested in this RFP should describe your qualifications and projects within the past **ten (10) years** that are similar in size and scope to demonstrate competence to perform these services.

24. **AGREEMENT TERM: Service Period**

To be determined based on the scope of work and negotiated terms.

PROPOSAL DOCUMENTS:

SUBMITTAL COVER PAGE

Name of Firm, Entity or Organization:

Federal Employer Identification Number (EIN):

State of California License Number (if applicable):

Name of Contact Person:

Title:

E-Mail Address:

Mailing Address:

Street Address (if different):

City, State, Zip:

Telephone: **Fax:**

Organizational Structure – Please Check One:

Corporation ☐ **Partnership** ☐ **Proprietorship** ☐ **Joint Venture** ☐ **Other** ☐

If Corporation:
Date of Incorporation: **State of Incorporation:**

States Registered in as Foreign Corporation:

Authorized Signature:

Print Name: _____

Signature: _____

Title: _____

Phone: _____

This document must be completed and returned with your Submittal.

EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS

Note: Submitter must sign the appropriate statement below as applicable.

( ) Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein.

Firm: _____

Signature: _____

( ) Proposer takes exceptions to terms, conditions, requirements or specifications stated herein. (Proposer must itemize each exception below and return with the Proposal Form.)

Firm: _____

Signature: _____

Proposer should note that any exceptions taken from the stated terms and/or specifications *may,* but not necessarily will be cause for their submittal to be deemed "non-responsive", risking rejecting of the submittal.

Attached are _____ additional pages.

This document must be completed and returned with your Submittal

RFP # 20260209TLM

PROPOSER'S CERTIFICATION

Submit To: City of Redlands ***Development Services Department*** ***35 Cajon St., Suite 20*** ***Redlands, CA 92373*** ***Phone 909-798-7555 ext. 2***	CITY OF REDLANDS REQUEST FOR PROPOSALS (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT

DUE DATE: February 26, 2026	**DUE TIME: 4:00 PM**	**RFP #20260209TLM**

TITLE: Solar Feasibility Study

VENDOR NAME:	**PHONE NUMBER:**
VENDOR MAILING ADDRESS:	**FAX NUMBER:**
CITY/STATE/ZIP:	**E-MAIL ADDRESS:**

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offer or and have not colluded with any offerors or parties to an RFP whatsoever for any fraudulent purpose."

_____	_____	_____	_____	_____
Addendum #	Addendum #	Addendum #	Addendum #	Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for the City of Redlands respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

_____ _____

Authorized Agent Name, Title (Print) Authorized Signature Date

This form must be completed and returned with your Submittal

NO-PROPOSAL RESPONSE

City of Redlands
Statement of "No Proposal"

If you do not intend to submit a proposal for this project, please complete and return this form prior to date shown for receipt of proposals to: **City of Redlands, Development Services Department, 35 Cajon St., Suite 20, Redlands, CA 92373, Attn: Trish Munoz**

We, the undersigned, have declined to submit a proposal on your **RFP #** 20260209TLM **Consulting Services for the following reasons:**

_____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)

_____ Insufficient time to respond to Request for Proposals.

_____ We do not offer this product/s or equivalent.

_____ Remove us from your bidders' list for this commodity or service.

_____ Our product schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below).

Remarks:

_____

_____

_____

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number: _____ Date: _____

City Council **AGENDA ITEM NO. I10.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8790 establishing the special tax levy within the City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) (Interim Assistant City Manager Garcia)

MOTION:

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

I move to adopt Resolution No. 8790

RECOMMENDATION:

Staff recommends that City Council adopt Resolution No. 8790.

DISCUSSION:

In March 2004, the City issued $9,545,000 of Community Facilities District (CFD) Bonds for improvements within the District that is bounded by Mountain View Avenue on the west, San Bernardino Avenue on the north, California Street on the east and Lugonia Avenue on the south (CFD 2003-1). The bonds will be repaid by special taxes levied upon the benefiting property owners and are set to mature in September 2033.

Resolution No. 8790 set the 2026-2027 maximum tax rates and authorized the City Clerk to file all necessary information with the San Bernardino County Auditor/Controller no later than the levy deadline of August 10, 2026 (Preliminary Notice of Special Assessments will be provided to the County by DTA Public Finance, Inc. by July 1, 2026, as required).

Exhibit A of Resolution No. 8790 shows the calculation of the Fiscal Year 2026-2027 Special Tax Levy as prepared by DTA Public Finance, Inc., for CFD 2003-1.

It is noted that there is no levy for CFD 2001-1 For FY 2026-2027. CFD 2001-1 was established in August 2001, when the City issued $9,255,000 of Community Facility District (CFD) Bonds for improvements in and around the San Bernardino Avenue/California Street area (CFD 2001-1). The bonds are set to mature in September 2026 and no additional special taxes need to be levied as the CFD has sufficient funds to pay the remaining debt service to close out the CFD.

Detailed reports prepared by DTA Public Finance Inc., showing updates of the development status, the financial obligations and the special tax requirements for Fiscal Year 2026-2027 for each CFD, are on file in the City Clerk's office.

ALTERNATIVES:

The Council may choose to reject, modify or table this item. Note that failure to file the required information with the San Bernardino County Auditor/Controller before the August 10, 2026 deadline will result in the inability to collect this levy and may impact the debt repayment schedule.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Danielle Garcia, Interim Assistant City Manager

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

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

PREPARED BY:
Valerie Abrego, Management Analyst

FISCAL IMPACT

Fiscal Year: 2026-2027

Revenue Generating: Yes

Amount: Various

Budgeted Y/N: Yes

Account No.: Fund 810

Additional Appropriation Required: No

Discussion:

There is no impact to the General Fund. These assessments are pass-through tax levies, wherein the City collects and remits funds on behalf of the Community Facilities Districts. Its indebtedness is not City debt in any way.

Attachments

Resolution_No_8790CFD_2003-1.pdf
CFD_2003-1_Special_Levy-Exhibit_A.pdf

RESOLUTION NO. 8790

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS LEVYING SPECIAL TAXES WITHIN CITY OF REDLANDS COMMUNITY FACILITIES DISTRICT NO. 2003-1 (REDLANDS BUSINESS CENTER)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has formed City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) (the "Community Facilities District"), under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

WHEREAS, the City Council, as the legislative body of the Community Facilities District, is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of certain facilities and to authorize the issuance of bonds secured by the Special Taxes under the Act; and

WHEREAS, the City Council, pursuant to Ordinance No. 2569, adopted by the City Council of the City on January 20, 2004, authorized and levied the Special Taxes within the Community Facilities District; and

WHEREAS, Section 53340 of the Act provides that the legislative body of a community facilities district may provide, by resolution, for the levy of the special tax in the current year or future tax years at the same rate or at a lower rate than the rate provided by ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor on or before the 10th day of August of that tax year; and

WHEREAS, on February 3, 2004, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Redlands Authorizing the Issuance of not to exceed $9,600,000 Aggregate Principal Amount of City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) Special Tax Bonds, Series 2004, Approving the Execution and Delivery of an Indenture, a Bond Purchase Contract and a Continuing Disclosure Certificate and the Preparation of an Official Statement and Other Matters Related Thereto" authorizing the issuance of City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) Special Tax Bonds, Series 2004 (the "Bonds"), in an aggregate principal amount of not to exceed $9,600,000;

WHEREAS, the City Council desires to levy the Special Taxes within the Community Facilities District for Fiscal Year 2026-2027;

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

Section 1. All of the above recitals are true and correct.

Section 2. The City Council hereby levies the Special Taxes for the Fiscal Year 2026-2027 at the maximum rates and with respect to the parcels as set forth in Exhibit A hereto; provided, however, that the City Manager of the Finance Director of the City is hereby authorized, prior to the

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submission to the San Bernardino County Auditor/Controller and upon consultation with the City 's special tax consultant, DTA Public Finance, Inc. (a) to make any necessary modifications to such Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed (provided that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels), or (b) to lower such Special Tax rates to the extent such officer deems necessary upon receipt of the final pricing information, and debt service requirements with respect to, the Bonds. The City Clerk of the City is hereby authorized and directed to file with the San Bernardino County Auditor/Controller no later than August 10th, 2026, a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for Fiscal Year 2026-2027.

Section 3. The officers and agents of the City are, and each of them hereby is, authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of the Special Taxes for Fiscal Year 2026-27 as provided in this resolution.

Section 4. All actions heretofore taken by the officers and agents of the City with respect to the levy of the Special Taxes for Fiscal Year 2026-2027 are hereby approved, confirmed and ratified.

Section 5. This Resolution shall take effect immediately upon its adoption

APPROVED, AND ADOPTED by the City Council of the City of Redlands on this 2nd day of June, 2026.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

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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 2nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

I:\cmo\Resolutions\Resolution No. 8790.CFD 2003-1.bm.05.18.2026.docx

Exhibit A

City of Redlands CFD No. 2003-1
FY 2026-2027 Special Tax Levy

Assessor's Parcel Number	FY 2026-2027 Special Tax
Zone 1	
0167-441-07	$15,433.24
0167-481-16	$97,016.67
0167-501-11	$141,776.22
0167-511-24	$6,639.41
0167-511-25	$6,368.41
0167-511-26	$34,145.53
0167-511-27	$9,394.54
0167-511-28	$8,446.05
0167-511-29	$212,777.25
0167-541-09	$151,441.76
Subtotal	**$683,439.08**
Zone 2	
0167-511-09	$214,990.38
Subtotal	**$214,990.38**
Total FY 2026-2027 Special Tax Levy	**$898,429.46**
Total Number of Parcels Taxed	**11**

City Council **AGENDA ITEM NO. I11.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve quitclaim deed to release an easement on Assessor's Parcel No. 0176-211-11-0000 (Municipal Utilities and Engineering Director Heredia)

MOTION:

If the City Council determines that staff recommendation is appropriate, I move to approve a quitclaim deed to release an easement on Assessor's Parcel No. 0176-211-11 (1780 Country Club Drive, Redlands).

RECOMMENDATION:

Staff recommends that the City Council approve the quitclaim deed to release the easement on Assessor's Parcel No. 0176-211-11 (1780 Country Club Drive, Redlands).

DISCUSSION:

City staff received a request from Florin Rominu, owner of the real property identified as Assessor's Parcel Number 0176-211-11, commonly known as 1780 Country Club Drive, Redlands, concerning the potential abandonment and release of a municipal easement encumbering the southern boundary of the subject parcel. The existing ten-foot-wide easement was originally granted for the installation, operation, and maintenance of a City waterline. However, said waterline has been formally abandoned in accordance with prior City authorization, and no active public utility facilities currently exist within the easement area. The property owner intends to develop the parcel with a single-family residence, and the subject easement constitutes a title encumbrance affecting such development. Accordingly, the owner's title company has required the City to formally vacate and release the easement as a condition precedent to proceeding with the proposed improvements.

Staff has evaluated the request to vacate the subject easement and determined that the easement is not presently required and is not reasonably anticipated to be necessary in the future for the installation, operation, or maintenance of public infrastructure, including water, wastewater, or storm drainage facilities. Accordingly, staff concludes that the easement is surplus to municipal needs and may be relinquished. Therefore, subject to the City Council's discretion and approval, the City may proceed with the formal release of the easement.

ALTERNATIVES:

The City Council may choose to not release the easement and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Monica Heredia, Municipal Utilities and Engineering Director

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

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

PREPARED BY:
Goutam Dobey, City Engineer

FISCAL IMPACT

Discussion:

There is no fiscal impact associated with this action.

Attachments

A_Letter_of_Request.pdf
B_Quitclaim_Deed.pdf

February 25, 2026

To whom it may concern,

Re: 1780 Country Club Dr 10” main water line easement

Dear Mr Goutam,

I am writing regarding the easement that exist on my property ant 1780 Country Club Dr. Redlands, Ca 92373, which is on the south side of the property. This easement was for 10” main water line. Per engineering department as you know approved a connection of two pipes on Mariposa and Country Club intersection in order to abandon the water line altogether from Palo Alto Dr., County Club Dr. intersection and Country Club Reservoir lake. This work was effectuated on Dec 2025. With this being said, there is no longer an active water line on my property. Thats why I request to vacate the easement on my property.

Attached is a copy of assessor’s map showing the property. The easement area is colored in green.

Feel free to contact me with any questions you may have?

Thank you

Florin Rominu

[redacted]

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name Florin Rominu

Street Address 1637 Henrietta Street

City & State Zip Redlands, California 92373

Title Order No. Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed

THE UNDERSIGNED GRANTOR (S) DECLARE (S) APN: 0176-211-11

DOCUMENTARY TRANSFER TAX IS $ _____

☐ unincorporated area City of Redlands

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

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

City of Redlands, a Municipal Corporation

hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

Mina Rominu, Trustee of the ANJMMT Irrevocable Trust dated 01/10/2019

the following described real property in the City of Redlands

County of San Bernardino , state of California

PER LEGAL DESCRIPTION AS DESCRIBED ON EXHIBIT "A"
AND SHOWN ON EXHIBIT "B" ATTACHED HERETO

Dated _____

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 _____

On _____ before me,

_____
(here insert name and title of the officer)

,notary public, personally appeared _____

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Signature _____

City of Redlands, a Municipal Corporation

_____

By:

_____

_____

_____

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name Street Address City, State & Zip

EXHIBIT "A"
QUITCLAIM OF EASEMENT
LEGAL DESCRIPTION

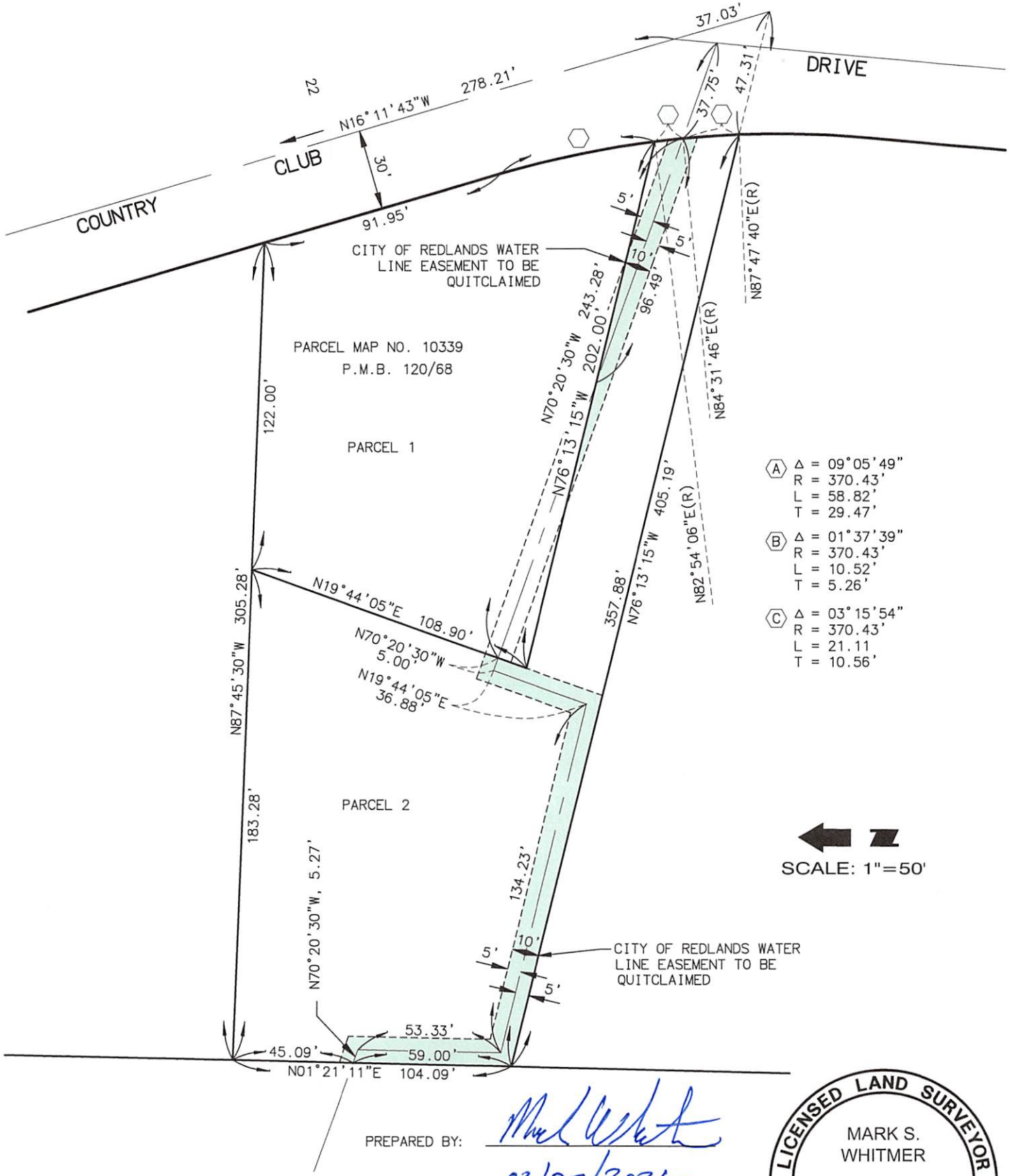
QUITCLAIM OF THAT CERTAIN WATER LINE EASEMENT LYING WITHIN PARCEL 2 OF PARCEL MAP NO. 10339, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER PLAT RECORDED IN BOOK 120 OF PARCEL MAPS, PAGE 68, RECORDS OF SAID COUNTY.

PREPARED BY: _____

DATE: 02/25/2026



EXHIBIT "B"
QUITCLAIM OF EASEMENT



PREPARED BY: Mark Whitmer

DATE: 02/25/2026

LICENSED LAND SURVEYOR
MARK S. WHITMER
L.S. No. 5535
STATE OF CALIFORNIA

89/021

PARCEL MAP NO. 10339

BEING A SUBDIVISION OF LOT 32, TRACT NO. 4225, COUNTRY CLUB ESTATES NO. 3, IN THE CITY OF REDLANDS, AS PER PLAT RECORDED IN BOOK 55 OF MAPS, PAGES 14 & 15 OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

HICKS & HARTWICK — OCTOBER, 1987 — ENGINEERS - SURVEYORS

SURVEYOR'S CERTIFICATE

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Dorothea Hartzell in June, 1987, and all monuments shown hereon are of the character and occupy the positions indicated. I hereby state that this Parcel Map substantially conforms to the approved or conditionally approved tentative map, if any.

Dated Oct. 22, 1987

Harold R. Hartwick
L.S. No. 2851

REGISTERED LAND SURVEYOR — HAROLD R. HARTWICK — No. 2851 — Expires: June. 1988 — STATE OF CALIFORNIA

CITY ENGINEER'S CERTIFICATE

I hereby certify that I have examined this map, that the subdivision shown thereon is substantially the same as it appeared on the tentative map and any approved alterations thereto, and that all the provisions of the Subdivision Map Act and the City of Redlands Ordinance No. 1562 have been complied with, and I am satisfied that this map is technically correct.

Dated 10-22-87

Ronald C. Mutter, City Engineer
City of Redlands

REGISTERED PROFESSIONAL ENGINEER — RONALD C. MUTTER — 22129 — CIVIL ENGINEERING — EXP 3-31-90 — STATE OF CALIFORNIA

CITY COUNCIL'S CERTIFICATE

I hereby certify that the Council of the City of Redlands by Council Action adopted Oct. 20, 1987, approved this map and accepted the Water Line Easement as shown on said map.

Dated 10-22-87

City Clerk, City of Redlands

AUDITOR'S CERTIFICATE

I hereby certify that according to the records of this office, as of this date, there are no liens against the real property shown upon this map for unpaid State, County, Municipal, or local taxes or special assessments collected as taxes.

Dated: Oct 27, 1987

Errol J. Mackzum, County Auditor
County of San Bernardino

By Janet J. Hill Deputy

OWNER'S CERTIFICATE

I hereby certify that I am the only party having any record title interest in the land subdivided as shown on this map within the heavy border line, and I consent to the preparation and recordation of this Parcel Map, and I hereby offer to dedicate to the City of Redlands for public use, the Water Line Easement as shown on said map, within said subdivision.

Dorothea Hartzell
Dorothea Hartzell

NOTARY ACKNOWLEDGMENT

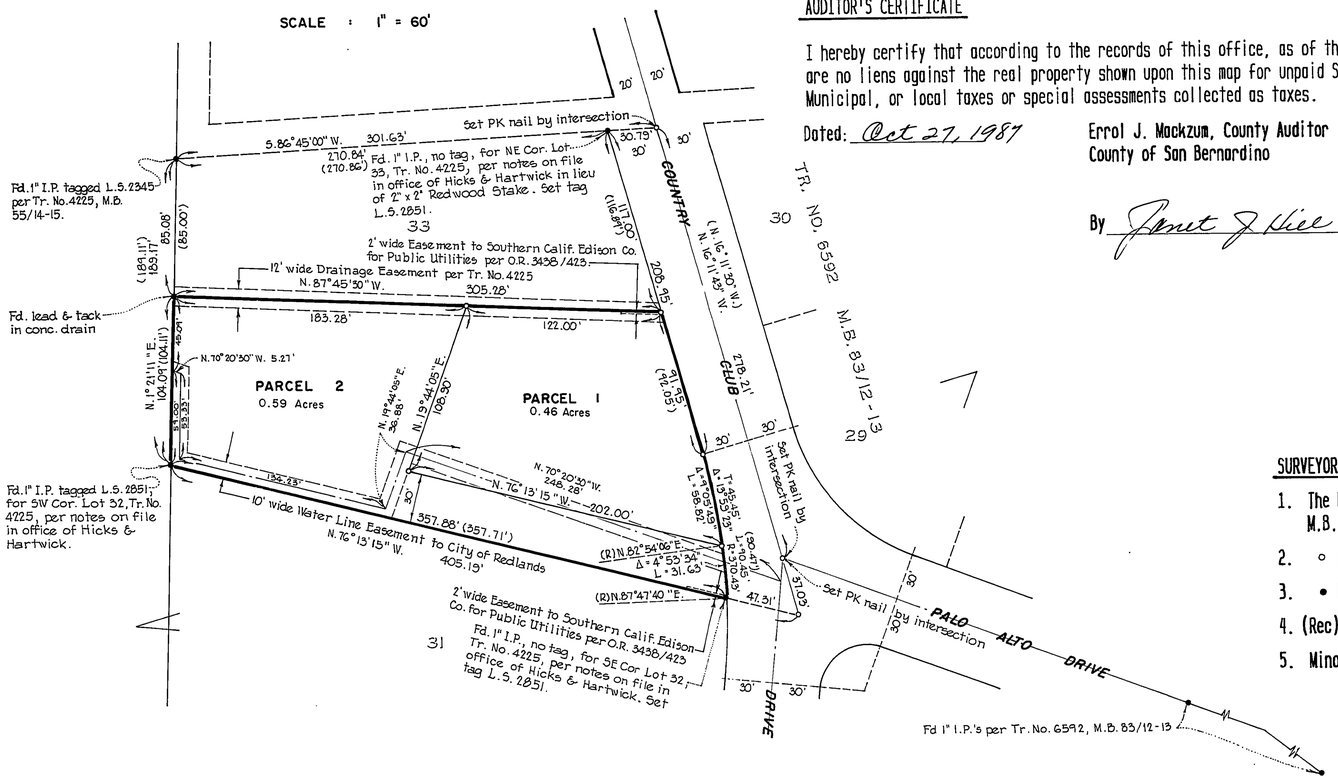
State of California)
County of San Bernardino) ss:

On October 14, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Dorothea Hartzell, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument and acknowledged to me that she executed it.

WITNESS my hand and official seal:

Elaine V. Leathy
Signature

OFFICIAL SEAL
ELAINE V. LEATHY
Notary Public-California
Principal Office In
San Bernardino County
My Comm. Exp. Apr. 19, 1989



SURVEYOR'S NOTES

1. The basis of bearings for this map is the North line of Lot 33, Tr. No. 4225, M.B. 55/14-15, shown as N.86°45'00"E.
2. ○ Denotes set 1" I.P. tagged L.S. 2851.
3. • Denotes found monument as shown.
4. (Rec) Denotes record data per Tr. No. 4225, M.B. 55/14 & 15.
5. Minor Subdivision No. 168.

87-388611

FILED REQUEST OF
Commonwealth Land Title Ins. Co
ON Oct. 30, 1987
AT 12:05 P.M. IN
BOOK 120 PAGE 68
OF Parcel Maps
SAN BERNARDINO COUNTY RECORDER
FEE $6.00

120/68

City Council **AGENDA ITEM NO. I12.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8784 relating to Senate Bill No. 1 Road Repair and Accountability Act (SB1) Project List and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Heredia)

MOTION:

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

I move to adopt Resolution No. 8784.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8784 and determine that adoption of Resolution No. 8784 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act and adopt Resolution No. 8784.

DISCUSSION:

In April 2017, the California Legislature passed Senate Bill No. 1, the Road Repair and Accountability Act (SB1). In order to address basic road maintenance, rehabilitation, and critical safety needs on both the California state highway system and local street and road systems, SB1 dedicated approximately $1.5 billion each year statewide through the following:

- Increased per-gallon fuel taxes;
- Increased per-gallon diesel fuel excise taxes;
- Increased vehicle registration fees; and
- Provided for inflationary adjustments to tax rates in future years.

To be eligible for SB1 funding, cities must submit a proposed project list adopted by resolution to the California Transportation Commission (CTC) each year. Once reviewed and adopted by the CTC, the list of cities eligible for funding is sent to the State Controller to begin the apportionment process. The proposed project list may be adjusted as funding is received, and constructed projects must have a minimum of twenty (20) years of estimated service life. For Fiscal Year 2026/27, staff proposes to adopt the attached project list and to utilize the estimated $2,061,965 SB1 funding allocation to supplement the Pavement Management Program (PMP) 2026 Street Resurfacing Project.

Adoption of Resolution No. 8784 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since this action will not significantly impact the environment.

ALTERNATIVES:

The City Council may deny the staff recommendation and provide alternative direction, although this will delay reimbursement of SB1 program funding to the City.

STRATEGIC PLAN:

Priority D - Strategic Objective 3. Infrastructure: Engineer and construct transportation facilities to accommodate all potential users – motorists, cyclists and pedestrians.

SUBMITTED BY:
Monica Heredia, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
James Garland, Interim Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Gerard Nepomuceno, Senior Civil Engineer

FISCAL IMPACT

Fiscal Year: FY 2026/27

Revenue Generating: Yes

Budgeted Y/N: Y

Account No.: 211910

Additional Appropriation Required: No

Discussion:

This action has no fiscal impact. The Fiscal Year 2026/27 proposed budget includes the revenues and expenditures related to SB1 funding.

Attachments

A_Resolution_No_8784_SB1_Project_List.pdf
B_Exhibit_A_to_Resolution_No_8784.pdf

RESOLUTION NO. 8784

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING A ROAD REPAIR AND ACCOUNTABILITY ACT PROJECT LIST FOR FISCAL YEAR 2026/27

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of City of Redlands (City) are aware of the projects proposed for funding in our community, including which projects have been completed each fiscal year; and

WHEREAS, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $2,061,965 in RMRA funding in Fiscal Year 2026/27 from SB 1; and

WHEREAS, this is the tenth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for travelers that would not have otherwise been possible without SB 1; and

WHEREAS, the City used the Pavement Management Program (PMP) to determine the SB 1 project list and ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will supplement other funding to rehabilitate approximately twenty-nine (29) lane miles throughout the City in the PMP 2026 Street Resurfacing Project; and

WHEREAS, the SB 1 project list and overall investment in local streets and roads infrastructure will help the City continue funding its Pavement Management Program by focusing on basic maintenance, safety, complete streets infrastructure, and the use of innovative technology, materials, and practices;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands, as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The following proposed project list is attached hereto as Exhibit "A" and

may utilize fiscal year 2026/27 Road Maintenance and Rehabilitation Account revenues in their delivery. With the listing of these projects in the adopted fiscal year resolution, the City is affirming to the public and the State its intent to fund these projects with Road Maintenance and Rehabilitation Account Revenues:

> PMP 2026 Street Resurfacing Project will maintain and rehabilitate approximately twenty-nine (29) lane miles of various streets in the City of Redlands. The maintenance efforts include slurry sealing, crack filling, crack sealing, and asphalt grind & overlay. The rehabilitation efforts include removing and replacing existing asphalt, grinding and overlay with hot mix asphalt, and full-depth reclamation. It also includes restriping, replacing traffic loops, manhole rim adjustment, etc. The project is anticipated to begin construction in fall 2026, with an estimated construction timeline of six (6) months and an estimated project life of at least 20 years where reconstruction methods are implemented.

Section 3. Adoption of this Resolution has no environmental impact and therefore such action is exempt from review under the California Environmental Quality Act ("CEQA") in accordance with State CEQA guidelines section 15061 (b)(3).

ADOPTED, SIGNED AND APPROVED this 2nd day of June, 2026

_____
Mario Saucedo, 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 2nd day of June, 2026, by the following vote.:

A YES :
NOES:
ABSTAIN :
ABSENT :

_____

Jeanne Donaldson, City Clerk

EXHIBIT “A”

PMP 2026 STREET RESURFACING PROJECT

[ATTACHED]

PMP 2026 STREET RESURFACING PROJECT

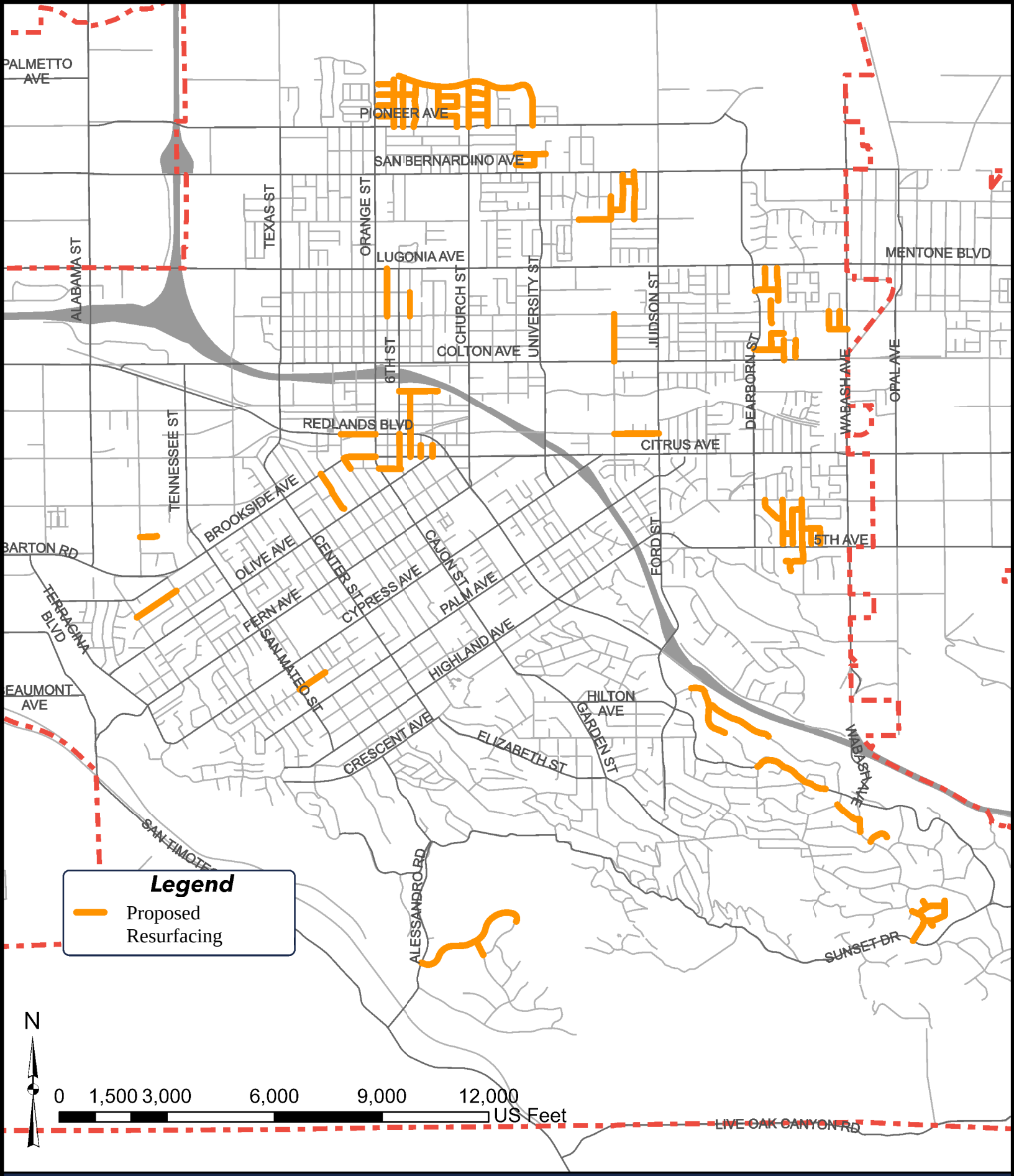
STREET SEGMENTS

No.	*Street Name*	*From Street*	*To Street*
1	5TH ST	REDLANDS BLVD	ALLEY WAY
2	6TH AVE	LA SALLE ST	WABASH AVE
3	6TH ST	REDLANDS BLVD	OLIVE AVE
4	7TH ST	ALLEY N OF CITRUS AVE	STATE ST
5	8TH ST	CITRUS AVE	STATE ST
6	9TH ST	CITRUS AVE	STATE ST
7	ALTA ST	WESTERN AVE	LUGONIA AVE
8	ALTA ST	PIONEER AVE	HUBBARD CT
9	ALTA MIRA DR	PUESTA DEL SOL	Dead End
10	ALTA MIRA PL	ALTA MIRA DR	Dead End
11	ANDERSON CT	Dead End	DUKE ST
12	BEAL CT	Dead End	DUKE ST
13	BEATTIE LN	Dead End	GLOVER ST
14	BRIAN CT	SHIRLEY LN	Dead End
15	BRIGETTE CT	SHIRLEY LN	Dead End
16	CAVE ST	PIONEER AVE	RIVERVIEW DR
17	CENTRAL AVE	GROVE ST	JUDSON ST
18	CHURCH ST	PIONEER AVE	RIVERVIEW DR
19	CITRUS AVE	EUREKA ST	CAJON ST
20	DONNA DR	HIGHLAND AVE	JESSE WAY
21	DOYLE AVE	OCCIDENTAL DR	DEANNA WAY
22	DUKE ST	BEAL CT	PIONEER AVE
23	EUREKA ST	VINE ST	CITRUS AVE
24	GABRIELLE WAY	LA SALLE ST	5TH AVE
25	GLOVER ST	PIONEER AVE	RIVERVIEW DR
26	GOLDEN WEST DR	PATRICIA DR	GOLDEN WEST DR
27	GROVE ST	PENNSYLVANIA AVE	SHERRY WAY
28	GROVE ST	COLTON AVE	BROCKTON AVE
29	HEATH ST	MAPLE AVE	Dead End
30	HUBBARD CT	ORANGE ST	ALTA ST
31	JESSE WAY	HIGHLAND AVE	Dead End
32	KELLY ST	SANDRA WAY	SAN BERNARDINO AVE
33	KINGSBURY DR	PIONEER AVE	RIVERVIEW DR
34	KNIGHTSBRIDGE LN	WATERFORD AVE	KENSINGTON DR
35	LA MIRADA DR	VALLEY VIEW DR	WABASH AVE
36	MAGNOLIA AVE	LAKESIDE AVE	BELLEVUE AVE
37	MAPLE AVE	DEARBORN ST	JASMINE ST
38	MARIPOSA DR	WABASH AVE	Dead End
39	MENDOCINO WAY	NAPLES AVE	WABASH AVE
40	MENLO AVE	KENSINGTON DR	MERCED ST
41	MIRADERO DR	PUESTA DEL SOL	ALTA MIRA DR
42	MIRADERO PL	Dead End	MIRADERO DR
43	NELSON ST	PENNSYLVANIA AVE	SAN BERNARDINO AVE
44	ORIENTAL AVE	EUREKA ST	TEXAS ST
45	PARKER CT	Dead End	KANSAS ST
46	PUESTA DEL SOL	VIA DEL SOL	SUNSET DR

PMP 2026 STREET RESURFACING PROJECT

STREET SEGMENTS

No.	*Street Name*	*From Street*	*To Street*
47	REDLANDS BLVD	ORANGE ST	1ST ST
48	RIVERBEND DR	PIONEER AVE	RIVERVIEW DR
49	SANDRA WAY	GROVE ST	KELLY ST
50	SHIRLEY LN	LA SALLE ST	BRIGETTE CT
51	SINCLAIR CT	CHURCH ST	DUKE ST
52	STATE ST	6TH ST	7TH ST
53	STICKNEY CIR	OCCIDENTAL DR	DOYLE AVE
54	SUE AVE	JESSE WAY	GABRIELLE WAY
55	SUNSET DR	MARGARITA DR	KIMBALL LN
56	VACHE CIR	KINGSBURY DR	SOLANO WAY
57	VINE ST	CAJON ST	6TH ST
58	VINTON WAY	SUNSET DR	Dead End
59	WATERFORD AVE	DEARBORN ST	KENSINGTON DR
60	WATERS CT	DEAD END	ALTA ST
61	YVETTE CT	DEAD END	ALTA ST



City of Redlands

PMP 2026 Street Resurfacing Project

Proposed Locations

City Council **AGENDA ITEM NO. I13.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8770 - Annual Engineer's Reports Preliminary Approval; and Adopt Resolution No. 8771 - Declaration of Intention to Levy Fiscal Year 2026-27 Street Lighting District No. 1 and Landscape Maintenance District No. 1 Assessments (Facilities and Community Services Department Director Crocker)

MOTION:

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

1. I move to adopt Resolution No. 8770; and

2. I move to adopt Resolution No. 8771.

RECOMMENDATION:

Staff recommends City Council adopt Resolution No. 8770 preliminary approving the annual Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1, and Resolution No. 8771 declaring the City Council's intention to levy and collect assessments for fiscal year 26/27 and scheduling a June 16, 2026, Public Hearing to receive comments related to levying assessments within these districts.

DISCUSSION:

On July 7, 1987, City Council ordered the formation of Landscape Maintenance District No. 1 (LM District), which was established to ensure satisfactory levels of maintenance are provided. LM District assessments provide funding for labor, materials, and equipment associated with landscape services provided by the City within the LM District. These services include turf and ground cover maintenance, irrigation, tree and vegetation maintenance, and LM District management.

On September 19, 1989, City Council ordered the formation of Street Lighting District No. 1 (SL District), which was established to generate funding for electricity to power streetlights, labor, material, and equipment costs to replace burned-out or damaged streetlight bulbs, damaged streetlight poles, and provide SL District management. On May 5, 2026, City Council approved Donald Young, One-Stop Permit Center Manager, as the Assessment Engineer for both districts. In the role of Assessment Engineer, Mr. Young is responsible for the preparation of the Engineer's Reports required to levy the annual assessments in accordance with the California Streets and Highways Code.

Staff has prepared the comprehensive Engineer's Reports to establish fiscal year 26/27 LM District and SL District assessments that will recover costs for City services within both districts. Appendix "D" of the Engineer's Reports details the assessments and provides a description of specific areas to be assessed. The Assessment District diagrams are also included in each of the Engineer's Reports as Appendix "B." No new areas are proposed for annexation into the districts. A public hearing is required to levy these assessments. The date of the Public Hearing will be set by adoption of Resolution No. 8771. At the Public Hearing, the Council will consider Resolution Nos. 8772 and 8773 to approve the Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1 and implement the assessments for Fiscal Year 2026-2027. A copy of the Notice of Public Hearing is included with this staff report.

ALTERNATIVES:

The City Council may deny the staff recommendation which will result in no imposition of assessments by the San Bernardino County Assessor on property tax bills without adoption of the annual Engineer's Reports.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Tabitha Crocker, Facilities & Community Services Director

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

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

PREPARED BY:
Don Young, One Stop Permit Center Manager

FISCAL IMPACT

Fiscal Year: 26/27

Revenue Generating: Yes

Amount: $54,237.01

Budgeted Y/N:

Account No.:

Additional Appropriation Required: No

Discussion:

The proposed FY 26/27 the Street Lighting District No. 1 and Landscape Maintenance District No. 1 assessments will generate revenues to supplement necessary General Fund costs within the Facilities and Community Services Department budget to provide services within the districts.

Attachments

Attachment_A_-_Resolution_No_8770.pdf
Attachment_B_-_Resolution_No_8771.pdf
Attachment_C_-_10_Day_Notice.pdf
Attachment_D_-_SLD_Engineers_Report.pdf
Attachment_E_-_LMD_Engineers_Report.pdf

RESOLUTION NO. 8770

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS GIVING PRELIMINARY APPROVAL OF THE ENGINEER'S REPORTS FOR FISCAL YEAR 2026-2027 FOR STREET LIGHTING DISTRICT NO. 1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, the City Council of the City of Redlands (the "City Council") has heretofore determined that the public interest, convenience and necessity require the maintenance and operation of street lighting and appurtenant facilities, as set forth in Section 22525 of the Streets and Highways Code, within the incorporated boundaries of the City of Redlands; and

WHEREAS, the City Council has heretofore determined that the public interest, convenience and necessity require the maintenance of landscape and irrigation facilities set forth in Section 22525 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Redlands; and

WHEREAS, Donald Young, One Stop Permit Center Manager, located at 35 Cajon Street, Suite 15A, Redlands, California, has been appointed "Assessment Engineer" with all provisions of Part 2 of Division 15 of the Streets and Highways Code applicable to the Engineer being applied to the "Assessment Engineer;" and

WHEREAS, Sections 22622 and 22623 of the Streets and Highways Code require that an Engineer's Report be prepared and filed annually, specifying the assessments to be levied against the benefitting properties within the City's Street Lighting District No. 1 and Landscape Maintenance District No. 1; and

WHEREAS, the Assessment Engineer has prepared and filed with the City Clerk reports in writing as required by the Landscaping and Lighting Act of 1972 and in compliance with Article XIIID of the California Constitution; and

WHEREAS, the City Council has duly considered said reports and each and every part thereof; and finds that each and every part of said reports is sufficient, and that no part of said reports requires modification in any respect;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. That the Engineer's estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said reports be, and each of them are hereby, preliminarily approved and confirmed.

Section 2. That the diagrams showing the Street Lighting District No. 1 and Landscape Maintenance District No. 1, referred to and described in said reports, and the boundaries of the lots and parcels of land within such assessment district as the same existed at the time of passage of this resolution, are hereby preliminarily approved and confirmed.

Section 3. That the proposed assessment upon the properties in Street Lighting District No. 1 and Landscape Maintenance District No. 1, in proportion to the estimated benefit to be received by such properties, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 4. That said reports shall stand as the Engineer's Report for the purposes of all subsequent proceedings for Street Lighting District No. 1 and Landscape Maintenance District No. 1.

APPROVED AND ADOPTED this 2nd day of June, 2026.

_____
Mario Saucedo, 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 2nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8771

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN REDLANDS' STREET LIGHTING ASSESSMENT DISTRICT NO. 1 AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2025-2026 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, AND ESTABLISHING A TIME AND PLACE FOR PUBLIC HEARINGS FOR THE TWO DISTRICTS TO CONSIDER PROTESTS

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 (1) finds that the public interest and convenience requires, and (2) declares its intention to levy and collect, assessments against the lots and parcels of property within an existing assessment districts designated "Redlands' Street Lighting Assessment District No. 1 and Landscape Assessment District No. 1" (the "Districts") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act") for fiscal year 2026-2027, commencing July 1, 2026, and ending June 30, 2027, to pay for the costs and expenses of the improvements described in Section 3 hereof.

Section 2. Reference is hereby made to a map on file in the office of the City Clerk and open for public inspection for a description of the exterior boundaries of the Districts.

Section 3. The proposed improvements are briefly described as follows: The operation, maintenance and servicing of public within the District, including the operation, maintenance and servicing of public lighting facilities and landscaping, including safety lighting, traffic signals, trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, located along public roadways, streets and rights-of-way within the boundaries of the Districts. "Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the public lighting and landscaping facilities, and appurtenant facilities, including repair, removal or replacement of all or part of any of the public lighting and landscaping facilities, or appurtenant facilities. "Servicing" means the maintenance of any of the public lighting and landscaping facilities or appurtenant facilities, including the furnishing of electric current, energy or gas for the operation of any of the lighting facilities and the furnishing of water for the irrigation of any of the landscaping facilities.

Section 4. The assessments to be levied and collected against the assessable lots and parcels of property within the Districts for fiscal year 2026-2027 are not proposed to increase from the assessments levied and collected for fiscal year 1997-1998.

Section 5. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the Districts shall not be subject to assessment to be made under these proceedings to cover any of the costs and expenses of the improvements.

Section 6. All railroad, gas, water and electric utility rights-of-way are included within the Districts and shall be assessed in accordance with the benefits received from the improvements.

Section 7. Reference is hereby made to the Reports of the Engineer entitled "City of Redlands Street Lighting District No. 1 Engineer's Report for Fiscal Year 2026-2027" and "City of Redlands Landscape Maintenance District No. 1 Engineer's Report for Fiscal Year 2026-2027" on file in the office of the City Clerk for a full and detailed description of the improvements, the boundaries of the District and any zones therein and the proposed assessments upon assessable lots and parcels of land within the District.

Section 8. NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL APPOINTS TUESDAY, THE 16TH DAY OF JUNE, 2026, AT THE HOUR OF 6:00 P.M., OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS AT CITY HALL, CITY OF REDLANDS, 35 CAJON STREET, SUITE 2, REDLANDS, CALIFORNIA 92373, AS THE TIME AND PLACE FOR TWO PUBLIC HEARINGS TO CONSIDER PROTESTS OR OBJECTIONS TO THE LEVY OF THE PROPOSED ASSESSMENTS IN CONNECTION WITH THE DISTRICTS. All interested persons shall be afforded the opportunity to hear and be heard. Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer thereof. The City Council shall consider all oral statements and all written protests made or filed by any interested person.

Section 9. The City Clerk is hereby authorized and directed to give notice of such hearing in accordance with law.

Section 10. The City Council hereby determines and declares that the proposed assessments constitute a continuation of assessments existing on the effective date of Article XIIID, that the assessments are imposed exclusively to finance the maintenance and operation expenses for streets and that the assessments are exempt from the requirements of Article XIIID, Section 4 of the California Constitution.

Section 11. The City Council hereby designates Donald Young, One Stop Permit Center Manager, telephone number (909) 307-1626, to answer inquiries regarding the hearing, protest proceedings and procedural or technical matters.

ADOPTED, SIGNED AND APPROVED this 2nd day of June, 2026.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was duly adopted by the City Council, at a regular meeting thereof, held on the 2nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

CITY OF REDLANDS
CITY COUNCIL
NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City Council of the City of Redlands, County of San Bernardino, State of California, will hold a public hearing to consider the following:

1. **PUBLIC HEARING** to consider Ordinance No 2976 and Ordinance No. 2977 to approve the Engineer's Report for Landscape Maintenance District No. 1 and Street Lighting District No. 1 and implement the assessments for Fiscal Year 2025-2026

   City of Redlands, Applicant

In accordance with the Landscaping and Lighting Act of 1972 and in compliance with Article XIIID of the California Constitution a report has been prepared and filed with the City Clerk.

The full text of the proposed Resolutions, and all materials relevant to this hearing, are available for public inspection in the Development Services Department, located at 35 Cajon Street, Ste. 15A, Redlands, California. Phone number is (909) 307-1626. Website: www.cityofredlands.org

The public hearing will be held in the Council Chambers, Civic Center, 35 Cajon Street, Ste. 2, Redlands, California, at 6:00 P.M., or as soon thereafter as may be heard, on Tuesday, June 17, 2024.

Due to time constraints and the number of persons wishing to give oral testimony, time restrictions may be placed on oral testimony at the hearing regarding this project. You may wish to make your comments in writing to the following address to assure that you are able to express yourself adequately: City Council, P.O. Box 3005, Redlands, California 92373 or by e-mail to jdonaldson@cityofredlands.org.

If you challenge the Ordinances described in this notice 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 prior to the public hearing.

Dated: June 6, 2025

_____

Jeanne Donaldson, City Clerk
City of Redlands, California

CITY OF REDLANDS
STREET LIGHTING DISTRICT NO. 1
ENGINEER'S REPORT
FOR FISCAL YEAR 2026-2027

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT

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ENGINEER'S REPORT AFFIDAVIT

Street Lighting District No. 1

City of Redlands
San Bernardino County, State of California

This Report describes the Street Lighting District No. 1 ("District") and services therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2026-2027 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the San Bernardino County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 2nd day of June, 2026



By: Donald P. Young

Donald Young
One Stop Permit Center Manager
R.C.E # 49918

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X. ESTIMATED ASSESSMENTS FOR FY 2026-2027

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APPENDIX B: DISTRICT ASSESSMENT DIAGRAM
APPENDIX C: RESOLUTIONS
APPENDIX D: ASSESSMENT ROLL

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AUTHORITY FOR REPORT

This report is prepared by order of the City Council of the City of Redlands, California (City). This report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3 of Division 15 of the Streets and Highway Code of the State of California (Landscape and Lighting Act of 1972) and Article XIIID of the California Constitution.

I. GENERAL DESCRIPTION

The City Council of the City of Redlands, California has heretofore elected to form Street Lighting District No. 1 (District) and annexed territories to said District. The boundaries of said District and annexations thereto are entitled "Assessment Diagram of Street Lighting District No. 1," and are on file in the office of the City Clerk of the City of Redlands.

II. PLANS AND SPECIFICATIONS

All street lights are or will be owned by the City and are provided electrical services by Southern California Edison Company (SCE).

Reference is hereby made to the subject tract or parcel maps and assessment diagrams for the exact location of the parcels covered by the District. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

III. IMPROVEMENTS

The Landscaping and Lighting Act of 1972 allows the confirmation of benefit assessments for the construction of improvements in addition to maintenance and operation of existing facilities. Assessments will not be levied under the District to fund the installation of street lights during FY 2026-2027. Therefore, this report does not include any proposed benefit assessments for the installation of improvements for FY 2026-2027.

IV. ASSESSMENT DIAGRAM

The assessment District locations for the Original District and subsequent Annexations shown as Appendix B. The assessment diagrams by reference are hereby made a part of this report. The original diagram document used in prior Engineer's Reports was updated in 2021 for purposes of clarity.

Since there were numerous locations as part of Annexation Nos. 1, 2, 3, 4, 5, etc. they were identified on the diagram as S1-A, S1-B, S1-C or S2-A, S2-B, S2-C, etc. Prefix S is added to the identification on the later Annexations to identify that they are within the District. The same Annexation description will be used for identification with Sections IX and X of this report

V. ESTIMATED COSTS AND MAINTENANCE

Since the City owns the street lighting system, all maintenance efforts by the City should be allocated to the District as a direct cost. The Municipal Utilities and Engineering Department has taken the information used in the previous annual report and updated the values based upon the formulas for Unit of Benefit. Southern California Edison (SCE) monthly rates were calculated based upon LS-2 schedule of rates for 100W and 150W high pressure sodium vapor street lights. Because the District costs have historically exceeded the revenue generated by District assessment, it is anticipated that minimal administration and no maintenance will be provided during the 2026-2027 year. As such, the labor amount has been significantly reduced to an estimated value of $6,855 to be spread equally over the number of street lights.

Given these parameters the following is the estimated monthly costs per lamp:

POLES	SCE CHARGE	DEPARTMENT ADMINISTRATION	MONTHLY LAMP COST
419	$ 2.82	$ 1.36	$ 1,751

The following information is from the City's FY2017-2018 Budget:

Power Expenses	
City Street Lighting	S 15,000
Subtotal	**S 15,000**
Administration	
Salaries and Benefits	$ 10,893
Maintenance	$ 1,101
Subtotal	**S 11,994**
Incidental	
Other Professional Services	$ 0
Subtotal	**$ 0**
Total Costs	S 26,994
2017-2018 Levy	$ 25,465
Deficit	**$ 1,529**
Total Parcels Levied	990

The District and Annexations, which are maintained by the City, have been in existence for a number of years. Over the years, the existing assessments have not kept pace with the true annual cost of maintenance and administration.

No new areas are being proposed to be annexed to the District for FY 2026-2027.

VI. ASSESSMENT ROLL

Following the public hearing for FY 2026-2027 assessments and the City Council's approval of the assessments, an assessment roll will be prepared. The assessment roll will include the assessment parcel number, the San Bernardino County Assessor's parcel number and the confirmed assessment for each parcel. The assessment roll will be filed with the City Clerk and will subsequently be transmitted to the San Bernardino County Auditor/Tax Collector.

VII. PROPOSED BASIS FOR ASSESSMENTS

The City Council has heretofore determined that it will be necessary to utilize the provisions of the Landscaping and Lighting Act of 1972, a benefit assessment act, for the Original District and the subsequent Annexations to the District and to assess benefitting properties in proportion to the benefits that the various properties will receive.

The benefits the properties will receive will be assessed as increments of units of benefit (UOB). The District and the subsequent Annexations consist of various types of development having varying parcel sizes. Since the street lights either have been or will be installed in accordance with customary spacing established by the City, there will be four Assessment Zones based upon a street's curb-to-curb width.

Assessments proposed for individual parcels within the District and Annexations will be for the benefit received and will be determined based upon the four following Assessment Zones.

Zone 1: This will include all parcels having frontage on streets with curb separation of less than 40' or greater with 100watt HPSVL at 250' spacing.

Zone 2: This will include all parcels having frontage on streets with curb separations of less than 40' with 100 watt HPSVL at 600' spacing.

Zone 3: This will include all parcels having frontage on streets with curb separations of 40' or greater and less than 64' with 150 watt HPSVL at 250' spacing.

Zone 4: This will include all parcels having frontage on streets with curb separations of 64' or more with 150 watt HPSVL at 230' spacing.

Each of these four Assessment Zones will have assessments levied in UOB which is defined as increments of 100' frontage on public streets, right-of-way or easements. The frontage length and the corresponding UOB are as follows:

FRONTAGE LENGTH	UOB
Less than 199'	1
200' – 299'	2
300' – 399'	3
And so forth	

The UOB assessments for the four Zones are calculated as follows:

Zone 1: Includes 100 watt high pressure, sodium vapor luminaries with a monthly billing rate from SCE, a minimal amount of labor (excluding City General Government Overhead and Facilities and Community Services Department maintenance) for a lamp cost of $8.49. Since the spacing will be 240' ± 15', a spacing of 250' will be used in the calculation.

$$\frac{\$8.49 \times 12}{500} \times \frac{100'}{\text{UOB}} = \$20.38 \text{ per UOB}$$

Zone 2: Includes 100 watt high pressure, sodium vapor luminaries with a monthly billing rate from SCE, a minimal amount of labor (excluding City General Government Overhead and Facilities and Community Services Department maintenance) for a lamp cost of $8.49. Since the spacing will be 600', a spacing of 600' will be used in the calculation.

$$\frac{\$8.49 \times 12}{1200} \times \frac{100'}{\text{UOB}} = \$8.49 \text{ per UOB}$$

Zone 3: Includes 150 watt high pressure, sodium vapor luminaries with a monthly billing rate from SCE, a minimal amount of labor (excluding City General Government Overhead and Facilities and Community Services Department maintenance) for a lamp cost of $11.51. Since the spacing will be 265' ± 15', a spacing of 250' will be used in the calculation.

$$\frac{\$11.51 \times 12}{500} \times \frac{100'}{\text{UOB}} = \$27.63 \text{ per UOB}$$

Zone 4: Includes 150 watt high pressure, sodium vapor luminaries with a monthly billing rate from SCE, a minimal amount of labor (excluding City General Government Overhead and Facilities and Community Services Department maintenance) for a lamp cost of $11.51. Since the spacing will be 215' ± 15', a spacing of 230' will be used in the calculation.

$$\frac{\$11.51 \times 12}{460} \times \frac{100'}{\text{UOB}} = \$30.03 \text{ per UOB}$$

The incidental expenses are most equitably spread on a UOB basis, which is the same method for spreading the benefit from the direct lighting costs.

VIII. CALCULATION OF UOB AND INCIDENTAL COSTS FOR FY 2026-2027

For a breakdown of the UOB Incidental Costs see Appendix A – Calculation of UOB and Incidental Cost Table

IX. ESTIMATED ASSESSMENTS FOR FY 2026-2027

The following calculations presume the on-site development has been completed and include the estimated energy, administration and engineering costs:

Original District (Zone 3) – Parcel Map 11917 APN 0292-032-39, 40, 41, 42

The four parcels will receive one UOB per 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of operation and maintenance to be assessed
N = Number of UOB in Parcel Map 11917

NA = C
A = $621.55/31
A = $20.05 per UOB

Assessment for each parcel:

Parcel 2	-	10 UOB	=	$200.50
Parcel 3	-	2 UOB	=	$40.10
Parcel 4	-	3 UOB	=	$60.15
Parcel 5	-	16 UOB	=	$320.80

Annexation S1-A – Parcel Map 12450, APN 0167-201-62 thru -65

These parcels are not assessed.

Annexation S1-B (Zone 4) – Parcel Map 11755 APN 0293-172-16, 17, 18

The seven parcels in Annexation S1-B having street frontage will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S1-B with street frontage

NA = C
A = $273.39/13
A = $21.03 per UOB

Assessment for each parcel:

Parcel 1	-	1 UOB	=	$21.03
Parcel 3	-	1 UOB	=	$21.03
Parcel 5	-	1 UOB	=	$21.03
Parcel 6	-	2 UOB	=	$42.06
Parcel 7	-	2 UOB	=	$42.06
Parcel 8	-	4 UOB	=	$84.12
Parcel 9	-	2 UOB	=	$42.06

The original parcels have been reconfigured into three Assessor's Parcels.

Annexation S1-C (Zone 4) – CUP 617 APN 0292-033-11

The one parcel in Annexation S1-C will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S1-C

NA = C
A = $231.33/1
A = $231.33 per Parcel

Annexation S1-D (Zone 3) – MS 184, Parcel Map 12300, APN 0167-231-19, 20, 21

The three parcels in Annexation S1-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S1-D

NA = C
A = $60.15/3
A = $20.05 per Parcel

Annexation S1-E (Zone 3) – CUP 382 APN 0171-383-19, 20

The two parcels in Annexation S1-E will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-E

NA = C
A = $40.10/2
A = $20.05 per Parcel

Annexation S1-F (Zone 1) – CRA 606 APN 0169-131-33

The one parcel in Annexation S1-F will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-F

NA = C
A = $19.45/1
A = $19.45 per Parcel

Annexation S1-G (Zone 4) – CRA 486 APN 0292-321-10

The one parcel in Annexation S1-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-G

NA = C
A = $105.15/1
A = $105.15 per Parcel

This parcel is exempt from assessment and has been removed from the assessment roll.

Annexation S1-H (Zone 4) – CUP 253 APN 0169-411-07

The one parcel in Annexation S1-H will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-H

NA = C
A = $105.15/1
A = $105.15 per Parcel

Annexation S1-I (Zone 3) – CRA 608 APN 0169-142-11

The one parcel in Annexation S1-I will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-I

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-J (Zone 3) – CUP 519 APN 0171-331-04

The one parcel in Annexation S1-J will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-J

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-K (Zone 4) – CUP 516 APN 0292-166-11

The one parcel in Annexation S1-K will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-K

NA = C
A = $273.39/1
A = $273.39 per Parcel

Annexation S1-L (Zone 3) – CUP 518 APN 0169-053-12

The one parcel in Annexation S1-L will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-M (Zone 3) – CUP 522 APN 0172-031-49

The one parcel in Annexation S1-M will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-M

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-N (Zone 1) – Tract 13947 APN 0174-621-01 thru -35

The thirty-five parcels in Annexation S1-N will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-N

NA = C
A = $680.75/35
A = $19.45 per Parcel

Annexation S1-O (Zone 3) – CUP 521 APN 0292-034-16

The one parcel in Annexation S1-O will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-P (Zone 1) – CUP 605 APN 0169-182-02, 03, 04

The three parcels in Annexation S1-P will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $38.90/3
A = $12.97 per Parcel

Annexation S1-Q – City Hall, APN 0171-301-03

The one parcel in Annexation S1-Q is not assessed.

Annexation S1-R – Parcel Map 11904, APN 0176-044-14, 15

The two parcels in Annexation S1-R are not assessed.

Annexation S1-S (Zone 3) – CUP 278 APN 0171-171-18, 22, 23

The three parcels in Annexation S1-S will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $80.20/3
A = $26.73 per Parcel

Annexation S7-A was originally APN 0171-161-13 and was then changed to APN 0171-161-14 and -15. Annexation S1-S was originally APN 0171-171-18, -22, and -23. Assessments for Annexation S7-A and S1-S were combined and then adjusted proportionately. New APNs for both annexations are 0171-161-17 and 0171-171-34. Assessment spread proportionately.

Annexation S1-T (Zone 3) – CUP 405 APN 0169-343-07

The one parcel in Annexation S1-T will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-T

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-U (Zone 4) – CRA 354, Parcel Map 3131 APN 0292-182-30, 31

The two parcels in Annexation S1-U will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $42.06/2
A = $21.03 per Parcel

Annexation S1-V (Zone 1) – CRA 346 APN 0292-061-25

The one parcel in Annexation S1-V will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-V

NA = C
A = $19.45/1
A = $19.45 per Parcel

This property is owned by the County of San Bernardino and is not assessed.

Annexation S1-W (Zone 3) – CRA 607 APN 0292-156-21

The one parcel in Annexation S1-L will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-W

NA = C
A = $120.30/1
A = $120.30 per Parcel

Annexation S1-X (Zone 1) – Tract 12461 APN 1212-191-60 thru -79

The twenty parcels in Annexation S1-X will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-X

NA = C
A = $389.00/20
A = $19.45 per Parcel

Annexation S1-Y (Zone 3) – Parcel Map 12022 APN 0169-212-17 thru -27

The eleven parcels in Annexation S1-Y having street frontage will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S1-Y

NA = C
A = $380.95/19
A = $20.05 per UOB

Assessment for each parcel:

Parcel 1	-	3 UOB	=	$60.15
Parcel 2	-	1 UOB	=	$20.05
Parcel 3	-	1 UOB	=	$20.05
Parcel 4	-	2 UOB	=	$40.10
Parcel 5	-	4 UOB	=	$80.20
Parcel 6	-	3 UOB	=	$60.15
Parcel 7	-	1 UOB	=	$20.05
Parcel 8	-	1 UOB	=	$20.05
Parcel 9	-	1 UOB	=	$20.05
Parcel 10	-	1 UOB	=	$20.05
Parcel 11	-	1 UOB	=	$20.05

Annexation S2-A (Zone 3) – Parcel Map 12330 APN 0292-153-24, 25, 26, 27

The four parcels in Annexation S2-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-A

NA = C
A = $240.60/12
A = $20.05 per UOB

Assessment for each parcel:

Parcel 1	-	4 UOB	=	$80.20
Parcel 3	-	4 UOB	=	$80.20
Parcel 5	-	2 UOB	=	$40.10
Parcel 4	-	2 UOB	=	$40.10

Annexation S2-B (Zone 3) – Parcel Map 12940 APN 0292-441-11 thru 15

The five parcels in Annexation S2-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-B

NA = C
A = $60.15/5
A = $12.03 per Parcel

Annexation S2-C (Zone 3) – MS 184, Parcel Map 12300, APN 0167-231-19, 20, 21

This annexation is a duplication of Annexation S1-D and has been removed.

Annexation S2-D (Zone 1) – Tract 14556 APN 0176-441-18 thru 27

The ten parcels in Annexation S2-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-D

NA = C
A = $330.65/10
A = $33.07 per Parcel

Annexation S2-E – CRA 611 APN 0174-241-31

This annexation is not assessed.

Annexation S2-F (Zone 3) – MS 196 APN 0292-331-15, 16

The two parcels in Annexation S2-F will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-F

NA = C
A = $160.40/2
A = $80.20 per Parcel

Annexation S2-G Parcel Map 11189 APN 0294-091-48, 48

The two parcels in Annexation S2-G are not assessed.

Annexation S2-H (Zone 4) – CRA 615 APN 0292-157-31

The one parcel in Annexation S2-H will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-H

NA = C
A = $21.03/1
A = $21.03 per Parcel

Annexation S3-A (Zone 3) – CRA 517 APN 0169-321-01, 02

The two parcels in Annexation S3-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-A

NA = C
A = $80.20/2
A = $40.10 per Parcel

Annexation S3-B (Zone 1) – CRA 628 APN 0292-310-07

The one parcel in Annexation S3-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-B

NA = C
A = $19.45/1
A = $19.45 per Parcel

Annexation S3-C (Zone 3) – CRA 624 APN 0169-281-39

The one parcel in Annexation S3-C will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-C

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S3-D (Zone 3) – CRA 305 APN 0167-271-61

The one parcels in Annexation S3-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-D

NA = C
A = $100.25/1
A = $100.25 per Parcel

Annexation S3-E (Zone 1) – Tract 13575 APN 1212-201-01 thru -27

The twenty-seven parcels in Annexation S3-E will receive an equal benefit assessment:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-E

NA = C
A = $700.20/27
A = $25.93 per Parcel

Annexation S3-F (Zone 3 & 4) – CUP 550 APN 0292-165-15

The one parcel in Annexation S3-F will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-F

NA = C
A = $222.51/1
A = $222.51 per Parcel

Annexation S3-G (Zone 1) – CRA 623 APN 0292-381-08

The one parcel in Annexation S3-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-G

NA = C
A = $19.45/1
A = $19.45 per UOB

Annexation S3-H (Zone 4) – CUP 542 APN 0292-064-13, 17, 21 thru 27

The nine parcels in Annexation S3-H will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-A

NA = C
A = $567.81/27
A = $21.03 per UOB

Assessment for each parcel:

Parcel 1	-	4 UOB	=	$84.12
Parcel 2	-	2 UOB	=	$42.06
Parcel 3	-	2 UOB	=	$42.06
Parcel 4	-	7 UOB	=	$147.21
Parcel 5	-	4 UOB	=	$84.12
Parcel 6	-	2 UOB	=	$42.06
Parcel 7	-	1 UOB	=	$21.03
Parcel 8	-	1 UOB	=	$21.03
Parcel 9	-	4 UOB	=	$84.12

Annexation S3-I – there is no Annexation S3-I

Annexation S3-J (Zone 3) – MS 201 APN 0171-341-33

The one parcel in Annexation S3-J will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-J

NA = C
A = $80.20/1
A = $80.20 per Parcel

Annexation S4-A (Zone 4) – MS 213, Parcel Map 13978 APN 0172-301-14, 15, 16, 17

The four parcels in Annexation S4-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-A

NA = C
A = $63.09/3
A = $21.03 per UOB

Assessment for each parcel:

Parcel 1	-	2 UOB	=	$25.24
Parcel 2	-	1 UOB	=	$12.62
Parcel 3	-	1 UOB	=	$12.62
Parcel 4	-	1 UOB	=	$12.62

Annexation S4-B (Zone 3) – MS 211 APN 0292-201-36, 39

The two parcels in Annexation S4-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-B

NA = C
A = $100.25/5
A = $20.05 per UOB

Assessment for each parcel:

Parcel 1	-	2 UOB	=	$40.10
Parcel 2	-	3 UOB	=	$60.15

Parcel 2 lot line was adjusted with the property to the north. The assessment was spread proportionately - $47.57 to APN 0292-201-39 and $12.58 to APN 0292-201-40.

Annexation S4-C (Zone 4) – CUP 559 APN 0171-202-30

The one parcel in Annexation S4-C will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-C

NA = C
A = $40.10/1
A = $40.10 per Parcel

Annexation S4-D (Zone 1) – CRA 636 APN 0169-043-14

The one parcel in Annexation S4-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-D

NA = C
A = $58.35/1
A = $58.35 per Parcel

Annexation S4-E (Zone 4) – CUP 546 APN 0292-192-11

The one parcel in Annexation S4-E will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-E

NA = C
A = $231.33
A = $231.33 per UOB

Annexation S4-F (Zone 1) – CUP 641 APN 0292-310-36

The two parcels in Annexation S4-F will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-G

NA = C
A = $38.90/2
A = $19.45 per UOB

The two parcels were subsequently combined into a single parcel and the full assessment is on the one parcel.

Annexation S4-G (Zone 4) – CRA 640 APN 0169-301-08, 10, 11

The three parcels in Annexation S4-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-C

NA = C
A = $21.03/3
A = $7.01 per Parcel

Annexation S4-H (Zone 4) - CUP 562 APN 0292-064-17

The one parcel in Annexation S4-H will receive four UOB assessments for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S4-H

NA = C
A = $84.12/1
A = $84.12 per Parcel

Note that Annexation S4-H is already assessed in Annexation S3-H. Therefore, the assessment in Annexation S4-H is $0

Annexation S4-I (Zone 1) - CUP 548 APN 0169-313-16

The one parcel in Annexation S4-I will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S4-1

NA = C
A = $77.80 /1
A = $77.80 per Parcel

Annexation S5-A – CRA 637 APN 0169-281-23

This property became a City owned parcel and was removed from the assessment roll.

Annexation S5-B (Zone 1) - Tract 10179 APN 0167-851-39 thru 56, 0167-861-37 thru 54

The thirty-six parcels in Annexation S5-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S5-B

NA = C
A = $505.70/36
A = $14.05 per Parcel

Annexation S5-C (Zone 1) - CUP 574 APN 0171-202-33

The one parcel in Annexation S5-C will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S5-C

NA = C
A = $19.45/1
A = $19.45 per Parcel

Annexation S5-D (Zone 3) - CRA 642 APN 0292-154-12

The one parcel in Annexation S5-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation 85·0

NA = C
A = $100.25/1
A = $100.25 per Parcel

Annexation S5-E (Zone 1) - MS 216-B Parcel Map 14090 APN 0174-021-41, 42

The two parcels in Annexation S5-E will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S5-E

NA = C
A = $38.90/2
A = $19.45 per Parcel

Annexation S6-A (Zone 4) - CRA 648 APN 0292-157-16

The one parcel in Annexation S6-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S6-A

NA = C
A = $189.27/1
A = $189.27 per Parcel

This parcel has been purchased by the City of Redlands and will therefore no longer be assessed.

Annexation S6-B (Zone 1) - CUP 581 APN 0171-203-13

The one parcel in Annexation S6-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S6-B

NA = C
A = $38.90/1
A = $38.90 per Parcel

Annexation S7-A (Zone 3): MS 228 APN 0171-161-17

The two parcels in Annexation S7-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-A

NA = C
A = $200.50/2
A = $100.25 per Parcel

Annexation S7-A was originally APN 0171-161-13 and was then changed to APN 0171-161-14 and -15. Annexation S1-S was originally APN 0171-171-18, -22, and -23. Assessments for Annexation S7-A and S1-S were combined and then adjusted proportionately. New APNs for both annexations are 0171-161-17 and 0171-171-34. Assessment spread proportionately.

Annexation S7-B (Zone 3): CRA 639 APN 0292-152-39

The one parcel in Annexation S7-B will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-B

NA = C
A = $100.25/1
A = $100.25 per Parcel

Annexation S7-C (Zone 4) - CUP 602 APN 0292-063-48

The one parcel in Annexation S7-C will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-C

NA = C
A = $42.06/1
A = $42.06 per Parcel

Annexation S7-D (Zone 1) - CUP 590 APN 0171-332-30

The one parcel in Annexation S7-D will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-D

NA = C
A = $38.90/1
A = $38.90 per Parcel

Annexation S7-E (Zones 1 & 3) - CUP 607 APN 0167-101-13

The one parcel in Annexation S7-E will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-E

NA = C
A = $198.10/1
A = $198.10 per Parcel

Annexation S7-F (Zone 1) - CUP 577 APN 1212-041-01

The one parcel in Annexation S7-F will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-F

NA = C
A = $77.80/1
A = $77.80 per Parcel

Annexation S7-G (Zone 1) - CUP 541 APN 0174-261-15

The one parcel in Annexation S7-G will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-G

NA = C
A = $155.60/1
A = $155.60 per Parcel

Annexation S7-H (Zone 2) - Tract 14790-1 APN 0176-521-01 thru -13, -18 thru -23, -27 thru -32, APN 0176-531-01, 02, 03, 07, 08, 09, 12, 13, 18, 20, 21, 22, 24, 25, 26

The forty parcels in Annexation S7-H will receive an equal benefit assessment.

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-H

NA = C
A = $1,660.00/40
A = $41.50 per Parcel

Annexation S8-A (Zone 3) - CUP 584 APN 0172-121-03

The one parcel in Annexation S8-A will receive the entire benefit assessment. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S8-A

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S8-B (Zone 3) - CRA 666 APN 0292-158-17

The one parcel in Annexation S8-B will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S8-B

NA = C
A = $40.10/1
A = $40.10 per Parcel

Annexation S8-C (Zone 3) - CRA 616

The portion of this property that was Annexation S8-C is no longer assessed.

Annexation S9-A (Zones 1 & 4) - Tract 15589 APN 0293-421-01 thru -45

The forty-five parcels in Annexation S9-A will receive an equal benefit assessment.

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-A

NA = C
A = $202.40/45
A = $4.50 per Parcel

Annexation S9-B (Zone 1) - MS 221, Parcel Map 14285 APN 0174-281-33, 34, 35, 37

The four parcels in Annexation S9-B will receive an equal benefit assessment. The calculation for the assessment follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-B

NA = C
A = $58.35/4
A = $14.59 per Parcel

Annexation S9-C – there is no Annexation S9-C

Annexation S9-D (Zone 3) - CUP 617 APN 0292-033-13

The one parcel in Annexation S9-D will receive the entire benefit assessment. The calculation for the assessment follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-D

NA= C
A = $80.20/1
A = $80.20 per Parcel

Annexation S9-E (Zone 1) - CRA 670 APN 0292-157-20

The one parcel in Annexation S9-E will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-E

NA = C
A= $19.45/1
A = $19.45 per Parcel

Annexation S9-F (Zone 3) - CUP 629

The one parcel in Annexation S9-F will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-F

NA = C
A = $100.25/1
A = $100.25 per Parcel

Annexation S10-A (Zones 1 & 3) - Tract 15040 APN 0174-631-01 thru -09, -11 thru -35, -37 thru -58, -63, -64

The fifty-eight parcels in Annexation S10-A will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N =Number of Parcels in Annexation S10-A

NA = C
A = $1,461.15/58
A = $25.19 per Parcel

Annexation S10-B (Zones 1 & 4) - Tract 15832 APN 0172-301-18 thru 22, 26

The six parcels in Annexation S10-B will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-B

NA = C
A = $140.89/6
A = $23.48 per Parcel

Annexation S10-C (Zones 1, 3 & 4) - TR 15937 APN 0168-731-01 thru -25, APN 0168-741-01 thru -78, APN 0168-751-01 thru -56

The one hundred fifty-nine parcels in Annexation S10-C will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-C

NA = C
A = $2,722.64 /159
A = $17.12 per Parcel

Annexation S10-D (Zone 1) - Tract 16015 APN 1212-021-01 thru -62
The sixty-two parcels in Annexation S10-D will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-D

NA = C
A = $1,050.30/62
A = $16.94 per Parcel

Annexation S10-E (Zones 1 & 3) - Tract 16029 APN 0167-081-13 thru -45

The thirty-three parcels in Annexation S10-E will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $453.95/33
A = $13.76 per Parcel

Annexation S10-F (Zones 1 & 4) - Tract 16032 APN 0170-481-20 thru -34

The fifteen parcels in Annexation S10-F will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-F

NA = C
A = $259.17 /15
A = $17.28 per Parcel

Annexation S10-G (Zone 1) - Tract 16082 APN 0172-091-24 thru 36

The thirteen parcels in Annexation S1O-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-G

NA = C
A= $350.10/13
A = $26.93 per Parcel

Annexation S10-H (Zones 1 & 4) - Tract 16101 APN 0168-771-01 thru -50, APN 0168-781-01 thru -34, APN 0168-791-01 thru -28, APN 0168-801-01 thru -38

The one hundred fifty parcels in Annexation S10-H will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-H

NA = C
A = $2,289.87/150
A = $15.27 per Parcel

Annexation S10-I (Zones 1 & 4) - MS 253 (PM 15530) and MS 255 (PM 15617)
APN 0292-153-28, -30 thru -43

The fifteen parcels in Annexation S10-I will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment/Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-I

NA=C
A = $435.80/22
A = $19.81 per UOB

Assessment for each Parcel in PM 15530 (except Parcel 2):
APN 0292-153-28, 30 thru 41

Parcel 1	-	3 UOB	=	$59.43
Parcel 3	-	1 UOB	=	$19.81
Parcel 4	-	3 UOB	=	$59.43
Parcel 5	-	1 UOB	=	$19.81
Parcel 6	-	1 UOB	=	$19.81
Parcel 7	-	1 UOB	=	$19.81
Parcel 8	-	1 UOB	=	$19.81
Parcel 9	-	1 UOB	=	$19.81
Parcel 10	-	1 UOB	=	$19.81
Parcel 11	-	1 UOB	=	$19.81
Parcel 12	-	4 UOB	=	$79.24
Parcel 13	-	1 UOB	=	$19.81
Parcel 14	-	1 UOB	=	$19.81

Assessment for each Parcel in PM 15530:
APN 0292-153-42, 43

Parcel 1	-	1 UOB	=	$19.81
Parcel 3	-	1 UOB	=	$19.81

Annexation S10-J (Zone 4) - MS 252 (PM 15492) APN 0169-011-32 thru -35, -38, -39

The original five parcels in Annexation S10-J will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-J

NA = C
A = $147.21/5
A = $29.44 per Parcel for APN -32 thru -35

APN 0169-011-36 was split into APN 0169-011-38 and -39.
Therefore, A = $14.72 per Parcel for APN -38 and -39

Annexation S10-K (Zones 1 & 4) - CRA 720, PM 17658, APN 0292-154-22 thru -25

The four parcels in Annexation S7-K will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB

NA = C
A = $139.31/7
A = $19.45 per UOB (Zone 1)
A = $21.03 per UOB (Zone 4)

Assessment for each parcel:

Parcel 1	-	Zone 1 - 2 UOB / Zone 4 - 2 UOB	= $80.96
Parcel 2	-	Zone 1 - 1 UOB	= $19.45
Parcel 3	-	Zone 1 - 1 UOB	= $19.45
Parcel 4	-	Zone 1 - 1 UOB	= $19.45

Annexation S10-L – there is no Annexation S10-L

Annexation S10-M (Zone 1) - CRA 679 - APN 0292-310-42

The one parcel will receive entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and incidental Expenses
N = Number of Parcels

NA = C
A = $19.45/1
A = $19.45 per Parcel

Annexation S10-N (Zone 3) - CUP 35R2 - APN 0173-251-21

The one parcel will receive entire benefit assessment. The calculations for the assessments are as follows:

A =Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $60.15/1
A = $60.15 per Parcel

Annexation S10-O (Zone 3) - CUP 355 Rev. 8 - APN 0172-121-10, 11, 14

The three parcels will receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $80.20/3
A = $26.73 per Parcel

Annexation S10-P (Zone 3) - CUP 543 - APN 0171-431-05

The one parcel will receive entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $120.30/1
A = $120.30 per Parcel

Annexation S10-Q (Zones 1 & 2) - MS 234 (PM 14891) - APN 0169·272-29, APN 0169-281-45, 46

The three parcels will receive one UOB per 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment per UOB
C = Cost of operation and maintenance to be assessed
N = Number of UOB

NA = C
A = $196.38/12
A = $16.37 per UOB

Assessment for Each Parcel

Parcel 29	-	4 UOB	=	$65.48
Parcel 45	-	6 UOB	=	$98.22
Parcel 46	-	2 UOB	=	$32.74

Annexation S10-R (Zone 3) - MS 251 (PM 15414) APN 0176-014-16, 17

The two parcels will receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $60.15/2
A = $30.08 per Parcel

Annexation S10-S (Zones 1 & 3) - Tract 14790-2 APN 0294-181-02 thru -15, APN 0294-191-01 thru -04, -06 thru -12, -16 thru -20, APN 0294-201-09, -11, -13, -15, -19, -21, -27, -28, APN 0294-211-02 thru -04, -06 thru -10, -12, -13

The forty-eight parcels in Annexation S10-S will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $2,378.05/48
A = $49.54 per Parcel

Annexation S10-T (Zones 1 & 3) - Tract 14790-3 APN 0294-222-01 thru -12, APN 0294-232-01 thru -07, APN 0294-242-01 thru -06, APN 0294-252-01 thru -13, APN 0294-262-01 thru -13

The fifty-one parcels in Annexation S10-T will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $1,842.70/51
A = $36.13 per Parcel

Annexation S10-U (Zones 1, 3 & 4) - Tract 15532 APN 0168-271-13 thru -48

The thirty-six parcels in Annexation S10-U will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $515.40/36
A = $14.32 per Parcel

Annexation S10-V (Zone 1) - CUP 652 - APN 0171-011-67

The one parcel will receive entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $19.45/1
A = $19.45 per Parcel

APN 0171-011-54 was the original Annexation 10-V. That parcel was merged with the parcel immediately to the east (APN 0171-011-45). The new parcel was assigned APN 0171-011-67.

Annexation S10-W (Zone 1) - MS 240 (PM 14912) - APN 0292-201-22

The one parcel will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of Incidental Expenses
N = Number of Parcels

NA = C
A = $19.45/1
A = $19.45 per Parcel

This parcel has been subdivided and is not assessed.

* * * * * * * * * * * *

The City Council will hold a public meeting on June 16, 2026 to determine the assessments based upon the costs for FY 2026-2027 which are anticipated to be incurred by the City and which are to be recovered through assessments as required by the Landscaping and Lighting District Act of 1972.

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APPENDIX A

CALCULATION OF MAINTENANCE AND INCIDENTAL COST TABLE

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APPENDIX A
COST TABLE
ENGINEER'S REPORT
STREET LIGHTING DISTRICT NO. 1, FY 2026-2027

District Name	Original District	Annexation S1-B	Annexation S1-C	Annexation S1-D	Annexation S1-E	Annexation S1-F	Annexation S1-G	Annexation S1-H	Annexation S1-I	Annexation S1-J	Annexation S1-K	Annexation S1-L	Annexation S1-M	Annexation S1-N	Annexation S1-O	Annexation S1-P
Description	PM 11917	PM 11755	CUP 617	MS 184	CUP 382	CRA 606	CRA 486	CUP 253	CRA 608	CUP 519	CUP 516	CUP 518	CUP 522	Tract 13947	CUP 521	CUP 605
Original Parcels	APN 292-032-39 THRU 42	APN 293-172-16 THRU 18	This parcel has a new APN 0292-321-10. This parcel is exempt from assessment at this time because it is owned by Southern California Gas Company APN 292-033-11	APN 167-231-19 THRU 21	APN 171-383-19 & 20	APN 169-131-33	APN 292-321-10	APN 169-411-07	APN 169-142-11	APN 171-331-04	APN 292-166-11	APN 169-053-12	APN 172-031-49	APN 174-621-01 THRU 35	APN 292-034-16	APN 169-182-02 THRU 04
Zone	3	4	4	3	3	1	4	4	3	3	4	3	3	1	3	1
Unit of Benefit/Zone																
Zone 1 UOB	0	0	0	0	0	1	0	0	0	0	0	0	0	35	0	2
Zone 2 UOB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Zone 3 UOB	31	0	0	3	2	0	0	0	1	1	0	1	1	0	1	0
Zone 4 UOB	0	13	11	0	0	0	5	5	0	0	13	0	0	0	0	0
TOTAL UOB per Zone	31	13	11	3	2	1	5	5	1	1	13	1	1	35	1	2
Actual Expenses																
Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Incidental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Calculation of Current Assessments:																
Unit of Benefit Assessment/ Zone																
Zone 1	$ -	$ -	$ -	$ -	$ -	$ 20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 713	$ -	$ 41
Zone 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Zone 3	$ 857	$ -	$ -	$ 83	$ 55	$ -	$ -	$ -	$ 28	$ 28	$ -	$ 28	$ 28	$ -	$ 28	$ -
Zone 4	$ -	$ 390	$ 330	$ -	$ -	$ -	$ 150	$ 150	$ -	$ -	$ 390	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ 857**	**$ 390**	**$ 330**	**$ 83**	**$ 55**	**$ 20**	**$ 150**	**$ 150**	**$ 28**	**$ 28**	**$ 390**	**$ 28**	**$ 28**	**$ 713**	**$ 28**	**$ 41**
Incidental Expenses																
Engineering and Admin.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL APPLIED UOB & EXPENSES	**$ 857**	**$ 390**	**$ 330**	**$ 83**	**$ 55**	**$ 20**	**$ 150**	**$ 150**	**$ 28**	**$ 28**	**$ 390**	**$ 28**	**$ 28**	**$ 713**	**$ 28**	**$ 41**
Levy Adjustments																
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ (235)	$ (117)	$ (330)	$ (23)	$ (15)	$ (1)	$ (45)	$ (45)	$ (8)	$ (8)	$ (117)	$ (8)	$ (8)	$ (33)	$ (8)	$ (2)
BALANCE TO LEVY	**$ 856.53**	**$ 390.39**	**$ 330.33**	**$ 82.89**	**$ 55.26**	**$ 20.38**	**$ 150.15**	**$ 150.15**	**$ 27.63**	**$ 27.63**	**$ 390.39**	**$ 27.63**	**$ 27.63**	**$ 713.30**	**$ 27.63**	**$ 40.76**
Total # of Parcels	4	3	1	3	2	1	1	1	1	1	1	1	1	35	1	3
Total Parcels Levied	4	3	0	3	2	1	1	1	1	1	1	1	1	35	1	3

APPENDIX A
COST TABLE
ENGINEER'S REPORT
STREET LIGHTING DISTRICT NO. 1, FY 2026-2027

Total Assessment Allowable	**$ 621.55**	**$ 273.39**	**$ -**	**$ 60.15**	**$ 40.10**	**$ 19.45**	**$ 105.15**	**$ 105.15**	**$ 20.05**	**$ 20.05**	**$ 273.39**	**$ 20.05**	**$ 20.05**	**$ 680.75**	**$ 20.05**	**$ 38.91**

APPENDIX A
COST TABLE
ENGINEER'S REPORT
STREET LIGHTING DISTRICT NO. 1, FY 2026-2027

District Name	Annexation S1-S	Annexation S1-T	Annexation S1-U	Annexation S1-V	Annexation S1-W	Annexation S1-X	Annexation S1-Y	Annexation S2-A	Annexation S2-B	Annexation S2-D	Annexation S2-F	Annexation S2-H	Annexation S3-A	Annexation S3-B	Annexation S3-C	Annexation S3-D
Description	CUP 278	CUP 405	CRA 354	CRA 346	CRA 607	Tract 12461	PM 12022	PM 12330	PM 12940	Tract 14556	MS 196	CRA 615	CRA 517	CRA 628	CRA 624	CRA 305
Original Parcels	APN 171-171-18, 22 & 23 Subsequently,S1-S and S7-A resubdivided. Proportionate assessments levied to 0171-171-34 for for S1-S	APN 169-343-07	APN 292-182-30 & 31	APN 292-061-25	APN 292-156-21	APN 1212-191-60 THRU 79	APN 169-212-17 THRU 27	APN 292-153-24 THRU 27	APN 292-441-11 THRU 15	APN 176-441-18 THRU 27	APN 292-331-15 & 16	APN 292-157-31	APN 169-321-01 & 02	APN 292-310-07	APN 169-281-39	APN 167-271-61
Zone	3	3	4	Owned by County	3	1	3	3	3	1	3	4	3	1	3	3
Unit of Benefit/Zone																
Zone 1 UOB	0	0	0	0	0	20	0	0	0	17	0	0	0	1	0	0
Zone 2 UOB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Zone 3 UOB	4	1	0	0	6	0	19	12	3	0	8	0	4	0	1	5
Zone 4 UOB	0	0	2	0	0	0	0	0	0	0	0	1	0	0	0	0
TOTAL UOB per Zone	4	1	2	0	6	20	19	12	3	17	8	1	4	1	1	5
Actual Expenses																
Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Incidental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Calculation of Current Assessments:																
Unit of Benefit Assessment/ Zone																
Zone 1	$ -	$ -	$ -	$ -	$ -	$ 408	$ -	$ -	$ -	$ 346	$ -	$ -	$ -	$ 20	$ -	$ -
Zone 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Zone 3	$ 111	$ 28	$ -	$ -	$ 166	$ -	$ 525	$ 332	$ 83	$ -	$ 221	$ -	$ 111	$ -	$ 28	$ 138
Zone 4	$ -	$ -	$ 60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30	$ -	$ -	$ -	$ -
SUBTOTAL	**$ 111**	**$ 28**	**$ 60**	**$ -**	**$ 166**	**$ 408**	**$ 525**	**$ 332**	**$ 83**	**$ 346**	**$ 221**	**$ 30**	**$ 111**	**$ 20**	**$ 28**	**$ 138**
Incidental Expenses																
Engineering and Admin.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL APPLIED UOB & EXPENSES	**$ 111**	**$ 28**	**$ 60**	**$ -**	**$ 166**	**$ 408**	**$ 525**	**$ 332**	**$ 83**	**$ 346**	**$ 221**	**$ 30**	**$ 111**	**$ 20**	**$ 28**	**$ 138**
Levy Adjustments																
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ (30)	$ (8)	$ (18)	$ -	$ (45)	$ (19)	$ (144)	$ (91)	$ (23)	$ (16)	$ (61)	$ (9)	$ (30)	$ (1)	$ (8)	$ (38)
BALANCE TO LEVY	**$ 110.52**	**$ 27.63**	**$ 60.06**	**$ -**	**$ 165.78**	**$ 407.60**	**$ 524.97**	**$ 331.56**	**$ 82.89**	**$ 346.46**	**$ 221.04**	**$ 30.03**	**$ 110.52**	**$ 20.38**	**$ 27.63**	**$ 138.15**
Total # of Parcels	3	1	2	1	1	20	11	4	5	10	2	1	2	1	1	1
Total Parcels Levied	3	1	2	0	1	20	11	4	5	10	2	1	2	1	1	1

APPENDIX A
COST TABLE
ENGINEER'S REPORT
STREET LIGHTING DISTRICT NO. 1, FY 2026-2027

Total Assessment Allowable	**$ 80.19**	**$ 20.05**	**$ 42.06**	**$ -**	**$ 120.30**	**$ 389.00**	**$ 380.95**	**$ 240.60**	**$ 60.15**	**$ 330.70**	**$ 160.40**	**$ 21.03**	**$ 80.20**	**$ 19.45**	**$ 20.05**	**$ 100.25**

APPENDIX A
COST TABLE
ENGINEER'S REPORT
STREET LIGHTING DISTRICT NO. 1, FY 2026-2027

District Name	Annexation S3-E	Annexation S3-F	Annexation S3-G	Annexation S3-H	Annexation S3-J	Annexation S4-A	Annexation S4-B	Annexation S4-C	Annexation S4-D	Annexation S4-E	Annexation S4-F	Annexation S4-G	Annexation S4-H	Annexation S4-I	Annexation S5-B	Annexation S5-C
Description	Tract 13575	CUP 550	CRA 623	CUP 542	MS 201	MS 213	MS 211	CUP 559	CUP 636	CRA 546	CRA 641	CRA 640	CUP 562	CUP 548	Tract 10179	CUP 574
Original Parcels	APN 1212-701-01 THRU 27	APN 292-165-15	APN 292-381-08	APN 292-064-13, 17, 21 THRU 27	APN 171-341-33	APN 172-301-14 THRU 17	APN 292-201-36 & 37 Subsequently 36 became 38	APN 171-202-30	APN 169-043-14	APN 292-192-11	APN 292-310-36	APN 169-301-08, 10, 11	APN 292-064-17	APN 169-313-16	APN 167-861-37 THRU 54; APN 167-851-39 THRU 56	APN 171-202-33
Zone	1	3 & 4	1	4	3	4	3	3	1	4	1	4	See ANX S3-H	1	1	1
Unit of Benefit/Zone																
Zone 1 UOB	36	0	1	0	0	0	0	0	3	0	2	0	0	4	26	1
Zone 2 UOB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Zone 3 UOB	0	9	0	0	4	0	5	2	0	0	0	0	0	0	0	0
Zone 4 UOB	0	2	0	27	0	3	0	0	0	11	0	1	0	0	0	0
TOTAL UOB per Zone	36	11	1	27	4	3	5	2	3	11	2	1	0	4	26	1
Actual Expenses																
Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Incidental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Calculation of Current Assessments:																
Unit of Benefit Assessment/ Zone																
Zone 1	$ 734	$ -	$ 20	$ -	$ -	$ -	$ -	$ -	$ 61	$ -	$ 41	$ -	$ -	$ 82	$ 530	$ 20
Zone 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Zone 3	$ -	$ 249	$ -	$ -	$ 111	$ -	$ 138	$ 55	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Zone 4	$ -	$ 60	$ -	$ 811	$ -	$ 90	$ -	$ -	$ -	$ 330	$ -	$ 30	$ -	$ -	$ -	$ -
SUBTOTAL	**$ 734**	**$ 309**	**$ 20**	**$ 811**	**$ 111**	**$ 90**	**$ 138**	**$ 55**	**$ 61**	**$ 330**	**$ 41**	**$ 30**	**$ -**	**$ 82**	**$ 530**	**$ 20**
Incidental Expenses																
Engineering and Admin.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL APPLIED UOB & EXPENSES	**$ 734**	**$ 309**	**$ 20**	**$ 811**	**$ 111**	**$ 90**	**$ 138**	**$ 55**	**$ 61**	**$ 330**	**$ 41**	**$ 30**	**$ -**	**$ 82**	**$ 530**	**$ 20**
Levy Adjustments																
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ (34)	$ (86)	$ (1)	$ (243)	$ (30)	$ (27)	$ (38)	$ (15)	$ (3)	$ (99)	$ (2)	$ (9)	$ -	$ (4)	$ (24)	$ (1)
BALANCE TO LEVY	**$ 733.68**	**$ 308.73**	**$ 20.38**	**$ 810.81**	**$ 110.52**	**$ 90.09**	**$ 138.15**	**$ 55.26**	**$ 61.14**	**$ 330.33**	**$ 40.76**	**$ 30.03**	**$ -**	**$ 81.52**	**$ 529.88**	**$ 20.38**
Total # of Parcels	27	1	1	9	1	4	2	1	1	1	1	3	1	1	36	1
Total Parcels Levied	27	1	1	9	1	4	2	1	1	1	1	3	0	1	36	1

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Total Assessment Allowable	**$ 700.11**	**$ 222.51**	**$ 19.45**	**$ 567.81**	**$ 80.20**	**$ 63.10**	**$ 100.25**	**$ 40.10**	**$ 58.35**	**$ 231.33**	**$ 38.90**	**$ 21.03**	**$ -**	**$ 77.80**	**$ 505.80**	**$ 19.45**

APPENDIX A
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District Name	Annexation S5-D	Annexation S5-E	Annexation S6-A	Annexation S6-B	Annexation S7-A	Annexation S7-B	Annexation S7-C	Annexation S7-D	Annexation S7-E	Annexation S7-F	Annexation S7-G	Annexation S7-H	Annexation S8-A	Annexation S8-B	Annexation S9-A	Annexation S9-B
Description	CRA 642	MS 216-B	CRA 648	CUP 581	MS 228	CRA 639	CUP 602	CUP 590	CUP 607	CUP 577	CUP 541	Tract 14790-1	CUP 584	CRA 666	Tract 15589	MS 221
Original Parcels	APN 292-154-12	APN 174-021-41 & 42	Parcel is no longer assessed as it is owned by the City APN 292-157-16	APN 171-203-13	APN 171-161-14 & 15 Subsequently, S1-S and S7-H were resubdivided. Proportionate assessments levied to 0171-161-17 for for S7-A	APN 292-152-39	APN 292-063-48	APN 171-332-30	APN 167-101-13	APN 1212-041-01	APN 174-261-15	APN 176-521-01 THRU 13, 18 THRU 23, 27 THRU 32, APN 176-531-01 THRU 03, 07 THRU 09, 12 THRU 14, 18, 20 THRU 25 Subsequently, 0176-531-14 was changed to -26	APN 172-121-03	APN 292-158-03 Subsequently, 03 was changed to 17	APN 293-421-01 THRU 45	APN 174-281-33, 34, 35, 37
Zone	3	1	4	1	3	3	4	1	1 & 3	1	1	2	3	3	1 & 4	1
Unit of Benefit/Zone																
Zone 1 UOB	0	2	0	2	0	0	0	2	4	4	8	0	0	0	5	3
Zone 2 UOB	0	0	0	0	0	0	0	0	0	0	0	125	0	0	0	0
Zone 3 UOB	5	0	0	0	10	5	0	0	6	0	0	0	1	2	0	0
Zone 4 UOB	0	0	9	0	0	0	2	0	0	0	0	0	0	0	5	0
TOTAL UOB per Zone	5	2	9	2	10	5	2	2	10	4	8	125	1	2	10	3
Actual Expenses																
Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Incidental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Calculation of Current Assessments:																
Unit of Benefit Assessment/ Zone																
Zone 1	$ -	$ 41	$ -	$ 41	$ -	$ -	$ -	$ 41	$ 82	$ 82	$ 163	$ -	$ -	$ -	$ 102	$ 61
Zone 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,061	$ -	$ -	$ -	$ -
Zone 3	$ 138	$ -	$ -	$ -	$ 276	$ 138	$ -	$ -	$ 166	$ -	$ -	$ -	$ 28	$ 55	$ -	$ -
Zone 4	$ -	$ -	$ 270	$ -	$ -	$ -	$ 60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150	$ -
SUBTOTAL	**$ 138**	**$ 41**	**$ 270**	**$ 41**	**$ 276**	**$ 138**	**$ 60**	**$ 41**	**$ 247**	**$ 82**	**$ 163**	**$ 1,061**	**$ 28**	**$ 55**	**$ 252**	**$ 61**
Incidental Expenses																
Engineering and Admin.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL APPLIED UOB & EXPENSES	**$ 138**	**$ 41**	**$ 270**	**$ 41**	**$ 276**	**$ 138**	**$ 60**	**$ 41**	**$ 247**	**$ 82**	**$ 163**	**$ 1,061**	**$ 28**	**$ 55**	**$ 252**	**$ 61**
Levy Adjustments																
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ (38)	$ (2)	$ (270)	$ (2)	$ (76)	$ (38)	$ (18)	$ (2)	$ (49)	$ (4)	$ (7)	$ 599	$ (8)	$ (15)	$ (50)	$ (3)
BALANCE TO LEVY	**$ 138.15**	**$ 40.76**	**$ 270.27**	**$ 40.76**	**$ 276.30**	**$ 138.15**	**$ 60.06**	**$ 40.76**	**$ 247.30**	**$ 81.52**	**$ 163.04**	**$ 1,061.25**	**$ 27.63**	**$ 55.26**	**$ 252.05**	**$ 61.14**
Total # of Parcels	1	2	1	1	2	1	1	1	1	1	1	40	1	1	45	4
Total Parcels Levied	1	2	0	1	2	1	1	1	1	1	1	40	1	1	45	4

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Total Assessment Allowable	**$ 100.25**	**$ 38.90**	**$ -**	**$ 38.90**	**$ 200.50**	**$ 100.25**	**$ 42.06**	**$ 38.90**	**$ 198.10**	**$ 77.80**	**$ 155.60**	**$ 1,660.00**	**$ 20.05**	**$ 40.10**	**$ 202.50**	**$ 58.36**

APPENDIX A
COST TABLE
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STREET LIGHTING DISTRICT NO. 1, FY 2026-2027

District Name	Annexation S9-D	Annexation S9-E	Annexation S9-F	Annexation S10-A	Annexation S10-B	Annexation S10-C	Annexation S10-D	Annexation S10-E	Annexation S10-F	Annexation S10-G	Annexation S10-H	Annexation S10-I	Annexation S10-J	Annexation S10-K	Annexation S10-M
Description	CUP 617	CRA 670	CUP 629	Tract 15040	Tract 15832	Tract 15937	Tract 16015	Tract 16029	Tract 16032	Tract 16082	Tract 16101	MS 253, 255 (PM 15530, 15617	MS 252 (PM 15492	CRA 720	CRA 679
Original Parcels	APN 292-033-13	APN 292-157-20	APN 1212-431-02	APN 174-631-01 THRU 09, 11 THRU 35, 37 THRU 58, 63 & 64	APN 172-301-18 THRU 22, 26	APN 168-731-01 THRU 25, APN 168-741-01 THRU 78, APN 168-751-01 THRU 56	APN 1212-021-01 THRU 62	APN 167-081-13 THRU 45	APN 170-481-20 THRU 34	APN 172-091 24 THRU 36	APN 168-771-01 THRU 50, APN 168-781-01 THRU 34, APN 168-791-01 THRU 28, APN168-801-01 THRU 38	APN 292-153-28, 30 THRU 43	APN 169-011-32 THRU 35, 38 & 39	APN 292-154-22 THRU 25	APN 292-310-42
Zone	3	1	3	1 & 3	1 & 4	1, 3, & 4	1	1 & 3	1 & 4	1	1 & 4	1 & 4	4	1 & 4	1
Unit of Benefit/Zone															
Zone 1 UOB	0	1	0	71	4	95	54	12	9	18	108	17	0	5	1
Zone 2 UOB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Zone 3 UOB	4	0	5	4	0	30	0	11	0	0	0	0	0	0	0
Zone 4 UOB	0	0	0	0	3	13	0	0	4	0	9	5	7	2	0
TOTAL UOB per Zone	4	1	5	75	7	138	54	23	13	18	117	22	7	7	1
Actual Expenses															
Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Incidental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Calculation of Current Assessments:															
Unit of Benefit Assessment/ Zone															
Zone 1	$ -	$ 20	$ -	$ 1,447	$ 82	$ 1,936	$ 1,101	$ 245	$ 183	$ 367	$ 2,201	$ 346	$ -	$ 102	$ 20
Zone 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Zone 3	$ 111	$ -	$ 138	$ 111	$ -	$ 829	$ -	$ 304	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Zone 4	$ -	$ -	$ -	$ -	$ 90	$ 390	$ -	$ -	$ 120	$ -	$ 270	$ 150	$ 210	$ 60	$ -
SUBTOTAL	**$ 111**	**$ 20**	**$ 138**	**$ 1,558**	**$ 172**	**$ 3,155**	**$ 1,101**	**$ 548**	**$ 304**	**$ 367**	**$ 2,471**	**$ 497**	**$ 210**	**$ 162**	**$ 20**
Incidental Expenses															
Engineering and Admin.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL APPLIED UOB & EXPENSES	**$ 111**	**$ 20**	**$ 138**	**$ 1,558**	**$ 172**	**$ 3,155**	**$ 1,101**	**$ 548**	**$ 304**	**$ 367**	**$ 2,471**	**$ 497**	**$ 210**	**$ 162**	**$ 20**
Levy Adjustments															
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ (30)	$ (1)	$ (38)	$ (96)	$ (31)	$ (433)	$ (50)	$ (94)	$ (44)	$ (17)	$ (181)	$ (61)	$ (63)	$ (23)	$ (1)
BALANCE TO LEVY	**$ 110.52**	**$ 20.38**	**$ 138.15**	**$ 1,557.50**	**$ 171.61**	**$ 3,155.39**	**$ 1,100.52**	**$ 548.49**	**$ 303.54**	**$ 366.84**	**$ 2,471.31**	**$ 496.61**	**$ 210.21**	**$ 161.96**	**$ 20.38**
Total # of Parcels	1	1	1	58	6	159	62	33	15	13	150	15	6	4	1
Total Parcels Levied	1	1	1	58	6	159	62	33	15	13	150	15	6	4	1

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COST TABLE
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Total Assessment Allowable	**$ 80.20**	**$ 19.45**	**$ 100.25**	**$ 1,461.02**	**$ 140.88**	**$ 2,722.08**	**$ 1,050.28**	**$ 454.08**	**$ 259.20**	**$ 350.09**	**$ 2,290.50**	**$ 435.82**	**$ 147.20**	**$ 139.31**	**$ 19.45**

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District Name	Annexation S10-N	Annexation S10-O	Annexation S10-P	Annexation S10-Q	Annexation S10-R	Annexation S10-S	Annexation S10-T	Annexation S10-U	Annexation S10-V	Annexation S10-W	TOTALS
Description	CUP 35R	CUP 355 REV. 8	CUP 543	MS 234 (PM 15414)	MS 251 (PM 15414)	Tract 14790-2	Tract 14790-3	Tract 15532	CUP 652	MS 240	
Original Parcels	APN 173-251-21	APN 172-121-10, 11, 14	APN 171-431-02 Subsequently, 02 was changed to 05	APN 169-272-29, APN 169-281-45, 46	APN 176-014-16 & 17	APN 294-181-02 THRU 15, APN 294-191-01 THRU 4, 6 THRU 12, 16 THRU 20, APN 294-201-09, 11, 13, 15, 19, 21, 27, 28, APN 294-211-02 THRU 04, 06 THRU 10, 12, 13	APN 294-222-01 THRU 12, APN 294-232-01 THRU 07, APN 294-242-01 THRU 06, APN 294-252-01 THRU 13, APN 294-262-01 THRU 13	APN 168-271-13 THRU 48	APN 171-011-54	APN 292-201-22	
Zone	3	3	3	1 & 2	3	1 & 3	1 & 3	1, 3 & 4	1	1	
Unit of Benefit/Zone											
Zone 1 UOB	0	0	0	6	0	80	70	18	1	0	**749**
Zone 2 UOB	0	0	0	6	0	0	0	0	0	0	**131**
Zone 3 UOB	3	4	6	0	3	41	24	3	0	0	**291**
Zone 4 UOB	0	0	0	0	0	0	0	5	0	0	**158**
TOTAL UOB per Zone	3	4	6	12	3	121	94	26	1	0	**1329**
Actual Expenses											
Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Incidental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Calculation of Current Assessments:											
Unit of Benefit Assessment/ Zone											
Zone 1	$ -	$ -	$ -	$ 122	$ -	$ 1,630	$ 1,427	$ 367	$ 20	$ -	**$ 15,265**
Zone 2	$ -	$ -	$ -	$ 51	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,112**
Zone 3	$ 83	$ 111	$ 166	$ -	$ 83	$ 1,133	$ 663	$ 83	$ -	$ -	**$ 8,040.33**
Zone 4	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150	$ -	$ -	**$ 4,745**
SUBTOTAL	**$ 83**	**$ 111**	**$ 166**	**$ 173**	**$ 83**	**$ 2,763**	**$ 2,090**	**$ 600**	**$ 20**	**$ -**	**$ 29,162**
Incidental Expenses											
Engineering and Admin.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL APPLIED UOB & EXPENSES	**$ 83**	**$ 111**	**$ 166**	**$ 173**	**$ 83**	**$ 2,763**	**$ 2,090**	**$ 600**	**$ 20**	**$ -**	**$ 29,162**
Levy Adjustments											
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
General Fund Contribution	$ (23)	$ (30)	$ (45)	$ 23	$ (23)	$ (385)	$ (247)	$ (84)	$ (1)	$ -	**$ (4,117)**
BALANCE TO LEVY	**$ 82.89**	**$ 110.52**	**$ 165.78**	**$ 173.22**	**$ 82.89**	**$ 2,763.23**	**$ 2,089.72**	**$ 599.88**	**$ 20.38**	**$ -**	**$ 29,161.88**
Total # of Parcels	1	3	1	3	2	48	51	36	1	1	**993**
Total Parcels Levied	1	3	1	3	2	48	51	36	1	0	**988**

APPENDIX A
COST TABLE
ENGINEER'S REPORT
STREET LIGHTING DISTRICT NO. 1, FY 2026-2027

Total Assessment Allowable	**$ 60.15**	**$ 80.19**	**$ 120.30**	**$ 196.44**	**$ 60.16**	**$ 2,377.92**	**$ 1,842.63**	**$ 515.52**	**$ 19.45**	**$ -**	**$ 25,044.65**

APPENDIX B

DISTRICT DIAGRAM

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CITY OF REDLANDS
STREET LIGHT DISTRICT NO. 1

APPENDIX B - ASSESSMENT DIAGRAMS

Abbreviations

APN – Assessor's Parcel Number

CRA – Commission Review and Approval

CUP – Conditional Use Permit

MS – Minor Subdivision

PM – Parcel Map

TM – Tract Map

General comments

Each annexation has its own diagram.

North is up unless notated otherwise.

The assessor's parcel numbers are shown as a 9 digit number.

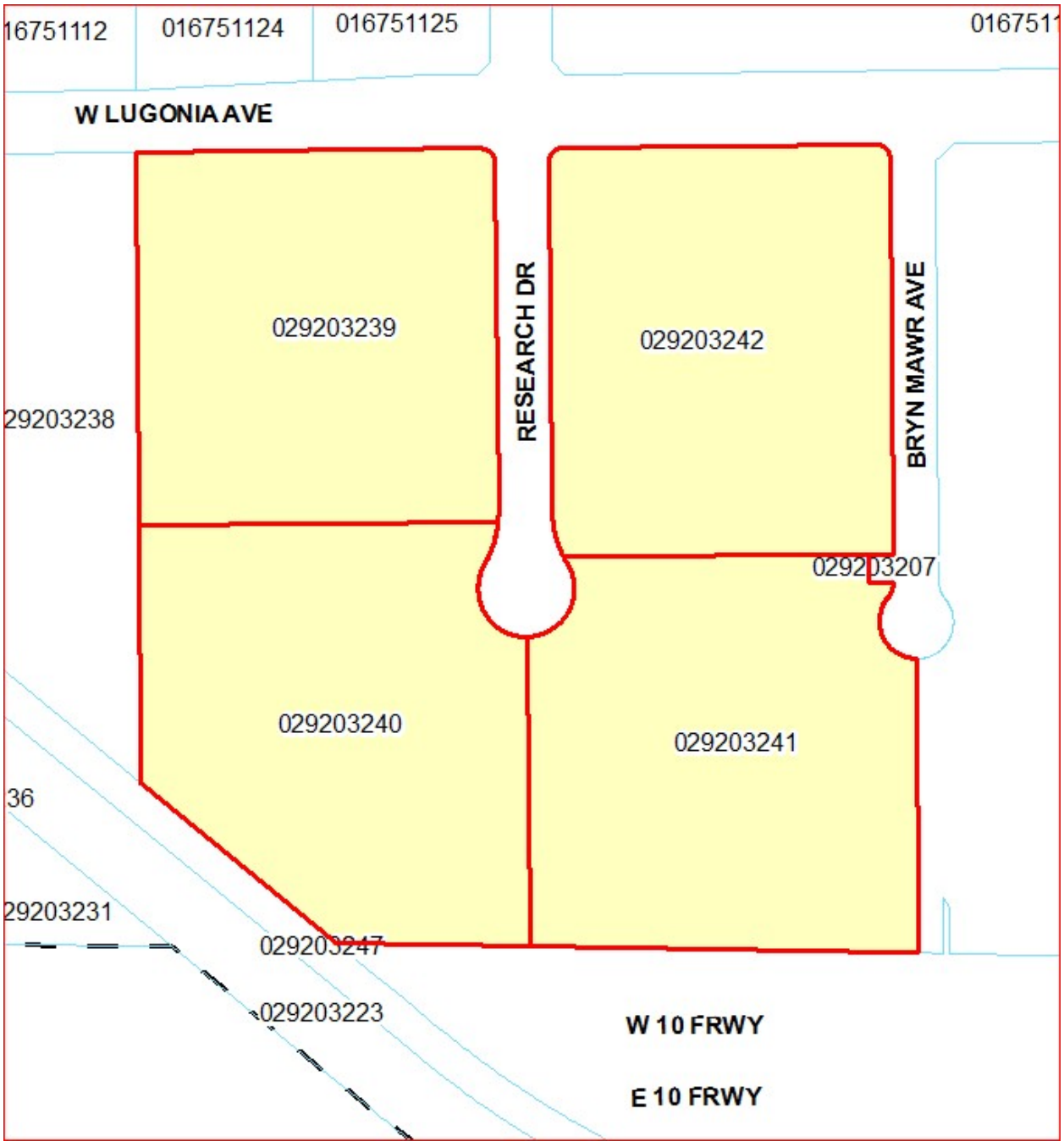
A dark red line delineates the boundary of each annexation.

A shaded background is typically used to indicate parcels within the Street Lighting District.

Annexation #s

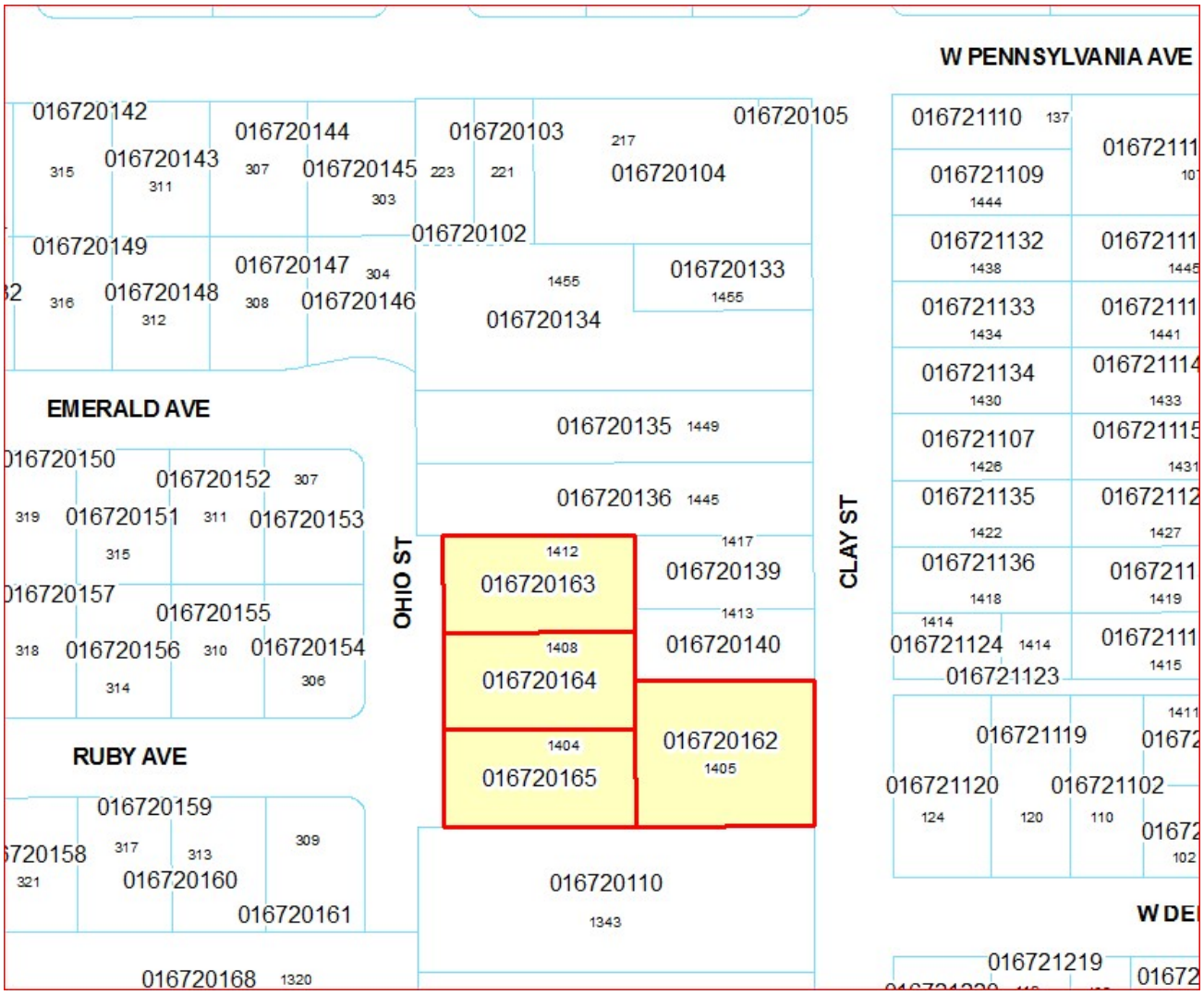
Initial District
S1-A thru S1-Y
S2-A thru S2-H
S3-A thru S3-I
S4-A thru S4-I
S5-A thru S5-E
S6-A thru S6-B
S7-A thru S7-H
S8-A thru S8-C
S9-A thru S9-F
S10-A thru S10-W

Initial District



Parcel Map No. 11917

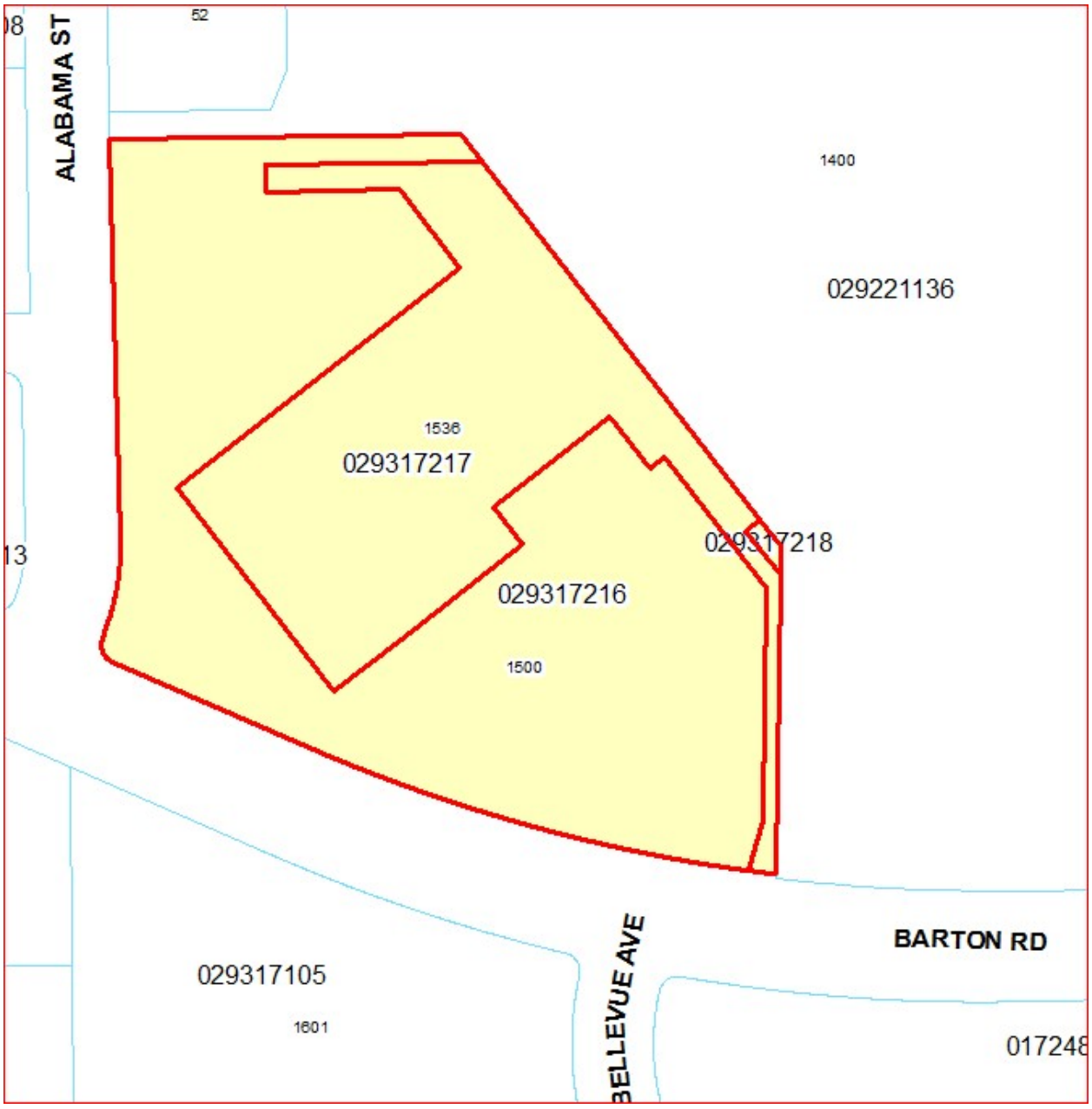
Annexation S1-A



Parcel Map No. 12450

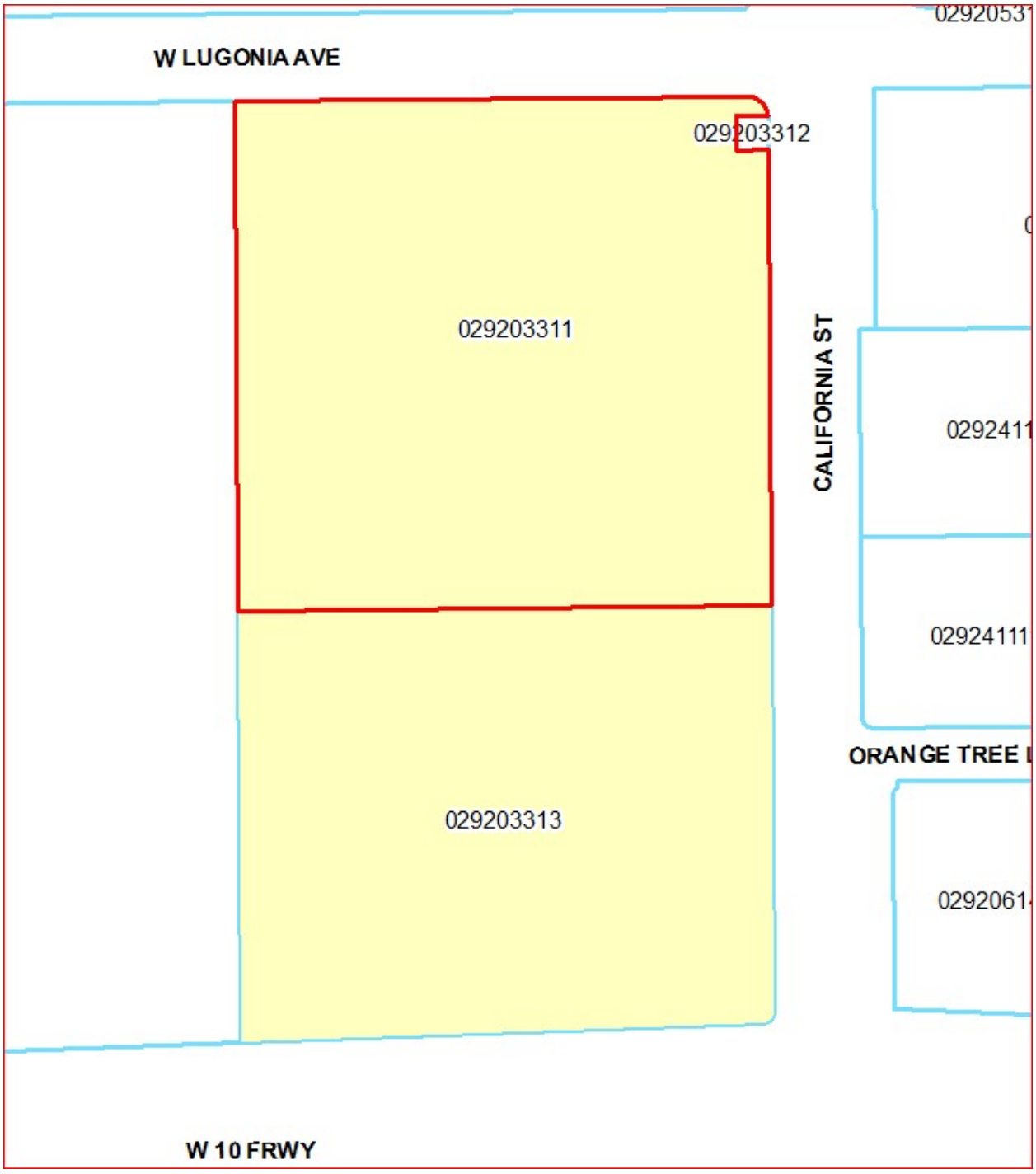
These parcels are not assessed.

Annexation S1-B



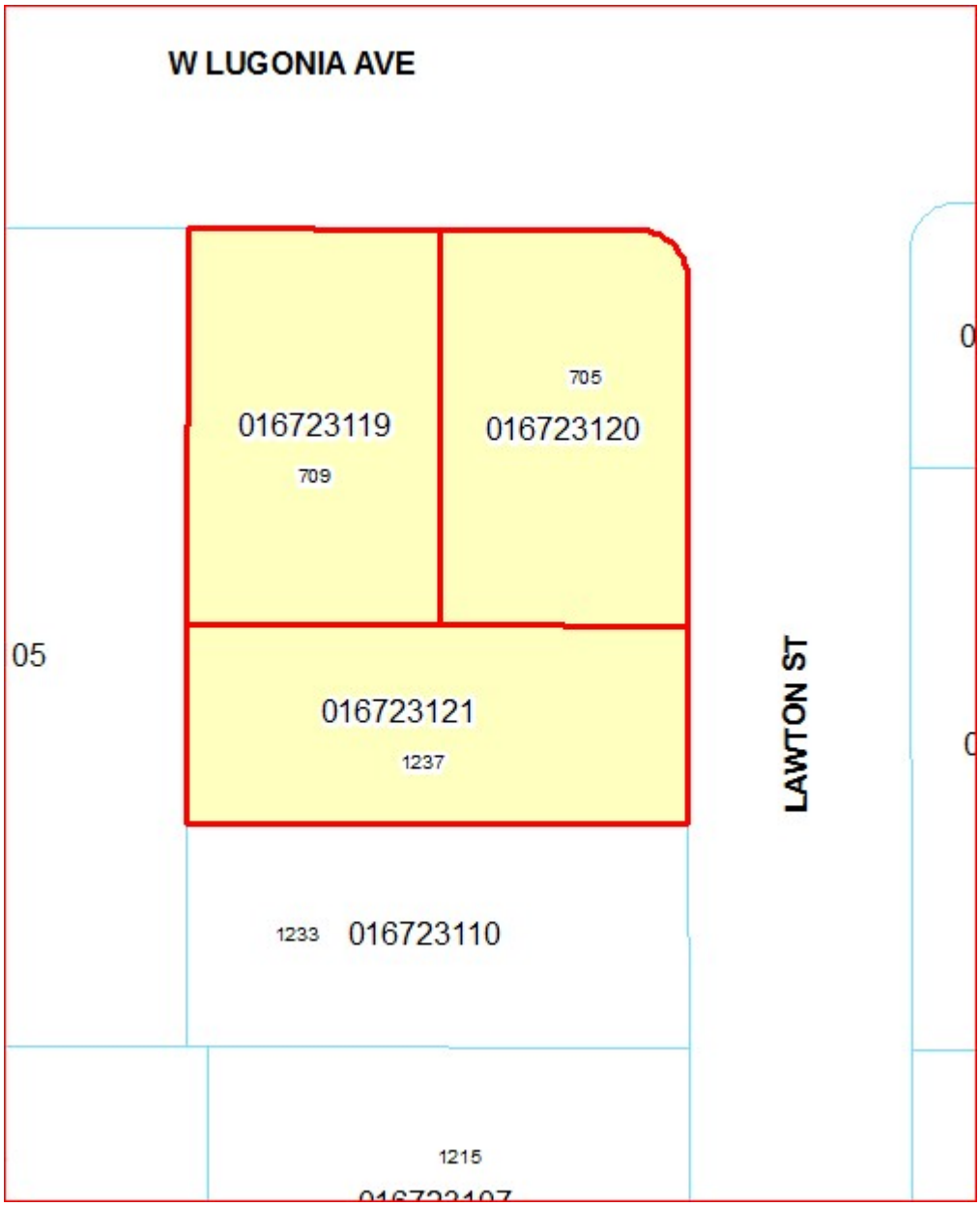
Parcel Map No. 11755

Annexation S1-C



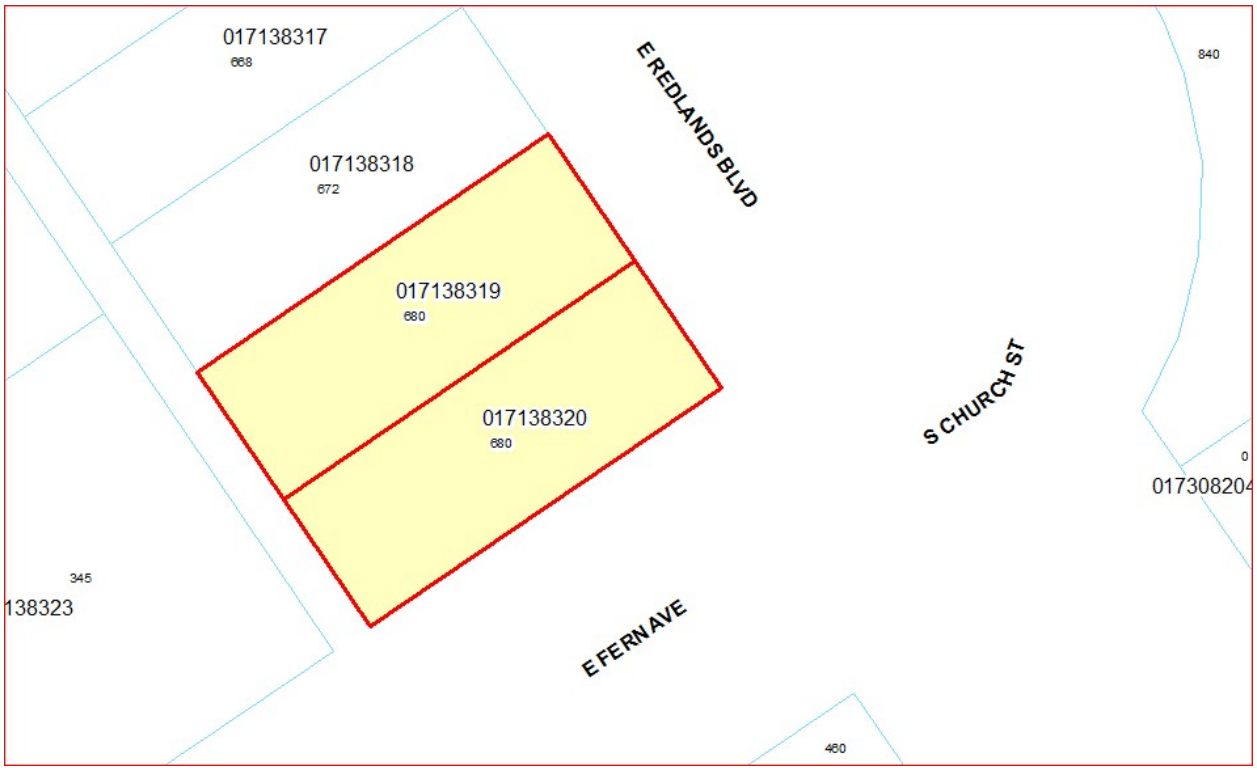
CUP 617

Annexation S1-D



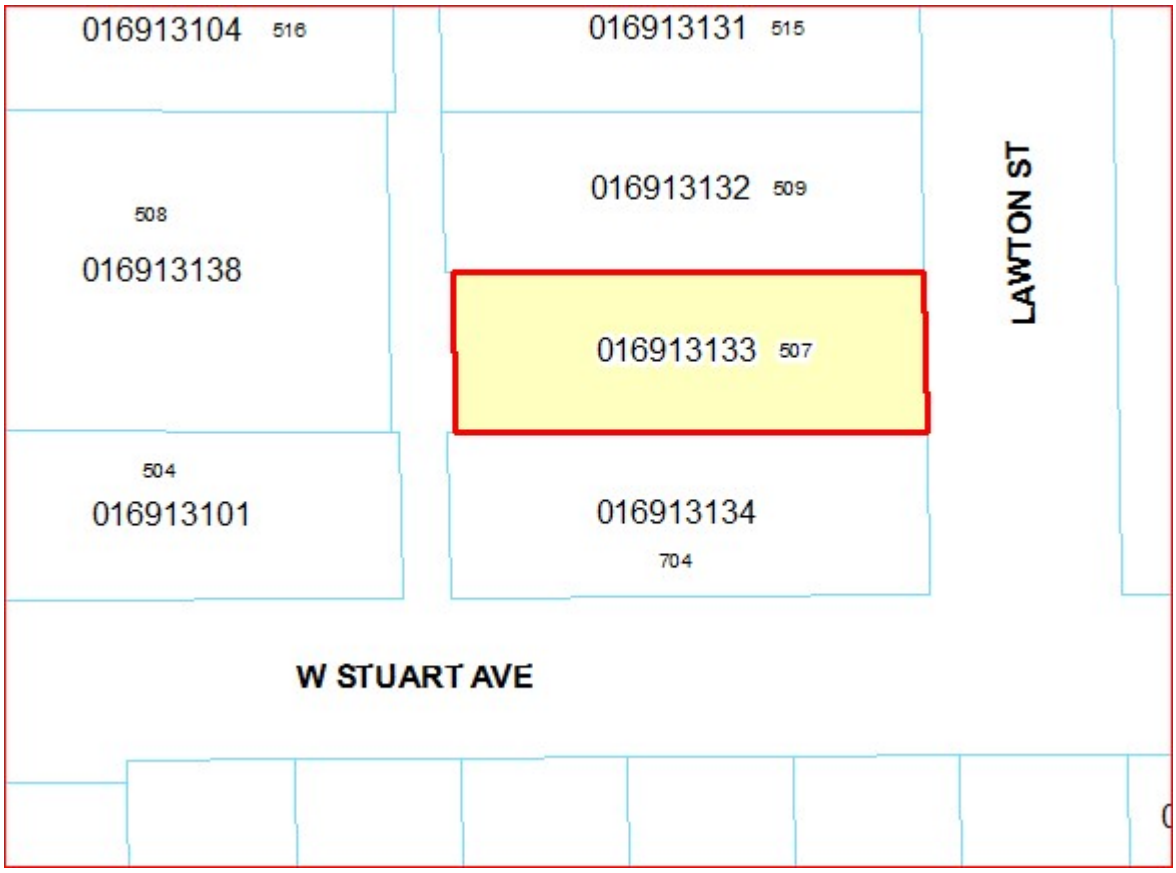
MS 184, Parcel Map No. 12300

Annexation S1-E



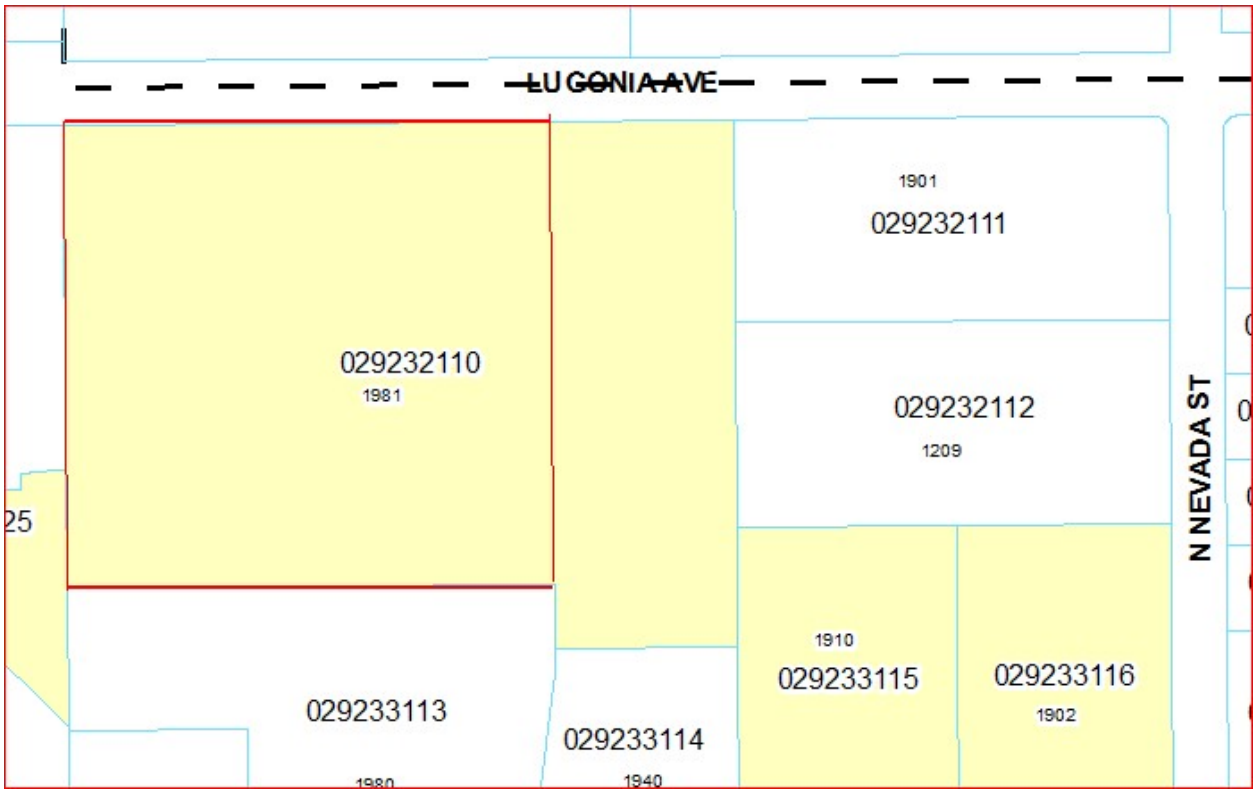
CUP 382

Annexation S1-F



CRA 606

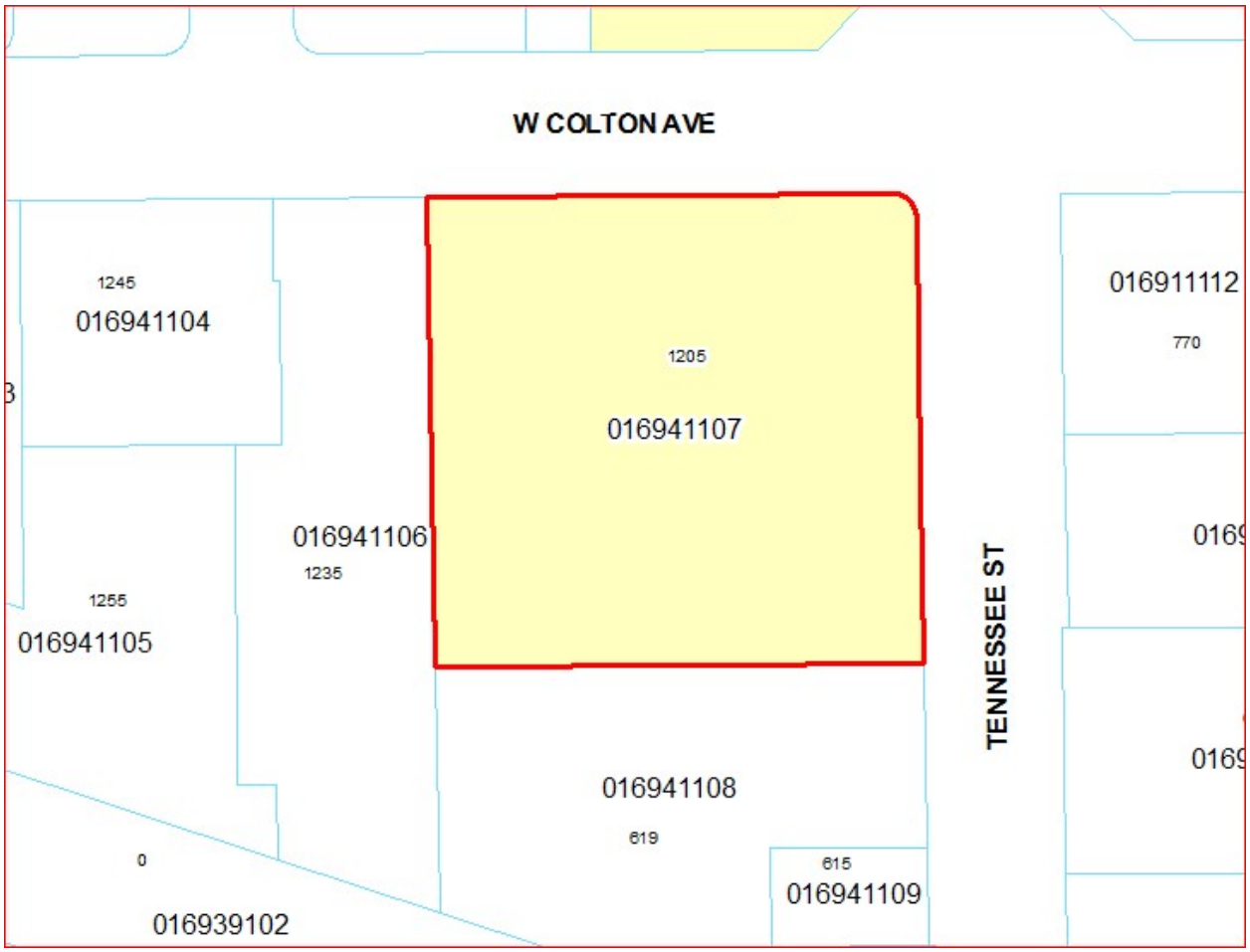
Annexation S1-G



CRA 486

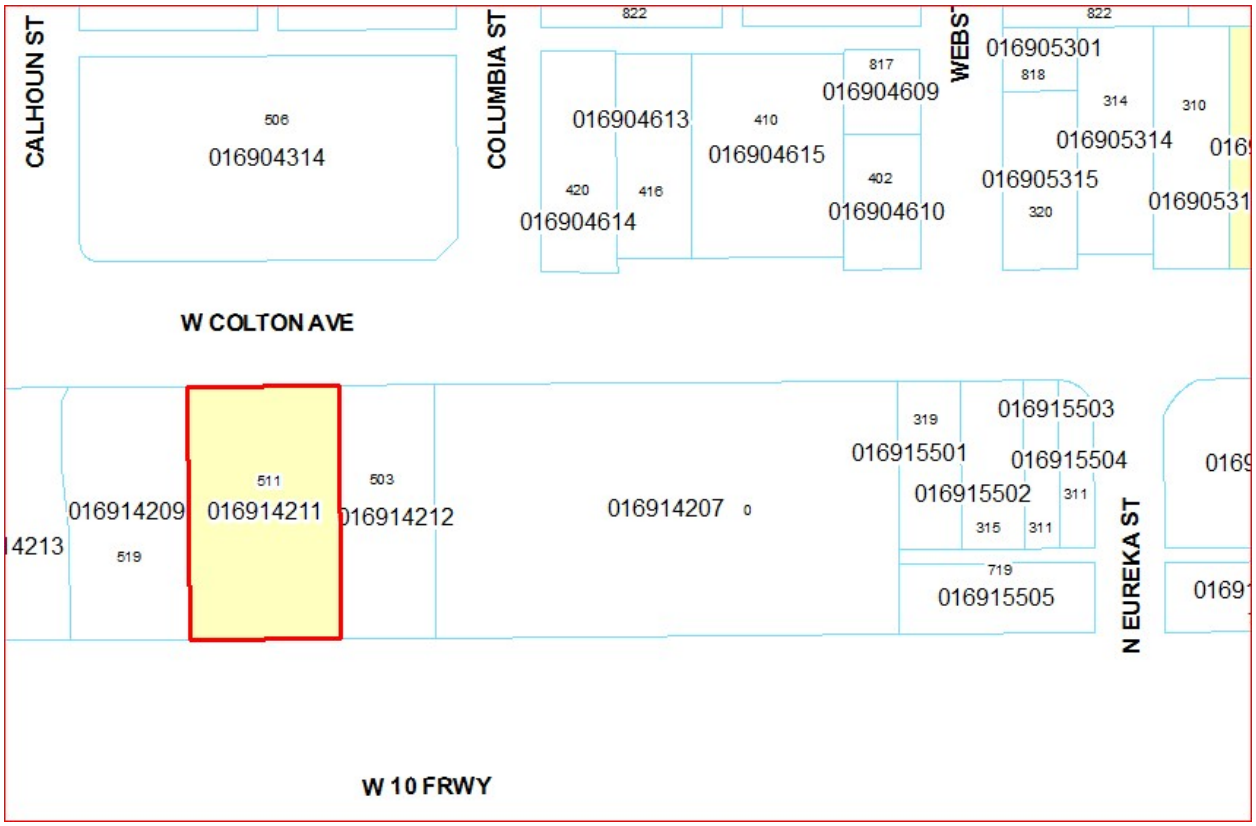
Note: The boundary shown in red was the original parcel for Annexation S1-G. The lot boundary was modified so the entire parcel is shown as part of the Street Light District.

Annexation S1-H



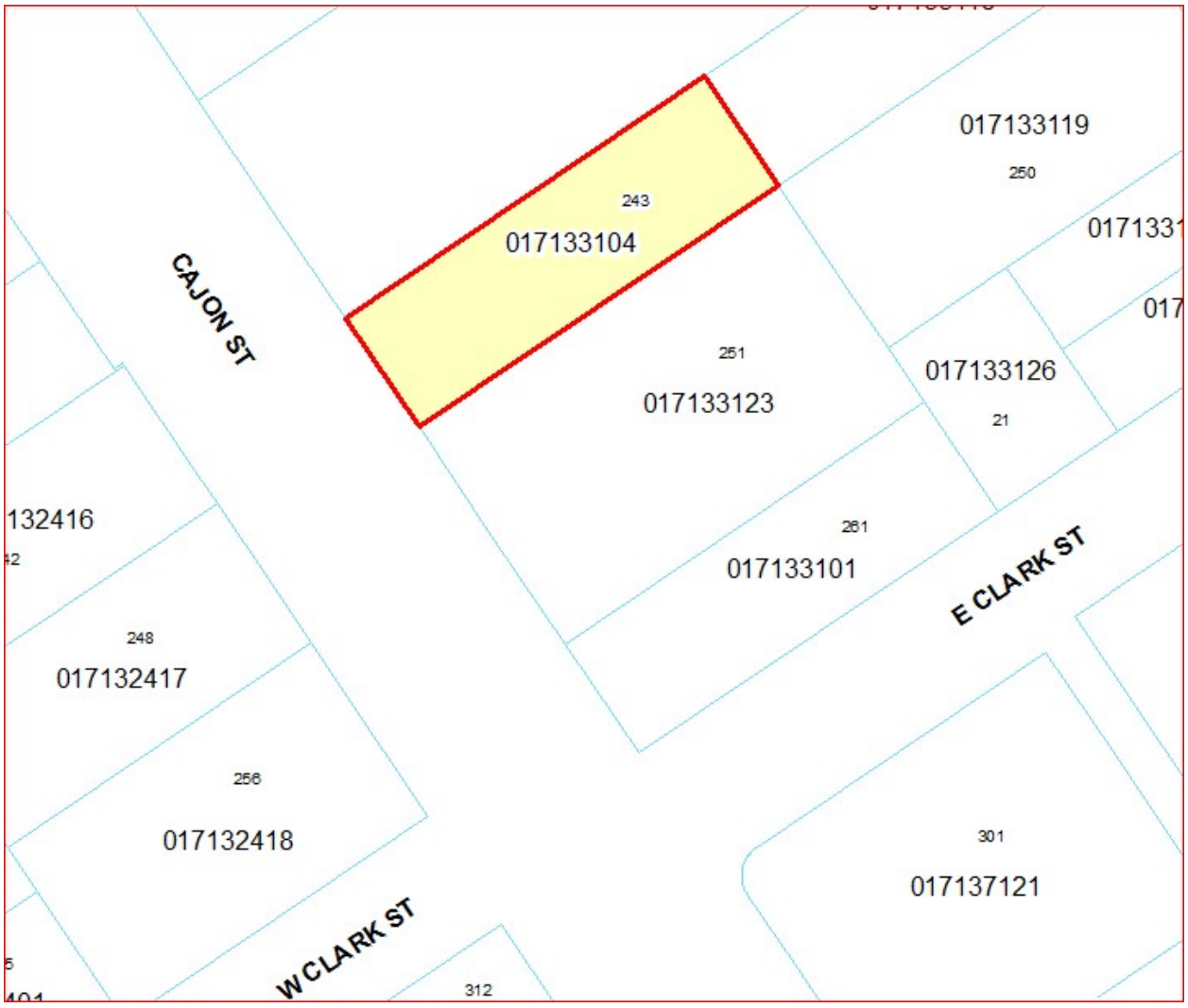
CUP 253

Annexation S1-I



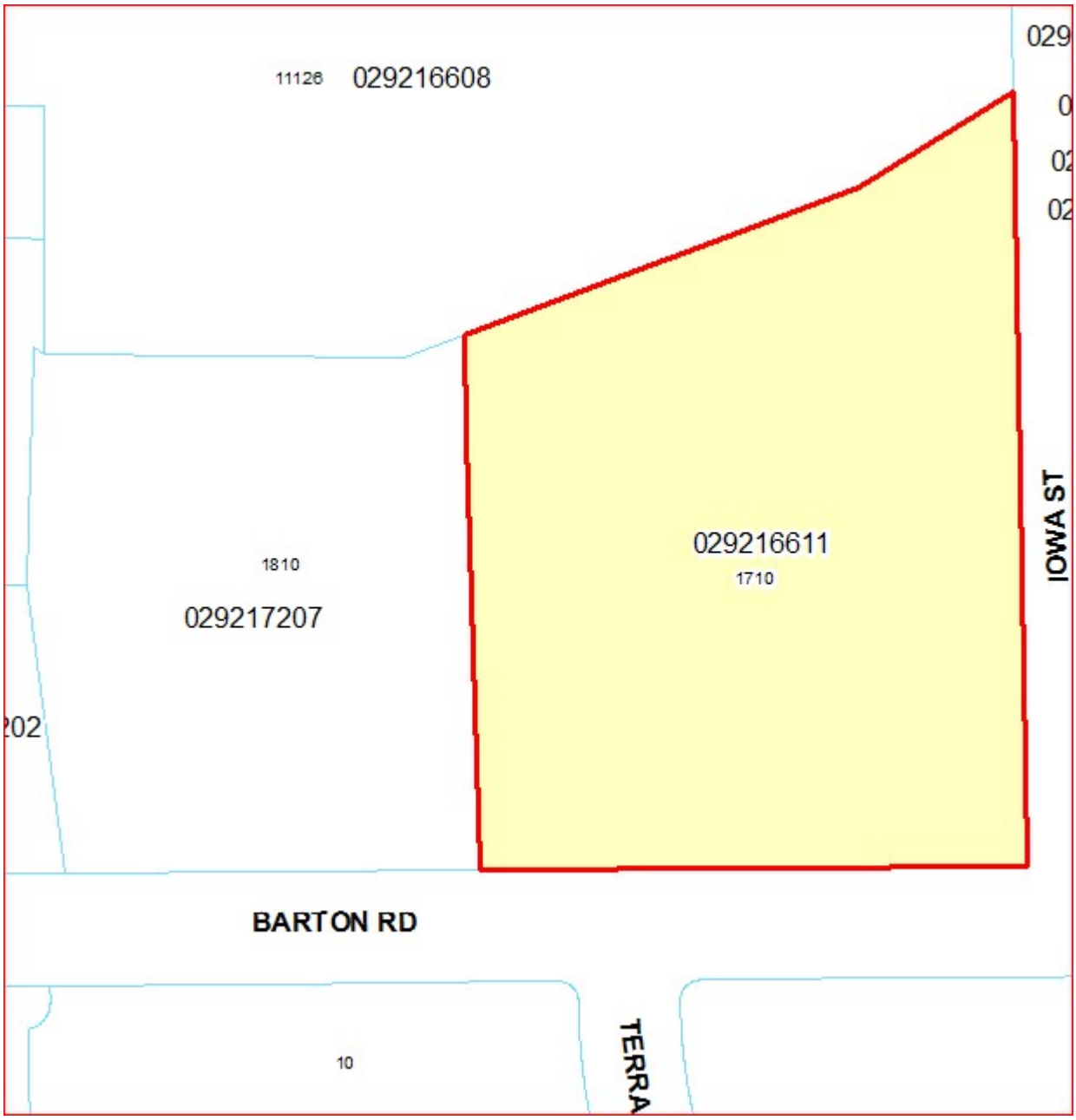
CRA 608

Annexation S1-J



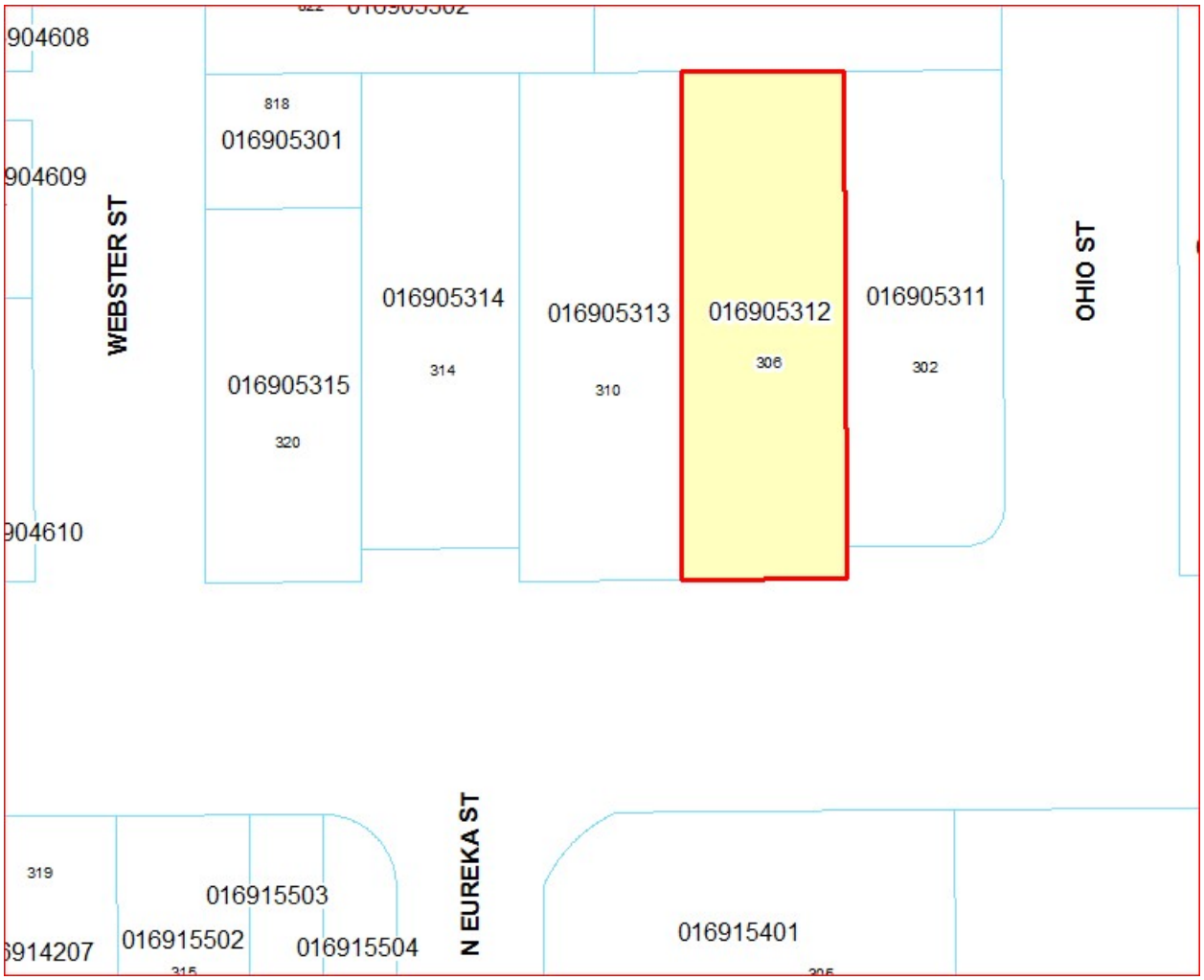
CUP 519

Annexation S1-K



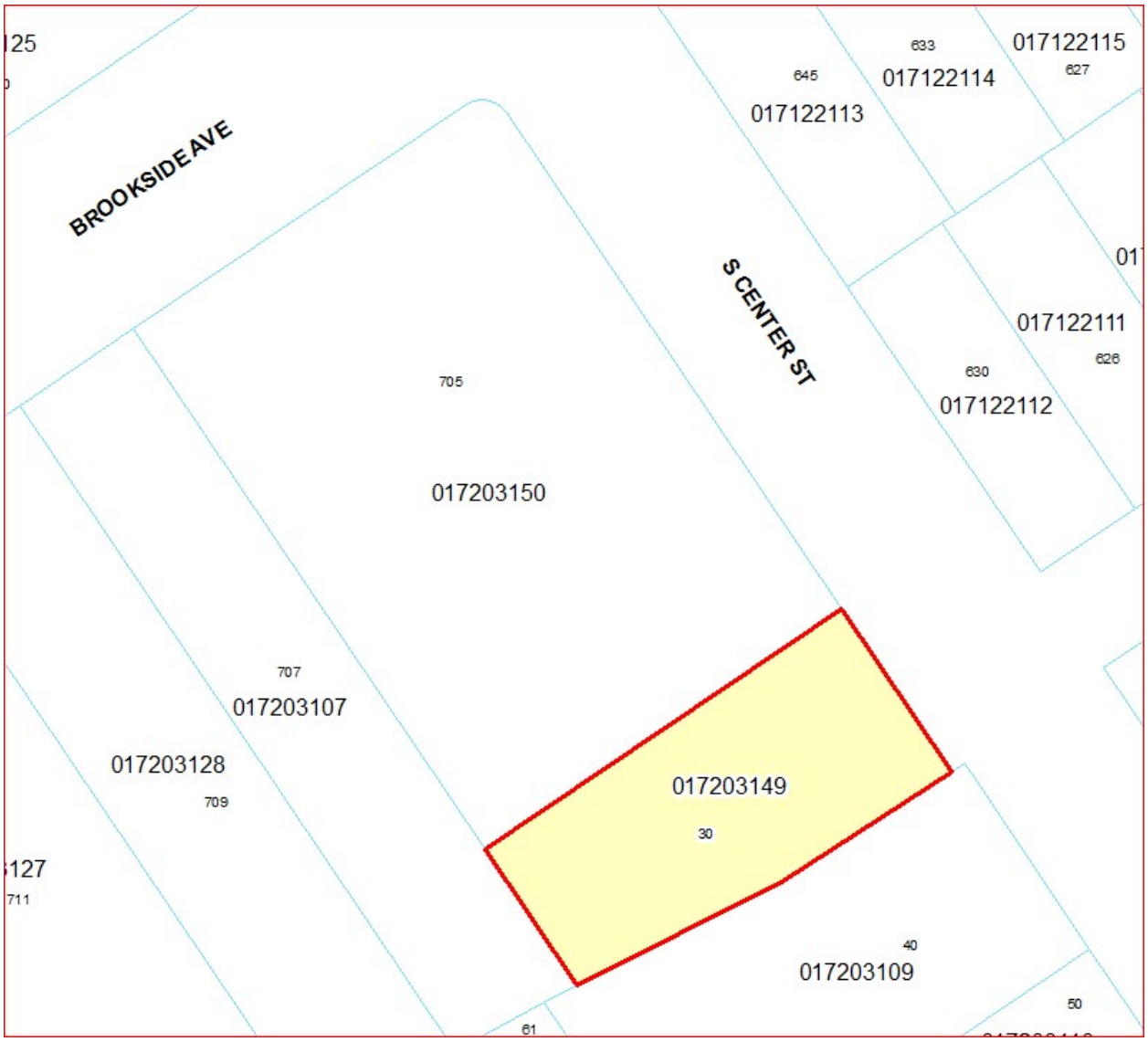
CUP 516

Annexation S1-L



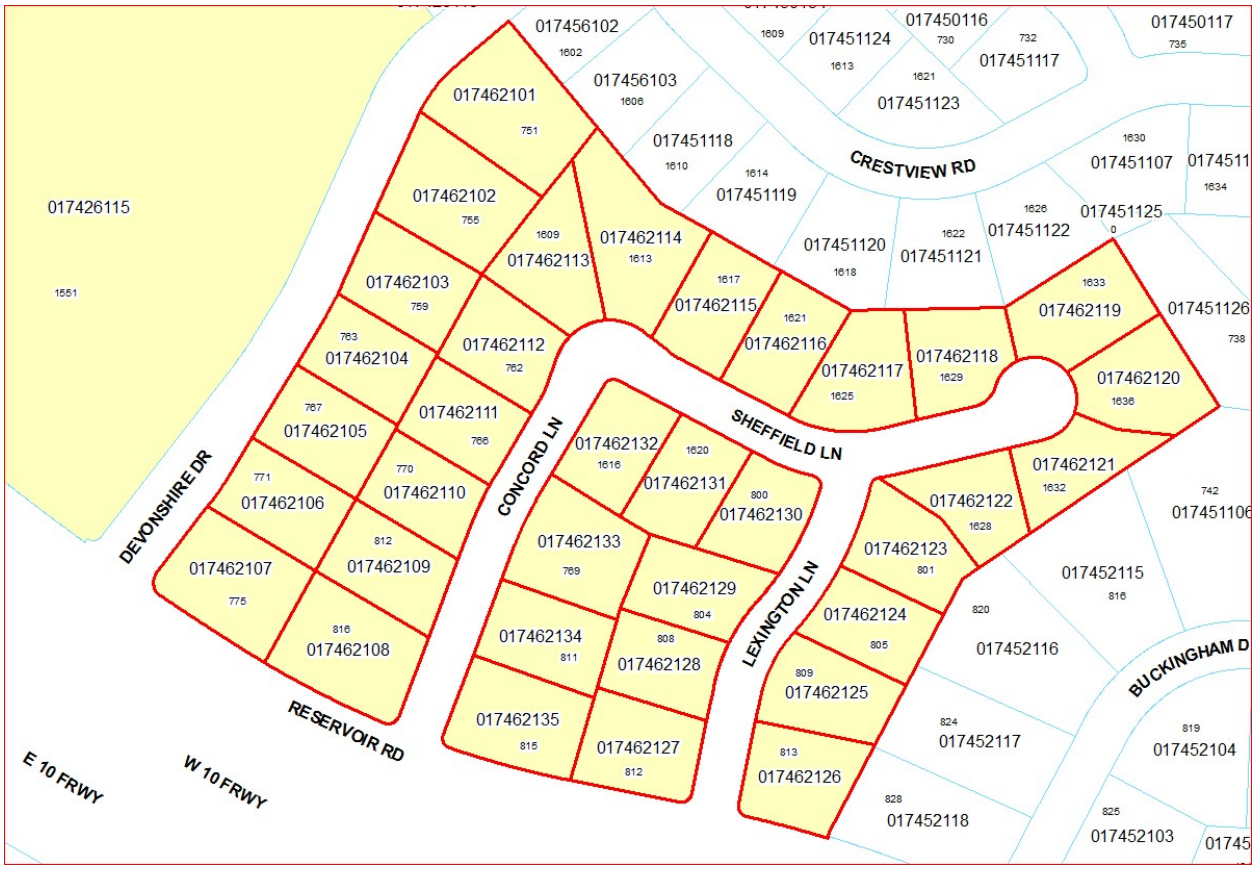
CUP 518

Annexation S1-M



CUP 522

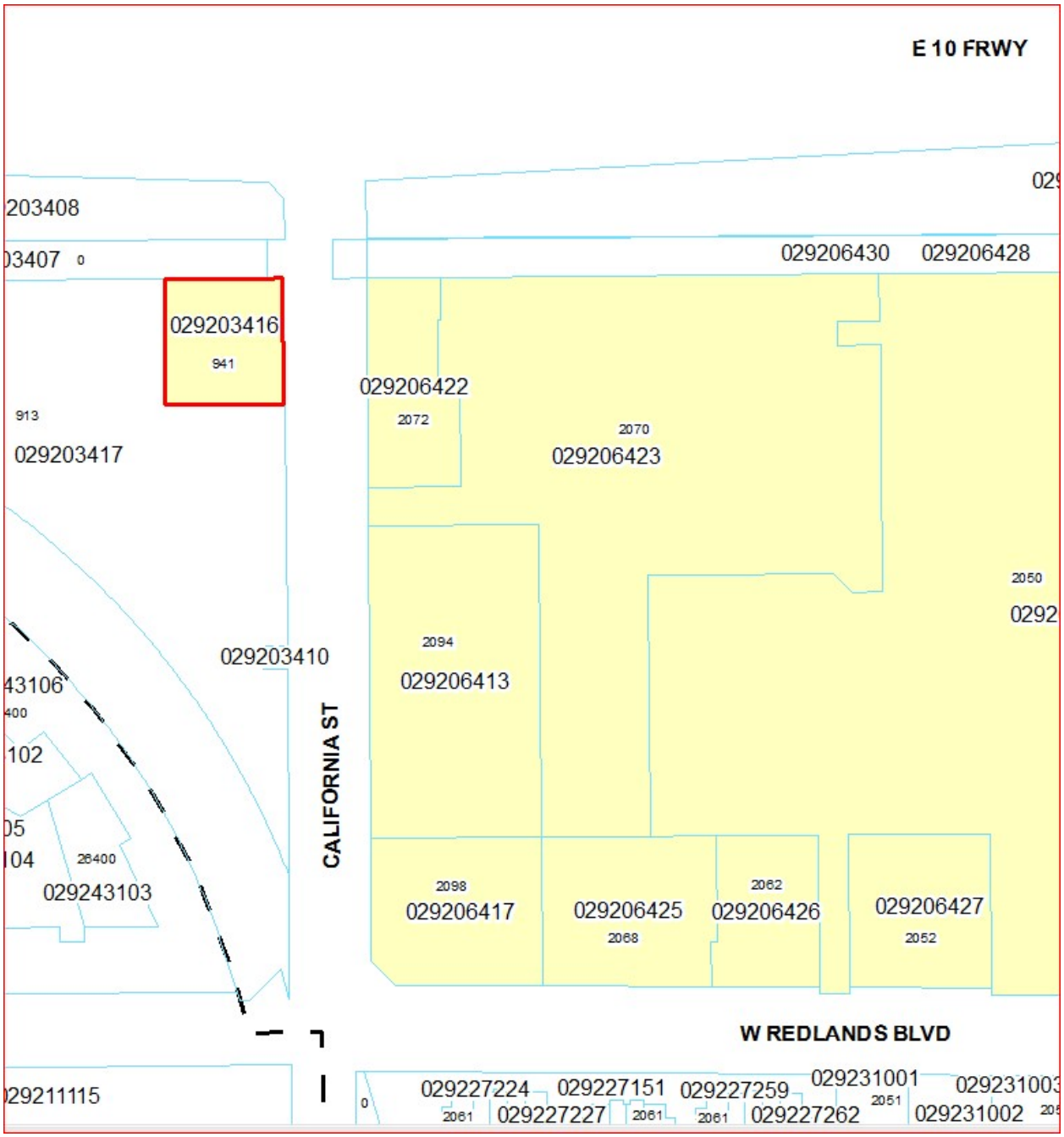
Annexation S1-N



Tract 13947

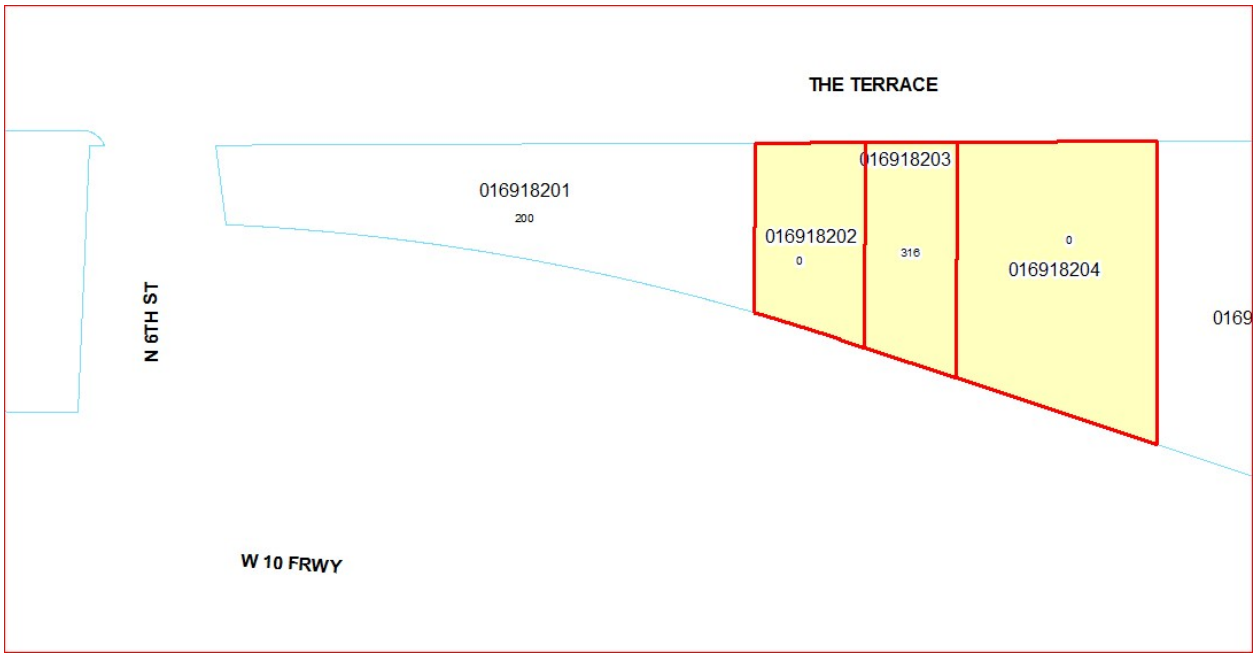
Annexation S1-O

APN changed from
029203416 to 029203439



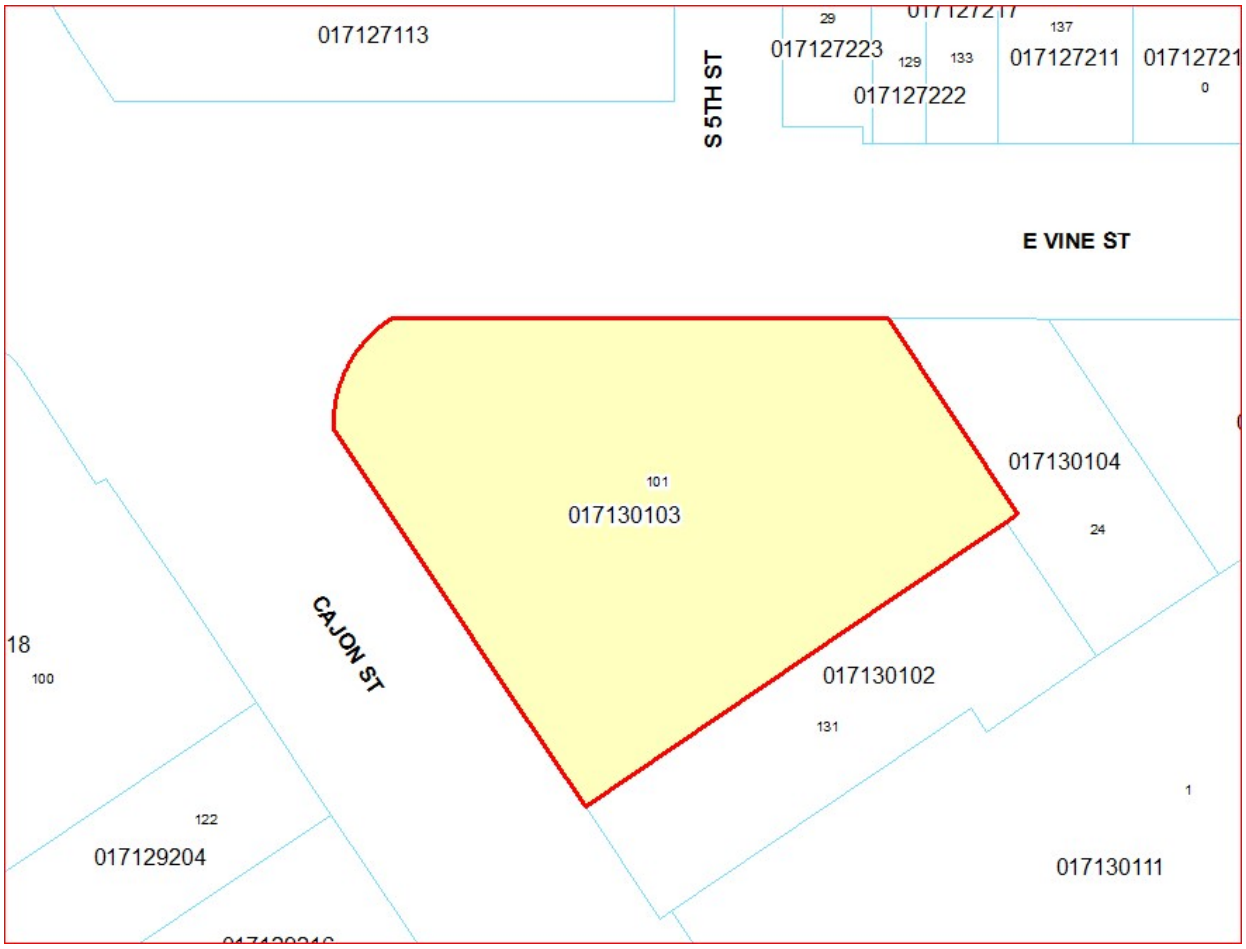
CUP 521

Annexation S1-P



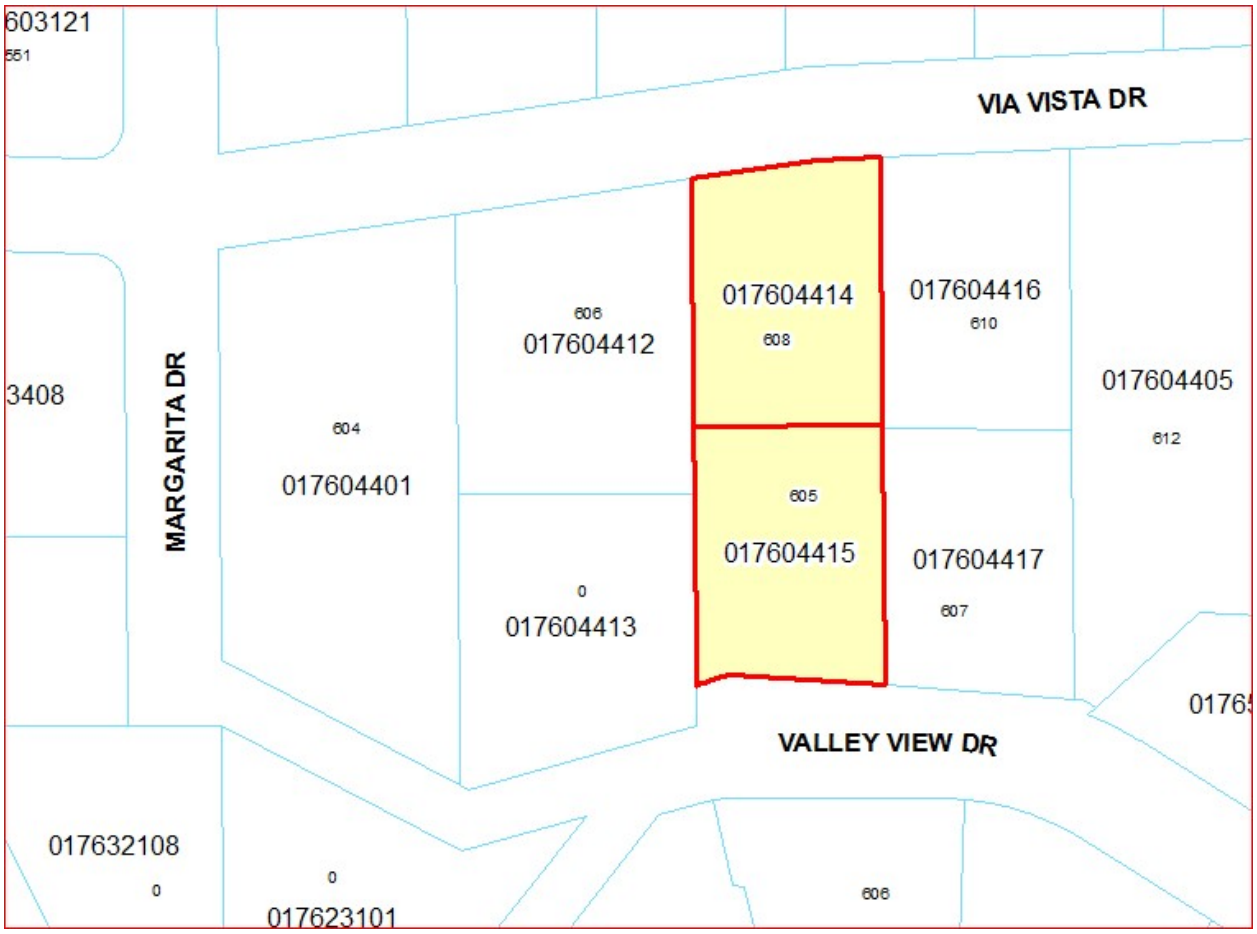
CUP 605

Annexation S1-Q



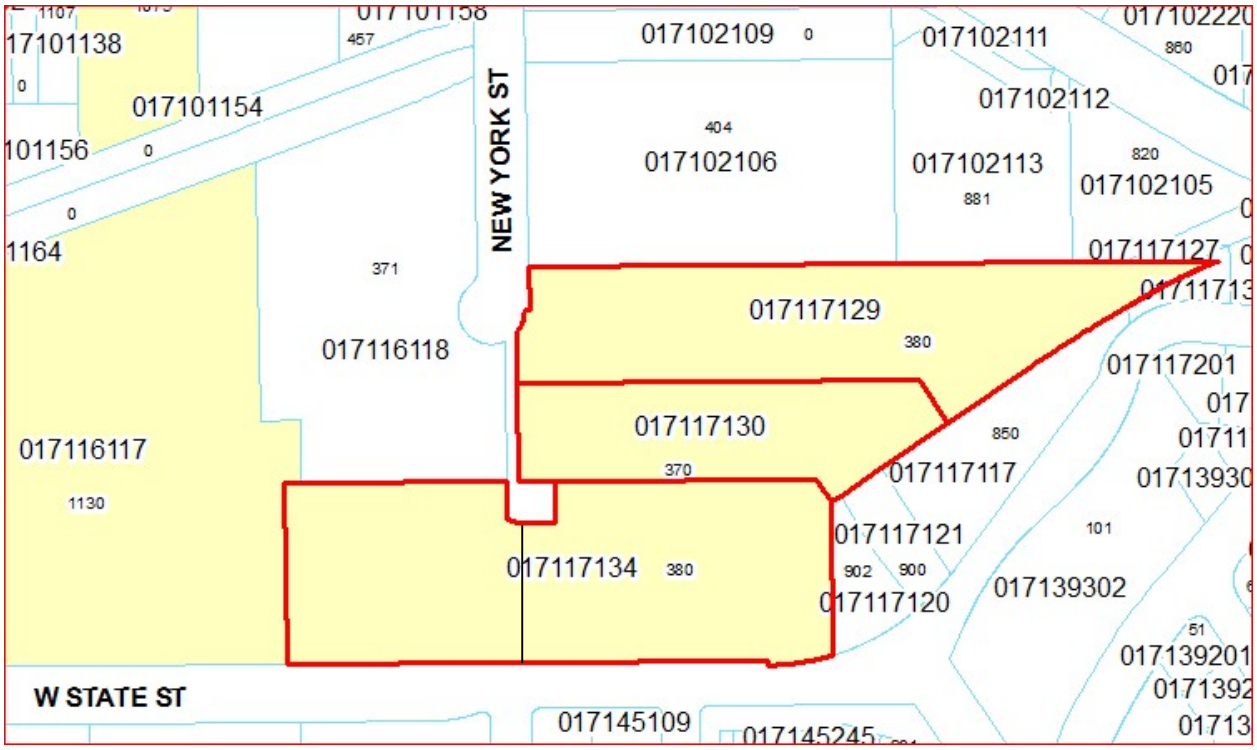
MS 183 - Parcel Map 12087, City Hall

Annexation S1-R



Parcel Map 11904

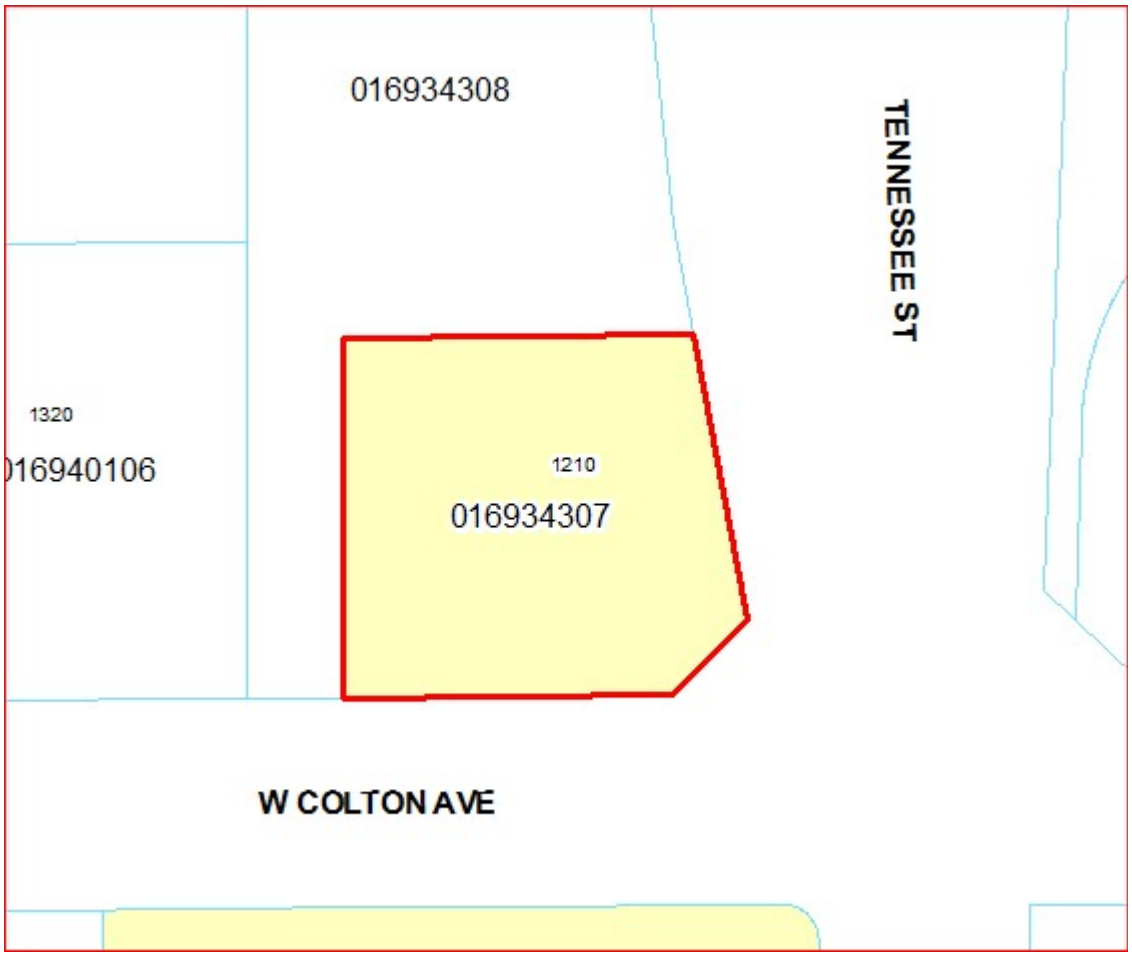
Annexation S1-S



CUP 278

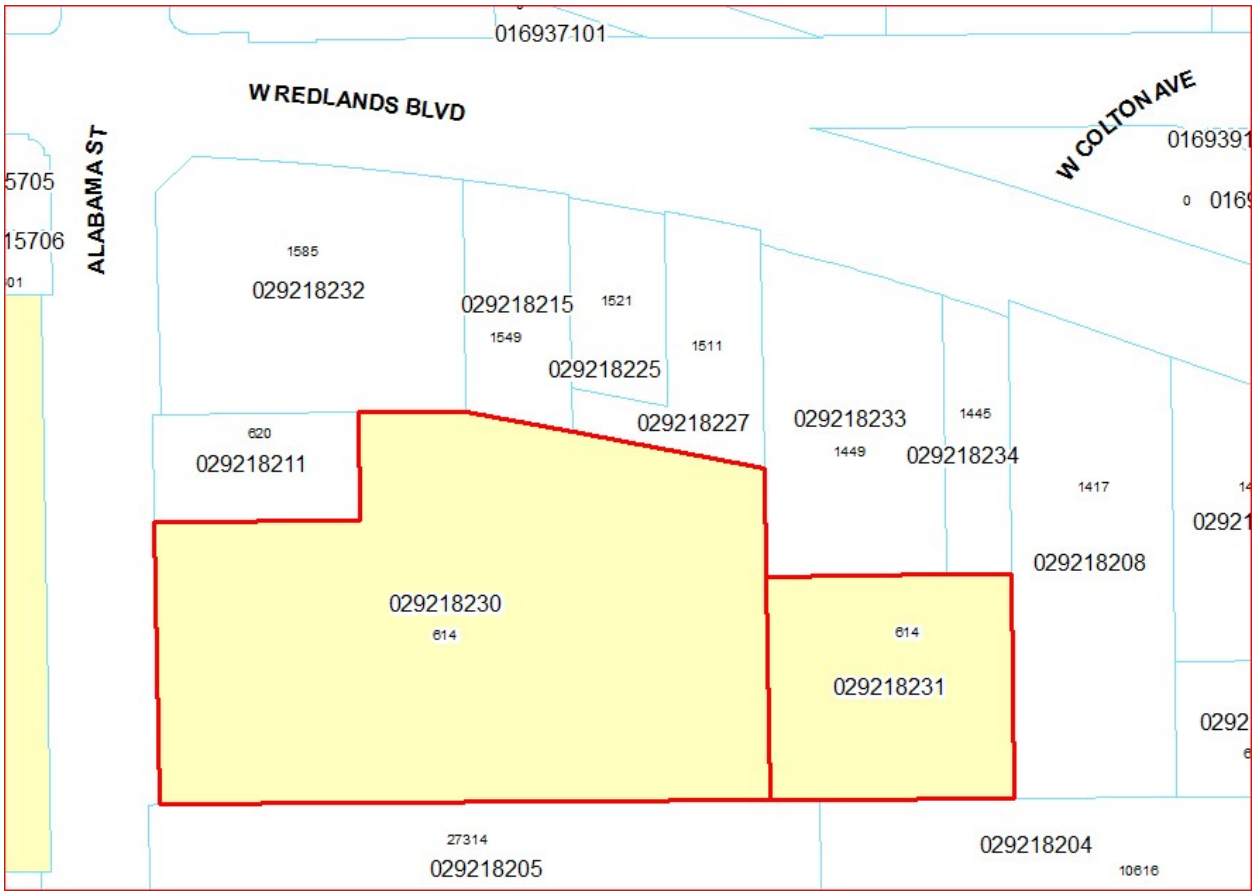
See comments for Annexation S7-A

Annexation S1-T



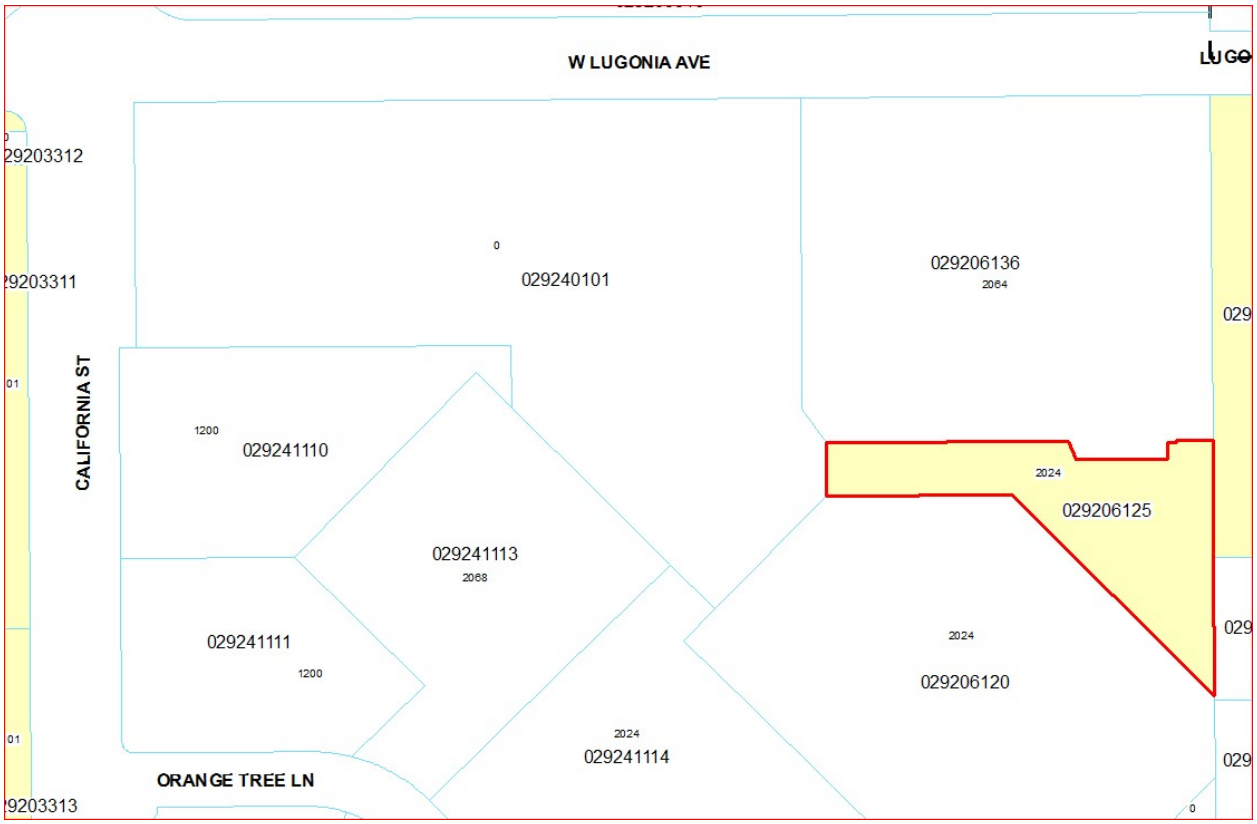
CUP 405

Annexation S1-U



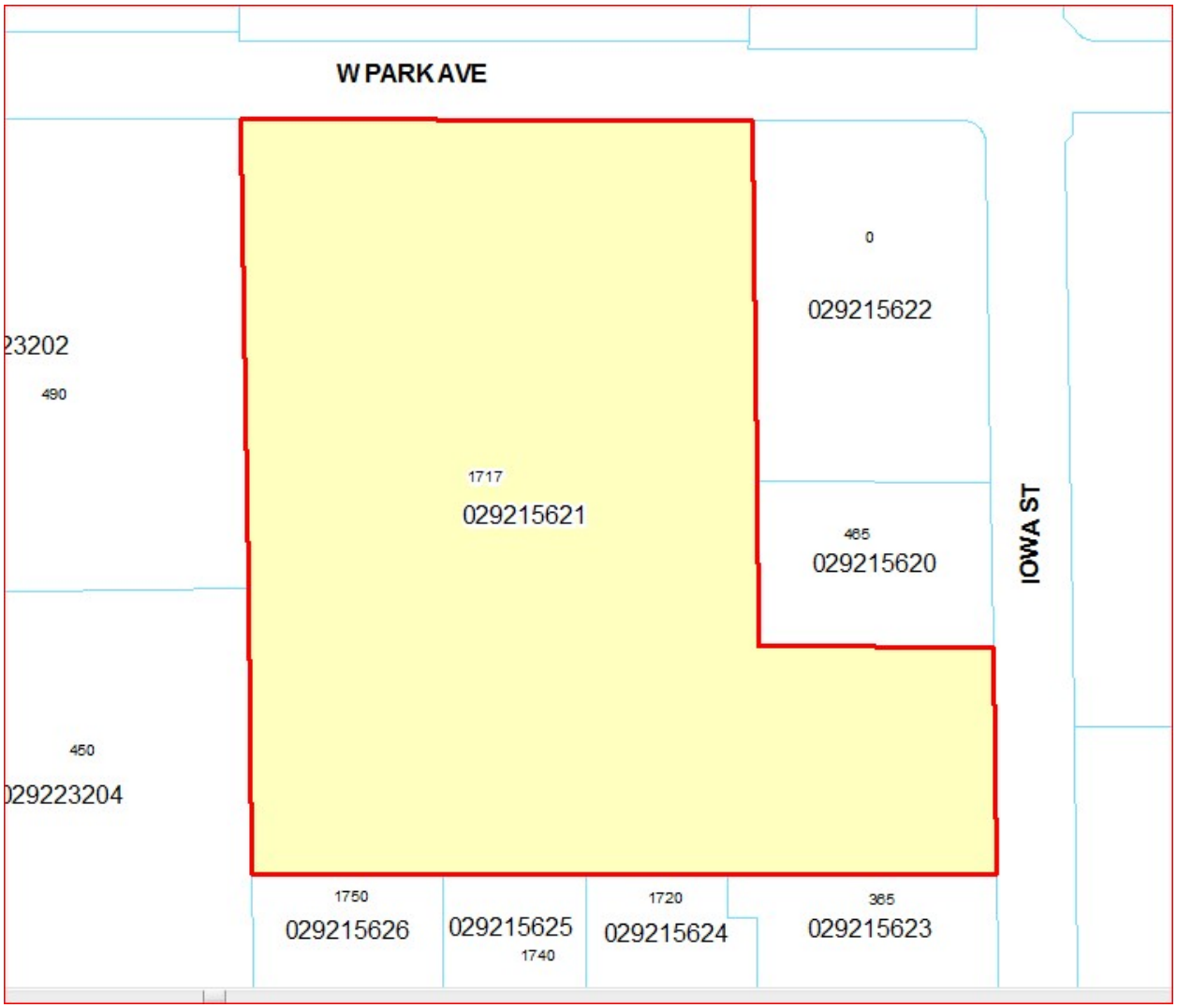
CRA 354, Parcel Map 3131

Annexation S1-V



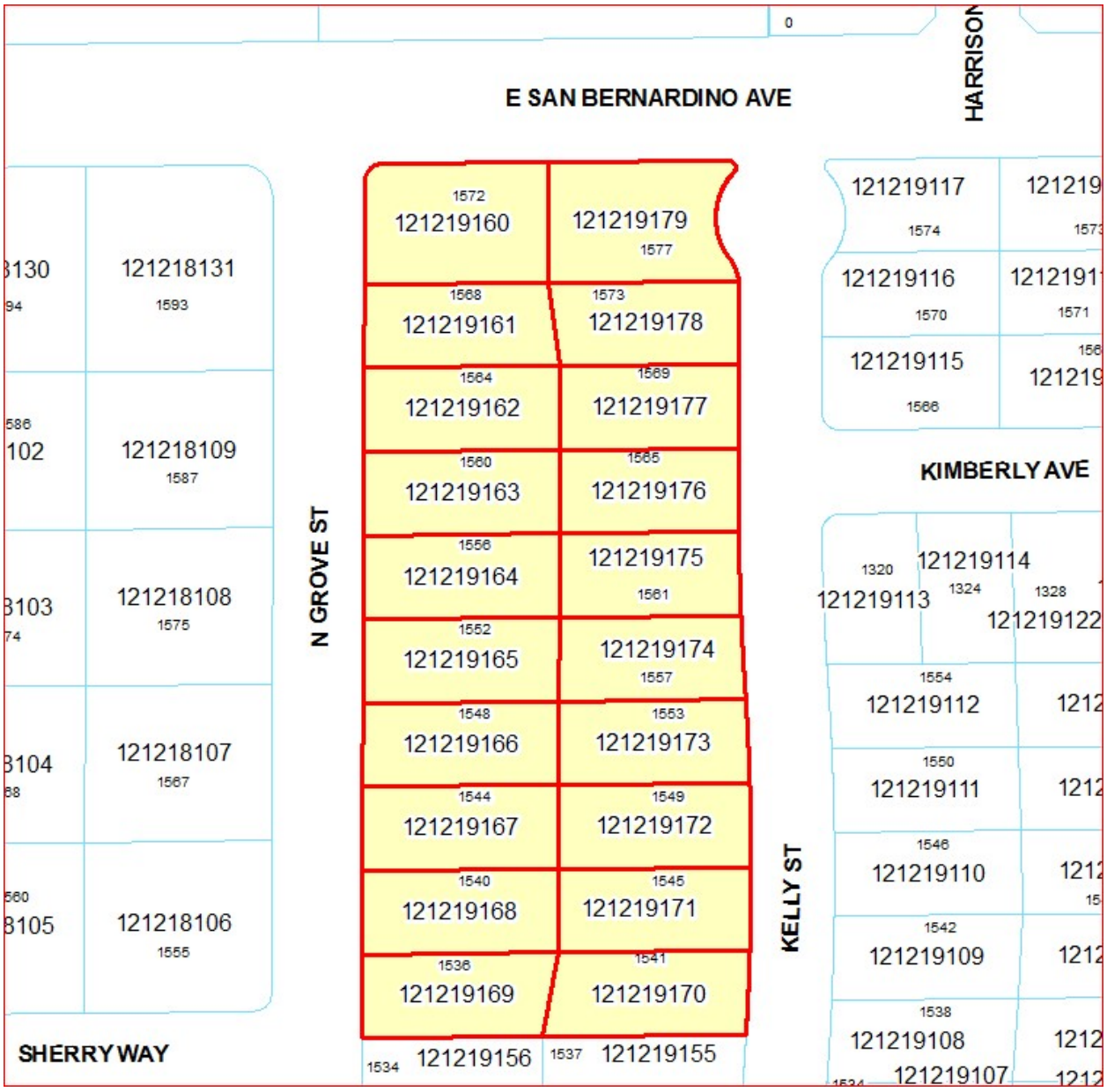
CRA 346

Annexation S1-W



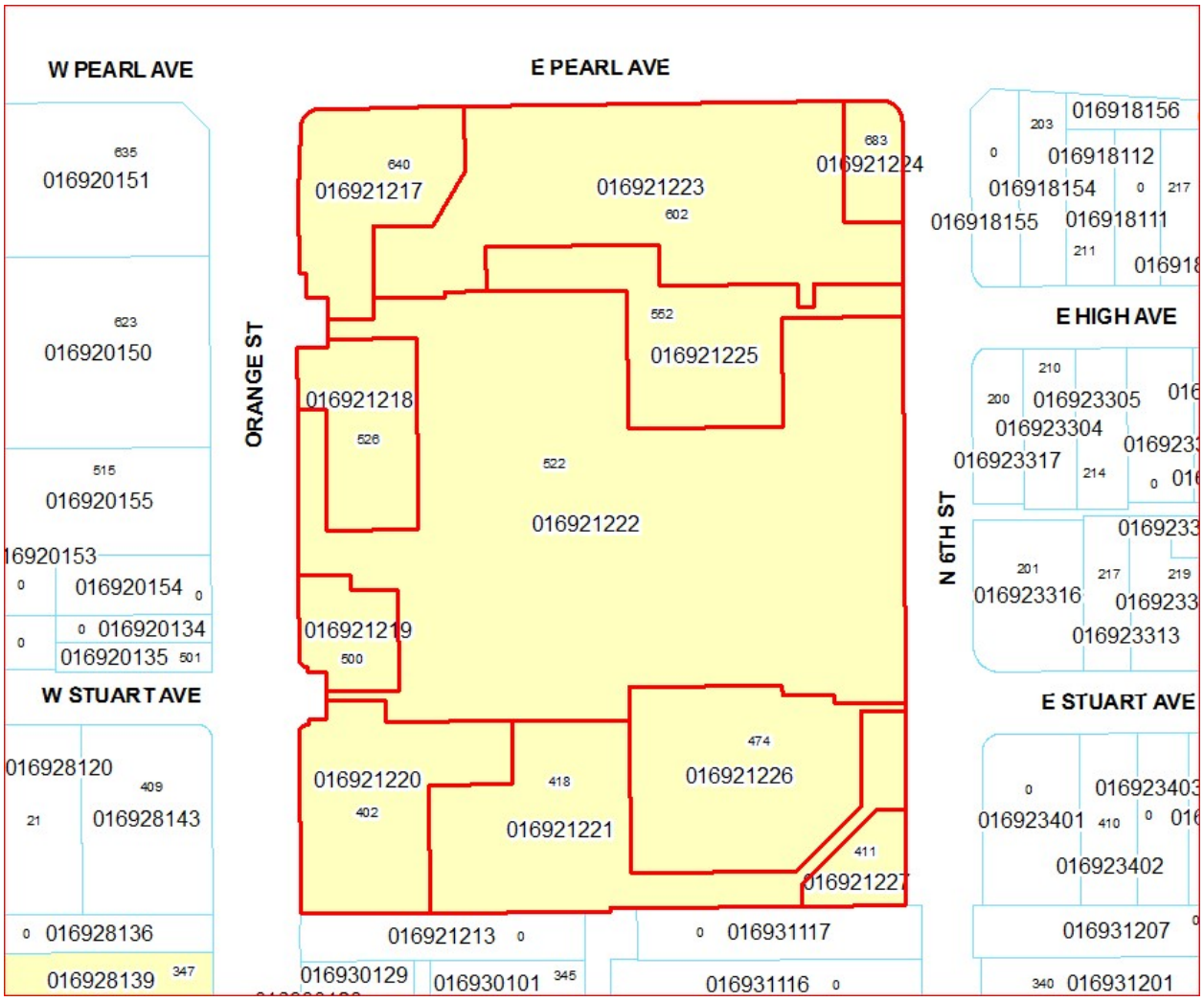
CRA 607

Annexation S1-X



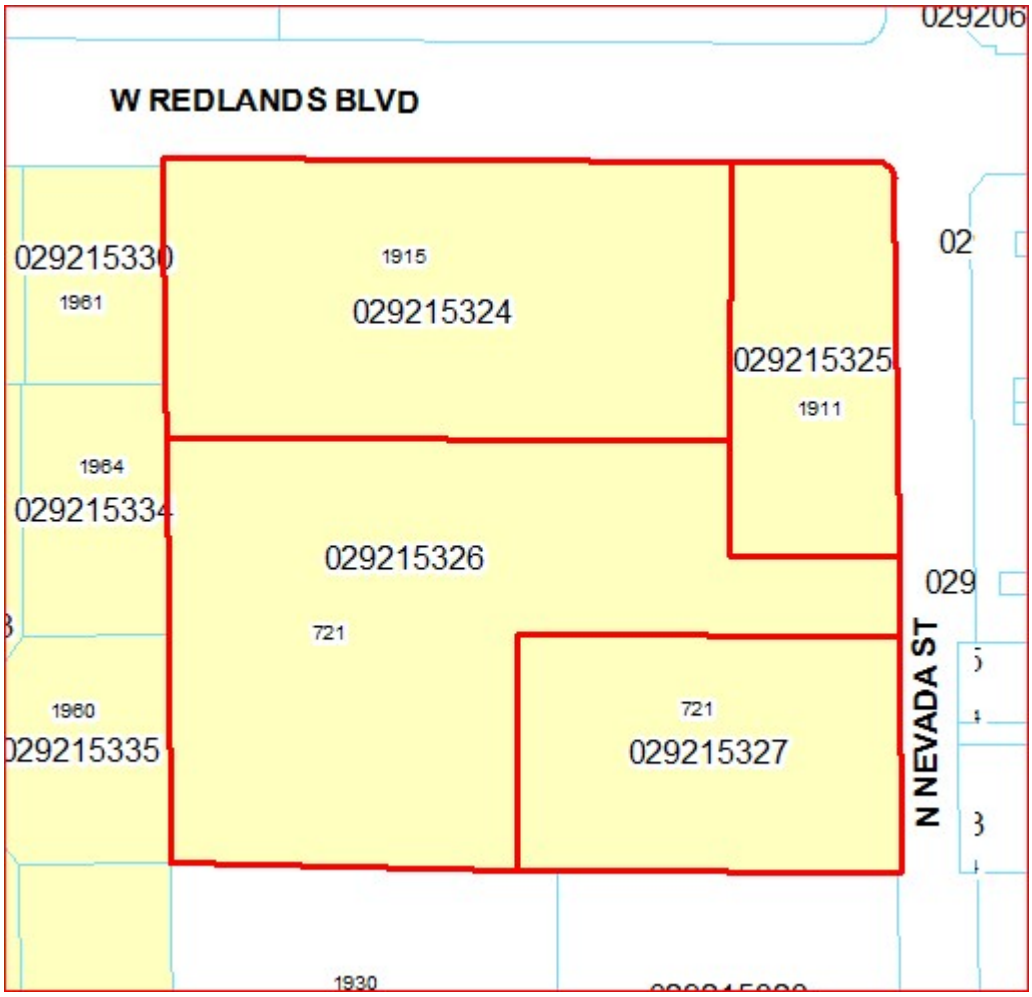
Tract 12461

Annexation S1-Y



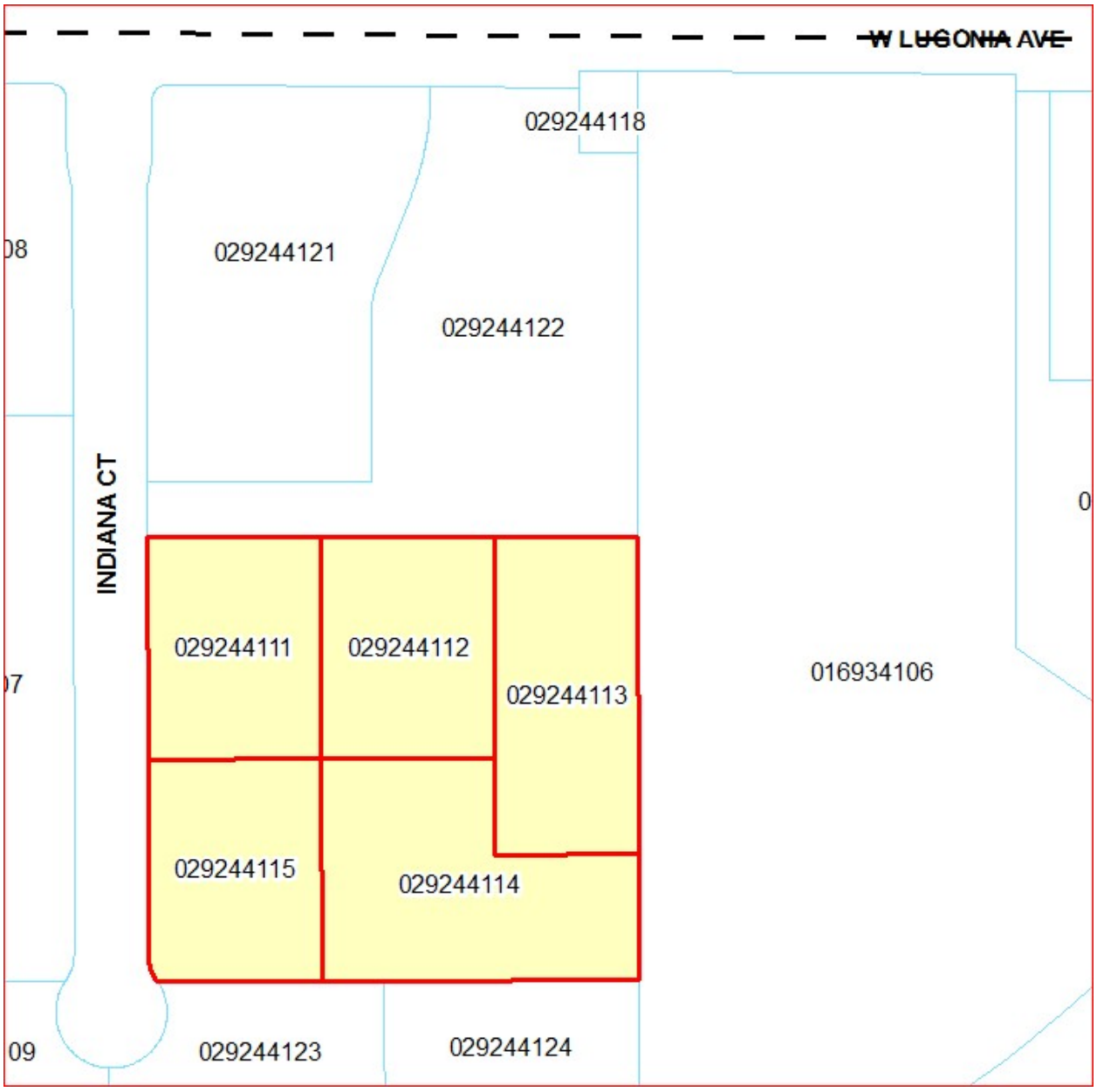
Parcel Map 12022

Annexation S2-A



Parcel Map 12330

Annexation S2-B

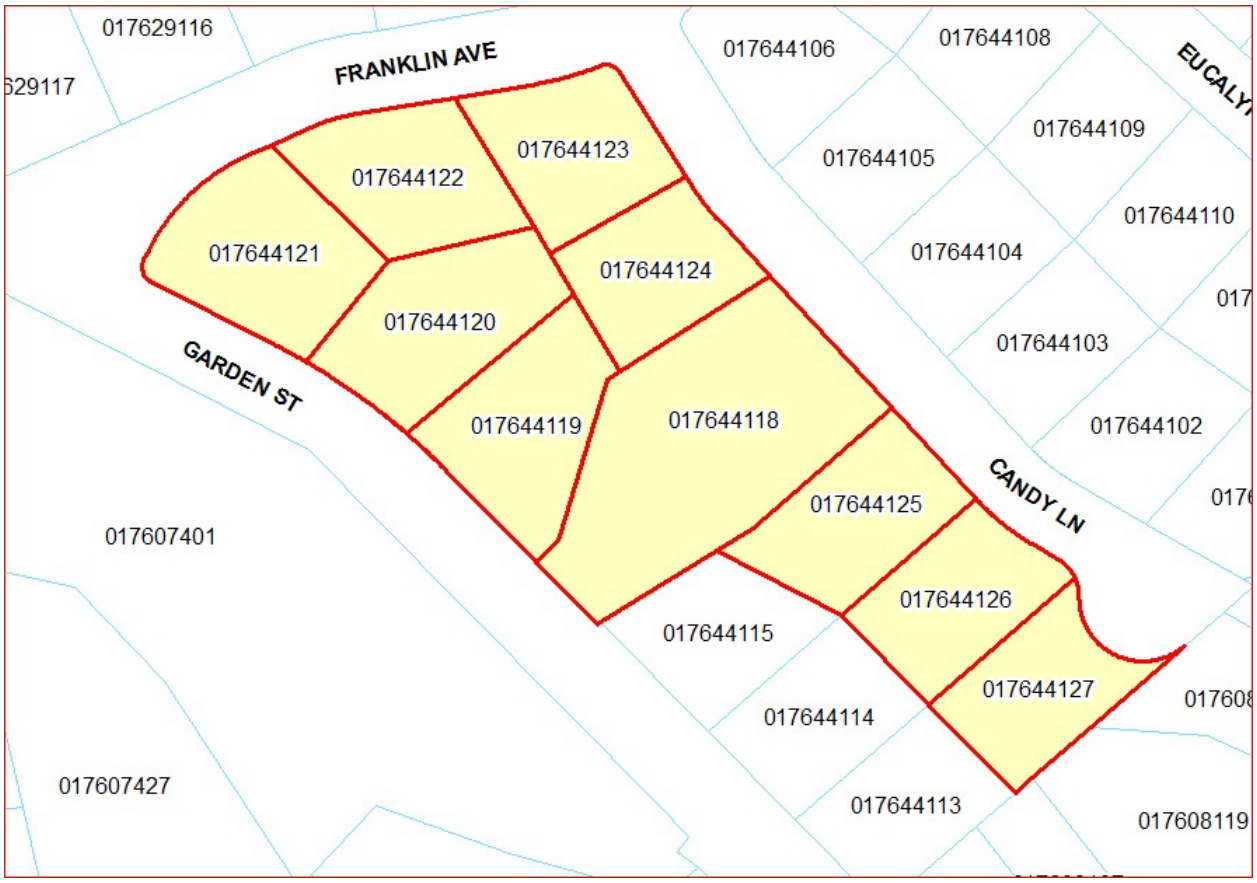


Parcel Map 12940

Annexation S2-C

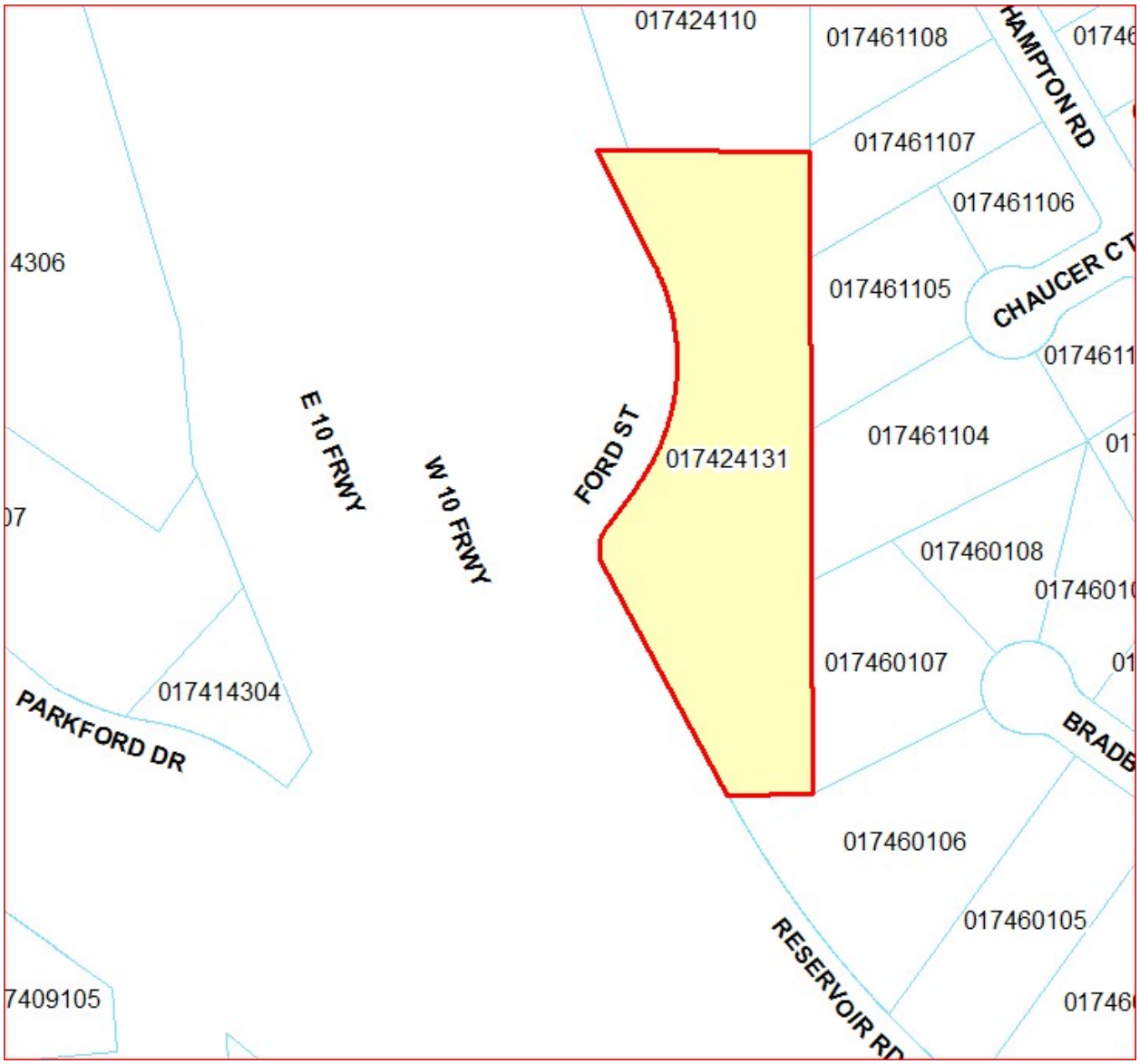
This Annexation has been removed. It was a duplicate of Annexation S1-D.

Annexation S2-D



Tract Map 14556

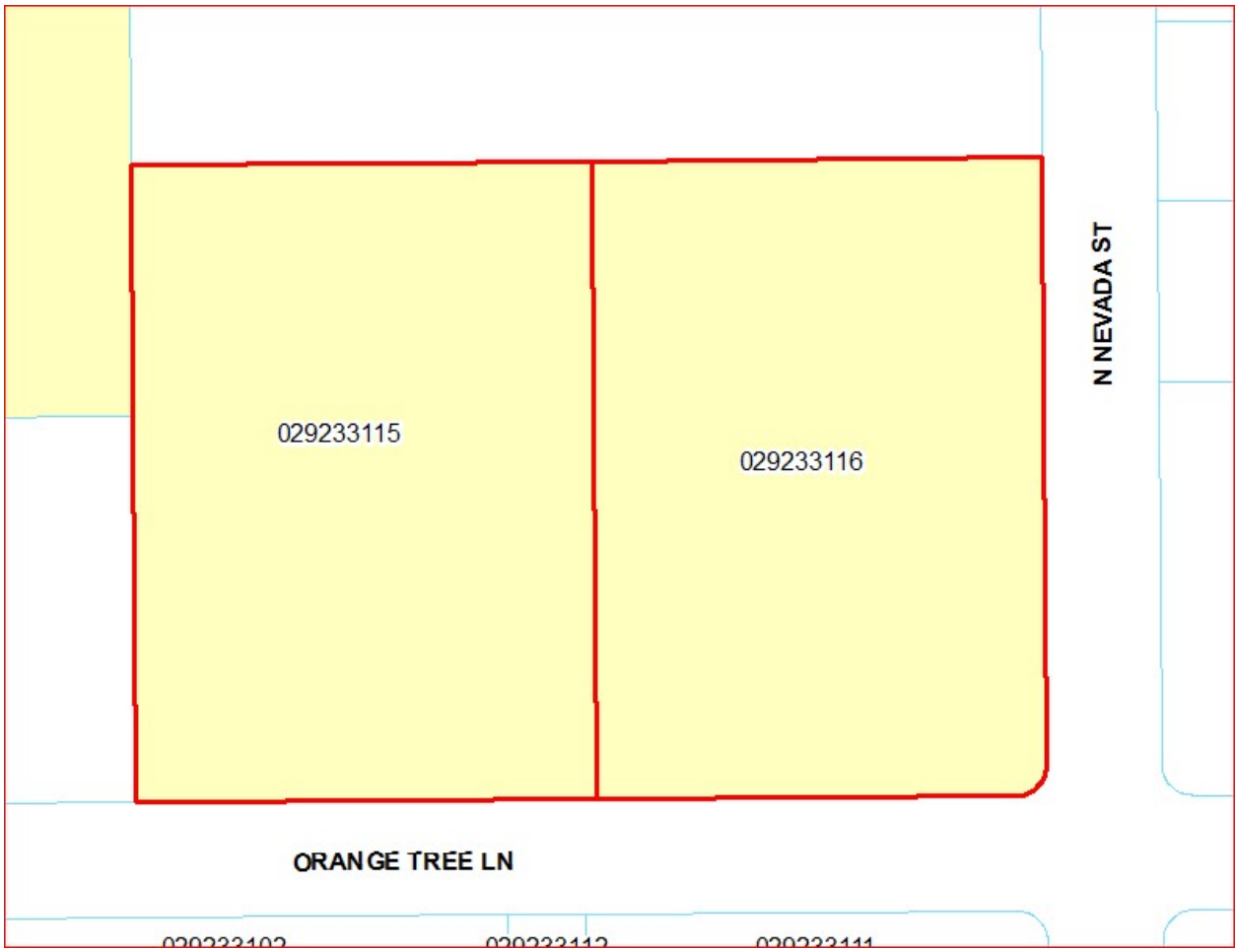
Annexation S2-E



CRA 611

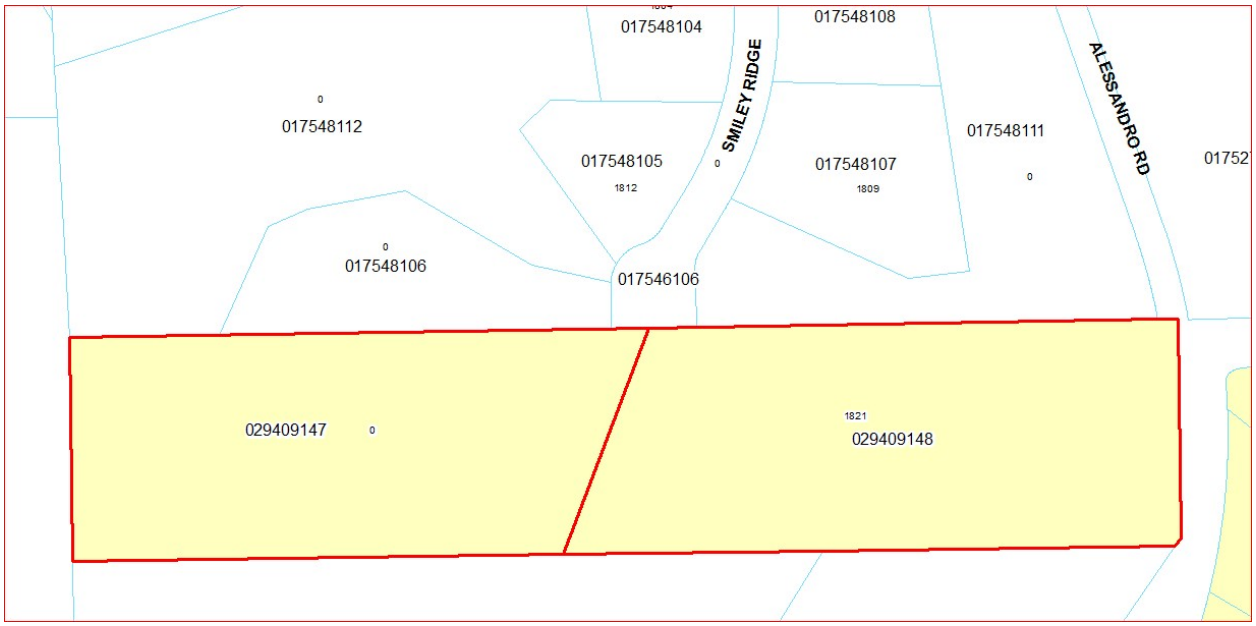
This parcel is not assessed.

Annexation S2-F



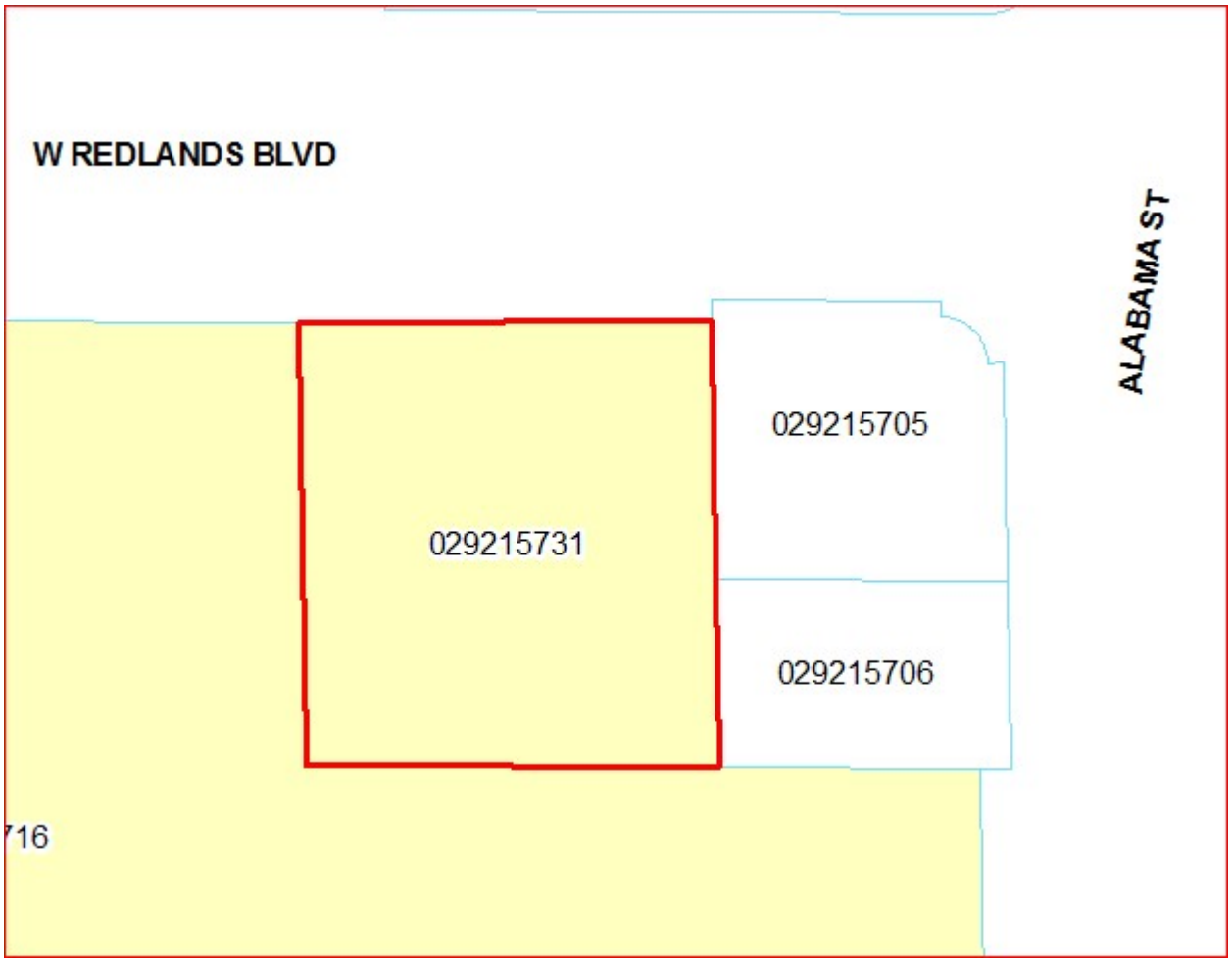
MS 196

Annexation S2-G



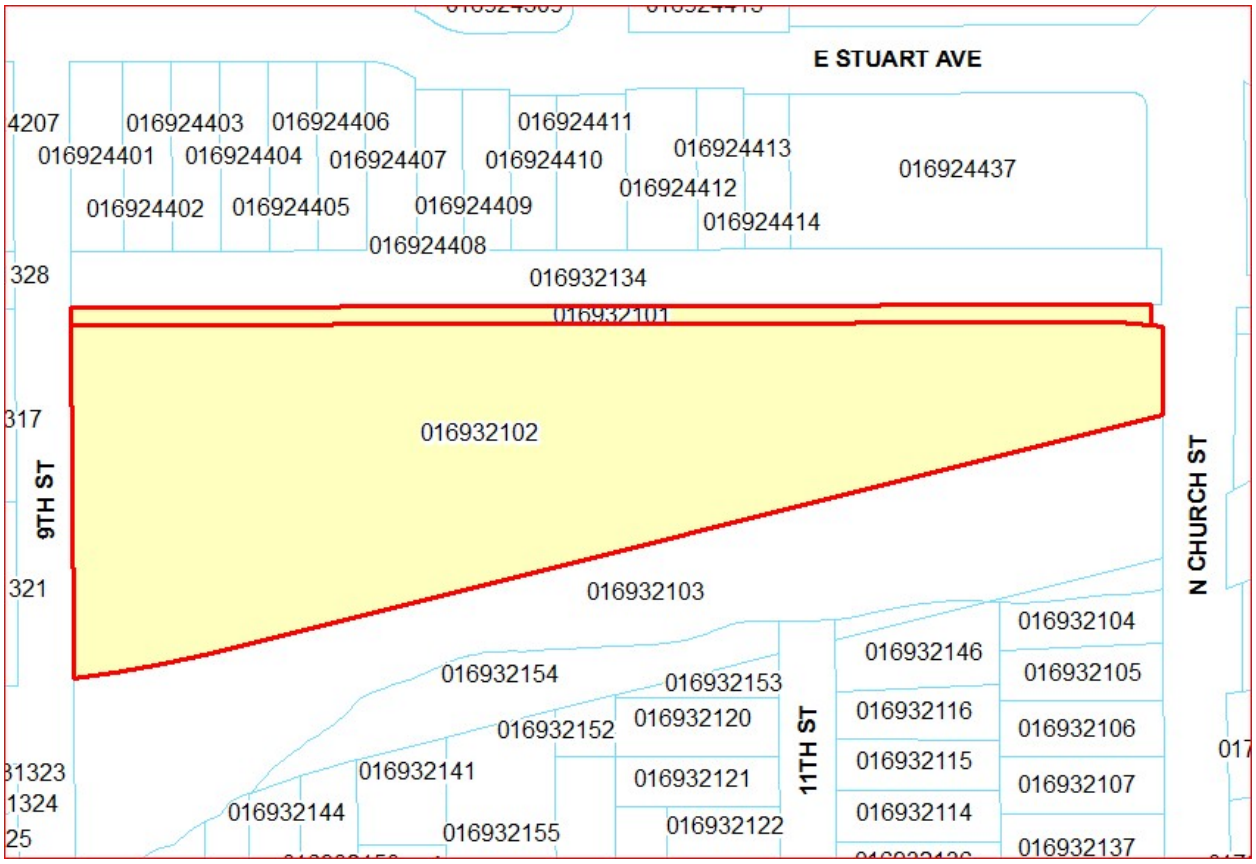
Parcel Map 11189

Annexation S2-H



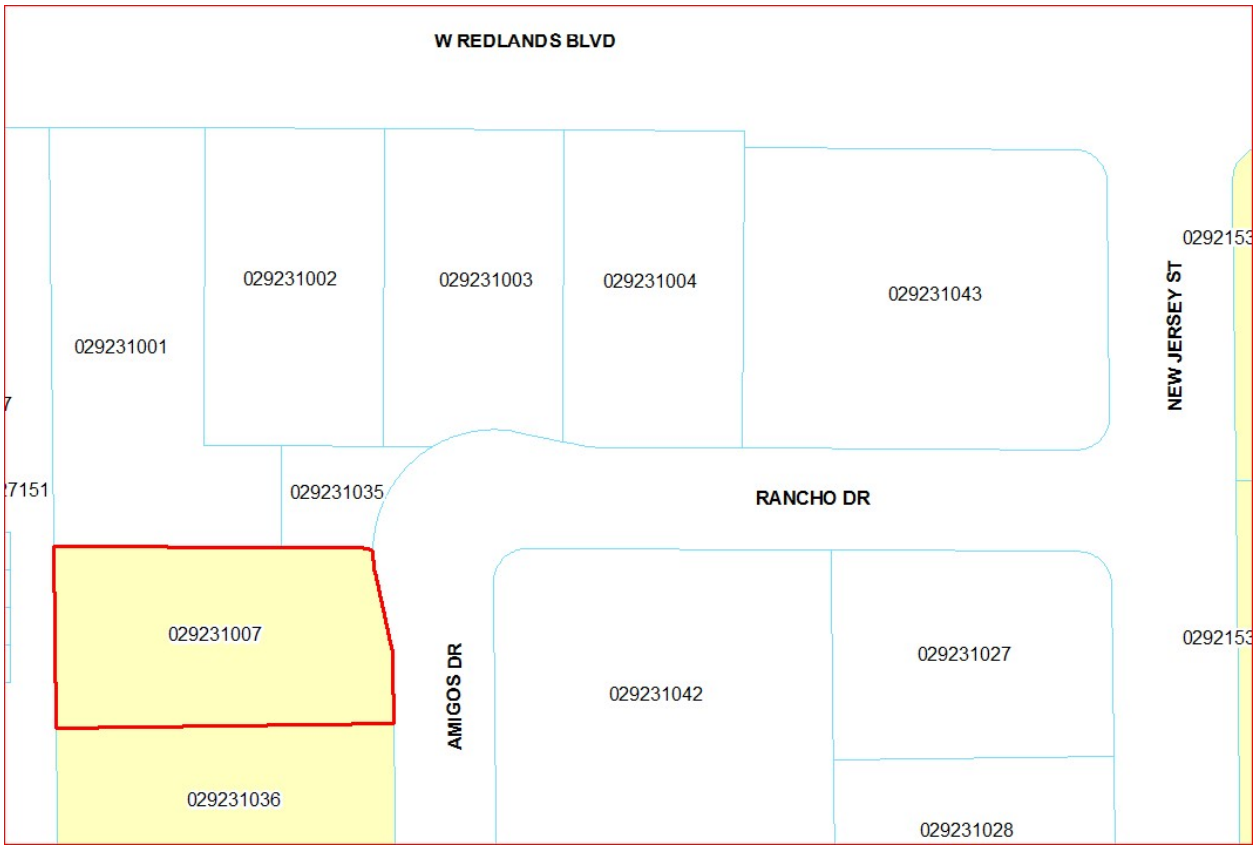
CRA 615

Annexation S3-A



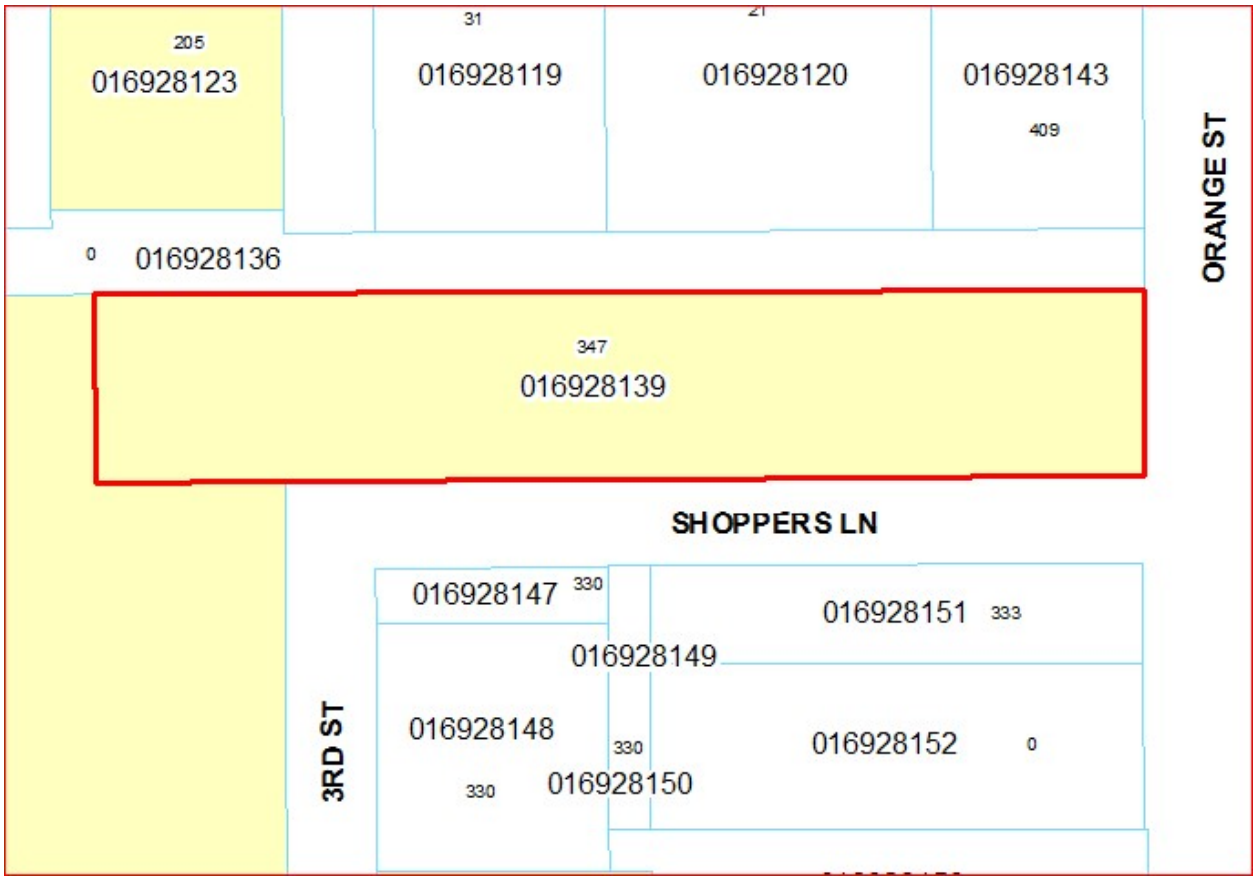
CRA 517

Annexation S3-B



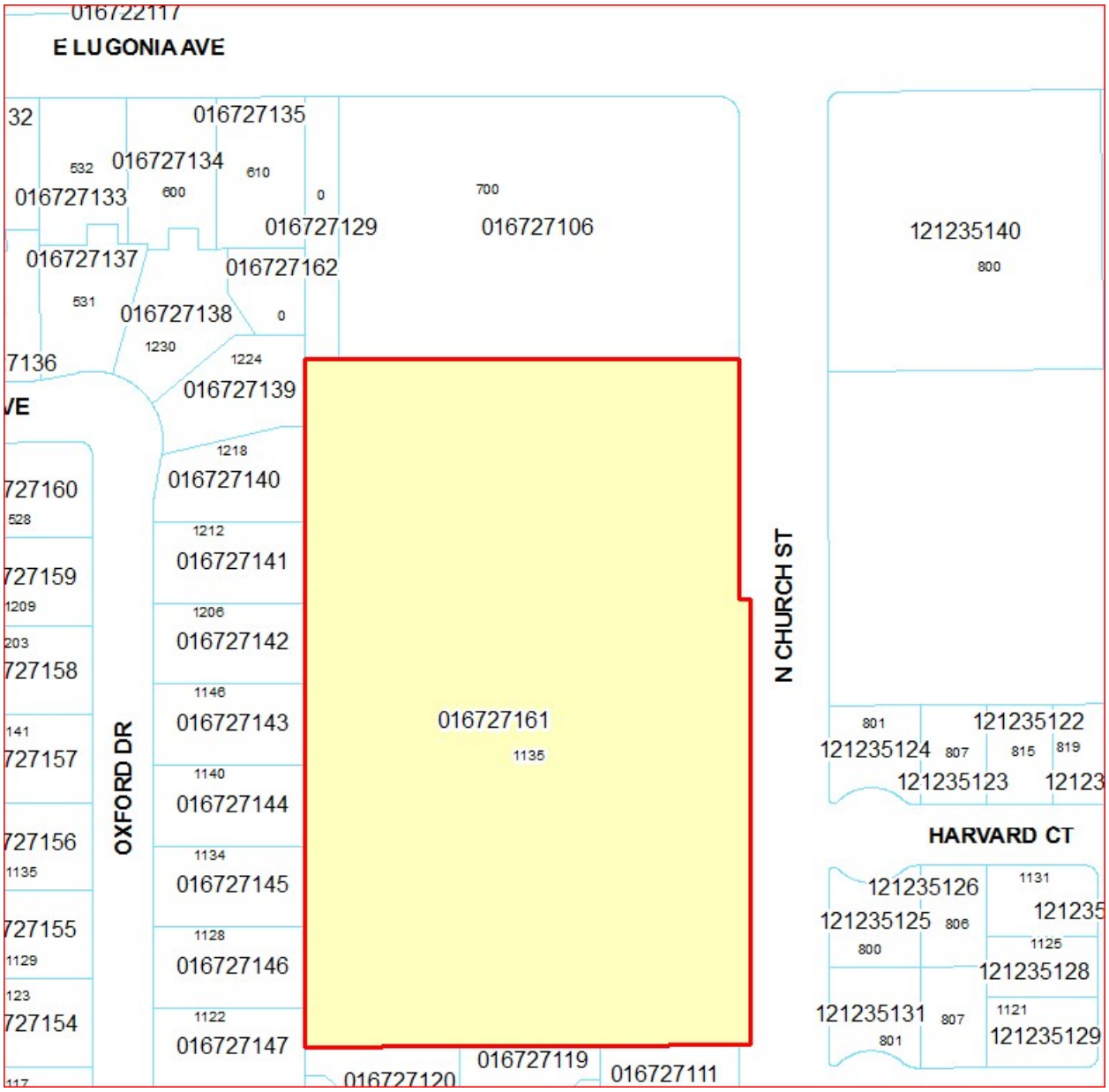
CRA 628

Annexation S3-C



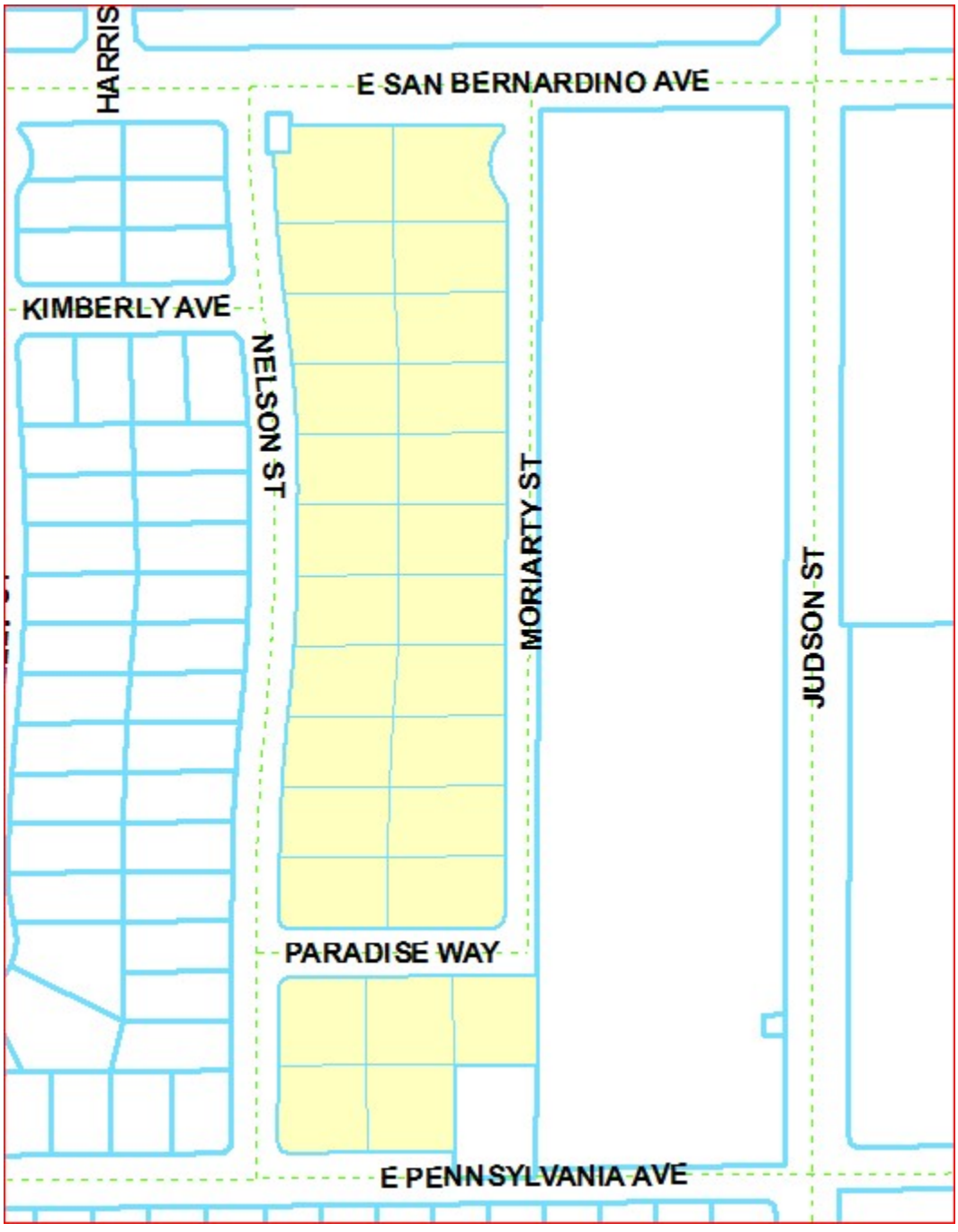
CRA 624

Annexation S3-D



CUP 532, CRA 305

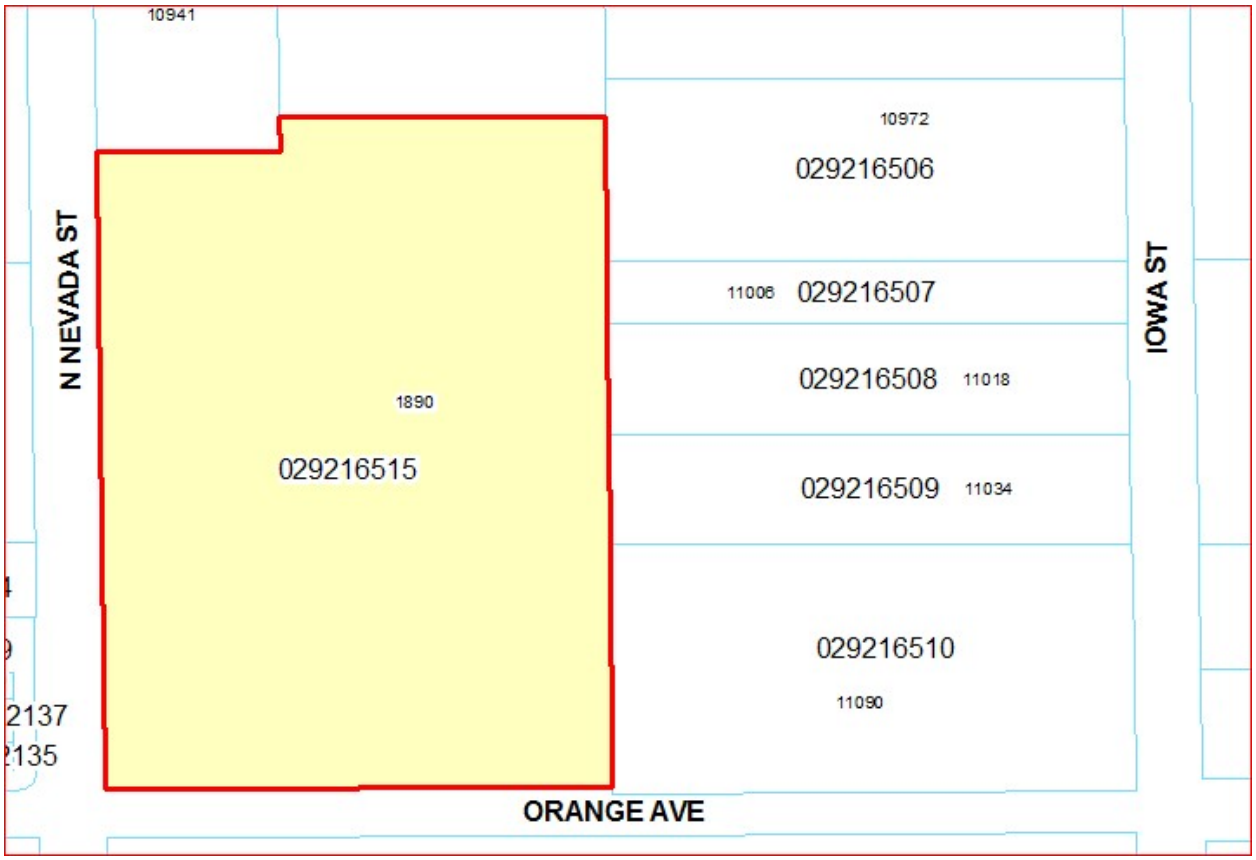
Annexation S3-E



Tract 13575

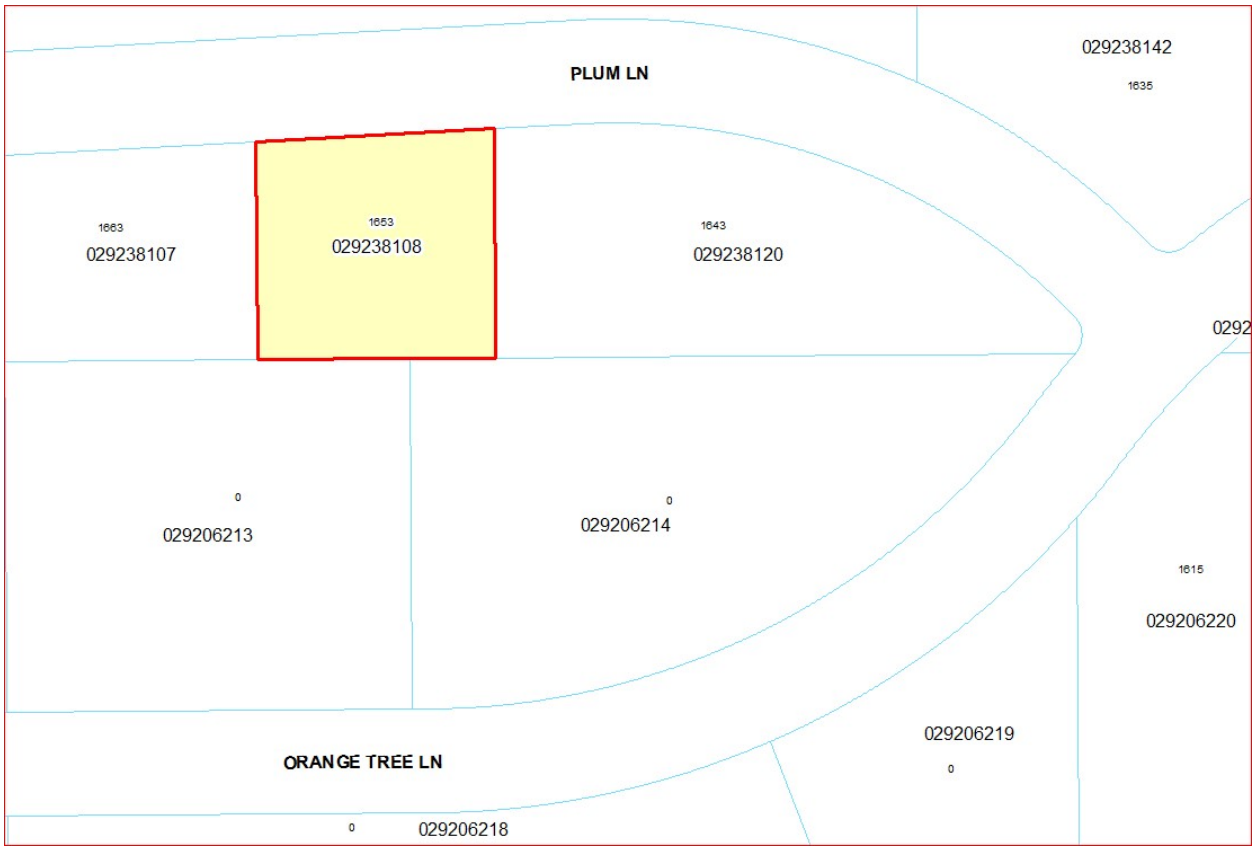
APN 1212-201-01 thru -27

Annexation S3-F



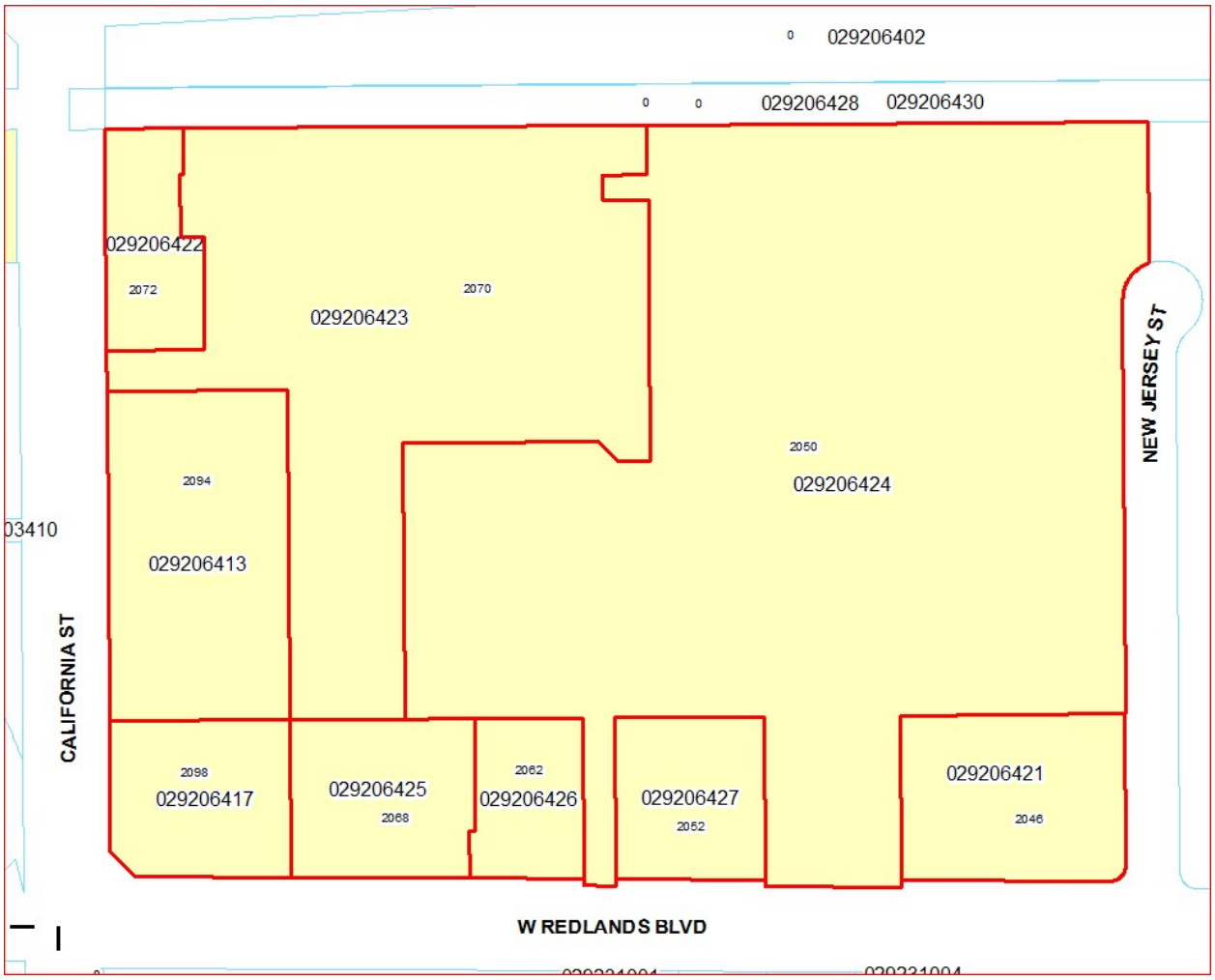
CUP 550

Annexation S3-G



CRA 623

Annexation S3-H

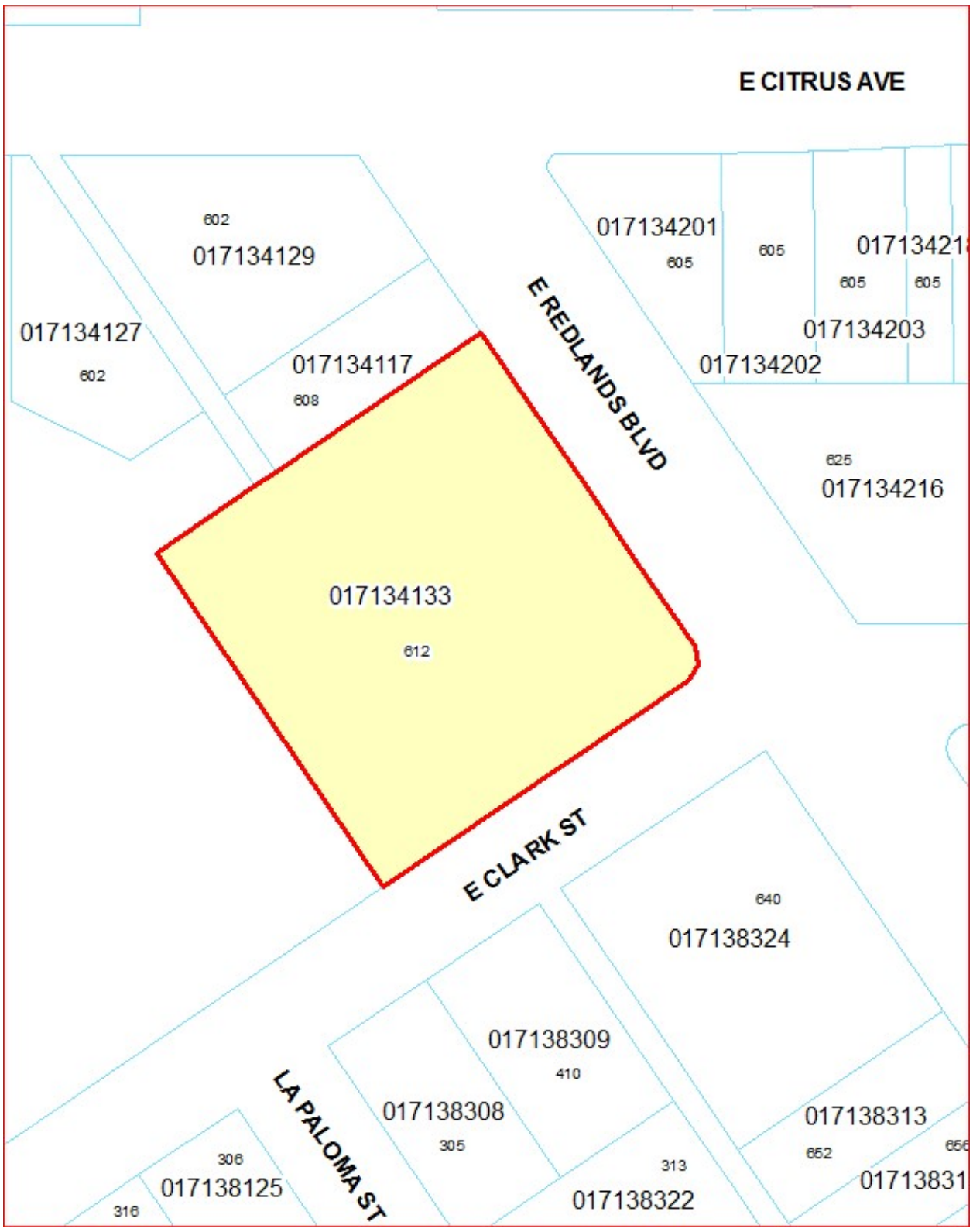


CUP 542, Parcel Map 13542

Annexation S3-I

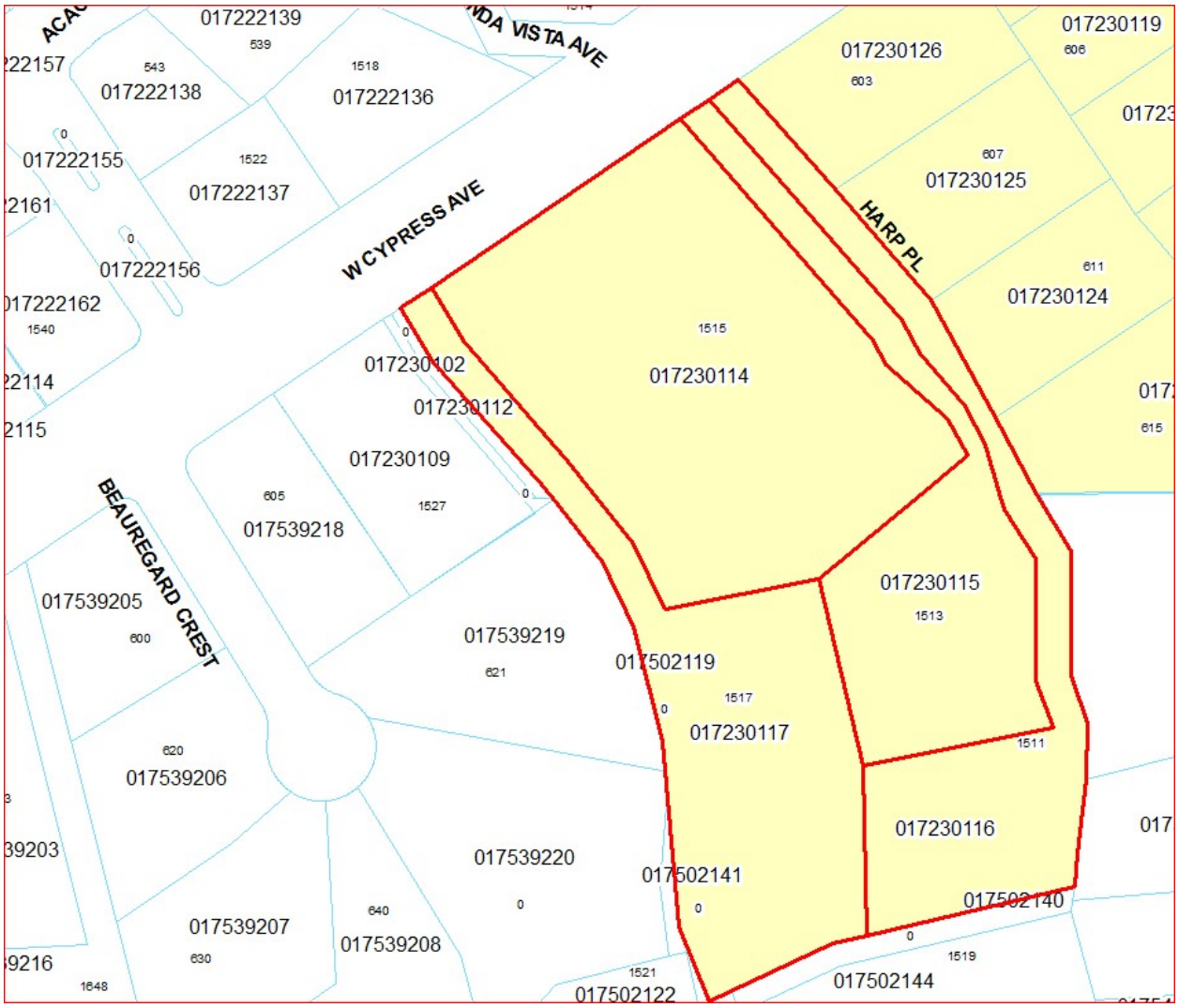
There is no Annexation S3-I

Annexation S3-J



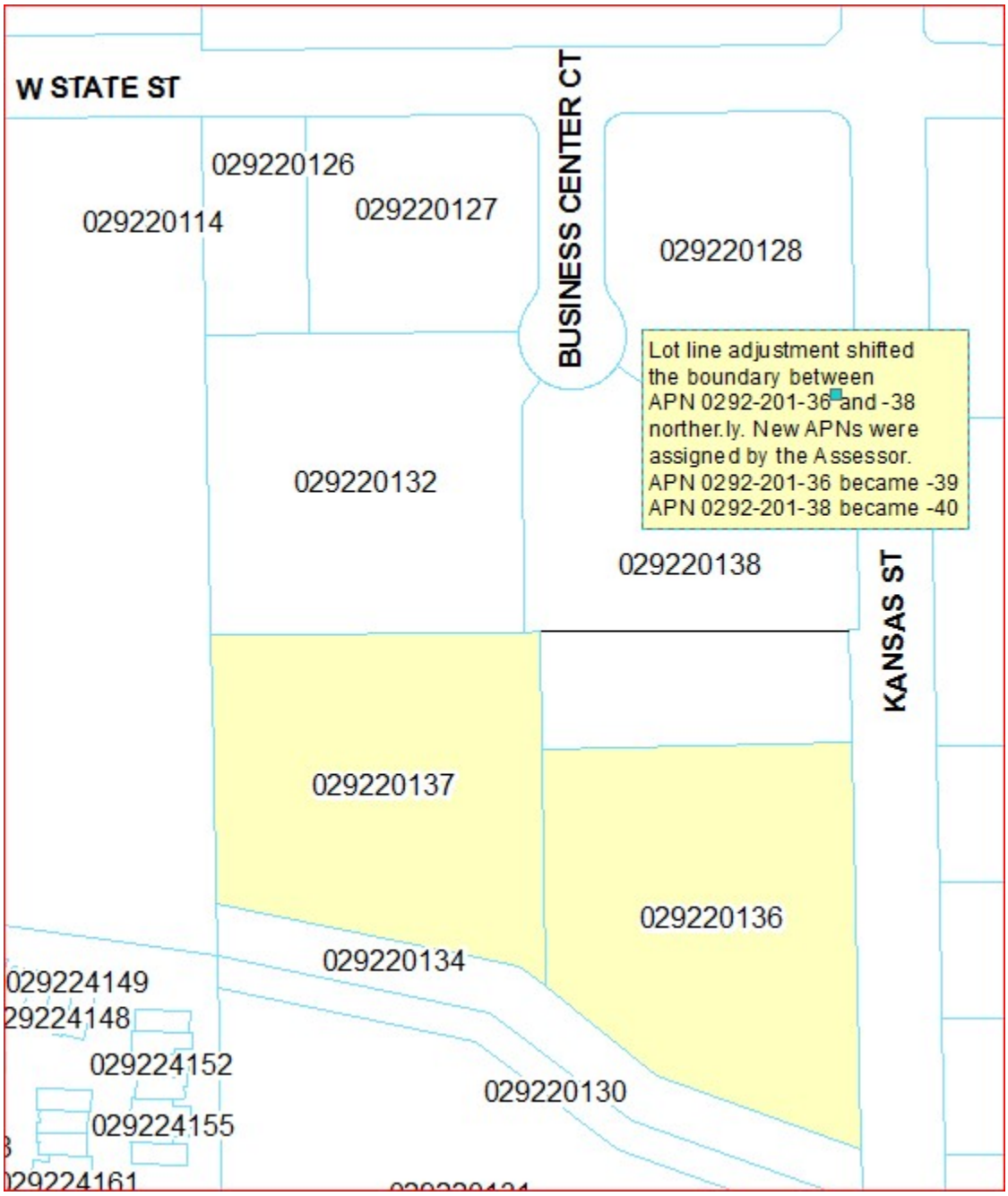
CUP 314, CUP 324, CUP 383

Annexation S4-A



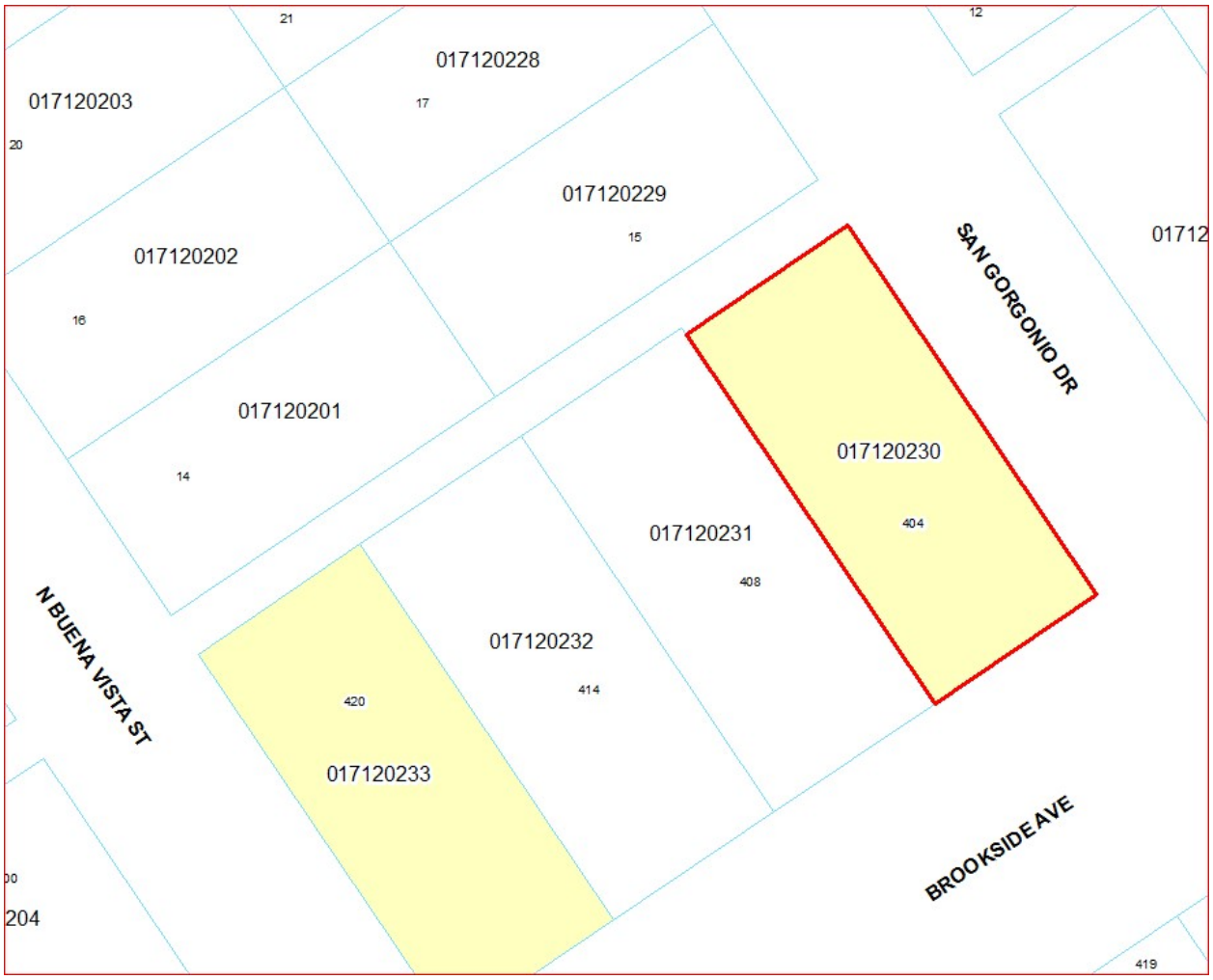
MS 213, Parcel Map 13978

Annexation S4-B



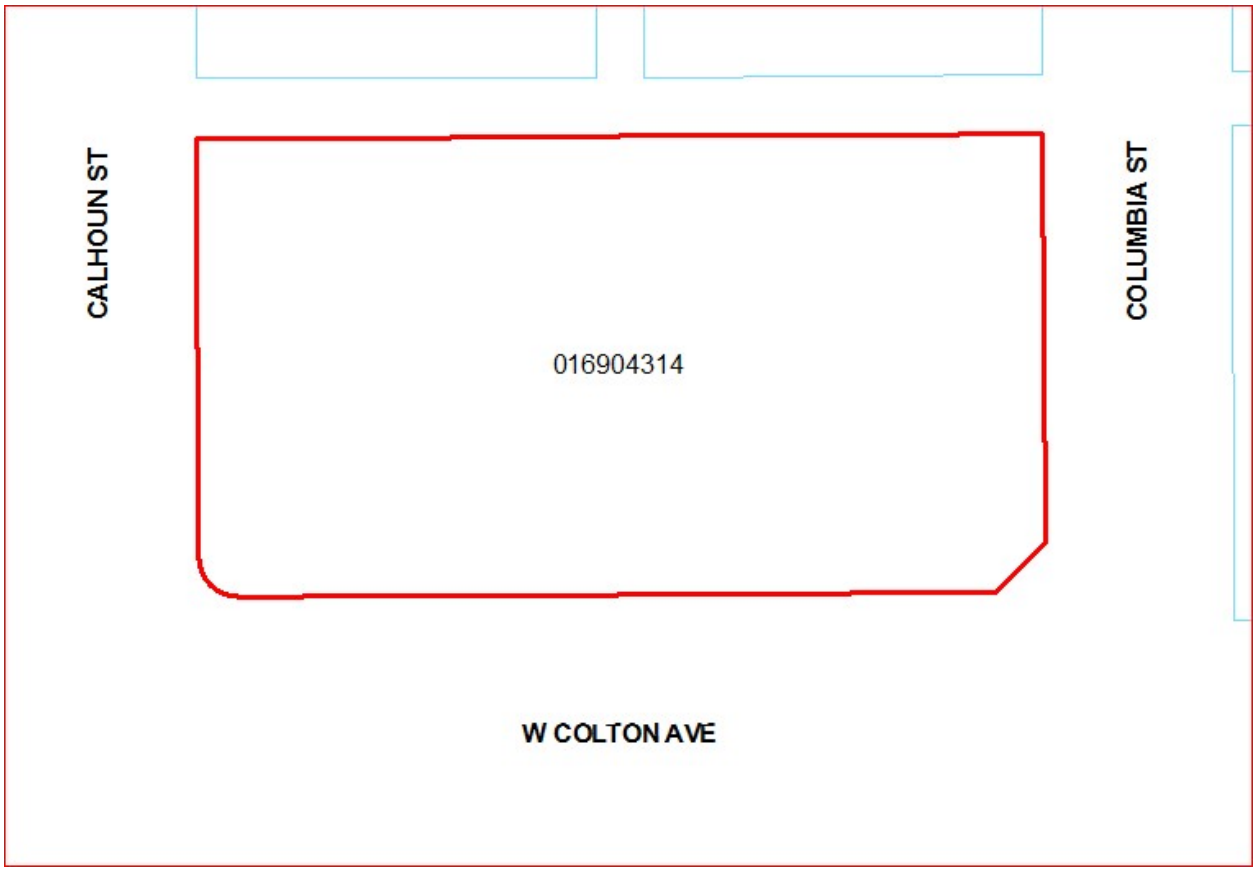
MS 211

Annexation S4-C



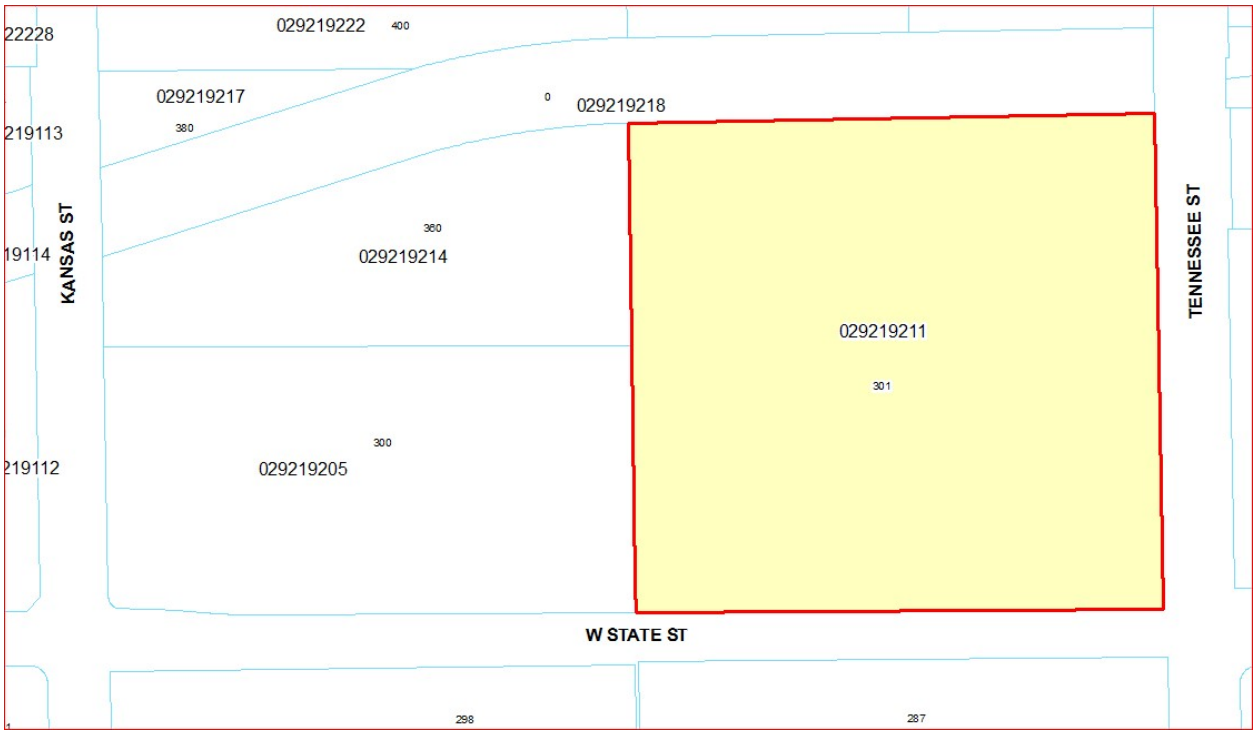
CUP 559

Annexation S4-D



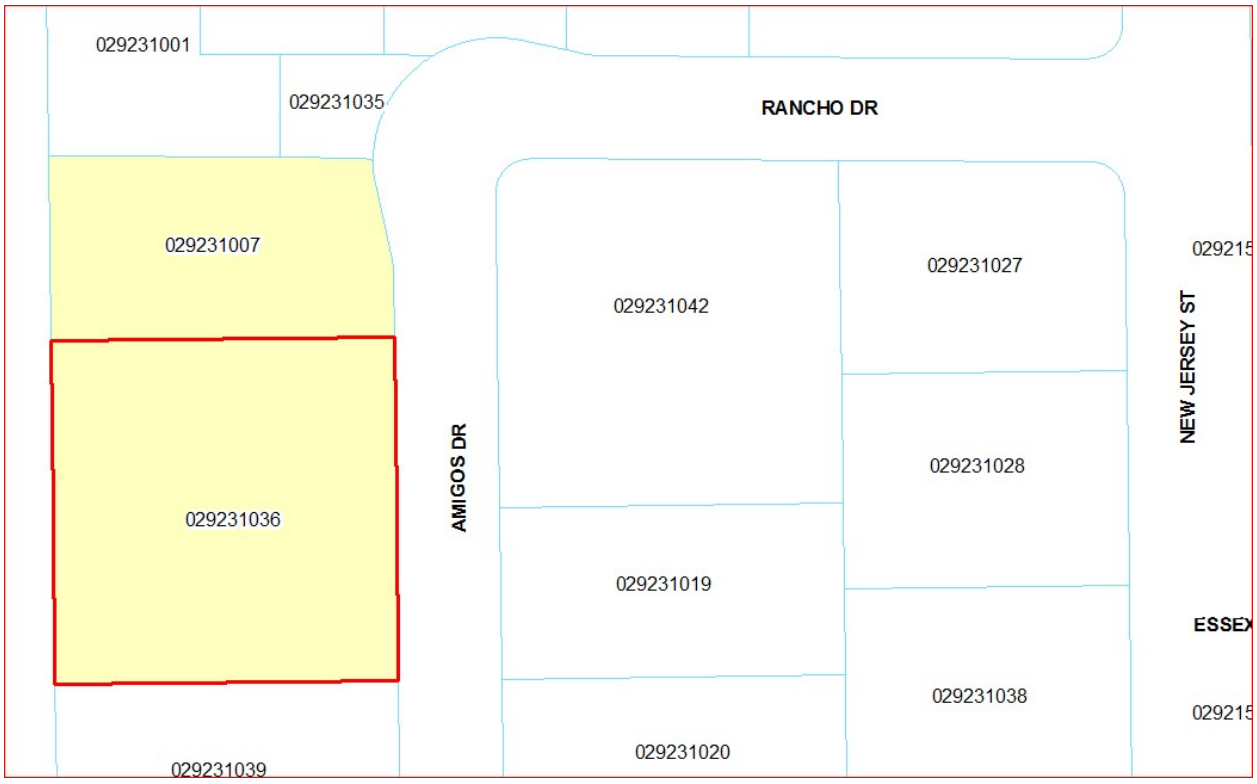
CRA 636

Annexation S4-E



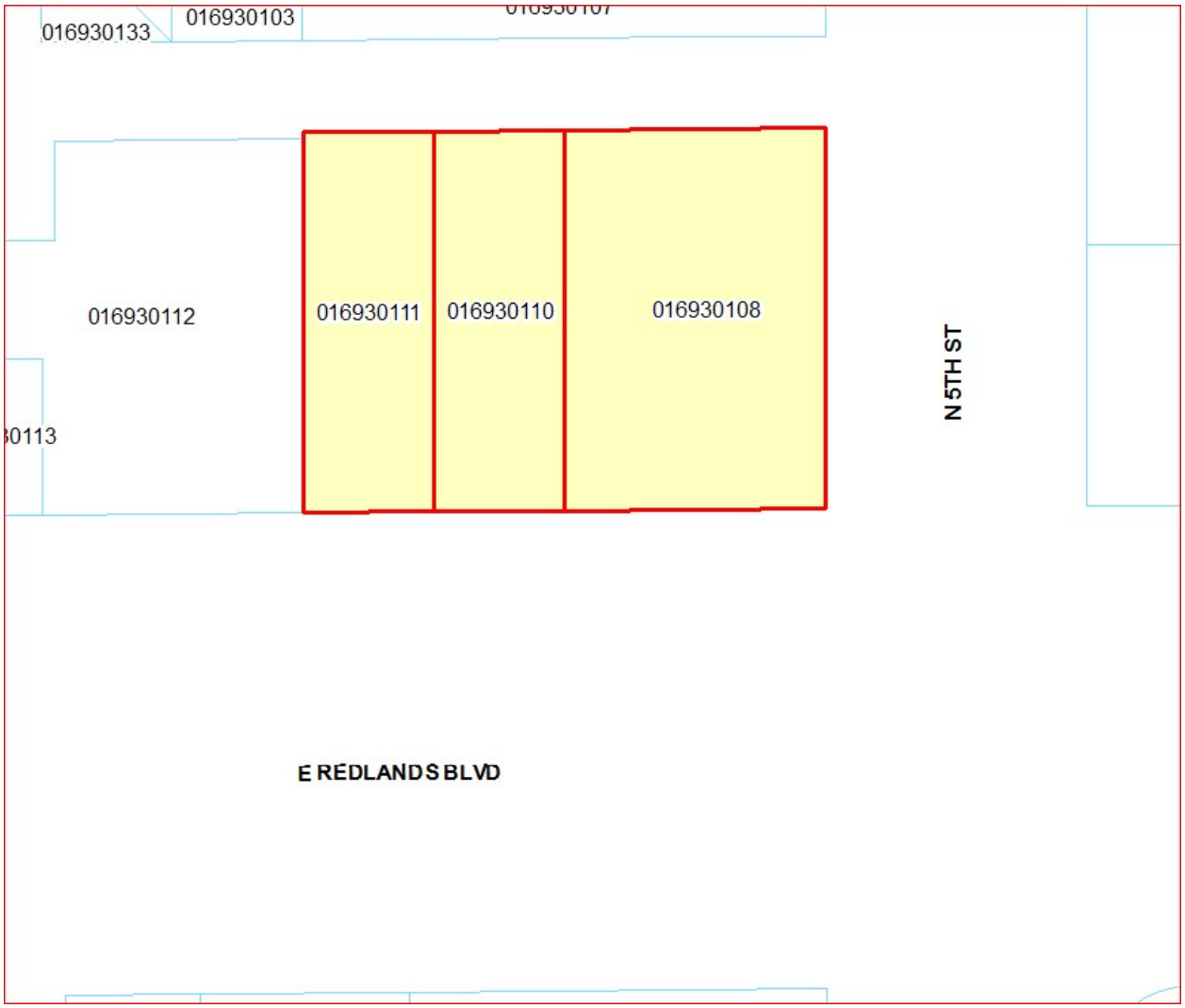
CRA 546

Annexation S4-F



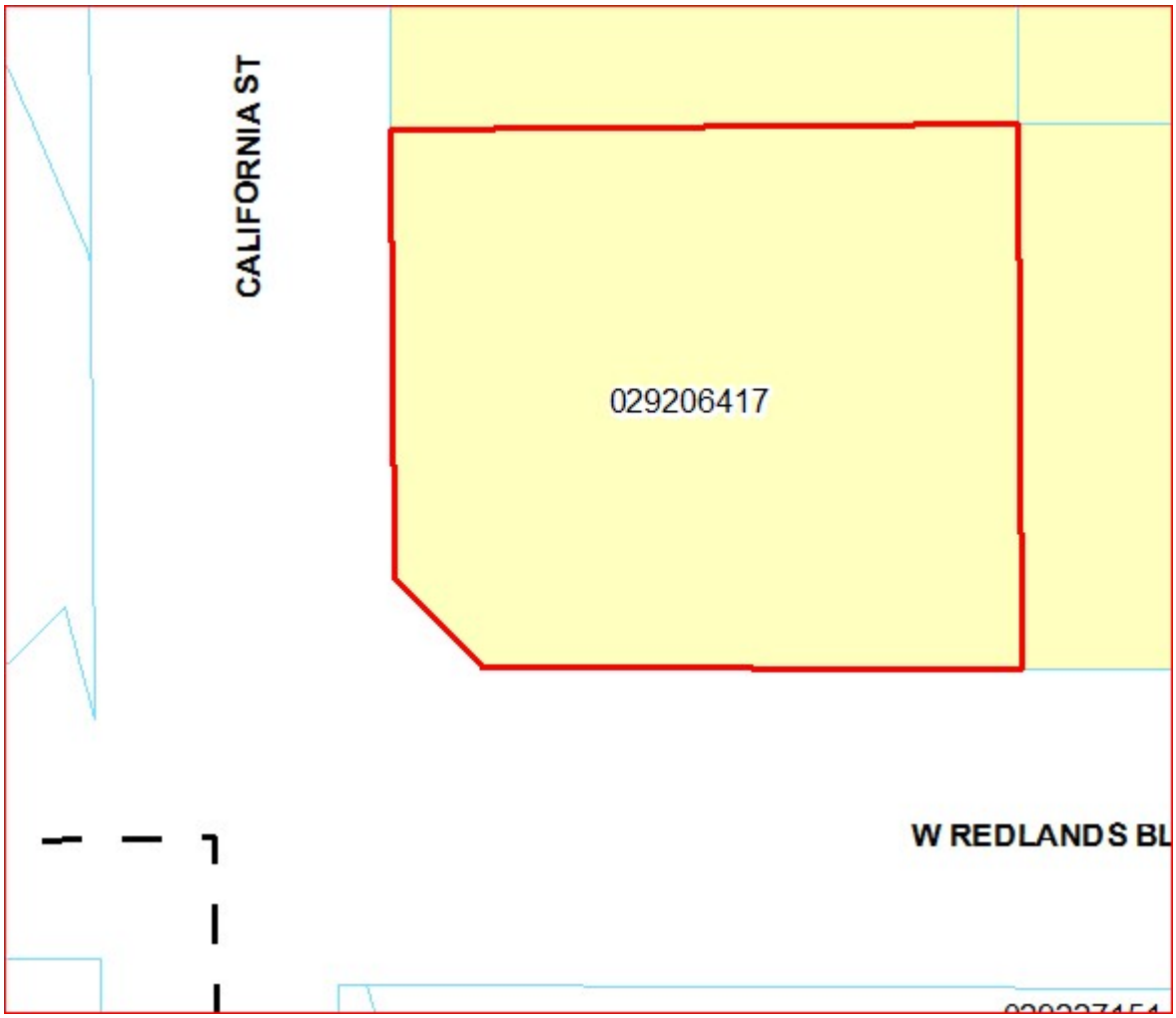
CRA 641 – originally two parcels that have been combined into a single parcel.

Annexation S4-G



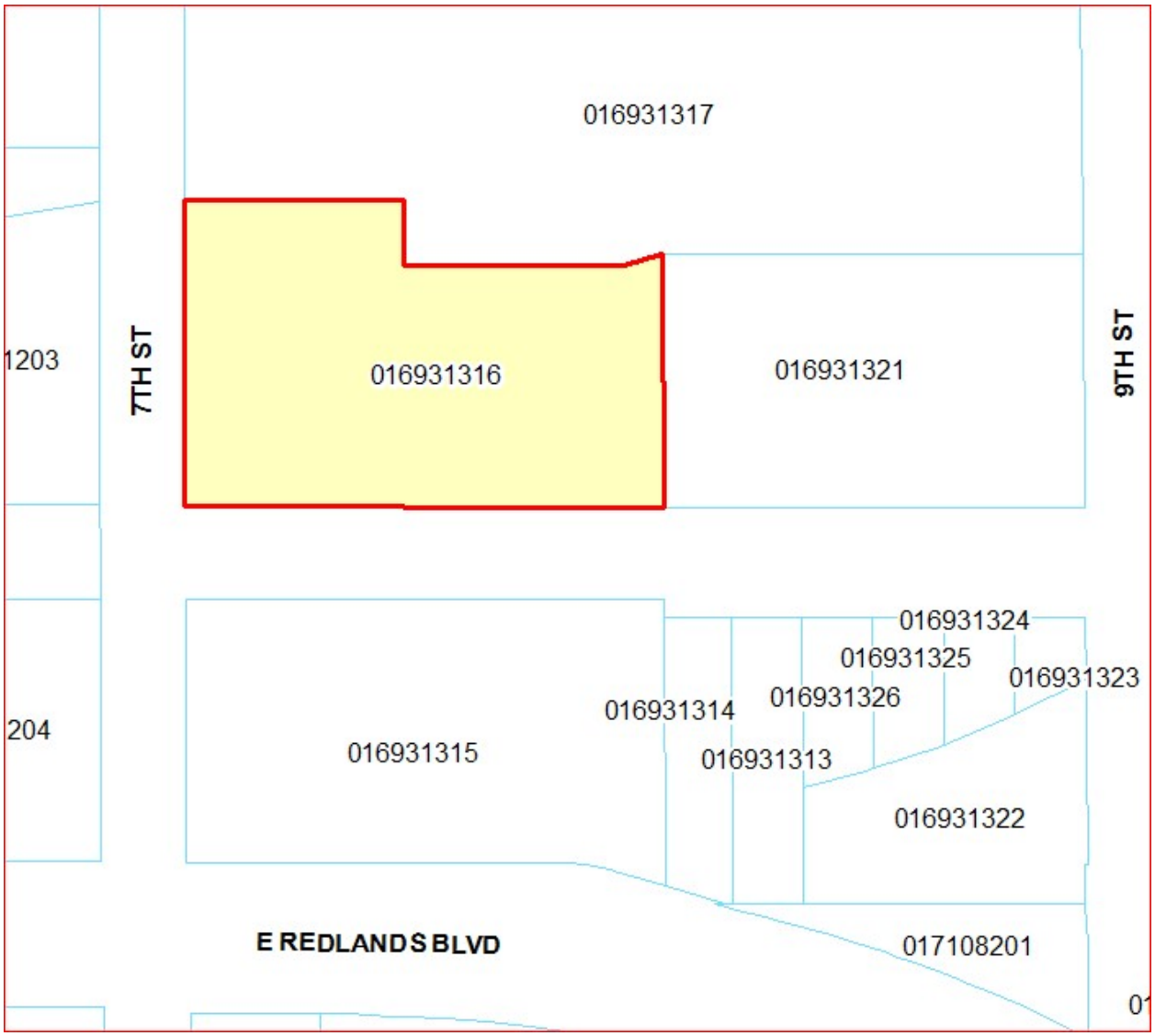
CRA 640

Annexation S4-H



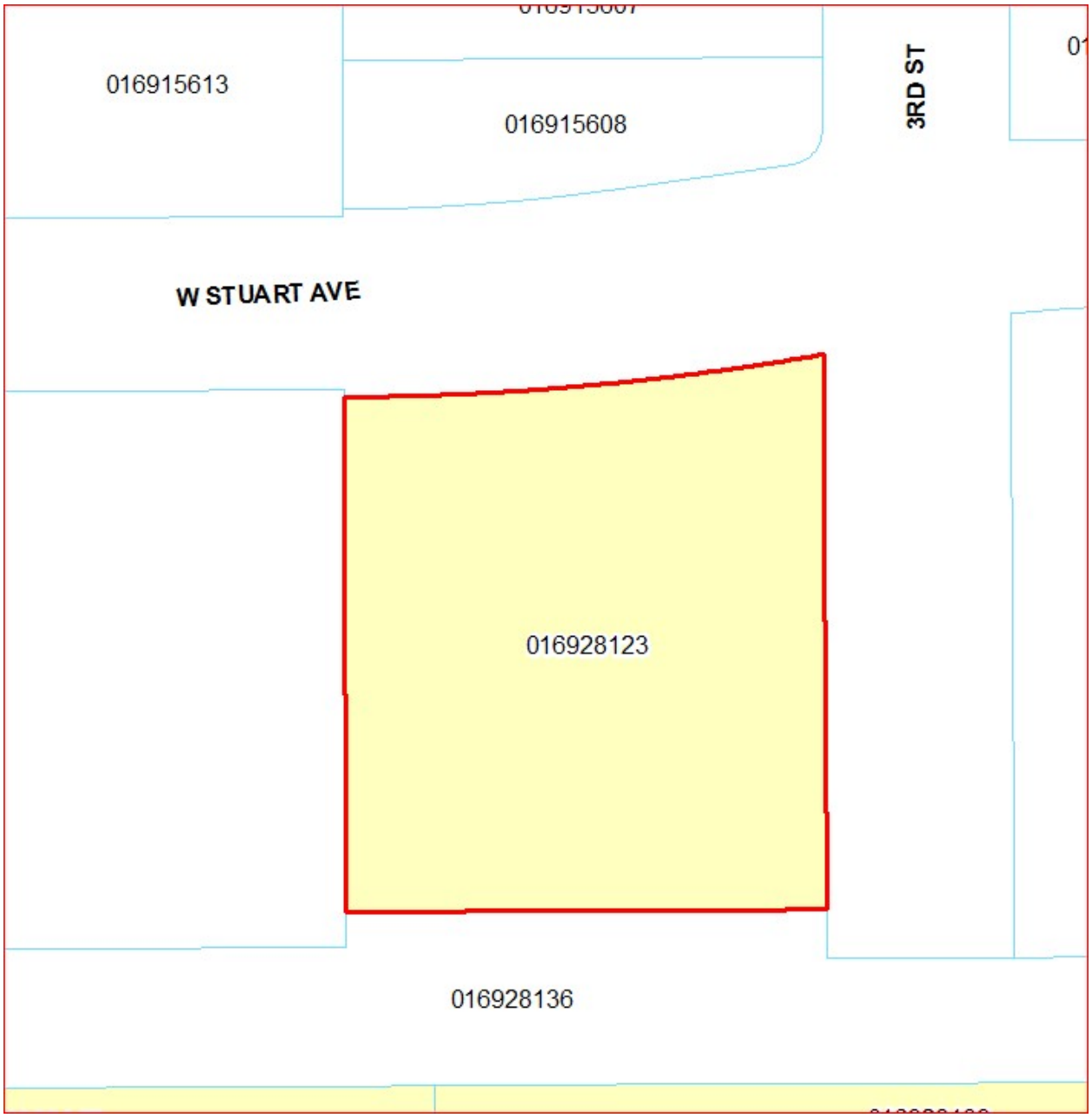
CUP 562

Annexation S4-I



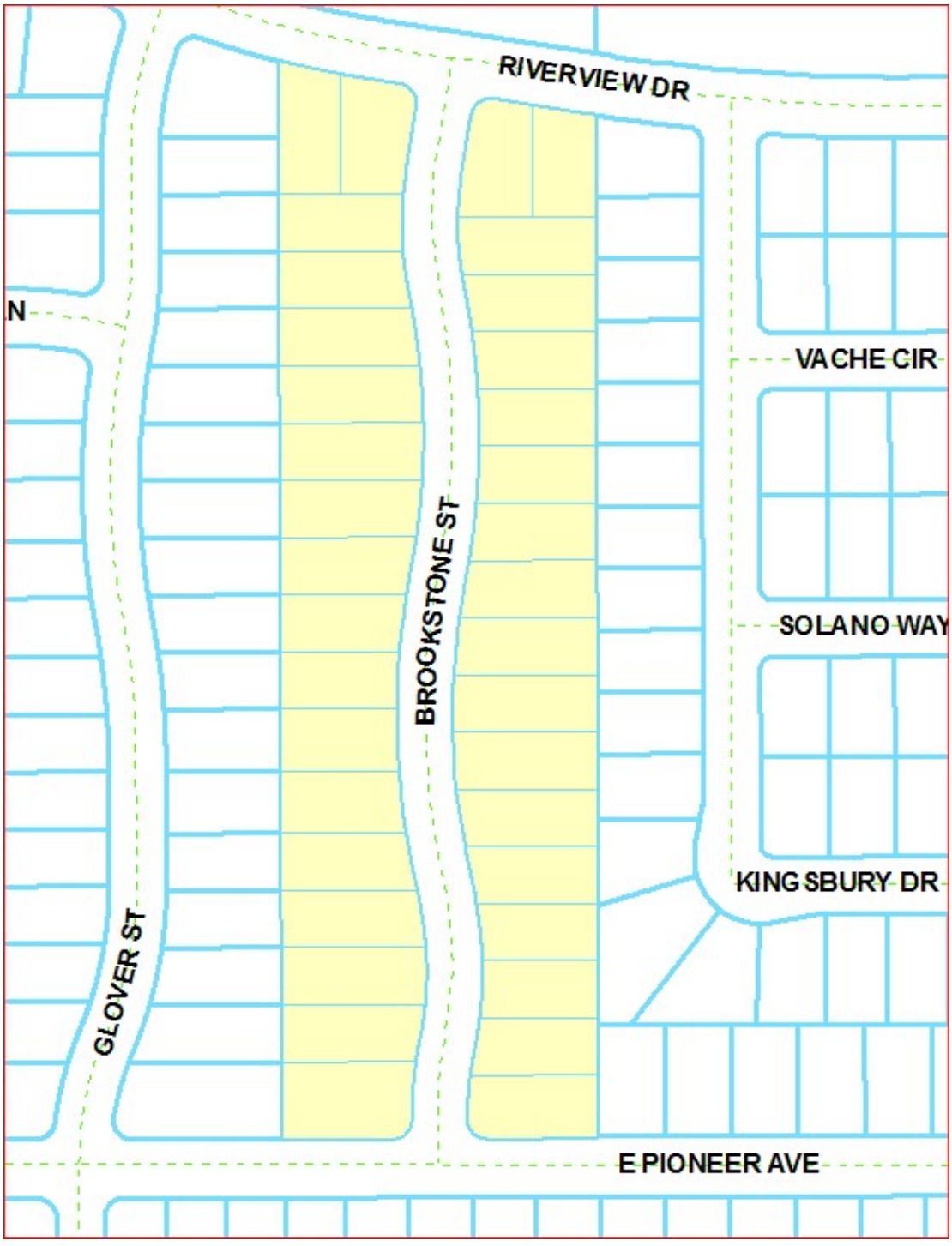
CUP 548

Annexation S5-A



CRA 637

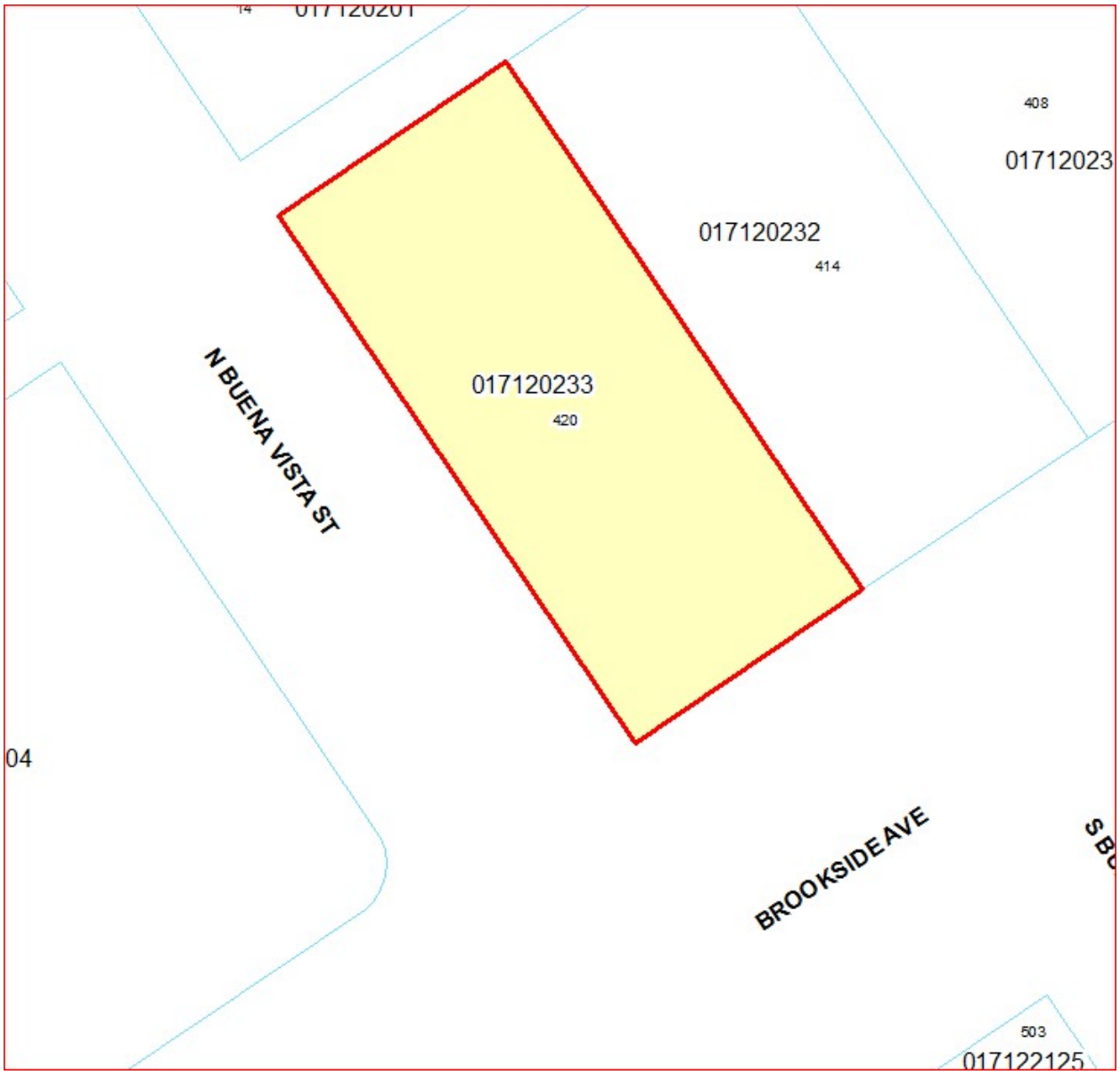
Annexation S5-B



Tract Map 10179

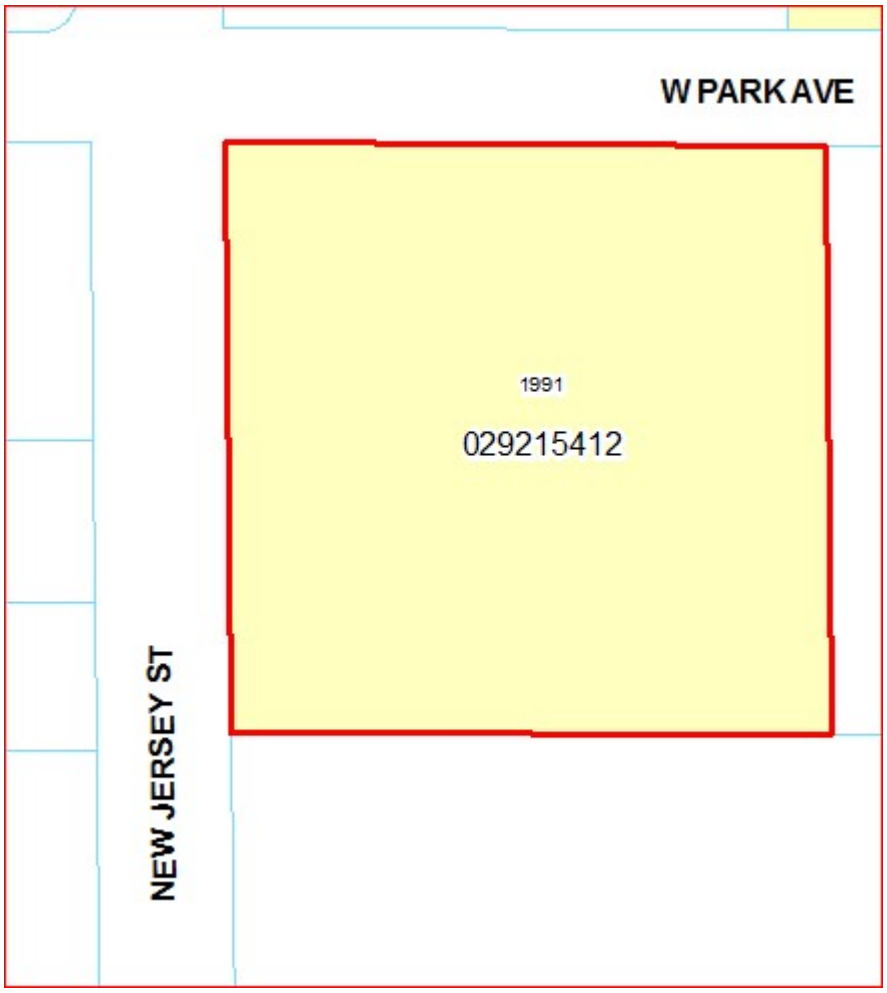
APN 0167-851-39 thru -56
APN 0167-861-37 thru -54

Annexation S5-C



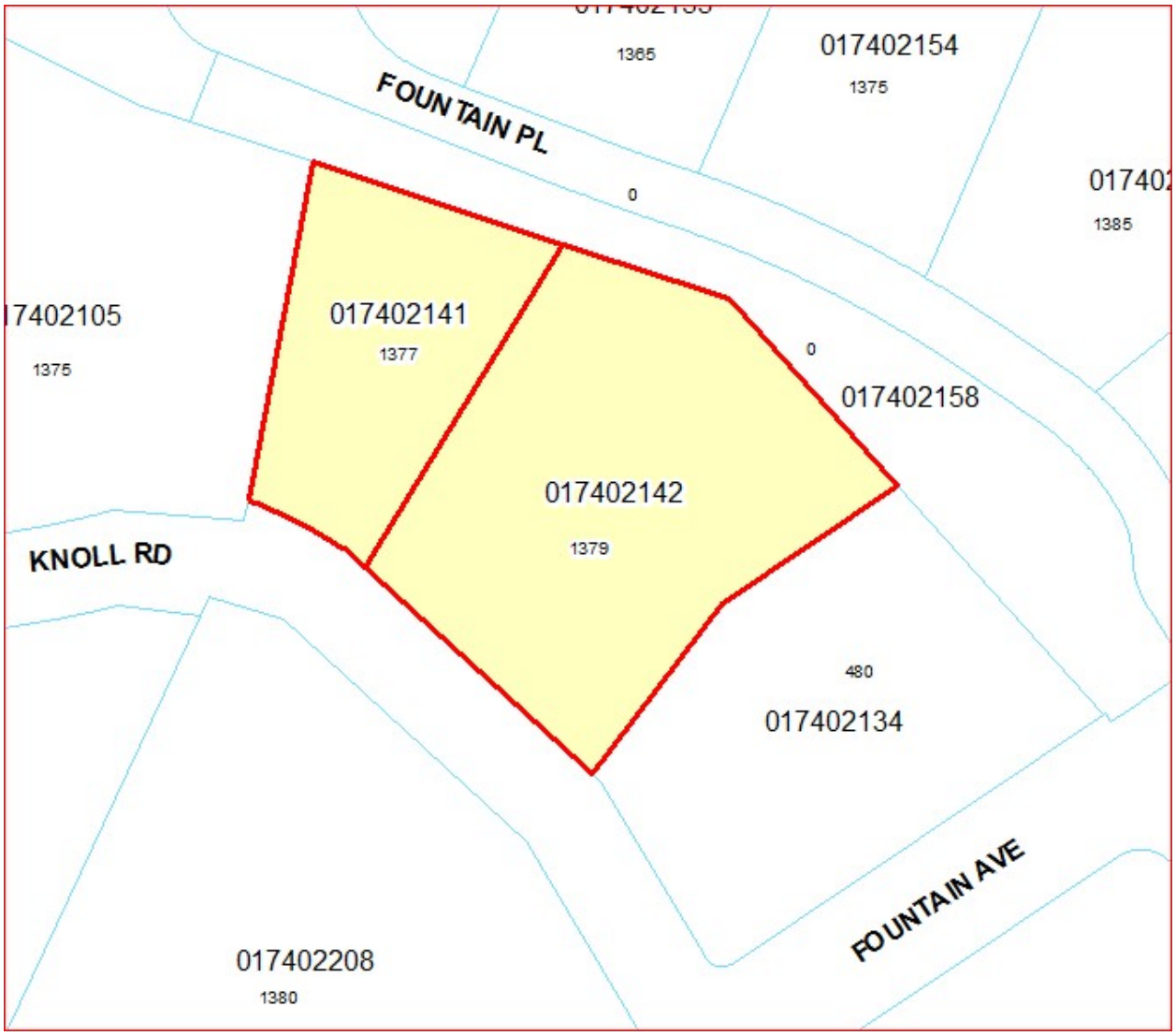
CUP 574

Annexation S5-D



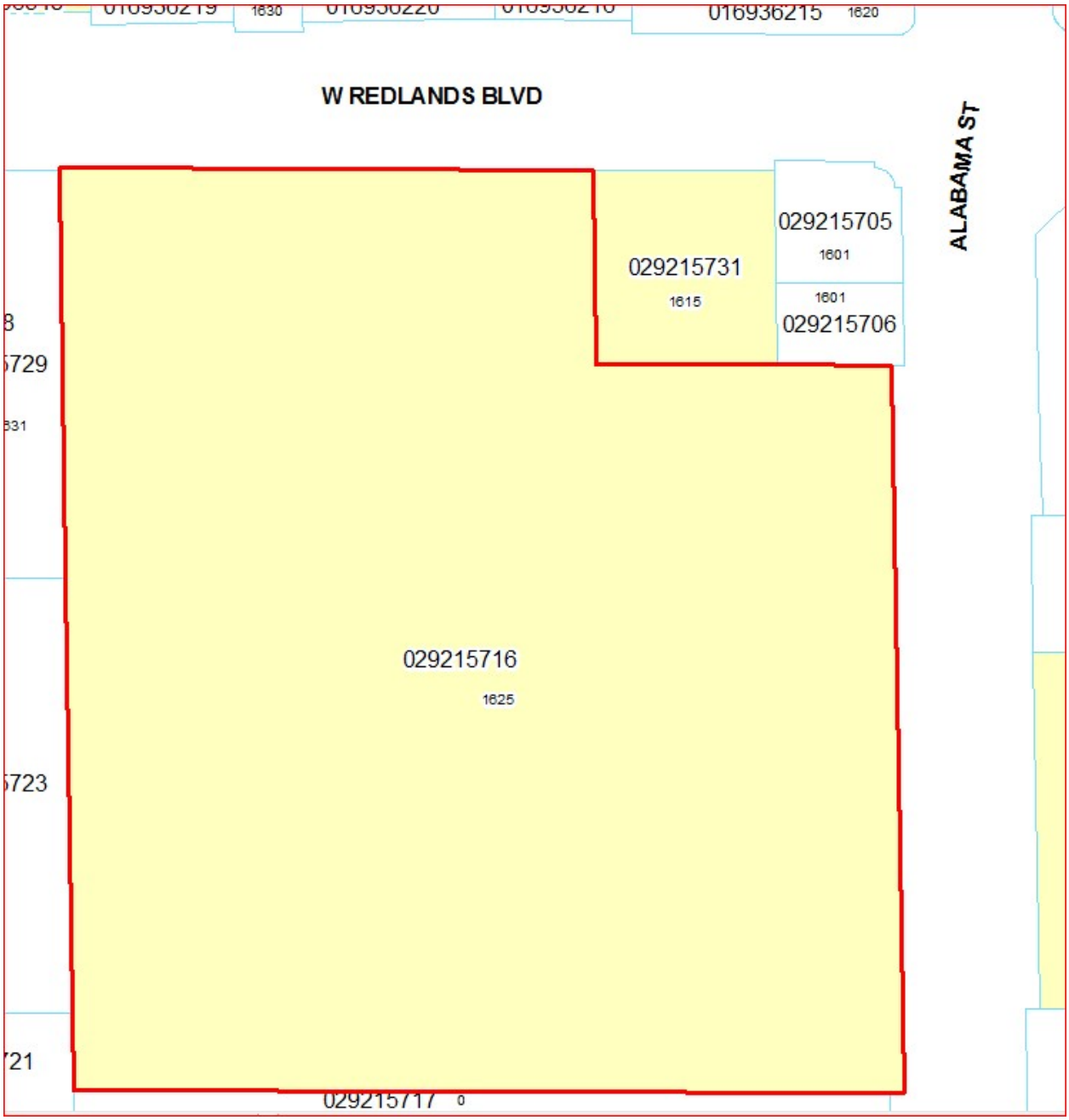
CRA 642

Annexation S5-E



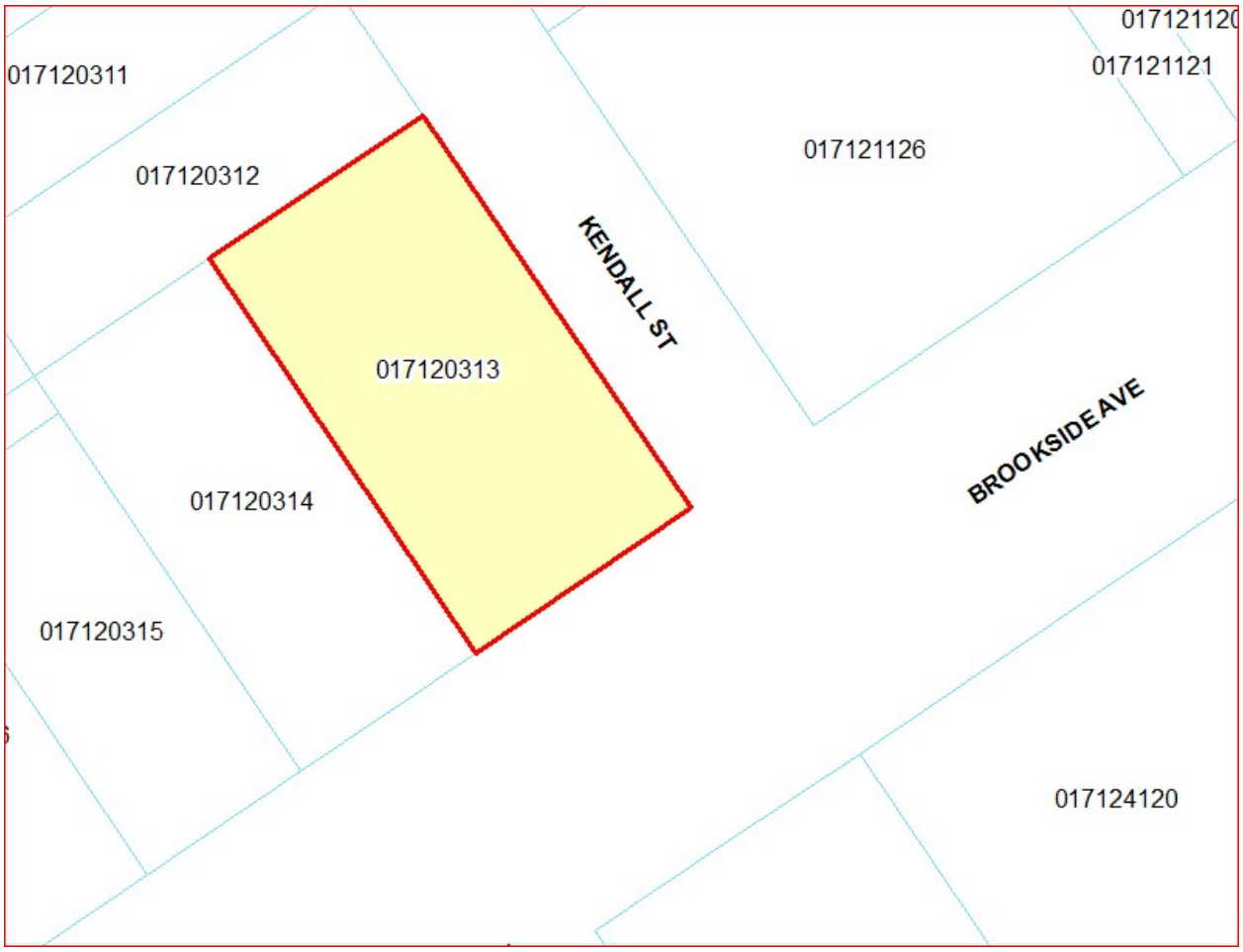
Parcel Map 14090

Annexation S6-A



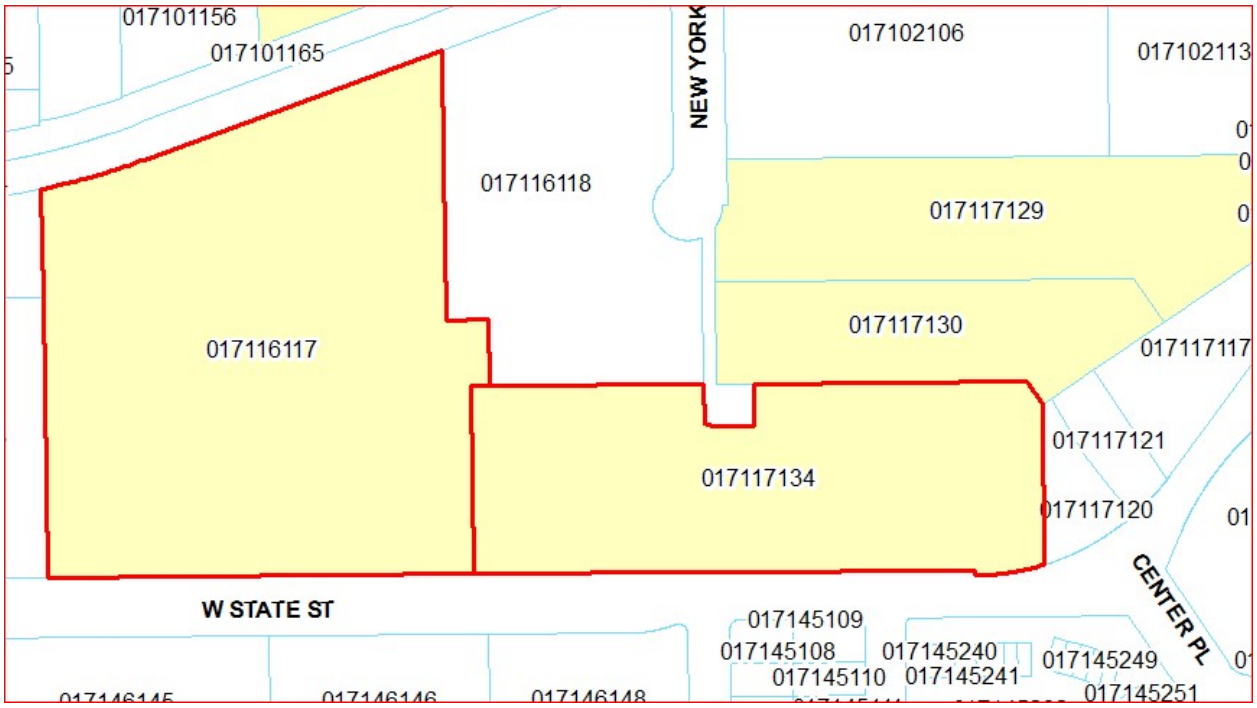
CRA 648

Annexation S6-B



CUP 581

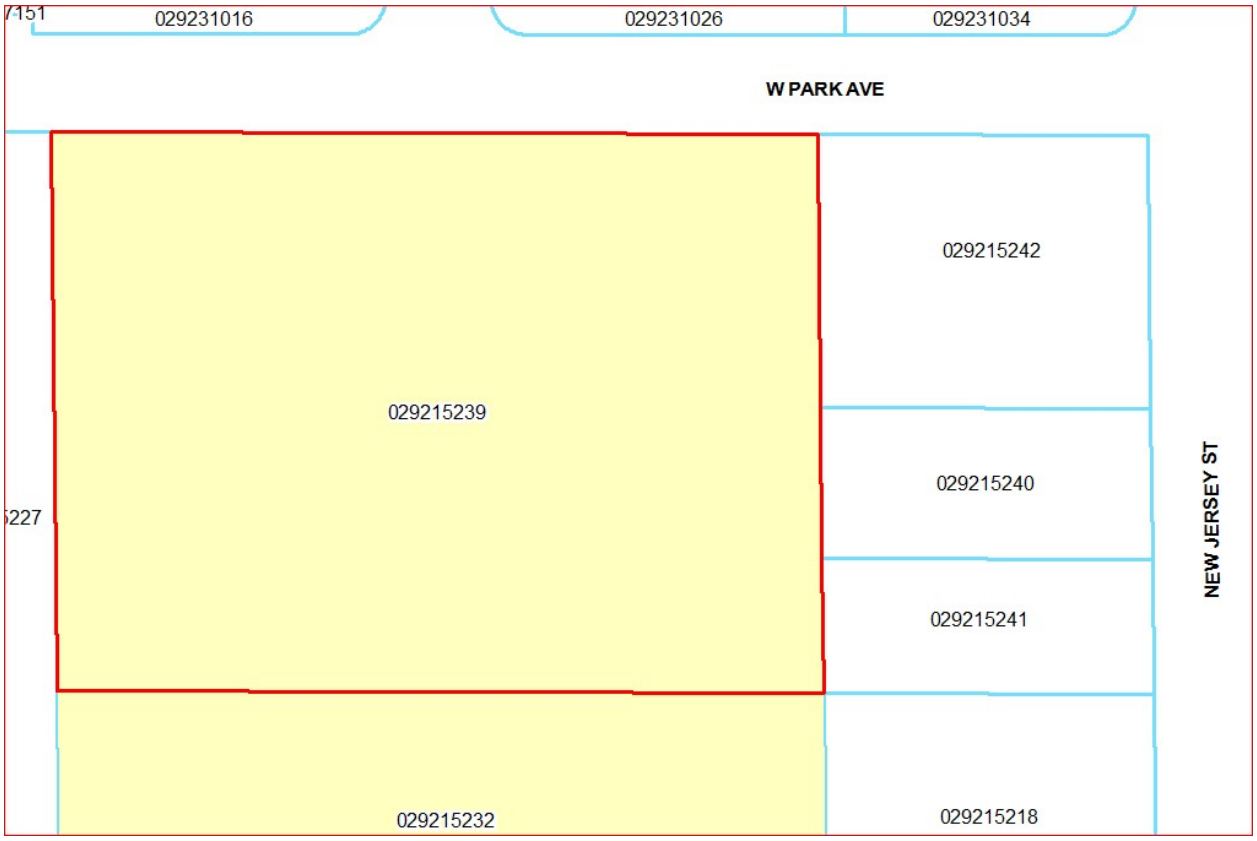
Annexation S7-A



MS 228

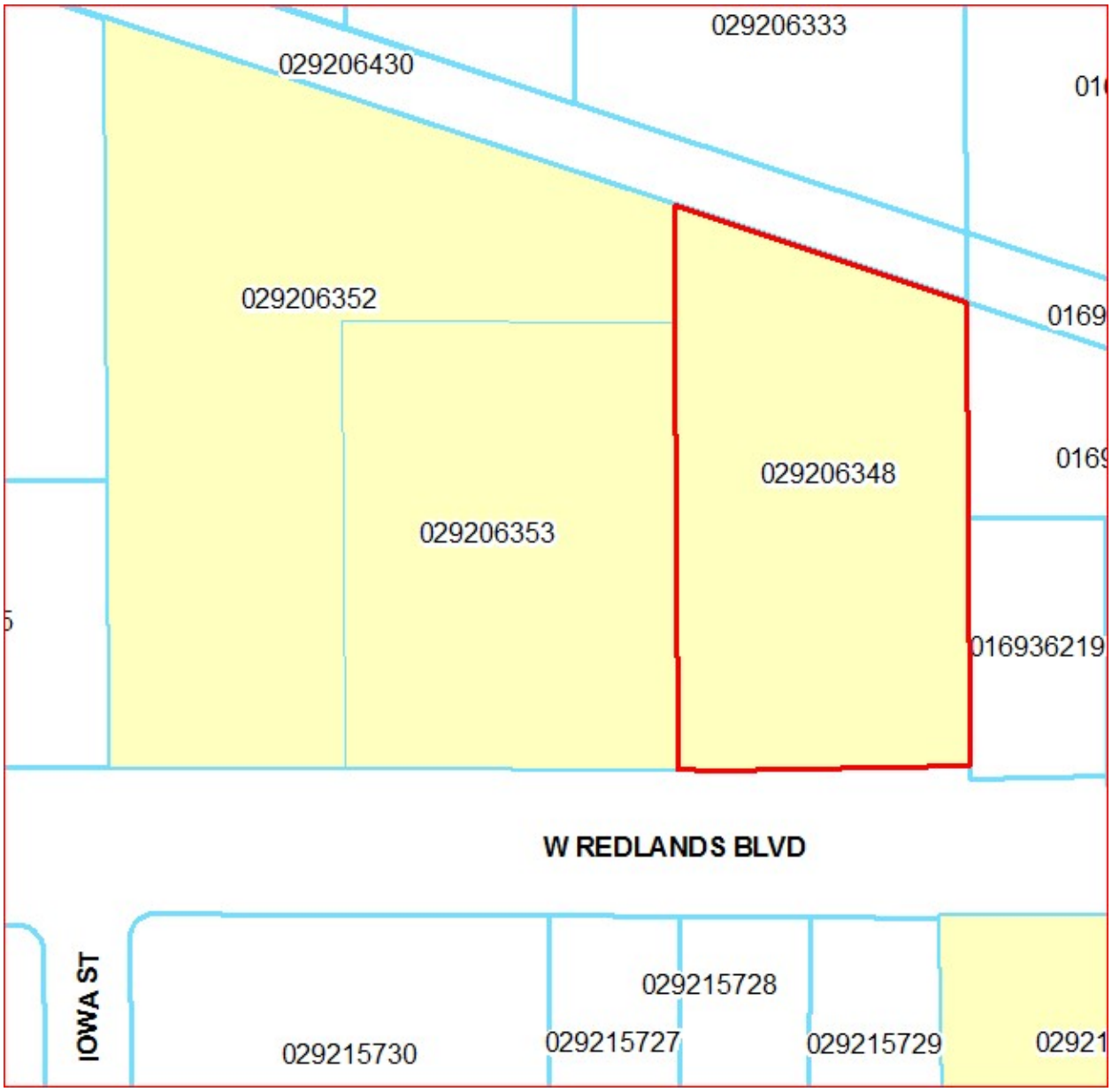
Annexation S7-A was originally APN 0171-161-13 and was then changed to APN 0171-161-14 and -15. Annexation S1-S was originally APN 0171-171-18, -22, and -23. Assessments for Annexation S7-A and S1-S were combined and then adjusted proportionately. New APNs for both annexations are 0171-161-17 and 0171-171-34. Assessment spread proportionately. 4/20/2020

Annexation S7-B



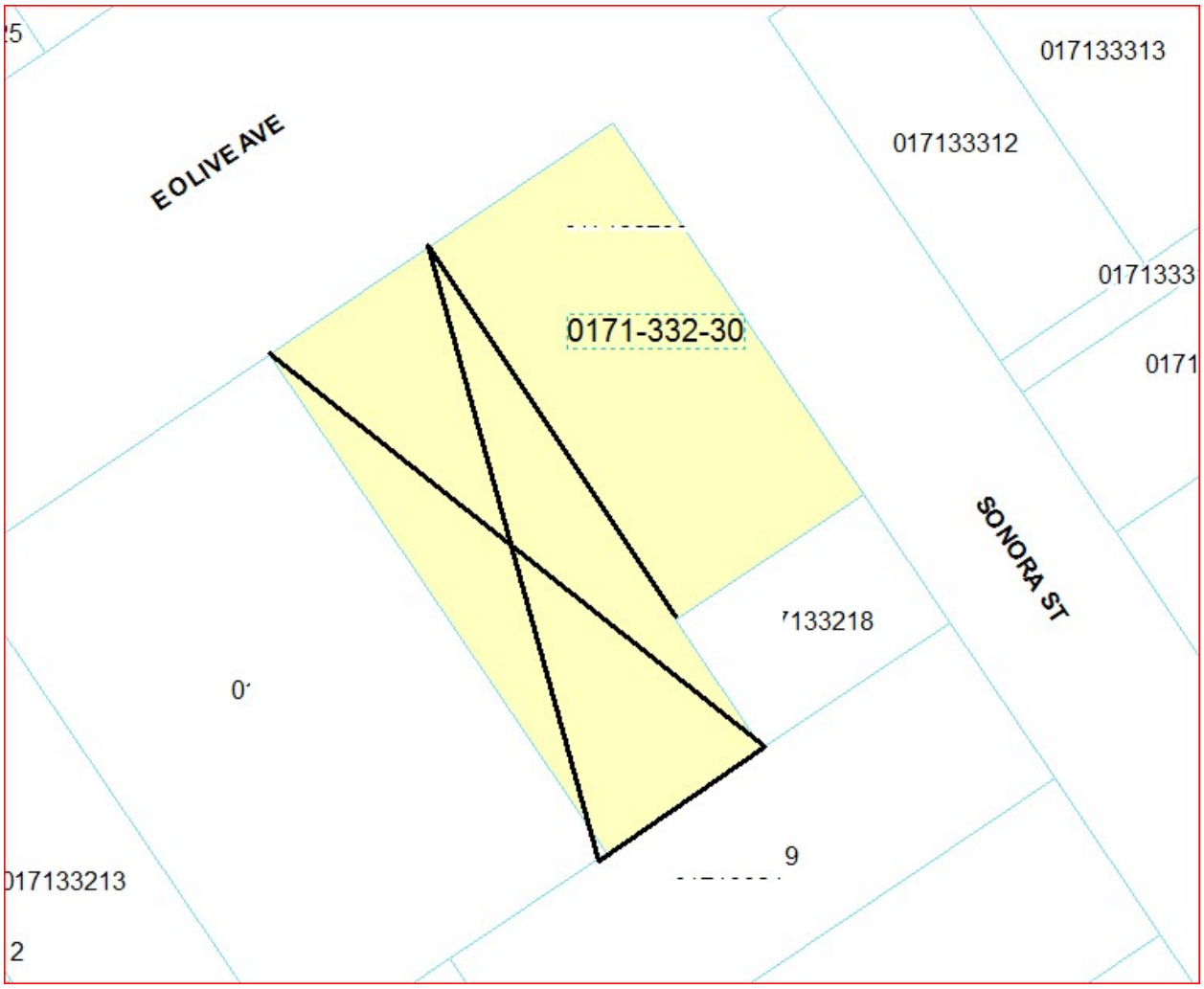
CRA 639

Annexation S7-C



CUP 602

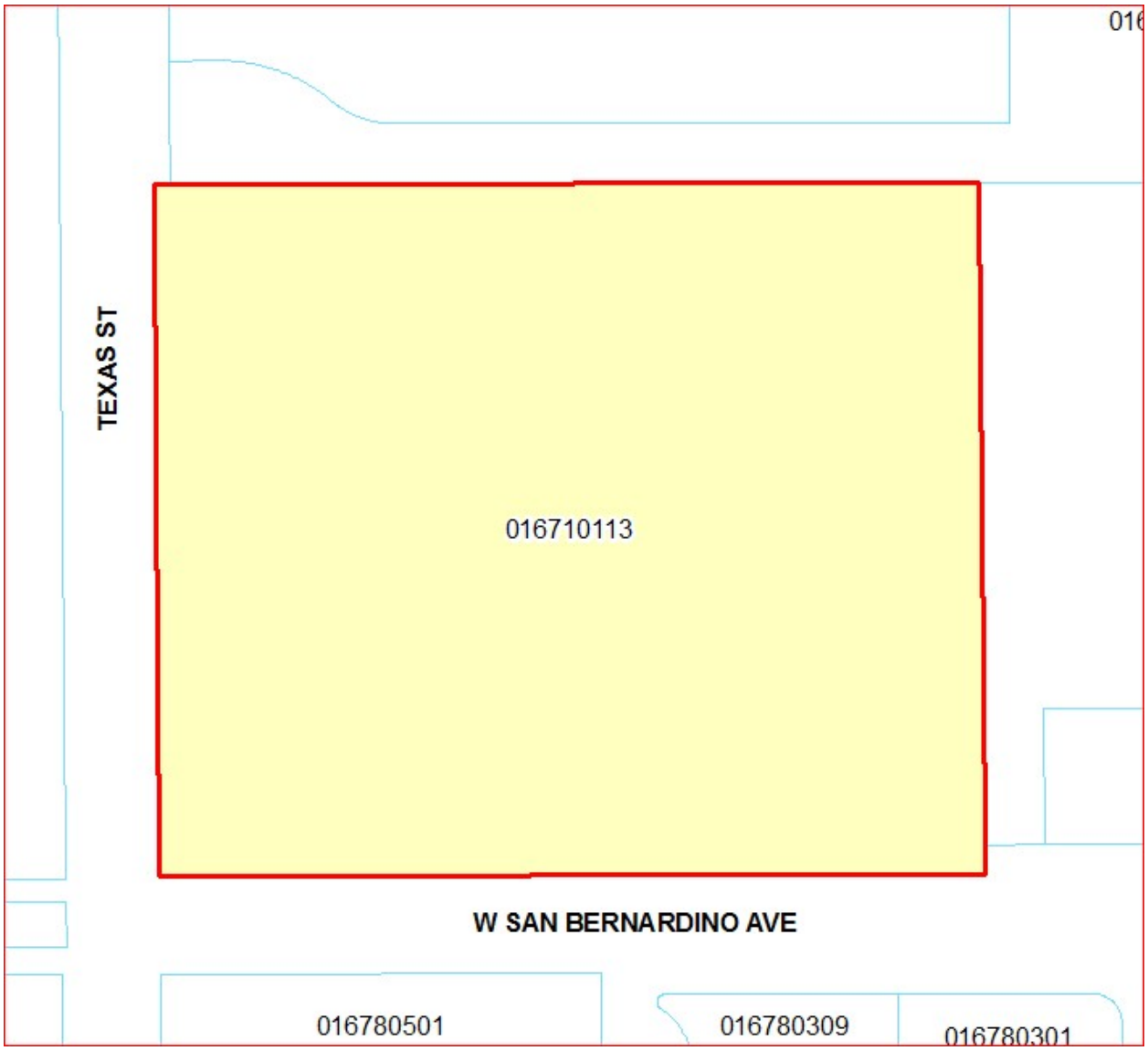
Annexation S7-D



CUP 590

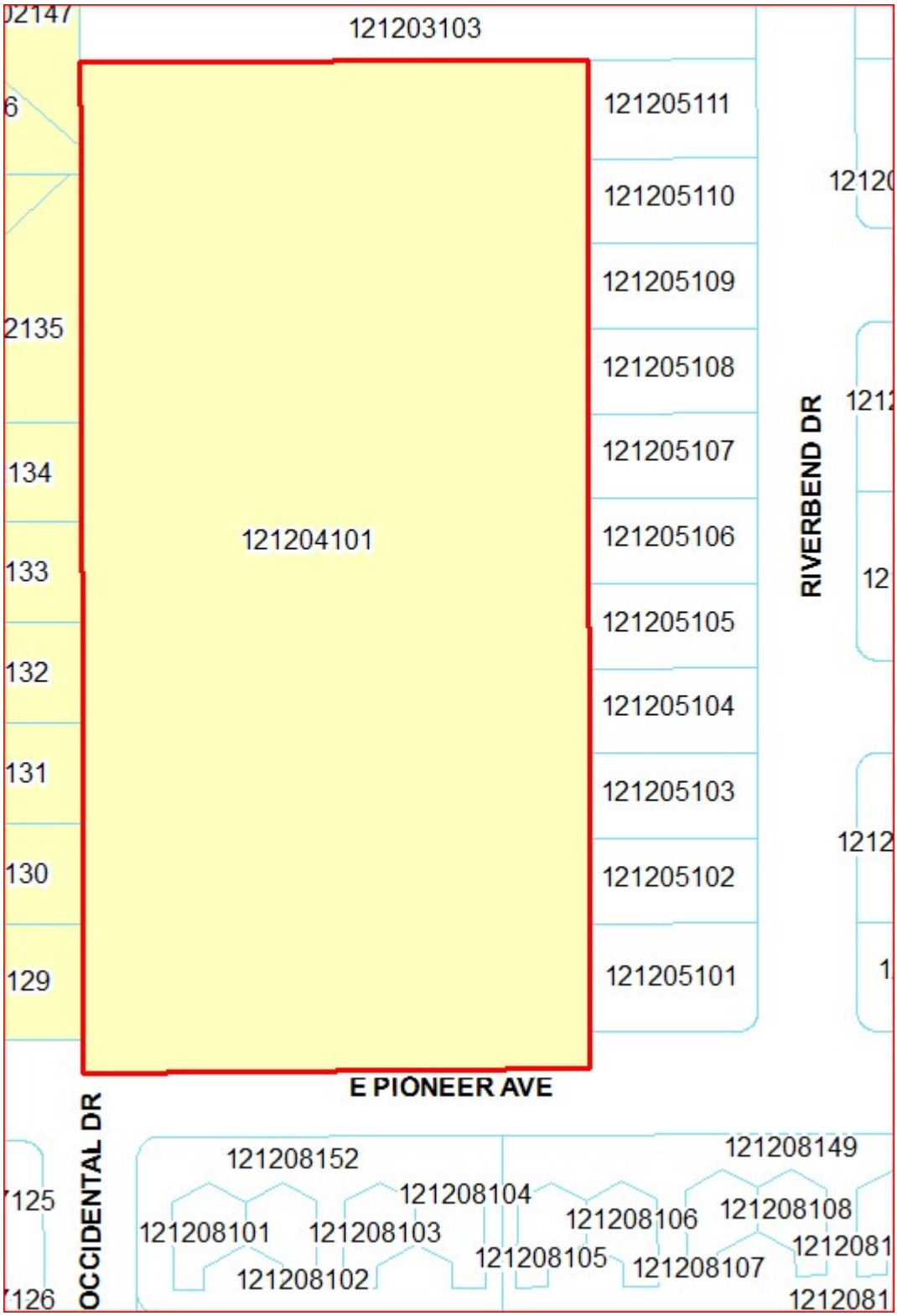
The east half of the property was the original Annexation S7-D when it was a separate parcel.

Annexation S7-E



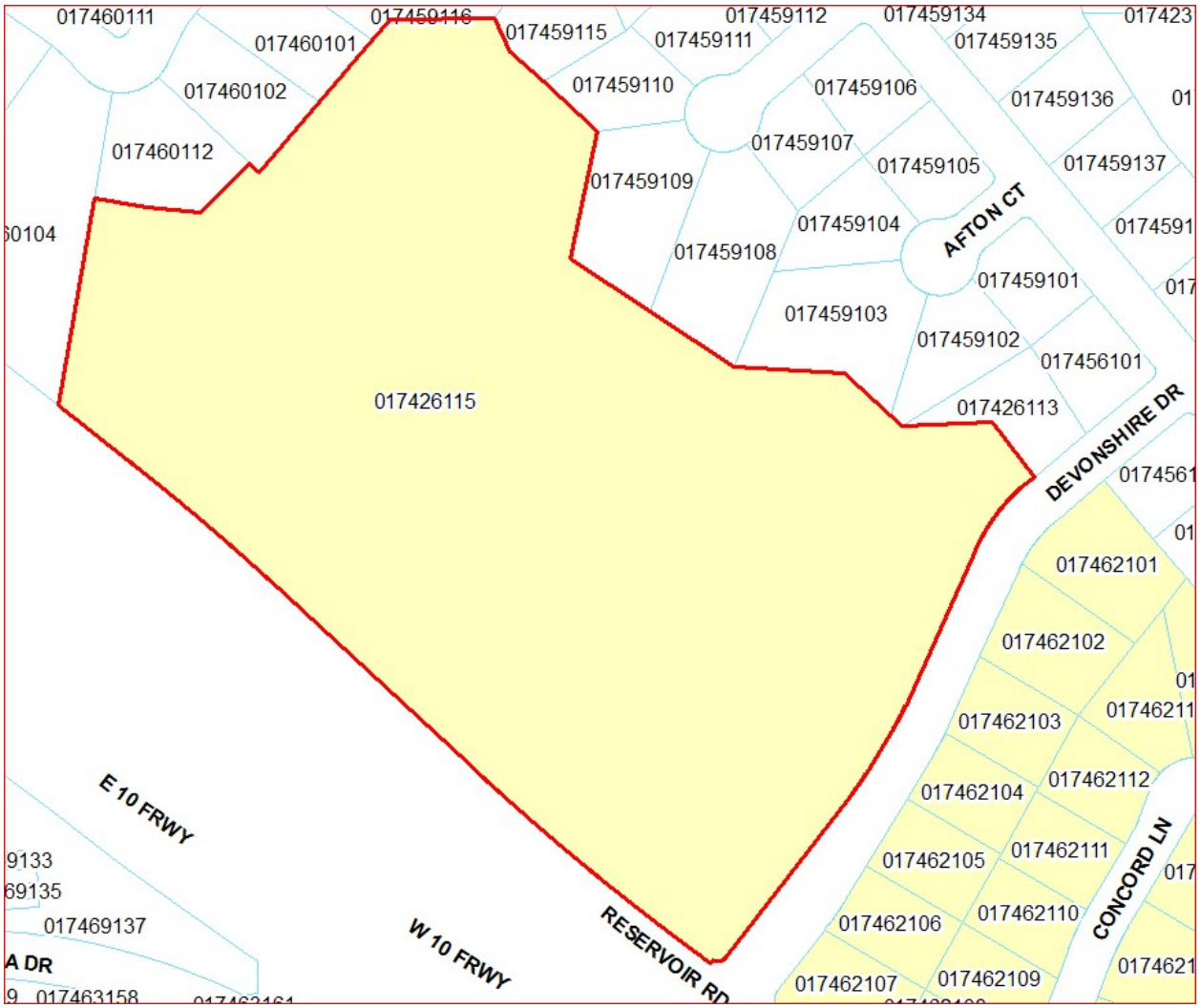
CUP 607

Annexation S7-F



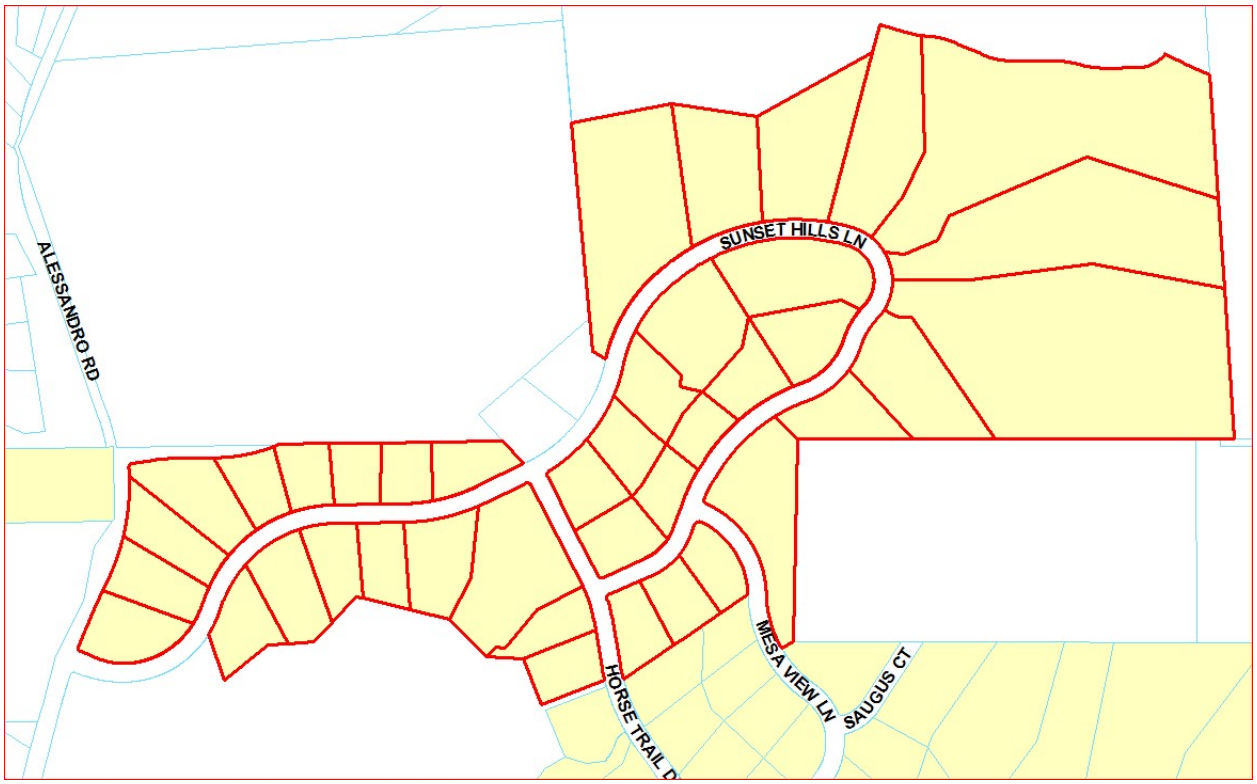
CUP 577

Annexation S7-G



CUP 541

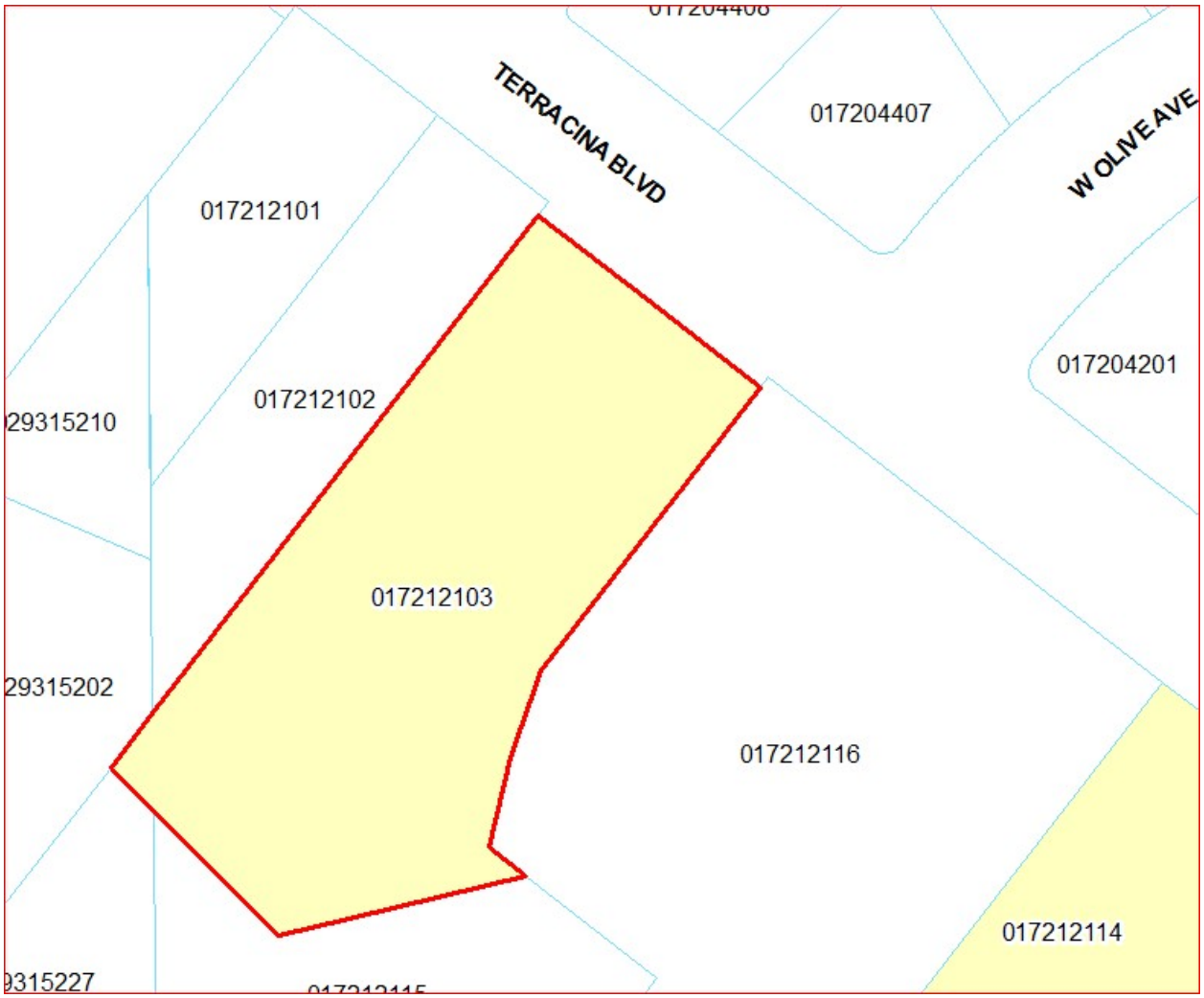
Annexation S7-H



Tract 14790-1

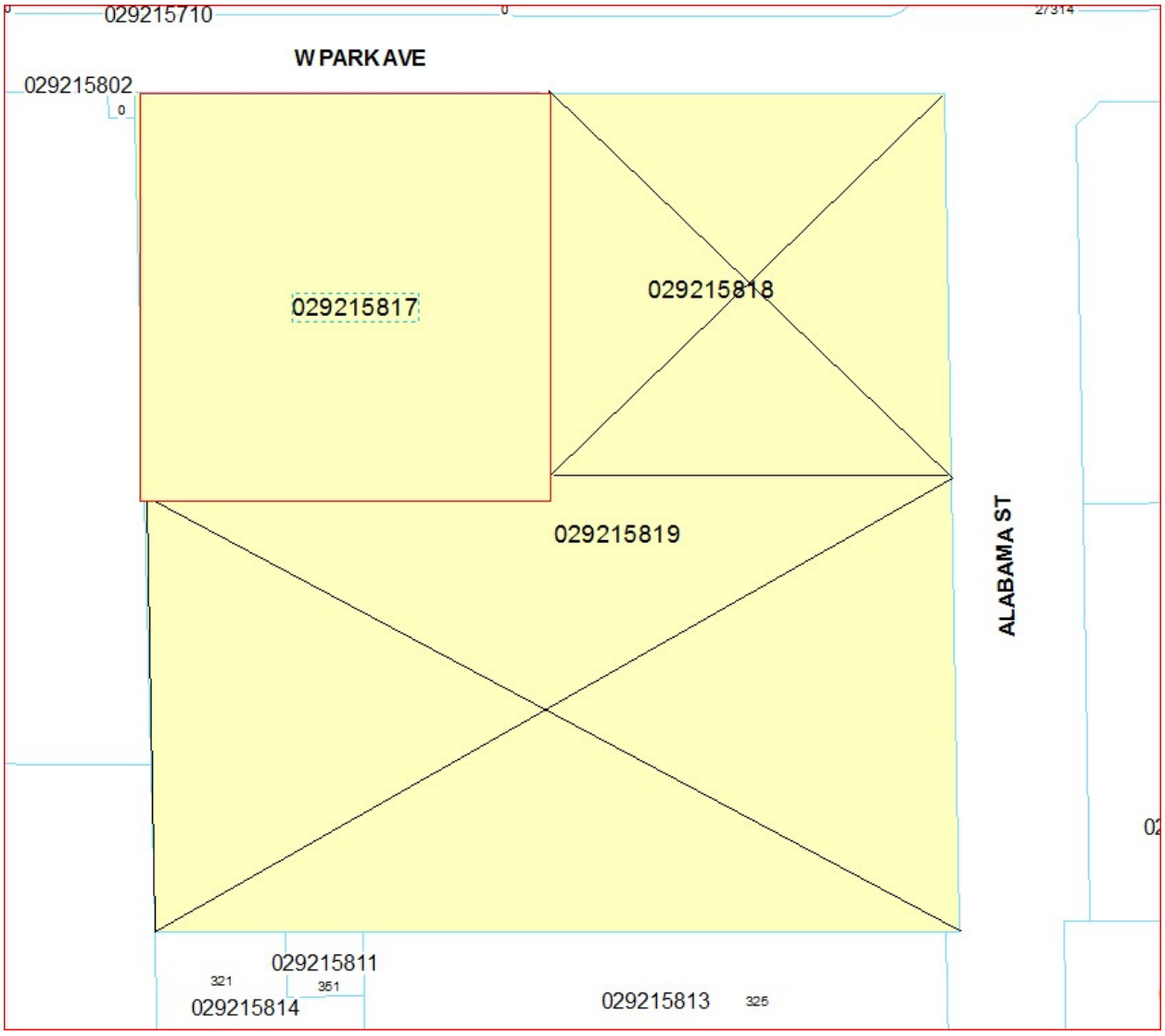
APN 0176-521-01 thru -13, -18 thru -23, -27 thru -32
APN 0176-531-01 thru -03, -07 thru -09, -12, -13, -18, -20 thru -22, -24 thru -26

Annexation S8-A



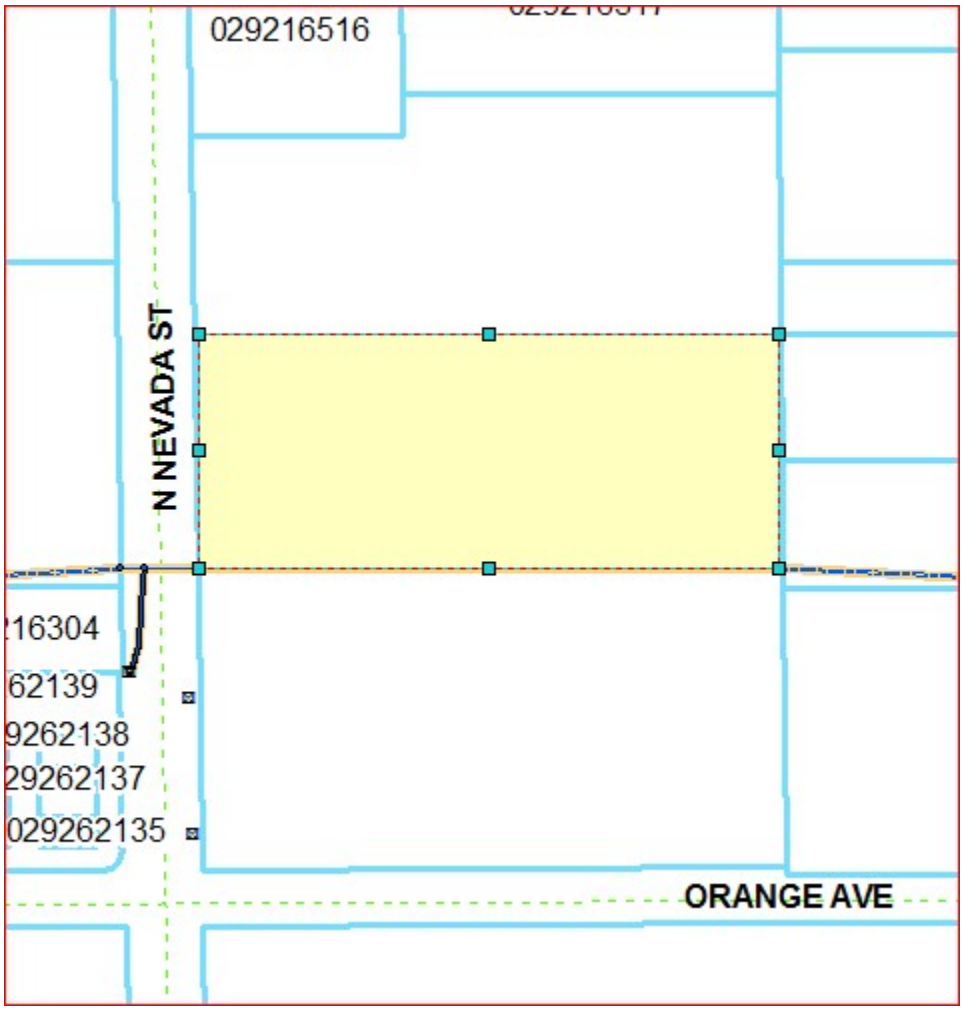
CUP 584

Annexation S8-B



CRA 666

Annexation S8-C, CUP 616



The portion of this parcel that was Annexation S-8C is no longer assessed.

Annexation S9-A

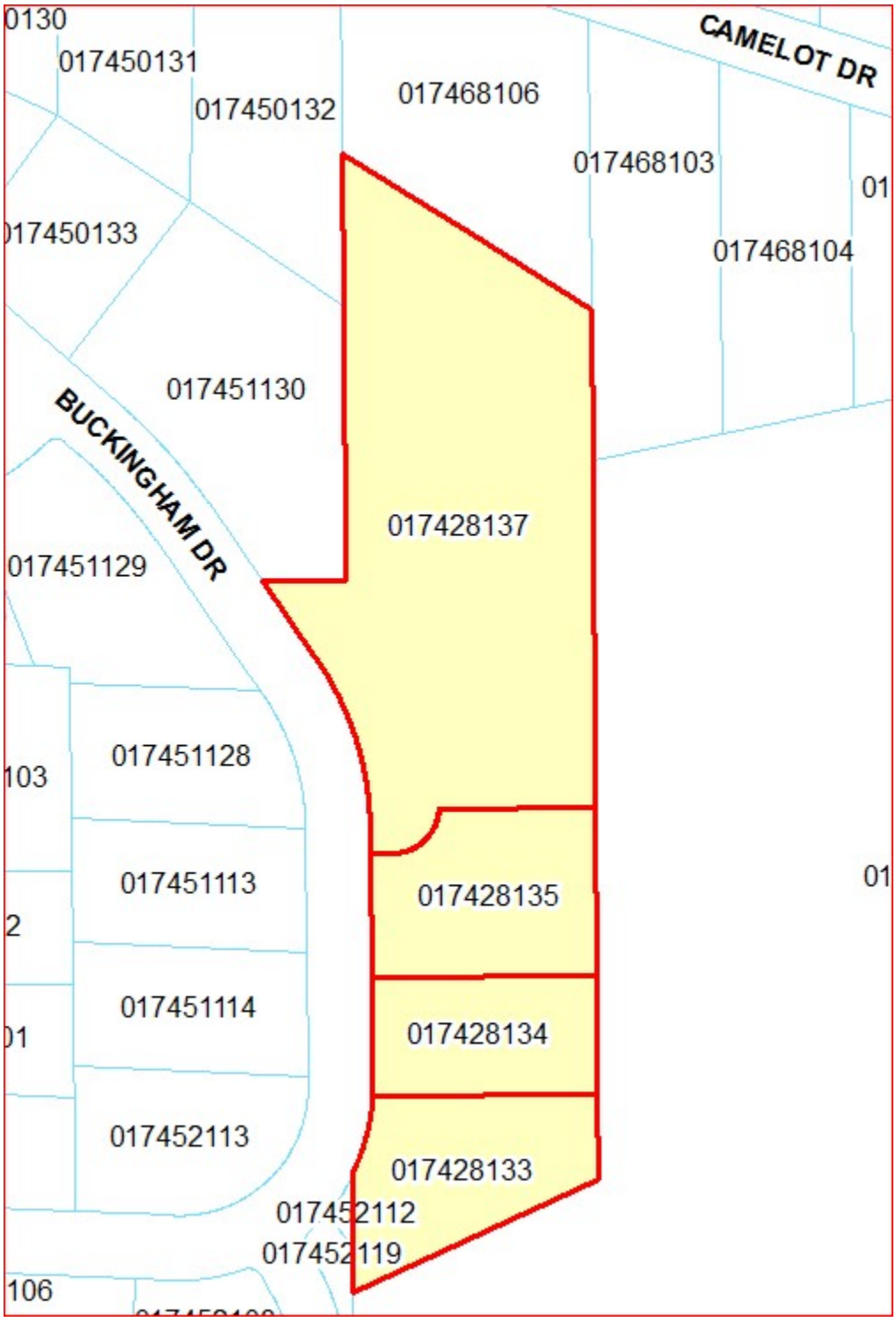


Tract 15589

Assessor's Parcel Numbers

0293-421-01 thru -45

Annexation S9-B

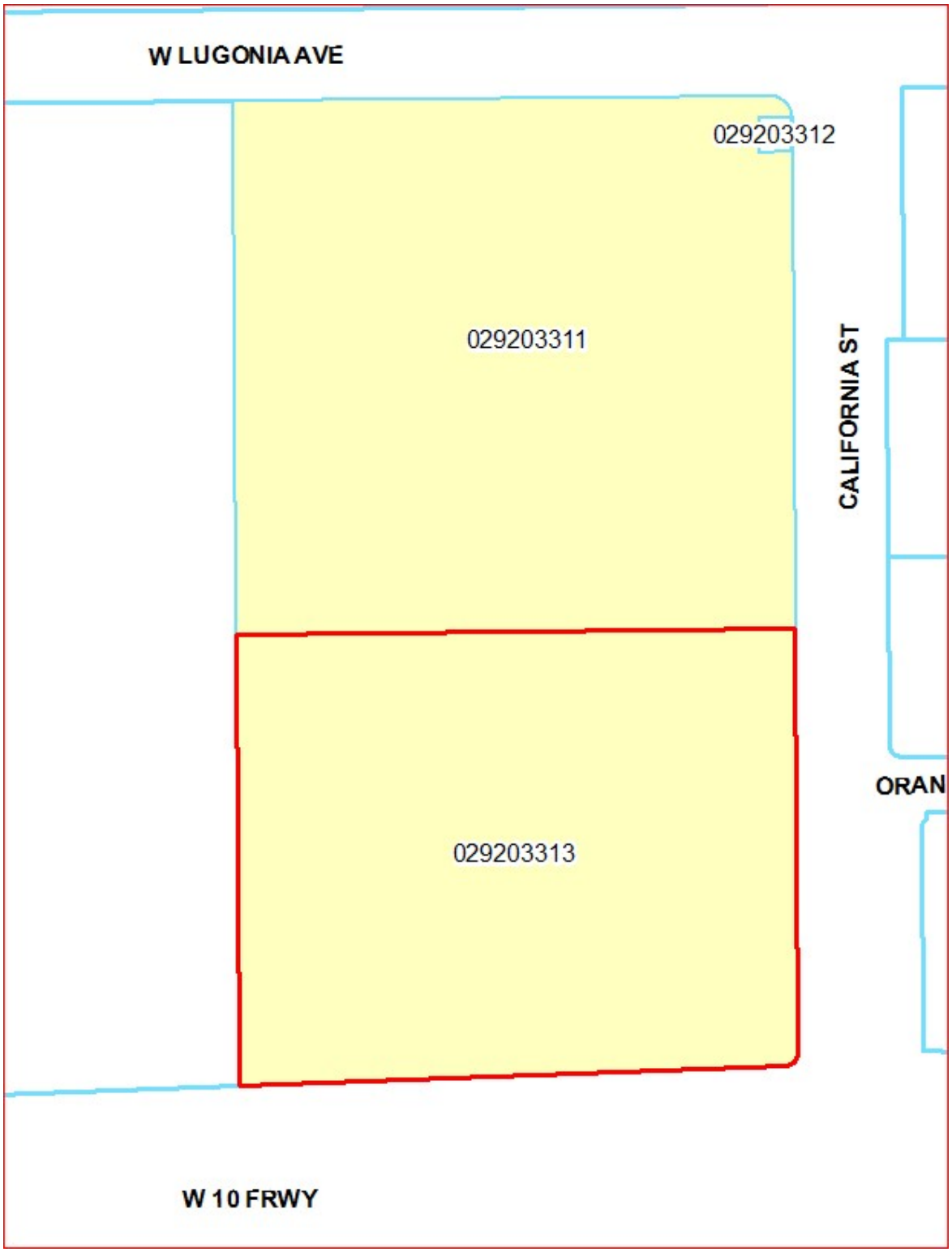


MS 221, Parcel Map 14285

Annexation S9-C

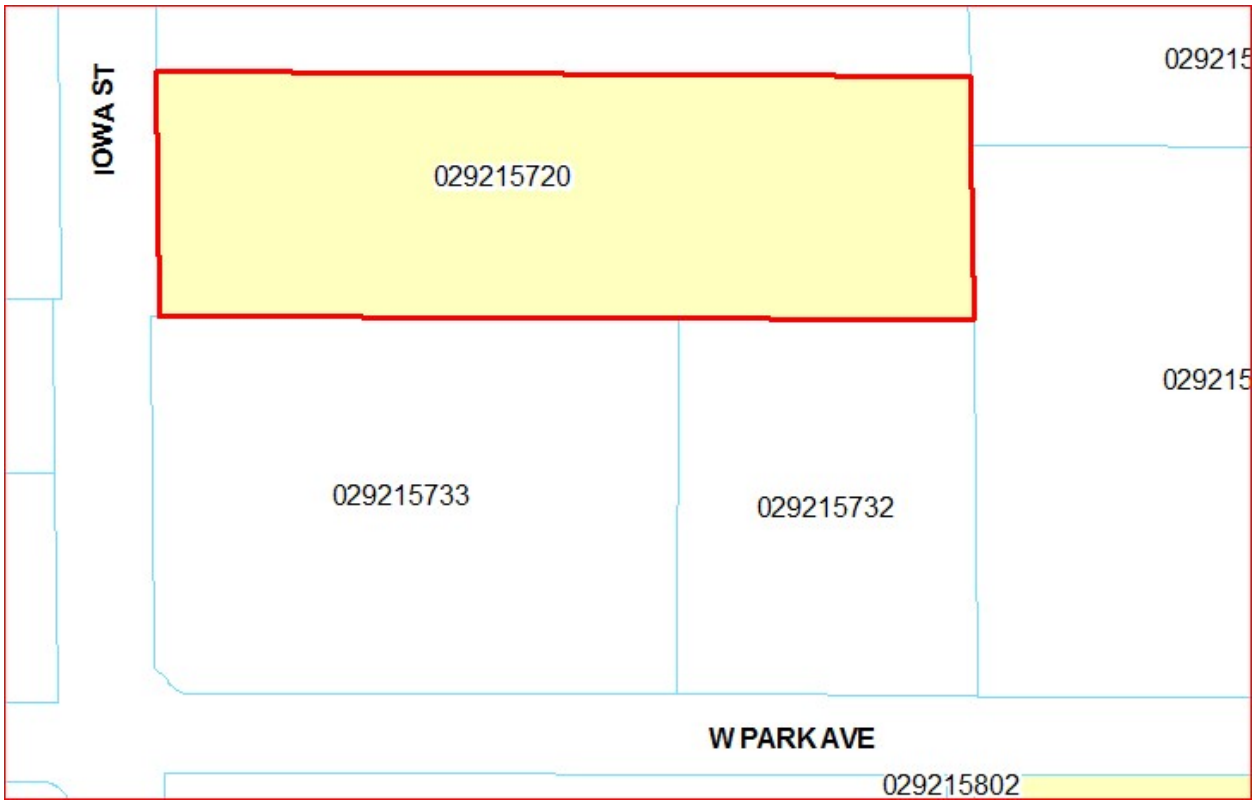
There is no Annexation S9-C.

Annexation S9-D



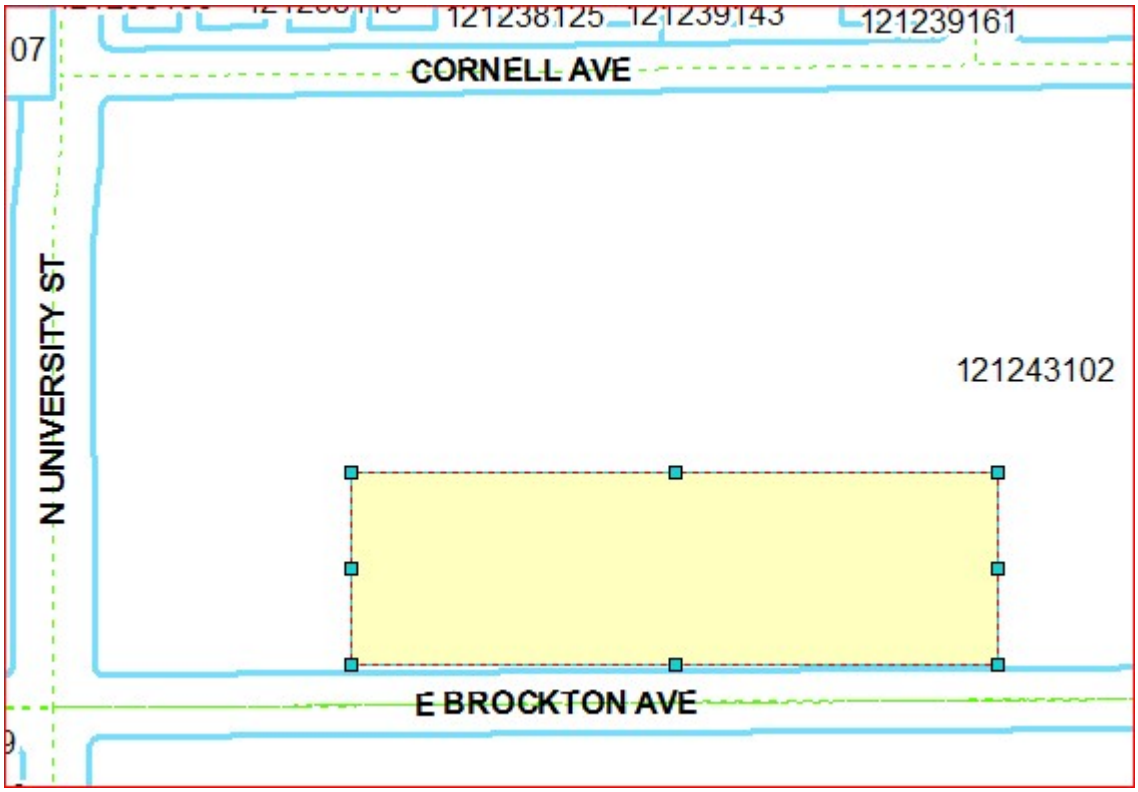
CUP 617

Annexation S9-E



CRA 670

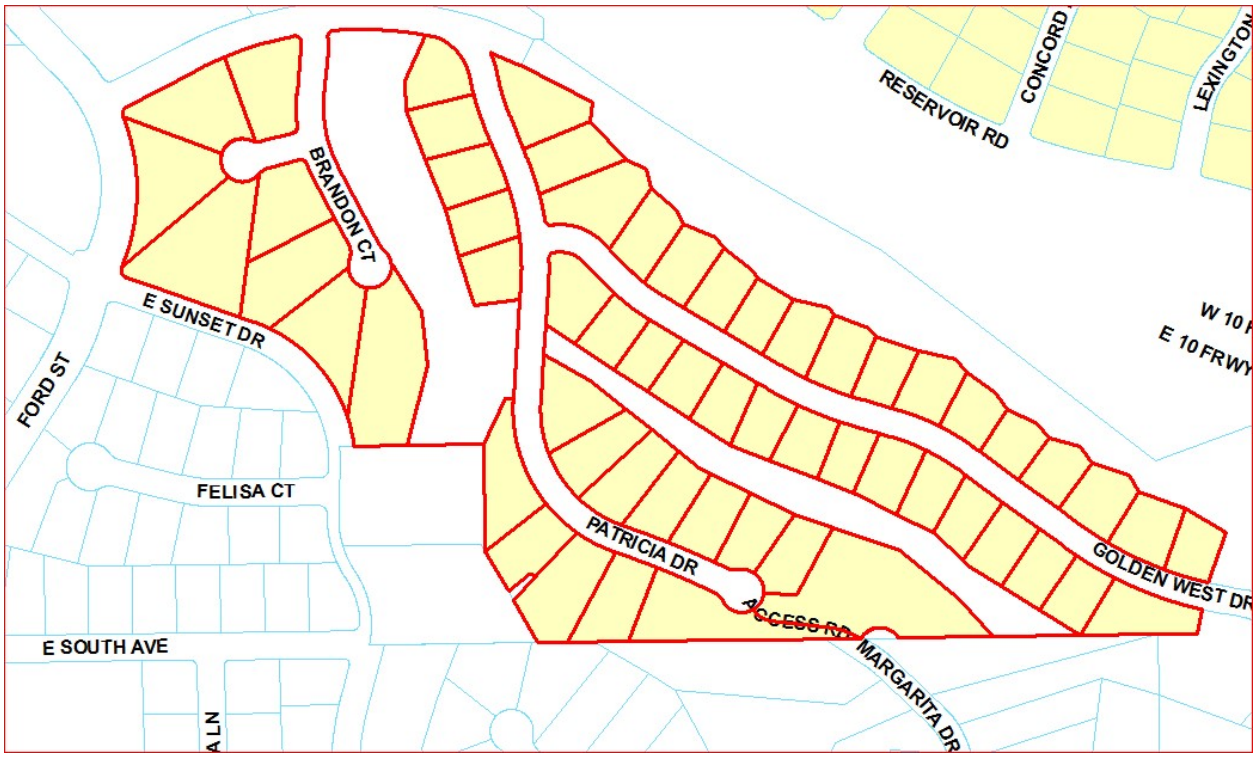
Annexation S9-F



CUP 629

Boundary of area of original annexation is shown. That parcel has since been incorporated into the larger parcel.

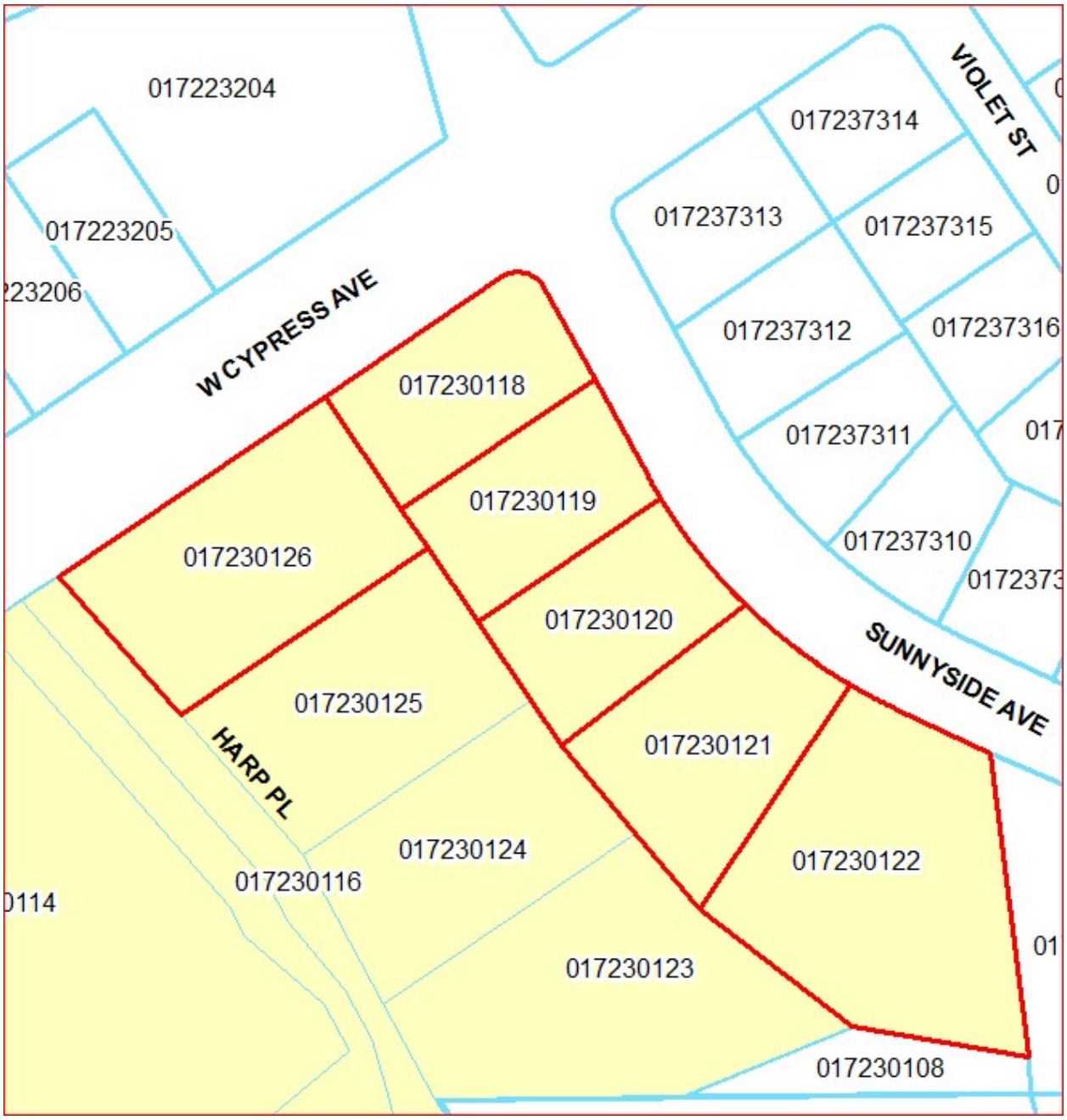
Annexation S10-A



Tract 15040

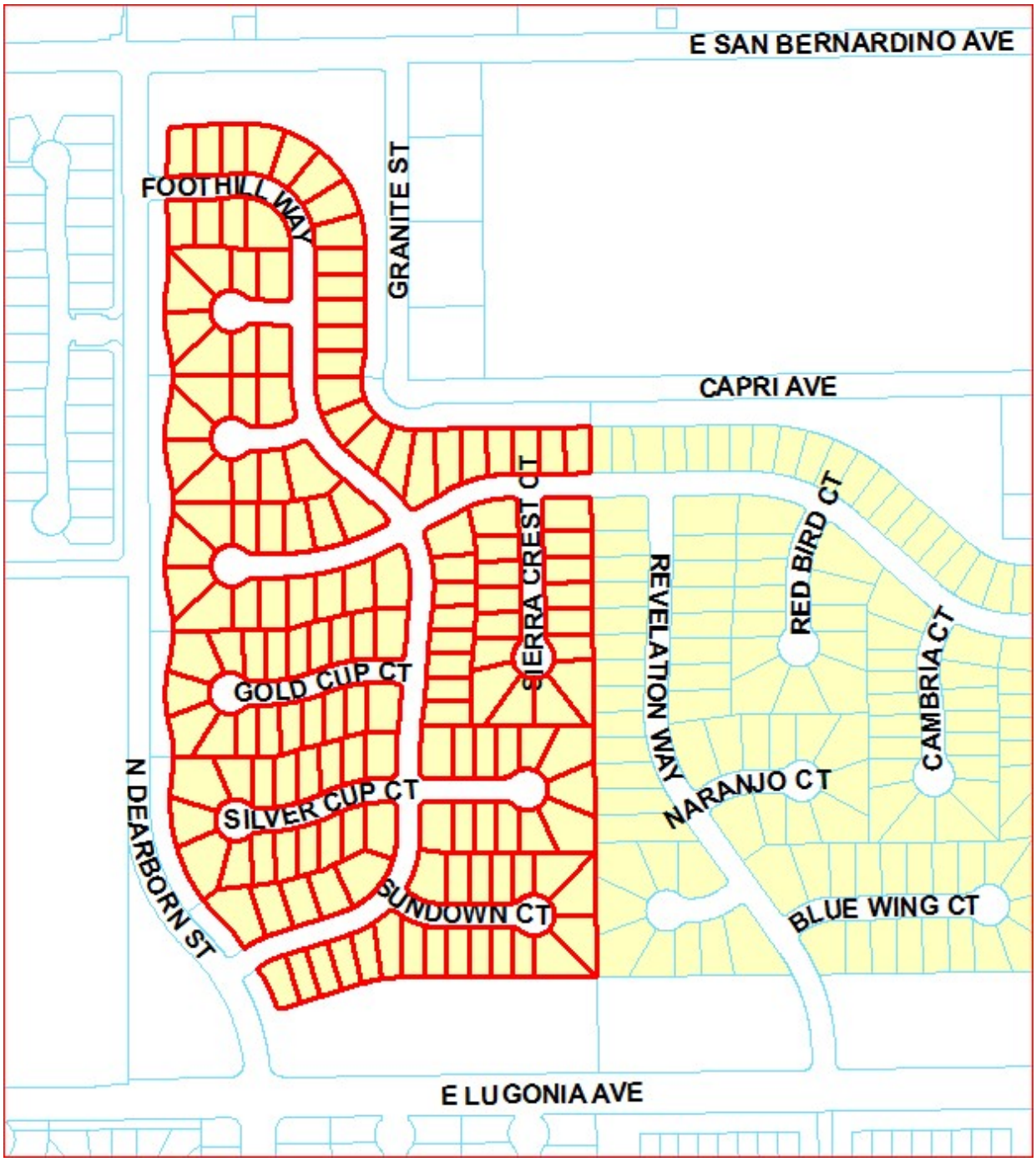
APN 174-631-01 thru -09, -11 thru -35
APN 174-631-37 thru -58
APN 0174-631-63, -64

Annexation S10-B



Tract 15832

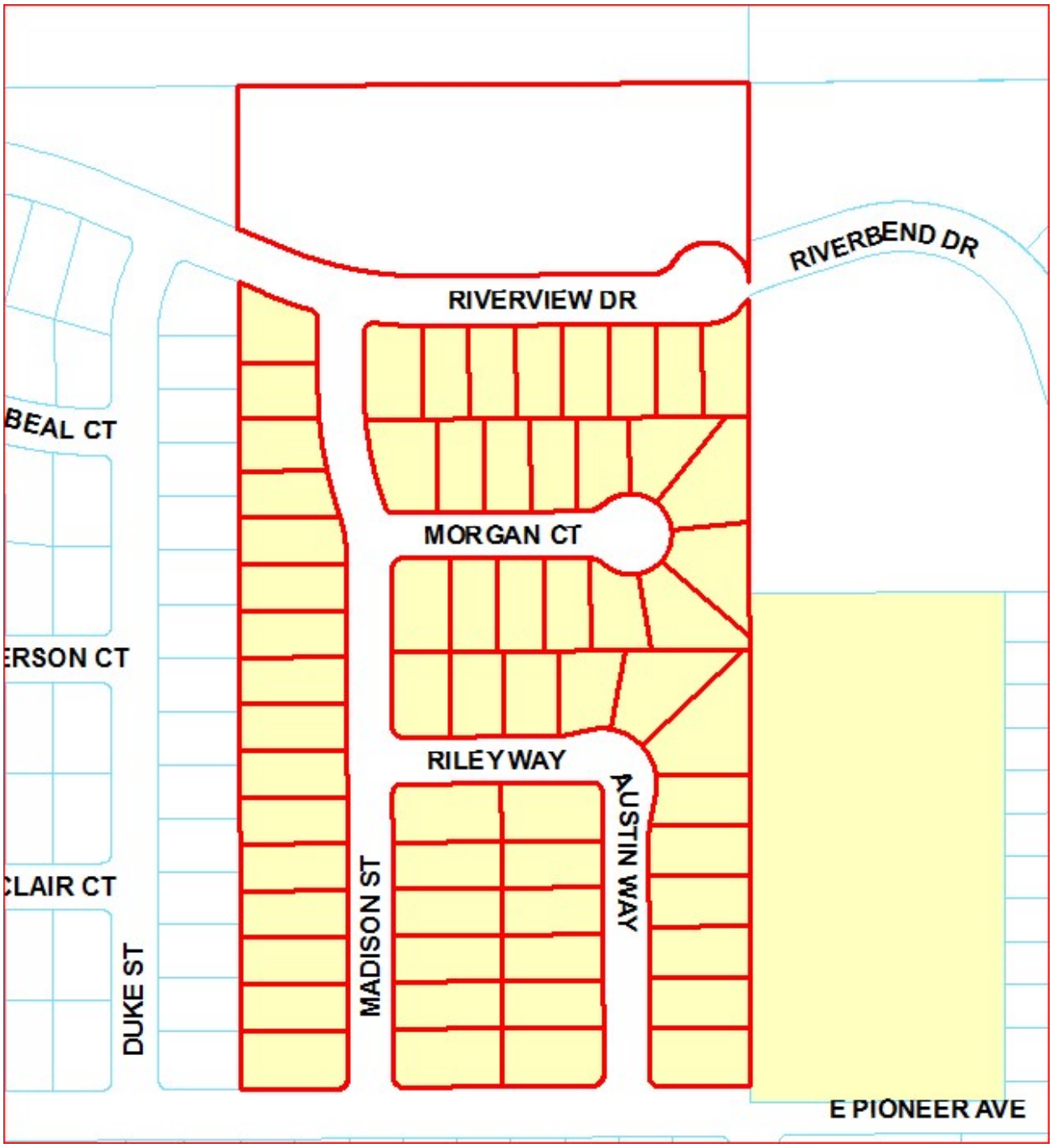
Annexation S10-C



Tract 15937

APN 0168-731-01 thru -25
APN 0168-741-01 thru -78
APN 0168-751-01 thru -56

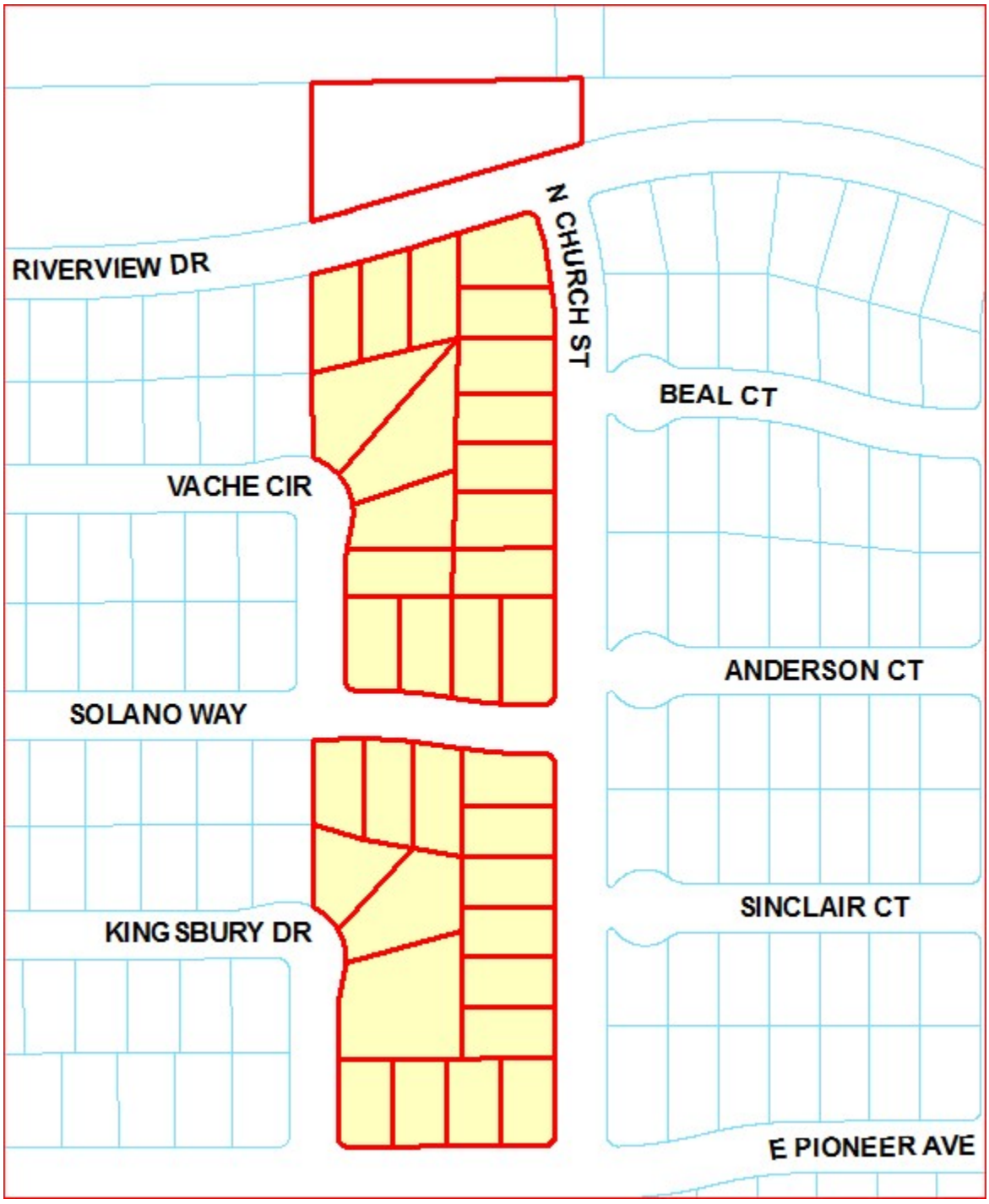
Annexation S10-D



Tract 16015

APN 168-761-01 thru 168-761-62

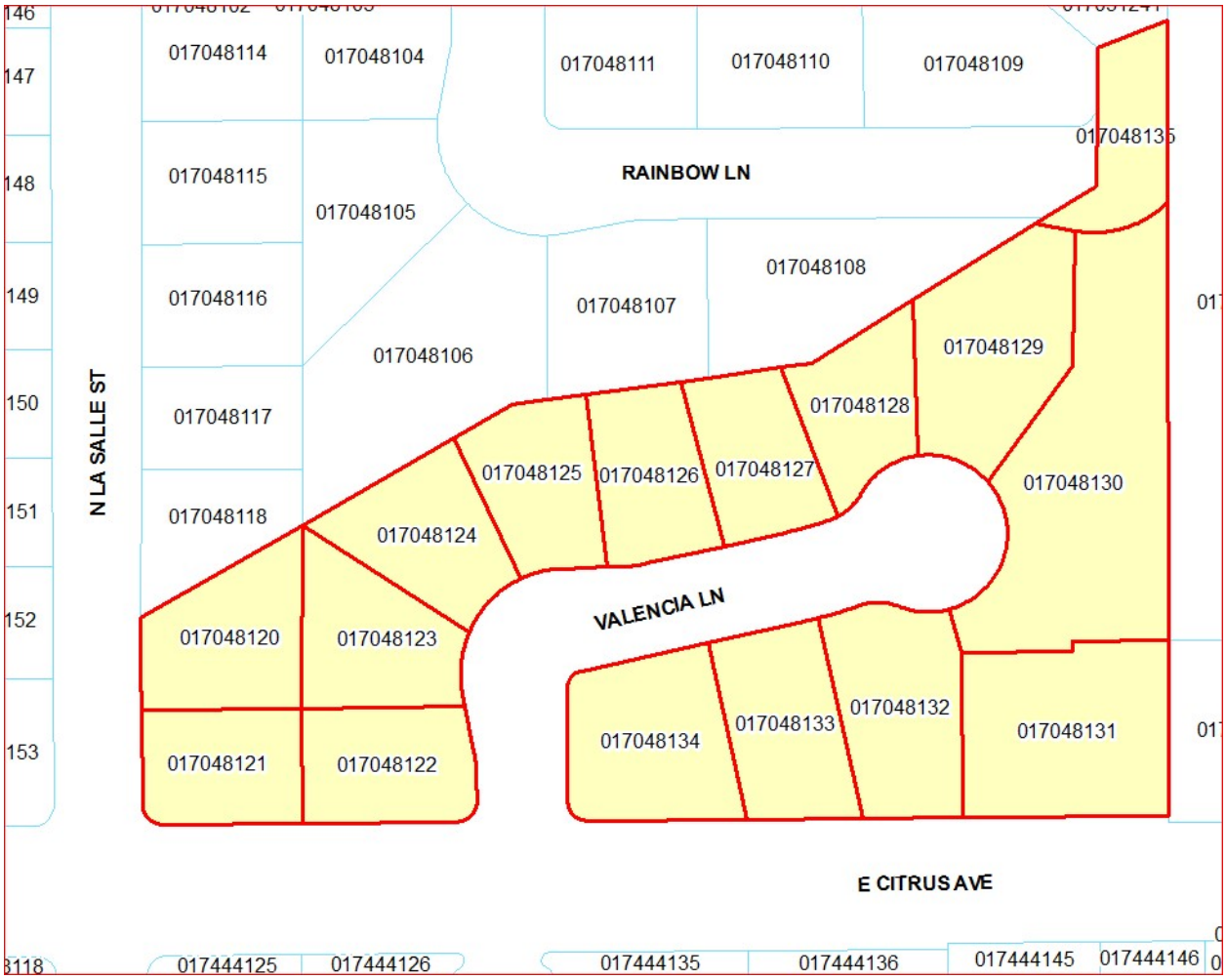
Annexation S10-E



Tract 16029

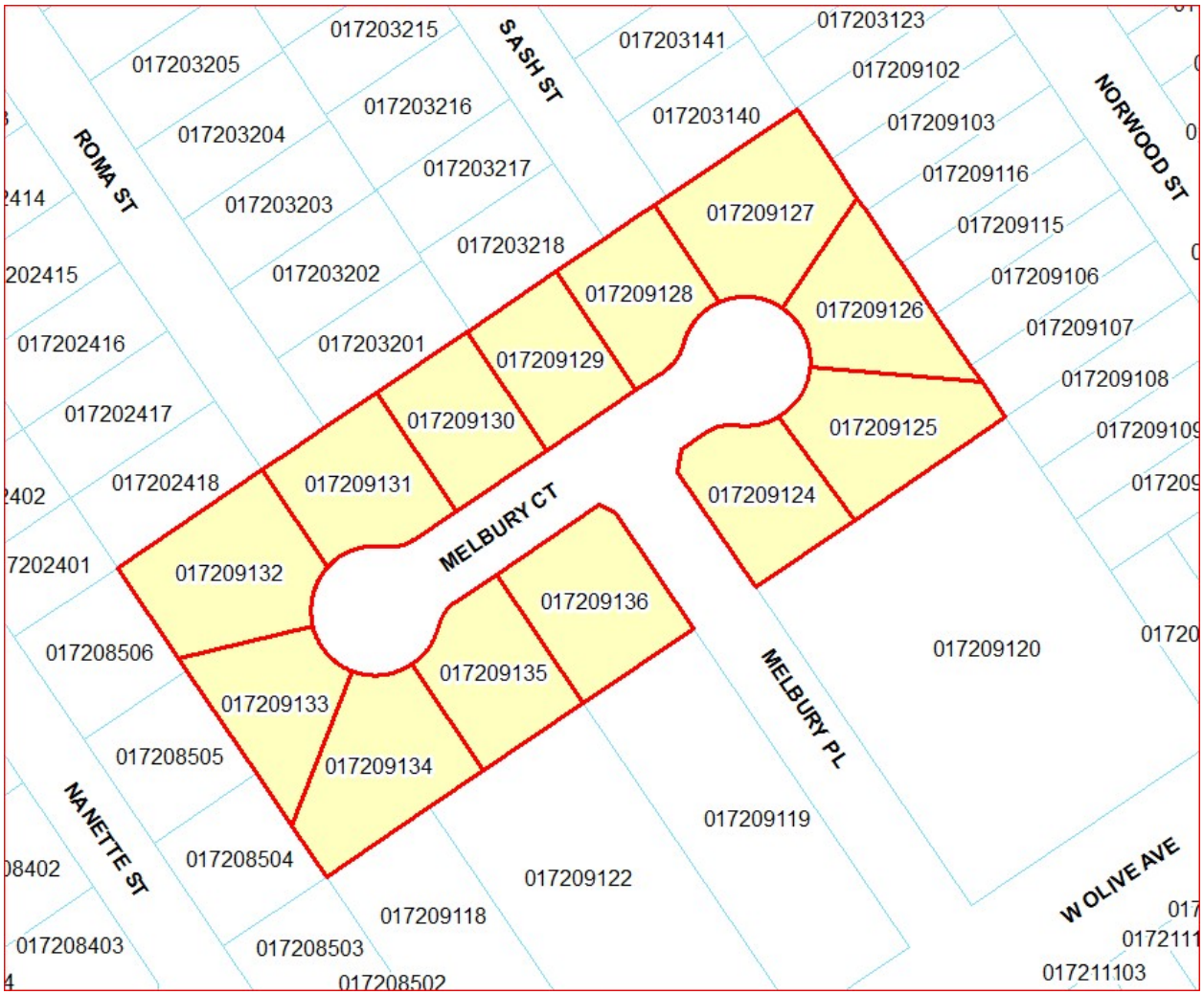
APN 167-081-13 thru 167-081-45

Annexation S10-F



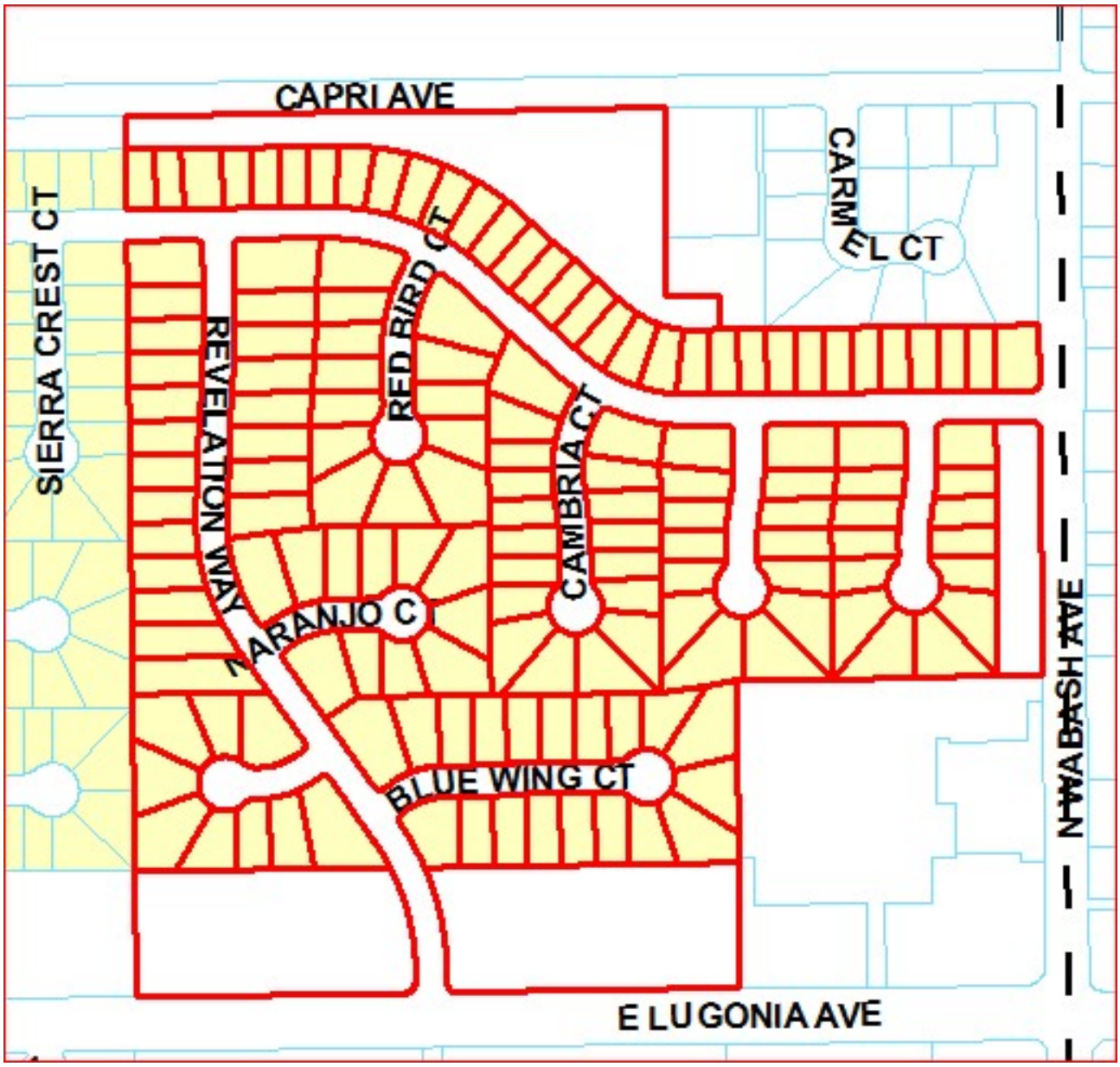
Tract 16032

Annexation S10-G



Tract 16082

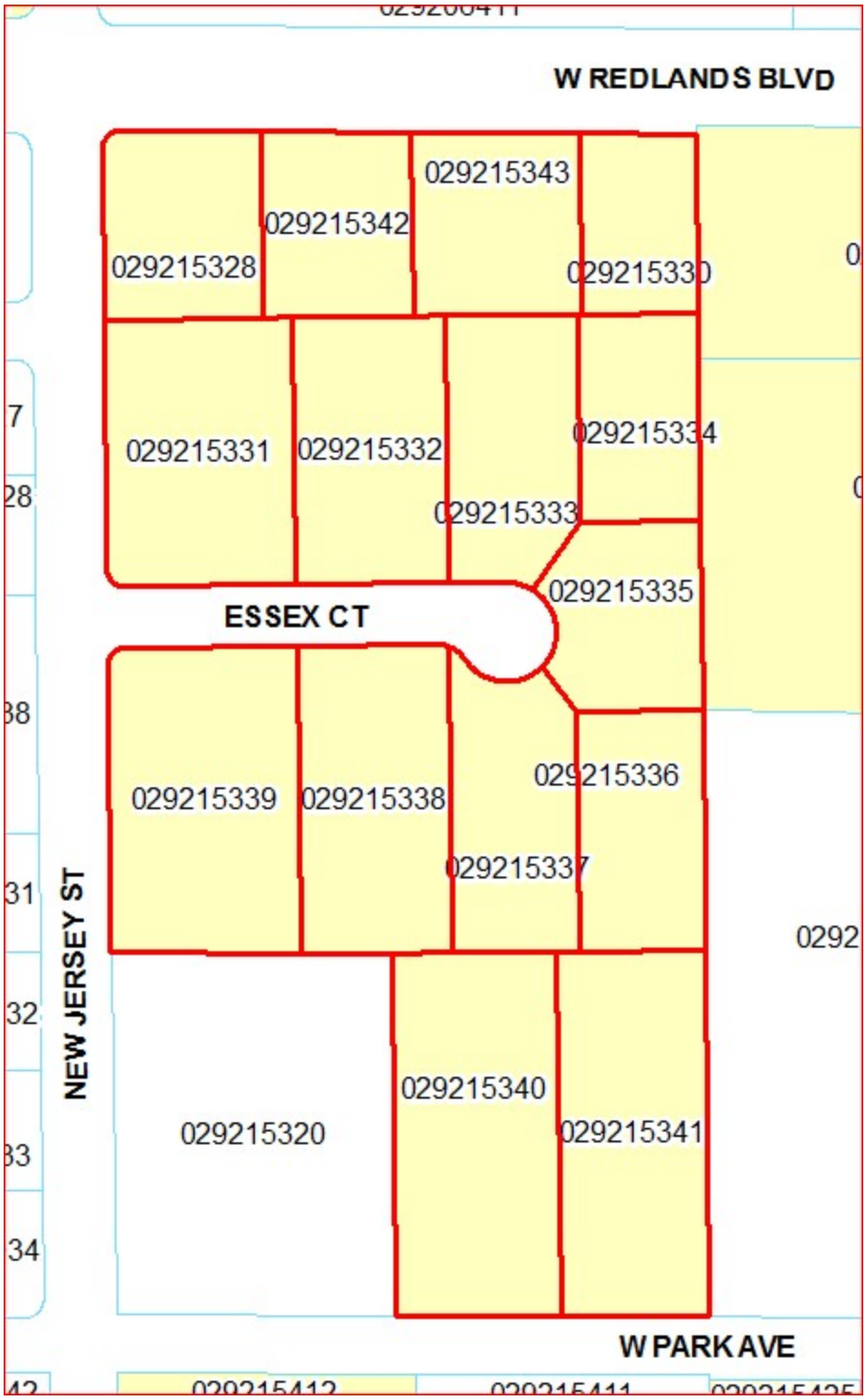
Annexation S10-H



Tract 16101

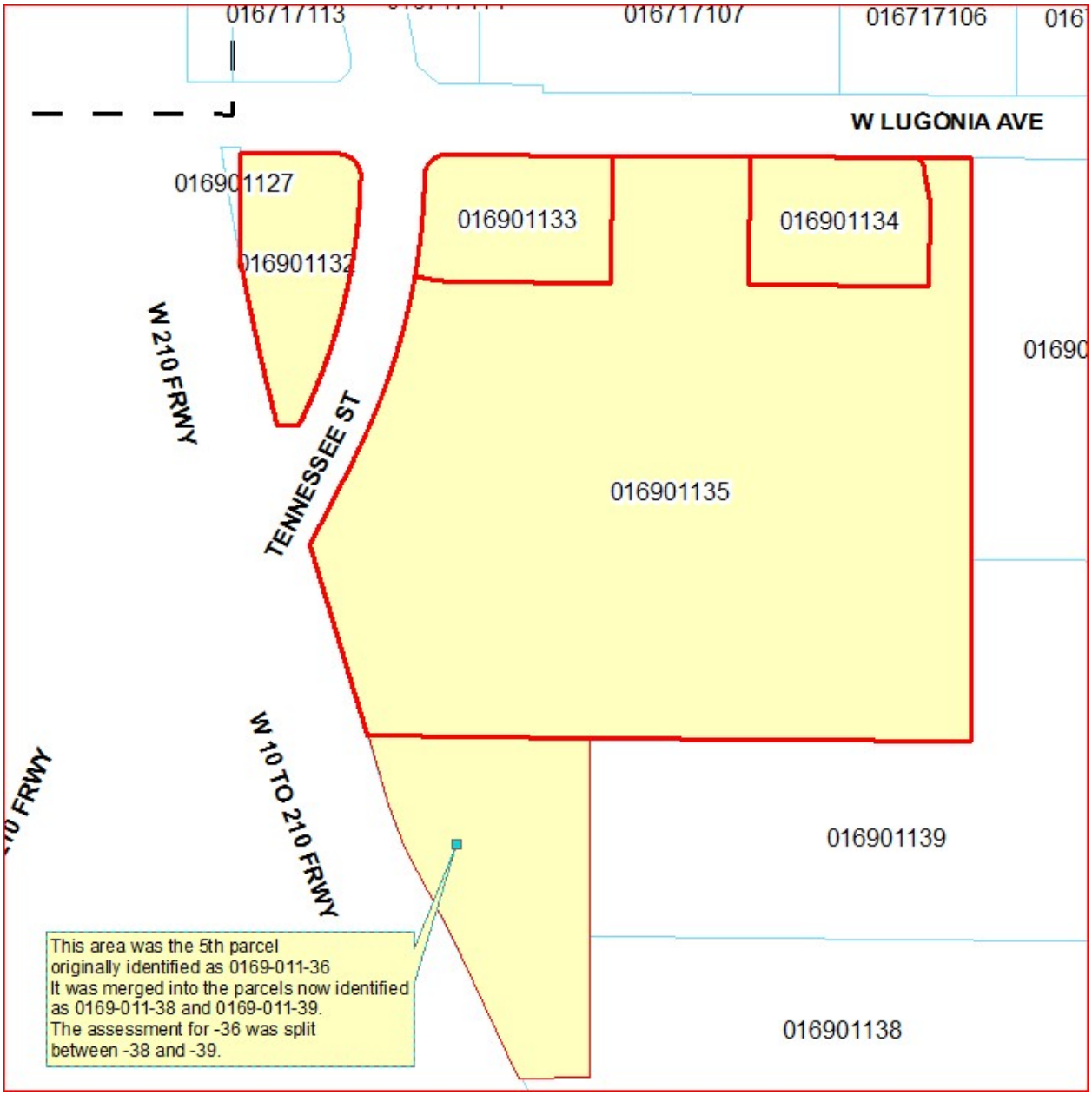
APN 168-771-01 thru -50
APN 168-761-01 thru -34
APN 168-791-01 thru -28
APN 168-801-01 thru -38

Annexation S10-I



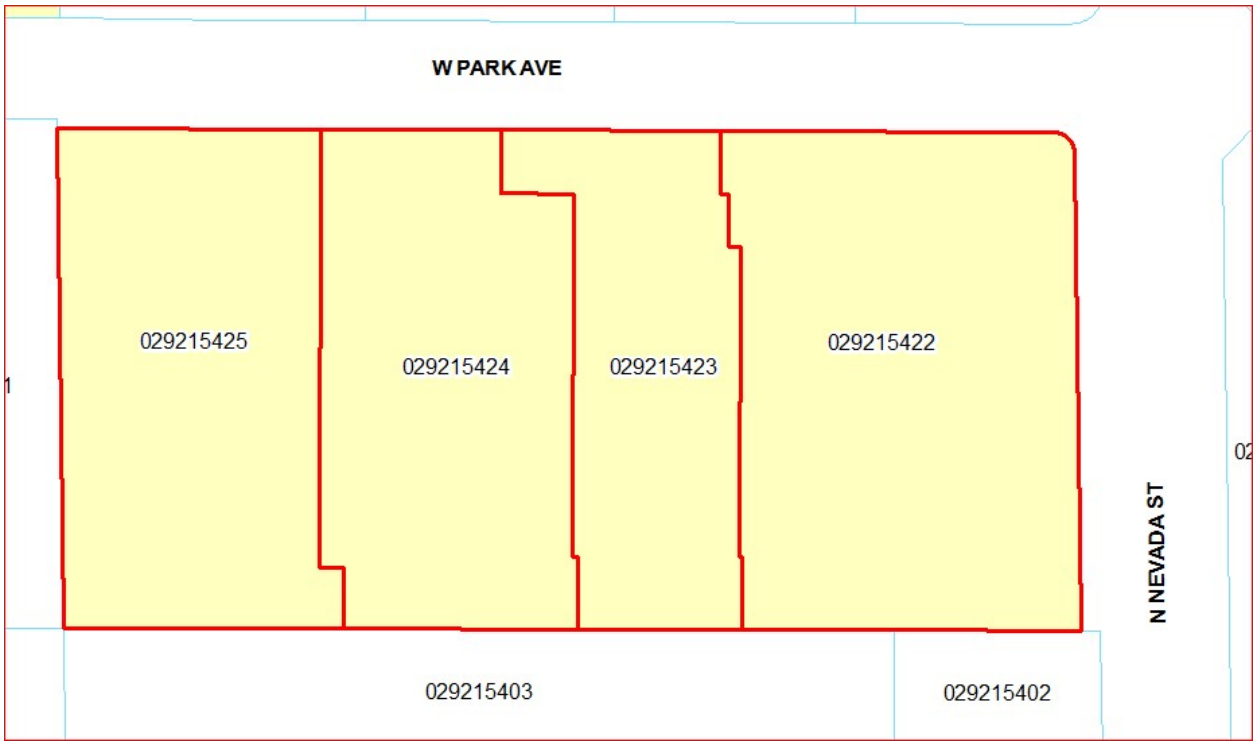
Parcel Map 15530 and Parcel Map 15617

Annexation S10-J



Parcel Map 15492

Annexation S10-K

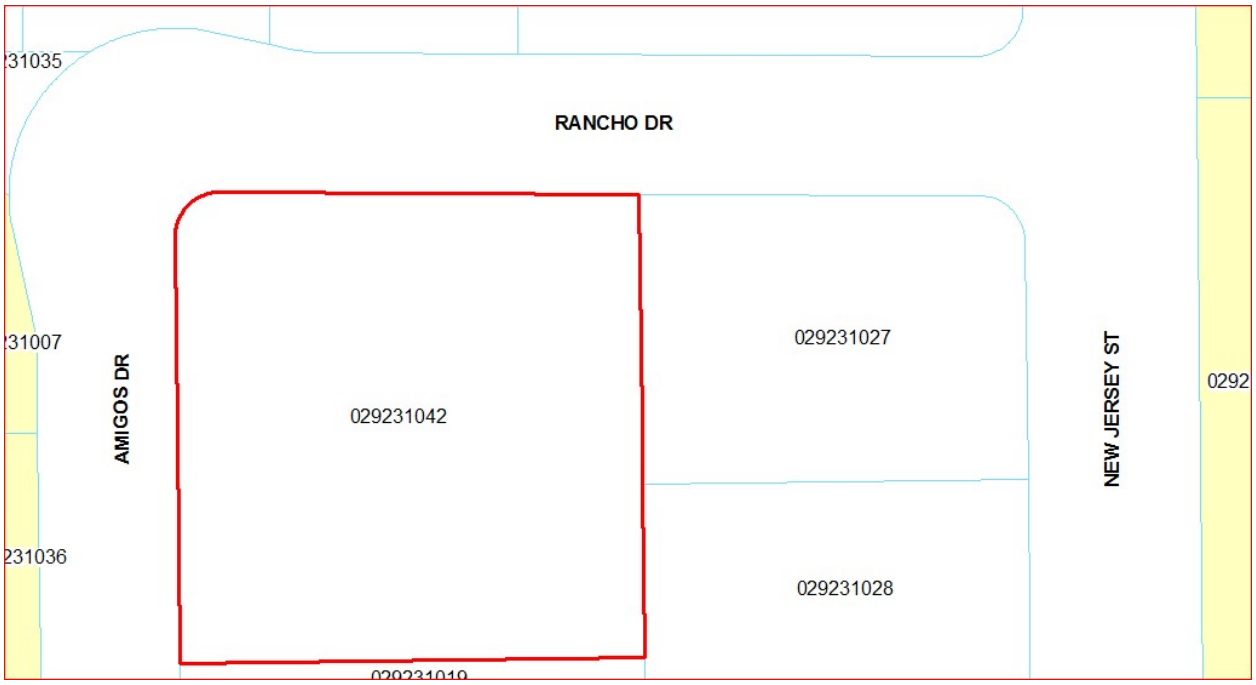


CRA 720

Annexation S10-L

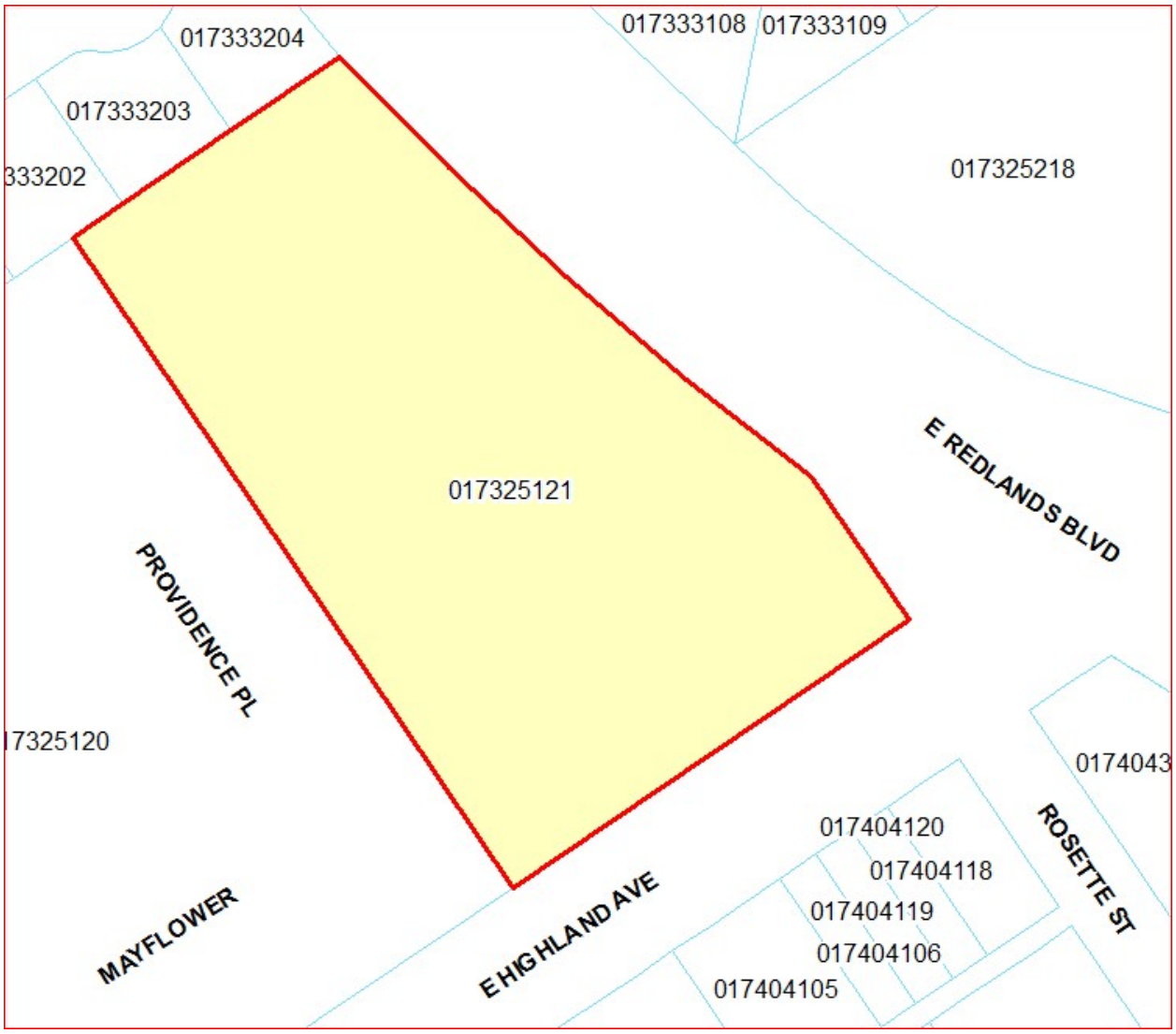
There is no Annexation S10-L

Annexation S10-M



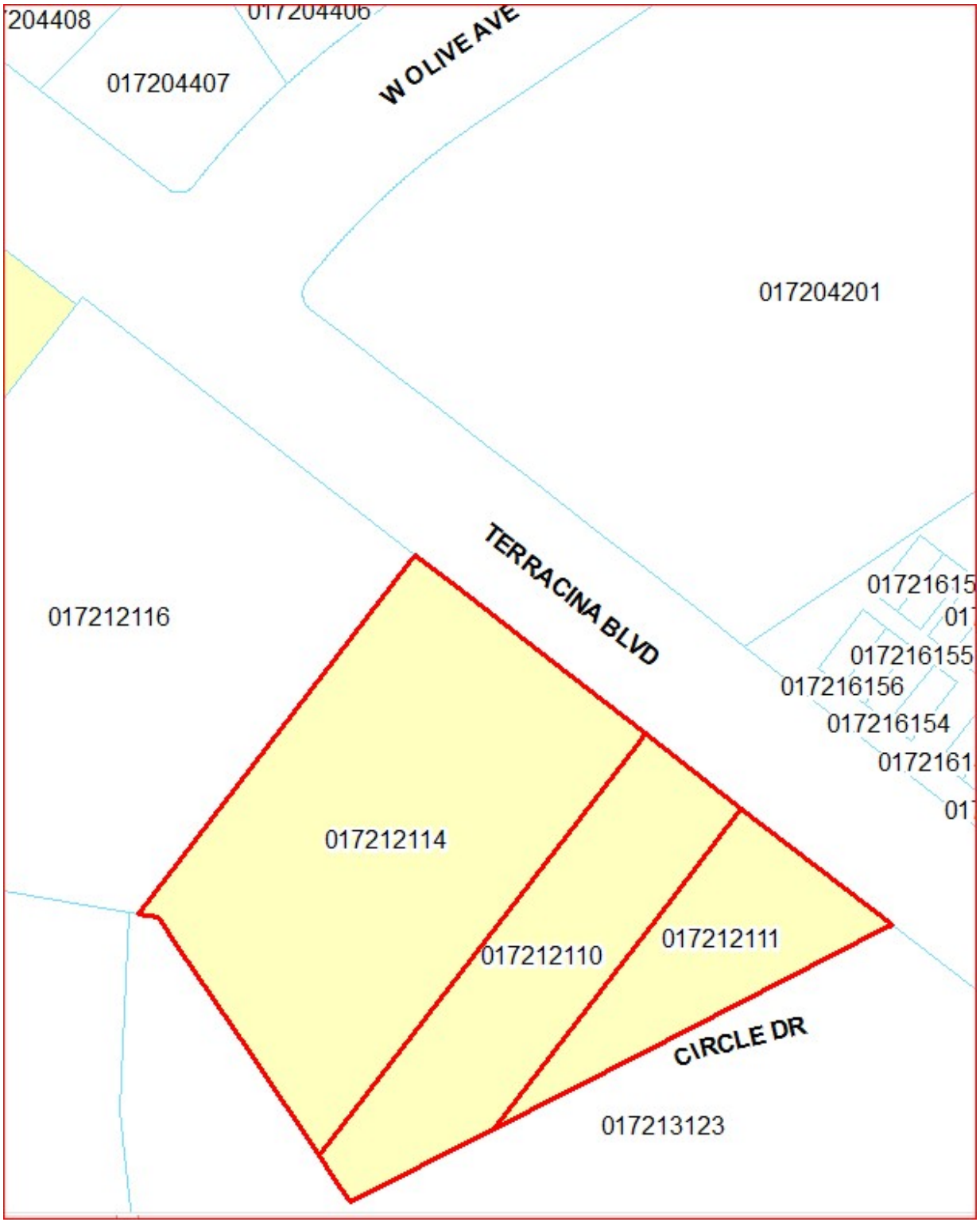
CRA 679

Annexation S10-N



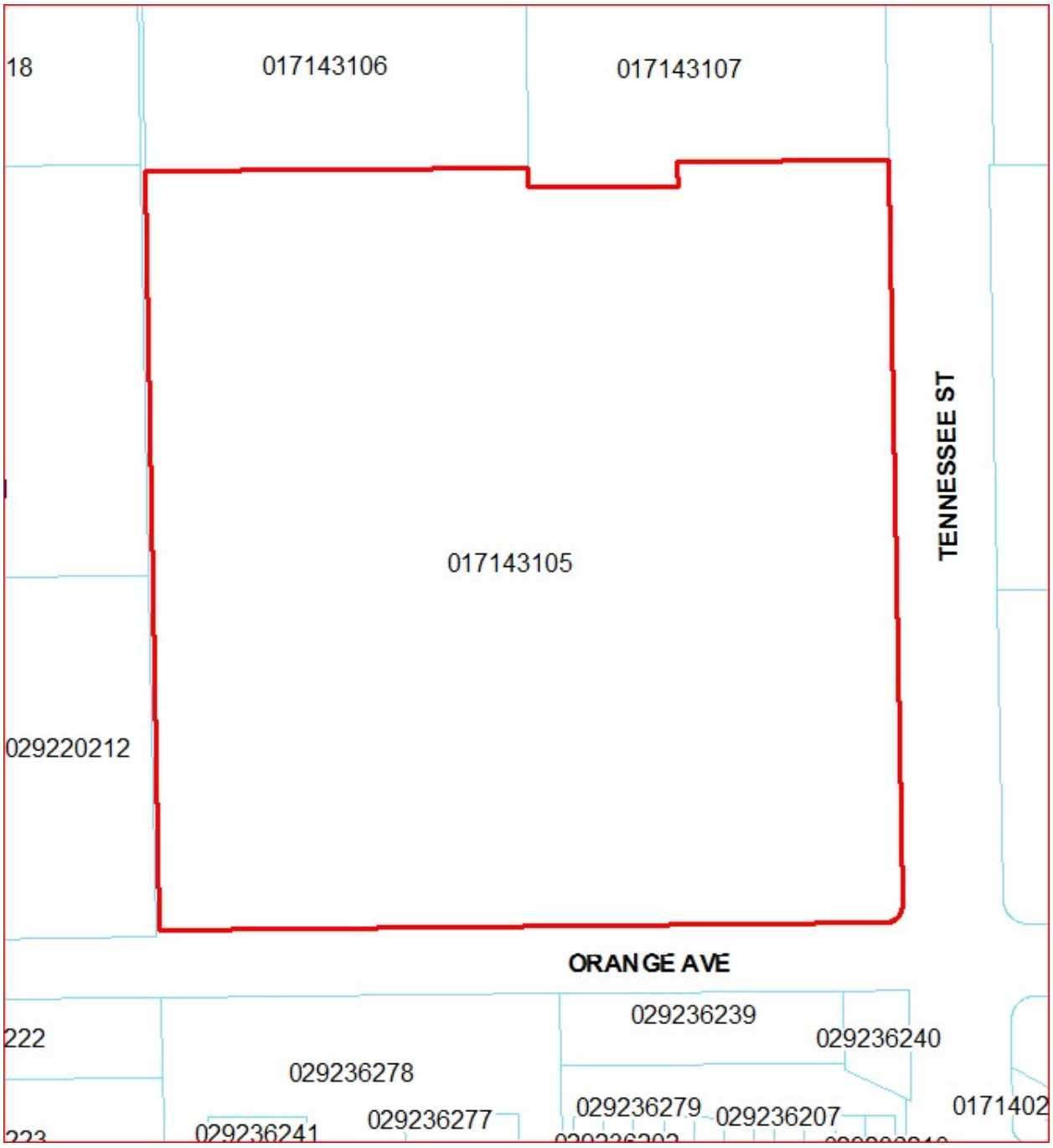
CUP 35, Rev. 2

Annexation S10-O



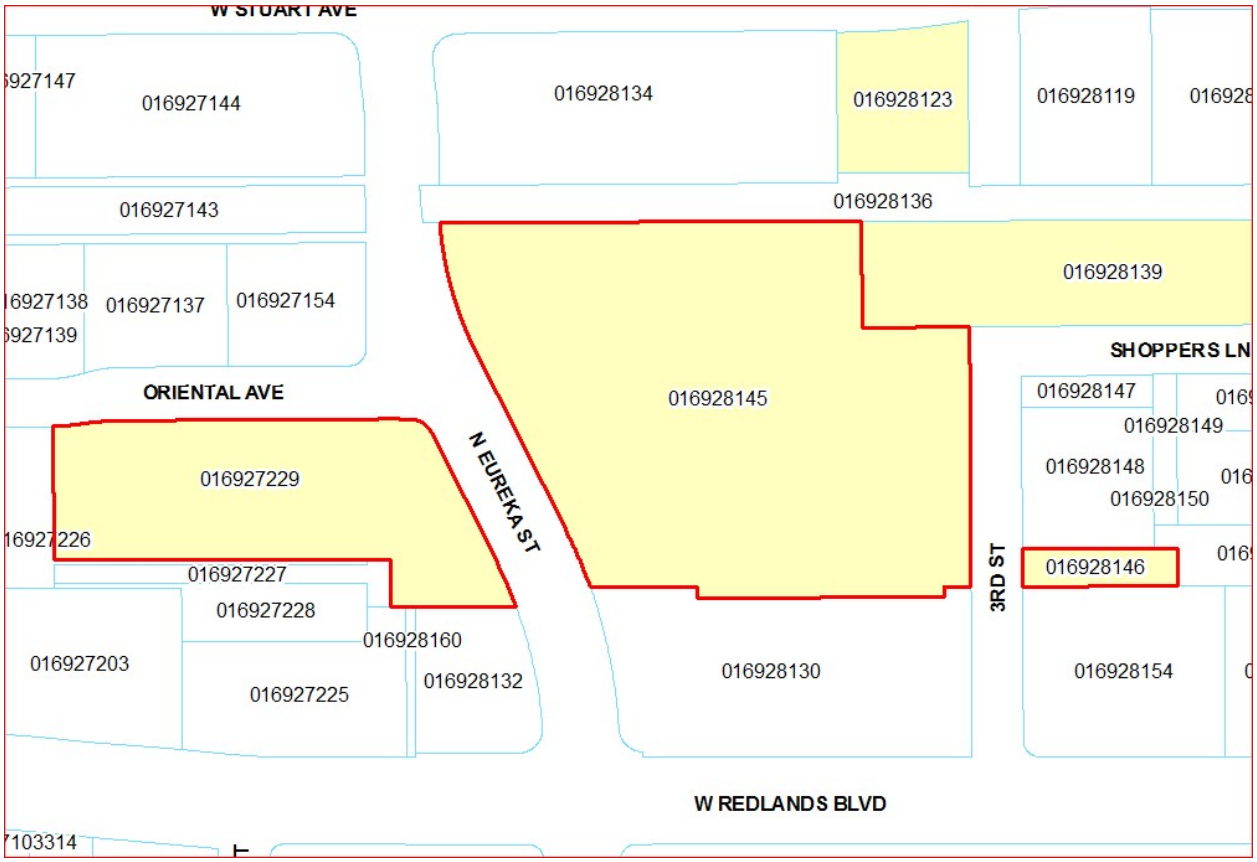
CUP 355, Rev 8

Annexation S10-P



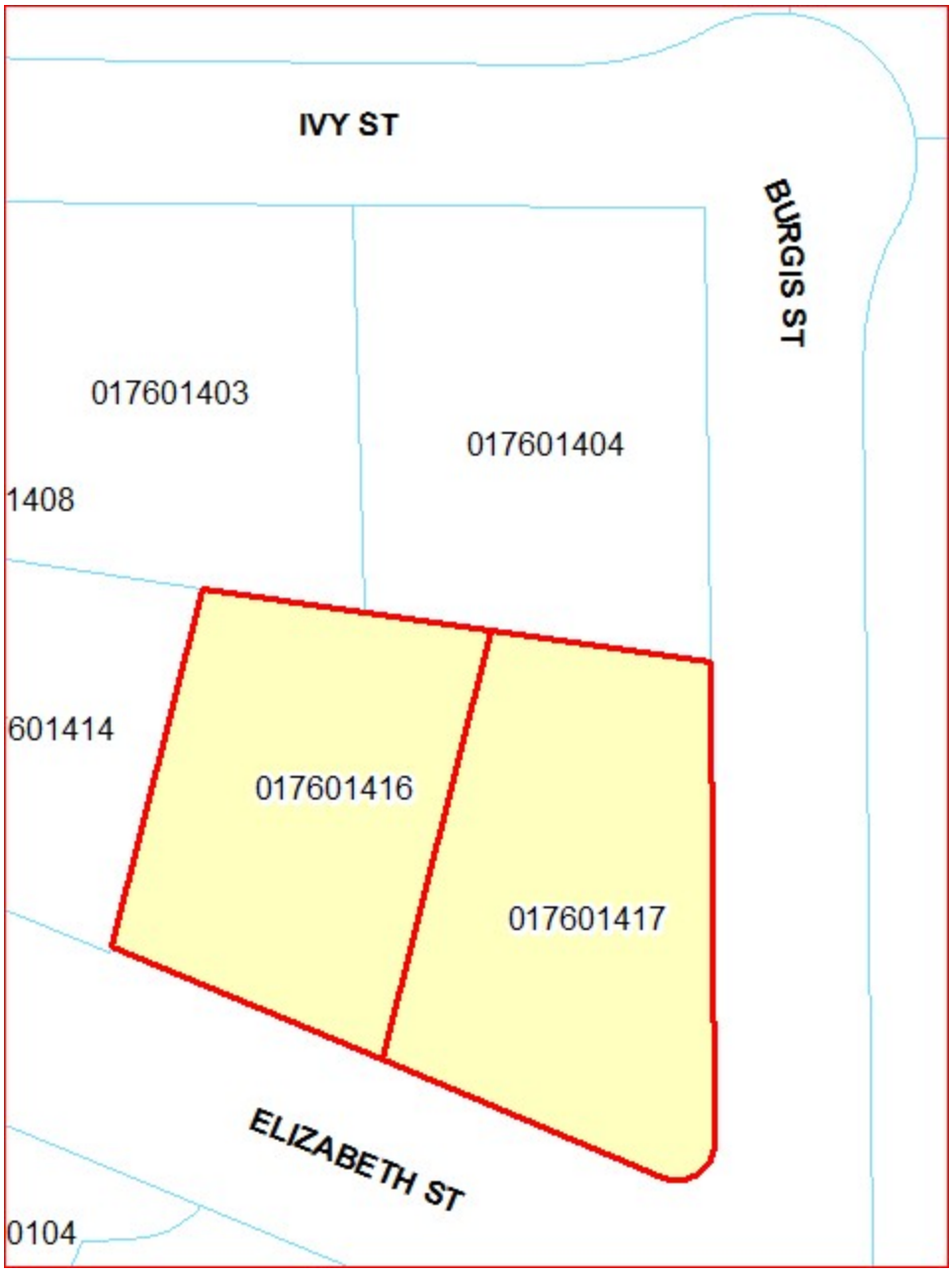
CUP 543

Annexation S10-Q



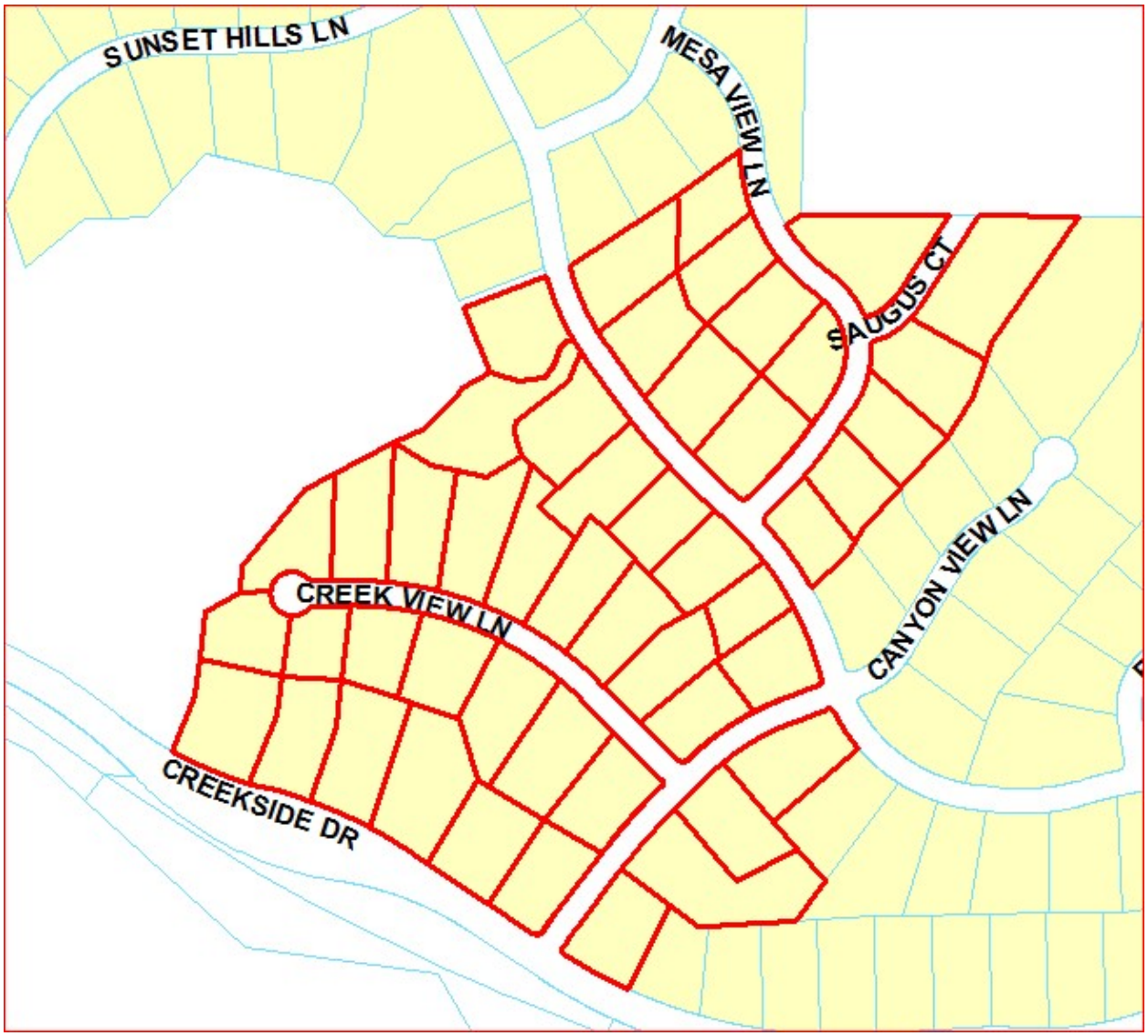
MS 234, Parcel Map 14891

Annexation S10-R



MS 251, Parcel Map 15414

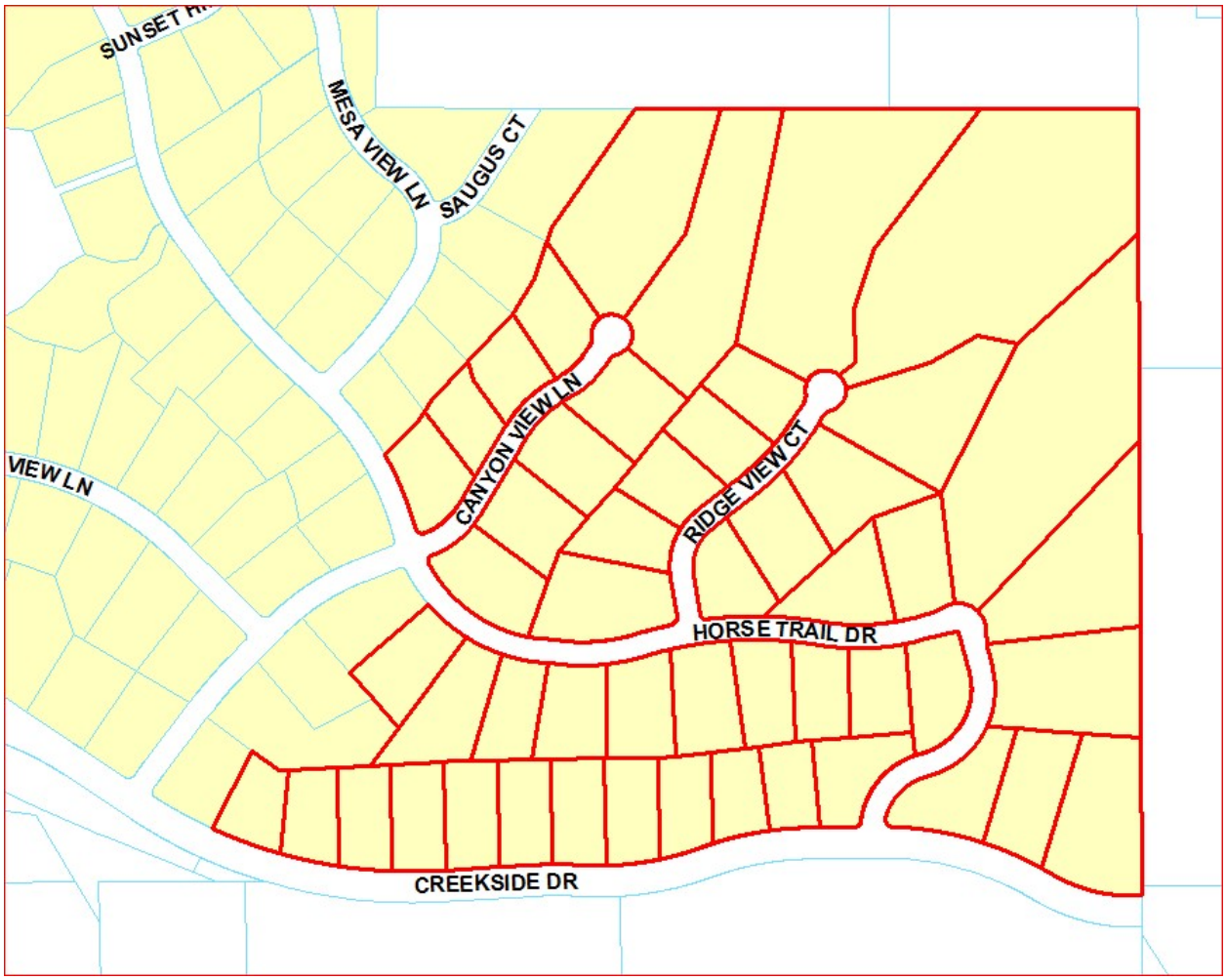
Annexation S10-S



Tract 14790-2

APN 0294-181-02 thru -15
APN 0294-191-01 thru -04, -06 thru -12, -16 thru -20
APN 0294-201-09, -11, -13, -15, -19, -21, -27, -28
APN 0294-211-02 thru -04, -06 thru -10, -12, -13

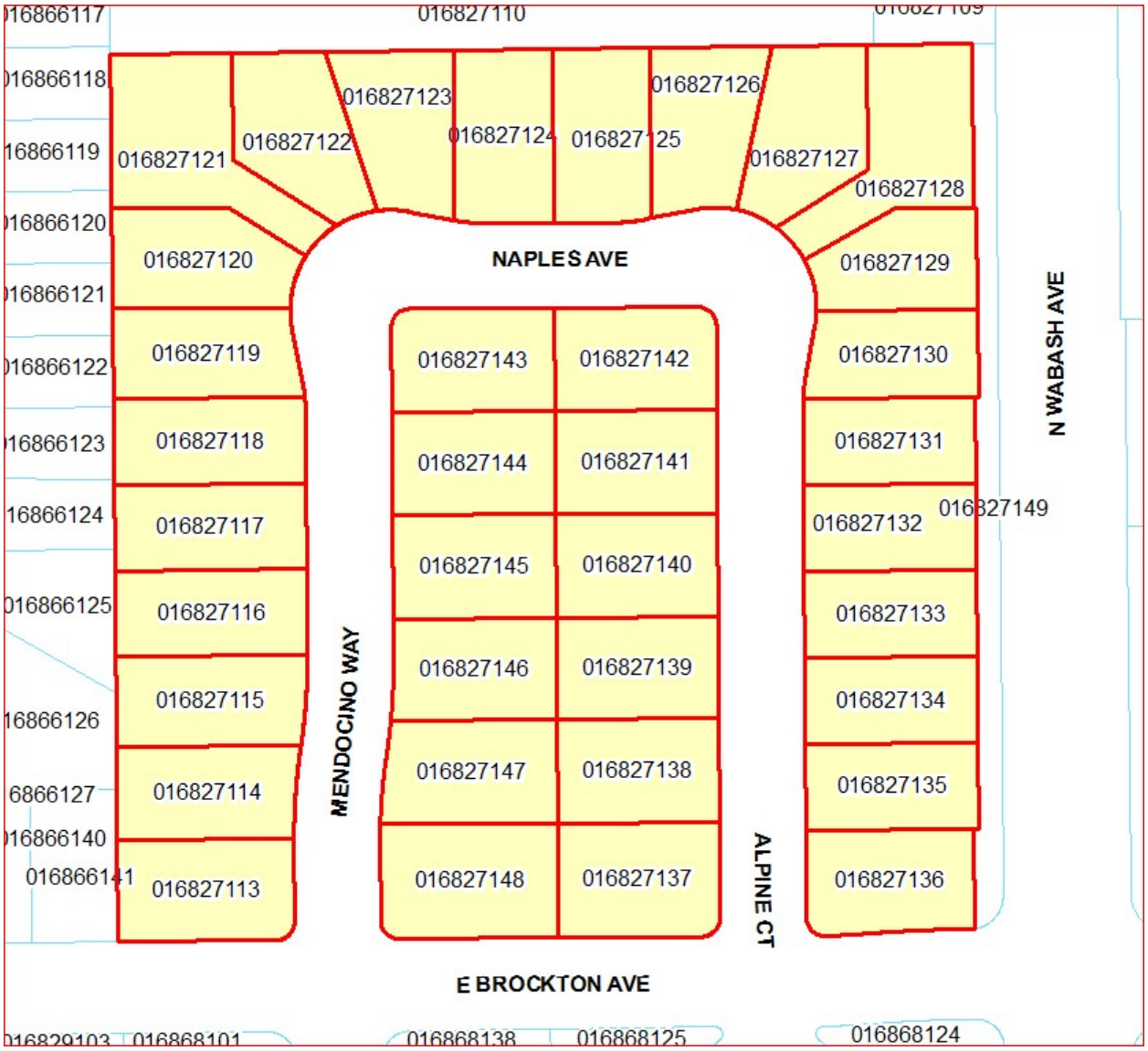
Annexation S10-T



Tract 14790-3

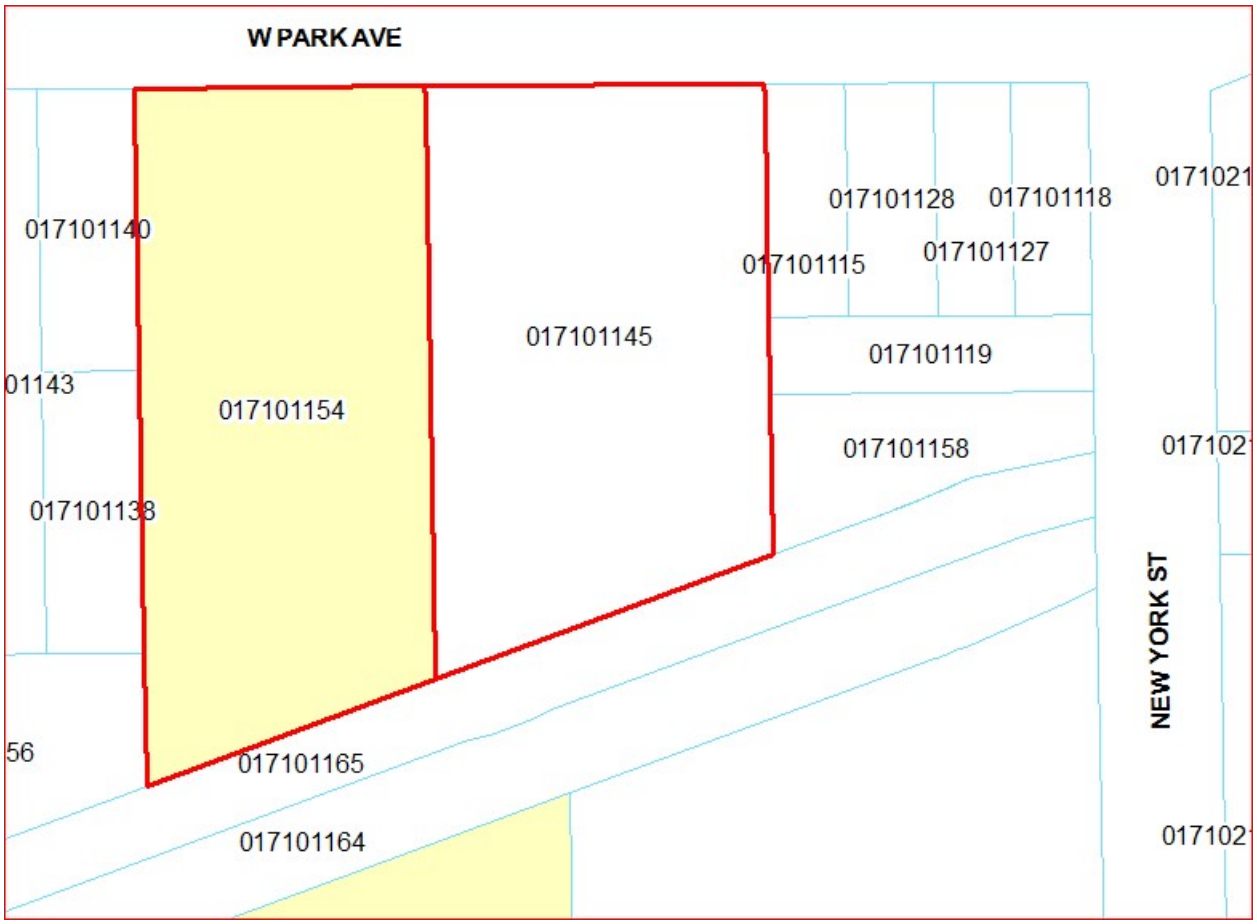
APN 0294-222-01 thru -12
APN 0294-232-01 thru -07
APN 0294-242-01 thru -06
APN 0294-252-01 thru -13
APN 0294-262-01 thru -13

Annexation S10-U



Tract 15532

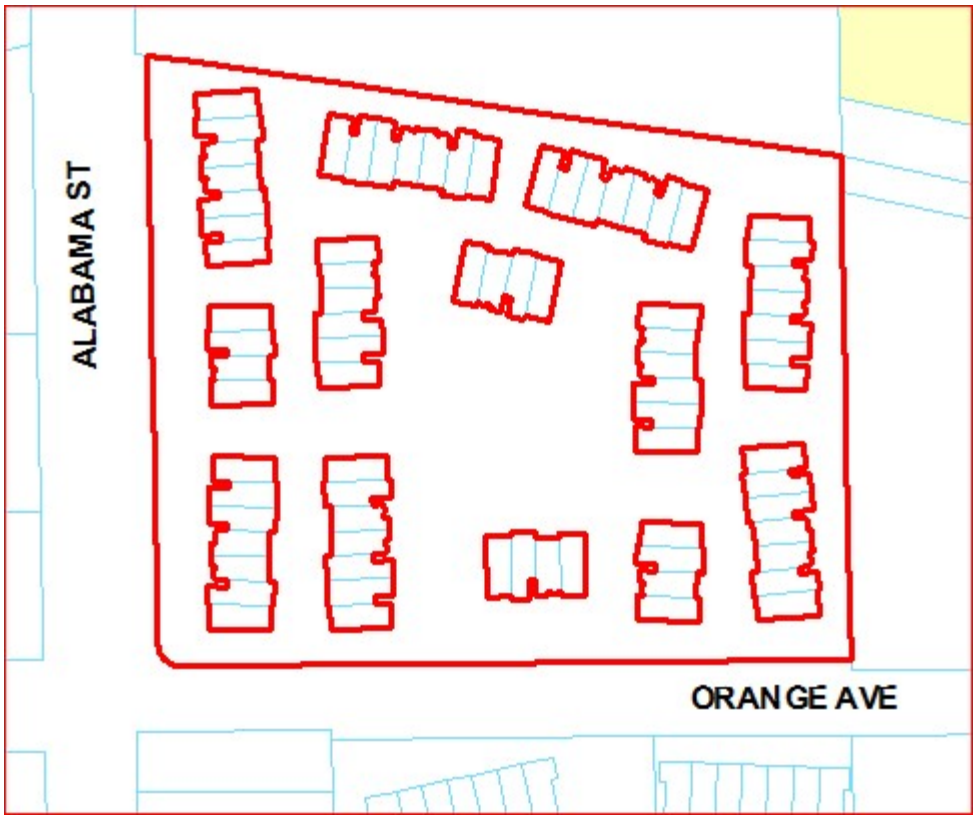
Annexation S10-V



CUP 652

APN 0171-011-54 was the original Annexation 10-V. That parcel was merged with the parcel immediately to the east (APN 0171-011-45). The new parcel was assigned APN 0171-011-67.

Annexation S10-W



MS 240

Original APN 0292-201-22 has been subdivided into a condo complex.

There is no assessment for Annexation S10-W

CITY OF REDLANDS
STREET LIGHTING DISTRICT NO. 1

APPENDIX C

RESOLUTIONS

Resolution No. 8769 – Institute proceedings and appointment of engineer

Resolution No. 8770 – Preliminary approval of engineer's report

Resolution No. 8771 – Declaring intention to levy assessments

Resolution No. 8772 – Confirming assessments

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RESOLUTION NO. 8434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS INSTITUTING PROCEEDINGS FOR THE CONTINUED LEVY OF ASSESSMENTS, APPOINTING AN ASSESSMENT ENGINEER, AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN THE MATTER OF STREET LIGHTING DISTRICT NO. 1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, the City Council of the City of Redlands (this "City Council") has determined that the public interest, convenience and necessity requires the installation, operation and maintenance of a street lighting system and other facilities as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, it has been determined by the City Council of the City of Redlands (this "City Council"), that the public interest, convenience and necessity requires the maintenance of landscaping as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, this City Council has formed Redlands' Street Lighting District No. 1 to pay the costs associated with the installation, operation and maintenance of such street lighting system and other facilities; and

WHEREAS, this City Council has formed Redlands' Landscape Maintenance District No. 1 to pay the costs for the maintenance such landscaping; and

WHEREAS, it is the desire of this City Council to initiate proceedings and order the preparation of an engineer's report to levy assessments for fiscal year 2023-2024 upon properties located within Street Lighting District No. 1 and Landscape Maintenance District No. 1; and

WHEREAS, this City Council further desires to appoint Redlands' City Engineer, Goutam Dobey, RCE No. 75646, as the "Assessment Engineer" for Street Lighting District No. 1 and Landscape Maintenance District No. 1;

NOW, THEREFORE, the City Council of the City of Redlands does hereby find, determine and resolve as follows:

Section 1. That the public interest, convenience and necessity requires the continued levy of assessments within Street Lighting District No. 1 for the purpose of installing, operating and maintaining street lights and associated facilities as authorized by Section 22620 of the California Streets and Highways Code and in compliance with Article XIIID, and Section 19 of Article XVI, of the California Constitution.

Section 2. That the public interest, convenience and necessity requires the continued levy of assessments within Landscape Maintenance District No. 1 for the purpose of maintaining landscaping and improvements as authorized by Section 22620 of the California Streets and

Highways Code and in compliance with the requirements of Article XIIID and Section 19 of Article XVI of the California Constitution.

Section 3. That the properties to be assessed for the installation, operation and maintenance of the street lighting facilities shall be those properties located within the boundaries of Street Lighting District No. 1.

Section 4. That the properties to be assessed for the maintenance and operation of the landscaping and improvements shall be those properties located within the boundaries of Landscape Maintenance District No. 1.

Section 5. That the proceedings for the continued levy of assessments within Street Lighting District No. 1 and Landscape Maintenance District No. 1 shall be conducted in accordance the with provisions of Division 15 of the California Streets and Highways Code (the Landscaping and Lighting Act of 1972) and in compliance with the requirements of Article XIIID, and Section 19 of Article XVI, of the California Constitution.

Section 6. That Redlands' City Engineer, Goutam Dobey, RCE No. 75646, having an office located at 35 Cajon Street, Suite 15A, Redlands, California, is hereby appointed "Assessment Engineer" and shall have the authority conferred upon the Assessment Engineer by the Landscaping and Lighting Act of 1972.

Section 7. That the Assessment Engineer is hereby ordered to prepare a report in accordance with the Landscaping and Lighting Act of 1972.

ADOPTED, SIGNED AND APPROVED this 2nd day of May, 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 2nd day of May, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

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RESOLUTION NO. 8435

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS GIVING PRELIMINARY APPROVAL OF THE ENGINEER'S REPORTS FOR FISCAL YEAR 2023-2024 FOR STREET LIGHTING DISTRICT NO. 1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, the City Council of the City of Redlands (the "City Council") has heretofore determined that the public interest, convenience and necessity require the maintenance and operation of street lighting and appurtenant facilities, as set forth in Section 22525 of the Streets and Highways Code, within the incorporated boundaries of the City of Redlands; and

WHEREAS, the City Council has heretofore determined that the public interest, convenience and necessity require the maintenance of landscape and irrigation facilities set forth in Section 22525 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Redlands; and

WHEREAS, Goutam Dobey, City of Redlands' City Engineer, 35 Cajon Street, Suite 15A, Redlands, California, has been appointed "Assessment Engineer" with all provisions of Part 2 of Division 15 of the Streets and Highways Code applicable to the Engineer being applied to the "Assessment Engineer;" and

WHEREAS, Sections 22622 and 22623 of the Streets and Highways Code require that an Engineer's Report be prepared and filed annually, specifying the assessments to be levied against the benefitting properties within the City's Street Lighting District No. 1 and Landscape Maintenance District No. 1; and

WHEREAS, the City of Redlands City Engineer, as the Assessment Engineer, has prepared and filed with the City Clerk reports in writing as required by the Landscaping and Lighting Act of 1972 and in compliance with Article XIIID of the California Constitution; and

WHEREAS, the City Council has duly considered said reports and each and every part thereof; and finds that each and every part of said reports is sufficient, and that no part of said reports requires modification in any respect;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. That the Engineer's estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said reports be, and each of them are hereby, preliminarily approved and confirmed.

Section 2. That the diagram showing the Street Lighting District No. 1 and Landscape Maintenance District No. 1 referred to and described in said reports, and the boundaries of the lots and parcels of land within such assessment district as the same existed at the time of passage of this resolution, are hereby preliminarily approved and confirmed.

Section 3. That the proposed assessment upon the properties in Street Lighting District No. 1 and Landscape Maintenance District No. 1, in proportion to the estimated benefit to be received by such properties, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 4. That said reports shall stand as the Engineer's Report for the purposes of all subsequent proceedings for Street Lighting District No. 1 and Landscape Maintenance District No. 1.

APPROVED AND ADOPTED this 6th day of June, 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 6th day of June, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____

Jeanne Donaldson, City Clerk

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RESOLUTION NO. 8436

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN REDLANDS' STREET LIGHTING ASSESSMENT DISTRICT NO. 1 AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2023-2024 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, AND ESTABLISHING A TIME AND PLACE FOR PUBLIC HEARINGS FOR THE TWO DISTRICTS TO CONSIDER PROTESTS

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 (1) finds that the public interest and convenience requires, and (2) declares its intention to levy and collect, assessments against the lots and parcels of property within an existing assessment districts designated "Redlands' Street Lighting Assessment District No. 1 and Landscape Assessment District No. 1" (the "Districts") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act") for fiscal year 2023-2024, commencing July 1, 2023, and ending June 30, 2024, to pay for the costs and expenses of the improvements described in Section 3 hereof.

Section 2. Reference is hereby made to a map on file in the office of the City Clerk and open for public inspection for a description of the exterior boundaries of the Districts.

Section 3. The proposed improvements are briefly described as follows: The operation, maintenance and servicing of public within the District, including the operation, maintenance and servicing of public lighting facilities and landscaping, including safety lighting, traffic signals, trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, located along public roadways, streets and rights-of-way within the boundaries of the Districts. "Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the public lighting and landscaping facilities, and appurtenant facilities, including repair, removal or replacement of all or part of any of the public lighting and landscaping facilities, or appurtenant facilities. "Servicing" means the maintenance of any of the public lighting and landscaping facilities or appurtenant facilities, including the furnishing of electric current, energy or gas for the operation of any of the lighting facilities and the furnishing of water for the irrigation of any of the landscaping facilities.

Section 4. The assessments to be levied and collected against the assessable lots and parcels of property within the Districts for fiscal year 2023-2024 are not proposed to increase from the assessments levied and collected for fiscal year 1997-1998.

Section 5. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the Districts shall not be subject to assessment to be made under these proceedings to cover any of the costs and expenses of the improvements.

Section 6. All railroad, gas, water and electric utility rights-of-way are included within the Districts and shall be assessed in accordance with the benefits received from the improvements.

Section 7. Reference is hereby made to the Reports of the Engineer entitled "City of Redlands Street Lighting District No. 1 Engineer's Report for Fiscal Year 2023-2024" and "City of Redlands Landscape Maintenance District No. 1 Engineer's Report for Fiscal Year 2023-2024" on file in the office of the City Clerk for a full and detailed description of the improvements, the boundaries of the District and any zones therein and the proposed assessments upon assessable lots and parcels of land within the District.

Section 8. NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL APPOINTS TUESDAY, THE 20TH DAY OF JUNE, 2023, AT THE HOUR OF 6:00 P.M., OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS AT CITY HALL, CITY OF REDLANDS, 35 CAJON STREET, SUITE 2, REDLANDS, CALIFORNIA 92373, AS THE TIME AND PLACE FOR TWO PUBLIC HEARINGS TO CONSIDER PROTESTS OR OBJECTIONS TO THE LEVY OF THE PROPOSED ASSESSMENTS IN CONNECTION WITH THE DISTRICTS. All interested persons shall be afforded the opportunity to hear and be heard. Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer thereof. The City Council shall consider all oral statements and all written protests made or filed by any interested person.

Section 9. The City Clerk is hereby authorized and directed to give notice of such hearing in accordance with law.

Section 10. The City Council hereby determines and declares that the proposed assessments constitute a continuation of assessments existing on the effective date of Article XIIID, that the assessments are imposed exclusively to finance the maintenance and operation expenses for streets and that the assessments are exempt from the requirements of Article XIIID, Section 4 of the California Constitution.

Section 11. The City Council hereby designates Goutam Dobey, City Engineer, telephone number (909) 798-7584 x2, to answer inquiries regarding the hearing, protest proceedings and procedural or technical matters.

ADOPTED, SIGNED AND APPROVED this 6th day of June, 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 duly adopted by the City Council, at a regular meeting thereof, held on the 6th day of June, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

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RESOLUTION NO. 8437

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS CONFIRMING A DIAGRAM AND ASSESSMENT FOR THE 2023-2024 FISCAL YEAR IN CONNECTION WITH LANDSCAPE MAINTENANCE DISTRICT NO. 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

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

Section 1. Pursuant to its adoption of a prior resolution, the City Council of the City of Redlands initiated proceedings and declared its intention to levy an assessment against the assessable lots and parcels of property within an existing assessment district designated "Landscape Maintenance District No 1" (the District) pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") for the fiscal year commencing July 1, 2023, and ending June 30, 2024, and ordered the City Engineer, Goutam Dobey, to prepare and file a written report in accordance with Article 4 of Chapter 1 of the Act. The City Council, by prior resolution, approved such Engineer's Report.

Section 2. Following notice duly given in accordance with law, this City Council has held a full and fair public hearing regarding the Engineer's Report and the levy and collection of the proposed assessment within the District for fiscal year 2023-2024 to pay for the costs and expenses of the improvements described in the Engineer's Report pursuant to the terms and provisions of the Act. All interested persons were afforded the opportunity to hear, and be heard regarding, protests and objections to the levy and collection of the proposed assessment against lots or parcels of property within the District. The City Council considered all oral and written statements, protests and communications made or filed by interested persons.

Section 3. Based upon its review of the Engineer's Report and other reports and information, this City Council hereby finds and determines that (i) the land within the District will be benefited by the improvements described in the Engineer's Report (ii) the District includes all of the lands so benefited, and (iii) the net amount to be assessed upon the lands with the District for the 2023-2024 fiscal year in accordance with the Engineer's Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements. Any and all oral and written protests and objections are hereby overruled by the City Council.

Section 4. The City Council declares that the diagram and assessment in the Engineer's Report are hereby confirmed as filed.

Section 5. The City Council hereby orders the improvements described in the Engineer's Report to be made.

Section 6. The assessment is in compliance with the provisions of the Act and the City Council has complied with all law pertaining to the levy of an annual assessment pursuant to the Act.

Section 7. The assessments to be levied and collected against the assessable lots and parcels of property within the District for fiscal year 2023-2024 are not proposed to increase from the assessment levied and collected for fiscal year 1997-1998.

Section 8. The assessment is levied without regard to property valuation.

Section 9. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the District shall not be subject to assessment to be made under these proceedings to pay for any of the costs and expenses of the improvements.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Engineer's Report for fiscal year 2023-2024.

Section 11. The improvements described in the Engineer's Report shall be performed pursuant to law.

Section 12. The County Auditor of San Bernardino County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 13. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund for Landscape Maintenance District No. 1.

Section 14. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the fiscal year commencing July 1, 2023, and ending June 30, 2024.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the assessment and diagram shall be filed in the City's Municipal Utilities and Engineering Department, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

ADOPTED, SIGNED AND APPROVED this 20th day of June, 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 20th day of June, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
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 20th day of June, 2023 by the following vote:

AYES:
NOES:
ABSENT
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8769

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS INSTITUTING PROCEEDINGS FOR THE CONTINUED LEVY OF ASSESSMENTS, APPOINTING AN ASSESSMENT ENGINEER, AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN THE MATTER OF STREET LIGHTING DISTRICT NO. 1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, the City Council of the City of Redlands (this "City Council") has determined that the public interest, convenience and necessity requires the installation, operation and maintenance of a street lighting system and other facilities as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, it has been determined by the City Council of the City of Redlands (this "City Council"), that the public interest, convenience and necessity requires the maintenance of landscaping as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, this City Council has formed Redlands' Street Lighting District No. 1 to pay the costs associated with the installation, operation and maintenance of such street lighting system and other facilities; and

WHEREAS, this City Council has formed Redlands' Landscape Maintenance District No. 1 to pay the costs for the maintenance such landscaping; and

WHEREAS, it is the desire of this City Council to initiate proceedings and order the preparation of an engineer's report to levy assessments for fiscal year 2026-2027 upon properties located within Street Lighting District No. 1 and Landscape Maintenance District No. 1; and

WHEREAS, this City Council further desires to appoint Donald Young, RCE No. 49918, One Stop Permit Center Manager, as the "Assessment Engineer" for Street Lighting District No. 1 and Landscape Maintenance District No. 1;

NOW, THEREFORE, the City Council of the City of Redlands does hereby find, determine and resolve as follows:

Section 1. That the public interest, convenience and necessity requires the continued levy of assessments within Street Lighting District No. 1 for the purpose of installing, operating and maintaining street lights and associated facilities as authorized by Section 22620 of the California Streets and Highways Code and in compliance with Article XIIID, and Section 19 of Article XVI, of the California Constitution.

Section 2. That the public interest, convenience and necessity requires the continued levy of assessments within Landscape Maintenance District No. 1 for the purpose of maintaining landscaping and improvements as authorized by Section 22620 of the California Streets and

Highways Code and in compliance with the requirements of Article XIIID and Section 19 of Article XVI of the California Constitution.

Section 3. That the properties to be assessed for the installation, operation and maintenance of the street lighting facilities shall be those properties located within the boundaries of Street Lighting District No. 1.

Section 4. That the properties to be assessed for the maintenance and operation of the landscaping and improvements shall be those properties located within the boundaries of Landscape Maintenance District No. 1.

Section 5. That the proceedings for the continued levy of assessments within Street Lighting District No. 1 and Landscape Maintenance District No. 1 shall be conducted in accordance the with provisions of Division 15 of the California Streets and Highways Code (the Landscaping and Lighting Act of 1972) and in compliance with the requirements of Article XIIID, and Section 19 of Article XVI, of the California Constitution.

Section 6. That Donald Young, RCE No. 49918, One Stop Permit Center Manager, having an office located at 35 Cajon Street, Suite 15A, Redlands, California, is hereby appointed "Assessment Engineer" and shall have the authority conferred upon the Assessment Engineer by the Landscaping and Lighting Act of 1972.

Section 7. That the Assessment Engineer is hereby ordered to prepare a report in accordance with the Landscaping and Lighting Act of 1972.

ADOPTED, SIGNED AND APPROVED this 5th day of May, 2026.

_____
Mario Saucedo, 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 5th day of May, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8770

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS GIVING PRELIMINARY APPROVAL OF THE ENGINEER'S REPORTS FOR FISCAL YEAR 2026-2027 FOR STREET LIGHTING DISTRICT NO. 1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, the City Council of the City of Redlands (the "City Council") has heretofore determined that the public interest, convenience and necessity require the maintenance and operation of street lighting and appurtenant facilities, as set forth in Section 22525 of the Streets and Highways Code, within the incorporated boundaries of the City of Redlands; and

WHEREAS, the City Council has heretofore determined that the public interest, convenience and necessity require the maintenance of landscape and irrigation facilities set forth in Section 22525 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Redlands; and

WHEREAS, Donald Young, One Stop Permit Center Manager, 35 Cajon Street, Suite 15A, Redlands, California, has been appointed "Assessment Engineer" with all provisions of Part 2 of Division 15 of the Streets and Highways Code applicable to the Engineer being applied to the "Assessment Engineer;" and

WHEREAS, Sections 22622 and 22623 of the Streets and Highways Code require that an Engineer's Report be prepared and filed annually, specifying the assessments to be levied against the benefitting properties within the City's Street Lighting District No. 1 and Landscape Maintenance District No. 1; and

WHEREAS, the Assessment Engineer has prepared and filed with the City Clerk reports in writing as required by the Landscaping and Lighting Act of 1972 and in compliance with Article XIIID of the California Constitution; and

WHEREAS, the City Council has duly considered said reports and each and every part thereof; and finds that each and every part of said reports is sufficient, and that no part of said reports requires modification in any respect;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. That the Engineer's estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said reports be, and each of them are hereby, preliminarily approved and confirmed.

Section 2. That the diagrams showing the Street Lighting District No. 1 and Landscape Maintenance District No. 1, referred to and described in said reports, and the boundaries of the lots and parcels of land within such assessment district as the same existed at the time of passage of this resolution, are hereby preliminarily approved and confirmed.

Section 3. That the proposed assessment upon the properties in Street Lighting District No. 1 and Landscape Maintenance District No. 1, in proportion to the estimated benefit to be received by such properties, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 4. That said reports shall stand as the Engineer's Report for the purposes of all subsequent proceedings for Street Lighting District No. 1 and Landscape Maintenance District No. 1.

APPROVED AND ADOPTED this 2nd day of June, 2026.

_____
Mario Saucedo, 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 2nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____

Jeanne Donaldson, City Clerk

RESOLUTION NO. 8771

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN REDLANDS' STREET LIGHTING ASSESSMENT DISTRICT NO. 1 AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2025-2026 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, AND ESTABLISHING A TIME AND PLACE FOR PUBLIC HEARINGS FOR THE TWO DISTRICTS TO CONSIDER PROTESTS

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 (1) finds that the public interest and convenience requires, and (2) declares its intention to levy and collect, assessments against the lots and parcels of property within an existing assessment districts designated "Redlands' Street Lighting Assessment District No. 1 and Landscape Assessment District No. 1" (the "Districts") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act") for fiscal year 2026-2027, commencing July 1, 2026, and ending June 30, 2027, to pay for the costs and expenses of the improvements described in Section 3 hereof.

Section 2. Reference is hereby made to a map on file in the office of the City Clerk and open for public inspection for a description of the exterior boundaries of the Districts.

Section 3. The proposed improvements are briefly described as follows: The operation, maintenance and servicing of public within the District, including the operation, maintenance and servicing of public lighting facilities and landscaping, including safety lighting, traffic signals, trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, located along public roadways, streets and rights-of-way within the boundaries of the Districts. "Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the public lighting and landscaping facilities, and appurtenant facilities, including repair, removal or replacement of all or part of any of the public lighting and landscaping facilities, or appurtenant facilities. "Servicing" means the maintenance of any of the public lighting and landscaping facilities or appurtenant facilities, including the furnishing of electric current, energy or gas for the operation of any of the lighting facilities and the furnishing of water for the irrigation of any of the landscaping facilities.

Section 4. The assessments to be levied and collected against the assessable lots and parcels of property within the Districts for fiscal year 2026-2027 are not proposed to increase from the assessments levied and collected for fiscal year 1997-1998.

Section 5. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the Districts shall not be subject to assessment to be made under these proceedings to cover any of the costs and expenses of the improvements.

Section 6. All railroad, gas, water and electric utility rights-of-way are included within the Districts and shall be assessed in accordance with the benefits received from the improvements.

Section 7. Reference is hereby made to the Reports of the Engineer entitled "City of Redlands Street Lighting District No. 1 Engineer's Report for Fiscal Year 2026-2027" and "City of Redlands Landscape Maintenance District No. 1 Engineer's Report for Fiscal Year 2026-2027" on file in the office of the City Clerk for a full and detailed description of the improvements, the boundaries of the District and any zones therein and the proposed assessments upon assessable lots and parcels of land within the District.

Section 8. NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL APPOINTS TUESDAY, THE 16TH DAY OF JUNE, 2026, AT THE HOUR OF 6:00 P.M., OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS AT CITY HALL, CITY OF REDLANDS, 35 CAJON STREET, SUITE 2, REDLANDS, CALIFORNIA 92373, AS THE TIME AND PLACE FOR TWO PUBLIC HEARINGS TO CONSIDER PROTESTS OR OBJECTIONS TO THE LEVY OF THE PROPOSED ASSESSMENTS IN CONNECTION WITH THE DISTRICTS. All interested persons shall be afforded the opportunity to hear and be heard. Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer thereof. The City Council shall consider all oral statements and all written protests made or filed by any interested person.

Section 9. The City Clerk is hereby authorized and directed to give notice of such hearing in accordance with law.

Section 10. The City Council hereby determines and declares that the proposed assessments constitute a continuation of assessments existing on the effective date of Article XIIID, that the assessments are imposed exclusively to finance the maintenance and operation expenses for streets and that the assessments are exempt from the requirements of Article XIIID, Section 4 of the California Constitution.

Section 11. The City Council hereby designates Donald Young, One Stop Permit Center Manager, telephone number (909) 798-7585 x6, to answer inquiries regarding the hearing, protest proceedings and procedural or technical matters.

ADOPTED, SIGNED AND APPROVED this 2nd day of June, 2026.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was duly adopted by the City Council, at a regular meeting thereof, held on the 2nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8772

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS CONFIRMING A DIAGRAM AND ASSESSMENT FOR THE 2026-2027 FISCAL YEAR IN CONNECTION WITH STREET LIGHTING MAINTENANCE DISTRCT NO. 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

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

Section 1. Pursuant to its adoption of a prior resolution, the City Council of the City of Redlands initiated proceedings and declared its intention to levy an assessment against the assessable lots and parcels of property within an existing assessment district designated "Street Lighting Maintenance District No. 1" (the "District") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") for the fiscal year commencing July 1, 2026, and ending June 30, 2027, and ordered Donald Young, One Stop Permit Center Manager, to prepare and file a written report in accordance with Article 4 of Chapter 1 of the Act. This City Council, also by adoption of a prior resolution, approved such Engineer's Report.

Section 2. Following notice duly given in accordance with law, the City Council has held a full and fair public hearing regarding the Engineer's Report and the levy and collection of the proposed assessment within the District for fiscal year 2026-2027 to pay for the costs and expenses of the improvements described in the Engineer's Report pursuant to the terms and provisions of the Act. All interested persons were afforded the opportunity to hear, and be heard regarding, protests and objections to the levy and collection of the proposed assessment against lots or parcels of property within the District. The City Council considered all oral and written statements, protests and communications made or filed by interested persons.

Section 3. Based upon its review of the Engineer's Report and other reports and information, this City Council hereby finds and determines that (i) land within the District will be benefited by the improvements described in the Engineers Report (ii) the District includes all of the lands so benefited, and (iii) the net amount to be assessed upon the lands within the District for the 2023-2024 fiscal year in accordance with the Engineer's Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements. Any and all oral and written protests and objections are hereby overruled by the City Council.

Section 4. The City Council declares that the diagram and assessment in the Engineer's Report are hereby confirmed as filed.

Section 5. The City Council hereby orders the improvements described in the Engineer's Report to be made.

Section 6. The assessment is in compliance with the provisions of the Act and the City Council has complied with all law pertaining to the levy of an annual assessment pursuant to the Act.

Section 7. The assessments to be levied and collected against the assessable lots and parcels of property within the District for fiscal year 2026-2027 are not proposed to increase from the assessment levied and collected for fiscal year 1997-1998.

Section 8. The assessment is levied without regard to property valuation.

Section 9. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the District shall not be subject to assessment to be made under these proceedings to pay for any of the costs and expenses of the improvements.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Engineer's Report for fiscal year 2026-2027.

Section 11. The improvements described in the Engineer's Report shall be performed pursuant to law.

Section 12. The County Auditor of San Bernardino County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 13. The City Treasurer shall deposit all monies representing assessments collected by the County to the credit of a special fund for Street Lighting Maintenance District No. 1.

Section 14. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the assessment and diagram shall be filed in the City's Facilities and Community Services Department, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

ADOPTED, SIGNED AND APPROVED this 16th day of June, 2026.

_____
Mario Saucedo, 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 16th day of June, 2026 by the following vote:

AYES:
NOES:
ABSENT
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

APPENDIX D

ASSESSMENT ROLL

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City of Redlands
Street Lighting District No. 1 - Appendix D
Fiscal Year 2026-2027
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0167-081-13-0000		Annexation S10-E	Zone 1 & 3	$13.76
0167-081-14-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-15-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-16-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-17-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-18-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-19-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-20-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-21-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-22-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-23-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-24-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-25-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-26-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-27-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-28-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-29-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-30-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-31-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-32-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-33-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-34-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-35-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-36-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-37-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-38-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-39-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-40-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-41-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-42-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-43-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-44-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-081-45-0000		Annexation S10-E	Zone 1 & 3	13.76
0167-101-13-0000		Annexation S7-E	Zone 1 & 3	198.10
0167-231-19-0000		Annexation S1-D	Zone 3	20.05
0167-231-20-0000		Annexation S1-D	Zone 3	20.05
0167-231-21-0000		Annexation S1-D	Zone 3	20.05
0167-271-61-0000		Annexation S3-D	Zone 3	100.25
0167-851-39-0000		Annexation S5-B	Zone 1	14.05
0167-851-40-0000		Annexation S5-B	Zone 1	14.05
0167-851-41-0000		Annexation S5-B	Zone 1	14.05
0167-851-42-0000		Annexation S5-B	Zone 1	14.05
0167-851-43-0000		Annexation S5-B	Zone 1	14.05
0167-851-44-0000		Annexation S5-B	Zone 1	14.05
0167-851-45-0000		Annexation S5-B	Zone 1	14.05
0167-851-46-0000		Annexation S5-B	Zone 1	14.05
0167-851-47-0000		Annexation S5-B	Zone 1	14.05
0167-851-48-0000		Annexation S5-B	Zone 1	14.05
0167-851-49-0000		Annexation S5-B	Zone 1	14.05
0167-851-50-0000		Annexation S5-B	Zone 1	14.05
0167-851-51-0000		Annexation S5-B	Zone 1	14.05
0167-851-52-0000		Annexation S5-B	Zone 1	14.05
0167-851-53-0000		Annexation S5-B	Zone 1	14.05
0167-851-54-0000		Annexation S5-B	Zone 1	14.05

City of Redlands
Street Lighting District No. 1 - Appendix D
Fiscal Year 2026-2027
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0167-851-55-0000		Annexation S5-B	Zone 1	14.05
0167-851-56-0000		Annexation S5-B	Zone 1	14.05
0167-861-37-0000		Annexation S5-B	Zone 1	14.05
0167-861-38-0000		Annexation S5-B	Zone 1	14.05
0167-861-39-0000		Annexation S5-B	Zone 1	14.05
0167-861-40-0000		Annexation S5-B	Zone 1	14.05
0167-861-41-0000		Annexation S5-B	Zone 1	14.05
0167-861-42-0000		Annexation S5-B	Zone 1	14.05
0167-861-43-0000		Annexation S5-B	Zone 1	14.05
0167-861-44-0000		Annexation S5-B	Zone 1	14.05
0167-861-45-0000		Annexation S5-B	Zone 1	14.05
0167-861-46-0000		Annexation S5-B	Zone 1	14.05
0167-861-47-0000		Annexation S5-B	Zone 1	14.05
0167-861-48-0000		Annexation S5-B	Zone 1	14.05
0167-861-49-0000		Annexation S5-B	Zone 1	14.05
0167-861-50-0000		Annexation S5-B	Zone 1	14.05
0167-861-51-0000		Annexation S5-B	Zone 1	14.05
0167-861-52-0000		Annexation S5-B	Zone 1	14.05
0167-861-53-0000		Annexation S5-B	Zone 1	14.05
0167-861-54-0000		Annexation S5-B	Zone 1	14.05
0168-271-13-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-14-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-15-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-16-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-17-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-18-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-19-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-20-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-21-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-22-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-23-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-24-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-25-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-26-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-27-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-28-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-29-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-30-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-31-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-32-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-33-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-34-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-35-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-36-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-37-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-38-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-39-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-40-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-41-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-42-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-43-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-44-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-45-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-46-0000		Annexation S10-U	Zone 1, 3 & 4	14.32

City of Redlands
Street Lighting District No. 1 - Appendix D
Fiscal Year 2026-2027
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-271-47-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-271-48-0000		Annexation S10-U	Zone 1, 3 & 4	14.32
0168-731-01-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-02-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-03-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-04-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-05-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-06-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-07-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-08-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-09-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-10-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-11-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-12-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-13-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-14-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-15-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-16-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-17-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-18-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-19-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-20-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-21-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-22-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-23-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-24-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-731-25-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-01-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-02-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-03-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-04-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-05-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-06-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-07-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-08-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-09-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-10-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-11-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-12-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-13-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-14-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-15-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-16-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-17-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-18-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-19-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-20-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-21-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-22-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-23-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-24-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-25-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-26-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-27-0000		Annexation S10-C	Zone 1, 3 & 4	17.12

City of Redlands
Street Lighting District No. 1 - Appendix D
Fiscal Year 2026-2027
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-741-28-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-29-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-30-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-31-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-32-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-33-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-34-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-35-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-36-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-37-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-38-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-39-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-40-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-41-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-42-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-43-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-44-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-45-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-46-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-47-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-48-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-49-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-50-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-51-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-52-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-53-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-54-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-55-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-56-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-57-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-58-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-59-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-60-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-61-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-62-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-63-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-64-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-65-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-66-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-67-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-68-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-69-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-70-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-71-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-72-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-73-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-74-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-75-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-76-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-77-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-741-78-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-01-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-02-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-03-0000		Annexation S10-C	Zone 1, 3 & 4	17.12

City of Redlands
Street Lighting District No. 1 - Appendix D
Fiscal Year 2026-2027
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-751-04-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-05-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-06-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-07-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-08-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-09-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-10-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-11-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-12-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-13-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-14-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-15-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-16-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-17-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-18-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-19-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-20-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-21-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-22-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-23-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-24-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-25-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-26-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-27-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-28-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-29-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-30-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-31-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-32-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-33-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-34-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-35-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-36-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-37-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-38-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-39-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-40-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-41-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-42-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-43-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-44-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-45-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-46-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-47-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-48-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-49-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-50-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-51-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-52-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-53-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-54-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-55-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-751-56-0000		Annexation S10-C	Zone 1, 3 & 4	17.12
0168-771-01-0000		Annexation S10-H	Zone 1 & 4	15.27

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-771-02-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-03-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-04-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-05-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-06-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-07-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-08-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-09-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-10-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-11-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-12-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-13-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-14-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-15-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-16-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-17-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-18-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-19-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-20-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-21-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-22-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-23-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-24-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-25-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-26-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-27-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-28-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-29-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-30-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-31-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-32-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-33-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-34-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-35-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-36-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-37-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-38-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-39-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-40-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-41-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-42-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-43-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-44-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-45-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-46-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-47-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-48-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-49-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-771-50-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-01-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-02-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-03-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-04-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-05-0000		Annexation S10-H	Zone 1 & 4	15.27

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-781-06-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-07-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-08-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-09-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-10-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-11-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-12-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-13-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-14-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-15-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-16-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-17-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-18-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-19-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-20-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-21-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-22-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-23-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-24-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-25-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-26-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-27-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-28-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-29-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-30-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-31-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-32-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-33-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-781-34-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-01-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-02-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-03-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-04-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-05-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-06-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-07-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-08-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-09-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-10-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-11-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-12-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-13-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-14-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-15-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-16-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-17-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-18-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-19-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-20-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-21-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-22-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-23-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-24-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-25-0000		Annexation S10-H	Zone 1 & 4	15.27

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0168-791-26-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-27-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-791-28-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-01-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-02-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-03-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-04-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-05-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-06-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-07-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-08-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-09-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-10-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-11-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-12-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-13-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-14-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-15-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-16-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-17-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-18-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-19-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-20-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-21-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-22-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-23-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-24-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-25-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-26-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-27-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-28-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-29-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-30-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-31-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-32-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-33-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-34-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-35-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-36-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-37-0000		Annexation S10-H	Zone 1 & 4	15.27
0168-801-38-0000		Annexation S10-H	Zone 1 & 4	15.27
0169-011-32-0000		Annexation S10-J	Zone 4	29.44
0169-011-33-0000		Annexation S10-J	Zone 4	29.44
0169-011-34-0000		Annexation S10-J	Zone 4	29.44
0169-011-35-0000		Annexation S10-J	Zone 4	29.44
0169-011-38-0000		Annexation S10-J	Zone 4	14.72
0169-011-39-0000		Annexation S10-J	Zone 4	14.72
0169-043-14-0000		Annexation S4-D	Zone 1	58.35
0169-053-12-0000		Annexation S1-L	Zone 3	20.05
0169-131-33-0000		Annexation S1-F	Zone 1	19.45
0169-142-11-0000		Annexation S1-I	Zone 3	20.05
0169-182-02-0000		Annexation S1-P	Zone 1	12.97
0169-182-03-0000		Annexation S1-P	Zone 1	12.97
0169-182-04-0000		Annexation S1-P	Zone 1	12.97

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0169-212-17-0000		Annexation S1-Y	Zone 3	60.15
0169-212-18-0000		Annexation S1-Y	Zone 3	20.05
0169-212-19-0000		Annexation S1-Y	Zone 3	20.05
0169-212-20-0000		Annexation S1-Y	Zone 3	40.10
0169-212-21-0000		Annexation S1-Y	Zone 3	80.20
0169-212-22-0000		Annexation S1-Y	Zone 3	60.15
0169-212-23-0000		Annexation S1-Y	Zone 3	20.05
0169-212-24-0000		Annexation S1-Y	Zone 3	20.05
0169-212-25-0000		Annexation S1-Y	Zone 3	20.05
0169-212-26-0000		Annexation S1-Y	Zone 3	20.05
0169-212-27-0000		Annexation S1-Y	Zone 3	20.05
0169-272-29-0000		Annexation S10-Q	Zone 1	65.48
0169-281-39-0000		Annexation S3-C	Zone 3	20.05
0169-281-45-0000		Annexation S10-Q	Zone 2	98.22
0169-281-46-0000		Annexation S10-Q	Zone 1	32.74
0169-301-08-0000		Annexation S4-G	Zone 4	7.01
0169-301-10-0000		Annexation S4-G	Zone 4	7.01
0169-301-11-0000		Annexation S4-G	Zone 4	7.01
0169-313-16-0000		Annexation S4-I	Zone 1	77.80
0169-321-01-0000		Annexation S3-A	Zone 3	40.10
0169-321-02-0000		Annexation S3-A	Zone 3	40.10
0169-343-07-0000		Annexation S1-T	Zone 3	20.05
0169-411-07-0000		Annexation S1-H	Zone 4	105.15
0170-481-20-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-21-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-22-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-23-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-24-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-25-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-26-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-27-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-28-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-29-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-30-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-31-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-32-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-33-0000		Annexation S10-F	Zone 1 & 4	17.28
0170-481-34-0000		Annexation S10-F	Zone 1 & 4	17.28
0171-011-67-0000		Annexation S10-V	Zone 1	19.45
0171-161-17-0000		Annexation S7-A	Zone 3	181.54
0171-171-34-0000		Annexation S1-S	Zone 3	99.15
0171-202-30-0000		Annexation S4-C	Zone 3	40.10
0171-202-33-0000		Annexation S5-C	Zone 1	19.45
0171-203-13-0000		Annexation S6-B	Zone 1	38.90
0171-331-04-0000		Annexation S1-J	Zone 3	20.05
0171-332-30-0000		Annexation S7-D	Zone 1	38.90
0171-341-33-0000		Annexation S3-J	Zone 3	80.20
0171-383-19-0000		Annexation S1-E	Zone 3	20.05
0171-383-20-0000		Annexation S1-E	Zone 3	20.05
0171-431-05-0000		Annexation S10-P	Zone 3	120.30
0172-031-49-0000		Annexation S1-M	Zone 3	20.05
0172-091-24-0000		Annexation S10-G	Zone 1	26.93
0172-091-25-0000		Annexation S10-G	Zone 1	26.93
0172-091-26-0000		Annexation S10-G	Zone 1	26.93

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0172-091-27-0000		Annexation S10-G	Zone 1	26.93
0172-091-28-0000		Annexation S10-G	Zone 1	26.93
0172-091-29-0000		Annexation S10-G	Zone 1	26.93
0172-091-30-0000		Annexation S10-G	Zone 1	26.93
0172-091-31-0000		Annexation S10-G	Zone 1	26.93
0172-091-32-0000		Annexation S10-G	Zone 1	26.93
0172-091-33-0000		Annexation S10-G	Zone 1	26.93
0172-091-34-0000		Annexation S10-G	Zone 1	26.93
0172-091-35-0000		Annexation S10-G	Zone 1	26.93
0172-091-36-0000		Annexation S10-G	Zone 1	26.93
0172-121-03-0000		Annexation S8-A	Zone 3	20.05
0172-121-10-0000		Annexation S10-O	Zone 3	26.73
0172-121-11-0000		Annexation S10-O	Zone 3	26.73
0172-121-14-0000		Annexation S10-O	Zone 3	26.73
0172-301-14-0000		Annexation S4-A	Zone 4	25.24
0172-301-15-0000		Annexation S4-A	Zone 4	12.62
0172-301-16-0000		Annexation S4-A	Zone 4	12.62
0172-301-17-0000		Annexation S4-A	Zone 4	12.62
0172-301-18-0000		Annexation S10-B	Zone 1 & 4	23.48
0172-301-19-0000		Annexation S10-B	Zone 1 & 4	23.48
0172-301-20-0000		Annexation S10-B	Zone 1 & 4	23.48
0172-301-21-0000		Annexation S10-B	Zone 1 & 4	23.48
0172-301-22-0000		Annexation S10-B	Zone 1 & 4	23.48
0172-301-26-0000		Annexation S10-B	Zone 1 & 4	23.48
0173-251-21-0000		Annexation S10-N	Zone 3	60.15
0174-021-41-0000		Annexation S5-E	Zone 1	19.45
0174-021-42-0000		Annexation S5-E	Zone 1	19.45
0174-261-15-0000		Annexation S7-G	Zone 1	155.60
0174-281-33-0000		Annexation S9-B	Zone 1	14.59
0174-281-34-0000		Annexation S9-B	Zone 1	14.59
0174-281-35-0000		Annexation S9-B	Zone 1	14.59
0174-281-37-0000		Annexation S9-B	Zone 1	14.59
0174-621-01-0000		Annexation S1-N	Zone 1	19.45
0174-621-02-0000		Annexation S1-N	Zone 1	19.45
0174-621-03-0000		Annexation S1-N	Zone 1	19.45
0174-621-04-0000		Annexation S1-N	Zone 1	19.45
0174-621-05-0000		Annexation S1-N	Zone 1	19.45
0174-621-06-0000		Annexation S1-N	Zone 1	19.45
0174-621-07-0000		Annexation S1-N	Zone 1	19.45
0174-621-08-0000		Annexation S1-N	Zone 1	19.45
0174-621-09-0000		Annexation S1-N	Zone 1	19.45
0174-621-10-0000		Annexation S1-N	Zone 1	19.45
0174-621-11-0000		Annexation S1-N	Zone 1	19.45
0174-621-12-0000		Annexation S1-N	Zone 1	19.45
0174-621-13-0000		Annexation S1-N	Zone 1	19.45
0174-621-14-0000		Annexation S1-N	Zone 1	19.45
0174-621-15-0000		Annexation S1-N	Zone 1	19.45
0174-621-16-0000		Annexation S1-N	Zone 1	19.45
0174-621-17-0000		Annexation S1-N	Zone 1	19.45
0174-621-18-0000		Annexation S1-N	Zone 1	19.45
0174-621-19-0000		Annexation S1-N	Zone 1	19.45
0174-621-20-0000		Annexation S1-N	Zone 1	19.45
0174-621-21-0000		Annexation S1-N	Zone 1	19.45
0174-621-22-0000		Annexation S1-N	Zone 1	19.45

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APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0174-621-23-0000		Annexation S1-N	Zone 1	19.45
0174-621-24-0000		Annexation S1-N	Zone 1	19.45
0174-621-25-0000		Annexation S1-N	Zone 1	19.45
0174-621-26-0000		Annexation S1-N	Zone 1	19.45
0174-621-27-0000		Annexation S1-N	Zone 1	19.45
0174-621-28-0000		Annexation S1-N	Zone 1	19.45
0174-621-29-0000		Annexation S1-N	Zone 1	19.45
0174-621-30-0000		Annexation S1-N	Zone 1	19.45
0174-621-31-0000		Annexation S1-N	Zone 1	19.45
0174-621-32-0000		Annexation S1-N	Zone 1	19.45
0174-621-33-0000		Annexation S1-N	Zone 1	19.45
0174-621-34-0000		Annexation S1-N	Zone 1	19.45
0174-621-35-0000		Annexation S1-N	Zone 1	19.45
0174-631-01-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-02-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-03-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-04-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-05-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-06-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-07-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-08-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-09-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-11-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-12-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-13-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-14-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-15-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-16-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-17-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-18-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-19-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-20-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-21-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-22-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-23-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-24-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-25-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-26-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-27-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-28-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-29-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-30-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-31-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-32-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-33-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-34-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-35-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-37-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-38-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-39-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-40-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-41-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-42-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-43-0000		Annexation S10-A	Zone 1 & 3	25.19

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0174-631-44-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-45-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-46-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-47-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-48-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-49-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-50-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-51-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-52-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-53-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-54-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-55-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-56-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-57-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-58-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-63-0000		Annexation S10-A	Zone 1 & 3	25.19
0174-631-64-0000		Annexation S10-A	Zone 1 & 3	25.19
0176-014-16-0000		Annexation S10-R	Zone 3	30.08
0176-014-17-0000		Annexation S10-R	Zone 3	30.08
0176-441-18-0000		Annexation S2-D	Zone 1	33.07
0176-441-19-0000		Annexation S2-D	Zone 1	33.07
0176-441-20-0000		Annexation S2-D	Zone 1	33.07
0176-441-21-0000		Annexation S2-D	Zone 1	33.07
0176-441-22-0000		Annexation S2-D	Zone 1	33.07
0176-441-23-0000		Annexation S2-D	Zone 1	33.07
0176-441-24-0000		Annexation S2-D	Zone 1	33.07
0176-441-25-0000		Annexation S2-D	Zone 1	33.07
0176-441-26-0000		Annexation S2-D	Zone 1	33.07
0176-441-27-0000		Annexation S2-D	Zone 1	33.07
0176-521-01-0000		Annexation S7-H	Zone 2	41.50
0176-521-02-0000		Annexation S7-H	Zone 2	41.50
0176-521-03-0000		Annexation S7-H	Zone 2	41.50
0176-521-04-0000		Annexation S7-H	Zone 2	41.50
0176-521-05-0000		Annexation S7-H	Zone 2	41.50
0176-521-06-0000		Annexation S7-H	Zone 2	41.50
0176-521-07-0000		Annexation S7-H	Zone 2	41.50
0176-521-08-0000		Annexation S7-H	Zone 2	41.50
0176-521-09-0000		Annexation S7-H	Zone 2	41.50
0176-521-10-0000		Annexation S7-H	Zone 2	41.50
0176-521-11-0000		Annexation S7-H	Zone 2	41.50
0176-521-12-0000		Annexation S7-H	Zone 2	41.50
0176-521-13-0000		Annexation S7-H	Zone 2	41.50
0176-521-18-0000		Annexation S7-H	Zone 2	41.50
0176-521-19-0000		Annexation S7-H	Zone 2	41.50
0176-521-20-0000		Annexation S7-H	Zone 2	41.50
0176-521-21-0000		Annexation S7-H	Zone 2	41.50
0176-521-22-0000		Annexation S7-H	Zone 2	41.50
0176-521-23-0000		Annexation S7-H	Zone 2	41.50
0176-521-27-0000		Annexation S7-H	Zone 2	41.50
0176-521-28-0000		Annexation S7-H	Zone 2	41.50
0176-521-29-0000		Annexation S7-H	Zone 2	41.50
0176-521-30-0000		Annexation S7-H	Zone 2	41.50
0176-521-31-0000		Annexation S7-H	Zone 2	41.50
0176-521-32-0000		Annexation S7-H	Zone 2	41.50

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0176-531-01-0000		Annexation S7-H	Zone 2	41.50
0176-531-02-0000		Annexation S7-H	Zone 2	41.50
0176-531-03-0000		Annexation S7-H	Zone 2	41.50
0176-531-07-0000		Annexation S7-H	Zone 2	41.50
0176-531-08-0000		Annexation S7-H	Zone 2	41.50
0176-531-09-0000		Annexation S7-H	Zone 2	41.50
0176-531-12-0000		Annexation S7-H	Zone 2	41.50
0176-531-13-0000		Annexation S7-H	Zone 2	41.50
0176-531-26-0000		Annexation S7-H	Zone 2	41.50
0176-531-18-0000		Annexation S7-H	Zone 2	41.50
0176-531-20-0000		Annexation S7-H	Zone 2	41.50
0176-531-21-0000		Annexation S7-H	Zone 2	41.50
0176-531-22-0000		Annexation S7-H	Zone 2	41.50
0176-531-24-0000		Annexation S7-H	Zone 2	41.50
0176-531-25-0000		Annexation S7-H	Zone 2	41.50
0292-032-39-0000		Original District	Zone 3	200.50
0292-032-40-0000		Original District	Zone 3	40.10
0292-032-41-0000		Original District	Zone 3	60.15
0292-032-42-0000		Original District	Zone 3	320.80
0292-033-11-0000		Annexation S1-C	Zone 4	231.33
0292-033-13-0000		Annexation S9-D	Zone 3	80.20
0292-034-16-0000		Annexation S1-O	Zone 3	20.05
0292-063-45-0000		Annexation S7-C	Zone 4	42.06
0292-064-13-0000		Annexation S3-H	Zone 4	84.12
0292-064-17-0000		Annexation S3-H	Zone 4	84.12
0292-064-21-0000		Annexation S3-H	Zone 4	84.12
0292-064-22-0000		Annexation S3-H	Zone 4	42.06
0292-064-23-0000		Annexation S3-H	Zone 4	42.06
0292-064-24-0000		Annexation S3-H	Zone 4	147.21
0292-064-25-0000		Annexation S3-H	Zone 4	42.06
0292-064-26-0000		Annexation S3-H	Zone 4	21.03
0292-064-27-0000		Annexation S3-H	Zone 4	21.03
0292-152-39-0000		Annexation S7-B	Zone 3	100.25
0292-153-24-0000		Annexation S2-A	Zone 3	80.20
0292-153-25-0000		Annexation S2-A	Zone 3	80.20
0292-153-26-0000		Annexation S2-A	Zone 3	40.10
0292-153-27-0000		Annexation S2-A	Zone 3	40.10
0292-153-28-0000		Annexation S10-I	Zone 1 & 4	59.43
0292-153-30-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-31-0000		Annexation S10-I	Zone 1 & 4	59.43
0292-153-32-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-33-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-34-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-35-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-36-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-37-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-38-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-39-0000		Annexation S10-I	Zone 1 & 4	79.24
0292-153-40-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-41-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-42-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-153-43-0000		Annexation S10-I	Zone 1 & 4	19.81
0292-154-12-0000		Annexation S5-D	Zone 3	100.25
0292-154-22-0000		Annexation S10-K	Zone 1 & 4	80.96

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0292-154-23-0000		Annexation S10-K	Zone 1 & 4	19.45
0292-154-24-0000		Annexation S10-K	Zone 1 & 4	19.45
0292-154-25-0000		Annexation S10-K	Zone 1 & 4	19.45
0292-156-21-0000		Annexation S1-W	Zone 3	120.30
0292-157-16-0000		Annexation S6-A	Zone 4	189.27
0292-157-20-0000		Annexation S9-E	Zone 1	19.45
0292-157-31-0000		Annexation S2-H	Zone 4	21.03
0292-158-17-0000		Annexation S8-B	Zone 3	40.10
0292-165-15-0000		Annexation S3-F	Zone 3 & 4	222.51
0292-166-11-0000		Annexation S1-K	Zone 4	273.39
0292-182-30-0000		Annexation S1-U	Zone 4	21.03
0292-182-31-0000		Annexation S1-U	Zone 4	21.03
0292-192-11-0000		Annexation S4-E	Zone 4	231.33
0292-201-37-0000		Annexation S4-B	Zone 3	40.10
0292-201-39-0000		Annexation S4-B	Zone 3	47.57
0292-310-07-0000		Annexation S3-B	Zone 1	19.45
0292-310-36-0000		Annexation S4-F	Zone 1	38.90
0292-310-42-0000		Annexation S10-M	Zone 1	19.45
0292-321-10-0000		Annexation S1-G	Zone 4	105.15
0292-331-15-0000		Annexation S2-F	Zone 3	80.20
0292-331-16-0000		Annexation S2-F	Zone 3	80.20
0292-381-08-0000		Annexation S3-G	Zone 1	19.45
0292-441-11-0000		Annexation S2-B	Zone 3	12.03
0292-441-12-0000		Annexation S2-B	Zone 3	12.03
0292-441-13-0000		Annexation S2-B	Zone 3	12.03
0292-441-14-0000		Annexation S2-B	Zone 3	12.03
0292-441-15-0000		Annexation S2-B	Zone 3	12.03
0293-172-16-0000		Annexation S1-B	Zone 4	126.18
0293-172-17-0000		Annexation S1-B	Zone 4	126.18
0293-172-18-0000		Annexation S1-B	Zone 4	21.03
0293-421-01-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-02-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-03-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-04-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-05-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-06-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-07-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-08-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-09-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-10-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-11-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-12-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-13-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-14-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-15-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-16-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-17-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-18-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-19-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-20-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-21-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-22-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-23-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-24-0000		Annexation S9-A	Zone 1 & 4	4.50

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0293-421-25-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-26-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-27-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-28-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-29-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-30-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-31-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-32-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-33-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-34-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-35-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-36-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-37-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-38-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-39-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-40-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-41-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-42-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-43-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-44-0000		Annexation S9-A	Zone 1 & 4	4.50
0293-421-45-0000		Annexation S9-A	Zone 1 & 4	4.50
0294-181-02-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-03-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-04-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-05-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-06-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-07-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-08-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-09-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-10-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-11-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-12-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-13-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-14-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-181-15-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-01-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-02-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-03-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-04-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-06-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-07-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-08-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-09-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-10-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-11-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-12-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-16-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-17-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-18-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-19-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-191-20-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-09-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-11-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-13-0000		Annexation S10-S	Zone 1 & 3	49.54

City of Redlands
Street Lighting District No. 1 - Appendix D
Fiscal Year 2026-2027
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0294-201-15-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-19-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-21-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-27-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-201-28-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-02-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-03-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-04-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-06-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-07-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-08-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-09-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-10-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-12-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-211-13-0000		Annexation S10-S	Zone 1 & 3	49.54
0294-222-01-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-02-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-03-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-04-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-05-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-06-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-07-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-08-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-09-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-10-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-11-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-222-12-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-01-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-02-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-03-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-04-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-05-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-06-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-232-07-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-01-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-02-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-03-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-04-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-05-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-242-06-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-01-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-02-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-03-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-04-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-05-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-06-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-07-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-08-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-09-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-10-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-11-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-12-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-252-13-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-01-0000		Annexation S10-T	Zone 1 & 3	36.13

City of Redlands
Street Lighting District No. 1 - Appendix D
Fiscal Year 2026-2027
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
0294-262-02-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-03-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-04-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-05-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-06-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-07-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-08-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-09-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-10-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-11-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-12-0000		Annexation S10-T	Zone 1 & 3	36.13
0294-262-13-0000		Annexation S10-T	Zone 1 & 3	36.13
1212-021-01-0000		Annexation S10-D	Zone 1	16.94
1212-021-02-0000		Annexation S10-D	Zone 1	16.94
1212-021-03-0000		Annexation S10-D	Zone 1	16.94
1212-021-04-0000		Annexation S10-D	Zone 1	16.94
1212-021-05-0000		Annexation S10-D	Zone 1	16.94
1212-021-06-0000		Annexation S10-D	Zone 1	16.94
1212-021-07-0000		Annexation S10-D	Zone 1	16.94
1212-021-08-0000		Annexation S10-D	Zone 1	16.94
1212-021-09-0000		Annexation S10-D	Zone 1	16.94
1212-021-10-0000		Annexation S10-D	Zone 1	16.94
1212-021-11-0000		Annexation S10-D	Zone 1	16.94
1212-021-12-0000		Annexation S10-D	Zone 1	16.94
1212-021-13-0000		Annexation S10-D	Zone 1	16.94
1212-021-14-0000		Annexation S10-D	Zone 1	16.94
1212-021-15-0000		Annexation S10-D	Zone 1	16.94
1212-021-16-0000		Annexation S10-D	Zone 1	16.94
1212-021-17-0000		Annexation S10-D	Zone 1	16.94
1212-021-18-0000		Annexation S10-D	Zone 1	16.94
1212-021-19-0000		Annexation S10-D	Zone 1	16.94
1212-021-20-0000		Annexation S10-D	Zone 1	16.94
1212-021-21-0000		Annexation S10-D	Zone 1	16.94
1212-021-22-0000		Annexation S10-D	Zone 1	16.94
1212-021-23-0000		Annexation S10-D	Zone 1	16.94
1212-021-24-0000		Annexation S10-D	Zone 1	16.94
1212-021-25-0000		Annexation S10-D	Zone 1	16.94
1212-021-26-0000		Annexation S10-D	Zone 1	16.94
1212-021-27-0000		Annexation S10-D	Zone 1	16.94
1212-021-28-0000		Annexation S10-D	Zone 1	16.94
1212-021-29-0000		Annexation S10-D	Zone 1	16.94
1212-021-30-0000		Annexation S10-D	Zone 1	16.94
1212-021-31-0000		Annexation S10-D	Zone 1	16.94
1212-021-32-0000		Annexation S10-D	Zone 1	16.94
1212-021-33-0000		Annexation S10-D	Zone 1	16.94
1212-021-34-0000		Annexation S10-D	Zone 1	16.94
1212-021-35-0000		Annexation S10-D	Zone 1	16.94
1212-021-36-0000		Annexation S10-D	Zone 1	16.94
1212-021-37-0000		Annexation S10-D	Zone 1	16.94
1212-021-38-0000		Annexation S10-D	Zone 1	16.94
1212-021-39-0000		Annexation S10-D	Zone 1	16.94
1212-021-40-0000		Annexation S10-D	Zone 1	16.94
1212-021-41-0000		Annexation S10-D	Zone 1	16.94
1212-021-42-0000		Annexation S10-D	Zone 1	16.94

City of Redlands
Street Lighting District No. 1 - Appendix D
Fiscal Year 2026-2027
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
1212-021-43-0000		Annexation S10-D	Zone 1	16.94
1212-021-44-0000		Annexation S10-D	Zone 1	16.94
1212-021-45-0000		Annexation S10-D	Zone 1	16.94
1212-021-46-0000		Annexation S10-D	Zone 1	16.94
1212-021-47-0000		Annexation S10-D	Zone 1	16.94
1212-021-48-0000		Annexation S10-D	Zone 1	16.94
1212-021-49-0000		Annexation S10-D	Zone 1	16.94
1212-021-50-0000		Annexation S10-D	Zone 1	16.94
1212-021-51-0000		Annexation S10-D	Zone 1	16.94
1212-021-52-0000		Annexation S10-D	Zone 1	16.94
1212-021-53-0000		Annexation S10-D	Zone 1	16.94
1212-021-54-0000		Annexation S10-D	Zone 1	16.94
1212-021-55-0000		Annexation S10-D	Zone 1	16.94
1212-021-56-0000		Annexation S10-D	Zone 1	16.94
1212-021-57-0000		Annexation S10-D	Zone 1	16.94
1212-021-58-0000		Annexation S10-D	Zone 1	16.94
1212-021-59-0000		Annexation S10-D	Zone 1	16.94
1212-021-60-0000		Annexation S10-D	Zone 1	16.94
1212-021-61-0000		Annexation S10-D	Zone 1	16.94
1212-021-62-0000		Annexation S10-D	Zone 1	16.94
1212-041-01-0000		Annexation S7-F	Zone 1	77.80
1212-191-60-0000		Annexation S1-X	Zone 1	19.45
1212-191-61-0000		Annexation S1-X	Zone 1	19.45
1212-191-62-0000		Annexation S1-X	Zone 1	19.45
1212-191-63-0000		Annexation S1-X	Zone 1	19.45
1212-191-64-0000		Annexation S1-X	Zone 1	19.45
1212-191-65-0000		Annexation S1-X	Zone 1	19.45
1212-191-66-0000		Annexation S1-X	Zone 1	19.45
1212-191-67-0000		Annexation S1-X	Zone 1	19.45
1212-191-68-0000		Annexation S1-X	Zone 1	19.45
1212-191-69-0000		Annexation S1-X	Zone 1	19.45
1212-191-70-0000		Annexation S1-X	Zone 1	19.45
1212-191-71-0000		Annexation S1-X	Zone 1	19.45
1212-191-72-0000		Annexation S1-X	Zone 1	19.45
1212-191-73-0000		Annexation S1-X	Zone 1	19.45
1212-191-74-0000		Annexation S1-X	Zone 1	19.45
1212-191-75-0000		Annexation S1-X	Zone 1	19.45
1212-191-76-0000		Annexation S1-X	Zone 1	19.45
1212-191-77-0000		Annexation S1-X	Zone 1	19.45
1212-191-78-0000		Annexation S1-X	Zone 1	19.45
1212-191-79-0000		Annexation S1-X	Zone 1	19.45
1212-201-01-0000		Annexation S3-E	Zone 1	25.93
1212-201-02-0000		Annexation S3-E	Zone 1	25.93
1212-201-03-0000		Annexation S3-E	Zone 1	25.93
1212-201-04-0000		Annexation S3-E	Zone 1	25.93
1212-201-05-0000		Annexation S3-E	Zone 1	25.93
1212-201-06-0000		Annexation S3-E	Zone 1	25.93
1212-201-07-0000		Annexation S3-E	Zone 1	25.93
1212-201-08-0000		Annexation S3-E	Zone 1	25.93
1212-201-09-0000		Annexation S3-E	Zone 1	25.93
1212-201-10-0000		Annexation S3-E	Zone 1	25.93
1212-201-11-0000		Annexation S3-E	Zone 1	25.93
1212-201-12-0000		Annexation S3-E	Zone 1	25.93
1212-201-13-0000		Annexation S3-E	Zone 1	25.93

City of Redlands
Street Lighting District No. 1 - Appendix D
Fiscal Year 2026-2027
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	ZONE	CHARGE
1212-201-14-0000		Annexation S3-E	Zone 1	25.93
1212-201-15-0000		Annexation S3-E	Zone 1	25.93
1212-201-16-0000		Annexation S3-E	Zone 1	25.93
1212-201-17-0000		Annexation S3-E	Zone 1	25.93
1212-201-18-0000		Annexation S3-E	Zone 1	25.93
1212-201-19-0000		Annexation S3-E	Zone 1	25.93
1212-201-20-0000		Annexation S3-E	Zone 1	25.93
1212-201-21-0000		Annexation S3-E	Zone 1	25.93
1212-201-22-0000		Annexation S3-E	Zone 1	25.93
1212-201-23-0000		Annexation S3-E	Zone 1	25.93
1212-201-24-0000		Annexation S3-E	Zone 1	25.93
1212-201-25-0000		Annexation S3-E	Zone 1	25.93
1212-201-26-0000		Annexation S3-E	Zone 1	25.93
1212-201-27-0000		Annexation S3-E	Zone 1	25.93
1212-431-02-0000		Annexation S9-F	Zone 3	100.25

Summary Fields	Value
APN total count:	987
CHARGE total sum:	$25,452.67

CITY OF REDLANDS
LANDSCAPE MAINTENANCE DISTRICT NO. 1
ENGINEER'S REPORT
FOR FISCAL YEAR 2026-2027

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT

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ENGINEER'S REPORT AFFIDAVIT

Landscape Maintenance District No. 1

City of Redlands
San Bernardino County, State of California

This Report describes the Landscape Maintenance District No. 1 ("District") and services therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2026-2027 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the San Bernardino County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 2nd day of June, 2026



By:_____

Donald Young
One Stop Permit Center Manager
R.C.E # 49918

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I. AUTHORITY FOR REPORT

This report is prepared by order of the City Council of the City of Redlands, California (City). This report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3 of Division 15 of the Streets and Highway Code of the State of California (Landscape and Lighting Act of 1972) and Article XIIID of the California Constitution.

II. GENERAL DESCRIPTION

The City Council of the City of Redlands, California has heretofore elected to form Landscape Maintenance District No. 1 (District) and annexed territories to said District. The boundaries of said District and annexations thereto are entitled "Assessment Diagram of Landscape Maintenance District No. 1," and are on file in the office of the City Clerk of the City of Redlands.

III. PLANS AND SPECIFICATIONS

The plans and specifications for the landscaping either have been or are being prepared by the developers. The plans and specifications for the landscaping will be in conformance with the requirements of the City's Development Services Department, Planning Division and Land Use Engineering Division (DSD) and the Facilities and Community Services Department (FCS).

Reference is hereby made to the subject tract or parcel maps and assessment diagrams for the exact location of the landscaped areas. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

IV. IMPROVEMENTS

All areas within the Landscape Maintenance District No. 1, identified in this report as the Original District and Annexation No. L1 through L12, are to be maintained by the District. For FY 2025/26 the Original District (A, B and C), and Annexations L1-A, L1-B, L2-A, L4-C, L4-W, L5-C and L6-E are the only Annexations currently maintained. The remaining Annexations are either not yet developed or the landscaping has not been accepted for maintenance by the Facilities and Community Services Department.

The City, through the Facilities and Community Services Department, has developed procedures for inspections, acceptance and maintenance of the landscaping improvements. It is anticipated that the Facilities and Community Services Department will be assigned the overall maintenance responsibilities once landscape improvements for individual Annexations have been accepted for maintenance.

V. ASSESSMENT DIAGRAM

The assessment District locations for the Original District and subsequent Annexations are shown in Appendix B. The assessment diagrams by reference are hereby made a part of this report. The original diagram document used in prior Engineer's Reports was updated in 2021 for purposes of clarity.

VI. ESTIMATED COSTS AND MAINTENANCE

It is anticipated that the City, through its Facilities and Community Services Department, will provide maintenance services for the District. The City's record keeping will be required to be sufficiently accurate to detail the expenses so that actual cost of maintaining the District and Annexations are documented.

The District and Annexations which are maintained and those Annexations which are not maintained at this time, have been in existence for a number of years. Over the years the existing assessments have not kept pace with the true annual cost of maintenance and administration. As a result, the surplus balances established at the formation of the District and Annexations have depleted to cover expenses.

Approximately fifty-one (51) percent of the general administration and engineering costs are charged to the District and Annexations having landscaping maintained by the City. Forty-nine (49) percent is spread to properties on an equal assessment per lot with on-site development, but with either no landscaping installed or landscaping which is not yet accepted for maintenance by the City. The latter assessment has not changed as compared to the last fiscal year and remains at $6.00 per lot.

The assessment per lot for general administration and engineering areas with landscaping maintained by the City is approximately $4.39 per lot for the Original District B and C, and Annexations L1-A, L1-B, L2-A, L4-W and L6-E. For Original District A, this amount is $36.16 per lot and for Annexation L5C it is $8.50 per lot. Annexation L4-C is maintained by the District but the assessment remains at $6.00 per lot.

Since there were numerous locations as part of Annexation Nos. 1, 2, 3, 4, etc. they were identified on the diagram as Original A, 1-1A, 1-1B, etc. Prefix L is added to the identification on the later annexations to identify that it is within the District. The description of the annexations will be within Sections IX and X of this report.

VII. ASSESSMENT ROLL

Following the public hearing for FY 2026-2027 (FY 26/27) assessments and the City Council's approval of the assessments, an assessment roll will be prepared. The assessment roll will include the assessment parcel number, the San Bernardino County Assessor's parcel number and the confirmed assessment for each parcel. The assessment roll will be

filed with the City Clerk and will subsequently be transmitted to the San Bernardino County Auditor/Tax Collector.

VIII. PROPOSED BASIS FOR ASSESSMENTS

The City Council has heretofore determined that it will be necessary to utilize the provisions of the Landscaping and Lighting Act of 1972, a benefit assessment act, for the Original District and the subsequent Annexations to the District and to assess benefitting properties in proportion to the benefits that the various properties will receive.

IX. CALCULATION OF MAINTENANCE AND INCIDENTAL COST

For a breakdown of the Maintenance and Incidental Costs see Appendix A – Calculation of Maintenance and Incidental Cost Table

X. ESTIMATED ASSESSMENTS FOR FY 2026-2027

The City Council, in forming the District and in annexing territories to the District, has maintained the philosophy that the subdivider or developer is responsible for the plantings, irrigation system and the maintenance of the improvements until they become well established. The assessments for maintenance thus only include anticipated costs incurred subsequent to the acceptance of the established improvements by FCS.

The maintenance of the landscaping is vital for the protection of both economic and humanistic values of the development. The City Council has heretofore determined that for the preservation of values incorporated within developments adjacent to landscaped areas, the parcels within the developments should be included in a maintenance district to ensure satisfactory levels of maintenance. The establishment of the assessment for each development must be on a unit-by-unit basis, which will preserve the integrity of each project.

The determination of benefit for the lots within the District and Annexations takes into consideration the following facts for the Original Districts and Annexations thereto:

Original District - Tracts 13282, 13434 and 13496

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefits to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on the Wabash Avenue and San Bernardino Avenue, boundaries of Tracts 13282 and 13434 respectively, is oriented away from the units adjacent to the landscaped areas; however, these properties were given a 10 percent surcharge to recognize proximity and support benefit.

5. The landscaping in the common area along the Alessandro Road frontage of Tract 13496 is oriented towards all units. Two of the lots abut the landscaped areas and were given a 20 percent surcharge to recognize proximity and support benefit.

6. The lots to receive a surcharge shall be considered to be within Assessment Zone "A".

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on the Wabash Avenue frontage of Tract 13282, the San Bernardino Avenue frontage of 13434 and the Alessandro Road frontage of Tract 13496

P = Number of lots with a 10 percent or 20 percent surcharge

LA + P [(1.10) or (1.20)] A = Amount to be assessed

The FY 25/26 assessment will be spread based upon the preceding formula.

Original 1-A
Tract 13282

The total lot count in Tract 13282 is 38 lots, with 8 of those lots being adjacent to Wabash Avenue.

FY 25/26 Assessment

(20A) + 8 (1.10A) = $2,409
A = $62.09

APN 0168-681-01 thru 16, 25 thru 38

The amount of assessment for lots that are not adjacent to the landscaping areas on Wabash Avenue = $62.09

APN 0168-681-17 thru 24

The amount of assessment for lots adjacent to Wabash Avenue with a 10 percent surcharge = $68.30

Original 1-B
Tract 13434

The total lot count in Tract 13434 is 78 lots, with 4 of these lots being adjacent to San Bernardino Avenue.

FY 25/26 Assessment

(74A) + 4 (1.10A) = $2,826
A = $36.05

APN 0167-802-2 thru 7
APN 0167-803-2 thru 8
APN 0167-804-1 thru 19
APN 0167-823-1 thru 10
APN 0167-284-1 thru 32

The amount of assessment for lots that are not adjacent to the landscaping areas on San Bernardino Avenue = $36.05

APN 0167-802-01, 08
APN 0167-803-01, 09

The amount of assessments for lots adjacent to San Bernardino Avenue with a 10 percent surcharge = $39.65

Original 1-C
Tract 13496

The total lot count in Tract 13496 is 9 lots, with 2 of these lots being adjacent to Alessandro Road.

FY 2025/26Assessment

(7A) + 2 (1.2A) = $12,320
A = $1,310.64

APN 0175-491-02 thru 08

The amount of assessment for lots that are not adjacent to the landscaping areas on Alessandro Road = $1,310.64

APN 0175-491-01, 09

The amount of assessment for lots adjacent to Alessandro Road with a 20 percent surcharge = $1,572.77

Annexation No. L1-A – Tract 13745

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefit to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on San Bernardino Avenue is oriented away from the lots adjacent to the landscaped areas; however, these properties were given a 10 percent surcharge to recognize proximity and support benefit. These lots within Assessment Zone "A" are shown on the Assessment Diagram.

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on San Bernardino Avenue

P = Number of lots with a 10 percent within Assessment Zone "A"

LA + P (1.10) A = Amount to be assessed

The FY 25/26 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 38 lots, with 9 of these lots being adjacent to San Bernardino Avenue.

FY 25/26 Assessment

(29A) + 9 (1.10A) = $3,601
A = $92.57

APN 1212-141-01 thru 15, 25 thru 38

The amount of assessment for lots that are not adjacent to the landscaping areas on San Bernardino Avenue = $92.57

APN 1212-141-16 thru 24

The amount of assessments for lots within Assessment Zone "A" adjacent to the San Bernardino Avenue landscaping areas with a 10 percent surcharge = $101.83

Annexation No. L1-B – Tract 13765

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefit to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on San Bernardino Avenue is oriented away from the lots adjacent to the landscaped areas; however, these properties were given a 10 percent surcharge to recognize proximity and support benefit. These lots within Assessment Zone "A" as shown on the Assessment Diagram.

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on San Bernardino Avenue

P = Number of lots with a 10 percent within Assessment Zone "A"

LA + P (1.10) A = Amount to be assessed

The FY 25/26 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 25 lots, with 2 of these lots being adjacent to San Bernardino Avenue.

FY 25/26 Assessment

(23A) + 2 (1.10A) = $2,554
A = $101.35

APN 1212-081-54 thru -62

The amount of assessment for lots that are not adjacent to the landscaping areas on San Bernardino Avenue = $101.35

APN 1212-141-39 and -54

The amount of assessments for lots within Assessment Zone "A" adjacent to the San Bernardino Avenue landscaping areas with a 10 percent surcharge = $111.48

Annexation No. L2-A – Tract 13947

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefit to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on Reservoir Road is oriented away from the lots adjacent to the landscaped areas; however, these properties were given a 20 percent surcharge to recognize proximity and support benefit. These lots are within Assessment Zone "A" as shown on the Assessment Diagram

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on Reservoir Road

P = Number of lots with a 20 percent within Assessment Zone "A"

LA + P (1.20) A = Amount to be assessed

FY 25/26 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 35 lots, with 4 of these lots being adjacent to Reservoir Road.

FY 25/26 Assessment

(31A) + 4 (1.20A) = $1,595
A = $44.55

APN 0174-621-1 thru 7, 9 thru 25, 28 thru 34

The amount of assessment for lots that are not adjacent to the landscaping areas on Reservoir Road = $44.55

APN 0174-621-08, 26, 27, 35

The amount of assessments for lots within Assessment Zone "A" adjacent to the Reservoir Road landscaping areas with a 20 percent surcharge = $53.46.

Annexation No. L3-A – Parcel Map 11917

Formula for Assessment

T = Total length of perimeter landscaping = 3,099 feet

L = Individual lot length of perimeter landscaping

A = Amount to be assessed = $600

The FY 25/26 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 4 lots.

FY 25/26 Assessment

Assessment per lot:

APN 0292-032-39	= 1010 ft/3099 ft	x $600 =	$195.55
APN 0292-032-40	= 206 ft/3099 ft	x $600 =	$39.88
APN 0292-032-41	= 324 ft/3099 ft	x $600 =	$62.73
APN 0292-032-42	= 1559 ft/3099 ft	x $600 =	$301.84

Annexation No. L5-C – Tract 14556

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefit to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on the median at the intersection of Franklin Avenue and Garden Street is oriented away from lots adjacent to the landscaped areas; however, these properties were given a 10 percent surcharge to recognize proximity and support benefit. These lots within Assessment Zone "A" as shown on the Assessment Diagram.

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on Franklin Avenue and Garden Street

P = Number of lots with a 10 percent within Assessment Zone "A"

LA + P (1.10) A = Amount to be assessed

The FY 25/26 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 10 lots, with 4 of these lots being in close proximity to the landscaped median at the intersection of Franklin Avenue and Garden Street.

FY 25/26 Assessment

(6A) + 4 (1.10A) = $815
A = $78.37

APN 0176-441-18, 23 thru 27

The amount of assessment for lots that are not adjacent to the landscaping areas = $78.37

APN 0174-441-19 thru 22

The amount of assessments for lots within Assessment Zone "A" adjacent to the landscaping areas with a 10 percent surcharge = $86.20

Annexation No. L4, L5 (except L5-C), L6, L7, L8, L9, L10, L11 and L12

No assessments are proposed to be levied on the parcels in these annexations in association with the landscape maintenance costs. However, these parcels will receive special benefit and be assessed for the per lot general City overhead charges and the prorated share of the Annual Engineer's Report to ensure that the required landscaping be maintained to the standards established by the City and anticipated when the improvements were initially required. The assessment will be $6.00 per lot in each of these annexations.

* * * * * * * * * * * *

The City Council will hold a public meeting on June 16, 2026 to determine the assessments based upon the costs for FY 2026-2027 which are anticipated to be incurred by the City and which are to be recovered through assessments as required by the Landscaping and Lighting District Act of 1972.

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APPENDIX A

CALCULATION OF MAINTENANCE AND INCIDENTAL COST TABLE

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APPENDIX A
COST TABLE
ENGINEER'S REPORT
LANDSCAPE MAINTENANCE DISTRICT NO. 1, FY 2026-2027

District Name	Original 1-A	Original 1-B	Original 1-C	Annexation L1-A	Annexation L1-B	Annexation L2-A	Annexation L3-A	Annexation L4-A	Annexation L4-B	Annexation L4-C	Annexation L4-D	Annexation L4-E	Annexation L4-F	Annexation L4-G	Annexation L4-H
Description	Tract 13282	Tract 13434	Tract 13496	Tract 13745	Tract 13765	Tract 13947	PM 11917	MS 185	MS 178	CUP 617	MS 184	CUP 382	CRA 606	CRA 486	CUP 253
Parcel Numbers	Wabash Avenue	San Bernardino Avenue	Alessandro Road	San Bernardino Avenue	San Bernardino Avenue	Reservoir Road	Lugonia Avenue		APN 293-172-16 THRU 18	APN 292-033-11	APN 167-231-19 THRU 21	APN 171-383-19 & 20	APN 169-131-33	APN 292-321-10	APN 169-411-07
Maintenance															
Contract Maintenance	$ 1,340	$ 1,340	$ 5,103	$ 1,190	$ 650	$ 550	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair Beyond Contract	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water & Electric	$ 520	$ 940	$ 4,450	$ 1,865	$ 1,360	$ 1,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Field Inspections	$ 250	$ 250	$ 1,250	$ 250	$ 250		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	$ 50	$ 50	$ 50	$ 50	$ 50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ 2,160**	**$ 2,580**	**$ 10,853**	**$ 3,355**	**$ 2,310**	**$ 1,850**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Incidental Expenses															
Engineering and Admin.	$ 250	$ 250	$ 1,475	$ 250	$ 250	$ 6	$ 600	$ -	$ 60	$ 6	$ 18	$ 12	$ 6	$ 6	$ 6
SUBTOTAL	**$ 250**	**$ 250**	**$ 1,475**	**$ 250**	**$ 250**	**$ 6**	**$ 600**	**$ -**	**$ 60**	**$ 6**	**$ 18**	**$ 12**	**$ 6**	**$ 6**	**$ 6**
TOTAL MAINTENANCE & INCIDENTAL COSTS	**$ 2,410**	**$ 2,830**	**$ 12,328**	**$ 3,605**	**$ 2,560**	**$ 1,856**	**$ 600**	**$ -**	**$ 60**	**$ 6**	**$ 18**	**$ 12**	**$ 6**	**$ 6**	**$ 6**
Levy Adjustments															
Fund Collection	$ (1)	$ (4)	$ (8)	$ (4)	$ (6)	$ (261)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BALANCE TO LEVY	**$ (1)**	**$ (4)**	**$ (8)**	**$ (4)**	**$ (6)**	**$ (261)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Breakdown															
Non-Adjacent Lots	30	74	7	29	23	31	0	0	0	0	0	0	0	0	0
Adjacent Lots (10%)	8	4	0	9	2	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (20%)	0	0	2	0	0	4	0	0	0	0	0	0	0	0	0
Per Lot City Overhead	0	0	0	0	0	0	0	0	10	1	3	2	1	1	1
TOTAL LOTS	**38**	**78**	**9**	**38**	**25**	**35**	**0**	**0**	**10**	**1**	**3**	**2**	**1**	**1**	**1**
Non-Adjacent Rate per Lot	$ 62.09	$ 36.05	$ 1,310.64	$ 92.57	$ 101.35	$ 44.55	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (10%) per Lot	$ 68.30	$ 39.65	$ -	$ 101.83	$ 111.48	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (20%) per Lot	$ -	$ -	$ 1,572.77	$ -		$ 53.46	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Per Lot City Overhead	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
TOTAL ASSESSMENT ALLOWABLE	**$ 2,409.10**	**$ 2,826.30**	**$ 12,320.02**	**$ 3,601.00**	**$ 2,554.01**	**$ 1,594.89**	**$ 600.00**	**$ -**	**$ 60.00**	**$ 6.00**	**$ 18.00**	**$ 12.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**
Total # of Parcels	38	78	9	38	25	35	4	4	10	1	3	2	1	1	1
Total Parcels Levied	38	78	9	38	25	35	4	0	3	1	3	2	1	1	1

District Name	Annexation L4-I	Annexation L4-J	Annexation L4-K	Annexation L4-L	Annexation L4-M	Annexation L4-N	Annexation L4-O	Annexation L4-P	Annexation L4-Q	Annexation L4-R	Annexation L4-S	Annexation L4-T	Annexation L4-U	Annexation L4-V	Annexation L4-W
Description	CRA 608	CUP 519	CUP 516	CUP 518	CUP 522	CUP 521	CRA 605	PM 12087	MS 185	CUP 278	CUP 405	CRA 354	CRA 346	CRA 607	Tract 12461
Parcel Numbers	APN 169-142-11	APN 171-331-04	APN 292-166-11	APN 169-053-12	APN 172-031-49	APN 292-034-16	APN 169-182-02, -03, -04	APN 171-261-01	APN 176-044-14 & 15	APN 171-171-34	APN 169-343-07	APN 292-182-30 & 31	APN 292-061-25	APN 292-156-21	APN 1212-191-60 THRU 79
Maintenance															
Contract Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 550
Repair Beyond Contract	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Water & Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 630
Field Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,180**
Incidental Expenses															
Engineering and Admin.	$ 6	$ 6	$ 6	$ 6	$ 6	$ 6	$ 18	$ -	$ 6	$ 18	$ 6	$ 12	$ -	$ 6	$ 88
SUBTOTAL	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 18**	**$ -**	**$ 6**	**$ 18**	**$ 6**	**$ 12**	**$ -**	**$ 6**	**$ 88**
TOTAL MAINTENANCE & INCIDENTAL COSTS	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 18**	**$ -**	**$ 6**	**$ 18**	**$ 6**	**$ 12**	**$ -**	**$ 6**	**$ 1,268**
Levy Adjustments															
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,148)
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BALANCE TO LEVY	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (1,148)**
Breakdown															
Non-Adjacent Lots	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (10%)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (20%)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Per Lot City Overhead	1	1	1	1	1	1	3	0	1	3	1	2	0	1	20
TOTAL LOTS	**1**	**1**	**1**	**1**	**1**	**1**	**3**	**0**	**1**	**3**	**1**	**2**	**0**	**1**	**20**
Non-Adjacent Rate per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ 1.00	$ -	$ -	$ -	$ -
Adjacent Rate (10%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (20%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Per Lot City Overhead	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
TOTAL ASSESSMENT ALLOWABLE	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 18.00**	**$ -**	**$ 6.00**	**$ 18.00**	**$ 6.00**	**$ 12.00**	**$ -**	**$ 6.00**	**$ 120.00**
Total # of Parcels	1	1	1	1	1	1	3	1	2	3	1	2	1	1	20
Total Parcels Levied	1	1	1	1	1	1	3	0	1	3	1	2	0	1	20

APPENDIX A
COST TABLE
ENGINEER'S REPORT
LANDSCAPE MAINTENANCE DISTRICT NO. 1, FY 2026-2027

District Name	Annexation L4-X	Annexation L5-A	Annexation L5-B	Annexation L5-C	Annexation L5-D	Annexation L5-E	Annexation L5-F	Annexation L5-G	Annexation L5-H	Annexation L6-A	Annexation L6-B	Annexation L6-C	Annexation L6-D	Annexation L6-E	Annexation L6-F
Description	PM 12022	MS 188	MS 189	Tract 14556	CRA 611	MS 196	MS 195	CRA 615	CRA 536	CRA 517	CRA 628	CRA 624	CRA 305	Tract 13575	CUP 550
Parcel Numbers	APN 169-212-17 THRU 27	APN 292-153-24 THRU 27	APN 292-441-11 THRU 15	APN 176-441-18 THRU 27	0174-241-31	APN 292-331-15 & 16	APN 294-091-47 & 48	APN 292-157-31	APN 292-381-17	APN 169-321-01 & 02	APN 292-310-07	APN 169-281-39	APN 167-271-61	APN 1212-201-01 THRU 27	APN 292-165-15
Maintenance															
Contract Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 550	$ -
Repair Beyond Contract	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
Water & Electric	$ -	$ -	$ -	$ 180	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 925	$ -
Field Inspections	$ -	$ -	$ -	$ 350	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ 200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ 730**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,475**	**$ -**
Incidental Expenses															
Engineering and Admin.	$ 66	$ 24	$ 30	$ 85	$ 12	$ 12	$ 12	$ 6	$ -	$ 12	$ 6	$ 6	$ 6	$ 119	$ 6
SUBTOTAL	**$ 66**	**$ 24**	**$ 30**	**$ 85**	**$ 12**	**$ 12**	**$ 12**	**$ 6**	**$ -**	**$ 12**	**$ 6**	**$ 6**	**$ 6**	**$ 119**	**$ 6**
TOTAL MAINTENANCE & INCIDENTAL COSTS	**$ 66**	**$ 24**	**$ 30**	**$ 815**	**$ 12**	**$ 12**	**$ 12**	**$ 6**	**$ -**	**$ 12**	**$ 6**	**$ 6**	**$ 6**	**$ 1,594**	**$ 6**
Levy Adjustments															
Fund Collection	$ -	$ -	$ -	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,432)	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BALANCE TO LEVY	**$ -**	**$ -**	**$ -**	**$ 0**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (1,432)**	**$ -**
Breakdown															
Non-Adjacent Lots	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (10%)	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (20%)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Per Lot City Overhead	11	4	5	0	2	2	2	1	0	2	1	1	1	27	1
TOTAL LOTS	**11**	**4**	**5**	**10**	**2**	**2**	**2**	**1**	**0**	**2**	**1**	**1**	**1**	**27**	**1**
Non-Adjacent Rate per Lot	$ -	$ -	$ -	$ 78.37	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (10%) per Lot	$ -	$ -	$ -	$ 86.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (20%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Per Lot City Overhead	$ 6.00	$ 6.00	$ 6.00	$ -	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
TOTAL ASSESSMENT ALLOWABLE	**$ 66.00**	**$ 24.00**	**$ 30.00**	**$ 815.02**	**$ 12.00**	**$ 12.00**	**$ 12.00**	**$ 6.00**	**$ -**	**$ 12.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 162.00**	**$ 6.00**
Total # of Parcels	11	4	5	10	2	2	2	1	1	2	1	1	1	27	1
Total Parcels Levied	11	4	5	10	2	2	2	1	0	2	1	1	1	27	1

District Name	Annexation L6-G	Annexation L6-H	Annexation L6-I	Annexation L6-J	Annexation L7-A	Annexation L7-B	Annexation L7-C	Annexation L7-D	Annexation L7-E	Annexation L7-F	Annexation L7-G	Annexation L7-H	Annexation L7-I	Annexation L8-A	Annexation L8-B
Description	CRA 623	CUP 542	Tract 16310	MS 201	MS 213	MS 211	CUP 559	CRA 636	CRA 546	CRA 641	CRA 640	CUP 562	CUP 548	CRA 637	Tract 10179
Parcel Numbers	APN 292-381-08	APN 292-064-13, 17, 21 THRU 27	APN 173-052-31 THRU 42 & APN 173-062-01 THRU 39	APN 171-341-33	APN 172-301-14 THRU 17	APN 292-201-36, 37, 38 changed to 292-201-37, -39, and -40	APN 171-202-30	APN 169-043-14	APN 292-192-11	APN 292-310-36	APN 169-301-08, 10, 11	APN 292-064-17	APN 169-313-16	APN 169-281-23	APN 167-861-37 THRU 54, APN 167-851-39 THRU 56
Maintenance															
Contract Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair Beyond Contract	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water & Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Field Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Incidental Expenses															
Engineering and Admin.	$ 6	$ 54	$ 300	$ 6	$ 24	$ 18	$ 6	$ 6	$ 6	$ 6	$ 18	$ -	$ 6	$ -	$ 216
SUBTOTAL	**$ 6**	**$ 54**	**$ 300**	**$ 6**	**$ 24**	**$ 18**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 18**	**$ -**	**$ 6**	**$ -**	**$ 216**
TOTAL MAINTENANCE & INCIDENTAL COSTS	**$ 6**	**$ 54**	**$ 300**	**$ 6**	**$ 24**	**$ 18**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 18**	**$ -**	**$ 6**	**$ -**	**$ 216**
Levy Adjustments															
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BALANCE TO LEVY	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Breakdown															
Non-Adjacent Lots	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (10%)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (20%)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Per Lot City Overhead	1	9	50	1	4	3	1	1	1	1	3	0	1	1	36
TOTAL LOTS	**1**	**9**	**50**	**1**	**4**	**3**	**1**	**1**	**1**	**1**	**3**	**0**	**1**	**1**	**36**
Non-Adjacent Rate per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (10%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (20%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Per Lot City Overhead	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ -	$ 6.00
TOTAL ASSESSMENT ALLOWABLE	**$ 6.00**	**$ 54.00**	**$ 300.00**	**$ 6.00**	**$ 24.00**	**$ 18.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 18.00**	**$ -**	**$ 6.00**	**$ -**	**$ 216.00**
Total # of Parcels	1	9	51	1	4	3	1	1	1	1	3	1	1	1	36
Total Parcels Levied	1	9	50	1	4	3	1	1	1	1	3	0	1	0	36

APPENDIX A
COST TABLE
ENGINEER'S REPORT
LANDSCAPE MAINTENANCE DISTRICT NO. 1, FY 2026-2027

District Name	Annexation L8-C	Annexation L8-D	Annexation L8-E	Annexation L9-A	Annexation L9-B	Annexation L10-A	Annexation L10-B	Annexation L10-C	Annexation L10-D	Annexation L10-E	Annexation L10-F	Annexation L10-G	Annexation L10-H	Annexation L11-A
Description	CUP 574	CRA 642	MS 216 B	CRA 648	CUP 581	CRA 658	CRA 639	CRA 652	CUP 602	CUP 590	CUP 577	CUP 541	Tract 14790-1	CRA 664
Parcel Numbers	APN 171-202-33	APN 292-154-12	APN 174-021-41, 42	APN 292-157-16	APN171-203-13	APN 292-202-17 & 18	APN 292-152-39, 32	APN 292-063-45	APN 292-063-48, -52, -53	APN 171-332-30	APN 1212-041-01	APN 174-261-15	Multiple APNs	APN 292-341-24 & 25
Maintenance														
Contract Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair Beyond Contract	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water & Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Field Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Incidental Expenses														
Engineering and Admin.	$ 6	$ 6	$ 12	$ 6	$ 6	$ 12	$ 6	$ 6	$ -	$ 6	$ 6	$ 6	$ 240	$ 12
SUBTOTAL	**$ 6**	**$ 6**	**$ 12**	**$ 6**	**$ 6**	**$ 12**	**$ 6**	**$ 6**	**$ -**	**$ 6**	**$ 6**	**$ 6**	**$ 240**	**$ 12**
TOTAL MAINTENANCE & INCIDENTAL COSTS	**$ 6**	**$ 6**	**$ 12**	**$ 6**	**$ 6**	**$ 12**	**$ 6**	**$ 6**	**$ -**	**$ 6**	**$ 6**	**$ 6**	**$ 240**	**$ 12**
Levy Adjustments														
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BALANCE TO LEVY	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Breakdown														
Non-Adjacent Lots	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (10%)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (20%)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Per Lot City Overhead	1	1	2	1	1	2	1	1	0	1	1	1	40	2
TOTAL LOTS	**1**	**1**	**2**	**1**	**1**	**2**	**1**	**1**	**0**	**1**	**1**	**1**	**40**	**2**
Non-Adjacent Rate per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (10%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (20%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Per Lot City Overhead	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ -	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
TOTAL ASSESSMENT ALLOWABLE	**$ 6.00**	**$ 6.00**	**$ 12.00**	**$ 6.00**	**$ 6.00**	**$ 12.00**	**$ 6.00**	**$ 6.00**	**$ -**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 240.00**	**$ 12.00**
Total # of Parcels	1	1	2	1	1	2	2	1	1	1	1	1	40	2
Total Parcels Levied	1	1	2	1	1	2	1	1	0	1	1	1	40	2

District Name	Annexation L11-B	Annexation L11-C	Annexation L12-A	Annexation L12-B	Annexation L12-C	Annexation L12-D	Annexation L12-E	Annexation L12-F	Annexation L12-G	Annexation L12-H	Annexation L12-I	Annexation L12-J
Description	CRA 666	Tract 11535	Tract 7202	Tract 7202	Tract 7202	Tract 7202	Tract 7202	Tract 15589	CUP 620	CUP 617	CRA 668	CRA 670
Parcel Numbers	APN 292-158-15	APN 292-351-08	APN 176-402-09	APN176-402-08	APN 176-402-07	APN 176-402-06	APN 176-402-04	APN 293-421-01 THRU 45	APN 292-251-10	APN292-033-13	APN 292-341-17	APN 292-157-20
Maintenance												
Contract Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair Beyond Contract	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water & Electric	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Field Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Incidental Expenses												
Engineering and Admin.	$ 6	$ 6	$ 6	$ 6	$ 6	$ 6	$ 6	$ 270	$ 6	$ 6	$ 6	$ 6
SUBTOTAL	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 270**	**$ 6**	**$ 6**	**$ 6**	**$ 6**
TOTAL MAINTENANCE & INCIDENTAL COSTS	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 6**	**$ 270**	**$ 6**	**$ 6**	**$ 6**	**$ 6**
Levy Adjustments												
Fund Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BALANCE TO LEVY	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Breakdown												
Non-Adjacent Lots	0	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (10%)	0	0	0	0	0	0	0	0	0	0	0	0
Adjacent Lots (20%)	0	0	0	0	0	0	0	0	0	0	0	0
Per Lot City Overhead	1	1	1	1	1	1	1	45	1	1	1	1
TOTAL LOTS	**1**	**1**	**1**	**1**	**1**	**1**	**1**	**45**	**1**	**1**	**1**	**1**
Non-Adjacent Rate per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (10%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjacent Rate (20%) per Lot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Per Lot City Overhead	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
TOTAL ASSESSMENT ALLOWABLE	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 270.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**	**$ 6.00**
Total # of Parcels	1	1	1	1	1	1	1	45	1	1	1	1
Total Parcels Levied	1	1	1	1	1	1	1	45	1	1	1	1

APPENDIX A
COST TABLE
ENGINEER'S REPORT
LANDSCAPE MAINTENANCE DISTRICT NO. 1, FY 2026-2027

District Name	Annexation L12-K	Annexation L12-L	Annexation L12-M	TOTALS
Description	MS 235	MS 221	CRA 661	
Parcel Numbers	Multiple APNs	APN 174-281-33, -34, -35, -37	APN 171-161-18	
Maintenance				
Contract Maintenance	$ -	$ -	$ -	**$ 11,273**
Repair Beyond Contract	$ -	$ -	$ -	**$ -**
Water & Electric	$ -	$ -	$ -	**$ 12,170**
Field Inspections	$ -	$ -	$ -	**$ 2,600**
Supplies	$ -	$ -	$ -	**$ 450**
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ 26,493**
Incidental Expenses				
Engineering and Admin.	$ -	$ 24	$ 6	**$ 5,155**
SUBTOTAL	**$ -**	**$ 24**	**$ 6**	**$ 5,155**
TOTAL MAINTENANCE & INCIDENTAL COSTS	**$ -**	**$ 24**	**$ 6**	**$ 31,648**
Levy Adjustments				
Fund Collection	$ -	$ -	$ -	**$ (2,864)**
General Fund Contribution	$ -	$ -	$ -	**$ -**
BALANCE TO LEVY	**$ -**	**$ -**	**$ -**	**$ (2,864)**
Breakdown				
Non-Adjacent Lots	0	0	0	**200**
Adjacent Lots (10%)	0	0	0	**27**
Adjacent Lots (20%)	0	0	0	**6**
Per Lot City Overhead	0	4	1	**345**
TOTAL LOTS	**0**	**4**	**1**	
Non-Adjacent Rate per Lot	$ -	$ -	$ -	
Adjacent Rate (10%) per Lot	$ -	$ -	$ -	
Adjacent Rate (20%) per Lot	$ -			
Per Lot City Overhead	$ 6.00	$ 6.00	$ 6.00	
TOTAL ASSESSMENT ALLOWABLE	**$ -**	**$ 24.00**	**$ 6.00**	**$ 28,784.34**
Total # of Parcels	21	4	1	**615**
Total Parcels Levied	0	4	1	**574**

APPENDIX B

DISTRICT DIAGRAM

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CITY OF REDLANDS
LANDSCAPE MAINTENANCE DISTRICT NO. 1

APPENDIX B - ASSESSMENT DIAGRAMS

Abbreviations

APN – Assessor's Parcel Number

CRA – Commission Review and Approval

CUP – Conditional Use Permit

MS – Minor Subdivision

PM – Parcel Map

TM – Tract Map

General comments

Each annexation has its own diagram.

North is up unless notated otherwise.

The assessor's parcel numbers are shown as a 9 digit number.

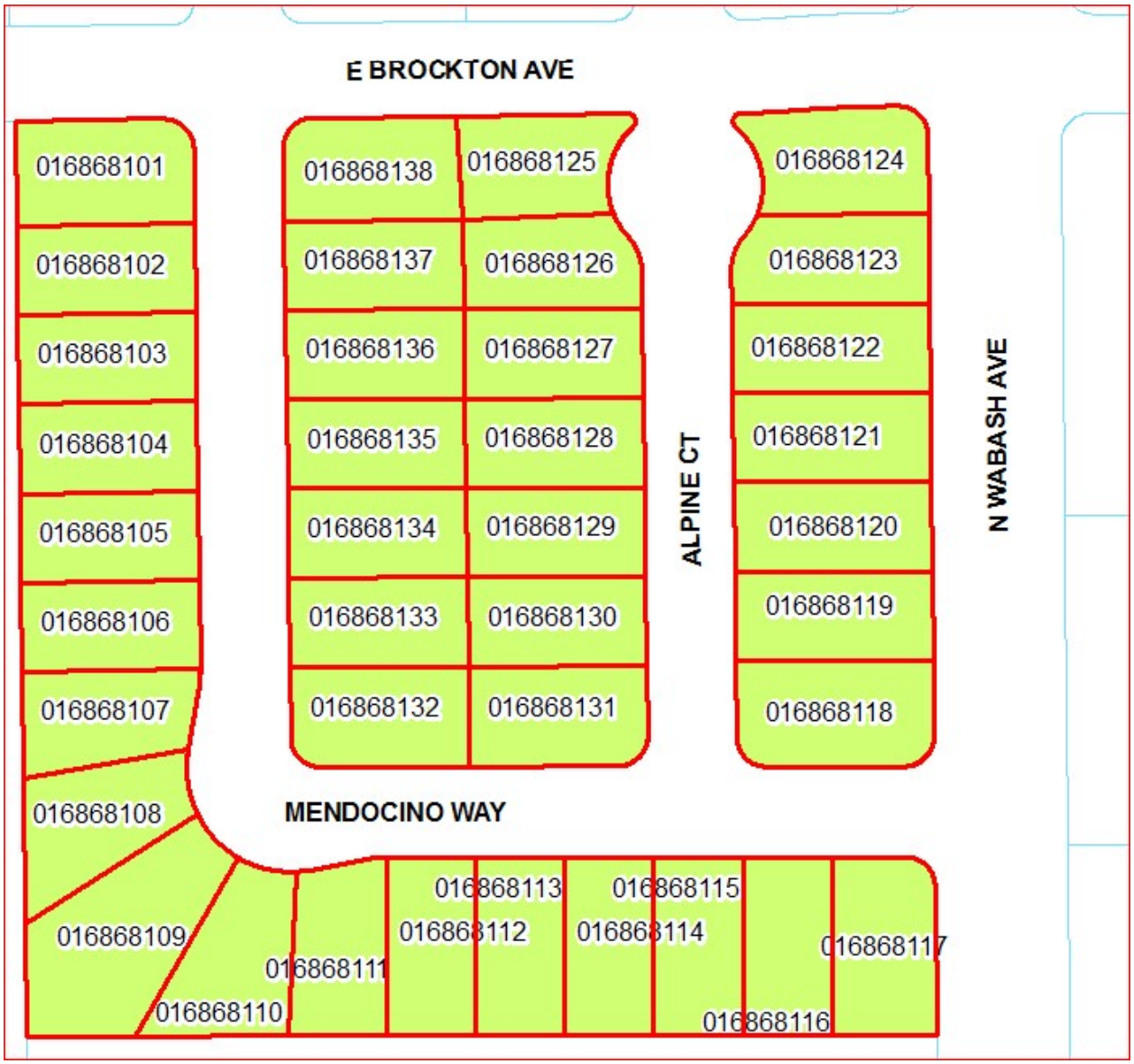
A dark red line delineates the boundary of each annexation.

A shaded background is typically used to indicate parcels within the Landscape Maintenance District.

Annexation #s

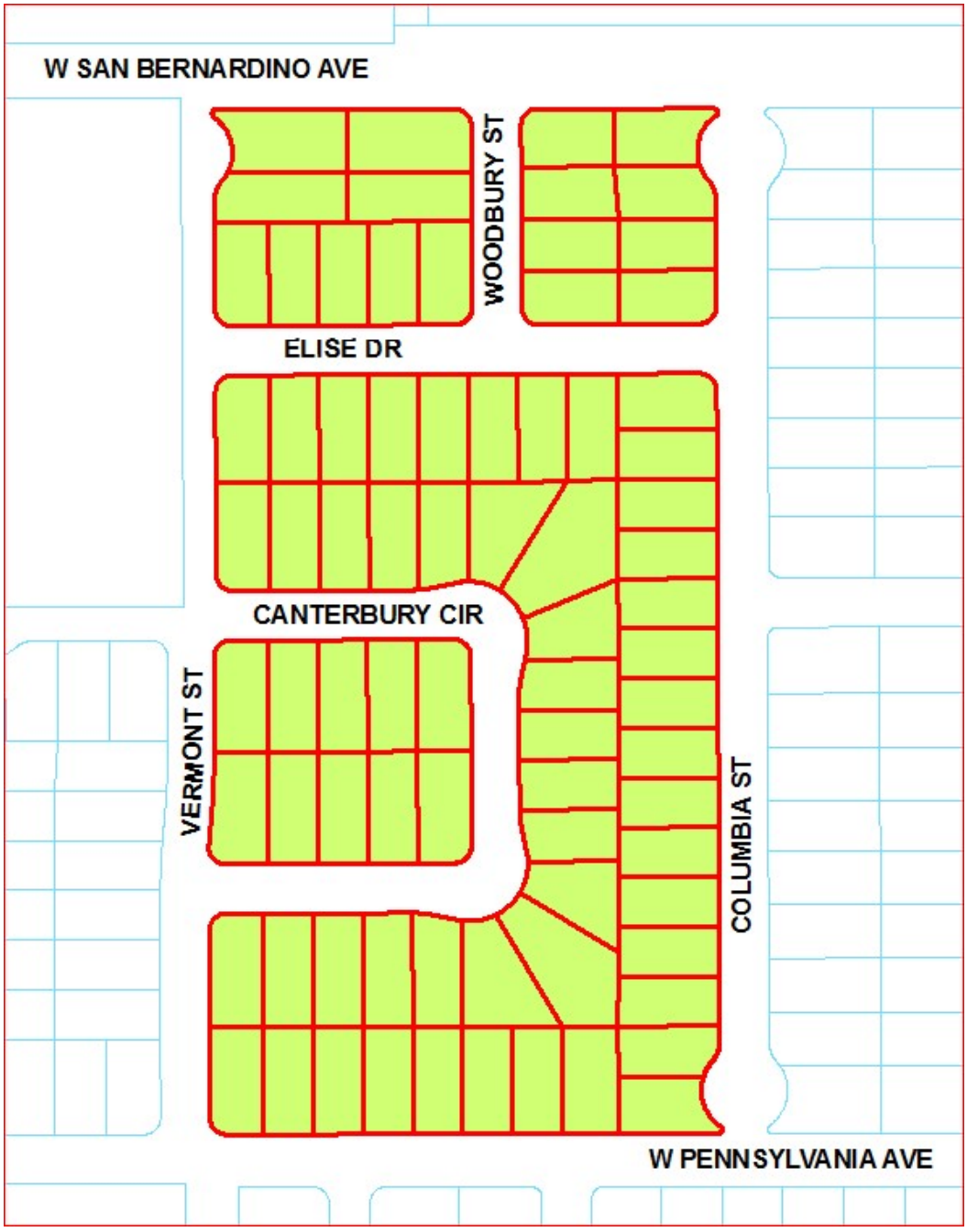
Original District A thru C
L1-A thru L1-B
L2-A
L3-A
L4-A thru L4-X
L5-A thru L5-H
L6-A thru L6-J
L7-A thru L7-I
L8-A thru L8-E
L9-A thru L9-B
L10-A thru L10-H
L11-A thru L11-C
L12-A thru L12-M

Initial District – A



Tract Map 13282

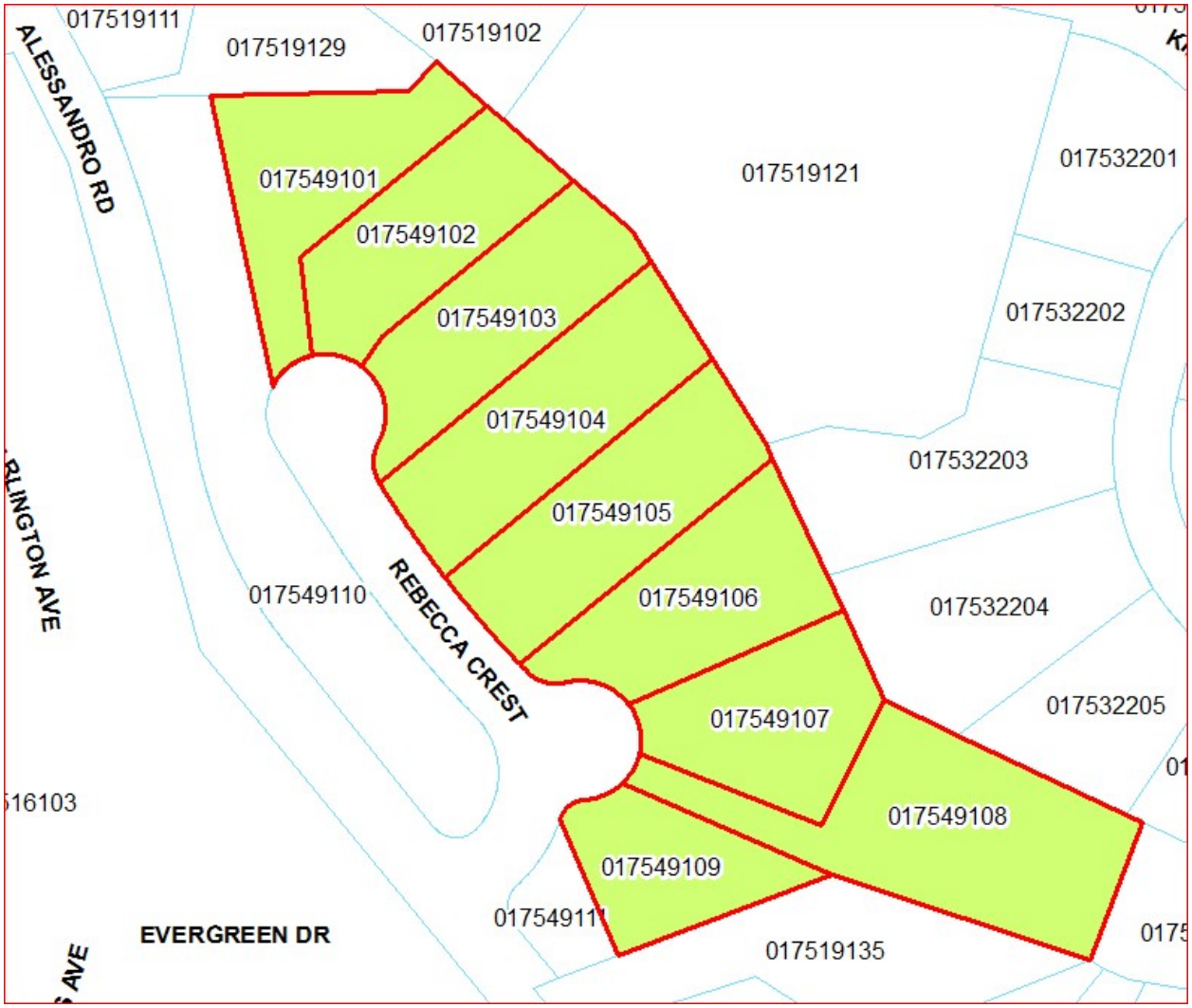
Initial District - B



Tract 13434

APN 167-802-01 thru 08, APN 167-803-01 thru -09, APN 167-804-01 thru -19, APN 167-823-01 thru 10, APN 167-824-01 thru -32,

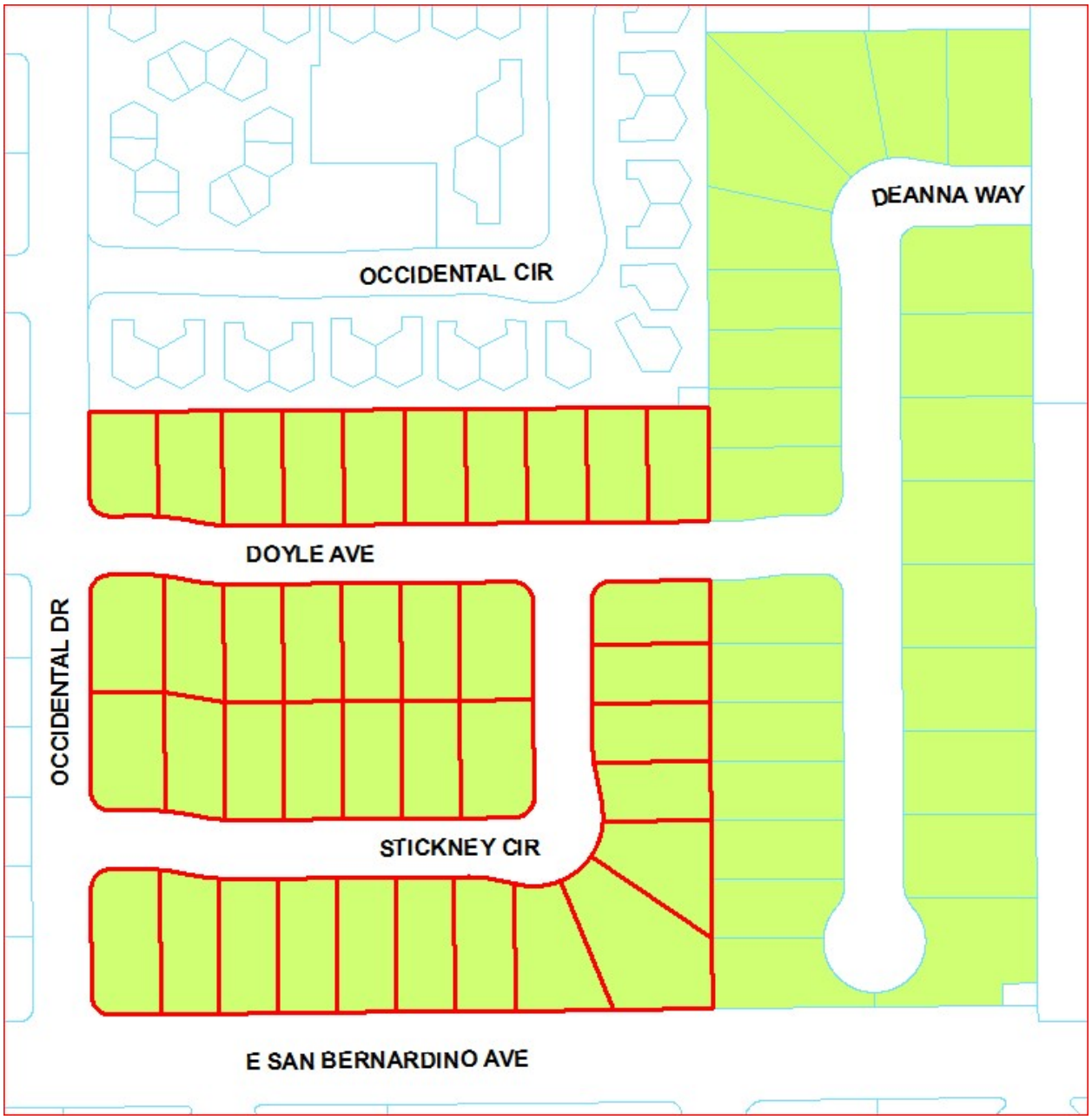
Initial District - C



Tract Map 13496

APN 0175-491-01 thru -09

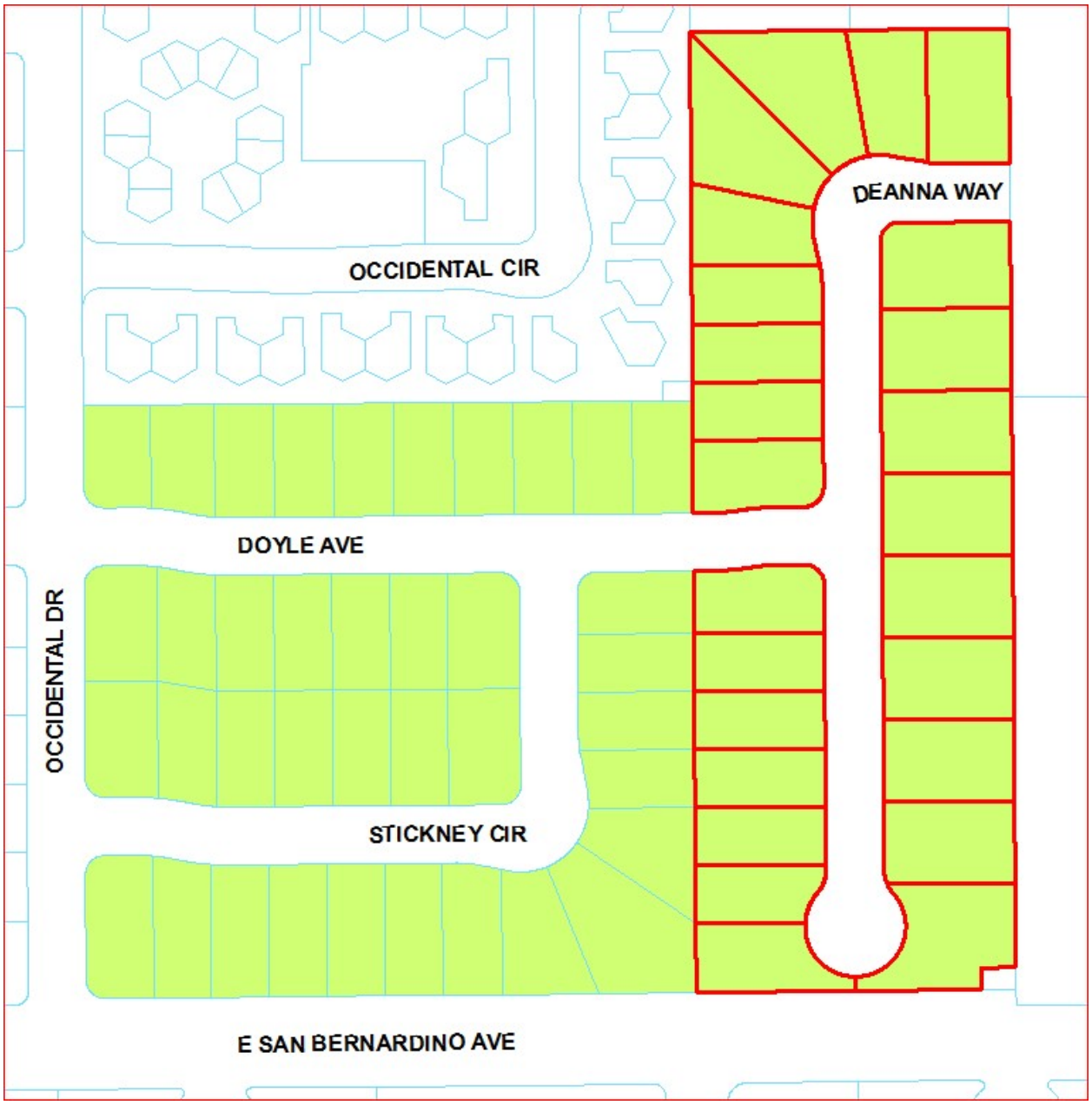
Annexation L1-A



Tract 13745

APN 1212-141-01 thru -38

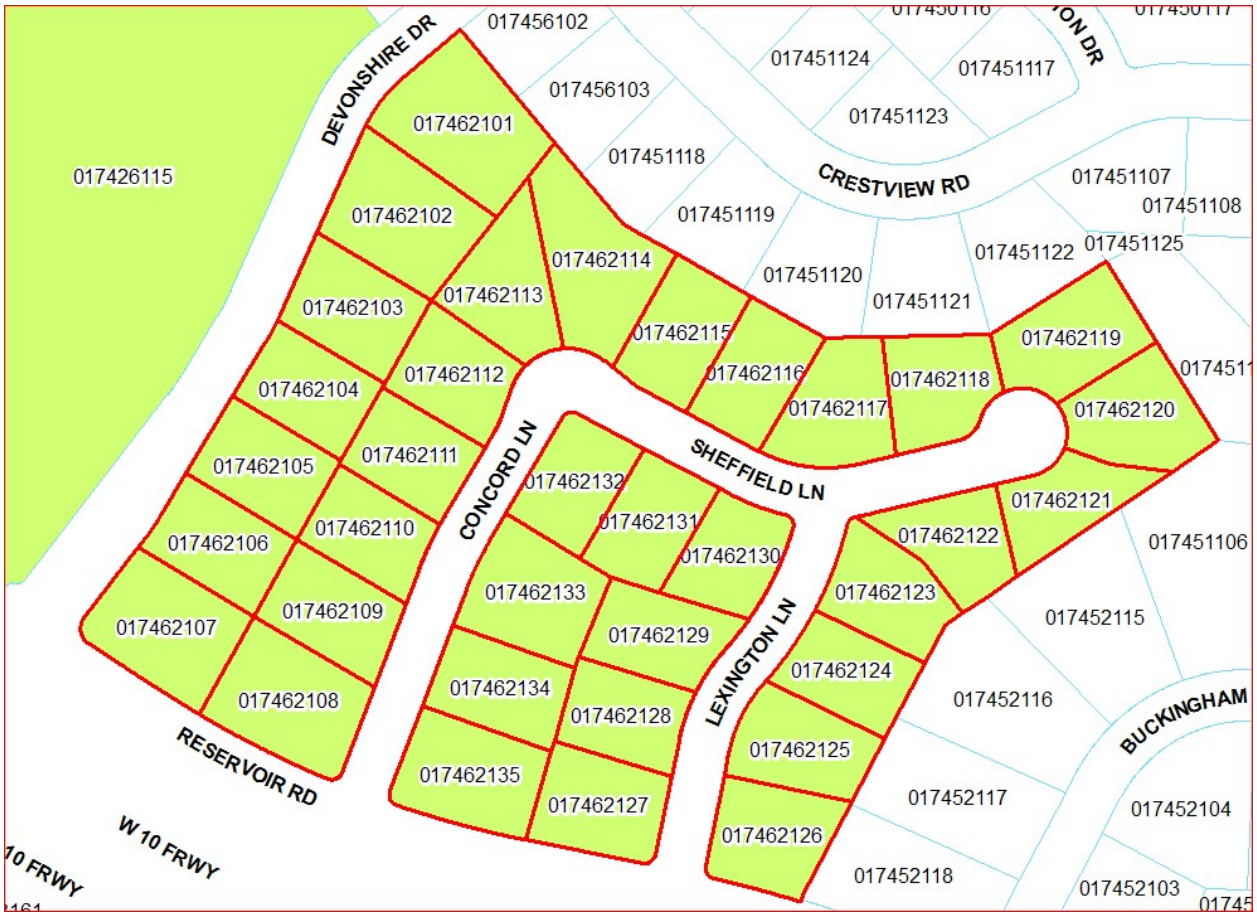
Annexation L1-B



Tract 13765

APN 1212-081-54 thru -62 and APN 1212-141-39 and -54

Annexation L2-A



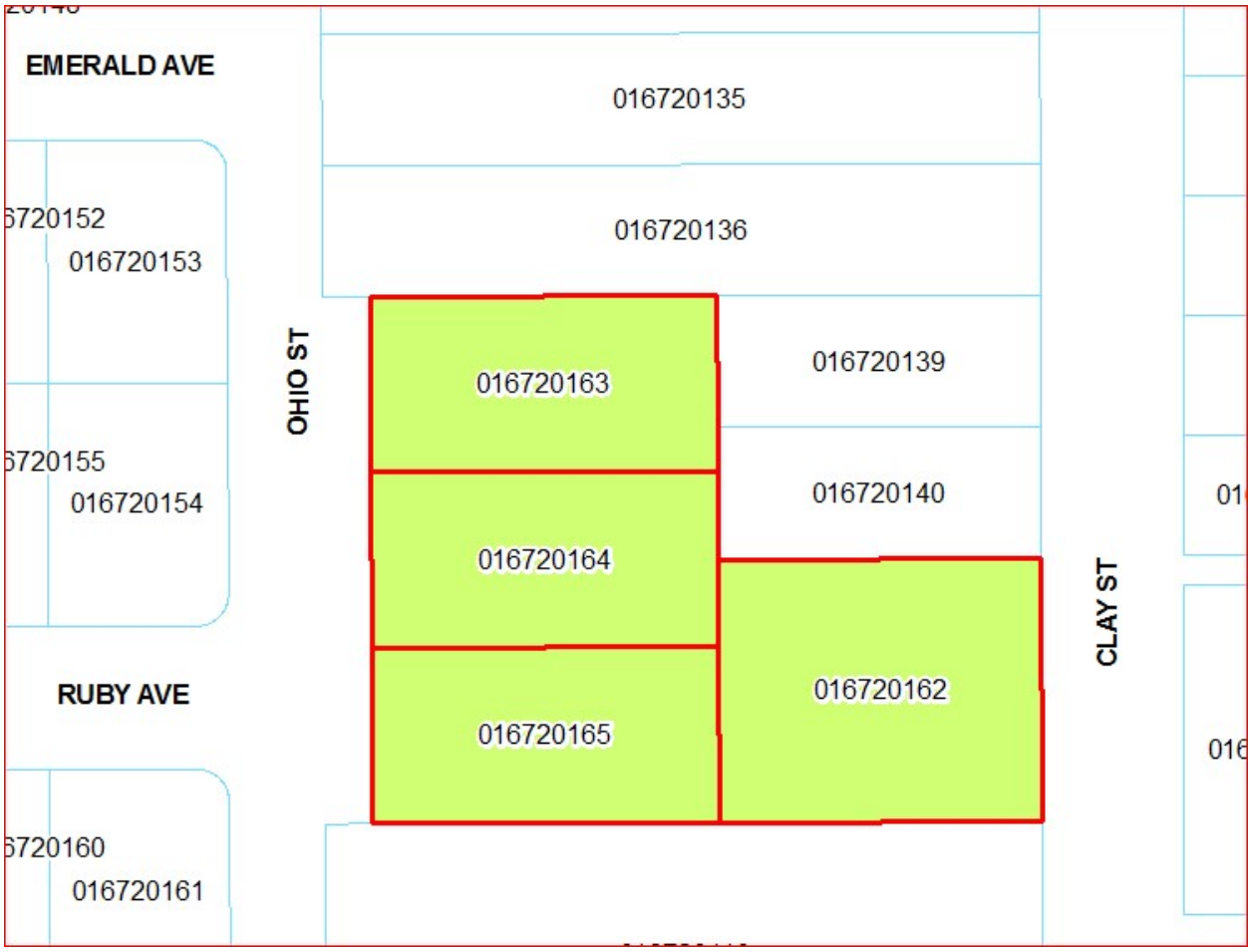
Tract 13947

Annexation L3-A



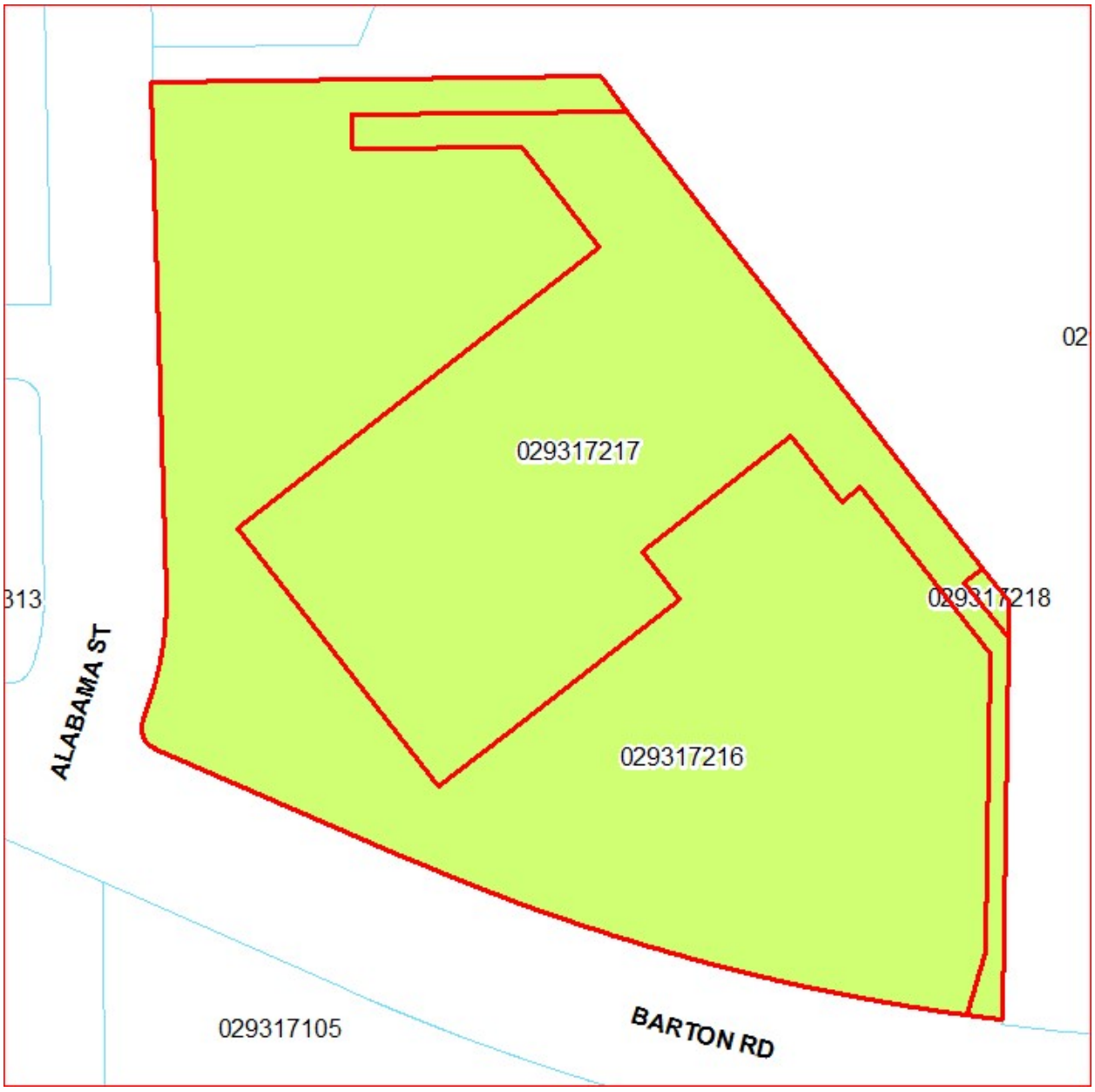
Parcel Map 11917

Annexation L4-A



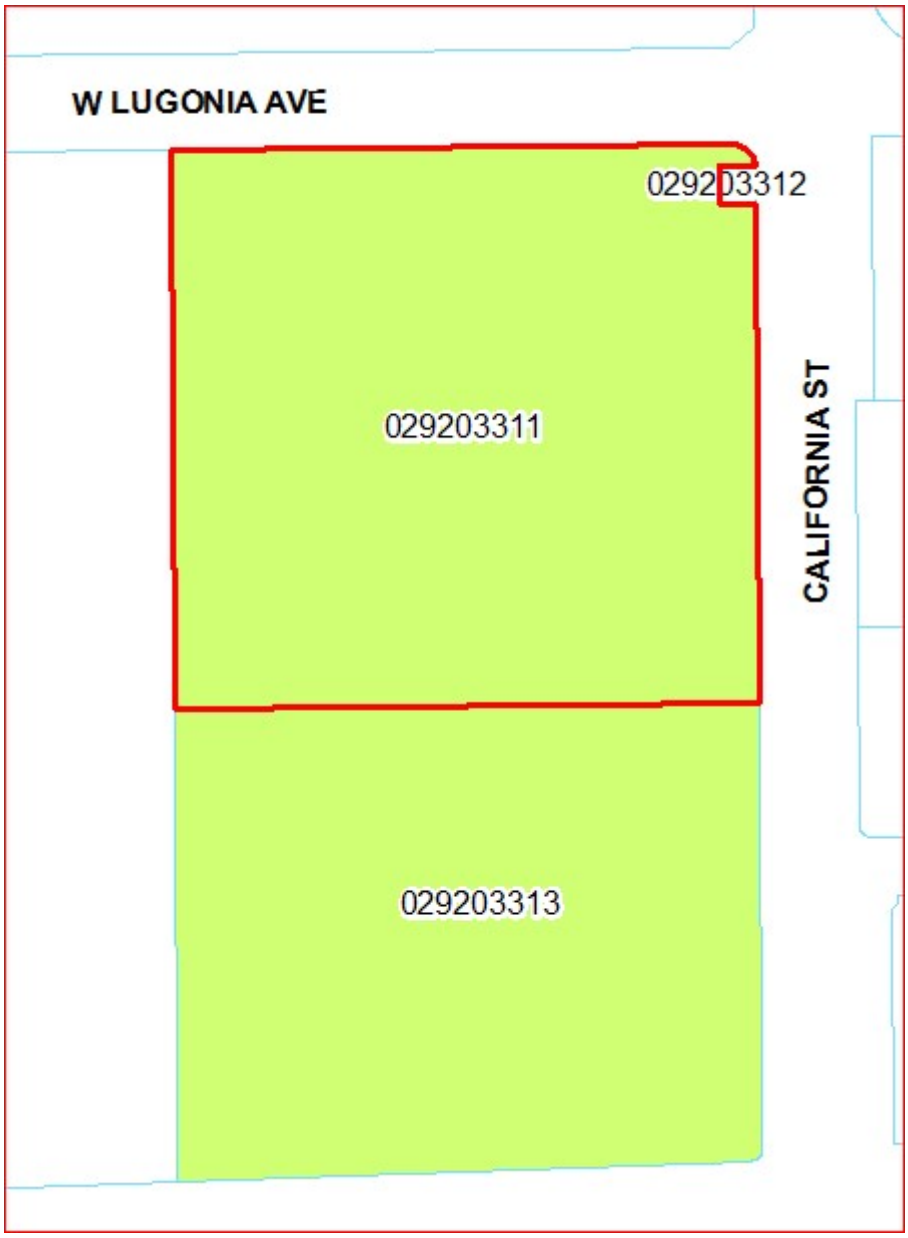
Parcel Map 12450

Annexation L4-B



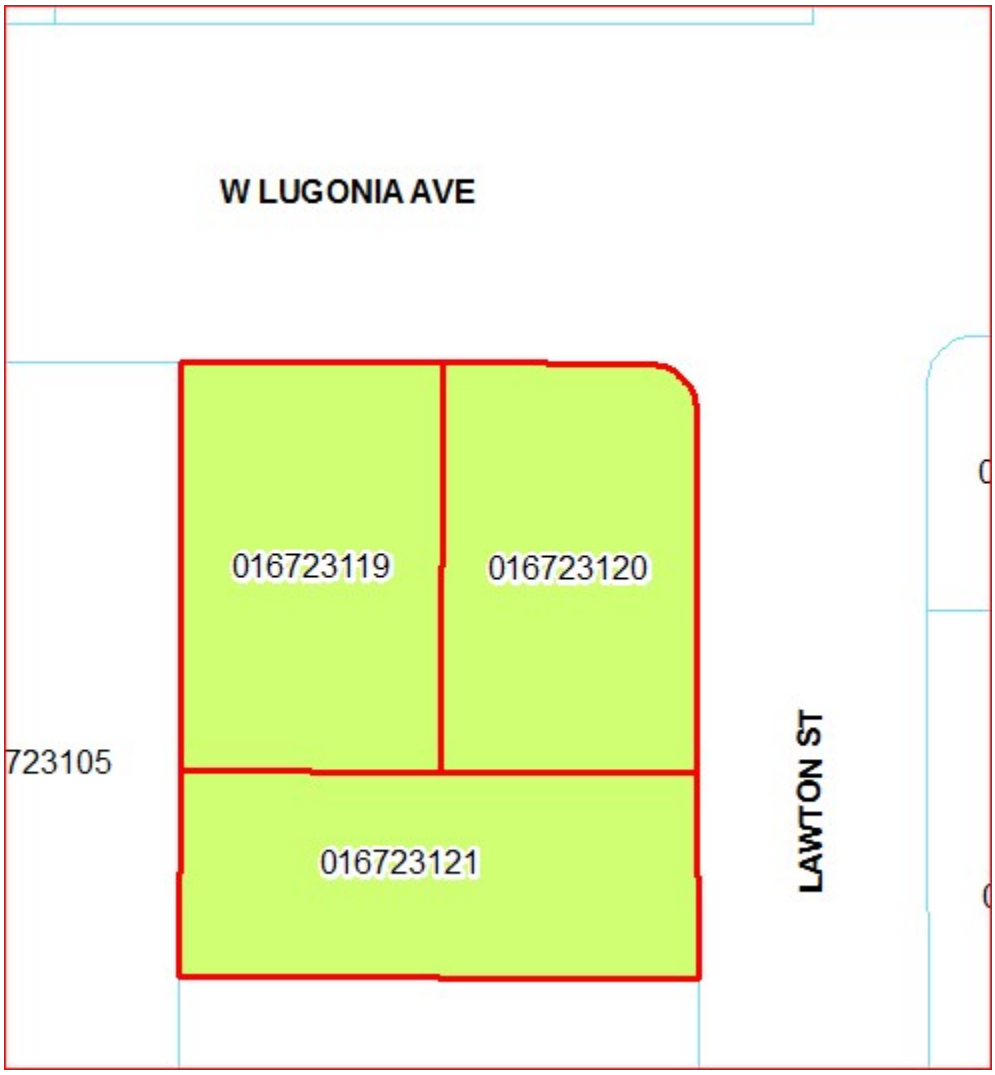
Parcel Map 11755

Annexation L4-C



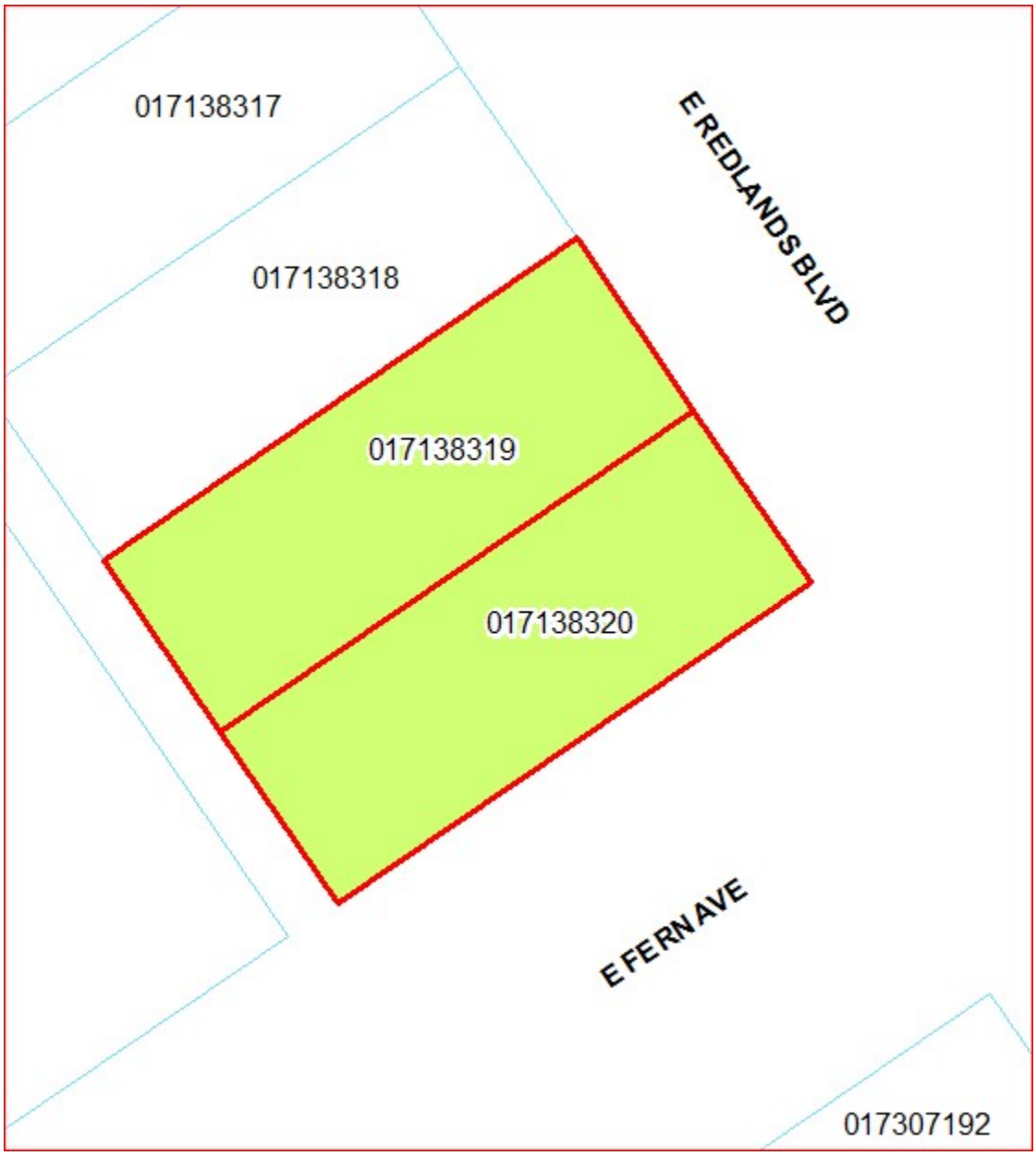
CUP 617

Annexation L4-D



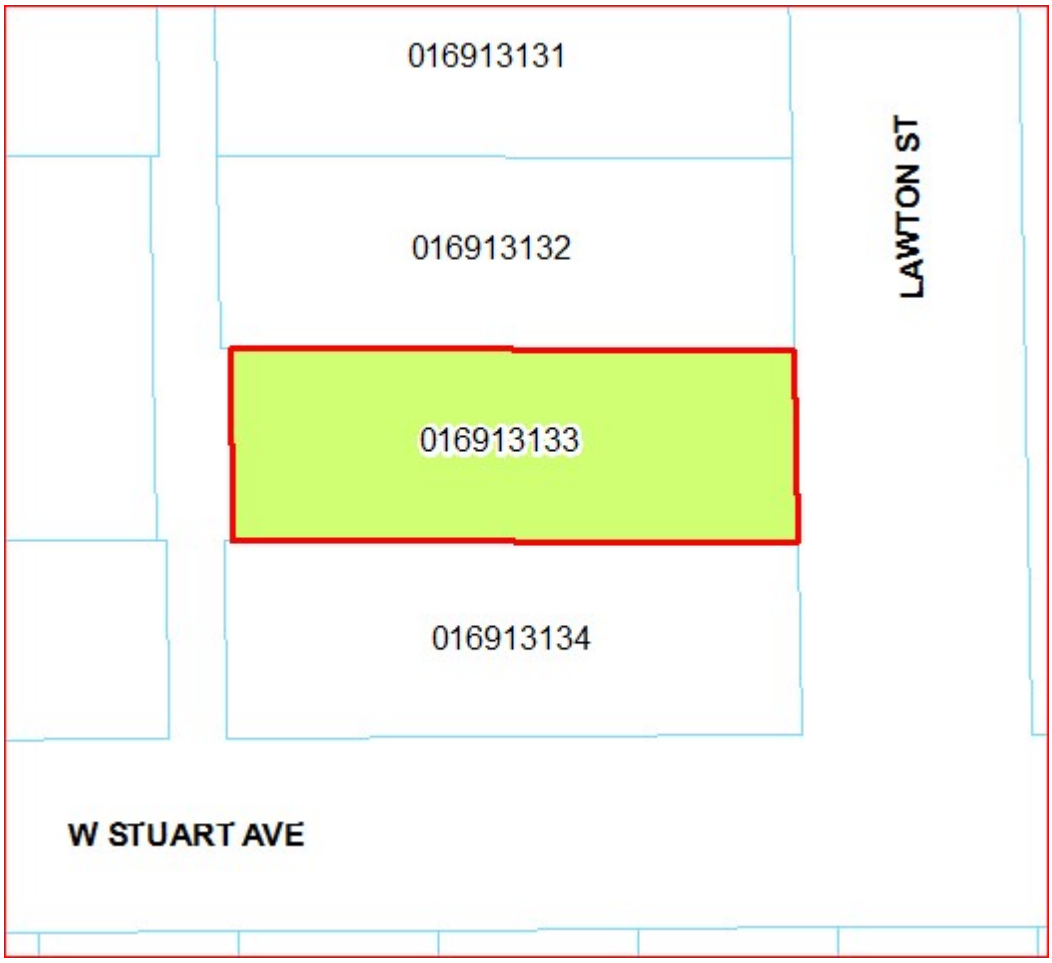
Parcel Map 12300

Annexation L4-E



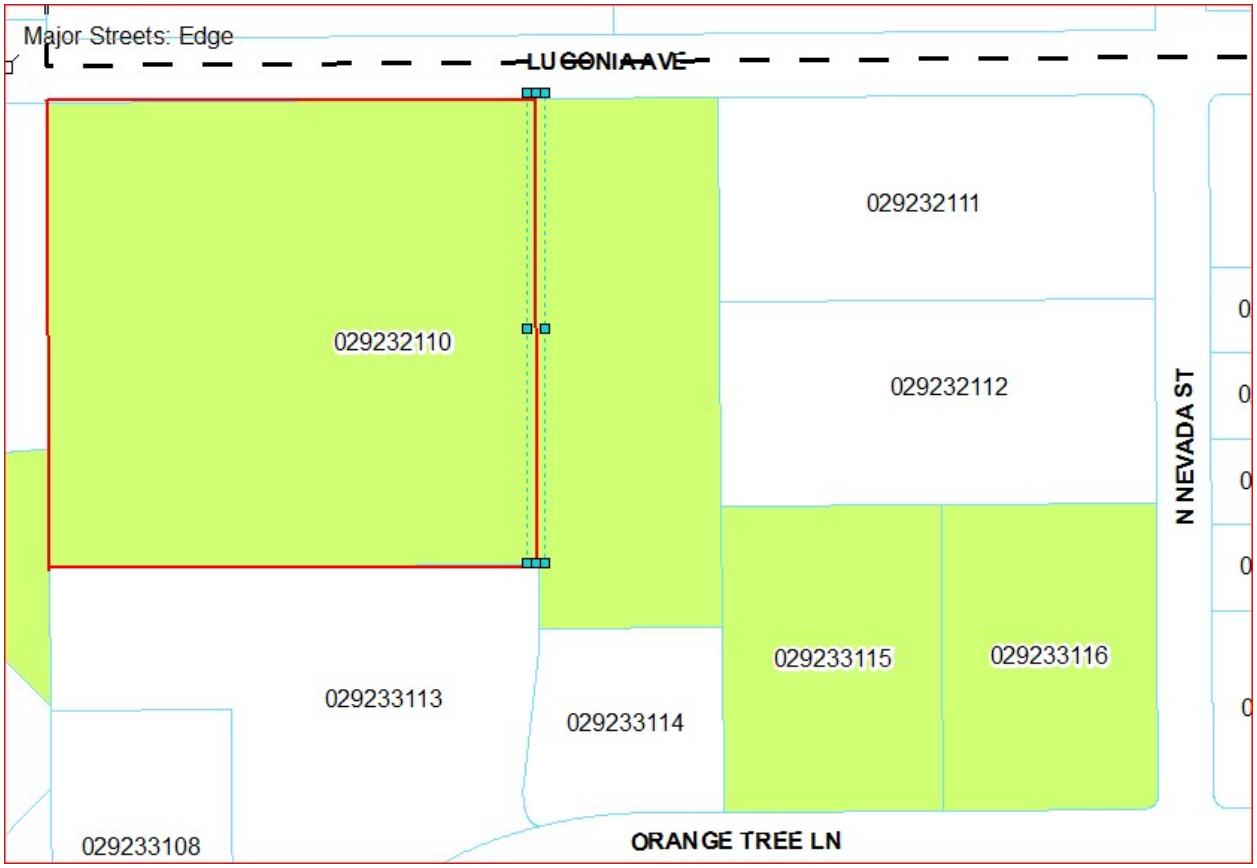
CUP 382

Annexation L4-F



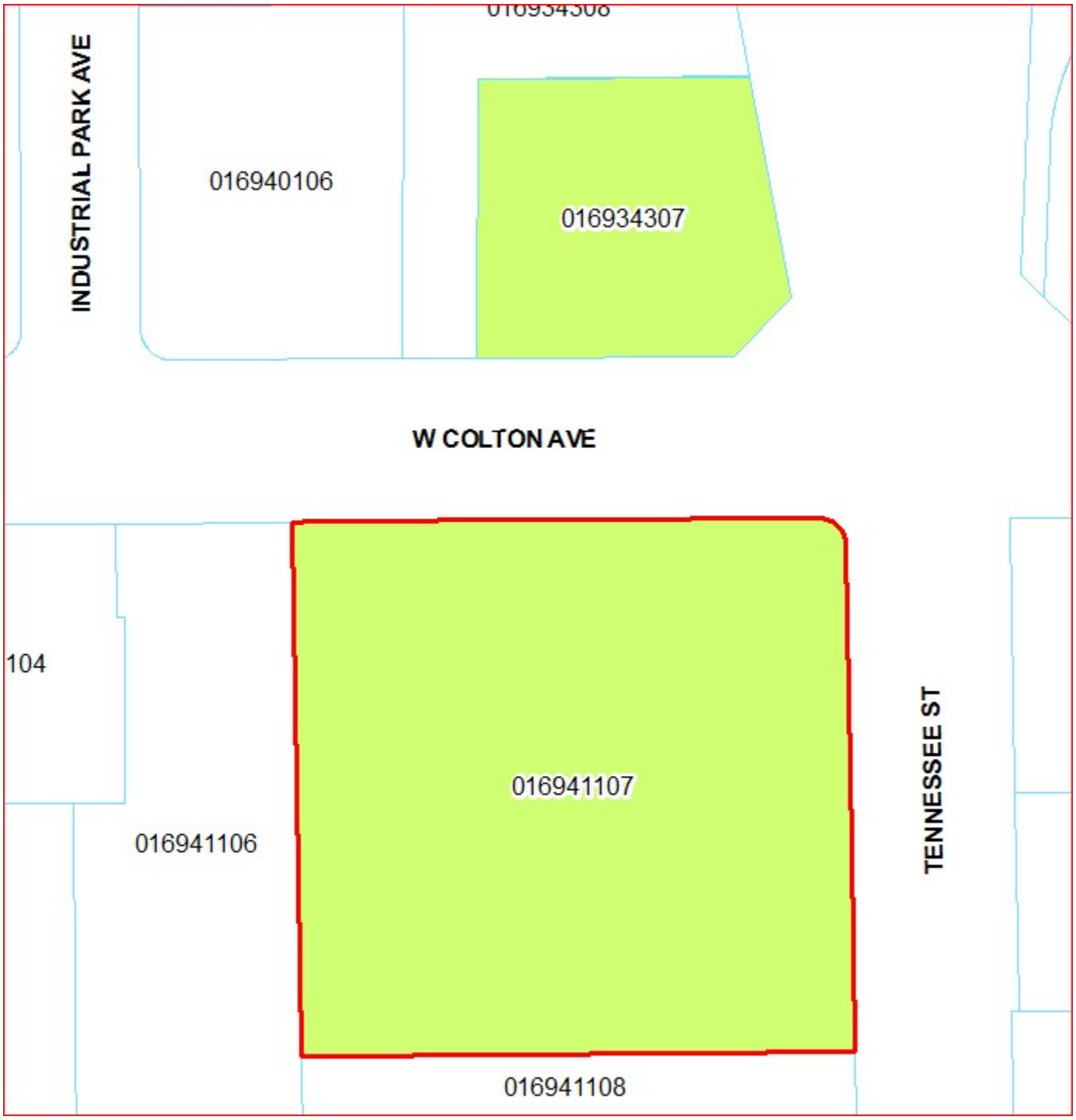
CRA 606

Annexation L4-G



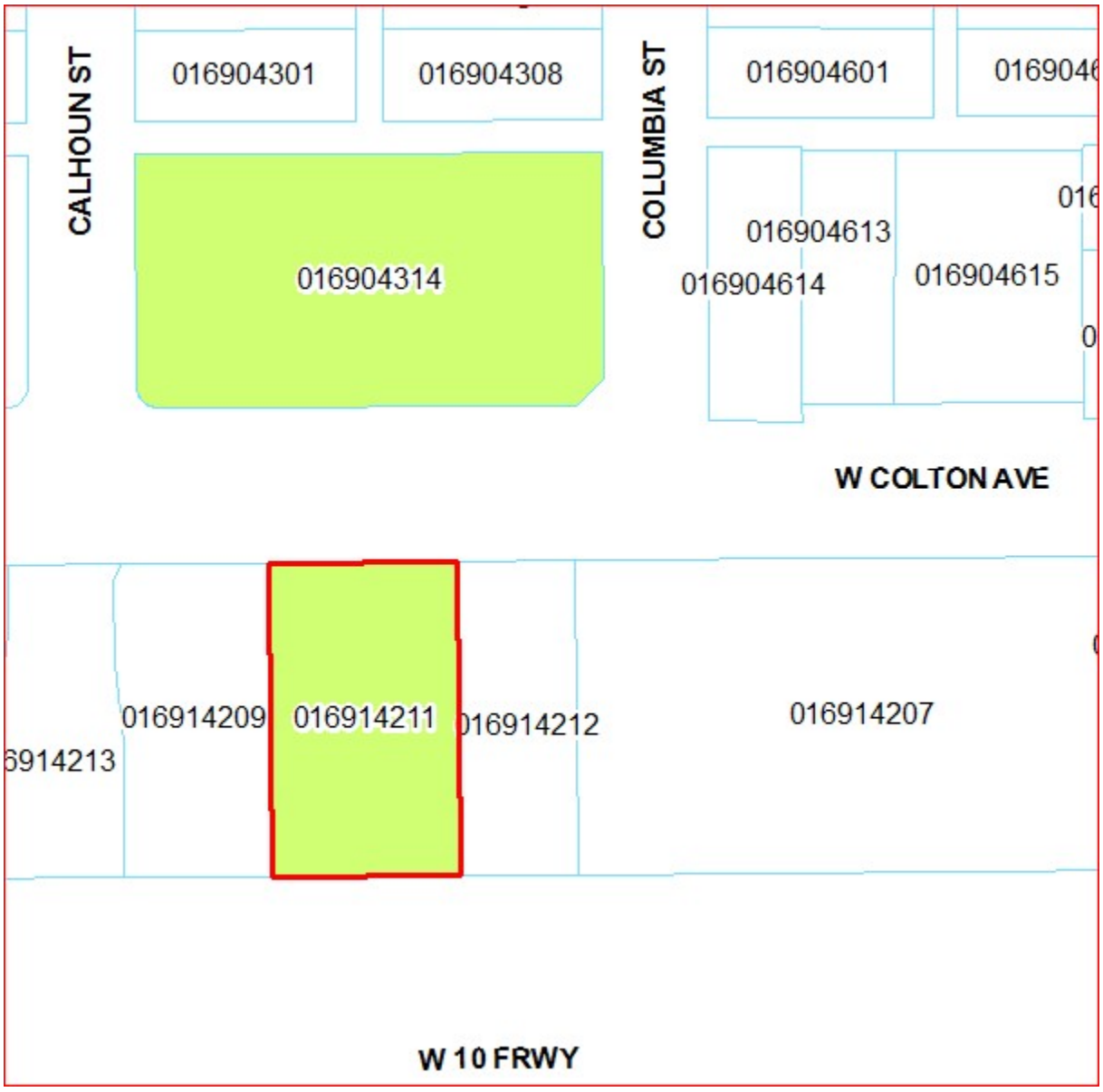
CRA 486

Annexation L4-H



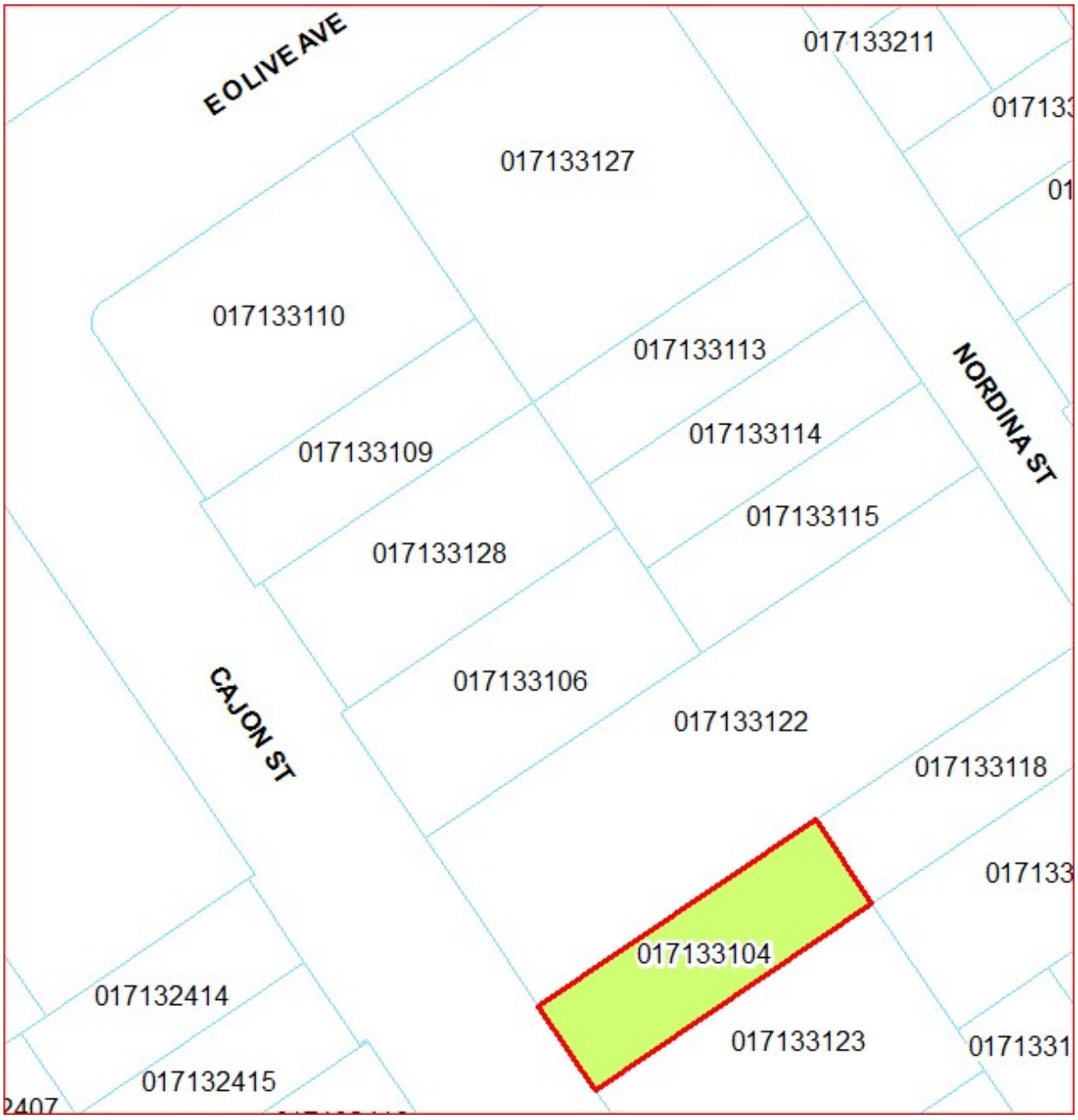
CUP 253

Annexation L4-I



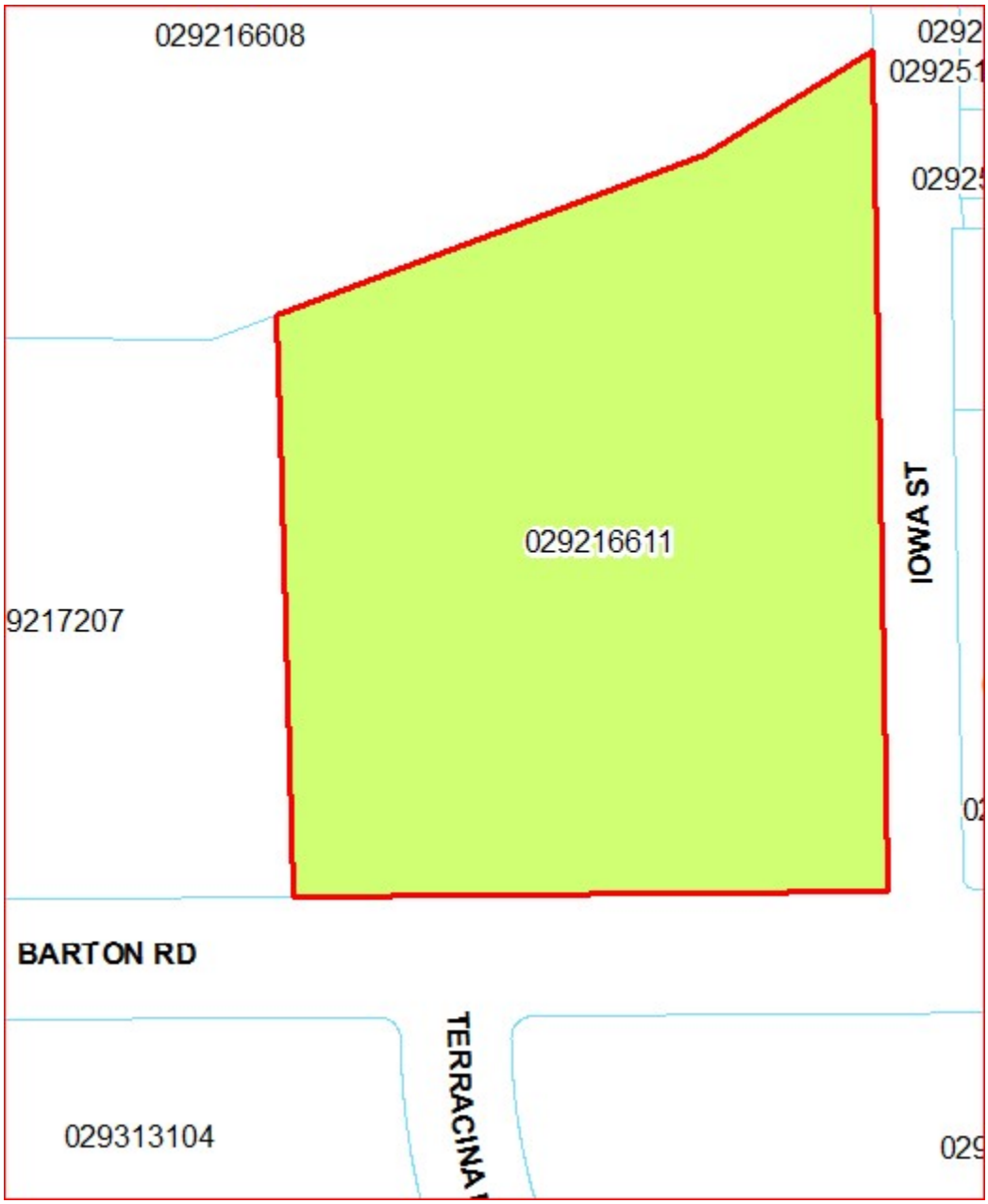
CRA 808

Annexation L4-J



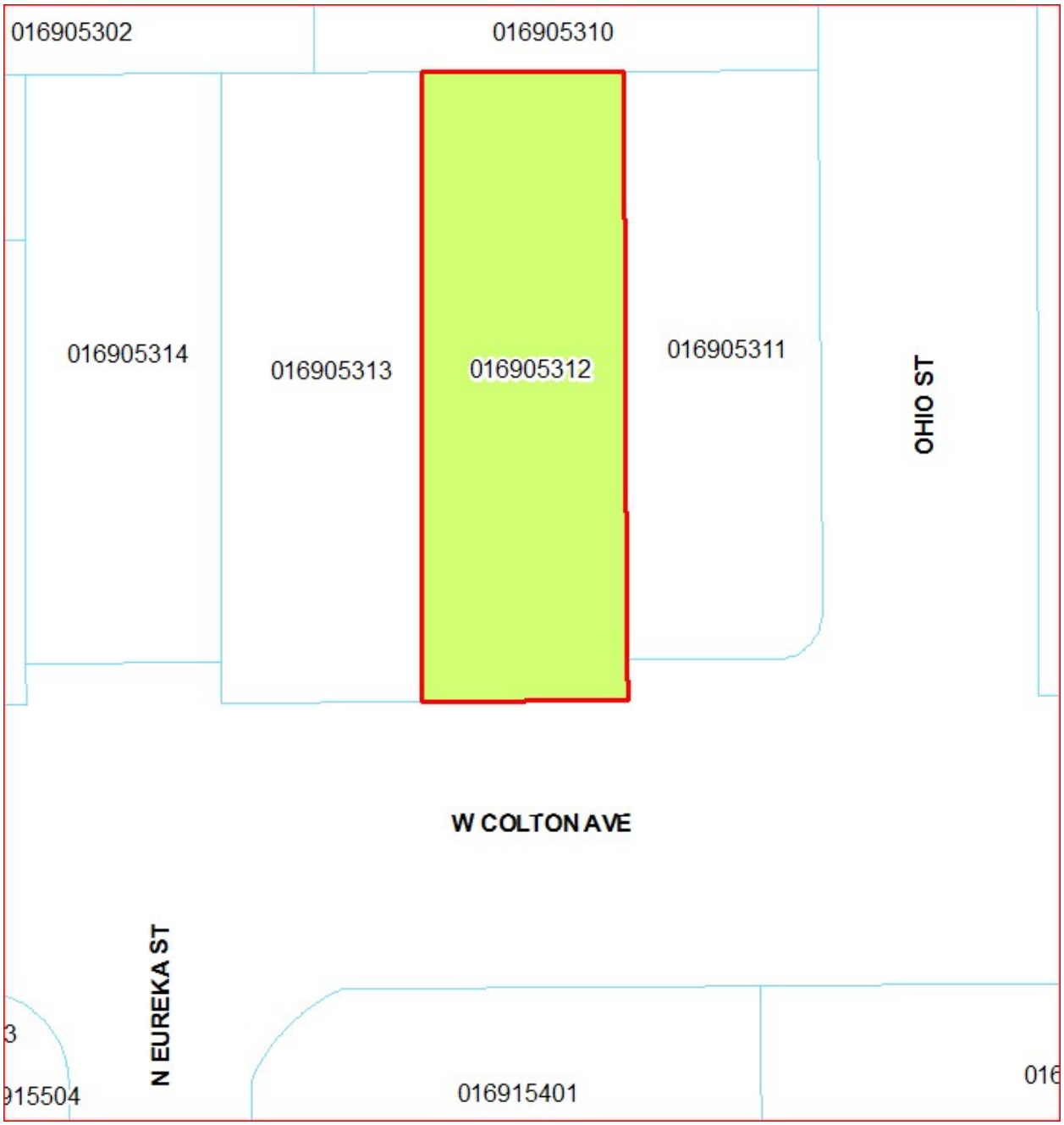
CUP 519

Annexation L4-K



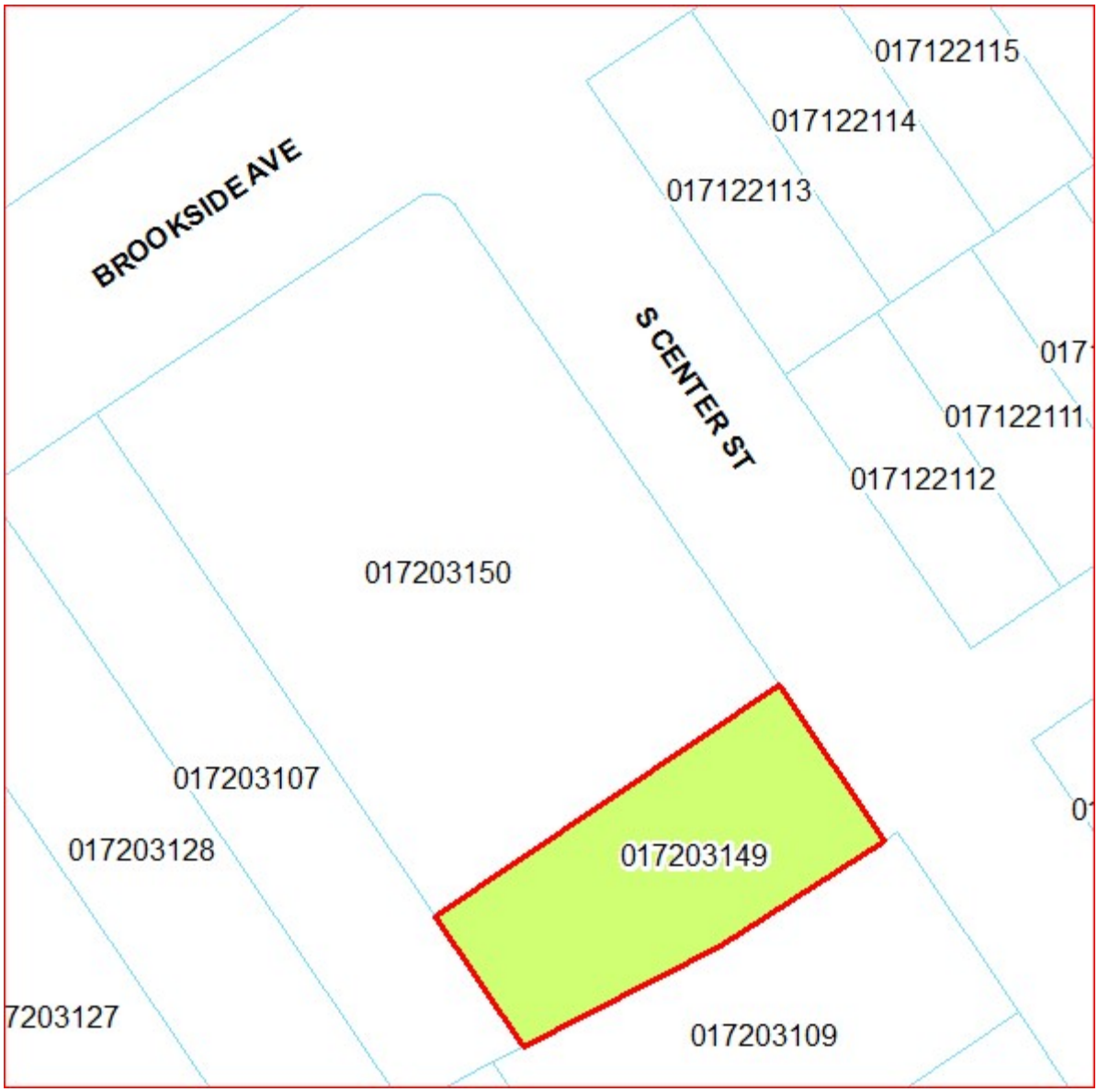
CUP 516

Annexation L4-L



CUP 518

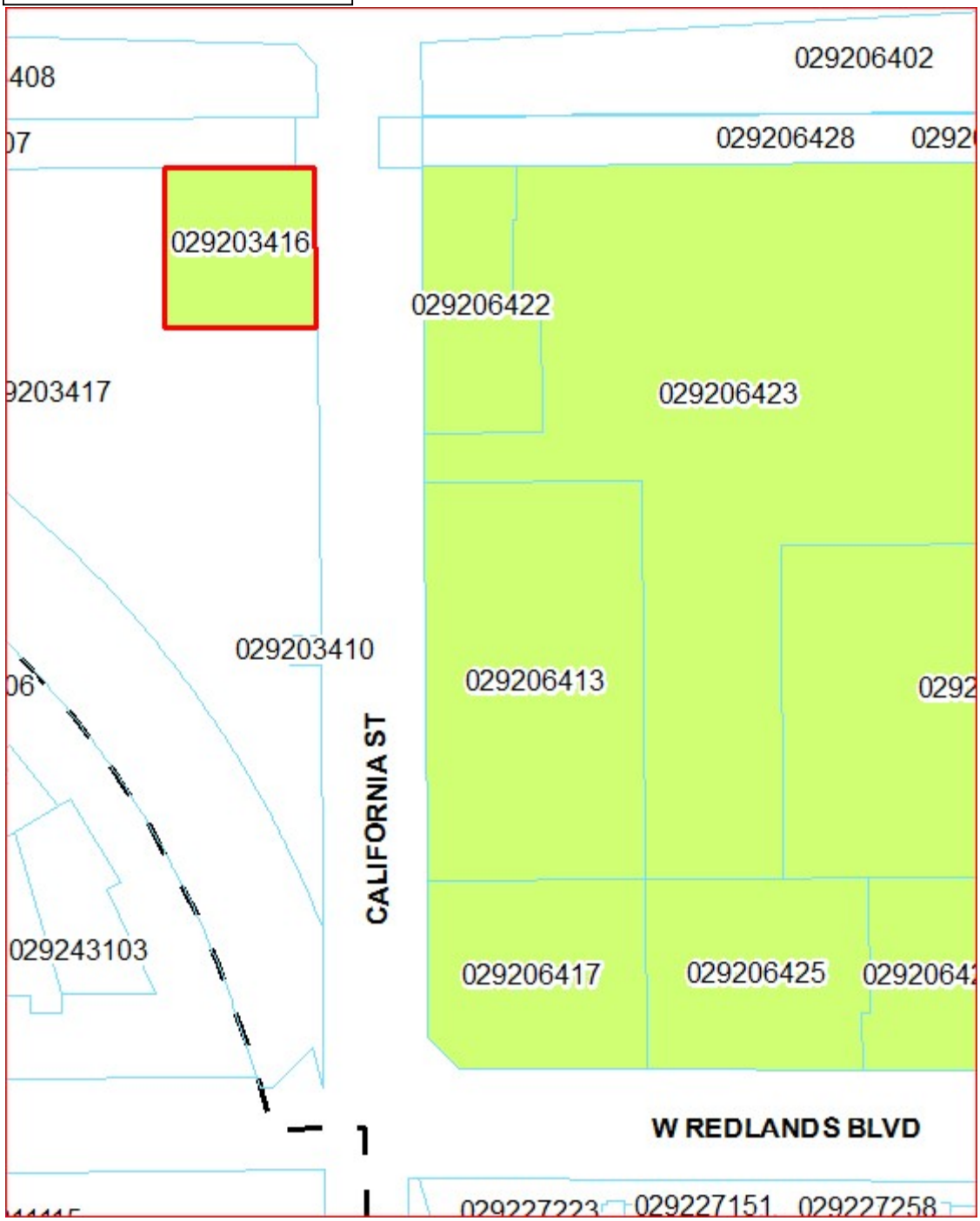
Annexation L4-M



CUP 522

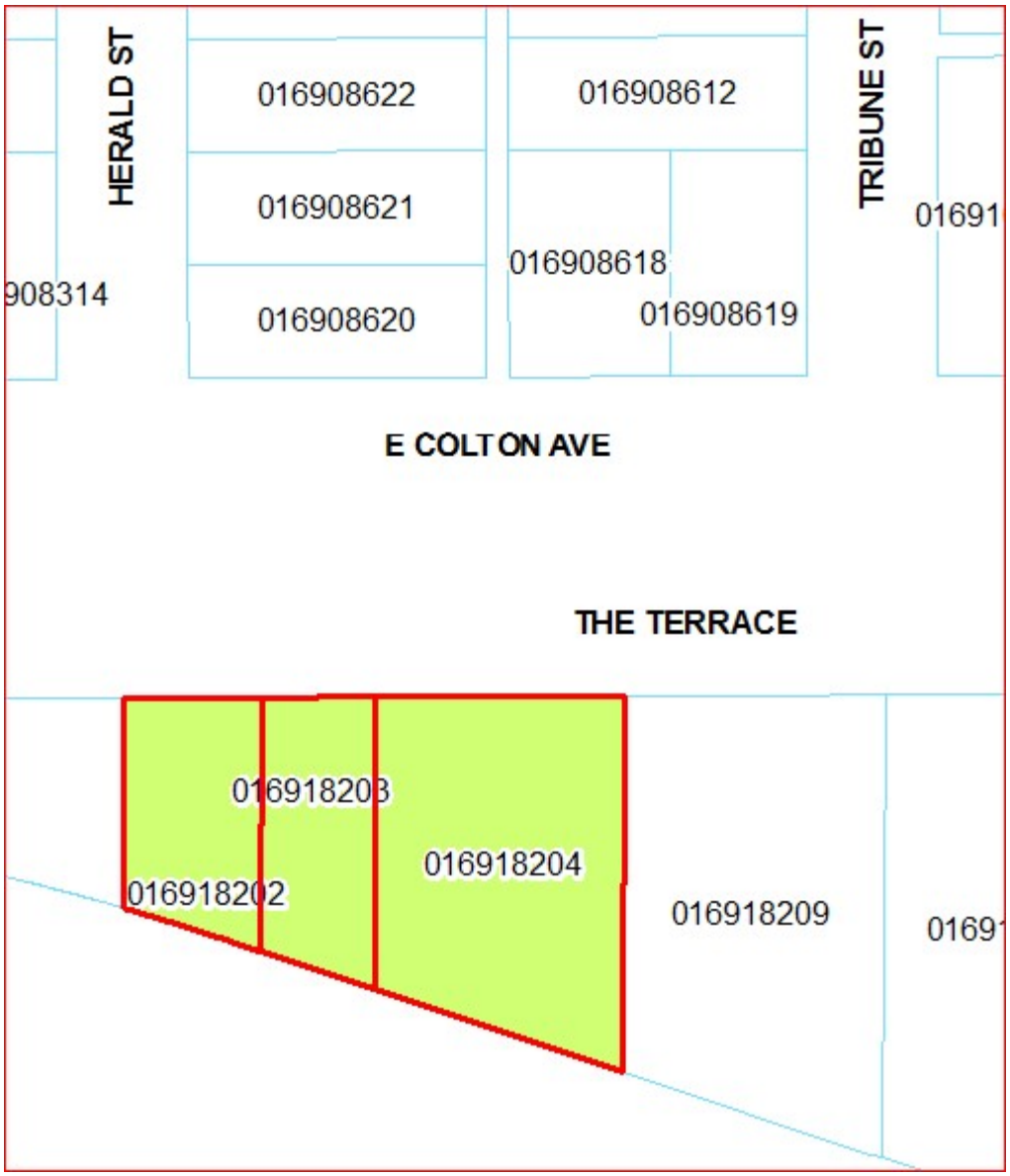
Annexation L4-N

APN changed from
029203416 to 029203439



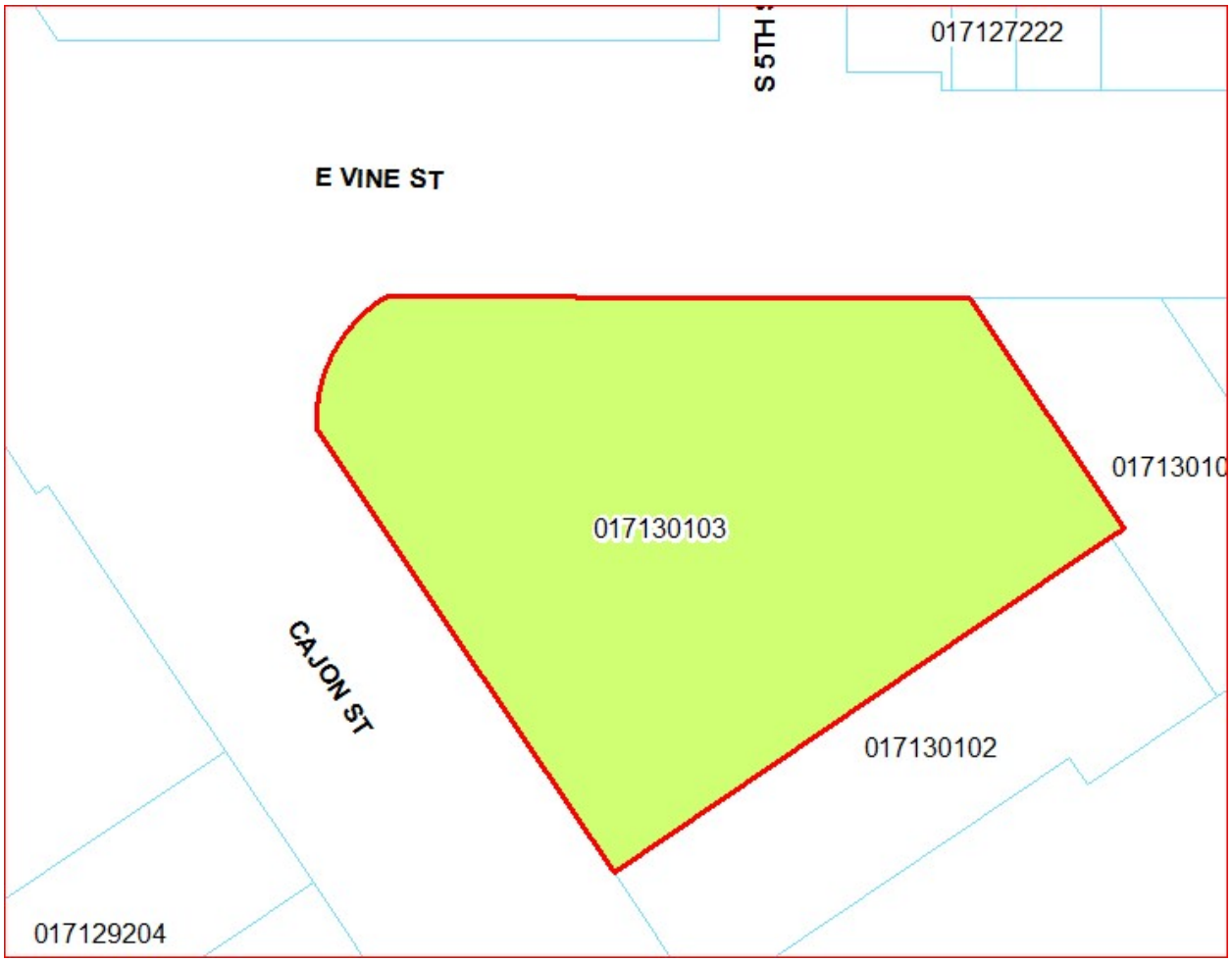
CUP 521

Annexation L4-O



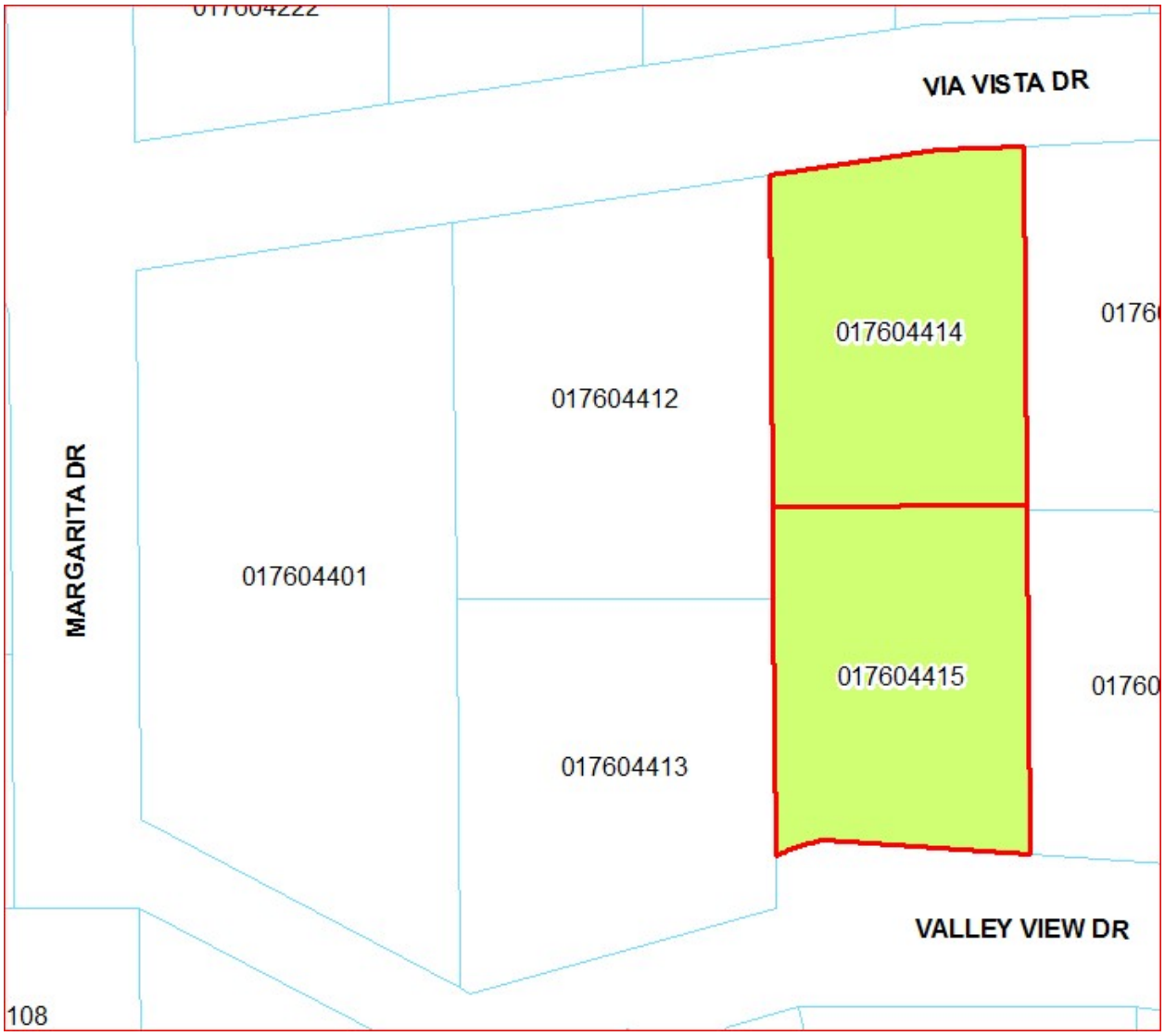
CRA 805

Annexation L4-P



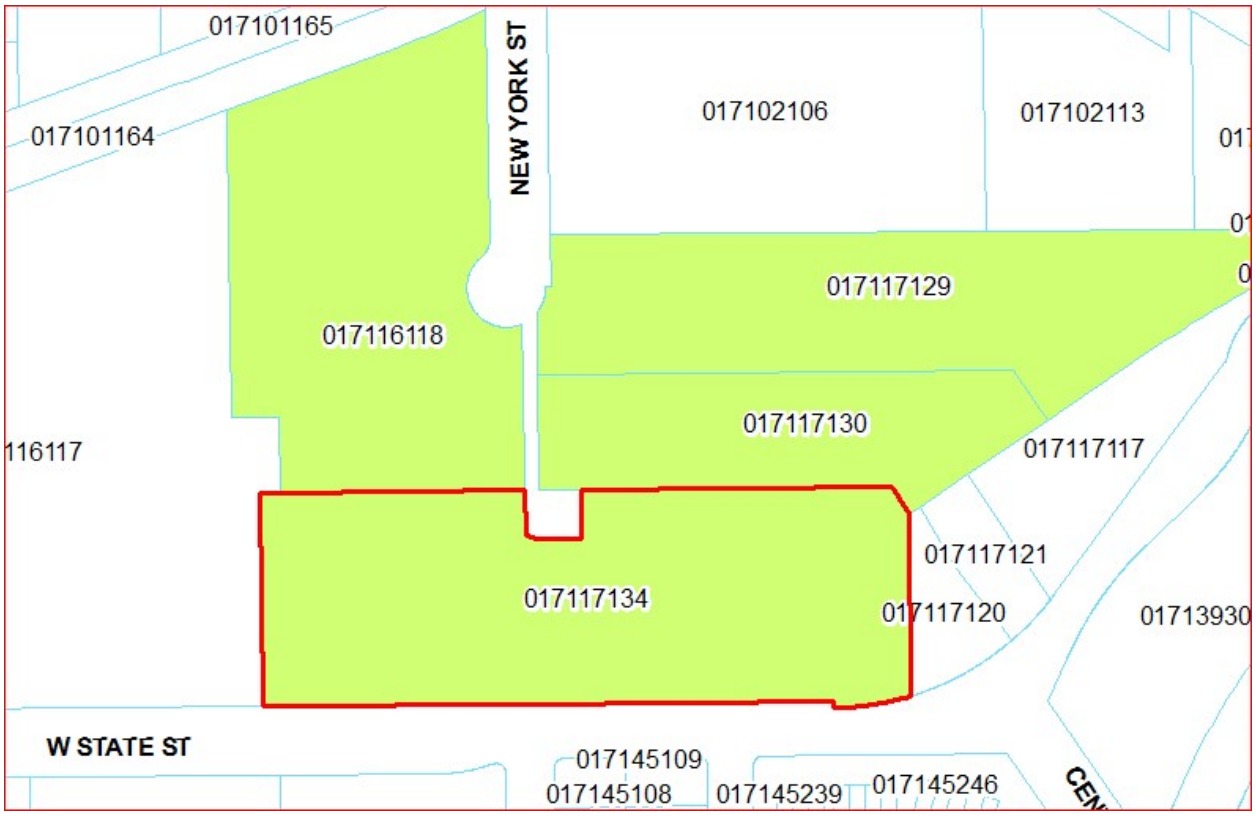
Parcel Map 12087

Annexation L4-Q



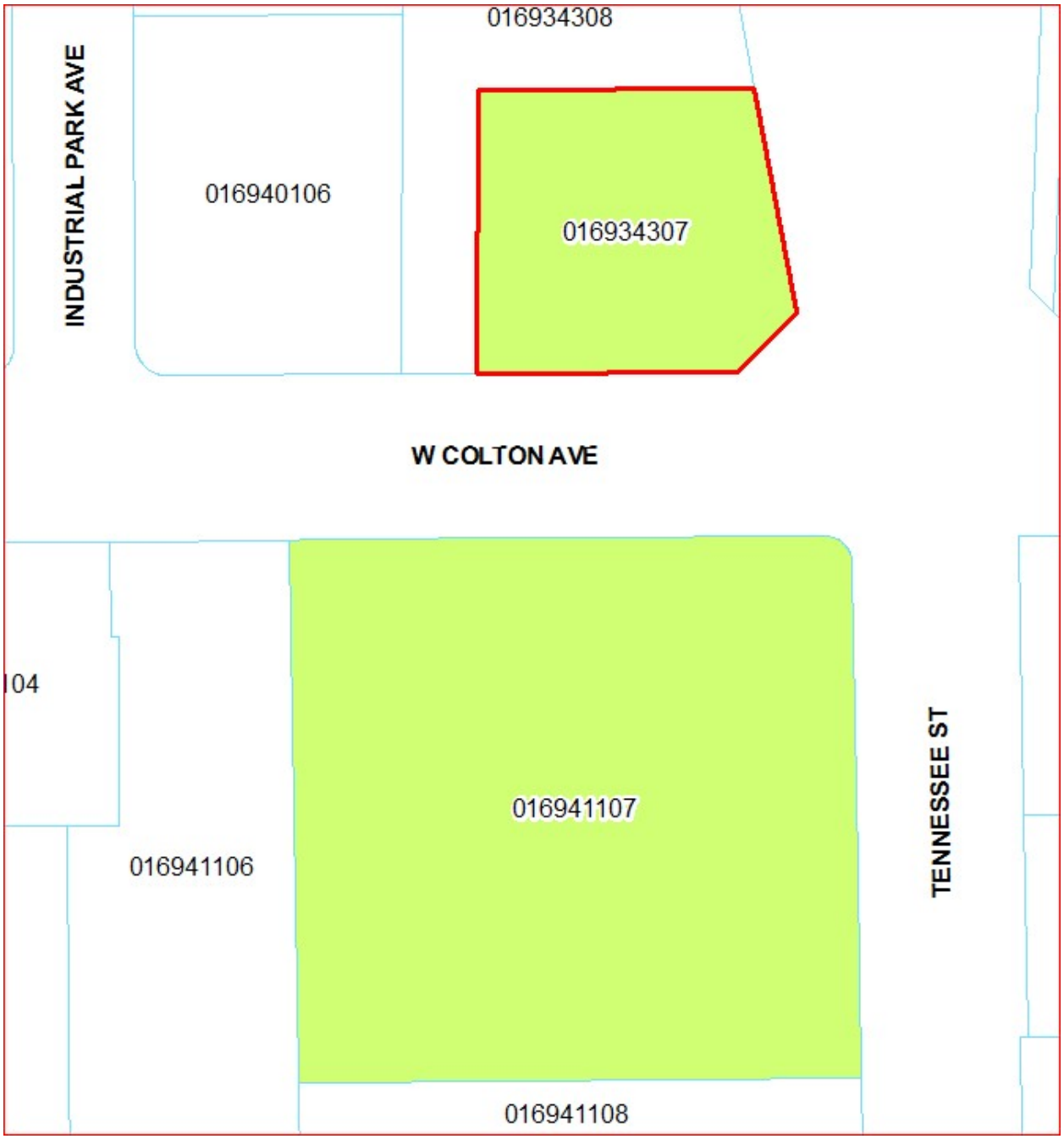
MS 185, Parcel Map 11904

Annexation L4-R



CUP 278

Annexation L4-S



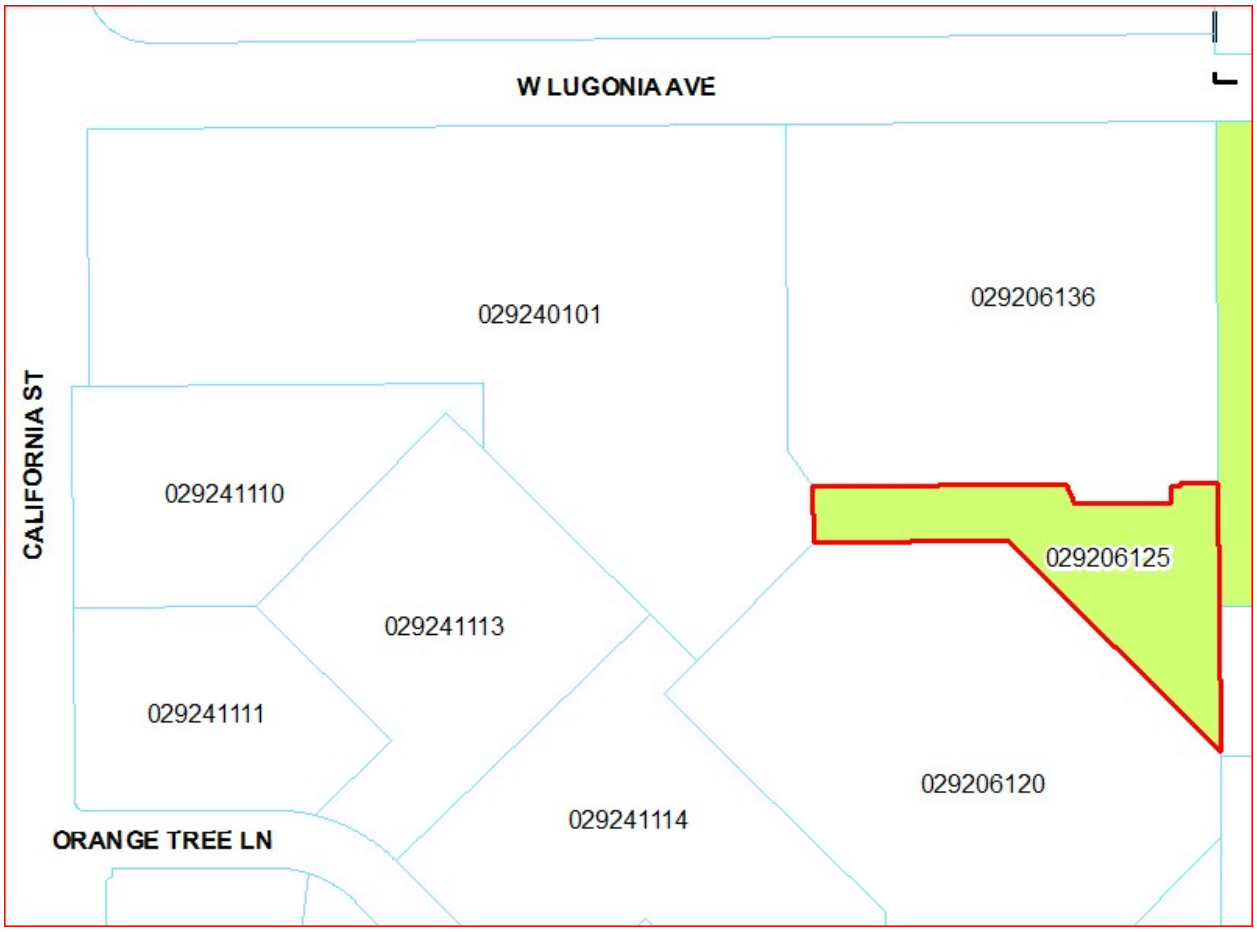
CUP 405

Annexation L4-T



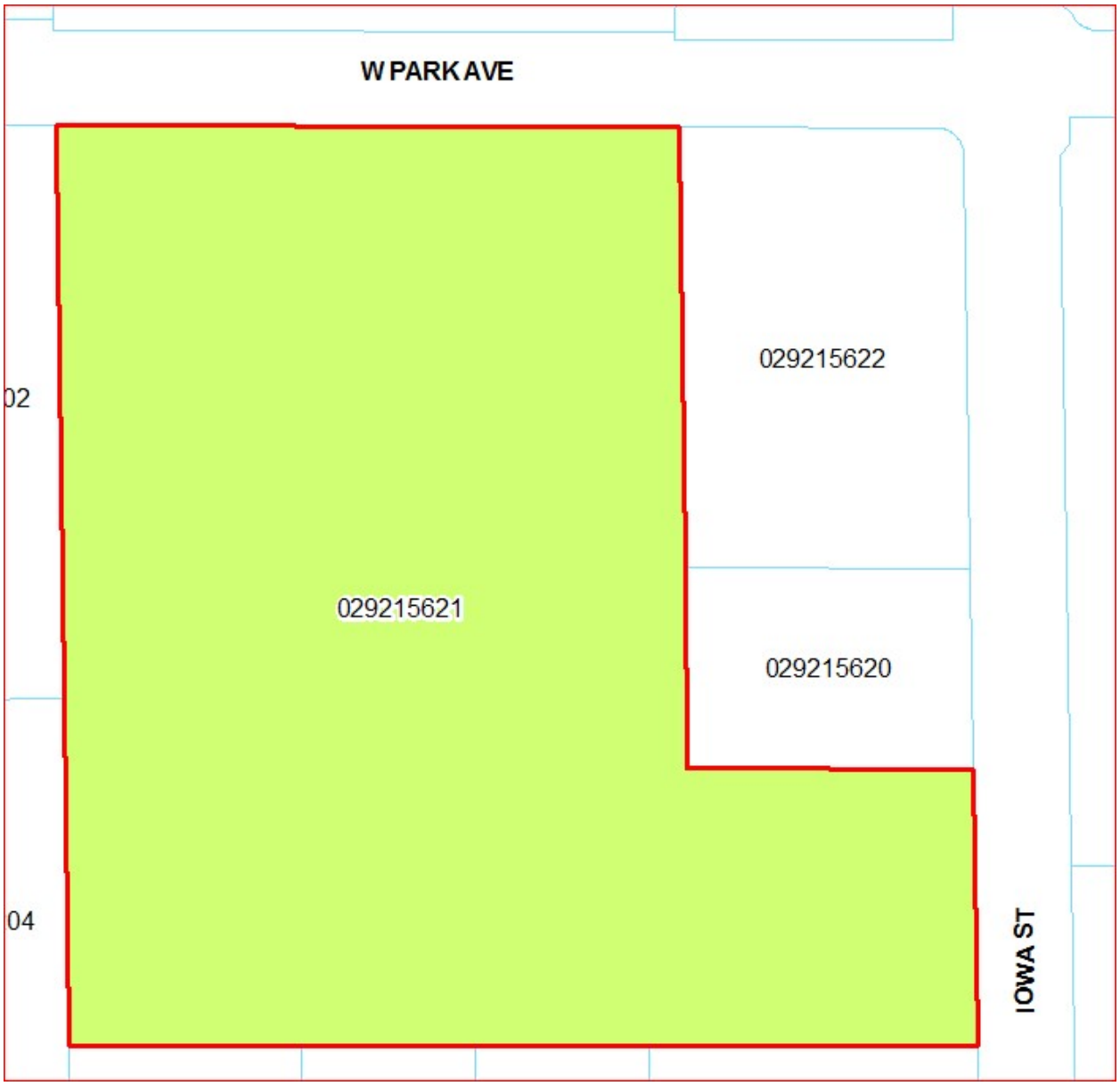
CRA 354

Annexation L4-U



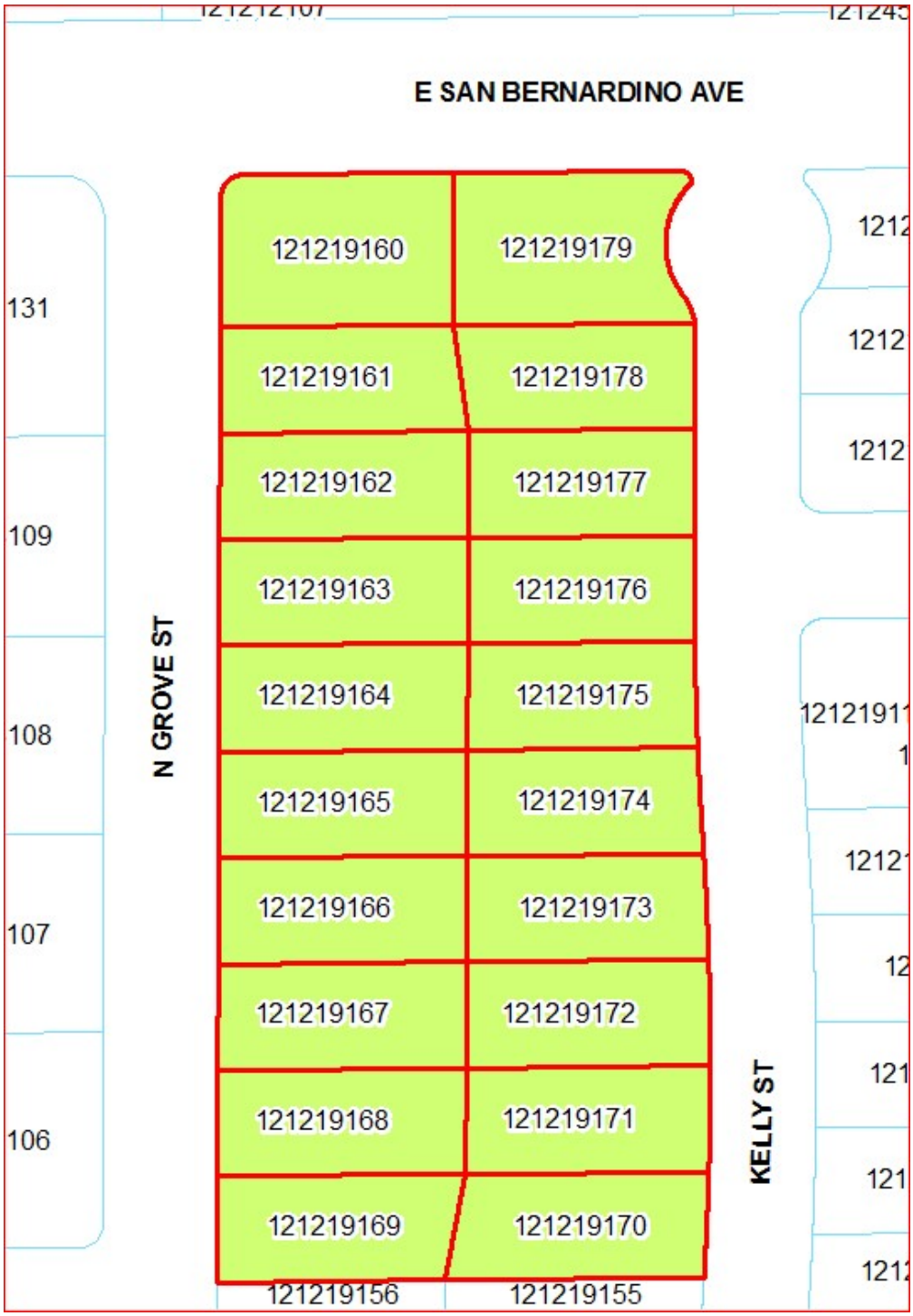
CRA 346

Annexation L4-V



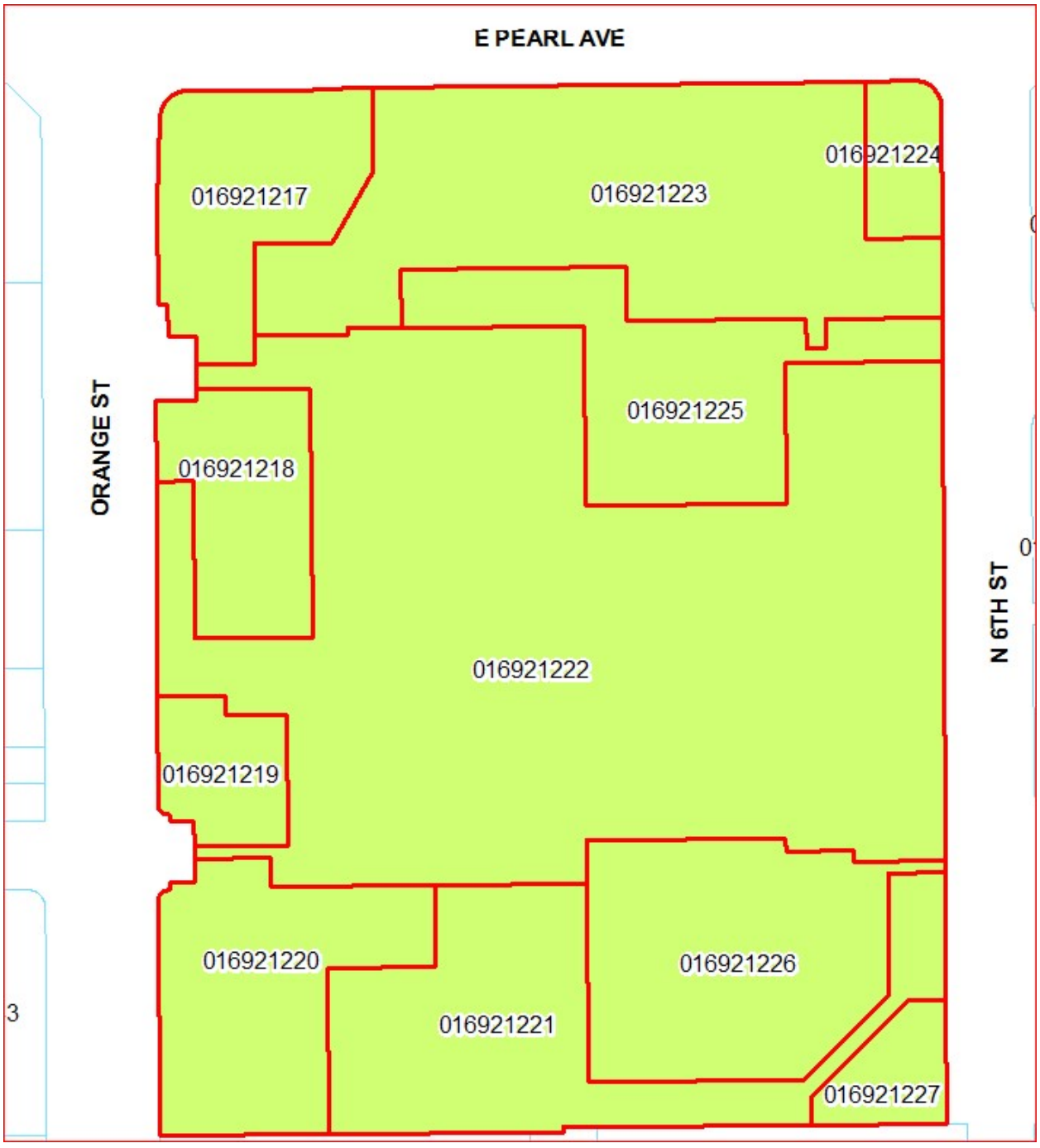
CRA 607

Annexation L4-W



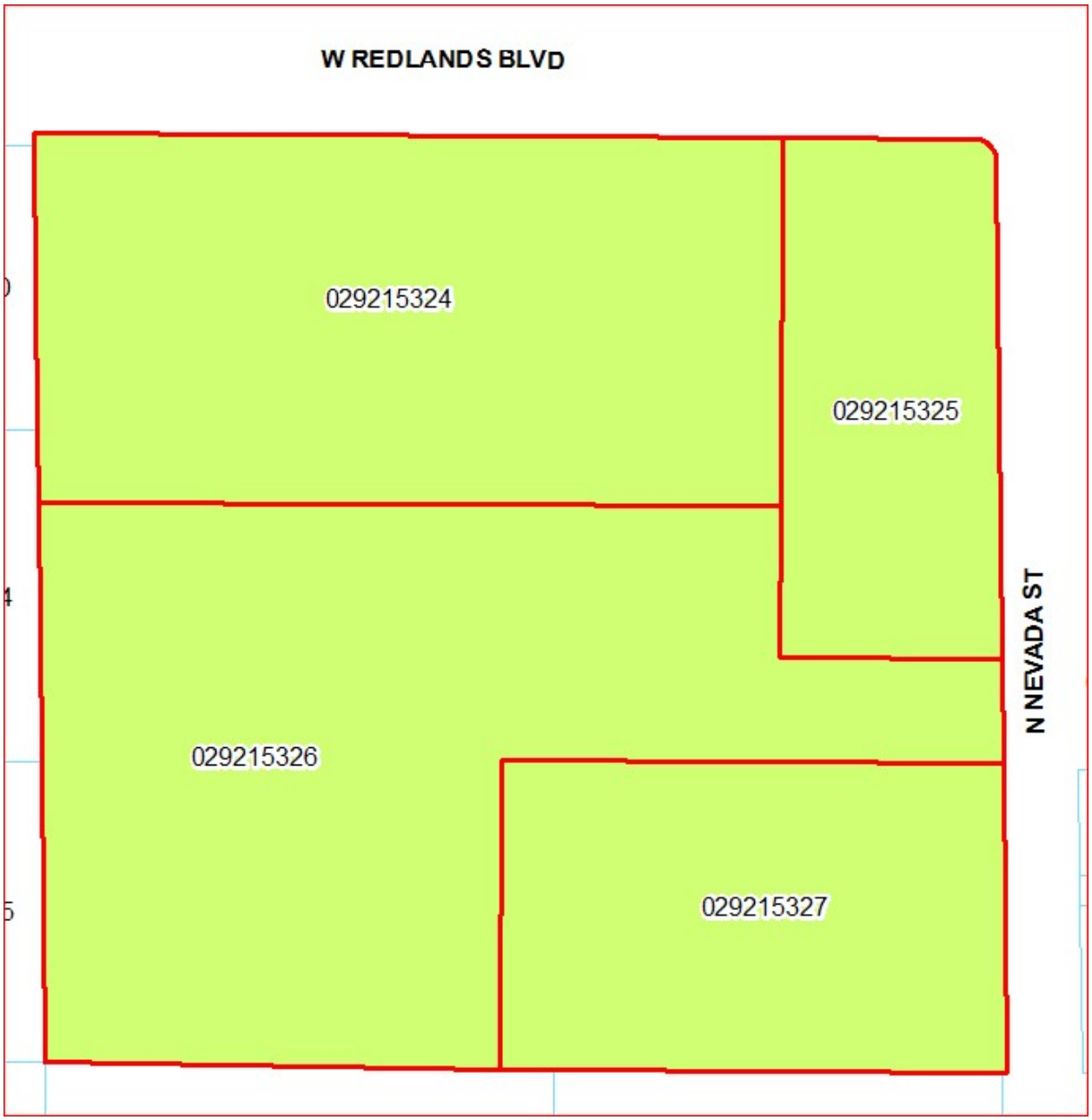
Tract Map 12461

Annexation L4-X



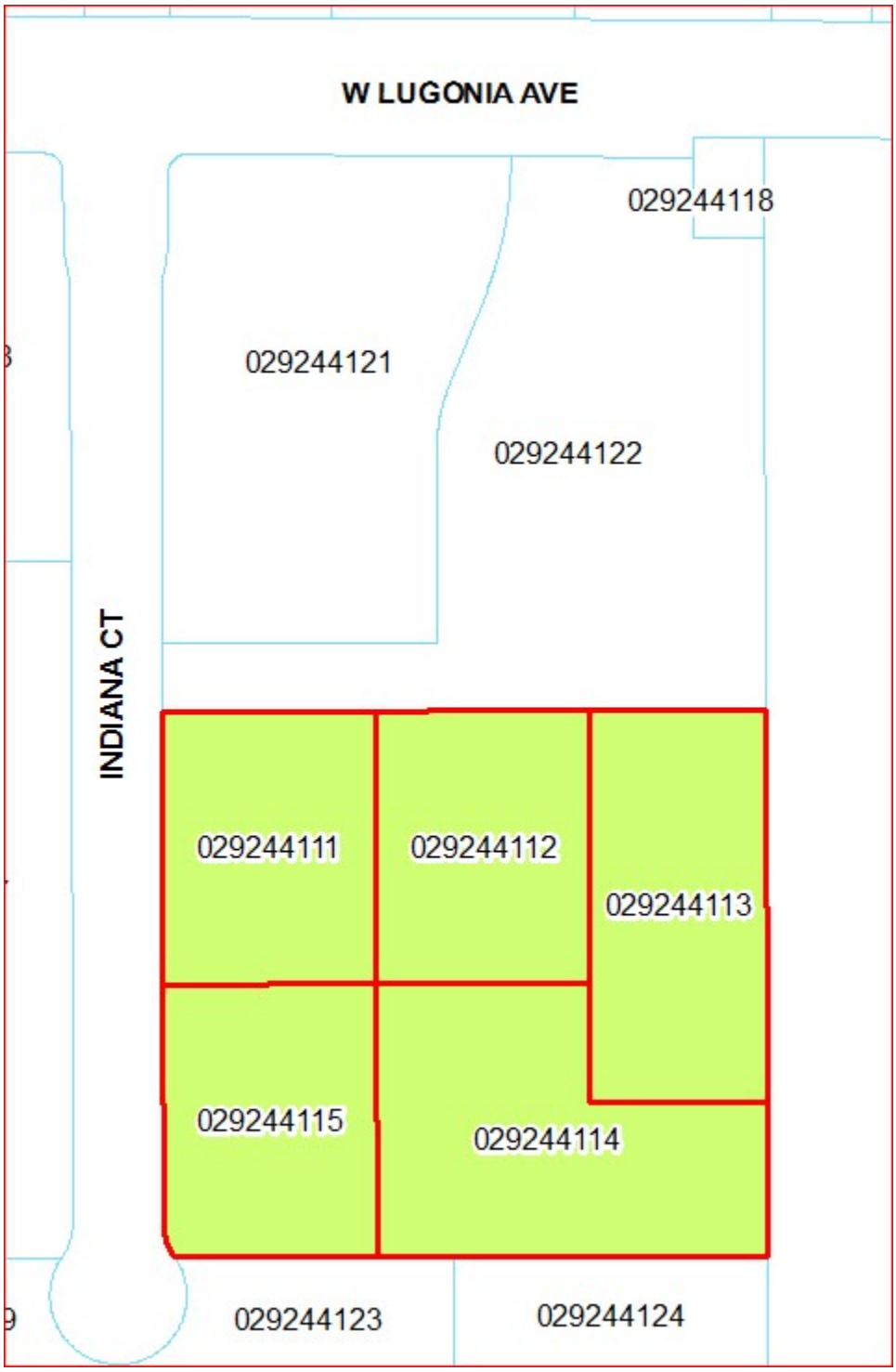
Parcel Map 12022

Annexation L5-A



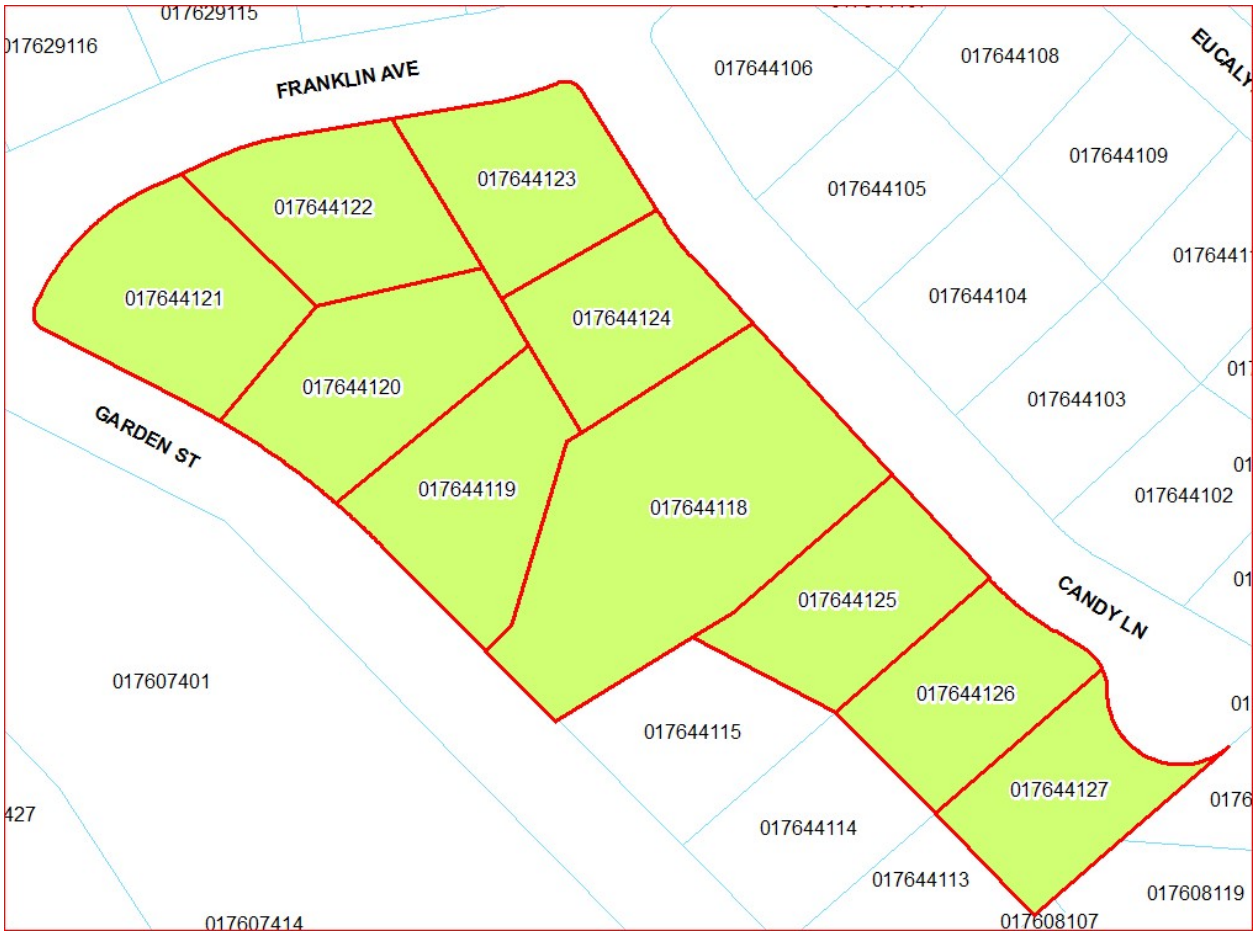
Parcel Map 12330

Annexation L5-B



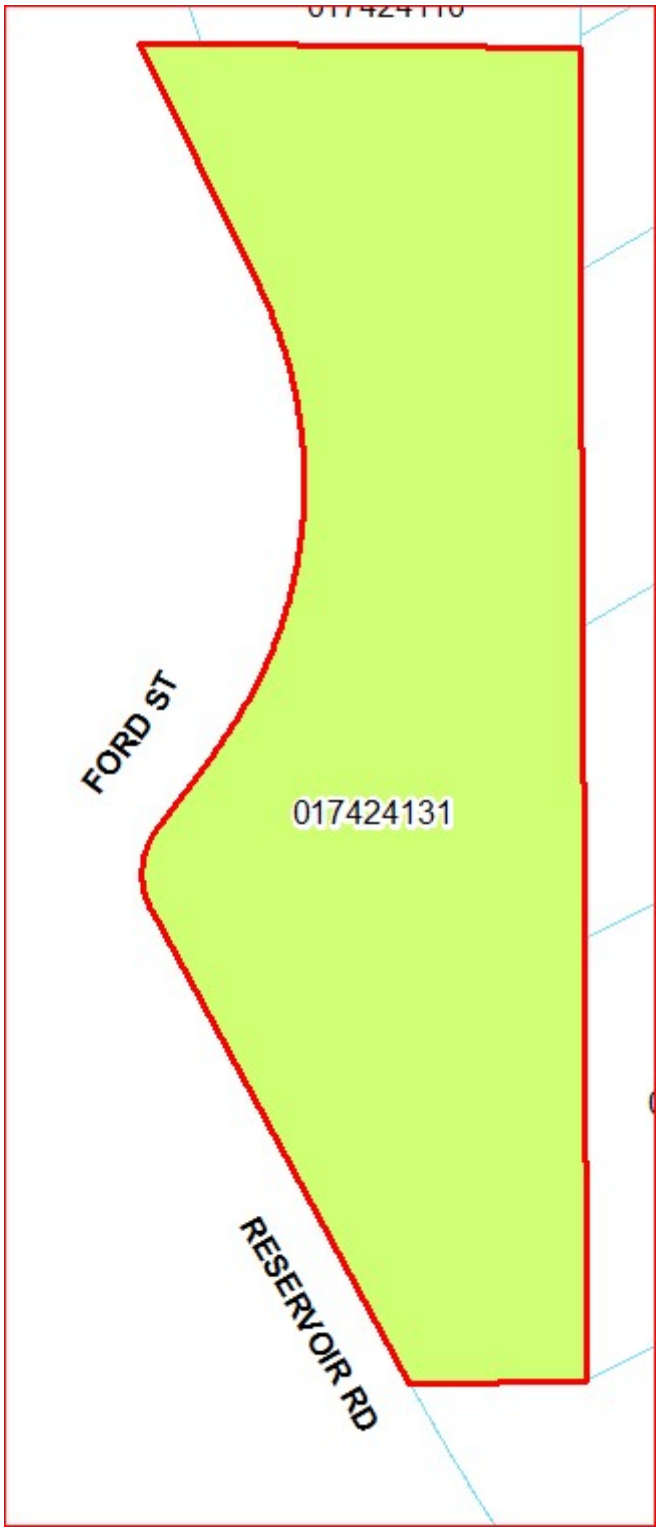
Parcel Map 12940

Annexation L5-C



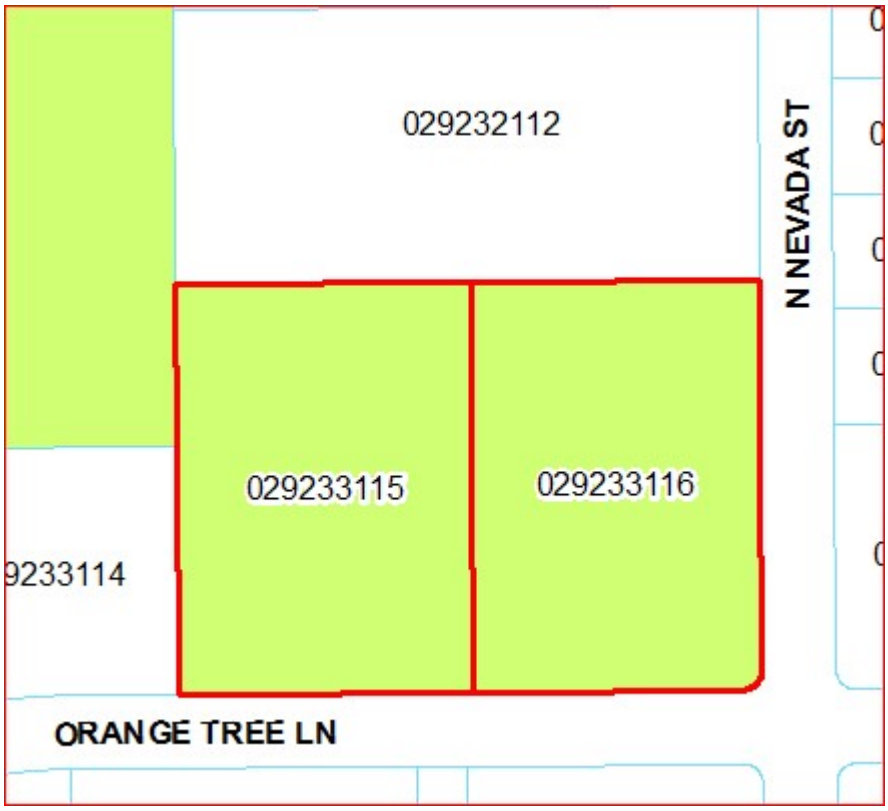
Tract 14556

Annexation L5-D



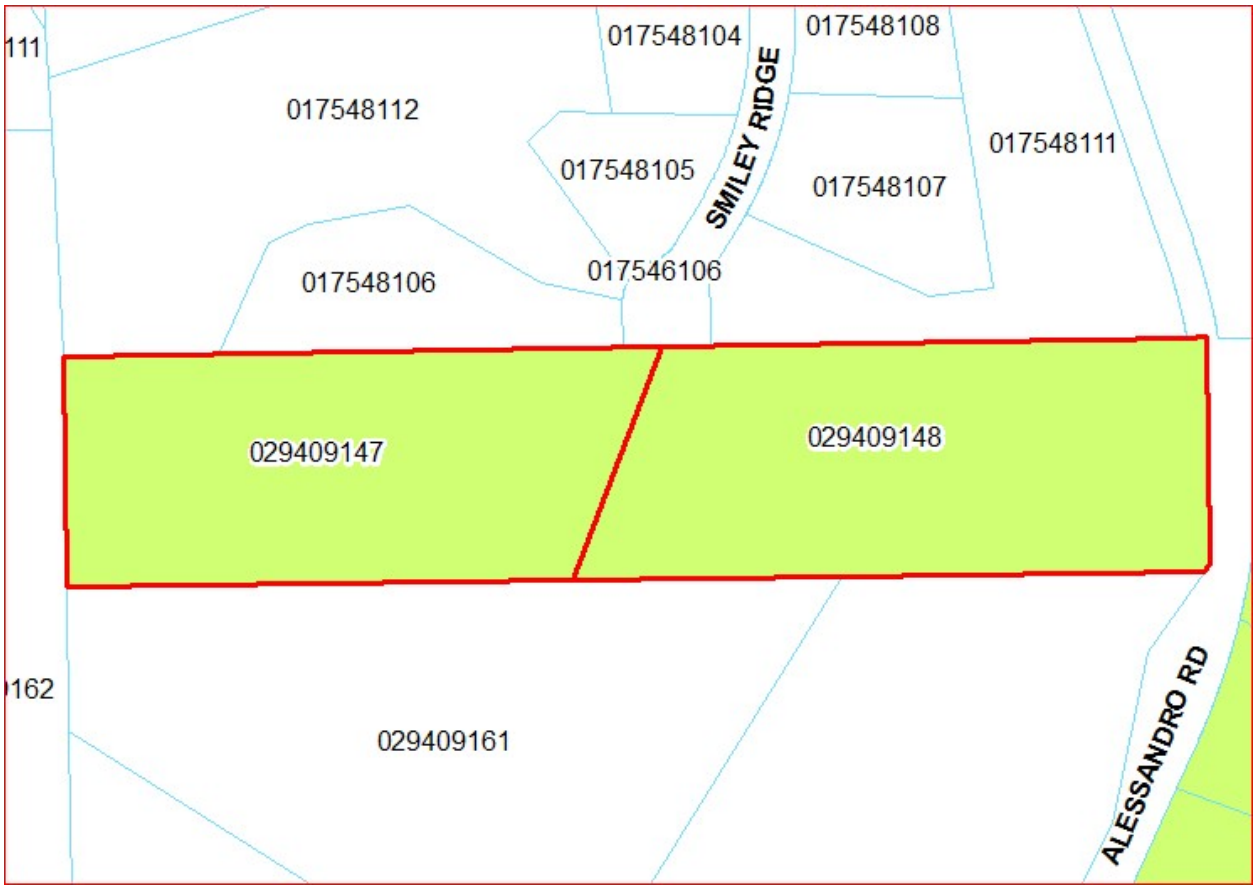
CRA 611

Annexation L5-E



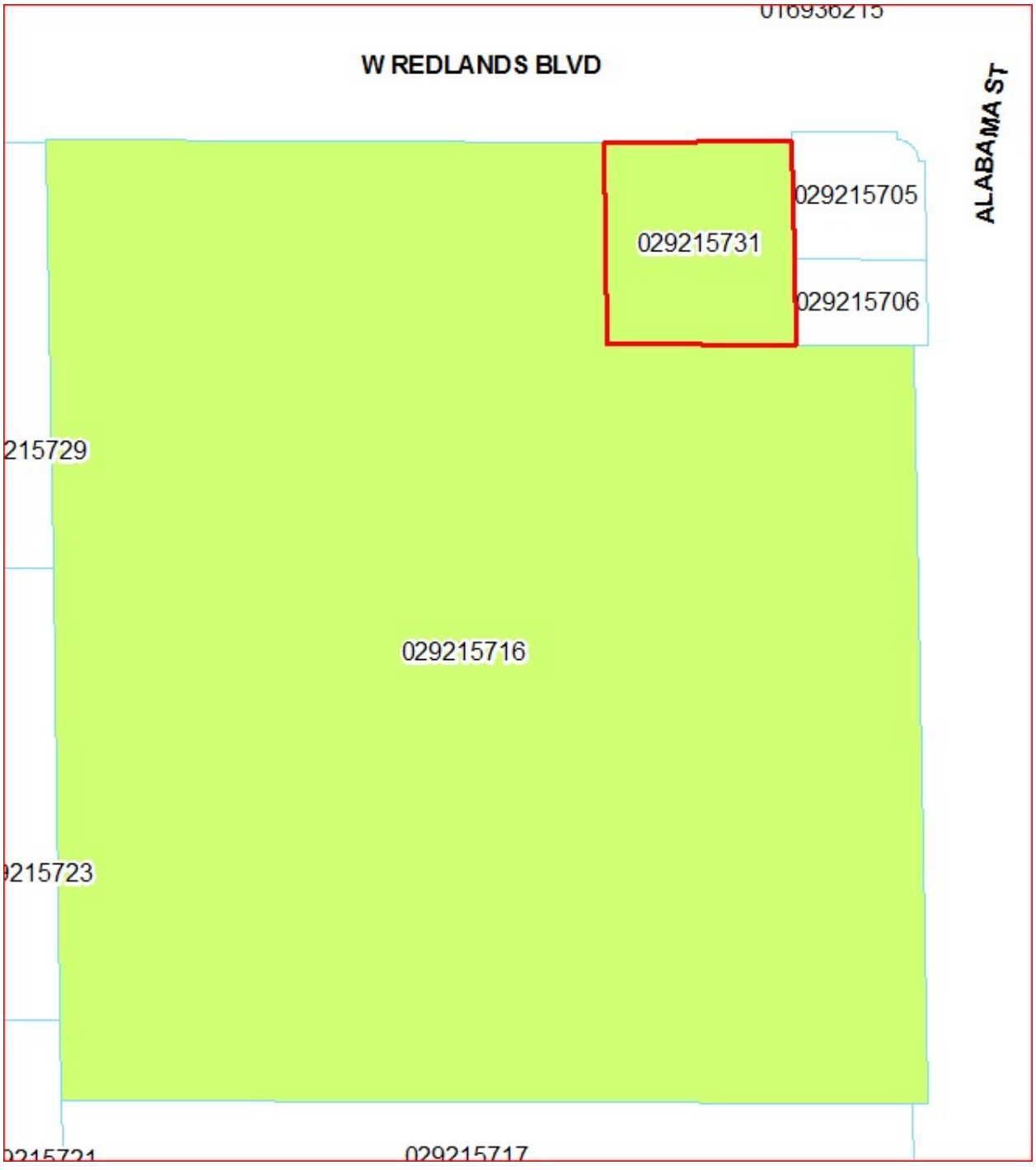
Parcel Map 13261

Annexation L5-F



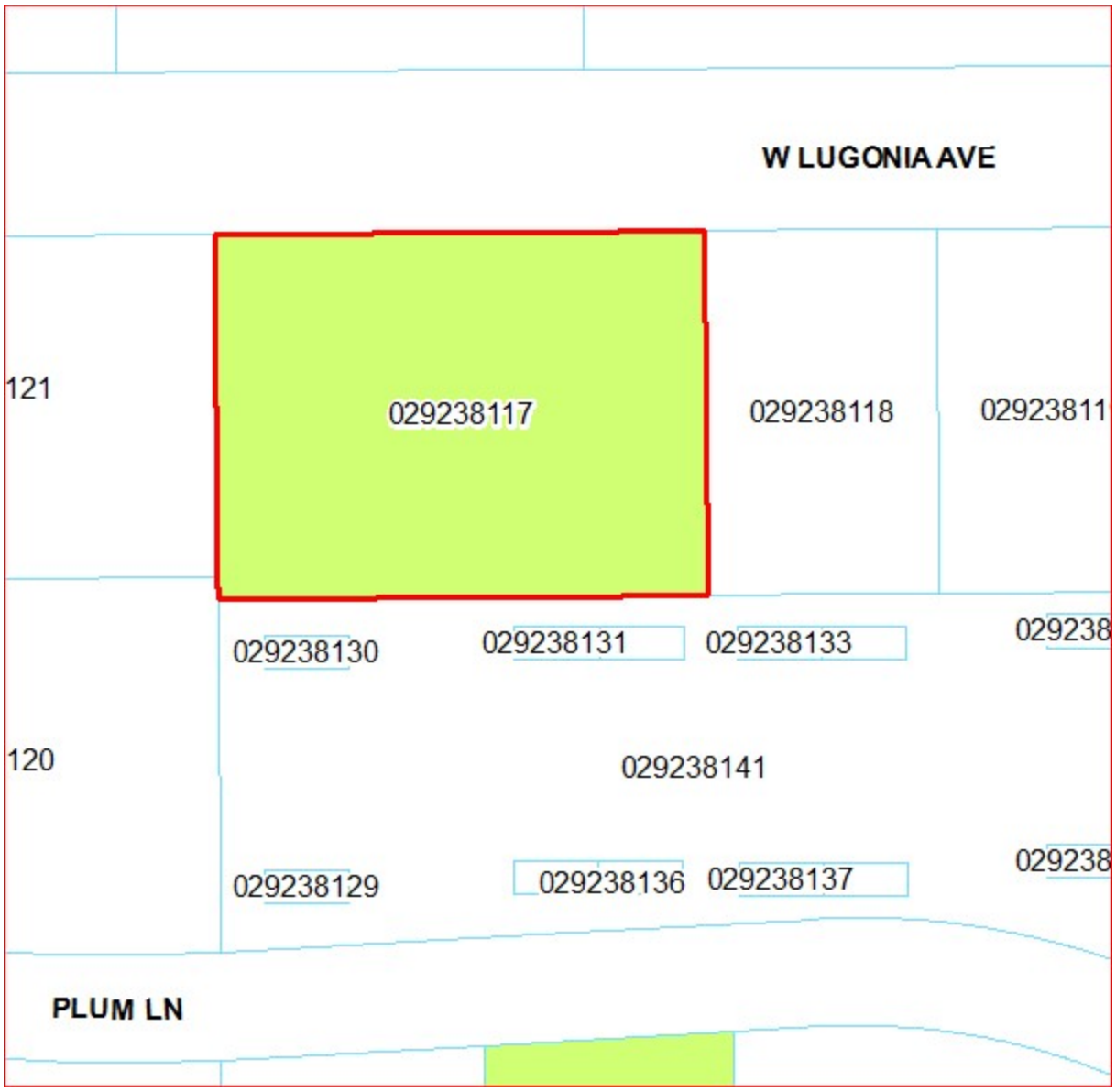
Parcel Map 11189

Annexation L5-G



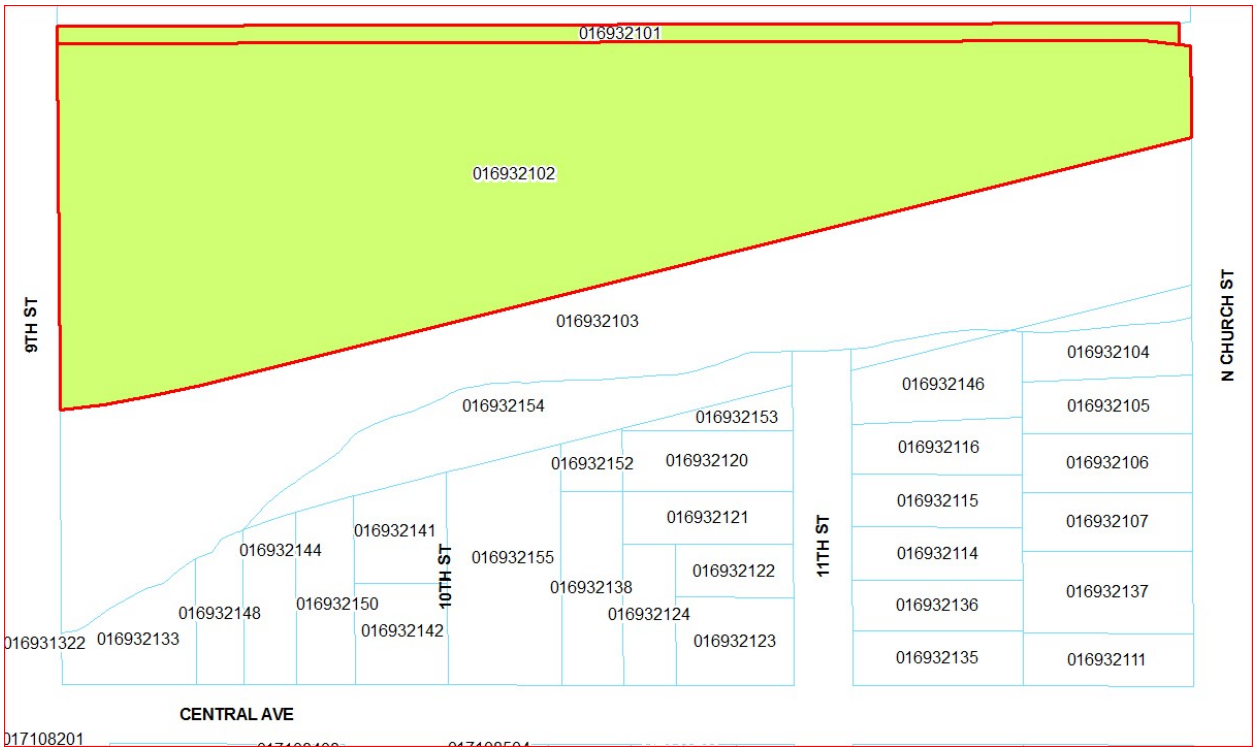
CRA 615

Annexation L5-H



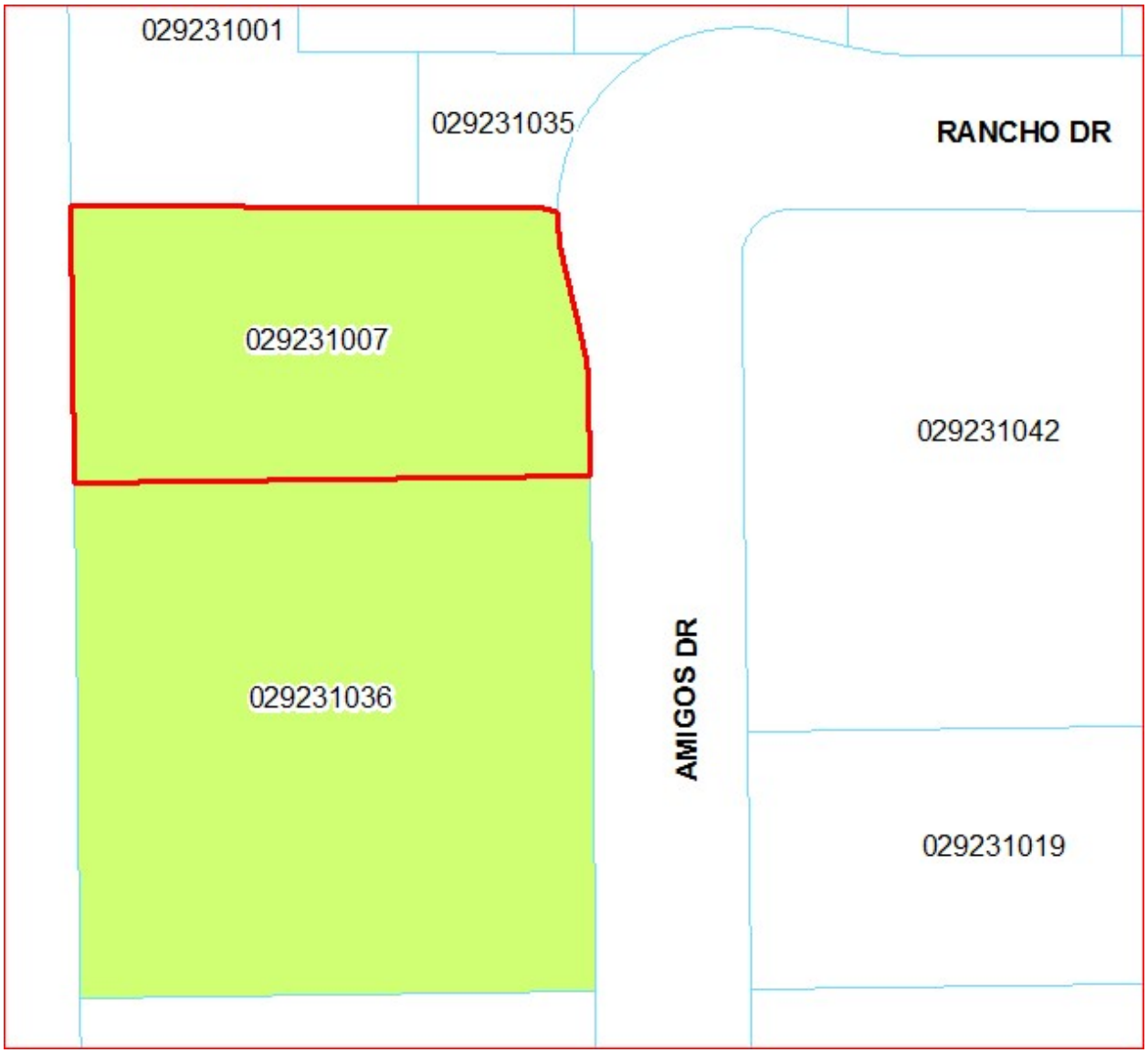
CRA 536

Annexation L6-A



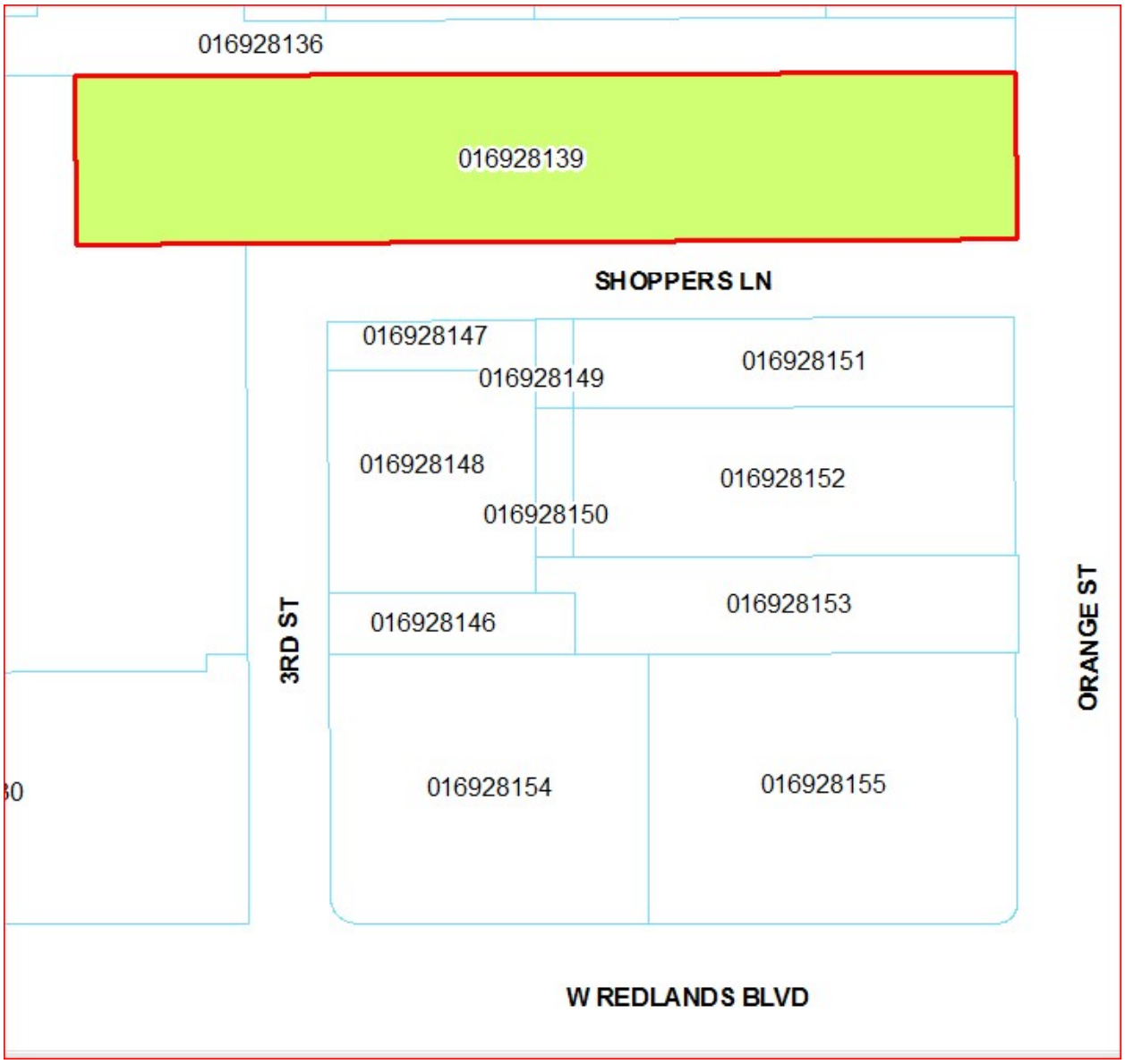
CRA 517

Annexation L6-B



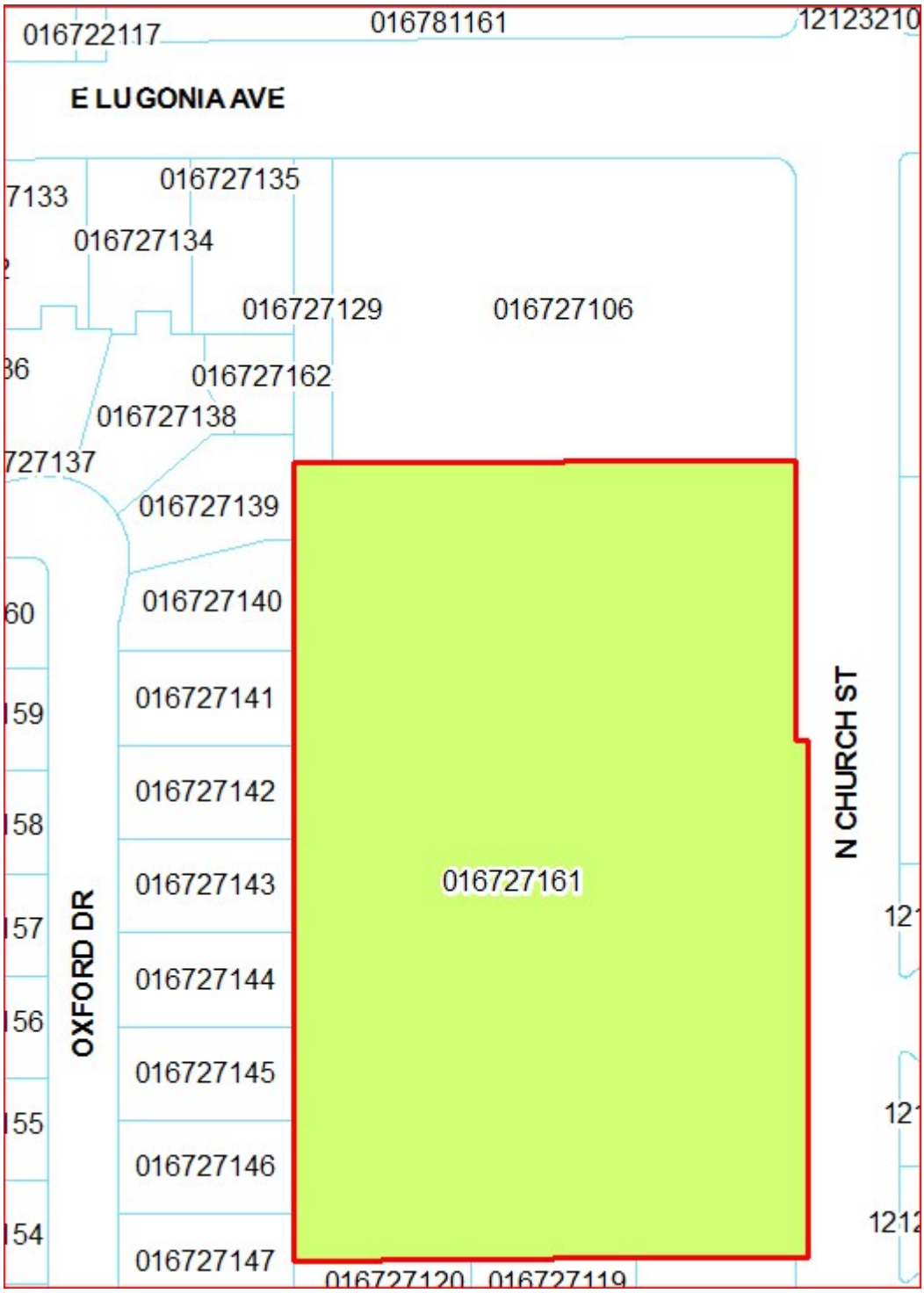
CRA 628

Annexation L6-C



CRA 624

Annexation L6-D



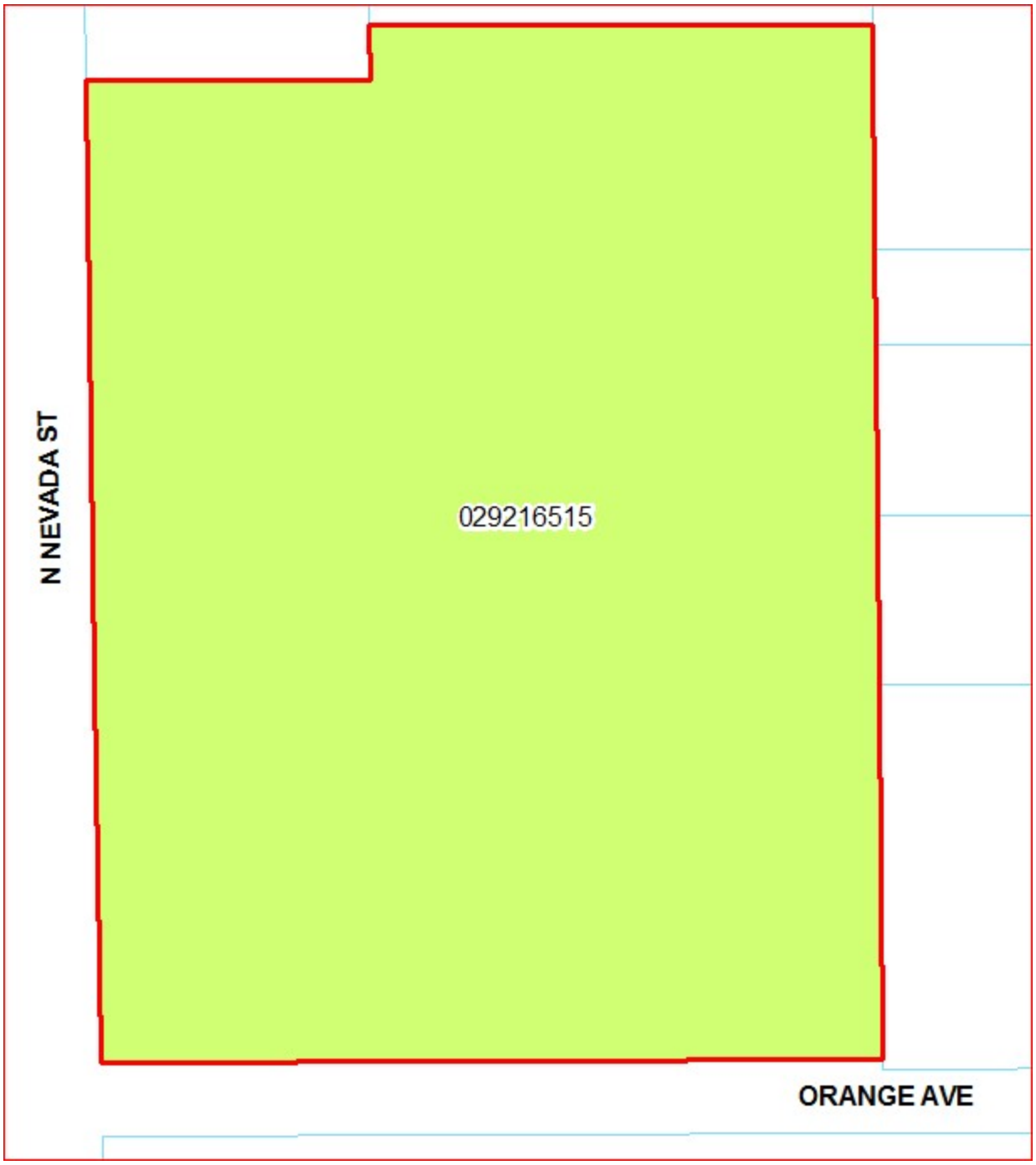
CRA 305

Annexation L6-E



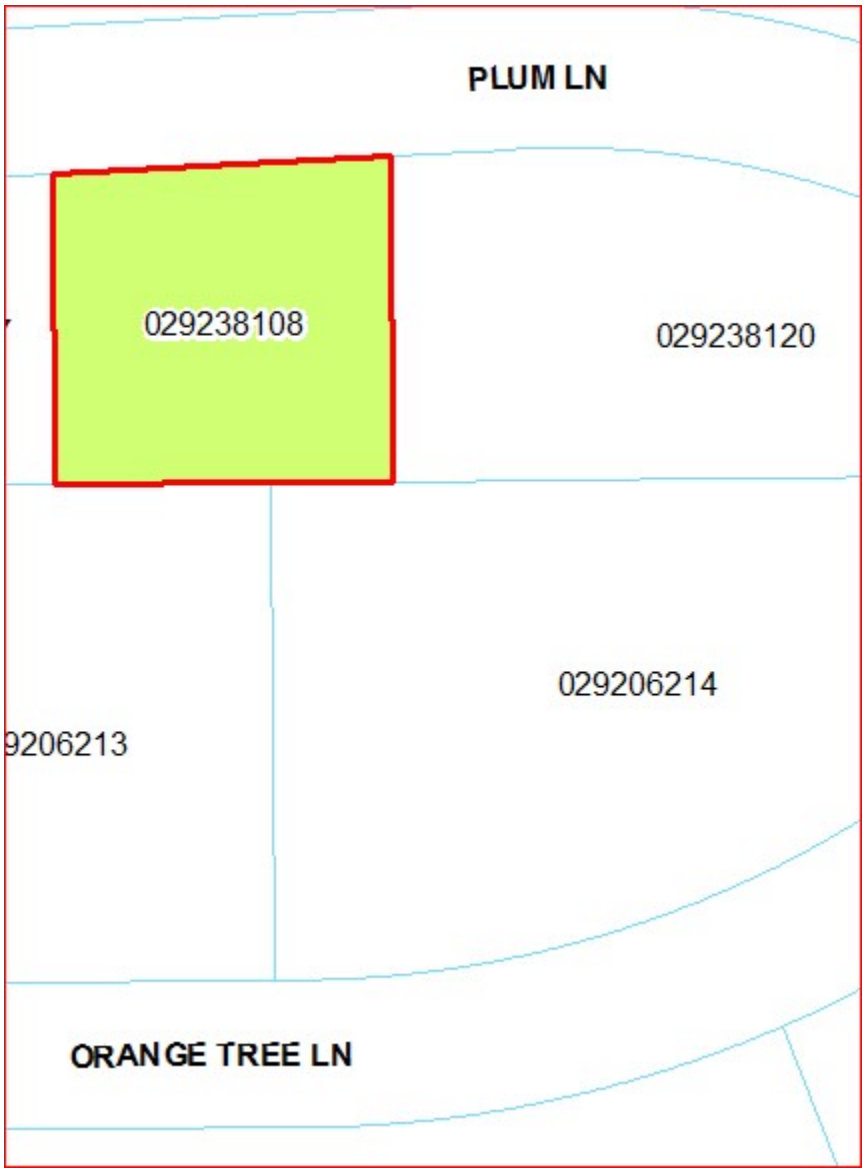
Tract Map 13575

Annexation L6-F



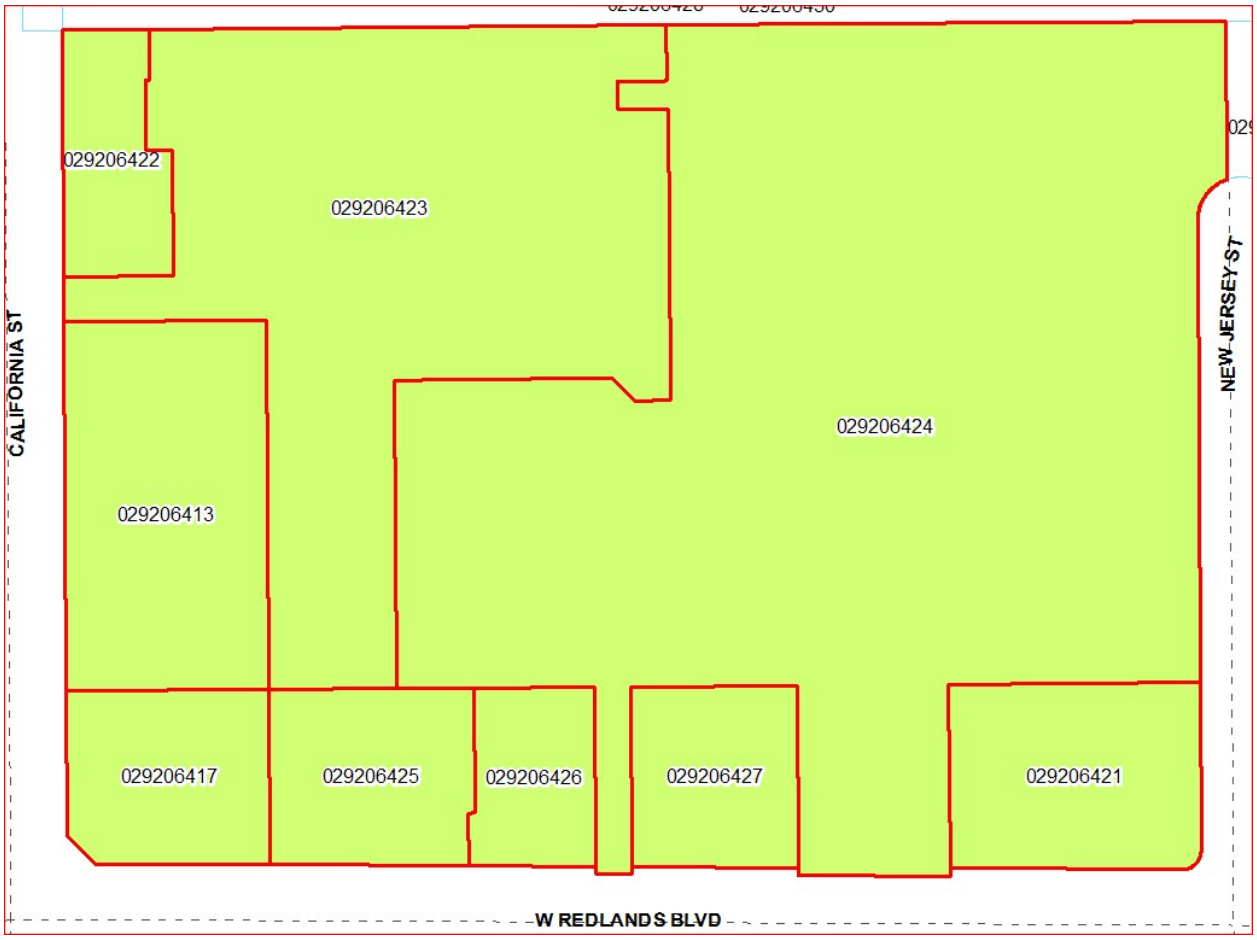
CUP 550

Annexation L6-G



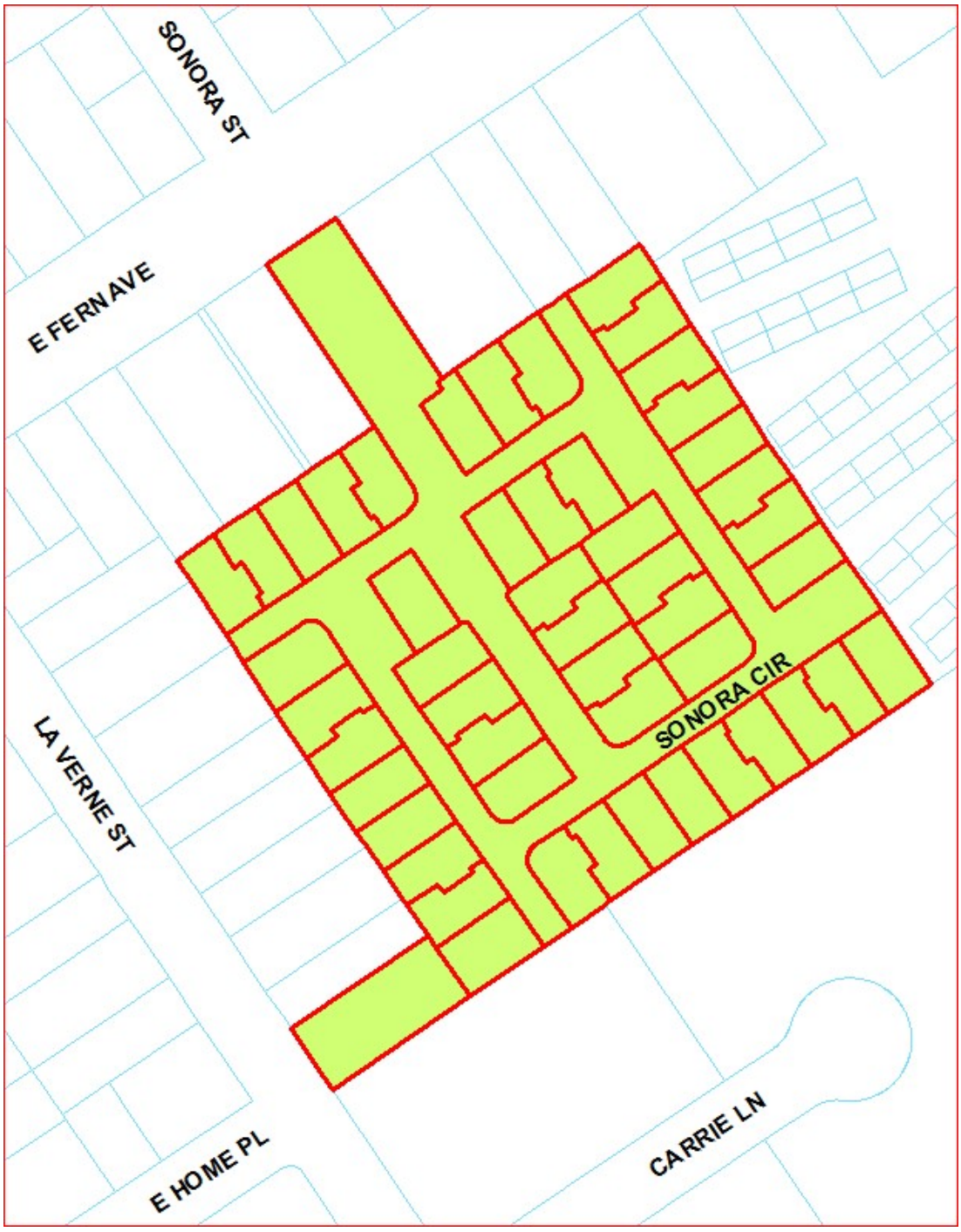
CRA 623

Annexation L6-H



Parcel Map 13542

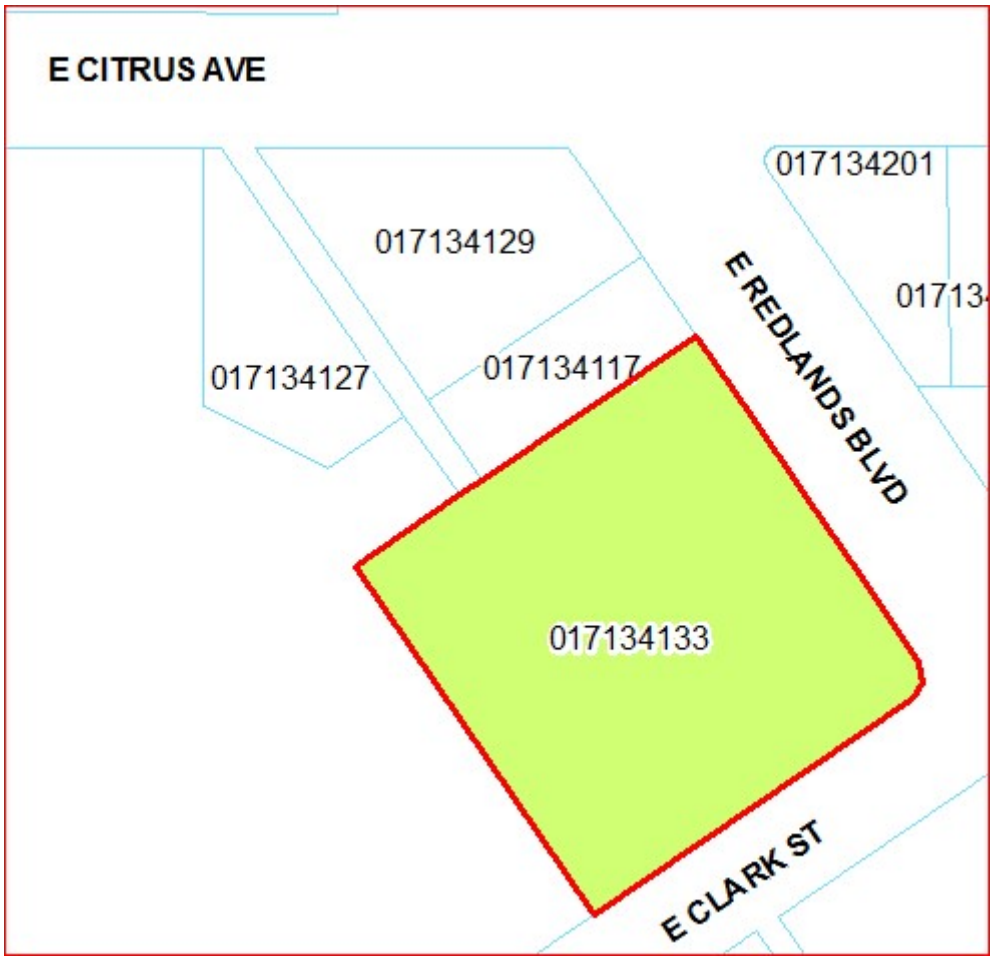
Annexation L6-I



Parcel Map 10749

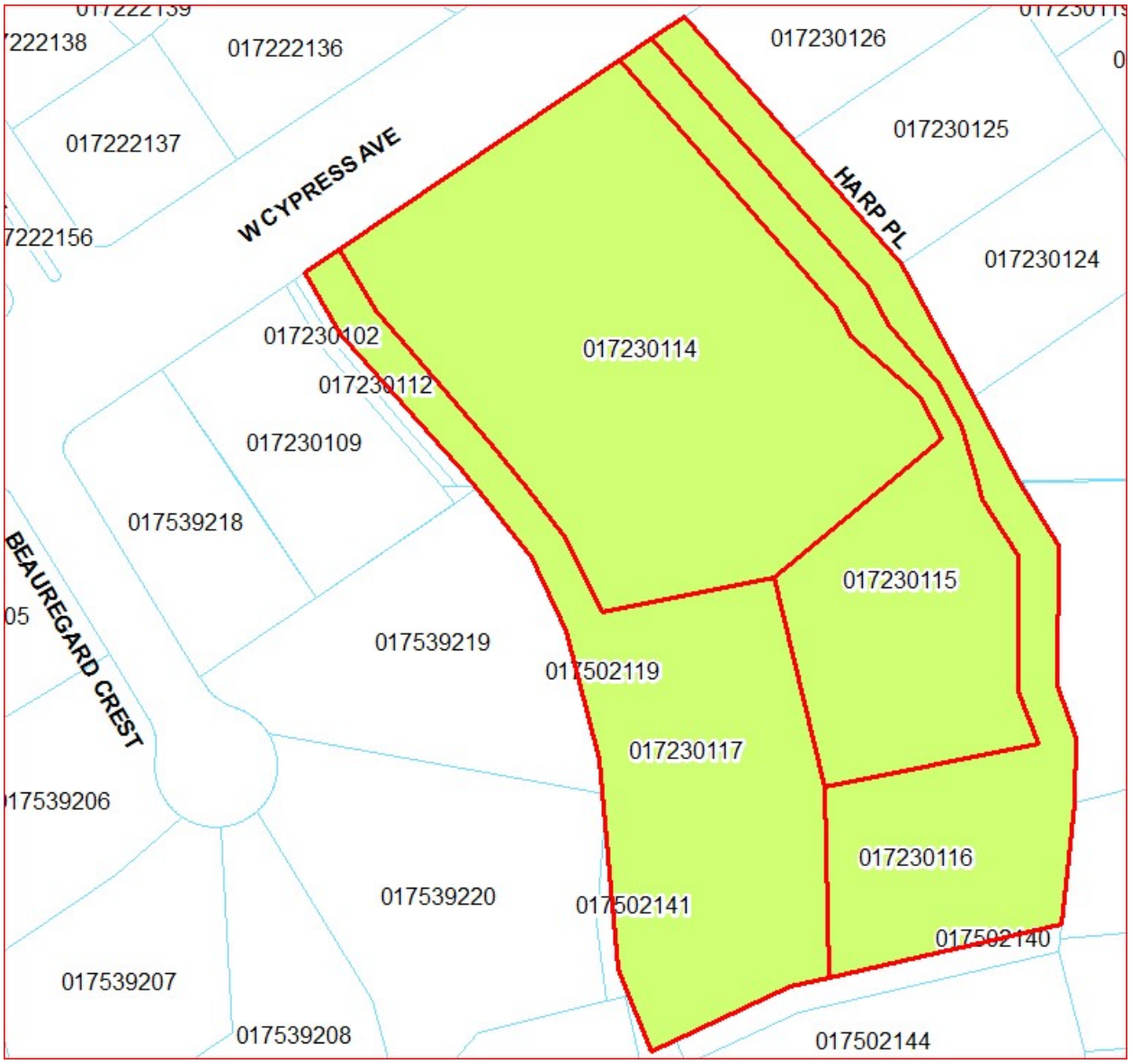
APN 0173-052-31 thru 42, APN 0173-062-01 thru 38, 39 (road)

Annexation L6-J



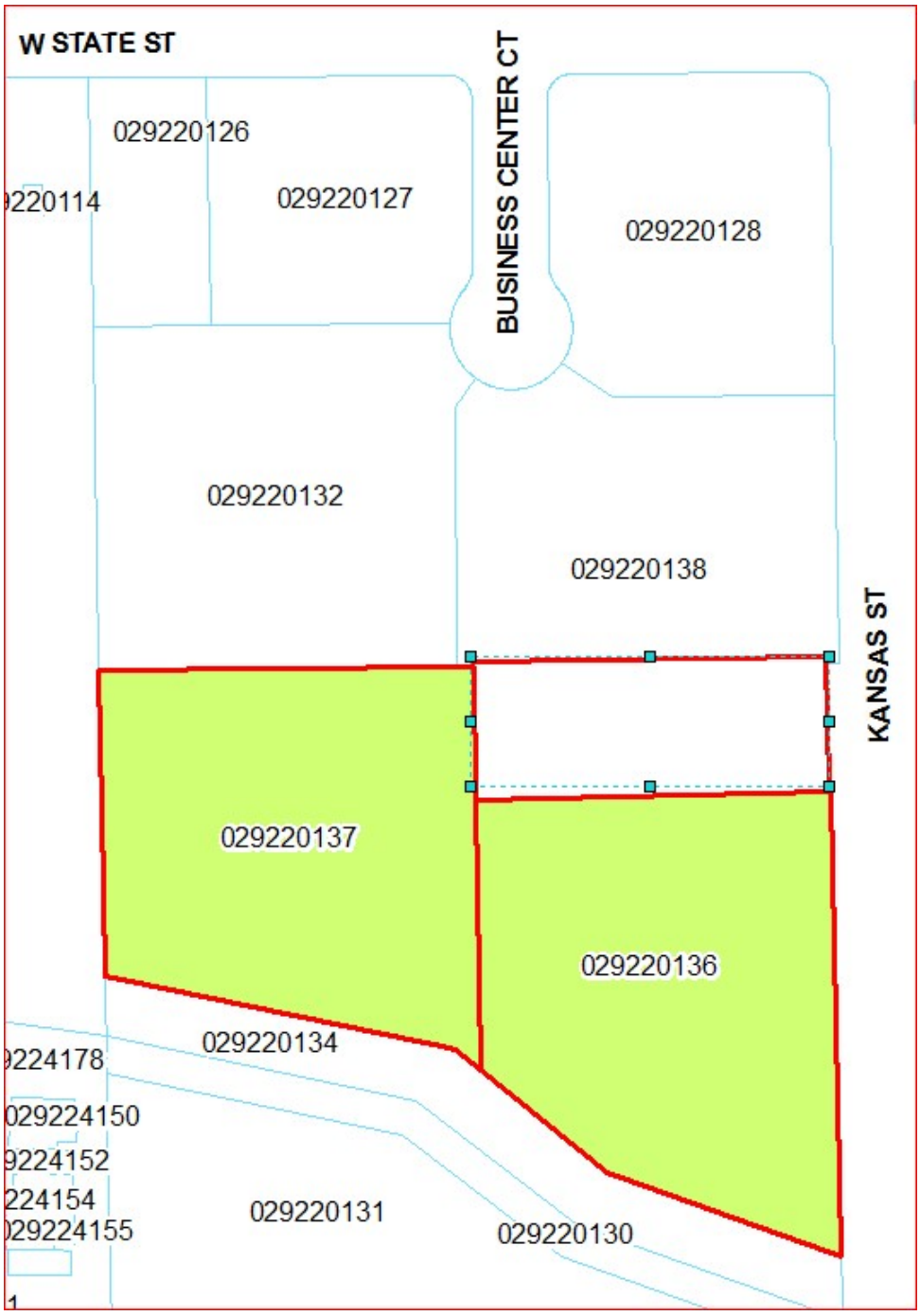
MS 201

Annexation L7-A



MS 213, Parcel Map 13978

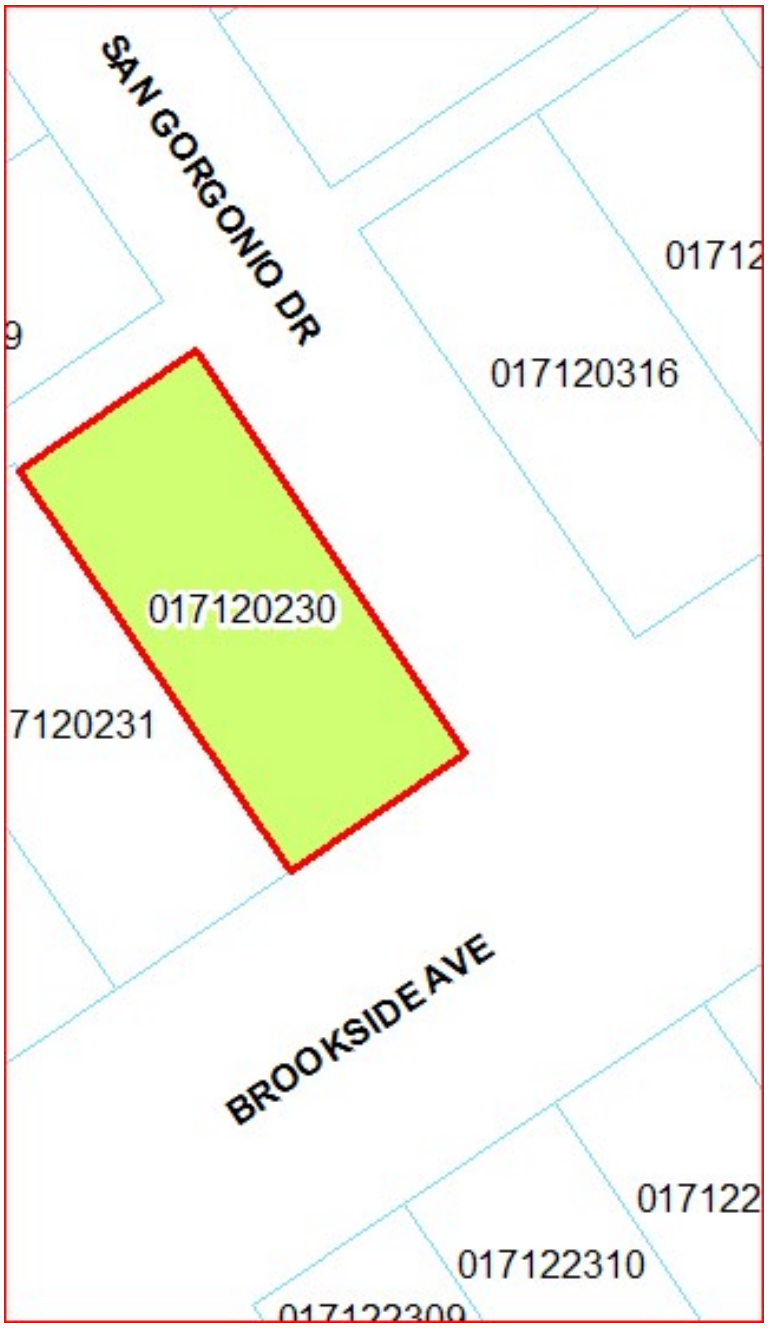
Annexation L7-B



MS 211

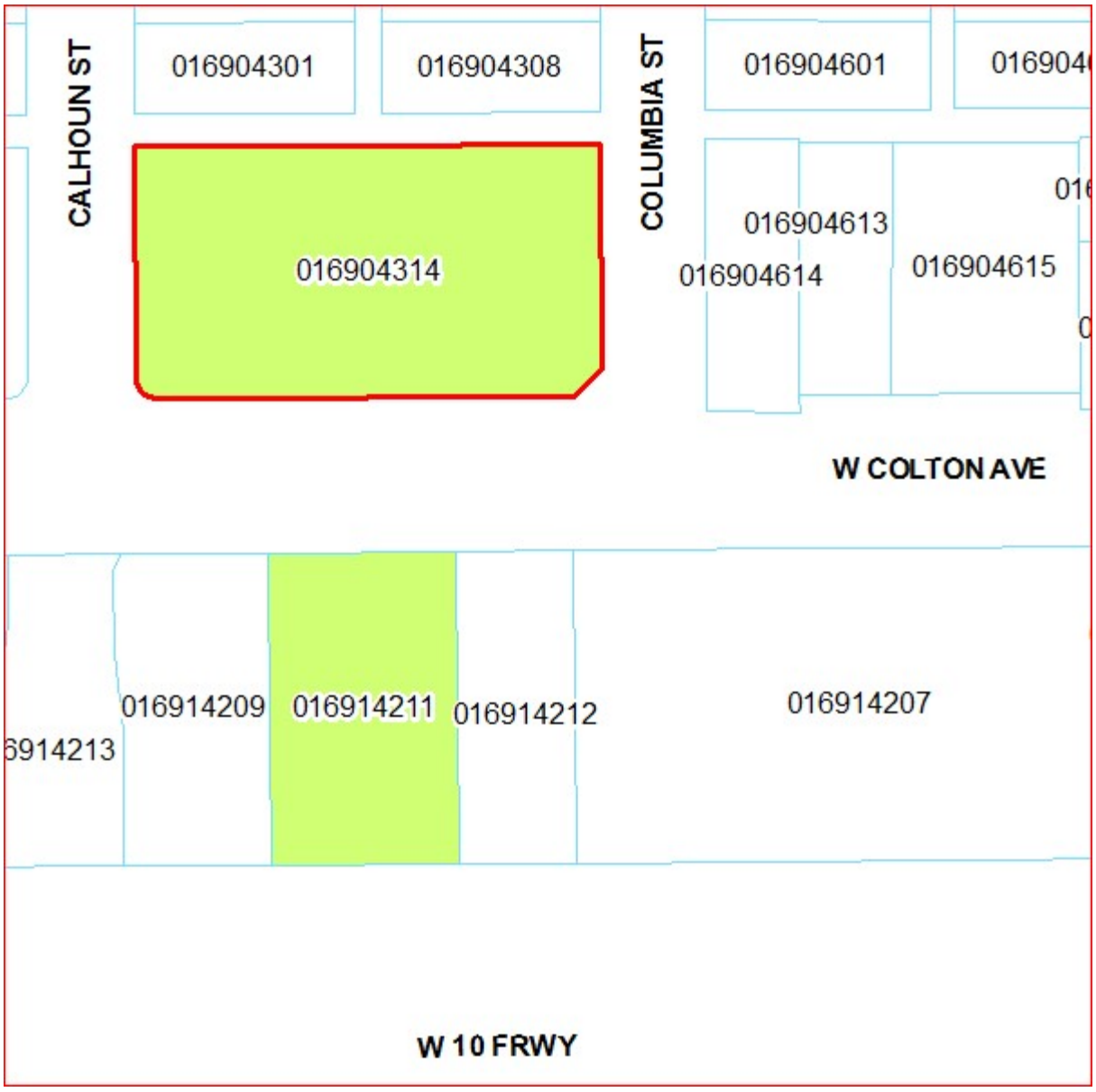
Lot line adjustment shifted the boundary between 0292-201-36 and -38 northerly. New APNs were assigned by the Assessor. APN 0292-201-36 became -39 and APN 0292-201-38 became -40.

Annexation L7-C



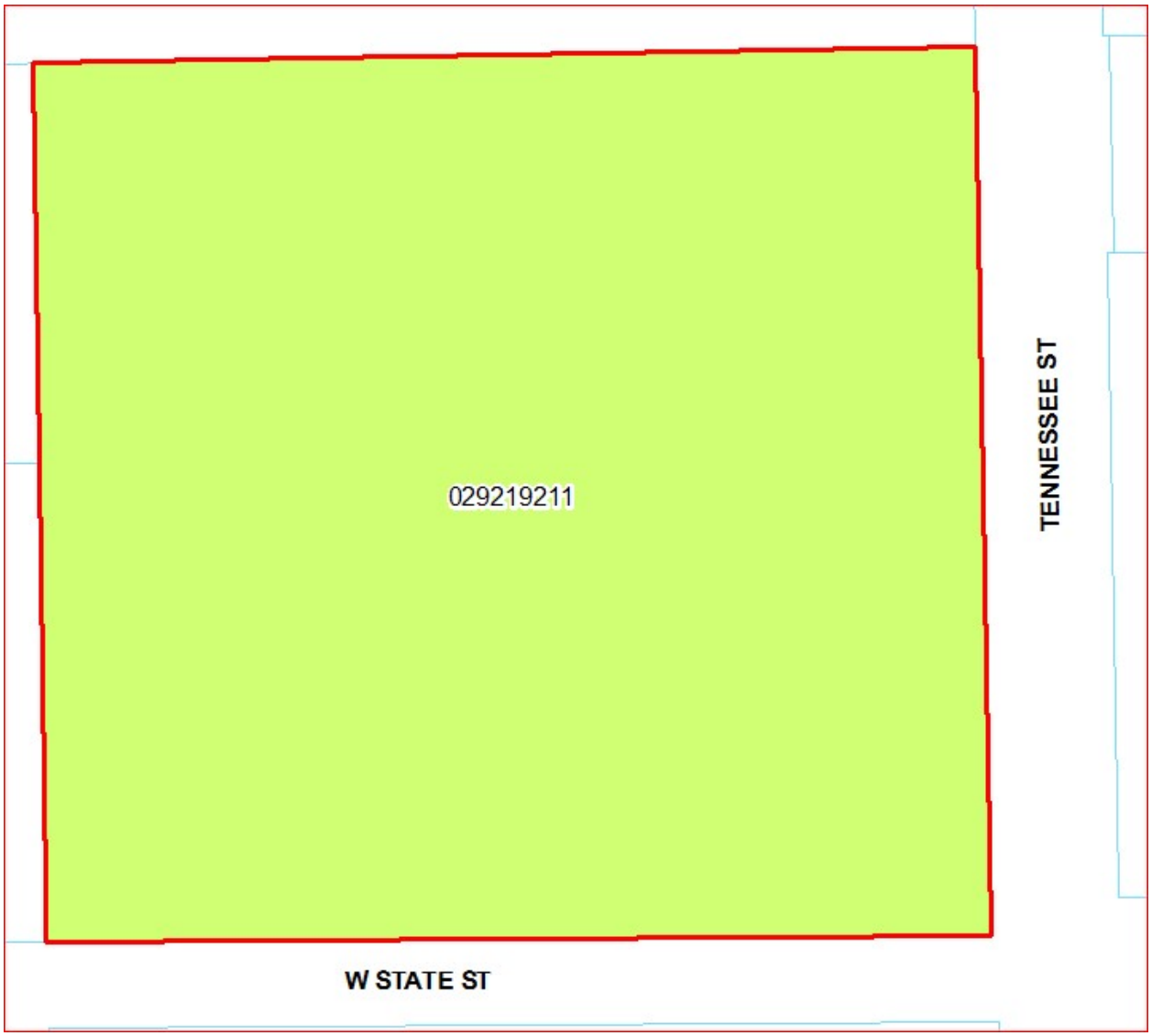
CUP 559

Annexation L7-D



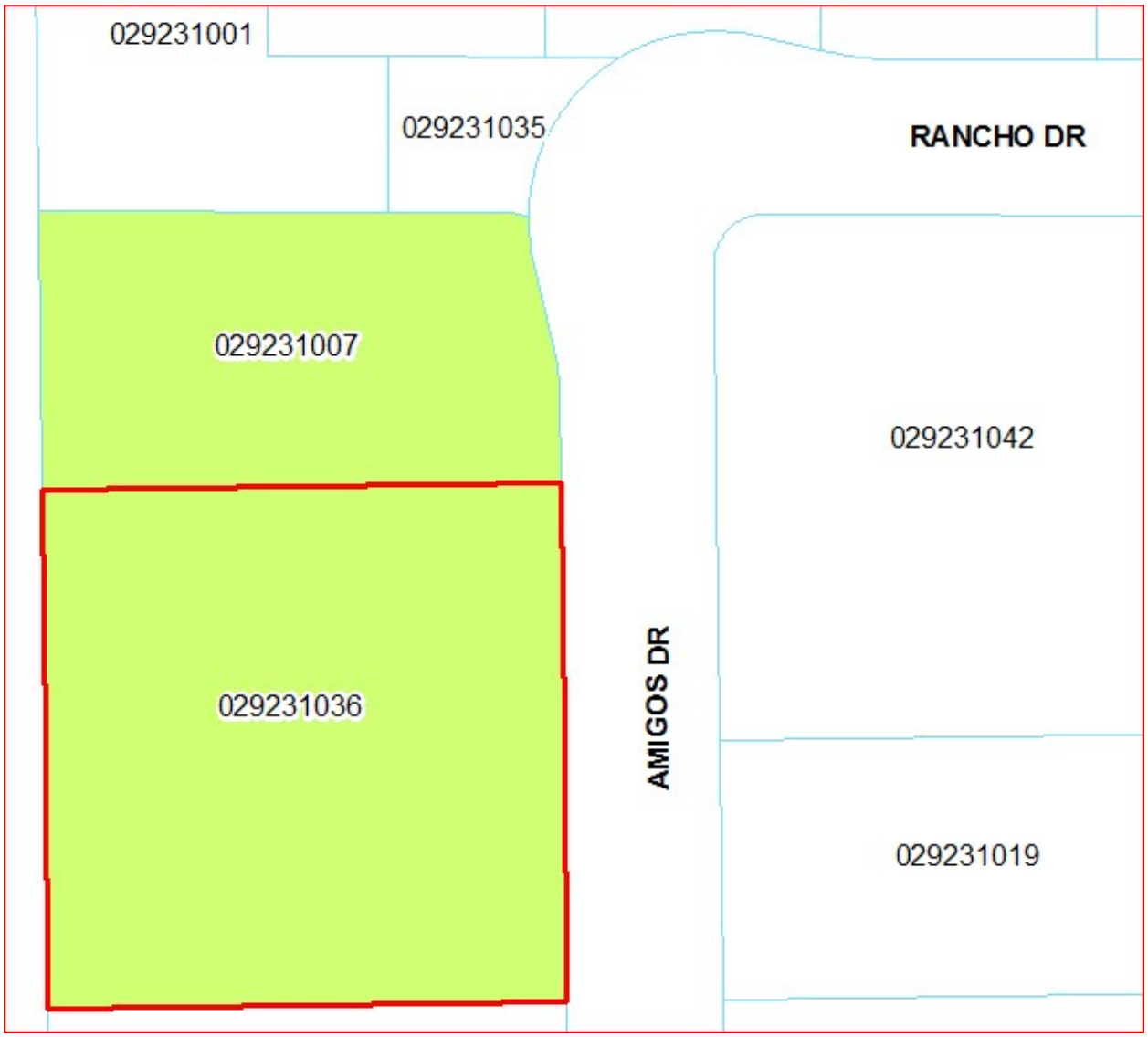
CRA 696

Annexation L7-E



CRA 543

Annexation L7-F



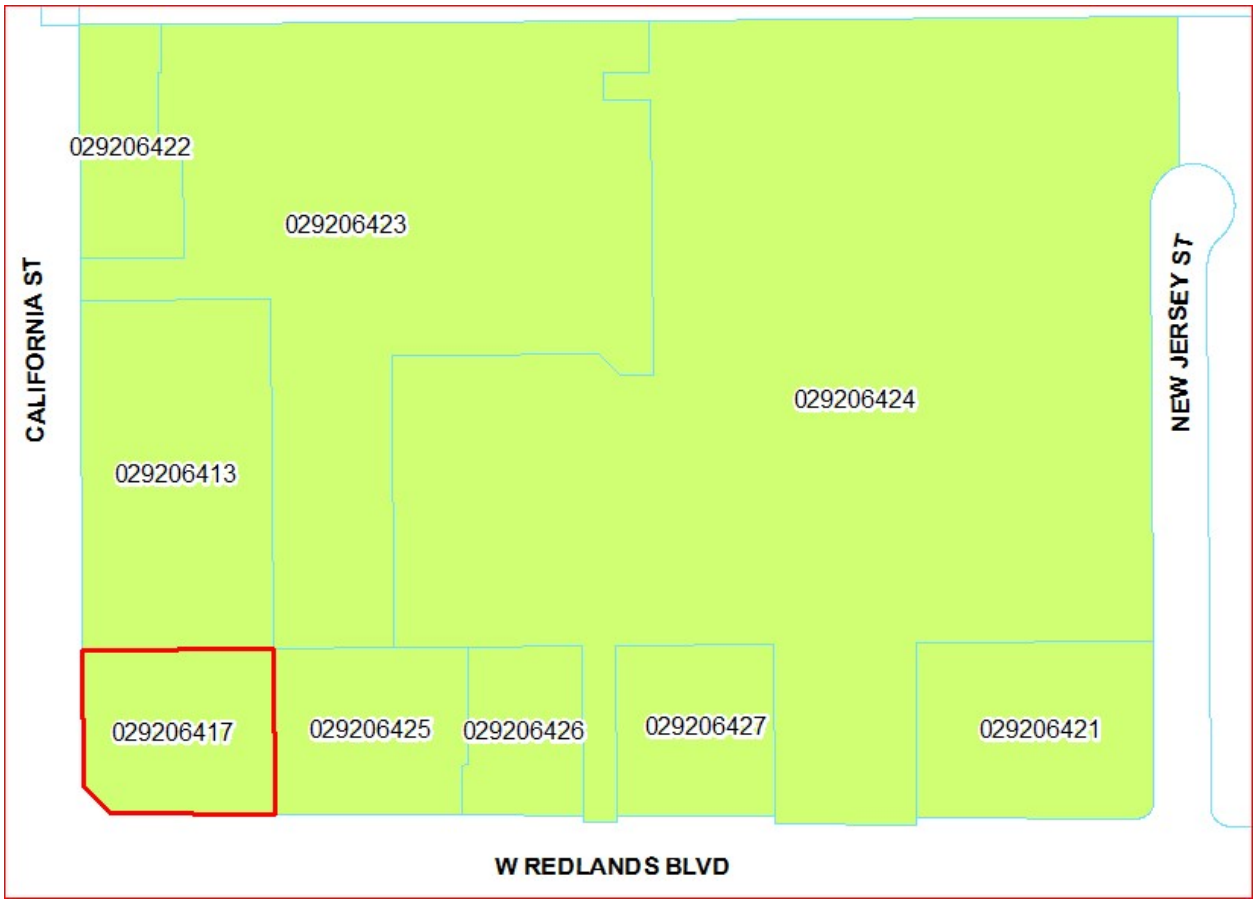
CRA 641

Annexation L7-G



CRA 640

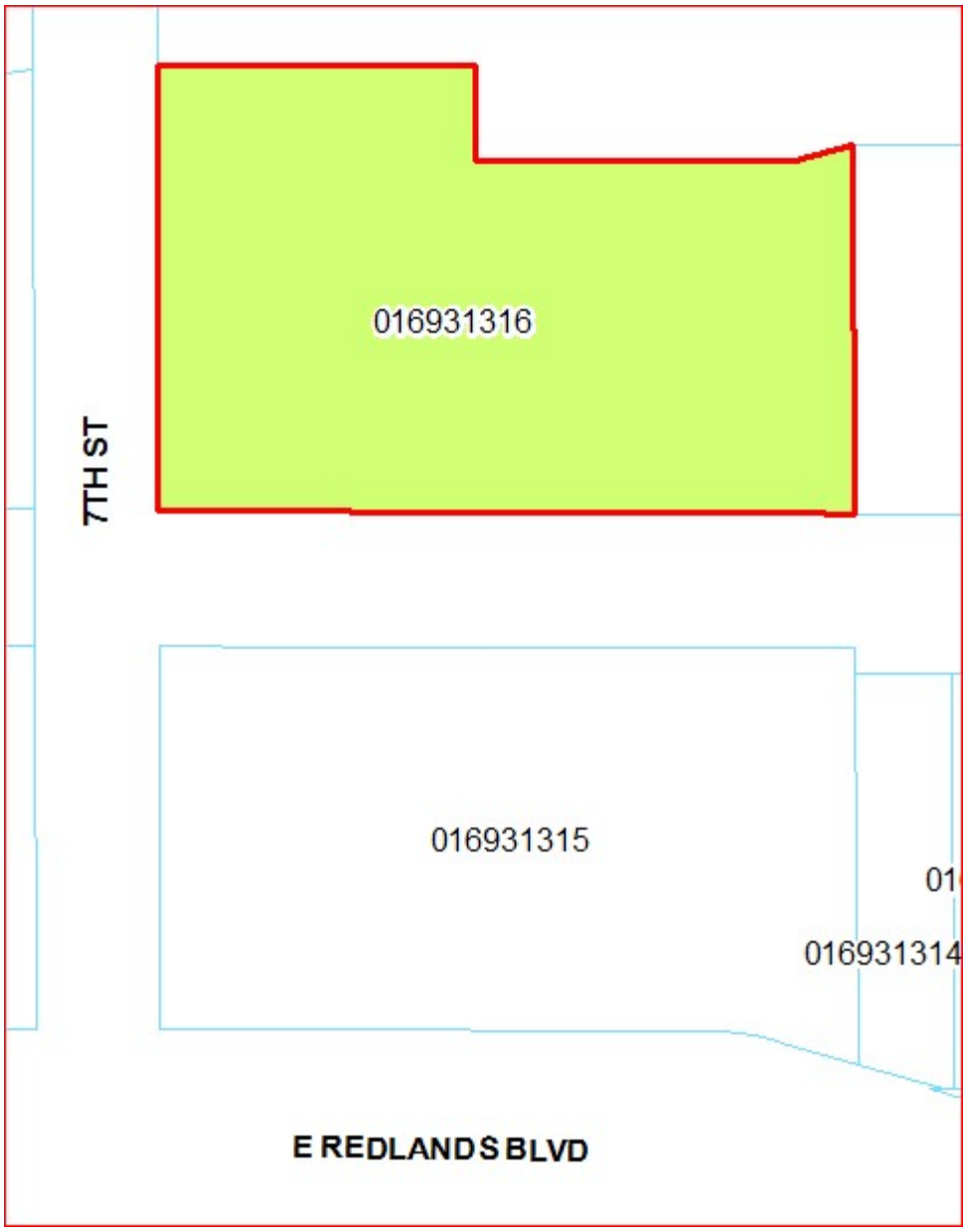
Annexation L7-H



CUP 562

Already included in Annexation L6-N

Annexation L7-I



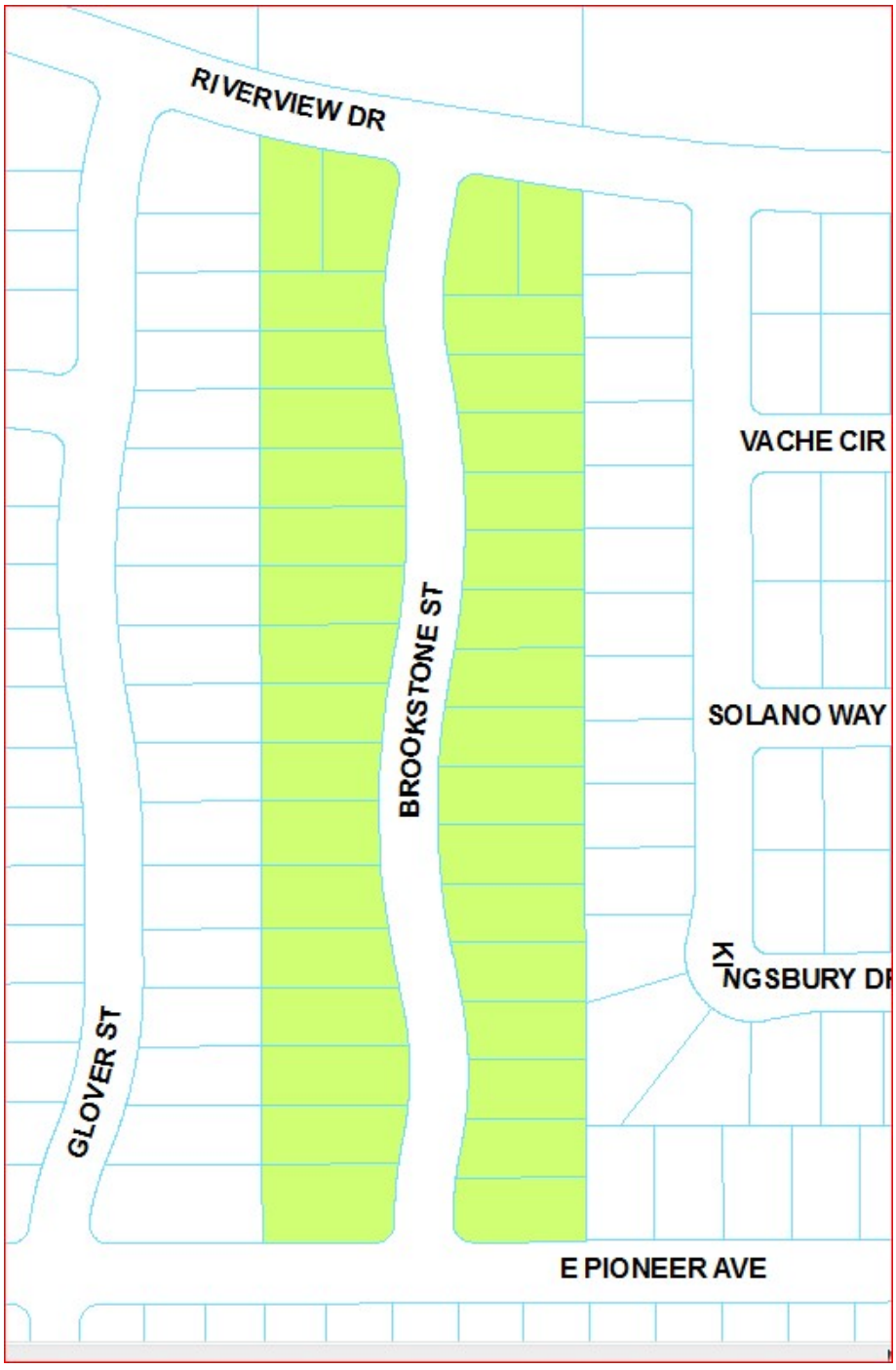
CUP 548

Annexation L8-A



CRA 637

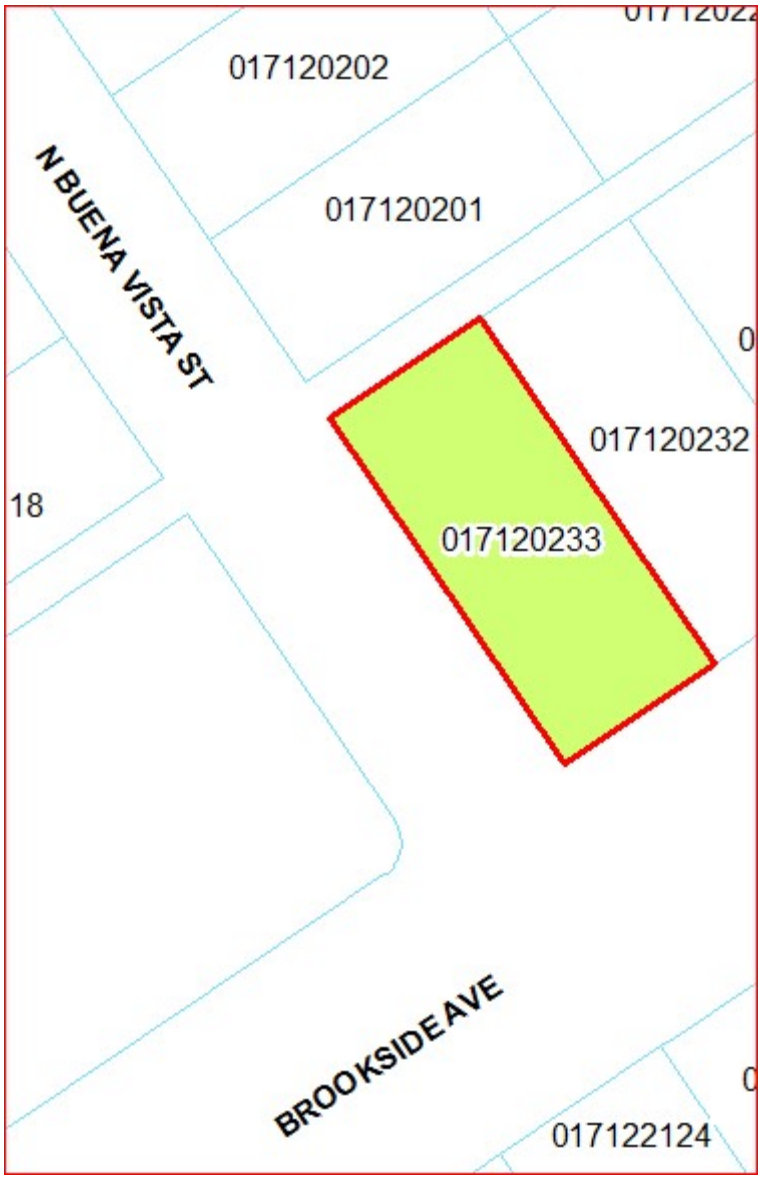
Annexation L8-B



Tract Map 10179

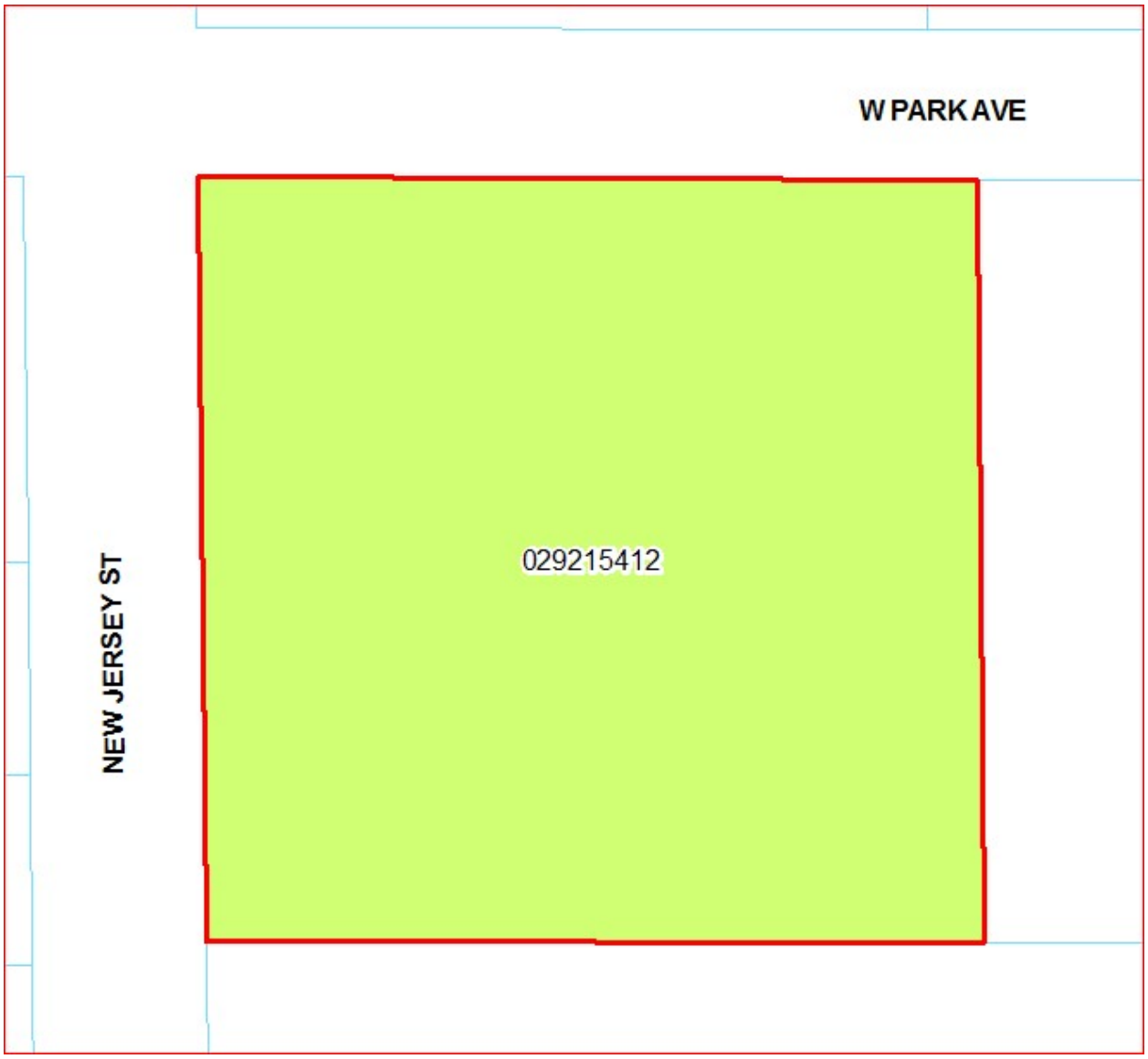
APN 0167-851-39 thru 56 and APN 0167-861-37 thru 54

Annexation L8-C



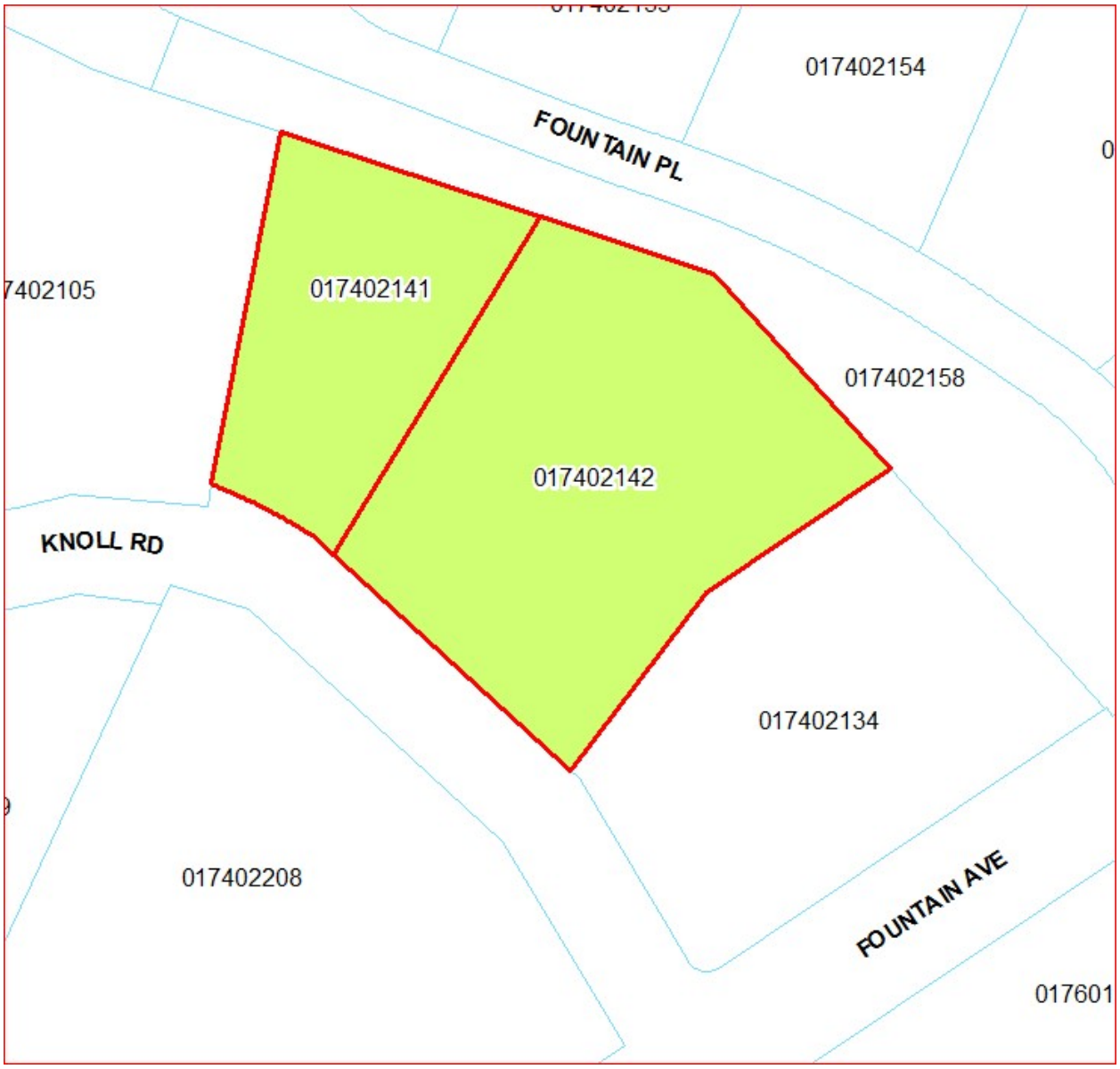
CUP 574

Annexation L8-D



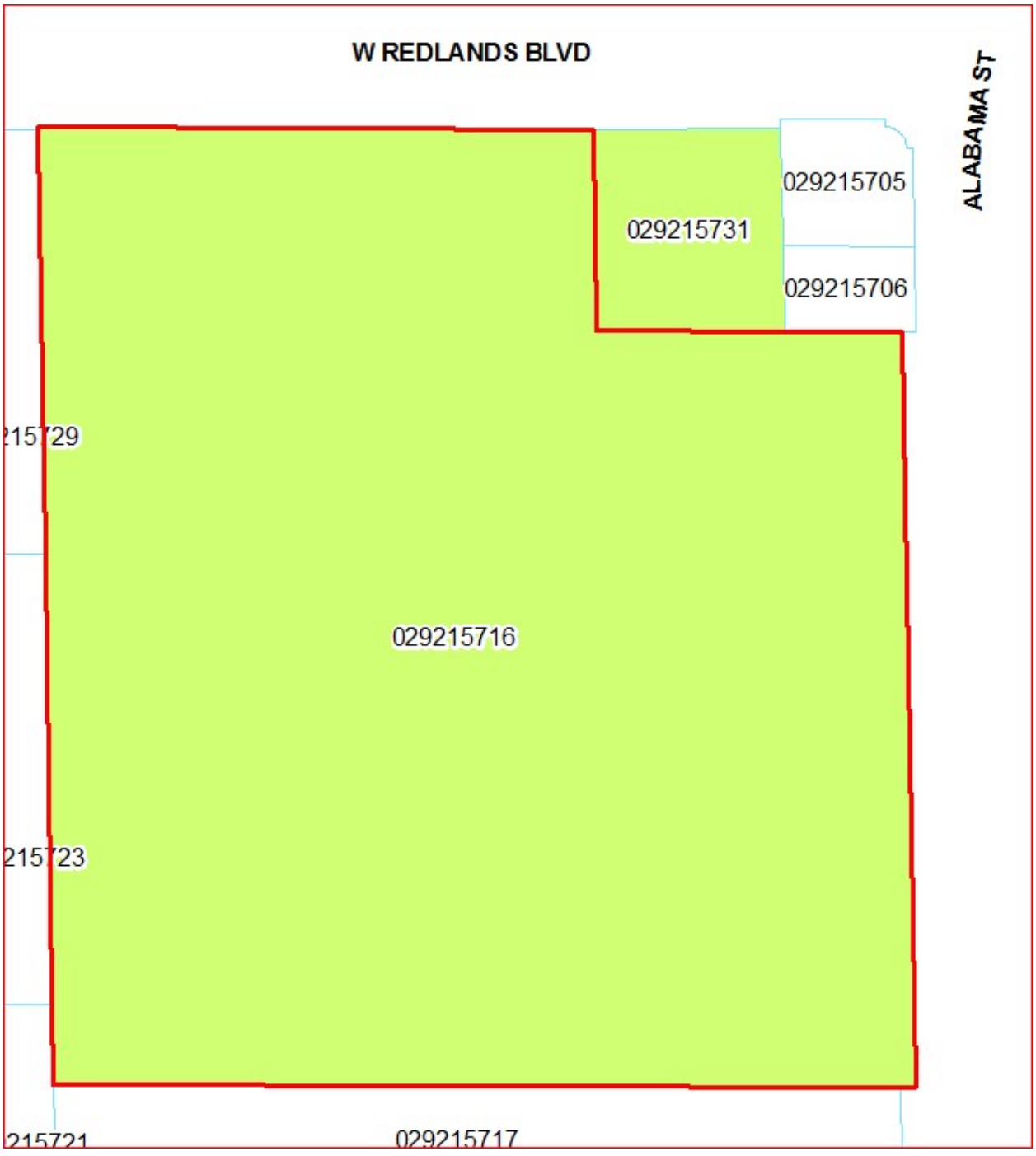
CUP 642

Annexation L8-E



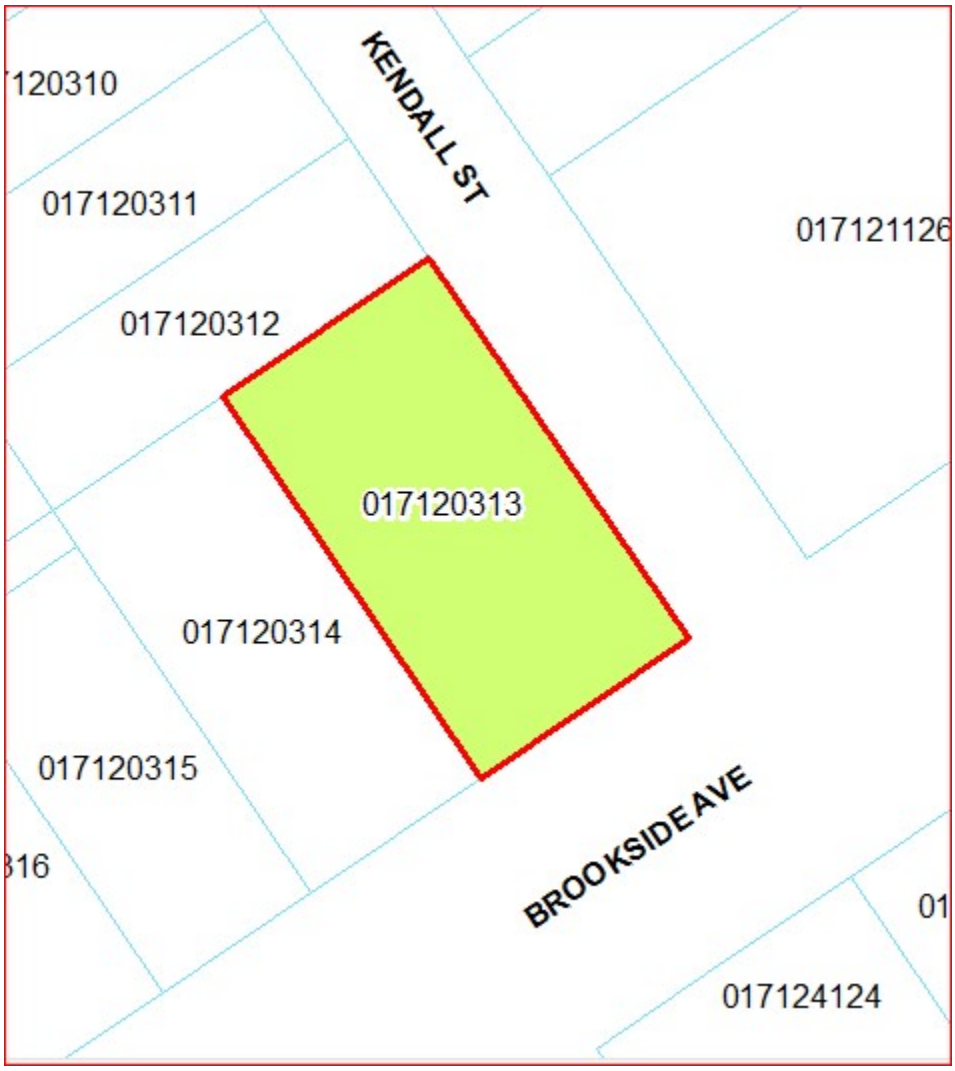
Parcel Map 14090

Annexation L9-A



CRA 648

Annexation L9-B



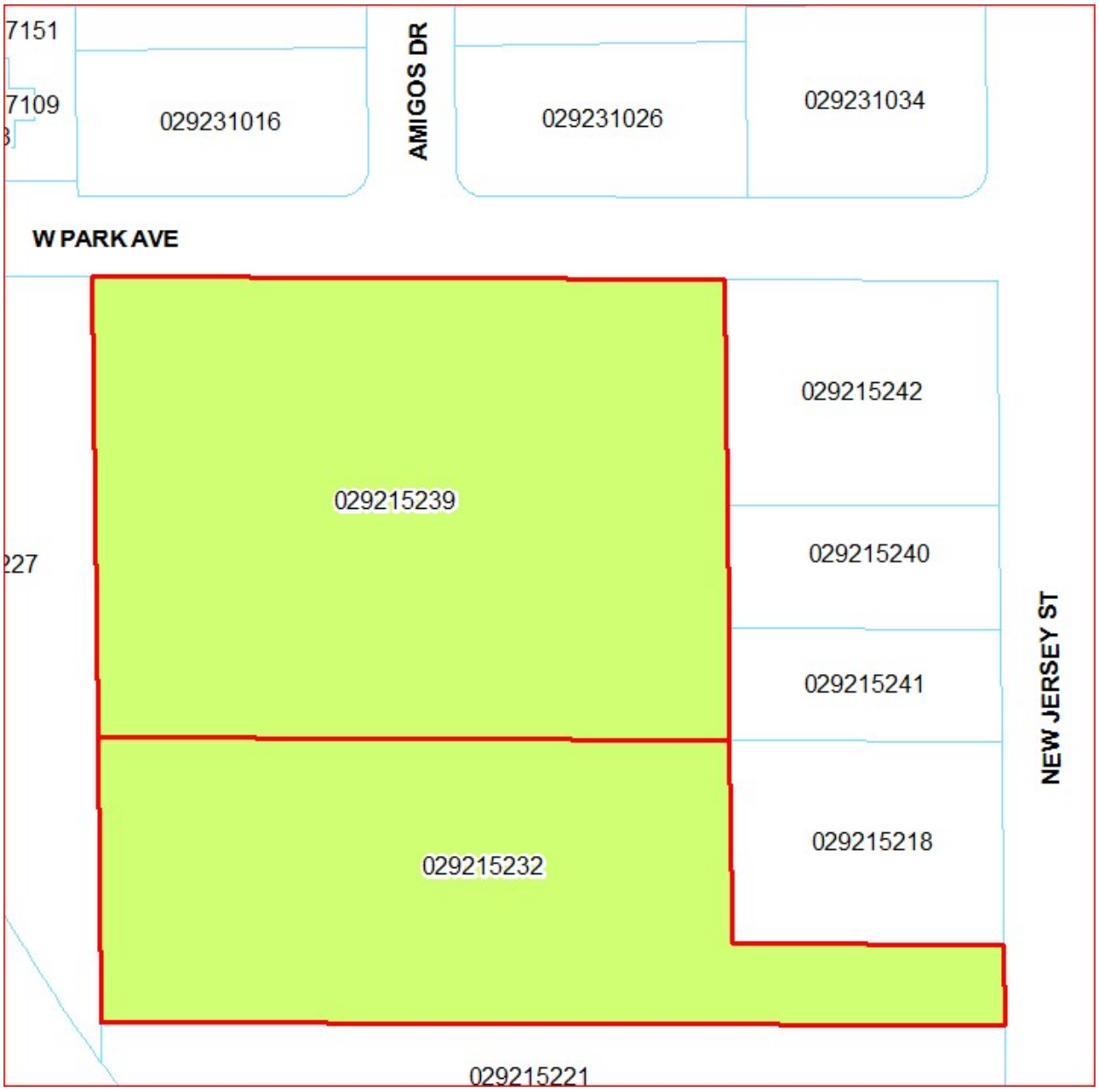
CUP 581

Annexation L10-A



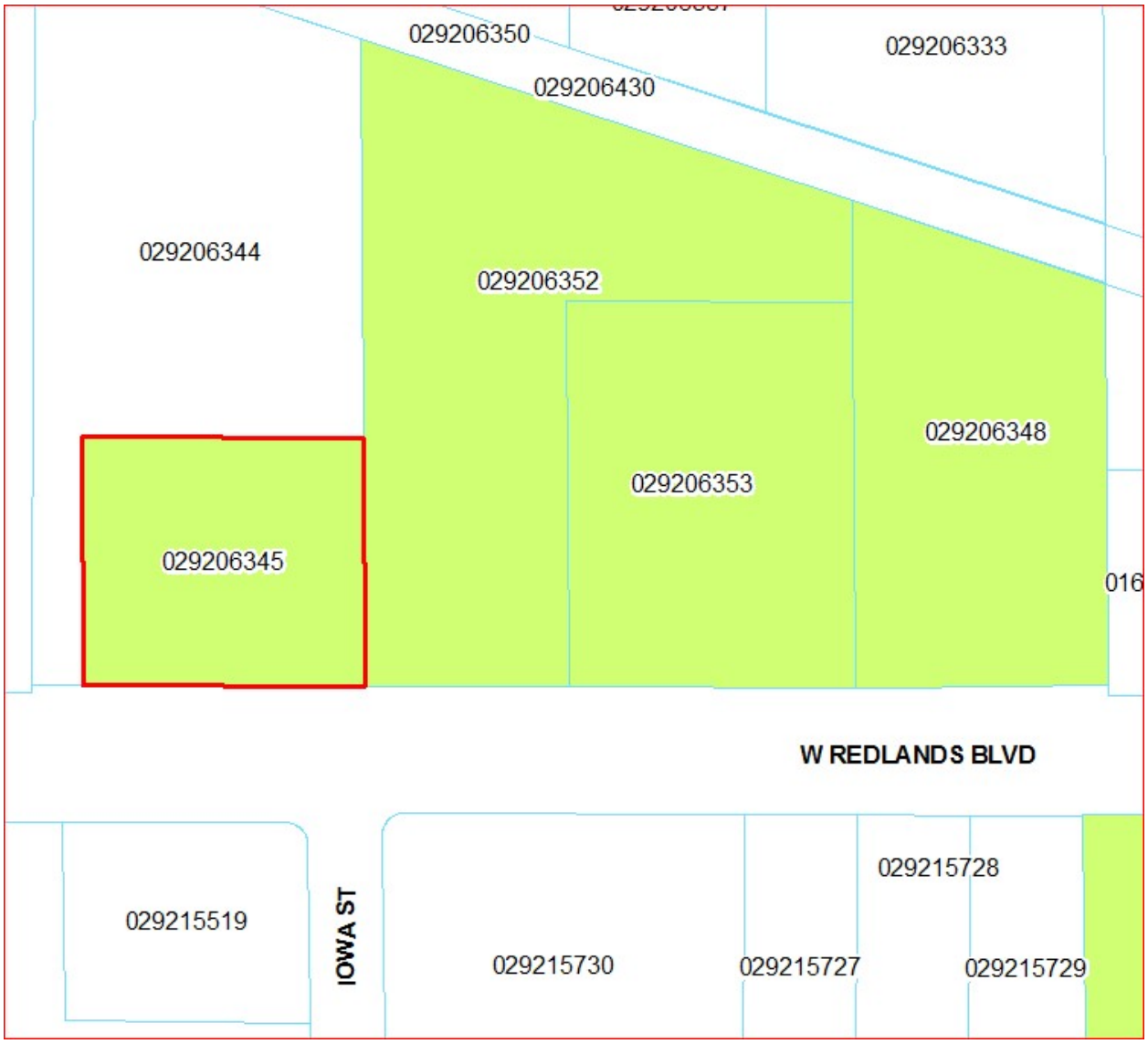
CRA 658

Annexation L10-B



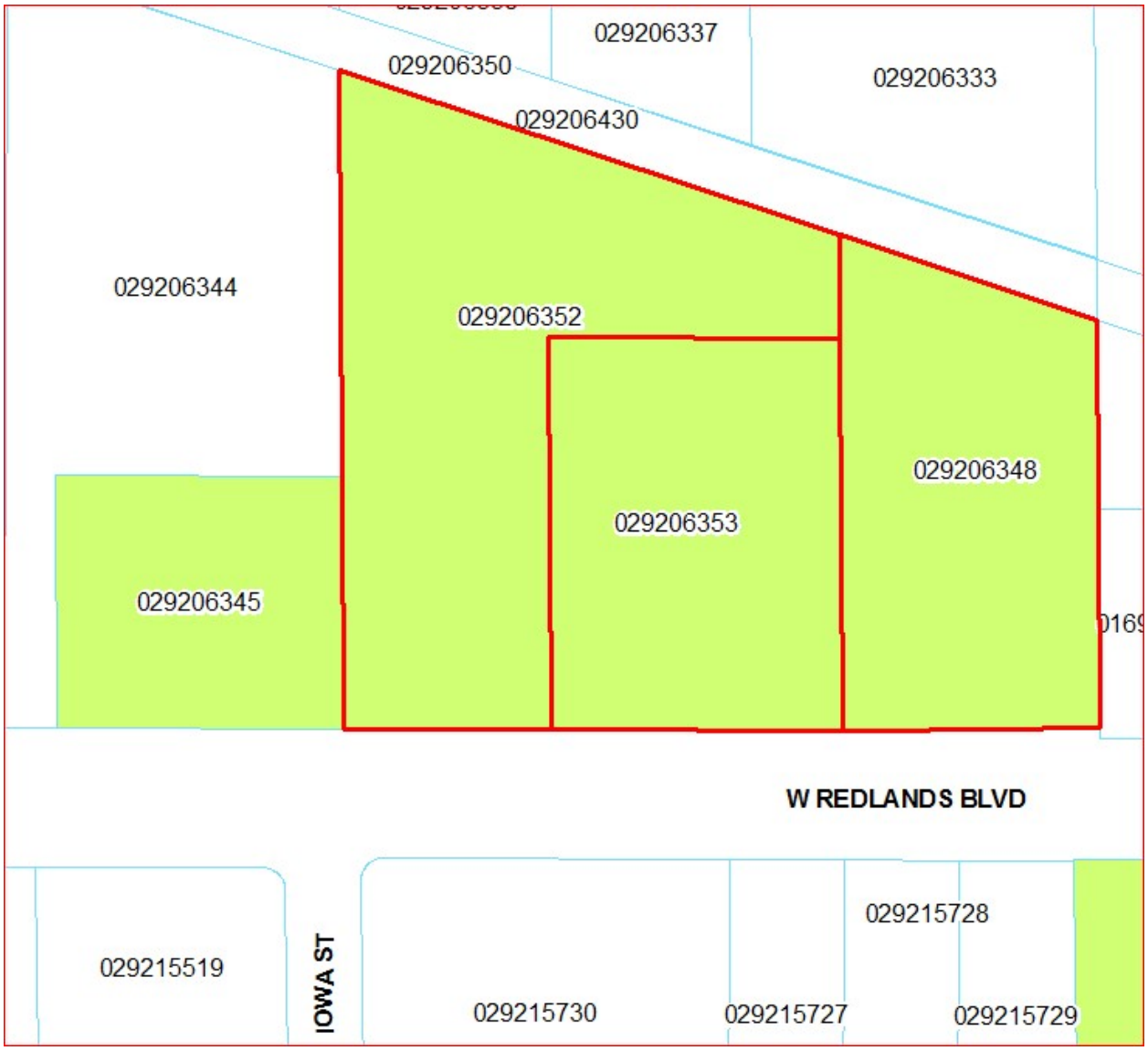
CRA 639

Annexation L10-C



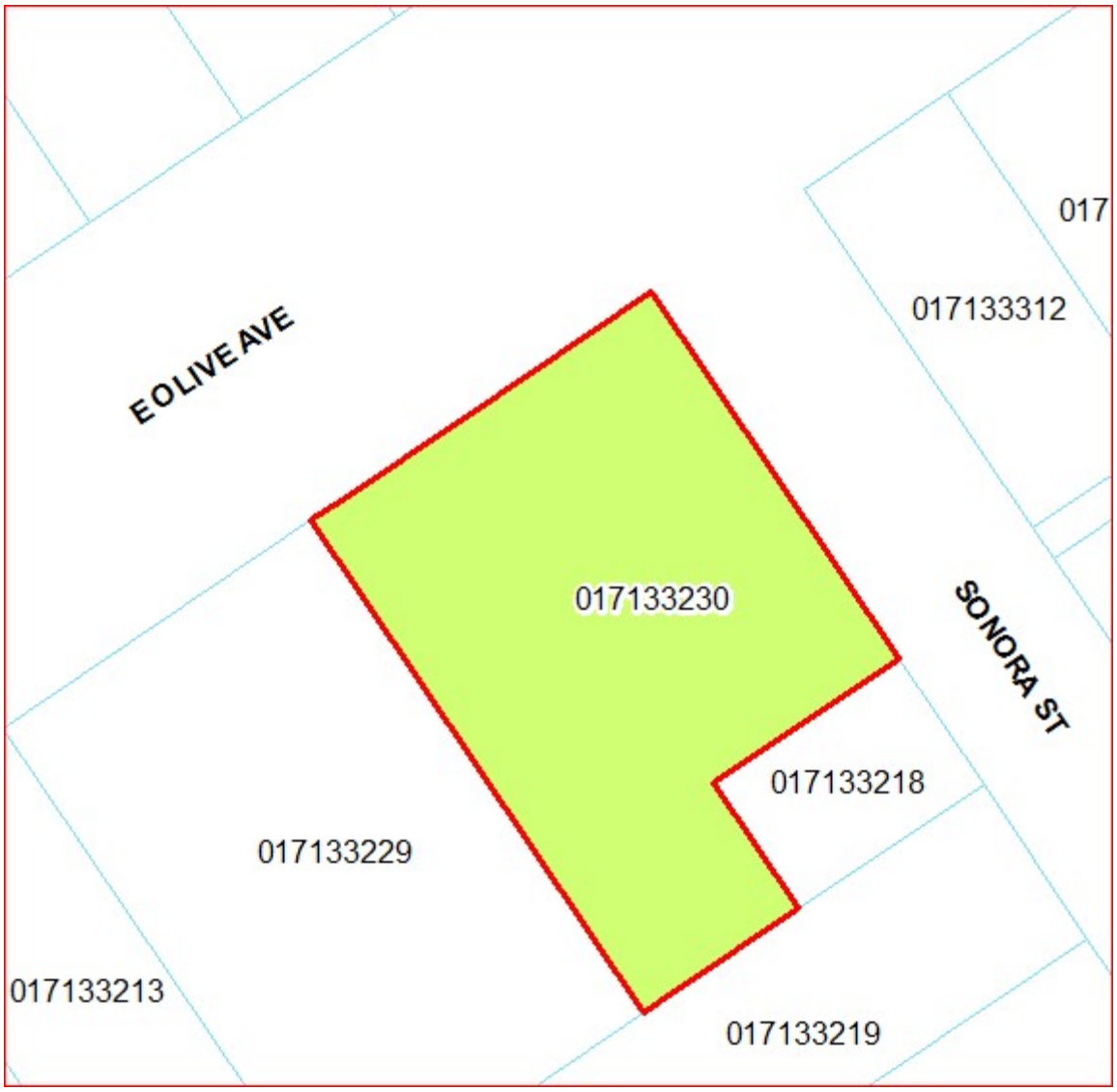
CRA 652

Annexation L10-D



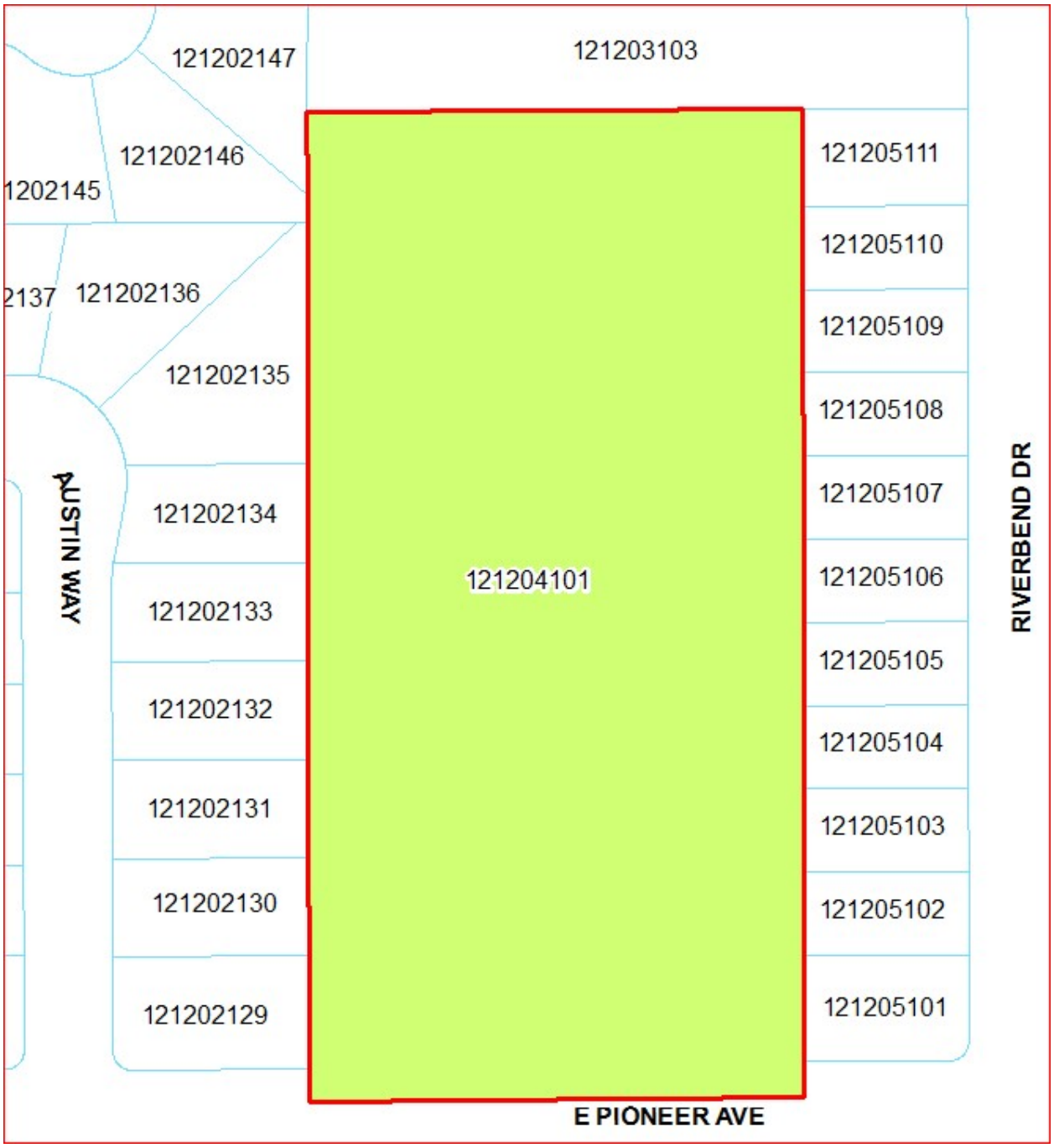
CUP 602

Annexation L10-E



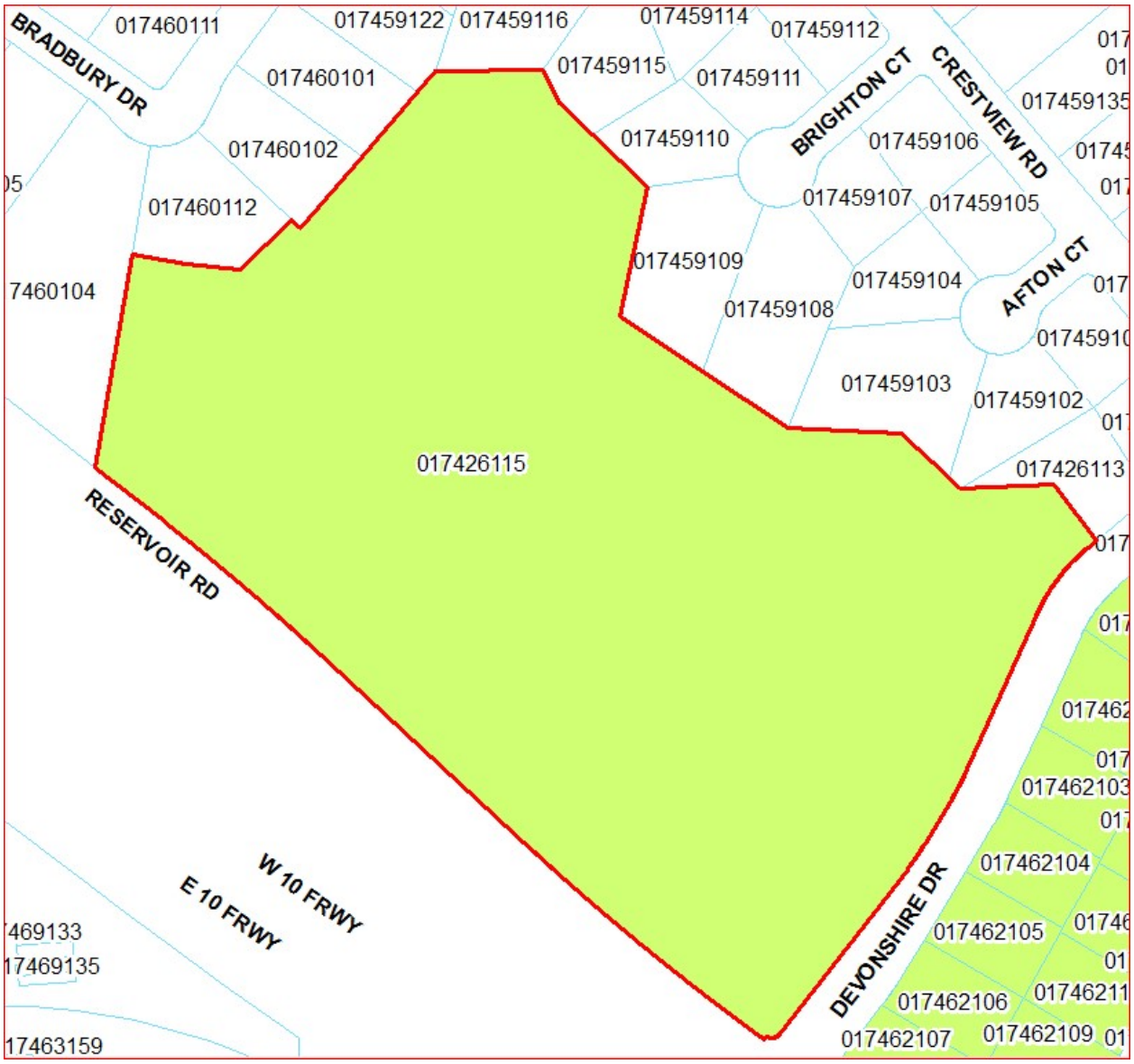
CUP 590

Annexation L10-F



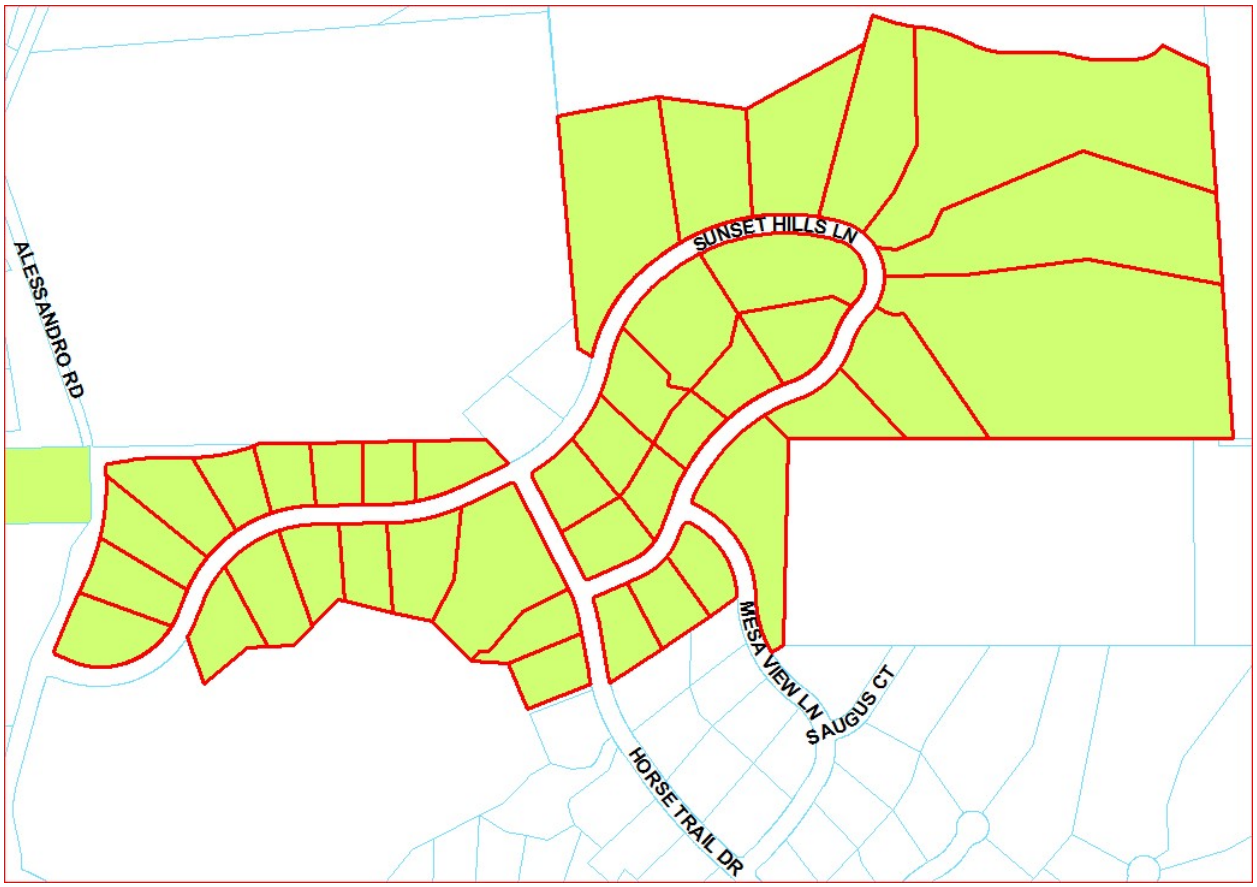
CUP 577

Annexation L10-G



CUP 541

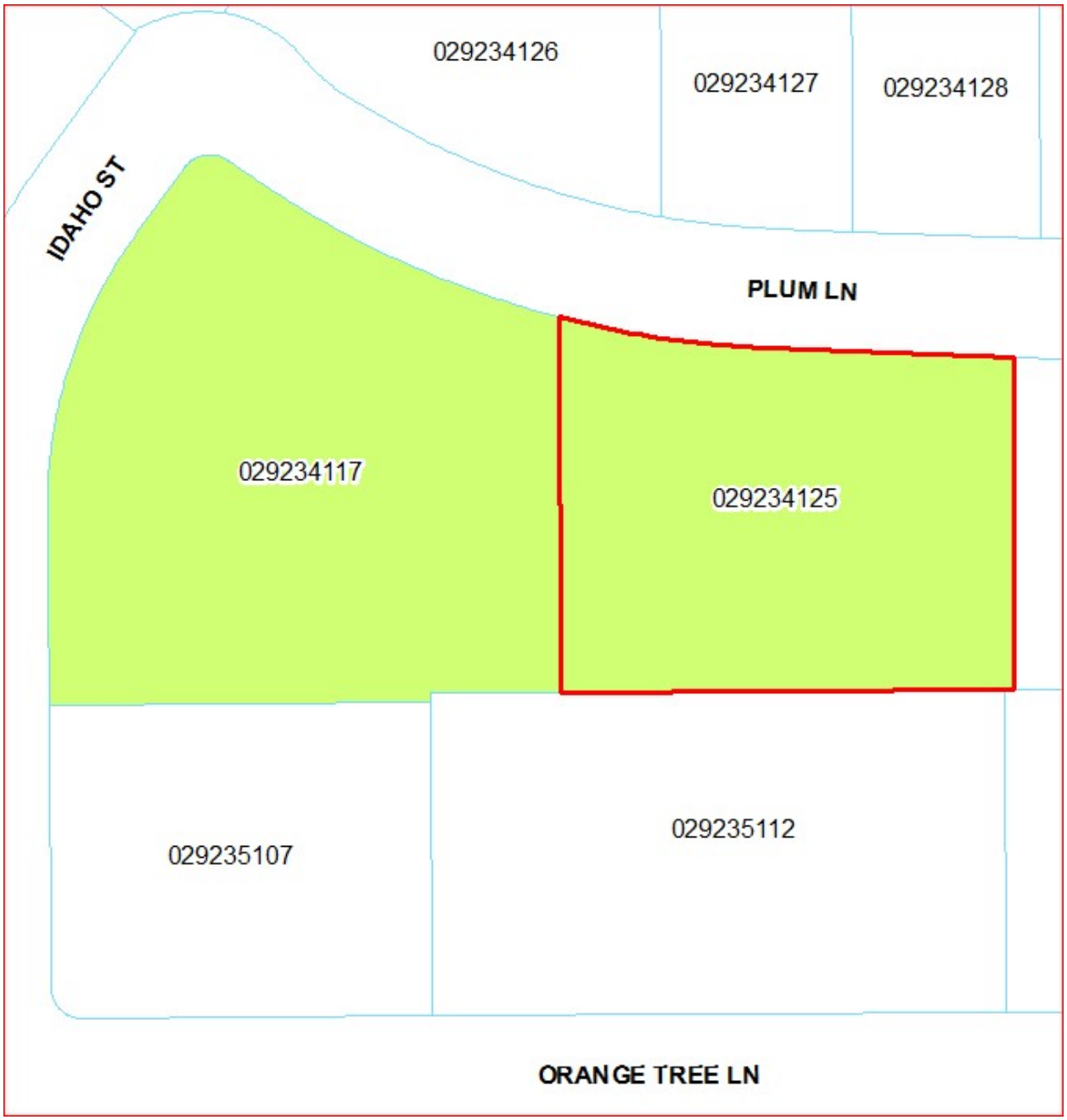
Annexation L10-H



Tract Map 14790-1

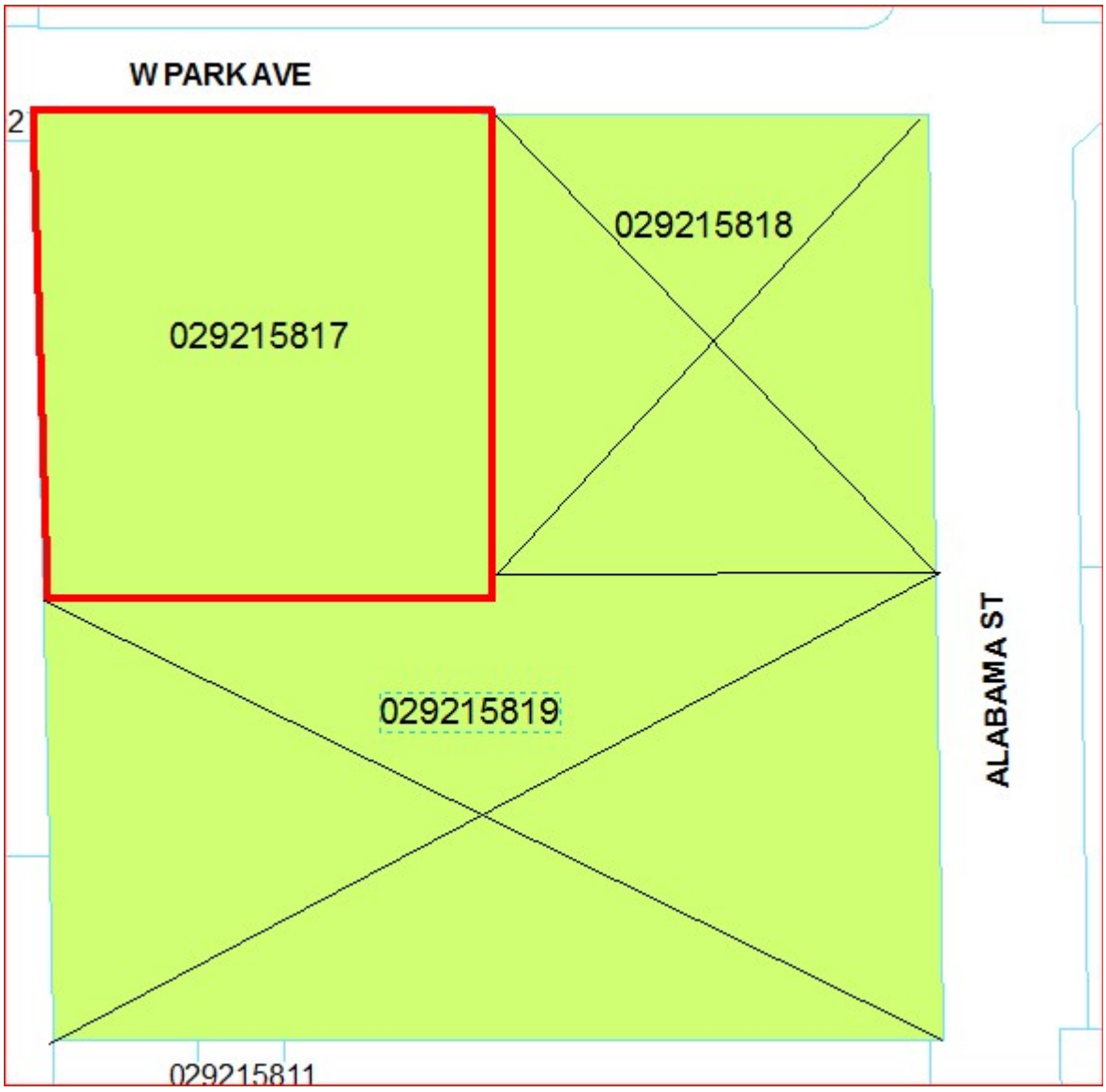
APN 0176-521-01 thru -13, APN 0176-521-18 thru -23
APN 0176-521-27 thru -32, APN 0176-531-01 thru -03
APN 0176-531-07 thru -09, APN 0176-531-12, -13, and -18
APN 0176-531-20 thru -22, APN 0176-531-24 thru -26

Annexation L11-A



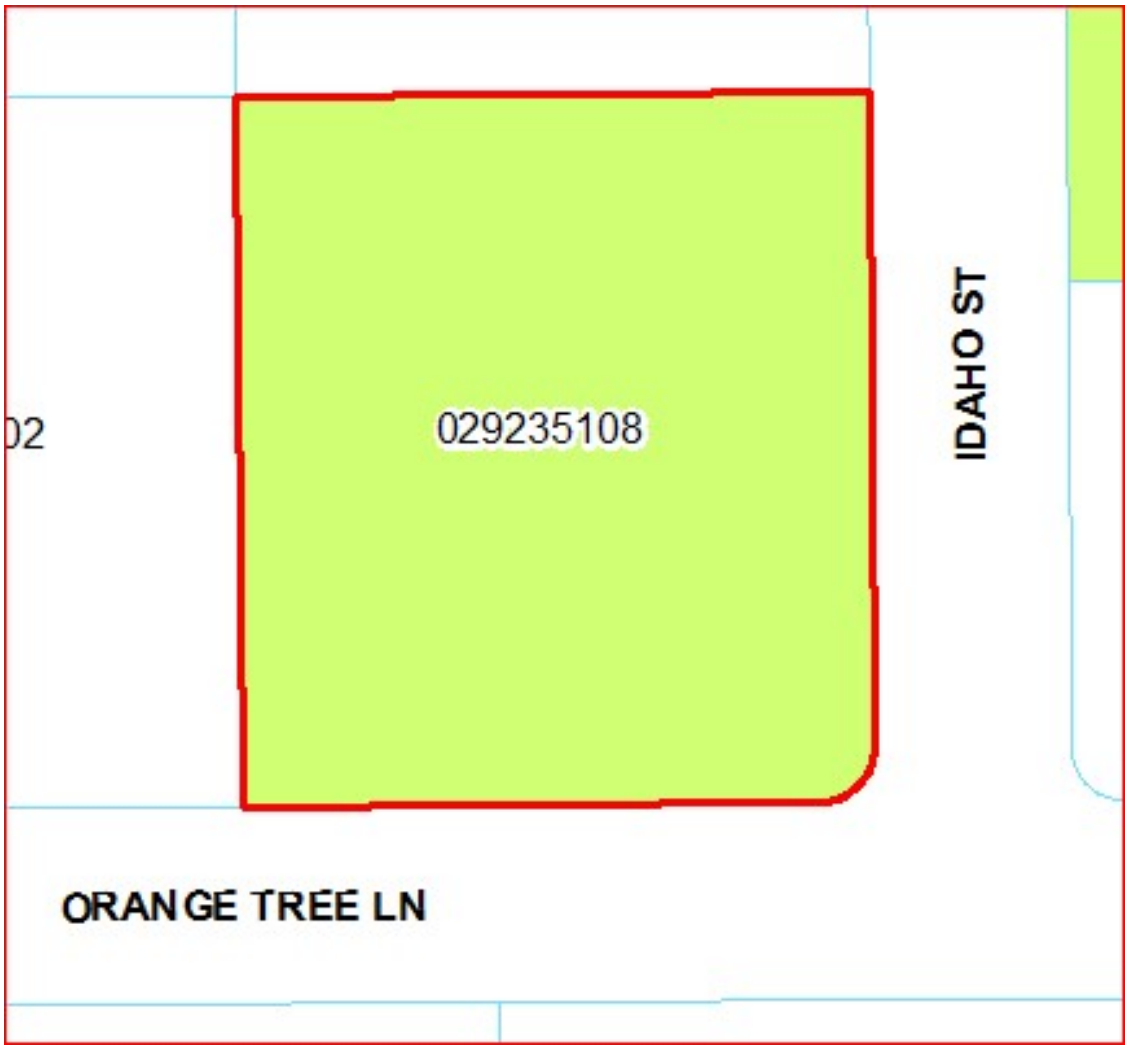
CRA 664

Annexation L11-B



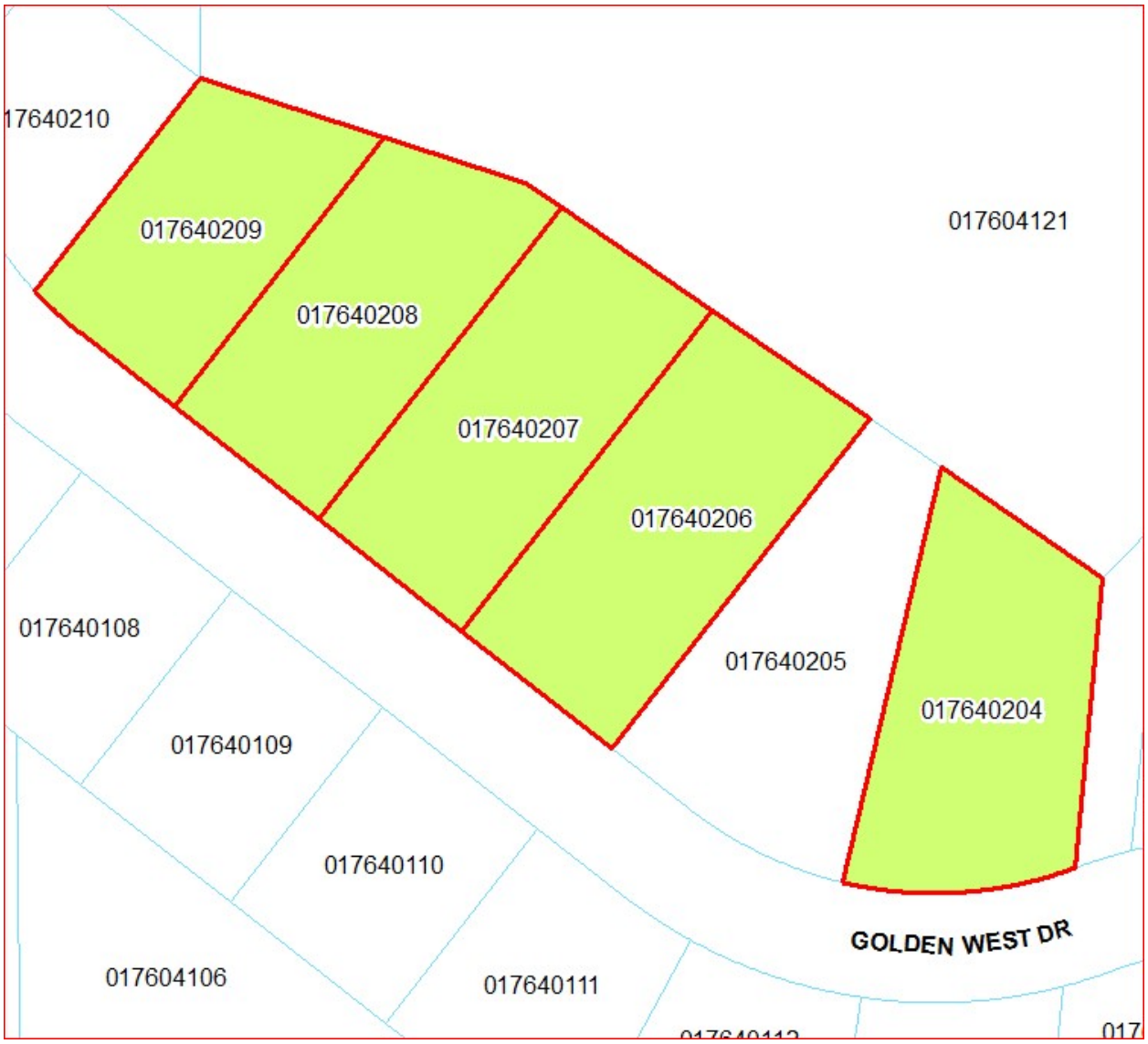
CRA 666

Annexation L11-C



Tract 11535, Lot 36

Annexation L12-A, L12-B, L12-C, L12-D and L12-E



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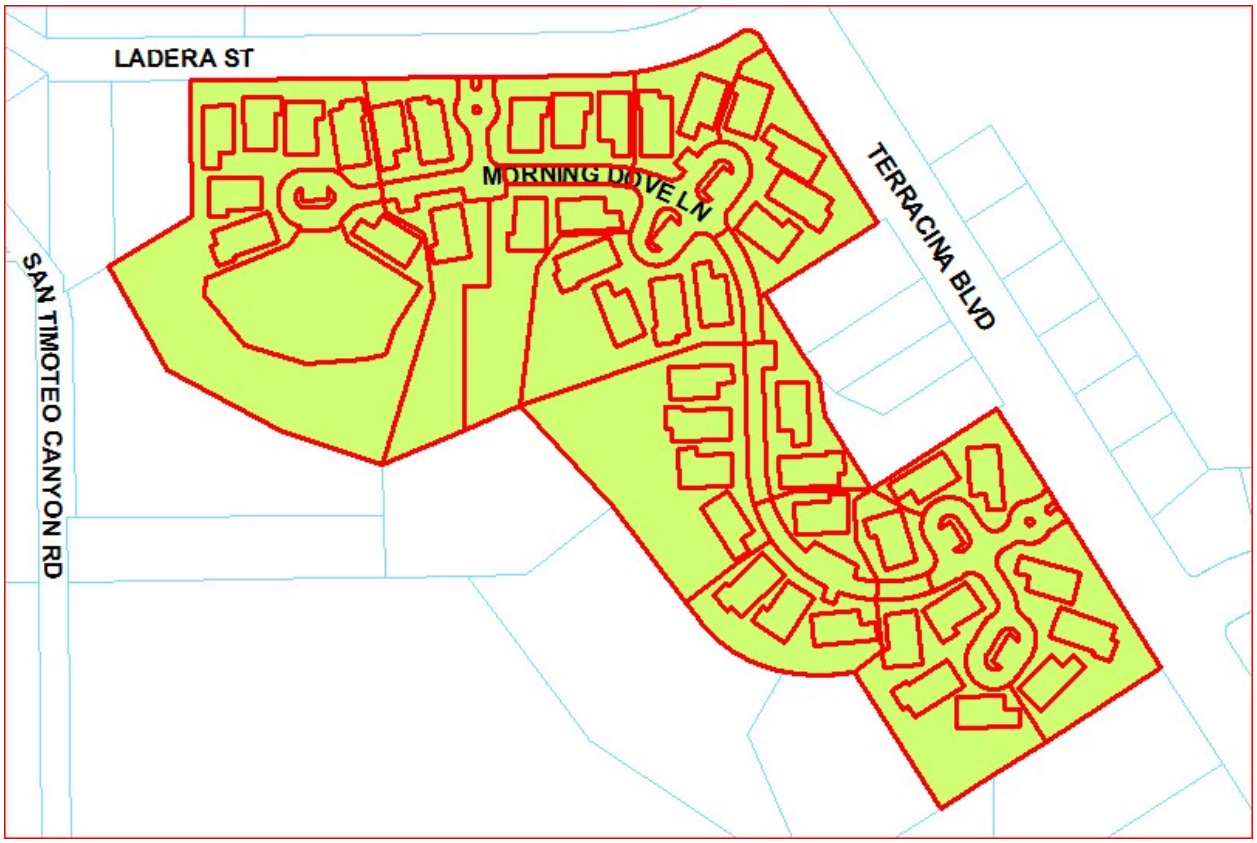
Annexation L12-B, APN 0176-402-08
Annexation L12-C, APN 0176-402-07
Annexation L12-D, APN 0176-402-06
Annexation L12-E, APN 0176-402-04

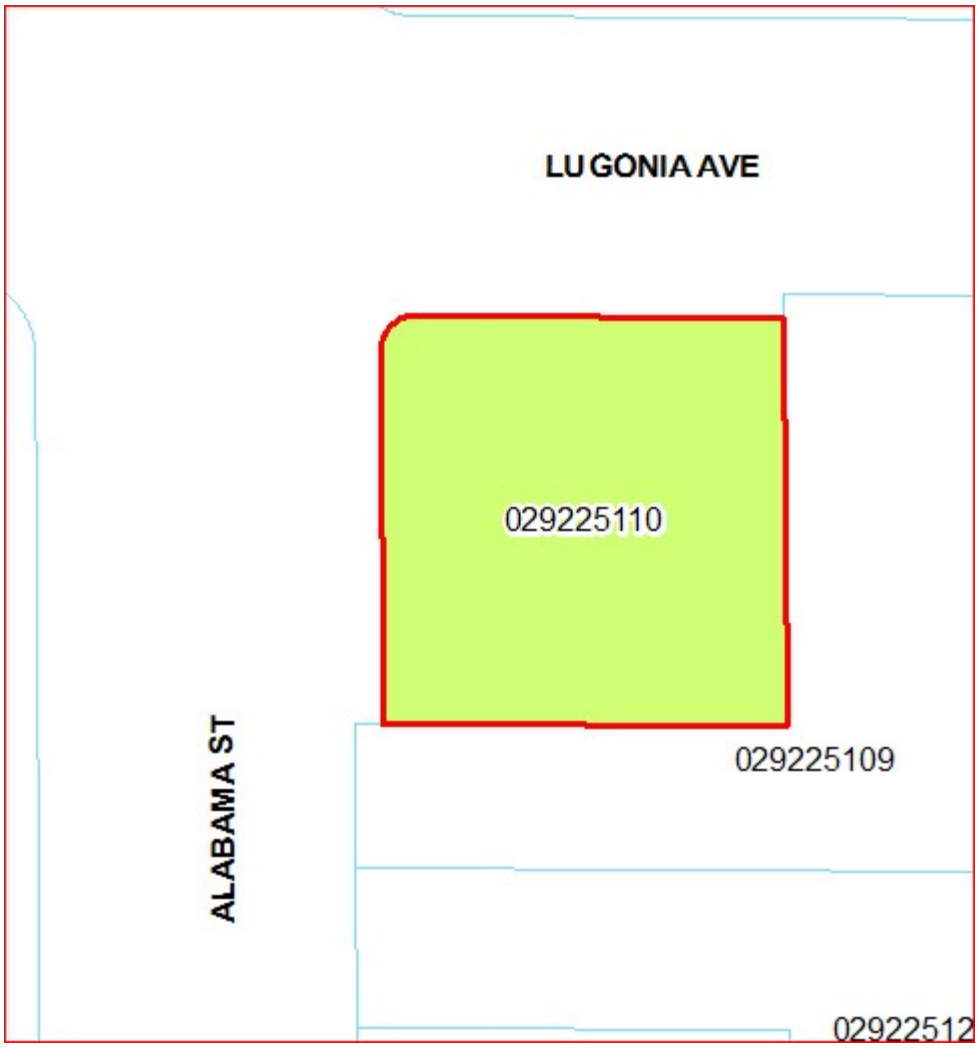
Annexation L12-F



Tract 15589

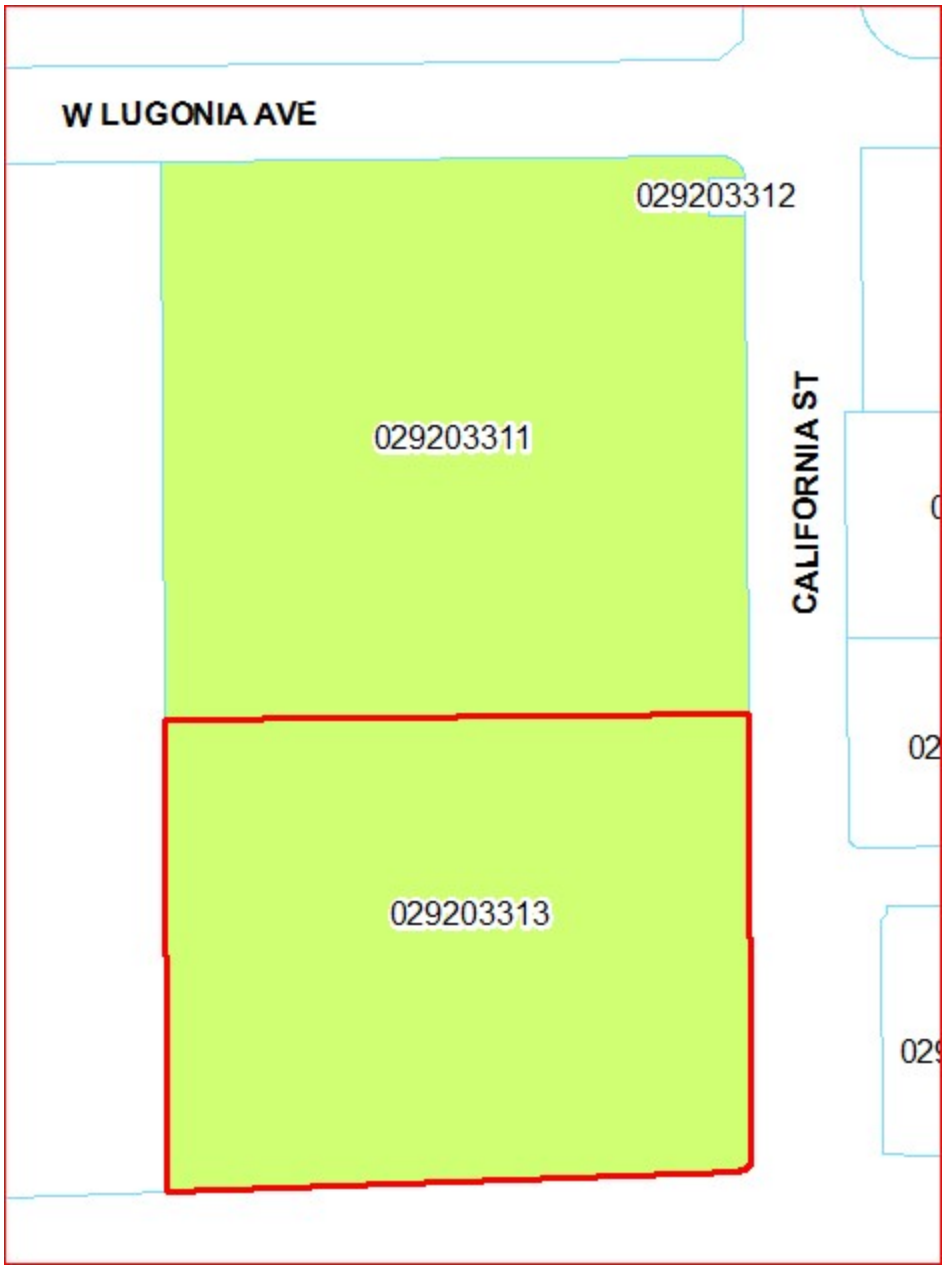
APN 0293-421-01 thru -45

Annexation L12-G



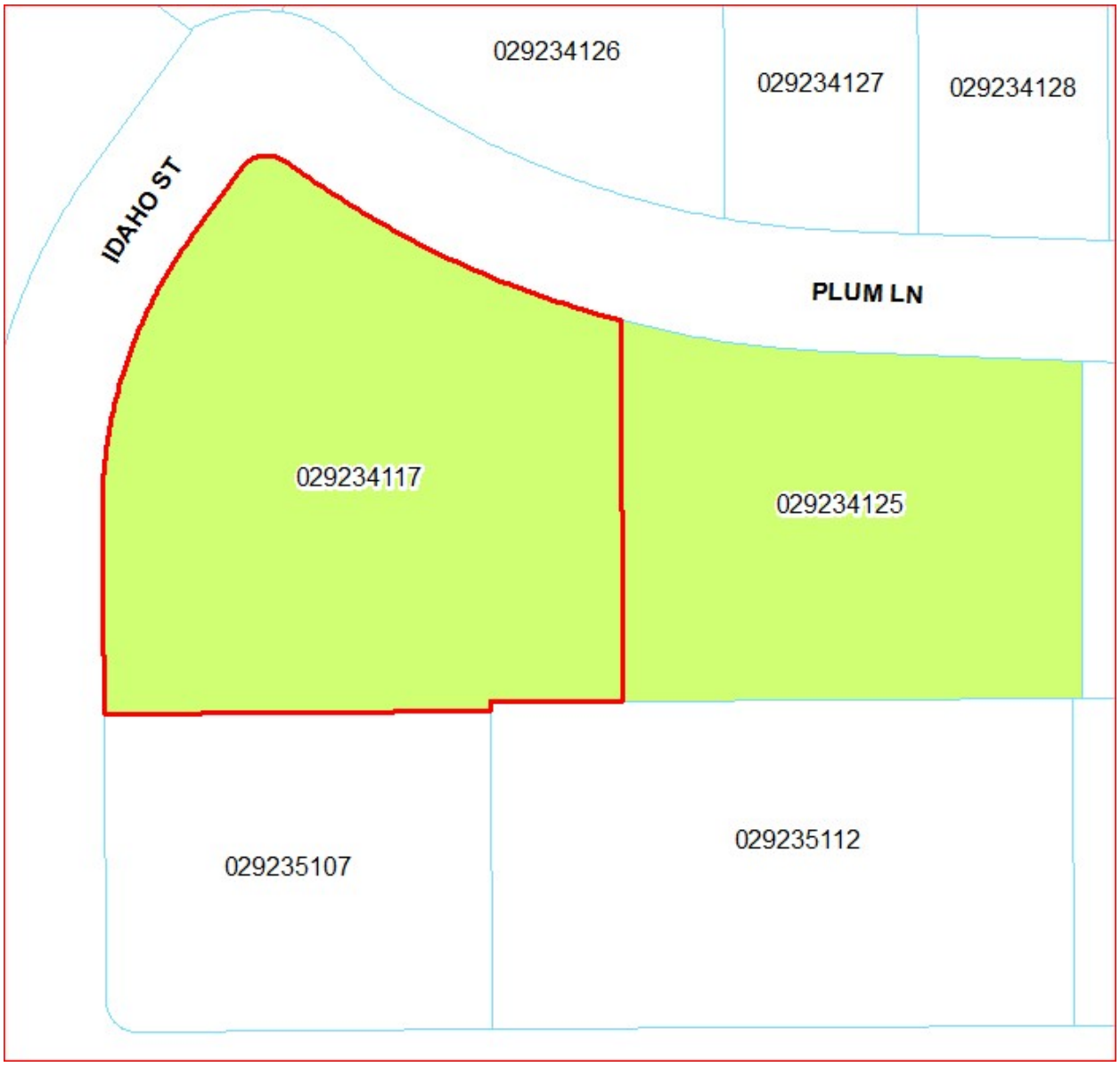
CUP 620

Annexation L12-H



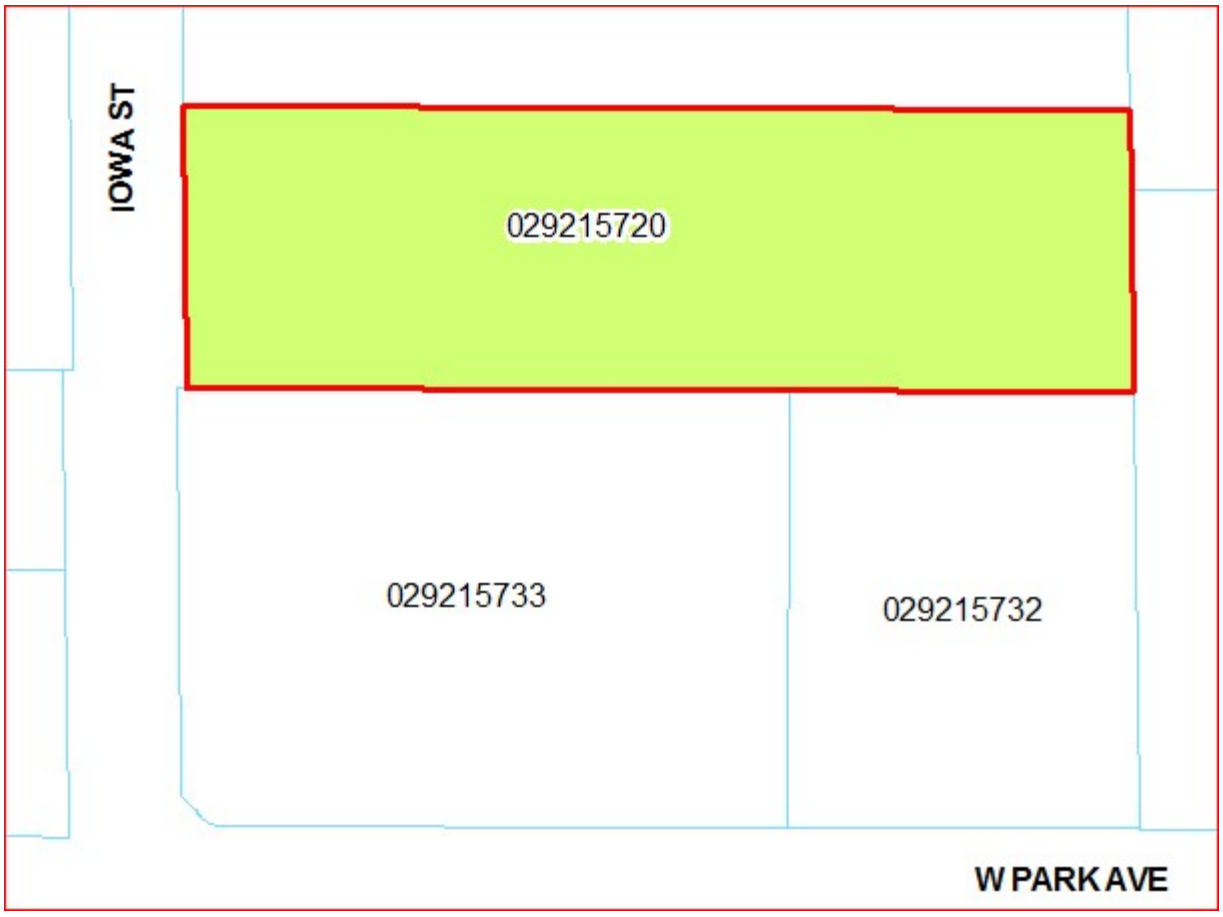
CUP 617

Annexation L12-I



CRA 668

Annexation L12-J



CUP 670

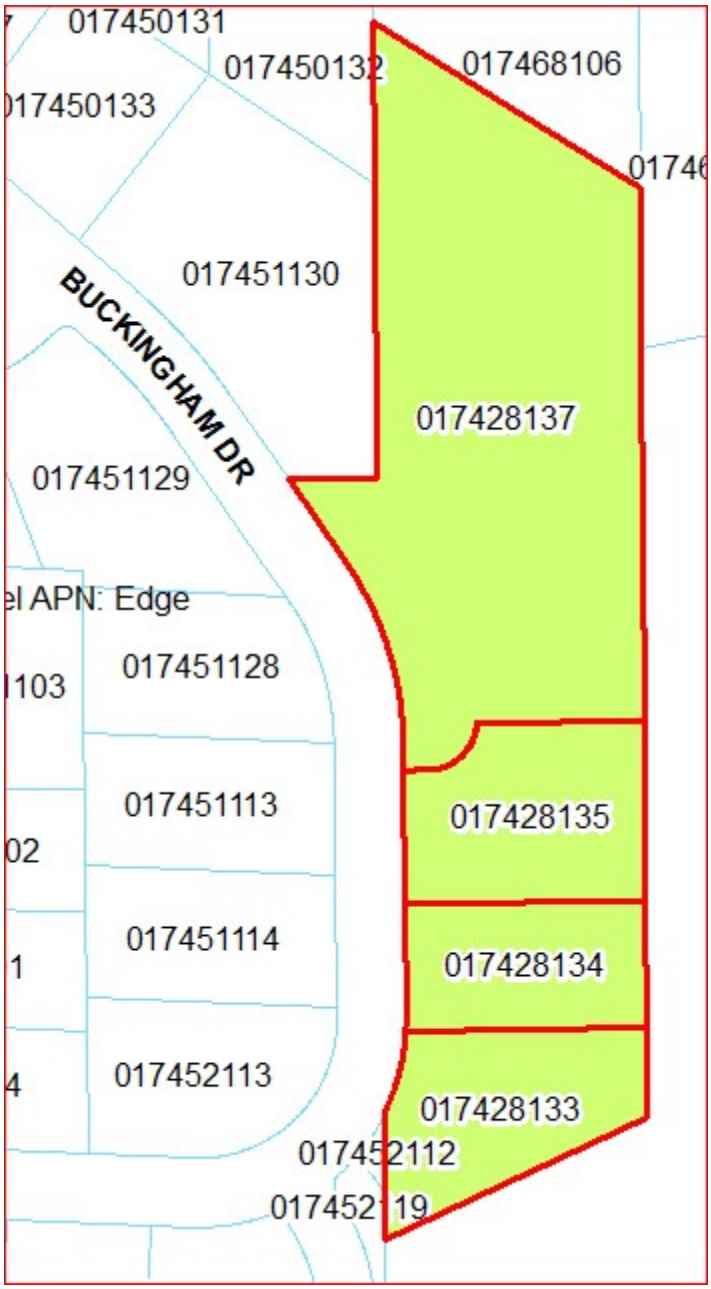
Annexation L12-K



MS 235

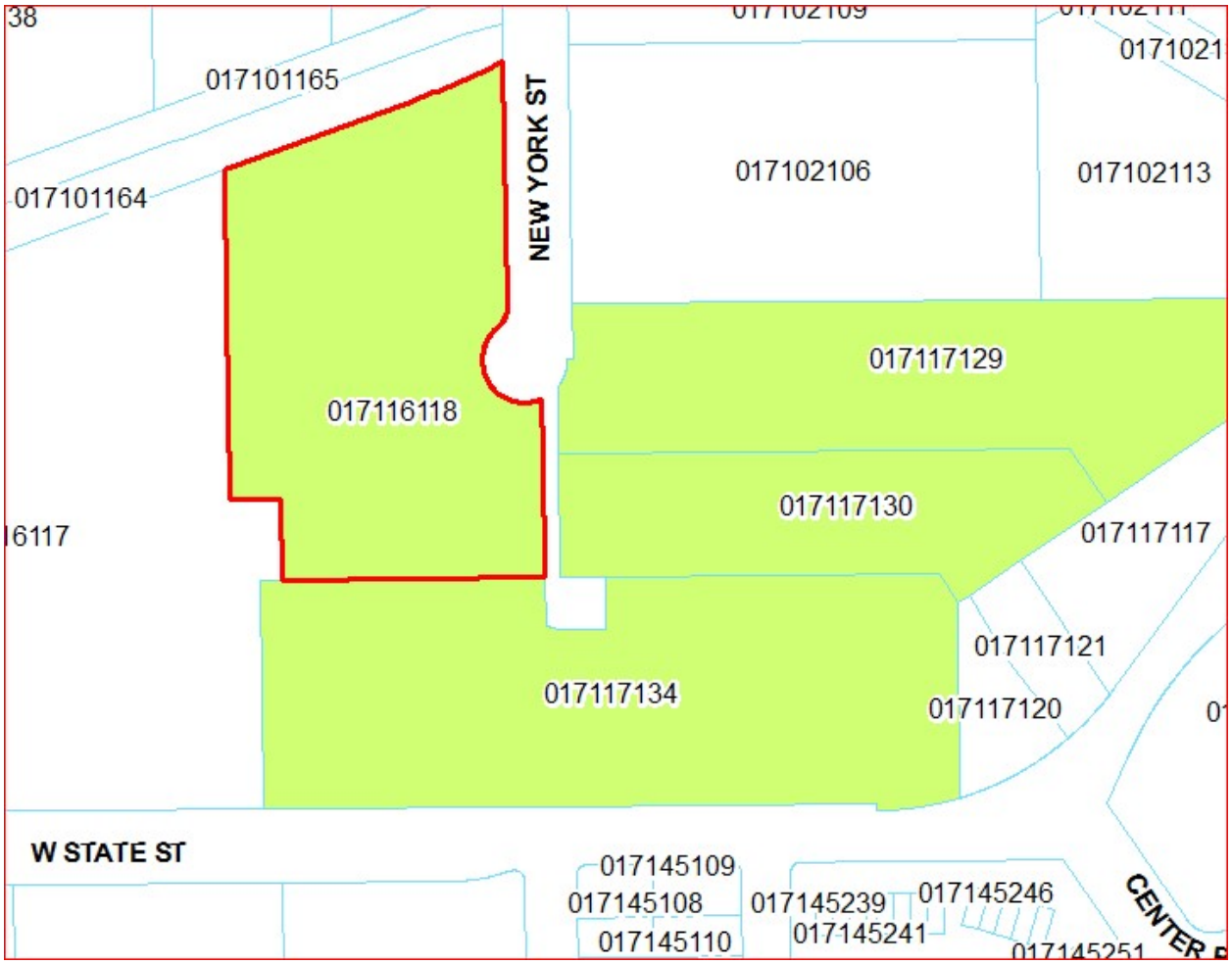
APN 0170-041-05, 0170-151-28, 0170-161-02, and 1212-431-02

Annexation L12-L



MS 221

Annexation L12-M



CRA 661

APPENDIX C

RESOLUTIONS

Resolution No. 8769 – Institute proceedings and appointment of engineer
Resolution No. 8770 – Preliminary approval of engineer's report
Resolution No. 8771 – Declaring intention to levy assessments
Resolution No. 8773 – Confirming assessments

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RESOLUTION NO. 8769

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS INSTITUTING PROCEEDINGS FOR THE CONTINUED LEVY OF ASSESSMENTS, APPOINTING AN ASSESSMENT ENGINEER, AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN THE MATTER OF STREET LIGHTING DISTRICT NO. 1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, the City Council of the City of Redlands (this "City Council") has determined that the public interest, convenience and necessity requires the installation, operation and maintenance of a street lighting system and other facilities as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, it has been determined by the City Council of the City of Redlands (this "City Council"), that the public interest, convenience and necessity requires the maintenance of landscaping as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, this City Council has formed Redlands' Street Lighting District No. 1 to pay the costs associated with the installation, operation and maintenance of such street lighting system and other facilities; and

WHEREAS, this City Council has formed Redlands' Landscape Maintenance District No. 1 to pay the costs for the maintenance such landscaping; and

WHEREAS, it is the desire of this City Council to initiate proceedings and order the preparation of an engineer's report to levy assessments for fiscal year 2026-2027 upon properties located within Street Lighting District No. 1 and Landscape Maintenance District No. 1; and

WHEREAS, this City Council further desires to appoint Donald Young, RCE No. 49918, One Stop Permit Center Manager, as the "Assessment Engineer" for Street Lighting District No. 1 and Landscape Maintenance District No. 1;

NOW, THEREFORE, the City Council of the City of Redlands does hereby find, determine and resolve as follows:

Section 1. That the public interest, convenience and necessity requires the continued levy of assessments within Street Lighting District No. 1 for the purpose of installing, operating and maintaining street lights and associated facilities as authorized by Section 22620 of the California Streets and Highways Code and in compliance with Article XIIID, and Section 19 of Article XVI, of the California Constitution.

Section 2. That the public interest, convenience and necessity requires the continued levy of assessments within Landscape Maintenance District No. 1 for the purpose of maintaining landscaping and improvements as authorized by Section 22620 of the California Streets and

Highways Code and in compliance with the requirements of Article XIIID and Section 19 of Article XVI of the California Constitution.

Section 3. That the properties to be assessed for the installation, operation and maintenance of the street lighting facilities shall be those properties located within the boundaries of Street Lighting District No. 1.

Section 4. That the properties to be assessed for the maintenance and operation of the landscaping and improvements shall be those properties located within the boundaries of Landscape Maintenance District No. 1.

Section 5. That the proceedings for the continued levy of assessments within Street Lighting District No. 1 and Landscape Maintenance District No. 1 shall be conducted in accordance the with provisions of Division 15 of the California Streets and Highways Code (the Landscaping and Lighting Act of 1972) and in compliance with the requirements of Article XIIID, and Section 19 of Article XVI, of the California Constitution.

Section 6. That Donald Young, RCE No. 49918, One Stop Permit Center Manager, having an office located at 35 Cajon Street, Suite 15A, Redlands, California, is hereby appointed "Assessment Engineer" and shall have the authority conferred upon the Assessment Engineer by the Landscaping and Lighting Act of 1972.

Section 7. That the Assessment Engineer is hereby ordered to prepare a report in accordance with the Landscaping and Lighting Act of 1972.

ADOPTED, SIGNED AND APPROVED this 5th day of May, 2026.

_____
Mario Saucedo, 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 5th day of May, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8770

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS GIVING PRELIMINARY APPROVAL OF THE ENGINEER'S REPORTS FOR FISCAL YEAR 2026-2027 FOR STREET LIGHTING DISTRICT NO. 1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, the City Council of the City of Redlands (the "City Council") has heretofore determined that the public interest, convenience and necessity require the maintenance and operation of street lighting and appurtenant facilities, as set forth in Section 22525 of the Streets and Highways Code, within the incorporated boundaries of the City of Redlands; and

WHEREAS, the City Council has heretofore determined that the public interest, convenience and necessity require the maintenance of landscape and irrigation facilities set forth in Section 22525 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Redlands; and

WHEREAS, Donald Young, One Stop Permit Center Manager, 35 Cajon Street, Suite 15A, Redlands, California, has been appointed "Assessment Engineer" with all provisions of Part 2 of Division 15 of the Streets and Highways Code applicable to the Engineer being applied to the "Assessment Engineer;" and

WHEREAS, Sections 22622 and 22623 of the Streets and Highways Code require that an Engineer's Report be prepared and filed annually, specifying the assessments to be levied against the benefitting properties within the City's Street Lighting District No. 1 and Landscape Maintenance District No. 1; and

WHEREAS, the Assessment Engineer has prepared and filed with the City Clerk reports in writing as required by the Landscaping and Lighting Act of 1972 and in compliance with Article XIIID of the California Constitution; and

WHEREAS, the City Council has duly considered said reports and each and every part thereof; and finds that each and every part of said reports is sufficient, and that no part of said reports requires modification in any respect;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. That the Engineer's estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said reports be, and each of them are hereby, preliminarily approved and confirmed.

Section 2. That the diagrams showing the Street Lighting District No. 1 and Landscape Maintenance District No. 1, referred to and described in said reports, and the boundaries of the lots and parcels of land within such assessment district as the same existed at the time of passage of this resolution, are hereby preliminarily approved and confirmed.

Section 3. That the proposed assessment upon the properties in Street Lighting District No. 1 and Landscape Maintenance District No. 1, in proportion to the estimated benefit to be received by such properties, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 4. That said reports shall stand as the Engineer's Report for the purposes of all subsequent proceedings for Street Lighting District No. 1 and Landscape Maintenance District No. 1.

APPROVED AND ADOPTED this 2nd day of June, 2026.

_____
Mario Saucedo, 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 2nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____

Jeanne Donaldson, City Clerk

RESOLUTION NO. 8771

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN REDLANDS' STREET LIGHTING ASSESSMENT DISTRICT NO. 1 AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2025-2026 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, AND ESTABLISHING A TIME AND PLACE FOR PUBLIC HEARINGS FOR THE TWO DISTRICTS TO CONSIDER PROTESTS

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 (1) finds that the public interest and convenience requires, and (2) declares its intention to levy and collect, assessments against the lots and parcels of property within an existing assessment districts designated "Redlands' Street Lighting Assessment District No. 1 and Landscape Assessment District No. 1" (the "Districts") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act") for fiscal year 2026-2027, commencing July 1, 2026, and ending June 30, 2027, to pay for the costs and expenses of the improvements described in Section 3 hereof.

Section 2. Reference is hereby made to a map on file in the office of the City Clerk and open for public inspection for a description of the exterior boundaries of the Districts.

Section 3. The proposed improvements are briefly described as follows: The operation, maintenance and servicing of public within the District, including the operation, maintenance and servicing of public lighting facilities and landscaping, including safety lighting, traffic signals, trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, located along public roadways, streets and rights-of-way within the boundaries of the Districts. "Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the public lighting and landscaping facilities, and appurtenant facilities, including repair, removal or replacement of all or part of any of the public lighting and landscaping facilities, or appurtenant facilities. "Servicing" means the maintenance of any of the public lighting and landscaping facilities or appurtenant facilities, including the furnishing of electric current, energy or gas for the operation of any of the lighting facilities and the furnishing of water for the irrigation of any of the landscaping facilities.

Section 4. The assessments to be levied and collected against the assessable lots and parcels of property within the Districts for fiscal year 2026-2027 are not proposed to increase from the assessments levied and collected for fiscal year 1997-1998.

Section 5. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the Districts shall not be subject to assessment to be made under these proceedings to cover any of the costs and expenses of the improvements.

Section 6. All railroad, gas, water and electric utility rights-of-way are included within the Districts and shall be assessed in accordance with the benefits received from the improvements.

Section 7. Reference is hereby made to the Reports of the Engineer entitled "City of Redlands Street Lighting District No. 1 Engineer's Report for Fiscal Year 2026-2027" and "City of Redlands Landscape Maintenance District No. 1 Engineer's Report for Fiscal Year 2026-2027" on file in the office of the City Clerk for a full and detailed description of the improvements, the boundaries of the District and any zones therein and the proposed assessments upon assessable lots and parcels of land within the District.

Section 8. NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL APPOINTS TUESDAY, THE 16TH DAY OF JUNE, 2026, AT THE HOUR OF 6:00 P.M., OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS AT CITY HALL, CITY OF REDLANDS, 35 CAJON STREET, SUITE 2, REDLANDS, CALIFORNIA 92373, AS THE TIME AND PLACE FOR TWO PUBLIC HEARINGS TO CONSIDER PROTESTS OR OBJECTIONS TO THE LEVY OF THE PROPOSED ASSESSMENTS IN CONNECTION WITH THE DISTRICTS. All interested persons shall be afforded the opportunity to hear and be heard. Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer thereof. The City Council shall consider all oral statements and all written protests made or filed by any interested person.

Section 9. The City Clerk is hereby authorized and directed to give notice of such hearing in accordance with law.

Section 10. The City Council hereby determines and declares that the proposed assessments constitute a continuation of assessments existing on the effective date of Article XIIID, that the assessments are imposed exclusively to finance the maintenance and operation expenses for streets and that the assessments are exempt from the requirements of Article XIIID, Section 4 of the California Constitution.

Section 11. The City Council hereby designates Donald Young, One Stop Permit Center Manager, telephone number (909) 798-7585 x6, to answer inquiries regarding the hearing, protest proceedings and procedural or technical matters.

ADOPTED, SIGNED AND APPROVED this 2nd day of June, 2026.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was duly adopted by the City Council, at a regular meeting thereof, held on the 2nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8773

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS CONFIRMING A DIAGRAM AND ASSESSMENT FOR THE 2023-2024 FISCAL YEAR IN CONNECTION WITH LANDSCAPE MAINTENANCE DISTRICT NO. 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

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

Section 1. Pursuant to its adoption of a prior resolution, the City Council of the City of Redlands initiated proceedings and declared its intention to levy an assessment against the assessable lots and parcels of property within an existing assessment district designated "Landscape Maintenance District No 1" (the District) pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") for the fiscal year commencing July 1, 2026, and ending June 30, 2027, and ordered Donald Young, One Stop Permit Center Manager, to prepare and file a written report in accordance with Article 4 of Chapter 1 of the Act. The City Council, by prior resolution, approved such Engineer's Report.

Section 2. Following notice duly given in accordance with law, this City Council has held a full and fair public hearing regarding the Engineer's Report and the levy and collection of the proposed assessment within the District for fiscal year 2026-2027 to pay for the costs and expenses of the improvements described in the Engineer's Report pursuant to the terms and provisions of the Act. All interested persons were afforded the opportunity to hear, and be heard regarding, protests and objections to the levy and collection of the proposed assessment against lots or parcels of property within the District. The City Council considered all oral and written statements, protests and communications made or filed by interested persons.

Section 3. Based upon its review of the Engineer's Report and other reports and information, this City Council hereby finds and determines that (i) the land within the District will be benefited by the improvements described in the Engineer's Report (ii) the District includes all of the lands so benefited, and (iii) the net amount to be assessed upon the lands with the District for the 2023-2024 fiscal year in accordance with the Engineer's Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements. Any and all oral and written protests and objections are hereby overruled by the City Council.

Section 4. The City Council declares that the diagram and assessment in the Engineer's Report are hereby confirmed as filed.

Section 5. The City Council hereby orders the improvements described in the Engineer's Report to be made.

Section 6. The assessment is in compliance with the provisions of the Act and the City Council has complied with all law pertaining to the levy of an annual assessment pursuant to the Act.

Section 7. The assessments to be levied and collected against the assessable lots and parcels of property within the District for fiscal year 2026-2027 are not proposed to increase from the assessment levied and collected for fiscal year 1997-1998.

Section 8. The assessment is levied without regard to property valuation.

Section 9. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the District shall not be subject to assessment to be made under these proceedings to pay for any of the costs and expenses of the improvements.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Engineer's Report for fiscal year 2026-2027.

Section 11. The improvements described in the Engineer's Report shall be performed pursuant to law.

Section 12. The County Auditor of San Bernardino County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 13. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund for Landscape Maintenance District No. 1.

Section 14. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the assessment and diagram shall be filed in the City's Facilities and Community Services Department, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

ADOPTED, SIGNED AND APPROVED this 16th day of June, 2026.

_____
Mario Saucedo, 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 16th day of June, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

APPENDIX D

ASSESSMENT ROLL

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City of Redlands
Landscape Maintenance District No. 1 - Appendix D
Fiscal Year 2026/27
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	CHARGE
0167-231-19-0000	709 LUGONIA AVE	Annexation L4-D	$ 6.00
0167-231-20-0000	705 LUGONIA AVE	Annexation L4-D	$ 6.00
0167-231-21-0000	1237 LAWTON ST	Annexation L4-D	$ 6.00
0167-271-61-0000	1135 CHURCH ST	Annexation L6-D	$ 6.00
0167-802-01-0000	1575 N COLUMBIA ST	Original 1-B	$ 39.65
0167-802-02-0000	1571 N COLUMBIA ST	Original 1-B	$ 36.05
0167-802-03-0000	1567 COLUMBIA ST	Original 1-B	$ 36.05
0167-802-04-0000	1563 COLUMBIA ST	Original 1-B	$ 36.05
0167-802-05-0000	1558 WOODBURY ST	Original 1-B	$ 36.05
0167-802-06-0000	1562 WOODBURY	Original 1-B	$ 36.05
0167-802-07-0000	1566 WOODBURY	Original 1-B	$ 36.05
0167-802-08-0000	1570 WOODBURY	Original 1-B	$ 39.65
0167-803-01-0000	1569 WOODBURY	Original 1-B	$ 39.65
0167-803-02-0000	1565 WOODBURY	Original 1-B	$ 36.05
0167-803-03-0000	1561 WOODBURY	Original 1-B	$ 36.05
0167-803-04-0000	610 ELISE	Original 1-B	$ 36.05
0167-803-05-0000	618 ELISE	Original 1-B	$ 36.05
0167-803-06-0000	626 ELISE	Original 1-B	$ 36.05
0167-803-07-0000	634 ELISE ST	Original 1-B	$ 36.05
0167-803-08-0000	1568 VERMONT	Original 1-B	$ 36.05
0167-803-09-0000	1574 VERMONT	Original 1-B	$ 39.65
0167-804-01-0000	633 ELISE	Original 1-B	$ 36.05
0167-804-02-0000	625 ELISE	Original 1-B	$ 36.05
0167-804-03-0000	617 ELISE	Original 1-B	$ 36.05
0167-804-04-0000	609 ELISE	Original 1-B	$ 36.05
0167-804-05-0000	601 ELISE	Original 1-B	$ 36.05
0167-804-06-0000	525 ELISE	Original 1-B	$ 36.05
0167-804-07-0000	517 ELISE	Original 1-B	$ 36.05
0167-804-08-0000	509 ELISE	Original 1-B	$ 36.05
0167-804-09-0000	1555 COLUMBIA ST	Original 1-B	$ 36.05
0167-804-10-0000	1551 COLUMBIA ST	Original 1-B	$ 36.05
0167-804-11-0000	1547 COLUMBIA ST	Original 1-B	$ 36.05
0167-804-12-0000	1543 N COLUMBIA ST	Original 1-B	$ 36.05
0167-804-13-0000	1528 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-14-0000	1530 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-15-0000	1532 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-16-0000	1534 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-17-0000	1536 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-18-0000	1538 CANTERBURY CIR	Original 1-B	$ 36.05
0167-804-19-0000	1540 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-01-0000	1539 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-02-0000	1537 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-03-0000	1535 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-04-0000	1533 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-05-0000	1531 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-06-0000	1509 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-07-0000	1507 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-08-0000	1505 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-09-0000	1503 CANTERBURY CIR	Original 1-B	$ 36.05
0167-823-10-0000	1501 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-01-0000	1539 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-02-0000	1535 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-03-0000	1531 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-04-0000	1527 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-05-0000	1523 COLUMBIA ST	Original 1-B	$ 36.05

City of Redlands
Landscape Maintenance District No. 1 - Appendix D
Fiscal Year 2026/27
Assessment Roll (Sorted by APN)

APN	SITUS ADDRESS	ANNEXATION	CHARGE
0167-824-06-0000	1519 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-07-0000	1515 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-08-0000	1511 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-09-0000	1507 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-10-0000	1503 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-11-0000	1501 COLUMBIA ST	Original 1-B	$ 36.05
0167-824-12-0000	508 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-13-0000	512 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-14-0000	516 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-15-0000	520 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-16-0000	600 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-17-0000	602 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-18-0000	606 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-19-0000	610 PENNSYLVANIA AVE	Original 1-B	$ 36.05
0167-824-20-0000	1500 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-21-0000	1502 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-22-0000	1504 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-23-0000	1506 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-24-0000	1508 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-25-0000	1510 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-26-0000	1512 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-27-0000	1514 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-28-0000	1516 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-29-0000	1518 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-30-0000	1520 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-31-0000	1522 CANTERBURY CIR	Original 1-B	$ 36.05
0167-824-32-0000	1524 CANTERBURY CIR	Original 1-B	$ 36.05
0167-851-39-0000	1832 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-40-0000	1828 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-41-0000	1824 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-42-0000	1820 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-43-0000	1816 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-44-0000	1812 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-45-0000	1808 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-46-0000	1804 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-47-0000	1800 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-48-0000	1835 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-49-0000	1831 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-50-0000	1827 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-51-0000	1823 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-52-0000	1819 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-53-0000	1815 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-54-0000	1811 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-55-0000	1807 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-851-56-0000	1803 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-37-0000	450 RIVERVIEW DR	Annexation L8-B	$ 6.00
0167-861-38-0000	1928 BROOKSTONE DR	Annexation L8-B	$ 6.00
0167-861-39-0000	1924 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-40-0000	1920 BROOKSTONE	Annexation L8-B	$ 6.00
0167-861-41-0000	1916 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-42-0000	1912 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-43-0000	1908 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-44-0000	1840 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-45-0000	1836 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-46-0000	1839 BROOKSTONE ST	Annexation L8-B	$ 6.00

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APN	SITUS ADDRESS	ANNEXATION	CHARGE
0167-861-47-0000	1907 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-48-0000	1911 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-49-0000	1915 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-50-0000	1919 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-51-0000	1923 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-52-0000	1927 BROOKSTONE ST	Annexation L8-B	$ 6.00
0167-861-53-0000	410 RIVERVIEW DR	Annexation L8-B	$ 6.00
0167-861-54-0000	420 RIVERVIEW DR	Annexation L8-B	$ 6.00
0168-681-01-0000	1067 MENDICINO WY	Original 1-A	$ 62.09
0168-681-02-0000	1063 MENDICINO WY	Original 1-A	$ 62.09
0168-681-03-0000	1059 MENDICINO WY	Original 1-A	$ 62.09
0168-681-04-0000	1055 MENDICINO	Original 1-A	$ 62.09
0168-681-05-0000	1051 MENDICINO WY	Original 1-A	$ 62.09
0168-681-06-0000	1047 MENDOCINO	Original 1-A	$ 62.09
0168-681-07-0000	1043 MENDICINO WY	Original 1-A	$ 62.09
0168-681-08-0000	1039 MENDICINO	Original 1-A	$ 62.09
0168-681-09-0000	1035 MENDICINO	Original 1-A	$ 62.09
0168-681-10-0000	1756 MENDOCINO WY	Original 1-A	$ 62.09
0168-681-11-0000	1762 MENDOCINO WY	Original 1-A	$ 62.09
0168-681-12-0000	1768 MENDOCINO	Original 1-A	$ 62.09
0168-681-13-0000	1774 MENDICINO	Original 1-A	$ 62.09
0168-681-14-0000	1780 MENDICINO WY	Original 1-A	$ 62.09
0168-681-15-0000	1786 MENDICINO	Original 1-A	$ 62.09
0168-681-16-0000	1792 MENDOCINO	Original 1-A	$ 62.09
0168-681-17-0000	1798 MENDICINO	Original 1-A	$ 68.30
0168-681-18-0000	1008 ALPINE CT	Original 1-A	$ 68.30
0168-681-19-0000	1012 ALPINE	Original 1-A	$ 68.30
0168-681-20-0000	1016 ALPINE CT	Original 1-A	$ 68.30
0168-681-21-0000	1020 ALPINE	Original 1-A	$ 68.30
0168-681-22-0000	1024 ALPINE	Original 1-A	$ 68.30
0168-681-23-0000	1028 ALPINE CT	Original 1-A	$ 68.30
0168-681-24-0000	1032 ALPINE CT	Original 1-A	$ 68.30
0168-681-25-0000	1029 ALPINE CT	Original 1-A	$ 62.09
0168-681-26-0000	1025 ALPINE CT	Original 1-A	$ 62.09
0168-681-27-0000	1021 ALPINE ST	Original 1-A	$ 62.09
0168-681-28-0000	1017 ALPINE ST	Original 1-A	$ 62.09
0168-681-29-0000	1013 ALPINE	Original 1-A	$ 62.09
0168-681-30-0000	1009 ALPINE CT	Original 1-A	$ 62.09
0168-681-31-0000	1005 ALPINE CT	Original 1-A	$ 62.09
0168-681-32-0000	1042 MENDICINO WY	Original 1-A	$ 62.09
0168-681-33-0000	1046 MENDICINO	Original 1-A	$ 62.09
0168-681-34-0000	1050 MENDOCINO	Original 1-A	$ 62.09
0168-681-35-0000	1054 MENDICINO BLVD	Original 1-A	$ 62.09
0168-681-36-0000	1058 MENDICINO	Original 1-A	$ 62.09
0168-681-37-0000	1062 MENDICINO	Original 1-A	$ 62.09
0168-681-38-0000	1066 MENDICINO WY	Original 1-A	$ 62.09
0169-043-14-0000	506 W COLTON AVE	Annexation L7-D	$ 6.00
0169-053-12-0000	306 W COLTON AVE	Annexation L4-L	$ 6.00
0169-131-33-0000	507 LAWTON ST	Annexation L4-F	$ 6.00
0169-142-11-0000	511 W COLTON AVE	Annexation L4-I	$ 6.00
0169-182-02-0000		Annexation L4-O	$ 6.00
0169-182-03-0000	316 THE TERRACE	Annexation L4-O	$ 6.00
0169-182-04-0000		Annexation L4-O	$ 6.00
0169-212-17-0000	640 ORANGE ST	Annexation L4-X	$ 6.00
0169-212-18-0000	526 N ORANGE ST	Annexation L4-X	$ 6.00

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0169-212-19-0000	500 N ORANGE ST	Annexation L4-X	$ 6.00
0169-212-20-0000	402-414 N ORANGE ST	Annexation L4-X	$ 6.00
0169-212-21-0000	418-450 N ORANGE ST	Annexation L4-X	$ 6.00
0169-212-22-0000	522 ORANGE ST	Annexation L4-X	$ 6.00
0169-212-23-0000	602 ORANGE ST	Annexation L4-X	$ 6.00
0169-212-24-0000	683 N 6TH ST	Annexation L4-X	$ 6.00
0169-212-25-0000	552 ORANGE ST	Annexation L4-X	$ 6.00
0169-212-26-0000	454-482 N ORANGE ST	Annexation L4-X	$ 6.00
0169-212-27-0000	411 N 6TH ST	Annexation L4-X	$ 6.00
0169-281-39-0000	347 ORANGE ST	Annexation L6-C	$ 6.00
0169-301-08-0000	E REDLANDS BLVD	Annexation L7-G	$ 6.00
0169-301-10-0000	21 E REDLANDS BLVD	Annexation L7-G	$ 6.00
0169-301-11-0000	170 E REDLANDS BLVD	Annexation L7-G	$ 6.00
0169-313-16-0000	304 7TH ST	Annexation L7-I	$ 6.00
0169-321-01-0000		Annexation L6-A	$ 6.00
0169-321-02-0000	304 N 9TH ST	Annexation L6-A	$ 6.00
0169-343-07-0000	1210 W COLTON AVE	Annexation L4-S	$ 6.00
0169-411-07-0000	1205 W COLTON AVE	Annexation L4-H	$ 6.00
0171-161-18-0000	371 NEW YORK	Annexation L12-M	$ 6.00
0171-171-34-0000	380 N NEW YORK ST	Annexation L4-R	$ 18.00
0171-202-30-0000	404 BROOKSIDE AVE	Annexation L7-C	$ 6.00
0171-202-33-0000	420 BROOKSIDE AVE	Annexation L8-C	$ 6.00
0171-203-13-0000	302 BROOKSIDE AVE	Annexation L9-B	$ 6.00
0171-331-04-0000	243 CAJON ST	Annexation L4-J	$ 6.00
0171-332-30-0000	124 E OLIVE AVE	Annexation L10-E	$ 6.00
0171-341-33-0000	612 REDLANDS BLVD	Annexation L6-J	$ 6.00
0171-383-19-0000	680 E REDLANDS BLVD	Annexation L4-E	$ 6.00
0171-383-20-0000	680 E REDLANDS BLVD	Annexation L4-E	$ 6.00
0172-031-49-0000	30 S CENTER ST	Annexation L4-M	$ 6.00
0172-301-14-0000	1515 W CYPRESS AVE	Annexation L7-A	$ 6.00
0172-301-15-0000	1513 W CYPRESS AVE	Annexation L7-A	$ 6.00
0172-301-16-0000	1511 W CYPRESS AVE	Annexation L7-A	$ 6.00
0172-301-17-0000	1517 W CYPRESS AVE	Annexation L7-A	$ 6.00
0173-052-31-0000	432 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-32-0000	430 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-33-0000	428 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-34-0000	426 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-35-0000	424 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-36-0000	422 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-37-0000	420 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-38-0000	418 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-39-0000	416 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-40-0000	412 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-41-0000	410 SONORA CIR	Annexation L6-I	$ 6.00
0173-052-42-0000	457 LA VERNE	Annexation L6-I	$ 6.00
0173-062-01-0000	472 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-02-0000	470 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-03-0000	468 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-04-0000	466 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-05-0000	464 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-06-0000	462 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-07-0000	460 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-08-0000	458 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-09-0000	456 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-10-0000	454 SONORA CIR	Annexation L6-I	$ 6.00

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APN	SITUS ADDRESS	ANNEXATION	CHARGE
0173-062-11-0000	452 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-12-0000	450 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-13-0000	448 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-14-0000	446 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-15-0000	444 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-16-0000	442 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-17-0000	440 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-18-0000	438 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-19-0000	436 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-20-0000	434 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-21-0000	408 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-22-0000	406 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-23-0000	407 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-24-0000	473 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-25-0000	471 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-26-0000	469 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-27-0000	457 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-28-0000	455 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-29-0000	453 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-30-0000	451 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-31-0000	439 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-32-0000	437 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-33-0000	435 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-34-0000	431 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-35-0000	421 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-36-0000	423 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-37-0000	425 SONORA CIR	Annexation L6-I	$ 6.00
0173-062-38-0000	427 SONORA CIR	Annexation L6-I	$ 6.00
0174-021-41-0000	1377 KNOLL RD	Annexation L8-E	$ 6.00
0174-021-42-0000	1379 KNOLL RD	Annexation L8-E	$ 6.00
0174-241-31-0000	1475 FORD ST	Annexation L5-D	$ 12.00
0174-261-15-0000	1551 RESERVOIR RD	Annexation L10-G	$ 6.00
0174-281-33-0000	BUCKINGHAM	Annexation L12-L	$ 6.00
0174-281-34-0000	BUCKINGHAM	Annexation L12-L	$ 6.00
0174-281-35-0000	BUCKINGHAM	Annexation L12-L	$ 6.00
0174-281-37-0000	731 BUCKINGHAM DR	Annexation L12-L	$ 6.00
0174-621-01-0000	751 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-02-0000	755 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-03-0000	759 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-04-0000	763 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-05-0000	767 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-06-0000	771 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-07-0000	775 DEVONSHIRE DR	Annexation L2-A	$ 44.55
0174-621-08-0000	816 CONCORD	Annexation L2-A	$ 53.46
0174-621-09-0000	812 CONCORD	Annexation L2-A	$ 44.55
0174-621-10-0000	770 CONCORD	Annexation L2-A	$ 44.55
0174-621-11-0000	766 CONCORD	Annexation L2-A	$ 44.55
0174-621-12-0000	762 CONCORD	Annexation L2-A	$ 44.55
0174-621-13-0000	1609 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-14-0000	1613 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-15-0000	1617 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-16-0000	1621 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-17-0000	1625 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-18-0000	1629 SHEFFIELD	Annexation L2-A	$ 44.55
0174-621-19-0000	1633 SHEFFIELD	Annexation L2-A	$ 44.55

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APN	SITUS ADDRESS	ANNEXATION	CHARGE
0174-621-20-0000	1636 SHEFFIELD LN	Annexation L2-A	$ 44.55
0174-621-21-0000	1632 SHEFFIELD LN	Annexation L2-A	$ 44.55
0174-621-22-0000	1628 SHEFFIELD LN	Annexation L2-A	$ 44.55
0174-621-23-0000	801 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-24-0000	805 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-25-0000	809 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-26-0000	813 LEXINGTON LN	Annexation L2-A	$ 53.46
0174-621-27-0000	812 LEXINGTON LN	Annexation L2-A	$ 53.46
0174-621-28-0000	808 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-29-0000	804 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-30-0000	800 LEXINGTON LN	Annexation L2-A	$ 44.55
0174-621-31-0000	1620 SHEFFIELD LN	Annexation L2-A	$ 44.55
0174-621-32-0000	1616 SHEFFIELD LN	Annexation L2-A	$ 44.55
0174-621-33-0000	769 CONCORD LN	Annexation L2-A	$ 44.55
0174-621-34-0000	811 CONCORD LN	Annexation L2-A	$ 44.55
0174-621-35-0000	815 CONCORD LN	Annexation L2-A	$ 53.46
0175-491-01-0000	1521 REBECCA CREST	Original 1-C	$ 1,572.77
0175-491-02-0000	REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-03-0000	REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-04-0000	1527 REBELLA CREST	Original 1-C	$ 1,310.64
0175-491-05-0000	1531 REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-06-0000	1533 REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-07-0000	1535 REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-08-0000	1537 REBECCA CREST	Original 1-C	$ 1,310.64
0175-491-09-0000	1541 REBECCA CREST	Original 1-C	$ 1,572.77
0176-044-15-0000	605 VALLEY VIEW DR	Annexation L4-Q	$ 6.00
0176-402-04-0000	633 GOLDEN WEST DR	Annexation L12-E	$ 6.00
0176-402-06-0000	629 GOLDENWEST DR	Annexation L12-D	$ 6.00
0176-402-07-0000	627 GOLDEN WEST DR	Annexation L12-C	$ 6.00
0176-402-08-0000	GOLDEN WEST DR	Annexation L12-B	$ 6.00
0176-402-09-0000	623 GOLDEN WEST DR	Annexation L12-A	$ 6.00
0176-441-18-0000	1581 FRANKLIN AVE	Annexation L5-C	$ 78.37
0176-441-19-0000	1617 GARDEN ST	Annexation L5-C	$ 86.20
0176-441-20-0000	1613 GARDEN ST	Annexation L5-C	$ 86.20
0176-441-21-0000	1609 GARDEN ST	Annexation L5-C	$ 86.20
0176-441-22-0000	1583 FRANKLIN AVE	Annexation L5-C	$ 86.20
0176-441-23-0000	210 CANDY LN	Annexation L5-C	$ 78.37
0176-441-24-0000	226 CANDY LN	Annexation L5-C	$ 78.37
0176-441-25-0000	242 CANDY LN	Annexation L5-C	$ 78.37
0176-441-26-0000	250 CANDY LN	Annexation L5-C	$ 78.37
0176-441-27-0000	258 CANDY LN	Annexation L5-C	$ 78.37
0176-521-01-0000	1080 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-02-0000	1070 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-03-0000	1060 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-04-0000	1050 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-05-0000	1040 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-06-0000	1030 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-07-0000	1020 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-08-0000	1010 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-09-0000	1000 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-10-0000	912 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-11-0000	908 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-12-0000	904 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-13-0000	900 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-18-0000	1920 HORSE TRAIL DR	Annexation L10-H	$ 6.00

City of Redlands
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APN	SITUS ADDRESS	ANNEXATION	CHARGE
0176-521-19-0000	1910 HORSE TRAIL DR	Annexation L10-H	$ 6.00
0176-521-20-0000	1900 HORSE TRAIL DR	Annexation L10-H	$ 6.00
0176-521-21-0000	1011 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-22-0000	1021 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-23-0000	1031 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-27-0000	1061 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-28-0000	1041 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-29-0000	907 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-30-0000	949 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-31-0000	901 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-521-32-0000	951 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-01-0000	948 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-02-0000	944 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-03-0000	940 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-07-0000	924 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-08-0000	920 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-09-0000	916 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-12-0000	921 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-13-0000	931 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-18-0000	911 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-20-0000	936 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-21-0000	928 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-22-0000	932 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-24-0000	915 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-25-0000	947 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0176-531-26-0000	945 SUNSET HILLS LN	Annexation L10-H	$ 6.00
0292-032-39-0000	1251 RESEARCH DR	Annexation L3-A	$ 195.55
0292-032-40-0000	1115 RESEARCH DR	Annexation L3-A	$ 39.88
0292-032-41-0000	1110 RESEARCH DR	Annexation L3-A	$ 62.73
0292-032-42-0000	2351 LUGONIA AVE	Annexation L3-A	$ 301.84
0292-033-11-0000	1101 N CALIFORNIA ST	Annexation L4-C	$ 6.00
0292-033-13-0000	1101 N CALIFORNIA ST	Annexation L12-H	$ 6.00
0292-034-16-0000	941 CALIFORNIA ST	Annexation L4-N	$ 6.00
0292-063-45-0000	1720 W REDLANDS BLVD	Annexation L10-C	$ 6.00
0292-064-13-0000	2094 W REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-17-0000	2098 W REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-21-0000	2046 REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-22-0000	2072 W REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-23-0000	2070 W REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-24-0000	2050 REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-25-0000	2068 W REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-26-0000	2062 REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-064-27-0000	2052 REDLANDS BLVD	Annexation L6-H	$ 6.00
0292-152-39-0000	2015 PARK AVE	Annexation L10-B	$ 6.00
0292-153-24-0000	1915 REDLANDS BLVD	Annexation L5-A	$ 6.00
0292-153-25-0000	1911 REDLANDS BLVD	Annexation L5-A	$ 6.00
0292-153-26-0000	721 NEVADA ST	Annexation L5-A	$ 6.00
0292-153-27-0000	721 NEVADA ST	Annexation L5-A	$ 6.00
0292-154-12-0000	1991 PARK AVE	Annexation L8-D	$ 6.00
0292-156-21-0000	1717 PARK AVE	Annexation L4-V	$ 6.00
0292-157-16-0000	1625 W REDLANDS BLVD	Annexation L9-A	$ 6.00
0292-157-20-0000	560 IOWA ST	Annexation L12-J	$ 6.00
0292-157-31-0000	1615 REDLANDS BLVD	Annexation L5-G	$ 6.00
0292-158-15-0000	ALABAMA ST	Annexation L11-B	$ 6.00
0292-165-15-0000	1890 ORANGE AVE	Annexation L6-F	$ 6.00

City of Redlands
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APN	SITUS ADDRESS	ANNEXATION	CHARGE
0292-166-11-0000	1710 BARTON RD	Annexation L4-K	$ 6.00
0292-182-30-0000	614 ALABAMA ST	Annexation L4-T	$ 6.00
0292-182-31-0000	614 ALABAMA ST	Annexation L4-T	$ 6.00
0292-192-11-0000	301 TENNESSEE ST	Annexation L7-E	$ 6.00
0292-201-37-0000	141 KANSAS ST	Annexation L7-B	$ 6.00
0292-201-39-0000	125 KANSAS ST	Annexation L7-B	$ 6.00
0292-201-40-0000	210 BUSINESS CENTER CT	Annexation L7-B	$ 6.00
0292-202-17-0000	298 KANSAS ST	Annexation L10-A	$ 6.00
0292-202-18-0000	KANSAS ST	Annexation L10-A	$ 6.00
0292-251-10-0000	1280 ALABAMA ST	Annexation L12-G	$ 6.00
0292-310-07-0000	633 AMIGOS DR	Annexation L6-B	$ 6.00
0292-310-36-0000	617 AMIGOS DR	Annexation L7-F	$ 6.00
0292-321-10-0000	1981 W LUGONIA AVE	Annexation L4-G	$ 6.00
0292-331-15-0000	1910 ORANGE TREE LN	Annexation L5-E	$ 6.00
0292-331-16-0000	1902 ORANGE TREE LN	Annexation L5-E	$ 6.00
0292-341-17-0000	1751 PLUM LN	Annexation L12-I	$ 6.00
0292-341-24-0000	1711 PLUM LN	Annexation L11-A	$ 6.00
0292-341-25-0000	1741 PLUM LN	Annexation L11-A	$ 6.00
0292-351-08-0000	1806 ORANGE TREE LN	Annexation L11-C	$ 6.00
0292-381-08-0000	1653 PLUM LN	Annexation L6-G	$ 6.00
0292-441-11-0000	1230 INDIANA CT	Annexation L5-B	$ 6.00
0292-441-12-0000	1226 INDIANA CT	Annexation L5-B	$ 6.00
0292-441-13-0000	1222 INDIANA CT	Annexation L5-B	$ 6.00
0292-441-14-0000	1214 INDIANA CT	Annexation L5-B	$ 6.00
0292-441-15-0000	1210 INDIANA CT	Annexation L5-B	$ 6.00
0293-172-16-0000	1500 BARTON RD	Annexation L4-B	$ 27.00
0293-172-17-0000	1536 BARTON RD	Annexation L4-B	$ 27.00
0293-172-18-0000	1500 BARTON RD	Annexation L4-B	$ 6.00
0293-421-01-0000	1809 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-02-0000	1812 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-03-0000	1810 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-04-0000	1808 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-05-0000	1806 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-06-0000	1804 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-07-0000	1802 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-08-0000	1800 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-09-0000	1746 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-10-0000	1744 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-11-0000	1742 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-12-0000	1740 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-13-0000	1738 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-14-0000	1736 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-15-0000	1734 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-16-0000	1732 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-17-0000	1730 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-18-0000	1726 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-19-0000	1724 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-20-0000	1720 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-21-0000	1716 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-22-0000	1706 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-23-0000	1700 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-24-0000	1701 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-25-0000	1703 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-26-0000	1705 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-27-0000	1707 MORNING DOVE LN	Annexation L12-F	$ 6.00

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APN	SITUS ADDRESS	ANNEXATION	CHARGE
0293-421-28-0000	1709 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-29-0000	1711 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-30-0000	1715 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-31-0000	1717 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-32-0000	1719 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-33-0000	1721 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-34-0000	1723 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-35-0000	1725 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-36-0000	1727 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-37-0000	1729 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-38-0000	1731 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-39-0000	1733 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-40-0000	1735 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-41-0000	1737 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-42-0000	1743 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-43-0000	1747 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-44-0000	1803 MORNING DOVE LN	Annexation L12-F	$ 6.00
0293-421-45-0000	1805 MORNING DOVE LN	Annexation L12-F	$ 6.00
0294-091-47-0000	SMILEY RIDGE	Annexation L5-F	$ 6.00
0294-091-48-0000	1821 SMILEY RIDGE	Annexation L5-F	$ 6.00
1212-041-01-0000	1021 E PIONEER AVE	Annexation L10-F	$ 6.00
1212-081-54-0000	1709 DEANNA	Annexation L1-B	$ 101.35
1212-081-55-0000	1711 DEANNA	Annexation L1-B	$ 101.35
1212-081-56-0000	1715 DEANNA	Annexation L1-B	$ 101.35
1212-081-57-0000	1719 DEANNA	Annexation L1-B	$ 101.35
1212-081-58-0000	1723 DEANNA	Annexation L1-B	$ 101.35
1212-081-59-0000	1727 DEANNA WY	Annexation L1-B	$ 101.35
1212-081-60-0000	1731 DEANNA	Annexation L1-B	$ 101.35
1212-081-61-0000	1712 DEANNA	Annexation L1-B	$ 101.35
1212-081-62-0000	1708 DEANNA	Annexation L1-B	$ 101.35
1212-141-01-0000	1009 DOYLE	Annexation L1-A	$ 92.57
1212-141-02-0000	1013 DOYLE	Annexation L1-A	$ 92.57
1212-141-03-0000	1017 DOYLE	Annexation L1-A	$ 92.57
1212-141-04-0000	1021 DOYLE	Annexation L1-A	$ 92.57
1212-141-05-0000	1025 DOYLE ST	Annexation L1-A	$ 92.57
1212-141-06-0000	1029 DOYLE	Annexation L1-A	$ 92.57
1212-141-07-0000	1033 DOYLE	Annexation L1-A	$ 92.57
1212-141-08-0000	1037 DOYLE AVE	Annexation L1-A	$ 92.57
1212-141-09-0000	1041 DOYLE	Annexation L1-A	$ 92.57
1212-141-10-0000	1045 DOYLE	Annexation L1-A	$ 92.57
1212-141-11-0000	1058 STICKNEY	Annexation L1-A	$ 92.57
1212-141-12-0000	1054 STICKNEY	Annexation L1-A	$ 92.57
1212-141-13-0000	1050 STICKNEY	Annexation L1-A	$ 92.57
1212-141-14-0000	1046 STICKNEY	Annexation L1-A	$ 92.57
1212-141-15-0000	1042 STICKNEY	Annexation L1-A	$ 92.57
1212-141-16-0000	1038 STICKNEY CIR	Annexation L1-A	$ 101.83
1212-141-17-0000	1034 STICKNEY	Annexation L1-A	$ 101.83
1212-141-18-0000	1030 STICKNEY DR	Annexation L1-A	$ 101.83
1212-141-19-0000	1026 STICKNEY CIR	Annexation L1-A	$ 101.83
1212-141-20-0000	1022 STICKNEY AVE	Annexation L1-A	$ 101.83
1212-141-21-0000	1018 STICKNEY	Annexation L1-A	$ 101.83
1212-141-22-0000	1014 STICKNEY	Annexation L1-A	$ 101.83
1212-141-23-0000	1010 STICKNEY	Annexation L1-A	$ 101.83
1212-141-24-0000	1006 STICKNEY	Annexation L1-A	$ 101.83
1212-141-25-0000	1007 STICKNEY	Annexation L1-A	$ 92.57

City of Redlands
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APN	SITUS ADDRESS	ANNEXATION	CHARGE
1212-141-26-0000	1011 STICKNEY	Annexation L1-A	$ 92.57
1212-141-27-0000	1015 STICKNEY	Annexation L1-A	$ 92.57
1212-141-28-0000	1019 STICKNEY	Annexation L1-A	$ 92.57
1212-141-29-0000	1023 STICKNEY	Annexation L1-A	$ 92.57
1212-141-30-0000	1027 STICKNEY	Annexation L1-A	$ 92.57
1212-141-31-0000	1031 STICKNEY	Annexation L1-A	$ 92.57
1212-141-32-0000	1032 DOYLE	Annexation L1-A	$ 92.57
1212-141-33-0000	1028 DOYLE	Annexation L1-A	$ 92.57
1212-141-34-0000	1024 DOYLE AVE	Annexation L1-A	$ 92.57
1212-141-35-0000	1020 DOYLE	Annexation L1-A	$ 92.57
1212-141-36-0000	1016 DOYLE	Annexation L1-A	$ 92.57
1212-141-37-0000	1012 DOYLE	Annexation L1-A	$ 92.57
1212-141-38-0000	1008 DOYLE	Annexation L1-A	$ 92.57
1212-141-39-0000	1601 DEANNA	Annexation L1-B	$ 111.48
1212-141-40-0000	1605 DEANNA	Annexation L1-B	$ 101.35
1212-141-41-0000	1609 DEANNA	Annexation L1-B	$ 101.35
1212-141-42-0000	1613 DEANNA	Annexation L1-B	$ 101.35
1212-141-43-0000	1617 DEANNA	Annexation L1-B	$ 101.35
1212-141-44-0000	1621 DEANNA	Annexation L1-B	$ 101.35
1212-141-45-0000	1625 DEANNA	Annexation L1-B	$ 101.35
1212-141-46-0000	1701 DEANNA	Annexation L1-B	$ 101.35
1212-141-47-0000	1705 DEANNA	Annexation L1-B	$ 101.35
1212-141-48-0000	1704 DEANNA WY	Annexation L1-B	$ 101.35
1212-141-49-0000	1700 DEANNA	Annexation L1-B	$ 101.35
1212-141-50-0000	1622 DEANNA	Annexation L1-B	$ 101.35
1212-141-51-0000	1618 DEANNA	Annexation L1-B	$ 101.35
1212-141-52-0000	1614 DEANNA	Annexation L1-B	$ 101.35
1212-141-53-0000	1606 DEANNA	Annexation L1-B	$ 101.35
1212-141-54-0000	1602 DEANNA	Annexation L1-B	$ 111.48
1212-191-60-0000	1572 GROVE ST	Annexation L4-W	$ 6.00
1212-191-61-0000	1588 GROVE ST	Annexation L4-W	$ 6.00
1212-191-62-0000	1564 GROVE ST	Annexation L4-W	$ 6.00
1212-191-63-0000	1560 GROVE ST	Annexation L4-W	$ 6.00
1212-191-64-0000	1556 GROVE ST	Annexation L4-W	$ 6.00
1212-191-65-0000	1552 GROVE ST	Annexation L4-W	$ 6.00
1212-191-66-0000	1548 GROVE ST	Annexation L4-W	$ 6.00
1212-191-67-0000	1544 GROVE ST	Annexation L4-W	$ 6.00
1212-191-68-0000	1540 GROVE ST	Annexation L4-W	$ 6.00
1212-191-69-0000	1536 GROVE ST	Annexation L4-W	$ 6.00
1212-191-70-0000	1541 KELLY AVE	Annexation L4-W	$ 6.00
1212-191-71-0000	1545 KELLY AVE	Annexation L4-W	$ 6.00
1212-191-72-0000	1549 KELLY AVE	Annexation L4-W	$ 6.00
1212-191-73-0000	1553 KELLY AVE	Annexation L4-W	$ 6.00
1212-191-74-0000	1557 KELLY AVE	Annexation L4-W	$ 6.00
1212-191-75-0000	1561 KELLY ST	Annexation L4-W	$ 6.00
1212-191-76-0000	1565 KELLY ST	Annexation L4-W	$ 6.00
1212-191-77-0000	1569 KELLY ST	Annexation L4-W	$ 6.00
1212-191-78-0000	1573 KELLY ST	Annexation L4-W	$ 6.00
1212-191-79-0000	1577 KELLY ST	Annexation L4-W	$ 6.00
1212-201-01-0000	1572 NELSON ST	Annexation L6-E	$ 6.00
1212-201-02-0000	1568 NELSON ST	Annexation L6-E	$ 6.00
1212-201-03-0000	1560 NELSON ST	Annexation L6-E	$ 6.00
1212-201-04-0000	1556 NELSON ST	Annexation L6-E	$ 6.00
1212-201-05-0000	1552 NELSON ST	Annexation L6-E	$ 6.00
1212-201-06-0000	1548 NELSON ST	Annexation L6-E	$ 6.00

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APN	SITUS ADDRESS	ANNEXATION	CHARGE
1212-201-07-0000	1540 NELSON ST	Annexation L6-E	$ 6.00
1212-201-08-0000	1536 NELSON ST	Annexation L6-E	$ 6.00
1212-201-09-0000	1528 NELSON ST	Annexation L6-E	$ 6.00
1212-201-10-0000	1524 NELSON ST	Annexation L6-E	$ 6.00
1212-201-11-0000	1520 NELSON ST	Annexation L6-E	$ 6.00
1212-201-12-0000	1346 PARADISE WY	Annexation L6-E	$ 6.00
1212-201-13-0000	1343 PENNSYLVANIA AVE	Annexation L6-E	$ 6.00
1212-201-14-0000	1349 PENNSYLVANIA AVE	Annexation L6-E	$ 6.00
1212-201-15-0000	1350 PARADISE WY	Annexation L6-E	$ 6.00
1212-201-16-0000	1354 PARADISE WY	Annexation L6-E	$ 6.00
1212-201-17-0000	1521 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-18-0000	1525 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-19-0000	1529 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-20-0000	1533 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-21-0000	1537 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-22-0000	1541 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-23-0000	1545 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-24-0000	1549 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-25-0000	1553 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-26-0000	1557 MORIARTY ST	Annexation L6-E	$ 6.00
1212-201-27-0000	1561 MORIARTY ST	Annexation L6-E	$ 6.00

Summary Fields	Value
APN total count:	571
CHARGE total sum:	$ 28,784.34

City Council **AGENDA ITEM NO. I14.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a grant of easement to Southern California Edison over Lot “F” of Tract No. 20528 and determine that granting of an easement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION:

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

1. I move that the City Council determine that the granting of an easement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines Implementing the California Environmental Quality Act; and

2. I move that the City Council grant an easement to Southern California Edison over Lot “F” of Tract No. 20528 for the future installation and maintenance of a transformer and related future electrical facilities, and authorize the Mayor to execute the Grant of Easement.

RECOMMENDATION:

Staff recommends that the City Council determine that the granting of an easement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (CEQA)

Staff further recommends that the City Council approve a Grant of Easement for electrical facilities to Southern California Edison over Lot “F” of Tract No. 20528 in order to accommodate the future installation of a transformer necessary to serve anticipated electrical demand.

DISCUSSION:

Following approval of Tract No. 20336 and Specific Plan No. 64, the Specific Plan project boundaries were expanded to include parcels located south of Domestic Avenue. Tentative Tract Map No. 20528 was subsequently approved, subdividing 14.62 gross acres of land into 117 residential lots, along with a public parking area adjacent to Interstate 210 and a trail extension connecting to the Santa Ana River Trail.

Final Tract Map No. 20528 was approved by the City Council on September 16, 2025. Upon recordation, Lot "F" was dedicated to the City in fee ownership and designated for landscape and drainage improvements.

Subsequent to map approval, Southern California Edison completed design plans identifying the need for additional electrical infrastructure to meet projected service demands within the development. To facilitate this improvement, the developer, Meritage Homes, submitted a request for the City to grant an easement over a portion of Lot "F."

The proposed easement will allow for the installation and ongoing maintenance of a transformer and associated electrical facilities necessary to support current and future residents. The easement area is compatible with the site's intended landscape and drainage functions and will not interfere with those uses.

Pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines, the proposed action is exempt from environmental review, as it can be seen with certainty that granting the easement will not result in a significant effect on the environment.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

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

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

PREPARED BY:
Erik Reeves, FCS Field Services Superintendent

FISCAL IMPACT

Fiscal Year: FY 2025/26

Revenue Generating: No

Amount: N/A

Budgeted Y/N: N/A

Account No.: N/A

Additional Appropriation Required: No

Discussion:

There is no direct fiscal impact.

Attachments

1_SCE_Grant_of_Easement.pdf
2_SCE_Easement_Request_Letter_TR_20528_Lot_F.pdf

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON

An *EDISON INTERNATIONAL* Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

3 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

Mail Tax Statements to: N/A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $ NONE VALUE AND CONSIDERATION LESS THAN $100.00) SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT Redlands	SERVICE ORDER TD2255709	SERIAL NO.	MAP SIZE
	GVM MT-8171-H1 APN 0167-061-01	APPROVED: REAL PROPERTIES	BY SLS/BT	DATE 11/20/2025

CITY OF REDLANDS (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of San Bernardino, State of California, described as follows:

A 6.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT F OF TRACT NO. 20528, AS PER MAP FILED IN BOOK 371, PAGES 42 THROUGH 52 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT F;

THENCE ALONG THE WESTERLY LINE OF SAID LOT F, NORTH 00°41'02" WEST 309.93 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 57°21'34" EAST 8.17 FEET;

THENCE SOUTH 19°12'08" EAST 8.17 FEET;

THENCE SOUTH 00°08'04" EAST 287.62 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 12.50 FEET;

THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 77°10'27" AN ARC DISTANCE OF 16.84 FEET;

THENCE SOUTH 77°18'32" EAST 36.79 FEET;

THENCE SOUTH 67°37'27" EAST 8.83 FEET TO THE **POINT OF TERMINUS** IN THE SOUTHERLY LINE OF SAID LOT F.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE SOUTHEASTERLY IN THE SOUTHERLY AND EASTERLY LINES OF SAID LOT F AND TO JOIN AT THE ANGLE POINTS.

EXCEPTING THEREFROM ANY PORTION INCLUDED WITHIN PUBLIC STREET.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF REDLANDS

_____
Signature

_____
Print Name

_____
Title

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 _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this _____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

_____
Signature

_____
Print Name

_____
Title

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 _____)

On _____ before me, _____, a Notary Public, personally

appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

March 23rd, 2026

Don Young
City of Redlands
35 Cajon Street, Suite 15A
Redlands, CA 92373

SUBJECT: SCE Easement within Lot F of Tract 20528

Dear Mr. Young,

Meritage Homes of California, Inc. requests the City of Redlands approve the granting of an easement within Lot F (the City Park parking lot extension) of Tract 20528 to Southern California Edison. This easement will allow for the undergrounding of power poles and conduit existing in TR 20528. This will be needed to serve the adjacent well site at APN 0292-071-13-0000.

Please let me know if you have any questions on this at either (949) 372-3315 or at Nicholas.harris@meritagehomes.com.

Sincerely,
Meritage Homes

Nicholas Harris

Nicholas Harris
Forward Planning Manager

230 Progress
Irvine, CA 92618
p. 949.299.3824
f. 949.299.3825

City Council **AGENDA ITEM NO. I15.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Facility Use Agreement with Redlands Theatre Festival for use of the Sewall Theater within Prospect Park and determine that approval of the Agreement with Redlands Theatre Festival is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that approval of the Facility Use Agreement with Redlands Theatre Festival is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act Guidelines; and

2. I move that the City Council approve the Facility Use Agreement with Redlands Theatre Festival for use of the Sewall Theater within Prospect Park.

RECOMMENDATION:

Staff recommends that the City Council approve the agreement with Redlands Theatre Festival for use of the Sewall Theater within Prospect Park. In addition, staff recommends that the City Council determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

For more than 50 years, the City of Redlands and the Redlands Theatre Festival (RTF) have maintained a longstanding partnership to provide outdoor theatrical performances for the community at Prospect Park. This collaboration has resulted in the development and ongoing use of the Sewall Theater, an outdoor venue that has become a valued cultural asset and community gathering space. This partnership has contributed to improvements within Prospect Park and has supported consistent public access to live theater and cultural programming.

The prior rental and use agreement between the City and RTF has expired. RTF has requested that the City enter into a new agreement to allow for the continued use and operation of the Sewall Theater for theatrical performances and related activities. The proposed agreement formalizes the terms under which RTF may continue its longstanding programming at the facility while clarifying operational responsibilities between the parties.

Under the proposed agreement, the City will continue to make the Sewall Theater available to RTF for theatrical performances, rehearsals, receptions, and fundraising activities. The agreement establishes a three-year term and maintains a nominal rent of one dollar ($1) per year, reflecting the public benefit provided by RTF's programming. Consistent with prior arrangements, RTF will be responsible for the day-to-day maintenance and upkeep of the facility and associated improvements, ensuring that the premises are kept in good order and repair, subject to reasonable wear and tear. The City will retain responsibility for major structural components of the facility, including structural elements, plumbing systems, and primary electrical infrastructure.

The agreement also clarifies that the City retains the right to schedule and book third-party uses of the facility during periods when RTF is not utilizing the theater. In such instances, the City will collect any associated fees, and third-party users will be required to provide appropriate insurance and indemnification. RTF will not be obligated to provide staffing or equipment for third-party events unless separately agreed. Additionally, RTF is required to obtain prior written City approval before undertaking any improvements to the facility, ensuring continued City oversight of capital changes to the property.

The agreement includes standard provisions related to insurance, indemnification, assignment restrictions and termination rights, including the ability for either party to terminate the agreement with 30 days' written notice. These provisions are intended to protect the City's interests while allowing flexibility in the event that future operational or policy considerations change.

Approval of the proposed agreement will authorize the continued use of the Sewall Theater by the Redlands Theatre Festival under updated terms and conditions, ensuring the continuation of a longstanding community partnership and the provision of cultural programming within Prospect Park.

Approval of the agreement is categorically exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines, which applies to activities where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. The proposed action involves the continued use of an existing City facility and does not result in an expansion or intensification of use beyond what has historically occurred.

ALTERNATIVES:

The City Council may deny the approval of the agreement or request changes.

STRATEGIC PLAN:

Priority A, Strategic Objective 1: Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities & Community Services Director

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

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

James Garland, Interim Management Services/Finance Director

PREPARED BY:
Joe Bierma, Management Analyst
Joe Bierma, Management Analyst

FISCAL IMPACT

Fiscal Year: 2026-2027

Revenue Generating: Yes

Amount: $1.00

Budgeted Y/N:

Account No.:

Additional Appropriation Required:

Discussion: There is minimal fiscal impact associated with approval of this agreement.

Attachments

A_Facility_Use_Agreement_-_Redlands_Theatre_Festival.pdf
B_Original_Facility_Use_Agreement_w_RTF_2024.pdf
C_Proof_of_Non_Profit.pdf

RENTAL AND USE AGREEMENT BY AND BETWEEN THE CITY OF REDLANDS AND REDLANDS THEATRE FESTIVAL

This Rental and Use Agreement ("Agreement") is made and entered into this 2nd day of June, 2026 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city (hereinafter "City") and the Redlands Theatre Festival, Inc., a California 501(c)(3) non-profit public benefit corporation (hereinafter "Non-Profit"). City and Non-Profit are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, City is the owner of a building located at 1352 Prospect Drive in the city of Redlands and commonly known as the Sewall Theatre; and

WHEREAS, Non-Profit is a California non-profit corporation and a 501(c)(3) tax exempt corporation which desires to utilize the Sewall Theatre for performances, rehearsals, receptions, and fundraising activities; and

WHEREAS, Parties entered into a two-year Rental and Use Agreement dated May 2, 2024 for use of the Sewall Theatre, and the parties desire to enter into this new Agreement to set forth terms and conditions under which City will continue to rent the Sewall Theatre to Non-Profit;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Non-Profit agree as follows:

AGREEMENT

Section 1. Premises. City hereby rents to Non-Profit that certain building located at Prospect Park in the city of Redlands commonly known as the Sewall Theatre (the "Premises"). The Premises are more particularly shown in Exhibit "A," which is attached hereto and incorporated herein by this reference.

Section 2. Term. Unless terminated earlier as provided for herein, this Agreement shall be for a term of three (3) years commencing on the Effective Date of this Agreement.

Section 3. Rent. Non-Profit shall pay City rent in the sum of one dollar ($1) per year for use and occupancy of the Premises. The first year's rent payment shall be paid within ten (10) days of the Effective Date of this Agreement. Subsequently, the rent shall be payable on or before the anniversary date of the Effective Date each year during the term of this Agreement at the office of the Revenue Division located at 35 Cajon Street, Suite 15 B, Redlands, California 92373.

Section 4. Use of Premises.

A. The Premises shall be used for theatrical performances conducted at the Sewell Theater, and for rehearsals, receptions and fund-raising activities. No other use of the Premises by Non-Profit is permitted without the prior written consent of City.

B. City retains the right to use the Premises for itself, and to accept bookings by third parties for use of the Premises, during times when the Premises are not used by Non-Profit; provided, however, such use and bookings for third parties shall not include use of the offices, storage rooms, or equipment rooms of the Premises (the "Excluded Areas"). The Excluded Areas are more particularly shown in Exhibit "B," attached hereto and incorporated herein by this reference. All fees charged for third party bookings shall be established by City and shall be the property of City.

C. In connection with any third party bookings of the Premises, City shall require the third party to secure liability insurance satisfactory to City and Non-Profit for the use of the Premises and to provide City and Non-Profit with certificates of insurance naming City and Non-Profit as additional insureds, and to agree to indemnify and hold City and Non-Profit harmless in connection with any claims, damages, losses, costs and liabilities arising from the third party's use of the Premises.

D. At City's request, Non-Profit shall issue the appropriate key(s) to third parties who have booked areas of the Premises through City, provided that such third parties have presented Non-Profit with a copy of City's approved reservation form and satisfied the insurance and indemnification requirements with respect to City and Non-Profit referenced in Section 8 below and have paid Non-Profit a deposit against return of the keys to Non-Profit. Non-Profit shall have no obligation to provide any services, staff, sound, lighting, or other equipment to any third party. Any arrangement for utilization of Non-Profit's services, staff, sound, lighting, or other equipment shall be made by separate written agreement with Non-Profit on the terms and conditions (including payment of fees) specified by Non-Profit. Non-Profit shall have no obligation to provide access to the Excluded Areas to any third party.

E. Non-Profit may utilize the wooden sign, located at the south corner of the intersection of Cajon Street and Highland Avenue, between May 5th and August 15th of each year, for the advertisement or promotion of theater events.

Section 5. Utilities. City shall pay all costs associated with the furnishing of water, sewer, and solid waste services to the Premises during the term of this Agreement.

Section 6. Maintenance of Premises.

A. Non-Profit shall, at its own cost, maintain the Premises and all improvements therein in good order and repair, present condition and reasonable wear and tear excepted, except as provided in Subsection B, below. Should an inspection disclose the need for maintenance or repairs, City shall provide Non-Profit with written notice of the items requiring repair or maintenance. If action is not taken on such items by Non-Profit within sixty (60) days from the provision of such notice, City may enter the Premises and take whatever action is necessary to

perform such maintenance or repairs at Non-Profit's expense. Non-Profit shall also be responsible for any costs of any repairs to the structural elements of the Premises caused by Non-Profit acts of omission of its employees, agents, or invitees during the term of this Agreement.

B. City shall be responsible for maintenance and repair of all the structural elements, the plumbing systems, and the electrical system of the Premises. "Structural Elements" shall include the roof, gutters, downspouts, walls, doors, windows, stairs, structural supports, and foundation of the Premises. "Electrical System" shall include the electric meter and the power line to the distribution pole. Non-Profit shall be responsible for the breaker panel and its connections into the Premises. Non-Profit shall be responsible for the repair and maintenance of the Premises and all improvements in good order and repair. City shall be responsible for the repair of any damages and wear and tear to the Premises arising from any third-party bookings under Subsection 4 B.

C. On the expiration or earlier termination of this Agreement, Non-Profit shall promptly surrender and deliver the Premises to City in as good condition as the Premises are in on the Effective date of this Agreement, excluding reasonable wear and tear.

Section 7. Improvements.

A. Non-Profit shall not make any improvements to the Premises without the prior written consent of City except that, after making reasonable attempts to contact City for its approval, Non-Profit may undertake minor maintenance and repairs to the Premises which Non-Profit reasonably determines are immediately necessary to protect against injury to persons or property. Within three (3) days of performing any minor maintenance or repairs not verbally approved by City, Non-Profit shall provide written notification to City of the same. All Non-Profit proposals for improvements shall be submitted in writing to City for its consideration and prior approval. City shall approve or disapprove such proposals within twenty (20) days of their submission. With the prior written consent of City, Non-Profit may enter into contracts and agreements for improvement work to be performed by contractors and is responsible for complying with prevailing wage law, when applicable. Non-Profit shall have the right to remove all improvements made by it to the Premises provided such removal results in no damage to the Premises. Improvements not removed by Non-Profit shall, on expiration or earlier termination of this Agreement, remain on the Premises and become the property of City.

B. Non-Profit and City representatives may meet to discuss improvement progress under this Agreement on an annual basis (dates of which to be agreed upon by the Parties), or at the written request of either Party, to discuss any concerns related to the work to be performed under this Agreement.

Section 8. Indemnity.

A. Non-Profit shall defend (with counsel reasonably acceptable to City), indemnify, and hold harmless City, and its elected and appointed officials, officers, and employees, from and against any and all liability resulting from the Non-Profit's negligent acts or omissions, and

intentional wrongful acts of Non-Profit, and its agents, and employees, volunteers, and invitees, during Non-Profit's occupation and use of the Premises during the term of this Agreement.

B. City shall defend, indemnify, and hold harmless Non-Profit, its officers, directors and employees from and against any and all liability resulting from the City's sole negligent acts or omissions, and intentional wrongful acts of City, and its agents and employees during Non-Profit's occupation and use of the Premises during the term of this Agreement.

Section 9. Public Liability and Property Damage. Non-Profit shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the Non-Profit, their guests, agents, representatives, employees, volunteers, or subcontractors.

A. General Commercial Liability Insurance. Coverage shall be at least as broad as Insurance Services Office (ISO) Form CG 00 01 covering Commercial General Liability (CGL) on an "occurrence" basis, including property damage, bodily injury, and personal & advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 general aggregate. If Non-Profit maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Workers' Compensation. As applicable, Non-Profit shall have Workers' Compensation coverage, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease, to cover employees and volunteers of Non-Profit and shall execute Exhibit "C."

B. Insurance Requirements. The insurance policies required herein are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility. General liability coverage can be provided in the form of an endorsement to Non-Profit's insurance at least as broad as ISO Form CG 20 11 12 19 or if not available, CG 20 43 12 19.

(ii) Primary Coverage. For any claims related to this contract, Non-Profit's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Non-Profit, its officers, officials, employees, or volunteers shall be excess of the City's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

(iii) Umbrella or Excess Policy. Non-Profit may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements.

(iv) Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(v) Waiver of Subrogation. Non-Profit hereby grants to City a waiver of any right to subrogation which any insurer of Non-Profit may acquire against the City by virtue of the payment of any loss under such insurance. Non-Profit agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation and provide a copy to the City, but this provision applies regardless of whether or not an endorsement has been issued.

(vi) Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

(vii) Verification of Coverage. Non-Profit shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) to the City before use of the facility begins. All certificates and endorsements are to be received and approved by the City at least five days before Non-Profit commences activities.

Section 10. Assignment/subletting. Non-Profit shall not encumber, assign, sublease, or otherwise transfer this Agreement, or any right or interest therein, without the prior written consent of City. Any such encumbrance, assignment, sublease or transfer without such prior consent of City shall constitute an immediate breach of this Agreement and may, at the sole discretion of City, result in the immediate termination of this Agreement.

Section 11. 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 use of in-house counsel by a Party.

Section 12. Notices. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	REDLANDS THEATRE FESTIVAL:
City Clerk	Shannon Cabanilla Galuszka
City of Redlands	Redlands Theatre Festival
35 Cajon Street	P.O. Box 8055
P.O. Box 3005 (mailing)	Redlands, CA 92375
Redlands, CA 92373	Shannon@ Non-Profitseason.com
jdonaldson@cityofredlands.org	Phone: (951) 312-6609
Phone: (909) 798-7531	

Section 13. Entire Agreement. This Agreement constitutes the entire agreement between City and Non-Profit regarding the rental of the Premises to Non-Profit. Any prior written or oral agreements or representations respecting the Premises by City or Non-Profit not expressly set forth herein are null and void.

Section 14. Amendments. Any amendment to this Agreement shall be in writing and executed by the Parties.

Section 15. Termination. This Agreement may be terminated by either Party by giving thirty (30) days prior written notice to the other Party. In the event of any termination of this Agreement, in addition to any other rights or remedies City may have, City shall have the immediate right of reentry and may remove all persons and property from the Premises; and store the same in a public warehouse or elsewhere at the cost of Non-Profit. All remedies of City under this section shall be cumulative and in addition to any other legal or equitable rights and remedies which City may have.

Section 16. Waiver. No waiver by either Party of any provision of this Agreement shall be deemed to be a waiver of any other provision of this Agreement, or of any subsequent breach by either Party of the same or any other provision of this Agreement.

Section 17. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, this Agreement shall otherwise remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision were omitted.

[Signatures on next page]

Executed on the 2nd day of June, 2026, at Redlands, California.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

REDLANDS THEATRE FESTIVAL

By: _____
Allan Griesemer, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

DESCRIPTION OF PREMISES



EXHIBIT "B"

DESCRIPTION OF EXCLUDED AREAS



EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees

CHECK ONE

____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code SS 1861).

____I affirm that at all times; in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury' under the laws of the State of California that the information and representations made in this certificate are true and correct.

REDLANDS THEATRE FESTIVAL

By:_____ Date:_____
Allan Griesemer, President

FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF REDLANDS AND REDLANDS THEATRE FESTIVAL

This Facility Use Agreement ("Agreement") is made and entered into this 21st day of May, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city (hereinafter "City") and the Redlands Theatre Festival, Inc. a California non-profit corporation (hereinafter "RTF"). City and RTF are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, City is the owner of a building located at 1352 Prospect Drive within Prospect Park in the City of Redlands and commonly known as the Sewall Theatre; and

WHEREAS, RTF desires to utilize the Sewall Theatre for performances, rehearsals, receptions, and fundraising activities; and

WHEREAS, City and RTF have been parties to multiple facility use agreements over the last fifteen years for the use of the Sewall Theatre, and desire to enter into this new agreement to set forth terms and conditions under which City will continue the use the Sewall Theatre to RTF;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Redlands Theatre Festival agree as follows:

AGREEMENT

Section 1. Premises.

A. City hereby allows RTF use of that certain building located at Prospect Park in the City of Redlands commonly known as the Sewall Theatre (the "Premises") subject to the terms and conditions set forth herein. The Premises are more particularly shown in Exhibit "A," which is attached hereto and incorporated herein by this reference.

B. RTF acknowledges and agrees that City is the owner of Premises and that nothing in this Agreement grants to RTF any rights, title, or interest in the Premises, except for the revocable, non-exclusive right to use the Premises as provided in this Agreement. RTF is not a tenant or lessee of City and holds no rights of tenancy or leasehold in relation to the Premises.

Section 2. Term. Unless terminated earlier as provided for herein, this Agreement shall be for a term of two (2) years commencing on its Effective Date.

Section 3. Use of Premises.

A. The Premises shall be used for theatrical performances conducted at the Sewall Theater, and for rehearsals, receptions, and fundraising activities. No other use of the Premises by RTF is permitted without the prior written consent of the City.

B. City retains the right to use the Premises for itself, and to accept bookings by third parties for use of the Premises, during times when the Premises are not used by RTF; provided, however, such use and bookings for third parties shall not include use of the offices, storage rooms, or equipment rooms of the Premises (the "Excluded Areas"). The Excluded Areas are more particularly shown in Exhibit "B," attached hereto and incorporated herein by this reference. All fees charged for third party bookings shall be established by the City and shall be the property of City.

C. In connection with any third party bookings of the Premises, City shall require the third party to secure liability insurance satisfactory to City and RTF for the use of the Premises and to provide City and RTF with certificates of insurance naming City and RTF as additional insureds, and to agree to indemnify and hold City and RTF harmless in connection with any claims, damages, losses, costs, and liabilities arising from the third party's use of the Premises.

D. At City's request, RTF shall issue the appropriate key(s) to third parties who have booked areas of the Premises through City, provided that such third parties have presented RTF with a copy of City's approved reservation form and satisfied the insurance and indemnification requirements with respect to City and RTF referenced in Section 8 below and have paid RTF a deposit against return of the keys to RTF. RTF shall have no obligation to provide any services, staff, sound, lighting, or other equipment to any third party. Any arrangement for utilization of RTF's services, staff, sound, lighting, or other equipment shall be made by separate written agreement with RTF on the terms and conditions (including payment of fees) specified by RTF. RTF shall have no obligation to provide access to the Excluded Areas to any third party.

E. RTF may utilize the wooden sign, located at the south corner of the intersection of Cajon Street and Highland Avenue, between May 2nd and August 15th of each year, for the advertisement or promotion of theater events.

Section 5. Utilities. City shall pay all costs associated with the furnishing of water, sewer, and solid waste services to the Premises during the term of this Agreement.

Section 6. Maintenance of Premises.

A. RTF shall, at its own cost, maintain the Premises and all improvements therein in good order and repair, present condition and reasonable wear and tear excepted, except as provided in Subsection B, below. City shall have the right to enter the Premises, at reasonable times, for inspection and maintenance purposes. Should an inspection disclose the need for maintenance or repairs due to the acts or omissions of RTF's employees, agents, or invitees, City shall provide RTF with written notice of the items requiring repair or maintenance. If action is not taken on such items by RTF within sixty (60) days from the provision of such notice, City may enter the Premises and take whatever action is necessary to perform such maintenance or repairs at RTF's expense. RTF shall also be responsible for any costs of any repairs to the structural elements of the Premises caused by RTF acts of omission of its employees, agents, or invitees during the term of this Agreement.

B. On the expiration or earlier termination of this Agreement, RTF shall promptly

surrender and deliver the Premises to City in as good condition as the Premises are in on the Effective date of this Agreement, excluding reasonable wear and tear.

Section 7. Improvements.

A. RTF shall not make any improvements to the Premises without the prior written consent of City except that, after making reasonable attempts to contact City for its approval, RTF may undertake minor maintenance and repairs to the Premises which RTF reasonably determines are immediately necessary to protect against injury to persons or property. Within three (3) days of performing any minor maintenance or repairs not verbally approved by City, RTF shall provide written notification to City of the same. All RTF proposals for improvements shall be submitted in writing to City for its consideration and prior approval. City shall approve or disapprove such proposals within thirty (30) days of their submission. With the prior written consent of City, RTF may enter into contracts and agreements for improvement work to be performed by contractors in compliance with the City's Purchasing Ordinance and prevailing wage laws, and shall require contractor insurance and bonding as required by the City. RTF shall have the right to remove all improvements made by it to the Premises provided such removal results in no damage to the Premises. Improvements not removed by RTF shall, on expiration or earlier termination of this Agreement, remain on the Premises and become the property of City.

B. RTF and City representatives may meet to discuss improvement progress under this Agreement on an annual basis (dates of which to be agreed upon by the Parties), or at the written request of either Party, to discuss any concerns related to the work to be performed under this Agreement.

Section 8. Indemnity.

A. RTF shall defend (with counsel reasonably acceptable to City), indemnify, and hold harmless City, and its elected and appointed officials, officers, and employees, from and against any and all liability resulting from the RTF's negligent acts or omissions, and intentional wrongful acts of RTF, and its agents, and employees, and invitees, during RTF's occupation and use of the Premises during the term of this Agreement.

B. City shall defend, indemnify, and hold harmless RTF, its officers, directors, and employees from and against any and all liability resulting from the City's negligent acts or omissions, and intentional wrongful acts of City, and its agents and employees during RTF's occupation and use of the Premises during the term of this Agreement.

Section 9. Public Liability and Property Damage Insurance. RTF shall maintain, at its own cost the term of this Agreement, public liability insurance in the amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, issued by an insurance company acceptable to City. RTF shall provide City with a renewed certificate of insurance and endorsements showing City as an additional insured on the policy prior to RTF's use and occupancy of the Premises. Such insurance shall be primary with respect to City and non-contributory to any insurance or self-insurance maintained by City. The policy shall

require that before amending or canceling the policy, the issuing insurance company shall give City at least thirty (30) days prior written notice. City and RTF acknowledge and agree that the insurance required of RTF is subject to annual review by City and subject to increases in the amount and scope of coverage, as reasonably determined by City.

Section 10. Assignment/subletting. RTF shall not encumber, assign, sublease, or otherwise transfer this Agreement, or any right or interest therein, without the prior written consent of City. Any such encumbrance, assignment, sublease, or transfer without such prior consent of City shall constitute an immediate breach of this Agreement and may, at the sole discretion of City, result in the immediate termination of this Agreement.

Section 11. 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 use of in-house counsel by a Party.

Section 12. Notices. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

REDLANDS THEATRE FESTIVAL:

Shannon Cabanilla Galuszka
Redlands Theatre Festival
P.O. Box 8055
Redlands, CA 92375
Shannon@RTFseason.com
Phone: (714) 269-7176

Section 13. Entire Agreement. This Agreement constitutes the entire agreement between City and RTF regarding the use of the Premises to RTF. Any prior written or oral agreements or representations respecting the Premises by City or RTF not expressly set forth herein are null and void.

Section 14. Amendments. Any amendment to this Agreement shall be in writing and executed by the Parties.

Section 15. Termination. This Agreement may be terminated by either Party by giving thirty (30) days prior written notice to the other Party. In the event of any termination of this

Agreement, in addition to any other rights or remedies City may have, City shall have the immediate right of reentry and may remove all persons and property from the Premises; and store the same in a public warehouse or elsewhere at the cost of RTF. All remedies of City under this section shall be cumulative and in addition to any other legal or equitable rights and remedies which City may have.

Section 16. Waiver. No waiver by either Party of any provision of this Agreement shall be deemed to be a waiver of any other provision of this Agreement, or of any subsequent breach by either Party of the same or any other provision of this Agreement.

Section 17. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, this Agreement shall otherwise remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Executed on the 21st day of May, 2024, at Redlands, California.

CITY OF REDLANDS

Eddie Tejeda, Mayor

REDLANDS THEATRE FESTIVAL, INC.

Andrew Beechko, President

ATTEST:

Jeanne Donaldson, City Clerk

Type text here

EXHIBIT A

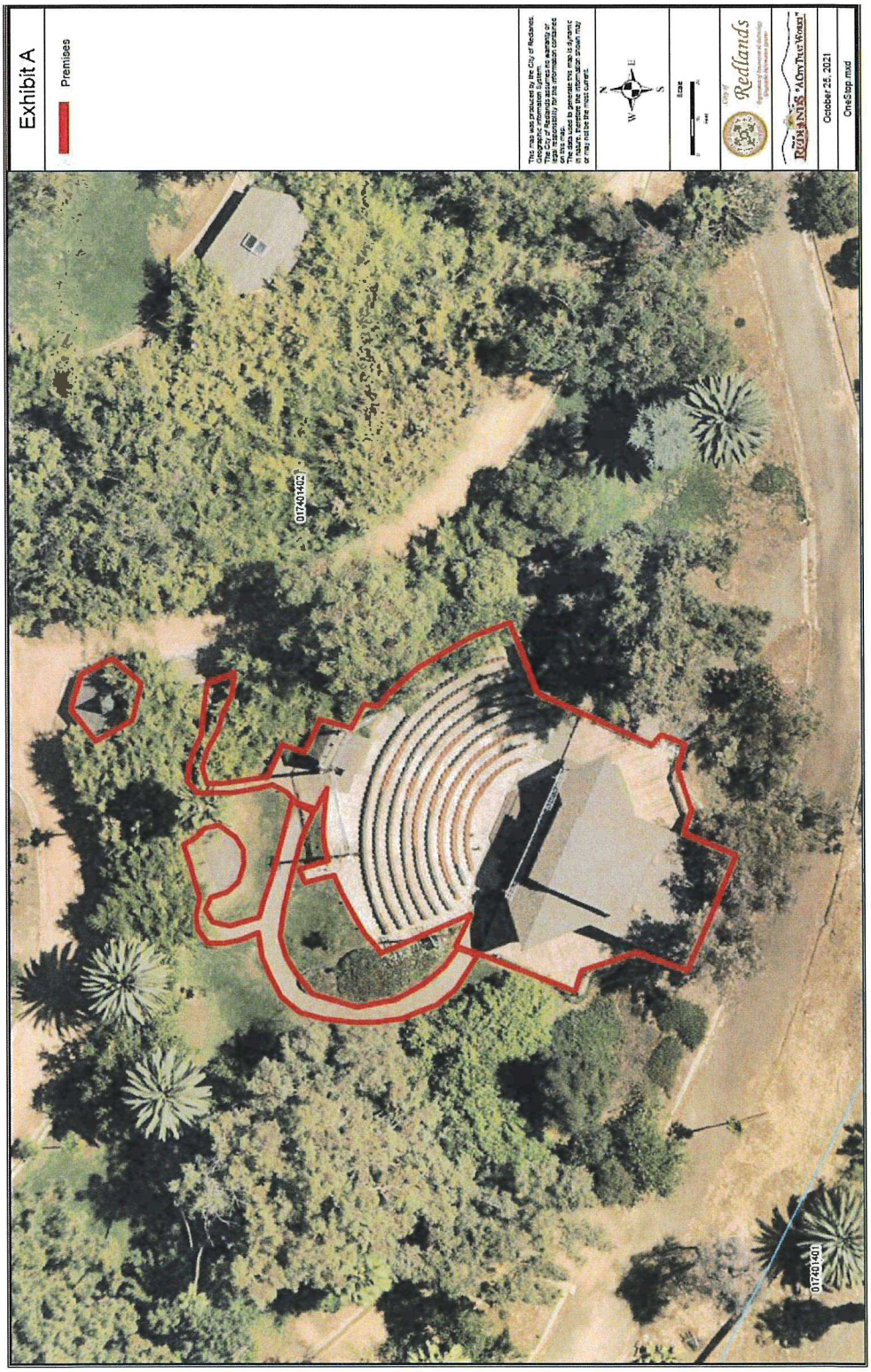
Exhibit A
Premises
This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.
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Scale
City of
Redlands
October 25, 2021
OneStop.mxd
017401402
017401401

EXHIBIT B

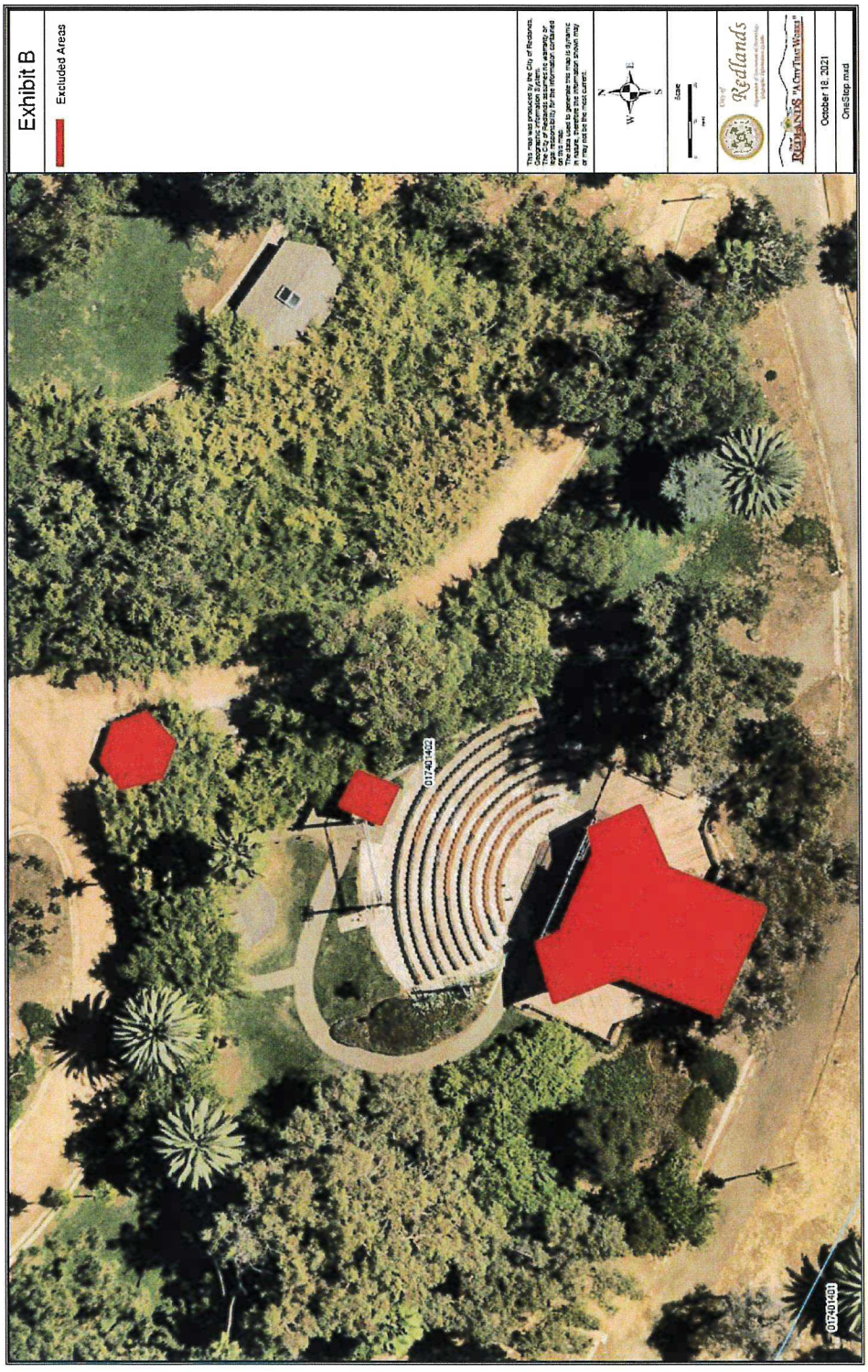
Exhibit B
Excluded Areas
This map was produced by the City of Redlands, Geographic Information System. The City of Redlands assumes no warranty or legal responsibility for the information contained on this map. The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.
N
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Scale
Redlands
REDLANDS "A City That Works"
October 18, 2021
OneStop.mxd
017401402
017401401

Redlands Theatre Festival Inc.

EIN: 33-0025052 | Riverside, California, United States

Other Names

REDLANDS THEATRE FESTIVAL

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

Tax Period:	Mailing Address:	Gross receipts not greater than:
2020 (11/01/2020-10/31/2021)	PO BOX 2702 CRESTLINE, CA 923252702	$50,000

City Council **AGENDA ITEM NO. I16.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request for in-kind support in the amount of $82,803.92, related to the Redlands Fourth of July event hosted on Saturday, July 4, 2026 by the Redlands Fourth of July Committee, Inc.; revise the previously approved $50,000 City contribution to authorize partial disbursement prior to the event; approve temporary street closures related to the event; authorize sale and consumption of alcoholic beverages at the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION:

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

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the request for in-kind support in the amount of $82,803.92; and revise the previously approved City contribution of $50,000 to authorize disbursement of fifty percent (50%) of the contribution prior to the event and the remaining fifty percent (50%) following the event; and

3. I move to approve the temporary street closures listed in the application, and authorize the sale and consumption of alcoholic beverages, for the annual Redlands Fourth of July event to be held on Saturday, July 4, 2026.

RECOMMENDATION:

Staff further recommends that the City Council approve the request for in-kind support in the amount of $82,803.92 related to the Fourth of July event hosted by the Redlands Fourth of July Committee, Inc., on Saturday, July 4, 2026; revise the previously approved City contribution of $50,000 to authorize disbursement of fifty percent (50%) of the contribution prior to the event and the remaining fifty percent (50%) following the event; approve temporary street closures; and authorize the sale and consumption of alcoholic beverages at the event.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the city. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The city recognizes the value of partnering with non-profit agencies and organizations to provide beneficial services to the community. In an effort to support programs that provide community benefit, the City Council will, from time to time, consider the authorization of in-kind support, including the use of city equipment, staff, and facilities for special events.

Redlands Fourth of July Committee, Inc., is a registered non-profit organization operating out of the City of Redlands and has held its Fourth of July celebration in the City annually since 1968. According to the submitted application, all funds generated pay for the expenses associated with facilitating the Fourth of July fireworks show, park and parade activities within the City of Redlands.

Redlands Fourth of July Committee, Inc. is requesting in-kind support in the amount of $82,803.92 for departmental resources, including Police, Fire, and Facilities and Community Services (FCS) personnel and FCS park facilities and equipment. Previously, the City Council approved $58,001.34 in in-kind support for last year’s 48th annual Redlands Fourth of July event, hosted on Friday, July 4, 2025.

In addition, the committee is requesting the periodic, temporary street closures on Saturday, July 4, 2026. The request includes the reservation of Sylvan Park for Saturday, July 4, 2026, from 6:00 a.m. to 3:00 p.m., the temporary closure of surrounding streets including portions of East Colton Avenue, Chapel Street, Stillman Avenue, East High Avenue, Division Street, Park Avenue, and University Street between the hours of 8:00 a.m. and 12:00 p.m. In addition, the committee is also requesting the temporary closure of streets of Highland Avenue, Dearborn Street, Fifth Avenue and Marion Road between 1:00 p.m. and 11:00 p.m. for the fireworks display to be held at Moore Middle School.

The Redlands Fourth of July Committee is requesting permission to serve alcohol at the event. City Council approval is also necessary to authorize the consumption and sale of alcohol for this event due to its proposed location within a beer garden on Fifth Avenue, adjacent to Moore Middle School, between 4:00 p.m. and 10:00 p.m. Staff's approval authority is limited to only enclosed public areas in public parks as defined by Resolution No. 7559.

On Tuesday, March 17, 2026, the City Council approved a contribution of $50,000 for the 2026 Fourth of July Celebration to the Redlands Fourth of July Committee and determined that the financial support serves as a public benefit.

At the time of approval, the contribution was anticipated to be disbursed following the event. The Redlands Fourth of July Committee has since requested that a portion of the contribution be provided prior to the event to assist with upfront operational costs and event-related cash flow needs. Staff is recommending that the City Council authorize disbursement of fifty percent (50%) of the approved contribution prior to the event, with the remaining balance to be disbursed following the event.

The event is exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of the construction or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support, deny the request for temporary street closures and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life, Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities & Community Services Director

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

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

PREPARED BY:
Marion Cronin, Administrative Analyst

FISCAL IMPACT

Fiscal Year: FY 2026/27

Revenue Generating: Yes

Amount: $82,803.92

Budgeted Y/N: No

Account No.:

Additional Appropriation Required: No

Discussion:

Attachments

1_Special_Event_Application_-_Fourth_of_July.pdf
2_In-Kind_Request_-_Fourth_of_July.pdf
3_Verification_of_Non-Profit_-_Fourth_of_July.pdf
4_DLA_Application_-_Fourth_of_July.pdf
5_Street_Closure_1_-_Fourth_of_July_Fireworks.pdf
6_Street_Closure_2_-_Fourth_of_July_ParadeRoute.pdf
7_Fiscal_Impact_-_Fourth_of_July.pdf
8_Street_Closures_Map.pdf

City of Redlands
35 Cajon Street, Ste. 222
Redlands, CA 92373
(909) 798-7655 ext 3

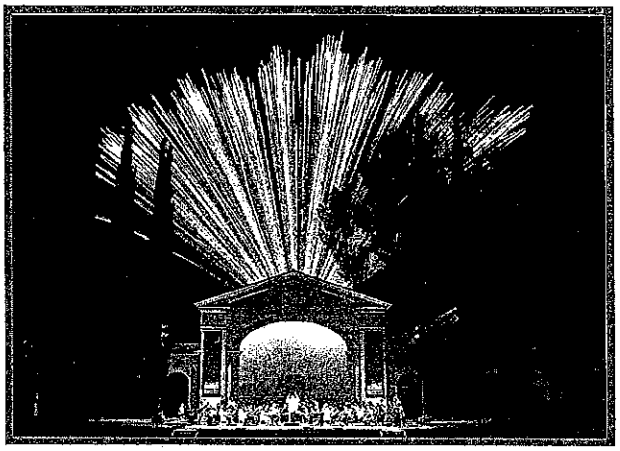
SPECIAL EVENTS PERMIT APPLICATION

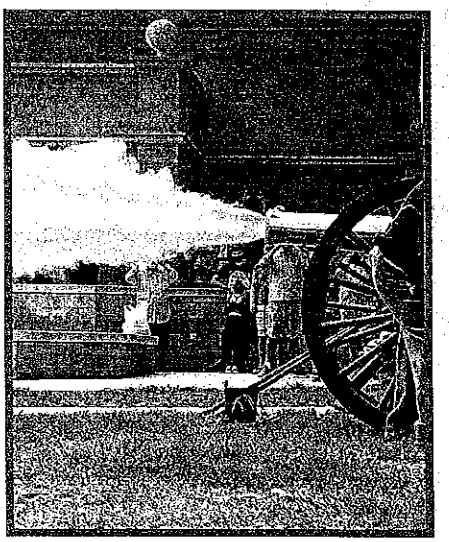
EVENT: Redlands Fourth July

ORGANIZER: Jim Murone

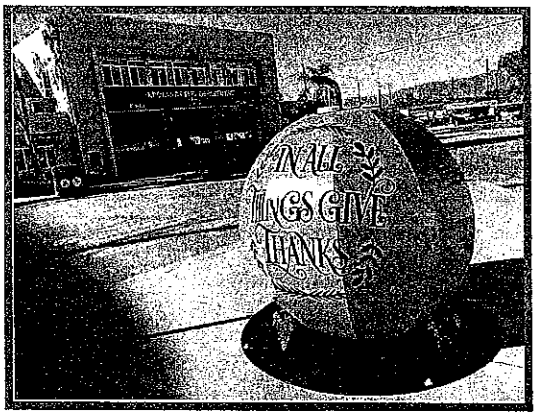
Date of Event: 07/04/2026

Date Submitted: 01/5/2026









NOTICE TO PERMIT APPLICANT

- Completed Special Event Permit Applications **must** be submitted to the Facilities & Community Services Department a **minimum of four (4) months prior** to the date the event is scheduled to begin.
- All forms in this application package that are relevant to your event must be complete and submitted together in order to be considered.
- Applicants must conform to all requirements for maintaining liability insurance.
- Incomplete applications or applications submitted past the deadline are subject to denial of request to hold event.

SUMMARY OF EVENT

Event Title Redlands Fourthof July

Description Fireworks and Sylvan Park Activities

8:00am Community Park Activities	Vendors, Bands, Parade, Food	
4:30pm Evening Show	Flyovers, Skydivers, Bands, Food	Fireworks Show

Date/Time

Setup	Date July 3rd	Time 8:am	Location(s) Moore MS		
Event Starts	Date July 4th	Time 7:am Sylvan 4:30pm Moore MS	Location(s) Sylvan Park	Moore MS	
Event Ends	Date July 4th	Time 3:pm Sylvan 10:pm Moore MS	Location(s) Sylvan Park	Moore MS	
Dismantle	Date July 4th	Time 10:pm	Location(s) Moore MS		

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 8000 Per Day_____

Anticipated Participants: Total_____ Per Day_____

CONTACTS Person(s) or Agent(s) responsible for and authorized to represent this event on all matters:

	Primary Contact:		Secondary Contact	
Name:	Tim Murone			Meike Murone
Address:	278 Tennessee			cell: 909-255-5605
City, State, Zip	Redlands, CA 92373			Elizabeth Ocampo
Phone:	cell: 909-327-7446			cell: 909-810-6311
Email:	timtbm@email.com			

Name of Organization: Redlands Fourth of July Committee, Inc Is it Non-Profit? yes

Tax I.D. #: _____

Yes	No	
◉	○	Is this an annual event? How many years have you been holding this event? 1957
⊘	○	Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
⊘	○	Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
⊘	○	Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
○	⊘	Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
⊘	○	Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
⊘	○	Vendor(s)? If yes please complete the Vendor List in Appendix A.

SITE PLAN

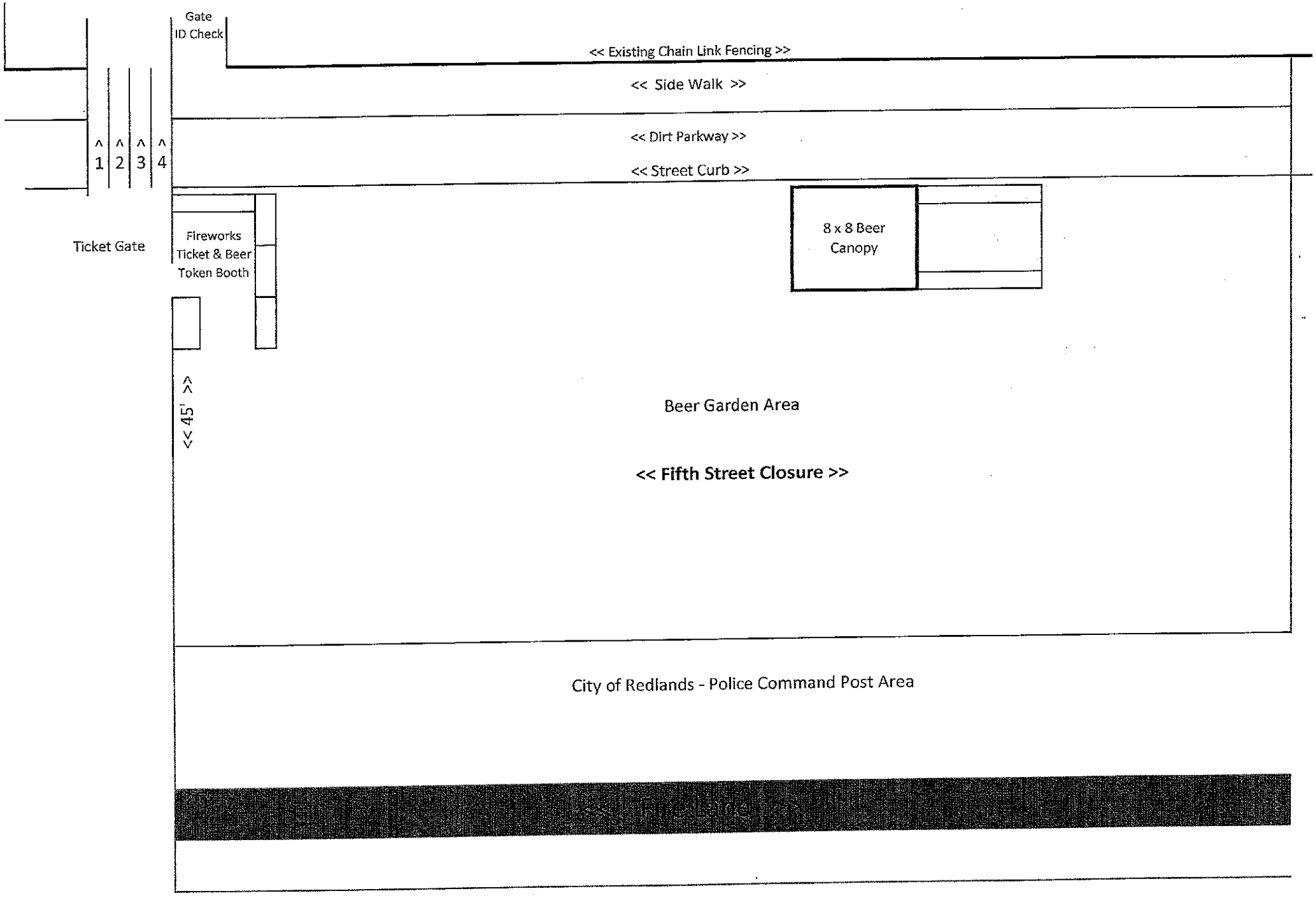
Your event site plan/route map should include but not be limited to:

- [x] An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- [x] The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- [x] The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- [x] The location of first aid facilities and ambulances.
- [x] The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- [ ] A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- [x] Generator locations and/or source of electricity.
- [x] Placement of vehicles and/or trailers.
- [x] Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- [x] Identification of all event components that meet accessibility standards.
- [x] A parking and/or shuttle plan for events that are likely to exceed parking lot capacity of the space you are using.
- [ ] Other related event components not listed above.

TIMELINE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.

HOUR	ACTION
July 3rd 8:am to 5:pm	Moore MS Event Set Up
	vered, Generator, Lighting,Toilets, Fen
	Layout Secured, Signage placed
July 4th 8:am	lvan Park Opens & Moore MS Set
July 4th 2:pm	eet Closure, Vendor set up, Entrance
July 4th 4:30pm	Moore MS Gates Open
July 4th 5:45 to 7:15	4th July Band, Flyovers, Skydivers,
July 4th 7:15 to 9:pm	Opening Ceremony, Rock Band
July 4th 9:pm to 9:30pm	Fireworks Show
July 4th 9:30 to 11:pm	Site Cleanup


Gate
ID Check
<< Existing Chain Link Fencing >>
<< Side Walk >>
<< Dirt Parkway >>
<< Street Curb >>
^ 1
^ 2
^ 3
^ 4
Ticket Gate
Fireworks
Ticket & Beer
Token Booth
8 x 8 Beer
Canopy
<< 45' >>
Beer Garden Area
<< Fifth Street Closure >>
City of Redlands - Police Command Post Area
<< Fire Lane >>

SECURITY PLAN

YES NO

☐ ■ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization Redlands Police, Redlands Unified School Security on site

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

Private Patrol Operator License# _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application. Tables set up at gates with security check, Venue has designated seating areas, 15' wide walk areas, Food vendors are placed North of seating, designated bathroom areas away from seating, dedicated Fire Lane signage, volunteers talking guests about Safety, Fire Zones, designated trash Established Fire Lane along 5th Street and Redlands Street entrance to Sportsfield for emergency vehicles Tim Murone is in communiciton with Rlds Police and Fire to meet their requirments as advised prior to event

MEDICAL PLAN

Any event that has physical activity or is a race and has above 50 people requires amedical plan.

YES NO

☐ ■ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan?

If yes, please list: _____

Medical Services Provider Redlands Fire Department is on site Will contact AMR as needed

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary.

Redlands Police, Redlands Fire, Parmedics, 911, AMR if needed

MARKETING AND PUBLIC RELATIONS

Yes No

☑ ☐ Will this event be marketed, promoted, or advertised in anymanner?

f yes, please describe Community News, City of Redlands Web Site, Facebook and Community Signage

☐ ☑ Will there by live media coverage during the event?

f yes, please describe

☐ ☑ Will media vehicles be parked within the event venue?

f yes, please describe safety plan

☐ ☑ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

f yes, please describe

INSURANCE REQUIREMENTS

Regardless of the event you are required to have insurance that indemnifies the city of Redlands listing the location date and time.

Name of Insurance Agency HUB International

Address Street PO 5345

City Riverside State CA Zip 92517

Telephone Day 909-379-1340 Evening 909-533-2357 Fax _____ Pager/Cellular _____

Contact Name Samantha Orf

Policy Type Special Event and Annual General Libality Policys

Policy Amount 1M per Occourance

Policy Number DNO MIDNO037800

ACCESSIBILITY PLAN

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

YES NO

☑ ☐ Will there be a Clear Path of Travel throughout your event venue? Please describe _
Venue has designated seating areas, 15' wide walk areas as approved by Redlands Police and Fire

☐ ☑ Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe
RUSD school parking lot, committee installs ADA approved signage along fenceline creating additional ADA parking

☑ ☐ Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe
Yes, we are using RUSD ADA Bathroom Facilities

☑ ☐ Will all food, beverage and vending areas be accessible? Please describe
Yes, located on grass field without any obsticals

☑ ☐ Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe
All pathways are marked with "yellow" flagging tape placed directly on the ground, creating designated pathways and seating areas.

☐ ☑ If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe
None

☑ ☐ If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe Information, site help, directions availble at entrance gates
Staring 5:45pm we have on site announcer Jim Nolan availble to make public announcments, missing persons, emergencys

☑ ☐ If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Please describe Entire site is availble once inside entranc checkpoints, excluding restricted Fireworks area

RESTROOM FACILITIES PLAN

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. Indicate on your timeline when portable toilets will be set up.

Yes No

☑ ☐ Do you plan to provide portable rest room facilities at your event?

If yes: Total number of portable toilets (38) Toilets (6) Wash Sinks

If no: Please explain: (1) Franklin School (3) Sylvan Park (38) Moore MS + (6) wash stations

Rest Room Company West Coast Fencing, Marc Davis

Address Street 9092 Jurupa Rd

City Riverside State CA Zip 92509

Telephone Day 951-313-6817 Evening _____ Fax _____ Pager/Cellular 951-313-6817

LIST OF VENDORS

Please provide a list of vendors, what they are there for and their business license numbers. Keep in mind that this list of vendors cannot change after the event has been approved. All must have a Redlands business license in order to participate with your event. If you need more entries, please attach a list with the same information to your event package. Vendors include all businesses either performing a service or selling at your event. All food concessioners must meet the San Bernardino Counties Department of Public Health Food Handler's and Fire Suppression requirements.

Yes	No	
☐	■	Will items or services be sold at your event?
☐	■	Will you have some education only (not selling a product or service) booths?
☐	■	Will items or services sold at your event present unique liability issues (e.g. massage, etc.)?
☐	☐	Does your event include food concession and/or preparation areas?
☐	☐	Do you intend to cook food in the event area?

If yes, please specify method:

- ■ Gas
- ☐ Electric
- ☐ Charcoal
- ☐ Other (specify) _____

VENDOR	SERVICE THEY ARE PROVIDING	REDLANDS BUSINESS LICENSE NUMBER	EDUCATIONAL INFORMATION ONLY? (Y/N)
Love to Snack	Ice Cream		
Grizzygrub	Burritos, Chili Fries,		
Rlds Kiwanis Foundation	Water and Sodas	None	Fundraiser
edlands 4th July Committe	Beer Garden	ABC Permit (June)	Fundraiser

ENTERTAINMENT PLAN

YES NO

☑ ☐ Are there any musical entertainment features related to your event?

If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages (1)

Number of Performers/Bands (2)

Performer/Band name and music type 6:pm Curtiss Allen Redlands 4th July Band 8:pm Rock Band (not hired yet)

☑ ☐ Will sound checks be conducted prior to the event?

If yes, Start time 3:30pm Finish time 4:30pm

☑ ☐ Will sound amplification be used?

If yes, Start time 3:30pm Finish time 9:30pm

☑ ☐ Do you plan to have a patron dance component to either live or recorded music at your event?

If yes, please describe

☑ ☐ Please describe the sound equipment that will be used for your event

Rock Band sound equipment and Professional Sund contractor for Fireworks Show

☑ ☐ Will inflatables, such as jumpers, or similar devices be used at your event?

If yes, please describe

☑ ☐ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please fill out a fireworks permit also located in this packet.

If yes, please describe

☑ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe

☑ ☐ Will there be massage activities at your event? If yes, please describe

☑ ☐ Do your event plans include any, drawings or raffle opportunities?

If yes, please describe

ALCOHOL

Please Note: You will need to have your alcohol permit approved by Redlands city council prior to your event. A copy of your Alcohol license will be needed after city council approval, before the event.

Yes No

☐ ■ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ☐ Free/Host Alcohol
- ■ Alcohol Sales
- ☐ Host and Sale Alcohol
- ■ Beer
- ☐ Beer and Wine
- ☐ Beer, Wine and Distilled Spirits

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event. _____

Chris Boatman requested us to visit all neighbors in 2019 prior to moving to Moore MS

MITIGATION OF IMPACT

YES NO

☑ ☐ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain 2019

☐ ☐ Do you have a sample of the notice that you propose to distribute two weeks prior to yourevent? If yes, please attach.

If no, please explain _____

SIGNATURE OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Redlands Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply will all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Redlands.

Print Name of Applicant/Host Organization Redlands Fourth of July Committee

Title President

Signature Tim Munroe

Date 1.14.26

Print Name of Professional Event Organizer _____

Title _____

Signature _____

Date _____

City of Redlands

In-Kind Support Request

Event Name: Redlands Fourth of July Committee, Inc

Event Date(s): July 4th, 2026 **Location(s):** Sylvan Park and Moore MS - 5th Street

Rain Out Date: none **Beginning Time:** 7:am **End Time:** 10:pm

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

Police and Traffic support as recommended for crowd and parking control at Sylvan Park and Moore MS-5th Street
Parks - Facility as recommended for use of Sylvan Park

Select and Describe All City Provided Services That May Apply to Your Request :

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — As Recomended
- [x] Police (*Public Safety Personnel)* — As recommended for Sylvan Park and Fireworks Celebration
- [x] Fire (*Paramedics, Inspectors)* — Fire Marshal - Fireworks Contractor
- [x] Parks *(Cleanup Personnel, Ball Field Lights)* — Sylvan Park
- [ ] Facility

Refuse/Recycling *(Event Receptacles, Roll-Off Service)* acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

- [ ] Other

Group/Organization Name: Redlands Fourth of July Committee, Inc

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:**

Does your Group/Organization Presently Have Liability insurance? [x] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? since 1956 if required

Primary Contact Name & Title: Tim Murone

Mailing Address: PO 7237

Phone Number: 909-327-7446 **E-Mail Address:** timtbm@email.com

Updated 6/2021

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

Sylvan Park and Fireworks Show are packed with people we feel represents our success

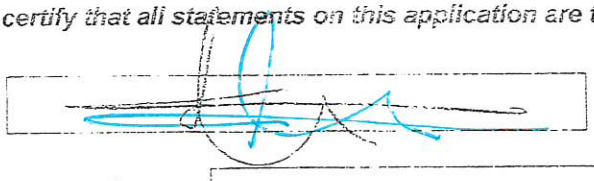
Describe what economic benefit and impact this event will bring to the City:

Redlands is known throughout the Inland Empire for hosting Sylvan Park activities and Fireworks Show bringing people to our community

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	75%	75%	
Attendance: Non-Residents	25%	25%	
Food & Beverage Sales	0	0	
Merchandise Sales	10,000.	10,976.	
Ticket/Entrance Fees	59,000.	59,155.	
Other	60,000.	62,600.	
Total Revenue	129,000.	132,731	

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature:  **Title:** Event Chairman

Please Print Your Name: Tim Murone **Date:** 1.14.26

To Be Completed by the City of Redlands

Date Received: 01/20/2026 **Received By:** Jaelyn Ramirez

Notes:

City Manager Approval: City Council Approval:

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
04/19/2022
Employer ID number:

Person to contact:
Name: Julie Chen
ID number: 31261
Telephone: 877-829-5500
Accounting period ending:
October 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
December 23, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053761008911

REDLANDS 4TH OF JULY COMMITTEE INC
A NONPROFIT CORPORATION
278 TENNESSEE STREET SUITE 12
REDLANDS, CA 92373

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is the postmark date of your application.
Your exemption under IRC Section 501(c)(3) is effective as of the date listed at the top of this letter.
You were exempt under Section 501(c)(4) prior to this date.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

State of California

DAILY LICENSE APPLICATION

Department of Alcoholic Beverage Control

ABC USE ONLY		
License #	Receipt #	Fee $
Conditions Requested ☐ Yes ☐ No		Diagram Requested ☐ Yes ☐ No
License Type ☐ B & W ☐ General ☐ Special		

Complete all applicable items. Submit this application to your local ABC District Office with the required fee payable to ABC. To determine fee(s) due, visit https://www.abc.ca.gov/licensing/license-fees. Once the daily license is issued, fees cannot be refunded. Listing of ABC District Office is available at https://www.abc.ca.gov/contact/. Please visit https://www.abc.ca.gov/abc-221-instructions/ for further instructions.

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name	Tax ID
Redlands Fourth of July Committee, Inc	[redacted]
Organization Mailing Address	
PO Box 7237 Redlands, CA 92375	

LICENSE TYPE

☑ **Special Daily Beer and Wine**
- ☐ Amateur Sports Organization
- ☐ Charitable
- ☐ Civic
- ☐ Cultural
- ☐ Fraternal
- ☐ Political
- ☐ Religious
- ☐ Social
- ☑ Other: commuity celebration

☐ **Daily General**
- ☐ Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure
- ☐ Organization Formed for Specific Charitable or Civic Purpose
- ☐ Fraternal Organization in Existence over Five Years with Regular Membership
- ☐ Religious Organization
- ☐ Vessel per Section 24045.10 B&P ($50.00)

☐ **Special Temporary License**
- ☐ Television Station per Section 24045.2 or 24045.9 B&P
- ☐ Non-profit Corporation per Section 24045.4 and 24045.6 B&P
- ☐ Person conducting Estate Wine Sale per Section 24045.8 B&P
- ☐ Women's Educational and Charitable Organization per Section 24045.3 B&P
- ☐ Other Special Temporary License Per Section:

License #: Amount:

SECTION 2. EVENT DETAILS

Event Dates	Total # of Days	Hours of Alcoholic Beverage Sales, Service and/or consumption	Virtual Event
July 4th 2025	1	4:pm To 10:pm	☐ Yes ☑ No *Mark Yes, if the event is 100% virtual*

Event Address (Street #, name, and city)	Event Location Description (Jones Park, Pavilion A, etc.)	Location Within the City Limit
	5th Avewnue between Dearborn and Mari	☑ Yes ☐ No

Event Type	Type of Entertainment	Event Open to Public
☐Barbeque ☐Dinner ☐Sporting Event ☐Birthday ☐Festival ☐Social Gathering ☐Concert ☐Lunch ☐Wedding ☐Carnival ☐Mixer ☑Other: ☐Dance ☐Picnic	4th July Celebration	☑ Yes ☐ No

Estimated Attendance	Security Guard If Yes, how many	Outdoor Event
8000	☐Yes ☐No Redlands Police	☐ Yes* ☐ No **If Yes, a diagram of the event area is required*

REQUIRED

☑ By checking this box, you are certifying that you understand the requirements detailed in Business and Professions (B&P) Code Section 25682(c) which state that a nonprofit organization that has obtained a temporary daily license from the department must designate a person(s) to receive RBS training certification prior to the event, and that designated person(s) shall remain onsite for the duration of the event.

SECTION 3. CONTACT INFORMATION

Contact Person	Phone Number	Email Address
Tim Murone	909-327-7446	timtbm@email.com

SECTION 4. SIGNATURES AND APPROVALS

I attest that I am authorized by the organization named above to make this application on its behalf.

Organization's Authorized Representative Name Tim Murone	Phone Number 909-327-7446	Signature	Date Signed 1.14.26
Property Owner Approval By (Name) Required City of Redlands Tabitha Crocker	Phone Number 909.798 7655	Signature	Date Signed 1/20/26
Law Enforcement Approval By (Name), If applicable Redlands Police Department	Phone Number 909 647 8165	Signature	Date Signed 1/21/26
District Office Approval By (Name)	Phone Number	ABC Employee Signature	Issuance Date

The above named organization is hereby licensed, pursuant to the California B&P Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the abovenamed location for the period authorized above. B&P Code Section 25682(c) requires that a designated RBS-trained person(s) shall remain on site for the duration of the event. Failure to comply with this requirement will result in immediate cancellation of the permit. **This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.**

Department of Alcoholic Beverage Control

State of California
Gavin Newsom, Governor

SUPPLEMENTAL DIAGRAM

Instructions to Applicant:
Draw a sketch of the area on which the licensed premises is or will be located Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization, event authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

1. APPLICANT NAME (Last, first, middle)	2. LICENSE TYPE
Redlands Fourthof July Committee, Inc. Tim Murone	
3. PREMISES ADDRESS (Street number and name, city, zip code)	4. NEAREST CROSS STREET
5th Street between Dearborn and Marion Road	Dearborn & Marion Rd

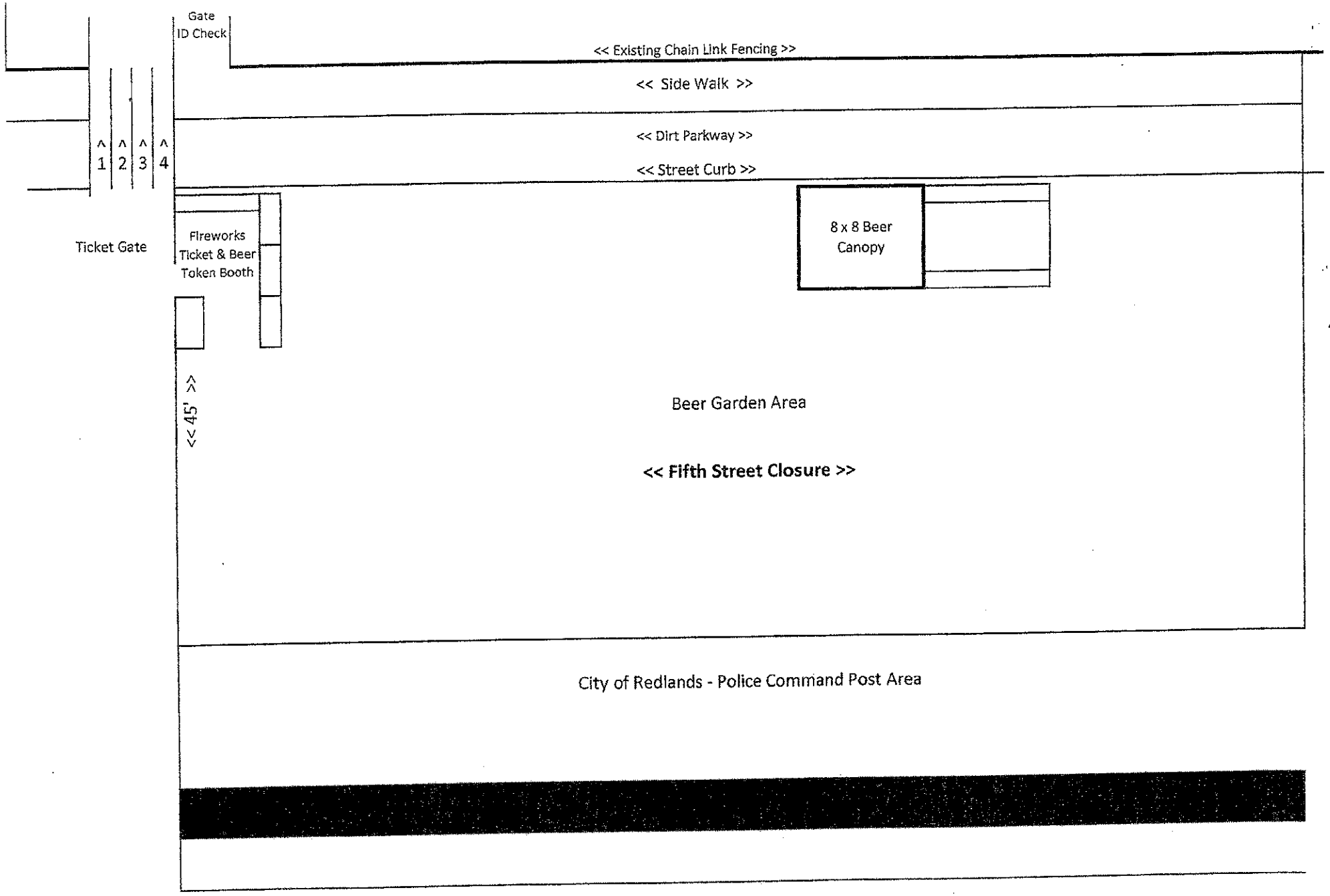
DIAGRAM

I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

APPLICANT SIGNATURE	DATE SIGNED
	1/29/25

FOR ABC USE ONLY

CERTIFIED CORRECT (Signature)	PRINTED NAME	INSPECTION DATE


Gate
ID Check
<< Existing Chain Link Fencing >>
<< Side Walk >>
<< Dirt Parkway >>
<< Street Curb >>
1
2
3
4
Ticket Gate
Fireworks
Ticket & Beer
Token Booth
8 x 8 Beer
Canopy
<< 45' >>
Beer Garden Area
<< Fifth Street Closure >>
City of Redlands - Police Command Post Area

Event: Redlands Fourth of July

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Redlands Fourth of July Committee, Inc.

To close (street names) 5th Street

Between (street names) Dearborn and Marion Road

On (date) July 4th **Event times -** from (time) 2:00 ☐ am ☑ pm to (time) 10:00 ☐ am ☑ pm

Address of Applicant: 278 Tennessee Street

Signature of Applicant: _____ Phone No. 909-3237-7446

Condition(s): _____

Event Description: Redlands 4th July Celebration at Moore MS Event Area and Fallout zone

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. _____ Chief of Police — Date 3/19/24
2. _____ Municipal Utilities & Engineering Department — Date 4/16/26
3. _____ Facilities & Community Services Department — Date 3/10/26
4. _____ Risk Management Division — Date 4/16/26

Street Closure time: From 1 ☐ am ☒ pm To 11 ☐ am ☒ pm

Staff Notes:

Event: City of Redlands 4th July Celebrati Date: 03-26-26

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Redlands Fourth of July Committee Inc

To close (street names) E. Colton Ave, Chappel St, E. High Ave, Division St. E Park Ave, University Street

Between (street names) 8:30am Between E. Colton Ave & Church St. 10:15am Above Parade Route

Day & date July 4th **Event times** from (time) 8:30 ☑ am ☐ pm to (time) 11:30 ☑ am ☐ pm

Address of Applicant: PO 7237 Redlands, CA 92375 Phone No: 909.327.7446

Signature of Applicant: _____ Applicant Name (print): Tim Murone

Condition(s);**set up & clean up time required**: "No Parking" signs not required on University St. as parked car do not impact parade route or travel. "No Parking" signs not required on Colton Ave between University St & Chappel not parade route

Event Description: 4th of July Community Celebration

Food and entertainment vendors, Bands, parade, Family's sitting on grass

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. _____ Chief of Police — Date 4/14/26
2. _____ Municipal Utilities & Engineering Department — Date 4/16/26
3. _____ Facilities & Community Services Department — Date 4/8/26
4. _____ Risk Management Division — Date 4/14/26

Street Closure time: From 8 ☑ am ☐ pm To 12 ☐ am ☑ pm

Staff Notes:

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2026-2027 Amount**	**Type**	**2025-2026 Amount**
Police Personnel[1]	$61,656.00	Hard Cost	$45,324.00
Fire Personnel[1]	$6,547.92	Hard Cost	$1,007.34
Facilities & Community Services Personnel[1]	$10,800.00	Hard Cost	$9,000.00
Personnel & Equipment Subtotal	**$79,003.92**		$55,331.34
Fees Established by City Council Resolution			
Park Reservation	$225.00	Soft Cost	$225.00
FCS Equipment	$3,575.00	Soft Cost	$1,505.00
Fire Equipment	$0.00	Soft Cost	$940.00
Fees Subtotal	**$3,800.00**		**$2,670.00**
Total Departmental Charges and Fees	**$82,803.92**		$58,001.34
	$79,003.92 **$3,800.00** **$82,803.92**	Hard Cost Soft Cost Total	**$55,331.34** **$2,670.00** **$58,001.34**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2026-27 to date:

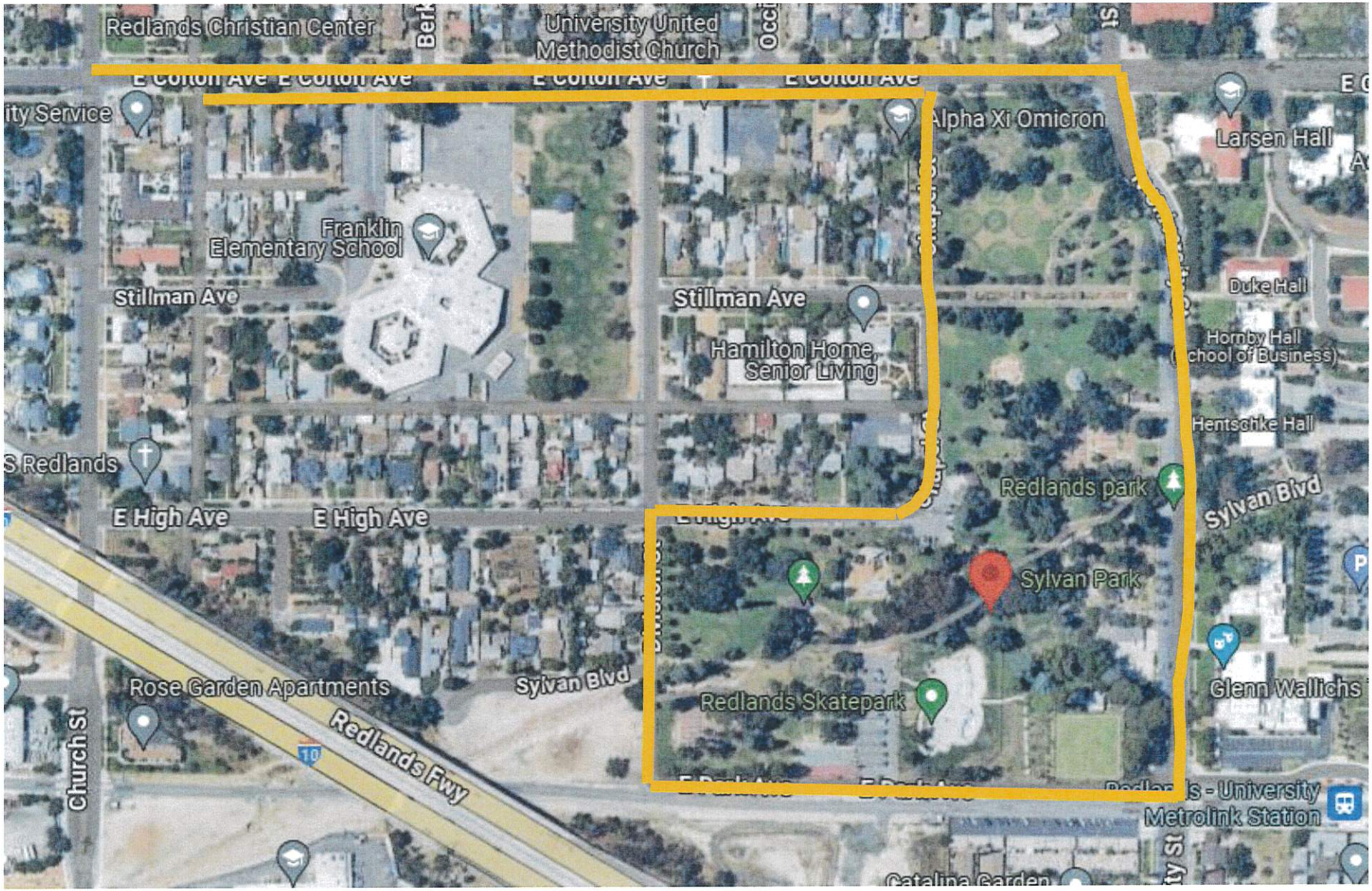
TABLE 2: FY 2026-27 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$46,411.28	$7,801.00	$0.00	$54,212.28	$54,212.28



Fourth of July 2026

Street Closure Map


Redlands Christian Center
University United Methodist Church
E Colton Ave
Alpha Xi Omicron
Larsen Hall
Franklin Elementary School
Stillman Ave
Hamilton Home, Senior Living
Duke Hall
Hentschke Hall
Redlands park
Sylvan Blvd
Sylvan Park
E High Ave
Rose Garden Apartments
Redlands Skatepark
Glenn Wallichs
Church St
Redlands Fwy
10
Metrolink Station

City Council **AGENDA ITEM NO. I17.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Public Works Construction Contract to David Ollis Landscape Development, Inc., in an amount not to exceed $128,601.30 to complete the Gateway Refresh Project FCS01132026KG; and determination that approval of the contract is exempt from the California Environmental Quality Act pursuant to Section 15303 of the CEQA Guidelines (Facilities and Community Services Department Director Crocker)

MOTION:

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

1. I move that the City Council determine that approval of the contract and project as categorically exempt from environmental review in accordance with Section 15303 of the State's guidelines implementing the California Environmental Quality Act: and

2. I move that City Council approve a Public Works Construction Contract to David Ollis Landscape Development, Inc., in an amount not to exceed One Hundred Twenty-Eight Thousand, Six Hundred One Dollars and Thirty Cents ($128,601.30) to complete the Gateway Refresh Project FCS01132026KG.

RECOMMENDATION:

Staff recommend that the City Council determine that approval of the contract and project is categorically exempt from environmental review in accordance with Section 15303 of the State's guidelines implementing the California Environmental Quality Act: and

Staff recommend that City Council approve a Public Works Construction Contract to David Ollis Landscape Development, Inc., in an amount not to exceed One Hundred Twenty-Eight Thousand, Six Hundred One Dollars and Thirty Cents ($128,601.30) to complete the Gateway Refresh Project FCS01132026KG.

DISCUSSION:

The original I-10 Gateway Project was approved by City Council during the May 17th, 2016, meeting. The project included aesthetic improvements within the Caltrans right-of-way at the on/off-ramps to Interstate 10 in downtown Redlands at Sixth Street, Orange Street and Eureka Street. These improvements were designed to serve as a gateway feature for residents and visitors traveling to Redlands. Enhancements included the construction and installation of gateway monuments, ornamental fencing, and replanting of nearly all existing landscaping in the area.

Since the project's completion nearly a decade ago, some plants, shrubs, and tree species have proven less suitable for the area. Additionally, certain species have been removed from approved planting palettes due to pest and disease issues. As a result, portions of the site have lost landscaping and no longer meet the intended aesthetic standards. The scope of work for this refresh project includes, inspection and repair of all irrigation, electrical and lighting systems, landscape clean-up and replacement (Aloe, Bougainvillea, Rosemary, Catclaw), and the removal and replacement of hard surface materials (decomposed granite, mulch, pebbles, and rocks).

On January 21, 2026, Staff advertised the Gateway Refresh Project, FCS01132026KG. On February 11, 2026, the City Clerk received and opened three (3) bids:

BID OPENING REPORT SUMMARY

BIDDER	BID AMOUNT
David Ollis Landscape Development, Inc., Redlands, CA	$128,601.30
Greenfield, Hacienda Heights, CA	$138,850.00
All American Building Services, Santa Clarita, CA	$217,847.85

Staff reviewed all bids for responsiveness and compliance with bid requirements; David Ollis Landscape Development, Inc., was determined to be the lowest responsive bidder.

The project is expected to be completed within one hundred and twenty (120) calendar days following issuance of a Notice to Proceed to the Contractor.

ALTERNATIVES:

City Council may deny the staff recommendations and provide alternate directions.

STRATEGIC PLAN:

Supports Priority A – Quality of Life; Strategic Objective 1. Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities & Community Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
James Garland, Interim Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Marion Cronin, Administrative Analyst

FISCAL IMPACT

Fiscal Year: 2025-26

Revenue Generating: No

Amount: $128,601.30

Budgeted Y/N: Yes

Account No.: 101303-8501 and 101304-6710

Additional Appropriation Required: No

Discussion:

The requested amount of $128,601.30 is already included in the departments budget. Funding for this project is split between Parks division budget, $90,000, and Streets division budget, $38,601.30.

Attachments

Gateway_Refresh_Project_Public_Works_Contract.pdf
Gateway_Refresh_Project_Planting_Plans.pdf
Gateway_Refresh_Project_Bid_Analysis.pdf
Gateway_Refresh_Project_Bid_Opening_Report.pdf

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction Contract ("Contract") is made and entered into this 2nd day of June, 2026, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and David Ollis Landscape Development, Inc. (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: Gateway Refresh Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Gateway Refresh Project FCS01132026KG, per the Gateway Refresh Project Planting Plans (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of One Hundred Twenty-Eight Thousand Six Hundred One Dollars and Thirty Cents ($128,601.30) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code Section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within one hundred twenty (120) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of Five Hundred dollars ($500.00) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that Five Hundred dollars ($500.00) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of Three Hundred Seventy-Five Thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code

Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

David Ollis Landscape Development Inc.
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities & Community Services Department
Gateway Refresh Project
FCS01132026KG

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this _____ day of _____, 2026.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and David Ollis Landscape Development, Inc. (hereinafter designated as "Principal"), have entered into an agreement dated June 2, 2026 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Gateway Refresh Project FCS01132026KG and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of One Hundred Twenty-Eight Thousand Six Hundred One Dollars and Thirty Cents ($128,601.30) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price,

but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2026.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address: _____
	_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone( ) _____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and David Ollis Landscape Development, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated June 2, 2026, and identified as Gateway Refresh Project FCS01132026KG is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of One Hundred Twenty-Eight Thousand Six Hundred One Dollars and Thirty Cents ($128,601.30) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

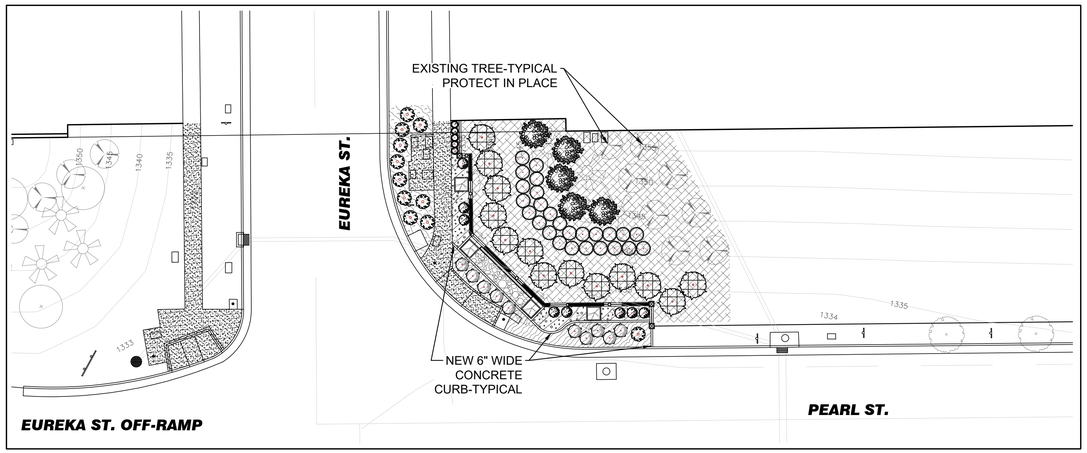
It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2026.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address: _____
(Seal and Notarial Acknowledgement of Surety)	_____
	Telephone: ( )_____



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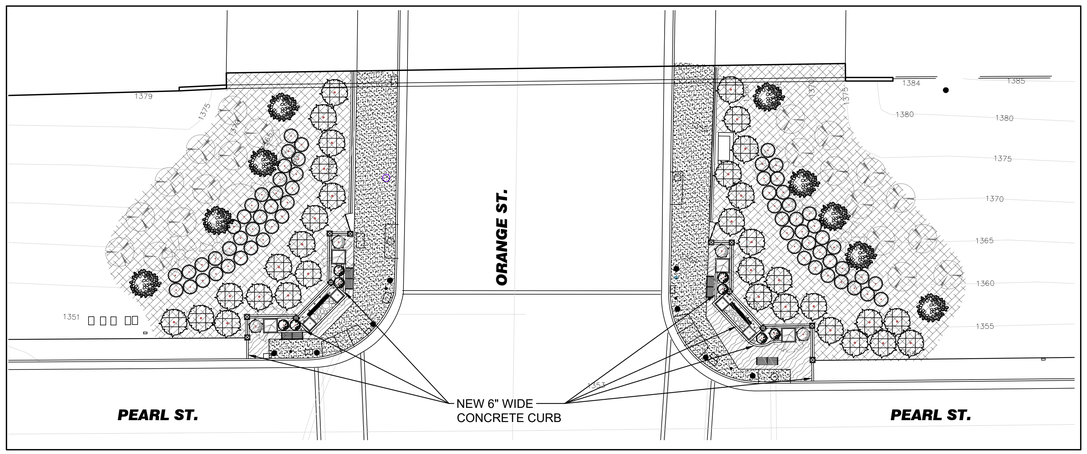

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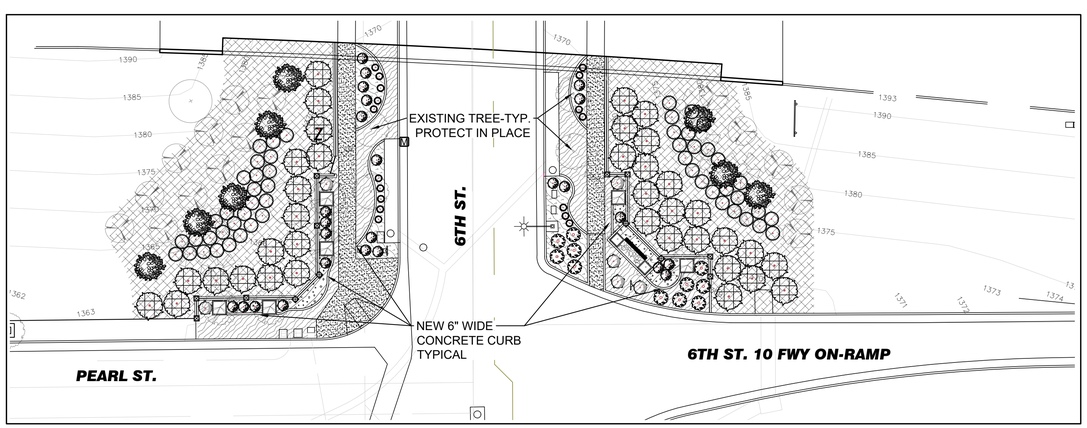


AREA 'C'

PLANT SCHEDULE

SYMBOL	QTY	SIZE	WULCOS	BOTANICAL NAME	COMMON NAME
SHRUBS					
	98	1 GAL.	LOW	ACACIA REDOLENS 'LOW BOY'	LOW BOY BANK CATCLAW
	38	1 GAL.	LOW	ALOE RUDIKOPPE 'LITTLE GEM'	LITTLE GEM ALOE
	207	1 GAL.	LOW	BOUGAINVILLEA BRASILIENSIS 'RASPBERRY ICE'	RASPBERRY ICE BOUGAINVILLEA
	32	5 GAL.	LOW	CAESALPINIA PULCHERRIMA	RED BIRD OF PARADISE
	45	5 GAL.	MOD	CARISSA M. 'GREEN CARPET'	GREEN CARPET NATAL PLUM
	49	1 GAL.	LOW	LANTANA X 'TEENIE GENIE'	TEENIE GENIE LANTANA
A	85	1 GAL.	LOW	ROSMARINUS O. 'HUNTINGTON CARPET'	DWARF ROSEMARY

STONE MULCH SCHEDULE

SYMBOL	DESCRIPTION	QTY
	MEXICAN SUNBURST PEBBLE–SIZE 2–3", MINIMUM 3" DEEP, AVAILABLE FROM SOUTHWEST BOULDER AND STONE	525 SF
	INDIAN GOLD CRUSHED ROCK–3/8" SIZE, MINIMUM 3" DEEP. AVAILABLE FROM SOUTHWEST BOULDER AND STONE	818 SF
	DESERT GOLD DECOMPOSED GRANITE, MINIMUM 3" DEEP WITH 6 LBS/TON SOIL SECURE STABILIZER. AVAILABLE FROM SOUTHWEST BOULDER AND STONE	3,486 SF
	BRIMSTONE DECOMPOSED GRANITE, MINIMUM 3" DEEP WITH 6 LBS/TON SOIL SECURE STABILIZER. AVAILABLE FROM SOUTHWEST BOULDER AND STONE	4,569 SF
	WALK–ON RECYCLED WOOD MULCH PRODUCT–MINIMUM 3" DEEP	20,041 SF

PLANTING NOTES

GENERAL
ALL LANDSCAPE INSTALLATION SHALL BE PERFORMED BY A LICENSED CONTRACTOR WITH A C–27 LICENSE OR GREATER.

LAYOUT OF ELEMENTS:
CONTRACTOR SHALL SCALE ALL PLANT MATERIALS OFF THE PLANS TO DETERMINE THEIR APPROXIMATE LOCATIONS. REFER TO PLANT SPACING NOTES IN THE PLANTING LEGEND. MAINTAIN A DISTANCE FROM ALL HARDSCAPE ELEMENTS AND GROUND COVERS ONE–HALF THE AMOUNT OF THE SPACING INDICATED IN THE PLANTING LEGEND OR ½ THE SCALED DIMENSION OF THE SHRUB.

SOILS TEST:
AFTER ALL ROUGH GRADING HAS BEEN COMPLETED BUT PRIOR TO SOIL PREPARATION, THE CONTRACTOR SHALL OBTAIN A SOIL TEST FOR AGRICULTURAL SUITABILITY, FERTILITY AND WATER INFILTRATION RATE. TEST SHALL BE PREPARED BY A CALIFORNIA ASSOCIATION OF AGRICULTURAL LABORATORIES MEMBER. FURNISH ONE COPY OF TEST RESULTS TO THE LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO COMMENCING WITH SOIL CONDITIONING. SOILS TEST REPORT SHALL SUPERSEDE ALL SPECIFICATIONS. SOILS TESTING FACILITY SHALL BE INFORMED OF THE REQUIREMENT OF USING ESTABLISH AMENDMENTS PER PLANTING SPECIFICATIONS.

SEE PLANTING SPECIFICATIONS FOR MINIMAL AMENDMENTS TO BE USED FOR BID PURPOSES. ALL FINAL SOIL CONDITIONING AND AMENDING SHALL BE PER SOILS TEST RECOMMENDATIONS. TEST SHALL INCLUDE THE FOLLOWING ITEMS: SOIL TYPE (TEXTURE), PH, TOTAL SOLUBLE SALTS (BY ELECTRICAL CONDUCTIVITY OF THE SOIL SATURATION EXTRACT), BORON LEVEL, EXCHANGEABLE SODIUM PERCENTAGE, NUTRIENTS (N.P.K.), MICRO NUTRIENTS (NO3, NH4, P, K, Ca, Mg, Na, B, Zn, Fe, Cu, Mn, S), PERCOLATION, % OF ORGANIC MATTER, CATION EXCHANGE CAPACITY, BASE SATURATION, EXCESS LIME OR CARBONATES.

PLANT AVAILABILITY:
PLANTS CALLED OUT ON THESE PLANS WERE RESEARCHED AND DETERMINED TO BE AVAILABLE AT THE TIME OF DESIGN. IT IS THE CONTRACTOR'S RESPONSIBILITY, UPON AWARD OF THE CONTRACT, TO IMMEDIATELY PROCURE ALL PLANT MATERIAL CALLED OUT ON THESE PLANS AND GUARANTEE THEIR AVAILABILITY AT THE TIME OF PLANTING. NO PLANT SUBSTITUTIONS WILL BE PERMITTED WITHOUT THE PRIOR APPROVAL OF THE CITY/LANDSCAPE ARCHITECT.

EROSION CONTROL:
SLOPES EXCEEDING 3:1 SHALL RECEIVE EROSION CONTROL NETTING EQUAL TO WESTERN EXCELSIOR #EXCEL CC–4. NETTING TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND STAPLED AS REQUIRED.

SHRUB PLANTING:
BACKFILL MIX FOR TREES AND SHRUBS SHALL CONSIST OF A MINIMUM OF 70% CLEAN ON–SITE SOIL AND 30% CUSTOM AMENDMENT MIX WCP–33. REFER TO SOILS TEST RESULT REQUIRED ABOVE FOR FINAL BACKFILL RECOMMENDATIONS. PLANT PER DETAIL SHEET LPD–1. ALL EXCESS SOIL CREATED DURING THE AMENDING PROCESS SHALL BE REMOVED FROM SITE AND LEGALLY DISPOSED OF.

QUANTITIES:
QUANTITIES SHOWN ARE AN AID ONLY, CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO BIDDING/ COMMENCING WORK.

ENVIRONMENTAL ISSUES:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL STORM WATER PHASE I AND II RULES AND ANY OTHER ENVIRONMENTAL PROTECTION LAWS IN EFFECT AT THE TIME OF CONSTRUCTION.

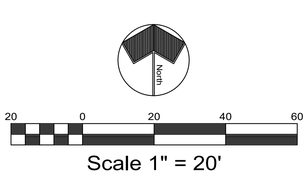
LANDSCAPE CERTIFICATIONS/DOCUMENTATION:
CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING, AND COMPLYING WITH, ALL STATE AND LOCAL ORDINANCES REGARDING THE WATER USAGE CERTIFICATIONS ON THIS PROJECT SITE.

IRRIGATION INSPECTION NOTE TO CONTRACTOR:

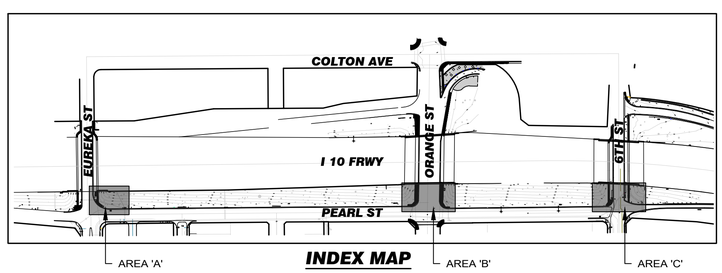
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY TO FACILITATE ALL IRRIGATION INSPECTIONS REQUIRED THAT RELATE TO OBTAINING CERTIFICATIONS OF COMPLETION.

EXISTING UTILITIES NOTE:

CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES IN THE PROJECT AREA ABOVE AND BELOW THE GROUND WHETHER SHOWN OR NOT SHOWN ON THESE PLANS. ANY DAMAGE TO THE EXISTING UTILITIES SHALL BE REPAIRED OR REPLACED WITH NEW AND LIKE MATERIAL TO THE OWNER'S STANDARDS AND SPECIFICATIONS AT NO ADDITIONAL COST TO THE OWNER OR THE CITY.



Scale 1" = 20'



INDEX MAP

STB LANDSCAPE ARCHITECTS, INC
15 SOUTH 5TH STREET
REDLANDS, CALIFORNIA 92373
PH 909.798.7490 FAX 909.307.8235
CA LIC. NO. 2725 NV LIC. NO. 466
LANDSCAPE ARCHITECTURE IRRIGATION CONSULTANTS WATER FEATURE DESIGNS LOW VOLTAGE LIGHTING

REGISTERED LANDSCAPE ARCHITECT — SHAWN T. BURGI — 10/26 — RENEWAL 12/11/25 — 2725 — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PLANTING PLAN
GATEWAY ENTRY REDESIGN

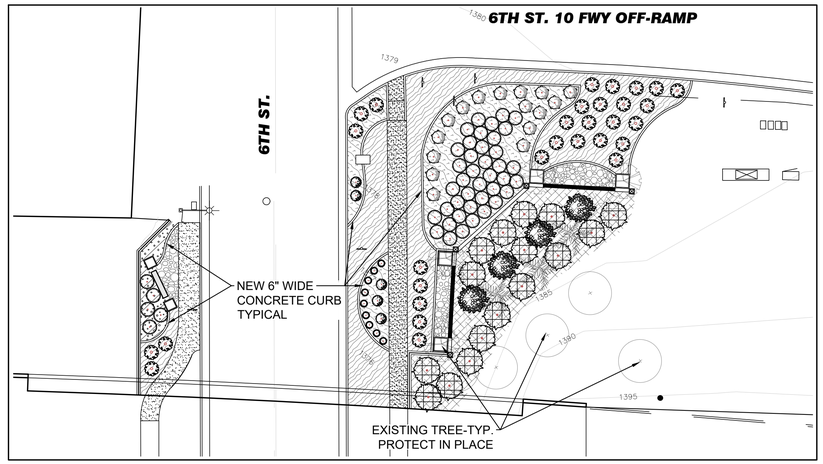
Letter	Description	Date	Initial	Initial
A	CHANGED LANTANA M. TO ROSEMARY–INCREASED QUANTITIES	12/11/25	S.T.B.	

Revisions

Checked by: _____ Date: _____
Checked by: _____ Date: _____
Checked by: _____ Date: _____
Checked by: _____ Date: _____

REVIEWED BY: _____ DATE _____
Donald P. Young, One Stop Permit Center Mgr. RCE #49918

ACCEPTED BY: _____ DATE _____
Goutam K. Dobey, Engineering Manager RCE #75646



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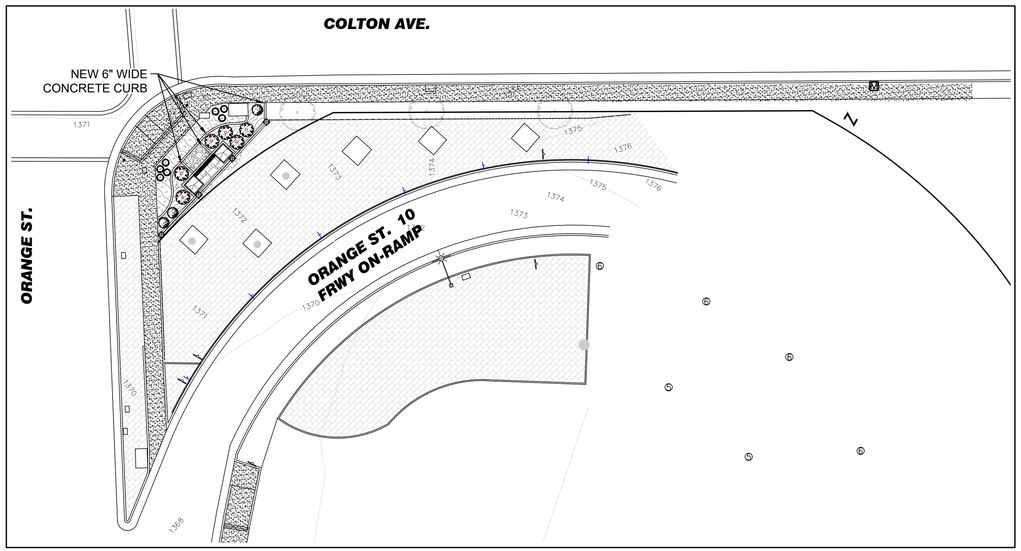

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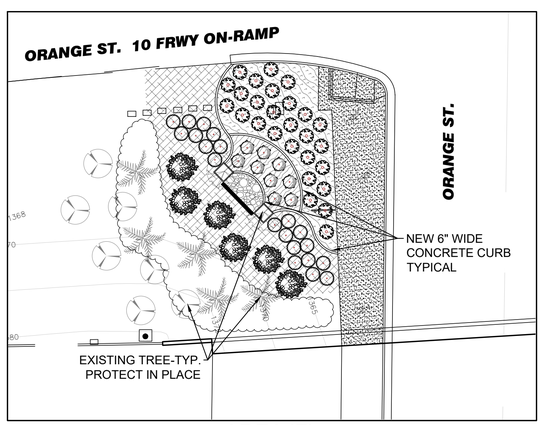

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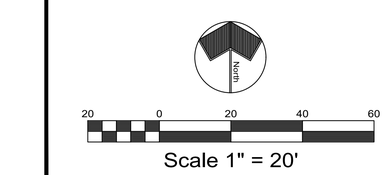

Scale 1" = 20'

PLANT SCHEDULE

SYMBOL	QTY	SIZE	WULCOS	BOTANICAL NAME	COMMON NAME
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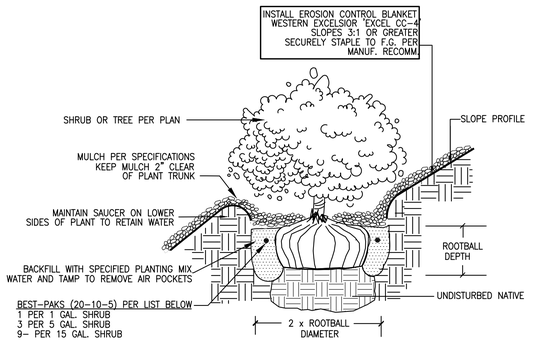
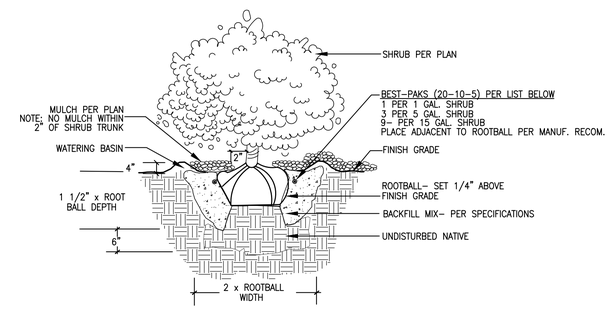
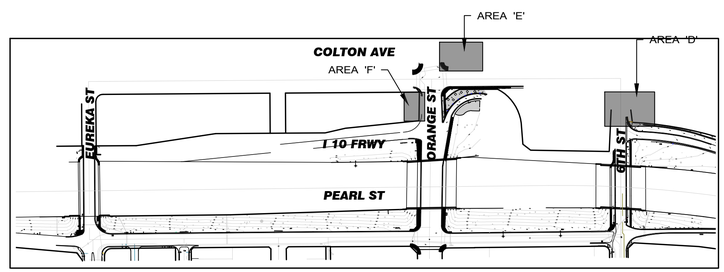
SYMBOL	DESCRIPTION	QTY
	MEXICAN SUNBURST PEBBLE–SIZE 2–3", MINIMUM 3" DEEP, AVAILABLE FROM SOUTHWEST BOULDER AND STONE	525 SF
	INDIAN GOLD CRUSHED ROCK–3/8" SIZE, MINIMUM 3" DEEP. AVAILABLE FROM SOUTHWEST BOULDER AND STONE	818 SF
	DESERT GOLD DECOMPOSED GRANITE, MINIMUM 3" DEEP WITH 6 LBS/TON SOIL SECURE STABILIZER. AVAILABLE FROM SOUTHWEST BOULDER AND STONE	3,486 SF
	BRIMSTONE DECOMPOSED GRANITE, MINIMUM 3" DEEP WITH 6 LBS/TON SOIL SECURE STABILIZER. AVAILABLE FROM SOUTHWEST BOULDER AND STONE	4,569 SF
	WALK–ON RECYCLED WOOD MULCH PRODUCT–MINIMUM 3" DEEP	20,041 SF



SHRUB PLANTING ON SLOPES
NOT TO SCALE



SHRUB PLANTING
NOT TO SCALE



INDEX MAP

IRRIGATION INSPECTION NOTE TO CONTRACTOR:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY TO FACILITATE ALL IRRIGATION INSPECTIONS REQUIRED THAT RELATE TO OBTAINING CERTIFICATIONS OF COMPLETION.

EXISTING UTILITIES NOTE:

CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING UTILTIES IN THE PROJECT AREA ABOVE AND BELOW THE GROUND WHETHER SHOWN OR NOT SHOWN ON THESE PLANS. ANY DAMAGE TO THE EXISTING UTILITIES SHALL BE REPAIRED OR REPLACED WITH NEW AND LIKE MATERIAL TO THE OWNER'S STANDARDS AND SPECIFICATIONS AT NO ADDITIONAL COST TO THE OWNER OR THE CITY.

REFER TO SHEET LPS-1 FOR PLANTING NOTES

STB LANDSCAPE ARCHITECTS, INC
15 SOUTH 5TH STREET
REDLANDS, CALIFORNIA 92373
PH 909.798.7490 FAX 909.307.8235
CA LIC. NO. 2725 NV LIC. NO. 466
LANDSCAPE ARCHITECTURE IRRIGATION CONSULTANTS WATER FEATURE DESIGNS
LOW VOLTAGE LIGHTING

REGISTERED LANDSCAPE ARCHITECT SHAWN T. BURCH 10/26 exp. date signature 12/11/25 date 2725 STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial
⚠	CHANGED LANTANA M. TO ROSEMARY–INCREASED QUANTITIES	12/11/25	S.T.B.	

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PLANTING PLAN
GATEWAY ENTRY REDESIGN

Checked by:_____ Date:_____
Checked by:_____ Date:_____
Checked by:_____ Date:_____
Checked by:_____ Date:_____

REVIEWED BY:_____ DATE_____
Donald P. Young, One Stop Permit Center Mgr. RCE #49918
ACCEPTED BY:_____ DATE_____
Goutam K. Dobey, Engineering Manager RCE #75646

City of Redlands
Facilities Community Services
FCS01132026KG - Gateway Refresh

Item No.	Bid Item	Unit of Measure	Qty.	David Ollis Landscape		Greenfield Management		All American Building	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID 1 - MOBILIZATION									
	Mobilization	Lump Sum	1	$ 66,500.00	$ 66,500.00	$ 16,773.70	$ 16,773.70	$ 19,805.00	$ 19,805.00
BASE BID 2 -									
	Irrigation System Troubleshoot	Per Hour	35	$ 143.00	$ 5,005.00	$ 98.00	$ 3,430.00	$ 200.00	$ 7,000.00
BASE BID 3 -									
	Irrigation System Repair	Per Hour	35	$ 200.00	$ 7,000.00	$ 98.00	$ 3,430.00	$ 200.00	$ 7,000.00
BASE BID 4 -									
	Electrical System Troubleshoot	Per Hour	35	$ 150.00	$ 5,250.00	$ 135.00	$ 4,725.00	$ 200.00	$ 7,000.00
BASE BID 5 -									
	Low Boy Bank Catclaw	1 Gallon	98	$ 11.00	$ 1,078.00	$ 28.00	$ 2,744.00	$ 63.00	$ 6,174.00
BASE BID 6 -									
	Lettle Gem Aloe	1 Gallon	38	$ 11.00	$ 418.00	$ 25.00	$ 950.00	$ 57.00	$ 2,166.00
BASE BID 7 -									
	Raspberry Ice Bouganvilla	1Gallon	207	$ 11.00	$ 2,277.00	$ 26.00	$ 5,382.00	$ 66.00	$ 13,662.00
BASE BID 8 -									
	Red Bird of Paradise	5 Gallon	32	$ 25.00	$ 800.00	$ 48.00	$ 1,536.00	$ 162.50	$ 5,200.00
BASE BID 9 -									
	Green Carpet Natal Plum	5 Gallon	45	$ 25.00	$ 1,125.00	$ 49.00	$ 2,205.00	$ 147.50	$ 6,637.50
BASE BID 10 -									
	Teenie Genie Lantana	1 Gallon	49	$ 11.00	$ 539.00	$ 26.00	$ 1,274.00	$ 54.00	$ 2,646.00
BASE BID 11 -									
	Dwarf Rosemary	1 Gallon	85	$ 11.00	$ 935.00	$ 28.00	$ 2,380.00	$ 57.00	$ 4,845.00
BASE BID 12 -									
	Mexican Sunburst Pebble Size	Square Feet	525	$ 6.00	$ 3,150.00	$ 2.15	$ 1,128.75	$ 5.11	$ 2,682.75
BASE BID 13 -									
	Indian Gold Crushed Rock	Square Feet	818	$ 3.10	$ 2,535.80	$ 2.20	$ 1,799.60	$ 5.02	$ 4,106.36
BASE BID 14 -									
	Desert Gold Decomposed Granite	Square Feet	3486	$ 0.50	$ 1,743.00	$ 2.20	$ 7,669.20	$ 6.90	$ 24,053.40
BASE BID 15 -									
	Brimstone Decomposed Granite	Square Feet	4569	$ 0.50	$ 2,284.50	$ 2.25	$ 10,280.25	$ 6.90	$ 31,526.10
BASE BID 16 -									
	Walk-on Recycled Wood Mulch	Square Feet	20041	$ 1.00	$ 20,041.00	$ 2.50	$ 50,102.50	$ 2.89	$ 57,918.49
3.00									
	Mow Curb	Lineal Feet	720	$ 11.00	$ 7,920.00	$ 32.00	$ 23,040.00	$ 21.50	$ 15,480.00
			TOTAL BID PRICE WHEN ADDED		$ 128,601.30		$ 138,850.00		$ 217,902.60
			TOTAL ON SUBCONTRACTOR's WRITTEN BID PRICE		**$ 128,601.30**		**$ 138,850.00**		**$ 217,847.85**
			DIFFERENCE BETWEEN THE TWO (IF ANY)		$ -		$ -		$ 54.75

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bid was opened on the **11th day of February 2026 at 11:00 a.m.** on behalf of the Facilities and Community Services Department for **Gateway Refresh Project. Project No. FCS01132026KG.** 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 Certification Signed	Bid Bond	Total Bid Amount
1	David Ollis Landscape Development, Inc., Redlands, CA	Yes	Yes	$128,601.30
2	Greenfield, Hacienda Heights, CA	Yes	Yes	$138,850.00
3	All American Building Services, Santa Clarita, CA	Yes	Yes	$217,847.85

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Kathleen Giorgianni

City Council **AGENDA ITEM NO. J1.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the cancellation of the August 4 and August 18, 2026 regular meetings of the City Council (Mayor Saucedo)

MOTION:

If the City Council concurs with Mayor Saucedo, the following motion is provided.

I move to approve the cancellation of the August 4 and August 18, 2026, regular meetings of the City Council.

DISCUSSION:

With City Council concurrence, I recommend the cancellation of the August 4 and August 18, 2026, regular meetings of the City Council. As the Council is aware, regular meetings in August have been canceled to allow Council Members and staff the opportunity to vacation or take time off with their families. Staff will work diligently to bring forward the necessary agenda reports to the meeting of July 21, 2026; therefore, staff believes there will be no impact or delay in City matters by the cancellation of the August 4 and August 18, 2026, regular meetings of the City Council.

The next regular meeting will be held on September 1, 2026.

SUBMITTED BY:

Mayor Mario Saucedo

City Council **AGENDA ITEM NO. J2.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Conference Report - 2026 City County Conference of the San Bernardino County Transit Authority (SBCTA) (Mayor Saucedo)

DISCUSSION:

For this evening's City Council Meeting, Mayor Saucedo will provide a report relating to his attendance at the 2026 City County Conference hosted by the San Bernardino County Transit Authority, held May 14 - 15 in Lake Arrowhead, California at the Lake Arrowhead Resort. The City County Conference brings together elected officials and agency staff to hear presentations about important countywide topics. Mayor Pro Tem Shaw was unable to attend this evening's meeting and has submitted his report in writing.

Attachments

SBCTA_Report.pdf

MARC SHAW
Mayor Pro Tempore

City of
REDLANDS
Incorporated 1888
300 E. State St.
City of Redlands, CA 92373
909-798-7510
mshaw@cityofredlands.org

On May 14, 2026, I attended the 2026 San Bernardino County Transportation Authority City County Conference in Lake Arrowhead.

The General Session featured the directors of Ontario and San Bernardino International Airport and the conversation was excellent. Learning how the logistics industry plays into the overall airport operational environment and the value that brings to the region as a logistics hub was eye-opening. Furthermore, the proliferation of drone technology and the role San Bernardino Airport is playing in that space was insightful. As Redlands expands its use of drones, San Bernardino Airport will be a tremendous resource to draw upon.

The first breakout session dealt with AI in Government and was one of the most informative and intriguing discussions I've heard in quite some time. Listening to County Fire Chief Dan Munsey share some of the ways that AI technology can be employed in local government and the rapidly changing rules associated with their use demonstrated that we need to fully embrace the AI technology and leverage it to improve our service delivery and efficiency in many routine practices.

The second breakout session was related to many of the creative employment paths being created within the county, particularly for youth and at-risk populations. Preparing the Next Generation of the County's Workforce was a panel discussion that showed how the county, a local school district and a local Chamber of Commerce are all working towards providing career opportunities by increasing the skills and qualifications of our high school students and at-risk populations so they can achieve long term employment.

Finally, Thursday's second General Session was led by former County CEO Greg Devereaux and he led Randall Lewis and Mark Torres through a discussion on Building the Future: Delivering Housing at Scale in San Bernardino County. To hear two industry executives with decades of experience explain the obstacles being placed upon home builders, the impact of the ridiculous policies being implemented at the state level and the realities of building in today's economy painted a clear picture as to why we are so far behind in our ability to construct a sufficient amount of homes for our population.

City Council **AGENDA ITEM NO. J3.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Conference Report - 2026 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly (Council Member Davis)

DISCUSSION:

For this evening's City Council Meeting, Council Member Davis will provide a report relating to her attendance at the 2026 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly held May 7–8, 2026, at the JW Marriott Desert Springs Resort & Spa in Palm Desert, California. Mayor Pro Tem Shaw was unable to attend this evening's meeting and has submitted his report in writing.

Attachments

SCAG_Report.pdf

MARC SHAW
Mayor Pro Tempore

City of
REDLANDS
Incorporated 1888
300 E. State St.
City of Redlands, CA 92373
909-798-7510
mshaw@cityofredlands.org

On May 7th and 8th, 2026, I attended the Southern California Association of Governments Annual Conference in Palm Desert. I was selected as the City's Voting Delegate and represented the City of Redlands during the General Assembly Meeting and voted on the proposed budget and general business items.

During the afternoon, I attended a session on Harnessing Mega-Events to Accelerate Southern California's Mobility where they discussed how events like the FIFA World Cup and Summer Olympics have provided a catalyst for local governments and private sector entities to partner and advance transportation solutions that will not only benefit the events in the short term, but the provide support to the transportation network for many years to come.

I also attended the Forecasting the Future of an AI-Fueled Economy discussion which centered around the use of AI and AI tools to increase efficiency and promote better decision making by relying on data points, often synthesized and organized with the assistance of artificial intelligence.

On Friday, a keynote address was provided by Suneel Gupta, followed by a session titled The Future of Regions: Innovating Institutions for a New Era. While the concept was important, breaking down silos to create more efficient project implementation, the delivery and panel discussion was somewhat ineffective.

City Council **AGENDA ITEM NO. K1.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing regarding Assembly Bill 2561 Vacancy and Recruitment Report (Assistant City Manager McConnell)

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 the labor group that made a request to speak.
5. Mayor calls on members of the public (3 minutes per speaker)
6. Mayor calls upon City Clerk to note any written comments received.
7. Mayor closes the public hearing.
8. City Council considers the motion and votes.

MOTION:

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

I move to receive and file the vacancy report and status of recruitment and retention efforts as required by Assembly Bill 2561.

DISCUSSION:

Effective January 1, 2025, Assembly Bill 2561 added Government Code Section 3502.3, which mandates that public agencies present the status of vacancies and recruitment and retention efforts during a public hearing before the agency's governing body at least once per fiscal year. Recognized employee organizations are entitled to present at the public hearing. The law also requires the City identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.

Position Data

In 2025, the City of Redlands was budgeted for 607 full-time employees.

- 96 full-time employees separated from employment.
- 110 full-time employees were hired.

In 2025, The City successfully managed recruitment efforts, including:

- Social media: Leveraged LinkedIn Recruiting and other platforms to promote the City, broaden candidate outreach and support direct sourcing efforts.
- Career Fairs: Attended career fairs to connect with a diverse pool of candidates and identify potential talent for current and future job opportunities.
- Reduce Time to Fill: Streamlined the hiring process through collaboration with department directors on recruitment timelines.
- Hiring incentives: Utilized hiring incentives for hard-to-fill positions and prominently featured them in job postings to attract candidates.
- Continuous recruitment efforts for hard-to-fill positions.
- Competitive benefits: Developed a benefits guide to highlight benefit offerings to candidates.

The city also continued to enhance retention strategies, including:

- Strengthened the onboarding experience to better integrate new hires and align them with organizational values and launched an onboarding video showcasing the City, its workforce, culture, mission, and values.
- Wellness initiatives: Promoted a positive work environment and helped reduce burnout through programs like fitness challenges, mental health resources, and wellness and financial workshops.
- Employee engagement: Strengthened employee engagement by cultivating a culture of connection and involvement through targeted employee engagement initiatives.
- Training and Development: Launched Management and Leadership Workshops to equip current and emerging leaders with key skills in communication, decision-making, team building, and strategic thinking. Helping foster organizational success and a culture of continuous growth.

Vacancy Rates by Bargaining Unit:

- The Redlands Association of Department Directors (RADD) had a 0% vacancy rate.
- The Redlands Association of Management Employees (RAME) had a 5.3% vacancy rate.
- The Redlands Association of Mid-Management Employees (RAMME) had a 5.1% vacancy rate.
- The Redlands Association of Safety Management Employees (RASME) had a 0% vacancy rate.
- The Redlands Association of Fire Management Employees (RAFME) had a 0% vacancy rate.
- The Redlands Association of Civilian Safety Employees (RCSEA) had a 16.4% vacancy rate.
- The Redlands Profession Firefighters Association (RPFA) had a 3.7% vacancy rate.
- The Redlands Police Officers Association (RPOA) had a 9.9% vacancy rate.
- The TEAMSTERS Local #1932 had an 4.7% vacancy rate.

As permitted under Government Code Section 3502.3(b) and city policy, recognized employee organizations shall have the right to present information, concerns, and recommendations at the Public Hearing.

ALTERNATIVES:

N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
James Garland, Interim Management Services/Finance Director

PREPARED BY:
Jenna Yorck, HR Manager

Attachments

AB2561_2026.pdf

City of Redlands



AB2561
2026 Vacancy Rate Information

Presented by Jenna Yorck, Human Resources Manager

June 2, 2026

City of Redlands



AB2561

- Effective January 1, 2025, AB 2561 mandated that California public agencies present updates on job vacancies, recruitment, and retention efforts during a public hearing before their governing body at least once per fiscal year.

- The goal is to enhance transparency regarding staffing challenges and to address vacancies and provide a forum for employee organizations and the public to engage in addressing staffing challenges.

City of Redlands

Local Government Staffing Challenges



Job Vacancies

Limited pool of qualified candidates, increased competition from private sector, and evolving job expectations.



High Vacancy Rates

Understaffing leads to burnout and increased turnover that further exacerbate staffing challenges.



Public Agency Operations

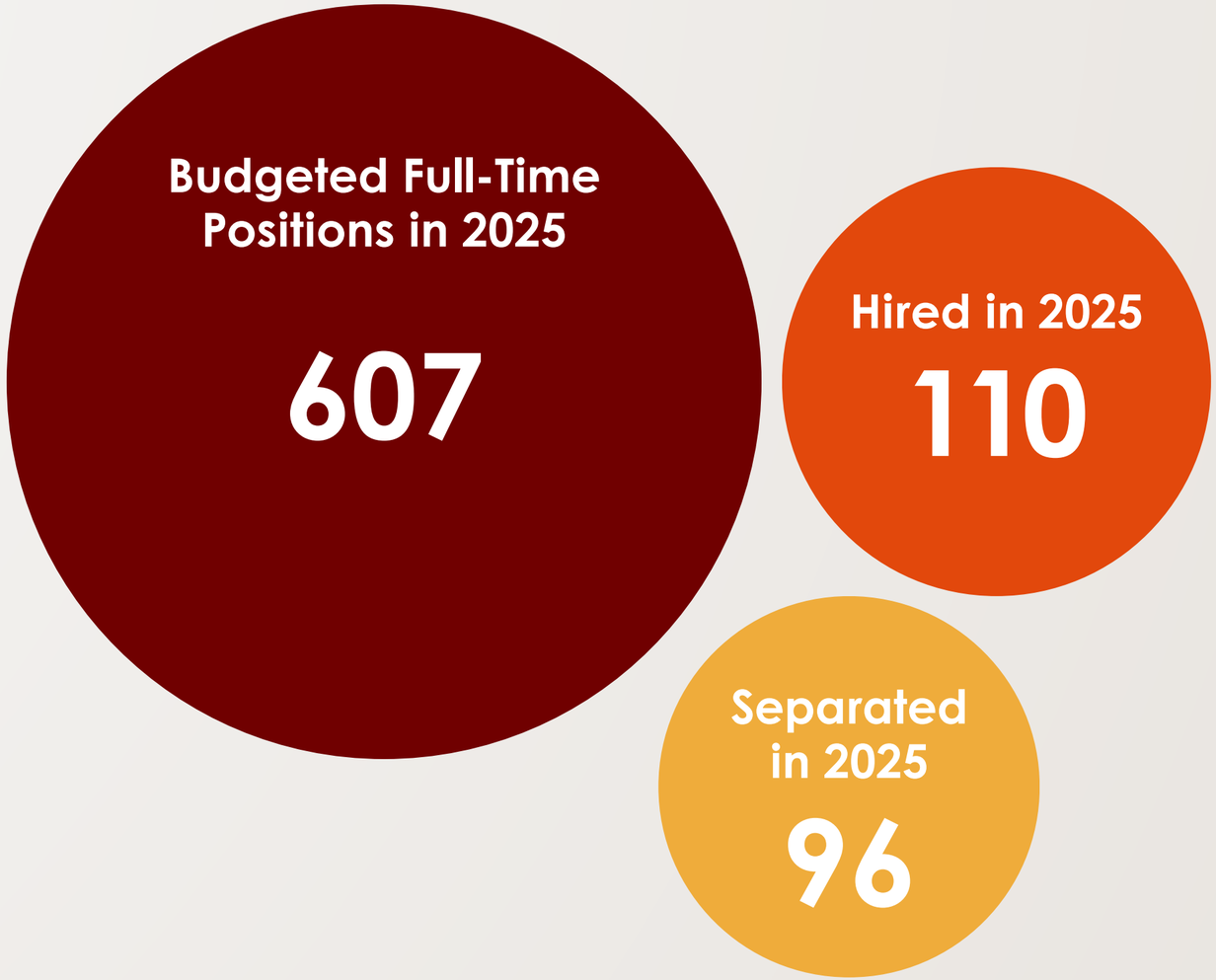
Ensuring that public agency opeartions are appropriately staffed and high vacancy rates do not undermine public employee labor relations.

City of Redlands

Position Data

As of April 2026, the City of Redlands had a total of 607 budgeted full-time positions.

- Hired in 2025
  - 110 full-time employees
- Separated in 2025
  - 96 full-time employees



City of Redlands

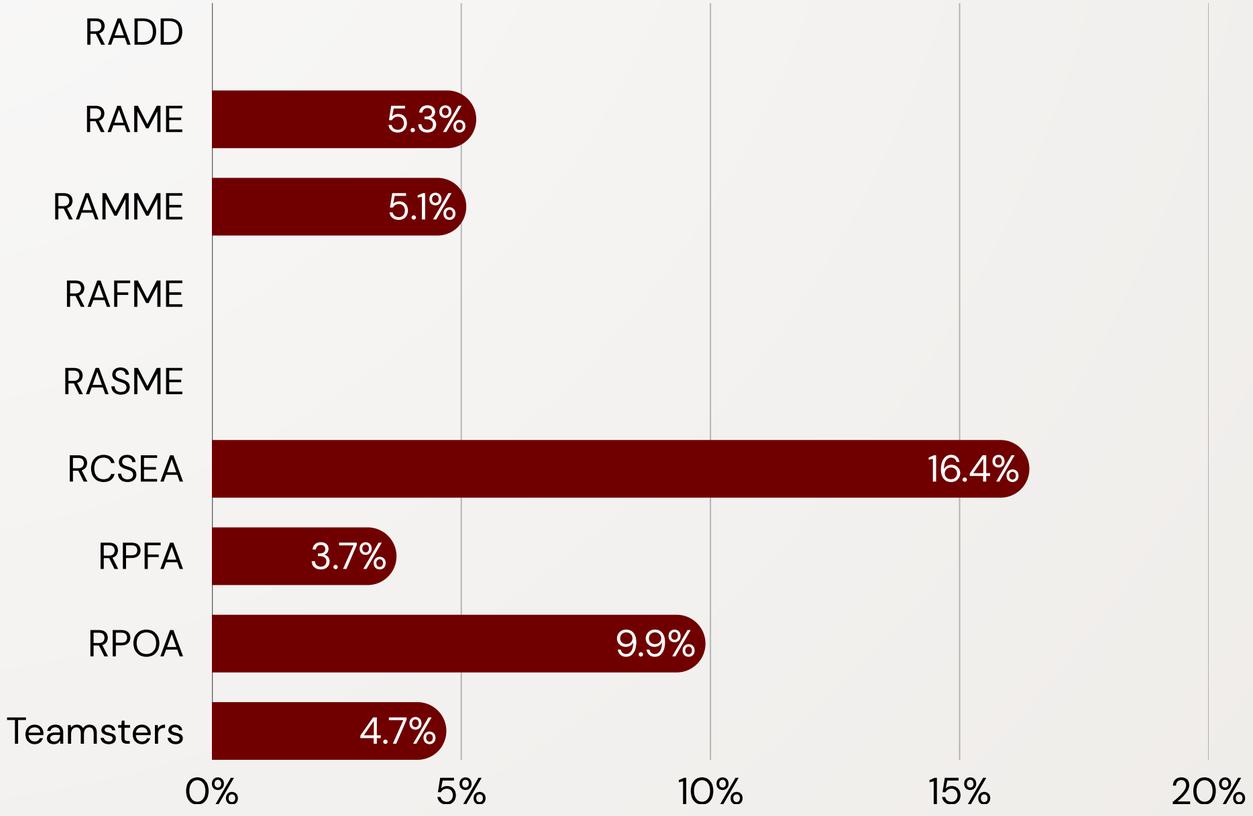


High Vacancy Rate Reporting

If the number of job vacancies within a single bargaining unit meets or exceeds 20% of the total number of authorized full-time positions, the public agency shall, upon request of the recognized employee organization, include all of the following information during the public hearing:

- Total number of vacancies
- Number of applicants
- Average time to fill positions
- Opportunities to improve compensation and working conditions

City of Redlands



2025-2026 Bargaining Unit Vacancy Rates

As of April 1, 2026, all bargaining units had a vacancy rate below 20%.

City of Redlands

Recruitment Strategies



Social Media

Leveraged LinkedIn Recruiting, Instagram, and other platforms to promote the city and support direct sourcing efforts, generating 138K+ impressions and over 3K engagements (reactions, comments, reposts) through data-driven content strategies.



Career Fairs

Represented the City at 2 career fairs to engage a diverse candidate pool and identify talent for current and future roles, and hosted 4 students for Civics Day to foster community awareness and early career interest.



Reduce Time to Fill

Streamlining hiring process through effective collaboration with department heads on the recruitment timeline.



Hiring Incentives

Utilizing hiring incentives for hard-to-fill positions andprominently featuring them in job postings to attract candidates.



Continuous Recruitments

Utilized for hard to fill positions to establish a pool of qualified candidates for current and future vacancies.



City Benefits

Developed benefits guide to highlight benefit offerings to candidates.

City of Redlands

Retention Strategies



Enhanced Onboarding

Integrate new hires and align them with organizational values, culture, mission and values from day one.



Training & Development

Launched HR workshops to enhance organizational sucess and culture of growth.



Employee Engagement

Cultivating a culture of connection and involvement through engagement initiatives.



Wellness Initiatives

Offer programs to support mental health, wellness and fitness initiatives to reduce burnout and promote positive work environment.



Tuition Reimbursement

Supports employee career development and succession planning.



Promotional Opportunities

Showcasing promotional and transfer opportunities through internal communication and city-wide notifications.

City of Redlands

Thank You

Jenna Yorck
Human Resources Manager

jyorck@redlands.gov

(909) 798-7540

City Council **AGENDA ITEM NO. K2.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Resolution No. 8786 adopting the Water Shortage Contingency Plan (Municipal Utilities and Engineering Director Heredia)

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:

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

I move that the City Council adopt Resolution No. 8786.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 8786 and determine that adoption of Resolution No. 8786 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

In 2018, the California Legislature revised the Urban Water Management Plan (UWMP) requirements and mandated the inclusion of a Water Shortage Contingency Plan (WSCP) with specific elements. A WSCP provides an action plan to prepare for and respond to drought or catastrophic water supply shortages. Water shortages may be caused by water quality changes, climate change, regional power outages and/or natural disasters. The State may also declare a statewide drought emergency and mandate that water suppliers reduce deliveries, as occurred in 2014. The Redlands WSCP was prepared in conjunction with the Redlands 2025 UWMP. However, the Redlands WSCP is a stand-alone document that can be modified at any time. The WSCP is compliant with California Water Code (CWC) Section 10632 and incorporates guidance from the State of California Department of Water Resources (DWR) UWMP Guidebook. The WSCP is the tool Redlands uses to prevent catastrophic water service interruptions during water shortages, with the ultimate goal of maintaining a reliable long-range water supply.

The City's WSCP includes the following:

Water Service Reliability Analysis	A summary of Redlands' water supply reliability that identifies key issues that may trigger a shortage condition.
Annual Water Supply and Demand Assessment Procedures	A description of key data inputs, evaluation criteria, and methodology for assessing system reliability and the steps to formally declare any water shortage levels and response actions.
Six Shortage Stages	Establishes water shortage levels to clearly identify and prepare for shortages.
Shortage Response Actions	A description of the response actions that may be implemented for each stage to reduce supply and demand gaps.
Communication Protocols	A description of communication protocols for each shortage stage to ensure customers, the public, and government agencies are informed of shortage conditions and requirements.
Compliance and Enforcement	A description of potential compliance and enforcement actions.
Legal Authority	A list of legal documents granting the City authority to declare a water shortage and implement response actions.
Financial Consequences of WSCP Implementation	A description of potential financial impacts resulting from implementing water shortage stages and mitigation strategies to reduce financial burdens.
Monitoring and Reporting	A summary of monitoring and reporting techniques to evaluate the effectiveness of shortage response actions. The results are used to determine if additional response actions should be considered, or if response actions should be reduced.
WSCP Refinement Procedures	A description of factors that may trigger updates to the WSCP, and the process to do so.

Special Water Features Distinctions	A clarification that water use for decorative features shall be limited unless necessary to sustain aquatic life. Decorative features include ornamental fountains, ponds, and other aesthetic features.
Plan Adoption, Submittal, and Availability	A description of the process for WSCP adoption, submittal, and availability after each revision.

The WSCP references and incorporates provisions of the existing Redlands Water Conservation Plan (WCP) as required by the CWC.

Adoption of the WSCP is categorically exempt from environmental review pursuant to Section15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act.

ALTERNATIVES:

The City Council can choose to deny adoption of Resolution No. 8786

SUBMITTED BY:
Monica Heredia, Municipal Utilities and Engineering Director

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

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

PREPARED BY:
Paul Mariscal, Water Utility Manager

FISCAL IMPACT

Fiscal Year: FY 2025/26

Revenue Generating: No

Amount: N/A

Budgeted Y/N: N/A

Account No.: N/A

Additional Appropriation Required: No

Discussion:

There is no direct fiscal impact.

Attachments

WSCP_Resolution_No_8786.pdf

7216_-_Redlands_WSCP_Public_Draft.pdf

RESOLUTION NO. 8786

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING THE WATER SHORTAGE CONTINGENCY PLAN

WHEREAS, the California Urban Water Management Planning Act, Water Code Section 10610 et seq. (the "UWMP Act"), mandates that every urban supplier of water providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare and adopt, in accordance with prescribed requirements, a Water Shortage Contingency Plan ("WSCP"); and

WHEREAS, the City of Redlands meets the definition of an urban water supplier for purposes of the UWMP Act; and

WHEREAS, the UWMP Act specifies the requirements and procedures for adopting such WSCP; and

WHEREAS, pursuant to recent amendments to the UWMP Act, urban water suppliers are required to adopt and electronically submit their WSCPs to the California Department of Water Resources by July 1, 2026; and

WHEREAS, the City of Redlands has prepared a WSCP in accordance with the UWMP Act and SB X7-7 and, in accordance with applicable legal requirements, has undertaken certain coordination, notice, public involvement, public comment, and other procedures in relation to its WSCP; and

WHEREAS, the WSCP references and incorporates the provisions of the City of Redlands' Water Conservation Plan, Ordinance Nos. 2151 and 2751; and

WHEREAS, in accordance with the UWMP Act, the City of Redlands has prepared its WSCP with its own staff, with the assistance of consulting professionals, and in cooperation with other governmental agencies, and has utilized and relied upon industry standards and the expertise of industry professionals in preparing its WSCP, and has also utilized the California Department of Water Resources Guidebook for Urban Water Suppliers to Prepare 2025 Urban Water Management Plans, in preparing its WSCP; and

WHEREAS, in accordance with applicable law, including Water Code sections 10608.26 and 10642, and Government Code section 6066, a notice of a public hearing regarding the City of Redlands' WSCP was published within the jurisdiction of the City of Redlands on April 10, 2026, and April 17, 2026; and

WHEREAS, in accordance with applicable law, including but not limited to Water Code sections 10608.26 and 10642, a public hearing was held on June 2, 2026, at 6:00 P.M., or soon thereafter as the matter could be heard, in order to provide members of the public and other interested entities with the opportunity to be heard in connection with proposed adoption of the WSCP and issues related thereto; and

WHEREAS, pursuant to said public hearing on the WSCP, the City of Redlands, among other things, encouraged the active involvement of diverse social, cultural, and economic members of the community within City of Redlands' service area with regard to the preparation of the WSCP, encouraged community input regarding City of Redlands' WSCP; and

WHEREAS, the City Council of City of Redlands has reviewed and considered the purposes and requirements of the UWMP Act, the contents of the WSCP, and the documentation contained in the administrative record in support of the WSCP, and has determined that the factual analyses and conclusions set forth in the WSCP are legally sufficient; and

WHEREAS, the City Council desires to adopt the WSCP in order to comply with the UWMP Act.

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

Section 1. The City Council hereby finds and determines that the adoption of this Resolution is exempt from review and under the California Environmental Quality Act Guidelines Section 15061(b)(3) because it can be seen with certainty that this Water Shortage Contingency Plans will have no significant impact on the environment.

Section 2. The Water Shortage Contingency Plan is hereby adopted, as amended by any changes incorporated by the City Council as a result of input received at the public hearing and ordered filed with the City Clerk.

Section 3. The Municipal Utilities and Engineering Department Director ("MUED Director") is hereby authorized and directed to include a copy of this Resolution in the City of Redlands' WSCP.

Section 4. The MUED Director is hereby authorized and directed, in accordance with Water Code sections 10621(d) and 10644(a)(1)-(2), to electronically submit a copy of the WSCP to the California Department of Water Resources no later than July 1, 2026.

Section 5. The MUED Director is hereby authorized and directed, in accordance with Water Code section 10644(a), to submit a copy of the WSCP to the California State Library, and any city or county within which the City of Redlands provides water supplies no later than thirty (30) days after this adoption date.

Section 6. The MUED Director is hereby authorized and directed, in accordance with Water Code section 10645, to make the WSCP available for public review at the City of Redlands' offices during normal business hours and on the City of Redlands website no later than thirty (30) days after filing a copy of the WSCP with the California Department of Water Resources.

Section 7. The MUED Director is hereby authorized and directed, in accordance with Water Code Section 10635(b), to provide that portion of the WSCP prepared pursuant to Water

Code Section 10635(a) to any city or county within which the City of Redlands provides water supplies no later than sixty (60) days after submitting a copy of the WSCP with the California Department of Water Resources.

Section 8. The MUED Director is hereby authorized and directed to implement the WSCP in accordance with the UWMP Act and to provide recommendations to the City Council regarding the necessary budgets, procedures, rules, regulations or further actions to carry out the effective and equitable implementation of the WSCP.

ADOPTED, SIGNED AND APPROVED this 2nd day of June, 2026.

_____
Mario Saucedo, 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 2nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Water Shortage Contingency Plan

City of Redlands

MAY 2026 | CITY OF REDLANDS



CITY OF REDLANDS

Water Shortage Contingency Plan

MAY 2026

Prepared by Water Systems Consulting, Inc and Blua Consulting, LLC

ACKNOWLEDGEMENTS

The Water Shortage Contingency Plan was prepared by Water Systems Consulting, Inc and Blua Consulting, LLC. The primary authors are listed below.

Laine Carlson, PE

Aaron Morland, PE

Patricia Parks, PE

Ariana Lopez

Madeline Blua, Principal

Water Systems Consulting, Inc. and Blua Consulting LLC would like to acknowledge the significant contributions of the City of Redlands. The primary contributors are listed below.

Paul Mariscal, Water Utility Manager

Kimberly Tra, Regulatory Compliance Officer

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ACRONYMS & ABBREVIATIONS

AWIA	American Water Infrastructure Association
AWSDA	Annual Water Supply and Demand Assessment
BVMWC	Bear Valley Mutual Water Company
CWC	California Water Code
CII	Commercial, Industrial, and Institutional
DWR	California Department of Water Resources
DRA	Drought Risk Assessment
ERP	Emergency Response Plan
LHMP	Local Hazard Mitigation Plan
POA	Plan of Action
RRA	Risk and Resilience Assessment
RUWMP	Regional Urban Water Management Plan
SBBA	San Bernardino Basin Area
SBV	San Bernardino Valley Municipal Water District
SWP	State Water Project
UWWP	Urban Water Management Plan
WSCP	Water Shortage Contingency Plan

City of Redlands

This Water Shortage Contingency Plan is a strategic plan that the City of Redlands (Redlands or the City) uses to prepare for and respond to water shortages.

A water shortage occurs when the water supply available is insufficient to meet the normally expected customer water use at a given point in time. A shortage may occur due to a number of reasons. This includes water supply quality changes, climate change, drought, regional power outages, and catastrophic events (e.g., earthquakes). Additionally, the State may declare a statewide drought emergency and mandate that water suppliers reduce demands. The WSCP serves as the operating manual that Redlands will use to prevent catastrophic service disruptions through proactive, rather than reactive, mitigation of water shortages.

This WSCP provides a process for an annual water supply and demand assessment and structured steps designed to respond to actual conditions. This level of detailed planning and preparation provides accountability and predictability to help Redlands maintain reliable supplies and reduce the impact of any supply shortages and/or interruptions.

This WSCP was prepared in conjunction with Redlands 2025 UWMP, which is included in the 2025 Regional Urban Water Management Plan (2025 RUWMP) and is a standalone document that can be modified as needed. This document is compliant with the California Water Code (CWC) Section 10632 and incorporates guidance from the State of California Department of Water Resources (DWR) UWMP Guidebook.

IN THIS SECTION

- Water Service Reliability
- Annual Water Supply and Demand Assessment
- Supply Shortage Stages and Response Actions

The WSCP describes the following:

1. **Water Service Reliability Analysis:** Summarizes Redland's water supply analysis and reliability and identifies any key issues that may trigger a shortage condition.
2. **Annual Water Supply and Demand Assessment Procedures:** Describes the key data inputs, evaluation criteria, and methodology for assessing the system's reliability for the coming year and the steps to formally declare any water shortage stages and response actions.
3. **Water Shortage Stages:** Establishes water shortage stages to clearly identify and prepare for shortages.
4. **Shortage Response Actions:** Describes the response actions that may be implemented or considered for each stage to reduce gaps between supply and demand.
5. **Communication Protocols:** Describes communication protocols under each stage to ensure customers, the public, and government agencies are informed of shortage conditions and requirements.
6. **Compliance and Enforcement:** Defines compliance and enforcement actions available to administer demand reductions.
7. **Legal Authority:** Lists the legal documents that grant the City the authority to declare a water shortage and implement and enforce response actions.
8. **Financial Consequences of WSCP Implementation:** Describes the anticipated financial impact of implementing water shortage stages and identifies mitigation strategies to offset financial burdens.
9. **Monitoring and Reporting:** Summarizes the monitoring and reporting techniques to evaluate the effectiveness of shortage response actions and overall WSCP implementation. Results are used to determine if shortage response actions should be adjusted.
10. **WSCP Refinement Procedures:** Describes the factors that may trigger updates to the WSCP and outlines how to complete an update.
11. **Plan Adoption, Submittal, and Availability:** Describes the process for the WSCP adoption, submittal, and availability after each revision.

1.0 Water Service Reliability Analysis

As part of the 2025 RUWMP, Redlands completed a water supply reliability analysis for normal, single-dry, and five-year consecutive dry year periods from 2030-2050. A Drought Risk Assessment (DRA) was also performed to analyze supply reliability under five consecutive years of drought from 2021-2025. As described in Chapter 3 of the 2025 RUWMP, the effects of a local drought are not immediately recognized since the region uses the local groundwater basins to simulate a large reservoir for long-term storage. Redlands is able to pump additional groundwater to meet increased demands in dry years and participates in efforts to replenish the basins with imported and local water through regional recharge programs. Additionally, Redlands implements several ongoing water conservation measures. Regional recharge programs and conservation help to optimize and enhance the use of regional water resources.

Based on the 2025 RUWMP analysis, Redlands's water supply is reliable and not expected to see impactful change under drought conditions.

Even though localized drought conditions should not affect supply, other shortages may occur due to a number of reasons, such as water supply quality changes, regional power outage, State mandates for water use efficiency standards, and catastrophic events (e.g., earthquakes). Therefore, Redlands will use this WSCP as appropriate to address shortages and other supply emergencies.

2.0 Annual Water Supply and Demand Assessment Procedures

As an urban water supplier, Redlands must prepare and submit an Annual Water Supply and Demand Assessment (Annual Assessment or AWSDA) by July 1 each year pursuant to CWC Section 10632.1. The Annual Assessment is an evaluation of the near-term outlook for supplies and demands to determine whether the potential for a supply shortage exists and whether there is a need to trigger a WSCP shortage stage and response actions in the current calendar year to maintain supply reliability. This process will take place at the same time each year based on known circumstances and information available to Redlands at the time of analysis and can be updated or revised at any time if circumstances change.

Redlands will convene an internal WSCP Team to conduct the Annual Assessment each year.

The WSCP Team may include the following staff:

- Water Conservation Specialist
- Water Utility Manager
- Water Production Operations Superintendent

- Regulatory Compliance Officer
- Revenue Manager

The Annual Assessment procedure, including key data inputs and evaluation criteria, is summarized in Table 1. The Annual Assessment procedure and timeline, along with how it integrates with the annual assessment that will be conducted on a regional basis in parallel, is shown graphically in Figure 1.

Table 1: Annual Assessment Procedure

TIMING	ASSESSMENT ACTIVITIES	PROCEDURE, KEY DATA INPUTS, EVALUATION CRITERIA AND OTHER CONSIDERATIONS	STAFF RESPONSIBLE
JAN – FEB	Estimate unconstrained demands for coming year	Demands will be estimated based on water sales forecasts from annual budget or prior year demands plus any anticipated changes.	Water Conservation Specialist, Water Production Operations Superintendent
JAN – FEB	Estimate available supplies for the year, considering the following year will be dry	Each December, Redlands submits an order to San Bernardino Valley Municipal Water District (San Bernardino Valley or SBV) for the volume of State Water Project (SWP) water that is planned for use the following year. If the requested volume is not available due to reduced SWP supplies, Redlands will meet with San Bernardino Valley and other SWP users to discuss reducing SWP orders and may update the Annual Assessment to reflect a shift from SWP to groundwater production, if needed. The remainder of supply needs not met from SWP, and surface water will be pumped from the San Bernardino Basin Area (SBBA). The SBBA is sustainably managed to provide long-term supply reliability and is not anticipated to be significantly impacted in dry years. In the unlikely event that local supplies are reduced, Redlands will coordinate with the other agencies to identify available supplies for the coming year.	Water Conservation Specialist, Water Production Operations Superintendent, Water Utility Manager
JAN – FEB	Consider potential constraints that may impact supply delivery	Identify any known regional or Redlands infrastructure issues that may pertain to near-term water supply reliability, including repairs, construction, and environmental mitigation measures that may temporarily constrain capabilities, as well as any new projects that may add to system capacity. Identify any facilities out of service due to water quality problems, equipment failure, storm damage, etc. that may impact normal water deliveries. Identify any potential or emerging impacts to groundwater quality, such as emerging regulatory constraints that may limit use of available supplies for potable needs. Depending on infrastructure in question, Bear Valley Mutual Water Company (BVMWC) may need to be consulted.	Water Conservation Specialist, Water Production Operations Superintendent, Water Utility Manager Optional: BVMWC-General Manager, San Bernardino Valley Staff

TIMING	ASSESSMENT ACTIVITIES	PROCEDURE, KEY DATA INPUTS, EVALUATION CRITERIA AND OTHER CONSIDERATIONS	STAFF RESPONSIBLE
FEB	Convene WSCP Team to conduct Annual Assessment	Compare supplies and demands and discuss any constraints that may impact supply delivery. If the potential for a shortage exists, determine which shortage response stage and actions are recommended to reduce/eliminate the shortage. Additionally, if the State declares a drought state of emergency and requires demand reductions, the WSCP Team will determine which water shortage stage and response actions are needed to comply with the State mandate.	WSCP Team
MAY/JUNE	City Council	If the potential for a shortage exists or the State has mandated demand reductions, the results of the Annual Assessment will be presented to the Redlands City Council, including the recommended shortage stage and response actions. The City Council may order the implementation of a shortage stage and will adopt a resolution declaring the applicable water shortage stage.	Municipal Utilities and Engineering Department, City Manager's Office, Redlands City Council
ON-GOING	Implement WSCP actions, if needed	Relevant members of Redlands staff will implement shortage response actions associated with the declared water shortage stage.	WSCP Team
BY JULY 1	Submit Retail Annual Assessment	Send Final Retail Annual Assessment to DWR.	Water Conservation Specialist

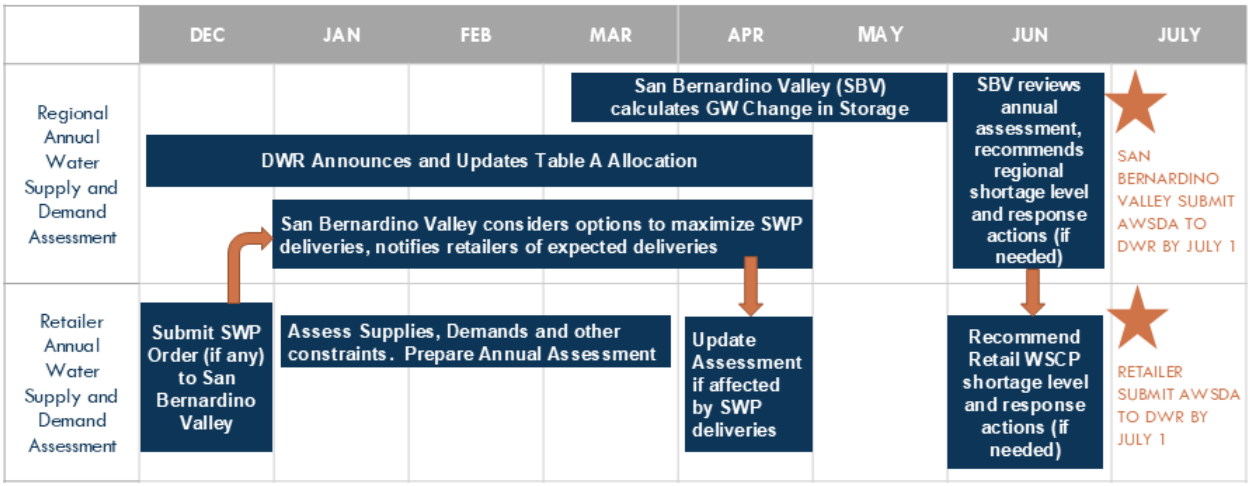

Figure 1: Regional and Retail Agency Annual Assessment Process and Timeline

3.0 Water Shortage Stages

Redlands does not foresee imposing a water shortage stage based on climate conditions, except under the State's direction, as occurred in 2014 and again in 2022 with Governor Newsom's Executive Order N-7-22 (EO N-7-22), which required that urban water suppliers implement demand reduction actions listed in the supplier's state standard shortage stage 2. However, Redlands does see a greater likelihood of imposing a water shortage stage due to a catastrophic failure of infrastructure or emerging regulatory constraints on groundwater quality. If a potential water supply shortage is identified in the Annual Assessment, this section provides information on the water shortage stages and response actions that Redlands may implement.

Redlands uses four (4) shortage stages to identify and respond to water shortage emergencies. At a minimum, Redlands encourages baseline conservation efforts year-round, regardless of a shortage emergency.

Stage I: Voluntary Conservation Measures

A small decrease, up to 15 percent, in water supply is expected. Water users are requested to limit their water use from June 1 to October 1 of each year to an amount necessary for health, safety, economic necessity, and irrigation. Water users should use water wisely and prevent its waste or unreasonable use.

Stage II: Mandatory Compliance; Water Alert

A water shortage of up to 25 percent is expected. Redlands will implement several mandatory restrictions.

Stage III: Mandatory Compliance; Water Warning

A more significant decrease in water supply is expected, with a shortage of up to 25 percent. Redlands will implement restrictions in addition to those implemented in stages I and II.

Stage IV: Mandatory Compliance; Water Emergency

Water supplies are in danger of being depleted to a point where such uses as human consumption, sanitation, and fire protection would be endangered. This would be a decrease in supply of more than 50 percent, most likely associated with a natural disaster.

The CWC outlines six standard water shortage stages that correspond to a gap in supply compared to normal year availability. The six standard water shortage stages correspond to progressively increasing estimated shortage conditions (up to 10-, 20-, 30-, 40-, 50-percent, and greater than 50-percent shortage compared to the normal reliability condition) and align with the response actions that a water supplier would implement to meet the severity of the impending shortages.

The CWC allows suppliers with an existing WSCP that uses different water shortage stages to comply with the six standard stages by developing and including a cross-reference relating its existing shortage categories to the six standard water shortage stages. Redlands is maintaining

its current four shortage stages for this WSCP. A crosswalk was developed that defines how Redlands' current four water shortage stages will align with DWR's standardized six stages of shortage. A visual representation of this alignment is shown in Figure 2 and Table 2.

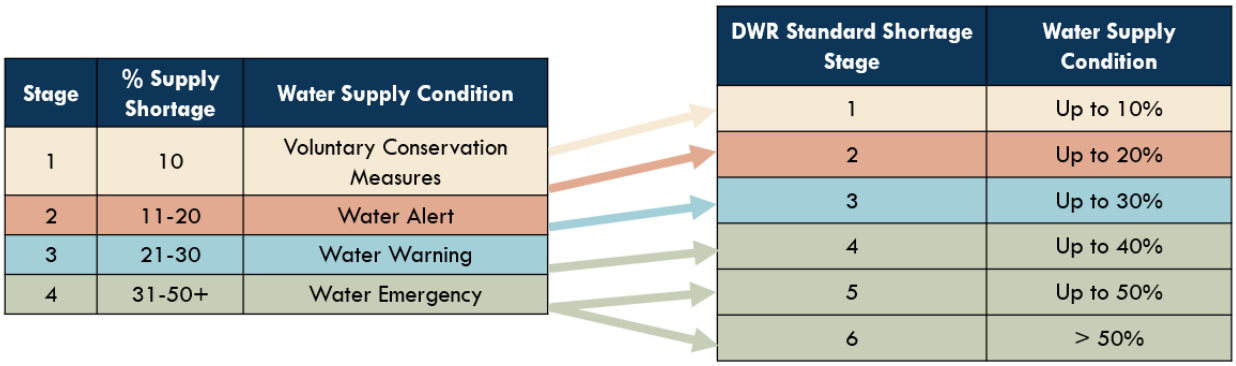

Figure 2: Crosswalk to DWR's Six Standard Stages

Table 2: DWR Table 8-1 Water Shortage Contingency Plan Stages

DWR STANDARD SHORTAGE LEVEL	DWR PERCENT SHORTAGE RANGE	REDLANDS' SHORTAGE LEVEL	REDLANDS' PERCENT SHORTAGE LEVEL
1	Up to 10%	Voluntary Conservation Measures (Redlands Stage 1)	Up to 10%
2	Up to 20%	Mandatory Compliance; Water Alert (Redlands Stage 2)	11-20%
3	Up to 30%	Mandatory Compliance; Water Warning (Redlands Stage 3)	21-30%
4	Up to 40%	Mandatory Compliance; Water Emergency (Redlands Stage 4)	31-50+%
5	Up to 50%	Mandatory Compliance; Water Emergency (Redlands Stage 4)	31-50+%
6	>50%	Mandatory Compliance; Water Emergency (Redlands Stage 4)	31-50+%

Note: One stage in the Water Shortage Contingency Plan must address a water shortage of 50%.

4.0 Shortage Response Actions

This section was completed pursuant to CWC Section 10632(a)(4) and 10632.5(a) and describes the response actions that must be implemented or considered for each stage to minimize social and economic impacts to the community.

In accordance with CWC 10632(b), Redlands analyzes and defines water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.

4.1 Supply Augmentation

Table 3 identifies the supply augmentation actions Redlands can take in the event of a water shortage condition. Redlands currently maintains interconnections with the City of Loma Linda and Western Heights Water Company. During water shortage emergencies, Redlands may be able to obtain supplemental water supply through these connections, if available.

Table 3: DWR 8-2R Supply Augmentation & Other Actions

SHORTAGE LEVEL	SUPPLY AUGMENTATION METHODS AND OTHER ACTIONS BY WATER SUPPLIER	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE
4	Other purchases	~3%	Utilize intertie with City of Loma Linda. Mutual Aid agreement between Cities, September 1987
4	Other purchases	~3%	Utilize intertie with Western Heights Water Company. Intertie constructed August 2016

Note: The above shortage level corresponds to Redlands' four existing shortage stages.

4.2 Demand Reduction

In addition to prohibitions on end uses, which are the responsibility of customers, Redlands is committed to lead by example. In 2015, Redlands created a "Plan of Action" (POA) that outlines efforts to improve outreach and resources for customers and increase water efficiency at its own facilities. This four-phase approach includes increasing efforts and funding in correlation with increasing water reduction requirements. Many elements of this plan have been completed, are ongoing, or are in process of completion. Table 4 summarizes these efforts and end use prohibitions.

Table 4: DWR 8-3R Demand Reduction Actions

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT
All	Expand Public Information Campaign	0-20%		No
All	Improve Customer Billing	0-1%		No
All	Offer Water Use Surveys	0-1%		No
All	Provide Rebates on Plumbing Fixtures, Devices and Appliances	0-1%		No
All	Provide Rebates for Landscape Irrigation Efficiency	0-1%		No
All	Provide Rebates for Turf Replacement	0-1%		No
All	Reduce System Water Loss	0-5%		No
All	Other	0-5%	Upgrades to increase recycled water use.	No
1	Other	0-5%	Voluntary, Landscape - Adjust landscape irrigation fixtures and systems to avoid waste.	No
1	Other	0-1%	Voluntary, install water saving devices.	No
1	Other	0-1%	Voluntary, select low-water-demand plants for new landscaping.	No
1	CII - Restaurants may only serve water upon request	0-1%	Voluntary, Restrict water service in restaurants.	No

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT
1	Landscape - Restrict or prohibit runoff from landscape irrigation	0-1%	Adjust sprinklers and irrigation systems to avoid overspray, runoff, and waste. Avoid watering on windy days.	No
2	Water Waste Patrols	0-5%	Efforts in Phase 2 of City's Plan of Action.	Yes
2	Other	0-1%	Increased regional collaboration to ensure sufficient water supplies for the entire region.	No
2	Landscape - Limit landscape irrigation by sprinkler to specific times	5-10%	Irrigation of lawns, gardens, landscaped areas, trees, shrubs, or other plants utilizing individual sprinklers or sprinkler systems is prohibited between the hours 12:00 P.M. and 8:00 P.M.	Yes
2	Landscape - Limit landscape irrigation by sprinkler to specific days	5-10%	Irrigation of lawns, gardens, landscaped areas, trees, shrubs, or other plants utilizing individual sprinklers or sprinkler systems is allowed only on an irrigation day designated by the city.	Yes
2	Landscape - Other landscape restriction or prohibition	0-1%	Commercial agriculture exempt from limit on irrigation days and times but shall curtail all non-essential water use.	Yes
2	Other	0-1%	Washing of any vehicles/mobile equipment is limited to allowed watering days and times and only with handheld bucket, or hose equipped with automatic shut-off nozzle.	Yes
2	Other - Prohibit use of fire hydrants for construction purposes	0-1%	Use of water from fire hydrants is limited to firefighting and other activities necessary to maintain the health, safety, and welfare of the citizens of Redlands. The use of water piped from fire hydrants and sprinkled for construction purposes is prohibited.	Yes
2	Pool/Spa Prohibition	0-1%	The refilling or adding of water to uncovered swimming or wading pools or spas is allowed only on designated irrigation days and is prohibited between the hours of 12:00 P.M. and 8:00 P.M.	Yes

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT
2	Decorative Water Features-Use is Prohibited	0-1%	The operation of any ornamental fountain or other structure making similar decorative use of water is prohibited, unless the fountain or structure has a recycling system.	Yes
2	Washing/Sprinkling of Foundations/ Structures	0-1%	Allowed only by City Permit.	Yes
2	Landscape - Other landscape restriction or prohibition	0-5%	Golf greens and tees are only allowed irrigation on allowed watering days and times. Fairway irrigation is absolutely prohibited. Exemption from restrictions: Golf course irrigation utilizing treated wastewater or reused water.	Yes
2	CII - Restaurants may only serve water upon request	0-1%	Restaurants shall not serve water to customers except upon specific customer request.	Yes
2	Other - Customers must repair leaks, breaks, and malfunctions	0-5%	Failure to repair controllable leaks is prohibited.	Yes
2	Other - Prohibit use of water for washing hard surfaces	0-1%	Use of running water to wash driveways, sidewalks, parking areas, patios, tennis courts, and other paved areas is prohibited.	Yes
2	Landscape - Restrict or prohibit runoff from landscape irrigation	0-5%	Failure to prevent excessive runoff from irrigation activities is prohibited.	Yes
3	Other	0-1%	Implement hotline and email address for water waste reporting.	No
3	Other	0-1%	Develop internal Drought Task Force to collaborate on different methods to reduce consumption under each City department's purview of responsibilities.	No

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT
3	Landscape - Other landscape restrictions or prohibition	0-5%	All outdoor irrigation of vegetation shall occur only on allowed days and times using only handheld hoses, drip irrigation, handheld buckets, or permanently installed automatic sprinkler systems.	Yes
3	Landscape - Other landscape restriction or prohibition	0-1%	Golf tee area watering is prohibited. Except when irrigated with treated wastewater or reused water.	Yes
4	Landscape - Prohibit all landscape irrigation	10-30%	All outdoor irrigation of vegetation shall be allowed only between the hours of 8:00 P.M. and 12:00 A.M. on designated irrigation days.	Yes
4	Other - Prohibit vehicle/mobile equipment washing except at commercial car washes and service stations	0-1%	The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment not occurring upon the immediate premises of commercial car washes and commercial service stations and not in the immediate interest of the public health or safety is prohibited.	Yes
4	Other - Prohibit vehicle/mobile equipment washing except at commercial car washes and service stations		The washing of automobiles, trucks, trailers, boats, airplanes, or other types of mobile equipment upon the immediate premises of commercial car washes and commercial service stations shall occur only between the hours of 12:00 P.M and 6:00 P.M.	
4	Landscape - Other landscape restriction or prohibition	0-5%	Commercial Agriculture irrigation is only permitted on designated days and times and only using handheld hoses, drip irrigation systems, or handheld buckets.	Yes
4	Other water feature or swimming pool restriction	0-1%	The filling, refilling, or adding of water to uncovered swimming or wading pools and spas is prohibited at any time of day or night.	Yes

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT
4	Water Features - Restrict water use for decorative water features, such as fountains	0-1%	The operation of any ornamental fountain or similar structure is prohibited.	Yes
4	Other	0-1%	The issuance of new service connections and meters is prohibited.	Yes

Notes: The above shortage levels correspond to Redlands' four existing shortage stages.

A surcharge is applied to a customer's utility bill on the 3rd violation. When in a particular stage, all elements of less restrictive stages shall apply as well.

4.3 Operational Changes and Additional Mandatory Restrictions

During shortage conditions, operations may be affected by supply augmentation or demand reduction responses. Redlands will consider its operational procedures when it completes its Annual Assessment. Any additional mandatory restrictions implemented in response to the declaration of a shortage response stage, beyond the actions listed in Table 3 and Table 4, are listed in Redlands' Ordinance No. 2151 in January 1991 and Ordinance No. 2751 in 2011, which make up the City of Redlands Water Conservation Plan ("Plan"), provided in Attachment 1.

4.4 Emergency Response Plan

In December 2025, Redlands completed a Risk and Resilience Assessment (RRA) and by June 30th, 2026, will have completed the Emergency Response Plan (ERP) in accordance with America's Water Infrastructure Act (AWIA) of 2018. The purpose of the RRA and ERP is to meet the AWIA compliance requirements and plan for long-term resilience of Redlands' infrastructure. The RRA assessed Redlands' water system to identify critical assets and processes that may be vulnerable to human and natural hazards, and to identify measures that can be taken to reduce risk and enhance resilience from service disruption for the benefit of customers. The RRA identifies and characterizes both infrastructure-specific and system-wide vulnerabilities and threats and quantifies the consequences of disruption. The RRA also identifies various options (and constraints) in addressing and mitigating risk. The RRA, in conjunction with the ERP, charts a course for water system resilience. The RRA also provided various recommendations to increase reliability of Redlands' system. Since critical pieces of infrastructure and specific vulnerabilities are detailed in the RRA and ERP, the contents of these documents are confidential and for use by Redlands' staff only. However, Redlands can confirm that these assessments will meet the requirements set forth by AWIA and evaluate seismic risks and mitigation actions to Redlands' infrastructure.

In the event of a water shortage emergency resulting from equipment failure, power outage, or other catastrophe, Redlands is prepared to purchase emergency water supplies from nearby agencies while repairs or other remedial actions are underway. Redlands may also implement its four-stage plan for conservation, as described above, with either voluntary or mandatory reductions depending on the severity of the shortage. For severe disasters (Stage 4), mandatory water use reductions are specified.

4.5 Seismic Risk Assessment and Mitigation Plan

Disasters, such as earthquakes, can and will occur without notice. In addition to the AWIA RRA and ERP (underway), the City of Redlands has a 2021 Local Hazard Mitigation Plan (LHMP) that includes an assessment of seismic risk and mitigation strategies. The LHMP is included as Attachment 2.

The seismic hazards evaluated include fault rupture, liquefaction and seismic shaking and assessed the threat to critical facilities. The LHMP concluded that there are potential mitigation activities to reduce the risk of damage in earthquakes. These include structural mitigation of vulnerable building structures and infrastructure facilities.

In 2022, Redlands completed a Condition, Seismic, and Structural Assessment for their water infrastructure, which will include specific mitigation actions.

4.6 Shortage Response Action Effectiveness

Redlands has estimated the effectiveness of shortage response actions in Table 3 and Table 4, when data pertaining to such actions is available. It is expected that response actions effectiveness is also a result of successful communication and outreach efforts.

5.0 Communication Protocols

Redlands prioritizes effective communication, especially in times of a water shortage emergency. Redlands has a protocol in place to communicate with the public, government agencies, and other interested parties about water shortages and any anticipated or triggered shortage response actions. Communication methods may include email, bill inserts, handouts, informative flyers, direct mail pieces to newspapers, bus shelter advertisements, news releases, social media outreach, website content, electronic signboards along major transportation routes, Emergency Notification System phone and text alerts, and the City's Government Access cable television station. Redlands provides reminders about shortage stages as they develop, and Redlands encourages conservation at all times.

6.0 Compliance and Enforcement

For prohibitions on end uses, customers will receive a violation should they violate restrictions set forth in the stage currently in effect and the preceding stages. Upon third violation, a surcharge is imposed on the customer's next regular water bill. The surcharge consists of a percentage of the customer's commodity charge on the most recent water bill, based on the stage then in effect.

The surcharge for each stage is as follows:

- **Stage II: 25 percent**
- **Stage III: 50 percent**
- **Stage IV: 75 percent**

If a water customer cited for a third violation fails or refuses to comply with the requirements of this chapter or to pay any outstanding water bills including surcharges, the City Manager is hereby granted discretionary authority pursuant to CWC section 375 to cause a flow-restricting device to be installed at the meter to reduce water availability to the customer's service address. Pursuant to CWC section 35423, if installation of a flow restrictor is infeasible, impractical or is unlikely to induce compliance with this chapter, the City Manager may authorize a shut-off of service to the premises involved (Ord. 2151 § 1, 1991).

A city water user may file a request for relief from any provision of this chapter. The City Manager shall review all requests and hold a hearing with each applicant. The City Manager may grant relief from the provisions of this chapter if he determines that special circumstances make compliance not reasonably possible, or that the restrictions herein would either:

- Cause an unnecessary and undue hardship to the water user or the public; or
- Cause an emergency condition affecting the health, sanitation, fire protection, or safety of the water user or of the public.

Such relief may be granted only upon written request to the City. Upon granting such relief, the City Manager may impose any conditions he determines to be just and proper. The City Manager shall make his determination within fourteen (14) days of receipt of the request for relief and shall inform the applicant of the decision in writing.

An applicant shall have the right to appeal the City Manager's decision regarding his or her application to the City Council or its designee. The appeal must be in writing and received by the City within ten (10) days of the date of the City Manager's written decision. The appeal shall be heard by the City Council or its designee within a reasonable period of time from the date the appeal is filed. The City shall provide written notice to the applicant of the time and date of the hearing. The City Council or its designee, at its discretion, may affirm, reverse, or modify the City Manager's decision and impose any conditions it deems proper. The decision of the City Council shall be final (Ord. 2151 § 1, 1991).

7.0 Legal Authority

To offset the prolonged effects of a drought period or other emergency, the City Council adopted Ordinance No. 2151 in January 1991, and Ordinance No. 2751 in 2011, which make up the City of Redlands Water Conservation Plan (“Plan”), the City’s water shortage contingency plan. These ordinances collectively provide water conservation measures in order to minimize the effect of a water shortage on the citizens of the community. The Plan includes provisions that will significantly reduce the waste and inefficient use of water, thereby extending the available water resources required for the domestic and fire protection needs of the City and general public. The adopted Plan, approved by City Council, can be found in Attachment 1.

7.1 Water Shortage Emergency Declaration

In accordance with CWC Section Division 1, Section 350, the City Council shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.

7.2 Local/Regional Emergency Declaration

If a water shortage is approaching, Redlands shall coordinate with any of the cities and counties in its service area for the possible proclamation of a local emergency.

8.0 Financial Consequences of WSCP Implementation

Implementation of any stage of the Plan and CWC Chapter 3.3 (Excessive Residential Water Use During Drought) requiring mandatory restrictions may cause a decrease in revenues and an increase in expenditures. The State drought emergency declaration of 2014-2017 resulted in decreased revenue and increased expenditures. Mandatory restrictions were required, necessitating an increase in staffing to target water use reduction requirements and an increase in outreach efforts. Like most agencies, the majority of the City's costs are fixed, and the combination of decreasing revenues and increased expenditures required implementation of revenue adjustments.

Although the City had reserve funds, reserve funds are typically reserved for emergencies needing immediate attention where time constraints of a rate study, customer noticing, and public hearings would impede immediate actions. The City determined it was not sound financial practice to spend reserve funds to address declining sales due to drought but rather addressed revenue shortages with a rate adjustment. It is expected that in the event of another water shortage emergency, the City would follow the same protocol to address a revenue decrease and/or expenditure increase. In the case where revenue adjustments and use of reserve funds are not options, the City would postpone capital improvement projects to offset diminished revenues.

9.0 Monitoring and Reporting

The water savings from implementation of the WSCP will be determined based on monthly production reports which are reviewed and compared to production reports and pumping statistics from prior months and the same period of the prior year. Under shortage conditions, these production reports could be prepared as often as daily. At first, the cumulative consumption for the various sectors (e.g., residential, commercial, etc.) will be evaluated for reaching the target level. Then if needed, individual accounts will be monitored. Weather and other possible influences may be accounted for in the evaluation.

10.0 WSCP Refinement Procedures

The WSCP is best prepared and implemented as an adaptive management plan. Redlands will use results obtained from their monitoring and reporting program to evaluate any needs for revisions. Potential changes to the WSCP that would warrant an update include, but are not limited to, any changes to trigger conditions, changes to the shortage stage structure, and/or changes to customer reduction actions.

Any prospective changes to the WSCP would need to be presented to Redlands' City Council for discretionary approval. Once discretionary approval has been granted, Redlands will hold a public hearing, obtain any comments, and adopt the updated WSCP. Notices for refinement and the public hearing date will be published in the local newspaper in advance of any public meetings.

11.0 Plan Adoption, Submittal, and Availability

Redlands adopted this WSCP with the 2025 RUWMP. The 2025 RUWMP and WSCP were made available for public review in May 2026, and a public hearing was held on June 2, 2026, to receive public input on the draft 2025 RUWMP and the WSCP.

The Redlands City Council adopted the 2025 RUWMP and the WSCP at a public meeting on June 2, 2026. The resolution of adoption is included as Attachment 3.

This WSCP was submitted to DWR through the WUEData portal before the deadline of July 1, 2026.

This WSCP will be available to the public on the City of Redlands' website.

If Redlands identifies the need to amend this WSCP, it will follow the same procedures for notification to cities, counties, and the public as used for the 2025 RUWMP and for initial adoption of the WSCP.

References

California Department of Water Resources. (2026). 2025 Urban Water Management Plan Guidebook. Sacramento: California Department of Water Resources.

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United States Environmental Protection Agency, Office of Water. (2002). Cases in Water Conservation: How Efficiency Programs Help Water Utilities Save Water and Avoid Costs. United States Environmental Protection Agency.

Attachment 1

City of Redlands Water Conservation Plan

1

Chapter 13.06
WATER CONSERVATION PLAN

13.06.010: TITLE:

This chapter establishes the *CITY OF REDLANDS WATER CONSERVATION PLAN.* (Ord. 2151 § 1, 1991)

13.06.020: INTENT:

The city council of the city of Redlands declares that the public health, safety and general welfare requires that water resources available to the city be put to maximum beneficial use, that the waste or unreasonable use of water be prevented, and that the conservation of such water must occur to protect the people and property of the city of Redlands. (Ord. 2151 § 1, 1991)

13.06.030: PURPOSE AND SCOPE:

A. The purpose of this chapter is to reduce the nonessential use of water to conserve city water supplies, thereby minimizing the effect of a shortage of water supplies on city users. The water conservation plan here established is to:

1. Protect the health, safety, and welfare of the citizens and property owners of the city;

2. Assure the maximum beneficial use of city water supplies; and

3. Attempt to provide sufficient water supplies to meet the basic needs of human consumption, sanitation and fire protection.

B. This chapter shall remain in effect until the city council declares by ordinance that the provisions of this chapter are no longer applicable to existing water supply conditions and the supply of water available for distribution within the city's service area has been replenished or augmented. (Ord. 2151 § 1, 1991)

13.06.040: AUTHORIZATION:

A. The city is authorized to implement the provisions of this chapter following a public hearing as specified below upon the city council's determination by majority vote of the entire council that such implementation is necessary to protect the public health and safety.

B. A public hearing shall be held to determine whether to adopt a water conservation plan, and, if so, which measures provided herein should be implemented. A similar public hearing shall be held by the city council prior to the implementation or termination of each incremental water conservation stage pursuant to section 13.06.080 of this chapter. Notice of the time and place of these public hearings shall be published not less than ten (10) days before the hearing in a newspaper of general circulation.

C. Upon adoption by the city council, the provisions of this chapter shall become effective immediately. Notice of the implementation of successive stages of water conservation shall be given to water users immediately both by publication at least once in a newspaper of general circulation within ten (10) days after adoption, and by a notice enclosed with the next regular city invoice for water or utility service.

D. If the city council cannot meet in time to act to protect the public interest pursuant to this chapter, the city manager or his designee is hereby authorized and directed to implement such provisions of this chapter upon his or her written determination that the city cannot supply adequate water to meet the ordinary demands of water consumers, and that such implementation is necessary to protect the public health or safety. Such written determination shall be presented to the city council at its next meeting for review, revocation or ratification. Such meeting shall be held as soon as possible. (Ord. 2151 § 1, 1991)

13.06.050: APPLICATION:

The provisions of this chapter shall apply to all persons, customers, and property served water by the city wherever situated. (Ord. 2151 § 1, 1991)

13.06.060: GENERAL PROHIBITION:

No water user shall make, cause, use, or permit the use of water supplied by the city for residential, commercial, industrial, agricultural, governmental or any other use in a manner contrary to this chapter. Waste or the unreasonable or nonbeneficial use of water is prohibited in the city of Redlands. (Ord. 2151 § 1, 1991)

13.06.070: MANDATORY CONSERVATION; STAGE CRITERIA:

The director of the public works department shall recommend guidelines for adoption by the city council setting forth the criteria to determine when water supply conditions in the city require the implementation or termination of each water conservation stage. Such guidelines shall be updated when the director determines that water availability so requires. The director shall include in such guidelines a calendar symbol system designating allowed days for irrigation. (Ord. 2151 § 1, 1991)

13.06.080: MANDATORY CONSERVATION; PHASE IMPLEMENTATION:

The public works department shall monitor the projected supply and demand for water by its customers on a daily basis during the months of June, July, August, September, and October and shall recommend to the city manager the extent of conservation required through the implementation and/or termination of particular conservation stages to allow the department to prudently plan for and supply water to its customers. Thereafter, the city manager may recommend to the city council the implementation or termination of the appropriate stage of water conservation in accordance with the applicable provisions of this chapter. The city council may implement or terminate the appropriate stage pursuant to section 13.06.040 of this chapter. Notice of the implementation or termination of each stage shall be given pursuant to subsection 13.06.040C of this chapter.

A. Stage I, Voluntary Conservation Measures: Water users are requested to limit their water use from June 1 to October 1 of each year to an amount necessary for health, safety, economic necessity and irrigation. Water users should use water wisely and prevent its waste or unreasonable use.

   The following actions are recommended:

   1. Adjust sprinklers and irrigation systems to avoid overspray, runoff, and waste. Avoid watering on windy days;

   2. Install water saving devices, such as low flow showerheads and faucet aerators;

   3. Select low water demand shrubs, ground covers and trees for new landscaping;

4. Restrict water service in restaurants.

B. Stage II, Mandatory Compliance; Water Alert: When implemented pursuant to subsection 13.06.040B of this chapter and noticed pursuant to subsection 13.06.040C of this chapter, the following restrictions shall apply to the use of water supplied by the city in addition to the recommendations of stage I:

1. Irrigation of lawns, gardens, landscaped areas, trees, shrubs, or other plants utilizing individual sprinklers or sprinkler systems is allowed only on an irrigation day designated by the city and is prohibited between the hours of twelve o'clock (12:00) noon and eight o'clock (8:00) P.M. However, irrigation is permitted at any time if:

   a. A handheld hose is used, or

   b. A handheld, faucet filled bucket containing five (5) gallons or less is used, or

   c. A drip irrigation system is used.

   Commercial nurseries, commercial farmers, and grove settings requiring twenty four (24) hour irrigation cycles, are exempt from stage II irrigation restrictions, but shall curtail all nonessential water use.

2. The washing of automobiles, trucks, trailers, boats, aircraft and other types of mobile equipment is allowed only on designated irrigation days and is prohibited between the hours of twelve o'clock (12:00) noon and eight o'clock (8:00) P.M. Mobile equipment washing shall be done only with a handheld bucket or a handheld hose equipped with a positive shutoff nozzle for quick rinses.

   Notwithstanding the above, washing of such equipment may be done at any time on the immediate premises of a commercial car wash or commercial service station with washwater recycling facilities. Garbage trucks and vehicles to transport food and perishables are exempt from these regulations if the public health or safety requires frequent vehicle cleaning.

3. The washing or sprinkling of foundations or structures shall be allowed only by city permit. Regulations for such permit shall be enacted by resolution.

4. The refilling or adding of water to uncovered swimming or wading pools or spas is allowed only on designated irrigation days and is prohibited between the hours of twelve o'clock (12:00) noon and eight o'clock (8:00) P.M.

5. The operation of any ornamental fountain or other structure making similar decorative use of water is prohibited, unless the fountain or structure has a recycling system.

6. The use of water for irrigation of golf greens and tees is allowed only on designated irrigation days and is prohibited between twelve o'clock (12:00) noon and eight o'clock (8:00) P.M. The irrigation of golf course fairways is absolutely prohibited. The irrigation of golf courses utilizing treated wastewater or reused water is not subject to these prohibitions.

7. Restaurants shall not serve water to customers except upon specific customer request.

8. Failure to repair controllable leaks is prohibited.

9. Use of running water to wash driveways, sidewalks, parking areas, patios, tennis courts and other paved areas is prohibited.

10. Failure to prevent excessive runoff from irrigation activities is prohibited.

11. Use of water from fire hydrants is limited to firefighting and other activities necessary to maintain the health, safety, and welfare of the citizens of Redlands. The use of water piped from fire hydrants and sprinkled for construction purposes is prohibited.

C. Stage III, Mandatory Compliance; Water Warning: When implemented pursuant to subsection 13.06.040B of this chapter and noticed pursuant to subsection 13.06.040C of this chapter, the following restrictions, in addition to all elements of stages I and II, shall apply:

1. All outdoor irrigation of vegetation shall occur only on designated days using handheld hoses, drip irrigation, or handheld buckets and is prohibited between the hours of twelve o'clock (12:00) noon and eight o'clock (8:00) P.M.

   Exemption: Permanently installed automatic sprinkler systems may be used on designated irrigation days but are prohibited between the hours of twelve o'clock (12:00) noon and eight o'clock (8:00) P.M.

2. The watering of golf tee areas is prohibited except with treated wastewater or reused water.

D. Stage IV, Mandatory Compliance; Water Emergency: Pursuant to California Water Code section 350 et seq., the city council may declare a water shortage emergency upon its determination that the ordinary demands of city water users cannot be satisfied without depleting the city water supply to a point of insufficient water for human consumption, sanitation and fire protection. When implemented pursuant to subsection 13.06.040B of this chapter and noticed pursuant to subsection 13.06.040C of this chapter, the following restrictions, in addition to all elements of stages I, II and III, shall apply:

1. All outdoor irrigation of vegetation shall be allowed only between the hours of eight o'clock (8:00) P.M. and twelve o'clock (12:00) midnight on designated irrigation days.

2. The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment not occurring upon the immediate premises of commercial car washes and commercial service stations and not in the immediate interest of the public health or safety is prohibited.

3. The washing of automobiles, trucks, trailers, boats, airplanes, or other types of mobile equipment upon the immediate premises of commercial car washes and commercial service stations shall occur only between the hours of twelve o'clock (12:00) noon and six o'clock (6:00) P.M.

4. Commercial nurseries and commercial farmers using city water shall water only on designated irrigation days between the hours of ten o'clock (10:00) A.M. and six o'clock (6:00) P.M. and shall use only handheld hoses, drip irrigation systems, or handheld buckets.

5. The filling, refilling, or adding of water to uncovered swimming or wading pools and spas is prohibited at any time of day or night.

6. The operation of any ornamental fountain or similar structure is prohibited.

7. The issuance of new service connections and meters is prohibited. (Ord. 2151 § 1, 1991)

13.06.090: RELIEF FROM COMPLIANCE:

A city water user may file a request for relief from any provision of this chapter. The city manager shall review all requests and hold a hearing with each applicant. The city manager may grant relief from the provisions of this chapter if he determines that special circumstances make compliance not reasonably possible, or that the restrictions herein would either:

A. Cause an unnecessary and undue hardship to the water user or the public; or

B. Cause an emergency condition affecting the health, sanitation, fire protection or safety of the water user or of the public.

Such relief may be granted only upon written request to the city. Upon granting such relief, the city manager may impose any conditions he determines to be just and proper. The city manager shall make his determination within fourteen (14) days of receipt of the request for relief and shall inform the applicant of the decision in writing.

An applicant shall have the right to appeal the city manager's decision regarding his or her application to the city council or its designee. The appeal must be in writing and received by the city within ten (10) days of the date of the city manager's written decision. The appeal shall be heard by the city council or its designee within a reasonable period of time from the date the appeal is filed. The city shall provide written notice to the applicant of the time and date of the hearing. The city council or its designee, at its discretion, may affirm, reverse or modify the city manager's decision and impose any

conditions it deems proper. The decision of the city council shall be final. (Ord. 2151 § 1, 1991)

13.06.100: FAILURE TO COMPLY:

Violation by any customer of the water use prohibitions of this chapter shall be penalized as follows:

A. First Violation; Notice Of Noncompliance: The city manager is authorized and directed to issue a written notice of noncompliance to any water user who, in the reasonable judgment of the city manager, has failed or refused in a significant way to comply with those water use curtailment provisions of this chapter currently in effect. Any such notice of violation shall specify the time, place and manner of noncompliance, and shall specify a reasonable period to achieve compliance. Any notice of noncompliance shall be directed to the customer of record for the premises where the noncompliance was observed. Delivery may be through regular mail or by personal delivery with a declaration of delivery returned to the city manager.

B. Second Violation; Warning Of Penalties: For a second violation by any customer of the water use curtailment provisions of this chapter currently in effect, a written warning notice of the future imposition of penalties on the customer's water bill shall be issued. Any such warning notice shall specify the time, place and manner of noncompliance and shall require compliance within two (2) days. Any warning notice shall be directed to the customer of record for the premises where the violation has occurred. Delivery will be made by personal delivery with a declaration of delivery returned to the city manager.

C. Third Violation; Imposition Of Penalties:

1. For a third violation by any customer of this chapter, a citation shall be issued and a surcharge imposed on the customer's next regular water bill. The surcharge shall consist of a percentage of the customer's commodity charge as shown on the most recent water bill, based upon the water conservation stage then in effect at the time of the most recent violation. The penalty surcharge for each stage is shown below:

Stage II		25 percent
Stage III		50 percent
Stage IV		75 percent

As an example, if a water user's most recent commodity charge is twenty five dollars ($25.00), a third violation while the city is in stage III would result in the imposition of a twelve dollar fifty cent ($12.50) surcharge.

2. If a water customer cited for a third violation fails or refuses to comply with the requirements of this chapter or to pay any outstanding water bills including surcharges, the city manager is hereby granted discretionary authority pursuant to California Water Code section 375 to cause a flow restricting device to be installed at the meter to reduce water availability to the customer's service address. Pursuant to California Water Code section 35423, if installation of a flow restrictor is infeasible, impractical or is unlikely to induce compliance with this chapter, the city manager may authorize a shutoff of service to the premises involved. (Ord. 2151 § 1, 1991)

13.06.110: HEARING REGARDING VIOLATIONS:

A. Any customer receiving notice of a second or subsequent violation pursuant to section 13.06.100 of this chapter shall have a right to a hearing by the city manager within fifteen (15) days of mailing or other delivery of the notice of violation.

B. The customer's written request for a hearing within the fifteen (15) day period shall automatically stay the imposition of monetary penalties on the customer's water bill until the city manager renders his decision. The decision of the city manager shall be final and not subject to further appeal pursuant to this code. (Ord. 2751, 2011)

13.06.120: CITY MANAGER DELEGATION:

The city manager may delegate all duties and responsibilities hereunder. (Ord. 2151 § 1, 1991)

13.06.130: SEVERABILITY:

If any provision, section, subsection, sentence, clause, or phrase of this chapter, or the application of same to any person or set of circumstances is held to be unconstitutional, void, or invalid, such decision shall not affect the remaining portions of this chapter which

shall remain in full force and effect, and all provisions of this chapter are declared to be severable for that purpose. (Ord. 2151 § 1, 1991)

13.06.140: INCOMPATIBLE PROVISIONS:

To the extent any provision of this chapter is incompatible with or at variance with any prior adopted ordinance or resolution, the provisions of this chapter shall take precedence, and all prior ordinances and resolutions shall be interpreted to harmonize with and not change the provisions of this chapter. (Ord. 2151 § 1, 1991)

13.06.150: PUBLIC HEALTH AND SAFETY NOT TO BE AFFECTED:

Nothing in this chapter shall be construed to require the city to curtail the supply of water to any customer when such water is required by that customer to maintain an adequate level of public health or public safety. (Ord. 2151 § 1, 1991)

13.06.160: EXEMPTION FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The city council determines that the adoption of this chapter and implementation of the measures set forth herein are exempt from review under the California environmental quality act[1] because it is an action taken to mitigate or prevent a water shortage emergency, and to protect natural resources. The city council directs the city manager or his designee to prepare and file a notice of exemption as soon as possible following adoption of the ordinance codified in this chapter. (Ord. 2151 § 1, 1991)

Attachment 2

2021 Local Hazard Mitigation Plan

2



Local Hazard Mitigation Plan

November 2021

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PREFACE

Impacts from hazards are a challenge to jurisdictions, its leaders, and its citizens. After catastrophic disaster events communities can experience power outages, loss of telecommunications and water service, limited access to fuel, and closed roadways in addition to significant damage to buildings, mass injuries, and loss of life. Depending on the magnitude of the event, recovery from these events can take weeks, months, and in some instances, years. The goal of many communities is to reduce the potential impacts thus shortening the recovery time. In emergency management, this is generally called mitigation.

Mitigation is defined by the Department of Homeland Security (DHS)-Federal Emergency Management Agency (FEMA) as "*any action taken to reduce and/or eliminate the long-term risk to human life and property from natural hazards*." Mitigation is one of the primary phases of the Disaster Cycle and is the only phase specifically dedicated to breaking the cycle of damage. The goal of mitigation is to build resiliency within the community; enabling a more efficient and effective response to and recovery from disasters.



To assist communities become more resilient to hazards, FEMA developed a program and guidance around the creation of Local Hazard Mitigation Plans (LHMPs). LHMPs promote a comprehensive planning process, requiring an assessment of local capabilities against impacts from hazards in order to identify potential projects and/or strategies.

With an approved and adopted LHMP, cities, counties, and special districts are eligible for Federal Hazard Mitigation Assistance (HMA) grants offered through FEMA: Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC; formerly Pre-Disaster Mitigation- PDM), and Flood Management Assistance (FMA). The HMA grants are a great source of funding to help implement local mitigation actions identified in the LHMPs.

This update to the City of Redlands LHMP built upon previous mitigation efforts in the City and incorporated new, relevant information into the plan. Part of this update process also includes reassessing and reevaluating: local capabilities (personnel resources, governance, technical skills, and fiscal resources); community hazards (identification, impacts, and prioritization); and mitigation goals, objectives, and measures/actions. Significant consideration was given to acknowledging new (and existing) challenges and issues facing the City (i.e., pandemic, extension of the commuter rail, civil disturbance, technology disruption, wind driven wildfire events). During this update, the City tried to take a more comprehensive, strategic approach to the LHMP. This led to reorganizing the plan and also adding, renaming, and expanding hazards and mitigation actions.

Because the LHMP must include information to meet federal requirements and guidance it includes information not traditionally found in other planning documents. This can lead to a large, cumbersome document, making it difficult to easily access specific information. In an attempt to ensure the LHMP contains all required information and is user-friendly; it has been organized as follows:

Chapter 1: ***Introduction***- provides information on the purpose of the plan, outlines the scope of the work, and presents the adoption process and authority.

Chapter 2: ***Planning Process***- provides information on the methodology used to prepare the LHMP, including a list of the Planning Team members and the public outreach efforts.

Chapter 3: ***Community Profile***- provides background information on the City, ensuring all Planning Team members have a common understanding of the dynamics within the community.

Chapter 4: ***Capability Assessment***- provides information on the current mitigation efforts by the City, including department roles and responsibilities, existing plans/programs/codes, and available funding.

Chapter 5: ***Hazard Assessment***- provides information on hazards within the City and assesses the priority of each hazard.

Chapter 6: ***Risk Assessment***- provides information on the potential impacts, through exposure and loss (damage) estimates for each hazard within the City.

Chapter 7: ***Mitigation Strategies***- provides information on the actions/projects the City is proposing to address the vulnerabilities to the high-risk hazards within the City.

Chapter 8: ***Plan Administration***- provides information on how the City intends to keep the LHMP current, incorporate it into other efforts, and share it with the public.

1 INTRODUCTION

The Local Hazard Mitigation Plan (LHMP) is a "*living document*" that should be reviewed, reevaluated, monitored, and revised to reflect changing conditions and new information. As required, the LHMP must be updated every five (5) years to remain in compliance with regulations to receive Federal Hazard Mitigation Assistance (HMA) grants. The City of Redlands has had several approved and adopted LHMPs, the latest being in 2015. This LHMP is an update to the 2015 City of Redlands LHMP.

1.1 PURPOSE OF THE PLAN

The purpose of this plan is to outline a mitigation strategy to help reduce and/or eliminate impacts from hazards within the City of Redlands.

1.2 SCOPE OF THE PLAN

The scope of this plan is to: 1) assess relevant existing conditions and capabilities within the City; 2) identify potential hazards and their impacts within the City; and 3) propose mitigation actions to address the impacts to the high-priority hazards within the City. In support of the above scope, this update will: evaluate mitigation progress since the approved and adopted LHMP: implement and document a comprehensive planning process: present actions to maintain and integrate the LHMP with other City plans: and, establish methods to continuously inform and educate the public on hazards and potential actions that can be taken to reduce and/or eliminate impacts.

1.3 HAZARD MITIGATION PLANNING DIRECTIVE

In 2000, the Federal Emergency Management Agency (FEMA) adopted revisions to Title 44 of the Code of Federal Regulations (44 CFR). This revision is known as "Disaster Mitigation Act (DMA) 2000". Section 322 (a-d) of DMA 2000 requires that local governments, as a condition of receiving federal disaster mitigation funds, have an approved and adopted Hazard Mitigation Plan (HMP) that describes the process for assessing hazards, risks and vulnerabilities; identifying and prioritizing mitigation actions; and soliciting input from the community (public), key stakeholders, and adjacent jurisdictions/agencies.

1.4 PROMULGATION AUTHORITY

The City Council is the legislative body of the City of Redlands. It decides policy for the municipal government, enacts laws, and oversees all activities of the City. The City Council also serves as the governing body of the City of Redlands Redevelopment Agency. The promulgation authority is vested in the members of the City Council. A list of the members of Redlands City Council include:

Mayor	Paul Barich	***Council Member***	Paul Foster
Mayor Pro Tem	Eddie Tejada	***Council Member***	Denise Davis
		Council Member	Jenna Guzman-Lowery

1.5 LOCAL HAZARD MITIGATION PLAN ADOPTION

The update of the City of Redlands LHMP was reviewed and adopted by the City Council on November 16, 2021, under Resolution 8268. A copy of the Resolution is in **Appendix 1**.

2 PLANNING PROCESS

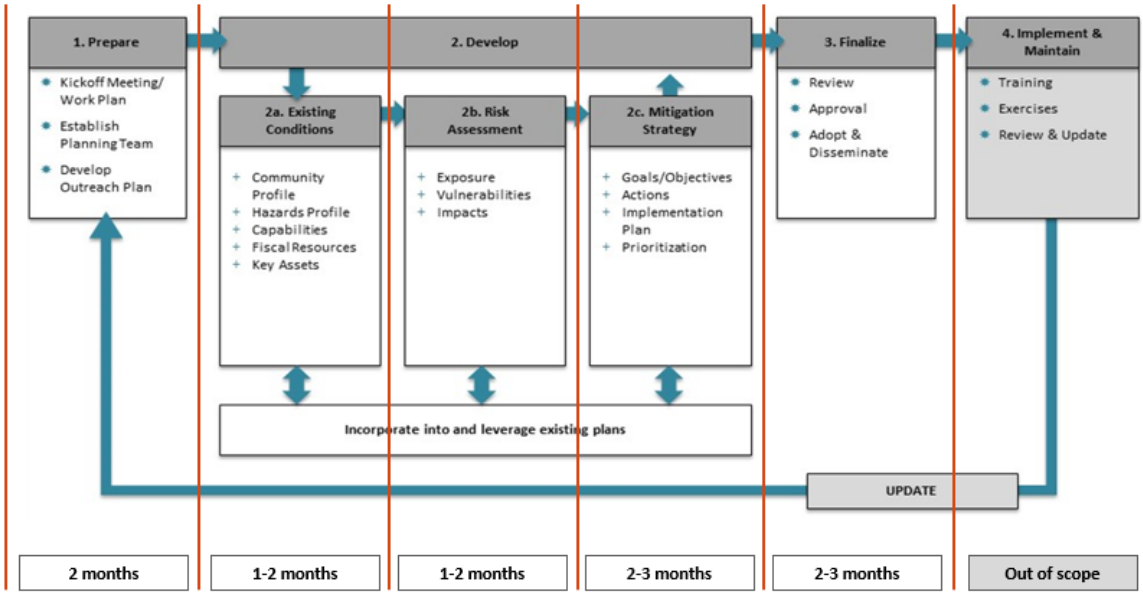
2.1 OVERVIEW

This section demonstrates the methodology used by the City of Redlands to develop the LHMP. FEMA's LHMP development guidance outlines recommended actions, emphasizing involving the "*whole community*" in the planning process. The whole community concept promotes the inclusion of not only emergency managers but other City department representatives (e.g., zoning, floodplain management, public works, community, and economic development), as well as, outside partners (e.g., surrounding counties/cities, special districts, lifelines companies, businesses leaders) to participate in the LHMP effort. The concept also includes outreach to the general public to bring awareness to community hazards and the planning effort. Soliciting and considering input from diverse interests is essential to building a comprehensive plan and gaining community-wide support for the plan.

2.2 METHODOLOGY AND TIMELINE

To complete the update of LHMP, the City of Redlands incorporated a three (3) phase planning process: 1) Prepare; 2) Develop; and, 3) Finalize (**Figure 2.1**). Phase 2- Develop, has three (3) sub-phases that establish the current conditions, determine the risk and vulnerabilities, and identifies strategies and projects. In addition to the phases, Figure 2.1 also depicts the timeline to complete the project. While this methodology is in alignment with the FEMA guidance, sequence and naming of phases were adjusted to better suit the City of Redlands' needs.

Figure 2.1- Planning Methodology



Under the *Prepare* phase general project tasks were completed. This included conducting an Administrative Kickoff meeting with the consultant, validation of the Planning Team, an identification of the Public Outreach effort, and a Kickoff meeting with the Planning Team.

As mentioned, the *Develop* phase had three (3) sub-phases. During the Existing Conditions sub-phase, the Planning Team confirmed current City mitigation capabilities, including identification of departments supporting mitigation, current governance guiding mitigation efforts, identification of fiscal resource availability to possibly support mitigation, discussion of key assets, and identification and description of local hazards within the City. Under the Risk Assessment sub-phase, the Planning Team reviewed exposure and impacts of hazards within the City; and prioritized hazards. The final sub-phase, Mitigation Strategies, had the Planning Team discuss previous mitigation efforts, identify and prioritize new mitigation projects, and develop an implementation plan for each project.

Throughout the *Develop* Phase, plans and other documents, both internal and external, were also analyzed and leveraged to ensure decisions were based on the best available information and that proposed actions were compatible with other efforts. And conversely, efforts were made to encourage results from the LHMP planning process were considered and incorporated into other planning efforts.

The last phase of the planning process methodology was *Finalize*. During this phase the Planning Team reviewed and provided additional comments on the complete LHMP before being forwarded to the California Governor's Office of Emergency Services (Cal OES) and FEMA. This phase also included addressing both Cal OES and FEMA comments and working with the City Council to adopt the LHMP.

During the planning process, draft LHMP sections (i.e., Capabilities, Hazards, Risk, Mitigation Strategies) were disseminated for review and comment as the Planning Team moved through each phase and sub-phase. This helped the Planning Teams focus their review on the subject matter at hand and enforced the relationship between the phases. At the end of the planning process, another review cycle was provided, this time with all draft sections under one cover.

2.3 PLANNING TEAM

Building on the whole community concept, a Planning Team was established to assist with the updating of the City of Redlands LHMP. The primary goal of the Planning Team is to help define and identify the strategies within the LHMP. The Planning Team was led by representatives from the City of Redlands Fire Department. The City of Redlands Fire Department representatives took on the responsibilities of Project Manager and facilitated and coordinated Planning Team activates. Additionally, the City of Redlands Fire Department hired a consultant to provide technical support and prepare the final updated LHMP.

2.3.1 MEMBERS

The Planning Team was comprised of subject matter experts who could provide great benefit to the team or represented specific topics covered by the LHMP. Leveraging the list of Planning Team members during the last update to the LHMP, the City of Redlands Fire Department and its consultant evaluated and confirmed the list of Planning Team members. An email invite was sent out to each Planning Team member and a series of follow-up telephone calls were conducted to discuss to project and confirm participation. Keeping the Planning Team to a manageable number of members while ensuring that all perspectives are captured and/or included in the process is challenging. To balance this, the Planning Team members were urged to act as liaisons to community groups with whom they regularly interact with, exchanging thoughts on the LHMP with other groups in the community. Planning Team member

were encouraged to communicate the direction and status of the planning effort to their outside members and in return they were expected to bring outside perspectives to the Planning Team. The City of Redlands took great efforts to engage and include as many Planning Team members as possible. A list of the Planning Team members can be found in **Appendix 2**.

2.3.2 MEETINGS

There were a series of meetings held with the Planning Team. Each meeting had a primary focus and provided an opportunity to discuss/review information and exchange ideas. Below is a list of the Planning Team meetings (**Table 2.1**) and Planning Team member attendance at each meeting can be found in **Appendix 3**:

Table 2.1- Planning Team Meetings

Date	Purpose of the Meeting
Jun 16, 2020	Project Kickoff- Discussed: Goal/Objectives of LHMPs, Type of Information Needed, Role of the Planning Team, LHMP Update Process, Public Outreach Effort, and Project Timeline
Aug 18, 2020	Prepare- Discussed: 1) relationship between EOPs and LHMPs, 2) FEMA Review Tool, 3) 2015 LHMP sections- Community Profile, Capabilities, Key Assets, and Hazards. Solicit feedback on draft LHMP sections
Sep 21, 2020	Existing Conditions- Discuss: 1) Key Assets, and 2) Hazards (Identification). Solicit feedback on draft LHMP sections
Oct 19, 2020	Existing Conditions- Discuss: 1) Key Assets, and 2) Hazards (Priority). Solicit feedback on draft LHMP sections
Nov 16, 2020	Existing Conditions- Discuss: 1) Hazards (Profiles, Priority). Solicit feedback on draft LHMP sections
Jan 14, 2021	Risk Assessment- Review of Hazard 1) Exposure, 2) Impacts, and 3) Prioritization. Solicit feedback on draft LHMP sections
Mar 16, 2021	Mitigation Strategies- Review of 1) Previous Projects, 2) Previous Goals/Objectives, and 3) Identification of New Projects
Apr 07, 2021	Mitigation Strategies- Discussion of 1) New Projects, and 2) Project Implementation Plan
May 25, 2021	Draft Plan- Review of draft LHMP; including Public Comments
Sep 16, 2021	*Draft Plan*- Review of Cal OES/FEMA Comments on draft LHMP. Discuss next steps

2.4 COMMUNITY STAKEHOLDER INVOLVEMENT

2.4.1 RECURRING COORDINATION

The City of Redlands attends and coordinates several meetings with community stakeholders focused on Emergency Management topics (i.e., response, recovery, mitigation, preparedness, prevention). Prior to the LHMP update process, the City leveraged these meetings to announce and discuss the City's intent to update its LHMP and solicit participation from stakeholder representatives. Many these stakeholder meetings are organized by San Bernardino County Fire Department Office of Emergency Services (OES). The San Bernardino County Fire Department OES leads the San Bernardino Operational Area (OA) efforts. It's role as lead is to support local governments response and recovery operations. The San Bernardino County Fire Department OES also encourages coordination across local governments and community stakeholders. Some of these efforts include:

- San Bernardino County OA Stakeholder Group- meetings focused on maintaining, coordinating, and updating the OA Multi-hazard LHMP and the individual city LHMPs
- Critical Route Planning Committee- has a committee that develops and validates countywide routes and alternate routes for use in evacuating residents from a disaster area while simultaneously allowing first responders' access into a disaster area without congestion and gridlock.
- California Governor's Office of Emergency Services Annual Exercise- coordinates the OA's participation in the exercise. The purpose for participation is to better prepare for regional, catastrophic events, ensuring an effective multi-agency/multi-jurisdictional response.

The City of Redlands also meets quarterly with the Voluntary Organizations Active in Disasters (VOAD) group. The San Bernardino County chapter of the VOAD group is a community network of non-partisan membership organizations that serves as the forum to share knowledge and resources to help communities prepare for and recover from disasters. Further, VOAD fosters efficient delivery of available member resources to persons with unmet needs affected by disaster.

At the local-level, the City of Redlands meets with faith-based organizations monthly. This group coordinates all faith-based organizations in the City of Redlands. The group supports positive interfaith relationships, enhance non-violent attitudes & behavior, support peace & promote goodwill in the Redlands Community. During Disasters this group supports the city not only in having volunteers, but also in being the emotional and religious support.

2.4.2 STAKEHOLDER MITIGATION RELATED PLANNING RESOURCES

To ensure consistency within the region, the City of Redlands Fire Department and its consultant ensured the Planning Team reviewed and was aware of the state HMP and several LHMPs from surrounding jurisdictions. This list included:

- State of California Hazard Mitigation Plan
- San Bernardino County Multi-Jurisdictional Hazard Mitigation Plan
- Yucaipa, City of
- Loma Linda, City of
- Colton, City of
- Riverside County Multi-Jurisdictional Hazard Mitigation Plan
- Calimesa, City of

While not technically considered a mitigation plan, the Planning Team also reviewed available Emergency Operations Plans (EOPs) and the General Plan Safety Elements from the jurisdictions above. The value of reviewing EOPs is to understand how the City of Redlands and other communities within the region will respond to events and the type of equipment and facilities they will be reliant upon. Gaining this perspective, the Planning Team was able to incorporate these considerations into its LHMP. Although there is a concerted effort to incorporate LHMP information into the General Plan Safety Elements, that is not always the case. A review of the Safety Elements can provide additional insight into hazards within the community and present a closer tie to community-wide goals and objectives.

2.5 PUBLIC OUTREACH

For the purposes of the LHMP, the public is defined as any person within the jurisdiction or adjacent areas, not part of the Planning Team, not acting in an official capacity of a recognized form or level of government. There were two (2) different Public Outreach campaigns used during the City of Redlands LHMP update process: the first informing the community of the efforts to update to the LHMP and the second educating the community of hazards and mitigation actions. Below is a summary of the campaigns:

2.5.1 LHMP AWARENESS CAMPAIGN

This campaign presents the strategy of how the City of Redlands engaged the public during the LHMP update process. A significant piece of the FEMA's LHMP guidance is to ensure the "*whole community*" is involved. A significant element of FEMA's "*whole community*" concept is the general public.

The public outreach strategy worked in conjunction with LHMP planning process and timeline. As the Planning Team completed critical milestones, key information was disseminated to the public for consideration and input. Because of the pandemic (COVID), there were limited options and opportunities to reach out to the public. All public outreach efforts were done virtually. The City of Redlands held two (2) public meetings: one (1) at the start of the project; and, one (1) at the end of the project. In between, there were a series of status update provided through the city website, keeping the general public aware of the progress and status of the project.

This outreach strategy shared information about the project kickoff, hazards and potential impacts within the community, current mitigation capabilities, and proposed mitigation actions. The information was shared through presentations, status updates, and handout materials, through meetings, social media platforms (Facebook, Twitter, Instagram, LinkedIn, Nextdoor), media (print, broadcast), and other announcements.

For the update process, the City of Redlands leveraged the existing City Disaster Council to engage the public. The Disaster Council holds regular, ongoing meetings with the public and its purpose was in alignment with the LHMP efforts. On October 8, 2020, the City of Redlands issued a press release, via email and the city website, announcing the LHMP as an agenda item for the October 26th Disaster Council meeting. The Disaster Council agenda is also disseminated to registered users and the general public.

A second Public Outreach meeting was held on April 26, 2021, to provide an overview of the draft LHMP; a meeting announcement went out the beginning of April. The presentation informed the community of the LHMP planning process and the hazards included in the LHMP. The presentation presented an overview of the chapters in the LHMP, highlighting the proposed mitigation actions; inviting the public to review and submit comments on the draft LHMP.

Attendance at the Public Outreach meetings were good considering the challenges from the COVID-19 pandemic and competing priorities. In addition to the COVID-19 pandemic, the community has faced regional wildfires. Presentations were prepared for each meeting to inform the public on mitigation, the LHMP update planning process, and to walk the public through the LHMP content. During the meetings, some comments were received, most requesting clarification of the presentation material. The draft LHMP was made available to the public through the City of Redlands website. The website also provided a function that allowed the public to submit comments on the LHMP after their review. The Planning Team received minor comments during the Public Outreach review period, one requesting to simplify the

material for public use (NOTE: The Planning Team already identified a Mitigation Measure/Action to create mitigation material for public outreach/education purposes). All comments were shared with the Planning Team; and revisions were incorporated into the LHMP where appropriate. The public announcements and presentations for both meetings can be found in **Appendix 4**.

2.5.2 MITIGATION AWARENESS CAMPAIGN

Over past few years, the City of Redlands established both regular meetings and ad hoc meetings/events to educate and exchange information on mitigation within the city. The regular meetings involve the re-establishment of the Disaster Council. The Disaster Council consist of existing groups that support a strong team merging sectors of the community including elected officials, emergency management, first responders, volunteer services, major industry and commercial, healthcare and education. The Disaster Council meets quarterly. Ad hoc meeting/events consist of events run by the city or others that may provide opportunities to share and exchange information about mitigation. The City organized and/or participated in a number of initiatives to inform the public of hazards in the community and discussed possible mitigation actions. The City sponsors and staff information booths at local events, encourages Community Emergency Response Team (CERT) training, and participates in several regular community-based stakeholder and public meetings. The CERT training helps the City educate citizens about hazards and train citizens to be self-sufficient following a major disaster, while staffing information booths provide City staff with the opportunity to provide literature and handouts pertaining to mitigation strategies and emergency and disaster preparedness. The City has also used surveys in the past to determine the level of knowledge local citizens already have about potential disasters and assess areas of vulnerability to various types of disasters. The City also leverages its social media platforms (Facebook, Twitter, Instagram, LinkedIn, Nextdoor), media (print, broadcast), and other general public announcements to disseminate vital information about hazards in the community, relevant programs being undertaken to safeguard the public from the effects of hazards, and actions the public can take to prepare themselves for events.

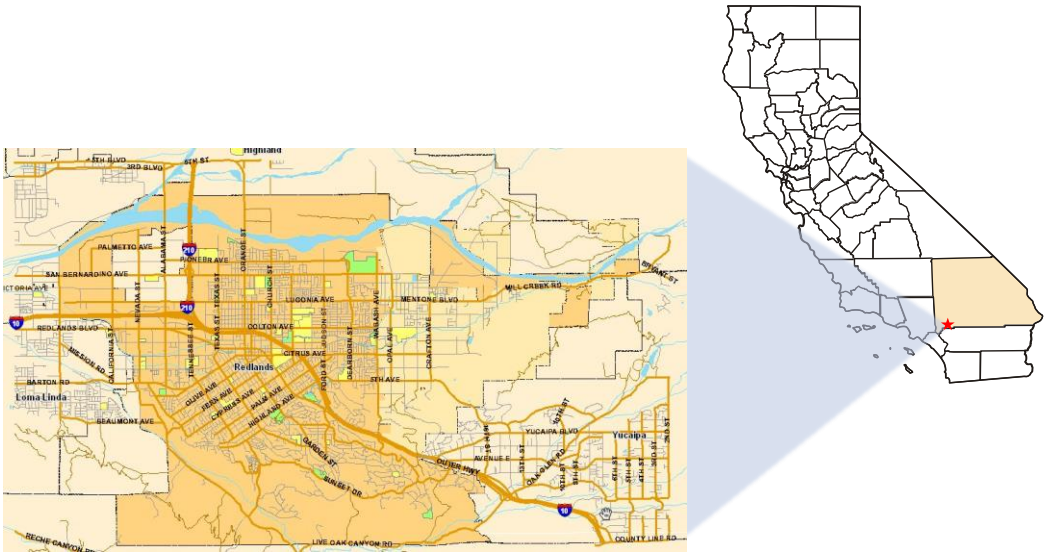
3 COMMUNITY PROFILE

The purpose of this section is to present an overview of the City of Redlands, providing the Planning Team with a common understanding of the existing conditions and perspective on select aspects within the community. Gaining a common understanding of the existing conditions provides the basis on which the Planning Team can assess the impacts of hazards, as well as, identify needed mitigation actions.

3.1 LOCATION

The City of Redlands is located at the base of the San Bernardino Mountains in southwestern San Bernardino County, eight (8) miles east of the City of San Bernardino, sixty-three (63) miles east of the Los Angeles metropolitan area, and one-hundred- ten (110) miles north of San Diego (**Figure 3.1**). The City of Redlands planning area covers approximately 46 square miles. The planning area covers the City of Redlands (approximately 37.5 square miles), the City's Sphere of Influence (SOI), and an unincorporated County island (referred to as the "Donut Hole). The SOI is represented in light gold (east of the City of Redlands) and the Donut Hole in tan (northwest portion of the City of Redlands) on Figure 3.1.

Figure 3.1- City of Redlands


Redlands
Loma Linda
Yucaipa
SAN BERNARDINO AVE
REDLANDS BLVD
COLTON AVE
CITRUS AVE
5TH AVE
BARTON RD
BEAUMONT AVE
YUCAIPA BLVD
MILL CREEK RD
MENTONE BLVD
LUGONIA AVE
PALMETTO AVE
PIONEER AVE
ORANGE ST
CALIFORNIA ST
NEW YORK ST
TEXAS ST
ALABAMA ST
NEVADA ST
OLIVE AVE
ORANGE AVE
CITRUS AVE
5TH AVE
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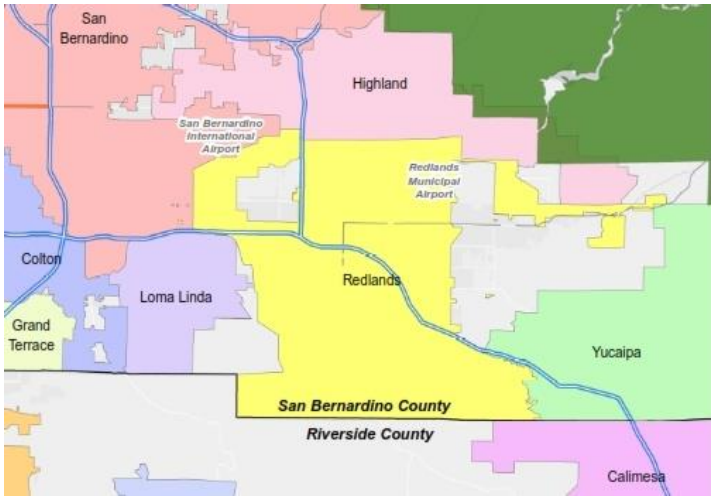
CITRUS

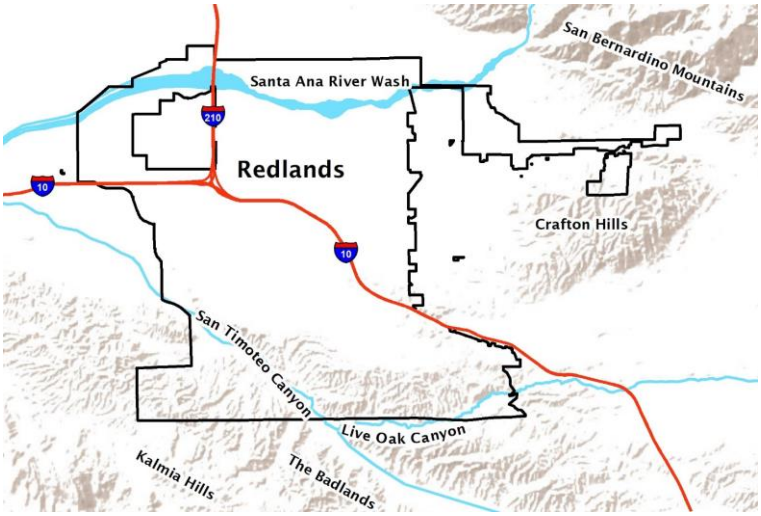
Figure 3.2- Surrounding Jurisdictions to the City of Redlands



3.2 GEOGRAPHY

The City is located in what is known as the East Valley Corridor of the Inland Empire. Surrounding physical features include the San Bernardino Mountains (11,503 feet in elevation) and the Santa Ana River (and/or wash) located on the valley floor at the base of San Bernardino Mountains to the north, the Crafton Hills (3,297 feet in elevation) to the east, and San Timoteo Canyon, the Badlands Mountain range- 2,520 feet, the Kalmia Hills- 2,405 feet and Live Oak Canyon (at base of the San Timoteo Badlands Mountain range) to the south (**Figure 3.3**). Interstate 10 (I-10) freeway which bisects the City east to west, stretches from the Pacific Ocean to Atlantic Ocean; and courses through the major cities of Los Angeles, Phoenix, San Antonio, Houston, Baton Rouge, Mobile, and Jacksonville. The City is also served by State Route 210 which intersects with I-10 Freeway close to the west City limit.

Figure 3.3- Physical Features Around the City of Redlands



There are two (2) principal streams that drain into the City of Redlands, each of presents identifiable flood hazards at peak flows:

- **Santa Ana River/Mill Creek**- The Santa Ana River/Mill Creek emerges from its mountain canyon 5 miles northeast of Redlands, spreads out in shallow, braided channels more than a 1.5-mile-wide wash, mantled with fluvial debris. In 1965, 1966, 1969, 1976, 1980, 1992, 1993, and 1995 the flood waters from the upper regions of the Santa Ana River/Mill Creek were responsible for extensive damage to Orange Street and Alabama Street, ranging from washouts from five to six-foot high flood waters, to extensive, permanent damages from uncontrollable runoff from the upper regions of the San Bernardino mountains.
- **Mission Zanja,** *also known as Mill Creek Zanja and Mission Storm Drain*- The Mission Zanja was constructed for water supply in 1819. Diverting water from Mill Creek, the Zanja carried water for 12 miles to support the San Bernardino Assistance and surrounding farms and ranches. Today, as it traverses an east/west direction, the Zanja drains major portions of the City through various storm drain systems. During significant storm periods, the Zanja poses a serious threat to the community, and is presently being studied by the U. S. Army Corps of Engineers to determine if Corps funding might be available for design and construction of facilities to remove the flood hazard. The Mission Zanja, from the 2800 block of Mentone Boulevard to the west edge of Sylvan Park, is a designated landmark, and part of the National Register of Historic Places.

3.3 HISTORY

Once part of the Spanish Mission lands, Redlands was incorporated in 1888 following an influx of wealthy easterners and mid westerners. Early settlers brought their cultures, traditions and treasures, adding to the City's reputation as a cultural and educational community. Agriculture prospered with the navel orange and many citrus groves still surround Redlands today. More than a hundred years ago the seed which became the city of Redlands was planted by two young Easterners who shared a dream of an idyllic agricultural and residential community.

Redlands was the shared dream of Frank E. Brown, a civil engineer and Yale graduate, and E. G. Judson, a New York stockbroker, who met in Southern California in late 1870's. Naming their Redlands colony for the color of the adobe soil, the two busily laid out a city, brought water from the mountains to the community, introduced the newly discovered Washington navel orange, and recruited settlers. It wasn't long before Redlands proudly proclaimed itself the Navel Orange Capital of the World.

One group of early settlers called itself the Chicago Colony and created what is now the downtown business district. They named the principal shopping street for State Street in Chicago.

In 1889, twins Alfred H. and Albert K. Smiley came to Redlands, and the town was changed forever. The Smiley brothers, well-known educators and resort owners from New York, established a tradition of philanthropy with their donation of the A.K. Smiley public library and park in 1889. Two decades later, the Clarence G. Whites gave the Prosellis at the Redlands Bowl, and Robert Watchorns built the Lincoln Shrine next to the library. These and many others built a city that was known as the "Jewel of the Inland Empire."

The interval from 1920-1930 was another period of growth and prosperity, largely due to the citrus industry. The town's other "industry," the University of Redlands, expanded as well and a general increase in population occurred. Another regional contributor was the establishment of Norton Air Force Base, which remained an active military facility until 1994. Because of Redlands' historic and cultural heritage, the City attracted many commissioned military personnel as residents. The closure of Norton Air Force

Base, coupled with a declining economy beginning in 1990, had a negative impact on the City's economic stability.

3.4 CLIMATE

Redlands' climate is typical of Southern California inland areas. Residents of the City experience mild winters, low annual rainfall, and prolonged, dry summers. (**Table 3.1**)

Table 3.1- Average Temperature and Precipitation in Redlands

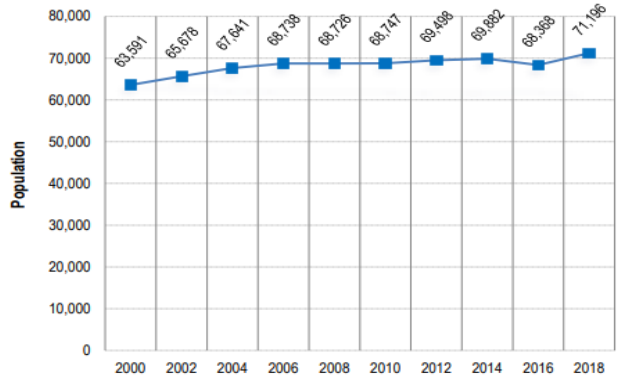
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Max Ave Temp (F)	64.7	66.1	69.1	73.7	78.5	86.7	94.5	94.2	90.1	81.0	72.7	65.8	**78.1**
Min Ave Temp (F)	39.3	41.3	43.6	46.8	51.1	55.2	60.3	60.6	57.6	51.2	44.0	39.6	**49.2**
Precipitation (in.)	2.72	2.66	2.29	1.18	0.48	0.11	0.06	0.15	0.29	0.69	1.13	1.80	**13.55**

3.5 DEMOGRAPHICS

According to the U.S. Census Bureau 2019 estimate, the total population of San Bernardino County is approximately 2,171,600 people. Most of the County's population is in the valley areas located in the southwestern portion of the County. The County's population has grown by approximately 121,690 people (6.4%) since the 2010 population of 2,040,910 persons. This rate of growth was relatively slower than the population growth in three neighboring Southern California counties (Riverside County with 11.3%, San Diego County with 7.7%, and Kern County with 6.6%), but much higher than the next three other counties in (Los Angeles County with 2.88%, Ventura County with 3.13%, and Orange County 5.62%).

The population in City of Redlands is estimated to be 71,513 (US Census, 2019 estimate), slightly up from the 2018 estimate of 71,196. The City of Redlands 2019 population estimate represents approximately 3.3% of the population residing within San Bernardino County. The City of Redlands population has increased approximately 12% since 2000; lower than the population growth in the San Bernardino County (27.2%) over the same period. The historical population estimates for the City of Redlands are shown in **Figure 3.4**.

Figure 3.4- Historical Population Estimates for the City of Redlands, 2000-2018



Source: California Department of Finance, E-5, 2000-2018

Below are some additional relevant population statistics from the 2019 U.S. Census estimate for the City of Redlands:

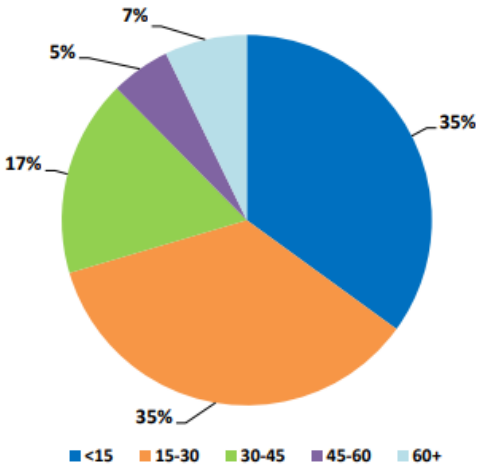
- 22.9% under 18 years old
- 15.4% over the age 65
- 61.7% between the ages of 18 and 65
- 25.5% reported speaking a language other than English at home
- 88.9% over the age of 25 are high school graduates
- 38.6% have attained a Bachelor's Degree or higher
- 6.9% over the age of 65 with a disability
- $72,523 median household income
- 13.6% living below the poverty level

In addition to the above information, the Planning Team reviewed information from Southern California Association of Government (SCAG). In 2008, SCAG initiated the Local Profiles which provided a variety of demographic, economic, education, housing, and transportation information about each member jurisdiction and are updated every two years. The SCAG region includes six counties (Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura) and 191 incorporated cities. In addition, the SCAG region is a major hub of global economic activity, representing the 16th largest economy in the world, and is considered the nation's gateway for international trade with two of the largest ports in the nation. Below is some information from the SCAG Local Profile for the City of Redlands (2019):

- 26,973 Housing Units in the City of Redlands (or 3.7% of San Bernardino County)
- 57.5% own their homes, and 42.5% rent
- Mean drive time to work in the City of Redlands is 22.8 minutes (compared to 30.9 minutes for San Bernardino County)

According to the US Census American Community Survey (2017), 70% of the City of Redlands population commute over 45 minutes to work (**Figure 3.5**)

Figure 3.5- Travel Time to Work (minutes) City of Redlands



3.6 ECONOMY

According to the SCAG report, the total number of jobs in the City of Redlands is 41,610 (or 5.4% of jobs located in San Bernardino County). The total number of jobs in the City of Redlands reflects a 2.5% decrease (1,049 jobs) from 2007 (**Figure 3.6**). A more detailed breakdown of the jobs in the City of Redlands is depicted in **Figure 3.7**. Below is a summary of some of the larger losses in job sectors since 2007:

- Manufacturing: 1,204 jobs in 2017(a 40.4% decrease)
- Construction: 1,619 jobs in 2017 (a 42.3% decrease)
- Retail: 4,621 jobs in 2017(a 17.7% decrease)
- Professional/Management: 4,510 jobs in 2017 (a 56.7% decrease)

Figure 3.6- Total Number of Jobs in the City of Redlands- 2007-2017

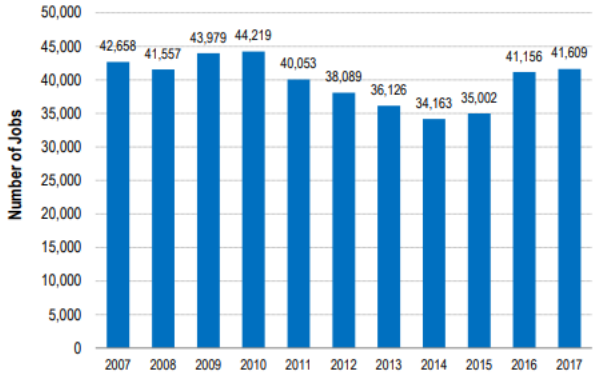
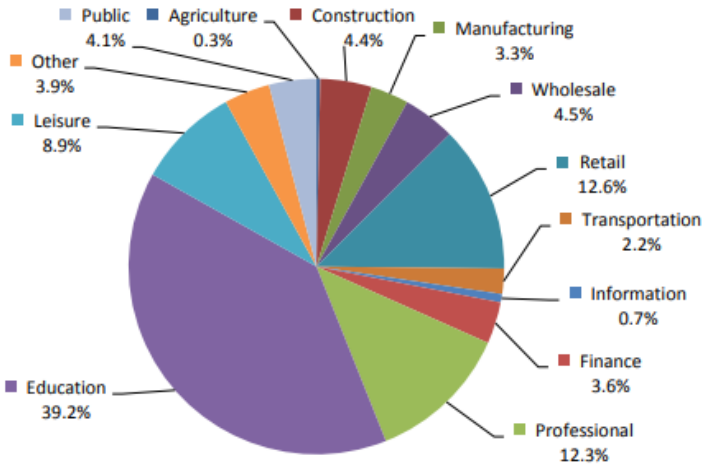


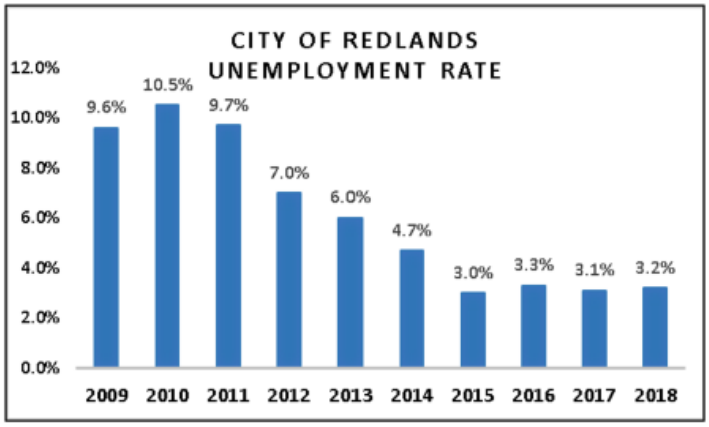
Figure 3.7- Total Number of Jobs in the City of Redlands- 2007-2017



As presented in the Comprehensive Annual Financial Report, The City of Redlands' economy is based largely in the service and trade sectors (health care, retail trade, technology, and education) and light manufacturing. Since 2007-2008, the vacancy rate for industrial and manufacturing space has declined significantly as the City expanded its manufacturing and industrial base. This growth has added to the relative stability of the unemployment rate over the years since the 2007-2009 economic recession.

During that time the unemployment rate rose to a high in 2010 of 10.5%, declining in the following years to reach 3.2% by 2018 (**Figure 3.8**).

Figure 3.8- Unemployment Rate, City of Redlands



3.6.1 MAJOR EMPLOYERS IN REDLANDS AND SURROUNDING VICINITY

Major industries with headquarters or divisions located within the City's boundaries (or in close proximity) include computer technology manufacturers, electrical controls, several financial and insurance institutions, and educational institutions. Within the "Donut Hole"- the unincorporated 1,100-acre island of parcels, located in the northwestern portion of the city, a number of large warehouse distribution centers were developed over the past several, alongside a variety of retail establishments. Major employers in the City and the Donut Hole are presented in **Table 3.2**.

Table 3.2- Major Employers

Employer	Number of Employees	
	City	Donut Hole
Environmental Systems Research Institute (ESRI)	2,650	
Redlands Unified School District	2,108	
Redlands Community Hospital	1,600	
Beaver Medical Group	1,022	
Burlington Coat Factory		806
University of Redlands	593	
Amazon Fulfillment Center		500
Citrus Plaza Shopping Center		250-500*
Mountain Grove Shopping Center		250-500*
City of Redlands	467	
Target		400
Loma Linda University	374	
Caddo Hardware		280
Amazon Fulfillment Center	250	
Walmart	230	
Kohls		225
Garner Holt Productions, Inc.	100-200*	
JCPenney		150
Redlands Christian Schools	100-150*	
Becton Dickson Distribution		100

*- Denotes an estimate of the number of employees

3.7 LAND USE

Land Use in the City of Redlands is guided by the General Plan, Zoning Laws, and Municipal Building Codes. The Land Use element of the General Plan supports opportunities to create a cohesive and attractive image for each district and neighborhood. The City of Redland's Land Use Plan includes three related parts: 1) description of allowed land uses; 2) overlay districts; and 3) the location of allowed land use. **Table 3.3** provides a summary of the permitted Land Uses and the maximum density.

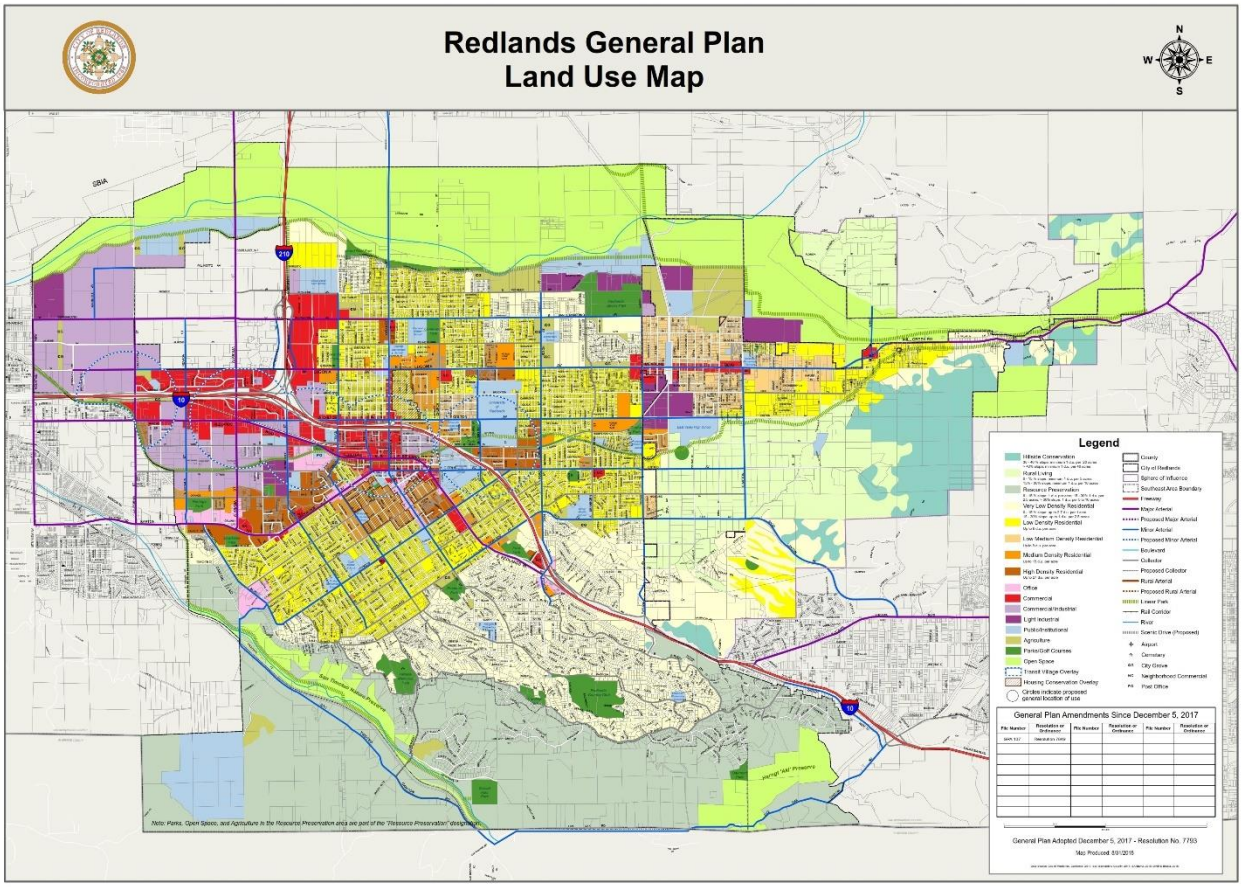
Table 3.3- Land Use Categories

Land Use	Maximum Density
Residential	
Rural Living	*0.2 dwelling unit/gross acre*
Very Low	*2.7 dwelling unit/gross acre*
Low	*6.0 dwelling unit/gross acre*
Low Medium	*8.0 dwelling unit/gross acre*
Medium	*15 dwelling units/gross acre*
High	*27.0 dwelling units/gross acre*
Office, Commercial, Industrial	
Office	
General	*.40 Floor to Area Ratio*
Downtown Redlands	*2.0 Floor to Area Ratio*
East Valley Corridor	*.90 Floor to Area Ratio*
Commercial	
General	*.30 Floor to Area Ratio*
Downtown Redlands	*2.0 Floor to Area Ratio*
East Valley Corridor	*.60 Floor to Area Ratio*
Industrial	
General	*.45 Floor to Area Ratio*
Downtown Redlands	
East Valley Corridor	*1.20 Floor to Area Ratio*
Agriculture and Hillsides	
Agriculture	*Single family residence; based on zoning*
Hillside Conservation	*1 dwelling unit/20 & 40 acres depending on slope*
Resource Preservation	
Public and Open Space	
Public/Institutional	*Between 1 dwelling unit/1 & 10 acres depending on slope*
Parks/Golf Course	
Open Space	
Planned Development (PD)	*Various*

3.7.1 POTENTIAL LAND USE

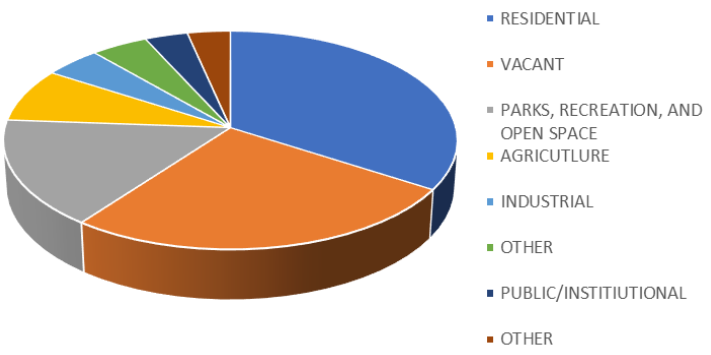
The Land Use in the City of Redlands consists of the following categories: Agriculture; Commercial; Industrial; Office; Residential; Public/Institutional; Vacant; Parks; Open Space, and Recreational; and other (airport, utilities, parking lots, and water). As presented in the City of Redlands General Plan, the proposed distribution of the land uses within the City limits can be seen in **Figure 3.9**.

Figure 3.9. General Plan Land Use Map



According to the City of Redlands General Plan, the breakdown of Land Use in the Planning Area (**Figure 3.10**) includes: Residential (30%); Vacant (23%); Parks, Recreation, and Open Space (14%); Agriculture (7%); Industrial (4%); Other (4%), Public/Institutional (3%); and Commercial (3%).

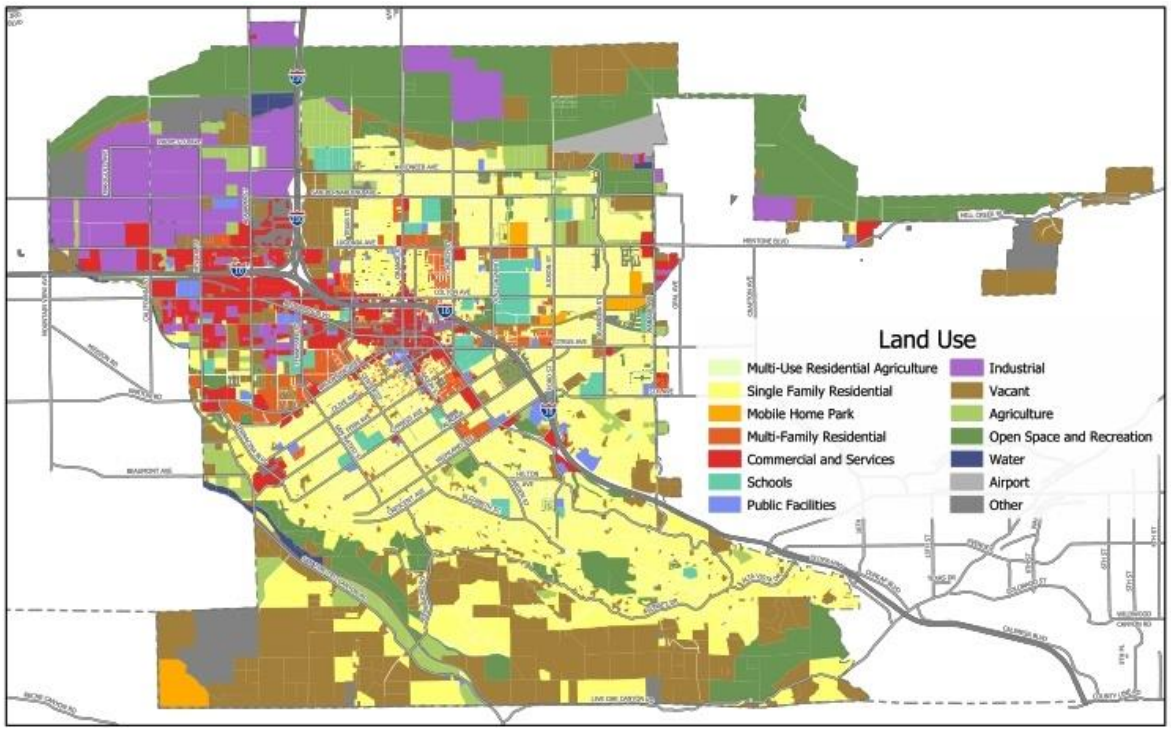
Figure 3.10- Land Use Distribution



3.7.2 EXISTING LAND USE

While the General Plan Land Use illustrates potential buildout of the City, **Figure3.11** depicts the current, existing Land Use within the city.

Figure 3.11- Existing Land Use Map



The LHMP, also leveraged information from the FEMA-sponsored San Bernardino County Essential Facilities Risk Assessment (*SBEFRA*) project. The *SBEFRA* project improved Hazus model default data to better reflect what was currently "on-the-ground" and use it for flood and earthquake loss estimation analysis (damage) and exposure assessment for wildfire. **Table 3.6** presents the "*improved*" Hazus data for City of Redlands.

Table 3.6- Improved Hazus Default Data- City of Redlands

Building Stock	Building Count	Building Replacement Value ($1,000)	Contents Replacement Value ($1,000)	Building Sq. Ft. (1,000 Sq. Ft.)
Residential	19,661	$4,586,535	$2,293,253	39,193
Commercial	790	$2,000,690	$2,077,158	20,969
Industrial	116	$154,116	$231,174	2,020
Other	524	$449,264	$219,703	2,817
TOTAL	**21,091**	**$7,190,605**	**$4,821,288**	**64,998**
Concrete	223	$572,025		
Mfg Housing	1,039	$47,818		
Precast Concrete	99	$388,399		
Reinforced Masonry	398	$617,472		
Steel	142	$264,195		
URM	59	$73,705		
Wood Frame (Other)	990	$1,406,583		
Wood Frame (SFR)	18,141	$3,820,407		
TOTAL	**21,091**	**$7,190,605**		

3.7.3 DEVELOPMENT TRENDS

Limited incremental growth has occurred within the City of Redlands since the adopted 2015 LHMP. All development occurring over the past few years was constructed in accordance with all local land use, building codes, zoning, and environmental requirements, and applicable State and Federal regulations. Because of the limited growth and rigorous project review over the past five (5) years, there have been no changes to the community's vulnerability.

Because much of the City of Redlands has already been developed, no significant growth is anticipated over the next five (5) years. Projected development is expected to be for small infill and redevelopment projects, not of any significant scale. Many of these sites are concentrated in the East Valley Corridor and Transit Village areas. The City has prepared Specific Plan for both of these areas to ensure measured and safe development.

According to the 2035 General Plan, the projected population at buildout in the City of Redlands is 79,013 persons, with an additional 14,611 persons in the Sphere of Influence (SOI) outside the city's current boundaries. Buildout projections in the 2035 General Plan only factor in the potential maximums based on Land Use and Zoning designations; it does not consider other factors that may limit growth (e.g., downturn in the economy, building material shortages, etc.). At full build-out by year 2035, the General Plan suggests that there may be the following additional types of development: 4,703 new residential structures (2,676 in the City and 2,027 in the SOI); up to 3,135,379 square feet of additional commercial development; up to 300,704 square feet of additional office development, up to 2,943,653 square feet of commercial/industrial development; up to 1,599,503 square feet of additional industrial development; and up to 115,815 square feet of additional public/institutional development. The new 2035 General Plan generally encourages new development to occur on infill lots in core areas of the city (e.g., the Transit

Villages Concept), thereby trying to avoid unrestrained expansion or sprawl around the city's periphery (such as new residential subdivisions in hillside, open space, and high fire hazard areas).

Whether the projections are realized or not, all future development proposed for the City of Redlands will continue to be reviewed to ensure compliance with all relevant land use and zoning regulations, building codes and fire codes, and environmental and engineering standards. Additionally, the LHMP will be referenced during the review of proposed development projects to assess exposure (or risk) to community hazards. The LHMP will also serve as a reference for any suggested mitigation measures to reduce and/or eliminate risk from those hazards.

3.8 KEY ASSETS

A subset of the general building stock are key buildings the City will rely on when responding to and recovering from disaster events. Because of the role and importance of these facilities, the City needs to ensure the facilities are maintained and will be functional during and after disasters. Also, part of these key assets are systems and equipment used to perform certain functions and/or operations. The list of key assets includes, but are not limited to: Police Stations, Fire Stations, City Hall, Water facilities, Hospitals/Medical facilities, airports, Community Centers, Corporate Maintenance Yards, Library and, Schools. A list of Key Assets can be found in **Appendix 5**.

4 CAPABILITY ASSESSMENT

The purpose of this section is to capture the different resources available to the City of Redlands in support of mitigation. In an effort to efficiently demonstrate these resources, the section has been organized by: Personnel Resource; Mitigation Governance Resources; Technical Resources; and, Fiscal Resources.

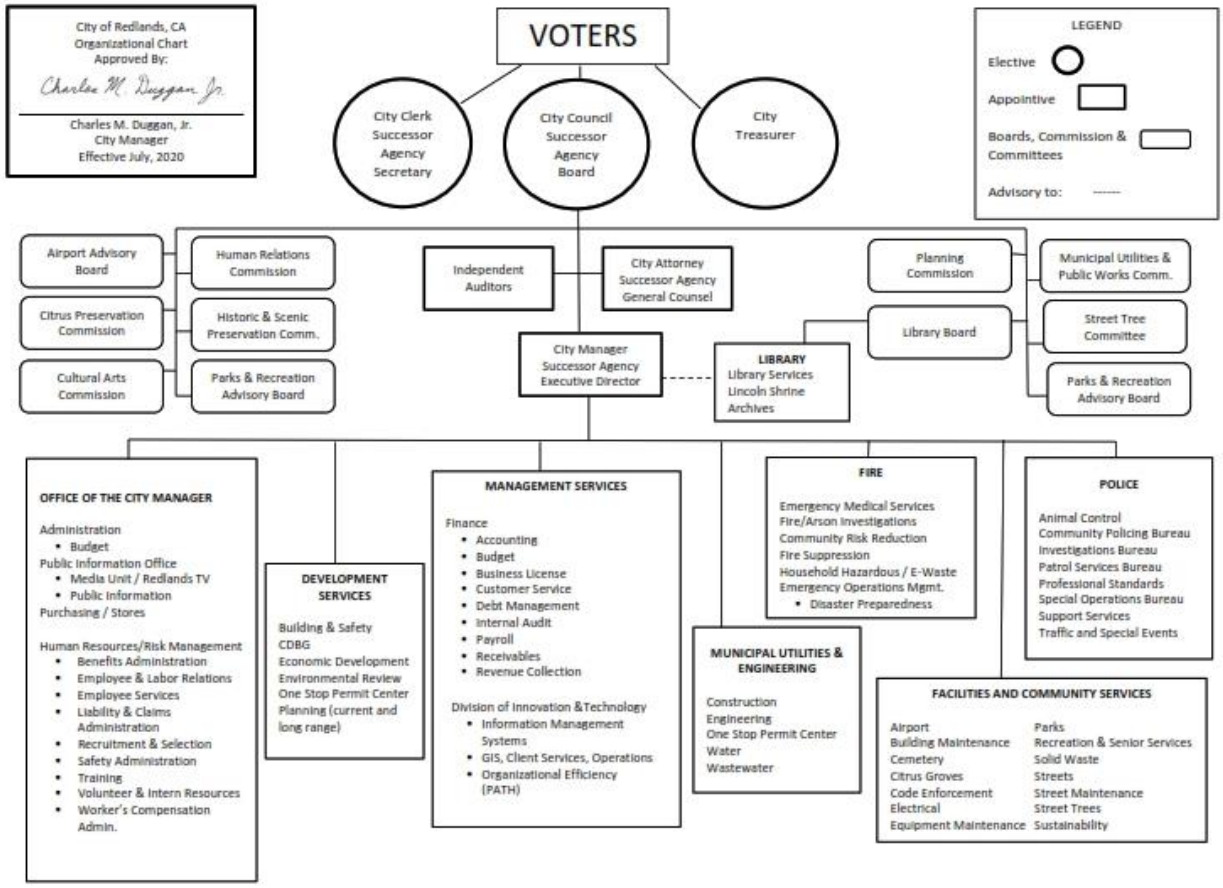
4.1 PERSONNEL RESOURCES

This sub section demonstrates the City of Redlands capability to dedicate and/or assign, long-term or short-term, workforce to mitigation efforts. There are four (4) primary ways the City of Redlands can provide personnel resources: directly from the City of Redlands government workforce; through Contracts, through Volunteer organizations; through Mutual Aid; and, through Partnerships.

4.1.1 GOVERNMENT

The City of Redlands is a full service, general law city. The major services provided include: Police, Fire, Water, Wastewater, Solid Waste, Engineering, Public Works and Community Development. The City is governed by a five-member City Council, who also chair several Boards, Committees, and Commissions. The City Council is support by the City Clerk's Office, the City Treasurer, and the City Manager. The City Manager oversees the Office of the City Manager staff, Development Services, Management Services, Municipal Utilities & Engineering, Fire, Facilities and Community Services, and Police. The organization structure of the City of Redlands is depicted in **Figure 4.1**.

Figure 4.1- City of Redlands Organizational Structure



While each City department plays a role with regard to emergency Preparedness and Response, not all have a role in Mitigation. The City of Redlands has an established Emergency Management Division under the Fire Department. Below is a summary of the City departments and their role:

- **Office of the City Manager**- The Office of the City Manager oversees the city departments and administers the day-to-day operations of the city. The Office of The City Manager is responsible for maintaining and updating the City's Administrative Policies and Procedures (CAPP) Manual. The policies and procedures contained within CAPP Manual reflect not only the City's values as an employer, but also convey the standards that the City has for its employee. The Office of Human Resources and Risk Management, Public Information Office, and Purchasing are also part of the Office of the City Manager.
  - *Office of Human Resources and Risk Management*- The Office Human Resources and Risk Management supports the over 500 full and part-time employees to provide the highest quality of service to the local community. The Risk Management Division maintains a set of operating principles that serve as the foundation for how we interact with residents, colleagues, employees and other stakeholders.
  - *Public Information Office*- The Public Information Officer (PIO) is responsible for the regular dissemination of public information about the City of Redlands to the media. The PIO hosts press conferences, writes press releases and articles for publication in magazines and newsletters and helps coordinate public events. The Public Information Officer also oversees

the City's Government Access cable TV channels 3 (Spectrum customers) and 35 (Verizon customers). The Public Information Office includes the Redlands TV video unit, which produces original programming regarding municipal services for Redlands TV

- *Purchasing*- City of Redlands Purchasing Division serves as the central acquisition point for equipment and services. The Central Warehouse provides all types of commodities to all City departments. The Division is the sole authority for the purchase of supplies, services or equipment. This division also handles items declared as surplus for redistribution, sale or disposal per the City Municipal Code.

- **Development Services**- The Development Services Department provides quality service to customers through professionalism, integrity and the efficient use of resources. The Department endeavors to enhance and protect the urban and natural environment of the city helping to ensure that Redlands remains an ideal place to live and work. Functional divisions include: Building and Safety; Economic Development; and, Planning.
  - *Building & Safety*- conducts building inspections, plan review and permit processing
  - *Economic Development*- business attraction and retention, workforce development and tourism promotion
  - *Planning*- land development, application review, general plan, specific plan, long-range planning and historic preservation) as well as the administration of the Community Development Block Grant (CDBG) Program
- **Management Services**- The Management Services/Finance Department is comprised of the divisions of Finance, Revenue, Utility Billing Customer Service, Geographic Information Systems (GIS) and Innovation & Technology
  - *Finance Division- performs the functions of administration, accounting and budgeting, payroll, accounts payable and accounts receivable. Other responsibilities of the division include administration of all City related debts/bonds, preparation of regular financial analysis, responsibility for the annual budget process and spending oversight, performance of periodic internal audits of City operations, as well as coordination of the City's annual audit and preparation of all related reports as required by law.*
  - *Revenue- responsible for the collection of all fees, taxes and penalties owed to the city, safekeeping of the funds invested, and deposited in various financial institutions.*
  - *Utility Billing Customer Service- provides accurate and timely billing for water, wastewater, solid waste, street cleaning and household hazardous waste services. In addition to providing billing services, the Customer Service Division is a cross-functional team that provides assistance to customers for information on their utility bill.*
  - *Innovation & Technology*- includes both the Information Technology (IT) and Geographic Information Systems (GIS)
- **Municipal Utilities & Engineering**- is organized into several divisions which include capital improvement engineering services, land development engineering, water and wastewater operations and maintenance and utility administration. Municipal Utilities & Engineering (MUED) plans, designs and constructs Redlands' physical infrastructure for the residents and businesses in the City, making it a desirable place to live, work, and visit. MUED is responsible for delivering the following services to the City's residents and businesses:
  - *Utility Operations: water production and distribution; non-potable water distribution; and wastewater collection, treatment, and disposal*
  - *Engineering review and inspection of development proposals for compliance with State and City codes, standards, and other governmental requirements relating to land subdivisions, grading, drainage, and improvements within the City right-of-way*

- *Management, rehabilitation, and replacement of infrastructure such as water mains, sewer mains, storm drains, streets, and traffic signals to provide reliable service to the community*
- *Development and construction of new public facilities to protect and enhance Redlands' livability*
- *Floodplain Management- administrators of the National Flood Insurance Program (NFIP)*

- **Fire**- mission is to provide a safe, professional and courteous team that strives to exceed the expectations of the community and our organization. This mission requires our members to be part of a capable, aggressive, all-risk fire department that is focused on "Preserving the Past and Protecting the Future" of those we serve. The Fire Suppression & Operations Division of the Fire Department is responsible for putting out fires, emergency rescues and medical emergency response.
  - *Hazardous Materials Response Team*- consists of eighteen (18) active members, with ten (10) members trained to the "Specialist" Level, and eight (8) members trained to the "Technician" Level. All trained personnel are also members of the San Bernardino County Inter-Agency Hazardous Materials Response Team, and respond countywide, through a countywide mutual aid agreement. Personnel maintain their skills by attending monthly training sessions. Redlands is covered by the LEPC for California Region VI (CA05), located in Hemet. The City is a member of a Countywide Hazardous Materials Response Team. As a part of this, all City of Redlands Fire Department field employees are trained in Hazardous Materials First Responder Certifications. The Countywide team would provide a response if the level of hazard were above the certified level of City Staff. From there, the County Hazardous Materials response team would provide for the evacuation, mitigation and facilitation of cleanup efforts in the event of an accidental release of hazardous materials.
  - *Community Risk Reduction*- Operating under the direction of the Fire Chief, and guided by the California Fire Code (CFC), the goal of the Fire Prevention Division is to safeguard the community from fire through programs ensuring adherence to fire regulations, public education, and mitigation.
  - *Emergency Management*- Emergency Management coordinates all activities related to disaster planning, response, recovery and mitigation (Ord. 2639 § 1, 2006: Ord. 2485 § 3, 2002). The Emergency Management's focus under mitigation is identifying, analyzing potential hazards, and recommending appropriate countermeasures.
- **Facilities and Community Services**- ensures residents, businesses and visitors enjoy City services and facilities including parks, recreation and senior services, trees, City-owned groves, solid waste removal and recycling, code enforcement, the maintenance of street lights, traffic signals and streets as well as oversight of the Downtown area, Redlands Municipal Airport and Hillside Memorial Park Cemetery. All services and support are coordinated under comprehensive Green Initiatives.
  - Citrus Division- The City's citrus operation operates as an enterprise fund. The revenue received from the harvesting of the crops is used to continue the care of maintenance of the groves. The City of Redlands owns 21 citrus groves throughout the city totaling 184 acres. They include Valencia Oranges, Navel Oranges, Ruby Star Grapefruit, and Rio Grapefruit
  - *Code Enforcement*- The Code Enforcement Division is dedicated to enhancing the quality of life for the residents of Redlands by enforcing local Building, Zoning and Public Nuisance Ordinances. This Division is responsible for enforcing codes which address public health and safety issues, including regulations related to rubbish, garbage, specific nuisances, removal of vegetation, zoning, housing, dangerous buildings, and inoperable and unlicensed vehicles on

private property. Enforcement actions are taken in response to requests for action received from residents.

- *Solid Waste & Recycling Services*- currently services over 20,000 customers for solid waste, green waste, food waste, and recycling services. The Solid Waste Division is seeking new technologies and services which will not only preserve our environment, but provide more efficient and economical collection, recycling, and disposal of waste materials, while meeting all health, safety, and regulatory requirements. In addition to this service, the Division also provides roll-off services for the entire City of Redlands.
- *Streets & Lights Division*- provides general maintenance and repair of 314 miles of street, 90 miles of storm drains, 72 City-owned traffic signals, approximately 5,000 City-owned street lights and routine street sweeping services on public roadways within the City
- *Street Trees*- maintains approximately 53,875 tree sites located within the City's right-of-way. The Trees Division, in partnership with the Redlands Street Tree Committee, is dedicated to the continued enhancement, maintenance, and care of this living asset.
- *Building Maintenance Division*- performs both routine maintenance and emergency service for all City-owned facilities. The Division consists of three (3) full-time and one (1) part time positions and provides a wide range of building maintenance functions maintenance services to approximately 385,000 square feet of City facilities. The Division also administers contracts for various vendors to provide ongoing and/or specialized maintenance services.

- **Police**- dedicated to bolstering the public's trust through accountability to high standards of performance, ethics, transparency, and professional conduct. Strives to serve the community in a fair and just manner.
  - *Community Services Bureau*- reaches out to the residential and business communities to establish and maintain cooperative relationships that keep the City of Redlands a safe and enjoyable community
  - *Traffic Safety Unit*- focuses on Traffic Education, Moving Violations, and Parking Citations. The Patrol Services Bureau is comprised of Patrol, Custody, and the Field Training and Evaluation Program
  - *Special Services Bureau*- is comprised of the following specialized units: Investigations Unit, Multiple Enforcement Team (MET), Street Enforcement Team (SET), Crisis Negotiations Team, K-9 Unit, and the Special Weapons and Tactics (SWAT) Team
  - *Support Services Bureau*- offers a wide variety of services that provide a vital link between the community and public safety personnel within the Police Department and other law enforcement agencies

4.1.2 CONTRACTORS

The City of Redlands is able to hire contract employee. A contract employee is an individual retained by the City for a predetermined time and price. Benefits of hiring contract employees include:

- Ability to hire workers for short-term projects, on an as-needed basis
- Ability to hire highly skilled individuals for which there is no one in-house qualifications
  - *usually little to no downtime as noticed with onboarding new staff*
- Lower overhead operating costs
  - *do not need to pay taxes (social security, workers compensation) or provide benefits (unemployment, health, sick leave, vacation time, retirement or profit sharing)*
  - *usually do not need to provide office space or equipment*

Disadvantages of hiring contract employees include:

- May work for several employers simultaneously and may not be available when needed
- Integrating with City staff can be difficult because of remote working and unfamiliar with city organization and resources

4.1.3 VOLUNTEERS

The City of Redlands has the ability to leverage volunteer workers. A volunteer worker generally means anyone who agrees to work for free, California labor laws narrow in on a more specific definition of a volunteer. According to California Labor Code Section 1720.4, which defines volunteering in California labor law, an individual must perform services freely and without coercion for a civic, humanitarian or charitable purpose to be considered a volunteer. To legally volunteer, an individual must offer her services to a public agency or nonprofit organization. Businesses may not legally utilize volunteers.

California labor law permits the extension workers' compensation to volunteers during their time in service. Workers' compensation is a type of insurance that covers employees in the event of industrial accidents or occupational injury. Often, public agencies will grant volunteers insurance protection under workers' compensation to help encourage volunteering and avoid the potential for lawsuits. In order to be deemed an employee for workers' compensation, the organization -- whether public or private -- usually must declare a volunteer as such prior to an injury incident. Under the law, this declaration should be in writing through a resolution of the governing body of the organization or agency, such as its board of directors.

Unpaid internships are another volunteer opportunity the City can leverage, however, some criteria must be meet. California Labor Relations Department has provided some clarification regarding unpaid internships. Unpaid internships are a type of volunteering that is intended to provide educational opportunities -- and in some cases, school credit -- for volunteers. As of April 2010, the California Labor Relations Department applies six criteria based on federal law when determining the legality of an unpaid internship: 1) the experience must resemble those of vocational schools, 2) the experience is primarily for the benefit of the intern, 3) the intern does not displace a regular employee, 4) the intern's services provide no immediate advantage to the employer, 5) the intern is not entitled to a job at the end of his internship, and 6) both the employer and intern have a mutual understanding that no compensation is expected for the internship.

4.1.4 MUTUAL AID

The City of Redlands has several mutual aid agreements; most focused on emergency management. An emergency management mutual aid agreement defines and formalizes the arrangement to lend assistance across jurisdictional boundaries in situations that exhausted internal resources or there is a need for increased capabilities. Some of the City of Redlands mutual aid agreements are with the state of California. This enables the state to either request or fulfill requests for mutual aid from one region to another; enabling locals to maintain readiness in their region.

4.1.5 PARTNERSHIPS

The City of Redlands has the ability to enter into partnerships with surrounding cities and counties, and outside agencies, special districts, and companies. Partnerships are an arrangement where parties agree to cooperate to advance their mutual interests. In most cases partnerships are done through a

Memorandum of Understanding (MOU) outlining the scope of work, the mission, and roles and responsibilities.

4.2 MITIGATION GOVERNANCE RESOURCES

There are a variety of governance directly related to or influence mitigation efforts. This governance generally falls under: 1) Laws, Regulations, Codes, and Ordinances; 2) Plans, Studies, and Reports; and, 3) Programs. While the intent is to capture City-level information, there are some state-level and/or county-level information that has direct implications on the City. As can be expected, the City has greater ability revise, adjust, add, and remove governance to better reflect needs on governance it sponsors. The City regularly assess and evaluates the effectiveness of its governance and incorporates changes to help meet the intended goal. The City does provide input and comments on governance sponsored by other organizations but because the intended audience of the governance is usually greater than the City, it is not always incorporated. To ensure there is a comprehensive list of governance, relevant state-level and/or county-level information is also captured.

4.2.1 LAWS, REGULATIONS, CODES, AND ORDINANCES

Title: Senate Bill (SB) 379
Sponsor: State of California, Senate
Description: In 2017, the California State Senate approved Senate Bill (SB) 379 which requires the General Plan's Safety Element to address climate adaptation and resilience strategies. This must be done after the next revision to the Local Hazard Mitigation Plan (LHMP) or by January 2022 if the city/county does not have a LHMP. If the jurisdiction has an approved and adopted LHMP it can be summarized and incorporated by reference into the Safety Element.

Title: Assembly Bill (SB) 477
Sponsor: State of California, Assembly
Description: In 2019, the California State Assembly approved Assembly Bill (AB) 477. AB 477 requires local jurisdictions (cities/counties) to include representatives from the access and functional needs population in the next update of the Emergency Plan. The primary focus areas include, but are not limited to: emergency communications, emergency evacuations, and emergency sheltering.

Title: Assemble Bill (AB) 2140
Sponsor: State of California, Assembly
Description: In 2006, the California State Assembly approved Assembly Bill (AB) 2140. AB 2140 enables the state of California to provide greater than 75% of the eligible state share if a local jurisdiction (city/county) has an approved and adopted LHMP as part of the General Plan's Safety Element.

Title: California Building Codes
Sponsor: State of California
Description: The City abides by and is governed by California 2010 Building Codes adopted in February 2014, including sections on electric, plumbing, mechanical, green, and residential requirements, standards and regulations.

Title: San Bernardino County Building Codes
Sponsor: San Bernardino County
Description: An amendment to Title 6 of the County of San Bernardino Building Code to adopt by reference the 2010 Editions of the California Building Standards Codes became effective on January 2011.

Title: California Zoning Ordinance
Sponsor: State of California
Description: The City has adopted a Zoning Ordinances as part of the General Plan process. These ordinances regulate land use and map the official land use and hazard overlay districts, to include safety hazard and environmental protection areas.

Title: Model Water Efficient Landscape Ordinance
Sponsor: State of California
Description: Over the years, the State of California has been promoting water conservation for all new development within the State. In a drought-prone California, where approximately 60 percent of all residential water is used in landscape applications, California lawmakers have adopted such legislation as Assembly Bill (AB) 325 (1990), AB 2717 (2004), and AB 1881 (2006) that outline, and in some instances mandate, the practice of water conservation in landscape applications. As part of AB 325, the Department of Water Resources (DWR) prepare and promote the State's first Model Water Efficient Landscape Ordinance (MWELO). In 2006, State lawmakers adopted AB 1881, which gave guidelines and timelines for revision of the State's MWELO and mandated that every city, county, or other agency within the State of California adopt the State's revised MWELO, or be in compliance with it through their own ordinance, by January 2010. San Bernardino County has adopted and revise Development Code Chapter 83.10 which sets forth landscaping and irrigation standards within the unincorporated areas of the County.

Title: Emergency Planning and Community Right-to-Know Act
Sponsor: State of California
Description: The Emergency Planning and Community Right-to-Know Act (EPCRA) was created to help communities plan for emergencies involving hazardous substances. EPCRA has four (4) major provisions: one (1) deals with emergency planning and three (3) deal with chemical reporting. EPCRA local emergency planning requirements (Sections 301 to 303) stipulate that every community in the United States must be part of a comprehensive emergency response plan. Facilities are required to participate in the planning process. State Emergency Response Commissions (SERCs) oversee the implementation of EPCRA requirements in each state.

Title: Hazard Mitigation Plan Ordinance
Sponsor: City of Redlands
Description: The City of Redlands has adopted Ordinances 2639 and 2485 that require the Emergency Management to be responsible for the development and update of the City of Redlands Emergency Multi-hazard Functional Plan and Hazard Mitigation Plan. Emergency Multi-hazard Functional Plan shall provide for the effective mobilization of all of the resources of the City, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency. Both plans shall take effect upon adoption by resolution of the city council. (Ord. 2639 § 3, 2006: Ord. 2485 § 4 [5], 2002). The City of Redlands Title 2 – Administration and Personnel Chapter 2.52.150 – Emergency Organization Ordinance 2639).

4.2.2 PLANS, REPORTS, STUDIES

Title: General Plan and Environmental Impact Report
Sponsor: City of Redlands
Description: All cities and counties in California are required to adopt a General Plan that lays out major policy goals. The General Plan includes elements, which are sections that address a variety of important topics. The element most closely related to Mitigation is the Safety and Hazardous Waste Element, which focuses on natural, technological, and other human caused hazards. The aim of the Safety and Hazardous Waste Element is to reduce the potential risk of death, injury, property damage, and economic and social

dislocation resulting from fires, floods, earthquakes, landslides, and other hazards. The Safety and Hazardous Waste Element identifies all significant hazards and risks in a community and defines policies to mitigate and respond to those risks. In addition to ensuring that the General Plan incorporates information from the LHMP in to the Safety Element, the General Plan is also reviewed while producing the LHMP to ensure goals, objectives, and mitigation actions are compatible and in sync with each other.

Title: Emergency Operations Plan
Sponsor: City of Redlands
Description: all-hazard plan describing how the City will organize and respond to incidents. It is based on and is compatible with the laws, regulations, plans, and policies listed above. The Emergency Operations Plan (EOP) also addresses the integration and coordination of resources and activities with other Governmental Agencies, Special Districts, and private-sector partners.

Title: Transit Villages Specific Plan (Draft)
Sponsor: City of Redlands
Description: This Specific Plan provides a "*road map*" for the growth and change for the plan area until the year 2040. It is comprised of unique and customized standards that enable the City to shape or reshape its streets and public spaces and property owners to develop or redevelop their properties according to the vision of the Specific Plan. The Specific Plan area is generally bound to the west by Kansas Street, Redlands Boulevard, Alabama Street, and Tennessee Street; to the north by the I-10 Freeway, Colton Avenue, and Sylvan Boulevard; to the east by Judson Street; and the south by Citrus Avenue, Central Avenue, Redlands Boulevard, Olive Avenue, Brookside Avenues, Ash Street, Pine Avenue, Tennessee Street, and State Street.

Title: Drainage Master Plan
Sponsor: City of Redlands
Description: The Master Plan of Storm Drainage covers the City and adjacent areas that are tributary to the major regional flood control facilities that traverse through the City. The City of Redlands has a long history of flooding during moderate to severe storm events. One of the main causes for flooding is the lack of conveyance capacity in the historical channel of Mission Zanja (Zanja). The Zanja, formerly known as the Mill Creek Zanja, is a surface channel that flows from the Crafton Hills area, west to 9th Street, near downtown Redlands, where it transitions into a box culvert. The Zanja was built by the natives in 1819 as a water-supply, irrigation ditch, pulling flows from Mill Creek. Due to extensive flooding and development, the diversion of flow from Mill Creek was blocked. Nonetheless, the Zanja was never improved to convey local storm flows and the drainage area tributary to the 9th Street storm drain still produces flows that far exceed the capacity of the box culvert, causing extensive flooding through the downtown area.

Title: Strategic Plan: 2014-2017
Sponsor: City of Redlands
Description: Utilizing the City Council's five (5) priority focus areas of Fiscal Accountability, Economic Development, Infrastructure, Land Resource Management, Safety and Community Services, the Strategic Plan highlights activities and accomplishments that City staff will complete in the coming three years.

Title: Existing Conditions Report
Sponsor: City of Redlands
Description: Part of the General Plan. Used to provide background information and technical analysis to inform the planning process. The report describes Redlands' planning context and delves into the topics of land use and development; growth management; demographics and economics; community design; transportation and circulation; parks, recreation, and open space; historic resources; biological resources; hazards; public utilities and services; and noise.

Title: Downtown Specific Plan
Sponsor: City of Redlands
Description: The plan's primary goal is to support the economic vitality of Downtown Redlands, and it seeks to facilitate the development of financial, technical, professional and research-development offices and services Downtown, supported by retail, restaurants, entertainment, and cultural activities. Downtown Specific Plan covers a larger area, including residential and civic areas in south Downtown. The plan also has a new emphasis on mixed-use and transit-oriented development, including guidelines to ensure compatibility with historic buildings. The plan identifies districts and corridors, and provides direction for vehicle and pedestrian circulation, and pedestrian-oriented street design.

Title: East Valley Corridor Specific Plan
Sponsor: City of Redlands
Description: aims to strengthen the local economy, attract major businesses, and result in the orderly and aesthetic development of industrial, commercial, and residential areas in the East Valley Corridor Specific Plan (EVCSP) plan area. The EVCSP plan area is composed of 4,350 acres adjacent to I-10 and I-210, and includes portions of the City of Redlands and the City of Loma Linda, as well as unincorporated area under jurisdiction of San Bernardino County (the "Donut Hole") surrounded by the City of Redlands.

Title: Community Sustainability Plan
Sponsor: City of Redlands
Description: a conceptual framework for sustainability policy related to water conservation, green buildings, waste reduction, climate friendly purchasing, renewable energy, carbon emissions, land use.

Title: Economic Development Action Plan
Sponsor: City of Redlands
Description: identifies strategies to attract businesses to Redlands, retain and expand existing businesses, develop a skilled workforce, and market Redlands to visitors.

Title: Redlands Municipal Airport Master Plan
Sponsor: City of Redlands
Description: Plan in order to preserve investment in the airport, reflect community needs, attract airport tenants and users, preserve the environment, strengthen the economy, and ensure safety.

Title: Climate Action Plan
Sponsor: City of Redlands
Description: demonstrate how the City will comply with State of California's Green House Gas (GHG) emission reduction standards. As a Qualified GHG Reduction Strategy, the CAP will also enable streamlined environmental review of future development projects, in accordance with the California Environmental Quality Act (CEQA)

Title: San Bernardino County Desert Area Groundwater Inventory and Atlas
Sponsor: San Bernardino County Fire Department OES
Description: The San Bernardino County Desert Area Groundwater Inventory (DGI) and Atlas includes a database providing locational and water depth information for specific regions of the County that currently do not have a groundwater inventory. This DGI and Atlas provides information applicable for flood mitigation or ground water availability for usage during severe drought. The location and water depth in the inventory are important for an earthquake hazard analysis, if liquefaction potential exists. California Department of Water Resources will give priority to local agencies with adopted groundwater management plans (SB1938 compliant), and which demonstrate collaboration with other local agencies in managing groundwater basins. County's groundwater management ordinance satisfies this requirement.

Title: Drainage Studies
Sponsor: San Bernardino County Public Works-Solid Waste Management Division
Description: Drainage studies including review of upstream properties, site drainage area, potential upstream development, and site-specific development will help to mitigate damage from future storm events. San Bernardino County owns landfill sites, transfer stations and closed disposal sites where combined site property totals several hundred acres. Landfills and disposal site properties include acreage that has been constructed to design grades and may include improved drainage systems. Also, within most landfill and disposal site properties there are many acres of property that remain in its natural state including native vegetation and natural grades. During severe weather events both engineered areas and undisturbed areas are subject to erosion from storm run-off. The erosion can range from minor to severe depending on the storm event and amount of precipitation. Most sites where engineered drainage systems are in place hold up well experiencing only minor erosion and debris flow. However, during major storm events, runoff from native and unimproved areas carrying solids and debris flow may compromise downstream drainage systems and overwhelm system facilities.

Title: Mass Care and Shelter Plan Concept of Operations
Sponsor: San Bernardino County Fire Department OES/ American Red Cross
Description: Outlines the framework of a new one-stop shelter concept, Shelter Operations Compound (SHOC). It combines a shelter, a Local Assistance Center (LAC) and a Non- LAC Unit in one easy location. Residents can access public information and referral services through the LAC, and then take a short walk to the Non-LAC Unit for communication, postal services, and other private organizations/business at little to no cost. The ConOps also helped to sync local resources, encourage local self-sufficiency, foster partnership between public and private agencies, and serve as a reference document for the region.

Title: Water Conservation Plan
Sponsor: City of Redlands
Description: Chapter 13.06 of the Redlands Municipal Code (RMC), provides guidance on how to reduce the nonessential use of water to conserve city water supplies, thereby minimizing the effect of a shortage of water supplies on city users. The water conservation plan here established is to: 1) protect the health, safety, and welfare of the citizens and property owners of the city; 2) assure the maximum beneficial use of city water supplies; and, 3) attempt to provide sufficient water supplies to meet the basic needs of human consumption, sanitation and fire protection.

4.2.3 PROGRAMS

The City of Redlands currently has the following mitigation programs to address the top hazards which are Flood, Wildfire, Earthquakes, Drought and Hazardous Material. It should be noted that some of these programs were listed under Mitigation Strategy section under the previous LHMP. However, because they are ongoing programs, they have since been removed from the Mitigation Strategy section and only captured here.

Title: Flood Programs
Sponsor: City of Redlands
Description: The City has implemented the Flood Control, ADA Ramps, Sidewalks, Trees and Parks (FAST) Program to inform the City of Redlands residents of funding needs for critical infrastructure and to solicit residents' input regarding the preparation of a possible ballot measure to provide revenue to meet those needs. Community Outreach is done through CERT, Market night and Safety Fairs. There are also Pamphlets provided to residence on flood insurance, and flood preparedness. Redlands has committed to a variety of mitigation measures that will progressively lower flood insurance premiums for those

residents whose properties are located within the floodplain and require the added level of insurance protection provided through the National Flood Insurance Program (NFIP). The City of Redlands has participated with the NFIP since 10/01/2007 and is a class 9. The City of Redlands sends out notifications to residents upon receipt of FEMA Letter of Map Revisions (LOMR) Letters. Residents that reside in flood prone zones are provided brochures about the NFIP. Public notices are published in the San Bernardino County Sun newspaper, Federal Register and Flood Hazard Mapping website. Our continued compliance include: community outreach, LOMR notifications, Flood Insurance brochure and provide FEMA Mapping tools and provide tools on City of Redlands website.

Title: Wildfire Program
Sponsor: City of Redlands
Description: The City has an on-going Vegetation Management and Weed Abatement Program to manage weeds and brush and provided the defensible space (100-foot clearance) for areas prone to wildfire due to high vegetation area.

Title: Earthquake/Geologic Hazard Program
Sponsor: City of Redlands
Description: Since 1982, the City of Redlands has participated in long term recovery programs for earthquakes, wildfires and floods. This program provides continued stability to sustain and continue infrastructure services.

Title: Drought Program
Sponsor: City of Redlands
Description: The City of Redlands is in the process of updating Ordinance 2151 Water Conservation Plan to address drought. The plan will implement a plan to conserve city water supplies, thereby minimizing the effect of a shortage of water supplies on city users.

Title: Hazardous Materials Program
Sponsor: City of Redlands
Description: The City of Redlands in coordination with the County of San Bernardino is providing an outreach program to limit the negative impacts associated with inappropriate discard of hazardous material into the environment. This outreach program will provide community awareness of how to dispose of the hazardous material. The outreach material will be provided at emergency preparedness fairs and fire safety fairs.

Title: Mass Care and Shelter Trailer/Cache Program
Sponsor: City of Redlands
Description: To increase Mass Care and Shelter capability of the county, grants from 2008-2009 Homeland Security Grant Program (HSGP) and 2009 Riverside Regional Urban Area Security Initiative (UASI) funded the Mass Care and Shelter Trailer/Cache Program. In December 2012, the program will have procured 36 trailers/caches equipped with mass care and shelter supplies, strategically placed throughout the County and ready for rapid deployment. It is expected to serve over 7,200 residents. In addition to enhancing the comfort levels of shelter residents, the program will produce standardized documents and protocols for procuring and maintaining Mass Care and Shelter trailers/caches. The City of Redlands obtained one of the 200 person trailers in December 2013.

Title: Disaster Council
Sponsor: City of Redlands
Description: In October 2013, the City of Redlands re-implemented its Disaster Council. The meetings are Chaired by the Mayor and Co-Chaired by the City Manager. Disaster Council meetings provide for

communication and coordination between the public and private sectors in the City in analyzing and developing plans, projects, policies, and procedures for emergency operations.

Title: Community Emergency Response Team (CERT)
Sponsor: City of Redlands
Description: The City of Redlands recently re-implemented CERT training in October 2013. This three-day course will provide the citizens of Redlands the much-needed training to prepare in an event of emergency or a disaster. Currently, the city has 150 people trained in personal preparedness.

Title: Emergency Communications Group
Sponsor: City of Redlands
Description: This group is responsible for redundant emergency communications and provides supplemental communication assistance to City agencies in the event of a disaster, emergency, or other designated event. The Federal Communications Commission (FCC) in Part 97, Sub-part E of the Commission's Rules provide for the Radio Amateur Civil Emergency Service (RACES). The purpose of RACES is to provide communication support to government during periods of local, regional or national emergency.

4.3 TECHNICAL RESOURCES

4.3.1 PROFICIENCIES AND EXPERTISE

The City of Redlands has many proficiencies and expertise that can be leveraged in support of mitigation efforts. In addition to public safety and fire suppression capabilities, the City has access to staff with skills in Engineering/Construction, Planning, Environmental, Project/Grant Management, Economic Development, Debris Removal, HazMat Response, and Water resources.

4.3.2 TECHNOLOGY

As with many jurisdictions, the City of Redlands has been increasing its technology capabilities. This includes providing secure platforms to store and access information, means of ensuring continuity of government, and general technical support. A significant capability available to support mitigation efforts is the establishment of the Geographic Information Systems (GIS) group. GIS is a computer system for capturing, storing, checking, and displaying data related to positions on Earth's surface. By relating seemingly unrelated data, GIS can help individuals and organizations better understand spatial patterns and relationships. The GIS group is able to analyze and generate reports of critical data (land use, built environment, natural environment), able to demonstrate potential ramifications of actions or events, and generate graphic representation of results.

4.3.3 COMMUNICATIONS

The City of Redlands has several platforms to communicate with staff, surrounding jurisdictions, and the general public. In addition to the standard methods (telephone/cell phones, emails), the City has inoperable communication capabilities (radio communications and satellite communications). In addition to the above, 2-way communications platforms, there are several "push" platforms that can be used. These consist of television, broadcast radio, websites, and social media (Facebook, Twitter, Instagram, Nextdoor).

The City of Redlands Emergency Notification System will communicate emergency and other urgent messages to residents and community members within Redlands. The system uses both text and voice messages to keep residents and community members in Redlands informed in case of emergencies that affect areas in which they live or work. With this information, residents and businesses can make arrangements to help ensure the safety of family members, employees, pets, and property in the event of fires, floods, earthquakes, or other types of disasters. In the event of an emergency, residents and community members will receive a message with the latest information and safety instructions. The system is programmed to know whether or not the message has been delivered to a person, recorded to voicemail, or was not delivered due to a telephone system error. The system will continue to attempt to deliver its message until the message is successfully delivered to a person, or until the message expires. The system utilizes the area's 9-1-1 database, provided by the local telephone company, and thus is able to contact land-line telephones whether listed or unlisted.

4.4 FISCAL RESOURCES

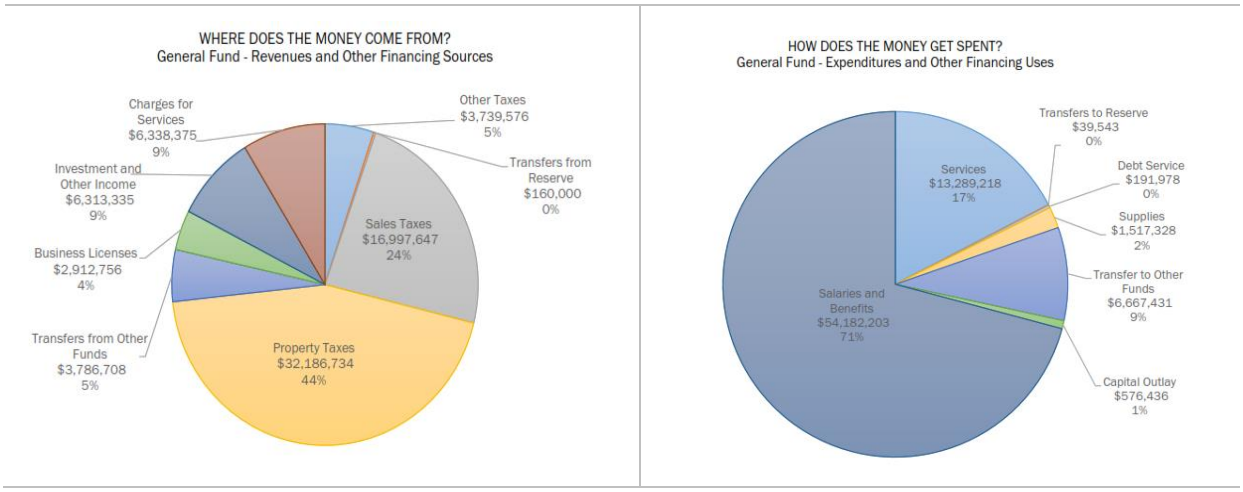
The financial resources of the City of Redlands are allocated to and accounted for in various funds based upon the purposes for which the funds are to be spent and the means by which spending activities are controlled. The varies funds include: Governmental Funds; Proprietary Funds; and, Fiduciary Funds.

- **Governmental Funds-** used for most of city governmental functions. There are four (4) types of Governmental Funds: General Fund; Special Fund; Debt Services Fund; and, Capital Project Funds.
  - *General Fund- the operating fund used to account for all activities, expect those requires to be accounted for in another fund*
  - *Special Fund- used for proceeds of specific revenue sources that are restricted to expenditures of special purposes*
  - *Debt Services Fund- used for accumulation of resources and the payment of principal, interest and related costs of general long-0term debt*
  - *Capital Project Funds- used for resources for the acquisition or construction of major capital facilities*
- **Proprietary Funds**- used for government's business-type activities. These funds recover the cost of providing services through fees and charges on those who use their services. There are two (2) types of Proprietary Funds: Enterprise Funds, and, Internal Services Funds.
  - *Enterprise Funds- used for services provided primarily to external customers and legal requirements or management policy required services, including capital, be fully recovered through fees and charges*
  - *Internal Services Funds- used for services provided to other funds, departments, or agencies of the government. Costs are allocated to the benefitting funds in the form of fees and charges in order to recover the full cost of providing services*
- **Fiduciary Funds**- used for assets held in a trustee or agency capacity for outside parties, including individuals, private organizations and other government.

4.4.1 GOVERNMENT FUND

The primary account under the Government Fund is the General Fund. Reallocation of the General Fund is the main source of funds the City can access to implement mitigation projects. The following figure from the Comprehensive Annual Financial Report (CARF) illustrate where the City of Redlands General Funds come from and how the General Fund money is spent (**Figure 4.2**).

Figure 4.2- City of Redlands General Fund Allocation



According to the CARF, by the end of June 2019, the total fund balance reported for the general fund was $39,647,517, an increase of $3.9 million, or 10.9%, from the prior year fund balance of $35,734,630. As a measure of the General Fund's liquidity, it can be useful to compare the total fund balance to total fund expenditures, which indicates that fund balance is 59.3% of general fund expenditures, however only $17,654,773 of the $39.6 million fund balance is unassigned. The unassigned fund balance of $17.7 million, together with the $8.3 million fund balance committed to stabilization arrangement (contingencies), is the only portion of fund balance readily available for spending and represents 39.1% of general fund expenditures. Total general fund expenditures this year were $66.3 million, which is 4.9% greater than the prior year amount of $63.3 million, and total General Fund revenues was $72.6 million, or 5.8% greater than the prior year amount of $68.6 million.

4.4.2 PROPRIETARY AND FIDUCIARY FUNDS

Other means to implementing mitigation projects is the utilization of Proprietary and Fiduciary Funds. While there are a variety of options that the City may be able to access under these funds, the primary funds will be those secured through project grants, such as the FEMA Hazard Mitigation Assistance (HMA) programs- Hazard Mitigation Grant Program- HMGP, Flood Mitigation Assistance- FMA, or Building Resilient Infrastructure and Communities- BRIC (formerly, the Pre-Disaster Mitigation- PDM program). Currently, other than the grant to fund the update of this LHMP, the City has not received any FEMA HMA grants over the past five (5) years.

5 HAZARD ASSESSMENT

5.1 OVERVIEW

The purpose of this section is to capture the approach used by the City of Redlands LHMP Planning Team to identify and prioritize (screen) hazards in its community. This is an important step to ensure all potential hazards are considered and relevant hazards ranked as to the greatest concern within the community.

This section also presents relevant information (profiles) on each hazard in the community. The "*Hazard Profiles*" provide a description of the hazard, the location and/or extent of the hazard within the community, the history of the hazard within the community, the probability of the hazard occurring in the community, and a discussion of any considerations needed due to changing conditions (i.e., climate). This information was referenced when prioritizing hazards.

5.2 HAZARD IDENTIFICATION

The Planning Team went through an extensive effort to identify all of the hazards present in the community. The Planning Team started with the list of hazards in the City of Redlands 2015 LHMP and augment the list as necessary. This augmentation considered adding, removing, and renaming of hazards to create a list of all potential hazards in the community. The Planning Team utilized several external resources to ensure they were considering all potential hazards. These resources included the State of California HMP (2018), the San Bernardino County OA LHMP (2017), and several other surrounding community LHMPs (i.e., Colton, Loma Linda, Yucaipa). This helped the Planning Team understand statewide, countywide, and surrounding area hazard concerns. Each hazard identified in the external resources were reviewed and considered by the Planning Team. After careful review and consideration, the Planning Team identified the following hazards for inclusion in the City of Redlands LHMP update:

- Aircraft Accident/Incident
- Civil Disturbance
- Dam Breach
- Drought
- Earthquake
- Energy Shortage/Power Outage
- Extreme Temperature
- Flood
- Hazardous Material Accident
- Infectious Disease
- Infestation
- Landslide
- Technology Disruption
- Terrorism
- Train Accident/Incident
- Wildfire
- Windstorm

As a note, no hazards from the City of Redlands 2015 LHMP were removed, however, the Planning Team added four (4) new hazards: *aircraft accident/incident*, *civil disturbance, technology disruption,* and *train*

accident/incident. It is also important to note that the Planning Team did revise the name and description of some hazards to provide more clarity and understanding of the hazard. This step also led to separating and creating distinct individual hazards (i.e., Power Outage/Excessive Heat). The changes to the hazard descriptions and other relevant hazard information are captured under sub section 5.4- *Hazard Profiles*.

5.3 HAZARD SCREENING AND PRIORITIZATION

After the list of hazards was identified, the Planning Team went through a process to prioritized (screened) the hazards to determine which hazards created the greatest concern in the community. The Planning Team utilized the same non-numerical ranking system that was implemented during the last update to the City of Redlands LHMP. This process consists of generating a qualitative ranking, High, Medium, or Low rating for: 1) *Probability*; and, 2) *Impact* from each hazard. As part of this process, the following criteria (definitions) were applied:

- **Probability**

  High: (Highly Likely/Likely) There may or may not have been historic occurrences of the hazard in the community or region but experts feel that it is likely that the hazard will occur in the community. Citizens feel that there is a likelihood of occurrence.

  Medium: (Possible) There may or may not have been a historic occurrence of the hazard in the community or region but experts feel that it is possible that the hazard could occur in the community. Citizens may feel that there is a likelihood of occurrence.

  Low: (Unlikely) There have been no historic occurrences of the hazard in the community or region and both experts and citizens agree that it is highly unlikely that the hazard will occur in the community.

- **Impact**

  High: (Catastrophic/Critical) Both experts and citizens feel that the consequences will be significant in terms of building damage and loss of life.

  Medium: (Limited, but not insignificant) Consequences are thought to be modest in terms of building damage and loss of life, limited either in geographic extent or magnitude.

  Low: (Negligible) Consequences are thought to be minimal in terms of building damage and loss of life, limited either in geographic extent or magnitude.

After each hazard was ranked using the above criteria, the results were displayed in a graph to assist the Planning Team validate the results (**Figure 5.1**). The Planning Team determined all hazards falling within the gray-colored boxes were Tier I priority hazards, those within the blue-colored boxes were Tier II priority hazards, and those within the white-colored boxes were Tier III priority hazards. The higher priority hazards (Tier I and Tier II), reflect those hazards the Planning Team determined the community should focus on over the next five (5) years. This does not mean that the community will not address the lower priority hazards. It means if resources are limited (i.e., funding, staffing), the primary focus will be on the higher priority hazards.

Figure 5.1- Hazard Prioritization Matrix

		Impact		
		High	**Medium**	**Low**
Probability	**High**	• Energy Shortage/Power Outage	• Wildfire • Windstorm	
	Medium	• Earthquake • Flood • Infectious Disease	• Aircraft Accident/Incident • HazMat Accident • Civil Disturbance • Landslide • Train Accident/Incident	• Drought • Infestation • Extreme Temperature
	Low	• Technology Disruption	• Terrorism • Dam Breach	

5.4 HAZARD PROFILES

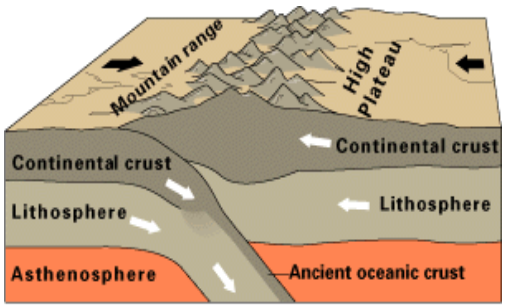
The Hazard Profiles include the incorporation of all new information, material, and reports to better help the Planning Team and the community understand the hazard. The hazards are organized alphabetically by the priority screening ranking (i.e., Tier I, Tier II, and Tier III). The hazards assessed by the Planning Team are summarized below:

5.4.1 TIER I

The hazards, in alphabetical order, under Tier I include: Earthquake; Energy Shortage/Power Outage; Flood; Infectious Disease; Wildfire; and, Windstorm

5.4.1.1 EARTHQUAKE

- **Ranking-** *Probability*- Medium; *Impact*- High
- **Description**

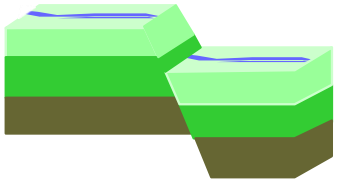


Continental-continental convergence

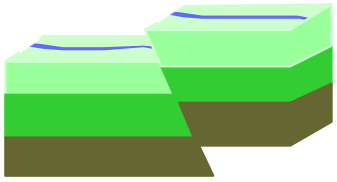
An earthquake is caused by a release of strain within or along the edge of the Earth's tectonic plates, producing ground motion, surface fault rupture, and secondary hazards such as ground failure. For hundreds of millions of years, the forces of plate tectonics have shaped the Earth as the huge plates that form the Earth's surface move slowly over, under, and past each other. Sometimes the movement is gradual. At other times, the plates are locked together, unable to release the accumulating energy. When the accumulated energy grows strong enough, the plates break free causing the ground to shake. Most earthquakes occur at the boundaries where the plates meet; however, some earthquakes occur in the middle of plates.

The severity of the shaking increases with the amount of energy released, decreases with distance from the causative fault or epicenter, and is amplified by soft soils. After just a few seconds, earthquakes can cause massive damage and extensive casualties. A fault is a fracture between blocks of the earth's crust where either side moves relative to the other along a parallel plane to the fracture.

There are three (3) different types of earthquake faults: 1) Normal, 2) Thrust; and, 3) Strike-slip. Normal fault and Thrust faults are examples of dip-slip faults. Dip-slip faults are slanted fractures where the blocks mostly shift vertically. If the earth above an inclined fault moves down, the fault is called a normal fault, but when the rock above the fault moves up, the fault is called a reverse (or trust) fault. Thrust faults have a reverse fault with a dip of 45° or less.

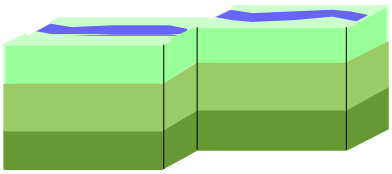


Normal Fault



Thrust Fault

Strike-slip faults are vertical or almost vertical rifts where the earth's plates move mostly horizontally. From the observer's perspective, if the opposite block looking across the fault moves to the right, the slip style is called a right lateral fault; if the block moves left, the shift is called a left lateral fault.



Strike-slip Fault

The effect of an earthquake on various locations throughout the felt area is called the intensity. The intensity scale consists of a series of certain key responses such as people awakening, movement of furniture, damage to chimneys, and total destruction of property. The scale currently used in the United States is the Modified Mercalli Intensity (MMI) Scale (**Table 5.1**). It was developed in 1931 by the American seismologists Harry Wood and Frank Neumann. This scale is composed of increasing levels of intensity designated by Roman numerals that range from imperceptible shaking (MMI I) to catastrophic destruction (MMI X). It does not have a mathematical basis; instead, it is an empirical scale based on observed effects.

Table 5.1- Modified Mercalli Intensity (MMI) Scale

Intensity	Shaking	Description
I	Not Felt	Not felt except by a very few under especially favorable conditions.
II	Weak	Felt only by a few persons at rest, especially on upper floors of buildings
III	Weak	Felt quite noticeably by persons indoors, especially on upper floors of buildings. Many people do not recognize it as an earthquake. Standing motor cars may rock slightly. Vibrations similar to the passing of a truck. Duration estimated
IV	Light	Felt indoors by many, outdoors by few during the day. At night, some awakened. Dishes, windows, doors disturbed; walls make cracking sound. Sensation like heavy truck striking building. Standing motor cars rocked noticeably.
V	Moderate	Felt by nearly everyone; many awakened. Some dishes, windows broken. Unstable objects overturned. Pendulum clocks may stop
VI	Strong	Felt by all, many frightened. Some heavy furniture moved; a few instances of fallen plaster. Damage slight
VII	Very Strong	Damage negligible in buildings of good design and construction; slight to moderate in well-built ordinary structures; considerable damage in poorly built or badly designed structures; some chimneys broken
VIII	Severe	Damage slight in specially designed structures; considerable damage in ordinary substantial buildings with partial collapse. Damage great in poorly built structures. Fall of chimneys, factory stacks, columns, monuments, walls. Heavy furniture overturned
IX	Violent	Damage considerable in specially designed structures; well-designed frame structures thrown out of plumb. Damage great in substantial buildings, with partial collapse. Buildings shifted off foundations
X	Extreme	Some well-built wooden structures destroyed; most masonry and frame structures destroyed with foundations. Rails bent

However, most people are familiar with the Richter scale, a method of rating earthquakes based on the amplitude of seismic waves - an indirect measure of energy released (**Table 5.2**). The Richter scale is logarithmic. Each one-point increase corresponds to a 10-fold increase in the amplitude of the seismic shock waves and a 32-fold increase in energy released. For example, an earthquake registering magnitude 7.0 on the Richter scale releases over 1,000 times more energy than an earthquake registering magnitude 5.0. It should be noted that while an earthquake may have many intensity values across the impacted area, there is just one Richter magnitude associated with each event.

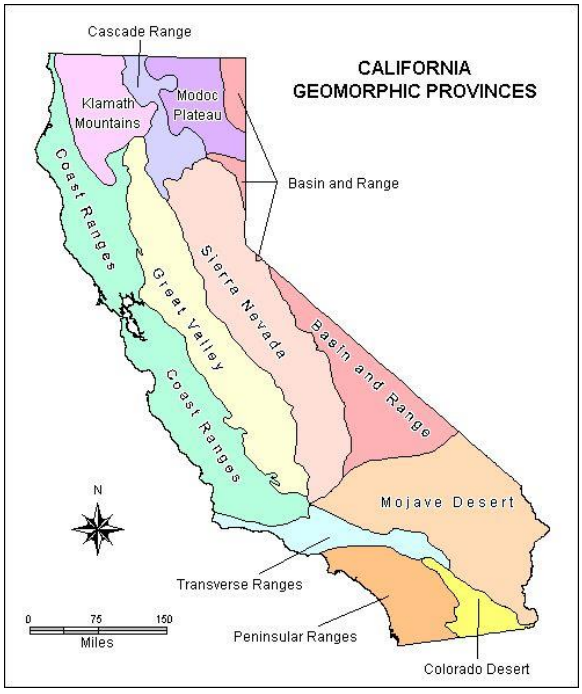
Table 5.2 Richter Scale

Magnitude	Earthquake Effects
0-1.9	*Micro*- Not felt by people
2.0-2.9	*Minor*- Felt by few people
3.0-3.9	*Minor*- Felt by some people, inside objective can be seen shaking
4.0-4.9	*Light*- Felt by most people, inside object shake and fall
5.0-5.9	*Moderate*- Felt by everyone, damage and possible collapse of unreinforced buildings
6.0-6.9	*Strong*- Felt by everyone, widespread shaking/damage, some buildings collapse
7.0-7.9	*Major*- Felt by everyone, widespread shaking/damage, many buildings collapse
8.0 or greater	*Great*- Felt by everyone, widespread shaking/damage, most buildings collapse

Ground shaking and ground deformation (i.e., surface fault rupture, landslides, and liquefaction) are the specific hazards associated with earthquakes. The severity of these hazards depends on several factors, including soil and slope conditions, proximity to the fault, magnitude, and the type of earthquake.

- *Ground Shaking*- Ground shaking is the motion felt on the earth's surface caused by seismic waves generated by the earthquake. It is the primary cause of earthquake damage. The strength of ground shaking depends on the magnitude of the earthquake, the type of fault, distance from the epicenter (where the earthquake originates), and local soil conditions. Soils and soft sedimentary rocks near the earth's surface can amplify earthquake ground shaking. Amplification increases the magnitude of the seismic waves generated by the earthquake. The amount of amplification is influenced by the thickness of geologic materials and their physical properties. Buildings and structures built on soft and unconsolidated soils can face greater risk. Amplification can also occur in areas with deep sediment filled basins and on ridge tops. Peak Ground Acceleration (PGA) is a measure of the strength of ground shaking. Larger PGAs result in greater damage to structures. PGA is used to depict the risk of damage from future earthquakes by showing earthquake ground motions that have a specified probability (10%, 5%, or 2%) of being exceeded in 50 years return period. These values are often used for reference in construction design, and in assessing relative hazards when making economic and safety decisions.
- *Surface Fault Rupture*- As previously mentioned, the sudden sliding of one part of the earth's crust past another releases the vast storage of elastic energy in the rocks as an earthquake. The resulting fracture is known as a fault, while the sliding movement of earth on either side of a fault is called fault rupture. Fault rupture generally begins below the ground surface at the earthquake hypocenter, typically between three and ten miles below the ground surface in California. If an earthquake is large enough, the fault rupture will reach the ground surface (referred to as "surface fault rupture"), wreaking havoc on structures built across its path. Structures built across the fault are a risk of significant damage from surface fault rupture. In California, the 1972 Alquist-Priola Earthquake Fault Zoning Act prohibits the siting of most structures for human occupancy across traces of active faults that constitute a potential hazard to structures from surface faulting. Recent large earthquakes in Turkey and Taiwan have shown that few structures built across the surface traces of faults can withstand the large displacements that may occur during an earthquake.
- *Landslides*- Earthquake-induced landslides are secondary earthquake hazards that occur from ground shaking. They can destroy the roads, buildings, utilities, and other critical facilities necessary to respond and recover from an earthquake. Many communities in Southern California have a high likelihood of encountering such risks, especially in areas with steep slopes. (NOTE: while mentioned here, landslides are covered under a separate hazards)
- *Liquefaction*- Liquefaction is the phenomenon that occurs when ground shaking causes loose, saturated soils to lose strength and act like viscous fluid. Liquefaction causes two types of ground failure: lateral spread and loss of bearing strength. Lateral spreads develop on gentle slopes and entail the sidelong movement of large masses of soil as an underlying layer liquefies. Loss of bearing strength occurs when the soil supporting structures liquefy, causing the structures to settle, resulting in damage and, in some cases, collapse.

- **Location and Extent**



As noted by the California Geological Survey, California is divided into eleven (11) geomorphic provinces. California's geomorphic provinces are naturally defined geologic regions that display a distinct landscape or landform. Each region displays unique, defining features based on geology, faults, topographic relief and climate. These geomorphic provinces are remarkably diverse. They provide spectacular vistas and unique opportunities to learn about earth's geologic processes and history. These geomorphic provinces each have the potential to create significant earthquakes and associated hazards. The City of Redlands is located in a high seismic activity zone in the Transverse Range geologic province. The Transverse Ranges are an east-west trending series of steep mountain ranges and valleys. The east-west structure of the Transverse Ranges is oblique to the normal northwest trend of coastal California, hence the name "Transverse." The province extends offshore to include San Miguel, Santa Rosa, and Santa Cruz islands. Its eastern extension, the San Bernardino Mountains, has been displaced to the south along the San Andreas Fault. Intense north-south compression is squeezing the Transverse Ranges. As a result, this is one of the most rapidly rising regions on earth. Great thicknesses of Cenozoic petroleum-rich sedimentary rocks have been folded and faulted, making this one of the important oil-producing areas in the United States.

The more significant faults within the region include the San Andreas Fault, the San Jacinto Fault, and the Crafton Hills Fault Zone. The City of Redlands is geographically located between active traces of the San Andreas Fault located to the northeast of the City, and the San Jacinto Fault located to the southwest of the City, with the Crafton Hills Fault Zone located southeastern of the city (**Figure 5.2**). The San Jacinto Fault forms the southwestern boundary of the San Bernardino Valley and intersects the City of Redlands at its southwest corner. The fault zone extends approximately 120 miles in distance from its point of origin in the San Bernardino Valley at the San Andreas Fault. The formation of this juncture exists within the geographical location of the Devore Pass. The southernmost section of the zone travels northwest of El Centro. The San Bernardino segment of the San Andreas Fault is located to the east of the City of Redlands. This 50 km segment is considered to be "*the currently active segment of the San Andreas fault system to the northwest of Gorgonio Pass*". The Crafton Hills Fault Zone is a series of normal faults, each about 10 km in length or less, located just to the east of the City of Redlands, between the San Jacinto and San Andreas Faults.

Figure 5.2- Earthquake Fault Zones in the Vicinity of the City of Redlands

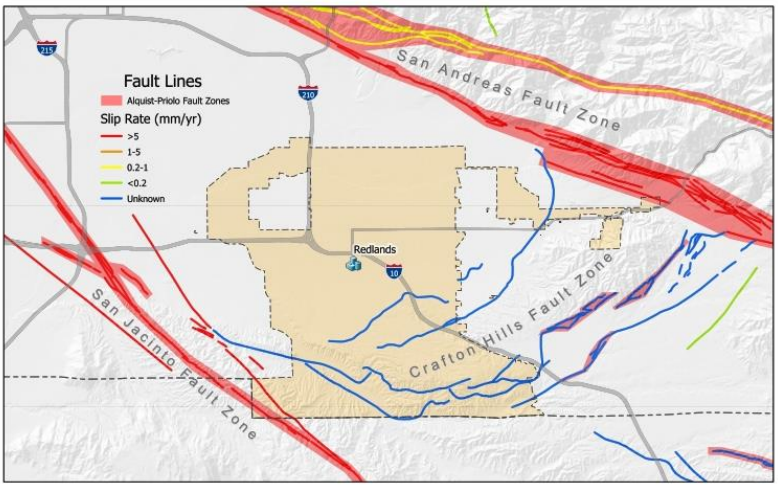
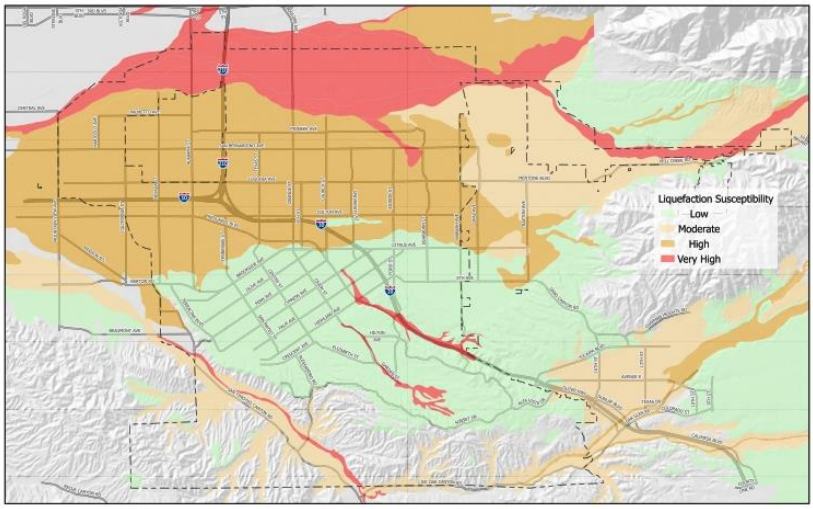


Figure 5.3 depicting the liquefaction susceptibility areas in the vicinity of the City of Redlands. There are considerable areas of Very High and High liquefaction susceptibility in areas of sandy soil associated with the Santa Ana River, the Mission Zanja, and San Timoteo Creek, but the City of Redlands is located within an area of Low landslide susceptibility.

Figure 5.3- Liquefaction Susceptibility in the Vicinity of the City of Redlands



- **History**

There are 45 states and territories in the United States at "moderate" to "very high" risk from earthquakes, and they are located in every region of the country. California experiences the most frequent damaging earthquakes; however, Alaska experiences the greatest number of large earthquakes—most located in uninhabited areas. The largest earthquakes felt in the United States were along the New Madrid Fault in Missouri, where a three-month long series of quakes from 1811 to 1812 included three quakes larger than a magnitude of 8 on the Richter scale. These earthquakes were felt over the entire Eastern

United States, with Missouri, Tennessee, Kentucky, Indiana, Illinois, Ohio, Alabama, Arkansas, and Mississippi experiencing the strongest ground shaking.

Historical and geological records show that California has a long history of seismic events (a list of significant earthquakes can be found in **Appendix 5**). In California, movement between the North American and the Pacific tectonic plates manifest primarily along a region known as the San Andreas Fault system. Experts believe the San Andreas Fault is capable of producing an earthquake of magnitude 8.0+ over the next few years. The San Andreas Fault is considered the "*Master Fault*" because it has frequent (geologically speaking), large earthquakes, and it controls the seismic hazard in southern California. Faults in the San Andreas Fault zone that passes through Los Angeles County are part of the very active southern segment. This segment includes historically active, active, potentially active, and inactive faults.

Southern California area has experienced several earthquakes, two very large earthquakes, the Fort Tejon in 1857 (M7.9) and the Owens Valley in 1872 (M7.6) are evidence of the tremendously damaging potential of earthquakes in Southern California. The Fort Tejon earthquake surface rupture broke the portions of the central and southern segments of the San Andreas Fault system (Cholame, Carrizo, and Mojave segments), resulting in displacements of as much as 27 feet (9 meters) along the rupture zone. These fault segments are thought to have an incident recurrence interval of between 104 and 296 years. The most recent significant earthquake event affecting the region was the Northridge Earthquake. At 4:31 A.M. on Monday, January 17, 1994, a very damaging earthquake with a magnitude of 6.7 struck the San Fernando Valley. In the following days and weeks, thousands of aftershocks occurred, causing additional damage to affected structures. Effects of the earthquake were felt north into Ventura County, south in Orange County, and east into Riverside and San Bernardino Counties.

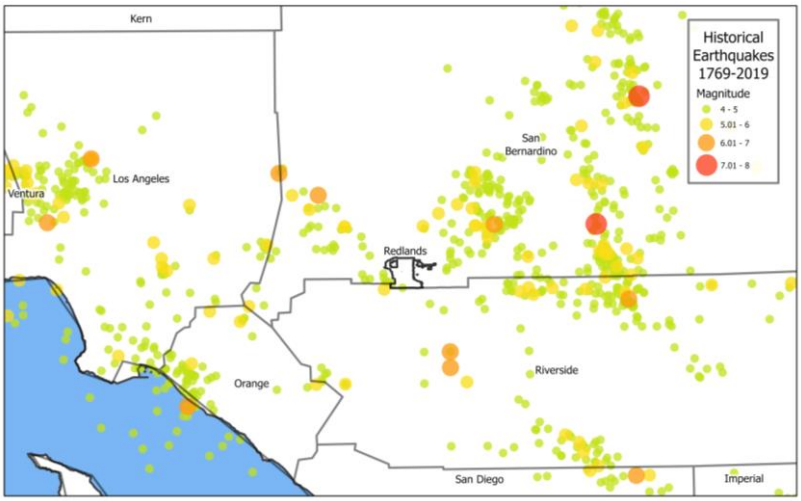
In June of 1992, the M7.3 Landers Earthquake ruptured 85 km (53 miles) along a series of faults in a roughly contiguous fault system, including the Johnson Valley, Landers, Homestead Valley, Emerson and Camp Rock faults. Strong shaking was felt in the City of Redlands. The largest aftershock of the Landers earthquake was the M6.4 Big Bear Earthquake, which caused damage and landslides in the Big Bear area. Declared as Disaster FEMA-947-DR CA, these earthquakes resulted in structural damage to many residential dwellings in Redlands, including chimneys and foundation slippage. Other significant earthquake events in the region included:

- *Newport-Inglewood Earthquake, 6.4m (1933)- 120 deaths, over $50 million in damage*
- *San Fernando (Sylmar) Earthquake, 6.5m (1971)- 65 deaths, over $500 million in damage*
- *Whittier Narrows Earthquake 5.9m (1987)- 8 deaths, over $358 million in damage*
- *Sierra Madre Earthquake 5.8m (1991)- 2 deaths, over $40 million in damage*
- *Chino Hills Earthquake 5.4m (2008)- no casualties and only minor damage*
- *City of Los Angeles Earthquake 4.7m (2009)- no casualties and minor to moderate damage*
- *El Mayor Cucapah Earthquake 7.2m (2010)- major damages to the area and Imperial County*
- *Calimesa 4.1m (2011)- no casualties and minor to moderate damage*
- *La Habra Earthquake 5.1m (2014)- no casualties and minor to moderate damage*
- *Fontana Earthquake 4.4m (2014)- no casualties and minor to moderate damage*
- *Running Springs 4.6m (2014)- no casualties and minor to moderate damage*
- *Fontana 4.2m (2015)- no casualties and minor to moderate damage*
- *Big Bear Lake 4.0m (2015)- no casualties and minor to moderate damage*
- *Muscoy 4.4m (2015)- no casualties and minor to moderate damage*

- *Banning 4.4m (2016)- no casualties and minor to moderate damage*
- *Cabazon 4.5m (2017)- no casualties and minor to moderate damage*
- *Big Bear 3.5m (2018)- no casualties and minor to moderate damage*
- *Trona (2019)- no casualties and minor to moderate damage*
- *Ridgecrest 7.1m (2019)- no casualties and minor to moderate damage*

Figure 5.4 displays historical epicenters of historical earthquakes located in southern California since 1568.

Figure 5.4- Historical Earthquakes in Southern California since 1568



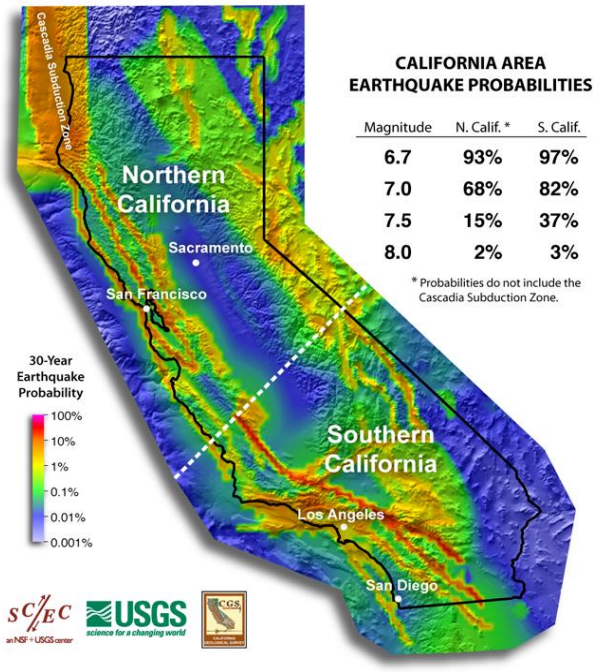
- **Probability**

Earthquakes strike suddenly, without warning. Earthquakes can occur at any time of the year and at any time of the day or night. On a yearly basis, 70 to 75 damaging earthquakes occur throughout the world. Recent estimates of expected annualized earthquake loss for the U.S. totals $5.3 billion per year, with 66% ($3.5 billion) concentrated within the State of California, and $397 million in Riverside and San Bernardino Counties (FEMA, 2008[1]).

The probability of a significant (M6.7 or greater) earthquake occurring in Southern California in the next 30 years has been estimated to be 97% by the 2007 California Working Group on Earthquake Probability, as shown in **Figure 5.5**. California Area 30-Year Earthquake Probabilities. (USGS Open-File Report 2007-1437).

[1] "HAZUS®MH Estimated Annualized Earthquake Losses for the United States", FEMA 366, April, 2008.

Figure 5.5- California Area 30-Year Earthquake Probabilities



- **Climate Change Considerations**

To date, no credible evidence has been provided that links climate to earthquakes. However, climate and weather does play a significant role in the response and recovery from earthquakes. Effects from climate change could create cascading complications and impacts.

5.4.1.2 ENERGY SHORTAGE/POWER OUTAGE

- **Ranking**- *Probability*- High; *Impact*- High
- **Description**

For the purposes of this LHMP, Energy Shortage/Power Outage hazards are confined to rolling blackouts or brownouts and Public Safety Power Shutdown (PSPS) events. While some accidents can cause energy shortage/power outage, they are usually smaller, localized events and are not part of this assessment. Additionally, Energy Shortage/Power Outage hazards can be consequences from other events. These energy shortage/power outage consequences are discussed under the primary hazard event (high winds, wildfire, earthquake). A brownout is a partial, temporary reduction in total system capacity, while a blackout is a complete interruption in power. A brownout is caused by high electricity demand that is near or above a utility's production capacity. When this occurs, the utility may reduce the flow of electricity to certain areas to prevent a blackout. The state of California has also implemented "Flex Alerts" to bring awareness to times in which supply and demand of power could become an issue. A blackout is a large-scale service interruption that can happen as a result of severe weather or equipment failure at power plants. There are several factors that can play into energy shortage/power outage: 1) increased demand within the city; and, 2) increased demand elsewhere. Because Southern California Edison is part of the

western power grid, increases in other parts in the west region could curtail the energy available to the City.

PSPS events are initiated by power utility companies and are implemented in response to severe weather events. The purpose is to mitigate the increased fire risk during "red flag" weather conditions. Red flag weather conditions include: high winds, low humidity, and high temperatures. By shutting off power, the utility companies are ensuring that electrical equipment, which can arc and spark, during severe events, will not exacerbate or start a fire.

- **Location and Extent**

An Energy Shortage/Power Outage events can occur throughout the entire City.

- **History**

Southern California has experienced a population growth over the years. This coupled with changes to daily life styles (heavier reliance on power) and changing weather patterns have contributed to a higher demand for power over recent years. Because of this, the City of Redlands, like other parts of California, have had energy shortage/power outage events related to the failure of the statewide or regional systems not being able to meet demand. The Energy Shortage/Power Outage events usually occur during the warmer summer months and have lasted for a few hours and in some cases days. Recently, the City has experienced several Energy Shortage/Power Outage events due to the power company's implementing PSPS events in response to Red Flag weather conditions. Similar to the power outage during the summer months, these PSPS energy shortage/power outage are relativity short in duration.

- **Probability**

There are no studies that predict the probability of Energy Shortage/Power Outage events; however, it is expected that there is a higher probability of events occurring during the warmer summer months and during Red Flag (high temperatures, low humidity, high wind) events.

- **Climate Change Considerations**

Climate can play a significant role in Energy Shortage/Power Outage events. As temperatures rise due to changing conditions, it will have significant impacts on energy supply and demand. Additionally, changing climate conditions can create more Red Flag events, causing the power companies to consider to turn off power to lessen the potential fire threat.

5.4.1.3 FLOOD

- **Ranking-** *Probability*- Medium; *Impact*- High
- **Description**

A flood is a temporary condition (short-duration or long-duration) of partial or complete inundation on land that is normally dry. This condition is generally caused by precipitation (i.e., rainfall). Several factors determine the severity of floods, including rainfall intensity and duration, antecedent moisture conditions, surface permeability, and geographic characteristics of the watershed such as shape and slope. Other causes of flooding can include a ruptured dam or levee, rapid ice or snow melting in the mountains, under-engineered infrastructure, or even a poorly placed beaver dam can overwhelm a river or channel and send

water spreading over adjacent land or floodplains. According to FEMA, there are several different types of floods and under some there are subtypes. The flooding types and subtypes include:

- *Riverine Flooding*- River/Stream Overbank Flooding, Flash Floods, Dam and Levee Failure, Alluvia Fans, Ice Jam Flooding, Moveable Bed Streams
- *Urban Drainage*- Drainage system capacity deficiencies
- *Ground Failures*- Mud flood and Mud flows, Subsidence, Liquefaction
  (*NOTE: while mentioned here, mud flows are covered under landslide hazards and Subsidence and Liquefaction hazards are covered under earthquake hazards*)
- *Fluctuating Lake Levels*- Increase volume caused by rain, snowmelt, and other runoffs
- *Coastal Flooding and Erosion- Storm Surge*

In California, some of the more common types of flooding fall under Riverine Flooding (i.e., flash flooding), Urban Flooding, and Coastal Flooding (i.e., storm surge). Floods can take several hours to days to develop. A flash flood is a flood occurring in a watershed where the time of travel of the peak of flow from one end of the watershed to the other is less than six hours. Coastal flooding occurs when storms produce large ocean waves that sweep across coastlines making landfall. The following flood characterization designates the amount of time for response:

- *Flood Watch*- a flood is possible in the area. Advanced warning
- *Flood Warning*- flooding is already occurring or will occur soon in the area. Advanced warning
- *Flash Flood Watch*- a flash flood is possible in the area. Little-to-no advanced warning
- *Flash Flood Warning*- flooding is already occurring or will occur soon in the area. Little-to-no advanced warning

- **Location and Extent**

The geographical location, climate, and topography of the City of Redlands make the city prone to flooding. In Redlands, floods usually occur during the winter "*wet*" season, the time of year with the highest precipitation totals or heavy rainfalls. During significant rainfall years, the season is characterized by high intensity rainfalls and rapid runoffs or discharge. These storm events have: inundate streams; flooded areas; create debris flows (i.e., sediment, rock, dead trees) that have plug culverts and damage bridges/overpasses; and/or, eroded or scared the landscape. The common type of flooding in the City of Redlands is:

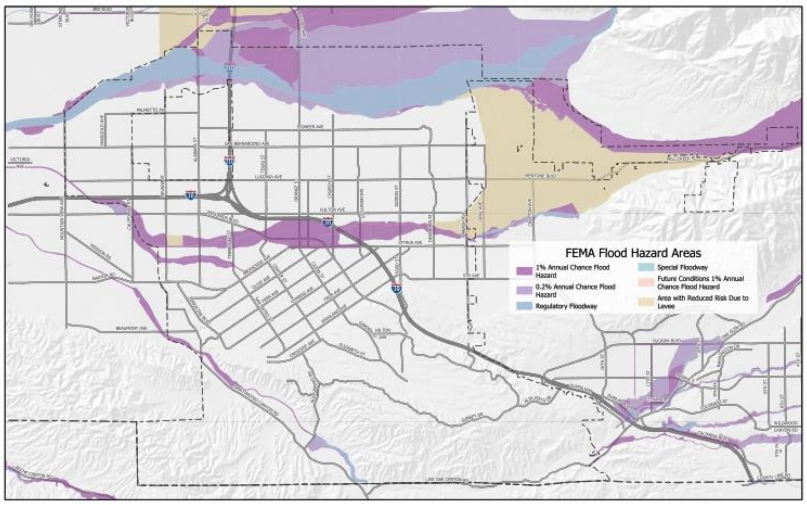
- *Alluvial Fan*- Alluvial fan flooding occurs in the steep arid or semiarid mountains found throughout California. Alluvial fans are fan-shaped deposits of eroded rock and soil carried out of mountains and into valley floors by landslides, mudslides, mudflows, and surface runoff. At the beginning of the valley, alluvial fans are steep and narrow with boulders and other coarse material. The deposited material becomes increasingly fine as the gradient decreases and the material, mainly gravels, sand and mud, spreads. When rain falls, runoff from the canyon walls flows as a high-velocity sheet that channels into rivulets, and then to natural drainage courses. The rapidly moving water often carries large boulders and other material from the watershed depositing them into runoff channels, blocking the flow of water. Floodwater then spills out onto the fan, with each event finding a new channel that

soon fills up with deposits and overflows. Flooding in alluvial fans often can cause greater damage than clear-water flooding.

- *Flash Flood*- A flash flood is a rapid flooding of low-lying areas, rivers and streams that is caused by the intense rainfall associated with a thunderstorm, or multiple thunderstorms. Flash floods also occur when a man-made structure, such as a dam, collapses. Flash flooding occurs when the ground under a storm becomes saturated with water so quickly that it cannot be absorbed. The runoff collects in low-lying areas and flows rapidly downhill. As a result, anything in its path is suddenly in rising water. A typical flash flood begins with a slow-moving thunderstorm. This usually takes longer to move out of the affected areas and causes the area to endure a greater amount of rainfall for a longer period of time. In addition, a thunderstorm may pass over an affected area repeatedly, dumping even more rainfall. A large amount of rainfall in a short time can result in flash flood conditions, as can a dam failure or other sudden spill. The National Weather Service's definition of a flash flood is a flood occurring in a watershed where the time of travel of the peak of flow from one end of the watershed to the other is less than six hours.
- *Urban Drainage*- The heavy rainfall associated with these storm systems contributes to urban flooding in a number of ways. Primarily, heavy rainfall will often overwhelm the capacity of the conventional drainage system made up of storm drains, catch basins, sewers, and additional natural mechanisms for storm-water management. These systems typically cannot handle more than one or two inches of rainfall per hour before they begin to backup and overflow. This amount is further diminished if the storm drains, and other components of the storm-water management system, have not been adequately maintained, are clogged with debris such as trash or natural waste, or are old and in a state of disrepair. Heavy rainfall, combined with storm-water runoff, can cause local waterways to rise and overflow their banks.

Four (4) streams drain Redlands, each of which represents a potential flood hazard at peak flows; 1) the Santa Ana River/Mill Creek (located at the northern edge of the City), 2) the Mission Zanja (also known as Mill Creek Zanja and Mission Storm Drain), 3) San Timoteo Creek and 4) Live Oak Creek. The Santa Ana River/Mill Creek emerges from its mountain canyon 5 miles northeast of Redlands, spreads out in shallow, braided channels more than a 1.5-mile-wide wash, mantled with fluvial debris. The Mission Zanja (in the southwest part of the City) was constructed for water supply in 1819. Diverting water from Mill Creek, the Zanja carried water for 12 miles to support the San Bernardino Asistencia and surrounding farms and ranches. Today, as it traverses an east/west direction, the Zanja drains major portions of the City through various storm drain systems. Taking into account these features and other factors, FEMA has developed Flood Hazard Maps. The most common flood hazard map is the Federal Emergency Management Agency (FEMA) 100-year flood zone map (**Figure 5.6**). The 100-year flood zone map depicts areas within the City of Redlands that may be prone to flooding. It is worth to note that FEMA is in the process of updating the area flood maps around Redlands. These updates will be incorporated into future LHMPs.

Figure 5.6- FEMA Flood Hazard Areas for the City of Redlands



The flood hazard zones depicted on the map are derived from FEMA Flood Insurance Rate Maps (FIRM) and indicate the probability of flooding happening over a given period of time. FEMA National Flood Insurance Program (NFIP) produces FIRMs. The FIRM identifies potential flood risk in geographic areas. The FIRMs are the official map of a community on which FEMA has delineated both the special flood hazard areas and the risk premium zones applicable to the community. Historically, FIRMs were produced on paper; however, over recent years FEMA has begun the process of creating digital versions- *DFIRM*. Because of the volume of area, not all FIRMs have been digitized. Due to the limited detail and large scale of the base maps used for most FIRMs, much interpolation between contour lines is done in mapping the floodplain boundaries. This is why you may find discrepancies when actual ground elevations are surveyed: the maps are just the best available graphic representations of the Base Flood Elevations (BFEs). Definitions of flood zone designations are provided in **Table 5.3**.

Table 5.3- FEMA Flood Zone Designations

Risk Level	Flood Zone	Description
High	A	Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.
	AE	The base floodplain where base flood elevations are provided.
	AH	Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.
	AO	River or stream flood hazard areas, and areas with a 1% or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones.
Moderate to Low	X (Shaded)	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods.
	X (Unshaded)	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. Zone X is the area determined to be outside the 500-year flood and protected by levee from 100-year flood.
Undetermined	D	Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.

The City of Redlands has also conducted focused flood studies in the area; the majority of which are for the downtown area. The most recent work was done to augment the Redlands Master Plan of Drainage, to better understand the extent of flooding under the proposed Transit Village Specific Plan project. Redlands Master Plan of Drainage utilized the Environmental Protection Agency (EPA) Storm Water Management Model (SWMM) to identify flooding potential in the downtown area. Inputs into the model included the then-planned Opal Basin. Because the Opal Basin was not realized and there was a need to expand the downtown area under the Redlands Master Plan of Drainage, another EPA SWMM was run. The results of the expanded EPA SWMM run for downtown Redlands is depicted in **Figure 5.7** and **Figure 5.8**.

Figure 5.7- Redlands Transit Village- 100-year Proposed

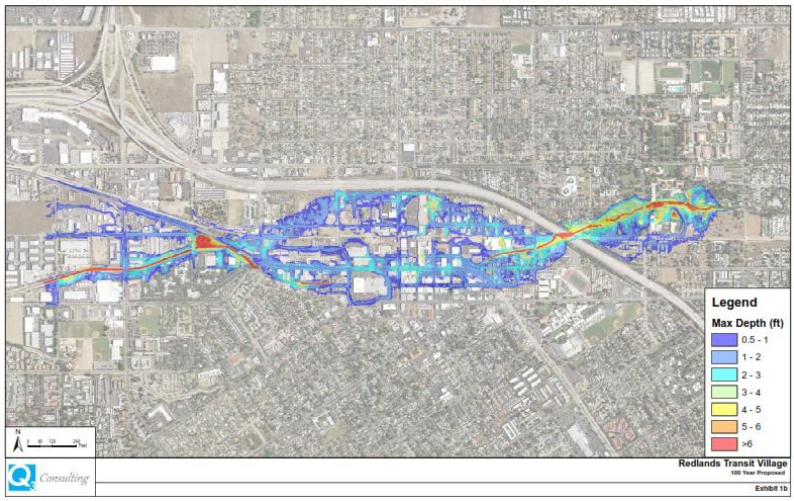


Figure 5.8- Redlands Transit Village- 25-year Proposed



- **History**

While not always a significant event, floods inundate portions of the City of Redlands almost every year. These smaller flood events create issues for local residents and business with everything from traffic congestion to localized water damage. Most of the smaller flood events do not rise to the level of significance (i.e., requiring local, county, state, or federal declarations) and do not require activation of the City of Redlands Emergency Operations Center (EOC). The City has not experienced a significant flood event since 2011. The significant flood events have been known to create considerable impacts. During some significant flood events the flood waters from the upper regions of the Santa Ana River/Mill Creek were responsible for extensive damage to Orange Street and Alabama Street, ranging from washouts from five to six-foot high flood waters, to extensive, permanent damages from uncontrollable runoff from the upper regions of the San Bernardino mountains. The following information provides a summary of the historic significant flooding events in the City of Redlands:

- *FEMA 1952-DR-CA*- (January 2011) The City of Redlands sustained more than 600,000 in damages costs associated with Emergency Protection and debris removal. The amounts included salaries, benefits, overtime and other professional and special contractual services for repairs and maintenance supplies. Several repairs of damages in various locations in the amount of $282, 050; $7,870 for repairs of damages on Bond Avenue, Fern Avenue, and Brookside Avenue; $4,000 with for geologic evaluations services; $10,722 for restriping San Timoteo Road from Alessandro Road to Fern Street; $12, 585 for emergency street sweeping of San Timoteo Canyon; and $6,487 for surfacing of damaged playground at Jennie Davis Park.
- *FEMA 1884-DR-CA*- (March 2010) The City of Redlands sustained a significant amount of damage due to the heavy rains and associated flooding.
- *FEMA 1577-DR-CA*- (December 27, 2004) The City of Redlands sustained over $40,000 in damages were sustained as a result of the storm.
- *FEMA 1203-DR-CA*- (February 1998) Redlands experienced a continuing series of storms. On February 27 and 28, 1998, the strongest storm created a 2-day event that resulted in considerable damage and private property loss.
- *FEMA 1046-DR-CA*- (March 1995) The second storm series resulted in more than $12,000 in damage. The most significant damage, however, was the loss of the temporary emergency crossings at Orange and Alabama Streets. Warm tropical rain, coupled with an extreme snowmelt, created severe flooding conditions in the Santa Ana River. Mud, debris, and boulders swept away both roads, which were replaced in 1993 (FEMA 979) at a cost of $570,000.
- *FEMA 979-DR-CA*- (January 1993) Produced the most significant damage to the City of Redlands in recent history. Recurrent flooding during the months of December through March resulted in an over saturation of soil which promoted long-term effects of storm waters in the City and region. Tropical rains melted a heavy snowpack at the higher elevations, producing increased flood activity. With approximately $6.5 Million in damages, but no loss of life, these storms finally claimed both the Alabama Street and Orange Street bridges. The Mission Zanja again produced flooding along its banks at Sylvan Blvd. and Judson Street, resulting in channel improvements at that intersection. Partial collapse of the Zanja occurred again in Sylvan Park. Landslides crushed the Monkey Face Falls waterline, which provides water to residents of Mountain Home Village. One additional water line, serving sparse residences north of the Santa Ana River, was washed out. Repair was affected in October 1993, following subsidence of the Santa Ana River. Several city-owned buildings sustained water damage, including the Smiley Library, which is on the National Register of Historic Places. Landslides occurred in the San Timoteo/Live Oak Canyon area, resulting in road closures for a portion of the three-month Declaration period.
- *FEMA 935-DR-CA*- (February 1992) significant flooding occurred as a result of major storm systems moving through Southern California. The three-day storm system produced most of the 14.96 rainfalls for 1991-92. Historically, the Santa Ana River and Mission Zanja were the cause of the most significant damages, and due to extensive build out of the southeast area, storm runoff produced increased flooding of the Country Club area. Most significantly, water run-off from the populated Country Club area traversed a private elementary school as well as Ford Street and developed subdivisions to the north. School property was damaged as a result of flood waters flowing through the school's parking lot and only street entrance, resulting in a lawsuit against the City. The Bear Valley Pipeline, generally located in Mill Creek

near Greenspot Road and Florida Street, sustained damage to approximately 400 feet of steel pipe and supports. There was no loss of life or public property.

- *February 1980 Floods*- produced a mirror image of prior floods, as extensive damage again occurred as a result of rising storm waters and runoff from the upper regions of the Santa Ana River. The Santa Ana River at Alabama Street changed course and completely washed out the road in two locations, plugged existing culverts, eroded shoulders at various locations, scoured the existing A.C. pavement and washed out the existing pipe on the north end of the river. Minor erosion damage occurred on various City streets and some private property. The Zanja experienced collapse between Redlands Boulevard and State Street near Kendall Drive, as well as in a portion of the channel in Sylvan Park.
- *September 1976 Flood*- an intense local thunderstorm dropped most of its precipitation in a 20-30-minute period. At one spot, 3 ½ inches of rain fell during this time. This heavy rain produced an extremely high rate of runoff, which quickly exceeded the capacity of local drainage systems. Major overflows occurred on the eastern edge of Redlands' downtown business district, flooding the area and depositing mud up to three feet deep. Damages to houses, businesses, roads, and flood control facilities reached $2 million. Mission Zanja overflowed again in 1978, depositing water up to 30 inches deep in some places.
- *Flood of January 1969*- The storms and floods caused the deaths of at least 13 persons. "An intense downpour on January 25, 1969, climaxed a nine-day period of heavy precipitation. From 10 to 20 inches of rain fell in the lowlands, from 25 to more than 50 inches in the mountains. Emergency crews prevented large property damage with sandbagging and other emergency work. Flooding could have been worse, but the ground was not saturated prior to the storms, so water was able to percolate into the ground.
- *February 1969 Flood*- Occurred one month after the January storm series hit. Since the ground was by then saturated, property damage was more severe. The runoff from the storms resulted in the greatest flood of record on many streams in the upper Santa Ana River basin. Flooding from Mission Zanja deposited debris on streets, eroded road shoulders and parts of the Zanja's rock and mortar channel, washed out the bridge at New Jersey Street, damaged several residences, and inundated four citrus packing plans and several commercial businesses. Estimated damages were $304,000." (US Army Corps of Engineers, LA District, Information Bulletin, July 1984.) Flood damages in San Bernardino County from both floods were more than $54,000,000. Damages to residential property in the County were widespread. Damages in the Cucamonga area were particularly heavy: hundreds of people were forced to leave their homes – some for as long as 3 months. Damages to businesses and industrial property in San Bernardino County also were great. Agricultural losses were very severe. Flood damaged sewer lines and sewage-treatment plants posed a threat to the lives and health of many residents of San Bernardino County.
- *OEP-233-DR*- (December 1966) a series of three storms swept through San Bernardino County. December recorded the fourth most severe rainfall period in 76 years of San Bernardino rainfall history with a near-record 4.23. Nearly one-half mile of Alabama Street was washed out during flows up to five feet deep. Violent flows from the Santa Ana River also severely eroded the north levee protecting the Redlands Sewage Treatment Plant. The Zanja again overflowed east of Wabash Avenue, poured through an orange grove and flooded the Crafton School Yard. The University area, as well as the Central Business District, was layered with tons of mud and debris. The north approach to the Kansas Street Bridge was washed

away, and flows undercut the abutment, dropping the north end of the bridge about two feet. The bridges at both Iowa and New Jersey Streets suffered similar damages.

- *OEP-211-DR*- (November 1965) a series of five storm periods, ranging from light to severe, inflicted extensive damage in the region. The most severe of these storms occurred between November 20 and 25, when 11 deaths (6 in San Bernardino County) were attributed to the storms. Property damage estimates greater than $11 million were recorded. Within Redlands' jurisdiction, Alabama Street suffered extensive damage due to flood waters from the upper regions of the Santa Ana River/Mill Creek. Resultant flows put the Redlands Sewage Treatment Plan out of operation, took the city's largest water reservoir off line and produced significant damage throughout the northern portion of Redlands and its Central Business District. The Mission Zanja Creek, which flows through Redlands from a controlled diversion of Mill Creek for irrigation purposes, produced significant levels of mud and debris deposits, and flooded homes along Sylvan Boulevard. Water carried tons of mud from construction-bared slopes along Palo Alto Drive across Country Club Drive and through the storm drain channel, which bisects the golf course. Many intersections throughout the City were flooded, with gutters filled to overflowing with heavy runoff. Floodwater from the overflow of the Zanja flooded the basement of the Crafton Elementary School.
- *November 1965 Flood*- a damaging general storm occurred throughout Southern California, following on the heels of a smaller general storm, which occurred about a week earlier. The antecedent rainfall conditions from the earlier storm left watersheds with a residual moisture content in the soils thus contributing to the accelerated runoff that occurred as a result of the intense precipitation. Above freezing temperatures in the mountain areas further contributed to increased runoff. Major flood-producing waters emanated from the highest watersheds in the 10,000-foot ranges. The storm has been placed in the category of a small flood likely to recur every 5-15 years. Mill Creek flow was of about a 15-year frequency, the Santa Ana Canyon flow about a 5-year frequency, and Cucamonga Creek somewhat greater that a 10-year frequency.
- *August 1965 Flood*- In what was called an “electrifying” flash flood, muddy water cascaded destructively through the City’s streets. The muddy runoff overtaxed the capacities of storm drains and spewed across streets and highways into low-lying areas. Water swept into the basements of the Crafton and Kingsbury schools and flowed through the lobby of Provident Federal Savings at Orange and State and into the basement where the vaults were flooded. Two youths were rescued after they were swept 1 ¾ miles along a storm drain system, portions of which are buried pipe extending through downtown Redlands.
- *April 1965 Flood*- During this flood event, fast-moving water spilled out of the debris-choked channel in numerous spots, creating a serious flood hazard to low-lying homes between Dearborn and University Streets. City officials generally blamed poor maintenance of the Zanja for the flood. One house at Lincoln and Laramie Streets was partially flooded while foot-deep water swirled through the yards of many homes along the Zanja. Small bridges used for access from Sylvan Boulevard to homes on the other side were under water, but withstood the pressure.

- **Probability**

Flooding tends to occur in the summer and early fall because of the monsoon and is typified by increased humidity and high summer temperatures. The County of San Bernardino Flood Control District initiated a report following the floods of January and February 1969, which summed up the repetition of flood

damage in Redlands and vicinity. It stated that "*A review of the occurrence of past floods of serious magnitude in San Bernardino Valley shows that one may be expected on the average of every 20 to 21 years. 'Great floods' have been recorded for the years 1825, 1862, 1867, 1884, 1891, 1916, 1938, 1969 and 1993. Available records indicated that the greatest of these by far was the flood of January 1862. If the reconstructed data for that storm is reasonably accurate, it would have been approximately a once-in-350-years flood!*"

The standard measure for flooding is the "*100-year flood*", a benchmark used by the FEMA to establish a standard of flood control in communities throughout the country. The 100-year flood is also referred to as the "regulatory" or "base" flood. The term 100-year flood is often incorrectly used and can be misleading. The correct designation is "*the 1% annual chance flood*", meaning there is a 1% chance that a flood of that intensity and elevation will occur in any given year, not that the flood will occur once every hundred years.

The 100-year Flood map of the City of Redlands is shown in Figure 1 under the Flood Location and Extent subsection. As defined by FEMA, Zone A, AE, AE Floodway, AH, and AO (lighter shades of blue) indicate a 1% annual chance of flooding; while Zone Shaded X (dark blue) indicates a 0.2% of annual chance of flooding. Complete definitions of flood zone designations are provided in Table 1 under the Flood Location and Extent subsection.

- **Climate Change Considerations**

Climate change acts as an amplifier to flood hazards. Extreme weather events have become more frequent over the past 40 to 50 years and this trend is projected to continue. Rising sea levels and shifting weather patterns (temperate, winds) are expected to have a significant impact on rainfall frequency, intensity and distribution; which in turn will have a significant impact on the frequency of flood occurrences. Additionally, warmer weather patterns increase snowmelt, which in turn produces more runoff to the lower elevations.

5.4.1.4 INFECTIOUS DISEASE

- **Ranking-** *Probability*- Medium; *Impact*- High
- **Description**

Infectious Disease is a broad term used to describe illness caused by a specific type of bacterium, parasite, virus, or fungus organisms. Below is a brief overview of the main infectious disease types:

- *Bacterial Infections*- Responsible for a variety of diseases from strep throat to meningitis and tuberculosis.
- *Fungal Infections*- There are roughly 300 types of fungi known to cause infectious disease. Common types include ringworm, blastomycosis, histoplasmosis, and pneumocystis pneumonia.
- *Parasitic Infections*- Responsible for a variety of diseases including malaria, Chagas disease, and toxocariasis.
- *Viral Infections*- Responsible for a variety of diseases including the common cold, influenza, mononucleosis, smallpox, and HIV/AIDS.

These organisms can be transmitted:

- *Person-to-person (e.g., measles, mumps, meningococcal disease, tuberculosis)*
- *By consuming contaminated food or water, also known as foodborne (e.g.: salmonella, E.coli, botulinum toxin)*
- *Through animal bites (i.e., mosquito, ticks, fleas) also known as vector-borne (e.g.: West Nile virus, dengue, Zika, malaria).*

Newly emerging infectious diseases include Ebola, Zika, Severe acute respiratory syndrome (SARS), Middle East respiratory syndrome (MERS), avian influenza. The current pandemic (COVID-19) is linked to the SARS virus. The SARS coronavirus (SARS-CoV) is a virus identified in 2003. SARS-CoV is thought to be an animal virus from an as-yet-uncertain animal reservoir, perhaps bats, that spread to other animals (civet cats) and first infected humans in the Guangdong province of southern China in 2002. In 2019, in Wuhan China a new coronavirus was discovered. The coronavirus is closely related to the SARS coronavirus. The new virus goes by both COVID-19, standing for coronavirus disease 2019, and SARS CoV-2. Additional detail about the impacts of the COVID 19 can be found under the History section.

Also, of concern are the threats of potential biological terrorism (bioterrorism), the intentional release or spread of disease (or toxins). Bioterrorism, also known as biological warfare, is not new and has been used for centuries. As early as 600 BC, military leaders have implemented practices to poison water supplies and infect citizens/soldiers to gain strategic advantages in their efforts to conquer territories. Today there have been occurrences are both at the large scale (by military) and small scale (by terrorist organizations or individuals). No matter the purpose, the release of organisms could have devastating effects on an international, national, state, or local level if it is a highly infectious disease.

Infectious disease emergencies are incidents caused by these organisms, with the potential for significant illness or death in the population. The impact of infectious disease emergencies can also the local economy through loss of production and costs of treating or preventing spread of the disease. The ability to recover from an infectious disease emergency will depend on:

- *The type of biological agent (organism)*
- *The availability of prophylaxis (i.e., vaccine) for responders and the public*
- *The scale of the current and ongoing exposure*
- *The mode of transmission and whether transmission can be interrupted*
- *Whether the event is affecting critical infrastructure such as transportation, law enforcement, health care, and the medical and food supply chains.*

There are three (3) common levels (or categories) of infectious disease emergencies: Outbreaks, Epidemics, and Pandemics.

- *Outbreak*- when there are more cases than would be normally expected, often suddenly, of an infectious disease in a community or facility.
- *Epidemic*- when there are more cases than would be normally expected of an infectious disease, often suddenly, in a population of a large geographic area.
- *Pandemic*- refers to an epidemic that has spread over several countries or continents, usually affecting a large number of people.

Outbreaks, epidemics, or pandemics can occur when a new virus emerges to which the population has little immunity. Public Health measures are used to control outbreaks, epidemics, or pandemics of

infectious diseases, and are especially important for diseases with high morbidity or mortality and limited medical prophylaxis and/or rapid treatment. Public Health measures to control disease include:

- *Isolation and quarantine of persons or products, and legal closure of food establishments*
- *Control of contaminated food through recall of product*
- *Control of contaminated water through "Do Not Use", "Do Not Drink" or "Boil Water" orders*
- *Vector control spraying to target animals, bugs, and/or inspects*

- **Location and Extent**

An infectious disease incident can occur throughout the entire city any time during year.

- **History**

Infectious diseases have been of concern for many years. It is only recently, because of COVID-19 that the potential risk has been heightened. As sited by the Centers for Disease Control and Prevention (CDC), the 20th century saw three (3) pandemics, the most notable of which was the 1918 Spanish influenza pandemic that was responsible for 20 million deaths throughout the world. The pandemics are now known to represent three (3) different antigenic subtypes of influenza A virus: H1N1 (in 1918), H2N2 (Asian Influenza in 1957), and H3N2 (Hong Kong Influenza in 1968). Not classified as true pandemics are three (3) notable epidemics: a pseudo pandemic in 1947 with low death rates, an epidemic in 1977 that was a pandemic in children, and an abortive epidemic of swine influenza in 1976 that was feared to have pandemic potential. Major influenza epidemics show no predictable periodicity or pattern, and all differ from one another. Evidence suggests that true pandemics with changes in hemagglutinin subtypes arise from genetic reassortment with animal influenza A viruses.

Currently, the world is dealing with the effects of COVID-19. According to the CDC, COVID-19 was first identified in Wuhan, China, in December 2019. Although most people who have COVID-19 have mild symptoms, COVID-19 can also cause severe illness and even death. Some groups, including older adults and people who have certain underlying medical conditions, are at increased risk of severe illness. Because it is a new virus, scientists are learning more each day. New cases of and death rates from COVID-19 are rising globally each day. Potential vaccines are being tested but to date, there is no known cure.

Locally, the City of Redlands has been impacted by COVID-19 both from an economic standpoint, as well as its citizen impacted by the virus. Other infectious disease events include the 2009 H1N1, 2003 Avian Flu, 2015-17 Zika, 2014-16 West African Ebola; 2015 West Nile, 2013 large scale Tuberculosis, 2004 botulism Type A, 2003 West Nile, and the 2020 Hepatitis A outbreak.

- **Probability**

There is an annual risk of experiencing an infectious disease outbreak in the City of Redlands. While there is a continued threat from a novel influenza virus the potential threat of outbreaks and epidemics have been increased due expanding global trade and accessible national and international travel. Infectious disease outbreaks and epidemics occur on an ongoing basis.

Aside from the City of Redlands currently dealing with the effects from COVID-19, annual outbreaks of the seasonal flu usually occur during the late fall through early spring. Most people have natural immunity, and a seasonal flu vaccine is generally available. According to the CDC, in a typical year, approximately 5

to 20 percent of the population gets the seasonal flu and flu-related deaths range from 3,300 to 48,600 (average 23,600).

Bird flu (H5N1) is an influenza A virus subtype that is highly contagious among birds; although rare, some human infections with the Bird flu virus have occurred. Most confirmed cases have occurred in Asia, Africa, the Pacific, Europe and the Near East. According to the CDC, there are currently no confirmed human cases of Bird flu infections but it remains a serious concern with the potential to cause a deadly pandemic.

Swine flu (H1N1) was first detected in the United States in April 2009. This virus was a unique combination of influenza virus genes never previously identified in either animals or people. The Swine flu virus caused more illness in young people and pregnant women than is usual for prior flu seasons, and was declared a Worldwide Pandemic by the World Health Organization.

- **Climate Change Considerations**

While many vector-borne diseases, such as malaria, yellow fever, dengue, and murine typhus, are rarely seen in the United States, the United States are susceptible to these vector-borne diseases. Many vector-borne diseases are climate sensitive and ecological shifts associated with climate change are expected to impact the distribution and incidences of these diseases. Changes in temperature and precipitation directly affect vector born disease transmission through pathogen-host interaction, and indirectly through ecosystem changes and species composition. As temperatures increases vectors can spread into new areas that were previously too cold. For example, two (2) mosquito vectors that carry malaria are now found at the U.S.-Mexico border.

5.4.1.5 WILDFIRE

- **Ranking-** *Probability*- High; *Impact*- High
- **Description**

Wildfires can be started by natural and mad-made causes. There are three (3) different classes of wild land or wildfires: 1) surface; 2) ground; and, 3) crown. A “Surface fire” is the most common type and burns along the floor of a forest, moving slowly and killing or damaging trees. A “Ground fire”; usually started by lightning, are fed by subterranean roots, and smolder on or below the forest floor. A “Crown fire” spread rapidly by wind and move quickly by jumping along the tops of trees. Wildfires can be classified as either a wildland fire or a wildland-urban interface (WUI) fire. Wildland fires involve situations where a fire occurs in an area that is relatively undeveloped except for the possible existence of basic infrastructure such as roads and power lines. A WUI fire includes situations in which a wildland fire enters an area that is developed with structures and other human developments. In WUI fires, the fire is fueled by both naturally occurring vegetation and the urban structural elements themselves. According to the National Fire Plan issued by the U.S. Departments of Agriculture and Interior, the wildland-urban interface is defined as “*…the line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.*”

The WUI fire can be subdivided into three (3) categories (NWUIFPP, 1998): 1) classic wildland-urban interface; 2) the mixed wildland-urban interface; and, 3) the occluded wildland-urban interface. The *classic wildland-urban interface* exists where well-defined urban and suburban development presses up against open expanses of wildland areas. The *mixed wildland-urban interface* is characterized by isolated

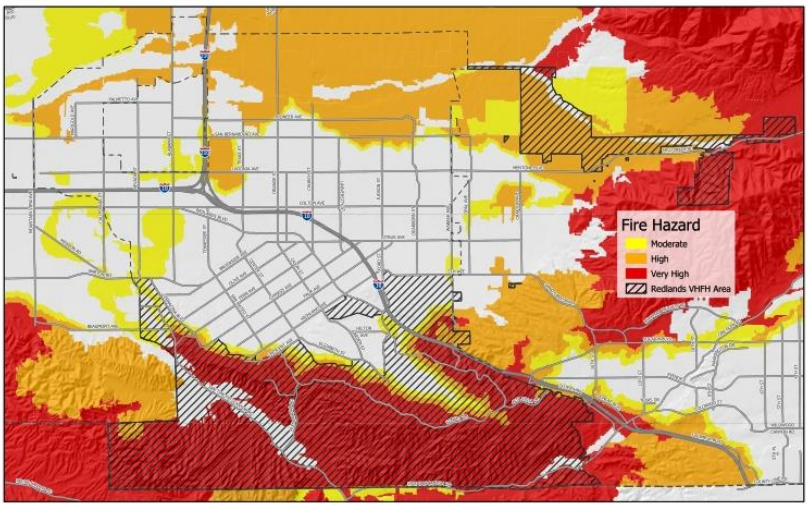
homes, subdivisions, and small communities situated predominantly in wildland settings. The *occluded wildland- urban interface* exists where islands of wildland vegetation occur inside a largely urbanized area. Generally, many of the areas at risk within the City of Redlands fall into the classic wildland-urban interface category.

Certain conditions must be present for a wildfire hazard to occur; a large source of fuel must be present, the weather must be conducive (generally hot, dry, and windy), and fire suppression sources must not be able to easily suppress and control the fire. The cause of a majority of wildfires is human-induced or lightning; however, once burning, wildfire behavior is based on three (3) primary factors: 1) fuel; 2) topography; and, weather. Fuel will affect the potential size and behavior of a wildfire depending on the amount present, its burning qualities (e.g., level of moisture), and its horizontal and vertical continuity. Topography affects the movement of air, and thus the fire, over the ground surface. The terrain can also change the speed at which the fire travels, and the ability of firefighters to reach and extinguish the fire. Weather as manifested in temperature, humidity and wind (both short and long term) affect the probability, severity, and duration of wildfires. Other factors that create concern are drought conditions and development (the build environment). Drought conditions bring on contributing concerns in that it can lead to relatively drier conditions and leave reservoirs and water tables lower; thus, creating hotter fires and less water to fight the fires. The expansion of the built environment into previously unoccupied areas introduces more people to the hazard and in some cases make response actions more challenging.

- **Location and Extent**

The climate, topography, and vegetation in Redlands is conducive to annual wildfire events. California Department of Forestry and Fire Protection, Fire and Resource Assessment Program (CDF-FRAP) was established and mandated to map areas of significant fire hazards based on fuels (vegetation), terrain, weather, and other relevant factors. These zones, referred to as Fire Hazard Severity Zones (FHSZ), define the application of various mitigation strategies to reduce risk associated with wildland fires. CDF-FRAP developed data that displays the relative risk to areas of significant population density from wildfire. This data is created by intersecting residential housing unit density with proximate fire threat, to give a relative measure of potential loss of structures and threats to public safety from wildfire. The maps below show the “very high” Fire Hazard Severity Zones located in Redlands for state and local responsibility areas (**Figure 5.9**).

Figure 5.9- Fire Hazard Severity Zones- City of Redlands



Due to a combination of topography, weather, and fuel, and exacerbated by potentially high winds and limited access, the southern portion of the City of Redlands is highly susceptible to wildland fire hazards. The slopes of San Timoteo and Live Oak canyons, the Badlands to the south, and the Crafton Hills to the east are not only difficult for firefighters and their equipment to reach, but the hill's steepness and configuration can result in the rapid upslope spread of fire.

Limited rainfall, low humidity, and seasonal high temperatures continue to contribute to the desiccation of the grasses and chaparral which cover the foothills, providing prime fuel for intense burns. Although some of the canyons are shielded from the direct impact of the powerful, dry Santa Ana winds, their occurrence generally aggravates the fire hazard. In addition, the presence of human activities in or near a wildland area dramatically increases the risk of a major fire due to careless smokers, illegal campfires, and other related risks. As noted above, the canyon areas located at the southwest of the City (and the surrounding areas) are the zones of highest hazard.

- **History**

Historically, fires in the City of Redlands have started in either San Timoteo or Live Oak Canyon and burn from a western to easterly direction, driven by prevailing winds and topography. **Figure 5.10** depicts the location of significant wildfires since 1950 in the City of Redlands, while **Table 5.4** shows the year and acres of reported wildfires in the City of Redlands since 2000.

Figure 5.10- Fire History for the City of Redlands and Vicinity, 1950-2020

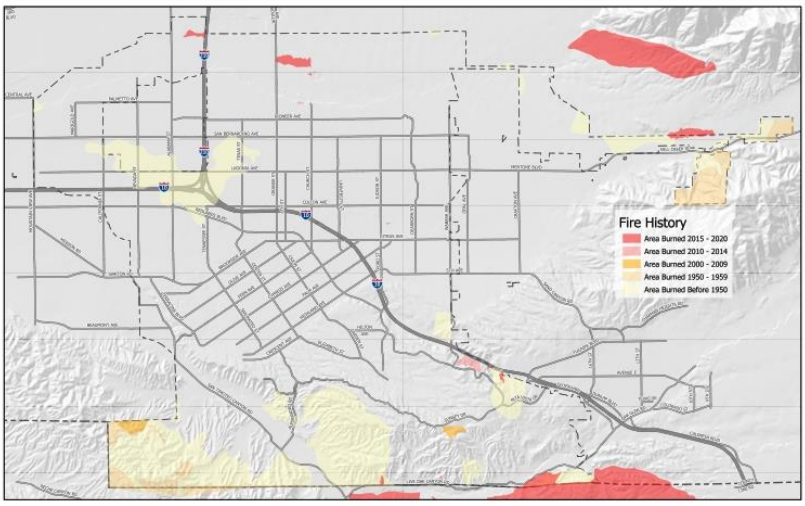


Table 5.4- Recent Fires Occurring in the Vicinity of the City of Redlands, 2000-2020

Name	Acres	Year
Reche	1,798	2001
Locust	1,899	2003
Mill Creek	173	2004
Hatchery	200	2005
Edgemont	521	2006
Garnet	119	2008
Helen Fire	22	2009
Helen Spot Fire	0	2009
River Fire	1	2010
30376 Live Oak Canyon Road	2	2011
Florida	67	2011
Greenspot	57	2012
Live Oak	73	2013
Mill	534	2013
Wabash Fire	24	2013
Orange Blossom Trail	0.3	2017
Palmer	3,872	2017
Wash Fire	11	2017
Outer Highway 10	4	2018
Freeway	1	2019
Live	3	2019
Sandalwood	1,005	2019
El Dorado	22,744	2020
Mentone Fire	41	2020
Orange Fire	37	2020
Orange Fire 2	23	2020
Bruder Fire	147	2020

- *Reche/Redlands Fires*- This wind-driven fire originated in Riverside County, in an area known as Reche Canyon. The fire burned northeast over a period of approximately 2 hours, entering San Bernardino County and threatening residents in the area of San Timoteo Canyon and Pilgrim Road. We were notified by Riverside County that the fire was moving into our county and expected to burn into San Timoteo Canyon. They requested us to assemble engines for structure protection along Pilgrim Road in San Timoteo Canyon. The fire was diverted away from these structures because of backfiring operations, air support and hand crews into San Timoteo. Overall, the fire damaged approximately 700 acres by containment.
- *Compost Fire*- This fire occurred within the High Fire Hazard Area of the City of Redlands. This area is subject to a great deal of commuter and transient activity between counties. Fire was located at 1901 Alessandro Road, and caused by illegal dumping of organic materials within the San Timoteo Canyon. Chemical reaction resulted in spontaneous combustion of the compost heap at Sunset Hills Kennels. A unified command was established, including numerous Strike Teams, Hand Crews, Fixed Wing Aircraft, Helicopters and Manpower. The fire consumed 140 acres, and resulted in one firefighter injury.
- *Canyon Fire*- Sparking from railroad train traffic ignited this vegetation fire, which started adjacent to the Southern Pacific tracks north of San Timoteo Canyon Road and west of Alessandro Road. The high temperature was 99 degrees, with humidity at 24%. The fire was one-quarter acre in size, with medium fuel and moderate rate of spread. Winds were out of the west and steady, at 10 miles per hour. Limited access and erratic winds increased the spread of the fire, which spotted along the base of the hills, west of Smiley Ridge. The fire spread north, up the west slope of the Smiley Ridge subdivision. Winds increased, causing a spot fire in the flats east of Alessandro, adjacent to Sunset Hills Ranch. Increased erratic winds caused another spot fire to occur north of the first, now in heavier brush. Incoming resources attempted a hose lay up the flanks, but terrain and weather conditions advanced the spot out of reach. Due to topography and weather conditions, additional resources were ordered. Due to the fire's potential, a unified command was established, and structure groups assigned. Aircraft dropped on all flanks of the fire, and dozers cut lines on two divisions. Hand crews were also placed on all Divisions to facilitate a line between the burned and unburned areas. The fire was 50% contained around midnight and 70% contained by 0600 hours on 9/10/96. The fire consumed 250 acres, with no loss of structures. Effective suppression tactics, ignition resistant construction requirements, residential sprinklers, and fuel modification allowed this fire to move eastward with no structure loss or damage. The fire then presented the potential of structure loss in older existing neighborhoods where these types of fuel modification had not been conditioned 15-20 years previous. This posed a threat for conflagration potential, and this is where the Fire Department would like to address hazard mitigation through grant implementation for existing property owners. Costs shown in damage figures are strictly related to overhead, manpower and equipment.

- **Probability**

The majority of work done to estimate the probability of wildfire occurrence has been around identifying the potential areas for wildfire to occur. As previously mentioned, vegetation, weather, and topography were the significant elements in identifying areas of potential threat to wildfire occurrences. The area south and east of the city of Redlands is marked by mountains, foothills, and canyons are covered in susceptible vegetation. A large amount of the native vegetation in the Redlands area is commonly called chaparral, it is a dense and scrubby bush that has evolved to persist in a fire-prone habitat. Chaparral

plants will eventually age and die; however, they will not be replaced by new growth until a fire rejuvenates the area. Chamise, manzanita and ceanothus are all examples of chaparral which are quite common in the Redlands area. The City of Redlands climate, with its warm and dry summers, contributes to low relative humidity and low fuel moistures. When combined with high fuel loading, the potential for a catastrophic wildfire event is significant. Three (3) weather conditions specific to Redlands that may cause the ignition and/or impact the behavior of wildfires are as follows:

- *Thunderstorms and the associated lightning are a significant source of fire starts, and usually occurs mid to late summer*
- *High winds can become steady up to 20 mph and gust up to 30-40 mph throughout the year but are most likely to exacerbate wildland fires during the months of August through October when dry vegetation conditions are generally present*
- *Hot, dry conditions most commonly occur in August and September*

This knowledge and understanding are a key driver in the methodology of the CDF-FRAP program. According the CDF, the FRAP "very high" Fire Hazard Severity Zone maps are based on data and models of, potential fuels over a 30- to 50-year time horizon and their associated expected fire behavior and expected burn probabilities to quantify the likelihood and nature of vegetation fore exposure to buildings. This indicates a very high likelihood of wildfire occurrence in the area. As such, Redlands is susceptible to annual wildfire risk. An aspect of wildfires that needs greater consideration within the City of Redlands is man-made caused wildfires. Over the past few years, the City has noticed an increase in the number of wildfires started by arsonists, illegal homeless encampments, and improper use of fireworks. All of these factors have increased the probability of wildfires in the City.

- **Climate Change Considerations**

Climate change plays a significant role in wildfire hazards. The changing conditions from wet to dry can create more fuel; the increased possibility of high winds increase risk and present a challenge, and drought conditions could hinder ability to contain fires. Large wildfires also have several indirect effects beyond those of a smaller, local fire. These may include air quality and health issues, road closures, business closures, and other forms of losses. Furthermore, large wildfires increase the threat of other disasters such as landslide and flooding.

5.4.1.6 WINDSTORM

- **Ranking**- *Probability*- High; *Impact*- Medium
- **Description**

Winds are often referred to according to their strength, and the direction from which they are blowing. Wind is caused by the difference in pressure from one point on the earth's surface to another. Wind is created by air moving from the area of "*higher*" pressure to the area of "*lower*" pressure; the difference in pressure over a certain distance, determines the strength of the wind. Air does not move directly from the point of highest pressure to the point of lowest pressure. The earth's rotation affects the air flow by deflecting it to the right. This effect is called the Coriolis Effect. In the Northern Hemisphere, this causes air to flow clockwise around high-pressure areas and counter-clockwise around low-pressure areas.

Winds are categorized by types and each type is associated with wind speeds: breeze (<0-31 mph), gale (32-65 mph), storm (66-72 mph), and hurricane (73-139> mph). Within each category are sub classifications with differential names depending on geographic location (i.e., tropical depression, tropical storm/cyclone) and/or categories (i.e., category 3 hurricane). Damage from winds account for half of all severe reports in the lower 48 states and is more common than damage from tornadoes. Winds are also measured using the Beaufort Scale. The Beaufort Scale categories winds by wind speed, using Force categories between 0-12 to measure speed and summarize descriptions (**Table 5.5**).

Table 5.5- Beaufort Scale

Category (Force)	Speed (MPH)	Description
0	0-1	Calm. Smoke rises vertically and the sea is flat.
1	1-3	Light air. The direction of the wind is shown by drifting smoke, but not wind vanes.
2	4-7	Light breeze. Wind is felt on the face, leaves rustle, and wind vanes move. Small wavelets appear on the ocean, but do not break
3	8-12	Gentle breeze. Leaves and small twigs are in motion, and light flags extend. Larg3 wavelets appear on the ocean and crests begin to break.
4	13-18	Moderate breeze. Dust and loose paper become airborne, and small branches move. Small waves appear on the ocean.
5	19-24	Fresh breeze. Small trees begin to sway and moderate waves appear.
6	25-31	Strong breeze. Large branches are in motion, and holding an umbrella becomes difficult. Large waves begin to form.
7	32-38	Near gale. Whole trees are in motion, and walking against the wind can be hard. Foam from breaking waves is blown in streaks.
8	39-46	Gale. Walking is difficult and twigs break off trees.
9	47-54	Severe gale. There is slight structural damage, and the crests of waves begin to topple.
10	55-63	Storm. Trees are uprooted and there is considerable damage to structures. Very high waves form in long, overhanging crests.
11	63-72	Violent storm. There is widespread structural damage, exceptionally high waves form, and the ocean is completely covered in foam.
12	>73	Hurricane. There is devastating structural damage. On the ocean, the air is filled with foam and spray.

For the purposes of the LHMP, windstorms include both 1) cyclonic winds and 2) significant straight-line, with little-to-no precipitation.

Cyclonic winds are the wind which swirl counter-clockwise in the northern hemisphere or clockwise in the southern hemisphere. The biggest differences between hurricanes and tornadoes are how big they are and how long they last. Hurricanes are typically hundreds of miles in diameter, with high winds and heavy rains over the entire region. Hurricanes can last for days or even weeks. Tornadoes usually last no more than a few minutes.

- *Hurricane*- A rotating low-pressure weather system (storm) that has organized thunderstorms but no fronts (a boundary separating two air masses of different densities. Hurricanes originate in the Atlantic basin, which includes the Atlantic Ocean, Caribbean Sea, and Gulf of Mexico, the eastern North Pacific Ocean, and, less frequently, the central North Pacific Ocean. Hurricanes develop in stages; working their way up to hurricane status:
  - *Tropical Wave*- A low-pressure trough moving generally westward with the trade winds.

- *Tropical Disturbance*- An organized area of thunderstorms that usually forms in the tropics. Typically, they maintain their identity for 24 hours and are accompanied by heavy rains and gusty winds.
- *Tropical Cyclone*- A generic term for any organized low pressure that develops over tropical and sometimes sub-tropical waters. Tropical depressions, tropical storms, and hurricanes are all example of tropical cyclones.
- *Tropical Depression*- An organized area of low pressure in which sustained winds are 38 mph or less.
- *Tropical Storm*- A tropical cyclone with maximum sustained wind speeds that range from 39 to 73 mph.
- *Hurricane*- A tropical cyclone with sustained winds of at least 74 mph.

After the storm reaches Hurricane status, the Saffir-Simpson Hurricane Wind Scale is used to categorizes hurricanes by sustained wind speeds (**Table 5.6**).

Table 5.6- Saffir-Simpson Hurricane Wind Scale

Category	Wind Speed	Description
1	74-95	Very dangerous winds will produce some damage: Well-constructed frame homes could have damage to roof, shingles, vinyl siding and gutters. Large branches of trees will snap and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days
2	96-110	Extremely dangerous winds will cause extensive damage: Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3	111-129	Devastating damage will occur: Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes
4	130-156	Catastrophic damage will occur: Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months
5	>156	Catastrophic damage will occur: A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months

- *Tornado*- A tornado is a rapidly (violent) rotating column of air that is in contact with both the surface of the Earth and a cumulonimbus cloud or, in rare cases, the base of a cumulus cloud. Tornadoes come in many shapes and sizes, and are often visible in the form of a condensation funnel originating from the base of a cumulonimbus cloud, with a cloud of rotating debris and dust beneath it. Most tornadoes have wind speeds less than 110 miles per hour, are about 250 feet across, and travel a few miles before dissipating. The most violent tornadoes are capable of tremendous destruction with wind speeds of up to 300 mph. They can destroy large buildings, uproot trees and throw vehicles hundreds of yards. They can also drive straw into trees. Damage paths can be in excess of one mile wide to 50 miles long.

Most tornadoes form from thunderstorms. They need warm, moist air from the Gulf of Mexico and cool, dry air from Canada. When these two air masses meet, they create instability in the atmosphere. A change in wind direction and an increase in wind speed with increasing height creates an invisible, horizontal spinning effect in the lower atmosphere. Rising air within the updraft tilts the rotating air from horizontal to vertical. An area of rotation, 2-6 miles wide, now extends through much of the storm. Most strong and violent tornadoes form within this area of strong rotation. Tornadoes are measured by the Fujita Tornado Scale (**Table 5.7**) which classifies tornadoes by intensity categories, based on the maximum winds occurring within the funnel.

Table 5.7- Fujita Tornado Scale

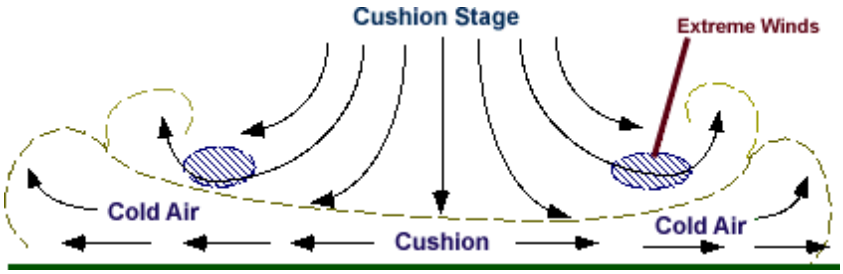
Category	Wind Speed	Description
F0	40-72 miles per hour	Gale Tornado. Light Damage: Some damage to chimneys; breaks twigs and branches off trees; pushes over shallow-rooted trees; damages signboards; some windows broken; hurricane wind speed begins at 73 miles per hour.
F1	73-112 miles per hour	Moderate Tornado. Moderate Damage: Peels surfaces off roofs; mobile homes pushed off foundations or overturned; outbuildings demolished; moving autos pushed off the roads; trees snapped or broken.
F2	113-157 miles per hour	Significant Tornado. Considerable Damage: Roofs torn off frame houses; mobile homes demolished; frame houses with weak foundations lifted and moved; boxcars pushed over; large trees snapped or uprooted; light-object missiles generated.
F3	158-206 miles per hour	Severe Tornado. Severe Damage: Roofs and some walls torn off well-constructed houses; trains overturned; most trees in forests uprooted; heavy cars lifted off the ground and thrown; weak pavement blown off roads.
F4	207-260 miles per hour	Devastating Tornado. Devastating Damage: Well-constructed homes leveled; structures with weak foundations blown off some distance; cars thrown and disintegrated; large missiles generated; trees in forest uprooted and carried some distance away.
F5	261-318 miles per hour	Incredible Tornado. Incredible Damage: Strong frame houses lifted off foundations and carried considerable distance to disintegrate; automobile-sized missiles fly through the air in excess of 300 feet (100 meters); trees debarked; incredible phenomena will occur.
F6-12	>319 miles per hour	The maximum wind speeds of tornadoes are not expected to reach the F6 wind speeds.

Straight-line winds are common with the gust front of a thunderstorm or originate with a downburst from a thunderstorm. The winds can gust to 130 mph and winds of 58 mph or more and can last for more than twenty minutes. Straight-line wind events are most common during the spring when instability is highest and weather fronts routinely cross the country. These storms have wind speeds capable of reaching up to 100 mph, capable of producing a path of damage extending for hundreds of miles. Terms and characteristics of damaging straight-line wind events include:

- *Derecho*- Derechos, Spanish for “straight”, are a widespread, long-lived, straight-line wind storm event that is associated with a land-based, fast-moving group of severe thunderstorms. Derechos can cause hurricane-force winds, tornadoes, heavy rains, and flash floods. A warm-

weather phenomenon, derechos occur mostly in summer, especially during June, July, and August.

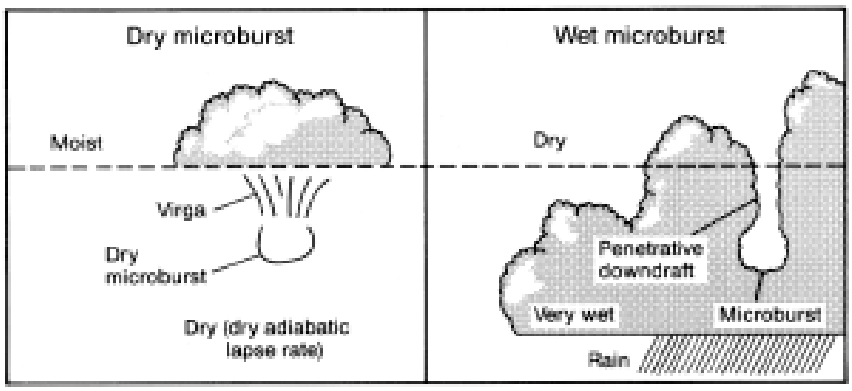
- *Updrafts/Downdraft*- Localized regions of warm or cool air will exhibit vertical movement (updrafts/downdrafts). Updrafts are small-scale current of rising air, often within a cloud. A mass of warm air will typically be less dense than the surrounding region, and so will rise until it reaches air that is either warmer or less dense than itself. The converse will occur for a mass of cool air, and is known as subsidence. This movement of large volumes of air, especially when regions of hot, wet air rise, can create large clouds, and is the central source of thunderstorms. Drafts can also be conceived by low or high-pressure regions. A low-pressure region will attract air from the surrounding area, which will move towards the center and then rise, creating an updraft. A high-pressure region will then attract air from the surrounding area, which will move towards the center and sink, spawning a downdraft.
- *Downburst*- Strong, downdraft winds flowing out of a thunderstorm cell. A downburst is a straight- direction surface wind in excess of 39 miles per hour caused by a small-scale, strong downdraft from the base of convective thundershowers and thunderstorms. Downbursts of all sizes descend from the upper regions of severe thunderstorms when the air accelerates downward through either exceptionally strong evaporative cooling or by very heavy rain, which drags dry air down with it. When the rapidly descending air strikes the ground, it spreads outward in all directions, like a fast-running faucet stream hitting the bottom of the sink.



There are two (2) sub-categories of downbursts: the larger macrobursts and small microbursts.

Macroburst- Macrobursts are downbursts with winds up to 117 miles per hour which spread across a path greater than 2.5 miles wide at the surface and which last from 5 to 30 minutes.

Microburst- Microbursts are strong, damaging winds which strike the ground and often give the impression a tornado has struck. They frequently occur during intense



thunderstorms. The origin of a microburst is downward moving air from a thunderstorm's core. But unlike a tornado, they affect only a rather small area, less than 2.5 miles in diameter from the initial point of downdraft impact. An intense microburst can result in damaging winds near 170 miles per hour and often lasts for less than five minutes. There are two (2) types of microburst windstorms: dry and wet.

- *Gust Front*- A gust front is the leading edge of rain-cooled air that clashes with warmer thunderstorm inflow. Gust fronts are characterized by a wind shift, temperature drop, and gusty winds out ahead of a thunderstorm. Sometimes the winds push up air above them, forming a shelf cloud or detached roll cloud.
- *Haboob*- Haboobs, Arabic for blasting/drifting, is a type of intense dust storm carried on an atmospheric gravity current (i.e., thunderstorm), also known as a weather front. When a thunderstorm collapses, and begins to release precipitation, wind directions reverse, gusting outward from the storm and generally gusting the strongest in the direction of the storm's travel. Haboobs occur regularly in arid regions throughout the world.

In Southern California, Santa Ana winds are considered a windstorm event. Santa Ana winds are katabatic winds- Greek for *"flowing downhill"*. These winds occur below the passes and canyons of the coastal ranges of Southern California and in the Los Angeles basin. Santa Ana winds often blow with exceptional speed in the Santa Ana Canyon (the canyon from which it derives its name). Santa Ana winds are strong, extremely dry (low humidity) down-slope winds that originate from cool, dry high pressure air masses in the Great Basin region (the high plateau east of the Sierra Mountains and west of the Rocky Mountains, including most of Nevada and Utah) and affect Southern California. These winds come up, over, and are pulled southward down the eastern side of the Sierra Nevadas and into the Southern California region. The air warms as it descends toward the California coast at the rate of 5 degrees Fahrenheit per 1000 feet due to compressional heating. Thus, compressional heating provides the primary source of warming. The air is dry since it originated in the desert, and it dries out even more as it is heated.

Forecasters at the National Weather Service offices in Oxnard and San Diego usually place speed minimums on these winds and reserve the use of "*Santa Ana*" for winds greater than 25 knots. These winds accelerate to speeds of 35 knots as they move through canyons and passes, with gusts to 50 or even 60 knots. Santa Ana winds can happen anytime during the year but are most prevalent in the autumn and winter months. The most significant hazard associated with Santa Ana winds is an increased wildfire danger, but Santa Ana winds can also cause downed trees and power lines, and property damage, as well as causing potentially hazardous conditions for RV's, semi-trailers, aircraft and boaters.

- **Location and Extent**

Although tornadoes and hurricanes are rare, the entire City of Redlands is susceptible to various types of windstorms.

- **History**

As mentioned, tornadoes and hurricanes are rare in the area but the City of Redlands has experienced significant straight-line winds events. Over the past five (5) years, the City has noticed an increase in local straight-line wind events. Many of the straight-line wind events do not rise to the level of significance or require the activation of the City's EOC but they do leave behind a trail of damage. The straight-line wind

events range in strength of wind and duration but they all have similar impacts; downed trees and powerlines, injuries, and minor structural damage. These straight-line wind events create issues for local resident and business, including property damage and traffic congestion.

- **Probability**

The City of Redlands is at risk of windstorms at any given time during the calendar year. However, as previously mentioned they are more prevalent in the autumn and winter months. Santa Ana winds, which commonly occur between October and February, and can, reach speeds of more than 100 miles per hour. Tornadoes and/or Hurricanes occur infrequently in California, which has a statewide average of just 5 tornadoes/hurricanes a year. This is significantly less than states located in the US' "*tornado alley*", which can experience as many as 50–100 tornadoes per year or along the southern Atlantic US/Gulf of Mexico region which can experience twelve (12) named storms, six (6) hurricanes, and three (3) major hurricanes each year**.** In addition, most California tornadoes and hurricanes are considered "weak"; the historical average occurrence rate of Strong – Violent events in California is zero.

- **Climate Change Considerations**

Climate change will play a significant role with windstorm events. The changing conditions are expected to cause a significant amplification to many existing conditions. Because of this, climate change might impact the frequency and intensity of windstorms. Climate change, although still being studied, could have an effect on high- and low-pressure zones. High- and low-pressure zones are created by many factors, but many are related to uneven heating of the earth's surface by the sun. Many of the factors that go into the heating of the earth's surface, but many may be impacted by Climate change (i.e., type of vegetation in areas impact ability to absorb heat, amount of snow cover which reflects heat). In addition to altering and possibly increasing frequency of significant winds in the area. This indicates that the City of Redlands could experience a greater number of windstorm events in the future.

5.4.2 TIER II

The hazards, in alphabetical order, under Tier 1I include: Aircraft Accident/Incident; Civil Disturbance; Drought; Extreme Temperature, Hazardous Material Accident; Infestation; Landslide; Technology Disruption; and, Train Accident/Incident.

5.4.2.1 AIRCRAFT ACCIDENT/INCIDENT

- **Ranking-** *Probability*- Medium; *Impact*- Medium
- **Description**

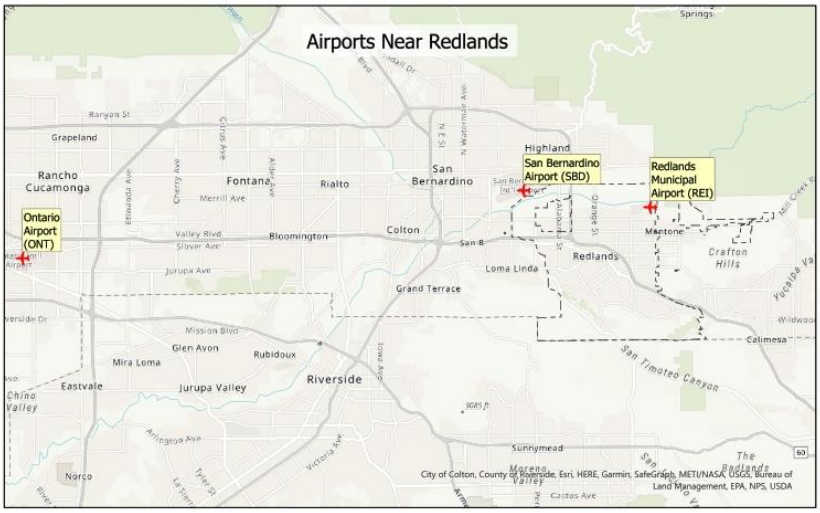
Aircraft Accidents/Incidents can occur "*in-flight*" or "*on ground*", that either cause death and injuries or cause substantial damage to an aircraft and/or airport facilities. This can include fatalities or injuries as a result of: 1) being in the aircraft, 2) direct contact with any part of the aircraft, including parts which have become detached from the aircraft, or 3) direct exposure to jet blast (with excepts). Damages includes accidents/incidents that affect the structural strength, performance or flight characteristics of the aircraft and/or airport requiring major repair or replacement and incidents where the aircraft is missing or is completely inaccessible. For purposes of this LHMP, the definition of "aircraft accident" does not include "unmanned aircraft accident,".

- **Location and Extent**

Since 1947, the Redlands Municipal Airport (REI) has been serving the area's aviation community. Redlands Municipal Airport is a 180-acre facility with a 4,570 foot long by 75-foot-wide runway serving

approximately 240 based aircraft. In addition to the Redlands Municipal Airport, the Ontario International Airport (ONT) and the San Bernardino International Airport (SBD) are in close proximity to the City of Redlands. **Figure 5.11** depicts the location of the three (3) local airports in the general area of the City of Redlands.

Figure 5.11- Airports Around the City of Redlands



In addition to the local airports, there are four (4) large commercial airports operating in the region. The City of Redlands is transected by the flight pattern from LAX, ONT, SBD, and March Air Reserve Base.

- **History**

The City of Redlands has suffered several accidents/incidents in the past. **Table 5.8** provides an overview of the events that have occurred since 2008, according to the National Transportation Safety Board (NTSB) Case Analysis and Reporting Online (CAROL) Query Tool. All reported aircraft accidents involved small craft, aircraft.

Table 5.8- Aircraft Accidents Since 2008

Accidents	Total	Dates
Incidents	8	
Incident Injury Type		
Fatal	*3*	*Jun 2020, Feb 2010, Sep 2009*
Serious	*1*	*Sep 2011*
Minor	*1*	*Mar 2015*
None	*3*	*May 2015, Jul 2013, Sep 2011*

- **Probability**

The possibility of an aircraft accident/incident occurring in the City of Redlands will continue to exist due to the location (and existing use) of the Redlands Municipal Airport, SBD, ONT, and March Air Reserve Base. It is worth to note, that the Redlands Municipal Airport also supports the US Forest Service and CAL FIRE NOT heliports during fire seasons. Based on historic events and known increase safety standards, it is anticipated that future accidents/incidents will be minimal. The risk to the City of Redlands associated with these types of accidents/incidents is similar to other general aviation airports in southern California.

- **Climate Change Considerations**

While there are many devices that monitor and/or track weather conditions, it is expected that changing conditions are going to impact air travel. From the simplest of impacts from temperatures altering takeoffs and landing, to increase in rains and winds altering flight patterns, changes in our environment could increase the likelihood of an aircraft accidents/incidents.

5.4.2.2 CIVIL DISTURBANCE

- **Ranking-** *Probability*- Medium; *Impact*- Medium
- **Description**

Civil Disturbance is a term generally used to describe disorderly conduct or a breakdown of orderly society by a large group of people. Civil Disturbance can range from a form of protest against major socio-political problems to riots.

- **Location and Extent**

Civil Disturbance can occur in any part of the City of Redlands. However, it is generally located within larger, more concentrated, commercial areas.

- **History**

No significant historical incidents to report to date. However, there have been a few small incidents that have occurred due to recent social and political movements.

- **Probability**

There are no studies that predict the probability of civil disturbance occurrences.

- **Climate Change Considerations**

While there is no direct linkage between climate change and civil disturbances, there could be indirect linkages. As climate change impacts are either felt or perceived to be felt it could ignite passions within people to demonstrate against possible causes or enablers.

5.4.2.3 DROUGHT

- **Ranking-** *Probability*- Medium; *Impact*- Low
- **Description**

Drought can best be thought of as a condition of water shortage for a particular user in a particular location. Drought is a gradual phenomenon and generally are not signified by one or two dry years. California's extensive system of water supply infrastructure (reservoirs, groundwater basins, and interregional conveyance facilities) generally mitigates the effects of short-term dry periods for most water users. However, drought conditions are present when a region receives below-average precipitation, resulting in prolonged shortages in its water supply, whether its water supply is provided by atmospheric, surface, or ground water means. A drought can last for months or years, or may be declared after as few as 15 days.

Drought is not a purely physical phenomenon, but rather an interplay between natural water availability and human demands for water supply. The precise definition of drought is made complex owing to political considerations, but there are generally four (4) types of conditions that are referred to as drought:

- *Meteorological drought is brought about when there is a prolonged period with less than average precipitation.*
- *Agricultural drought is brought about when there is insufficient moisture for average crop or range production. This condition can arise, even in times of average precipitation, owing to soil conditions or agricultural techniques.*
- *Hydrologic drought is brought about when the water reserves available in sources such as aquifers, lakes, and reservoirs fall below the statistical average. This condition can arise, even in times of average (or above average) precipitation, when increased usage of water diminishes the reserves.*
- *Socioeconomic drought associates the supply and demand of water services with elements of meteorological, hydrologic, and agricultural drought. Socioeconomic drought occurs when the demand for water exceeds the supply as a result of weather-related supply shortfall.*

The U.S. Drought Monitor, established in 1999, is a weekly map of drought conditions produced jointly by the National Oceanic and Atmospheric Administration, the U.S. Department of Agriculture, and the National Drought Mitigation Center at the University of Nebraska-Lincoln. The map is based on measurements of climatic, hydrologic and soil conditions as well as reported impacts and observations from more than 350 contributors around the country. Droughts are generally categorized into five (5) categories: D1) Abnormally Dry, D2) Moderate Drought; D3) Severe Drought; D4) Extreme Drought; and, D5) Exceptional Drought. There are many considerations that are factored into the determining the drought status; these include consideration of status on the: Palmer Drought Severity Index; CPC Soil Moisture Model; USGS Weekly Streamflow; Standardized Precipitation Index; and Objective Drought Indicator Blends.

- **Location and Extent**

The entire City of Redlands is subject to drought conditions and water shortages.

- **History**

It was only recently that the State of California emerged from a proclaimed a State of Emergency due to extremely dry conditions. The longest duration of drought (D1-D4) in California lasted 376 weeks beginning on December 27, 2011 and ending on March 5, 2019. The most intense period of drought occurred 2014 and 2017, where at its peak over 50% of the land in California was under Exceptional Drought (D4) conditions. The City of Redlands has experienced several droughts, most recently during the statewide drought from 2011-2019.

- **Probability**

In any given year, California and the City of Redlands can be subject to drought conditions and water shortages. This is especially true since much of the water is provided by outside resources, resources that a shared with others. It is also important to note that droughts do not happen over night, they are a slow buildup of conditions. On average, seventy-five percent (75%) of the state's annual precipitation occurs in the "wet season"- *November thru March*. December, January, and February generally see the most precipitation but there have been many early and late season storms that bring in a substantial amount

of precipitation. One of the best ways to predict drought conditions is to study the status of the El Niño Southern Oscillation (ENSO) patterns. In California. ENSO is a periodic shifting of ocean atmosphere conditions in the tropical Pacific that ranges from El Niño (warm phase) to neutral to La Niña (cold phase). La Niña conditions tend to favor a drier outlook for Southern California; while the El Niño conditions favor stronger, and wetter storms.

- **Climate Change Considerations**

Climate change has the potential to make drought events more common in the West, including California. Extreme heat creates conditions more conducive for evaporation of moisture from the ground, thereby increasing the possibility of drought. A warming planet could lead to earlier melting of winter snow packs, leaving lower stream flows and drier conditions in the late spring and summer. Snow packs are important in terms of providing water storage and ensuring adequate supply in the summer, when water is most needed. Changing precipitation distribution and intensity have the potential to cause more of the precipitation that does fall to run-off rather than be stored. The result of these processes is an increased potential for more frequent and more severe periods of drought.

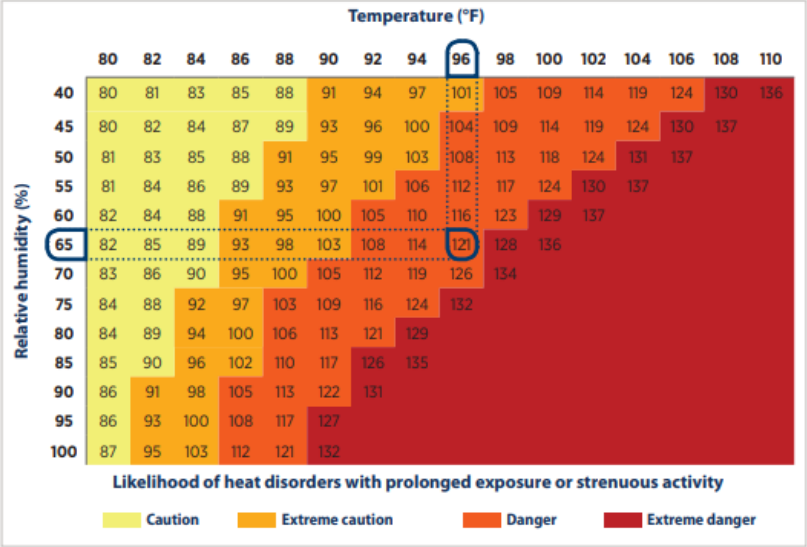
5.4.2.4 EXTREME TEMPERATURE

- **Ranking-** *Probability*- Medium; *Impact*- Low
- **Description**

For the purposes of the LHMP, Extreme Temperatures include both 1) extreme heat and 2) freezing weather conditions.

Extreme Heat conditions, according to the EPA and CDC, is defined as weather that is much hotter and more humid than average for a particular time and place. The heat index is a measure of how hot it feels when relative humidity is factored in with the actual air temperature (**Figure 5.12**). Relative humidity is the percentage of moisture in the air compared with the maximum amount of moisture the air can hold. Humidity is an important factor in how hot it feels because when humidity is high, water doesn't evaporate as easily, so it's harder for your body to cool off by sweating.

Figure 5.12- NOAA's National Weather Service Heat Index



Extreme heat is not just a nuisance; it kills hundreds of Americans every year and causes many more to become seriously ill. Measures to prevent illness are generally common sense, including staying cool indoors, keeping hydrated, limiting physical activity, and monitoring those at highest risk.

Freeze conditions are noted when there are sustained temperatures below freezing (32F). Prolonged freezing temperatures can pose a risk to vulnerable populations, particularly if combined with power outages. When combined with precipitation, ice can form on roadways, trees, and power lines creating secondary hazard conditions. Extreme cold can result in significant damage to homes and businesses (e.g., from burst pipes), and can cause significant health problems, such as hypothermia and frostbite. Agriculture and livestock are subject to damage and life loss, and may cause economic impacts as well. The NOAA provides three (3) different categories of actions for freeze events: advisory, watch, and warning.

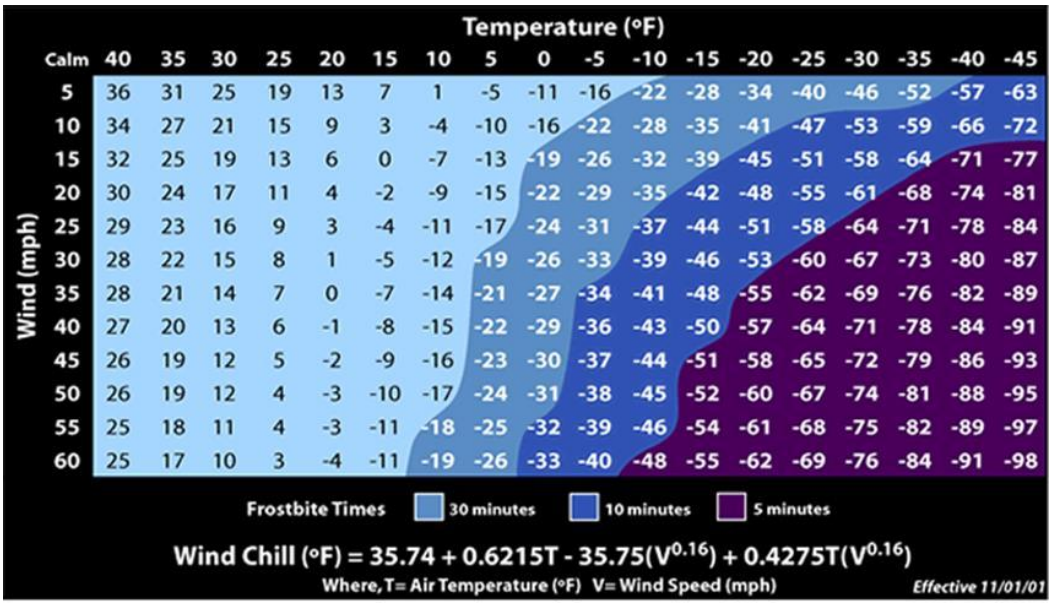
- *Frost Advisory* is issued when the minimum temperature is forecast to be 33 to 36 degrees on clear and calm nights during the growing season.
- *Freeze Watch* is issued when there is a potential for significant, widespread freezing temperatures within the next 24–36 hours.
- *Freeze Warning* is issued when significant, widespread freezing temperatures are expected.

Prolonged freezing temperatures can pose a risk to vulnerable populations, particularly if combined with power outages. Exposure to cold can cause significant health problems, such as frostbite or hypothermia and become life-threatening. When combined with extreme cold temperatures, winds can compound the events creating a phenomenon known as "wind chill" factor.

Wind Chill is the term used to describe the rate of heat loss on the human body resulting from the combined effect of low temperature and wind. As winds increase, heat is carried away from the body at a faster rate, driving down both the skin temperature and eventually the internal body temperature. Animals are also affected by wind chill; however, cars, plants and other objects are not. **Figure 5.13** shows the NWS Wind Chill Chart which uses science and other information to provide an

accurate, understandable, and useful formula for calculating the dangers from winter winds and freezing temperatures.

Figure 5.13 -Wind Chill Chart



- **Location and Extent**

The entire city is subject to Extreme Heat and/or Freeze conditions. While, this will affect humans, a significant impact would be felt on livestock and agriculture. The City of Redlands also has several agriculture growers that produce citrus and other crops.

- **History**

The City of Redlands experiences extreme temperatures on an annual basis. In most instances, the events are short in duration and do not create significant impacts on the community. Some of the minor events do require the City to take action including dissemination of Public Service Announcements, checking in with vulnerable populations (elderly, homeless), and opening and/or coordinate with others to open heating and/or cooling centers. Some of the more significant extreme weather events in the region include:

- *In 2010 an extreme heat event occurred in impacting the Southeastern Desert Region.*
- *In 2007 an extreme cold event damaged citrus, row, field and nursery crops county-wide, including agriculture.*
- *In 2006, San Bernardino County experienced an extreme heat event affecting the Valley communities.*

- **Probability**

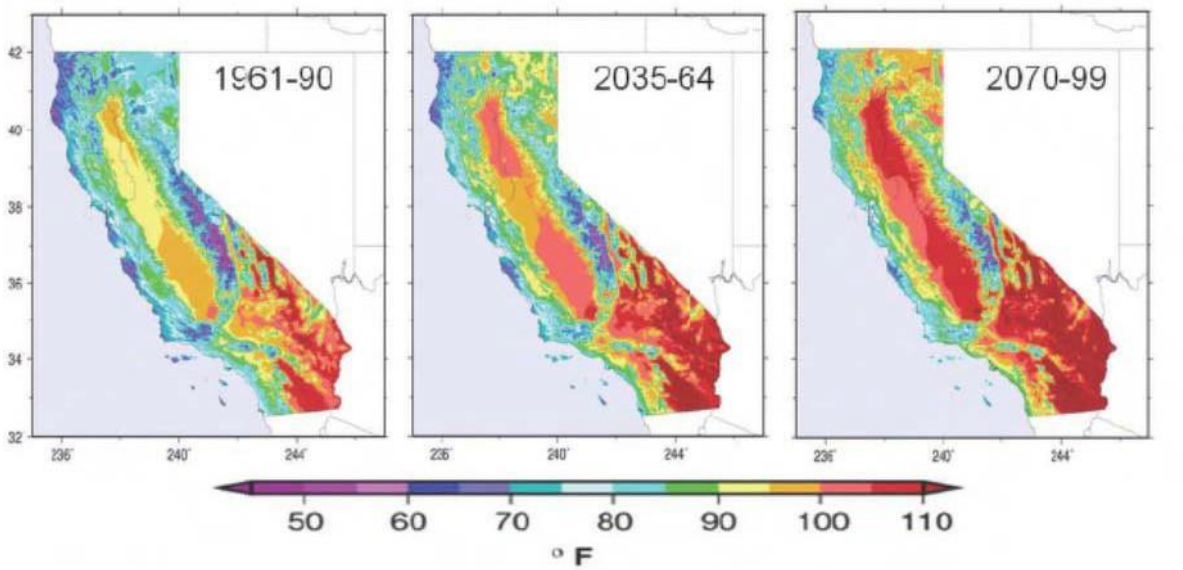
In any given year the City could experience Extreme Heat or Freeze events.

- **Climate Change Considerations**

Climate plays a significant role in Excessive Heat and Freeze events. As temperatures rise and fall due to changing conditions, Californians will face greater possibility of Extreme Heat or Freeze events. Depending on the model and the study referenced, freezing spells are likely to increase and/or decrease in frequency

as climate conditions change. By mid-century, extreme heat events in urban centers could cause two to three times more heat-related deaths than occur today. By 2100, The California Energy Commission is projecting hotter temperatures are expected throughout the state, with an increase of 3 to 5.5°F under the lower emissions scenario and 8 to 10.5°F under the higher emissions scenario (**Figure 5.14**).

Figure 5.14- Comparison between Historic and Projected Temperature



According to the EPA and CDC, the chances are increasing that an Extreme Heat or Freeze event could happen where you live because, the average temperatures are rising, both in the United States and around the world:

- *Globally, the annual average temperature has been rising since the beginning of the 20th century, and temperatures are expected to continue to rise through the end of this century.*
- *Worldwide, 15 of the 16 warmest years on record have occurred since 2000, with the exception of 1998*

5.4.2.5 HAZARDOUS MATERIAL ACCIDENT

- **Ranking**- *Probability*- Medium; *Impact*- Medium
- **Description**

Hazardous materials are used and/or created in manufacturing, agriculture, service industries (e.g., gas stations, dry cleaners), and health care facilities. Several household products such as cleaning supplies and paint are also considered hazardous materials. These chemicals and hazardous materials may be corrosive or otherwise damaging over time. The US Department of Transportation (US DOT) classifies hazard chemicals/materials into the following classification system:

- *Class 1*- Explosives
- *Class 2*- Flammable, non-flammable, and poisonous gases
- *Class 3*- Flammable liquids
- *Class 4*- Flammable, spontaneously combustible, and dangerous when wet solids
- *Class 5*- Oxidizers and organic peroxides
- *Class 6*- Toxic (poisonous) substances

- *Class 7*- Radioactive materials
- *Class 8*- Corrosive substances
- *Class 9*- Miscellaneous dangerous goods/hazardous materials and articles

The release of these chemicals and/or materials into a community can have devastating effects. A hazardous materials release could also result in public health risks, fires, and/or explosions. Contamination may be carried out of the immediate area of the incident by people, vehicles, wind, and water. Weather conditions can increase the size and intensity of the Hazardous Materials Release. Typography, such as hills and canyons, can increase the size of the release or make it more difficult to contain. There are several types of hazardous materials releases:

- *Fixed-Site Releases*- releases involving the production and manufacturing, handling, and storage of a hazardous product at a single facility as well as any releases that may occur at a designated hazardous waste disposal site.
- *Transportation-Related Releases*- Includes releases that occur while the hazardous material is in transit from one facility to another or en route to be disposed of at a designated hazardous waste disposal site (e.g., on highways, railways, airports, or in pipelines).
- *Intentional Releases*- includes criminal acts and acts of terrorism in which a hazardous material is used to intentionally cause injuries and/or fatalities, damage the environment and/or property, or advance a political or social agenda.

- **Location and Extent**

As outlined above, hazardous materials can be found throughout the community. The location and identity of facilities that store hazardous materials must be reported to local and federal governments as required by the Emergency Planning and Community Right-to-Know Act (EPCRA). Many facilities have their own hazardous materials guides and response plans, including transportation companies who transport hazardous materials. The release of hazardous materials into the environment can cause a multitude of problems. Although these incidents can happen almost anywhere, certain areas of Redlands are at higher risk, such as near roadways that are frequently used to transport hazardous materials and locations with industrial facilities that use, store, and/or dispose of such materials. Areas crossed by railways, waterways, airways, and pipelines also have increased potential for mishaps. **Table 5.9** provides a list of sites within the City of Redlands.

Table 5.9- Registered Hazardous Chemical Sites in the City of Redlands

Site/Facility Name	Location
Crafton-Redlands area	Bunker hill groundwater sub-basin
Edison/Redlands II (Redlands Boulevard) MGP	501-525 w. Redlands Boulevard at Kendall
Jorco Chemical Company	32185 east outer Highway 10
Judson Street Elementary School	Judson Street/Pennsylvania Avenue
Layne Christensen Redlands property	1675 West Park Avenue
Lockheed Propulsion Corporation	1500 Crafton Avenue
New High School No.3	Texas Street/w. Pioneer Avenue
QA Processor Service	302 Alabama Street, ste8
Redlands Airport	1745 Sessums Drive
Redlands Community Day School	Alabama Street/West Park Avenue
Redlands Early Education Center	1712 West Park Avenue
Redlands Farming Company	780 West San Bernardino Avenue
SoCal gas/Redlands I (State Street.) MGP	State Street at Redlands Boulevard

Teledyne Battery Products	840 W Brockton Avenue

- **History**

A significant hazardous materials events in San Bernardino County included the February 1996 train derailment in the Cajon Pass. A 49-car Burlington Northern-Santa Fe freight train en route from Barstow, California, to Los Angeles, derailed near Cajon Junction, killing the conductor and a trainman, and seriously injuring the engineer. The derailment resulted in a rail car pile-up which included five cars containing hazardous materials. The train ignited, and continued to burn for several days, requiring immediate closure of I-15, extended closure of SR-138, and a secondary closure of I-15 three days later due to the potential explosion of a tank car containing butyl acrylate. In addition to the train crew casualties, 32 people suffered minor injuries (21 police officers, 8 California Transportation Department personnel, and 3 civilians). According to the National Transportation Safety Board (NTSB), the total economic cost of the incident reached almost $9.5 million, including equipment, environmental and other costs.

Within the City of Redlands, the Fire Department has the responsibility for responding to hazardous materials incidents. The City of Redlands Fire Department has responded to a series of hazardous material incidents over the years. While most are routine in natural and do not require significant resources, there have been a handful of incidents that have required greater response and recovery coordination/effort. **Figure 5.15** depicts the location of the more significant hazardous material incidents within the City of Redlands between 1999-2020 and **Table 5.10** provides details of the events.

Figure 5.15- Hazardous Material Spills City of Redlands (1999-2020)

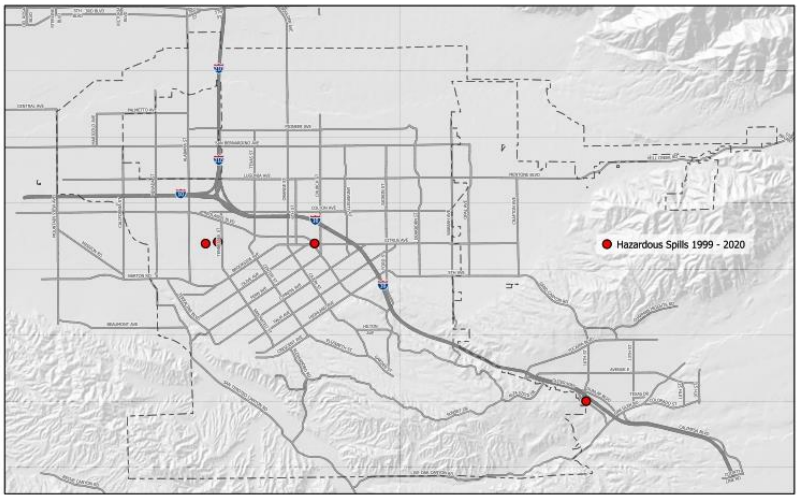


Table 5.10- Hazardous Material Spills City of Redlands (1999-2020)

Address	Date	Quantity	Unit of Measure	Commodity
12910 16th Street	10/11/1999	50	LGA	acrylic acid, stabilized
300 Kansas Street	4/2/2008	160	SLB	batteries, wet, filled with acid, electric storage
539 E Redlands Boulevard	8/1/2000	300	LGA	gasoline
301 Tennessee Street	2/14/2018	56	LGA	diesel fuel

- **Probability**

The release of chemicals and hazardous materials can occur anywhere in the city but are more likely on or near major transportation corridors. Incidences can occur during production, storage, transportation, and/or during use or disposal of materials. Communities can be at risk if a chemical is used unsafely or released in harmful amounts into the environment. Hazardous materials can cause death, serious injury, long lasting health effects, and damage to buildings, the environment, homes, and other property.

- **Climate Change Considerations**

While there is little evidence to link climate change increase occurrences of chemical and hazardous material releases, weather plays a significant factor in certain aspects of chemical and hazardous material releases. Changing conditions can create more mishaps and accidents with production, storage, transportation, use, and disposal of chemicals and hazardous materials. Additionally, changing conditions could impact the response and recovery efforts after releases.

5.4.2.6 INFESTATION

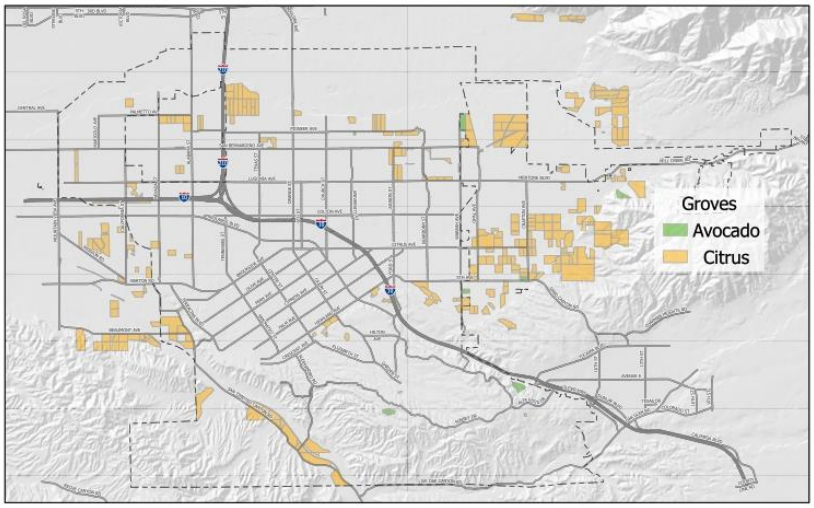
- **Ranking-** *Probability*- Medium; *Impact*- Low
- **Description**

Agricultural pests and disease infestation occur when an undesirable organism inhabits an area in a manner that causes serious harm to agriculture crops, livestock or poultry, and wild land vegetation or animals. Countless insects and diseases live on, in, and around plants and animals in all environments. Most are harmless, while some can cause significant damage and loss. Under some conditions, insects and diseases that have been relatively harmless can become hazardous. For example, severe drought conditions can weaken trees and make them more susceptible to destruction from insect attacks than they would be under normal conditions.

- **Location and Extent**

The City of Redlands has several agriculture crops (orange groves) but limited commercial livestock or poultry. However, the City of Redlands, much like most cities have areas and vegetation susceptible to infestations. Impacts to local plants happen throughout the entire city. Impacts on wildland vegetation or animals generally happened in interface areas along edges of the community (i.e., Crafton Foothills, Live Oak Canyon, Sam Timoteo Canyon, San Bernardino Mountains). The location of the groves is depicted on **Figure 5.16**.

Figure 5.16- Citrus Groves



- **History**

As mentioned, the city is vulnerable to insect infestation. Infestations of Mediterranean Fruit Fly, Oriental Fruit Fly, Gypsy Moth, Glassy-winged Sharpshooter, Asian Citrus Psyllid, and Light-Brown Apple Moth have all occurred in the last 30 years; however, there are not detailed records to list each event. Diseases such as Chrysanthemum White Rust and Pierce's Disease of Grapes have caused significant losses to local plants and impacts on wildland vegetation or animals.

Emergencies related to insect infestation have impacted San Bernardino County and its local jurisdictions in the last decade, including an increased fire risk due to Bark Beetle infestation of trees in 2003, and mosquito-borne West Nile Virus in 2007. Since 2002, the Bark Beetle infestation has required removal of 99,500 acres of affected trees in the San Bernardino National Forest, as well as on private lands, at a cost of $4 million in grants and matching funds. However, both the Bark Beetle and West Nile Virus infestations are under control and did not seriously impact the City of Redlands. Additionally, while future infestation issues are possible, the impact on the City of Redlands is generally expected to be limited and no major impact to the community.

- **Probability**

Due to its interaction with the global economy, its mild Mediterranean climate, and its diversified agricultural and native landscape, the City of Redlands can experience impacts from agricultural pests and diseases annually.

- **Climate Change Considerations**

Continued climate change is likely to alter the abundance and types of pests, lengthen pests' breeding season, and increase pathogen growth rates. For example, the pink bollworm, a common pest of cotton crops, is currently a problem only in southern desert valleys because it cannot survive winter frosts elsewhere in the state. However, if winter temperatures rise 3 to 4.5°F, the pink bollworm's range would likely expand northward, which could lead to substantial economic and ecological consequences for the state.

Temperature is not the only climatic influence on pests. For example, some insects are unable to cope in extreme drought, while others cannot survive in extremely wet conditions. Furthermore, while warming speeds up the lifecycles of many insects, suggesting that pest problems could increase, some insects may grow more slowly as elevated carbon dioxide levels decrease the protein content of the leaves on which they feed (California Climate Change Center 2006).

5.4.2.7 LANDSLIDE

- **Ranking-** *Probability*- Medium; *Impact*- Medium
- **Description**

Landslides can be defined as the movement of a mass of rock, debris, or earth down an incline. According to the USGS, the term "*landslide*" encompasses five (5) modes of slope movement: falls, topples, slides, spreads, and flows.

- *Falls are masses of soil or rock that dislodge from steep slopes and free-fall, bounce, or roll downslope.*
- *Topples move by the forward pivoting of a mass around an axis below the displaced mass.*
- *Spreads (lateral) commonly induced by liquefaction of material in an earthquake, move by horizontal extension and shear or tensile fractures.*
- *Slides displace masses of material along one or more discrete planes.*
  - In "rotational" sliding, the slide plane is curved and the mass rotates backwards around an axis parallel to the slope;
  - In "translational" sliding, the failure surface is more or less planar and the mass moves parallel to the ground surface.
- *Flows mobilize as a deforming, viscous mass without a discrete failure plane.*

Landslides can be caused by natural processes or by man-made activities. Landslides occurs when down-slope forces (gravity) exceed the resistance (strength) of the earth materials. Landslides can be initiated by rainfall, snowmelt, changes in water level, stream erosion, changes in ground water, earthquakes, volcanic activity, disturbance by human activities, or any combination of these factors. Two (2) of the more common types of landslides include:

- *Mudflows*- defined as flows or rivers of liquid mud down a hillside on the surface of normally dry land. They occur when water saturates the ground, usually following long and heavy rain falls, or rapid snow melt. Mud forms and flows down slope if there is no ground cover such as brush or trees to hold the soil in place.
- *Debris Flow*- defined when water begins to wash material from a slope or when water sheets off of a newly burned stretch of land. Chaparral land is especially susceptible to debris flows after a fire. The flow will pick up speed and debris as it descends the slope. As the system gradually picks up speed it takes on the characteristics of a basic river system, carrying everything in its path along with it.

Fast-moving (or rapidly-moving) landslides present the greatest risk to human life, and people living in or traveling through areas prone to rapidly moving landslides are at increased risk of serious injury. Debris-flows can travel down a hillside with speeds up to 200 miles per hour (though more commonly, 30-50 miles per hour), depending on the slope angle and type of earth and debris in the flow.

Slow-moving landslides can occur on relatively gentle slopes and can cause significant property damage but are less likely to result in serious human injuries. Slow-moving slides include rotational slides, where sliding material moves along a curved surface, and translational slides, where movement occurs along a flat surface. These slides are generally slow-moving and can be deep. Slumps are small rotational slides that are generally shallow.

The size of a landslide usually depends on the geology and the initial cause of the landslide. Landslides vary greatly in their volume of rock and soil; the length, width, and depth of the area affected; frequency of occurrence; and speed of movement. Some characteristics that determine the type of landslide are slope of the hillside, moisture content, and the nature of the underlying materials. Landslides are given different names, depending on the type of failure and their composition and characteristics.

Many landslides are difficult to mitigate, particularly in areas of large historic movement with weak underlying geologic materials. As communities continue to modify the terrain and influence natural processes, it is important to be aware of the physical properties of the underlying soils as they, along with climate, create landslide hazards. Proper planning cannot completely eliminate the threat of landslides to the safety of people, property, and infrastructure; however, without proper planning, landslide hazards will be even more common and more destructive.

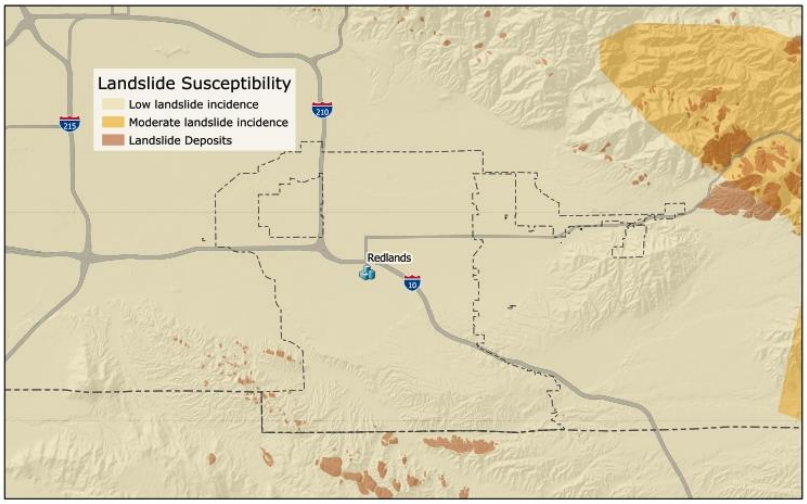
- **Location and Extent**

The California Geological Survey is in the process of recording and mapping historical and potential landslides in the state. The location and extent of landslides are extremely difficult to predict and are usually based on historical event and/or soil type and topography. Landslides have the potential to occur in areas with one or more of the following conditions:

- *On or close to steep hills*
- *Steep road-cuts or excavations*
- *Existing landslides or places of known historic landslides (such sites often have tilted power lines, trees tilted in various directions, cracks in the ground, and irregular-surfaced ground)*
- *Steep areas where surface runoff is channeled, such as below culverts, V -shaped valleys, canyon bottoms, and steep stream channels*
- *Fan-shaped areas of sediment and boulder accumulation at the outlets of canyons*
- *Canyon areas below hillside and mountains that have recently (within 1-6 years) been subjected to a wildland fire.*

Figure 5.17 depicts the location around the City of Redlands of low landslide incidence on the USGS' Landslide Incidence and Susceptibility in the Conterminous United States map (Overview map, 2001), which shows areas of landslides and areas susceptible to future land sliding (defined to include most types of gravitational mass movement such as rock falls, debris flows, and the failure of engineered soil materials).

Figure 5.17- Landslide Incidence in the Vicinity of the City of Redlands



- **History**

Historically, the majority of landslides in Redlands have been a secondary hazard to other hazards (i.e., earthquakes, floods); there have been no known previous occurrences of landslides documented in the City of Redlands.

- **Probability**

Landslides are a common hazard in California. Weathering and the decomposition of geologic materials produce conditions conducive to landslides, and human activity further exacerbates many landslide problems. It is difficult to estimate the probability of occurrence for landslide as no landslide susceptibility maps have been prepared for Redlands. However, recently there has been increased probability for mud flows and debris flows due to wildfire events in the area.

- **Climate Change Considerations**

Climate change can increase the probability, frequency, and/or intensity of landslides. Changes in precipitation, specifically the increased frequency of intense precipitation, can result in significant water run-off, which may cause landslides. Additionally, increase in wildfire hazards will result in loss of hillside vegetation. The loss of hillside vegetation will increase the likelihood of debris and mudflows. This could result in landslides occurring in areas not previously identified.

5.4.2.8 TECHNOLOGY DISRUPTION

- **Ranking-** *Probability*- Low; *Impact*- High
- **Description**

Technology disruption includes both deliberate (cyber-attacks) or accidental (equipment failure or human error) actions that can cause the loss of use of technology and/or data. A cyber threat/attack is a circumstance or event that has or indicates the potential to exploit technology vulnerabilities and to adversely impact organizational operations, organizational assets (including information and information systems), individuals, other organizations, or society. Critical infrastructure, such as utilities and

telecommunications, are also potential targets. Cyber threats/attacks are most easily described as either external threats (where attacks originate outside of established networks) or internal/insider threats (where attacks originate from users who have existing access to an internal network). Examples of cyber threats/attacks include: malware and hacking, phishing, denial of service attacks, ransomware, and state-sponsored hacking. Any one of these threats, if initiated, and successful, can produce a cyber-attack that has major implications throughout the organization. Recent report produced by Verizon (2020) analyzes 32,002 security incidents and 3,950 confirmed breaches from 81 global contributors from 81 countries and indicate the following trends:

- *86% of data breaches for financial gain - up from 71% in 2019*
- *Cloud-based data under attack – web application attacks double to 43%*
- *67% of breaches caused by credential theft, errors and social attacks*
- *Clearly identified cyber-breach pathways enable a "Defender Advantage" in the fight against cyber-crime*
- *On-going patching successful - fewer than 1 in 20 breaches exploit vulnerabilities*
- *37% of credential theft breaches used stolen or weak credentials*
- *25% involved phishing*
- *Human error accounted for 22%*

- **Location and Extent**

Technology disruptions can happen anywhere within the City but will generally be targeted towards larger corporations or government organizations.

- **History**

While there have been several smaller cyber threats and hacking, none have reached a level of significance. However, the frequency of cyber-attacks on public and private sector organizations in general, continues to rise.

- **Probability**

The probability of technology disruptions is on the rise globally, national, and locally. The probability of occurrence of cyber threats is rapidly increasing, especially with increased reliance on the Internet and cloud-based computing. However, cyber security threats/attacks will generally be targeted towards larger corporations or state/national governments which are not located within the county.

Local governments are increasingly being targeted by cyber criminals on the basis that they have fewer resources to defend themselves. Unlike natural hazards, where there is historical data, and some predictive modeling can occur, cyber-attacks are an emerging hazard, which are more challenging to anticipate

- **Climate Change Considerations**

While there is little evidence to link climate change to increase in occurrences of cyber security threats/attacks, the target could be related to persons/groups with issues with individuals or companies they perceive to have effect on the climate (i.e., greenhouse gas producers) within the community. And much like terrorism, depending on the consequence of the cyber-attack, it could hinder the response and recovery efforts.

5.4.2.9 TRAIN ACCIDENT/INCIDENT

- **Ranking-** *Probability*- Low; *Impact*- Medium
- **Description**

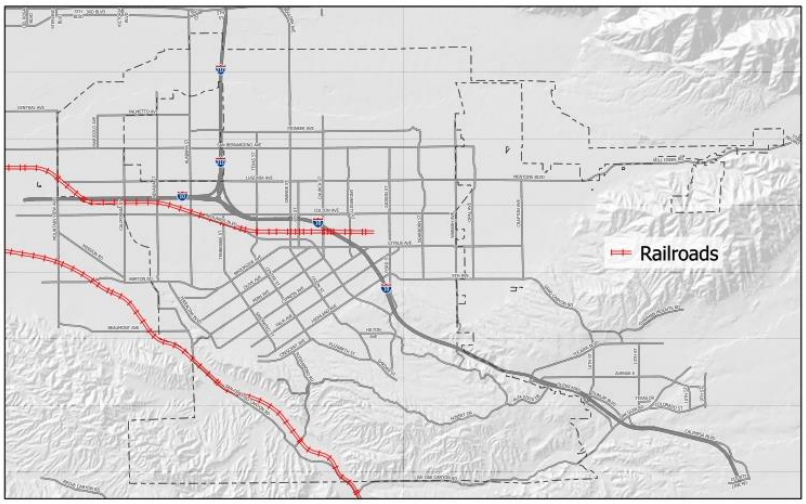
Train derailments are defined as any accidents involving public or private trains carrying passengers or cargo along the rail corridor. Cargo commodities include such things as hazardous materials, fuel (including oil), agriculture, meats, and non-consumables (*NOTE: hazardous materials incident are covered under a separate hazard*). Train derailments, like other transportation accidents, are less likely to lead to a state or federal disaster declaration, than other hazards previously and afore mentioned.

- **Location and Extent**

Trains running through the City of Redlands carry both commuters and commodities (**Figure 5.18**). However, San Bernardino County is currently in the final stages of extending the Metrolink line to the City of Redlands. This will increase the frequency of trips and volume of riders/passengers, thus increasing the potential for commuter-related train incidents.

Train accidents are generally localized, and the incidents result in limited impacts at the community level. However, if there are volatile or flammable substances on the train and the train is in a highly populated or densely forested area, death, injuries, and damage to homes, infrastructure, and the environment, including forest fires can occur.

Figure 5.18- Rail Lines in Vicinity of the City of Redlands



- **History**

There have been no historical train derailments incidents within the City of Redlands.

- **Probability**

Train accidents can occur any time during the year. Because of current plans to extend the commuter rail into the City of Redlands, it is expected that the provability of an incident/accident will increase.

- **Climate Change Considerations**

Weather conditions have been known to play a significant role in some train derailments globally. While current train operations anticipate and plan for current and future weather conditions, sudden changes

to weather conditions and weather patterns can affect the safe movement of trains. Additionally, climate change could impact response and recovery operations.

5.4.3 TIER III

The hazard under Tier III includes Dam Breach and Terrorism.

5.4.3.1 DAM BREACH

- **Ranking-** *Probability*- Low; *Impact*- Medium
- **Description**

Because of California's seasonal and climatic conditions, water storage is critical. Dams and reservoirs help reserve (store) the water necessary for agriculture, hydroelectric power, recreational activities, environmental protection, and a stable drinking water supply. They are also critical tools in flood and debris control. Based on the function, dams can be classified as: storage dam, diversion dam, detention dam, debris dam, or coffer dam. In addition to the classifications there are several types of dams:

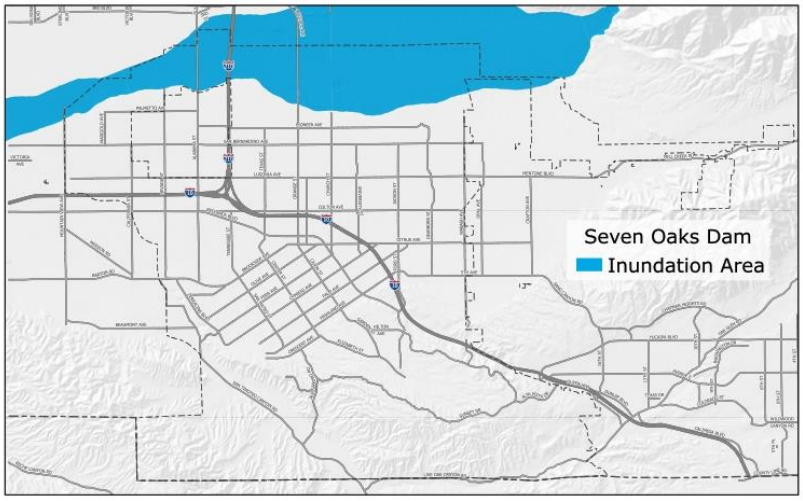
- *Gravity Dams- concrete, rubber masonry*
- *Embankment Dams- earth or rock*
- *Arch/Multiple Arch Dams- concrete*
- *Buttress Dams- concrete, timber, steel*

Along with their many benefits, dams and reservoirs present formidable consequences if not properly designed, built, and maintained. Failures to dams and reservoir are generally due to old age, poor design/construction, lack of maintenance, structural damage, improper siting, landslides flowing into a reservoir, or terrorist actions. Structural damage is often a result of a flood, erosion, or earthquake. A catastrophic dam/reservoir failure could inundate the area downstream. The degree of flood impact is dependent upon topography, vegetation, duration and intensity of rainfall with consequent storm water runoff. The force of the water is large enough to carry boulders, trees, automobiles, and even houses along a destructive path downstream. Another factor in dam/reservoir failures is heavy or increased precipitation, especially in very short periods of time. This increase in rainfall can crested dams, weaken structures, and erode supports. The potential for casualties, environmental damage, and economic loss is great. Damage to electric generating facilities and transmission lines could impact life support systems in communities outside the immediate hazard area.

- **Location and Extent**

As shown in **Figure 5.19**, the northernmost portions of the City of Redlands, along the Santa Ana River margin, are located within the potential dam inundation area for Seven Oaks Dam as mapped by San Bernardino County ISD/GIS as part of the San Bernardino County General Plan. Construction of this modern dam by the U.S. Army Corps of Engineers was completed in 1999. Designed for flood control, its location near the San Andreas Fault resulted in the dam's being designed to resist earthquake damage for events as large as a M8 earthquake.

Figure 5.19- Dam Inundation Areas in the City of Redlands



- **History**

The State of California and the federal government have a rigorous Dam Safety Program. This is a proactive program that ensure proper planning in the event of failure but also sets standards for dam design and maintenance. Because of this, many potential issues have been addressed and/or resolved. Within the City of Redlands, no significant dam failures have occurred.

- **Probability**

Dam failure events are infrequent and usually coincide with the events that cause them, such as earthquakes, landslides, excessive rainfall and snowmelt. These impacts can also be exacerbated by aging or poor maintenance of the structures. There is a "residual risk" associated with dams; residual risk is the risk that remains after safeguards have been implemented. For dams, the residual risk is associated with events beyond those that the facility was designed to withstand. However, the probability of occurrence of any type of dam failure event is considered to be low in today's regulatory and dam safety oversight environment.

- **Climate Change Considerations**

Increased rainfall from changing climate conditions could present a risk to dams and reservoirs in area if volume of runoff is greater than the dam's capacity. This could cause the County to release stored water into the downstream water courses in order to ensure the integrity of the dam.

5.4.3.2 TERRORISM

- **Ranking-** *Probability*- Low; *Impact*- Medium
- **Description**

Terrorism has become an undeniable reality throughout the United States. The term terrorism refers to intentional, criminal malicious acts. There is no single, universally accepted definition of terrorism, and it can be interpreted in many ways. Terrorism is defined in the Code of Federal Regulations as "...t*he unlawful use of force and violence against persons or property to intimidate or coerce a government, the*

civilian population, or any segment thereof, in furtherance of political or social objectives." (28 CFR, Section 0.85). For the purposes of this plan, terrorism refers to the use of weapons of mass destruction, including biological, chemical, nuclear, and radiological weapons; arson, incendiary, explosive, and armed attacks; industrial sabotage and intentional hazardous materials releases; and cyber terrorism. Many of these incidents can be a well-planned, coordinated attacks with multiple suspects, or the result of a lone individual on a rampage. Conventional Attacks/Active Shooter incidents are generally considered a lone individual incident; some are considered "homegrown violent extremists" inspired by foreign terrorist groups.

- **Location and Extent**

Terrorism can occur throughout the entire city but due to terrorisms' intended purpose to cause the greatest amount of destruction it would most likely happen in more populous areas (high value, visually recognized targets) where more devastation, fear, and chaos will ensue.

- **History**

The City and surrounding area have experienced several terrorism (Active Shooter) events. In March of 2016, the police responded to a single shooter incident at Office Depot. There was one (1) minor injury reported. In April of 2017, there was also a shooting at North Park Elementary, part of the Redlands Unified School District. The shooting was an apparent murder–suicide and an act of domestic violence. Three people died from their wounds and another student was wounded and hospitalized. However, the most significant Active Shooter event in the area occurred December of 2015 at the Inland Regional Center in San Bernardino. Fourteen (14) people were killed and 22 others were seriously injured. The pursuit to capture the shooters lead the police to the City of Redlands. The shooters were killed in a shootout, which also left two (2) officers injured.

- **Probability**

All City businesses and facilities are perceived as a soft target; however, due to the intended purpose of terrorism, it would most likely happen in more populous urban areas where more devastation (and fear) will ensue.

- **Climate Change Considerations**

While there is little evidence to link climate change increasing occurrences of terrorism. However, depending on the type of attack, it could intensify the incident (i.e., Improvised Explosive Device- *IED* during high wind event), and hinder the response and recovery efforts (i.e., evacuation during flooding).

6 RISK ASSESSMENT

6.1 OVERVIEW

The purpose of this section is to estimate the potential exposure and vulnerability (impacts) of hazards within the City of Redlands. While an emphasis will be on the built environment (residential, non-residential, critical facilities, etc.), the economy, and the general population; other areas may be considered (i.e., lifelines, environment). The focus of this section will be on Tier I hazards. As presented in Section 5.0- Hazard Assessment, the Planning Team ranked hazards into tiers: Tier I, Tier II, and Tier III hazards. Understanding potential impacts (damage and losses) is essential to decision-making at all levels of government, providing a basis for developing mitigation plans and policies, emergency preparedness and response and recovery planning. To accomplish this, two (2) different approaches were used:

Scientific Loss Estimation Modeling

The scientific loss estimation modeling efforts included the utilization of the FEMA Hazus model. Hazus is a nationally applicable standardized methodology that estimates potential losses from floods, earthquakes, hurricane winds and tsunamis. Hazus uses state-of-the-art Geographic Information Systems (GIS) software to map hazard data and estimate potential *physical damage* to residential, commercial, schools, critical facilities, and infrastructure; *economic loss*, including lost jobs, business interruptions, repair, and reconstruction cost; and, *social impacts*, including estimating shelter requirements, displaces households, and population exposure to the hazard.

Hazus standard configuration allows for "*out-of-the-box*" regional or community-wide loss assessment using default (Level 1) building inventory databases, aggregated to the census tract (for earthquakes) or census block (for floods) level. Hazus also allows for the replacement of the default data with data that better reflects the area. In 2009, FEMA sponsored a project to leverage and improve San Bernardino County Assessor data for general building stock and utilize it in Hazus for county-level flood and earthquake analysis (San Bernardino County Essential Facilities Risk Assessment- *SBEFRA*). The SBEFRA project incorporated enhanced flood data from information on the FEMA updated (2008) Digital Flood Insurance Rate Map (DFIRM). The results of the SBEFRA project were leveraged and incorporated into this plan.

Exposure Assessment

Because scientific loss estimation models are not available for all types of hazards, a different approach was used on some hazards to identify potential impacts; exposure assessments. There are two (2) kinds of exposure assessment: 1) when there a hazard exposure area (or footprint); and, 2) when an exposure area (footprint) does not exist.

A hazard exposure footprint enables you to determine areas in the planning area where you are either "*in*" or "out" of the hazard (i.e., wildfire). With this footprint, the Planning Team was able to determine elements within the hazard area and conduct a qualitative assessment of the potential impact. For those hazards where an exposure footprint does not exist (i.e., infectious disease, energy shortage/power outage), the assessment is done for the entire planning area/City. Neither approach provides an estimate potential damage but provides an understanding of the exposure and as such,

the potential loss during events. Types of elements that were considered during the exposure assessment were general building stock, populations, lifeline infrastructure, economy, and the environment. **Table 6.1** provides a summary of relevant building stock from Hazus, population, and economy information presented in *Section 3.0- Community Profile*. This information provides a reference point which can be used to assess the potential impacts from the hazard.

Table 6.1- Summary of Building Stock, Population, and Economy within the City of Redlands

BUILDING STOCK	Building Count	Building Replacement Value ($1,000)	Contents Replacement Value ($1,000)	Building Sq. Ft. (1,000 Sq. Ft.)
Residential	19,661	$4,586,535	$2,293,253	39,193
Commercial	790	$2,000,690	$2,077,158	20,969
Industrial	116	$154,116	$231,174	2,020
Other	524	$449,264	$219,703	2,817
TOTAL	**21,091**	**$7,190,605**	**$4,821,288**	**64,998**
Concrete	223	$572,025		
Mfg Housing	1,039	$47,818		
Precast Concrete	99	$388,399		
Reinforced Masonry	398	$617,472		
Steel	142	$264,195		
URM	59	$73,705		
Wood Frame (Other)	990	$1,406,583		
Wood Frame (SFR)	18,141	$3,820,407		
TOTAL	**21,091**	**$7,190,605**		
POPULATION	**Citizens**	**% of Population**		
Under 18	16,304	22.9%		
Between 18-65	43,928	61.7%		
Over 65	11,964	15.4%		
TOTAL	**71,196**	**100%**		
ECONOMY	**Jobs**	**% of Economy**		
Education	16,311	39.20%		
Retail	5,243	12.60%		
Professional	5,118	12.30%		
Leisure	3,703	8.90%		
Wholesale	1,872	4.50%		
Construction	1,831	4.40%		
Public	1,706	4.10%		
Other	1,623	3.90%		
Finance	1,498	3.60%		
Manufacturing	1,373	3.30%		
Transportation	915	2.20%		
Information	291	0.70%		
Agriculture	125	0.30%		

TOTAL	**41,609**	**100%**		

Additionally, the FEMA-funded SBEFRA project also did an exposure assessment of facilities deemed critical under the project (i.e., police stations, fire stations, emergency operations centers, schools). The SBEFRA project did a damage assessment of critical facilities for earthquake and an exposure assessment of critical facilities for Flood and Wildfire.

6.2 TIER I HAZARDS

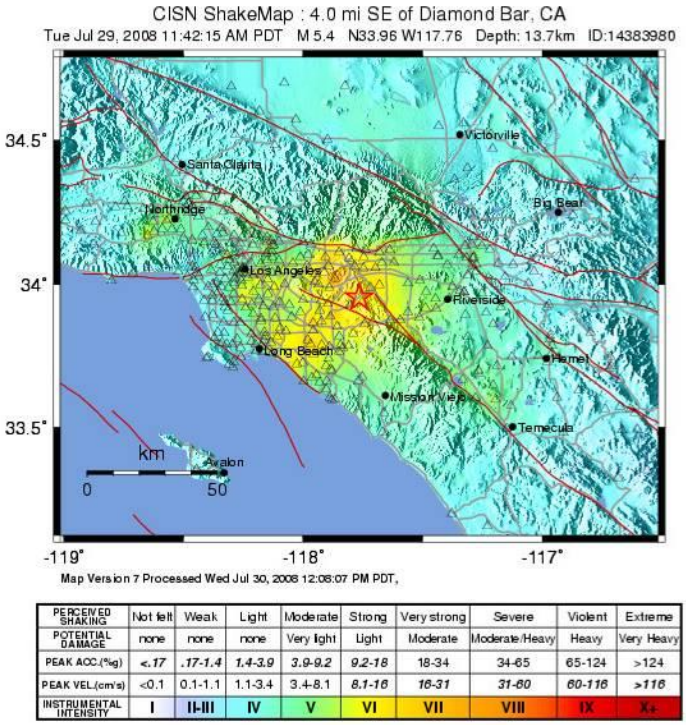
6.2.1 EARTHQUAKE

To understand the vulnerability to Earthquakes in the City of Redlands, a scientific loss estimation model was used. The City of Redlands leveraged the Hazus assessment and critical facilities exposure assessment conducted under the SBEFRA Project. The Planning Team ranked this hazard as a HIGH impact during the hazard prioritization process.

6.2.1.1 HAZUS ASSESSMENT

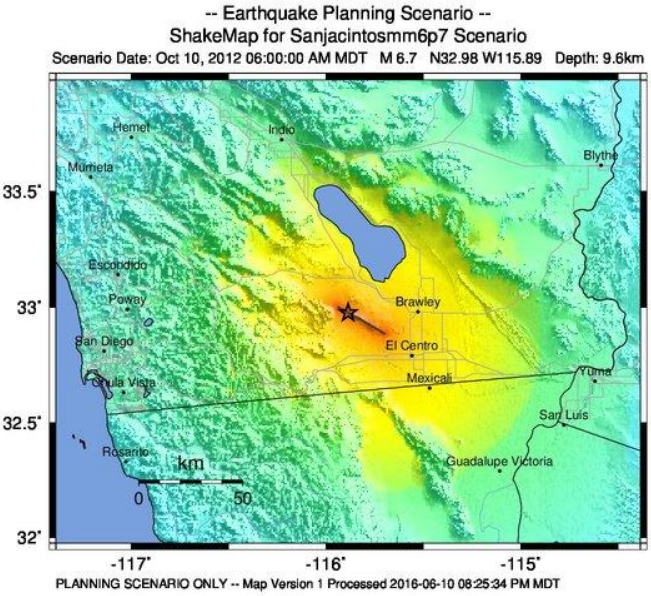
The SBEFRA Project looked at three (3) earthquake scenarios: the M7.8 Shakeout Scenario, a M6.7 San Jacinto scenario earthquake, and a M6.7 Chino Hills Scenario earthquake (**Figure 6.1**, **Figure 6.2**, and **Figure 6.3**). A summary of the Hazus results is presented in **Table 6.2**. It should be noted that the casualty figures reported are not direct Hazus outputs; they are estimates in more medically-meaningful categories derived from Hazus outputs using a "calibration" methodology developed using historic injury data from the 1994 Northridge and other California earthquakes (Seligson & Shoaf, 2003). The method was also recently applied for the San Andreas "ShakeOut" Scenario developed by the USGS and others for the 2008 Golden Guardian statewide disaster exercise (Jones et al., 2008). Also as noted previously, Hazus estimates earthquake impacts at the census tract level. Accordingly, building count totals may differ from totals reported in the flood risk assessment**,** which were developed at the census block level.

Figure 6.1- ShakeOut Scenario (M7.8)



PERCEIVED SHAKING	Not felt	Weak	Light	Moderate	Strong	Very strong	Severe	Violent	Extreme
POTENTIAL DAMAGE	none	none	none	Very light	Light	Moderate	Moderate/Heavy	Heavy	Very Heavy
PEAK ACC.(%g)	*<.17*	*.17-1.4*	*1.4-3.9*	*3.9-9.2*	*9.2-18*	18-34	34-65	65-124	>124
PEAK VEL.(cm/s)	<0.1	0.1-1.1	1.1-3.4	3.4-8.1	*8.1-16*	*16-31*	*31-60*	*60-116*	*>116*
INSTRUMENTAL INTENSITY	I	II-III	IV	V	VI	VII	VIII	IX	X+

Figure 6.2- San Jacinto Scenario (M6.7)



PERCEIVED SHAKING	Not felt	Weak	Light	Moderate	Strong	Very strong	Severe	Violent	Extreme
POTENTIAL DAMAGE	none	none	none	Very light	Light	Moderate	Mod./Heavy	Heavy	Very Heavy
PEAK ACC.(%g)	*<0.1*	*0.5*	*2.4*	*6.7*	*13*	24	44	83	>156
PEAK VEL.(cm/s)	<0.07	0.4	1.9	5.8	*11*	*22*	*43*	*83*	*>160*
INSTRUMENTAL INTENSITY	I	II-III	IV	V	VI	VII	VIII	IX	X+

Scale based upon Wald, et al.; 1999

Figure 6.3- Chino Hills Scenario (M6.7)

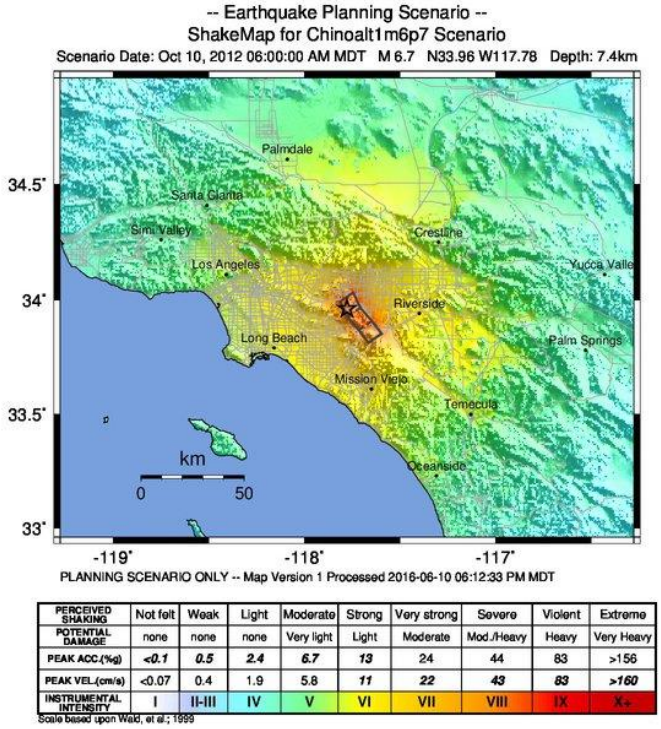


Table 6.2- Estimated Earthquake Impacts for the City of Redlands (Hazus)

		Earthquake Scenario		
		M7.8 ShakeOut	**M6.7 San Jacinto**	**M6.7 Chino Hills**
Direct Economic Losses for Buildings ($1,000)				
	Total Building Exposure Value		**7,190,605**	
Capital Stock	Cost of Structural Damage	245,830	48,248	1,022
	Cost of Non-Structural Damage	858,890	190,323	10,548
	Total Building Damage (Str. + Non-Str.)	1,104,721	238,572	11,570
	Building Loss Ratio %	15.4%	3.3%	0.2%
	Cost of Contents Damage	324,650	80,134	6,038
	Inventory Loss	13,510	3,066	280
Income	Relocation Loss	121,663	29,579	277
	Capital-Related Loss	56,578	10,669	119
	Rental Income Loss	77,740	16,676	259
	Wage Losses	79,015	16,096	164
	Total Direct Economic Loss (% of County Damage)	**1,777,877** (8.2%)	**394,792** (7.8%)	**18,706** (0.6%)
Casualties				
Day Casualties (2PM)	**Fatalities**	**26**	**1**	**0**
	Trauma injuries	7	0	0
	Other (non-trauma) hospitalized injuries	47	0	0
	Total Hospitalized Injuries	**54**	**0**	**0**
	Injuries requiring Emergency Dept Visits	963	69	1
	Injuries treated on an Outpatient basis	1,632	133	2
	Total Injuries	**2,675**	**203**	**3**
	Hospital visits requiring EMS transport	78	3	0
Night Casualties (2AM)	**Fatalities**	**7**	**0**	**0**
	Trauma injuries	2	0	0
	Other (non-trauma) hospitalized injuries	13	0	0

		Earthquake Scenario		
		M7.8 ShakeOut	M6.7 San Jacinto	M6.7 Chino Hills
	Total Hospitalized Injuries	**15**	**0**	**0**
	Injuries requiring Emergency Depart Visits	615	65	2
	Injuries treated on an Outpatient basis	1,117	133	4
	Total Injuries	**1,754**	**198**	**6**
	Hospital visits requiring EMS transport	39	2	0
Shelter				
	Number of Displaced Households	2,728	728	2
	Number of People Requiring Short-term Shelter	938	229	1
Debris (thousands of tons)				
	Brick, Wood & Other (Light) Debris	175	39	1
	Concrete & Steel (Heavy) Debris	452	54	1
Building Damage Count by General Building Type				
Concrete	None	20	61	217
	Slight	39	80	6
	Moderate	44	69	0
	Extensive	41	13	0
	Complete	78	1	0
	Total	**223**	**223**	**223**
Manuf. Housing	None	0	11	714
	Slight	0	86	263
	Moderate	1	521	62
	Extensive	17	391	0
	Complete	1,022	29	0
	Total	**1,039**	**1,039**	**1,039**
Precast Concrete	None	22	30	94
	Slight	43	45	5
	Moderate	31	23	0
	Extensive	3	1	0
	Complete	0	0	0
	Total	**99**	**99**	**99**
Reinforced Masonry	None	97	178	390
	Slight	112	135	7
	Moderate	107	75	1
	Extensive	42	10	0
	Complete	40	0	0
	Total	**398**	**398**	**398**
Steel	None	6	34	138
	Slight	14	53	4
	Moderate	39	49	0
	Extensive	43	6	0
	Complete	40	0	0
	Total	**142**	**142**	**142**
Unreinforced Masonry	None	1	5	48
	Slight	3	13	10
	Moderate	6	25	2
	Extensive	4	14	0
	Complete	44	2	0
	Total	**59**	**59**	**59**
Wood Frame (Other)	None	188	374	970
	Slight	320	435	19
	Moderate	176	168	0
	Extensive	111	12	0
	Complete	195	1	0

		Earthquake Scenario		
		M7.8 ShakeOut	M6.7 San Jacinto	M6.7 Chino Hills
	Total	**990**	**990**	**990**
Wood Frame (Single-family)	None	6,691	9,534	17,778
	Slight	8,987	7,653	357
	Moderate	2,267	884	6
	Extensive	190	59	0
	Complete	7	11	0
	Total	**18,141**	**18,141**	**18,141**
ALL BUILDING TYPES	None	7,026	10,226	20,349
	Slight	9,519	8,499	671
	Moderate	2,671	1,814	71
	Extensive	451	506	0
	Complete	1,425	45	0
	Total	**21,091**	**21,091**	**21,091**

6.2.1.2 CRITICAL FACILITIES EXPOSURE ASSESSMENT

Damage and functionality of critical facilities identified in the FEMA-funded SBEFRA project were estimated for the earthquake scenarios identified above using HAZUS. Results are presented in **Table 6.3.** As shown, three of the four fire stations existing in 2009 are expected to be less than 50% functional in a M7.8 earthquake on the San Andreas fault (ShakeOut scenario), although physical damage is likely to be considered Moderate or less (none of the stations are have probabilities of experiencing moderate or greater damage exceeding 50%). In this same event, the EOC is expected to have functionality between 50-75%, while the Redlands Police Department is expected to have less than 50% functionality and its probability of being in the Moderate or greater damage state exceeds 50%. The Police Department is also expected to have less than 50% functionality in the M6.7 San Jacinto earthquake scenario.

Table 6.3- Estimated Essential Facility Earthquake Impacts (Hazus)

		Earthquake Scenario		
		M7.8 ShakeOut	M6.7 San Jacinto	M6.7 Chino Hills
Fire Stations	**Redlands Fire Department**			
	Total Number of Buildings	**4**		
	Damage			
	# Blgs with >50% Probability of Moderate or Greater Damage	0	0	0
	# Blgs with >50% Probability of Complete Damage	0	0	0
	Functionality			
	Functionality < 50 % on Day 1	3	0	0
	Functionality 50 - 75% on Day 1	1	4	0
	Functionality >75% Day 1	0	0	4
EOCs	**City of Redlands**			
	Total Number of Buildings	**1**		
	Damage			
	# Blgs with >50% Probability of Moderate or Greater Damage	0	0	0
	# Blgs with >50% Probability of Complete Damage	0	0	0
	Functionality			
	Functionality < 50 % on Day 1	0	0	0
	Functionality 50 - 75% on Day 1	1	0	0
	Functionality >75% Day 1	0	1	1

		Earthquake Scenario		
		M7.8 ShakeOut	M6.7 San Jacinto	M6.7 Chino Hills
Police Station	**Redlands Police Department**			
	Total Number of Buildings	**1**		
	Damage			
	# Blgs with >50% Probability of Moderate or Greater Damage	1	0	0
	# Blgs with >50% Probability of Complete Damage	0	0	0
	Functionality			
	Functionality < 50 % on Day 1	1	1	0
	Functionality 50 - 75% on Day 1	0	0	0
	Functionality >75% Day 1	0	0	1

Under the FEMA-funded SBEFRA project, the earthquake exposure analysis also included an assessment of Liquefaction Susceptibility Zones. The analysis identified several facilities in High and Very High Liquefaction Susceptibility zones:

- Three (3) Fire Station (FS 262, FS 263, and FS 264)
- Emergency Operations Center
- Four (4) Police Department (Community Policing Station, Animal Control, Redlands Community Senior Center, Police Annex)
- Two (2) Municipal Utility facility (Corporate Yard)
- City Hall

Because the school district participated in the FEMA-funded SBEFRA project, it was possible to develop damage and functionality estimates for the Redlands Unified School District's (District or RUSD) facilities in each of the three scenario earthquakes. An overall summary of the District's performance, in terms of damage and functionality on the day of the earthquake, is given in **Table 6.4**

Table 6.4- Estimated Earthquake Impacts for the Redlands Unified School District Summary (Hazus)

	Earthquake Scenario		
	M7.8 ShakeOut	M6.7 San Jacinto	M6.7 Chino Hills
Total Number of Buildings	**592**		
Damage			
# Buildings with >50% Probability of Moderate or Greater Damage	79	18	0
# Buildings with >50% Probability of Complete Damage	17	0	0
Functionality			
Functionality < 50 % on Day 1	519	101	0
Functionality 50 - 75% on Day 1	73	448	1
Functionality >75% Day 1	0	43	591

As shown in Table 6.4, 79 buildings have a high likelihood (>50% probability) of experiencing Moderate or greater damage in the M7.8 ShakeOut Scenario earthquake on the San Andreas Fault; 17 of these are likely (have >50% probability) to suffer Complete damage. These 79 buildings are located on 19 different campuses (*see* Table 6). The campuses with the most buildings in this category are Redlands High School (29) and Clement Middle School (10). In the San Jacinto scenario earthquake, there are 18 buildings on 9 campuses likely to experience Moderate or greater damage.

Overall, 519 of the 592 buildings are expected to have initial functionality of less than 50% on Day 1 following the M7.8 ShakeOut scenario earthquake; these buildings are spread across virtually all facility locations (*see* Table 6) number decrease to 101 buildings on 16 campuses with less than 50% functionality

following a M6.7 San Jacinto scenario earthquake, with no buildings expected to have less than 50% functionality following a M6.7 Chino Hills scenario earthquake.

Damage information for each campus in the two earthquake events shown to cause potential damage (the M7.8 ShakeOut Scenario and the M6.7 San Jacinto Scenario earthquakes) is given in **Table 6.5**, while **Table 6.6** provides campus level functionality estimates for all three events.

Table 6.5- Estimated Earthquake Damage- Redlands Unified School District (Hazus)

Name	# of Bldgs.	M7.8 ShakeOut		M6.7 San Jacinto
		>50% Probability of Moderate Damage	>50% Probability of Complete Damage	>50% Probability of Moderate Damage
Arroyo Verde Elem.	24	0	0	0
Beattie Middle	8	0	0	0
Bryn Mawr Elem.	26	0	0	0
Central Admin./Enrollment Center	3	1	0	0
Clement Middle	35	10	0	0
Cope Middle	42	0	0	0
Crafton Elem.	21	7	1	1
Cram Elem.	27	1	0	0
District Office-North	4	1	0	0
District Office-South	9	1	1	1
Fallsvale Elem.	3	0	0	0
Franklin Elem.	7	5	0	0
Highland Grove Elem.	6	0	0	0
Judson & Brown	9	0	0	0
Kimberly Elem.	21	0	0	0
Kingsbury Elem.	12	1	0	1
Lugonia Elem.	19	4	0	0
Mariposa Elem.	16	0	0	0
McKinley Elem.	12	2	2	2
Mentone Elem.	26	1	0	0
Mission Elem.	11	3	2	2
Moore Middle	25	1	0	0
Orangewood High	19	4	3	3
Redlands East Valley High	83	1	0	0
Redlands High	83	29	5	5
Smiley Elem.	11	0	0	0
Supply Center	5	3	2	2
Transportation	3	1	1	1
Victoria Elem.	22	3	0	0
Total	**592**	**79**	**17**	**18**

Table 6.6- Estimated Post-Earthquake Functionality, Redlands Unified School District (Hazus)

Name	# of Bldgs	M7.8 ShakeOut		M6.7 San Jacinto Fault			M6.7 Chino Hills Fault	
		<50%	50-75%	<50%	50-75%	>75%	50-75%	>75%
Arroyo Verde Elem.	24	24	0	0	22	2	0	24
Beattie Middle	8	8	0	0	8	0	0	8
Bryn Mawr Elem.	26	0	26	26	0	0	0	26
Central Admin/Enrollment Center	3	3	0	1	2	0	0	3
Clement Middle	35	35	0	0	35	0	0	35
Cope Middle	42	23	19	11	31	0	0	42
Crafton Elem.	21	21	0	1	20	0	0	21
Cram Elem.	27	27	0	0	1	26	0	27
District Office-North	4	4	0	0	4	0	0	4
District Office-South	9	9	0	1	8	0	0	9
Fallsvale Elem.	3	3	0	0	0	3	0	3
Franklin Elem.	7	7	0	0	7	0	0	7
Highland Grove Elem.	6	6	0	0	6	0	0	6
Judson & Brown	9	9	0	0	9	0	0	9
Kimberly Elem.	21	6	15	0	21	0	0	21
Kingsbury Elem.	12	12	0	5	7	0	0	12
Lugonia Elem.	19	19	0	0	19	0	0	19
Mariposa Elem.	16	5	11	0	16	0	0	16
McKinley Elem.	12	12	0	3	9	0	0	12
Mentone Elem.	26	26	0	0	26	0	0	26
Mission Elem.	11	11	0	3	8	0	0	11
Moore Middle	25	25	0	1	24	0	0	25
Orangewood High	19	19	0	4	15	0	0	19
Redlands East Valley High	83	83	0	1	70	12	0	83
Redlands High	83	83	0	8	75	0	0	83
Smiley Elem.	11	9	2	11	0	0	0	11
Supply Center	5	5	0	2	3	0	0	5
Transportation	3	3	0	1	2	0	1	2
Victoria Elem.	22	22	0	22	0	0	0	22
Total	**592**	**519**	**73**	**101**	**448**	**43**	**1**	**591**

The FEMA-funded SBEFRA project also assessed Liquefaction Susceptibility risk for the RUSD facilities. The assessment found:

- Fifty-three (53) buildings in the Moderate zone (Arroyo Verde Elementary, Fallsvale Elementary, and Mentone Elementary)
- Two hundred-nineteen (219) buildings in the High zone (Central Admin./Enrollment Center, Clement Middle, District Office-North, District Office-South, Judson & Brown Elem., Lugonia Elem., Mission Elem., Orangewood High, Redlands East Valley High, Supply Center, Victoria Elem
- One-hundred (100) buildings in the Very High zone (Beattie Middle, Highland Grove Elem., Redlands High, Transportation

6.2.2 ENERGY SHORTAGE/POWER OUTAGE

To understand the vulnerability to Power Outage in the City of Redlands, an exposure assessment was used. Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. A power outage could have a considerable impact on the population, built environment, lifeline infrastructure, and the economy. The Planning Team ranked this hazard as a HIGH impact during the hazard prioritization process.

- *Population*- Our communities have become more reliant on power for gadgets and appliances to perform basic daily activities. This loss of power will not only be an inconvenience but could become a life-threatening experience. Many citizens rely on power to operate medical machinery to survive (i.e., oxygen tanks, dialysis machines).
- *Built Environment*- Power outages have a significant impact on buildings. While in most cases it will not damage the structure, the loss of power will impact the buildings functionality. This includes loss of: lighting, HVAC, electrical outlets, communications, and elevators in taller buildings.
- *Lifeline Infrastructure*- Because of interdependencies, the loss of power can impact several other lifeline systems (i.e., water, telecommunications, natural gas, fuel). While there are backup systems for some aspects of the system, depending on the length of time, many systems will loss functionality or be required to shut down for safety.
- *Economy*- If lifeline systems shutdown and/or fail, there are rippling effects on the economy as there is an inability to provided services and/or move merchandise. Additionally, implementation of temporary mitigation actions could impact operating budgets.

While a power outage can vary in size and length of time, in the City of Redlands, it is expected to be smaller and of limited time.

6.2.3 FLOOD

To understand the flood vulnerability in the City of Redlands, a scientific loss estimation model was used and an exposure assessment was performed. The City of Redlands leverage the Hazus assessment and critical facilities exposure assessment that was conducted as part of the SBEFRA Project and conducted an exposure assessment of its list key assets, general building stock, and population against flood hazard zones. While the Hazus model and the exposure assessment does a good job of estimating damage and potential injuries from the damage, it does not consider challenges from illegal encampments within the watershed and along the riverbeds. These encampments have created an increased concern and extra work for city officials during potential flood events. This vulnerability needs to be better understood and analyzed; and actions taken to help reduce and/or eliminate potential future risk from flooding.

Another aspect that is not part of the Hazus model and the exposure assessment is the National Flood Insurance Program (NFIP). As previously mentioned, the City of Redlands is a NFIP participating community and takes an active role in floodplain management. An important part of its role is to understand and address reoccurring losses, particularly with regards to NFIP claims. A recent check of repetitive and severe repetitive loss properties conducted by FEMA Region IX's NFIP Unit indicates that there are no repetitive or severe repetitive loss properties in the City of Redlands.

The Planning Team ranked this hazard as a HIGH impact during the hazard prioritization process.

6.2.3.1 HAZUS ASSESSMENT

Under the SBEFRA Project, three (3) flood scenarios were analyzed: a 100-year flood, a 100-year flood without levee protection, and a 500-year flood. **Table 6.7** provides the Hazus losses estimated for the County in each of these scenarios.

Table 6.7- Regional Flood Impacts to San Bernardino County (Hazus)

	Regional Risk Assessment Results	Flood Scenario		
		100-year	100-year*	500-year
Regional Risk	Economic loss due to building damage ($B)	0.46	1.6	2.7
	Total building-related direct economic loss ($B)	1.4	5.4	8.6
	# of buildings in the Complete Damage State	345	350	1,105
	Total # Displaced Households	14,828	52,856	86,062
	Total # people needing short-term shelter	32,095	138,991	231,452
	Debris Generated (million tons)	0.1	0.23	0.37

**- 100-year Flood without levee protection*

Unfortunately, the County results can't be disaggregated to individual City-level using publicly-available information. However, the City of Redlands represents 4% of the values of the entire County. Making a simplifying assumption of a uniform distribution of flood risk across the County, the City of Redlands could be expected to suffer as much as:

- $18 million in economic loss due to building damage in a 100-year flood
- $64 million in a 100-year flood event without levee protection
- $108 million in a 500-year flood event
- Have 14 buildings in Complete Damage State during the 100-year event and 44 buildings in Complete Damage State during the 500-year event
- Have 593 displaced households during a 100-year event with levee protection (2,114 households without levee protection); and 3,442 households displaced during a 500-year event
- Of the displaced household, the city can expect 5,560 people needing shelter during a 100-year event with levee protection (1,284 people without levee protection); and 9,258 people during a 500-year event

The SBEFRA project also produced facility-level flood risk assessment results for the 100-year, 100-year without levee protection, and 500-year flood scenarios for the identified essential facilities (Emergency Operations Centers-*EOC*, Police Stations, Fire Stations). The City of Redlands' existing fire stations, police station and EOC were all determined to be functional in each of the three (3) flood scenarios.

To determine a more robust estimate of the potential flood risk faced by the City of Redlands, a quantitative assessment of exposure to flooding was also performed. The improved census-block level general building stock data generated by the SBEFRA project was overlain onto maps of flood hazard (FEMA's National Flood Hazard Layer) to quantify the amount of the building inventory that falls within each hazard zone. The results of this overlay are provided in **Table 6.8**.

Table 6.8- Redlands Building Inventory Exposure to Flood Hazards

Building Inventory Data by General Occupancy	Special Flood Hazard Areas Subject to Inundation by the 1% Annual Chance (100-year) Flood				Other flood areas		Other Areas		
	Zone A	Zone AE	Zone AH	Zone AO	Zone X (Shaded)	Zone X Protected by Levee	Zone D	Zone X (Unshaded)	TOTAL
Building Replacement Value ($1,000)									
Residential	3,316	0	0	72,993	0	23,917	59,597	4,329,967	4,489,790
Commercial	26,136	0	0	250,414	575	16,444	4,946	1,256,213	1,554,728
Industrial	19,010	0	0	18,101	0	6,370	0	92,749	136,230
Other	7,159	0	0	13,473	0	9,224	0	405,384	435,240
Total	**55,621**	**0**	**0**	**354,981**	**575**	**55,955**	**64,543**	**6,084,313**	**6,615,988**
% of Total	**1%**	**0%**	**0%**	**5%**	**0.01%**	**1%**	**1%**	**92%**	**100%**
Contents Replacement Value ($1,000)									
Residential	1,658	0	0	36,494	0	11,958	29,798	2,164,974	2,244,882
Commercial	26,136	0	0	250,414	575	16,444	4,946	1,332,681	1,631,196
Industrial	28,515	0	0	27,152	0	9,555	0	139,124	204,346
Other	10,738	0	0	13,371	0	1,538	0	182,862	208,509
Total	**67,047**	**0**	**0**	**327,431**	**575**	**39,495**	**34,744**	**3,819,641**	**4,288,933**
% of Total	**2%**	**0%**	**0%**	**8%**	**0.01%**	**1%**	**1%**	**89%**	**100%**
Building Square Footage (1,000 Sq. Ft.)									
Residential	31	0	0	722	0	227	530	36,978	38,488
Commercial	237	0	0	2,196	4	124	60	13,011	15,633
Industrial	252	0	0	240	0	85	0	1,210	1,788
Other	15	0	0	105	0	70	0	2,548	2,738
Total	**535**	**0**	**0**	**3,264**	**4**	**506**	**590**	**53,748**	**58,647**
% of Total	**1%**	**0%**	**0%**	**6%**	**0.01%**	**1%**	**1%**	**92%**	**100%**
Building Count									
Residential	27	0	0	376	0	149	324	18,611	19,487
Commercial	8	0	0	174	1	8	8	509	708
Industrial	2	0	0	25	0	2	0	67	96
Other	2	0	0	12	0	21	0	480	515
Total	**39**	**0**	**0**	**587**	**1**	**180**	**332**	**19,667**	**20,806**
% of Total	**0.2%**	**0%**	**0%**	**3%**	**0.005%**	**1%**	**2%**	**95%**	**100%**

Notes: *Special Flood Zone Areas are defined in the Hazard Assessment section under Flood*

As shown in the Table 6.8, most of the city's buildings are located outside of mapped areas subject to flooding (i.e., Zone X). However, $410 million (6%) of the City's building value (3.2% of the buildings by count) is subject to inundation by the 1% Annual Chance (100-year) Flood. Should these buildings suffer flood losses on the order of 12–16% (e.g., the expected range of damage possible for: a two-story home with no basement, a typical retail store, a typical office, or a typical industrial facility, each with two feet

of flood water, as modeled by the Hazus software's damage function library), building damage could reach $50–65 million dollars, significantly more than was estimated from countywide loss estimates assuming uniform risk.

Further, while most of the building value at risk in the 100-year floodplain is commercial development (67%), more than 400 residential buildings are also exposed. Very little inventory (<1%) is exposed to the 500-year flood hazard (Zone X (Shaded)—0.2% Annual chance (500yr) Flood), and just 1% is located in areas of levee protection for the 100-year flood (Zone X Protected by Levee—Areas protected from the 1% annual chance flood).

It should be noted that the totals in this Table 6.8 will vary slightly from those presented in Community Profile sections, because it was developed by identifying individual census blocks falling within the boundaries of each hazard zone, and will therefore produce a more refined overlay assessment than a similar analysis conducted using census tract data. The table in the Community Profile section was developed from census tract data.

6.2.3.2 CRITICAL FACILITIES EXPOSURE ASSESSMENT

Under the FEMA-funded SBEFRA project, a flood exposure analysis of the critical facilities was performed. The analysis identified one (1) Fire station (Fire Station 261) and eighty-eight (88) RUSD buildings (Redlands High School, Supply Center) in Zone AO; and one-hundred-thirty (130) RUSD buildings and one (1) Municipal Utility facility (Hinkley Surface Water Treatment Plant) in Zone X. The other critical facilities were all located in Zone X (Unshaded).

6.2.4 INFECTIOUS DISEASE

To understand the vulnerability to Infectious Disease in the City of Redlands, an exposure assessment was used. Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. The city, as well as the state, country, and the world, are vulnerable to infectious disease caused by either newly emerging or existing diseases spread person to person, through a vector, or through food. A significant infectious disease outbreak, epidemic, and/or pandemic could impact a large portion of the population, create challenges on the built environment, overburden essential public services, and effect the economy. The Planning Team ranked this hazard as a HIGH impact during the hazard prioritization process.

- *Population/Environment*- Populations (or other living organisms) are hardest hit during Infectious Disease events. As observed during the COVID pandemic, exposure to infectious diseases can range from mild conditions to fatalities; each having a significant impact on services provided. Another consideration is addressing the challenges and needs of vulnerable populations (elderly, homeless).
- *Built Environment*- Depending on the type of infectious disease event, impact to buildings may include increased use of equipment (i.e., HVAC, water) and adaptive reuse of space. Additionally, it could also include deferred maintenance to equipment if employees and vendors are unavailable.
- *Economy*- Infectious Disease events can have a significant impact on the economy. While outbreaks and some epidemics may be less impactful, larger epidemics and pandemics can be

devastating. This can range from loss of livestock to loss of business due to limited shoppers, employees, and/or tenants.

County Public Health departments develop and exercise response plans related to infectious disease outbreaks, epidemics, and pandemics. Plans are developed through the coordination efforts of partner agencies to establish a solid foundation for improved coordination and intervention by all participants. The plans, however, are focused on public health-related issues and actions. They lack response efforts needed for recovery of the economy and other aspects.

The City of Redlands, as the rest of the world, is currently going through a pandemic with the Coronavirus (COVID-19). Because of the nature of the infectious disease and the duration gain control over the pandemic, there have been significant impact on the local population and the economy. This has led to closure of local schools and businesses, surge in hospital visits, loss of lives, and loss of jobs.

6.2.5 WILDFIRE

To understand the vulnerability to Wildfire in the City of Redlands, an exposure assessment was used. Because there is a hazard exposure area (or footprint), the Planning Team assessed potential impacts against the building stock, population, and key assets within the hazard footprint. The California Department of Forestry and Fire Protection's (CAL FIRE) has created and maintains the Fire Hazard Severity Zones maps. These maps, part of the Fire and Resource Assessment Program (FRAP), look at both State Responsibility Areas (SRA) and Local Responsibility Areas (LRA).

The City of Redlands leverage the exposure assessment of the general building stock and the critical facilities conducted as part of the SBEFRA Project against Fire Hazard Severity Zones. While there is good exposure information to leverage, some considerations should be given to addressing man-made ignitions. This includes the use (or inappropriate use) of fireworks, deliberate ignitions of fires, and the use of fires in homeless encampments. The Planning Team ranked this hazard as a MEDIUM impact during the hazard prioritization process.

6.2.5.1 GENERAL BUILDING STOCK EXPOSURE ASSESSMENT

For this effort, the improved census-block level building data generated by the SBEFRA project was overlain onto CAL FIRE Fire Hazard Severity Zone maps to quantify the amount of the building inventory that falls within each hazard zone. The results of this overlay are provided in **Table 6.9**. It should be noted that mapped fire hazard severity zones affecting the City are all within LRA. The totals in the table (e.g., total building exposure value, total building square footage, etc.) were derived from census "block" data and will vary slightly from those presented in other tables which were developed from census "tract" data.

Table 6.9- City of Redlands Building Inventory Exposure to CAL FIRE Hazard Zones

Building Inventory Data by General Occupancy	CAL FIRE—Fire Hazard Severity Zones					
	Very High	High	Moderate	Non-wildland/ Non-urban	Urban Unzoned	Total
Building Count						
Residential	1,688	870	1,367	379	15,183	19,487
Commercial	24	4	89	22	569	708
Industrial	0	0	33	2	61	96
Other	17	4	8	16	470	515
Total	**1,729**	**878**	**1,497**	**419**	**16,283**	**20,806**
% of Total	8%	4%	7%	2%	78%	100%
Building Square Footage (1,000 Sq. Ft.)						
Residential	4,456	1,904	2,987	701	28,440	38,488
Commercial	217	207	1,503	6,533	7,173	15,633
Industrial	0	0	696	26	1,066	1,788
Other	59	13	33	79	2,555	2,738
Total	**4,732**	**2,124**	**5,219**	**7,338**	**39,234**	**58,647**
% of Total	8%	4%	9%	13%	67%	100%
Building Replacement Value ($1,000)						
Residential	611,516	242,849	365,552	54,011	3,215,862	4,489,790
Commercial	28,447	17,177	173,989	515,605	819,510	1,554,728
Industrial	0	0	52,426	2,170	81,634	136,230
Other	8,845	1,413	5,181	12,938	406,863	435,240
Total	**648,808**	**261,439**	**597,148**	**584,724**	**4,523,869**	**6,615,988**
% of Total	10%	4%	9%	9%	68%	100%
Contents Replacement Value ($1,000)						
Residential	305,758	121,425	182,778	27,006	1,607,915	2,244,882
Commercial	30,827	17,177	187,873	515,605	879,714	1,631,196
Industrial	0	0	78,640	3,255	122,451	204,346
Other	2,873	1,413	3,957	2,748	197,518	208,509
Total	**339,458**	**140,015**	**453,248**	**548,614**	**2,807,598**	**4,288,933**
% of Total	8%	3%	11%	13%	65%	100%

As shown in the Table 6.9, most of the city's buildings (80% of buildings, 77% of building value) are located outside of mapped wildfire hazard areas (i.e., are located in "non-wildland/non-urban" or "urban unzoned" areas). However, 10% of the City's building value is located in the area of Very High Fire Hazard Severity, with an additional 4% located in High Severity, and 9% in Moderate Severity. Most of the exposure to these fire hazard severity zones is residential construction; 1688, 870 and 1367 residential buildings are located in the Very High, High and Moderate Zones respectively, valued at more than $611 million, $242 million, and $365 million.

6.2.5.2 CRITICAL FACILITIES EXPOSURE ASSESSMENT

Under the FEMA-funded SBEFRA project, a wildfire exposure analysis of the critical facilities was performed. The analysis of the Federal and Local Responsibly Area Fire Hazard Severity Zones identified:

- One (1) Fire Station (Fire Station 262) in the Moderate Local Responsibly Area Fire Hazard Severity Zone

- Two (2) Municipal Utility facilities (Henry Tate Water Treatment Plant, Hinkley Surface Water Treatment Plant) and one-hundred-forty-eight (148) RUSD buildings (Arroyo Verde Elementary., Beattie Middle, Highland Grove Elementary., Mariposa Elementary., Mission Elementary., Redlands East Valley High) in the High Local Responsibly Area Fire Hazard Severity Zone
- Twenty-seven (27) RUSD buildings (Cram Elementary) in the Very High Local Responsibly Area Fire Hazard Severity Zone
- Three (3) RUSD buildings (Fallsvale Elementary) in the Very High Federal Responsibly Area Fire Hazard Severity Zone

6.2.6 WINDSTORM

To understand the vulnerability to Windstorms in the City of Redlands, an exposure assessment was used. Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. Windstorm events have become more frequent, longer lasting, and are more severe/intense than before. Windstorms have the capability of being of long or short duration. While longer duration events can have significant impact on the population, built environment, lifeline infrastructure, environment, and/or the economy; shorter duration events can be just as damaging if the winds are powerful. Windstorm events could also trigger other hazards. For example, prolonged periods of high winds, could damage power lines; creating power outages and/or wildfires. The Planning Team ranked this hazard as a MEDIUM impact during the hazard prioritization process.

- *Population*- While rare, windstorms have been responsible for injuries and loss of life. High winds have been known to knock people down and cause significant injuries, especially with the elderly. Collapsed structures and flying debris carried along by extreme winds can directly contribute to injuries and loss of life. This is particularly true for falling limbs or branches, or entire trees during wind events. Falling trees can bring electric power lines down to the pavement, creating the possibility of lethal electric shock. Rising population growth and new infrastructure in the region creates a higher probability for damage to occur from windstorms as more life and property are exposed to risk.
- *Built Environment*- Both residential and commercial structures are susceptible to damage. Wind pressure can create a direct and frontal assault on a structure, pushing walls, doors, and windows inward. Conversely, passing currents can create lift suction forces that pull building components and surfaces outward. With extreme wind forces, the roof or entire building can fail, causing considerable. Windstorms can also collapse or damage roads, bridges, traffic signals, streetlights, and other facilities. During periods of extremely strong winds, major roads and highways can be temporarily closed to personal, commercial (high profile trucks), and recreational vehicle traffic. Roads blocked by may also have severe consequences to people who need access to emergency services. Emergency response operations can be complicated when roads are blocked or when power supplies are interrupted.
- *Lifelines*- Historically, falling trees and other flying debris have been the major cause of power outages in the region. Windstorms such as strong microbursts and Santa Ana Wind conditions can cause flying debris and downed utility lines. Winds can also knock out or cause damage to telecommunications equipment (cell towers and/or antennas). Many lifeline systems rely on telecommunication systems to manage and monitor systems.

- *Economy*- Windstorms can result in direct damage and indirect consequences (interrupted services) to the local economy. Direct impacts include loss of business; while secondary (indirect) impacts include damage to buildings, personnel, and other vital equipment.
- *Environment*- During wet winters, saturated soils cause trees to become less stable and more vulnerable to uprooting from high winds. In some instances, this lose could include some older, more historical (or sentimental) trees in the area or involve several trees, changing the characteristic of the area.

6.3 TIER II AND TIER III HAZARDS

As mentioned, this section is focused on Tier I hazards. However, because there are no loss estimation models for the hazards in Tier II and Tier III and the only vulnerability assessment that can be performed is an exposure assessment; the Planning Team decided to include an overview of the vulnerabilities of the Tier II and Tier III hazards. Below is a summary of the assessment:

6.3.1 TIER II HAZARDS

- *Aircraft Accident/Incident*- To understand the vulnerability to Aircraft Accidents/Incidents in the City of Redlands, an exposure assessment was used. Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. An Aircraft Accident/Incident, depending on the size of the aircraft and the location of the incident, could have a considerable impact on the population (loss of life from the accident), buildings (damage to structures from debris), economy (shut down of areas to recover), and the environment (fire following, loss of vegetation/habitats, reconfiguration of landscape). The Planning Team ranked this hazard as a MEDIUM impact during the hazard prioritization process.
- *Civil Disturbance*- To understand the vulnerability to Civil Disturbance in the City of Redlands, an exposure assessment was used. Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. Southern California is a frequent site of demonstrations due to its high profile and presence of significant government functions and buildings. It is conceivable that a demonstration or movement could turn to violence and begin spreading into neighboring communities. While the City of Redlands does not have a history of civil disturbances, it has a high profile in the area. Civil disturbance can vary in size and length of time, however, in the City of Redlands, it is expected to be smaller and of limited time. A civil disturbance, depending on the cause and effect, could have a considerable impact on the population (injuries, fatalities), built environment (destruction to property), lifeline infrastructure (damage to equipment), economy (disruption to normal business), and the environment (destruction to property). The Planning Team ranked this hazard as a HIGH impact during the hazard prioritization process.
- *Drought*- Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. A drought event could have a considerable impact on the population (injuries, fatalities), lifeline infrastructure (damage to equipment), economy (disruption to normal business), and the environment (destruction to landscape). The Planning Team ranked this hazard as a LOW impact during the hazard prioritization process.
- *Extreme Temperature*- Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. An Extreme Temperature event could have a considerable impact on the population, built environment, lifeline infrastructure, economy, and the environment. Exposure to extreme heat can result in illness (such as heat stroke

or heat exhaustion) or death for those at greatest risk, including: infants and children up to four years of age; people who overexert during work or exercise; people 65 years of age or older; people who are ill or on certain medications; the homeless population; and, people who are overweight. Extreme temperatures can cause equipment to become overburden and possible fail. Depending on the type of equipment impacted, it could over heat structures, create electric al overloads, and warp (or melt) pieces. If lifeline systems shutdown and/or fail, there are rippling effects on the economy as there is an inability to provided services and/or move merchandise. Additionally, extreme temperatures may require implementation of mitigation actions that impact operating budgets. Extreme temperatures could noticeably impact water supplies and vegetation/landscape. The Planning Team ranked this hazard as a LOW impact during the hazard prioritization process.

- *Hazardous Material Accident*- Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. A chemical/hazardous materials spill, depending on the cause and effect, could have a considerable impact on the population (injuries, fatalities), built environment (destruction to property), lifeline infrastructure (damage to equipment), economy (disruption to normal business), and the environment (destruction to property). The Planning Team ranked this hazard as a MEDIUM impact during the hazard prioritization process.
- *Infestation*- Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. An infestation event could have a considerable impact on the population (injuries, fatalities), economy (disruption to normal business), and the environment (destruction to landscape/crops). The Planning Team ranked this hazard as a LOW impact during the hazard prioritization process.
- *Landslide*- Because there is a hazard exposure area (or footprint), the Planning Team assessed potential impacts against the building stock, population, and key assets within and around the hazard footprint. The current hazard footprint (*see* Figure 5.16, under Hazard Profile) is located in in areas with very little development and population. However, a landslide event could potentially impact people who may be in the area (injuries, fatalities), damage some property and lifeline infrastructure systems and equipment, disrupt the economy, and damage the environment. The Planning Team ranked this hazard as a MEDIUM impact during the hazard prioritization process.
- *Technology Disruption*- Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. A cybersecurity even depending on the cause and effect, could have a considerable impact on the population (injuries, fatalities), built environment (destruction to property), lifeline infrastructure (damage to equipment), and economy (disruption to normal business). The Planning Team ranked this hazard as a HIGH impact during the hazard prioritization process.
- *Train Accident/Incident*- Because there is a hazard exposure area (or footprint), the Planning Team assessed potential impacts against the building stock, population, and key assets within and around the hazard footprint. A train derailment event could have a considerable impact on the population (injuries, fatalities), built environment (destruction to property), lifeline infrastructure (damage to equipment), economy (disruption to normal business), and the environment (reconfiguration of landscape). The Planning Team ranked this hazard as a MEDIUM impact during the hazard prioritization process.

6.3.2 TIER III HAZARDS

- *Dam Breach*- Because there is a hazard exposure area (or footprint), the Planning Team assessed potential impacts against the building stock, population, and key assets within the hazard footprint. The current hazard footprint (*see* Figure 5.12, under Hazard Profile) is located in an area with very little development and population. However, a dam breach could potentially impact people who may be in the area (injuries, fatalities), damage some property and lifeline infrastructure systems and equipment, disrupt the economy, and damage the environment. The Planning Team ranked this hazard as a MEDIUM impact during the hazard prioritization process.
- *Terrorism*- Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. A terrorism event, depending on the cause and effect, could have a considerable impact on the population (injuries, fatalities), built environment (destruction to property), lifeline infrastructure (damage to equipment), economy (disruption to normal business), and the environment (reconfiguration of landscape). The Planning Team ranked this hazard as a MEDIUM impact during the hazard prioritization process.

7 MITIGATION STRATEGY

7.1 OVERVIEW

The mitigation strategy for the City of Redlands is based on informed assumptions, recognizing both mitigation challenges and opportunities, with the ultimate mission of creating a disaster resistant and sustainable community for the future. The mitigation strategy is derived from an in-depth understanding of possible deficiencies between potential vulnerabilities and existing capabilities, with the mitigation objectives in mind. The mitigation strategy built upon the previous mitigation actions identified in the City of Redlands 2015 LHMP and was expanded to consider current needs.

7.2 MITIGATION GOALS AND OBJECTIVES

To better assist with the identification of mitigation measures, mitigation goals and objectives were developed. The mitigation goals and objectives support the City's mitigation mission to create a disaster resistant and sustainable community. Well defined goals and objectives help focus efforts and ensure progress toward the mitigation mission. The mitigation goal and objectives were used by the Planning Team as a starting point prior to identifying mitigation measures. The goals and objectives include:

- **GOAL 1: Minimize Life Loss and Injuries**
  - Objective 1.1 Improve understanding of the hazards (location, vulnerability, and measures needed).
  - Objective 1.2 Exchange information about hazards, vulnerabilities, and mitigation measures with all levels of governments, private sector, and the public.
  - Objective 1.3 Ensure that all facilities meet current applicable regulations, standards, and ordinances designed to protect life safety.
  - Objective 1.4 Identify and modify high risk structures to meet life safety standards.
  - Objective 1.5 Improve emergency communications and public warning systems.
  - Objective 1.6 Develop policies and procedures to better serve disadvantaged and vulnerable populations.
- **GOAL 2: Minimize Damage to Structures, Property, and Equipment**
  - Objective 2.1 Encourage new development to occur in locations that avoid or minimize exposure to hazards.
  - Objective 2.2 Develop and adopt enhanced land use, design, and construction policies designed to reduce property loss to hazards.
  - Objective 2.3 Incorporate mitigation into repairs, major alterations, new development, and redevelopment projects in areas subject to substantial life safety risks.
  - Objective 2.4 Ensure that all facilities meet current applicable codes, standards, and ordinances, encourage incorporation of mitigation measures for all structures.
  - Objective 2.5 Encourage non-structural retrofitting on elements and equipment within facilities.
- **GOAL 3: Protect the Environment**
  - Objective 3.1 Implement mitigation and watershed protection strategies that reduce loss of wildlife, habitat, and water.
  - Objective 3.2 Implement mitigation and protection strategies that reduce loss of cultural, historic and environmental resources.

Objective 3.3 Enhance, rehabilitate, and protect natural systems and environmental resources.
Objective 3.4 Encourage balance between natural resource management and land use planning.

- **GOAL 4: Promote Public Awareness of Hazards**
  - Objective 4.1 Develop and implement strategies to bring a greater understanding of the risks associated with hazards, individual preparedness activities, and the benefits of hazard mitigation.
  - Objective 4.2 Develop and implement strategies to bring a greater understanding of mitigation, disaster preparedness, and recovery programs.
  - Objective 4.3 Establish and maintain partnerships between all levels of local government, the private sector, the business community, community groups, and institutions of higher learning that exchange information on hazards and the benefits of mitigation measures.
- **GOAL 5: Improve Emergency Management Capability**
  - Objective 5.1 Identify the need for, and acquire, any special emergency management equipment to enhance response capabilities for specific hazards.
  - Objective 5.2 Develop and maintain emergency plans (Response, Recovery, Preparedness, Prevention, Mitigation)
  - Objective 5.3 Establish and maintain emergency management systems and facilities
  - Objective 5.4 Develop and maintain Public-Private Partnerships
  - Objective 5.5 Develop and maintain Memorandums of Understanding/Mutual Aid Agreements
  - Objective 5.6 Develop, maintain, and share essential data (demographics, hazards, buildings, resources, personnel)
  - Objective 5.7 Develop, maintain, and implement emergency management training curriculum
  - Objective 5.8 Design and implement disaster response exercises (tabletop, functional, full-scale)
- **GOAL 6: Ensure Continuity of Government and Operations**
  - Objective 6.1 Develop, maintain, and exercise Business Continuity Plans; ensuring compatibility with emergency management plans.
  - Objective 6.2 Ensure reliability for vital communications
  - Objective 6.3 Protect vital records
  - Objective 6.4 Protect essential Information Technology equipment and systems
  - Objective 6.5 Promote resiliency of essential functions to minimize economic loss/disruption
  - Objective 6.6 Maintain list of Key Assets and ensure their functionality after hazard events
  - Objective 6.7 Maintain a list of essential personnel and vendors with contact information
  - Objective 6.8 Identify and acquire any necessary equipment to maintain functionality

7.3 PROGRESS IMPLEMENTING MITIGATION MEASURES

As part of the LHMP update process, the Planning Team reviewed the mitigation actions included in the previous plan. The review included identifying the status of the mitigation action (Completed, Not Started, In Progress, or No Longer Needed). Those mitigation actions that were determined to be "On Going" where placed under the Mitigation Governance section of Capabilities Assessment chapter. In other words, the Planning Team deemed that since the mitigation measure did not have a start or stop date, it should not be placed under this section and should be captured in the Mitigation Governance with the other ongoing mitigation programs. For all mitigation actions listed as Not Started, the Planning Team discussed whether or not the mitigation action was still needed. If deemed "as needed", the mitigation

measure was carried over to the new list of mitigation measures. Additionally, descriptions of the carried over, needed mitigation actions were reviewed and, in some cases, the name was changed, the scope was expanded, and/or the mitigation measures was merged with another (i.e., public outreach for all hazards, not just earthquakes). **Table 7-1** indicates the status of each of the mitigation measures from the previous plan.

Table 7-1. Status of Previous Mitigation Measures

Mitigation Measure	Hazard	Status
Mission Zanja- improve drainage	Flood	Not Started
Reservoir Canyon- improve drainage	Flood	Not Started
Downtown- improve drainage	Flood	Not Started
South City- improve drainage	Flood	Not Started
North City- improve drainage	Flood	Not Started
Water Conservation Plan- develop and implement	Drought	Not Started
Vegetation Reduction- abatement program	Wildfire	Ongoing program
Vegetation Management- inspection program	Wildfire	Ongoing program
Fire Resistant Community- outreach and education	Wildfire	Not Started
Household Hazardous Waste- Reduction Program	Hazardous Material	Ongoing program
County Hazardous Materials Responders	Hazardous Material	Not Started
Self-contained Breathing Apparatus- equipment purchase	Hazardous Material	Complete
Education and Outreach- structural retrofitting	Earthquake	Not Started
Structural Retrofitting- City-owned buildings	Earthquake	Not Started
Drought Emergency Plan	Drought	Not Started
Public Outreach, Emergency Notification System, and database of Unreinforced Masonry buildings	Earthquake	Not Started
Emergency Circulation Master Plan	Hazardous Material	Not Started

7.4 MITIGATION MEASURE PRIORITIZATION

The Planning Team used the STAPLEE Criteria (Social, Technical, Administrative, Political, Legal, Economic, and Environmental) to evaluate the feasibility of each of the mitigation measures being considered for inclusion in the LHMP update. The STAPLEE process helped the Planning Team understand possible challenges that could hinder the ability to implement the mitigation measure. The STAPLEE criteria as includes the following considerations:

- **Social**
  - *Is the proposed action socially acceptable to the community?*
  - *Are there equity issues involved that would mean that one segment of the community is treated unfairly?*
  - *Will the action cause social disruption?*
- **Technical**
  - *Will the proposed action work?*
  - *Will it create more problems than it solves?*
  - *Does it solve a problem or only a symptom?*
  - *Is it the most useful action in light of other community goals?*
- **Administrative**
  - *Can the community implement the action?*
  - *Is there someone to coordinate and lead the effort?*

- *Is there sufficient funding, staff, and technical support available?*
- *Are there ongoing administrative requirements that need to be met?*

- **Political**
  - *Is the action politically acceptable?*
  - *Is there public support both to implement and to maintain the project?*
- **Legal**
  - *Is the community authorized to implement the proposed action? Is there a clear legal basis or precedent for this activity?*
  - *Are there legal side effects? Could the activity be construed as a taking?*
  - *Is the proposed action allowed by the general plan, or must the general plan be amended to allow the proposed action?*
  - *Will the community be liable for action or lack of action?*
  - *Will the activity be challenged?*
- **Economic**
  - *What are the costs and benefits of this action?*
  - *Do the benefits exceed the costs?*
  - *Are initial, maintenance, and administrative costs taken into account?*
  - *Has funding been secured for the proposed action? If not, what are the potential sources (public, non-profit, and private)?*
  - *How will this action affect the fiscal capability of the community?*
  - *What burden will this action place on the tax base or local economy?*
  - *What are the budget and revenue effects of this activity?*
  - *Does the action contribute to other community goals, such as capital improvements or economic development?*
  - *What benefits will the action provide?*
- **Environmental**
  - *How will the action affect the environment?*
  - *Will the action need environmental regulatory approvals?*
  - *Will it meet local and state regulatory requirements?*
  - *Are endangered or threatened species likely to be affected?*

Each proposed mitigation measure was assessed and given a score between 1–5 where 5 is favorable/beneficial (or NO major issues/opposition) and 1 is unfavorable/not beneficial (or major issues/opposition) for each of the STAPLEE criteria. The scores were then totaled and a final score was established for each mitigation measure. A relative comparison of mitigation measures helps understand which mitigation measure may have the greatest potential for implementation. However, the Planning Team recognized that this ranking does not (and should not) preclude the City from funding mitigation actions lower on the list first, especially if funding is available.

7.5 MITIGATION MEASURES

The focus of the mitigation measures was on the “high” priority (Tier I) hazards (Earthquake, Energy Shortage/Power Outage, Flood, Infectious Disease, Wildfire, and Windstorm); however, some mitigation measures do address other hazards or cut across all hazards. Mitigation measures were identified by assessing the effectiveness of current capabilities (existing plans, policies, and programs) against the

expected impacts (vulnerabilities). **Table 7-2** represents the proposed mitigation measures identified by the Planning Team.

Table 7-2. Proposed Mitigation Actions

	Mitigation Action	Hazard	Goal
1	Create and maintain a Key Asset Database	Multi	1, 2, 5, 6
2	Develop and maintain Emergency Circulation (Traffic) Plan(s); acquire necessary equipment to support implementation	Multi	1, 4, 5, 6
3	Develop and maintain Memorandums of Understanding (MOUs) and Public-Private Partnerships in support of emergency management and business continuity	Multi	1, 2, 3, 4, 5, 6
4	Develop and maintain Business Continuity Plan(s), emphasize loss of technology (Tech Down) situation	Multi	1, 2, 3, 4, 5, 6
5	Develop and maintain an Emergency Public Communications Plan; acquire necessary equipment and maintain systems to support implementation	Multi	1, 4, 5, 6
6	Develop and maintain an Energy Strategic Plan; acquire necessary equipment to support implementation	Multi	1, 2, 3, 4, 5, 6
7	Develop and maintain a Hazards Public Outreach Program; acquire necessary material/equipment/systems to support implementation	Multi	1, 2, 3, 4, 5, 6
8	Update and maintain an Emergency Operations Plan (EOP); acquire necessary equipment/systems to support implementation	Multi	1, 4, 5, 6
9	Develop a Policy to Incorporate Hazard Risk into other plans and development efforts	Multi	1, 2, 3, 4, 5, 6
10	Develop and/or incorporate Emergency Management Training and Exercise Program into existing training and exercise programs	Multi	1, 2, 3, 4, 5, 6
11	Conduct an Assessment of City-owned Lifeline infrastructure; acquire equipment and materials as need to support implementation. Projects could include: pipeline replacement, adding security systems, retrofit of existing facilities/equipment, incorporating backup generators, and other upgrades and improvements.	Multi	2,3,5,6
12	Participate and continue support of the OA Stakeholder Group	Multi	1,3,4,5,6
13	Establish and maintain the Hazard Mitigation Planning Team	Multi	1,2,3,4,5,6
14	Conduct an Assessment of City-owned Facilities; perform Structural and Non-structural Retrofits as needed	Multi	1,2,4,6
15	Develop a Building Condition Assessment Report for typical of building construction types in the City; develop a program to support structural and non-structural retrofitting	Multi	1,2,4,6
16	Develop and maintain a Vegetation Management Plan	Multi	1,2,3,4
17	Increase coordination with Lifeline Stakeholders to better understand their improvement, mitigation, and resiliency efforts	Multi	1, 2, 5, 6
18	Develop protocols and ensure appropriate personnel are signed up and receive Earthquake Notifications from USGS	Earthquake	1,2, 3, 4, 5, 6
19	Coordinate with Southern California Edison Emergency Management	Energy Shortage/ Power Outage	
20	Continue support of the County Floodplain Management Plan	Flood	4, 5, 6

	Mitigation Action	Hazard	Goal
21	Formalize and expand the role of the Floodplain Manager/NFIP Coordinator	Flood	1, 2, 3, 4
22	Conduct drainage improvements on Mission Zanja	Flood	1, 2, 3
23	Conduct drainage improvements on Reservoir Canyon	Flood	1, 2, 3
24	Conduct drainage improvements in Downtown	Flood	1, 2, 3
25	Conduct drainage improvements in South City	Flood	1, 2, 3
26	Conduct drainage improvements in North City	Flood	1, 2, 3
27	Develop, maintain, and disseminate an Infectious Disease Response Plan; acquire equipment, supplies, and other material as needed to support role	Infectious Disease	1, 4, 5, 6
28	Ensure Fire Resistant Materials are incorporated into existing building modifications and/or future development	Wildfire	1, 2, 4, 6
29	Incorporate Defensive Space Standards in existing and future building designs	Wildfire	1, 2, 4, 6
30	Coordinate with San Bernardino International and Ontario International Airport's Emergency Management Division	Aircraft Accident/Incident	1, 2, 4, 5
31	Coordinate with the County, surrounding local cities, and the regional Fusion Center	Civil Disturbance	1, 2, 4, 5, 6
32	Coordinate with Ca Department of Water Resources	Dam Breach	1, 2, 3, 4
33	Coordinate with State and local Governments; acquire equipment, supplies, and other material as needed to support role	Drought	1, 2, 3, 4, 5, 6
34	Develop and maintain a Water Conservation Plan; implement recommendations	Drought	1, 2, 3, 4
35	Develop and maintain a Drought Emergency Plan; acquire equipment, supplies, and other material as needed to support role	Drought	1, 2, 3, 4, 5, 6
36	Coordinate with State of California local Governments; acquire equipment, supplies, and other material as needed to support role	Extreme Temperature	1, 2, 3, 4, 5, 6
37	Develop and maintain an Extreme Temperature Emergency Plan; acquire equipment, supplies, and other material as needed to support implementation	Extreme Temperature	1, 2, 3, 4, 5
38	Formalize, maintain, and promote the Hazardous Materials Program; acquire necessary equipment, material, and supplies needed to support implementation	Hazardous Material Accident	1, 2, 3, 4, 5
39	Enforce and support annual Training and Exercises	Hazardous Material Accident	1, 2, 3, 4, 5
40	Coordinate with local citrus growers; acquire equipment, supplies, and other material as needed to support role	Infestation	2, 3, 4, 5
41	Work with State and County officials; acquire equipment, supplies, and other material as needed to support role	Infestation	2, 3, 4, 5
42	Develop and maintain a Technology Master Plan; acquire equipment as needed to support implementation	Technology Disruption	1, 2, 4, 5, 6
43	Develop and maintain IT Incident Response Plans; implement recommendations	Technology Disruption	1, 2, 4, 5, 6
44	Coordinate with NTSB, Regional Association of governments, and County Transportation Department; acquire equipment, supplies, and other material as needed to support role	Train Accident/Incident	1, 4, 5

	Mitigation Action	Hazard	Goal
45	Coordinate with the County, surrounding local cities, and the regional Fusion Center; acquire equipment, supplies, and other material as needed to support role	Terrorism	1, 2, 3, 4, 5, 6

The Planning Team made assessments to determine if plans, policies, and/or programs needed to be expanded and/or improved; and whether those changes would support reducing the hazard. Any recommended changes to plans, policies, and programs are reflective in Table 7.2. It is also worth to note, that consideration was also given to needed plans, policies, and programs. They too are also included in Table 7.2.

7.6 MITIGATION MEASURE IMPLEMENTATION PLAN

The following table (**Table 7-3**) reflects the implementation plan for each mitigation measure. The implementation plan identifies the lead department responsible for the action, the estimated cost, potential funding source to support the action, and the proposed timeframe for completion. It is important to note that while a lead department is identified, that some other City departments (i.e., Information Technology, Police, Fire, or Facilities) may actually take the lead depending on the project (i.e., Memorandums of Understanding- *MOUs* and Business Continuity Plan- *BCPs*). Emergency Management may coordinate the effort but the other City departments may actually take the lead to complete the particular MOU or BCP. Additionally, the City intends to actively search for other possible funding source to help implement the mitigation measures but those resources are not known at this time to be listed. It is also worth to note that the City has listed Hazard Mitigation Assistance (HMA) grants under several of the mitigation measures. The City recognizes that HMA grants include the Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), and Flood Mitigation Assistance (FMA) funding. It was deemed better by the Planning Team to list it collectively, instead of only selecting 1 or 2 of the grant programs as to not limit consideration under the other grant programs.

Table 7-3. Mitigation Measure- Implementation Plan

	Mitigation Action	Lead	Cost	Timeframe	Funding	Score
1	Create and maintain a Key Asset Database	Emergency Management	<$100,000	< 1 year	General Fund	35
8	Update and maintain an Emergency Operations Plan (EOP); acquire necessary equipment/systems to support implementation	Emergency Management	<$100,000	< 1 year	General Fund/HMA	35
12	Participate and continue support of the OA Stakeholder Group	Emergency Management	<$100,000	<1 year	General Fund/HMA	35
13	Establish and maintain the Hazard Mitigation Planning Team	Emergency Management	<$100,000	<1 year	General Fund/HMA	35
30	Coordinate with San Bernardino International and Ontario International Airport's Emergency Management Division	Facilitates and Community Services	<$100,000	<1 year	General Fund	35

	Mitigation Action	Lead	Cost	Timeframe	Funding	Score
31	Coordinate with the County, surrounding local cities, and the regional Fusion Center	Police	<$100,000	<1 year	General Fund	35
17	Increase coordination with Lifeline Stakeholders to better understand their improvement, mitigation, and resiliency efforts	Emergency Management	<$100,000	1-3 years	General Fund	34
19	Coordinate with Southern California Edison Emergency Management	Municipal Utilities & Engineering	<$100,000	< 1 year	General Fund/ HMA	34
3	Develop and maintain Memorandums of Understanding (MOUs) and Public-Private Partnerships in support of emergency management and business continuity	Emergency Management	<$100,000	1-3 years	General Fund	33
7	Develop and maintain a Hazards Public Outreach Program; acquire necessary material/equipment/systems to support implementation	Emergency Management	<$100,000	< 1 year	General Fund/HMA	33
38	Formalize, maintain, and promote the Hazardous Materials Program; acquire necessary equipment, material, and supplies needed to support implementation	Fire	$100,000-$300,000	<1 year	General Fund	33
39	Enforce and support annual Training and Exercises	Fire / Emergency Management	$100,000-$300,000	1-3 years	General Fund/HMA	33
44	Coordinate with NTSB, Regional Association of governments, and County Transportation Department; acquire equipment, supplies, and other material as needed to support role	Facilities and Community Services	<$100,000	<1 year	General Fund	33
4	Develop and maintain Business Continuity Plan(s), emphasize loss of technology (Tech Down) situation	Emergency Management	$100,000-$300,000	1-3 years	General Fund/HMA	32
5	Develop and maintain an Emergency Public Communications Plan; acquire necessary equipment and maintain systems to support implementation	Emergency Management	<$100,000	< 1 year	General Fund/HMA	32
21	Formalize and expand the role of the Floodplain Manager/NFIP Coordinator	Municipal Utilities & Engineering	<$100,000	< 1 year	General Fund/ HMA	32

	Mitigation Action	Lead	Cost	Timeframe	Funding	Score
28	Ensure Fire Resistant Materials are incorporated into existing building modifications and/or future development	Fire	$100,000-$300,000	1-3 years	General Fund/ HMA	32
29	Incorporate Defensive Space Standards in existing and future building designs	Fire/Development Services	$100,000-$300,000	1-3 years	General Fund/ HMA	32
45	Coordinate with the County, surrounding local cities, and the regional Fusion Center; acquire equipment, supplies, and other material as needed to support role	Police	$300,000-$500,000	1-3 Years	General Fund / EMPG	32
2	Develop and maintain Emergency Circulation (Traffic) Plan(s); acquire necessary equipment to support implementation	Police / Facilities and Community Services	<$100,000	1-3 years	General Fund/ HMA	31
9	Develop a Policy to Incorporate Hazard Risk into other plans and development efforts	Office of City Manager	<$100,000	< 1 year	General Fund	31
20	Continue support of the County Floodplain Management Plan	Municipal Utilities & Engineering	<$100,000	< 1 year	General Fund/ HMA	31
42	Develop and maintain a Technology Master Plan; acquire equipment as needed to support implementation	Management Services	$100,000-$300,000	1-3 Years	General Fund	31
43	Develop and maintain IT Incident Response Plans; implement recommendations	Management Services	$100,000-$300,000	1-3 Years	General Fund	31
10	Develop and/or incorporate Emergency Management Training and Exercise Program into existing training and exercise programs	Emergency Management	$100,000-$300,00	1-3 years	General Fund/HMA	30
33	Coordinate with State and local Governments; acquire equipment, supplies, and other material as needed to support role	Emergency Management / Municipal Utilities & Engineering	$100,000-$300,000	1-3 Years	General Fund/EMPG	30
11	Conduct an Assessment of City-owned Lifeline infrastructure; acquire equipment and materials as need to support implementation	Municipal Utilities & Engineering	$500,000-$1,000,00	3-5 years	General Fund/HMA	29
14	Conduct an Assessment of City-owned Facilities; perform Structural and Non-structural Retrofits as needed	Municipal Utilities & Engineering	$500,000-$1,000,000	3-5 years	General Fund/HMA	29

	Mitigation Action	Lead	Cost	Timeframe	Funding	Score
15	Develop a Building Condition Assessment Report for typical of building construction types in the City; develop a program to support structural and non-structural retrofitting	Building Division	$100,000-$300,000	1-3 years	General Fund/HMA	29
16	Develop and maintain a Vegetation Management Plan	Facilities and Community Services	<$100,000	1-3 years	General Fund/HMA	29
27	Develop, maintain, and disseminate an Infectious Disease Response Plan; acquire equipment, supplies, and other material as needed to support role	Emergency Management	<$100,000	1-3 years	General Fund/ HMA	29
34	Develop and maintain a Water Conservation Plan; implement recommendations	Municipal Utilities & Engineering	$100,000-$300,000	<1 year	General Fund	29
35	Develop and maintain a Drought Emergency Plan; acquire equipment, supplies, and other material as needed to support role	Emergency Management / Municipal Utilities & Engineering	$100,000-$300,000	<1 year	General Fund	29
36	Coordinate with State of California local Governments; acquire equipment, supplies, and other material as needed to support role	Emergency Management	$100,000-$300,000	<1 year	General Fund	29
37	Develop and maintain an Extreme Temperature Emergency Plan; acquire equipment, supplies, and other material as needed to support implementation	Emergency Management	$100,000-$300,000	<1 year	General Fund	29
40	Coordinate with local citrus growers; acquire equipment, supplies, and other material as needed to support role	Facilities and Community Services	<$100,000	<1 year	General Fund	29
41	Work with State and County officials; acquire equipment, supplies, and other material as needed to support role	Facilities and Community Services	$100,000-$300,000	<1 year	General Fund	29
6	Develop and maintain an Energy Strategic Plan; acquire necessary equipment to support implementation	Municipal Utilities & Engineering	<$100,000	1-3 years	General Fund/HMA	28
32	Coordinate with Ca Department of Water Resources	Municipal Utilities & Engineering	<$100,000	<1 year	General Fund	28
18	Develop protocols and ensure appropriate personnel are signed up and receive Earthquake Notifications from USGS	Emergency Management	<$100,000	< 1 year	General Fund/ HMA	26

	Mitigation Action	Lead	Cost	Timeframe	Funding	Score
22	Conduct drainage improvements on Mission Zanja	Municipal Utilities & Engineering	> $1,000,000	3-5 years	General Fund/ HMA	26
23	Conduct drainage improvements on Reservoir Canyon	Municipal Utilities & Engineering	> $1,000,000	3-5 years	General Fund/ HMA	26
24	Conduct drainage improvements in Downtown	Municipal Utilities & Engineering	> $1,000,000	3-5 years	General Fund/ HMA	26
25	Conduct drainage improvements in South City	Municipal Utilities & Engineering	> $1,000,000	3-5 years	General Fund/ HMA	26
26	Conduct drainage improvements in North City	Municipal Utilities & Engineering	> $1,000,000	3-5 years	General Fund/ HMA	26

8 PLAN ADMINISTRATION

8.1 MONITORING, EVALUATING AND UPDATING THE PLAN

The City of Redlands Fire Department Emergency Management Division will lead the effort and will be responsible for ensuring that this plan is being monitored and evaluated over the next five (5) years. While there is not a confirmed meeting schedule, the Emergency Management Division will ensure that at a minimum there is an annual meeting of the Hazard Mitigation Planning Team and possibly other interested stakeholders to discuss the LHMP. The first annual meeting will occur one (1) year from the date of FEMA approval. The annual review with the Hazard Mitigation Planning Team will include; not limited to:

- Status on progress towards implementing mitigation measures
- The need for additional and/or removal of mitigation measures
- Adjustments to the mitigation measure and/or implementation plan
- Addition to the Goals and/or objectives
- Revisions to the Hazard Profiles, primarily focused on description, history, location

In addition to the annual meetings, the Emergency Management Division may also leverage existing meetings to review, evaluate, and discuss progress on the mitigation actions set forth in this plan. The Emergency Management Division will ensure that the LHMP is an agenda item or incorporated into the discussion in those meetings whenever appropriate.

The Hazard Mitigation Planning Team will also visit the LHMP after significant hazard events; ensuring Lessons Learned and other vital information is captured for incorporation into future LHMP updates. This will provide the Hazard Mitigation Planning Team with an opportunity to evaluate the value of any implemented mitigation actions, validate the needs of the remaining mitigation actions, and possibly identify additional mitigation actions.

Information obtained from all of these meetings will be captured by the Emergency Management Division and made available for the next LHMP update.

The Emergency Management Division will also lead the effort to update the LHMP. Understanding the need not to have the LHMP expire, the Emergency Management Division will begin the process of updating the LHMP two (2) years prior to the plan expiration date. The Emergency Management Division may or may not seek another Hazard Mitigation Assistance grant or the assistance of a consultant to support this effort. If either of these are true, the Emergency Management Division will incorporate appropriate time to account for those needs.

8.2 INCORPORATION INTO OTHER PLANNING EFFORTS

The City of Redlands is aware of the hazards that face its community, as historic incidents prove that disasters are a common occurrence in this area. The City will continue to strive toward protecting the life, property and economy of the City. The City of Redlands also supports an all-hazard approach, encouraging information sharing between City Departments to incorporate into other planning efforts. As other plans are developed, the LHMP information will be leveraged and incorporated when other plans could benefit

from a better understanding of hazards and the potential mitigation measures that can be taken. Over the past five (5) years, fiscal and personnel challenges has limited the City's ability to fully incorporated the LHMP into other plans. While previous Planning Team members have championed and shared LHMP information during other planning efforts, there has not been a formalized process to truly integrate the LHMP information into other plans. The City is still facing some of those same challenges but is committed to keep pushing for better integration of LHMP information. The City of Redlands is anticipating incorporating and/or leveraging the information from the LHMP into the:

- Emergency Operation Plan
- Water System Emergency Response Plan
- Water Conservation Management Plan (Title 13 – 13.06.010)
- Fire Protection Master Plan (Title 15, Section 15.20.580)
- Spill Prevention Control & Countermeasure Plan
- Storm Water Pollution Prevention Plan (Title 3 3.48.020 and 3.56.020)
- Business Emergency Contingency Plan
- Sewer Capital Improvement (Title 3 – 3.44.020)
- Vegetation Management (Title 15, Section 15.20.560)
- Wildland-Urban Interface Fire Area (Title 15, Section 15.20.550)
- Earthquake – Hazardous Building (Title 15, Section 15.52.020)

The City of Redlands incorporated by reference the previously LHMP into the City's General Plan Safety Element. As opportunities present themselves, the City will make every effort to incorporate the new LHMP information into the City's General Plan, where appropriate. In the meantime, the LHMP will be utilized to assess future development in accordance with the General Plan. In addition to reviewing future development against relevant land use and zoning regulations, building codes and fire codes, and environmental and engineering standards, it will also be reviewed against the LHMP. Proposed development projects will be assessed to determine exposure (or risk) to community hazards. The LHMP will also serve as a reference for suggested mitigation measures to reduce and/or eliminate risk from those hazards.

8.3 CONTINUED STAKEHOLDER AND PUBLIC INVOLVEMENT

As mentioned under Section 2.4 and 2.5, the City of Redlands will organize and/or participate in a variety of meetings/events to share and exchange information about mitigation with stakeholders and the public. The City will use its social media platforms and when, appropriate, leverage stakeholder and community social media platforms to announce the meetings/events. The City will also continue to provide public forms with our quarterly Disaster Council which gives the public and local emergency managers the opportunity to collaborate and coordinate prior to an emergency occurring.

8.4 POINT OF CONTACT

Comments or suggestions regarding this plan may be submitted to:

Fire Department; Emergency Management Division
Esther Martinez, Emergency Management Specialist
35 Cajon Street, Suite 12
Redlands, Ca 92373
(909) 798-7600 / emartinez@cityofredlands.org

APPENDIX 1 ADOPTION RESOLUTION

RESOLUTION NO. 8268

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING THE CITY OF REDLANDS HAZARD MITIGATION PLAN AS REQUIRED BY THE FEDERAL DISASTER MITIGATION AND COST REDUCTION ACT OF 2000

WHEREAS, President William J. Clinton signed H. R. 707, the Disaster Mitigation and Cost Reduction Act of 2000, into law on October 30, 2000; and

WHEREAS, the Disaster Mitigation Act of 2000 requires all jurisdictions to be covered by a Local Hazard Mitigation Plan to be eligible for Federal Emergency Management Agency post - disaster funds; and

WHERAS, local mitigation plans are required as a condition of receiving project grant funds under the Hazard Mitigation Assistance Grants and Public Assistance Eligibility; and

WHEREAS, the city of Redlands' Fire Department has acted as the lead agency in the development of the City of Redlands Hazard Mitigation Plan; and

WHEREAS, the City's Fire Department has coordinated the development of the Hazard Mitigation Plan; and

WHEREAS, the City's Fire Department is concerned about mitigating potential losses from natural disasters before they occur; and

WHEREAS, the plan identifies potential hazards, potential losses and potential mitigation measures to limit losses; and

WHEREAS, the City of Redlands General Plan Safety Element references/incorporates the Local Hazard Mitigation Plan; and

WHEREAS, the California State Governor's Office of Emergency Services and Federal Emergency Management Agency have reviewed the plan; and

WHEREAS, formal adoption of the plan by the Redlands City Council is required before final approval of the plan can be obtained from the Federal Emergency Management Agency; and

WHEREAS, the City Council has determined that it would be in the best interests of the City and its residents and visitors as a whole, to adopt the Hazard Mitigation Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. The City Council adopts the City of Redlands Hazard Mitigation Plan, dated November 2021, to meet the requirements of the Disaster Mitigation and Cost Reduction Act of 2000, and directs the Redlands Fire Department Emergency Management Division to forward the Hazard Mitigation Plan to the Governor's Office of Emergency Services and Federal Emergency Management Agency on behalf of the City for final approval.

Section 2. A certified copy of the City of Redlands Hazard Mitigation Plan shall be placed on file with the City Clerk's office and is available for viewing by the public.

ADOPTED, SIGNED AND APPROVED this 16th day of November, 2021.

Paul T. Barich, 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 16th day of November, 2021

AYES: Councilmembers Foster, Tejeda, Davis, Guzman-Lowry; Mayor Barich
NOES: None
ABSENT: None
ABSTAINED: None

Jeanne Donaldson, City Clerk

APPENDIX 2 PLANNING TEAM MEMBERS

Agency	Department	Staff	Position
City of Redlands	Airport	Shaffer, Carl	Airport Supervisor
City of Redlands	City Manager's Office	Baker, Carl	Public Information Officer
City of Redlands	City Manager's Office	McConnell, Janice	Assistant City Manager
City of Redlands	Development Services	Esparza, Cruz	Economic Development Manager
City of Redlands	Development Services	Foote, Brian	Planning Director
City of Redlands	Facilities and Community Services	Sullivan, Tim	Assistant Director
City of Redlands	Finance	Jenner, Farrah	Assistant Finance Director
City of Redlands	Fire	Anderson, Vincent	Fire Marshal
City of Redlands	Fire	Crews, Carly	EMS Coordinator
City of Redlands	Fire	Martinez, Esther	Emergency Operations Specialist
City of Redlands	Fire	Reyes, Bruni	Management Analyst
City of Redlands	Fire	Sessler, Rich	Deputy Chief
City of Redlands	Human Resources	Ng, Tommi	Assistant Director
City of Redlands	Innovation and Technology	Resh, Tom	GIS Supervisor/Web Administrator
City of Redlands	Innovation and Technology	Sanchez, Sandra	Information Technology
City of Redlands	Library	McCue, Don	Director
City of Redlands	Municipal Utilities and Engineering	Watson, Kevin	Operations Manager
City of Redlands	Planning	Lin, Catherine	Principal Planner
City of Redlands	Police	Reiss, Mike	Deputy Chief
City of Redlands	Police	Tolber, Rachel	Commander
City of Redlands	Purchasing	Abramovitz, Dana	Manager
Amazon		Morales, Linda	
Amazon		Notthingham, Greg	
American Red Cross	San Bernardino County	Anderson, Robert	Disaster Program Manager
Arrowhead Christian Academy		Bell, Nrian	Upper school Principal
Assemblyman James Ramos		Leyva, Jessie	Field Representative
CA Public Utilities Commission		Windbigler, Sandy	Business and Community Outreach
CALFire		Ahmad, Abdul	Division Chief
CALFire		Malinowski, Grant	Chief
Cal Trans		Sadler, Jason	
California Governor's Office of Emergency Services		Brown, Sonia	Senior Emergency Services Coordinator
California Highway Patrol		Seldon, Rod	Captain
Carollo		Deslauriers, Sarah	
Carollo		Roquebert, Vincent	
Carollo		Sobeck, Dave	Senior Vice President

Church of Jesus Christ Latter Day Saints		Cannon, Judy	Redlands Area Interfaith Council
City of Highland		Daniely, David	Administrative Analyst
City of Loma Linda		Kendal, Shannon	Joint Emergency Services Coordinator
City of Moreno Valley		Bricker, Zuzzette	Emergency Manager
City of San Bernardino		Oldendorf, Nick	Emergency Manager/ Sergeant
City of Yucaipa		O'Connell, Sherrie	Emergency Services Coordinator
Com Center		Franke, Tim	Com Center Supervisor
ESRI		Abushanab, Dan	CIO
ESRI		Berry, Don	Operations Manager
ESRI		Kelling, Daniel	Physical Security and Safety
ESRI		Nowlin, Chris	
Jonbe Care Retirement Community		Elshof, Richard	
Loma Linda Hospital		Ngo, Ehren	Emergency Operations Manager
Metrolink		Rodriguez, Richard	Emergency Manager
Montessori in Redlands		Camarillo, Ellen	Safety Coordinator
North Redlands Visioning Committee		Saucedo, Mario	
Office of Representative Pete Aguilar		Lewis, Curt	Grant Program Director
Office of Senator Mike Morrell		Bogh, Madison	Field Representative
Office of Senator Mike Morrell		Cornejo-Reynoso, Pacal	Field Representative
Omni Trans		Erwin, Barbara	Safety, Security, and Regulatory Compliance Manager
Packinghouse Christian Academy		Conner. Michelle	Safety Coordinator
Plymouth Village Retirement Community		Michaels, Julie	Executive Director
Redlands Adventist Academy		York, Glynda	Safety Coordinator
Redlands Bowl Summer Music Festival		Noerr, Beverly	Executive Director
Redlands Chamber of Commerce		Alvarez, Christopher	Executive Director

Redlands Christian Center		Wallace, Don	Redlands Area Interfaith Council
Redlands Community Hospital		Olmos, Melissa	Emergency Management Coordinator
Redlands Historical Society		Nelda, Stuck	
Redlands Unified School District		Arrellano, Mauricio	Superintendent
Redlands Unified School District		Mackamul-Covey, Carianne	
Redlands Unified School District		Morse, Ken	Coordinator of Operations and Facility Planning
Rochford Foundation		Timothy, Ellen	
San Bernardino County		Congjuico, Ashley	Medical Emergency Planning Specialist
San Bernardino County		Cruz, Carrie	Emergency Services Officer
San Bernardino County		Ramirez, Michael	Emergency Services Supervisor Officer
San Bernardino County School Districts		Marmolejo, Daniel	Safety Manager/ Intergovernmental Relations
Simpler Life		Snedaker, Bob	Owner
Southern California Gas		Scott, Kristine	Public Affairs Manager
Southern California Edison		Cloud, Mark	Government Affairs Representative
United States Post Office		Andrews, Janet	National Preparedness Specialist
University of Redlands		Abbey, Leonette	Project Management Coordinator
University of Redlands		Rogers, Michelle	Vice President Administration
University of Redlands		Talbott, Jeff	Director of Public Safety
University of Redlands		Walsh, John	Chaplain
Valley Preparatory School		Black, John	School Principal
Valley Preparatory School		Schutz, Derrick	Assistant Head of School

APPENDIX 3 PLANNING TEAM MEMBER MEETING ATTENDANCE MATRIX

City of Redlands
Local Hazard Mitigation Plan
Planning Team

Department / Agency	6/16/2020	8/18/2020	9/21/2020	10/19/2020	11/16/2020	1/11/2021	3/16/2021	4/7/2021	5/25/2021
Airport								X	
City Manager's Office	X	X	X	X	X			X	X
Development and Planning Services	X	X	X	X	X	X	X	X	X
Facilities and Community Services	X							X	
Finance			X				X		
Fire Department	X	X	X	X	X	X	X	X	X
Human Resources	X					X			
Information Technology	X	X	X	X	X	X	X	X	X
Library		X		X		X			X
Municipal Utilities and Engineering	X		X		X	X		X	X
Police	X	X		X			X	X	
Purchasing				X					
Amazon									
American Red Cross									
Arrowhead Christian Academy									
Assemblyman James Ramos									
CA Public Utilities Commission									
CAL Fire									
Cal Trans									
California Governor's Office of Emergency Services									
California Highway Patrol	X	X	X	X	X	X	X	X	X
Carollo	X	X	X	X	X	X	X	X	X
City of Highland									
City of Loma Linda	X								
City of Moreno Valley						X		X	
City of San Bernardino									
City of Yucaipa		X		X	X			X	X
Com Center									
ESRI	X	X	X	X	X	X	X	X	
Jonbe Care Retirement Community									
Loma Linda Hospital	X			X				X	
Metrolink									
Montessori in Redlands									
North Redlands Visioning Committee									
Office of Representative Pete Aguilar	X								

Updated 6/01/2021

City of Redlands
Local Hazard Mitigation Plan
Planning Team

Department / Agency	6/16/2020	8/18/2020	9/21/2020	10/19/2020	11/16/2020	1/11/2021	3/16/2021	4/7/2021	5/25/2021
Office of Senator Mike Morrell									
Omni Trans									X
Packinghouse Christian Academy									
Plymouth Village Retirement Community									
Redlands Adventist Academy									
Redlands Area Interfaith Council			X		X				
Redlands Bowl Summer Music Festival									
Redlands Chamber of Commerce			X	X	X	X		X	
Redlands Christian Center									
Redlands Community Hospital	X	X			X			X	X
Redlands Historical Society									
Redlands Unified School District							X		
Rochford Foundation									
San Bernardino County Office of Emergency Services							X		
San Bernardino County Public Health									
San Bernardino County School Districts									
Simpler Life									
So Cal Gas	X		X	X	X	X		X	X
Southern California Edison									
United States Post Office			X	X	X	X		X	X
University of Redlands	X		X	X	X	X			X
Valley Preparatory School									

APPENDIX 4 PUBLIC OUTREACH ANNOUNCEMENTS AND PRESENTATIONS

A G E N D A

This will be a teleconference meeting via Zoom.

The following information comprises the agenda for a regular meeting of the **DISASTER COUNCIL** of the City of Redlands at the time noted:

Monday, October 26, 2020

4:00 P.M. – 5:00 P.M.

Join Zoom Meeting

- https://cityofredlands.zoom.us/j/92594494297?pwd=TlQ3dy8vUFlCWHpWdDVma2llWmVSdz09
- Meeting ID: 925 9449 4297
- Passcode: 10262020
- One tap mobile
  - +16699006833,,92594494297#,,,,,,0#,,10262020# US (San Jose)
  - +13462487799,,92594494297#,,,,,,0#,,10262020# US (Houston)
- Dial by your location
  - +1 669 900 6833 US (San Jose)
  - +1 346 248 7799 US (Houston)
  - +1 253 215 8782 US (Tacoma)
  - +1 929 205 6099 US (New York)
  - +1 301 715 8592 US (Germantown)
  - +1 312 626 6799 US (Chicago)
  - 888 788 0099 US Toll-free
  - 877 853 5247 US Toll-free
- Meeting ID: 925 9449 4297
- Passcode: 10262020
- Find your local number: https://cityofredlands.zoom.us/u/adZ8Ocsdxg

HOW TO SUBMIT COMMENTS: Following public health recommendations to limit public gatherings during the COVID-19 pandemic, City Manager Charles M. Duggan Jr., acting as the City of Redlands Emergency Services Director has directed that Commission/Board meetings be closed to the public until further notice or until the current local State of Emergency has been lifted.

In order to have your public comment read into the public record at the meeting, members of the public are asked to submit comments (250 words or less) prior to Thursday, October 22, 2020 at 5:00 p.m. to Esther Martinez by email at **emartinez@cityofredlands.org** or by telephone at (909) 307-7313.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Goutam Dobey of Municipal Utilities/Engineering Department at (909) 798-7584 ext. 5. 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)

Individuals with a disability, consistent with the Americans with Disabilities Act, who need assistance with public comment, may contact Esther Martinez by telephone (909) 307-7313 or by email at **emartinez@cityofredlands.org** at least two hours before the meeting to make alternate arrangements.

A. Call to Order (Mayor Paul W. Foster)

B. Pledge of Allegiance (Mayor Paul W. Foster)

C. Public Comment (Mayor Paul W. Foster)
(At this time, the Disaster Council chair will read all public comments, up to 250 words, into record if they are received in accordance with the deadlines stated above. Please Note: The Disaster Council may not discuss or take action on any public comment made..

D. Introductions / Welcome (Chief Sessler)

E. Approval of Minutes (Mayor Paul W. Foster)

F. Old Business
1. No Follow-up items

G. New Business
1. Presentation by Andy Petrow from APetrow Consulting "City of Redlands Local Hazard Mitigation Plan Update"
    a. https://www.cityofredlands.org/sites/main/files/file-attachments/redlands_final_hmp_april_2015.pdf?1552928023

H. Member Announcements (Roundtable)

I. Possible agenda items for next meeting (?)

J. Adjournment
(The next Disaster Council Meeting will be held on January 25, 2021)

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Goutam Dobey of Municipal Utilities/Engineering Department at (909) 798-7584 ext. 5. 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)

City of Redlands

Local Hazard Mitigation Plan Update

PUBLIC KICKOFF MEETING/PRESENTATION

OCTOBER 26, 2020

Purpose of the Meeting/Presentation

- Introduce the Project
  - What and Why were are doing it
- Gain Common Understanding of:
  - Mitigation
  - Local Hazard Mitigation Plans (LHMP)
- Increase Awareness of the City of Redlands LHMP and Update Process
  - What hazards are being addressed
  - How the LHMP will be updated
- Set expectations moving forward
  - How you can keep updated on progress

Agenda

- Background
- Definition of Mitigation
- Local Hazard Mitigation Plans (LHMP) Overview
- City of Redlands LHMP Overview
- Public Outreach Effort
- Next Steps

Background

- FEMA provides funds after disasters to mitigate future impacts
- Historically difficult to identify eligible projects
  - *pressure to obligate funds*
- In 2000, FEMA revised regulations to require an LHMP to received mitigation funds
- LHMP must be comprehensive and identify projects
  - *Project must be in LHMP to be eligible for funding*

Definition of Mitigation

- Part of the Disaster Cycle
- FEMA defines Mitigation as the *"effort to reduce and/or eliminate loss of life and property by lessening the impacts from hazards"*
- Benefits of mitigation include:
  - Saved lives
  - Reduced damage to property
  - Reduced economic losses
  - Minimized social disruption
  - Shorter recovery period for the community



Local Hazard Mitigation Plans

Goal-

- To develop a strategy to reduce and/or eliminate impacts from hazards

Objectives-

- Apply a comprehensive planning approach
  - Involve the Whole Community (regional stakeholders)
  - Address Multi-hazards
  - Engage the public
- Understand capabilities and vulnerabilities to hazards
  - Identify Key Assets
- Identify projects and actions
- Integrated with other planning efforts

Local Hazard Mitigation Plans (cont)

LHMP Requirements

- Locals prepare, adopt, and maintain….must be update every 5 years
- Cal OES reviews
- FEMA approves

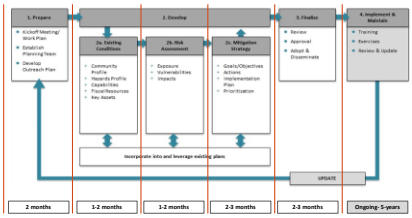
What are Cal OES/FEMA are looking for……

- Proper documentation of planning process
- Current community, hazard, and impact information
- Validation/Identification of projects and actions
- Method for plan review (updating) and implementation
- Verification plan was adopted

City of Redlands LHMP

- Last Approved and Adopted in 2015
- Can be found on the City's website
  https://www.cityofredlands.org/pod/emergency-plans
- Analyzed the following hazards
  - Chemical Agents
  - Chemical/Hazardous Materials Spill
  - Crop Losses/Freezing
  - Dam Breach
  - Disease
  - Drought
  - Earthquake
  - Energy/Power Outage/Excessive Heat
  - Flooding
  - Infestation
  - Mudslide/Landslide
  - Tornado
  - Wildfire
  - Windstorm
- Mitigation Actions (projects) focused on priority hazards

City of Redlands LHMP (cont)



City of Redlands LHMP (cont)

Planning Team

- Representatives from the City Departments
- Representatives from Regional Stakeholders
  - State
  - County
  - Special Districts
  - Non-governmental Organizations
  - Lifelines
  - Hospitals/Care Facilities
  - Businesses (large employment corporations)
- Consultant Team

Public Outreach Effort

- Because of COVID-19 challenges with, outreach will be done virtually
- Two (2) public meetings
  - Project kickoff….*this meeting*
  - Draft plan review
- Status Updates
  - City Social Media (Website, FaceBook, Instagram, LinkedIn, Twitter)
  - Other Social Media (NextDoor, stakeholder social media platforms)
  - Leverage City Council/Community meetings
  - *Possibly* Newspapers/letters (local, regional, city, community organizations)
  - *Possibly* Flyer Announcements (inserts in invoices/bills)

Next Steps

- Review public comments
- Hold additional Planning Team meetings
- Prepare and Review draft LHMP sections
- Provide status updates to the public

Contacts

- Esther Martinez
  - (909) 798-7600
  - emartinez@cityofredlands.org
- Andy Petrow
  - (818) 294-5472
  - petrowa@msn.com

A G E N D A

This will be a teleconference meeting via Zoom.

The following information comprises the agenda for a regular meeting of the **DISASTER COUNCIL** of the City of Redlands at the time noted:

Monday, April 26, 2021

4:00 P.M. – 5:00 P.M.

Join Zoom Meeting
https://cityofredlands.zoom.us/j/97062400382?pwd=akJJM1IxajNJM1lEUGxrSVlhV2lYdz09

Meeting ID: 970 6240 0382
Passcode: 906782
One tap mobile
+16699006833,,97062400382#,,,,*906782# US (San Jose)
+12532158782,,97062400382#,,,,*906782# US (Tacoma)
Dial by your location
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington D.C)
877 853 5247 US Toll-free
888 788 0099 US Toll-free
Meeting ID: 970 6240 0382
Passcode: 906782
Find your local number: https://cityofredlands.zoom.us/u/amB3lchzX

HOW TO SUBMIT COMMENTS: Following public health recommendations to limit public gatherings during the COVID-19 pandemic, City Manager Charles M. Duggan Jr., acting as the City of Redlands Emergency Services Director has directed that Commission/Board meetings be closed to the public until further notice or until the current local State of Emergency has been lifted.

In order to have your public comment read into the public record at the meeting, members of the public are asked to submit comments (250 words or less) prior to Thursday, April 23, 2021 at

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Goutam Dobey of Municipal Utilities/Engineering Department at (909) 798-7584 ext. 5. 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)

5:00 p.m. to Esther Martinez by email at **emartinez@cityofredlands.org** or by telephone at (909) 307-7313.

Individuals with a disability, consistent with the Americans with Disabilities Act, who need assistance with public comment, may contact Esther Martinez by telephone (909) 307-7313 or by email at **emartinez@cityofredlands.org** at least two hours before the meeting to make alternate arrangements.

A. Call to Order (Mayor Paul Barich)

B. Pledge of Allegiance (Mayor Paul Barich)

C. Public Comment (Mayor Paul Barich)
(At this time, the Disaster Council chair will read all public comments, up to 250 words, into record if they are received in accordance with the deadlines stated above. Please Note: The Disaster Council may not discuss or take action on any public comment made..

D. Introductions / Welcome (Chief Sessler)

E. Approval of Minutes (Mayor Paul Barich)

F. Old Business
1. No Follow-up items

G. New Business
   a. Presentation by Andy Petrow from APetrow Consulting "City of Redlands Local Hazard Mitigation Plan Draft"
      i. Overview of draft plan for public review.

H. Member Announcements (Roundtable)

I. Possible agenda items for next meeting (?)

J. Adjournment
(The next Disaster Council Meeting will be held on July 26, 2021)

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Goutam Dobey of Municipal Utilities/Engineering Department at (909) 798-7584 ext. 5. 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)

City of Redlands

Local Hazard Mitigation Plan Update

PUBLIC KICKOFF MEETING/PRESENTATION

APRIL 26, 2021

Purpose of the Meeting/Presentation

- Quick Overview of the Project
  - What is a Local Hazard Mitigation Plan (LHMP)
  - Why are we updating the LHMP
- Review Information in the draft LHMP
  - Federal Requirements
  - List of Community Hazards
  - Proposed Mitigation Measures/Actions
- Discuss Next Steps
  - What is left to do

Overview

- FEMA provides funds to mitigate hazard impacts but require a LHMP
  - *Mitigation measure/action must be in LHMP to be eligible*
- LHMP = City's strategy to mitigate impacts from hazards
  - *Must include a comprehensive planning process*
  - *Must understand capabilities and vulnerabilities*
  - *Must include mitigation measures/actions*
- LHMP must be updated every 5 years
  - *City of Redlands last updated in 2015*

Federal Requirements

- Locals prepare, adopt, and maintain
- Cal OES reviews
- FEMA approves

What are Cal OES/FEMA are looking for……

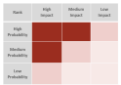
- Documentation of planning process
- List of current capabilities and hazards
- Understanding of impacts (vulnerability)
- Identification of mitigation measures/actions
- Plan for maintaining and implementing LHMP

Capability Assessment

- What tools are in your mitigation toolbox
- Resources
  - ***Personnel-*** *who works (can work) on mitigation efforts*
  - ***Governance-*** *what rules are in place to support mitigation*
  - ***Technical-*** *what special skills are available to support mitigation*
  - ***Fiscal-*** *what kind of funding is available for mitigation efforts*

Hazards in the Draft LHMP

- Analyze all hazards in the community
  - *Provide Description, History, Location, other information*
- Screen (prioritize) all hazards
  - *Probability vs Impact*
- Hazards in the LHMP; Priority hazards in **bold**
  - Aircraft Accident/Incident
  - Chemical Agent Release
  - Civil Disturbance
  - Dam Breach
  - Drought
  - **Earthquake**
  - **Energy Shortage/Power Outage**
  - Extreme Temperature
  - **Flood**
  - Hazardous Material Accident
  - **Infectious Disease**
  - Infestation
  - Landslide
  - Technology Disruption
  - Train Accident/Incident
  - **Wildfire**
  - **Windstorm**



Vulnerability Assessment

- Quantitative Impacts
  - *Damage Assessment models (Hazus)*
  - *Exposure Assessment (hazard footprint)*
- Qualitative Impacts
  - *Population*
  - *Built Environment*
  - *Lifelines*
  - *Economy*
  - *Environment*

Mitigation Strategy

- Only need to address *priority* hazards
- Includes actions that cut across multiple hazards
- Actions need to be prioritized
  - *Assessed against typical challenges to projects (feasibility assessment)*
- Must have an implementation plan
  - *Identify lead Department*
  - *Estimate on how long it will take*
  - *Estimate how much it may cost*
  - *Identify possible funding sources*

Proposed Mitigation Measures/Actions

- Develop a **Key Asset** Database
- Adopt policy to **incorporate hazards** into relevant city plans/programs
- Develop/Expand **MOUs** and **Public-Private Partnerships**
- Develop/Expand **Public Outreach** efforts regarding hazards
- Develop/Expand **Emergency Management Training and Exercises**
- **Assess City-owned Facilities** (structural/non-structural retrofitting)
- Develop **Mitigation Reference Guide** for privately-owned Facilities
- **Build Closer Working Relationship** with utilities, government (State, County, locals), Airports/Rail, Citrus Growers, local Businesses, Faith-based organizations
- **Improve Drainage** throughout the City

Proposed Mitigation Measures/Actions (*cont.*)

- Develop/Expand **Plans/Assessments;** *implement recommendations*
  - *Business Continuity Plan*
  - *Emergency Circulation Plan*
  - *Emergency Operations Plan*
  - *Emergency Public Communications Plan*
  - *Energy Strategic Plan*
  - *Extreme Temperature Plan*
  - *Infectious Disease Response/Recovery Plan*
  - *Technology Master Plan; including an IT Incident Response Plan*
  - *Vegetation Management Plan*
  - *Water Conservation/Drought Emergency Plan*

Next Steps

- Review public comments
  - *Draft LHMP can be found on City website by end of the week*
- Finalize draft LHMP with the Planning Team
- Submit and Review draft LHMP with Cal OES/FEMA
  - *Revise as needed*
- City Council Adoption

Contacts

- Esther Martinez
  - (909) 798-7600
  - emartinez@cityofredlands.org
- Andy Petrow
  - (818) 294-5472
  - petrowa@msn.com

APPENDIX 5 KEY ASSETS

The City of Redlands has identified the following key building assets (**Table APP1**). Table3.6 captures the Redlands Unified School District by campus; however, there are several permanent and temporary structures on each campus. **Table APP2** depicts the number of permanent and temporary structures on each campus.

Table APP1 Key Building Assets

Facility Name	Address	Year Built	Bldg. Sq. Ft	Structure Type	Replacement Cost
Fire Station 261	525 E. Citrus Ave.	2001	4,200	Wood Frame	$1.98M
Fire Station 262	1716 Garden St.	1969	2,500	Wood Frame	$1.18M
Fire Station 263	10 W. Pennsylvania Ave.	1985	3,000	Wood Frame	$1.42M
Fire Station 264					
Police Dispatch	1270 W. Park Ave	1984	8,800	Wood Frame	$4.16M
Emergency Operations Center	1270 West Park Ave	1985	6,200	Concrete Block/ Reinforced Masonry	$3.0M
Police Annex	30 Cajon Street		20,000		
Animal Control	504 N. Kansas St.		750		
Joslyn Senior Center	21 Grant St.		8,700		
Community Center	111 W. Lugonia Ave.		27,500		
Corporate Yard, including HAZMAT Storage	1270 W. Park Ave		67,400		$3.4M
Henry Tate Water Treatment Plant	3050 Mill Creek Rd., Mentone		N/A		$20.0M
Hinkley Surface Water Treatment Plant	1604 Crafton Ave.		26,614		$20.0M
Highland Ave. Water Complex	Highland Ave.		N/A		$30.0M
Redlands Wastewater Treatment Facility	1950 N. Nevada St.		N/A		
City Hall	35 Cajon Street		20,054		$7.82M
Redlands Municipal Airport	1745 Sessums Dr	Various	Various	Wood and Metal Framed	$103M
San Bernardino International Airport	1601 E 3rd St #100		1,329 acres		
A.K. Smiley Library	125 W Vine St	1898	64,000		$40M
Contemporary Club	173 S Eureka St		4,000		$6M
Power Plant- Redlands	2492 W San Bernardino Ave	1893			$2B
Lincoln Shrine	125 W Vine St	1932	3800		$8M
Agate Ave. Reservoir	Agate Ave & Salerno Ave				
Arroyo Reservoir	Arroyo Crest & Smiley Heights Dr				

Country Club Reservoirs	Country Club Dr & Verde Vista Dr				
Crafton College Reservoir	Crafton Hills Ridge Cir				
Dearborn Reservoir	500 N Dearborn St				
Fifth Ave. Reservoir	Valencia Dr & King St				
Highland Avenue Reservoir	Parkford Dr & Marshall St				
Margarita Reservoir	Margarita Dr & Marilyn ln				
Mill Creek Reservoir	3040 Mill Creek Rd				
Sand Canyon Reservoir	Campus Dr & Sand Canyon Rd				
Smiley Heights Reservoir	Smiley Heights Dr & Calle de Las Palmas				
South Ave. Reservoir	Sunset Dr & Felisa Ct				
Sunset Reservoir	13198 Helen Ct				
Texas Grove Reservoir	1660 Texas St				
Texas Street Site Reservoir	1321 Texas St				
Ward Way Reservoir	1369 Fairview ln				
Water Quality Lab	1950 Nevada St				
Julian Way Effluent Valve (Tate)	3050 Mill Creek Rd				
Ward Way Valve	2594 Mill Creek Rd				
Well 38	11143 Nevada St				
24" Highline Transmission Pipeline	Various				
Zone 1570 Piping/water distribution system	Various				
Zone 1750 Piping/water distribution system	Various				
Zone 1900 Piping/water distribution system	Various				
University of Redlands					
Kaiser Permanente Redlands Medical	1301 California Street				
Redlands Community Hospital	350 Terracina Boulevard				
ESRI	380 New York Street	1969			
Beaver Medical Group	2 West Fern Avenue				
Arroyo Verde Elementary School)	7701 Church Street, Highland, CA 92346	1989-1990	50,911		7,564.68*
Beattie Middle School	7800 Orange St., Highland CA, 92346	2004	92,310		26,053.12*
Bryn Mawr Elementary School	11680 Whittier Ave., Loma Linda CA, 92354	1990	63,605		10,806.60*
Citrus Valley High School	800 West Pioneer Ave., Redlands, CA, 92374	2009	N/A		N/A
Clement Middle School	501 East Pennsylvania Ave., Redlands CA, 92374	1961 1964	133,124		20,428.36*
Cope Middle School	1000 West Cypress Ave., Redlands CA, 92373	1956-1957	160,739		25,046.61*
Crafton Elementary School	311 North Wabash Ave., Redlands CA, 92374	1936-1965	69,931		9,224.26*
Cram Elementary School	29700 Water St., Highland	1997	52,814		7,696.27*

	CA, 92346				
Franklin Elementary School	850 East Colton Ave., Redlands CA, 92374	1955 1969	70,450		11,455.98*
Highland Grove Elementary School	7700 Orange St., Highland CA, 92346	2005	46,549		11,375.73*
Judson & Brown Elementary School	1401 E Pennsylvania Ave., Redlands CA, 92374	2006	42,344		13,216.96*
Kimberly Elementary School	301 West South Ave., Redlands CA, 92373	1956-1963	74,670		9,357.75*
Kingsbury Elementary School	600 Cajon St., Redlands CA, 92373	1968	62,205		8,618.97*
Lugonia Elementary School	202 East Pennsylvania Ave., Redlands CA, 92374	1955 1963	58,856		9,258.99*
Mariposa Elementary School	30800 Palo Alto Dr., Redlands CA, 92373	1964	56,613		7,664.47*
McKinley Elementary School	645 West Olive Ave., Redlands CA, 92373	1938 1966	52,529		8,222.37*
Mentone Elementary School	1320 Crafton Ave., Mentone CA, 92359	1949	43,566		6,651.36*
Mission Elementary School	10568 California Street, Redlands, CA 92374	1938, 1965 1970	62,341		11,004.51*
Moore Middle School	1550 East Highland Ave., Redlands CA, 92374	1965	144,730		22,765.39*
Orangewood High School (Continuation)	515 Texas St., Redlands CA, 92374	1940, 1955, 1990 1992	42,142		5,845.34*
Redlands East Valley High School	31000 East Colton Ave., Redlands CA, 92374	1995	326,895		55,068.16*
Redlands High School	840 East Citrus Ave., Redlands CA, 92374	1928 1970	393,384		64,529.62*
Smiley Elementary School	1210 West Cypress Ave., Redlands CA, 92373	1952, 1963 1980	68,896		9,502.79*
Victoria Elementary School	1505 Richardson St., San Bernardino CA, 92408	1949 1967	49,264		7,027.26*
Central Administration/ Enrollment Center	7 West Delaware St, Redlands, CA 92374	1970 1991	11,830		1,744.39*
District Office -North	20 West Lugonia Ave., Redlands, CA 92346	1970	30,213		5,793.59*
District Office - South	25 West Lugonia St., Redlands, CA 92346	1937 1992	13,979		2,699.90*
Supply Center	250 Church Street, Redlands, CA 92374	1973	37,192		3,744.82*
Transportation	956 East Citrus Ave., Redlands, CA 92374	1929	6,670		527.12*

*- Replacement Value ($1,000)

Table APP2 Number of Structures on Redlands Unified School District Campuses

Name	# of Buildings	
	Permanent	Portable
Arroyo Verde Elementary School	24	11
Beattie Middle School	8	3
Bryn Mawr Elementary School	26	11
Citrus Valley High School	N/A	N/A
Clement Middle School	35	25
Cope Middle School	42	24
Crafton Elementary School	21	12
Cram Elementary School	27	19
Franklin Elementary School	7	2
Highland Grove Elementary School	6	0
Judson & Brown Elementary School	9	0
Kimberly Elementary School	21	13
Kingsbury Elementary School	12	6
Lugonia Elementary School	19	7
Mariposa Elementary School	16	10
McKinley Elementary School	12	6
Mentone Elementary School	26	19
Mission Elementary School	11	6
Moore Middle School	25	15
Orangewood High School (Continuation)	19	8
Redlands East Valley High School	83	69
Redlands High School	83	48
Smiley Elementary School	11	1
Victoria Elementary School	22	12
Central Administration/ Enrollment Center	3	0
District Office -North	4	3
District Office - South	9	5
Supply Center	5	2
Transportation	3	1
TOTAL	**592**	**338**

Appendix 6 List of Significant Earthquakes in California Since 1700

Date	Magnitude	Name, Location, or Region Affected	Loss of Life and Property
1700, Jan. 26	9.0	Offshore, somewhere between Cape Mendocino and Canada	Limited data available, magnitude is an estimate. Shook northern California, Oregon, Washington, and southern British Columbia; caused tsunami damage to villages in Japan and western US
1857, Jan 9	7.9	Great Fort Tejon earthquake	1 dead; damage from Monterey to San Bernardino County
1906, Apr 18	7.8	Great 1906 San Francisco Earthquake and Fire	3,000 dead; $524 million in property damage (includes damage from fire)
1838, Jun	7.4	San Francisco to San Juan Bautista	Limited data available, magnitude is an estimate. Damage to San Francisco and Santa Clara
1872, Mar 26	7.4	Owens Valley	27 dead; 56 injured; $250,000 in property damage
1980, Nov 8	7.4	West of Eureka	6 injured; $2 million in property damage
1812, Dec 8	7.3	Wrightwood	Limited data available, magnitude is an estimate. 40 dead at San Juan Capistrano
1892, Feb 24	7.3	Laguna Salida, Baja California	Damage to San Diego and Imperial Valley
1922, Jan 31	7.3	Offshore, about 70 mi W of Eureka	
1952, Jul 21	7.3	Kern County earthquake	12 dead; $60 million in property damage
1954, Dec 16	7.3	Fairview Peak, near Fallon, NV	
1992, Jun 28	7.3	Landers	1 dead; 402 injured; $91.1 million in property damage
1923, Jan 22	7.2	Off Cape Mendocino	Destructive in Humboldt County; strongly felt in Reno
1932, Dec 21	7.2	Cedar Mountain, near Gabbs, NV	
1992, Apr 25	7.2	Petrolia	356 injured; $48.3 million in property damage
1812, Dec 21	7.1	Los Angeles, Ventura, Santa Barbara	Limited data available, magnitude is an estimate. 1 dead
1927, Nov 4	7.1	40 km west of Lompoc	Damage in Santa Barbara and San Luis Obispo counties
1954, Dec 16	7.1	Dixie Valley, near Fallon, NV	
1868, Oct 21	7.0	Hayward Fault	30 dead; $350,000 in property damage
1899, Apr 16	7.0	Offshore, about 80 miles west of Eureka	
1934, Dec 31	7.0	In Mexico, about 100 miles SE of El Centro	
1940, May 19	7.0	Imperial Valley	9 dead; $6 million in property damage
1991, Aug 17	7.0	Offshore, about 100 miles NW of Eureka	Preceded by two quakes (M 6.3 and 6.2) on Aug. 16 and 17
1994, Sep 1	7.0	Offshore, about 70 miles W of Cape Mendocino	
1873, Nov 23	6.9	Crescent City region	Damage in California-Oregon border area
1989, Oct 17	6.9	Loma Prieta	63 dead; 3,737 injured; $6 billion in property damage

1872, Mar 26	6.8	Owens Valley	Aftershock of previous entry
1872, Apr 11	6.8	Owens Valley	Aftershock of March 26, 1872 quake
1890, Feb 9	6.8	San Jacinto fault?	Little damage
1918, Apr 21	6.8	San Jacinto	1 dead; several injuries; $200,000 in property damage
1925, Jun 29	6.8	Santa Barbara	13 dead; $8 million in property damage
1954, Jul 6	6.8	Rainbow Mountain, near Fallon, NV	
1999, Oct 16	7.1	Bullion Mountains (Hector Mine)	Minimal injuries and damage due to sparse population in affected area
1954, Aug 24	6.8	Rainbow Mountain, near Fallon, NV	
1976, Nov 26	6.8	Offshore, about 100 mi WNW of Eureka	
1898, Apr 15	6.7	Fort Bragg - Mendocino	Limited data available, magnitude is an estimate. Damage from Fort Bragg to Mendocino; 3 houses collapsed; landslides reported
1899, Dec 25	6.7	San Jacinto and Hemet	6 dead; $50,000 in property damage
1994, Jan 17	6.7	Northridge	57 dead; more than 9,000 injured; about $40 billion in property damage
1892, Apr 19	6.6	Vacaville	1 dead; $225,000 in property damage
1915, Nov 21	6.6	In Mexico, about 60 miles S of El Centro	
1941, Feb 9	6.6	Offshore, about 65 miles W of Eureka	
1954, Dec 21	6.6	East of Arcata	1 dead; several injured; $2.1 million in property damage
1968, Apr 8	6.6	Borrego Mountain	
1971, Feb 9	6.6	San Fernando	65 dead; more than 2,000 injured; $505 million in losses
1987, Nov 24	6.6	Superstition Hills	part of above damage
1992, Apr 26	6.6	Petrolia	Aftershock of the Apr. 25 quake
1992, Apr 26	6.6	Petrolia	Another aftershock of Apr. 25 quake
1852, Nov 29	6.5	Near Fort Yuma, Arizona	Limited data available, magnitude is an estimate.
1860, Mar 15	6.5	Carson City	Limited data available, magnitude is an estimate.
1865, Oct 8	6.5	Santa Cruz Mountains	$0.5 million in property damage
1918, Jul 15	6.5	Offshore, about 40 W of Eureka	
1934, Jul 6	6.5	Offshore, about 100 mi WNW of Eureka	
1934, Dec 30	6.5	In Mexico, about 40 miles S of El Centro	
1947, Apr 10	6.5	East of Yermo	
1956, Feb 9	6.5	In Mexico, about 80 miles SW of El Centro	
1979, Oct 15	6.5	Imperial Valley	9 injured; $30 million in property damage
1992, June 28	6.5	Big Bear	Included with Landers losses, above
2003, Dec 22	6.5	San Simeon	

1836, Jun 10	6.4	Near San Juan Bautista	Limited data available, magnitude is estimate. Older reports reported quake as possibly larger and centered near Oakland
1898, Mar 31	6.4	Mare Island	$350,000 in property damage
1991, Jul 12	6.6	Offshore west of Crescent City	
1899, Jul 22	6.4	Wrightwood	Chimneys knocked down; landslides reported
1911, Jul 1	6.4	Morgan Hill area	
1933, Mar 11	6.4	Long Beach	115 dead; $40 million in property damage
1942, Oct 21	6.4	About 25 miles W of Westmoreland	
1983, May 2	6.4	Coalinga	
1986, Jul 21	6.4	Chalfant Valley	
1800, Nov 22	6.3	San Diego/San Juan Capistrano region	Limited data available, magnitude is an estimate. Damaged adobe walls of missions in San Diego and San Juan Capistrano
1922, Mar 10	6.3	Parkfield	
1995, Feb 19	6.3	Offshore, about 70 miles W of Cape Mendocino	
1980, May 25	6.2	Mammoth Lakes	
1984, Apr 24	6.2	Morgan Hill	$8 million in property damage
1908, Nov 4	6.0	SW of Death Valley	
1948, Dec 4	6.0	East of Yermo	
1980, May 25	6.0	Mammoth Lakes	
1987, Oct 1	6.0	Whittier Narrows	8 dead; $358 million in property damage to 10,500 homes and businesses

Attachment 3

Adoption Resolution

3

City Council **AGENDA ITEM NO. K3.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Resolution No. 8785 adopting Part 1, Part 2- Chapter 4, Part 3 and Part 4- Appendix D of the 2025 Regional Urban Water Management Plan (Municipal Utilities and Engineering Director Heredia)

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:

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

I move that the City Council adopt Resolution No. 8785

RECOMMENDATION:

Staff recommends City Council adopt Resolution No. 8785, and determine that this action is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

Every five (5) years, the City is required to develop an Urban Water Management Plan (UWMP) in accordance with the Urban Water Management Planning Act. The Act states that "every urban water supplier that provides water to 3,000 or more customers, or that provides more than 3,000 acre-feet of water annually, should make every effort to ensure an appropriate level of reliability in its water service area sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry years." The plan must be formally adopted by City Council and submitted to the California Department of Water Resources (DWR) no later than July 1, 2026. In 2025, regional agencies located within the Bunker Hill basin began developing a regional UWMP, rather than individual agency UWMPs. This approach benefits all agencies involved by consolidating UWMP development efforts, which reduces costs for each agency.

The City of Redlands and regional water suppliers developed individual chapters as required by DWR reporting requirements into a single comprehensive planning document known as the 2025 Regional Urban Water Management Plan (Plan). Resolution No. 8785 adopts Part 1, Part 2- Chapter 4, Part 3, and Part 4- Appendix D of the Plan. Part 1 and Part 3 include regional context and supporting information. Part 2 and Part 4 include individual agency UWMPs and supporting information. Adoption of these specific portions of the UWMP allows future amendments by individual agencies without the need for all agencies to adopt an entirely new Plan.

Adoption of Resolution No. 8785 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act as it has no possibility of having a significant effect on the environment.

ALTERNATIVES:

The City Council may choose to deny adoption of Resolution No. 8785; however, elements of the Plan included in adoption of the resolutions are mandated by the State.

SUBMITTED BY:
Monica Heredia, Municipal Utilities and Engineering Director

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

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

PREPARED BY:
Paul Mariscal, Water Utility Manager

FISCAL IMPACT

Fiscal Year: FY 2025/26

Revenue Generating: No

Amount: N/A

Budgeted Y/N: N/A

Account No.: N/A

Additional Appropriation Required: No

Discussion:

There is no direct fiscal impact.

Attachments

RUWMP_Resolution_No_8785.pdf
Part_1-_SBV_2025_Regional_UWMP_ES_Public_Draft.pdf
Part_1-_SBV_2025_RUWMP-_Part_1_Regional_Context-_Public_Draft.pdf
Part_2-_Redlands-_UWMP-_Public_Draft.pdf
Part_3_-_RUWMP-_Regional_Supporting_Information-_Public_Draft.pdf
Part_4-_Appendix_D-_Redlands-_Public_Draft.pdf

RESOLUTION NO. 8785

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING THE 2025 UPPER SANTA ANA RIVER WATERSHED REGIONAL URBAN WATER MANAGEMENT PLAN

WHEREAS, the City of Redlands and other water managers in the upper Santa Ana River watershed have long recognized the importance of regional collaboration and integration of single purpose efforts and regularly work across jurisdictional boundaries to implement regional multi-benefit projects and programs that address multiple water resource management issues, including local and imported water supplies, recycled water, storm water management, groundwater management, water use efficiency, habitat and open space management, and many others; and

WHEREAS, The California Urban Water Management Planning Act, Water Code Section 10610 et seq. ("UWMP Act"), mandates that every urban supplier of water providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually, prepare an Urban Water Management Plan ("UWMP"); and

WHEREAS, City of Redlands meets the definition of an urban water supplier for purposes of the UWMP Act; and

WHEREAS, the UWMP Act requires that said UWMP be updated and adopted at least once every five years on or before July 1, in years ending in six and one; and

WHEREAS, the UWMP Act allows for water suppliers to work together to develop a cooperative regional UWMP and in 2010, 2015, and 2020, the San Bernardino Valley Regional UWMP (RUWMP) was prepared collaboratively by multiple water suppliers to collectively meet the requirements of the UMWP Act; and

WHEREAS, the 2025 RUWMP document is organized into four parts: Part 1 – Regional Context, Part 2 – Individual Agency UWMPs, Part 3 – Regional Supporting Information and Part 4 – Individual Agency Supporting Information; and

WHEREAS, as a participant in the 2025 RUWMP, the City of Redlands has prepared those portions of the RUWMP applicable to the City of Redlands to meet the requirements of the UWMP Act and other applicable laws and regulations, which include Part 1, Part 2 Chapter 4: City of Redlands UWMP, Part 3, and Part 4 Appendix D: City of Redlands Supporting Information; and

WHEREAS, in accordance with applicable legal requirements, the City of Redlands has undertaken certain coordination, notice, public involvement, public comment, and other procedures in relation to the 2025 RUWMP; and

WHEREAS, in accordance with the UWMP Act, The City of Redlands has prepared the 2025 RUWMP with staff from its own agency, with the assistance of consulting professionals, and in cooperation with other governmental agencies, and has utilized and relied upon industry standards and the expertise of industry professionals in preparing its 2025 RUWMP, and has also utilized the DWR Guidebook for Urban Water Suppliers to Prepare 2025 Urban Water

Management Plans; and

WHEREAS, in accordance with applicable law, a Notice of a Public Hearing regarding the City of Redlands' adoption of Part 1, Part 2-Chapter 4, Part 3 and Part 4-Appendix D of the 2025 RUWMP was published within the jurisdiction of the City of Redlands on April 10, 2026, and April 17, 2026; and

WHEREAS, in accordance with applicable law, including but not limited to Water Code sections 10608.26 and 10642, a public hearing was held on June 2, 2026, at 6:00 P.M., or soon thereafter, in order to provide members of the public and other interested entities with the opportunity to be heard in connection with proposed adoption of the 2025 RUWMP and issues related thereto; and

WHEREAS, pursuant to said public hearing on the 2025 RUWMP, the City of Redlands, among other things, encouraged the active involvement of diverse social, cultural, and economic members of the community within the City of Redlands' service area with regard to the preparation of the Plan, and encouraged community input regarding the 2025 RUWMP; and

WHEREAS, the City Council has reviewed and considered the purposes and requirements of the UWMP Act, the contents of the 2025 RUWMP, and the documentation contained in the administrative record in support of the 2025 RUWMP, and has determined that the factual analyses and conclusions set forth in the 2025 RUWMP are legally sufficient; and

WHEREAS, the City Council desires to adopt Part 1, Part 2 Chapter 4, Part 3 and Part 4, Appendix D of the 2025 RUWMP in order to comply with the UWMP Act.

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

Section 1. The City Council hereby finds and determines that the adoption of this Resolution is exempt from review and under the California Environmental Quality Act Guidelines Section 15061(b)(3) because it can be seen with certainty that this Urban Water Management Plan will have no significant impact on the environment.

Section 2. Part 1, Part 2-Chapter 4, Part 3 and Part 4-Appendix D of the 2025 RUWMP is hereby adopted as amended by changes incorporated by the City Council as a result of input received (if any) at the public hearing and ordered filed with the Clerk of the City Council.

Section 3. The Municipal Utilities and Engineering Department Director ("MUED Director") is hereby authorized and directed to include a copy of this Resolution in the 2025 RUWMP.

Section 4. The MUED Director is hereby authorized and directed, in accordance with Water Code sections 10621(d) and 10644(a)(1)-(2), to electronically submit a copy of the City of Redlands' portions of the 2025 RUWMP to DWR no later than July 1, 2026.

Section 5. The MUED Director is hereby authorized and directed, in accordance with

Water Code section 10644(a), to submit a copy of the 2025 RUWMP to the California State Library, and any city or county within which the City of Redlands provides water supplies no later than thirty (30) days after this adoption date.

Section 6. The MUED Director is hereby authorized and directed, in accordance with Water Code section 10645, to make the 2025 RUWMP available for public review at the City of Redlands' offices during normal business hours and on the City of Redlands' website no later than thirty (30) days after filing a copy of the 2025 RUWMP with DWR.

Section 7. The MUED Director is hereby authorized and directed, in accordance with Water Code Section 10635(b), to provide that portion of the 2025 RUWMP prepared pursuant to Water Code Section 10635(a) to any city or county within which The City of Redlands provides water supplies no later than thirty (30) days after submitting a copy to DWR;

Section 8. The MUED Director is hereby authorized and directed to implement the 2025 RUWMP in accordance with the UWMP Act and to provide recommendations to the City Council regarding the necessary budgets, procedures, rules, regulations, or further actions to carry out the effective and equitable implementation of the 2025 RUWMP in collaboration with the regional partners.

ADOPTED, SIGNED AND APPROVED this 2nd of June, 2026.

_____
Mario Saucedo, 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 2nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

2025 San Bernardino Valley Regional Urban Water Management Plan



Executive Summary

2025 San Bernardino Valley Regional Urban Water Management Plan

Due to the dedicated and collaborative efforts of the regional water managers, water resources in the San Bernardino Valley continue to support thriving communities and are vital to protect and enhance natural resources. Water supply reliability over the next 25 years continues to remain strong and will be able to withstand uncertainties, including extended drought conditions.

The 2025 Regional Urban Water Management Plan (RUWMP or Plan) was prepared as a collaborative effort by nine Participating Agencies: San Bernardino Valley Municipal Water District, City of Colton, City of Loma Linda, City of Redlands, City of Rialto, City of San Bernardino Municipal Water Department, Riverside Highland Water Company, South Mesa Water Company, and West Valley Water District.

SAN BERNARDINO VALLEY
A REGIONAL WATER AGENCY
SINCE 1954

COLTON INCORPORATED 1887

CITY OF LOMA LINDA CALIFORNIA INCORPORATED 1970

CITY OF REDLANDS INCORPORATED 1888

CITY OF RIALTO, CALIFORNIA INCORPORATED NOV. 17, 1911

RIVERSIDE HIGHLAND WATER COMPANY Est. 1898 THINK · PLAN · PERFORM · CONSERVATION

CITY OF SAN BERNARDINO WATER DEPT.

SOUTH MESA WATER COMPANY CALIMESA, CALIF.

West Valley Water District

Purpose of the Plan

The California Water Code requires urban water suppliers within the state to prepare and adopt Urban Water Management Plans (UWMPs) for submission to the California Department of Water Resources (DWR) every 5 years. A UWMP describes water supply planning for a 25-year planning period in five-year increments and identifies water supplies needed to meet existing and future demands. The demand analysis identifies supply reliability under three hydrologic or rainfall conditions: an average (or normal) year, a single-dry year, and multiple-dry years.

A UWMP is intended to function as a planning tool to guide broad-perspective decision making by water supply managers. It is a long-term, general planning document, rather than an exact blueprint for supply and demand management. Water management in California is not a matter of certainty, and planning projections may change in response to a number of factors. The long term perspective provided by a UWMP supports decisions by water managers to invest in feasible and cost-effective options and opportunities to maintain water supply reliability into the future.

This UWMP addresses several planning objectives, including:

1. Identification of the potential sources of water supply and the reasonable amount of supply available from each source.
2. Estimation of probable water demand based on a reasonable set of assumptions regarding growth and the implementation of good water management practices.
3. Evaluation of how current and future water supply and demand compare, based on the supplies anticipated to be pursued.

Regional Collaboration

Beginning with the 2010 UWMP cycle, San Bernardino Valley Municipal Water District (San Bernardino Valley), the region's wholesale water supplier, and several retail water agencies in the region have collaborated to prepare a San Bernardino Valley Regional UWMP (RUWMP) that addresses the entire San Bernardino Valley service area (Region).

The purpose of jointly preparing the RUWMP is to facilitate a consistent evaluation of water sources common to the various agencies, to take advantage of group knowledge and experience, and to reduce collective preparation costs. The unique document structure of the RUWMP preserves each agency's ability to independently convey unique water management considerations for their service area while leveraging the regional information and activities that are applicable to all.

In addition to the Participating Agencies, this RUWMP incorporates data from other agencies within the San Bernardino Valley that rely wholly or partially on the shared water resources analyzed in this Plan. While these agencies are not signatories to this RUWMP, their water demands and associated supply needs are included to accurately evaluate regional water supply reliability through 2050.

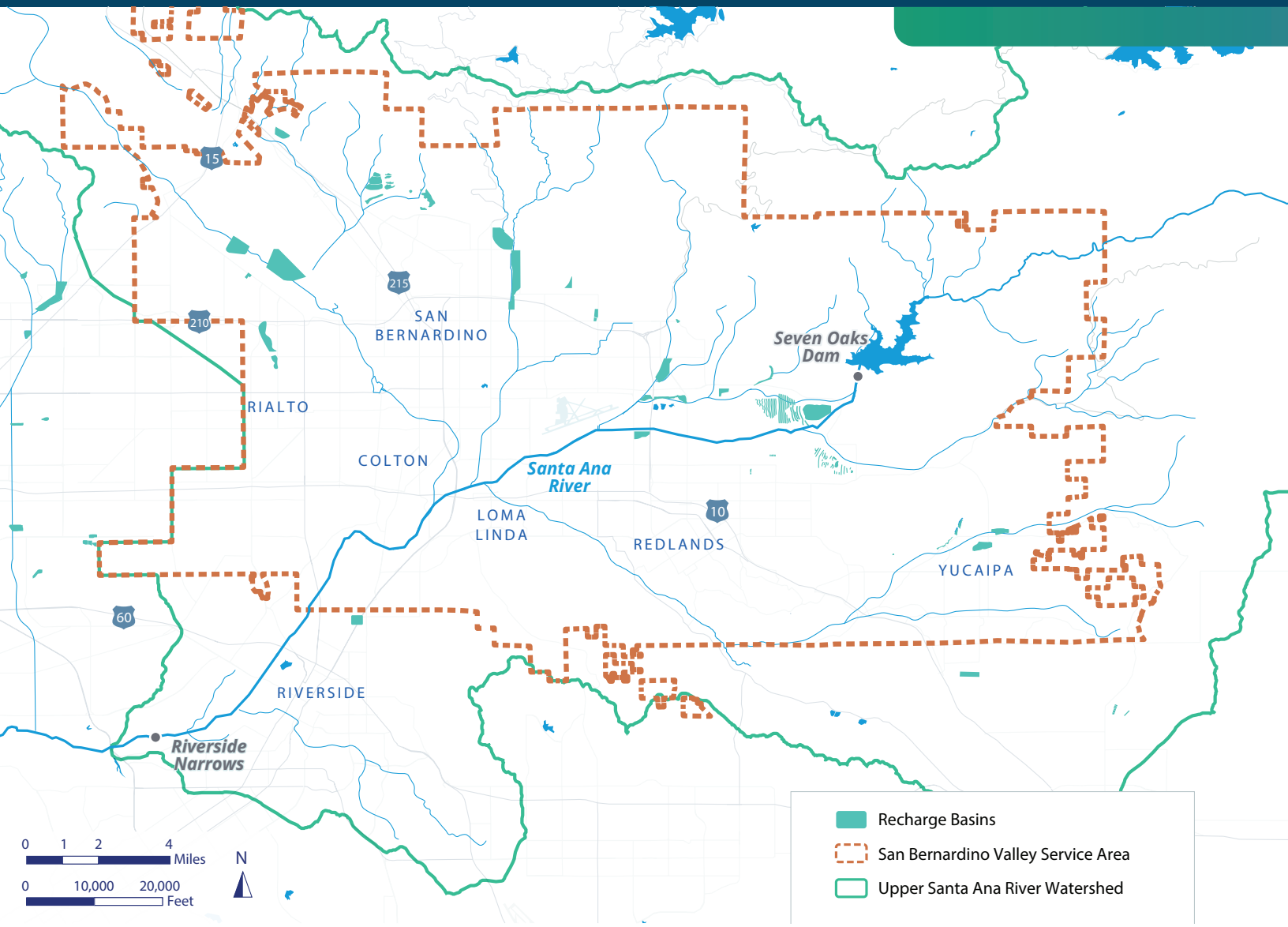


Key Takeaways

- **Coordinated regional planning:** Since 2010, San Bernardino Valley and regional retailers have jointly prepared a Regional UWMP to consistently evaluate shared water resources and reduce planning costs.
- **Local flexibility with regional consistency:** The RUWMP structure supports agency-specific planning while relying on common regional analyses and data.
- **Complete view of shared water demands:** The Plan includes demands from both participating and non-signatory agencies to accurately assess regional water supply reliability through 2050.

Service Area

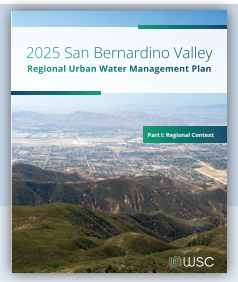
San Bernardino Valley and eight retail water agencies collaborated to produce this 2025 RUWMP spanning the San Bernardino Valley service area. The Region encompasses more than 350 square miles and includes a vast metropolitan area that is home to approximately 725,000 residents and a robust and diverse economy.



Organization of the Plan

The organization of the 2025 RUWMP is depicted below.

Each Participating Agency adopted the Regional Context and Supporting Information, Parts 1 and 3, and their respective chapters and appendices of Parts 2 and 4.

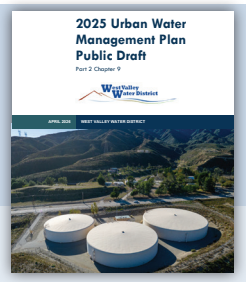


Regional Context

Part 1 contains the information needed to meet a portion of the UWMP Act requirements for the local agencies who are using this Plan to meet their 2025 UWMP Requirements.

CONTENTS

1. Introduction
2. Region Description
3. Regional Water Sources and Management
4. Regional Water Use
5. Comparison of Regional Supplies and Demands

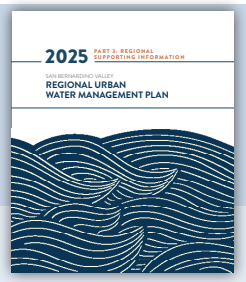


Local Agency UWMPs

Part 2 provides supplemental information for the nine local agencies who are using this Plan to meet their 2025 UWMP requirements.

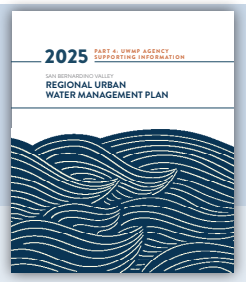
CONTENTS

1. San Bernardino Valley Municipal Water District
2. City of Colton
3. City of Loma Linda
4. City of Redlands
5. City of Rialto
6. Riverside Highland Water Company
7. San Bernardino Municipal Water Department
8. South Mesa Water Company
9. West Valley Water District



Regional Supporting Information

Part 3 includes all of the supporting documentation referenced in Part 1 that is applicable to the region as well as the regulatory compliance guide that DWR will use to verify that Part 1 meets requirements.



UWMP Agency Supporting Information

Part 4 includes a set of supporting documentation for each Participating Agency corresponding to their respective chapters in Part 2. Documents will include the regulatory compliance guide that DWR will use to verify the agency has met the UWMP Act requirements, the agency's Water Shortage Contingency Plan and other documents specific to each agency.

Outreach and Engagement

Management of water resources in the Region takes place within a complex legal and institutional framework. Development of this RUWMP involved the cooperation of many parties engaged in regional water management as well as the public.

In accordance with the UWMP Act, the Participating Agencies issued a Notice of Plan Preparation to cities and counties, as well as other entities in the region, engaged in water management on March 3, 2026, more than 60 days prior to the public hearings. This notice informed stakeholders that the 2025 RUWMP was being prepared and invited input.

The Participating Agencies encouraged public participation in the preparation of this Plan to incorporate public feedback on water management and reliability in the Region. Public comments on the draft RUWMP were invited via email announcements, website postings and newspaper notices, and during the public hearing prior to each Participating Agency adopting the RUWMP.

In addition, two workshops with the Participating Agencies were conducted to align the approach for RUWMP preparation and to review the results of the regional water supply and demand analysis. Direct engagement with non-participating agencies who rely wholly or partially on the shared water resources was conducted to share information and promote consistency with individual retail agency UWMPs that are not part of this RUWMP.

Key Takeaways

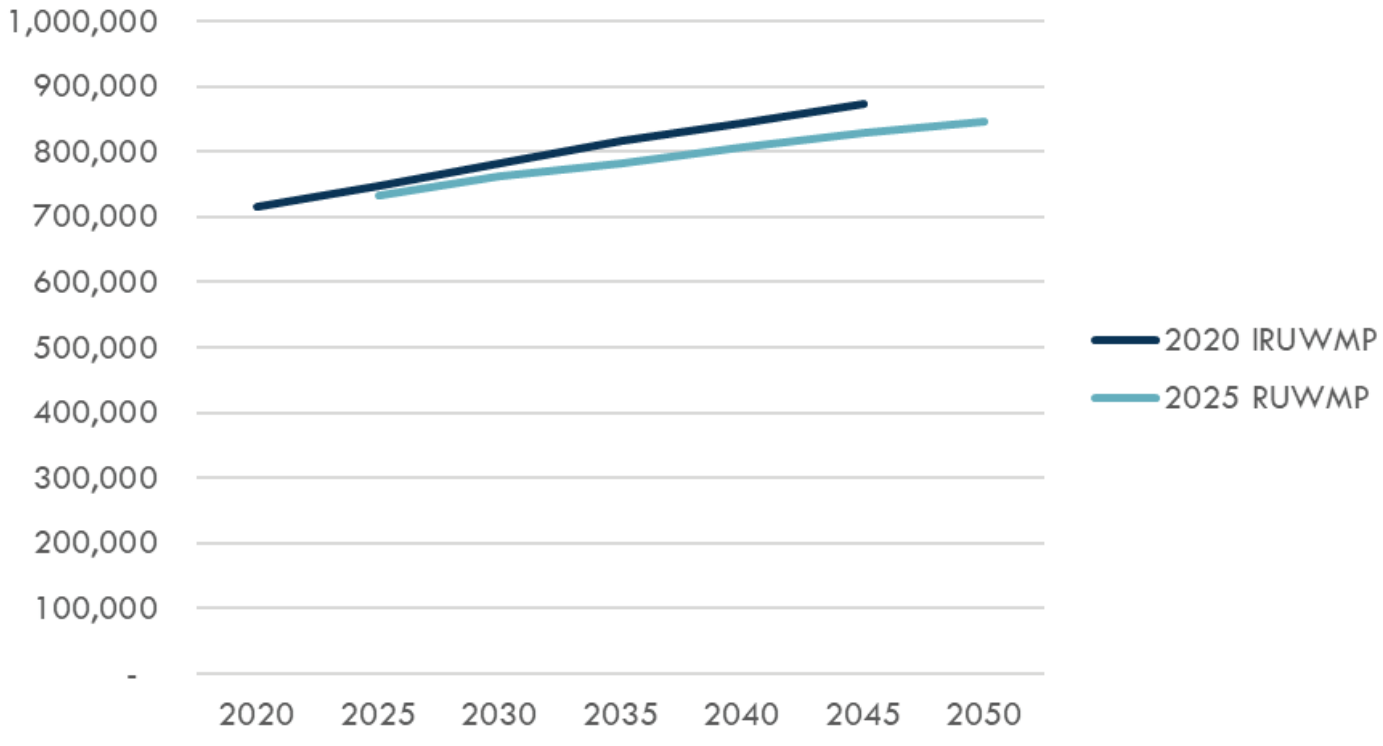
- **Developed with regional partners and public input.**
- **Notice of Plan Preparation sent more than 60 days before hearings.**
- **Comments gathered via email, web, newspaper, and public hearings.**
- **Two workshops aligned approach and reviewed supply/demand results.**

Regional Growth

The Region has experienced rapid growth in the past, adding approximately 8,000 people each year from 1990 to 2010. Growth slowed from 2010 to 2020 and is projected to continue at a more moderate rate than previously projected, according to the recent growth forecast developed by Southern California Association of Governments (SCAG) for the 2024 Connect SoCal Regional Transportation Plan (2024 RTP).

SCAG's 2024 population growth projections have declined from the last Connect SoCal RTP in 2020 due to ongoing economic impacts of COVID-19, pandemic-related death increases, increasingly negative net domestic migration, decline in births, and near-zero level of foreign immigration. SCAG's 2024 update uses a 2019 base year and incorporates a broader data range from 2016 to 2022, capturing key post-COVID shifts in population, employment, and household trends.

Figure ES-1: Population Projection for the San Bernardino Valley Service Area





While the 2024 SCAG RTP projects slower growth, the population within the San Bernardino Valley service area is expected to grow by about 140,000 by 2050 from a 2020 Census value of 709,858. By 2050, the San Bernardino Valley service area is expected to have a population of approximately 847,000 people.

Key Takeaways

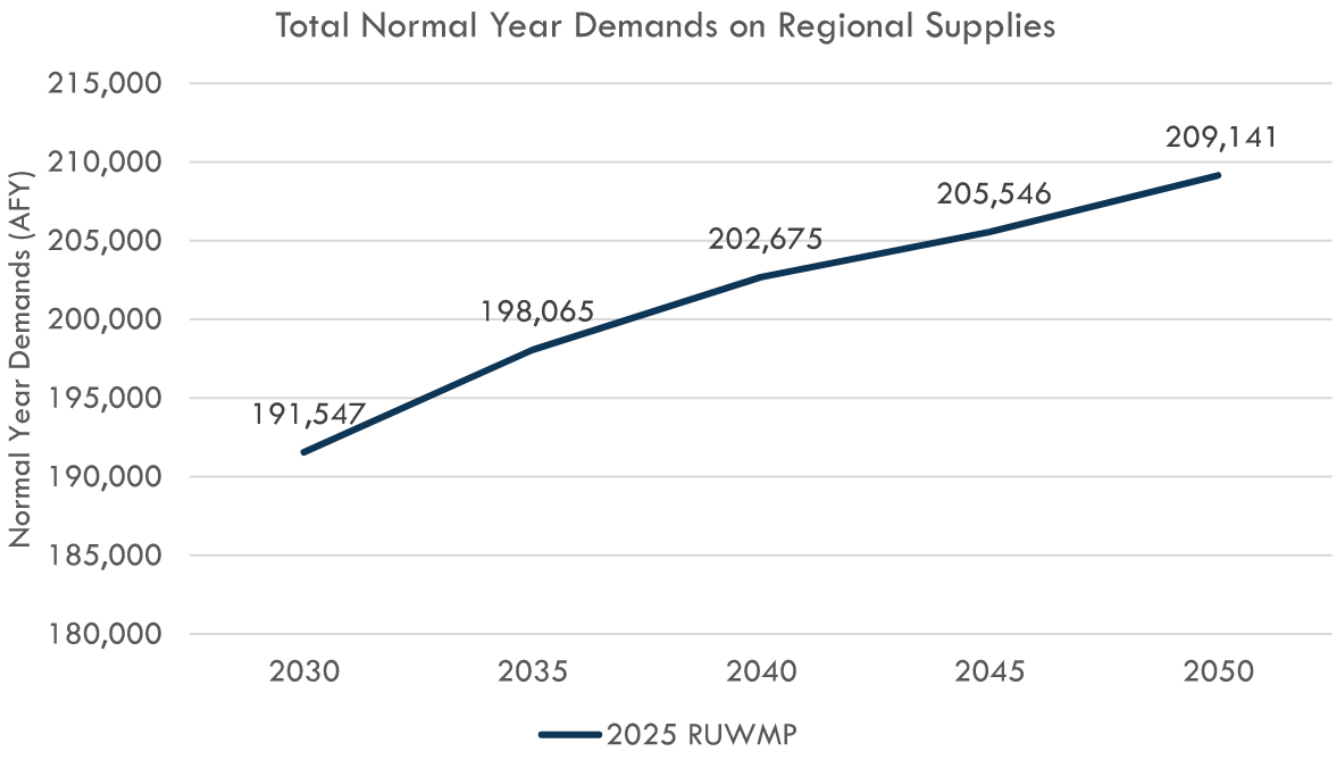
- **The Region grew rapidly from 1990 to 2010, then slowed from 2010 to 2020. Future growth is projected to remain moderate.**
- **SCAG's 2024 projections are lower than the 2020 RTP, reflecting post-COVID shifts**
- **Despite slower growth, the service area population is still projected to rise by approximatley 140,000 by 2050.**

Regional Demand

As a result of slower projected population growth, and continued gains in water use efficiency, the total demand projections in this RUWMP are also slightly lower than the projections from 2020, totaling approximately 209,000 acre-feet per year (AFY) by 2050, including demands for potable water, recycled water and non-potable groundwater.

These totals include demands from all entities within the San Bernardino Valley that rely wholly or partially on the shared water resources analyzed in this RUWMP. For agencies who rely only partially on supplies evaluated in the Plan, the demand projection only includes their use of Regional supplies analyzed in this Plan to ensure a consistent comparison of supplies and demands.

Figure ES-2: Regional Demand Projections for Regional Supplies in the RUWMP



Regional Climate

Climate in the Region is characterized by relatively hot, dry summers and cool winters with intermittent precipitation. The historical record indicates that periods of below-average precipitation can last more than 30 years, such as the dry period that extended from 1939 to 1969. The Region has been experiencing an ongoing drought since 1999, indicated by a long term downward trend in the Precipitation Index, except for a few wet years.

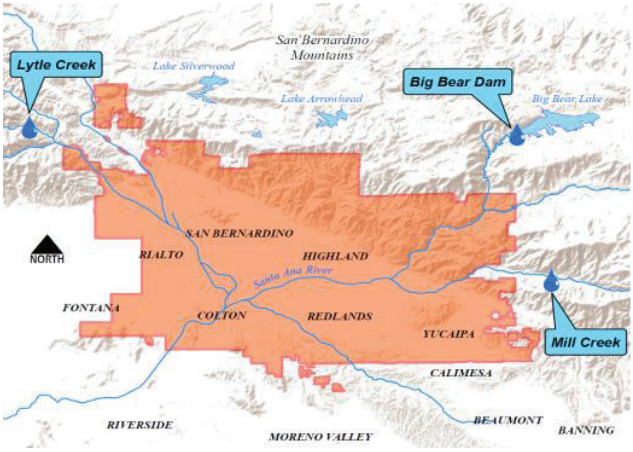
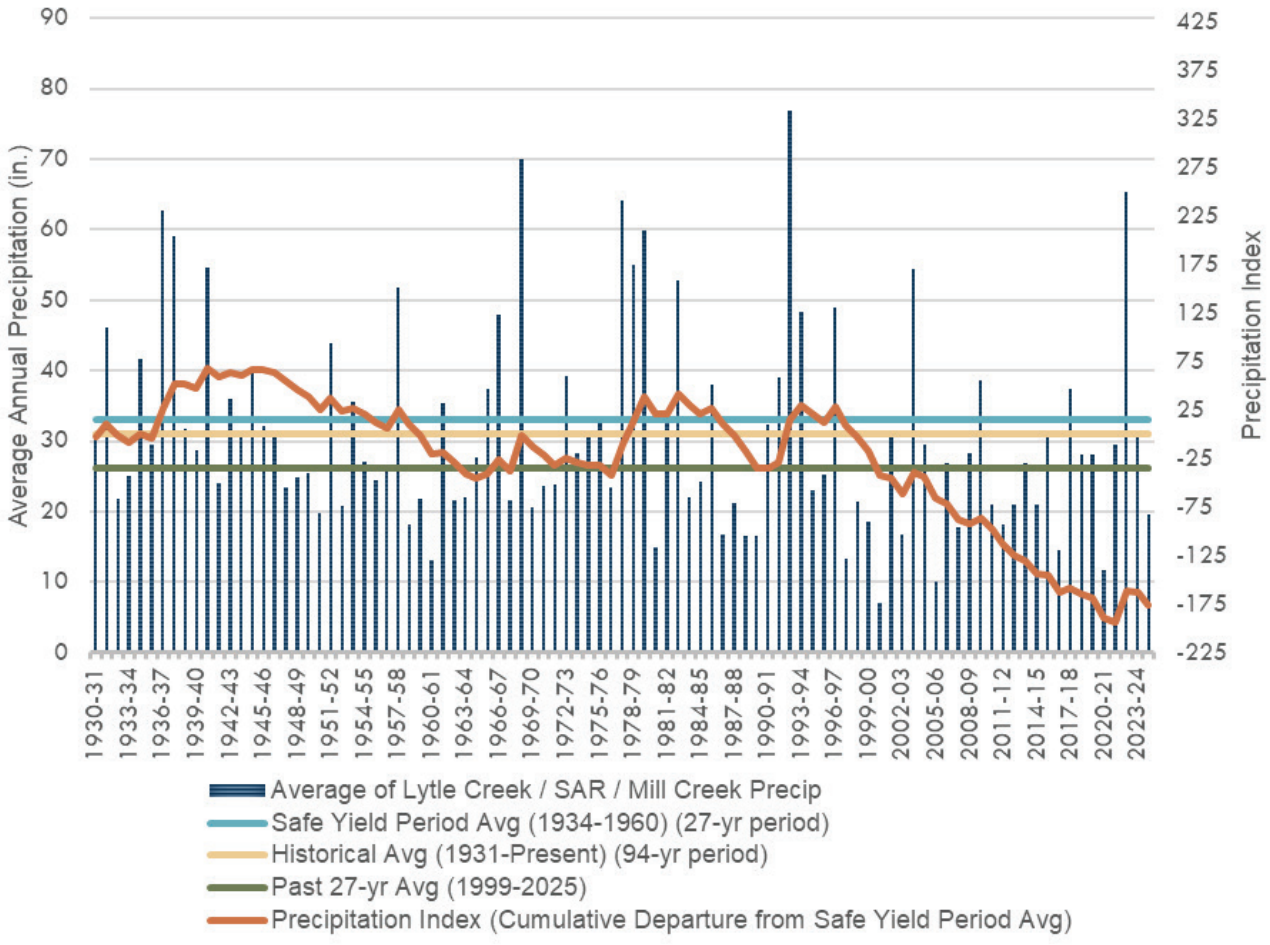


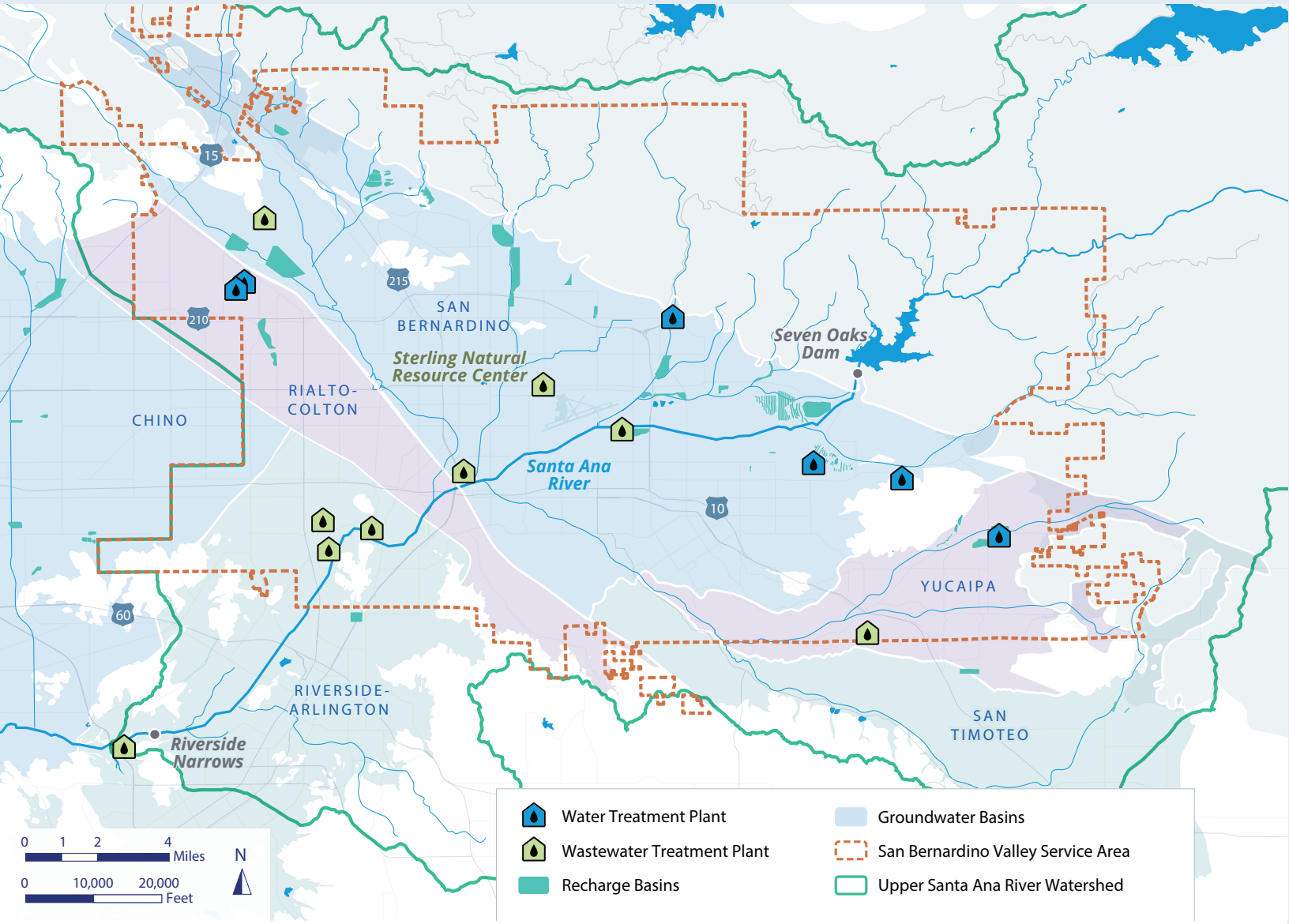
Figure ES-3: San Bernardino Basin Precipitation Index



Regional Water Sources

The Region's diverse water supplies support the regional economy, environment and quality of life.

Securing a reliable water supply is the primary mission of San Bernardino Valley and the Participating Agencies. The Region relies on a diversified portfolio of water supplies to meet the needs of its residential, commercial, and institutional customers. The Region's water supply portfolio consists of imported water, local groundwater, local surface water and recycled water.



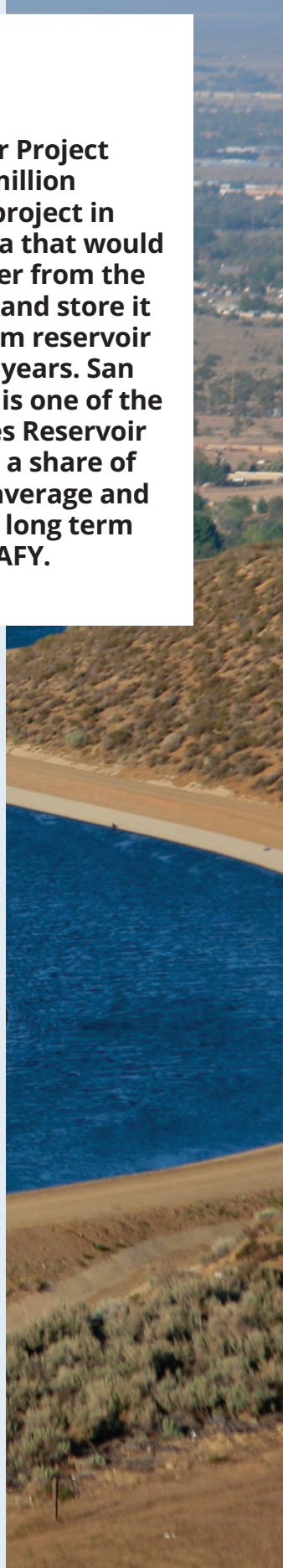
Imported Water

San Bernardino Valley's imported water comes from the State Water Project (SWP). San Bernardino Valley is the fifth largest State Water Contractor, with a maximum annual entitlement of 102,600 acre foot (AF). However, the amount of SWP water delivered in a given year depends on a number of factors, including the demand for the supply, amount of rainfall, snowpack, runoff, water in storage, pumping capacity from the Delta, and legal/regulatory constraints on SWP operation. Regulatory and environmental constraints have changed over time, becoming more restrictive and impacting SWP availability. According to modeling projections provided in the DWR 2025 SWP Delivery Capability Report (DCR), future long-term average SWP deliveries are expected to be 54% of total allocations under current conditions and 46% under 2043 conditions, when accounting for the impacts of climate change. During very dry years, allocations have been as low as 5%, which occurred in 2014, 2021 and 2022. During a 5-year drought, allocations are expected to average 15% over that period. However, during wet years, a much larger portion of the allocation is available; this Plan is based on 83% for a wet year, but in 2023, SWP allocations reached the full 100%.

Due to the broad range of SWP supply availability in different year types, storage is a fundamental component of regional water management that enables the Region to maximize beneficial use of SWP supplies when they are available and store them for use in future droughts. Local groundwater basins have over 10 million AF of total storage capacity to support optimization of SWP supplies.

Sites Reservoir

The Sites Reservoir Project is a proposed 1.5 million AF water storage project in northern California that would capture extra water from the Sacramento River and store it in a large off stream reservoir for use during dry years. San Bernardino Valley is one of the proponents of Sites Reservoir and would receive a share of the water during average and drier years, with a long term average of 11,200 AFY.



Local Surface Water

Local surface water is diverted from the Santa Ana River and two of its tributaries — Mill Creek and Lytle Creek — and either treated for potable use, delivered as non-potable irrigation water, or routed into spreading basins for groundwater recharge.

Surface water flows can be highly variable from year to year. When surface water flows are low, retail agencies shift their supply strategy to use groundwater and/or SWP water instead of local surface water. During wet periods when local surface water flows are high, retail agencies typically prioritize this supply, and excess flows are captured for recharge to maximize local storage for use in future dry years.

Enhanced Recharge

In 2025, San Bernardino Valley, in partnership with Western Municipal Water District, Riverside Public Utilities, and San Bernardino Valley Water Conservation District, proudly marked the completion of the Santa Ana River Enhanced Recharge Phase 1B Project, which will allow up to 80,000 AF of local stormwater per year during wet years to be captured and stored in the local aquifer, creating a critical supply of groundwater for future drought years.



Groundwater

Local groundwater provides about 80% of the supply for Participating Agencies in an average year. All of the Region's groundwater is produced from four distinct groundwater basins: San Bernardino, Rialto-Colton, Riverside-Arlington, and Yucaipa. Together, these four basins provide over 140,000 AFY of annual supply and a total of 10 million AF of local storage capacity. The Region's primary drought resilience strategy is to recharge water into these basins when it is available to provide stored water for use in dry years.

Key Takeaways

- The Region has a diverse portfolio of imported water, groundwater, local surface water, and recycled water.
- Groundwater provides approximately 80% of the Region's supply in an average year and 10 million AF of local groundwater storage capacity provides a critical resource for drought resilience.
- Local surface water and imported water supplies are highly variable but can be captured and recharged, along with recycled water, to increase local groundwater storage for use during dry years.

Recycled Water

The development and use of recycled water is another important water supply strategy for the Region. Recycled water supply is highly reliable because wastewater flows to treatment plants remain relatively constant during dry hydrologic conditions. For this reason, recycled water is often considered a drought-proof supply. Some of the retail agencies in the Region provide recycled water to their customers for non-potable uses, such as irrigation and industrial cooling water. The Region also recently began recharging recycled water into the San Bernardino Basin to increase groundwater storage. The agencies in the Region plan to expand recycled water use in the future, both for non-potable uses and groundwater recharge, to increase long- term regional water supply reliability and drought resilience.

Regional Recycled Water System

In 2024, the first phase of the Regional Recycled Water System was completed when highly treated water from East Valley Water District's Sterling Natural Resource Center began recharging the San Bernardino Basin at the newly constructed Weaver Basins to store local water for future use.



Water Supply Reliability

Every urban water supplier is required to assess the reliability of its water service under normal year, single-dry year, and multiple-dry year hydrologic conditions. Multiple factors can impact supply reliability, including legal, environmental, water quality, and climatic factors. These factors can result in immediate, near-term, or long-term impacts to reliability and must be considered in future planning.

The Region's ongoing efforts to maximize capture of supplies in wet years for later use in dry years is the most important step toward improving the long term reliability of supplies. In addition to the core supplies included in the supply reliability analysis, the Region continues to invest in additional supply and storage projects to improve long term resilience and supply reliability, including ongoing and expanded recharge of recycled water, imported water, and local stormwater. By 2050, these collective investments in recharge are projected to contribute over 60,000 AF of additional groundwater storage each year, on average.

Key Takeaways

- **Reliability is assessed for normal, single-dry, and multiple-dry (5-dry) years.**
- **The Region improves reliability by storing water in wet years through groundwater recharge.**
- **The Region projects sufficient supplies under normal, single-dry, and 5-dry conditions, with no anticipated shortages over the next 25 years.**



Imported Water Reliability

Of the supplies in the San Bernardino Valley service area, imported water has the highest sensitivity to hydrologic conditions and is subject to reduced availability due to drought, environmental factors, and climate change. These projected supply impacts are included in this analysis and have the potential to limit the amount of water available for groundwater recharge over time, with the impacts being essentially the same in single dry and 5-dry year periods. However, the implementation of the planned Sites Reservoir, which is incorporated into this analysis beginning in 2040, would significantly increase dry year imported water supplies to offset the impacts of SWP reductions.

Local Water Reliability

Groundwater in the local basins can be considered drought resistant, as long as sufficient water is stored during wet periods for use during dry periods, which is the Region's core water management strategy. Although local surface water is reduced during drought, it is included in the safe yield of the San Bernardino Basin, so it is not evaluated separately in this analysis. Recycled water is similarly drought resistant, and available recycled water supplies exceed planned uses. Therefore, groundwater and recycled water are assumed to have the same yield in normal year, single-dry year, and multiple-dry year drought scenarios.

Long Term Supply Reliability

As shown in Figure ES-4 (Normal Year Supply and Demand Balance) and Figure ES-5 (Single Dry and 5-Dry Year Supply and Demand Balance) on the next page, the Region projects to have sufficient supplies to meet demands under normal year supply and demand conditions as well as single-dry year and 5-dry year conditions, with a surplus in all years types.

Due to long standing and ongoing collaborative efforts of the regional water managers, water resources in the San Bernardino Valley continue to be reliable, with no anticipated shortages in the next 25 years, including during extended drought conditions.

Figure ES-4: Normal Year Supply and Demand Balance (AFY)

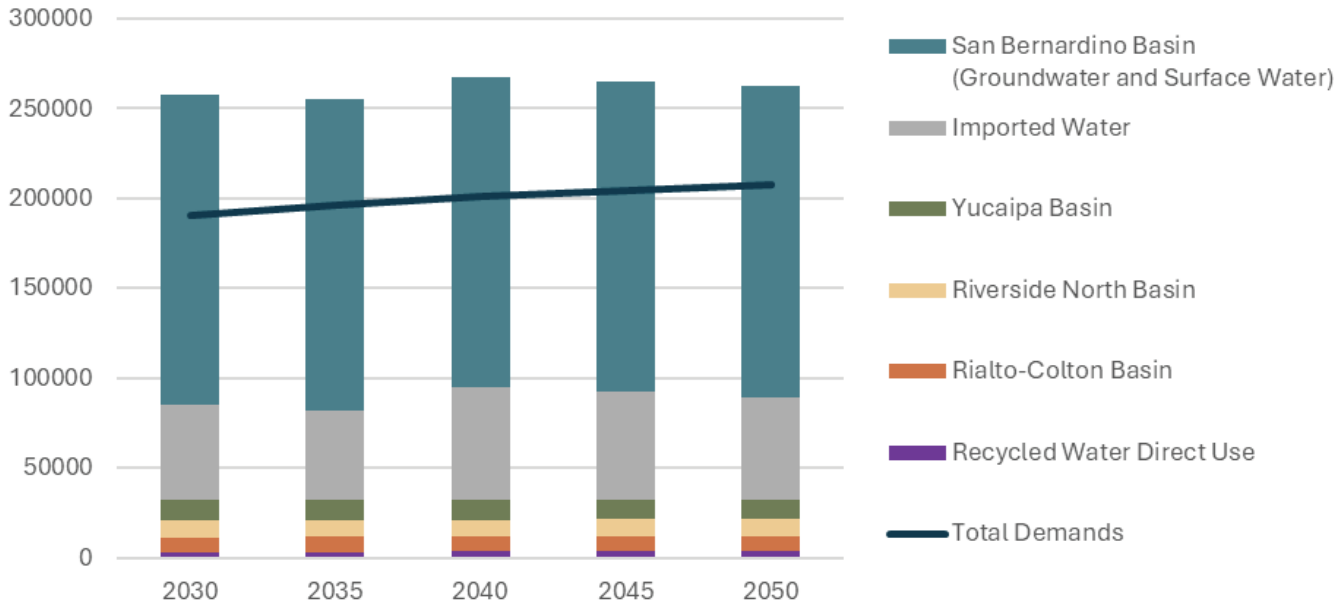
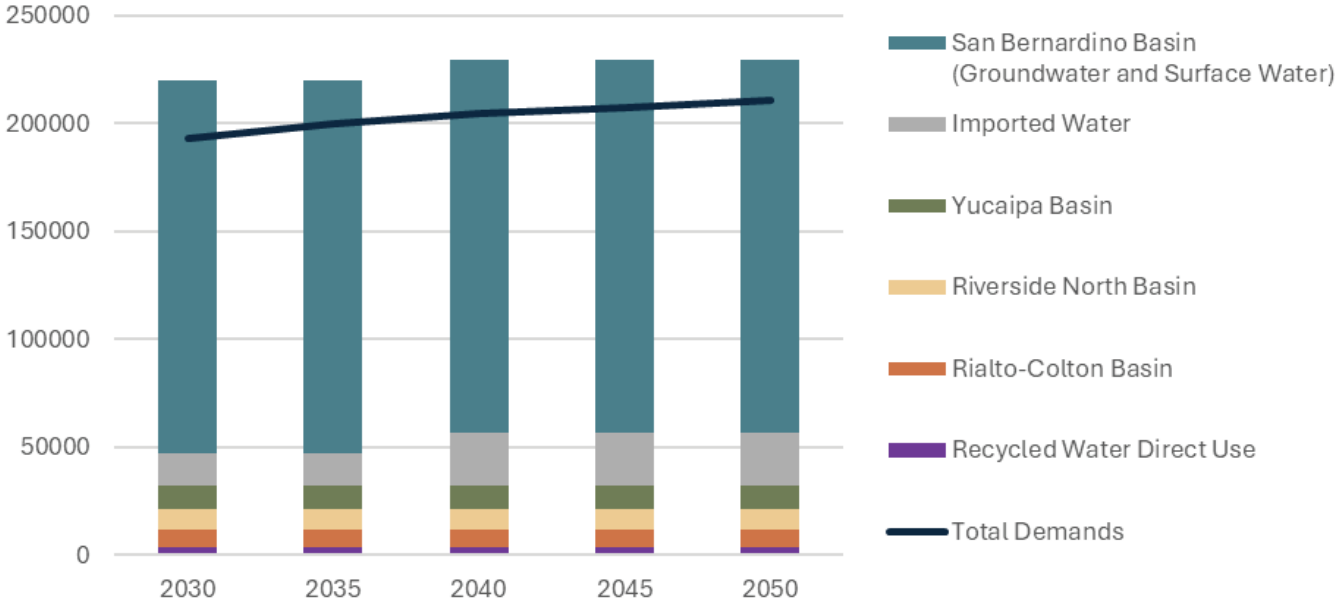


Figure ES-5: Single Dry and 5-Dry Year Supply and Demand Balance (AFY)



Water Efficiency and Conservation

The Region has invested in expanding and optimizing local water resources to improve enhance long term water supply reliability for its residents. At the same time, the Region continues to advance water use efficiency and conservation programs that have meaningfully reduced per-capita demand and strengthened long-term supply reliability. These conservation efforts are a core component of the Region's resource management strategy and help maximize the value of available supplies.

Since 2005, there have been several regulatory changes related to conservation, including new standards for plumbing fixtures, a new landscape ordinance, a state universal retrofit ordinance, metering and billing requirements, new green building standards, demand reduction goals and permanent State-mandated restrictions that were implemented in response to the most recent statewide drought.

Each of the eight participating retail agencies maintain conservation programs to reduce water waste and manage customer demand and San Bernardino Valley provides support at a regional level. These proactive conservation programs, in conjunction with passive conservation due to changes in codes and ordinances, have resulted in significant reductions in retail water use within the Region.



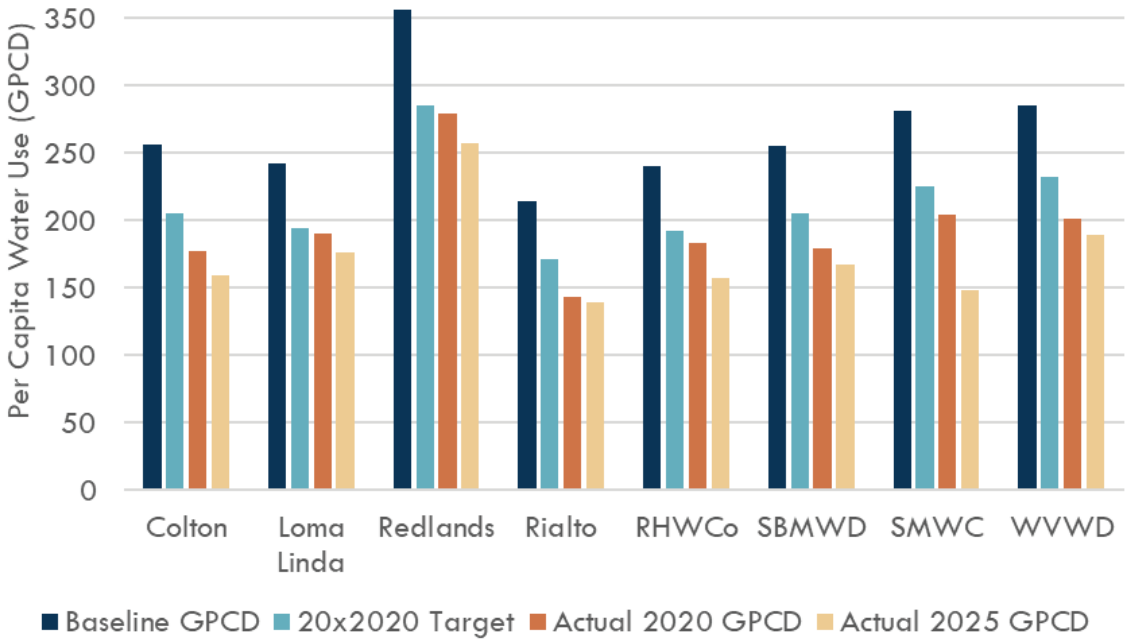
Key Takeaways

- **The Region's conservation programs have reduced per-capita demand and strengthened long-term supply reliability**
- **Under SB X7-7, agencies exceeded the required 20% per-capita reduction by 2020, and the Region continues to align with "Making Conservation a California Way of Life" requirements.**

The Water Conservation Act of 2009 (SB X7-7) required a 20% reduction in urban per capita water use in California by December 31, 2020 (20 by 2020). The bill required each urban retail water supplier to determine their baseline per capita water use (gallons per capita per day or gpcd), develop an urban water use target for year 2020 and set a 2015 interim urban water use target. Each of the agencies participating in this Plan met their 2020 targets, and some have continued to reduce their per capita water demand beyond the 2020 target. These reductions in per capita water use essentially expand the water supply for the Region by reducing use of regional supplies to meet existing demands.

Going forward, retail suppliers continue to improve water use efficiency and align with the State's urban water use management strategy (Making Conservation a California Way of Life), the result of two 2018 policy bills enacted by the California Legislature (SB 606 and AB 1668).

Figure ES-6: SB X7-7 Compliance and Water Use Efficiency Improvements





Water Shortage Contingency Plan

The Water Shortage Contingency Plan (WSCP) is a strategic plan that the participating agencies use to prepare for and respond to foreseeable and unforeseeable water shortages.

Although the Plan demonstrates the Region's strong long term supply reliability, agencies must still plan for potential short term shortages. A shortage may occur due to several reasons, such as water supply quality changes, climate change, drought, regional power outage, and catastrophic events (e.g., earthquake). Additionally, the State may declare a statewide drought emergency and mandate that water suppliers reduce demands, as occurred in 2014 and 2022. Each agency's WSCP serves as an operating manual that it will use to prevent catastrophic service disruptions through proactive, rather than reactive, mitigation of water shortages. Each WSCP provides a process for an annual water supply and demand assessment and structured steps designed to respond to actual conditions. Although the water agencies in the Region do not foresee implementing water shortage levels under normal conditions, this level of detailed planning and preparation provide accountability and predictability and help the Region's water agencies maintain reliable supplies and reduce the impacts of any supply shortages and/or interruptions.

SAN BERNARDINO VALLEY

A REGIONAL WATER AGENCY
SINCE 1954

COLTON
INCORPORATED • 1887

CITY OF LOMA LINDA CALIFORNIA
SERVING MAN
INCORPORATED 1970

CITY OF REDLANDS
INCORPORATED 1888

CITY OF RIALTO, CALIFORNIA
"Bridge to Progress"
INCORPORATED NOV. 17, 1911

RIVERSIDE HIGHLAND WATER COMPANY
Est. 1898
THINK • PLAN • PERFORM
CONSERVATION

CITY OF SAN BERNARDINO
WATER DEPT.

SOUTH MESA WATER COMPANY
CALIMESA, CALIF.

West Valley Water District



WSC

2025 San Bernardino Valley
Regional Urban Water Management Plan



Part I: Regional Context

WSC

SAN BERNARDINO VALLEY

2025 RUWMP

Part 1: Regional Context

APRIL 2026

Prepared by Water Systems Consulting, Inc

WSC

With support from Blua Consulting

Blua Consulting LLC

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ACRONYMS & ABBREVIATIONS

ADU	Accessory Dwelling Unit
AF	Acre-Foot
AFY	Acre-Feet per Year
AMI	Advanced Metering Infrastructure
AMR	Automatic Meter Reader
AWWA	American Water Works Association
BTAC	Basin Technical Advisory Committee
BVMWC	Bear Valley Mutual Water Company
CII	Commercial, Industrial, and Institutional
CWC	California Water Code
CWOL	Making Conservation a California Way of Life
DCR	DWR SWP Delivery Capacity Report
DMM	Demand Management Measure
DRA	Drought Risk Assessment
DWR	California Department of Water Resources
EPA	United States Environmental Protection Agency
FUWC	Fontana Union Water Company
GC	General Council
GHG	Greenhouse Gas
GIS	Geographic Information System
GPCD	Gallons per Capita per Day
GPM	Gallons per Minute
GPMD	Gallons per Mile of Pipe per Day
GPSCD	Gallons per Service Connection per Day
IRUWMP	Integrated Regional Urban Water Management Plan
LOC	Level of Concern
LRIP	Local Resources Investment Program
MG	Million Gallons
MGD	Million Gallons per Day
MSL	Mean Sea Level
RHNA	Regional Housing Needs Assessment
RHWC	Riverside Highland Water Company
RIX	Rapid Infiltration and Extraction
RTP	Regional Transportation Plan
RUWMP	Regional Urban Water Management Plan
SAR	Santa Ana River
SARCCUP	Santa Ana River Conservation and Conjunctive Use Program
SBB	San Bernardino Basin/Bunker Hill Subbasin
SBMWD	City of San Bernardino Municipal Water Department
SBVMWD	San Bernardino Valley Municipal Water District
SBX7-7	Senate Bill 7 of Special Extended Session 7
SCAG	Southern California Association of Governments
SGPWA	San Gorgonio Pass Water Agency
SGVWC	San Gabriel Valley Water Company
SWP	California State Water Project
SWRCB	State Water Resources Control Board
SWTP	Surface Water Treatment Plant

TTS	Tertiary Treatment System
UV	Ultraviolet
UWMP	Urban Water Management Plan
UWMP Act	Urban Water Management Planning Act
UWUO	Urban Water Use Objective
VOC	Volatile Organic Compound
WFF	Water Filtration Facility
WSCP	Water Shortage Contingency Plan
WVWD	West Valley Water District
WWTP	Wastewater Treatment Plant
SGPWA	San Gorgonio Pass Water Agency

1.0 Introduction

This Regional Urban Water Management Plan was prepared by San Bernardino Valley Municipal Water District, a wholesale water agency and State Water Contractor, and eight retail water agencies including City of Colton, City of Loma Linda, City of Redlands, City of Rialto, Riverside Highland Water Company, San Bernardino Municipal Water Department, South Mesa Water Company, and West Valley Water District to satisfy the requirements of the Urban Water Management Plan Act. This chapter describes the purpose of the 2025 San Bernardino Valley Regional Urban Water Management Plan, how it is organized, and its relationship to other regional planning efforts in the San Bernardino Valley. This chapter also describes the collaborative process to develop the plan and coordination with stakeholders and the public prior to adoption.

IN THIS SECTION

- Background and Purpose
- Plan Organization
- Plan Preparation and Coordination
- Plan Adoption

This document presents the 2025 San Bernardino Valley Regional Urban Water Management Plan (Plan or RUWMP).

1.1 Background and Purpose

1.1.1 Regional UWMP

The California Water Code requires urban water suppliers within the state to prepare and adopt Urban Water Management Plans (UWMPs) for submission to the California Department of Water Resources (DWR). The UWMPs, which are required to be filed every five years, must satisfy the requirements of the Urban Water Management Planning Act (UWMP Act) of 1983, including amendments that have been made to the UWMP Act and other applicable regulations. The UWMP Act requires urban water suppliers serving 3,000 or more connections or supplying more than 3,000 acre-feet (AF) of water annually, to prepare an UWMP. For wholesale water agencies without retail connections, the requirement is triggered by the annual delivery of 3,000 AF or more. Since the original UWMP Act was passed, it has undergone significant expansion in response to droughts, groundwater overdraft, regulatory revisions, and changing climatic conditions that affect the reliability of each water supplier. Implementation of the UWMP Act is overseen by DWR.

An UWMP is intended to function as a planning tool to guide broad-perspective decision making by water supply managers. A UWMP is a long-term, general planning document, rather than an exact blueprint for supply and demand management. Water management in California is not a matter of certainty, and planning projections may change in response to a number of factors. From this perspective, it is appropriate to look at an UWMP as a general planning framework, not a specific action plan.

It is an effort to generally answer a series of planning questions including:

1. What are the potential sources of supply and what is the reasonable amount of supply available from each of them?
2. What is the probable demand, given a reasonable set of assumptions about growth and implementation of good water management practices?
3. How well do supply and demand figures match up now and, in the future, based on the supplies that are anticipated to be pursued?

Using these “framework” questions and resulting answers, the implementing agency may pursue a range of feasible and cost-effective options and opportunities to meet projected demands.

Water purveyors within a region are permitted by DWR to work together to develop a cooperative Regional UWMP or RUWMP. In 2010, 2015, 2020 and 2025, a regional approach was used by the San Bernardino Valley Municipal Water District (San Bernardino Valley or SBVMWD), a wholesale water supplier, and several retail water agencies who coordinated to prepare the San Bernardino Valley RUWMP. The purpose of jointly preparing the RUWMP is to

facilitate a consistent evaluation of water sources common to the various agencies, to take advantage of group knowledge and experience, and to reduce collective preparation costs. The RUWMP is focused on meeting reporting requirements established by DWR to implement the California Water Code. The unique document structure of the RUWMP preserves each agency's ability to independently convey unique water management considerations for their service area while leveraging the regional information and activities that are applicable to all.

Some of the retail water agencies in the San Bernardino Valley prepare separate UWMPs that are not directly included in this Plan. Table 1-1 provides a summary of RUWMP participation for each urban water supplier in the region for prior RUWMPs and this 2025 UWMP. Participating Agencies and other water agencies in the region are described further in Section 2.2.

Table 1-1: RUWMP Participating Agencies

PARTICIPATING AGENCY	2010 RUWMP	2015 RUWMP	2020 IRUWMP	2025 RUMWP
Bear Valley Mutual Water Company				
City of Colton	✓	✓	✓	✓
City of Loma Linda	✓	✓	✓	✓
City of Redlands	✓	✓	✓	✓
City of Rialto		✓	✓	✓
City of San Bernardino Municipal Water Department	✓	✓	✓	✓
East Valley Water District	✓	✓	✓	
Fontana Water Company				
Riverside Highland Water Company		✓	✓	✓
San Bernardino Valley Municipal Water District	✓	✓	✓	✓
South Mesa Water Company			✓	✓
West Valley Water District	✓	✓	✓	✓
Western Heights Water Company				
Yucaipa Valley Water District	✓	✓	✓	

In addition to the Participating Agencies, this RUWMP incorporates data from other agencies within the San Bernardino Valley that rely wholly or partially on the shared water resources analyzed in this Plan. While these agencies are not participants in this RUWMP, their water demands and associated supply needs are included to accurately evaluate regional water supply reliability through 2050. For the agencies preparing separate 2025 UWMPs (East Valley Water District, Fontana Water Company and Yucaipa Valley Water District), updated projections

from their respective 2025 UWMPs were incorporated into this Plan. For the agencies who are not urban water suppliers and do not prepare UWMPs, their demands and associated supply needs were estimated and incorporated into this Plan based on direct input from the agency, records of prior water use, or assumed to be the same as projections from the 2020 IRUWMP.

1.1.2 Integrated Regional Water Management and Other Regional Planning

Integrated Regional Water Management

State lawmakers created the Integrated Regional Water Management (IRWM) Planning Act in 2002 to encourage local entities to improve water quality and water supply reliability to meet the state's overall agricultural, domestic, industrial, and environmental water needs. IRWM is an efficient model for inclusive and equitable water management planning and delivers higher value for investments by utilizing early and collaborative stakeholder processes to develop multi-benefit projects that help diversify a region's water management portfolio to achieve multiple social, economic, and environmental benefits and to prioritize funding that may become available from the State. The primary purpose of an IRWM Plan is to encourage integrated planning among the agencies in a region. The IRWM Plan provides a comprehensive look at the area's water resources and includes integrated management strategies to help meet the long-term water needs of the area.

The Santa Ana Watershed Project Authority (SAWPA) is the DWR recognized IRWM Regional Agency for the entire Santa Ana watershed and has led collaborative process to prepare and regularly updated the watershed wide IRWM Plan known as One Water One Watershed (OWOW). The OWOW plan was last updated in 2018 and the OWOW Plan Update 2018 still serves as the official IRWM Plan for the Santa Ana Watershed.

In 2005, the San Bernardino Valley and 15 other agencies in the Upper Santa Ana River (SAR) watershed (Region or Upper SAR Region) decided to voluntarily develop the first IRWM Plan for its subarea of the watershed to collaboratively develop water management strategies for the communities of the Upper SAR watershed; the plan was completed in 2007. The agencies that developed the 2007 Upper SAR IRWM Plan formed a Technical Advisory Group (TAG) to implement the plan, which later became the Basin Technical Advisory Committee (BTAC). The BTAC is still actively collaborating to manage regional water resources, and the region has since formed several additional collaborative forums that focus on specific regional topics.

Agencies that participate in the BTAC at the time of this Plan include:

- **Bear Valley Mutual Water Company**
- **City of Colton**
- **City of Loma Linda**
- **City of Redlands Municipal Utilities and Engineering Department**
- **City of Rialto**
- **City of Riverside Public Utilities Department (Riverside Public Utilities)**
- **East Valley Water District**
- **Elsinore Valley Municipal Water District (Meeks and Daly Water Company)**
- **Fontana Water Company**
- **San Bernardino County Flood Control District**
- **San Bernardino Municipal Water Department**
- **San Bernardino Valley**
- **San Bernardino Valley Water Conservation District**
- **West Valley Water District**
- **Western Municipal Water District**
- **Yucaipa Valley Water District**

The Upper SAR IRWM Plan is a critical document for prioritizing regional investments in water management and facilitating the use of state and federal grant funds for those projects. In 2020, both the Upper SAR IRWM Plan and the San Bernardino Valley Regional UWMP were due to be updated and there is significant overlap in the content of the two plans. Rather than updating these overlapping documents independently, San Bernardino Valley and its regional partners decided to combine them into a single new, single cohesive document. This combined document, the 2020 Upper Santa Ana Watershed Integrated Regional Urban Water Management Plan (IRUWMP) was the first of its kind in California and met all of the requirements of both the UWMP Act and the IRWM Planning Act.

The IRWM Roundtable of Regions, a group comprised of all IRWM regions in the State, has been working for over 20 years to advocate to the State for continued funding and commitment to sustaining and strengthening the IRWM program. However, with the 2023 California Water Plan, the state demonstrated a move toward a watershed approach, leaving the future of IRWMs unclear. Prop 4, the $10 billion climate bond that was approved by voters in 2024, allocated just $100 million specifically for IRWM for the entire State. However, IRWMs may still compete for other Prop 4 funds in groundwater, watershed resilience, nature-based solutions, flood, drought and other multi-benefit projects. In 2025 the Roundtable of Regions completed the IRWM Transition Plan, proposing a framework by which the IRWMs may transition into, and collaborate within, the State's proposed Watershed Resilience Program, which is discussed in the following section. DWR continues to attend Roundtable of Regions meetings and has accepted and discussed the Transition Plan with the Roundtable Steering Committee.

For the 2025 UMWP update cycle, due to uncertainty about the evolution of the IRWM program, the stakeholders in the region decided not to update the combined IRUWMP. Instead, this 2025 RUWMP was prepared, similar the 2010 and 2015 RUWMPs. Integrated regional water management remains a critical priority for the region and is being addressed through multiple ongoing collaborative efforts and anticipated future watershed scale planning.

Watershed Resilience

DWR recently developed the 2024 Watershed Resilience Program Guidelines to advance the vision and framework laid out in the State's California Water Plan Update 2023 to better prepare and plan for a future with climate extremes. The Watershed Resilience Program re-orients the State's priorities around more equitable and climate-resilient water systems by defining three updated themes: Addressing Climate Urgency, Strengthening Watershed Resilience and Achieving Equity.



While the Watershed Resilience Program is fundamentally similar to IRWM, it appears that the State is moving toward Watershed Resilience Plans as the vehicle to provide State support and funding to increase regional climate resilience.

Prop 4 allocates over $1.8 billion to support planning and holistically integrated projects in the categories of climate change resiliency including groundwater sustainability, water supply and storage, flood management, wildfire prevention, habitat enhancement and watershed restoration. Five two-year pilot projects on how watersheds may work collaboratively to identify and develop strategies to address climate risks in specific watersheds are reaching completion as of spring 2026.

Through continued regional and watershed wide collaboration with SAWPA, San Bernardino Valley and the retail water agencies in the region will continue to conduct integrated regional water management and adapt to evolving State frameworks and position the region for future State funding of critical water needs. In 2024, San Bernardino Valley adopted a Climate Adaptation and Resilience Plan that will serve as a bridge document for the region in transitioning to the new State framework.

San Bernardino Basin Optimization and Stewardship Program

In 2024, the BTAC agencies completed Phase 1 of the San Bernardino Basin Optimization and Stewardship Program (SBBOSP) and are currently in the beginning stages of Phase 2, which is envisioned to define a new framework for basin management and ultimately identify the projects, actions, and funding mechanisms needed to achieve sustainability, equity, and optimization of local water resources.

While focused initially on the San Bernadino Basin, the SBBOSP is ultimately expected to more broadly address regional water needs and define an integrated strategy to achieve basin sustainability through optimized management of existing and new water resources and infrastructure. SBBOSP Phase 2 will address many of the aspects of the current IRUWMP and will also help position the Upper SAR Watershed for a potential future transition to the State's new Watershed Resilience Program.

1.2 Plan Organization

This Plan is organized to meet the requirements of the UWMP Act. Each participating agency has reviewed, adopted, and will implement portions of this Plan relevant to their agency. To streamline reporting and avoid redundant information, this Plan is organized into four parts:

Part 1: Regional Context

Part 1 contains the information needed to meet a portion of the UWMP Act requirements and provides regional context. Many of the participating agencies utilize the same water resources and have similar water uses. Part 1 is organized into the following chapters:

- **Chapter 1:** Introduction
- **Chapter 2:** Region Description
- **Chapter 3:** Regional Water Sources and Management
- **Chapter 4:** Regional Water Use
- **Chapter 5:** Comparison of Regional Supplies and Demands

Part 2: Individual Agency UWMPs

Part 2 includes a chapter for each of the nine participating retail agencies. Each chapter is supplemental to the regional information presented in Part 1 and contains the additional information and analysis for each agency needed to meet the UWMP Act requirements. Each agency chapter provides service area information, past water use, projections of population, demand, and supply for a 25-year planning period, an evaluation of water supply reliability and drought risk assessment, a description of demand management measures and a summary of the agency's Water Shortage Contingency Plan. Part 2 is organized into the following chapters:

- **Chapter 1:** San Bernadino Valley
- **Chapter 2:** City of Colton
- **Chapter 3:** City of Loma Linda
- **Chapter 4:** City of Redlands
- **Chapter 5:** City of Rialto
- **Chapter 6** Riverside Highland Water Company
- **Chapter 7** San Bernardino Municipal Water Department
- **Chapter 8** South Mesa Water Company
- **Chapter 9** West Valley Water District

Part 3: Regional Supporting Information

Part 3 includes all the supporting documentation referenced in Part 1 that is applicable to the region.

Part 4: Local Agency Supporting Information

Part 4 includes a set of supporting documentation for each UWMP Agency corresponding to their respective chapters in Part 2. Documents for each agency will include the regulatory

compliance guide that DWR will use to verify the agency has met the UWMP Act requirements, proof of public hearing notices, water supply agreements specific to that agency, the Water Shortage Contingency Plan and the completed tables that are required to be submitted to DWR.

1.3 Plan Preparation and Coordination

Management of water resources in the Region takes place within a complex legal and institutional framework. Development of this RUWMP involved the cooperation of many parties engaged in regional water management as well as the public.

In accordance with the UWMP Act, the Participating Agencies issued a Notice of Plan Preparation to cities and counties, as well as additional stakeholders within the region at least 60 days prior to the public hearing (notice was distributed on 3/4/2026). This notice informed stakeholders that the 2025 RUWMP was being prepared and invited input. A copy of the 60-day Notice letter is included in Part 3.

The Participating Agencies encouraged public participation in the preparation of this Plan to incorporate public feedback on water management and reliability in the Region. The Participating Agencies solicited public involvement in the planning process by presenting updates at regularly scheduled BTAC meetings and at some of their regularly scheduled Board and Council meetings, as well as soliciting public comments on the draft RUWMP via email announcements, website postings and newspaper notices. Copies of each agency's newspaper notice is included in their respective appendix in Pat 4.

In addition, 2 workshops with the Participating Agencies were conducted to align the approach for RUWMP preparation and to review the results of the regional water supply and demand analysis.

The following Regional Land Use Planning and stakeholder agencies received the 60-Day Notice of Plan Preparation:

- Bear Valley Mutual Water Company
- Beaumont-Cherry Valley Water District
- Cal. State San Bernardino/Institute for Watershed Resiliency
- City of Calimesa
- City of Colton
- City of Fontana
- City of Grand Terrace
- City of Highland
- City of Loma Linda
- City of Redlands
- City of Rialto
- City of San Bernardino
- City of Yucaipa
- County of Riverside
- County of San Bernardino
- Crafton Hills College
- East Valley Water District

- Elsinore Valley Municipal Water District
- Fontana Water Company
- Inland Empire Resources Conservation District
- Muscoy Mutual Water Company
- Rialto Water Services, LLC-Veolia
- Riverside Highland Water Company
- Riverside Local Agency Formation Commission (LAFCO)
- Riverside Public Utilities
- Rubidoux Community Services District
- San Bernardino County Flood Control District
- San Bernardino County Local Agency Formation Commission (LAFCO)
- San Bernardino Municipal Water Department
- San Bernardino Valley Municipal Water District
- San Bernardino Valley Water Conservation District
- San Gorgonio Pass Water Agency
- San Manuel Band of Mission Indians
- Santa Ana Watershed Project Authority
- South Mesa Water Company
- Terrace Water Company
- United States Forest Service
- West Valley Water District
- Western Heights Mutual Water Company
- Yucaipa Valley Water District
- Yucaipa-Calimesa Joint Unified School District

1.4 Plan Adoption

Each participating agency has reviewed, adopted, and will implement the portions of this Plan relevant to their agency. Not all parts of the plan are applicable to every participating agency and any subsequent changes made to individual agency UWMP Chapters, if any, should not affect the other agencies who participated in Plan preparation. In recognition of this, the Plan was organized so that agencies could adopt only the parts of the plan that are applicable.

All participating agencies adopted Part 1 and Part 3, which comprise the information needed to provide the regional context. In addition to Part 1 and Part 3, participating agencies adopted their respective chapters of Part 2 and their respective Appendices in Part 4. Additional information on each UWMP Agency's adoption process in accordance with the UWMP Act is provided in each agency chapter in Part 2.

The Plan participants adopted the relevant parts of the Plan beginning in May and June 2026. Following adoption, the Plan was submitted to DWR, the California State Library, and a copy was provided to all stakeholders identified in Section 1.3. Resolutions adopting the RUWMP are provided in each agency's appendix in Part 4.

2.0 Region Description

This section describes the characteristics of the Region and the San Bernardino Valley service area, including population, land use, and climate. This section also describes the many local agencies and water companies that have a role in managing water resources within the Region. Water resources within the Region are described in Section 3.

IN THIS SECTION

- Location
- Water Agencies in the Region
- Population and Demographics
- Land Uses
- Regional Climate

2.1 Location

The SAR watershed is the largest stream system in Southern California. The headwaters originate in the San Bernardino Mountains and are discharged to the Pacific Ocean approximately 100 miles to the southwest between Newport Beach and Huntington Beach. The SAR watershed covers over 2,650 square miles of widely varying forested, rural, and urban terrain and covers the more populated urban areas of San Bernardino, Riverside, and Orange Counties, as well as a lesser portion of Los Angeles County. Disputes over the use of water in the SAR led to the subdivision of the watershed into the Upper SAR watershed and Lower SAR watershed just upstream of Prado Dam.

The Upper SAR watershed covers 852 square miles, approximately 32% of the total SAR watershed, and is primarily located in San Bernardino and Riverside Counties. The Region includes the Big Bear Valley as well as the cities and communities of San Bernardino, Yucaipa, Redlands, Highland, Rialto, Mentone, Colton, Grand Terrace, Loma Linda, Beaumont, and Riverside.

The Upper SAR watershed is defined by the area that contributes surface runoff to the Riverside Narrows at U.S. Geological Survey (USGS) Gage 11066460. There are numerous tributaries that contribute flow to the main stem of the SAR in the Region, including Mill Creek, City Creek, Plunge Creek (a tributary of City Creek), Mission Zanja Creek (located just upstream of the San Timoteo Creek), San Timoteo Creek, East Twin Creek, Warm Creek, and Lytle Creek.

For the purpose of this RUWMP, the Region is defined as the wholesale service area of the San Bernardino Valley Municipal Water District, which comprises a large portion of the Upper SAR Watershed in San Bernardino County, as shown in Figure 2-1.

2.2 Water Agencies in the Region

The Region is home to dozens of cities, water districts, mutual water companies, flood control districts, and other local water management agencies with an interest in the responsible management of water supply resources (e.g., storage, conveyance, treatment, flood protection, and recreation) and sustainable stewardship (e.g., water quality and biological resource protection) of the watershed. The challenges facing water agencies in the Upper SAR include the effects of population growth that increase water demand and decrease natural hydrological processes and groundwater recharge, the reduction of imported water availability, the effects of climate change, water quality, a changing regulatory environment, and affordability of water infrastructure projects. Water agencies in the Region are shown in Figure 2-2 and described in Section 2.2.1.

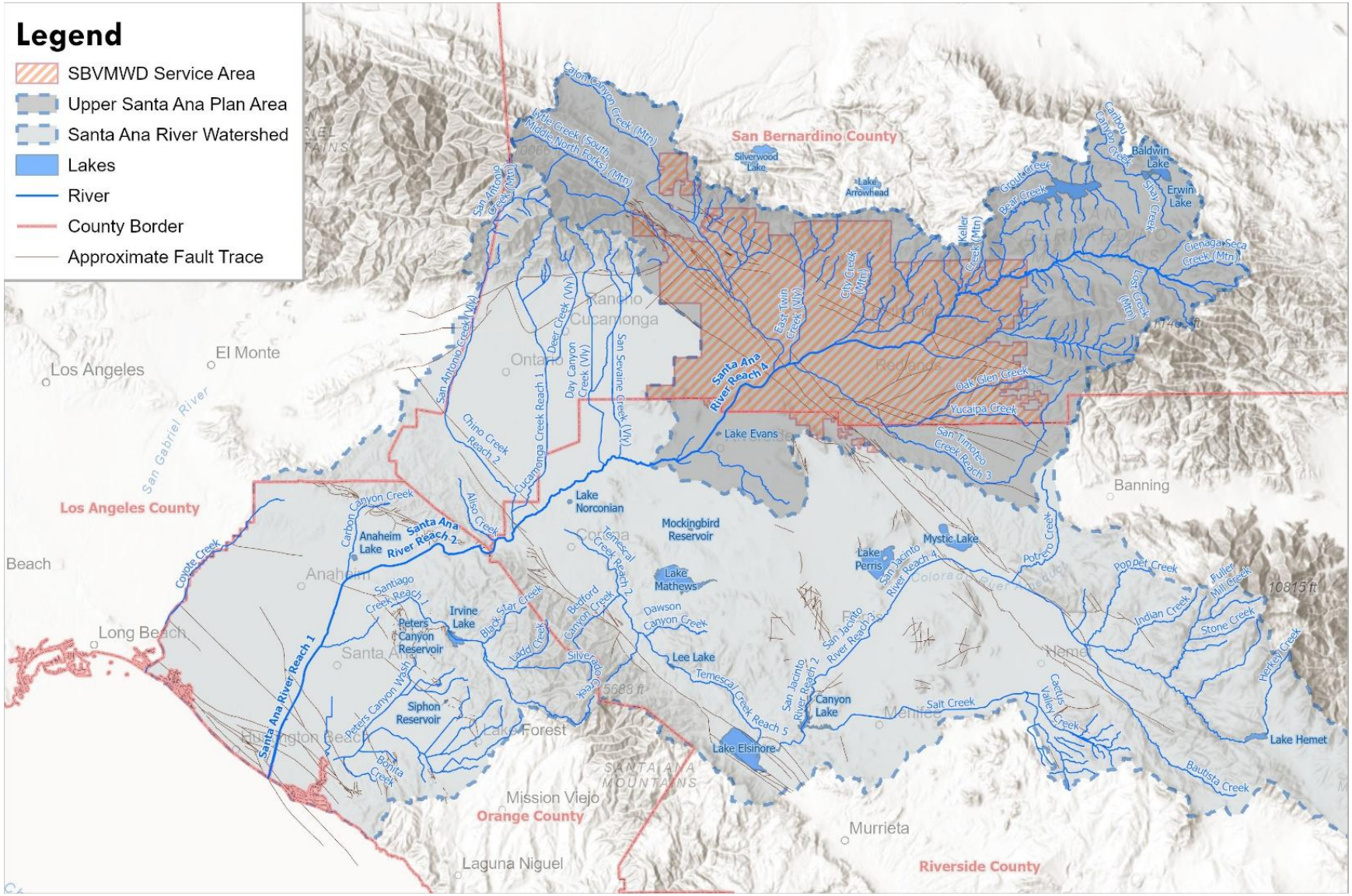

Figure 2-1: Upper Santa Ana River Watershed and RUWMP Boundary

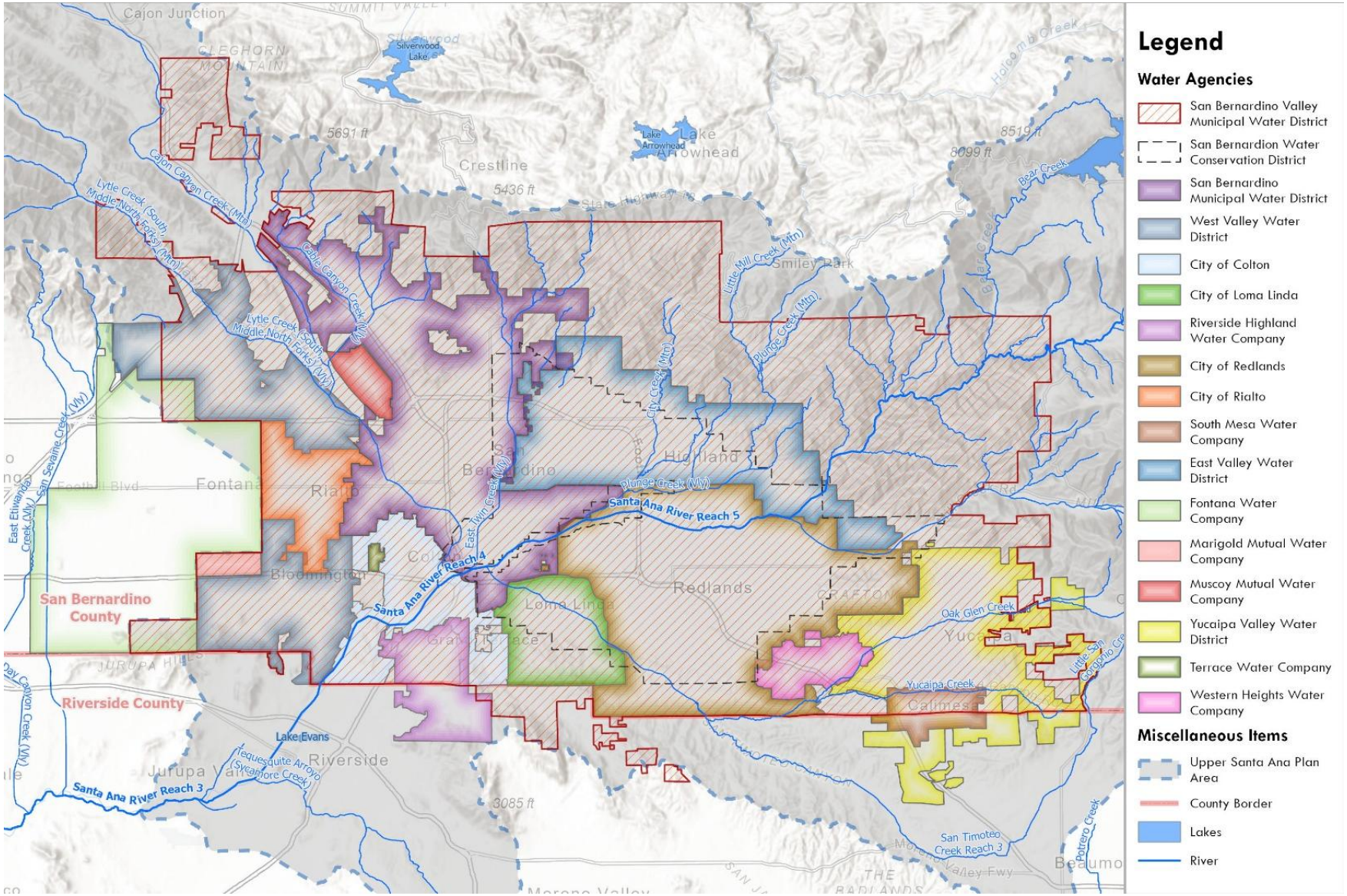

Figure 2-2: Water Management Agencies in the Region

2.2.1 2025 RUWMP Participating Agencies

This section describes the water supply agencies participating in this 2025 RUWMP.

2.2.1.1 San Bernardino Valley Municipal Water District (San Bernardino Valley)

San Bernardino Valley was formed in 1954, under the Municipal Water District Act of 1911 (California Water Code Section 71000 et seq.) as a regional agency to plan a long-range water supply for the San Bernardino Valley. San Bernardino Valley imports water into its service area through participation in the State Water Project (SWP) and manages groundwater storage within its boundaries. Its enabling act includes a broad range of powers to provide water, wastewater and stormwater disposal, recreation, and fire protection services. San Bernardino Valley does not deliver water directly to retail water customers.

San Bernardino Valley covers about 353 square miles mainly in southwestern San Bernardino County, about 60 miles east of Los Angeles. It spans the eastern two-thirds of the San Bernardino Valley, the Crafton Hills, and a portion of the Yucaipa Valley and includes the cities and communities of San Bernardino, Colton, Loma Linda, Redlands, Rialto, Fontana, Bloomington, Highland, East Highland, Grand Terrace, Mentone, and Yucaipa.

San Bernardino Valley is responsible for long-range water supply management, including importing supplemental SWP water to meet orders from retail agencies, and facilitating the management of groundwater basins within its boundaries. San Bernardino Valley also represents the San Bernardino Entities in mitigating extractions over the production amounts specified in the Orange County and Western Judgments explained below. San Bernardino Valley has specific responsibilities for monitoring groundwater supplies in the SBB and Rialto-Colton Subbasin, and for a portion of the minimum SAR flow required at the Riverside Narrows under the Orange County and Western Judgments.

San Bernardino Valley takes delivery of SWP water at the Devil Canyon Power Plant Afterbay, which is located just within its northern boundary. The SWP water is conveyed 17 miles eastward to various spreading grounds and agricultural and wholesale delivery points. Water is also conveyed westward for direct delivery in the SBB and Rialto-Colton Subbasin.

In the 1960s, dry conditions resulted in the over-commitment of water resources in the SAR watershed which led to lawsuits between water users in the upper and lower watersheds regarding both surface flows and groundwater. The lawsuits culminated in 1969 in the Orange County and Western Judgments. Under the terms of the judgments, San Bernardino Valley became responsible for providing a portion of the specified SAR base flow to Orange County and for providing replenishment in the Rialto-Colton Basin and SBB under certain conditions. If the conditions of either judgment are not met by the natural water supply, including new conservation, San Bernardino Valley, on behalf of the San Bernardino Entities, is required to deliver supplemental water to offset the deficiency. The judgments resolved the major water

rights issues that had prevented the development of long-term, region-wide water supply plans and established specific objectives for the management of the groundwater basins.

Court-appointed Watermaster committees administer both Judgments; as a member of the Watermaster committees, San Bernardino Valley is directly responsible for ensuring that groundwater and surface water resources are effectively managed per the terms of the Judgments for the benefit of the region.

This Plan includes the San Bernardino Valley UWMP; see Part 2, Chapter 1 for more information.

2.2.1.2 City of Colton

The City of Colton (Colton) is a community founded in 1875 and incorporated in 1887. Colton, through the Water and Wastewater Division of its Public Utilities Department, provides water service to a majority of the residents and businesses located within Colton's corporate boundary, as well as to those in certain adjacent unincorporated areas of San Bernardino County. All of Colton's water supply is local groundwater pumped from the SBB, the Rialto-Colton subbasin, and the Riverside North subbasin.

This Plan includes the Colton UWMP; see Part 2, Chapter 2 for more information.

2.2.1.3 City of Loma Linda

The City of Loma Linda (hereafter Loma Linda) was incorporated in 1970. The Public Works Department provides potable water service to an area of approximately 7.8 square miles that includes the Veterans Administration Hospital and the Loma Linda Community Hospital. Loma Linda does not provide water service to the Loma Linda University Campus or Medical Center facilities, which operate on a separate self-contained system. Loma Linda's primary water supply is groundwater from the SBB. Loma Linda also has two emergency connections to the City of San Bernardino and one to the City of Redlands to meet its supplemental needs. Loma Linda also provides wastewater collection service.

This Plan includes the Loma Linda UWMP; see Part 2, Chapter 3 for more information.

2.2.1.4 City of Redlands

For more than 90 years, the City of Redlands (hereafter Redlands) has been providing high-quality drinking water to the Redlands, Mentone area, Crafton Hills College, and a portion of unincorporated San Bernardino County known as the donut hole. The water utility service area generally coincides with the area designated by the Local Area Formation Commission (LAFCO) as the City and its sphere of influence. The service area encompasses 36 square miles inside the Redlands city boundaries and a relatively small area outside the city boundaries, but within the sphere of influence. Redlands supplies a blend of local groundwater, local surface water, and imported water purchased from San Bernardino Valley. Redlands owns and operates two water treatment plants, Tate and Hinckley, which receive either surface water or imported water and treat it to potable standards. Redlands also owns and operates a sewer

collection system and the Redlands Wastewater Treatment Facility, which produces recycled water for industrial and irrigation purposes, including supplying water to the Southern California Edison Mountainview Power Plant.

This Plan includes the Redlands UWMP; see Part 2, Chapter 4 for more information.

2.2.1.5 City of Rialto

The City of Rialto (hereafter Rialto) is provided water service by three different water agencies: The City of Rialto municipal water system through its water system operator (Veolia, through Rialto Water Services), the West Valley Water District (WVWD), and the Fontana Union Water Company (FUWC). Each agency has its own water supply and resources and must meet its demands through those resources. The City of Rialto municipal water system provides potable, non-potable, and recycled water at retail to customers primarily within the City of Rialto and serves approximately one-half of the population of the City. The service area is essentially the incorporated area of the City of Rialto located between Interstate 10 and State Route 210.

Rialto's water supply sources include local surface water from Lytle Creek, groundwater from four local groundwater basins, and water purchased from San Bernardino Valley and delivered through the Baseline Feeder. Surface water treatment of Lytle Creek water is provided by the Oliver P. Roemer Water Filtration Facility owned and operated by WVWD. Rialto owns a portion of the capacity of that plant. Rialto also has an agreement to purchase excess SBB water from SBMWD, when available. Rialto provides wastewater collection and treatment services for its residents and some residents of the City of Fontana through an Extra-Territorial Agreement.

This Plan includes the Rialto UWMP; see Part 2, Chapter 5 for more information.

2.2.1.6 Riverside Highland Water Company

The Riverside Highland Water Company (RHWC) provides domestic and irrigation water services to the City of Grand Terrace, portions of the City of Colton, and portions of the unincorporated areas of the Counties of San Bernardino and Riverside. 51% of RHWC's service area lies within the San Bernardino Valley service area and the remainder is within the service area of Western Municipal Water District (Western). RHWC obtains water from the Lytle Creek Subbasin, the SBB, the Rialto-Colton Subbasin, Riverside North, and Riverside South Basins.

This Plan includes the RHWC UWMP; see Part 2, Chapter 6 for more information.

2.2.1.7 San Bernardino Municipal Water Department

The City of San Bernardino is served by a municipal utility, the San Bernardino Municipal Water Department (SBMWD). SBMWD was created as a municipal utility by the City of San Bernardino Charter. The SBMWD water service area is approximately 45 square miles, providing water to approximately 210,000 persons in the City of San Bernardino and unincorporated areas of San Bernardino County. SBMWD produces all of its water supply from wells in the SBB. In addition to potable water, SBMWD provides wastewater collection and

treatment services and is developing a recycled water system for groundwater recharge and non-potable reuse.

This Plan includes the SBMWD UWMP; see Part 2, Chapter 7 for more information.

2.2.1.8 South Mesa Water Company

South Mesa Water Company (SMWC) is a mutual water company, which was established in 1912 as a successor to the earliest land and water companies in the area dating back to the 19th Century. SMWC provides domestic and irrigation water service to its shareholders within its service territory, which comprises a portion of the City of Yucaipa in San Bernardino County and a portion of the City of Calimesa in Riverside County. 55% of SMWC is within SBVMWD's service area in San Bernardino County, and 45% is within San Gorgonio Pass Water Agency's service area in Riverside County. SMWC's water supply includes locally produced groundwater from the Yucaipa Sub-basin, and also groundwater produced from the adjacent adjudicated Beaumont Basin in accordance with SMWC's adjudicated water rights.

This Plan includes the SMWC UWMP; see Part 2, Chapter 8 for more information.

2.2.1.9 West Valley Water District

West Valley Water District (WVWD) is a County Water District, a public agency of the State of California, organized and existing under the County Water District Law (Division 12, Section 30,000 of the Water Code) of the State of California. WVWD provides domestic water service to customers throughout southwestern San Bernardino County and a small portion within northern Riverside County. 92% of WVWD's service area lies within San Bernardino Valley's boundaries (the remainder is in IEUA's boundaries). WVWD's service area is approximately 31 square miles, serving portions of the Cities of Rialto, Fontana, Colton, and Jurupa Valley, and unincorporated areas of San Bernardino County. WVWD utilizes water from five groundwater basins and treats surface water from Lytle Creek and SWP water at its Oliver P. Roemer Water Filtration Facility.

This Plan includes the WVWD UWMP; see Part 2, Chapter 9 for more information.

2.2.2 Other Regional Water Suppliers

In addition to the Participating Agencies, this RUWMP incorporates data from other agencies within the San Bernardino Valley that rely wholly or partially on the shared water resources analyzed in this Plan. While these agencies are not participants in this RUWMP, their water demands and associated supply needs are included to accurately evaluate regional water supply reliability through 2050.

For the agencies preparing separate 2025 UWMPs, updated projections from their respective 2025 UWMPs were incorporated into this Plan. These agencies are:

- East Valley Water District (EVWD) (wholly within SBVMWD service area)
- Fontana Water Company (FWC) (partially within SBVMWD service area)

- Yucaipa Valley Water District (YVWD) (partially within SBVMWD service area)

Some of the supply projections shown in this RUWMP for YVWD differ from those shown in YVWD's 2025 UWMP. YVWD's 2025 UWMP shows all potentially available supplies and a supply surplus at the retailer level, whereas this RUWMP uses a different approach to the regional supply analysis that focuses on specific supplies that agencies intend to use to meet future demands and evaluates total supply surplus on a regional level. This RUWMP includes assumptions about future supply use for YVWD to align with this regional methodology, but all retailers have the flexibility to modify their supply strategies to meet their demands.

FWC and YVWD also use other supplies from outside the region to meet their demands that are not evaluated in this RUWMP so the analysis in this Plan include only the portion of their demands that are expected to be met by supplies evaluated in this Plan.

For the agencies who are not urban water suppliers and do not prepare UWMPs, their demands and associated supply needs were estimated and incorporated into this Plan based on direct input from the agency, water supply agreements, records of prior water use, or assumed to be the same as projections from the 2020 IRUWMP. These agencies are:

- Bear Valley Mutal Water Company
- Marygold Mutual Water Company
- Muscoy Mutual Water Company
- Western Heights Water Company
- Other Private Pumpers/Users within the Region

2.3 Population and Demographics

2.3.1 Historic Population and Projected Growth in the Region

The population of the Region (San Bernardino Valley service area) has experienced rapid growth in the past. Figure 2-3 shows the Census populations for the Region from 1990 to 2020. The Region grew by approximately 8,000 people each year between 1990 and 2010, which is about 1.4% growth annually for 20 years. Growth from 2010 to 2020 slowed to 0.7% annually. As of the 2020 Census, the total population within the San Bernardino Valley service area was 709,585 people.

As noted above, this RUWMP comprises nine water suppliers, eight of which directly supply water to customers. The 2025 population estimates for each participating agency are provided in Table 2-1. For details on how the population estimate was developed, refer to the agency's corresponding UWMP chapter in Part 2. The total 2025 population for the Region was estimated by summing the estimated 2025 population for each Participating Agency that lies within the SBVMWD boundary (plus YVWD and EVWD who provided 2025 population estimates) and assuming the portion of the population outside these collective boundaries grew at the same rate between 2020 and 2025 (0.68% annually from 2020 to 2025).

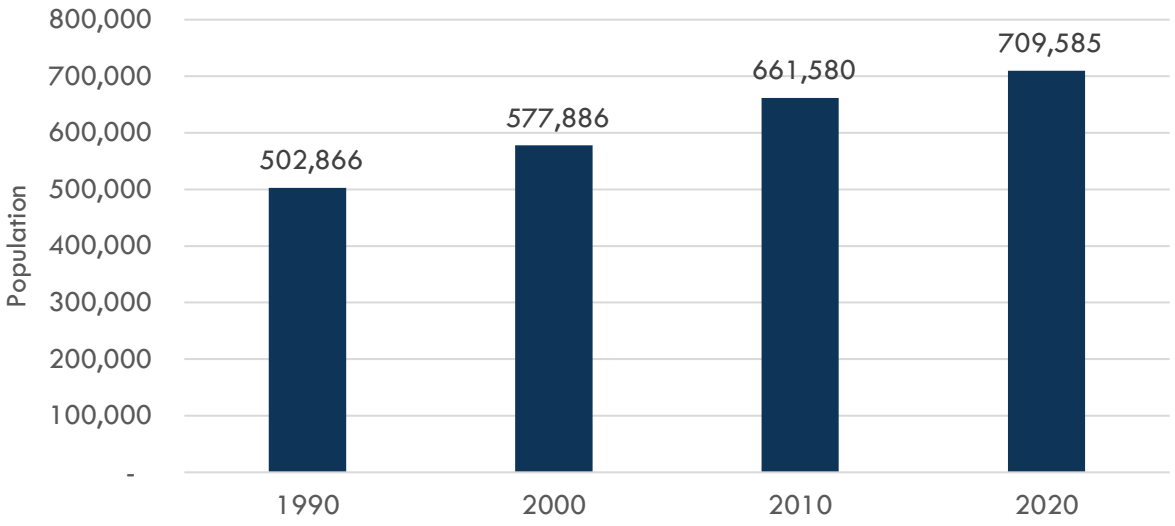

Figure 2-3: San Bernardino Valley Service Area Historic Census Population, 1990-2020

Table 2-1: 2025 RUWMP Population

AGENCY	2025 AGENCY POPULATION ESTIMATE	2025 POPULATION ESTIMATE WITHIN SBVMWD
City of Colton	49,038	49,038
City of Loma Linda	26,273	26,273
City of Redlands	84,183	84,183
City of Rialto	59,264	59,264
Riverside Highland Water Company (51% in SBVMWD)	24,467	12,566
San Bernardino Municipal Water Department	207,872	207,872
South Mesa Water Company (55% in SBVMWD)	12,761	7,007
West Valley Water District (92% in SBVMWD)	96,123	87,972
Non-Participating Areas within SBVMWD		199,712
Total RUWMP 2025 Population for SBVMWD		**733,887**

2.3.2 Future Population Projections in the Plan Area

The Southern California Association of Governments (SCAG) has developed a growth forecast for the 2024 Connect SoCal Regional Transportation Plan (2024 RTP). The 2024 RTP includes population, households, and employment projections for the SCAG region for years 2019, 2035, and 2050 across approximately 13,062 transportation analysis zones (TAZs) within the SCAG region. These forecasts are based on land use data, the 2020 Census, and the Cycle 6 Regional Housing Needs Assessment (RHNA).

In 2022, SCAG launched the Local Data Exchange (LDX), a tool where jurisdictions can directly input their data. This change has increased data input, participation, and validation for the 2019, 2035, and 2050 projections. SCAG's projections undergo extensive local review, incorporating zoning information from city and county general plans, input from local planners and jurisdictions, and coordination with local or regional land use authorities.

SCAG publishes jurisdiction- and TAZ-level data as GIS shapefiles of their projections on a granular local level. These values were used to derive a SCAG population growth rate for the Region by intersecting the SCAG GIS data with the San Bernardino Valley service area.

SCAG's 2024 population growth projections have declined from the last Connect SoCal RTP in 2020, due to ongoing economic impacts of COVID-19, pandemic-related death increases, increasingly negative net domestic migration, decline in births, and near-zero level of foreign immigration. SCAG's 2024 update uses a 2019 base year and incorporates a broader data range from 2016 to 2022, capturing key post-COVID shifts in population, employment, and household trends.

While 2024 SCAG projects slower growth, the result still shows an increase in population within the San Bernardino Valley service area, which is estimated to grow by about 100,000 people by 2050 from a 2020 Census value of 709,585. By 2050, the San Bernardino Valley service area is expected to have a population of approximately 810,000 people, per SCAG. This population projection trend is shown in Table 2-2. Table 2-3 shows SCAG projections of households and employment for the San Bernardino Valley service area.

Table 2-2: SCAG Population Projection for the San Bernardino Valley Service Area (Not Used)

	2025	2030	2035	2040	2045	2050
Population	**723,975**	**737,697**	**751,420**	**771,510**	**791,600**	**811,689**
Average Annual % Increase		0.4%	0.4%	0.5%	0.5%	0.5%
Annual Average Change, per year		2,745	2,745	4,018	4,018	4,018

Table 2-3: Households and Employment Projection for the San Bernardino Valley Service Area

	2025	2030	2035	2040	2045	2050
Households	**222,821**	**235,338**	**247,856**	**256,576**	**265,297**	**274,018**
Average Annual % Increase		1.1%	1.0%	0.7%	0.7%	0.6%
Annual Average Change, per year		2,503	2,503	1,744	1,744	1,744
Employment	**314,459**	**329,949**	**345,439**	**356,329**	**367,219**	**378,109**
Average Annual % Increase		1.0%	0.9%	0.6%	0.6%	0.6%
Annual Average Change, per year		3,098	3,098	2,178	2,178	2,178

A separate set of population projections was also made for San Bernardino Valley that based on the total of the population projection forecasts of the agencies within it. In general, participating agencies in this Plan forecasted population based on known upcoming developments and SCAG's household growth rate, assuming a consistent rate of persons per household in the future. This led to higher population projections than SCAG projected, as shown by comparing Table 2-4 to Table 2-2. The population projections in Table 2-4 are used for this RUWMP.

Table 2-4: Population Projection for the San Bernardino Valley Service Area with Local Agency Input (Official)

	2025	2030	2035	2040	2045	2050
Population	**733,887**	**762,280**	**782,611**	**805,910**	**829,974**	**847,127**
Average Annual % Increase		0.76%	0.53%	0.59%	0.59%	0.41%
Annual Average Change, per year		5,679	4,066	4,660	4,813	3,430

As shown in Figure 2-4, future population is expected to increase at a similar but slower rate, compared to previous estimates from the 2020 IRUWMP, which were based on SCAG's 2020 RTP.

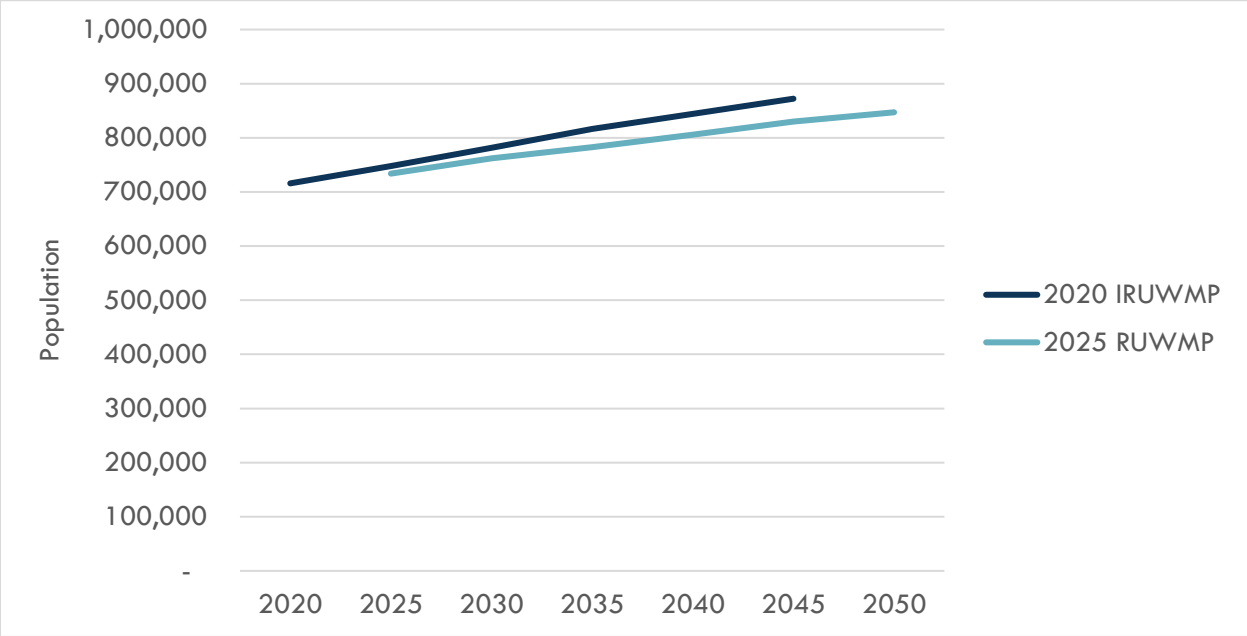

Figure 2-4: Population Projection for the San Bernardino Valley Service Area with Local Agency Input (Official)

2.3.3 Economic Condition and Social and Cultural Composition of the Region

Like most communities in Southern California, the Region has seen a continued increase in population and change in the economic base as agricultural and vacant land is replaced with residential housing, leading to urban and service sector jobs.

Much of the population growth of the Region since the 1970s is linked with the economies of Los Angeles and Orange Counties because they are within commuter range, and the housing prices in the Region are more affordable. Also, population growth over the past three decades is attributed to a marked increase in immigration from Mexico, Latin America, and the Pacific Rim.

Before the COVID-19 pandemic, employment in the Inland Empire was increasing at a steady pace, according to California's Employment Development Department and U.C. Riverside School of Business Center for Economic Forecasting. The latest economic briefing from SCAG for San Bernardino County notes that in 2025, the economy advanced more slowly. The unemployment rate increased slightly to 5.9%, similar to the entire SCAG region. The Inland Empire added 6,400 nonfarm jobs and 14,600 jobs. SCAG projections indicate that unemployment may continue to rise and job growth may slow down due to political and social impacts (Southern California Association of Governments, December 2025).

According to the State of Workers in the Inland Empire 2025 (Inland Empire Labor and Community Center, 2025) report prepared by the Inland Empire Labor and Community Center at UC Riverside, the Inland Empire workforce is younger, more racially diverse, and more heavily concentrated in low-wage sectors compared to the rest of California. A significant portion of the workforce lacks access to colleges, universities, and other skills-training opportunities, which contributes to continued employment in low-wage industries and limits opportunities for upward mobility.

The Inland Empire also exhibits a strong commuter dynamic, with many residents traveling to neighboring regions such as Orange, Los Angeles, and San Diego counties for employment. Nearly 25 percent of Inland Empire residents commute to other parts of California for work. In addition, shifts following the COVID-19 pandemic have resulted in 12 percent of workers engaging in remote work arrangements.

While the Inland Empire shares several major industries with the broader Southern California region, warehousing and truck transportation are especially prominent. Construction and educational services also rank among the region’s leading industries. Overall, the Inland Empire economy remains highly reliant on logistics-related employment.

2.4 Land Uses

The Region recognizes the importance of collaboration between land use planning and water resources management. Within the Region, local planning is conducted by counties, cities, local agencies, and special districts. San Bernardino County, cities, and water agencies within the Region coordinate as part of the San Bernardino Countywide Vision Process. Part of this process involves collaboration between water resource managers and land use planners on the water element to create mutually beneficial opportunities that ensure adequate water supplies and quality to support future population and economic growth within the County.

Additionally, SCAG prepares demographic forecasts based on land use data through an extensive process that emphasizes input from local planners in coordination with local or regional land use authorities, incorporating essential information to reflect anticipated future populations and land uses. SCAG's projections undergo extensive local review, incorporate zoning information from city and county general plans, and are supported by Environmental Impact Reports. The future water needs for the Region evaluated in this Plan are informed by SCAG's population, housing and employment growth projections are therefore rooted in regional land use planning.

Figure 2-5 presents the current land use within the Region based on SCAG's regional land use dataset. The total area of the Region is approximately 225,675 acres, of which 69,500 acres, or about 31%, are covered by the national forest located in the easterly and northerly areas of the Region. Single family residential makes up the next largest land use of approximately 21%, followed by specific plan designations of 11%.

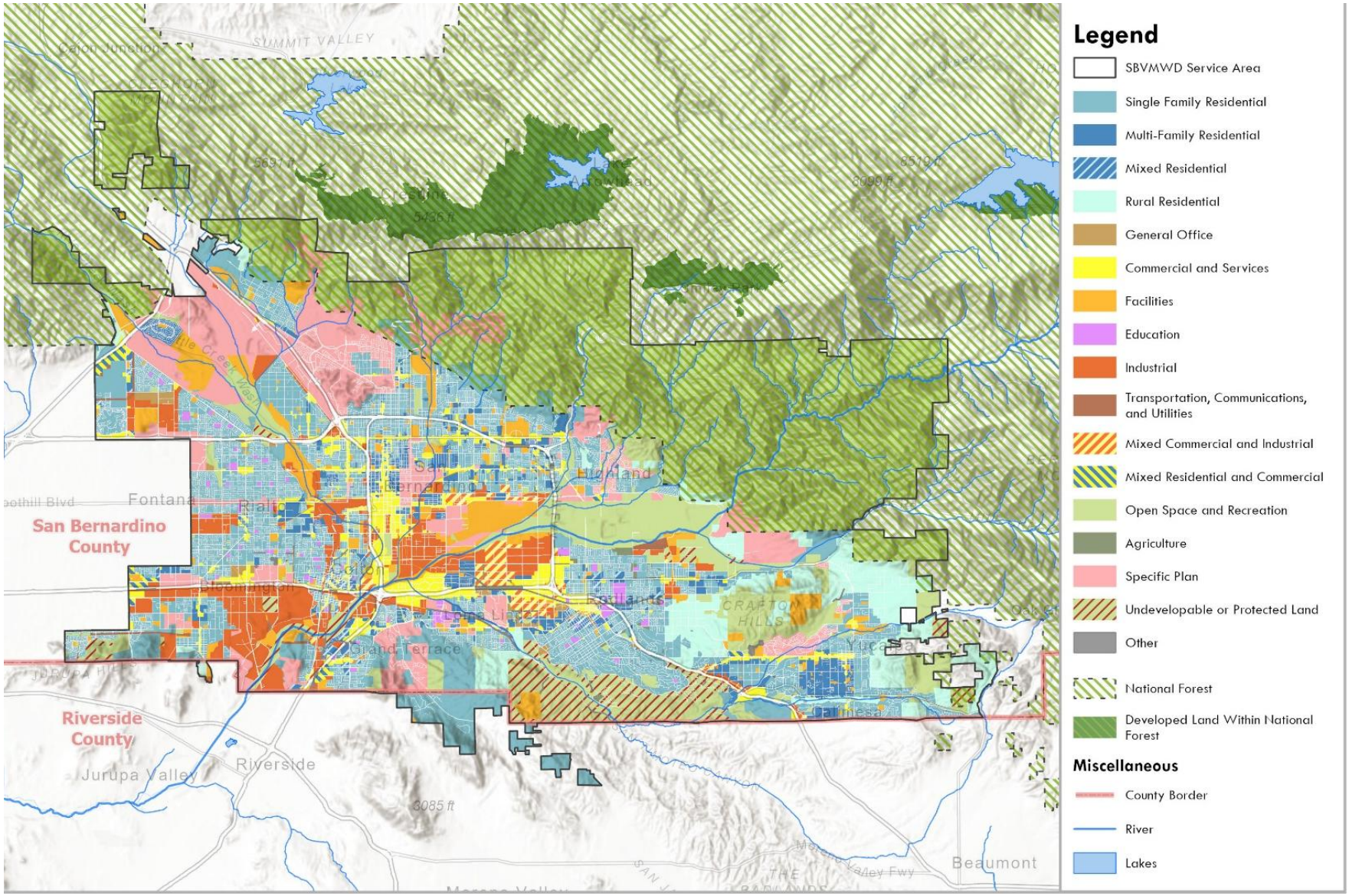

Figure 2-5: Land Use within the Region

2.5 Regional Climate

2.5.1 Current Regional Climate

Climate in the Region is characterized by relatively hot, dry summers and cool winters with intermittent precipitation. The largest portion (73%) of average annual precipitation occurs during December through March and rainless periods of several months are common in the summer. Precipitation is nearly always in the form of rain in the lower elevations and mostly in the form of snow above about 6,000 feet mean sea level (msl) in the San Bernardino Mountains. Mean annual precipitation ranges from about 12 inches in the vicinity of Riverside, to about 20 inches at the base of the San Bernardino Mountains, to more than 35 inches along the crest of the mountains.

The historical record indicates that period of below-average precipitation can last more than 30 years, such as the dry period that extended from 1938 to 1968. As shown by precipitation data in Figure 2-6, the Region has been experiencing an ongoing drought since 1999, indicated by a long-term downward trend in the Precipitation Index, except for a few wet years.

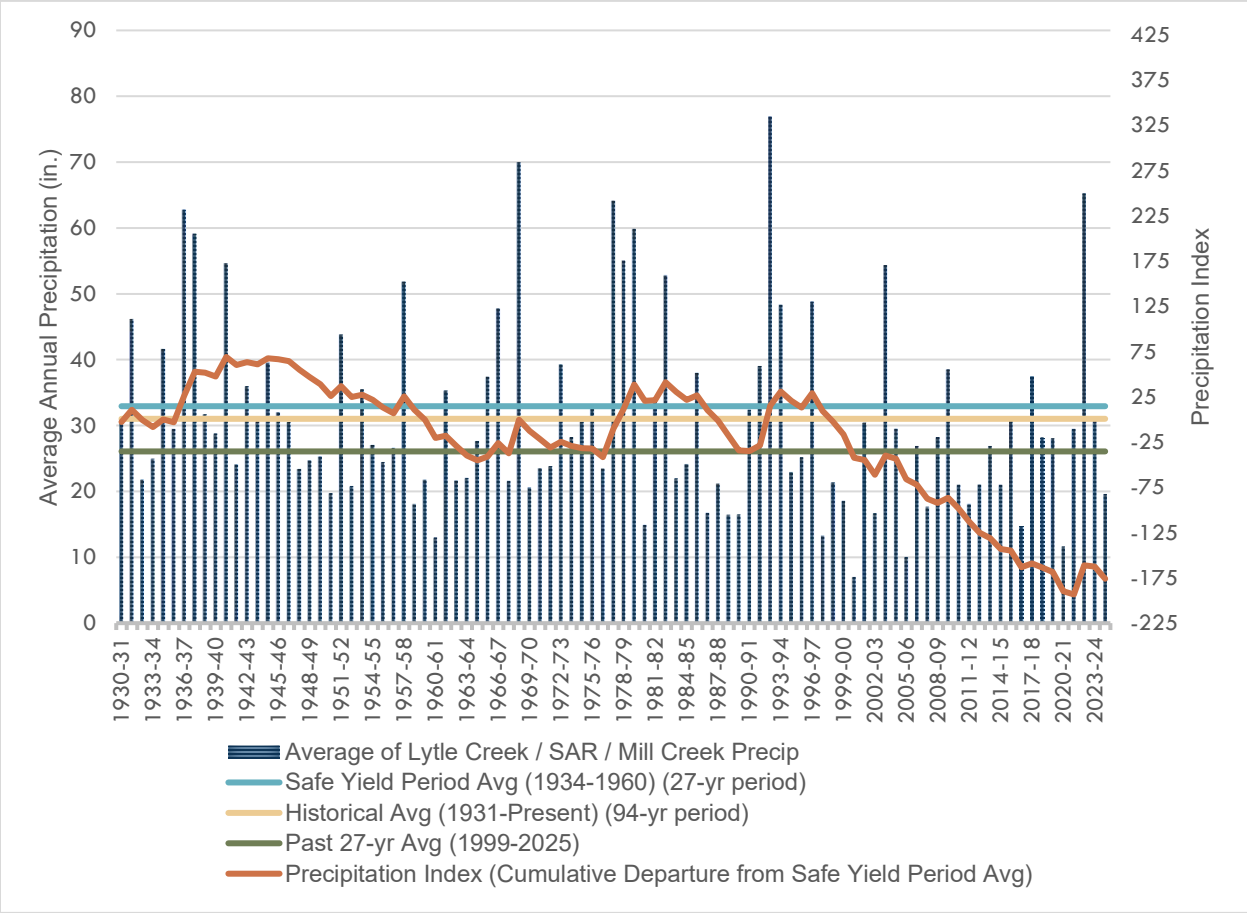

Figure 2-6: San Bernardino Basin Precipitation Index

2.5.2 Potential Effects of Climate Change

Climate change modeling for the SAR watershed suggests that a changing climate will have multiple effects on the Region. Adaptation and mitigation measures will be necessary to account for these effects to maintain long term water supply reliability.

San Bernardino Valley completed a Climate Adaptation and Resilience Plan (2024 CARP) in 2024 to strengthen water reliability and address existing and future climate change impacts. The 2024 CARP identified the following key climate risks for the San Bernardino Valley service area (San Bernardino Valley, 2024):

- **Drought:** Drought duration and intensity is expected to increase in the future, limiting water supply, increasing water demand and straining local groundwater resources and ecosystems.
- **Extreme Heat:** Extreme heat events are projected to become more common, which will lead to more frequent regional power disruptions, increased wildfire risk, increased evapotranspiration, higher water demand, and degraded ecosystems.
- **Wildfire:** Wildfire events are expected to become more likely in the future, which will increase the risk of damaged infrastructure, operational disruptions, power outages, and damaged ecosystems, particularly in the Upper SAR Watershed.
- **Extreme Precipitation and Flooding:** Extreme precipitation and flooding events are projected to become more likely, increasing landslide, soil erosion and mudflow, and liquefaction risk in certain locations.
- **Sea Level Rise:** Climate impacts to the SWP, including wildfire, reduced snowpack, sea-level rise, and increased temperatures, may disrupt SWP operations and infrastructure and will increase the variability and risk of imported water deliveries.
- **Landslides:** Landslides can be triggered by an increase in the frequency and severity of wildfire and heavy precipitation events that threaten assets and infrastructure situated on or near slopes, particularly at the hills and valley interface.

Additionally, the State's Cal-Adapt website provides a number of tools to use to estimate the effects of climate change at a local level. The Cal-Adapt Extreme Heat tool shows that in the future the number of days over 95°F will increase in multiple locations. The Region chose three cities with different temperature ranges to compare the increase across the upper watershed. The cities of Riverside, San Bernardino and Big Bear were used to see the projections of the number of days that would be above 95°F and the results are shown in Table 2-5. The numbers of high temperature days in Riverside and San Bernardino are believed to double between the present and 2070. Similar increases in temperature can be anticipated throughout the inland valleys. These increased temperature levels will increase water demands across the watershed mainly for agricultural and irrigation purposes. Although not projected to be above 95°F, higher temperature days in Big Bear have the potential to affect the forest ecosystem and the snow related recreational activities in the area.

Table 2-5: Average Number of Days per Year Exceeding 95°F

CITY	OBSERVED HISTORICAL (1961-1990)	2050	2070
Riverside	39	81	96
San Bernardino	30	68	82
Big Bear	0	0	0

Source: Cal-Adapt, Extreme Heat Days & Warm Nights tool: https://cmip5.cal-adapt.org/tools/extreme-weather/. Accessed June 2025; the link has been updated since it was accessed. Scenario: RCP 4.5. Threshold temperature: 95°F. Models: Default GCMs.

The forest ecosystems in the San Bernardino National Forest are currently on the decline. Alpine and subalpine forests are anticipated to decrease in area by fifty to seventy percent by 2100. It is believed that increased greenhouse gas emissions are a primary factor contributing to the decline of these fragile ecosystems. Wildfire risk is anticipated to increase particularly in the urban-wildland interface communities. Wildfires can pose serious threats not only to forest ecosystems, but also to critical water infrastructure. More frequent wildfires may also increase sediment and contaminant flows within the watershed, consequently degrading the quality of surface water bodies that are an important part of the ecosystem and Region's water supply.

While high elevation ecosystems decrease, the severity of future floods is likely to increase. The likelihood of a 200-year storm event or longer is anticipated to be significantly higher in 2070. This increases the potential for negative impacts on nearby infrastructure. Furthermore, storms are expected to be more severe but less frequent. Despite these assumptions, the aftermath of a severe storm is highly variable. It is known that there are significant variabilities in the results of storm severity.

In addition to changes in ecosystems and storm severity, warmer temperatures may also decrease the annual amount of snow fall and increase the instance of rain in higher elevations. This alteration of precipitation type is likely to cause negative impacts for snow related recreational activities characteristic of the area's ski resorts. From a local standpoint, Big Bear and Snow Valley both lie below 3000 m and are anticipated to experience a decline in snowpack by 2070. Furthermore, it is projected that there will be a decrease in overall winter precipitation of the area by 2070, which will impact mountain runoff and surface water availability, which is an important part of the Region's water supply.

On a larger scale, the increased temperatures could affect the Sierras in a similar way, threatening the reliability of the SWP. Water quality could also suffer due to changes in precipitation and rising temperatures. Potential impacts such as increased contaminant concentrations and algal growth could increase water treatment needs.

Regional efforts to mitigate the effects of climate change on water supply reliability are discussed in Chapter 5.0.

3.0 Regional Water Sources and Management

This Section describes the current and planned water resources available within the region for the 25-year period covered by the Plan. Management of the various water sources is also described, including legal judgements and regional management groups.

IN THIS SECTION

- Imported Water
- Groundwater
- Surface Water
- Recycled Water
- Other Supplies
- Water Quality
- Planned Projects

Securing a reliable water supply is the primary mission of San Bernardino Valley and the Participating Agencies. The Region relies on a diversified portfolio of water supplies to meet the needs of its residential, commercial, and institutional customers. The Region's water supply portfolio consists of imported water, local groundwater, local surface water and recycled water. This chapter describes the current and planned water resources available to the Region through 2050. It also details the management frameworks – including legal judgments, Watermasters, and regional agreements – that govern how these resources are extracted, stored, and shared among the agencies. Table 3-1 provides a high-level overview of the water sources currently utilized by each agency and producer within the San Bernardino Valley service area.

Table 3-1: Overview of Water Sources Used by Retail Agencies in the Region

AGENCY	GROUNDWATER	IMPORTED WATER DIRECT DELIVERIES	LOCAL SURFACE WATER	RECYCLED WATER
Participating Agencies				
City of Colton	✓			
City of Loma Linda	✓			
City of Redlands	✓	✓	✓	✓
City of Rialto	✓		✓	✓
Riverside Highland Water Company	✓			
San Bernardino Municipal Water Department	✓			✓
South Mesa Water Company	✓			
West Valley Water District	✓	✓	✓	
Other Retail Agencies				
East Valley Water District	✓	✓	✓	
Fontana Water Company	✓	✓	✓	✓
Yucaipa Valley Water District	✓	✓	✓	✓
Other Water Agencies				
Bear Valley Mutual Water Company	✓	✓	✓	
Private Parties	✓		✓	

3.1 Imported Water

Imported water from the California State Water Project (SWP), is available to the Region from the East Branch through San Bernardino Valley, the Region's State Water Contractor.

San Bernardino Valley is the fifth largest State Water Contractor, with an annual entitlement of 102,600 AF. SBVMWD takes delivery of SWP water at the Devil Canyon Afterbay. From this location, SBVMWD can deliver water to the west via the Devil Canyon – Azusa Pipeline (owned by San Gabriel Valley Municipal Water District and that SBVMWD owns conveyance capacity within) or to the east via the Foothill Pipeline (owned by SBVMWD). SBVMWD can also deliver to YVWD and San Gorgonio Pass Water Agency through the East Branch Extension of the SWP downstream of the Foothill Pipeline.

San Gorgonio Pass Water Agency is downstream of SBVMWD on the East Branch of the California Aqueduct. See the San Gorgonio Pass Water Agency 2025 UWMP for more information. SBVMWD and the SGPWA coordinate work as they both share capacity along the East Branch Extension. Two retail water districts included in this plan (YVWD and SMWC) are co-located within the SBVMWD and SGPWA service areas. In addition to operating some mutually used facilities, the SBVMWD and SGPWA have an agreement in place to share excess imported supplies when available, which is included in Part 3 Appendix B.

Metropolitan provides SWP water to portions of the Region through their member agencies, Western and Inland Empire Utilities Agency (IEUA). Western does not currently deliver imported water to its retail agencies within the Region but may in the future. FWC and WVWD are co-located within both the SBVMWD and IEUA service areas and FWC uses imported water from both IEUA and SBVMWD.

In 2021, SBVMWD entered into a new Coordinated Operating Agreement (COA) with Metropolitan that would sell them most of SBVMWD's surplus imported water; this COA replaced the previous version that expired in 2016. One of the terms of the COA requires Metropolitan to offer 50% of any surplus water purchased under this agreement to their member agencies in the SARCCUP Program. The COA is included in Part 3 Appendix B. Metropolitan and its member agencies that are part of the SARCCUP have also developed a companion agreement that describes how SARCCUP will function within Metropolitan's existing policies.

3.1.1 SWP Overview

Imported water is available to the Region from the California State Water Project (SWP), which is the largest state-built, multi-purpose water project in the country; it is paid for by the 29 State Water Contractors, including SBVMWD, SGPWA and MWDSC and operated and maintained by DWR. It was authorized by the California State Legislature in 1959, with the construction of most initial facilities completed by 1973. The SWP is a water storage and delivery system of reservoirs, aqueducts, power plants and pumping plants. Its main purpose is to capture and store water at Lake Oroville and distribute it to the 29 State Water Contractors in Northern California, the San Francisco Bay Area, the San Joaquin Valley, the Central Coast, and

Southern California. Of the contracted water supply, approximately 70 percent goes to urban users and 30 percent goes to agricultural users. The SWP makes deliveries to two-thirds of California's population. The SWP is also operated to improve water quality in the Sacramento-San Joaquin Delta, control Feather River flood waters, provide recreation, and enhance fish and wildlife.

The SWP includes 34 storage facilities, reservoirs, and lakes, 20 pumping plants, four pumping-generating plants, five hydro-electric plants, and approximately 701 miles of aqueducts and pipelines. The primary water source for the SWP is the Feather River, a tributary of the Sacramento River. Water released from Oroville Dam on the Feather River flows down natural river channels to the Sacramento-San Joaquin River Delta (Delta). While some SWP supplies are pumped from the northern Delta into the North Bay Aqueduct, the vast majority of SWP supplies are pumped from the southern Delta into the 444-mile-long California Aqueduct. The California Aqueduct conveys water along the west side of the San Joaquin Valley to Edmonston Pumping Plant, where water is pumped over the Tehachapi Mountains. The aqueduct then divides into the East and West Branches.

Each SWP contractor's SWP Water Supply Contract includes a "Table A," which lists the maximum amount of water an agency is entitled to throughout the life of the contract. The Table A amount is each contractor's proportionate share, or "allocation," of the SWP water supply. However, actual deliveries of SWP water each year vary, based mainly on the amount of precipitation (for other factors, see Section 3.1.2 below).

While the primary supply of water available from the SWP is allocated Table A supply, SWP supplies in addition to Table A water are periodically available, including "Article 56C" carryover water, "Article 21" water, "Article 57" water from other State Water Contractors via the Water Management Tool, and DWR "Dry Year Purchase Programs". Pursuant to the long-term water supply contracts, SWP contractors have the opportunity to carry over a portion of their allocated water approved for delivery in the current year for delivery during the next year (Article 56C) with advance notice when they submit their initial request for Table A water, or within the last three months of the delivery year. The carryover program was designed to encourage the most efficient and beneficial use of water and to avoid obligating the contractors to "use or lose" the water by December 31 of each year. The water supply contracts outline the criteria for carrying over Table A water from one year to the next. Normally, carryover water is water that has been exported during the year, has not been delivered to the contractor during that year, and has remained stored in the SWP share of San Luis Reservoir to be delivered during the following year. Storage for carryover water no longer becomes available to the contractors if it interferes with storage of SWP water for project needs.

Article 21 water (which refers to the SWP contract provision defining this supply) is water that may be made available by DWR when excess flows are available in the Delta (i.e., when Delta outflow requirements have been met, SWP storage south of the Delta is full, and conveyance capacity is available beyond that being used for SWP operations and delivery of allocated and scheduled Table A supplies). Article 21 water is made available on an unscheduled and

interruptible basis and is typically available only in average to wet years, generally only for a limited time in the late winter.

In wet periods, the amount of water available may exceed the amount of storage in the SWP system. During these times, State Water Contractors may have excess SWP water. San Bernardino Valley has agreements, in place, to sell surplus water to SGPWA and Metropolitan Water District of Southern California.

Delta Conveyance Project

Consistent with Executive Order N-10-19, in early 2019, the state announced a new single tunnel project, which proposed a set of new diversion intakes along Sacramento River in the north Delta for SWP. In 2019 DWR initiated planning and environmental review for a single tunnel Delta Conveyance Project (DCP) to protect the reliability of SWP supplies from the effects of climate change and seismic events, among other risks. DWR's current schedule for the DCP environmental planning and permitting extends through the end of 2027 and additional steps are needed before construction can start by 2030. DCP will potentially be operational in 2050 following extensive planning, permitting and construction.

3.1.2 Imported Water Supply Reliability

This section presents the imported water supply reliability assumptions used in San Bernardino Valley's water supply reliability analysis to meet the requirements of the UWMP Act.

The amount of SWP water delivered to State Water Contractors in a given year depends on a number of factors, including the demand for the supply, amount of rainfall, snowpack, runoff, water in storage, pumping capacity from the Delta, and legal/regulatory constraints on SWP operation. Water delivery reliability depends on three general factors: the availability of water, the ability to convey water to the desired point of delivery, and the magnitude of demand for the water. Urban SWP contractors' requests for SWP water, which were low in the early years of the SWP, have been steadily increasing over time. Regulatory constraints have changed over time, becoming more restrictive. The last 15 years of SWP deliveries to San Bernardino Valley are presented in Table 3-2.

Table 3-2: Historical State Water Project Deliveries to San Bernardino Valley and Final SWP Table A Allocations

CALENDAR YEAR	TOTAL DELIVERIES (AF)	FINAL TABLE A ALLOCATION
2010	30,310	50%
2011	29,129	80%
2012	40,216	65%
2013	31,020	35%

CALENDAR YEAR	TOTAL DELIVERIES (AF)	FINAL TABLE A ALLOCATION
2014	19,223	5%
2015	35,430	20%
2016	62,600	60%
2017	78,396	85%
2018	44,307	35%
2019	78,478	75%
2020	23,504	20%
2021	16,822	5%
2022	12,781	5%
2023	61,756	100%
2024	76,914	40%
2025	70,190	50%

Note: As of 1/29/26, the 2026 Table A allocation is at 30%, but has not yet been finalized for 2026.

3.1.2.1 Normal Year and Long-Term State Water Project Availability

DWR prepares a biennial report to assist SWP contractors and local planners in assessing the availability of supplies from the SWP. DWR issued its most recent update, the 2025 Draft DWR State Water Project Delivery Capability Report (DCR), in December 2025. In this update, DWR provides SWP supply estimates for SWP contractors to use in their planning efforts, including for use in their 2025 UWMPs.

The 2025 DCR includes DWR's estimates of SWP water supply availability under both existing (2025) and future conditions (2043). The 2025 DCR also included three climate change scenarios that impact future conditions based on the percent level of concern (LOC) projected by 2043, which vary change in temperature, change in average precipitation, change in precipitation intensification, and sea level rise. Of the three scenarios (50%, 75%, and 95% LOC), the 75% LOC was chosen for this report to represent future SWP water supply availability.

The following is a plain-language description excerpt from the Draft 2025 DCR:

The 75th percentile LOC scenario represents a 2043 worse-than-average future for the SWP. It includes the following changes relative to current conditions:

- *1.7°C (~3°F) temperature increase.*
- *Similar average precipitation.*
- *12% increase in the 99th percentile daily precipitation event (more intensity).*
- *30 cm (~12 in) of sea level rise at the Golden Gate Bridge.*

Land use is representative of existing levels of development and regulations are represented by current regulations, including the 2019 US Fish and Wildlife Service and National Marine Fisheries Service biological opinions, its associated Incidental Take Permit, and the 2018 addendum to the Coordinated Operations Agreement between the SWP and Central Valley Project. Ongoing processes, such as the Agreements to Support Healthy Rivers and Landscapes and the 2021 Reinitiation of Consultation for Long-Term Operations of the Central Valley Project and State Water Project, are not included in the modeling.

Users of this scenario should assume that current climate model simulations indicate that actual 2043 climate conditions would have about a 25% change of being worse than the conditions represented in this scenario. Put another way, there is an approximate 25% chance that planning to only *this scenario would leave an agency under-planned and potentially under prepared for the actual climate change conditions to which they need to operate. This scenario may be considered a moderate risk aversion scenario, as it provides significantly more challenging future conditions than the 50th percentile LOC but does not provide the most extreme planning conditions.*

Based on the 75th percentile LOC, long-term average SWP deliveries are 54% under current conditions and 46% under 2043 conditions. In-between and out years were calculated using linear interpolation. Long-term average SWP deliveries represent both the long-term average and normal year supply conditions and are presented in Table 3-3.

Table 3-3: SWP Long-term Average (1922-2021) Modeled Anticipated Table A Allocations to San Bernardino Valley

STATE WATER PROJECT SUPPLIES	2025	2030	2035	2040	2045	2050
% of Table A Amount Available	54%	51%	49%	46%	43%	41%
Anticipated Deliveries (AFY)	55,404	52,668	49,932	47,196	44,460	41,724

Source: 2025 Draft DWR Delivery Capability Report

3.1.2.2 Dry Year, Multiple Dry Year, and Wet Year State Water Project Availability

DWR's 2025 Delivery Capability Report indicates that the modeled single dry year SWP water supply allocations for 1977, 2014, and 2021 are 6%, 8%, and 10% under existing conditions. Under 75th percentile LOC 2043 conditions, the allocations are 1%, 6%, and 7%, respectively. Historically, the lowest final SWP allocations were 5% in 2014, 2021, and 2022.

Each year by October 1, SWP contractors submit their requests for SWP supplies for the following calendar year. By December 1, DWR estimates the available water supply for the following year and sets an initial supply allocation based on the total of all contractors' requests, current reservoir storage, forecasted hydrology through the next year, and target reservoir storage for the end of the next year. The most uncertain of these factors is the forecasted hydrology. In setting water supply allocations, DWR uses a conservative 90% hydrologic forecast, where nine out of ten years will be wetter and one out of ten years drier than assumed. DWR re-evaluates its estimate of available supplies throughout the runoff season of winter and early spring, using updated reservoir storage and hydrologic forecasts, and revises SWP supply allocations as warranted. Since most of California's annual precipitation falls in the winter and early spring, by the end of spring the supply available for the year is much more certain, and in most years DWR issues its final SWP allocation by this time. While most of the water supply is certain by this time, runoff in the late fall remains somewhat variable as the next year's runoff season begins. A drier than forecasted fall can result in not meeting end-of-year reservoir storage targets, which means less water available in storage for the following year.

Water year 2013 was a year with two hydrologic extremes. October through December 2012 was one of the wettest fall periods on record but was followed by the driest consecutive 12 months on record. The supply allocation for 2013 was a low 35% allocation. However, the 2013 hydrology ended up being even drier than DWR's conservative hydrologic forecast, so the SWP began 2014 with reservoir storage lower than targeted levels and less stored water available for 2014 supplies. Compounding this low storage situation, 2014 also was a critically dry year, with runoff for water year 2014 the fourth driest on record.

The exceedingly dry sequence from the beginning of January 2013 through the end of 2014 was one of the driest two-year periods in the historical record. As noted above, the circumstances that led to the low SWP water supply allocation were unusual, however extremely low precipitation in 2021 and 2022 led to additional years of 5% allocations. San Bernardino Valley's UWMP assumes 5% for all future single dry years.

For consecutive dry years, this Plan assumes conditions from the 6-year drought period 1929-1934. For wet years, this Plan assumes conditions from 2017. Single dry, multiple dry, and wet year SWP allocations are presented in Table 3-4 and the modeled range of water supply availability by year used in each scenario is shown in Figure 3-1. Note that the values in Figure 3-1 are based on "existing conditions" and not the 75% level of concern climate change scenario, so these values will be higher than the values chosen for the UWMP analysis in Table 3-4.

Table 3-4: Estimated SWP Table A Supply Reliability in Dry, Multiple Dry, and Wet Years

State Water Project Supplies	2025	2030	2035	2040	2045
Single Dry Year (2014, 2021, 2022)					
% of Table A Amount Available[1]	5%	5%	5%	5%	5%
Anticipated Deliveries (AFY)	5,130	5,130	5,130	5,130	5,130
Multiple Dry Year (1929-1934)					
% of Table A Amount Available	15%	14%	14%	14%	14%
Anticipated Deliveries (AFY)	15,105	14,820	14,535	14,250	13,965
Wet Year (1983)					
% of Table A Amount Available	84%	83%	83%	82%	82%
Anticipated Deliveries (AFY)	86,184	85,158	85,158	84,132	84,132

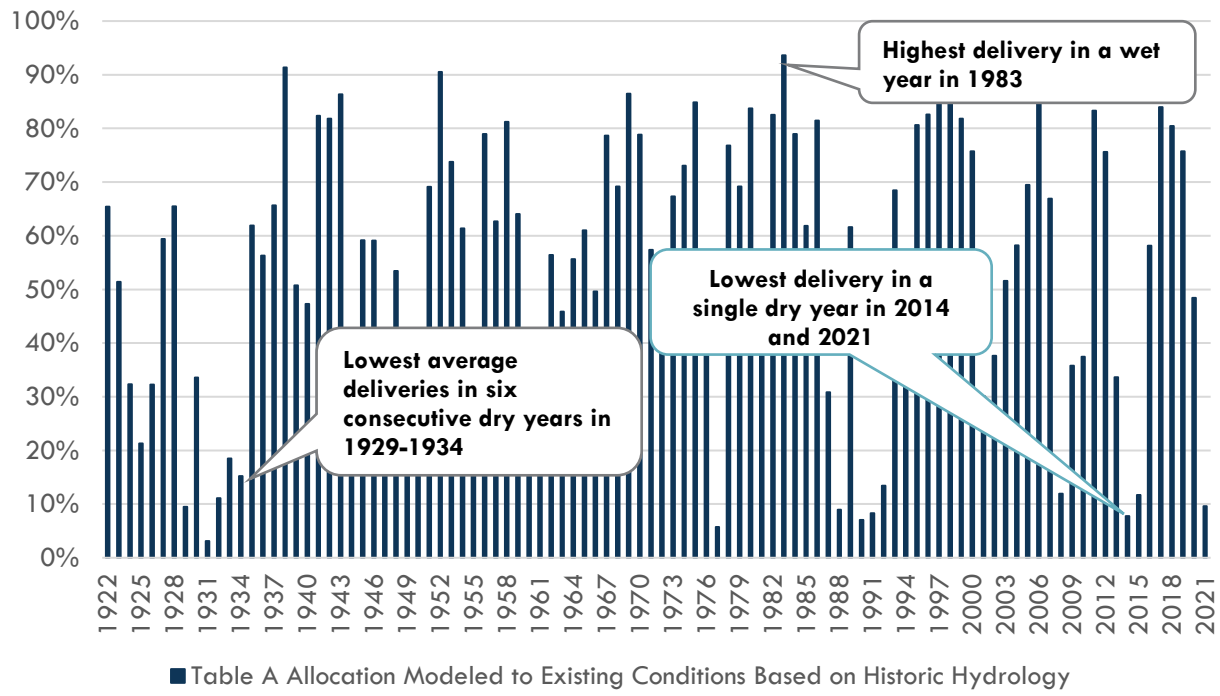

Figure 3-1: Modeled SWP Table A Availability for Dry Year, Six Consecutive Dry Years, Wet Year, Based on Historical Hydrologic Data and Existing Conditions

3.1.3 Sites Reservoir and Delta Conveyance Project

Sites Reservoir is a proposed new 1,500,000 acre-feet off-stream storage reservoir in northern California near Maxwell. Sacramento River flows will be diverted in wet, normal, dry, and critically dry years when Shasta Dam releases and/or unregulated flow from tributaries between Keswick Dam and Sites Reservoir diversion points exceed minimum flow requirements. Typically, releases will be made during dry periods, but some releases will be made in all years types (Sites Project Authority, 2023). Sites Reservoir also will accommodate exchanges between Lake Shasta and Sites, and Lake Oroville and Sites. The proponents of Sites Reservoir include 31 entities including San Bernardino Valley, who has made financial contributions to its planning and development. As a financial contributor to the project, SBVMWD would receive a share of deliveries to South of Delta agencies.

The final EIS/EIR for Sites Reservoir has been approved. Sites Reservoir is funded through a combination of state and federal funding, including California Proposition 1 (2014), Water Infrastructure Improvements for the Nation Act (WIIN), Infrastructure Investment and Jobs Act (IIJA), and an Environmental Protection Agency Water Infrastructure Finance and Innovation Act (WIFIA) loan, as well as funding support from project participants.

The Delta Conveyance Project (DCP) is a proposed water supply tunnel beneath the Delta that would add two additional diversion structures on the Sacramento River, north of the Delta, to work in combination with the South of Delta diversion facility at Clifton Court Forebay near Tracy

to allow DWR increased operational flexibility when moving SWP water to State Water Contractors South of Delta. By diverting water further up river, the salinity levels are less impacted by sea level rise, leading to reduced carriage water losses used to manage salinity at the current intakes. The Benefit-Cost Analysis of the Delta Conveyance Project report suggests that the DCP would increase long-term average total SWP Table A allocations by 403,000 AFY (approximately 9 percentage points) (Berkeley Research Group, 2024). The DCP forecasted operation date is after 2050, so it is outside the scope of this RUWMP.

Sites Reservoir and the DCP would increase SWP supplies over the long-term average, leading to more groundwater recharge, and would decrease the likelihood of SWP curtailments in direct deliveries to local agencies during dry years. Based on CalSIM3 modeling done in March 2026, the estimated long-term average deliveries from Sites Reservoir to SBVMWD are 11,200 AFY.

For purposes of this Plan, it is estimated that the Sites Reservoir Project will begin producing delivery benefits for San Bernardino Valley in 2040. DWR estimates of SWP supply reliability in its 2025 Delivery Capability Report are based on existing facilities, and do not include the proposed Sites Reservoir. For supply projections made for years 2030 through 2035, it is assumed that SWP reliability is equal to values shown in Table 3-3 (for normal years) and Table 3-4 (for dry, consecutive dry, and wet years). For supply projections made for years 2040 and beyond, 11,200 AFY deliveries from Sites Reservoir are included for normal years and single dry years. For the five consecutive dry year scenario, it is assumed that SBVMWD will have 50,000 AFY in storage at the beginning of the period and will use 10,000 AFY in each of the five dry years (Table 3-5). Section 5.1 discusses Sites Reservoir impacts to water supplies in more detail.

Table 3-5: Sites Reservoir Yield to SBVMWD

Year Type	Sites Reservoir Yield
Long-Term Average	11,200 AFY
Normal Year	11,200 AFY
Single Dry Year	11,200 AFY
Five Consecutive Dry Years	10,000 AFY

3.1.4 General Imported Water Strategy

As described in Section 3.1.1, there are several programs that give SBVMWD flexibility to increase deliveries above the Table A allocation in a given year, including the use of carry over water. As urban contractor demands increase in the future, the amount of water turned back and available for purchase will likely diminish. In critical dry years, DWR has formed Dry Year

Water Purchase Programs for contractors needing additional supplies. Through these programs, water is purchased by DWR from willing sellers in areas that have available supplies and is then sold by DWR to contractors willing to purchase those supplies. Because the availability of these supplies is somewhat uncertain and do not represent a large quantity of water, they are not included as supplies available to San Bernardino Valley in this Plan. However, San Bernardino Valley's access to these supplies when they are available may enable it to improve the reliability of its SWP supplies in extremely dry years to help meet its direct delivery demands. The main strategy San Bernardino Valley will use to supplement supplies in dry years is wet year water stored in local groundwater basins and water banks. San Bernardino Valley is already implementing conjunctive use in the SBB and there are plans to develop additional conjunctive use programs.

3.2 Groundwater

Local precipitation that runs off as surface water and soaks into the ground, called "groundwater", meets about 80% of the demand of participating agencies in an average year. This section provides a description of local groundwater and surface water management in the San Bernardino Valley, including court judgments, groundwater management plans, and groundwater pumping rights. The groundwater basins utilized by agencies in the region are depicted in Figure 3-2.

3.2.1 Regional Groundwater and Surface Water Management

There are several court judgments, agreements, settlements and groundwater management plans that apply to multiple groundwater basins and surface water supplies in the region. These broader regional water management frameworks are described in this section and additional court judgments and agreements that apply only to a single basin are described in the applicable subsection for that basin.

3.2.1.1 Western Judgement & Orange County Judgment

The Western Judgment, entered simultaneously with the Orange County Judgment, proportioned the water resources within the upper Santa Ana River watershed amongst the residents of the watershed.

The Orange County Judgment ensures minimum flows in the Santa Ana River to Orange County and the Western Judgment generally provides for:

- A determination of safe yield of the San Bernardino Basin Area (SBBA) at 232,100 AFY, which includes surface water from the SAR, Mill Creek and Lytle Creek.
- Allocation of 27.95 percent of the safe yield, which equates to 64,862 AFY, to the Plaintiffs (agencies within Riverside County or Riverside Entities). An obligation of the non-plaintiff parties (agencies within San Bernardino County or San Bernardino Entities) to provide replenishment anytime their cumulative extractions exceed 72.05 percent of the safe yield, which equates to 167,238 AFY, but no limit on total extractions.
- An obligation of the Riverside Entities to replenish the Colton Basin Area and the Riverside North Basins if extractions for use in Riverside County in aggregate exceed the amount recorded during the base period (1959-1963), which was 3,381 AFY and 21,085 AFY, respectively.
- An obligation of the San Bernardino Entities to replenish the Colton Basin Area and Riverside North Basin Areas if water levels are lower than 822.04 MSL in specified index wells.

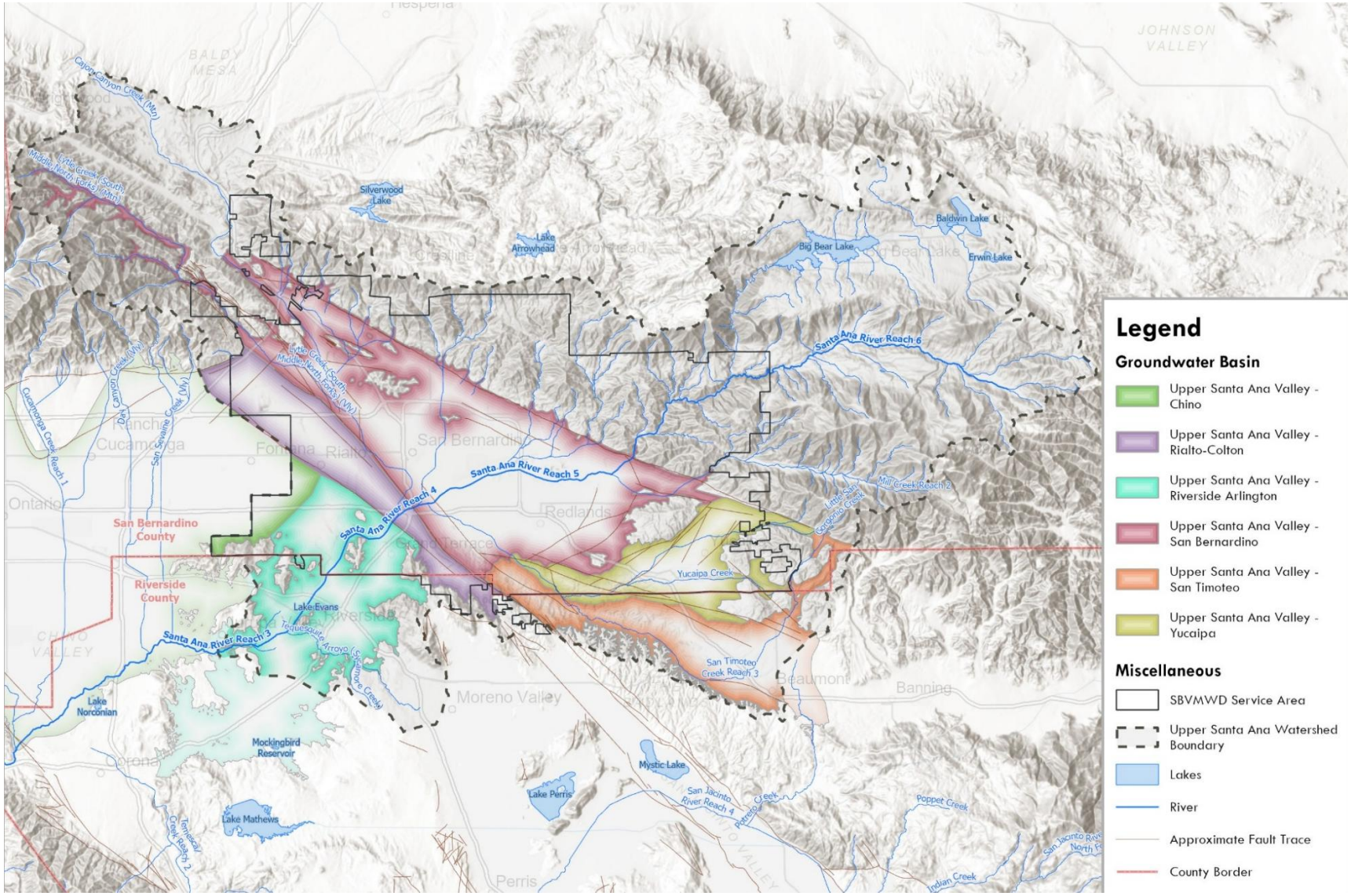

Figure 3-2: Groundwater Basins of the Region

The Riverside Entities include the City of Riverside (the successor to the Riverside Water Company and the Gage Canal Company), Riverside Highland Water Company, Meeks & Daley Water Company, and Regents of the University of California and each have an assigned fixed pumping right based on an allocation of the safe yield for the Riverside Entities. According to the Western Judgment, the Riverside Entities must not extract more than their respective portions of the safe yield on a 5-year average basis, adjusted for any net gains or losses of water to the SBBA. San Bernardino Entities do not have individual assigned pumping rights and are collectively allowed to extract more than their portion of the safe yield. The Judgment requires the San Bernardino Entities to provide replenishment water whenever the cumulative extractions exceed the cumulative safe yield. If the cumulative extractions are less than the cumulative safe yield, a "credit" is earned. When cumulative extractions are greater than the cumulative safe yield, a "debit" is taken. To date, the cumulative extractions have been less than the cumulative safe yield since the judgment was signed so that the San Bernardino Entities have never been required to recharge the basin under the terms of the Western Judgment.

San Bernardino County Entities are represented by San Bernardino Valley and Riverside County Entities are represented by Western Municipal Water District (Western). The Judgments establish a Watermaster to be responsible, on behalf of the numerous parties bound thereby, for ensuring implementation of the judgments. The Watermaster for the Western Judgment is made up of one representative from San Bernardino Valley and Western.

The Western Judgment contemplates that the parties will develop "new conservation" which is defined as any increase in replenishment from natural precipitation which results from operation of works and facilities not in existence as of 1969, other than works installed to offset losses from flood control channelization. The Western Judgment specifies that the parties to the Judgment have the right to participate in any new conservation projects, provided they pay the appropriate share of the cost. The net effect of new conservation is an increase in safe yield for both the Plaintiffs and non-Plaintiffs. A copy of the Western Judgment is provided in Part 3 Appendix B.

In 2013, both the Plaintiffs and Non-Plaintiffs agreed to participate in the cost to capture some of the water that historically flowed to the ocean. This New Conservation was due to the construction and operation of the Seven Oaks Dam. The 2015 Annual Report for the Western-San Bernardino Annual Report effectively increases the safe yield for both Parties as shown in Table 3-6.

Table 3-6: Adjusted SBBA Rights Due to New Conservation Allocation

Parties	Percentage	Safe Yield Allocation (AF)	New Conservation Allocation (AF)	Adjusted Right (AF)
Non- Plaintiffs	72.05%	167,238	5,507	172,745
Plaintiffs	27.95%	64,862	2,136	66,998
City of Riverside		52,199	1,719	53,918
Riverside Highland Water Company		4,294	141	4,435
Meeks & Daley Water Company		7,833	258	8,091
Regents of the University of California		536	18	554
Total Sum of Extractions	100%	232,100	7,643	239,743

The Western-San Bernardino Watermaster provides an annual accounting of both the plaintiff and non-plaintiff extractions and a comparison to the safe yield. . As of the accounting performed for the 2025 Annual Western-San Bernardino Watermaster Report, the Non-Plaintiffs have 623,692 AF of net credit accumulated in the SBB and are, therefore, not required to recharge. Although there is no recharge requirement under the Judgment, the San Bernardino Entities have continued to recharge the SBB voluntarily since 1973.

Orange County Judgment

In 1963, the Orange County Water District (OCWD) filed suit against substantially all water users in the area tributary to Prado Dam seeking adjudication of water rights on the Santa Ana River. The litigation ultimately involved over 4,000 served water users and water agencies, the four largest of which were OCWD, San Bernardino Valley, Western, and the Chino Basin Municipal Water District (now the Inland Empire Utilities Agency). Given the magnitude of the potential litigation, these four districts and other parties developed a settlement that was approved by the Orange County Superior Court in a stipulated judgment entered on April 17, 1969, Orange County Water District v. City of Chino et al., Case No. 117628 (Orange County Judgment). The Orange County Judgment imposes a physical solution that requires parties in the upper Santa Ana River watershed to deliver a minimum quantity of water to points

downstream including Riverside Narrows and Prado Dam. A provision of the Orange County Judgment related to conservation establishes that, once the flow requirements are met, the Upper Area parties "may engage in unlimited water conservation activities, including spreading, impounding, and other methods, in the area above Prado Reservoir". The Orange County Judgment is administered by the five-member Santa Ana River Watermaster that reports annually to the court and the four representative agencies. San Bernardino Valley, the Inland Empire Utilities Agency, and Western nominate one member each to the Watermaster, OCWD nominates two members, and members are appointed by the court. A copy of the Orange County Judgment is provided in Part 3 Appendix B.

3.2.1.2 Seven Oaks Accord

On July 21, 2004, San Bernardino Valley, Western, the City of Redlands, EVWD, Bear Valley Mutula Water Company (BVMWC), Lugonia Water Company, North Fork Water Company, and Redlands Water Company signed a settlement agreement known as the Seven Oaks Accord (Accord). The Accord calls for San Bernardino Valley and Western to recognize the prior rights of the water users up to 88 cubic feet per second from the natural flow of the Santa Ana River. In exchange, the water users agreed to withdraw their protests to the water right application submitted by San Bernardino Valley on behalf of itself and Western. All the parties to the Accord have agreed to support the granting of other necessary permits to allow San Bernardino Valley and Western to divert water from the Santa Ana River for direct use, groundwater recharge, or exchanges. By means of the Accord, San Bernardino Valley agreed to modify its water right applications to incorporate implementation of the Accord. Additionally, the Accord requires San Bernardino Valley and Western to develop a groundwater spreading program in cooperation with other parties, "that is intended to maintain groundwater levels at the specified wells at relatively constant levels, in spite of the inevitable fluctuations due to hydrologic variation". As part of compliance with the Seven Oaks Accord, the BTAC has prepared a Regional Water Management Plan annually since 2008.

3.2.1.3 Annual Regional Water Management Plan and Cooperative Recharge

As discussed in Section 1.1.2, the BTAC was formed by the first IRWMP to implement the IRWMP and provide a forum to discuss technical issues regarding water management. BTAC works cooperatively and strives to make decisions by consensus. Currently, BTAC meets quarterly or as needed.

Each year, BTAC develops the Regional Water Management Plan that is considered by the two agencies that make up the Western Watermaster: San Bernardino Valley and Western Municipal Water District. The plan generally establishes a recharge threshold to ensure water levels do not increase liquefaction potential or move contamination plumes. The primary purpose of the Plan is for the coordinated use of available water resources and to cooperatively manage recharge without causing undesirable impacts. Since 2020, BTAC members have recharged over 180,000 acre-feet of local stormwater, recycled water, and SWP water largely

through facilities operated by the San Bernardino Valley Water Conservation District and the San Bernardino County Flood Control District.

The latest version of the BTAC Regional Water Management Plan is available at http://www.sbvmwd.com/about-us/local-water-conditions.

3.2.2 San Bernardino Basin

The San Bernardino Basin (SBB) boundary used in this Plan is the California Department of Water Resources (DWR) Bulletin 118 Boundary for the San Bernardino subbasin (8-002.06) of the Upper Santa Ana Valley Region. The SBB was previously referred to by DWR as the Bunker Hill subbasin until 2018, when the name was formally changed to the San Bernardino subbasin. The majority of the northeastern and southeastern boundaries of the SBB coincide with the groundwater adjudication boundary in the 1969 Western-San Bernardino Judgment (Western Judgment), which refers to the "San Bernardino Basin Area" or SBBA, as discussed in Section 3.2.1.1.

The SBB has a surface area of approximately 141 square miles and lies between the San Andreas and San Jacinto faults. The basin is bordered on the northwest by the San Gabriel Mountains and Cucamonga fault zone; on the northeast by the San Bernardino Mountains and San Andreas fault zone; on the east by the Banning fault and Crafton Hills; and on the south by a low, east-facing escarpment of the San Jacinto fault and the San Timoteo Badlands. Alluvial fans extend from the base of the mountains and hills that surround the valley and coalesce to form a broad, sloping alluvial plain in the central part of the valley.

3.2.2.1 Lytle Creek Sub basin

Lytle Creek Basin is part of the SBB, and it is not identified as a separate sub-basin in DWR Bulletin 118; however, the sub basin is an integral part of the Upper Santa Ana Valley Groundwater Basin. Historically, local agencies have recognized Lytle Creek sub basin as a distinct groundwater sub basin, and it is subject to a separate court judgement as described in the following section. In the Western Judgment, the Bunker Hill and Lytle Creek sub basins are combined into the SBBA. The 1969 Western Judgment did not incorporate, supersede, or reopen the 1924 Lytle Creek Basin Judgment. The Lytle Creek Basin remains governed by its own adjudication, although it is commonly grouped within the SBBA for administrative, hydrologic, and reporting purposes.

However, the three separate water-bearing zones and intervening confining zones of the Bunker Hill sub basin are not observed in the Lytle sub basin. Sediments within the Lytle sub basin are, for the most part, highly permeable, and the aquifer has a high specific yield. High permeability and specific yield tend to result in an aquifer that responds rapidly to changes in inflow (precipitation and streamflow) and outflow (groundwater pumping, streamflow, and subsurface outflow).

Lytle Creek sub basin is adjoined on the west by the Rialto-Colton sub basin along the Lytle Creek fault, and on the east and southeast by the Bunker Hill sub basin along the Loma Linda

fault and Barrier G. The northwestern border of the sub basin is delineated by the San Gabriel Mountains, and runoff from the mountains flows south/southeast through Lytle and Cajon Creeks into the basin.

Numerous groundwater barriers are present within Lytle Creek sub basin, resulting in six compartments within the sub basin. Barriers A through D divide the northwestern portion of the sub basin into five sub-areas and the southeastern portion of the sub basin comprises the sixth sub-area. Barrier F divides the northwestern sub-areas from the southeastern sub-area. Studies have shown that the groundwater barriers are less permeable with depth. When groundwater levels are high during wet years, more leakage occurs across the barriers than when groundwater levels are lower (i.e., during dry years). The amount of pumping in each sub-area, in large part, controls the movement of groundwater across the barrier within the older alluvium but not the younger alluvium.

3.2.2.1.1 1924 Lytle Creek Basin Judgment

The Lytle Creek Basin Judgment (1924 Judgment) was issued by the Superior Court of San Bernardino County on January 28, 1924, in *City of San Bernardino v. Fontana Water Co. et al*. (Judgment No. 17030). The judgment establishes a foundational legal framework governing groundwater rights and related surface water operations within the Lytle Creek Region, a defined area downstream of Lytle Creek Canyon.

The judgment was intended to resolve competing claims among municipal, private, and mutual water companies. Consistent with adjudicated basin practice, it did not create new water rights, but instead recognized and quantified existing rights as they existed at the time. Importantly, the judgment incorporates and builds upon prior surface water rights established under the 1897 McKinley Decree, while focusing more directly on the allocation and management of groundwater resources.

The 1924 Judgment defines the Lytle Creek Region as a geographically bounded area influenced by flows from Lytle Creek and recognizes the hydraulic connection between surface flows and groundwater within this region. Groundwater is treated as a shared resource, with quantified extraction rights assigned to a defined group of appropriators.

A key operational feature of the judgment is the regulation of diversions at the Fontana Power Company intake. The decree imposes conditions to ensure that sufficient flows continue downstream into the Lytle Creek channel and wash, particularly during variable flow conditions. These provisions are intended to support natural groundwater recharge through spreading in the creek's alluvial system. During certain periods (including the winter season), flows are prioritized to meet downstream domestic and irrigation needs, with excess water allowed to pass for recharge when available.

To oversee implementation, the judgment established a five-member Watermaster committee, responsible for administering the decree, including oversight of diversion practices and recharge activities. Administration of these responsibilities continues today through successor entities,

including the Lytle Creek Water Conservation Association, which coordinates basin operations among the parties.

The 1924 Judgment assigns quantified groundwater rights to twelve appropriators, expressed in "miner's inches," with one inch defined as a continuous flow equal to 1/50 of a cubic foot per second. The original appropriators primarily consisted of water companies and a limited number of public entities, including:

- City of San Bernardino
- City of Colton
- Rialto Domestic Water Company (rights later acquired by the City of Rialto)
- Fontana-related water companies
- Citizens Water Company
- Riverside Highland Water Company
- Terrace Water Company
- Rancheria Water Company
- Other mutual water companies
- One identified individual appropriator (James Barnhill)

While the 1924 Judgment remains an important component of water rights administration in the area, it functions as part of a broader legal and operational framework that has evolved over time, including subsequent adjudications and modern groundwater management practices. A copy of the 1924 Judgment is provided in Part 3, Appendix B.

3.2.3 Rialto-Colton Sub basin

The Rialto-Colton sub basin (DWR 8-02.04) underlies a portion of the upper Santa Ana Valley in southwestern San Bernardino County and northwestern Riverside County. This sub basin is about 10 miles long and varies in width from about 3.5 miles in the northwestern part to about 1.5 miles in the southeastern part. This sub basin is bounded by the San Gabriel Mountains on the northwest, the San Jacinto fault on the northeast, the Badlands on the southeast, and the Rialto-Colton fault on the southwest. The Santa Ana River cuts across the southeastern part of the basin. The basin generally drains to the southeast, toward the Santa Ana River. Warm and Lytle Creeks join near the southeastern boundary of the basin and flow to meet the Santa Ana River near the center of the southeastern part of the sub basin.

The principal natural recharge areas are Lytle Creek, Reche Canyon in the southeastern part, and the Santa Ana River in the south-central part. Lesser amounts of recharge are provided by percolation of precipitation to the valley floor, underflow, and irrigation and septic returns. Underflow occurs from fractured basement rock and through the San Jacinto fault in younger Santa Ana River deposits at the south end of the sub basin and in the northern reaches of the

San Jacinto fault system. Groundwater recharge has historically been augmented through the use of spreading basins, however the original spreading basins used are no longer in operation due to ineffectiveness. The region is working on new spreading basins at the Cactus Basins east of the former Rialto Airport.

The groundwater extractions in the Rialto-Colton sub basin are governed by the Rialto Basin Decree, the Rialto Basin Settlement Agreement, and the Western Judgment. The basin was adjudicated under the 1961 Decree No. 81,264 of the Superior Court of San Bernardino County and is managed by the Rialto Basin Management Association (stipulated parties of the judgment). The Rialto Basin Decree only provides the rights of the stipulated parties to pump out of the Rialto Basin, which is an area defined within the Decree that is smaller than the Rialto-Colton sub basin and includes only a portion of the northwestern half of the Rialto-Colton Basin. The boundary of the Rialto Basin is described in the Rialto Decree as Exhibit 1. A copy of the Rialto Basin Decree is provided in Part 3 Appendix B.

When the basin's three index wells (WVWD Well No. 11, and 16, and Rialto's Well 4) have average mean groundwater level elevations above 1002.3 feet mean sea level (msl) when measured during March, April, or May, the stipulated parties have no restrictions on yearly extractions. When the average standing water levels in the three index wells falls below 1002.3 feet msl but is above 969.7 feet msl, the Rialto Basin Decree stipulated parties are restricted to total extraction rights of 15,290 AFY distributed amongst the parties as shown in Table 3-7.

When the average of the three index wells drops below 969.7 feet msl, ground water extractions are reduced for all parties stipulated in the decree by 1 percent per foot below the 969.7-foot level, but not to exceed 50-percent reduction. Historic reductions to adjustable rights are summarized in Table 3-8.

Table 3-7: 1961 Decree Adjudicated Rights to the Rialto Basin

Member	Adjustable Rights	Fixed Rights	Total Rights	Water Rights Allocation Percentage
Colton	3,010	890	3,900	25%
Rialto	2,846	1,520	4,366	29%
WVWD	5,594	510	6,104	40%
FUWC	550	370	920	6%
Total	12,000	3,290	15,290	100%

Table 3-8: Historic Reductions to Pumping Rights in the Rialto Decree Area

Water Year	% Reduction
2009-10	7
2010-11	14
2011-12	19
2012-13	17
2013-14	27
2014-15	32
2015-16	30
2016-17	31
2017-18	38
2018-19	39
2019-20	29
2020-21	29
2021-22	40
2022-23	41
2023-24	49
2024-25	50

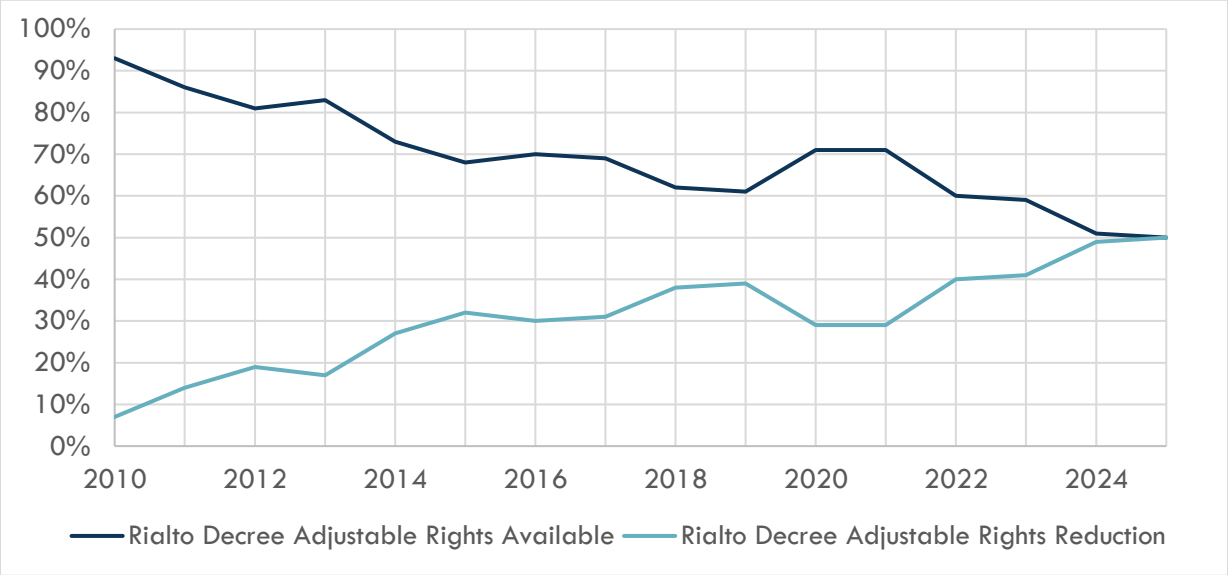

Figure 3-3: Rialto Decree % Adjustable Pumping Rights Reductions

Fontana Water Company and the City of Rialto extract water from a small area referred to as "No Man's Land" that is outside the boundary of the Rialto Basin in the 1961 Decree but is still believed to be within the Rialto-Colton sub basin. In 2018, Rialto, Colton, WVWD, San Bernardino Valley, Cucamonga Valley Water District, and Fontana Water Company entered into a Settlement Agreement that resulted in Fontana's No Man's Land production of 5,014-acre feet/year being counted as part of the Rialto Basin production limits in the 1961 Decree in addition to the total established decree rights of 15,290 AFY. The Settlement Agreement also obligates Fontana Water Company to recharge 61,000 acre-ft of supplemental water into the Rialto Basin. San Bernardino Valley agreed to facilitate obtaining and delivering up to 61,000 acre feet of replenishment water to recharge the Rialto Basin using the proceeds of a Replenishment and Sustainability Assessment (RSA), paid by the Fontana Water Company on an annual basis. Per the intent of the agreement, the replenishment water must be from an imported water source "outside" of San Bernardino Valley's SWP Table A allocation, unless San Bernardino Valley declares a portion of its Table A surplus. Furthermore, the agreement contemplated that San Bernardino Valley may accomplish the replenishment by means of exchanges, in-lieu recharge, direct recharge, direct delivery or other means reasonably acceptable to the settlement parties. The rights of the parties of the Settlement Agreement to extract water from the Rialto Basin based on the 1961 Decree and the Settlement Agreement are provided in Table 3-9. As part of the Settlement Agreement, these parties also agreed to form a Rialto Basin Groundwater Council (RBGC), which was established in February 2021.

The purposes of the RBGC is to provide for the funding, integration, and coordination of managing the Rialto Basin groundwater supply, including maintenance of conveyance and groundwater recharge facilities, and developing groundwater management strategies with other agencies in the region (Rialto Basin Groundwater Council, 2025). A Draft Rialto Basin Groundwater Management Plan (GWMP) has been developed to evaluate Rialto Basin

conditions and perform hydrogeologic modeling analysis of current and potential future conditions. Preliminary results indicate that groundwater replenishment is needed to raise groundwater levels and reverse reduced water rights allocation from year to year.

Table 3-9: 2018 Settlement Agreement Updated Adjudicated Rights to the Rialto Basin

Member	Adjustable Rights	Fixed Rights	No Man's Land Adjustable Rights	Total Rights	Water Rights Allocation Percentage
Colton	3,010	890	0	3,900	19%
Rialto	2,846	1,520	0	4,366	22%
WVWD	5,594	510	0	6,104	30%
FUWC	550	370	5,014	5,934	29%
Total	12,000	3,290	5,014	20,304	100%

The Rialto-Colton sub basin is named the "Colton Basin Area" in the Western Judgment.

The Western Judgment requires the average lowest static water levels in three index wells in the Rialto-Colton Basin and Riverside North Basins to be no lower than 822.04 feet above msl. If the water levels fall below 822.04 feet above msl, the non-plaintiffs are obligated to recharge the basin with imported water or reduce extractions. Extractions by the plaintiffs are limited to 3,381 AFY.

The safe yield for the Rialto-Colton Basin was not defined by the Western Judgment or the Rialto Basin decree. For the purpose of the supply reliability analysis in this Plan, the available supply from the Rialto-Colton Basin for the San Bernardino Entities is assumed to be equal to their Base Period Production (1959-1963) in the Western Judgment, which was 8,235 AFY. However, the Western Judgment does not limit pumping so extractions can exceed this value. The groundwater elevations in the three index wells fell below the threshold of 822.04 feet above msl from 2018 to 2022 but have since increased to 852.93 feet above msl as of calendar year 2024 so no recharge is required and current extractions can continue. However, understanding the increasing variability in the frequency and quantity of precipitation in the region, the Watermaster agencies continue to work towards long-term sustainability of the basins. In addition to the Judgment-provided actions to achieve compliance, San Bernardino Valley and Western Water are working cooperatively to develop a response plan with specific actions to increase water levels in the Colton and Riverside North Basin Areas. Actions in the

Plan will be triggered when the static level in the key wells falls below San Bernardino Valley's replenishment threshold in the Judgment.

Riverside Highland Water Company is considered a Riverside County Entity in the Western Judgment, and its production is capped at 227 AFY, its portion of the 3,381 AFY extraction limit specified in the judgment.

3.2.4 Riverside-Arlington Sub basin

The Riverside-Arlington sub basin, (DWR 8-02.03) underlies part of the Santa Ana River Valley in northwest Riverside County and southwest San Bernardino County. This sub basin is bounded by impermeable rocks of Box Springs Mountains on the southeast, Arlington Mountain on the south, La Sierra Heights and Mount Rubidoux on the northwest, and the Jurupa Mountains on the north. The northeast boundary is formed by the Rialto-Colton fault, and a portion of the northern boundary is a groundwater divide beneath the community of Bloomington. The Santa Ana River flows over the northern portion of the sub basin. Annual average precipitation ranges from about 10 to 14 inches. The Riverside-Arlington sub basin is replenished by infiltration from Santa Ana River flow, underflow past the Rialto-Colton fault, intermittent underflow from the Chino sub basin, return irrigation flow, and deep percolation of precipitation.

The Western Judgment includes the Riverside Basin Area which consists of a portion of the Riverside-Arlington sub-basin upstream of Riverside Narrows. Groundwater extractions in the Riverside North Groundwater Basin (the portion of the Riverside Basin Area in San Bernardino County) are governed by the Western Judgment. Extractions from the Riverside North Basin by Riverside County Entities are limited to 21,085 AFY by the Judgment. Extractions by San Bernardino County Entities are unlimited, provided that water levels at three index wells in the Rialto-Colton and Riverside North Basins stay above 822.04 feet above msl. For the purpose of the supply reliability analysis in this Plan, the available supply from the Riverside Arlington Basin for the San Bernardino Entities is assumed to be equal to their Base Period Production (1959-1963) in the Western Judgment, which was 9,609 AFY. However, the Western Judgment does not limit pumping so extractions can exceed this value. As described for the Rialto-Colton Basin, the groundwater elevations in the three index wells were above the recharge threshold as of calendar year 2024 so no recharge is required and current extractions can continue.

Riverside Highland Water Company is considered a Riverside County Entity in the Western Judgment, and its production in Riverside North is capped at 3,752 AFY, its portion of the 21,085 AFY extraction limit specified in the judgment. The Riverside County Entities can also extract a total of 29,663 AFY from Riverside South, of which Riverside Highland Water Company is entitled to 555 AFY.

3.2.5 Yucaipa Sub basin

The Yucaipa sub basin (DWR 8-02.07) underlies the southeast part of San Bernardino Valley. It is bounded on the northeast by the San Andreas fault, on the northwest by the Crafton fault, on

the west by the Redlands fault and the Crafton Hills, on the south by the Banning fault, and on the east by the Yucaipa Hills. The average annual precipitation ranges from 12 to 28 inches. This part of the San Bernardino Valley is drained by Oak Glen, Wilson, and Yucaipa Creeks south and west into San Timoteo Wash, a tributary to the Santa Ana River.

Natural recharge to the sub basin is from percolation of precipitation and infiltration within the channels of overlying streams, particularly Yucaipa and Oak Glen Creeks; underflow from the fractures within the surrounding bedrock beneath the sub basin; and artificial recharge of local stormwater and imported water at spreading grounds.

The Yucaipa Subbasin is a DWR high-priority groundwater basin and is subject to SGMA. In July 2017, San Bernardino Valley, the City of Calimesa, City of Redlands, San Gorgonio Pass Water Agency (Pass), South Mesa Water Company, South Mountain Water Company, Western Heights Water Company, City of Yucaipa, and Yucaipa Valley Water District formed the Yucaipa Sustainable Groundwater Management Agency (Yucaipa-SGMA) under the Sustainable Groundwater Management Act (SGMA). The City of Calimesa and the City of Redlands later withdrew from the Yucaipa SGMA. The Yucaipa-SGMA Groundwater Sustainability Plan (GSP) was completed in January 2022 and received approval from DWR in January 2024.

The Yucaipa GSP evaluated supplies and demands on the basin, established sustainability goals including recharge obligations to address any shortages between supplies and demands, and identified management actions and impacts of the GSP. The GSP establishes a framework for how the basin will be managed collaboratively by all entities who rely upon the basin.

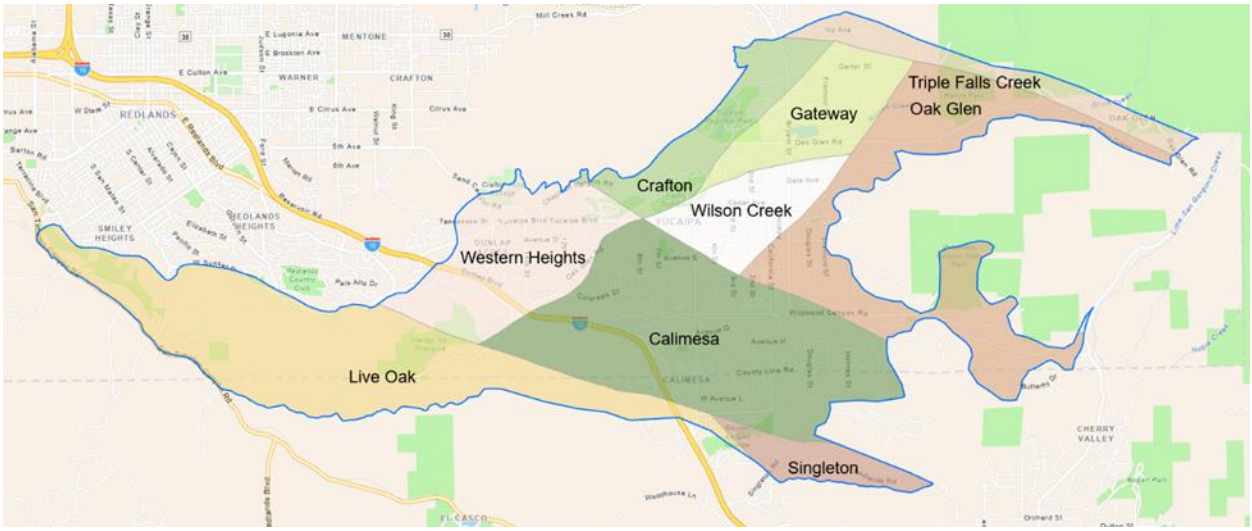

Figure 3-4: Yucaipa Basin Groundwater Management Zones

3.2.6 San Timoteo Sub basin

The San Timoteo Sub basin (DWR 8-02.08) is largely outside of the San Bernardino Valley service area but is one of the sources used by YVWD and SMWC (SMWC produces groundwater from the adjudicated Beaumont Basin area discussed below). The San Timoteo

sub basin underlies Cherry Valley and the City of Beaumont in southwestern San Bernardino and northwestern Riverside counties. The sub basin is bounded to the north and northeast by the Banning fault and impermeable rocks of the San Bernardino Mountains, Crafton Hills, and Yucaipa Hills; on the south by the San Jacinto fault; on the west by the San Jacinto Mountains; and on the east by a topographic drainage divide with the Colorado River hydrologic region. The surface is drained by Little San Gorgonio Creek and San Timoteo Canyon to the Santa Ana River. Average annual precipitation ranges from 12 to 14 inches in the western part to 16 to 18 inches in the eastern part of the sub basin.

Holocene-age alluvium, which consists of unconsolidated clay, silt, sand, and gravel, is the principal water-bearing unit in this sub basin. The alluvium, which is probably thickest near the City of Beaumont, thins toward the southwest and is not present in the central part of the sub basin. The Pliocene-Pleistocene-age San Timoteo Formation consists of alluvial deposits that have been folded and eroded. These deposits are widely distributed and principally composed of gravel, silt, and clay, with comparatively small amounts of calcite-cemented conglomerate. The clasts are chiefly granitic, with lesser amounts of volcanic and metamorphic pebbles and cobbles. The total thickness of the San Timoteo Formation is estimated to be between 1,500 and 2,000 feet, but logs of deep wells near the central part of the sub basin indicate water-bearing gravels to depths of only 700 to 1,000 feet.

The Banning and Cherry Valley faults and two unnamed faults in the northeast part of the sub basin offset impermeable basement rocks, stepping down to the south. Water levels change across the Banning fault, dropping 100 to 200 feet to the south. In the western part of the sub basin, water levels drop to the south about 75 feet across the Loma Linda fault and about 50 feet across the San Timoteo barrier. In the northeastern part of the sub basin, water levels drop to the south across two unnamed faults. Each of these faults appears to disrupt groundwater movement in the sub basin.

Groundwater is replenished by subsurface inflow and percolation of precipitation, runoff, wastewater discharge, and imported water. Runoff and imported water are delivered to streambeds and spreading grounds for percolation. The San Timoteo Subbasin is not adjudicated, and reliable estimates of total groundwater extractions are not available. However, water table elevations within the San Timoteo Subbasin have not declined over the years which is likely due to the constant flow of treated wastewater from YVWD that flows through San Timoteo Creek.

The San Timoteo Subbasin was originally designated by DWR as a medium-priority groundwater basin subject to SGMA. In 2017, the San Timoteo Groundwater Sustainability Agency was formed by a Memorandum of Agreement (MOA) between the City of Redlands, SGPWA, BCVWD and YVWD to manage the non-adjudicated portion of the San Timoteo Subbasin. In 2018, Eastern Municipal Water District submitted a Basin Boundary Modification Request for the San Timoteo Subbasin that was subsequently approved by DWR.

In 2019, the basin was reprioritized as a very low priority by DWR and therefore preparation of a GSP is not required by SGMA, but encouraged and authorized. In 2020, a revised MOA was

adopted by YVWD, the City of Redlands, BCVWD and the City of Banning reforming the San Timoteo GSA to further the shared intent of the parties to maximize funding opportunities, increase transparency and foster cooperation. It was agreed by the Parties of the San Timoteo GSA to establish Management Areas for the GSA for each agency's respective boundaries and to initially create separate GSPs for each Management Area that could be consolidated into a single GSP in the event that the priority of the basin is changed by DWR and a GSP is required. The lead agency for each management area, shown in Figure 3-5, is independently responsible for the development of a GSP for their respective Management Areas. The parties agreed to work together and with local stakeholders to carry out the policy, purposes, and requirements of SGMA within the boundaries of the San Timoteo GSA.

The adjudicated portion of the San Timoteo Subbasin, the Beaumont Basin Adjudicated Area, is managed by the Beaumont Basin Watermaster and not the San Timoteo GSA, as discussed in the following section.

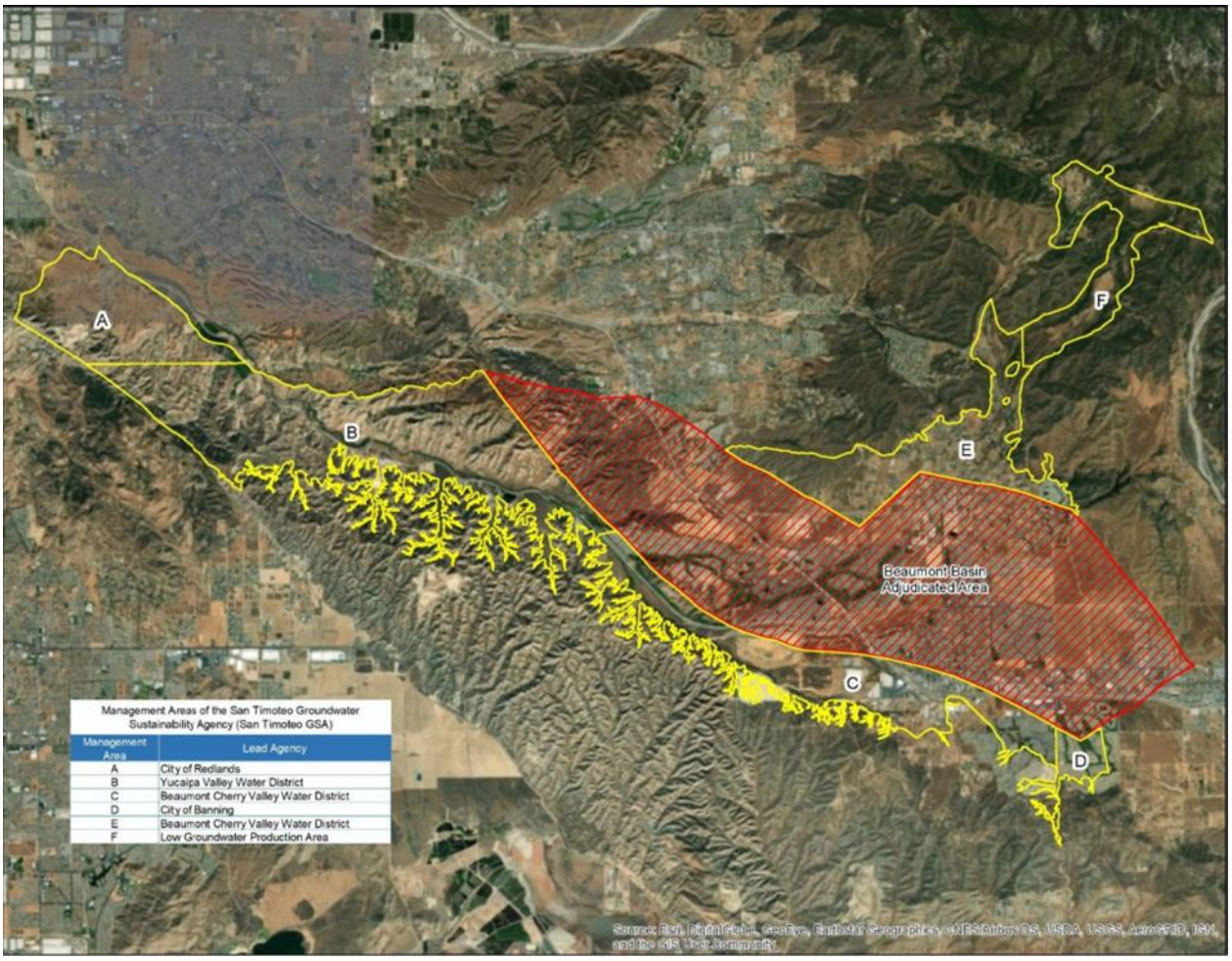

Figure 3-5: San Timoteo Subbasin Management Areas

3.2.6.1 Beaumont Groundwater Basin

DWR considers the Beaumont Groundwater Basin to be composed of two other groundwater basins, primarily the San Timoteo sub basin of the Upper Santa Ana Valley Groundwater Basin (DWR 8-02.08) and the San Gorgonio Pass Sub basin (No. 7-21.04). Locally, the Beaumont Basin is treated as a distinct basin. The Beaumont Basin is one of the sources used by YVWD and SMWC.

The Beaumont Basin is located in northwestern Riverside County, south of the Yucaipa Basin. The basin eventually drains to San Timoteo Creek, a tributary of the Santa Ana River, and covers approximately 26 square miles. Groundwater elevations generally slope from the northeast to southwest in the basin.

Groundwater within the basin is predominantly found in Holocene age alluvium and in the San Timoteo Formation. While the San Timoteo Formation extends to depths in excess of 1,500 feet, water bearing sediments within the Beaumont Basin exist to depths of 700 to 1,000 feet.

Estimates for total groundwater storage capacity within the basin vary. The Beaumont Basin storage capacity is estimated at approximately 1,000,000 AF.

In February 2004, the San Timoteo Watershed Management Authority filed a judgment adjudicating the groundwater rights in the Beaumont Basin and assigned the Beaumont Basin Watermaster (BBW) with the authority to manage the groundwater basin. The Beaumont Basin Watermaster is comprised of managers from the Beaumont Cherry Valley Water District, City of Banning, City of Beaumont, SMWC, and YVWD. The Beaumont Basin Watermaster originally established a long-term yield for the Beaumont Basin of 8,560 AFY. The adjudication of the Beaumont Basin has defined overlying and appropriator pumping rights and also allows for supplemental water to be stored and recovered from the basin.

The safe yield is reevaluated every ten years and on April 1st, 2015, the BBW approved the adoption of Resolution 2015-01 (2013 Reevaluation of the Beaumont Basin Safe Yield Report and Redetermination of the Safe Yield of the Beaumont Basin), which reduced the safe yield to 6,700 AFY. The 2023 Reevaluation of the Beaumont Basin Safe Yield recommended a Safe Yield of 7,100 AFY for 2024 through 2033.

The Beaumont Basin Watermaster Website provides copies of the Judgment, Annual Reports and related information: https://beaumontbasinwatermaster.org/.

The Judgement includes a controlled overdraft (temporary surplus) provision that allows extraction up to 160,000 AF over the 10-year period immediately following the Judgement inception. During the first 10 years, the agencies could extract 16,000 AFY; after the first 10 years, extractions are limited to the amount each agency has in storage or credit. Agencies must provide the BBW with funds necessary to replace any amount of overproduction that may have occurred over a 5-year consecutive period.

3.2.7 Recharge Area Programs

Conjunctive use of surface water and groundwater is a long-standing practice in the Region with artificial recharge of the Region's groundwater basins occurring as early as 1912. Storage of imported water and local surface water during wet years, as well as recycled water, helps the Region be resilient to drought and agencies have already invested in groundwater wells to produce the stored water. Numerous groundwater spreading grounds have been developed to recharge the groundwater basins when adequate surface water supply is available. See Chapters 4 and 5 for a summary of estimated recharge for each groundwater basin in the Region and the volume of SWP expected to be available for recharge.

Because of the extremely permeable sand and gravel deposits in the Region's groundwater basins, maximum instantaneous recharge rates are high. Because of the size of several of the recharge basins and exceptionally permeable material, a larger quantity of water could be imported and recharged along the base of the San Bernardino Mountains, if necessary. Any additional recharge is carefully planned and implemented to avoid liquefaction and unacceptable decreases or increases in groundwater levels in the basins.

Numerous existing groundwater recharge facilities (spreading grounds or spreading basins) are located in the SBB, Rialto-Colton, and Yucaipa Subbasins. Existing and proposed recharge basins are shown in Figure 3-6 and selected characteristics are summarized in Table 3-10.

SBVWCD facilities are used for both native water (Safe Yield), additional stormwater (new Santa Ana River water rights), and SWP recharge. In addition to incidental stormwater capture, existing turnouts provide SWP water to most recharge facilities.

Table 3-10: Regional Recharge Basins

Facility Name	Owner	Underlying GW Basin	Recharge Water Sources
Waterman Basin	SBCFCD	SBB/Bunker Hill A	Stormwater, SWP
East Twin Creek Spreading Grounds	SBCFCD	SBB/Bunker Hill A	Stormwater, SWP
Redlands Recharge Basins	Redlands	SBB/Bunker Hill B	Treated Wastewater (disposal)
Lytle Creek North WRP Effluent Disposal Ponds	San Bernardino County Special Districts Department (SBCSDD)	SBB/Lytle Basin	Treated Wastewater (disposal)
Wilson Basin	SBCFCD	Yucaipa Basin	Stormwater, SWP
Sweetwater Basins	SBCFCD	Bunker Hill	Stormwater, SWP
Santa Ana	SBVWCD	SBB/Bunker Hill B	Local surface water, SWP
Santa Ana Low	SBVWCD	SBB/Bunker Hill B	Local surface water, SWP
Mill Creek	SBVWCD	SBB/Bunker Hill B	Local surface water, SWP
Oak Glen	SBCFCD, YVWD	Yucaipa Basin	Stormwater, SWP
County Line Road Recharge Basin	SMWC, SBVMWD, SGPWA	Yucaipa Basin	SWP
Weaver Basins	San Bernardino Valley	SBB/Bunker Hill B	Recycled Water for groundwater recharge

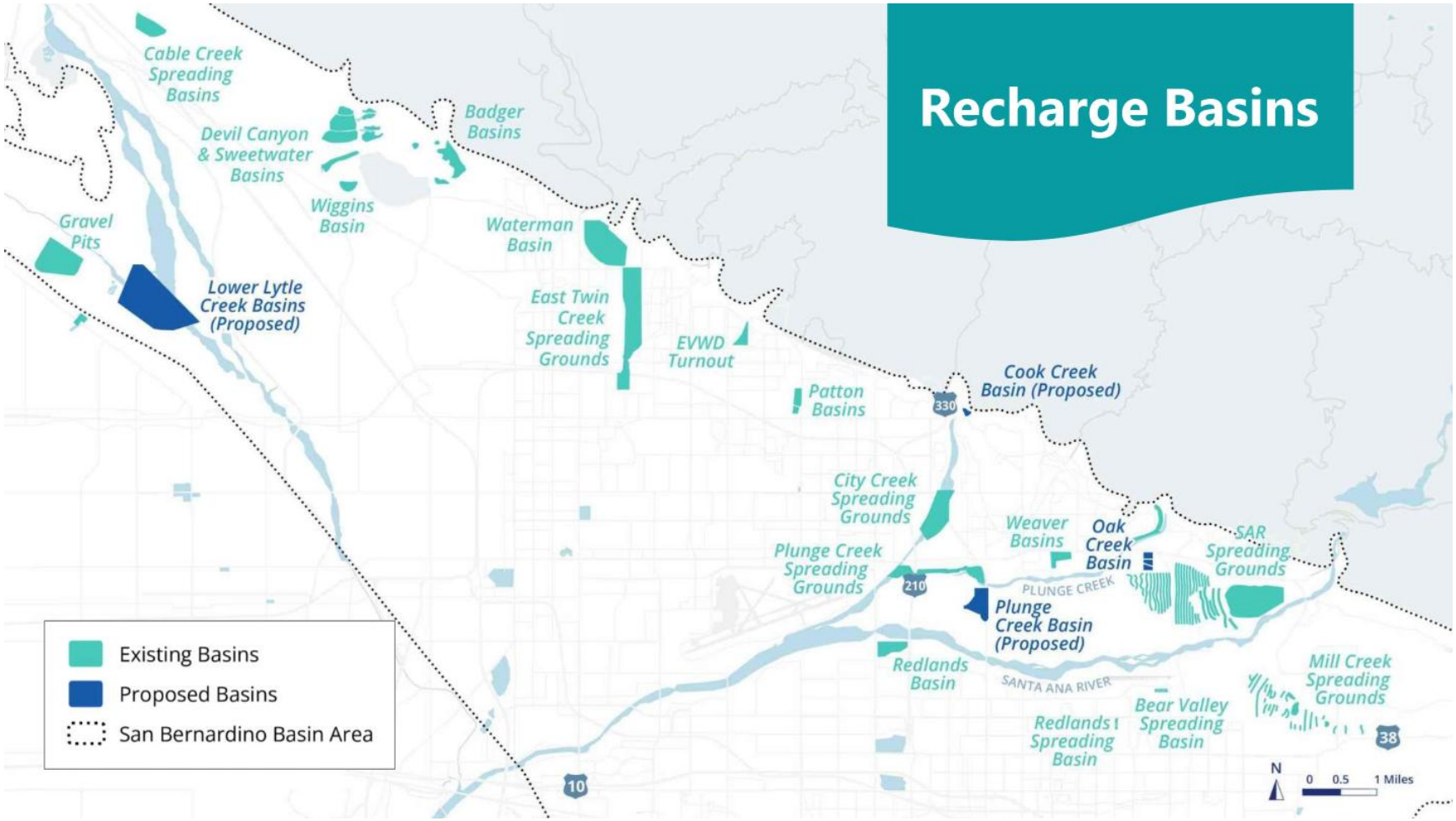

Figure 3-6: Groundwater Recharge Basins, from San Bernardino Basin Context Summary (WSC, 2024)

3.3 Surface Water

As described in Section 3.2.1.13.2.1 and 3.2.2, surface water supplies in the Region include flows from the Santa Ana River and two if its tributaries, Mill Creek and Lytle Creek. All these sources are managed in conjunction with SBB groundwater per the terms of the Western Judgment and the 1924 Lytle Creek Basin Judgment.

The retail water agencies in the Region that divert and treat local surface water as part of their potable water supply are West Valley Water District (who also diverts surface water rights on behalf of the City of Rialto), the City of Redlands, East Valley Water District and Fontana Water Company. Additionally, there are numerous other surface water rights holders in the Region that divert water for non-potable irrigation use.

Surface water flows can be highly variable from year to year. The largest monthly flows typically occur in February and March, and the lowest monthly flows typically occur between August and October. When surface water is available, retail water agencies typically prioritize this supply due to the typically high quality and low cost gravity conveyance to the treatment plants. When surface water flows are low, or the quality is degraded due to high storm flows, fires, or other impacts, retail agencies and other water rights holders shift their supply strategy to use groundwater and/or SWP water instead of local surface water. The associated water rights can be produced as either surface water or groundwater so the total supply available to these agencies does not change. SAR and Mill Creek surface water flows that are not diverted by retail suppliers for treatment, are generally recharged to retain the supply for future use as groundwater.

3.4 Stormwater

As discussed previously, stormwater capture is a critical component of the Region's conjunctive use and groundwater management strategy. Stormwater management has been an ongoing challenge in the Region and flood control facilities, such as detention basins, have provided much needed control of these flows. While conveying flood water safely through the upper SAR watershed is of critical importance, detaining runoff for recharge is also desirable. The region's groundwater managers are working with flood control agencies to optimize the use of these flood control facilities to increase the recharge of stormwater into the groundwater basin. The goal is to strike a balance between flood control and recharge that will ensure protection from flooding, while providing additional supplies to meet growing future demands and to supplement these supplies during drought years. San Bernardino Valley has had an agreement with SBCFCD since 1972 which allows San Bernardino Valley to recharge water in flood control detention basins. Additionally, the Conservation District has a Planning Memorandum of understanding (MOU) with SBCFCD that identifies SBCFCD facilities where stormwater may be diverted for recharge purposes, granted that diversion does not impact SBCFCD's facilities functionality and purpose to maintain protection from floods. Future studies pertaining to eligible facilities, the amount and quality of storm water flows for recharge, the location and capacity of SBCFCD facilities, recharge impacts to groundwater levels, migration of contaminant plumes, sand and gravel extraction or other land uses in the vicinity, subsidence protection, endangered and sensitive species habitat preservation, and any other concerns will need to be evaluated (San Bernardino County Flood Control District, January 2021).

The native water historically captured and recharged at the existing recharge facilities is embedded in the natural safe yield calculations for the SBB, except for the additional amount the Watermaster determined to be New Conservation because of the construction of Seven Oaks Dam. For proposed recharge activities that were not part of the safe yield calculation, the Western -San Bernardino Watermaster evaluates whether the recharge will result in a net increase to the SBB that would be considered New Conservation under the Western Judgment.

3.5 Recycled Water

The development and utilization of recycled water is another important water supply strategy for the Region. Although implementing recycled water infrastructure requires significant capital investment, the supply is highly reliable because wastewater flows to treatment plants remain relatively constant during dry hydrologic conditions. For this reason, recycled water is often considered a "drought-proof" supply.

Some retail agencies in the Region provide recycled water to their customers for non-potable use, such as irrigation and industrial cooling water. The Region has also recently begun using recycled water for groundwater recharge in the SBB. Recycled water produced in the San Bernardino Valley service area that is not currently used for non-potable reuse or groundwater recharge is either disposed of in disposal ponds that overlie SBB or discharged to the SAR or its tributaries. Recycled water discharges have become a critical source of water that sustains habitat in natural rivers and streams, including the Santa Ana Sucker, which is a Federally listed endangered species. Development of new recycled water supplies in the upper SAR watershed must be balanced with the need to conserve and maintain this habitat in accordance with the Upper Santa Ana River Habitat Conservation Plan (River HCP), which is under review by the United States Fish and Wildlife Service and is anticipated to be approved in 2026. Additionally, recycled water discharges to SAR are used to meet the Region's downstream obligations. San Bernardino Valley contracted with the City of San Bernardino and the City of Colton to ensure that the RIX facility continues to release quantities of treated effluent to the SAR adequate to fulfill San Bernardino Valley service area's obligation to provide 15,250 AF of baseflow each year at the Riverside Narrows as called for in the Orange County Judgment.

Wastewater treatment facilities in the Region are described in the next section, followed by a description of existing and planned recycled water programs in the Region. Potential recycled water supplies for each retailer are described in their respective chapters in Part 2. Anticipated recycled water supplies are included in the regional summary of supplies in Chapters 4 and 5.

3.5.1 Wastewater

There are 8 publicly owned WWTPs located within the Region as shown in Table 3-11.

Table 3-11: Wastewater Treatment Plans in the Region

FACILITY	INFLUENT FLOW SOURCE	CAPACITY (MGD)	2025 AVERAGE FLOW (MGD)	EFFLUENT USE
San Bernardino County Special Districts Department Lytle Creek North WRP	SBCSDD, WVWD	1.75	0.4 (est.)	Non-potable reuse for Irrigation and Dust Control Remaining discharged onsite disposal ponds
Rialto WWTP	Rialto	11.7	7	Discharged to Rialto Channel/SAR
Colton WRP	Colton & RHWC	10.4	5	Conveyed to RIX
SBMWD WRP	SBMWD, Loma Linda	33	15	Conveyed to RIX. Planned TTS will produce RW for groundwater recharge
RIX WWTP	Colton WRP & SBWRP	40	19	100% Discharged to SAR
Redlands WWTF	Redlands	9.5	5	Non-potable reuse for Irrigation and Industrial Remaining discharged to onsite disposal ponds
YVWD WRWRF	YVWD	8	3.8 (est.)	Non-potable reuse for irrigation Remaining discharged to San Timoteo Creek Groundwater recharge (planned)
EVWD SNRC	EVWD	8	6	Groundwater recharge

3.5.2 Recycled Water Programs

Several agencies in the Region have existing recycled water programs or plans to improve recycled water production capacity and use in the future, as discussed in the following subsections.

3.5.2.1 Regional Recycled Water System

SBVMWD, SBMWD, City of Redlands and EVWD have partnered to form the Bunker Hill Regional Recycled Water Coalition to facilitate recharge or disposal of recycled water into the SBB and to construct a Regional Recycled Water System.

In 2024, EVWD began operating the Sterling Natural Resource Center (SNRC), a water reclamation plant which produces tertiary treated recycled water that is used for groundwater recharge at the Weaver Basins, a set of recharge basins on the north side of the Santa Ana River that are owned by SBVMWD. SNRC's treatment train includes headworks, fine screens, membrane bioreactor (MBR) with aeration tanks, and ultraviolet (UV) disinfection. The facility also includes a food waste handling system, odor control, and anaerobic digesters for solids. SNRC's current capacity is 8 MGD with provisions to be expanded to 10 MGD (11,200 AFY) under buildout conditions within EVWD's service area. SNRC came online in early 2024, operating at 6 MGD after all planned flow had been diverted to SNRC. Since the Weaver Basins are the only discharge point, all 6 MGD is being recharged into SBB and all future flows are planned to be discharged there as well.

SBMWD's Water Reclamation Plant (SBWRP) is a 33 MGD secondary water reclamation facility located at 399 Chander Place, San Bernardino, CA 92408 that treats wastewater from the cities of Loma Linda and San Bernardino and nearby San Bernardino County areas. The SBWRP formerly also treated wastewater from EVWD until the construction of SNRC. The SBWRP was constructed in 1958 and produces secondary effluent through a treatment train consisting of headworks, primary clarifiers, aeration basins, and secondary clarifiers. The SBWRP currently treats approximately 15 MGD.

Effluent from the SBWRP is conveyed to a separate facility where it combines with secondary effluent from the City of Colton's WWTP and is treated to tertiary standards at the Rapid Infiltration and Extraction (RIX) facility. The RIX process works by distributing effluent to percolation basins adjacent to the Santa Ana River, where it undergoes soil aquifer treatment and is then extracted by downgradient wells, treated by UV disinfection, then discharged to the Santa Ana River. The RIX facility also has cloth filtration and granular media filtration systems that can be used when additional capacity is needed. Effluent from the RIX plant is considered tertiary by CCR Title 22 standards. The RIX discharge to the Santa Ana River is used to meet flow obligations from both the 1969 Orange County Judgment and the River HCP, although the discharge is currently more than what is required to meet those commitments and can be reduced.

The Tertiary Treatment System (TTS) adds tertiary treatment after the secondary treatment train on the SBWRP site. TTS Phase 1 is complete and produces recycled water for onsite use only at the SBWRP. Phase 2 of TTS would consist of additional cloth disk filters, UV disinfection, discharge pumping facilities, and an extension of the Regional Recycled Water Pipeline to the SBWRP so tertiary effluent can be recharged at the Weaver Basins. SBMWD is also considering a future TTS Phase 3 to produce additional recycled water for recharge, provided there is excess flow beyond the discharge obligations.

SBVMWD owns the Weaver Basins and the Regional Recycled Water Pipeline, which conveys recycled water from SNRC to the Weaver Basins. A future phase may expand the pipeline to ultimately convey TTS Phase 2 recycled water from TTS to the Weaver Basins. The Regional Recycled Water System is shown in Figure 3-7.

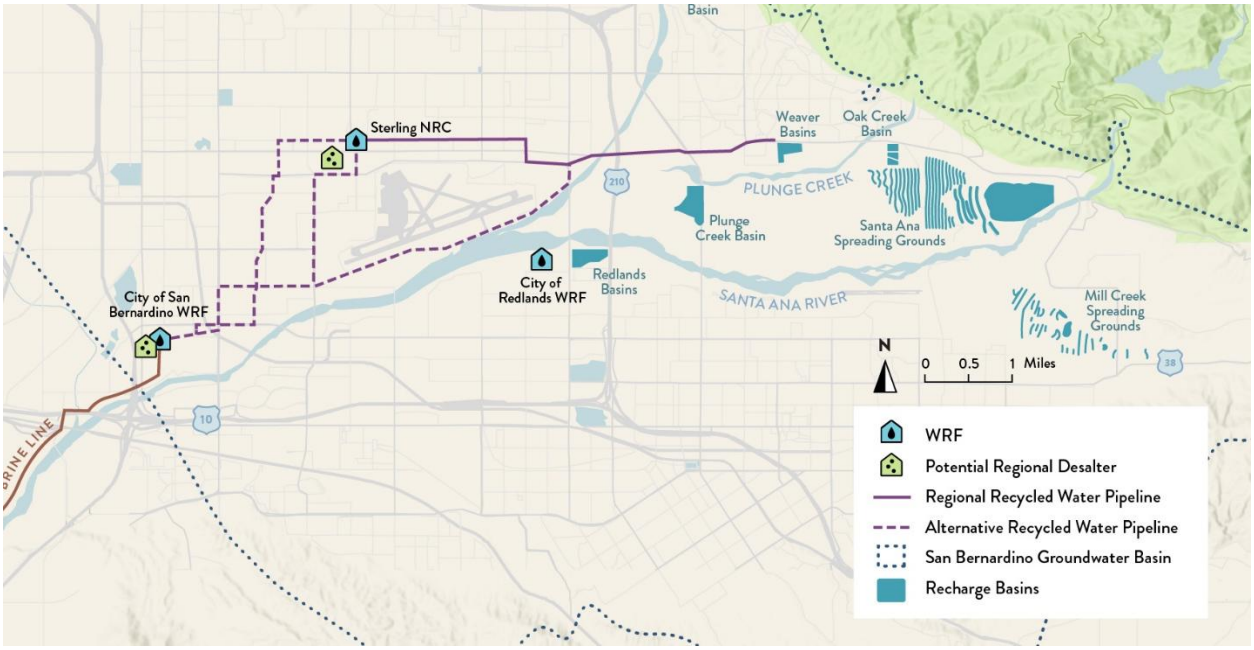

Figure 3-7: Regional Recycled Water Facilities

3.5.2.2 Recycled Water Use for Redlands

Redlands operates the Redlands Wastewater Reclamation Facility (WRF), a 9.5 MGD water reclamation facility that treats wastewater from the City of Redlands. The WRF was constructed in the 1960s and produces both secondary and tertiary effluent through a 6.5 MGD capacity MBR plant and a 3.0 MGD capacity conventional activated sludge plant. Tertiary effluent is provided to customers for irrigation and industrial use. Secondary effluent from the conventional plant is disposed of in a set of disposal ponds (the Redlands Basins) that overlie SBB south of the Santa Ana River. Redlands recently finished a preliminary design to expand recycled water deliveries within their 1350 pressure zone to assist in meeting peak irrigation demands in their blended non-potable/recycled system.

3.5.2.3 Recycled Water Use for City of Rialto

The City of Rialto operates the Rialto WWTP which was originally constructed in 1955 and serves the City of Rialto, portions of the Cities of Colton and Fontana, and unincorporated areas of San Bernardino County. It has been upgraded and expanded multiple times, most recently in 2020. Following secondary treatment, the current treatment train includes cloth disk filters and chlorination with sodium hypochlorite to meet California Title 22 tertiary recycled water standards. The City of Rialto uses plant effluent for various functions around the WWTP and formerly delivered water to Caltrans for irrigation of the I-10 median but does not currently use or sell recycled water. Rialto currently discharges all of its tertiary treated effluent to the Rialto Channel, which is tributary to the SAR.

The City of Rialto currently has a requirement to provide 7 cfs or 3.8 MGD for the benefit of the habitat in the Rialto Channel/Santa Ana River. For the protection of the habitat in the Santa Ana River, the River HCP identified that it is desirable to remove the Rialto WWTP flows from the Rialto Channel during the summer months, when the temperature of the water has an adverse impact on native species. The City of Rialto is currently designing the Habitat Nature Center Project, a roughly 8-acre lake and wetland facility located on the south side of the Rialto WWTP property. The lake will be filled with dechlorinated effluent from the Rialto WWTP via a series of fill laterals on the north and west sides of the lake and will be drained using a pump station in the southeast corner of the lake which will discharge into the Rialto Channel at the same location as the Rialto WWTP's existing discharge point. Habitat Nature Center's purpose is to provide wetland habitat, improve water quality, remove salt and nitrogen from the Santa Ana River ecosystem, and reduce discharge temperatures for downstream sensitive fish species, while also providing walking space and educational opportunities. The required inflow for Habitat Nature Center is not yet finalized but is estimated to be approximately 1 MGD.

The City of Rialto also entered into a long-term recycled water purchase agreement with the Inland Empire Utilities Agency (IEUA) in 2022. Under the agreement, which has a 50-year term, Rialto sells a portion of its excess tertiary recycled water supply that would otherwise be discharged to the Santa Ana River, particularly during the summer months when removing the discharge from the Rialto Channel provides habitat benefits. Under the agreement, IEUA will have exclusive rights to divert a constant flow of 7 MGD of Rialto's recycled water into the IEUA recycled water system annually from May 1st to October 31st, and IEUA may purchase additional recycled water when available.

3.6 Transfers and Exchanges

3.6.1 Transfers and Exchanges

Regional exchange programs are discussed in this section and agency specific transfers and exchanges are discussed in chapters for each individual agency in Part 2.

3.6.1.1 Exchange Plan

On May 3, 1976, the San Bernardino Valley Water Conservation District (Conservation District), San Bernardino Valley, BVMWC, City of Redlands, Crafton Water Company, EVWD, Lugonia Water Company, North Fork Water Company (now owned by EVWD), Redlands Water Company, and YVWD entered into the Santa Ana River – Mill Creek Cooperative Water Project Agreement (Exchange Plan). The Exchange Plan provided a way for San Bernardino Valley to provide SWP water to the Yucaipa area, by exchange, before San Bernardino Valley had a pipeline to deliver SWP water directly to Yucaipa. Since the construction of the State Water Project East Branch Extension and the Crafton Hills Pump Station, SWP water deliveries can be made directly to Yucaipa so that San Bernardino Valley no longer requires the Exchange Plan.

In 2019, the parties to the Exchange Plan began the process of reviewing the plan to determine if it would be beneficial to amend the agreement to enable exchanges that may help the region overcome issues like varying surface water quality, or an outage on the State Water Project. The discussions did not result in an amendment to the Exchange Plan but may be revisited again in the future. The original Exchange Plan is still in effect.

3.6.1.2 Metropolitan Coordinated Operating Agreement

In 2021, SBVMWD entered into a new Coordinated Operating Agreement (COA) with Metropolitan that would sell them SBVMWD's surplus imported water when available; this COA replaced the previous version that expired in 2016. One of the terms of the COA requires Metropolitan to offer 50% of any surplus water purchased under this agreement to their member agencies in the SARCCUP Program. The COA is included in Part 3 Appendix B.

3.7 Groundwater Banking Programs

As stated previously, storing water in local groundwater basins during wet years for later use during droughts is one of the primary management strategies in the Region.

3.7.1 SARCCUP and BHCUP

The five regional water agencies in the Santa Ana River Watershed have identified a watershed scale project, the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP), a cooperative program with Metropolitan and other agencies in the Santa Ana Watershed to store imported water during wet years for use during dry years.

The group includes representatives from the following regional water agencies:

- San Bernardino Valley
- Western
- Eastern Municipal Water District
- IEUA
- Orange County Water District

The program goals of SARCCUP include:

- Providing watershed-wide benefits based upon regional collaboration
- Creating significant new dry-year yield
- Increasing the resiliency and reliability of the water supply

SARCCUP includes four separate groundwater banks located in different groundwater basins within the Santa Ana Watershed, including a comprehensive conjunctive use program in the SBB. SARCCUP will provide water for the SBB and the companion project, Bunker Hill Conjunctive Use Program (BHCUP) provides the extraction facilities for the SBB.

Conjunctive use will benefit the retail water agencies with wells in the San Bernardino Basin by increasing water levels and reducing pumping costs. The portion of these projects ultimately available to agencies in the San Bernardino Valley can provide up to 29,500 acre-feet of dry year yield (single year) for up to three years.

3.8 Development of Desalination

3.8.1 Opportunities for Brackish Water and/or Groundwater Desalination

Desalination, or desalting, is a process to create drinking water from water containing higher salt levels. Desalination can use a thermal distillation process or a membrane process (such as electrodialysis or reverse osmosis). All desalination processes produce a brine waste stream that must be disposed of. Brackish groundwater desalting is not currently needed in the San Bernardino Valley.

3.8.2 Opportunities for Seawater Desalination

Because the San Bernardino Valley is an inland area and has developed less costly management strategies to achieve a reliable water supply, the region is not pursuing this option.

3.9 Water Quality

This section discussed the water quality of each of the Region's supplies, along with associated impacts to supply reliability.

3.9.1 Imported Water Quality

San Bernardino Valley imports water through the SWP which is Sierra snow melt with consistently low TDS levels of 200 to 300 mg/L (DWR 2003a) except during periods of drought, flood events, reservoir management practices, and salt input from local streams.

DWR has conducted water quality monitoring for the SWP since 1968. Initially, this program sought to monitor eutrophication (an increase in chemical nutrients) and salinity in the SWP. Over time, the water quality program expanded to include parameters of concern for drinking water, recreation, and wildlife. Water quality samples are collected at regular intervals throughout the year for chemical, physical, and biological parameters. The SWP water has moderate total organic carbon levels, resulting in higher disinfection byproduct (DBP) formation, and also has some taste and odor causing compounds. Real time data and forecasting for SWP water quality is available on DWR's website (https://water.ca.gov/Programs/State-Water-Project/Operations-and-Maintenance/Water-Quality). SWP quality is suitable for treatment and potable use and for groundwater recharge.

In order to protect against any water quality impacts from imported water, the City of Corona, City of Riverside, Eastern Metropolitan Water District, Elsinore Valley Municipal Water District, Orange County Water District, San Bernardino Valley, San Gorgonio Pass Water Agency, and Western (Recharge Parties) entered into the "Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the Santa Ana River Basin" with the SARWQCB in 2007. The initial term of the agreement was 10 years, and it has been extended to January 18, 2028 and is expected to continue into the foreseeable future.

This order states that long-term conjunctive use of groundwater in the Region requires that the quality of water in groundwater basins in the region be managed to meet the water quality objectives for nitrogen and TDS (collectively, the Salinity Objectives) adopted by the SARWQCB in the 1995 Water Quality Control Plan for the Santa Ana River Basin, as amended in 2004 by R8- 2004-0001 (Basin Plan).

The parties that recharge imported water within the Santa Ana Region (Recharging Parties) agree to collect, compile, and analyze the total inorganic nitrogen (TIN) and TDS water quality data necessary to determine whether the intentional recharge of imported water in the region may have a significant adverse impact on compliance with the Salinity Objectives within the Region.

This agreement provides a framework for groundwater recharge of imported water and will facilitate conjunctive management in the region while protecting water quality. A copy of the agreement is included in Part 3 Appendix B.

3.9.2 Groundwater Quality

Groundwater quality varies among the Region's groundwater basins due to geology and faulting patterns and recharge points, and from anthropogenic sources of contamination.

3.9.2.1 Ambient Water Quality

The Basin Plan for the Santa Ana River Basin (Region 8) requires the implementation of a watershed-wide TDS and nitrogen groundwater monitoring program to determine ambient water quality (AWQ) in groundwater, assess compliance with groundwater quality objectives, and determine if assimilative capacity exists in groundwater management zones (GMZs). To date, seven AWQ determinations have been made with the most recently completed for the 1998 to 2018 time period. The AWQ computation for the period through 2021 is expected to be complete in 2026, after which the AWQ will be recomputed every 5 years. The AWQ computation for the period through 2026 is expected to be complete in 2028. The GMZs are shown in Figure 3-8.

According to the Basin Plan (RWQCB, 2016a): "TDS and nitrate-nitrogen water quality objectives for each management zone are based on historical concentrations of TDS and nitrate-nitrogen from 1954 through 1973 and are referred to herein as the 'antidegradation' objectives. This period brackets 1968, when the State Water Resources Control Board (State Water Board) adopted the state's antidegradation policy in Resolution No. 68-16, "Policy with Respect to Maintaining High Quality Waters". This Resolution establishes a benchmark for assessing and considering authorization of degradation of water quality.

By definition, assimilative capacity is determined to be the difference between the objective and the current AWQ: if the current quality of the GMZ is better than the water quality objective, then assimilative capacity exists. Assimilative capacity does not exist if the current quality of a GMZ is the same as or poorer than the water quality objectives.

According to the Basin Plan (RWQCB, 2016a), when a GMZ has little or no assimilative capacity: "The Regional Board addresses such situations by providing dischargers with the opportunity to participate in TDS offset programs, such as the use of desalters, in lieu of compliance with numerical TDS limits. These offset provisions are incorporated into waste discharge requirements . . . An alternative that dischargers might pursue in these circumstances is revision of the TDS or nitrogen objectives, through the Basin Plan amendment process. Consideration of less stringent objectives would necessitate comprehensive antidegradation review, including the demonstrations that beneficial uses would be protected and that water quality consistent with maximum benefit to the people of the State would be maintained . . . a number of dischargers have pursued this 'maximum benefit objective' approach, leading to the inclusion of 'maximum benefit' objectives and implementation strategies in this Basin Plan.

Discharges to areas where the 'maximum benefit' objectives apply will be regulated in conformance with these implementation strategies."

The 2021 AWQ for the GMZs with "maximum benefit" objectives were determined in 2023 for the Yucaipa GMZ and the San Timoteo GMZ. The 2021 AWQ for the remaining GMZs is expected to be complete in 2026, after which the AWQ will be recomputed every 5 years. The AWQ computation for the period through 2026 is expected to be completed in 2028 (West Yost, October 2023). Table 3-12 shows the water quality objectives for both TDS and Nitrate for the nine (9) groundwater GMZs used within the Region. As shown in the table below, the San Timoteo and Yucaipa GMZs have "maximum benefit" water quality objectives that require the implementation of certain projects and programs by specific dischargers as part of their maximum benefit demonstrations is required for the continued application of the "maximum benefit" objectives. The bold orange numbers in the table indicate that the 2018 AWQ is above the WQO and assimilative capacity does not exist.

Table 3-12: Total Dissolved Solids Water Quality Objectives, Ambient Water Quality, and Assimilative Capacity

GROUNDWATER MANAGEMENT ZONE	DWR BASIN NAME	WATER QUALITY OBJECTIVE	2018 AMBIENT TDS	WATER QUALITY OBJECTIVE NITRATE	2018 AMBIENT NITRATE
Bunker Hill-A	SBB	310	**330**	2.7	**3.9**
Bunker Hill-B	SBB	330	280	7.3	5.8
Lytle	SBB	260	240	1.5	**2.4**
Colton	Rialto-Colton	410	**490**	2.7	**3.3**
Rialto	Rialto Colton	230	**240**	2.0	**3.4**
Riverside A	Riverside-Arlington	560	440	6.2	5.6
San Timoteo, "maximum benefit"	San Timoteo	400	**420**	5.0	2.0
San Timoteo, "antidegradation"	San Timoteo	300	**420**	2.7	2.0
Yucaipa, "maximum benefit"	Yucaipa	370	320	5.0	**6.2**

GROUNDWATER MANAGEMENT ZONE	DWR BASIN NAME	WATER QUALITY OBJECTIVE	2018 AMBIENT TDS	WATER QUALITY OBJECTIVE NITRATE	2018 AMBIENT NITRATE
Yucaipa, "antidegradation"	Yucaipa	320	320	4.2	**6.2**

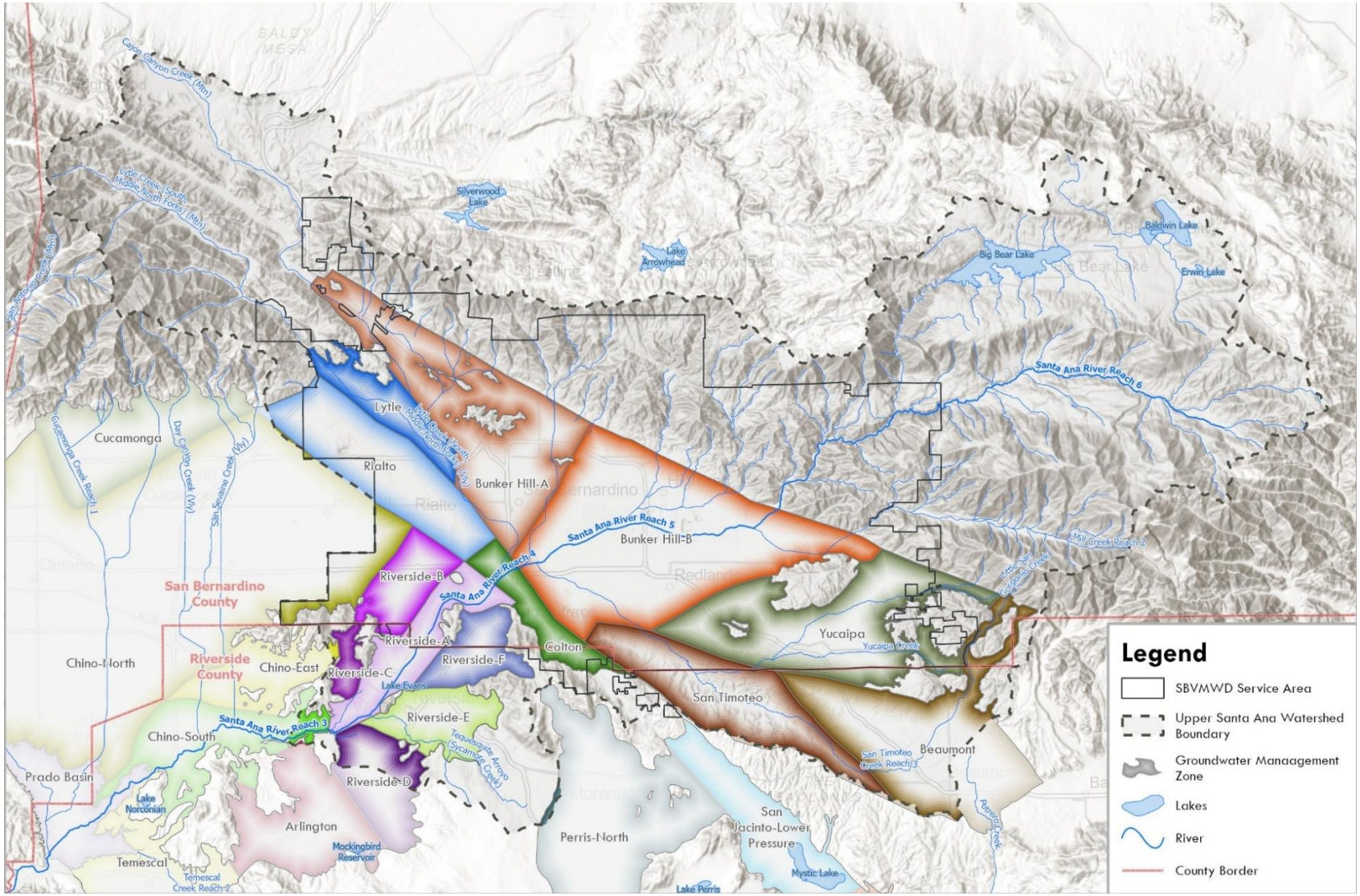

Figure 3-8: Groundwater Management Zones in the Region

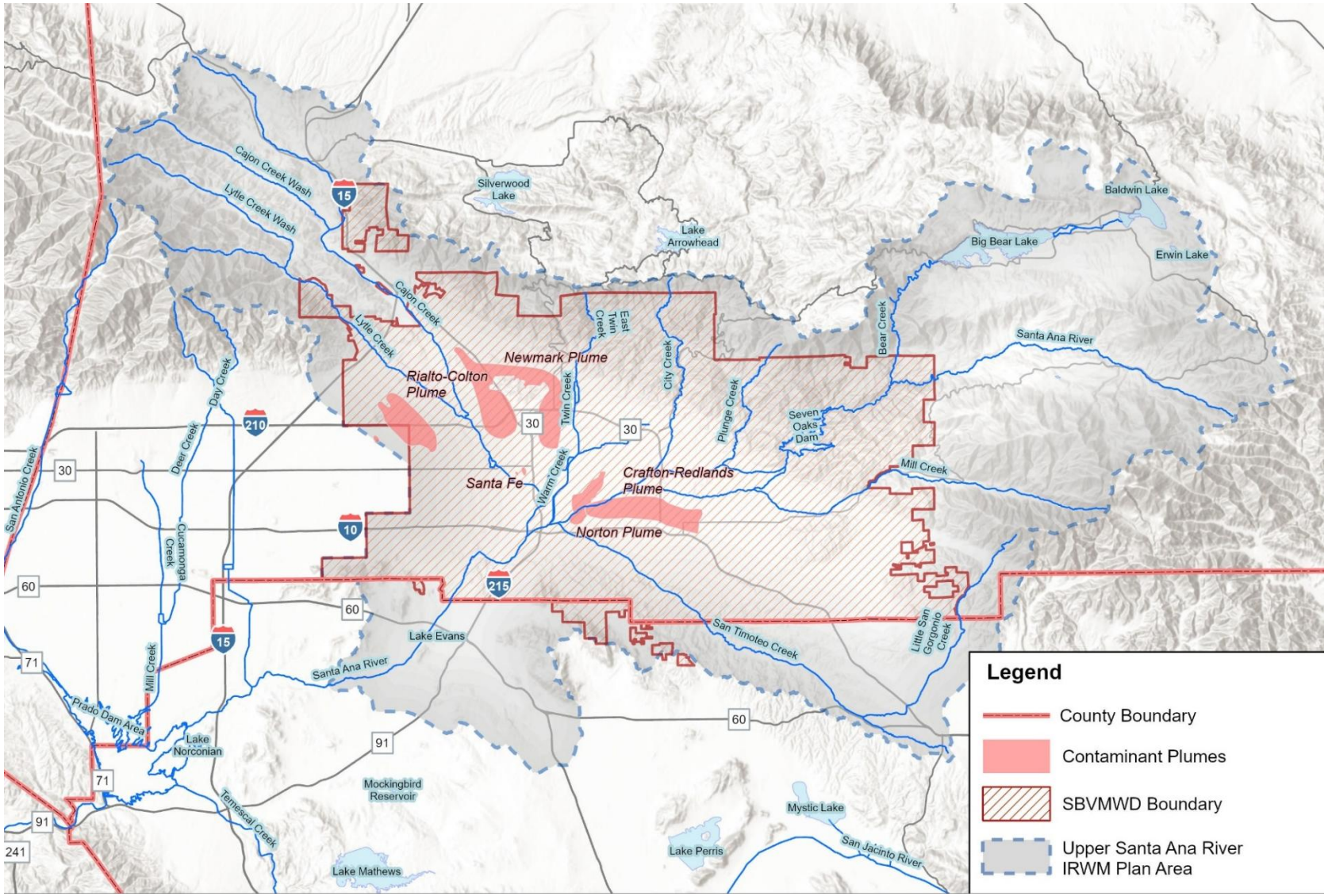

Figure 3-9: Groundwater Contaminant Plumes in the Region

3.9.2.2 Groundwater Plumes

The Region has the following groundwater contaminant plumes, described further below and depicted in Figure 3-9:

- The Crafton-Redlands plume, with trichloroethylene (TCE) and lower levels of perchloroethylene (PCE), debromochloropropane (DBCP) and perchlorate (SBB)
- The Norton Air Force Base TCE and PCE plume (SBB)
- The Muscoy and Newmark plumes near the Shandin Hills, which are Superfund sites with TCE and PCE (SBB)
- The Santa Fe plume with PCE, TCE, and 1,2 dichloroethylene (1,2-DCE) (SBB)
- Rialto Area Perchlorate Plume (Rialto-Colton Basin)
- North Riverside Basin MTBE Contamination (Riverside North Basin)

Separately from the foregoing remediation efforts, Fontana Water Company currently operates and maintains a groundwater remediation project at its Plant F10 pursuant to a long-term agreement with San Bernardino County, the owner and operator of the Mid Valley Sanitary Landfill and corresponding Clean-Up and Abatement Order issued to San Bernardino County by the RWQCB. The 5,000-gallons per minute (gpm) treatment plant utilizes liquid phase granular activated carbon to treat for volatile organic compounds including, but not limited to, PCE, TCE, 1,1-DCE, and cis-1,2-DCE. The plant treats and removes those contaminants from groundwater extracted from both the Rialto-Colton and No Man's Land sub basins.

3.9.2.2.1 Crafton-Redlands Plume

Two commingled plumes, comprising the Crafton-Redlands plume, have impacted water supply wells for the cities of Riverside, Redlands, and Loma Linda, including Loma Linda University wells since they were discovered in 1980. One plume contains TCE and the other perchlorate; both are in the upper 300 to 400 feet of groundwater. Both plumes are attributed to the former Lockheed Propulsion Company site located at the eastern end of the SBB. The site comprises 495 acres and was in operation from 1954 to 1974. Current RWQCB orders regarding the Crafton-Redlands plumes issued to Lockheed Martin Corporation (Lockheed) include Investigation Order No. 94-11, Cleanup and Abatement Order No. 94-37, and Cleanup and Abatement Order No. 97-58 (as amended by RWQCB Order No. 01-56). The Investigation Order No. 94-11 applies to the former Lockheed Propulsion Company site. Cleanup and Abatement Order No. 94-37 and Cleanup and Abatement Order No. 97-58 (as amended by Order No. 01-56) apply to the Crafton-Redlands TCE plume and perchlorate plume, respectively, both downgradient of the former Lockheed Propulsion Company site.

As required by the SARWQCB, Lockheed has prepared contingency plans to address impacts of the plume on water supply wells. These include blending, treatment, and/or providing alternative water supply sources. The remedy consists of four regional treatment plants and one wellhead treatment facility that are intended to treat water containing TCE and/or perchlorate with concentrations above the maximum contaminant level (MCL), which is 5 ppb for TCE and 6 ppb for perchlorate. Three of the treatment plants (Raub, Tippecanoe and Sunnyside) and the

wellhead treatment facility (Gage 46-1R-IX) are connected to City of Riverside water supply wells. One of the treatment plants (Richardson) is connected to City of Loma Linda water supply wells (Tetra Tech, Inc., 2022). In 2004, Lockheed installed a temporary perchlorate treatment system on the City of Redlands' Rees well to remove perchlorate. This system remained in operation until 2007 and was removed in 2009. In 2010, Lockheed funded the conversion of a portion of the existing granular activate carbon (GAC) treatment facility at the Rees well to ion exchange (IX) treatment for perchlorate removal and this system is currently in service, operated by City of Redlands.

As a result of the cleanup operation, the plumes have been contained and the quality of groundwater is improving. The mass of TCE and perchlorate in Basin groundwater has been on a 20- year declining trend and continues to decline. The areas of the TCE and perchlorate plumes have been shrinking for 20 years and continue to decline. The highest concentrations of trichloroethene and perchlorate in the Basin have also been on a general downward trend. Finally, the number of water supply wells that exceed the maximum contaminant level for trichloroethene and perchlorate have been declining. Based on 2021 data, four water supply wells exceed the MCL for TCE (Gage 51-1, Gage 29-3R, Richardson #5, and Mountain View #6). Based on 2021 data, several water supply wells currently exceed the MCL for perchlorate of industrial origin (Gage 29-3R, Gage 51-1, Gage 92-1, Richardson #5, Mountain View #6) (Tetra Tech, Inc., 2022). The maximum TCE concentration detected during the 2020 comprehensive groundwater sampling event was 13 ppb and the maximum perchlorate concentration detected during the 2020 comprehensive groundwater sampling event was 47 µg/L (Tetra Tech, 2020).

3.9.2.2.2 Norton Air Force Base Plume

The Norton Air Force Base plume, located just to the southwest of the former installation in the City of San Bernardino, is a major contaminant plume, consisting primarily of TCE and PCE. The plume has impaired 10 wells owned by the City of Riverside and the City of San Bernardino. Cleanup efforts by the Air Force, consisting of soil removal, soil gas extraction, and groundwater treatment, have significantly reduced this plume. The treatment plants now operate in a standby mode.

3.9.2.2.3 Newmark and Muscoy Plumes

Within the City of San Bernardino, the Newmark plume and the Muscoy plume consist primarily of PCE and TCE. The plumes have impacted San Bernardino water supply wells. Under the federal Superfund Program, the U.S. Environmental Protection Agency (EPA) has implemented cleanup of these plumes, including use of groundwater extraction and treatment using granulated activated carbon. The treated water is then used to supplement the City of San Bernardino's potable water supply.

3.9.2.2.4 Sante Fe Plume

The Santa Fe groundwater plume consists primarily of 1,2-DCE, TCE, and PCE. This plume is currently being monitored.

3.9.2.2.5 Rialto Area Perchlorate Plume

Since 2002, the SARWQCB has been conducting an investigation of groundwater contamination in the area of the City of Rialto. The focus of the investigation has been facilities located on a 160-acre site in Rialto. The site has also been designated as a Superfund site by the US EPA. In 2005 the SARWQCB Executive Officer issued a Cleanup and Abatement Order and subsequent amendments naming a number of responsible parties. Since that time, the Cleanup and Abatement Order has been the subject of challenges in petitions filed by entities named as parties responsible for the contamination.

In September 2010, EPA issued the Interim Action Record of Decision to the Source Area Operable Unit (SAOU) of the B.F. Goodrich Superfund Site, now referred to as the "Rockets, Fireworks, and Flares Superfund Site". The EPA's Remedy required Emhart Industries to install, operate, and maintain a groundwater pump and treatment system to intercept and control the spread of contaminated groundwater from the 160-acre parcel. The EPA Remedy is designed to capture and remove perchlorate and Trichloroethylene (TCE) in the groundwater in the Rialto-Colton Groundwater Basin emanating from a 160-acre parcel located in north Rialto.

On August 12, 2015, the Rialto, Colton, the County of San Bernardino and Emhart Industries (Emhart), entered into a Four-Party Implementation Agreement to implement the interim remedial action plan as required by the Consent Decree as entered on July 2, 2013. The remedial action required by the Work Consent Decree was selected and approved and overseen by the EPA. A copy of the Four Party Agreement is included in Part 3 Appendix B.

The County and Emhart agreed that the EPA Remedy would be combined with an existing groundwater extraction and treatment remedy designed and constructed by the County to capture and remove perchlorate and TCE in the Basin due to the landfill and required by the SARWQCB. This combined project is referred to as the "Combined Remedy" project.

The Combined Remedy includes:

1. Installing a new extraction well (EW-1), located at the northwest corner of Jerry Eves Park and piping to the water treatment system,
2. Expanding the existing County groundwater treatment system at the Rialto 3 well site to treat extracted water from EW-1,
3. Upgrading the chlorination station at the Combined Remedy site,
4. Constructing an inter-tie between Rialto and Colton to deliver Colton's water rights produced out of EW-1 and,
5. System improvements to the Colton's drinking water distribution system, specifically modifications made by Emhart to a reservoir and pump station.

3.9.2.2.6 North Riverside Basin MTBE Contamination

In 1988, the SARWQCB issued a Cleanup and Abatement Order to the SFPP Colton Fuel Terminal (owned by Kinder Morgan) located in Bloomington, California. The Terminal, which is located just south of the I-10 freeway on the east side of Riverside Avenue, is a bulk petroleum

storage and distribution facility which was built in the 1950s. It currently occupies 82 acres and contains 32 refined petroleum product tanks and fuel-loading racks where transport tanker trucks are filled.

In response to the Cleanup and Abatement Order, a monitoring and extraction well network for the Terminal was constructed. It consists of 131 wells in and around the Terminal as well as 14 soil vapor extraction wells. The site samples for Benzene, methyl tertiary butyl ether (MTBE) and tertiary butyl alcohol (TBA).

3.9.3 Surface Water Quality

Three reaches of the SAR run through the Region: Reach 6, which spans from the headwaters of the watershed to Seven Oaks Dam, Reach 5 which spans from Seven Oaks Dam to the San Jacinto Fault in San Bernardino and Reach 4 which spans from the San Jacinto Fault to Mission Blvd. in Riverside. Surface water is diverted from Reaches 5 and 6 for treatment, irrigation use and groundwater recharge. Treated wastewater effluent is discharged to Reach 4.

Reaches 1 and 2 of Mill Creek also run through the Region: Reach 1 spans from the confluence with Santa Ana River to the Bridge Crossing Route 38 at Upper Powerhouse and Reach 2 spans from the Bridge Crossing Route 38 at Upper Powerhouse to the Headwaters. Surface water is diverted for treatment, irrigation use and groundwater recharge.

Water quality within the Upper SAR watershed is addressed through several plans, regulations and guidelines including the Basin Plan, which includes beneficial use designations and water quality objectives. Those water bodies not meeting the Basin Plan water quality objectives and determined to have beneficial uses are listed on the State's 303(d) list of impaired water bodies and require a TMDL to be developed. Table 3-13 shows the water bodies in the Region watershed that are listed on the State's 303(d) list for water quality impairments.

Two TMDLs have been adopted to address the above impairments in the Upper SAR:

- TMDLs for Bacterial Indicators in the Middle Santa Ana River Watershed (February 3, 2005): Addresses pathogens in the Santa Ana River, Reach 3.
- Nutrient TMDL for Dry Hydrological Conditions for Big Bear Lake (April 21, 2006): Addresses nutrients in Big Bear Lake.

Table 3-13: 303(d) Listed Water Bodies in the Region

WATER BODY	IMPAIRMENTS
Big Bear Lake	Mercury, Noxious Aquatic Plants, Nutrients, PCBs
Lytle Creek	Pathogens
Mill Creek, Reach 1	Pathogens
Mill Creek, Reach 2	Pathogens
Santa Ana River, Reach 6 (Seven Oaks Dam to Headwaters)	Cadmium, Copper, Lead
Santa Ana River, Reach 4 (Mission Blvd. in Riverside to San Jacinto Fault)	Pathogens
Santa Ana River, Reach 3 (Prado Dam to Mission Blvd. – Baseflow)	Copper (wet weather only), Lead, Pathogens

The SARWQCB states that the quality of the SAR is a function of the quantity and quality of the various components of the flows (SARWQCB 1995). Three components make up the flow of the water in the SAR: (1) storm flows, (2) baseflow, and (3) non-tributary flow. The relative proportion of these components varies throughout the year.

The first component, storm flows, results directly from rainfall, usually occurring between the months of December and April. Much of the rainfall and surface water runoff from the storms is captured and percolated into the groundwater basins. The quality of storm flow water is highly variable.

Baseflow makes up the second component of water flow in the SAR, a large portion coming from the discharge of treated wastewater into the river in addition to rising groundwater in the basin. This baseflow includes the non-point source discharges as well as the uncontrolled and unregulated agricultural and urban runoff. Water quality objectives are set in relation to the baseflow in the river, not to the total flow in the river (see Table 3-14). The intent of these objectives is to protect the river's groundwater recharge beneficial use. Compliance with these objectives is verified by annual measurement of the baseflow quality.

Table 3-14: SAR Basin Surface Water Quality Objectives (WQO) in mg/L

INLAND SURFACE STREAMS	TDS	HARDNESS (CaCO3)	SODIUM (Na)	CHLORIDE (Cl)	TOTAL INORGANIC NITROGEN (TIN)[1]	SULFATE (SO4)	CHEMICAL OXYGEN DEMAND (COD)
SAR Reach 4	550	---	---	---	10	---	30
SAR Reach 5	300	190	30	20	5	60	25
SAR Reach 6	200	100	30	10	1	20	5
Mill Creek Reach 1	200	100	30	10	1	20	5
Mill Creek Reach 2	110	100	25	5	1	15	5

Source: SARWQCB 2019

Note: [1]Total nitrogen, filtered sample.

The SARWQCB sets discharge requirements on wastewater discharges, the major source of baseflow in the SAR. Waste discharge requirements are developed on the basis of the limited assimilative capacity of the river. Non-point source discharges, generally from urban runoff and agricultural tailwater, are regulated by requiring compliance with Best Management Practices (BMPs), where appropriate.

The third component of flow in the SAR that influences water quality is characterized by the SARWQCB as non-tributary flow. Non-tributary flow is generally imported water released in the upper basin for recharge in the lower basin (SARWQCB 1995).

Streams on the Santa Ana Basin generally have increasing dissolved minerals as one goes downstream. This effect is due to the fact that water is used, recycled, and used again. The magnitude or amount of TDS concentration rises with each use of water. Groundwater also enters basin streams in some reaches, and their sampling indicated that some of the highest TDS (and in some cases nitrates) may occur at sites on the valley floor that are dominated by rising groundwater (USGS 2006). Nitrate concentrations are higher in Santa Ana Basin streams receiving treated wastewater than in streams without treated wastewater. The principal source of nitrate is fertilizer from historic agricultural operations.

Table 3-15 provides a summary of the available historical surface water quality data for TDS and nitrogen at points along the SAR (USGS 2007).

Table 3-15: Average Historic Surface Water Quality for Locations on the SAR (1990-2001) (mg/L)

WATER QUALITY CONSTITUENT	METROPOLITAN CROSSING GAGE (REACH 3)[A]	RIX-RIALTO EFFLUENT OUTFALL (REACH 4)[A]	MENTONE GAGE (REACH 5)[A]
TDS	560[b]	520[c]	230[b]
TDS Basin Plan Objective by Reach	700	550	300
Total Inorganic Nitrogen (TIN)	7.3[b]	8.5[c]	0.3[b]
TIN Basin Plan Objective by Reach	10[d]	10	5

Notes: a. USGS gage data. Data for River Only Mentone Gage begins in October 1998. Data for Riverside Narrows Gage begins in August 1997.

b. USGS 2004.
c. The TDS and TIN values assigned for RIX-Rialto are the maximum values that occurred during 2001-2002 as reported in Table 4.4-9 of the SBMWD RIX Facility Recycled Water Sales Program Preliminary Environmental Impact Report (PEIR), March 2003.
d. Total nitrogen, filtered sample.

3.9.4 Salt and Nutrient Management Plan

The Basin Plan includes a Salt and Nutrient Management Plan for the SAR watershed as a whole. In addition, the stakeholders who use groundwater from basins in the Upper Santa Ana River Watershed have formed an SNMP Workgroup and are collaboratively investigating the salt and nutrient loading to several of the underlying groundwater basins, particularly SBB. Prolonged droughts have highlighted the need for an enhanced water supply portfolio, which includes plans to increase stormwater capture and recycled water use. Without access to sufficient assimilative capacity for TDS, existing and new recycled water projects in the SBB may be subject to costly salt removal using advanced treatment such as reverse osmosis (RO). The SNMP Workgroup is considering preparing a Subregional SNMP as part of a comprehensive approach that would offset TDS in the future as needed to support continued use of recycled water in the SBB. Through regional collaboration and additional technical analysis and commitments, a Subregional SNMP could support the use of TDS assimilative capacity and provide flexibility in the implementation timing of the selected salinity management strategies, subject to approval by the Santa Ana Water Board. A Subregional SNMP would further evaluate the impacts of recycled water recharge projects on the BH-B GMZ, provide for enhanced monitoring of the quality of the basin, and establish specific commitments to offset the impacts of the recycled water projects. A Subregional SNMP would include sufficient

antidegradation analysis and demonstration of maximum benefit to people of the State to justify a request to use assimilative capacity. This would inform future permitting efforts for recycled water projects discharging to the BH-B GMZ.

Preliminary actions to prepare a Subregional SNMP were taken from 2021 through 2023, including the development of the Upper Santa Ana River Watershed Salt and Nutrient Management Strategy Study (SNMSS) by the SNMP Workgroup, which is currently comprised of a series of 5 Technical Memorandums (TMs):

- Phase 1 TM #1 – *Water Quality Characterization*
- Phase 1 TM #2 – *Nitrogen Losses During Recycled Water Recharge in the Upper Santa Ana Watershed, Technical Workplan*
- Phase 2 TM #1 – *Volume and Quality of Imported Water and Stormwater Captured by Active Recharge Projects in the San Bernardino Basin*
- Phase 2 TM #2 – *Recycled Water Evaluation*
- Phase 2 TM #3 – *Characterize the Probable Cumulative Impacts to Groundwater Quality*

Following completion of the Phase 2 TM #3, the Bunker Hill Regional Recycled Water Coalition prepared the Bunker Hill Regional Recycled Water Salinity Management Feasibility Study, which was completed in February 2025. The purpose of the Feasibility Study is to identify, screen, and evaluate multiple salinity management strategies to protect the beneficial uses of the BH-B GMZ while supporting continued and expanded use of recycled water. The Feasibility Study concluded that a regional recycled water desalter would ultimately be needed to maintain compliance with the WQO in the SBB. However, prior to initiating implementation of a regional desalter, the Feasibility Study recommended that the Coalition and the SNMP Workgroup complete several ongoing and near-term planning efforts that will enable them to refine the future groundwater quality analysis, the total TDS offset requirements, the timing of when the desalter would be needed, and the sizing of the desalter (Water Systems Consulting, Inc., 2025).

In early 2026, the SNMP Workgroup (which includes the Coalition members) initiated Phase 3 of the SNMSS, which will use updated hydrology and planning inputs to update and refine the future groundwater quality analysis. Following the completion of Phase 3, it is anticipated that the Coalition and the SNMP Workgroup, in collaboration with the Regional Board, will determine whether to move forward with preparation of a Subregional SNMP.

3.9.5 Water Quality Impacts on Supply Reliability

Imported water quality from the SWP is typically suitable for potable use following conventional treatment and for groundwater recharge. Even during drought periods when TDS can be elevated, the water quality does not constrain the use of SWP locally because it is well below the MCLs and groundwater quality is managed over a 20-year period, allowing for natural variations in water quality.

Groundwater quality is monitored, tracked, and addressed by implementing treatment or blending, as necessary. In addition to the groundwater plumes described above, there are other contaminants in the basin, including but not limited to nitrate and DBCP, which can require treatment. There are also emerging contaminants and new water quality regulations which could increase the level of required treatment, particularly per and polyfluoroalkyl substances (PFAS).

PFAS are manmade fluorinated organic compounds found in and used in the manufacturing of common items such as carpet, clothing, fabric, food packaging, nonstick cookware, and fire-retardant foams. PFAS are synthetically made to be resistant to both water and liquids, are not easily broken down and destroyed, and are believed to have adverse health effects. At the federal level, EPA finalized National Primary Drinking Water Regulations for certain PFAS compounds in April 2024, establishing enforceable MCLs of 4 parts per trillion (ppt) for perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS) under the Safe Drinking Water Act. EPA also adopted MCLs for several additional PFAS compounds and a mixture-based hazard index in the 2024 rule; however, in May 2025, EPA announced its intent to retain the PFOA and PFOS MCLs while reconsidering or rescinding the remaining PFAS standards and extending compliance deadlines, with further rulemaking anticipated. In California, the State Water Resources Control Board has not yet adopted state-specific MCLs for PFAS but has established notification levels and response levels for multiple PFAS compounds, including PFOA, PFOS, and PFHxS, which trigger required actions when exceeded. California has identified PFAS drinking water standards as a highest regulatory priority and is in the process of adopting federal PFAS MCLs and evaluating additional California-specific regulatory approaches, including potential treatment-based standards.

Water agencies are responsible for providing treatment to ensure their potable water supply meets all applicable water quality regulations. When new drinking water rules are implemented, or when contaminant concentrations in wells increase unexpectedly, water suppliers must either blend affected wells with other sources to meet the MCLs or take the wells offline until treatment can be employed to meet the MCLs. It can take several years to fund, design and construct new treatment facilities so supply reliability can be impacted on a short term basis until corrective measures can be implemented. When this occurs, agencies typically shift to other water sources or rely on excess well capacity that is not affected.

Local surface water supply is generally of very high quality and is suitable for groundwater recharge and potable use following conventional treatment. TDS levels typically are typically consistent, averaging 178 mg/l. However, there are times when water quality is degraded by high storm flows and other conditions in the upper portion of the watershed, such as the 2024 Line Fire that burned nearly 44,000 acres of the Santa Ana Watershed. During these conditions, the water is often not suitable for treatment and potable use because the treatment processes are not designed to handle high turbidity and other constituents typically present in storm flows. During these periods, water agencies with treatment plants must stop diverting surface water and either use imported water at their treatment plants or shift to groundwater pumping to meet demands.

For recharge, the first flush of storms flows with the highest levels of debris and turbidity are typically allowed to flow by to limit maintenance needs, with recharge diversions beginning a few hours after the initial storm. Sediment buildup in the recharge basins is expected for stormwater capture and sediment removal is part of routine basin operation, so stormwater quality is generally not a concern for recharge.

3.10 Planned Water Supply Projects and Programs

The agencies in the Region have collaborated to manage the region's unique water supply, water quality, flood, and habitat challenges. These challenges are key considerations in the implementation of new water supply projects in the Region, as described in this section.

3.10.1 Recycled Water

Planned recycled water projects are described in Section 3.5.

3.10.2 Groundwater Recharge

One of the primary water supply strategies of the region is to recharge groundwater through spreading of imported water or through direct use of imported water which results in in-lieu recharge, managing floods and increasing stormwater recharge, and percolating recycled water. The region utilizes multiple spreading basins to recharge imported water and excess surface water, percolates effluent from multiple wastewater treatment facilities, and receives some recharge through percolation of stormwater. Potential new recharge projects under development are described in the following subsections and summarized in Table 3-16. The implementation timing for these projects has not yet been finalized by the Region. For the purposes of this Plan, it is assumed that one new project will be constructed in each 5-year period. The average long term yield of all of the projects is approximately 2,000 AFY so it is assumed that volume of new stormwater capture will be implemented every 5 years.

3.10.2.1 Santa Ana River Tributary Active Recharge Projects and Program for Expansion of Recharge Capacity (PERC) Projects

The Active Recharge Project is a collection of potential stormwater capture projects envisioned to help enhance capture and recharge of surface water into the SBB.

In 2015, a stormwater flow and capture analysis was performed to determine:

- The volume of surface water which has historically migrated out of the SBB.
- The volume of surface water that is generated internally within the SBB as the result of historical and on-going urbanization of the SBB.
- The quantity of stormwater that is generated by the major tributary creeks to the Santa Ana River.
- The location and preliminary (conceptual) designs of potential new stormwater capture facilities that could maximize the capture and recharge of surface water flows.
- Potential environmental constraints for each of the selected tributaries.
- Potential modifications to existing retention basins and spreading grounds to further increase surface water capture and recharge.
- The volume of potential additional recharge to the SBB and the effect to surface water volumes leaving the SBB that will occur as a result of implementation of an active recharge project (this remaining flow out of the SBB would be available for recharge in

the proposed Riverside North Aquifer Storage and Recovery Project; see Section 3.10.2.4).

The study included preparation of proposed conceptual designs for new and improved existing surface water capture and recharge facilities in areas of the tributary creeks having the greatest stormwater flows and the least number of environmental constraints.

A Partnership Agreement for joint Active Recharge Project development under the River HCP was entered into by SBVMWD and the Conservation District in January 2019 (2019 Agreement). This Agreement built upon the past history between the two agencies for cooperating and pooling resources for the regional betterment of the availability, quality and flexibility of groundwater supplies and management. SBVWCD sought conservation easements on 295 acres of Conservation District property for use as mitigation under the River HCP, which includes the Active Recharge Projects as Covered Activities. The 2019 Agreement established payment from SBVMWD to Conservation District for a total of $36,950,000 for these conservation easements, and provided that these funds would be used by the Conservation District in furtherance of water conservation efforts, land acquisitions, water quality or supply facilities development, such as implementation of a subset of the Active Recharge Projects in the Conservation District Service area, which were later renamed as the Program for Expansion of Recharge Capacity (PERC) projects. In addition, a PERC Policy Committee (Policy Committee) was established to review and advise the Conservation District on the development of the PERC projects. The Policy Committee includes the general managers and one Board appointed member of both the Conservation District and SBVMWD, or their designees, and one representative of the BTAC.

In late 2025, the Conservation District completed the Final Draft PERC Comprehensive Feasibility Study (PERC CFS), which consists of Volumes 1 through 4. The PERC CFS evaluated ten PERC project alternatives in the Upper Santa Ana River Watershed located at six recharge sites within the Waterman, Twin, Lynwood, Oak Creek, Plunge Creek, and Mill Creek watersheds, all of which would recharge local runoff into the Basin. Each site was evaluated for hydrology, grading design, operational potential, and environmental conditions. The updated long term yields from the PERC CFS are included in this Plan.

3.10.2.2 Santa Ana River Enhanced Recharge Project

The Enhanced Recharge Project is located on the Santa Ana River and has the capacity to divert up to 500 cubic feet per second (cfs) and up to approximately 80,000 AFY downstream of Seven Oaks Dam. The first phase of the project (upstream diversion and sedimentation facilities) was completed in 2019, the second phase of the project (enhanced recharge basins and facilities) was completed in 2024, and a future third phase will complete additional flexibility and redundancy improvements to optimize the diversion and delivery of diverted water for direct use and recharge.

3.10.2.3 Cactus Basin Recharge

San Bernardino Valley and the members of the Rialto Groundwater Council are working with SBCFCD to pursue recharge of imported SWP water into the existing Cactus Basins, which overlie the Rialto-Colton basin and are currently used for flood control only. The proposed project includes recharging imported water into Cactus Basins 3/3A and 5 and construction of the Cactus Basins Pipeline, approximately 2,200 feet from the Devil Canyon Azusa Pipeline to Cactus Basins. Recharge is planned to occur only during the dry season when the basins are not needed for flood control.

3.10.2.4 Riverside North Aquifer Storage and Recovery

The Riverside North Aquifer Storage and Recovery Project is a proposed storm water capture project located in the southern portion of the City of Colton and north of the City of Grand Terrace. The project consists of proposed in-channel and off-channel recharge. The proposed off-channel recharge facility location is along the west side of the Santa Ana River and proposes the construction of up to eight individual recharge basins encompassing approximately 25 acres. The in-channel recharge basin proposes construction of an inflatable dam across the Santa Ana River channel, which can be raised and lowered depending on the amount of water flowing in the river. This project is estimated to provide up to 6,000 acre-feet of new water per year. The in-channel and off-channel water captured will be recharged into the Riverside North sub basin and a portion of the retained water will be diverted to the Riverside Canal pipeline for direct use.

Proposed new recharge projects under development are described in the following subsections and summarized in Table 3-16.

Table 3-16: Potential Groundwater Recharge Projects

PROJECT NAME	BASIN	ESTIMATED YIELD (AFY)	WATER SOURCE RECHARGED
Cactus Basins	Rialto-Colton	3,000	SWP
Lynwood Basins	SBB	687	Stormwater
Mill Creek Basin Grading (Alternatives 1, 2, or 3)	SBB	2,248 - 3,751	Stormwater
Oak Creek Basins	SBB	1,020	Stormwater
Plunge Creek – Interim Alternative	SBB	1,790	Stormwater
Plunge Creek – Ultimate Alternative	SBB	3,656	Stormwater

PROJECT NAME	BASIN	ESTIMATED YIELD (AFY)	WATER SOURCE RECHARGED
Twin Creek (Small or Large Grading Alternatives)	SBB	480 – 1,900	Stormwater
Waterman Basin Grading	SBB	2,171	Stormwater
Devil Creek Basin	SBB	2,051	Stormwater
Cable Creek Basins	SBB	2,389	Stormwater
Cajon Creek	SBB	TBD	Stormwater
Cajon – Vulcan 1 Basins	SBB	579	Stormwater
Vulcan 2	SBB	782	Stormwater
Daley Canyon	SBB	TBD	Stormwater
Little Sand Creek	SBB	TBD	Stormwater
Enhanced Recharge in SAR Basins, Phases 1C	SBB	N/A	Stormwater
Lytle Creek Basin	SBB/Lytle	3,620	Stormwater
Lytle – Cajon Basin	SBB/Lytle	1,090	Stormwater
Riverside North Aquifer Storage & Recovery (Rubber Dam)	Riverside-Arlington	6,000	Stormwater
Oak Glen and Wilson Creek	Yucaipa	TBD	Stormwater
San Timoteo Creek	Yucaipa	TBD	Stormwater
Sand Creek	Yucaipa	TBD	Stormwater
Wildwood Creek	Yucaipa	TBD	Stormwater
Yucaipa Creek	Yucaipa	TBD	Stormwater
Zanja Creek	Yucaipa	TBD	Stormwater

4.0 Regional Water Use

This chapter provides a summary of the projected water demands for the Region through 2050, by agency and source. This chapter also describes the significant improvements in water use efficiency that have been achieved within the Region as well as planned water use efficiency programs.

IN THIS SECTION

- Total Regional Water Demand
- Demand by Source
- Water Use Efficiency

4.1 Total Regional Water Demand

As described in Part 1 Chapter 2, the most recent population projections for the Region show slower growth than projected in previous plans. Accordingly, the total demand projections in this Plan are slightly lower than the projections from 2020 due to slower growth and increased water use efficiency.

Figure 4-1 shows a comparison of the 2020 IRUWMP vs. 2025 RUWMP demand projections and Table 4-1 summarizes the 2025 demand projections for Participating Agencies for a normal year from 2030 to 2050. This includes potable, non-potable, and recycled water demands, but excludes demands for water going into groundwater recharge. For the three Participating Agencies which are partially outside of SBVMWD (WVWD, RHWC, and SMWC), their entire service area demand is represented.

Table 4-1: Regional Demand Projections, 2030 - 2050 (AFY)

AGENCY	2030	2035	2040	2045	2050
Colton[1]	9,445	9,703	9,882	10,060	10,239
Loma Linda	5,195	5,318	5,434	5,553	5,676
Redlands	28,820	29,882	30,678	31,474	32,271
Rialto	9,475	9,610	9,745	9,880	10,015
RHWC	5,269	5,216	5,245	5,275	5,305
SBMWD	38,925	40,044	41,233	42,421	43,610
SMWC	2,348	2,502	2,532	2,561	2,591
WVWD	21,907	23,071	23,903	24,783	24,783
Total, Participating Agencies	121,384	125,346	128,652	132,007	134,490

Note 1: Terrace Water Company demands are included in Colton's demands.

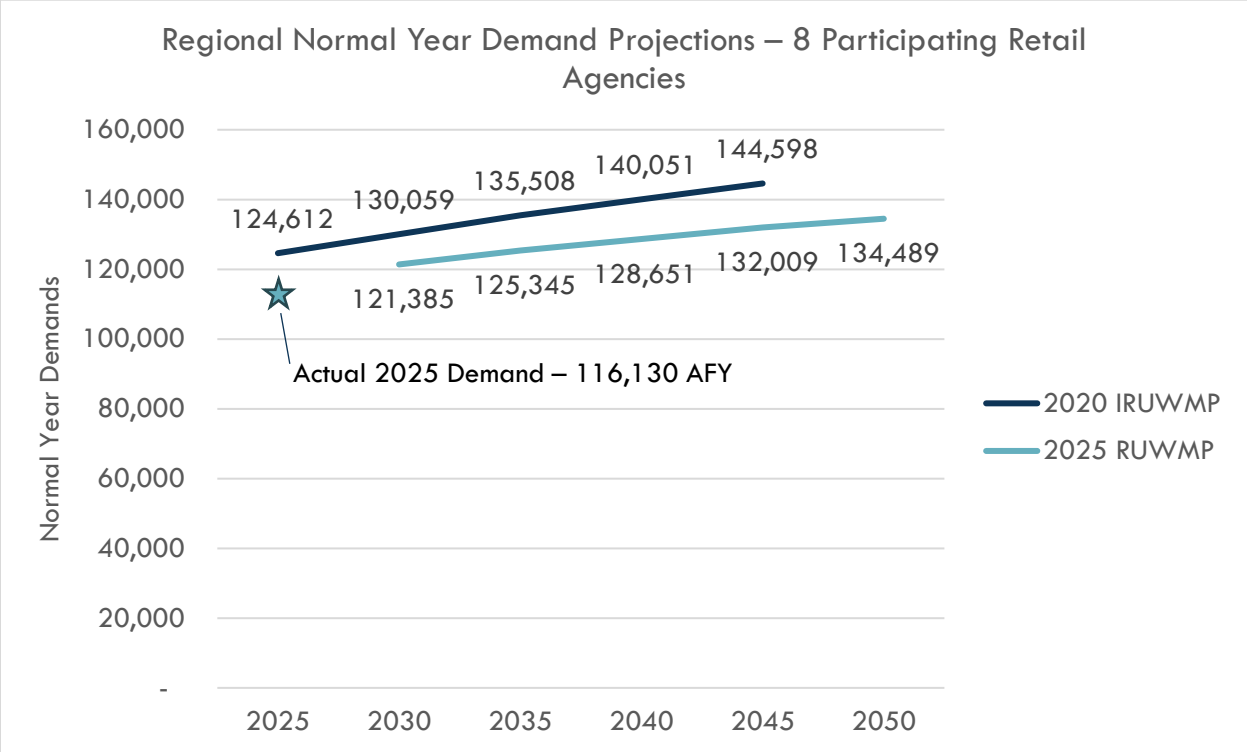

Figure 4-1: Comparison of 2020 and 2025 Demand Projections for Participating 2025 RUWMP Agencies

In addition to the Participating Agencies, this RUWMP incorporates data from other agencies within San Bernardino Valley that rely wholly or partially on the shared water resources analyzed in this Plan. While these agencies are not participants in this RUWMP, their water demands and associated supply needs are included to accurately evaluate regional water supply reliability through 2050.

For the urban water suppliers preparing separate 2025 UWMPs (EVWD, FWC, and YVWD), demand projections from their respective 2025 UWMPs were incorporated into this Plan. For agencies who use external supplies not evaluated in this Plan, only the portion of their demand that will be met by supplies in this Plan are included in the regional demand totals.

Fontana Water Company's demands within the region are set to their projected use of regional water resources (SWP water from SBVMWD, Lytle Creek surface water, Lytle groundwater [SBB], and Rialto-Colton groundwater), but exclude demands met by other external sources.

Similarly, YVWD's demands within the Region are based on the projected use of groundwater from SBB and Yucaipa Basin and SWP from SBVMWD only. Some of the supply projections shown in this RUWMP for YVWD differ from those shown in YVWD's 2025 UWMP. YVWD's 2025 UWMP shows all potentially available supplies and a supply surplus at the retailer level, whereas this RUWMP uses a different approach to the regional supply analysis that focuses on specific supplies that agencies intend to use to meet future demands and evaluates total supply surplus on a regional level. This RUWMP includes assumptions about future supply use for

YVWD to align with this regional methodology, but all retailers have the flexibility to modify their supply strategies to meet their demands.

SMWC total demands are included in their UWMP Chapter in Part 2, but for the regional demand analysis, only their projected use of Yucaipa Basin Groundwater is included.

RHWC's use of SBB groundwater is not included in the regional demands because the Riverside Entities' portion of the SBB supply is not evaluated in this Plan.

For the agencies who are not urban water suppliers and do not prepare UWMPs, their demands and associated supply needs were estimated and incorporated into this Plan based on direct input from the agency, records of prior water use, or assumed to be the same as projections from the 2020 IRUWMP.

Figure 4-2 shows demand projections for regional supplies for all regional agencies for a normal year from 2030 to 2050. This includes potable, non-potable, and recycled water demands, but excludes demands for water used for groundwater recharge. The total projected water demands of participating and non-participating agencies within SBVMWD's service area are expected to increase by approximately 17,000 AFY between 2030 and 2050.

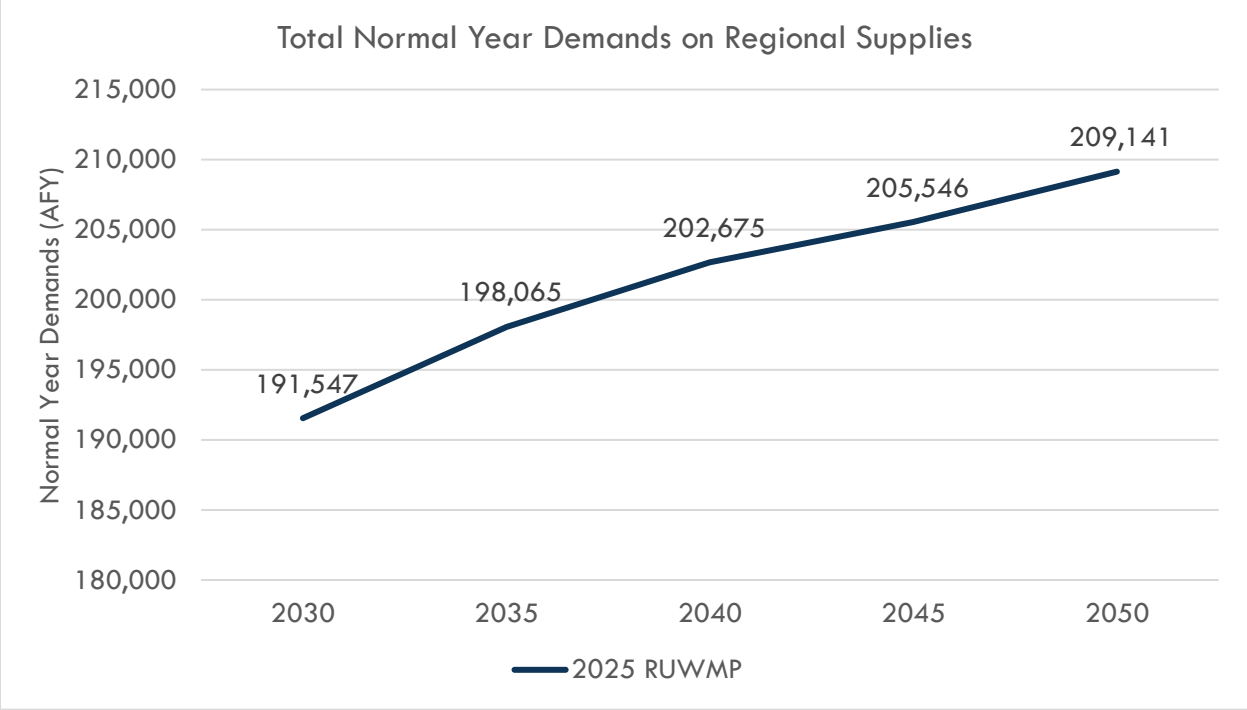

Figure 4-2: Regional Demand Projections for Regional Supplies in the RUWMP 15 Agencies plus Other/Private San Bernardino County Entities

4.2 Demands for Local Groundwater and Surface Water Supplies

This section summarizes the anticipated demand for each water source based on the planned use by each agency in the Region. For basins subject to the Western Judgement, demands are subtotaled by San Bernardino County Entities and compared to the pumping provisions in the Western Judgement specific to the San Bernardino County Entities. For agencies participating in this Plan, demand projections were developed for normal years, and then a breakdown of which supplies would be used to meet those demands was prepared, providing planned production from each supply source. For agencies not participating in this plan, projected production from each supply source was either based on information provided by that agency, or on 2020 IRUWMP projections.

4.2.1 San Bernardino Basin

As detailed in Part 1 Chapter 3, local groundwater sustainability under the Judgment is generally maintained by providing supplemental recharge whenever cumulative extractions exceed cumulative safe yield or when groundwater levels are lower than certain specific water level elevations in specified wells. In the SBB, any supplemental supply determined by the Watermaster as “New Conservation” (which can include recycled water or stormwater recharge) increases the safe yield and any “return flow” from sources outside of the safe yield calculation are credited against cumulative extractions for the purpose of determining the recharge obligation.

For the SBB, the Watermaster assumes a 36% return flow for extractions above safe yield and imported water use. In this Plan, the 36% return flow is not credited to supply in the SBB to be conservative and avoid potential double-counting. Although ongoing and future recycled water recharge and stormwater capture projects do add water to the SBB, they are also not credited as supplies in addition to the safe yield established by the Judgment, because they have not been determined to be “New Conservation” by the Watermaster.

Table 4-2: Planned Pumping and Diversions from San Bernardino Basin (AFY)

AGENCY	2030	2035	2040	2045	2050
SBB Groundwater	**106,773**	**112,113**	**115,927**	**118,001**	**120,797**
Colton[1]	1,950	2,208	2,387	2,565	2,744
Loma Linda	5,195	5,318	5,434	5,553	5,676
Redlands	14,963	15,872	16,537	17,202	17,867
Rialto	5,917	6,052	6,187	4,722	4,857
SBMWD	37,581	38,700	39,889	41,077	42,266
WVWD	6,759	7,923	8,755	9,635	9,635
East Valley Water District	14,789	16,372	16,871	17,378	17,885
Fontana Water Company	6,390	6,390	6,390	6,390	6,390
Muscoy Mutual Water Co.	1,600	1,600	1,600	1,600	1,600
Other/Private SB Pumpers	10,878	10,878	10,878	10,878	10,878
Yucaipa Valley Water District	750	800	1,000	1,000	1,000
SBB Surface Water	**21,665**	**21,767**	**21,799**	**21,831**	**21,864**
Redlands	9,500	9,500	9,500	9,500	9,500
Rialto	1,000	1,000	1,000	1,000	1,000
WVWD	3,800	3,800	3,800	3,800	3,800
Bear Valley Mutual Water Co.	1,557	1,557	1,557	1,557	1,557
East Valley Water District	948	1,050	1,082	1,114	1,147
Fontana Water Company	4,860	4,860	4,860	4,860	4,860
Total SBB Production, San Bernardino County Entities	**128,428**	**133,880**	**137,726**	**139,862**	**142,661**
RHWC (Riverside County Entity)	1,800	1,800	1,800	1,800	1,800

Note 1: Terrace Water Company production is included in Colton's production.

SBB planned production and Judgment safe yield are compared in Table 4-3. RHWC is a Riverside County entity in the Judgment which has numerical rights to the SBB and pumps within them. Their production is captured in Table 4-2, but their production and rights are not included in the San Bernardino County Entities obligations in the Judgment, so they are not reflected in Table 4-2.

Table 4-3: SBB Supply and Demand Balance (AFY)

SAN BERNARDINO COUNTY ENTITIES	2030	2035	2040	2045	2050
Total Planned Pumping and Diversions	128,428	133,880	137,726	139,862	142,661
Adjusted Safe Yield with New Conservation[1]	172,745	172,745	172,745	172,745	172,745
Judgment-based Need for Imported Water Recharge	Not required	Not required	Not required	Not required	Not required
Judgment-based Surplus Supply	44,307	38,865	35,019	32,913	30,084

Note 1: Per the Western-San Bernardino Judgment, 36% of direct deliveries and extractions over safe yield are credit as a return flow that increase SBB production rights. That is not reflected in this analysis to be conservative.

Despite not being obligated to recharge the SBB under the terms of the Judgment, the region is proactively investing in projects to recharge the SBB to protect the sustainability of the Basin. Table 4-4 and Figure 4-3 shows existing and proposed projects which would supplement storage in the SBB. The recycled water and stormwater capture projects have not been evaluated by the Watermaster to determine whether they are “New Conservation” under the Judgment. While these projects do increase recharge into the SBB, at the time of the Judgment was made most of the area was on septic systems and more of the area was undeveloped, so a portion of the water recharged due to current stormwater capture and recycled water projects may have already been included in the original safe yield number. Therefore, they are excluded from the supply totals in this Plan to avoid double counting supplies. Table 4-4 also includes recycled water projects which offset the use of potable supplies in the SBB.

Table 4-4: Existing and Proposed SBB Supply Improvement Projects (AFY)

	2030	2035	2040	2045	2050
Existing SBB Local Supply Projects	**17,738**	**18,064**	**18,354**	**18,649**	**18,951**
SNRC Recharge at Weaver Basins	9,000	9,000	9,000	9,000	9,000
Redlands WRF Recharge (disposal)[4]	4,037	4,210	4,368	4,532	4,702
Redlands Recycled Water Direct Use	3,357	3,510	3,642	3,773	3,905
SBMWD TTS Phase 1 (1.2 MGD)[1]	1,344	1,344	1,344	1,344	1,344
Potential SBB Local Supply Projects	**6,256**	**8,256**	**10,256**	**12,256**	**18,736**
SBWRP TTS Phase 2 (3.8 MGD)[1]	4,256	4,256	4,256	4,256	4,256
SBWRP TTS Phase 3 (4.0 MGD)					4,480
Stormwater Capture Projects	2,000	4,000	6,000	8,000	10,000
Potential SBB Imported Supply Projects	**16,000**	**16,000**	**27,200**	**27,200**	**27,200**
Imported Water Recharge[2]	16,000	16,000	16,000	16,000	16,000
Sites Reservoir – Long-term Average[3]			11,200	11,200	11,200
Total Existing and Potential SBB Supply Projects	**39,994**	**42,320**	**55,810**	**58,105**	**64,887**

Notes: [1]Tertiary Treatment System Phase 1 (1.2 MGD) is active and produces recycled water for onsite use only and does not include recycled water recharge. Phase 2 is the first phase with recharge. Phase 3 is anticipated by 2050.

[2]16,000 AFY is the current average annual voluntary imported water recharge into the SBB from 2000-2025.

[3]Latest CalSIM3 model predicts 11,200 AFY long-term average yield to SBVMWD from Sites Reservoir. Most of this supply would go toward the SBB in the form of direct recharge or in-lieu recharge from decreased pumping.

[4]Bunker Hill Salinity Management Feasibility Study (Water Systems Consulting, Inc., 2025).

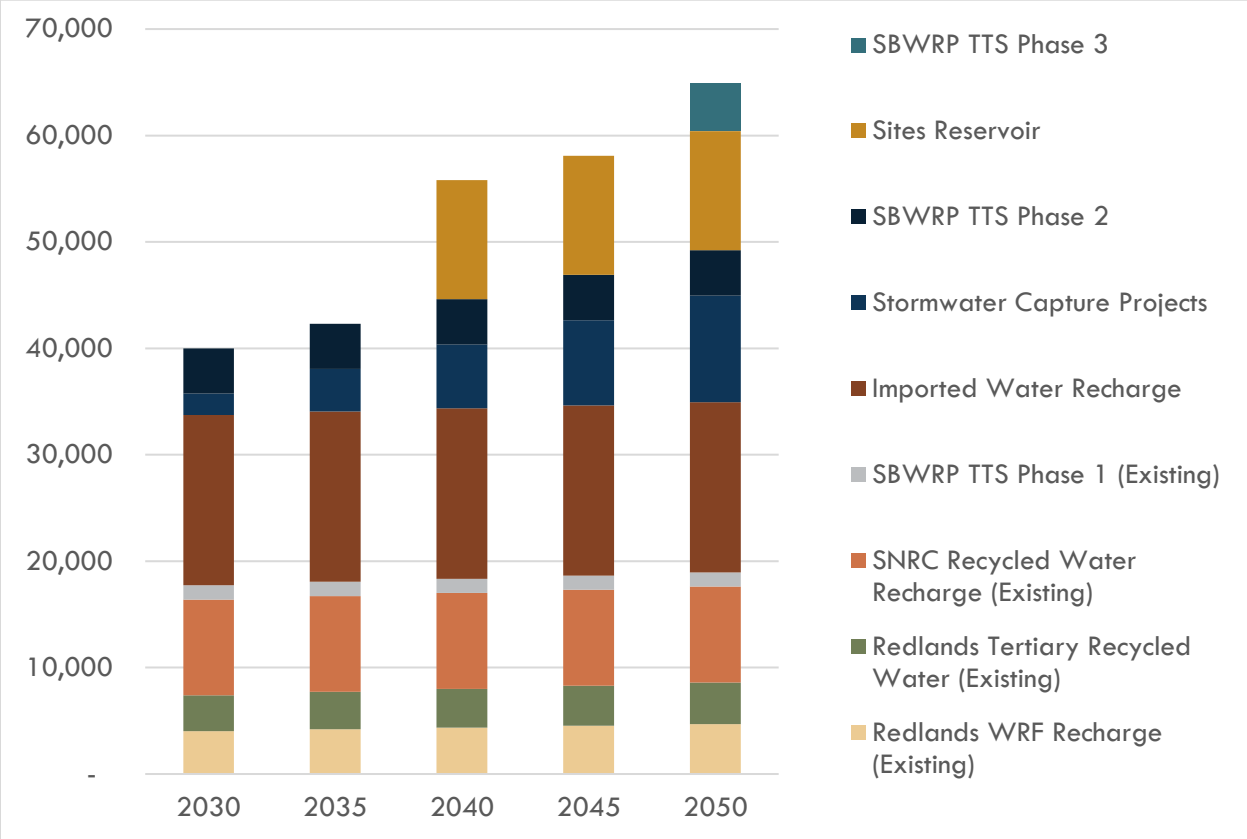

Figure 4-3: Existing and Proposed SBB Supply Improvement Projects (AFY)

4.2.2 Rialto-Colton Basin

Planned normal year production from the Rialto-Colton Basin is summarized in Table 4-5. Due to low groundwater levels, pumping within the Rialto Basin Decree boundary is assumed to remain at a 50% curtailment throughout the planning period for this Plan (see Section 3.2). Colton has two wells outside of the Decree boundary, and Other/Private wells are outside the scope of the Decree.

Table 4-5: Planned Pumping from Rialto-Colton (AFY)

AGENCY	2030	2035	2040	2045	2050
Colton	3,395	3,395	3,395	3,395	3,395
Rialto[2]	1,343	1,343	1,343	2,943	2,943
WVWD	3,307	3,307	3,307	3,307	3,307
Fontana Water Company[2]	4,750	4,750	4,750	3,150	3,150
Other/Private SB Pumpers	70	70	70	70	70
Total Rialto-Colton Basin Production, San Bernardino County Entities	**12,865**	**12,865**	**12,865**	**12,865**	**12,865**

Notes: [1]San Bernardino County entities base period production (1959-1963) was 8,235 AFY. Even when production exceeds base period production, recharge is not required as long as the three index wells water level is above 822 ft.

[2]After 2040, a 1,600 AFY lease of Rialto Basin production rights from Rialto to FWC will end so a like amount of production is assumed to shift from FWC back to Rialto.

There is no current obligation to recharge the Rialto-Colton Basin under the Western Judgment, because the mean water level of three index wells is above 822.04 ft (see Section 3.2). However, to restore water levels in the Rialto Basin Decree area, the following recharge efforts are planned:

- Up to 2,500 AFY via in-lieu recharge by FWC through the Summit WTP

  In accordance with the Settlement Agreement described in Section 3.2.3, this in-lieu recharge approach is part of the FWC's obligation to deliver 61,000 AF of replenishment water to recharge the Rialto Basin. Per the intent of the agreement, the replenishment water must be from an imported water source "outside" of San Bernardino Valley's Table A allocation, unless San Bernardino Valley declares a portion of its Table A surplus.

- 3,000 AFY long-term average recharge through SWP spreading at Cactus Basins.

In addition to the recharge required by the Settlement Agreement, members of the Rialto Groundwater Council can voluntarily purchase SWP from SBVMWD's Table A supply to recharge the Rialto-Colton Basin, once the Cactus Basin Recharge project is implemented.

4.2.3 Riverside North Basin

Planned normal year production from the Riverside North Basin is summarized in Table 4-6. There is no current obligation to recharge the Riverside North Basin under the Western Judgment, because the mean water level of three index wells is above 822.04 ft (see Section 3.2). There are currently no recharge efforts planned, however two possible recharge methods have been proposed: the Riverside North Aquifer Storage and Recovery (Rubber Dam) project (discussed in Section 3.10.2.4) and imported water spreading at turnout WR-23.

Table 4-6: Planned Pumping from Riverside North Basin (AFY)

AGENCY	2030	2035	2040	2045	2050
Colton	4,100	4,100	4,100	4,100	4,100
Rialto	1,200	1,200	1,200	1,200	1,200
WVWD	1,041	1,041	1,041	1,041	1,041
Other/Private SB Pumpers	1,520	1,520	1,520	1,520	1,520
RIX Over-extractions[2]	2,700	2,700	2,700	2,700	2,700
Total Riverside North Basin Production, San Bernardino County Entities	**10,561**	**10,561**	**10,561**	**10,561**	**10,561**
RHWC[3]	**3,219**	**3,166**	**3,195**	**3,225**	**3,255**

Notes: [1]San Bernardino County entities base period production (1959-1963) was 9,609 AFY. Even when production exceeds base period production, recharge is not required as long as the three index wells water level is above 822 ft.

[2]RIX Over-extractions are groundwater extractions by RIX treated with UV disinfection and discharged to the Santa Ana River in excess of groundwater infiltrations from the RIX plant in order to maintain hydraulic control. The estimate of 2,700 AFY is from the year 2040 estimate from the SBMWD SBWRP 2020 Facilities Master Plan.

[3]RHWC is a Riverside County entity in the Judgment which has numerical rights to the SBB and pumps within them.

4.2.4 Yucaipa Basin

Planned normal year production from the Yucaipa Basin is summarized in Table 4-7. The Yucaipa Basin is managed by a Groundwater Sustainability Plan which established the sustainable yield at 10,980 AFY. Planned production is below the safe yield, so recharge is not required. However, YVWD and Western Heights Water Company are planning voluntary recharge projects, which are estimated to recharge 5,500 AFY long-term average into the Yucaipa Basin.

Table 4-7: Planned Pumping from Yucaipa Basin (AFY)

AGENCY	2030	2035	2040	2045	2050
South Mesa Water Company	1,878	2,002	2,025	2,049	2,073
Yucaipa Valley Water District	3,045	3,500	4,000	4,500	5,000
Western Heights Water Company	2,200	2,200	2,200	2,200	2,200
South Mountain Water Company	540	540	540	540	540
Total	**7,663**	**8,242**	**8,765**	**9,289**	**9,813**
Yucaipa Basin GSP Safe Yield	10,980	10,980	10,980	10,980	10,980
Supply Surplus	**3,317**	**2,738**	**2,215**	**1,691**	**1,167**

4.3 Demands for Imported Water

In the Region, imported water is used for direct deliveries to several retail water producers, direct delivery to Bear Valley Mutual Water Company in-lieu of releases from Big Bear Lake, and groundwater recharge.

4.3.1 Direct Deliveries

Several retail water producers have water treatment plants to treat imported water. The following agencies are planning to continue taking direct delivery of imported water in the future: EVWD, Redlands, WVWD, YVWD, FWC, CLAWA, and Marygold Mutual Water Company (via WVWD).

4.3.2 In-Lieu Deliveries

Bear Valley Mutual Water Company constructed the original Bear Valley Dam in 1884 to create Big Bear Lake as a storage reservoir for their customers, downstream farmers. In 1964, the residents of Big Bear Lake formed the Big Bear Municipal Water District (Big Bear Municipal) in an effort to eliminate Lake releases to Bear Valley Mutual so that the lake level would remain high for recreational use and tourism. After more than a decade of litigation, a Judgment was executed in 1977 which reduced the amount of Lake releases to Bear Valley Mutual. Under the terms of the 1977 Judgment, Big Bear Municipal purchased from Bear Valley Mutual the lake bottom, Bear Valley Dam, and the right to utilize and manage the surface of Big Bear Lake for recreation and wildlife. In return, deliveries to Bear Valley Mutual were capped at a total of 65,000 AF in any ten-year period. These deliveries can be made in the form of Lake releases or can be provided from other sources “in-lieu” of Lake releases (in-lieu deliveries). In-lieu deliveries to Bear Valley Mutual are preferable to Big Bear Municipal since they do not result in water being removed from the lake.

In 1996, Big Bear Municipal Water District entered into a water purchase agreement with San Bernardino Valley that reduces the amount of water Big Bear Municipal must release from Big Bear Lake. For an annual payment to San Bernardino Valley, San Bernardino Valley provides SWP water for the downstream water needs that would have historically been met by lake releases whenever the Lake is at specified levels. San Bernardino Valley may also provide water from other sources when the SWP supply is limited. This historic agreement helped Big Bear Municipal achieve its mission of Lake level stabilization for recreation while providing Bear Valley Mutual with the water it needs for its customers. Under the terms of the Agreement, Bear Valley Mutual may request any amount of delivery for a given year, provided that the total of all their requested deliveries do not exceed 65,000 AF in any ten-year period. Bear Valley Mutual typically limits its request to no more than the ten-year average, or 6,500 AFY. SBVMWD may also provide water from other sources, such as groundwater in storage, when the SWP supply is limited.

4.3.3 Groundwater Recharge

One of the primary water management strategies in the Region is to store imported water when it is available so that it can be used during drought periods. Any unused San Bernardino Valley SWP water is available to be purchased by retail agencies and other customers to be stored in the regional groundwater basins for later pumping.

4.3.4 Total Imported Water Demands

Requests for delivery of supplemental imported water in the SBVMWD service area are subject to approval as set forth in SBVMWD Resolution 888. Table 4-8 summarizes projected normal year direct and in-lieu demands for imported water during the period of this Plan. Planned deliveries may be higher or lower depending on SWP Table A allocation and available carryover water. Projected uses of imported water for groundwater recharge is discussed further in Section 5.1.1.2.

Table 4-8: Normal Year Imported Water Direct Deliveries (AFY)

AGENCY	2030	2035	2040	2045	2050
Redlands	1,000	1,000	1,000	1,000	1,000
CLAWA	60	60	60	60	60
WVWD	7,000	7,000	7,000	7,000	7,000
BVMWC	6,500	6,500	6,500	6,500	6,500
EVWD	3,223	3,568	3,677	3,788	3,898
FWC	3,200	3,200	3,200	3,200	3,200
Marygold MWC	320	320	320	320	320
YVWD	6,000	6,000	6,000	6,000	6,000
Total	27,303	27,648	27,757	27,868	27,978

4.4 Demands for Recycled Water

Some water agencies in the Region are currently using recycled water to meet non-potable demands and for groundwater recharge. Additional recycled water production and use is planned in the future. Table 4-9 summarizes the anticipated future uses of recycled water and additional details are included in each agency's respective chapter in Part 2.

Table 4-9: Recycled Water Use Projections (AFY)

AGENCY[1]	2030	2035	2040	2045	2050
Direct Use (Non-Potable)	**4,716**	**4,869**	**5,001**	**5,132**	**5,264**
Redlands	3,357	3,510	3,642	3,773	3,905
Rialto	15	15	15	15	15
SBMWD	1,344	1,344	1,344	1,344	1,344
Groundwater Recharge (all in SBB)	**17,293**	**17,466**	**17,624**	**17,788**	**22,438**
Redlands[2]	4,037	4,210	4,368	4,532	4,702
SBMWD	4,256	4,256	4,256	4,256	8,736
EVWD	9,000	9,000	9,000	9,000	9,000

Notes: [1] While YVWD and FWC are included in other supply tables that are shared supplies with participating agencies, they are excluded from this table because their direct non-potable recycled water use is independent of participating agencies.

[2]Bunker Hill Salinity Management Feasibility Study (Water Systems Consulting, Inc., 2025).

4.5 Water Use Efficiency

The Region has invested in expanding and optimizing local water resources to improve long term water supply reliability for its residents. At the same time, the Region continues to advance water use efficiency and conservation programs that have meaningfully reduced per-capita demand and strengthened long-term supply reliability. These conservation efforts are a core component of the Region's resource management strategy and help maximize the value of available supplies.

Since 2005, there have been several regulatory changes related to conservation including new standards for plumbing fixtures, a new landscape ordinance, a state universal retrofit ordinance, metering and billing requirements, new Green Building standards, demand reduction goals and more.

4.5.1 Reducing Per Capita Water Use

The Water Conservation Act of 2009 (SB X7-7) required a 20-percent reduction in urban per capita water use in California by December 31, 2020 (20 by 2020). The bill required each urban retail water supplier to determine their baseline per capita water use (gallons per capita per day

or gpcd), develop an urban water use target for year 2020 and set a 2015 interim urban water use target. Each of the agencies participating in this Plan have met their 2020 targets, as shown in Figure 4-4 and some have continued to reduce their per capita water demand beyond the 2020 target. These significant reductions in per capita water use essentially expand the water supply for the Region by reducing use of local groundwater supplies.

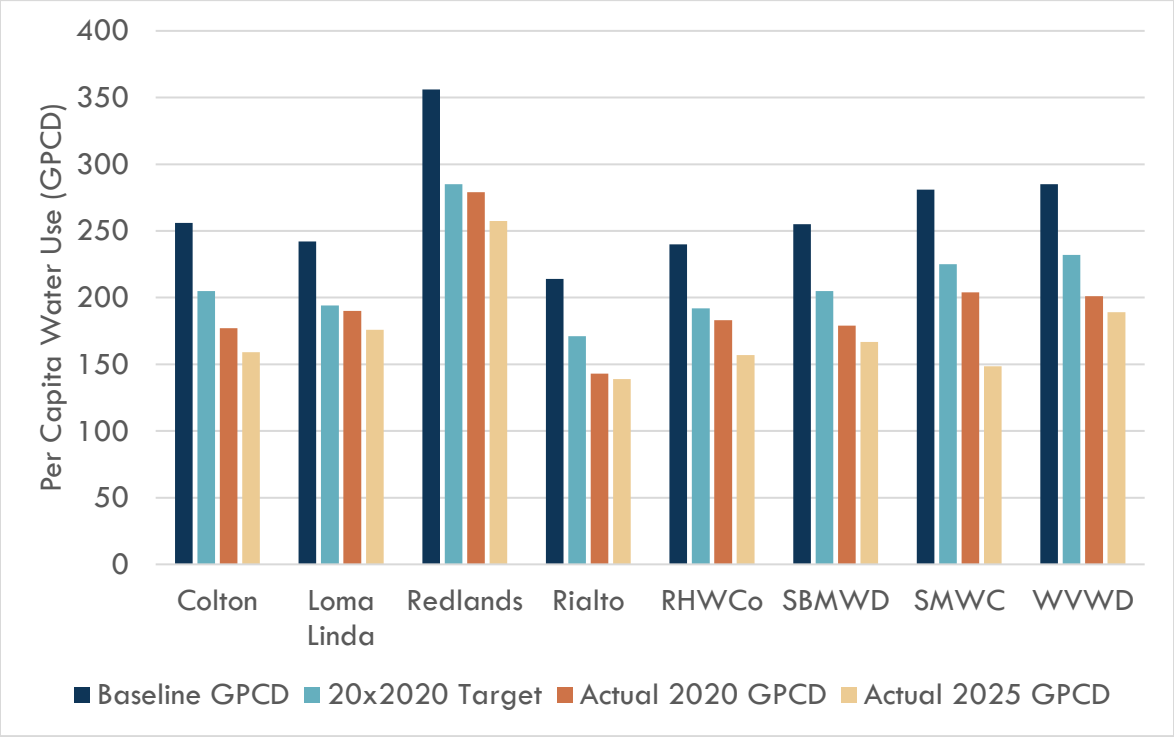

Figure 4-4: 20x2020 Compliance

4.5.2 New Water Conservation Legislation

Going forward, Participating Agencies that are retail suppliers are continuing to align with new water use efficiency standards from the CWOL Regulation, which supersede SBX7-7 standards. In 2018, two policy bills were enacted by the California Legislature, Assembly Bill 1668 (AB1668, Friedman) and Senate Bill 606 (SB606, Hertzberg), collectively referred to as the "2018 Water Conservation Legislation." Based on the 2018 Water Conservation Legislation, related legislation, and subsequent adoption of the CWOL Regulation, each urban retail water supplier must calculate and comply with its specific Urban Water Use Objective (UWUO), with efficiency standards becoming increasingly stringent through 2040. DWR and the State Water Resources Control Board (State Board) have developed a reporting framework for calculating the UWUO and compliance annually. The UWUO is composed of several standards to create one comprehensive objective, as shown in Figure 4-5 and described further below. Additionally, each urban retail water supplier must submit an Annual Water Use Report (AWUR) starting January 1, 2024 to document progress toward complying with the UWUO regulations. The

required calculations and reporting associated with the CWOL Regulations are complex and extensive and are therefore not required to be included in the UWMP.



Figure 4-5. Urban Water Use Objectives Regulation Overview

Indoor Residential

The indoor residential water use standard was set as part of Senate Bill (SB) 1157, which adopts recommendations made by DWR and the State Water Board to reduce indoor water use targets from 55 gpcd to 47 gpcd by 2025 and 42 gpcd by 2030.

Outdoor Residential

Outdoor residential use is expected to be based on the amount of irrigable area and an increasingly stringent landscape efficiency factor with compliance progress measured annually through 2035, when the efficiency factor is proposed to remain constant. The SWRCB assists agencies in calculating outdoor residential use budgets by providing aerial imagery that delineates irrigable irrigated, irrigable but not irrigated, and non-irrigable areas. This data has been provided to suppliers and is expected to be updated in five-year cycles.

Commercial, Industrial, and Institutional Landscape

Commercial, industrial, and institutional (CII) standards will be based on total gallons used and will require implementation of dedicated irrigation meters or in-lieu technologies, and other performance measures for conservation. Additionally, CII customer accounts will need to be classified into specific and general categories for reporting and compliance over the course of several years yet to be determined by the State.

4.5.2.1 Water Loss

The water loss component of the UWUO is a standalone component that must be met on its own beginning in 2028, as described in this section.

Distribution system water losses are the physical potable water losses from the water system, calculated as the difference between water produced and the amount of water billed to customers plus other authorized uses of water. Sources of water loss include:

- Leaks from water lines – Leakage from water pipes is a common occurrence in water systems. A significant number of leaks remain undetected over long periods of time as

they are very small; however, these small leaks contribute to the overall water loss. Aging pipes typically have more leaks.
- Water used for flushing and fire hydrant operations.
- Unauthorized uses or theft of water.
- Customer Meter Inaccuracies – Customer meters can under-represent actual consumption in the water system

In accordance with DWR requirements, the individual retail agencies have quantified their water losses, using the American Water Works Association (AWWA) Water Audit process, in their respective UWMPs. Water lost through leaks represents a loss of revenue for the retail agencies and increases the amount of groundwater or surface water that must be produced. Because the region relies so heavily on groundwater, this water is not permanently lost; it eventually contributes to recharge of the local groundwater basin.

CWC Section 10608.34 required the State Water Board to develop water loss performance standards for urban retail water suppliers to minimize water waste through system leaks. Water loss performance standards were developed through a rulemaking that became effective in 2023. Under the regulations, each supplier will be required to comply, by 2028, with an individualized volumetric water loss standard based on real loss, using the economic model developed by the State Water Board and the supplier's own unique data. Real loss is the physical loss of water from water distribution systems, as opposed to apparent losses, which are revenue losses due to meter inaccuracies, billing errors or unauthorized consumption. A supplier's baseline water loss is calculated as the average water loss from at least 3 of the 4 water loss audits from 2017 – 2020. The real water loss performance standard is based on gallons per service connection per day (gpscd), or gallons per mile of pipe per day (gpmd), depending on how the supplier reports real loss. Post-2028 compliance with volumetric water loss standards will be assessed every three years based on the average of the supplier's real loss from the preceding three years, with an allowed variation of 5 gallons per connection per day above the supplier's water loss standard. Apparent loss standards are equal to the baseline apparent loss and compliance is evaluated at the same time as compliance with the Real Water Loss Performance Standard.

Although the compliance period has not yet started, CWC Section 10631 (d)(3)(C) requires water suppliers to provide data in the UWMP to show whether the supplier met its State Water Board water loss performance standard. Each supplier's 2025 UWMP includes a discussion water loss performance and actions that are being taken to reduce water loss.

4.5.3 Regional Demand Management Measures

San Bernardino Valley has consistently invested in water conservation efforts since its Water Conservation Master Plan was first adopted in 2007. The demand reduction measures in the Master Plan were incorporated into the 2010 RUWMP, 2015 RUWMP, and 2020 IRUWMP updates and are making a measurable impact on demand reduction.

In 2021, SBVMWD developed an enhanced Demand Management Program that will use demand management measures (DMMs) as the basis for funding and assessing the performance of water conservation measures, programs, and incentives within the Region. This data-oriented and performance-based approach will allow SBVMWD to fund a wide range of water conservation measures, programs and incentives proposed by retail suppliers that will have a greater impact on reducing the total amount of water use.

The overarching goal is consistent demand management into the future. The proposed program includes both demand-side and supply-side conservation and is cost effective through economies of scale and leveraging grant funding for the service area. The program focuses on enhancing the technical, managerial, and financial capacity of retail agencies to deliver on urban water conservation and utilize broad-based partnerships and public engagement to help the retail agencies meet their upcoming water use objectives.

Demand Management Measures being implemented by individual retail agencies are described in their respective UWMPs.

5.0 Comparison of Regional Supplies and Demands

This chapter compares the total supplies and demands in the Region under various hydrologic scenarios, including an average (or "normal") year, single dry year, 5-year drought. Wet year impacts and water quality impacts are also discussed. The analysis concludes that the Region has sufficient supplies to meet demands through 2050 in all analyzed hydrologic scenarios.

IN THIS SECTION

- Regional Supply and Demand Balance
- Imported Water Recharge
- Dry and 5-Dry Year Balances

The UWMP Act requires urban water suppliers to assess water supply reliability by comparing total projected water use with the projected water supply over the next twenty years or beyond in 5-year increments. The UWMP Act also requires an assessment for a single-dry year and 5-year drought.

5.1 Water Supply Reliability

Chapter 3 provided information about regional water supplies and Chapter 4 provided information on total projected demands during a normal year. This section compares the total supplies and demands in the Region under the different hydrologic conditions listed above. A discussion of the supplies and demands for each participating retail agency are described in their respective chapters in Part 2, or the respective UWMPs of non-participating agencies.

5.1.1 Imported Water Supply Reliability

Imported water supply reliability is discussed in detail in Section 3.1. According to the 2025 Delivery Capability Report, SBVMWD expects its Table A allocation to vary depending on the type of year, and generally be reduced in the future. For single dry years, SBVMWD anticipates taking delivery of 10,000 AFY of carryover water stored from previous years to supplement Table A deliveries. During 5-year droughts, it is assumed that carryover water will not be available. SBVMWD prioritizes direct deliveries to surface water treatment plants when supplies are limited and coordinates with the requesting agencies to allocate available supplies if full delivery requests cannot be met. For purposes of this Plan, an example of direct delivery curtailments are given during dry years, however this Plan does not prescribe how supplies will actually be distributed when all delivery requests cannot be met. As described in Section 3.1, SBVMWD has invested in Sites Reservoir, which is anticipated to provide deliveries by 2040 and will supplement water supplies during single dry and multiple dry years.

Table 5-1: San Bernardino Valley Anticipated Imported Water Supplies (AFY)

	2030	2035	2040	2045	2050
Normal Year (1922-2021)					
% Table A Available (Table 3-3)	51%	49%	46%	43%	41%
Anticipated Deliveries (Table 3-3)	52,668	49,932	47,196	44,460	41,724
Carryover from Previous Table A (Section 5.1.1)	-	-	-	-	-
Storage from Sites Reservoir (Section 3.1.4)	-	-	11,200	11,200	11,200
Total Normal Year Supply	**52,668**	**49,932**	**58,396**	**55,660**	**52,924**

	2030	2035	2040	2045	2050
Single Dry Year (2014, 2021, 2022)					
% Table A Available (Table 3-4)	5%	5%	5%	5%	5%
Anticipated Deliveries (Table 3-4)	5,130	5,130	5,130	5,130	5,130
Carryover from Previous Table A (Section 5.1.1)	10,000	10,000	10,000	10,000	10,000
Storage from Sites Reservoir (Section 3.1.3)	-	-	11,200	11,200	11,200
Total Single Dry Year Supply	**15,130**	**15,130**	**26,330**	**26,330**	**26,330**
5 Consecutive Dry Years (Table 3-4)					
% Table A Available (Table 3-4)	15%	15%	14%	14%	14%
	15,105	14,820	14,535	14,250	13,965
Carryover from Previous Table A (Section 5.1.1)	-	-	-	-	-
Storage from Sites Reservoir (Section 3.1.3)	-	-	10,000	10,000	10,000
Total 5 Dry Year Supply	**15,105**	**14,820**	**24,535**	**24,250**	**23,965**
Wet Year (Table 3-4)					
% Table A Available (Table 3-4)	84%	83%	83%	82%	82%
Anticipated Deliveries (Table 3-4)	86,184	85,158	85,158	84,132	84,132
Carryover from Previous Table A (Section 5.1.1)	-	-	-	-	-
Storage from Sites Reservoir (Section 3.1.3)	-	-	-	-	-
Total Wet Year Supply	**86,184**	**85,158**	**85,158**	**84,132**	**85,132**

5.1.1.1 Dry Year Direct Delivery Reductions

Direct delivery imported water demands are met by normal year Table A allocations. In both single dry and consecutive dry years, approximately 15,000 AFY of imported water is available (excluding Sites Reservoir), as shown in Table 5-1. The numbers differ slightly; single dry years have lower Table A allocations but have carryover water available, and multiple dry years have higher Table A allocations and are assumed to have no carryover water available. Normal year direct delivery demands are projected to be 27,648 AFY in 2035 (see Section 4.3.1). Direct deliveries would need to be reduced from normal year levels in response to lower imported water availability until Sites Reservoir is online in 2040. Table 5-2 provides an example of how direct deliveries could be reduced in dry years to align with available supply. However, this Plan does not prescribe how supplies will be distributed when all delivery requests cannot be met (actual deliveries would be determined by SBVMWD in collaboration with the retailers requesting direct delivery in a given year). These example reductions were applied in each participating agency's UWMP dry year water supply reliability analysis.

BVMWC typically receives 6,500 AFY of imported water in-lieu of receiving Big Bear Lake releases (see Section 4.3.2). SBVMWD can deliver SBB groundwater to BVMWC instead of imported water if imported water supplies are not available. In 2022, which was a very dry year with 5% Table A allocation, BVMWC took 1,750 AFY of imported water and 6,500 AFY of SBB groundwater. There may be operational requirements that prevent Bear Valley Mutual from taking any less imported water, so 1,750 AFY was considered the minimum quantity of imported water that could be given to BVMWC, with the balance of its in-lieu demand met by SBB groundwater. The remaining agencies would distribute the remaining imported water proportionally to normal year supplies, each receiving approximately 40% less than normal year deliveries.

Starting in 2040, Sites Reservoir would provide supplemental imported water supplies in dry years that would avoid the need for a reduction in direct deliveries to any agency except for BVMWC, which would have varying reductions of up to 4,000 AFY through 2050 that would be made up with in-lieu SBB groundwater.

Table 5-2: Example Reductions in Imported Water Direct Deliveries (AFY)

AGENCY	2035 NORMAL YEAR DELIVERY	2035 DRY YEAR DELIVERY
Redlands	1,000	600
CLAWA	60	36
WVWD	7,000	4,200
BVMWC	6,500	1,750

AGENCY	2035 NORMAL YEAR DELIVERY	2035 DRY YEAR DELIVERY
EVWD	3,568	2,141
Marygold MWC	320	192
FWC	320	1,920
YVWD	6,000	3,600
Total Demand	**27,648**	**14,439**
2035 Single Dry Year Imported Water Available		**15,130**
2035 Five Consecutive Dry Year Imported Water Available		**14,820**

5.1.1.2 Imported Water Recharge

While recharge is not currently required under the Western Judgment or under the Yucaipa GSP for any groundwater basin in this Plan, the regional water agencies remain committed to proactively recharging groundwater basins with imported water, when available in excess of direct delivery demands. Table 5-3 shows the proposed voluntary recharge amounts for each basin over a long-term average, totaling 22,500 AFY. Recharge typically does not occur in dry years since Table A supplies are prioritized for direct deliveries, therefore during wet years, more recharge must occur to achieve the desired long-term average.

Table 5-3: Proposed Long-term Average Imported Water Recharge (AFY)

BASIN	QUANTITY	NOTES
San Bernardino Basin	16,000 AFY	2000-2025 average imported water recharge
Rialto-Colton Basin	3,000 AFY	Cactus basin spreading
Yucaipa Basin	3,000 AFY	YVWD purchases, 2021-2025 average
Yucaipa Basin	500 AFY	WHWC ASR well

BASIN	QUANTITY	NOTES
Total	22,500 AFY	Long-term average

[1]FWC in-lieu Rialto-Colton Basin recharge through the Summit WTP is excluded because it generally does not use Table A supplies.

Table 5-4 the amount of imported water available for recharge in normal years and wet years. During wet years, agencies may also take more imported water as direct deliveries above their normal year amounts, which would have an in-lieu recharge effect as they use less groundwater.

Table 5-4: Imported Water Recharge and Available Supply in Different Year Types (AFY)

	2030	2035	2040	2045	2050
Normal Year / Long-Term Average					
Available Imported Water Supplies	52,668	49,932	58,396	55,660	52,924
Direct Delivery Demands	27,303	27,648	27,757	27,868	27,978
Available for Recharge	25,365	22,284	30,639	27,792	24,946
Wet Year					
Available Imported Water Supplies	86,184	85,158	85,158	84,132	84,132
Direct Delivery Demands	27,303	27,648	27,757	27,868	27,978
Available for Recharge	58,881	57,510	57,401	56,264	56,154

The Region has enough imported water supplies to meet direct delivery demands and the 22,500 AFY of proposed recharge. Starting in 2040, due to falling Table A allocations with climate change, long-term average Table A allocations alone would not provide enough for normal year direct deliveries and 22,500 AFY of recharge. However, with Sites Reservoir yielding deliveries starting in 2040, the region would be able to meet normal year direct deliveries and 22,500 AFY of recharge, as shown in years 2040-2050 in Table 5-4. Without Sites Reservoir, the region would be more susceptible to reduced long-term average recharge and reductions in direct deliveries in dry years, resulting in increased reliance on groundwater. Additional local stormwater capture projects could be considered to achieve the desired groundwater recharge (see Section 3.10.2).

5.1.2 Local Water Supply Reliability

During multi-year and single-year droughts, total SWP supplies and local surface water supplies are reduced so the Region is more reliant upon groundwater.

Although local and imported surface water supplies are highly dependent on local and statewide hydrology, the Region benefits from more than 5.6 million acre-feet of available groundwater storage capacity in the San Bernardino Basin,1.7 million acre-feet of available groundwater storage in the Rialto-Colton Basin, and 2.8 million acre-feet of available groundwater storage in the Yucaipa Basin (Geoscience, 2020). The San Bernardino Basin and Yucaipa Basin can be recharged with imported water and are used to store water when supplies are available and then pumped in dry years. The Rialto Basin will also soon be able to be recharged with imported water. By maximizing deliveries of SWP water in wet years when those supplies are available and supplementing that with other local supplies like stormwater capture and recycled water, the Region expects to accrue sufficient storage to enable a high level of water supply reliability, even during extended droughts.

Annual change in storage evaluations prepared by San Bernardino Valley show that the SBB experiences significant increases in storage during wet years such as 2005, 2011, 2019, and 2023, as shown in Table 5-5.

Table 5-5: SBB Storage Increase in Wet Years

YEAR	INCREASE IN GROUNDWATER IN STORAGE (AF)
2005	223,000
2011	159,000
2019	161,000
2023	223,000

In addition to existing recharge programs, SBVMWD, SBVWCD, Western, SBMWD and RPU are currently developing Projects for Enhanced Recharge Capacity (PERC) and additional Active Recharge Projects (see Section 3.10.2). The list of projects has not been prioritized or scheduled for construction, but for purposes of this Plan, it is assumed that one recharge project will come online every five years starting in 2030, with an average long-term yield of 2,000 AFY per project.

Storing local surface water and imported SWP water in the local groundwater basins in wet years for later use during dry periods will continue to be one of the foundational water management strategies in the Region. As a result of this strategy and the demonstrated success, the available supply from the local groundwater basins in this analysis is not reduced in dry and multiple dry years.

5.2 Summary of Regional Supplies and Demands

5.2.1 Normal Year

In a normal year, SWP and local surface water supplies are used at retail agency treatment plants and any unused SWP supply is available to be recharged. Some non-potable demands in the region are met with recycled water and additional recycled water is recharged into the SBB. The remaining demands are met from local groundwater sources.

Table 5-6 and Figure 5-1 provide a comparison of regional water supplies and demands for a normal year and demonstrate that adequate regional supplies are anticipated for years 2030 to 2050 under normal/average conditions. In a normal year across all of the supplies available in the region, there is a surplus of supply, which results in accumulated storage in local groundwater basins for use in dry years.

Table 5-6: Normal Year Regional Supply and Demand Balance

	2030	2035	2040	2045	2050
San Bernardino Basin					
Surface Water Production	21,665	21,767	21,799	21,831	21,864
Groundwater Production[1]	106,773	112,113	115,927	118,001	120,797
Total Production	128,438	133,880	137,726	139,832	142,661
Safe Yield with New Conservation	172,745	172,745	172,745	172,745	172,745
San Bernardino Basin Balance	**44,307**	**38,865**	**35,019**	**32,913**	**30,084**
Rialto-Colton Basin					
Groundwater Production	12,865	12,865	12,865	12,865	12,865
Baseline Period Pumping	8,235	8,235	8,235	8,235	8,235
Rialto-Colton Basin Balance[2]	**(4,630)**	**(4,630)**	**(4,630)**	**(4,630)**	**(4,630)**
Riverside North Basin					
Groundwater Production	10,561	10,561	10,561	10,561	10,561
Baseline Period Pumping	9,609	9,609	9,609	9,609	9,609
Riverside North Basin Balance[1,2]	**(952)**	**(952)**	**(952)**	**(952)**	**(952)**
Yucaipa Basin					
Groundwater Production	7,663	8,242	8,765	9,289	9,813
Safe Yield	10,980	10,980	10,980	10,980	10,980
Yucaipa Basin Balance	**3,317**	**2,738**	**2,215**	**1,691**	**1,167**
Imported Water					
Direct Deliveries	27,303	27,648	27,757	27,868	27,978

	2030	2035	2040	2045	2050
Imported Water Available[3]	52,668	49,932	58,396	55,660	52,924
Imported Water Balance[4]	**25,365**	**22,284**	**30,639**	**27,792**	**24,946**
Recycled Water Direct Use[5]					
Recycled Water Demands	4,716	4,869	5,001	5,132	5,264
Recycled Water Supplies	4,716	4,869	5,001	5,132	5,264
Total Demands	191,547	198,065	202,675	205,546	209,141
Total Supplies	258,953	256,370	264,966	262,361	259,757
Total Supply Balance	**67,407**	**58,306**	**62,290**	**56,814**	**50,615**

Notes: [1]Excludes RHWC demands on each supply source and its rights to produce from those basins.

[2]Rialto-Colton and Riverside North Basins are not under recharge obligations because the three key index wells are above 822 ft. If projected pumping above baselines leads to falling groundwater levels and triggers a recharge obligation, imported water supplies can be used to recharge the basins.

[3]Includes Sites Reservoir starting in 2040.

[4]Balance of imported water is available for recharge.

[5]Excludes recycled water recharge, summarized in Section 4.4.

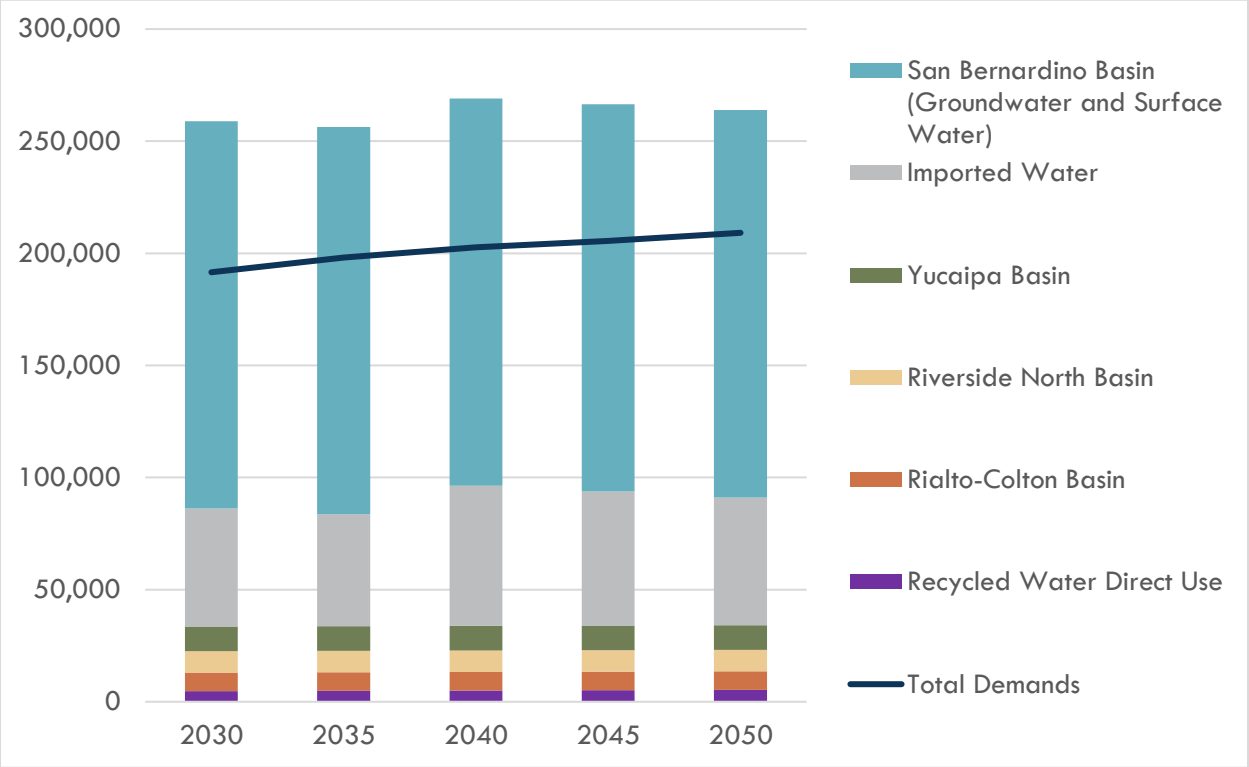

Figure 5-1: Normal Year Regional Supply and Demand Balance (AFY)

While the Region currently has sufficient supplies, it continues to invest in additional water supply projects to ensure it has enough for the future. Figure 5-2 shows that the Region currently has invested in over 17,000 AFY of recycled water recharge and direct use in the SBB and has identified projects to provide an additional 45,000 AFY in recharge of stormwater, imported water, and recycled water by 2050.

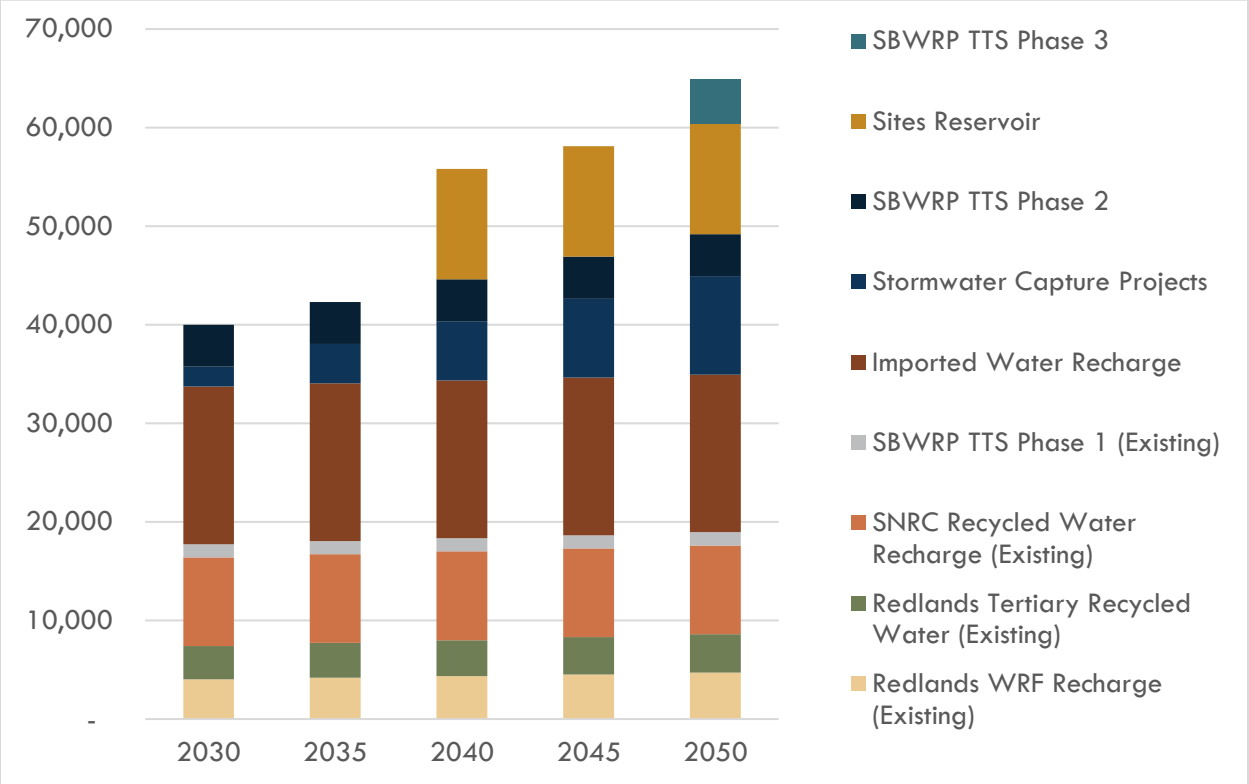

Figure 5-2: Existing and Proposed SBB Supply Improvement Projects (AFY)

5.2.2 Single Dry Year

In addition to population and employment, two major factors that affect water usage are weather and water conservation. Historically, when the weather is hot and dry, water usage increases due to outdoor irrigation uses. The increases vary according to the number of consecutive years of hot, dry weather and the conservation activities imposed. For this analysis it is estimated that total regional demands will increase by approximately 5 percent during dry years, based on an average of dry year demand increases across all Participating Agencies.

Table 5-7 and Figure 5-3 provide a comparison of regional water supplies and demands for a single dry year and demonstrate that adequate regional supplies are anticipated for years 2030 to 2050 even under dry conditions.

Total dry year demands in Table 5-7 do not appear significantly higher than normal year demands in Table 5-6 despite the 5% increase in demands during dry years. This is because some non-participating agencies receive less supplies from this region during dry years but make up those supplies by relying on supplies outside the scope of this Plan, therefore the demand on those supplies does not appear in this table. For instance, FWC receives approximately 6,500 AFY less in dry years from SBB Groundwater (Lytle), SBB Surface Water (Lytle Creek), and Imported Water from SBVMWD, but makes up those supplies as well as weather-related demand increases with Chino Basin groundwater and/or imported water from IEUA, which are not recorded as demands in this table.

Table 5-7: Single Dry Year Regional Supply and Demand Balance (AFY)

	2030	2035	2040	2045	2050
San Bernardino Basin Supply	172,745	172,745	172,745	172,745	172,745
Rialto-Colton Basin Supply	8,235	8,235	8,235	8,235	8,235
Riverside North Basin Supply	9,609	9,609	9,609	9,609	9,609
Yucaipa Basin Supply	10,980	10,980	10,980	10,980	10,980
Imported Water Supply	15,130	15,130	26,330	26,330	26,330
Recycled Water Supply	4,716	4,869	5,001	5,132	5,264
Total Single Dry Year Supplies	**222,621**	**222,775**	**234,105**	**234,237**	**234,368**
Total Dry Year Demands	194,299	201,143	205,984	208,999	212,773
Total Supply Balance	**28,322**	**21,632**	**28,122**	**25,238**	**21,595**

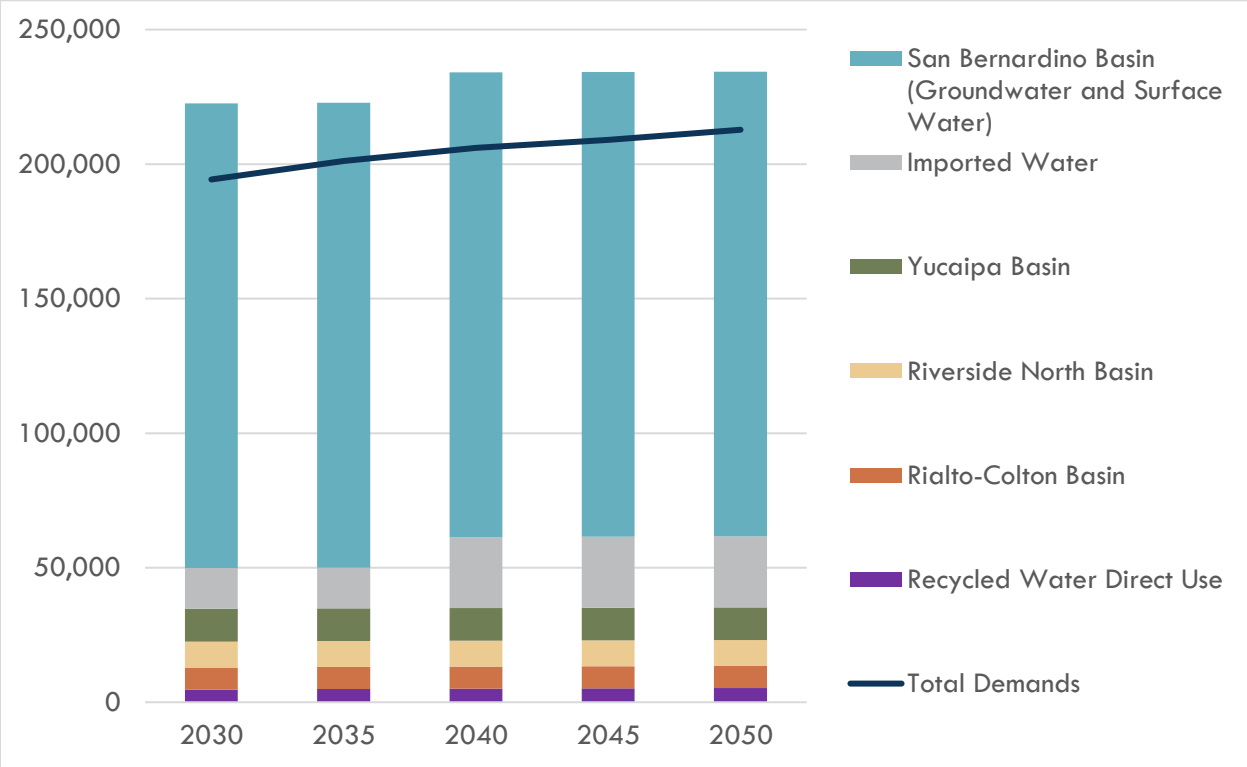

Figure 5-3: Single Dry Year Regional Supply and Demand Balance (AFY)

5.2.3 5-Year Drought

For this analysis, it is estimated that total regional demands will increase by approximately 5 percent during dry periods, including a 5-year drought. Although conservation efforts may be effective in reducing demands during the later years of a 5-year drought, a 5% increase is assumed to be constant through the 5-year drought to be conservative.

During a 5-year drought, Table A supplies are, on average, higher than a single dry year, but carryover water is assumed not to be available. Because of this, slightly less imported water is available in each year of a 5-year drought as a single dry year. Starting in 2040, supplemental imported water supplies from Sites Reservoir help to meet the demands of direct deliveries.

Table 5-8 and Figure 5-4 provide a comparison of regional water supplies and demands for a 5-year drought and demonstrate that adequate regional supplies are anticipated for years 2030 to 2050 even under extended dry conditions.

Total dry year demands in Table 5-8 do not appear significantly higher than normal year demands in Table 5-6 despite the 5% increase in demands during dry years. This is because some non-participating agencies receive less supplies from this region during dry years but make up those supplies by relying on supplies outside the scope of this Plan, therefore the demand on those supplies does not appear in this table, as explained in the Single Dry Year analysis.

Table 5-8: Five Consecutive Dry Year Regional Supply and Demand Balance (AFY)

	2030	2035	2040	2045	2050
San Bernardino Basin Supply	172,745	172,745	172,745	172,745	172,745
Rialto-Colton Basin Supply	8,235	8,235	8,235	8,235	8,235
Riverside North Basin Supply	9,609	9,609	9,609	9,609	9,609
Yucaipa Basin Supply	10,980	10,980	10,980	10,980	10,980
Imported Water Supply	15,105	14,820	24,535	24,250	23,965
Recycled Water Supply	4,716	4,869	5,001	5,132	5,264
Total 5-Year Drought Year Supplies	**221,390**	**221,259**	**231,105**	**230,951**	**230,798**
Total Dry Year Demands	194,299	201,143	205,984	208,999	212,773
Total Supply Balance	**27,091**	**20,116**	**25,121**	**21,952**	**18,024**

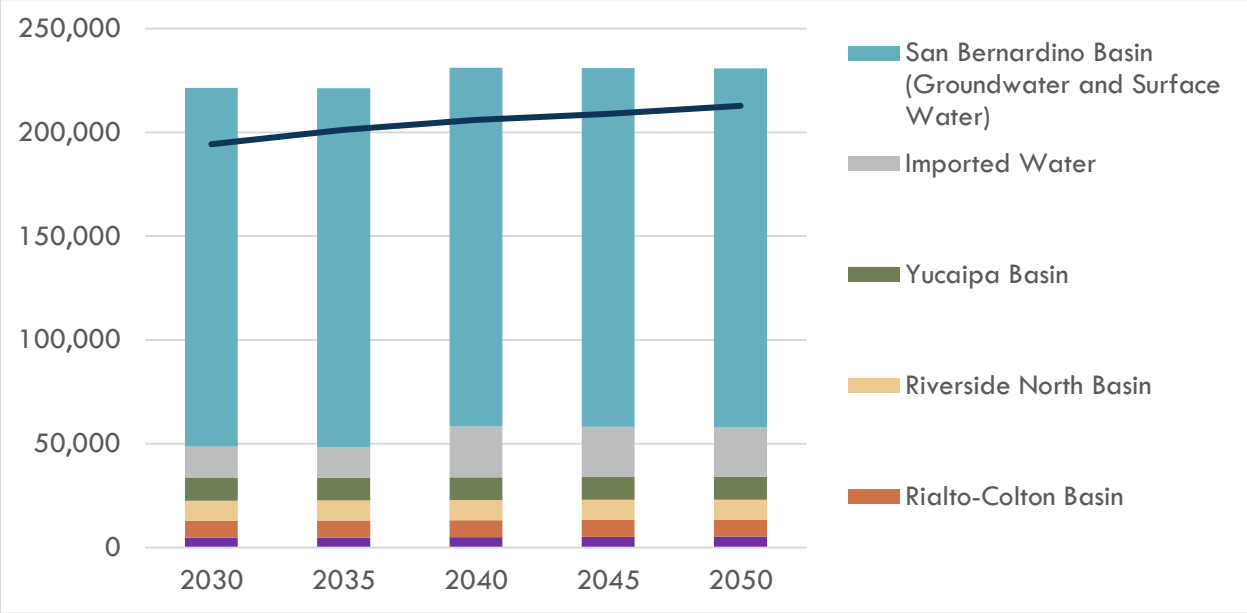

Figure 5-4: Five Consecutive Dry Year Regional Supply and Demand Balance

5.2.4 Long-Term Drought

Analysis of a long-term drought is not required by the UWMP Act but was included in this Plan as a qualitative discussion to be comprehensive and demonstrate how the Region responds to extended droughts. Figure 5-5 shows how imported water supplies may be impacted during a period of 20 dry years, assuming a 95% level of concern of climate change risk (95% likely to not be worse than this), to be conservative. The most recently modeled 20-year period had average SWP Table A allocations of 37%, and the lowest 20-year allocation period modeled was 1922-1941 with a 35% allocation. Long-term droughts typically have average higher supply than a single dry year or five-year drought, because there are typically some wetter years scattered throughout a long-term drought, as shown in Figure 5-5.

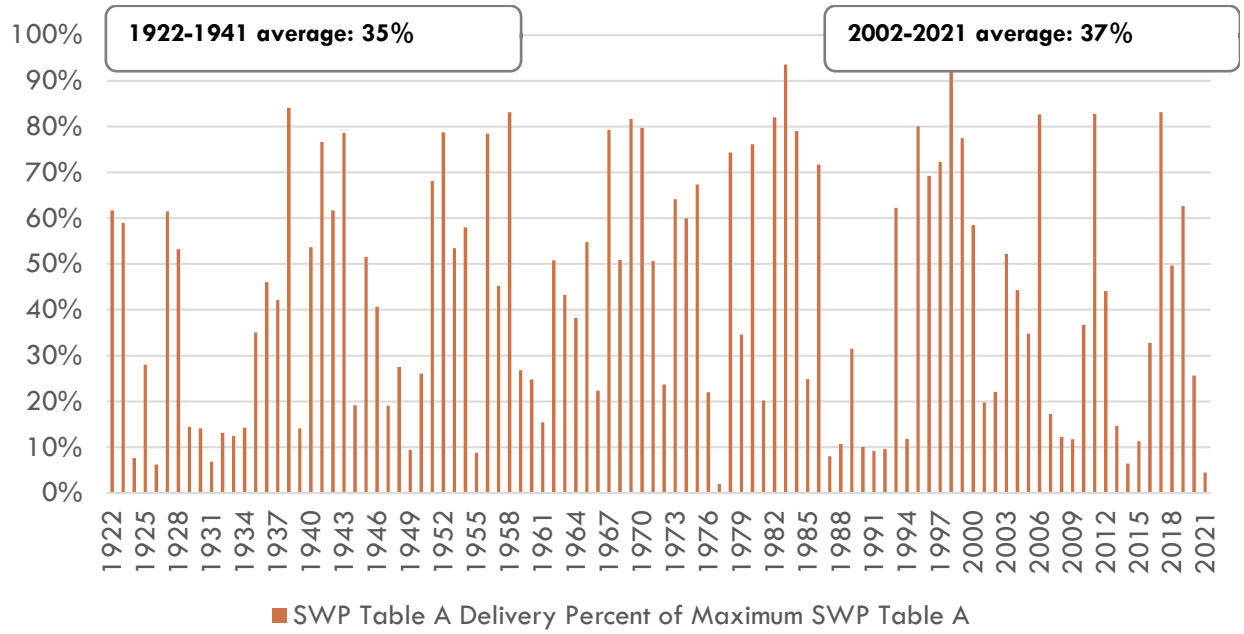

Figure 5-5: Modeled Table A Allocation at 95% Climate Change Level of Concern Based on Historic Hydrology (2025 DCR)

In an extended drought, the Region would continue to prioritize direct deliveries with imported water. A 35% average SWP allocation equates to 35,910 AFY of Table A supply and would be sufficient to meet SBVMWD's demand for direct deliveries, but with little leftover to recharge compared to the region's recharge targets in Section 5.1.1.2. Higher temperatures and lower rainfall during drought would also lead to higher outdoor water use in many years, similar to a 5-year drought.

The Region has invested in groundwater recharge to prepare for extended droughts and currently has 4.9 million acre-feet stored in the San Bernardino Basin and 2.2 million acre-feet stored in the Yucaipa Basin as of 2025, and an additional 2.2 million acre-feet between the Rialto-Colton Basin and Riverside Basin (as of 2020), which can all be drawn upon if needed. Over the course of a drought, groundwater levels would decline as natural and supplemental recharge is limited and groundwater pumping is higher than usual. However, wetter years within the long-term drought period would provide critical opportunities to recharge groundwater supplies drawn down over time. Figure 5-6 shows how during the last extended drought, which started around 2000, the San Bernardino Basin experienced reduced groundwater in storage over time. It also shows that in the occasional wet years such as 2005, 2011, 2019, and 2023, storage levels temporarily rebounded due to natural and supplemental recharge, which helped support ongoing reliance on groundwater storage during subsequent dry years.

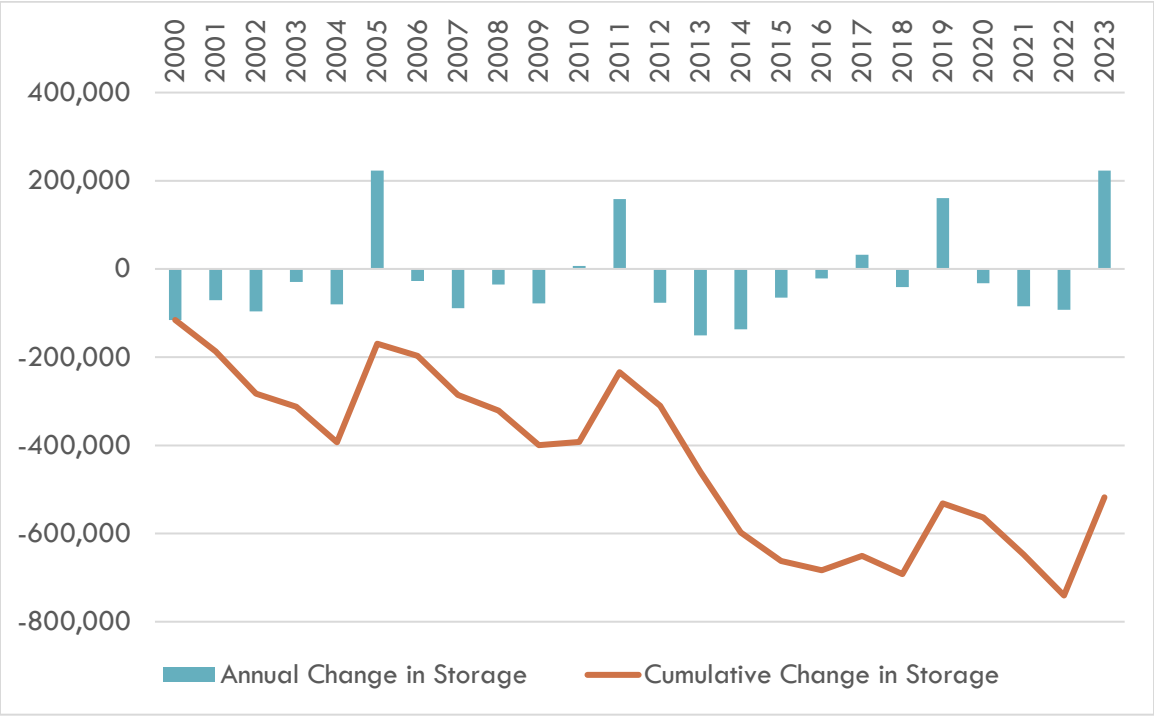

Figure 5-6: San Bernardino Basin Groundwater Change in Storage (AFY)

Finally, each supplier in the region has also prepared Water Shortage Contingency Plans that outline demand management actions that could be implemented if needed in an extended drought to help reduce demand and stretch available supplies. The Region has invested in a diverse set of supplies and infrastructure and has focused on maximizing groundwater storage to prepare itself for future dry periods. The Region intends to further expand recharge opportunities to provide additional supply reliability during future long-term droughts.

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2025 Urban Water Management Plan Public Draft

Part 2 Chapter 4

MAY 2026 | CITY OF REDLANDS



CITY OF REDLANDS

2025 Urban Water Management Plan Public Draft

MAY 2026

Prepared by Water Systems Consulting, Inc

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Laine Carlson, PE

Aaron Morland, PE

Patricia Parks, PE

Ariana Lopez

Madeline Blua

Water Systems Consulting, Inc. would like to acknowledge the significant contributions of the City of Redlands. The primary contributors are listed below.

Paul Mariscal, Water Utility Manager

Kimberly Tra, Regulatory Compliance Officer

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4 City of Redlands

This chapter describes information specific to the City of Redlands (Redlands or City), its supplies, demands, and water use efficiency programs. The information and analysis in this chapter are supplemental to the regional information presented in Part 1 of the 2025 RUWMP and is provided to meet the City of Redlands' reporting requirements for 2025 under the UWMP Act.

IN THIS SECTION

- System Description
- Water Use
- SBX7-7 Compliance
- Water Supply
- Water Service Reliability
- Drought Risk Assessment
- Water Shortage Contingency Plan Summary
- Demand Management Measures
- Adoption, Submittal, and Implementation

4.1 System Description

Redlands has provided water services to the community since 1910. Redlands is a retail public water supplier that meets the definition of an urban water supplier with over 23,500 municipal water service connections in 2025.

The water utility service area generally coincides with the City's incorporated area and sphere of influence. The service area encompasses 36.25 square miles inside the City's corporate boundaries and 13.85 square miles outside City boundaries. Water use is largely attributed to landscape irrigation due to arid climate and large residential lots, and some residential lots with agricultural irrigation demands.

A small part in the southeastern section of the City is currently served by Western Heights Mutual Water Company and is not part of this UWMP. Figure 4-1 shows the Redlands water service area.

All volumes of water in this chapter are presented in units of Acre-Feet (AF). One AF is the volume of water required to cover one acre with one foot of water, or approximately 325,851 gallons.

This section describes the population and land uses within Redlands' service area. The regional climate, which includes Redlands' service area, is described in Part 1, Chapter 2 of the 2025 RUWMP.

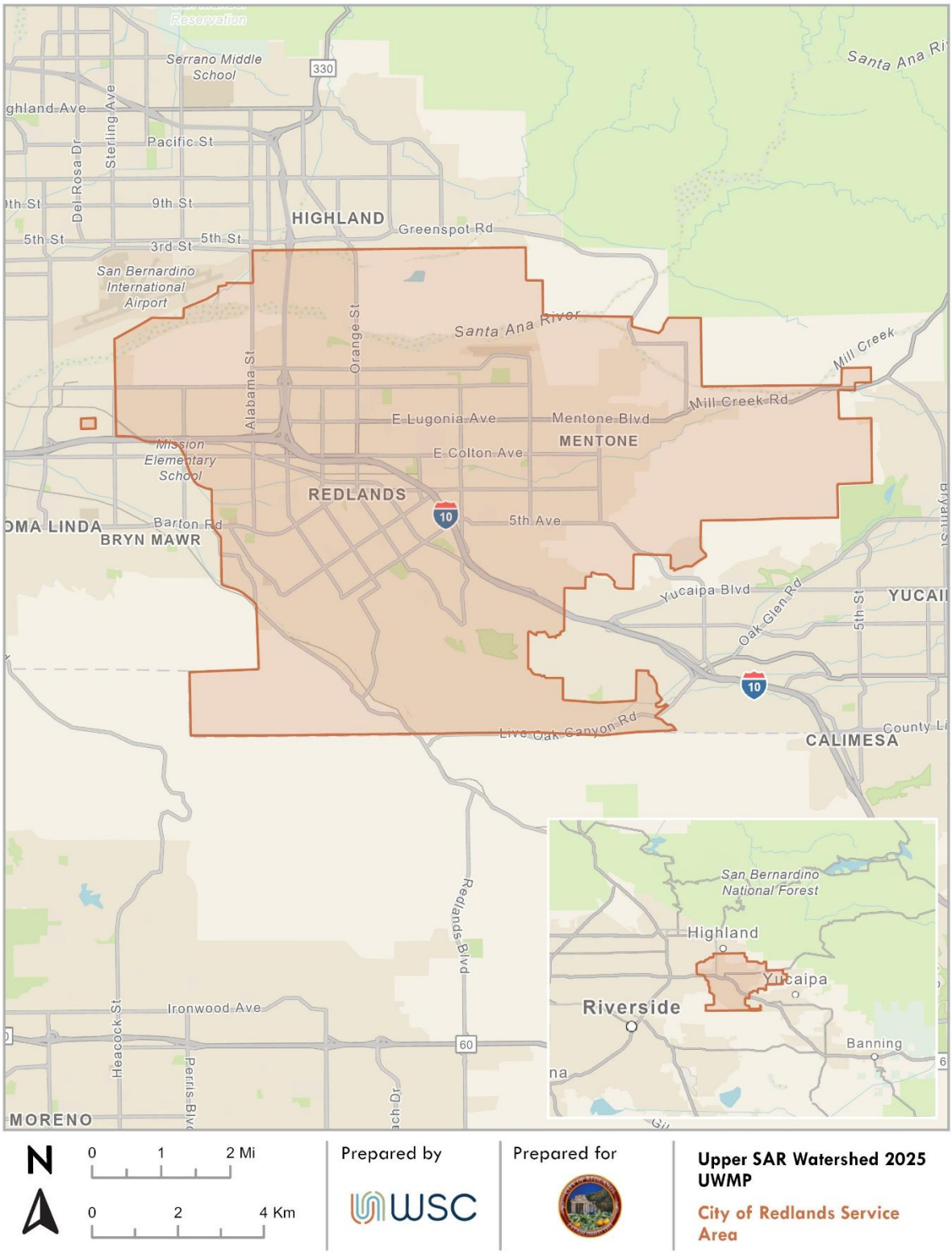


Figure 4-1: City of Redlands Water Service Area Map

4.1.1 Population

Estimates of population served by Redlands are based on the 2020 U.S. Census Bureau and the Southern California Association of Governments (SCAG) (Governments, Connect SoCal Regional Transportation Plan (RTP), 2024). A geographic information systems (GIS) analysis of 2020 Census data was used to determine the Redlands 2020 service area population. The 2020 population and the number of residential connections served by Redlands in 2020 were used to derive a 2020 persons per residential connection factor of 3.96. This factor was then multiplied by the number of residential connections in 2024 to estimate the 2024 population served by Redlands. As discussed in Section 4.2.2, connection data can be irregular due to billing cycles, so the 2024 calculated population is the official 2025 population is reported in this plan.

To project the population served by Redlands from 2030 to 2050, average annual household growth rates from SCAG projections were applied to the 2024 population estimate. SCAG prepared population, household, and employment estimates for 2019, 2035, and 2050 as part of the 2024 Connect SoCal Regional Transportation Plan based on land use data in the region through extensive processes that emphasizes input from local planners and is done in coordination with local or regional land use authorities, incorporating essential information to reflect anticipated future populations and land uses. SCAG's projections undergo extensive local review, incorporate zoning information from city and county general plans, and are supported by Environmental Impact Reports.

A GIS analysis of SCAG projection data was used to determine the SCAG growth rates specific to the Redlands service area. SCAG projected an increase in the number of households from 2019 to 2035 averaging 0.84% per year and from 2035 to 2050 averaging 0.45% per year. Estimated current and projected populations of the Redlands service area are included in Table 4-1.

Table 4-1: DWR 3-1R Current and Projected Population

POPULATION SERVED	2025	2030	2035	2040	2045	2050
TOTAL:	84,183	88,516	92,297	94,910	97,597	100,361

4.1.2 Land Use

Per the 2017 Redlands General Plan, 27% of the land within Redlands city limits is single-family residential, 3% is multi-family residential, 3% is commercial, 5% is industrial, 4% is public and institutional facilities, 16% is parks and open space, 4% is agricultural, and 5% is other uses including the Redlands Municipal Airport, utilities facilities, and public parking lots. The balance is made up of vacant land and public and private rights of way (railroads and private roads). This is shown in Figure 4-2. While the city limits is a smaller area than the water service area, it still generally represents the land uses of the water service area.

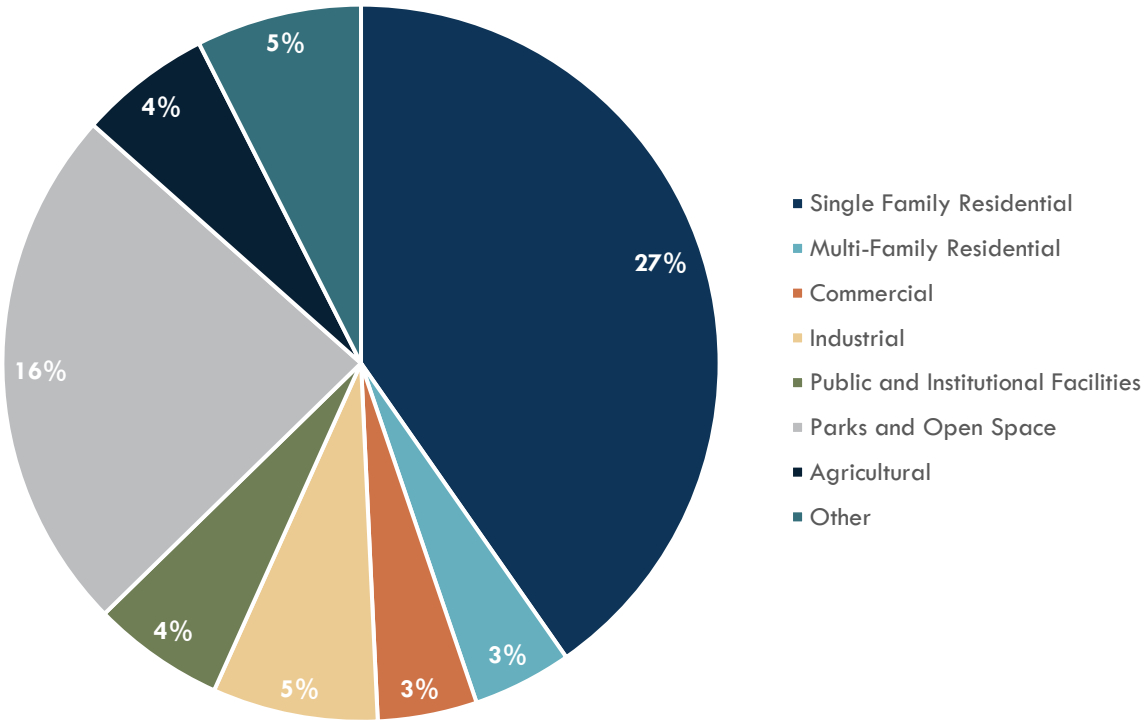


Figure 4-2: Land Uses Within the City of Redlands

4.2 Water Use

This section describes the current and projected water uses within Redlands' service area.

4.2.1 Potable versus Non-Potable Water Use

In addition to serving potable water for domestic use, Redlands provides non-potable groundwater and recycled water to customers in its service area for irrigation and industrial uses. Recycled water from the City of Redlands Wastewater Treatment Plant (WWTP) is used by the Mountain View Power Plant and the California Street Landfill. Recycled water that is not used by those two customers is used by some landscape customers. This recycled water supply to landscape customers is sometimes augmented by non-potable water from wells. Redlands also maintains other separate non-potable systems that are supplied exclusively by non-potable groundwater, which also deliver to non-potable landscape customers, as well as non-potable agricultural irrigation and non-potable commercial/industrial customers.

4.2.2 Water Use by Sector

Redlands categorizes its water customers into six categories for potable deliveries: Single-Family, Multi-Family, Commercial/Institutional, Landscape, Agricultural Irrigation, and Other, which includes fire suppression, construction water, and bulk water sales. Redlands also makes deliveries of non-potable water to three customer categories: Commercial/Institutional, Landscape, and Agricultural/Landscape Irrigation. Redlands delivers recycled water to Mountain View Power Plant and a landfill. There are also 70 approved and 67 active landscape customers that receive a blend of non-potable groundwater and recycled water, listed as recycled water customers throughout this Plan. The number of connections by customer class from 2021 to 2025 is presented in Table 4-2. Redlands utilizes bi-monthly billing which can cause inconsistencies in some categories of connections data, as shown by a perceived reduction in connections from 2021 to 2022 and 2024 to 2025.

Table 4-2: City of Redlands 2021-2025 Connections by Customer Class

CUSTOMER CLASS	2021	2022	2023	2024	2025
Single-Family	19,274	19,139	19,250	20,087	19,590
Multi-Family	972	973	1,001	1,185	1,005
Commercial/Institutional	1,378	1,361	1,373	1,399	1,327
Landscape	533	536	545	544	571
Agricultural Irrigation	16	16	17	17	20
Other	693	684	708	661	766
Non-Pot – Commercial/Institutional	11	11	12	11	12
Non-Pot – Landscape	136	139	144	147	148
Non-Pot – Agricultural Irrigation	3	1	1	-	-
Total Potable and Non-Pot	23,016	22,860	23,051	24,051	23,439
Recycled Water	60	60	62	65	67
TOTAL:	**23,076**	**22,920**	**23,113**	**24,116**	**23,506**

4.2.2.1 Past Water Use

Redlands' actual water use by customer class from 2021-2025 is shown in Table 4-3 and Figure 4-3. Approximately 89% of Redlands deliveries are potable water. Of potable deliveries, approximately 58% are to single-family connections, followed by 13% to multi-family connections, 14% to commercial and institutional connections, with the balance going to landscape, irrigation, and other connections.

Table 4-3: 2021-2025 Actual Water Use (AF)

CUSTOMER CLASS	2021	2022	2023	2024	2025
Single-Family	13,079	12,440	10,912	11,732	12,467
Multi-Family	3,053	2,959	2,700	2,836	2,887
Commercial/Institutional	2,855	3,046	2,942	4,198	3,040
Landscape	2,347	2,325	1,941	2,255	2,353
Agricultural Irrigation	339	401	295	356	476
Other	235	159	167	166	212
Non-Pot – Commercial/Institutional	166	189	217	165	209
Non-Pot – Landscape	1,404	1,426	1,467	1,211	1,383
Non-Pot – Agricultural Irrigation	2	2	-	-	-
Water Losses	2,954	2,880	1,026	915	1,202
TOTAL POTABLE AND NON-POTABLE:	**26,433**	**25,828**	**21,667**	**23,835**	**24,229**
Recycled Water – Direct	1,986	3,042	2,854	2,329	1,705
TOTAL DEMAND:	**28,419**	**28,870**	**24,521**	**26,164**	**25,934**

Notes: Recycled Water – Direct customers include Mountain View Power Plant, California Street Landfill, and some Landscape customers. These recycled water Landscape customers occasionally receive a blend of non-potable groundwater (max of 760 AFY annually from 2021-2025; 40 AFY in 2025) depending on operational needs. This non-potable groundwater is included in the Recycled Water – Direct line item. All customer categories listed as Non-Pot only receive non-potable groundwater.

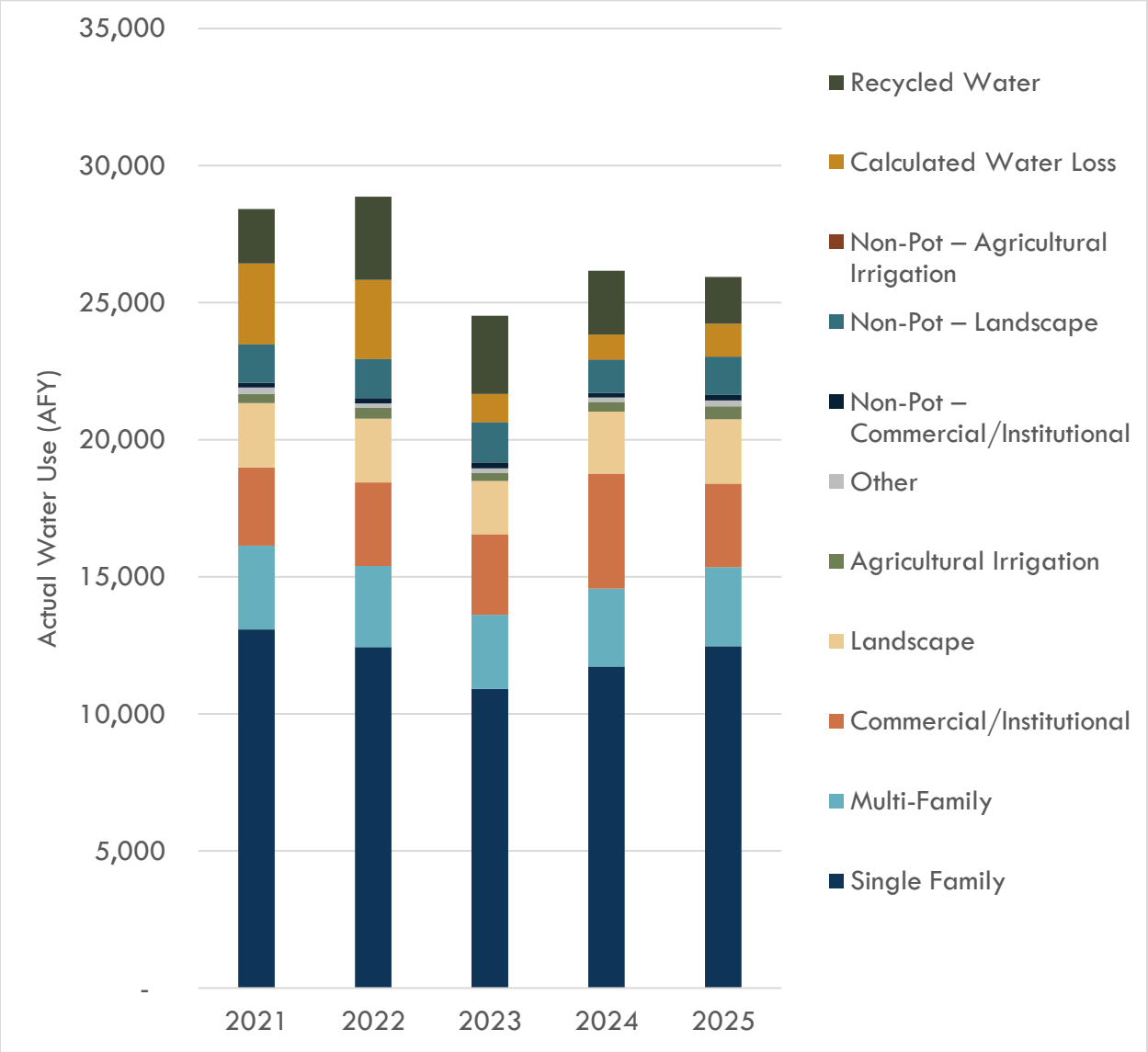


Figure 4-3: City of Redlands 2021-2025 Water Consumption by Customer Class

4.2.2.2 Distribution System Water Losses

Distribution system water losses are the physical potable water losses from the point of water entry to the distribution system to the point of delivery to the customer's system. Water loss can result from aging infrastructure, leaks, seepage, theft, metering inaccuracies, data handling errors, and other causes. Addressing water losses can increase water supplies and recover revenue. Redlands monitors its water loss and prepares an annual American Water Works Association (AWWA) Water Audit to estimate the volume of water loss. Redlands has submitted all required water loss audits to the State Water Resources Control Board (SWRCB), as shown in Table 4-4.

Table 4-4: DWR 4-5R Month Water Loss Audit Reporting

Public Water System ID # Reported in Table 2-1R	Reporting Period	Submitted to DWR Water Loss Audit Program
CA3610037	2020	Yes
CA3610037	2021	Yes
CA3610037	2022	Yes
CA3610037	2023	Yes
CA3610037	2024	Yes

DWR NOTES:

2020 AWWA: Copy of 2020 Redlands Calendar Year Water Loss Audit_Final.xlsx

2021 AWWA: Redlands 2021 CY Water Loss Audit - Final.xlsx

2022 AWWA: Redlands 2022 CY Water Loss Audit (FWAS v6.0) FINAL.xlsx

2023 AWWA: PWSID CA3610037 - Redlands - 2023 - Water Loss Audit (FWAS v6.0) FINAL.xlsx

2024 AWWA: Redlands 2024 CY Water Loss Audit (FWAS_V6.1).xlsx

4.2.2.3 Progress Toward Meeting the Water Loss Performance Standard

California Water Code (CWC) Section 10608.34 required the SWRCB to develop water loss performance standards for urban retail water suppliers to minimize water waste through system leaks. Water loss performance standards were developed through a rulemaking that became effective in 2023. Under the regulations, each supplier will be required to comply, by 2028, with an individualized volumetric water loss standard based on real loss, using the economic model developed by the SWRCB and the supplier's own unique data. Real loss is the physical loss of water from water distribution systems, as opposed to apparent losses, which are revenue losses due to meter inaccuracies, billing errors, or unauthorized consumption. A supplier's baseline water loss is calculated as the average water loss from at least three of the four water loss audits from 2017 – 2020. The real water loss performance standard is based on gallons per service connection per day (gpscd), or gallons per mile of pipe per day (gpmd), depending on how the supplier reports real loss. Post-2028 compliance with volumetric water loss standards will be assessed every three years based on the average of the supplier's real loss from the preceding three years, with an allowed variation of five gpscd above the supplier's water loss standard. Apparent loss standards are equal to the baseline apparent loss and compliance is evaluated at the same time as compliance with the Real Water Loss Performance Standard.

Although the compliance period has not yet started, CWC Section 10631 (d)(3)(C) requires water suppliers to provide data in the UWMP to show whether the supplier met its SWRCB water loss performance standard.

Based on data released by the SWRCB on January 30, 2026, Redlands' baseline water loss is 46.1 gpscd, which is made up of the baseline real water loss standard of 24.8 gpscd, and the baseline apparent loss standard of 29.6 gpscd. As shown in Table 4-5, based on the most recent water loss audit from 2024, Redlands has met the real water loss and apparent water loss performance standards. Section 4.1 discusses Redlands' programs to assess and manage distribution system real loss.

Table 4-5: DWR 4-6R Progress Towards 2028 Water Loss Standard

Public System ID # Reported in Submittal Table 2-1R	Did the Water Board Calculate a Water Loss Standard for this Public System?	2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss Standard	Number of Units	Volume of Total Real Water Loss (from AWWA Water Loss Audit)	2025 or Most Recent Year Real Water Loss per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit)	2025 or Most Recent Year Apparent Water Loss per Unit per Day
CA3610037	Yes	24.8	gpscd	22,859	618	24.1	29.6	gpscd	22,859	328	12.8

gpscd = gallons per service connection per day

4.2.3 Projected Water Use

Various demand projection scenarios and conditions were considered for this UWMP. Historic demand trends and water use per connection for each connection type (single-family residential, multi-family residential, commercial, etc.) were assessed along with expected growth rates to project demand through 2050. The major assumptions used to develop demand projections are listed below and summarized in Table 4-6.

Baseline Water Use: A historic baseline period is used to approximate "normal" demand patterns representative of what is expected in the future given normal conditions for influential factors impacting demand, known as "demand drivers." A key demand driver is rainfall. Baseline years incorporate impacts of dry and wet years since demand typically fluctuates with rainfall due to the need for more irrigation in dry years and less in wet years. For this UWMP, a baseline period of 2021-2024 is used, which captures two dry years and one wet year. A baseline water use per connection was established for each connection type.

Connection Growth Rate: Indoor residential usage is considered separately from outdoor usage since indoor use is associated with people in a housing unit and outdoor use is associated with the landscape of a housing unit. Therefore, the growth of "indoor residential connections" and "outdoor residential connections" are considered separately just for purposes of projecting demand (residential services only have one connection, except multi-family units may have dedicated landscape irrigation connections). Indoor residential "connections" are projected to scale with population and outdoor residential "connections" are projected to scale with household projections. Since Redlands is basing population growth off household growth (see Section 4.1.1), these rates will be the same. Commercial, Industrial, and Institutional (CII) and Landscape connections were assumed to grow at the SCAG employment growth rate.

Water Loss: 2021-2024 losses ranged from 4% to 11%. This demand projection assumes water losses will be 8% through 2050.

Total Projected Demand ("status quo"): For each connection type, the baseline water use per connection was multiplied by the projected future number of connections to estimate future water use by connection type. The water loss percentage was applied to the subtotal of demand for all connection types to determine the total projected future demand. This represents a "status quo" future demand assuming demand patterns remain the same as the baseline period.

Table 4-6: Demand Projection Assumptions

Parameter	Assumption	Value
Baseline	2021-2024	N/A
Residential Growth Rate	SCAG Households	0.84% by 2035 0.56% 2035 - 2050
CII Growth Rate	SCAG Employee Growth Rate	0.84% by 2035
Landscape Growth Rate	SCAG Employee Growth Rate	0.52% 2035 - 2050
Water Losses	Baseline average	8%

Improvements in Per-Connection Water Use: To reflect that Urban Water Use Objective (UWUO) requirements, building code changes, and social behavior changes may impact future water use, the following assumptions were made for how existing and future connections' water use will change:

- **Existing Connections**
  - Indoor residential use will become 1% more efficient by 2030.
  - Outdoor residential use will become 1% more efficient by 2030.
  - Landscape use will become 1% more efficient by 2030.
- **Future Connections**
  - Residential indoor water use will become 9% more efficient by 2030, reflecting that indoor water use in future connections should be 42 gpcd (or less) due to water efficiency standards and building codes.
  - Residential outdoor water use will become 10% more efficient by 2030.
  - Landscape water use will become 10% more efficient by 2030.

Recycled Water Direct Use: Projected recycled water use by the Mountain View Power Plant and California Street Landfill is based on 2021-2024 average deliveries throughout the planning horizon. Projected recycled water use by landscape connections is based on 2021-2024 deliveries and is expected to grow as new connections come online per the SCAG employee growth rate. Some existing Non-Pot – Landscape customers currently served all non-potable groundwater are assumed to be converted to recycled water as the recycled water system is improved. For simplicity, the recycled water demand projections assume that the blended system will not need to be augmented with non-potable groundwater, however under certain operating conditions this may still occur.

Projected future demands by customer class are presented in Table 4-7, Table 4-8, and Figure 4-4.

Table 4-7: DWR 4-2R Projected Demands for Potable, Non-Potable, and Recycled Water (AFY)

CUSTOMER CLASS	2030	2035	2040	2045	2050
Single-Family	12,806	13,285	13,642	13,999	14,356
Multi-Family	3,435	3,564	3,659	3,755	3,851
Commercial/Institutional	3,447	3,588	3,685	3,782	3,879
Landscape	2,300	2,386	2,445	2,504	2,563
Agricultural Irrigation	360	360	360	360	360
Other	175	175	175	175	175
Non-Pot – Commercial/Institutional	180	180	180	180	180
Non-Pot – Landscape	820	820	820	820	820
Non-Pot – Agricultural Irrigation	-	-	-	-	-
Water Losses	1,941	2,015	2,072	2,128	2,184
Recycled Water – Direct	3,357	3,510	3,642	3,773	3,905
TOTAL:	**28,821**	**29,882**	**30,678**	**31,474**	**32,271**

Notes: Recycled Water – Direct customers include Mountain View Power Plant, California Street Landfill, and some Landscape customers which in this projection are assumed to only receive recycled water. All customer categories listed as Non-Pot only receive non-potable groundwater.

Table 4-8: Total Gross Water Use (AFY)

	2025	2030	2035	2040	2045	2050
Potable and Non-Potable Water From Table 4-1R and 4-2R	24,229	25,463	26,372	27,036	27,702	28,367
Recycled Water Demand[1] From Table 6-4R	1,705	3,357	3,510	3,642	3,773	3,905
TOTAL WATER USE:	**25,934**	**28,821**	**29,882**	**30,678**	**31,474**	**32,271**

[1]Mountain View Power Plant, California Street Landfill, and Landscape recycled water demands.

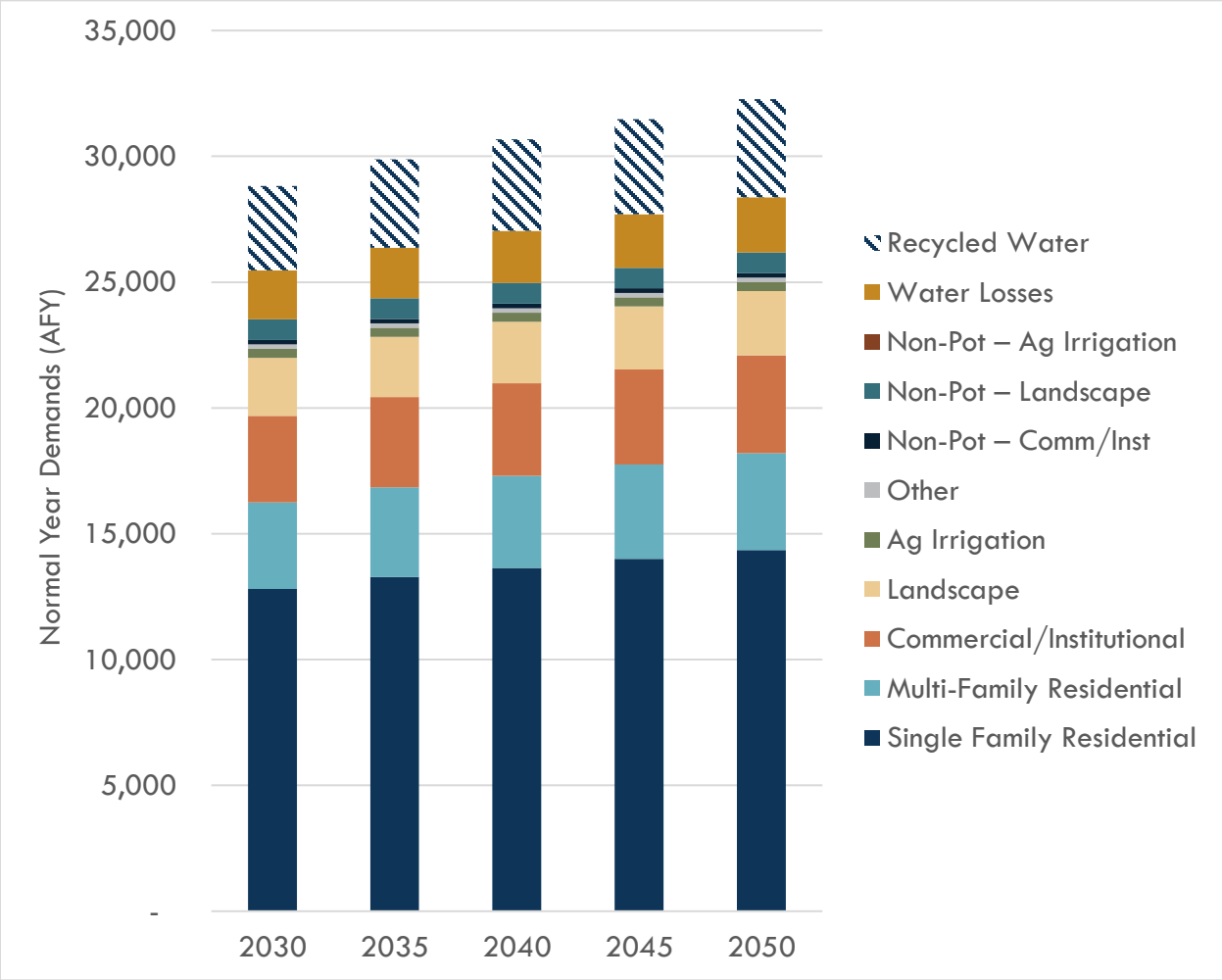


Figure 4-4: City of Redlands Projected Water Demand, by Customer Class

4.2.4 Water Use for Lower Income Households

Senate Bill 1087 requires water use projections in a UWMP include the projected water use for single-family and multi-family residential housing for lower income households as identified in the housing element of any city or county in the service area of the supplier. The Regional Housing Needs Assessment (RHNA) establishes housing needs for each jurisdiction over the applicable planning period. SCAG adopted the 6th Cycle RHNA Allocation Plan, which covers the planning period from October 2021 through October 2029 (Governments, Connect SoCal Regional Transportation Plan (RTP), 2021)). SCAG's population and household projections inform the RHNA Allocation Plan and are used in the determination and allocation of housing needs, including lower income housing, for individual jurisdictions. The growth projections in this UWMP are based on SCAG projections for the service area and therefore also incorporate the lower income housing projections. The projected demands in this UWMP represent water use from all future growth and are inclusive of water use for lower income households. Table 4-9 demonstrates compliance with Senate Bill 1087.

Table 4-9: DWR 4-3R Inclusion in Water Use Projections

Are Future Water Savings Included in Projections?	Yes
Are Lower Income Residential Demands Included in Projections?	Yes

4.2.5 Climate Change Considerations

A topic of growing concern for water planners and managers is climate change and the potential impacts it could have on California's future water supplies.

Recent climate change modeling for the Santa Ana River watershed suggests that a changing climate will have multiple effects on the Region. Adaptation and mitigation measures will be necessary to account for these effects. Part 1, Chapter 2 of the 2025 RUWMP includes an assessment of the potential impacts of climate change.

4.3 SBX7-7 Compliance & Future Water Use Efficiency Requirements

The Water Conservation Act of 2009 (SBX7-7) was incorporated into the UWMP Act in 2009 and required that all water suppliers increase water use efficiency with the overall goal to decrease per-capita water consumption within the state by 20 percent by the year 2020.

SBX7-7 required DWR to develop certain criteria, methods, and standard reporting forms through a public process that water suppliers could use to establish their baseline water use and determine their water conservation targets. SBX7-7 and DWR's *Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (State of California Department of Water Resources, 2021) specify methodologies for determining the baseline water demand, 2015 interim urban water use target, and the 2020 urban water use target for Redlands as described in the 2020 IRUWMP. This section also demonstrates that Redlands achieved its 2020 water use target.

Table 4-10 below establishes Redlands' 2020 actual and 2020 target gallons per capita per day (GPCD). As shown, Redlands met its 2020 target. Most recently, in 2025, the water use was 257 GPCD, which is well below the 2020 target of 285 GPCD.

Table 4-10: SBX7-7 2020 Target Progress

2020 Target GPCD	2020 Actual GPCD	Did Supplier Achieve Target?
285[2]	279[1]	Yes

[1]The 2020 Actual GPCD value was calculated in the 2020 IRUWMP using a population for the City of Redlands that was artificially low, which made the reported value of 279 artificially high. This was because the 2020 IRUWMP used the city limits of Redlands to determine 2020 population, rather than the water service area. The water service area is larger and has a larger population.

[2]The 2020 Target GPCD was calculated during the 2015 RUWMP Update, which used the correct water service area. The correct water service area was also used in determining 2025 GPCD. Redlands met the SBX7-7 requirements in 2020 and in 2025. No action is required.

New water use efficiency standards from the "Making Conservation a California Way of Life Regulation" (CWOL Regulation) supersede SBX7-7 standards. In 2018, two policy bills were enacted by the California Legislature, Assembly Bill 1668 (AB1668, 2018), and Senate Bill 606 (SB606, 2018), collectively referred to as the "2018 Water Conservation Legislation." Based on the 2018 Water Conservation Legislation, related legislation, and subsequent adoption of the CWOL Regulation, each urban retail water supplier must comply with its UWUO. DWR and the SWRCB have developed a reporting framework for calculating the UWUO and compliance annually with efficiency standards becoming increasingly stringent through 2040.

Redlands has an agreement with Bear Valley Mutual Water Company (BVMWC) under which BVMWC lets Redlands use some of its water rights to the Santa Ana River to be treated and delivered to potable customers, and in exchange Redlands serves a set of BVMWC customers off their potable water system. There are approximately 139 single-family residential connections served under this arrangement, and many of them also irrigate agricultural land on their property. These connections account for approximately 8% of single-family water use, but account for less than 1% of single-family connections. This arrangement leads to an inflation of per capita water demand for Redlands.

4.4 Water Supply

Redlands' water supply is composed primarily of surface water from the Santa Ana River and Mill Creek and supplemented by groundwater extracted from the Bunker Hill Basin (part of the San Bernardino Basin) and Yucaipa Basin (through 2023) and a small amount of imported water. More information about local groundwater basins is included in Part 1, Chapter 3 of the 2025 RUWMP.

4.4.1 Purchased or Imported Water

Imported water from the State Water Project (SWP) is available for Redlands to purchase from San Bernardino Valley Mutal Water District (San Bernardino Valley or SBVMWD) when needed. Redlands has purchased supplemental SWP water only in years when surface water flows have not been able to meet demands and on occasion when surface water supplies are turbid and require blending or for other operational purposes. Redlands will continue to request SWP water in these situations. However, during SWP outages or extended dry periods, Redlands will prioritize use from other sources.

If SWP water is not available in a future year, Redlands will shift to increase groundwater production and may implement conservation measures to reduce demands if needed. Redlands contributes to regional efforts to recharge the Bunker Hill groundwater basin with SWP water and local surface water in wet years when available so that storage is available for use in dry years when other supplies may be limited.

4.4.2 Groundwater

Redlands extracts groundwater from the Bunker Hill Subbasin (also known as San Bernardino Basin or SBB). Redlands' historical production for the past five years is shown in Table 4-11. Extractions shown include both potable and non-potable water. Redlands was the majority shareholder in South Mountain Water Company through 2023 and received water from South Mountain Water Company wells producing from the Yucaipa Subbasin. Redlands has sold its majority interest in South Mountain Water Company and no longer receives water from the Yucaipa Subbasin.

Table 4-11: DWR 6-1R Groundwater Volume Pumped (AF)

GROUNDWATER TYPE	LOCATION OR BASIN NAME	2021	2022	2023	2024	2025
Alluvial Basin	Bunker Hill (part of SBB)	18,392	18,293	13,067	13,215	18,232
Alluvial Basin	Yucaipa	697	906	422	-	-
	TOTAL:	19,089	19,199	13,489	13,215	18,232

4.4.3 Surface Water

The City receives its surface water from the following sources:

- **Mill Creek Watershed:** Water from the Mill Creek watershed is treated at Henry Tate (Tate) Surface Water Treatment Plant (SWTP).
- **Santa Ana River Watershed:** Water from the Santa Ana River watershed is treated at the Horace P. Hinckley SWTP.

Redlands has ownership in a variety of mutual water companies to supply water to Redlands' Tate and Hinckley SWTP's. For decades, the City has increased its ownership in these companies in an effort to increase its access to a reliable local source of water. Based on a 10-year average from 2016-2025, surface water totals 44% of Redland's annual potable production.

As discussed in Section 4.4.1, Redlands sometimes supplements surface water supplies with SWP water, which is then treated at Tate or Hinckley SWTP and distributed for potable use.

4.4.4 Stormwater

Redlands is participating in regional project planning efforts to capture additional stormwater for purposes of groundwater recharge to increase sustainability of the basins Redlands produces water from. These regional projects are discussed in Part 1, Chapter 3 of the 2025 RUWMP.

4.4.5 Wastewater and Recycled Water

Redlands is a sewer agency that treats approximately 5.1 million gallons of wastewater daily as of 2025. Redlands' Wastewater Treatment Plant (WWTP) has the capability of treating 9.5 million gallons per day (MGD) to a secondary level. Of that, 6.5 MGD can be treated to a Title 22 tertiary recycled water level.

Redlands utilizes all wastewater collected and treated at its WWTP in its service area for:

- Distribution to customers
- Percolation into Bunker Hill

Treated wastewater distributed to customers is tertiary treated, known as Title 22-Recycled Water. Redland's recycled water customers include Southern California Edison (SCE) Company, California Street Landfill, and recycled/non-potable water customers located in the 1350 pressure zone. SCE uses recycled water as cooling water at its Mountain View Power Plant and recycled/non-potable water customers use recycled water for irrigation when supply is available. All remaining wastewater is treated to a secondary level and released into spreading basins located east of the WWTP for recharge back into Bunker Hill basin. Based on 2025 volumes, approximately 1.5 MGD of treated wastewater was used as recycled water supply for customers, and 3.3 MGD was used for recharge. The remaining water was used within the WWTP or accounted for as losses through the process, meter inaccuracies or evaporation. Information about wastewater collected and treated is presented in Table 4-12 and Table 4-13.

4.4.5.1 Potential, Current, and Projected Recycled Water Uses

The expansion of the recycled water system is limited by its supply, as well as infrastructure development and the Title 22-Recycled Water permitting process. However, because Redlands requires new commercial development to provide dual metering for irrigation systems, to accommodate the use of recycled/non-potable water, all recycled water may be utilized for distribution to recycled/non-potable water customers in the 1350 zone and eventually the 1570 pressure zone, as demand and infrastructure increases. Redlands recently developed a preliminary design to expand recycled water deliveries to the 1350 zone for irrigation use. Recycled water system expansion is expected to include additional storage to meet peak irrigation demands in the blended non-potable/recycled system. These facilities will decrease reliance on non-potable groundwater from the San Bernardino Basin and/or accommodate more non-potable/recycled irrigation customers and demands. Redlands also has plans for a second recycled water reservoir and distribution system upgrades to increase utilization of recycled water supplies.

Table 4-12: DWR 6-2R Wastewater Collected within Service Area in 2025 (AF)

NAME OF WASTEWATER COLLECTION AGENCY	WASTEWATER VOLUME METERED OR ESTIMATED	WASTEWATER VOLUME COLLECTED FROM UWMP SERVICE AREA IN 2025	NAME OF WASTEWATER TREATMENT PLANT (WWTP) AND PLACE ID NUMBER	WASTEWATER TREATMENT PLANT LOCATED WITH UWMP AREA
City of Redlands	Metered	5,685	Redlands WWRF, Place ID 259148	Yes
	TOTAL:	**5,685**		

Table 4-13: DWR 6-3R Wastewater Treatment and Discharge within Service Area in 2025 (AF)

WASTEWATER TREATMENT PLANT NAME & PLACE ID NUMBER	DOES THIS PLANT TREAT WASTEWATER GENERATED OUTSIDE THE UWMP SERVICE AREA	2025 VOLUME OF WASTEWATER RECEIVED FROM UWMP SERVICE AREA	TOTAL 2025 VOLUME OF WATER TREATED	WATER RECYCLED WITHIN UWMP SERVICE AREA		WATER RECYCLED OUTSIDE OF UWMP SERVICE AREA		EFFLUENT DISCHARGE THAT IS NOT A PERMITTED RECYCLED WATER USE		REQUIRED DISCHARGE FOR INSTREAM FLOW		DELIVERED TO ANOTHER ENTITY FOR ADDITIONAL TREATMENT		
				TREATMENT LEVEL	VOLUME	TREATMENT LEVEL	VOLUME	TREATMENT LEVEL	VOLUME	TREATMENT LEVEL	VOLUME	TREATMENT LEVEL	VOLUME	NAME OF OTHER ENTITY
Redlands WWRF, Place ID 259148	No	5,685	5,685	Tertiary	1,665		-	Secondary, Disinfected-23	3,663		-		-	
	TOTAL:	**5,685**	**5,685**		**1,665**		**-**		**3,663**					

4.4.6 Water Exchanges and Transfers

Redlands exchanges water with San Bernardino Valley and local water companies through various agreements.

4.4.6.1 Emergency Interties

Redlands has two interties with neighboring water agencies, Western Heights Water Company and the City of Loma Linda.

4.4.7 Future Water Projects

The City is planning to construct recycled water system improvements to replace irrigation demands on potable and non-potable supplies with recycled water (see Section 4.4.5.1).

Additionally, the City completed a seismic assessment of its water infrastructure that identified projects to strengthen the infrastructure to further enhance reliability during a catastrophic earthquake. Based on the results of this assessment, Redlands is designing replacement reservoirs for the existing Sunset Reservoir. Construction of two replacement reservoirs is planned for 2028-2029.

Redlands is replacing the Tate SWTP influent Mill Creek pipeline crossing to improve supply reliability, with construction schedule for 2028-2029.

Redlands is drilling one new potable well (Alta Well) in the San Bernardino Basin which is planned to be constructed in 2026-2027. Redlands is also equipping existing Wells 38 and 39 with ion exchange wellhead treatment to combat water quality issues, also expected in 2026-2027. These projects will improve Redlands' ability to access its San Bernardino Basin groundwater supply.

4.4.8 Summary of Existing and Planned Sources of Water

Redlands' water supply is composed primarily of surface water from the Santa Ana River and Mill Creek and supplemented by groundwater extracted from the Bunker Hill Basin (part of the San Bernardino Basin) and a small amount of imported water when needed. This same mix of supplies is anticipated to be used in the future.

The volume of water utilized from each source in 2025 is summarized in Table 4-14 and projected supply by source is summarized in Table 4-15. In 2025, Santa Ana River supplies were interrupted due to poor water quality after the Line Fire, and San Bernardino Basin groundwater was relied on to make up the balance. Supply reliability is discussed in more detail in Section 4.5.

Table 4-14: DWR 6-8R Actual Water Supplies in 2025 (AF)

WATER SUPPLY	ADDITIONAL DETAIL	ACTUAL VOLUME	WATER QUALITY	TOTAL RIGHT OR SAFE WATER YIELD
Groundwater (Not Desalinated)	Bunker Hill (Part of SBB)	17,043	Drinking Water	
Groundwater (Not Desalinated)	Bunker Hill (Part of SBB)	1,189	Other Non-Potable Water	
Surface water (Not Desalinated)	Santa Ana River (Part of SBB)	1,033	Drinking Water	
Surface water (Not Desalinated)	Mill Creek (Part of SBB)	4,097	Drinking Water	
Purchased or Imported Water	SWP – Direct	907	Drinking Water	
Recycled Water	Recycled Water – Direct	1,665	Recycled Water	
	TOTAL:	**25,934**		

Table 4-15: DWR 6-9R Projected Water Supplies (AF)

		2030	2035	2040	2045	2050
WATER SUPPLY	**ADDITIONAL DETAIL**	**REASONABLY AVAILABLE VOLUME**	**REASONABLY AVAILABLE VOLUME**	**REASONABLY AVAILABLE VOLUME**	**REASONABLY AVAILABLE VOLUME**	**REASONABLY AVAILABLE VOLUME**
Groundwater (Not Desalinated)	Bunker Hill (Part of SBB), Potable	13,963	14,872	15,537	16,202	16,867
Groundwater (Not Desalinated)	Bunker Hill (Part of SBB), Non-potable	1,000	1,000	1,000	1,000	1,000
Surface water (Not Desalinated)	Santa Ana River (Part of SBB)	4,000	4,000	4,000	4,000	4,000
Surface water (Not Desalinated)	Mill Creek (part of SBB)	5,500	5,500	5,500	5,500	5,500
Purchased or Imported Water	SWP – Direct	1,000	1,000	1,000	1,000	1,000
Recycled Water	Recycled Water – Direct	3,357	3,510	3,642	3,773	3,905
	TOTAL:	**28,821**	**29,882**	**30,678**	**31,474**	**32,271**

Table 4-16: DWR 7-2R Normal Year Supply and Demand Comparison (AF)

	2030	2035	2040	2045	2050
Supply Totals From Table 6-9R	28,821	29,882	30,678	31,474	32,271
Demand Totals From Table 4-2R	28,821	29,882	30,678	31,474	32,271
DIFFERENCE:	-	-	-	-	-

Note: Redlands has sufficient supplies to meet all normal year demands. When surface water supplies are interrupted or unavailable due to low rainfall, Redlands can switch to utilize San Bernardino Basin groundwater to meet demands. Redlands can also utilize imported water from the SWP when it is available. Supply reliability is discussed further in Section 4.5.

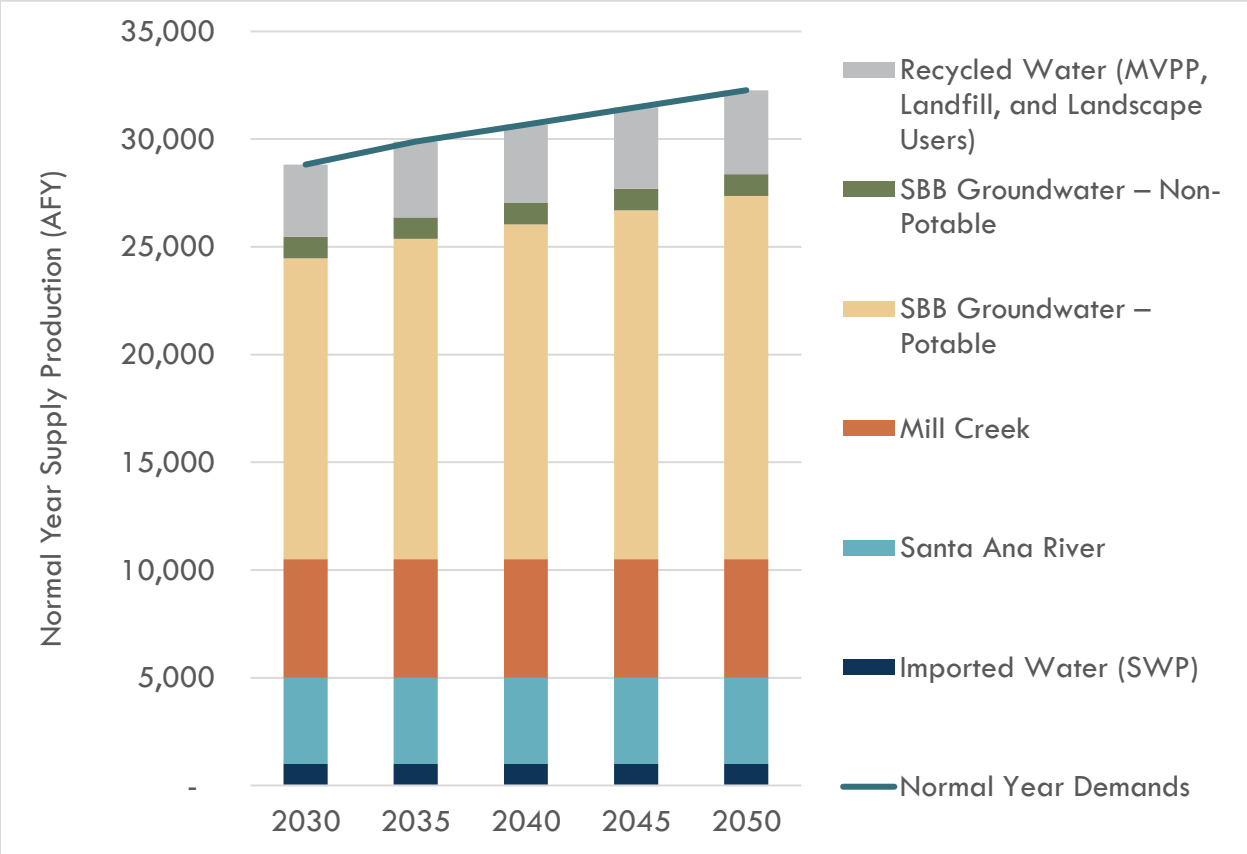


Figure 4-5: City of Redlands Projected Supply and Demand Comparison

4.4.9 Energy Intensity

Redlands monitors energy consumed at its facilities. In 2025, Redlands used approximately 12,735,307 kWh on production of imported water, groundwater, and surface water; treatment of imported water and surface water; and distribution of potable water supplies. Over this period, Redlands produced 22,637 AF of potable water, for an average energy intensity of 563 kWh/AF.

4.5 Water Service Reliability Assessment

This section considers Redlands' water supply reliability during normal years, single dry years, and up to five consecutive dry water years. The supply reliability assessment discusses factors that could potentially limit the expected quantity of water available from Redlands' current source of supply through 2050.

4.5.1 Constraints on Water Sources

Redlands has three water sources that may be constrained:

- **Imported SWP water**: supplies reduced in dry years.
- **Mill Creek surface water**: supplies reduced in dry years OR when high turbidity prevents treatment.
- **Santa Ana River surface water**: supplies reduced in dry years OR when high turbidity prevents treatment.

Poor water quality in the Mill Creek and Santa Ana River watersheds can be due to flooding.

4.5.2 Year Type Characterization

In general, groundwater is less vulnerable to seasonal and climatic changes than surface water (i.e., local and imported) supplies. The Western-San Bernardino Watermaster, in collaboration with the Basin Technical Advisory Committee (BTAC), monitor groundwater levels and implement supplemental recharge to maintain long term sustainability of local groundwater sources. Further discussion of regional water resource management is included in Part 1, Chapter 3 of the 2025 RUWMP.

Per UWMP requirements, Redlands has evaluated reliability for an average year, single dry year, and a five consecutive dry year period.

The UWMP Act defines these years as:

- **Normal Year:** This condition represents the water supplies a supplier considers available during normal conditions. This could be a single year or averaged range of years that most closely represents the average water supply available.
- **Single Dry Year:** The single dry year is recommended to be the year that represents the lowest water supply available.
- **Five-Consecutive Year Drought:** The driest five-year historical sequence for the Supplier, which may be the lowest average water supply available for five years in a row.

4.5.3 Water Service Reliability

The results of the reliability assessment are summarized in the tables below.

Under single dry and consecutive dry year conditions, the assessment assumes that demands will increase by as much as 4% due to increased outdoor water use. Although water use may decrease in the later years of a multiple year drought due to implementation of conservation

measures and drought messaging, the assessment is based on a 4% increase throughout the 5-year drought to be conservative.

As described in Part 1, Chapter 3 of the 2025 RUWMP, the effects of a local drought are not immediately recognized since the region uses the local groundwater basins to simulate a large reservoir for long term storage. If surface water flows and SWP supplies are reduced in dry years, the City will shift to increase groundwater production in Bunker Hill and increase conservation measures to reduce demands if needed. The City contributes to regional efforts to recharge the Bunker Hill groundwater basin with SWP water and local surface water in wet years when available so that storage is available for use in dry years. As a result, Redlands' total supplies are not reduced in dry years so 2025 is considered the base year for all year types. Based on the analysis, Redlands does not anticipate any shortage due to single or consecutive dry years. Even though localized drought conditions should not affect supply, Redlands participates in several ongoing water conservation measures and regional recharge projects to optimize and enhance the use and reliability of regional water resources. Redlands also has a water shortage contingency plan to put into action as appropriate to reduce the demand during critical drought years or other supply emergencies.

A summary of the basis of water year data is presented in Table 4-17. The percent of average supply increases in drought years because Redlands's groundwater production will increase to meet an assumed increase in demands.

Table 4-17: Basis of Water Year Data

YEAR TYPE	BASE YEAR	AVAILABLE SUPPLY IF YEAR TYPE REPEATS AS PERCENT OF AVERAGE SUPPLY
Average Year	2025	100%
Single Dry Year	2025	104%
Consecutive Dry Year 1st Year	2025	104%
Consecutive Dry Year 2nd Year	2025	104%
Consecutive Dry Year 3rd Year	2025	104%
Consecutive Dry Year 4th Year	2025	104%
Consecutive Dry Year 5th Year	2025	104%

The projected supply and demand during a normal year are shown in Figure 4-5. The projected supply and demand during a single dry year are shown in Table 4-18. Redlands' demands in single dry years are assumed to increase by 4% above normal year demands. The local groundwater basins Redlands produces water from have storage for use in dry years so

Redlands can produce the volume of water needed to meet 100% of demands in single dry years. Redlands' supplies are 100% reliable during single dry years.

Table 4-18: DWR 7-3R Single Dry Year Supply and Demand Comparison (AF)

	2030	2035	2040	2045	2050
Supply Totals	30,085	31,193	32,024	32,855	33,687
Demand Totals	30,085	31,193	32,024	32,855	33,687
DIFFERENCE:	-	-	-	-	-

The projected supply and demand during five consecutive dry years are shown in Table 4-19. Redlands' demands in multiple dry years are assumed to increase by 4% above normal year demands. The local groundwater basins Redlands produces water from have storage for use in dry years so Redlands can produce the volume of water needed to meet 100% of demands in multiple dry years. Redlands's supplies are 100% reliable during multiple dry years.

Table 4-19: DWR 7-4R Multiple Dry Years Supply and Demand Comparison (AF)

		2030	2035	2040	2045	2050
FIRST YEAR	Supply Totals	30,085	31,193	32,024	32,855	33,687
	Demand Totals	30,085	31,193	32,024	32,855	33,687
	DIFFERENCE:	-	-	-	-	-
SECOND YEAR	Supply Totals	30,085	31,193	32,024	32,855	33,687
	Demand Totals	30,085	31,193	32,024	32,855	33,687
	DIFFERENCE:	-	-	-	-	-
THIRD YEAR	Supply Totals	30,085	31,193	32,024	32,855	33,687
	Demand Totals	30,085	31,193	32,024	32,855	33,687
	DIFFERENCE:	-	-	-	-	-
FOURTH YEAR	Supply Totals	30,085	31,193	32,024	32,855	33,687
	Demand Totals	30,085	31,193	32,024	32,855	33,687
	DIFFERENCE:	-	-	-	-	-
FIFTH YEAR	Supply Totals	30,085	31,193	32,024	32,855	33,687
	Demand Totals	30,085	31,193	32,024	32,855	33,687
	DIFFERENCE:	-	-	-	-	-

4.6 Drought Risk Assessment

The Drought Risk Assessment focuses on the five-year consecutive drought scenario beginning in 2026. Because Redlands has access to groundwater basins with significant storage, total available supplies do not vary on a monthly or seasonal basis, so this analysis is conducted on an annual basis. Projected demands and supplies from 2026-2030 are shown in Table 4-20.

Demands for 2026-2030 were assumed to increase at a uniform rate between the 2025 actual use and 2030 projected use. The 2025 and 2030 values were increased by 4% to reflect higher anticipated demands during dry years, based on the same methodology when calculating the five-dry consecutive years scenario.

Although projections in this Plan show that the regional water supplies are sufficient to meet the demands of Redlands and the Region as a whole, even during a 5-year drought (see Part 1, Chapter 5 of the 2025 RUWMP), Redlands remains committed to water conservation and to being a good steward of regional water resources to preserve supplies for the future due to the possibility of experiencing more severe droughts than anticipated in this Plan.

Table 4-20: Five-Year Drought Risk Assessment (AF)

2026	Gross Water Use	27,674
	Total Supplies	27,674
	SURPLUS:	-
2027	Gross Water Use	28,277
	Total Supplies	28,277
	SURPLUS:	-
2028	Gross Water Use	28,880
	Total Supplies	28,880
	SURPLUS:	-
2029	Gross Water Use	29,482
	Total Supplies	29,482
	SURPLUS:	-
2030	Gross Water Use	30,085
	Total Supplies	30,085
	SURPLUS:	-

4.7 Water Shortage Contingency Plan

The Water Shortage Contingency Plan (WSCP) is a strategic plan that Redlands uses to prepare for and respond to foreseeable and unforeseeable water shortages. A water shortage occurs when water supply available is insufficient to meet the normally expected customer water use at a given point in time. A shortage may occur due to a number of reasons, such as water supply quality changes, climate change, drought, regional power outage, and catastrophic events (e.g., earthquake). Additionally, the State may declare a statewide drought emergency and mandate that water suppliers reduce demands, as occurred in 2014 and 2022. The WSCP serves as the operating manual that Redlands will use to prevent catastrophic service disruptions through proactive, rather than reactive, mitigation of water shortages. The WSCP provides a process for an annual water supply and demand assessment and structured steps designed to respond to actual conditions. The level of detailed planning and preparation provide accountability and predictability and will help Redlands maintain reliable supplies and reduce the impacts of any supply shortages and/or interruptions.

The WSCP was prepared in conjunction with the 2025 RUWMP and is a standalone document that can be modified as needed. Redlands' WSCP is attached in Part 4 Appendix D of the 2025 RUWMP.

4.8 Demand Management Measures

Redlands is committed to an effective water conservation program and has had a program in place since 1997. The Demand Management Measures (DMMs) section outlines the water conservation framework Redlands has utilized over the past five years, currently is implementing, and plans to implement to reduce demand. By successfully achieving its SBX7-7 targets in 2020 and 2025, Redlands has demonstrated the effectiveness of its conservation strategy. Moving forward, these measures will serve as the foundation for meeting new urban water use objectives and ensuring long-term supply reliability.

4.8.1 Existing Demand Management Measures

Consistent with CWC requirements, the following details the specific demand management measures within the service area. These programs represent Redlands' ongoing commitment to water use efficiency and are designed to maintain consumption levels below established benchmarks. Redlands intends to continue programs for the foreseeable future to provide stable, sustainable water management for all customers.

4.8.1.1 Water Waste Prevention Ordinances

In 1991, Redlands enacted Municipal Code Chapter 13.06 which established Redlands' Water Conservation Plan to address water waste and shortages (see Part 4 Appendix D of the 2025 RUWMP). The ordinance prohibits the unreasonable use of water and assures the maximum beneficial use of water supplies in addition to outlining conservation stages based on water supply availability. However, Stage I requires only voluntary conservation from June 1-October 1 and does not require any specific prohibition of water waste. As State mandates on water use practices increase, Redlands intends to modify the Ordinance by adding additional stages as well as require specific prohibitions of water waste at all times.

4.8.1.2 Metering

Redlands' water distribution system is fully metered and supported by a maintenance and replacement program established in 2008. Following a 2020 accuracy study involving randomized testing, Redlands launched a five-year capital improvement project to replace all inaccurate meters. Currently, Advanced Metering Infrastructure (AMI) is utilized for all customer meters, and Redlands continues to conduct annual testing focused on large meters.

4.8.1.3 Conservation Pricing

Redlands currently uses a traditional tiered rate structure that promotes water conservation at an accurate price for the service provided. The traditional tiered rate structure has two components, a service charge, which is based on meter size, and a commodity charge. The commodity charge is based on the amount of water delivered and increases as the amount of water delivered increases, based on the cost of providing the additional amounts of water. This increase is due to Redlands utilizing its least expensive sources first before using more costly sources. The amount of water available within each of the three tiers is based on a 10-year

average of water utilized from each source. Regardless of the customer type, each customer receives the same amount of water from each tier throughout the year.

4.8.1.4 Public Education and Outreach

Redlands continues to advance its conservation framework through public education and outreach, driven by the mandates of SBX7-7, lessons from recent droughts, and evolving urban water use objectives. This framework reinforces customer responsibility while ensuring Redlands provides the essential educational outreach needed to drive successful conservation.

Redlands uses multiple methods to reach customers and improve engagement in conservation programs and include:

- **High-User Outreach:** Direct notification and consultation for the top 10% of water users.
- **Sustainable Landscapes**: Design and maintenance of four local demonstration gardens to model climate-appropriate landscaping.
- **Regional Collaboration**: Active participation in regional water-saving marketing campaigns.
- **Educational Programming**: Hosting community-wide outreach and instructional events.
- **Direct Billing**: Inclusion of bill messages and year-over-year water use comparison charts.
- **Print Media**: Bulk postcard mailers, Consumer Confidence Report advertisements, and local newspaper placements.
- **Digital Outreach**: Updates via Redlands' website, social media channels, and smartphone app.
- **Physical Signage**: Electronic signboards, street banners, and a consistent presence at community events.

In 2017, Redlands created an educational program focused on educating children on water waste and efficiency outdoors. The program is built on the story of sibling alligators--Ira the irriGATOR and Eva the investiGATOR, who go on adventures to teach children about proper outdoor irrigation techniques for turf and low water use plants and how to identify water waste. Approximately 70% of water use in Redlands is attributed to outdoor irrigation. This campaign expects to yield long-term water savings as its focus assists in shifting mindsets to view water efficiency and water saving landscapes as the "new normal" for California.

In addition, Redlands prioritizes resident education through on-site technical assistance, including Irrigation Timer Scheduling and Water Use Analysis. These programs help customers understand their water meter, usage, and optimal irrigation scheduling.

4.8.1.5 Programs to Assess and Manage Distribution System Water Loss

From 2019 to 2025, Redlands replaced approximately 29 miles of pipeline to maintain reliability of the distribution system. As a result of the aggressive water pipeline replacement program, approximately 50 leaks occur each year on the distribution mainlines. Additionally, conducting

the annual water loss audits has allowed Redlands to identify areas needing improvement and develop plans to further reduce system water loss.

4.8.1.6 Water Conservation Program Coordination and Staffing Support

Redlands' water conservation program currently staffs two full-time employees. One full-time staff person has been dedicated to water conservation since 2007. Since 2015, one additional full-time staff has been added to assist with implementing and enforcing water conservation mandates.

Efforts to implement these DMM's have been both significant and successful. Since implementation of State restrictions in 2014, Redlands has nearly tripled its water conservation budget. From 2020 to 2025, over $1.8 million has been spent on conservation rebates, messaging, and programs. Additionally, Redlands has watering restrictions in place with active enforcement by our water waste investigators, which has resulted in the issuance of about 250 violations during the last five years.

4.8.2 Other Demand Management Measures

Redlands also maintains a robust rebate program which includes:

- Weather Based Irrigation Controllers (WBIC's)
- Drought Tolerant Lawn Conversions
- Synthetic Turf Replacement
- Water Efficient Clothes Washers
- High Efficiency Sprinkler Nozzles
- High Efficiency Toilets

Additionally, Redlands offers free water saving products to customers to assist in water conservation. These products have included:

- Hose nozzles
- Toilet leak detection tablets
- Lawn/plant moisture meters
- Low water use plants (at local events)
- Shower timers
- Faucet aerators
- Water efficiency educational collateral

From 2020 to 2025, over 515 devices have been issued to customers.

Redlands is also removing all turf from the remaining Redlands-owned medians and converting over 200 Redlands-operated irrigation controllers to weather-based irrigation controllers connected to a centralized system. Significant water savings are anticipated from this conversion as these controllers control the irrigation for large areas of Redlands-owned right of way, trails, facilities, parks, and community fields.

4.9 Adoption, Submittal, and Implementation

This section describes Redlands' process for adopting, submitting, and implementing the 2025 RUWMP and Redlands' WSCP.

4.9.1 Notice of Public Hearing

A joint notice was provided on behalf of all agencies whose 2025 UWMPs are part of the 2025 Regional Urban Water Management Plan (RUWMP) to all cities and counties and other stakeholders within the region that the 2025 RUWMP is being prepared for. This notice was sent at least 60 days prior to Redlands' public hearing. The recipients are identified in Part 1, Chapter 1 of the 2025 RUWMP and include all cities and counties within Redlands' service area. A second notice was provided to these cities and counties with the date and time of the public hearing and the location where the report was available for review.

Redlands provided notice to the public through its website and published announcements of the public hearing in a newspaper on two occasions before the hearing. Copies of the proof of publication are included in Part 4 Appendix D of the 2025 RUWMP.

4.9.2 Public Hearing and Adoption

Redlands held a public hearing on June 2, 2026, to hear public comment and consider adopting this 2025 RUWMP and Redlands' WSCP.

As part of the public hearing, Redlands provided information on their baseline values, water use targets and compliance, and implementation plan required in the Water Conservation Act of 2009. The public hearing on the 2025 RUWMP took place before the adoption of the Plan, which allowed Redlands the opportunity to modify the 2025 RUWMP in response to any public input before adoption. After the hearing, the Plan was adopted as prepared or as modified after the hearing.

Redlands' adoption resolution for the 2025 RUWMP and Redlands' WSCP is included in Part 4 Appendix D of the 2025 RUWMP.

4.9.3 Plan Submittal

Redlands will submit the 2025 RUWMP and Redlands's WSCP to DWR, the State Library, and cities and counties within 30 days after adoption. The 2025 RUWMP submittal to DWR will be done electronically through WUEdata, an online submittal tool.

4.9.4 Public Availability

No later than 30 days after filing a copy of its Plan with DWR, Redlands will make the plan available for public review during normal business hours in the City's Municipal Utilities and Engineering Department located at 35 Cajon Street, Suite 15 A, Redlands, California 92373, and by posting the plans on the City's website for public viewing.

4.9.5 Amending an Adopted UWMP or Water Shortage Contingency Plan

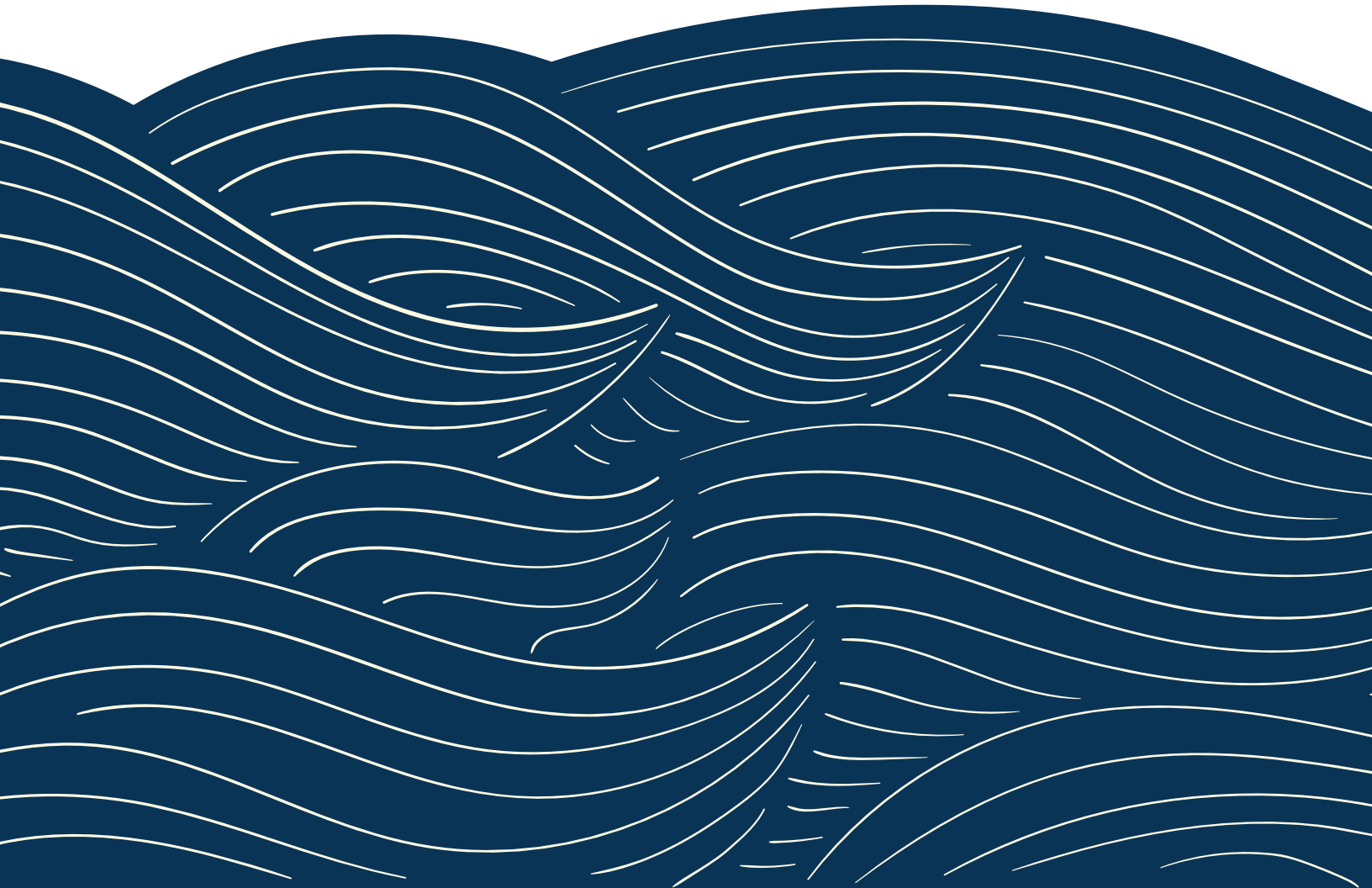
If the adopted 2025 RUWMP or Redlands' WSCP is amended, each of the steps for notification, public hearing, adoption, and submittal will also be followed for the amended plan.

2025

PART 3: REGIONAL SUPPORTING INFORMATION

SAN BERNARDINO VALLEY

REGIONAL URBAN WATER MANAGEMENT PLAN



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A: Notices

B: Agreements

Appendix A Notices

A

From: Adekunle Ojo <AdekunleO@sbvmwd.com>
Sent: Wednesday, March 4, 2026 12:11 PM
Subject: Notice of Preparation of the 2025 San Bernardino Valley Regional Urban Water Management Plan and Water Shortage Contingency Plan

Dear Regional Stakeholder,

San Bernardino Valley Municipal Water District and its partners (Participating Agencies) are in the process of preparing the 2025 San Bernardino Valley Regional Urban Water Management Plan (RUWMP) and Water Shortage Contingency Plan (WSCP) in compliance with the Urban Water Management Planning Act. An update of the San Bernardino Valley Municipal Water District and its Participating Agencies' UWMP is required every five (5) years.

Water Code section 10621(b) requires an urban water supplier updating its UWMP and WSCP to notify cities and counties within its service area of the update at least sixty (60) days prior to holding a public hearing thereby encouraging public involvement and agency coordination. This letter serves as notice that the Participating Agencies that are using the 2025 RUWMP, plan to adopt and submit the 2025 RUMWP by July 1st, 2026. The Participating Agencies will also be adopting their respective updated WSCPs as part of the 2025 RUWMP.

A copy of the 2025 RUWMP, which will include the WSCPs for each of the Participating Agencies, will be available for review prior to the public hearing and adoption meeting on the Participating Agencies' websites. Each Participating Agency will hold an individual public hearing on their respective chapters of the 2025 RUWMP and WSCP. The public hearings will be noticed and announced by each Participating Agencies' public meeting agenda; each agency's website address is shown in the table below.

Participating Agency	Agency Website	Agency Direct Contact
City of Colton	www.ci.colton.ca.us	Cecilia Griego cgriego@coltonca.gov
City of Loma Linda	www.lomalinda-ca.gov	Jarb Thaipejr jthaipejr@lomalinda-ca.gov
City of Redlands	www.cityofredlands.org	Paul Mariscal pmariscal@cityofredlands.org
City of Rialto	www.rialtoca.gov	Toyasha Sebbag tsebbag@rialtoca.gov
Riverside Highland Water Company	www.rhwco.com	Don Hough dhough@rhwco.com

San Bernardino Municipal Water Department	www.sbmwd.org	Jonathon Schoenen Jonathon.schoenen@sbmwd.org
San Bernardino Valley Municipal Water District	www.sbvmwd.com	Adekunle Ojo adekunleo@sbvmwd.com
South Mesa Water Company	https://southmesawater.com	Brittany Lim blim@southmesawater.com
West Valley Water District	www.wvwd.org	Rocky Welborn rwelborn@wvwd.org

If you have any questions or input regarding these documents, please contact me by email or reach out to the agency direct contact.

Sincerely,

Adekunle Ojo
Manager of Integrative Planning

Phone: 909-387-9231
Mobile: 909-435-1526
Email: adekunleo@sbvmwd.com

San Bernardino Valley Municipal Water District

380 East Vanderbilt Way
San Bernardino, CA 92408

Appendix B Agreements

B

Appendix B - Agreements

1. Orange County Judgment
2. Western Judgment
3. 1961 Rialto Basin Decree
4. Rialto Basin Groundwater Council Agreement
5. Seven Oaks Accord
6. Lytle Creek Judgement
7. 1996 In-Lieu Agreement Valley District and Big Bear Municipal Water District
8. Surplus Water Sale Agreement – Valley District and SGPWA 2018
9. Four Party Implementation Agreement and Amendments
10. Agreement Between OCWD City of Riverside Concerning Water Rights
11. Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the Santa Ana River Basin (Exchange Plan)
12. San Bernardino Basin Groundwater Council Framework
13. MOU Between and SBCFCD and SBVWCD
14. Fully Executed Settlement Agreement and Amendments with Quick Guide (Rialto Basin Settlement agreement)
15. Agreement Relating to the Diversion of Water from the Santa Ana River System Among Western Municipal Water District of Riverside County, Valley District and City of Riverside (LF 2151)
16. Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the Santa Ana River Basin– January 2008 (LF2181)
17. San Bernardino Valley Municipal Water District and Crestline-Lake Arrowhead Water Agency Demonstration Project Water Exchange Agreement-November 2008 (LF 2206)
18. Understanding Agreement Regarding the Contribution to Replenishment and Deliveries– September 2009 (LF2255)
19. Permit for Diversion and Use of Water – Valley District and Western (LF 2276)
20. Agreement between Kern Delta Water District and the San Bernardino Valley Municipal Water District for a Water Management Program-October 2011 (LF 2327)
21. Agreement to Develop and Operate Enhanced Recharge Facilities between the Conservation District, Valley District and Western -October 2012 (LF 2382)
22. Agreement for the Cooperative Use of Unused Well Capacity, the Texas Grove Reservoir and the Central Feeder-April 2013 (LF 2392)
23. Agreement Regarding Additional Extractions of New Conservation Water from the San Bernardino Basin Area-July 2013 (LF 2402)
24. Planning Memorandum of Understanding between the San Bernardino County Flood Control District and the San Bernardino Valley Municipal Water District-July 2013 (LF 2404)
25. Amendment to Agreement to Form the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan Task Force-September 2013 (LF 2407)
26. Coordinated Operations Agreement between the San Bernardino Municipal Water Department and San Bernardino Valley Municipal Water District -September 2013 (LF 2415)

JUDGMENT

Base Yrs - 26 yr
34/35 → 59/60

ENTERED IN

JUDGMENT BOOK

No. 362 Page 303

Date APR 17 1969

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ORANGE COUNTY WATER DISTRICT, Plaintiff, v. CITY OF CHINO, et al., Defendants.	
CITY OF CHINO, et al., Cross-Complainants, v. CITY OF ANAHEIM, et al., Cross-Defendants.	No. 117628 JUDGMENT
CORONA FOOTHILL LEMON COMPANY, et al., Cross-Complainants, v. CITY OF ANAHEIM, et al., Cross-Defendants.	
CITY OF POMONA, a municipal corporation, Cross-Complainant, v. CITY OF ANAHEIM, et al., Cross-Defendants.	

CITY OF RIVERSIDE, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

BEAR VALLEY MUTUAL WATER COMPANY, et al.,

Cross-Complainants,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

EAST SAN BERNARDINO COUNTY WATER DISTRICT, a county water district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF SAN BERNARDINO, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF REDLANDS, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF COLTON, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT, a water conservation district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

CITY OF RIALTO, a municipal corporation,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

BIG BEAR MUNICIPAL WATER DISTRICT, a municipal water district,

Cross-Complainant,

v.

CITY OF ANAHEIM, et al.,

Cross-Defendants.

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RECITALS

a. Complaint. The complaint herein was filed on October 18, 1963, seeking an adjudication of water rights against substantially all water users in the area tributary to Prado Dam in the Santa Ana River Watershed.

b. Cross-Complaints. Thirteen cross-complaints were subsequently filed in the period of February 22 to March 22, 1968, by which said adjudication of rights was extended to substantially all water users within the Santa Ana River Watershed downstream from Prado Dam.

c. Physical and Legal Complexities. The physical and legal complexities of the case as framed by the complaint and cross-complaints are unprecedented. In excess of 4,000 individual parties have been served and the water supply and water rights of an entire stream system extending over 2,000 square miles and into four counties have been brought into issue. Every type and nature of water rights known to California law, excepting only Pueblo rights, is in issue in the case. Engineering studies by the parties jointly and severally leading toward adjudication of these rights or, in the alternative, to a physical solution, have required the expenditure of over four years' time and many hundreds of thousands of dollars.

d. Need for Physical Solution. It is apparent to the parties and to the Court that development of a physical solution based upon a formula for inter-basin allocation of obligations and rights is in the best interests of all the parties and is in furtherance of the water policy of the State. For purposes of such a physical solution, it is neither necessary nor helpful to define individual rights of all claimants within the watershed. Nontributary supplemental sources of water are or will be available to the parties in quantities sufficient to assure implementation of a solution involving inter-basin allocation of the natural water

supply of the Santa Ana River system. Sufficient information and data of a general nature are known to formulate a reasonable and just allocation as between the major hydrologic sub-areas within the watershed, and such a physical solution will allow the public agencies and water users within each such major hydrologic sub-area to proceed with orderly water resource planning and development.

e. Parties. Orange County Water District, Chino Basin Municipal Water District, Western Municipal Water District of Riverside County and San Bernardino Valley Municipal Water District are public districts overlying, in the aggregate, substantially all of the major areas of water use within the watershed. Said districts have the statutory power and financial resources to implement a physical solution. Accordingly, dismissals have been entered as to all defendants and cross-defendants other than said four public districts.

f. Cooperation by Dismissed Parties. As a condition of dismissal of said defendants and cross-defendants, certain of said parties have stipulated to cooperate and support the inter-basin water quality and water management objectives of the physical solution and this Judgment.

DECREE

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Jurisdiction. The Court has jurisdiction of the subject matter of this action and of the parties herein.

2. Exhibits. The following exhibits are attached to this Judgment and made a part hereof.

(a) Exhibit A -- map entitled "Santa Ana River Watershed", showing boundaries and other relevant features of the area subject to this Judgment.

(b) Exhibit B -- Engineering Appendix.

3. Definitions. As used in this Judgment, the following

terms shall have the meanings herein set forth:

(a) OCWD -- Orange County Water District, appearing and acting individually and in a representative capacity for and on behalf of all riparian, overlying and other landowners, water users and inhabitants within said District pursuant to Subdivision 7 of Section 2 of the Orange County Water District Act, as amended.

(b) CBMWD -- Chino Basin Municipal Water District, appearing and acting pursuant to Section 71751 of the California Water Code.

(c) WMWD -- Western Municipal Water District of Riverside County, appearing and acting pursuant to said Section 71751.

(d) SBVMWD -- San Bernardino Valley Municipal Water District, appearing and acting pursuant to said Section 71751.

Eastern not included

(e) Upper Districts -- CBMWD, WMWD and SBVMWD.

(f) Upper Area -- The area on Exhibit A which lies upstream from Prado.

(g) Lower Area -- The area on Exhibit A which lies downstream from Prado.

(h) Prado -- Said term shall be synonomous with Prado Dam, a facility constructed and maintained by the United States Corps of Engineers, as shown on Exhibit A.

(i) Riverside Narrows -- That bedrock narrows in the Santa Ana River indicated as such on Exhibit A.

(j) Storm Flow -- That portion of the total surface flow passing a point of measurement, which originates from precipitation and runoff without having first percolated to ground water storage in the zone of saturation, calculated in accordance with procedures

referred to in Exhibit B.

(k) Base Flow -- That portion of the total surface flow passing a point of measurement, which remains after deduction of Storm Flow, and modified as follows:

(1) At Prado. Base Flow shall:

(i) include any water caused to be delivered by CBMWD or WMWD directly to OCWD, pursuant to its direction and control and not measured at the gages at Prado;

(ii) exclude any nontributary water or reclaimed sewage water purchased by OCWD and delivered into the river upstream and which subsequently passes Prado, and

(iii) exclude water salvaged from evapo-transpiration losses by OCWD on lands presently owned by it above Prado.

(2) At Riverside Narrows. Base Flow shall:

(i) include any water caused to be delivered by SBVMWD directly to CBMWD or WMWD pursuant to their direction and control, or directly to OCWD with the consent of CBMWD and WMWD and pursuant to the direction and control of OCWD, and not measured at the gage at Riverside Narrows;

(ii) exclude any nontributary water purchased by CBMWD, WMWD or OCWD and delivered into the river upstream and which subsequently passes Riverside Narrows; and

(iii) exclude any effluent discharged from the City of Riverside sewage treatment plant.

(l) TDS -- Total dissolved solids determined as set forth in Exhibit B.

(m) Water Year -- The period from October 1 to the following September 30. Where reference is made herein to "year" or "annual", such terms shall be construed as referring to Water Year, unless the context indicates otherwise.

(n) Adjusted Base Flow -- Actual Base Flow in each year adjusted for quality as provided hereinbelow. Compliance with the respective obligations under Paragraph 5 shall be measured by the Adjusted Base Flow.

4. Declaration of Rights. Substantially all of the parties to this action, whether situate in Upper Area or Lower Area have or claim rights to the use of a portion of the water supply of the Santa Ana River system. In the aggregate, water users and other entities in Lower Area have rights, as against all Upper Area claimants, to receive an average annual supply of 42,000 acre feet of Base Flow at Prado, together with the right to all Storm Flow reaching Prado Reservoir. Water users and other entities in Upper Area have rights in the aggregate, as against all Lower Area claimants, to divert, pump, extract, conserve, store and use all surface and ground water supplies originating within Upper Area without interference or restraint by Lower Area claimants, so long as Lower Area receives the water to which it is entitled under this Judgment and there is compliance with all of its provisions.

5. Physical Solution. The Court hereby declares the following physical solution to be a fair and equitable basis for satisfaction of all said rights in the aggregate between Lower Area and Upper Area. The parties are hereby ordered and directed to comply with this Physical Solution and such compliance shall constitute full and complete satisfaction of the rights declared in

Paragraph 4 hereof.

(a) General Format. In general outline, SBVMWD shall be responsible for the delivery of an average annual amount of Base Flow at Riverside Narrows. CBMWD and WMWD shall jointly be responsible for an average annual amount of Base Flow at Prado. Insofar as Lower Area claimants are concerned, Upper Area water users and other entities may engage in unlimited water conservation activities, including spreading, impounding and other methods, in the area above Prado Reservoir, so long as Lower Area receives the water to which it is entitled under the Judgment and there is compliance with all of its provisions. Lower Area water users and other entities may make full conservation use of Prado Dam and reservoir, subject only to flood control use.

(b) Obligation of SBVMWD. SBVMWD shall be responsible for an average annual Adjusted Base Flow of 15,250 acre feet at Riverside Narrows. A continuing account, as described in Exhibit B, shall be maintained of actual Base Flow at Riverside Narrows, with all adjustments thereof and any cumulative debit or credit. Each year the obligation to provide Base Flow shall be subject to the following:

(1) Minimum Annual Quantities. Without regard to any cumulative credits, or any adjustment for quality for the current Water Year under subparagraph (2) hereof, SBVMWD each year shall be responsible at Riverside Narrows for not less than 13,420 acre feet of Base Flow plus one-third of any cumulative debit; provided, however, that for any year

commencing on or after October 1, 1986, when there is no cumulative debit, or for any year prior to 1986 whenever the cumulative credit exceeds 10,000 acre feet, said minimum shall be 12,420 acre feet.

(2) Adjustment for Quality. The amount of Base Flow at Riverside Narrows received during any year shall be subject to adjustment based upon the weighted average annual TDS in such Base Flow, as follows:

If the Weighted Average TDS in Base Flow at Riverside Narrows is:	Then the Adjusted Base Flow shall be determined by the formula:
Greater than 700 ppm	$Q - \frac{11}{15,250} Q\ (TDS-700)$
600 ppm - 700 ppm	Q
Less than 600 ppm	$Q + \frac{11}{15,250} Q\ (600-TDS)$

Where: Q = Base Flow actually received.

(3) Periodic Reduction of Cumulative Debit. At least once in any ten (10) consecutive years subsequent to October 1, 1976, SBVMWD shall provide sufficient quantities of Base Flow at Riverside Narrows to discharge completely any cumulative debits. Any cumulative credits shall remain on the books of account until used to offset any subsequent debits, or until otherwise disposed of by SBVMWD.

(c) Obligation of CBMWD and WMWD. CBMWD and WMWD shall be responsible for an average annual Adjusted Base Flow of 42,000 acre feet at Prado. A continuing account, as described in Exhibit B, shall

(l) TDS -- Total dissolved solids determined as set forth in Exhibit B.

(m) Water Year -- The period from October 1 to the following September 30. Where reference is made herein to "year" or "annual", such terms shall be construed as referring to Water Year, unless the context indicates otherwise.

(n) Adjusted Base Flow -- Actual Base Flow in each year adjusted for quality as provided hereinbelow. Compliance with the respective obligations under Paragraph 5 shall be measured by the Adjusted Base Flow.

4. Declaration of Rights. Substantially all of the parties to this action, whether situate in Upper Area or Lower Area have or claim rights to the use of a portion of the water supply of the Santa Ana River system. In the aggregate, water users and other entities in Lower Area have rights, as against all Upper Area claimants, to receive an average annual supply of 42,000 acre feet of Base Flow at Prado, together with the right to all Storm Flow reaching Prado Reservoir. Water users and other entities in Upper Area have rights in the aggregate, as against all Lower Area claimants, to divert, pump, extract, conserve, store and use all surface and ground water supplies originating within Upper Area without interference or restraint by Lower Area claimants, so long as Lower Area receives the water to which it is entitled under this Judgment and there is compliance with all of its provisions.

5. Physical Solution. The Court hereby declares the following physical solution to be a fair and equitable basis for satisfaction of all said rights in the aggregate between Lower Area and Upper Area. The parties are hereby ordered and directed to comply with this Physical Solution and such compliance shall constitute full and complete satisfaction of the rights declared in

Paragraph 4 hereof.

(a) General Format. In general outline, SBVMWD shall be responsible for the delivery of an average annual amount of Base Flow at Riverside Narrows. CBMWD and WMWD shall jointly be responsible for an average annual amount of Base Flow at Prado. Insofar as Lower Area claimants are concerned, Upper Area water users and other entities may engage in unlimited water conservation activities, including spreading, impounding and other methods, in the area above Prado Reservoir, so long as Lower Area receives the water to which it is entitled under the Judgment and there is compliance with all of its provisions. Lower Area water users and other entities may make full conservation use of Prado Dam and reservoir, subject only to flood control use.

(b) Obligation of SBVMWD. SBVMWD shall be responsible for an average annual Adjusted Base Flow of 15,250 acre feet at Riverside Narrows. A continuing account, as described in Exhibit B, shall be maintained of actual Base Flow at Riverside Narrows, with all adjustments thereof and any cumulative debit or credit. Each year the obligation to provide Base Flow shall be subject to the following:

(1) Minimum Annual Quantities. Without regard to any cumulative credits, or any adjustment for quality for the current Water Year under subparagraph (2) hereof, SBVMWD each year shall be responsible at Riverside Narrows for not less than 13,420 acre feet of Base Flow plus one-third of any cumulative debit; provided, however, that for any year

commencing on or after October 1, 1986, when there is no cumulative debit, or for any year prior to 1986 whenever the cumulative credit exceeds 10,000 acre feet, said minimum shall be 12,420 acre feet.

(2) Adjustment for Quality. The amount of Base Flow at Riverside Narrows received during any year shall be subject to adjustment based upon the weighted average annual TDS in such Base Flow, as follows:

If the Weighted Average TDS in Base Flow at Riverside Narrows is:	Then the Adjusted Base Flow shall be determined by the formula:
Greater than 700 ppm	$Q - \frac{11}{15,250} Q (TDS-700)$
600 ppm - 700 ppm	Q
Less than 600 ppm	$Q + \frac{11}{15,250} Q (600-TDS)$

Where: Q = Base Flow actually received.

(3) Periodic Reduction of Cumulative Debit. At least once in any ten (10) consecutive years subsequent to October 1, 1976, SBVMWD shall provide sufficient quantities of Base Flow at Riverside Narrows to discharge completely any cumulative debits. Any cumulative credits shall remain on the books of account until used to offset any subsequent debits, or until otherwise disposed of by SBVMWD.

(c) Obligation of CBMWD and WMWD. CBMWD and WMWD shall be responsible for an average annual Adjusted Base Flow of 42,000 acre feet at Prado. A continuing account, as described in Exhibit B, shall

be maintained of actual Base Flow at Prado, with all adjustments thereof and any cumulative debit or credit. Each year the obligation to provide Base Flow shall be subject to the following:

(1) Minimum Annual Quantities. Without regard to any cumulative credits, or any adjustments for quality for the current Water Year under subparagraph (2) hereof, CBMWD and WMWD each year shall be responsible for not less than 37,000 acre feet of Base Flow at Prado, plus one-third of any cumulative debit; provided, however, that for any year commencing on or after October 1, 1986, when there is no cumulative debit, or for any year prior to 1986 whenever the cumulative credit exceeds 30,000 acre feet, said minimum shall be 34,000 acre feet.

(2) Adjustment for Quality. The amount of Base Flow at Prado received during any year shall be subject to adjustment based upon the weighted average annual TDS in Base Flow and Storm Flow at Prado as follows:

If the Weighted Average TDS in Base Flow and Storm Flow at Prado is:	Then the Adjusted Base Flow shall be determined by the formula:
Greater than 800 ppm	$Q - \frac{35}{42,000} Q\ (TDS-800)$
700 ppm - 800 ppm	Q
Less than 700 ppm	$Q + \frac{35}{42,000} Q\ (700-TDS)$

Where: Q = Base Flow actually received.

(3) Periodic Reduction of Cumulative Debit. At least once in ten (10) consecutive years subsequent to October 1, 1976, CBMWD and WMWD shall

provide sufficient quantities of Base Flow at Prado to discharge completely any cumulative debits. Any cumulative credits shall remain on the books of account until used to offset any subsequent debits, or until otherwise disposed of by CBMWD and WMWD.

(d) Inter-basin Export. Upper Districts are hereby restrained and enjoined from exporting water from Lower Area to Upper Area, directly or indirectly. OCWD is enjoined and restrained from pumping, producing and exporting or directly or indirectly causing water to flow from Upper to Lower Area, except as to salvage of evapo-transpiration losses, as follows: OCWD owns certain lands within and above Prado Reservoir on which it has or claims certain rights to salvage evapo-transpiration losses by pumping or otherwise. Pumping for said salvage purposes shall not exceed 5,000 acre feet of ground water in any water year. Only the actual net salvage, as determined by the Watermaster, shall be excluded from Base Flow.

(e) Inter-basin Acquisition of Rights. The acquisition by Upper Districts or other Upper Area entities of Lower Area water rights shall in no way affect or reduce Lower Area's entitlement; and the acquisition of Upper Area water rights by OCWD or other Lower Area entities shall be deemed to be included within the aggregate entitlement of Lower Area and shall not increase said entitlement.

(f) Effective Date. Obligations under this physical solution shall accrue from and after October 1, 1970.

6. Prior Adjudications. So long as SBVMWD is in

commencing on or after October 1, 1986, when there is no cumulative debit, or for any year prior to 1986 whenever the cumulative credit exceeds 10,000 acre feet, said minimum shall be 12,420 acre feet.

(2) Adjustment for Quality. The amount of Base Flow at Riverside Narrows received during any year shall be subject to adjustment based upon the weighted average annual TDS in such Base Flow, as follows:

If the Weighted Average TDS in Base Flow at Riverside Narrows is:	Then the Adjusted Base Flow shall be determined by the formula:
Greater than 700 ppm	$Q - \frac{11}{15,250} Q\ (TDS-700)$
600 ppm - 700 ppm	Q
Less than 600 ppm	$Q + \frac{11}{15,250} Q\ (600-TDS)$

Where: Q = Base Flow actually received.

(3) Periodic Reduction of Cumulative Debit. At least once in any ten (10) consecutive years subsequent to October 1, 1976, SBVMWD shall provide sufficient quantities of Base Flow at Riverside Narrows to discharge completely any cumulative debits. Any cumulative credits shall remain on the books of account until used to offset any subsequent debits, or until otherwise disposed of by SBVMWD.

(c) Obligation of CBMWD and WMWD. CBMWD and WMWD shall be responsible for an average annual Adjusted Base Flow of 42,000 acre feet at Prado. A continuing account, as described in Exhibit B, shall

be maintained of actual Base Flow at Prado, with all adjustments thereof and any cumulative debit or credit. Each year the obligation to provide Base Flow shall be subject to the following:

(1) Minimum Annual Quantities. Without regard to any cumulative credits, or any adjustments for quality for the current Water Year under subparagraph (2) hereof, CBMWD and WMWD each year shall be responsible for not less than 37,000 acre feet of Base Flow at Prado, plus one-third of any cumulative debit; provided, however, that for any year commencing on or after October 1, 1986, when there is no cumulative debit, or for any year prior to 1986 whenever the cumulative credit exceeds 30,000 acre feet, said minimum shall be 34,000 acre feet.

(2) Adjustment for Quality. The amount of Base Flow at Prado received during any year shall be subject to adjustment based upon the weighted average annual TDS in Base Flow and Storm Flow at Prado as follows:

If the Weighted Average TDS in Base Flow and Storm Flow at Prado is:	Then the Adjusted Base Flow shall be determined by the formula:
Greater than 800 ppm	$Q - \frac{35}{42,000} Q\ (TDS-800)$
700 ppm - 800 ppm	Q
Less than 700 ppm	$Q + \frac{35}{42,000} Q\ (700-TDS)$

Where: Q = Base Flow actually received.

(3) Periodic Reduction of Cumulative Debit. At least once in ten (10) consecutive years subsequent to October 1, 1976, CBMWD and WMWD shall

provide sufficient quantities of Base Flow at Prado to discharge completely any cumulative debits. Any cumulative credits shall remain on the books of account until used to offset any subsequent debits, or until otherwise disposed of by CBMWD and WMWD.

(d) Inter-basin Export. Upper Districts are hereby restrained and enjoined from exporting water from Lower Area to Upper Area, directly or indirectly. OCWD is enjoined and restrained from pumping, producing and exporting or directly or indirectly causing water to flow from Upper to Lower Area, except as to salvage of evapo-transpiration losses, as follows: OCWD owns certain lands within and above Prado Reservoir on which it has or claims certain rights to salvage evapo-transpiration losses by pumping or otherwise. Pumping for said salvage purposes shall not exceed 5,000 acre feet of ground water in any water year. Only the actual net salvage, as determined by the Watermaster, shall be excluded from Base Flow.

(e) Inter-basin Acquisition of Rights. The acquisition by Upper Districts or other Upper Area entities of Lower Area water rights shall in no way affect or reduce Lower Area's entitlement; and the acquisition of Upper Area water rights by OCWD or other Lower Area entities shall be deemed to be included within the aggregate entitlement of Lower Area and shall not increase said entitlement.

(f) Effective Date. Obligations under this physical solution shall accrue from and after October 1, 1970.

6. Prior Adjudications. So long as SBVMWD is in

compliance with the terms of the physical solution herein, OCWD is enjoined and restrained from enforcing the judgments listed below against SBVMWD or any entities within or partially within SBVMWD which have stipulated to accept and adopt such physical solution. So long as WMWD and CBMWD are in compliance with the terms of the physical solution, OCWD is enjoined and restrained from enforcing the judgments listed below against WMWD and CBMWD or any entities within or partially within WMWD or CBMWD which have stipulated to accept and adopt such physical solution.

(a) The Irvine Company, plaintiff, Orange County Water District, intervenor, vs. San Bernardino Valley Water Conservation District, et al., defendants, U. S. Dist. Ct., S.D. Cal. Civ. No. Y-36-M, judgments entered September 11, 1942 (Judgment Book 11 page 134), and recorded Book 1540 page 251 and Book 1541 page 85, Official Records of San Bernardino County.

(b) Orange County Water District vs. City of Riverside, et al., San Bernardino Superior Court No. 84671.

7. Watermaster. The Watermaster, when appointed by the Court, shall administer and enforce the provisions of this Judgment and the instructions and subsequent orders of this Court.

(a) Composition, Nomination and Appointment. The Watermaster shall consist of a committee composed of five (5) persons. CBMWD, WMWD and SBVMWD shall each have the right to nominate one representative and OCWD shall have the right to nominate two (2) representatives to the Watermaster committee. Each such nomination shall be made in writing, served upon the other parties to the Stipulation for this Judgment and filed with the Court. Said Watermaster representatives shall be appointed by and serve at

the pleasure of and until further order of this Court.

(b) Watermaster Determinations. Each and every finding and determination of the Watermaster shall be made in writing certified to be by unanimous action of all members of the Watermaster Committee. In the event of failure or inability of said Watermaster Committee to reach unanimous agreement, the fact, issue, or determination in question shall forthwith be certified to this Court by the Watermaster, and after due notice to the parties and opportunity for hearing, said matter shall be determined by order of this Court.

(c) Annual Report. The Watermaster shall report to the Court and to each party in writing not more than five (5) months after the end of each Water Year, each of the items required by Paragraph 4 of the Engineering Appendix, Exhibit B hereto, and such other items as the parties may mutually request or the Watermaster may deem to be appropriate. All of the books and records of the Watermaster which are used in the preparation of, or are relevant to, such reported data, determinations and reports shall be open to inspection by the parties to the Stipulation for Judgment herein.

(d) Watermaster Service Expenses. The fees, compensation and expenses of each representative on the Watermaster shall be borne by the district which nominated such person. All other Watermaster service costs and expenses shall be borne by the parties in the following proportions:

OCWD - 40%

CBMWD - 20%

SBVMWD - 20%

WMWD - 20%

The Watermaster may from time to time in its discretion require advances of operating capital from the parties in said proportions.

8. Continuing Jurisdiction of the Court. Full jurisdiction, power and authority are retained and reserved by the Court for the purpose of enabling the Court, upon application of any party or of the Watermaster by motion and upon at least 30 days' notice thereof, and after hearing thereon:

(a) To make such further or supplemental orders or directions as may be necessary or appropriate for the construction, enforcement or carrying out of this Judgment, and

(b) To modify, amend or amplify any of the provisions of this Judgment whenever substantial changes or developments affecting the physical, hydrological or other conditions dealt with herein may, in the Court's opinion, justify or require such modification, amendment or amplification; provided, however, that no such modification, amendment or amplification shall change or alter (1) the average annual obligation of CBMWD and WMWD for delivery of 42,000 acre feet of Base Flow per year at Prado, (2) the average annual obligation of SBVMWD for delivery of 15,250 acre feet of Base Flow per year at Riverside Narrows, (3) the respective minimum Base Flows at Riverside Narrows and Prado, nor (4) the right of the parties to this Judgment or of those who stipulate to accept and adopt the physical solution herein to conserve or store flows.

9. Notices. All notices, requests, objections, reports and other papers permitted or required by the terms of this

Judgment shall be given or made by written document and shall be served by mail on each party and its attorney entitled to notice and where required or appropriate, on the Watermaster. For all purposes of this paragraph, the mailing address of each party and attorney entitled to notice shall be that set forth below its signature in the Stipulation for Judgment, until changed as provided below. If any party or attorney for a party desires to change its designation of mailing address, it shall file a written notice of such change with the Clerk of this Court and shall serve a copy thereof by mail on the Watermaster. Upon receipt of any such notice, the Watermaster shall promptly give written notice thereof. Watermaster addresses for notice purposes shall be as specified in the orders appointing each representative on the Watermaster.

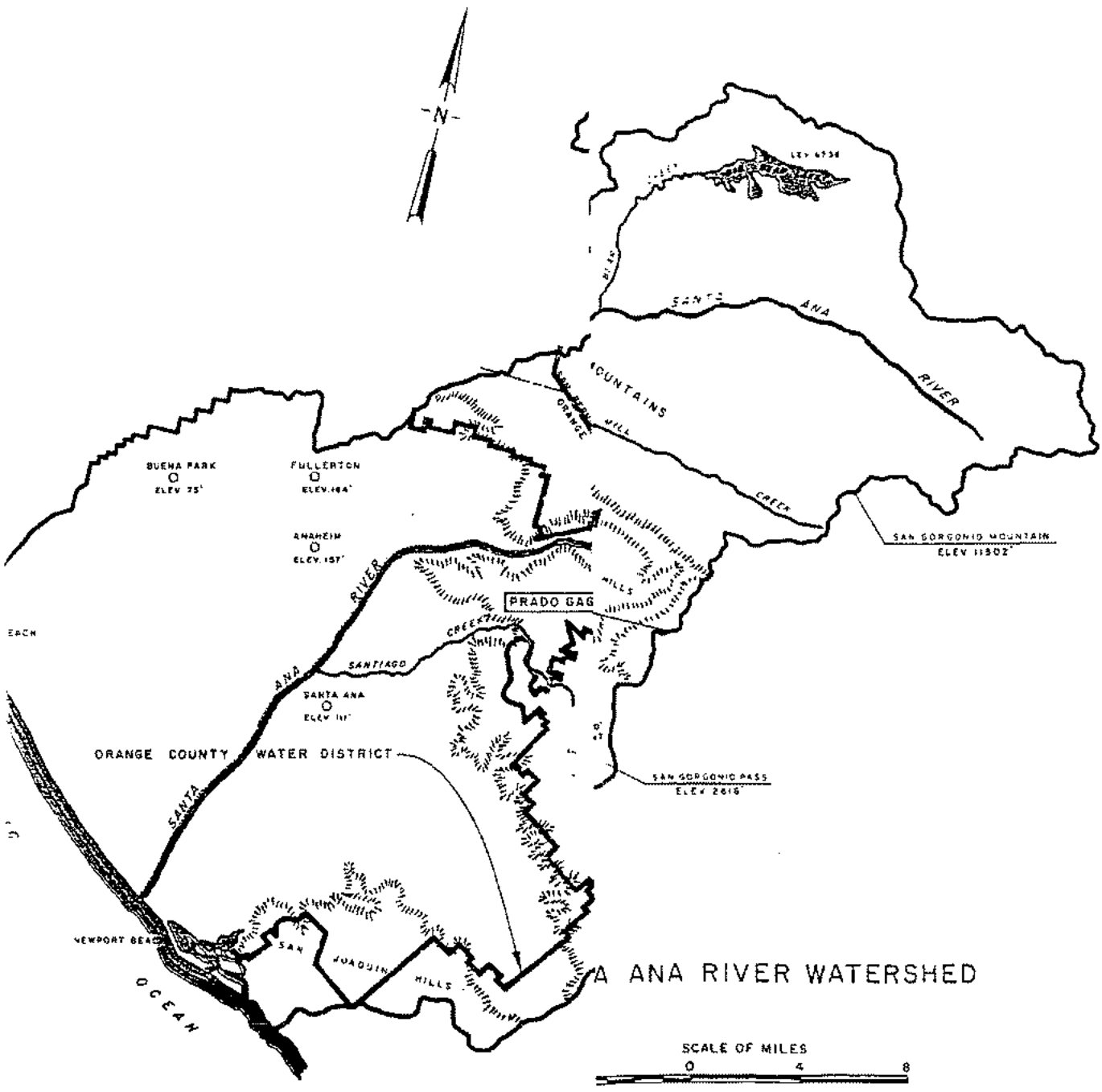
10. Successors. No party shall dissolve, nor shall it abandon or transfer all or substantially all of its powers or property, without first providing for its obligations under this Judgment to be assumed by a successor public agency, with the powers and resources to perform hereunder. Any such successor shall be approved by the Court after notice to all parties and an opportunity for hearing.

11. Future Actions. In the event that any Lower Area claimant shall in the future obtain from any court of competent jurisdiction a decree awarding to such claimant a right to receive a stated amount of water from the Upper Area for use in the Lower Area, any water delivered pursuant to such decree shall be considered as part of Base Flow. In the event that the relief obtained by any such claimant is in the form of a restriction imposed upon production and the use of water in Upper Area, rather than a right to receive a stated amount of water, then notwithstanding the proviso in Paragraph 8, any Upper District may apply to the Court to modify the physical solution herein.

12. Costs. None of the parties shall recover any costs from any other party.

Dated: April 17, 1969

Judge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SANTA ANA RIVER
ORANGE
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ELEV 11502'
BUENA PARK
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FULLERTON
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ANAHEIM
ELEV. 157'
SANTIAGO
CREEK
PRADO DAM
SANTA ANA
ELEV 111'
SAN GORGONIO PASS
ELEV 2616'
ORANGE COUNTY WATER DISTRICT
SANTA ANA RIVER
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EXHIBIT A

ENGINEERING APPENDIX

The purpose of the Engineering Appendix is to establish the basis for measurements, calculations and determinations required in the operation of the physical solution.

1. Measurements.

In administering the physical solution, it will be necessary to determine the quantity and quality of stream flow and flow in pipelines or other conveyance facilities at several points along the Santa Ana River. Watermaster shall make, or obtain from United States Geological Survey (USGS), flood control districts or other entities, all measurements necessary for making the determinations required by the Judgment.

a. Change in Measuring Device or Location. If any measuring device used or useful in making such determinations is inoperative, abandoned, changed or moved, Watermaster shall estimate the quantity that would have been measured at the station had it been operative at its original location, or may use a substitute device or location.

b. Erroneous Measurement. If Watermaster determines there is an error in any measurement or record, he may utilize his estimate in lieu of said measurement or record.

c. Preliminary Records. Watermaster may utilize preliminary records of measurement. If revisions are subsequently made in the records, Watermaster may reflect such changes in subsequent accounting.

2. Determination of Flow Components.

Since the records available only provide data on the total quantity of surface flow and since storm runoff occurs during and following periods of rainfall, Watermaster must determine what portion of total measured surface flow at Prado and at Riverside

Narrows is Storm Flow and what portion is Base Flow.

Under paragraph 3(k) of the Judgment, certain categories of water are to be included or excluded from Base Flow. As such waters may or may not be measured by the USGS gages at Prado and/or Riverside Narrows, Watermaster must make appropriate adjustments to account for the same.

The parties, in reaching the physical solution provided for in the Judgment, used certain procedures to separate or scalp the Storm Flow from the total measured surface flow and to determine Base Flow. These procedures are reflected in the Work Papers of the engineers, bound copies of which shall be filed with the Watermaster. Watermaster shall use either the same procedures or procedures which will give equivalent results, giving due consideration to all sources of the surface flow measured at the gages, to changes in the amounts and the proportionate contributions of each source, and to changes in location of measuring points.

3. Water Quality Determinations.

It will be necessary to determine for each water year the weighted average Total Dissolved Solids (TDS) content of the Base Flow at Riverside Narrows and of the total flow at Prado.

TDS shall be determined by the method set forth under "B. Filterable Residual", starting on page 245 of Standard Methods for Examination of Water and Wastewater, Twelfth Edition, 1965, Library of Congress Catalog Card No. 55-1979. The drying temperature shall be 180° centigrade. Milligrams per liter (mg/l) shall be deemed equivalent to parts per million (ppm) for purposes of the Judgment.

a. Procedure at Prado.

(1) Determinations of the electrical conductivity at 25°C. near the gaging station at Prado shall be made or obtained.

(2) A sufficient number of determinations of TDS of the flow at the same point shall be

made or obtained to provide the relationship between TDS and electrical conductivity for all rates of flow. This relationship shall be used to determine the average daily TDS weighted by flow, for each day of the year. During periods of Storm Flow, samples shall be taken at least daily.

(3) The annual weighted average TDS of all waters passing Prado shall be determined. Any direct deliveries or flows which are included or excluded in the definition of Base Flow as set forth in paragraph 3(k) of the Judgment, shall be similarly included or excluded in the calculation of the annual weighted average TDS.

b. Procedure at Riverside Narrows. The procedure to adjust Base Flow at Riverside Narrows shall be the same as that outlined in paragraph a. above, except that the annual weighted average TDS of Base Flow only is to be determined. Therefore during periods of Storm Flow, the TDS of Base Flow shall be estimated.

4. Accounting.

Utilizing the appropriate obligations set forth in the Judgment and the measurements, calculations and determinations described in this Engineering Appendix, Watermaster shall maintain a continuing account for each year of the following items.

a. Prado Accounting.

(1) Base Flow at Prado. See Paragraph 2 of this Engineering Appendix and Paragraph 3(k) of the Judgment.

(2) Annual Weighted TDS of Total Flow at Prado. See Paragraph 3a of this Engineering Appendix.

(3) Annual Adjusted Base Flow. See Paragraph 5(c)(2) of the Judgment and items (1) and (2) above.

(4) Cumulative Adjusted Base Flow. This is the cumulation of quantities shown in item (3) above.

(5) Cumulative Entitlement of OCWD at Prado. This is the product of 42,000 acre feet multiplied by the number of years after October 1, 1970.

(6) Cumulative Credit or Debit. This is item (4) minus item (5).

(7) One-third of Cumulative Debit. This is equal to one-third of any cumulative debit shown in item (6) above.

(8) Minimum Required Base Flow in Following Year. This is the minimum quantity of Base Flow at Prado which CBMWD and WMWD must jointly cause to occur in the following year determined in accordance with paragraph 5(c)(1) of the Judgment and utilizing item (7) above.

b. Riverside Narrows Accounting.

(1) Base Flow at Riverside Narrows. See Paragraph 2 of this Engineering Appendix and Paragraph 3(k) of the Judgment.

(2) Annual Weighted TDS of Base Flow at Riverside Narrows. See Paragraph 3b of this Engineering Appendix.

(3) Annual Adjusted Base Flow. See

Paragraph 5(b)(2) of the Judgment and items (1) and (2) above.

(4) Cumulative Adjusted Base Flow. This is the cumulation of quantities shown in item (3) above.

(5) Cumulative Entitlement of CBMWD and WMWD at Riverside Narrows. This is the product of 15,250 acre feet multiplied by the number of years after October 1, 1970.

(6) Cumulative Credit or Debit. This is item (4) minus item (5).

(7) One-third of Cumulative Debit. This is equal to one-third of any cumulative debit shown in item (6) above.

(8) Minimum Required Base Flow in Following Year. This is the minimum quantity of Base Flow at Riverside Narrows which SBVMWD must cause to occur in the following year determined in accordance with Paragraph 5(b)(1) of the Judgment and utilizing item (7) above.

FILED
RIV. APPLE COUNTY

APR 17 1969

DONALD [illegible], Clerk
By [illegible], Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, a municipal water district; CITY OF RIVERSIDE, a municipal corporation; THE GAGE CANAL COMPANY, a corporation; AGUA MANSA WATER COMPANY, a corporation, MEEKS & DALEY WATER COMPANY, a corporation; RIVERSIDE HIGHLAND WATER COMPANY, a corporation, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,

Plaintiffs,

-vs-

(A) EAST SAN BERNARDINO COUNTY WATER DISTRICT, et al.,

Defendants

No. 754726

JUDGMENT

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APPENDIX A -- Map showing San Bernardino Basin Area, Colton Basin Area, and Riverside Basin Area situated within San Bernardino County; Riverside Basin Area within Riverside County; Bunker Hill Dike; Riverside Narrows; and

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Boundaries of San Bernardino Valley Municipal Water District & Western Municipal Water District of Riverside County

APPENDIX B -- Extractions by Plaintiffs from San Bernardino Basin Area.

APPENDIX C -- Exports for Use on Lands not Tributary to Riverside Narrows

APPENDIX D -- Miscellaneous Data

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RECITALS

(a) Complaint. The complaint in this action was filed by certain parties exporting water from the area defined herein as the San Bernardino Basin Area for use within Western, and sought a general adjudication of water rights.

(b) Orange County Water District Action. Subsequently the Orange County Water District filed an action for the adjudication of the water rights of substantially all water users in the area tributary to Prado Dam in the Santa Ana River Watershed. A decree of physical solution has been entered in such action whereby individual water users were dismissed, and San Bernardino Valley and Western assumed responsibility for the deliveries of certain flows at Riverside Narrows and Prado respectively.

(c) Physical Solution. The Judgment herein will further implement the physical solution in the Orange County Water District action, as well as determine the rights of the hereinafter named Plaintiffs to extract water from the San Bernardino Basin Area, and provide for replenishment of the area above Riverside Narrows. Such Judgment is fair and equitable, in the best interests of the parties, and in furtherance of the water policy of the State. San Bernardino Valley has the statutory power and resources to effectuate this Judgment and accordingly the other defendants may be dismissed.

(d) Stipulation. The parties named herein through their respective counsel have proposed and filed a written stipulation agreeing to the making and entry of this Judgment. By reason of such stipulation, and good cause appearing

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therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I

ACTIVE PARTIES

(a) The parties to this Judgment are as follows:

(1) Plaintiff Western Municipal Water District of Riverside County, a California municipal water district, herein often called "Western", appearing and acting pursuant to Section 71751 of the Water Code;

(2) Plaintiff City of Riverside, a municipal corporation;

(3) Plaintiffs Riverside Highland Water Company, Agua Mansa Water Company and Meeks & Daley Water Company, each of which is a mutual water company and a California corporation;

(4) Plaintiff The Regents of the University of California, a California public corporation;

(5) Defendant San Bernardino Valley Municipal Water District, a California municipal water district, herein often called "San Bernardino Valley", appearing and acting pursuant to Section 71751 of the Water Code;

(b) This Judgment shall inure to the benefit of and be binding upon, the successors and assigns of the parties.

II

DISMISSED PARTIES

All parties other than those named in the preceding Paragraph I are dismissed without prejudice.

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III

PRIOR JUDGMENTS

(a) The Judgment dated and entered on May 13, 1959, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino, entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff v. Riverside Water Company, a corporation, et al., Defendants", No. 97031, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to the rights determined in that action.

(b) The Judgment dated June 23, 1965, and entered on April 21, 1966, in that certain action filed in the Superior Court of the State of California in and for the County of San Bernardino entitled and numbered "San Bernardino Valley Water Conservation District, a State Agency, Plaintiff, v. Riverside Water Company, a corporation, et al., Defendants," No. 111614, is superseded effective January 1, 1971, and for so long as this Judgment remains in effect as to any party hereto that was a party to that action, and as to any party hereto that is a successor in interest to any rights determined in that action.

(c) As used in this Paragraph III only, "party" includes any person or entity which stipulates with the parties hereto to accept this Judgment.

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IV

DEFINITIONS

The following ground water basins and tributary areas are situated within the Santa Ana River watershed upstream from Riverside Narrows and are tributary thereto, and their approximate locations and boundaries for purposes of this Judgment are shown upon the map attached hereto as Appendix "A"; San Bernardino Basin Area (the area above Bunker Hill Dike, but excluding certain mountainous regions and the Yucaipa, San Timoteo, Oak Glen and Beaumont Basins); Colton Basin Area, Riverside Basin Area within San Bernardino County, and Riverside Basin Area within Riverside County.

As used herein the following terms shall have the meanings herein set forth:

(a) Bunker Hill Dike - The San Jacinto Fault, located approximately as shown on Appendix "A", and forming the principal downstream boundary of the San Bernardino Basin Area.

(b) Riverside Narrows - That bedrock narrows in the Santa Ana River indicated on Appendix "A".

(c) Extractions - Any form of the verb or noun shall include pumping, diverting, taking or withdrawing water, either surface or subsurface, by any means whatsoever, except extractions for hydroelectric generation to the extent that such flows are returned to the stream, and except for diversions for replenishment.

(d) Natural Precipitation - Precipitation which falls naturally in the Santa Ana River watershed.

(e) Imported Water - Water brought into the Santa Ana River watershed from sources of origin outside such watershed.

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(f) Replenishment - Artificial recharge of the ground water body achieved through the spreading or retention of water for the purpose of causing it to percolate and join the underlying ground water body, or injection of water into the ground water resources by means of wells; provided that as used with reference to any obligation of Western to replenish the Riverside Basin Area in Riverside County, the term replenishment shall include any water caused to be delivered by Western for which credit is received by San Bernardino Valley against its obligation under the Orange County Judgment to provide base flow at Riverside Narrows.

(g) Safe Yield - Safe yield is that maximum average annual amount of water that could be extracted from the surface and subsurface water resources of an area over a period of time sufficiently long to represent or approximate long-time mean climatological conditions, with a given areal pattern of extractions, under a particular set of physical conditions or structures as such affect the net recharge to the ground water body, and with a given amount of usable underground storage capacity, without resulting in long-term, progressive lowering of ground water levels or other undesirable result. In determining the operational criteria to avoid such adverse results, consideration shall be given to maincenance of adequate ground water quality, subsurface outflow, costs of pumping, and other relevant factors.

The amount of safe yield is dependent in part upon the amount of water which can be stored in and used from the ground water reservoir over a period of normal water supply under a given set of conditions. Safe yield is thus related to factors which influence or control ground water recharge, and

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to the amount of storage space available to carry over recharge occurring in years of above average supply to years of deficient supply. Recharge, in turn, depends on the available surface water supply and the factors influencing the percolation of that supply to the water table.

Safe yield shall be determined in part through the evaluation of the average net groundwater recharge which would occur if the culture of the safe yield year had existed over a period of normal native supply.

(h) Natural Safe Yield - That portion of the safe yield of the San Bernardino Basin Area which could be derived solely from natural precipitation in the absence of imported water and the return flows therefrom, and without contributions from new conservation. If in the future any natural runoff tributary to the San Bernardino Basin Area is diverted away from that Basin Area so that it is not included in the calculation of natural safe yield, any replacement made thereof by San Bernardino Valley or entities within it from imported water shall be included in such calculation.

(i) New Conservation - Any increase in replenishment from natural precipitation which results from operation of works and facilities not now in existence, other than those works installed and operations which may be initiated to offset losses caused by increased flood control channelization.

(j) Year - A calendar year from January 1 through December 31. The term "annual" shall refer to the same period of time.

(k) Orange County Judgment - The final judgment in Orange County Water District v. City of Chino, et al., Orange County Superior Court No. 117628, as it may from time to

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time be modified.

(l) Return Flow - That portion of the water applied for use in any particular ground water basin which subsequently reaches the ground water body in that basin.

(m) Five Year Period - a period of five consecutive years.

V

EXTRACTIONS FROM THE SAN BERNARDINO BASIN AREA

(a) For Use by Plaintiffs. The average annual extractions from the San Bernardino Basin Area delivered for use in each service area by each Plaintiff for the five year period ending with 1963 are hereby determined to be as set forth in Table B-1 of Appendix "B". The amount for each such Plaintiff delivered for use in each service area as set forth in Table B-1 shall be designated, for purposes of this Judgment, as its "base right" for such service area.

(b) For Use by Others. The total actual average annual extractions from the San Bernardino Basin Area by entities other than Plaintiffs for use within San Bernardino County for the five year period ending with 1963 are assumed to be 165,407 acre feet; the correct figure shall be determined by the Watermaster as herein provided.

VI

SAN BERNARDINO BASIN AREA RIGHTS AND REPLENISHMENT

(a) Determination of Natural Safe Yield. The natural safe yield of the San Bernardino Basin Area shall be computed by the Watermaster, reported to and determined initially by supplemental order of this Court, and thereafter

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shall be subject to the continuing jurisdiction thereof.

(b) Annual Adjusted Rights of Plaintiffs.

1. The annual "adjusted right" of each Plaintiff to extract water from the San Bernardino Basin Area for use in each service area designated in Table B-1 shall be equal to the sum of the following:

(a) its base right for such service area, until the natural safe yield of the San Bernardino Basin Area is determined, and thereafter its percentage of such natural safe yield determined by the methods used in Table B-2; and (b) an equal percentage for each service area of any new conservation, provided the conditions of the subparagraph 2 below have been met.

2. In order that the annual adjusted right of each such Plaintiff shall include its same respective percentage of any new conservation, such Plaintiff shall pay its proportionate share of the costs thereof. Each Plaintiff shall have the right to participate in new conservation projects, under procedures to be determined by the Watermaster for notice to Plaintiffs of the planned construction of such projects. With respect to any new conservation brought about by Federal installations, the term "costs" as used herein shall refer to any local share required to be paid in connection with such project. Each Plaintiff shall make its payment at times satisfactory to the constructing agency, and new conservation shall be credited to any participating Plaintiff as such conservation is effected.

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3. In any five year period, each Plaintiff shall have the right to extract from the San Bernardino Basin Area for use in each service area designated in Table B-1 an amount of water equal to five times its adjusted right for such service area; provided, however, that extractions by each Plaintiff in any year in any service area shall not exceed such Plaintiff's adjusted right for that service area by more than 30 percent.

4. If the natural safe yield of the San Bernardino Basin Area has not been determined by January 1, 1972, the initial determination thereof shall be retroactive to that date and the rights of the Plaintiffs, and the replenishment obligation of San Bernardino Valley as hereinafter set forth, shall be adjusted as of such date. Any excess extractions by Plaintiffs shall be charged against their respective adjusted rights over the next five year period, or in the alternative, Plaintiffs may pay to San Bernardino Valley the full cost of any replenishment which it has provided as replenishment for such excess extractions. Any obligation upon San Bernardino Valley to provide additional replenishment, by virtue of such retroactive determination of natural safe yield, may also be discharged over such next five year period.

5. Plaintiffs and each of them and their agents and assigns are enjoined from extracting any more water from the San Bernardino Basin Area than is permitted under this Judgment. Changes in place

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of use of any such water from one service area to another shall not be made without the prior approval of Court upon a finding of compliance with Paragraph XV(b) of this Judgment. So long as San Bernardino Valley is in compliance with all its obligations hereunder, and Plaintiffs are allowed to extract the water provided for in this Judgment, Plaintiffs are further enjoined from bringing any action to limit the water extracted from the San Bernardino Basin Area for use within San Bernardino Valley.

6. Nothing in this Judgment shall prevent future agreements between San Bernardino Valley and Western under which additional extractions may be made from the San Bernardino Basin Area, subject to the availability of imported water not required by San Bernardino Valley, and subject to payment satisfactory to San Bernardino Valley for replenishment required to compensate for such additional extractions.

(c) San Bernardino Valley Replenishment. San Bernardino Valley shall provide imported water for replenishment of the San Bernardino Basin Area at least equal to the amount by which extractions therefrom for use within San Bernardino County exceed during any five year period the sum of: (a) five times the total average annual extractions determined under Paragraph V(b) hereof, adjusted as may be required by the natural safe yield of the San Bernardino Basin Area; and (b) any new conservation to which users within San Bernardino Valley are entitled. Such replenishment shall be

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supplied in the year following any five year period; provided that during the first five year period, San Bernardino Valley shall supply annual amounts on account of its obligations hereunder, and such amounts shall be not less than fifty percent of the gross amount of excess extractions in the previous year.

1. Against its replenishment obligation over any five year period San Bernardino Valley shall receive credit for that portion of such excess extractions that returns to the ground water of the San Bernardino Basin Area.

2. San Bernardino Valley shall also receive credit against any future replenishment obligations for all replenishment which it provides in excess of that required herein, and for any amounts which may be extracted without replenishment obligation, which in fact are not extracted.

(d) In this subparagraph (d), "person" and "entity" mean only those persons and entities, and their successors in interest, which have stipulated with the parties to this Judgment within six months after its entry to accept this Judgment.

San Bernardino Valley agrees that the base rights of persons or entities other than Plaintiffs to extract water from the San Bernardino Basin Area for use within San Bernardino Valley will be determined by the average annual quantity extracted by such person or entity during the five year period ending with 1963. After the natural safe yield of the San Bernardino Basin Area is determined hereunder, such

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base rights will be adjusted to such natural safe yield; the adjusted right of each such person or entity shall be that percentage of natural safe yield as determined hereunder from time to time which the unadjusted right of such person or entity is of the amount determined under Paragraph V(b).

San Bernardino Valley further agrees that in the event the right to extract water of any of such persons or entities in the San Bernardino Basin Area is adjudicated and legal restrictions placed on such extractions which prevent extracting of water by said persons or entities in an amount equal to their base rights, or after natural safe yield is determined, their adjusted rights, San Bernardino Valley will furnish to such persons or entities or recharge the ground water resources in the area of extraction for their benefit with imported water, without direct charge to such persons or entities therefor, so that the base rights, or adjusted rights, as the case may be, may be taken by the person or entity.

Under the provisions hereof relating to furnishing of such water by San Bernardino Valley, such persons or entities shall be entitled to extract in addition to their base rights or adjusted rights any quantities of water spread for repumping in their area of extractions, which has been delivered to them by a mutual water company under base rights or adjusted base rights included by the Watermaster under the provisions of Paragraph V (b) hereof. Extractions must be made within three years of spreading to so qualify.

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VII

WATER DISCHARGED ACROSS THE BUNKER HILL DIKE

San Bernardino Valley shall keep in force an agreement with the City of San Bernardino that the present annual quantity of municipal sewage effluent discharged across Bunker Hill Dike, assumed for all purposes herein to be 16,000 acre feet annually, shall be committed to the discharge of the downstream obligations imposed on San Bernardino Valley under this Judgment or under the Orange County Judgment, and that such effluent shall comply with the requirements of the Santa Ana River Basin Regional Water Quality Control Board in effect December 31, 1968.

VIII

EXTRACTIONS FROM COLTON BASIN AREA AND RIVERSIDE BASIN AREA IN SAN BERNARDINO COUNTY.

(a) The average annual extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County, for use outside San Bernardino Valley, for the five year period ending with 1963 are assumed to be 3,349 acre feet and 20,191 acre feet, respectively; the correct figures shall be determined by the Watermaster as herein provided.

(b) Over any five year period, there may be extracted from each such Basin Area for use outside San Bernardino Valley, without replenishment obligation, an amount equal to five times such annual average for the Basin Area; provided, however, that if extractions in any year exceed such average by more than 20 percent, Western shall provide replenishment in the following year equal to the excess

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extractions over such 20 percent peaking allowance.

(c). To the extent that extractions from each such Basin Area for use outside San Bernardino Valley exceed the amounts specified in the next preceding Paragraph (b), Western shall provide replenishment. Except for any extractions in excess of the 20 percent peaking allowance, such replenishment shall be supplied in the year following any five year period, and shall not be from reclaimed water produced within San Bernardino Valley. Such replenishment shall also be of a quality at least equal to the water extracted from the Basin Area being recharged; provided, that water from the State Water Project shall be deemed to be of acceptable quality. Replenishment shall be supplied to the Basin Area from which any excess extractions have occurred and in the vicinity of the place of the excess extractions to the extent required to preclude influence on the water level in the three wells below designated; provided that discharge of imported water into the Santa Ana River or Warm Creek from a connection on the State Aqueduct near the confluence thereof, if released in accordance with a schedule approved by the Watermaster to achieve compliance with the objectives of this Judgment, shall satisfy any obligation of Western to provide replenishment in the Colton Basin Area, or that portion of the Riverside Basin Area in San Bernardino County, or the Riverside Basin Area in Riverside County.

(d) Extractions from the Colton Basin Area and that portion of the Riverside Basin Area within San Bernardino County, for use within San Bernardino Valley, shall not be limited. However, except for any required replenishment by Western, San Bernardino Valley shall provide the water to maintain the static water levels in the area, as determined by wells numbered

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1S 4W 21 Q3, 1S 4W 29 H1, and 1S 4W 29 Q1 at an average level no lower than that which existed in the Fall season of 1963. Such 1963 average water level is hereby determined to be 822.04 feet above sea level. In future years, the level shall be computed by averaging the lowest static water levels in each of the three wells occurring at or about the same time of the year, provided that no measurements will be used which reflect the undue influence of pumping in nearby wells, or in the three wells, or pumping from the Riverside Basin in Riverside County in excess of that determined pursuant to Paragraph IX(a) hereof.

(e) Extractions by Plaintiffs from the Colton Basin Area and the portion of the Riverside Basin Area in San Bernardino County may be transferred to the San Bernardino Basin Area if the level specified in Paragraph (d) above is not maintained, but only to the extent necessary to restore such 1963 average water level, provided that Western is not in default in any of its replenishment obligations. San Bernardino Valley shall be required to replenish the San Bernardino Basin Area in an amount equal to any extractions so transferred. San Bernardino Valley shall be relieved of responsibility toward the maintenance of such 1963 average water level to the extent that Plaintiffs have physical facilities available to accommodate such transfers of extractions, and insofar as such transfers can be legally accomplished.

(f) The Colton Basin Area and the portion of the Riverside Basin Area in San Bernardino County constitute a major source of water supply for lands and inhabitants in both San Bernardino Valley and Western, and the parties hereto have a mutual interest in the maintenance of water quality in these Basin Areas and in the preservation of such supply. If

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the water quality in such Areas, as monitored by the City of Riverside wells along the river, falls below the Objectives set therefor by the Santa Ana River Basin Regional Water Quality Control Board, the Court shall have jurisdiction to modify the obligations of San Bernardino Valley to include, in addition to its obligation to maintain the average 1963 water level, reasonable provisions for the maintenance of such water quality.

(g) The primary objectives of Paragraph VIII and related provisions are to allow maximum flexibility to San Bernardino Valley in the operation of a coordinated replenishment and management program, both above and below Bunker Hill Dike; to protect San Bernardino Valley against increased extractions in the area between Bunker Hill Dike and Riverside Narrows, which without adequate provision for replenishment might adversely affect base flow at Riverside Narrows, for which it is responsible under the Orange County Judgment; and to protect the area as a major source of ground water supply available to satisfy the historic extractions therefrom for use within Western, without regard to the method of operation which may be adopted by San Bernardino Valley for the San Bernardino Basin Area, and without regard to the effect of such operation upon the historic supply to the area below Bunker Hill Dike.

If these provisions should prove either inequitable or unworkable, the Court upon the application of any party hereto shall retain jurisdiction to modify this Judgment so as to regulate the area between Bunker Hill Dike and Riverside Narrows on a safe yield basis; provided that under such method of operation, (1) base rights shall be determined on the basis of total average annual extractions for use within San Bernardino Valley and Western, respectively, for the five year period ending

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with 1963; (3) such base rights for use in both Districts shall be subject to whatever adjustment may be required by the safe yield of the area, and in the aggregate shall not be exceeded unless replenishment therefor is provided; (3) in calculating safe yield, the outflow from the area at Riverside Narrows shall be determined insofar as practical by the base flow obligations imposed on San Bernardino Valley under the Orange County Judgment; and (4) San Bernardino Valley shall be required to provide replenishment for any deficiency between the actual outflow and the outflow obligation across Bunker Hill Dike as established by safe yield analysis using the base period of 1934 through 1960.

IX

EXTRACTIONS FROM THE PORTION OF RIVERSIDE BASIN AREA IN RIVERSIDE COUNTY WHICH IS TRIBUTARY TO RIVERSIDE NARROWS.

(a) The average annual extractions from the portion of the Riverside Basin Area in Riverside County which is tributary to Riverside Narrows, for use in Riverside County, for the five year period ending with 1963 are assumed to be 30,044 acre feet; the correct figures shall be determined by the Watermaster as herein provided.

(b) Over any five year period, there may be extracted from such Basin Area, without replenishment obligation, an amount equal to five times such annual average for the Basin Area; provided, however, that if extractions in any year exceed such average by more than 20 percent, Western shall provide replenishment in the following year equal to the excess extractions over such 20 percent peaking allowance.

(c) To the extent that extractions from such Basin Area exceed the amounts specified in the next preceding

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Paragraph (b), Western shall provide replenishment. Except for any extractions in excess of the 20 percent peaking allowance, such replenishment shall be supplied in the year following any five year period, and shall be provided at or above Riverside Narrows.

(d) Western shall also provide such replenishment to offset any reduction in return flow now contributing to the base flow at Riverside Narrows, which reduction in return flow results from the conversion of agricultural uses of water within Western to domestic or other uses connected to sewage or waste disposal systems, the effluent from which is not tributary to the rising water at Riverside Narrows.

X

REPLENISHMENT TO OFFSET NEW EXPORTS OF WATER TO AREAS NOT TRIBUTARY TO RIVERSIDE NARROWS.

Certain average annual amounts of water extracted from the San Bernardino Basin Area and the area downstream therefrom to Riverside Narrows during the five year period ending in 1963 have been exported for use outside of the area tributary to Riverside Narrows and are assumed to be 50,667 acre feet annually as set forth in Table C-1 of Appendix "C"; the correct amount shall be determined by the Watermaster as herein provided. Western shall be obligated to provide replenishment at or above Riverside Narrows for any increase over such exports by Western or entities within it from such areas for use within areas not tributary to Riverside Narrows. San Bernardino Valley shall be obligated to provide replenishment for any increase over the exports from San Bernardino Valley for use in any area not within Western nor tributary to Riverside Narrows as set forth in Table C-2 of

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Appendix "C", such amounts being subject to correction by the Watermaster, or for any exports from the San Bernardino Basin Area for use in the Yucaipa, San Timoteo, Oak Glen and Beaumont Basins.

XI

REPLENISHMENT CREDITS AND ADJUSTMENT FOR QUALITY

(a) All replenishment provided by Western under Paragraph IX and all credits received against such replenishment obligation shall be subject to the same adjustments for water quality applicable to base flow at Riverside Narrows, as set forth in the Orange County Judgment.

(b) Western shall receive credit against its replenishment obligations incurred under this Judgment for the following:

1. As against its replenishment obligation under Paragraph VIII, any return flow to the Colton Basin Area or the portion of the Riverside Basin Area within San Bernardino County, respectively, resulting from any excess extractions therefrom; and as against its replenishment obligation under Paragraph IX, any return flow to the portion of the Riverside Basin Area in Riverside County, which contributes to the base flow at Riverside Narrows, resulting from any excess extractions therefrom, or from the Riverside Basin Area in San Bernardino County, or from the Colton Basin Area.

2. Subject to adjustment under Paragraph (a) hereof, any increase over the present amounts of sewage effluent discharged from

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treatment plants within Riverside County which are tributary to Riverside Narrows, and which results from the use of imported water.

3. Any replenishment which may be provided in excess of that required; any amounts which hereunder are allowed to be extracted from the Colton and Riverside Basin Areas without replenishment obligation by Western, and which in fact are not extracted; any storm flows conserved between Bunker Hill Dike and Riverside Narrows by works financed solely by Western, or entities within it, which would not otherwise contribute to base flow at Riverside Narrows; and any return flow from imported water used in Riverside County which contributes to base flow at Riverside Narrows; provided, however, that such use of the underground storage capacity in each of the above situations does not adversely affect San Bernardino Valley in the discharge of its obligations at Riverside Narrows under the Orange County Judgment, nor interfere with the accomplishment by San Bernardino Valley of the primary objectives of Paragraph VIII, as stated in Subdivision (g).

(c) The replenishment obligations of Western under this Judgment shall not apply during such times as amounts of base flow at Riverside Narrows and the amounts of water stored in the ground water resources below Bunker Hill Dike and tributary to the maintenance of such flow are found by Order of the Court to be sufficient to satisfy any obligation which San Bernardino Valley may have under this Judgment, or under the

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Orange County Judgment, and if the Court further finds by Order that during such times any such increase in pumping, changes in use or exports would not adversely affect San Bernardino Valley in the future.

(d) The replenishment obligations of San Bernardino Valley under Paragraph X of this Judgment for increase in exports from the Colton and Riverside Basin Areas within San Bernardino Valley below the Bunker Hill Dike shall not apply during such times as the amounts of water in the ground water resources of such area are found by Order of the Court to be sufficient to satisfy the obligations which San Bernardino Valley may have to Plaintiffs under this Judgment, and if the Court further finds by Order that during such times any such increases in exports would not adversely affect Plaintiffs in the future.

XII

CONVEYANCE OF WATER BY SAN BERNARDINO VALLEY TO RIVERSIDE NARROWS.

If San Bernardino Valley determines that it will convey reclaimed sewage effluent, or other water, to or near Riverside Narrows, to meet its obligations under this or the Orange County Judgment, the City of Riverside shall make available to San Bernardino Valley for that purpose any unused capacity in the former Riverside Water Company canal, and the Washington and Monroe Street storm drains, without cost except for any alterations or capital improvements which may be required, or any additional maintenance and operation costs which may result. The use of those facilities shall be subject to the requirements of the Santa Ana River Basin Regional Water Quality Control Board and of the State Health Department, and compliance

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therewith shall be San Bernardino Valley's responsibility.

XIII

WATERMASTER

(a) This Judgment and the instructions and subsequent orders of this Court shall be administered and enforced by a Watermaster. The parties hereto shall make such measurements and furnish such information as the Watermaster may reasonably require, and the Watermaster may verify such measurements and information and obtain additional measurements and information as the Watermaster may deem appropriate.

(b) The Watermaster shall consist of a committee of two persons. San Bernardino Valley and Western shall each have the right to nominate one of such persons. Each such nomination shall be made in writing, served upon the other parties to this Judgment, and filed in Court. Such person shall be appointed by and serve at the pleasure of and until further order of this Court. If either Western or San Bernardino Valley shall at any time nominate a substitute appointee in place of the last appointee to represent it, such appointee shall be appointed by the Court in place of such last appointee.

(c) Appendix "D" to this Judgment contains some of the data which have been used in preparation of this Judgment, and shall be utilized by the Watermaster in connection with any questions of interpretation.

(d) Each and every finding and determination of the Watermaster shall be made in writing certified to be by unanimous action of both members of the Watermaster committee. In the event of failure or inability of such Watermaster Committee to reach agreement, the Watermaster committee may determine to submit the dispute to a third person to be selected

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by them, or if they are unable to agree on a selection, to be selected by the Court, in which case the decision of the third person shall be binding on the parties; otherwise the fact, issue, or determination in question shall forthwith be certified to this Court by the Watermaster, and after due notice to the parties and opportunity for hearing, said matter shall be determined by order of this Court, which may refer the matter for prior recommendation to the State Water Resources Control Board. Such order of the Court shall be a determination by the Watermaster within the meaning of this Judgment.

(e) The Watermaster shall report to the Court and to each party hereto in writing not more than seven (7) months after the end of each year, or within such other time as the Court may fix, on each determination made by it pursuant to this Judgment, and such other items as the parties may mutually request or the Watermaster may deem to be appropriate. All of the books and records of the Watermaster which are used in the preparation of, or are relevant to, such reported data, determinations and reports shall be open to inspection by the parties hereto. At the request of any party this Court will establish a procedure for the filing and hearing of objections to the Watermaster's report.

(f) The fees, compensation and expenses of each person on the Watermaster shall be borne by the District which nominated such person. All other Watermaster service costs and expenses shall be borne by San Bernardino Valley and Western equally.

(g) The Watermaster shall initially compute and report to the Court the natural safe yield of the San Bernardino Basin Area, said computation to be based upon the cultural

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conditions equivalent to those existing during the five calendar year period ending with 1963.

(b) The Watermaster shall as soon as practical determine the correct figures for Paragraphs V(b), VI(b)1, VIII(a), IX(a) and X, as the basis for an appropriate supplemental order of this Court.

XIV

CONTINUING JURISDICTION OF THE COURT

(a) The Court hereby reserves continuing jurisdiction of the subject matter and parties to this Judgment, and upon application of any party, or upon its own motion, may review and redetermine, among other things, the following matters and any matters incident thereto:

1. The hydrologic condition of any one or all of the separate basins described in this Judgment in order to determine from time to time the safe yield of the San Bernardino Basin Area.

2. The desirability of appointing a different Watermaster or a permanent neutral member of the Watermaster, or of changing or more clearly defining the duties of the Watermaster.

3. The desirability of providing for increases or decreases in the extraction of any particular party because of emergency requirements or in order that such party may secure its proportionate share of its rights as determined herein.

4. The adjusted rights of the Plaintiffs as required to comply with the provisions hereof with respect to changes in the natural safe yield of the San Bernardino Basin

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Area. If such changes occur, the Court shall adjudge that the adjusted rights and replenishment obligations of each party shall be changed proportionately to the respective base rights.

5. Conforming the obligations of San Bernardino Valley under this Judgment to the terms of any new judgment hereafter entered adjudicating the water rights within San Bernardino Valley, if inconsistencies of the two judgments impose hardship on San Bernardino Valley.

6. Adjusting the figures in Paragraphs V(b), VI(b) 1, VIII(a) IX(a), and X, to conform to determination by the Watermaster.

7. Credit allowed for return flow in the San Bernardino Basin Area if water levels therein drop to the point of causing undue hardship upon any party.

8. Other matters not herein specifically set forth which might occur in the future and which would be of benefit to the parties in the utilization of the surface and ground water supply described in this Judgment, and not inconsistent with the respective rights of the parties as herein established and determined.

(b) Any party may apply to the Court under its continuing jurisdiction for any appropriate modification of this Judgment if its presently available sources of imported water are exhausted and it is unable to obtain additional supplies of imported water at a reasonable cost, or if there is any substantial delay in the delivery of imported water through the State Water Project.

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XV

SAVING CLAUSES

(a) Nothing in this Judgment precludes San Bernardino Valley, Western, or any other party from exercising such rights as it may have or obtain under law to spread, store underground and recapture imported water, provided that any such use of the underground storage capacity of the San Bernardino Basin Area by Western or any entity within it shall not interfere with any replenishment program of the Basin Area.

(b) Changes in the place and kind of water use, and in the transfer of rights to the use of water, may be made in the absence of injury to others or prejudice to the obligations of either San Bernardino Valley or Western under Judgment or the Orange County Judgment.

(c) If any Plaintiff shall desire to transfer all or any of its water rights to extract water within San Bernardino Valley to a person, firm, or corporation, public or private, who or which is not then bound by this Judgment, such Plaintiff shall as a condition to being discharged as hereinafter provided cause such transferee to appear in this action and file a valid and effective express assumption of the obligations imposed upon such Plaintiff under this Judgment as to such transferred water rights. Such appearance and assumption of obligation shall include the filing of a designation of the address to which shall be mailed all notices, requests, objections, reports and other papers permitted or required by the terms of this Judgment.

If any Plaintiff shall have transferred all of its said water rights and each transferee not theretofore bound by this Judgment as a Plaintiff shall have appeared in this action

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and filed a valid and effective express assumption of the obligations imposed upon such Plaintiff under this Judgment as to such transferred water rights, such transferring Plaintiff shall thereupon be discharged from all obligations hereunder. If any Plaintiff shall cease to own any rights in and to the water supply declared herein and shall have caused the appearance and assumption provided for in the third preceding sentence with respect to each voluntary transfer, then upon application to this Court and after notice and hearing such Plaintiff shall thereupon be relieved and discharged from all further obligations hereunder. Any such discharge of any Plaintiff hereunder shall not impair the aggregate rights of defendant San Bernardino Valley or the responsibility hereunder of the remaining Plaintiffs or any of the successors.

(d) Non-use of any right to take water as provided herein shall not result in any loss of the right. San Bernardino Valley does not guarantee any of the rights set out herein for Western and the other Plaintiffs as against the claims of third parties not bound hereby. If Western or the other Plaintiffs herein should be prevented by acts of third parties within San Bernardino County from extracting the amounts of water allowed them by this Judgment, they shall have the right to apply to this Court for any appropriate relief, including vacation of this Judgment, in which latter case all parties shall be restored to their status prior to this Judgment insofar as possible.

(e) Any replenishment obligation imposed hereunder on San Bernardino Valley may be deferred until imported water first is available to San Bernardino Valley under its contract with the California Department of Water Resources and the

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obligation so accumulated may be discharged in five approximately equal annual installments thereafter.

(f) No agreement has been reached concerning the method by which the cost of providing replenishment will be financed, and no provision of this Judgment, nor its failure to contain any provision, shall be construed to reflect any agreement relating to the taxation or assessment of extractions.

XVI

EFFECTIVE DATE

The provisions of Paragraphs III and V to XII of this Judgment shall be in effect from and after January 1, 1971; the remaining provisions are in effect immediately.

XVII

COSTS

No party shall recover its costs herein as against any other party.

THE CLERK WILL ENTER THIS JUDGMENT FORTHWITH.

DATED: April 17, 1969

ENTERED

APR 17 1969

JUDGMENT BOOK 124 PG 42

JUDGE OF THE SUPERIOR COURT

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SURR & HELLYER
Attorneys at Law
599 Arrowhead Avenue
San Bernardino, California
Telephone: TUrner 4-4704

Attorneys for Lytle Creek Water and Improvement Company and Citizens Land and Water Company of Bloomington

James A. Stone
Entered [illegible] 1961
B. 167 [illegible]
V. DENNIS [illegible] Clerk
By [illegible]
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

THE LYTLE CREEK WATER AND IMPROVEMENT COMPANY, a corporation, Plaintiff, vs. FONTANA RANCHOS WATER COMPANY, a corporation; HIGHLAND AVENUE WATER COMPANY, a corporation; CITIZENS LAND AND WATER COMPANY OF BLOOMINGTON, a corporation; CITY OF RIALTO, a municipal corporation; and CITY OF COLTON, a municipal corporation; et al., Defendants.	No. 81264 - DECREE

WHEREAS, there has been filed in the above-entitled action a Stipulation for Judgment duly executed by and on the part of each and all of the following named parties to said action (who are collectively hereinafter referred to as "stipulating parties"), to-wit: The Lytle Creek Water and Improvement Company, a corporation (hereinafter referred to as "Lytle Creek"); Citizens Land and Water Company of Bloomington, a corporation (hereinafter referred to as "Citizens"); Fontana Union Water Company, a corporation (hereinafter referred to as "Fontana Union"); City of Colton, a municipal corporation (hereinafter referred to as "Colton"); City of Rialto, a municipal corporation (hereinafter referred to as "Rialto"); and Semi-Tropic County Water District, a county water district organized and existing under the California County Water District Law (hereinafter referred to as "Semi-Tropic"); and

WHEREAS, the Fontana Union was sued herein as John Doe

Company No. 1 a corporation and the Complaint herein should be amended accordingly; and

WHEREAS it appears that Semi-Tropic should be joined as a defendant in this action; and

WHEREAS, the action has been dismissed as to each of the defendants Fontana Ranchos Water Company, a corporation, and Highland Avenue Water Company, a corporation; and

WHEREAS the Court has heard and considered evidence on the part of the various stipulating parties; and

WHEREAS the parties have in said Stipulation for Judgment waived Findings of Fact and Conclusions of Law;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. The Complaint herein is hereby amended to set forth the true name of the defendant John Doe Company No. 1, a corporation, which is Fontana Union Water Company, a corporation.

2. Semi-Tropic County Water District is hereby joined as a defendant in this action.

3. As used herein the terms listed below shall have the respective meanings next following them, viz:

(a) "Rialto Basin" or "Basin" shall mean that certain territory in the County of San Bernardino State of California, which is more particularly described on Exhibit "1".

(b) "Year" shall mean a twelve month period commencing on October 1 and ending on the next following September 30.

(c) "Acre Foot" of water shall mean that quantity of water which will cover one acre to a depth of one foot, also being 43,560 cubic feet, and which also is equal to a flow of 25.208 miner's inches of water for 24 hours.

4. Except as provided herein no stipulating party shall have any priority to take water from the Basin, and the rights of the parties to take

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water from the Basin as between themselves are set forth herein.

5. Subject to the pro rata reductions hereinafter set forth, the amount of water in acre feet to which the stipulating parties are respectively entitled to extract from the Basin in each year are as follows:

Colton	3,010 acre feet
Rialto	1,580 acre feet
Citizens	3,260 acre feet
Fontana Union	550 acre feet
Lytle Creek	3,600 acre feet
Semi-Tropic	-0- acre feet

6. The following described wells in the Basin are designated and referred to herein as index wells for the purpose of determining the elevation above sea level of the ground waters within the Basin. These wells are as follows:

(a) "Duncan Well" - presently owned by Rialto, having State Location No. 1S/5W-3A1, State Serial No. D-1084, located 109 feet South of the center line of Baseline and 233 feet West of the center line of Cactus Avenue.

(b) "Willow Street Well" - presently owned by Lytle Creek, having State Location No. 1S/5W-2K1, State Serial No. D-1085, located 202 feet East of the center line of Willow Street and 133 feet North of the center line of Victoria Avenue.

(c) "Boyd Well" - presently owned by Citizens, having State Location No. 1S/5W-12L1, State Serial No. D-1095, located 109 feet West of the center line of Eucalyptus Street and 155 feet North of the center line of Wilson Street.

For the purpose of determination of the elevation of water above sea level in the said index wells, the elevation above sea level of each of the index wells is established as follows:

(a) "Duncan Well"	1352.79
(b) "Willow Street Well"	1287.00
(c) "Boyd Well"	1177.19

If for any reason any or all of said wells shall not be available

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for measurement the identity and location of a substitute index well or wells may be determined by a written stipulation executed by at least three-fourths in number of the stipulating parties (or their successor(s) in interest) and filed in this action or in default of said stipulation, by order of this Court.

The elevation of the water level above sea level of each of the index wells shall be measured in each of the months of March, April, and May in each year. Each stipulating party shall be entitled from time to time to designate one individual to be present and observe such measurements. Measurements shall be made by the owners of the respective wells or such other person, firm or corporation which three-fourths in number of the stipulating parties shall designate to do so. Such measurements shall be made at such times as the index well measured is not being pumped and has not been pumped within the preceding twenty-four hours.

7 As used herein the term "spring-high water level" for a year at each of the index wells shall mean the highest elevation in feet above sea level of the surface of the water table which shall be measured in each respective index well at any one of the monthly measurements during either March, April, or May.

In any year in which the average of the elevation of the spring-high water level in the three index wells is above elevation 1002.3 feet above mean sea level, no stipulating party shall be limited in the amount of water which may be pumped from the Basin. However, no stipulating party shall acquire any additional right to extract water from the Basin by reason of extracting more than such party is entitled under paragraph 5 above.

In any year in which the average of the elevations of the spring-high water level in the three index wells is between 1002.3 feet above mean sea level and 969.7 feet above mean sea level, each party shall be entitled to pump from the Basin in such year only the amount of water to which such party is entitled as specified in paragraph 5 above.

In any year in which the average of the elevations of the spring-high water level in the three index wells is below 969.7 feet above mean sea level, then the amount of water which the stipulating parties shall

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be entitled to pump from the Basin during such year shall be reduced one per cent (1%) for each one (1) foot that the said average is below 969.7 feet above mean sea level, and not cumulatively to be reduced more than fifty per cent (50%).

9 If any stipulating party acquires any of the wells located within the Basin which are described on Exhibit "2", which is attached hereto and hereby incorporated herein, such party shall have the additional right to extract water from the Rialto Basin annually in the amount set forth on said Exhibit "2" opposite the description of the respective wells.

10. Each stipulating party shall maintain records of all its extractions of water from the Basin so that it can be determined therefrom what extraction of water was taken from each well or combination of wells or other water sources in the Basin from which such party received water in each year. Each stipulating party shall equip each of its wells with a water metering device which shall accurately measure the entire quantity of water pumped from the well. Each stipulating party shall allow the other stipulating parties access upon reasonable notice to the wells of such party to permit of inspection and testing the metering equipment.

Upon written demand of any stipulating party, the party keeping such records shall within thirty (30) days after receipt of such demand supply to the party making such demand or other person designated by such party in such demand a written statement of the amount of water (in acre feet) so taken from each such well or combination of wells or other sources for each year after 1961 with respect to which no such statement has previously been supplied.

11. Every provision of this judgment in favor of all applies to any party hereto and also applies to and inures to the benefit of and shall also bind all of the heirs, legal representatives successors and assigns of such party.

12. Nothing in this judgment contained shall prevent any stipulating party from selling or otherwise disposing of or purchasing or otherwise acquiring any rights to extract water from the Basin which may be adjudged to belong to any other stipulating party; but any such right to acquire or to dispose of shall remain subject to any limitation or restrictions herein expressed.

13. The stipulating parties will unite in opposing any new taking

SURR & HELLYER
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SAN BERNARDINO, CALIFORNIA

of water from the Basin by other than a stipulating party or parties and will prorate the expenses in making such opposition, including litigation or engineering expenses, provided that:

(a) The term "new taking" shall not include any water development in the Basin hereafter made for the sole purpose of maintaining but not increasing any quantity of water now being taken from the Basin by the person who may hereafter make such development; or in the exercise by any person of an overlying right who is not a stipulating party.

(b) If any stipulating party does not join in prosecuting any future suit to prevent, enjoin or limit any such new or unlawful taking, such stipulating party not so joining shall bear proratably the expenses of such suit, including attorneys' fees and engineering fees, only if final judgment is rendered in such suit preventing enjoining or limiting such taking.

14. No stipulating party shall be entitled to recover court costs from any other stipulating party in this proceeding.

15. The court will retain jurisdiction to enter modifications of this decree upon a finding of changed circumstances.

16. In the event through litigation of the supply of water in the Basin, or by reason of adjudication in any subsequent action, the stipulating parties in the aggregate shall be unable to pump and extract from the Basin a quantity of water so great as the aggregate water is set forth herein, the stipulating parties shall prorate the aggregate quantity of water available in the Basin as long as such inability shall continue.

17. The listing herein of any number of acre feet for any party to this action other than a stipulating party shall not be deemed an admission by any stipulating party that a non-stipulating party is entitled to any water whatsoever from the Basin, nor as to the quantity which such non-stipulating party may take from the Basin, but each such figure for any non-stipulating party is listed in order that the stipulating parties may between themselves agree as to their rights to extract water on account of acquisition of the wells of non-stipulating parties.

18. As between stipulating parties only no extraction of water

from the Basin by any stipulating party in excess of the amount herein provided to be taken by such party shall be deemed adverse to any other stipulating party, and each stipulating party hereby waives as against each other stipulating party the right to plead any statute of limitation or latches with respect to water extracted by such party in excess of such amount.

19. No objection shall ever be made by any party to this judgment as to the interest or right of any such party as herein defined or as to the validity of this judgment not so defining such interest or right on the ground that such interest or right as so defined is not consistent with or warranted by the pleadings in this action relative thereto, and if in any case it shall appear that any such interest or right as so defined is in fact not consistent with or warranted by such pleadings then such pleadings shall be deemed and treated as amended to conform to and sustain such interest and right as herein defined, and said pleadings shall be deemed sufficient to support this judgment.

Each of the parties to this judgment waives all right of appeal therefrom and no appeal shall be taken by any party hereto from this judgment or any part thereof and the same shall constitute a final judgment.

DONE IN OPEN COURT this 24th day of November, 1964.

Judge of the Superior Court

BURR & MELLYER
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

DESCRIPTION OF BOUNDARIES OF RIALTO BASIN

BEGINNING at a point on the centerline of Meridian Avenue, as shown on plat of Town of Rialto and Adjoining Subdivisions, as recorded in Map Book 4, page 11, records of the County Recorder of said County, said point being 950 feet North of the intersection of said Meridian Avenue and San Bernardino Avenue, thence Northwesterly to a point on the centerline of Rialto Avenue (Arrow Route) as shown on said subdivision plat, said point being 400 feet East of the intersection of West Rialto Avenue and Cactus Avenue; thence Northwesterly to a point on the center line of Foothill Boulevard (State Highway Route No. 9), said point being 1,050 feet East of the intersection of said Foothill Boulevard and Linden Avenue, said intersection being the Southwest corner of Section 3, T1S, R5W, SBB&M; thence Northwesterly to a point in said Linden Avenue, said point being 700 feet North of said Foothill Boulevard; thence Northwesterly to a point in the centerline of Laurel Avenue as shown on said subdivision plat, said point being 3,600 feet North of said Foothill Boulevard; thence Northwesterly to the intersection of Alder Avenue and Baseline Road, said intersection being the Southeast corner of Section 32, T1N, R5W, SB9&M; thence Northwesterly to a point at the base of the San Gabriel Mountains, said point being 1,100 feet North and 1,400 feet West of the Southeast corner of Section 15, T1N, R6W, SBE&M; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in the East line of Section 13, T1N, R6W said point being 3,700 feet North of the Southeast corner of said Section 13; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in fractional Section 7, T1N, R5W, said point being 2,200 feet North and 3,700 feet East of the Southwest corner of said Section 7; thence Southeasterly to a point in Muscupiabe Rancho, said point being 2,500 feet North and 950 feet East of the Southwest corner of fractional Section 22, T1N, R5W, SBB&M; thence Southeasterly to a point in said Muscupiabe Rancho, said point being 700 feet North and 3,700 feet East of the Southwest corner of said fractional Section 22, thence Southeasterly to a point in said Muscupiabe Rancho, said point being 4,000 feet North and 2,500 feet East of the Southwest corner of fractional Section 26, T1N, R5W, SBB&M; thence Southeasterly to a point in fractional Section 6, T1S, R4W, SBB&M, said point being 1,500 feet North and 4,300 feet East of the Southwest corner of said fractional Section 6; thence Southeasterly to a point on the centerline of Mill Street, as shown on plat The Martin Tract, as recorded in Map Book 3, page 27, Records of the County Recorder of said County, said point being 1,050 feet West of the intersection of said Mill Street and Mt. Vernon Avenue; thence Southwesterly to the point of beginning.

Exhibit 1

STATE WELL NUMBER		LOCATION	STIPULATED RIGHT ACRE FEET
Location Number	Serial Number		
1S/5W-3B1	D-1083	680 feet South of center line Base Line, 2,183 feet West of Cactus Avenue	490
1S/5W-3J1	D-1083a	1,371 feet North of Foothill Blvd. 703 feet West of Cactus Avenue	490
1S/5W-3N1	D-1083b	404 feet North of Foothill Blvd. 1,241 feet East of center line Linden Avenue	540
1S/4W-7C1	E-8a	92 feet South of center line Foothill Blvd., 1,484 feet East of center line Meridian Avenue	290
1S/4W-18B2	E-70c	705 feet South of center line Mill Street, 1,085 feet West of Rancho Avenue	370
1S/4W-18E1	E-70a	416 feet East of center line Meridian Avenue, 608 feet North of center line Randall Avenue	160
1S/4W-18K1	E-70e	47 feet South of center line Citrus Avenue, 87 feet East of West line of Northeast 1/4 of Section 18	360
1N/5W-17K1	D-1170b	3,937 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 352 feet Southwest of the center line of Riverside Avenue measured at right angles	90
1N/5W-17G1	D-1170d	3,625 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 161 feet Southwest of the center line of Riverside Avenue measured at right angles	90
1N/5W-28J1	D-1177a	63 feet West of Linden Avenue, 45 feet South of Vineyard 0.36 miles North of Highland Avenue	40
1N/5W-31A1	D-1166	66 feet South of center line of Highland Avenue 361 feet East of center line of Juniper	370

Exhibit "2"

SURR & HELLYER
Attorneys at Law
599 Arrowhead Avenue
San Bernardino, California
Telephone: TUrner 4-4704

Attorneys for Lytle Creek Water and Improvement Company and Citizens Land and Water Company of Bloomington



SURR & HELLYER
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

THE LYTLE CREEK WATER AND IMPROVEMENT COMPANY, a corporation, Plaintiff, vs. FONTANA RANCHOS WATER COMPANY, a corporation; HIGHLAND AVENUE WATER COMPANY, a corporation; CITIZENS LAND AND WATER COMPANY OF BLOOMINGTON, a corporation; CITY OF RIALTO, a municipal corporation; and CITY OF COLTON, a municipal corporation; et al., Defendants.	No. 81264 DECREE

WHEREAS, there has been filed in the above-entitled action a Stipulation for Judgment duly executed by and on the part of each and all of the following named parties to said action (who are collectively hereinafter referred to as "stipulating parties"), to-wit: The Lytle Creek Water and Improvement Company, a corporation (hereinafter referred to as "Lytle Creek"); Citizens Land and Water Company of Bloomington, a corporation (hereinafter referred to as "Citizens"); Fontana Union Water Company, a corporation (hereinafter referred to as "Fontana Union"); City of Colton, a municipal corporation (hereinafter referred to as "Colton"); City of Rialto, a municipal corporation (hereinafter referred to as "Rialto"); and Semi-Tropic County Water District, a county water district organized and existing under the California County Water District Law (hereinafter referred to as "Semi-Tropic"); and

WHEREAS, the Fontana Union was sued herein as John Doe

Company No. 1, a corporation, and the Complaint herein should be amended accordingly; and

WHEREAS, it appears that Semi-Tropic should be joined as a defendant in this action; and

WHEREAS, the action has been dismissed as to each of the defendants Fontana Ranchos Water Company, a corporation, and Highland Avenue Water Company, a corporation; and

WHEREAS, the Court has heard and considered evidence on the part of the various stipulating parties; and

WHEREAS, the parties have in said Stipulation for Judgment waived Findings of Fact and Conclusions of Law;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. The Complaint herein is hereby amended to set forth the true name of the defendant John Doe Company No. 1, a corporation, which is Fontana Union Water Company, a corporation.

2. Semi-Tropic County Water District is hereby joined as a defendant in this action.

3. As used herein the terms listed below shall have the respective meanings next following them, viz:

(a) "Rialto Basin" or "Basin" shall mean that certain territory in the County of San Bernardino, State of California, which is more particularly described upon Exhibit "1", and which also includes all percolating water and underground water and water sources underlying said territory.

(b) "Year" shall mean a twelve month period commencing on October 1 and ending on the next following September 30.

(c) "Acre Foot" of water shall mean that quantity of water which will cover one acre to a depth of one foot, also being 43,560 cubic feet, and which also is equal to a flow of 25.208 miner's inches of water for 24 hours.

4. Except as provided herein no stipulating party shall have any priority to take water from the Basin, and the rights of the parties to take

SURR & HELLYER
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

water from the Basin as between themselves are set forth herein.

5. Subject to the pro rata reductions hereinafter set forth, the amount of water in acre feet to which the stipulating parties are respectively entitled to extract from the Basin in each year are as follows:

Colton	3,010 acre feet - 3400
Rialto	1,580 acre feet - 3100
Citizens	3,260 acre feet
Fontana Union	550 acre feet — 970 - 1200
Lytle Creek	3,600 acre feet

6. The following described wells in the Basin are designated and referred to herein as index wells for the purpose of determining the elevation above sea level of the ground waters within the Basin. These wells are as follows:

(a) "Duncan Well" - presently owned by Rialto, having State Location No. 1S/5W-3A1, State Serial No. D-1084, located 109 feet South of the center line of Baseline and 233 feet West of the center line of Cactus Avenue.

(b) "Willow Street Well" - presently owned by Lytle Creek, having State Location No. 1S/5W-2K1, State Serial No. D-1085, located 202 feet East of the center line of Willow Street and 133 feet North of the center line of Victoria Avenue.

(c) "Boyd Well" - presently owned by Citizens, having State Location No. 1S/5W-12L1, State Serial No. D-1095, located 109 feet West of the center line of Eucalyptus Street and 155 feet North of the center line of Wilson Street.

For the purpose of determination of the elevation of water above sea level in the said index wells, the elevation above sea level of each of the index wells is established as follows:

(a) "Duncan Well"

(b) "Willow Street Well"

(c) "Boyd Well"

If for any reason any or all of said wells shall not be available

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ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

for measurement, the identity and location of a substitute index well or wells may be determined by a written stipulation executed by at least three-fourths in number of the stipulating parties (or their successor(s) in interest) and filed in this action, or in default of said stipulation, by order of this Court.

The elevation of the water level above sea level of each of the index wells shall be measured in each of the months of March, April, and May in each year. Each stipulating party shall be entitled from time to time to designate one individual to be present and observe such measurements. Measurements shall be made by the owners of the respective wells or such other person, firm or corporation which three-fourths in number of the stipulating parties shall designate to do so. Such measurements shall be made at such times as the index well measured is not being pumped and has not been pumped within the preceding twenty-four hours.

7. As used herein the term "spring-high water level" for a year at each of the index wells shall mean the highest elevation in feet above sea level of the surface of the water table which shall be measured in each respective index well at any one of the monthly measurements during either March, April, or May.

In any year in which the average of the elevation of the spring-high water level in the three index wells is above elevation 1002.3 feet above mean sea level, no stipulating party shall be limited in the amount of water which may be pumped from the Basin. However, no stipulating party shall acquire any additional right to extract water from the Basin by reason of extracting more than such party is entitled under paragraph 5 above.

In any year in which the average of the elevations of the spring-high water level in the three index wells is between 1002.3 feet above mean sea level and 969.7 feet above mean sea level, each party shall be entitled to pump from the Basin in such year only the amount of water to which such party is entitled as specified in paragraph 5 above.

In any year in which the average of the elevations of the spring-high water level in the three index wells is below 969.7 feet above mean sea level, then the amount of water which the stipulating parties shall

SURR & HELL
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

be entitled to pump from the Basin during such year shall be reduced ten per cent (10%) for each one (1) foot that the said average is below 969.7 feet above mean sea level.

9. If any stipulating party acquires any of the wells located within the Basin which are described on Exhibit "2", which is attached hereto and hereby incorporated herein, such party shall have the additional right to extract water from the Rialto Basin annually in the amount set forth on said Exhibit "2" opposite the description of the respective wells.

10. Each stipulating party shall maintain records of all extractions of water from the Basin so that it can be determined therefrom what extraction of water was taken from each well or combination of wells or other water sources in the Basin from which such party received water in each year.

Upon written demand of any stipulating party, the party keeping such records shall within thirty (30) days after receipt of such demand supply to the party making such demand, or other person designated by such party in such demand, a written statement of the amount of water (in acre feet) so taken from each such well or combination of wells or other sources for each year after 1961 with respect to which no such statement has previously been supplied.

11. Every provision of this judgment in favor of all applies to any party hereto and also applies to and inures to the benefit of and shall also bind all of the heirs, legal representatives, successors and assigns of such party.

12. Nothing in this judgment contained shall prevent any stipulating party from selling or otherwise disposing of or purchasing or otherwise acquiring any rights to extract water from the Basin which may be adjudged to belong to any other stipulating party; but any such right to acquire or so dispose of shall remain subject to any limitation or restrictions herein expressed.

13. The stipulating parties will unite in opposing any new taking of water from the Basin other than a stipulating party or parties and will prorate the expenses in making such opposition, including litigation or engineer-

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SAN BERNARDINO, CALIFORNIA

ing expenses, provided that:

(a) The term "new taking" shall not include any water development in the Basin hereafter made for the sole purpose of maintaining but not increasing any quantity of water now being taken from the Basin by the person who may hereafter make such development.

(b) If any stipulating party does not join in prosecuting any future suit to prevent, enjoin or limit any such new or unlawful taking, such stipulating party not so joining shall bear proratably the expenses of such suit, including attorneys' fees and engineering fees, only if final judgment is rendered in such suit preventing enjoining or limiting such taking.

14. No stipulating party shall be entitled to recover court costs from any other stipulating party in this proceeding.

15. The Court will render jurisdiction to enter modifications of this decree.

16. In the event through litigation of the supply of water in the Basin, or by reason of adjudiciation in any subsequent action, the stipulating parties in the aggregate shall be unable to pump and extract from the Basin a quantity of water so great as the aggregate water is set forth herein, the stipulating parties shall prorate the aggregate quantity of water available in the Basin as long as such inability shall continue.

17. The listing herein of any number of acre feet for any party to this action other than a stipulating party shall not be deemed an admission by any stipulating party that a non-stipulating party is entitled to any water whatsoever from the Basin, nor as to the quantity which such non-stipulating party may take from the Basin, but each such figure for any non-stipulating party is listed in order that the stipulating parties may between themselves agree as to their rights to extract water on account of acquisition of the wells of non-stipulating parties.

18. As between stipulating parties only no extraction of water from the Basin by any stipulating party in excess of the amount herein provided to be taken by such party shall be deemed adverse to any other stipulating party, and each stipulating party hereby waives as against each other stipulating

SURR & HELL...R
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

party the right to plead any statute of limitation or latches with respect to water extracted by such party in excess of such amount.

19. No objection shall ever be made by any party to this judgment as to the interest or right of any such party as herein defined or as to the validity of this judgment not so defining such interest or right on the ground that such interest or right as so defined is not consistent with or warranted by the pleadings in this action relative thereto, and if in any case it shall appear that any such interest or right as so defined is in fact not consistent with or warranted by such pleadings then such pleadings shall be deemed and treated as amended to conform to and sustain such interest and right as herein defined, and said pleadings shall be deemed sufficient to support this judgment.

Each of the parties to this judgment waives all right of appeal therefrom and no appeal shall be taken by any party hereto from this judgment or any part thereof and the same shall constitute a final judgment.

DONE IN OPEN COURT this _____ day of _____, 1961.

_____
Judge of the Superior Court

SURR & HELL
ATTORNEYS AT LAW
SAN BERNARDINO, CALIFORNIA

DESCRIPTION OF BOUNDARIES OF RIALTO BASIN

BEGINNING at a point on the centerline of Meridian Avenue, as shown on plat of Town of Rialto and Adjoining Subdivisions, as recorded in Map Book 4, page 11, records of the County Recorder of said County, said point being 950 feet North of the intersection of said Meridian Avenue and San Bernardino Avenue; thence Northwesterly to a point on the centerline of Rialto Avenue (Arrow Route) as shown on said subdivision plat, said point being 400 feet East of the intersection of West Rialto Avenue and Cactus Avenue; thence Northwesterly to a point on the center line of Foothill Boulevard (State Highway Route No. 9), said point being 1,050 feet East of the intersection of said Foothill Boulevard and Linden Avenue, said intersection being the Southwest corner of Section 3, T1S, R5W, SBB&M; thence Northwesterly to a point in said Linden Avenue, said point being 700 feet North of said Foothill Boulevard; thence Northwesterly to a point in the centerline of Laurel Avenue as shown on said subdivision plat, said point being 3,600 feet North of said Foothill Boulevard; thence Northwesterly to the intersection of Alder Avenue and Baseline Road, said intersection being the Southeast corner of Section 32, T1N, R5W, SBB&M; thence Northwesterly to a point at the base of the San Gabriel Mountains, said point being 1,100 feet North and 1,400 feet West of the Southeast corner of Section 15, T1N, R6W, SBB&M; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in the East line of Section 13, T1N, R6W, said point being 3,700 feet North of the Southeast corner of said Section 13; thence Northeasterly along the base of the San Gabriel Mountains in a direct line to a point in fractional Section 7, T1N, R5W, said point being 2,200 feet North and 3,700 feet East of the Southwest corner of said Section 7; thence Southeasterly to a point in Muscupiabe Rancho, said point being 2,500 feet North and 950 feet East of the Southwest corner of fractional Section 22, T1N, R5W, SBB&M; thence Southeasterly to a point in said Muscupiabe Rancho, said point being 700 feet North and 3,700 feet East of the Southwest corner of said fractional Section 22, thence Southeasterly to a point in said Muscupiabe Rancho, said point being 4,000 feet North and 2,500 feet East of the Southwest corner of fractional Section 26, T1N, R5W, SBB&M; thence Southeasterly to a point in fractional Section 6, T1S, R4W, SBB&M, said point being 1,500 feet North and 4,300 feet East of the Southwest corner of said fractional Section 6; thence Southeasterly to a point on the centerline of Mill Street, as shown on plat The Martin Tract, as recorded in Map Book 3, page 27, Records of the County Recorder of said County, said point being 1,050 feet West of the intersection of said Mill Street and Mt. Vernon Avenue; thence Southwesterly to the point of beginning.

STATE WELL NUMBER		LOCATION	STIPULATED RIGHT ACRE FEET
Location Number	Serial Number		
1S/5W-3B1	D-1083	680 feet South of center line Base Line, 2,183 feet West of Cactus Avenue	490
1S/5W-3J1	D-1083a	1,371 feet North of Foothill Blvd. 703 feet West of Cactus Avenue	490
1S/5W-3N1	D-1083b	404 feet North of Foothill Blvd. 1,241 feet East of center line Linden Avenue	540
1S/4W-7C1	E-8a	92 feet South of center line Foothill Blvd., 1,484 feet East of center line Meridian Avenue	290
1S/4W-18B2	E-70c	705 feet South of center line Mill Street, 1,085 feet West of Rancho Avenue	370
1S/4W-18E1	E-70a	416 feet East of center line Meridian Avenue, 608 feet North of center line Randall Avenue	160
1S/4W-18K1	E-70e	47 feet South of center line Citrus Avenue, 87 feet East of West line of Northeast 1/4 of Section 18	360
1N/5W-17K1	1170-B	3,937 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 352 feet Southwest of the center line of Riverside Avenue measured at right angles	90
1N/5W-17G1	D-1170	3,625 feet measured Southeasterly along the center line of Riverside Avenue from its intersection with the North line of Section 17, and 161 feet Southwest of the center line of Riverside Avenue measured at right angles	90
1N/5W-28J1	D-1177a	63 feet West of Linden Avenue, 45 feet South of Vineyard .036 miles North of Highland Avenue	70
1N/5W-31A1	D-1176	66 feet South of center line of Highland Avenue 361 feet East of center line of Juniper	370

Exhibit "2"

RIALTO BASIN GROUNDWATER COUNCIL

FRAMEWORK AGREEMENT

This RIALTO BASIN **GROUNDWATER COUNCIL FRAMEWORK AGREEMENT** ("**Agreement**") is entered into and effective this ___ day of _____, 2020 by and among the City of Colton ("**Colton**"), the City of Rialto ("**Rialto**"), Fontana Union Water Company ("**FUWC**") and West Valley Water District ("**WVWD**"), each of which is referred to as a "**Party**," for the purpose of coordinating, developing, and implementing groundwater management activities that individually or cumulatively address groundwater management in, and groundwater sustainability throughout, the Rialto Basin as defined in Section 1.1.8 below.

RECITALS

WHEREAS, on and after September 12, 2018, in an effort to commit to sustainable groundwater management principles, the Parties, San Bernardino Valley Municipal Water District, San Gabriel Valley Water Company, Fontana Water Company and Cucamonga Valley Water District ("Cucamonga") entered into a Settlement Agreement as defined in Section 1.1.9 below;

WHEREAS, the Settlement Agreement requires completion of this Framework Agreement within one year of the final Settlement Agreement amendments executed in February 2019;

WHEREAS, the Settlement Agreement contained Condition 3, titled "Cooperative and Sustainable Groundwater Management of the Rialto-Colton Basin;"

WHEREAS, Condition 3 (1.) of the Settlement Agreement requires the parties to develop, adopt and implement a sustainable groundwater management plan.

WHEREAS, Condition 3 (l.) of the Settlement Agreement states that if the Parties agree, the sustainable groundwater management plan is to include a new index well regime, the possibility of establishing an operating safe yield, and/or other groundwater management tools.

WHEREAS, by joining the Settlement Agreement, the Parties to this Agreement accepted and agreed to the Recitals, Definitions, Principles and Agreements set forth in the Settlement Agreement, including Condition 3 (l.).

WHEREAS, the Parties to this Agreement all overlie, produce water from, or are otherwise invested in the management and long-term sustainability of the groundwater of the Rialto Basin as identified on the Map attached hereto as Exhibit A;

WHEREAS, The Rialto Basin is part of the Rialto Subbasin which underlies a portion of the upper Santa Ana Valley in southwestern San Bernardino County and northwestern Riverside County. This Subbasin is bounded by the San Gabriel Mountains on the north, the San Jacinto

fault on the east, the Rialto Basin boundary on the south, and the Rialto fault on the west. Lytle Creek flows through this part of the valley southeastward to its confluence with the Santa Ana River in the southern part of the Subbasin;

WHEREAS, the groundwater supplies of the Rialto Basin are governed by a court decree dated December 22, 1961 (the "1961 Decree") in the case styled *The Lytle Creek Water and Improvement Company v. Fontana Ranchos Water Company, et al.*, San Bernardino County Superior Court, Case No. 81264. A copy of the 1961 Decree is attached hereto as Exhibit D;

WHEREAS, pursuant to the Settlement Agreement, FUWCs No Man's Land production of 5,014 acre feet/year will be counted as part of the Rialto Basin production limits in the 1961 decree, and it is the intention of the Parties in forming the Rialto Basin Groundwater Council to apply, administer, and conform to the requirements and provisions of the 1961 Decree.

WHEREAS, Water Code Section 10720.8(a) identifies the Rialto Basin as an adjudicated groundwater basin. As such, the Rialto Basin is exempt from the Sustainable Groundwater Management Act (SGMA) passed by the California Legislature in September 2014, other than providing certain kinds of data to the Department of Water Resources per Water Code Section 10720.8(f);

WHEREAS, notwithstanding that the Rialto Basin is not required to comply with SGMA, the Parties to this Agreement wish to coordinate their efforts to identify their respective access to, and application of, water supplies, and to harmonize use of such supplies with available groundwater in the Rialto Basin. Working to ensure that the water imported into the Rialto Basin and the facilities used to apply both imported and native water supplies to productive beneficial uses for groundwater replenishment, will allow the Rialto Basin to be maintained and managed in a sustainable manner over the long-term. The Parties recognize that the key to success in this effort is a coordinated effort with other groundwater management entities as well as the development of a strategy for coordination of recharge activities throughout the Rialto Basin;

WHEREAS, ensuring water supply reliability and long-term effectiveness and viability of recharge facilities has become increasingly important, and proactive efforts are needed to improve and mitigate low groundwater levels in the Rialto Basin through the spreading of imported water supplies, which at times are limited in availability, due to drought, environmental, and other restrictions. One purpose of this Agreement is to facilitate the cooperation of the Parties which is essential to prevent overdraft or other negative impacts during an extended drought, and for the foreseeable future;

WHEREAS, the Parties, individually and collectively, are committed to cost effective and cooperative groundwater management that respects the interests and concerns of all of the parties and the communities that they serve and which rely on the Rialto Basin for their water supply;.

WHEREAS, **t**he Parties hereby enter into this Agreement for the purpose of establishing the Rialto Basin Groundwater Council ("RBGC") to take the preliminary steps necessary to prepare for and coordinate the management of groundwater supply resources throughout the

Rialto Basin, coordinate maintenance of conveyance and recharge facilities, and coordinate with existing groundwater agencies in the Rialto Basin to expedite such management strategies. The RBGC will ensure overall coordination and sustainable management of the Rialto Basin; and,

WHEREAS, the Parties have agreed that the preliminary steps for establishing RBGC will include preparation of formation documents and procedures, the engagement of necessary experts, and the development of a budget and funding procedure for the RBGC as memorialized in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 Definitions. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 "***Agreement"*** means this Rialto Basin Groundwater Council Agreement.

1.1.2 ***"Annual Rialto Basin Groundwater Report***" shall mean the annual report prepared by the RBGC, to cover topics including, but not limited to, the following: annual production, recharge, environmental issues, exchanges, and all other actions and topics material to groundwater conditions in the Rialto Basin. In preparing such report, the RBGC may consult with, and draw from, data and information provided by Santa Ana River and Western/ San Bernardino Watermasters and/or other reliable sources regarding annual groundwater conditions.

1.1.3 "***BTAC***" shall mean the Basin Technical Advisory Committee, as originally created under the auspices of the Upper Santa Ana River Watershed Integrated Regional Water Management Plan, as such Committee may be modified from time to time to allow for the additional participation of one or more Parties to this Agreement. The RBGC may request BTAC to undertake specified actions in support of the RBGC's efforts.

1.1.4 **"Cost Share"** shall mean that portion of the overall annual operating costs of the RBGC assigned to a Party pursuant to the Equitable Allocation, as based on the annual budget of the RBGC.

1.1.5 "***Effective Date***" shall mean the date that the last Party executes this Agreement.

1.1.6 "***Equitable Allocation***" shall mean the manner of determining the facilities' operations and maintenance ("O&M") costs and supplemental water cost, for each Party based on an annual approved budget. This allocation will be shared equally by the Parties for the applicable RBGC budget year.

1.1.7 **No Man's Land"** shall mean that portion of the Rialto-Colton Basin that is outside the Rialto Basin as shown on the maps attached as Exhibit A to the Settlement Agreement.

1.1.8 **"Rialto Basin"** shall mean that portion of the Rialto-Colton Basin defined in the 1961 Decree.

1.1.9 **"Settlement Agreement"** shall mean the settlement agreement dated September 12, 2018, as amended, that concluded the litigation styled *San Bernardino Municipal Water District et al v. San Gabriel Water Company et al,* a copy of which is attached as Exhibit C to this Agreement.

2. TERM

This Agreement shall become operative on the Effective Date.

3. COUNCIL CREATION AND PURPOSE

3.1 Creation of the RBGC. There is hereby created the Rialto Basin Groundwater Council. The RBGC shall be, to the extent permitted by law, the forum within which the Parties shall coordinate the access to and utilization of native and imported water supplies for application to the recharge and replenishment of the Rialto Basin, and for the maintenance, and repair of recharge and conveyance facilities for both native and imported supplies to replenish the Rialto Basin, consistent with applicable law and judicial decrees. The RBGC is not a public agency subject to Government Code Sections 54950 et seq.,nor is it a joint exercise of powers agreement as defined by Government Code sections 6300 et seq.

3.2 Purpose of the Agreement. The purpose of this Agreement, and the creation of the RBGC, is to provide for the funding, integration, and coordination of the management of native and imported water and associated groundwater replenishment facilities within the Rialto Basin. The purpose is also the facilitation of implementation of policies and initiatives through the legal authorities of one or more Parties for the purpose of cooperatively managing certain aspects of the Rialto Basin including, but not limited to, accessing and applying imported water supplies to augment and complement native water supplies toward the goal of maintaining the long-term yield of the Rialto Basin, ensuring that overdraft or other negative impacts are prevented in the future and eliminated over time, and undertaking supply reliability activities that are approved by the RBGC and included in the annual approved budget.

3.3 Membership of the RBGC. The RBGC shall consist of one representative and one alternate from each Party. RBGC members shall be appointed in the manner set forth in Section 3.4 of this Agreement.

3.4 Appointment of Members to the RBGC. For Colton, Rialto and WVWD, the representative member of the RGBC shall be a publicly elected official of the Party and for FUWC the representative shall be a member of its Board of Directors. Each Party shall also appoint one alternate representative who shall be a publicly elected official of the Party or a member of its Board of Directors or senior management level employee of the Party.

Members of the RBGC shall serve throughout the term of this Agreement, provided that such members may be subject to removal and replacement by the appointing Party.

4. COUNCIL MEETINGS AND ACTIONS

4.1 Initial Meeting. The initial meeting of the RBGC shall be held at a location overlying the Rialto Basin. The RBGC shall select a President to chair its meetings, a Vice President to serve if the President is unavailable, a Secretary to record RBGC proceedings and actions, and any other officers it deems appropriate for the successful and efficient conduct of its business.

4.2 Regular Meeting Schedule and Rules of Proceeding. The RBGC shall establish a regular meeting time and place. The RBGC may vote to change the regular meeting time and place, provided that the new location remains at a place overlying the Rialto Basin. The RBGC may adopt, promulgate, repeal, or revise further rules of debate, presentation of motions, voting and proxies, process, or proceedings, as it may deem appropriate. The Parties agree that the RBGC and its Board of Directors is and shall be subject to the Ralph M. Brown Act (Cal. Government Code section 54953 et seq.,) ("Brown Act") and that meetings and other applicable operations of the RBGC will be undertaken in compliance with the Brown Act..

4.3 Quorum. A quorum of the RBGC shall consist of three members. In the absence of a quorum, no business may be transacted beyond the adjournment of a meeting by the remaining members. For efficiency, business may be discussed and action recommended for the consent calendar ratification at the next regular meeting. A member shall be deemed present for the determination of a quorum if the member is present at the meeting in person, or if the member participates in the meeting telephonically upon such rules and procedures as the RBGC may promulgate.

4.4 RBGC Voting Rights. Each member of the RBGC shall have an equal voting right and three votes are required to pass any proposals for organizational, procedural, and administrative purposes only.

4.4.1 Fiscal items, including but not limited to, approval of the annual budget of the RBGC and any expenditures for O& M expenses related to groundwater recharge and replenishment activities, costs of such facilities, and the cost of purchasing, transporting, and delivering supplemental water for groundwater recharge shall require the unanimous vote of the members and the subsequent approval by their respective governing boards or councils.

4.4.2 Subject to the Equitable Allocation and Cost Share requirements, any change in annual assessments necessary to support the work of the RBGC shall require the unanimous vote of the members and the subsequent approval by their respective governing boards or councils.

4.5 Minutes. The RBGC shall cause minutes to be kept of all meetings of the RBGC and any appointed Ad Hoc or Standing Committees. The RBGC shall further cause a copy of draft minutes to be forwarded to each member of the RBGC and to each Party, which may be done electronically, or by way of posting to a commonly available website or digital portal.

5. ANNUAL BUDGETING AND EXPENDITURE APPROVAL

5.1 The fiscal year of the RBGC shall be July 1 through June 30. The RBGC shall develop, circulate, and approve an annual budget for the funding of native supply capture and bringing water supply to the Rialto Basin, and for the maintenance and repair of groundwater recharge or water conveyance facilities serving replenishment of the Rialto Basin. The RBGC shall coordinate with BTAC to determine the likely allocation of available State Water Project imported water supplies, and other available non-native sources of water, the likely unit cost of such water, and the recharge needs of the Rialto Basin, in terms of quantities of water, locations where Rialto Basin conditions would most benefit from recharge, condition and availability of facilities to accomplish such recharge, and cost. From these sources, the RBGC shall prepare a budget that recommends all of the following:

(a) the amount of water supplies available to be purchased or otherwise acquired by RBGC members in the coming year;

(b) the recommended application or distribution of such water supplies to various parts of the Rialto Basin as recharge or as in-lieu supplies;

(c) the estimated cost of all ongoing maintenance, repair, and operation costs for then-existing and future groundwater recharge and conveyance facilities serving to replenish the Rialto Basin;

(d) any capital improvement projects approved by the RBGC

(e) any administrative costs of the RBGC; and

(f) proposed allocation of all expenditures in the budget among RBGC members as their portion of the Cost Share based upon the Equitable Allocation and Cost Share Requirements in this Agreement.

5.1.2 No later than March 1 prior to the beginning of the year for which the budget is to operate, the proposed budget shall be presented and circulated to all RBGC members for review and analysis. The circulated budget shall include the underlying presumptions and worksheets upon which it is based.

5.1.3 No later than sixty (60) days after each member agency's budget has been approved by their respective governing bodies, the RBGC shall meet to deliberate and pass upon the budget. The RBGC may accept, reject, or modify in any way the budget as proposed. Adoption of the budget shall require unanimous approval by the members and the subsequent approval by their respective governing boards or councils.

5.2 The RBGC shall appoint an entity that is responsible for the accounting and revenue collection functions of the RBGC by tracking and securing the funding from the RBGC members pursuant to the approved annual budget, and consistent with the approved cost allocations among the RBGC members therein, for all imported water supplies. The appointed

entity shall perform the accounting and revenue collection functions of the RBGC in tracking and securing the funding from its members pursuant to the approved annual budget, and consistent with the approved cost allocations among the RBGC members therein, for all facilities costs. In the event of any delinquency, the approved entity may request the RBGC to appoint it, or any other RBGC member or group of members, to represent the RBGC in securing collection of unpaid and owing amounts from any delinquent member or members. The reasonably incurred costs of such collection efforts may be reimbursed to the agent the RBGC authorized to go forward with them, and may be added as an administrative cost to other members, or as a credit against future amounts owing to the RBGC from such authorized agent.

5.3 No later than six (6) months into the budget year for which any budget is adopted by the RBGC, the RBGC shall prepare a year-in-process budget review, to assess the validity and accuracy of the presumptions upon which the budget was based, identify any budget savings or additional expenditures, assess any additional opportunities for groundwater replenishment that may have come available since the passing of the budget, and otherwise assess and recommend to the RBGC any potential amendment to the existing year budget, or suggestions for the following year's budget, as changing conditions may warrant.

6. COUNCIL POWERS AND DUTIES

6.1 The RBGC shall exercise the following powers:

6.1.1 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the RBGC.

6.1.2 To produce an Annual Rialto Basin Groundwater Report, using as may be appropriate data regarding groundwater conditions available from Western Municipal Watermaster, or other sources. The Annual Report shall include data showing each Party's production from the Rialto Basin and recharge or replenishment, if any, to the Rialto Basin.

6.1.3 To monitor groundwater production and extractions in coordination with BTAC.

6.1.4 To make, after consultation with BTAC, annual recommendations for the amount of additional artificial recharge for the Rialto Basin from imported sources as a complement to native sources, and to plan for the development and application of such additional sources of recharge.

6.1.5 To establish as-needed Ad Hoc and Standing Committees for the purpose of making recommendations to the RBGC. Committees shall exist for the term specified in the action creating the committee, and the RBGC may dissolve a committee at any time through a majority vote of three voting members.

6.1.6 To contract, on behalf of the RBGC, for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to appoint agents and representatives to employ such other staff persons as necessary. The BTAC will provide technical support for the RBGC, upon such terms as the RBGC and BTAC shall agree in writing.

6.1.7 To collect and monitor all data related and beneficial to the development, adoption and implementation of appropriate groundwater level management for the Rialto Basin.

6.1.8 To collect assessments from RBGC members as authorized in the approved budget.

6.1.9 To cooperate, act in conjunction, and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the purposes of this Agreement.

6.1.10 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the RBGC.

6.1.11 As may be permitted by law, to apply for and accept grants, contributions, donations and loans, including under any federal, state or local programs for assistance in developing or implementing any of its projects or programs in connection with any project untaken in the RBGC's name.

6.1.12 To implement the Cost Share in a manner that qualifies as a pass through charge under the Constitutional requirements of Proposition 218, California Public Utilities Commission ratemaking policies and procedures, and similar revenue-raising requirements.

6.1.13 To exercise any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Parties to this Agreement.

7. FUNDING RBGC ACTIVITIES

7.1 Funding for RBGC activities shall be as provided in Section 1.1.6. This mechanism is based in part on a regional sharing of Operation and Maintenance costs for Rialto Basin recharge activities, as those Operation and Maintenance costs shall be determined by the RBGC in its annual budgeting, in conjunction with BTAC. All Parties shall share in the Operation and Maintenance cost components in accordance with the provisions in Section 1.1.6 of this Agreement.

8. DISPUTE RESOLUTION

8.1 The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:

8.2 Statement Describing Alleged Violation of Agreement. A Party or Parties alleging a violation of this Agreement (the "**Initiating Party(ies)**") shall provide a written

statement describing all facts that it believes constitute a violation of this Agreement to the Party(ies) alleged to have violated the terms of this Agreement (the "**Responding Party(ies)**").

8.3 Response to Statement of Alleged Violation. The Responding Party(ies) shall have sixty (60) days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty (30) days of the date of the response to attempt to resolve the dispute amicably.

8.4 Mediation of Dispute. If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety (90) days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a representative with authority to settle. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies). The decision of the mediator shall be non-binding.

8.5 Reservation of Rights. Subject to the above requirements, in the event that mediation fails, each Party retains and may exercise all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five (5) calendar days' written notice of its intent to sue to all Parties.

9 RELATIONSHIP TO WATER RIGHTS AND PRIOR AGREEMENTS

9.1 Water Rights and Existing Agreements. Nothing in this Agreement is intended to modify the water rights of the Parties, whether existing under a judgment, proceedings of the State Water Resources Control Board, or the common law, other than incorporating production right from No Man's Land Basin into the Rialto Basin. Nothing in this Agreement is intended to modify any existing agreements between and among the Parties, unless expressly stated herein.

9.2 Agreements Among Water Users. Nothing in this Agreement is intended to modify the rights of the signatories of this Agreement among themselves.

9.3 Judgments. Nothing in this Agreement is intended to modify the rights of the Parties under the terms of the 1961 Decree.. However, FUWC's production capacities of 5,014 acre-feet/year from No Man's Land shall be acknowledged and incorporated into the Rialto Basin production capacity limits in the 1961 decree.. It is the intention of the Parties in forming the RBGC to apply, administer, and conform to the requirements and provisions of the 1961 Decree. In the event of any conflict, except for incorporating FUWC's production in No Man's Land into the Rialto Basin production capacity limits in the 1961 decree, between the actions of the RBGC and the requirements and provisions of the 1961 Decree, the latter shall control.

9.4 No Admissions. Nothing in this Agreement shall be construed as an admission by any Party regarding any subject matter of this Agreement, including but not limited to the water rights or priorities of the Parties.

9.5 Preservation of Rights. The Parties agree that this Agreement, to the extent allowed by law, preserves all rights of the Parties as they may exist as of the Effective Date of this Agreement. Except as provided in Section 9.3, nothing in this Agreement is to be construed as altering the priorities or entitlements of water right holders among themselves to water from the Santa Ana River or the Rialto Basin.

10. MISCELLANEOUS

10.1 Authority. Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement, and that by doing so, such Party is not in breach or violation of any other agreement or contract.

10.2 Amendment. This Agreement may be amended or modified only by a written instrument approved by all voting members.

10.3 Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the Superior Court, County of San Bernardino, California and shall be deemed related to the 1961 Rialto Basin Decree, San Bernardino County Superior Court Action No. 81264 and to *San Bernardino Valley Municipal Water District et al. v. San Gabriel Water Company et al*..

10.4 Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

10.5 Construction and Interpretation. This Agreement has been arrived at through negotiations, and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

10.6 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

10.7 Partial Invalidity. If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws or adjudicatory decisions effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof; there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.8 Successors and Assigns. To the extent authorized by law, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

10.9 Waivers. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

10.10 Necessary Actions. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

10.11 Compliance with Law. In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

10.12 Third Party Beneficiaries. This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

10.13 Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party by delivery to the person(s) at the address(es) designated below, which designation may be changed from time to time by a Party in writing; (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

To CITY OF COLTON:	CITY OF COLTON Attn: Utilities Director 650 N. La Cadena Drive Colton, CA 92324
To CITY OF RIALTO:	CITY OF RIALTO Attn: Utilities Manager 150 S. Palm Avenue Rialto, CA 92376
To WEST VALLEY WATER DISTRICT:	WEST VALLEY WATER DISTRICT Attn: General Manager 855 W. Baseline Road Rialto, CA 92376
	FONTANA UNION WATER COMPNY

To FONTANA UNION WATER COMPANY:	Attn: President 15966 Arrow Route Fontana, CA 92335
With Copy to:	FONTANA UNION WATER COMPANY Attn: Director of Operations 15966 Arrow Route Fontana, CA 92335

10.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

CITY OF COLTON,
a California general law city and municipal corporation

DATED: _____, 2020

By:_____
William R. Smith, City Manager

[Signatures continued on next page]

CITY OF RIALTO
a California general law city and municipal corporation

DATED: _____, 2020

By:_____
Sean Grayson, Acting City Manager

[Signatures continued on next page]

WEST VALLEY WATER DISTRICT

DATED: _____, 2020

By:_____
Clarence Mansell,
General Manager

[Signatures continued on next page]

FONTANA UNION WATER COMPANY

DATED: _____, 2020

By:_____
John Bosler, President

EXHIBIT A

Map of Rialto Basin

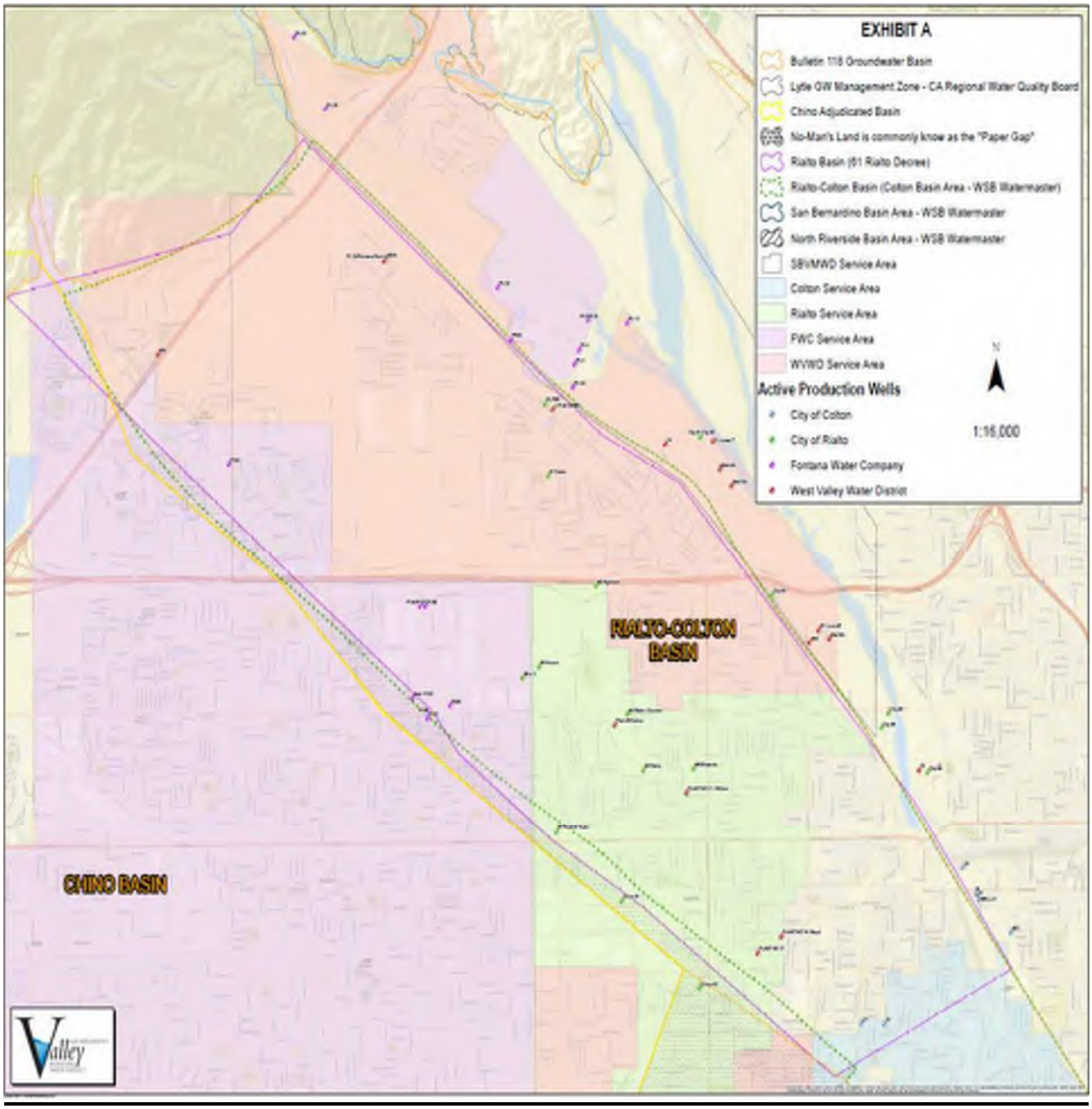

Exhibit B

WATER RIGHTS SUMMARY

The Parties to this agreement have agreed to the following water rights allocation:

Member	Adjustable Rights	Fixed Rights	No Man's Land Adjustable Rights	Total Rights	Water Rights Allocation Percentage
Colton	3,010	890	0	3,900	19%
Rialto	2,846	1,520	0	4,366	22%
WVWD	5,594	510	0	6,104	30%
FUWC	550	370	5,014	5,934	29%

SETTLEMENT AGREEMENT

Relating to the Diversion of Water From the Santa Ana River System

(the "Seven Oaks Accord")

July 21, 2004

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SETTLEMENT AGREEMENT

Relating to the Diversion of Water from the Santa Ana River System

This Settlement Agreement Relating to the Diversion of Water From the Santa Ana River ("**Agreement**") is entered into this 21st day of July, 2004 ("Effective Date") by and among: San Bernardino Valley Municipal Water District ("**Muni**") and Western Municipal Water District of Riverside County ("**Western**") (collectively, Muni and Western are referred to as the "**Applicants**"); the City of Redlands ("**Redlands**"); East Valley Water District ("**East Valley**"); and Bear Valley Mutual Water Company, Lugonia Water Company, North Fork Water Company and Redlands Water Company ("**Bear Valley**"), (collectively, Redlands, East Valley and Bear Valley are referred to as the "**Water Users**"). Each of the parties to this Agreement is referred to herein as a "**Party**" and the parties are collectively referred to herein as the "**Parties**."

Recitals

Applicants have filed with the State Water Resources Control Board ("**SWRCB**") Application Nos. 31165 and 31370 (collectively, the "**Applications**") to appropriate water from the Santa Ana River for direct diversion and/or storage. Water Users have filed protests against the Applications alleging infringement of Water Users' senior water rights and adverse impacts on the environment. The Parties wish to resolve these protests without the need for a lengthy and expensive water rights hearing.

Agreements

1. *Withdrawal of Protests Presently Pending Before the SWRCB.*

   a. *Withdrawal of Protests.* Within twenty business days after the date on which Water Users receive a draft environmental impact report on the Applications for public review, Water Users shall each send to the SWRCB, via certified mail with a copy to Applicants, a letter withdrawing their respective protests against the Applications. Said letters shall be in the form provided in Exhibit A and incorporated herein by reference. Applicants shall provide Water Users with notice of the release of the draft environmental impact report via facsimile transmission upon its release.

   b. *Support for Applications.* Water Users shall, simultaneously with the withdrawal of their respective protests to the Applications, also each send, via certified mail with a copy to Applicants, letters to the SWRCB supporting the issuance of permits to Applicants for the diversion and storage of the full quantities of water from the Santa Ana River identified in the Applications. Such letters shall be in the form provided in Exhibit B and incorporated herein by reference. Water Users shall also, upon written request by Applicants, send similar letters to local, state and federal agencies supporting the issuance of all other permits or regulatory approvals that may be necessary for Applicants to implement their plans to divert water from the Santa Ana River, including seasonal water conservation at Seven Oaks Dam and Reservoir, as reflected in the Applications. A list of all permits/approvals that Applicants presently believe may be required to implement the Applications is included in Exhibit B and incorporated herein by reference. Applicants shall update this list annually if additional permits/approvals become necessary to implement the plans identified in the Applications and Water Users agree not to object to such additional permits/approvals that may be needed to implement the Applications.

c. *Incorporation of Settlement in Applications.* Applicants shall, within twenty business days of the date on which Applicants issue a draft environmental impact report on the Applications for public review, amend the Applications to incorporate the terms of this Agreement therein and request the SWRCB to incorporate the terms of this Agreement in any permits issued to Applicants.

2. *Effect of Agreement.* Paragraphs 3 to 11 of this Agreement shall not take effect unless and until: (i) the Parties complete the review and analysis, if any, that may be required by the terms of the California Environmental Quality Act of the potential physical change in the environment of implementing those provisions and (ii) the SWRCB approves the Applications, in whole or in part, and issues water rights permits to Applicants pursuant thereto. In the event that the SWRCB denies the Applications in their entirety, paragraphs 3 to 11 of this Agreement shall immediately be deemed null and void and no Party shall be bound thereby. In the event that the SWRCB approves the Applications by the issuance of permits which contain terms or provisions that are inconsistent with the terms or provisions of this Agreement, the Parties shall implement the terms or provisions of this Agreement to the extent legally permissible.

3. *Diversions from the Santa Ana River*

a. *Diversions by Water Users.* Subject to the conditions contained in subparagraphs 3(a)(1) to 3(a)(7) below, any rights granted Applicants by the SWRCB to divert water from the Santa Ana River shall be subject to the prior right of Water Users to divert up to the first 88 cfs of the natural flow of the Santa Ana River and Applicants shall not, during the term of this Agreement, object to, nor challenge by way of any administrative proceeding, judicial proceeding or otherwise, Water Users' combined diversion of up to the first 88 cfs of the natural flow of the Santa Ana River, as defined in paragraph 3(a)(7) below. Such diversion may include, without limitation, Water Users' diversion of water at rates sufficient to:

(i) equal the present and future treatment capacity of the Hinckley Treatment Plant or other water treatment plants used to deliver water for municipal and industrial purposes within Water Users' respective service areas, (ii) meet the irrigation demand from agricultural areas within Water Users' respective service areas, and (iii) satisfy other permitted uses of water as described in paragraphs 3(a)(1) and 3(a)(6) below. Nothing in this Agreement shall be interpreted to allow Water Users, under any circumstances, to divert water other than the first 88 cfs of the natural flow of the Santa Ana River.

(1) *"Run of the River" Basis for Diversions.* All diversions by Water Users from the Santa Ana River must be made on a "run of the river" basis (i.e., diversions for immediate delivery for beneficial use without storage of any kind, either above or below ground) for delivery within Water Users' combined service areas, *provided, however*, that Water Users may spread a portion of the natural flow of the Santa Ana River as provided in paragraph 4 below and may store a portion of the natural flow of the Santa Ana River as provided in paragraph 3(a)(6) below.

(2) *Natural Flow of the Santa Ana River.* The "natural flow of the Santa Ana River" is defined for purposes of this Agreement as the flow of the Santa Ana River in the Southern California Edison Company power conduit as measured downstream of Seven Oaks Dam, and the river pickup located downstream from Seven Oaks Dam and upstream from the afterbay of Southern California Edison Santa Ana River Powerhouse No. 3, less: (1) any releases from Bear Valley's Lake Account, and/or (2) any releases or spills from Big Bear Municipal Water District's Lake Account, as those accounts are defined in the 1977 judgment in *Big Bear Municipal Water District v. North Fork Water Company et al.* (San

Bernardino County Superior Court No. 165493) dated February 4, 1977, a copy of which is attached hereto as Exhibit C and incorporated herein by reference (the "**1977 Judgment**"). Water Users may divert up to the full 88 cfs using the combination of the Southern California Edison power conduit and the river pickup located downstream from Seven Oaks Dam and upstream from the afterbay of Southern California Edison Santa Ana River Powerhouse No. 3. The facilities described in this subparagraph are depicted in the map attached hereto as Exhibit D and incorporated herein by reference. If Southern California Edison sells or otherwise disposes of the power conduit system, Water User's right to divert the first 88 cfs of the natural flow of the Santa Ana River shall remain unaffected.

(3) *Water Users' Service Areas.* The Water Users' combined service areas are defined more precisely in Exhibit E, which is attached hereto and incorporated herein by reference.

(4) *Water Users' Points of Diversion.* Nothing in this Agreement is intended to prevent the Water Users from diverting water from points of diversion that they each respectively use at present. A list of such points of diversion is attached as Exhibit F and incorporated herein by reference. Water Users agree that Applicants may divert the water that is the subject of the Applications from Water Users' points of diversion, *provided* that Applicants may only divert water from Water Users' points of diversion during those times when there is diversion capacity available at those points of diversion which is excess to the needs of Water Users. Water Users shall execute the necessary documents, if any, to evidence full permission to Applicants to

divert water from Water Users' points of diversion, subject to the above restriction.

(5) *Cooperative Water Project Agreement Credits.* Nothing in this Agreement is to be construed as precluding Water Users from delivering water in a manner that generates Deferred Exchange Water Credits under the terms of the Santa Ana River-Mill Creek Cooperative Water Project Agreement (the "Cooperative Water Project Agreement").

(6) *Permitted Surface Storage.* Nothing in this Agreement shall: (i) preclude Bear Valley from storing water to the extent needed for system surface storage in the Mentone Reservoir at its present location to meet the needs/demands of its shareholders or (ii) preclude Bear Valley's shareholders from storing water in Crafton Reservoir at its present location to meet the needs/demands of its shareholders. Nothing in this Agreement is intended to interfere with Redlands' and East Valley's regulatory storage of potable water above ground prior to delivery of that water to retail or wholesale customers.

(7) *No Rights to Seven Oaks Reservoir.* Nothing in this Agreement shall be construed as granting Water Users any right to water that is conserved at Seven Oaks Reservoir or as granting Water Users any right to store water at Seven Oaks Reservoir; provided, however, Water Users may divert, at the Bear Valley River Pickup, up to 88 cfs of the natural flow of the Santa Ana River that is temporarily detained behind Seven Oaks Dam.

b. *Applicants' Diversion Rights.* Water Users shall not object to Applicants' diversion, pursuant to a permit or license issued by the SWRCB, of all water in the Santa Ana River in excess of the actual combined diversions

of Water Users, which, pursuant to paragraph 3(a) above, shall not exceed 88 cfs. Water Users shall have no claims to or rights in the water diverted by Applicants provided that nothing in this Agreement is to be construed as prohibiting Water Users from participating in programs developed or implemented by Applicants on the same terms and conditions as other water purveyors in the San Bernardino Valley.

4. *Groundwater Spreading Program.* Applicants, after consultation with Water Users, shall develop and manage a groundwater spreading program that is intended to maintain groundwater levels at the wells specified in Exhibit G at relatively constant levels, in spite of the inevitable fluctuations due to hydrologic variation. The groundwater spreading program shall identify target water level ranges in the specified wells and shall be subject to the requirement that such spreading not worsen the problem of high groundwater levels in the Pressure Zone. The determination of whether a particular action will worsen groundwater levels in the Pressure Zone shall be made using the integrated surface and groundwater models used by Applicants in the environmental impact report for the Applications, as those models may be refined in the future.

a. *Development and Implementation of Program.* Applicants shall adopt such an integrated management program within five years of the date on which the SWRCB grants Applicants a permit to divert water from the Santa Ana River. Water Users agree to limit spreading in the San Bernardino Basin Area so as to conform to an annual management plan adopted by Applicants that is consistent with the terms of this Agreement.

b. *Spreading by Water Users.* As part of the groundwater spreading program developed by Applicants, Bear Valley may, in lieu of a portion of its share of the 88 cfs of direct diversions of the natural flow of the Santa Ana River described in paragraph 3(a) above, divert up to a maximum collective total of 9 cfs for spreading at either the South Airport spreading basins and/or at the West Mill Creek spreading grounds. These spreading

grounds are shown on the map depicted in Exhibit H and incorporated herein by reference. The other Water Users, including but not limited to Redlands and East Valley, will also be able to participate in the spreading program by spreading a portion of their respective shares of the natural flows of the Santa Ana River within the 88 cfs limit described in paragraph 3(a) at the locations specified in Exhibit H. The maximum total spreading that may be done by all Water Users, in all locations at any given time, may not exceed a rate of 20 cfs, provided that such spreading shall not worsen high groundwater levels in the Pressure Zone as defined in paragraph 4 above. All spreading by Water Users is intended to be operated on a "put and take" basis with extractions occurring within one year of the date spread and Water Users shall report all spreading to Applicants on an annual basis for inclusion in the Watermaster's report pursuant to the *Western* Judgment identified in paragraph 7(c) below.

5. *Service of Water by Water Users.* In accordance with all applicable provisions of law, Water Users shall only deliver surface water or groundwater:

a. within Water Users' respective Service Areas as identified in Exhibit E, as modified from time to time in accordance with applicable law;

b. on a retail basis in areas outside Water Users' respective Service Areas where a Water User provides such service on a 365 day/year basis; or

c. on a non-retail basis outside Water Users' respective Service Areas and within the San Bernardino Basin Area, *provided that* if a Water User wishes to provide water on a non-retail basis outside its Service Area and within the San Bernardino Basin Area, it shall provide Applicants with at least 30 days' written notice of such proposed non-retail service. If Applicants do not object in writing to such proposed non-retail service within 15 days from the date of the notice, the Water User may proceed with such non-retail service of water. If Applicants object to such

proposed non-retail service, Applicants and the Water User shall promptly meet to consider whether the provision of non-retail water service would reduce or interfere with the diversion of water by Applicants. If the integrated groundwater/surface water model referred to in paragraph 4 above shows that the proposal for non-retail service would not have any impacts on the location, timing, quantity, spreading or other characteristic of Applicants' diversions, then the Water User may implement the proposal. In all other cases, the proposal for non-retail service shall only be implemented with the prior written consent of Applicants, which shall not be unreasonably withheld or unduly delayed.

6. *Banking and Exchanges.*

a. *By Water Users.* Save in cases of emergencies, water diverted by Water Users may only be wheeled, banked, exchanged or transferred, directly or indirectly, in lieu or otherwise in the manner allowed by the Cooperative Water Project Agreement.

b. *By Applicants.* Water Users acknowledge that Applicants intend to bank and/or exchange substantial quantities of native Santa Ana River water for water imported from the State Water Project or other sources of imported or native water pursuant to a comprehensive program for water banking and/or exchanges in the San Bernardino Valley and elsewhere in Southern California that includes, but is not limited to, the groundwater spreading plan described in paragraph 4 above, and that is not inconsistent with the terms of this Agreement.

c. *Pursuant to Applicants' Program.* Water Users acknowledge that Applicants intend to develop a comprehensive program for water banking and/or exchanges in the San Bernardino Valley and elsewhere in Southern California that includes, but is not limited to, the groundwater spreading plan described in paragraph 4 above. Water Users may participate in such

comprehensive water banking/exchange program on the same terms as other water purveyors.

d. *Definition of Emergency.* For purposes of this Agreement, the term "**emergency**" shall be defined as provided in California Code of Regulations, title 14, section 15359.

7. *State Project Water.* Applicants reserve the right to store State Water Project water in Seven Oaks Reservoir, either in conjunction with or separately from, the storage of conserved water from the Santa Ana River system. Water Users will not object to such storage of State Water Project water in Seven Oaks Reservoir to the extent that such storage is not inconsistent with the terms of this Agreement.

8. *Water Subject to Agreement.* This Agreement addresses the Parties' use of raw water (including surface water, non-contaminated groundwater and groundwater treated to remove contaminants) and potable water. Nothing in this Agreement shall be construed to regulate the Parties' use of recycled municipal wastewater.

9. *Relationship to Other Agreements and Judgments.*

a. *Cooperative Water Project Agreement.* Nothing in this Agreement is intended to modify the rights of the Parties under the Cooperative Water Project Agreement.

b. *Agreements Among Water Users.* Nothing in this Agreement is intended to modify the rights of Water Users among themselves.

c. *Judgments.* Nothing in this Agreement is intended to modify the rights of the Parties under the terms of the 1977 Judgment or the judgments in *Orange County Water District v. City of Chino et al.* (Orange County Superior Court, Case No. 117628, April 17, 1969) and *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969).

10. *No Admissions.* Nothing in this Agreement shall be construed as an admission by any Party regarding any subject matter of this Agreement, including but not limited to the water rights of the Parties. The Parties agree that Evidence Code sections 1152 and 1154 render this Agreement inadmissible as evidence against any of the Parties in any adjudicative proceeding, except a proceeding to enforce or interpret the terms or conditions of this Agreement and/or the terms or conditions of a permit or permits issued to Applicants by the SWRCB pursuant to the Applications. In particular, nothing in this Agreement shall be construed as an admission by Applicants relating to the priority, nature, quantity or other characteristic of the water rights claimed by Water Users or a waiver of any contentions by Applicants relating to Water Users' claimed water rights.

11. *Preservation of Rights.* The Parties agree that this Agreement is in settlement of water right disputes and preserves all rights of the Parties as they may exist as of the Effective Date of this Agreement. Nothing in this Agreement is to be construed as altering the priorities or entitlements of Water Users among themselves to water from the Santa Ana River.

12. *Administration of Agreement*

a. *Recordation of Agreement.* Applicants shall, within ten days of the Effective Date of this Agreement, cause this Agreement to be recorded in the Official Records of the County of San Bernardino. Applicants shall provide Water Users with recorded copies of this Agreement promptly upon the receipt of such copies from the County of San Bernardino.

b. *Books and Records.* Each Party shall have access to and the right to examine any of the other Party's pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Agreement. The Parties shall each retain all such books, documents, papers or other records to facilitate such review. Access to

each Party's books and records shall be during normal business hours only. Nothing in this paragraph shall be construed to operate as a waiver of any applicable privileges.

c. *Disputes*. The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:

(1) *Statement Describing Alleged Violation of Agreement.* A Party or Parties alleging a violation of this Agreement (the "**Initiating Party(ies)**") shall provide a written statement describing all facts that it believes constitute a violation of this Agreement to the Party(ies) alleged to have violated the terms of this Agreement (the "**Responding Party(ies)**").

(2) *Response to Statement of Alleged Violation.* The Responding Party(ies) shall have sixty days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty days of the date of the response to attempt to resolve the dispute amicably.

(3) *Mediation of Dispute.* If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a Director or Trustee. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult

with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies).

(4) *Reservation of Rights.* Nothing in this paragraph 12 shall require a Party to comply with the dispute resolution process contained herein and each Party retains and may exercise at any time all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five calendar days' written notice of its intent to sue to all Parties.

13. *Implementation of Agreement.* This Agreement shall become effective upon its approval by Muni, Western, Redlands, Bear Valley Mutual Water Company, and East Valley. Other Parties identified above shall have 90 days from the Effective Date to execute this Agreement.

14. *Environmental Impact Report.* Applicants shall include thresholds of significance and mitigation measures in substantially the form set forth in Exhibit I in their environmental impact report for the Applications.

15. *General Provisions.*

a. *Authority.* Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.

b. *Amendment.* This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.

c. *Jurisdiction and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for

its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

d. *Headings.* The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

e. *Construction and Interpretation.* This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

f. *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

g. *Partial Invalidity.* If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

h. *Successors and Assigns.* This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this

Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

i. *Waivers*. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

j. *Attorneys' Fees and Costs*. The prevailing Party in any litigation or other action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements in addition to any other relief deemed appropriate by a court of competent jurisdiction.

k. *Necessary Actions*. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

l. *Compliance with Law*. In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

m. *Third Party Beneficiaries*. This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

n. *Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

o. *Notices*. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given

and received on: (i) the date of service if served personally or served by facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

BEAR VALLEY MUTUAL WATER COMPANY:

Bear Valley Mutual Water Company
101 E. Olive Avenue
Redlands, CA 92373
(909) 793-4901
(909) 793-7073 (FAX)
Attn: General Manager

CITY OF REDLANDS:

City of Redlands
35 Cajon Street
Redlands, CA 92373
(909) 798-7533
(909) 798-7535 (FAX)
Attn: Municipal Utilities Director

EAST VALLEY WATER DISTRICT:

East Valley Water District
1155 Del Rosa Avenue
P.O. Box 3427
San Bernardino, CA 92413
(909) 885-4900
(909) 889-5732 (FAX)
Attn: General Manager

LUGONIA WATER COMPANY:

Lugonia Water Company
101 E. Olive Avenue
Redlands, CA 92373
(909) 793-4901
(909) 793-7073 (FAX)
Attn: General Manager

NORTH FORK WATER COMPANY

North Fork Water Company
1155 Del Rosa Avenue
P.O. Box 3427
San Bernardino, CA 92413
(909) 885-4900
(909) 889-5732 (FAX)
Attn: General Manager

REDLANDS WATER COMPANY

Redlands Water Company
101 E. Olive Avenue
Redlands, CA 92373
(909) 793-4901
(909) 793-7073 (FAX)
Attn: General Manager

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT:

San Bernardino Valley Municipal Water District
1350 S. "E" Street (92408-2725)
P. O. Box 5906 (92412-5906)
San Bernardino, CA
(909) 387-9222
(909) 387-9247 (FAX)
Attn: General Manager

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY:

Western Municipal Water District of Riverside County
450 Alessandro Boulevard
Riverside, CA 92508
(909) 789-5000
(909).780-3837 (FAX)
Attn: General Manager

BEAR VALLEY MUTUAL WATER COMPANY

By: _____
Robert A. Hinze
President, Board of Directors

Attest:

By: _____
Charlotte L. Van Eck
Secretary

CITY OF REDLANDS

By: _____
Susan Peppler
Mayor

Attest:

By: _____
Lorrie Poyzer
City Clerk

EAST VALLEY WATER DISTRICT

By: _____
George E. (Skip) Wilson
President, Board of Directors

LUGONIA WATER COMPANY

By: _____
David B. Knight
President

Attest:

By: _____
Charlotte Van Eck
Secretary

NORTH FORK WATER COMPANY

By: _____
Arnold Wright
President, Board of Directors

REDLANDS WATER COMPANY

By: _____
Joseph P. Buoye
President, Board of Directors

Attest:

By: _____
Charlotte L. Van Eck
Secretary

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Patrick Milligan
President, Board of Directors

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

By: _____
Wayne Holcomb
President, Board of Directors

List of Exhibits

Exhibit	Title
A	Form of Letter to the State Water Resources Control Board From Water Users Withdrawing Water Users' Protests
B	Form of Letter to the State Water Resources Control Board From Water Users Supporting the Issuance of Permits to Applicants (includes list of permits)
C	Judgment in *Big Bear Municipal Water District v. North Fork Water Company et al.* (San Bernardino Superior Court, No. 165493, February 4, 1977).
D	Map of Santa Ana River Facilities
E	Water Users' Service Areas
F	Water Users' Points of Diversion
G	SBBA Index Wells
H	Map of Water Users' Spreading Grounds
I	Thresholds of Significance and Mitigation Measures to be Included in Applicants' EIR

EXHIBIT A

Arthur G. Baggett, Jr.
Chairman
State Water Resources Control Board
1101 I Street
Sacramento, California 95814

Re: Withdrawal of Protest by _____
Application Nos. 31165 and 31370
Santa Ana River, San Bernardino County

Dear Chairman Baggett:

_____ ("Protestant") has filed protests against Application Nos. 31165 and 31370 which have been filed with the State Water Resources Control Board (the "SWRCB") by San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County ("Applicants"). Protestant and Applicants have now approved a settlement agreement that resolves all of the matters that were the subjects of Protestant's objections to Application Nos. 31165 and 31370. Protestant, accordingly, hereby withdraws its protests to Application Nos. 31165 and 31370. A copy of that executed settlement agreement is enclosed with this letter.

Please feel free to call if you or your staff have questions regarding this withdrawal of protests.

Very truly yours,

ENIBIT B

Arthur G. Baggett, Jr.
Chairman
State Water Resources Control Board
1101 I Street
Sacramento, California 95814

Re: Letter of Support by _____
Application Nos. 31165 and 31370
Santa Ana River, San Bernardino County

Dear Chairman Baggett:

_____ ("Protestant") has filed protests against Application Nos. 31165 and 31370 (collectively, the "Applications") which have been filed with the State Water Resources Control Board ("SWRCB") by San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County (collectively, "Applicants"). Protestant and Applicants have now approved and executed a settlement agreement that resolves all of the matters that were the subjects of Protestant's objections to the Applications.

Protestant hereby supports the SWRCB's issuance of permits to Applicants for the diversion and storage of the full quantities of water from the Santa Ana River identified in the Applications. Protestant also supports the issuance of all other permits or other regulatory approvals that may be necessary for Applicants to implement their plans to divert water from the Santa Ana Rive, including seasonal water conservation at Seven Oaks Dam and Reservoir, as reflected in the Applications.

Please feel free to call if you or your staff have questions regarding this letter in support of the Applications.

Very truly yours,

Permits Potentially Required for Water Conservation at Seven Oaks Dam

The following is a list of permits that may, depending upon site-specific circumstances, be required in order for the Applicants to implement their plans for seasonal water conservation at Seven Oaks Dam. Applicants will identify necessary permits after the completion of the Final EIR on seasonal water conservation.

Agency	*Permits/Approvals*
U.S. Army Corps of Engineers	• Approval for any physical alterations to Seven Oaks Dam and its operations, including seasonal water conservation • Approval for new pipelines to connect to facilities of Seven Oaks Dam • Permits/approvals per Section 404 of the Clean Water Act (for the discharge of dredged and fill material into waters of the United States) • Permits/approvals per Section 10 of the Rivers and Harbors Act (for construction in waterways) • Compliance with the National Environmental Policy Act (in conjunction with other Federal agencies)
U.S. Fish and Wildlife Service	• Permits/approvals per the Federal Endangered Species Act, Fish & Wildlife Coordination Act, Migratory Bird Treaty Act and similar statutes (including, if needed, incidental take permits)
U.S. Forest Service	• Access agreements/permits for construction within the San Bernardino National Forest and other compliance with applicable Forest Plan(s) • Special use permit for water conservation at Seven Oaks Dam
California State Water Resources Control Board	• Approval of Muni/Western water rights applications 31165 and 31370 • Clean Water Act Section 401 certification for all federal permits
Santa Ana Regional Water Quality Control Board	• Clean Water Act Section 401 certification for water quality/stormwater runoff during construction • National Pollutant Discharge Elimination System (NPDES) permit for ongoing pipeline cleaning and maintenance activities
California Department of Fish and Game	• Section 2081 and other permits per the California Endangered Species Act, the Fully Protected Species Act, the Natural Communities Conservation Program Act, and similar statutes (including, if needed, incidental take permits) • Section 1602 Streambed Alteration Agreement • Compliance with Section 5937 and similar statutes requiring that fish be kept in good condition below a dam or reservoir

Agency	*Permits/Approvals*
State Historic Preservation Officer	• Consultation per Section 106 of the National Historic Preservation Act
South Coast Air Quality Control Board	• Permit to Construct • Approval of the fugitive dust emissions plan
County of San Bernardino	• Road Encroachment and Closure permit • Flood Control Right-of-Way (for construction in the floodplain) • Soil Erosion and Sediment Control Permit
City of Highland	• Grading permits • Road encroachment and closure permits
City of Rialto	• Grading permits • Road encroachment and closure permits
San Bernardino Flood Control District, Orange County Flood Control District, and Riverside County Flood Control and Water Conservation District (Local Sponsors of Seven Oaks Dam)	• Encroachment permits and access agreements • Agreement(s) to implement seasonal water conservation at Seven Oaks Dam
Metropolitan Water District of Southern California	• Encroachment permits and access agreements • Exchange agreement (Attachment 5 to Coordinated Operating Agreement for Conveyance Facilities and State Water Project Supplies)

EXHIBIT C

Original Filed

FEB 7 1977

V. Dennis Wardle
County Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

BIG BEAR MUNICIPAL WATER DISTRICT, Plaintiff v. NORTH FORK WATER COMPANY et al., Defendants	No. 165493 JUDGMENT

This action having been pending on appeal from a prior judgment of this Court, and the parties having stipulated to a form of judgment disposing of the issues raised by the complaint, and the Court of Appeal, pursuant to stipulation, having remanded the case for proceedings in accordance with said Stipulation for Judgment, and good cause appearing

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I. DEFINITIONS AND EXHIBITS

1. Definitions. As used in this judgment, the following terms shall have the meanings herein set forth:

(a) Basin Make-up Water. Water provided by District to

DONALD D. STARK
ATTORNEY AT LAW
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replace water lost to San Bernardino Basin by reason of operations under terms of the physical solution herein.

(b) Bear Creek. That certain tributary of the Santa Ana River rising in Upper Bear Creek Watershed and flowing past the Dam and down to the confluence of said creek and river, all as shown on Exhibit "A".

(c) Confluence. The point at which Bear Creek joins the Santa Ana River, as shown on Exhibit "A".

(d) Conservation District. San Bernardino Valley Water Conservation District.

(e) Dam. The multiple-arch concrete dam constructed in 1911 at the location shown on Exhibit "A".

(f) District. Big Bear Municipal Water District.

(g) Division Box. The structure at the discharge from Power Plant No. 3, where Mutual divides the flow from the Edison Conduit between the North Fork and Redlands Canals.

(h) Edison. Southern California Edison Company.

(i) Edison Diversion. The works and facilities of Edison at the Confluence used to divert water into the Edison Conduit.

(j) Edison Conduit. The canal, pipeline and tunnels extending from the Edison Diversion, through Power Plants Nos. 1, 2 and 3 to the High Line and Division Box.

(k) Fiscal Year. July 1 to June 30, following.

(l) In Lieu Water. Water which is to be provided pursuant to the Physical Solution to Mutual by District, without cost to Mutual, in lieu of releases of Lake water.

(m) Lake. Big Bear Lake, being the body of water

DONALD D. STARK
ATTORNEY AT LAW
[illegible] BUSINESS CENTER
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impounded by the Dam.

(n) Lake Storage Right. The right of Mutual to use the full storage capacity of the Lake for storage of water diverted at the Dam, pursuant to Mutual's appropriative right, which storage right was expressly reserved by Mutual in its conveyance of the Lake Properties to Bear Valley Mutual Water Company Partial Liquidation Trust.

(o) Mill Creek Exchange. The Santa Ana River-Mill Creek Cooperative Water Project Agreement, dated May 3, 1976, as amended from time to time.

(p) Mouth of the Canyon. The location at which the Santa Ana River passes from its mountain canyon onto the alluvial valley overlying San Bernardino Basin, as shown on Exhibits "A" and "C".

(q) Mutual. Bear Valley Mutual Water Company.

(r) Mutual's Lake Water Operations. The calculated, hypothetical account of operation of the lake under conditions of In Lieu Water deliveries pursuant to the physical solution herein, which account shall be maintained by Watermaster in accordance with Watermaster Criteria.

(s) North Fork Agreement. That certain agreement dated May 23, 1885, between Bear Valley Land and Water Company and North Fork Water Company, attached as Exhibit "E".

(t) Prior Right Agreements. Collectively, the North Fork Agreement and the Sunnyside Agreement, Exhibits "E" and "F".

(u) Prior Right Companies. Collectively, North Fork Water Company, Lugonia Water Company and Redlands Water

DONALD D. STARK
ATTORNEY AT LAW
MB BUSINESS CENTER
DRIVE
IRVINE, CALIF. 92715

Company.

(v) San Bernardino Basin. The ground water basin underlying the San Bernardino Valley above the Bunker Hill Fault and downstream from the Mouth of the Canyon.

(w) Sunnyside Agreement. That certain agreement dated February 27, 1886, between The Shareholders in South Fork Ditch of the Santa Ana River, Sunnyside Division, and Bear Valley Land and Water Company, attached as Exhibit "F".

(x) Upper Bear Creek Watershed. The surface drainage area tributary to the Dam and drained by Bear Creek and its tributaries, as shown on Exhibit "A".

(y) Upper Santa Ana River Watershed. The surface drainage area tributary to the Edison Diversion on the Santa Ana River, as shown on Exhibit "A".

(z) Watermaster Criteria. The detailed engineering criteria, set forth in Exhibit "D".

Geographical Names, not otherwise defined herein, are used with reference to their appearance on Exhibits "A", "B" and "C".

2. Exhibits. The following exhibits are attached to this Judgment and by this reference are made a part hereof:

"A" -- General Location Map.

"B" -- Hydrologic Map of Upper Bear Creek Watershed.

"C" -- Map showing diversion facilities and relevant system of Mutual.

"D" -- Watermaster Operating Criteria.

"E" -- North Fork Agreement.

"F" -- Sunnyside Agreement.

DONALD O. STARK
ATTORNEY AT LAW
881 BUSINESS CENTER DRIVE
IRVINE, CALIF. 92715
(714) 752-0471

II. DECLARATIONS

A. HYDROLOGY

3. Upper Bear Creek Watershed is commonly known as Bear Valley. Its surrounding mountains rise to elevations of 8500 feet, and the watershed extends down to the Dam at elevation 6743 feet. Said watershed is drained by Bear Creek and its tributaries. Immediately easterly of Upper Bear Creek Watershed is the watershed of Baldwin Lake. The dominant geographic feature in Upper Bear Creek Watershed is the Lake, which has existed continuously since 1883. Surrounding the Lake are several mountain communities, the largest of which is Big Bear Village, situate on the southerly border of the Lake. Easterly of Big Bear Village and within Baldwin Lake Watershed is Big Bear City. Domestic water service in Upper Bear Creek Watershed is provided by Southern California Water Company, a public utility, Big Bear City Community Services District, and through individual domestic wells. All of the privately-held lands in Upper Bear Creek Watershed lie within the boundaries of District.

4. Early Santa Ana River Diversions. The earliest appropriations of water from the Santa Ana River commence in 1856 from the Santa Ana River as it traversed San Bernardino Basin. Two successor diversions developed by progressive moving of canal and diversion facilities upstream to the Mouth of the Canyon, from which the North Fork Canal distributed water northwesterly into San Bernardino Basin and the Sunnyside Ditch distributed water southwesterly to the vicinity of Redlands. Above these canals there subsequently developed ancillary facilities to serve higher ground through the Edwards Canal and High Line, respectively. The

DONALD D. STARK
ATTORNEY AT LAW
[illegible] BUSINESS CENTER DRIVE
IRVINE, CALIF. 92715
(714) 752-8071

North Fork and Sunnyside diversions had established and claimed rights to substantially the entire surface flow of the Santa Ana River at the Mouth of the Canyon by 1883, when the predecessors of Mutual undertook to build the original dam at the Lake. In order to preserve the prior appropriative rights of the North Fork and Sunnyside diversions, Mutual's predecessors entered into the Prior Right Agreements, which agreements are still in effect.

5. Mutual's Diversion Practices. Mutual has multiple sources of supply, but its major, historic source is and has been stream flow from the Santa Ana River at the Edison Diversion, the supplementing of flows between the Edison Diversion and Mouth of the Canyon, and releases by Edison onto the High Line and to the Division Box. From the end of the Edison Conduit delivery is made through the Edwards and North Fork Canals and the Redlands Canal and High Line to satisfy the rights of Prior Right Companies and to meet the needs of Mutual's irrigation shareholders. The diversion facilities utilized by Mutual are shown on Exhibit "C".

6. District's Water Supply. District and its inhabitants rely entirely upon the precipitation and runoff within Upper Bear Creek Watershed for their water supplies for direct use and for recharge of the several small ground water basins in said watershed. District does not have physical, or economically-feasible, access to significant supplies of supplemental nontributary sources of water. Although some inhabitants of District have riparian, overlying and appropriative rights to waters of Upper Bear Creek Watershed, neither District nor its inhabitants have any rights to water in storage in the Lake, or the right to store water in the Lake except to the extent that there is surplus

DONALD D. STARK
ATTORNEY AT LAW
11 BUSINESS CENTER DRIVE
IRVINE, CALIF. 92718
(714) 752-0971

storage capacity in the Lake not utilized by Mutual.

B. DECLARATION OF RIGHTS

7. Mutual. Mutual is the owner of an appropriative right, with the priorities of 1883 and 1909, to divert at the Dam and store in the Lake for subsequent release and beneficial use within Mutual's service area of all of the flow of Bear Creek at the Dam and Lake. Said diversion shall be at such rate as may be reasonably necessary to meet the requirements of Mutual's stockholders, not exceeding 65,000 acre feet in any ten (10) year period, as determined by the Board of Directors of Mutual in its sole discretion. Said rights have become prescriptive in nature as to all water right claimants downstream from the Dam, excepting only the rights of Prior Right Companies.

8. Prior Right Companies. Prior Right Companies, as the successors to the earliest diversion rights at the Mouth of the Canyon, are the owners of the prior appropriative rights confirmed by the Prior Right Agreements, which contractual rights constitute a burden and charge upon the said appropriative right of Mutual. The exact nature, scope and extent of the rights of prior right companies are set forth in said Prior Right Agreements (Exhibits "E" and "F"), and said agreements are hereby confirmed and shall remain otherwise unimpaired by the declarations and determination of this Judgment.

9. Conservation District. Conservation District owns an appropriative right to divert and spread storm flows of the Santa Ana River at and below the Mouth of the Canyon, for the benefit of water right claimants within Conservation District. Said rights are derived from and based upon

DONALD D. STARK
ATTORNEY AT LAW
18 BUSINESS CENTER DRIVE
IRVINE, CALIF. 92714
(714) 752-0971

License No. 2831, Permit No. 2488 (0300 acre feet) and License No. 2832, Permit No. 2593 (2100 acre feet), issued by the Division of Water Rights of the California Water Resources Control Board, and from a prior statutory filing by Conservation District's predecessors dated October 6, 1911.

10. San Bernardino Basin Producers within the boundaries of Conservation District have rights in and to the safe yield of said San Bernardino Basin. Said safe yield is dependent, in part, on the flow of the river at the Mouth of the Canyon and return flows from applied water delivered by Mutual to its stockholders for use overlying the Basin. Both of said sources have historically included, from time to time, waters released from Upper Bear Creek Watershed through or over the Dam.

11. District. District owns the Dam and reservoir behind it, subject to the right of Mutual to store water in the Lake, pursuant to its appropriative right. To the extent that, at any time, there is surplus storage capacity in the reservoir not utilized by Mutual, District has the right to store water therein, including water acquired by reason of operation of the physical solution herein decreed or from any source or sources other than the surface flow of Bear Creek and its tributaries, or from non-tributary streams provided such non-tributary water has been diverted into the Lake by Mutual.

III. INJUNCTIONS

12. Against District. District, its officers, agents and employees are hereby ENJOINED AND RESTRAINED from interfering with

DONALD D. STARK
ATTORNEY AT LAW
11 BUSINESS CENTER
DRIVE
WINE, CALIF. 92210

the release of water from the Lake to meet the requirements of Mutual, except in compliance with the physical solution hereinafter decreed.

IV. CONTINUING JURISDICTION

13. Continuing Jurisdiction. Full jurisdiction, power and authority are retained and reserved to the Court for the purpose of enabling the Court, upon application of any party by motion and upon 30 days' notice hereof, and after hearing thereon, to make such further and supplemental orders or directions as may be necessary or appropriate for interpretation, enforcement or carrying out this Judgment. The Court may award attorneys' fees to the prevailing party in any further proceedings, pursuant to this paragraph.

V. WATERMASTER

A. APPOINTMENT AND COMPOSITION

14. Watermaster Committee. The Court will appoint a Watermaster Committee, by subsequent order, in accordance with the following procedure:

(a) Nominations. On or before sixty (60) days after entry of judgment herein, nominations shall be submitted by a separate pleading filed herein. For said purpose, one nominee each shall be submitted by District, Mutual and Conservation District.

(b) Appointment. The three nominees, if acceptable to the Court, will thereupon be appointed by such subsequent order.

DONALD D. STARK
ATTORNEY AT LAW
11 BUSINESS CENTER DRIVE
IRVINE, CALIF. 92718
(714) 752-0971

(c) Term. Watermaster representatives shall serve for terms of five (5) years, unless sooner removed by the Court on its own motion or at the request of the party nominating any such Watermaster representative.

(d) Watermaster Action. Said Watermaster members, acting as a committee, shall be and constitute the Watermaster, for purposes of administering the provisions of this Judgment and subsequent orders of the Court. Action of a majority of Watermaster members shall constitute action of Watermaster.

B. POWERS AND DUTIES

15. Powers and Duties. Subject to the continuing supervision and control of the Court, Watermaster shall have and may exercise the express powers, and shall perform the duties, as provided in this Judgment or hereafter ordered or authorized by the Court in the exercise of the Court's continuing jurisdiction.

16. Rules and Regulations. Watermaster shall make and adopt appropriate rules and regulations for conduct of Watermaster affairs, including meeting schedules and procedures. Said rules and regulations shall be submitted to and approved by the Court. Thereafter, Watermaster may amend said rules from time to time, upon notice to all parties and with the approval of the Court. A copy of said rules and regulations, and of any amendments thereof, shall be mailed to each party.

17. Studies. Watermaster shall undertake such studies and investigations and collect and maintain such hydrologic and other data and records as are necessary to implement the Physical Solution herein.

DONALD D. STARK
ATTORNEY AT LAW
31 BUSINESS CENTER
DRIVE
IRVINE, CALIF. 92715
(714) 752-0071

18. Accounting. Watermaster shall make calculations and maintain accounts to reflect both actual operation of Big Bear Lake and Mutual's Lake Water Operations. Said accounts shall be maintained in accordance with Watermaster Criteria.

19. Watermaster Expenses. Each party shall pay the costs and expenses of the representative of such party on Watermaster. The obligation for and cost of making measurements and accumulating basic data shall be assumed and paid as follows:

(a) At and upstream from Dam -- District.

(b) Downstream from Dam -- Mutual and Conservation District, in shares to be agreed upon from time to time.

New or additional measurements, relevant hydrologic studies or other activities of Watermaster involving significant cost shall be paid pursuant to unanimous agreement entered into before such costs are incurred. In the absence of agreement, the Court will, by subsequent order, allocate any necessary common Watermaster expenses.

20. Reports. Watermaster shall prepare, serve on all parties and file with the Court an annual report on or before April 1 of each year, which shall set forth the accounting for water under the Physical Solution, and a report on all significant Watermaster activity during the preceding calendar year.

21. Review Procedures. All actions, decisions or rules of Watermaster shall be subject to review by the Court on its own motion or on timely motion by any party or Watermaster member, as follows:

(a) Effective Date of Watermaster Action. Any action,

DONALD D. STARK
ATTORNEY AT LAW
11 BUSINESS CENTER DRIVE
IRVINE, CALIF. 92715
(714) 752-0971

decision or rule of Watermaster shall be deemed to have occurred or been enacted on the date on which written notice thereof is mailed. Mailing of copies of approved Watermaster minutes to the parties shall constitute such notice to all parties.

(b) Noticed Motion. Any party or Watermaster member may, by a regularly noticed motion, apply to the Court for review of any Watermaster's action, decision or rule. Notice of such motion shall be mailed to Watermaster and to all parties. Unless otherwise ordered by the Court, such motion shall not operate to stay the effect of such Watermaster action, decision or rule.

(c) Time for Motion. Notice of motion to review any Watermaster action, decision or rule shall be served and filed within ninety (90) days after such Watermaster action, decision or rule.

(d) De Novo Nature of Proceedings. Upon the filing of any such motion, the Court shall require the moving party to notify the parties and Watermaster of a date for taking evidence and argument. On the date so designated, the Court will review de novo the question at issue. Watermaster's findings or decision, if any, may be received in evidence at said hearing, but shall not constitute presumptive or prima facie proof of any fact in issue.

(e) Decision. The decision of the Court in such proceeding shall be an appealable supplemental order in this case. When the same is final, it shall be binding upon the Watermaster and all parties.

ONALD D. STARK
ATTORNEY AT LAW
11 BUSINESS CENTER
DRIVE
IVINE, CALIF. 92718
(714) 782-0071

VI. PHYSICAL SOLUTION

23. Need For Physical Solution. There exists a need for additional water for recreational and wildlife enhancement purposes within District. There is not an economically feasible source of supplemental water available to meet the needs of District and its inhabitants for such purposes. Any such use by District of the waters in storage in the Lake will be junior to the declared rights of Mutual and other defendants herein. Supplemental sources of water may, from time to time, be available within defendants' areas of use (other than Edison), but are more expensive than waters which might be diverted from storage in the Lake. In order to assure the maximum beneficial use of waters of the State, in accordance with the mandate Article X Section 2 of the Constitution, it is appropriate that the Court adopt a physical solution herein.

24. General Plan of Operation. In general terms, the physical solution hereafter decreed will provide for retention of waters of Bear Creek in the Lake by reason of delivery of In Lieu Water to Mutual's system. The costs of In Lieu Water and Basin Make-up Water shall be borne solely by District as consideration for the right to retain an equivalent quantity of stored water in the Lake for District's account.

25. District's Right to Provide In Lieu Water. District shall have the right to provide In Lieu Water to Mutual, at District's sole expense, to be delivered into Mutual's system at locations designated by Mutual, as a condition of retaining in the

KALD D. STARK
TORNEY AT LAW
BUSINESS CENTER

Lake water which would otherwise be required by Mutual for its use. Such In Lieu Water may be provided from any one or more of the following sources, or any other source usable for Mutual's purposes, and of comparable quality to waters released or subject to release from the Lake:

(a) Wells in San Bernardino Basin owned by Mutual.

(b) Third party wells or other sources, which are available under contract, lease or other arrangements with Mutual.

(c) Exchange water under the Mill Creek Exchange.

(d) State Project Water.

Provided, that Watermaster shall determine whether production of ground water pursuant to subparagraphs (a) or (b) hereof will hav an unreasonable and adverse effect on water levels in any adjacen wells. In the event of such finding, Watermaster may prohibit us of such well or wells for production of In Lieu Water until Watermaster determines that such adverse effect is eliminated.

Provided, moreover:

(e) High Line Obligation. Because of the requirements by Mutual for delivery of water through its High Line and to the Edwards Canal, it is necessary that a minimum of 12 cfs be diverted into the Edison Conduit from all sources, including Santa Ana River and Bear Creek water at the Edison Diversion, canyon wells and surface inflow between the Ediso Diversion and the Mouth of the Canyon. To the extent that said supplies fall below 12 cfs at the forebay of Edison Power House No. 3, being the start of the High Line, Distric shall release water to make up any deficiency therein from

DONALD D. STARK
ATTORNEY AT LAW
[illegible] BUSINESS CENTER DRIVE
IRVINE, CALIF. 92715
(714) 752-0971

water in storage in the Lake. Said High Line obligation shall supersede District's In Lieu Water right unless and until In Lieu Water can be provided by District to meet said High Line requirements from other sources.

(f) Dry Year Releases. In the event, by reason of natural disaster or extreme drought, or otherwise, Mutual is unable to meet its obligation under the Prior Right Agreements to Prior Right Companies, and there exists water in storage in the Lake which is not otherwise available to Mutual, District shall make such releases as are necessary t enable Mutual to meet said Prior Right obligations. In such event, District shall acquire a right to replacement of suc quantities in the Lake for its account from the next natural inflow to the Lake, which would otherwise be credited to Mutual.

26. Basin Make-up Water. District's lake stabilization operations by exercise of its in lieu right may have some adverse impact on the supplies of water to the San Bernardino Basin.

27. Procedures for In Lieu Water. In the operation of District's In Lieu right, the following procedures shall be followed:

(a) District's Election to Provide In Lieu Water. District shall, on or before April 15 of each year, notify Mutual of District's intent to provide In Lieu Water during the following fiscal year, and shall designate the maximum amount it is prepared to so provide. District may, during any year, on ninety (90) day written notice, amend or modify the amount of In Lieu Water so specified.

DONALD D. STARK
ATTORNEY AT LAW
81 BUSINESS CENTER
DRIVE
IRVINE, CALIF. 92715
(714) 752-8071

(b) Mutual's Order. At such time as Mutual's board, in its sole discretion, may determine that it requires the release of water from the Lake for the use of Mutual and the Prior Right Companies, Mutual shall notify District and, to the extent that District has indicated an intent to provide In Lieu Water, Mutual shall reasonably cooperate with, and give assistance to District in obtaining water from In Lieu Water sources. Any Lake water required by Mutual and not supplied by In Lieu Water shall be provided by District by Lake releases on at least 12 hours' notice by Mutual.

(c) Costs. Costs of In Lieu Water obtained by Mutual on behalf of District shall include all actual operating, maintenance and administrative costs attributable, in good accounting practice, to the acquisition of such In Lieu Water. Said costs shall also include pump tax applicable to such water, if any. In the event any well, pump, motor, booster pump or pipeline of Mutual used for production or delivery of In Lieu Water is required to be replaced at a time when such facility is being used for the production or delivery of In Lieu Water, District shall advance the cost of replacing such item; provided, however, that at the end of ten years after the completion of such replacement Mutual will reimburse District that percentage of the cost of such replacement which the number of hours said facility has been used by Mutual for its account during such ten-year period bears to the total number of hours such facility has been used during the ten-year period, plus interest on such amount at the rate of six percent (6%) per annum. In the event an

RONALD D. STARK
ATTORNEY AT LAW
300 BUSINESS CENTER
DRIVE
IRVINE, CALIF. 92715

such facility is being used by Mutual for its own account at the time of such replacement, Mutual shall pay such replacement cost and shall be reimbursed by District in the same manner as provided above. All such replacement facilities shall be and remain the property of Mutual.

(d) Payment. Any costs incurred by Mutual with relation to In Lieu Water deliveries shall be paid by District within thirty (30) days of receipt of approved billing therefor. All bills for such In Lieu Water shall be submitted to and approved by Watermaster, provided, however, that Watermaster may, if it deems it to be appropriate, require District to maintain on deposit reasonable sums to insure advance payment of current costs in order to relieve Mutual of any financial burden in connection with said In Lieu Water.

28. Procedure for Basin Make-up Water. Watermaster shall annually calculate the net amount of these various adjustments. District shall be obligated to periodically balance any resulting net deficiencies in recharge to the San Bernardino Basin as Watermaster shall determine. Balancing of any deficiency in said account shall occur at least once in each ten (10) year period, the time of delivery within said period to be at the option of District; provided, that in no event shall such negative impact be allowed to exceed 15,000 acre feet; provided, further, that if the net deficiency exceeds 10,000 acre feet, District shall reduce the net deficiency to at least 10,000 acre feet within the succeeding two (2) years; provided, however, that District shall, at the election of Conservation District on or before January 1, 1981,

DONALD D. STARK
ATTORNEY AT LAW
301 BUSINESS CENTER
DRIVE
IRVINE, CALIF. 92715
(714) 752-0721

reimburse Conservation District for the cost of up to 10,000 acre feet of replenishment water, at not to exceed the Mill Creek Exchange price to members. Such payment shall result in an equivalent credit to District's account for Basin Make-up Water. To the extent practical, recharge will be directed to the sub-basins of San Bernardino Basin proportionally to the pattern of extraction of In Lieu Water hereunder.

29. Accounting. Watermaster shall maintain three basic accounts, in accordance with Watermaster Operating Criteria, as follows:

(a) District's Lake Water Operation. A detailed account to reflect actual operation of the Lake by District shall be maintained.

(b) Mutual's Lake Water Operations. In addition, a corollary account shall be maintained to simulate the effect of Mutual's operations with regard to Lake water under the In Lieu Water operations.

(c) Basin Make-up Account. An account of District's annual and cumulative obligation for Basin Make-up Water shall also be maintained.

30. District's Obligation to Maintain Dam. Pursuant to District's stipulation and agreement, District shall perpetually maintain and protect the Dam and Lake to preserve and maintain the existing usable storage capacity of the Lake and shall comply with all dam safety regulations of the State of California or other appropriate public authority. No excavation or filling of the Lake or any part thereof shall be done within 500 feet of the Dam, except as necessary for repair, maintenance or replacement of the

SHALD D. STARK
ATTORNEY AT LAW
[illegible] BUSINESS CENTER
DRIVE
VINE, CALIF. 9[illegible]

Dam.

31. District to Hold Mutual Harmless. District shall hold Mutual free and harmless from any and all liability, cost or expense (including attorney's fees) arising from District's operation of the Lake pursuant to the Lake Surface Rights, and shall cause Mutual to be named as an additional insured on any public liability insurance policies which District may obtain covering its operation of the Lake.

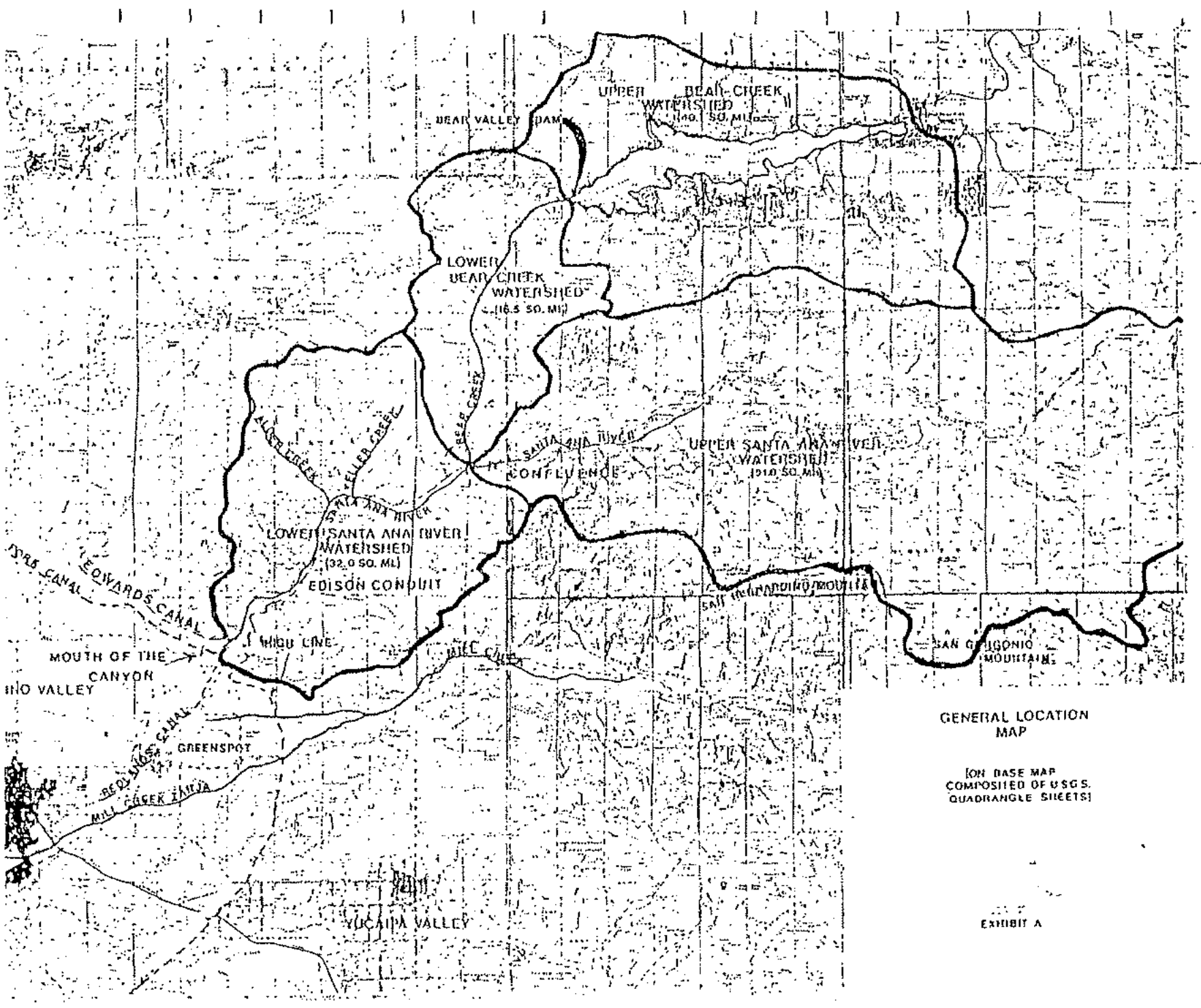
32. Physical Solution Agreement. That certain "Physical Solution Agreement" heretofore entered into between District, Mutual and Conservation District on December 23, 1976, is superseded by this Judgment.

33. Costs. No party shall recover any costs in this proceeding from any other party.

DATED: FEBRUARY 4, 1977.

JOSEPH B. CAMPBELL
Judge

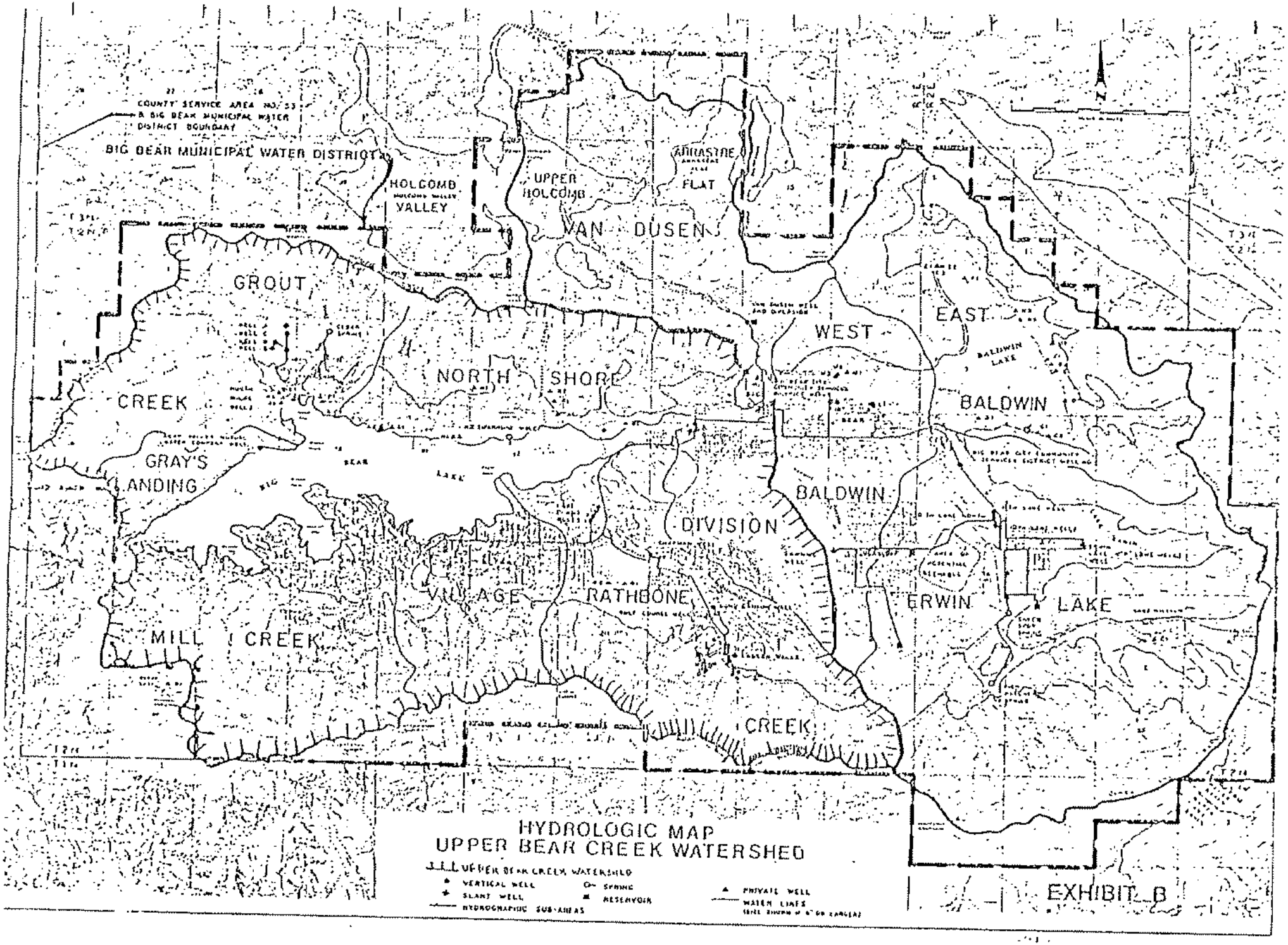
DONALD D. CLARK
ATTORNEY AT LAW
101 BUSINESS CENTER
DRIVE
IRVINE, CALIF. 92715



GENERAL LOCATION MAP

(ON BASE MAP COMPOSITED OF U.S.G.S. QUADRANGLE SHEETS)

EXHIBIT A


COUNTY SERVICE AREA NO. 53
& BIG BEAR MUNICIPAL WATER
DISTRICT BOUNDARY
BIG BEAR MUNICIPAL WATER DISTRICT
HOLCOMB VALLEY
UPPER HOLCOMB
ARRASTRE FLAT
VAN DUSEN
GROUT CREEK
NORTH SHORE
WEST
EAST
BALDWIN
GRAY'S LANDING
BEAR LAKE
BALDWIN
DIVISION
VILLAGE
RATHBONE
ERWIN
LAKE
MILL CREEK
CREEK
N
HYDROLOGIC MAP
UPPER BEAR CREEK WATERSHED
UPPER BEAR CREEK WATERSHED
VERTICAL WELL
SLANT WELL
HYDROGRAPHIC SUB-AREAS
SPRING
RESERVOIR
PRIVATE WELL
WATER LINES
EXHIBIT B

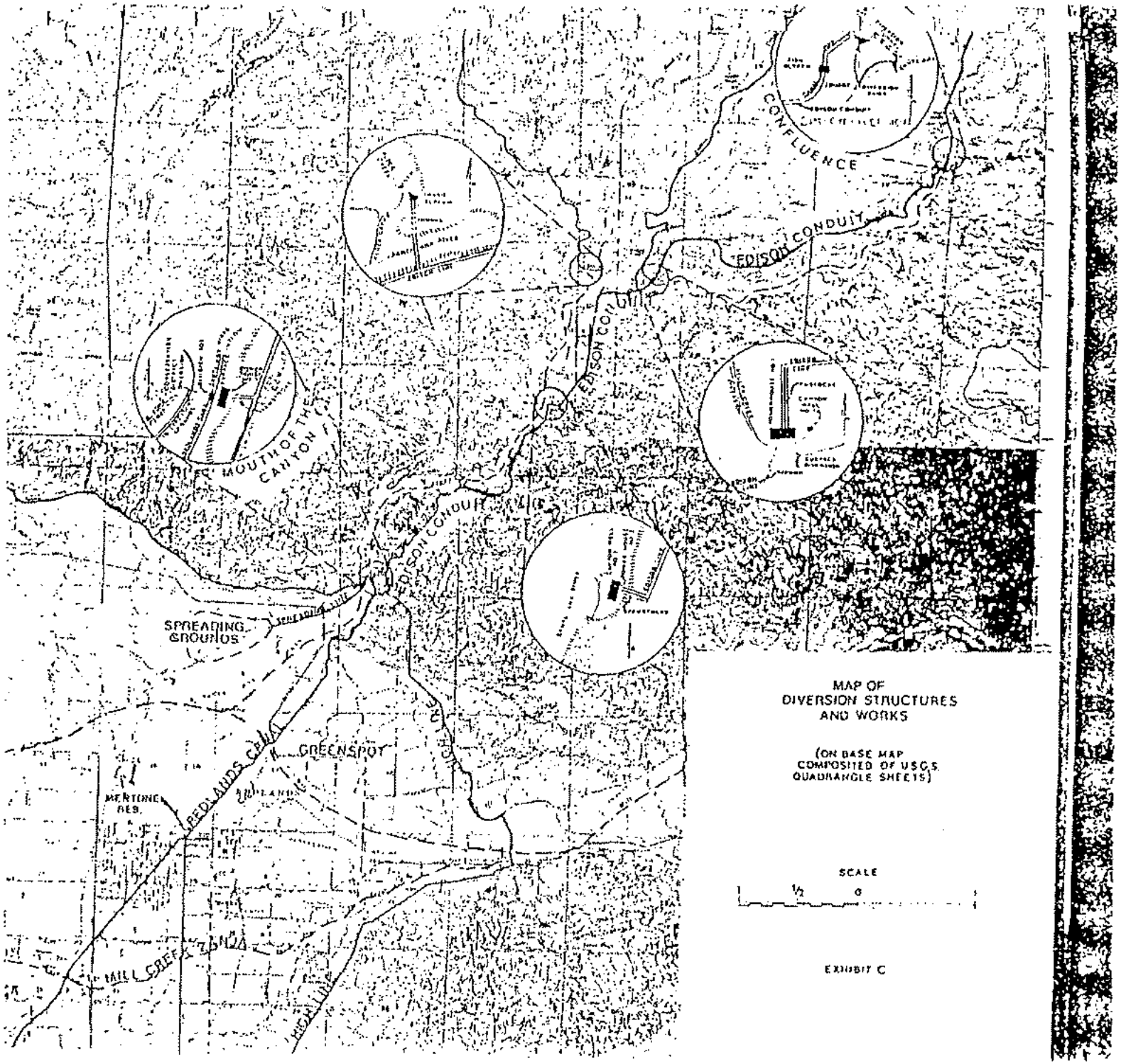

CONFLUENCE
EDISON CONDUIT
EDISON CONDUIT
MOUTH OF THE CANYON
EDISON CONDUIT
SPREADING GROUNDS
REDLANDS CANAL
GREENSPOT
MERTON RES.
MILL CREEK ZANJA
MAP OF
DIVERSION STRUCTURES
AND WORKS
(ON BASE MAP
COMPOSITED OF U.S.G.S.
QUADRANGLE SHEETS)
SCALE
½
0
1
EXHIBIT C

EXHIBIT "D"

WATERMASTER OPERATING CRITERIA

The following operating criteria shall guide and bind Watermaster in administering the provisions of this Physical Solution Agreement:

1. Basic Data. Watermaster shall accumulate basic data in the form of measurements or estimates of the following flows or hydrologic facts which Watermaster may determine to be necessary to maintenance of accounts required by the physical solution. In the accumulation of such data, Watermaster shall observe the following criteria:

(a) Lake Elevations. Monthly readings shall be taken on or about the first of each month of the elevation of the lake surface as shown on the gage located at the Dam.

(b) Lake Evaporation. Evaporation stations shall be strategically located in the vicinity of the lake and average monthly rates of evaporation shall be calculated therefrom.

(c) Precipitation. Average total rainfall in Upper Bear Creek Watershed shall be derived from weighted analysis of rainfall stations to be designated or established by Watermaster.

(d) Surface Flows.

(1) Natural Tributary Inflow to Lake. All

measurable or observable surface inflow to the lake from Upper Bear Creek Watershed shall be measured or estimated, directly or indirectly, and aggregated monthly.

(2) Non-tributary Diversions to Lake. Mutual currently causes waters of Siberia Creek Watershed to be diverted from Bluff Lake into Lake, and flood flows of Van Dusen Creek in Baldwin Lake Watershed to be similarly diverted. Such diversions of non-tributary waters, together with any additional such diversions shall be measured or calculated monthly and credited to the party causing such diversion. In the event Mutual desires to cease or abandon either its Bluff Lake or Van Dusen diversions, and District maintains or enlarges such flows at District's expense, such flows shall be credited to District's account in calculating water in storage vis-a-vis Mutual. In such event, accounting for such flows, for purposes of Basin Make-up Water obligations, shall depend upon whether the waters diverted are naturally tributary to the Santa Ana River or not.

(3) Dam Releases. All intentional releases of water through the Dam shall be continuously measured and recorded.

(4) Dam Spills. Any spills of water over the Dam shall be measured or estimated and recorded monthly.

(5) Dam Leakage. All leakage through the dam shall be measured or estimated and a correlation between leakage and lake elevation shall be developed if possible.

(6) Santa Ana River at the Confluence with Bear Creek shall be calculated.

(7) Bear Creek at the Confluence with Santa Ana River shall be calculated.

(8) Santa Ana River at the Mouth of the Canyon shall be measured and average daily flows recorded. (This is currently being maintained by U.S.G.S.)

(e) Canyon Subsurface Diversions. Average subsurface diversions at Canyon Wells #1 and #2 shall be recorded monthly.

(f) Diversions at Mouth of the Canyon. Monthly quantities diverted at the Mouth of the Canyon shall be separately measured and recorded for diversions to

(1) High Line

(2) Redlands Canal

(3) North Fork Canal

(4) Edwards Canal

(5) Conservation District Spreading Grounds.

(6) Amount not diverted.

(g) In Lieu Water Deliveries shall be separately recorded as to place of delivery into Mutual's system, monthly quantity and type of source, i.e., whether from

(1) Mutual's wells

(2) Third party wells

(3) Exchange Water, or

(4) Direct Delivery of State Project Water.

(h) New Water Use by Mutual's Shareholders in Upper Santa Ana River Watershed, by reason of location of additional shares in said area, shall be accumulated monthly and recorded.

(i) Additional Points of Measurement as determined from time to time to be necessary, in the opinion of Watermaster.

2. Determinations and Calculations. Based upon the foregoing basic data, Watermaster shall make the following determinations and calculations:

(a) Net Monthly Lake Inflow shall be determined, together with its components of:

(1) Natural inflow and precipitation on the Lake, plus

(2) Diverted non-tributary inflows by reason of

[a] Mutual's activity (i.e., Van Dusen Creek and Bluff Lake),

[b] District's activity (such as,

but not limited to, proposed Rathbone reclamation operation), less

(3) Export from Upper Bear Creek Watershed (i.e., BBAWA project).

(b) Monthly Evaporation shall be calculated for both

(1) Actual lake operations, and

(2) Mutual's Lake Water Operation.

(c) Monthly Releases shall be accumulated for both

(1) Actual lake operations, and

(2) In Lieu Water deliveries.

(d) Spills and Leakage shall be accumulated for

(1) Actual lake operations, and

(2) Mutual's Lake Water Operation.

(e) Monthly Change in Storage shall be calculated for

(1) Actual lake operations, and

(2) Mutual's Lake Water Operation.

(f) Area and Capacity Curve will be developed for the Lake under current conditions.

3. Accounts.

(a) Mutual's Water In Storage shall be determined as follows for each month:

Beginning storage

+ Total Inflow

- Import from Non-tributary sources by District

- Pumped groundwater introduced into Lake

+ Net Sewage Export from Upper Bear Creek Watershed

- In Lieu Water delivered

- Releases or uses by Mutual

- Spill chargeable to Mutual account

- Leakage chargeable to Mutual operation

- Evaporation charged to Mutual operation

= Mutual's month-end water in storage.

(b) District's Water in Storage. Any water actually in storage in excess of Mutual's water in storage, as calculated above, shall be for the account of District. So long as District has water in storage, all spills from the Lake shall be deemed District water.

(c) Basin Make-Up Water Account. Accounting for Basin Make-up Water Deficiency or Credit shall be pursuant to the following:

$$[(.50)(R_d) + (.51)(S_d) + (.50)(P_d)] - [(.50)(R_m) + (.51)(S_m)] = \text{Deficiency or Credit.}$$

Wherein:

R_m = Releases which would have been made under Mutual Operation.

S_m = Spill which would have occurred under Mutual Operation.

R_d = Releases actually made under District Operation.

S_d = Spill which actually occurred under District Operation.

P_d = In lieu water purchased by District from San Bernardino Valley MWD or the Management Committee of the Mill Creek Exchange and delivered under District Operation to Mutual for service area requirements.

4. Supplemental Inflow to Lake and Export from Upper Bear Creek Watershed. In accounting for water in storage in the Lake to Mutual's account and calculating District's obligation for Basin make-up water, the effect of certain existing and potential diversion and export practices must be accommodated.

(a) Supplemental Inflow. Whether inflow to the Lake is supplemented from surface streams, production of ground water, diversion of reclaimed water or otherwise, it shall be credited to the water-in-storage account of Mutual or District, in accordance with which party causes such inflow to be so supplemented. In the event an existing diversion by Mutual is enlarged or expanded by District, at its sole expense, an allocation of resulting flows shall be made by Watermaster.

Such supplemented inflow shall be accounted for in the calculation of District's Basin Make-up Water obligation depending upon whether the source of any such surface water was tributary or non-tributary to the Santa Ana River.

(b) Export from Upper Bear Creek Watershed. Conservation District has entered into an agreement with Big Bear Area Regional Wastewater Agency, County

Service Area No. 53, and the Big Bear Lake Sanitation District relating to the export of wastewater from the Santa Ana Watershed by said agencies. The agreement terminates on June 30, 1985.

In the event gross export from Upper Bear Creek Watershed to any area not tributary to the Santa Ana River exceeds gross import to the Santa Ana River Watershed within Upper Bear Creek Watershed, calculated inflow to the Lake shall be increased each year, beginning with the calendar year 1986 by the amount by which such gross export exceeds imports. If gross import exceeds gross export, said excess shall be credited against District's Basin Make-up Water obligation.

EXHIBIT "E"

THIS AGREEMENT, made this 23rd. day of May, 1905, by and between the Bear Valley Land and Water Company, a corporation party of the first part, and the North Fork Water Company, a corporation, and the undersigned, other than the said two corporations owners of water in the North Fork Ditch of the Santa Ana River, and Crum and Van Leuven Ditch, parties of the second part;

WITNESSETH: Parties of the second part are desirous of making an arrangement with the party of the first part whereby the supply of water available to said parties of the second part may be made certain and secure during the months of June, July, August, September, October and November, and are further desirous of increasing the present capacity of the said North Fork Ditch and completing the construction of the same,

NOW THEREFORE, Know all men by these presents;

I.

Parties of the second part agree that all their respective water, water rights and interests over and above the amount or quantity herein stipulated to be furnished and allowed to or attained by the parties of the second part may be perpetually held and enjoyed by the party of the first part for its use, benefit and disposal, subject to the terms and conditions of this agreement, and except as herein limited, it being expressly understood however, that each party of the second part retain the right to sell, convey, transfer, mortgage, pledge or otherwise dispose of his or its respective rights or interests in said water or water rights or in this agreement, subject also to the terms and conditions hereof.

II.

The parties of the first part agree to furnish and deliver to the parties of the second part continuously during the following months of each and every year hereafter the number of inches of water, under a four inch pressure, hereinafter mentioned, as allotted to each of said monthsrespectively, to-wit; June, Five Hundred (500) inches; July, Six Hundred (600) in inches;; August, Six Hundred (600) inches; September, Five Hundred and fifty (550) inches; October, Four Hundred and fifty (450) inches; November, Four Hundred (400) inches.

It being expressly understood and agreed that at the written request of a majority in interest of the parties of the second part, based upon their respective interests, in said water and water rights the amount to said months as above respectively allotted, may be changed for the current year in which said request is made, in the manner following, to-wit; If it is desired that the allowance as above set forth for any month be lessened, such diminution shall be allowed and the amount so diminished from any one month shall be added to some other of said months succeeding; provided that the allowance or addition so made shall not increase for any one month the amount of six hundred inches.

III.

It is understood and agreed that during the months of December, January, February, March, April and May, one-fourth of all the water flowing in the Santa Ana River at the point known as the Divide, (exclusive of water placed therein by parties of the first part) being the only place where the

waters of the North Fork and South Fork Ditches, so called, are divided, shall belong and be delivered to parties of the second part by parties of the first part. It being further understood and agreed that the surplus of all waters so apportioned to parties of the second part which is not required or desired to be used by parties of the second part, may be used by parties of the first part; always providing that parties of the second part shall be the sole judges of whether such surplus water is or is not required by them; all waste water at the end of the said North Fork Ditch shall belong to party of the first part. This stricken out by supplemental agreement

IV.

It is further understood and agreed that in the event of there being upwards of Thirteen Hundred (1300) inches of water in the said Santa Ana River at the point of 'Divide' aforesaid, in its natural flow exclusive of water therein placed by act of parties of the first part during the month of June of any year, then one-half of the surplus of said water shall belong and be delivered by party of the first part to parties of the second part and the division and allotment of surplus shall in no way affect or control the allotment of water hereinbefore specified under Caption II hereof, and shall be considered as and be wholly independent thereof.

This stricken out by supplemental agreement

V.

All division or allotment of water under this agreement as between party of the first part and the parties of the second part shall be measured and made at the point on the Santa Ana Canon or River hereinbefore referred to and known as the 'Divide'.

VI.

Parties of the second part agree within two years from

the date hereof to complete the Ditch of the North Fork Water Company by enlarging the same where not already paved and cemented and where not already of such capacity to a size sufficient to carry fifteen hundred (1500) inches of water, and by substantially cementing and paving such portions so to be enlarged aforesaid and to pay one-half of the expense of such enlargement, paving and cementing together with one-half of the expense of maintaining the said ditch when completed as aforesaid, and party of the first part hereby agrees to pay the other half of said expense.

VII.

On the execution of this agreement party of the first part agrees to pay the parties of the second part the sum of Two Thousand ($2000) Dollars, and on the first day of January, 1886, the further sum of Two Thousand ($2000) Dollars as a consideration for the half interest in the said North Fork Ditch mentioned. By the North Fork Ditch is meant the main ditch commencing at or near the 'Divide' aforementioned, and extending to Raven corner and as described in Articles of Incorporation of North Fork Ditch Company.

VIII.

It is further understood and agreed that until said ditch shall be enlarged to a capacity of Fifteen Hundred (1500) inches as hereinbefore stated, no greater amount of water shall be allowed to flow into or through said ditch by party of the first part than twelve hundred (1200) inches without the written consent of a majority of the water interests of parties of the second part.

IX.

The capacity of said ditch may be at any time hereafter

increased beyond said fifteen hundred (1500) inches by either party of the first part or parties of the second part, in which event the expense of said enlargement may be borne in equal proportions by the parties hereto, and in that event said parties shall be entitled to share equally in the use and enjoyment of said increased capacity. In the event however, that either of the parties hereto shall fail or refuse to unite with the other of said parties in effecting said increase of capacity, or in promptly paying one-half of the expenses of making the same, then and in that case the parties so failing or refusing shall not be entitled to the use or enjoyment of said increased capacity or of any of the benefits thereof.

X.

It is understood and agreed that substantially one-half of all water taken from the Santa Ana River aside from that which may be supplied from the Bear Valley Reservoir shall at all times flow in said North Fork Ditch.

XI.

It is further understood and agreed that the party of the first part shall be under no obligation to furnish water to parties of the second part as hereinbefore provided until on and after June 1st, 1886. And that until said date all the water of said River which parties of the second part have used, or to which they have been entitled prior to the date hereof shall be used as heretofore and in the same proportions irrespective of the allotments mentioned under this agreement.

XII.

Each individual of the parties of the second part agrees

for himself and itself and his and its successors in interest respectively to contribute and pay the proportions of the expenses necessary to carry out and fulfill so much of this agreement as is to be carried out, fulfilled or performed by or on the part of the parties of the second part in proportion to the interest or shares of parties of the second part in the said water rights, ditches or privileges owned by each of said parties of the second part in said North Fork Ditch and water right.

For the purpose of equitably adjusting and distributing the division of the expenses aforesaid for the construction and maintainance of said North Fork Ditch among the owners thereof, parties hereto of the second part among themselves, said ditch shall be considered in two sections; one from the divide aforesaid down to and including the head or distributing gate of the Crum Ditch known as section one; and the other from said head or distributing gate of the Crum Ditch to the end of said North Fork Ditch, known as section two.

Those using water or drawing water from any portion of said North Fork Ditch shall pay in proportion to their respective rights or shares in and to said ditch, water or water privileges for the expenses of constructing or repairing of said section one, and those using water in or from section two of said ditch shall pay according to their respective shares or rights in said ditch, water or water privileges for the construction and repair of said section.

XIII.

If at any time the party of the first part shall fail to

comply with the terms and conditions of this agreement in furnishing and delivering water to the parties of the second part or their successors in interest, then it shall forfeit all right, franchises, privileges and interest derived from parties of the second part, under and by virtue of this agreement, and all rights, franchises and privileges or interests hereby conceded to it by said parties of the second part, or created in pursuance of the terms hereof, may be resumed and retained by said parties of the second part, the same as if this agreement had not been made. And all rights and interests of said party of the first part to the said North Fork Ditch shall cease and determine. But a temporary failure or interruption of not more than ten days after said party of the first part has received written notice thereof from said parties of the second part, resulting from unforeseen or unexpected accident not attributable to the negligence or fault of the party of the first part shall not be considered such a failure as to work such forfeiture— it being the intention not to favor or take advantage of mere technical breaches of this agreement, but that the same shall receive a fair and liberal construction to promote substantial justice and fair dealing between the parties hereto.

XIV.

In all matters or things to be acted upon or done or decided by or concerning the affairs, conduct, management or interest of the parties of the second part under this agreement; A majority in interest of said parties of the second part shall control.

XV.

The parties of both parts (that is, each part) are each to have an equal voice in the construction, management and repairs of said ditch, and if they cannot agree in respect to such matters or any of them, then each party shall select a referee to decide such matters of difference; with power to said referees in case of a disagreement between them to select an umpire or third person, and a decision of a majority of said referees so selected shall be binding upon the parties hereto.

XVI.

It is understood and agreed by all the parties hereto that time is of the essence of this agreement — but if from act of God or any unforeseen accident, elemental or otherwise, not attributable to the negligence or default of party of the first part whereby their dam or other works for the supply of water may be temporarily destroyed or injured; then in event that all of the natural flow of the water of the Santa Ana River and its tributaries to which parties of the second part may be entitled independent of this agreement, be permitted by party of the first part to flow down to the "Divide" of the North Fork and South Fork Ditches, - then no damages or forfeiture is to ensue.

XVII.

It is further agreed by party of the first part that in event of said party increasing the capacity of said North Fork ditch beyond fifteen hundred (1500) inches and conducting a greater amount of water therein than said number of inches an any breakage or damage to said ditch or any part thereof shall be caused attributable to said increased flow - then said party of the first part is at its own expense to immediately

repair said ditch and to pay all of said damages.

IN WITNESS, WHEREOF, the parties hereto sign their respective names this 23 day of May 1885.

L. C. Waite, A. M. Aplin, Mrs. D. C. Randall, Geo. Miller, Th. C. Waite, Proxy, C. R. Wilke by N. Laycock, Proxy, Nelson Laycock, John Stone by R. F. Cunningham, Proxy, R. F. Cunningham, D. A. Coddington by R. F. Cunningham, Proxy, R. F. Cunningham, Dodd Dwyer, S. F. Crow by W. F. Crow, L. E. Rice, W. R. and T. S. Ingham.

John Cheny,
Wm. H. Cheny,
Seth Marshall
} By their Attorney in Fact
H. M. Willis.

G. W. Beattie, Mrs. Anjelica Beattie by G. W. Beattie, Proxy, M.M. Strong by G. W. Beattie, Att'y in Fact, Jown W7 Downs, A. R. Crier, R. B. Possenden, C. K. Mattison, M. Cleghorn, L. F. Cram, J. C. Weeks, H. J. Quinan, Christian Kurtz, Mary Ely, F. H. Cavalier,

(SEAL)

North Fork Water Company
By L. C. Waite, President
G. W. Beattie, Secretary.

State of California
County of San Bernardino
} SS.

On this 23d day of May, one thousand eight hundred and eighty-five, before me H. Conner, Court Commissioner in and for the said County of San Bernardino, Personally appeared L. C. Waite and G. W. Beattie, known to me to be the President and Secretary respectively of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

EXHIBIT "E"

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in the said County of San Bernardino, the day and year in this certificate first above written.

(SEAL)

H. Conner,
Court Commissioner.

Bear Valley Land and Water Company,

(SEAL) By J. G. Hart, President.

E. A. Holt, Secretary.

State of California } SS.
County of San Bernardino }

On this 23d day of May, one thousand eight hundred and eighty five, before me, H. Conner, Court Commissioner in and for the said County of San Bernardino, personally appeared J. G. Hart, and E. A. Holt, known to me to be the President and Secretary respectively of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in said County of San Bernardino the day and year in this certificate first above written.

(SEAL)

H. Conner,
Court Commissioner.

EXHIBIT "E"

This supplemental agreement made this 27th day of June 1895 by and between the North Fork Water Company of the one part and the Bear Valley Land and Water Company of the other part, all of San Bernardino County, State of California, with intent to modify and render more definite and certain a certain contract heretofore made between said parties and other owners of the North Fork Water Ditch and Right.

WITNESSETH: That it is understood and agreed that section four of said agreement of May 23, 1895, be, and the same is hereby stricken out, cancelled and declared of no force and effect.

It is also understood, covenanted and agreed by the said Bear Valley Land and Water Company to and with the said North Fork Water Company and other owners of and in the North Fork Ditch, not members of said corporation, that during the months of June, July, August and September of each year the parties of the second part in said agreement of May 23, 1895, shall have the right to pass over or draw back any amount of water they may designate from any month to any month of either of their aforesaid months, not exceeding the limit of six hundred inches in any one month and the aggregate amount of water for said four months shall not exceed twenty-two hundred and fifty inches.

The last clause of section three of the agreement of May 23, 1895, in reference to waste water is stricken out.

This agreement is intended to embrace all parties drawing water through the North Fork Ditch, and especially the portion of said water belonging to the Crane and Van Leuven Ditch.

And subject to the modification herein contained all

EXHIBIT "E"

other provisions of said agreement of May 22nd, 1885, are in full force and effect.

In Witness Whereof, the respective parties hereto have set their hands and seals this day and year first above written.

North Fork Water Company,

(SEAL) By L. C. Waite, President.

C. W. Beattie, Secretary.

Bear Valley Land and Water Company,

(SEAL) By J. S. Burt, President.

E. A. Holt, Secretary.

State of California, }
County of San Bernardino, } ss.

On this 27th. day of June, one thousand eight hundred and eighty-five before me, E. N. Morse, a Notary Public in and for the said County of San Bernardino, personally appeared L. C. Waite and C. W. Beattie, respectively President and Secretary of the North Fork Water Company and J. S. Burt and E. A. Holt respectively President and Secretary of the Bear Valley Land and Water Company, personally known to me to be the persons described in and the respective officers of the corporations that executed the within instrument, and acknowledged to me that such corporations executed the same. In Witness Thereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(SEAL)

E. N. Morse,

Notary Public.

EXHIBIT "E"

This Memorandum, made this 27th day of February, A. D., 1906, between the undersigned of the shareholders in the South Fork Ditch of the Santa Ana River, Sunnyside Division, parties of the first part, and the Bear Valley Land and Water Company, a corporation, party of the second part witnesseth:

Whereas parties of the first part and their co-owners in the said ditch above named are the owners of the right to use all of the half of the flow of the Santa Ana River divided at the point in the mouth of the Santa Ana Canon commonly known as the divide, and are desirous of making an arrangement with party of the second part thereby the supply of water available to parties of the first part, may be made certain and secure during the months of May, June, July, August and September and October.

Now Therefore, know all men by these presents, I. That parties of the first part agree that all of their respective water water-rights and interests in such water and ditches hereinbefore mentioned over and above the amount or quantity herein stipulated to be furnished and allowed to or retained by said parties of the first part may be perpetually held and enjoyed by party of the second part for its use, benefit and disposal subject to the terms and conditions of this agreement and except as herein limited; it being expressly understood however that each party of the first part retains the right to sell, convey, transfer, mortgage, pledge or otherwise dispose of his respective right or interests in said water or water rights or in this agreement subject also to the terms and conditions hereof.

II. The party of the second part agrees to furnish and de-

liver to parties of the first part continuously through the following named months of each and every year hereafter the number of inches of water under a four inch pressure hereinafter next mentioned as alloted to each of said months respectively, to-wit:

May	466-2/3	inches.
June	466-2/3	inches.
July	466-2/3	inches.
August	466-2/3	inches.
September	466-2/3	inches
October	466-2/3	inches

It being expressly understood and agreed that upon the written request of a majority in interest of the parties of the first part based upon their respective interests in said water and water-rights, the amounts to said months above respectively alloted may be changed for the current year in which said request is made in the manner following, to-wit:

If it be desired that the allowance as above set forth for any of said months be lessened, such a diminution shall be allowed and the amount so diminished from any one month shall be added to some other of said months designated by parties of the first part, provided that the allowance or addition so made shall not increase for any one month the amount to more than six hundred (600) inches, such request to be made in writing to party of second part on or before April 20th of such year.

III. The party of the second part agrees to furnish and deliver to parties of the first part continuously through the following named months, three hundred (3000 inches of

water measured under a four (4) inch pressure, to-wit; November, December, January, February, March of each and every year hereafter; provided that in case in any such months in any year it is found that there is flowing in said river at the divide a greater quantity of water than six hundred inches going to parties of the second part by the terms of this contract, then one half of the excess above six hundred inches up to and making a maximum of six hundred inches going to parties of the first part, shall be added to and be furnished to parties of the first part for such three hundred inches for any of such months and on the other hand; if it is found that there is flowing in said river at the divide a less quantity of water than six hundred inches going to parties of the second part by the terms of this contract, then one half of such deficiency shall be deducted from three hundred inches and the remainder only shall be for such months furnished to parties of the first part.

IV. It is understood and agreed that a quantity of water taken from the Santa Ana River aside from that which may be supplied from the Bear Valley reservoir substantially the same as that which has heretofore ordinarily flowed through the ditch of parties of the first part shall at all times hereafter flow through said ditch or such other ditch as may be constructed in lieu thereof.

V. It is further understood and agreed that the party of the second part shall be under no obligation to furnish water to parties of the first part as hereinbefore provided until on and after June 1st, 1886, and that until said date all the water of said river which parties of the first part have used, or to which they have been entitled prior to the date hereof,

EXHIBIT "B"

shall be used as heretofore and in the same proportions irrespective of the allotments mentioned under this agreement.

VI. It is further understood and agreed that party of the second part shall bear the whole cost and expense of constructing any ditch, or continuation, extension or enlargement of any ditch that may be built in lieu of addition to or in connection with the whole or any part of the ditch of parties of the first part and shall further keep said ditch in good repair and condition at its own cost and expense.

VII. If at any time party of the second part shall fail to comply with the terms and conditions of this agreement in furnishing and delivering water to the parties of the first part or their successors in interest, in that event, it shall forfeit all rights, franchises, privileges and interests derived from parties of the first part under and by virtue of this agreement and all rights, franchises, and privileges and interests hereby conceded to it by said parties of the first part or created in pursuance of the terms hereof may be reclaimed and retained by said parties of the first part the same as if this agreement had not been made, and all rights and interests of said party of the second part in the said ditch of parties of the first part shall cease and determine, and further, in the event of such failure on the part of the party of the second part and of the forfeiture hereinbefore provided for in case party of the second part shall have constructed any ditch in lieu of the whole or any portion of the ditch of parties of the first part, or shall have improved or increased the same, then and in that event parties of the first part are hereby granted the right to purchase such new or increased or

improved ditch constructed or to be constructed in lieu of their old ditch or any part thereof as aforesaid, if such purchase seems to them expedient upon the basis and at a price to be fixed as follows; to-wit: Parties of the first part and party of the second part shall each respectively appoint a disinterested person to act as an appraiser and in the event of said appraisers failing to agree, the two appraisers thus appointed shall select a third person to act with them as appraiser, and in the event of their failing to agree upon such third person, the Judge of the Superior Court of the County of San Bernardino may appoint such person, and a decision of the majority of said appraisers shall control in the event that said ditch so proposed to be purchased as aforesaid shall be of a capacity no greater than that required to ~~maxmx~~ convey two thousand (2000) inches of water measured under a four inch pressure; said appraisers shall view said ditch and determine its actual value at the time of such examination and shall report the result of their determination in the matter in writing within ten (10) days thereafter to the parties hereto or their assigns, and in the event of said ditch being of a capacity to convey more than two thousand (2000) inches of water measured under a four (4) inch pressure then said appraisers in making their estimate shall disregard the excess of capacity over two thousand (2000) inches, and shall appraise said ditch at the price that a ditch with a ~~~~ capacity of no more than two thousand (2000) inches similarly constructed and in like repair would be reasonably worth.

And in either event, the parties hereto bind themselves, their heirs, executors, administrators, assigns and succes-

sors, to abide by the decision of said appraisers or a majority of them in the premises.

In case however, the forfeiture of the right of party of the second part as hereinbefore set forth, parties of the first part do not elect to purchase said ditch as hereinbefore provided, then, and in that event, it is understood and agreed that said parties of the first part shall have and they are hereby granted a perpetual right of way through such ditch for the conveyance of 600 inches of water; the excess over 600 inches of capacity of such ditch to belong to parties of second part.

It is further understood and agreed in regard to the matter of forfeiture hereinbefore referred to that a temporary failure or interruption in the performance of the condition and agreements herein stipulated as by party of the second part to be kept and performed if for not more than ten (10) days after party of the second part has received written notice thereof from parties of the first part resulting from unforseen or unexpected accident not attributable to the negligence or fault of party of the second part shall not be considered such failure as to work such forfeiture; it being the intention of all the parties hereto not to favor or take advantage of mere technical breaches of this agreement, but that the same shall receive a fair and liberal construction to promote substantial justice and fair dealing between the parties hereto.

VIII. In all matters or things to be acted upon or done or decided by or concerning the affairs, conduct, management or interests of parties of the first part under this agreement,

d/majority in interest of said parties of said parties of the first part shall control.

IX. It is understood and agreed by all the parties hereto that time is of the essence of this agreement; but if from the act of God, or any unforseen accident elemental or otherwise not attributable to the negligence or default of the party of the second part whereby its dam or other works for the supply of water may be temporarily destroyed or injured, then in the event that all the natural flow of the water of the Santa Ana River and its tributaries to which the parties of the first part may be entitled, independent of this agreement, be permitted by party of the second part to flow down to the divide with the Redlands ditch at the place commonly known as the Sycamore Tree, then no damage shall be claimed or forfeiture ensue.

X. It is further understood and agreed that party of the second part shall permit no trespass upon, nor interference with the right of parties of the first part in or to any of the waters of the Santa Ana River during the time that this contract shall remain in force and that said party of the second part may take such prompt steps by litigation, or otherwise lawfully and which the particular exigency may require to prevent any infringement by third parties upon the rights of parties of the first part, or any of them, in or to any of said water.

And it is further understood and agreed that in the event of the failure of party of the second part to take such necessary steps for the purposes aforesaid parties of the first part hereby reserve to themselves the right to proceed in

their own manner and behalf in said matter in such way as to them seems most advisable for the abatement or prosecution of such trespass or interference, anything in this contract to the contrary notwithstanding.

XI. All division or allotment of water under this agreement as between parties of the first part and party of the second part shall be measured and made at the divide, so called, between the ditch of parties of the first part and the Redlands Ditch at or near the point commonly known as the Sycamore Tree

In Witness Whereof the parties hereto have hereunto interchangeably set their hands and seals the day and year first above written.

	Shares.	
I.D.R.Stillman,	52	(Seal)
Seal. J. Hayes,	1	(Seal)
T. C. Starr,	1-1/2	(Seal)
A. L. Park,	1	(Seal)
D. B. Alverson,	1	(Seal)
D. M. Balch,	8	(Seal)
E. C. Judson, by his attorney in fact, F. E. Brown,		
F. E. Brown,	10	(Seal)
E. A. Holt,	5-1/2	(Seal)
Mrs. Mary Hopkins,	5	(Seal)
L. C. Haight,	5	(Seal)
James Garrison,	5	(Seal)
Geo. A. Cook,	1-3/4	(Seal)
F.A.Forund by C.A.Cook, Atty in fact 1		(Seal)
D.J.Abbott by J.C.Reeves, Atty in fact 1-1/2		
August M. S. Kelley,	2-1/2	
Joseph S. Hale,	2	(Seal)

EXHIBIT "F"

E. P. Ball,	2
J. B. Clover,	2-1/2
Israel Heal,	4-3/4
Redlands Water Company,	50
By David Morey, President	
J. S. Edwards, Secy.	
R. E. Smith,	4
Truman Reeves,	1
D. L. Clark,	1
Wm. and E. Leindenberg,	4-1/2
Wm. H. Reeves and R. A. Reeves,	3
Mrs. Germlit (May)	1
W. C. Butler,	3-1/2
L. Fegler,	1
Ben Barton,	15
D. L. Adams and Julia and T. Adams	4
E. E. Booth,	1/2
C. E. Thompson by E. E. Booth	1/2
Mrs. Jane D. Hale,	1
Lugonia Fruit Packing Co.,	
by Geo. A. Cook, President,	1
2nd Congregational Church of San Bernardino at Lugonia by Geo. A. Cook, Prest Board Trustees	1/4
Mrs. A. M. Tichenor	3
E. I. Fullerton,	1/2
A. Elliot Paine,	1
Lugonia Fruit Growing and Packing Company by Henry M. Robinson, Prest and Charles W. Sumner, Treasr.	20
A. F. Jones,	1/2

EXHIBIT "F"

John Aikon Preston,	3
G. W. Chadwick,	1
H. H. Dunham,	1
Chas Frank Day,	1/2
H. Clarence Eddy,	2
Sara Hughey Eddy,	
Mira Hughes,	1
Charles H. Morse,	2
D. A. Shaw,	11-1/2
L. N. Shaw,	2
N. J. Fullerton,	1
Frank Hinkley,	21
Wm. R. Tolles,	41-1/2
C. P. Serrors,	3
C. H. Lathrop,	1-1/2
W. W. Camp,	1/4
H. M. Gonsalves	
C. A. Shaw,	2
William Gregory,	1
Bear Valley Land and Water Co.	300.5 shares of total 375
by Jas. G. Burt, Prest.	(Corporate) (Seal)
A. Holt, Secy.	

A full, true and correct copy of the original Recorded at the request of J. G. Burt, Sept. 5th A.D. 1887, at 4:35 o'clock P.M.

Legare Allen,

County Recorder,

By O.J.Troen, Deputy.

EXHIBIT "F"

STATE OF CALIFORNIA,)
) SS.
COUNTY OF SAN BERNARDINO.)

I, LEGARE ALLEN, County Recorder of said county, hereby certify the foregoing to be a full, true and correct copy of the Agreement between I. D. B. Stillman, et al, and the Bear Valley Land and Water Company, as recorded in Book I of Agreements, page 315, Records of San Bernardino County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of September, A.D. 1908. (Seal)

Legare Allen, County Recorder.

By W. M. Winkler, Deputy.

EXHIBIT "F"

Original Filed

FEB 7 1977

V. Dennis Wardle
County Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

BIG BEAR MUNICIPAL WATER DISTRICT, Plaintiff, v. NORTH FORK WATER COMPANY, et al., Defendants.	No. 165493 ORDER APPOINTING WATERMASTER

Paragraph 14 of the Judgment herein provides for the appointment of a Watermaster Committee, consisting of representatives nominated by District, Conservation District and Mutual. Court, having received and filed the nominations by said parties, and good cause appearing,

IT IS HEREBY ORDERED that the following representatives be, and they are hereby appointed for the term and pursuant to the conditions SPECIFIED IN said Paragraph 14 of the Judgment, as the Watermaster Committee for purposes of administration of the Judgment and physical solution pursuant to this Court's continuing jurisdiction and subsequent orders:

CLAYSON, ROTHROCK & MANN
EUGENE A. NAZAREK
601 South Main Street
Corona, California 91720
Telephone: (714) 737-1910

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

BIG BEAR MUNICIPAL WATER DISTRICT, Plaintiff, v. NORTH FORK WATER COMPANY, et al., Defendants.	No. 165493 NOTICE OF WITHDRAWAL OF SPECIAL COUNSEL FOR PLAINTIFF

PLEASE TAKE NOTICE that DONALD D. STARK, special counsel for Plaintiff herein, hereby withdraws as counsel of record for purposes of the Court's continuing jurisdiction. Co-counsel of record

CLAYSON, ROTHROCK & MANN
EUGENE A. NAZAREK
601 South Main Street
Corona, California 91720
Telephone: (714) 737-1910

who are general counsel for Plaintiff District, will remain as sole counsel of record for said party.

DATED: February 14, 1977.

Donald D. Stark

STARK
AT LAW
CENTER
CAL. 92715

PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years and not a party to the within-entitled action; my business address is 2061 Business Center Drive, Irvine, California 92715. On February 15, 1977, I served the within Notice of Withdrawal of Special Counsel for Plaintiff on the Defendants in said action, by placing a true copy in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California, addressed as follows:

Mr. James Edwards
Surr & Hellyer
599 Arrowhead Avenue
San Bernardino, Calif. 92412

Mr. Denslow Green
Green & Green
P. O. Box 1018
Madera, Calif. 93637

Mr. Richard A. Mulligan
323 Court Street
San Bernardino, Calif. 92401

Mr. Edwin B. Hales
Hales & Hales
Box 188
Redlands, Calif. 92373

Mr. Edward F. Taylor
Welebir, Brunick & Taylor
Box 351
San Bernardino, Calif. 92402

Mr. Thomas Gilfoy
Southern California Edison Company
P. O. Box 800
Rosemead, California

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed on February 15, 1977, at Irvine, California.

Judy Patton

IN THE COURT OF APPEAL

FOURTH APPELLATE DISTRICT, DIVISION TWO

STATE OF CALIFORNIA

BIG BEAR MUNICIPAL WATER DISTRICT,

Plaintiff and Petitioners,

v.

NORTH FORK WATER COMPANY, et al.,

Defendants and Respondents.

STIPULATION FOR ABANDONMENT AND

DISMISSAL OF APPEAL

GREEN & GREEN
P. O. Box 1019
Madera, California 93637
(209) 674-5656

Attorneys for Respondent
North Fork Water Company

DONALD D. STARK
2061 Business Center Drive
Irvine, California 92715
(714) 752-8971

Attorney for Appellant
Big Bear Municipal Water District

HALES & HALES
P. O. Box 188
Redlands, California 92373
(714) 793-5481

Attorneys for Respondent
Lugonia Water Company

SURR & HELLYER
599 Arrowhead Avenue
San Bernardino, California 92412
(714) 884-4704

Attorneys for Respondent
Bear Valley Mutual Water Company

WELEBIR, BRUNICK & TAYLOR
P. O. Box 351
San Bernardino, California 92402
(714) 885-6838

Attorneys for Respondent
Redlands Water Company

RICHARD A. MULLIGAN
323 Court Street, Suite 201
San Bernardino, California 92401
(714) 884-2191

Attorney for Respondent
San Bernardino Valley Water
Conservation District

STIPULATION FOR ABANDONMENT AND

DISMISSAL OF APPEAL

RECITALS:

This action is pending on appeal from judgment entered on an order sustaining a demurrer to the amended complaint, without leave to amend.

Pending this appeal, the parties have succeeded at negotiating an agreed solution to the several lawsuits and disputes which have heretofore existed between them.

It is the purpose of this stipulation to obtain an order of this Honorable Appellate Court dismissing the appeal and issuing a remittitur forthwith, with each party to bear its own costs on appeal.

STIPULATION:

IT IS HEREBY STIPULATED by and between the parties hereto that the appeal herein is abandoned and dismissed and that this Honorable Appellate Court may enter its order remitting this matter forthwith to the Superior Court of the State of California, for the County of San Bernardino, with each party to bear its own costs on appeal.

Dated: January 19, 1977.

Donald D. Stark
Special Counsel for Big Bear Municipal Water District

SURR & HELLYER

By _____

Attorneys for Respondent Bear Valley Mutual Water Company

GREEN & GREEN

By _____

Attorneys for Respondent North Fork Water Company

HALES & HALES

By _____

Attorneys for Respondent Lugonia Water Company

WELEBIR, BRUNICK & TAYLOR

By _____

Attorneys for Respondent Redlands Water Company

_____

Attorney for Respondent San Bernardino Valley Water Conservation District

Langdon W. Owen
2061 Business Center Drive
Suite 203
Irvine, California 92715
(714) 752-9082

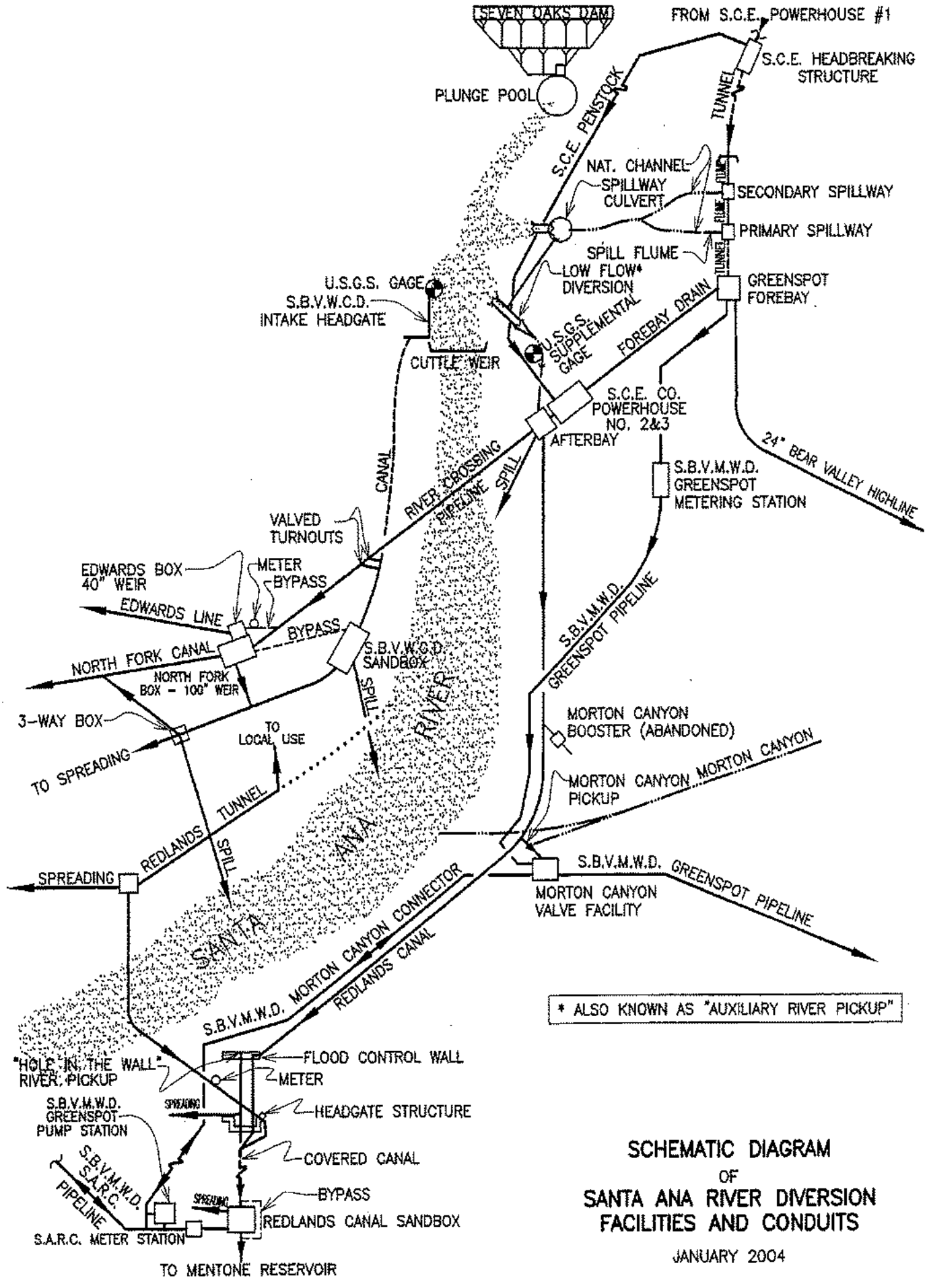
Horace P. Hinckley
101 East Olive Street
Redlands, California
(714) 793-4901

William J. Hiltgen
303 Brookside Avenue
Redlands, California 92373
(714) 793-2503

DATED: February 4, 1977.

JOSEPH B. CAMPBELL
Judge of the Superior Court

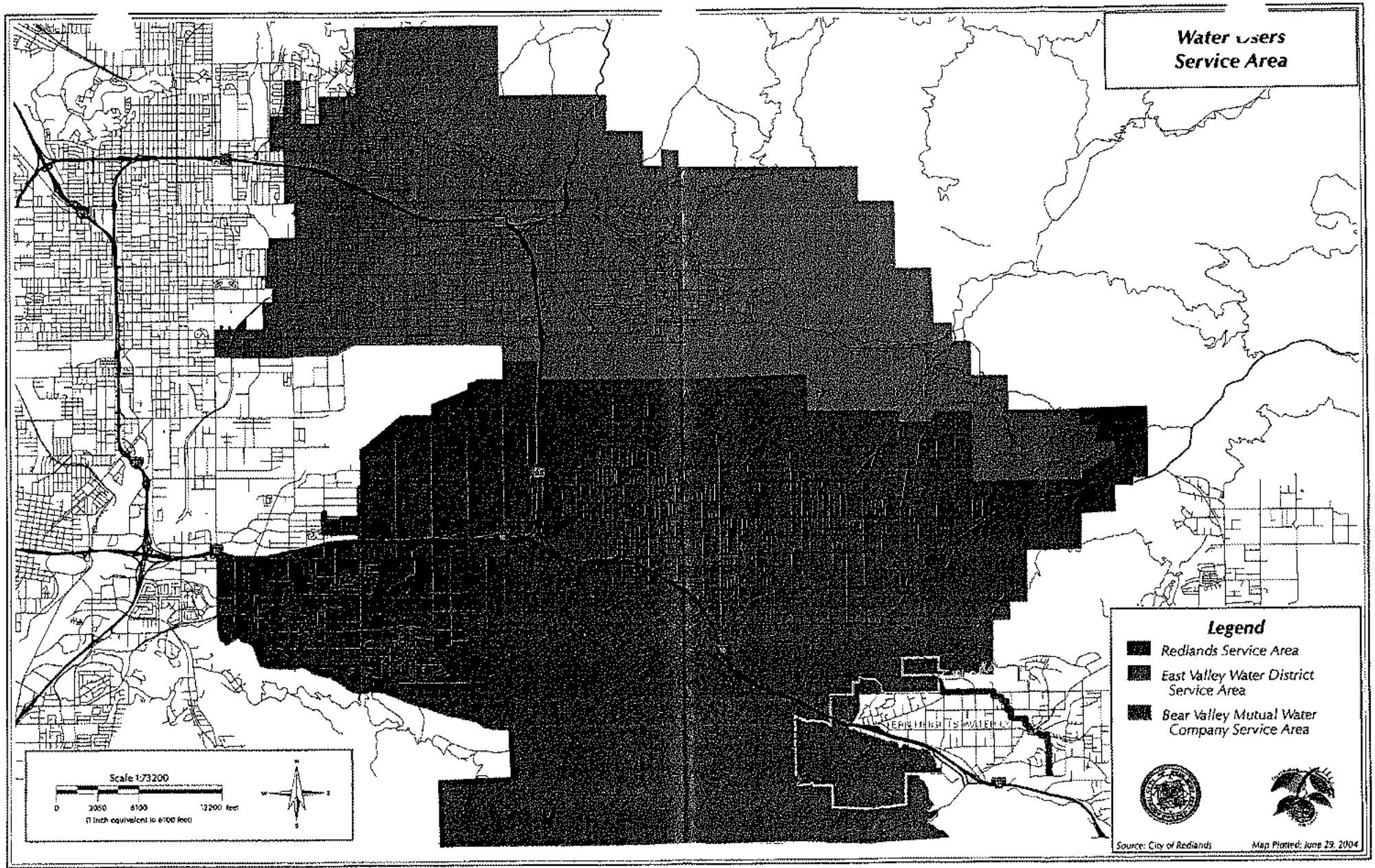
EXHIBIT D



SCHEMATIC DIAGRAM
OF
SANTA ANA RIVER DIVERSION FACILITIES AND CONDUITS

JANUARY 2004

EXHIBIT E


Water Users
Service Area
Legend
Redlands Service Area
East Valley Water District
Service Area
Bear Valley Mutual Water
Company Service Area
Scale 1:73200
0 3050 6100 12200 feet
(1 inch equivalent to 6100 feet)
N
W
E
S
Source: City of Redlands
Map Plotted: June 29, 2004
W.O.#: 374

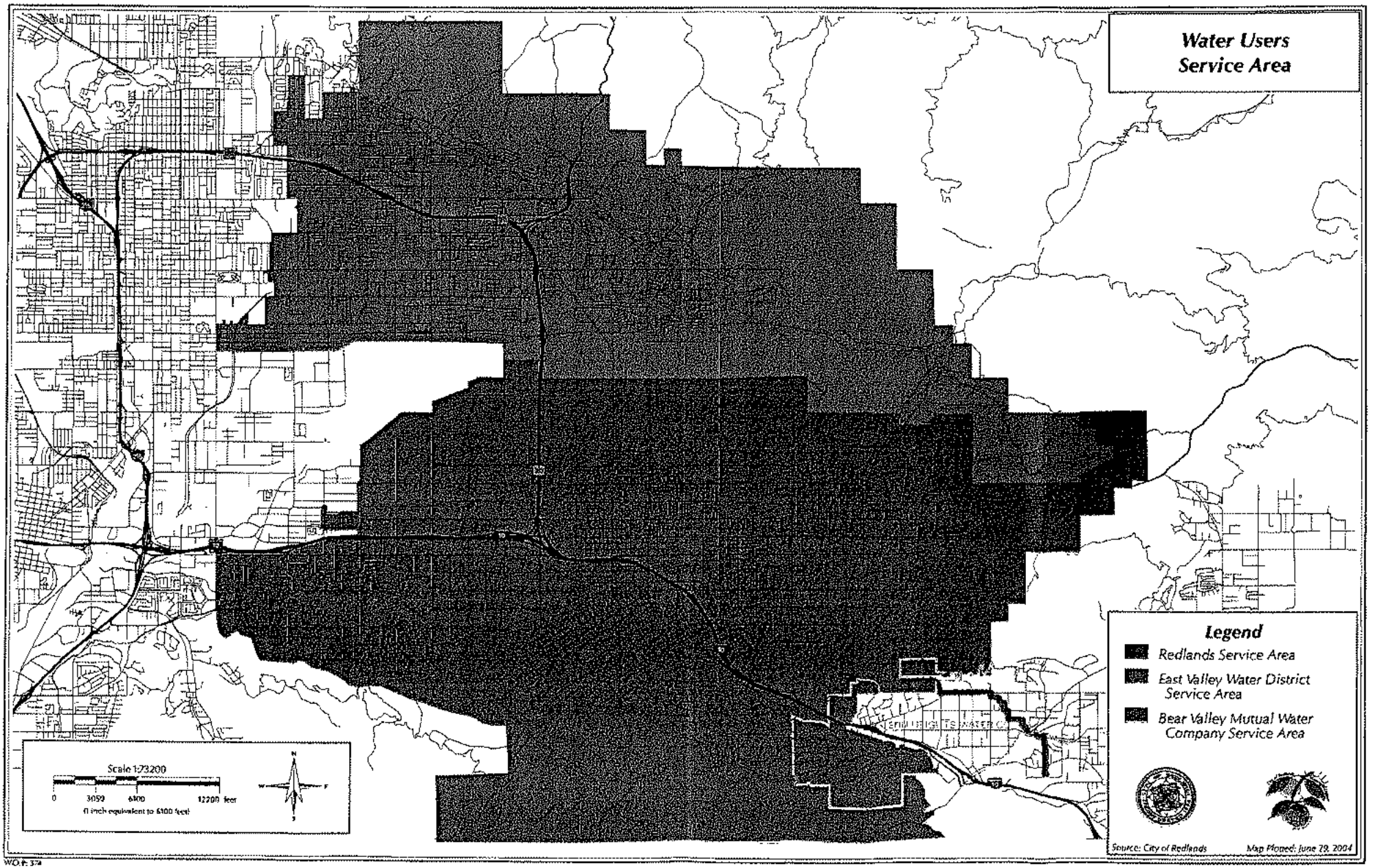

Water Users
Service Area
Legend
Redlands Service Area
East Valley Water District
Service Area
Bear Valley Mutual Water
Company Service Area
Scale 1:73200
0 3050 6100 12200 feet
1 inch equivalent to 6100 feet
N
W E
S
Source: City of Redlands
Map Moved: June 29, 2004

EXHIBIT F

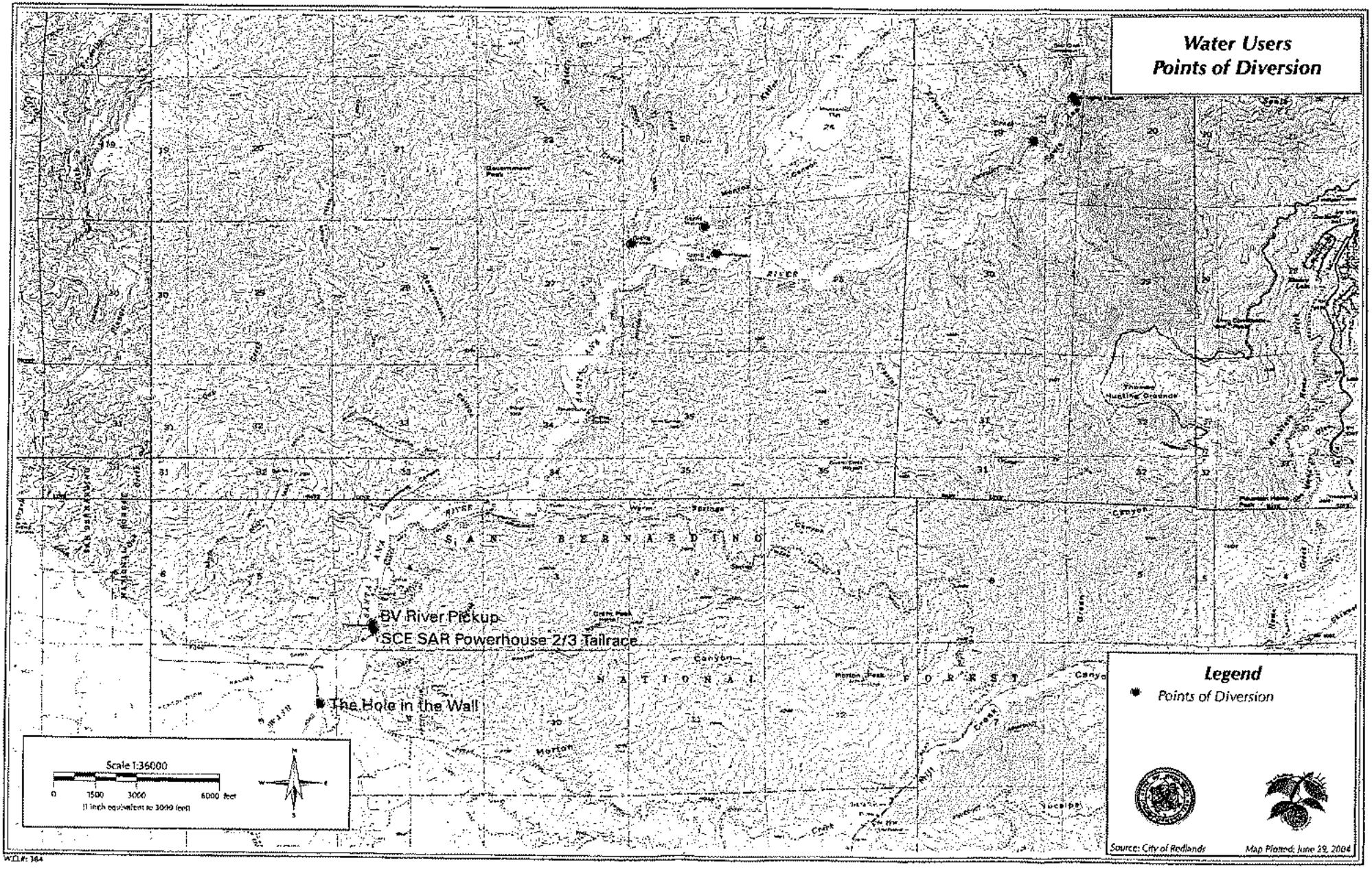

Water Users
Points of Diversion
BV River Pickup
SCE SAR Powerhouse 2/3 Tailrace
The Hole in the Wall
SAN BERNARDINO
NATIONAL
FOREST
Scale 1:36000
0 1500 3000 6000 feet
1 inch equivalent to 3000 feet
Legend
Points of Diversion
Source: City of Redlands
Map Plotted: June 29, 2004
WELL#: 384

EXHIBIT G

SBBA Index Wells

Well No.	State Well Number	Owner	Well Name
1	02N05W19Q01S	City of San Bernardino MWD	Vincent Well
2	01N04W06H02S	City of San Bernardino MWD	Devil Canyon No. 3
3	01N04W08M01S	City of San Bernardino MWD	Devil Canyon No. 1
4	01N05W03H01S	City of San Bernardino MWD	Cajon Well No. 1
5	01N04W31A01S	City of San Bernardino MWD	Mt. Vernon
6	01N05W06G01S	Fontana Union Water Company	Well 27
7	01N05W07H01S	Fontana Union Water Company	Well 26
8	01N05W22A01S	Fontana Union Water Company	Well 13
9	01N05W36H04S	West Valley Water District	Lord 7
10	01N04W26A02S	East Valley Water District	Well 24A
11	01S04W14P02S	City of Riverside	Raub 1
12	01S04W23Q	Gage Canal Company	Lower Kelly
13	01N04W16E03S	City of San Bernardino MWD	Newmark 3
14	01N04W27A02S	City of San Bernardino MWD	Leroy Street Well
15	01S03W04N01S	East Valley Water District	Well 40
16	01S03W15F01S	City of Redlands	Orange Street Well
17	01S03W21H01S	City of Redlands	Well 32
18	01N03W30J01S	East Valley Water District	Well 62
19	01S02W19A01S	City of Redlands	Agate 2
20	01S03W23A03S	Bear Valley Mutual Water Company	Nelson Street
21	01S03W13M01S	City of Redlands	Airport 2
22	01S03W13Q01S	San Bernardino Valley MWD	San Bernardino Ave. Well
23	01S03W02J02S	East Valley Water District	Well 120
24	01S03W03R04S	East Valley Water District	Well 146A
25	01S02W07R01S	East Valley Water District	Observation Well

EXHIBIT H

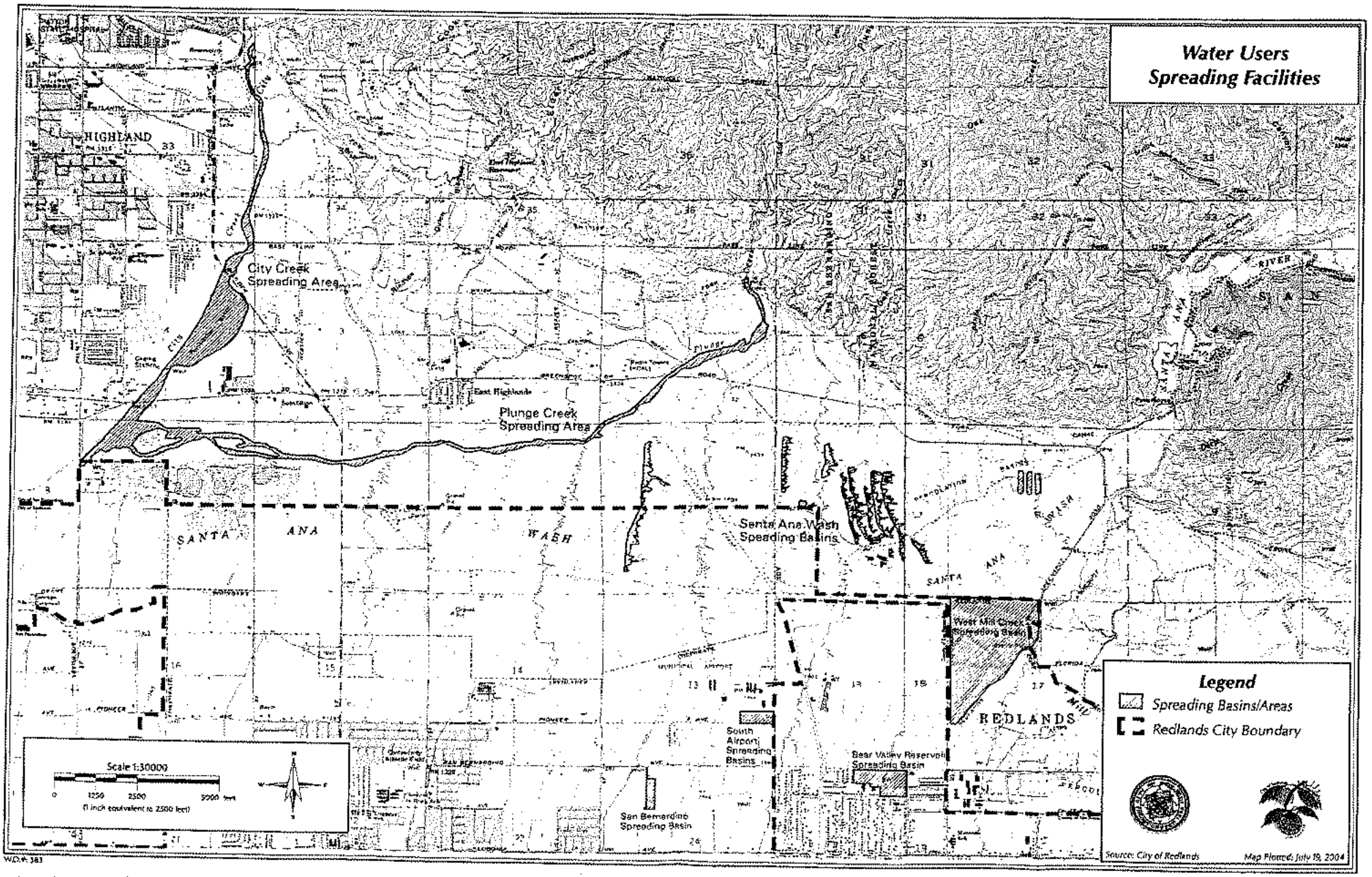

Water Users
Spreading Facilities
HIGHLAND
City Creek
Spreading Area
East Highlands
Plunge Creek
Spreading Area
SANTA ANA WASH
Santa Ana Wash
Spreading Basins
West Mill Creek
Spreading Basin
REDLANDS
South
Airport
Spreading
Basins
Bear Valley Reservoir
Spreading Basin
San Bernardino
Spreading Basin
Scale 1:30000
0 1250 2500 5000 feet
(1 inch equivalent to 2500 feet)
Legend
Spreading Basins/Areas
Redlands City Boundary
Source: City of Redlands
Map Plotted: July 19, 2004
W.O.#: 383

EXHIBIT I

Thresholds of Significance and Mitigation Measures
To be Included in Applicants' EIR

1. Threshold of Significance: Reduction in Groundwater Levels at Index Wells Outside the Pressure Zone

A reduction in groundwater levels outside the Pressure Zone is significant if the analysis in this EIR, using the integrated surface water and groundwater model developed by the project proponents, predicts that the project would reduce static groundwater levels at one or more index wells, on average, by more than 10 feet during a repetition of the 39-year base period hydrology, as compared to static water levels in the absence of the project.

2. Threshold of Significance: Increase in Groundwater Levels at Index Wells Within the Pressure Zone

An increase in groundwater levels in the Pressure Zone is significant if the analysis in this EIR, using the integrated surface water and groundwater model developed by the project proponents, predicts that the project would increase static groundwater levels at one or more index wells in the Pressure Zone, on average, by more than 10 feet during a repetition of the 39-year base period hydrology, as compared to static water levels in the absence of the project.

3. Mitigation Measure : Targeted Sp reading to Maintain Groundwater Levels

To avoid a significant effect on groundwater levels at one or more index wells located outside the Pressure Zone, the project proponents shall spread sufficient water to maintain static groundwater levels at the affected index wells to reduce this project impact to a less-than-significant level.

4. Mitigation Measure : Limitation on Spreading to Prevent High Groundwater Levels.

To avoid a significant effect on groundwater levels in the Pressure Zone, the project proponents shall curtail their spreading or direct other parties engaged in the spreading of water to replenish the San Bernardino Basin to curtail their spreading to reduce this project impact to a less-than-significant level.

Notice of Exemption

To: ☒ Office of Planning and Research
PO Box 3044, 1400 Tenth Street, Rm. 222
Sacramento, CA 95812-3044

☒ County Clerks
County of San Bernardino
222 West Hospitality Lane
San Bernardino, California 92415

County of Riverside
P.O. Box 751
Riverside, California 92501

From: San Bernardino Valley Municipal Water District
1350 S. "E" Street (92408-2725)
P.O. Box 5906 (92412-5906)
San Bernardino, California

Western Municipal Water District of Riverside County
450 Alessandro Blvd.
Riverside, CA 92508

City of Redlands
35 Cajon Street, Suite 15-A
Redlands, CA 92373

East Valley Water District
1155 Del Rosa Avenue
San Bernardino, CA 92413

Project Title: Settlement Agreement Relating to the Diversion of Water from the Santa Ana River System (the "Seven Oaks Accord")

Project Location - Specific: See description of project, below.

Project Location – Cities: San Bernardino, Highland, Rialto, Colton, Redlands, and Terrace, Loma Linda, and Yucaipa

Project Location - Counties: San Bernardino and Riverside Counties

Description of Nature, Purpose, and Beneficiaries of Project:
San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County have filed applications with the State Water Resources Control Board ("SWRCB") to appropriate water from the Santa Ana River for direct diversion and/or storage. The City of Redlands, East Valley Water District and Bear Valley Mutual Water Company (among others) have filed protests against the applications alleging infringement of their senior water rights and adverse impacts on the environment. The project is the execution of a settlement agreement, approved by the parties, to resolve the protests without the need for a lengthy and expensive water rights hearing. The execution of the settlement agreement will have no physical impact on the environment.

Name of Public Agency Approving Project: San Bernardino Valley Municipal Water District, Western Municipal Water District of Riverside County, City of Redlands, East Valley Water District.

Name of Person or Agency Carrying Out Project: San Bernardino Valley Municipal Water District, Western Municipal Water District of Riverside County, the City of Redlands, East Valley Water District, Bear Valley Mutual Water Company, Lugonia Water Company, North Fork Water Company, and Redlands Water Company.

Exempt Status: (*check one*)

☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number:
☐ Statutory Exemptions:State code number:

Reasons why project is exempt: The project is the execution of a settlement agreement which requires the withdrawal of protests to applications presently pending before the SWRCB, the submission of letters in support of the applications, and an amendment to the applications. Consequently, there is no possibility that the project will result in a physical change to the environment and the project is exempt pursuant to the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. CEQA Guidelines §15061(b)(3).

Please see attached.

Lead Agency Contact Person:

Robert Reiter	(909) 387-9222
John Rossi	(909) 789-5000
Douglas Headrick	(909) 798-7698
Robert Martin	(909) 889-9501

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature:_ _Date: _Title: _ _

☐ Signed by Lead Agency Date received for filing at OPR:_

☐ Signed by Applicant

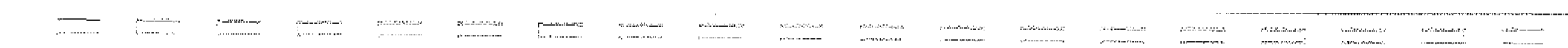
Determination of Exempt Status – Execution of Seven Oaks Accord

The execution of the Seven Oaks Accord is a project that is exempt from environmental analysis under the terms of the California Environmental Quality Act ("CEQA"). A project is exempt from CEQA if a lead agency can determine with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (Cal. Code Regs. tit. 14, §15061, subd. (b)(3)); No Oil, Inc. v. City of Los Angeles (1974) 13 Cal.3d 68, 74.) The purpose of this exemption is to provide "a short way for agencies to deal with discretionary activities which could arguably be subject to the CEQA process but which common sense provides should not be subject to the Act." (Cal. Code Regs. tit. 14, discussion following §15061; Davidon Homes v. City of San Jose (1997) 54 Cal.App.4th 106, 112.)

An agency can determine that a project will have no significant effect on the environment where the project will have no direct environmental effect and is not an implementation step in a comprehensive plan which can ultimately result in physical changes to the environment. (Kaufman & Broad-South Bay, Inc. v. Morgan Hill Unified School District (1992) 9 Cal.App.4th 464, 474, 476.) In Kaufman & Broad-South Bay, Inc., the court held that an environmental analysis was not required for the formation of a community facilities district, emphasizing the absence of a causal link between the action and the alleged environmental impact, the construction of new schools. (Id. at 474.) Although the District could foreseeably construct new schools in the future, the court found that the formation of a community facilities district was not an "essential step" in a chain of events leading to a change in the environment. (Id.)

Here, the project involves the execution of a settlement agreement that resolves protests against water rights applications presently pending before the State Water Resources Control Board. The project itself requires administrative activities consisting of the withdrawal of protests to applications, a submission of letters in support of applications, and an amendment to the application. The project is exempt from CEQA for at least two reasons. First, the execution of a settlement agreement is not an "essential step" in the processing of the two water right applications before the State Water Resources Control Board; accordingly, under Kaufman & Broad-South Bay, Inc., the adoption of the settlement agreement is exempt from further analysis under CEQA. Second, given the nature of the project (i.e., the exchange of correspondence with the State Water Resources Control Board), common sense dictates that it can be seen with certainty that the project will not have an adverse impact on the physical environment. Similar to Kaufman & Broad-South Bay, Inc., and consistent with the terms of the settlement agreement itself, environmental impacts resulting from future decisions related to the Project will be examined at the time those decisions are made. (9 Cal.App.4th at 473.)

For these reasons, San Bernardino Valley Municipal Water District, Western Municipal Water District of Riverside County, the City of Redlands, and East Valley Water District can determine with certainty that there is no possibility that the project may have a significant effect on the environment.



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JUDGMENT

Rendered in the Superior Court of San Bernardino County, California, on January 28th, 1924, in Action No. 17030 and Entitled:

"City of San Bernardino vs. Fontana Water Co. et al."

Recorded in Book 829, Page 293 of Deeds, San Bernardino County Records

Judgment

In the Superior Court of the State of California in and for the County of San Bernardino

CITY OF SAN BERNARDINO,
a municipal corporation,

Plaintiff.

vs.

FONTANA WATER COMPANY, a corporation, FONTANA UNION WATER COMPANY, a corporation, FONTANA POWER COMPANY, a corporation, FONTANA FARMS COMPANY, a corporation, FONTANA COMPANY, a corporation, LYTLE CREEK WATER AND IMPROVEMENT COMPANY, a corporation, CITIZENS LAND AND WATER COMPANY OF BLOOMINGTON, a corporation, RIVERSIDE HIGHLAND WATER COMPANY, a corporation, RANCHERIA WATER COMPANY, a corporation, MUTUAL LAND AND WATER COMPANY OF RIALTO, a corporation, TERRACE WATER COMPANY, a corporation, THE GAGE CANAL COMPANY, a corporation, RIVERSIDE TRUST COMPANY, LIMITED, a corporation, RIVERSIDE

No. 17030

ORANGE COMPANY, LIMITED, a corporation, CITY OF COLTON, a municipal corporation, GATE CITY ICE AND PRECOOLING COMPANY, a corporation, COLTON CITY WATER COMPANY, a corporation, MEEKS AND DALEY WATER COMPANY, a corporation, FONTANA LAND COMPANY, a corporation, JOHNHUB WATER COMPANY, a corporation, FONTANA DEVELOPMENT COMPANY, a corporation, NORTH COLTON WATER COMPANY, a corporation, LAWSON WELL COMPANY, a corporation, ALTA VISTA WATER COMPANY, a corporation, CLARA VISTA WATER COMPANY, a corporation, ORCHARD MUTUAL WATER COMPANY, a corporation, EAST RIVERSIDE WATER COMPANY, a corporation, JAMES BARNHILL, JOHN DOE, RICHARD ROE, SAM BLACK, JOE WHITE, SAM WHITE, CHARLES WHITE, TOM BROWN, SARAH BROWN, CHARLES BROWN, MARY BROWN, CHARLES LOW and JOHN LOW, and RIALTO DOMESTIC WATER COMPANY, a corporation,

Defendants.

WHEREAS there has been filed in this action a stipulation for judgment, duly executed by and on the part of the plaintiff above named and by and on the part of each and all of the following named defendants in this action, to-wit: Fontana Water Company, a corporation;

Fontana Union Water Company, a corporation; Fontana Power Company, a corporation, Fontana Farms Company, a corporation; Fontana Land Company, a corporation, Lytle Creek Water and Improvement Company, a corporation; Citizens Land and Water Company of Bloomington, a corporation; Riverside Highland Water Company, a corporation; Rancheria Water Company, a corporation; Mutual Land and Water Company of Rialto, a corporation; Terrace Water Company, a corporation; City of Colton, a municipal corporation; Rialto Domestic Water Company, a corporation; and James Barnhill (said Barnhill being erroneously sued herein, under the name of "W. W. Barnhill"),

NOW THEREFORE, by reason of said stipulation, and pursuant to the terms and provisions thereof,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Court as follows:

I.

This action is hereby dismissed as to each and all of the defendants, other than those above named as parties to said stipulation; and each and all cross-complaints or cross-actions, filed or pending by or between any of the parties to said stipulation, above named are dismissed.

II.

As between the plaintiff and each and all of the defendants, above named, as parties to said stipulation, and as to each and all of said defendants as between themselves, excepting as set forth in Paragraph XXI hereof, it is further

ADJUDGED AND DECREED, as follows:

III.

That an inch of water, as the term is used herein, shall mean such quantity of water, in continuous flow, as will supply one-fiftieth part of a cubic foot of water per second of time.

IV.

That from time immemorial, there has flowed, and now flows, in Lytle Creek Canyon, in San Bernardino County, California, a natural stream, known as "Lytle Creek," and there exists below the mouth of said canyon, a certain pressure pipe line, belonging to said Power Company, and the cement intake diverting water into said pipe line, is situate on the west side of said stream, very near the mouth of said canyon, and at a distance of about 1662 feet north of a point in the north boundary of the Muscupiabe Rancho, between stations 48 and 49 thereof, where said boundary intersects the center line of Riverside Avenue, as delineated on the map showing subdivision of the lands of the Semi-Tropic Land and Water Company, (said location of said intake having been sometimes heretofore erroneously designated in the pleadings herein and elsewhere, as being about 2375 feet north of said point of intersection), said Map being recorded in the office of the County Recorder of said County, in Book 6 of Maps, page 12 thereof; and said Power Company, for more than five years last past, has been and now is diverting from said creek, at said intake, by means of said pipe line, the waters of said Creek, flowing at said intake not exceediig 3000 inches, and is conducting said waters to the power house of said Power Company, situated on Farm Lot 66, designated on said Map, which waters,

upon being discharged from said Power House, belong to and are distributed to sundry parties, for their use, in proportion to their rights and interests therein.

V.

That in the San Bernardino Valley in said County, there exists, and lies below, and to the southeast of the mouth of said canyon, an area of land herein designated as "Lytle Creek Region" which, for the purposes of this decree, is defined and described as follows:

Commencing at a point in the center line of Mill Street, in the City of San Bernardino, in said County, situate 300 feet east of the center line of Mt. Vernon Avenue; thence north 400 feet; thence west to the center line of Mt. Vernon Avenue; thence running north along the center line of Mt. Vernon Avenue, to the intersection thereof with the center line of Fourth Street, (said street being identical with Foothill Boulevard); thence running west along the center line of Fourth Street, to a point where the center line of Fourth Street would intersect the center line of Muscott Avenue, if said Avenue were extended south; thence running north to the point of intersection of center line of Muscott Avenue with center line of Base Line; thence running west along center line of Base Line, to the southeast corner of Section 31, Township 1 North, Range 4 West, S. B. B. & M.; thence running north to the southwesterly boundary of the right of way of Atchison, Topeka and Santa Fe Railway Company (on which right of way are located the main railroad tracks of said Railroad Company, running from said City, through Cajon Pass); thence following along said southwesterly boundary of said right of way, to the point of intersection thereof, with the State Highway

at Verdemont; thence following said Highway to the point of intersection thereof, with the north line of Township 1 North, Range 5 West, San Bernardino Base and Meridian; thence running west, along the north line of Township 1 North, Range 5 West, San Bernardino Base and Meridian, to the northwest corner of said last mentioned township; thence running southeasterly to a point situate five feet east of the most easterly point of said intake of said pipe line of said Power Company, thence running southeasterly and following upon and along a line parallel with the east side of that certain cement canal, formerly known as the "Semi-Tropic Canal" (the intake of which canal is identical with said intake of said pipe line), and at all points five feet distant in a northeasterly direction from the east side of said Canal, to a point where said line would intersect the northwesterly line of Farm Lot 68, designated on said Map, if said northwesterly line of said Lot were projected southwest; thence along said northwesterly line of said Lot, to the foot of the ridge or bluff known as the "Rialto Bench," thence running southeasterly along the foot of said bluff, to a point where the foot of said bluff intersects the center line of said Mill Street; running thence east, along the center line of Mill Street, to the place of beginning.

VI.

That whenever there shall be discharge from said Power House, surplus water in excess of the quantity at the time required to satisfy the domestic and irrigation needs of the respective parties, entitled to receive and use water discharged from said Power House, all of such surplus water, so discharged, shall be used for

replenishing the underground water sources of said Lytle Creek Region, and to that end, shall be delivered by said Power Company, to and upon the wash of said Lytle Creek, by a cement conduit, at the highest point on the westerly margin of said wash, to which such water can reasonably be conducted by gravity flow from said Power House. Such replenishment work, as to the water so delivered upon said wash, shall be performed under the supervision and direction of the Committee hereinafter mentioned.

VII.

That all water flowing at said intake of said pipe line of said Power Company, between the 15th day of December, and the 15th day of the next succeeding month of April, of each year hereafter elapsing, shall be diverted and applied in the manner and in accordance with the priorities hereinafter set forth, to-wit:

First: To supply to said pipe line 2000 inches of water, or such larger quantity as may, at the time, be required and taken for immediate use for irrigation or domestic purposes, by the parties entitled to receive and use water discharged from said Power House, not exceeding the extent of their respective rights to such water.

Second: To supply additional water to said pipe line, to the extent of an aggregate amount of 3000 inches, (inclusive of the water specified in the next preceding subdivision "First"), except and provided that all or any part of such additional water shall be allowed to flow past said intake, into the wash or channel of said creek, for replenishing the underground water of said

Region, whenever so requested in writing by the said Improvement Company, except during periods:

(a) When the quantity of water flowing in said creek at said intake, exceeds 4000 inches, in which event such excess water may be diverted through said pipe line, until the total quantity of water, diverted therethrough, amounts to 2500 inches, or

(b) When the quantity of water, flowing in said creek, at said intake exceeds 5000 inches, in which event, such excess water may be diverted through said pipe line, until the total quantity of water, diverted therethrough, amounts to 3000 inches.

Third: All water, so permitted to pass said intake, shall be used, as far as reasonably practicable, for replenishing the underground water contained in the entire area of the Lytle Creek Wash, situate below said intake, provided that at all times, so far as is reasonably practicable, the upper portion of said wash shall be so replenished with water until no more water can be sunk therein, before such replenishment is performed on the portion of said wash lying south of Highland Avenue, or lying east of the west boundary of the lands in said Region now owned by the Muscoy Water Company.

Fourth: If, at the end of five years, from date hereof, said Improvement Company or their successors in interest, decide that the water producing capacity of wells, situate south of an east and west line drawn through said Power House, and north of said Highland Avenue, would be benefited and increased by conducting at said intake, into said pipe line, a quantity of water not exceeding 3000 inches, then and in that event, all of the water flowing at said intake, shall at all times

thereafter, be turned into said pipe line, to the extent of said 3000 inches, instead of permitting a portion of such waters to flow past said intake, as aforesaid, and at said Power House, all surplus water, in excess of the quantity at the time required to meet the then requirements of the respective parties, entitled to receive and use water discharged from said Power House, shall be used in accordance with, and be subject to the provisions of Paragraph VI hereof.

VII-a

That no water shall ever be conducted by any party hereto, from that certain tract of land, situated in said San Bernardino County, described as follows:

Beginning at a point on the center line of hereinbefore mentioned Muscott Avenue, said point being situate one-half mile north of said Base Line; running thence south to the center line of said Fourth Street; running thence west, along said center line of Fourth Street, to the point of intersection thereof with the center line of the right of way, for electrical transmission line, of Southern Sierras Power Company; running thence northwesterly along said center line of said right of way, to a point where said center line of said right of way would intersect a line drawn due west from said point of beginning; thence running east to said point of beginning.

VIII.

That in order to conserve, in the most economical and effectual method, all waters which, under the provisions hereof, are from time to time to be used for replenishing the underground water sources of said Region, and also, for further replenishing the underground water

supply of said Region, to conserve, so far as may be reasonably practicable, the surplus, or flood waters, of streams or canyons tributary to said Region, a committee of five persons shall annually be appointed in the month of September of each year, which committee shall have full charge and direction of such water conservation work, and of all expenditures relating thereto, provided that, in case of disagreement or difference of opinion, the power of such committee shall be exercised by concurrence of a majority of its members. One of the members of said committee shall be so appointed by said Improvement Company; one by said Citizens Company; one by said Union Water Company, one by said Mutual Company, Rancheria Water Company, Riverside Company and said City of San Bernardino; and one by said Terrace Water Company, James Barnhill and City of Colton, and each of said members shall serve for one year, and until his successor is appointed and no member of said committee shall receive any compensation for serving thereon. Vacancies on said committee shall also be filled by appointment, to be made in like manner as aforesaid, by the party or parties which made the appointment of the member whose place so becomes vacant, and any person appointed to fill such vacancies shall fill out the unexpired term of his predecessor. Subject to the provisions hereof, said committee is hereby authorized to, from time to time, install any water conservation works, including the construction of dams, ditches, cuts, obstructions, and shafts on land in said Lytle Creek Wash, lying north of Fourth Street, (said street being identical with Foothill Boulevard) and also in and along any canyon, the waters of which are tributary to said Region, and take all other steps,

as in its uncontrolled discretion may be deemed expedient, in order to accomplish the underground conservation of such waters, provided that nothing herein shall be construed as authorizing said committee to trespass upon the property or rights of any party or to do any act that would infringe upon or impair or interfere with the right of any party to the use of any water to which such party shall be entitled. The expense of installing such system and maintaining the same, and carrying on said work of water conservation, shall be borne and paid, subject to the provisions hereof, by the Fontana Companies, Citizens Company, Riverside Company, Improvement Company, Mutual Company, Rancheria Water Company, Rialto Domestic Water Company, City of Colton, City of San Bernardino, Terrace Water Company, and James Barnhill, in the same proportions that the maximum quantity of water which each of said eleven parties (or group of parties), is allotted hereunder, the right to pump from said Region, bears to the aggregate maximum quantity of water which all of said parties are alloted hereunder the right to pump from said Region, provided that in the event of any other person or corporation joining in said conservation work, and paying a proportion of the expense thereof, the proportions of said expense to be borne by said parties, as hereinbefore set forth, shall be correspondingly and equitably reduced. Said committee, in the month of October of each year, and from time to time thereafter, as they may deem proper, shall make an estimate of the amount of money at the time required to be paid to said committee by said eleven parties hereto above named, in order to meet the expense for conservation work as aforesaid, at the

time being undertaken, or in contemplation by said committee.

Said committee shall thereupon present to each of said eleven parties, a bill for the proportionate amount so to be paid by such party, and if any party shall fail to pay such bill, within thirty days after it shall be so presented to such party, then said committee may bring, and it shall be its duty to bring, suit against such party for the amount of such bill, together with costs, including a reasonable attorneys' fee to be fixed by the court in which such suit shall be brought.

Any and all lands, owned by any of said specified parties who are to bear the expense of said conservation work as aforesaid, situate in said Lytle Creek Region, and lying north of said "Fourth Street," and not suitable for the growing of crops thereon, may be used at any and all times for spreading water thereon, and sinking and conserving water therein, by means of dams, obstructions, ditches, cuts and shafts, or by taking such other steps as may be deemed expedient by said committee, provided however, that such water conservation work shall not be done in such a manner as to injure or interfere with the use of any pumping plant, structure or other improvement, situate on any land where such work is performed.

IX.

That the maximum quantity of water which said plaintiff, City of San Bernardino, shall be, and is entitled to take from said Region, and use beyond the confines thereof, is such quantity of water, which when added to the water said plaintiff is entitled to have delivered to it, from said Lytle Creek, will amount in the

aggregate, (inclusive of said Lytle Creek Water) to 325 inches of water, and said plaintiff shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 325 inches. Of said quantity of water, 225 inches and no more may be pumped or diverted from that certain tract of land in said Region, comprising 10.09 acres, and forming a part of tract known as the "McKenzie Tract" (said tract of 10.09 acres being more particularly described in that certain deed running from William L. McKenzie, and others, to said plaintiff, and recorded in Book 109 of Deeds, at page 303 thereof, in the office of the County Recorder of said San Bernardino County), and none of said 225 inches shall ever be diverted by plaintiff from any other portion of said Region.

Said plaintiff is also the owner of the right to take, divert and use water from that portion of the San Bernardino Valley, lying east of the easterly boundary line of said Lytle Creek Region and east of a line beginning at the point of intersection of the State Highway with the south boundary line of Section 34, Township 2 North, Range 5 West, S. B. B. & M., and running thence to the northwest corner of said Section 34, and north of the center line of Mill Street, extended east to Sterling Avenue, and from streams tributary to said portion of said valley, situate in said portion of said valley, either from the surface flow of such streams, or from wells bored or to be bored in said portion of said valley, to such extent as may be reasonably necessary to supply the needs of said city and its inhabitants with water for supplying needs and purposes within said City. The right of said plaintiff to take water from the surface flow of Lytle Creek, to the extent of 100 inches, shall

not be affected or diminished by any claims of the Fontana Companies, or any of them to salvage water, by reason of any water of Lytle Creek being conducted or conveyed in or through pipe lines, or conduits of any kind.

X.

That, subject to the provisions of this paragraph, the maximum quantity of water which said Rialto Domestic Water Company shall be, and is entitled to take from said Region and use beyond the confines thereof, is such quantity of water which, when added to the water said Company is entitled to have delivered to it from said Lytle Creek, will amount in the aggregate (inclusive of said Lytle Creek Water) to 143.22 inches of water, and said Company shall not be entitled to divert, at any time from said Region, an amount of water in excess of said quantity hereinbefore in this paragraph specified. Of said quantity of water, 100 inches and no more may be pumped from said Region by said Company, provided that:

(a) None of said 100 inches of water shall be taken from any well or water development situate south of a line located parallel to, and situate three-fourths of a mile north of, Highland Avenue.

(b) The right of said Company to so pump and take said one hundred inches of water, shall be exercised only to such extent as shall be necessary to supply the City of Rialto, and the inhabitants thereof, with water for municipal and domestic uses and purposes, and for the irrigation of flowers, trees and lawns, within said City, and then only during such times as the 43.22 inches of water (now supplied by said Company to the

inhabitants of said City) is inadequate, or unsuitable for such purposes or uses.

(c) None of said 100 inches of water shall, at any time, be used outside of the now, or hereafter existing corporate limits of said City of Rialto, except to the extent that said 43.22 inches is now being used outside said City.

(d) Nothing in this Paragraph X contained shall be construed as vesting in said Company the right to take any portion of said 100 inches of water from any well or water development, without the consent of the owner of the land on which such well or water development is situated.

(e) The right to pump and take said 100 inches of water from said region shall be exercised only in the event such right shall be transferred to the City of Rialto.

(f) The water derived from said 100 inches water right, other than water supplied for fire hydrants, sewers, stores and buildings, not used for dwellings, shall not be furnished to the inhabitants of said City of Rialto, except through meters and when charged for at meter rates.

XI.

That the maximum quantity of water which said Improvement Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is, such quantity of water, which when added to the water said Company is entitled to have delivered to it from said Lytle Creek, will amount in the aggregate (inclusive of said Lytle Creek Water), to 1026.23 inches, and said Improvement Company shall not be en-

titled to divert at any time, from said Region, an amount of water in excess of said quantity in this paragraph hereinbefore specified. 'Of said quantity of water, only 700 inches may be pumped and diverted from said Region, by said Improvement Company, except during such periods when the quantity of water said Company is deriving from said Lytle Creek, is temporarily reduced to a quantity of less than 326.23 inches, during which periods additional water may be pumped and diverted from said Region by said Company, but only to an extent sufficient to supply such deficiency of said Lytle Creek Water, and only so long as such deficiency continues. Said pumping of said 700 inches of water by said Improvement Company shall be confined to the Ferguson Ranch, (said Ranch being the real property described in that certain deed, dated November 20th, 1908, and executed by Fontana Development Company, and recorded in the office of the County Recorder of said San Bernardino County, in Book 429 of Deeds, page 103 thereof), and said Company is not entitled to pump any water from any other part of said Region.

XII.

That the maximum quantity of water, which said Mutual Company shall be, and is entitled to take and conduct from said Region, and use beyond the confines thereof, is 125 inches of water, and said Mutual Company shall not be entitled to divert at any time, from said Region, an amount of water in excess of said 125 inches, all of which said quantity of water may be pumped by said Company from said Region, but all of said water shall be taken from wells, or water de-

velopments situate south of Highland Avenue, and north of Base Line.

XIII.

That the maximum quantity of water which said Riverside Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is 450 inches of water, and said Riverside Company shall not be entitled to divert at any time, from said Region, an amount of water in excess of said 450 inches, all of which said quantity of water may be pumped or diverted by said Company from said Region, but all of said water shall be taken from wells or water developments situate south of Highland Avenue, and north of Base Line.

XIV.

That the maximum quantity of water which said Rancheria Water Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is 120 inches of water, and said Company shall not be entitled to divert at any time from said Region, an amount of water in excess of 120 inches, all of which said quantity of water may be pumped or diverted by said Company from said Region, but all of said water shall be taken from wells or water developments, situate south of Highland Avenue, and north of said Fourth Street.

XV.

That the maximum quantity of water which said Citizens Company shall be, and is entitled to take from

said Region, and use beyond the confines thereof, is 1300 inches of water, and said Citizens Company shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 1300 inches, all of which said quantity of water may be pumped or diverted by said Company from said Region, provided that:

(a) No more than 200 inches shall ever be diverted or pumped by said Citizens Company, from that part of said Ferguson Ranch specified in that certain deed, executed by the Semi-Tropic Land and Water Company, to the Rialto Irrigation District, and recorded in the office of the County Recorder of said San Bernardino County, in Book 187 of Deeds, at page 213 thereof, and

(b) No more than 585 inches shall ever be diverted from said Region by said Citizens Company, from the northeast quarter of Section 36, Township 1 North, Range 5 West, S. B. B. & M., and

(c) No more than 150 inches shall ever be diverted or pumped by said Citizens Company, from that certain tract of land, situate in said Region, described as follows, to-wit:

Commencing at a point on the Base Line two thousand and fifty feet east of the southwest corner of Township 1 North, Range 4 West, San Bernardino Base and Meridian, and running thence due east 250 feet; thence north 14 degrees west, 344 feet; thence north 24 degrees 10 minutes West, 839.7 feet; thence north 39 degrees, 56 minutes west, 1096 feet; thence due west 674 feet; thence south 8 degrees, 20 minutes east, 500 feet; thence south 34 degrees, 15 minutes east, 1119 feet; thence south 58 degrees, 35 minutes east, 998-7/10 feet, to the place of beginning.

(d) None of the remaining quantity of said 1300 inches of water shall ever be diverted or pumped by said Citizens Company, from any lands in said Region, lying to the north of Base Line, but nothing herein contained shall be construed as obligating said Citizens Company, to divert any specific quantity of water from lands lying north of Base Line, to the end that any quantity of water may be diverted by said Company, from lands in said Region lying south of Base Line, so long as such quantity, when added to the quantity of water which said Company may be then contemporaneously taking from said Region, from lands north of Base Line, shall not exceed in the aggregate, said maximum quantity of 1300 inches of water; provided however, that in the event of said Company diverting at any time from said Region, a total quantity of water, exceeding 1100 inches, then all of such excess water shall be taken by said Company from lands in said Region lying south of a line drawn parallel to, and situate 2500 feet south of Base Line.

(e) Said Citizens Company shall never be entitled to divert any water from that certain tract of land situate in said Region, and described as follows:

Beginning at the southeast corner of the northeast quarter of the northeast quarter of Section 36, Township 1 North, Range 5 West, San Bernardino Base and Meridian; running thence west, 11.89 chains to a post, thence north 3 degrees 10 minutes west, 20 chains to a post on the north line of said Section, thence east 1 chain, thence south 32 degrees east, 8.32 chains to a post; thence south 2 degrees west, 2.06 chains to a post; thence south 54 degrees east, 4.59 chains to a post; thence south 83 degrees east, 4.40 chains to the east line

of said Section, thence south 8.48 chains to the place of beginning.

XVI.

The maximum quantity of water which James Barnhill (sued herein under the erroneus name of "W. W. Barnhill"), shall be, and is entitled to take from said Region, and use beyond the confines thereof, is seventy-five inches of water and said Barnhill shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 75 inches, all of which said quantity of water may be pumped by him from said Region, but all of said water shall be taken from wells, or water developments, situate south of the existing right of way of Atchison, Topeka and Santa Fe Railway Company (on which said right of way are located the railroad tracts extending from said City of San Bernardino, to the City of Rialto), and north of said Mill Street.

XVII.

That the maximum quantity of water, which said Terrace Water Company shall be, and is entitled to take from said Region, and use beyond the confines thereof, is 150 inches of water, and said Terrace Water Company shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 150 inches, but all of said water shall be taken from wells or water developments, situate south of said right of way of said Railway Company mentioned in the next preceding paragraph hereof, and north of said Mill Street. All of said water may be pumped.

XVIII.

That the maximum quantity of water which said City of Colton shall be, and is entitled to take from said

and its tributaries, and from said Lytle Creek Region, and conduct from said Region, and use beyond the confines thereof, shall amount to an aggregate quantity of 3480.78 inches, and said Fontana Companies shall never be entited either collectively or separately to divert, beyond said confines, at any time from said water sources, or any of them, an amount of water in excess of said quantity in this paragraph hereinbefore specified. Of said 3480.78 inches of water, 1300 inches and no more may be pumped and diverted from said Region, by said Fontana Companies, provided that:

(a) No more than three hundred inches shall ever be pumped from the next hereinafter described tract of land, and said 300 inches shall be pumped from no other place; said tract being that certain tract, in said Region, described as follows:

That portion of the Southwest portion of the Muscupiabe Rancho, described as follows:

Beginning at station O of the north boundary of the Muscupiabe Rancho, which point is situate near the northeasterly bank of Lytle Creek, and near the mouth of Lytle Creek Canyon;

Thence following and along the northerly boundary of said Muscupiabe Ranch, South 67 degrees, 52 minutes East, thirty-five and fifty-three hundredths (35.53) chains to station 1 of said Muscupiabe Rancho; thence south 48 degrees, 14 minutes west, fifty-six and seventy-six hundredths (56.76) chains to the southwesterly corner of Farm Lot Ten (10) designated on the Map showing SUBDIVISION OF LANDS BELONGING TO SEMI-TROPIC LAND AND WATER COMPANY, recorded in Book 6 of Maps, at page 12, in the office of the County Recorder of said San Bernardino County;

Region, and use beyond the confines thereof, is 600 inches of water, and said City shall not be entitled to divert, at any time, from said Region, an amount of water in excess of said 600 inches, all of which said quantity of water may be pumped by said City from said Region, but all of said water shall be taken from wells or water developments situate south of the last mentioned right of way of said Railway Company, and north of said Mill Street, and none of said water shall be used west of the highway, running approximately north and south, situate on the Rialto Bench, and known as "Rancho Avenue."

XIX.

As used herein, (1) the term "Fontana Companies," refers to Fontana Water Company, Fontana Union Water Company, Fontana Power Company, Fontana Farms Company, and Fontana Land Company; (2) the term "Citizens Company" refers to the Citizens Land and Water Company of Bloomington; (3) the term "Riverside Company" refers to the Riverside Highland Water Company; (4) the term "Improvement Company" refers to the Lytle Creek Water and Improvement Company; (5) the term "Mutual Company" refers to the Mutual Land and Water Company of Rialto; (6) the term "Power Company" refers to the Fontana Power Company, and (7) the term "Union Water Company" refers to Fontana Union Water Company.

XX.

That the maximum quantity of water which said Fontana Companies shall be, and are collectively entitled to take from the surface and sub-surface waters of said Lytle Creek, and from said Lytle Creek Canyon,

Thence north 24 degrees, 43 minutes west, eighty-four and twenty-four hundredths (84.24) chains to a point in the north boundary of said Muscupiabe Rancho; said point being identical with the north corner of Farm Lot One (1), designated on said Map; thence, following and along the north boundary of the Muscupiabe Ranch, south fifty-one degrees, thirty minutes east, eleven and fifty-hundredths (11.50) chains to Station 49 thereof;

Thence, south 63 degrees, 00 minutes east, 40 chains to Station 0 of said Muscupiabe Rancho, the place of beginning.

Containing two hundred twelve and nineteen hundredths (212.19) acres.

(b) No more than 200 inches shall ever be pumped and diverted from said Region, from that certain tract of land in said Region, described as follows:

Commencing at a point on Line 2-3 of the northeasterly boundary of the southwest portion of the Rancho Muscupiabe, said point being north 45 degrees, 0 minutes west, one hundred thirty-seven and three-tenths chains from the southeast corner of Section 25, Township 1 North, Range 5 West, San Bernardino Base and Meridian; thence following the northeasterly boundary line of lands heretofore conveyed by the Fontana Development Company, to the Lytle Creek Water and Improvement Company, by deed recorded in Book 429 of Deeds, page 103, south 71 degrees, 13 minutes west, thirty-four and twenty-eight hundredths chains; thence still following said boundary north eighty-two degrees, fifty-nine minutes west, eighteen and seventy-three hundredths chains, for a point of beginning; thence from said point of beginning north fifty-four degrees,

fifteen minutes west, eighty-three and four hundredths chains; thence south 35 degrees, 45 minutes west, along the boundary line of the land conveyed by the Fontana Development Company to the Fontana Union Water Company, by deed recorded in Book 505 of Deeds, page 274, to the northwesterly corner of Lot 64, of Map showing subdivision of lands belonging to the Semi-Tropic Land and Water Company, as per plat recorded in Book 6 of Maps, page 12, of the records of said County, including the western portion of the Muscupiabe Grant, as per plat recorded in Book 7 of Maps, page 23, of the records of said County; thence from said northwesterly corner of said Lot 64, easterly and along the northeast line of Lots 64, 66, 68, 70, 72, 74 and 76, to the westerly point of land conveyed by the Fontana Development Company to the Lytle Creek Water and Improvement Company, by deed recorded in Book 429 of Deeds, page 103, et. seq.; thence following the north boundary of said tract south 82 degrees, 59 minutes east, twenty-six and twenty-seven hundredths chains, more or less, to point of beginning.

(c) None of the remaining 800 inches, or any portion of said 1300 inches of water, shall ever be pumped by said Fontana Companies, or any of them, from any portion of said Region lying to the south, or southeasterly of a line drawn from the southeast corner of Farm Lot 68, designated on said Map, to that certain point situate on the boundary of said Muscupiabe Rancho, designated or known as "Stake No. 3" (which said last mentioned point is situate very near to the northeast corner of Section 22, Township 1 North, Range 5 west, S. B. B. & M.); thence running due east to the southwesterly boundary of said right of way of

said Atchison, Topeka and Santa Fe Railway Company, hereinbefore mentioned, save and except that 150 inches of said 1300 inches of water may be pumped or diverted from lands in said Region lying below or to the south or southeasterly of said line.

(d) No water, pumped in said Region by any of said Fontana Companies, shall ever be conducted east of the west boundary of the lands in said Region now owned by the Muscoy Water Company, a corporation, provided however, that if any of the said Fontana Companies shall exercise the right to substitute for 150 inches of the surface waters of said Lytle Creek other water (said right being specifically provided for in that certain judgment rendered by the Superior Court of said San Bernardino County, in Action numbered 9383 in said Court, a copy of which judgment is recorded in the office of the County Recorder of said County, in Book 369 of Deeds at page 323 thereof, which said judgment is based upon that certain contract, dated October 26, 1891, wherein John L. Campbell granted to the Semi-Tropic Land and Water Company, the right to make such substitution of such water), then and in that event, such substituted water, not exceeding 150 inches, may be conducted anywhere.

(e) No water, except the 300 inches permitted to be pumped hereunder, from the tract of land described in Subdivision (a) of this Paragraph XX, shall ever be pumped and diverted by any of said Fontana Companies, from said Region, except and provided that whenever the quantity of water which said Fontana Companies are deriving from said Lytle Creek, at said intake, when added to any water that shall at the time be actually pumped from said tract (there shall be no

obligation to pump any water from said tract), shall amount in the aggregate to less than 2500 inches, then, so long as such deficiency shall continue, said Fontana Companies may take and divert from said Region from any or all of said other areas hereinbefore specified (but not more from any one of said areas than the maximum that they are entitled to take from such tract as hereinbefore stated) such quantity of water as may be necessary to make up such deficiency and maintain such aggregate supply of 2500 inches.

(f) Said quantity of 2500 inches and said maximum quantity of 3480.78 inches of water, hereinbefore referred to in this Paragraph XX, both relate exclusively to water which said Fontana Companies are entitled to take for their own use for irrigation and other beneficial purposes, beyond the confines of said Region.

XXI.

Nothing herein contained shall settle, bind or affect any question, matter or right existing between any of said Fontana Companies only, the purpose of this decree being to define and adjudicate the rights involved herein, of each and all of the respective parties hereto, other than said Fontana Companies, and also to adjudicate the collective rights of all of said Fontana Companies, constituting one group of defendants, without affecting any right which any of said Fontana Companies may have against any other of said Fontana Companies.

XXII.

That, except as provided in Paragraph XXIV hereof, no well shall ever be sunk hereafter by any party to

this action, within a distance of 200 feet of the north boundary line of said Ferguson Ranch, and it is further decreed that none of said Fontana Companies shall be entitled to hereafter pump any water in said Lytle Creek Canyon, at any time when such water is not needed for irrigation purposes.

XXIII.

Nothing contained herein shall be construed as permitting or shall permit, any water to be diverted from said Region, or from any water sources herein menitoned, at any time when the water so diverted is not reasonably needed for some useful or beneficial purpose, and it shall not be deemed a useful or beneficial purpose within the meaning of this paragraph, to use water:

(a) For irrigating, between the 15th day of November and the 15th day of March, of the next succeeding year, any grain or cereal crop, unless such crop is growing in an orchard;

(b) For saturating or causing water to sink in lands, lying outside of the said Region and canyon, for the purpose of accomplishing underground storing of water, or of adding to the water contained in such lands, nor for excercising unreasonable irrigation of crops or trees growing thereon.

XXIV.

That none of the parties to this action shall ever be entitled hereafter, to sink any well within a distance of 500 feet from any other well, owned, or operated by any other party to this action, except for substituting a new well in lieu of any now existing well, within said distance, for the sole purpose of maintaining, but not in-

creasing, the quantity of water now taken by such existing well, within such distance, provided however, that if it is desired to sink such new well within said distance, then such new well shall be always located as near as reasonably practicable to the existing old well for which it is to be substituted, as aforesaid.

XXV.

That each and all of the parties to this action, when taking any water from any water source mentioned herein, shall install, and at all times maintain respectively, at every point at which such water is so taken, such measuring box or weir or other measuring device, as will show readily and accurately the quantity of water at the time being taken at such point, which box and weir or other device, shall be installed and maintained as directed by, and to the satisfaction of said committee on water conservation, and shall at all times be open to inspection by an member of said committee, and by any party to this action.

XXVI.

Nothing herein contained shall be construed as vesting any new right in any of the parties hereto, to enter upon and take water from any water development or well situate on any property of any other party hereto, but the provisions of this paragraph shall not impair or affect any existing right of any party hereto.

XXVII.

That the rights of each and all of the said parties to pump water from said Region, as hereinbefore specified and defined are, as between said parties, equal and cor-

relative, without any priority or superiority of right, except as hereinbefore specifically stated or provided as to a particular interest or right, as between particular specified parties.

XXVIII.

That every provision of this decree in favor of, or applying to any party hereto, shall also apply to, and inure to the benefit of, and also bind each and all of the heirs, legal representatives, successors and assigns of such party.

XXIX.

That nothing herein decreed shall impair, abridge, or affect any existing right of any party hereto, which is now established by decree of court, or by other record, to have delivered, or to share in water from the surface flow of said Lytle Creek, except as may hereinbefore be otherwise specifically provided. Nothing herein decreed shall impair, abridge or affect any existing right of any party hereto to practice water conservation by sinking water in said Lytle Creek Canyon.

XXX.

That each and all of the parties hereto, and the agents and employees of each of them, are hereby perpetually restrained and enjoined from doing any act or thing in violation of the provisions of this decree.

XXXI.

None of the several maximum quantities of water which the parties hereto are respectively entitled to take from said Region, and use beyond the confines thereof, as herein specified, shall be increased or affected by the

future acquiring of additional lands in said Region by any of said parties; provided, however, anything to the contrary herein contained notwithstanding, should any party hereto hereafter purchase from any other party hereto the herein specified right to divert water of such other party, such purchasing party shall be entitled to exercise such purchased right of diverting water from said Region, in addition to the right allotted hereunder to such purchasing party.

XXXII.

No objection shall ever be made by any of said parties as to the interest or right of any party, as hereinbefore specified and defined, or as to the validity of this judgment in so specifying or defining such interest or right, on the ground that such interest or right, as so specified or defined, is not consistent with or warranted by the pleadings relative thereto; and if, in any case, it shall appear that any such interest or right, as so specified and defined, is in fact not consistent with or warranted by such pleading as actually filed, then such pleading shall be deemed and treated as amended, to conform to and sustain such interest and right as hereinbefore specified and defined.

XXXIII.

Each of said parties waives all right of appeal from this judgment, and no appeal shall be taken by any party or parties from this judgment or any part thereof.

XXXIV.

No party to this judgment shall be entitled to recover costs from any other party.

Dated: January 28th, 1924.

BENJAMIN F. WARMER,
Judge.

Endorsed:
Filed Jan. 28, 1924

HARRY L. ALLISON, Clerk
By M. L. ALDRIDGE, Deputy.

Docketed: Jan. 30, 1924, at 1:35 o'clock P. M.

Entered: Jan. 28, 1924, Book 41, Page 154.

HARRY L. ALLISON, Clerk
By R. M. SCHMIDT, Deputy Clerk

STATE OF CALIFORNIA,
COUNTY OF SAN BERNARDINO, } ss.

I, HARRY L. ALLISON, County Clerk and ex-officio Clerk of the Superior Court, do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office.

Witness my hand and seal of the Superior Court, this 14th day of Feb., 1924.

HARRY L. ALLISON, County Clerk.
By R. M. SCHMIDT, Deputy.

Recorded at request of Leonard, Surr & Hellyer, Feb. 16, 1924, at 28 minutes past 9.00 A. M., in Book 829, Page 293, of Deeds, Records San Bernardino County.

FULTON G. FERAUD, County Recorder.
By IRENE MCINERNY, Deputy Recorder.
Fee $13.50.

I hereby certify that I have correctly tanscribed this instrument on the records in the office of the Recorder of San Bernardino County.

R. EASTON, Copyist.

Compared:
M. ALEXANDER,—R. EASTON.

AGREEMENT
BETWEEN
BIG BEAR MUNICIPAL WATER DISTRICT
AND
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

This Agreement is entered into between Big Bear Municipal Water District (hereinafter "BIG BEAR") and San Bernardino Valley Municipal Water District (hereinafter "VALLEY MUNICIPAL").

R E C I T A L S

A. BIG BEAR is obligated to release water from Big Bear Lake (hereinafter "Lake") to Bear Valley Mutual Water Company (hereinafter "BEAR VALLEY"), or to provide other water in lieu of releases from the Lake. This obligation arises from the judgment in *Big Bear Municipal Water District* v. *North Fork Water Co. et al.*, Case 165493, Superior Court, County of San Bernardino (hereinafter "1977 Judgment"). The 1977 Judgment also created the Big Bear Watermaster. Under the 1977 Judgment, BEAR VALLEY may call on BIG BEAR to deliver up to 65,000 acre-feet of water from the Lake in any ten-year period if BEAR VALLEY has water in BEAR VALLEY's Lake Account, as determined by the Big Bear Watermaster.

B. BIG BEAR wishes to obtain a long-term supply of in-lieu water to satisfy part of the obligation to deliver water to BEAR VALLEY. VALLEY MUNICIPAL has a long-term water supply contract with the California Department of Water Resources and access to other sources, and wishes to provide in-lieu water to BIG BEAR.

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SBVMWD LEGAL
DOCUMENT 1645

C. If BIG BEAR's Lake Release Policy first adopted May 1, 1987 (hereinafter "Lake Release Policy") had been in effect under the 1977 Judgment, BIG BEAR would have released 2,000 acre-feet of water per year, on average, from the Lake to Bear Creek for use by BEAR VALLEY during the 26-year period, October 1, 1934 to September 30, 1960. This policy is attached as Exhibit "1". BIG BEAR currently removes up to 1,000 acre-feet per year of snow-making water from the Lake, half of which returns to the Lake when the snow melts. The Lake Release Policy contemplates continuation of this activity at current volumes.

D. If the 1977 Judgment, the Lake Release Policy and this Agreement had been in effect in said period, VALLEY MUNICIPAL would have been called upon to deliver to BEAR VALLEY up to 4,500 acre-feet of water per year, on average, as in-lieu water for BIG BEAR.

E. VALLEY MUNICIPAL has instituted litigation against BIG BEAR and others, which litigation seeks a judicial determination of the rights of the water producers and users within the San Bernardino Basin (hereinafter "Basin") to water from the Basin and to water which historically flowed from Bear Creek and the Lake to the Basin. This litigation is currently on appeal in the California Court of Appeal, Fourth District, Division One, in San Diego (No. D020907).

F. BIG BEAR and VALLEY MUNICIPAL wish to enter into an agreement which will satisfy the in-lieu water requirements of BIG BEAR and end said litigation.

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C O V E N A N T S

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. In each calendar year, when BEAR VALLEY demands Lake water pursuant to the 1977 Judgment, BIG BEAR shall make Lake releases to meet such demands to the extent such releases are consistent with the Lake Release Policy. Releases shall be made in response to any demand which BEAR VALLEY is entitled to make pursuant to the 1977 Judgment, whether for irrigation or other purposes. If BIG BEAR acquires any right (a) to store in the Lake reclaimed water currently discharged outside the watershed or other water imported from outside the watershed, or (b) to remove water from the Lake, then the parties shall make reasonable adjustment of this release obligation to allow BIG BEAR to enjoy the benefits of such water, provided that no such adjustment shall have the effect of reducing the average annual quantity of usable Lake releases contemplated under this Agreement.

2. In each calendar year, whenever Lake releases under the Lake Release Policy are not sufficient to meet BEAR VALLEY's Lake release demands, VALLEY MUNICIPAL shall deliver in-lieu water to satisfy the remainder of those demands. For purposes hereof BEAR VALLEY's Lake release demands shall be limited to water which BEAR VALLEY is entitled to demand from BIG BEAR (a) out of its Lake account under the 1977 Judgment, computed using the same formulas and coefficients used in the Big Bear Watermaster Eighteenth Annual Report dated July 26, 1995, or (b) pursuant to subparagraphs 25(e) and 25(f) of the 1977 Judgment. This water can be provided from the State Water Project, wells, the Santa Ana

River, Exchange Water under the "Santa Ana River – Mill Creek Cooperative Water Project Agreement" (dated May 3, 1976 and recorded in Book 9008, Pages 1 *et seq.*, Official Records of San Bernardino County) or any other lawful source. If VALLEY MUNICIPAL's in-lieu deliveries result in an obligation by BIG BEAR to provide Basin Make-up water under the 1977 Judgment (as determined using the same formulas and coefficients used in the Big Bear Watermaster's Eighteenth Annual Report dated July 26, 1995), VALLEY MUNICIPAL shall provide replenishment water to bring the Basin Make-up Account up to the minimum balance contemplated by the 1977 Judgment. For purposes of the immediately preceding sentence, the percentage credit allowance for stock water deliveries for spreading in Table 4.C of said Annual Report shall be assumed to be 0%.

3. Prior to May 1, 1996, VALLEY MUNICIPAL shall pay sufficient amounts into an escrow account to provide for defeasance of BIG BEAR's remaining payments under the 1989 Certificates of Participation which funded purchase of the well and well sites described in Exhibit "2" attached hereto. Immediately after establishment of the escrow account BIG BEAR shall convey by grant deed to VALLEY MUNICIPAL marketable title to said well and well sites.

4. Immediately after execution of this Agreement BIG BEAR shall convey to VALLEY MUNICIPAL, free of liens and unpaid assessments, all right, title and interest in and to all BEAR VALLEY stock now owned by BIG BEAR, as described in Exhibit "3" attached hereto.

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5. BIG BEAR shall pay VALLEY MUNICIPAL the following amounts:

a. Commencing July 1, 1996 and on each July 1 through 2005, BIG BEAR shall pay VALLEY MUNICIPAL the smaller of:

i. $834,000, or

ii. The product of $834,000 times a fraction in which the denominator is BIG BEAR's assessed value for fiscal year 1995-96 and the numerator is BIG BEAR's assessed value for the fiscal year prior to the fiscal year in which the payment is due. Provided that the annual amount paid shall be not less than 90% of $834,000.

b. Commencing July 1, 2006 and on each July 1 through 2016, BIG BEAR shall pay VALLEY MUNICIPAL the larger of:

i. $834,000, or

ii. The product of $834,000 times a fraction in which the denominator is BIG BEAR's assessed value for fiscal year 2004-05 and the numerator is BIG BEAR's assessed value for the fiscal year prior to the fiscal year in which the payment is due.

c. Commencing July 1, 2017 and on each July 1 thereafter during the life of this Agreement, BIG BEAR shall pay VALLEY MUNICIPAL the larger of:

i. $895,000, or

ii. The product of $895,000 times a fraction in which the denominator is BIG BEAR's assessed value for fiscal year 2004-05 and the numerator is BIG BEAR's assessed value

for the fiscal year prior to the fiscal year in which the payment is due.

As used in this section the term "assessed value" means the Total Net Value After RDA as determined by the San Bernardino County Auditor-Controller. For example, the "assessed value" for 1995-96 is $2,087,130,141.

6. BIG BEAR hereby pledges revenues from its general property tax allocation through the County of San Bernardino as sole security for the payments set forth in this Agreement.

7. BIG BEAR shall not acquire stock, or exercise rights pursuant to stock, in water companies within VALLEY MUNICIPAL.

8. As long as VALLEY MUNICIPAL meets its obligation to deliver water hereunder, BIG BEAR shall not drill or operate wells, or cause wells to be drilled or operated on its behalf, within VALLEY MUNICIPAL except wells which may be operated by, or on behalf of, VALLEY MUNICIPAL to meet the terms of this Agreement.

9. BIG BEAR shall keep adequate records of the water level in the Lake and of the date and amount of each release made in response to demands from BEAR VALLEY and shall submit these records annually to VALLEY MUNICIPAL. VALLEY MUNICIPAL shall keep adequate records of the source and quantity of all water it delivers under this Agreement and shall submit these records annually to BIG BEAR.

10. As long as BIG BEAR makes the releases and payments set forth in paragraphs 1 and 5 hereof, VALLEY MUNICIPAL shall not

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make any other claim regarding prior obligations of BIG BEAR to the Basin.

11. Each party to this Agreement shall abandon or dismiss its appeal in the pending litigation (No. D020907), with each party bearing its own costs and attorney fees therein.

12. This Agreement shall remain in force through the term of VALLEY MUNICIPAL's water supply contract with the California Department of Water Resources, as it may be extended from time to time.

13. This Agreement may be amended only by written agreement of the Parties hereto pursuant to action of their respective boards of directors.

14. **ARBITRATION OF DISPUTES:**

Any disputes between the Parties arising from this Agreement shall be resolved by binding arbitration in accordance with the California Code of Civil Procedure, Part III, Title 9 (commencing with section 1280) and Title 9.3 (commencing with section 1298). Provided, however, parties shall be entitled to discovery under the rules of the Code of Civil Procedure, the arbitrator(s) shall issue a written opinion adequately explaining the basis of the award, and in any proceeding to confirm, correct or vacate an award, the court may consider and correct errors of law.

NOTICE: BY INITIALLING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS

PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

If the dispute in arbitration involves changes in circumstances after execution of this Agreement, the arbitrator(s) shall consider any remedies which may be legally available in response to such changes.

15. Nothing in this Agreement is intended to create, nor shall anything herein be construed as creating, any rights in, benefits for or obligations to, any person or entity other than BIG BEAR and VALLEY MUNICIPAL.

16. This Agreement shall be effective as of the date set forth below.

IN WITNESS WHEREOF this Agreement is executed by the persons authorized by the parties' respective Boards of Directors.

DATED: February 1, 1996

BIG BEAR
MUNICIPAL WATER DISTRICT

By: _____

By: _____

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

By: _____

By: _____

EXHIBIT "1"

Big Bear Municipal Water District's Lake Release Policy was first adopted on May 1, 1987.

Policy states:

"1. When the Lake is within the top four feet, the irrigation demands from Bear Valley Mutual will be met with Lake releases;

2. When the Lake is between four and six feet below full, the District intends to obtain in-lieu water between the months of May 1 and October 31. Between November 1 and April 30, water required would be released from Big Bear Lake.

3. When the Lake is between six and seven feet below full, the Board of Directors shall determine whether to release from the Lake;

4. When the Lake is more than seven feet below full, the District intends to obtain in-lieu water throughout the year."

EXHIBIT "2"

Big Bear Municipal Water District Well Sites and Well

1. Well site only San Bernardino County APN 168-091-07.

2. Well site and well San Bernardino County APN 168-091-08.

These sites are as shown on San Bernardino County Assessor's Map Book 0168 Page 09 which follows and further described in the Grant Deed recorded as document 88-323072 in the Official Records of San Bernardino County.

EXHIBIT "2"

Order No. 919783
Escrow No. 10604-JP
Loan No.

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE INSURANCE CO.

WHEN RECORDED MAIL TO:

Big Bear Municipal
Water District
P.O. Box 2863
Big Bear Lake, CA 92315

$FEE			
Ø			
5 SVY	5 29 DTT		5.01
10	42.90	G	

RECORDED IN OFFICIAL RECORDS
SEP 27 1988 AT 8:00 AM
SAN BERNARDINO COUNTY, CALIF.

88-323072

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME

DOCUMENTARY TRANSFER TAX $ 42.90

X Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax – Firm Name

GRANT DEED

PORTION OF 168-091-06

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

AIRPORT INDUSTRIAL, a California Limited Partnership

hereby GRANT(S) to

BIG BEAR MUNICIPAL WATER DISTRICT

the real property in the City of Redlands
County of SAN BERNARDINO, State of California, described as

COMPLETE LEGAL DESCRIPTION ATTACHED AND MADE A PART HERETO

AS EXHIBIT "A"

919783 2nd

THE RIGHT OF ENTRY TO THESE WELL SITES SHALL BE OFF OF SAN BERNARDINO AVENUE.

Airport Industrial, a California
Limited Partnership

By: Western International Associates

By: Houshang Sanai

By: Khosrow Sohrab

Dated July 28, 1988

STATE OF CALIFORNIA)
COUNTY OF) ss.

On

before me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me (or 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.

WITNESS my hand and official seal.

Signature

(This area for official notarial seal)

1002 (6/82)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

88-323072

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY FOR BIG BEAR MUNICIPAL WATER DISTRICT

Well Site #2:

All that portion of the Southwest 1/4 of the Southeast 1/4 of Section 13, Township 1 South, Range 3 West, SAN BERNARDINO MERIDIAN, in the City of Redlands, County of San Bernardino, State of California, described as follows:

COMMENCING at the Southeast corner of said Section 13 in the centerline of 66 foot wide San Bernardino Avenue; thence along said centerline, South 89° 13' 16" West 1620.00 feet; thence at right angles leaving said centerline, North 0° 46' 44" West 44.00 feet to the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING, continuing North 0° 46' 44" West 50.00 feet; thence North 89° 13' 16" East 50.00 feet; thence South 0° 46' 44" East 50.00 feet; thence South 89° 13' 16" West 50.00 feet to the TRUE POINT OF BEGINNING.

Well Site #3:

All that portion of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 1 South, Range 3 West, SAN BERNARDINO MERIDIAN, in the City of Redlands, County of San Bernardino, State of California, described as follows:

COMMENCING at the Southeast corner of said Section 13 in the centerline of 66 foot wide San Bernardino Avenue; thence along said centerline, South 89° 13' 16" West 620.00 feet; thence at right angles leaving said centerline, North 0° 46' 44" West 44.00 feet to the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING, continuing North 0° 46' 44" West 50.00 feet; thence North 89° 13' 16" East 50.00 feet; thence South 0° 46' 44" East 50.00 feet; thence South 89° 13' 16" West 50.00 feet to the TRUE POINT OF BEGINNING.

Prepared by: H. R. Hartwick

March 22, 1988



EXHIBIT "2"

[redacted]

Acknowledgment Partnership

STATE OF CALIFORNIA
COUNTY OF ORANGE } ss

88-323072

On this 28th day of July 19 88 before me, the undersigned a Notary Public in and for said County and State, personally appeared Houshang Sanai

personally known to me (or proved to me on the basis of satisfactory evidence) to be an individual doing business as Western International Associates one of the general partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
WITNESS my hand and official seal.

Susan Mae Kibel
Notary signature

OFFICIAL SEAL
SUSAN MAE KIBEL
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My comm. expires MAR 8, 1991

(This area for official seal)

Acknowledgment Partnership

STATE OF CALIFORNIA
COUNTY OF ORANGE } ss.

On this 28th day of July 19 88 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Khosrow Sohrab

personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the general partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
WITNESS my hand and official seal.

Debra Campbell
Notary signature

OFFICIAL SEAL
DEBRA CAMPBELL
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires April 24, 1992

(This area for official seal)

EXHIBIT "2"

88-323072

R.V.E. CO. REC'D JUL 1 [illegible]

THIS IS TO CERTIFY THAT THE INTEREST IN THE REAL PROPERTY CONVEYED BY THE WITHIN INSTRUMENT TO BIG BEAR MUNICIPAL WATER DISTRICT, A BODY CORPORATE AND POLITIC, IS HEREBY ACCEPTED BY ORDER OF THE BOARD OF DIRECTORS MADE ON FEBRUARY 26, 1988 AND THE GRANTEE CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

Richard A. Lewsader

RICHARD A. LEWSADER
SECRETARY/TREASURER OF THE BIG BEAR MUNICIPAL WATER DISTRICT AND THE BOARD OF DIRECTORS THEREOF

EXHIBIT "3"

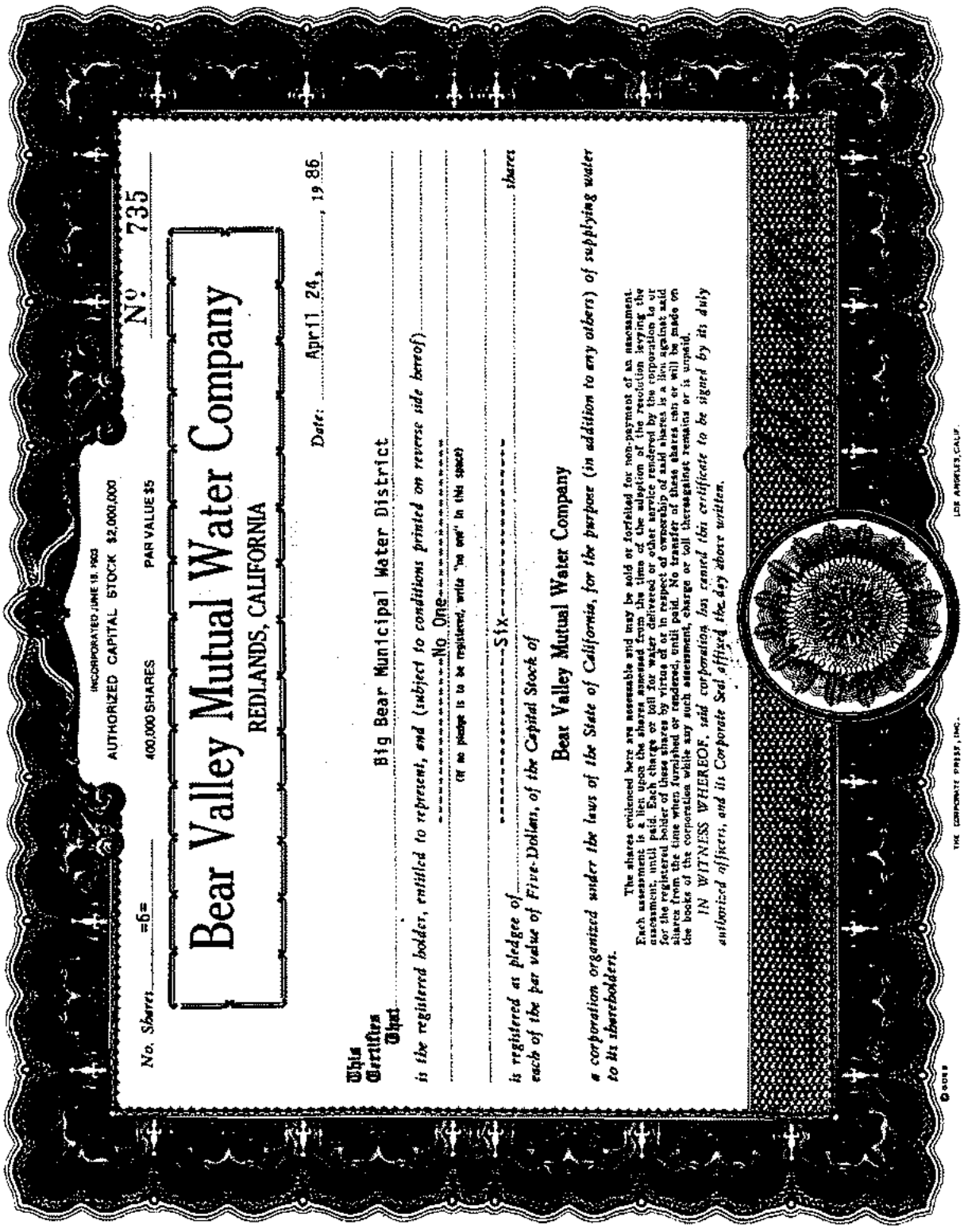
Big Bear Municipal Water District

Bear Valley Mutual Water Company Stock Ownership

5 attached stock certificates summarized below:

No. 735	April 24, 1986	6 Shares
No. 771	March 16, 1987	950 Shares
No. 823	February 29, 1988	200 Shares
No. 879	January 25, 1989	19,870 Shares
No. 1044	January 8, 1993	154 Shares
	Total	21,180 Shares

EXHIBIT "3"



INCORPORATED JUNE 18, 1903

AUTHORIZED CAPITAL STOCK $2,000,000

No. Shares ____ =6= ____ 400,000 SHARES PAR VALUE $5

No. 735

Bear Valley Mutual Water Company

REDLANDS, CALIFORNIA

Date: April 24, 1986

This Certifies That Big Bear Municipal Water District

is the registered holder, entitled to represent, and (subject to conditions printed on reverse side hereof) ----------No One----------

(If no pledge is to be registered, write "no one" in this space)

----------Six----------

is registered as pledgee of ____ shares each of the par value of Five-Dollars, of the Capital Stock of

Bear Valley Mutual Water Company

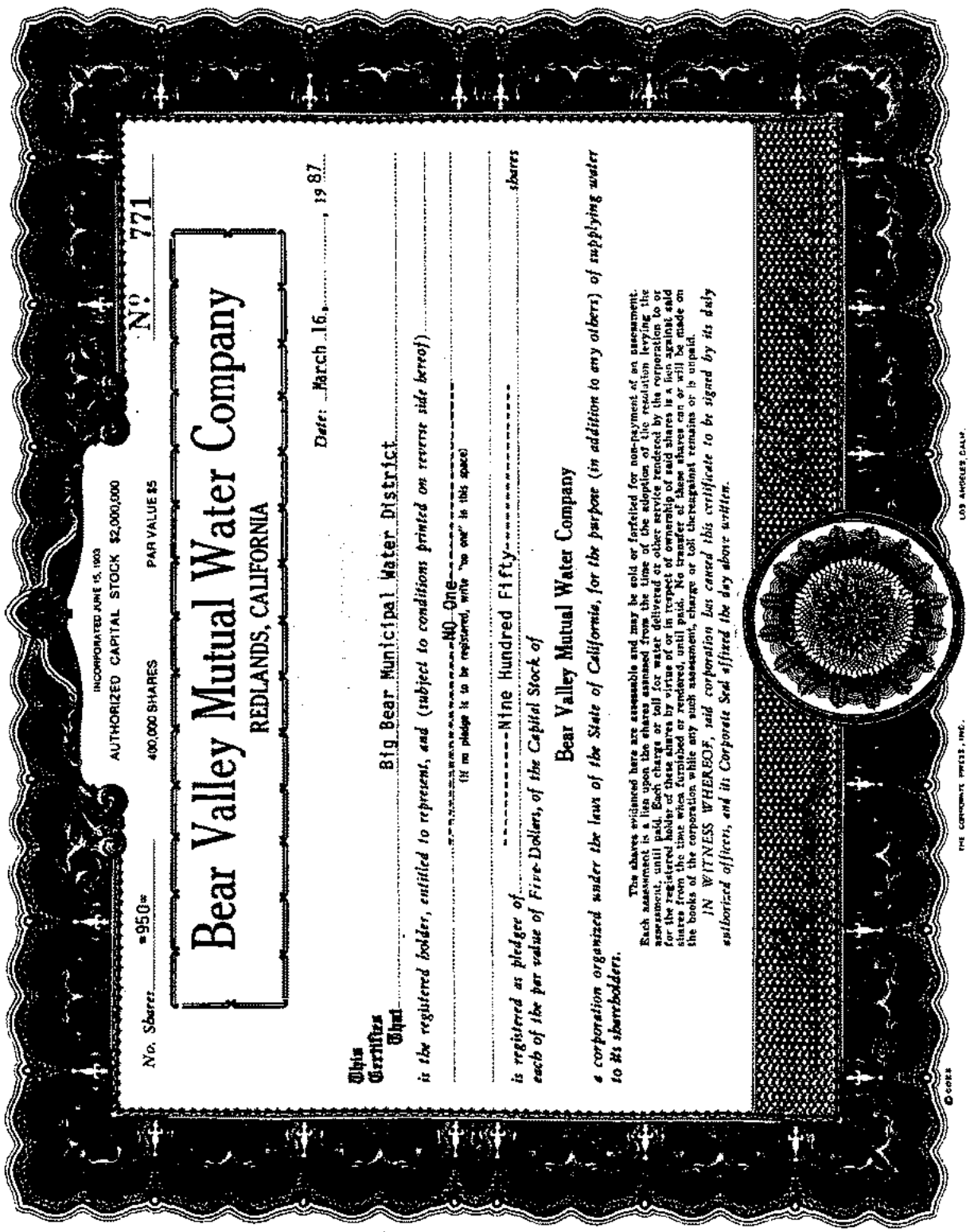
a corporation organized under the laws of the State of California, for the purpose (in addition to any others) of supplying water to its shareholders.

The shares evidenced here are assessable and may be sold or forfeited for non-payment of an assessment. Each assessment is a lien upon the shares assessed from the time of the adoption of the resolution levying the assessment, until paid. Each charge or toll for water delivered or other service rendered by the corporation to or for the registered holder of these shares by virtue of or in respect of ownership of said shares is a lien against said shares from the time when furnished or rendered, until paid. No transfer of these shares can or will be made on the books of the corporation while any such assessment, charge or toll thereagainst remains or is unpaid.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its duly authorized officers, and its Corporate Seal affixed the day above written.

THE CORPORATE PRESS, INC. LOS ANGELES, CALIF.

EXHIBIT "3"



No. Shares *950*

INCORPORATED JUNE 15, 1903

AUTHORIZED CAPITAL STOCK $2,000,000

400,000 SHARES PAR VALUE $5

Nº 771

Bear Valley Mutual Water Company

REDLANDS, CALIFORNIA

Date: March 16, 1987

This Certifies That Big Bear Municipal Water District

is the registered holder, entitled to represent, and (subject to conditions printed on reverse side hereof)

NO One

(If no pledge is to be registered, write "no one" in this space)

is registered as pledgee of Nine Hundred Fifty shares

each of the par value of Five-Dollars, of the Capital Stock of

Bear Valley Mutual Water Company

a corporation organized under the laws of the State of California, for the purpose (in addition to any others) of supplying water to its shareholders.

This shares evidenced here are assessable and may be sold or forfeited for non-payment of an assessment. Each assessment is a lien upon the shares assessed from the time of the adoption of the resolution levying the assessment, until paid. Each charge or toll for water delivered or other service rendered by the corporation to or for the registered holder of these shares by virtue of or in respect of ownership of said shares is a lien against said shares from the time when furnished or rendered, until paid. No transfer of these shares can or will be made on the books of the corporation while any such assessment, charge or toll thereagainst remains or is unpaid.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its duly authorized officers, and its Corporate Seal affixed the day above written.

THE CORPORATE PRESS, INC. LOS ANGELES, CALIF.

INCORPORATED JUNE 15, 1903

AUTHORIZED CAPITAL STOCK $2,000,000

No. 823

Bear Valley Mutual Water Company

REDLANDS, CALIFORNIA

No. Shares =200= 400,000 SHARES PAR VALUE $5

Date: February 29, 1988

This Certifies that Big Bear Municipal Water District

is the registered holder, entitled to representation, and (subject to conditions printed on reverse side hereof) ---------- No One ----------

(If no pledge is to be registered, write "no one" in this space)

is registered as pledge of ---------- Two Hundred ---------- *shares each of the par value of Five Dollars, of the Capital Stock of*

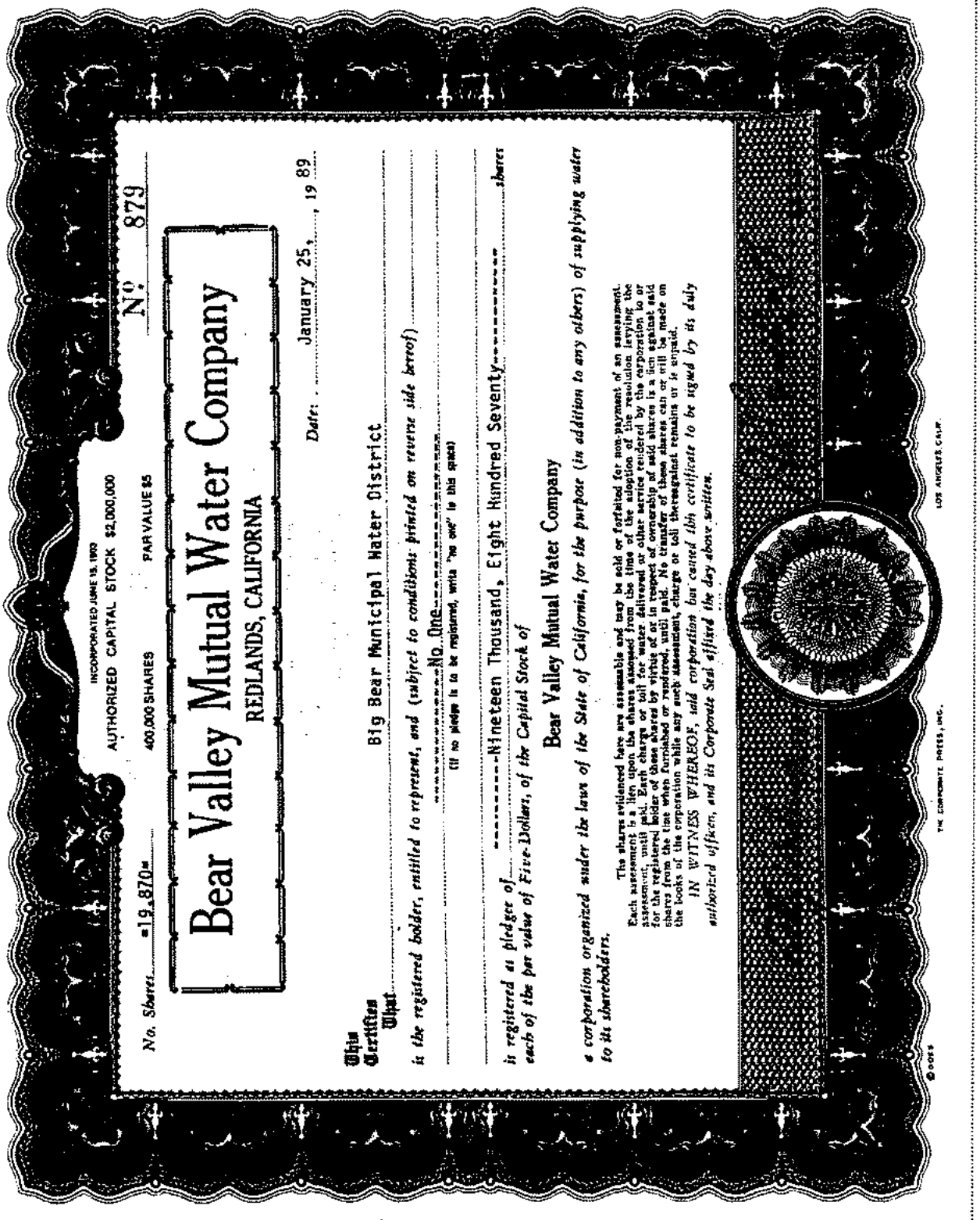
Bear Valley Mutual Water Company

a corporation organized under the laws of the State of California, for the purpose (in addition to any others) of supplying water to its shareholders.

The shares evidenced hereby are assessable and may be sold or forfeited for non-payment of an assessment. Each assessment is a lien upon the shares assessed from the time of the adoption of the resolution levying the assessment, until paid. Such charge or lien for water delivered or other service rendered by the corporation to or for the registered holder of these shares by virtue of or in respect of ownership of said shares is a lien against said shares from the time when furnished or rendered, until paid. No transfer of these shares can be will be made on the books of the corporation while any such assessment, charge or lien thereagainst remains or is unpaid.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its duly authorized officers, and its Corporate Seal affixed the day above written.

THE CORPORATE PRESS, INC. LOS ANGELES, CALIF.



INCORPORATED JUNE 15, 1909
AUTHORIZED CAPITAL STOCK $2,000,000

No. 879

Bear Valley Mutual Water Company

REDLANDS, CALIFORNIA

No. Shares 19,870 — 400,000 SHARES — PAR VALUE $5

Date: January 25, 1989

This Certifies That Big Bear Municipal Water District

is the registered holder, entitled to represent, and (subject to conditions printed on reverse side hereof) .....No. One.....

(If no pledge is to be registered, write "no one" in this space)

is registered as pledgee of .....Nineteen Thousand, Eight Hundred Seventy..... shares each of the par value of Five Dollars, of the Capital Stock of

Bear Valley Mutual Water Company

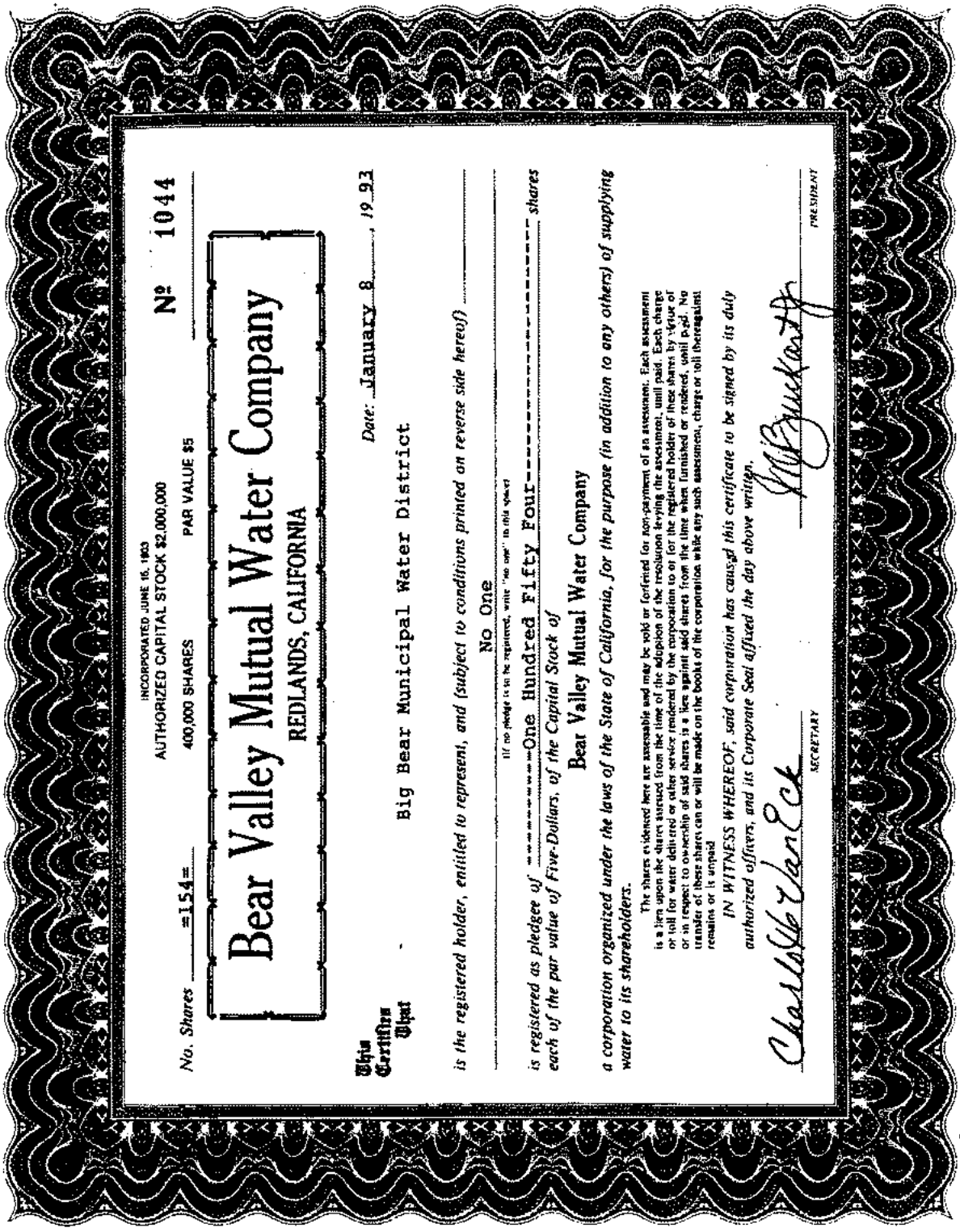
a corporation organized under the laws of the State of California, for the purpose (in addition to any others) of supplying water to its shareholders.

The shares evidenced here are assessable and may be sold or forfeited for non-payment of an assessment. Each assessment is a lien upon the shares assessed from the time of the adoption of the resolution levying the assessment, until paid. Each charge or toll for water delivered or other service rendered by the corporation to or for the registered holder of these shares by virtue of or in respect of ownership of said shares is a lien against said shares from the time when furnished or rendered, until paid. No transfer of these shares can or will be made on the books of the corporation while any such assessment, charge or toll thereagainst remains or is unpaid.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its duly authorized officers, and its Corporate Seal affixed the day above written.

THE CORPORATE PRESS, INC. LOS ANGELES, CALIF.

EXHIBIT "3"



INCORPORATED JUNE 15, 1903
AUTHORIZED CAPITAL STOCK $2,000,000

No. Shares =154= 400,000 SHARES PAR VALUE $5 № 1044

Bear Valley Mutual Water Company

REDLANDS, CALIFORNIA

This Certifies That

Date: January 8, 19 93

Big Bear Municipal Water District

is the registered holder, entitled to represent, and (subject to conditions printed on reverse side hereof)

No One

(If no pledge is to be registered, write "no one" in this space)

is registered as pledgee of ----------One Hundred Fifty Four---------- *shares each of the par value of Five-Dollars, of the Capital Stock of*

Bear Valley Mutual Water Company

a corporation organized under the laws of the State of California, for the purpose (in addition to any others) of supplying water to its shareholders.

The shares evidenced here are assessable and may be sold or forfeited for non-payment of an assessment. Each assessment is a lien upon the shares assessed from the time of the adoption of the resolution levying the assessment, until paid. Each charge or toll for water delivered or other service rendered by the corporation to or for the registered holder of these shares by virtue of or in respect to ownership of said shares is a lien against said shares from the time when furnished or rendered, until paid. No transfer of these shares can or will be made on the books of the corporation while any such assessment, charge or toll thereagainst remains or is unpaid

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its duly authorized officers, and its Corporate Seal affixed the day above written.

Charlotte Van Eck
SECRETARY

M Buckart Jr
PRESIDENT

©DOLE 880

SURPLUS WATER SALE AGREEMENT

This Surplus Water Sale Agreement ("Agreement") is made and entered into as of 6th day of June, 2018, by and between the SAN GORGONIO PASS WATER AGENCY ("Agency") and SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT ("District"). Agency and District are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

A. Agency and District are state water contractors and regional water agencies that provide water on a wholesale basis to retail water providers and other public agencies within their respective service areas. There are two retail water providers that are within the service areas of both Agency and District. Those retailers are the Yucaipa Valley Water District and the South Mesa Water Company (collectively referred to as "Retailers"); and

B. Agency desires additional water supplies of all kinds to improve its water supply reliability, including wet year yield; and

C. Agency and District have a long history of cooperative efforts to serve water to their respective service areas, including water exchanges and sharing capacity in the East Branch Extension; and

D. District anticipates that from time to time, it may have surplus State Water Project water ("Surplus Water") that is surplus to the needs of its retail customers; and

E. District has adopted its Ordinance 79 which establishes procedures for the surplus and sale of surplus State Water Project Water; and

F. District desires to provide Agency the first right of refusal to purchase up to 5,000 acre-feet of District's Surplus Water per calendar year; and

G. Agency desires to purchase Surplus Water from District under the terms and conditions set forth in this Agreement and in a manner that is consistent with Ordinance 79.

NOW THEREFORE, in consideration of the foregoing recitals and the promises and covenants contained herein, the Parties agree as follows:

1. **Term of Agreement.**

The term of this Agreement shall commence on January 1, 2018 and end on December 31, 2032. ("Term").

2. **Purchase and Sale of Surplus Water.**

(a) District may determine, in its sole discretion, the amount of Surplus Water that will be available for purchase during each calendar year of the term of this Agreement. Notwithstanding the foregoing, if District determines that Surplus Water is available, District shall provide Agency the right of first refusal to purchase up to the first 5,000 acre feet of said Surplus Water.

(b) On or before June 15 of each year during the Term, District shall provide notice to Agency of the amount of Surplus Water that is available for purchase for that calendar year. Agency shall then have 30 days from the date of said notice to notify District of the amount of said Surplus Water that it wishes to purchase for that applicable year.

3. **Purchase Price for Surplus Water.**

The purchase price for Surplus Water delivered by District to Agency shall be the sum of the costs as calculated in subsections (a) and (b) below.

(a) The cost of the water shall be based on the State Water Project Table A allocation as determined for the applicable year as follows:

Final SWP Allocation	Cost Per Acre-Foot
0 - 20%	$400
21 - 40%	$300
41 - 60%	$200
61 - 100%	$100

(b) The power cost to move the Surplus Water through the State Water Project facilities, District facilities, and then to the Point of Delivery as defined herein, shall be paid as follows: (i) Agency shall pay to District power costs at the power cost rate established for the State Water Project for the applicable year. The actual power costs shall be reconciled on or before the end of the calendar year following the year of the delivery. In the event it is determined that Agency has underpaid power costs, Agency shall make payment for the amount owed to District within 30 days of said determination. In the event it is determined that Agency has overpaid power costs, Agency may elect to either receive payment from District within 30 days from the date of said determination or to apply said amount as a credit toward power costs for a subsequent year.

(c) On or before expiration of each 5-year period during the Term, the Parties shall meet and confer in good faith in regard to whether the amount and/or calculation of the purchase price should be changed. In the event the Parties cannot agree as to a new or different amount or calculation, then either Party shall have the right to terminate this Agreement. Unless a Party elects to so terminate this Agreement, the purchase price then in effect shall remain in effect unless or until the Parties reach an agreement to make any such change.

4. **Delivery of Water.**

(a) **Point of Delivery.** The physical point of delivery ("Point of Delivery") of Surplus Water pursuant to this Agreement includes, but is not limited to, the following locations:

Delivery Location	Reach Number
Various locations in the San Bernardino Basin	EBX – 1, 2A, 2B, 2C
Various locations in the Yucaipa Basin	EBX – 3B
Various locations in the Beaumont Basin;	EBX – 4A, 4B

(b) **Delivery Schedule.** District will cooperate with Agency to coordinate for the delivery at the Point of Delivery upon a mutually agreeable delivery schedule.

5. **Use of Water in the San Gorgonio Pass Water Agency Service Area.** Agency shall only purchase the amount of Surplus Water that it is able to put to beneficial use within its service area.

6. **Resale of Surplus Water.** During the applicable year, Agency shall first offer to sell fifty percent (50%) of any Surplus Water to the Retailers, per the current pricing policy of Agency.

The Retailers share of Surplus Water described in this Section will be equally divided up to a Retailer share of two thousand (2,000) acre-feet. Any Retailer share more than 2,000 acre-feet will be offered to the Retailers in proportion to the amount of imported water each Retailer has purchased from Agency over the previous 3 calendar years.

Each Retailer shall notify Agency within 30 days of said offer as to whether, and to what extent, each Retailer desires to purchase Surplus Water. If one Retailer elects not to purchase any share, or elects to purchase less than its share, then the balance shall be made available to the other Retailer.

In the event the Retailers elect not to purchase all of the water described in this Section, Agency may purchase the remainder of the water.

7. **Regulatory Requirements**. The implementation of this Agreement shall be subject to satisfaction by District and Agency of applicable legal and regulatory requirements.

8. **Default and Termination**. In the event either Party fails to make any payment under this Agreement when due, or fails to perform any obligation otherwise required by this Agreement, the non-defaulting Party shall demand in writing that the defaulting Party cure such non-performance. The defaulting Party shall have ninety (90) days after receipt of such demand to cure. In the event the defaulting Party fails to cure a default within the ninety (90) day period, the non-defaulting Party may pursue any applicable action in law or equity including, but not limited to, termination, specific performance and/or damages for breach of this Agreement.

9. **Entire Agreement**. This Agreement contains the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the Parties. This Agreement cannot be amended except in writing signed by both Parties.

10. **No Waiver**. Any failure or delay on the part of either Party to exercise any right under this Agreement shall not constitute a waiver of the right, and shall not preclude such Party from exercising or enforcing the right, or any other provision of this Agreement, on any subsequent occasion.

11. **Notices**. All notices or other communications required or desired to be given pursuant to this Agreement shall be in writing and shall be hand-delivered or sent by a reputable overnight courier service providing delivery confirmation. Each such notice or communication shall be deemed to be duly given when hand-delivered or one (1) day after being deposited for next day delivery with an overnight courier. Each such notice or communication shall be

addressed to the Parties at their respective addresses set forth next to their signatures below, or such other address as a Party notifies the other in writing.

12. **Severability**. If any provision of this Agreement is finally determined by a court to be invalid or unenforceable as written, the provision shall, if possible, be enforced to the extent reasonable under the circumstances and otherwise shall be deemed deleted from this Agreement. The other provisions of this Agreement shall remain in full force and effect so long as the material purposes of the Agreement and understandings of the Parties are not impaired.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

DISTRICT:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: Douglas D. Headrick

Name: Douglas D. Headrick

Title: General Manager

Address: 380 E. Vanderbilt Way
San Bernardino, CA 92408

AGENCY:

SAN GORGONIO PASS WATER AGENCY

By: Jeffrey W Davis

Name: Jeff Davis

Title: General Manager

Address: 1210 Beaumont Ave
Beaumont, CA 92223

EXHIBIT A

Resale of Surplus Water Examples

			Amount to Each Retailer	
Amount of Surplus Water	SGPWA	Total Retailer Share	SMWC	YVWD
1,000 AF	500 AF	500 AF	250 AF	250 AF
2,000 AF	1,000 AF	1,000 AF	500 AF	500 AF
5,000 AF	2,500	2,500 AF	1,000 AF + PROPORTION OF 500	1,000 AF + PROPORTION OF 500

PROPORTION OF 500: The remaining 500 AF will be proportioned per Section 6 of this agreement, in proportion to the amount of SWP water each retailer purchased over the previous three (3) years

FOUR PARTY IMPLEMENTATION AGREEMENT

This Implementation Agreement ("Agreement") is made and entered into on the Effective Date (as defined herein) by and between Emhart Industries, Inc. ("Emhart"), the City of Rialto and the Rialto Utility Authority (collectively, "Rialto"), the City of Colton, ("Colton"), and the County of San Bernardino ("County"). Emhart, Rialto, Colton and the County are referred to individually herein as a "Party" and collectively as the "Parties."

RECITALS

The Purpose of this Agreement

A. This Agreement facilitates implementation of the interim remedial action required by the Consent Decree (Dkt. No. 1820) entered on July 2, 2013, by the United States District Court for the Central District of California (the "District Court"), in *City of Colton v. American Promotional Events, Inc.-West, et al.*, Case No. ED CV 09-01864 PSG (SSx), and related consolidated actions (the "Work Consent Decree").

B. The remedial action required by the Work Consent Decree was selected and approved, and will be overseen, by the United States Environmental Protection Agency ("USEPA" or "EPA") pursuant to its authority under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, *et seq*. (the "EPA Remedy," as defined below). The EPA Remedy is designed to capture and remove perchlorate and trichloroethylene ("TCE") in groundwater in the Rialto-Colton Groundwater Basin ("Basin") emanating from a 160-acre parcel located in Rialto, California (the "160-Acre Parcel").

C. As set forth herein and in the County/Emhart Implementation Agreement, the EPA Remedy will be combined with an existing groundwater extraction and treatment remedy designed and constructed by the County to capture and remove perchlorate and TCE in the Basin as required by the California Regional Water Quality Control Board, Santa Ana Region (the "Regional Board Remedy," as defined below).

D. Upon Emhart's completion of construction and permitting necessary to combine the EPA Remedy and the Regional Board Remedy ("Combined

Remedies," as defined below), Rialto will operate the Combined Remedies to provide potable drinking water to Rialto's and, if necessary, Colton's municipal water supply systems.

The Regional Board Remedy

E. In January 2003, the Regional Water Quality Control Board, Santa Ana Region ("Regional Board") adopted Cleanup and Abatement Order No. R8-2003-0013, which required the County to develop and implement a remedial action to abate perchlorate in groundwater in the Basin allegedly migrating from County property ("Cleanup Order"). In September 2004, the Regional Board adopted Order No. R8-2004-0072, amending the Cleanup Order to require the County to provide Rialto with replacement water for City of Rialto Well No. 3 ("CR-3") ("Water Replacement Order"). The Cleanup Order and the Water Replacement Order are collectively referred to herein as the "Regional Board Order."

F. In 2005, pursuant to the Regional Board Order, the County completed a remedial investigation and feasibility study ("RI/FS") which identified a former bunker area where munitions had been stored during the Second World War ("Bunker Area") and the Stonehurst Property (which is not owned or operated by the County) as potential source areas of perchlorate subject to the Regional Board Order. The RI/FS and subsequent studies by the County concluded that current and past disposal units of the Mid-Valley Sanitary Landfill ("MVSL") were not sources of perchlorate contamination. The RI/FS concluded that perchlorate and VOC impacts to groundwater near CR-3 likely originated in source areas located in the vicinity of Unit 5 of the MVSL and/or the Stonehurst Property.

G. In 2005, the County and Rialto entered into an agreement titled "Water Replacement Order Implementation Agreement and Water Rights Lease," effective April 1, 2005 ("County/Rialto Implementation Agreement"), which, among other things, facilitates the County's compliance with the Regional Board Order.

H. In 2006, the County commenced operation of the Regional Board Remedy under the oversight of the Regional Board pursuant to the Regional Board Order. In December 2007, the County issued an updated design report that proposed to install two additional groundwater extraction wells, now known as

Miro-2 and Miro-3, to be connected to the treatment plant at CR-3. In February 2008, the Regional Board approved this plan as proposed by the County. In July 2011, the County submitted to the Regional Board an Operations, Monitoring and Maintenance Plan ("OMMP"), which among other things, proposed to vary the production rate from the Regional Board Remedy by season, to enable the output from the County's groundwater treatment plant to better match the Rialto seasonal water demand (compared to operating at a fixed rate 24 hours a day, 365 days a year). In February 2012, the Regional Board approved the OMMP pumping schedule as proposed by the County. As the permitee under its Domestic Water Supply Permit No. 71-009, Rialto operates the County's groundwater treatment plant located on Linden Avenue adjacent to CR-3 as set forth in the County/Rialto Implementation Agreement.

I. In August 2010, the County, Colton, and Rialto entered into a Standby Agreement whereby the County leased certain water rights from Colton ("County/Colton/Rialto Standby Agreement"), which, among other things, further facilitates the County's compliance with the Regional Board Order.

The EPA Remedy

J. In January 2009, USEPA commenced its RI/FS process for the 160-Acre Parcel, which is located immediately north and east of the County's MVSL. In September 2009, USEPA listed the 160-Acre Parcel on the National Priorities List ("NPL") as the B.F. Goodrich Superfund Site. By placing the B.F. Goodrich Superfund Site on the NPL, USEPA assumed jurisdiction and control over its cleanup. On December 11, 2013, USEPA changed the name of the B.F. Goodrich Superfund Site to the Rockets, Fireworks, and Flares Superfund Site.

K. In September 2010, the USEPA issued the *Interim Action Record of Decision* for the Source Area Operable Unit ("SAOU") of the B.F. Goodrich Superfund Site ("2010 ROD"), requiring the installation, operation, and maintenance of a groundwater pump-and-treat system to intercept and control the spread of contaminated groundwater from the 160-Acre Parcel.

Federal Court Actions

L. In 2004, Rialto filed an action in the District Court, known as *City of Rialto v. United States Department of Defense et al.*, Civil Action No. ED CV 04-00079-PSG-SSx. In early 2005, Colton filed a similar action in the District Court,

known as *City of Colton v. American Promotional Events, Inc.-West, et al.*, Civil Action No. ED CV 05-01479 PSG (SSx). Rialto and Colton brought their respective actions against a number of defendants, including the County and Emhart, seeking response costs and injunctive relief to, among other things, ensure that perchlorate and TCE in the Basin would be cleaned up.

M. In February 2010, the United States, on behalf of USEPA, filed an action in the District Court under CERCLA and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, *et seq*., known as *United States of America v. Goodrich Corporation et al.*, CV 10-8245 PSG (SSx), seeking, among other things, from a number of defendants, including Emhart but not the County, response costs and performance of the necessary response actions at the B.F. Goodrich Superfund Site (the "United States Action"). Emhart and other defendants sued by the United States then filed Third-Party Complaints and Cross-Claims against the County and others.

N. In June 2010, the District Court consolidated the United States Action with actions which had been re-filed by: Rialto, Case No. 09-07501 PSG (SSx) in October 2009; Colton, Case No. CV 09-01864 PSG (SSx) in October 2009; Emhart, Case No. 09-07508 PSG (SSx) in October 2009, the County, Case No. 09-06632 PSG (SSx) in September 2009, and two additional cases related to groundwater contamination in the Basin, also re-filed in late 2009, as *City of Colton v. American Promotional Events, Inc.-West, et al.*, Case No. 09-01864 (SSx) (the "Consolidated Actions").

O. Between 2011 and 2014, the claims, which had been brought by and against the United States, the County, Rialto, Colton, Emhart, and most other parties in the Consolidated Actions, were resolved by settlements memorialized in the Work Consent Decree, the County Consent Decree entered in January 2012, the PSI Consent Decree entered in March 2013, the Goodrich/UTC Consent Decree entered in July 2013, and other settlements.

The Combined Remedies

P. In June 2013, the USEPA approved Emhart's proposal for a Combined Capture System. In May 2014, the USEPA approved the final design of the Combined Remedies including a Combined Treatment Plant.

Q. In accordance with Paragraphs 10 and 12 of the Work Consent Decree, this Agreement sets forth the Parties' respective rights and obligations regarding implementation of the Combined Remedies. The Parties have separately entered into additional agreements (e.g., the County/Rialto Implementation Agreement, the County/Colton/Rialto Standby Agreement, the County/Emhart Implementation Agreement, and the County Consent Decree) which address, among other things, certain rights and obligations among the parties to those agreements related to the Regional Board Remedy, the EPA Remedy, and/or the Combined Remedies.

Recitals A through Q, above, are not intended to and do not create any rights or obligations among the Parties to this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

I. Definitions

A. "1961 Decree" means the Decree entered on December 22, 1961, in *The Lytle Creek Water and Improvement Co. v. Fontana Ranchos Water Co. et al.,* San Bernardino County Superior Court Case No. 81264, as it may be modified.

B. "Basin" means the Rialto-Colton Groundwater Basin.

C. "Claims" means any third-party claim for losses, damages, actions or liability.

D. "Closure" means, for Emhart, EPA's determination that the Performance Standards set forth in the Work Consent Decree have been met so that Emhart has no further obligation to operate any portion of the Combined Remedies; and, for the County, the Regional Board's determination that the County has met its remedial obligations so that the County has no further obligation to operate any portion of the Combined Remedies.

E. "Colton Water Budget" means a document, detailing Colton's anticipated month-by-month minimum needs and maximum capacity to accept water generated by the Combined Remedies for the upcoming Water Year, subject to the Colton Water Rights, that Colton will provide annually to Rialto, the

County, and Emhart to assist the Parties in their development of the annual Water Management Plan for the Combined Remedies.

F. "Colton's DDW Permit" means domestic water supply Permit No. 03-13-96P-001 issued to Colton by DDW on June 28, 1996, as it has been and may be amended in the future.

G. "Colton Water Rights" means Colton's water rights in the Basin under the 1961 Decree.

H. "Combined Capture System" means the extraction wells and associated conveyance piping connected to the Combined Treatment Plant necessary for operation of the Combined Remedies. There are currently three existing extraction wells (Miro-2, Miro-3, and CR-3) and one planned extraction well (EW-1) that will be connected to the Combined Treatment Plant; the locations of these wells and associated piping are shown on Exhibit C (Conceptual Diagram of Combined Capture System). This definition includes any additional extraction wells and associated piping that may be added in the future, as necessary or appropriate to comply with the Work Consent Decree or Regional Board Order.

I. "Combined Remedies" means the Combined Capture System and the Combined Treatment Plant, but does not include groundwater monitoring wells.

J. "Combined Treatment Plant" or "CTP" means a system of groundwater treatment components, consisting of (1) the County treatment plant at CR-3, in place as of the Effective Date, constructed by the County to comply with the Regional Board Order; (2) the expansion of the County treatment plant constructed by Emhart, after the Effective Date, to comply with the Work Consent Decree (as described in detail in the final design approved by EPA on May 19, 2014); and (3) any future expansion of such treatment plant as necessary or appropriate to comply with the Work Consent Decree or the Regional Board Order.

K. "Combined Treatment Plant Lease Area" means the Combined Treatment Plant Lease Area as defined in Exhibit J hereto.

L. "County Consent Decree" means the Consent Order and Judgment entered by the United States District Court for the Central District of California on

January 31, 2012 in *City of Colton v. American Promotional Events, Inc-West et al.*, Case No. 09-1864 PSG (SSx) (Dkt. No. 1258).

M. "County/Emhart Implementation Agreement" means the separate Implementation Agreement entered into between the County and Emhart in accordance with Paragraph 12 of the Work Consent Decree concurrently with this Agreement.

N. "County/Rialto Implementation Agreement" means the agreement titled "Water Replacement Order Implementation Agreement and Water Rights Lease," entered by Rialto, the Rialto Utility Authority, and the County, effective April 1, 2005.

O. "CR-3" means City of Rialto well No. 3.

P. "DDW" means the California State Water Resources Control Board Division of Drinking Water, formerly, the California Department of Public Health Division of Drinking Water.

Q. "Effective Date" means the date the last Party executes this Agreement.

R. "EPA" or "USEPA" means the United States Environmental Protection Agency.

S. "EPA Remedy" means the system of extraction wells, conveyance pipelines, and the expansion of the County's groundwater treatment plant to be constructed by Emhart required by the Work Consent Decree.

T. "Regional Board Order" means Cleanup and Abatement Order No. R8-2003-0013, adopted by the Regional Water Quality Control Board, Santa Ana Region ("Regional Board"), on January 17, 2003, as amended by Order No. R8-2004-0072, adopted by the Regional Board, on September 17, 2004, and as Order No. R8-2003-0013 may be amended in the future.

U. "Regional Board Remedy" means the system of extraction wells, conveyance pipelines, and groundwater treatment plant operated by the County in compliance with the Regional Board Order.

V. "Replacement Water" means potable water acquired from a water purveyor other than Rialto holding a DDW domestic water supply permit and delivered to Rialto, or the acquisition of additional water rights in the Basin, by the County for use by Rialto.

W. "Rialto Water Budget" means a document, detailing Rialto's anticipated month-by-month minimum needs and maximum capacity to accept water generated by the Combined Remedies for the upcoming Water Year, subject to the Rialto Water Rights, that Rialto will provide annually to Colton, the County, and Emhart to assist the Parties in their development of the annual Water Management Plan for the Combined Remedies.

X. "Rialto Water Rights" means certain water rights in the Basin that Rialto has leased to the County as set forth in the County/Rialto Implementation Agreement.

Y. "Rialto's DDW Permit" means domestic water supply Permit No. 71-009 issued to Rialto by DDW on January 8, 1971, as amended by Permit Amendment No. 05-13-06PA-005 issued on May 8, 2006, Permit Amendment No. 05-13-09PA-042 issued on January 4, 2010, and as permit No. 71-009 may be amended in the future.

Z. "SOW" means the Statement of Work attached as Appendix F to the Work Consent Decree.

AA. "Summer Months" means May through September, inclusive.

BB. "Water Year" means October 1 through the following September 30.

CC. "Winter Months" means October through the following April, inclusive.

DD. "Work" means all activities and obligations Emhart is required to perform under the Work Consent Decree, except the activities required under Section XXIII (Retention of Records) of the Work Consent Decree.

EE. "Work Consent Decree" means the Consent Decree entered by the United States District Court for the Central District of California on July 2, 2013 in *City of Colton v. American Promotional Events, Inc-West et al.*, Case No. 09-1864 PSG (SSx) (Dkt. No. 1820) as it may be amended in the future.

II. The Remedial Objectives of the Combined Remedies

A. Emhart is responsible for meeting the remedial action objectives set forth in the Work Consent Decree.

B. The County is responsible for complying with the Regional Board Order, including meeting the remedial action objectives developed pursuant thereto.

C. If, in the future, in connection with their respective responsibilities to meet the remedial action objectives the Regional Board Order or the Work Consent Decree, the County or Emhart needs to modify or expand the Combined Remedies, associated conveyance pipelines, monitoring wells, or any part thereof, the Parties shall meet and confer in good faith to discuss any such necessary expansion or modification in accordance with their obligations under the Work Consent Decree, the County Consent Decree and the County/Rialto Implementation Agreement. Nothing in this Paragraph limits or expands the rights and obligations of the Parties under such agreements.

III. The Design, Permitting, Installation, and Construction of the Work

A. Emhart's Responsibilities

1. Emhart shall ensure that knowledgeable representatives are available, as reasonably necessary, to consult with Rialto, Colton, and the County during the design, permitting, installation, and construction phases of the Work.

2. Subject to the terms of the Work Consent Decree, Emhart is responsible for the cost of the design, permitting, installation, and/or construction of:

a. the new extraction well(s) necessary to perform the Work;

b. the expansion of the County's groundwater treatment plant at CR-3 necessary to perform the Work;

c. the additional piping and infrastructure necessary to:

i. connect the new extraction well(s) to the Combined Treatment Plant;

ii. connect the Combined Treatment Plant to the existing Rialto municipal water supply system;

iii. deliver water to the Colton municipal water supply system pursuant to Emhart's lease of Colton Water Rights either through the existing Rialto municipal water supply system or by some other means agreed to by the Parties in writing; and

iv. deliver water to a water purveyor (other than Colton) which is to receive water pursuant to a lease of water rights to Emhart, either through the existing Rialto municipal water supply system or by some other means agreed to by the Parties;

d. obtaining modification of Colton and Rialto's DDW Permits as necessary for operation of the Combined Remedies to satisfy Emhart's obligations under the Work Consent Decree; and

e. any expansion or modification of the Combined Remedies required to satisfy Emhart's obligations under the Work Consent Decree.

3. During the design, permitting, installation, construction, startup and shakedown phases of the Work, and prior to obtaining modification of Colton and Rialto's DDW Permits as necessary for operation of the Combined Remedies, Emhart shall not interfere with the County's ability to operate the Regional Board Remedy in a manner consistent with and without degradation to the County's obligations under the Regional Board Order and the County/Rialto Implementation Agreement.

4. During the design, permitting, installation, and construction phases of the Work within the jurisdiction of Rialto or Colton, Emhart shall comply with the applicable permitting and approval processes required by the Rialto or Colton municipal codes, as applicable, as set forth in Paragraphs VII. A and B, below.

B. Colton's Responsibilities

1. During the design, permitting, installation, and construction phases of the Work, Colton shall (a) ensure that knowledgeable representatives

are available, as reasonably necessary, to work with Emhart, Rialto, and the County; and (b) provide Emhart access as set forth in Paragraph VII.A, below.

C. Rialto's Responsibilities

1. During the design, permitting, installation, and construction phases of the Work, Rialto shall ensure that knowledgeable representatives are available, as reasonably necessary, to work with Colton and the County.

2. During the design, permitting, installation, and construction phases of the Work, Rialto shall ensure that knowledgeable representatives are available, as reasonably necessary, to work with Emhart, provided that Emhart reimburses Rialto for:

a. the cost of time incurred by Rialto's consultant Peter Fox (or Rialto's designated alternate consultant, West Yost Associates) reasonably required to provide information, evaluate information provided, or attend meetings, as needed, during the design, permitting and construction phases of the Work, except for the first 10 hours of the consultant's time, on a "time and materials" basis (the procedure for reimbursement of these costs is set forth in Exhibit A); and

b. any other Rialto personnel or consultant costs, including, but not limited to, costs to conduct any required plan checks, engineering checks, and/or reviews associated with permits issued by Rialto which are necessary during the design, permitting, and construction phases of the Work, up to a total amount not to exceed $20,000, which, as of the Effective Date, Emhart has paid to Rialto.

3. During the design, permitting, installation and construction phase of the Work, Rialto shall provide Emhart access as set forth in Paragraph VII.B, below.

D. County Responsibilities

During the design, permitting, installation, and construction phases of the Work, the County shall: (a) not unreasonably deny the availability of knowledgeable representatives to work with Rialto, Colton, and Emhart; and (b) provide Emhart with access to the County's groundwater treatment plant at CR-3 as necessary to expand the treatment plant consistent with the

County/Emhart Implementation Agreement. Upon the effective date of the lease attached hereto as Exhibit J, Rialto consents to the County's grant of such access to Emhart in accordance with Paragraph 10.a.v of the County/Rialto Implementation Agreement and Paragraph 36 of Exhibit K thereto.

IV. Operation and Maintenance of the Combined Remedies

A. Commencement of Rights and Obligations in Paragraph IV

1. The Parties' rights and obligations in this Paragraph IV shall be effective upon approval by DDW of the amendment of Colton and Rialto's DDW Permits necessary to allow water generated by the Combined Remedies to be delivered to Rialto and Colton customers.

2. Prior to issuance of the amendment of Rialto's DDW Permit to operate the Combined Remedies, Emhart is required by DDW to demonstrate effective operation of the new treatment components of the Combined Treatment Plant. Emhart shall be responsible for all costs of energy used by Emhart as a result of that demonstration. Following completion of the demonstration period, Emhart, the County and Rialto shall meet and confer to determine the costs of energy, for which Emhart and the County shall reimburse Rialto consistent with the cost allocation methodology set forth in Paragraphs IV.F.2.d.ii and iii.

B. Party Coordination During the Operation and Maintenance of the Combined Remedies

Emhart, the County, Rialto, and Colton shall not unreasonably deny the availability of knowledgeable representatives to consult with each other during the operation and maintenance of the Combined Remedies.

C. Operation and Maintenance of the Combined Treatment Plant

1. Rialto, as the operator of the Combined Treatment Plant and permitee under Rialto's DDW Permit, shall, in its sole discretion, operate and maintain the Combined Treatment Plant.

2. Rialto shall employ or contract with a qualified person or persons who is/are authorized by law to operate the Combined Treatment Plant.

3. The Anticipated Combined Remedies Operation and Maintenance Activities are set forth in Exhibit B, hereto.

4. As set forth in Paragraph IV.F, below, Emhart and the County shall pay to Rialto the cost to operate and maintain the Combined Treatment Plant.

D. Operation, Maintenance, and Management of the Combined Capture System

1. Rialto shall, in its sole discretion, operate and maintain the Combined Capture System, except that Emhart and the County shall determine the pump rates for each extraction well necessary to achieve the remedial objectives of the Combined Remedies.

2. As set forth in Paragraph IV.F, below, Emhart and the County shall pay to Rialto the cost to operate and maintain the Combined Capture System.

3. Unless otherwise agreed to in writing between Rialto, the County and Emhart (at the sole discretion of each), Rialto shall be responsible for collecting and analyzing all groundwater samples as required under Rialto's DDW Permit; provided, however, as of the Effective Date (and until otherwise agreed in writing by Rialto and the County), the County shall be responsible for collecting and analyzing groundwater samples from County-installed monitoring wells, as required by Rialto's DDW Permit, and providing that data to Rialto.

4. As between Rialto and the County, this Paragraph IV and Exhibits B (Anticipated Combined Remedies Operation and Maintenance Activities) and H (Annual Allocation of CR-3/CTP Energy Costs and Reconciliation of Combined Remedies Energy Costs) supersede and supplant Paragraphs 4, 5.a.i and 5.b and Exhibit I of the County/Rialto Implementation Agreement.

E. Transport and Distribution of Water

1. The treated water generated by the Combined Remedies shall be delivered to the Rialto municipal water supply system. Rialto shall transport water through its existing municipal water supply system: (a) for distribution to Rialto's customers pursuant to County's lease of Rialto Water Rights; (b) to Colton's municipal water supply system pursuant to Emhart and the County's

leases of Colton Water Rights (to the extent the piping and infrastructure for such transport exist or are constructed by Emhart pursuant to Paragraph IV.E.2); and (c), if necessary, to a water purveyor other than Colton, if the piping and infrastructure exists for such transport and if such water purveyor agrees to accept such water at no increased cost to Rialto. Nothing in this Paragraph precludes the Parties from arranging, by written agreement, for the transportation of water to Colton or any other water purveyor by other means, in accordance with the requirements in Paragraph V.B.1.a.

2. To the extent that Rialto's existing piping and infrastructure are insufficient to allow transport of the volume of water necessary to meet Emhart's remedial obligations under the Work Consent Decree to the Colton municipal water supply system, or, if necessary, the municipal water supply system of a water purveyor other than Colton, and the Parties do not otherwise arrange for delivery of water to Colton or another water purveyor by other means, Emhart shall install reasonably necessary additional piping and infrastructure to allow such transport (between Rialto and Colton or between Rialto and another water purveyor, at locations within the jurisdictional boundaries of Rialto approved by Rialto in its sole discretion).

3. Nothing in this Agreement alters, limits, or otherwise affects Rialto's authority to properly and safely operate and maintain, in its sole discretion, the Rialto municipal water supply system. Nothing in this Agreement, including the preceding sentence, alters, limits, or otherwise affects Rialto's obligation to deliver water as set forth in the Work Consent Decree.

4. **Water Quality Requirements**

a. Rialto Resolution No. 5248 (June, 21, 2005), attached as Exhibit E, requires Rialto groundwater production wells to be shut down and prohibits water from entering Rialto's municipal water supply system when standard water testing techniques show any detectable levels of perchlorate in such water.

b. Treated water generated by the Combined Remedies: (i) shall meet all federal and state statutory and regulatory requirements governing municipal drinking water; (ii) shall be non-detect for perchlorate under the California state detection limit for purposes of reporting ("DLR") set forth in Title 17 of the California Code of Regulations, Section 64432(d), Table 64432-A,

which is currently 0.004 mg/L; and (iii) shall not be blended with any water in which perchlorate was detected in a test using the DLR.

c. The Parties recognize that the DLR for perchlorate may change. If such a change occurs and the treated water from the Combined Remedies is unable to satisfy the requirements of Paragraph IV.E.4.b.ii, above, the Parties shall meet and confer in good faith to discuss whether any potential modification to the Combined Treatment Plant is feasible in order to meet the requirements in Paragraph IV.E.4.b.ii, above and, if not, whether any potential modification to Paragraph IV.E.4.b.ii, above, is appropriate. Nothing in this Paragraph IV.E.4.c affects Paragraph IV.E.4.f., below.

d. If the Parties are unable to reach an agreement on any dispute arising under Paragraph IV.E.4.c, above, that dispute shall be resolved in accordance with the dispute resolution provisions set forth in Paragraph 10.2 of the County Consent Decree. While Emhart is not a party to the County Consent Decree, it hereby agrees, with regard to disputes arising under Paragraph IV.E.4.c, above, to be bound by the dispute resolution process set forth in Paragraph 10.2 of the County Consent Decree.

e. Notwithstanding the requirements of Paragraph IV.E.4.b.ii, or the outcomes of the processes described in Paragraphs IV.E.4.c or d, above, the water generated by the Combined Remedies shall be treated to obtain a water quality consistent with (but not greater than) the level of the water quality obtained by other treatment systems used by Rialto to treat water produced from its other groundwater production wells impacted by perchlorate.

f. Nothing in this Paragraph IV.E.4 modifies the rights of the County, Rialto, or Colton in Paragraphs 4.2 and 10.2 of the County Consent Decree.

F. Cost of Operating and Maintaining the Combined Remedies

1. Governing Principles

a. As provided for in Paragraphs IV.C.1 and IV.D.1, above, Rialto shall operate and maintain the Combined Remedies as described in Exhibit B, hereto, subject to Emhart's and the County's responsibility for the actual costs of such operation and maintenance as set forth in this Paragraph IV.F.

Exhibit B describes the anticipated activities for operation and maintenance of the Combined Remedies and is for illustration and budgeting purposes only and does not create any legal rights, obligations, responsibilities or duties, contractual or otherwise, among the Parties or any third party.

b. Emhart is responsible, as set forth in the Work Consent Decree, for the costs to operate and maintain the Combined Remedies to meet the remedial action objectives described in Paragraph 3.1 of the SOW.

c. The County is responsible, as set forth in the Regional Board Order, for the costs to operate and maintain the Combined Remedies to meet the remedial action objectives set forth in the Regional Board Order.

d. The County and Emhart have agreed to allocate the costs of operation and maintenance of the Combined Remedies as set forth in the County/Emhart Implementation Agreement. Nothing in the County/Emhart Implementation Agreement supersedes, abrogates or modifies Emhart's or the County's responsibility for the costs to operate and maintain the Combined Remedies as set forth herein.

2. **Billing and Payment of Operation and Maintenance Costs**

a. **Administrative Costs:** Following the submission of an invoice by Rialto, Emhart and the County shall pay Rialto for its annual administrative staff costs on the first business day following October 1 of each year, or within sixty days of receipt of the invoice from Rialto, whichever occurs later. This payment is to compensate Rialto for its annual administrative staff costs incurred in implementing this Agreement.

i. For the first five years of operation of the Combined Remedies, the amount of the administrative cost shall be $25,000.

ii. The administrative cost shall be adjusted annually by the percentage change, if any, in the fully burdened rate for Rialto's Director of Public Works/City Engineer.

iii. After the first five years of operation of the Combined Remedies, and every five years thereafter, the County, Emhart, and Rialto shall meet and confer in good faith to determine whether the administrative cost shall be modified to more accurately reflect actual annual

administrative staff costs incurred by Rialto in implementing this Agreement. If the County, Emhart, and Rialto are unable to agree, the payment for Rialto's administrative staff costs set forth in Paragraphs IV.f.2.a.i. and ii shall not change.

iv. Upon termination of participation in the Combined Remedies by either the County or Emhart pursuant to Paragraph XIII. A., the non-terminating Party and Rialto shall meet and confer to determine an appropriate administrative cost to accurately reflect Rialto's administrative staff costs to implement this Agreement thereafter. If Rialto and the non-terminating Party are unable to agree, the dispute shall be resolved pursuant to the Dispute Resolution provisions of Paragraph XII.

b. **Operation and Maintenance Costs:** Emhart and the County shall pay Rialto the cost to operate and maintain the Combined Remedies, as follows:

i. By August 1 of each year, Rialto (or its third party contractor) shall prepare and submit to Emhart and the County a budget for the work necessary to operate and maintain the Combined Remedies in a cost-effective manner ("Annual O&M Budget"). The form to be used for the Annual O&M Budget is attached hereto as Exhibit F.

ii. If no changes are proposed, the Annual O&M Budget for the prior year shall continue in effect for the coming year.

iii. Within 10 business days of Emhart's and the County's receipt of the Annual O&M Budget from Rialto, the County and Emhart shall submit their joint comments on the Annual O&M Budget in good faith, which Rialto shall review and consider in good faith. Within 10 business days of submission of the joint comments, Emhart, the County, and Rialto shall, if necessary, meet and confer to discuss those comments. Any disputes regarding the appropriateness of the Annual O&M Budget shall be raised within 10 business days of that meeting and shall be subject to the Dispute Resolution provisions of Paragraph XII.

iv. Upon resolution of the Annual O&M Budget, Rialto shall send a single invoice to both Emhart and the County for 50% of the total budgeted amount set forth therein. Within 60 days of receipt of Rialto's invoice, Emhart and the County shall pay Rialto that invoiced amount. On or after

February 1 of the following year, Rialto shall invoice Emhart and the County for the balance of the total budgeted amount set forth in the Annual O&M Budget. Within 60 days of Rialto's invoice, Emhart and the County shall pay Rialto that invoiced amount. Rialto shall deposit and maintain the monies paid in these installments in a separate restricted fund that is committed to be used only for the purpose of paying for items set forth in the Annual O&M Budget.

v. Rialto shall timely pay invoices for the costs of operation and maintenance of the Combined Remedies.

vi. For purposes of tracking the monthly costs incurred pursuant to the Annual O&M Budget, Rialto shall submit to the County and Emhart, on or before the fifth day of each month, copies of invoices for the costs of work paid in the preceding month in accordance with the Annual O&M Budget, along with any supporting documentation reasonably requested by Emhart and/or the County.

vii. On or before October 1 of each year, Rialto, the County, and Emhart shall meet and confer to reconcile any variance between actual costs of operation and maintenance of the Combined Remedies incurred and paid by Rialto and the Annual O&M Budget and corresponding payments made by Emhart and the County for the preceding year.

1. If, pursuant to Paragraph IV.F.2.b.vii, Rialto, the County, and Emhart agree that the actual costs of operation and maintenance of the Combined Remedies incurred and paid by Rialto were *greater* than the Annual O&M Budget and corresponding payments made by Emhart and the County, Emhart and the County shall, within 45 days of such determination, make an additional payment equal to the amount by which the actual costs incurred and paid by Rialto exceeded the Annual O&M Budget.

2. If, pursuant to Paragraph IV.F.2.b.vii, Rialto, the County, and Emhart agree that the actual costs of operation and maintenance of the Combined Remedies incurred and paid by Rialto were *less* than the Annual O&M Budget and corresponding payments made by Emhart and the County, Emhart and the County shall reduce the next installment payment due under Paragraph IV.F.2.b.iv by an amount equal to the amount by which the actual costs incurred and paid by Rialto were less than the Annual O&M Budget.

3. To the extent Rialto, the County, and Emhart are unable to agree as provided for in Paragraph IV.F.2.b.vii.1 and 2, above, any undisputed amount shall be paid as provided above, and the disputed amount shall be resolved pursuant to Paragraph XII, below. If, upon resolution of the dispute, a payment is due to Rialto, the County and Emhart shall pay Rialto the amount due within 45 days. If, upon resolution of the dispute, a credit is due to the County and Emhart, that credit shall be applied against the next installment payment due under Paragraph IV.F.2.b.iv.

c. **Vendor Costs:** Operation and maintenance of the Combined Remedies will require, from time to time, materials, services, and equipment repair or replacement provided by third-party vendors ("Vendor Services"). Rialto, or its third party contractor, as operator of the Combined Remedies, shall have authority to approve or reject any contracted Vendor Services in its sole discretion. Prior to DDW's issuance of the amendments to Rialto and Colton's DDW Permits necessary for operation of the Combined Remedies and Rialto's commencement of such operation, the County and Emhart shall contract (either together or separately) with Rialto, Rialto's third party contractor, or another third-party contractor to obtain, pay for, and bill the County and Emhart directly for such Vendor Services.

d. **Energy Costs:** The Parties shall allocate the energy costs to operate the Combined Remedies as set forth in this Paragraph IV.F.2.d, as follows:

i. **Combined Capture System Lifting Costs**

1. Colton shall reimburse Emhart for the lifting cost of each acre foot of water delivered to Colton (pursuant to Emhart's lease of Colton Water Rights under Paragraph V.B) at the rate of the electrical costs that Colton would otherwise incur to lift an acre foot of water when operating its extraction wells in the Basin ("Colton's Baseline Lifting Cost"). The procedure for determining Colton's Baseline Lifting Cost is set forth in Exhibit G.

2. Colton shall reimburse the County for the lifting cost of each acre foot of water delivered to Colton (pursuant to the County's lease of Colton Water Rights under Paragraph V.A) at the rate of Colton's Baseline Lifting Cost.

3. Because Rialto pays the energy costs metered at CR-3, the County shall reimburse Rialto for all costs to lift water pumped at CR-3 and delivered to Colton for compliance with the Regional Board Order.

4. Because Rialto pays the energy costs metered at CR-3, Emhart shall reimburse Rialto for all costs to lift water pumped at CR-3 and delivered to Colton for compliance with the Work Consent Decree.

5. Emhart shall reimburse the County for the cost of lifting water pumped at Miro-2 and/or Miro-3 and delivered to Colton for compliance with the Work Consent Decree, if any, equal to the actual lifting costs for such water.

6. The County shall reimburse Rialto for the net incremental cost of lifting water pumped at CR-3 for compliance with the Regional Board Order and delivered to Rialto, which is intended to represent the additional cost of lifting groundwater at CR-3 for compliance with the Regional Board Order during Southern California Edison's peak demand period when Rialto would not normally operate, as partially offset by the reduced electrical costs that are related to pumping groundwater from CR-3 to an open reservoir rather than to Rialto's pressurized pipeline.

7. Rialto shall reimburse the County for the cost of lifting water that Rialto receives for its use from wells for which the County initially pays the lifting costs (i.e., Miro-2 and Miro-3) pursuant to the County's lease of Rialto Water Rights equal to (a) the cost Rialto would otherwise incur to lift such water at CR-3 absent the Combined Remedies, or (b) the actual costs to the County, whichever is less.

ii. **Combined Treatment Plant Energy Costs:** Because Rialto initially pays the energy costs metered at CR-3, which include both energy used to operate the Combined Treatment Plant components and energy used to pump groundwater at CR-3, the County and Emhart shall reimburse Rialto for all energy costs to operate the Combined Treatment Plant.

iii. **Procedures for Reimbursement of Energy Costs**

1. Exhibit H sets forth the procedures for reimbursement of the energy costs identified in Paragraphs IV.F.2.d.i. and ii, above.

2. The energy cost allocations in this Paragraph VI.F.2.d and Exhibit H are not intended to affect or impair the ability of the County and Emhart to agree on a different allocation between themselves.

e. **Dispute Resolution Regarding Costs of Operation and Maintenance of the Combined Remedies:** If the County and/or Emhart believe that any cost of operation and/or maintenance of the Combined Remedies as provided in this Paragraph IV.F incurred by Rialto is unnecessary, the County, Emhart, and Rialto shall meet and confer in good faith to resolve the dispute. If the Parties are unable to agree, Emhart and the County shall nevertheless pay the disputed amount, subject to any reimbursement or credit from Rialto upon a determination, pursuant to the Dispute Resolution provisions in Paragraph XII, that such work was unnecessary.

V. The Lease of Colton and Rialto Water Rights Necessary for the Combined Remedies

A. Rialto and Colton Water Rights Leased to the County

1. Rialto has leased its water rights in the Basin to the County to the extent set forth in the County/Rialto Implementation Agreement.

2. Colton has leased 200 acre-feet (AF) per Water Year of its water rights in the Basin to the County as set forth in the County/Colton/Rialto Standby Agreement.

3. To the extent Emhart does not use all Colton Water Rights leased to Emhart as described below, in a given Water Year, the County may, in that Water Year, utilize such rights on the same terms that Colton leases those rights to Emhart as set forth in this Paragraph V so long as an equivalent volume of water is delivered to Colton in that Water Year consistent with the WMP.

B. Colton Water Rights Leased to Emhart

1. Colton hereby leases to Emhart its water rights in the Basin necessary to perform the Work to the maximum extent Colton has such rights

under the 1961 Decree, less the 200 AF leased to the County in the County/Colton/Rialto Standby Agreement, as follows:

a. In each Water Year, Colton shall receive an amount of potable water, either from the Rialto municipal water supply system or by some other means agreed to by the Parties in writing, equal to the amount of water rights utilized by Emhart in that Water Year as provided in this Paragraph V.

b. Colton shall, at Emhart's request, take all reasonable actions to manage its municipal water supply system, including, if necessary, curtailing production at other Colton-owned water production wells in the Basin, to ensure that its water rights leased to Emhart as provided in this Paragraph V can be utilized for the Work.

c. To the extent that the County does not use all of the 200 AF of Colton Water Rights leased to the County in a given Water Year, Emhart may utilize the remainder to pump and treat water for compliance with the Work Consent Decree so long as an equivalent volume of water is delivered to Colton in that Water Year consistent with the WMP.

C. General Terms Related to County and Emhart Leases of Colton Water Rights

1. In any given Water Year, Emhart and the County may deliver water to Colton, pursuant to their respective water rights leases on a schedule designed to maximize the efficiency and minimize the cost of the operation of the Combined Remedies subject to Colton's seasonal water demands and the WMP in accordance with Paragraph VI.

2. In any given Water Year, to the extent that Emhart and the County do not utilize all of Colton's available water rights in the Basin pursuant to their respective water rights leases and this Agreement, Colton shall have the right to use or sell any of its remaining water rights in the Basin as it sees fit.

3. If Emhart terminates its participation in this Agreement pursuant to Paragraph XIII and the County continues to operate the Combined Remedies, or any portion thereof, the County shall, at its option, succeed to Emhart's lease of Colton water rights.

VI. Management and Distribution of Treated Water

A. Recitals

1. This Paragraph VI.A provides background to guide the Parties' in their development of an ongoing water management plan that balances the extraction requirements of the Combined Remedies, the Rialto and Colton Water Rights, and the water supply needs of Colton and Rialto ("Water Management Plan" or "WMP").

2. The County believes that delivery of water leased by the County and Emhart from Rialto and Colton on a coordinated schedule may reduce the need for the County to provide Replacement Water to Rialto as provided in the County/Rialto Implementation Agreement while meeting Rialto's water demands as set forth in the Rialto Water Budget.

3. The County desires to minimize the use of Rialto Water Rights in the low demand Winter Months by prioritizing distribution of the Combined Treatment Plant output to Colton during the Winter Months, thereby maximizing the availability of Rialto Water Rights in the Summer Months.

4. Emhart, Colton, and Rialto support including the County's desired prioritized distribution of water in the WMP, as set forth in this Paragraph VI. A and subject to the provisions in this Paragraph VI.

5. Nothing in this Paragraph VI. A. creates any rights or obligations among the Parties.

B. The Water Management Plan

The Water Management Plan (WMP) is the Microsoft Excel file contained in the compact disc (CD) attached as Exhibit I. To assist and guide the Parties in their annual preparation of the WMP, Exhibit I also includes a paper copy of a WMP with sample inputs and a paper copy of the WMP displaying the spreadsheet formulas used in the file.

1. Information Exchange

a. On or about April 15 of each year, Colton, Rialto, the County, and Emhart shall meet and confer to develop the WMP for the upcoming

Water Year. At least one week prior to this meeting, the Parties shall exchange the following information for input into the WMP (Exhibit I) as follows:

i. Step 1: the County and Emhart shall provide the Parties with their planned month-by-month water output from the Combined Remedies (i) by well and (ii) allocated between the volume of water required to achieve the remedial obligations of Emhart and the County, respectively, as provided in the County/Emhart Implementation Agreement.

ii. Step 2: Colton shall provide the Parties with the Colton Water Rights that Colton anticipates will be available. Rialto shall provide the Parties with the Rialto Water Rights that Rialto anticipates will be available.

iii. Step 3: Colton shall provide the Parties with its anticipated month-by-month minimum needs for water generated by the Combined Remedies during the Summer Months and maximum ability to accept water from the Combined Remedies during the Winter Months ("Colton Water Budget") as follows:

1. In determining its minimum needs for water generated by the Combined Remedies during the Summer Months, Colton shall consider the availability and cost of utilizing its out-of-Basin resources during the Summer Months. To the extent such utilization does not, in a material way, increase costs or administrative burdens, or otherwise restrict Colton's ability to manage its water resources, Colton will endeavor to utilize those resources during the Summer Months.

2. If Colton determines that its use of out-of-Basin resources would result in such material costs, burdens, or restrictions, Colton and the County shall meet and confer, if the County so requests, to provide the County with the opportunity to compensate Colton for such costs, burdens, and/or restrictions in exchange for Colton's use of those resources to facilitate the County's desired water distribution schedule. If the County elects not to so compensate Colton, Colton shall have no obligation to use its out-of-Basin resources pursuant to this Paragraph.

iv. Step 4: Rialto shall provide the Parties with the (1) the monthly maximum volume of water deliverable to the Rialto municipal water supply system from the Combined Remedies; and (2) the maximum

monthly operational flow rate for delivery of water to Colton through the Rialto municipal water supply system unless the Parties agree in writing for delivery of water to Colton by some other means. If the Parties agree in writing for delivery of water to Colton by some other means, the Parties shall provide the maximum monthly operational flow rate for delivery of water to Colton by those means.

v. Step 5: Rialto shall provide the Parties with its anticipated month-by-month minimum needs for water generated by the Combined Remedies, subject to the Rialto Water Rights that Rialto anticipates will be available ("Rialto Water Budget").

b. During the period of demonstration required for amendment of Rialto's DDW Permit necessary for operation of the Combined Remedies, the Parties shall meet and confer to discuss initiation of the WMP commencing with the issuance of such amendment.

2. **Prioritization of Water Production and Distribution**

a. Step 6: Emhart and the County shall seek to prioritize production of water in the Summer Months over production in the Winter Months, and the Parties shall seek to prioritize distribution of that produced water to Colton during the Winter Months, to the extent that such prioritization:

i. does not exceed the total necessary annual output of the Combined Remedies for the Water Year as determined in Step 1 of the WMP;

ii. meets Colton's minimum water needs as set forth in Step 3 of the WMP;

iii. does not exceed Colton's maximum water needs during the Winter Months as set forth in Step 3 of the WMP;

iv. does not exceed the maximum operational flow rates set forth in Step 4 of the WMP;

v. meets Rialto's minimum water needs during the Winter Months, as set forth in Step 5 of the WMP;

vi. does not require Emhart, Colton, or Rialto to incur additional material costs it would not otherwise incur;

vii. does not impair Emhart's ability to comply with the terms of the Work Consent Decree; and

viii. provides that Emhart has priority to deliver water associated with its pumping to Colton, up to the maximum operational flow rate for delivery of water to Colton as set forth in Step 4 of the WMP to the extent such operational flow rate exists as a result of infrastructure improvements funded by Emhart.

ix. provides that, in any month, to the extent that water pumped by Emhart does not meet Colton's minimum water needs as set forth in Step 3 of the WMP, the County shall preferentially utilize the Colton Water Rights it has leased from Colton and an equivalent amount of water shall be delivered to Colton, provided such a shift does not require the County to incur additional material costs it would not otherwise incur.

b. Step 7: The Parties shall make any necessary modifications to the WMP as required by the limitations of Paragraph VI.B.2.a.

c. If the Parties agree upon a prioritized production and distribution schedule for the WMP, that plan shall be memorialized in Table 1 of Exhibit I and water shall be produced and distributed as set forth therein, subject to any modifications made pursuant to the Parties' monthly review described in Paragraph VI.C.

3. **Default Distribution and Production of Water**

a. If, after completing the process described in Paragraph VI.B.2, the Parties are unable to agree upon a prioritized distribution and production schedule for the WMP for the upcoming Water Year, the WMP shall default to the schedule provided in Table 2 of Exhibit I (Default Water Delivery Schedule), as follows:

i. During the Winter Months, Colton shall receive, in each month: (a) a volume of water equivalent to that pumped by Emhart to achieve its remedial obligations during that month as set forth in Step 1 of the WMP, subject to Colton's seasonal water needs; and (b) 28.6 AF (200 AF divided

by seven Winter Months) of Colton Water Rights leased to the County, as pumped to achieve the County's remedial obligations, subject to the limitations in Paragraph VI.B.3.b. To the extent that such 28.6 AF cannot be delivered in a Winter Month, the balance of such water shall be distributed to Colton in Summer Months, subject to the limitations in Paragraph VI.B.3.b;

ii. During the Winter Months, Rialto shall receive, in each month, a volume of water equivalent to that pumped by the County to achieve its remedial obligations during that month as set forth in Step 1 of the WMP, minus the amount delivered to Colton for the County as set forth in Paragraph VI.B.3.a.i;

iii. During the Summer Months, Colton shall receive, in each month, a volume of water equivalent to that pumped by Emhart to achieve its remedial obligations during that month as set forth in Step 1 of the WMP;

iv. During the Summer Months, Rialto shall receive, in each month, a volume of water equivalent to that pumped by the County to achieve its remedial obligations during that month; and

v. If Emhart does not use all of the Colton Water Rights in a Water Year, the County may pump and treat that unused water for delivery to Colton if needed for the County remedial obligations or negotiate with Colton regarding other use of such water.

b. Any default WMP shall:

i. not exceed the total necessary annual output of the Combined Remedies for the Water Year as determined in Step 1 of the WMP;

ii. meet Colton's minimum water needs as set forth in Step 3 of the WMP;

iii. not exceed Colton's maximum water needs during the Winter Months as set forth in the Colton Water Budget;

iv. not exceed the maximum operational flow rates set forth in Step 4 of the WMP;

v. meet Rialto's minimum water needs during the Winter Months, as set forth in the Rialto Water Budget; and

vi. provide that Emhart has priority to deliver water associated with its pumping to Colton, up to the maximum operational flow rate for delivery of water to Colton set forth in Step 4 of the WMP to the extent such operational flow rate exists as a result of infrastructure improvements funded by Emhart.

c. For Step 7 of the WMP, the Parties shall make any necessary modifications to the WMP as required by the limitations of Paragraph VI.B.3.b.

d. If the Parties have not agreed upon a production and distribution schedule, the default production and distribution schedule for the WMP shall be memorialized in Table 2 of Exhibit I and water shall be produced and delivered according to that schedule for that Water Year until an alternative schedule is agreed upon by the Parties.

4. **Other Limitations Applicable to All WMPs**

a. The Combined Remedies shall not produce more water than is required to meet the County's and Emhart's respective remedial obligations, absent an agreement of the Parties to do so.

b. The amount of water delivered to Rialto for use by and distribution to Rialto customers from the Combined Remedy in each Winter Month shall not exceed the volume of water pumped for compliance with the Regional Board Order in that month.

5. **Effect of Rialto Water Budget on Replacement Water Obligations Under County/Rialto Implementation Agreement**

a. As between Rialto and County: If the Rialto Water Budget, subject to Rialto Water Rights, in a given Water Year will not be satisfied by treated water from the Combined Remedies on a per month basis, then the requirements and procedures relating to Replacement Water as set forth in the County/Rialto Implementation Agreement shall apply as between the County and Rialto to the extent those provisions require the County to provide Replacement Water to Rialto. In the event Rialto's Water Budget requires more than 100 AF

per month in the Winter Months, then the County will not have a Replacement Water obligation for the water Rialto receives pursuant to Rialto's Water Budget in excess of 100 AF per month in the Winter Months. In the event that Rialto receives 100 AF per month or less in a Winter Month consistent with the Rialto Water Budget, the County shall not have a Replacement Water obligation to Rialto associated with those water rights.

b. As between Rialto and the County: The annual planning meeting required pursuant to Paragraph VI.B.1.a of this Agreement shall occur in conjunction with the annual planning meeting required pursuant to Paragraph 2.a of the County/Rialto Implementation Agreement and that all references to "annual planning meeting" in the County/Rialto Implementation Agreement shall mean the annual planning meeting required pursuant to Paragraph VI.B.1.a. This Agreement hereby supersedes subparts (a), (b), and (c) of the first sentence of Paragraph 2.a, at page 9, of the County/Rialto Implementation Agreement.

C. Monthly Review of WMP

1. On or about the fifth day of each month (other than the one in which the annual planning meeting occurs), the Parties shall meet and confer in good faith to review the WMP for the balance of the Water Year and determine whether any adjustments to the WMP are needed based on any changes in (a) anticipated output from the Combined Remedies; (b) the Rialto Water Budget; (c) the Colton Water Budget; (d) available Rialto Water Rights; or (e) available Colton Water Rights.

2. In the event that a change in the anticipated output of the Combined Remedies would result in the Combined Remedies not meeting Colton's minimum water needs, Emhart and the County shall provide Colton with at least four (4) months' notice prior to implementing such change in output.

3. If pursuant to Paragraph VI.C.1. the Parties determine that adjustments to the WMP, consistent with Paragraphs VI.B.2.a. (for prioritized delivery) or VI.B.3.a. (for default delivery), are necessary, the Parties shall modify the WMP for that Water Year accordingly.

4. If the Parties are unable to agree upon a requested modification to the WMP for that Water Year under this Paragraph VI.C, such dispute shall be resolved pursuant to the dispute resolution provisions of

Paragraph XII. Until any such dispute is resolved, water shall be delivered, to the extent feasible, pursuant to the most recently agreed upon WMP.

5. As between Rialto and the County, the monthly planning meeting required pursuant to Paragraph 2.c of the County/Rialto Implementation Agreement shall occur in conjunction with the monthly meeting required pursuant to Paragraph VI.C.1 of this Agreement. This Paragraph IV.C.5 does not otherwise modify Paragraph 2.c of the County/Rialto Implementation Agreement.

D. Delivery and Acceptance of Treated Water

1. The water generated by the Combined Remedies shall be delivered to the Rialto municipal water supply system in volumes and at times in accordance with the WMP. Rialto shall meter and record the volume of water extracted from the Combined Capture System in accordance with the WMP and report those metered totals to the Parties at the monthly meetings described in Paragraph VI.C.1.

2. If its municipal water supply system has sufficient capacity, Rialto shall accept the total output delivered from the Combined Remedies to the Rialto municipal water supply system in volumes and at times in accordance with the WMP.

3. Subject to Paragraph IV.E, Rialto shall deliver water from its municipal water supply system to the Colton municipal water supply system in volumes and at times in accordance with the WMP, provided that Rialto receives the necessary volume of water from the Combined Remedies as provided for in the WMP. Rialto shall meter and record the volume of water delivered to Colton and report those metered totals to the Parties at the monthly meetings described in Paragraph VI.C.1. Alternatively, the Parties may agree in writing for some other means of delivering some or all of such water to Colton.

4. Colton shall accept, in each Water Year, water delivered from the Rialto municipal water supply system to the Colton municipal water supply system, or by some other means agreed to by the Parties in writing, in volumes and at times in accordance with the WMP.

5. Rialto shall receive, in each Water Year, a volume of water from the Combined Remedies equivalent to the Rialto Water Rights utilized by the County for the Combined Remedies in accordance with the WMP. If, in any Water

Year, Rialto receives less water from the Combined Remedies than the Rialto Water Rights, the County shall notify Rialto that it may pump a volume of water equivalent to those remaining Rialto Water Rights from its other wells in the Basin.

6. Colton shall receive, in each Water Year, a volume of water from the Combined Remedies equivalent to the Colton Water Rights utilized by the County and Emhart for the Combined Remedies in accordance with the WMP. If, in any Water Year, Colton receives less water from the Combined Remedies than the Colton Water Rights, the County and Emhart shall notify Colton that it may pump a volume of water equivalent to those remaining Colton Water Rights from its other wells in the Basin.

7. Nothing in this Agreement supersedes, abrogates or modifies the County's obligation to provide Replacement Water to Rialto as provided in the County/Rialto Implementation Agreement, except as provided in Paragraph VI.B.5.

8. As between the County and Rialto, water delivered to Colton pursuant to this Agreement is not subject to Paragraph 3.c of the County/Rialto Implementation Agreement.

VII. Access to Colton and Rialto Property

A. Emhart Access to Colton Property

1. Colton shall provide Emhart with access to and use of Colton real property and/or public rights of way for construction (at Emhart's cost) of the piping and infrastructure necessary to provide for delivery of water to the Colton municipal water supply system as set forth in Paragraph VI. This access shall be provided in the form of a Right-of-Way Permit issued by Colton in accordance with Chapter 12.12 of the Colton Municipal Code.

2. As provided for in Paragraph 10. a. 1) of the Work Consent Decree, Colton shall provide Emhart access to the Colton real property and/or rights-of-way as described in Paragraph VII. A. 1. for no fee, cost, or charge of any kind that would otherwise be required by the Colton Municipal Code.

B. Emhart Access to Rialto Property; Rialto Permitting, Review and Approvals

1. Rialto shall provide Emhart with access to certain real property and public rights of way owned and/or controlled by Rialto to be used for the following:

a. Up to two groundwater extraction wells (EW-1 and EW-2) to be reviewed and approved pursuant to Rialto's "Conditional Development Permit" in accordance with Chapter 18.66 of the Rialto Municipal Code and "Precise Plan of Design" approval process as provided in Rialto City Council Resolution No. 2507, dated April 5, 1983. This access shall be documented in an encroachment permit issued by Rialto in accordance with Chapter 11.04 of the Rialto Municipal Code and a lease agreement to be executed following the foregoing approval in the form attached hereto as Exhibit J.

b. Conveyance piping connecting the extraction well(s) to the Combined Treatment Plant, to be reviewed and approved pursuant to Rialto's "Conditional Development Permit" in accordance with Chapter 18.66 of the Rialto Municipal Code and "Precise Plan of Design" approval process as provided in Rialto City Council Resolution No. 2507, dated April 5, 1983. Upon such approval, this access shall be documented in an Encroachment License Agreement in accordance with Chapter 11.05 of the City of Rialto Municipal Code. The conveyance piping connecting EW-1 to the Combined Treatment Plant shall be installed (i) prior to, or (ii) at the same time and in coordination with Rialto's project to widen Ayala Drive from Baseline Road to Renaissance Parkway.

c. Development and/or future modification of the Combined Treatment Plant, within the footprint depicted in Exhibit K, to be reviewed and approved pursuant to Rialto's "Conditional Development Permit" in accordance with Chapter 18.66 of the Rialto Municipal Code and "Precise Plan of Design" approval process as provided in Rialto City Council Resolution No. 2507, dated April 5, 1983. This access shall be documented in a lease agreement to be executed following the foregoing approval in the form attached hereto as Exhibit J.

d. Distribution piping and any necessary valves connecting the Combined Treatment Plant to Rialto's municipal water supply system, to be reviewed and approved pursuant to Rialto's "Conditional Development Permit" in

accordance with Chapter 18.66 of the Rialto Municipal Code and "Precise Plan of Design" approval process as provided in Rialto City Council Resolution No. 2507, dated April 5, 1983. Upon such approval, this access shall be documented in an Encroachment Permit issued by Rialto in accordance with Chapter 11.04 of the City of Rialto Municipal Code. The location of the currently anticipated new pipeline needed to connect the Combined Treatment Plant to Rialto's municipal water supply system shall be consistent with the location/alignment of the piping depicted in the conceptual diagram included as Exhibit D.

e. If needed, distribution piping (including sampling station) and infrastructure necessary for the delivery of water to Colton's municipal water supply system to be reviewed and approved pursuant to Rialto's "Conditional Development Permit" in accordance with Chapter 18.66 of the Rialto Municipal Code and "Precise Plan of Design" approval process as provided in Rialto City Council Resolution No. 2507, dated April 5, 1983. Upon such approval, this access shall be documented in an Encroachment Permit issued by Rialto in accordance with Chapter 11.04 of the City of Rialto Municipal Code.

f. If needed, and as reasonably necessary, distribution piping and infrastructure necessary for the delivery of water to a water purveyor other than Colton, to be reviewed and approved pursuant to Rialto's "Conditional Development Permit" in accordance with Chapter 18.66 of the Rialto Municipal Code and "Precise Plan of Design" approval process as provided in Rialto City Council Resolution No. 2507, dated April 5, 1983. Upon such approval, this access shall be documented in an Encroachment Permit issued by Rialto in accordance with Chapter 11.04 of the City of Rialto Municipal Code.

g. Up to seven monitoring wells, two piezometers required by DDW for EW-1, one piezometer required by DDW for CR-3, and additional piezometers as may be required by DDW upon installation of EW-2; installation of these wells and piezometers shall be reviewed and approved pursuant to encroachment permits issued by Rialto in accordance with Chapter 11.04 of the City of Rialto Municipal Code.

2. All wells, pipelines, and other facilities described above and within the jurisdictional boundaries of Rialto, shall: (a) be located, to the maximum extent feasible, in public rights of way; (b) be consistent with Rialto's land use and development plans and entitlements for such properties; and (c) be in locations approved by Rialto in its sole discretion.

3. Costs of Access, Permitting, Review, and Approvals:

a. Because Emhart has paid Rialto $20,000 as described in Paragraph III.C.2.b., Rialto shall not charge Emhart any additional fee or cost in providing the access, review, and approvals described in Paragraph VII.B.1.

b. Access for monitoring and sampling of wells and piezometers located on Rialto real property or rights of way shall be documented in an Encroachment License Agreement in accordance with Chapter 11.05 of the City of Rialto Municipal Code; provided that Rialto shall not charge Emhart any fee or cost associated with such agreement or sampling.

c. Nothing in this Agreement modifies Rialto's and Emhart's rights and obligations under the Work Consent Decree regarding access, permitting, review, and approvals necessary to perform the Work beyond that identified in Paragraph VII.B.1.

4. Emhart shall pay Rialto, within 60 days of the Effective Date, $50,000 to (a) un-encumber the land within the Combined Treatment Plant Lease Area that is subject to Rialto's agreements with Lewis-Hillwood Rialto Company, LLC ("LHR"); and (b) satisfy all aesthetic requirements of Rialto and/or LHR (or any subsequent developer) for the Combined Treatment Plant Lease Area.

C. County Access to Rialto Property

1. Rialto shall provide the County access to certain Rialto property as set forth in the County/Rialto Implementation Agreement, the lease executed pursuant to that agreement, and any amendment to that lease.

2. The County shall pay Rialto, within 60 days of the Effective Date of the Agreement, $50,000 to (a) un-encumber the land within the Combined Treatment Plant Lease Area that is subject to Rialto's agreements with LHR; and (b) satisfy all aesthetic requirements of Rialto and/or LHR (or any subsequent developer) for the Combined Treatment Plant Lease Area.

VIII. Ownership of Combined Remedies Components

A. Ownership of the components of the Regional Board Remedy by Rialto and the County is controlled by the County/Rialto Implementation Agreement.

B. Upon DDW issuance of the amendment to Rialto's DDW Permit required by this Agreement:

1. Rialto shall own (i) the conveyance pipelines connecting the Combined Treatment Plant to the Rialto municipal water supply system; and (ii) that portion of any conveyance pipeline and infrastructure, constructed by Emhart within the jurisdictional boundaries of Rialto, connecting the Rialto and Colton municipal water supply systems. By owning such components, Rialto does not assume any of Emhart's obligations under this Agreement for the costs to operate and maintain such components.

2. Colton shall own that portion of any conveyance pipeline and infrastructure, constructed by Emhart within the jurisdictional boundaries of Colton, connecting the Rialto and Colton municipal water supply systems. By owning such components, Colton does not assume any of Emhart's obligations under this Agreement for the costs to operate and maintain such components.

3. In the event the Parties agree in writing to deliver water to Colton by means other than a connection between the Rialto and Colton municipal water supply systems, that agreement shall control ownership of any pipelines, valves or other components constructed pursuant thereto.

4. All other components of the Combined Remedies installed and/or constructed by Emhart, including but not limited to extraction well EW-1, the conveyance pipeline from EW-1 to the Combined Treatment Plant, and the Combined Treatment Plant expansion components, shall be owned by Emhart.

IX. Indemnification

A. Emhart's Indemnification Obligations

1. Emhart shall indemnify, defend, and hold harmless Rialto, Colton, and the County, and their officials, agents, employees, contractors, subcontractors, and representatives from any and all Claims arising out of any negligent or wrongful acts or omissions of Emhart and its officers, agents, employees, consultants, contractors, subcontractors, and representatives in performing any activities under this Agreement.

2. Emhart shall indemnify, defend, and hold harmless Rialto and its officials, agents, employees, contractors, subcontractors, and representatives,

from any Claims against Rialto, based solely on Rialto's status as an owner of real property or its status as an operator of the Combined Treatment Plant or the Combined Capture System, arising out of the release of a hazardous substance caused by Emhart or its officers, agents, employees, consultants, contractors, subcontractors, and representatives in performing any activities under this Agreement, after the Effective Date of this Agreement, brought under any federal or state environmental law.

3. Emhart shall indemnify, defend, and hold harmless Rialto, Colton, and the County from mechanics' liens and other liens levied against property owned by Rialto, Colton, or the County for any labor or material furnished to Emhart, its agents, or contractors in connection with Emhart's performance of any activities under this Agreement. In the event any such liens are recorded, then upon written demand by Rialto, Colton, or the County, Emhart shall promptly obtain and record releases of any such liens.

4. Emhart shall indemnify, defend, and hold harmless the County, Colton, and Rialto, and their elected officials, employees, and agents, from any Claims arising out of the failure of Emhart, its agents, or contractors to comply with any federal or state prevailing wage law in performing any activities under this Agreement. For purposes of this Paragraph, Colton, Rialto, and the County are not contractors or agents of Emhart.

B. The County's Indemnification Obligations

1. The County shall indemnify, defend, and hold harmless Rialto, Colton, and Emhart, and their officials or officers, agents, employees, contractors, subcontractors, and representatives from any and all Claims arising out of any negligent or wrongful acts or omissions of the County and its officials, agents, employees, consultants, contractors, subcontractors, and representatives in performing any activities under this Agreement.

2. The County shall indemnify, defend, and hold harmless Rialto, Colton, and Emhart from mechanics' liens and other liens levied against property owned by Rialto, Colton, or Emhart for any labor or material furnished to the County, its agents, or contractors in connection with the County's performance of any activities under this Agreement. In the event any such liens are recorded, then upon written demand by Rialto, Colton, or Emhart, the County shall promptly obtain and record releases of any such liens.

3. The County shall indemnify, defend, and hold harmless Colton, Rialto, and Emhart, and their elected officials or officers, employees, and agents, from any Claims arising out of the failure of the County, its agents, or contractors to comply with any federal or state prevailing wage law in performing any activities under this Agreement. For purposes of this Paragraph, Colton, Rialto, and Emhart are not contractors or agents of the County.

4. Paragraph 11 of the County/Rialto Implementation Agreement sets forth existing defense and indemnification obligations of the County to Rialto. Nothing in this Agreement supersedes, abrogates, or modifies those obligations as to activities covered therein.

C. Rialto's Indemnification Obligations

1. Rialto shall indemnify, defend, and hold harmless Colton and Emhart and their officials or officers, agents, employees, contractors, subcontractors, and representatives from any and all Claims arising out of any negligent or wrongful acts or omissions of Rialto and its officers, agents, employees, consultants, contractors, subcontractors, and representatives in performing any activities under this Agreement.

2. Rialto shall indemnify, defend, and hold harmless the County, and its officials, agents, employees, contractors, subcontractors, and representatives, from any and all Claims arising out of any negligent or wrongful acts or omissions of Rialto and its officials, agents, employees, consultants, contractors, subcontractors, and representatives in performing any activities under this Agreement not covered by the defense and indemnity obligations in Paragraph 11 of the County/Rialto Implementation Agreement.

3. Rialto shall indemnify, defend, and hold harmless Colton, the County, and Emhart from mechanics' liens and other liens levied against property owned by Colton, the County, or Emhart for any labor or material furnished to Rialto, its agents, or contractors in connection with the Rialto's performance of any activities under this Agreement. In the event any such liens are recorded, then upon written demand by Colton, the County, or Emhart, Rialto shall promptly obtain and record releases of any such liens.

4. Rialto shall indemnify, defend, and hold harmless Colton, the County, and Emhart and their elected officials or officers, employees, and agents,

from any Claims arising out of the failure of Rialto, its agents, or contractors to comply with any federal or state prevailing wage law in performing any activities under this Agreement. For purposes of this Paragraph, Colton, the County, and Emhart are not contractors or agents of Rialto.

5. Paragraph 11 of the County/Rialto Implementation Agreement sets forth existing indemnification obligations of the County to Rialto. Nothing in this Agreement supersedes, abrogates, or modifies those obligations as to activities covered therein.

D. Colton's Indemnification Obligations

Colton shall indemnify, defend, and hold harmless Rialto, Emhart, and the County, and their officials, agents, employees, contractors, subcontractors, and representatives, from any and all Claims arising out of any negligent or wrongful acts or omissions of Colton and its officials, agents, employees, consultants, contractors, subcontractors, and representatives in performing any activities under this Agreement.

E. Defense of Claims

1. Any Party seeking to enforce any indemnification right or obligation under Paragraph IX (the "Indemnified Party") shall give prompt written notice of the Claim to the Party against which it seeks to enforce such rights (the "Indemnifying Party").

2. Upon receipt of such notice, the Indemnifying Party shall, within 30 days, provide written notice of its acceptance or rejection of the tendered defense. If the Indemnifying Party rejects the tendered defense, it shall provide a detailed explanation for the rejection. If the tendered defense is accepted, the Indemnifying Party shall defend the Claim.

3. The Indemnified Party shall be entitled, at its own expense, to participate in the defense of the Claim.

4. The Indemnifying Party shall obtain written approval from the Indemnified Party prior to entering into any settlement agreement regarding the Claim that imposes any obligation, duty, limitation or restriction of any kind on the Indemnified Party.

5. An Indemnified Party will not admit any liability or agree to settle or compromise any Claim without the written consent of the Indemnifying Party.

6. In the event an Indemnifying Party rejects or fails to act upon a tendered defense as provided for in Paragraph IX, the dispute shall be resolved pursuant to the Dispute Resolution provisions in Paragraph XII without any obligation to comply with any governmental tort claim procedure.

F. Released Claims

The indemnification rights and obligations of the Parties under Paragraph IX do not extend to any Claims released or the subject of a covenant not to sue in the Work Consent Decree or the County Consent Decree.

X. Insurance Requirements

A. Emhart's Insurance Obligations

Emhart shall secure insurance coverage, to the extent comparable insurance is not already in place, as follows:

1. Occurrence-based Commercial General Liability insurance coverage:

a. to be secured no later than 15 days following the Effective Date and maintained until the first anniversary of Emhart's termination of its participation in this Agreement;

b. with limits of $5,000,000 in the aggregate;

c. that includes each other Party as an additional insured (including coverage within the products-completed operations hazard);

d. under which the insurer waives any right to subrogation as to claims against each other Party; and

e. which applies on a primary and non-contributory basis.

2. Occurrence-based Automobile Liability insurance coverage:

a. to be secured no later than 15 days following the Effective Date and maintained until the first anniversary of Emhart's termination of its participation in this Agreement;

b. with a per occurrence combined single limit of $2,000,000;

c. with each other Party included as an additional insured;

d. under which the insurer waives any right to subrogation as to claims against each other Party; and

e. which applies on a primary and non-contributory basis.

3. Worker's Compensation insurance: To be secured and maintained as required by all applicable laws and regulations.

4. Occurrence-Based Contractor's Pollution Liability insurance:

a. to be secured at least 15 days prior to the commencement, by Emhart, of construction, operation, and/or maintenance activities on any portion of the Combined Remedies, and maintained until the completion of such activities; and

b. with a per-occurrence combined single limit of $1,000,000.

5. Professional Liability insurance. In the event Emhart or its agents uses professional engineering or land surveyor services in connection with the design, permitting, construction, and physical modification of the Combined Remedies, Emhart or its agents shall require the providers of such services to secure and maintain professional liability insurance with limits of $1,000,000 per claim covering negligent acts, errors, or omissions in the performance of such services. For a period of three years after the completion of its services, the professional engineering or land surveying contractor shall either maintain coverage or purchase an extended reporting period on the policy required by this Paragraph.

6. First-Party Property insurance:

a. to be secured upon EPA's Certification of Completion of Construction as provided in the Work Consent Decree and maintained until the first anniversary of the Emhart's termination of its participation in this Agreement;

b. covering equipment and facilities owned by Emhart (as set forth in Paragraph VIII) in sufficient amounts to cover replacement value of the property involved.

B. County's Insurance Obligations

The County shall secure insurance coverage, to the extent comparable insurance not already in place, as follows:

1. Occurrence-based Commercial General Liability insurance coverage:

a. to be secured no later than 15 days following the Effective Date and maintained until the first anniversary of the County's termination of its participation in this Agreement

b. with limits of $5,000,000 in the aggregate;

c. that includes each other Party as an additional insured (including coverage within the products-completed operations hazard);

d. under which the insurer waives any right to subrogation as to claims against each other Party; and

e. which applies on a primary and non-contributory basis.

2. Occurrence-based Automobile Liability insurance coverage:

a. to be secured no later than 15 days following the Effective Date and maintained until the first anniversary of the County's termination of its participation in this Agreement;

b. with a per occurrence combined single limit of $2,000,000;

c. with each other Party included as an additional insured;

d. under which the insurer waives any right to subrogation as to claims against each other Party; and

e. which applies on a primary and non-contributory basis.

3. Worker's Compensation insurance:

To be secured and maintained as required by all applicable laws and regulations.

4. Occurrence-Based Contractor's Pollution Liability insurance:

a. to be secured, in the event that the County performs construction, operation, and/or maintenance activities on any portion of the Combined Remedies, at least 15 days prior to the commencement of such activities, and maintained until the completion of such activities; and

b. with a per-occurrence combined single limit of $1,000,000.

5. Professional Liability insurance: In the event the County or its agents uses professional engineering or land surveyor services in connection with the design, permitting, construction, and physical modification of the Combined Remedies, the County or its agents shall require the providers of such services to secure and maintain professional liability insurance with limits of $1,000,000 per claim covering negligent acts, errors, or omissions in the performance of such services. For a period of three years after the completion of its services, the professional engineering or land surveying contractor shall either maintain coverage or purchase an extended reporting period on the policy required by this Paragraph.

6. First-Party Property insurance:

a. to be secured no later than 15 days following the Effective Date and maintained until the first anniversary of the County's termination of its participation in this Agreement;

b. covering equipment and facilities owned by the County (as set forth in Paragraph VIII) in sufficient amounts to cover replacement value of the property involved.

C. Rialto's Insurance Obligations

Rialto shall secure insurance coverage, to the extent comparable insurance is not already in place, as follows:

1. Occurrence-based Commercial General Liability insurance coverage:

a. to be secured, at least 15 days prior to commencement of Rialto's operation of the Combined Treatment Plant and Combined Capture System, and maintained until the first anniversary of Rialto's termination of its participation in this Agreement;

b. with limits of $5,000,000 in the aggregate;

c. that includes each other Party as an additional insured (including coverage within the products-completed operations hazard);

d. under which the insurer waives any right to subrogation as to claims against each other Party; and

e. which applies on a primary and non-contributory basis.

2. Occurrence-based Automobile Liability insurance coverage:

a. to be secured, prior to commencement of Rialto's operation of the Combined Treatment Plant and Combined Capture System, and maintained until the first anniversary of Rialto's termination of its participation in this Agreement;

b. with a per occurrence combined single limit of $2,000,000;

c. with each other Party included as an additional insured;

d. under which the insurer waives any right to subrogation as to claims against each other Party; and

e. which applies on a primary and non-contributory basis.

3. Worker's Compensation insurance: To be secured and maintained as required by all applicable laws and regulations.

4. Occurrence-Based Pollution Liability insurance:

a. to be secured, at least 15 days prior to commencement of Rialto's operation of the Combined Treatment Plant and Combined Capture System and maintained until Rialto's termination of its participation in this Agreement; and

b. with a per-occurrence combined single limit of $1,000,000.

5. Professional Liability insurance. In the event Rialto or its agents uses professional engineering, consulting or land surveyor services in connection with Rialto's operation and maintenance of the Combined Remedies, Rialto or its agents shall require the providers of such services to secure and maintain professional liability insurance with limits of $1,000,000 per claim covering negligent acts, errors, or omissions in the performance of such services. For a period of three years after the completion of its services, the professional engineering or land surveying contractor shall either maintain coverage or purchase an extended reporting period on the policy required by this Paragraph.

6. First-Party Property insurance:

a. to be secured upon EPA's Certification of Completion of Construction as provided in the Work Consent Decree and maintained until the first anniversary of the termination of this Agreement;

b. covering equipment and facilities owned by Rialto (as set forth in Paragraph VIII) in sufficient amounts to cover replacement value of the property involved.

D. Colton's Insurance Obligations

Colton shall secure insurance coverage, to the extent comparable insurance is not already in place, as follows:

1. Professional Liability insurance. In the event Colton or its agents uses professional engineering, or land surveyor services in connection with the design, permitting, construction, and physical modification of the Combined Remedies, Colton or its agents shall require the providers of such services to secure and maintain professional liability insurance with limits of $1,000,000 per

claim covering negligent acts, errors, or omissions in the performance of such services. For a period of three years after the completion of its services, the professional engineering or land surveying contractor shall either maintain coverage or purchase an extended reporting period on the policy required by this Paragraph.

2. First-Party Property insurance:

a. to be secured upon EPA's Certification of Completion of Construction as provided in the Work Consent Decree and maintained until the first anniversary of the termination of this Agreement;

b. covering equipment and facilities owned by Colton (as set forth in Paragraph VIII) in sufficient amounts to cover replacement value of the property involved.

E. General Terms Applicable to Insurance as Required by this Agreement

1. The insurance company or companies with which the Parties contract (either directly or, for governmental entities, indirectly through a joint powers authority) for insurance as required by this Paragraph X shall: (1) be legally authorized to engage in the business of furnishing insurance in the State of California; and (2) have a current A.M. Best Rating not less than "A-VIII" and "BBB" in Standard & Poor's.

2. In the event that a Party concludes the limits or terms of the coverage identified above are no longer adequate or the policies as described herein are no longer available under then-existing market conditions or, for government entities, no longer available through a joint powers insurance authority, that Party shall so notify the other Parties and the Parties shall meet and confer to discuss the need to adjust such insurance coverage requirements. In the event the Parties are unable to agree, the dispute shall be resolved pursuant to the Dispute Resolution provisions of Paragraph XII.

3. Each Party may satisfy its obligations in Paragraph X by demonstrating that any contractor or subcontractor it engages to perform the activities for which it is responsible under this Agreement maintains the appropriate types and amounts of required insurance coverage for those activities including, if required above, additional insured certificates.

4. Upon request, each Party shall provide any other Party with certificates of insurance, or other documentation, necessary to evidence the existence and maintenance of the insurance coverage required in this Agreement. The responding Party shall include information regarding deductibles and self-insurance, if any. If a Party is satisfying an insurance coverage obligation in this Agreement using (1) a self-insured retention ("SIR") of $500,000 or greater or (2) a deductible of $500,000 or greater, any other Party may request documentation that the insured Party has dedicated funds or another financial assurance that demonstrates the ability of such Party to pay such deductible or SIR. Unless agreed to in writing by the other Parties, which agreement shall not be unreasonably withheld, a Party may not satisfy an insurance coverage requirement of this Agreement solely through self-insurance without an excess insurance policy in place over the self-insurance. Disputes arising under this Paragraph shall be subject to the Dispute Resolution provisions of Paragraph XII.

XI. Record Retention

A. Emhart shall reimburse Rialto for costs it incurs for record retention relating to the Work, and the copying or production of such records to EPA as may be required from time to time under the Work Consent Decree. To the extent it incurs such costs, Rialto shall annually submit an invoice for such costs to Emhart. Emhart shall pay such invoices within 30 days of receipt.

XII. Dispute Resolution

A. Except as provided in Paragraph B, below, any dispute arising under this Agreement shall be resolved pursuant to Paragraph 86 of the Work Consent Decree, which provides:

> 86. Dispute Resolution By or Between Settling Work Defendant [Emhart], Rialto, Colton, and or the County of San Bernardino Regarding Implementation Agreements Entered Pursuant to Paragraphs 10 and 12.
>
> a. Informal Dispute Resolution. Any dispute regarding the implementation agreements entered into by and between Rialto, Colton, the County of San Bernardino, and Settling Work Defendant as provided for in Paragraphs 10 and 12 initially shall be the subject

of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed twenty (20) Days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party send the other parties a written Notice of Dispute, a copy of which shall be provided to EPA, Rialto, Colton, the County of San Bernardino, the Settling Federal Agencies, and the Settling Work Defendant.

b. Resolution by this Court. If the parties are unable to resolve their dispute through informal dispute resolution, any party to the dispute may commence a proceeding in this action [the Consolidated Federal Actions] before this Court [the United States District Court for the Central District of California] by motion as provided for in the Local Rules of the Central District of California.

c. Standard for Dispute Resolution. This Court shall resolve any dispute brought before it under this Paragraph under California contract law.

B. As set forth in Paragraph IV.E.4.d, disputes regarding application of Rialto's water quality standards arising under Paragraph IV.E.4.c shall be resolved pursuant to the dispute resolution provisions set forth in Paragraph 10.2 of the County Consent Decree.

XIII. Termination

A. Duration of the Agreement

1. This Agreement will continue in effect until both the County and Emhart have terminated their participation in this Agreement under this Paragraph XIII.

2. If the County believes it has met the requirements for Closure, it shall, at least 60 days prior to seeking Regional Board approval of such Closure, provide written notice to Emhart, Rialto, and Colton of its intention to do so.

Within 30 days after such notice, the Parties shall meet and confer to discuss the steps, following the Regional Board's approval of the County's request for Closure, to be taken to effectuate the County's termination of participation in this Agreement, including, but not limited to, the requirements of Paragraph XIII.B.1 and B.2, and, as necessary, what, if any, provisions of this Agreement should continue in effect to address any ongoing post-Closure requirements (e.g., groundwater monitoring). If the Parties are unable to so agree, the dispute shall be resolved pursuant to the Dispute Resolution provisions of Paragraph XII.

3. If Emhart believes it has met the requirements for Closure, it shall, at least 60 days prior to seeking EPA approval of such Closure, provide written notice to the County, Rialto, and Colton of its intention to do so. Within 30 days after such notice, the Parties shall meet and confer to discuss the steps, following EPA's approval of Emhart's request for Closure, to be taken to effectuate Emhart's termination of participation in this Agreement, including, but not limited to, the requirements of Paragraph XIII.B.1 and B.3. and, as necessary, what, if any, provisions of this Agreement should continue in effect to address any ongoing post-Closure requirements (e.g., groundwater monitoring). If the Parties are unable to so agree, the dispute shall be resolved pursuant to the Dispute Resolution provisions of Paragraph XII.

4. If either the County or Emhart obtains approval for Closure, provided that it has notified the Parties as set forth above, all of its obligations under this Agreement shall terminate 30 days after receipt of such approval, except its obligations set forth in Paragraphs IX (Indemnification), X (Insurance) XIII.A.2. and 3. (ongoing post-closure requirements), XIII.B. (termination by either Emhart or the County), and XIII.C (termination by both Emhart and the County). Unless otherwise agreed, the meet and confer process referenced in Paragraphs XIII.A.2. and 3. shall conclude by this date.

5. Nothing in this Agreement supersedes, modifies, or abrogates the rights and obligations of the County and Emhart to each other set forth in the termination provisions of the County/Emhart Implementation Agreement.

6. As between the County and Rialto, this Paragraph XIII supersedes Paragraph 7.b of County/Rialto Implementation Agreement and Paragraph 11.b of Exhibit K of the County/Rialto Implementation Agreement.

B. Effect of Termination by Either Emhart or the County

1. **Termination by the County or Emhart:** From the date either the County or Emhart terminates its participation in this Agreement as provided in Paragraph XIII.A.3, while the other (the "Non-Terminating Party") continues to participate:

a. The Non-Terminating Party shall have the right to continue to use the Combined Remedies and any distribution piping and infrastructure constructed to allow delivery of water to Colton's municipal water supply system, as necessary; and

b. The Non-Terminating Party shall assume all rights, responsibilities, and obligations under this Agreement associated with the operation and maintenance of the Combined Remedies, including the costs to operate and maintain the Combined Remedies as provided in Paragraph IV.F.

2. **County Termination Before Emhart:** If the County terminates its participation in this Agreement before Emhart terminates its participation:

a. Disposition and/or use of components of the Combined Remedies owned by the County that are located on real property owned by Rialto shall be addressed as follows:

i. Emhart may, at its option, assume ownership of some or all of such components.

ii. To the extent Emhart does not elect to assume ownership of some or all of such components, the County shall have the right to remove such components. If the County so elects, the County shall remove at its expense such components of the Combined Remedies and restore such ground surface to pre-construction conditions.

iii. To the extent that Emhart does not elect to assume such ownership and the County does not elect to remove such components, Rialto, at its option, may elect to assume ownership of such components. Upon transfer of ownership, Rialto shall be responsible for the use, costs, operation, maintenance, and/or subsequent abandonment of all such components for which it has assumed ownership.

iv. To the extent that Emhart and Rialto do not elect to assume such ownership pursuant to Paragraphs XIII.B.2.a.i and XIII.B.2.a.iii, the County shall remove such components at the County's expense, and restore the ground surface to pre-construction conditions.

v. As part of the meet and confer pursuant to Paragraph XIII.A.1, the Parties shall discuss any transfer of ownership provided for in this Paragraph XIII.B.2, and execute any documents necessary to effectuate such transfer. Unless otherwise agreed, any removal of components and restoration shall be completed within one year of the County's termination. In connection with the removal and restoration required by this paragraph, the Parties shall cooperate in good faith to minimize the impact on the Combined Remedies and the components to be left in place.

b. Disposition and/or use of components of the Combined Remedies owned by the County that are located on real property owned by the County shall be addressed as follows:

i. Emhart may, at its option, elect to use some or all of such components. This election shall be made during the meet and confer process provided for in Paragraph XIII.A.1. The County and Emhart shall thereafter negotiate appropriate terms for access to County-owned land to permit Emhart to use such components, including standard terms for security, insurance, maintenance, repair, termination and other reasonable terms. Such access shall be provided without the need for payment of rent or other similar monetary consideration.

ii. If Emhart does not elect to use some or all of such components, the County shall have the right to use, or grant the right to use, such components at its discretion.

c. Emhart shall not succeed to the County's lease of Rialto Water Rights.

3. **Emhart Termination Before County:** If Emhart terminates its participation in this Agreement before the County terminates its participation:

a. The County may, at its option, succeed to Emhart's lease of Colton Water Rights. Such election shall be discussed as part of the meet and confer pursuant to Paragraph XIII.A.2; and

b. The County may, at its option, assume ownership of some or all of the components of the Combined Remedies owned by Emhart. To the extent the County does not elect to assume such ownership, Rialto may, at its option, elect to assume ownership of remaining components of the Combined Remedies previously owned by Emhart, and shall thereafter be responsible for the use, operation, maintenance, and/or subsequent abandonment of such components for which it has assumed ownership. To the extent neither the County nor Rialto elects to assume such ownership, Emhart shall remove such components, at its expense, and restore the ground surface to pre-construction conditions.

c. As part of the meet and confer pursuant to Paragraph XIII.A.2, the Parties shall discuss any transfer of ownership provided for in this Paragraph XIII.B.3., and execute any documents necessary to effectuate such transfer. Unless otherwise agreed, any removal of components and restoration shall be completed within one year of the Emhart's termination. In connection with the removal and restoration required by this paragraph, the Parties shall cooperate in good faith to minimize the impact on the Combined Remedies and the components to be left in place.

C. Ownership/Removal of Infrastructure Upon Termination by Both County and Emhart

1. Once both the County and Emhart have terminated their respective participation in this Agreement, the owner of any portion of the Combined Remedies (i.e., Emhart and/or the County), at its sole expense as provided in the County/Emhart Implementation Agreement and the County/Rialto Implementation Agreement, shall have the right to remove any and all components of the Combined Remedies within one year and to restore the ground surface to pre-construction conditions.

2. To the extent that the County and/or Emhart do not elect to exercise such right to remove any component of the Combined Remedies as provided in Paragraph XIII.C.1, Rialto shall either (a) require Emhart, at Emhart's sole expense, to remove any remaining component of the Combined Remedies and restore the ground surface to pre-construction conditions, or (b) elect to take possession of all such remaining components of the Combined Remedies which shall thereupon become the property of Rialto. Thereafter, Rialto shall be

responsible for the use, operation, maintenance, and/or subsequent abandonment of such components for which it has assumed ownership.

3. In removing components of the Combined Remedies, Emhart and the County shall comply with all applicable provisions of the Rialto Municipal Code.

XIV. Notice

Whenever, under the terms of this Agreement, written notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided.

As to Colton:

City Manager
Attn: Bill Smith
City of Colton
650 North LaCadena Dr.
Colton, CA 92324

-and-

City Attorney
Attn: Carlos Campos
Best Best & Krieger LLP
74760 Highway 111, Suite 200
Indian Wells, CA 92210

As to the County:

Director, Department of Public Works
825 East Third Street
San Bernardino, CA 92415-0835

-and-

County of San Bernardino
Office of County Counsel
385 North Arrowhead Avenue, 4th Floor
San Bernardino, CA 92415-0140

-and-

The Gallagher Law Group, a Professional Corporation (for notice only, not for service of process)
1875 Century Park East, Suite 1550
Los Angeles, CA 90067
Attn: Timothy V.P. Gallagher

As to Emhart: Joseph W. Hovermill, Esq.
Miles & Stokbridge PC
100 Light Street
Baltimore, MD 21202

As to Rialto: City Attorney for City of Rialto
Attn: Fred Galante
Aleshire & Wynder, LLP
3880 Lemon St., Suite 520
Riverside, CA 92501

-and-

Paul Hastings LLP (for notice only, not for service of process)
55 Second Street
Twenty-Fourth Floor
San Francisco, CA 94105
Attn: Peter H. Weiner

XV. Miscellaneous Terms

A. Headings.

All paragraph headings in this Agreement are for convenience of reference only and shall have no effect on the interpretation of any paragraph or provision of this Agreement.

B. Exhibits.

All exhibits to in this Agreement are incorporated as binding parts of this Agreement unless otherwise stated in the exhibit. The documents labeled "example" in Exhibits F, H, and I are for illustration purposes only and are not binding parts of this Agreement. The notes in italic and underline format in the spreadsheets attached as parts of Exhibits H and I are for guidance only and are not intended to be binding parts of this Agreement. To the extent any notes in those spreadsheets conflict with the terms of the body of this Agreement, the terms of the body of this Agreement shall control. The formulas in those spreadsheets are intended to be binding parts of this Agreement.

C. Construction.

This Agreement shall be interpreted and construed as drafted by all Parties with equal participation in its drafting.

D. Force Majeure.

1. For purposes of this Agreement, "Force Majeure" means any event arising from causes beyond the control of a Party or its contractors that delays or prevents the performance of any obligation under this Agreement despite that Party's best efforts to fulfill the obligation or avoid the event. Force Majeure includes, but is not limited to: acts of God; fire, flood, windstorm, or earthquake; explosion, riot, or sabotage; war, terrorism, threat of terrorism, or any resulting security measures; strikes, lockouts, or other concerted work stoppages; injunctions; inability to obtain raw material, supplies, or energy; or unscheduled outages, shutdowns, or other loss of any necessary utility.

2. The Party whose performance is delayed or prevented by Force Majeure shall inform the other Parties: (1) orally as soon as possible but no later than 48 hours of learning of the possible delay; and (2) in writing no more than five working days from the commencement of the Force Majeure.

3. The Party whose performance is delayed or prevented by Force Majeure shall use best efforts to minimize the effect and duration of such Force Majeure.

4. Any delay in or failure to perform any obligation under this Agreement by a Party caused by Force Majeure shall not constitute a breach of this Agreement or give rise to any claim for damages.

E. Assumption of Certain Emhart Obligations by Black & Decker Inc.

Black & Decker Inc. agrees to assume Emhart's obligations set forth in Paragraphs IV.F, IX.A, X.A. and XIII of this Agreement in the event Emhart defaults on those responsibilities or obligations.

F. Good Faith and Fair Dealing.

The Parties shall deal with each other in good faith and fairly in all matters arising under this Agreement. The presence or absence of a specific reference to good faith in any paragraph of this Agreement does not affect the obligation of the Parties to deal with each other in good faith and fairly in all matters arising under this Agreement.

G. Governing Law.

This Agreement should be construed in accordance with the laws of the State of California.

H. Signatories.

Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he executes this Agreement. Each Party represents that it has the legal authority to enter into this Agreement.

I. Multiple Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

J. Effect of this Agreement on Other Existing Agreements Among the Parties.

1. Nothing in this Agreement supersedes, abrogates, amends, or modifies the provisions of the County/Rialto Implementation Agreement, the terms of which are preserved, except as expressly set forth herein.

2. As between Rialto and the County, Rialto and the County agree that execution of this Agreement does not implicate Paragraph 10.a.vi of the County/Rialto Implementation Agreement.

3. Rialto and Colton are not parties to, nor are they bound in any way by, the County/Emhart Implementation Agreement.

4. To the extent that this Agreement conflicts with the Rialto/Emhart Cost Agreement dated October 4, 2013, this Agreement shall control.

K. Amendment.

This Agreement may be amended at any time, but only by written agreement executed by all Parties then participating in the Agreement.

FOR EMHART INDUSTRIES, INC.:

By: _____

Theodore Morris
Vice President
Emhart Industries, Inc.

Date: August 4, 2015

FOR THE CITY OF RIALTO AND THE RIALTO UTILITY AUTHORITY:

By: _____

Deborah Robertson
Mayor, City of Rialto
Chair, Rialto Utility Authority

Date: 8/26/15

ATTEST:

By: _____

Barbara McGee
City Clerk/Authority Secretary

Approved as to Legal Form:

By: _____

Fred Galante
City Attorney/Authority Counsel

FOR THE CITY OF COLTON:

By: _____

Richard A. DeLaRosa
Mayor, City of Colton

Date: 8/20/15

ATTEST:

By: _____

Carolina R. Padilla
City Clerk

Approved as to Form:

BEST BEST & KRIEGER

By: _____

Danielle G. Sakai
City Attorney

FOR COUNTY OF SAN BERNARDINO:

By: _____

James Ramos
Chairman, Board of Supervisors

Date: SEP 01 2015

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
Of the County of San Bernardino

By: _____

Deputy

Approved as to form:

JEAN-RENE BASLE, COUNTY COUNSEL

By: _____

Penny Alexander-Kelley
Principal Assistant County Counsel

Date: 8-26-2015

Exhibit A

Procedure for Reimbursement of Rialto Consultant Costs Under Paragraph III.C.2.a

The procedure for Rialto to submit requests for reimbursement of Rialto consultant costs as provided for in Paragraph III.C.2.a incurred during the design, permitting, and construction phases of the Work, ("Reimbursement Request") shall be as follows:

1. Peter Fox and West Yost Associates Costs: No more frequently than once per quarter, Rialto shall submit its Reimbursement Request to Emhart for costs of time incurred by Peter Fox or West Yost Associates as reasonably required to provide information, evaluate information provided, or attend meetings, as needed, during the design, permitting, and construction phases of the Work, at the ordinary and customary hourly rates charged by Peter Fox and West Yost Associates to perform other such work for Rialto, and supporting documentation. The Reimbursement Request shall include:

    a. A written summary of the tasks performed, the time and costs associated with each task, and supporting documentation;

    b. Confirmation of Rialto's payment of the invoices described in Paragraph 1, above; and

    c. But, in no event, shall Rialto seek payment for (i) the cost of the first 10 hours of time incurred by Peter Fox or West Yost Associates; (ii) the next $8,057.20 of such costs beyond those addressed in Paragraph 1.c.(i); or (iii) costs resolved by the Agreement for Resolution of Emhart/Rialto Cost Issues entered on October 4, 2013, by Emhart and Rialto.

2. Within 30 days after Emhart's receipt of a Reimbursement Request, Emhart shall pay the appropriate reimbursement amount to Rialto.

Exhibit B

Anticipated Combined Remedies Operation and Maintenance Activities
San Bernardino County, California

I. Introduction

This document describes the anticipated activities for operation and maintenance of the Combined Remedies. This document is for illustration and budgeting purposes only and does not create any legal rights, obligations, responsibilities or duties, contractual or otherwise, among the Parties to the Four Party Implementation Agreement or any third party. To assist in preparation of an Annual O&M Budget for the Combined Remedies, this document will be evaluated annually and updated as necessary.

The design and operation of the Combined Remedies merge the existing Regional Board Remedy with the planned groundwater extraction well and treatment plant expansion. Emhart Industries, Inc. ("Emhart") and the County of San Bernardino (the "County") anticipate that the operation and maintenance of the Combined Remedies will achieve the remedial objectives of: (1) the Work Consent Decree, which Emhart is required to meet; and (2) the Regional Board Order, which the County is required to meet.

The activities to operate and maintain the Combined Remedies as described herein, are: (1) operation and maintenance of the Combined Capture System; (2) operation and maintenance of the Combined Treatment Plant; (3) assisting the Parties in implementation of the Water Management Plan; (4) compliance with Rialto's DDW Permit (including compliance sampling monitoring and compilation and distribution of monthly reports in accordance with the DDW permit); and (5) overall project management and oversight of all of the above.

II. Definitions

A. "Annual O&M Budget" means the budget prepared Rialto (or its third party contractor) and submitted to Emhart and the County by August 1 of each year shall for the work necessary to operate and maintain the Combined Remedies in a cost-effective manner.

B. “Combined Capture System” means the extraction wells and associated conveyance piping connected to the Combined Treatment Plant necessary for operation of the Combined Remedies. There are currently three existing extraction wells (Miro-2, Miro-3, and Rialto-3) and one planned extraction well (EW-1) that will be connected to the Combined Treatment Plant; the locations of these wells and associated piping are shown on Attachment B-1 (Locations of Combined Treatment Plant and Combined Capture System). This definition includes any additional extraction wells and associated piping that may be added in the future, as needed.

C. “Combined Remedies” means the Combined Capture System and the Combined Treatment Plant, but does not include groundwater monitoring wells.

D. “Combined Treatment Plant” means a system of groundwater treatment components, consisting of (1) the County treatment plant at CR-3, in place as of the Effective Date, constructed by the County to comply with the Regional Board Order; (2) the expansion of the County treatment plant constructed by Emhart, after the Effective Date, to comply with the Work Consent Decree (as described in detail in the final design approved by EPA on May 19, 2014); and (3) any future expansion of such treatment plant as necessary or appropriate to comply with the Work Consent Decree or the Regional Board Order.

E. “DDW” means the California State Water Resources Control Board Division of Drinking Water, formerly, the California Department of Public Health Division of Drinking Water.

F. “Parties” means the County, Rialto, Colton, and Emhart.

G. “Rialto-3” means City of Rialto Well No. 3, also referred to as “CR-3.”

H. “Rialto’s DDW Permit” means domestic water supply Permit No. 71-009 issued to Rialto by DDW on January 8, 1971, as amended by Permit Amendment No. 05-13-06PA-005 issued on May 8, 2006, Permit Amendment No. 05-13-09PA-042 issued on January 4, 2010, and as Permit No. 71-009 may be amended in the future.

I. “Water Management Plan” or “WMP” means the water management plan developed by the Parties pursuant to Paragraph VI of the Four Party Implementation Agreement.

III. Background Information

A. Site Setting

The locations of the Combined Remedies facilities are displayed in **Attachment B-1**. A Process Flow Diagram is included as **Attachment B-2**.

B. Combined Treatment Plant Operational Information

As designed, the Combined Remedies will consist of the following equipment:

- Four groundwater extraction well pumps with variable frequency drives (at extraction wells Rialto-3, Miro-2, Miro-3, and EW-1);
- 100,000-gallon steel bolted reservoir (equalization tank);
- Desander unit (for Rialto-3);
- Six bag filter units (for all influent water);
- An ultraviolet (UV) system (for Rialto-3);
- Two booster pumps – 250 horsepower (hp), 150 pounds per square inch (psi) rated at 2,250 gpm each;
- Sulfuric acid injection unit (pH adjustment) – this unit is not operational at this time and there is no requirement to resume its operation;
- Six ion exchange resin (IX) vessels;
- Eight granular activated carbon (GAC) vessels; and
- Hypochlorination injection system.

C. Untreated Groundwater Constituents of Concern

The Combined Treatment Plant is designed to remove the following constituents of concern from extracted groundwater:

- Perchlorate; and

- VOCs, including trichloroethene (TCE)

The influent stream of the Combined Treatment Plant is expected to contain VOCs and perchlorate. The influent from CR-3 may also contain coliform bacteria on an intermittent basis, which if present is treated prior to the water entering the equalization tank to protect the downstream treatment vessels.

IV. Anticipated Operation and Maintenance Activities

A. Combined Capture System

Operation of the Combined Capture System includes, but is not limited to, regulating extraction rates as directed by Emhart and the County to (1) achieve Emhart's and the County's respective remedial requirements; and (2) ensure that the volume of water extracted does not exceed the water rights leased to the County by Rialto and Colton, and to Emhart by Colton. Attachment B-3 identifies routine (daily) and non-routine (periodic) operation, maintenance, and monitoring activities.

B. Combined Treatment Plant

Operation of the Combined Treatment Plant includes, but is not limited to, those routine (daily) and non-routine (periodic) activities identified in Attachment B-3.

C. DDW Permit Compliance

Operation of the Combined Remedies shall, at all times, be in compliance with Rialto's DDW Permit (including compliance sampling monitoring and compilation and distribution of monthly reports in accordance with Rialto's DDW Permit). Compliance with Rialto's DDW Permit is anticipated to include, at a minimum, compliance monitoring and sampling at the following locations:

- The influent stream from operating extraction wells (Attachment B-2);
    - Rialto-3 – Location 1A;
    - Miro-2 – Location 1B;
    - Miro-3 – Location 1C; and

- EW-1 - Location 1D.

- The effluent point of the UV system (Attachment B-2, Location 2);
- The effluent point of each of the two lead perchlorate removal (IX) vessels (Attachment B-2, Location 4) (two sample locations);
- The effluent point of each of the first lag IX vessels (Attachment B-2, Location 5) (two sample locations);
- The effluent point of each of the second lag IX vessels (Attachment B-2, Location 6) (two sample locations);
- The midpoint between each of the four pairs of GAC vessels (Attachment B-2, Location 7) (four sample locations);
- The post-treatment effluent stream (Attachment B-2, Location 9) (two sample locations); and
- Near-field monitoring wells (as identified by Rialto to be sampled by the Operator upon issuance of the amendment to Rialto's DDW Permit).

D. Assisting in Implementation of the Water Management Plan

During operation of the Combined Remedies, the operator will attend meetings to assist in the development and documentation of the WMP as directed by the Parties and to thereafter implement the WMP.

E. Overall Management and Oversight

Operation of the Combined Remedies includes overall management and oversight of the activities described in Paragraphs IV.A through D, above.

F. Excluded Activities

The following activities are excluded from operation and maintenance of the Combined Remedies:

- Determination of extraction well pump rates required for the County and Emhart to meet their respective remedial objectives of the

Regional Board Order (for the County) and the Work Consent Decree (for Emhart) and the corresponding interaction with the Regional Board and USEPA;

- Collection of groundwater monitoring data from County-installed monitoring wells and piezometers pursuant to Paragraph IV.D.3 of the Four Party Implementation Agreement;

- Collection of groundwater monitoring data from Emhart-installed monitoring wells and piezometers that Emhart may, in the future, elect to collect itself as provided for in Paragraph IV.D.3 of the Four Party Implementation Agreement;

- Preparation of quarterly monitoring reports to the Regional Board on behalf of the County;

- Preparation of compliance reporting to USEPA on behalf of Emhart; and

- Major equipment replacement and/or capital improvements.

G. Contractor Qualifications

It is anticipated that the Combined Treatment Plant will be classified as a T3 or T4 treatment facility. The operator must be authorized by law to operate and maintain the Combined Remedies including all operator and shift operator qualification requirements set forth in Rialto's DDW Permit. The operator also must be 40-Hour HAZWOPER-trained, excluding subcontractors, and all operator personnel must possess valid drivers' licenses at the appropriate levels as necessary to perform essential job functions.

V. Attached Support Documents and Reports

The following are attached as referenced herein:

- Attachment B-1 – Locations of Combined Treatment Plant and Combined Capture System

- Attachment B-2 – Process Flow Diagram

- Attachment B-3 Combined Remedies Operation and Maintenance Activities

ATTACHMENT B-1



Legend

- Proposed Extraction Well Location
- City of Rialto Production Well
- Miro Wells
- Pipeline Connecting EW-1 to Combined Treatment Plant
- Pipeline Connecting Miro-2 and Miro-3 to the Combined Treatment Plant

Source: Image courtesy of USGS © 2013 Microsoft Corporation.

N

0 400

Scale in Feet

SOURCE AREA OPERABLE UNIT
ROCKETS, FIREWORKS, AND FLARES SITE

Attachment B-1
LOCATIONS OF COMBINED TREATMENT PLANT AND COMBINED CAPTURE SYSTEM

ERM

PREPARED BY:
AJP (ERM)

JOB NO. 0179962
FILE: Attachment B1.mxd

M:\Projects\Emhart_Rialto\Portland\GIS\AA\Attachment B1.mxd AJP 5/6/2015

ATTACHMENT B-2

1B From Miro-2 (0 gpm)
1C From Miro-3 (0 gpm)
At Treatment Plant

At EW-1 Wellhead

EW-1 Discharge to Waste

1D

10

T-1
100,000 Gallon
RESERVOIR TANK
(Existing)

INFILTRATION POND
(Existing)

2

UV-1
UV Disinfection
(Proposed, to be determined pending water quality)

EW-1
(Proposed)

3

BAG FILTERS
F-201/202
(Proposed)

BOOSTER PUMP
BP-2
(Proposed)

BOOSTER PUMP
BP-1
(Existing)

BAG FILTERS
F-100A/B
(Proposed)

UV SYSTEM - 1
(Existing)

5 4

IX TANK
T-301C
(Proposed)

IX TANK
T-301B
(Proposed)

IX TANK
T-301A
(Proposed)

11

6 7

GAC TANKS
T-401A/B
(Proposed)

IX TANK
T-103
(Proposed)

IX TANK
T-102
(Existing)

IX TANK
T-101
(existing)

CARBON VESSELS - 1
(Existing)

CHLORINE INJECTION
(Proposed)

9 8

DISCHARGE to WATER DISTRIBUTION SYSTEM

GAC TANKS
T-402A/B
(Proposed)

CHLORINE INJECTION
(Existing)

CARBON VESSELS - 2
(Existing)

BAG FILTERS
(Existing)

DE-SANDER
(Existing)

At Treatment Plant

1A

Rialto - 3
(Existing)

LEGEND:

gpm	=	Gallons per Minute
°F	=	Degrees Fahrenheit
psig	=	Pounds per Square Inch
TCE	=	Trichloroethylene
µg/L	=	Micrograms per Liter
IX	=	Ion Exchange

SOURCE AREA OPERABLE UNIT
Rockets, Fireworks, and Flares Superfund Site

ATTACHMENT B-2

PROCESS FLOW DIAGRAM

ERM

PREPARED BY:
B.SWENSON (ERM)

JOB NO. 0179962
FILE: Rialto 0x Process Flow.dwg

G:\DWGS\0179962--Rialto\01\D\Rialto Fig 2 Process Flow.dwg May 29, 2015.

Anticipated Average Flow and Concentration Conditions

	flowrate	service	temperature	pressure	maximum concentration (µg/L)	
	(gpm)		(F)	(psig)	TCE	Perchlorate
1A	1700	EW-1 Groundwater Extraction	70	5-10	10	239
1B	1300	Rialto-3 Groundwater Extraction	70	5-10	4	25
2	200 - 2400	Discharge to Waste - EW-1	70	5-10	10	239
3	1500	IX Influent	70	5-10	7	146
4	1500	IX Midpoint 1	70	5-10	7	<4 - 146
5	1500	IX Midpoint 2	70	5-10	7	<4
6	750	Carbon Influent	70	5-10	7	<4
7	750	Carbon Midpoint	70	5-10	<2.5	<4
8	1500	Carbon Effluent	70	5-10	<2.5	<4
9	1500	Groundwater Treated Discharge	70	5-10	<2.5	<4
10	200 - 2400	Influent EW-1 Development and Testing	70	5-10	10	239
11	200 - 2400	Effluent EW-1 Development and Testing	70	5-10	<2.5	<4

Maximum or Worst Case Concentration Conditions

	flowrate	service	temperature	pressure	maximum concentration (µg/L)	
	(gpm)		(F)	(psig)	TCE	Perchlorate
1A	1700	EW-1 Groundwater Extraction	70	5-10	10	239
1B	0	Rialto-3 Groundwater Extraction	-	-	-	-
2	200 - 2400	Discharge to Waste - EW-1	70	5-10	10	239
3	850	IX Influent	70	5-10	10	239
4	850	IX Midpoint 1	70	5-10	10	<4 - 239
5	850	IX Midpoint 2	70	5-10	10	<4
6	425	Carbon Influent	70	5-10	10	<4
7	425	Carbon Midpoint	70	5-10	<2.5	<4
8	850	Carbon Effluent	70	5-10	<2.5	<4
9	850	Groundwater Treated Discharge	70	5-10	<2.5	<4
10	200 - 2400	Influent EW-1 Development and Testing	70	5-10	10	239
11	200 - 2400	Effluent EW-1 Development and Testing	70	5-10	<2.5	<4

Maximum or Worst Case Flow Conditions

	flowrate	service	temperature	pressure	maximum concentration (µg/L)	
	(gpm)		(F)	(psig)	TCE	Perchlorate
1A	2040	EW-1 Groundwater Extraction	70	5-10	10	239
1B	1850	Rialto-3 Groundwater Extraction	70	5-10	4	25
2	200 - 2400	Discharge to Waste - EW-1	70	5-10	10	239
3	1945	IX Influent	70	5-10	7	137
4	1945	IX Midpoint 1	70	5-10	7	<4 - 137
5	1945	IX Midpoint 2	70	5-10	7	<4
6	972	Carbon Influent	70	5-10	7	<4
7	972	Carbon Midpoint	70	5-10	<2.5	<4
8	1945	Carbon Effluent	70	5-10	<2.5	<4
9	1945	Groundwater Treated Discharge	70	5-10	<2.5	<4
10	200 - 2400	Influent EW-1 Development and Testing	70	5-10	10	239
11	200 - 2400	Effluent EW-1 Development and Testing	70	5-10	<2.5	<4

NOTES:
1. ACTUAL EFFLUENT DISCHARGE LIMITS WILL BE BASED UPON FUTURE AMENDMENT OF THE EXISTING CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (CDPH) PERMIT 71-009 TO PROVIDE FOR THE EXISTING COUNTY CR-3 SYSTEM, EXTRACTION FROM NEW WELLS, AND EXPANSION OF THE TREATMENT SYSTEM.

SOURCE AREA OPERABLE UNIT
Rockets, Fireworks, and Flares Superfund Site

ATTACHMENT B-2

PROCESS FLOW DIAGRAM

ERM

PREPARED BY: B.SWENSON (ERM)

JOB NO. 0179962
FILE: Rialto 0x Process Flow.dwg

Plot Date: 12/04/14 - 5:42pm, Plotted by:Luke, Drawing Path: N:\Swap\AcPublish_9320\Drawing Name:Rialto Fig 2 Process Flow.dwg

ATTACHMENT B-3

COMBINED REMEDIES OPERATION AND MAINTENANCE ACTIVITIES

Daily Activities

	Description	Standard in-house operations to be performed by Operator Per Fixed Price Contract	Third Party Contractor Cost to be reimbursed as Needed	Notes
D1	Check operational status.	Operator to perform work. Third party not needed.	None	
D2	Visually inspect and record reservoir level and verify that level does not exceed high-high or low-low levels.	Operator to perform work. Third party not needed.	None	
D3	Check control panel for any alarms.	Operator to perform work. Third party not needed.	None	
D4	Verify that pump motors in Rialto 3, EW-1, Miro-2 and Miro-3 are or have recently been operating (to the extent such wells are being utilized for the Combined Remedies).	Operator to perform work. Third party not needed.	None	
D5	Visually inspect and record totalized flow immediately downstream of all operating wells.	Operator to perform work. Third party not needed.	None	
D6	Meter and record the volume of water delivered to Colton.			
D7	Visually inspect and record pressure drop across the Krebbs Desander. Verify that Krebbs Desander is functioning and that water is not overflowing its waste pit. (if Rialto-3 is operating)	Operator to perform work. Third party not needed.	None	
D8	Visually inspect and record pressure readings on either side of the six bag filters. If pressure is equal to or greater than allowable pressure rating for the filter	Operator to perform work. Third party not needed.	None	

	Description	Standard in-house operations to be performed by Operator Per Fixed Price Contract	Third Party Contractor Cost to be reimbursed as Needed	Notes
	bags, arrange for bag filter change-out.			
D9	Visually inspect and record lamp status for the Ultra-Violet (UV) system(s).	Operator to perform work. Third party not needed.	None	
D10	Visually inspect Booster Pumps (BP-1 and BP-2) status and record totalized flow immediately downstream	Operator to perform work. Third party not needed.	None	
D11	Visually inspect ion-exchange (IX) vessels and verify absence of leaks. Verify proper valve alignment. Record pressure drop across each vessel. Record totalized flow immediately downstream of IX vessels.	Operator to perform work. Third party not needed.	None	
D12	Visually inspect granular activated-carbon (GAC) vessels and verify absence of leaks. Verify proper valve alignment. Record pressure drop across each vessel. Record totalized flow immediately downstream of each GAC vessel.	Operator to perform work. Third party not needed.	None	
D13	Visually inspect and verify proper operation of Chlorination Systems.	Operator to perform work. Third party not needed.	None	
D14	Combined Treatment Plant monitoring to comply with DDW permit.	Operator should collect samples and manage logistics of sampling and analysis.	Third party laboratory charges to be reimbursed.	

Non-Daily Duties

ND1	Monthly reporting to DDW and other appropriate agencies regarding treatment plant operations, throughput, contaminant mass removal, daily amount of water treated, water	Operator should prepare and submit monthly reports in accordance with Rialto's DDW permit.	None.	

	Description	Standard in-house operations to be performed by Operator Per Fixed Price Contract	Third Party Contractor Cost to be reimbursed as Needed	Notes
	quality monitoring results, and a summary of alarms and shutdowns experienced at the treatment plant and any corrective actions taken.			
ND2	Combined Treatment Plant and near-field monitoring well (identified by Rialto) sampling and analyses to comply with DDW permit.	Operator should collect samples and manage logistics of sampling and analysis.	Third party laboratory charges to be reimbursed.	
ND3	Monthly shaft rotation for all inactive pump motor equipment (e.g., Miro-2 and Miro-3)	Operator to perform work. Third party not needed.	None	
ND4	Assure proper lubrication of operating pumps and motors (e.g., Rialto-3, EW-1, BP-1, and BP-2).	Operator to perform work. Third party not needed.	None.	
ND5	Assure proper lubrication of inactive pumps and motors (e.g., Miro-2 and Miro-3).	Operator to perform work. Third party not needed.	None	
ND6	Trouble-shooting when operational status is inconsistent with expectations.	Operator to (1) perform initial troubleshooting to determine appropriate action; (2) oversee logistics of hiring third party contractors as needed; and (3) oversee work as it is completed.	Third party contractors as needed (e.g., programmer, electrician, manufacturer's rep) to be reimbursed.	
ND7	Trouble-shooting when reservoir levels are inconsistent with programming.	Operator to (1) perform initial troubleshooting to determine appropriate action; (2) oversee logistics of hiring third party contractors as needed; and (3) oversee work as it is completed.	Third party contractors as needed (e.g., programmer, electrician, manufacturer's rep) to be reimbursed.	
ND8	Trouble-shooting to determine cause of control panel alarms.	Operator to (1) perform initial troubleshooting to determine appropriate action; (2) oversee logistics of hiring third party contractors as	Third party contractors as needed (e.g., programmer, electrician, manufacturer's rep) to be reimbursed..	

	Description	Standard in-house operations to be performed by Operator Per Fixed Price Contract	Third Party Contractor Cost to be reimbursed as Needed	Notes
		needed; and (3) oversee work as it is completed.		
ND9	Trouble-shooting to determine cause for non-operational pump motors.	Operator to (1) perform initial troubleshooting to determine appropriate action; (2) oversee logistics of hiring third party contractors as needed; and (3) oversee work as it is completed.	Third party contractors as needed (e.g., programmer, electrician, manufacturer's rep) to be reimbursed.	
ND10	Trouble-shooting to determine cause for malfunctioning flow totalizers and motorized valves (including valves on conveyance lines).	Operator to (1) perform initial troubleshooting to determine appropriate action; (2) oversee logistics of hiring third party contractors as needed; and (3) oversee work as it is completed.	Third party contractors as needed (e.g., programmer, electrician, manufacturer's rep) to be reimbursed.	
ND11	Trouble-shooting to determine cause of excess pressure across the Krebbs Desander or for excess water overflowing its waste pit.	Operator to perform work. Third party not needed.	None	
ND12	Bag filter change-outs when pressure is equal to or greater than allowable bag pressure rating, arrange for bag filter change-out.	Operator to perform work. Third party not needed.	Cost of replacement bag filters to be reimbursed.	
ND13	Manual and/or chemical cleaning of quartz sleeves in the UV unit when coliform is detected downstream of the UV unit. Bulb replacement may also be required.	Operator handles logistical issues of identifying problem, hiring third party contractors to repair as needed, overseeing repairs and confirming repairs were successful.	Costs of third party experts on UV systems or other third party contractors as needed to be reimbursed.	
ND14	Manual cleaning and/or chemical cleaning of quartz sleeves in the UV unit when UV bulb intensity is less than 400 J/m2. Bulb replacement may also be required.	Operator handles logistical issues of identifying problem, hiring third party contractors to repair, overseeing repairs and confirming repairs were successful.	Costs of third party experts on UV systems or other third party contractors as needed to be reimbursed.	

	Description	Standard in-house operations to be performed by Operator Per Fixed Price Contract	Third Party Contractor Cost to be reimbursed as Needed	Notes
ND15	Arrange for IX and GAC vessel seal repair/replacement when leaks are observed.	Operator handles logistical issues of identifying problem, developing and processing RFP, selecting contractor, overseeing work and confirming work completed successfully.	Costs of third party contractors to be reimbursed.	
ND16	Arrange for and supervise media replacement when lead vessel IX or GAC "break-through" occurs.	Operator handles logistical issues of identifying problem, developing and processing RFP, selecting contractor, overseeing work and confirming work completed successfully.	Costs of third party contractors to be reimbursed.	
ND17	Arrange for media inspection/replacement if problematic differential pressure conditions are identified at the treatment vessels.	Operator handles logistical issues of identifying problem, developing a solution, selecting contractor, overseeing work and confirming work completed successfully.	Costs of third party contractors to be reimbursed.	
ND18	Trouble-shooting to resolve problematic conditions at the chlorination system.	Operator to perform work. Third party not needed.	None	
ND19	Reprogramming the control panel to adjust for seasonal pumping rates or otherwise.	Operator handles logistical issues of identifying problem, hiring experts as needed, and overseeing work and confirming work completed successfully.	Costs of third party programmer to be reimbursed.	
ND20	Pump and/or motor removal, service, and re-installation when required.	Operator handles logistical issues of identifying problem, hiring experts as needed, and overseeing work and confirming work completed successfully.	Costs of third party contractors to be reimbursed.	
ND21	Housekeeping, weed abatement in and around	Operator to perform work. Third party not needed.	None.	

	Description	Standard in-house operations to be performed by Operator Per Fixed Price Contract	Third Party Contractor Cost to be reimbursed as Needed	Notes
	treatment system and wells.			

Exhibit C

Conceptual Diagram of Combined Capture System



Legend

- Proposed Extraction Well Location
- City of Rialto Production Well
- Miro Wells
- Pipeline Connecting EW-1 to Combined Treatment Plant
- Pipeline Connecting Miro-2 and Miro-3 to the Combined Treatment Plant

Source: Image courtesy of USGS © 2013 Microsoft Corporation.

N

0 400

Scale in Feet

SOURCE AREA OPERABLE UNIT
ROCKETS, FIREWORKS, AND FLARES SITE

EXHIBIT C
CONCEPTUAL DIAGRAM OF
COMBINED CAPTURE SYSTEM

ERM

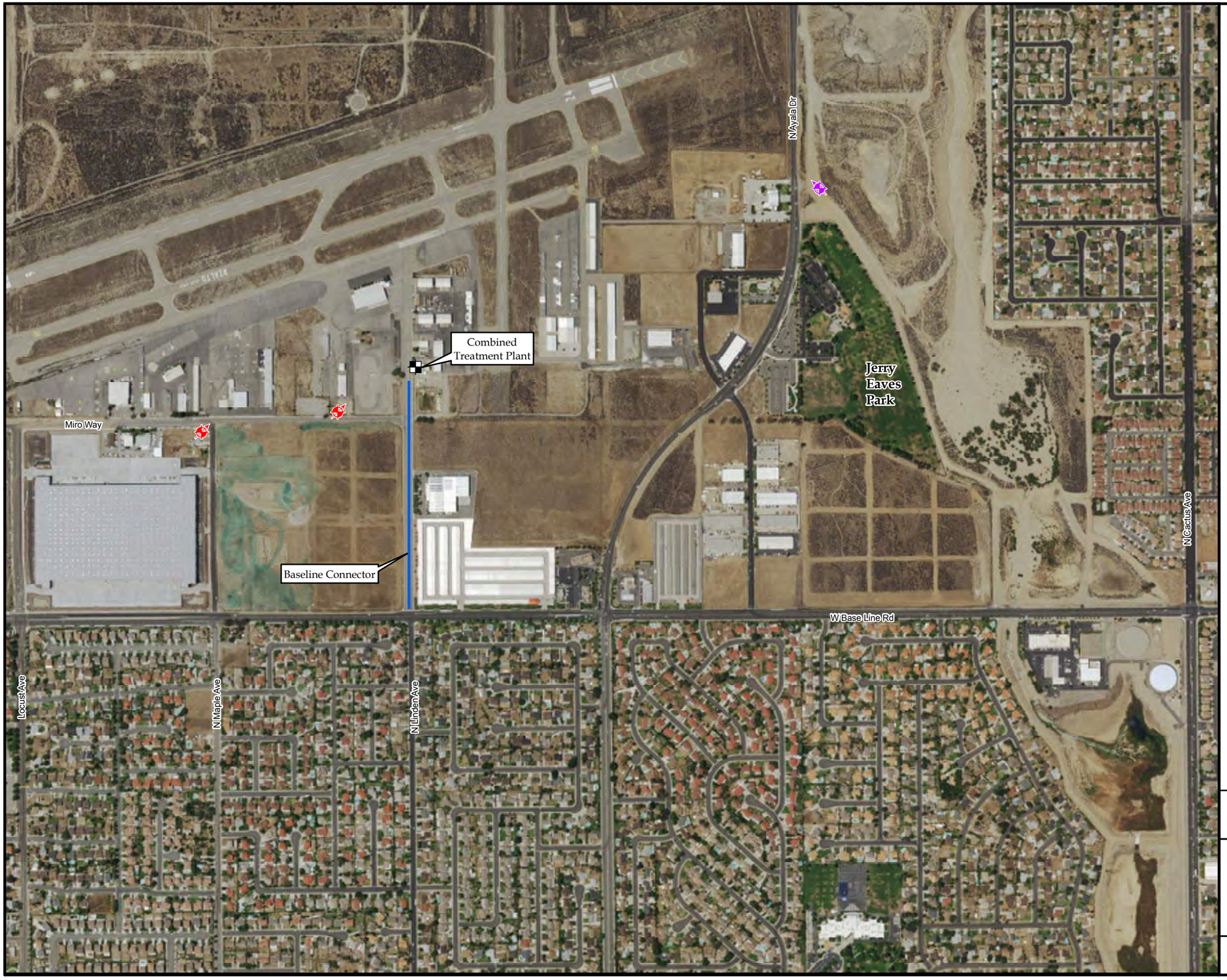
PREPARED BY:
AJP (ERM)

JOB NO. 0179962
FILE: Exhibit C.mxd

M:\Projects\Emhart_Rialto\Portland\GIS\AE\exhibit C.mxd AJP 5/6/2015

Exhibit D

Conceptual Diagram of Distribution Piping



Legend

- Miro Wells
- Proposed Extraction Well Location
- City of Rialto Production Well
- Conveyance Pipeline

Source: ESRI Aerial Imagery Webservice, USDA, June 3, 2014.

N

0 1,400 Feet

SOURCE AREA OPERABLE UNIT
ROCKETS, FIREWORKS, AND FLARES SITE

EXHIBIT D
CONEPTUAL DIAGRAM OF
DISTRIBUTION PIPING

ERM

PREPARED BY:
AJP (ERM)

JOB NO. 0179962.08.B1
FILE: ExhibitD_ConceptualDiagram_ConveyancePipelinesRev1.mxd

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Exhibit E

Rialto Resolution 5248

RESOLUTION NO. 5248

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA RECONFIRMING ITS ZERO TOLERANCE POLICY REGARDING PERCHLORATE CONTAMINATION

WHEREAS, perchlorate is a strong oxidizing agent and is used extensively in explosives, fireworks and rocket fuel; and

WHEREAS, perchlorate has been found in the environment as a result of spills, leaks, improper disposal and accidental release to soil followed by infiltration into the ground water drinking supply, food and milk; and

WHEREAS, perchlorate can disrupt the thyroid gland and its production of hormones that regulate metabolism and growth; and

WHEREAS, infants and pregnant women are particularly at risk to the health effects caused by the disruption of thyroid and growth; and

WHEREAS, exposure to perchlorate during key windows of time in the growth and development of babies could lead to health complications and intellectual limitations; and

WHEREAS, perchlorate is a clear threat to public health and the environment; zero exposure is the only strategy that truly protects public health; and perchlorate exposure affects all residents of the City of Rialto and Inland Counties; and

WHEREAS, an independent study conducted by the Press Enterprise found 13 of 18 samples of lettuce grown in Inland Counties contained levels of perchlorate two (2) to three (3) times greater than four (4) to nine (9) parts per billion found in the Colorado River; and

WHEREAS, three hundred sixty-five (365) perchlorate contaminated drinking water wells have been identified in California, eighty-two (82) of which are located in San Bernardino County, and twenty-two (22) wells have been shut down in the cites of Rialto, Fontana, Bloomington and Colton; and

WHEREAS, the chemical perchlorate (a rocket fuel ingredient used in the manufacture of military rockets, pistol flares, fireworks and munitions) has been detected in significant concentrations in the Rialto/Colton Basin; and

WHEREAS, five of the City's twenty-two water wells have been shut down due to perchlorate contamination; and

WHEREAS, The City Council has previously announced a "zero tolerance" policy towards perchlorate; and

WHEREAS, the City of Rialto wishes to follow the Regional Water Quality Control Board's orders issued regarding perchlorate contamination and cleanup;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. The recitals to this resolution are true and correct and are incorporated herein by this reference, and relied upon by the City Council in adopting this resolution.

Section 2. The City Council finds that there is significant disagreement within the scientific community regarding the long term health effects of the regular ingestion of perchlorate. Because of this disagreement, the fact that scientists on both sides appear credible, and the fact that the whole perchlorate phenomenon has come to light only within the last decade, and only as a result of improved testing technologies, the City Council has concluded that until there is substantially greater agreement within the scientific community as to what, if any, levels or amounts of perchlorate are unquestionably safe for regular human ingestion, the City of Rialto will continue with its "zero tolerance" policy for perchlorate. When standard water testing techniques show any detectible levels of perchlorate in City water wells, those wells will be shut down, and no water therefrom is to be put into the Rialto Water System unless and until those wells can be treated back down to "non-detect" levels.

Section 3. The City Council urges its state elected officials to concur in this policy and authorize Regional Water Quality Control Boards throughout this state to issue clean-up and abatement orders and water replacement orders based upon the detection of <u>any</u> perchlorate found in public drinking water supplies.

///

///

///

WHEREFORE, this Resolution is passed, approved and adopted by a four-fifth vote this 21st day of June, 2005.

GRACE VARGAS, Mayor

ATTEST:

BARBARA A. McGEE, City Clerk

APPROVED AS TO FORM:

ROBERT A. OWEN, City Attorney

(Original printed on acid-free paper)

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)ss
CITY OF RIALTO)

I Barbara A. McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing Resolution No. 5248 was duly passed and adopted at a regular meeting of the City Council of the City of Rialto held on the 21st day of June, 2005.

Upon motion of Councilmember Robertson, seconded by Councilmember Scott, the foregoing Resolution No. 5248 was dully passed and adopted.

Vote on the motion:

AYES: Mayor Vargas, Council Members Robertson, Hanson, Sampson & Scott

NOES: None

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Rialto this 20th day of July, 2005.

BARBARA A. McGEE, CITY CLERK

(Original printed on acid-free paper)

Exhibit F

Combined Remedies Annual O&M Budget Form

(Example)

Task No.	Description	Annual Hours	Hourly Rate	Total	Comments
D1-D14	Daily Observation and Recordings				___ hours per day
ND1	Monthly Reporting				___ hours per month
ND2	DDW WQ Sampling				___ hours per month
ND3	Shaft Rotation				___ hours per month
ND4-ND5	Well Lubrication				___ hours per month
ND6-ND11	Trouble-shooting				___ hours per month
ND12	Bag Filter Change-out				___ hours per quarter
ND13-ND14	UV Maintenance				___ hours per month
ND15	Coordinate the Repair and Maintenance of IX and GAC				___ hours per month
ND16-ND17	Coordinate the change-out of resin or GAC				___ hours per quarter
ND18	Chlorine System Maintenance				___ hours per week
ND19	Adjust Control Panel and Programming				___ hours per year
ND20	Pump Motor Service				___ hours per year
ND21	House Keeping Weed Abatement				___ hours per month

ANNUAL LABOR SUBTOTAL	_____
ADMINISTRATIVE FEE	_____
ANNUAL LABOR TOTAL	_____

MATERIALS/EXPENSES

Materials, expenses and supplies to be billed at cost.

Exhibit G

Procedure for Calculating Colton's Baseline Lifting Cost

As set forth in Paragraph V of this Agreement, Colton has leased certain of its water rights in the Basin to Emhart and the County to be utilized to meet the objectives of the Combined Remedies. Colton, Emhart, and the County shall use the following procedure set forth this Exhibit G to calculate the baseline electrical costs that Colton would incur to lift an acre foot of water when operating its extraction wells in the Basin ("Colton's Baseline Lifting Cost").

The Colton Baseline Lifting Cost is used to calculate the amount Colton shall reimburse Emhart and the County for water pumped by Emhart and the County and delivered to the Colton municipal water supply system pursuant to Emhart and the County's respective leases of Colton Water Rights.

1. Within 30 days following DDW issuance of the amendment of Colton and Rialto's DDW Permits necessary for operation of the Combined Remedies, Emhart, the County, and Colton shall meet and confer to calculate Colton's Baseline Lifting Cost using the following formula: Colton's Baseline Lifting Cost = (the total electrical costs ($) incurred to lift water at Colton wells C-15 and C-17 to the surface in the three years immediately prior to the calculation) ÷ (the total volume of water pumped at C-15 and C-17 (AF) in that same three year period). Colton's Baseline Lifting Cost shall be stated in dollars per acre foot of water ($/AF).

2. If: (1) a change in groundwater levels materially impacts lifting costs in the Basin; or (2) a change in electrical energy costs materially impacts lifting costs in the Basin; Colton, the County, and Emhart shall meet and confer to re-assess whether Colton's Baseline Lifting Cost fairly and adequately represents the cost Colton would otherwise incur to lift an acre foot of water at its extraction wells in the Basin.

Exhibit H

Annual Allocation of CR-3/CTP Energy Costs and Reconciliation of Combined Remedies Energy Costs

This Exhibit H sets forth the procedures for annually (1) allocating the energy costs to operate CR-3 and the CTP ("CR-3/CTP Energy Costs"); and (2) allocating and reconciling all energy costs to operate the Combined Remedies.

Attached hereto is a compact disc (CD) containing a Microsoft Excel Workbook titled "Tables H-1 and H-2.XLSX." That file contains monthly spreadsheets for allocation of CR-3/CTP Energy Costs (Table H-1) and an annual reconciliation spreadsheet (Table H-2). To assist in the preparation of the annual allocation of CR-3/CTP Energy Costs and reconciliation of Combined Remedies energy costs, attached are paper copies of Tables H-1 and H-2 with sample inputs and Tables H-1 and H-2 displaying the spreadsheet formulas used in the file.

I. Allocation of CR-3/CTP Energy Costs (Table H-1)

CR-3/CTP Energy Costs include (1) the cost of energy used to operate the Combined Treatment Plant; and (2) the cost of energy used to extract groundwater at CR-3. Southern California Edison ("SCE") bills Rialto for CR-3/CTP Energy Costs. CR-3/CTP Energy Costs shall be allocated annually using the following procedure:

1. As the service customer on the monthly invoices from SCE for CR-3/CTP Energy Costs, Rialto shall pay those invoices, subject to reimbursement as set in Paragraph II, below.

2. To facilitate allocation of CR-3/CTP Energy Costs, the County and Emhart shall annually request that SCE perform the following energy efficiency tests:

    a. A test to determine the energy required to pump an acre foot of groundwater at CR-3 to the 100,000-gallon equalization tank at the Combined Treatment Plant which shall be reported as "EQ Tank kWh/AF";

    b. A test to determine the energy that Rialto would otherwise use, absent the Combined Remedies, to pump an acre foot of

groundwater from the groundwater table to its municipal water supply system which shall be reported as "Rialto Baseline kWh/AF". To perform this test, groundwater shall be pumped from CR-3 to the infiltration pond at the Combined Treatment Plant through conveyance piping which shall be partially closed to simulate the pressure conditions in adjacent pipelines in Rialto's domestic water supply system.

3. Following the end of the Water Year, Rialto shall prepare the initial draft of Table H-1 for each monthly invoice paid by Rialto. Table H-1 is used to allocate CR-3/CTP Energy Costs on each monthly SCE invoice for reimbursement of Rialto by the County and Emhart in accordance with Paragraph IV.F.2.d of the Agreement. Table H-1 contains the following five data entry steps:

STEP 1: Enter the EQ Tank kWh/AF value determined under Paragraph 2.a, above.

STEP 2: Enter the Rialto Baseline kWh/AF value determined under Paragraph 2.b, above.

STEP 3: Enter the metered volume of water pumped from CR-3 during the monthly billing period ("CR-3 AF").

STEP 4: Enter the energy use values from the monthly SCE invoice.

STEP 5: Based on the numbers entered in Steps 1 through 4, Table H-1 automatically calculates the allocation of CR-3/CTP Energy Costs for each monthly SCE invoice.

II. Reconciliation of Paid and Projected Combined Remedies Energy Costs (Table H-2)

1. In conjunction with the annual preparation of Table H-1, Rialto shall collect and input the data necessary to complete Table H-2. Table H-2 is used to reconcile the previous Water Year's payments for energy costs associated with operation and maintenance of the Combined Remedies, on an annual basis and set the projected quarterly payments for the next Water Year, as follows:

STEP 1: Input monthly water production for each well.

STEP 2: Input monthly delivery of water to Rialto and Colton.

STEP 3: Table H-2 automatically calculates the annualized allocation of CR-3/CTP Energy Costs among the Parties based on the data in Table H-1.

STEP 4: Input percent of pumping at CR-3, Miro-2 and Miro-3 pumped for compliance with the Work Consent Decree and delivery to Colton (to be supplied by County/Emhart).

STEP 5: Input Colton's Baseline Lifting Cost ($/AF) as determined pursuant to Exhibit G; Actual Miro-2 and Miro-3 Lifting Costs ($/AF) as provided by County; and Actual EW-1 Lifting Cost ($/AF) as provided by Emhart.

STEP 6: Input allocation between Emhart and County of Regional Board Remedy Driven Incremental Lifting Costs (CR-3)[1] as provided by County and Emhart.

STEP 7: Input Quarterly Payments made for past Water Year (i.e. the year for which energy costs are being reconciled). In the first Water Year, or any portion thereof, during which the Combined Remedies operate, the Parties shall use available information to estimate the projected quarterly payments.

2. Rialto shall circulate the draft Tables H-1 and H-2 to Emhart, County and Colton, along with the monthly energy bills used to generate the tables, for review by the Parties at the next monthly meeting.

3. The Parties shall meet and confer at the monthly meeting following distribution of the draft Tables H-1 and H-2, and review the documents. Once Tables H-1 and H-2 are finalized and agreed to by the Parties , Rialto shall circulate the approved tables to the Parties, and each Party shall use

[1] Regional Board Remedy Driven Incremental Lifting Costs (CR-3) represent the incremental costs that SCE bills Rialto for energy used to extract groundwater at CR-3 for the County to meet the remedial action objectives of the Regional Board Order. Emhart and the County allocate such costs between them pursuant to the County/Emhart Implementation Agreement.

the tables to invoice other Parties for net amounts estimated to be paid during the next Water Year in quarterly payments, as set forth in Table H-2, with the first payment reflecting a “true-up” credit or debit for the prior year per Exhibit H-2.

4. Payments shall be made quarterly on November 1, February 1, May 1, and August 1, or 60 days from receipt of an invoice for the amount due, whichever is later.

Table H-1

Allocation of CR-3/CTP Energy Costs
(Example)

Table H-1
Allocation of CR-3/CTP Energy Costs
(Example)
Based on SCE August 14 - September 1, 2014 Bill to Rialto

STEP 1	Enter EQ Tank kWh/AF based on SCE testing	878	*This value changes **annually** based on SCE testing*	*Annual Input*
STEP 2	Enter Rialto Baseline kWh/AF	945	*This value changes **annually** based on SCE testing*	*Annual Input*
STEP 3	Enter CR-3 AF	89.8	*This value changes **monthly** based on CR-3 metered water flow measurements*	*Monthly Input*

STEP 4 Enter energy use from monthly SCE bill — Changes ***monthly*** based on SCE bill

	kWh	Energy delivery charges	Generation Charges	*Notes*
Charges Based on kWh				
Delivery				
On peak	8,945	$0.02188	$0.09335	
Off peak	46,761	$0.02188	$0.06078	
Super Off Peak	18,452	$0.02188	$0.01768	
Off peak	39,827	$0.02188	$0.06085	
Super Off Peak	13,812	$0.02188	$0.02812	
Total	127,797			
DWR Bond		$0.00513		*Based on SCE metered total kWh*
Customer Charge		$ 193.26		
Power factor Adj		$ 73.44		
Taxes		$ 0.0003		*Based on SCE metered total kWh*
Energery Credit		$ (0.00037)		*Based on SCE metered total kWh*
Charges Based on kW				
	kW			
Facilities Demand	259	$ 7.86		*kW Based on SCE monthly metering*
On Peak	258	$ 27.31		
Ratio of peak days to billing cycle days		0.5625		*From SCE invoice showing count of peak demand days*

STEP 5

Spreadsheet Calculation of Rialto Baseline energy use as percentage of total metered energy for billling period		
Rialto Baseline energy use	84,861	*Rialto Baseline kWh/AF (from Step 2) X CR-3 AF (from Step 3)*
Rialto Baseline energy use as percentage of total Metered Energy (Rialto %)	66.4%	*Rialto Baseline energy use/Total kWh for billing period (from Step 4)*

Spreadsheet Calculation of relative energy use by CR-3 pumping and CTP operation		
kWh for CR-3 pumping (to EQ Tank)	78,844	*EQ Tank kWh/AF (from Step 1) X CR-3 AF (from Step 3)*
CR-3 pumping as percentage of total Metered Energy	61.7%	*kWh for CR-3 pumping/Total kWh for billing period (from Step 4)*
CTP operation as percentage of total Metered Energy (CTP %)	38.3%	*1 minus CR-3 pumping percentage*

EXAMPLE

Principles for allocation of CR-3/CTP Energy Costs (non-peak, peak and kW-based charges)

The formulas in this Table H-1 are based on the following principles. To the extent that these principles conflict with the provisions of Paragraph IV.F.2.d of the Agreement, the langage of the Agreement shall control.

Non-peak kWh Usage Charges (excludes charges above mid-peak rate)		
Principle	***Allocation***	***Notes***
County/Emhart are responsible for the non-peak kWh attributable to the CTP	*CTP% (see step 5)*	*CTP% is percent of electricity used by CTP in that month (as a share of total kWh)*
Rialto is responsible for the kWh attributable to lifting CR3 Water (using the non-peak rates) to pipeline pressure	*Rialto% (see step 5)*	*Represents percent of electricity used that month (as a share of the total kWh) to lift water to the surface at CR3 to pipeline pressure*
County/Emhart are responsible for incremental lifting costs at CR3 at non-peak rates (which due to pumping into a reservoir rather than to pipeline pressure should be a credit)	*Balance (may be negative)*	*The amount of non-peak kWh charges remaining to be paid once CTP% and Rialto% are paid (non-peak charges)*
Peak kWh Usage Charges (charges above mid-peak rates)		
County/Emhart are responsbile for the peak kWh (above mid-peak rates) attributable to the CTP	*CTP% (see step 5)*	*CTP% is percent of electricity used by CTP in that month (as a share of total kWh)*
Rialto not responsible for costs above mid-peak	*Zero percent*	
County/Emhart responsible for incremental lifting costs at CR3 (due to charges above mid-peak)	*Balance of Peak kWh usage charges*	*Peak charges remaining after CTP% is paid represent peak charges of lifting water at CR3*
Charges Based on kW of equipment onsite (size of equipment at site)		
County/Emhart are responsible for electrical delivery charges for the electrical equipment associated with the CTP	*CTP% (see step 5)*	*Percent of power used by CTP is a proxy for delivery charges*
Rialto is responsible for electrical delivery charges for the CR3 pump	*Balance*	*The amount of charges based on kW of equipment onsite remaining to be paid once CTP% is paid*

EXAMPLE

SPREADSHEET ALLOCATION OF CR-3/CTP Energy Costs

CR-3/CTP Energy Costs (populate automatically from Step 4 above)					CTP Operation (based on reservior test) (County/Emhart pay)	Baseline Lifting Costs (based on pipeline pressure test) (Rialto pays)	Incremental Lifting Costs (County/Emhart pay)	***Notes***
Source	**DELIVERY CHARGES**	**kW**	**Rate**	**Charge**	38.3%	66%		*Does not add to 100% becauase pumping to reservoir is more efficient*
SCE Bill	Facilites rel Demand	259	$7.86	$2,035.74	$779.79	$1,255.95	$0.00	*Allocate to treatment plant and Rialto only*
		kWh	**Rate**					
SCE Bill	On Peak	8945	$0.02188	$195.72	$74.97	$129.96	-$9.21	*Standard Split*
SCE Bill	Mid Peak	46761	$0.02188	$1,023.13	$391.91	$679.39	-$48.17	*Standard Split*
SCE Bill	Off Peak	18452	$0.02188	$403.73	$154.65	$268.09	-$19.01	*Standard Split*
SCE Bill	On Peak	39827	$0.02188	$871.41	$333.80	$578.65	-$41.03	*Standard Split*
SCE Bill	Mid Peak	13812	$0.02188	$302.21	$115.76	$200.67	-$14.23	*Standard Split*
SCE Bill	DWR BOND	127797	$0.00513	$655.60	$251.13	$435.34	-$30.87	*Standard Split*
SCE Bill	Customer Charge		$193.26	$193.26	$74.03	$128.33	-$9.10	*Standard Split*
SCE Bill	Power factor Adj		$73.44	$73.44	$28.13	$48.77	-$3.46	*Standard Split*
	GENERATION CHARGES							
	SERVICE DEMAND	**kW**	**Rate**					
SCE Bill	On Peak	258	$27.31	$3,963.36	$1,518.17	$0	$2,445.20	*No peak charges to Rialto*
	ENERGY DEMAND CHARGES	**kWh**	**Rate**					
SCE Bill	Peak kWh at peak rate (from SCE bill)	8,945	$0.09335	$835.02				
Calculation	Peak kWh at mid-peak rate (breakdown of SCE Bill Value)	8,945	$0.06078	$543.68	$208.26	$361.02	-$25.60	*Standard Split*
Calculation	Peak costs chageable to remedy (both CR-3 lifting and treatment plant)	8,945	$0.03257	$291.34	$111.60	$0.00	$179.74	*Allocate to combined remedy -- none to Rialto*
SCE Bill	Off Peak	46,761	$0.06078	$2,842.13	$1,088.68	$1,887.26	-$133.81	*Standard Split*
SCE Bill	Super Off Peak	18,452	$0.01768	$326.23	$124.96	$216.63	-$15.36	*Standard Split*
SCE Bill	Off Peak	39,827	$0.06085	$2,423.47	$928.31	$1,609.26	-$114.10	*Standard Split*
SCE Bill	Super Off Peak	13,812	$0.02812	$388.39	$148.77	$257.90	-$18.29	*Standard Split*
	OTHER	**kWh**	**Rate**					
SCE Bill	Taxes	127797	$0.00029	$37.06	$14.20	$24.61	-$1.74	*Standard Split*
SCE Bill	Energy Credit	127797	-$0.00037	-$47.28	-$18.11	-$31.40	$2.23	*Standard Split*
TOTAL				**$16,522.62**	**$6,328.99**	**$8,050.42**	**$2,143.22**	
				100%	**38.3%**	**48.7%**	**13.0%**	

EXAMPLE

Table H-1

Allocation of CR-3/CTP Energy Costs
(Excel Spreadsheet Formulas)

Table H-1
Allocation of CR-3/CTP Energy Costs
(Excel Spreadsheet Formulas)
Based on SCE August 14 - September 1, 2014 Bill to Rialto

STEP 1	Enter EQ Tank kWh/AF based on SCE testing		*This value changes **annually** based on SCE testing*	*Annual Input*
STEP 2	Enter Rialto Baseline kWh/AF		*This value changes **annually** based on SCE testing*	*Annual Input*
STEP 3	Enter CR-3 AF		*This value changes **monthly** based on CR-3 metered water flow measurements*	*Monthly Input*

STEP 4 Enter energy use from monthly SCE bill — Changes ***monthly*** based on SCE bill

	kWh	Energy delivery charges	Generation Charges	*Notes*
Charges Based on kWh				
Delivery				
On peak				
Off peak				
Super Off Peak				
Off peak				
Super Off Peak				
Total	=SUM(C15:C19)			
DWR Bond				*Based on SCE metered total kWh*
Customer Charge				
Power factor Adj				
Taxes				*Based on SCE metered total kWh*
Energery Credit				*Based on SCE metered total kWh*
Charges Based on kW				
	kW			
Facilities Demand				*kW Based on SCE monthly metering*
On Peak				
Ratio of peak days to billing cycle days				*From SCE invoice showing count of peak demand days*

STEP 5

Spreadsheet Calculation of Rialto Baseline energy use as percentage of total metered energy for billling period		
Rialto Baseline energy use	=C7*C9	*Rialto Baseline kWh/AF (from Step 2) X CR-3 AF (from Step 3)*
Rialto Baseline energy use as percentage of total Metered Energy (Rialto %)	=C37/C20	*Rialto Baseline energy use/Total kWh for billing period (from Step 4)*

Spreadsheet Calculation of relative energy use by CR-3 pumping and CTP operation		
kWh for CR-3 pumping (to EQ Tank)	=C5*C9	*EQ Tank kWh/AF (from Step 1) X CR-3 AF (from Step 3)*
CR-3 pumping as percentage of total Metered Energy	=C41/C20	*kWh for CR-3 pumping/Total kWh for billing period (from Step 4)*
CTP operation as percentage of total Metered Energy (CTP %)	=1-C42	*1 minus CR-3 pumping percentage*

Principles for allocation of CR-3/CTP Energy Costs (non-peak, peak and kW-based charges)

The formulas in this Table H-1 are based on the following principles. To the extent that these principles conflict with the provisions of Paragraph IV.F.2.d of the Agreement, the langage of the Agreement shall control.

Non-peak kWh Usage Charges (excludes charges above mid-peak rate)

Principle	***Allocation***	***Notes***
County/Emhart are responsible for the non-peak kWh attributable to the CTP	*CTP% (see step 5)*	*CTP% is percent of electricity used by CTP in that month (as a share of total kWh)*
Rialto is responsible for the kWh attributable to lifting CR3 Water (using the non-peak rates) to pipeline pressure	*Rialto% (see step 5)*	*Represents percent of electricity used that month (as a share of the total kWh) to lift water to the surface at CR3 to pipeline pressure*
County/Emhart are responsible for incremental lifting costs at CR3 at non-peak rates (which due to pumping into a reservoir rather than to pipeline pressure should be a credit)	*Balance (may be negative)*	*The amount of non-peak kWh charges remaining to be paid once CTP% and Rialto% are paid (non-peak charges)*
Peak kWh Usage Charges (charges above mid-peak rates)		
County/Emhart are responsbile for the peak kWh (above mid-peak rates) attributable to the CTP	*CTP% (see step 5)*	*CTP% is percent of electricity used by CTP in that month (as a share of total kWh)*
Rialto not responsible for costs above mid-peak	*Zero percent*	
County/Emhart responsible for incremental lifting costs at CR3 (due to charges above mid-peak)	*Balance of Peak kWh usage charges*	*Peak charges remaining after CTP% is paid represent peak charges of lifting water at CR3*
Charges Based on kW of equipment onsite (size of equipment at site)		
County/Emhart are responsible for electrical delivery charges for the electrical equipment associated with the CTP	*CTP% (see step 5)*	*Percent of power used by CTP is a proxy for delivery charges*
Rialto is responsible for electrical delivery charges for the CR3 pump	*Balance*	*The amount of charges based on kW of equipment onsite remaining to be paid once CTP% is paid*

	A	B	C	D	E	F	G	H	I
62	**SPREADSHEET ALLOCATION OF CR-3/CTP Energy Costs**								
63	**CR-3/CTP Energy Costs (populate automatically from Step 4 above)**					**CTP Operation (based on reservior test) (County/Emhart pay)**	**Baseline Lifting Costs (based on pipeline pressure test) (Rialto pays)**	**Incremental Lifting Costs (County/Emhart pay)**	***Notes***
64	**Source**	**DELIVERY CHARGES**	**kW**	**Rate**	**Charge**	=C43	=C38		*Does not add to 100% becauase pumping to reservoir is more efficient*
65	SCE Bill	Facilites rel Demand	=C28	=D28	=D64*C64	=E64*F63	=E64-F64	=E64-(F64+G64)	*Allocate to treatment plant and Rialto only*
66			**kWh**	**Rate**					
67	SCE Bill	On Peak	=C15	=D15	=D66*C66	=E66*F$63	=E66*G$63	=E66-G66-F66	*Standard Split*
68	SCE Bill	Mid Peak	=C16	=D16	=D67*C67	=E67*F$63	=E67*G$63	=E67-G67-F67	*Standard Split*
69	SCE Bill	Off Peak	=C17	=D17	=D68*C68	=E68*F$63	=E68*G$63	=E68-G68-F68	*Standard Split*
70	SCE Bill	On Peak	=C18	=D18	=D69*C69	=E69*F$63	=E69*G$63	=E69-G69-F69	*Standard Split*
71	SCE Bill	Mid Peak	=C19	=D19	=D70*C70	=E70*F$63	=E70*G$63	=E70-G70-F70	*Standard Split*
72	SCE Bill	DWR BOND	=C20	=$D$21	=D71*C71	=E71*F$63	=E71*G$63	=E71-G71-F71	*Standard Split*
73	SCE Bill	Customer Charge		=$D$22	=D72	=E72*F$63	=E72*G$63	=E72-G72-F72	*Standard Split*
74	SCE Bill	Power factor Adj		=$D$23	=D73	=E73*F$63	=E73*G$63	=E73-G73-F73	*Standard Split*
75		**GENERATION CHARGES**							
76		**SERVICE DEMAND**	**kW**	**Rate**					
77	SCE Bill	On Peak	=C29	=D29	=D76*C76*(D33)	=E76*F$63	$0	=E76-F76	*No peak charges to Rialto*
81		**ENERGY DEMAND CHARGES**	**kWh**	**Rate**					
82	SCE Bill	Peak kWh at peak rate (from SCE bill)	=C15	=E15	=D81*C81				
83	Calculation	Peak kWh at mid-peak rate (breakdown of SCE Bill Value)	=C15	=E16	=D82*C82	=E82*F$63	=E82*G$63	=E82-G82-F82	*Standard Split*
84	Calculation	Peak costs chageable to remedy (both CR-3 lifting and treatment plant)	=C82	=D81-D82	=D83*C83	=E83*F$63	$0.00	=E83-F83	*Allocate to combined remedy -- none to Rialto*
85	SCE Bill	Off Peak	=C16	=E16	=C84*D84	=E84*F$63	=E84*G$63	=E84-G84-F84	*Standard Split*
86	SCE Bill	Super Off Peak	=C17	=E17	=C85*D85	=E85*F$63	=E85*G$63	=E85-G85-F85	*Standard Split*
87	SCE Bill	Off Peak	=C18	=E18	=C86*D86	=E86*F$63	=E86*G$63	=E86-G86-F86	*Standard Split*
88	SCE Bill	Super Off Peak	=C19	=E19	=C87*D87	=E87*F$63	=E87*G$63	=E87-G87-F87	*Standard Split*
89									
90		**OTHER**	**kWh**	**Rate**					
91	SCE Bill	Taxes	=C20	=D24	=C90*D90	=E90*F$63	=E90*G$63	=E90-G90-F90	*Standard Split*
92	SCE Bill	Energy Credit	=C20	=D25	=C91*D91	=E91*F$63	=E91*G$63	=E91-G91-F91	*Standard Split*
93	**TOTAL**				**=SUM(E64:E90)-E81+E91**	**=SUM(F64:F91)**	**=SUM(G64:G91)**	**=SUM(H64:H91)**	
94					**=E92/$E92**	**=F92/E92**	**=G92/E92**	**=H92/E92**	

Table H-2

Reconciliation of Paid and Projected Combined Remedies Energy Costs (Example)

Table H-2
Reconciliation of Paid and Projected Combined Remedies Energy Costs
(Example)

Step 1: Input monthly water production (acre feet) for each well (from Operator/Rialto water flow meter readings)

Production Well	October	November	December	January	February	March	April	May	June	July	August	September	Total (AF)	*$ Per AF*	*Total Cost of Pumping Water (by well)*	*Source of $ per AF value*	*Initial Payee*
CR-3	102	102	102	102	102	101	101	100	100	100	100	100	1212	*$101*	*$122,324*	*Exhibit H*	*Rialto*
Miro 2	0	0	0	0	0	0	0	15	15	15	15	15	75	*$105*	*$7,875*	*From County*	*County*
Miro 3	0	0	0	0	0	0	0	100	100	100	100	100	500	*$105*	*$52,500*	*From County*	*County*
EW-1	220	220	220	220	220	220	220	220	220	220	220	220	2640	*$150*	*$396,000*	*From Emhart*	*Emhart*
Total	322	322	322	322	322	321	321	435	435	435	435	435	4427				

Step 2: Input monthly water delivery (acre feet) to Rialto and Colton (from Operator/Rialto water flow meter readings)

	October	November	December	January	February	March	April	May	June	July	August	September	Total (AF)
Delivery to Rialto	56	56	56	56	56	55	55	240	240	240	240	240	1590
Delivery to Colton	266	266	266	266	266	266	266	195	195	195	195	195	2837
Total	322	322	322	322	322	321	321	435	435	435	435	435	4427

Blue Italic Text means that delivery to Cities does not match output from CTP

Step 3: Monthly allocation of CR-3 Lifting Costs and Combined Treatment Plant Energy Costs (from Exhibit H-1 output)

	October	November	December	January	February	March	April	May	June	July	August	September	Total ($)	Per AF
Rialto base lifting costs (CR-3)	$8,050	$8,050	$8,050	$8,050	$8,050	$8,050	$8,050	$8,050	$8,050	$8,050	$8,050	$8,050	$96,605	$80
Remedy-driven incremental lifting costs (CR-3)	$2,143	$2,143	$2,143	$2,143	$2,143	$2,143	$2,143	$2,143	$2,143	$2,143	$2,143	$2,143	$25,719	$21
CTP energy costs	$6,329	$6,329	$6,329	$6,329	$6,329	$6,329	$6,329	$6,329	$6,329	$6,329	$6,329	$6,329	$75,948	$17

EXAMPLE

Red value for AF cost of Incremental CR-3 means no CR-3 lifting occurred so value should be entered manually.

Step 4: Input Pumping at County Wells Required By EPA Remedy Delivered to Colton (%) (based County/Emhart IA)

CR-3	0%
Miro-2	0%
Miro-3	0%

Step 5: Input Lifing Costs ($/AF)

Lifting Cost		Notes	
Colton's Baseline Lifting Cost	$125	*Exhibit G (should not change too often)*	*This is made up for this example.*
Rialto's Baseline Lifting Cost (CR-3)	$80	*Calculated in Step 3*	*This is made up for this example.*
Actual Miro-2 Lifting Cost	$105	*County to provide annual averages.*	*Not important unless Emhart is using part of Miro wells for its remedy.*
Actual Miro-3 Lifting Cost	$105		
Actual EW-1 Lifting Cost	$150	*Emhart to provide annual averages*	*This is made up for this example.*

Step 6: Input allocation of Regional Board Remedy-Driven Icremental Lifting Costs (CR-3) (from County/Emhart IA)

County Share of Regional Board Remedy CR-3 Pumping	80%
Emhart Share of Regional Board Remedy CR-3 Pumping	20%

EXAMPLE

TABLE 1: ANNUALIZED WATER ALLOCATION										***Notes***
	EW1 (AF)	**CR-3 (AF)**	**Miro 2 (AF)**	**Miro 3 (AF)**	**Total (AF)**	**For Colton (AF)**	**Percent to Colton**	**For Rialto (AF)**	**Percent to Rialto**	
Pumping for Emhart Remedy	2640	0	0	0	2640	2640	100%	0	0%	*Colton gets all water pumped for Emhart remedy on an annual basis*
Pumping for County Remedy	0	1212	75	500	1787	197	11%	1590	89%	*Colton gets from County the delta between water delivered Colton minus what Emhart pumped that water year. Rialto gets all water not delivered to Colton.*
Total	2640	1212	75	500	4427	2837	64%	1590	36%	

TABLE 2: CALCULATION OF LIFTING COST ALLOCATION (excludes electrical from Treatment Plant, addressed separately below)									
Description	**Cash flow**	**AF**	**Base Cost**	**Total Cost**	***Cost note***	**To Rialto**	**To County**	**To Emhart**	**to Colton**
Total Emhart Remedy Pumping (delivered to Colton)	Colton pays Emhart	2640	$125	$330,000	*Colton Base Lifting Costs*			$330,000	($330,000)
Total County Remedy Pumping that was Delivered to Colton	Colton pays County	197	$125	$24,625			$24,625		($24,625)
County Remedy Pumping at CR-3 that was Delivered to Colton	County pays Rialto	134	$80	$10,650	*From Exhibit H -- Rialto Base CR-3 Lifting Costs (annual average)*	$10,650	($10,650)		
Emhart Remedy Pumping at CR-3 that was delievered to Colton	Emhart pays Rialto	0	$101	$0		$0		$0	
County Remedy Pumping at Miro 2 and Miro 3 that was delivered to Rialto	Rialto Pays County	512	$80	$40,779		($40,779)	$40,779		
County share of Regional Board Remedy-driven Incremental Lifting Costs (CR-3)	County pays Rialto	1212	$17	$20,575	*80% of Remedy-driven incremental (per County/Emhart Agreement; Exhibit H)*	$20,575	($20,575)		
Emhart Share of Regional Boad Remedy-driven Incremental Lifting Costs (CR-3)	Emhart pays Rialto	1212	$4	$5,144	*20% of Remedy-driven incremental (per County/Emhart Agreement; Exhibit H)*	$5,144		($5,144)	
Emhart Remedy Pumping at Miro 2 and Miro 3 (delivered to Colton)	Emhart to County	0	$105	$0	*Actual lifting costs at Miro 2/3 (County to provide if needed)*		$0	$0	

EXAMPLE

TABLE 3: ALLOCATION OF TREATMENT PLANT ELECTRICAL COSTS			
	Percent	Annual Amount	*Notes*
County Share of CTP Energy Costs	35%	$26,499	*Per County Emhart Allocation Agreement (County share is 80% of CR-3 flow+ 100% of Miro 2 and Miro 3) (first 2 years)*
Emhart Share of CTP Energy Costs	65%	$49,449	*Per County Emhart Allocation Agreement (Emhart share is 20% of CR-3 flow plus 100% of EW1 Share)(first 2 years)*
Total		$75,948	

TABLE 4: COMBINED REMEDY SHARE OF ELECTRICAL AT CR-3 METER (CR-3 INCREMENTAL PLUS CTP)			
	To Rialto	County Share	Emhart Share
Remedy-drive Incremental lifting at CR-3	$25,719	$20,575	$5,144
CTP energy costs	$75,948	$26,499	$49,449
Total	$101,666	$47,073	$54,593

TABLE 5: END OF YEAR WATER SUMMARY (Annual Total Based on Water and Treatment Plant Use)				
	To Rialto	**To Emhart**	**To County**	***Notes***
County Owes	$57,723	NA	NA	*County pays to Rialto its share of CTP Energy, its share of remedy-driven incremental at CR-3, and for CR-3 water delivered to Colton*
Colton Owes	NA	$330,000	$24,625	*Colton pays its base lifting costs * AF of water received (to Emhart or County)*
Rialto Owes	NA	NA	$40,779	*Rialto pays its lifting costs for water it receives from Miro 2 and Miro 3*
Emhart Owes	$54,593	NA	$0	*Emhart pays to Rialto, its share of CTP Energy, its share of remedy-driven incremental at CR-3, its share of CR-3 pumped for Emhart remedy; Emhart pays to County for Miro 2 and Miro 3 water Emhart delivers to Colton (if any)*

EXAMPLE

Step 7: Annual Energy Cost Reconciliation

	Previous Water Year Payments				Reconciliation and Estimated Next Water Year Payments			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total Previous Water Year Payments	Actual Allocated Cost	Balance Due	Estimated Quarterly Payments for Next Water Year
County to Rialto	$9,500	$9,500	$9,500	$9,500	$38,000	$16,944	($21,056)	$4,236
Colton to Emhart	$84,200	$84,200	$84,200	$84,200	$336,800	$330,000	($6,800)	$82,500
Colton to County	$4,200	$4,200	$4,200	$4,200	$16,800	$24,625	$7,825	$6,156
Emhart to Rialto	$29,000	$29,000	$29,000	$29,000	$116,000	$54,593	($61,407)	$13,648
Emhart to County	$0	$0	$0	$0	$0	$0	$0	$0
Explanatory Notes						*Use this Column to determine Annual Payments for next Water Year*	*Negative value means payee writes a check to payor. Can handle as credit on first quarterly payment*	*Current Year Actual divided by 4*

EXAMPLE

Table H-2

Reconciliation of Paid and Projected Combined Remedies Energy Costs (Excel Spreadsheet Formulas)

Table H-2
Reconciliation of Paid and Projected Combined Remedies Energy Costs
(Excel Spreadsheet Formulas)

Step 1: Input monthly water production (acre feet) for each well (from Operator/Rialto water flow meter readings)

Production Well	October	November	December	January	February	March	April	May	June	July	August	September	Total (AF)	*$ Per AF*	*Total Cost of Pumping Water (by well)*	*Source of $ per AF value*	*Initial Payee*
CR-3													=SUM(B7:M7)	*=O23+O22*	*=O7*N7*	*Exhibit H*	*Rialto*
Miro 2													=SUM(B8:M8)	*=B35*	*=O8*N8*	*From County*	*County*
Miro 3													=SUM(B9:M9)	*=B36*	*=O9*N9*	*From County*	*County*
EW-1													=SUM(B10:M10)	*=B37*	*=O10*N10*	*From Emhart*	*Emhart*
Total	=SUM(B7:B10)	=SUM(C7:C10)	=SUM(D7:D10)	=SUM(E7:E10)	=SUM(F7:F10)	=SUM(G7:G10)	=SUM(H7:H10)	=SUM(I7:I10)	=SUM(J7:J10)	=SUM(K7:K10)	=SUM(L7:L10)	=SUM(M7:M10)	=SUM(N7:N10)				

Step 2: Input monthly water delivery (acre feet) to Rialto and Colton (from Operator/Rialto water flow meter readings)

	October	November	December	January	February	March	April	May	June	July	August	September	Total (AF)
Delivery to Rialto													=SUM(B15:M15)
Delivery to Colton													=SUM(B16:M16)
Total	=SUM(B15:B16)	=SUM(C15:C16)	=SUM(D15:D16)	=SUM(E15:E16)	=SUM(F15:F16)	=SUM(G15:G16)	=SUM(H15:H16)	=SUM(I15:I16)	=SUM(J15:J16)	=SUM(K15:K16)	=SUM(L15:L16)	=SUM(M15:M16)	=SUM(N15:N16)

Blue Italic Text means that delivery to Cities does not match output from CTP

Step 3: Monthly allocation of CR-3 Lifting Costs and Combined Treatment Plant Energy Costs (from Exhibit H-1 output)

	October	November	December	January	February	March	April	May	June	July	August	September	Total ($)	Per AF
Rialto base lifting costs (CR-3)	='Table H-1 OCT'!$G$92	='Table H-1 NOV'!$G$92	='Table H-1 DEC'!$G$92	='Table H-1 JAN'!$G$92	='Table H-1 FEB'!$G$92	='Table H-1 MAR'!$G$92	='Table H-1 APR'!$G$92	='Table H-1 MAY'!$G$92	='Table H-1 JUN'!$G$92	='Table H-1 JUL'!$G$92	='Table H-1 AUG'!$G$92	='Table H-1 SEP'!$G$92	=SUM(B22:M22)	=IF(N7'=0,O8, N22/N7)
Remedy-driven incremental lifting costs (CR-3)	='Table H-1 OCT'!$H$92	='Table H-1 NOV'!$H$92	='Table H-1 DEC'!$H$92	='Table H-1 JAN'!$H$92	='Table H-1 FEB'!$H$92	='Table H-1 MAR'!$H$92	='Table H-1 APR'!$H$92	='Table H-1 MAY'!$H$92	='Table H-1 JUN'!$H$92	='Table H-1 JUL'!$H$92	='Table H-1 AUG'!$H$92	='Table H-1 SEP'!$H$92	=SUM(B23:M23)	=IF(N7'=0,0,N23/N7)
CTP energy costs	='Table H-1 OCT'!$F$92	='Table H-1 NOV'!$F$92	='Table H-1 DEC'!$F$92	='Table H-1 JAN'!$F$92	='Table H-1 FEB'!$F$92	='Table H-1 MAR'!$F$92	='Table H-1 APR'!$F$92	='Table H-1 MAY'!$F$92	='Table H-1 JUN'!$F$92	='Table H-1 JUL'!$F$92	='Table H-1 AUG'!$F$92	='Table H-1 SEP'!$F$92	=SUM(B24:M24)	=N24/N11

Red value for AF cost of Incremental CR-3 means no CR-3 lifting occurred so value should be entered manually.

	A	B	C	D	E	F	G	H
26	**Step 4: Input Pumping at County Wells Required By EPA Remedy Delivered to Colton (%) (based County/Emhart IA)**							
27	CR-3							
28	Miro-2							
29	Miro-3							
30								
31	**Step 5: Input Lifing Costs ($/AF)**							
32	**Lifting Cost**		**Notes**					
33	Colton's Baseline Lifting Cost		*Exhibit G (should not change too often)*	*This is made up for this example.*				
34	Rialto's Baseline Lifting Cost (CR-3)	=O22	*Calculated in Step 3*	*This is made up for this example.*				
35	Actual Miro-2 Lifting Cost		*County to provide annual averages.*	*Not important unless Emhart is using part of Miro wells for its remedy.*				
36	Actual Miro-3 Lifting Cost							
37	Actual EW-1 Lifting Cost		*Emhart to provide annual averages*	*This is made up for this example.*				
38								
39	**Step 6: Input allocation of Regional Board Remedy-Driven Icremental Lifting Costs (CR-3) (from County/Emhart IA)**							
40	County Share of Regional Board Remedy CR-3 Pumping							
41	Emhart Share of Regional Board Remedy CR-3 Pumping	=1-B40						

TABLE 1: ANNUALIZED WATER ALLOCATION

	EW1 (AF)	CR-3 (AF)	Miro 2 (AF)	Miro 3 (AF)	Total (AF)	For Colton (AF)	Percent to Colton	For Rialto (AF)	Percent to Rialto	***Notes***
Pumping for Emhart Remedy	=N10	=N7*B27	=N8*B28	=N9*B29	=SUM(B44:E44)	=F44	=G44/F44	0	=I44/H44	*Colton gets all water pumped for Emhart remedy on an annual basis*
Pumping for County Remedy	0	=N7-C44	=N8-D44	=N9-E44	=SUM(B45:E45)	=N16-G44	=G45/F45	=F45-G45	=I45/F45	*Colton gets from County the delta between water delivered Colton minus what Emhart pumped that water year. Rialto gets all water not delivered to Colton.*
Total	=SUM(B44:B45)	=SUM(C44:C45)	=SUM(D44:D45)	=SUM(E44:E45)	=SUM(F44:F45)	=SUM(G44:G45)	=G46/F46	=SUM(I44:I45)	=I46/F46	

TABLE 2: CALCULATION OF LIFTING COST ALLOCATION (excludes electrical from Treatment Plant, addressed separately below)

Description	Cash flow	AF	Base Cost	Total Cost	***Cost note***	To Rialto	To County	To Emhart	to Colton
Total Emhart Remedy Pumping (delivered to Colton)	Colton pays Emhart	=F44	=$B$33	=D50*C50	*Colton Base Lifting Costs*			=E50	=0-E50
Total County Remedy Pumping that was Delivered to Colton	Colton pays County	=G45	=$B$33	=D51*C51			=E51		=0-E51
County Remedy Pumping at CR-3 that was Delivered to Colton	County pays Rialto	=C45*H45	=$O$22	=D52*C52	*From Exhibit H -- Rialto Base CR-3 Lifting Costs (annual average)*	=E52	=0-E52		
Emhart Remedy Pumping at CR-3 that was delievered to Colton	Emhart pays Rialto	=C44	=$O$22+$O$23	=D53*C53		=E53		=0-E53	
County Remedy Pumping at Miro 2 and Miro 3 that was delivered to Rialto	Rialto Pays County	=(D45+E45)*(1-H45)	=$O$22	=D54*C54		=0-E54	=E54		
County share of Regional Board Remedy-driven Incremental Lifting Costs (CR-3)	County pays Rialto	=C45	=O23*B40	=D55*C55	*80% of Remedy-driven incremental (per County/Emhart Agreement; Exhibit H)*	=E55	=0-E55		
Emhart Share of Regional Boad Remedy-driven Incremental Lifting Costs (CR-3)	Emhart pays Rialto	=C45	=O23*B41	=D56*C56	*20% of Remedy-driven incremental (per County/Emhart Agreement; Exhibit H)*	=E56		=0-E56	
Emhart Remedy Pumping at Miro 2 and Miro 3 (delivered to Colton)	Emhart to County	=D44+E44	=B35	=D57*C57	*Actual lifting costs at Miro 2/3 (County to provide if needed)*		=E57	=0-E57	

TABLE 3: ALLOCATION OF TREATMENT PLANT ELECTRICAL COSTS

	Percent	Annual Amount	*Notes*
County Share of CTP Energy Costs	=(B40*C45+D45+E45)/F46	=B61*N$24	*Per County Emhart Allocation Agreement (County share is 80% of CR-3 flow+ 100% of Miro 2 and Miro 3) (first 2 years)*
Emhart Share of CTP Energy Costs	=1-B61	=B62*N$24	*Per County Emhart Allocation Agreement (Emhart share is 20% of CR-3 flow plus 100% of EW1 Share)(first 2 years)*
Total		=SUM(C61:C62)	

TABLE 4: COMBINED REMEDY SHARE OF ELECTRICAL AT CR-3 METER (CR-3 INCREMENTAL PLUS CTP)

	To Rialto	County Share	Emhart Share
Remedy-drive Incremental lifting at CR-3	=SUM(N23)	=H61*B40	=H61*B41
CTP energy costs	=C63	=C61	=C62
Total	=SUM(H61:H62)	=SUM(I61:I62)	=SUM(J61:J62)

TABLE 5: END OF YEAR WATER SUMMARY (Annual Total Based on Water and Treatment Plant Use)

	To Rialto	**To Emhart**	**To County**	***Notes***
County Owes	=H52+H55+C61	NA	NA	*County pays to Rialto its share of CTP Energy, its share of remedy-driven incremental at CR-3, and for CR-3 water delivered to Colton*
Colton Owes	NA	=J50	=I51	*Colton pays its base lifting costs * AF of water received (to Emhart or County)*
Rialto Owes	NA	NA	=I54	*Rialto pays its lifting costs for water it receives from Miro 2 and Miro 3*
Emhart Owes	=C62+H56+H53	NA	=I57	*Emhart pays to Rialto, its share of CTP Energy, its share of remedy-driven incremental at CR-3, its share of CR-3 pumped for Emhart remedy; Emhart pays to County for Miro 2 and Miro 3 water Emhart delivers to Colton (if any)*

	A	B	C	D	E	F	G	H	I
74	**Step 7: Annual Energy Cost Reconciliation**								
75		Previous Water Year Payments				Reconciliation and Estimated Next Water Year Payments			
76		First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total Previous Water Year Payments	Actual Allocated Cost	Balance Due	Estimated Quarterly Payments for Next Water Year
77	County to Rialto					=SUM(B77:E77)	=B69-D71	=G77-F77	=G77/4
78	Colton to Emhart					=SUM(B78:E78)	=J50	=G78-F78	=G78/4
79	Colton to County					=SUM(B79:E79)	=I51	=G79-F79	=G79/4
80	Emhart to Rialto					=SUM(B80:E80)	=B72	=G80-F80	=G80/4
81	Emhart to County					=SUM(B81:E81)	=D72	=G81-F81	=G81/4
82	*Explanatory Notes*						*Use this Column to determine Annual Payments for next Water Year*	*Negative value means payee writes a check to payor. Can handle as credit on first quarterly payment*	*Current Year Actual divided by 4*

Exhibit I

Water Management Plan
(Example)

EXHIBIT I - COMBINED REMEDIES ANNUAL WATER MANAGEMENT PLAN

Step 1: Input Planned Combined Remedies Output

PLANNED COMBINED REMEDIES OUTPUT									
Month	Emhart Pumping[1 2]			County Pumping[2 3]				Combined Remedies Total	
Winter Months	EW-1 (gpm)	Possible EW-2 (gpm)	Emhart Total (AF)[3]	RIALTO-3 (gpm)	Miro-2 (gpm)	Miro-3 (gpm)	County Total (AF)	(gpm)	(AF)
October	1635		220	800			108	2435	328
November	1635		220	800			108	2435	328
December	1635		220	800			108	2435	328
January	1635		220	800			108	2435	328
February	1635		220	800			108	2435	328
March	1635		220	800			108	2435	328
April	1635		220	800			108	2435	328
Summer Months									
May	1635		220	1540			207	3175	427
June	1635		220	1540			207	3175	427
July	1635		220	1540			207	3175	427
August	1635		220	1540			207	3175	427
September	1635		220	1530			206	3165	426
Annual Total			**2639**				**1788**		**4427**
Annual Average	**1635**		**220**	**1108**			**149**	**2743**	**369**
								Red Box means that treatment plant production exceeds ability to deliver water to Colton	*Red Box means that treatment plant production exceeds available water rights*

EXAMPLE

Notes

1 *Emhart pumping not to exceed "Current Rights Available to Emhart" identified below.*

2 *Emhart pumping may in the future include a portion of other extraction wells, such as Rialto-3. In that instance, table can be modified as appropriate.*

3 *County pumping not to exceed "Current Rights Available to County" identified below.*

4 *County pumping may in the future include other wells. In that instance, table can be modified as appropriate.*

5 *1 gpm = 0.134506281 Acre Feet per Month*

Step 2: Input Available Water Rights

AVAILABLE RIALTO AND COLTON WATER RIGHTS (AF)							
City	Rights per 1961 Decree	Current Required % Reduction per 1961 Decree (cannot be greater than 50%)	Current Rights Per 1961 Decree (AF)	Rialto Rights Unavailable to Rialto due to Standby Agreement	Current Rights Available to Emhart (AF) [Accounting for 200 AF agreement between Colton and County]	Current Rights Available to County (AF)	Combined Remedy Rights Available for Treatment Plant (AF)
Rialto	4366	27%	3187	1600	0	1587	1587
Colton	3900	27%	2847	NA	2647	200	2847
Total	8266		6034		2647	1787	4434

Step 3: Input Colton Monthly Minimum Needs and Maximum Capacity to Accept Water from the Combined Remedies

COLTON WATER BUDGET (AF)			
Month	Minimum Water Needs	Maximum Capacity of Colton to Accept Water	
October	115	300	*Text is red if value exceeds water delivery capacity to Colton*
November	115	300	
December	115	300	
January	115	300	
February	115	300	
March	115	300	
April	115	300	
May	196	400	
June	196	400	
July	196	400	
August	196	400	
September	196	400	
TOTAL*	1785	*Box is red if minimum water needs exceed Colton Water Rights*	

** Not to exceed Colton Water Rights*

Step 4: Input Monthly Maximum Operational Flow Rate for Delivery of Water to Rialto and Colton

	Maximum Operational Flow Rate (gpm)	Maximum Volume of Water Deliverable to Colton (AF)	Upper Limit for Delivery of Water to Colton* (AF)	
Octboer	2040	274	274	*Text is red if maximum volume of water deliverable to Colton is less than Colton minimum water needs*
November	2040	274	274	
December	2040	274	274	
January	2040	274	274	
February	2040	274	274	
March	2040	274	274	
April	2040	274	274	
May	2040	274	274	
June	2040	274	274	
July	2040	274	274	
August	2040	274	274	
September	2040	274	274	
Total	2040	3293		

** Lesser of Maximum Capacity of Colton to Accept Water (Step 3, Column C) and Maximum Volume of Water Deliverable to Colton (Step 4, Column C)*

Maximum Water Deliverable to Rialto Per Month (AF)	(gpm)	(AF)
	4000	538

EXAMPLE

Step 5: Input Rialto Month-by-Month Minimum Needs

RIALTO WATER BUDGET	
Month	**Minimum Water Needs (AF)**
October	75
November	75
December	75
January	75
February	75
March	75
April	75
May	200
June	200
July	200
August	200
September	200
Total*	1525

Box is red if minimum water needs exceed Rialto Water Rights

** Not to exceed Rialto Water Rights*

Step 6: Parties meet and confer to determine if they can agree upon maximum prioritized delivery of water to Colton in winter months (Table 1) or must revert to default water delivery schedule (Table 2)

For Table 1

Calculation of Maximum Monthly Delivery to Colton in Winter (to ensure Colton can receive its minimum needs in the summer)

Colton Water Rights	Minimum Summer Needs (sum of minimum for each summer month)	Water Rights Available in Winter Months (rights minus summer minimum needs)	Maximum Monthly Delivery to Colton in Winter to Preserve Rights for Summer (available winter rights/7)*
2847	980	1867	267

Calculation of Water Pumped for Colton for County Remedy

What County Pumped	Annual Delivery Capacity Available to County for Initial 200 AF	Rialto Water Rights	Amount Rialto can Pump from other wells (before any adjustments)	Water County Pumps for Colton Above 200 AF (per Water Year)
1788	200	1587	0	0

** Purple Box indicates value exceeds capacity tp deliver water to Colton*

Calculation of Water to Colton in the Summer Months

What Emhart Pumped (all for Colton) (AF per water year)	What County Pumped for Colton (AF per water year)	Total to Colton (AF per water year)	Total Water to Colton in Summer Months (AF)	Monthly Total to Colton in Summer Months (AF per month) (assuming Rialto rights utilized as much as possible for County Remedy)	Maximum Potential Water to Colton in Summer (assuming Colton uses all its water rights available after subtracting winter use)
2639	200	2839	1072	214	216
(From production values above)	*(From table above)*	*(Emhart delivery plus County delivery)*	*(Annual total AF to Colton minus water to Colton in winter)*	*If cell is green, delivery to Colton will be limited by delivery capacity*	*Used to calculate potential shift of water to Colton in summer to meet minimum Colton needs (which in turn allows Rialto to produce more from its other wells). Green indicates potential delivery limited by delivery capacity to Colton.*

EXAMPLE

Table 1 - Maximum Prioritized Delivery of Water to Colton in Winter Months						
Month	**Planned Combined Remedies Output (AF)**	**Planned Delivery to Rialto (AF)**	**Remaining Rialto Water Rights (AF)**	**Planned Delivery to Colton (AF)**	**Remaining Colton Water Rights (AF)**	**If Planned Delivery to Colton (Column E) is less than Colton's minimum water needs in a given month, and Colton has additional available water rights, the Parties may manually increase the Planned Delivery to Colton by inputting the amount of Colton Water Rights to be preferentially used by the County (per Paragraph VI. B. 2. a. ix.) (AF)**
Start (Total Water Rights)			1587		2847	
October	328	75	1512	253	2594	0
November	328	75	1437	253	2342	0
December	328	75	1362	253	2089	0
January	328	75	1287	253	1837	0
February	328	75	1212	253	1584	0
March	328	75	1137	253	1332	0
April	328	75	1062	253	1079	0
May	427	213	849	214	865	0
June	427	213	637	214	651	0
July	427	213	424	214	436	0
August	427	213	211	214	222	0
September	426	211	0	214	8	0
Total Water Delivered	**4427**	**1587**		**2839**		
Unused Water Rights for Water Year			**0**		**8**	0
	Box is Red if CTP produces more than capacity to deliver water to Colton.	*Red Box means CTP output does not match water provided to Rialto and Colton. Blue Box means delivery is less than minimum monthly need. Green Box means that production plus other water rights meets minimum monthly needs in summer.*	*Red Box means delivery exceeds water rights.*	*Red Box means CTP output does not match water provided to Rialto and Colton. Blue Box means delivery is less than minimum monthly need. Yellow text means that delivery to Colton limited by delivery capacity to Colton. Purple text means some CTP Output shifted to Colton from Rialto.*	*Red Box means delivery exceeds water rights*	*Red Box Means Value Causes water to Colton to exceed delivery capacity to Colton*

EXAMPLE

Under the "Maximum Prioritized Delivery" schedule:

In each Winter Month:

1 *Colton receives the lesser of (1) a value equal to 1/7th of the Colton Water Rights minus the total summer minimum water needs (2)the monthly treatment plant output minus the lesser of (Rialto minimum monthly needs and the amount pumped for the County*

2 *Rialto receives all water that is not delivered to Colton. The Colton delivery calculation ensures that Rialto receives at least its minimum needs, provided that such volume does not exceed the volume of water pumped by the County in that month*

In each Summer Month:

1 *Colton receives the lesser of (1) a value equal to 1/5th of the total to be pumped for Colton in that water year less the amount pumped in the winter months (2) the monthly maximum capacity to deliver water to Colton and (3) Colton's maximum capacity to accept water*

2 *Rialto receives all water that is not delivered to Colton.*

If remaining water rights are less than zero, County/Emhart will need to evaluate changes to production rates or alternative sources of water.

Table 2 - Default Water Delivery Schedule								
Month	**Planned Combined Remedies Output (AF)**	**Colton 200 AF Pumped for County Remedy Delivered to Colton (AF)**	**Planned Delivery to Rialto (AF)**	**Remaining Rialto Water Rights (AF)**	**Planned Delivery to Colton (AF) for Emhart**	**Planned Delivery to Colton (AF) for Combined Remedy**	**Remaining Colton Water Rights (AF)**	**Surplus Available to County to Pump for Colton (AF)**
Start (Total Water Rights)				1587			2847	
October	328	28.6	79	1508	220	248	2599	
November	328	28.6	79	1429	220	248	2350	
December	328	28.6	79	1350	220	248	2102	
January	328	28.6	79	1271	220	248	1853	
February	328	28.6	79	1192	220	248	1605	
March	328	28.6	79	1113	220	248	1356	
April	328	28.6	79	1034	220	248	1108	
May	427	0	207	827	220	220	888	
June	427	0	207	620	220	220	668	8
July	427	0	207	413	220	220	448	8
August	427	0	207	205	220	220	228	8
September	426	0	206	0	220	220	8	8
Total Water Delivered	**4427**	**200**	**1588**		**2639**	**2839**		
Unused Water Rights for Water Year				**0**			**8**	
	Red Box indicates mismatch between CTP output and delivery to cities.	*Delivery is reduced if capacity to deliver water to Colton is not sufficient to deliver 200 AF to Colton.*	*Blue Box means delivery is less than minimum monthly need.*	*Red Box means delivery exceeds water rights.*	*Blue Box means delivery is less than minimum monthly need. Green text means that delivery to Colton limited by delivery capacity.*	*Blue Box means delivery is less than minimum monthly need. Green text means that delivery to Colton limited by delivery capacity.*	*Red Box means delivery exceeds water rights.*	

EXAMPLE

Under the "Default Delivery" schedule:

Rialto receives all water pumped by County (except for 200 AF that the County may pump for Colton and Colton receives all water pumped by Emhart plus the 200 AF that the County may pump for Colton. The Colton 200 AF from the County is divided equally among the Winter Months.

If remaining water rights are less than zero, County/Emhart will need to evaluate changes to production rates or alternative sources of water.

Step 7: Parties shall make any necessary modifications to the WMP as required by the limitations of Paragraph VI.B.2.a of the Four Party Implementation Agreement

Instructions

1. County and Emhart provide data for yellow boxes in rows 9 to 21

2. Rialto and Colton provide anticipated percent reductions for yellow boxes on rows 36 and 37

3. Colton provides its minimum needs and maximum capacity to receive water by month (yellow boxes on rows 44 to 55)

4. Colton and Rialto identify capacity values for yellow cells on rows 61 and 72, 75 (likely no change year to year)

5. Rialto provide its minimum needs by month (rows 82 to 93)

6. County and Emhart adjust anticipated treatment plant output (yellow cells on rows 9 to 21) to ensure minimum needs are met and water rights not exceeded (based on data provided by cities). Check

7. Each month, update yellow cells using actual production and delivery data (rows 9 to 21 and 82 to 93). Adjust future months as appropriate.

8. After trigger measurements reported in June, parties adjust data to reflect deliveries and pumping to date (for that water year) and curtailment. Parties make other adjustments as needed to pumping pattern to ensure pumping does not exceed water rights.

9. If Colton has extra water rights, it can request additional deliveries up to production of treatment plant, provided that Rialto is able to increase its production at other wells to accommodate a reduced

10. After trigger measurement, County can request use of additional Colton water rights (subject to delivery capacity restraints) or Colton can utilize those rights at its other wells.

11. Rialto can produce from its other wells an amount equal to its excess rights, following reporting of the curtailment, if such rights are not needed for the County Remedy.

Some things to Check:

1. Does minimum need of each city fall within its water rights?

2. Is each city getting its minimum needs met?

3. Can an adjustments to seasonal pumping fix a problem with 2?

4. If capacity to deliver water to Colton is limited, can water be wheeled to Colton in another way?

5. If production exceeds water rights, will need to reduce pumping from treatment plant unless Emhart or County can get additional water rights.

EXAMPLE

Exhibit I

Water Management Plan
(Excel Spreadsheet Formulas)

EXHIBIT I - COMBINED REMEDIES ANNUAL WATER MANAGEMENT PLAN

Step 1: Input Planned Combined Remedies Output

PLANNED COMBINED REMEDIES OUTPUT

Month	Emhart Pumping[1 2]			County Pumping[2 3]				Combined Remedies Total	
	EW-1 (gpm)	Possible EW-2 (gpm)	Emhart Total (AF)[3]	RIALTO-3 (gpm)	Miro-2 (gpm)	Miro-3 (gpm)	County Total (AF)	(gpm)	(AF)
Winter Months									
October			=SUM(B9:C9)*$C$30				=SUM(E9:G9)*$C$30	=SUM(B9:C9,E9:G9)	=D9+H9
November			=SUM(B10:C10)*$C$30				=SUM(E10:G10)*$C$30	=SUM(B10:C10,E10:G10)	=D10+H10
December			=SUM(B11:C11)*$C$30				=SUM(E11:G11)*$C$30	=SUM(B11:C11,E11:G11)	=D11+H11
January			=SUM(B12:C12)*$C$30				=SUM(E12:G12)*$C$30	=SUM(B12:C12,E12:G12)	=D12+H12
February			=SUM(B13:C13)*$C$30				=SUM(E13:G13)*$C$30	=SUM(B13:C13,E13:G13)	=D13+H13
March			=SUM(B14:C14)*$C$30				=SUM(E14:G14)*$C$30	=SUM(B14:C14,E14:G14)	=D14+H14
April			=SUM(B15:C15)*$C$30				=SUM(E15:G15)*$C$30	=SUM(B15:C15,E15:G15)	=D15+H15
Summer Months									
May			=SUM(B17:C17)*$C$30				=SUM(E17:G17)*C$30	=SUM(B17:C17,E17:G17)	=D17+H17
June			=SUM(B18:C18)*$C$30				=SUM(E18:G18)*C$30	=SUM(B18:C18,E18:G18)	=D18+H18
July			=SUM(B19:C19)*$C$30				=SUM(E19:G19)*C$30	=SUM(B19:C19,E19:G19)	=D19+H19
August			=SUM(B20:C20)*$C$30				=SUM(E20:G20)*C$30	=SUM(B20:C20,E20:G20)	=D20+H20
September			=SUM(B21:C21)*$C$30				=SUM(E21:G21)*C$30	=SUM(B21:C21,E21:G21)	=D21+H21
Annual Total			**=SUM(D9:D21)**				**=SUM(H9:H21)**		**=SUM(J9:J21)**
Annual Average	**=AVERAGE(B9:B21)**		**=AVERAGE(D9:D21)**	**=AVERAGE(E9:E21)**			**=AVERAGE(H9:H21)**	**=AVERAGE(I9:I21)**	**=AVERAGE(J9:J21)**

Red Box means that treatment plant production exceeds ability to deliver water to Colton

Red Box means that treatment plant production exceeds available water rights

Notes

1 *Emhart pumping not to exceed "Current Rights Available to Emhart" identified below.*

2 *Emhart pumping may in the future include a portion of other extraction wells, such as Rialto-3. In that instance, table can be modified as appropriate.*

3 *County pumping not to exceed "Current Rights Available to County" identified below.*

4 *County pumping may in the future include other wells. In that instance, table can be modified as appropriate.*

5 *1 gpm = 0.134506281 Acre Feet per Month*

Step 2: Input Available Water Rights

AVAILABLE RIALTO AND COLTON WATER RIGHTS (AF)							
City	Rights per 1961 Decree	Current Required % Reduction per 1961 Decree (cannot be greater than 50%)	Current Rights Per 1961 Decree (AF)	Rialto Rights Unavailable to Rialto due to Standby Agreement	Current Rights Available to Emhart (AF) [Accounting for 200 AF agreement between Colton and County]	Current Rights Available to County (AF)	Combined Remedy Rights Available for Treatment Plant (AF)
Rialto	4366		=B36-4366*C36	1600	0	=D36-E36	=SUM(F36:G36)
Colton	3900		=B37-B37*C37	NA	=D37-200	200	=SUM(F37:G37)
Total	=SUM(B36:B37)		=SUM(D36:D37)		=SUM(F36:F37)	=SUM(G36:G37)	=SUM(F38:G38)

Step 3: Input Colton Monthly Minimum Needs and Maximum Capacity to Accept Water from the Combined Remedies

COLTON WATER BUDGET (AF)			
Month	Minimum Water Needs	Maximum Capacity of Colton to Accept Water	
October			*Text is red if value exceeds water delivery capacity to Colton*
November			
December			
January			
February			
March			
April			
May			
June			
July			
August			
September			
TOTAL*	=SUM(B44:B55)	*Box is red if minimum water needs exceed Colton Water Rights*	

** Not to exceed Colton Water Rights*

Step 4: Input Monthly Maximum Operational Flow Rate for Delivery of Water to Rialto and Colton

	Maximum Operational Flow Rate (gpm)	Maximum Volume of Water Deliverable to Colton (AF)	Upper Limit for Delivery of Water to Colton* (AF)	
Octboer		=B61*$C$30	=MIN(C44,C61)	*Text is red if maximum volume of water deliverable to Colton is less than Colton minimum water needs*
November		=B62*$C$30	=MIN(C45,C62)	
December		=B63*$C$30	=MIN(C46,C63)	
January		=B64*$C$30	=MIN(C47,C64)	
February		=B65*$C$30	=MIN(C48,C65)	
March		=B66*$C$30	=MIN(C49,C66)	
April		=B67*$C$30	=MIN(C50,C67)	
May		=B68*$C$30	=MIN(C51,C68)	
June		=B69*$C$30	=MIN(C52,C69)	
July		=B70*$C$30	=MIN(C53,C70)	
August		=B71*$C$30	=MIN(C54,C71)	
September		=B72*$C$30	=MIN(C55,C72)	
Total	=AVERAGE(B61:B72)	=SUM(C61:C72)		

** Lesser of Maximum Capacity of Colton to Accept Water (Step 3, Column C) and Maximum Volume of Water Deliverable to Colton (Step 4, Column C)*

Maximum Water Deliverable to Rialto Per Month (AF)	(gpm)	(AF)
		=C76*C30

Step 5: Input Rialto Month-by-Month Minimum Needs

RIALTO WATER BUDGET	
Month	**Minimum Water Needs (AF)**
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	
Total*	=SUM(B82:B93)

Box is red if minimum water needs exceed Rialto Water Rights

** Not to exceed Rialto Water Rights*

Step 6: Parties meet and confer to determine if they can agree upon maximum prioritized delivery of water to Colton in winter months (Table 1) or must revert to default water delivery schedule (Table 2)

For Table 1

Calculation of Maximum Monthly Delivery to Colton in Winter (to ensure Colton can receive its minimum needs in the summer)

Colton Water Rights	Minimum Summer Needs (sum of minimum for each summer month)	Water Rights Available in Winter Months (rights minus summer minimum needs)	Maximum Monthly Delivery to Colton in Winter to Preserve Rights for Summer (available winter rights/7)*
=D37	=SUM(B51:B55)	=A101-B101	=C101/7

Calculation of Water Pumped for Colton for County Remedy

What County Pumped	Annual Delivery Capacity Available to County for Initial 200 AF	Rialto Water Rights	Amount Rialto can Pump from other wells (before any adjustments)	Water County Pumps for Colton Above 200 AF (per Water Year)
=H22	=MIN(C73-$D$22,200)	=G36	=IF(A105-(B105+C105)<0,(B105+C105)-A105,0)	=IF(A105-(B105+C105)>0,A105-(B105+C105),0)

** Purple Box indicates value exceeds co*

Calculation of Water to Colton in the Summer Months

What Emhart Pumped (all for Colton) (AF per water year)	What County Pumped for Colton (AF per water year)	Total to Colton (AF per water year)	Total Water to Colton in Summer Months (AF)	Monthly Total to Colton in Summer Months (AF per month) (assuming Rialto rights utilized as much as possible for County Remedy)	Maximum Potential Water to Colton in Summer (assuming Colton uses all its water rights available after subtracting winter use)
=D22	=MIN(B105+E105,C73)	=B109+A109	=C109-SUM(E115:E121)	=D109/5	=(D37-SUM(E115:E121))/5
(From production values above)	*(From table above)*	*(Emhart delivery plus County delivery)*	*(Annual total AF to Colton minus water to Colton in winter)*	*If cell is green, delivery to Colton will be limited by delivery capacity*	*Used to calculate potential shift of water to Colton in summer to meet minimum Colton needs (which in turn allows Rialto to produce more from its other wells). Green indicates potential delivery limited by delivery capacity to Colton.*

	A	B	C	D	E	F	G	H
111								
112	**Table 1 - Maximum Prioritized Delivery of Water to Colton in Winter Months**							
113	**Month**	**Planned Combined Remedies Output (AF)**	**Planned Delivery to Rialto (AF)**	**Remaining Rialto Water Rights (AF)**	**Planned Delivery to Colton (AF)**	**Remaining Colton Water Rights (AF)**	**If Planned Delivery to Colton (Column E) is less than Colton's minimum water needs in a given month, and Colton has additional available water rights, the Parties may manually increase the Planned Delivery to Colton by inputting the amount of Colton Water Rights to be preferentially used by the County (per Paragraph VI. B. 2. a. ix.) (AF)**	
114	Start (Total Water Rights)			=D36-E36		=D37		
115	October	=MIN(J9,D$76)	=MIN(MAX((B115-E115),B82),H9)-G115	=D114-C115	=MIN(C61,D61,(B115-MIN(B82,H9)),D$101)+G115	=F114-E115		
116	November	=MIN(J10,D$76)	=MIN(MAX((B116-E116),B83),H10)-G116	=D115-C116	=MIN(C62,D62,(B116-MIN(B83,H10)),D$101)+G116	=F115-E116		
117	December	=MIN(J11,D$76)	=MIN(MAX((B117-E117),B84),H11)-G117	=D116-C117	=MIN(C63,D63,(B117-MIN(B84,H11)),D$101)+G117	=F116-E117		
118	January	=MIN(J12,D$76)	=MIN(MAX((B118-E118),B85),H12)-G118	=D117-C118	=MIN(C64,D64,(B118-MIN(B85,H12)),D$101)+G118	=F117-E118		
119	February	=MIN(J13,D$76)	=MIN(MAX((B119-E119),B86),H13)-G119	=D118-C119	=MIN(C65,D65,(B119-MIN(B86,H13)),D$101)+G119	=F118-E119		
120	March	=MIN(J14,D$76)	=MIN(MAX((B120-E120),B87),H14)-G120	=D119-C120	=MIN(C66,D66,(B120-MIN(B87,H14)),D$101)+G120	=F119-E120		
121	April	=MIN(J15,D$76)	=MIN(MAX((B121-E121),B88),H15)-G121	=D120-C121	=MIN(C67,D67,(B121-MIN(B88,H15)),D$101)+G121	=F120-E121		
122	May	=MIN(J17,D$76)	=B122-E122	=D121-C122	=(MIN(IF(B51>E$109,IF($F$109>=B51,B51,$F$109),$E$109),$C68,D68))+G122	=F121-E122		
123	June	=MIN(J18,D$76)	=B123-E123	=D122-C123	=(MIN(IF(B52>E$109,IF($F$109>=B52,B52,$F$109),$E$109),$C69,D69))+G123	=F122-E123		
124	July	=MIN(J19,D$76)	=B124-E124	=D123-C124	=(MIN(IF(B53>E$109,IF($F$109>=B53,B53,$F$109),$E$109),$C70,D70))+G124	=F123-E124		
125	August	=MIN(J20,D$76)	=B125-E125	=D124-C125	=(MIN(IF(B54>E$109,IF($F$109>=B54,B54,$F$109),$E$109),$C71,D71))+G125	=F124-E125		
126	September	=MIN(J21,D$76)	=B126-E126	=ROUND(D125-C126,0)	=(MIN(IF(B55>E$109,IF($F$109>=B55,B55,$F$109),$E$109),$C72,D72))+G126	=ROUND(F125-E126,0)		
127	Total Water Delivered	**=SUM(B115:B126)**	**=SUM(C115:C126)**		**=SUM(E115:E126)**			
128	Unused Water Rights for Water Year			**=D126**		**=F126**	=SUM(G115:G126)	
129		*Box is Red if CTP produces more than capacity to deliver water to Colton.*	*Red Box means CTP output does not match water provided to Rialto and Colton. Blue Box means delivery is less than minimum monthly need. Green Box means that production plus other water rights meets minimum monthly needs in summer.*	*Red Box means delivery exceeds water rights.*	*Red Box means CTP output does not match water provided to Rialto and Colton. Blue Box means delivery is less than minimum monthly need. Yellow text means that delivery to Colton limited by delivery capacity to Colton. Purple text means some CTP Output shifted to Colton from Rialto.*	*Red Box means delivery exceeds water rights*	*Red Box Means Value Causes water to Colton to exceed delivery capacity to Colton*	
130								
131	*Under the "Maximum Prioritized Delivery" schedule:*							
132	*In each Winter Month:*							
133	*1*	*Colton receives the lesser of (1) a value equal to 1/7th of the Colton Water Rights minus the total summer minimum water needs (2)the monthly treatment plant output minus the lesser of (Rialto minimum monthly needs and the amount pumped for the County*						
134	*2*	*Rialto receives all water that is not delivered to Colton. The Colton delivery calculation ensures that Rialto receives at least its minimum needs, provided that such volume does not exceed the volume of water pumped by the County in that month*						
135	*In each Summer Month:*							
136	*1*	*Colton receives the lesser of (1) a value equal to 1/5th of the total to be pumped for Colton in that water year less the amount pumped in the winter months (2) the monthly maximum capacity to deliver water to Colton and (3) Colton's maximum capacity to accept water*						
137	*2*	*Rialto receives all water that is not delivered to Colton.*						
138	*If remaining water rights are less than zero, County/Emhart will need to evaluate changes to production rates or alternative sources of water.*							

	A	B	C	D	E	F	G	H	I
139	**Table 2 - Default Water Delivery Schedule**								
140	**Month**	**Planned Combined Remedies Output (AF)**	**Colton 200 AF Pumped for County Remedy Delivered to Colton (AF)**	**Planned Delivery to Rialto (AF)**	**Remaining Rialto Water Rights (AF)**	**Planned Delivery to Colton (AF) for Emhart**	**Planned Delivery to Colton (AF) for Combined Remedy**	**Remaining Colton Water Rights (AF)**	**Surplus Available to County to Pump for Colton (AF)**
141	Start (Total Water Rights)				=D36-E36			=D37	
142	October	=J9	=MIN(H9,IF(D9+200/7>$C$61,($C$61-D9),200/7))	=H9-C142	=E141-D142	=D9	=F142+C142	=H141-G142	
143	November	=J10	=MIN(H10,IF(D10+200/7>$C$61,($C$61-D10),200/7))	=H10-C143	=E142-D143	=D10	=F143+C143	=H142-G143	
144	December	=J11	=MIN(H11,IF(D11+200/7>$C$61,($C$61-D11),200/7))	=H11-C144	=E143-D144	=D11	=F144+C144	=H143-G144	
145	January	=J12	=MIN(H12,IF(D12+200/7>$C$61,($C$61-D12),200/7))	=H12-C145	=E144-D145	=D12	=F145+C145	=H144-G145	
146	February	=J13	=MIN(H13,IF(D13+200/7>$C$61,($C$61-D13),200/7))	=H13-C146	=E145-D146	=D13	=F146+C146	=H145-G146	
147	March	=J14	=MIN(H14,IF(D14+200/7>$C$61,($C$61-D14),200/7))	=H14-C147	=E146-D147	=D14	=F147+C147	=H146-G147	
148	April	=J15	=MIN(H15,IF(D15+200/7>$C$61,($C$61-D15),200/7))	=H15-C148	=E147-D148	=D15	=F148+C148	=H147-G148	
149	May	=J17	=MIN(IF(SUM(C$142:C$148)<200,MIN((200-SUM(C$142:C$148))/5),IF(D17+(200-SUM(C$142:C$148))/5>$C68,($C68-D17),0)),$C68-F149)	=H17-C149	=E148-D149	=D17	=F149+C149	=H148-G149	
150	June	=J18	=MIN(IF(SUM(C$142:C$148)<200,MIN((200-SUM(C$142:C$148))/5),IF(D18+(200-SUM(C$142:C$148))/5>$C69,($C69-D18),0)),$C69-F150)	=H18-C150	=E149-D150	=D18	=F150+C150	=H149-G150	=IF(H$155>0,H$155,0)
151	July	=J19	=MIN(IF(SUM(C$142:C$148)<200,MIN((200-SUM(C$142:C$148))/5),IF(D19+(200-SUM(C$142:C$148))/5>$C70,($C70-D19),0)),$C70-F151)	=H19-C151	=E150-D151	=D19	=F151+C151	=H150-G151	=IF(H$155>0,H$155,0)
152	August	=J20	=MIN(IF(SUM(C$142:C$148)<200,MIN((200-SUM(C$142:C$148))/5),IF(D20+(200-SUM(C$142:C$148))/5>$C71,($C71-D20),0)),$C71-F152)	=H20-C152	=E151-D152	=D20	=F152+C152	=H151-G152	=IF(H$155>0,H$155,0)
153	September	=J21	=MIN(IF(SUM(C$142:C$148)<200,MIN((200-SUM(C$142:C$148))/5),IF(D21+(200-SUM(C$142:C$148))/5>$C72,($C72-D21),0)),$C72-F153)	=H21-C153	=ROUND(E152-D153,0)	=D21	=F153+C153	=ROUND(H152-G153,0)	=IF(H$155>0,H$155,0)
154	Total Water Delivered	**=SUM(B142:B153)**	**=SUM(C142:C153)**	**=SUM(D142:D153)**		**=SUM(F142:F153)**	**=SUM(G142:G153)**		
155	Unused Water Rights for Water Year				**=E153**			**=H153**	
156		*Red Box indicates mismatch between CTP output and delivery to cities.*	*Delivery is reduced if capacity to deliver water to Colton is not sufficient to deliver 200 AF to Colton.*	*Blue Box means delivery is less than minimum monthly need.*	*Red Box means delivery exceeds water rights.*	*Blue Box means delivery is less than minimum monthly need. Green text means that delivery to Colton limited by delivery capacity.*	*Blue Box means delivery is less than minimum monthly need. Green text means that delivery to Colton limited by delivery capacity.*	*Red Box means delivery exceeds water rights.*	
157									
158	*Under the "Default Delivery" schedule:*								
159	*Rialto receives all water pumped by County (except for 200 AF that the County may pump for Colton and Colton receives all water pumped by Emhart plus the 200 AF that the County may pump for Colton. The Colton 200 AF from the County is divided equally among the Winter Months.*								
160	*If remaining water rights are*								
161									
162	**Step 7: Parties shall make any necessary modifications to the WMP as required by the limitations of Paragraph VI.B.2.a of the Four Party Implementation Agreement**								

	A	B	C	D	E	F
163						
164	***Instructions***					
165	*1. County and Emhart provide data for yellow boxes in rows 9 to 21*					
166	*2. Rialto and Colton provide anticipated percent reductions for yellow boxes on rows 36 and 37*					
167	*3. Colton provides its minimum needs and maximum capacity to receive water by month (yellow boxes on rows 44 to 55)*					
168	*4. Colton and Rialto identify capacity values for yellow cells on rows 61 and 72, 75 (likely no change year to year)*					
169	*5. Rialto provide its minimum needs by month (rows 82 to 93)*					
170	*6. County and Emhart adjust anticipated treatment plant output (yellow cells on rows 9 to 21) to ensure minimum needs are met and water rights not exceeded (based on data provided by cities). Check red and blue shaded cells for potential issues.*					
171	*7. Each month, update yellow cells using actual production and delivery data (rows 9 to 21 and 82 to 93). Adjust future months as appropriate.*					
172	*8. After trigger measurements reported in June, parties adjust data to reflect deliveries and pumping to date (for that water year) and curtailment. Parties make other adjustments as needed to pumping pattern to ensure pumping does not exceed water rights.*					
173	*9. If Colton has extra water rights, it can request additional deliveries up to production of treatment plant, provided that Rialto is able to increase its production at other wells to accommodate a reduced delivery schedule from the CTP (rows 103 to 114)*					
174	*10. After trigger measurement, County can request use of additional Colton water rights (subject to delivery capacity restraints) or Colton can utilize those rights at its other wells.*					
175	*11. Rialto can produce from its other wells an amount equal to its excess rights, following reporting of the curtailment, if such rights are not needed for the County Remedy.*					
176						
177						
178	***Some things to Check:***					
179	*1. Does minimum need of each city fall within its water rights?*					
180	*2. Is each city getting its minimum needs met?*					
181	*3. Can an adjustments to seasonal pumping fix a problem with 2?*					
182	*4. If capacity to deliver water to Colton is limited, can water be wheeled to Colton in another way?*					
183	*5. If production exceeds water rights, will need to reduce pumping from treatment plant unless Emhart or County can get additional water rights.*					

Exhibit J

Rialto/Emhart Real Property Lease Agreement

1. **PARTIES**:

This Lease is made by and between the City of Rialto ("Rialto") and Emhart Industries, Inc. ("Emhart").

2. PREMISES LEASED:

The premises subject to this Lease ("Premises") are:

a. Combined Treatment Plant Lease Area:

THOSE PORTIONS OF LOTS 19 AND 20 OF THE PALMER SUBDIVISION, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 18, PAGE 72 OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT A POINT IN THE CENTERLINE OF LINDEN AVENUE, AS SHOWN ON PARCEL MAP NO. 427, FILED IN BOOK 4, PAGE 7, OF PARCEL MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DISTANT THEREON
NORTH 00° 02' 00" EAST 430.00 FEET FROM THE INTERSECTION OF MIRO WAY AND LINDEN AVENUE AS SHOWN ON SAID PARCEL MAP NO. 427; THENCE SOUTH 89° 58' 00" EAST 44.00 FEET TO THE NOW EXISTING EASTERLY LINE OF SAID LINDEN AVENUE AND **THE TRUE POINT OF BEGINNING** ; THENCE SOUTH 89° 58' 00" EAST 139.23 FEET; THENCE SOUTH 00° 02' 00" WEST 98.96 FEET; THENCE NORTH 89° 57' 13" EAST 60.77 FEET; THENCE SOUTH 00° 02' 00" WEST 288.83 FEET TO THE NORTHERLY LINE OF MIRO WAY AS DESCRIBED IN RESOLUTION RECORDED DECEMBER 22, 2012 AS DOCUMENT NO. 2014-0488256, OF OFFICIAL RECORDS,
RECORDS OF SAID COUNTY; THENCE SOUTH 89° 57' 49" WEST ALONG SAID NORTHERLY LINE 183.98 FEET TO AN ANGLE POINT THEREON; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 42° 15' 49" WEST 23.80 FEET TO A LINE THAT BEARS NORTH 00° 02' 00" EAST AND PASSES THROUGH THE TRUE POINT OF

BEGINNING; THENCE NORTH 00° 02’ 00” EAST 370.32 FEET TO THE TRUE POINT OF BEGINNING.

The Combined Treatment Plant Lease Area is depicted on Exhibit J 1.

b. EW-1 Lease Area

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE CENTER OF SAID SECTION 34 AS SHOWN ON PARCEL MAP NO. 5020 FILED IN BOOK 47, PAGES 74 THROUGH 76, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTH 89° 55’ 30” EAST ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER 53.54 FEET; THENCE SOUTH 00° 03’ 40” EAST PARALLEL TO THE EASTERLY BOUNDARY OF SAID PARCEL MAP NO. 5020 A DISTANCE OF 22.60 FEET TO THE **TRUE POINT OF BEGINNING** ; THENCE SOUTH 00° 03’ 40” EAST 49.00 FEET; THENCE SOUTH 89° 56’ 20” WEST 29.50 FEET; THENCE NORTH 01°41’ 32” EAST 49.02 FEET TO A LINE HAVING A BEARING OF NORTH 89° 56’ 20” EAST AND THAT PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 56’ 20” EAST ALONG SAID LINE 28.00 FEET TO THE TRUE POINT OF BEGINNING.

The EW-1 Lease Area is depicted on Exhibit J-2.

c. EW-2 Lease Area

As of the date upon which this Lease was entered, it was unknown whether U.S. EPA would require Emhart to install EW-2 to achieve the remedial objectives set forth in the Work Consent Decree. In the event EW-2 is to be installed on Rialto property, this Lease shall be amended to include a description of the parcel(s) upon written agreement of Rialto and Emhart, in accordance with Paragraph 10.b.1) of the Work Consent Decree and Paragraph VII.B of the Four Party Implementation Agreement.

3. **TERM OF LEASE**: This Lease shall remain in effect until one year after Emhart terminates its participation in the Four Party Implementation Agreement, or after it removes components of the Combined Remedies for which it is responsible (if any) and restores the ground surface as provided for in Paragraph XIII of the Four Party Implementation Agreement, whichever occurs first.

4. **IMPROVEMENTS**: Emhart shall place on the Premises only those improvements required by the Work Consent Decree (which currently include, as described in the Four Party Implementation Agreement, the Combined Treatment Plant; EW-1; and, if required, EW-2). In the event that Rialto and/or Lewis-Hillwood Rialto Company, LLC ("LHR") underground utilities providing services to the Combined Treatment Plant Lease Area, Emhart and the County (as provided in its lease for the Combined Treatment Plant Lease Area) shall, at no cost to Rialto, underground all associated utilities located on or at the Combined Treatment Plant Lease Area.

   Ownership of improvements by Emhart on the Premises and removal of such improvements upon termination of this Lease shall be governed by Paragraphs VIII.B.3. (ownership by Emhart) and XIII B. and C. (removal) of the Four Party Implementation Agreement.

5. **COMPLIANCE WITH APPLICABLE LAWS:** Emhart shall perform all of its activities on the Premises in compliance with applicable federal, state, or local rules, regulations, ordinances, or laws. In the event that Emhart's activities violate applicable federal, state, or local rules, regulations, ordinances, or law, Emhart shall promptly, upon written notice from Rialto, come into compliance with such law, including the removal or modification of any installation to conform with the applicable laws.

6. ENVIRONMENTAL MATTERS:

6.1 Definition of Hazardous Substance. For the purposes of this Lease, the term "Hazardous Substance" shall mean any material or substance which is or becomes (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control

Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) defined as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1321), (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), or (x) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C § 9601).

6.2 Hazardous Substances on Premises. Emhart shall not permit or authorize at any time the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal of any Hazardous Substance on, under or about the Premises, or authorize the transportation of any Hazardous Substance to or from the Premises, except those Hazardous Substances associated with the construction, operation, maintenance, and/or future modification of the Combined Remedies in accordance with all federal, state, and local environmental laws and regulations with respect to the storage, use, generation, transportation, handling, and disposal of Hazardous Substances on the Premises. In the event Emhart causes a release of any Hazardous Substance on the Premises, Emhart shall assume responsibility for investigation, and cleanup of such substances as provided by law. In such event, Emhart shall promptly notify Rialto of the release and provide copies of any reports or correspondence with government agencies relating thereto.

7. **USE:** Emhart shall use the Premises for installation, construction, operation, and maintenance of the Combined Remedies as set forth in the Four Party Implementation Agreement. Emhart shall maintain the Premises in a neat and orderly condition. During construction of the Combined

Remedies, Emhart shall, as is reasonably feasible, maintain the Premises in a neat and orderly condition.

8. **ASSIGNMENT AND SUBLETTING:** Emhart may not assign or sublease the Premises without the written consent of Rialto, which consent may be withheld in the sole and absolute subjective discretion of Rialto.

9. **THIRD PARTY ACCESS:** Except as required for the installation, construction, operation and maintenance of the Combined Remedies as provided for in the Four Party Implementation Agreement, Emhart shall not allow any third party (excluding the County) access to the Premises, without Rialto's prior written consent.

10. **REPAIRS**: Emhart must repair any damage to the Premises caused by its acts, omissions, negligence, or willful misconduct.

11. **RIALTO'S ACCESS TO PREMISES:** Rialto and its authorized representatives shall have the right to enter the Premises at any time for any purpose.

12. **RETURN OF PREMISES TO PRE-CONSTRUCTION CONDITIONS:** Emhart shall remove components of the Combined Remedies owned by Emhart and return the Premises to pre-construction conditions as provided in Paragraph XIII.C of the Four Party Implementation Agreement.

13. **RENT:** Rialto shall not charge Emhart rent for the Premises.

14. **AMENDMENTS:** This Lease may be amended only by written agreement of Emhart and Rialto.

15. **WARRANTY OF TITLE:** Rialto warrants that there are no encumbrances of record or not of record concerning the Premises that will inhibit Emhart's use of the Premises as provided in this Lease.

16. **CONDITION OF PREMISES:** Prior to execution of this Lease, Emhart has not conducted any investigation of the condition of the Premises and Rialto has provided no representations or warranties, express or implied, regarding the condition of the Premises.

17. **DEFINED TERMS:** Defined terms used in this Lease shall have the meanings provided in the Four Party Implementation Agreement.

18. **INTERPRETATIONS:** This Lease shall be interpreted and construed (1) in accordance with the laws of the State of California; and (2) as drafted by all Parties with equal participation in its drafting.

19. **EXHIBITS:** All exhibits referred to are attached to this Lease and incorporated by reference.

20. **EFFECTIVE DATE OF THIS LEASE:** This lease shall be effective upon _____, 2015.

EMHART INDUSTRIES, INC.

By: _____
Theodore Morris
Vice President
Emhart Industries, Inc.

Date: August 4, 2015

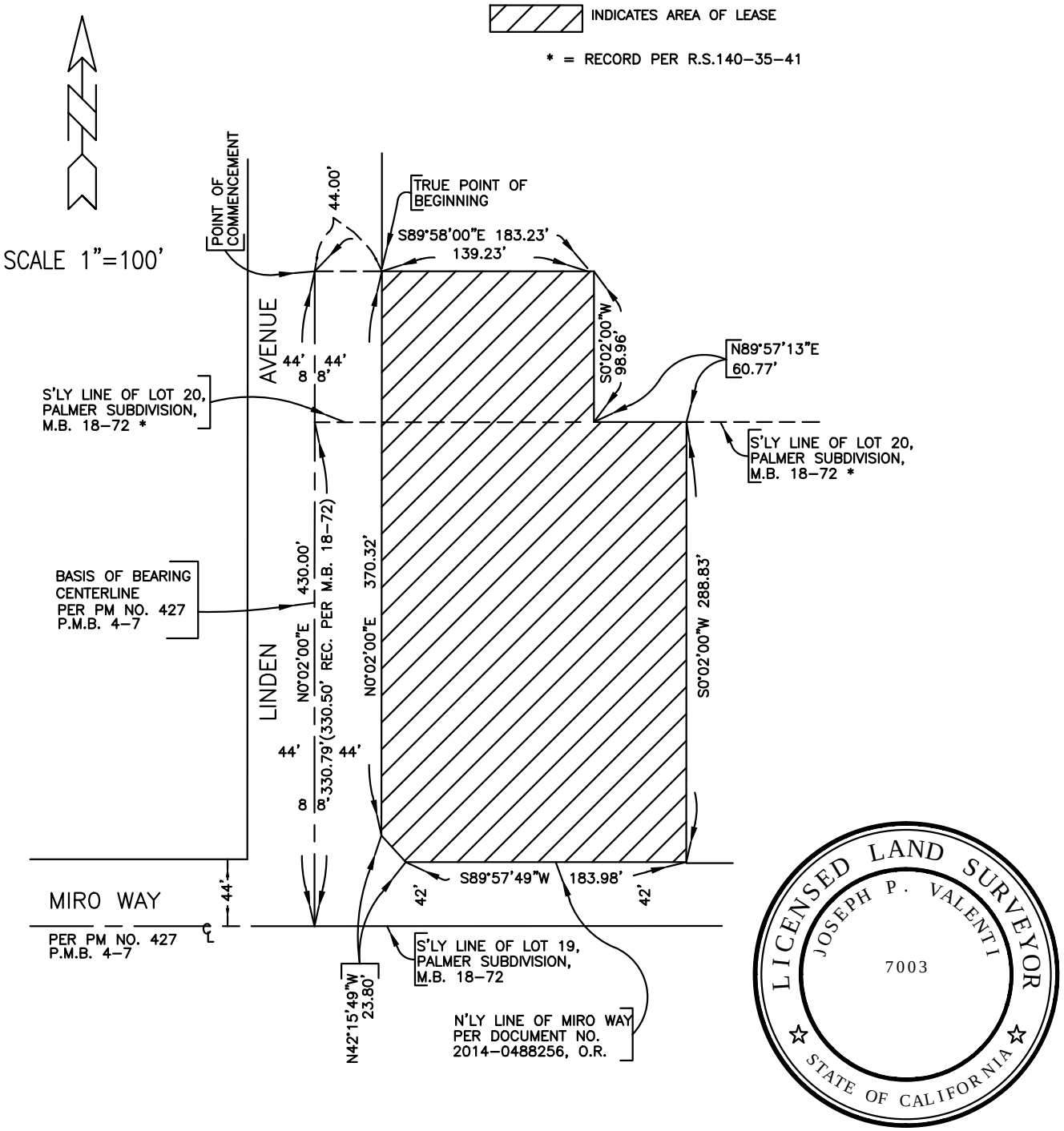
THE CITY OF RIALTO

By: _____
Deborah Robertson
Mayor, City of Rialto

Date: 8/26/15

Approved as to Legal Form:

By: _____
Fred Galante
City Attorney



PLANS PREPARED BY:

CIVILTEC engineering inc.

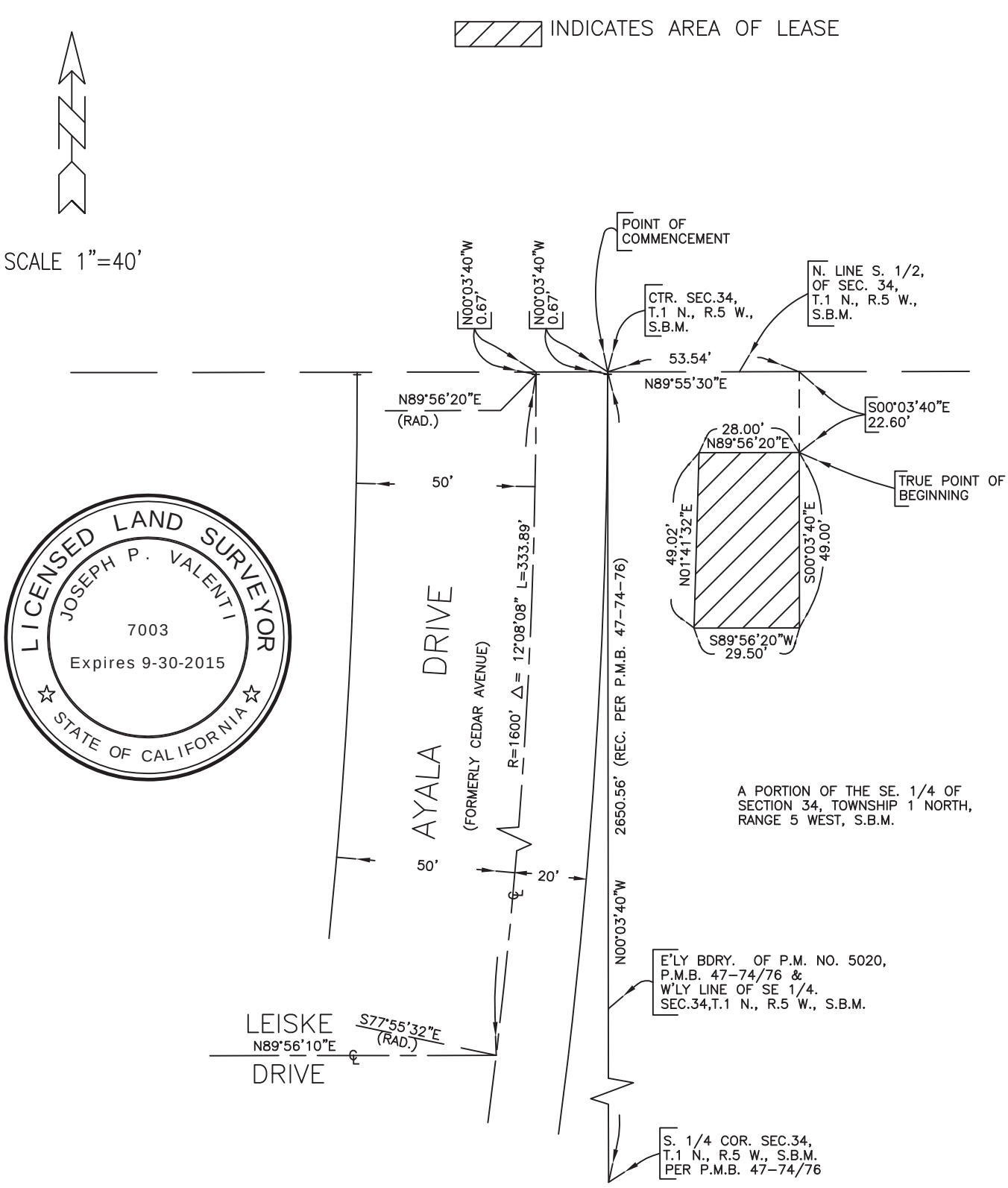
General Civil, Municipal, Water and Wastewater Engineering, Planning, Construction Management and Surveying

118 WEST LIME AVENUE
MONROVIA, CA 91016
PHONE: (626) 357-0588
FAX: (626) 303-7957

EXHIBIT J-1 - COMBINED TREATMENT PLANT LEASE AREA

REVISED: 05-01-2015
REVISED: 03-24-2015

DATE: 02-23-2015	DRAWN: J. P. V.	SCALE: 1" = 100'
DRAWING No.:G-6PLANTSITE	SHEET 1 OF 1	



PLANS PREPARED BY:

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118 WEST LIME AVENUE
MONROVIA, CA 91016
PHONE: (626) 357-0588
FAX: (626) 303-7957

EXHIBIT J-2 - EW-1 LEASE AREA

REVISED: 02-25-2015

DATE: 02-21-2015	DRAWN: J. P. V.	SCALE: 1" = 40'
DRAWING No.: C-2WELLSITE	SHEET 1 OF 1	

Exhibit K

Combined Treatment Plant Site Plan



Legend

Combined Treatment Plant Footprint

N

0 25 50

Feet

SOURCE AREA OPERABLE UNIT ROCKETS, FIREWORKS AND FLARES SUPERFUND SITE

EXHIBIT K
COMBINED TREATMENT PLANT SITE PLAN

ERM

PREPARED BY:
AP (ERM)

JOB NO. 0179962.03.A
FILE: Exhibit K.mxd

Document Path: M:\Projects\Emhart_Rialto\Portland\GIS\IA\Exhibit K.mxd

First Amendment to Four Party Implementation Agreement
(Regarding Costs of Construction, Operation, and Maintenance of Liquid Chlorinator)

This agreement amends the Four Party Implementation Agreement made and entered into effective September 1, 2015, by and between Emhart, Rialto, Colton, and the County ("4-Party IA") to provide terms not addressed in the 4-Party IA regarding the costs of construction, operation, and maintenance of a liquid chlorinator to be used to disinfect extracted groundwater after treatment for perchlorate and VOCs by the Combined Treatment Plant and prior to distribution as domestic water supply via the Rialto municipal water supply system. Terms defined in the 4-Party IA and used in this agreement shall have the meanings set forth in the 4-Party IA.

Recitals

Whereas, Colton's DDW Permit and Rialto's DDW Permit require disinfection of all groundwater extracted from the Basin, regardless of whether it is impacted by perchlorate and/or VOCs.

Whereas, pursuant to Rialto's DDW Permit, Rialto operates and maintains chlorination systems to disinfect all water it extracts pursuant to Rialto Water Rights, including paying all costs of operation and maintenance of its chlorinator located at CR-3.

Whereas, pursuant to Colton's DDW Permit, Colton operates and maintains chlorination systems to disinfect all water it extracts pursuant to Colton Water Rights, including paying all costs of operation and maintenance of its chlorinator located at the Domecq Reservoir Site.

Whereas, to facilitate operation of the Combined Remedies, Colton and Rialto have leased their respective water rights in the Basin to Emhart and the County as described in Paragraph V of the 4-Party IA.

Whereas, as set forth in the 4-Party IA, upon startup, the Combined Remedies will pump water from the Basin, treat that water at the Combined Treatment Plant to remove perchlorate and VOCs, and deliver the treated water to Rialto.

Whereas, as set forth in the 4-Party IA, Rialto will receive all water treated by the Combined Treatment Plant, and deliver to Colton a volume of water equivalent to the Colton Water Rights utilized by the County and Emhart at the Combined Treatment Plant.

Whereas, the Work Consent Decree, 4-Party IA, County/Rialto Implementation Agreement, and County/Colton/Rialto Standby Agreement do not address payment of the costs to operate and maintain the chlorination systems required by DDW for all water extracted from the Basin.

Whereas, the Parties believe that replacing the existing tablet chlorinator at CR-3 with a single liquid (sodium hypochlorite) chlorinator to disinfect all treated water to be generated by the Combined Treatment Plant ("Liquid Chlorinator") would be more efficient and less expensive to operate and maintain.

Agreement

Now, therefore, the Parties agree to amend the 4-Party IA as follows:

1. **Design and Construction of the Liquid Chlorinator**

    a. Emhart has designed the Liquid Chlorinator in accordance with Rialto's requested design parameters and submitted the design to Rialto, Colton, and the County for review and comment. Rialto has approved the design for the Liquid Chlorinator. A copy of the approved Liquid Chlorinator design is attached hereto as Exhibit 1-A.

    b. Emhart shall construct the Liquid Chlorinator consistent with the approved design.

    c. The estimated capital cost of the Liquid Chlorinator is $652,988, which consists of (i) the construction contractor bid price of $499,000; (ii) estimated contingency and contractor integration costs of $25,000; (iii) pre-purchased long-lead chlorinator equipment costs of $78,258; and (iv) design costs of $50,730.

    d. Except as set forth in this paragraph, Rialto, Colton, and Emhart shall share equally (1/3 each) the final total capital cost of the Liquid Chlorinator, including, but not limited to, the costs identified in paragraph 1.c. and any change order amounts necessary to address

issues not anticipated by the design or that otherwise may arise during construction. Notwithstanding any other provision(s) in this paragraph or agreement, Colton's share of the final total capital cost of the Liquid Chlorinator shall not exceed $218,000. The County is not responsible for paying any of the capital or related costs of the Liquid Chlorinator.

e. Emhart shall pay its contractors and subcontractors to construct the Liquid Chlorinator. Within 30 days of completion of construction of the Liquid Chlorinator, Emhart shall submit invoices to Rialto and Colton for their 1/3 shares of the capital cost of the Liquid Chlorinator. Rialto shall pay its 1/3 share in the form of offsets against amounts due to Rialto from Emhart pursuant to Paragraph IV.F. of the 4-Party IA, until the full amount of Rialto's share of the Liquid Chlorinator capital cost has been paid. Colton shall pay its share in equal quarterly installments to be paid along with Colton's payments to Emhart for Colton Baseline Lifting Costs, over a period not to exceed five years.

f. Any dispute regarding an invoice for Liquid Chlorinator capital costs shall be resolved pursuant to Paragraph XII of the 4-Party IA.

2. **Operation and Maintenance of the Liquid Chlorinator**

a. Rialto, as the owner of its municipal water supply system, shall own, operate, and maintain the Liquid Chlorinator.

b. Colton shall reimburse Rialto for the costs of operation and maintenance of the Liquid Chlorinator pursuant to the following formula:

> Colton reimbursement to Rialto = total cost of Liquid Chlorinator O&M x (volume of water delivered to Colton by Rialto/total volume of water delivered to Rialto from Combined Treatment Plant)

c. Rialto shall invoice Colton for its share of Liquid Chlorinator operation and maintenance costs monthly. Upon request by Colton, Rialto shall provide records documenting the volume of water

treated at the Liquid Chlorinator, the operation and maintenance costs of the Liquid Chlorinator and any other documents necessary to determine or verify the amounts invoiced.

d. Colton shall pay the invoiced amount within 30 days of receipt of an invoice from Rialto.

e. Neither the County nor Emhart are responsible for the costs of operation and maintenance of the Liquid Chlorinator.

f. Any dispute regarding an invoice for Liquid Chlorinator operation and maintenance costs shall be resolved pursuant to Paragraph XII of the 4-Party IA.

FOR EMHART INDUSTRIES, INC.:

By: _____
Emhart Industries, Inc.

Date: _____

FOR THE CITY OF RIALTO:

By: _____
City of Rialto

Date: _____

FOR THE CITY OF COLTON:

By: _____
City of Colton

Date: _____

FOR THE COUNTY OF SAN BERNARDINO:

By: _____
County of San Bernardino

Date: _____

EXHIBIT 1-A

ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE

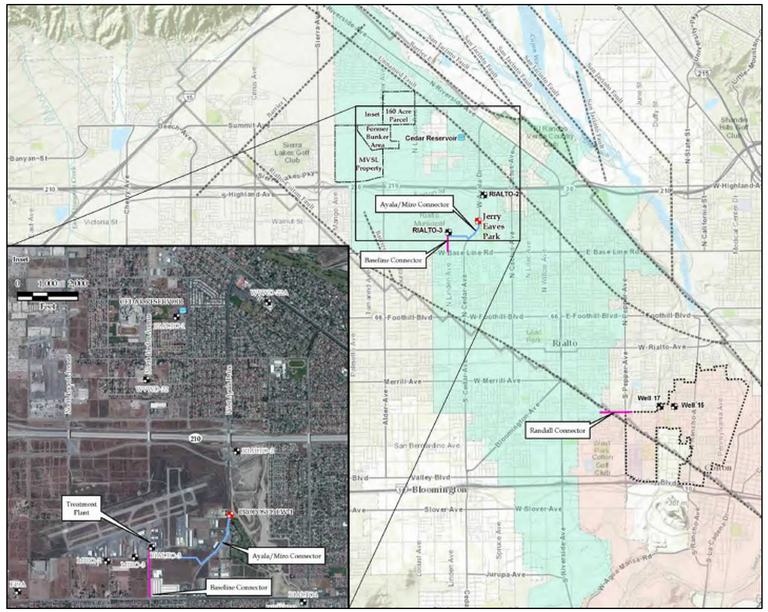
SOURCE AREA OPERABLE UNIT

RIALTO, CALIFORNIA

ADDENDUM NO. 3

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY CHLORINATION SYSTEM INSTALLATION

FEBRUARY 2020



SITE LOCATION MAP



NOT TO SCALE

LIST OF DRAWINGS

SHEET NO.	DRAWING NO.	DESCRIPTION
1	G-1	COVER SHEET
2	G-2	GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS
3	D-1	DEMOLITION PLAN
4	C-1	CIVIL PIPING PLAN
5	C-2	CIVIL DETAILS
6	S-1	GENERAL STRUCTURAL NOTES
7	S-2	DESIGN CRITERIA AND STRUCTURAL ABBREVIATIONS
8	S-3	SPECIAL INSPECTIONS AND STRUCTURAL OBSERVATIONS
9	S-4	FOUNDATION PLAN
10	S-5	SECTIONS
11	S-6	STRUCTURAL DETAILS
12	M-1	CHEMICAL TANKS ENCLOSURE PLAN
13	M-2	CHEMICAL TANKS ENCLOSURE SECTIONS
14	M-3	CHEMICAL FEED SYSTEM PLAN
15	M-4	CHEMICAL FEED SYSTEM SECTIONS
16	M-5	MECHANICAL DETAILS – 1
17	M-6	MECHANICAL DETAILS – 2
18	E-1	ELECTRICAL PLAN
19	E-2	ELECTRICAL DETAIL PLAN – 1
20	E-3	ELECTRICAL DETAIL PLAN – 2
21	N-1	INSTRUMENTATION LEGEND
22	N-2	CHLORINATION SYSTEM P&ID
23	N-3	INSTRUMENTATION DETAILS

DIAL 811
DIG ALERT
UNDERGROUND SERVICE ALERT
PLAY IT SAFE. DIAL BEFORE YOU DIG!
AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

REGISTERED PROFESSIONAL ENGINEER
BRYAN C. PAINE
No. C64334
Exp. 06/30/21
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:

AECOM
999 TOWN & COUNTRY ROAD
ORANGE, CA 92868
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION

REV 9

SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	SHEET 1
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	

COVER SHEET

DWG NO. G-1

\\USORA1PFLWO01.NA.AECOMNET.COM\ORANGE\DCS\PROJECTS\ENVA\60438759_RFF_RIALTO_TREATMENT\900-CAD-GIS\2018_CHLORINATION_SYSTEM_PROJECT\SHEETS\G-1.DWG (02-11-20, 11:11:58AM)

LEGEND & SYMBOLS

- A/V — AIR AND VACUUM VALVE
- B.O. — BLOW-OFF
- WM — WATER SERVICE METER
- REDUCER/ENLARGER
- END CAP
- TEE
- STREET LIGHT
- PULL BOX
- FIRE HYDRANT
- OR — GATE OR BUTTERFLY VALVES
- SMH — EXISTING SEWER MANHOLE
- SMH — PROPOSED SEWER MANHOLE
- OR — THRUST BLOCK
- 3309 — ADDRESS – PROPERTY ADDRESS
- 000-0-000-000 — APN – ASSESSOR'S PARCEL NUMBER
- PRV — PRESSURE REGULATING VALVE
- W — EXISTING WATER MAIN
- S — EXISTING SEWER MAIN
- G — EXISTING GAS MAIN
- E — EXISTING ELECTRICAL LINE
- TV — EXISTING CABLE TV LINE
- (OH) — EXISTING OVER HEAD ELECTRICAL LINE
- T — EXISTING TELEPHONE LINE
- PROPERTY LINE
- RIGHT-OF-WAY
- CITY BOUNDARY
- PAINTED DIRECTIONAL ARROW
- PAINTED ACCESSIBILITY SYMBOL
- FENCING MATERIAL AND SPECIFICATIONS ARE PENDING
- EXISTING RETAINING WALL

- DECOMPOSED GRANITE
- PROPOSED CONCRETE
- NON-SKID SURFACE
- EXISTING CONTOUR
- 85 — PROPOSED CONTOUR
- X — PROPOSED FENCE
- X — EXISTING FENCE
- PROPOSED A.C. PAVEMENT
- EXISTING EDGE OF PAVEMENT CONCRETE PAVEMENT
- EXISTING CONCRETE
- CONCENTRATED FLOW
- SHEET FLOW
- DAYLIGHT
- 250 — EXISTING CONTOUR
- 250 — PROPOSED CONTOUR
- (102.78) — EXISTING GRADE
- EDGE OF A. C. PAVEMENT
- FINISHED CONCRETE SURFACE
- 59.15 FG — EXISTING ELEVATION
- O — OIL PIPELINE
- EXISTING STORM DRAIN
- E — PROPOSED CONDUIT
- STREET CENTERLINE (℄)
- GRAVEL BED
- COMPACTED FILL
- LANDSCAPED AREA
- PROPOSED FLANGED GATE VALVE
- PROPOSED FLANGED PLUG VALVE
- PROPOSED FLANGED CHECK VALVE
- PROPOSED FLANGED BUTTERFLY VALVE
- TYPICAL STEEL-RING FLANGE

PROFILE NUMBER 2 / 3 PROFILE SCALE — DRAWING NUMBER FROM WHICH THE PROFILE WAS TAKEN.

SEE PROFILE 2 / 3 — PROFILE NUMBER; DRAWING NUMBER ON WHICH THE DETAIL APPEARS.

SECTION LETTER A / 10 — SHEET ON WHICH THE SECTION IS SHOWN IN DETAIL

DETAIL SCALE 1 / 2 — DETAIL NUMBER; DWG ON WHICH THE SECTION IS CUT THROUGH IN PLAN VIEW

SECTION SCALE A / 3 — SECTION LETTER; DWG ON WHICH THE SECTION IS CUT THROUGH IN PLAN VIEW

- EX. BUILDING
- EX. TREES
- NEW CURB
- NEW GUTTER
- NEW BUILDING
- NEW VESSELS

ABBREVIATIONS

ALT.	ALTERNATE
& OR &	AND
∠	ANGLE
∠	ANGLE (STRUCTURAL)
∠S	ANGLES
APPD. EQ.	APPROVED EQUAL
APPROX.	APPROXIMATE
A.C.P.	ASBESTOS-CEMENT PIPE
A.C.	ASPHALT CONCRETE
ASSY.	ASSEMBLY
ASTM.	AMERICAN SOCIETY FOR TESTING AND MATERIALS
ART.	ARTICLE
@	AT
AVE.	AVENUE
B.C.	BEGINNING OF CURVE
B.&S.	BELL AND SPIGOT
B.M.	BENCH MARK
B.C.	BOLT CIRCLE
B.P.	BOOSTER PUMP
BOT.	BOTTOM
BLVD.	BOULEVARD
BDRY.	BOUNDARY
BLDG.	BUILDING
B'FLY.	BUTTERFLY
B.V.	BUTTERFLY VALVE
BW	BACK OF WALK
CALCS	CALCULATIONS
CB	CATCH BASIN
C.I.	CAST IRON
C.I.P.	CAST IRON PIPE
℄ OR CL	CENTER LINE
CTR.	CENTER
C.L.F.	CHAIN LINK FENCE
CH'KD PL	CHECKERED PLATE
C.C.	CENTER TO CENTER
C.M.L.	CEMENT MORTAR LINED
CML & C	CEMENT MORTAR LINED & COATED
CML & P	CEMENT MORTAR LINED & PAINTED
C.M.C.	CEMENT MORTAR COATED
CL.	CLASS
COEF.	COEFFICIENT
COL.	COLUMN
CO.	COMPANY
CONC.	CONCRETE
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
COORD.	COORDINATE
COR.	CORNER
CORP.	CORPORATION
CORR.	CORRUGATED
C.M.P.	CORRUGATED METAL PIPE
CPLG.	COUPLING
C.A.B.	CRUSHED AGGREGATE BASE
CS	CARBON STEEL
CU.	CUBIC
C.F.	CURB FACE
C.Y.	CUBIC YARD
CYL.	CYLINDER
CLRN.	CLEARANCE
° OR DEG.	DEGREE
Δ	DELTA
DEPT.	DEPARTMENT
DET.	DETAIL
D, DIA., OR ø	DIAMETER
DWG.	DRAWING
DR.	DRIVE
D.I.	DUCTILE IRON
D.I.P.	DUCTILE IRON PIPE
EA.	EACH
E.F.	EACH FACE
E.W.	EACH WAY
E.W.E.F.	EACH WAY EACH FACE
E.	EAST
E/O	EAST OF
ECC.	ECCENTRIC
EP	EDGE OF PAVEMENT
EMH	ELECTRICAL MANHOLE
EL. OR ELEV.	ELEVATION
ELL.	ELBOW
E.C.	END OF CURVE
EQ. OR =	EQUAL
EXIST. OR EX.	EXISTING
FT.	FOOT OR FEET
FIG.	FIGURE
FIN.	FINISH
FF.	FINISHED FLOOR
FS.	FINISHED SURFACE
FG.	FINISHED GRADE
FLG.	FLANGE
FLGD.	FLANGED
FE.	FLANGED END
FH	FIRE HYDRANT
FL.	FLOW LINE
GA.	GAGE OR GAUGE
GAC.	GRANULAR ACTIVATED CARBON
GAL.	GALLON
GALV.	GALVANIZED
G.I.P.	GALV. IRON PIPE
G.M.	GAS METER
G.V.	GATE VALVE
G.B.	GRADE BREAK
GND.	GROUND
H.P.	HIGH POINT
HWY.	HIGHWAY
HORIZ.	HORIZONTAL
HP.	HORSE POWER
IN. OR "	INCH
INCL.	INCLUDING
I.D.	INSIDE DIAMETER
INST.	INSTALL
INC.	INCORPORATED
INT.	INTERIOR
INV.	INVERT
I.P.S.	IRON PIPE SIZE
IX	ION EXCHANGE
LN.	LANE
LAT.	LATITUDE
LT.	LEFT
LG.	LENGTH
L.F.	LINEAR FOOT
LG.	LONG
LGAC.	LIQUID PHASE GRANULAR ACTIVATED CARBON
LONG.	LONGITUDINAL
LL	LOT LINE
LP	LOW POINT
LUB.	LUBRICATED
M.H.	MANHOLE
MHR	MANHOLE RIM
MFR.	MANUFACTURER
MAX.	MAXIMUM
M.S.L.	MEAN SEA LEVEL
M.J.	MECHANICAL JOINTS
MID.	MIDDLE
MI.	MILE
MIN.	MINIMUM
' OR MIN.	MINUTE
MISC.	MISCELLANEOUS
MON.	MONUMENT
NEG.	NEGATIVE
N.	NORTH
N.C.	NORMALLY CLOSED
N/O	NORTH OF
N.I.C.	NOT IN CONTRACT
N.T.S.	NOT TO SCALE
NO. OR #	NUMBER
NOS.	NUMBERS
O.C.	ON CENTER
O.A.E.	OR APPROVED EQUAL
O.D.	OUTSIDE DIAMETER
O.H.	OVER HEAD
PVMT.	PAVEMENT
P.E.	PAD ELEVATION
PLT.	PLATE
PE	PLAIN END
P.A.	PLANTER AREA
PAV'T	PAVEMENT
P.C.C.	POINT OF COMPOUND CURVE OR PORTLAND CEMENT CONCRETE
P.C.	POINT OF CURVE
P.I.	POINT OF INTERSECTION
P.O.S.	POINT OF SLOPE
P.T.	POINT OF TANGENCY
PT.	POINT
P.V.C.	POLYVINYL CHLORIDE
POS.	POSITIVE
LB.	POUND
P.S.I.	POUND PER SQUARE INCH
P.P.	POWER POLE
PVT.	PRIVATE
PROJ.	PROJECT
℄	PROPERTY LINE
PROP.	PROPOSED
R. OR RAD.	RADIUS
RD	RELATIVE DENSITY
RL	RIDGELINE
R.R.	RAILROAD
R.G.	ROUGH GRADE
RY.	RAILWAY
REF.	REFERENCE
REINF.	REINFORCING
R.C.P.	REINFORCED CONC. PIPE
RES.	RESERVOIR
R.W.G.V.	RESILIENT WEDGE GATE VALVE
REV.	REVISION
RT.	RIGHT
R/W	RIGHT-OF-WAY
RD.	ROAD
RS4	SINGLE FAMILY RESIDENCE
" OR SEC.	SECOND
SD	STORM DRAIN
SDR	STANDARD DIMENSION RATIO
SECT.	SECTION
SHC	SODIUM HYPOCHLORITE
SHT.	SHEET
S.	SOUTH
S/O	SOUTH OF
SPEC'S.	SPECIFICATIONS
SQ.	SQUARE
SS	SANITARY SEWER OR STAINLESS STEEL
STD.	STANDARD
STA.	STATION
STL.	STEEL
S.C.C.P.	STL. CYL. CONC. PIPE
SDMH	STORM DRAIN MANHOLE
ST.	STREET
ST. LT.	STREET LIGHT
STR.	STRUCTURAL
S1S1E	SURFACED 1 SIDE & 1 EDGE
S2S1E	" 2 SIDES & 1 EDGE
S1S2E	" 1 SIDE & 2 EDGES
S1E	" 1 EDGE
S1S	" 1 SIDE
S2E	" 2 EDGES
S4S	" 4 SIDES
SYM.	SYMMETRICAL
TMH	TELEPHONE MANHOLE
T.P.	TELEPHONE POLE
TEMP.	TEMPERATURE
TERR.	TERRACE
THD.	THREAD
TOE	TOE OF SLOPE
TC	TOP OF CURB
TF	TOP OF FOOTING
T.G.	TOP OF GRATE
TOP	TOP OF SLOPE
T.P.	TOP OF PLATFORM
T.V.	TOP OF VAULT
TW	TOP OF WALL
TRANS.	TRANSITION
TYP.	TYPICAL
TJ	TYTON JOINT
VERT.	VERTICAL
V.C.P.	VITRIFIED CLAY PIPE
VOC	VOLATILE ORGANIC COMPOUND
W.I.	WROUGHT IRON
WM	WATER METER
WV	WATER VALVE
WT.	WEIGHT
W.	WEST
W/O	WEST OF
W/	WITH
WS	WATER SURFACE

GENERAL NOTES

1. THE CHLORINATION SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS, CURRENT CITY OF RIALTO STANDARDS, AND THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION. ALL WORK SHALL BE SUBJECT TO THE INSPECTOR'S ACCEPTANCE AS A CONDITION OF COMPLETION OF WORK BY THE CONTRACTOR. IN ADDITION, ALL TRENCH BACKFILL, A.C. PAVING, AND CONCRETE REPLACEMENT SHALL BE SUBJECT TO THE ENGINEER'S ACCEPTANCE AS A CONDITION OF COMPLETION OF WORK BY THE CONTRACTOR.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. THE CONTRACTOR SHALL VERIFY SITE CONDITIONS AND MAKE NECESSARY POT HOLES, AND NOTIFY THE VARIOUS UTILITIES TO MAKE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. ANY DELAY OR INCONVENIENCE CAUSED BY THE CONTRACTOR IN THE RELOCATION OF VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT, NO EXTRA COMPENSATION WILL BE ALLOWED. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR COST INCURRED DUE TO DAMAGE AND REPLACEMENT OF SAID UTILITIES.
3. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR DISCREPANCIES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. THE ENGINEER SHALL BE CONSULTED TO MAKE ANY/ALL REQUIRED INTERPRETATIONS OF THE PLANS, HOWEVER, THIS IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY FOR CONSTRUCTING THE PROJECT TO ACCOMPLISH THE INTENT OF THE PLANS. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO A FAILURE TO GIVE SUCH NOTIFICATION.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH OTHER SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH CONSTRUCTION OPERATIONS.
5. ALL CONTRACTOR AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED.
6. ALL CONTRACTOR AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATION" OF THE U.S. DEPARTMENT OF LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS."
7. CONTRACTOR SHALL SUBMIT "AS-BUILT" CHLORINATION SYSTEM PLANS TO THE OWNER.
8. THE CONTRACTOR MUST HAVE A VALID CLASS "A" GENERAL CONTRACTORS LICENSE.
9. CONTRACTOR SHALL OBTAIN CONSTRUCTION PERMITS FROM THE CITY OF RIALTO PRIOR TO BEGINNING ANY WORK IN THEIR PUBLIC RIGHT OF WAY.
10. THE CONTRACTOR SHALL NOTIFY RESPECTIVE CITY, PUBLIC WORKS DEPARTMENT FIVE (5) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION AND AT LEAST TWO (2) WORKING DAYS NOTICE WHEN INSPECTIONS OR ENGINEERING JUDGEMENTS BECOME NECESSARY AS SET FORTH IN THE STANDARDS.
11. ALL PERMIT WORK SHALL CONFORM TO PERMIT REQUIREMENTS AT ALL TIMES. THE PLANS, SPECIFICATIONS AND ALL NECESSARY PERMITS REQUIRED BY THE OWNER AND THE RESPECTED CITY SHALL BE ON THE JOB SITE AT ALL TIMES.
12. ALL WORK WHICH IS NOT IN THE PUBLIC RIGHT OF WAY SHALL BE DONE AT THE LEAST INCONVENIENCE TO THE PROPERTY OWNER, CONTRACTOR SHALL MINIMIZE DAMAGE TO EXISTING LANDSCAPING. ALL PRIVATE OR PUBLIC WALLS, FENCES, SOILS REMOVED FOR THE CONSTRUCTION OF THE CHLORINATION SYSTEM SHALL BE REPLACED TO MATCH EXISTING. CONTRACTOR SHALL FILL ALL TURF & LANDSCAPED AREAS TO ORIGINAL GRADE TO ORIGINAL CONDITION.
13. SHUT DOWN OF EXISTING TRANSMISSION MAINS SHALL BE LIMITED TO TWO (2) HOURS MAXIMUM, UNLESS DIRECTED OTHERWISE BY THE OWNER.
14. CONNECTIONS TO EXISTING WATER LINES SHALL BE DONE ONLY IN THE PRESENCE OF THE WATER COMPANY INSPECTOR OR ITS DESIGNATED PERSONNEL.
15. ALL PRESSURE TESTS SHALL BE APPROVED BY THE OWNER'S INSPECTOR PRIOR TO PLACEMENT OF PERMANENT RESURFACING.
16. DISCHARGE OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR, PARTS 117 AND 302.
17. POTENTIAL POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO: WASTES GENERATED DURING DRILLING ACTIVITIES, SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PLANT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPER-CHLORINATED POTABLE WATER LINE FLUSHING.
18. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
19. CONTRACTOR SHALL NOTIFY ENGINEER TWO WORKING DAYS IN ADVANCE OF ANY DISPOSAL ACTIVITIES.

DIAL 811 DIGALERT — UNDERGROUND SERVICE ALERT

PLAY IT SAFE. DIAL BEFORE YOU DIG!

AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

REGISTERED PROFESSIONAL ENGINEER — BRYAN C. PAINE — No. C64334 — Exp. 06/30/21 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:

AECOM
999 TOWN & COUNTRY ROAD
ORANGE, CA 92868
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE
CHLORINATION SYSTEM INSTALLATION

REV 9

SCALE	DESIGNED BY	DRAWN BY	DRAWING NUMBER	SHEET
AS SHOWN	B. PAINE	D. LAFRANCE	AS SHOWN	2
DATE	CHECKED	APPROVED	JOB NUMBER	
FEBRUARY 2020	J. ZIMMERLE	J. ZIMMERLE	60438759	

GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS

DWG NO. G-2

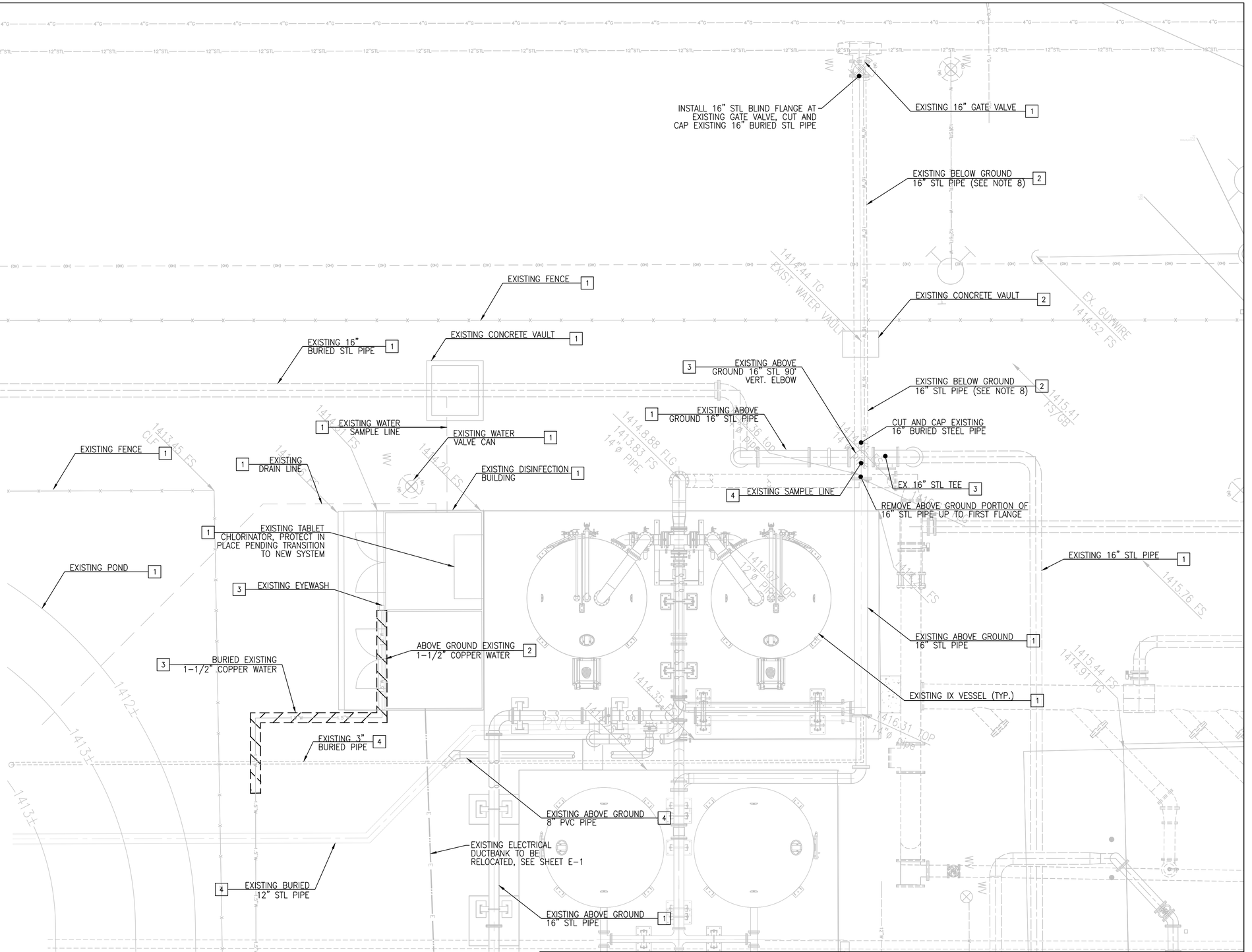
\\USGRAFPLW001.NA.ACCOMNET.COM\ORANGE\DOCS\PROJECTS\ENV\60438759 RIFF RIALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\G-2.DWG (02-11-20, 11:12:47AM)

DISPOSITION NOTES

1. PROTECT–IN–PLACE
2. ABANDON–IN–PLACE, REMOVE INTERFERING PORTIONS AS REQUIRED
3. REMOVE IN ITS ENTIRETY
4. RELOCATE AS REQUIRED PER OWNER'S DIRECTION

DEMOLITION NOTES

1. ALL FACILITIES NOT SPECIFICALLY IDENTIFIED TO BE REMOVED SHALL BE PROTECTED–IN–PLACE.
2. THE CONTRACTOR SHALL PROMPTLY NOTIFY ALL APPLICABLE UTILITY PROVIDERS PRIOR TO THE COMMENCEMENT OF ANY DEMOLITION WORK.
3. THIS PLAN MAY NOT SHOW ALL EXISTING ON–SITE UTILITIES AND/OR EXISTING SUBSTRUCTURES. CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDERS PRIOR TO DETERMINE LOCATION OF ON–SITE STRUCTURES.
4. CONTRACTOR TO DOCUMENT EXISTING CONDITION OF SURROUNDING FACILITIES PRIOR TO THE COMMENCEMENT OF DEMOLITION WORK.
5. ALL DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL BE DONE IN ACCORDANCE WITH APPLICABLE REGULATIONS, ORDINANCES, AND CODES.
6. STREETS, PROPERTY ACCESS, STORM DRAINS, AND SEWERS SHALL REMAIN OPEN AND OPERABLE AT ALL TIMES.
7. MATERIALS RESULTING FROM DEMOLITION SHALL BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED, DEBRIS AT THE SITE SHALL NOT BE ALLOWED TO ACCUMULATE.
8. CONTRACTOR SHALL ABANDON UNDERGROUND PIPING DESIGNATED HERON BY CUTTING AND CAPPING THE PIPE AND FILLING WITH 2–SACK SAND–CEMENT SLURRY.



DIAL 811 DIGALERT UNDERGROUND SERVICE ALERT

PLAY IT SAFE. DIAL BEFORE YOU DIG! AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

REGISTERED PROFESSIONAL ENGINEER BRYAN C. PAINE No. C64334 Exp. 06/30/21 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:

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ORANGE, CA 92868
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GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE
CHLORINATION SYSTEM INSTALLATION

REV 9

SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	SHEET 3
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	

DEMOLITION PLAN

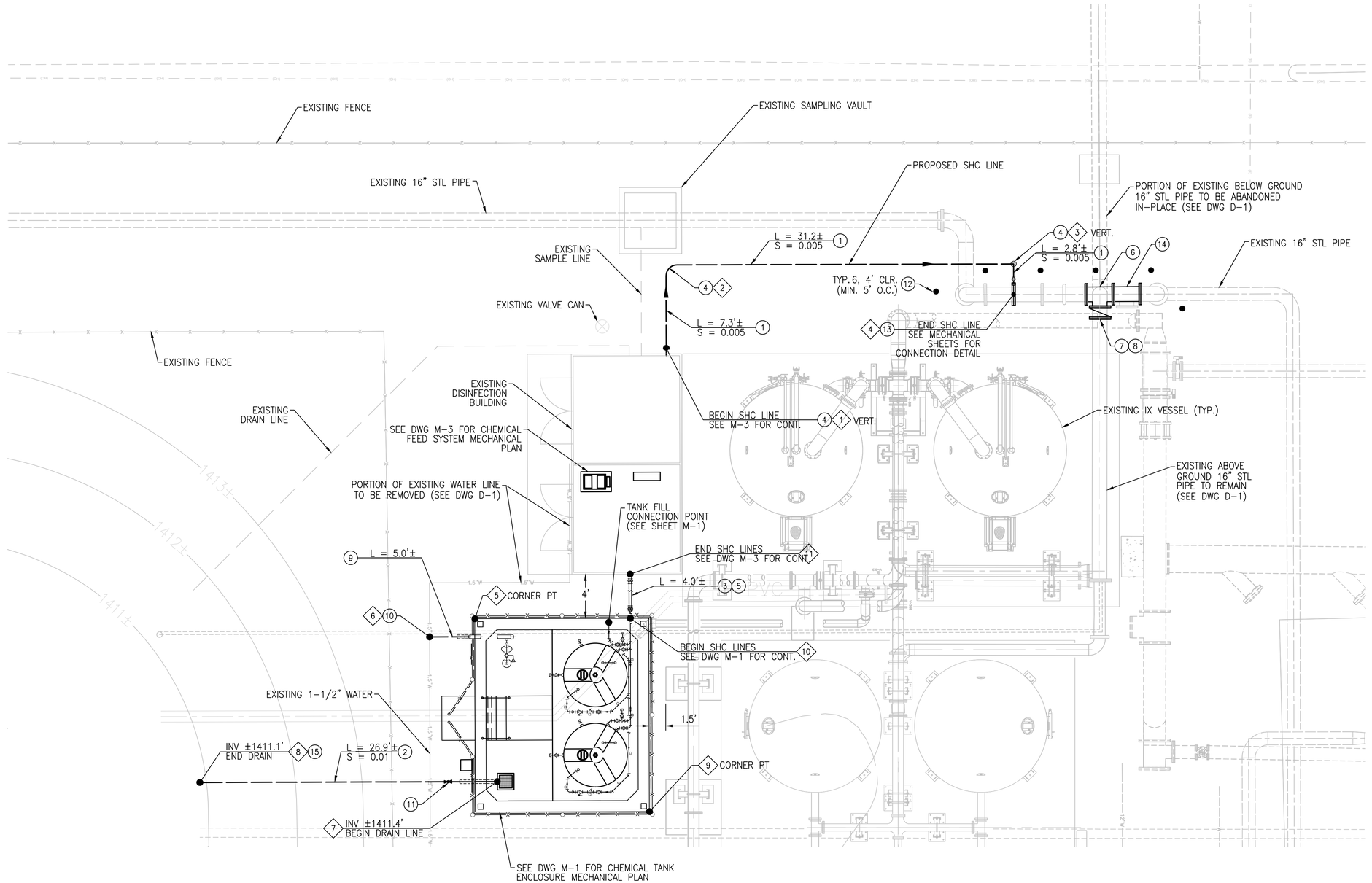
DWG NO. D-1

\\USGRAFPLW001.NA.ACCOMNET.COM\ORANGE\DOCS\PROJECTS\ENV\60438759 RFF RIALTO TREATMENT\900–CAD–GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\D–1.DWG (02–11–20, 11:14:11AM)

POINT TABLE		
POINT	NORTHING	EASTING
1	1868668.83	6743016.72
2	1868669.13	6743009.46
3	1868700.28	6743009.17
4	1868700.28	6743011.99
5	1868651.46	6743041.14
6	1868647.35	6743042.77
7	1868653.46	6743055.89
8	1868626.53	6743055.89
9	1868667.21	6743058.64
10	1868665.52	6743041.14
11	1868665.52	6743037.14

CONSTRUCTION NOTES

1. INSTALL 1-1/2" SCH. 80 CPVC WITH 1/2" TEFLON TUBING SHC LINE PER DETAIL 3, DWG C-2, 30" MIN COVER
2. 4" SCH 80 PVC DRAIN LINE, 30" MIN COVER
3. 3/4" SCH. 80 CPVC RECIRCULATION LINE, 30" MIN COVER
4. INSTALL 1-1/2" SCH. 80 CPVC 90° LONG RADIUS ELBOW WITH 1/2" TEFLON TUBING
5. 3/4" SCH. 80 CPVC METERING PUMP SUCTION, 30" MIN COVER
6. INSTALL 16" SCH. 40 STL TEE, FE X FE X FE
7. INSTALL 16" WAFER STYLE CHECK VALVE, FE X FE
8. INSTALL 16" SLIP-ON WELDING FLANGE
9. INSTALL 1-1/2" TYPE K WITH TAPE COAT, HARD OR SOFT ANNEALED, COPPER PIPE WATER LINE PER DETAIL 3, DWG C-2, 30" MIN COVER
10. INSTALL 1-1/2" TYPE K WITH TAPE COAT, HARD OR SOFT ANNEALED COPPER TEE WITH PLUG
11. INSTALL 4" CPVC GATE VALVE, SPEARS 2023-040C WITH TN-040 2" OPERATOR NUT (OR APPROVED EQUAL), AND TRAFFIC RATED VALVE BOX PER DETAIL 1, DWG C-2
12. INSTALL PIPE BOLLARD PER DETAIL 2, DWG C-2
13. 16" DIA SS WAFER STYLE STATIC MIXER WITH INJECTION PORT AT TOP, WESTFALL 2800 SERIES OR APPROVED EQUAL, PER DETAIL 5, DWG M-3
14. INSTALL 16" SCH. 40 STL PIPE SPOOL, FE X FE
15. INSTALL 4" TIDEFLEX DUCK BILL CHECK VALVE, SERIES TF-1, 316 SS CLAMPS, OR APPROVED EQUAL



GENERAL NOTE

1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING PIPING AND APPURTENANCES SHOWN HEREON AND INFORM THE ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING ANY WORK.

DIAL 811 UNDERGROUND SERVICE ALERT
DIGALERT
PLAY IT SAFE. DIAL BEFORE YOU DIG!
AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

N
0 2.5' 5' 10'
0 1" 2"

REGISTERED PROFESSIONAL ENGINEER
BRYAN C. PAINE
No. C64334
Exp. 06/30/21
CIVIL
STATE OF CALIFORNIA

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999 TOWN & COUNTRY ROAD
ORANGE, CA 92868
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION

REV 9

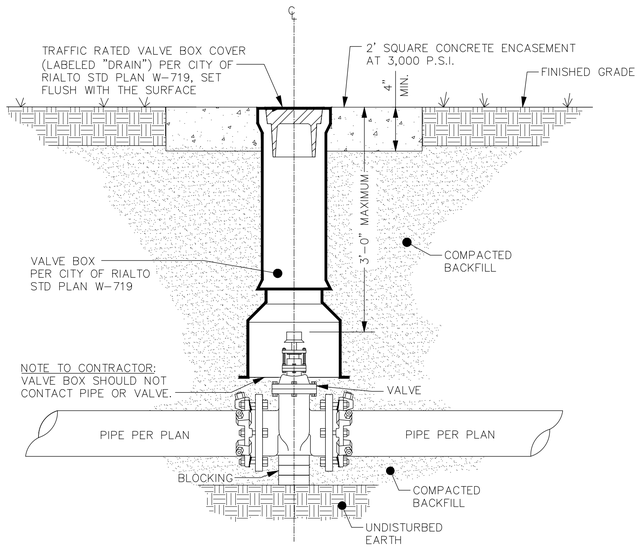
SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759

SHEET 4

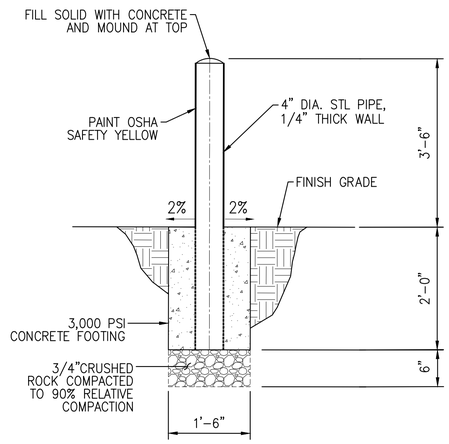
CIVIL PIPING PLAN

DWG NO. C-1

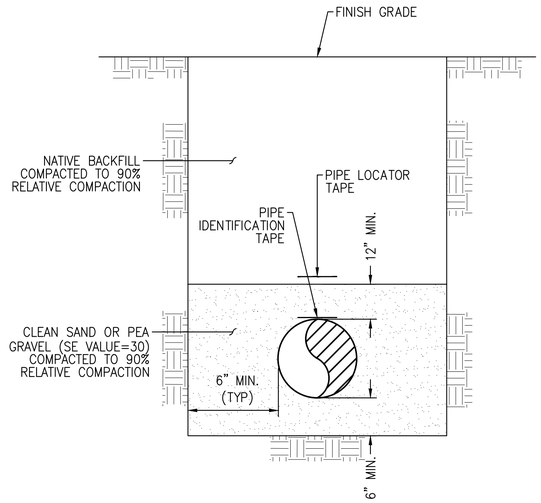
\\ORANGE.NA.AECOMNET.COM\ORANGE\DCS\PROJECTS\ENV\60438759 RFF RIALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\C-1.DWG (02-12-20, 3:51:08PM)



VALVE BOX 1 -
NOT TO SCALE



BOLLARD POST 2 -
NOT TO SCALE



PIPE TRENCH 3 -
NOT TO SCALE

DIAL 811
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DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759

CIVIL DETAILS

REV 9
SHEET 5
DWG NO. C-2

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GENERAL STRUCTURAL NOTES

THESE NOTES SHALL APPLY UNLESS SHOWN/INDICATED OTHERWISE ELSEWHERE ON THE STRUCTURAL DRAWINGS.

GENERAL

1. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE 2019 CALIFORNIA BUILDING CODE (CBC), BASED UPON THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE (IBC). WHERE CONFLICTS BETWEEN BUILDING CODES AND SPECIFICATIONS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN. ALL ASTM DESIGNATIONS REFERRED TO ON THESE DRAWINGS SHALL BE THE LATEST ADOPTED OR REVISED SPECIFICATION, AS OF THE DATE OF THESE DRAWINGS.

2. THE STRUCTURAL DRAWINGS ARE TO BE USED IN CONJUNCTION WITH CIVIL AND MECHANICAL DRAWINGS. NO PORTION OF STRUCTURAL RELATED WORK, INCLUDING SHOP DRAWING DEVELOPMENT, SHALL BE PERFORMED WITHOUT CONSIDERING REQUIREMENTS OF CONTRACT DOCUMENTS IN THEIR ENTIRETY.

3. NEITHER THE OWNER NOR THE STRUCTURAL ENGINEER WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND BRACING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS. SITE OBSERVATION VISITS BY THE STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE SAFETY ITEMS. IF A LAWSUIT IS FILED BY ONE OF THE CONTRACTOR'S OR SUBCONTRACTOR'S EMPLOYEES, OR ANY ONE ELSE, THE CONTRACTOR WILL INDEMNIFY, DEFEND AND HOLD THE OWNER AND AECOM, THEIR PARENT AND SUBSIDIARY COMPANIES HARMLESS OF ANY AND ALL SUCH CLAIMS.

4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL WALLS, ETC. ARE ADEQUATELY BRACED AND SHORED DURING CONSTRUCTION. ALL BRACING/SHORING SHALL BE DESIGNED BY A REGISTERED ENGINEER HIRED BY THE CONTRACTOR. NO BACKFILL OR LOADING OF CONCRETE WALLS SHALL OCCUR UNTIL CONCRETE HAS REACHED ITS 28-DAY COMPRESSIVE STRENGTH.

5. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING WORK. SHOULD CONDITIONS EXIST WHICH ARE CONTRARY TO THOSE SHOWN ON PLANS, THE ENGINEER SHALL BE NOTIFIED IN WRITING BEFORE PROCEEDING WITH WORK.

6. UNLESS DETAILED, SPECIFIED, OR INDICATED OTHERWISE, CONSTRUCTION SHALL BE AS INDICATED IN THE APPLICABLE TYPICAL DETAILS AND THESE GENERAL NOTES. TYPICAL DETAILS ARE MEANT TO APPLY EVEN THOUGH NOT REFERENCED AT SPECIFIC LOCATIONS ON DRAWINGS WHERE THEY OCCUR.

7. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS AND METHODS TO ACCOMPLISH THE CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKERS AND PEDESTRIANS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, TEMPORARY STRUCTURES, AND PARTIALLY COMPLETED WORK, ETC. OBSERVATION VISITS TO THE SITE BY THE ENGINEER SHALL NOT BE CONSIDERED AS INSPECTION OF SUCH ITEMS.

8. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALES SHOWN ON DRAWINGS.

9. ALL WORK SHALL CONFORM TO THE PLANS AND SPECIFICATIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.

10. THE STRUCTURAL DRAWINGS SHOW ONLY THE STRUCTURAL REQUIREMENTS. REFER TO CIVIL AND MECHANICAL DRAWINGS FOR NON-STRUCTURAL ITEMS, SUCH AS:

    A. SIZE AND LOCATION OF ALL OPENINGS.
    B. SIZE AND LOCATION OF ALL CONCRETE CURBS, WALKS, FLOOR DRAINS, ETC.
    C. DIMENSIONS WHICH ARE NOT SHOWN ON STRUCTURAL DRAWINGS.

11. CONSTRUCTION MATERIALS SHALL BE EVENLY DISTRIBUTED IF PLACED ON FRAMED FLOORS OR ROOF. LOAD SHALL NOT EXCEED DESIGN LIVE LOAD FOR EACH PARTICULAR LEVEL. WHEN WEIGHT OF MATERIALS OR EQUIPMENT MAY EXCEED DESIGN LOAD, STRUCTURAL SYSTEMS SHALL BE SHORED.

12. SOIL PROPERTIES, ALLOWABLE DESIGN VALUES, GRADING AND COMPACTION REQUIREMENTS AS PER GEOTECHNICAL EXPLORATION REPORT BY LEIGHTON CONSULTING, INC, PROJECT NO. 11107.001 DATED NOVEMBER 18, 2015. THIS REPORT SHALL BE CONSIDERED A PART OF THESE PLANS AND SHALL BE KEPT AT THE JOB SITE AT ALL TIMES. A COPY OF THIS REPORT IS AVAILABLE FOR REVIEW IN THE ENGINEER'S OFFICE.

13. CONTRACTOR SHALL VERIFY LOCATION OF ALL SITE UTILITIES PRIOR TO STARTING WORK, BOTH ABOVE GROUND AND BELOW GROUND, WHICH MAY BE IMPACTED BY THE WORK SHOWN ON THESE DRAWINGS. ANY CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

14. ALL ITEMS SHOWN ON THESE PLANS ARE NEW UNLESS NOTED (E), EXIST. OR EXISTING.

REINFORCING STEEL

1. REINFORCEMENT FOR CONCRETE SHALL BE DEFORMED BARS CONFORMING TO ASTM SPECIFICATION A615 (A706/A706M FOR WELDED REINFORCING). GRADE 60 STEEL SHALL BE USED EXCEPT THAT #3 BARS AND SMALLER MAY BE GRADE 40 STEEL.

2. WIRE MESH SHALL CONFORM TO ASTM A1064. LAP 12" WHERE SPLICED.

3. ALL REINFORCEMENT, ANCHOR BOLTS, AND OTHER ANCHORAGES PLACED IN CONCRETE SHALL BE ACCURATELY PLACED AND POSITIVELY SECURED AND SUPPORTED BY CONCRETE BLOCKS, METAL CHAIRS, SPACERS, OR METAL HANGERS, AND SHALL BE IN POSITION BEFORE CONCRETE PLACING OR GROUTING IS BEGUN. DETAILING AND PLACING OF BARS SHALL CONFORM TO THE ACI MANUAL OF STANDARD PRACTICES.

4. BARS SPECIFIED AS "CONTINUOUS" SHALL EXTEND THE FULL LENGTH OF THE MEMBER CONTAINING THEM AND MAY BE SPLICED (UNLESS NOTED OR SHOWN WITHOUT SPLICES ON THE PLANS). IN CONCRETE, PROVIDE LAPS PER DETAIL 3 ON DRAWING S-6. STAGGER ALL SPLICES.

5. DOWELS SHALL BE PROVIDED AT ALL POUR JOINTS AND SHALL BE THE SAME SIZE AND SPACING AS REINFORCING DIRECTLY BEYOND POUR JOINTS.

6. ALL REINFORCING BAR BENDS SHALL BE MADE COLD, UNLESS OTHERWISE PERMITTED BY THE ENGINEER. REBENDING OF BARS IS NOT PERMITTED.

7. WELDING OF REINFORCING STEEL, METAL INSERTS AND CONNECTIONS IN REINFORCED CONCRETE OR MASONRY CONSTRUCTION SHALL CONFORM TO ANSI/AWS D1.4-11. USE LOW HYDROGEN E-70 SERIES ELECTRODES FOR WELDING OF REINFORCING BARS. CONTINUOUS INSPECTION IS REQUIRED OF ALL FIELD WELDING IN ACCORDANCE WITH CBC CHAPTER 17.

8. THE SPECIFIED DIMENSIONS OF THE VERTICAL LEGS OF "L" DOWELS, WHOSE HORIZONTAL LEGS ARE CAST INTO A FOOTING OR SLAB CAST ON TOP OF EARTH, ARE BASED UPON THE SLAB THICKNESS AS SHOWN ON THE DRAWINGS. IF A SLAB IS POURED THICKER THAN SHOWN ON THE DRAWINGS, SUCH AS FOR THE SUBGRADE OCCURRING AT A LOWER ELEVATION THAN SHOWN, THE VERTICAL LEGS MUST BE FABRICATED TO A LONGER LENGTH OR THE HORIZONTAL TAILS MUST BE SUPPORTED ABOVE SUBGRADE HIGH ENOUGH TO PROVIDE THE SAME AMOUNT OF LAP LENGTH BETWEEN THE DOWEL AND THE WALL VERTICAL REINFORCING.

9. CONDUIT AND PIPING SHALL BE FABRICATED AND INSTALLED SO THAT CUTTING, BENDING, OR DISPLACEMENT OF REINFORCEMENT FROM ITS SPECIFIED LOCATION WILL NOT BE REQUIRED. (REF. ACI 318-14, SECTION 26.8.2).

CONCRETE

1. AGGREGATES FOR CONCRETE SHALL CONFORM TO ASTM C33. CONCRETE f'c AT 28 DAYS SHALL BE AS NOTED BELOW. REQUIRED AVERAGE COMPRESSIVE STRENGTH (f'cr) SHALL BE IN ACCORDANCE WITH ACI 301-16, ARTICLE 4.2.3.

CONCRETE SCHEDULE

ITEMS	28 DAY COMPRESSIVE CYLINDER STRENGTH	
	2500 PSI	4000 PSI
ALL CONCRETE, U.N.O.		X
PIPE BLOCKS AND APPURTENANCES, ELECTRICAL EQUIPMENT PADS, PIPE ENCASEMENTS, DUCT BANKS		X
CURB AND GUTTER, SIDEWALKS, MISC. SITE WORK	X	

2. CEMENT FOR CONCRETE SHALL BE TYPE II PORTLAND CEMENT CONFORMING TO ASTM C150.

3. READY MIXED CONCRETE SHALL CONFORM TO ASTM C94.

4. CONCRETE COVER FOR REINFORCING BARS SHALL BE:
   CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH = 3"
   EXPOSED TO EARTH OR WEATHER: = 2"

5. DRYPACK SHALL BE 1 PART CEMENT AND 3 PARTS SAND (BY VOLUME).

6. NO PIPES OR DUCTS SHALL BE PLACED IN STRUCTURAL CONCRETE UNLESS SPECIFICALLY DETAILED. SEE MECHANICAL AND/OR ELECTRICAL DRAWINGS FOR LOCATION OF SLEEVES THROUGH WALLS AND FLOORS.

7. REFER TO DRAWING DETAILS FOR ALL MOLDS, GROOVES, CLIPS, GROUNDS, ORNAMENTS AND OTHER INSERTS TO BE CAST IN CONCRETE.

8. THE LOCATION OF ALL CONSTRUCTION JOINTS NOT SPECIFICALLY NOTED OR SHOWN SHALL BE APPROVED BY THE STRUCTURAL ENGINEER.

9. "ROUGHENED SURFACES", WHERE SPECIFIED ON THE DRAWINGS, SHALL BE MECHANICALLY ROUGHENED SUCH THAT A 1/4"± AMPLITUDE IS ACHIEVED BETWEEN HIGH AND LOW SPOTS OF THE ROUGHENED SURFACE. THE SURFACE SHALL BE CLEAN AND FREE OF LAITANCE.

10. ALL SLABS SHALL HAVE A TROWEL FINISH EXCEPT AS NOTED ON THE DRAWINGS.

11. PROVIDE 3/4" CHAMFER AT ALL EXPOSED (I.E., NOT BURIED OR CONCEALED FROM VIEW OR ACCESS) CONCRETE EDGES AND CORNERS.

STEEL

1. ALL STRUCTURAL AND MISCELLANEOUS STEEL SHALL BE ASTM A36 UNLESS NOTED OTHERWISE AND SHALL BE FABRICATED IN ACCORDANCE WITH THE AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS. SPECIAL INSPECTION SHALL BE PROVIDED FOR ALL STRUCTURAL STEEL UNLESS FABRICATION IS PERFORMED ON THE PREMISES OF A FABRICATOR REGISTERED AND APPROVED TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION, IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND SECTION 1704.2.5.1 OF THE 2019 CBC. AT THE COMPLETION OF FABRICATION, THE APPROVED FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE TO THE CITY BUILDING OFFICIAL AND TO THE ENGINEER STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

2. ALL WIDE FLANGE SECTIONS (W SHAPES) SHALL CONFORM TO ASTM A992, Fy = 50 KSI.

3. STEEL TUBES SHALL CONFORM TO ASTM A500, GRADE B OR BETTER, UNLESS NOTED OTHERWISE.

4. STEEL PIPES SHALL CONFORM TO ASTM A53, GRADE B.

5. BOLTS SHALL CONFORM TO ASTM A307 OR BETTER, UNLESS NOTED OTHERWISE.

6. HOLES FOR BOLTS IN STEEL SHALL BE OF SAME DIAMETER AS BOLT +1/16" MAXIMUM. CONNECTED MEMBERS SHALL BEAR ONLY UPON UNTHREADED PORTIONS OF BOLTS.

7. ALL WELDING SHALL BE SHIELDED ARC TYPE IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICAN WELDING SOCIETY CODE D1.1, AND SHALL BE PERFORMED BY A CERTIFIED WELDER IN A FABRICATION SHOP REGISTERED AND APPROVED IN ACCORDANCE WITH STEEL NOTE 1 ABOVE. CONTINUOUS INSPECTION IS REQUIRED OF ALL FIELD WELDING IN ACCORDANCE WITH AISC 360, SECTION N5.4.

8. NO STRUCTURAL STEEL MEMBER SHALL BE CUT FOR PIPES, DUCTS, ETC. UNLESS SPECIFICALLY DETAILED AND APPROVED BY THE STRUCTURAL ENGINEER.

9. STAINLESS STEEL SHALL CONFORM TO ASTM A276/AISI 316. STAINLESS STEEL BOLTS AND THREADED RODS SHALL CONFORM TO ASTM F593. STAINLESS STEEL NUTS SHALL CONFORM TO ASTM F594.

10. WELDING OF STAINLESS STEEL SHALL CONFORM TO STRUCTURAL WELDING CODE - STAINLESS STEEL, ANSI/AWS D1.6-07

11. WHERE SPECIFIED, USE OF HIGH-STRENGTH BOLTS SHALL CONFORM TO THE PROVISIONS OF THE "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS" APPROVED BY THE RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS OF THE ENGINEERING FOUNDATION (RCSC). SPECIAL INSPECTION OF HIGH-STRENGTH BOLT CONNECTIONS IS REQUIRED.

12. ALL CARBON STEEL EXPOSED TO WEATHER OR DAMP/WET CONDITION SHALL BE HOT DIP GALVANIZED IN ACCORDANCE WITH ASTM A123, A153, A385 AFTER FABRICATION. REPAIR/TOUCHUP OF GALVANIZING SHALL BE IN ACCORDANCE WITH ASTM A780. ALL OTHER CARBON STEEL SHALL RECEIVE TWO COATS OF SHOP APPLIED PRIMER AND BE COATED IN ACCORDANCE WITH THE SPECIFICATIONS.

13. ANCHOR RODS SHALL CONFORM TO ASTM F1154, GRADE 36.

CONTRACTOR PROVIDED STRUCTURAL DESIGNS

CONTRACTOR SHALL PROVIDE DESIGN BY A LICENSED ENGINEER FOR EACH OF THE FOLLOWING:

1. ROOF CANOPY, CANOPY SUPPORT COLUMNS, LATERAL BRACING AND THEIR ANCHORAGES

2. CHEMICAL STORAGE TANKS

3. CHEMICAL STORAGE TANKS AND EQUIPMENT ANCHORAGE (SEE CHEMICAL STORAGE TANKS AND EQUIPMENT ANCHORAGE NOTES BELOW

CHEMICAL STORAGE TANK AND EQUIPMENT ANCHORAGE

1. ANCHORAGE FOR CHEMICAL STORAGE TANKS AND OTHER EQUIPMENT SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT CALCULATIONS AND SHOP DRAWINGS SIGNED AND STAMPED BY A CALIFORNIA LICENSED CIVIL OR STRUCTURAL ENGINEER PRIOR TO FABRICATION.

2. TANK ANCHORS SHALL BE ASTM F1554, GRADE 36 CAST-IN-PLACE ANCHOR BOLTS OR THREADED ROD ADHESIVE ANCHORS UNLESS NOTED OTHERWISE. ANCHORS FOR OTHER EQUIPMENT SHALL BE 316 STAINLESS STEEL CAST-IN-PLACE ANCHOR BOLTS OR THREADED ROD ADHESIVE ANCHORS, UNLESS NOTED OTHERWISE. EXPANSION ANCHORS MAY NOT BE USED FOR THE ANCHORAGE.

3. TANK AND VESSEL ANCHORS SHALL BE DESIGNED IN ACCORDANCE WITH ASCE 7-16 SECTION 15.7.5 AND ACI 318-14 CHAPTER 17. IN SEISMIC DESIGN CATEGORY C, D, E, AND F, THE ANCHOR EMBEDMENT INTO THE CONCRETE SHALL BE DESIGNED TO DEVELOP THE STEEL STRENGTH OF THE ANCHOR IN TENSION DETERMINED IN ACCORDANCE WITH ACI 318, EQ. 17.4.1.2. THE ANCHOR SHALL HAVE A MINIMUM GAUGE LENGTH OF EIGHT DIAMETERS. POST-INSTALLED ANCHORS ARE PERMITTED TO BE USED IN ACCORDANCE WITH ASCE 7-16 SECTION 15.4.9.3 PROVIDED THAT THE ANCHOR EMBEDMENT INTO THE CONCRETE IS DESIGNED TO DEVELOP THE STEEL STRENGTH OF THE ANCHOR IN TENSION. LOAD COMBINATIONS INCLUDING OVERSTRENGTH ARE NOT TO BE USED TO SIZE THE ANCHOR BOLTS FOR TANKS AND HORIZONTAL AND VERTICAL VESSELS.

ADHESIVE ANCHORS (HILTI)

1. ADHESIVE ANCHORS SHALL BE "HILTI HIT-RE 500 V3" ADHESIVE ANCHORS FOR CONCRETE AS MANUFACTURED BY HILTI, INC.

2. ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH ICC EVALUATION REPORT No. 3814 FOR CONCRETE.

3. SPECIAL INSPECTION PER CHAPTER 1704.13 OF THE CBC SHALL BE PROVIDED DURING ANCHOR INSTALLATION.

4. AN ALTERNATIVE ADHESIVE ANCHOR PRODUCT MAY BE SUBMITTED TO THE ENGINEER FOR APPROVAL, PROVIDED THAT IT HAS A CURRENT ICC EVALUATION REPORT APPROVAL.

5. ALL ABANDONED HOLES SHALL BE FILLED WITH A DRYPACK GROUT WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 5,000 PSI. THE FILLED HOLE(S) SHALL BE PREPARED AND CLEANED AS REQUIRED BY THE GROUT MANUFACTURER.

6. LOCATE EXISTING REINFORCING USING A NON-DESTRUCTIVE METHOD (PACHOMETER OR OTHER), PRIOR TO DRILLING HOLES FOR ANCHORS. MAINTAIN A MINIMUM CLEARANCE OF 1" BETWEEN THE REINFORCEMENT AND THE ANCHOR.

7. CONCRETE IN WHICH ADHESIVE ANCHORS ARE INSTALLED SHALL HAVE A MINIMUM AGE OF 21 DAYS AT TIME OF ANCHOR INSTALLATION.

8. ADHESIVE ANCHORS IN MASONRY SHALL HAVE A MINIMUM EDGE DISTANCE AND BOLT SPACING OF 4 INCHES.

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REGISTERED PROFESSIONAL ENGINEER DALE E. WAH No. 25827 STRUCTURAL STATE OF CALIFORNIA
1/17/20

PLANS PREPARED BY:
AECOM
999 TOWN & COUNTRY ROAD
ORANGE, CA 92868
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION

REV 9

SCALE	AS SHOWN	DESIGNED BY	D. KUANG	DRAWN BY	T. NGUYEN	DRAWING NUMBER	AS SHOWN
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759

SHEET 6

GENERAL STRUCTURAL NOTES

DWG NO. S-1

\\USORAFFILW001.NA.AECOMNET.COM\ORANGE\DCS\PROJECTS\ENV\60438759 RFF RIALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM\PROJECT\SHEETS\S-1 GENERAL STRUCTURAL NOTES.DWG (02-11-20 12:58:17PM)

STRUCTURAL ABBREVIATIONS

&	AND
@	AT
#	NUMBER
ø	DIAMETER
AB	ANCHOR BOLT
ABS	ANCHOR BOLTS
ACI	AMERICAN CONCRETE INSTITUTE
ADJ	ADJACENT
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
AISI	AMERICAN IRON AND STEEL INSTITUTE
ALUM	ALUMINUM
ALT	ALTERNATE
APROX	APPROXIMATE
ARCH	ARCHITECTURAL
ASCE	AMERICAL SOCIET OF CIVIL ENGINEERS
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWS	AMERICAN WELDING SOCIETY
BLKG	BLOCKING
BLDG	BUILDING
BM	BEAM
BOT	BOTTOM
BRG	BEARING
BS	BOTH SIDES
BTWN	BETWEEN
C	CHANNEL
CALC'S	CALCULATIONS
CBC	CALIFORNIA BUILDING CODE
CC,C/C	CENTER-TO-CENTER
CF	CUBIC FOOT
CI	CAST-IRON
CJ	CONSTRUCTION JOINT
CJP	COMPLETE JOINT PENETRATION
℄	CENTERLINE
CLG	CEILING
CLK(G)	CAULK(ING)
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
CNJ	CONTROL JOINT
CNTR	CENTER
COL	COLUMN
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
C.S.	CARBON STEEL
DBL	DOUBLE
DEPT	DEPARTMENT
DET	DETAIL
DIA	DIAMETER
DIM	DIMENSION
DL	DEAD LOAD
DN	DOWN
DO	DITTO
DIV	DIVISION
DR	DOOR
DWG(S)	DRAWINGS
DWL	DOWEL
(E)	EXISTING
EA	EACH
EF	EACH FACE
EJ	EXPANSION JOINT
EL	ELEVATION
EMBED	EMBEDMENT
EQ	EQUAL
EQUIP	EQUIPMENT
ES	EACH SIDE
EW	EACH WAY
EXP	EXPANSION
EXT	EXTERIOR
(F)	FUTURE
FD	FLOOR DRAIN
FDN	FOUNDATION
FF	FINISH FLOOR
FIN	FINISH
FLR	FLOOR
FNDN/FDN	FOUNDATION
FO_	FACE OF _____
FRMG	FRAMING
FRP	FIBERGLASS REINFORCED PLASTIC
FT	FOOT/FEET
FTG	FOOTING
GA	GAGE/GAUGE
GALV	GALVANIZED
GI	GALVANIZED IRON
GRD	GRADE
HDG	HOT DIP GALVANIZED
HDR	HEADER
(H)/HORIZ	HORIZONTAL
HM	HOLLOW METAL
HP	HIGH POINT
HSB	HIGH STRENGTH BOLT
HSS	HOLLOW STRUCTURAL SECTION
HT	HEIGHT
HVAC	HEATING,VENTILATION,&AIR CONDITIONING
IBC	INTERNATIONAL BUILDING CODE
ICC	INTERNATIONAL CODE COUNCIL
ID	INSIDE DIAMETER
IF	INSIDE FACE
IN	INCH
INT	INTERIOR
JST	JOIST
JT	JOINT
KIP	1,000 POUNDS
KSI	KIPS PER SQUARE INCH
∠	ANGLE
LB(S)	POUNDS
LB/SF	POUND(S) PER SQUARE FOOT
LF	LINEAR FOOT
LG	LONG
LL	LIVE LOAD
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LLBB	LONG LEG BACK-TO-BACK
LONGIT	LONGITUDINAL
LP	LOW POINT
LW	LIGHT WEIGHT
MAS	MASONRY
MAT	MATERIAL
MAX	MAXIMUM
MB	MACHINE BOLT
MECH	MECHANICAL
MIN	MINIMUM
MISC	MISCELLANEOUS
MFG	MANUFACTURER
MO	MASONRY OPENING
MTL	METAL
(N)	NEW
NDT	NON-DESTRUCTIVE TEST(ING)
NIC	NOT IN CONTACT
NO	NUMBER
NOM	NOMINAL
NS	NEAR SIDE
NSG	NON-SHRINK GROUT
NTS	NOT TO SCALE
OC	ON CENTERS
OD	OUTSIDE DIAMETER
OH	OPPOSITE HAND, OVERHEAD
OPNG(S)	OPENING(S)
OPP	OPPOSITE
PCF	POUNDS PER CUBIC FOOT
PERP	PERPENDICULAR
PJP	PARTIAL JOINT PENETRATION
PLF	POUNDS PER LINEAL FOOT
PNL	PANEL
PREFAB	PREFABRICATED
PP	PARTIAL PENETRATION
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT(S)	POINT(S)
PVC	POLYVINYL CHLORIDE
R, RAD	RADIUS
RD	ROOF DRAIN
RECT	RECTANGLE, RECTANGULAR
REF	REFERENCE
REINF	REINFORCING, REINFORCEMENT
REQ'D	REQUIRED
REV	REVISION
SCH	SCHEDULE
SECT	SECTION
SF	SQUARE FOOT
SHT	SHEET
SIM	SIMILAR
SLH	SHORT LEG HORIZONTAL
SLV	SHORT LEG VERTICAL
SMS	SHEET METAL SCREW
SOG	SLAB ON GRADE
SPEC(S)	SPECIFICATION(S)
SQ	SQUARE
SS, SST	STAINLESS STEEL
STD	STANDARD
STIFF	STIFFENER
STL	STEEL
STRUC	STRUCTURE
STS	SELF TAPPING SCREW
SUSP	SUSPENDED
SYM/SYMM	SYMMETRICAL
SYS	SYSTEM
T	THICKNESS
T&B	TOP AND BOTTOM
TEMP	TEMPORARY
THK	THICK
TL	TOTAL LOAD
TMS	THE MASONRY SOCIETY
TOC	TOP OF CONCRETE
TOF	TOP OF FOOTING
TOS	TOP OF STEEL
TYP	TYPICAL
TW	TOP OF WALL
UON/ UNO	UNLESS OTHERWISE NOTED
UT	ULTRASONIC TESTING
(V)/VERT	VERTICAL
VIF	VERIFY IN FIELD
W/	WITH
W.P.	WORKING POINT
W/O	WITHOUT
WP	WATERPROOF/WORK POINT
WT	WEIGHT, STRUCTURAL TEE, WALL THICKNESS
YD	YARD

DESIGN CRITERIA

DESIGN CODES AND REFERENCES:
- CALIFORNIA BUILDING CODE, 2019 EDITION
- ACI 318-14
- ASCE 7-16

CANOPY LOADING:
ROOF DL = 5 PSF (ASSUMED)
ROOF LL = 20 PSF (ASSUMED)

SEISMIC DESIGN PARAMETERS:
ANALYSIS PROCEDURE USED: EQUIVALENT LATERAL FORCE PROCEDURE
LOCATION: 34.126 N. LAT., 117.9358 W. LONG.
RISK CATEGORY: IV
SITE CLASS: D
SEISMIC DESIGN CATEGORY: D

S_s = 1.945 S_1 = 0.867
F_a = 1.0 F_v = 1.5
S_{DS} = 1.297 S_{D1} = 0.867
IE = 1.50
R = 3 (FLAT BOTTOM GROUND SUPPORTED TANKS, MECHANICALLY ANCHORED)
R = 1.25 (STEEL ORDINARY CANTILEVER COLUMN SYSTEM)

WIND LOAD DESIGN PARAMETERS:
BASIC WIND SPEED: 115 MPH (3-SECOND GUST)
EXPOSURE CATEGORY: C
WIND DIRECTIONAL FACTOR, Kd = 0.85

SOIL DESIGN PARAMETERS:
ALLOWABLE SOIL BEARING = 1500 PSF (w/ 1/3 INCREASE FOR WIND OR SEISMIC FORCES)

SODIUM HYPOCHLORITE TANK:
WEIGHT = 270 LBS EMPTY
WEIGHT = 10,000 LBS FULL
CENTER OF GRAVITY = 2'-10"

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REGISTERED PROFESSIONAL ENGINEER DALE E. WAH No. 2582 STRUCTURAL STATE OF CALIFORNIA
1/17/20

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GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE
CHLORINATION SYSTEM INSTALLATION

REV 9

SCALE	AS SHOWN	DESIGNED BY	D. KUANG	DRAWN BY	T. NGUYEN	DRAWING NUMBER	AS SHOWN
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759

SHEET 7

DESIGN CRITERIA AND STRUCTURAL ABBREVIATIONS

DWG NO. S-2

\\USORA1FILW001.NA.AECOMNET.COM\ORANGE\DGS\PROJECTS\ENV\60438759 RFF RIALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION_SYSTEM_PROJECT\SHEETS\S-2 STRUCTURAL ABBREVIATIONS AND DESIGN CRITERIA.DWG (02-11-20 12:58:59PM)

SPECIAL INSPECTION PROGRAM - APPLIES TO ALL TABLES

THE SPECIAL INSPECTIONS LISTED ARE IN ADDITION TO THE CALLED INSPECTIONS REQUIRED BY CBC 2019 CHAPTER 1 SECTION 110. THE SPECIAL INSPECTIONS IDENTIFIED ON PLANS ARE IN ADDITION TO, AND NOT A SUBSTITUTE FOR, THOSE INSPECTIONS REQUIRED TO BE PERFORMED BY THE GOVERNING JURISDICTION'S BUILDING INSPECTOR. THE GOVERNING JURISDICTION IS DEFINED AS THE CITY, COUNTY, OR GOVERNMENTAL UNIT THAT IS RESPONSIBLE FOR THE INSPECTIONS OF CONSTRUCTION OR WORK AS SPECIFIED IN THE CONTRACT DOCUMENTS.

SPECIAL INSPECTIONS REQUIRED FOR THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH CBC CHAPTER 17. SPECIAL INSPECTIONS SHALL BE PERFORMED BY AN APPROVED INSPECTION AGENCY U.N.O, EMPLOYED BY THE OWNER.

THE SPECIAL INSPECTOR SHALL BE CERTIFIED BY THE INTERNATIONAL CODE COUNCIL (ICC) TO PERFORM INSPECTION FOR THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION PRIOR TO THE COMPLETION OF THAT PHASE OF THE WORK.

THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND/OR THE ENGINEER. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, THEN, IF UNCORRECTED, TO THE STRUCTURAL ENGINEER AND TO THE BUILDING OFFICIAL.

THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS, TO THE BEST OF THE INSPECTOR'S KNOWLEDGE, IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THIS CODE.

IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE AT LEAST 48 HOURS ADVANCE NOTICE TO THE OWNER/OWNER'S REPRESENTATIVE WHEN HIS WORK IS READY FOR ANY REQUIRED SPECIAL INSPECTIONS.

SHOP INSPECTION OF STEEL CONSTRUCTION IS NOT REQUIRED WHEN THE WORK IS DONE ON THE PREMISES OF A FABRICATOR REGISTERED AND APPROVED TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION. APPROVAL SHALL BE BASED UPON REVIEW OF THE FABRICATOR'S WRITTEN PROCEDURAL AND QUALITY CONTROL MANUALS AND PERIODIC AUDITING OF FABRICATION PRACTICES BY AN APPROVED SPECIAL INSPECTION AGENCY. AT COMPLETION OF FABRICATION, THE APPROVED FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE TO THE BUILDING OFFICIAL STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS.

CONTRACTOR RESPONSIBILITY

EACH CONTRACTOR RESPONSIBLE FOR THE CONSTRUCTION OF A MAIN WIND- OR SEISMIC-FORCE-RESISTING SYSTEM, DESIGNATED SEISMIC SYSTEM OR A WIND- OR SEISMIC-RESISTING COMPONENT LISTED IN THE STATEMENT OF SPECIAL INSPECTIONS SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE BUILDING OFFICIAL AND THE OWNER PRIOR TO THE COMMENCEMENT OF WORK ON THE SYSTEM OR COMPONENT. THE CONTRACTOR'S STATEMENT OF RESPONSIBILITY SHALL CONTAIN ACKNOWLEDGMENT OF AWARENESS OF THE SPECIAL REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTION.

OWNER OR OWNER'S REPRESENTATIVE SHALL BE SYNONYMOUS WITH 'BUILDING OFFICIAL' IN THE FOREGOING IF THE PROJECT IS NOT UNDER THE JURISDICTION OF A BUILDING DEPARTMENT.

SPECIAL INSPECTION SHALL BE PROVIDED FOR THE FOLLOWING TYPES OF WORK PERFORMED IN THE FIELD, OR NOT PERFORMED IN AN APPROVED FABRICATION SHOP AS DEFINED ABOVE, UNLESS NOTED AS "N/A".

CONTINUOUS AND PERIODIC INSPECTIONS:

1. WHERE CONTINUOUS SPECIAL INSPECTION IS REQUIRED, THE SPECIAL INSPECTOR SHALL CONTINUOUSLY PROVIDE FULL-TIME VERIFICATION OF THE WORK.
2. WHERE PERIODIC SPECIAL INSPECTION IS REQUIRED, THE SPECIAL INSPECTOR SHALL PROVIDE VERIFICATION THAT THE PERIODIC INSPECTION WAS PERFORMED.

MAIN WIND- OR SEISMIC-FORCE RESISTING SYSTEMS, DESIGNATED SEISMIC SYSTEMS, AND SEISMIC RESISTING COMPONENTS SUBJECT TO SPECIAL INSPECTIONS:

- FOR ACTIVE MECHANICAL AND ELECTRICAL EQUIPMENT THAT MUST REMAIN OPERABLE FOLLOWING THE DESIGN EARTHQUAKE GROUND MOTION, INSPECTION/VERIFICATION THAT THE LABEL, ANCHORAGE AND MOUNTING CONFORM TO THE CERTIFICATE OF COMPLIANCE
- PERIODIC SPECIAL INSPECTION FOR INSTALLATION OF ELECTRICAL EQUIPMENT ANCHORAGE
- PERIODIC SPECIAL INSPECTION FOR INSTALLATION OF PIPING SYSTEMS AND DUCTWORK DESIGNED TO CARRY HAZARDOUS MATERIALS AND THEIR ASSOCIATED MECHANICAL UNITS

REQUIRED VERIFICATION AND INSPECTION OF SOILS:	CONTINUOUS INSPECTION	PERIODIC INSPECTION	N/A
1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.	☐	■	☐
2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.	☐	■	☐
3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS	☐	■	☐
4. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	■	☐	☐
5. PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.	☐	■	☐

REQUIRED SPECIAL INSPECTIONS AND TESTS OF CONCRETE CONSTRUCTION:	CONTINUOUS INSPECTION	PERIODIC INSPECTION	N/A
1. INSPECTION OF REINFORCING STEEL, INCLUDING PLACEMENT.	☐	■	☐
2. INSPECTION OF REINFORCING STEEL WELDING IN ACCORDANCE WITH TABLE 1705.3	☐	☐	■
3. INSPECT ANCHORS CAST IN CONCRETE, PRIOR TO AND DURING PLACEMENT OF CONCRETE	☐	■	☐
4. INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS.			
A. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS.	■	☐	☐
B. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.A.	☐	■	☐
5. VERIFY USE OF REQUIRED DESIGN MIX.	☐	■	☐
6. PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE	■	☐	☐
7. INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES	■	☐	☐
8. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES	☐	■	☐
9. INSPECT ERECTION OF PRECAST CONCRETE MEMBERS	☐	■	☐
10. VERIFY OF IN-SITU CONCRETE STRENGTH, PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.	☐	■	☐
11. INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	☐	■	☐

LEVEL C SPECIAL INSPECTION OF MASONRY:

- VERIFY f'_m IN ACCORDANCE WITH ACI 530.1, ARTICLE 1.4B PRIOR TO CONSTRUCTION AND FOR EVERY 5,000 SQ. FT. DURING CONSTRUCTION
- VERIFY PROPORTIONS OF MATERIALS IN PREMIXED OR PREBLENDED MORTAR, AND GROUT OTHER THAN SELF-CONSOLIDATING GROUT, AS DELIVERED TO THE JOB SITE.
- VERIFY SLUMP FLOW AND VISUAL STABILITY INDEX (VSI) AS DELIVERED TO THE JOB SITE IN ACCORDANCE WITH ACI 510.1, ARTICLE 1.5B.1.b.3 FOR SELF-CONSOLIDATING GROUT.

	CONTINUOUS INSPECTION	PERIODIC INSPECTION	N/A
1. VERIFY COMPLIANCE WITH THE APPROVED SUBMITTALS	☐	☐	■
2. VERIFY THAT THE FOLLOWING ARE IN COMPLIANCE:			
a. PROPORTIONS OF SITE-MIXED MORTAR AND GROUT.	☐	☐	■
b. GRADE, TYPE, AND SIZE OF REINFORCEMENT AND ANCHOR BOLTS	☐	☐	■
c. PLACEMENT OF MASONRY UNITS AND CONSTRUCTION OF MORTAR JOINTS	☐	☐	■
d. PLACEMENT OF REINFORCEMENT AND CONNECTORS	☐	☐	■
e. GROUT SPACE PRIOR TO GROUTING	☐	☐	■
f. PLACEMENT OF GROUT	☐	☐	■
g. SIZE AND LOCATION OF STRUCTURAL ELEMENTS	☐	☐	■
h. TYPE, SIZE, AND LOCATION OF ANCHORS INCLUDING OTHER DETAILS OF ANCHORAGE OF MASONRY TO STRUCTURAL MEMBERS, FRAMES, OR OTHER CONSTRUCTION	☐	☐	■
i. WELDING OF REINFORCING BARS	☐	☐	■
j. PREPARATION, CONSTRUCTION AND PROTECTION OF MASONRY DURING COLD WEATHER (TEMPERATURE BELOW 40°F) OR HOT WEATHER (TEMPERATURE ABOVE 90°F)	☐	☐	■
3. OBSERVE PREPARATION OF GROUT SPECIMENS, MORTAR SPECIMENS AND/OR PRISMS SHALL BE OBSERVED.	☐	☐	■

STEEL CONSTRUCTION (OTHER THAN STRUCTURAL STEEL)	CONTINUOUS INSPECTION	PERIODIC INSPECTION	N/A
1. MATERIAL VERIFICATION OF COLD-FORMED STEEL DECK			
A. IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS	☐	■	☐
B. MANUFACTURER'S CERTIFIED TEST REPORTS	☐	■	☐
2. INSPECTION OF WELDING IN ACCORDANCE WITH AWS D1.3 AND SDI QA/QC			
A. COLD-FORMED STEEL DECK			
• FLOOR AND ROOF DECK WELDS	☐	■	☐

OPEN-WEB STEEL JOISTS AND JOIST GIRDERS:	CONTINUOUS INSPECTION	PERIODIC INSPECTION	N/A
1. INSTALLATION OF OPEN-WEB STEEL JOISTS AND JOIST GIRDERS			
A. END CONNECTIONS - WELDING OR BOLTED	☐	☐	■
B. BRIDGING - HORIZONTAL OR DIAGONAL			
• STANDARD BRIDGING	☐	☐	■
• BRIDGING THAT DIFFERS FROM SJI K OR SJI LH/DLH SPECIFICATIONS	☐	☐	■

STEEL CONSTRUCTION (STRUCTURAL STEEL):
O - OBSERVE THESE ITEMS ON A RANDOM BASIS, OPERATIONS NEED NOT BE DELAYED PENDING THESE INSPECTIONS
P - PERFORM THESE TASKS FOR EVERY LOCATION

	P	O
1. INSPECTION TASKS PRIOR TO WELDING		
A. WELDING PROCEDURE SPECIFICATIONS (WPSs) AVAILABLE	■	☐
B. MANUFACTURERS CERTIFICATIONS FOR WELDING CONSUMABLES AVAILABLE	■	☐
C. MATERIAL IDENTIFICATION (TYPE/GRADE)	☐	■
D. WELDER IDENTIFICATION SYSTEM	☐	■
E. FIT-UP OF GROOVE WELDS (INCLUDING GEOMETRY) • JOINT PREPARATION • DIMENSIONS (ALIGNMENT, ROOT OPENING, ROOT FACE, BEVEL) • CLEANLINESS (CONDITION OF STEEL SURFACES) • TACKING (TACK WELD QUALITY AND LOCATION) • BACKING TYPE AND FIT (IF APPLICABLE)	☐	■
F. CONFIGURATION AND FINISH OF ACCESS HOLES	☐	■
G. FIT-UP OF FILLET WELDS • DIMENSIONS (ALIGNMENT, GAPS AT ROOT) • CLEANLINESS (CONDITION OF STEEL SURFACES) • TACKING (TACK WELD QUALITY AND LOCATION)	☐	■
2. INSPECTION TASKS DURING WELDING		
A. USE OF QUALIFIED WELDERS	☐	■
B. CONTROL AND HANDLING OF WELDING CONSUMABLES • PACKAGING • EXPOSURE CONTROL	☐	■
C. NO WELDING OVER CRACKED TACK WELDS	☐	■
D. ENVIRONMENTAL CONDITIONS • WIND SPEED WITHIN LIMITS • PRECIPITATION AND TEMPERATURE	☐	■
E. WPS FOLLOWED • SETTINGS ON WELDING EQUIPMENT • TRAVEL SPEED • SELECTED WELDING MATERIALS • SHIELDING GAS TYPE/FLOW RATE • PREHEAT APPLIED • INTERPASS TEMPERATURE MAINTAINED (MIN./MAX.) • PROPER POSITION (F, V, H, OH)	☐	■
F. WELDING TECHNIQUES • INTERPASS AND FINAL CLEANING • EACH PASS WITHIN PROFILE LIMITATIONS • EACH PASS MEETS QUALITY REQUIREMENTS	☐	■
3. INSPECTION TASKS AFTER WELDING		
A. WELDS CLEANED	☐	■
B. SIZE, LENGTH, AND LOCATION OF WELDS	■	☐
C. WELDS MEET VISUAL ACCEPTANCE CRITERIA • CRACK PROHIBITION • WELD/BASE-METAL FUSION • CRATER CROSS SECTION • WELD PROFILES • WELD SIZE • UNDERCUT • POROSITY	■	☐
D. ARC STRIKES	■	☐
E. K-AREA • WHEN WELDING OF DOUBLER PLATES, CONTINUITY PLATES OR STIFFENERS HAS BEEN PERFORMED IN THE K-AREA, VISUALLY INSPECT THE WEB K-AREA FOR CRACKS WITHIN 3 IN. (75MM) OF THE WELD	■	☐
F. BACKING REMOVED AND WELD TABS REMOVED (IF REQUIRED)	■	☐
G. REPAIR ACTIVITIES	■	☐
H. DOCUMENT ACCEPTANCE OR REJECTION OF WELDED JOINT OR MEMBER	■	☐
4. INSPECTION TASKS PRIOR TO BOLTING		
A. MANUFACTURER'S CERTIFICATION AVAILABLE FOR FASTENER MATERIAL	■	☐
B. FASTENERS MARKED IN ACCORDANCE WITH ASTM REQUIREMENTS	☐	■
C. PROPER FASTENERS SELECTED FOR THE JOINT DETAIL (GRADE, TYPE, BOLT LENGTH IF THREADS ARE TO BE EXCLUDED FROM SHEAR PLANE)	☐	■
D. PROPER BOLTING PROCEDURE SELECTED FOR JOINT DETAIL	☐	■
E. CONNECTING ELEMENTS, INCLUDING THE APPROPRIATE FAYING SURFACE CONDITION AND HOLE PREPARATION, IF SPECIFIED, MEET APPLICABLE REQUIREMENTS	☐	■
F. PRE-INSTALLATION VERIFICATION TESTING BY INSTALLATION PERSONNEL OBSERVED AND DOCUMENTED FOR FASTENER ASSEMBLIES AND METHODS USED	☐	■
G. PROPER STORAGE PROVIDED FOR BOLTS, NUTS, WASHERS AND OTHER FASTENER COMPONENTS	☐	■
5. INSPECTION TASKS DURING BOLTING		
A. FASTENER ASSEMBLIES, OF SUITABLE CONDITION, PLACED IN ALL HOLES AND WASHERS (IF REQUIRED) ARE POSITIONED AS REQUIRED	☐	■
B. JOINT BROUGHT TO THE SNUG-TIGHT CONDITION PRIOR TO THE PRETENSIONING OPERATION	☐	■
C. FASTENER COMPONENT NOT TURNED BY THE WRENCH PREVENTED FROM ROTATING	☐	■
D. FASTENERS ARE PRETENSIONED IN ACCORDANCE WITH THE RCSC SPECIFICATION, PROGRESSING SYSTEMATICALLY FROM THE MOST RIGID POINT TOWARD THE FREE EDGES	☐	■
6. INSPECTION TASKS AFTER BOLTING		
A. DOCUMENT ACCEPTANCE OR REJECTION OF BOLTED CONNECTIONS	■	☐
7. INSPECTION OF STEEL ELEMENTS OF COMPOSITE CONSTRUCTION PRIOR TO CONCRETE PLACEMENT		
A. PLACEMENT AND INSTALLATION OF STEEL DECK	■	☐
B. PLACEMENT AND INSTALLATION OF STEEL HEADED STUD ANCHORS	■	☐
C. DOCUMENT ACCEPTANCE OR REJECTION OF STEEL ELEMENTS	■	☐

STRUCTURAL OBSERVATION

THE STRUCTURAL ENGINEER, OR ANOTHER ENGINEER DESIGNATED BY THE STRUCTURAL ENGINEER SHALL BE RETAINED BY THE DISTRICT TO PERFORM STRUCTURAL OBSERVATION AS REQUIRED BY CBC CHAPTER 17. STRUCTURAL OBSERVATION SHALL BE PROVIDED DURING THE STAGES OF CONSTRUCTION LISTED BELOW. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AT LEAST 48 HOURS ADVANCE NOTICE TO THE STRUCTURAL ENGINEER WHEN HIS WORK IS READY FOR STRUCTURAL OBSERVATION FOR EACH OF THESE STAGES.

	SUBMITTALS REQUIRED (■ YES ☐ NO)	N/A
1. CONCRETE: REINFORCING STEEL AND EMBEDDED STRUCTURAL ANCHORAGES PRIOR TO PLACEMENT OF CONCRETE FOR THE FOLLOWING:		
A. FOUNDATIONS	■	☐
B. SLABS-ON-GRADE (EXCEPT SITE PAVING AND FLATWORK)	☐	☐
C. WALLS	■	☐
D. STRUCTURAL FLOOR SLABS AND BEAMS NOT SUPPORTED ON-GRADE	☐	☐
E. ROOF SLABS AND BEAMS	☐	☐
2. MASONRY:		
A. REINFORCING STEEL AND EMBEDDED STRUCTURAL ANCHORAGES PRIOR TO GROUTING OF MASONRY WALLS	☐	■
3. STRUCTURAL STEEL:		
A. ERECTED COLUMN, BEAMS AND GIRDERS, PRIOR TO INSTALLATION OF ROOF AND FLOOR JOISTS, TRUSSES AND DECKING	■	☐
4. WOOD FRAMING:		
A. ROOF, FLOOR AND WALL FRAMING AND MEMBER CONNECTIONS, AND STRUTS AND CHORDS, PRIOR TO INSTALLATION OF SHEATHING OR ANY COVERING THAT WOULD CONCEAL THE STRUCTURAL FRAME	☐	■
B. PLYWOOD ROOF, FLOOR AND WALL SHEATING PRIOR TO INSTALLATION OR ROOFING AND ANY OTHER BUILDING MATERIALS THAT WOULD CONCEAL THE NAILING	☐	■

DEFERRED SUBMITTALS/CERTIFICATIONS

	SUBMITTALS REQUIRED (■ YES ☐ NO)	N/A
1. OFF-SITE FABRICATION: FABRICATORS SHALL BE CITY, COUNTY AND/OR CBC APPROVED FABRICATORS. FABRICATORS FOR ALL OFF-SITE FABRICATION OF THE ITEMS LISTED BELOW:		
A. TRUSSES	☐	■
B. GLU-LAMINATED MEMBERS	☐	■
C. PRECAST CONCRETE	☐	■
D. STRUCTURAL STEEL (MILL REPORTS AND IDENTIFICATION OF STEEL, AFFIDAVIT OF COMPLIANCE)	■	☐
E. OTHER: ________________________	☐	☐
2. DEFERRED SUBMITTALS: SUBMITTAL DOCUMENTS FOR THE DEFERRED SUBMITTAL ITEMS LISTED BELOW SHALL BE DESIGNED BY A PE OR SE LICENSED IN THE STATE OF CALIFORNIA AND SUBMITTED BY THE CONTRACTOR TO THE BUILDING DEPARTMENT/APPROVAL AGENCY AND STRUCTURAL ENGINEER FOR REVIEW AND APPROVAL. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THEIR DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE AFOREMENTIONED.		
A. PREFABRICATED TRUSSES	☐	■
B. PRECAST VAULTS	☐	■
C. CONCRETE MIX	■	☐
D. OTHER: PRE-ENGINEERED METAL CANOPY	■	☐
E. OTHER: CHEMICAL STORAGE TANK AND EQUIPMENT ANCHORAGE	■	☐

DIAL 811 — UNDERGROUND SERVICE ALERT
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PLAY IT SAFE. DIAL BEFORE YOU DIG!
AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

REGISTERED PROFESSIONAL ENGINEER DALE E. WAH No. 2582 STRUCTURAL STATE OF CALIFORNIA
1/17/20

PLANS PREPARED BY:
AECOM
999 TOWN & COUNTRY ROAD
ORANGE, CA 92868
TEL (714) 567-2400

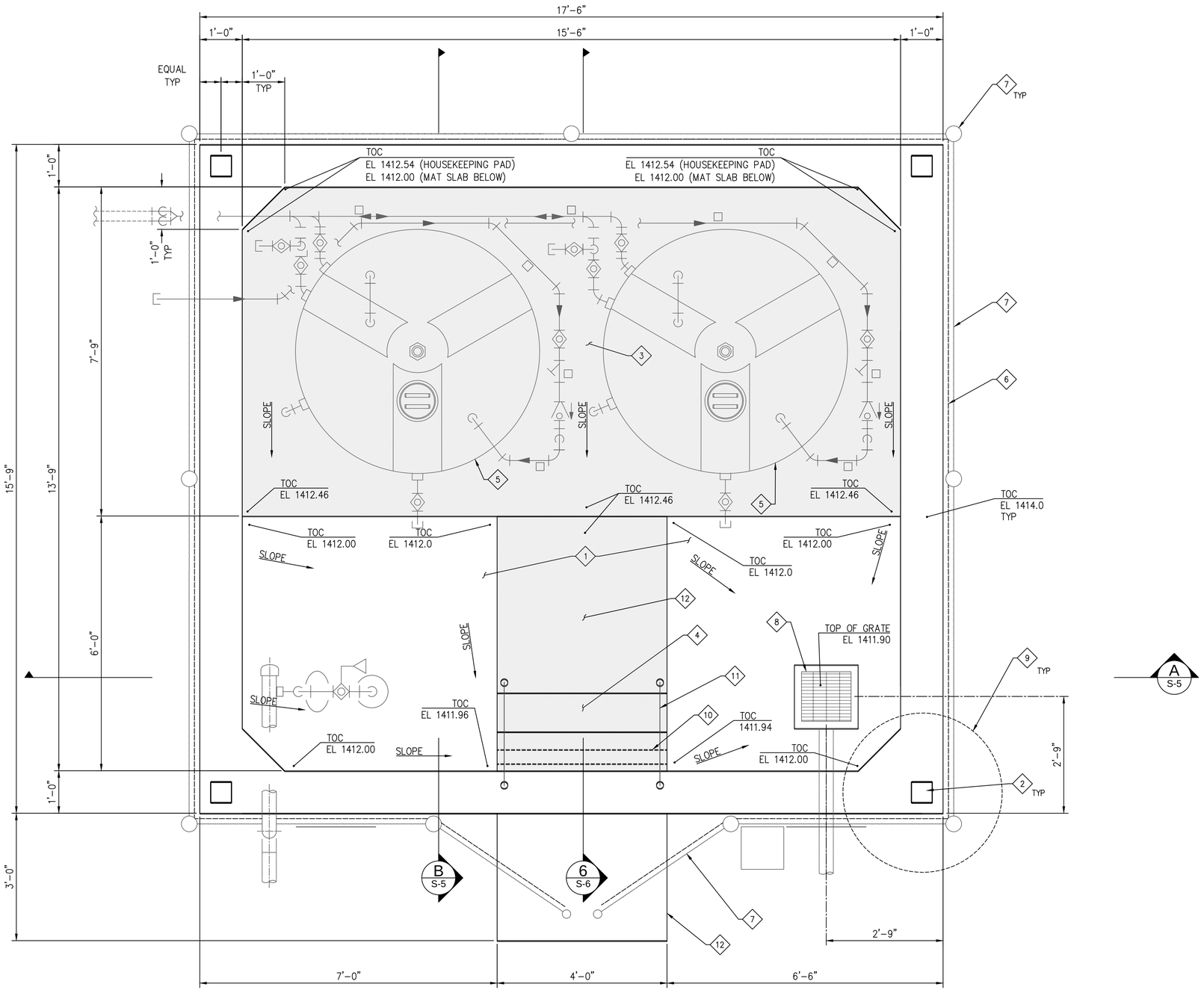
GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE
CHLORINATION SYSTEM INSTALLATION

SCALE	DESIGNED BY	DRAWN BY	DRAWING NUMBER
AS SHOWN	D. KUANG	T. NGUYEN	AS SHOWN
DATE	**CHECKED**	**APPROVED**	**JOB NUMBER**
FEBRUARY 2020	J. ZIMMERLE	J. ZIMMERLE	60438759

SPECIAL INSPECTIONS AND STRUCTURAL OBSERVATIONS

REV 9 — SHEET 8 — DWG NO. S-3

\\USORA1PFILW001.NA.AECOMNET.COM\ORANGE\DCS\PROJECTS\ENV\60438759 RFF RIALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\S-3 SPECIAL INSPECTIONS AND STRUCTURAL OBSERVARTIONS.DWG (02-11-20 12:59:25PM)



KEYNOTES

1. 14" (MIN) THK CONCRETE CONTAINMENT SLAB w/ #6 @ 12" EW, T&B
2. COLUMN FOR PRE-ENGINEERED/PRE-MANUFACTURED METAL CANOPY BOLTED ON TOP OR EMBEDDED IN WALL - TO BE DESIGNED BY CONTRACTOR
3. TANK HOUSEKEEPING PAD PER DETAIL 6 ON DRAWING S-6 (SHADED AREA)
4. CONCRETE STEPS PER DETAIL 6 ON DRAWING S-6
5. SODIUM HYPOCHLORITE STORAGE TANKS - SEE MECHANICAL DRAWINGS
6. SUN SHADE ALL AROUND CHEMICAL CONTAINMENT FACILITY - SEE MECHANICAL DRAWINGS
7. CHAINLINK GATE, FENCING, AND POSTS - SEE MECHANICAL DRAWINGS
8. 18" SQUARE x 6" DEEP SUMP w/ FRP GRATING - SEE DETAIL 8 ON DRAWING S-6
9. FOR STEM WALL CORNER REINFORCEMENT, SEE DETAIL 4 ON DRAWING S-6
10. 4" SCH 80 PVC DRAIN PIPE - SET PIPE INVERT AT TOP OF SLAB
11. HANDRAIL - SEE DETAIL 7 ON DRAWING S-6 AND MECHANICAL DRAWINGS
12. CONCRETE LANDING - SEE SECTION 6 ON DRAWING S-6

FOUNDATION PLAN

SCALE: 3/4" = 1'-0"

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REGISTERED PROFESSIONAL ENGINEER
DALE E. WAH
No. 25827
STRUCTURAL
STATE OF CALIFORNIA
1/17/20

PLANS PREPARED BY:
AECOM
999 TOWN & COUNTRY ROAD
ORANGE, CA 92868
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION

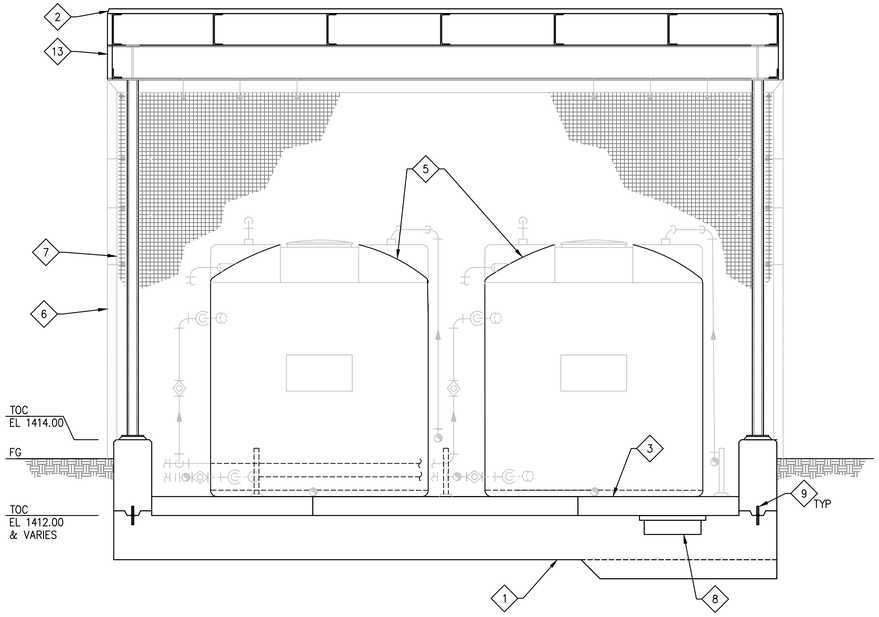
REV 9

SCALE	DESIGNED BY	DRAWN BY	DRAWING NUMBER	SHEET
AS SHOWN	D. KUANG	T. NGUYEN	AS SHOWN	9
DATE	CHECKED	APPROVED	JOB NUMBER	
FEBRUARY 2020	J. ZIMMERLE	J. ZIMMERLE	60438759	

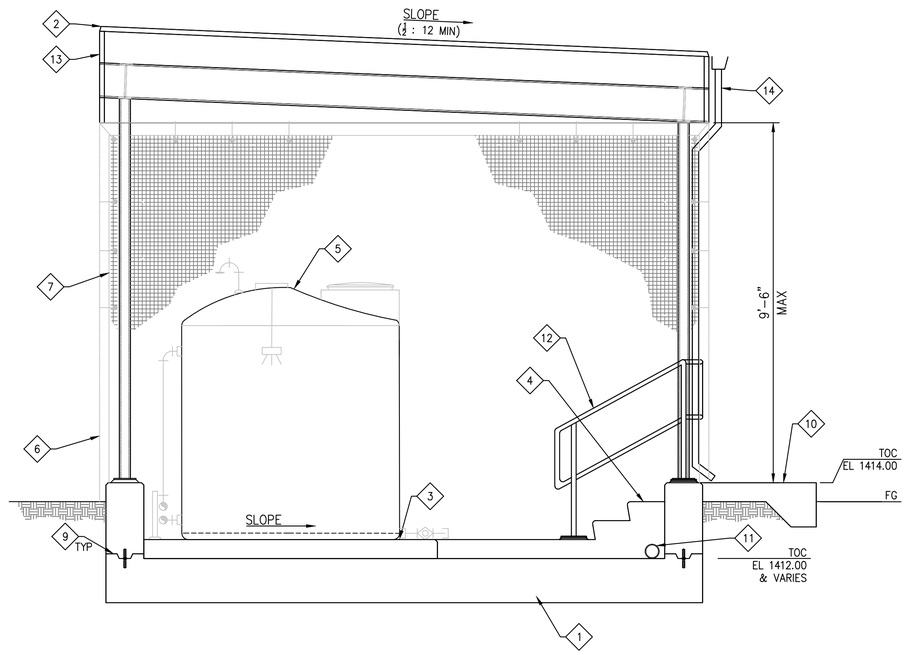
FOUNDATION PLAN

DWG NO. S-4

\\USORA1FILW001.NA.AECOMNET.COM\ORANGE\JOCS\PROJECTS\ENVX\60438759 RFF RIALTO_TREATMENT\900-CAD-GIS\2018_CHLORINATION_SYSTEM_PROJECT\SHEETS\S-4 FOUNDATION PLAN.DWG (02-11-20 1:00:01PM)



SECTION A
SCALE: 1/2" = 1'-0"



SECTION B
SCALE: 1/2" = 1'-0"

KEYNOTES

1. CONCRETE CONTAINMENT SLAB
2. PRE-ENGINEERED/PRE-MANUFACTURED METAL CANOPY - TO BE DESIGNED BY CONTRACTOR
3. TANK HOUSEKEEPING PAD PER DETAIL 6 ON DRAWING S-6
4. CONCRETE STEPS PER DETAIL 6 ON DRAWING S-6
5. SODIUM HYPOCHLORITE STORAGE TANKS - SEE MECHANICAL DRAWINGS
6. SUN SHADE ALL AROUND CHEMICAL CONTAINMENT FACILITY - SEE MECHANICAL DRAWINGS
7. CHAINLINK GATE, FENCING, AND POSTS - SEE MECHANICAL DRAWINGS
8. SUMP - SEE DETAIL 8 ON DRAWING S-6
9. STARTER WALL w/ WATERSTOP - SEE DETAIL 10 AND 11 ON DRAWING S-6
10. CONCRETE LANDING - SEE DETAIL 6 ON DRAWING S-6
11. PVC DRAIN PIPE
12. HANDRAIL - SEE DETAIL 7 ON DRAWING S-6
13. VERTICAL FASCIA SIDING
14. ROOF DRAINAGE SYSTEM WITH GUTTER AND DOWNSPOUT AT COLUMN - TO BE PROVIDED BY CONTRACTOR

0 2' 4' 6'
SCALE: 1/2" = 1'-0"

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REGISTERED PROFESSIONAL ENGINEER
DALE E. WAY
No. 25827
STRUCTURAL
STATE OF CALIFORNIA
1/17/20

PLANS PREPARED BY:
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ORANGE, CA 92868
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GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION

REV 9

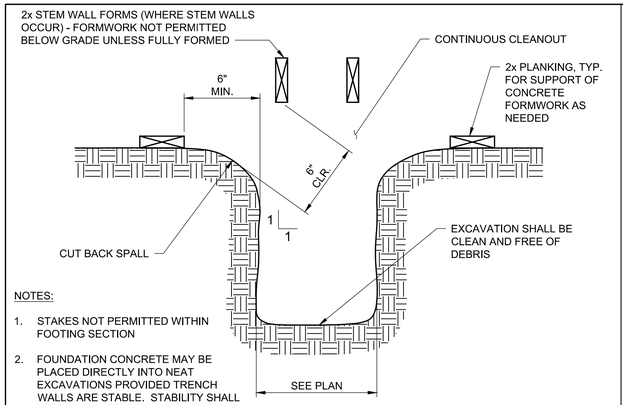
SCALE	AS SHOWN	DESIGNED BY	D. KUANG	DRAWN BY	T. NGUYEN	DRAWING NUMBER	AS SHOWN
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759

SHEET 10

SECTIONS

DWG NO. S-5

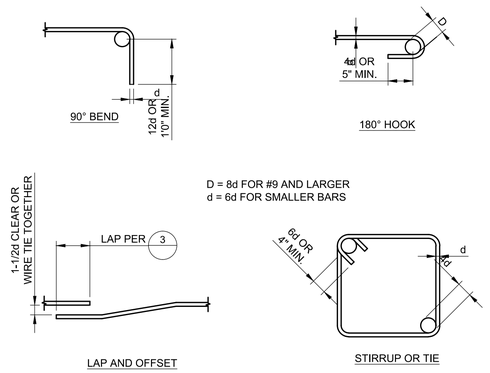
\\USORAPPEL\WO01.NA.AECOMNET.COM\ORANGE\DCS\PROJECTS\ENV\60438759.RFF RIALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\S-5 SECTIONS.DWG (02-11-20 1:00:54PM)



NOTES:

1. STAKES NOT PERMITTED WITHIN FOOTING SECTION
2. FOUNDATION CONCRETE MAY BE PLACED DIRECTLY INTO NEAT EXCAVATIONS PROVIDED TRENCH WALLS ARE STABLE. STABILITY SHALL BE DETERMINED BY THE ENGINEER.

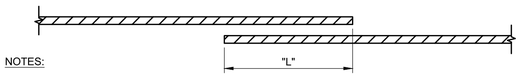
TYPICAL FOOTING EXCAVATION 1
SCALE: NTS



TYPICAL BAR BENDS 2
SCALE: 1/2" = 1'-0"

REINFORCING LAP SPLICE SCHEDULE

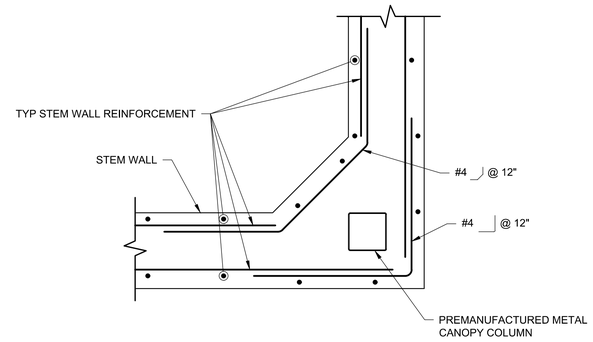
BAR	f'c = 2500	f'c = 3000	f'c = 4000	f'c = 4500
	L (inches)	L (inches)	L (inches)	L (inches)
3	24	22	19	1824
4	32	29	25	
5	39	36	31	30
6	47	43	37	35
7	69	63	54	51
8	78	72	62	59
9	88	81	70	66



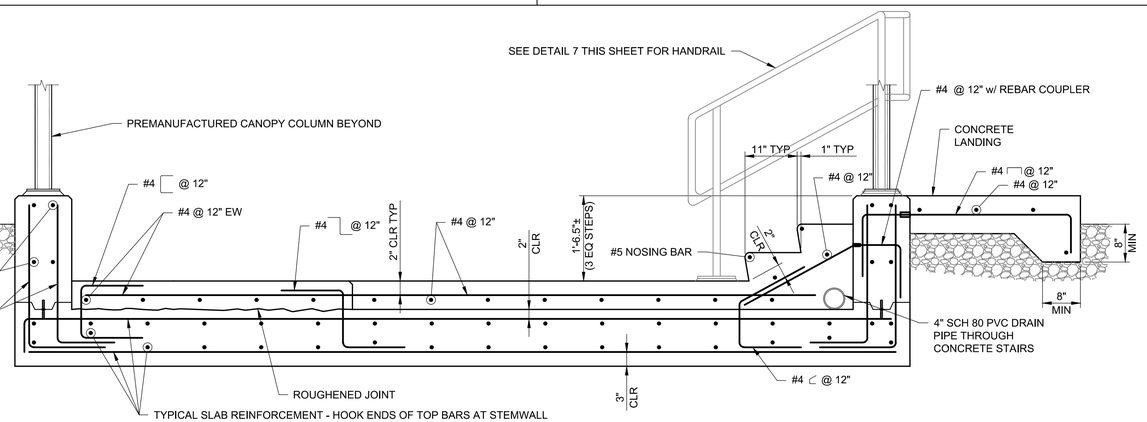
NOTES:

1. LAPS SHOWN IN THIS TABLE ARE CLASS B, CATEGORY 3 TYPE SPLICES. LAP LENGTH IS BASED UPON SMALLER OF TWO BARS BEING SPLICED WHEN NOT THE SAME SIZE.
2. INCREASE LAP LENGTHS BY A FACTOR OF 1.3 FOR HORIZONTAL REINFORCEMENT SO PLACED THAT MORE THAN 12 INCHES OF CONCRETE IS CAST IN THE MEMBER BELOW THIS REINFORCEMENT

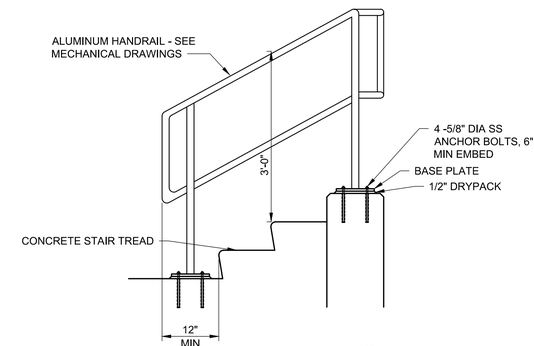
CONCRETE LAP SPLICE SCHEDULE 3
SCALE: 1/2" = 1'-0"



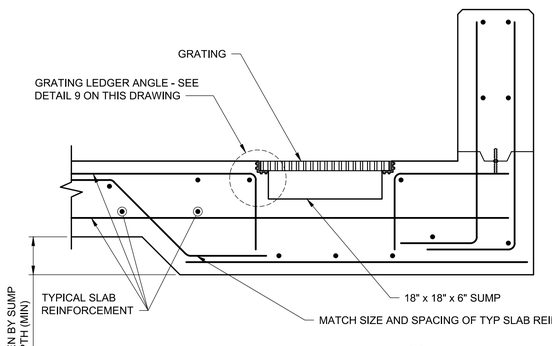
STEM WALL CORNER REINFORCEMENT 4
SCALE: 1" = 1'-0"



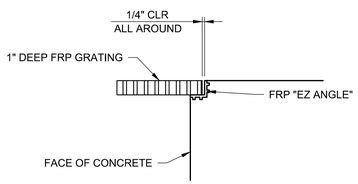
SECTION 6
SCALE: 3/4" = 1'-0"



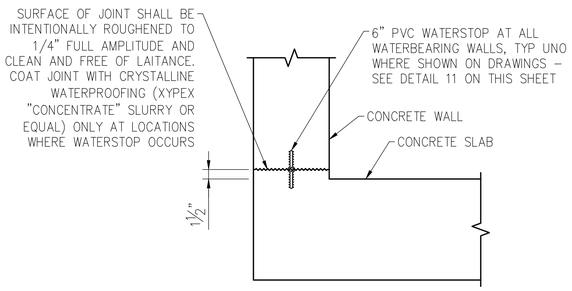
HANDRAIL 7
SCALE: 3/4" = 1'-0"



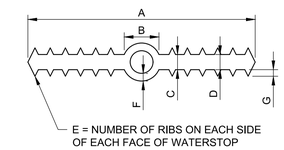
SUMP DETAIL 8
SCALE: 1" = 1'-0"



GRATING LEDGER ANGLE 9
SCALE: 1 1/2" = 1'-0"



TYPICAL STARTER WALL 10
SCALE: NTS



A	B	C	D	E	F	G	
6"	-	3/8"	1/4"	7	-	1/8"	783

NOTES:

1. NO CENTERBULB ALLOWED IN WATERSTOP FOR VERTICAL JOINTS.
2. ALL SPLICES SHALL BE MADE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION OR SPLICING WATERSTOP.

WATERSTOP 11
SCALE: NTS

DIAL 811 DIGALERT UNDERGROUND SERVICE ALERT

PLAY IT SAFE. DIAL BEFORE YOU DIG!

AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

REGISTERED PROFESSIONAL ENGINEER DALE E. WAH No. 25827 STRUCTURAL STATE OF CALIFORNIA 1/17/20

PLANS PREPARED BY:

AECOM
999 TOWN & COUNTRY ROAD
ORANGE, CA 92868
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION

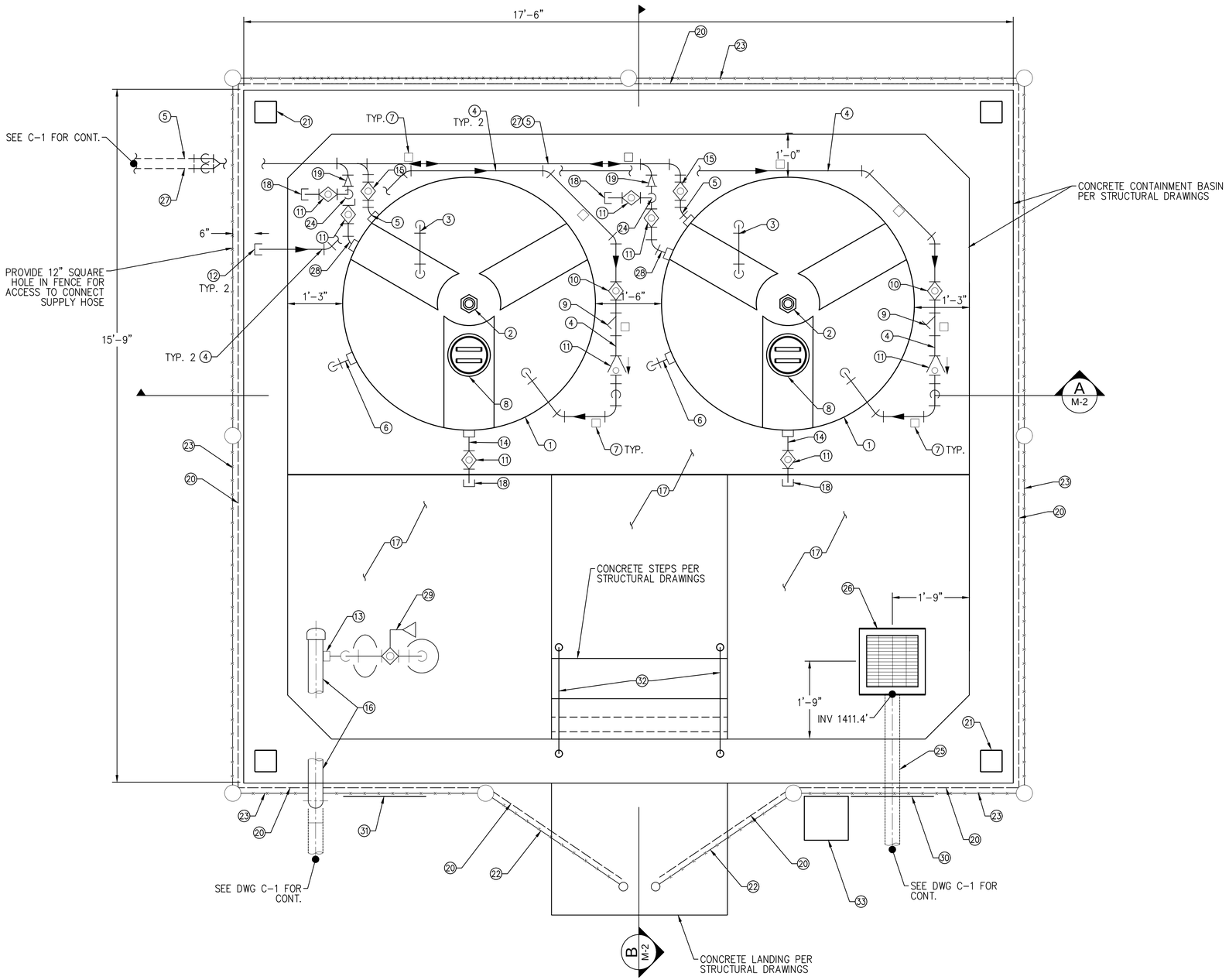
REV 9

SCALE	AS SHOWN	DESIGNED BY	D. KUANG	DRAWN BY	T. NGUYEN	DRAWING NUMBER	AS SHOWN	SHEET 11
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	

STRUCTURAL DETAILS

DWG NO. S-6

\\USORA1PFLWO01.NA.AECOMNET.COM\ORANGE\DCS\PROJECTS\ENVA\60438759 RIFF RALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM\PROJECT SHEETS\S-6 STRUCTURAL DETAILS.DWG (02-11-20 1:01:36PM)



CONSTRUCTION NOTES

1. 1000 GALLON SINGLE WALL HYPOCHLORITE STORAGE TANK (69" DIA. X 82" HEIGHT) WITH SEISMIC RESTRAINTS
2. ULTRASONIC LEVEL INDICATOR FOR HYPOCHLORITE STORAGE TANK
3. 2" SCH. 80 CPVC AIR VENT, PER DETAIL 4, DWG M-5
4. 2" SCH. 80 CPVC TANK FILL LINE
5. 3/4" SCH. 80 CPVC RECIRCULATION LINE
6. 3" SCH. 80 CPVC TANK OVERFLOW
7. PIPE SUPPORT PER PER DETAIL 2, DWG M-5, 5' OC SPACING
8. 16" DIA. HYPOCHLORITE TANK ACCESS MANWAY
9. 2" CPVC STRAINER
10. 2" CPVC BALL CHECK VALVE
11. 2" CPVC BALL VALVE
12. 2" CPVC CAMLOC QUICK DISCONNECT COUPLING WITH LOCKING CAP, CHAIN, AND TEFLON GASKET
13. 1-1/2" SST INLINE SWING CHECK VALVE
14. 2" SCH. 80 CPVC TANK DRAIN
15. 3/4" CPVC BALL VALVE
16. 1-1/2" TYPE K COPPER TUBING
17. COAT CONCRETE CONTAINMENT AREA WITH PENTOX 50 TWO-PART, PENETRATING, CHEMICAL RESISTANT, EPOXY SEALER
18. 2" SCH. 80 CPVC NPT END CAP
19. 2" X 3/4" SCH. 80 CPVC REDUCER BUSHING
20. PROVIDE SUN SHADE SCREENS ALL AROUND THE CHEMICAL CONTAINMENT FACILITY AS SHOWN. SCREENS SHALL BE SHADE CLOTH WOVEN OF POLYPROPYLENE FOR A SHADING FACTOR OF AT LEAST 85 PERCENT AND A WEIGHT OF NOT LESS THAN 5 OUNCES PER SQUARE FOOT. EACH SCREEN SHALL SPAN OVER THE VERTICAL SPACE BETWEEN THE FENCE POSTS AND BETWEEN THE TOP AND BOTTOM FENCE RAILS. SCREENS SHALL BE COMPLETE WITH GROMMETS, TIE-DOWNS, AND DEVICES FOR ANCHORING TO THE CHAIN LINK FENCE. SCREENS SHALL BE 850 SHADE CLOTH AS MANUFACTURED BY THOR TARP, A DIVISION OF ODIN INTERNATIONAL. PRIOR TO FABRICATION, SUBMIT TO THE ENGINEER FOR REVIEW DESCRIPTIVE INFORMATION, CHOICE OF COLOR AND A SAMPLE OF THE SCREEN.
21. PRE-ENGINEERED CANOPY PER SPECIFICATIONS
22. 10' HIGH X 7' WIDE CHAIN LINK FENCE DOUBLE LEAF GATE PER SPPWC STD. PLAN 600-2
23. 10' HIGH CHAIN LINK FENCE PER SPPWC STD PLAN 600-2, PROVIDE TOP RAIL IN LIEU OF TENSION WIRE AND ADDITIONAL BOTTOM RAIL FOR SUN SHADE ATTACHMENT
24. 2" X 2" SCH. 80 CPVC TEE
25. 4" SCH 80 PVC DRAIN LINE
26. 1'-6" SQUARE X 6" DEEP SUMP WITH 1-1/2" FRP GRATING AND FRAME
27. 3/4" SCH. 80 CPVC METERING PUMP SUCTION
28. 2" SCH. 80 CPVC METERING PUMP SUCTION
29. SHOWER AND EYEWASH ASSEMBLY PER DETAIL 1 DWG M-5
30. 30"X18" HAZARD IDENTIFICATION SIGN ATTACHED TO CHAIN LINK FENCE PER DETAIL 7 DWG M-5
31. NFPA SIGN ATTACHED TO CHAIN LINK FENCE PER DETAIL 6 DWG M-5
32. ALUMINUM HANDRAILING PER SPPWC STD PLAN 606-4, TYPE B
33. 12" SQUARE X 4" THICK CONCRETE SPLASH BLOCK, COORDINATE LOCATION WITH ROOF GUTTER AND DOWNSPOUT

N

0 1' 2' 3' 4'

SCALE: 3/4" = 1'-0"

PLAN

SCALE: 3/4" = 1'

DIAL 811 DIG ALERT

UNDERGROUND SERVICE ALERT

PLAY IT SAFE. DIAL BEFORE YOU DIG!

AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

REGISTERED PROFESSIONAL ENGINEER BRYAN C. PAINE No. C64334 Exp. 06/30/21 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:

AECOM

999 TOWN & COUNTRY ROAD
ORANGE, CA 92868
TEL (714) 567-2400

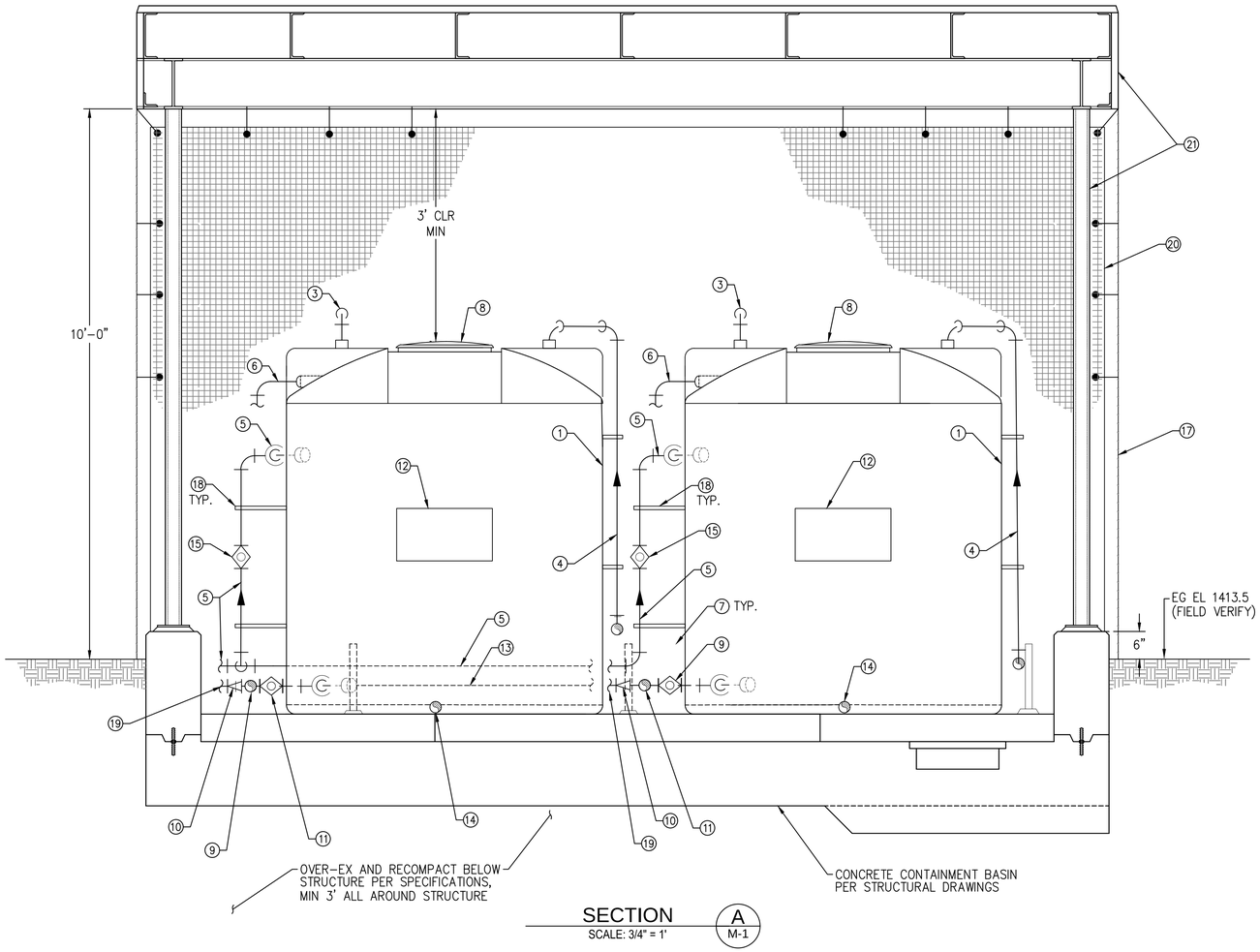
GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION

REV 9

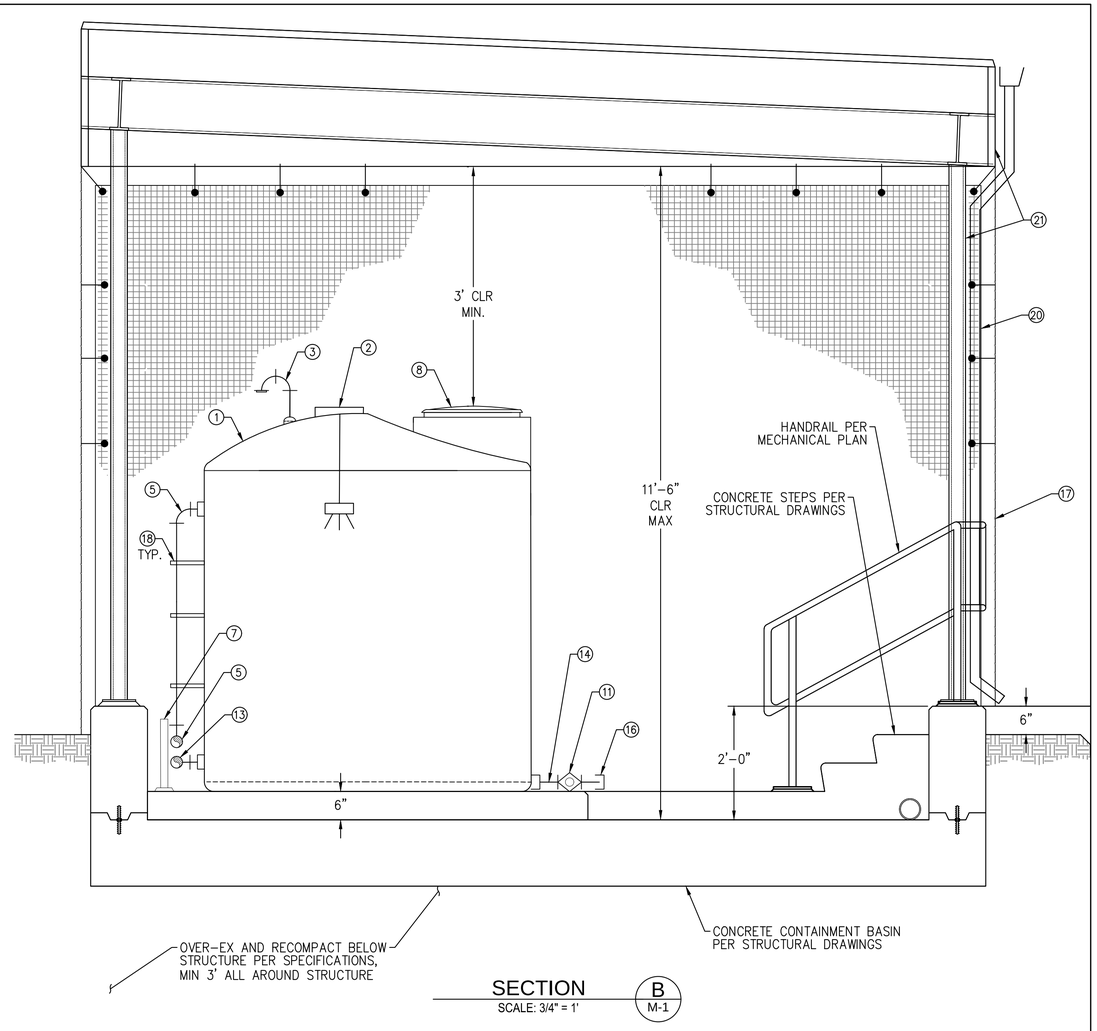
SCALE	DESIGNED BY	DRAWN BY	DRAWING NUMBER	SHEET
AS SHOWN	B. PAINE	D. LAFRANCE	AS SHOWN	12
DATE	CHECKED	APPROVED	JOB NUMBER	DWG NO.
FEBRUARY 2020	J. ZIMMERLE	J. ZIMMERLE	60438759	M-1

CHEMICAL TANKS ENCLOSURE PLAN

\\ORANGE.NA.AECOMNET.COM\ORANGE\DCS\PROJECTS\ENV\60438759 RFF RIALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\M-1.DWG (02-12-20, 4:30:55PM)



SECTION A
SCALE: 3/4" = 1'
M-1



SECTION B
SCALE: 3/4" = 1'
M-1

CONSTRUCTION NOTES

1. 1000 GALLON SINGLE WALL HYPOCHLORITE STORAGE TANK (69" DIA. X 82" HEIGHT) WITH SEISMIC RESTRAINTS
2. ULTRASONIC LEVEL INDICATOR FOR HYPOCHLORITE STORAGE TANK
3. 2" SCH. 80 CPVC AIR VENT, PER DETAIL 4 DWG M-5
4. 2" SCH. 80 CPVC TANK FILL LINE
5. 3/4" SCH. 80 CPVC RECIRCULATION LINE
6. 3" SCH. 80 CPVC TANK OVERFLOW
7. PIPE SUPPORT PER DETAIL 2, DWG M-5
8. 16" DIA. HYPOCHLORITE TANK ACCESS MANWAY
9. 2" SCH. 80 CPVC METERING PUMP SUCTION
10. 2"X 2" SCH. 80 PVC TEE
11. 2" CPVC BALL VALVE
12. CHEMICAL TANK SIGN PER DETAIL 3 DWG M-5
13. 3/4" SCH. 80 CPVC METERING PUMP SUCTION
14. 2" SCH. 80 CPVC TANK DRAIN
15. 3/4" CPVC BALL VALVE
16. 2" SCH. 80 CPVC NPT END CAP
17. 10' HIGH CHAINLINK FENCE PER SPPWC STD PLAN 600-2, PROVIDE TOP RAIL IN LIEU OF TENSION WIRE AND ADDITIONAL BOTTOM RAIL FOR SUN SHADE ATTACHMENT
18. UNISTRUT PIPE SUPPORT FROM TANK WALL PER TANK MANUFACTURER
19. 2" X 3/4" SCH. 80 CPVC REDUCER BUSHING
20. PROVIDE SUN SHADE SCREENS ALL AROUND THE CHEMICAL CONTAINMENT FACILITY AS SHOWN. SCREENS SHALL BE SHADE CLOTH WOVEN OF POLYPROPYLENE FOR A SHADING FACTOR OF AT LEAST 85 PERCENT AND A WEIGHT OF NOT LESS THAN 5 OUNCES PER SQUARE FOOT. EACH SCREEN SHALL SPAN OVER THE VERTICAL SPACE BETWEEN THE FENCE POSTS AND BETWEEN THE TOP AND BOTTOM FENCE RAILS. SCREENS SHALL BE COMPLETE WITH GROMMETS, TIE-DOWNS, AND DEVICES FOR ANCHORING TO THE CHAINLINK FENCE. SCREENS SHALL BE 850 SHADE CLOTH AS MANUFACTURED BY THOR TARP, A DIVISION OF ODIN INTERNATIONAL. PRIOR TO FABRICATION, SUBMIT TO THE ENGINEER FOR REVIEW DESCRIPTIVE INFORMATION, CHOICE OF COLOR AND A SAMPLE OF THE SCREEN.
21. PRE-ENGINEERED CANOPY PER SPECIFICATION

N

0 1' 2' 3' 4'
SCALE: 3/4" = 1'-0"

DIAL 811
DIGALERT
UNDERGROUND SERVICE ALERT
PLAY IT SAFE. DIAL BEFORE YOU DIG!
AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

REGISTERED PROFESSIONAL ENGINEER
BRYAN C. PAINE
No. C64334
Exp. 06/30/21
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
AECOM
999 TOWN & COUNTRY ROAD
ORANGE, CA 92868
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE
CHLORINATION SYSTEM INSTALLATION

REV 9

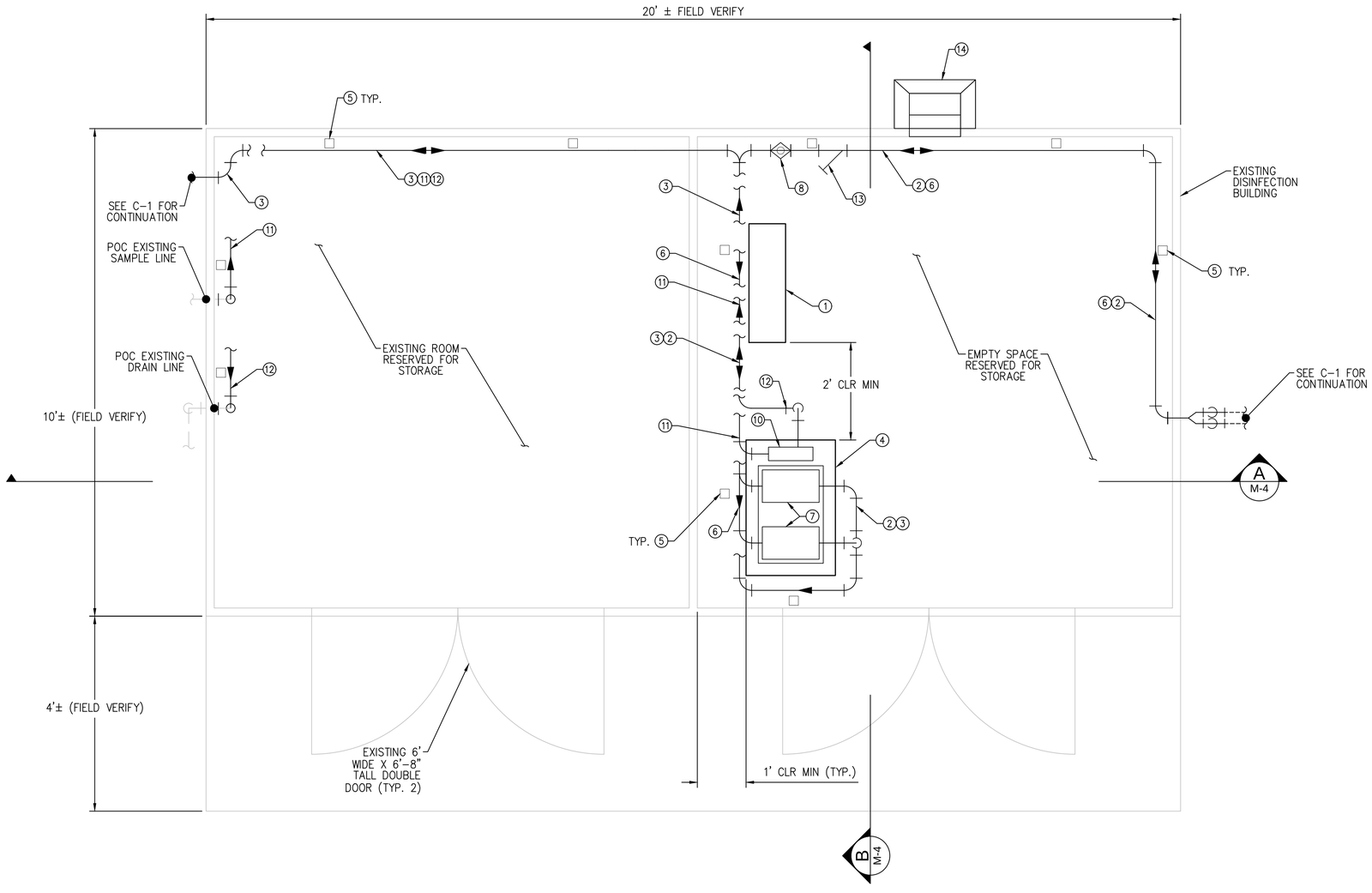
SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759

SHEET 13

CHEMICAL TANK ENCLOSURE SECTIONS

DWG NO. M-2

\\USORAPFLW001.NA.AECOMNET.COM\ORANGE\DCS\PROJECTS\ENV\60438759 RFF RIALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\M-2.DWG (02-11-20 12:44:02PM)



PLAN

SCALE: 3/4" = 1'

CONSTRUCTION NOTES

1. METERING PUMP CONTROL PANEL, SUPPORT PER DETAIL 3 DWG M-6
2. 3/4" SCH. 80 CPVC RECIRCULATION LINE
3. 1-1/2" SCH. 80 CPVC WITH 1/2" TEFLON TUBING METERING PUMP DISCHARGE WITH LONG RADIUS ELBOWS
4. PROVIDE 12" CONCRETE HOUSEKEEPING PAD SIZED PER MANUFACTURER'S RECOMMENDATIONS, MOUNT METERING PUMP SKID TO PAD PER MANUFACTURER'S RECOMMENDATIONS, ROUGHEN EXISTING FLOOR SLAB AS REQUIRED, PROVIDE #4 DOWELS AT 12" O.C. E.W., MIN 4" EMBD. INTO EXISTING FLOOR SLAB
5. PIPE SUPPORT PER DETAIL 2, DWG M-5, 5' OC SPACING
6. 3/4" SCH. 80 CPVC METERING PUMP SUCTION
7. DUAL DOSING PUMP SKID WITH TWO PERISTALTIC METERING PUMP ASSEMBLIES, EACH ASSEMBLY SHALL BE CAPABLE OF PROVIDING 3 GPH AT 85 PSI, INSTALL SKID EQUIPMENT AND PIPING PER DETAIL 2, DWG M-6, PROJECT SPECIFICATIONS, AND P&IDS
8. 3/4" CPVC BALL VALVE (TYP. 2)
9. NOT USED
10. CHLORINE RESIDUAL ANALYZER PER DETAIL 1, DWG M-6
11. 1-1/2" SCH. 80 CPVC WITH 1/2" TEFLON TUBING SAMPLE LINE
12. 1" SCH. 80 CPVC ANALYZER DRAIN LINE, ROUTE AND CONNECT TO EXISTING DRAIN LINE AS REQUIRED
13. 3/4" CPVC STRAINER (TYP. 2)
14. WALL MOUNTED AIR CONDITIONER UNIT, CARRIER MODEL GCA 051B OR APPROVED EQUAL, MOUNT TO EXISTING BUILDING PER MANUFACTURER'S RECOMMENDATIONS

GENERAL NOTES

1. ALL PIPING AND EQUIPMENT PENETRATIONS THROUGH THE EXISTING BUILDING SHALL BE COMPLETELY SEALED AND WEATHER PROOFED AS REQUIRED.
2. CONTRACTOR SHALL FIELD VERIFY THE PLACEMENT OF ALL EQUIPMENT SHOWN HEREIN IN CONJUNCTION WITH THE EXISTING BUILDING DIMENSIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO FURNISHING OR INSTALLING ANY EQUIPMENT.

N

0 1' 2' 3' 4'

SCALE: 3/4" = 1'-0"

DIAL 811 DIG ALERT UNDERGROUND SERVICE ALERT

PLAY IT SAFE. DIAL BEFORE YOU DIG!

AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

REGISTERED PROFESSIONAL ENGINEER BRYAN C. PAINE No. C64334 Exp. 06/30/21 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:

AECOM

999 TOWN & COUNTRY ROAD
ORANGE, CA 92868
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION

REV 9

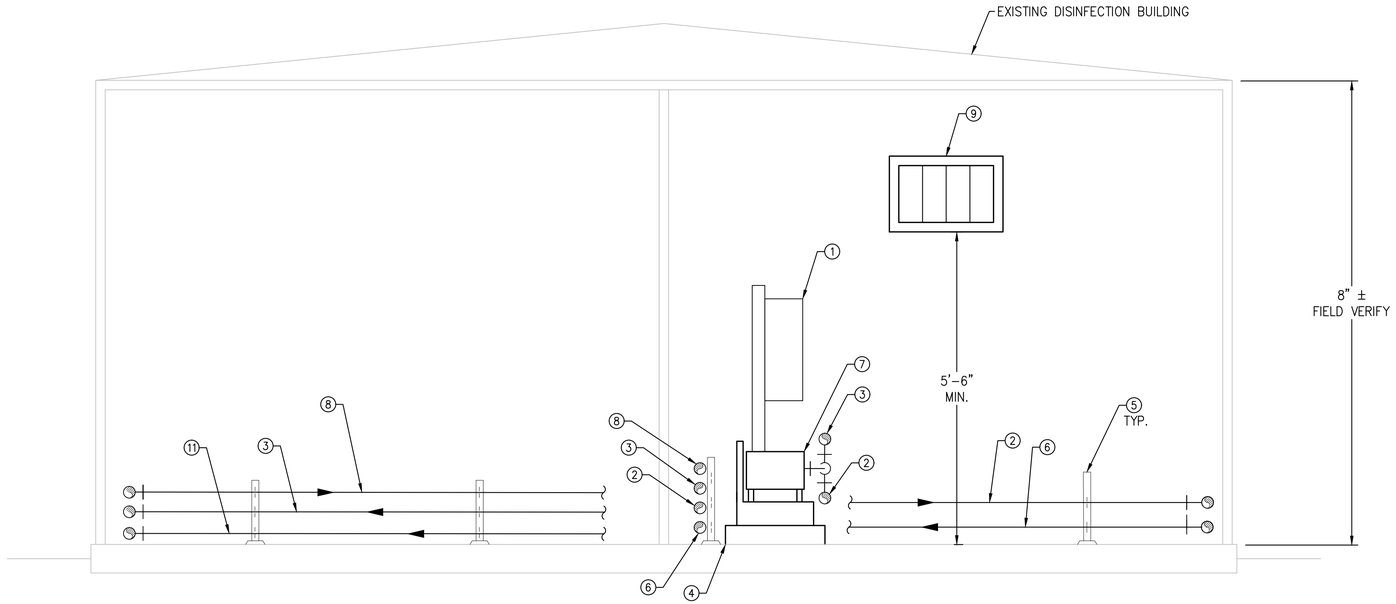
SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759

SHEET 14

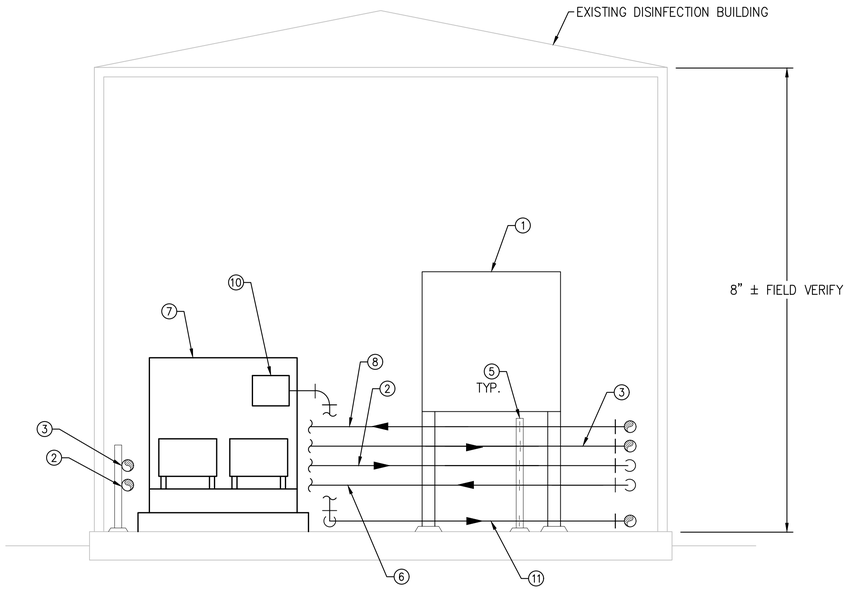
CHEMICAL FEED SYSTEM PLAN

DWG NO. M-3

\\USGRA1PFLW001.NA.AECOMNET.COM\ORANGE\DGS\PROJECTS\ENV\60438759 RFF RIALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\M-3.DWG (02-11-20 12:49:15PM)



SECTION A
SCALE: 3/4" = 1'
M-3



SECTION B
SCALE: 3/4" = 1'
M-3

CONSTRUCTION NOTES

1. METERING PUMP CONTROL PANEL, SUPPORT PER DETAIL 3 DWG M-6
2. 3/4" SCH. 80 CPVC RECIRCULATION LINE
3. 1-1/2" SCH. 80 CPVC WITH 1/2" TEFLON TUBING METERING PUMP DISCHARGE WITH LONG RADIUS ELBOWS
4. PROVIDE 12" CONCRETE HOUSEKEEPING PAD SIZED PER MANUFACTURER'S RECOMMENDATIONS, MOUNT METERING PUMP SKID TO PAD PER MANUFACTURER'S RECOMMENDATIONS, ROUGHEN EXISTING FLOOR SLAB AS REQUIRED, PROVIDE #4 DOWELS AT 12" O.C. E.W., MIN 4" EMBD. INTO EXISTING FLOOR SLAB
5. PIPE SUPPORT PER DETAIL 2, DWG M-5, 5' OC SPACING
6. 3/4" SCH. 80 CPVC METERING PUMP SUCTION
7. DUAL DOSING PUMP SKID WITH TWO PERISTALTIC METERING PUMP ASSEMBLIES, EACH ASSEMBLY SHALL BE CAPABLE OF PROVIDING 3 GPH AT 85 PSI, INSTALL SKID EQUIPMENT AND PIPING PER DETAIL 2, DWG M-6, PROJECT SPECIFICATIONS, AND P&IDS
8. 1-1/2" SCH. 80 CPVC WITH 1/2" TEFLON TUBING SAMPLE LINE
9. WALL MOUNTED AIR CONDITIONER UNIT, CARRIER MODEL GCA 051B OR APPROVED EQUAL, MOUNT TO EXISTING BUILDING PER MANUFACTURER'S RECOMMENDATIONS
10. CHLORINE RESIDUAL ANALYZER PER DETAIL 1, DWG M-6
11. 1" SCH. 80 CPVC ANALYZER DRAIN LINE, ROUTE AND CONNECT TO EXISTING DRAIN LINE AS REQUIRED

GENERAL NOTES

1. ALL PIPING AND EQUIPMENT PENETRATIONS THROUGH THE EXISTING BUILDING SHALL BE COMPLETELY SEALED AND WEATHER PROOFED AS REQUIRED.
2. CONTRACTOR SHALL FIELD VERIFY THE PLACEMENT OF ALL EQUIPMENT SHOWN HEREIN IN CONJUNCTION WITH THE EXISTING BUILDING DIMENSIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO FURNISHING OR INSTALLING ANY EQUIPMENT.

0 1' 2' 3' 4'
SCALE: 3/4" = 1'-0"

DIAL 811
DIGALERT
UNDERGROUND SERVICE ALERT
PLAY IT SAFE. DIAL BEFORE YOU DIG!
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REGISTERED PROFESSIONAL ENGINEER
BRYAN C. PAINE
No. C64334
Exp. 06/30/21
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
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999 TOWN & COUNTRY ROAD
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TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE
CHLORINATION SYSTEM INSTALLATION

REV 9

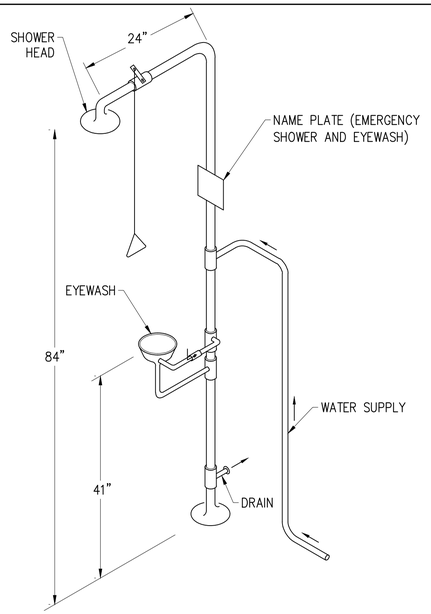
SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759

SHEET 15

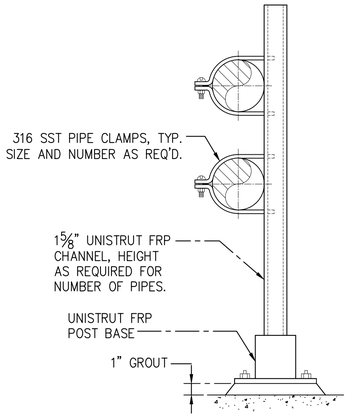
CHEMICAL FEED SYSTEM SECTIONS

DWG NO. M-4

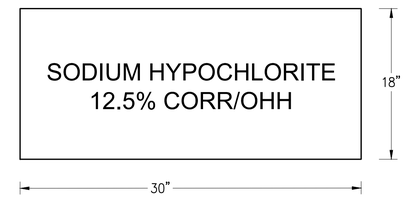
\\USORA1PFLWO01.NA.AECOMNET.COM\ORANGE\DCS\PROJECTS\ENVA\60438759 RIFF RIALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\M-4.DWG (02-11-20, 12:56:08PM)



EYEWASH STATION (1 / -)
NOT TO SCALE



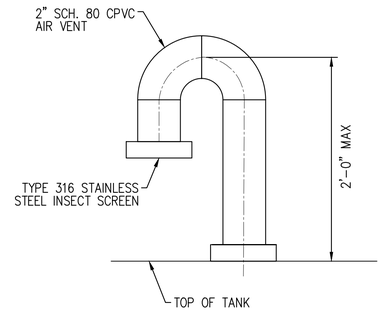
PIPE SUPPORT (2 / -)
NOT TO SCALE



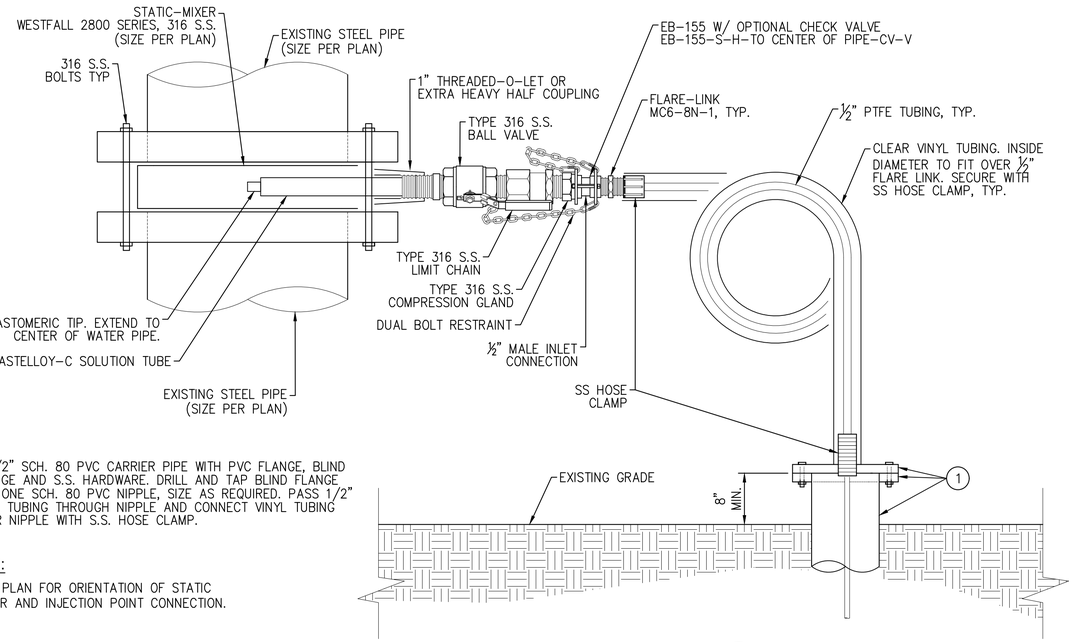
NOTES:

1. ALL LETTERS ARE A MINIMUM OF 2" IN HEIGHT.
2. SIGN MAY BE A STICKER.

TANK SIGN (3 / -)
NOT TO SCALE



TANK AIR VENT (4 / -)
NOT TO SCALE

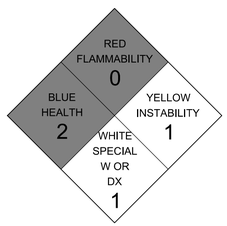


(1) 1-1/2" SCH. 80 PVC CARRIER PIPE WITH PVC FLANGE, BLIND FLANGE AND S.S. HARDWARE. DRILL AND TAP BLIND FLANGE FOR ONE SCH. 80 PVC NIPPLE, SIZE AS REQUIRED. PASS 1/2" PTFE TUBING THROUGH NIPPLE AND CONNECT VINYL TUBING OVER NIPPLE WITH S.S. HOSE CLAMP.

NOTES:

1. SEE PLAN FOR ORIENTATION OF STATIC MIXER AND INJECTION POINT CONNECTION.

SODIUM HYPOCHLORITE INJECTION (5 / -)
NOT TO SCALE

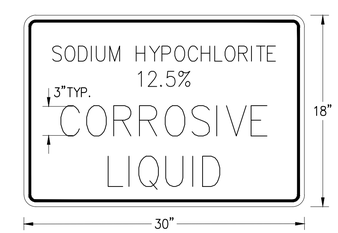


NaOCl (12.5%)

NOTES:

1. MOUNT THE SIGN ON THE ENCLOSURE AS SHOWN ON PLAN.
2. MOUNT PER NFPA 704.

NFPA SIGN (6 / -)
NOT TO SCALE



NOTE: ALL LETTERING SHALL BE IN PLAIN CAPITAL LETTERS ON A CONTRASTING BACKGROUND (WHITE ON BLACK) AND COMPLY TO OCFA STD.

HAZARD IDENTIFICATION SIGN (7 / -)
NOT TO SCALE

DIAL 811
DIGALERT
UNDERGROUND SERVICE ALERT
PLAY IT SAFE. DIAL BEFORE YOU DIG!
AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

REGISTERED PROFESSIONAL ENGINEER
BRYAN C. PAINE
No. C64334
Exp. 06/30/21
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:

AECOM
999 TOWN & COUNTRY ROAD
ORANGE, CA 92868
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION

SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759

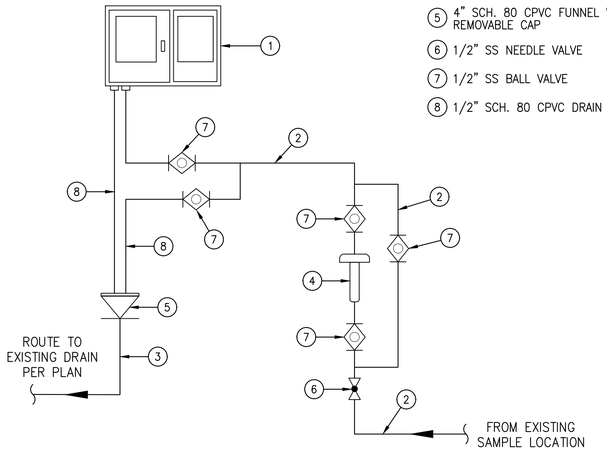
MECHANICAL DETAILS - 1

REV 9
SHEET 16
DWG NO. M-5

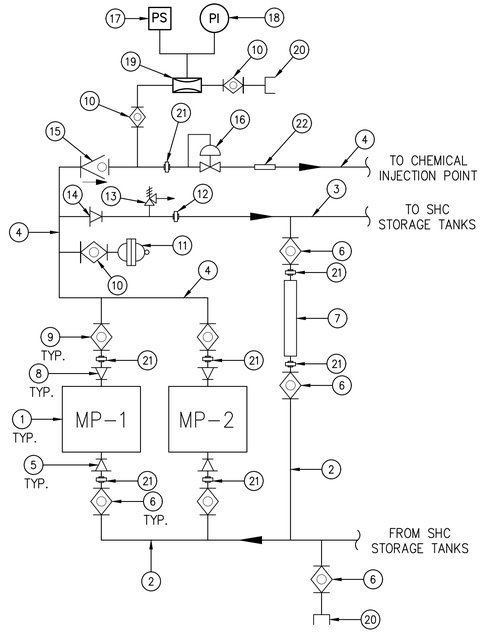
\\USGRA1PFILWO01.NA.AECOMNET.COM\ORANGE\DCS\PROJECTS\ENV\60438759 RFF RIALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\M-5.DWG (02-11-20 12:56:57PM)

CONSTRUCTION NOTES

1. FREE CHLORINE ANALYZER, HACH MODEL CLF10, MOUNTED ON METERING PUMP SKID
2. 1-1/2" SCH. 80 CPVC WITH 1/2" TEFLON TUBING SAMPLE LINE AND LONG RADIUS ELBOWS
3. 1" SCH. 80 CPVC DRAIN
4. FILTER ELEMENT
5. 4" SCH. 80 CPVC FUNNEL WITH REMOVABLE CAP
6. 1/2" SS NEEDLE VALVE
7. 1/2" SS BALL VALVE
8. 1/2" SCH. 80 CPVC DRAIN



CHLORINE ANALYZER SCHEMATIC 1
NOT TO SCALE



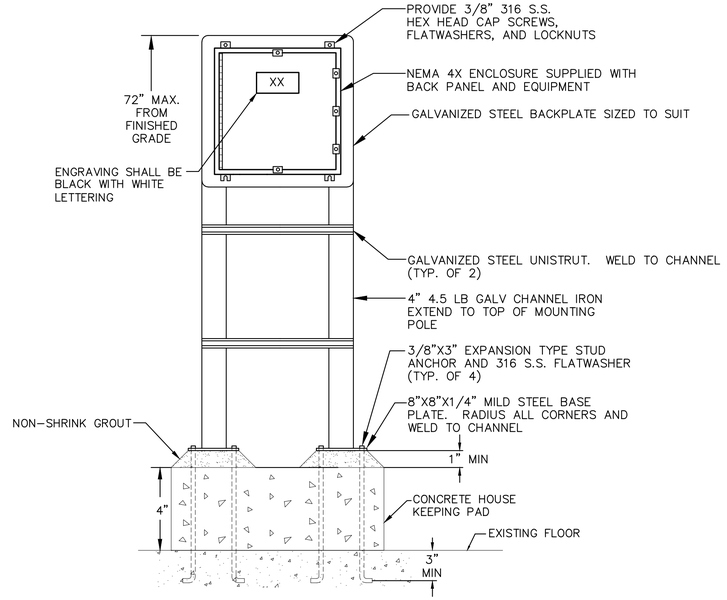
METERING PUMP SCHEMATIC 2
NOT TO SCALE

CONSTRUCTION NOTES

1. PERISTALTIC METERING PUMP, 2.5 GPH @ 80 PSI
2. 3/4" SCH. 80 CPVC SUCTION LINE
3. 3/4" SCH. 80 CPVC RECIRCULATION LINE
4. 1-1/2" SCH. 80 CPVC WITH 1/2" TEFLON TUBING DISCHARGE AND LONG RADIUS ELBOWS
5. 3/4" X 1/2" SCH. 80 CPVC REDUCER BUSHING
6. 3/4" CPVC BALL VALVE
7. CALIBRATION COLUMN
8. 1-1/2" X 1/2" SCH. 80 CPVC REDUCER BUSHING
9. 1-1/2" CPVC BALL VALVE
10. 1" CPVC BALL VALVE
11. PULSATION DAMPENER
12. 3/4" CPVC UNION
13. PRESSURE RELIEF VALVE
14. 1-1/2" X 3/4" SCH. 80 CPVC REDUCER BUSHING
15. 1-1/2" CPVC BALL CHECK VALVE
16. BACK PRESSURE VALVE
17. DIFFERENTIAL PRESSURE SWITCH
18. PRESSURE GAUGE (0-150 PSI)
19. DIAPHRAGM SEAL
20. FLUSHING CONNECTION
21. 1-1/2" CPVC UNION
22. FLOW SENSOR

GENERAL NOTES:

1. CONTRACTOR SHALL INSTALL ALL PIPING AND EQUIPMENT SHOWN HEREON IN COORDINATION WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE PROJECT SPECIFICATIONS.



STANCHION SUPPORT FOR ENCLOSURE 3
NOT TO SCALE

DIAL 811 DIGALERT
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REGISTERED PROFESSIONAL ENGINEER
BRYAN C. PAINE
No. C64334
Exp. 06/30/21
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
AECOM
999 TOWN & COUNTRY ROAD
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TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE
CHLORINATION SYSTEM INSTALLATION

REV 9

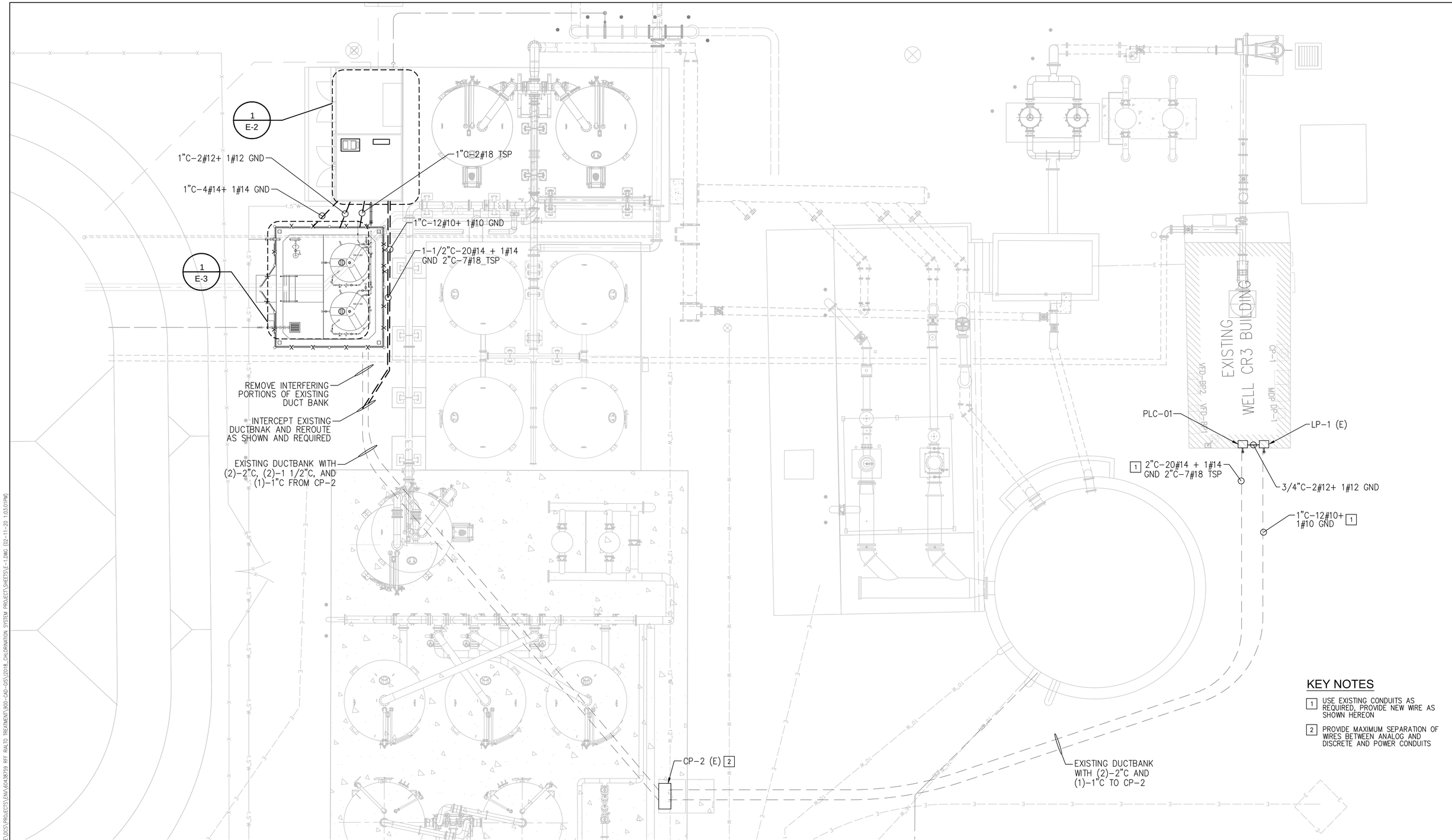
SCALE	AS SHOWN	DESIGNED BY	B. PAINE	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759

SHEET 17

MECHANICAL DETAILS - 2

DWG NO. M-6

\\USORA1PFLWI001.NA.AECOMNET.COM\ORANGE\LOCS\PROJECTS\ENV\60438759 RFF RIALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\M-6.DWG (02-11-20 12:57:40PM)



KEY NOTES

1. USE EXISTING CONDUITS AS REQUIRED, PROVIDE NEW WIRE AS SHOWN HEREON
2. PROVIDE MAXIMUM SEPARATION OF WIRES BETWEEN ANALOG AND DISCRETE AND POWER CONDUITS

0 30' 60' 120'
0 1" 2"

ELECTRICAL SITE PLAN

SCALE: 1" = 60'

DIAL 811 DIGALERT UNDERGROUND SERVICE ALERT
PLAY IT SAFE. DIAL BEFORE YOU DIG!
AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

REGISTERED PROFESSIONAL ENGINEER
ALLEN J. RANDALL
No. E9208
STATE OF CALIFORNIA
ELECTRICAL

PLANS PREPARED BY:
AECOM
999 TOWN & COUNTRY ROAD
ORANGE, CA 92868
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION

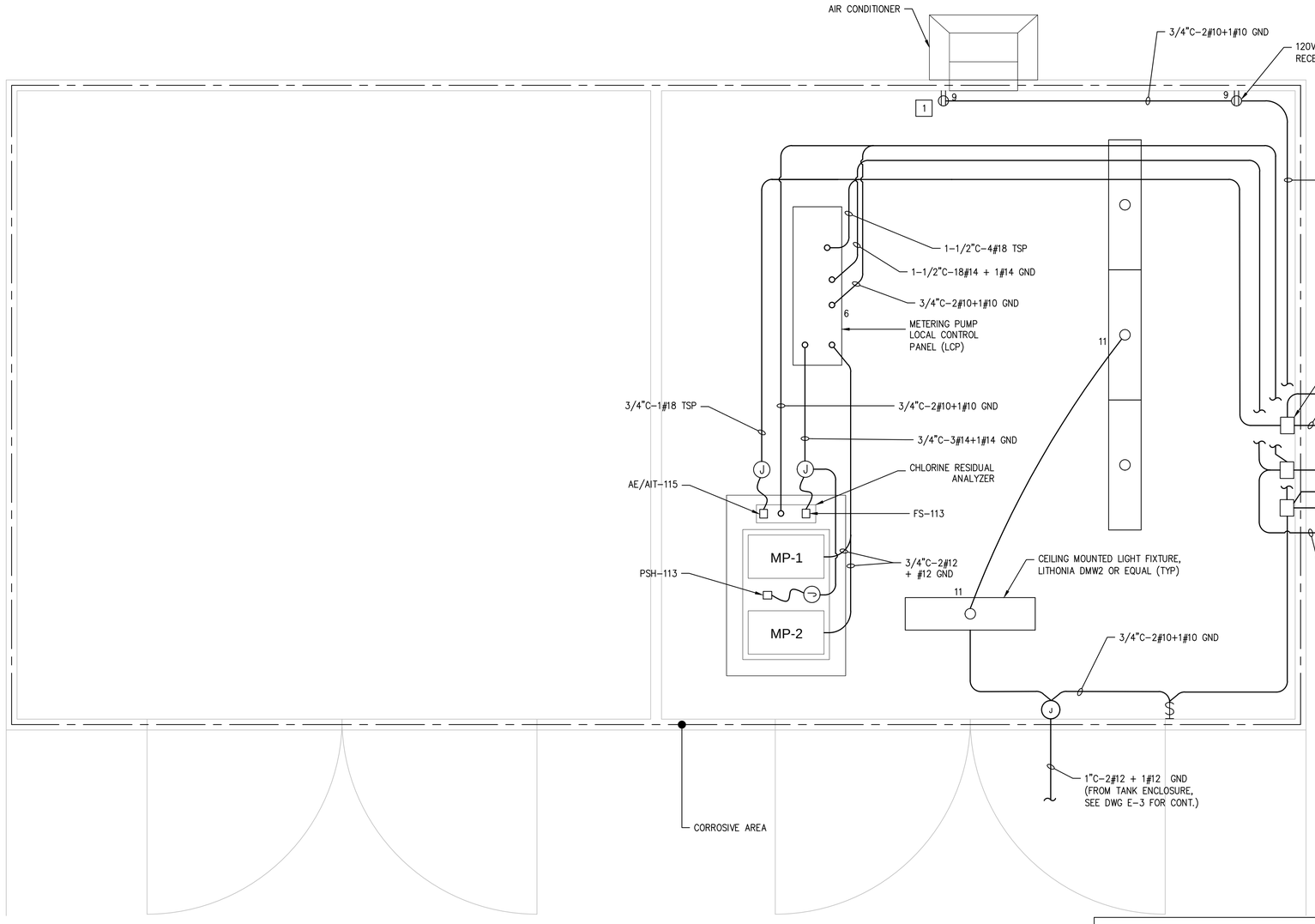
REV 9

SCALE	AS SHOWN	DESIGNED BY	A. RANDALL	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN	SHEET 18
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759	

ELECTRICAL PLAN

DWG NO. E-1

\\USORA1PFLWO01.NA.ACCONNET.COM\ORANGE\DOCS\PROJECTS\ENVA\60438759 RIFF RALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\E-1.DWG (02-11-20 1:03:01PM)



ELECTRICAL SYMBOLS

- CONDUIT EXPOSED
- QUANTITY #12 CURRENT CARRYING WIRES. (EQUIPMENT GND. NOT INCLUDED IN THE COUNT) IF NO LINES ARE SHOWN PROVIDE 2#12+1#12 GND
- A-1,3 — HOMERUN TO PANEL A, CIRCUITS 1 AND 3
- FLEXIBLE CONDUIT CONNECTION
- PANELBOARD
- JUNCTION BOX, CEILING
- DUPLEX RECEPTACLE

ELECTRICAL ABBREVIATIONS

A	AMPERES
AC	ALTERNATING CURRENT
AWG	AMERICAN WIRE GAUGE
C	CONDUIT
CB	CIRCUIT BREAKER
CKT	CIRCUIT
C.O.	CONDUIT ONLY
DWG	DRAWING
(E), EXIST	EXISTING
FIT	FLOW INDICATOR TRANSMITTER
FLEX	FLEXIBLE
FT	FLOW TRANSMITTER
G, GND	GROUND
HZ	HERTZ
JB	JUNCTION BOX
KVA	KILOVOLT-AMPERE
KW	KILOWATT
LCL	LONG CONTINUOUS LOAD
LIT	LEVEL INDICATING TRANSMITTER
LT	LEVEL TRANSMITTER
MP	METERING PUMP
P	POLE
PH	PHASE
PLC	PROGRAMMABLE LOGIC CONTROLLER
PSH	PRESSURE SWITCH HIGH
REC	RECEPTACLE
REF	REFERENCE
TEMP	TEMPERATURE
TYP	TYPICAL
V	VOLT
W	WATT, WIRE

NOTES

1. MOUNT RECEPTACLE ADJACENT TO AIR CONDITIONER UNIT
2. ROUTE WIRE IN EXISTING CONDUIT, REFER TO DRAWING E-1 FOR CONTINUATION

PLAN
SCALE: 1" = 1' - 0"

N

0 1 2 4
SCALE: 1" = 1'- 0"

EXISTING MINI POWERZONE LP-1

VOLTAGE: 120/240V
PHASE: 1Ø
WIRES 3W
AMPS: 60A

SOURCE: DP-1
PANEL LOCATION: INSIDE WELL BLDG
FAULT CURRENT: 10KAIC BRACED
M.L.O ☐ M.C.B ☒ 60A, 2P

	OTHER	REC.	LTG.	LOAD (WATTS) A	LOAD (WATTS) B	BREAKER	POLE	BKR. NO	BKR. NO	POLE	BREAKER	LOAD (WATTS) A	LOAD (WATTS) B	LGT.	REC.	OTHER	
EW-1 CONTROL CIRCUIT*				1000		15	1	1	2	2	25	696					EXHAUST FAN*
LIGHTING (EXTERIOR/INTERIOR)*			6		1080	20	1	3	4	2	15		2895				AIR CONDITIONER*
RECEPTACLE*		2		720		20	1	5	6	1	20	500					LCP
SPARE							1	7	8	1	20		200				AE/AIT-115
SPARE								9	10								SPARE
AIR CONDITIONER + RECEPTACLE	1			720				11	12								SPARE
LIGHTING + RECEPTACLE		1	6		540			13	14								SPARE
SUBTOTAL WATTS				2440	1620			0	0			1196	3075				SUBTOTAL WATTS

TOTAL WATTS A PHASE 3636
TOTAL WATTS B PHASE 4695

MAX COMM. PHASE AMPS 35
TOTAL CONNECTED KVA 8.3
TOTAL DEMAND KVA 8.3
TOTAL AMPS 34.7

*EXISTING LOADS

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REGISTERED PROFESSIONAL ENGINEER ALLEN J. RANDALL No. E9206 ELECTRICAL STATE OF CALIFORNIA

PLANS PREPARED BY:
AECOM
999 TOWN & COUNTRY ROAD
ORANGE, CA 92868
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION

REV 9

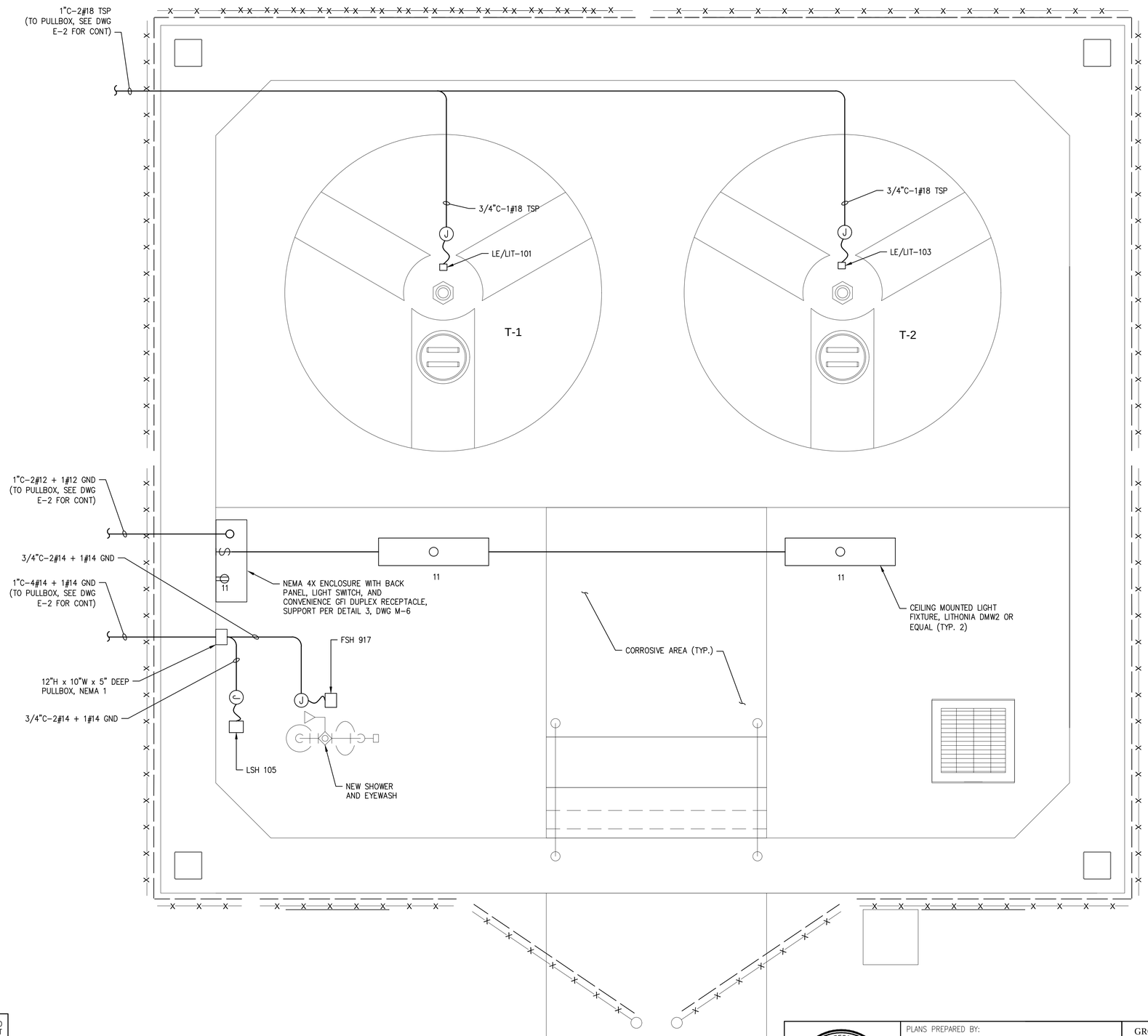
SCALE	AS SHOWN	DESIGNED BY	A. RANDALL	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759

SHEET 19

ELECTRICAL DETAIL PLAN -1

DWG NO. E-2

\\USORA1FILWI01.NA.AECOMNET.COM\ORANGE\DCS\PROJECTS\ENVA\60438759 RIFF RAILTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\E-2.DWG (02-11-20 1:05:48PM)



PLAN
SCALE: 1" = 1' - 0"
0 1 2 4
SCALE: 1" = 1'- 0"

ELECTRICAL SYMBOLS

- CONDUIT EXPOSED
- QUANTITY #12 CURRENT CARRYING WIRES. (EQUIPMENT GND. NOT INCLUDED IN THE COUNT) IF NO LINES ARE SHOWN PROVIDE 2#12+1#12 GND
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G, GND	GROUND
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MP	METERING PUMP
P	POLE
PH	PHASE
PLC	PROGRAMMABLE LOGIC CONTROLLER
PSH	PRESSURE SWITCH HIGH
REC	RECEPTACLE
REF	REFERENCE
TEMP	TEMPERATURE
TYP	TYPICAL
V	VOLT
W	WATT, WIRE

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ELECTRICAL
STATE OF CALIFORNIA

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GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE
CHLORINATION SYSTEM INSTALLATION

SCALE	AS SHOWN	DESIGNED BY	A. RANDALL	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759

ELECTRICAL DETAIL PLAN - 2

REV 9
SHEET 20
DWG NO. E-3

\\USORAIPEL\WOO1.NA.AECOMNET.COM\ORANGE\DCS\PROJECTS\ENVA\60438759 RIFF RIALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\E-3.DWG (02-11-20 1:06:35PM)

INSTRUMENT TAG IDENTIFICATION

	PRIMARY LOCATION (b)NORMALLY ACCESSIBLE TO OPERATOR	FIELD MOUNT	AUXILIARY LOCATION (b)NORMALLY ACCESSIBLE TO OPERATOR
DISCRETE INSTRUMENTS	LCP		LCP
SHARED DISPLAY, SHARED CONTROL	LCP		LCP
COMPUTER FUNCTION	LCP		LCP
PROGRAMMABLE LOGIC CONTROL	LCP		LCP

(a) *DESIGNATIONS SUCH AS 100 (LOCAL CONTROL BOARD NO. 100), 200 (LOCAL CONTROL BOARD NO.200), ETC., ARE USED WHEN NECESSARY TO SPECIFY INSTRUMENT OR FUNCTION LOCATION.*

(b) *NORMALLY INACCESSIBLE OR BEHIND–THE–PANEL DEVICES OR FUNCTIONS ARE DEPICTED BY USING THE SAME SYMBOLS BUT WITH DASHED HORIZONTAL BARS, I.E.*

SINGLE INSTRUMENT OR OTHER COMPONENT HAVING MULTIPLE FUNCTIONS

(XXX) *SOFTWARE OR LOGIC RESIDENT IN DISTRIBUTED CONTROL SYSTEM (DCS) AT PROGRAMMABLE LOGIC CONTROLLER (PLC) XXX. SEE ASSOCIATED LOGIC DIAGRAMS.*

(XXX) *PANEL MOUNTED PILOT LIGHT WITH PANEL NUMBER DESIGNATION(i.e. XXX = 100, 200, ETC.).*

FY * *INSTRUMENT PANEL MOUNTED WITH COMPUTING OR CONVERTING FUNCTION*

CONVERT %

- E – VOLTAGE
- I – CURRENT
- P – PNEUMATIC
- A – ANALOG
- B – BINARY
- H – HYDRAULIC
- O – ELECTROMAGNETIC, SONIC
- R – RESISTANCE (ELECT.)
- D – DIGITAL
- PF – PULSE FREQUENCY

COMPUTE *

- SUMMING Σ
- SUBTRACTOR —
- MULTIPLYING X
- DIVIDING ÷
- ROOT EXTRACTION √
- PROPORTIONAL P
- DERIVATIVE R
- AVERAGING Σ/n
- RATIO I:I
- DIFFERENCE Δ
- HIGH SELECTING >
- LOW SELECTING <
- INTEGRAL I

(XXX) DESIGNATIONS OF CONTROL FUNCTIONS ASSOCIATED INSTRUMENT OR OTHER COMPONENTS.

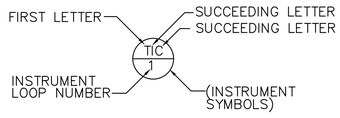
- AC – AUTO/CLOSE
- AHC – AUTO/HOLD/CLOSE
- AM – AUTO/MANUAL
- C – CLOSE
- DEV – DEVIATION
- ES – EMERGENCY STOP
- HOA – HAND/OFF/AUTO
- HOR – HAND/OFF/REMOTE
- LOS – LOCKOUT STOP
- LR – LOCAL/REMOTE
- N.C. – NORMALLY CLOSED
- N.O. – NORMALLY OPEN
- MOA – MANUAL/OFF/AUTO
- O – OPEN
- OL – OVERLOAD (MOTOR)
- OO – ON/OFF
- OCA – OPEN/CLOSE/AUTO
- OSC – OPEN/STOP/CLOSED
- POT – POTENTIOMETER
- RST – RESET
- RL – RAISE/LOWER
- RSL – RAISE/STOP/LOWER
- SD – SHUTDOWN
- SEL – SELECT
- SP – SET POINT
- SR – START/RESET
- SS – STOP/START
- WA – WARNING ALARM

ISA FUNCTION IDENTIFICATION TABLE

	FIRST–LETTER		SUCCEEDING–LETTERS		
	MEASURED OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A	ANALYSIS		ALARM		
B	BURNER, COMBUSTION				
C	CONDUCTIVITY			CONTROL	CLOSED
D	DENSITY	DIFFERENTIAL			
E	VOLTAGE		SENSOR (PRIMARY ELEMENT)		
F	FLOW RATE	RATIO (FRACTION)			
G	GAGE		GLASS, VIEWING DEVICE		
H	HAND				HIGH
I	CURRENT (ELECTRICAL)		INDICATE		
J	POWER	SCAN			
K	TIME, TIME SCHEDULE	TIME RATE OF CHANGE		CONTROL STATION	
L	LEVEL		LIGHT		LOW
M	MOTOR, MOISTURE	MOMENTARY			MIDDLE, INTERMEDIATE
N	TORQUE		ISOLATE	ISOLATOR	
O	USER SPECIFIED		ORIFICE, RESTRICTION		OPEN
P	PRESSURE, VACUUM		POINT (TEST) CONNECTION		
Q	QUANTITY	INTEGRATE, TOTALIZE			
R	RADIATION		RECORD		
S	SPEED, FREQUENCY	SAFETY		SWITCH	
T	TEMPERATURE			TRANSMIT	
U	MULTIVARIABLE		MULTIFUNCTION	MULTIFUNCTION	MULTIFUNCTION
V	VIBRATION, MECHANICAL ANALYSIS			VALVE, DAMPER, LOUVER	
W	WEIGHT, FORCE		WELL		
X	RUN	X AXIS		COMPUTE, CONVERT	
Y	EVENT, STATE OR PRESENCE	Y AXIS		*DRIVER, ACTUATOR, FINAL*	
Z	POSITION, DIMENSION	Z AXIS		CONTROL ELEMENT	

TYPICAL FORMAT:

- TIC–1 – INSTRUMENT IDENTIFICATION OR TAG NUMBER
- TIC – FUNCTIONAL IDENTIFICATION
- T – FIRST–LETTER
- IC – SUCCEEDING–LETTER(S)
- 1 – LOOP NUMBER



EXPANDED FORMAT:

- 10–PAH–1A — TAG NUMBER
- 10 — OPTIONAL PREFIX
- A — OPTIONAL SUFFIX

I UNDEFINED INTERLOCK DEVICE

MECHANICAL EQUIPMENT SYMBOLS

- CENTRIFUGAL PUMP
- VERTICAL TURBINE PUMP
- COMPRESSOR OR BLOWER
- EJECTOR
- METERING PUMP
- CHEMICAL INJECTION QUILL
- PROGRESSING CAVITY PUMP
- GEAR PUMP
- PERISTALTIC PUMP
- MIXER
- STATIC MIXER

PROCESS AND SIGNAL LINE SYMBOLS

- PROCESS LINE (1)
- INSTRUMENT OR CONNECTION TO PROCESS
- ELECTRIC SIGNAL
- PF — ELECTRIC PULSE FREQUENCY SIGNAL (0–100 CYCLE/SEC., 0–150 PULSE/MIN., etc.)
- PD — ELECTRIC PULSE DURATION SIGNAL (15 SEC., 3/12 SEC = 0 %, etc.)
- PNEUMATIC SYMBOL (2)
- HYDRAULIC SYMBOL
- CAPILLARY TUBE
- ELECTROMAGNETIC OR SONIC SIGNAL (3)
- INTERNAL SYSTEM LINK (SOFTWARE OR DATA LINK)
- MECHANICAL LINK
- CONNECTING LINES
- FIELD INSTRUMENT/ DEVICE
- X | I–1 — CONTINUED ON DWG I–__ AT A SIMILAR ARROW WITH LETTER X.
- VAR. — CONTINUED ON MULTIPLE SHEETS
- PROCESS INTERFACE CONNECTION POINT NOT SHOWN IN DRAWINGS

VALVE AND ACTUATOR SYMBOLS

- BUTTERFLY
- GATE VALVE
- KNIFE GATE
- CHECK VALVE
- BALL VALVE
- GLOBE VALVE
- DIAPHRAGM
- PLUG
- ECCENTRIC PLUG
- LUBRICATED PLUG
- 3–WAY GLOBE
- BALL CHECK VALVE
- MOTOR OPERATED BUTTERFLY
- PRESSURE REDUCING REDUCING REGULATOR
- SOLENOID VALVE
- 3–WAY SOLENOID
- NEEDLE VALVE
- PINCH VALVE
- ROTARY VALVE
- FLEX COUPLER
- DIAPHRAGM ACTUATED VALVE
- BACKPRESSURE VALVE
- MOTOR OPERATED BALL VALVE
- DRAIN VALVE & HOSE COUPLING
- PRESSURE RELIEF VALVE
- BACKFLOW PREVENTER
- REDUCER
- STRAINER
- CALIBRATION CHAMBER
- PRESSURE INDICATOR PULSATION DAMPENER

(1) REFER TO DWG G–3 FOR PIPING SERVICE SCHEDULE.

(2) THE PNEUMATIC SIGNAL SYMBOL APPLIES TO A SIGNAL NOT A SUPPLY SOURCE, USING ANY AS A MEDIUM. IF A GAS OTHER THAN AIR IS USED, THE GAS IS IDENTIFIED BY NOTE ON THE SIGNAL.

(3) ELECTROMAGNET PHENOMENA INCLUDE HEAT, RADIO WAVES, NUCLEAR RADIATION AND LIGHT.

INPUT/OUTPUT INTERFACE SYMBOLS

- = DIGITAL OUTPUT
- = ANALOG OUTPUT
- = DIGITAL INPUT
- = ANALOG INPUT

GENERAL NOTES

1. *ADDITIONAL INSTRUMENTATION AND CONTROL SYMBOLS MAY BE USED AS REQUIRED. SYMBOLS AND NOMENCLATURE ARE BASED ON ISA STANDARDS S5.1, S5.2, S5.4.*
2. *SEE ASSOCIATED ELECTRICAL AND MECHANICAL SYMBOL SHEETS FOR ADDITIONAL SYMBOLS AND ABBREVIATIONS.*
3. *FOR PIPE SIZES, MATERIAL, AS WELL AS DETAILS OF METER COUPLING AND OTHER MECHANICAL EQUIPMENT (E.G. VALVE, PUMP ETC.) SEE PROCESS AND INSTRUMENTATION DIAGRAMS, MECHANICAL DRAWINGS AND SPECIFICATIONS.*
4. *POWER SUPPLIES FOR LOOPS OR SYSTEMS SHALL BE FURNISHED BY THE INSTRUMENTATION MANUFACTURER TO MEET THE PARTICULAR CHARACTERISTICS (E.G. VOLTAGE AND CURRENT REQUIREMENTS) OF COMPONENTS IN EACH LOOP OR SYSTEM.*
5. *THOSE ITEMS IDENTIFIED BY AN ASTERISK SHALL BE PROVIDED BY THE SYSTEM PROCESS EQUIPMENT SUPPLIER.*
6. *P&ID'S DO NOT DISTINGUISH NEW FROM EXISTING MECHANICAL AND STRUCTURAL SYSTEMS. REFER TO 'M' SHEETS.*

DEVICE SYMBOLS

- M — MAGNETIC FLOWMETER
- ORIFICE PLATE
- FLOW TUBE
- J — ANNUBAR
- PROPELLER METER
- FE — ROTAMETER
- PD — POSITIVE DISPLACEMENT METER
- INLINE DIAPHRAGM SEAL
- SECONDARY PROCESS DIAPHRAGM SEAL
- *ULTRASONIC LEVEL INSTRUMENT*
- PI XXXX — PRESSURE INDICATOR
- LSH XXXX — LEVEL FLOAT SWITCH
- CORIOLIS METER

- AM — AQUEOUS AMMONIA
- SH — SODIUM HYPOCHLORITE
- SPL — SAMPLE
- D — DRAIN
- V — VENT'

DIAL 811 UNDERGROUND SERVICE ALERT
DIGALERT
PLAY IT SAFE. DIAL BEFORE YOU DIG!
AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

REGISTERED PROFESSIONAL ENGINEER — ALLEN J. RANDALL — No. E9206 — ELECTRICAL — STATE OF CALIFORNIA

PLANS PREPARED BY:
AECOM
999 TOWN & COUNTRY ROAD
ORANGE, CA 92868
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION

SCALE	DESIGNED BY	DRAWN BY	DRAWING NUMBER	REV
AS SHOWN	K. RAITHATHA	D. LAFRANCE	AS SHOWN	9
DATE	CHECKED	APPROVED	JOB NUMBER	SHEET
FEBRUARY 2020	J. ZIMMERLE	J. ZIMMERLE	60438759	21

INSTRUMENTATION LEGEND

DWG NO. N-1

\\USORAPPLIW001.NA.AECOMNET.COM\ORANGE\DCS\PROJECTS\ENV\60438759_RFF RIALTO TREATMENT\900–CAD–GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\N–1.DWG (02–11–20 1:07:18PM)

HMI

PLC-01

YAR 101A
YAR 101B
YAR 103A
YAR 103B
LAH 105
HS 111A
YIR 111B
YAR 111C
YIR 111D
SIK 111
SIR 111
HS 112A
YIR 112B
YAR 112C
YIR 112D
SIK 112
SIR 112
AIK 115
AIR 115
YAR 917

SHUT DOWN
SHUT DOWN
PUMP CONTROL LOGIC
PID
AC 115
TD
KY 113
ENABLE

LSHL 101
LSLL 101
LSHL 103
LSLL 103
AI
LAH 105

AI LN 101
AI LN 103
A
DO YN 111A
DI YN 111B
DI YN 111C
DI YN 111D
AO SC 111
AI SN 111
DO YN 112A
DI YN 112B
DI YN 112C
DI YN 112D
AO SC 112
AI SN 112
DI YN 114
DI YN 113
AI AN 115
DI YN 917

CALL
AUTO
FAIL
RUN
SPEED COMMAND
SPEED FEEDBACK
CALL
AUTO
FAIL
RUN
SPEED COMMAND
SPEED FEEDBACK
HIGH PRESSURE
LOW FLOW
CL2

PUMP 1
PUMP 2
SODUIM HYPO CHLORITE FEED SYSTEM LOCAL CONTROL PANEL

EMERGENCY SHOWER & EYEWASH
FSH 917
FROM PLANT WATER

TANK FILL CONNECTION
LE/LT 101
SODUIM HYPO CHLORITE TANK
T-1

CALIBRATION CHAMBER
SODUIM HYPO CHLORITE METERING PUMP 1
MP-1

PULSATION DAMPENER
PSH 113
PI 113
AE/AIT 115
FS 113
TO INJECTION LINE

TANK FILL CONNECTION
LE/LT 103
SODUIM HYPO CHLORITE TANK
T-2

SODUIM HYPO CHLORITE METERING PUMP 2
MP-2

LSH 201
CONCRETE CONTAINMENT BASIN

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REGISTERED PROFESSIONAL ENGINEER
ALLEN J. RANDALL
No. E9206
STATE OF CALIFORNIA
ELECTRICAL

PLANS PREPARED BY:
AECOM
999 TOWN & COUNTRY ROAD
ORANGE, CA 92868
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE
CHLORINATION SYSTEM INSTALLATION

REV 9

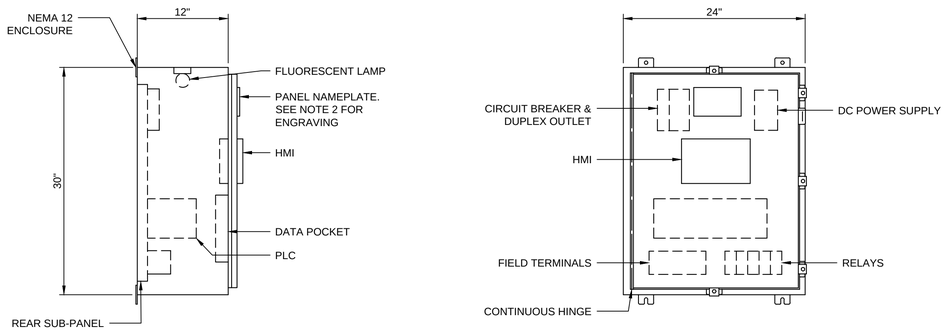
SCALE	AS SHOWN	DESIGNED BY	K. RAITHATHA	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759

SHEET 22

CHEMICAL FEED SYSTEM P&ID

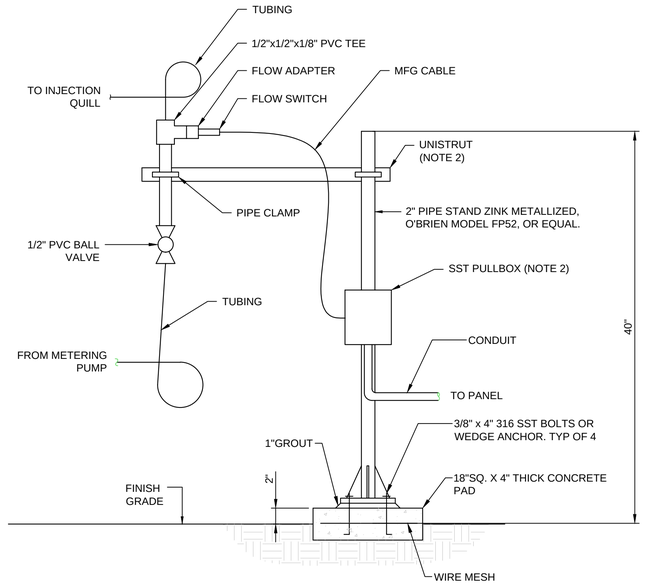
DWG NO. N-2

\\USGRAL1FIL\W001.NA.AECOMNET.COM\ORANGE\DCS\PROJECTS\ENV\60438759 RFF RIALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\N-2.DWG (02-11-20, 1:07:56PM)



PLC-01 PANEL 1 –

SCALE: NONE

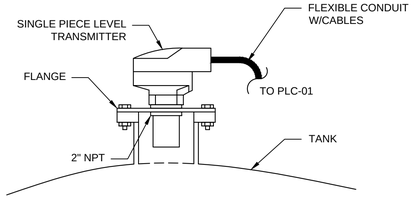


FLOW SWITCH DETAIL 2 –

SCALE: NONE

NOTES

1. UNLESS OTHERWISE NOTED, ALL HARDWARE SHALL BE 316 SST.
2. SECURE TO PIPE STAND USING U-BOLTS.



ULTRASONIC TANK LEVEL SENSOR MOUNTING 3 –

SCALE: NONE

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UNDERGROUND SERVICE ALERT
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REGISTERED PROFESSIONAL ENGINEER
ALLEN J. RANDALL
No. E9206
ELECTRICAL
STATE OF CALIFORNIA

PLANS PREPARED BY:

AECOM

999 TOWN & COUNTRY ROAD
ORANGE, CA 92868
TEL (714) 567-2400

GROUNDWATER EXTRACTION AND TREATMENT SYSTEM COMBINED REMEDY SOURCE AREA OPERABLE UNIT, ROCKETS, FIREWORKS, AND FLARES SUPERFUND SITE CHLORINATION SYSTEM INSTALLATION

SCALE	AS SHOWN	DESIGNED BY	K. RAITHATHA	DRAWN BY	D. LAFRANCE	DRAWING NUMBER	AS SHOWN
DATE	FEBRUARY 2020	CHECKED	J. ZIMMERLE	APPROVED	J. ZIMMERLE	JOB NUMBER	60438759

INSTRUMENTATION DETAILS

REV 9

SHEET 23

DWG NO. N-3

\\USORAPFILWD01.NA.AECOMNET.COM\ORANGE\DCS\PROJECTS\ENV\60438759 RFF RIALTO TREATMENT\900-CAD-GIS\2018_CHLORINATION SYSTEM PROJECT\SHEETS\N-3.DWG (02-11-20 1:08:31PM)

Amendment to Four Party Implementation Agreement
(Regarding Contingent Water Supply to Colton)

This Amendment amends the Four Party Implementation Agreement made and entered into effective September 1, 2015, by and between Emhart, Rialto, Colton, and the County ("4-Party IA") to set forth the procedures and process to minimize or eliminate any disruption of distribution of domestic water supply through the Rialto municipal water system to Colton in the event of an interruption of operation of the Combined Remedies.

Recitals

Whereas, terms defined in the 4-Party IA and used in this Amendment shall have the meanings set forth in the 4-Party IA.

Whereas, to facilitate operation of the Combined Remedies, Colton has leased its water rights in the Basin to Emhart and the County, and Rialto has leased certain of its water rights in the Basin to the County, as described in Paragraph V. of the 4-Party IA.

Whereas, as set forth in the 4-Party IA, upon startup, the Combined Remedies will pump water from the Basin, treat that water at the Combined Treatment Plant to remove perchlorate and VOCs, and deliver the treated water to Rialto.

Whereas, Rialto will receive all water treated by the Combined Treatment Plant, and deliver to Colton a volume of water equivalent to the Colton Water Rights utilized by the County and Emhart at the Combined Treatment Plant.

Whereas, Paragraph V.B.1.b. of the 4-Party IA provides that "Colton shall, at Emhart's request, take all reasonable actions to manage its municipal water supply system, including if necessary, curtailing production at other Colton-owned water production wells in the Basin, to ensure that its water rights leased to Emhart as provided in [4-Party IA] Paragraph V can be utilized for the Work."

Whereas Paragraph III.A.2. of the 4-Party IA provides that, subject to the terms of the Work Consent Decree, Emhart is responsible, *inter alia*, for the cost of the design, permitting, installation, and/or construction of the additional piping and infrastructure necessary to deliver water to the Colton municipal water supply system pursuant to Emhart's lease of Colton Water Rights either through the existing Rialto municipal water supply system or by some other means agreed to by the Parties in writing.

Whereas, Colton has leased its Colton Water Rights in the Basin to the County and Emhart as set forth in Paragraph V. of the 4-Party IA, and if Emhart and the County use the maximum amount of those Colton Water Rights for the Combined Remedies, Colton would have to stop pumping water from its Well Nos. 15 and 17, both of which have been impacted by perchlorate and are connected to a resin treatment system (the "Domecq Treatment System") that removes perchlorate prior to distributing the pumped water to Colton's water system.

Whereas, Well Nos. 15 and 17 are among the primary water supply wells for the Western Zone of Colton's water system.

Whereas, in the event of an interruption or disruption to water delivered from Rialto to Colton, unless Colton takes steps, such as using water rights it would otherwise lease to Emhart, to keep the Domecq Treatment System on standby, Colton cannot immediately restart Well Nos. 15 and 17.

Whereas, due to health and safety considerations, Colton does not intend to cease pumping and treatment operations at Well Nos. 15 and 17 unless there is an adequate contingent water supply that can supply the water needs of Colton's Western Zone in the event of an interruption or disruption to the operation of the Combined Treatment Plant or the distribution of water supply from Rialto to Colton.

Whereas, the Parties desire to provide procedures and process for the continued delivery of domestic water supply from Rialto to Colton in the event of an interruption or disruption to the operation of the Combined Remedies.

Amendment

Now, therefore, in consideration of the terms, conditions and mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the Parties agree to amend the 4-Party IA as follows:

1. **Defined Terms.** Terms defined in the 4-Party IA and used in this Amendment shall have the meanings set forth in the 4-Party IA.

2. **Backup Water Supply and Priority.** In the event that an interruption or disruption of the operation of the Combined Remedies threatens to impact Rialto's ability to supply water to Colton on a schedule that will meet Colton's minimum water needs as set forth in the operative Water Management Plan, subject to ongoing adjustment as set forth in Paragraph VI. of the 4-Party IA, the adjustment of which shall not be unreasonably denied, either Rialto, as operator of the Combined Remedies, or Colton shall promptly notify the Parties, and the Parties shall take steps to deliver water to meet Colton's minimum water needs in the following order:

(a) **Emhart and County's Option to Provide Alternative Backup Water.** Depending on the nature of the interruption or disruption to the Combined Remedies operation, the County and Emhart may direct pumping from Rialto-3, Miro-2, Miro-3, or EW-1, using Colton Water Rights, and Rialto shall deliver to Colton a volume of water equivalent to such supplemental pumping volume pursuant to Paragraph VI. of the 4-Party IA.

(b) **Rialto Well No. 5.** To the extent that the County and Emhart do not take the actions pursuant to Paragraphs 2.(a) or the actions taken are not sufficient to meet Colton's minimum water needs, Rialto will continue to deliver water to Colton, as necessary to meet Colton's minimum water needs, via the Randall Connector, and supplement water supply in the Rialto municipal water supply system by pumping an equivalent volume of water

from its well, known as Rialto Well No. 5, located on Etiwanda Avenue, east of Cactus Avenue.

i. Rialto's extraction of water at Rialto Well No. 5 and delivery of water to Colton via the Randall Connector, as required by Paragraph 2.(b), shall be pursuant to Colton Water Rights and any such extraction shall reduce the water rights leased by Colton to Emhart, as set forth in Paragraph V. of the 4-Party IA.

ii. The Parties recognize and acknowledge that Colton Water Rights are subject to the 1961 Decree and the 4-Party IA, and the exercise of Colton's Water Rights by Rialto and Emhart combined shall not exceed the amount of rights available as set forth in Paragraph V. of the 4-Party IA. To the extent the exercise of Colton Water Rights exceeds the amount Colton can pump without any penalties, fines, or assessments under the 1961 Decree, the Party(ies) responsible for the exceedance shall be liable for any penalties, fines, or assessments Colton would otherwise have to pay for exceeding its water rights.

iii. Rialto will deliver to Colton a volume of water equivalent to the volume pumped at Rialto Well No. 5 using Colton Water Rights at cost. Such cost shall be calculated based on Rialto's cost of operating Rialto Well No. 5 and any related lifting and/or chemical cost for treating water delivered to Colton.

iv. If Rialto Well No. 5 is not operable or cannot supply sufficient water to meet Colton's domestic water needs, Rialto shall provide notice to Colton and proceed to deliver water to Colton pursuant to Paragraph 2.(c).

(c) **Baseline Feeder.** If (i) Rialto Well No. 5 is not operable, (ii) Colton notifies Rialto that Rialto cannot utilize Colton Water Rights, or (iii) Rialto Well No. 5 cannot supply sufficient water to meet Colton's minimum water needs, Rialto shall continue to deliver water to Colton via the Randall Connector, as necessary to meet Colton's minimum water needs, and take delivery of an equivalent volume of water from its "Baseline Feeder" connection by utilizing Rialto's water rights in the Bunker Hill Basin. The Baseline Feeder is operated by San Bernardino Valley Municipal Water District and provides fully treated water pumped from two wells in the Bunker Hill Basin.

Rialto will sell the water delivered to Colton pursuant to Paragraph 2.(c) at cost. Such cost shall be calculated based on the amount Rialto would have to pay to utilize the Baseline Feeder for itself and any related lifting or replenishment cost for treating water to facilitate water delivery to Colton. As of 2020, the cost to Rialto for using water from the Baseline Feeder is

approximately $155 per acre-foot, including both cost per acre-foot of water and replenishment costs. This cost may change in the future. In lieu of paying this cost, Colton has the option of transferring its water rights in the Bunker Hill Basin in amount equal to the amount of water delivered to Colton pursuant to this Paragraph 2.(c) and paying any additional lifting costs necessary to pump and deliver Colton's water from the Bunker Hill Basin to Colton's municipal water system.

If the "Baseline Feeder" connection is insufficient to satisfy Colton's water needs, Rialto shall provide notice to Colton and proceed to deliver water to Colton pursuant to Paragraph 2.(d).

(d) **Encanto Connection.** Rialto has a connection at Encanto through the City of San Bernardino's water system. If the sources identified in Paragraphs 2.(a) through (c) above are insufficient to satisfy Colton's minimum water needs, Rialto will continue to deliver water to Colton, as necessary to meet Colton's minimum water needs, via the Randall Connector, and supplement water supply in the Rialto municipal water supply system by utilizing the Encanto connection. Rialto shall deliver such water to Colton at cost, currently estimated to be $227 per acre-foot. This cost may change in the future.

(e) If the sources identified above are insufficient to satisfy Colton minimum water needs, Rialto, Colton, the County, and Emhart shall meet and confer in good faith to assure Colton's water supply. If Rialto supplies the water, it shall do so at cost.

(f) Upon notice from Rialto that the disruption or interruption of the Combined Remedies has been resolved, normal operation pursuant to the operative Water Management Plan shall resume, provided that the Water Management Plan shall be updated to reflect the amount of Colton Water Rights already exercised pursuant to Paragraphs 2.(a) and (b) above.

3. **Colton's Determination of Water Needs.** In determining the amount of water Rialto is to supply to Colton for purposes of backup water pursuant to Paragraph 2. above, Colton shall, within its reasonable discretion, determine whether it can reduce the water needed from Rialto by management of Colton's municipal water supply system. Nothing in this amendment modifies Paragraph V.B.1.b. of the 4-Party IA.

4. **Notice.** Due to urgency concerns related to public health and safety risks caused by an interruption or disruption to water delivery, except as specifically provided otherwise, the notice described in Paragraph 2. above can be provided in writing, verbally, or via electronic mail, phone call, voicemail or any other reasonable means of communication.

5. **Dispute Resolution.** Any dispute regarding this amendment that is not resolved by the good faith negotiation set forth in Paragraph 2.(e) above shall be resolved pursuant to Paragraph XII of the 4-Party IA.

FOR EMHART INDUSTRIES, INC.:

By: _____
Emhart Industries, Inc.

Date: _____

FOR THE CITY OF RIALTO:

By: _____
City of Rialto

Date: _____

FOR THE CITY OF COLTON:

By: _____
City of Colton

Date: _____

FOR THE COUNTY OF SAN BERNARDINO:

By: _____
County of San Bernardino

Date: _____

2015 San Bernardino Valley RUWMP

Appendix H

AGREEMENT BETWEEN ORANGE COUNTY WATER DISTRICT AND CITY OF RIVERSIDE CONCERNING WATER RIGHTS

THIS AGREEMENT, dated as of July 24, 2006 is by and between ORANGE COUNTY WATER DISTRICT ("OCWD") and CITY OF RIVERSIDE ("CITY") (collectively, the "Parties").

EXPLANATORY RECITALS

A. In 1969, the Orange County Superior Court entered a stipulated judgment in *Orange County Water District v. City of Chino, et al.*, Orange County Superior Court No. 117628 (the "1969 Judgment") declaring rights in the Santa Ana River Watershed as between the water users located in the area shown on Exhibit A to the 1969 Judgment which lies upstream from Prado Dam (the "Upper Area") and the water users located in the area shown on Exhibit A to the 1969 Judgment which lies downstream from Prado Dam (the "Lower Area")(the areas shown on Exhibit A to the 1969 Judgment constitute the "Watershed"). OCWD and the City were parties in that case and to certain stipulations that led to the 1969 Judgment.

B. Pursuant to the 1969 Judgment and the stipulations leading to it, "water users and other entities in Lower Area have rights, as against all Upper Area claimants, to receive an average annual supply of 42,000 acre feet of Base Flow at Prado, together with the right to all Storm Flow reaching Prado Reservoir. Water users and other entities in Upper Area have rights in the aggregate, as against all Lower Area claimants, to divert, pump, extract, conserve, store and use all surface and ground water supplies originating within Upper Area without interference or restraint by Lower Area claimants, so long as Lower Area receives the water to which it is entitled under this Judgment and there is compliance with all of its provisions."

C. In addition, pursuant to the 1969 Judgment and the stipulations leading to it, "OCWD and the Lower Area Users are enjoined and restrained from pumping, producing and exporting or directly or indirectly causing water to flow from Upper to Lower Area, except as to salvage of evapo-transpiration losses . . . . The acquisition by Upper Districts or other Upper Area entities of Lower Area water rights shall in no way affect or reduce Lower Area's entitlement; and the acquisition of Upper Area water rights by OCWD or other Lower Area entities shall be deemed to be included within the aggregate entitlement of Lower Area and shall not increase said entitlement."

D. Further, pursuant to the 1969 Judgment and the stipulations leading to it, "[i]nsofar as Lower Area claimants are concerned, Upper Area water users and other entities may engage in unlimited water conservation activities, including spreading, impounding and other methods, in the area above Prado Reservoir, so long as Lower Area receives the water to which it is entitled under the Judgment and there is compliance with all of its provisions. Lower Area water users and other entities may make full conservation use of Prado Dam and reservoir, subject only to flood control use."

E. Further pursuant to the Stipulation for Judgment filed concurrently with the 1969 Judgment, "Water quality requirements, objectives and policy are a function of the Santa Ana River Basin Regional Water Quality Control Board and such other governmental agencies now in existence or as may be hereafter created or vested with such regulatory power. The provisions in the Judgment relating to quality are not to be construed or deemed to affect, or in any way detract from the right of any party hereto to urge such Board or other appropriate agency to take action designed to change or enforce water quality requirements, objectives and policy."

"Any of the undersigned defendants who participate directly in the management or control of sewage or other water treatment facilities agree that any water or effluent deposited by them into the Santa Ana River or its stream bed will not be of a lesser quality than will meet the present requirements of Santa Ana River Basin Regional Water Quality Control Board."

F. On September 3, 1999, OCWD petitioned the State Water Resources Control Board ("SWRCB") to modify the Declaration of Fully Appropriated Stream Status to allow the SWRCB to accept a water right application, later numbered Application 31174, that had been submitted previously by OCWD to the SWRCB (the "OCWD Application"). After evidentiary hearings on September 21, 2000, the SWRCB issued Order WR 2000-12, *In the Matter of the Petitions to Revise Declaration of Fully Appropriated Streams to Allow Processing of Specified Applications to Appropriate Water From the Santa Ana River*. That Order amended the Declaration of Fully Appropriated Streams, as adopted by SWRCB Order WR 98-08, to allow for processing of the OCWD Application and other applications. On January 11, 2002, the SWRCB thereupon publicly noticed the OCWD Application. The City protested the OCWD Application, alleging *inter alia* that in the application OCWD sought water rights in contravention of the 1969 Judgment. On August 9, 2002, the SWRCB accepted the City's protest and on October 18, 2002 OCWD responded to the City's protest. OCWD contends and the City disputes that the OCWD Application is consistent with the rights and obligations declared under the 1969 Judgment.

G. In furtherance of the OCWD Application, OCWD drafted an Environmental Impact Report ("OCWD's EIR"), which was circulated for public comment. In response to comments it received, OCWD revised its EIR and on March 30, 2006 recirculated the revised EIR for public comment.

H. The City is currently preparing a Programmatic EIR for its Recycled Water Master Plan ("PEIR"). This Recycled Water Master Plan is described in the City's PEIR. As part of its Recycled Water Master Plan, the City anticipates using treated effluent that is currently discharged into the Santa Ana River in excess of the City's obligation to discharge 15,250 afy into the River. The City represents that the PEIR and the Recycled Water Master Plan recognize and are consistent with the City's obligation to continue discharging 15,250 afy into the River and its other obligations under the 1969 Judgment.

I. The Parties have discussed their claims of right to divert, extract, use, conserve, store, or sell waters, including reclaimed waters. The Parties intend by this Agreement to resolve the City's protest to the OCWD Application.

J. The Parties agree that conjunctive use of water and utilization of reclaimed water to the maximum extent feasible within the SAR Watershed are important measures to maximize beneficial use of the water resources of the People of California.

AGREEMENTS

NOW THEREFORE the Parties agree as follows:

1. AFFIRMATION OF THE 1969 JUDGMENT

The Parties each acknowledge and affirm their respective rights and obligations, and those of the other Party, as set forth in the 1969 Judgment. Nothing in this Agreement is intended to diminish or abridge those rights and obligations.

OCWD also represents that nothing in the OCWD Application is intended to diminish rights of the Upper Area parties as they are set forth in the 1969 Judgment and OCWD agrees that it will not seek to compel City to continue to release flows in excess of those required under the 1969 Judgment. OCWD agrees that it will comply with all applicable provisions of the 1969 Judgment.

The Parties will ask the SWRCB to incorporate the entire 1969 Judgment into any permit/license to divert water resulting from its application.

The City represents that nothing in its Recycled Water Master Plan is intended to diminish rights of the Lower Area entities as they are set forth in the 1969 Judgment. The City agrees that it will comply with all applicable provisions of the 1969 Judgment.

2. DISMISSAL OF CITY'S PROTEST

Within 21 days after the effective date of this Agreement, the City will notify the SWRCB that the City withdraws its protest to the OCWD Application, subject to the request that the SWRCB's final order on the OCWD Application and any permit or license issued pursuant thereto incorporate the 1969 Judgment and this Agreement.

3. PEIR

Without waiving OCWD's rights to protect water quality of the water reaching Prado Dam, as long as the City is in material compliance with this agreement, OCWD will not bring, or join in, or assist in any protest before the SWRCB related to the City's Application No. 31372 to Appropriate Water from the Santa Ana River and/or any Change Petition(s) related to the subject of that Application (i.e., the City's appropriation of its treated effluent) nor will OCWD bring, or join in, or assist in any court or administrative action to challenge the City's PEIR, subject to the express condition that the City will not contend in any forum, now or in the future, that OCWD's

forbearance on the PEIR operates to bar, preclude or otherwise undermine OCWD's position that native water shall not be exported from the Watershed. Nothing herein prevents OCWD from challenging future environmental documentation or future projects. The parties will timely meet and confer in good faith with respect to any such challenges.

4. OCWD'S EIR

As long as OCWD is in material compliance with this Agreement, City will not bring or join in or assist in any court or administrative action to challenge OCWD's recirculated EIR, and the City will not make any other comments on OCWD's EIRs, draft or final, for projects covered by OCWD's Application.

5. NO CHALLENGE TO CITY'S CONSERVATION EFFORTS

Without waiving OCWD's rights to protect water quality of the water reaching Prado Dam, OCWD will not object to or bring, join in, or assist in any court or administrative action to challenge the City on projects to conserve and use recycled water within the Watershed, as long as such projects are consistent with the 1969 Judgment.

6. SPECIFIC ENFORCEMENT

The Parties agree that violation of the provisions of this Agreement cannot be adequately compensable in damages, and that the Parties lack an adequate remedy at law, and therefore agree that in any action to enforce this Agreement, this Agreement may be specifically enforced by any court of competent jurisdiction and any violation or threatened violation thereof may be enjoined.

The undersigned covenant and represent that they are duly and properly authorized to execute this Agreement and thereby bind the Party for whom they sign.

ORANGE COUNTY WATER DISTRICT

By: _____
Philip L. Anthony, President

Date: 6-7-06

By: _____
Virginia Grebbien, General Manager

Date: 6-13-06

APPROVED AS TO FORM
By _____
General Counsel for
Orange County Water District

CITY OF RIVERSIDE

By: _____
Michael J. Beck, Assistant City Manager

Date: July 24, 2006

Attest
By: _____
City Clerk

Date: July 24, 2006

APPROVED AS TO FO
CITY ATTORNEY'S OFFICE
_____
Deputy City Attorney

RECORDED PLEASE RETURN TO:

San Bernardino Valley
Water Conservation District
303 Brookside Avenue
Redlands, CA 92373

1

NO FEE
A

RECORDED IN OFFICIAL RECORDS
SEP 9 1976 AT 8 A.M.
V. DENNIS WARDLE
CLERK-RECORDER
SAN BERNARDINO COUNTY, CALIF.

SANTA ANA RIVER – MILL CREEK

COOPERATIVE WATER PROJECT AGREEMENT

MAY 3, 1976

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SANTA ANA RIVER - MILL CREEK

COOPERATIVE WATER PROJECT AGREEMENT

This Agreement is concluded by and between the Parties hereto to provide for the efficient and economical use of Local and Import Water supplies and shall be known as "The Cooperative Water Project Agreement," hereinafter sometimes referred to as "Agreement."

1. RECITALS

The Eligible Entities (as hereinafter defined), other than the San Bernardino Valley Municipal Water District, have water rights, including in certain cases water rights on the Santa Ana River and on Mill Creek, and have, in many cases for over seventy years, exercised those water rights for the purpose of supplying water to the water users of their respective Entities. Such Entities also have existing facilities which they have used for the development, diversion, and transmission of water from their respective sources of supply.

The San Bernardino Valley Water Conservation District has been engaged for many years in conserving and spreading water from the Santa Ana River and Mill Creek for the purpose of groundwater replenishment pursuant to rights which it holds for such purpose.

The San Bernardino Valley Municipal Water District has a contract with the State of California Department of Water Resources pursuant to the State Water Project under which it is importing a water supply into the San Bernardino Valley. Said District is presently engaged in the construction of local distribution facilities to make Import Water available for direct delivery, including groundwater recharge.

Pursuant to engineering studies which indicate that all of the Eligible Entities, as defined herein, will benefit from a cooperative water supply plan, it is the desire of the Parties to provide for the Parties' beneficial use of existing Local Water and of the available Import Water supply on an integrated basis utilizing various exchanges and transfers in order to provide the most economical, efficient, and dependable supply possible at a minimum of expense to water users and the taxpayers and to conserve energy. The studies indicate that the plan is of mutual benefit to all of the Eligible Entities and that

there will be no adverse effects or penalties to any of them or to other Entities not signatory to this Agreement.

2. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

a. Entity: An individual, partnership, corporation (including a mutual water company), or public agency.

b. Eligible Entity: Any Entity eligible to become a Party hereto as set forth in Section 3, below.

c. Party: Any Eligible Entity signatory to this Agreement in accordance with its terms and conditions.

d. Management Committee: The committee comprised of one representative from each Party to this Agreement.

e. Project Manager: The San Bernardino Valley Water Conservation District or any other public agency appointed by the Management Committee and approved by the San Bernardino Valley Municipal Water District, acting under the supervision of the Management Committee.

f. Import Water: Water imported by and belonging to San Bernardino Valley Municipal Water District pursuant to its contract with the State of California Department of Water Resources from the State Water Project.

g. Local Water: All water supplies, except Import Water, available to an Entity.

h. Entitlement Water: Local Water to which a Party has an entitlement as described in Exhibit A, which water rights are not necessarily any Party's total claim to water rights in the respective source listed. This definition is solely for purposes of this Agreement and not for the purpose of defining or establishing water rights with respect to any Party.

i. Exchange Water: Local Water or Import Water delivered to a Party in exchange for Entitlement Water. The quantity of Exchange Water delivered to a Party plus Deferred Exchange Water Credits earned by a Party shall be equal to the quantity of that Party's Entitlement Water delivered to and used by the Management Committee.

j. Simultaneous Exchange: Delivery of Exchange Water substantially at the same time the Party's Entitlement Water is being delivered to others. Unless otherwise provided in the rules adopted by the Management Committee, delivery of Simultaneous Exchange Water shall be at the same rate of flow and completed within 24 hours of the delivery of Entitlement Water.

k. Deferred Exchange: Delivery of Entitlement Water to others for a future delivery of Exchange Water. Deferred Exchange shall be made only as provided in Section 5f below.

l. Deferred Exchange Water Credit: A water credit for the quantity of Entitlement Water delivered to others in a Deferred Exchange.

m. Supplemental Water: Any water requested by and delivered to a Party other than said Party's Entitlement Water or Exchange Water.

n. Cooperative Water Project Facilities: Certain facilities constructed or to be constructed and owned and maintained by San Bernardino Valley Municipal Water District which shall be operated by the San Bernardino Valley Municipal Water District in accordance with the Project Manager's instructions to effectuate this Agreement, subject to the provisions of Section 15. These facilities are shown conceptually on Plate I herein.

o. Associated Water Facilities: Water facilities at or near the mouth of Santa Ana Canyon and Mill Creek owned by various Parties to this Agreement which shall be operated by the owners thereof in accordance with the Project Manager's instructions to effectuate this Agreement, as shown generally on Plates 2 and 3 herein.

p. Cooperative Water Project: Those facilities and the operational plan defined herein that permit the substitution of Exchange Water for Entitlement Water.

q. Historical Conditions: Methods and facilities used to take Entitlement Water into the respective distribution systems of the Parties prior to construction of the Cooperative Water Project Facilities.

r. Edison Company: The Southern California Edison Company, a corporation organized under the laws of the State of California.

s. Year: A calendar year unless specified otherwise.

t. State Contract: Contract between the State of California Department of Water Resources and the San Bernardino Valley Municipal Water District for a Water Supply, dated December 30, 1960, and all amendments thereto, heretofore or hereafter concluded.

3. ELIGIBLE ENTITIES

The following Entities shall be eligible to become Parties to this Agreement:

a. Bear Valley Mutual Water Company, a mutual water company, hereinafter referred to as "Bear Valley."

b. City of Redlands, a municipal corporation, hereinafter referred to as "Redlands."

c. Crafton Water Company, a mutual water company, hereinafter referred to as "Crafton."

d. East San Bernardino County Water District, a county water district organized and existing under the County Water District Law, Water Code Sections 30000, et seq, hereinafter referred to as "East San Bernardino." EVWD

e. Lugonia Water Company, a mutual water company, hereinafter referred to as "Lugonia."

f. North Fork Water Company, a mutual water company, hereinafter referred to as "North Fork."

g. Redlands Water Company, a mutual water company, hereinafter referred to as "Redlands Water."

h. San Bernardino Valley Munici al Water District, a municipal water district organized and existing under the Municipal Water District Law of 1911, Water Code Sections 71000, et seq, hereinafter referred to as "Valley District."

i. San Bernardino Valley Water Conservation District, a water conservation district organized and existing under the Water Conservation District Law of 1931, Water Code Sections 74000, et seq, hereinafter referred to as "Conservation District."

j. Yucaipa Valley County Water District, a county water district organized and existing under the County Water District Law, Water Code Sections 30000, et seq, hereinafter referred to as "Yucaipa District."

4. CONSTRUCTION OF COOPERATIVE WATER PROJECT FACILITIES

Subject to availability of funds, to budgetary, supply, and construction restraints, and to obtaining necessary approvals, permits, and agreements, Valley District shall design and construct the Cooperative Water Project Facilities so as to provide for delivery of water at the maximum flow rates and at the delivery points hereinafter specified. Each of the Parties shall have reasonable opportunity to inspect and study the Valley District's plans and specifications for all Cooperative Water Project Facilities during the planning stage and prior to the solicitation of bids for the construction thereof and may make comments and recommendations thereon to Valley District. Valley District shall make all reasonable efforts to commence construction of the first increment of the Cooperative Water Project Facilities, which consist of the facilities listed in Exhibit D, on or before

April 1, 1977, and bring the first increment to completion with reasonable diligence thereafter. Construction of additional increments will be scheduled by Valley District on a basis of need to meet water demands as determined by Valley District in consultation with the Management Committee. The obligations of Valley District hereunder shall be subject to the following specific conditions:

a. Facilities shown on Exhibit D which are required exclusively or primarily to deliver water to an Eligible Entity which does not become a Party to this Agreement by the effective date of this Agreement need not be built as a part of the first increment of the Cooperative Water Project Facilities nor at any subsequent time until the Eligible Entity shall become a Party.

b. The construction of facilities which would be physically, legally, or economically usable only in the event of the conclusion of the agreement with Edison Company provided for in Section 10 hereof shall be contingent upon the satisfactory conclusion of such an agreement.

c. The construction of facilities which are subject to a requirement of obtaining an approval or permit either for the construction of or for the use of such facilities shall be contingent upon obtaining such approval or permit in form satisfactory to Valley District. Valley District shall attempt to obtain all necessary approvals and permits with reasonable diligence.

d. Valley District with the advice of the Management Committee will schedule the construction of the facilities listed in Exhibit D to keep expenditures within the funds available to Valley District for construction of said facilities.

5. DELIVERY PROVISIONS

a. General

Subject to the delivery of Exchange Water by the Management Committee to replace any Entitlement Water delivered pursuant hereto, each of the Parties having Entitlement Water hereby makes available to the Management Committee said Party's supply of Entitlement Water for delivery and use pursuant to the terms of this Agreement.

East San Bernardino hereby makes available to the Management Committee, for exchange, water it is entitled to receive from North Fork by virtue of its ownership of North Fork stock. However, at such time as North Fork becomes a Party to this Agreement, East San Bernardino shall no longer be required to make the water from its stock ownership in North Fork available for exchange.

The Management Committee may cause delivery of water to be made to any Party entitled to and/or requesting said delivery from any source available to the Management Committee. In exercising its discretion hereunder, the Management Committee shall act on the basis of securing the maximum efficiency and economy in the use of the Local and Import Water supplies available to it.

All water deliveries shall be subject to:

(1) Rules and regulations adopted by the Management Committee.

(2) Scheduling requirements of the Management Committee.

(3) Payment of any charge imposed therefor.

(4) Limitations of available water supplies and capacity in the delivery facilities (including Valley District's Foothill Pipeline).

b. Import Water

Valley District hereby makes Import Water available to the Management Committee as scheduled for delivery and use as Exchange Water and Supplemental Water, subject to the availability of Import Water from the State Water Project, the equal rights of others within the boundaries of Valley District to receive Import Water, requirements for water service other than pursuant hereto, all of the requirements imposed by Valley District's contract with the State of California Department of Water Resources, and all applicable laws and regulations of water service.

c. Exchange Water and Supplemental Water

The Management Committee shall cause to be delivered to each of the Parties Exchange Water to replace any Entitlement Water made available by such Party and used by the Management Committee by Simultaneous Exchange, unless otherwise scheduled by the Party concerned and approved by the Management Committee. Exchange Water shall be delivered to each of the Parties at the points and up to the maximum instantaneous rates of flow specified in Exhibit B.

In addition to such deliveries, the Management Committee shall schedule Supplemental Water deliveries to any Party requesting the same.

d. Use of Cooperative Water Project Facilities to Convey Entitlement Water

A Party may request from the Management Committee delivery of any portion of its Entitlement Water through the Cooperative Water Project Facilities subject to availability of capacity in said facilities and to scheduling limitations.

Nothing in this Agreement shall be construed as authorizing the transport of Entitlement Water outside the boundaries of Valley District without prior approval of the Management Committee; however, in the case of a Party whose own boundaries extend beyond the boundaries of Valley District, that Party may transport Entitlement Water anywhere within its own boundaries.

e. Local Water

The Management Committee shall cause to be delivered to Valley District upon request Local Water if made available by a Party or Parties at flow rates, times, and at the delivery points specified by Valley District to the extent possible, using Cooperative Water Project Facilities, subject to Valley District delivering to the Management Committee an equal quantity of Import Water at the flow rates, times, and to delivery points as required to permit the Management Committee to make said delivery of Local Water to Valley District.

f. Deferred Exchange Water

All Parties with Deferred Exchange Water Credits shall be entitled to receive Deferred Exchange Water for such credits upon request. A Party's Deferred Exchange Water Credits shall be utilized by said Party within a two-year period subsequent to the accumulation of Deferred Exchange Water Credits, unless approved otherwise by the Management Committee.

g. Priorities

After provision for deliveries is made to Valley District and the San Gorgonio Pass Water Agency pursuant to Section 15 of this Agreement, then in case of scheduling, water availability, or facility constraints in any portion of the Cooperative Water Project Facilities, water deliveries in such portion shall be scheduled by the Management Committee on the following basis:

(1) First priority shall be given to Simultaneous Exchange Water.

(2) Second priority shall be given to Deferred Exchange Water.

(3) Third priority shall be given to Supplemental Water.

(4) Fourth priority shall be given to Entitlement Water delivered through Cooperative Water Project Facilities.

(5) Fifth priority shall be any use of the Cooperative Water Project Facilities by parties other than Eligible Entities.

h. Instructions

The Project Manager shall issue all instructions as directed by the Management Committee necessary to deliver water under the terms of this Agreement to the Parties using the Cooperative Water Project Facilities and the Associated Water Facilities.

6. MANAGEMENT

a. Management Committee

A Management Committee comprised of one person representing each of the Parties is hereby established.

(1) Duties: The Management Committee shall be responsible for:

(a) Setting operating rules, regulations, and policies not covered herein;

(b) Approving or disapproving requests for scheduling deliveries of water;

(c) Supervising the work of the Project Manager;

(d) Assisting in resolving disputes between Parties; and,

(e) Advising Valley District on pertinent design, construction, operations, and pricing policies.

(2) Appointments and Terms: Each of the members of the Management Committee shall be appointed by the Party he represents and shall serve at the pleasure of the appointing Party for a period of four (4) years and/or until appointment of a replacement. Notice of appointments shall be filed with the Project Manager. Members shall receive no compensation for their services; provided that in each case the appointing Party may provide such compensation as it deems appropriate.

(3) Quorum and Vote Required for Action: A majority of the members of the Management Committee not in default of this Agreement shall constitute a quorum for the transaction of business, and the vote of a majority of all of the members of the Committee shall be required to take any action.

(4) Officers: At its first meeting in each Year, the Management Committee shall select a chairman and such other officers as it may require. The Management Committee shall select a secretary who may be, but need not be, a member of the Management Committee. Said secretary shall keep an accurate record of all of its proceedings.

(5) Meetings and Notices: The Management Committee shall hold regular meetings at places and times to be specified in the rules to be adopted by the Management Committee. Notice of the scheduled or regular meetings and of any changes in time or place thereof shall be mailed to all persons who shall have filed a request therefor in writing with the Management Committee.

(a) Special meetings may be called at any time by the chairman or by any three (3) members of the Management Committee and shall be noticed as required by Government Code Section 54956.

(b) All meetings of the Management Committee shall be held in conformance with the requirements of Government Code Sections 54950, et. seq.

(6) Incurring of Expenses: Except as herein specifically provided, the Management Committee shall not be authorized to incur any expense on behalf of any or all of the Parties without the written consent of such Party or Parties.

b. Project Manager

Subject to the supervision of the Management Committee, the administration and management of the Cooperative Water Project Facilities shall be the responsibility of the Project Manager, which shall act as the executive arm of the Management Committee with the duty and responsibility to implement Management Committee rules, regulations, and policies and to direct the rate, time, place, and source of all water deliveries from the Cooperative Water Project Facilities and the Associated Water Facilities in accordance with the Management Committee's instructions.

c. Administrative Expenses

Expenses of the Project Manager and expenses of the Management Committee, except compensation for the services of the Management Committee members, shall be paid by Valley District. Valley District's payments for these expenses shall not exceed the budgeted amount set forth in an annual agreement between Valley District, the Project Manager, and the Management Committee without the consent of Valley District. Said agreement shall include terms and conditions of payment and rates of compensation for all services to be provided under said agreement.

7. OWNERSHIP AND OPERATION OF FACILITIES

Each of the Parties hereto shall retain the ownership of its own facilities together with full responsibility for their operation, maintenance, and replacement. The Associated

Water Facilities shall be operated in accordance with the Management Committee's instructions. The Cooperative Water Project Facilities shall be operated in accordance with the Project Manager's instructions to effectuate this Agreement, subject to the provisions of Section 15.

8. WATER QUALITY

All water delivered pursuant to this Agreement will be untreated and shall be of a quality suitable for its intended use, it being understood that suitability is to be determined by a rational method which includes consideration of the quality of the local water used prior to the adoption and implementation of this Agreement. This Agreement is adopted with the understanding that the present quality of Local, Exchange, Entitlement, Supplemental, and Import Water appears to be suitable for the intended uses. Each of the Parties agrees to operate its facilities so that the quality of the water is not impaired or degraded during diversion, transportation, or delivery.

If any Party is in violation of any water quality standards imposed on said Party by any governmental agency or unit because the quality of Exchange Water being delivered to said Party is lower than the quality of said Party's Entitlement Water, then said Party shall be entitled to revert to its Historical Conditions until the Exchange Water quality allows reasonable compliance with such standards.

9. RECORDS

Each Party hereto shall maintain such records and shall file such reports as may be reasonably required by the Management Committee and as may be required by law to protect any water rights affected hereby. In the event any of the Parties shall fail to maintain such records, the Management Committee may direct the Project Manager to estimate and maintain such records for such Party, and such Party shall be charged with the cost thereof.

The Project Manager shall be responsible for maintaining records on all water delivered pursuant to this Agreement.

The Management Committee shall have the right to measure flows of water as needed to satisfy the provisions of this Agreement; necessary access for said measurements will be provided without charge to the Management Committee by the Parties to this Agreement.

10. EDISON COMPANY AGREEMENTS

There are existing agreements between certain Parties to this Agreement and the Edison Company, including, but not limited to, a Grant Deed from Edison Company to Crafton dated February 27, 1929, and a Grant Deed from Crafton to Edison Company dated December 18, 1931. Valley District shall undertake with reasonable diligence to make the new arrangements and agreements with the Edison Company, Crafton and Bear Valley necessitated by the Cooperative Water Project Agreement and to use its best efforts therefor, provided that any such agreement which may in any way alter, modify, change, or affect the rights of any Party hereto under any existing agreements shall not be effective without the consent of such Party.

11. SHORTAGE OF SUPPLY OR TEMPORARY REDUCTION OR CESSATION OF DELIVERIES

a. Scheduled Shutdowns

Each of the Parties shall notify the Project Manager of a scheduled shutdown of any facility that would cause interruption of the Cooperative Water Project.

b. Interruption of Service

In the event of interruption of service in any portion of either the Cooperative Water Project Facilities or the Associated Water Facilities, the Project Manager may, to the extent possible, continue limited operations, and Parties whose delivery of Exchange Water has been interrupted will accrue Deferred Exchange Water Credit for such Exchange Water not delivered during the interruption of service, and such Deferred Exchange Water Credit shall not be subject to the two-year limitation stated in Section 5f but shall maintain its validity until used.

c. Temporary Discontinuance

If the Project Manager is unable to deliver quantities and qualities of water as provided for in this Agreement, it will immediately notify all the affected Parties that the Exchange Program is going to be temporarily discontinued until delivery schedules can be met or until the cause of the interruption is remedied.

After receiving notice of the temporary discontinuance of the Cooperative Water Project, each Party may revert to its Historical Condition.

When the Project Manager is again able to deliver the quantities and qualities of water as scheduled, it shall immediately notify the Parties and resume deliveries.

d. Continuity of Service

When it is necessary to interrupt service, the Project Manager and the Parties shall cooperate to minimize the down time and to restore service to all Parties as soon as possible.

12. BREACH

a. Right to Revert to Historical Conditions

In addition to any other remedies provided by law, in the event the terms and conditions of this Agreement are not complied with and there are no reasonable alternatives, any Party adversely affected by such breach and which is not itself in default may withhold delivery of its Entitlement Water and revert to its Historical Conditions until such breach is remedied.

b. Preliminary Determination of Serious Breach

A preliminary determination that such a breach has occurred may be made (1) by the Party concerned, with the concurrence of the Project Manager, or (2) without the concurrence of the Project Manager, in the manner hereinafter specified. In the event a Party claims such a breach has occurred and the Project Manager disagrees, the Party claiming breach has occurred shall poll other members of the Management Committee and, if any other two (2) members agree that such a breach has occurred, those members shall so certify to the Project Manager a breach has occurred. Immediately upon any preliminary determination that such breach has occurred, the Project Manager shall cause the Party claiming the breach to receive its Entitlement Water under Historical Conditions.

c. Rights to Judicial Relief Unaffected by Preliminary Determination

Nothing herein shall prevent any Party from seeking judicial relief either before or after any preliminary determination, and no preliminary determination shall be binding upon or affect the rights of any Party in connection with such a judicial proceeding.

13. WITHDRAWAL FROM THE COOPERATIVE WATER PROJECT AGREEMENT

No Party shall be entitled to withdraw from this Agreement without the written consent of all other Parties.

14. PROVISIONS WITH RESPECT TO PRESERVATION, TRANSFER, CONDEMNATION, AND DEFENSE OF WATER RIGHTS

With respect to the water rights to produce and use the Entitlement Water set forth in Exhibit A, it is agreed between the Parties hereto that the following shall apply:

a. Non-Use of Water

No Party hereto will lose any such water right by non-use, by use by another Party, by exchange, or by prescription.

b. Transfer

Each Party hereto may sell, mortgage, transfer, or otherwise alienate any such rights, provided that in the event of any such sale, transfer, foreclosure, or alienation of such rights, the transferee shall take such rights subject to the terms and conditions of this Agreement and shall be bound thereby. Prior to the consummation of any such sale, transfer, foreclosure, or alienation, the prospective transferee shall execute an instrument expressly assuming all of the obligations of the transferor under this Agreement with respect to such rights and deliver said instrument to the Management Committee. Until such instrument is so executed and delivered, such transaction shall be void.

c. Rights

The execution of this Agreement by the Parties hereto shall not be construed as constituting any alteration in the respective priorities or terms of any of the rights held by any of the Parties or any admission with respect to any of the rights or claims set forth herein. Between the Parties hereto the Management Committee shall consider that each Party has the rights claimed until otherwise instructed by the Party claiming such right or by the determination of the court with jurisdiction so to do.

d. Condemnation

Each of the Parties hereto, to the extent allowed by law, undertakes not to condemn or take, without consent of the owner thereof, any water rights, sources of water supply, water diversion, production or transmission facilities, or corporate stock owned by any Party hereto, which is subject to the terms of this Agreement, so long as the owner thereof is not in default hereunder.

e. Defense

Each of the Parties hereto shall be responsible for the defense of any rights claimed or asserted by it to produce and use the Entitlement Water set forth in Exhibit A hereto. As against anyone not a Party to this Agreement, Valley District shall defend this Cooperative Water Project Agreement and all rights arising from it.

f. Covenant and Lien

The provisions of this Agreement are hereby declared to be for the benefit of the water rights of the Parties hereto to produce and use the Entitlement Water set forth in Exhibit A. Said provisions are hereby made a covenant binding upon the owners of each such water right and their successors, heirs, transferees, and assigns for the benefit of the owners of each such other water right and their successors, heirs, transferees and assigns. The benefits and burdens of said covenant shall run with said water rights of the Parties hereto.

Each of the Parties hereto hereby grants a lien upon the said water rights to the other Parties hereto to secure its obligations hereunder, which lien shall be appurtenant to the said water rights of the other Parties hereto.

g. Successors and Assigns

Each and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto and their respective successors, heirs, transferees, and assigns.

h. None of the provisions of this Section 14 shall apply to or preclude Bear Valley from voluntarily or involuntarily transferring to Big Bear Municipal Water District, free and clear of any obligations of Bear Valley under this Agreement, all of the rights of Bear Valley to impound the natural water supply of Bear Valley behind Bear Valley Dam and later release such water which would otherwise flow in the Santa Ana River.

15. USE OF COOPERATIVE WATER PROJECT FACILITIES FOR DELIVERY OF WATER BY VALLEY DISTRICT

a. Use of Facilities

The Cooperative Water Project Facilities shall be available to Valley District for use as part of its water transmission facilities and may be used by it for the delivery of water to any Entity, whether a Party hereto or not.

b. San Gorgonio Pass Water Agency

Valley District has a contract with the San Gorgonio Pass Water Agency (Pass Agency) dated July 16, 1970, under which the Pass Agency has the option to obtain capacity in certain water transmission facilities constructed by Valley District and to receive deliveries of water or the right to operate the facilities, all upon the terms specified therein. The Cooperative Water Project Facilities to be constructed by Valley District constitute a portion of the water transmission facilities subject to the said contract, and in the event the Pass Agency exercises its option with respect thereto shall be constructed, maintained, and operated in compliance with the terms of the said contract.

SECTION 1611 of the CIVIL CODE

Ascertainment of Consideration:

When a contract does not determine the amount of the consideration nor the method by which it is to be ascertained or when it leaves the amount thereof to the discretion of an interested party, the consideration must be so much money as the object of the contract is reasonably worth.

16. WATER CHARGES AND PAYMENT PROVISIONS

Charges for water deliveries made under this Agreement and provisions for payment shall be as listed below.

Said charges shall be reasonable and shall conform to the applicable provisions of Section 1611 of the Civil Code, State of California.

a. Charge for Supplemental Water

The charges to be made by the Project Manager to any Party to this Agreement for Supplemental Water per acre-foot shall be computed by the following formula:

$$\text{Supplemental Water Charge per Acre-Foot} = E - S + C \quad \underline{\text{or}} \quad E - S + P + L$$

whichever is greater

where:

E = The variable operation, maintenance, power, and replacement component of the Department of Water Resources Transportation Charge per acre-foot* incurred by Valley District.

S = Direct water spreading costs per acre-foot spread by the Conservation District,. not to exceed $3.00 per acre-foot.

C = Dollar amount equal to power generation credit per acre-foot from Devil Canyon power generation plant.

P = Cost of energy incurred by Valley District to convey Supplemental or Entitlement Water to said Party per acre-foot.

L = Power loss charges incurred by Valley District in conveying Supplemental or Entitlement Water to said Party per acre-foot.**

As defined in Section 26 of the State Contract.

***Power loss charges are defined as those charges resulting from the loss of electric power generation from existing hydroelectric plants on Mill Creek and Santa Ana River.*

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If Valley District sets any charges upon a basis which, if applied, would result in a lower charge than is provided for above, then charges computed on said basis shall be substituted for the charges provided for above as long as said basis is in effect.

The charges for Supplemental Water provided for in this Agreement shall be in effect for a period beginning with the effective date of this Agreement and ending ten (10) years thereafter; beginning ten (10) years after the effective date of this Agreement the charges to Parties to this Agreement shall be as set by Valley District.

b. Simultaneous Exchange Water Charge

There are to be no charges made by the Project Manager to any Party for Simultaneous Exchange Water under the terms and conditions of this Agreement.

c. Deferred Exchange Water Charge

The charge to be made by the Project Manager to any Party to this Agreement for Deferred Exchange Water shall be the amount of all additional costs required to deliver water on the Deferred Exchange basis over and above the amount of the costs for making said deliveries on a Simultaneous Exchange basis.

d. Charges for Conveyance of Entitlement Water through Cooperative Water Project Facilities

Charges to be made by the Project Manager for the use of the Cooperative Water Project Facilities by Parties to this Agreement for conveyance of Entitlement Water shall be as follows: During the period beginning with the effective date of this Agreement and ending ten (10) years thereafter, $2.50 per acre-foot + P + L as P and L are defined above. Beginning ten (10) years after the effective date of this Agreement, these charges shall be as set by Valley District, except that they shall not exceed the following: The amount of all costs for making such deliveries including, but not limited to, operations, maintenance, energy, repair, replacement, overhead, and capital costs.

In the event the Management Committee with the approval of Valley District decides to convey all or any portion of the 9 cfs presently going from the forebay of Santa Ana Powerhouse No. 3 to the Boullioun Box through the Cooperative Water Project Facilities, that portion shall be exempt from any conveyance charge.



e. Provisions of Payment

Provisions for payment to the Project Manager by the Parties to this Agreement for water charges are as follows:

(1) The Project Manager shall provide monthly invoices to each Party of monies due the Project Manager.

(2) The Parties to this Agreement shall make payment to the Project Manager within thirty (30) days after receipt of said invoices.

(3) The Project Manager shall remit to Valley District all payments received under this Section within five (5) days of receipt.

17. ADDITIONAL PARTIES

After the effective date of this Agreement, additional Entities may become Parties hereto upon application to and approval by the Management Committee and written consent of all of the Parties not in default of this Agreement.

18. AMENDMENTS

This Agreement may be amended at any time by written agreement signed by all of the Parties.

19. OPINIONS AND DETERMINATIONS

Where the terms of this Agreement provide for action to be based upon the opinion, judgment, approval, review, or determination of any Party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

20. NOTICE

Any notice pursuant hereto shall be deemed to have been properly given if delivered personally or if enclosed in a properly addressed envelope and deposited in the United States mail for delivery First Class, postage prepaid.

Unless and until formally notified otherwise, notice may be given to each of the Parties addressed as follows:

Bear Valley Mutual Water Company
101 East Olive Avenue
Redlands, California 92373

City of Redlands
P. O. Box 280
Redlands, California 92373

Crafton Water Company
P. O. Box 627
Mentone, California 92359

East San Bernardino County Water District
P. O. Box 3427
San Bernardino, California 92413

Lugonia Water Company
101 East Olive Avenue
Redlands, California 92373

North Fork Water Company
P. O. Box 3427
San Bernardino, California 92413

Redlands Water Company
101 East Olive Avenue
Redlands, California 92373

San Bernardino Valley Municipal Water District
P. O. Box 5906
San Bernardino, California 92412

San Bernardino Valley Water Conservation District
303 Brookside Avenue
Redlands, California 92373

Yucaipa Valley County Water District
P. O. Box 458
Yucaipa, California 92399

21. APPROVALS REQUIRED, EFFECTIVE DATE, AND MECHANICS OF EXECUTION

This Agreement shall become effective among the Parties executing the same sixty (60) days after it shall have been executed by the Conservation District, Valley District, Bear Valley, Crafton, Redlands, and Redlands Water.

This Agreement may be executed in counterparts so that the same copy need not be signed by each of the Parties hereto. Upon execution of each counterpart, said counterpart shall be delivered to the Conservation District and, when the required number of counterparts has been received, the Conservation District shall give notice to each of the Eligible Entities hereunder stating the date of execution of the last required counterpart and the date 60 days thereafter upon which the Agreement shall become effective. Upon such effective date, this Agreement shall become effective among all of the Eligible Entities which have executed said Agreement by said effective date, and the Conservation District shall attach all of the signature pages from the counterparts to one copy of the Agreement and shall mail a copy of the conformed Agreement to each of the Parties executing the same. From and after the effective date, any non-signatory Entity shall be eligible to become a Party hereto only in the manner provided in Section 17.

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

DATED: May 5-1976

BEAR VALLEY MUTUAL WATER COMPANY

By Donald S C Anderson
President

Betty Farquhar
Secretary

Approved:
SURR & HELLYER
By Robert J Birschbach
Attorney

DATED May 6, 1976

SANTA ANA RIVER – MILL CREEK
COOPERATIVE WATER PROJECT AGREEMENT

MAY 3, 1976

STATE OF CALIFORNIA)
: ss.
COUNTY OF SAN BERNARDINO)

On this 6th day of May, 1976, before me, the undersigned a Notary Public in and for said County and State, personally appeared ROBERT J. BIERSCHBACH, a member of the law firm of SURR & HELLYER, known to me to be the person who executed the foregoing instrument on behalf of said law firm, and acknowledged to me that such law firm executed the same.

WITNESS my hand and official seal.

(OFFICIAL SEAL)
MOIRE E. ALEXANDER
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Commission Expires Oct. 26, 1978

Moire E. Alexander
Notary Public

STATE OF CALIFORNIA)
: ss.
COUNTY OF SAN BERNARDINO)

On this 6th day of May, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DONALD C. S. ANDERSON, known to me to be the President, and BETTY FARQUHAR, known to me to be the Secretary, of BEAR VALLEY MUTUAL WATER COMPANY, a corporation, the corporation that executed the within instrument, and known to me to be the persons who executed said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
PATRICIA L. MERRITT
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN BERNARDINO COUNTY
My Commission Expires October 2, 1979

Patricia L. Merritt
Notary Public

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

DATED: June 15, 1976

CITY OF REDLANDS

By _____
Mayor

By _____
City Clerk

Approved:

_____
Attorney

OFFICIAL SEAL
LORETTA C. POYZER
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Commission Expires June 3, 1977

State of California)
County of San Bernardino) SS

On June 15, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles G. DeMirjyn, known to me to be the Mayor, and Peggy A. Moseley, known to me to be the City Clerk of the City of Redlands that executed the within Instrument, on behalf of the City of Redlands and acknowledged to me that the City of Redlands executed the within instrument pursuant to its City Council meeting of June 15, 1976.

WITNESS my hand and official seal.

_____
Loretta C. Poyzer
DATED _____

SANTA ANA RIVER – MILL CREEK
COOPERATIVE WATER PROJECT AGREEMENT

MAY 3, 1976

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

CRAFTON WATER COMPANY

By _____
President

_____
Secretary

Approved:

_____
Attorney

DATED June 16, 1976

SANTA ANA RIVER – MILL CREEK
COOPERATIVE WATER PROJECT AGREEMENT

MAY 3, 1976

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO } SS.

On June 16, 1976 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ralph F. Sechrest, known to me to be the President, and Peggy A. Jacinto, known to me to be Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature Alice E. Smith

Alice E. Smith
Name (Typed or Printed)
Notary Public in and for said County and State

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
ALICE E SMITH
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN BERNARDINO COUNTY
My Commission Expires December 29, 1978

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

EAST SAN BERNARDINO
COUNTY WATER DISTRICT

By Philip A. Davis
President

Bennie R. Eastwood
Secretary

Approved:

Robert J. Jarvis
Attorney

DATED August 9, 1976

STATE OF CALIFORNIA,
COUNTY OF SAN BERNARDINO } ss.

ON August 9, 1976,
before me, the undersigned, a Notary Public in and for said State, personally appeared

Philip A. Disch, Bonnie R. Eastwood and Robert J. Farrell, known to me,

to be the person s whose name s are subscribed to the within Instrument,
and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Elisabeth Perkins

Notary Public in and for said State.

ELISABETH PERKINS
NOTARY PUBLIC
SAN BERNARDINO COUNTY
CALIFORNIA
My Commission Expires February 26, 1978

ACKNOWLEDGMENT—General—Wolcotts Form 233—Rev. 3-64

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

LUGONIA WATER COMPANY

By _____
President

_____
Secretary

Approved:

_____
Attorney

DATED May 20, 1976

STATE OF CALIFORNIA)
) ss.
County of San Bernardino)

On May 20, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared G. R. REES, BETTY FARQUHAR and EDWIN B. HALES, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

_____
EDWIN R. HALES, Notary Public

OFFICIAL SEAL
EDWIN R. HALES
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN BERNARDINO COUNTY
My Commission Expires March 13, 1978

SANTA ANA RIVER – MILL CREEK
COOPERATIVE WATER PROJECT AGREEMENT

MAY 3, 1976

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

SANTA ANA RIVER - MILL CREEK

COOPERATIVE WATER PROJECT AGREEMENT

MAY 3, 1976

NORTH FORK WATER COMPANY

By Arnold L. Wright
President

Howard H Hendricks
Secretary

Approved:

Howard F. Green
Attorney

Dated: 8-4-76

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO } ss.

On AUGUST 4th 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared ARNOLD L. WRIGHT known to me to be the President, and HOWARD H HENDRICKS known to me to be the Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(Seal) Leroy H. Roebke

NAME (TYPED OR PRINTED)
Notary Public in and for said State

LEROY H. ROEBKE
NOTARY PUBLIC
SAN BERNARDINO COUNTY
CALIFORNIA
My Commission Expires May 11 1979

Acknowledgment—Corp.—Wolcotts Form 224-S

LEROY H. ROEBKE
NOTARY PUBLIC
SAN BERNARDINO COUNTY
CALIFORNIA
My Commission Expires May 11, 1979

STATE OF CALIFORNIA
COUNTY OF Madera } *ss.*

On this 10th *day of* August *in the year one thousand nine hundred and* -76- *before me,* the undersigned *, a Notary Public, State of California, duly commissioned and sworn, personally appeared* Denslow Green

known to me to be the person ..... whose name is *..... subscribed to the within instrument and acknowledged to me that .....he..... executed the same.*

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the ..... County of Madera *..... the day and year in this certificate first above written.*

OFFICIAL SEAL
JOANN HERNANDES
NOTARY PUBLIC - CALIFORNIA
MADERA COUNTY
My comm. expires SEP 23, 1978
219 South "D" St., Madera, CA 93637

Notary Public, State of California

My commission expires 9-23-78

Cowdery's Form No. 32—Acknowledgement—General (C. C. Sec. 1190a) Printed 12/72

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

REDLANDS WATER COMPANY

By _____
President

_____
Secretary

Approved:

_____
Attorney

DATED June 7 1976

SANTA ANA RIVER – MILL CREEK
COOPERATIVE WATER PROJECT AGREEMENT

MAY 3, 1976

TO 449 C
(Corporation)

STATE OF CALIFORNIA
COUNTY OF San Bernardino } SS.

On June 7, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared Lloyd Yarbrough known to me to be the _____ President, and Betty Farquhar known to me to be _____ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Elaine V. Leathy

Elaine V. Leathy
Name (Typed or Printed)

OFFICIAL SEAL
ELAINE V. LEATHY
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Commission Expires April 11, 1977

(This area for official notarial seal)

STAPLE HERE

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

By _____
President

_____
Secretary

Approved:

_____
Attorney

DATED July 6, 1976

SANTA ANA RIVER – MILL CREEK
COOPERATIVE WATER PROJECT AGREEMENT

MAY 3, 1976

STATE OF CALIFORNIA,

COUNTY OF SAN BERNARDINO } ss.

ON July 6, 1976,
before me, the undersigned, a Notary Public in and for said State, personally appeared

Lloyd Yount, LeRoy Holmes, and James W. Dilworth

known to me,
to be the persons whose names are subscribed to the within Instrument,
and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Brenda M. McCullough
Notary Public in and for said State.

OFFICIAL SEAL
BRENDA M. McCULLOUGH
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Commission Expires July 11, 1977

ACKNOWLEDGMENT—General—Wolcotts Form 233—Rev. 3-64

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

SAN BERNARDINO VALLEY
WATER CONSERVATION DISTRICT

By _____
President

_____
Secretary

Approved:

_____
Attorney

DATED June 7, 1976

STATE OF CALIFORNIA]
COUNTY OF SAN BERNARDINO] ss.

On June 7, 1976, before me, a Notary Public in and for said State, personally appeared ROBERT T. PAINE, known to me to be the President, and W. J. HILTGEN, known to me to be the Secretary, of SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the said corporation, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

_____
RICHARD A. MULLIGAN

RICHARD A. MULLIGAN
NOTARY PUBLIC
SAN BERNARDINO COUNTY
CALIFORNIA
My Commission Expires October 30, 1977

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO } ss.

ON JUNE 7, 19 76,
before me, the undersigned, a Notary Public in and for said State, personally appeared
RICHARD A. MULLIGAN

, known to me,
to be the person whose name is subscribed to the within instrument,
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

(OFFICIAL SEAL)
SHERRY L. TUCKER
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Commission Expires Jan. 13, 1980

Sherry L. Tucker
Notary Public in and for said State.

ACKNOWLEDGMENT—General—Wolcotts Form 231—Rev. 3-64

IN WITNESS WHEREOF, the parties do execute this Agreement herein by act of their duly authorized representatives undersigned.

YUCAIPA VALLEY COUNTY
WATER DISTRICT

By _____
President

_____
Secretary

Approved:

_____
Attorney

DATED August 26, 1976

STATE OF CALIFORNIA }
COUNTY OF San Bernardino } SS.

On August 26, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared Geno Gasponi known to me to be the ..... President, and Ira B. Pace, known to me to be the ..... Secretary of the ~~Corporation~~ water district that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

* to be known as water district

(Seal)

OFFICIAL SEAL
JUNE I. HODGINS
NOTARY PUBLIC
PRINCIPAL OFFICE IN
SAN BERNARDINO COUNTY
My Commission Expires Sept. 23, 1977

June I. Hodgins
(Notary Public's Signature)

(Name - *Typed or Printed*)
Notary Public in and for said State

2307
MIS 3513 8-63* 25 Corporation Notarial Acknowledgment

EXHIBIT A

ENTITLEMENTS TO WATER

Santa Ana River

The general features for conveying Santa Ana River water are shown on Plate 2 herein.

Edison Company diverts water from the Santa Ana River at the confluence of Bear Creek and the Santa Ana River. This use of water is based on an agreement with Bear Valley and a license issued to the Edison Company by the Federal Power Commission.

Water so diverted is conveyed by the Edison Company through a series of tunnels, flumes, and canals through Santa Ana Powerhouse No. 1 and Santa Ana Powerhouse No. 2 to the forebay of Santa Ana Powerhouse No. 3.

At the forebay to Powerhouse No. 3 Bear Valley takes delivery of up to nine (9) cfs, which is conveyed through the Bear Valley High Line (capacity controlled by Crafton Heights Pipeline Company).

The remaining water in the Edison Company facility is dropped through Powerhouse No. 3. At the tailrace of Powerhouse No. 3 certain quantities of water are delivered into the facilities of North Fork and certain quantities are delivered into the Redlands Canal of Bear Valley.

There is an agreement between North Fork and Bear Valley which sets forth the entitlements to water of the respective parties. Said agreement is recorded in the official records of San Bernardino County, State of California, Agreement File E, pages 178 - 187, dated July 3, 1885.

There is an agreement between Bear Valley and Lugonia (South Fork). This agreement sets forth the entitlement to water of the respective parties.

It is the intention of this Cooperative Water Project Agreement that the Management Committee and/or Parties to this Agreement will not do anything which will in any way diminish or interfere with the quantities of water each of the Parties referred to in the two agreements above is entitled to receive as its respective proportionate share of the available supply.

The Conservation District diverts storm flows and waters in excess of the needs of the aforementioned companies at the mouth of Santa Ana Canyon for the purpose

EXHIBIT A
Continued

of spreading and percolating to replenish the groundwater supply. The diversion by the Conservation District is covered by Licenses Nos. 2831 and 2832 issued by the State of California.

Redlands Water diverts water from a tunnel at the mouth of Santa Ana Canyon. Water is conveyed from the tunnel to the Redlands Aqueduct via a pipeline located on the west side of Greenspot Road.

Mill Creek

The general features of conveying Mill Creek water are shown on Plate 3 herein.

Edison Company diverts water from Mill Creek near Forest Home in Mill Creek Canyon. This use of water is based on agreements with certain water purveyors and a license issued to the Edison Company by the Federal Power Commission.

Water is conveyed through Edison Company facilities, including Mill Creek Powerhouses Nos. 3, 2, and 1.

After passing through Mill Creek Powerhouse No. 1, water is conveyed across Mill Creek to a point where it is divided; some going to Redlands, some to Crafton, and that portion above the needs of the two parties being returned to the channel of Mill Creek for spreading.

The amount of water each of the two Entities receives is based upon the ownership of "Zanja hours" per certain deeds and other factors as determined between Redlands and Crafton.

It is the intent of this Cooperative Water Project Agreement that the Management Committee and/or the Parties to this Agreement will not do anything which will in any way diminish or interfere with the quantities of water each of the Parties is entitled to receive as its respective proportionate share of the available supply.

The Conservation District has historically diverted stormflows and water in excess of the needs of Redlands and Crafton for the purpose of spreading and percolating to replenish the groundwater supply.

EXHIBIT B

ENTITLEMENT WATER

MAXIMUM INSTANTANEOUS RATES OF FLOW AND DELIVERY POINTS

(See Plates 2 and 3 attached hereto.)

Maximum Instantaneous Rates of Flow

Redlands
Crafton

32 cfs together.

Bear Valley
Lugonia
North Fork

88 cfs together.

Conservation District

The maximum instantaneous rate of flow that would be available if there was no Cooperative Water Project and all Parties were operating under Historical Conditions.

Delivery Points

Redlands - Mill Creek

Into the influent pipeline into Redlands' Henry Tate Filter Plant at a point within the Plant site located south of Mill Creek Road in the Northeast Quarter of Section 22, T. 1 S., R. 2 W., SBB&M.

Crafton - Mill Creek

Into the Zanja near the Boullioun Box and into the influent pipeline into the Redlands' Henry Tate Filter Plant.

Conservation District - Santa Ana and Mill Creek

a. Mill Creek - In the channel of Mill Creek above the existing intake structure located on the south bank of Mill Creek in the Northeast Quarter of Section 21, T. 1 S., R. 2 W., SBB&M.

EXHIBIT B
Continued

b. Santa Ana - The existing main canal of the Conservation District located on the south side of Greenspot Road in the Northeast Quarter of Section 7, T. 1 S., R. 2 W., SBB&M.

North Fork and Bear Valley - Santa Ana

At the existing North Fork Box located on the north side of the Conservation District main canal in the Southwest Quarter of the Southwest Quarter, Section 4, T. 1 S., R. 2 W., SBB&M, and up to 3 cfs at the East Highlands Company weir.

Bear Valley and Lugonia - Santa Ana

Into the Redlands Aqueduct above the Mentone Reservoir.

Redlands Water - Santa Ana

Into the Redlands Aqueduct above the Mentone Reservoir.

East San Bernardino - Santa Ana

Into the North Fork Canal at or above elevation 1720 feet.

DETERMINATION AND MEASUREMENT OF EXCHANGEABLE WATER

Santa Ana

The quantity of water in the Santa Ana River available for exchange shall be determined as follows:

The quantity of water measured at the USGS gage on the Edison Company canal located below the tailrace of Santa Ana Powerhouse No. 2.

The amount of Santa Ana River water available for exchange shall not exceed 88 cfs.

The quantity of water in the tunnel belonging to Redlands Water available for exchange shall be as measured at the tunnel outlet located on the west side of Greenspot Road at the mouth of Santa Ana Canyon.

Mill Creek

The quantity of water in Mill Creek available for exchange shall be determined as follows:

The quantity of water that would go through Edison Company's Mill Creek No. 1 hydro-plant if there were no upstream diversion.

The total amount of Mill Creek water available for exchange shall not exceed 32 cfs.

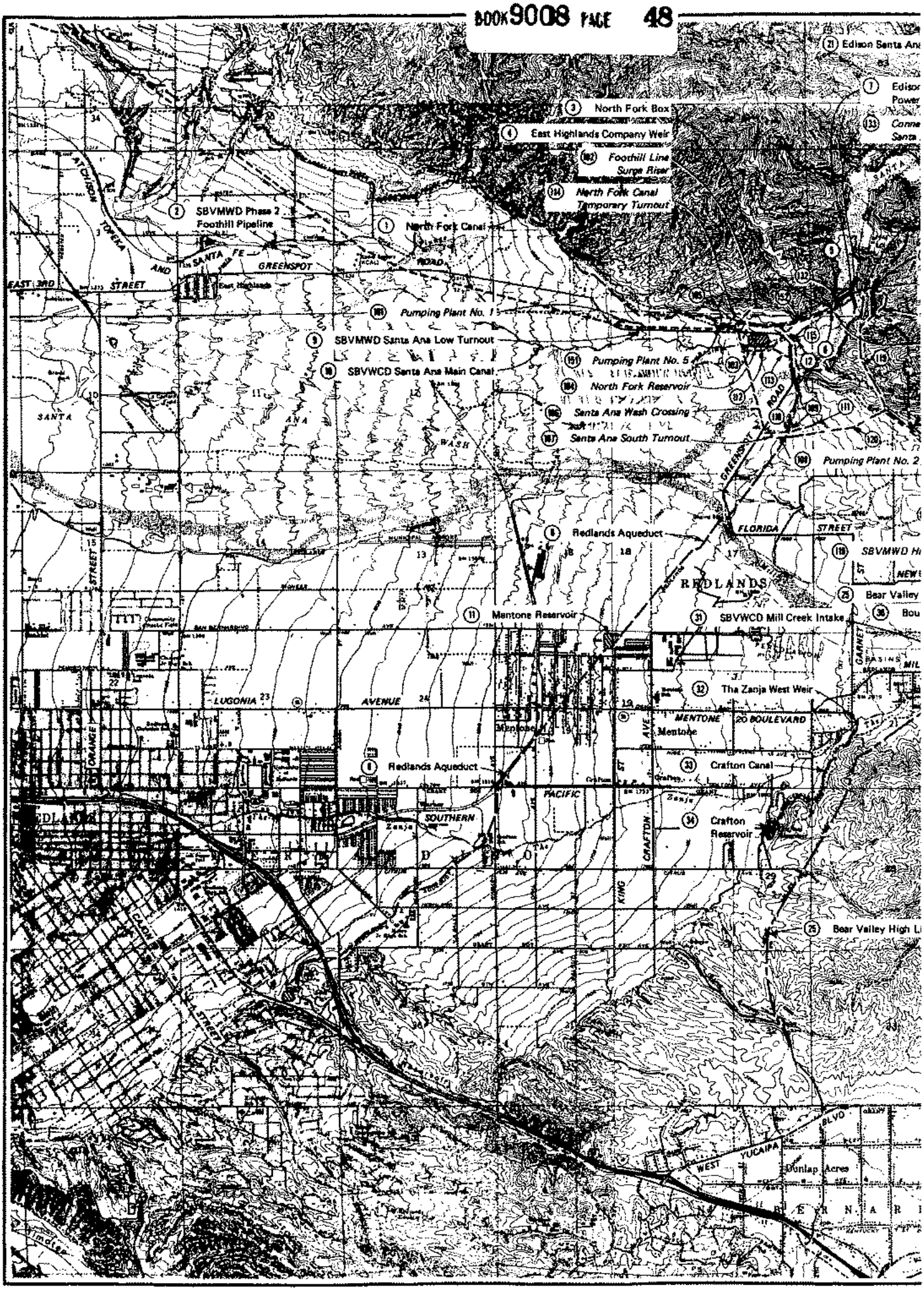
EXHIBIT D

FACILITIES TO BE CONSTRUCTED AS THE FIRST INCREMENT OF THE COOPERATIVE WATER PROJECT

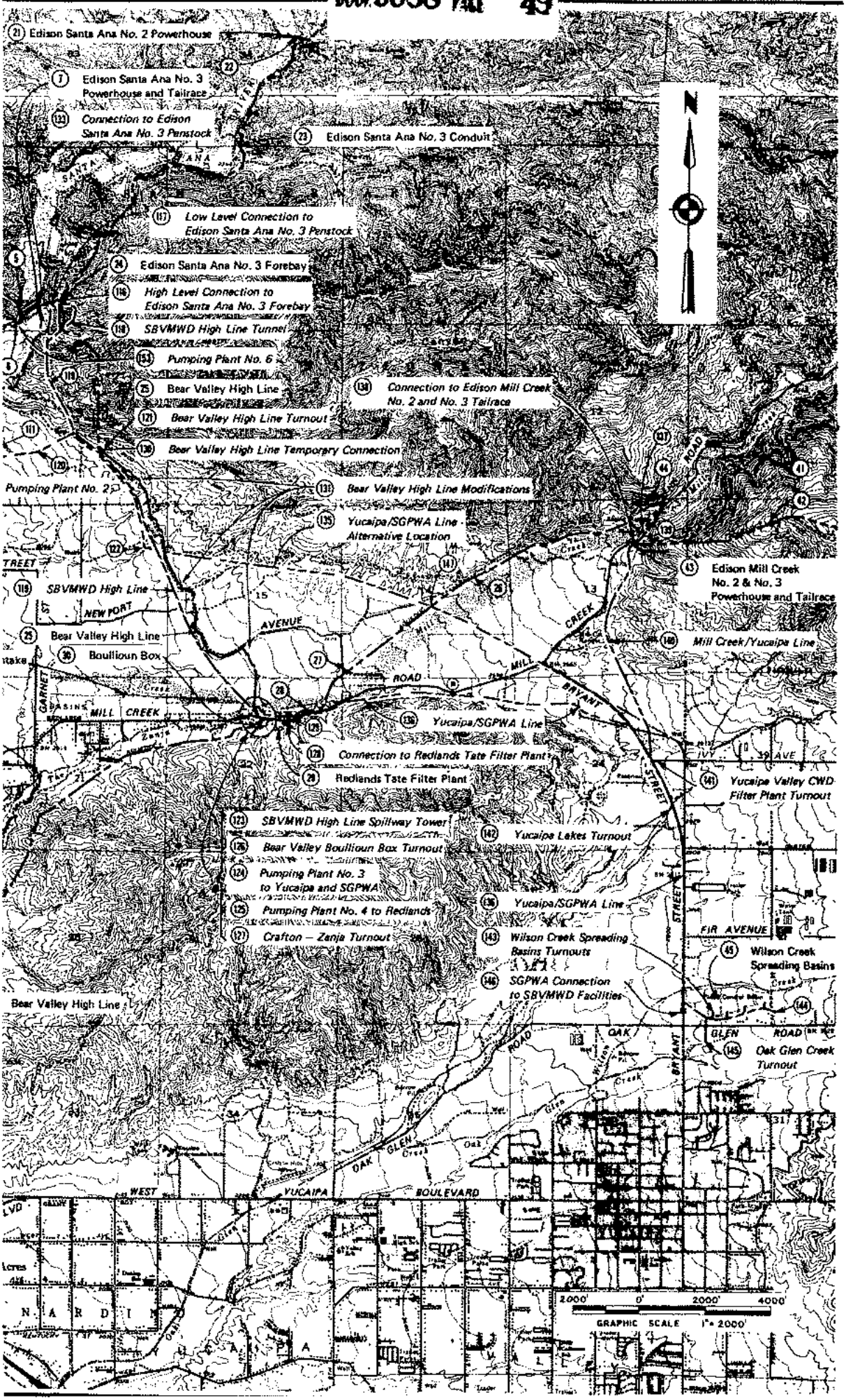
Description	Minimum Capacity in cfs	Key Number on Plate 1
North Fork Canal Temporary Turnout	30	114
Pumping Plant No. 5	12	151
Pumping Plant No. 5 Discharge Line	12	152
Foothill Pipeline to Redlands Aqueduct Turnout	30	115
SBVMWD High Line	25	119
Pumping Plant No. 4 to Redlands	20	125
Connection to Redlands Tate Filter Plant	32	128
Crafton - Zanja Turnout	10	127
Turnout to Mill Creek above Conservation District Spreading Intake	25	
Pumping Plants and Pipelines Connecting SBVMWD Phase 2 Foothill Pipeline to SBVMWD High Line	As Needed	See Note 1

Note 1

Precise location to be determined in final design.



21 Edison Santa Ana
7 Edison Power
133 Conne Santa
3 North Fork Box
4 East Highlands Company Weir
102 Foothill Line Surge Riser
114 North Fork Canal Temporary Turnout
2 SBVMWD Phase 2 Foothill Pipeline
1 North Fork Canal
ATCHISON TOPEKA AND SANTA FE
GREENSPOT ROAD
EAST 3RD STREET
East Highlands
101 Pumping Plant No. 1
9 SBVMWD Santa Ana Low Turnout
10 SBVWCD Santa Ana Main Canal
151 Pumping Plant No. 5
104 North Fork Reservoir
106 Santa Ana Wash Crossing
107 Santa Ana South Turnout
108 Pumping Plant No. 2
SANTA ANA WASH
6 Redlands Aqueduct
FLORIDA STREET
119 SBVMWD H
REDLANDS
25 Bear Valley
36 Bou
11 Mentone Reservoir
31 SBVWCD Mill Creek Intake
32 Tha Zanja West Weir
LUGONIA AVENUE
MENTONE BOULEVARD
Mentone
6 Redlands Aqueduct
33 Crafton Canal
PACIFIC
SOUTHERN
34 Crafton Reservoir
KING
CRAFTON AVE
25 Bear Valley High Li
WEST YUCAIPA BLVD
Dunlap Acres



21 Edison Santa Ana No. 2 Powerhouse
7 Edison Santa Ana No. 3 Powerhouse and Tailrace
133 Connection to Edison Santa Ana No. 3 Penstock
23 Edison Santa Ana No. 3 Conduit
117 Low Level Connection to Edison Santa Ana No. 3 Penstock
24 Edison Santa Ana No. 3 Forebay
116 High Level Connection to Edison Santa Ana No. 3 Forebay
118 SBVMWD High Line Tunnel
153 Pumping Plant No. 6
25 Bear Valley High Line
121 Bear Valley High Line Turnout
130 Bear Valley High Line Temporary Connection
138 Connection to Edison Mill Creek No. 2 and No. 3 Tailrace
Pumping Plant No. 2
131 Bear Valley High Line Modifications
135 Yucaipa/SGPWA Line Alternative Location
43 Edison Mill Creek No. 2 & No. 3 Powerhouse and Tailrace
119 SBVMWD High Line
25 Bear Valley High Line
30 Boullioun Box
140 Mill Creek/Yucaipa Line
136 Yucaipa/SGPWA Line
128 Connection to Redlands Tate Filter Plant
29 Redlands Tate Filter Plant
141 Yucaipa Valley CWD Filter Plant Turnout
123 SBVMWD High Line Spillway Tower
126 Bear Valley Boullioun Box Turnout
124 Pumping Plant No. 3 to Yucaipa and SGPWA
125 Pumping Plant No. 4 to Redlands
127 Crafton – Zanja Turnout
142 Yucaipa Lakes Turnout
136 Yucaipa/SGPWA Line
143 Wilson Creek Spreading Basins Turnouts
146 SGPWA Connection to SBVMWD Facilities
45 Wilson Creek Spreading Basins
Bear Valley High Line
145 Oak Glen Creek Turnout
N
NEWPORT AVENUE
MILL CREEK ROAD
BRYANT STREET
FIR AVENUE
OAK GLEN ROAD
WEST YUCAIPA BOULEVARD
2000' 0' 2000' 4000'
GRAPHIC SCALE 1" = 2000'

FACILITY LIST

EXISTING AND ASSOCIATED WATER FACILITIES

Key Number	Facility Description
1	North Fork Canal
2	SBVMWD Phase 2 Foothill Pipeline
3	North Fork Box
4	East Highlands Company Weir
5	SBVWCD Santa Ana Intake Headgate
6	SBVWCD Santa Ana Three Way Box
7	Edison Santa Ana No. 3 Powerhouse and Tailrace
8	Redlands Aqueduct
9	SBVMWD Santa Ana Low Turnout
10	SBVWCD Santa Ana Distribution Canal
11	Mentone Reservoir
12	Redlands Water Tunnel
21	Edison Santa Ana No. 2 Powerhouse
22	Bear Valley Santa Ana Canyon Well No. 2
23	Edison Santa Ana No. 3 Conduit
24	Edison Santa Ana No. 3 Forebay
25	Bear Valley High Line
26	Edison Mill Creek No. 2 Conduit
27	Edison Mill Creek No. 1 Powerhouse and Tailrace
28	The Zanja East Weir
29	Redlands Tate Filter Plant
30	Boulloun Box
31	SBVWCD Mill Creek Intake
32	The Zanja West Weir
33	Crafton Canal
34	Crafton Reservoir
41	Edison Mill Creek No. 2 Conduit
42	Edison Mill Creek No. 3 Conduit
43	Edison Mill Creek No. 2 & No. 3 Powerhouse and Tailrace
44	Edison Mill Creek No. 1 Stream Diversion Structures and Pipeline
45	Wilson Creek Spreading Basins

COOPERATIVE WATER PROJECT FACILITIES

Key Number	Facility Description
101	*Pumping Plant No. 1*
102	*Foothill Line Surge Riser*
103	*North Fork Reservoir Inlet System*
104	*North Fork Reservoir*
105	*North Fork Reservoir Outlet System*
106	*Santa Ana Wash Crossing*
107	*Santa Ana South Turnout*
108	*Pumping Plant No. 2*
109	*Foothill Pipeline to Redlands Aqueduct Turnout*
110	*Redlands Aqueduct Turnout to Foothill Line*
111	*Pumping Plant No. 2 Surge Riser*
112	*SBVWCD Santa Ana Main Canal Relocation*
113	*Redlands Water Tunnel/North Fork Reservoir Line*
114	*North Fork Canal Temporary Turnout*
115	*Redlands Aqueduct Temporary Connection*
151	*Pumping Plant No. 5 to North Fork Box and Pumping Plant No. 6*
152	*Pumping Plant No. 5 Discharge Line*
153	*Pumping Plant No. 6 to SBVMWD High Line*
116	*High Level Connection to Edison Santa Ana No. 3 Forebay*
117	*Low Level Connection to Edison Santa Ana No. 3 Penstock*
118	*SBVMWD High Line Tunnel*
119	*SBVMWD High Line*
120	*Pumping Plant No. 2 Discharge Line*
121	*Bear Valley High Line Turnout*
122	*Pumping Plant No. 3 to Yucaipa and SGPWA - Alternative Location*
123	*SBVMWD High Line Spillway Tower*
124	*Pumping Plant No. 3 to Yucaipa and SGPWA*
125	*Pumping Plant No. 4 to Redlands*
126	*Bear Valley Boulloun Box Turnout*
127	*Crafton – Zanja Turnout*
128	*Connection to Redlands Tate Filter Plant*
129	*Upper Zanja Turnout*
130	*Bear Valley High Line Temporary Connection*
131	*Bear Valley High Line Modifications*
132	*Pumping Plant No. 6 Discharge Line*
133	*Connection to Edison Santa Ana No. 3 Penstock*
135	*Yucaipa/SGPWA Line - Alternative Location*
136	*Yucaipa/SGPWA Line*
137	*Connection to Pipeline from Edison Mill Creek No. 1 Stream Diversion*
138	*Connection to Edison Mill Creek No. 2 and No. 3 Tailrace*
139	*Upper Mill Creek/Yucaipa Line*
140	*Mill Creek/Yucaipa Line*
141	*Yucaipa Valley CWD Filter Plant Turnout*
142	*Yucaipa Lakes Turnout*
143	*Wilson Creek Spreading Basins Turnouts*
144	*Mill Creek/Yucaipa/SGPWA Line Surge Riser*
145	*Oak Glen Creek Turnout*
146	*SGPWA Connection to SBVMWD Facilities*
147	*Connection Yucaipa/SGPWA Line – Alternative Location/Edison Mill Creek No. 1 Conduit*

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BECHTEL INCORPORATED
SAN FRANCISCO

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

WATER TRANSMISSION PROJECT

SANTA ANA RIVER AND MILL CREEK
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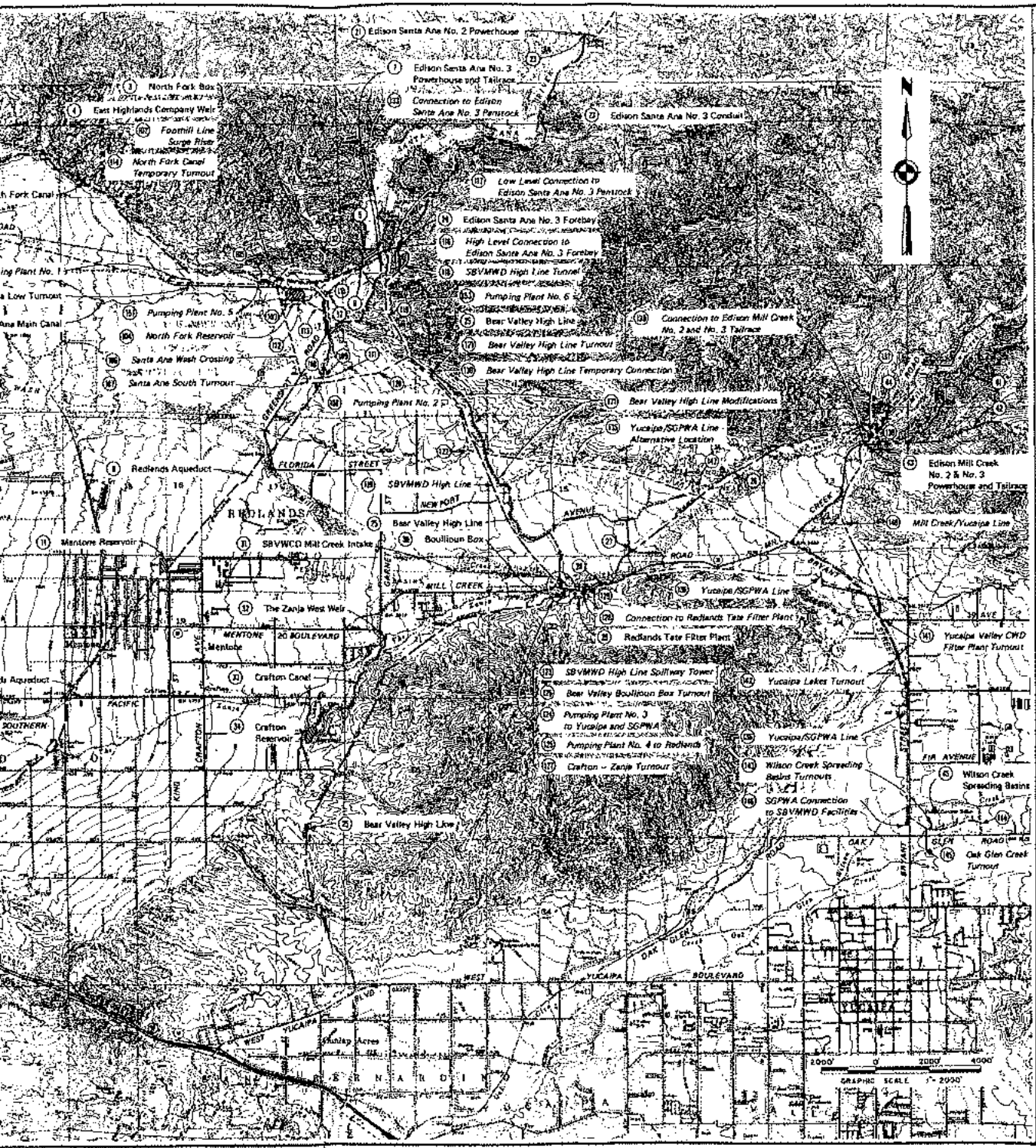
JOB NO.	DRAWING NO.	REV.
7843	PLATE 1	B



FACILITY LIST

EXISTING AND ASSOCIATED WATER FACILITIES

Key Number	Facility Description
1	North Fork Canal
2	SBVMWD Phase 2 Foothill Pipeline
3	North Fork Box
4	East Highlands Company Weir
5	SBVWCD Santa Ana Intake Headgate
6	SBVWCD Santa Ana Three Way Box
7	Edison Santa Ana No. 3 Powerhouse and Tailrace
8	Redlands Aqueduct
9	SBVMWD Santa Ana Low Turnout
10	SBVWCD Santa Ana Distribution Canal
11	Mentone Reservoir
12	Redlands Water Tunnel
21	Edison Santa Ana No. 2 Powerhouse
22	Bear Valley Santa Ana Canyon Well No. 2
23	Edison Santa Ana No. 3 Conduit
24	Edison Santa Ana No. 3 Forebay
25	Bear Valley High Line
26	Edison Mill Creek No. 2 Conduit
27	Edison Mill Creek No. 1 Powerhouse and Tailrace
28	The Zanja East Weir
29	Redlands Tate Filter Plant
30	Boulloun Box
31	SBVWCD Mill Creek Intake
32	The Zanja West Weir
33	Crafton Canal
34	Crafton Reservoir
41	Edison Mill Creek No. 2 Conduit
42	Edison Mill Creek No. 3 Conduit
43	Edison Mill Creek No. 2 & No. 3 Powerhouse and Tailrace
44	Edison Mill Creek No. 1 Stream Diversion Structures and Pipeline
45	Wilson Creek Spreading Basins

COOPERATIVE WATER PROJECT FACILITIES

Key Number	Facility Description
101	Pumping Plant No. 1
102	Foothill Line Surge Riser
103	North Fork Reservoir Inlet System
104	North Fork Reservoir
105	North Fork Reservoir Outlet System
106	Santa Ana Wash Crossing
107	Santa Ana South Turnout
108	Pumping Plant No. 2
109	Foothill Pipeline to Redlands Aqueduct Turnout
110	Redlands Aqueduct Turnout to Foothill Line
111	Pumping Plant No. 2 Surge Riser
112	SBVWCD Santa Ana Main Canal Relocation
113	Redlands Water Tunnel/North Fork Reservoir Line
114	North Fork Canal Temporary Turnout
115	Redlands Aqueduct Temporary Connection
151	Pumping Plant No. 5 to North Fork Box and Pumping Plant No. 6
152	Pumping Plant No. 5 Discharge Line
153	Pumping Plant No. 6 to SBVMWD High Line
116	High Level Connection to Edison Santa Ana No. 3 Forebay
117	Low Level Connection to Edison Santa Ana No. 3 Penstock
118	SBVMWD High Line Tunnel
119	SBVMWD High Line
120	Pumping Plant No. 2 Discharge Line
121	Bear Valley High Line Turnout
122	Pumping Plant No. 3 to Yucaipa and SGPWA - Alternative Location
123	SBVMWD High Line Spillway Tower
124	Pumping Plant No. 3 to Yucaipa and SGPWA
125	Pumping Plant No. 4 to Redlands
126	Bear Valley Boulloun Box Turnout
127	Crafton – Zanja Turnout
128	Connection to Redlands Tate Filter Plant
129	Upper Zanja Turnout
130	Bear Valley High Line Temporary Connection
131	Bear Valley High Line Modifications
132	Pumping Plant No. 6 Discharge Line
133	Connection to Edison Santa Ana No. 3 Penstock
135	Yucaipa/SGPWA Line - Alternative Location
136	Yucaipa/SGPWA Line
137	Connection to Pipeline from Edison Mill Creek No. 1 Stream Diversion
138	Connection to Edison Mill Creek No. 2 and No. 3 Tailrace
139	Upper Mill Creek/Yucaipa Line
140	Mill Creek/Yucaipa Line
141	Yucaipa Valley CWD Filter Plant Turnout
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WATER TRANSMISSION PROJECT

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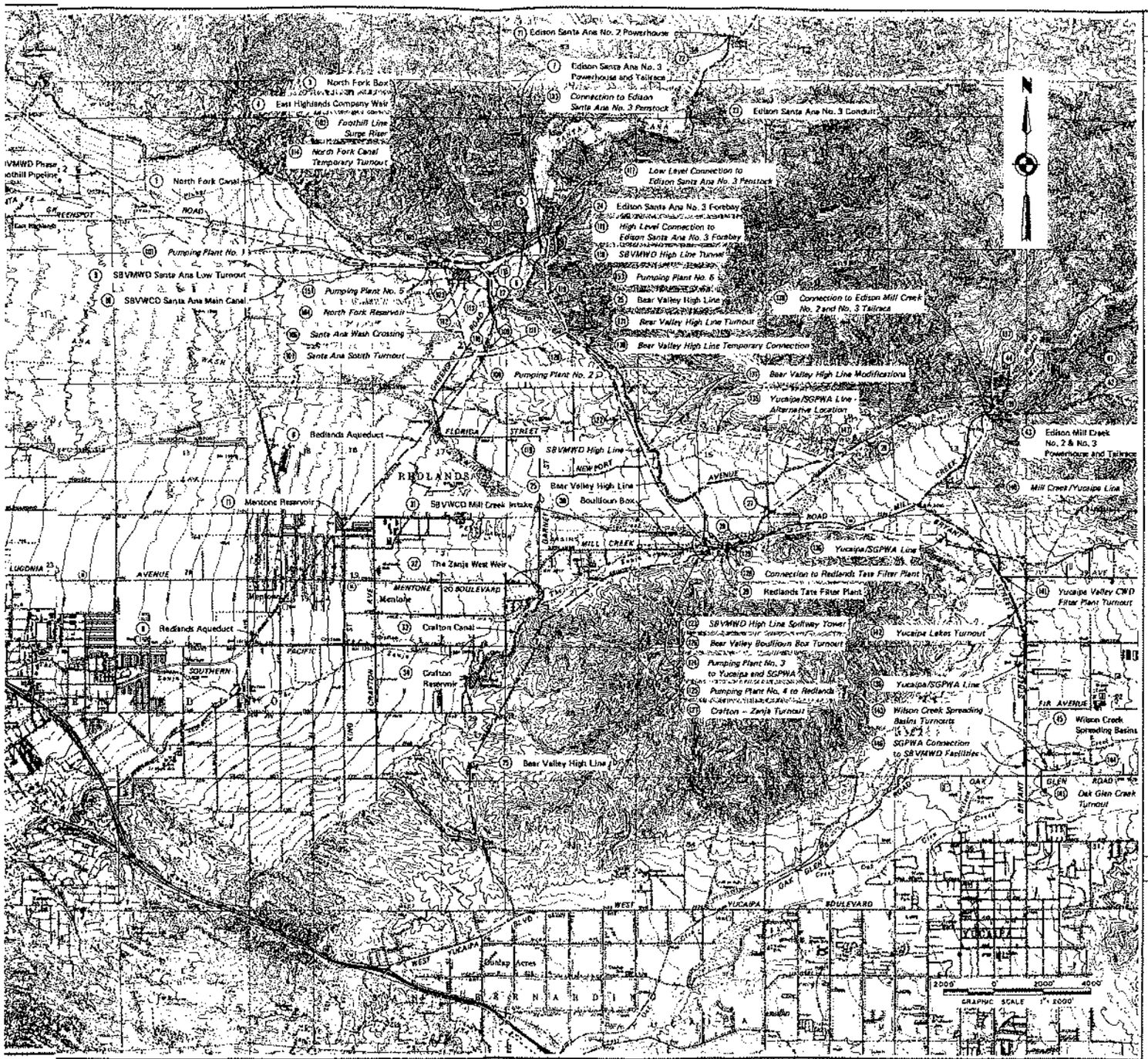

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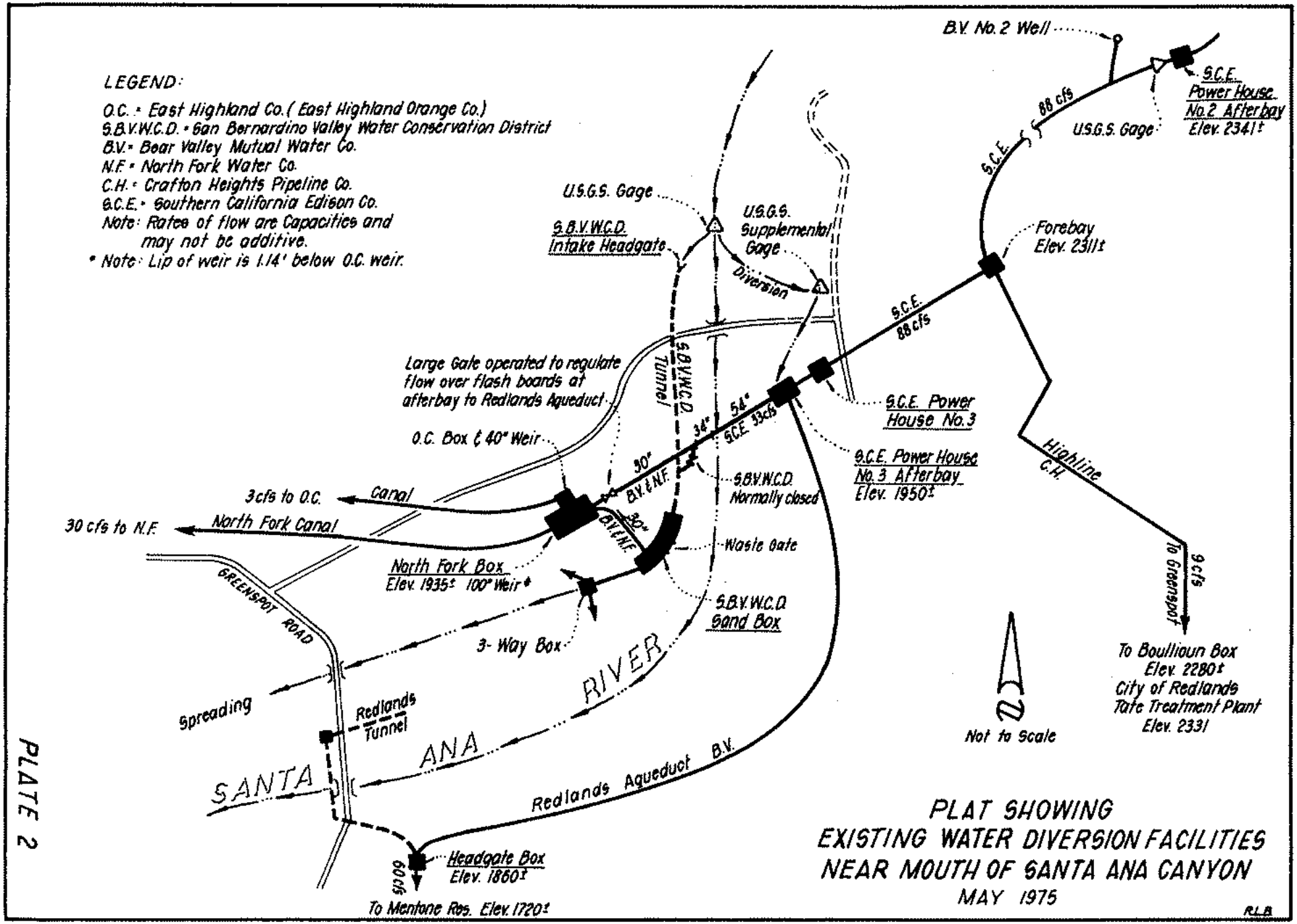

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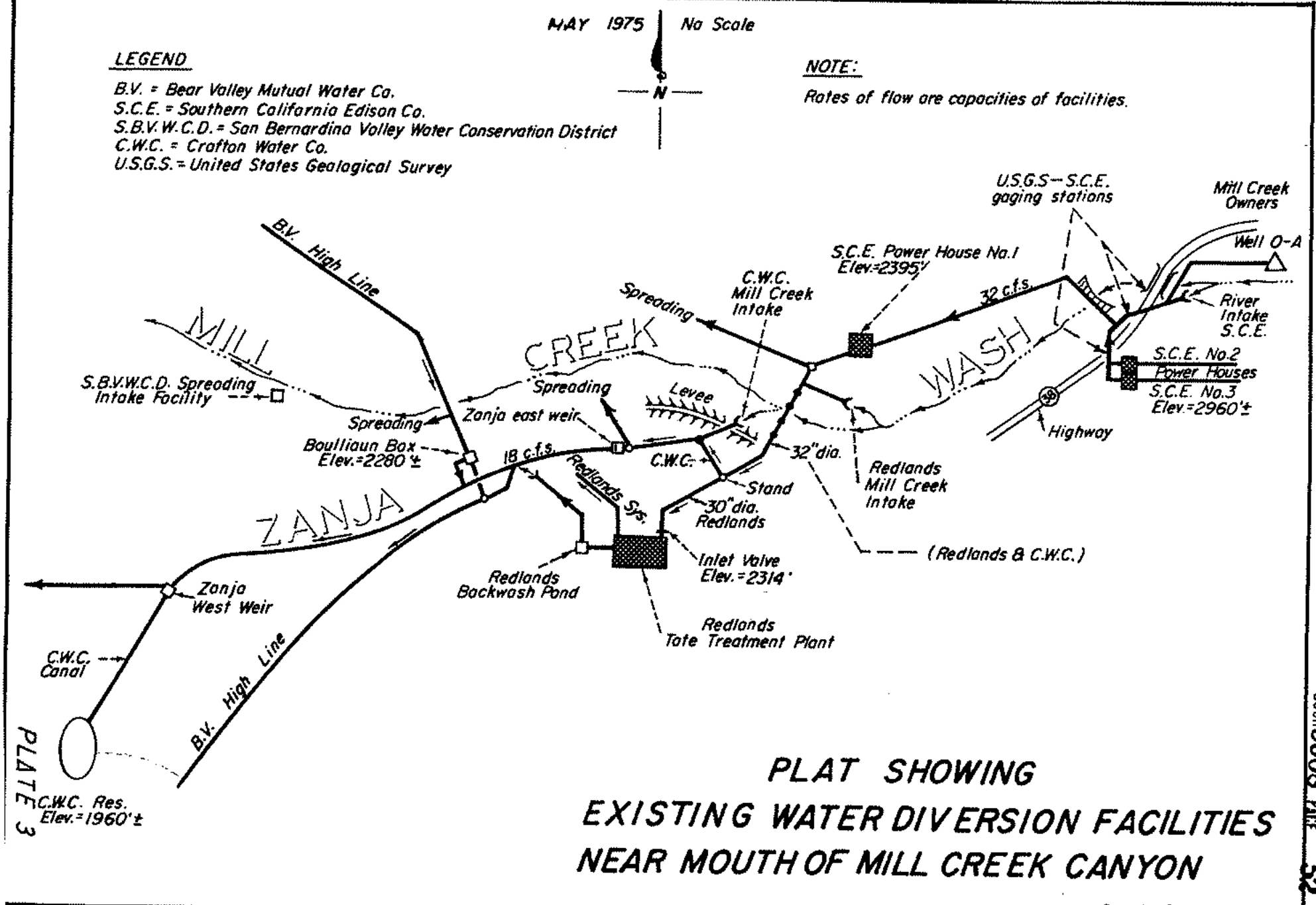

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SAN BERNARDINO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT

This SAN BERNARDINO BASIN **GROUNDWATER COUNCIL FRAMEWORK AGREEMENT** ("**Agreement**") is entered into and effective this ___ day of _____, 2018 by and among the City of Colton ("**Colton**"), the City of Redlands ("**Redlands**"), the City of Rialto ("**Rialto**"), the City of San Bernardino Municipal Water Department ("**SBMWD**"), City of Loma Linda ("**Loma Linda**"), East Valley Water District ("**East Valley**"), San Bernardino Valley Municipal Water District ("**Valley District**"), San Bernardino Valley Water Conservation District ("**Conservation District**"), Fontana Water Company ("**FWC**"), West Valley Water District ("**WVWD**"), Yucaipa Valley Water District ("**Yucaipa**"), Bear Valley Mutual Water Company ("**BVMWC**"), and Loma Linda University ("**LLU**") each of which is referred to as a "**Party**," for the purpose of coordinating the development and implementation of groundwater management activities that individually or cumulatively address groundwater management in the Bunker Hill Sub-basin of the Upper Santa Ana Valley Basin ("**Basin**"), and achieving groundwater sustainability throughout the Basin.

RECITALS

WHEREAS, the Parties to this Agreement all overlie, produce water from, or are otherwise interested in the management and long-term sustainability of the groundwater basin identified as the San Bernardino Basin Area; and

WHEREAS, California Department of Water Resources' ("**DWR**") Bulletin 118 defines the Upper Santa Ana Valley Bunker Hill Sub-basin (No. 8-002.06), the boundaries of which, as defined therein and as may be amended in the future, constitute the limits of the Basin covered hereunder. A map depicting that Basin is attached hereto as Exhibit A. DWR Bulletin 118 presently classifies the Bunker Hill Basin as high priority.

WHEREAS, surface water and groundwater supplies in large portions of the Basin are governed by a number of judicial decrees and contracts, including but not limited to the *Orange County Water District v. City of Chino et al.* (Orange County Superior Court, Case No. 117628, April 17, 1969) *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969); *Big Bear Municipal Water District v. North Fork Water Company*, San Bernardino Superior Court Case No. SCV 165493, and *City of San Bernardino v. Fontana Water Company*, San Bernardino Superior Court Case No.17030 (January 28, 1924).

WHEREAS, Water Code § 10720.8(a) identifies the San Bernardino Basin Area as an adjudicated area. As such, this area is exempt from the Sustainable Groundwater Management Act (SGMA) passed by the California Legislature in September 2014, other than providing certain kinds of data to DWR per Water Code § 10720.8(f).

WHEREAS, notwithstanding that the Basin is not required to comply with SGMA, the Parties to this Agreement wish to collaborate their efforts to identify their respective access to and application of imported water supplies, and to harmonize use of such supplies with available groundwater in the Basin. The goal is to ensure that the water imported into the Basin, and the

facilities used to apply both imported and native water supplies to productive beneficial use, will all be maintained and managed in a manner that will be sustainable over the long-term. The Parties recognize that the key to success in this effort will be coordination of amounts and areas of recharge in different parts of the Basin, by acting in conjunction with other groundwater management entities active in portions of the Basin.

WHEREAS, the purpose of ensuring water supply reliability and long-term effectiveness and viability of recharge facilities has become even more important as a result of recently experienced low groundwater storage levels and the reduction of imported water supplies, due to environmental and other restrictions. One purpose of this Agreement is to facilitate the cooperation of the Parties to ensure a reliable and conjunctively utilized water supply of replenishment water that can prevent overdraft or other negative impacts from occurring during an extended drought, and for the foreseeable future.

WHEREAS, the Parties, individually and collectively, have the goal of cost effective cooperative groundwater management that considers the interests and concerns of all of the communities and parties that rely upon the Basin for their water supply.

WHEREAS, the Parties hereby enter into this Agreement to establish the San Bernardino Basin Groundwater Council ("**GC**") to undertake the preliminary steps necessary to prepare for and coordinate the management of groundwater supply resources throughout the Basin, and to coordinate maintenance of conveyance and recharge facilities to expedite such management. The GC will coordinate with existing groundwater management agencies in the Basin as well as the individual Ex Oficio participants, as defined below, and will be responsible for ensuring overall coordination and sustainable management of the Basin.

WHEREAS, the Parties have agreed that the preliminary steps of GC formation will include preparation of formation documents and procedures, the possible hiring of needed experts, and the development of a budget for this GC as memorialized in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 Definitions. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 "***Agreement***" means this Groundwater Council Agreement.

1.1.2 "***Plaintiff***" means any of the following entities: City of Riverside, Riverside Highlands Water Company, Meeks and Daley Water Company, Regents of University of California, or Western Municipal Water District as named in the 1969 Judgment in Case Number 78426, *Western Municipal Water District of Riverside County et al. vs. East San Bernardino County Water District et al.*"

1.1.3 ***"Annual Basin Groundwater Report"*** shall mean the annual report prepared by the Groundwater Council, to cover topics including but not limited to the following: annual production, recharge, environmental issues, exchanges, and all other actions and topics material to groundwater conditions in the Basin. In preparing such report, the Groundwater Council may consult with, and draw from, data and information provided by the Watermaster and Conservation District and other reliable sources regarding annual groundwater conditions. The Annual Basin Groundwater Report is not intended to supplement or supplant the annual reports of the various Watermasters operating within the Basin that are filed with the Superior Court or any Watermasters' required reporting under the Sustainable Groundwater Management Act (SGMA).

1.1.4 ***"Basin"*** shall mean the Upper Santa Ana Valley Bunker Hill Groundwater Basin, Sub-basin 8-002.06, as designated in DWR's Bulletin No. 118, and as its boundaries may be modified from time to time through the procedures described in California Water Code § 10722.2.

1.1.5 ***"Groundwater Council"*** or ***"GC"*** or shall mean the Upper Santa Ana Valley Bunker Hill Basin Groundwater Council, the oversight body coordinating the management, replenishment, and preservation of groundwater supply and quality of the Basin. The GC shall be composed of representatives of each Party and should they decide to participate, a representative of any other groundwater management authority over any portion of the Basin, as further provided herein. The GC's duties shall include the integration and coordination of the use of imported water supplies for replenishment of the Basin, facilitation of implementation of GC policies and initiatives through the legal authorities of its members, management of budgeting and funding for the maintenance, development, and management of regional groundwater infrastructure, and dispute resolution that may occur within or between the Parties or Ex Oficio members of the GC.

1.1.6 ***"BTAC"*** shall mean the Basin Technical Advisory Committee, as originally created under the auspices of the Upper Santa Ana River Watershed Integrated Regional Water Management Plan, as such Committee may be modified from time to allow for the additional participation of one or more Parties to this Agreement. The BTAC may be tasked to undertake specified actions in support of the GC.

1.1.7 ***"Effective Date"*** shall mean the date that a majority of the Parties approve of and enter into the Agreement.

1.1.8 ***"Equitable Allocation"*** shall mean the manner of determining the facilities' operations and maintenance ("O&M") costs, and supplemental water cost, for each Party based on the annual approved budget. This allocation will be performed pursuant to the formulas and procedures described in Exhibit B of this Agreement. The allocation shall determine the portion of equitable O&M cost, and the portion of equitable water cost, to be apportioned to each Party or other participant for the applicable GC budget year. These allocations shall also be used to determine the voting weight afforded to each voting member of the GC, under this Agreement and further procedural processes as may be developed by the GC.

1.1.9 **"Ex Oficio participant"** shall mean those entities that participate in the GC by virtue of their status as plaintiffs or successors in interest to plaintiffs in *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969), but which shall not be a considered Parties to this Agreement.

1.1.10 ***"Cost Share"*** shall mean that portion of the overall annual operating costs of the GC, assigned to a Party pursuant to the Equitable Allocation, as determined in the annual budget of the GC.

2. TERM

2.1 This Agreement shall become operative on the Effective Date. If an eligible Party has not executed this Agreement by june 30, 2018, such party may join this GC Agreement only as an additional member of the GC, pursuant to Section 3.5, below.

2.2 This Agreement shall remain in effect for a period of five (5) years following the Effective Date, unless earlier terminated by the unanimous written consent of all then-active Parties, provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the GC that was previously approved by the GC.

2.3 Any Party shall have the ability to withdraw from this Agreement upon serving written notice of its intention to withdraw on all other Parties at least twelve (12) months before that Party's withdrawal becomes effective. Such notice shall be served on the GC at a regularly scheduled meeting and on each of the Parties to this Agreement separately. The withdrawing Party may withdraw upon eighty percent (80%) approval of the voting members of the GC.

2.4 Any Ex Oficio participant in the GC shall have the ability to withdraw from participation in the GC upon thirty (30) days written notice to the Parties.

3. COUNCIL CREATION AND PURPOSE

3.1 Creation of the GC. There is hereby created the Upper Santa Ana Valley Bunker Hill Basin Groundwater Council. The GC shall be, to the extent permitted by law, the forum within which the Parties shall coordinate the access to and utilization of imported water supplies for application to the recharge and replenishment of the Basin, and for the maintenance, and repair of recharge and conveyance facilities for both native and imported supplies to replenish the Basin, consistent with applicable law and judicial decrees.

3.2 Purpose of the Agreement. The purpose of this Agreement, and the creation of the GC, is to provide for the funding, integration, and coordination of the management of imported water and associated groundwater replenishment facilities of the Basin. The purpose is also the facilitation of implementation of policies and initiatives through the legal authorities of one or more Parties, for the purpose of cooperatively managing certain aspects of the Basin, including but not limited to accessing and applying imported water supplies to augment and complement native water supplies, toward the goal of maintaining the long-term yield of the Basin and ensuring that overdraft or other negative impacts are prevented in the

future and eliminated over time; and undertaking imported water replenishment activities that are approved by the GC and included in the annual approved budget.

3.3 Membership of the GC. The GC shall consist of a representative from each Party. One party may serve in multiple representative roles, and this will be accounted for in the Equitable Allocation. GC Members shall be appointed in the manner set forth in Section 3.4 of this Agreement.

3.4 Appointment of Members to the GC. Each Party or other entity entitled to membership on the GC shall appoint one representative member of the GC, who shall be the senior executive management level employee of the Party, or a senior executive management-level employee of other recognized groundwater management entity. Each eligible member may determine its own process for appointing its representative member. Members of the GC shall serve throughout the term of this agreement, provided that such members may be subject to removal and replacement by the appointing Party in the event the representative is no longer in the employ of the appointing Party.

3.5 Additional Members. The GC may permit admission of additional members upon an eighty percent (80%)vote of the Equitable Allocation weighted votes among all then-existing Parties, upon such terms and conditions as the GC in its discretion may impose. Such conditions may include requiring contributions to any GC initiatives for securing imported water supplies, or maintenance and operations expenses of groundwater replenishment facilities, to assure equitable distribution of the costs of such initiatives or facilities to those benefitting from them.

3.6 Ex Oficio Participants. The GC shall include the plaintiff parties or the successors in interest to the plaintiff parties in *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969) as "Ex Oficio" participants, unless any Ex-Oficio participant withdraws from the GC pursuant to Section 2.4, above. Such Ex-Oficio participants shall not have the ability to vote on any matters before the GC, but shall be permitted to provide input and other support for GC efforts. Notwithstanding any other provision of this Agreement, and except as otherwise provided in other agreements, judgments or settlements, Ex Oficio participants shall not be liable for any costs or fees associated with the GC or its activities related to importing groundwater into the Basin and shall not be considered "members" of the GC as that term is used in this Agreement. Ex Oficio participants may jointly execute a separate agreement with the Conservation District that will provide for the annual payment of no more than 27.95% of costs associated with the recharge of native waters.

4. COUNCIL MEETINGS AND ACTIONS

4.1 Initial Meeting. The initial meeting of the GC shall be held at a location overlying the Basin within forty-five days (45) days of the Effective Date of this Agreement. At the initial meeting the GC shall select a President to chair its meetings, a Vice President to serve if the President is unavailable, a Secretary to record GC proceedings and actions, and any other officers it deems appropriate to the successful and efficient conduct of its business.

4.2 Regular Meeting Schedule and Rules of Proceeding. The GC shall establish a regular meeting time and place at its initial meeting. The GC may vote to change the regular meeting time and place, provided that the new location remains at a place overlying the Basin. The GC may adopt, promulgate, repeal, or revise further rules of debate, presentation of motions, voting and proxies, process, or proceedings, as it may deem appropriate.

4.3 Quorum. A quorum of the GC shall consist of majority of the total Equitable Allocation weighted votes among all voting members. In the absence of a quorum, no business may be transacted beyond the adjournment of a meeting by the remaining members. For efficiency, business may be discussed and action recommended for the consent calendar ratification at the next regular meeting. A member shall be deemed present for the determination of a quorum if the member is present at the meeting in person, or if they participate in the meeting telephonically upon such rules and procedures as the GC may promulgate.

4.4 GC Voting Rights. Each voting member of the GC shall have its Equitable Allocation weighted vote, as such may be revised from time to time either (a) pursuant to pre-negotiated mechanisms for the adjustment of the Equitable Allocation, due to fluctuations in the groundwater production or other criteria on which the initial Equitable Allocation is based, or (b) by an eighty percent (80%) vote of the total Equitable Allocation voting weight held by all voting members. Exhibit B indicates the voting rights of each party, and shall be modified periodically as specified in the procedures included in Exhibit B.

4.4.1 Fiscal items, including but not limited to, approval of the annual budget of the GC and any expenditures, shall require an affirmative vote by a supermajority constituting eighty percent (80%) of all Equitable Allocation voting weight. To the extent the GC may form groups which contain less than all members for projects where not all members are participants, such committees will have an additional committee agreement identifying the requirements of committee members, and voting requirements attending fiscal obligations of such committees.

4.4.2 Any change in annual contributions necessary to support the work of the GC shall require an affirmative vote by a supermajority constituting eighty percent (80%) of all of all Equitable Allocation voting weight.

4.5 Minutes. The GC shall cause minutes to be kept of all meetings of the GC and any appointed Standing Committees. The GC shall further cause a copy of draft minutes to be forwarded to each member of the GC and to each Party and Ex Oficio member, which may be done electronically, or by way of posting to a commonly available website or digital portal.

4.6 Annual Budgeting and Expenditure Approval.

4.6.1 The fiscal year of the GC shall be July 1 through June 30. The GC shall develop, circulate, and approve an annual budget for the funding of bringing imported water supply to the Basin, and for the maintenance and repair of groundwater recharge or water conveyance facilities serving replenishment of the Basin. The Budget shall be prepared by a Budget Committee, which shall consist of three (3) member Parties of the GC appointed by a qualifying vote of at least 80% of the weighted Equitable Allocation, no later than January 31 of the fiscal year prior to the one for which the budget is to operate. The Budget Committee shall coordinate with BTAC and Valley District as the State Water Project Contractor, to determine the likely allocation of available State Water Project imported water supplies, and other available non-native sources of imported water, the likely unit cost of such imported water, and the recharge needs of the Basin, in terms of quantities of water, locations where Basin conditions would most benefit from imported recharge, condition and availability of facilities to accomplish such recharge, and cost. From these sources, the Budget Committee shall prepare a budget that recommends all of the following:

(a) the amount of imported water supplies proposed to be bought or otherwise acquired by GC members in the coming year;

(b) the recommended application or distribution of such imported water supplies to various parts of the Basin;

(c) the estimated cost of all ongoing maintenance, repair, and operation costs for then-existing groundwater recharge and conveyance facilities serving to replenish the Basin;

(d) any administrative costs of the GC; and

(e) proposed allocation of all expenditures in the Budget among GC members as their portion of the Cost Share based upon the Equitable Allocation Model.

4.6.2 No later than March 1 prior to the beginning of the year for which the budget is to operate, the Budget Committee shall present and circulate to all GC members the proposed Budget, for review and analysis. The circulated budget shall include the underlying presumptions and worksheets upon which it is based. The Budget Committee, or its designee, shall make itself reasonably available to respond promptly to any inquiries or information requests regarding the proposed budget.

4.6.3 No later than sixty (60) days after presentation of the budget by the Budget Committee, the GC shall meet to deliberate and pass upon the budget. The GC may accept, reject, or modify in any way the budget as proposed by the Budget Committee. Adoption of the budget shall require an eighty percent (80%) vote of the weighted Equitable Allocation, provided, however, that if a segregable portion or portions of the budget can be identified which prevent the overall budget from obtaining an eighty percent (80%) approval vote, the GC shall pass those portions of the budget upon which an eighty percent (80%) majority can be achieved, and shall refer those portions upon which approval cannot be obtained back to the Budget Committee for further recommendation on how such portions might be eliminated, reduced in

scope or cost, or otherwise modified, and represented to the GC for eighty percent (80%) approval. No portion of the GC budget imposing any expenditures on any Party shall be approved or adopted on less than an eighty percent (80%) vote of the Equitable Allocation weighted voting, but the inability to secure an eighty percent (80%) vote on segregable portions of the budget shall not prevent the GC from implementing, and proceeding with, those portions of the budget which secured the required eighty percent (80%) approval.

4.7 The Valley District shall perform the accounting and revenue collection functions of the GC in tracking and securing the funding from the GC members pursuant to the approved annual budget, and consistent with the approved cost allocations among the GC members therein, for all imported water supplies. The Conservation District shall perform the accounting and revenue collection functions of the GC in tracking and securing the funding from the GC members pursuant to the approved annual budget, and consistent with the approved cost allocations among the GC members therein, for all facilities costs. The Conservation District shall credit each Party or Ex Oficio participant otherwise subject to the Conservation District's groundwater charge, in the amounts such Party contributes to the GC budget for facilities costs that would be encompassed in that groundwater charge, in order to prevent double collection of such costs with the Conservation District's groundwater charges. Groundwater charges payable by the Ex Oficio Participants may be suspended as part of the separate funding agreement outlined in Section 4.8. In the event of any delinquency, either Valley District or the Conservation District may request the GC to appoint it, or any other GC member or group of members, to represent the GC in securing collection of unpaid and owing amounts from any delinquent member or members. The reasonably incurred costs of such collection efforts may be reimbursed to the agent the GC authorizes to go forward with them, and may be added as an administrative cost to other members, or as a credit against future amounts owing to the GC from such authorized agent.

4.8 Ex Oficio participants will not be subject to the Conservation District's groundwater charges as long as a separate funding agreement as outlined in this Section 4.8 is in effect. Ex Oficio participants may jointly negotiate and execute a separate agreement with the Conservation District and/or Valley District that will provide for the annual payment of up to 27.95% of costs associated with the recharge of native waters. As of the Effective Date of this Agreement, Ex Oficio participants understood the estimated annual costs associated with water recharge, both native and imported, to be $800,000 for Conservation District activities and $200,000 for activities that may occur in recharge basins outside of the Conservation District's control. Ex Oficio participants, via the separate funding agreement, may agree to collectively pay no more than 27.95% of the cost for recharge of native waters. In any such agreement, in the event that imported water is recharged and the costs for such activity are comingled with the cost for recharge of native water, the Conservation District and/or Valley District will pro-rate the costs associated with recharge to separate the costs for native and imported water recharge. Ex Oficio participants are not intended to be charged for the costs of recharge of imported water or associated capital, the operations and maintenance for imported supplies, or any other costs not expressly agreed to in the separate funding agreement.

4.9 No later than six (6) months into the budget year for which any budget is adopted by the GC, the Budget Committee shall prepare a year-in-process budget review, to assess the validity and accuracy of the presumptions upon which the budget was based, identify

any budget savings or additional expenditures, assess any additional opportunities for groundwater replenishment that may have come available since the passing of the budget, and otherwise assess and recommend to the GC any potential amendment to the existing year budget, or suggestions for the following year's budget, as changing conditions may warrant. *(This section may not be needed based upon finalization of the Equitable Allocation formula.)*

5. COUNCIL POWERS AND DUTIES

5.1 The GC shall exercise the following powers:

5.1.1 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the GC.

5.1.2 To produce an Annual Basin Groundwater Report, using as may be appropriate data regarding groundwater conditions available from the Watermaster, the Conservation District, or other sources.

5.1.3 To monitor groundwater production and extractions in coordination with BTAC and pertinent local groundwater management agencies.

5.1.4 To make, after consultation with BTAC, annual recommendations for the amount of additional artificial recharge for the Basin from imported sources as a complement to native sources, and to plan for the development and application of such additional sources of recharge.

5.1.5 To establish as-needed Ad Hoc and Standing advisory committees for the purpose of making recommendations to the GC. Committees shall exist for the term specified in the action creating the committee, and the GC may dissolve a committee at any time through an eighty percent (80%) majority vote of Equitable Allocation voting weight.

5.1.6 To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to appoint agents and representatives to employ such other staff persons as necessary. The BTAC will provide technical support for the GC, upon such terms as the GC and BTAC shall agree in writing. Ex Oficio members shall not be responsible for BTAC costs.

5.2 In addition to the above-referenced powers, the GC may, by an eighty percent (80%) vote of the Equitable Allocation, decide to activate and exercise any or all of the following additional powers:

5.2.1 To collect and monitor all data related and beneficial to the development, adoption and implementation of appropriate groundwater level management for the Basin.

5.2.2 To collect charges from GC members as authorized in the approved budget.

5.2.3 To cooperate, act in conjunction, and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the purposes of this Agreement.

5.2.4 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the GC.

5.2.5 As may be permitted by law, to apply for and accept grants, contributions, donations and loans, including under any federal, state or local programs for assistance in developing or implementing any of its projects or programs in connection with any project untaken in the GC's name.

5.2.6 To acquire lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and without the respective boundaries of the Parties necessary to accomplish the purposes described herein, or to assist any Party in doing so.

5.2.7 To implement the Cost Share in a manner that qualifies as a pass through charge under the Constitutional requirements of Proposition 218 and similar revenue-raising requirements.

5.2.8 To exercise any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Parties to this Agreement.

5.2.9 In addition to the above, and to the extent not directly represented on the GC, the GC shall coordinate its efforts with the agencies that are charged with implementing all applicable judicial decrees governing the Basin.

6. FUNDING GC ACTIVITIES

Funding for GC activities shall be provided pursuant to an expense sharing mechanism described in more detail in Exhibit B hereto. This mechanism is based in part on a regional sharing of Operation and Maintenance costs for San Bernardino Basin Area recharge activities, as those Operation and Maintenance costs shall be determined by the GC in its annual budgeting, in conjunction with BTAC. All Parties shall share in the Operation and Maintenance cost components. Ex Oficio participants shall not share in any costs which are attributable to bringing imported water to the Basin nor its recharge, but all other Parties shall participate in such costs, pursuant to the Equitable Allocation attached as Exhibit B hereto. Ex Officio participants intend to, through separate agreement(s) with the Conservation District and/or Valley District, cooperate in the payment of up to a maximum of 27.95% of costs associated with the recharge of water that results from natural precipitation and run-off in the basin (native water). Each Party shall be contractually responsible hereunder for the annual payment of fees for their assigned portion of the budgeted expenses of the GC, based on that Party's allocation, as determined by the aforementioned allocation formula and the approved GC budget.

7. DISPUTE RESOLUTION

The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:

7.1 Statement Describing Alleged Violation of Agreement. A Party or Parties alleging a violation of this Agreement (the "**Initiating Party(ies)**") shall provide a written statement describing all facts that it believes constitute a violation of this Agreement to the Party(ies) alleged to have violated the terms of this Agreement (the "**Responding Party(ies)**").

7.2 Response to Statement of Alleged Violation. The Responding Party(ies) shall have sixty (60) days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty (30) days of the date of the response to attempt to resolve the dispute amicably.

7.3 Mediation of Dispute. If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety (90) days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a Director or Trustee or other representative with authority to settle. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies). The decision of the mediator shall be non-binding.

7.4 Reservation of Rights. Subject to the above requirements, in the event that mediation fails, each Party retains and may exercise all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five (5) calendar days' written notice of its intent to sue to all Parties.

8. RELATIONSHIP TO WATER RIGHTS AND PRIOR AGREEMENTS

8.1 Water Rights and Existing Agreements. Nothing in this Agreement is intended to modify the water rights of the Parties or the Ex Oficio participants, whether existing under a judgment, proceedings of the State Water Resources Control Board, or the common law. Nothing in this Agreement is intended to modify any existing agreements between and among the Parties, unless expressly stated herein.

8.2 Agreements Among Water Users. Nothing in this Agreement is intended to modify the rights of the signatories of this Agreement among themselves.

8.3 Judgments. Nothing in this Agreement is intended to modify the rights of the Parties under the terms of the judgments in *Orange County Water District v. City of Chino et al.* (Orange County Superior Court, Case No. 117628, April 17, 1969) and *Western Municipal*

Water District of Riverside County v. East San Bernardino County Water District et al. (Riverside County Superior Court Case No. 78426, April 17, 1969); *Chino Basin Water District v. City of Chino,* San Bernardino Superior Court Case No. 164327; *Big Bear Municipal Water District v. North Fork Water Company,* San Bernardino Superior Court Case No. SCV 165493; or *City of San Bernardino v. Fontana Water Company*, San Bernardino Superior Court Case No.17030 (January 28, 1924). It is the intention of the Parties in forming the GC to apply, administer, and conform to the requirements and provisions of each of these judgments. In the event of any conflict between the actions of the GC, and the requirements and provisions of such judgments, the latter shall control.

8.4 No Admissions. Nothing in this Agreement shall be construed as an admission by any Party regarding any subject matter of this Agreement, including but not limited to the water rights or priorities of same of the Parties.

8.5 Preservation of Rights. The Parties agree that this Agreement, to the extent allowed by law, preserves all rights of the Parties as they may exist as of the Effective Date of this Agreement. Nothing in this Agreement is to be construed as altering the priorities or entitlements of water right holders among themselves to water from the Santa Ana River or the Basin.

9. MISCELLANEOUS

9.1 Authority. Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement, and that by doing so, such Party is not in breach or violation of any other agreement or contract.

9.2 Amendment. Except as to fluctuations in the Equitable Allocation as otherwise provided for herein, this Agreement may be amended or modified only by a written instrument approved by an eighty (80)%) vote of the Equitable Allocation

9.3 Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

9.4 Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

9.5 Construction and Interpretation. This Agreement has been arrived at through negotiations, and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

9.6 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

9.7 Partial Invalidity. If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws or adjudicatory decisions effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof; there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.8 Successors and Assigns. To the extent authorized by law, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

9.9 Waivers. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

9.10 Attorneys' Fees and Costs. The prevailing Party in any litigation or other action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements, in addition to any other relief deemed appropriate by a court of competent jurisdiction.

9.11 Necessary Actions. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

9.12 Compliance with Law. In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

9.13 Third Party Beneficiaries. This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

9.14 Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party by delivery to the person(s) at the address(es) designated below, which designation may be changed from time to time by a Party in writing; (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

To CITY OF COLTON:	CITY OF COLTON Attn: David Kolk, Utilities Director 650 N. La Cadena Drive Colton, CA 92324
To CITY OF REDLANDS:	CITY OF REDLANDS Attn: Paul Toor, Public Works Director 35 Cajon Street Redlands, CA 92373
To CITY OF RIALTO:	CITY OF RIALTO Attn: Thomas J. Crowley, Utilities Manager 150 S. Palm Avenue Rialto, CA 92376
To CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT:	CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT Attn: Miguel Guerrero, Director, Water Utility 397 Chandler Place San Bernardino, CA 92408
To CITY OF LOMA LINDA:	CITY OF LOMA LINDA Attn: Bill Walker, Director of Utilities 25541 Barton Road Loma Linda, CA 92354
To EAST VALLEY WATER DISTRICT:	EAST VALLEY WATER DISTRICT Attn: John J. Mura, General Manager 3111 Greenspot Road Highland, CA 92346
To SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT:	SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT Attn: Doug Headrick, General Manager 380 E. Vanderbilt Way San Bernardino, CA 92408
To SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT:	SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT Attn: Daniel Cozad, General Manager 1630 West Redlands Blvd., Suite A Redlands, California 92373
To FONTANA WATER COMPANY:	FONTANA WATER COMPANY Attn: Chris Fealy, Water Resources Manager Post Office Box 309 Fontana, CA 92335

To WEST VALLEY WATER DISTRICT:	WEST VALLEY WATER DISTRICT Attn: Greg Gage, Assistant General Manager 855 W Baseline Road Rialto, CA 92376
To YUCAIPA VALLEY WATER DISTRICT:	YUCAIPA VALLEY WATER DISTRICT Attn: Joe Zoba, General Manager 12770 2nd Street Yucaipa, CA 92399
To BEAR VALLEY MUTUAL WATER COMPANY:	BEAR VALLEY MUTUAL WATER COMPANY Attn: Bob Martin 101 E. Olive Avenue Redlands, CA 92373
To LOMA LINDA UNIVERSITY:	LOMA LINDA UNIVERSITY Central Utilities Plant Attn: Bill Walker, Director of Utilities 11100 Anderson Street Loma Linda, CA 92350

9.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

CITY OF COLTON,
a California general law city and municipal corporation

DATED: _____, 2018

By: _____
William R. Smith, City Manager

[Signatures continued on next page]

Dated: 2/21/2016

Agency East Valley Water District

Name: John Mura

Title: General Manager/CEO

YUCAIPA VALLEY WATER DISTRICT

DATED: February 6, 2018

By: _____
Joseph Zoba, General Manager

[Signatures continued on next page]

CITY OF LOMA LINDA
a California charter city and
municipal corporation

ATED: 2/14, 2018

By: _____
T. Jarb Thaipejr, City Manager

[Signatures continued on next page]

BEAR VALLEY MUTUAL WATER COMPANY, a California mutual water company

By: David Knight
David Knight, Board President

DATED: February 20, 2018

[Signatures continued on next page]

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

DATED: February 20, 2018

By: Douglas A. Headrick
Douglas Headrick, General Manager

[Signatures continued on next page]

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

DATED: 2-27, 2018

By: _____
President, Water Board

Attest: _____

[Signatures continued on next page]

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
1630 W. Redlands Blvd, Suite A
Redlands, CA 92373

APPROVED AS TO FORM:

Daniel B. Cooper
General Counsel

Dated: 1.27.16

Richard Corneille
President, Board of Directors

Attest:
Secretary of the Board

CITY OF RIALTO
a California general law city and municipal corporation

DATED: 2/28, 2018

By: _____
Robb Steel, Interim City Administrator and Development Services Director

[Signatures continued on next page]

LOMA LINDA UNIVERSITY

By: _____
Richard H. Hart, MD, DrPH,
President

[End of Signatures Pages]

CITY OF REDLANDS,
a California general law city and
municipal corporation

DATED: _____, 2020

By:_____
Charles M. Duggan Jr. , City Manager

[Signatures continued on next page]

WEST VALLEY WATER DISTRICT

DATED: _____, 2020

By:_____
Clarence Mansell Jr.
General Manager

[Signatures continued on next page]

EXHIBIT A

Map of Upper Santa Ana Bunker Hill Basin

(Taken from DWR Bulleting No. 118)

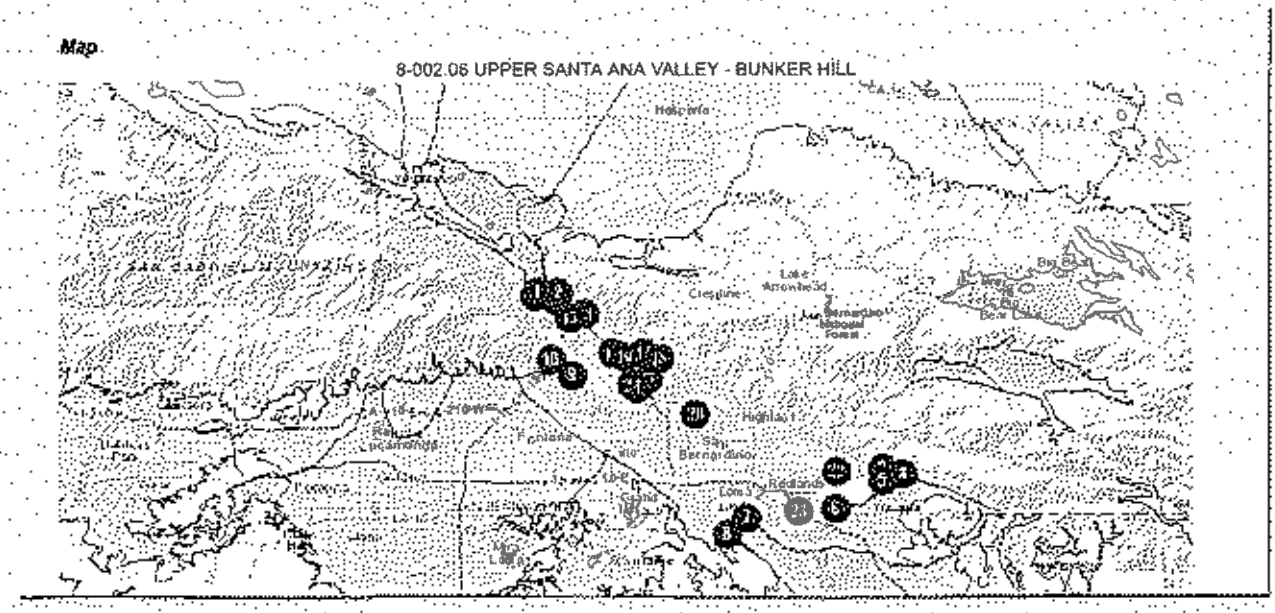


Exhibit A

2017 SAMPLE Calculation

(recalculation occurs annually)

Agency	Total Costs (2017)	Voting Weight
Bear Valley Mutual Water Company	$ 120	0.003%
City of Colton	$ 114,889	3.1%
City of Loma Linda	$ 254,297	6.8%
City of Redlands	$ 675,115	21.2%
City of Rialto	$ 322,534	8.7%
City of San Bernardino	$ 1,413,384	37.8%
East Valley Water District	$ 442,602	14.1%
Fontana Union Water Company	NA	NA
Loma Linda University	$ 31,157	0.8%
Mountain View Power Co.	$ 84,747	NA
Muscoy Mutual Water Company No. 1	$ 44,106	NA
San Bernardino County - Facility Management	$ 17,976	NA
San Bernardino Valley M.W.D.	$ 1,987	NA
Terrace Water Company	$ 15,082	NA
West Valley Water District	$ 262,360	7.0%
Yucaipa Valley Water District	$ 14,603	0.4%
Other San Bernardino Extractions	$ 222,549	NA
San Bernardino Entities Total:	**$ 3,917,509**	**100%**
Western Entities Total:	**$ 279,500**	**0%**
Total:	**$ 4,197,009**	**100%**

Exhibit B

EQUITABLE ALLOCATION METHOD

The Parties to this agreement have agreed to equitably share costs and establish the voting weight for each Party using the following method, which shall be performed annually after the annual submittal of the Western-San Bernardino Watermaster Report to the Court. The details for this method are included in a Microsoft Excel Spreadsheet titled *BTAC Equitable Allocation Method SBBA 1.18.18.xlsx*, as amended by the GC from time to time, which is incorporated here by reference. Copies of that file have been made available to all parties.

I. Calculation of the Equitable Operations and Maintenance (O&M) Cost.

The equitable distribution of the O&M Costs amongst the Parties shall be calculated from the approved budget, as follows:

$$Equitable\ O\&M\ Cost_{\ Plaintiffs} = 0.2795 \times O\&M\ Costs$$

$$Equitable\ O\&M\ Cost_{\ Non\ Plaintiffs} = Proportion\ of\ Total\ Pumping \times 0.7205 \times O\&M\ Costs$$

where,

O&M Costs = annual budgeted or actual costs to operate and maintain the facilities needed to recharge supplemental water into the SBBA that have been reviewed and approved by the Council

$$\text{Proportion of Total Pumping (\%)} = \frac{\text{Party's total SBBA pumping}}{\text{Non-Plaintiff Total SBBA Pumping}}$$

where,

Party's total SBBA pumping (acre-feet) = the Party's total amount pumped from the SBBA for the previous complete calendar year, as published by the Western-San Bernardino Watermaster, and adjusted for any water pumped by one Party and received by another Party, to coordinate with non-parties still paying the groundwater charge, Parties may be requested to report production to the SBVWCD, as needed.

Non-Plaintiff Total SBBA Pumping (acre-feet) = total Non-Plaintiff pumping of the parties for the previous complete calendar year, as recorded by the Western-San Bernardino Watermaster.

II. Calculation of the Equitable Water Cost.

The equitable distribution of the water cost for sustainability will only be paid by the Non-Plaintiff parties and shall be calculated, as follows:

$$Equitable\ Water\ Cost = Party\ Gap + Sustainability$$

where,

$$\underline{\text{Party Gap (\$)}} = \frac{\left(Gap_{1959-63} + Gap_{Last\ 5\ Years}\right)}{2} * SWP\ Cost$$

where,

$\frac{\left(Gap_{1959-63} + Gap_{Last\ 5\ Years}\right)}{2} < 0$, else Party Gap ($) = $0

Gap $_{1959-63}$ (acre-feet) = $GWSY_{1959-63}$ + $SW_{1959-63}$ - Demand $_{Previous\ Year}$

Gap $_{Last\ 5\ Years}$ (acre-feet) = $GWSY_{Last\ 5\ Years}$ + $SW_{Last\ 5\ Years}$ - Demand $_{Previous\ Year}$ + Net New Recycled $_{Previous\ Year}$

where,

$GWSY_{1959-63}$ = local groundwater supplies available to a Party as a portion of their base period safe yield.

The **base period safe yield** for the SBBA has been proportioned amongst the Parties as described below:

where,

$GWSY_{1959-63}$ = Safe $Yield_{1959-63}$ – $SW_{1959-63}$

$SW_{1959-63}$ = average surface water usage by a party from 1953-1963

Demand $_{Previous\ Year}$ = total water demand calculated for the Party for the previous year using published data, as approved by the Council.

$GWSY_{Last\ 5\ Years}$ = local groundwater supplies available to a Party as a portion of their current Safe Yield.

The **safe yield of the last 5 years** for the SBBA will be proportioned amongst the Parties as described below.

where,

$GWSY_{Last\ 5\ Years}$ = Safe $Yield_{Last\ 5\ Years}$ – $SW_{Last\ 5\ Years}$

$SW_{Last\ 5\ Years}$ = average surface water usage by a party within the last 5 years.

Net New Recycled $_{Previous\ Year}$ = The amount of recycled water from the previous year minus Recycled $_{1959-63}$

where,

Recycled$_{1959-63}$ is the amount of recycled water used in the base period

Sustainability ($) = Water Use x (Total Equitable Water Cost – Total Gap ($))

where,

$$\text{Water Use (\%)} = \frac{\text{Party Water Use (acre-feet)}}{\text{Total Water Use (acre-feet)}}$$

where,

Party Water Use (acre-feet) = the Party's total average water use over the past, complete, 5 year period (surface water, groundwater, recycled water, imported water, etc.)

Total Water Use (acre-feet) = Summation of each individual Party Water Use

Total Equitable Water Cost = Sustainable Amount x SWP Cost

where,

Sustainable Amount (acre-feet) = The amount of SWP water, in acre-feet, needed to achieve long-term sustainability which shall be obtained from the latest edition of the San Bernardino Valley Regional Urban Water Management Plan, Average Scenario for the latest planning year plus the published reliability factor, currently 10%

SWP cost ($/acre-foot) = The cost for recharged SWP water as published in the San Bernardino Valley Municipal Water District Resolution 888, as amended

Total Gap ($) = Summation of each individual Party Gap ($) for all Parties

Proportioning Safe Yield.

The Western-San Bernardino Judgment does not apportion the safe yield by water agency. The Parties agree that, for purposes of this agreement, the Safe Yield will be apportioned, as follows:

Safe Yield$_{1959\text{-}63}$: The safe yield during the Base Period was proportioned as follows:

Agency	Safe Yield$_{1959\text{-}63}$
Bear Valley Mutual Water Company	12,996
City of Colton	3,150
City of Loma Linda	1,855
City of Redlands	26,598
City of Rialto	1,890
City of San Bernardino	19,425
East Valley Water District	13,599
Fontana Union Water Company	14,221
Loma Linda University	1,016
Mountain View Power Co.	1,040
Muscoy Mutual Water Company No. 1	1,767
San Bernardino County - Facility Management	1,532
San Bernardino Valley M.W.D.	-
Terrace Water Company	984
West Valley Water District	11,752
Yucaipa Valley Water District	-

Other Non-Plaintiff Extractions	55,412
Non-Plaintiff Total:	**167,238**

Safe $Yield_{Last\ 5\ years}$: The safe yield for the previous 5, complete, calendar years shall be proportioned based upon the total water use for each Party, as follows:

$Safe\ Yield_{Last\ 5\ Years} = Water\ Use\ X\ Safe\ Yield_{Non\ Plaintiffs}$

Where,

Water Use is a percentage (%) and is defined above

$Safe\ Yield_{Non\ Plaintiffs}$ = defined by the Western-San Bernardino Watermaster from time to time, currently 172,745 acre-feet

Credit for Water. A party can provide a new regional supply for basin benefit and receive monetary credit towards their Equitable water cost.

Credit for Water ($) = water provided for basin benefit x SWP Cost

where,

Water provided for basin benefit = local surface water available to an agency that is controlled by that agency and intentionally delivered for groundwater recharge into the SBBA or new recycled water an agency is using to offset potable water use or is recharging into the SBBA above the amount of recycled water that agency was utilizing during the base period

SWP Cost = defined above

III. Formula for Voting Weight. The voting weight for each Party will be calculated, as follows:

$$Voting\ Weight = \frac{Total\ Party\ Cost}{Total\ Costs}$$

Where,

Total Party Cost = Equitable O&M $Cost_{Non\ Plaintiffs}$ + Equitable Water Cost

Total Costs = 0.7205 x O&M Costs + Total Sustainable Water Cost

The total sum of all of the individual Voting Weight values shall be equal to 1.0.

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number 21-140

SAP Number

San Bernardino County
Flood Control District

Department Contract Representative	Michael Fam, P.E.
Telephone Number	(909) 387-8120
Contractor	San Bernardino Valley Water Conservation District
Contractor Representative	Melody McDonald
Telephone Number	(909) 793-2503
Contract Term	
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

Briefly describe the general nature of the contract:

Planning Memorandum of Understanding with the San Bernardino Valley Water Conservation District for Stormwater Recharge at Flood Control Facilities.

FOR COUNTY USE ONLY

Approved as to Legal Form
► See attached
Sophie A. Akins, Deputy County Counsel
Date

Reviewed for Contract Compliance
► Andy Silao
Andy Silao, P.E.
Date 1/27/2021

Reviewed/Approved by District
►
Brendon Biggs, Chief Flood Control Engineer
Date 1-27-21

Non-Standard Contract Coversheet

Revised 3/14/19

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number _____

SAP Number _____

San Bernardino County
Flood Control District

Department Contract Representative	Michael Fam, P.E.
Telephone Number	(909) 387-8120
Contractor	San Bernardino Valley Water Conservation District
Contractor Representative	Melody McDonald
Telephone Number	(909) 793-2503
Contract Term	
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

Briefly describe the general nature of the contract:

Planning Memorandum of Understanding with the San Bernardino Valley Water Conservation District for Stormwater Recharge at Flood Control Facilities.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by District
► Sophie Akins	►	►
Sophie A. Akins, Deputy County Counsel	Andy Silao, P.E.	Brendon Biggs, Chief Flood Control Engineer
Date January 6, 2021	Date	Date

Planning Memorandum of Understanding
by and between the San Bernardino County Flood Control District and
San Bernardino Valley Water Conservation District

RECITALS

WHEREAS, the San Bernardino County Flood Control District (FCD) was created by the San Bernardino County Flood Control Act of 1939, California Water Code Appendix section 43-1 *et seq.* (Flood Control Act). The Flood Control Act specifies that the FCD's primary purpose is to provide for the control of flood and storm waters and, secondarily, to conserve such flood and storm waters, and other waters, for beneficial uses in FCD's district area by spreading, storing, retaining, and through percolation.

WHEREAS, in 1910, the Water Conservation Association (WCA) was organized to conserve the water of the Santa Ana River by storing it in the groundwater basin for future use. In 1931, local citizens voted to create the **San Bernardino Valley Water Conservation District** (SBVWCD) as a public agency to protect against the excessive export of the local surface water by downstream agencies. WCA was dissolved in the early 1940s, and all land and water property were transferred to SBVWCD.

WHEREAS, SBVWCD is now constituted as a water conservation district, duly formed and existing under the authority of California Water Code sections 74000 et. seq. SBVWCD has as its primary purpose the capture, spread, and recharge of water, both native and imported, over groundwater recharge facilities it owns, operates, and leases, and the stewardship of lands for compatible water supply and quality, mineral production, and the preservation of sensitive habitats.

WHEREAS, FCD owns and operates a number of flood control facilities within SBVWCD's boundaries.

WHEREAS, SBVWCD has identified FCD's facilities into which storm water flows may be diverted for water recharge purposes, provided such use will not impair the primary purpose and function of FCD facilities, which is and is to remain to maintain adequate flood protection for the safety and protection of the public.

WHEREAS, the potential for such recharge use is at this time conceptual, and requires additional study, including the identification of eligible facilities, the amount and quality of storm water flows potentially available for recharge, the location and capacity of facilities to accommodate such flows, the secondary impacts such recharge might have on groundwater levels, migration of contaminant plumes, sand and gravel extraction or other land uses in the vicinity, subsidence protection, endangered and sensitive species habitat preservation, and related concerns.

WHEREAS, SBVWCD has preliminarily identified FCD facilities for future study of potential recharge, which facilities are more specifically depicted in Exhibit 1 hereto ("Initial Facilities").

WHEREAS, FCD and SBVWCD wish to enter into this Planning Memorandum of Understanding (MOU) to describe, in general terms, their interests in coordinating their efforts to plan and evaluate the practical, environmental, and financial feasibility of such combined use of FCD's facilities.

WHEREAS, as provided herein, this MOU is for undertaking investigations and feasibility studies in contemplation of possible future use of FCD facilities, and at this juncture does not commit either party to any project or future agreement. Any specific agreed-upon use of FCD facilities for recharge will be set forth in a separate water spreading agreement between the parties, for which the requisite California Environmental Quality Act (CEQA) analysis shall be conducted prior to entering into future agreements to approve or implement any specific project.

NOW, THEREFORE, it is mutually agreed as follows:

1. **Recitals**.

The recitals set forth above are true and correct and incorporated herein.

2. **Term.**

This MOU shall have a term of 10 years from the date on which the last party executes this MOU unless earlier terminated as set forth herein. This MOU may be extended by the parties for up to two (2) subsequent 10-year periods, pursuant to written amendment signed by both parties. Either party may terminate this MOU by providing the other party with ninety (90) written notice, provided, however, that termination of this MOU shall not terminate any water spreading agreements the Parties may have entered into as of the date this MOU itself is terminated, and any such water spreading agreements shall be governed by their own termination provisions, if any.

3. **General Planning Efforts.**

3.1 Preliminary Report. In order to evaluate the Initial Facilities (see Exhibit 1) for the use of storm water recharge, SBVWCD shall prepare and submit to FCD a preliminary report, in a form to mutually agreed upon by the parties, identifying the particular FCD facility, the anticipated amount of storm water to be captured and diverted to that facility, and any SBVWCD improvements anticipated to be required for use of the FCD facility for storm water diversion, storage, or recharge. Parties agree to hold one or more scoping meetings where FCD will provide information relating to its operational, engineering, and environmental constraints and SBVWCD will provide concepts to address those constraints while meeting the need and purposes each of the projects. FCD will provide access to the Initial Facilities to SBVWCD, without charge, to conduct field investigations and surveys necessary to finalize the concept designs. Such investigations and field studies by SBVWCD may include, but are not limited to, surveys, soil borings or tests, geologic sampling, plant or animal habitat counts or surveys, or water quality, quantity, or flow measurements or sampling, so long as such

investigations and field studies do not materially impact FCD's maintenance of use of the Initial Facilities. SBVWCD will prepare and submit the Preliminary Report for sites individually or as groups to address such constraints, impacts of the project(s) as an initial step in the permitting process.

3.2 Assessment of Preliminary Report and Planning. Once the preliminary report is submitted by SBVWCD for the specific use of a particular FCD facility, the parties shall allocate sufficient staff time and resources to evaluate the joint use/operation of that existing FCD facility for continued effective use for adequate flood control purposes, in conjunction with proposed storm water recharge. During this evaluation process, SBVWCD shall provide to FCD all of the details associated with the proposed use for each FCD facility including, but not limited to, concept-level construction plans and specifications for any proposed improvements or modifications to the FCD facility (including a statement as to which entity will own the improvements after a project specific agreement terminates), a permit plan identifying any permits or clearances required from any agency or regulatory authority other than FCD or SBVWCD, and a proposed operational plan for each FCD facility. To the extent access rights are indicated as necessary or appropriate for storm water recharge in a FCD facility, the parties shall meet and confer to delineate the scope and extent of such access rights. This information will also include the amount of estimated storm water recharge for each facility, and expected quality of such water.

3.3 Assessment of Secondary Effects of Recharge. SBVWCD's Preliminary Report shall also consider the potential secondary effects of storm water recharge to the environment, including, but not limited to, an evaluation of whether such activities will introduce water quality pollutants or mobilize existing groundwater contamination, or will cause land subsidence, liquefaction, or seepage to low lying lands in any basin to be impacted by the replenishment activities of SBVWCD. The parties acknowledge that SBVWCD will be the agency leading this evaluation as it has the appropriate expertise concerning storm water recharge and the water quality. FCD will independently review SBVWCD's evaluation.

3.4 Considering the statutory purposes of the FCD and the goals of SBVWCD, both parties agree that they will determine, on a case by case basis, which agency will be in charge of seeking permits for projects and which agency will be the "Lead Agency" for purposes of complying with CEQA. The responsibility for CEQA compliance and permits shall be specified in a water spreading agreement.

3.5 SBVWCD will work cooperatively with FCD towards SBVWCD's goal of maximizing the quantity of storm water recharge from the existing FCD's facilities, while maintaining or improving the protection of the public from the dangers of flooding.

4. **Primacy of FCD Use.**

4.1 The parties obligations set forth hereunder shall be subject to the primary purpose of FCD and FCD facilities pursuant to the Flood Control Act to protect property and the public from flood waters. The use of FCD facilities for flood control purposes shall be paramount.

4.2 In determining whether to enter into a water spreading agreement, for joint use of an FCD facility for water recharge, FCD shall have the sole discretionary authority to determine what constitutes "adequate flood protection" for the operation of its facilities and to determine whether a proposed recharge activity is consistent with and compatible with its uses of a facility.

4.3 FCD shall have the sole discretionary authority to determine which of its facilities are available for use in re-charge activities proposed by the SBVWCD. Any prospective use of any FCD facility shall be subject to the parties' approval of a water spreading agreement.

5. No Implied Covenants.

Based on the FCD priorities set forth in the Flood Control Act and FCD's discretion provided in this MOU, as well as the general planning nature of this MOU, FCD and SBVWCD acknowledge and agree that no implied covenants attach to this MOU, including, but not limited to, the implied covenant of good faith and fair dealing. Nothing set forth herein shall be deemed to bind FCD's Board of Supervisors to approve a water spreading agreement. Notwithstanding anything to the contrary herein, FCD and its Board of Supervisors retain the sole discretion to authorize the use of FCD facilities for storm water recharge.

6. Assignment.

This MOU may not be assigned by either party without the written consent of the other party.

7. Indemnification and Insurance.

7.1 FCD agrees to indemnify, defend (with counsel approved by SBVWCD) and hold harmless SBVWCD, its employees, officers, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from FCD's negligent acts or omissions which arise from FCD's performance of its obligations under this MOU.

7.2 SBVWCD agrees to indemnify, defend (with counsel approved by FCD) and hold harmless the FCD, its employees, officers, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the SBVWCD's

negligent acts or omissions which arise from the SBVWCD's performance of its obligations under this MOU.

7.3 In the event FCD and/or SBVWCD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, FCD and/or SBVWCD shall indemnify the other to the extent of its comparative fault.

7.4 FCD and SBVWCD shall maintain throughout the term of this MOU such policies of insurance or legally sufficient self-insurance for Automobile Liability, Comprehensive General Liability, and Workers' Compensation that are adequate to protect against all liabilities and indemnification responsibilities arising out of the performance of the terms, conditions or obligations of this MOU.

8. **Jurisdiction**. This MOU shall be governed by the laws of the State of California. If a court of competent jurisdiction declares any portion of this MOU invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purposes of this MOU are frustrated. Any dispute or action to enforce any obligation under this MOU shall be filed and resolved in a Superior Court in San Bernardino County, California. In the event of litigation arising from this MOU, each party to the MOU shall bear its own costs, including attorneys' fees.

9. **Signatures.** This MOU may be signed in counterparts, each of which shall constitute an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

10. **Flood Control District Clause.**
All of the FCD's revenues as defined below, have been pledged to secure the payment of the principal and interest on certain bonds and refunding bonds ("Bonds") issued by the FCD in May 2007. The pledge constitutes a first lien on the revenues for the payment of the Bonds. Any payments under this MOU are subject to the prior pledge of revenues described above. FCD payments pursuant to this MOU will be made to the extent there are sufficient funds available after payment of the Bonds. For purposes of this paragraph, "revenues" shall mean all income and revenue received by the FCD from the operation or ownership of the flood and storm water control and conservation facilities ("Flood Control System") of the FCD (including but not limited to, all real and personal property, or any interest therein, and all additions, improvements, betterments and extensions thereto), determined in accordance with Generally Accepted Accounting Principles, including all ad valorem property taxes received by the FCD pursuant to Article XIIIA of the Constitution of the State of California and Section 95 et seq. of the California Revenue and Taxation Code, all rents, royalties and license and permit fees and charges received by the FCD, investment income and all other money howsoever derived by the FCD from the operation or

ownership of the Flood Control System or arising from the Flood Control System, but excluding (a) ad valorem property taxes levied to pay any voter approved general obligation indebtedness of the FCD, (b) assessments levied pursuant to Section 43-7 or Section 43-26.9 of the San Bernardino County Flood Control Act (Cal. Water Code App. Sect. 43-1 et seq.), and (c) grants, advances or contributions in aid of construction, except to the extent such grants are unrestricted and available for any expenditure of the FCD.

11. **Amendments; Entire Agreement**. Any amendments to this MOU, including but not limited to, the addition of FCD facilities, shall be set forth in a writing signed by both parties. This MOU contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all other prior negotiations, understandings or contracts.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers or representatives as of the last day and year appearing below.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

By: _____

President, Board of Directors

SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

►

Curt Hagman, Board Chairman

Dated: FEB 09 2021

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Lynna Monell, Clerk of the Board

By: _____
Deputy

APPROVED AS TO LEGAL FORM:

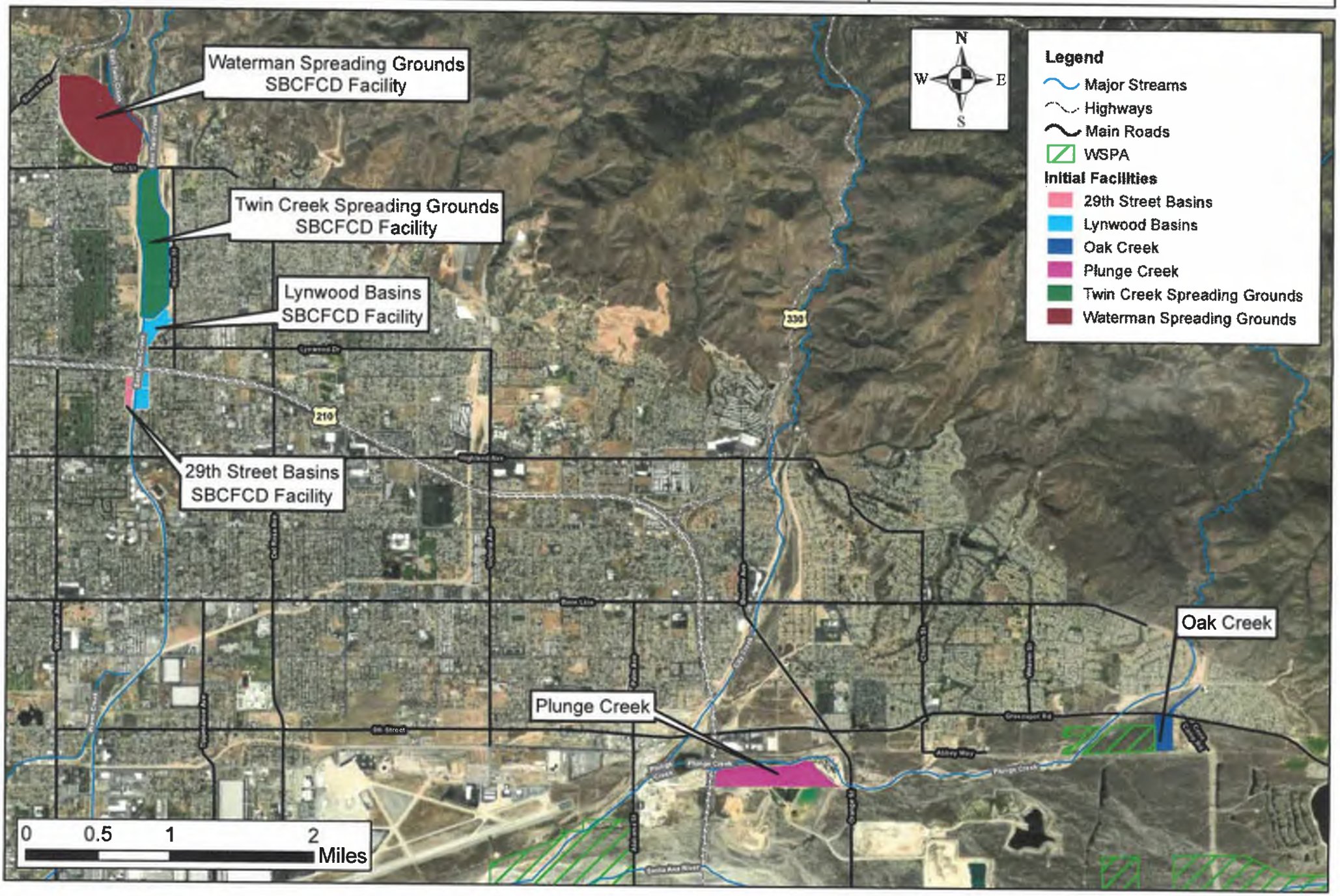
Michelle D. Blakemore, County Counsel

By: Sophie Akins
Sophie A. Akins
Deputy County Counsel

Exhibit 1: Initial Facility Study Area
Planning MOU SBCFCD and SBVWCD

Coordinate System:
NAD 1983 StatePlane California V FIPS 0405 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Source: SBVWCD, CASIL, SBVMWD
GIS Contact: Katelyn Scholte
M:\Active Recharge\SBCFCD MOU Maps
November 4, 2020

San Bernardino Valley Water Conservation District
Helping Nature Store Our Water



Quick Guide to Fontana Settlement Agreement Amendments

This document summarizes the changes made to the Settlement Agreement dated September 12, 2018 between Plaintiffs and Cross-Defendants San Bernardino Valley Municipal Water District ("Valley District"), Defendants and Cross-Complainants Fontana Union Water Company, San Gabriel Valley Water Company, and Fontana Water Company (collectively, "Fontana"), and Intervenor-Defendant Cucamonga Valley Water District, as amended by subsequent settlement agreements with Plaintiffs and Cross-Defendants West Valley Water District ("West Valley"), the City of Colton ("Colton"), and the City of Rialto ("Rialto").

Recitals

CHANGE	EXPLANATION
Terminology ¶ C	West Valley, Colton, and Rialto are no longer "Non-Settling Plaintiffs," but simply "Parties."
Operative Complaint ¶ D	As for West Valley, Colton, and Rialto, the current operative complaint is the Third Amended Complaint (Nov. 2, 2018). As for Valley District, the current operative complaint is still the Second Amended Complaint (Nov. 24, 2014).
Operative Cross-Complaint ¶ J	As to West Valley, Colton, and Rialto, the current operative cross-complaint is the Second Amended Verified Cross-Complaint (Nov. 14, 2018), which added the 11th cause of action: Breach of Contract – Violation of 1961 Rialto Decree by Colton, Rialto, and West Valley Water District. As for Valley District though, the current operative cross-complaint is still the First Amended Verified Cross-Complaint (Mar. 27, 2015).

Dismissal

CHANGE	EXPLANATION
Payments	In full settlement of all of West Valley's, Colton's, and Rialto's claims in the Litigation, Fontana will cause their insurer Arch Insurance Co. to pay $3M to each party, within 30 days after full execution of the Amendments, and will provide a federal W-2 tax form to each party. But in the event that Arch and Fontana Parties reach an agreement with Rialto, before trial, for more than $3M, then Arch shall pay to each West Valley and Colton the difference.
Releases ¶ 5	The releases include all claims contained in Plaintiff's Third Amended Complaint and Fontana Parties' Second Amended Verified Cross-Complaint. The releases on behalf of West Valley, Colton, and Rialto are unconditional, severable from the other provisions of the Settlement Agreement, and shall remain enforceable even if other provisions of the Settlement Agreement are deemed unenforceable or invalid, so long as West Valley, Colton, and Rialto each receive their $3M.
Stipulation for Dismissal ¶ 10	The Fontana's counsel will prepare and send to Valley District, West Valley, Colton, and Rialto's counsel a stipulation for dismissal, with prejudice, of the claims and cross-claims asserted by the parties. All parties shall promptly execute and Fontana shall promptly file the stipulation with a request for the court to retain jurisdiction.
Retention of Jurisdiction ¶ 10	The stipulation for dismissal will request that the Court retain jurisdiction over the Parties to enforce the settlement agreement, as amended, pursuant to CCP § 664.6. All Parties shall promptly execute and Fontana shall promptly file the request.

Other Agreements

CHANGE	EXPLANATION
Preliminary Injunction former ¶ 3(f), now ¶ 3.1	All extractions by the Fontana Parties within the boundaries of the 1961 Decree area shall be subject to the terms of the preliminary injunction issued by San Bernardino County Superior Court on March 20, 2015, and any subsequent court orders (as in the original Settlement Agreement), until the parties agree otherwise.
Groundwater Council	Within one year of the execution of the Amendment, all parties to the Settlement Agreement will jointly establish a Groundwater Council for the Rialto-Colton Basin. Within 5 years, the Council will conduct studies, modeling runs, and other analyses necessary to develop a plan for sustainable management. It will have the authority to require the parties (except for Valley District) to contribute their fair share towards development of the plan and beneficial projects.
Groundwater Management Plan ¶ 3 (l)	The parties will develop, adopt and implement a Rialto-Colton Basin sustainable groundwater management plan including – if the Parties and other public water suppliers extracting water from the Basin agree – an operating safe yield, a new index well regime, and/or other management tools (e.g. ability to overproduce in any year, subject to replenishment), which may be included in an amended Decree.
Replenishment Accounts ¶ 2(h)-(j)	Valley District will set up and maintain five separate accounts, one each for: (1) Defendants, (2) West Valley, (3) Colton, (4) Rialto, and (5) a general replenishment account. Valley District will disburse limited amounts of money to fund projects that benefit groundwater management in the Rialto Basin. If any party settles with Fontana, they have the option of a replenishment credit account funded either at $6M for Rialto, $4M for Colton, or $3M for West Valley or Defendants OR funded at 37.5% of that amount to be paid within 90 days of the execution of the amendment (provided they request it within 60 days).
Penalties for Overpumping	If a party exceeds its pumping allocation for the water year, it shall pay Valley District to acquire replacement water according to section 3(j) of the settlement agreement. If a party exceeds its pumping allocation by 10% and fails to abide by 3(j), then the party must pay $10,000 per acre-foot for water over the 110% of the allocation to the general replenishment account.

Notice

¶ 11(q)

In addition to the contacts listed in the Settlement Agreement, the following parties shall receive all notices, requests, demands or other communications required or permitted under the Settlement Agreement:

Clarence Mansell
General Manager
West Valley Water District
855 W. Base Line Road
Rialto, CA 92376

David X. Kolk, Ph.D.
Utilities and Public Works Director
650 N. La Cadena Ave
Colton, CA 92324

City Administrator
City of Rialto
150 So. Palm Ave.
Rialto, CA 92376

Robert Tafoya, Esq.
Tafoya & Garcia
316 West 2nd Street, suite 1000
Los Angeles, CA 90012

Geralyn Skapik, Esq.
5861 Pine Ave., suite A-1
Chino Hills, CA 91709

SETTLEMENT AGREEMENT

This Settlement Agreement ("**Agreement**") is entered into and effective this 12th day of September, 2018 by and among Plaintiffs and Cross-Defendants San Bernardino Valley Municipal Water District ("**Valley District**") and Defendants and Cross-Complainants Fontana Union Water Company ("**Fontana Union**"), San Gabriel Valley Water Company, a California Corporation ("**San Gabriel**"), and Fontana Water Company, a division of San Gabriel (collectively, "**Fontana Parties**"), and Intervenor-Defendant Cucamonga Valley Water District ("**Cucamonga**"). Each of the Parties to this Agreement is sometimes referred to as a "**Party**" and are collectively sometimes referred to as the "**Parties.**"

Recitals

A. The Parties are all committed to sustainable groundwater management principles. In furtherance of those important principles, the Parties will implement the specific sustainable groundwater practices and principles expressly set forth in this Agreement. In addition, the Parties are committed to cooperating and collaborating with other water producers, including but not limited to the Non-Settling Plaintiffs as defined below, on additional groundwater sustainability measures, including replenishing the Lytle Creek, Rialto-Colton, and Rialto Basins, as well as the San Bernardino Basin Area, and establishing one or more groundwater sustainability councils to promote reliable water supplies for the beneficial use of the customers they serve.

B. The Parties have been engaged in litigation involving groundwater rights, groundwater management, and related matters entitled *San Bernardino Valley Municipal Water District et al., v. San Gabriel Valley Water Company et al.*, Case No. CIVDS 1311085, San Bernardino Superior Court (the "**Litigation**" as used in this Agreement includes all claims that were or could have been alleged therein.).

C. Valley District together with Plaintiffs West Valley Water District ("West Valley"), City of Colton ("**Colton**") and City of Rialto ("**Rialto**") (West Valley, Colton and Rialto are collectively the "**Non-Settling Plaintiffs**") filed a complaint in the Superior Court of California for the County of San Bernardino on September 12, 2013 against the Fontana Parties.

D. The currently operative complaint is the Second Amended Complaint filed on November 24, 2014. In the Second Amended Complaint, Valley District asserts six constitutional, equitable and statutory claims concerning the Fontana Parties' groundwater rights and extractions from the Rialto-Colton Basin, including claims arising out of the court decree dated December 22, 1961 (the "**1961 Decree**") in the case *The Lytle Creek Water and Improvement Company v. Fontana Ranchos Water Company*, et al., San Bernardino County Superior Court, Case No. 81264. The 1961 Decree governs groundwater pumping from a portion of the Rialto-Colton Basin, which is defined therein as the "**Rialto Basin.**" The claims also concern the Fontana Parties' pumping from a portion of the Rialto-Colton Basin that is outside the Rialto Basin as defined by the 1961 Decree, referred to as the "**Paper Gap**" in the Second Amended Complaint, and referred to herein as "**No Man's Land.**"

E. Valley District also asserts claims concerning the Fontana Parties' pumping from the Lytle Creek region of the San Bernardino Basin Area.

F. The Non-Settling Plaintiffs separately asserted six claims alleging breach of contract and other claims arising from the 1961 Decree.

G. The San Bernardino Basin Area and most but not all of the Rialto-Colton Basin are located within the service area of Valley District. A map of the groundwater basins at issue in the Litigation is attached to the Agreement as Exhibit A.

H. On December 30, 2014, Cucamonga served a Complaint in Intervention as a Defendant-Intervenor in the action.

I. On December 8, 2014, the Fontana Parties filed a Verified Cross-Complaint against Valley District and the other Plaintiffs.

J. The currently operative cross-complaint is the First Amended Verified Cross-Complaint filed on March 27, 2015. The Fontana Parties assert the First, Third, Fourth, Fifth and Sixth Causes of Action against Valley District and the other Plaintiffs for legal, declaratory, and equitable relief concerning their water rights and pumping from the Rialto-Colton Basin, from "No Man's Land," and from the San Bernardino Basin Area. The Fontana Parties also assert claims directly against only Rialto and Valley District for breach of contract and other legal, equitable, and statutory grounds, alleging wrongful activities related to Cross-Defendants' groundwater pumping and sales.

K. The Parties hereto deny and dispute each and all of the claims and cross-claims against them.

L. The Parties now wish to settle and resolve all claims arising out of the Litigation and to promote sustainable management of groundwater in the Rialto and Rialto-Colton Basins and in the San Bernardino Basin Area, including the Lytle Creek Basin, by means of this Agreement, as follows:

Agreements

In consideration of the promises, agreements and releases contained herein and for good and valuable consideration, the Parties agree as follows:

1. *Incorporation of Recitals*

The foregoing Recitals are incorporated herein by reference as though fully set forth.

2. *Replenishment and Sustainability Assessment*

a. Upon execution of this Agreement, the Fontana Parties may apply to become members of the Groundwater Council for the San Bernardino Basin Area. If the Fontana Parties choose to seek to join the Groundwater Council, Valley District will promptly support that request in writing. The Parties also agree that, if there

are other management groups where the Fontana Parties have not been included due, in part, to the Litigation, they may apply to join those groups and Valley District will support their participation in those groups.

b. No later than each February 1, the Fontana Parties will pay Valley District an annual Replenishment and Sustainability Assessment on water that the Fontana Parties produced in the prior calendar year from the Lytle Creek region of the San Bernardino Basin Area commencing upon the effective date of this Agreement. The Replenishment and Sustainability Assessment will start at $127.90 per acre-foot and will be indexed to percentage increases in Metropolitan Water District of Southern California's Tier I Untreated Water rate, or the equivalent.

c. Valley District shall use the proceeds of the Replenishment and Sustainability Assessment, save for an amount needed to satisfy the Fontana Parties' pro rata share of the groundwater sustainability charge for the San Bernardino Basin Area pursuant to the San Bernardino Basin Groundwater Council Framework Agreement, dated February 23, 2018 or any successor agreement, to obtain replenishment water for delivery to the Rialto Basin in an amount of 61,000 acre-feet, which fulfills all of the Parties' requirements for the replenishment of the Rialto Basin as determined by Valley District. Valley District shall apply these funds to cover all of its direct costs incurred in obtaining and delivering such replenishment water, including, without limitation, acquisition and transportation costs, facility costs (capital and operation/maintenance), and any similar direct costs incurred as part of the actions (but not including staff time, overhead or salaries/benefits) needed to accomplish the replenishment. Valley District may accomplish the replenishment by means of exchanges, in-lieu recharge of the Rialto Basin, direct recharge of that Basin, direct deliveries to the Fontana Parties, or other means reasonably acceptable to the Parties. By agreeing to the Replenishment and Sustainability Assessments in this Agreement, the Fontana Parties do not admit that they are legally obligated to replenish the Rialto Basin.

d. Valley District agrees that it will use its best efforts to obtain such replenishment water in a timely basis at the lowest cost, recognizing that the timing of the purchase of water will be at the reasonable discretion of Valley District. At no time shall Valley District purchase water at a rate greater than the then-current Metropolitan Water District of Southern California's Tier II Untreated Water rate or equivalent. Within 30 days after each such purchase of replenishment water, Valley District will account to the Fontana Parties in a statement specifying the seller, the amount of water purchased, the price and other anticipated direct costs of purchase and replenishment. The Parties will cooperate, together with the Non-Settling Plaintiffs, regarding such purchases and regarding the timing, location, and manner in which the purchased water will be replenished to the Basin.

e. Valley District shall provide notice to the other Parties during the calendar year in which Valley District anticipates that it will complete the replenishment as provided in this Agreement of 61,000 acre-feet into the Rialto Basin and shall convene a meeting to determine whether or not to modify the Replenishment and

Sustainability Assessment rate for water extracted by the Fontana Parties from the Lytle Creek region of the San Bernardino Basin Area.

f. Upon achieving the replenishment described in subparagraph [c] above, Valley District agrees to dedicate the proceeds of the Replenishment and Sustainability Assessment on a regional basis to fund water supply projects that benefit the Rialto Basin and/or the Lytle Creek region of the San Bernardino Basin Area. Such regional projects may include, but are not limited to, the importation of water, the development of spreading basins and other facilities to capture local stormwater runoff, and other projects that Valley District, acting in cooperation and in conjunction with other agencies, may deem appropriate to enhance water supply reliability for all public water suppliers in the Rialto Basin and/or the Lytle Creek region of the San Bernardino Basin Area.

g. The Parties shall rely on the following principles in determining whether or not, and if so, how to modify the rate charged for water extracted by the Fontana Parties from the Lytle Creek region of the San Bernardino Basin Area, provided that the rate shall not exceed the then-current indexed rate identified in paragraph 2(b) above:

i. Valley District, acting in cooperation and in conjunction with other agencies that extract water from the Rialto Basin, will seek to purchase water at the lowest possible cost for recharge in the Lytle Creek region of the San Bernardino Basin Area and the Rialto Basin and to support the long-term sustainability, reliability, and reasonable and beneficial use of groundwater extractions from the Lytle Creek region of the San Bernardino Basin Area and the Rialto Basin.

ii. Valley District, acting in cooperation with other agencies that extract water from the Rialto Basin and the Lytle Creek region of the San Bernardino Basin Area, will develop, permit, fund and construct such facilities (or improvements to existing facilities) that may be necessary or useful to ensure that the Parties and other agencies that extract water from the Lytle Creek region of the San Bernardino Basin Area and the Rialto Basin have a reliable and sustainable water supply for their respective customers.

iii. The Parties agree that the long-term sustainable management of the San Bernardino Basin Area (including but not limited to the Lytle Creek Basin) and the Rialto Basin shall not cause stranded assets and shall attempt to maximize the water supplies available to all parties extracting water from those Basins.

3. *Cooperative and Sustainable Groundwater Management of the Rialto-Colton Basin*

The Parties agree to the following principles for enhanced and sustainable groundwater management of the Rialto-Colton Basin, consistent with the constitutional requirement to put all water to reasonable and beneficial use. The Parties will undertake to work

cooperatively with, and will encourage, other public water suppliers in that Basin to adopt these principles as the basis for a long-term cooperative, enhanced, and sustainable groundwater management agreement to be included in an amended 1961 Decree that will promote and assure sustainable groundwater supplies.

a. Sustainable groundwater management of the Rialto-Colton Basin shall not cause stranded assets and shall attempt to maximize the water supplies available to all public water suppliers extracting water from the Basin.

b. The Parties agree that they will respect the boundary between Valley District and the Metropolitan Water District of Southern California and will work cooperatively together to ensure that all water for which there is a legal obligation to pay when it moves across that boundary is charged at the rate applicable to such water.

c. The Parties agree to develop accounting principles to ensure that all Parties' use and movement of water fully complies with the terms of this Agreement.

d. For all of the Parties' pumping pursuant to the 1961 Decree and from No Man's Land, any pumping curtailment for a given year will take effect in the month following the notice of the measurement of the spring high index well levels and remain in effect until modified by the notice of the measurement of the following year's spring high index well levels.

e. The Fontana Parties may, without objection from Valley District, extract 5,014 acre-feet/year from wells located in No Man's Land (as shown on the map attached hereto as Exhibit A). Such extraction allocation may be combined with and also may be utilized together with the Fontana Parties' pumping allocation from wells within the Rialto Basin that was established pursuant to the 1961 Decree. The Parties agree to work with the Non-Settling Parties to develop a management plan that would evaluate and address the extractions from wells outside the Rialto Basin by Non-Settling Parties that may significantly affect the Rialto Basin. All wells and extractions discussed in this subsection shall be subject to and governed by the provisions of the 1961 Decree, including without limitation by paragraph 7 of the 1961 Decree.

f. All extractions by the Fontana Parties within the boundaries of the 1961 Decree area shall be subject to the terms of the Preliminary Injunction issued by the San Bernardino County Superior Court on March 20, 2015, and any subsequent court orders.

g. Valley District, using funds from the Fontana Parties and other public water suppliers from the Rialto Basin, shall seek to purchase water for importation into the Rialto Basin that will enable all public water suppliers using the Rialto Basin to extract the water needed by their customers in their respective service areas each year on a sustainable basis, *provided that* Valley District shall select projects or replenishment locations to reflect the Parties' respective payments towards such replenishment.

h. To facilitate such long-term sustainable and reliable use of the Rialto Basin, the Parties intend to create a water market so that any public water supplier that does not need to use its entire allocation from the Rialto Basin in a given year may lease the unused allocation to another public water supplier, under terms and conditions established by those parties, *provided that* all such arrangements must be consistent with this Agreement and all water provided directly or indirectly by Valley District that is delivered outside of Valley District's service area shall be replaced at the appropriate full-cost rate of either the Metropolitan Water District of Southern California or Valley District, which cost shall be solely borne by the party receiving the water.

i. The Parties support and encourage the importation of water to serve multiple purposes, specifically:

   i. Replenishing the Rialto Basin in an amount of 61,000 acre-feet for the reasons and in the manner described in paragraph [2] above.

   ii. To allow all parties that extract water from the Rialto Basin to meet the reasonable and beneficial demands of their respective customers.

   iii. Providing replenishment of the Rialto Basin to ensure the sustainability of water extractions from the Rialto Basin, which includes the importation of water to moderate the hydrologic cycle on both an intra-annual and a long-term basis.

j. Any party to the 1961 Decree may lease or purchase unused water rights from any other party to the 1961 Decree on terms mutually acceptable to those parties, *provided that* any such lease or purchase shall be consistent with the terms of this Settlement Agreement. If any party to the 1961 Decree extracts in the future more water than it is entitled to extract (such entitlement shall include any future water rights acquired by lease or purchase) in any given year, then that party shall pay Valley District within 12 months thereafter to acquire replacement water. Valley District will acquire such replacement water in a manner and at a time that minimizes its cost; provided, however, that the quantity of such additional extractions and replacement water by all parties to the 1961 Decree in any given year shall not be greater than ten percent (10%) of Valley District's annual Rialto Basin recharge capacity for that year unless a greater amount is authorized by or under the authority of Valley District's General Manager.

k. The Parties will jointly seek concurrence from the parties to the 1961 Decree to modify that Decree to utilize a calendar year rather than an October 1 through September 30 water year.

l. The Parties are willing to develop, adopt and implement a Rialto-Colton Basin sustainable groundwater management plan including, if the Parties and other public water suppliers extracting water from the Rialto-Colton Basin agree, an operating safe yield, a new index well regime, and/or other groundwater

management tools (including the ability to overproduce in any year subject to replenishment), which may be included in an amended Decree.

4. *Valley District Sales of Water to San Gabriel*

a. Upon placement of an order per Resolution 888, Valley District will deliver State Water Project water which San Gabriel prepaid and pre-purchased from Valley District from January 2003 through June 2006.

b. Upon placement of an order per Resolution 888, Valley District will fulfill its duties pursuant to the Mutual Assistance Letter agreement dated August 4, 2008 between Valley District, Metropolitan Water District of Southern California, and Inland Empire Utilities Agency (**IEUA**) for delivery of State Water Project water to San Gabriel through IEUA's CB19 connection.

c. Upon placement of an order per Resolution 888, Valley District and San Gabriel will promptly activate their existing physical connection to enable San Gabriel to take delivery of State Water Project water for delivery through San Gabriel's system to its customers (1) in Valley District's territory at Valley District's in-district rate, and (2) in IEUA's territory with IEUA's and Metropolitan Water District of Southern California's concurrence and at IEUA's Tier 1 water rate.

5. *Release*

The Parties, and each of them, on behalf of themselves, and each of their respective past and present subsidiaries, parents, successors and predecessors, affiliates, related entities and divisions, partners, members, principals, associates, directors, managing or other agents, management personnel, officers, directors, shareholders, administrators, servants, employees, staff, attorneys, consultants, advisors, accountants, insurers, representatives, heirs and assigns and on behalf of any person or entity who may claim by or through them (all collectively, "**Associated Parties**"), hereby release, discharge, and agree not to sue each other and each other's Associated Parties, from any and all liabilities, claims, causes of action, obligations, demands, losses, damages, costs or expenses of any kind or nature whatsoever, past or present, ascertained or unascertained, known or unknown, suspected or unsuspected, claimed or unclaimed, which they have, or have ever had, by virtue of any act, omission, reason, cause or thing arising from or related to the Litigation, i.e., the claims contained in the Plaintiffs' Second Amended Complaint and the Fontana Parties' First Amended Cross-Complaint.

In addition, Valley District hereby releases the Fontana Parties from all future claims that Valley District may make: (1) based on any provision of either the Orange County Judgment or the Western Judgment that imposes limits or restrictions on the Fontana Parties' Lytle Creek water rights, and (2) for alleged damages caused by the Fontana Parties' export of Lytle Creek water from the SBBA. These releases of future claims are expressly conditioned on the Fontana Parties' diversions, extractions, and deliveries pursuant to such water rights being consistent with the terms of this Agreement, including but not limited to the Replenishment and Sustainability Assessment provisions of Section 2 of this Agreement.

None of the foregoing releases shall be construed to release a Party's future claim that another party has violated the terms of this Agreement or to preclude any party's future enforcement of the terms of this Agreement.

6. *Use of the Term Assessment*

The Parties' use herein of the term "assessment" to describe payments made under this Agreement is not intended by the Parties to bring such payments within the scope of Article XIII C of the California Constitution, the Municipal Water District Law (California Water Code sections 71000 *et seq.*) nor any other legal requirement associated with "assessments."

7. *Agreement re Use of Recalibrated Model*

The Parties agree to limit use of the 2018 Recalibrated Rialto-Colton Basin Groundwater Model, which was developed by Geoscience and other parties and consultants (the "Model"), as follows:

a. The Model may not be used in any litigation or administrative proceedings in a manner adverse to any Party hereto. The Parties hereto reserve and do not waive any of their claims of privilege or other objections to the use of the Model in the Litigation by any Non-Settling Plaintiffs. Notwithstanding the April 6, 2016 Agreement to Protect Confidentiality of Communications in Settlement Negotiations, the Parties hereto may use any version of the Model in litigation or administrative proceedings against other parties, or for other purposes, so long as it is not used against any of the Parties hereto.

b. Specifically, the Parties agree not to object to use of the Model as follows: (a) in connection with efforts by the United States Environmental Protection Agency and other parties to remediate groundwater contamination in any groundwater basin, (b) in support of Valley District's development of the Santa Ana River Watershed Integrated Model, and (c) in connection with any Party's groundwater recharge and other groundwater management plans and projects. Nothing herein is intended to preclude any use of the Santa Ana River Watershed Integrated Model.

8. No Admissions

The Parties agree that California Evidence Code sections 1152 and 1154, and Federal Rule of Evidence 408, render this Agreement inadmissible as evidence against any of the Parties in any adjudicative or quasi-adjudicative proceeding, except that either Party may offer this Agreement as evidence in an action that seeks to compel the other Party to perform its obligations under this Agreement. This Agreement may also be admitted to prove that the Fontana Parties have agreed to adequate replenishment of the Rialto Basin. Nothing in this Settlement Agreement admits or shall be construed as admitting any wrongdoing by any Party. In particular, and without limiting the generality of the preceding sentence, the Fontana Parties do not admit that they violated the 1961 Decree.

9. *Costs and Fees*

Each Party shall bear its own fees and costs, including attorneys' and experts' fees, associated with the Litigation and this Agreement, including any dispute or other proceeding regarding this Agreement that may arise in the future.

10. *Dismissal of the Action*

Within five (5) business days of execution by all Parties, Valley District's counsel shall prepare and send to the Fontana Parties' counsel a Stipulation for Dismissal, with prejudice, of the claims and cross-claims asserted by Valley District and the Fontana Parties against each other. Within five (5) business days of receiving Fontana Parties' counsel's signature (or permission to use an e-signature), Valley District's counsel shall file the Stipulation for Dismissal with the Court. The Parties agree to seek judicial approval of this Agreement.

11. *General Provisions*

a. *Authority*. Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.

b. *Amendment*. This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.

c. *Civil Code Section 1542 Waiver*. The Parties expressly waive the rights provided under California Civil Code Section 1542, which states that:

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 DEBTOR.

The Parties understand the significance and consequences of this California Civil Code Section 1542 waiver, they assume the risk of any unknown facts and claims released by this Agreement, and they hereby assume full responsibility for any damages or losses covered by this waiver.

Initials: MWB _____ _____ _____ _____

d. *Jurisdiction and Venue*. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

9. *Costs and Fees*

Each Party shall bear its own fees and costs, including attorneys' and experts' fees, associated with the Litigation and this Agreement, including any dispute or other proceeding regarding this Agreement that may arise in the future.

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Initials: _____ _____ _____ _____

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9. *Costs and Fees*

Each Party shall bear its own fees and costs, including attorneys' and experts' fees, associated with the Litigation and this Agreement, including any dispute or other proceeding regarding this Agreement that may arise in the future.

10. *Dismissal of the Action*

Within five (5) business days of execution by all Parties, Valley District's counsel shall prepare and send to the Fontana Parties' counsel a Stipulation for Dismissal, with prejudice, of the claims and cross-claims asserted by Valley District and the Fontana Parties against each other. Within five (5) business days of receiving Fontana Parties' counsel's signature (or permission to use an e-signature), Valley District's counsel shall file the Stipulation for Dismissal with the Court. The Parties agree to seek judicial approval of this Agreement.

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The Parties understand the significance and consequences of this California Civil Code Section 1542 waiver, they assume the risk of any unknown facts and claims released by this Agreement, and they hereby assume full responsibility for any damages or losses covered by this waiver.

Initials: _____ _____ _____ _____

d. *Jurisdiction and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

e. *Headings*. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

f. *Construction and Interpretation*. This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

g. *Entire Agreement*. This Agreement constitutes the entire and final agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

h. *Successors and Assigns*. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

i. *Waivers*. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement. Oral waivers shall not be permitted or valid.

j. *Warranty*. Each Party hereto warrants and represents that it has the power and authority to settle and release claims as set forth herein, and that its signatory is duly authorized and empowered to sign this Agreement on its behalf. Each party further warrants that it has been represented by legal counsel in the negotiation and drafting of this Agreement. This Agreement is the result of a negotiated compromise and was jointly drafted by the Parties.

k. *Necessary Actions*. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement. The Parties further agree to take no action that would frustrate the purposes of this Agreement.

l. *Compliance with Law*. In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

m. *Third Party Beneficiaries*. This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

n. *Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

o. *Non-Reliance.* The Parties represent, warrant, agree, and shall be forever estopped to deny each of the following:

i. That no adverse party or attorney has made, nor have the Parties relied upon, any promise, representation or warranty whatsoever, express or implied, which is not contained herein, to induce them to execute this Agreement;

ii. That they have read and understand this Agreement;

iii. That the Parties are the sole owners of all claims and causes of action that they have asserted in this lawsuit, and that they have never assigned or transferred any of said claims or causes of action to any other party;

iv. That the Parties and their attorneys have made such investigation as they deem necessary of the facts and law pertaining to this Agreement and the value of the consideration and the claims being released hereby; and

v. That if they subsequently discover that any fact relied upon by them in entering into this Agreement was untrue, that any facts were concealed from them, or that their understanding of the facts or law or the terms of this Agreement was in any way incorrect, they shall still not be entitled to set aside this Agreement and the above releases.

p. *Cooperation.* The Parties will cooperate and coordinate all public announcements relating to this Agreement.

q. *Notices.* All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by electronic mail or facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

General Manager
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408

With a copy to:
David Aladjem
Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814

President
San Gabriel Valley Water Company
11142 Garvey Avenue
El Monte, CA 91733

With a copy to:
T. J. Ryan
Vice President and General Counsel
San Gabriel Valley Water Company
11142 Garvey Avenue
El Monte, CA 91733

General Manager
Fontana Water Company
15966 Arrow Route
Fontana, CA 92335

With a copy to:
T. J. Ryan
Vice President and General Counsel
San Gabriel Valley Water Company
11142 Garvey Avenue
El Monte, CA 91733

President
Fontana Union Water Company
15966 Arrow Route
Fontana, CA 92335

With a copy to:
Thomas H. McPeters, Esq.
700 E. Redlands Boulevard, Suite U-297
Redlands, CA 92373-6109

General Manager
Cucamonga Valley Water District
10440 Ashford St.
Rancho Cucamonga, CA 91730-2799

With a copy to:
Thomas S. Bunn III
Lagerlof, Senecal, Gosney & Kruse
301 N Lake Av Ste 1000
Pasadena, CA 91101-5123

Dated: September 12, 2018

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Mark Bulot
Board President

Dated: September 12, 2018

Approved As To Form:

By: _____
David R.E. Aladjem
Special Counsel

Dated: September ___, 2018

SAN GABRIEL VALLEY WATER COMPANY

By: _____
Michael L. Whitehead
Chief Executive Officer

Dated: September ___, 2018

Approved As To Form:

By: _____
Frederic A. Fudacz
Nossaman LLP

Dated: September ___, 2018

FONTANA WATER COMPANY

By: _____
Robert W. Nicholson
President

Dated: September ___, 2018

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Mark Bulot
Board President

Dated: September ___, 2018

Approved As To Form:

By: _____
David R.E. Aladjem
Special Counsel

Dated: September 12, 2018

SAN GABRIEL VALLEY WATER COMPANY

By: _____
Michael L. Whitehead
Chief Executive Officer

Dated: September ___, 2018

Approved As To Form:

By: _____
Frederic A. Fudacz
Nossaman LLP

Dated: September 12, 2018

FONTANA WATER COMPANY

By: _____
Robert W. Nicholson
President

Dated: September 13, 2018

Approved As To Form:

By: _____

Frederic A. Fudacz
Nossaman LLP

Dated: September ___, 2018

FONTANA UNION WATER COMPANY

By: _____

Martin E. Zvirbulis
President

Dated: September 13, 2018

Approved As To Form:

By: _____

Frederic A. Fudacz
Nossaman LLP

Dated: September ___, 2018

CUCAMONGA VALLEY WATER DISTRICT

By: _____

James V. Curatalo, Jr.
President

Dated: September ___, 2018

Approved As To Form:

By: _____

Thomas S. Bunn III
Special Counsel

Dated: September ___, 2018

Approved As To Form:

By: _____
Frederic A. Fudacz
Nossaman LLP

Dated: September ___, 2018

FONTANA UNION WATER COMPANY

By: _____
Martin E. Zvirbulis
President

Dated: September ___, 2018

Approved As To Form:

By: _____
Frederic A. Fudacz
Nossaman LLP

Dated: September ___, 2018

CUCAMONGA VALLEY WATER DISTRICT

By: _____
James V. Curatalo, Jr.
President

Dated: September 12, 2018

Approved As To Form:

By: Thomas S. Bunn III
Thomas S. Bunn III
Special Counsel

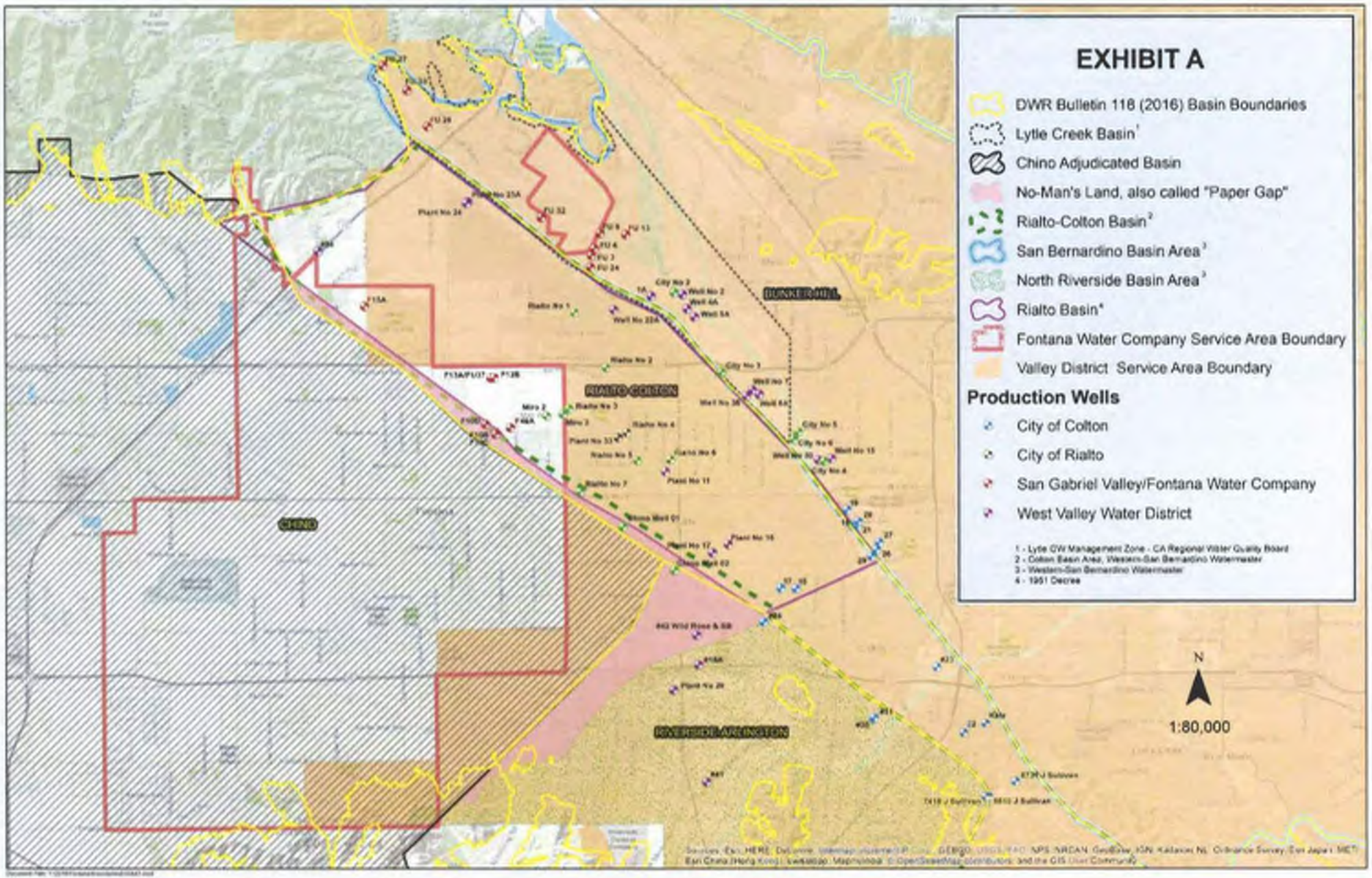
EXHIBIT A
DWR Bulletin 118 (2016) Basin Boundaries
Lytle Creek Basin[1]
Chino Adjudicated Basin
No-Man's Land, also called "Paper Gap"
Rialto-Colton Basin[2]
San Bernardino Basin Area[3]
North Riverside Basin Area[3]
Rialto Basin[4]
Fontana Water Company Service Area Boundary
Valley District Service Area Boundary
Production Wells
City of Colton
City of Rialto
San Gabriel Valley/Fontana Water Company
West Valley Water District
1 - Lytle GW Management Zone - CA Regional Water Quality Board
2 - Colton Basin Area, Western-San Bernardino Watermaster
3 - Western-San Bernardino Watermaster
4 - 1961 Decree
CHINO
RIALTO-COLTON
BUNKER HILL
RIVERSIDE-ARLINGTON
N
1:80,000

COLTON AMENDMENT TO SETTLEMENT AGREEMENT

This First Amendment to the Settlement Agreement dated September 12, 2018 ("**Settlement Agreement**") is entered into and effective this ___ day of February, 2019 by and among Plaintiffs and Cross-Defendants San Bernardino Valley Municipal Water District ("**Valley District**") and City of Colton ("**Colton**") and Defendants and Cross-Complainants Fontana Union Water Company ("**Fontana Union**"), San Gabriel Valley Water Company, a California Corporation ("**San Gabriel**"), and Fontana Water Company, a division of San Gabriel (collectively, "**Fontana Parties**"), and Intervenor-Defendant Cucamonga Valley Water District ("**Cucamonga**"). Each of the Parties to this Agreement is sometimes referred to as a "**Party**" and are collectively sometimes referred to as the "**Parties.**"

Recitals

A. On September 12, 2018, Valley District, the Fontana Parties, and Cucamonga entered into a Settlement Agreement.

B. Colton now wishes to join that Settlement Agreement as a Party, to settle and resolve all of its claims and cross-claims in the Litigation, and to promote the sustainable groundwater management principles set forth therein.

Agreements

In consideration of the promises, agreements and releases contained herein and for good and valuable consideration, the Parties agree as follows:

1. *Acceptance and Incorporation of Settlement Agreement*

   Colton accepts and agrees to the Recitals, definitions, principles, and Agreements set forth in the Settlement Agreement, which are incorporated herein by reference, except for those delineations and amendments set forth in this Amendment.

2. *Amended Definitions and Recitals.*

   Recital C of the Settlement Agreement is hereby amended to include Colton among the "Parties" and exclude it from the "Non-Settling Plaintiffs."

   Recital D of the Settlement Agreement is hereby amended to add at the end: "As for Colton, the current operative complaint is the Third Amended Complaint filed on or about November 2, 2018.

   Recital F is hereby amended to state: "Colton and the Non-Settling Plaintiffs separately asserted six claims alleging breach of contract and other claims arising from the 1961 Decree."

   Recital J is hereby amended to add at the end: "As for Colton, the current operative cross-complaint is the Second Amended Verified Cross-Complaint which was filed on or about November 14, 2018, which added the 11th Cause of Action, entitled Breach of Contract – Violation of 1961 Rialto Decree by Colton, Rialto and West Valley Water District."

3. *Payment to Colton.*

a. In full settlement of all of Colton's claims in the Litigation, the Fontana Parties' will cause their insurer Arch Insurance Company to pay Colton the total sum of $3 million within 30 days after full execution of this Amendment and Colton providing a federal W-9 tax form for its designated payee.

b. In the event that Arch and the Fontana Parties reach an agreement with Rialto, before trial, that results in a payment by Arch to Rialto that exceeds $3 million, then Arch shall pay Colton the difference between the amount paid to Rialto and the $3 million.

4. *Preliminary Injunction*

Section 3(f) of the Settlement Agreement shall be deleted and replaced with a new Section 3.1 stating:
"All extractions by the Fontana Parties within the boundaries of the 1961 Decree area shall be subject to the terms of the Preliminary Injunction issued by the San Bernardino County Superior Court on March 20, 2015, and any subsequent court orders, until the Parties agree otherwise."

5. *Release*

Section 5 of the Settlement Agreement is amended by adding the following sentence to the end of its first paragraph:
"This release on behalf of Colton is unconditional and severable from the other provisions of the Settlement Agreement as amended herein, and this release shall remain enforceable even if other provisions of the Settlement Agreement are deemed unenforceable or invalid, so long as Colton receives the $3 million settlement payment required above."

6. *Request for Dismissal of the Action.*

Section 10 of the Settlement Agreement is replaced with the following:
"Within five (5) business days of full execution of this Amendment, the Fontana Parties' counsel shall prepare and send to counsel for Colton and Valley District a stipulation for dismissal with prejudice of the claims and cross-claims asserted by Colton and the Fontana Parties against each other. Pursuant to CCP §664.6, the stipulation for dismissal shall also request that the Court retain jurisdiction over the Parties to enforce the Settlement Agreement, as amended, until performance in full of its terms, notwithstanding the above dismissals. All Parties shall promptly execute and the Fontana Parties shall promptly file with the Court the stipulation for dismissal and retention of jurisdiction."

7. *Notices.*

Section 11(q) of the Settlement Agreement is amended to add the following notice recipients for Colton:

David X. Kolk, Ph.D.
Utilities and Public Works Director
650 N. La Cadena Ave

Colton, CA 92324
and
Utilities Director
650 N. La Cadena Ave
Colton, CA 92324

With a copy to:
Geralyn Skapik, Esq.
5861 Pine Ave., suite A-1
Chino Hills, CA 91709

8. *Groundwater Management Plan.*

Section 3(l) of the Settlement Agreement is replaced with the following: "The Parties will develop, adopt and implement a Rialto-Colton Basin sustainable groundwater management plan including, if the Parties and other public water suppliers extracting water from the Rialto-Colton Basin agree, an operating safe yield, a new index well regime, and/or other groundwater management tools (including the ability to overproduce in any year subject to replenishment), which may be included in an amended Decree."

9. *Penalties for Overpumping.*

a. In the event that any party exceeds its pumping allocation for the water year, that party shall abide by the provisions of section 3(j) of the Settlement Agreement by paying Valley District to acquire replacement water.

b. If the amount pumped in excess is greater than 10% of the party's allocation (including any future water rights acquired by lease or purchase) and the party fails to abide by the provisions of section 3(j) of the Settlement Agreement, then the party shall pay a penalty of $10,000/acre-foot for the amount over 110% of the allocation. Such penalties shall be paid into the general replenishment account managed by the Groundwater Council that is described below ("Groundwater Council").

10. *Replenishment Credit Accounts.*

Section 2 of the Settlement Agreement is modified by adding the following provisions:

h. Valley District shall establish and administer the following segregated accounts: one for the Defendants, one for the City of Colton, one each for West Valley and Rialto if either party settles with the Fontana Parties, and one general replenishment account.

i. Each beneficiary of these segregated accounts for the Defendants, Colton, West Valley, and Rialto who settles with the Fontana Parties shall have the option of a replenishment credit account that will be funded either: (i) in the following amounts to be paid upon the completion of the 61,000 acre-feet of replenishment per §2(c) of the Settlement Agreement: Rialto $6 million, Colton $4 million, West Valley $3 million, Defendants $3 million; or (ii) in the amount of 37.5% of the above amounts to be paid within 90 days of the execution of this

Amendment, if requested by the beneficiary within 60 days of the execution of this Amendment.

j. All of these accounts shall be administered by Valley District and shall be limited in their disbursements to projects that benefit groundwater management in the Rialto Basin, as determined by the Groundwater Council.

11. *Groundwater Council.*

Within one year of the execution of this Amendment, all parties to the Settlement Agreement will jointly establish a Groundwater Council for the Rialto-Colton Basin modeled on the Groundwater Council that has been established for the San Bernardino Basin Area and whose voting members shall be the four parties to the 1961 Decree. The Groundwater Council shall:

a. Within five years of its establishment, conduct the studies, modeling runs and other analyses that may be necessary to develop a plan for the sustainable management of the Rialto-Colton Basin; provided that such plan is not inconsistent with Valley District's obligations under the Orange County Judgment (*Orange County Water District v. City of Chino et al.*, Superior Court of Orange County, Case No. 117628) and the Western Judgment (*Western Municipal Water District of Riverside County v. East San Bernardino County Water District*, Superior Court of Riverside County, Case No. 78426); and

b. Have the authority to require the parties (excluding Valley District) to contribute their fair share (including by applying amounts deposited in replenishment accounts described above) towards development of the plan and any projects benefiting the Rialto-Colton Basin.

12. *General Provisions.*

a. By signing this Amendment, Colton will become a party to the Settlement Agreement. Except as modified herein, all provisions of the Settlement Agreement are hereby accepted and incorporated into this Amendment.

b. Each Plaintiff may settle separately with the Fontana Parties and Cucamonga.

Dated: February___, 2019

City of Colton

By: _____
William Smith
City Manager

Dated: February___, 2019

Approved As To Form:

By: _____
Geralyn Skapik

Special Counsel

Dated: February___, 2019

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
T. Milford Harrison
Board President

Dated: February___, 2019

Approved As To Form:

By: _____
David R.E. Aladjem
Special Counsel

Dated: February___, 2019

SAN GABRIEL VALLEY WATER COMPANY

By: _____
Michael L. Whitehead
Chief Executive Officer

Dated: February___, 2019

FONTANA WATER COMPANY

By: _____
Robert W. Nicholson
President

Dated: February___, 2019

FONTANA UNION WATER COMPANY

By: _____
John Bosler
President

Dated: February 19, 2019

Approved As To Form:

By: _____
Frederic A. Fudacz
Nossaman LLP

Dated: February ___, 2019

CUCAMONGA VALLEY WATER DISTRICT

By: _____
James V. Curatalo, Jr.
President

Dated: February 14, 2019

Approved As To Form:

By: _____
Thomas S. Bunn III
Special Counsel

Special Counsel

Dated: February 21, 2019

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: Paul R Kielhold
Paul R. Kielhold
Board Vice-President

Dated: February 15, 2019

Approved As To Form:

By: _____
David R.E. Aladjem
Special Counsel

Dated: February 7, 2019

SAN GABRIEL VALLEY WATER COMPANY

By: M. Whitehead
Michael L. Whitehead
Chief Executive Officer

Dated: February 7, 2019

FONTANA WATER COMPANY

By: Robert W. Nicholson
Robert W. Nicholson
President

Dated: February ___, 2019

FONTANA UNION WATER COMPANY

By: _____
John Boeler
President

RIALTO AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to the Settlement Agreement dated September 12, 2018 ("**Amendment**") is entered into and effective this 12th day of February, 2019 by and among Plaintiffs and Cross-Defendants San Bernardino Valley Municipal Water District ("**Valley District**") and City of Rialto ("**Rialto**") and Defendants and Cross-Complainants Fontana Union Water Company ("**Fontana Union**"), San Gabriel Valley Water Company, a California Corporation ("**San Gabriel**"), and Fontana Water Company, a division of San Gabriel (collectively, "**Fontana Parties**" or "**Defendants**"), and Intervenor-Defendant Cucamonga Valley Water District ("**Cucamonga**"). Each of the Parties to this Agreement is sometimes referred to as a "**Party**" and are collectively sometimes referred to as the "**Parties.**"

Recitals

A. On September 12, 2018, Valley District, the Fontana Parties, and Cucamonga entered into a Settlement Agreement in the litigation styled *San Bernardino Valley Municipal Water District et al v. San Gabriel Water Company et al.*, Case No. CIVDS 1311085, San Bernardino County Superior Court ("Litigation") ("Settlement Agreement"). A copy of that Settlement Agreement is attached hereto as Exhibit A and incorporated herein by reference as is set forth in full.

B. Rialto now wishes to join that Settlement Agreement as a Party, to settle and resolve all of its claims and cross-claims in the Litigation, and to promote the sustainable groundwater management principles set forth therein. As such, the Parties have negotiated modifications to the Settlement Agreement as set forth below.

Agreements

In consideration of the promises, agreements and releases contained herein and for good and valuable consideration, the Parties agree as follows:

1. *Acceptance and Incorporation of Settlement Agreement*

   The Parties accept and agree to the Recitals, Definitions, principles, and Agreements set forth in the Settlement Agreement, which are incorporated herein by reference, except for those delineations and amendments set forth in this Amendment.

2. *Amended Definitions and Recitals*.

   Recital C of the Settlement Agreement is hereby amended to include Rialto among the "Parties" and exclude it from the "Non-Settling Plaintiffs."

   Recital D of the Settlement Agreement is hereby amended to add at the end: "As for Rialto, the current operative complaint is the Third Amended Complaint filed on or about November 2, 2018.

   Recital F is hereby amended to state: "Rialto and the Non-Settling Plaintiffs separately asserted six claims alleging breach of contract and other claims arising from the 1961 Decree."

Recital J is hereby amended to add at the end: "As for Rialto, the current operative cross-complaint is the Second Amended Verified Cross-Complaint which was filed on or about November 14, 2018, which added the 11th Cause of Action, entitled Breach of Contract – Violation of 1961 Rialto Decree by Colton, Rialto and West Valley Water District."

3. *Payment to Rialto.*

In full settlement of all of Rialto's claims in the Litigation, the Fontana Parties' will cause their insurer Arch Insurance Company to pay Rialto the total sum of $3 million within 30 days after full execution of this Amendment and Rialto providing a federal W-9 tax form for its designated payee.

4. *Preliminary Injunction*

Section 3(f) of the Settlement Agreement shall be deleted and replaced with a new Section 3.1 stating:
"All extractions by the Fontana Parties within the boundaries of the 1961 Decree area shall be subject to the terms of the Preliminary Injunction issued by the San Bernardino County Superior Court on March 20, 2015, and any subsequent court orders, unless and until the Parties agree otherwise."

5. *Release*

Section 5 of the Settlement Agreement is amended by adding the following sentence to the end of its first paragraph:
"Such releases also include all claims contained in Plaintiffs' Third Amended Complaint and Fontana Parties' Second Amended Verified Cross-Complaint. This release on behalf of Rialto is unconditional and severable from the other provisions of the Settlement Agreement as amended herein, and this release shall remain enforceable even if other provisions of the Settlement Agreement are deemed unenforceable or invalid, so long as Rialto receives the $3 million settlement payment required above."

6. *Request for Dismissal of the Action.*

Section 10 of the Settlement Agreement is replaced with the following:
"Within five (5) business days of full execution of this Amendment, the Fontana Parties' counsel shall prepare and send to counsel for Rialto and Valley District a stipulation for dismissal with prejudice of the claims and cross-claims asserted by Rialto and the Fontana Parties against each other. Pursuant to CCP §664.6, the stipulation for dismissal shall also request that the Court retain jurisdiction over the Parties to enforce the Settlement Agreement, as amended, until performance in full of its terms, notwithstanding the above dismissals. All Parties shall promptly execute and the Fontana Parties shall promptly file with the Court the stipulation for dismissal and retention of jurisdiction."

7. *Notices.*

Section 11(q) of the Settlement Agreement is amended to add the following notice recipient for Rialto:

City Administrator
City of Rialto
150 So. Palm Ave.
Rialto, CA 92376

8. *Groundwater Management Plan.*

Section 3(l) of the Settlement Agreement is replaced with the following: "The Parties will develop, adopt and implement a Rialto-Colton Basin sustainable groundwater management plan including, if the Parties and other public water suppliers extracting water from the Rialto-Colton Basin agree, an operating safe yield, a new index well regime, and/or other groundwater management tools (including the ability to overproduce in any year subject to replenishment), which may be included in an amended Decree."

9. *Penalties for Overpumping.*

a. In the event that any party exceeds its pumping allocation for the water year, that party shall abide by the provisions of section 3(j) of the Settlement Agreement by paying Valley District to acquire replacement water.

b. If the amount pumped in excess is greater than 10% of the party's allocation (including any future water rights acquired by lease or purchase) and the party fails to abide by the provisions of section 3(j) of the Settlement Agreement, then the party shall pay a penalty of $10,000/acre-foot for the amount over 110% of the allocation. Such penalties shall be paid into the general replenishment account managed by the Groundwater Council that is described below ("Groundwater Council").

10. *Replenishment Credit Accounts.*

Section 2 of the Settlement Agreement is modified by adding the following provisions:

h. Valley District shall establish and administer the following segregated accounts: one for the Defendants, one for Rialto, and one each for Colton and West Valley if either party settles with the Fontana Parties, and one general replenishment account.

i. Each beneficiary of these segregated accounts for the Defendants and for Colton, West Valley, and Rialto, if either party settles with the Fontana Parties, shall have the option of a replenishment credit account that will be funded either: (i) in the following amounts to be paid upon the completion of the 61,000 acre-feet of replenishment per §2(c) of the Settlement Agreement: Rialto $6 million, Colton $4 million, West Valley $3 million, Defendants $3 million; or (ii) in the amount of 37.5% of the above amounts to be paid within 90 days of the execution of this Amendment, if requested by the beneficiary within 60 days of the execution of this Amendment.

j. All of the accounts described in paragraphs h and i shall be administered by Valley District and shall be limited in their disbursements to projects that benefit

groundwater management in the Rialto Basin, as determined by the Groundwater Council.

11. *Groundwater Council.*

Within one year of the execution of this Amendment, all parties to the Settlement Agreement will jointly establish a Groundwater Council for the Rialto-Colton Basin modeled on the Groundwater Council that has been established for the San Bernardino Basin Area and whose voting members shall be the four parties to the 1961 Decree, with each member having one vote. The Groundwater Council shall:

a. Within five years of its establishment, conduct the studies, modeling runs and other analyses that may be necessary to develop a plan for the sustainable management of the Rialto-Colton Basin; provided that such plan is not inconsistent with Valley District's obligations under the Orange County Judgment (*Orange County Water District v. City of Chino et al.*, Superior Court of Orange County, Case No. 117628) and the Western Judgment (*Western Municipal Water District of Riverside County v. East San Bernardino County Water District*, Superior Court of Riverside County, Case No. 78426); and

b. Have the authority to require the parties (excluding Valley District) to contribute their fair share (including by applying amounts deposited in replenishment accounts described above) towards development of the plan and any projects benefiting the Rialto-Colton Basin, as defined in the basin map attached to the Settlement Agreement as Attachment A.

12. *General Provisions.*

a. By signing this Amendment, Rialto will become a party to the Settlement Agreement. Except as modified herein, all provisions of the Settlement Agreement are hereby accepted and incorporated into this Amendment including, but not limited to the Civil Code section 1542 Waiver, which states:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

b. Each Plaintiff may settle separately with the Fontana Parties and Cucamonga.

c. This Amendment may be signed in counterparts.

Dated: February 21, 2019

CITY OF RIALTO

By: _____

Deborah Robertson
Mayor

Dated: February 19, 2019

Approved As To Form:

By: _____
Fred Galante
City Attorney

Dated: February___, 2019

ATTEST:

_____
Barbara A. McGee
City Clerk

Dated: February___, 2019

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
T. Milford Harrison
Board President

Dated: February___, 2019

Approved As To Form:

By: _____
David R.E. Aladjem
Special Counsel

Dated: February___, 2019

SAN GABRIEL VALLEY WATER COMPANY

By: _____
Michael L. Whitehead
Chief Executive Officer

Dated: February___, 2019

FONTANA WATER COMPANY

By: _____
Robert W. Nicholson
President

Dated: February___, 2019

Approved As To Form:

By: _____
Fred Galante
City Attorney

Dated: February___, 2019

ATTEST:

_____
Barbara A. McGee
City Clerk

Dated: February___, 2019

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
T. Milford Harrison
Board President

Dated: February___, 2019

Approved As To Form:

By: _____
David R.E. Aladjem
Special Counsel

Dated: February 20, 2019

SAN GABRIEL VALLEY WATER COMPANY

By: M.L. Whitehead
Michael L. Whitehead
Chief Executive Officer

Dated: February 15, 2019

FONTANA WATER COMPANY

By: Robert W. Nicholson
Robert W. Nicholson
President

Dated: February___, 2019

Approved As To Form:

By: _____
Fred Galante
City Attorney

Dated: February___, 2019

ATTEST:

_____
Barbara A. McGee
City Clerk

Dated: February 21, 2019

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: Paul R Kielhold
Paul R. Kielhold
Board Vice-President

Dated: February 15, 2019

Approved As To Form:

By: _____
David R.E. Aladjem
Special Counsel

Dated: February___, 2019

SAN GABRIEL VALLEY WATER COMPANY

By: _____
Michael L. Whitehead
Chief Executive Officer

Dated: February___, 2019

FONTANA WATER COMPANY

By: _____
Robert W. Nicholson
President

Dated: February___, 2019

FONTANA UNION WATER COMPANY

By: _____
John Bosler
President

Dated: February 19, 2019

Approved As To Form:

By: _____
Frederic A. Fudacz
Nossaman LLP

Dated: February___, 2019

CUCAMONGA VALLEY WATER DISTRICT

By: _____
James V. Curatalo, Jr.
President

Dated: February 14, 2019

Approved As To Form:

By: _____
Thomas S. Bunn III
Special Counsel

WEST VALLEY AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to the Settlement Agreement dated September 12, 2018 ("**Settlement Agreement**") is entered into and effective this 7th day of February, 2019 by and among Plaintiffs and Cross-Defendants San Bernardino Valley Municipal Water District ("**Valley District**") and West Valley Water District ("**West Valley**") and Defendants and Cross-Complainants Fontana Union Water Company ("**Fontana Union**"), San Gabriel Valley Water Company, a California Corporation ("**San Gabriel**"), and Fontana Water Company, a division of San Gabriel (collectively, "**Fontana Parties**" or "**Defendants**"), and Intervenor-Defendant Cucamonga Valley Water District ("**Cucamonga**"). Each of the Parties to this Agreement is sometimes referred to as a "**Party**" and are collectively sometimes referred to as the "**Parties**."

Recitals

A. On September 12, 2018, Valley District, the Fontana Parties, and Cucamonga entered into a Settlement Agreement.

B. West Valley now wishes to join that Settlement Agreement as a Party, to settle and resolve all of its claims and cross-claims in the Litigation, and to promote the sustainable groundwater management principles set forth therein.

Agreements

In consideration of the promises, agreements and releases contained herein and for good and valuable consideration, the Parties agree as follows:

1. *Acceptance and Incorporation of Settlement Agreement*

   West Valley accepts and agrees to the Recitals, definitions, principles, and Agreements set forth in the Settlement Agreement, which are incorporated herein by reference, except for those delineations and amendments set forth in this Amendment.

2. *Amended Definitions and Recitals.*

   Recital C of the Settlement Agreement is hereby amended to include West Valley among the "Parties" and exclude it from the "Non-Settling Plaintiffs."

   Recital D of the Settlement Agreement is hereby amended to add at the end: "As for West Valley, the current operative complaint is the Third Amended Complaint filed on or about November 2, 2018.

   Recital F is hereby amended to state: "West Valley and the Non-Settling Plaintiffs separately asserted six claims alleging breach of contract and other claims arising from the 1961 Decree."

   Recital J is hereby amended to add at the end: "As for West Valley, the current operative cross-complaint is the Second Amended Verified Cross-Complaint which was filed on or about November 14, 2018, which added the 11th Cause of Action, entitled Breach of Contract – Violation of 1961 Rialto Decree by Colton, Rialto and West Valley Water District."

3. *Payment to West Valley.*

a. In full settlement of all of West Valley's claims in the Litigation, the Fontana Parties' will cause their insurer Arch Insurance Company to pay West Valley the total sum of $3 million within 30 days after full execution of this Amendment and West Valley providing a federal W-9 tax form for its designated payee.

b. In the event that Arch and the Fontana Parties reach an agreement with Rialto, before trial, that results in a payment by Arch to Rialto that exceeds $3 million, then Arch shall pay West Valley the difference between the amount paid to Rialto and the $3 million.

4. *Preliminary Injunction*

Section 3(f) of the Settlement Agreement shall be deleted and replaced with a new Section 3.1 stating:
"All extractions by the Fontana Parties within the boundaries of the 1961 Decree area shall be subject to the terms of the Preliminary Injunction issued by the San Bernardino County Superior Court on March 20, 2015, and any subsequent court orders, until the Parties agree otherwise."

5. *Release*

Section 5 of the Settlement Agreement is amended by adding the following sentence to the end of its first paragraph:
"This release on behalf of West Valley is unconditional and severable from the other provisions of the Settlement Agreement as amended herein, and this release shall remain enforceable even if other provisions of the Settlement Agreement are deemed unenforceable or invalid, so long as West Valley receives the $3 million settlement payment required above."

6. *Request for Dismissal of the Action.*

Section 10 of the Settlement Agreement is replaced with the following:
"Within five (5) business days of full execution of this Amendment, the Fontana Parties' counsel shall prepare and send to counsel for West Valley and Valley District a stipulation for dismissal with prejudice of the claims and cross-claims asserted by West Valley and the Fontana Parties against each other. Pursuant to CCP §664.6, the stipulation for dismissal shall also request that the Court retain jurisdiction over the Parties to enforce the Settlement Agreement, as amended, until performance in full of its terms, notwithstanding the above dismissals. All Parties shall promptly execute and the Fontana Parties shall promptly file with the Court the stipulation for dismissal and retention of jurisdiction."

7. *Notices.*

Section 11(q) of the Settlement Agreement is amended to add the following notice recipients for West Valley:

Clarence Mansell
General Manager
West Valley Water District
855 W. Base Line Road
Rialto, CA 92376

With a copy to:
Robert Tafoya, Esq.
Tafoya & Garcia
316 West 2d Street, Suite 1000
Los Angeles, CA 90012

8. *Groundwater Management Plan.*

Section 3(l) of the Settlement Agreement is replaced with the following: "The Parties will develop, adopt and implement a Rialto-Colton Basin sustainable groundwater management plan including, if the Parties and other public water suppliers extracting water from the Rialto-Colton Basin agree, an operating safe yield, a new index well regime, and/or other groundwater management tools (including the ability to overproduce in any year subject to replenishment), which may be included in an amended Decree."

9. *Penalties for Overpumping.*

a. In the event that any party exceeds its pumping allocation for the water year, that party shall abide by the provisions of section 3(j) of the Settlement Agreement by paying Valley District to acquire replacement water.

b. If the amount pumped in excess is greater than 10% of the party's allocation (including any future water rights acquired by lease or purchase) and the party fails to abide by the provisions of section 3(j) of the Settlement Agreement, then the party shall pay a penalty of $10,000/acre-foot for the amount over 110% of the allocation. Such penalties shall be paid into the general replenishment account managed by the Groundwater Council that is described below ("Groundwater Council").

10. *Replenishment Credit Accounts.*

Section 2 of the Settlement Agreement is modified by adding the following provisions:

h. Valley District shall establish and administer the following segregated accounts: one for the Defendants, one for West Valley, and one each for Colton and Rialto if either party settles with the Fontana Parties, and one general replenishment account.

i. Each beneficiary of these segregated accounts for the Defendants and for Colton, West Valley, and Rialto, if each settles with the Fontana Parties, shall have the option of a replenishment credit account that will be funded either: (i) in the following amounts to be paid upon the completion of the 61,000 acre-feet of replenishment per §2(c) of the Settlement Agreement: Rialto $6 million, Colton $4 million, West Valley $3 million, Defendants $3 million; or (ii) in the amount of 37.5% of the above amounts to be paid within 90 days of the

execution of this Amendment, if requested by the beneficiary within 60 days of the execution of this Amendment.

j. All of these accounts shall be administered by Valley District and shall be limited in their disbursements to projects that benefit groundwater management in the Rialto Basin, as determined by the Groundwater Council.

11. *Groundwater Council.*

Within one year of the execution of this Amendment, all parties to the Settlement Agreement will jointly establish a Groundwater Council for the Rialto-Colton Basin modeled on the Groundwater Council that has been established for the San Bernardino Basin Area and whose voting members shall be the four parties to the 1961 Decree. The Groundwater Council shall:

a. Within five years of its establishment, conduct the studies, modeling runs and other analyses that may be necessary to develop a plan for the sustainable management of the Rialto-Colton Basin; provided that such plan is not inconsistent with Valley District's obligations under the Orange County Judgment (*Orange County Water District v. City of Chino et al.*, Superior Court of Orange County, Case No. 117628) and the Western Judgment (*Western Municipal Water District of Riverside County v. East San Bernardino County Water District*, Superior Court of Riverside County, Case No. 78426); and

b. Have the authority to require the parties (excluding Valley District) to contribute their fair share (including by applying amounts deposited in replenishment accounts described above) towards development of the plan and any projects benefiting the Rialto-Colton Basin.

12. *General Provisions.*

a. By signing this Amendment, West Valley will become a party to the Settlement Agreement. Except as modified herein, all provisions of the Settlement Agreement are hereby accepted and incorporated into this Amendment.

b. Each Plaintiff may settle separately with the Fontana Parties and Cucamonga.

Dated: February 27, 2019

West Valley Water District

By: _____
Dr. Michael Taylor
President

Approved As To Form:

Dated: February___, 2019

By: _____
Robert Tafoya
General Counsel

Dated: February___, 2019

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
T. Milford Harrison
Board President

Dated: February___, 2019

Approved As To Form:

By: _____
David R.E. Aladjem
Special Counsel

Dated: February 20, 2019

SAN GABRIEL VALLEY WATER COMPANY

By: M.Z. Whitehead
Michael L. Whitehead
Chief Executive Officer

Dated: February 15, 2019

FONTANA WATER COMPANY

By: Robert W. Nicholson
Robert W. Nicholson
President

Dated: February___, 2019

FONTANA UNION WATER COMPANY

By: _____
John Bosler
President

Dated: February___, 2019

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
T. Milford Harrison
Board President

Dated: February___, 2019

Approved As To Form:

By: _____
David R.E. Aladjem
Special Counsel

Dated: February___, 2019

SAN GABRIEL VALLEY WATER COMPANY

By: _____
Michael L. Whitehead
Chief Executive Officer

Dated: February___, 2019

FONTANA WATER COMPANY

By: _____
Robert W. Nicholson
President

Dated: February___, 2019

FONTANA UNION WATER COMPANY

By: John Bosler
John Bosler
President

Dated: February 21, 2019

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: Paul R Kielhold
Paul R. Kielhold
Board Vice-President

Dated: February 15, 2019

Approved As To Form:

By: _____
David R.E. Aladjem
Special Counsel

Dated: February___, 2019

SAN GABRIEL VALLEY WATER COMPANY

By: _____
Michael L. Whitehead
Chief Executive Officer

Dated: February___, 2019

FONTANA WATER COMPANY

By: _____
Robert W. Nicholson
President

Dated: February___, 2019

FONTANA UNION WATER COMPANY

By: _____
John Bosler
President

Dated: February 19, 2019

Approved As To Form:

By: _____
Frederic A. Fudacz
Nossaman LLP

Dated: February ___, 2019

CUCAMONGA VALLEY WATER DISTRICT

By: _____
James V. Curatalo, Jr.
President

Dated: February 14, 2019

Approved As To Form:

By: _____
Thomas S. Bunn III
Special Counsel

Execution Copy

AGREEMENT
RELATING TO THE DIVERSION OF WATER FROM THE SANTA ANA RIVER SYSTEM AMONG WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY, SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND CITY OF RIVERSIDE

(March 20, 2007)

SBVMWD LEGAL DOCUMENT 2151

AGREEMENT
RELATING TO THE DIVERSION OF WATER
FROM THE SANTA ANA RIVER SYSTEM
AMONG
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY,
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
AND
CITY OF RIVERSIDE

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AGREEMENT
RELATING TO THE DIVERSION OF WATER
FROM THE SANTA ANA RIVER SYSTEM
AMONG
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY,
SAN BERNARDINO VALLEY MUNICPAL WATER DISTRICT
AND
CITY OF RIVERSIDE

1. **PARTIES:** This Agreement relating to the diversion of water from the Santa Ana River System ("Agreement") is entered into and effective this 20th day of March, 2007 by and among the City of Riverside ("Riverside"), San Bernardino Valley Municipal Water District ("Muni") and Western Municipal Water District of Riverside County ("Western"). Muni and Western are collectively referred to as "Muni/Western." Each party to this Agreement is referred to as a "Party" and the parties collectively are referred to as the "Parties."

2. **RECITALS:**

2.1 The Parties are interested in the efficient management of the water resources, both local and imported, available to them and desire to work cooperatively to ensure that the demands, both current and future, of all users within the Parties' respective service areas are satisfied by maximizing the yield of the local water supplies and utilizing the available imported water supplies as necessary.

2.2 The Parties were all parties to the litigation that resulted in the judgment in *Orange County Water District v. City of Chino et al.* (Orange County Superior Court No. 117628, April 17, 1969) (the "*Orange County* Judgment"). Under the terms of that judgment, each of the Parties has "full freedom to engage in any activity for water conservation or storage of storm flows above Prado Reservoir" as long as Western and the Inland Empire Utilities Agency deliver certain quantities of base flow to Orange County Water District.

2.3 The Parties are all parties to the judgment in *Western Municipal Water District et al. v. East San Bernardino County Water District et al.* (Riverside County Superior Court No. 78426, April 17, 1969) (the "*Western* Judgment"). Under the terms of that judgment,

Riverside is entitled to extract a total of 49,542 afy from the San Bernardino Basin Area ("SBBA") for export outside San Bernardino County. The *Western* Judgment also addresses Riverside's extractions in the Colton, Riverside North and Riverside South groundwater basins. Collectively, the SBBA, Colton, Riverside North and Riverside South groundwater basins are referred to as the "Groundwater Basins."

2.4 Riverside has developed groundwater resources from the Groundwater Basins and has invested significant resources to produce, treat, transport, and deliver such water. The *Western* Judgment also provides certain safeguards to ensure that all groundwater producers may, in fact, exercise the rights referenced in the immediately preceding Section, most notably a requirement that Muni and Western each replenish certain groundwater basins under certain conditions in order to maintain the safe yield of the Groundwater Basins.

2.5 The construction of the Seven Oaks Dam ("SOD") by the US Army Corps of Engineers provides the opportunity to increase the yield of the Groundwater Basins through the development of additional Santa Ana River ("SAR") water that was historically not utilized by the Parties. The *Western* Judgment defines "New Conservation" as "any increase in replenishment from natural precipitation which results from operation of works and facilities not now in existence" and contemplates that the Parties will develop additional water supplies from the implementation of water conservation efforts under the terms of the *Orange County* Judgment ("New Conservation"). The *Western* Judgment further contemplates that Western, Riverside and other so-called Plaintiff Parties under the *Western* Judgment shall have their adjusted extraction rights increased to include a proportionate share of any New Conservation, provided that each Plaintiff Party pays its proportionate share of the costs of such New Conservation.

2.6 Muni/Western have filed two water right applications with the State Water Resources Control Board that, when approved, are intended to allow the development of New Conservation from the diversion of the waters of the Santa Ana River that would

otherwise flow out of the area without being put to beneficial use. If granted in their entirety, these applications would permit the conservation of up to 200,000 afy of native (local) water from the Santa Ana River. Muni/Western have prepared an Environmental Impact Report (the "Muni/Western EIR") that analyzes the potential effects on the environment of the water rights applications and the facilities needed to place water diverted from the Santa Ana River to reasonable and beneficial use (the "Project"). Riverside provided comments to the draft version of the Muni/Western EIR.

2.7 The Parties agree that the Project, as identified in the EIR, has the potential to: a) increase water supply reliability by reducing dependence on imported water; b) develop and deliver a new, local, high quality, long-term water supply that is needed to meet a portion of the anticipated future demands in their service areas; c) expand operational flexibility by adding infrastructure and varying sources of water, thereby providing the Parties greater capability to meet future water demands; and d) reduce the threat of liquefaction induced damages caused by a combination of high groundwater and earthquake activity.

2.8 Further, the Parties recognize that Muni/Western's proposed diversion of water to satisfy the Project's objectives listed above may have adverse effects on Riverside's water resources in the Groundwater Basins.

2.9 Muni/Western desire to mitigate impacts that may be caused by the Project to Riverside's water resources while also allowing for the maximum diversion of water by Muni/Western from the SAR and avoiding conditions of high groundwater that create a risk of liquefaction in the Pressure Zone of the SBBA groundwater basin and other groundwater basins. This will be accomplished through the development and implementation of a cooperative program as a part of the Integrated Regional Groundwater Management Plan for the Upper Santa Ana River Watershed, which plan is currently being renamed to reference water management generally and will hereinafter be referred to as the Integrated Regional Water Management Plan for the Upper Santa Ana River Watershed ("IRWMP").

2.10 Riverside has submitted an application and a petition to the State Water Resources Control Board to change the point of discharge, place of use, and purpose of use for its treated wastewater effluent from the SAR. Riverside has prepared a Program EIR (PEIR) for a Recycled Water Program.

2.11 The Parties wish to memorialize their understandings by means of this Agreement.

3. **AGREEMENT:** The Parties agree as follows:

3.1 State Water Resources Control Board ("SWRCB") Process.

3.1.1 Riverside will support Muni/Western's applications before the SWRCB, the California Department of Fish and Game ("DFG"), the U.S. Fish and Wildlife Service ("USFWS"), the U.S. Army Corps of Engineers, the Santa Ana Regional Water Quality Control Board, the "Local Sponsors" (San Bernardino County Flood Control District, Riverside County Flood Control and Water Conservation District and Orange County Flood Control District), and the U.S. Forest Service ("USFS").

3.1.2 Muni/Western will support Riverside's application and petition before the SWRCB, DFG, USFWS, USFS and the Santa Ana Regional Water Quality Control Board.

3.1.3 Each Party shall cooperate with the other Parties to the extent consistent with its own interests in connection with securing the water rights sought by the other Parties through the SAR water right hearing(s). Except as agreed in writing by the Authorized Representatives, or as provided by any existing cost sharing arrangements between the Parties, each Party shall bear its own costs related to such cooperation.

3.2 California Environmental Quality Act (CEQA) Process.

3.2.1 Muni/Western will not challenge Riverside's PEIR for its recycled water project.

3.2.2 Riverside will not challenge the Muni/Western EIR for diversions from the Santa Ana River.

3.3 Seven Oaks Dam Water Diversions Engineering and Operations Committee. The Parties hereby establish the Seven Oaks Dam Water Diversions Engineering and Operations Committee ("EOC"), which committee shall initially be comprised of the Authorized Representatives and shall be responsible for implementing this Agreement and shall operate on a consensus basis in all matters. The EOC shall develop and implement procedures intended to (i) maintain groundwater levels at the wells specified in Exhibit A at relatively constant levels, in spite of fluctuations due to hydrologic variation, (ii) minimize such fluctuations (reduce the highs and lows in groundwater levels), (iii) provide replacement water to Riverside when water diversions from the SAR by Muni/Western reduce, or are deemed under this agreement to reduce, recharge into the SBBA and Riverside North Basin, as provided pursuant to Sections 3.8.4 and 3.9, and (iv) develop recommendations to the *Western* Judgment Watermaster regarding the classification of the diverted SAR water as either New Conservation or existing safe yield of the SBBA.

3.4 EOC Procedures. The Authorized Representatives shall meet no later than six (6) months subsequent to approval of Muni/Western SAR water right applications by SWRCB to develop the initial EOC procedures in accordance with the provisions of this Agreement. The Authorized Representatives shall initiate a review of the procedures referred to in Section 3.3 of this Agreement no later than October 1 of each year during the term of this Agreement and, as may be necessary, shall revise such procedures by the following January 31. The EOC may hold such additional meetings during each water year (October 1 to September 30) as may be necessary to update the procedures to reflect changing conditions.

3.5 Real-Time Implementation of Agreement Objectives. The EOC shall meet on a regular basis, as needed, to effectively operate, on a real-time basis, a program to achieve the objectives of Section 3.3.

3.6 Accumulated Basin Replenishment Credits. Unless otherwise agreed by the Authorized Representatives, Muni/Western shall not use basin replenishment credits

accumulated under the *Western* Judgment to meet its recharge obligations under this Agreement.

3.7 Remedies. In the event that the Parties disagree regarding the implementation of Sections 3.3 through 3.9 of this Agreement, the decision shall be made by a registered professional engineer acceptable to all Parties using, to the extent practicable, the procedures set forth in Section 10 below, provided that the fact of such disagreement shall not limit Muni/Western's ability to divert water from the SAR or to implement the terms of any arrangement for the banking or exchange of SAR water, nor limit any Parties' ability to concurrently use the dispute resolution process of Section 10 for such disagreement.

3.8 Thresholds of Groundwater Levels of Significance and Mitigation Measures for SBBA. The following thresholds of groundwater levels of significance and mitigation measures in the SBBA shall be monitored and maintained as provided by EOC procedures:

3.8.1 *Outside the Pressure Zone* – A reduction in groundwater levels outside the Pressure Zone is significant if the analysis in the Muni/Western EIR, using the integrated surface water and groundwater model developed by Muni/Western (the USGS/Geoscience/Secor model of the Bunker Hill Groundwater Basin) and annual field verifications, predicts that the Project would reduce static groundwater levels at one or more index wells listed in Exhibit A, on average, by more than 10.0 feet during a repetition of the 39-year base hydrology (1962-2000), as compared to static water levels in the absence of the Project. "Annual field verifications" shall mean a comparison of actual groundwater levels to computer model generated predictions. To avoid a significant effect on the groundwater levels at one or more index wells located outside the pressure zone, Muni/Western shall commence spreading water from its SAR water made available pursuant to a SWRCB permit or license or from the Reserve Account defined in Section 3.8.4 within one (1) calendar year and shall spread either such SAR water or Reserve Account water sufficient to maintain static groundwater levels at the affected index wells to

reduce this project impact to less-than-significant level by no later than the end of the following calendar year, unless otherwise agreed to by the Authorized Representatives.

3.8.2 *Within the Pressure Zone* – If the average of the 12-month rolling averages of the static groundwater level measurements for the USGS/MUNI Backyard Wells D4, D5, and D6 (SWNs 1S/4W-22D4,5,6 USGS Station Numbers 340439117173904,5,6) is 50 feet below ground surface (bgs) or greater, then Muni/Western shall spread water from its SAR water made available under a SWRCB permit or license or from the Reserve Account defined in Section 3.8.4, until such averages are less than 50 feet bgs. When required, Muni/Western shall commence spreading its SAR water made available under a SWRCB permit or license or from Reserve Account water within one (1) calendar year and shall complete such spreading no later than the end of the following calendar year, unless otherwise agreed to by the Authorized Representatives.

3.8.3 *Index Well Change* - It is the understanding of the Parties that the wells used to determine whether Muni/Western shall spread water may be changed by written agreement of the Authorized Representatives. It is further understood by the Parties that the IRWMP process may conclude that it would be beneficial for Muni/Western to spread, or not spread, water based on other factors in addition to the water levels in Index Wells identified in this Agreement and that the Authorized Representatives shall take such conclusions into consideration when determining if a well change is appropriate.

3.8.4 *Reserve Account* – The Reserve Account identified in Sections 3.8.1 and 3.8.2 shall be established as 38% of the total volume of water diverted by Muni/Western from the SAR pursuant to a SWRCB permit or license. Such SAR water diverted by Muni/Western and recharged in the SBBA, either directly or through an exchange, shall be subtracted from the Reserve Account balance. SAR water directly delivered may be similarly credited, if such credit is deemed appropriate by the EOC. Any credits established through the recharge of more than 38% of the water diverted by Muni/Western shall expire

from the Reserve Account after five years if not used. This method of calculating the Reserve Account water, 38% of total volume diverted by Muni/Western, will remain in effect for 12 months after the first diversion of SAR water is made by Muni/Western, unless the Parties mutually agree to an extension. During this time, the EOC defined in Section 3.3 will evaluate the available hydrology and recharge data for the SAR and SBBA to determine if a modification to the 38% recharge factor is appropriate.

3.8.5 *Water Quality* - The Muni/Western water diversions and recharge activities in the Groundwater Basins shall be consistent with the basin water quality objectives as adopted by the Santa Ana Regional Water Quality Control Board outlined in the most recent version of the Water Quality Control Plan, or any cooperative agreement among the Santa Ana Regional Water Quality Control Board and agencies recharging water in the Santa Ana River Watershed.

3.9 Potential Reduced Recharge and Mitigation Measures for Riverside North Basin. The Parties agree that, under certain circumstances, water diversions from the SAR could cause reduced recharge from surface water or groundwater, or both, into the Riverside North Basin.

3.9.1 *Replacement Water Volume Calculation* - To alleviate this impact, Muni/Western agree to provide replacement water to Riverside, in the Riverside North Basin using daily flow data from the USGS E Street Gage 11059300 and by visual inspection at the following bridges over the Santa Ana River: E Street Bridge and Mt. Vernon Bridge.

3.9.1.1 The daily amount of reduced recharge shall be calculated using the following table:

Is there visible flow in the SAR at E Street Bridge (using the USGS Gage > 0)?	**Is there "Bank to Bank" Flow in the SAR at Mt. Vernon Bridge?**	**Muni/Western Diversion Amount, cfs**	**Reduced Recharge Amount, cfs**
No	No	Less than 37 cfs	None

No	No	Greater than 37 cfs	6% of Muni/Western diversion less 37 cfs
Yes	No	Greater than zero	6% of total Muni/Western diversion
Yes	Yes	Greater than zero	None

3.9.1.2 The Muni/Western replacement obligation (total amount of reduced recharge) shall be equal to the summation of all of the daily calculations of reduced recharge for the diversion season.

3.9.1.3 A new calculation method for the Muni/Western recharge obligation in the Riverside North Basin may be developed and used in the future by agreement of the Authorized Representatives.

3.9.1.4 The Muni/Western replacement obligation shall be recorded in a "Riverside North Basin Recharge Account." Said account shall be administered by the Authorized Representatives in accord with the terms of this Agreement.

3.9.1.5 The Authorized Representatives may reduce the Muni/Western replacement obligation based on high groundwater or other special conditions within the Riverside North Basin.

3.9.1.6 The calculation of reduced recharge to the Riverside North Basin shall be made by Muni/Western at the end of the "diversion season", (September 30th) of each year.

3.9.2 *Replacement Water Delivery Timeline* - The Muni/Western replacement obligation shall be delivered within five years of the Muni/Western diversions which incurred the obligation. However, Muni/Western will use reasonable efforts to satisfy the Muni/Western replacement obligation within one (1) year of incurring the obligation.

3.9.3 *Recharge Locations* - Muni/Western will determine the most cost effective means of meeting their replacement obligation under this Agreement and will consult with groundwater producers in the Riverside North Basin and look for opportunities

to cooperate with others to develop multiple-use recharge facilities. Any Muni/Western recharge obligation under this Agreement is anticipated to be satisfied using one or both of the alternatives in Section 3.9.3.1 and 3.9.3.2. However, the choice of such alternative is contingent upon the parties complying with all environmental laws arising out of or in connection with such recharge. The term "environmental laws" shall include, without limitation, the California Environmental Quality Act and all other applicable state and federal environmental laws. The parties also acknowledge that other alternatives may be identified and considered, and that by entering into the Agreement no selection has been made of any alternative:

3.9.3.1 In-stream recharge in the SAR bed between Riverside's Meeks #1 Well and Flume #6 Well at no cost to Riverside.

3.9.3.2 Off-stream recharge in available properties on either side of the SAR in between Riverside's Meeks #1 Well and Flume #6 Well. The Parties may jointly pursue the development of the diversion and recharge facilities on an agreed upon cost allocation based on benefits from the project. Unless otherwise agreed by the Parties, Riverside's portion of the funding will include any land they own which is used for the project. Riverside shall retain ownership of the land and be given ownership of any project improvements on the land. Riverside will also operate and maintain the project. Any storm water captured by any joint project shall be credited toward the Muni/Western recharge obligation under the Riverside North Basin Recharge Account. Riverside has no obligation, but will make reasonable efforts, to develop and/or fund such recharge facilities. Muni/Western agree to fully cooperate with any application to or before the SWRCB made by Riverside, Muni and/or Western for diversion of water to such recharge facilities.

3.9.4 *In Lieu Delivery* - If Muni/Western cannot deliver the total volume of replacement water required per Section 3.9.1 due to water supply shortages or other circumstances, Muni/Western shall satisfy and discharge that obligation by means of the

direct delivery of a quantity of water to Riverside equal to and in lieu of recharging additional water in the Riverside North Basin. Said in lieu delivery shall not exceed 71.51% of the Muni/Western replacement obligation for any given year and shall be delivered by one, or more, of the following options. Such option shall be exercised at the sole discretion of Riverside. Muni/Western shall make such in lieu deliveries to Riverside in a manner that is acceptable to all Parties, which may include the following:

3.9.4.1 A recommendation by Muni/Western to the *Western* Watermaster that Riverside be allowed to increase its extractions from the Bunker Hill Basin to an amount greater than Riverside's export rights under the *Western* Judgment for the subsequent water year, provided that such additional extractions do not create an additional replenishment obligation, as defined in the *Western* Judgment, on the part of Muni. This option shall only satisfy and discharge Muni/Western's replacement water obligation if the *Western* Watermaster and, if appropriate, the Superior Court of Riverside County, determine that such additional extractions are permitted under the terms of the *Western* Judgment.

3.9.4.2 The delivery of treated, potable water to Riverside at the Metropolitan Water District's ("MWD") Henry J. Mills Water Treatment Plant with Riverside paying Muni/Western an amount equal to the sum of: (i) the MWD Treated Water Surcharge, as set forth in MWD's then-current rate schedules, and (ii) Riverside's avoided pumping costs. The avoided pumping costs will be equal to Riverside's average cost to produce water from the Riverside North Basin wells identified on Exhibit B for the previous twenty-four (24) month period.

3.9.4.3 The delivery of water by Muni/Western to the Rice-Thorne pipeline from the Baseline Feeder South Pipeline at no cost to Riverside.

3.9.4.4 The remaining 28.49 % must be recharged in Riverside North Basin by Muni/Western as soon as practicable.

3.9.4.5 If Muni/Western delivers in lieu water to Riverside as provided for in this Section 3.9.4 during a given year, Riverside's maximum entitlement to pump from the Riverside North Basin during such year shall be reduced by an amount equal to the amount actually pumped in excess of Riverside's Bunker Hill Basin export rights under the *Western* Judgment or otherwise delivered to Riverside.

3.10 *CEQA Compliance.* The Parties agree that they intend to implement the provisions of Sections 3.3 to 3.10 of this Agreement through either: (i) the use of existing water rights and water extraction, conveyance, storage and distribution facilities, within the existing physical, legal and institutional limits pertaining to such rights and facilities; or (ii) the use of the water rights and physical facilities that comprise the Project, which are described in the Muni/Western EIR, within the limits identified in the Muni/Western EIR. If the Parties determine that additional water rights, institutional arrangements, banking or exchange agreements, or physical facilities are necessary to implement this Agreement, the Parties will undertake such subsequent environmental review and analysis as may be required for such discretionary actions by the terms of CEQA.

4. **BANKING AND EXCHANGES:**

4.1 The Parties understand and acknowledge that they intend to bank and/or exchange substantial quantities of SAR water for water imported from the State Water Project, or other sources of imported or native water. Such banking and/or exchanges shall be conducted pursuant to a comprehensive program for water banking and/or exchanges in the San Bernardino Valley and elsewhere in Southern California that includes, but is not limited to:

4.1.1 The groundwater spreading plan described in the July 21, 2004 Settlement Agreement Relating to the Diversion of Water from the Santa Ana River System ("Seven Oaks Accord");

4.1.2 The Projects described in the Muni/Western EIR; and

4.1.3 Any exchange or banking of water that may occur pursuant to the Coordinated Operating Agreement Between The Metropolitan Water District of Southern California and San Bernardino Valley Municipal Water District, dated July 10, 2000, as amended, as attached hereto as Exhibit C (the "Coordinated Operating Agreement") and incorporated herein by this reference, including but not limited to projects undertaken pursuant to the agreement referred to as "Attachment 6" in the Coordinated Operating Agreement, incorporated herein by this reference.

4.2 Riverside agrees that it will not oppose any such banking or exchange project(s); provided, that (i) such project is implemented in a manner not inconsistent with the terms of this Agreement; (ii) such project shall not result in an unmitigated adverse impact on Riverside's sources of groundwater supply in the Groundwater Basins or Riverside's costs related to the extraction of such groundwater; and (iii) in the implementation of the Coordinated Operating Agreement, Muni shall not deliver Riverside's portion of any New Conservation, as such term is defined in the *Western* Judgment, to Western without the prior written consent of Riverside's Authorized Representative. Riverside agrees that any water delivered to Riverside, directly or in lieu, by means of such banking or exchanges projects shall be used in accordance with the SWRCB water rights permit or license obtained by Muni/Western.

5. **RIVERSIDE'S RECYCLED MUNICIPAL WASTEWATER:** Nothing in this Agreement shall be construed to regulate Riverside's use of its recycled municipal wastewater.

6. ***WESTERN* JUDGMENT PRODUCTION LIMITS:** Nothing in this Agreement should be construed to increase or diminish the groundwater production limits contained in the *Western* Judgment.

7. **WATERMASTER ACCOUNTING:** The Parties agree to use their best efforts to implement an accounting methodology under the *Western* Judgment, including any

amendments thereto, that will allow the Plaintiffs therein to utilize their full entitlement in the SBBA. Specifically, to the extent that the extractions by any Plaintiff to the *Western* Judgment are less than the limits set forth therein, such Plaintiff party shall be allowed to use such unused extractions as a credit in following years, meaning that any extractions in excess of the limits imposed by the *Western* Judgment, in future years, may be offset by such credits and the Plaintiff party shall not be deemed to be in violation of the extraction limits for the *Western* Judgment.

8. **RELATIONSHIP TO OTHER AGREEMENTS AND JUDGMENTS:** There are a number of existing judgments and agreements that impose conditions on the Parties that may have an effect on the implementation of this Agreement. The EOC procedures outlined in this Agreement shall be developed and implemented in a manner consistent with each Party's rights and obligations under existing judgments and agreements and nothing in this Agreement is intended to modify the rights or obligations of the Parties under the terms of such judgments or agreements.

9. **LIST OF EXHIBITS:** This Agreement includes and incorporates by reference the following exhibits:

9.1 Exhibit A: List and Figure of Index Wells

9.2 Exhibit B: List of Riverside North Basin Wells

9.3 Exhibit C: Coordinated Operating Agreement for Conveyance Facilities and State Water Project Between Metropolitan Water District of Southern California And San Bernardino Valley Municipal Water District, including Attachments 1-6.

9.4 Exhibit D: Sections 12 and 13 of ICSA Settlement

10. **REMEDIES.** In the event that one Party believes that another Party, for reasons other than the lack of funding or other resources, has failed to comply with its obligations under this Agreement, or to dispute a matter referred to or a decision rendered under Section 3.7 hereto, the Parties shall use the dispute resolution provisions set forth in Sections 12 and 13 of the Agreement to Develop and Adopt an Institutional Controls Groundwater Management

Program, dated January 1, 2005 (the "ICSA Settlement"), which Sections are set forth as Exhibit D and incorporated herein by reference. The Parties agree, however, that any challenge to a decision of an arbitrator as described in Section 13 of the ICSA Settlement shall be brought in the Superior Court of Riverside County, not in the United States Court for the Central District of California. The Parties also agree that the arbitrator need not have experience in groundwater contamination or environmental clean-up, as described in Section 12 of the ICSA Settlement.

11. **AUTHORIZED REPRESENTATIVES:** Each Party shall designate by written notice to the other Parties a representative who is authorized to act on its behalf in the implementation of this Agreement and with respect to those matters contained herein which are the functions and responsibilities of such Authorized Representative. Each Party may at any time change the designation of their Authorized Representative by written notice to the other Party. Such Authorized Representative shall have the authority to act for their respective Parties in all matters relating to performance of this Agreement, including any amendment of the Exhibits hereto. However, except as otherwise provided, they shall not have the authority to amend or modify any provision of this Agreement.

12. **GENERAL PROVISIONS:**

12.1 Effective Date and Term. This Agreement shall be effective on the date first written above and shall then continue until terminated by mutual consent of all Parties hereto. Sections 3.3 through 3.10 of this Agreement shall not take effect until the SWRCB issues a permit for the Western/Muni Applications.

12.2 Choice of Law. This Agreement and any dispute hereunder shall be governed by and construed in accordance with the laws, except for laws pertaining to the choice of laws, of the State of California.

12.3 No Waiver. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof

preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

12.4 Entire Agreement. This Agreement shall not be construed to amend or modify any other agreement between any of the Parties or between any Party and a non-Party, which shall remain in all respects in full force and effect. This Agreement represents the entire agreement of the Parties in connection with the subject matter hereof and may be modified only in writing agreed to by all Parties. Further, this Agreement may be executed in counterparts.

12.5 Construction and Interpretation. This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

12.6 Partial Invalidity. If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

12.7 Necessary Actions. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

12.8 Third Party Beneficiaries. This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

12.9 Authority of Signatories. The signatories hereto represent and warrant that they have been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing and, by such signature, to bind such Party to the

Agreement.

12.10 Jurisdiction and Venue. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

12.11 Notices. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to each Party to be served as follows:

To Riverside
Public Utilities Department
City of Riverside
Attn: Assistant Director – Resources
3901 Orange Street
Riverside, CA 92522

To Muni:
San Bernardino Valley Municipal Water District
1350 S. "E" Street (92408-2725)
P. O. Box 5906 (92412-5906)
San Bernardino, CA
Attn: General Manager

To Western:
Western Municipal Water District of Riverside County
450 Alessandro Boulevard
Riverside, CA 92508
Attn: General Manager

CITY OF RIVERSIDE

By: _____ Dated: 4/2, 2007.
Bradley J. Hudson
City Manager

Attest: _____
City Clerk

Approved as to form only:

By: _____
Susan Wilson
Deputy City Attorney

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____ Dated: 3/16, 2007.
Randy Van Gelder
General Manager

Approved as to form only:

By: _____
David R.E. Aladjem
Downey Brand LLP

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

By: _____ Dated: 3/14, 2007.
John V. Rossi
General Manager

Approved as to form only:

By: _____
David R.E. Aladjem
Downey Brand LLP

AGREEMENT
RELATING TO THE DIVERSION OF WATER
FROM THE SANTA ANA RIVER SYSTEM
AMONG
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
AND
CITY OF RIVERSIDE

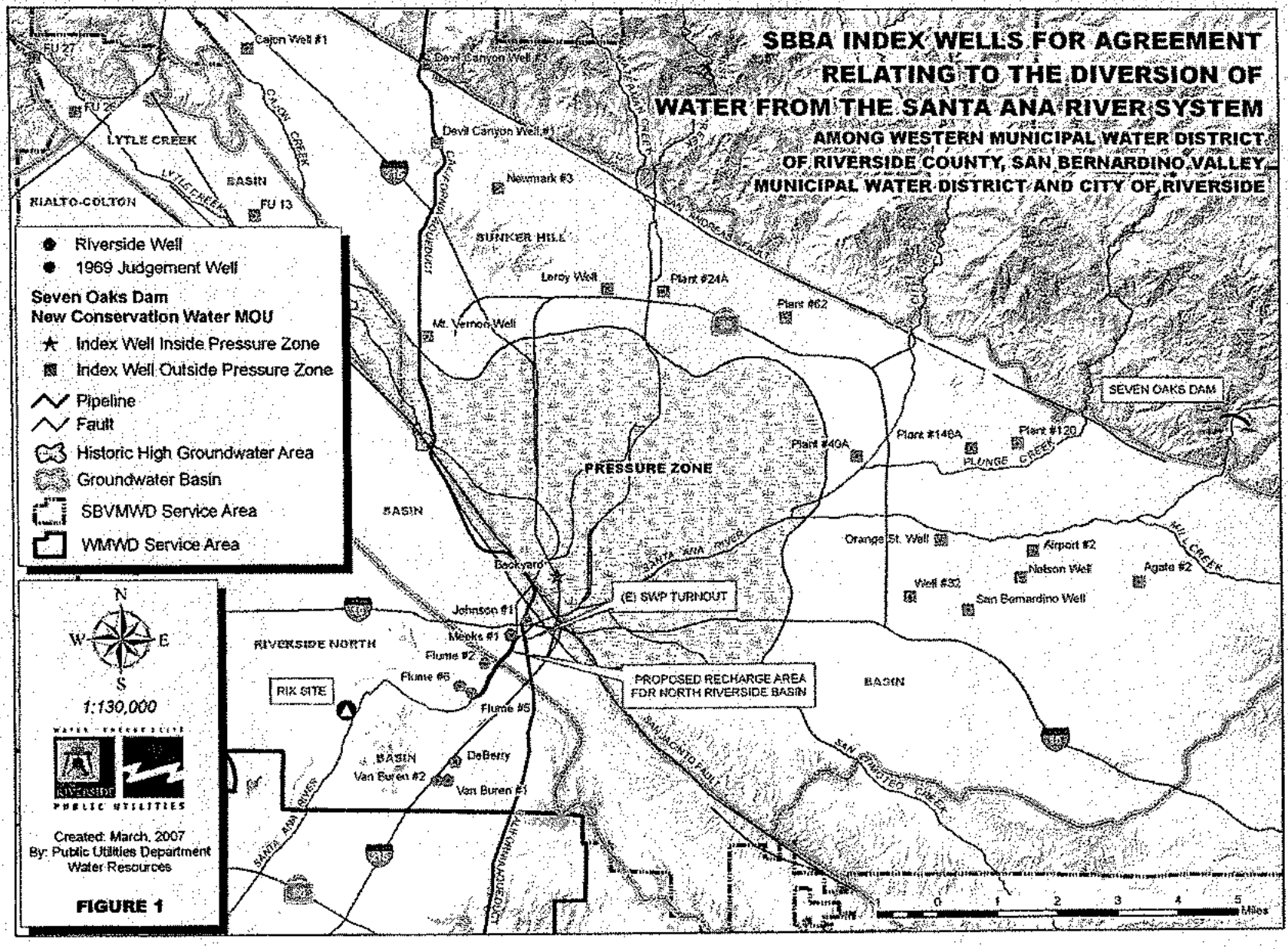
Exhibit A

SBBA INDEX WELLS

OUTSIDE PRESSURE ZONE:
Cajon Well #1
FU #13
Devil Canyon Wells #1 & #3
Newmark #3
Mt. Vernon Well
Well #7
Leroy Well
Plant #24A
Plant #62
Plant #40A
Plant #146A
Plant #120
Orange St. Well
Well #32
Airport #2
Nelson Well
San Bernardino Well
Agate #2

INSIDE PRESSURE ZONE:
USGS/Muni Backyard Well

See attached Figure 1 for locations.


SBBA INDEX WELLS FOR AGREEMENT
RELATING TO THE DIVERSION OF
WATER FROM THE SANTA ANA RIVER SYSTEM
AMONG WESTERN MUNICIPAL WATER DISTRICT
OF RIVERSIDE COUNTY, SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT AND CITY OF RIVERSIDE
Riverside Well
1969 Judgement Well
Seven Oaks Dam
New Conservation Water MOU
Index Well Inside Pressure Zone
Index Well Outside Pressure Zone
Pipeline
Fault
Historic High Groundwater Area
Groundwater Basin
SBVMWD Service Area
WMWD Service Area
N
W
E
S
1:130,000
Created: March, 2007
By: Public Utilities Department
Water Resources
FIGURE 1
Cajon Well #1
Devil Canyon Well #2
Devil Canyon Well #1
Newmark #3
Leroy Well
Plant #24A
Plant #62
Mt. Vernon Well
SEVEN OAKS DAM
Plant #40A
Plant #146A
Plant #120
PRESSURE ZONE
Orange St. Well
Airport #2
Nelson Well
Agate #2
Well #32
San Bernardino Well
Barrydale
(E) SWP TURNOUT
Johnson #1
Meeks #1
Flume #2
Flume #6
Flume #5
RIK SITE
PROPOSED RECHARGE AREA
FOR NORTH RIVERSIDE BASIN
DeBerry
Van Buren #2
Van Buren #1
LYTLE CREEK
BASIN
RIALTO-COLTON
FU 27
FU 26
FU 13
SUNKER HILL
RIVERSIDE NORTH
SAN JACINTO FAULT
SAN TIMOTEO CREEK
PLUNGE CREEK
MILL CREEK
SANTA ANA RIVER
0 1 2 3 4 5 Miles

AGREEMENT
RELATING TO THE DIVERSION OF WATER
FROM THE SANTA ANA RIVER SYSTEM
AMONG
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
AND
CITY OF RIVERSIDE

Exhibit B

RIVERSIDE NORTH BASIN WELLS

Flume Well 2

Flume Well 3

Flume Well 4

Flume Well 5

Flume Well 6

Van Buren Well 1

Van Buren Well 2

AGREEMENT
RELATING TO THE DIVERSION OF WATER
FROM THE SANTA ANA RIVER SYSTEM
AMONG
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
AND
CITY OF RIVERSIDE

Exhibit C

Coordinated Operating Agreement
Between
Metropolitan Water District of Southern California
And
San Bernardino Valley Municipal Water District

CONSERVED WATER AGREEMENT
BETWEEN
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
AND
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

Agreement made this 23rd day of MARCH, 2005, between San Bernardino Valley Municipal Water District ("Valley District") and Western Municipal Water District of Riverside County ("Western").

RECITALS

1. Valley District and Western have jointly filed two water rights applications with the State Water Resources Control Board. If granted in their entirety, these applications would permit the two districts to conserve up to 200,000 afy of native (local) water from the Santa Ana River ("Conserved Water").

2. Conserved water under this joint application is shared 72.05% to Valley District and 27.95% to Western for use within its boundaries.

3. The parties hereto anticipate that in wet years some portion of the conserved water may be delivered to The Metropolitan Water District of Southern California ("Metropolitan") in exchange for the subsequent delivery by Metropolitan of an equal quantity of water, less reasonable Metropolitan system losses, ("Exchange Water"), for use within the respective service areas of the parties. To that end, Valley District has entered into an agreement with Metropolitan entitled "Attachment 6" to the Coordinated Operating Agreement between Metropolitan and Valley District, dated July 10, 2000.

4. Such exchanges pursuant to the terms of Attachment 6 are anticipated to improve the water supply reliability and quality of water delivered by Metropolitan to its member agencies, and the use of local water for local needs within the respective service areas of the parties hereto.

TERMS

In consideration of the foregoing facts, it is hereby agreed as follows:

5. Western accepts the provisions of Attachment 6, subject to the terms of this Agreement.

6. In the implementation of Attachment 6, Valley District shall not deliver Western's share of Conserved Water to Metropolitan without Western's prior consent.

7. In the implementation of Attachment 6, Valley District's approval of the delivery by Metropolitan of Western's share of Exchange Water, and the time, place and manner of such delivery (including any in-lieu deliveries) shall be subject to Western's prior consent.

8. Western is an intended beneficiary of Attachment 6 as to its share of Conserved and Exchange Water, and shall be considered as a third party beneficiary of Attachment 6, and entitled to enforce all legal rights arising from such status.

ORIGINAL

9. The term of this Agreement shall be coincident with the term of Attachment 6, or any extension thereof, and is effective as of the date inserted above.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By _____
Robert L. Reiter
General Manager and Chief Engineer

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

By _____
John V. Rossi
General Manager

ATTACHMENT 6

COORDINATED EXCHANGE AGREEMENT
BETWEEN
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
AND
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

Objective

The objective of this Attachment 6 to the Coordinated Operating Agreement for Conveyance Facilities and State Water Project Supplies between The Metropolitan Water District of Southern California ("**Metropolitan**") and San Bernardino Valley Municipal Water District ("**Valley District**") dated July 10, 2000 (the "**Coordinated Operating Agreement**") is to provide an institutional arrangement for the residents of Southern California to obtain the maximum benefits from water conserved as a result of the construction and operation of Seven Oaks Dam and Reservoir. Valley District and Metropolitan are each sometimes referred to below as a "**Party**" and are sometimes collectively referred to below as the "**Parties.**"

Recitals

A. Valley District, in conjunction with Western Municipal Water District of Riverside County ("**Western**"), has filed two water right applications with the State Water Resources Control Board. If granted in their entirety, these applications would permit Valley District and Western to conserve up to 200,000 afy of native (local) water from the Santa Ana River.

B. Valley District anticipates that, in wet years, it will deliver some portion of the water that is conserved from the Santa Ana River pursuant to the water right applications to Metropolitan in exchange for the subsequent delivery to Valley District of an equal quantity of water by Metropolitan, less reasonable Metropolitan system losses.

C. Such an exchange of conserved native Santa Ana River water for water from the State Water Project or other sources available to Metropolitan is anticipated to improve water supply reliability and the quality of water delivered to Metropolitan and its member agencies and is

anticipated to improve water supply reliability and the use of local water for local needs within Valley District's service area.

D. Valley District intends to work cooperatively with the Watermaster Committee to determine the quantities of Conserved Water and Exchange Water, as defined below, delivered by or to Valley District pursuant to this Attachment 6. Valley District intends that the Watermaster Committee confirm, on an annual basis, that such quantities of Conserved Water and Exchange Water constitute "new conservation" as that term is defined in the Judgment pursuant to County of Riverside Superior Court Case 78426.

Terms

a. *Term.*

This Attachment 6 shall have a term identical to the Coordinated Operating Agreement.

2. *Exchange of Water.* Pursuant to paragraphs 1 and 3 of the Coordinated Operating Agreement and paragraph 10.2 of Attachment 2 to the Coordinated Operating Agreement, Metropolitan and Valley District agree to take the following actions:

a. If the water conserved from the Santa Ana River pursuant to the foregoing water right applications ("**Conserved Water**") exceeds the immediate demand for such water within Valley District's service area for direct delivery or groundwater recharge and there is capacity available in Metropolitan's facilities to accept all or a portion of the Conserved Water directly, on an in-lieu basis, or via an exchange, for delivery to Metropolitan, Valley District may request that Metropolitan accept into Metropolitan's facilities all or a portion of the Conserved Water on mutually agreeable terms, conditions and locations. Absent other agreement of the Parties, Conserved Water will be delivered to Metropolitan at the Inland Feeder. Valley District shall consult with Metropolitan regarding the delivery of the Conserved Water on a real-time basis and, each October 1 shall prepare an operations plan for the delivery of Conserved Water, which plan shall be updated each April 1 to reflect precipitation, runoff and other relevant factors. The operations plan shall

be subject to approval by Metropolitan, however, Metropolitan agrees to exercise its best efforts to accept the Conserved Water into its facilities to the extent that Metropolitan, in its sole discretion, determines that (1) sufficient capacity is available within Metropolitan's facilities to accept the Conserved Water and (2) that the Conserved Water is of adequate quality for Metropolitan's purposes. The Conserved Water will be delivered to Metropolitan for beneficial uses within Metropolitan's service area in quantities that will not exceed 200,000 afy.

b. Metropolitan shall, after consultation with Valley District, deliver to Valley a substitute quantity of water obtained by Metropolitan from the State Water Project ("**Exchange Water**") equal in quantity to the Conserved Water delivered to Metropolitan pursuant to paragraph 2(a) above, less reasonable Metropolitan system losses as determined by Metropolitan. Exchange Water shall be delivered to Valley District as promptly as practicable at times, locations and in manners mutually agreeable to Valley District and Metropolitan. Absent other agreement of the Parties, Exchange Water will be delivered by Metropolitan to Valley District at the Devil Canyon Afterbay. Exchange Water will be delivered to Valley District for beneficial uses in quantities that will not exceed 200,000 afy.

c. The Parties agree that they may benefit from this Attachment 6 by virtue of increased water supply reliability and improved water quality. Accordingly, neither Party shall pay the other for services provided under this Attachment 6.

3. *Disputes.* The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Attachment 6. The Parties agree that they will attempt to resolve disputes in an amicable fashion without the need for litigation.

4. *General Provisions.*

a. *Authority.* Each signatory of this Attachment 6 represents that s/he is authorized to execute this Attachment 6 on behalf of the Party for which s/he signs. Each

Party represents that it has legal authority to enter into this Attachment 6 and to perform all obligations under this Attachment 6.

b. *Amendment.* This Attachment 6 may be amended or modified only by a written instrument executed by each of the Parties to this Attachment 6.

c. *Partial Invalidity.* If, after the date of execution of this Attachment 6, any provision of this Attachment 6 is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Attachment 6, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

d. *Incorporation by Reference.* The provisions of paragraph 15 of Attachment 2 are hereby incorporated herein by reference as if set forth in full and shall apply to the Parties' performance of the terms of this Attachment 6.

Dated: December 21 2004.

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Ronald R. Gastelum
Chief Executive Officer

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

Robert L. Reiter
General Manager and Chief Engineer

ATTACHMENT 5 TO THE
COORDINATED OPERATING AGREEMENT

AGREEMENT BETWEEN
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
AND
SAN BERNARDINO VALLEY MUNCIPAL WATER DISTRICT
REGARDING FOOTHILL PUMP STATION

THIS CONTRACT, hereinafter referred to as "Agreement" is entered into as of this 21st day of December, 2004, between The Metropolitan Water District of Southern California, a public agency of the State of California (hereinafter referred to as "Metropolitan") and the San Bernardino Valley Municipal Water District, a public agency of the State of California (hereinafter referred to as "Valley District").

EXPLANATORY RECITALS

A. Metropolitan is a public agency of the State of California engaged in transporting, storing, treating and distributing water at wholesale in portions of the counties of Los Angeles, San Bernardino, Orange, Riverside, San Diego and Ventura, within the State of California.

B. Valley District is a public agency of the State of California engaged in developing, transporting, storing, treating and wholesale delivery of water in portions of the counties of San Bernardino and Riverside within the State of California.

C. The parties have previously entered into a Coordinated Operating Agreement and several subsequent attachments thereto, Attachments 1 through 4.

D. Valley District, as a State Water Project (hereinafter "SWP") contractor takes delivery of SWP water from the Devil Canyon First Afterbay by way of its Foothill Pipeline, which has a capacity of 290 cubic feet per second (hereinafter "cfs"), and extends east from the Devil Canyon Afterbay approximately 17 miles. The Foothill Pipeline connects to other

facilities of the East Branch Extension of the State Water Project, which delivers water to the San Gorgonio Pass area of Riverside County.

E. Metropolitan, also an SWP contractor, is constructing a water conveyance system known as the Inland Feeder, which will take water from the Devil Canyon Second afterbay and deliver it into Metropolitan's service territory. The 144-inch inside diameter Inland Feeder has been fully constructed to a point just north of the Santa Ana River, where it is in close proximity to Valley District's Foothill Pipeline. The remainder of Metropolitan's Inland Feeder, to the north and west is still under construction.

F. In accordance with previous understandings reached between the parties, Metropolitan constructed a 78-inch inside diameter intertie pipeline to connect the Foothill Pipeline with the Inland Feeder, known as the Cone Camp Intertie.

G. Since December 2003, Metropolitan has taken water from the Foothill Pipeline through the Cone Camp Intertie and delivered it into the Inland Feeder at flows up to 240 cfs, as capacity was available. Valley District was compensated for the water delivered to Metropolitan from Valley District's Table A amounts at the rate provided for in Attachment 2 to the Coordinated Operating Agreement.

H. Currently, when more than 80 cfs is diverted from the Foothill Pipeline to the Cone Camp Intertie, there is insufficient head in the Foothill Pipeline to meet the minimum hydraulic gradient requirements at Greenspot Pump Station (easterly of the Foothill Pump Station) and therefore, insufficient head to meet Valley District demands downstream of the Greenspot Pump Station.

I. Pursuant to previous understandings reached between the parties, the Foothill Pump Station has been designed and constructed adjacent to the Foothill Pipeline and Cone

Camp Intertie to increase the hydraulic grade line at the Greenspot Pump Station to enable Valley District to meet demands downstream in the Foothill Pipeline when water is being delivered into the Cone Camp Intertie. The Foothill Pump Station includes eight 300-horsepower horizontal pumps with adjustable (variable) frequency drives. Use of the Foothill Pump Station is only needed to meet downstream demands if and when Metropolitan is taking water through the Cone Camp Intertie.

J. The purpose of this Attachment 5 is to provide for the parties' respective responsibilities regarding: (1) the right-of-way for the Foothill Pump Station, (2) the obligation to deliver water to the Cone Camp Intertie, and (3) payment provisions for Foothill Pump Station power costs, and water delivered to Metropolitan through the Cone Camp Intertie.

TERMS OF AGREEMENT

1. Foothill Pump Station Right-of-Way. For good and valuable consideration, the receipt of which is hereby acknowledged, Metropolitan hereby grants to Valley District an exclusive license ("License") to the use of a portion of the parcel of land owned by Metropolitan on which the Foothill Pump Station has been constructed (the "Property") for the operation, maintenance, repair and replacement of the Foothill Pump Station and related facilities located on the Property, which right shall include, without limitation, the right to construct, maintain, repair and replace a fence around the perimeter of the Property and to control all ingress and egress to and from the Property. The Property is more fully described in Exhibits A and B, which are attached hereto and incorporated herein by this reference.

a. The License shall be irrevocable and non-terminable for a term of ten (10) years commencing on January 1, 2005 and terminating on December 31, 2014. The License shall thereafter automatically be renewed on an annual basis, unless, at least 11 months before the

expiration date for the License, as the same may be extended as provided herein, either Valley District or Metropolitan notifies the other in writing of its decision not to renew the License. Valley District shall not be required to pay to Metropolitan any additional consideration for the License.

b. Valley District and Metropolitan agree to allow reasonable access to the other's staff, employees, contractors and/or agents across the lands subject to the License and/or adjacent rights of way upon reasonable notice.

c. Valley District shall be responsible, at its own cost and expense, for the operation, maintenance, repair, rehabilitation and replacement, as necessary, of the Foothill Pump Station (including, without limitation, the repair of any damage to the Foothill Pump Station due to natural disasters such as earthquake, fire or flood) and shall also be responsible for environmental compliance associated with or relating to the operation, maintenance, repair, rehabilitation and replacement of the Foothill Pump Station.

d. Metropolitan hereby grants to Valley District the right to purchase the Property in the event of the expiration or termination of the License, at a purchase price equal to the then current fair market value (as defined under California law) for the real property (excluding improvements thereon) as determined as provided in this paragraph. In order to exercise this right to purchase, Valley District must give written notice of Valley District's intent to exercise the purchase right ("Valley District's Exercise Notice") within 30 days after the date of expiration or termination of the License. Metropolitan and Valley District shall, within 30 business days after receipt of Valley District's Exercise Notice, mutually determine the fair market value of the Property or a process for making that determination using their good faith judgment. In the event that Metropolitan and Valley District cannot agree upon the fair market

value of the Property or such a process within said 30 day period, either party shall have the right to submit the determination of the fair market value of the Property to neutral binding arbitration: (i) administered by the American Arbitration Association under its commercial arbitration rules, or (ii) conducted according to such other arbitration procedures as may be mutually agreed upon in writing by Valley District and Metropolitan. The License shall remain in full force and effect until the purchase is completed. Metropolitan and Valley District agree to execute any additional instructions and documents as are normal and usual for the sale of real property.

2. Water Deliveries to Cone Camp Intertie. During the term of this Agreement, Valley District agrees, upon Metropolitan's request, to deliver water using any unused capacity in the Foothill Pipeline into Metropolitan's Cone Camp Intertie. Unused capacity is defined as the design capacity (approximately 290 cfs) for the Foothill Pipeline less; (i) demand within Valley District's existing service area, and (ii) the demand in San Gorgonio Pass Water Agency's service area, not to exceed San Gorgonio Pass Water Agency's SWP contract capacity, or 32 cfs. For purposes of this Agreement, the term "demand" includes both the direct delivery of water by Valley District to other water purveyors for immediate use within Valley District's service area and the delivery of water to various facilities for the recharge of groundwater basins within Valley District's service area.

3. Payment for Water and Foothill Pump Station Power Costs. Metropolitan shall pay Valley District for water purchased by Metropolitan from Valley District and for power costs at the Foothill Pump Station associated with the delivery of water to Metropolitan's Cone Camp Intertie as follows:

a. Metropolitan shall, as it has in the past, pay to Valley District the rate as provided by Attachment 2 to the Coordinated Operating Agreement for all water purchased from the

Valley District and delivered through the Foothill Pipeline into Metropolitan's Cone Camp Intertie. Costs for water purchased shall be invoiced to Metropolitan no more frequently than monthly. Payment shall be due to Valley District within 60 days of receipt of invoice.

b. Metropolitan shall pay to Valley District all additional power costs for the Foothill Pump Station required to deliver water through the unused capacity in the Foothill Pipeline to Metropolitan's Cone Camp Intertie. The additional power costs for which Metropolitan is responsible shall be calculated by multiplying the power rate in dollars per acre foot at Foothill Pump Station when the water was delivered to Metropolitan times either; (i) the capacity of the Foothill Pipeline less Valley District demands upstream of the Foothill Pump Station and the flow through the Foothill Pump Station, or (ii) flow through the Foothill Pump Station, whichever is less, times the actual power rate at the Foothill Pump Station when the water was delivered to Metropolitan. For purposes of this paragraph the power rate shall be based upon a the monthly power consumption at the Foothill Pump Station divided by the acre feet of water pumped by the Foothill Pump Station during that month. When water is not delivered to Metropolitan, Metropolitan shall not pay for any power costs associated with the Foothill Pump Station. Costs for power shall be invoiced to Metropolitan no more frequently than monthly. Payment shall be due to Valley District within 60 days of receipt of invoice.

4. Term.

a. This Agreement shall be non-terminable for 10 years from the date hereinabove first written and after 10 years, the term of this Agreement shall be coincidental with the term of the Coordinated Operating Agreement and any attachments thereto.

b. Paragraph 5 of the Coordinated Operating Agreement shall be modified to read as follows:

"5. This Agreement shall remain in force for a period ending December 31, 2014, with the expectation that a definitive agreement with a minimum term of twenty years will be entered into by the parties."

5. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United State Postal Service and addressed to the contracting parties as follows:

If to Metropolitan:

The Metropolitan Water District of Southern California
P. O. Box 54153
Los Angeles, CA 90054-0153
Attention: Ms. Debra Man

If to Valley District:

San Bernardino Valley Municipal Water District
P.O. Box 5906
San Bernardino CA 92412-5906
Attention: Mr. Robert Reiter

Either party may change the address to which notice or communication is to be sent by providing written notice to the other party.

6. Indemnification. Valley District agrees that it is solely responsible for the operation, maintenance, repair, rehabilitation and replacement of the Foothill Pump Station and hereby indemnifies and holds harmless Metropolitan and Metropolitan's directors, officers, employees and agents from any and all liabilities, injuries and/or damages, whether to the Foothill Pump Station, its employees, or to third parties, arising from Valley District's use of the Foothill Pump Station and/or the property (Exhibits A and B) subject to the License provided for by this Agreement. Said indemnification shall include all costs and attorney's fees to defend Metropolitan from any such claim or lawsuit for injury or damages. Metropolitan hereby

indemnifies and holds harmless Valley District and Valley District's directors, officers, employees and agents from any and all liabilities, injuries and/or damages, whether to the Inland Feeder or other facilities, its employees, or to third parties, arising from Metropolitan's activities. Said indemnification shall include all costs and attorney's fees to defend Valley District from any such claim or lawsuit for injury or damages.

7. Jurisdiction and Venue. This Agreement shall be deemed a contract under the jurisdiction and venue of the State of California and for all purposes shall be interpreted in accordance with such laws.

8. Alteration. It is mutually understood and agreed that this Agreement represents the complete understanding of the parties and that no oral understanding or agreement not incorporated herein shall be binding on either party. Except as provided herein, this Agreement may not be modified or altered without formal amendment in writing, signed by both parties thereto.

9. Coordinating Operating Agreement. Except to the extent required by the terms of this Agreement, both parties hereby acknowledge that they remain obligated under the terms of the Coordinating Operating Agreement and Attachments 1 through 4, thereto.

Exhibits:

A. Legal Description of Real Property Subject to the License
B. Map of Real Property Subject to the License

/
/
/
/
/
/

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the date and year hereinabove first written.

APPROVED AS TO FORM:

By: _____
Lauren R. Brainard
Senior Deputy General Counsel

Date: 12/17/04

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By: _____
Ronald R. Gastelum
Chief Executive Officer

Date: 12/17/04

APPROVED AS TO FORM:

By: _____
David R. E. Aladjem
Special Counsel

Date 12/22/04

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Robert Reiter
General Manager

Date: 12/21/04

In duplicate

O:\s\contract\MDH_Attachment 5 (Foothill Pump Station) to the Coordinated Operating Agreement 12-15-04.doc

EXHIBIT A

INFED1-27-900RL2287
Revenue Lease RL 2287
MWD to
San Bernardino Valley
Municipal Water District

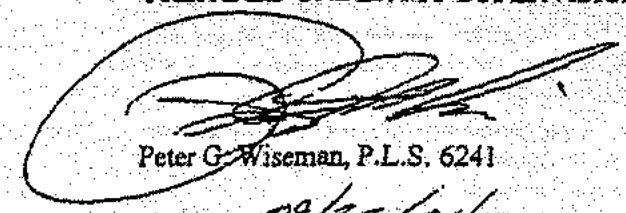
That portion of the southeast quarter (SE¼) of the southeast quarter (SE¼) of Section 1, Township 1 South, Range 3 West, San Bernardino Meridian, in the County of San Bernardino, State of California more particularly described as follows:

COMMENCING at the east quarter corner of said Section 1, marked by 2" I.P. with 3" brass disk stamped "FOR LA DISTRICT U.S. CORPS OF ENGINEERS AND COUNTY OF ORANGE BY JOHNSON-FRANK ASSOC. T1S ¼ S1 S6 LS 4215 R3W R2W 1989" as shown on Record of Survey 04-028 filed in Book 121, page 56 of Record of Surveys, in the Office of the County Recorder of said County; thence S 01° 02' 02" E 2638.77 feet to the southeast corner of said Section 1, marked by a 2-1/2" brass cap stamped "SB COUNTY T1S, R2W, S6 S7, R3W S1 S12", 12" above surface in rock and concrete mound, as shown on said Record of Survey; thence along the southerly line of said SE¼SE¼, S 87° 34' 25" W 53.78 feet to the southeast corner of a triangular shaped parcel of land conveyed to The Metropolitan Water District of Southern California by Grant Deed recorded December 06, 2001 as Document No. 20010553506 of Official Records of said County; thence along the northeasterly line of said triangular parcel of land N 34° 55' 11" W 425.66 feet; thence N 56° 34' 22" W 28.19 feet to the POINT OF BEGINNING; thence leaving said northeasterly line S 88° 44' 43" W 345.98 feet; thence N 00° 32' 52" W 108.87 feet; thence N 89° 27' 08" E 22.00 feet; thence N 00° 32' 52" W 37.00 feet; thence S 89° 27' 08" W 22.00 feet; thence N 00° 32' 52" W 148.72 feet to the southerly line of that certain Grant of Easement to the San Bernardino Valley Municipal Water District recorded June 04, 1973 in Book 8196, page 25 of Official Records of said County; thence along said southerly line S 76° 35' 24" E 106.06 feet to said northeasterly line; thence along said northeasterly line the following courses S 43° 04' 19" E 64.89 feet; thence S 40° 09' 35" E 242.65 feet; thence S 56° 34' 20" E 53.61 feet to the POINT OF BEGINNING,

All as shown on EXHIBIT "B" attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED UNDER MY SUPERVISION



Peter G. Wiseman, P.L.S. 6241

09/27/04

Date

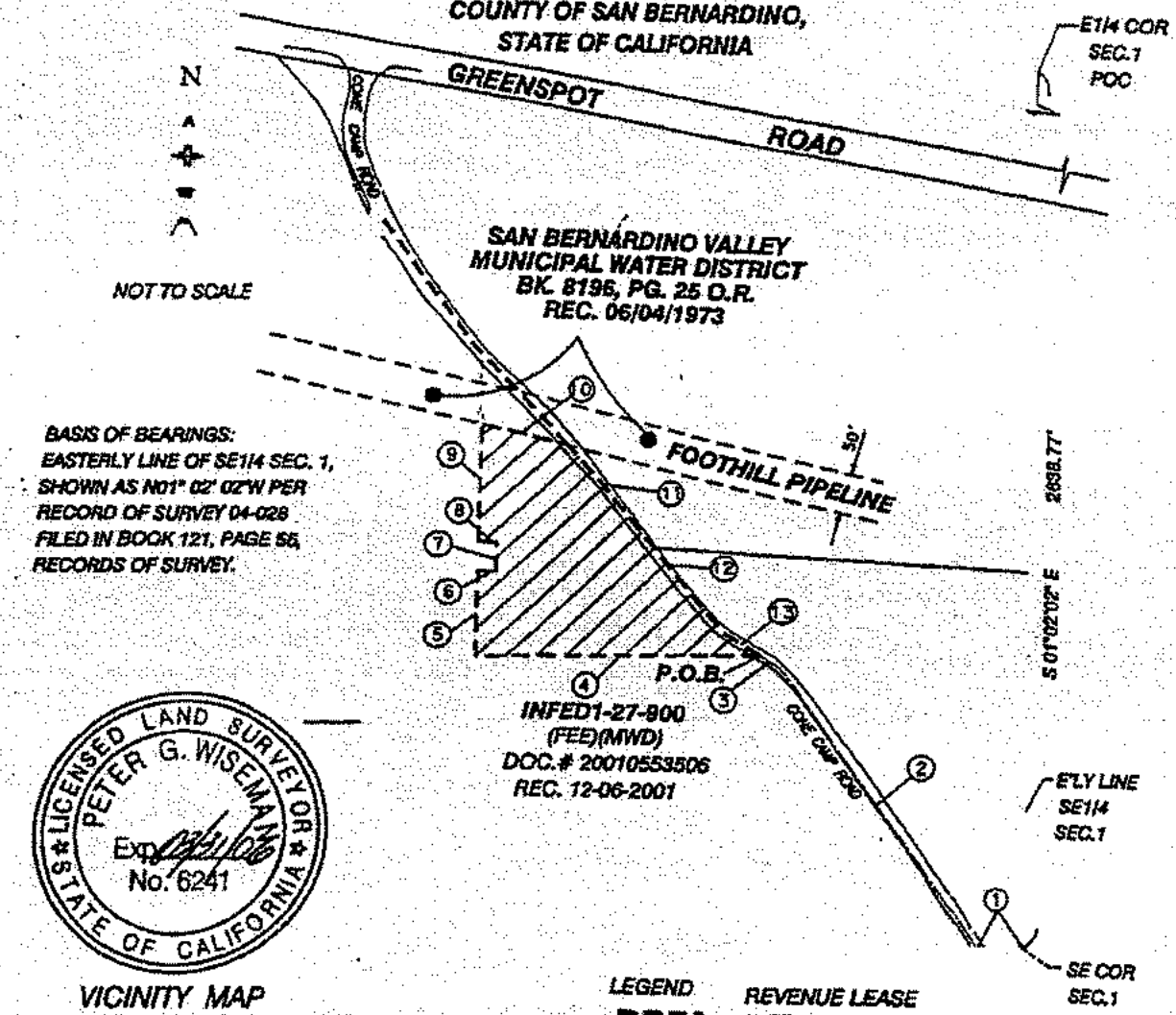


PGW\Inlandrow\legals\27\900RL2287.doc

September 22, 2004

EXHIBIT B

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION
SE1/4SE1/4 OF SEC. 1, T.1S., R.3W, S.B.M.
COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA

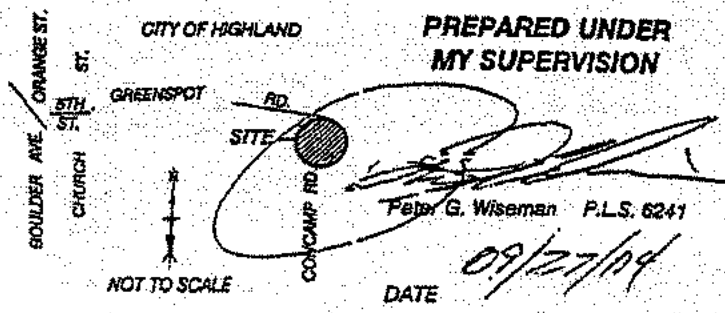


LICENSED LAND SURVEYOR
PETER G. WISEMAN
Exp. 09/30/06
No. 6241
STATE OF CALIFORNIA

VICINITY MAP

LEGEND

REVENUE LEASE
INFED1-27-900RL2287
(1.350 ACS.)



PREPARED UNDER MY SUPERVISION

Peter G. Wiseman P.L.S. 6241

09/27/04
DATE

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

INLAND FEEDER
REVENUE LEASE R.L. 2287
MWD
TO
SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT
INFED1-27-900RL2287

/inland/row/exhib/27/900rl2287.dgn

09/22/2004 PGW/MDT

EXHIBIT B

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION
SE1/4 SE1/4 OF SEC. 1, T.1S., R.3W, S.B.M.
COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA

COURSE TABLE

LINE NO.	COURSE	DIST.
1	S87°34'25"W	53.78'
2	N34°55'11"W	425.66'
3	N56°34'22"W	28.19'
4	S88°44'43"W	345.98'
5	N00°32'52"W	108.87'
6	N89°27'08"E	22.00'
7	N00°32'52"W	37.00'
8	S89°27'08"W	22.00'
9	N00°32'52"W	148.72'
10	S78°35'24"E	106.06'
11	S43°04'19"E	64.89'
12	S40°09'35"E	242.65'
13	S56°34'20"E	53.61'

LICENSED LAND SURVEYOR
PETER G. WISEMAN
Exp 06/30/06
No. 6241
STATE OF CALIFORNIA

PREPARED UNDER
MY SUPERVISION

Peter G. Wiseman P.L.S. 6241

09/27/04
DATE

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

INLAND FEEDER
REVENUE LEASE R.L. 2287
MWD
TO
SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT
INFED1-27-900RL2287

/inland/row/exhib/27/900rl2287.dgn

09/22/2004 MDT/PGW

San Bernardino Valley Municipal Water District

1350 SOUTH "E" STREET - P. O. BOX 5906 - SAN BERNARDINO, CALIFORNIA 92412-5906 -(909) 387-9200
FAX (909) 387-9247

December 27, 2004

Stephen N. Arakawa
Manager, Water Resources Management
Metropolitan Water District of Southern California
700 North Alameda Street
Los Angeles, CA 90012

Enclosed please find one fully executed original of Attachments 5 and 6 to the Coordinated Operating Agreement between The Metropolitan Water District of Southern California and San Bernardino Valley Municipal Water District.

Very truly yours,

Randy Van Gelder
Assistant General Manager

Directors and Officers

EDWARD B. KILLGORE
Division I

GEORGE A. AGUILAR
Division II

PAT MILLIGAN
Division III

MARK BULOT
Division IV

STEVE COPELAN
Division V

ROBERT L. REITER
General Manager
and Chief Engineer

AGREEMENT
RELATING TO THE DIVERSION OF WATER
FROM THE SANTA ANA RIVER SYSTEM
AMONG
WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
AND
CITY OF RIVERSIDE

Exhibit D

[Sections 12 and 13 of the ICSA Settlement]

in recitals I.D through I.K inclusive as they may exist as of the effective date of this Agreement. Further nothing in this Agreement is intended to modify or affect in any way the judgments initially referred to in recitals I.D, I.F and I.G above. This Agreement shall not be used as evidence in any water rights claim or cause of action.

12. In the event of the failure of the Parties to this Agreement to reach agreement on the ICGMP or if such an agreement has not yet been reached and there is no approved extension of the term of this Agreement, the matter shall be resolved by limited scope mediation and arbitration. The mediation and arbitration shall be conducted by JAMS (sometimes referred to as the mediation service provider), and shall be administered, to the extent practical in the San Bernardino office, or the JAMS office closest to San Bernardino. In the event, for whatever reason, JAMS is not available or lacks the necessary expertise, the parties shall first attempt to use the services of another judicially oriented service, such as IVAMS, and use the American Arbitration Association only after all other judicially based mediation and arbitration services have refused to undertake the mediation and arbitration of the dispute.

The Parties shall promptly initiate the process when they have reached an impasse with regard to any issues preventing complete agreement on the ICGMP. The process shall require the mediation of all disputes as a condition to the initiation of the arbitration process. The mediator shall be selected by mutual agreement of all of the affected Parties, and the cost of the mediator shall be borne on an equal basis by all of the Parties to this Agreement. In the event the Parties are unable to agree on a mediator, the mediation service provider shall select a mediator with civil judicial experience. The Parties shall meet and confer prior to the mediation and provide to the mediator an agreed list of matters to be resolved by the mediation. Unless all of the Parties to the mediation agree otherwise, the only matters to be discussed at the mediation are those matters

submitted to the mediator following the meet and confer meeting of the Parties. Time shall be of the essence during the process and all Parties shall cooperate to promptly complete the process.

In the event the Parties are unsuccessful in resolving any or all of the issues presented to the mediator, a limited scope arbitration shall be conducted promptly following the completion of the mediation. The mediation service provider shall provide to the arbitrating parties a list of available arbitrators. The Parties shall first attempt to agree on an arbitrator having some background or expertise in water law, groundwater contamination or environmental clean-up matters, and failing to do such the mediation service provider shall select an arbitrator with complex civil judicial experience. The scope of the arbitration shall be limited to the issues presented to the arbitrator by the parties to the arbitration. The Parties shall meet and confer prior to the arbitration and provide to the arbitrator an agreed list of issues to be resolved. The arbitrator shall be instructed that the only issues for decision are those issues presented by the arbitrating parties, and that the arbitrator shall comply with California law, unless the subject matter specifically relates to a federal issue. It is specifically agreed that any decision of an arbitrator subjecting any of the Parties directly or indirectly to the Institutional Controls Ordinance is outside the scope and authority of the arbitrator and shall be unenforceable and void. The arbitrator shall have no authority to award costs or attorneys' fees. Each Party agrees that the costs of arbitration shall be shared equally by the Parties and that each Party shall bear their own attorneys fees and preparation costs. Time shall be of the essence during the arbitration process.

The decision of the arbitrator shall be binding as to those matters presented for determination. Any matters included in the decision of the arbitrator outside the issues presented for determination, including without limitation awards of costs and attorneys fees, shall be unenforceable and not binding on the parties. In the event an arbitrator attempts to include matters

or issues outside the scope of the arbitration or any party fails to abide by the terms of this Agreement limiting the scope of the arbitration, any other party shall have the right to file an action for declaratory relief in United States Court for the Central District of California in the consolidated cases, seeking enforcement of the provisions of this Agreement limiting the scope of arbitration.

13. Defined terms that are used in this Agreement and that are also used in the Consent Decree shall have the meaning set forth in the Consent Decree. In the event that there is any inconsistency between the definition of a term in this Agreement and a definition of the same term in the Consent Decree, the definition of the term in the Consent Decree shall control.

14. Each Party shall have access to and the right to examine any of the other Party's pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Agreement. The Parties shall each retain all such books, documents, papers or other records to facilitate such review. Access to each Party's books, documents, papers and other records shall be during normal business hours only. Nothing in this paragraph shall be construed to operate as a waiver of any applicable privileges.

15. Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.

16. This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

COOPERATIVE AGREEMENT TO PROTECT WATER QUALITY AND ENCOURAGE THE CONJUNCTIVE USES OF IMPORTED WATER IN THE SANTA ANA RIVER BASIN

This Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the Santa Ana River Basin ("**Agreement**") is entered into and effective this 18 day of January, ~~2007~~ 2008 by and among the California Regional Water Quality Control Board, Santa Ana Region (the "**Regional Board**") and the entities listed in paragraph 11(n) below. The Regional Board and each of the entities listed in paragraph 11(n) below are individually referred to as a "**Party**" and are collectively referred to as the "**Parties.**"

Recitals

A. Water imported to the Santa Ana River Region, as defined in Water Code section 13200(e) (the "**Region**"), from the State Water Project, the Colorado River and other sources, and to groundwater basins within the Region from other groundwater basins within the Region, is vital to meet present and future demands for water within the Region. Such water is directly used; injected or percolated within groundwater basins; stored in a groundwater basin for later use; may be combined with or used in addition to the native groundwater supplies in a basin; may be exported/imported from one basin to another; and after consumptive use may form a portion of the wastewater that is treated, recharged and reused within the Region. Such conjunctive uses of surface water and groundwater within the Region have been contemplated by the State of California at least since the issuance of the original California Water Plan in 1957 and the adoption by the State Water Quality Control Board of Resolution No. 64-1.

B. The Regional Board is charged by statute with adopting such water quality objectives as may be required to protect the beneficial uses of water within the Region. In particular, the long-term conjunctive use of groundwater in the Region requires that the quality of water in groundwater basins in the Region be managed to meet the water quality objectives for nitrogen and total dissolved solids (collectively, the "**Salinity Objectives**") adopted by the Regional Board in the 1995 Water Quality Control Plan for the Santa Ana River Basin, as amended in 2004 by R8 2004-0001 (the "**Basin Plan**").

C. The Salinity Objectives presently included in the Basin Plan are the result of a multi-year, multi-million dollar cooperative effort among many of the Parties. The Salinity Objectives are a product of the best scientific and technical information available.

D. The Legislature has declared that the facilitation of voluntary transfers of water and water rights is the established policy of the State. The Legislature has further declared that voluntary water transfers between water users can result in a more efficient use of water and can allow more intensive use of developed water resources so as to conserve all available water resources. The Legislature has directed the Regional Board to encourage voluntary transfers of water and water rights.

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E. The Parties disagree whether the Regional Board may regulate the conjunctive uses of imported water in the Region by means of general waste discharge requirements. Some of the Parties believe the Regional Board lacks authority to regulate the conjunctive uses of water in the Region because, they contend, such water does not constitute "waste" as defined in Water Code section 13050(d); the Regional Board and other Parties believe the Regional Board has such authority.

F. To avoid costly and time-consuming litigation brought to resolve the scope of the Regional Board's authority to regulate imported water and without prejudice to the Parties' competing views on this question, the Parties wish to act cooperatively with the goal of achieving compliance with the Salinity Objectives without the necessity of general waste discharge requirements.

G. The Parties wish to memorialize the terms of their cooperative effort by means of this Agreement.

Agreements

1. *Purpose of Agreement*

This Agreement is intended to allow the Parties to monitor and improve water quality within the Santa Ana River Region in a manner that is consistent both with adopted water quality objectives and with the needs of the inhabitants of the Region for a reliable supply of water. This Agreement is limited in scope to compliance with and implementation of the Salinity Objectives.

2. *Parties*

The Regional Board or any public agency or non-profit mutual water company that imports water to the Region, exports/imports water between basins within the Region, recharges such imported water within the Region, delivers such imported water for potable use within the Region, or treats and/or recharges wastewater within the Region that includes imported water may become a Party to this Agreement.

3. *Term of Agreement*

This Agreement will have an initial term of 10 years and shall automatically renew for subsequent 10-year periods, *provided* that any Party may withdraw at any time by providing one year's written notice of withdrawal to all other Parties.

4. *Preparation of Triennial Water Quality Report*

The Parties that intentionally recharge imported water within the Santa Ana Region (the "**Recharging Parties**") agree voluntarily to collect, compile and analyze the N/TDS water quality data necessary to determine whether the intentional recharge of imported water in the Region may have a significant adverse impact on compliance with the Salinity Objectives within

the Region. To that end, the Recharging Parties will collect, compile and analyze such N/TDS water quality data and prepare, within eighteen months from the effective date of this Agreement and every three years thereafter, a report containing the following information:

a. A summary of the then-current ambient water quality in each groundwater management zone and a comparison of that ambient water quality with the Salinity Objectives. The Recharging Parties shall calculate ambient water quality for each groundwater management zone in a manner that allows for a technically valid comparison with the Salinity Objectives.

b. A summary of the amount and quality of imported water recharged in each groundwater management zone during the previous three-year period.

c. The initial report and each report prepared at six-year intervals thereafter will include a projection of ambient water quality in each groundwater management zone for the subsequent 20 years.

(1) The projection of ambient water quality for each groundwater management zone will be based upon professionally accepted modeling techniques, will reasonably account for surface fluxes of salt input, will reflect the effects of all existing and reasonably foreseeable recharge projects for which there is a certified environmental document and will compare baseline ambient water quality with the Salinity Objectives.

(2) The projections for different groundwater management zones may be based on different modeling techniques.

(3) Each report that includes a 20-year projection of ambient water quality will also present a comparison of then-current water quality in each groundwater management zone with the ambient water quality projection made six years earlier, together with an evaluation of the reason(s) for any differences.

The Recharging Parties will agree among themselves regarding the manner in which they will prepare the report and the manner in which they will share the cost of preparing the report. The Recharging Parties will circulate a draft version of each report to all other Parties for review and written comments for at least a 45-day period. The Recharging Parties shall consider written comments received on the draft report in preparing the final report. Upon completion of the final report, the Recharging Parties shall promptly lodge the final report with the Regional Board.

5. *CEQA Review of Proposed Projects*

Each Recharging Party agrees that, when it serves as a lead agency under the California Environmental Quality Act ("**CEQA**") for a proposed project involving the recharge of imported water within the Region, it will analyze that project as follows:

a. The environmental document will include the water quality data compiled in the most recent triennial report to the Regional Board (see paragraph 4 above) in the analysis of the potential impacts of the proposed project.

b. The environmental document will incorporate professionally acceptable modeling techniques. The Parties agree that the following models meet this standard:

(1) The Wildermuth models used to establish maximum benefit objectives.

(2) The Orange County Basin Groundwater Model.

(3) The USGS/Geoscience/Secor model of the Bunker Hill Groundwater Basin.

(4) The Chino Basin Watermaster/Inland Empire Utilities Agency model.

(5) The Beaumont-Cherry Valley model for the Beaumont management zone

(6) Eastern Municipal Water District's San Jacinto Groundwater Model.

(7) Elsinore Valley Municipal Water District's Elsinore Basin Groundwater Model.

(8) The USGS model of the Beaumont Basin (with MT3D package or equivalent added).

Updates/refinements of these models are presumed to be professionally acceptable.

c. A Recharging Party may base its environmental analysis on a model other than those described above if that model has been presented to the Regional Board at least 180 days prior to the release of the draft environmental document and there has been a determination by the Regional Board or its staff that the alternative model is acceptable.

(1) The Regional Board agrees that an alternative model is acceptable for purposes of this Agreement if the proponent of that model can demonstrate with reasonable certainty that the relative error of the model's calibration for the groundwater management zones in question for a reasonable base period is ± 10% or less when compared with existing groundwater data.

(2) The provisions of the immediately preceding paragraph are not to be construed to preclude other means or methodologies for an alternative model's proponent to demonstrate to the Regional Board that an alternative model is acceptable for purposes of this Agreement.

(3) If an alternative model has not been deemed acceptable by the Regional Board or its staff and a lead agency wishes to include results from that model in the environmental document, the lead agency shall include results from both the alternative model and one of the pre-approved models in the environmental document.

d. The environmental document will include the following analyses:

(1) A summary of the condition of the groundwater management zones, as reflected in the most recent triennial report to the Regional Board, that might be affected by the project.

(2) A 20-year projection of water quality in the groundwater management zone with the proposed project and a comparison of that water quality with conditions expected without the project.

(3) A comparison of the 20-year water quality projection for conditions with the proposed project with the Salinity Objectives for the groundwater management zone.

(4) A description and evaluation of any measures proposed to mitigate the potential effects of the proposed project.

e. The draft environmental document will be circulated to all Parties.

f. Each Recharging Party agrees to adopt the operative guidelines contained in this paragraph 5 as part of its CEQA implementing procedures pursuant to section 15022 of the CEQA Guidelines.

g. The environmental document shall include, if required under CEQA, an effective mitigation monitoring and reporting plan that enables the lead agency to demonstrate compliance with applicable regulatory standards and any performance standards adopted in the environmental document.

6. *Basin Planning Updates*

The Regional Board will review and, if appropriate, revise water quality objectives for the purpose of facilitating the recharge of imported water in groundwater management zones within the Region. The Parties agree to cooperate in such efforts and agree to work cooperatively to develop a program that addresses the use and allocation of assimilative capacity as part of overall Basin planning and management.

7. *Enforcement*

If the Recharging Parties fail timely to prepare the triennial report described in paragraph 4 above or if a Recharging Party fails to include the analyses described in paragraph 5 above in an environmental document prepared in connection with a proposed project involving the recharge of imported water, then any other Party may enforce the terms of this Agreement as

follows.

If the dispute relates to the triennial report on water quality, the Regional Board will hold a hearing asking the Recharging Parties to provide an explanation for the delay or failure to prepare the report. Such a hearing will precede an action for specific performance of the terms of this Agreement by the Regional Board. In the event that the dispute relates to the failure of a Party to provide the appropriate analysis in an environmental document, that dispute will be addressed by the Party(ies) using the remedies available under CEQA.

The Parties recognize that nothing in this Agreement can or is intended to divest the Regional Board of its authority under the Porter-Cologne Water Quality Control Act. Furthermore, nothing in this Agreement shall be construed as a waiver by any Party of any remedies it may have against a non-Party for interference with the implementation of this Agreement.

8. *Books and Records*

Each Party shall have access to and the right to examine any of the other Parties' pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Agreement. The Parties shall each retain all such books, documents, papers or other records for at least four years after the termination of this Agreement to facilitate such review. Access to each Party's books and records shall be during normal business hours only. Nothing in this paragraph shall be construed to operate as a waiver of any applicable privileges.

9. *No Admissions*

Nothing in this Agreement shall be construed as an admission by any Party regarding any subject matter of this Agreement, including but not limited to the authority of the Regional Board to regulate the importation of water to the Region. The Parties agree that Evidence Code sections 1152 and 1154 render this Agreement inadmissible as evidence against any of the Parties in any adjudicative proceeding, except a proceeding to enforce or interpret the terms or conditions of this Agreement.

10. *Preservation of Rights*

The Parties agree that this Agreement is in settlement of a dispute and preserves all rights of the Parties as they may exist as of the effective date of this Agreement.

11. *General Provisions*

a. *Authority.* Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.

b. *Amendments.* This Agreement may only be amended with the approval of all Parties.

c. *Jurisdiction and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of Riverside, California.

d. *Representations and Warranties.* Each representation and warranty contained herein or made pursuant hereto shall be deemed to be material and to have been relied upon and shall survive the execution, delivery and termination of this Agreement.

e. *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

f. *Successors and Assigns.* This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

g. *Advice of Counsel; Drafting by Negotiations.* This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement. Each Party represents that it has sought and obtained any legal advice it deems necessary from its own separate counsel before entering into this Agreement.

h. *Waiver.* No waiver of any violation or breach of this Agreement shall be considered to be a waiver of any other violation or breach of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

i. *Severability.* If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

j. *Compliance with Laws.* In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

k. *No Third-Party Beneficiaries.* This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

l. *Necessary Actions.* Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

m. *Counterparts.* This Agreement may be executed in one or more counterparts, which may be executed and delivered via facsimile transmission, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

n. *Notices.* All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

California Regional Water Quality Control Board
Santa Ana Region
3737 Main St., Suite 500
Riverside, CA 92501
(951) 782-4130 ph
(951) 781-6288 fax

CITY OF CORONA

City of Corona
400 S. Vicentia Avenue
Corona, CA 92882-2187
(951) 736-2239 ph
(951) 736-2231 fax

CITY OF RIVERSIDE

City of Riverside
5950 Acorn Street
Riverside, CA 92504-1036
(951) 351-6080 ph
(951) 351-6267 fax

EASTERN MUNICIPAL WATER DISTRICT

Eastern Municipal Water District
2270 Trumble Road
Perris, CA 92570
P.O. Box 8300
Perris, CA 92572-8300
(951) 928-3777 ph
(951) 928-6177 fax

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

Elsinore Valley Municipal Water District
31315 Chaney Street
Lake Elsinore, CA 92530
P.O. Box 3000
Lake Elsinore, CA 92531-3000

ORANGE COUNTY WATER DISTRICT

Orange County Water District
10500 Ellis Avenue
Fountain Valley, CA 92708-6921
P.O. Box 8300
Fountain Valley, CA 92728-8300
(714) 378-3200 ph
(714) 378-3371 fax

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

San Bernardino Valley Municipal Water District
1350 South "E" Street
San Bernardino, CA 92408-2725
P.O. Box 5906
San Bernardino, CA 92412-5906
(909) 387-9200 ph
(909) 387-9247 fax

SAN GORGONIO PASS WATER AGENCY

San Gorgonio Pass Water Agency
1210 Beaumont Avenue
Beaumont, CA 92223
(951) 845-2577 ph
(951) 845-0281 fax

WESTERN MUNICIPAL WATER DISTRICT

Western Municipal Water District
450 E. Alessandro Blvd.
Riverside, CA 92508-2449
P.O. Box 5286
Riverside, CA 92517-5286
(951) 789-5000 ph
(951) 780-3837 fax

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

By: _____
Title: Executive Officer

APPROVED AS TO FORM ONLY:

By: _____

CITY OF CORONA

By: _____
Title: CITY MANAGER
Beth Groves

APPROVED AS TO FORM ONLY:

By: _____
Best Best & Krieger, LLP
City of Corona Counsel

SAN GORGONIO PASS WATER AGENCY

San Gorgonio Pass Water Agency
1210 Beaumont Avenue
Beaumont, CA 92223
(951) 845-2577 ph
(951) 845-0281 fax

WESTERN MUNICIPAL WATER DISTRICT

Western Municipal Water District
450 E. Alessandro Blvd.
Riverside, CA 92508-2449
P.O. Box 5286
Riverside, CA 92517-5286
(951) 789-5000 ph
(951) 780-3837 fax

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

CITY OF CORONA

By:_____
Title: CITY MANAGER
Beth Groves

APPROVED AS TO FORM ONLY:

By:_____
Best Best & Krieger, LLP
City of Corona Counsel

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CITY OF RIVERSIDE

By: _____
Title:

APPROVED AS TO FORM ONLY:

By: Susan Wilson
Deputy City Attorney

Attest: _____
City Clerk

EASTERN MUNICIPAL WATER DISTRICT

By: _____
Title:

APPROVED AS TO FORM ONLY:

By: _____

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By: _____
Title:

APPROVED AS TO FORM ONLY:

By: _____

CITY OF RIVERSIDE

By:_____

Title:

APPROVED AS TO FORM ONLY:

By:_____

EASTERN MUNICIPAL WATER DISTRICT

By:_____

Title: General Manager

APPROVED AS TO FORM ONLY:

By:_____

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By:_____

Title:

APPROVED AS TO FORM ONLY:

By:_____

CITY OF RIVERSIDE

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

EASTERN MUNICIPAL WATER DISTRICT

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By:_____
Title: General Manager

APPROVED AS TO FORM ONLY:

By:_____

ORANGE COUNTY WATER DISTRICT

By: _____
Title: President

By: _____
Title: Acting General Manager

APPROVED AS TO FORM ONLY:

By: _____

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Title:

APPROVED AS TO FORM ONLY:

By: _____

SAN GORGONIO PASS WATER AGENCY

By: _____
Title:

APPROVED AS TO FORM ONLY:

By: _____

ORANGE COUNTY WATER DISTRICT

By:_____

Title:

APPROVED AS TO FORM ONLY:

By:_____

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By:_____

Title: President

APPROVED AS TO FORM ONLY:

By:_____

SAN GORGONIO PASS WATER AGENCY

By:_____

Title:

APPROVED AS TO FORM ONLY:

By:_____

ORANGE COUNTY WATER DISTRICT

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

SAN GORGONIO PASS WATER
AGENCY

By: Jeffrey W Davis
Title: General Manager

APPROVED AS TO FORM ONLY:

By:_____

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WESTERN MUNICIPAL WATER DISTRICT

By: _____
Donald D. Galleano
President, Board of Directors

APPROVED AS TO FORM ONLY:

By: _____

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

By: _____
Title: GENERAL MANAGER

APPROVED AS TO FORM ONLY:

By: _____

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CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD,
SANTA ANA REGION

RESOLUTION NO. R8-2006-0019

Authorizing the Executive Officer to Sign and Execute the Cooperative Agreement
To Protect Water Quality and Encourage the Conjunctive Use
Of Imported Water in the Santa Ana River Basin

WHEREAS:

1. In Resolution No. R8-2004-0001, the Regional Board revised the Basin Plan to adopt new water quality objectives for N/TDS based upon the recommendations of a stakeholder process;

2. The N/TDS Task Force, as the stakeholder effort has become known, is a model for the cooperative and collaborative development of water policy initiatives;

3. At its May 19, 2006 meeting, the Regional Board considered draft Resolution No. R8-2006-0042 and draft Order No. R8-2006-0005, which would have adopted general waste discharge requirements for the injection/percolation of imported State Project Water, Colorado River Water or imported well water to recharge groundwater management zones within the Santa Ana Region;

4. At the close of the May 19, 2006 meeting, the Regional Board directed staff to work with appropriate stakeholders – largely the same stakeholders that had participated in the development of the new water quality objectives for N/TDS through the N/TDS Task Force – to investigate the feasibility of a cooperative program to manage salinity within the Region that would serve as an alternative approach to achieve the objectives of draft Resolution R8-2006-0042 and draft Order No. R8-2006-0005;

5. The stakeholder group has met regularly with Regional Board staff and has negotiated a proposed Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the Santa Ana River Basin (Attachment A);

6. The City of Corona, the City of Riverside, the City of San Bernardino Municipal Water Department, Eastern Municipal Water District, Elsinore Valley Municipal Water District, Orange County Water District, San Bernardino Valley Municipal Water District, San Gorgonio Pass Water Agency, and Western Municipal Water District of Riverside County have all executed the proposed cooperative agreement and, in doing so, have voluntarily agreed to an enhanced program to manage salinity within the Region;

7. Most water supply agencies in the State, including Metropolitan Water District of Southern California (MWDSC), are already required to collect and report routine chemical analyses to the California Department of Public Health (CDPH). In order to avoid redundant monitoring programs, MWDSC has offered to provide a copy of its annual water quality report, characterizing State Project Water, to the Regional Board. MWDSC's report to CDPH provides substantially the same

information that was originally specified in Table 1 of draft Order No. R8-2006-0005 (see Attachment B) and is a reasonable alternative approach;

8 The Regional Board wishes to obtain increased understanding of so-called "emerging contaminants" that may be present in imported water being used within the Region, however, there is significant uncertainty regarding the methods used to study emerging contaminants, including analytic methods and protocols;

9. The many issues associated with emerging contaminants are presently the subject of a number of studies, including a major study being undertaken by the National Water Research Institute (NWRI), the Metropolitan Water District of Southern California (MWDSC), and the Orange County Water District (OCWD) (NWRI/MWDSC/OCWD Study), estimated to be completed in 2009;

10. Regional Board staff believes that the NWRI/MWDSC/OCWD Study will provide data to satisfy the need for information concerning emerging contaminants for the calendar years 2008 and 2009;

11. For calendar years following 2008 and 2009, until a watershed-specific monitoring plan is developed and approved by the Regional Board, the Santa Ana River Dischargers Association (SARDA) has voluntarily agreed to provide an annual analysis of State Project Water imported to the Region for the suite of parameters sampled as part of the NWRI/MWDSC/OCWD Study;

12. The Cooperative Agreement signatories have agreed to develop a watershed-specific alternative list of emerging contaminants to be submitted for Regional Board consideration as an alternative to the parameters to be monitored during the NWRI/MWDSC/OCWD Study.

13. The Regional Board wishes to encourage voluntary programs to manage salinity and to better understand issues relating to emerging contaminants by partnering with stakeholders in a manner similar to the N/TDS Task Force. The results of the NWRI/MWDSC/OCWD study and other available data will be used in the stakeholder process to inform a program of study and investigation that includes an adaptively managed monitoring program.

14. The Cooperative Agreement and the monitoring program being developed by the stakeholder agencies within the Region obviates the need to bring back to the Board for consideration draft Resolution No. R8-2006-0042 and draft Order No. R8-2006-0005.

NOW, BE IT RESOLVED:

1. In lieu of the adoption of draft Resolution No. R8-2006-0042 and draft Order No. R8-2006-0005, the Regional Board hereby approves the proposed Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the

Santa Ana River Basin ("Agreement") and authorizes the Executive Officer to execute the Agreement on behalf of the Regional Board.

2. The Regional Board's execution of the Cooperative Agreement is contingent on the understanding that the other Cooperative Agreement signatories (the "Water Agencies") will, at their own expense, develop and implement a voluntary study program intended to better characterize the presence, extent, distribution and persistence of certain unregulated constituents in imported water used in the Santa Ana Region. The Regional Board supports this voluntary effort to manage water resources so as to avoid the need for future regulatory programs.

   a. The study program will be based on the best available science. Additional data may be collected, as appropriate, as part of the annual plans for investigation described below.

   b. The Water Agencies will, no later than December 31, 2008, prepare a report that provides a preliminary characterization of the presence, extent, distribution and persistence of unregulated constituents (also known as "emerging contaminants") that are indicators of the broader spectrum of constituents of water imported to the Santa Ana Region that may, in the future, be determined by appropriate regulatory agencies (e.g. USEPA or CDPH) to pose concerns for human health ("Imported Water Constituents"). This initial report will use data collected by the Department of Water Resources, the United States Geological Survey, the MWDSC/OCWD/NWRI study and other sources, as may be appropriate, that are developed consistent with generally accepted scientific data analysis protocols. The report shall be distributed to all signatories to this Agreement.

   c. The Water Agencies will, no later than December 31, 2009, and annually thereafter, prepare a plan for investigation (including a summary of the results of all prior monitoring efforts) that addresses at least the following questions for the Imported Water Constituents:

      i. Are there reliable and scientifically accepted protocols to test water for the presence and concentrations of these constituents?

      ii. What is known about the presence, extent, distribution and persistence of these constituents?

      iii. What is known about the toxicity, if any, of these constituents in terms of potential impacts on human health?

      iv. Should additional data be collected on any of these constituents, and, if so, under what sampling and analytical protocols?

   d. The annual plans for investigation described immediately above are not intended to substitute for the process used by USEPA and CDPH to develop MCLs or other water quality standards.

e. It is understood that the constituents that are the subject of the annual plans for investigation will, in all likelihood, change over time as their relative importance or unimportance to human health becomes better known. The Water Agencies will select constituents that they believe will best assist in understanding the potential impacts of imported water on human health.

f. The Regional Board may participate in the development of the report prepared pursuant to paragraph 2(b) above or the annual plans for investigation described in paragraph 2(c) above; however, such participation is not a prerequisite or condition for the development of such plan or reports.

g. The Water Agencies will promptly prepare a status update on the progress of either the report prepared pursuant to paragraph 2(b) above or the current annual plan for investigation prepared pursuant to paragraph 2(c) above upon request by the Regional Board.

h. The Water Agencies will promptly provide a copy of the report prepared pursuant to paragraph 2(b) above, the annual plans for investigation prepared pursuant to paragraph 2(c) above, and the results of analyses conducted pursuant to the Cooperative Agreement and this Resolution to all signatories to this Agreement, including the Regional Board.

I, Gerard J. Thibeault, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the California Regional Water Quality Control Board, Santa Ana Region, on January 18, 2008.

Gerard J. Thibeault
Executive Officer

Table I			
Chemical	***Units***	***Type of Sample***	***Minimum Frequency of Sampling and Analysis***
Total Water Flow	*Mgd*	Flow meter/totalizer	Continuous
Total Nitrogen[1]	*mg/L*	Grab[2]	Annually
Nitrate Nitrogen	*mg/L*	Grab[3]	Annually
Total Inorganic Nitrogen	"	"	"
Total Organic Carbon	"	"	"
Total Dissolved Solids	"	"	"
Total Trihalomethanes (TTHM)[4]	"	"	"
N-Nitrosodimethylamine (NDMA)	"	"	"
Methyl-tert-butyl ether (MTBE)	"	"	"
Perchlorate	*µg/L*	Grab	Annually
Inorganic Chemical			
Aluminum	*µg/L*	Grab	Annually
Antimony	"	"	"
Arsenic	"	"	"
Asbestos	*MFL*	"	"
Barium	*µg/L*	Grab	"
Beryllium	"	"	"
Cadmium	"	"	"
Chromium	"	"	"
Cyanide	"	"	"
Fluoride	"	"	"
Mercury	"	"	"
Nickel	"	"	"
Selenium	"	"	"
Thallium	*µg/L*	Grab	Annually
Volatile Organic Chemicals (VOC)			
Benzene	*µg/L*	Grab	Annually
Carbon Tetrachloride	"	"	"
1,2-Dichlorobenzene	"	"	"
1,4-Dichlorobenzene	"	"	"
1,1-Dichloroethane	*µg/L*	Grab	Annually

1 *Total Nitrogen is defined as the sum of nitrate, nitrite, ammonia, and organic nitrogen concentrations, expressed as nitrogen.*

2 *Grab sample is an individual sample collected in a short period of time not exceeding 15 minutes. Grab samples shall be collected during normal peak loading conditions for the parameter of interest, which may or may not be during hydraulic peaks.*

3 *Grab sample is an individual sample collected in a short period of time not exceeding 15 minutes. Grab samples shall be collected during normal peak loading conditions for the parameter of interest, which may or may not be during hydraulic peaks.*

4 *Sum of bromodichloromethane, dibromochloromethane, bromoform, and chloroform.*

Table 1			
Chemical	***Units***	***Type of Sample***	***Minimum Frequency of Sampling and Analysis***
1,2-Dichloroethane	µg/L	Grab	Annually
1,1-Dichloroethylene	"	"	"
Cis-1,2-Dichloroethylene	"	"	"
trans-1,2-Dichloroethylene	"	"	"
Dichloromethane	"	"	"
1,2-Dichloropropane	"	"	"
1,3-Dichloropropene	"	"	"
Ethylbenzene	"	"	"
Monochlorobenzene	"	"	"
Styrene	"	"	"
1,1,2,2-Tetrachloroethane	"	"	"
Tetrachloroethylene	"	"	"
Toluene	"	"	"
1,2,4-Trichlorobenzene	"	"	"
1,1,1Trichloroethane	"	"	"
1,1,2-Trichloroethane	"	"	"
Trichloroethylene	"	"	"
Trichlorofluoromethane	"	"	"
1,1,2-Trichloro-1,2,2-Trifluoroethane	"	"	"
Vinyl Chloride	"	"	"
Xylenes[5]	µg/L	Grab	Annually
Non-Volatile Synthetic Organic Chemicals (SOCs)			
Alachlor	µg/L	Grab	Annually
Atrazine	"	"	"
Bentazon	"	"	"
Benzo(a)pyrene	"	"	"
Carbofuran	"	"	"
Chlordane	"	"	"
2,4-D	"	"	"
Dalapon	"	"	"
Dibromochloropropane (DBCP)	"	"	"
Di(2-ethylhexyl)adipate	"	"	"
Di(2-ethylhexyl)phthalate	"	"	"
Dinoseb	"	"	"
Diquat	"	"	"
Endothall	"	"	"
Endrin	"	"	"
Ethylene Dibromide (EDB)	"	"	"
Glyphosate	"	"	"
Heptachlor	µg/L	Grab	Annually

5 *Limit is for either a single isomer or the sum of the isomers.*

Table I			
Chemical	***Units***	***Type of Sample***	***Minimum Frequency of Sampling and Analysis***
Heptachlor Epoxide	*µg/L*	Grab	Annually
Hexachlorobenzene	"	"	"
Hexachlorocyclopentadiene	"	"	"
Lindane	"	"	"
Methoxychlor	"	"	"
Molinate	"	"	"
Oxamyl	"	"	"
Pentachlorophenol	"	"	"
Picloram	"	"	"
Polychlorinated Biphenyls	"	"	"
Simazine	"	"	"
Thiobencarb	"	"	"
Toxaphene	"	"	"
2,3,7,8-TCDD (Dioxin)	"	"	"
2,4,5-TP (Silvex)	*µg/L*	Grab	Annually
Disinfection By-products			
	µg/L	Grab	Annually
Total Haloacetic acids (five) (HAA5)[6]	"	"	"
Notification Levels			
Copper	*µg/L*	Grab	Annually
Lead	*µg/L*	Grab	Annually
Radionuclides			
Combined Radium-226 and Radium-228	*pCi/l*	Grab	Annually
Gross Alpha particle activity (including Radium-226 but excluding Radon and Uranium)	"	"	"
Tritium	"	"	"
Strontium-90	"	"	"
Gross Beta particle activity	"	"	"
Uranium	*pCi/l*	Grab	Annually

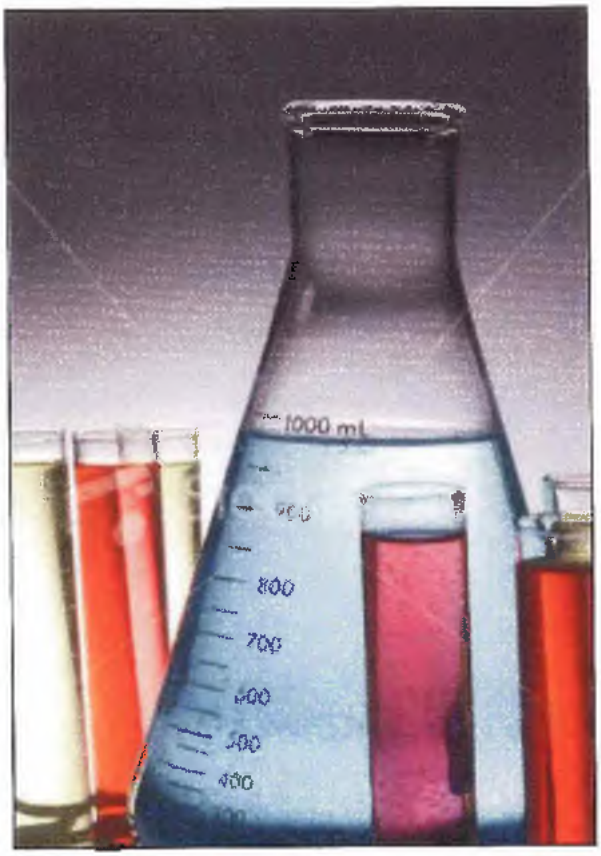
6 *Sum of monochloroacetic acid, dichloroacetic acid, trichloroacetic acid, monobromoacetic acid, and dibromoacetic acid).*

Phase-II Report

of the

Emerging Constituents Workgroup





A Proposed Work Plan to Characterize Select EC Concentrations in Surface Waters, Imported Waters & Recycled Waters Recharging Groundwaters of the Santa Ana River Watershed.



Proposed Work Plan for Santa Ana Watershed Project Authority's Emerging Constituents Workgroup in 2010-2011

1.0 Introduction

Water quality is routinely sampled at tens of thousands of locations across the U.S. Samples are collected from rain water, storm water runoff, freshwater streams, lakes and reservoirs, groundwater wells and tap water to characterize the quality of various supply sources. Additional samples from the sewage systems are analyzed to ensure pollution prevention programs and wastewater treatment plants are meeting all federal and state water quality standards.

Most sampling programs focus on a few hundred of the most common chemical constituents to assess overall water quality. These chemicals were selected from the larger universe of known chemicals because there is sufficient scientific evidence to indicate they may pose an increased risk to humans, plants or animals (including aquatic organisms) when they occur at elevated concentrations.

Several different regulatory agencies share responsibility for determining the acceptable concentration of potential pollutants. This is a formidable task as there are tens of thousands of chemical compounds in common use. Consequently, state and federal authorities rely on sales/usage information and monitoring data to establish appropriate research priorities for setting new water quality standards through a sophisticated and thorough regulatory review process.[1]

Improvements in analytical technology over the last decade have dramatically increased the number of chemicals we can detect and greatly decreased the concentration at which we can detect them.[2] Today, we are able to identify and quantify some potential pollutants in the range of one part-per-trillion (ppt) or less.[3] For perspective, 1 ppt is approximately equal to a plot of land the size of a postage stamp in an area the size of Orange County.

This new ability to detect infinitesimally small chemical concentrations has fundamentally altered our understanding of what's in the water. Trace levels (approx. 1-100 ppt) of many different man-made chemicals, particularly pesticides, pharmaceuticals and personal care products, have been found in waters across the United States. Collectively, these compounds are referred to as "Emerging Constituents" (ECs) because their presence is just starting to be revealed by rapid advances in analytical technology.[4]

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1 See, for example, U.S. EPA's process for identifying Candidate Contaminant List (CCL).

2 Vanderford, B.J., et al. "Analysis of Endocrine Disrupters and Personal Care Products in Water Using Liquid Chromatography and Tandem Mass Spectrometry." Analytical Chemistry. 2003 (75:6265-6274)

3 Vanderford, B.J. and Shane Snyder. "Analysis of Pharmaceuticals in Water by Isotope Dilution Liquid Chromatography/Tandem Mass Spectrometry." Environmental Science and Technology. 2006 (p. 7312-7320).

4 Emerging Constituents is one of several similar phrases used to describe the same phenomena. Synonyms include: emerging contaminants of concern, chemicals of emerging concern (CEC), micro-constituents, micro-pollutants, trace organics, etc. Such phrases may mistakenly imply that it is the concern that is emerging rather than the knowledge that certain chemicals may be present in a water sample. Similarly, referring to such compounds as Emerging Pollutants or Emerging Contaminants may mistakenly imply that the levels detected

Once new chemicals are detected, the question naturally arises as to what effect, if any, these compounds have on the municipal drinking water supplies. As part of the Recycled Water Policy adopted in early 2009, the California State Water Resources Control Board ("State Board") recently convened a Blue Ribbon Panel of Experts to address this concern.[5] The Panel's mission is to recommend appropriate water quality monitoring strategies for ECs based on the best available pharmacological and toxicological information taking into consideration the fate and transport of such chemicals through advanced treatments systems and the natural environment. The Panel is expected to publish its final recommendations in mid-2010.

2.0 Regulatory Context

In general, chemical compounds can be divided into two categories: regulated and unregulated. Regulated chemicals include those where a formal water quality standard or a state notification level has been established.[6] State and federal authorities may issue orders governing the release of such compounds into the environment. These regulations may range from relatively simple monitoring and reporting requirements to strict discharge prohibitions.

Unregulated chemicals are those for which no water quality standard or state notification level have been established. By definition, ECs are usually considered unregulated chemicals. However, that status may change as new information is developed. To that end, additional data are needed to characterize the presence and persistence of ECs throughout the water supply system. This information, along with epidemiological and toxicological data, may be used to set priorities for developing new water quality criteria, Maximum Contaminant Levels (MCLs), state notification levels and future water quality monitoring requirements.

Because the analytical techniques used to support EC characterization studies are still in the earliest stages of development, great care must be exercised when using the results of those studies. The data generated from the non-standard methods employed during the preliminary characterization studies are not sufficiently accurate for regulatory purposes such as: 303(d) listing decisions, antidegradation analyses, or translating narrative criteria into numeric effluent limits. These legal determinations depend on detailed risk assessments that are not yet available. However, the data from such studies is useful for determining which ECs, if any, should be prioritized for additional method development in order to determine whether more formal regulatory assessments may be needed in the future.

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pose a known hazard to people or the environment. The Emerging Constituents Workgroup in the Santa Ana region has chosen to use the phrase "emerging constituents" to describe a large group of chemicals that may or may not pose a risk to human health and the environment. The California Office of Environmental Health Hazard Assessment and U.S. EPA have primary legal responsibility for making the necessary risk assessments and publishing appropriate water quality standards for all chemicals including Emerging Constituents.

5 SWRCB. Recycled Water Policy. Resolution No. 2009-0011 (adopted 2/3/09). A summary of the Blue Ribbon Panel's work-in-progress is available at www.sccwrp.org

6 Concentrations of concern may be expressed as Maximum Contaminant Levels (MCLs), Public Health Goals (PHGs), State Notification Levels, 304(a) Criteria, Basin Plan objectives, TMDL targets, wasteload allocations, or receiving water limitations. Some of these also serve as formal regulatory thresholds.

Pending development of additional water quality standards, the California Department of Public Health ("DPH") previously suggested that periodic monitoring for trace organic chemicals may serve as a useful indicator of groundwater quality downgradient of recycled water projects.[7] Such data may also be used to corroborate the effectiveness of soil-aquifer treatment and the multi-barrier approach to preventing pathogen pollution. Therefore, as part of the proposed Groundwater Recharge Reuse Regulations, DPH prepared a draft list of ECs to guide planning and permitting efforts for recycled water projects.[8]

Acting on DPH's draft recommendations, Regional Boards began adding EC monitoring requirements to the permits for recycled water projects. As the use of recycled water has increased, so have the number of permits containing such provisions.[9] By 2006, some form of EC monitoring, often based on DPH's preliminary suggestions, was rapidly becoming a permit condition for all direct and indirect recharge of recycled water.[10]

Recognizing that the draft monitoring list for ECs was being misunderstood, DPH subsequently revised the draft Groundwater Recharge Reuse Regulation to clarify its original intent. DPH eliminated the list of specific chemicals and instead proposed that recycled water projects analyze for representative compounds within broad chemical categories (hormones, pharmaceuticals, personal care products, industrial chemicals, pesticides, etc.). The specific choice of chemical would be left to the project proponent and the permitting authorities.[11]

The SWRCB adopted the Recycled Water Policy and convened the aforementioned Blue Ribbon Panel of Experts to review the available science and make appropriate recommendations for future EC monitoring. California's Blue Ribbon Panel is only one of many different groups undertaking similar efforts. Recent news articles and a number of scientific papers and technical reports increased public awareness of the issue and provided impetus for additional EC investigations around the country.[12]

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7 DPH serves several different regulatory roles with respect to groundwater recharge projects. DPH is responsible, under statute, for establishing water quality criteria for groundwater recharge projects. DPH also acts as a consultant to the Regional Boards on the permit requirements for specific groundwater recharge projects. And, DPH has a co-equal role with the Regional Boards in establishing permit requirements for groundwater recharge projects that rely on direct injection rather than surface percolation.

8 http://www.cdph.ca.gov/certlic/drinkingwater/Documents/Recharge/DraftRechargeReg2008.pdf (see Endnote 5). See also http://www.cdph.ca.gov/certlic/drinkingwater/Pages/EmerginContaminants.aspx

9 See, for example, Monitoring and Reporting Program for Regional Board Order No. R8-2005-0033 for Phase I of the Chino Basin Recycled Water Groundwater Recharge Project.

10 See, for example, the NPDES permit issued to Donald C. Tillman Water Reclamation Plant (NPDES No. CA0056227) and the proposed draft NPDES Permit for the Henry N. Wochholz Regional Water Recycling Facility operated by the Yucaipa Valley Water District (NPDES No. CA0105619). Attachment K: List of Unregulated Chemicals: Endocrine Disrupting Chemicals & Pharmaceuticals and Other Chemicals (2007).

11 A more detailed discussion of the history of EC monitoring as it relates to NPDES permitting requirements in California is provided in the Phase-I Report of the Emerging Constituents Task Force. Santa Ana Watershed Project Authority. April, 2009. Available for download at: http://www.sawpa.org

12 Jeff Donn, Martha Mendoza and Justin Pritchard, Associated Press. "AP Probe Finds Drugs in Drinking Water." March 10, 2008.

3.0 Current Studies to Characterize Emerging Constituents

Recently, several large-scale water quality characterization studies began testing for select ECs. The U.S. Geological Survey's National Ambient Water Quality Assessment (NAWQA) and Groundwater Ambient Monitoring Assessment (GAMA) are probably the largest and best known of these research efforts. Results from samples collected throughout the nation indicate that ECs have been detected at trace levels in some surface and groundwater samples.

Subsequent investigations have detected the presence of similar chemicals in both source waters and tap waters.[13] And, follow-on studies found trace amounts of some ECs in highly treated recycled waters.[14] The concentration of trace organic compounds fluctuates greatly from location to location and from day to day. New research is underway to determine if additional treatment can reduce or eliminate ECs cost-effectively.[15]

Given these findings, and the significant role recycled water plays in Southern California, a coordinated effort to characterize the presence of ECs in the Santa Ana River watershed was recently initiated. In 2007-8, the USGS collected and analyzed local groundwater samples as part of the GAMA program. Results of this effort were published in November, 2009 and the EC data are summarized in Table 1.

TABLE 1: EC Characterization for Select Ground Waters in the Santa Ana Region

Compound	Use	# Detections	Detection %	LRL*
Acetaminophen	Analgesic	3 of 89 wells	3%	25 ng/L
Caffeine	Stimulant	3 of 89 wells	3%	15 ng/L
Carbamazepine	Anti-convulsant	5 of 89 wells	6%	30 ng/L
Sulfamethoxazole	Antibiotic	0 of 89 wells	0%	10 ng/L

*LRL = Laboratory Reporting Level

Other pharmaceutical compounds evaluated included: Codeine (narcotic), Continine (nicotine metabolite), Dehydronifedipine (anti-angina metabolite), Diltiaem (anti-angina), Diphenhydramine (antihistamine), Salbutamol (bronchodilator), Thiabendazole (anthelmintic), Trimethoprim (antibacterial), Warfarin (anti-coagulant).

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13 Benotti, M.J., R.A. Trenholm, B.J. Vanderford, J.C. Holady, B.D. Stanford and S. A. Snyder. "Pharmaceuticals and endocrine disrupting compounds in U.S. drinking water." Environmental Science and Technology. 2009

14 Snyder, Shane. Southern Nevada Water Authority Applied R&D Center. Testimony before the Senate Subcommittee on Transportation Safety, Infrastructure Security and Water Quality on Pharmaceuticals in the Nation's Water: Assessing Potential Risks and Actions to Address the Issue. April 15, 2008.

15 See, for example, Dickenson, E.R., J.E. Drewes, D.L. Sedlak, E.C. Wert and S.A. Snyder. "Applying surrogates and indicators to assess removal efficiency of trace organic chemicals during chemical oxidation of wastewaters." Environmental Science and Technology. 2009.

The GAMA study also analyzed for nine other pharmaceutical compounds (listed above). None of these other chemicals were detected in any of the groundwater samples. USGS concluded that:

> *"No pharmaceutical compound was detected in more than five wells, and all of the concentrations were low. Health-based thresholds do not exist for concentrations of pharmaceuticals in drinking water. However, to reach concentrations of the two detected medications (acetaminophen and carbamazepine) equal to dosages typically recommended or prescribed would, in all cases, require consuming more than one million liters of the sampled water. The sampled concentrations of caffeine were, in all cases, less than one-millionth of the concentration of caffeine in regular coffee."*[16] *(pg. 13)*

In addition, three water agencies undertook a focused sampling program to characterize EC concentrations in surface waters including water imported to the region from the State Water Project and the Colorado River. The agencies also evaluated samples collected from the Santa Ana River, its tributaries, and select wastewater discharges to these streams.[17] Consistent with previous studies performed elsewhere, preliminary data from the Santa Ana investigation detected the presence of some ECs in surface waters throughout the region (see Table 2).

TABLE 2: Partial EC Characterization for Surface Waters in Santa Ana River (n=32)[18]

Compound	Use	Minimum	Median	Maximum
Caffeine	Stimulant	9 ng/L	47 ng/L	1620 ng/L
Carbamazepine	Anti-convulsant	49 ng/L	135 ng/L	267 ng/L
Gemfibrozil	Anti-cholesterol	<5 ng/L	48 ng/L	590 ng/L
Primidone	Anti-convulsant	41 ng/L	90 ng/L	146 ng/L
Sulfamethoxazole	Antibiotic	4 ng/L	160 ng/L	721 ng/L

This finding is not surprising considering that recycled water often comprises more than 90% of the flow in the Santa Ana River and trace levels of some ECs were also detected in the treated municipal wastewater discharged to the river (see Table 3).

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16 Kent, Robert and Kenneth Belitz. Unites States Geological Survey (USGS). Ground-Water Quality Data in the Upper Santa Ana Watershed Study Unit, November 2006 - March 2007: Results from the California GAMA Program. Data Series 404. November, 2009.

17 Guo, Y.C. et al, "Occurrence, Fate and Transport of PPCPs in Three California Watersheds." AWWA Water Quality Technology Conference, November, 2009. Seattle, WA (Research co-sponsored by Metropolitan Water District of Southern California, Orange County Water District, and National Water Research Institute).

18 Eight stream sites were each sampled four times between April, 2008 and April, 2009.

TABLE 3: Partial EC Characterization for Municipal Effluents (n=16)[19]

Compound	Use	Minimum	Median	Maximum
Caffeine	Stimulant	<5 ng/L	14 ng/L	1883 ng/L
Carbamazepine	Anti-convulsant	123 ng/L	208 ng/L	331 ng/L
Gemfibrozil	Anti-cholesterol	<5 ng/L	22 ng/L	1178 ng/L
Primidone	Anti-convulsant	84 ng/L	146 ng/L	171 ng/L
Sulfamethoxazole	Antibiotic	4 ng/L	417 ng/L	1593 ng/L

Finally, trace concentrations of some ECs were identified in water imported to the Santa Ana Region from the State Project (see Table 4) and the Colorado River (see Table 5).

TABLE 4: Partial EC Characterization for State Project Water (n=8)[20]

Compound	Use	Minimum	Median	Maximum
Caffeine	Stimulant	<5 ng/L	7 ng/L	37 ng/L
Carbamazepine	Anti-convulsant	<1 ng/L	2 ng/L	4 ng/L
Gemfibrozil	Anti-cholesterol	<5 ng/L	<5 ng/L	5 ng/L
Primidone	Anti-convulsant	< 2 ng/L	2 ng/L	10 ng/L
Sulfamethoxazole	Antibiotic	5 ng/L	10 ng/L	11 ng/L

TABLE 5: Partial EC Characterization for Colorado River Water (n=4)[21]

Compound	Use	Minimum	Median	Maximum
Caffeine	Stimulant	<5 ng/L	<5 ng/L	<5 ng/L
Carbamazepine	Anti-convulsant	<1 ng/L	<1 ng/L	2 ng/L
Gemfibrozil	Anti-cholesterol	<5 ng/L	<5 ng/L	<5 ng/L
Primidone	Anti-convulsant	<2 ng/L	2 ng/L	3 ng/L
Sulfamethoxazole	Antibiotic	<1 ng/L	<1 ng/L	1 ng/L

[19] Four wastewater treatment plans were each sampled four times between April, 2008 and April, 2009. The four plants include three that discharge to the Santa Ana river system and one that discharges to the Colorado River in Nevada.

[20] Two samples locations, representing the east and west branches of the State Project Water in Southern California, were sampled four times each between April, 2008 and April, 2009.

[21] Four samples were collected from Lake Mathews, the terminal reservoir for Colorado River imported to Southern California, between April 2008 and April 2009.

After confirming that ECs were present, water and wastewater agencies throughout the Santa Ana region elected to continue their characterization studies and to coordinate those efforts with one another. This voluntary program is intended to supplement the existing knowledge base pending recommendations from the Blue Ribbon Panel of Experts and potential new policy guidance from DPH and/or the State Board. At this time, it is not known what those recommendations will be or what actions DPH and the State Board will take based on those recommendations.

4.0 Purpose

The water and wastewater agencies serving the Santa Ana region are committed to develop an EC investigation program that addresses the public's desire to know more about what chemicals may be in their water supplies. Such efforts are essential to increase public acceptance and encourage greater use of recycled water.

The rationale for this voluntary program was recently described in a report entitled: "Managing Contaminants of Emerging Concern in California." The report summarizes results and recommendations from a forum of regulatory and scientific experts convened to assist the State Board in developing a scope-of-work for the Blue Ribbon Panel. Workshop participants found that more data characterizing the presence and persistence of ECs will: 1) establish a baseline to evaluate fate and transport mechanisms and potential trends in water quality which is essential to develop a risk-based approach to understanding and managing exposure to ECs; 2) aid federal and state authorities as they set priorities for and determine whether to develop new water quality criteria; and 3) be useful for evaluating the effectiveness of pollution prevention and source control programs.

The report also identified three steps that should be taken as agencies collaborate to characterize and understand the effects of ECs on public health and the environment. The first step will be filling data gaps through investigative monitoring and targeted research. The second step will be identifying, developing and testing accurate and reliable methods for detecting ECs at very low levels. The third step will be to incorporate the measurement of ECs into on-going water quality studies, such as those that have been undertaken by Inland Empire Utilities Agency, the Metropolitan Water District of Southern California, National Water Research Institute and Orange County Water District. The workshop participants stressed that:

"In lieu of regulations or compliance monitoring...investigative chemical monitoring should be used as the first step towards development of a management strategy in California." [A key element] *"of this process will be our ability to adapt the strategy as new information becomes available. Since relatively little is known about CECs at this time, new information and technology will undoubtedly affect our ability to monitor and establish thresholds for CECs. Preliminary CEC monitoring lists will be subject to trial and error."*[22]

As noted earlier, the draft DPH Groundwater Recharge and Reuse regulations do not identify the specific ECs that must be monitored. Rather, DPH states that this determination must be made on a project-by-project basis and will vary based on a number of considerations including the source of the recharge water, the type of treatments applied to the recycled water and the nature of soil conditions in the area and other factors that may affect the fate, transport and degradation of ECs in the environment. DPH also acknowledges that, for some projects, other chemicals (such as the relative amounts of inorganic tracers or total organic carbon) may provide a better indication of the sources influencing groundwater quality than the specific concentration of various trace organic compounds. It is the responsibility of the project proponents to recommend and justify an appropriate monitoring strategy to the state permitting authorities.

Because analytical technology is constantly improving and our knowledge of which chemicals may pose an unacceptable risk to people and the environment is always growing, it is agreed that any EC investigation program must be updated regularly. Therefore, it is likely that the list of chemicals recommended for future characterization studies will change over time. The water and wastewater agencies proposing to undertake this investigation are committed to a process of adaptive management to ensure the EC characterization program fulfills its stated purpose using the best available science.

To facilitate early implementation of these recommendations, stakeholders in the Santa Ana region propose to undertake a water quality characterization study in 2010-11 to fill some of the aforementioned data gaps. Samples collected from select surface water streams, imported water sources and wastewater treatment plants will be analyzed for a representative group of ECs using the best analytical technology presently available.

The EC Workgroup will prepare a written Sampling and Analysis Plan (SAP) describing the specific data quality objectives, sampling locations, sampling protocols, sampling frequency, analytical methods, QA/QC procedures, database management and reporting requirements. The plan will also discuss the appropriate and inappropriate uses of the data given the various method limitations. The SAP will be submitted to the Regional Board staff by March 15, 2010 for review and comment. The general specifications for the 2010-2011 EC Characterization Study are described in Section 5.

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[22] "Managing Contaminants of Emerging Concern in California." California CEC Workshop. Co-sponsored by the Southern California Coastal Water Research Project (SCCWRP), California Ocean Protection Council, California Ocean Science Trust, National Water Research Institute, San Francisco Estuary Institute and the Urban Water Research Center at the University of California-Irvine. Held: April 28-29, 2009. Report published in Sept., 2009 and is available at: ftp://ftp.sccwrp.org/pub/download/DOCUMENTS/TechnicalReports/600_CEC_wkshp2009.pdf

5) 2010-11 Characterization Study

A) Proposed Analytes

Table 6 identifies the trace organic compounds that the stakeholders propose to assess during the 2010 characterization period. The list may be revised for the 2011 characterization period based on recommendations from the Blue Ribbon Panel of Experts or new guidance from the State Board.

Table 6: ECs to be Analyzed

Chemical	Category	Common Use	Notes
Acetaminophen (aka "Tylenol")	Pharmaceutical	Over-the Counter Analgesic	3,4,5,8
Bisphenol-A (BPA)	Industrial	Plastic Manufacturing	7
Caffeine (coffee, tea, soft drinks)	Food Additive	Non-Prescription Stimulant	3,5,6,8
Carbamazepine	Pharmaceutical	Prescription Anti-Convulsant	1,2,3,4, 5,6,8
DEET (aka "Off")	Pesticide	Household Insect Repellent	1,2,6
Diuron	Herbicide	Weed Control	6
Ethynylestradiol/Ethinylestradiol	Hormone	Prescription	1,2,4,6
Gemfibrozil	Pharmaceutical	Prescription Anti-Cholesterol	1,2,3,4,5,6
Ibuprofen (aka "Advil")	Pharmaceutical	Over-the-Counter Analgesic	3,4,5
Sulfamethoxazole	Pharmaceutical	Prescription Antibiotic	1,2,3,5,6,8
TCEP	Industrial	Flame Retardant	1,2,3,6

Selection Criteria Notes:

1) Commonly detected in national studies of water supply sources.
2) Commonly detected in national studies of finished drinking water.
3) Detected in SAR surface waters and/or effluents in MWDSC/NWRI/OCWD study.
4) Detected in Inland Empire Utility Agency's existing EC monitoring program.
5) Detected in previous USGS studies of the Tualatin River system in Oregon.
6) Recommended by expert panel assembled to review an advanced reclamation project proposed for the West Basin.
7) Recently added to U.S. EPA's Candidate Contaminant List (CCL)
8) Detected by the USGS GAMA program in Santa Ana groundwater samples.

B) Proposed Sampling

Table 7: Sampling Locations, Frequency, Type & Responsibilities

Sampling Site	Sampling Frequency	Sample Type	Responsible Agency[23]
Final Effluent from All Wastewater Treatment Plants[24]	Annually	24-hour Composite	Permitted Operator
State Project Water @ Devil Canyon	Annually	Representative Grab	MWDSC
Colorado River @ San Jacinto West Portal	Annually	Representative Grab	MWDSC
Santa Ana River near MWD Crossing	2x/year	Representative Grab	OCWD
Santa Ana River near Prado Dam	2x/year	Representative Grab	OCWD

Water samples will be collected by June of each year. Second samples, when needed, will be collected by September of each year. Due to the time required to analyze samples, review QA/QC and summarize results, data from the summer collection period will be included in the next year's report.[25]

C) Proposed Methods

At present, there are no standardized or certified methods for analyzing most ECs.[26] Until EPA approves such methods, the EC Workgroup is committed to using the best analytical technology commercially available: LC-MS-MS with isotope dilution. In general, this technique is capable of detecting select ECs in de-ionized laboratory water at concentrations of 1 to 10 ng/L. However, the specific reporting detection level (RDL) will vary over time and between laboratories in more complex water matrices. Therefore, more detailed data quality objectives and QA/QC requirements will be specified in the Sampling and Analysis Plan submitted to the Regional Board.

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[23] Pending approval and funding authorization from each agency.

[24] Includes all wastewater treatment plants operating under a valid NPDES permit or Waste Discharge Requirement (WDR) issued by the California Regional Water Quality Control Board – Santa Ana Region and/or U.S. EPA regardless of whether the discharge is to waters of the U.S. or waters of the state.

[25] Therefore, the report submitted in November, 2010 will include only the results for samples collected in May, 2010. The report submitted in November, 2011 will include the results for samples collected in August, 2010 and May, 2011.

[26] U.S. EPA approves analytical methods pursuant to 40 CFR Part 136.

D) Proposed Reporting

Participating stakeholders will submit copies of all sampling documents (field notes and chain of custody forms) and laboratory reports to the Santa Ana Watershed Project Authority (SAWPA). SAWPA will input the data to the SAWDMS database and prepare an annual report summarizing results of the EC characterization program. A draft copy of the EC report will be distributed for review and comment and SAWPA will convene a stakeholder meeting shortly thereafter to discuss suggested revisions to the draft document. The final report will be submitted to the Regional Board, on behalf of the stakeholders, by December 31st of each year.

The annual report will include a detailed description of the chemical analytes, sampling locations, sampling dates and protocols, analytical methods, QA/QC procedures and relevant results. Where appropriate, the report will also include any recommended changes to future EC sampling efforts (including revised analytes or sampling locations).

Finally, to facilitate public understanding of the new information, the report will describe the toxicological relevance of the measured EC concentrations. The purpose of this discussion is to provide, where possible, a scientific context for evaluating the relative health risks of these trace organic compounds.[27]

E) Proposed Schedule for 2010-11 Study Period

Task	Description	Deadline
1	Prepare and Submit EC Sampling and Analysis Plan	Mar. 15, 2010
2	Collect and Analyze Initial Samples from All Locations in Table 7	June 30, 2010
3	Submit Initial Sample Results and Related Documentation to SAWPA	July 31, 2010
4	ECW Meeting to Review and Discuss Initial Sample Results	Aug. 31, 2010
5	Collect and Analyze Second Surface Water Samples	Sept. 30, 2010
6	Distribute Draft Annual Report to Emerging Constituents Workgroup	Oct. 31, 2010
7	ECW Meeting to Review and Finalize Annual Report	Nov. 30, 2010
8	Submit First Annual Report to Regional Board	Dec. 31, 2010
9	Submit Second Surface Water Sample Results from 2010 to SAWPA	Jan. 31, 2011

[27] See, for example, "Toxicological Relevance of Endocrine Disrupting Chemicals and Pharmaceuticals in Water" American Water Works Association Research Foundation Report No. 3085/WRF 04-003.

E) Emerging Constituents Workgroup

SAWPA will periodically coordinate meetings of the Emerging Constituents Workgroup (ECW) to organize the next phase of the EC characterization study. This includes reviewing new water quality data, preparing the annual EC report, and integrating new EC policies enacted by the State Board and DPH.

During 2010, and after reviewing the final published results from the GAMA study and the MWDSC/NWRI/OCWD study, the ECW will determine whether it is useful and appropriate to expand the investigation effort to include storm water samples and select groundwater locations in 2011.

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

CITY OF CORONA

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

CITY OF RIVERSIDE

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

EASTERN MUNICIPAL WATER DISTRICT

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

ORANGE COUNTY WATER DISTRICT

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

WESTERN MUNICIPAL WATER DISTRICT

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER AUTHORITY

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

YUCAIPA VALLEY WATER DISTRICT

By: _____
Title:

APPROVED AS TO FORM ONLY:

By:_____

CITY OF REDLANDS

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

CITY OF RIALTO

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

INLAND EMPIRE UTILITIES AGENCY

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

LEE LAKE WATER DISTRICT

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

CITY OF BEAUMONT

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

SAN GORGONIO PASS WATER AGENCY

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

SANTA ANA WATERSHED PROJECT AUTHORITY

By:_____
Title:

APPROVED AS TO FORM ONLY:

By:_____

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

CRESTLINE-LAKE ARROWHEAD WATER AGENCY

DEMONSTRATION PROJECT

WATER EXCHANGE AGREEMENT

RECITALS

A. San Bernardino Valley Municipal Water District ("VALLEY") is a public agency organized pursuant to the California Municipal Water District Law of 1911 (Water Code §§ 71000 et seq.) with broad powers to acquire and sell water. VALLEY has a Water Supply Contract with the California Department of Water Resources ("DWR") that provides VALLEY with a Table A Amount of up to 102,600 acre-feet per annum of water ("AFA") from the State Water Project ("SWP").

B. Crestline-Lake Arrowhead Water Agency ("AGENCY") is a public agency organized in accordance with Crestline-Lake Arrowhead Water Agency Law (Water Code Appendix §§ 104-1 et seq.) with broad powers to acquire and sell water. AGENCY has a Water Supply Contract with DWR that provides it with a Table A Amount of 5,800 AFA.

C. VALLEY and AGENCY intend by this Agreement to implement a Demonstration Project to exchange water for an initial period of one year to determine the long-term feasibility, including evaluation of benefits, costs, and beneficial distribution of supplemental water to VALLEY and AGENCY.

D. VALLEY and AGENCY desire to enter into this Water Exchange Agreement whereby VALLEY will acquire up to 1,000 AF of SWP water from AGENCY ("INITIAL DELIVERY") in exchange for delivery of a like amount of water from VALLEY to AGENCY ("EXCHANGE WATER") within three years of the INITIAL DELIVERY ("RETURN PERIOD").

E. VALLEY has a need for the INITIAL DELIVERY before December 31, 2008, to improve reliability of supply to existing water users within VALLEY.

F. AGENCY has up to 1,000 AF of SWP water available from its 2008 allocation of SWP water for the INITIAL DELIVERY provided it can receive the EXCHANGE WATER from VALLEY within three years to enable it to meet anticipated demands for water within its service area.

SBVMWD LEGAL
DOCUMENT **2206**

IN CONSIDERATION OF THE MUTUAL PROMISES of the Parties as set forth herein, it is agreed as follows:

1. **Description of the Exchange and Procedures.**

On or before December 1, 2008, AGENCY will in writing request the California Department of Water Resources ("DWR") to deliver up to 1,000 AF of the AGENCY's SWP Table A Amount to VALLEY ("INITIAL DELIVERY") at its designated point of delivery. A copy of such written request shall be delivered to VALLEY. After written confirmation to AGENCY from VALLEY of such INITIAL DELIVERY, at the written request of AGENCY, VALLEY shall deliver a like amount of SWP water or water of equal or better quality ("EXCHANGE WATER") to AGENCY, in whole or in part as specified in such request. AGENCY shall not make such request any earlier than January, 2010. VALLEY and AGENCY shall meet and confer in advance of such delivery date to schedule the delivery of the EXCHANGE WATER over the Return Period. VALLEY shall complete delivery of the EXCHANGE WATER no later than December, 2011. VALLEY's obligation to deliver EXCHANGE WATER shall be from any source provided it is equal to or better than the water quality standards established by DWR for the State Water Project. If AGENCY requests delivery of EXCHANGE WATER in a year which DWR has declared to be critically dry, VALLEY and AGENCY agree to confer in good faith to adjust the quantity of EXCHANGE WATER to be delivered in that year so as to minimize adverse impacts on the ability of both parties to satisfy the needs of their respective customers. AGENCY'S obligation for the INITIAL DELIVERY shall be subject to the availability of water from the SWP.

2. **Points of Delivery and Measurement.**

a. VALLEY. The point of delivery and measurement of the Initial Water from AGENCY shall be from DWR at Silverwood Lake.

b. AGENCY. The point of delivery and measurement of the Exchange Water from VALLEY to AGENCY shall be from VALLEY at Silverwood Lake.

3. **Charges.**

a. Neither VALLEY nor AGENCY shall charge any costs to the other for use of either agency's facilities to the point of delivery.

b. VALLEY shall be responsible for all costs of, and entitled to all power credits generated by, the INITIAL DELIVERY downstream

from the point of delivery. AGENCY shall be responsible for all delivery costs of the EXCHANGE WATER.

4. **Conditions Precedent and Covenants.**

4.1 **DWR Approval.** No provisions of this Agreement requiring DWR approval shall become operative until DWR approves of those provisions. VALLEY and AGENCY shall use their best efforts to promptly obtain such approvals.

4.2 **State Water Contractors.** VALLEY and AGENCY agree they will each with due diligence and in good faith seek to obtain the support and approval of this Agreement by the State Water Contractors and request DWR approve the exchange of water as set forth herein.

5. **Future Banking and Conjunctive Use Projects.**

VALLEY and AGENCY believe that water exchange agreements and coordinated deliveries could lead to improved reliability and more efficient utilization of their respective supplies to meet the needs of their respective water users. In that regard, VALLEY and AGENCY agree to work together in good faith and with due diligence to determine the technical and financial feasibility and implementation of such arrangements subject to compliance with applicable laws, including California Environmental Quality Act.

6. **Notices.**

All written notices required to be given pursuant to the terms of this Agreement shall be either (i) personally delivered, (ii) deposited in the United States express mail or first class mail, (iii) delivered by overnight courier service, or (iv) delivered by facsimile transmission, provided that the original of such notice is sent by certified United States mail, postage prepaid, no later than one (l) business day following such facsimile transmission. All such notices shall be deemed delivered upon actual receipt (or upon first attempt at delivery pursuant to the methods specified in clauses (i), (ii) or (iii) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses or to such other address as the receiving party may from time to time specify by written notice to the other party:

VALLEY:

San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
P.O. Box 5906
San Bernardino, CA 92412-5906

Attention: General Manager
Telephone: (909) 387-9211
Facsimile: (909) 387-9247

AGENCY:

Crestline-Lake Arrowhead Water Agency
24116 Crest Forest Drive
P.O. Box 3880
Crestline, CA 92325-3880

Attention: General Manager
Telephone: (909) 338-1779
Fax: (909) 338-3686

7. **Miscellaneous.**

7.1 **No Assignment.** No party shall assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party.

7.2 **Successors and Permitted Assigns.** All covenants and agreements contained in this Agreement by or on behalf of any of the parties shall bind and inure to the benefit of their respective successors and permitted assigns, wither so expressed or not.

7.3 **No Modification of Existing Contracts.** This Agreement shall not be interpreted to modify the terms or conditions of the water supply contracts between the DWR and AGENCY and between DWR and VALLEY, or to modify the terms or conditions of any other water purchase or exchange agreements between AGENCY and VALLEY.

7.4 **Governing Law/Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any actions brought regarding this Agreement shall be in the County of San Bernardino, provided that, in accordance with the provisions of the

Code of Civil Procedure Section 394, a disinterested judge from a neutral county is assigned to hear such action and all proceedings in connection therewith.

7.5 **Ministerial Actions.** Due to increasing State-wide demands for water, water exchanges, water storage, banking and recovery, and various water quality issues throughout the State, the Parties agree that this Project is unique and cannot be duplicated and there is not a plain, speedy, and adequate remedy at law for VALLEY or AGENCY should either refuse or fail to perform their respective obligations as set forth in this Agreement. Consequently, VALLEY and AGENCY agree that the terms of this Agreement are enforceable by writ of mandate and specific performance.

7.6 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Signatures sent by facsimile shall be deemed originals and treated in all respects as originals.

7.7 **Further Action.** The parties agree to and shall take such further action and execute such additional documents as may be reasonably required to effectuate the terms and conditions of this Agreement and to the extent consistent with terms thereof.

7.8 **Interpretation.** This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as whole according to its fair meaning and without regard to or aid of Civil Code Section 1654 or similar judicial rules of construction. Each party acknowledges that it has had the opportunity to seek the advice of experts and legal counsel prior to executing this Agreement and that it is fully aware of and understands all of its terms and the legal consequences thereof. The headings used in this Agreement are for reference only and shall not affect the construction of this Agreement.

DATE: 11/7/2008

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

By _____

DATE: 11/7/08

CRESTLINE-LAKE ARROWHEAD
WATER AGENCY

By Roxanne M. Holmes

NOTICE OF EXEMPTION

(California Environmental Quality Act)

To: Clerk of the Board of Supervisors
County of San Bernardino
385 N. Arrowhead Ave., 2nd Floor
San Bernardino, CA 92415

Office of Planning and Research
1400 Tenth Street, Room 222
Sacramento, CA 95814
Attn: State Clearinghouse

From: San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
P.O. Box 5906
San Bernardino, CA 92412-5906
Phone: (909) 387-9211

Project Title: The Project entails the approval of a Water Exchange Agreement, which allows for the exchange of 1,000 acre-feet ("AF") of State Water Project ("SWP") water from Crestline-Lake Arrowhead Water Agency ("Agency") to San Bernardino Valley Municipal Water District ("Valley") and vice versa.

Project Location: Within the service areas of Crestline-Lake Arrowhead Watery Agency, see Map attached as Exhibit "1," and San Bernardino Valley Municipal Water District, see Map attached as Exhibit "2," in the County of San Bernardino.

Description of Nature, Purpose, and Beneficiaries of Project: On November 5, 2008, the Board of Directors of Valley approved the execution of the Water Exchange Agreement ("Agreement") with Agency. This Agreement authorizes Valley to acquire up to 1,000 AF of SWP water from Agency, and requires Agency to submit a written request to the California Department of Water Resources on or before December 1, 2008, to deliver up to 1,000 AF of Agency's share of SWP Table A water to Valley. In exchange for delivery of that water, Valley will deliver a like amount of water of equal or better quality to Agency within three years of the initial delivery of water to Valley. This same Agreement was approved by Agency on November 6, 2008.

Name of Public Agency Approving Project: San Bernardino Valley Municipal Water District

Exempt Status (check one):

___ Ministerial Action.
___ Declared Emergency
___ Emergency Project
_X_ Categorical Exemption (State CEQA Guidelines § 15301 [Existing Facilities]; State CEQA Guidelines §15304 [Minor Alterations to Land, Water, or Vegetation].)
_X_ Statutory Exemption (State CEQA Guidelines § 15282(u) [Temporary Transfer or Exchange of Water or Water Rights].)
_X_ Other The Project is also exempt under State CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility the Project may have a significant impact on the environment. The Project is merely an exchange of water. No physical facilities will be constructed to produce or transport water because all such required facilities already exist. In addition, no new water production or transportation capacity is created by the Project.

Reasons why project is exempt: The water exchange approved by Valley will entail no change in type of use or expansion of use, but consist merely of the continued operation of existing facilities and the use of those facilities to temporarily transport water to a different location. State CEQA Guidelines section 15301 provides that environmental review is not required for "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination." In addition, the exchange of water is a minor, temporary alteration to the condition of water that does not require the removal of any trees and thus is also exempt pursuant to State CEQA Guidelines section 15304 as "minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees." The Project's proposed exchange of water is temporary and thus is also exempt pursuant to the State CEQA Guidelines, section 15282(u) exemption for the temporary transfer of water or water rights. Because the water exchange will merely temporarily change the location in which water is used and will be delivered via existing facilities, there is no possibility the Project may have a significant impact on the environment. Accordingly, the Agreement and the water exchange that it authorizes are exempt from environmental review under CEQA. Moreover, the water transfer does not involve cumulative impacts, potentially significant impacts, unusually sensitive environments, or any other unique or unusual environmental impacts that might merit environmental review.

Contact Person & Telephone Number: Randy Van Gelder, General Manager
Phone: (909) 387-9218

11/7/2008
Date

for San Bernardino Valley Municipal Water District

RVPUB\755560.1

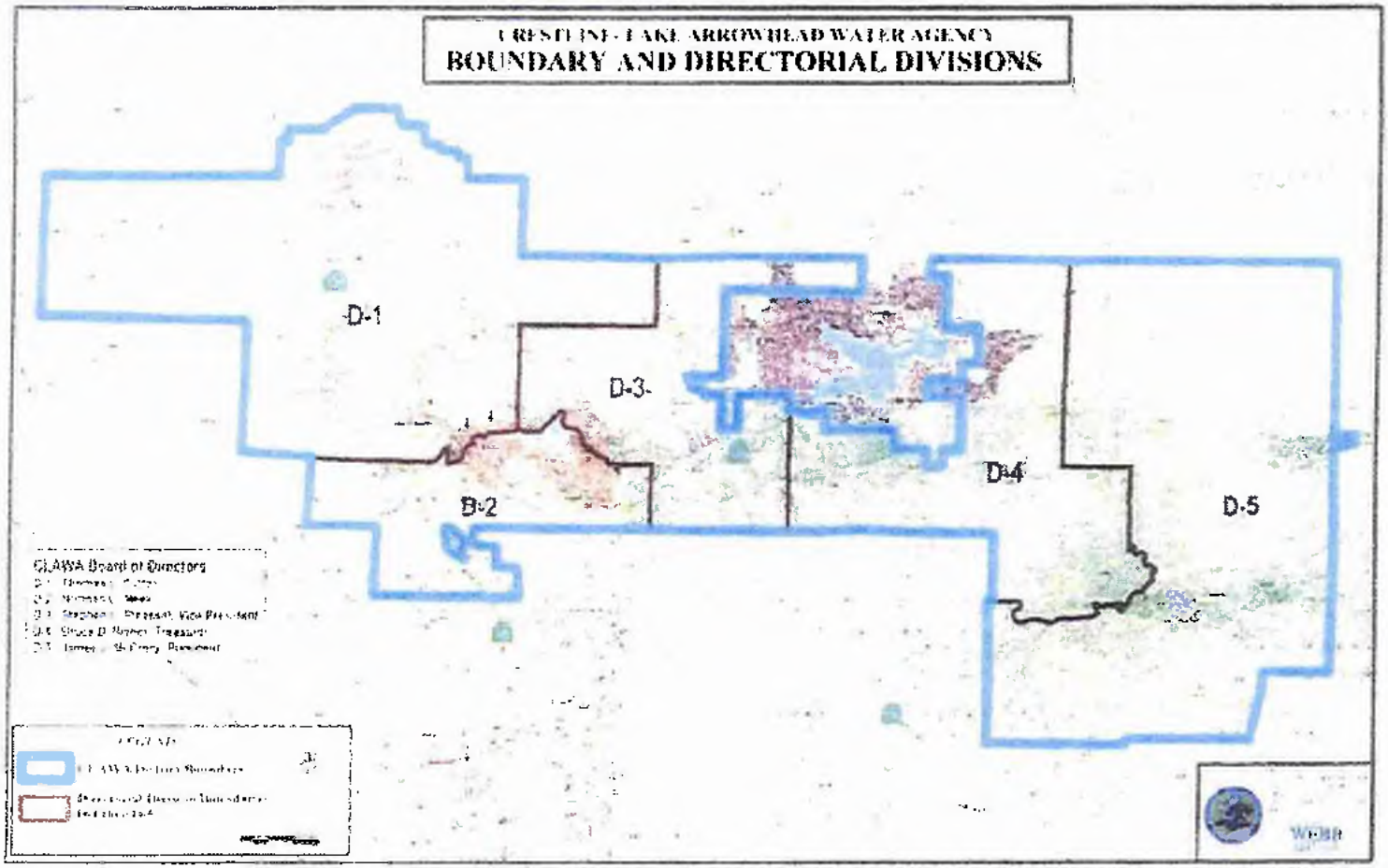
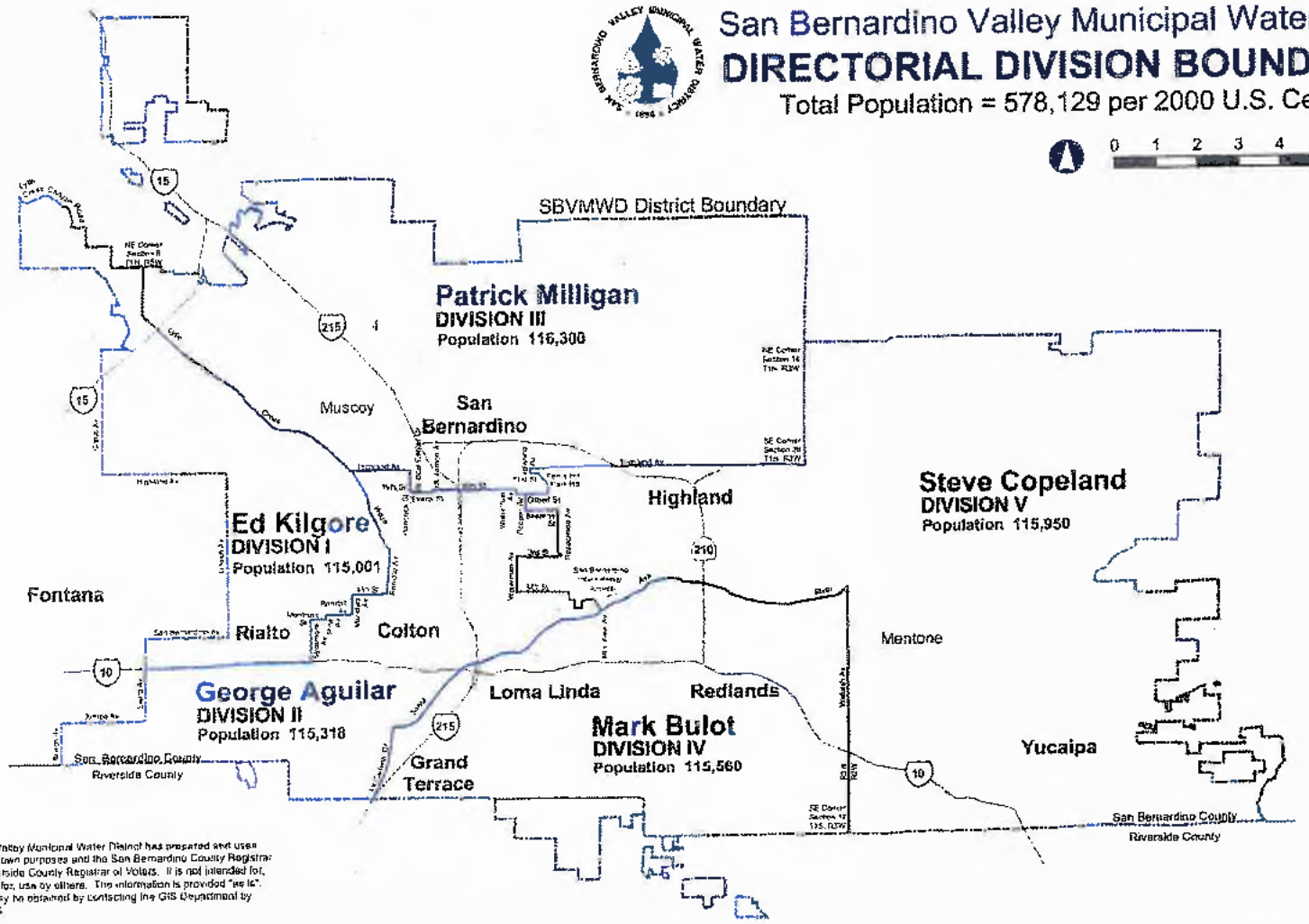

CRESTLINE-LAKE ARROWHEAD WATER AGENCY
BOUNDARY AND DIRECTORIAL DIVISIONS
D-1
D-2
D-3
D-4
D-5
CLAWA Board of Directors

Exhibit 1

San Bernardino Valley Municipal Water District
DIRECTORIAL DIVISION BOUNDARIES
Total Population = 578,129 per 2000 U.S. Census



The San Bernardino Valley Municipal Water District has prepared and uses this information for its own purposes and the San Bernardino County Registrar of Voters and the Riverside County Registrar of Voters. It is not intended for, nor may it be suitable for, use by others. This information is provided "as is". Further information may be obtained by contacting the GIS Department by calling (909) 387-9215.

GIS Dept August, 2004

Exhibit 2

STATE OF CALIFORNIA -- THE RESOURCES AGENCY ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF WATER RESOURCES
1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 942360001
(916) 653-5791

DEC 17 2008

Ms. Roxanne Holmes
General Manager
Crestline-Lake Arrowhead Water Agency
Post Office Box 3880
Crestline, California 92325

Mr. Randy Van Gelder
General Manager
San Bernardino Valley Municipal Water District
Post Office Box 5906
San Bernardino, California 94212-5906

This Letter Agreement is in response to Crestline-Lake Arrowhead Water Agency's (CLAWA) letter requesting the Department of Water Resources (DWR) approval for the exchange of up to 1,000 acre-feet of State Water Project (SWP) Table A water between San Bernardino Valley Municipal Water District (SBVMWD) and CLAWA. SBVMWD will take delivery of, and store within its groundwater basin, up to 1,000 acre-feet of CLAWA's 2008 Table A water by December 31, 2008. SBVMWD will return a portion of its allocation of Table A water by December 31, 2011 to CLAWA as a 1 acre-foot for 1 acre-foot exchange. There will be no monetary payments between CLAWA and SBVMWD for this exchange of Table A water.

DWR will file a Notice of Exemption based on California Environmental Quality Act Guidelines Section 15301 with the following description of this exchange of water: the proposed project is a water management operation using only existing facilities for the exchange of water from one SWP Contractor to another SWP Contractor, the limited term transfer will not support new development or a change in land use, and the transfer is wholly within the SWP place of use. DWR is willing to approve the delivery of up to 1,000 acre-feet of CLAWA's 2008 SWP Table A water to SBVMWD in exchange for the return of a portion of SBVMWD's Table A water subject to the following terms and conditions:

GENERAL PROVISIONS

1. DWR's approval under this Agreement is unique and shall not be considered a precedent for future agreements.

2. This Agreement shall become effective on the date of execution by all the parties and shall provide for the delivery of water to SBVMWD as of December 31, 2008. This Agreement shall terminate upon the delivery of all return water to CLAWA under this Agreement or by December 31, 2011, whichever comes first.

3. The delivery and return of water pursuant to this Agreement shall be contingent on, and subject to, any necessary approvals and shall be governed by the terms and conditions of such approval(s) and any other applicable regulations. CLAWA and SBVMWD shall be responsible for complying with all applicable laws and regulations and for securing any required consent, permit, or order. CLAWA and SBVMWD shall furnish to DWR copies of all approvals and agreements required for the delivery of water under this Agreement.

4. DWR will maintain records documenting the conveyance of up to 1,000 acre-feet of CLAWA's 2008 SWP Table A water to SBVMWD and the return delivery of water to CLAWA. CLAWA and SBVMWD shall certify to the State Water Project Analysis Office (Attention: Chief, Water Contracts Branch, Fax (916) 653-9628) the amount of CLAWA's approved 2008 Table A water delivered to SBVMWD and the return delivery of water from SBVMWD to CLAWA under this Agreement by January 31st of the year following the actual delivery.

WATER DELIVERY FROM CLAWA TO SBVMWD

5. The water delivered to SBVMWD shall be from CLAWA's allocation of 2008 approved Table A water.

6. The delivery of a portion of CLAWA's 2008 Table A water to SBVMWD shall be in accordance with a schedule reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, and other SWP contractors.

7. Pursuant to Paragraph 6, CLAWA shall obtain SBVMWD's approval for the water delivery schedule before submitting a schedule to DWR. All water delivery schedules and revisions shall be in accordance with Article 12 of CLAWA's and SBVMWD's respective long-term Water Supply contracts with DWR.

8. Pursuant to Paragraphs 5, 6, and 7, DWR will deliver up to 1,000 acre-feet of CLAWA's 2008 Table A water to SBVMWD's service area, Reach 26A of the California Aqueduct by December 31, 2008.

9. CLAWA and SBVMWD shall submit to the State Water Project Analysis Office for approval (Attention: Chief, Water Deliveries Section, FAX (916) 653-9628) a revised 2008 water delivery schedule and shall reference this Agreement, SWPAO #08063.

10. CLAWA and SBVMWD shall submit a weekly schedule to the Southern Field Division (Attention: Chief, Water Operations Section, FAX (661) 294-3651) showing the deliveries to SBVMWD. The schedules shall be submitted by 10:00 a.m. Wednesday for the following two weeks ahead (Monday through Sunday) and shall be concurrently faxed to the following at the State Water Project Operations Control Office:

    Chief, Pre-Scheduling Section at (916) 574-2782
    Chief, Operations Scheduling at (916) 574-2785

RETURN WATER DELIVERED FROM SBVMWD TO CLAWA

11. SBVMWD shall return all water to CLAWA by December 31, 2011. The return water delivered to CLAWA shall be Table A water allocated to SBVMWD in the year water is returned. In the event that all water is not returned to CLAWA by August 31, 2011, DWR, in coordination with CLAWA and SBVMWD, shall expedite the return of water to CLAWA by so scheduling SBVMWD's Table A by December 31, 2011.

12. The return of water under this Agreement by SBVMWD to CLAWA shall be in accordance with a schedule reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP Contractors.

13. Pursuant to Paragraph 11, SBVMWD shall obtain CLAWA's approval for the proposed delivery schedule, before submitting a schedule to DWR. All water delivery schedules and revisions shall be in accordance with Article 12 of CLAWA's and SBVMWD's long-term Water Supply contracts with DWR.

14. Pursuant to Paragraphs 11 and 12, DWR will deliver a portion of SBVMWD's Table A water scheduled for delivery to SBVMWD's service area to CLAWA's service area in Reach 24 of the California Aqueduct.

NO IMPACT

15. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts of SWP approved Table A water or of any other SWP approved water allocations, water deliveries, and SWP/CVP operations and facilities. CLAWA and SBVMWD shall be responsible for any adverse impacts that may result from the exchange of water as determined by DWR.

SWP ALLOCATION

16. Water returned to CLAWA pursuant to this Agreement shall not be considered by DWR in the determination of approved annual Table A deliveries to or allocation of other SWP water to CLAWA under Article 18 of CLAWA's long-term Water Supply contract with DWR.

CHARGES

17. CLAWA and SBVMWD shall pay the following charges, including all future adjustments, which shall be calculated in the same manner as charges are calculated for SWP Table A deliveries and shall be in accordance with the provisions of CLAWA's and SBVMWD's long-term Water Supply contracts with DWR. Charges shall be determined for the year the water is delivered, and the year the water is returned.
    a. When a portion of CLAWA's approved 2008 Table A water is delivered to SBVMWD, SBVMWD shall pay to DWR the charges associated with the delivery of the water from the Delta to the point of delivery at SBVMWD's turnouts on the California Aqueduct, Reach 26A. The charges associated with such delivery will be the 2008 Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge and the 2008 Off-Aqueduct Power Facilities Cost for each acre-foot of water delivered.

    b. In any year that a portion of SBVMWD's future Table A water is returned to CLAWA pursuant to this Agreement, CLAWA shall pay to DWR the charges associated with the delivery of the return water from the Delta to CLAWA's turnouts in Reach 24 of the California Aqueduct. The charges associated with the return water will be the Variable Operation, Maintenance, Power and Replacement components of the Transportation charges and the Off-Aqueduct Power Facilities Cost for each acre-foot of water delivered in effect for the year in which the water is returned to CLAWA.

18. In addition to the charges identified above, CLAWA and SBVMWD agree to pay to DWR any additional identified demonstrable increase in costs that would otherwise be borne by the SWP contractors not signatory to this Agreement or by DWR, as a result of activities pursuant to this Agreement.

19. Payment terms shall be in accordance with CLAWA's and SBVMWD's long-term Water Supply contracts with DWR.

LIABILITY

20. Responsibility for water delivered pursuant to this Agreement shall be governed by Article 13 of CLAWA's and SBVMWD's long-term Water Supply contracts, with responsibilities under the terms of that article shifting from DWR to CLAWA and SBVMWD when the water passes through their respective turnouts.

21. In the event of a claim of liability against DWR or its Directors, officers, or employees, jointly or severally, that arises as a result of this Letter Agreement, CLAWA and SBVMWD shall defend, indemnify, and hold DWR and any of its Directors, officers, employees harmless from any such claim, except to the extent that such claim arises from the sole negligence or willful misconduct of DWR.

EXECUTION

22. This Letter Agreement may be executed in counterpart. The parties agree to accept facsimile signatures as original signatures. The Agreement shall take effect as soon as all parties have signed.

23. Immediately after execution, SBVMWD and CLAWA shall transmit a copy of the executed Letter Agreement by facsimile to Robert Cooke, Chief, State Water Project Analysis Office at (916) 653-9628 and to each other at.
    CLAWA: (909) 338-3686
    SBVMWD: (909) 387-9247

If CLAWA or SBVMWD needs a Board of Directors' approval of this Letter Agreement, that party shall send a facsimile of the board approval to the other two parties. If you have any questions or need additional information, please contact me at (916) 653-4313 and refer to SWPAO #08063.

Sincerely,

Robert B Cooke

Robert B. Cooke, Chief
State Water Project Analysis Office

ACCEPTED:

CRESTLINE-LAKE ARROWHEAD WATER DISTRICT

_____
Signature

_____
Title

_____
Date

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

_____
Signature

General Manager
Title

12/22/2008
Date

cc: Mr. Terry Erlewine
General Manager
State Water Contractors
1121 L Street, Suite 1050
Sacramento, California 95814

ACCEPTED:

CRESTLINE-LAKE ARROWHEAD WATER DISTRICT

Roxanne M. Holmes
Signature

General Manager
Title

12/22/08
Date

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

Signature

Title

Date

cc: Mr. Terry Erlewine
General Manager
State Water Contractors
1121 L Street, Suite 1050
Sacramento, California 95814

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

CRESTLINE-LAKE ARROWHEAD WATER AGENCY

WATER EXCHANGE AGREEMENT AND AMENDMENT OF DEMONSTRATION PROJECT

RECITALS

A. On November 7, 2008, San Bernardino Valley Municipal Water District ("Valley") and Crestline-Lake Arrowhead Water Agency ("Agency") entered into an agreement titled "Demonstration Project Water Exchange Agreement" (the "2008 Exchange Agreement"). Pursuant to the terms of the 2008 Exchange Agreement, the Agency arranged for the delivery of 1,000 acre-feet of water from the Agency's State Water Project Table A allocation in exchange for Valley's agreement to allow the Agency to take back a total of 1,000 acre-feet of water from Valley's State Water Project Table A allocations in 2010 and/or 2011 (the "2008 Exchange Arrangement").

B. The Agency and Valley wish to amend the 2008 Exchange Agreement to allow the Agency to take back a total of 1,000 acre-feet of water from Valley's State Water Project Table A allocations in any year or years between 2010 and 2018, inclusive, subject to such reductions in the quantity of water to be returned to the Agency due to high groundwater conditions within Valley's service area as are hereinafter provided.

C. In addition, the Agency and Valley wish to provide for the delivery to Valley of 1,000 acre-feet of water from the Agency's State Water Project Table A allocation in 2009, in exchange for Valley's agreement to allow the Agency to take back a total of 650 acre-feet of water from Valley's State Water Project allocations in any year or years between 2010 and 2018, inclusive, subject to such reductions in the quantity of water to be returned to the Agency due to high groundwater conditions within Valley's service area as are hereinafter provided (the "2009 Exchange Arrangement").

D. The purpose of this Agreement is to amend the terms of the 2008 Exchange Agreement and to set forth the terms of the 2009 Exchange Arrangement.

IN CONSIDERATION OF THE MUTUAL PROMISES set forth herein, the Agency and Valley agree as follows:

1. **Amendment of 2008 Exchange Agreement.**

(a) Return of Exchange Water. The sixth sentence of Section 1 of the 2008 Exchange Agreement, titled "Description of the Exchange and Procedures" is hereby amended to provide as follows:

"VALLEY shall complete delivery of the EXCHANGE WATER no later than December 2018."

In addition, within Paragraphs D and F of the Recitals in the 2008 Exchange Agreement, the term "three years" is hereby amended to read "ten years."

(b) Quantity of Exchange Water. The 2008 Exchange Agreement is further amended to provide that the quantity of "Exchange Water" (as defined therein) to be returned to the Agency during the "Return Period" (as also defined therein) shall be subject to the same reductions as may be applied to the return of water under the 2009 Exchange Arrangement, due to high groundwater conditions within Valley's service area, as provided in Section 2(c) of this Agreement.

2. **2009 Exchange Arrangement.**

(a) Initial Delivery to Valley. Prior to December 1, 2009, Agency will, in writing, request the California Department of Water Resources ("DWR") to deliver 1,000 acre-feet of the Agency's 2009 State Water Project Table A allocation to Valley, at Silverwood Lake. A copy of such written request shall be delivered to Valley.

(b) Return of Exchange Water. After written confirmation that 1,000 acre-feet of water from the Agency's State Water Project Table A allocation in 2009 has been delivered to Valley, Valley shall thereafter deliver to the Agency, at Silverwood Lake, up to a total of 650 acre-feet of water when requested by the Agency, between the years 2010 and 2018, inclusive (the "Exchange Water"). The Exchange Water shall be State Water Project water or water of equal or better quality. If the Agency requests delivery of Exchange Water in a year which DWR has declared to be critically dry, the Agency and Valley agree to confer in good faith to adjust the quantity of Exchange Water to be delivered in that year so as to minimize adverse impacts on the ability of both parties to satisfy the needs of their respective customers.

(c) Quantity of Exchange Water To Be Returned. As of the date of this Agreement, the total quantity of 2008 Exchange Water and 2009 Exchange Water to be returned to the Agency pursuant to the 2008

Exchange Agreement and the 2009 Exchange Arrangement is 1,650 acre-feet. Because water within the San Bernardino Valley Groundwater Basin is lost from the Basin during high groundwater conditions resulting from high precipitation, the Agency and Valley agree that during any year from 2010 to 2018, inclusive, that the Basin Technical Advisory Committee ("BTAC") makes a determination that high groundwater conditions exist in the San Bernardino Basin Area, the balance of the 2008 Exchange Water and the 2009 Exchange Water which has not been returned to the Agency prior to that year shall each be reduced by an amount equal to 10% of the then existing quantity of 2008 Exchange Water and the 2009 Exchange Water not yet returned, for each such year that a declaration of high groundwater conditions is made, and the parties shall jointly advise DWR in writing of such reduction. The declaration of high groundwater conditions shall be made pursuant to the protocol attached hereto as Exhibit "A" as amended by Valley from time to time.

(d) Charges. The Agency shall be responsible for all costs of delivering 1,000 acre-feet of State Water Project to Valley at Silverwood Lake in 2009. Valley shall be responsible for all costs of delivering up to 650 acre-feet of Exchange Water to the Agency at Silverwood Lake, in the year that such water is delivered, pursuant to the terms of this Agreement. The charges for the Agency's delivery of water to Valley, and Valley's delivery of Exchange Water back to the Agency, pursuant to the 2008 Exchange Arrangement shall be as set forth in the 2008 Exchange Agreement. For purposes of this paragraph, Exchange Water returned to the Agency shall be credited first to the exchange obligations set forth in the 2008 Exchange Agreement, until such Exchange Water is fully depleted, and then shall be credited to the exchange obligations created by the 2009 Exchange Arrangement.

3. **Conditions Precedent and Covenants.**

(a) DWR Approval. No provisions of this Agreement requiring DWR approval shall become operative until DWR approves of those provisions. The Agency and Valley shall use their best efforts to promptly obtain such approvals.

(b) State Water Contractors. The Agency and Valley agree that they will each with due diligence and good faith seek to obtain the support and approval of this Agreement by the State Water Contractors.

4. **Notices.**

All written notices required to be given pursuant to the terms of this Agreement shall be (i) personally delivered, (ii) deposited in the United States express mail or first-class mail, (iii) delivered by overnight courier service or (iv) delivered by facsimile transmission, provided that the

original of such notice is sent by certified United States mail, postage prepaid, no later than one business day following such facsimile transmission. All such notices shall be deemed delivered upon actual receipt or upon first attempt at delivery pursuant to the methods specified herein if the intended recipient refuses to accept delivery. All such notices shall be delivered to the following addresses or to such other address as the receiving party may from time to time specify by written notice to the other party:

AGENCY:

Crestline-Lake Arrowhead Water Agency
24116 Crest Forest Drive
P.O. Box 3880
Crestline, CA 92325-3880

Attention: General Manager
Telephone: (909) 338-1779
Facsimile: (909) 338-3686

VALLEY:

San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
P.O. Box 5906
San Bernardino, CA 92412-5906

Attention: General Manager
Telephone: (909) 387-9211
Facsimile: (909) 387-9247

5. **Miscellaneous.**

(a) No Assignment. No party shall assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party.

(b) Successors and Permitted Assigns. All covenants and agreements contained in this Agreement by or on behalf of any of the parties shall bind and inure to the benefit of their respective successors and permitted assigns, whether so expressed or not.

(c) No Modification of Existing Contracts. This Agreement shall not be interpreted to modify the terms or conditions of the water supply contracts between the DWR and the Agency, and between DWR and Valley.

(d) Governing Law/Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any actions brought regarding this Agreement shall be in the County of San Bernardino, provided that, in accordance with the provisions of the Code of Civil Procedure Section 394, a disinterested judge from a neutral county is assigned to hear such action and all such proceedings in connection therewith.

(e) Ministerial Actions. Due to increasing State-wide demands for water, water exchanges, water storage, banking and recovery, and various water quality issues throughout the State, the parties agree that this project is unique and cannot be duplicated and there is not a plain, speedy, and adequate remedy at law for the Agency or Valley should either refuse or fail to perform their respective obligations as set forth in this Agreement. Consequently, the Agency and Valley agree that the terms of this Agreement are enforceable by a writ of mandate and specific performance.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Signatures sent by facsimile shall be deemed originals and treated in all respects as originals.

(g) Further Action. The parties agree to and shall take such further action and execute such additional documents as may be reasonably required to effectuate the terms and conditions of this Agreement and to the extent consistent with the terms thereof.

(h) Interpretation. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning and without regard to or aid of Civil Code Section 1654 or similar judicial rules of construction. Each party acknowledges that it has had the opportunity to seek the advice of experts and legal counsel prior to executing this Agreement and that it is fully aware of and understands all of the terms and the legal consequences thereof. The headings used in this Agreement are for reference only and shall not affect the construction of this Agreement.

CRESTLINE-LAKE ARROWHEAD WATER AGENCY

By: Roxanne M. Holmes
General Manager

Date: October 22, 2009

SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT

By: _____
General Manager

Date: 10/22/2009

EXHIBIT A

In December 2007, fourteen agencies adopted the *Upper Santa Ana Watershed Integrated Regional Water Management Plan* (Integrated Plan). One of the primary water resources identified in the Integrated Plan is groundwater. The largest groundwater basin in the study area is the San Bernardino Basin Area (SBBA). When the SBBA is too full, high groundwater levels can occur in an area known as the Pressure Zone. Some of the reasons high groundwater levels are undesirable is that they can cause water to flow out of the SBBA and can also prevent water from recharging (rejected recharge).

The Integrated Plan charges the Basin Technical Advisory Committee with monitoring and assessing water levels in the pressure zone and presenting their findings in the annual *Regional Water Management Plan*. The general methodology used each year to assess whether high groundwater conditions exist is as follows:

1. In October of each year, the Basin Technical Advisory Committee collects water level data for a series of wells in the Pressure Zone.
2. Water levels in the Pressure Zone are considered to be "high" if they are shallower than 50 feet below ground surface.
3. The BTAC presents their findings on high groundwater conditions in the annual *Regional Water Management Plan.*
4. In November of each year, the annual *Regional Water Management Plan* is reviewed and approved by the Boards of Directors of the San Bernardino Valley Municipal Water District and Western Municipal Water District.

BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

INDIAN WELLS
(760) 568-2611
IRVINE
(949) 263-2600
LOS ANGELES
(213) 617-8100
ONTARIO
(909) 989-8584

3750 University Avenue, Suite 400
Post Office Box 1028
Riverside, California 92502-1028
(951) 686-1450
(951) 686-3083 Fax
BBKlaw.com

SACRAMENTO
(916) 325-4000
SAN DIEGO
(619) 525-1300
WALNUT CREEK
(925) 977-3300

Michael T. Riddell
(909) 826-8210
Michael.Riddell@bbklaw.com

October 23, 2009

Ms. Roxanne M. Holmes
General Manager
CRESTLINE-LAKE ARROWHEAD
WATER AGENCY
24116 Crest Forest Drive
P.O. Box 3880
Crestline, CA 92325-3880

Re: 2009 Exchange Agreement with San Bernardino Valley Municipal Water District

Dear Roxanne:

Enclosed is the duplicate original of the 2009 Exchange Agreement with San Bernardino Valley Municipal Water District, signed by Randy Van Gelder on behalf of that District. You should sign this yourself and then keep it in your file so that you have a fully executed duplicate original.

By copy of this letter to Randy Van Gelder, I am also sending to him the duplicate original of the same agreement, signed by you, so that he may do likewise.

DWR is preparing the necessary agreement that it will need to have you and Randy sign as well. That should be ready soon. In addition, in our office we are preparing the Notice of Exemption which should be signed and filed by both the Agency and the District. It is filed with the County of San Bernardino and also with the State Clearinghouse. I will be providing that to both of you, along with some more detailed instructions.

Thanks very much. Please let me know if you have any questions,

Sincerely yours,

Mike

Michael T. Riddell
of BEST BEST & KRIEGER LLP

MTR:mb

Enclosure

Cc: Randy Van Gelder, General Manager
San Bernardino Valley Municipal Water District

Receipt #374032
CLERK OF THE BOARD
NOV - 2 2009
COUNTY OF
SAN BERNARDINO

NOTICE OF EXEMPTION

(California Environmental Quality Act)

To: Clerk of the Board of Supervisors
County of San Bernardino
385 N. Arrowhead Ave., 2nd Floor
San Bernardino, CA 92415

Office of Planning and Research
1400 Tenth Street, Room 222
Sacramento, CA 95814
Attn: State Clearinghouse

From: San Bernardino Valley Municipal
Water District
380 East Vanderbilt Way
San Bernardino, CA 92408
Phone: (909) 387-9200

Project Title: The Project entails the approval of a Water Exchange Agreement, which allows for the delivery of 1,000 acre-feet ("AF") of State Water Project ("SWP") water from Crestline-Lake Arrowhead Water Agency ("Agency") to San Bernardino Valley Municipal Water District ("Valley") in 2009, in exchange for the return of 650 AF of SWP water by Valley to Agency no later than the end of 2018. The Water Exchange Agreement also amends a similar agreement between the same two parties in 2008 by extending the term for the return of 1,000 AF of SWP water from Valley to Agency, from 2011 to 2018.

Project Location: Within the service areas of Crestline-Lake Arrowhead Watery Agency, see Map attached as Exhibit "1," and San Bernardino Valley Municipal Water District, see Map attached as Exhibit "2," in the County of San Bernardino.

Description of Nature, Purpose, and Beneficiaries of Project: On October 1, 2009, the Board of Directors of Agency approved the execution of the Water Exchange Agreement ("Agreement") with Valley. This Agreement provides for the delivery of 1,000 AF of SWP water from Agency to Valley in 2009, and requires Agency submit a written request to the California Department of Water Resources on or before December 1, 2009, to deliver 1,000 AF of Agency's share of SWP Table A water to Valley. In exchange for delivery of that water, Valley will deliver 650 AF of water of equal or better quality to Agency by the end of 2018. This same Agreement was approved by Valley and then executed by Valley on October 22, 2009.

Name of Public Agency Approving Project: Crestline-Lake Arrowhead Water Agency

Exempt Status (check one):

____ Ministerial Action.
____ Declared Emergency
____ Emergency Project
_X_ Categorical Exemption (State CEQA Guidelines § 15301 [Existing Facilities]; State CEQA Guidelines §15304 [Minor Alterations to Land, Water, or Vegetation].)
_X_ Statutory Exemption (State CEQA Guidelines § 15282(u) [Temporary Transfer or Exchange of Water or Water Rights].)
_X_ Other The Project is also exempt under State CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility the Project may have a significant impact on the environment. The Project is merely an exchange of water. No physical facilities will be constructed to produce or transport water

DATE FILED & POSTED

because all such required facilities already exist. In addition, no new water production or transportation capacity is created by the Project.

Reasons why project is exempt: The water exchange will entail no change in type of use or expansion of use, but consist merely of the continued operation of existing facilities and the use of those facilities to temporarily transport water to a different location. State CEQA Guidelines section 15301 provides that environmental review is not required for "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination." In addition, the exchange of water is a minor, temporary alteration to the condition of water that does not require the removal of any trees and thus is also exempt pursuant to State CEQA Guidelines section 15304 as "minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees." The Project's proposed exchange of water is temporary and thus is also exempt pursuant to the State CEQA Guidelines, section 15282(u) exemption for the temporary transfer of water or water rights. Because the water exchange will merely temporarily change the location in which water is used and will be delivered via existing facilities, there is no possibility the Project may have a significant impact on the environment. Accordingly, the Agreement and the water exchange that it authorizes are exempt from environmental review under CEQA. Moreover, the water transfer does not involve cumulative impacts, potentially significant impacts, unusually sensitive environments, or any other unique or unusual environmental impacts that might merit environmental review.

Contact Person & Telephone Number: Randy Van Gelder, General Manager
Phone: (909) 387-9200

10/30/2009
Date

for San Bernardino Valley Municipal Water District

State of California—The Resources Agency
DEPARTMENT OF FISH AND GAME

2009 ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIPT # 374032

STATE CLEARING HOUSE # *(If applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY: San Bernardino Valley Municipal Water District — DATE: 11-2-09

COUNTY/STATE AGENCY OF FILING: San Bernardino, CA — DOCUMENT NUMBER:

PROJECT TITLE: Water Exchange Agreement · (AF), (SWP) Crestline-Lake Arrowhead Water.

PROJECT APPLICANT NAME: San Bernardino Valley Municipal Water District — PHONE NUMBER: 909 387-9200

PROJECT APPLICANT ADDRESS: 380 E. Vanderbilt Way — CITY: San Bernardino — STATE: CA — ZIP CODE: 92408

PROJECT APPLICANT *(Check appropriate box):*

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report	$2,768.25	$
☐ Negative Declaration	$1,993.00	$
☐ Application Fee Water Diversion *(State Water Resources Control Board Only)*	$850.00	$
☐ Projects Subject to Certified Regulatory Programs	$941.25	$
☒ County Administrative Fee	$50.00	$ 50.00
☐ Project that is exempt from fees		
☒ Notice of Exemption		
☐ DFG No. Effect Determination (Form Attached)		
☐ Other _____		$

PAYMENT METHOD: #391771

☐ Cash ☐ Credit ☒ Check ☐ Other _____ TOTAL RECEIVED $ 50.00

SIGNATURE: X Norma Tite — TITLE: Deputy Clerk.

WHITE - PROJECT APPLICANT YELLOW - DFG/ASB PINK - LEAD AGENCY GOLDEN ROD - COUNTY CLERK FG 753.5a (Rev. 7/08)

TRANSMISSION VERIFICATION REPORT

TIME : 11/02/2009 14:24
NAME : SBVMWD
FAX : 9093879247
SER.# : BROD8F869364

DATE,TIME	11/02 14:23
FAX NO./NAME	8191632330l8
DURATION	00:00:48
PAGE(S)	03
RESULT	OK
MODE	STANDARD ECM

San Bernardino Valley Municipal Water District
380 E. Vanderbilt Way, P.O. Box 5906 • San Bernardino, CA 92412
Phone (909) 387-9200 • Fax (909) 387-9247

FACSIMILE TRANSMITTAL

DATE: November 2, 2009

TIME: 1:16 PM

TO FAX NO.: 916-323-3018

SUBJECT: Notice of Exemption

FROM: Randy Van Gelder

PLEASE DIRECT THIS TO THE ATTENTION OF: State Clearinghouse - Office of Planning

NUMBER OF PAGES OF THIS TRANSMISSION, INCLUDING THIS PAGE: 3

MESSAGE/SPECIAL COMMENTS:

- ☐ A copy of this transmission will follow by regular mail.
- ☐ Please call sender upon receipt of this transmission.
- ☐ Other:

Water Exchange Agreement – Crestline Lake Arrowhead Water Agency and San Bernardino Valley Municipal Water District dated October 30, 2009

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

391771

Valley SAN BERNARDINO MUNICIPAL WATER DISTRICT

P.O. BOX 5906
SAN BERNARDINO, CA 92412
(909) 387-9200

GENERAL FUND

Wells Fargo Bank, N.A.
California

16-24-1220

11/2/2009

PAY
TO THE
ORDER OF CLERK OF THE BOARD

$ **50.00

Fifty and 00/100********** DOLLARS

CLERK OF THE BOARD
SAN BERNARDINO COUNTY

MEMO

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈391771⑈ ⑆122000247⑆060768588O⑈

San Bernardino Valley Municipal Water District

391771

CLERK OF THE BOARD		11/2/2009	
60 · TAXES & LICENSES	NOE - WATER EXCHANGE AGREEMENT 1000 AF OF SWP FROM CLAWA TO SBVMWD		50.00

CHECKING 50.00

San Bernardino Valley Municipal Water District

391771

CLERK OF THE BOARD		11/2/2009	
60 · TAXES & LICENSES	NOE - WATER EXCHANGE AGREEMENT 1000 AF OF SWP FROM CLAWA TO SBVMWD		50.00

CHECKING 50.00

PRODUCT DLT104 USE WITH 91663 ENVELOPE MCBEE To Reorder: 1-800-662-2331 or www.mcbeeinc.com PRINTED IN U.S.A. A

A

STATE OF CALIFORNIA – CALIFORNIA NATURAL RESOURCES AGENCY ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF WATER RESOURCES
1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 942360001
(916) 653-5791

December 7, 2009

Ms. Roxanne Holmes, General Manager
Crestline-Lake Arrowhead Water Agency
Post Office Box 3880
Crestline, California 92325

Mr. Randy Van Gelder, General Manager
San Bernardino Valley Municipal Water District
Post Office Box 5906
San Bernardino, California 94212-5906

This Letter Agreement is in response to Crestline-Lake Arrowhead Water Agency's (CLAWA) letter requesting the Department of Water Resources' (DWR) approval for the exchange of up to 1,000 acre-feet of State Water Project (SWP) Table A water between San Bernardino Valley Municipal Water District (SBVMWD) and CLAWA. SBVMWD will take delivery of, and store within its groundwater basin, up to 1,000 acre-feet of CLAWA's 2009 Table A water by December 31, 2009. In exchange CLAWA may take back from SBVMWD's future Table A water allocations 650 acre-feet of water at CLAWA's option, no later than December 31, 2018 as an unequal exchange. However, to remain a bona fide exchange, at least one half of the water delivered to SBVMWD under this Agreement must be returned to CLAWA by December 18, 2019. There will be no monetary payments between CLAWA and SBVMWD for this exchange of Table A water. The point of exchange shall be Silverwood Lake.

In the event that the SBVMWD Basin Technical Advisory Committee makes a determination in any year that high groundwater conditions exist in the San Bernardino Basin, resulting in the flow of water out of the that basin, the quantity of water not yet returned to CLAWA will be reduced by 10 percent. In the event that such conditions do occur in any year, however, SBVMWD and CLAWA would advise DWR of the reduction in the quantity of water remaining to be returned to CLAWA pursuant to this Agreement.

DWR will file a Notice of Exemption based on California Environmental Quality Act Guidelines Section 15301 with the following description of this exchange of water: the proposed project is a water management operation using only existing facilities for the exchange of water from one SWP contractor to another SWP contractor, the limited term transfer will not support new development or a change in land use, and the transfer is wholly within the SWP place of use. DWR is willing to approve the delivery of up to 1,000 acre-feet of CLAWA's 2009 SWP Table A water to SBVMWD in exchange for the return of up to 650 acre-feet of SBVMWD's Table A water subject to the following terms and conditions:

GENERAL PROVISIONS

1. DWR's approval under this Agreement is unique and shall not be considered a precedent for future agreements.

2. This Agreement shall become effective on the date of execution by all the parties and shall provide for the delivery of water to SBVMWD as of December 31, 2009. This Agreement shall terminate upon the delivery of all return water to CLAWA under this Agreement or by December 31, 2018, whichever comes first.

3. The delivery and return of water pursuant to this Agreement shall be contingent on, and subject to, any necessary approvals and shall be governed by the terms and conditions of such approval(s) and any other applicable regulations. CLAWA and SBVMWD shall be responsible for complying with all applicable laws and regulations and for securing any required consent, permit, or order. CLAWA and SBVMWD shall furnish to DWR copies of all approvals and agreements required for the delivery of water under this Agreement.

4. DWR will maintain records documenting the conveyance of up to 1,000 acre-feet of CLAWA's 2009 SWP Table A water to SBVMWD and the return delivery of water to CLAWA. CLAWA and SBVMWD shall certify to the State Water Project Analysis Office (Attention: Chief, Water Contracts Branch, Fax (916) 653-9628) the amount of CLAWA's approved 2009 Table A water delivered to SBVMWD and the return delivery of water from SBVMWD to CLAWA under this Agreement by January 31st of the year following the actual delivery.

WATER DELIVERY FROM CLAWA TO SBVMWD

5. The water delivered to SBVMWD shall be from CLAWA's allocation of 2009 approved Table A water.

6. The delivery of a portion of CLAWA's 2009 Table A water to SBVMWD shall be in accordance with a schedule reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.

7. Pursuant to Paragraph 6, CLAWA shall obtain SBVMWD's approval for the water delivery schedule before submitting a schedule to DWR. All water delivery schedules and revisions shall be in accordance with Article 12 of CLAWA's and SBVMWD's respective long-term Water Supply contracts with DWR.

8. Pursuant to Paragraphs 5, 6, and 7, DWR will deliver up to 1,000 acre-feet of CLAWA's 2009 Table A water to SBVMWD's service area, Reach 26A of the California Aqueduct by December 31, 2009.

9. CLAWA and SBVMWD shall submit revised monthly water delivery schedules for approval to the State Water Project Analysis Office, Water Deliveries Section, indicating timing and point of delivery requested pursuant to this Agreement with reference to SWPAO #09079. Revised schedules shall be sent by electronic mail to SWPDeliveries@water.ca.gov or by FAX to (916) 653-9628, Attention: Chief, Water Deliveries Section.

10. CLAWA and SBVMWD shall submit weekly water schedules for the delivery of water pursuant to this Agreement to the Southern Field Division, Water Operations Section, indicating timing and point of delivery requested with reference to SWPAO #09079. Schedules shall be sent by electronic mail to SFDwaterschedule@water.ca.gov or by FAX to (661) 294-3651, Attention: Chief, Water Operations Section.

RETURN WATER DELIVERED FROM SBVMWD TO CLAWA

11. SBVMWD shall return at least half of the quantity of water advanced by CLAWA by December 31, 2018. The return water delivered to CLAWA shall be Table A water allocated to SBVMWD in the year water is returned. In the event that at least half of the water advanced is not returned to CLAWA by August 31, 2018, DWR, in coordination with CLAWA and SBVMWD, shall expedite the return of water to CLAWA by so scheduling SBVMWD's Table A by December 31, 2018.

12. The return of water under this Agreement by SBVMWD to CLAWA shall be in accordance with a schedule reviewed and approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.

13. Pursuant to Paragraph 11, SBVMWD shall obtain CLAWA's approval for the proposed delivery schedule, before submitting a schedule to DWR. All water delivery schedules and revisions shall be in accordance with Article 12 of CLAWA's and SBVMWD's long-term Water Supply contracts with DWR.

14. Pursuant to Paragraphs 11 and 12, DWR will deliver a portion of SBVMWD's Table A water scheduled for delivery to SBVMWD's service area to CLAWA's service area in Reach 24 of the California Aqueduct.

NO IMPACT

15. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to SWP approved Table A water or to any other SWP approved water allocations, water deliveries, or SWP/CVP operations and facilities. CLAWA and SBVMWD shall be responsible for any adverse impacts that may result from the exchange of water as determined by DWR.

SWP ALLOCATION

16. Water returned to CLAWA pursuant to this Agreement shall not be considered by DWR in the determination of approved annual Table A deliveries to or allocation of other SWP water to CLAWA under Article 18 of CLAWA's long-term Water Supply contract with DWR.

CHARGES

17. CLAWA and SBVMWD shall pay the following charges, including all future adjustments, which shall be calculated in the same manner as charges are calculated for SWP Table A deliveries and shall be in accordance with the provisions of CLAWA's and SBVMWD's long-term Water Supply contracts with DWR. Charges shall be determined for the year the water is delivered, and the year the water is returned.

    a. When a portion of CLAWA's approved 2009 Table A water is made available to SBVMWD at Reach 24, CLAWA shall pay to DWR the charges associated with the delivery of the water from the Delta to the point of delivery at Silverwood Lake, Reach 24. The charges associated with such delivery will be the 2009 Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge and the 2009 Off-Aqueduct Power Facilities Cost for each acre-foot of water delivered.

    b. DWR will deliver water made available by CLAWA at Silverwood Lake, Reach 24 to SBVMWD turnouts at Reach 26A. The charges associated with such delivery will be the 2009 Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge and the 2009 Off-Aqueduct Power Facilities Cost for each acre-foot of water delivered. SBVMWD will be charged at the Variable rate calculated from Reach 24 to Reach 26A.

c. In any year that a portion of SBVMWD's future Table A water is returned to CLAWA pursuant to this Agreement, SBVMWD shall pay to DWR the charges associated with the delivery of the return water from the Delta to CLAWA's turnouts in Reach 24 of the California Aqueduct. The charges associated with the return water will be the Variable Operation, Maintenance, Power, and Replacement components of the Transportation charges and the Off-Aqueduct Power Facilities Cost for each acre-foot of water delivered in effect for the year in which the water is returned to CLAWA.

18. In addition to the charges identified above, CLAWA and SBVMWD agree to pay to DWR any additional identified demonstrable increase in costs that would otherwise be borne by the SWP contractors not signatory to this Agreement or by DWR, as a result of activities pursuant to this Agreement.

19. Payment terms shall be in accordance with CLAWA's and SBVMWD's long-term Water Supply contracts with DWR.

LIABILITY

20. Responsibility for water delivered pursuant to this Agreement shall be governed by Article 13 of CLAWA's and SBVMWD's long-term Water Supply contracts, with responsibilities under the terms of that article shifting from DWR to CLAWA and SBVMWD when the water passes through their respective turnouts.

21. In the event of a claim of liability against DWR or its Directors, officers, or employees, jointly or severally, that arises as a result of this Letter Agreement, CLAWA and SBVMWD shall defend, indemnify, and hold DWR and any of its Directors, officers, and employees harmless from any such claim, except to the extent that such claim arises from the sole negligence or willful misconduct of DWR.

EXECUTION

22. This Letter Agreement may be executed in counterpart. The parties agree to accept facsimile or electronically scanned signatures as original signatures. The Agreement shall take effect as soon as all parties have signed.

23. Immediately after execution, SBVMWD and CLAWA shall transmit a copy of the executed Letter Agreement by facsimile or electronically to Robert Cooke, Chief, State Water Project Analysis Office at (916) 653-9628 or cooke@water.ca.gov and to each other at.

CLAWA: (909) 338-3686 or Michael.riddell@bbklaw.com
SBVMWD: (909) 387-9247 or dough@sbvmwd.com

If CLAWA or SBVMWD needs a Board of Directors' approval of this Letter Agreement, that party shall send a facsimile or electronically scanned copy of the board approval to the other two parties. If you have any questions or need additional information, please contact me at (916) 653-4313 and refer to SWPAO #09079.

Sincerely,

Robert B Cooke

Robert B. Cooke, Chief
State Water Project Analysis Office
ACCEPTED:

CRESTLINE-LAKE ARROWHEAD WATER DISTRICT

Roxanne M. Holmes
Signature

General Manager
Title

12/08/09
Date

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

Signature

Title

Date

cc: Mr. Terry Erlewine, General Manager
State Water Contractors
1121 L Street, Suite 1050
Sacramento, California 95814

If CLAWA or SBVMWD needs a Board of Directors' approval of this Letter Agreement, that party shall send a facsimile or electronically scanned copy of the board approval to the other two parties. If you have any questions or need additional information, please contact me at (916) 653-4313 and refer to SWPAO #09079.

Sincerely,

Robert B Cooke

Robert B. Cooke, Chief
State Water Project Analysis Office
ACCEPTED:

CRESTLINE-LAKE ARROWHEAD WATER DISTRICT

_____
Signature

_____
Title

_____
Date

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

[signature]
Signature

General Manager
Title

12/7/2009
Date

cc: Mr. Terry Erlewine, General Manager
State Water Contractors
1121 L Street, Suite 1050
Sacramento, California 95814

CRESTLINE-LAKE ARROWHEAD WATER AGENCY

A Public Agency
P.O. BOX 3880 PHONE (909) 338-1779
24116 CREST FOREST DRIVE
CRESTLINE, CALIFORNIA 92325

Directors
STEPHEN L. PLEASANT, President
BRUCE D. RISHER
NORMAN C. MEEK
THOMAS L. SUTTON
KENNETH A. EATON
Secretary
JENNIFER A. SPINDLER
General Manager
ROXANNE M. HOLMES

November 20, 2009

Randy Van Gelder, General Manager
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
P.O. Box 5906
San Bernardino, CA 92412

RE: 2009 Water Exchange Agreement

Dear Randy:

The purpose of this letter is to address an issue that has been raised by the Department of Water Resources regarding the Water Exchange Agreement which we both executed on October 22, 2009. As you know, that agreement provides that of the 2,000 acre-feet of water which has been and will be delivered to the District from the Agency's 2008 and 2009 allocations, the Agency will have until the end of 2018 to take back 1,650 acre-feet of exchange water from the District's future allocations. The agreement further provides that in any year in which the District experiences high groundwater conditions, resulting in the loss of water from the Basin, the quantity of water not yet returned to the Agency by way of exchange will be reduced by 10%. That 10% reduction will apply in each year that such high groundwater conditions may occur.

Craig Trombly at DWR has pointed out that exchange agreements such as this must provide for the return of no less than 50% of the water delivered to the exchange partner. Although it is extremely unlikely that we would experience multiple years of heavy precipitation between now and the end of 2018, DWR is nonetheless concerned that the 10% reduction provision theoretically could result in the return of less than half of the 2,000 acre-feet of water delivered to the District pursuant to the 2008 and 2009 Water Exchange Agreements.

In order to eliminate that possibility, we have agreed that if the 10% reduction provision is applied in multiple years, the last year of which would result in a cumulative loss of 650 acre-feet of water or more, in that year the Agency will take back all of the

remainder of the exchange water not yet returned to the Agency so that no more than a cumulative total of 649 acre-feet of water is lost due to the application of that 10% reduction provision. This agreement between us is consistent with the Water Exchange Agreements already executed and thus does not require an amendment of either the 2008 or the 2009 Water Exchange Agreement.

If this letter correctly states the agreement that we have reached regarding the timing of the return of exchange water to the Agency, please sign and return one of the two duplicate originals of this letter, both of which I have already signed. Upon receipt of the duplicate original bearing your signature, I will send a copy to Craig Trombly as written assurance that the exchange arrangement between the Agency and the District will in fact comply with the approved policy which DWR is applying uniformly to all such exchange arrangements.

Yours very truly.

Roxanne M. Holmes,
General Manager

This letter correctly and accurately reflects the agreement between the Agency and the District.

Randy Van Gelder

DEPARTMENT OF WATER RESOURCES
1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 942360001
(916) 653-5791

Ms. Roxanne Holmes, General Manager
Crestline-Lake Arrowhead Water Agency
Post Office Box 3880
Crestline, California 92325

Mr. Douglas Headrick, General Manager
San Bernardino Valley Municipal Water District
Post Office Box 5906
San Bernardino, California 94212-5906

This is in response to your letter dated October 6, 2009 in which you requested that we amend the Letter Agreement SWPAO #08063, dated December 17, 2008, among the Department of Water Resources (DWR), Crestline-Lake Arrowhead Water Agency (CLAWA), and San Bernardino Valley Municipal Water District (SBVMWD) to exchange up to 1,000 acre-feet of CLAWA's 2008 State Water Project (SWP) Table A water with SBVMWD.

As described in the original Agreement's introductory paragraph, the quantity of Table A water to be exchanged is up to 1,000 acre-feet and to be returned as a 1 acre-foot for 1 acre-foot exchange. CLAWA and SBVMWD have agreed the returned Table A exchange water will now be subject to high groundwater conditions which could reduce the amount of water available for return to CLAWA. However, to remain a bona fide exchange, at least half the water delivered to SBVMWD must ultimately be returned to CLAWA by December 3, 2018. Paragraph 11 of the original Agreement #08063 provides for the return of all exchange water to CLAWA by December 31, 2011 and water to be scheduled by August 31, 2011 if all water has not been returned prior to that date. CLAWA and SBVMWD have agreed to extend the water return time to December 31, 2018 and schedule it by August 31, 2018. The details of this request are noted in the "Water Exchange Agreement and Amendment of Demonstration Project" signed by CLAWA and SBVMWD on October 22, 2009.

Accordingly, the original agreement is amended as follows:

Provision 2 shall now read:

2. This Agreement shall become effective on the date of execution by all the parties and shall provide for the delivery of water to SBVMWD as of December 31, 2008. This Agreement shall terminate upon the delivery of all return water to CLAWA under this Agreement or by December 31, 2018, whichever comes first.

Provision 11 shall now read:

11. SBVMWD shall return at least half of the water advanced to CLAWA by December 31, 2018. The return water delivered to CLAWA shall be Table A water allocated to SBVMWD in the year water is returned. In the event that at least half of the water advance is not returned to CLAWA by August 31, 2018, DWR, in coordination with CLAWA and SBVMWD, shall expedite the return of water to CLAWA by so scheduling SBVMWD's Table A by December 31, 2018.

A new term is added to the original Agreement to read:

In the event that SBVMWD's Basin Technical Advisory Committee makes a determination in any year that high groundwater conditions exist in the San Bernardino Basin, resulting in the flow of water out of that basin, the quantity of

water not yet returned to CLAWA will be reduced by 10 percent. In the event that such conditions do occur in any year, SBVMWD and CLAWA will advise DWR of the reduction in the quantity of water remaining to be returned to CLAWA pursuant to this Agreement.

If you agree to the terms and conditions of this Amendment, please sign and date all four originals. After signing, forward all four originals to SBVMWD for their signature and request that they return two executed originals to Robert Cooke, Chief, State Water Project Analysis Office, Department of Water Resources, Post Office Box 942836, Sacramento, California 94236-0001. SBVMWD will retain one executed original and return one executed original to CLAWA for their respective records. Please send a copy of the Board of Directors approval of this amendment, if such approval is required. This Amendment will not take effect until signed by both CLAWA and SBVMWD.

If you have any questions or need additional information, you may contact Craig Trombly, of my staff at (916) 653-6250, and refer to SWPAO #08063-A.

Sincerely,

Robert B Cooke

Robert B. Cooke, Chief
State Water Project Analysis Office

ACCEPTED:

CRESTLINE-LAKE ARROWHEAD WATER DISTRICT

Roxanne M. Holmes
Signature

Title

Date

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

Douglas A. Headrick
Signature

General Manager
Title

2-16-2010
Date

Enclosures

cc: Mr. Terry Erlewine, General Manager
State Water Contractors
1121 L Street, Suite 1050
Sacramento, California 95814

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

RECEIVED

BOARD OF WATER COMMISSIONERS

TONI CALLICOTT
President

Commissioners
B. WARREN COCKE
NORINE I. MILLER
LOUIS A. FERNANDEZ
WAYNE HENDRIX



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General Manager
ROBIN L. OHAMA
Deputy General Manager
MATTHEW H. LITCHFIELD, P.E.
Director of Water Utility
JOHN A. CLAUS
Director of Water Reclamation
ROBIN L. OHAMA
Acting Director of Finance
VALERIE HOUSEL
Director of Environmental &
Regulatory Compliance

"Trusted, Quality Service since 1905"

September 16, 2009

Anthony Araiza
General Manager
West Valley Water District
P. O. Box 920
Rialto, CA 92377

Randy Van Gelder
General Manager
San Bernardino Valley Municipal Water District
P.O. Box 5906
San Bernardino, CA 92412-5906

Dear Messrs. Araiza, Van Gelder:

This will confirm the understanding reached today, September 16, 2009, regarding the contributions to replenishment to be made by West Valley Water District in conjunction with deliveries through the Baseline Feeder of water from the Bunker Hill Basin by the City of San Bernardino Municipal Water Department (San Bernardino).

As all parties are aware, for several years, San Bernardino has been producing treated water for delivery to the Baseline Feeder. San Bernardino Valley Municipal Water District (Valley District) pays San Bernardino for all direct costs related to the delivery and then bills West Valley Water District and the city of Rialto, based on allocated deliveries. Deliveries have been made pursuant to periodic negotiations and a purchase order between San Bernardino and Valley District. Last year, it is San Bernardino's understanding, West Valley Water District (WVWD) and Rialto asked Valley District for assurances that San Bernardino's deliveries would continue, at least for a short term. San Bernardino and Valley District began negotiating the terms of a three-year contract for delivery of water to the Baseline Feeder.

It was San Bernardino's position that the costs of the delivered water should include some amount for replenishment of the Bunker Hill Basin. Meanwhile, invoicing for fiscal year 2009/2010 has been delayed, pending resolution of the replenishment issue.

300 North "D" Street, San Bernardino, California 92418 P.O. Box 710, 92402 Phone: (909) 384-5141
FACSIMILE NUMBERS: Administration: (909) 384-5215 Engineering: (909) 384-5532 Customer Service: (909) 384-7211
Corporate Yards: (909) 384-5260 Water Reclamation Plant: (909) 384-5258

SBVMWD LEGAL
DOCUMENT 2255

The following represents our agreement:

1. For fiscal year 2009/2010, there will be **no** amount added for replenishment. This is because WVWD has already committed to pay $72,000 for approximately 1200 acre-feet of replenishment for water year 2009/2010; and

2. For the three-year contract period, in each of the contract years, WVWD agrees to pay Valley District for State Project Water to be delivered to Sweetwater, Devil Canyon and Waterman basins (at San Bernardino's choice) in an amount equal to the cost of one-quarter (1/4) of the amount of water delivered to the Baseline Feeder for WVWD's benefit.

An example: WVWD receives 3000 acre-feet delivered to it in Year 1 of the contract. WVWD pays Valley District (or allows Valley District to draw down from WVWD's account) the amount of money necessary to pay for 750 acre-feet of water. The possibility exists that Valley District will discount that water, thereby providing more water for the money

Thank you for your courtesy and cooperation in resolving this issue.

Very truly yours,

City of San Bernardino
Municipal Water Department

Stacey R. Aldstadt
General Manager

SRA:als

cc: DMS
R. Ohama, SBMWD
D. Headrick, Valley District
T. Crowley, WVWD
A. Hitchings, Somach

Please sign below to indicate your agreement and concurrence.

Anthony Araiza, WVWD — Date 9-28-09

Randy Van Gelder, Valley District — Date 9/28/2009

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

BOARD OF WATER COMMISSIONERS

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JUDITH VALLES

STACEY R. ALDSTADT
General Manager
ROBIN L. OHAMA
Deputy General Manager
MATTHEW H. LITCHFIELD, P.E.
Director of Water Utility
JOHN A. CLAUS
Director of Water Reclamation
WILLIAM M. KOLBOW, C.P.A
Director of Finance
JENNIFER L. SHEPARDSON
Director of Environmental &
Regulatory Compliance

"Trusted, Quality Service since 1905"

September 30, 2013

Mr. Douglas Headrick, P.E.
General Manager
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408

Dear Mr. Headrick:

The purpose of this letter is to extend the understanding reached on September 16, 2009, regarding the contributions to replenishment to be made by West Valley Water District (WVWD) and the City of Rialto in conjunction with deliveries through the Baseline Feeder of water from the Bunker Hill Basin by the City of San Bernardino Municipal Water Department (San Bernardino) via the Encanto Booster Station.

As all parties are aware, for several years, San Bernardino has been producing treated water for delivery to the Baseline Feeder. San Bernardino Valley Municipal Water District (Valley District) pays San Bernardino for all direct costs related to the delivery and then bills WVWD and the city of Rialto, based on allocated deliveries. Deliveries have been made pursuant to periodic negotiations and a purchase order between San Bernardino and Valley District. In 2012, Valley District and WVWD placed two (2) new wells online that make deliveries to the Baseline Feeder. This has reduced San Bernardino's deliveries to the Baseline Feeder significantly, especially during winter and spring months. However, San Bernardino continues to make periodic deliveries during the summer months through the Encanto Booster Station.

It continues to be San Bernardino's position that the costs of the delivered water should include a 25 percent replenishment obligation of the Bunker Hill Basin.

The following represents our agreement:

1. The term of this agreement will be for five (5) years.

2. For the five-year contract period, in each of the contract years, Valley District agrees to invoice the West Valley Water District and the City of Rialto for State Project Water to be delivered to the Waterman basin in an amount equal to the cost of one-quarter (1/4) of the amount of water delivered to the Baseline Feeder for WVWD's/Rialto's benefit through the Encanto Booster Station.

Thank you for your courtesy and cooperation.

Very truly yours,

City of San Bernardino
Municipal Water Department

Robin Ohama for
Stacey R. Aldstadt
General Manager

SRA:MHL:swd

cc: R. Ohama, SBMWD
A. Hitchings, Somach

Please sign below to indicate your agreement and concurrence.

Douglas H. Headrick
Douglas Headrick, Valley District

10/4/13
Date

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD

DIVISION OF WATER RIGHTS

PERMIT FOR DIVERSION AND USE OF WATER

PERMIT 21264

Application **31165** of **San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County**
P.O. Box 5906
San Bernardino, CA 92412-5906

filed on **March 21, 2001**, has been approved by the State Water Resources Control Board (State Water Board or Board) SUBJECT TO PRIOR RIGHTS and to the limitations and conditions of this permit.

Permittee is hereby authorized to divert and use water as follows:

1. Source of water

Source:	Tributary to:
Santa Ana River (1, 3, 6, 9, 10)	**Pacific Ocean**
Bear Creek (2)	**Santa Ana River thence Pacific Ocean**
Breakneck Creek (4)	**Santa Ana River thence Pacific Ocean**
Keller Creek (5)	**Santa Ana River thence Pacific Ocean**
Alder Creek (7)	**Santa Ana River thence Pacific Ocean**

within the County of **San Bernardino.**

SBVMWD LEGAL
DOCUMENT 2276

2. Location of points of diversion (POD) and points of rediversion (POR)

By California Coordinate System of 1983, Zone **5**	40-acre subdivision of public land survey or projection thereof	Section	Township	Range	Base and Meridian
POD & POR #1: Seven Oaks Dam North 1,866,500 ft. and East 6,835,000 ft.	**NE¼ of NW¼**	**4**	**01S**	**02W**	**SB**
POD #2: North 1,882,500 ft. and East 6,859,600 ft.	**SE¼ of NE¼**	**19**	**01N**	**01W**	**SB**
POD #3: North 1,882,400 ft. and East 6,859,700 ft.	**SE¼ of NE¼**	**19**	**01N**	**01W**	**SB**
POD #4: North 1,880,900 ft. and East 6,858,100 ft.	**NW¼ of SE¼**	**19**	**01N**	**01W**	**SB**
POD #5: North 1,877,700 ft. and East 6,846,200 ft.	**NW¼ of NE¼**	**26**	**01N**	**02W**	**SB**
POD #6: North 1,876,700 ft. and East 6,846,700 ft.	**SW¼ of NE¼**	**26**	**01N**	**02W**	**SB**
POD #7: North 1,877,100 ft. and East 6,843,600 ft.	**NW¼ of NW¼**	**26**	**01N**	**02W**	**SB**
POR #8: North 1,865,800 ft. and East 6,837,100 ft.	**SE¼ of NE¼**	**4**	**01S**	**02W**	**SB**
POD & POR #9: North 1,864,900 ft. and East 6,835,000 ft.	**SE¼ of NW¼**	**4**	**01S**	**02W**	**SB**
POD & POR #10: North 1,862,800 ft. and East 6,834,000 ft.	**SW¼ of SW¼**	**4**	**01S**	**02W**	**SB**

3. Purpose of use	4. Place of use	Section	Township	Range	Base and Meridian	Acres
Municipal, Industrial, Irrigation, Heat Control, Frost Protection and Recreational uses	**San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County's Service Areas***					

*The place of use is shown on maps dated June 7, 2010 and filed with the State Water Board.

5a. The water appropriated shall be limited to the quantity which can be beneficially used and shall not exceed **400** cubic feet per second (cfs) by direct diversion and **100,000** acre-feet per annum (afa) by underground and/or surface storage to be diverted from **January 1** to **December 31** of each year. The amount of surface storage at Seven Oaks Dam shall not exceed 50,000 afa. The maximum rate of diversion to underground storage shall not exceed 400 cfs. The total amount of water to be taken from the sources shall not exceed 100,000 acre-feet (af) per water-year of October 1 to September 30. The total rate for water to be taken from the sources for either direct use and/or underground storage shall not exceed 800 cfs.

(0000005E)

5b. The total quantity of water to be taken from the sources under both Application 31165 and Application 31370 shall not exceed 198,317 af per water-year of October 1 to September 30. The total amount of water diverted to storage at Seven Oaks Dam under both Applications 31165 and 31370 shall not exceed 50,000 af per water-year of October 1 to September 30. The total combined rate for water to be taken from the sources under Applications 31165 and 31370 for either direct use, underground storage, and/or offstream surface storage shall not exceed an instantaneous rate of 1,250 cfs.

(0000005L)

6. The amount authorized for appropriation may be reduced in the license if investigation warrants.

(0000006)

7. Construction work and the application of water to beneficial use shall be prosecuted with reasonable diligence. Actual construction shall begin no later than June 30, 2010 and be completed by October 1, 2020. Water shall be put to full beneficial use by December 31, 2059.

(0000009)

8. Progress reports shall be submitted promptly by Permittee when requested by the State Water Board until a license is issued.

(0000010)

9. Permittee shall allow representatives of the State Water Board and other parties, as may be authorized from time to time by said State Water Board, reasonable access to project works to determine compliance with the terms of this permit.

(0000011)

10. Pursuant to California Water Code sections 100 and 275, and the common law public trust doctrine, all rights and privileges under this permit and under any license issued pursuant thereto, including method of diversion, method of use, and quantity of water diverted, are subject to the continuing authority of State Water Board in accordance with law and in the interest of the public welfare to protect public trust uses and to prevent waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of said water.

The continuing authority of the State Water Board may be exercised by imposing specific requirements over and above those contained in this permit with a view to eliminating waste of water and to meeting the reasonable water requirements of Permittee without unreasonable draft on the source. Permittee may be required to implement a water conservation plan, features of which may include but not necessarily be limited to: (1) reusing or reclaiming the water allocated; (2) using water reclaimed by another entity instead of all or part of the water allocated; (3) restricting diversions so as to eliminate agricultural tailwater or to reduce return flow; (4) suppressing evaporation losses from water surfaces; (5) controlling phreatophytic growth; and (6) installing, maintaining, and operating efficient water measuring devices to assure compliance with the quantity limitations of this permit and to determine accurately water use as against

reasonable water requirements for the authorized project. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such specific requirements are physically and financially feasible and are appropriate to the particular situation.

The continuing authority of the State Water Board also may be exercised by imposing further limitations on the diversion and use of water by the Permittee in order to protect public trust uses. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such action is consistent with California Constitution Article X, Section 2; is consistent with the public interest; and is necessary to preserve or restore the uses protected by the public trust.

(0000012)

11. The quantity of water diverted under this permit and under any license issued pursuant thereto is subject to modification by the State Water Board if, after notice to the Permittee and an opportunity for hearing, the State Water Board finds that such modification is necessary to meet water quality objectives in water quality control plans which have been or hereafter may be established or modified pursuant to Division 7 of the Water Code. No action will be taken pursuant to this paragraph unless the State Water Board finds that: (1) adequate waste discharge requirements have been prescribed and are in effect with respect to all waste discharges which have any substantial effect upon water quality in the area involved, and (2) the water quality objectives cannot be achieved solely through the control of waste discharges.

(0000013)

12. This permit does not authorize any act that results in the taking of a threatened or endangered species or any act that is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & G. Code, §§ 2050-2097) or the federal Endangered Species Act (16 U.S.C.A. §§ 1531-1544). If a "take" will result from any act authorized under this water right, the Permittee shall obtain authorization for an incidental take prior to construction or operation of the project. Permittee shall be responsible for meeting all requirements of the applicable Endangered Species Act for the project authorized under this permit.

(0000014)

13. Permittee shall maintain records of the amount of water diverted and used to enable State Water Board to determine the amount of water that has been applied to beneficial use pursuant to Water Code section 1605.

(0000015)

14. This permit shall not be construed as conferring upon the Permittee right of access to the point of diversion.

(0000022)

15. Permittee shall consult with the Division of Water Rights (Division) and, within one year from the date of this permit, shall submit to the State Water Board its Urban Water Management Plan as prepared and adopted in conformance with section 10610, et seq. of the California Water Code, supplemented by any additional information that may be required by the Board.

All cost effective measures identified in the Urban Water Management Plan and any supplements thereto shall be implemented in accordance with the schedule for implementation found therein.

(0000029A)

16. If it is determined after permit issuance that the as-built conditions of the project are not correctly represented by the map(s) prepared to accompany the application, Permittee shall, at his expense have the subject map(s) updated or replaced with equivalent as-built map(s).

Said revision(s) or new map(s) shall be prepared by a civil engineer or land surveyor registered or licensed in the State of California and shall meet the requirements prescribed in section 715 and sections 717 through 723 of the California Code of Regulations, Title 23. Said revision(s) or map(s) shall be furnished upon request of the Chief of the Division of Water Rights[1].

(0000030)

17. No work shall commence and no water shall be diverted, stored or used under this permit until a copy of a stream or lake alteration agreement between the State Department of Fish and Game and the Permittee (DFG) is filed with the Division. Compliance with the terms and conditions of the agreement is the responsibility of the Permittee. If a stream or lake alteration agreement is not necessary for this permitted project, the Permittee shall provide the Division a copy of a waiver signed by DFG.

(0000063)

18. In order to prevent degradation of the quality of water during and after construction of the project, prior to commencement of construction undertaken after issuance of the permit, Permittee shall file a report pursuant to Water Code Section 13260 and shall comply with all waste discharge requirements imposed by the California Regional Water Quality Control Board, Santa Ana Region, or by the State Water Board.

(0000100)

19. Prior to diversion of water under this permit, Permittee shall: (1) install devices to measure the instantaneous rate of diversion and the quantities of water placed into underground storage and (2) install devices to measure or provide documentation of the method to be used to determine the quantity of water recovered from underground storage and placed to beneficial use. All measuring devices and the method of determining the quantity of water placed into and recovered from underground storage shall be approved by the State Water Board prior to diversion of water under this permit. All measuring devices shall be properly maintained. The diversion data shall be posted on Permittee's websites on a weekly basis.

(0080117)

20. The Permittee shall obtain all necessary state and local agency permits required by other agencies prior to construction and diversion of water. Copies of such permits and approvals shall be forwarded to the Deputy Director for Water Rights (Deputy Director).

(0000203)

21. No debris, soil, silt, cement that has not set, oil, or other such foreign substance will be allowed to enter into or be placed where it may be washed by rainfall runoff into the waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area.

(0000208)

22. The State Water Board adopts and incorporates by reference into this permit the mitigation measures and monitoring and reporting requirements applicable to the impacts of the Project on biological and cultural resources, geology, hazardous material and groundwater contamination, groundwater and surface water hydrology, water quality and public services, utilities and transportation identified in the Final EIR, specifically mitigation measures MM BIO-1, MM BIO-2 and MM BIO-6 through MM BIO-10, MM CR 1 through MM CR 4, MM HAZ 1 through MM HAZ 5, MM GEO-1 through MM GEO-8, MM GW-1, MM SW-2 and MM PS-12. (See attached Table 1.) Permittee must implement the measures to mitigate significant impacts and conduct the required

[1] The Chief of the Division of Water Rights is hereafter referred by the State Water Board as the Deputy Director for Water Rights.

reporting and monitoring of those measures as provided in the Mitigation Monitoring and Reporting Plan adopted on March 21, 2007 by the respective Boards of Directors of San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County. In addition, Permittee shall submit an annual report to the Deputy Director that includes the results of the Mitigation Monitoring and Reporting Program. The State Water Board reserves jurisdiction to require any reasonable amendments to these measures and requirements to ensure that they will accomplish the stated goal.

(0400500)

23. The State Water Board adopts and incorporates by reference into this permit the mitigation measures and monitoring and reporting requirements applicable to the cumulative impacts of the Project on biological and cultural resources, geology, hazardous material and groundwater contamination, groundwater and surface water hydrology and water quality, and public services, utilities and transportation identified in the EIR, specifically mitigation measures MM Cumulative BIO-1, MM Cumulative CR-1, MM Cumulative CR-2, MM Cumulative HAZ-1, MM Cumulative SW-1 and MM Cumulative GW-1. (See attached Table 2.) Permittee must implement the measures to mitigate cumulative impacts and conduct the required reporting and monitoring of those measures as provided in the Mitigation Monitoring and Reporting Plan adopted by the respective Boards of Directors of San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County on March 21, 2007. In addition, Permttee shall submit to the Deputy Director an annual report that includes the results of the Mitigation Monitoring and Reporting Program. The State Water Board reserves jurisdiction to require any reasonable amendments to these measures and requirements to ensure that they will accomplish the stated goal.

(0400500)

24. This permit shall not be construed as conferring upon Permittee right of access to facilities of the U.S. Army Corps of Engineers and the Santa Ana River Mainstem Local Sponsors.

(0000022)

25. This permit is specifically subject to the prior rights of Bear Valley Mutual Water Company, City of Redlands, East Valley Water District, Lugonia Water Company, North Fork Water Company and Redlands Water Company to divert the first 88 cfs of the natural flow of the Santa Ana River pursuant to pre-1914 appropriative rights, to the extent that such rights may exist.

(0400500)

26. This permit is specifically subject to the prior rights of San Bernardino Valley Water Conservation District under Licenses 2831 and 2832 issued pursuant to Applications 2217 and 4807, and any valid pre-1914 appropriative right confirmed by the Court.

(0400500)

27. Nothing in this permit shall be construed as authorizing any diversions contrary to the provisions of the December 19, 2002 Biological Opinion issued by United States Fish and Wildlife Service for operation of Seven Oaks Dam, as may be revised in the future, including flow releases for downstream over-bank inundation to preserve State and federally listed threatened and endangered species and their habitat.

(0600500)

28. Permittee shall only divert water at points of diversion 5 though 10 in compliance with the terms and conditions of Federal Energy Regulatory Commission (FERC) license Project No. 1933 and 401 water quality certification as well as any future FERC licenses and 401 water quality certifications.

(0560900)

29. Permittee shall not, without the prior written consent of Southern California Edison (SCE), construct, operate or maintain diversion works at points of diversion located upstream of the flood inundation pool of Seven Oaks Dam in a manner that interferes with the operation and maintenance of the hydroelectric works licensed to SCE by the Federal Energy Regulatory Commission (FERC) license for Project No. 1933. Permittee's diversion of water at such points of diversion shall not interfere with SCE's diversion of water for hydroelectric purposes, again as described in the FERC license for Project No. 1933. Nothing in this permit shall be construed to limit Permittee's diversion of water from such points of diversion at times when the quantity of water available for diversion at such points of diversion exceeds the demand of SCE's facilities to divert water from the Santa Ana River system.

(0430999)

30. This permit shall not be construed as conferring upon Permittee the right of access to Seven Oaks Dam, the points of diversion, the lands necessary for related facilities, or the lands necessary for inundation for water storage. Access to, construction upon, or inundation of National Forest Service lands shall not commence prior to authorization by the Forest Service, in accordance with applicable laws and regulations. Such authorization will require compliance with all applicable federal laws and regulations. Permittee specifically recognizes that completion of the applicable legal process does not guarantee such authorization will be granted, the issuance of this water right permit notwithstanding.

(0000022)

31. This permit shall not be construed as conferring upon Permittee the right of access to Seven Oaks Dam, the points of diversion, and lands necessary for related facilities, or the lands necessary for inundation for water storage. Permittee shall not commence construction and operation of water diversion facilities at Seven Oaks Dam without a written access agreement from the Santa Ana River Mainstem Project Local Sponsors.

(0000022)

32. Flow in the Santa Ana River is highly variable from year to year. Because the face value of this permit is based on a rare storm event, this permit shall not be construed as giving any assurance that such an event will occur. The actual amount of water available for appropriation may be much less.

(0000999)

33. Permittee is required to follow guidance from existing state and federally mandated projects regarding groundwater contaminant plumes within and outside the San Bernardino Basin Area. This includes coordination with appropriate oversight agencies and compliance with policies regarding the remediation of the groundwater contaminant plumes.

(0400800)

34. Permittee shall not use the Cactus Spreading and Flood Control Basins under this permit.

(0400800)

35a. In order to prevent degradation of the quality of water released to the Santa Ana River from storage at Seven Oaks Dam, the State Water Board may modify this permit to set conditions that apply water quality objectives to any release from storage.

35b. No water shall be released from storage of Seven Oaks Dam for purposes of rediversion by Permittee until Permittee has consulted with the Chief Deputy Director for Water Quality or his or her delegee and the Chief Deputy Director has determined that the releases will be consistent with applicable water quality objectives. The releases shall be consistent with any conditions the Chief Deputy Director determines are necessary to ensure compliance with applicable water quality objectives.

(0400800)

36. In order to prevent degradation of water quality during and after construction of the project, prior to commencement of any construction undertaken after issuance of the permit, Permittee shall file a report pursuant to Water Code Section 13260 and shall comply will all waste discharge requirements imposed by the California Regional Water Quality Control Board, Santa Ana Region, or by the State Water Board.

(0290800)

This permit is issued and Permittee takes it subject to the following provisions of the Water Code:

Section 1390. A permit shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code), but no longer.

Section 1391. Every permit shall include the enumeration of conditions therein which in substance shall include all of the provisions of this article and the statement that any appropriator of water to whom a permit is issued takes it subject to the conditions therein expressed.

Section 1392. Every Permittee, if he accepts a permit, does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefor shall at any time be assigned to or claimed for any permit granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any Permittee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any Permittee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

STATE WATER RESOURCES CONTROL BOARD

for James W. Kassel
Victoria A. Whitney
Deputy Director for Water Rights

Dated: JUN 29 2010

Attachments

Table 1: Mitigation Measures

MM BIO-1	Muni/Western will minimize disturbance to native habitats and listed and non-listed sensitive species by the implementation of the following measures at construction sites prior to and during construction. Where ground disturbance is required, the Muni/Western program will include the following: (1) Clearly marking and delineating the limits of the staging areas as well as the construction corridors/zones in the field and graphically on all final construction drawings and blueprints. Personnel and equipment will be prohibited in native habitats outside the construction limits. (2) Biologically sensitive areas, including individuals or colonies of listed and non-listed sensitive plant species and wildlife species, will be identified and delineated in the field prior to ground disturbance (see MM BIO-3) and will be clearly marked graphically on all final construction plans or blueprints so they will be avoided to maximum extent feasible. (3) Use methods to minimize the construction corridor width to the maximum extent feasible in sensitive habitats, such as transporting and stockpiling excavated materials in disturbed area of the right-of-way (ROW), or into other parts of the ROW by truck or conveyor belt. **Employee Training** Implementation of an employee training program. Muni/Western's program will include an initial meeting with all personnel presented by a qualified biologist familiar will all affected species, habitats, and permit conditions. The employee training program will include a discussion of each species, all applicable laws, the permit conditions, and the potential penalties for violating permit conditions. The employee training program will be conducted before construction activities begin. Regular updates will occur during weekly tailgate meetings with construction personnel, and newly hired personnel will be informed of the permit conditions as well as the habitat and species issues before working on the Project site. **On-Site Monitoring** Biological monitoring of habitat clearing activities and removal of sedentary animals, both common and sensitive, within the ROW prior to clearing. This will require a qualified biologist to be at the location of habitat removal before clearing to attempt to remove animals where visible and, during removal activities, to ensure that no inadvertent impacts to adjacent habitats occur. Weekly inspections of the ROW perimeter near work areas will also reduce the potential for inadvertent impacts to adjacent habitat. **Best Management Practices (BMPs)** Dust control. All areas of mechanical ground disturbance, including dirt access roadways, will be consistently moistened to reduce the creation of dust clouds. The frequency of watering will be consistent with the desired goal and in accordance with regional standards and BMPs. Erosion control. Devices such as straw bales and "v" ditches will be installed in areas where construction activities may directly or indirectly cause erosion or sediment deposition on adjacent habitats. Routine removal of trash from construction areas. All refuse, including non-construction materials such as paper and miscellaneous food packaging materials, will be removed from the ROW to prevent littering of the adjacent habitat areas outside of the ROW. At a minimum, site clean-ups should occur weekly. **Listed Species Protection Measures** In areas where the San Bernardino Kangaroo Rat (SBKR) is present, either within or adjacent to the ROW, Muni/Western will install exclusionary fencing where appropriate to reduce the potential for SBKR entering the ROW.

MM BIO-1 (continued)	Specification for the fencing will be particular to the goal of the SBKR exclusion and will be approved by the United States Fish and Wildlife Service (USFWS). Muni/Western may not install fencing in certain areas such as boulder-strewn washes where fence construction may cause substantial habitat disturbance. Following the installation of fencing, the animals within the ROW will be trapped and released within adjacent suitable habitat outside the ROW. These methods will be approved by the USFWS. In areas where the SBKR is present, either within or adjacent to the ROW, Muni/Western will limit construction activities to daylight hours (approximately 7:00 A.M. to 6:00 P.M.). During night hours, no activities that would unnaturally increase the light or noise within adjacent occupied habitat will occur. In areas where the SBKR, coastal California gnatcatcher CAGN, least Bell's vireo, or southwestern willow flycatcher are present either within or adjacent to the ROW, Muni/Western will avoid or reduce construction activities in the vicinity of occupied habitat during the breeding season. Avoidance will take place from March 1 through June 30. In certain areas, avoidance of southwestern willow flycatcher will continue through July 31. Where complete avoidance is not possible, construction activities will be conducted in a manner that attempts to minimize disturbance during early morning hours and avoids the most sensitive breeding months of April and May. In areas where preconstruction sensitive species surveys and other seasonally limited activities such as seed collection and plant propagation are needed, Muni/Western will prepare a calendar of when such activities need to be accomplished and incorporate this into design and construction schedules to ensure that the surveys can be conducted in the appropriate season without causing delays. (Draft EIR page 3.3-37 through 3.3-39; Final EIR Section 2.4.)
MM BIO-2	Muni/Western will develop a Habitat Revegetation, Restoration, and Monitoring Program (Program), obtaining input from CDFG, and USFWS, for implementation in all habitat areas directly affected by construction activities. The Program will include the following measures: **Invasive Species Control** Where appropriate and feasible, the area to be treated will be treated to kill invasive exotics species and limit their seed production before initiating any earthmoving activity with the objectives of: (1) preventing invasive species from spreading from the disturbance area, and (2) removing weed sources from the salvaged topsoil. Herbicides will be used only by a licensed herbicide applicator and may require notification to property owners or resource agencies. The treatment will be completed before earthmoving in order for this mitigation to have its intended effect (e.g., the treatment would need to occur before target species set seed). **Topsoil Salvage and Replacement** In areas where vegetation and soil are to be removed, the topsoil will be salvaged and replaced, where practicable. This may be accomplished using two lifts, the first to salvage the seed bank, and the second to salvage soil along with soil biota in the root zone. Soil will be stockpiled in two areas near the Project site, with the seed bank labeled to identify it. Topsoil will be replaced in the proper layers after final reconfiguration of disturbed areas. Where presence of extensive deposits of boulders and cobbles limit the opportunity to salvage topsoil and make the above-mentioned procedure infeasible, Muni/Western will salvage available surface material and stockpile it for replacement on the surface of the restored area. Stockpiles will be covered if the soil is to be left for an extended period to prevent losses due to erosion and invasion of weeds. **Habitat Rehabilitation and Revegetation** Muni/Western will develop and implement plans and specifications for replanting areas disturbed by the Project. Replanting will be with native species propagated from locally collected seed or cuttings, and, if applicable, will include seed or sensitive species that would be impacted during construction activities.

MM BIO-2 (continued)	Monitoring procedures and performance criteria will be developed by Muni/Western to address revegetation and erosion control. The performance criteria will consider the level of disturbance and the condition of adjacent habitats. Monitoring will continue for three-to-five years, or until performance criteria have been met. Appropriate remedial measures, such as replanting, erosion control or weed control, will be identified and implemented if it is determined that performance criteria are not being met. (Draft EIR page 3.3-39 through 3.3-40; Final EIR Section 2.4.)
MM BIO-6	Prior to ground disturbance or other activities, qualified botanists will survey all proposed construction, staging, stockpile, and access areas for presence of non-listed sensitive plant species. Preconstruction surveys will occur during appropriate season and in accordance with established protocols (if required). These surveys will be conducted in all construction areas that occur in native habitats. In the event that non-listed sensitive plant species are observed in the impact area during pre-Project surveys, Muni/Western will implement the following measures: (a) Colonies will be clearly marked, mapped, and recorded along with the numbers of individuals in each colony and their respective condition. To the extent feasible, construction areas and access roads will be configured to avoid or minimize loss of individual plants and damage to occupied habitats. (b) Where impacts to non-listed sensitive plant species are unavoidable, Muni/Western will develop and implement a salvage, propagation, replanting, and monitoring program that will use both seed and salvaged plants constituting an ample and representative sample of each colony. (Draft EIR page 3.3-42.)
MM BIO-7	To reduce impacts on biological resources, Muni/Western will realign pipelines to avoid sensitive resources and habitat to the maximum extent feasible. Specifically, Muni/Western will realign Phase II of the Plunge Pool Pipeline northward and place it adjacent to Greenspot Road. (See Draft EIR Figure 3.3-7). This will put the project-related disturbance at the edge of the habitat and avoid bisecting the intermediate to mature RAFSS habitat along the western portion of the alignment. If it is infeasible to implement MM BIO-7, then the residual impact could be compensated by implementation of MM BIO-8, which is intended to compensate for permanent or long-term losses of sensitive RAFSS habitat as a result of installation of permanent facilities or long-term construction impacts that cannot be fully mitigated by MM BIO-1, MM BIO-2, and MM BIO-7. (Draft EIR page 3.3-44.)
MM BIO-8	To compensate for permanent long-term and temporal losses of RAFSS habitat value, Muni/Western will acquire, for every 1 acre impacted, a minimum of 1 acre of good quality habitat of similar or greater habitat value than the RAFSS area impacted by the Plunge Pool pipeline and dedicate it in perpetuity as a habitat conservation easement area, or other appropriate designation, and provide funding for its future management as native habitat in perpetuity. The acquired RAFSS habitat area would ideally be contiguous with existing habitat already set aside in the WSPA or other dedicated RAFSS habitat. If good quality habitat in such a locality is not available for purchase, availability of other RAFSS habitat will be investigated, with the objective of obtaining good quality habitat near the Project area. Implementation of this mitigation measure will be subject to the requirement that such long-term mitigation and reporting plans for such acquisitions are to be approved by the Deputy Director for Water Rights of the State Water Board prior to construction of the Plunge Pool Pipeline. (Draft EIR page 3.3-44; Final EIR Section 2.4.)
MM BIO-9	Muni/Western will monitor and remove invasive non-native species establishing in the channel and adjacent RAFSS habitats between Seven Oaks Dam and Mill Creek. Target species include species of tamarisk or salt cedar (*Tamarix* spp.), fountain grass (*Pennisetum setaceum*), and giant reed (*Arundo donax*). These species establish in

MM BIO-9 (continued)	habitats suitable to SBKR and Santa Ana River woolly-star and have the potential to spread further into adjacent suitable habitat areas. Initial control will be established using a combination of physical removal and herbicidal treatment using appropriate environmental safeguards. Herbicides will be used pursuant to manufacturer's instructions, and standard measures will be taken to avoid impacts to water quality. Two to several follow-up treatments would be anticipated during the first year with follow-up monitoring and treatments at least once annually in the ensuing years. (Draft EIR page 3.3-61; Final EIR Section 2.4.)
MM BIO-10	Muni/Western will develop a program, in coordination with MSHCP agency participants, to selectively restore SBKR and Santa Ana River woolly-star habitat by using habitat manipulation, either by mechanical means or high pressure water, to remove vegetation and leave freshly deposited sand and silt, simulating the habitat-renewing aftermath of natural flooding. This will be done using an adaptive management approach with input from Multispecies Habitat Conservation Plan (MSHCP) stakeholders. If the high pressure water method is used, water will be piped. A high-pressure nozzle will be directed at localized areas of habitat determined to be suitable for SBKR and Santa Ana River woolly-star after renewal. The nozzle will be hand operated or operated from a light vehicle. Treatments will be accomplished in a randomized block design to allow experimental testing of variables such as duration and intensity of spray, addition of clean stand, season of disturbance, application of seed vs. allowing natural dispersal, etc. A rigorous monitoring program funded by Muni/Western will be established to enable the differences among experimental treatments to be determined. The primary indicator of success will be related to development of habitat characteristics identified with pioneer to intermediate RAFSS habitat within the SBKR and Santa Ana River woolly-star populations that have been documented. These characteristics are documented in the literature and will be specified as part of the Muni/Western Program. The program will be adjusted appropriately as results from earlier efforts become available. The design and implementation of the ongoing effort will be funded by Muni/Western and conducted by representatives of Muni/Western with input from the USFWS and CDFG. A complete description of this method is also included in Appendix E7 of the Draft EIR, Section 2.0. Muni/Western commit to achieving a mitigation performance of restoring 10 acres of intermediate- to late-stage RAFSS habitat to the early or intermediate stage RAFSS habitat during the first 20 years of Project implementation. (Draft EIR pages 3.3-61 and 3.3-62; Final EIR Section 2.4.)
MM CR-1	In the event of an unanticipated archaeological or paleontological resource discovery during construction, all ground disturbances within 150 feet of the discovery will be halted or redirected to other areas until the discovery has been documented by a qualified archaeologist or paleontologist, and its potential significance evaluated consistent with CEQA. Resources considered significant will be avoided by Project design. If avoidance is not feasible, the resource will be subject to a data recovery mitigation program, as appropriate. If human remains are discovered the County Coroner will be contacted, and all procedures required by the California Health and Safety Code Section 7050.5, State CEQA Guidelines Section 15064.5(e) and PRC Section 5097.98 will be followed. (Draft EIR page 3.9-19.)
MM-CR-2	Proposed construction of the Plunge Pool Pipeline will avoid physical impacts to the Francis Cuttle Weir Dam to the extent feasible. In the event that any portion of the Francis Cuttle Weir Dam would be modified or demolished, a qualified architectural historian will prepare a historic recordation of the Francis Cuttle Weir Dam, in the context of the Conservation District's groundwater spreading system. The recordation will conform to the standards of either the Historic American Buildings Survey (HABS) or the Historic American Engineering Record (HAER). (Draft EIR page 3.9-20.)

MM CR-3	Prior to construction activities along the segment of the Plunge Pool Pipeline, Phase I, align north of Greenspot Road, the location of the North Fork Canal will be precisely mapped on engineering design plans to identify where the canal falls within the construction corridor. Temporary fencing will be placed 5 feet south of the canal along the portion of the canal that falls within the construction corridor to provide a small buffer area, and no heavy construction equipment or vehicles will be allowed north of the fencing. (Draft EIR page 3.9-21.)
MM CR-4	If it is necessary to install the Morton Canyon Connector II Pipeline through the "Hole in the Wall" within the retaining wall of Greenspot Bridge, construction activities will be confined to previously disturbed sections only and the wall will be restored to pre-Project conditions. Prior to construction, a qualified architectural historian will review the final construction designs of the Morton Canyon Connector II Pipeline to verify avoidance of significant impacts to any Greenspot Bridge feature. (Draft EIR page 3.9-24.)
MM HAZ-1	Muni/Western will direct the contractor to wash out concrete trucks in a designated area where the material cannot run off into a stream or percolate into the groundwater. This area will be specified on all applicable construction plans and be in place before any concrete is poured. Muni/Western will direct the contractor to construction vehicles in a manner that contains fluids, such as lubricants, within an impervious area to avoid spill-related water quality impacts. (Draft EIR page 3.12-12.)
MM HAZ-2	Muni/Western will direct the contractor to inspect and, as necessary, service all equipment before it enters the construction site and regularly thereafter, and before working immediately adjacent to the Santa Ana River or any other drainage or creek to avoid equipment leak-related water quality impacts. Muni/Western will direct the contractor to repair any leaks or hoses/fittings in poor condition before the equipment begins work. (Draft EIR page 3.12-12.)
MM HAZ-3	Muni/Western will direct the contractor to prepare a spill prevention and contamination plan prior to equipment use on the site. Muni/Western will direct the contractor to follow the spill prevention plan during Project construction to prevent spill-related water quality impacts. This plan will include, but not necessarily be limited to: a. Specific bermed equipment maintenance and refueling areas. b. Bermed and lined hazardous material storage areas on site that are covered during the rainy season. c. Hazardous material spill cleanup equipment on site (e.g.,absorbent pads, shovels, and bags to contain contaminated soil). d. Workers trained in the location and use of cleanup equipment. (Draft EIR page 3.12-12.)
MM HAZ-4	Using available data, in conjunction with the integrated surface and groundwater models, Muni/Western will identify groundwater trends, including plume movement and isolate changes attributable to implementation of the Project. To the extent feasible given existing infrastructure, and consistent with meeting other basin management objectives, Muni/Western will direct Project water spreading to limit adverse plume movements. (Draft EIR page 3.12-14.)
MM-HAZ-5	Muni/Western will make an alternative water supply available to parties affected by contaminated wells, or provide treatment for affected wells, at Muni/Western's discretion. The alternative supply or treatment for affected wells will be made available for all times when pertinent water quality standards are exceeded as a result of the Project. (Final EIR section 2.3.2.)

MM GEO-1	Before beginning construction, a sedimentation and erosion control plan will be prepared by Muni/Western and submitted to the Santa Ana Regional Water Quality Control Board (SARWQCB) for approval. In addition, a Storm Water Pollution Prevention Plan (SWPPP) will be prepared by Muni/Western and submitted to the SARWQCB for approval prior to construction. Where possible, erosion control measures will be implemented by Muni/Western before beginning work in the rainy season. To minimize short-term impacts associated with erosion and off-site siltation of the SAR, standard erosion and sediment control features will be used during and immediately after grading and excavations.
MM GEO-2	Muni/Western will direct the contractor to install, prior to de-watering activities, energy dissipation devices at discharge points to prevent erosion. Sedimentation basins (such as straw bales lined with filter fabric) will be used at dewatering discharge points to prevent excess downstream sedimentation. These basins will be constructed during dewatering and regularly maintained during construction, including after storm events, to keep them in good working order.
MM GEO-3	Muni/Western will implement recommendations established in a site-specific geotechnical report, prepared by a qualified engineer or engineering geologist. The report recommendations will be based on comprehensive evaluation of slope stability, seismic, and soil conditions that may affect construction of the pipelines and related facilities. Recommendations will be consistent with provisions of California Code of Regulations, Title 8, Construction and Safety Orders. Project grading and excavations will be observed by a geotechnical engineer, engineering geologist, or other qualified representative, to verify compliance with recommendations of the geotechnical report. The geotechnical investigation will be completed in accordance with: (1) CDMG Special Publication 117, *Guidelines for Evaluating and Mitigating Seismic Hazards in California* (CDMG 1997). (2) Southern California Earthquake Center, Recommended Procedures for Implementation of DMG Special Publication 117 Guidelines for Analyzing and Mitigating Liquifaction in California (SCEC1999).
MM GEO-4	Muni/Western will implement seismic-related recommendations contained in a site-specific geotechnical report, as discussed in MM GEO-3, to minimize seismically induced damage to the pipeline.
MM GEO-5	A water flow shut-off mechanism will be installed by Muni/Western at the Plunge Pool Pipeline Intake Structure to terminate flow immediately following a large earthquake in the vicinity of the site.
MM GEO-6	Muni/Western will complete emergency repairs to the pipeline and/or related facilities, in the event of seismically induced damage. MM GEO-1 and MMGEO-2 will be applied to reduce erosion related impacts associated with soil disturbance during emergency repairs.
MM GEO-7	Muni/Western will implement a groundwater level monitoring program using data from Index Wells (see Figure 3.4-5). This information will be used in conjunction with forecasts of groundwater levels derived from Muni/Western integrated surface and groundwater models to identify trends in groundwater levels and identify changes attributable to the Project. To the extent feasible given existing infrastructure, and consistent with meeting other basin management objectives, Muni/Western will direct Project water spreading to limit high groundwater conditions in the vicinity of Devil Canyon, Lytle Creek, Mill Creek, and areas in the forebay and intermediate area of the SBBA.

MM GEO-8	Muni/Western will implement a groundwater level monitoring program using data from Index Wells. This information will be used in conjunction with forecasts of groundwater levels derived from Muni/Western integrated surface and groundwater models to identify trends in groundwater levels and isolate changes attributable to the Project. To the extent feasible given existing infrastructure, and consistent with meeting other basin management objectives, Muni/Western will direct Project water spreading to limit potential for subsidence in the Pressure Zone area of the SBBA.
MM GW-1	Using available reliable data, Muni/Western will, on an annual basis, evaluate impacts of the Project on TDS and nitrate concentrations in the SBBA. To the extent feasible given existing infrastructure, and consistent with meeting other basin management objectives, Muni/Western will direct Project water spreading to reduce significant TDS and nitrate impacts.
MM SW-2	An energy dissipation structure, a device to slow fast moving flows so as to prevent erosion, will be placed at the terminus of the pipeline delivering water to Lytle Basins channel to ensure that water from the Project does not scour or erode the channel.
MM PS-12	Per the requirements of the Seven Oaks Accord, to avoid a significant effect on groundwater levels at one or more index wells located outside the Pressure Zone, Muni/Western will spread sufficient water to maintain static groundwater levels at the affected index wells. To implement this mitigation measure, Muni/Western will use a groundwater monitoring program based on information derived from the index wells. This information will be used in conjunction with forecasts of groundwater levels derived from Muni/Western integrated surface and groundwater models to identify trends in groundwater levels and isolate the share of change attributable to the Project. Remedial action will be implemented prior to an actual 10-foot reduction being reached, to avoid the significant impact.

Table 2: Cumulative Mitigation Measures

MM Cumulative BIO-1	The San Bernardino General Plan continues a number of policies in the Natural Resources Element designed to require review of biological impacts for each development project in coordination with the development and enforcement of Habitat Conservation Plans, and development of monitoring programs. The Riverside County General Plan Draft Program EIR identifies policies form the Multipurpose Open Space Element of the County of Riverside General Plan as well as additional measures to reduce impacts to biological resources associated with growth. Policies are designed to require review of biological impacts for each development project, avoidance of habitat fragmentation, and use of constructed wetlands to treat water before it enters the natural stream system. Residual impacts: despite General Plan policies, significant unavoidable cumulative biological impacts would still occur in San Bernardino and Riverside Counties.
MM Cumulative CR-1	Individual review of each of the related projects under CEQA would likely result in the identification of any significant cultural resource impacts and provide mitigation to reduce or avoid impacts. It is not certain that all significant cumulative impacts could be successfully mitigated, given the potentially large amount of ground disturbance involved with the Project and related projects. Residual impacts: potential cumulative impacts on cultural resources would remain significant.
MM Cumulative CR-2	The Natural Resources Element of the San Bernardino County General Plan contains a number of policies to mitigate impacts to cultural resources. Generally, these policies require cultural resource field surveys with all project submittals; the preparation of cultural resource overlays for all existing Planning Areas not covered by an overlay map; preliminary cultural resource reviews by the Archaeological Information Center; the cataloging of artifacts discovered as a result of a cultural resource investigation; and notification of the Native American Heritage Commission if projects require the excavation of Native American archaeological sites. The Multipurpose Open Space Element of the Riverside County General Plan also contains relevant policies that would mitigate impacts to cultural resources. The Riverside County General Plan Draft Program EIR identifies additional mitigation measures including compliance with State Health and Safety Code Section 7050.5 that requires disturbance of an area to cease where human remains have been encountered until the Riverside County Coroner has made a determination of the origin and disposition; avoidance of

MM Cumulative CR-2 (Continued)	cultural resources where possible, where avoidance of cultural resources is not possible, the planting of deterrent plant species such as prickly pear cactus shall be completed to minimize public availability to the site; and additional measures if avoidance and/or preservation of cultural resources is not possible, such as having a participant-observer present from the appropriate Indian Band or Tribe during archaeological testing or excavation of a project site. Residual impacts: significant cumulative impacts to cultural resources could still occur given the potentially large amount of ground disturbance related to growth and development.
MM Cumulative HAZ-1	The San Bernardino County General Plan includes policies to reduce impacts related to hazardous materials. Specifically, the Hazardous Waste/Materials section of the Man-made Hazards Element includes policies HW-1 through HW-26. In general, these measures establish an effective and expeditious permitting process for siting hazardous waste facilities that includes extensive public participation; ensures the protection of public health and safety when siting needed hazardous waste facilities; develops uniform set of criteria for the siting of hazardous waste facilities in the County, including a requirement that facilitates the siting only in areas with a zoning overlay of Specified Hazardous Waste Facility; and ensures coordination among agencies and County departments in the review of all hazardous waste applications within the County.
MM Cumulative SW-1	The San Bernardino General Plan contains a number of policies in the Water section of the Natural Resources Element designed to coordinate and manage water resources throughout the County. However, with regard to water resources in San Bernardino County, significant unavoidable impacts would still occur. The Riverside County General Plan addresses localized flooding risks in the Safety Element of the proposed Riverside County General Plan. Additionally, the proposed Riverside County General Plan Draft Program EIR contains measures to further mitigate flooding impacts including use of FEMA documents to minimize flood hazards, prohibition by the County of the alteration of floodways and channelization where possible, and the requirement that the 10–year flood flows be contained within the tops of curbs and the 100-year flood flows within the street rights-of-way. These policies would mitigate impacts related to surface water in Riverside County. Residual impacts: significant cumulative impacts to surface water resources related to water demand and generation of urban contaminants could still occur in San Bernardino County.

MM Cumulative GW-1	The San Bernardino County General Plan contains a number of policies in the Water section of the Natural Resources Element designed to coordinate and manage water resources throughout the County. The Riverside County General Plan contains a number of policies in the multipurpose Open Space Element and Land Use Element designed to avoid overdraft and groundwater contamination. Residual impacts: significant unavoidable cumulative groundwater impacts would still occur in San Bernardino County.

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD

DIVISION OF WATER RIGHTS

PERMIT FOR DIVERSION AND USE OF WATER

PERMIT 21265

Application **31370** of

San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County
P.O. Box 5906
San Bernardino, CA 92412-5906

filed on **November 4, 2002**, has been approved by the State Water Resources Control Board (State Water Board or Board) SUBJECT TO PRIOR RIGHTS and to the limitations and conditions of this permit.

Permittee is hereby authorized to divert and use water as follows:

1. Source of water

Source:	Tributary to:
Santa Ana River (1, 3, 6, 9, 10, 11,12)	**Pacific Ocean**
Bear Creek (2)	**Santa Ana River thence Pacific Ocean**
Breakneck Creek (4)	**Santa Ana River thence Pacific Ocean**
Keller Creek (5)	**Santa Ana River thence Pacific Ocean**
Alder Creek (7)	**Santa Ana River thence Pacific Ocean**

within the County of **San Bernardino.**

2. Location of points of diversion (POD) and points of rediversion (POR)

By California Coordinate System of 1983, Zone **5**	40-acre subdivision of public land survey or projection thereof	Section	Township	Range	Base and Meridian
POD & POR #1: Seven Oaks Dam North 1,866,500 ft. and East 6,835,000 ft.	**NE¼ of NW¼**	**4**	**01S**	**02W**	**SB**
POD #2: North 1,882,500 ft. and East 6,859,600 ft.	**SE¼ of NE¼**	**19**	**01N**	**01W**	**SB**
POD #3: North 1,882,400 ft. and East 6,859,700 ft.	**SE¼ of NE¼**	**19**	**01N**	**01W**	**SB**
POD #4: North 1,880,900 ft. and East 6,858,100 ft.	**NW¼ of SE¼**	**19**	**01N**	**01W**	**SB**
POD #5: North 1,877,700 ft. and East 6,846,200 ft.	**NW¼ of NE¼**	**26**	**01N**	**02W**	**SB**
POD #6: North 1,876,700 ft. and East 6,846,700 ft.	**SW¼ of NE¼**	**26**	**01N**	**02W**	**SB**
POD #7: North 1,877,100 ft. and East 6,843,600 ft.	**NW¼ of NW¼**	**26**	**01N**	**02W**	**SB**
POR #8: North 1,865,800 ft. and East 6,837,100 ft.	**SE¼ of NE¼**	**4**	**01S**	**02W**	**SB**
POD & POR #9: North 1,864,900 ft. and East 6,835,000 ft.	**SE¼ of NW¼**	**4**	**01S**	**02W**	**SB**
POD & POR #10: North 1,864,900 ft. and East 6,834,600 ft.	**SE¼ of NW¼**	**4**	**01S**	**02W**	**SB**
POD & POR #11: North 1,863,500 ft. and East 6,834,000 ft.	**NW¼ of SW¼**	**4**	**01S**	**02W**	**SB**
POD & POR #12: North 1,862,800 ft. and East 6,834,000 ft.	**SW¼ of SW¼**	**4**	**01S**	**02W**	**SB**

2 (continued) Location of point of diversion

By California Coordinate System of 1983, Zone **6**	40-acre subdivision of public land survey or projection thereof	Section	Township	Range	Base and Meridian
POR #13: **Lake Mathews (Cajalco Dam)** **North 2,249,950 ft. and** **East 6,193,550 ft.**	**NE¼ of SW¼**	**12**	**04S**	**06W**	**SB**
POR #14: **Diamond Valley Lake Dam** **North 2,188,680 ft. and** **East 6,313,210 ft.**	**NE¼ of NW¼**	**11**	**06S**	**02W**	**SB**
POR #15 **Lake Skinner Dam** **North 2,157,870 ft. and** **East 6,311,180 ft.**	**SW¼ of SE¼**	**3**	**07S**	**02W**	**SB**

3. Purpose of use	4. Place of use	Section (Projected)*	Township	Range	Base and Meridian	Acres
Municipal, Industrial, Irrigation, Heat Control, Frost Protection and Recreational uses	**San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County's Service Areas***					

*The place of use is shown on maps dated June 7, 2010 and June 14, 2010 and filed with the State Water Board.

5a. The water appropriated shall be limited to the quantity which can be beneficially used and shall not exceed **1,100** cubic feet per second (cfs) by direct diversion and **100,000** acre-feet per annum (afa) by underground and/or surface storage to be diverted from **January 1** to **December 31** of each year. The amount of surface storage at Seven Oaks Dam shall not exceed 50,000 afa. The maximum rate of diversion to offstream storage shall not exceed 1,250 cfs. The maximum rate of diversion to underground storage shall not exceed 400 cfs. The total amount of water to be taken from the sources shall not exceed 100,000 acre-feet (af) per water-year from October 1 to September 30. The total rate for water to be taken from the sources for either direct use, underground storage, and/or offstream surface storage shall not exceed 1,250 cfs.

(0000005E)

5b. The total quantity of water to be taken from the sources under both Application 31165 and Application 31370 shall not exceed 198,317 af per water-year from October 1 to September 30. The total amount of water diverted to storage at Seven Oaks Dam under both Applications 31165 and 31370 shall not exceed 50,000 af per water-year from October 1 to September 30. The total combined rate for water to be taken from the sources under Applications 31165 and 31370 for either direct use, underground storage, and/or offstream surface storage shall not exceed an instantaneous rate of 1,250 cfs.

(0000005L)

6. The amount authorized for appropriation may be reduced in the license if investigation warrants.

(0000006)

7. Construction work and the application of water to beneficial use shall be prosecuted with reasonable diligence. Actual construction shall begin no later than June 30, 2010 and be completed by October 1, 2020. Water shall be put to full beneficial use by December 31, 2059.

(0000009)

8. Progress reports shall be submitted promptly by Permittee when requested by the State Water Board until a license is issued.

(0000010)

9. Permittee shall allow representatives of the State Water Board and other parties, as may be authorized from time to time by said State Water Board, reasonable access to project works to determine compliance with the terms of this permit.

(0000011)

10. Pursuant to California Water Code sections 100 and 275, and the common law public trust doctrine, all rights and privileges under this permit and under any license issued pursuant thereto, including method of diversion, method of use, and quantity of water diverted, are subject to the continuing authority of State Water Board in accordance with law and in the interest of the public welfare to protect public trust uses and to prevent waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of said water.

The continuing authority of the State Water Board may be exercised by imposing specific requirements over and above those contained in this permit with a view to eliminating waste of water and to meeting the reasonable water requirements of Permittee without unreasonable draft on the source. Permittee may be required to implement a water conservation plan, features of which may include but not necessarily be limited to: (1) reusing or reclaiming the water allocated; (2) using water reclaimed by another entity instead of all or part of the water allocated; (3) restricting diversions so as to eliminate agricultural tailwater or to reduce return flow; (4) suppressing evaporation losses from water surfaces; (5) controlling phreatophytic growth; and (6) installing, maintaining, and operating efficient water measuring devices to assure compliance with the quantity limitations of this permit and to determine accurately water use as against reasonable water requirements for the authorized project. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such specific requirements are physically and financially feasible and are appropriate to the particular situation.

The continuing authority of the State Water Board also may be exercised by imposing further limitations on the diversion and use of water by the Permittee in order to protect public trust uses. No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such action is consistent with California Constitution Article X, Section 2; is consistent with the public interest; and is necessary to preserve or restore the uses protected by the public trust.

(0000012)

11. The quantity of water diverted under this permit and under any license issued pursuant thereto is subject to modification by the State Water Board if, after notice to the Permittee and an opportunity for hearing, the State Water Board finds that such modification is necessary to meet water quality objectives in water quality control plans which have been or hereafter may be established or modified pursuant to Division 7 of the Water Code. No action will be taken

pursuant to this paragraph unless the State Water Board finds that: (1) adequate waste discharge requirements have been prescribed and are in effect with respect to all waste discharges which have any substantial effect upon water quality in the area involved, and (2) the water quality objectives cannot be achieved solely through the control of waste discharges.

(0000013)

12. This permit does not authorize any act that results in the taking of a threatened or endangered species or any act that is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & G. Code, §§ 2050-2097) or the federal Endangered Species Act (16 U.S.C.A. §§ 1531-1544). If a "take" will result from any act authorized under this water right, the Permittee shall obtain authorization for an incidental take prior to construction or operation of the project. Permittee shall be responsible for meeting all requirements of the applicable Endangered Species Act for the project authorized under this permit.

(0000014)

13. Permittee shall maintain records of the amount of water diverted and used to enable State Water Board to determine the amount of water that has been applied to beneficial use pursuant to Water Code section 1605.

(0000015)

14. This permit shall not be construed as conferring upon the Permittee right of access to the point of diversion.

(0000022)

15. Permittee shall consult with the Division of Water Rights (Division) and, within one year from the date of this permit, shall submit to the State Water Board its Urban Water Management Plan as prepared and adopted in conformance with section 10610, et seq. of the California Water Code, supplemented by any additional information that may be required by the Board.

All cost effective measures identified in the Urban Water Management Plan and any supplements thereto shall be implemented in accordance with the schedule for implementation found therein.

(0000029A)

16. If it is determined after permit issuance that the as-built conditions of the project are not correctly represented by the map(s) prepared to accompany the application, Permittee shall, at his expense have the subject map(s) updated or replaced with equivalent as-built map(s). Said revision(s) or new map(s) shall be prepared by a civil engineer or land surveyor registered or licensed in the State of California and shall meet the requirements prescribed in section 715 and sections 717 through 723 of the California Code of Regulations, Title 23.. Said revision(s) or map(s) shall be furnished upon request of the Chief of the Division of Water Rights[1].

(0000030)

17. No work shall commence and no water shall be diverted, stored or used under this permit until a copy of a stream or lake alteration agreement between the State Department of Fish and Game (DFG) and the Permittee is filed with the Division. Compliance with the terms and conditions of the agreement is the responsibility of the Permittee. If a stream or lake alteration agreement is not necessary for this permitted project, the Permittee shall provide the Division a copy of a waiver signed by DFG.

(0000063)

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[1] The Chief of the Division of Water Rights is hereafter referred by the State Water Board as the Deputy Director for Water Rights.

18. In order to prevent degradation of the quality of water during and after construction of the project, prior to commencement of construction undertaken after issuance of the permit, Permittee shall file a report pursuant to Water Code Section 13260 and shall comply with all waste discharge requirements imposed by the California Regional Water Quality Control Board, Santa Ana Region, or by the State Water Board.

(0000100)

19. Prior to diversion of water under this permit, Permittee shall: (1) install devices to measure the instantaneous rate of diversion and the quantities of water placed into underground storage, and (2) install devices to measure or provide documentation of the method to be used to determine the quantity of water recovered from underground storage and placed to beneficial use. All measuring devices and the method of determining the quantity of water placed into and recovered from underground storage shall be approved by the State Water Board prior to diversion of water under this permit. All measuring devices shall be properly maintained. The diversion data shall be posted on Permittee's websites on a weekly basis.

(0080117)

20. The Permittee shall obtain all necessary state and local agency permits required by other agencies prior to construction and diversion of water. Copies of such permits and approvals shall be forwarded to the Deputy Director for Water Rights (Deputy Director).

(0000203)

21. No debris, soil, silt, cement that has not set, oil, or other such foreign substance will be allowed to enter into or be placed where it may be washed by rainfall runoff into the waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area.

(0000208)

22. The State Water Board adopts and incorporates by reference into this permit the mitigation measures and monitoring and reporting requirements applicable to the impacts of the Project on biological and cultural resources, geology, hazardous material and groundwater contamination, groundwater and surface water hydrology, water quality and public services, utilities and transportation identified in the Final EIR, specifically mitigation measures MM BIO-1, MM BIO-2 and MM BIO-6 through MM BIO-10, MM CR 1 through MM CR 4, MM HAZ 1 through MM HAZ 5, MM GEO-1 through MM GEO-8, MM GW-1, MM SW-2 and MM PS-12. (See attached Table 1.) Permittee must implement the measures to mitigate significant impacts and conduct the required reporting and monitoring of those measures as provided in the Mitigation Monitoring and Reporting Plan adopted on March 21, 2007 by the respective Boards of Directors of San Bernardino Valley Municipal Water District and Western Municipal Water District of Riverside County. In addition, Permittee shall submit an annual report to the Deputy Director that includes the results of the Mitigation Monitoring and Reporting Program. The State Water Board reserves jurisdiction to require any reasonable amendments to these measures and requirements to ensure that they will accomplish the stated goal.

(0400500)

23. The State Water Board adopts and incorporates by reference into this permit the mitigation measures and monitoring and reporting requirements applicable to the cumulative impacts of the Project on biological and cultural resources, geology, hazardous material and groundwater contamination, groundwater and surface water hydrology and water quality, and public services, utilities and transportation identified in the EIR, specifically mitigation measures MM Cumulative BIO-1, MM Cumulative CR-1, MM Cumulative CR-2, MM Cumulative HAZ-1, MM Cumulative SW-1 and MM Cumulative GW-1. (See attached Table 2.) Permittee must implement the measures to mitigate cumulative impacts and conduct the required reporting and monitoring of those measures as provided in the Mitigation Monitoring and Reporting Plan adopted by the respective Boards of Directors of San Bernardino Valley Municipal Water District and Western

Municipal Water District of Riverside County on March 21, 2007. In addition, Permttee shall submit to the Deputy Director an annual report that includes the results of the Mitigation Monitoring and Reporting Program. The State Water Board reserves jurisdiction to require any reasonable amendments to these measures and requirements to ensure that they will accomplish the stated goal.

(0400500)

24. This permit shall not be construed as conferring upon Permittee right of access to facilities of the U.S. Army Corps of Engineers and the Santa Ana River Mainstem Local Sponsors.

(0000022)

25. This permit is specifically subject to the prior rights of Bear Valley Mutual Water Company, City of Redlands, East Valley Water District, Lugonia Water Company, North Fork Water Company and Redlands Water Company to divert the first 88 cfs of the natural flow of the Santa Ana River pursuant to pre-1914 appropriative rights, to the extent that such rights may exist.

(0400500)

26. This permit is specifically subject to the prior rights of San Bernardino Valley Water Conservation District under Licenses 2831 and 2832 issued pursuant to Applications 2217 and 4807, and any valid pre-1914 appropriative right confirmed by the Court.

(0400500)

27. Nothing in this permit shall be construed as authorizing any diversions contrary to the provisions of the December 19, 2002 Biological Opinion issued by United States Fish and Wildlife Service for operation of Seven Oaks Dam, as may be revised in the future, including flow releases for downstream over-bank inundation to preserve State and federally listed threatened and endangered species and their habitat.

(0600500)

28. Permittee shall only divert water at points of diversion 5 though 10 in compliance with the terms and conditions of Federal Energy Regulatory Commission (FERC) license Project No. 1933 and 401 water quality certification as well as any future FERC licenses and 401 water quality certifications.

(0560900)

29. Permittee shall not, without the prior written consent of Southern California Edison (SCE), construct, operate or maintain diversion works at points of diversion located upstream of the flood inundation pool of Seven Oaks Dam in a manner that interferes with the operation and maintenance of the hydroelectric works licensed to SCE by the Federal Energy Regulatory Commission (FERC) license for Project No. 1933. Permittee's diversion of water at such points of diversion shall not interfere with SCE's diversion of water for hydroelectric purposes, again as described in the FERC license for Project No. 1933. Nothing in this permit shall be construed to limit Permittee's diversion of water from such points of diversion at times when the quantity of water available for diversion at such points of diversion exceeds the demand of SCE's facilities to divert water from the Santa Ana River system.

(0430999)

30. This permit shall not be construed as conferring upon Permittee the right of access to Seven Oaks Dam, the points of diversion, the lands necessary for related facilities, or the lands necessary for inundation for water storage. Access to, construction upon, or inundation of National Forest Service lands shall not commence prior to authorization by the Forest Service, in accordance with applicable laws and regulations. Such authorization will require compliance with all applicable federal laws and regulations. Permittee specifically recognizes that completion of

the applicable legal process does not guarantee such authorization will be granted, the issuance of this water right permit notwithstanding.

(0000022)

31. This permit shall not be construed as conferring upon Permittee the right of access to Seven Oaks Dam, the points of diversion, and lands necessary for related facilities, or the lands necessary for inundation for water storage. Permittee shall not commence construction and operation of water diversion facilities at Seven Oaks Dam without a written access agreement from the Santa Ana River Mainstem Project Local Sponsors.

(0000022)

32. Flow in the Santa Ana River is highly variable from year to year. Because the face value of this permit is based on a rare storm event, this permit shall not be construed as giving any assurance that such an event will occur. The actual amount of water available for appropriation may be much less.

(0000999)

33. Permittee is required to follow guidance from existing state and federally mandated projects regarding groundwater contaminant plumes within and outside the San Bernardino Basin Area. This includes coordination with appropriate oversight agencies and compliance with policies regarding the remediation of the groundwater contaminant plumes.

(0400800)

34. Permittee shall not use the Cactus Spreading and Flood Control Basins under this permit.

(0400800)

35a. In order to prevent degradation of the quality of water released to the Santa Ana River from storage at Seven Oaks Dam, the State Water Board may modify this permit to set conditions that apply water quality objectives to any release from storage.

35b. No water shall be released from storage of Seven Oaks Dam for purposes of rediversion by Permittee until Permittee has consulted with the Chief Deputy Director for Water Quality or his or her delegee and the Chief Deputy Director has determined that the releases will be consistent with applicable water quality objectives. The releases shall be consistent with any conditions the Chief Deputy Director determines are necessary to ensure compliance with applicable water quality objectives.

(0400800)

36. In order to prevent degradation of water quality during and after construction of the project, prior to commencement of any construction undertaken after issuance of the permit, Permittee shall file a report pursuant to Water Code Section 13260 and shall comply will all waste discharge requirements imposed by the California Regional Water Quality Control Board, Santa Ana Region, or by the State Water Board.

(0400800)

This permit is issued and Permittee takes it subject to the following provisions of the Water Code:

Section 1390. A permit shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code), but no longer.

Section 1391. Every permit shall include the enumeration of conditions therein which in substance shall include all of the provisions of this article and the statement that any appropriator of water to whom a permit is issued takes it subject to the conditions therein expressed.

Section 1392. Every Permittee, if he accepts a permit, does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefore shall at any time be assigned to or claimed for any permit granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any Permittee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any Permittee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

STATE WATER RESOURCES CONTROL BOARD

James W. Kassel
for *Victoria A. Whitney*
Deputy Director for Water Rights

Dated: JUN 29 2010

Attachments

Table 1: Mitigation Measures

MM BIO-1	Muni/Western will minimize disturbance to native habitats and listed and non-listed sensitive species by the implementation of the following measures at construction sites prior to and during construction. Where ground disturbance is required, the Muni/Western program will include the following: (1) Clearly marking and delineating the limits of the staging areas as well as the construction corridors/zones in the field and graphically on all final construction drawings and blueprints. Personnel and equipment will be prohibited in native habitats outside the construction limits. (2) Biologically sensitive areas, including individuals or colonies of listed and non-listed sensitive plant species and wildlife species, will be identified and delineated in the field prior to ground disturbance (see MM BIO-3) and will be clearly marked graphically on all final construction plans or blueprints so they will be avoided to maximum extent feasible. (3) Use methods to minimize the construction corridor width to the maximum extent feasible in sensitive habitats, such as transporting and stockpiling excavated materials in disturbed area of the right-of-way (ROW), or into other parts of the ROW by truck or conveyor belt. **Employee Training** Implementation of an employee training program. Muni/Western's program will include an initial meeting with all personnel presented by a qualified biologist familiar with all affected species, habitats, and permit conditions. The employee training program will include a discussion of each species, all applicable laws, the permit conditions, and the potential penalties for violating permit conditions. The employee training program will be conducted before construction activities begin. Regular updates will occur during weekly tailgate meetings with construction personnel, and newly hired personnel will be informed of the permit conditions as well as the habitat and species issues before working on the Project site. **On-Site Monitoring** Biological monitoring of habitat clearing activities and removal of sedentary animals, both common and sensitive, within the ROW prior to clearing. This will require a qualified biologist to be at the location of habitat removal before clearing to attempt to remove animals where visible and, during removal activities, to ensure that no inadvertent impacts to adjacent habitats occur. Weekly inspections of the ROW perimeter near work areas will also reduce the potential for inadvertent impacts to adjacent habitat. **Best Management Practices (BMPs)** Dust control. All areas of mechanical ground disturbance, including dirt access roadways, will be consistently moistened to reduce the creation of dust clouds. The frequency of watering will be consistent with the desired goal and in accordance with regional standards and BMPs. Erosion control. Devices such as straw bales and "v" ditches will be installed in areas where construction activities may directly or indirectly cause erosion or sediment deposition on adjacent habitats. Routine removal of trash from construction areas. All refuse, including non-construction materials such as paper and miscellaneous food packaging materials, will be removed from the ROW to prevent littering of the adjacent habitat areas outside of the ROW. At a minimum, site clean-ups should occur weekly. **Listed Species Protection Measures** In areas where the San Bernardino Kangaroo Rat (SBKR) is present, either within or adjacent to the ROW, Muni/Western will install exclusionary fencing where appropriate to reduce the potential for SBKR entering the ROW.

MM BIO-1 (Continued)	Specification for the fencing will be particular to the goal of the SBKR exclusion and will be approved by the United States Fish and Wildlife Service (USFWS). Muni/Western may not install fencing in certain areas such as boulder-strewn washes where fence construction may cause substantial habitat disturbance. Following the installation of fencing, the animals within the ROW will be trapped and released within adjacent suitable habitat outside the ROW. These methods will be approved by the USFWS. In areas where the SBKR is present, either within or adjacent to the ROW, Muni/Western will limit construction activities to daylight hours (approximately 7:00 A.M. to 6:00 P.M.) During night hours, no activities that would unnaturally increase the light or noise within adjacent occupied habitat will occur. In areas where the SBKR, coastal California gnatcatcher CAGN, least Bell's vireo, or southwestern willow flycatcher are present either within or adjacent to the ROW, Muni/Western will avoid or reduce construction activities in the vicinity of occupied habitat during the breeding season. Avoidance will take place from March 1 through June 30. In certain areas, avoidance of southwestern willow flycatcher will continue through July 31. Where complete avoidance is not possible, construction activities will be conducted in a manner that attempts to minimize disturbance during early morning hours and avoids the most sensitive breeding months of April and May. In areas where preconstruction sensitive species surveys and other seasonally limited activities such as seed collection and plant propagation are needed, Muni/Western will prepare a calendar of when such activities need to be accomplished and incorporate this into design and construction schedules to ensure that the surveys can be conducted in the appropriate season without causing delays. (Draft EIR page 3.3-37 through 3.3-39; Final EIR Section 2.4.)
MM BIO-2	Muni/Western will develop a Habitat Revegetation, Restoration, and Monitoring Program (Program), obtaining input from CDFG, and USFWS, for implementation in all habitat areas directly affected by construction activities. The Program will include the following measures: **Invasive Species Control** Where appropriate and feasible, the area to be treated will be treated to kill invasive exotics species and limit their seed production before initiating any earthmoving activity with the objectives of: (1) preventing invasive species from spreading from the disturbance area, and (2) removing weed sources from the salvaged topsoil. Herbicides will be used only by a licensed herbicide applicator and may require notification to property owners or resource agencies. The treatment will be completed before earthmoving in order for this mitigation to have its intended effect (e.g., the treatment would need to occur before target species set seed). **Topsoil Salvage and Replacement** In areas where vegetation and soil are to be removed, the topsoil will be salvaged and replaced, where practicable. This may be accomplished using two lifts, the first to salvage the seed bank, and the second to salvage soil along with soil biota in the root zone. Soil will be stockpiled in two areas near the Project site, with the seed bank labeled to identify it. Topsoil will be replaced in the proper layers after final reconfiguration of disturbed areas. Where presence of extensive deposits of boulders and cobbles limit the opportunity to salvage topsoil and make the above-mentioned procedure infeasible, Muni/Western will salvage available surface material and stockpile it for replacement on the surface of the restored area. Stockpiles will be covered if the soil is to be left for an extended period to prevent losses due to erosion and invasion of weeds. **Habitat Rehabilitation and Revegetation** Muni/Western will develop and implement plans and specifications for replanting areas disturbed by the Project. Replanting will be with native species propagated from locally collected seed or cuttings, and, if applicable, will include seed or sensitive species that would be impacted during construction activities. Monitoring procedures and performance criteria will be developed by Muni/Western to

MM BIO-2 (Continued)	address revegetation and erosion control. The performance criteria will consider the level of disturbance and the condition of adjacent habitats. Monitoring will continue for three-to-five years, or until performance criteria have been met. Appropriate remedial measures, such as replanting, erosion control or weed control, will be identified and implemented if it is determined that performance criteria are not being met. (Draft EIR page 3.3-39 through 3.3-40; Final EIR Section 2.4.)
MM BIO-6	Prior to ground disturbance or other activities, qualified botanists will survey all proposed construction, staging, stockpile, and access areas for presence of non-listed sensitive plant species. Preconstruction surveys will occur during appropriate season and in accordance with established protocols (if required). These surveys will be conducted in all construction areas that occur in native habitats. In the event that non-listed sensitive plant species are observed in the impact area during pre-Project surveys, Muni/Western will implement the following measures: (a) Colonies will be clearly marked, mapped, and recorded along with the numbers of individuals in each colony and their respective condition. To the extent feasible, construction areas and access roads will be configured to avoid or minimize loss of individual plants and damage to occupied habitats. (b) Where impacts to non-listed sensitive plant species are unavoidable, Muni/Western will develop and implement a salvage, propagation, replanting, and monitoring program that will use both seed and salvaged plants constituting an ample and representative sample of each colony. (Draft EIR page 3.3-42.)
MM BIO-7	To reduce impacts on biological resources, Muni/Western will realign pipelines to avoid sensitive resources and habitat to the maximum extent feasible. Specifically, Muni/Western will realign Phase II of the Plunge Pool Pipeline northward and place it adjacent to Greenspot Road. (See Draft EIR Figure 3.3-7). This will put the project-related disturbance at the edge of the habitat and avoid bisecting the intermediate to mature RAFSS habitat along the western portion of the alignment. If it is infeasible to implement MM BIO-7, then the residual impact could be compensated by implementation of MM BIO-8, which is intended to compensate for permanent or long-term losses of sensitive RAFSS habitat as a result of installation of permanent facilities or long-term construction impacts that cannot be fully mitigated by MM BIO-1, MM BIO-2, and MM BIO-7. (Draft EIR page 3.3-44.)
MM BIO-8	To compensate for permanent long-term and temporal losses of RAFSS habitat value, Muni/Western will acquire, for every 1 acre impacted, a minimum of 1 acre of good quality habitat of similar or greater habitat value than the RAFSS area impacted by the Plunge Pool pipeline, and dedicate it in perpetuity as a habitat conservation easement area, or other appropriate designation, and provide funding for its future management as native habitat in perpetuity. The acquired RAFSS habitat area would ideally be contiguous with existing habitat already set aside in the WSPA or other dedicated RAFSS habitat. If good quality habitat in such a locality is not available for purchase, availability of other RAFSS habitat will be investigated, with the objective of obtaining good quality habitat near the Project area. Implementation of this mitigation measure will be subject to the requirement that such long-term mitigation and reporting plans for such acquisitions are to be approved by the Deputy Director for Water Rights of the State Water Resources Control Board prior to construction of the Plunge Pool Pipeline. (Draft EIR page 3.3-44; Final EIR Section 2.4.)
MM BIO-9	Muni/Western will monitor and remove invasive non-native species establishing in the channel and adjacent RAFSS habitats between Seven Oaks Dam and Mill Creek. Target species include species of tamarisk or salt cedar (*Tamarix* spp.), fountain grass (*Pennisetum setaceum*), and giant reed (*Arundo donax*). These species establish in habitats suitable to SBKR and Santa Ana River woolly-star and have the potential to

MM BIO-9 (Continued)	spread further into adjacent suitable habitat areas. Initial control will be established using a combination of physical removal and herbicidal treatment using appropriate environmental safeguards. Herbicides will be used pursuant to manufacturer's instructions, and standard measures will be taken to avoid impacts to water quality. Two to several follow-up treatments would be anticipated during the first year with follow-up monitoring and treatments at least once annually in the ensuing years. (Draft EIR page 3.3-61; Final EIR Section 2.4.)
MM BIO-10	Muni/Western will develop a program, in coordination with MSHCP agency participants, to selectively restore SBKR and Santa Ana River woolly-star habitat by using habitat manipulation, either by mechanical means or high pressure water, to remove vegetation and leave freshly deposited sand and silt, simulating the habitat-renewing aftermath of natural flooding. This will be done using an adaptive management approach with input from Multispecies Habitat Conservation Plan (MSHCP) stakeholders. If the high-pressure water method is used, water will be piped. A high-pressure nozzle will be directed at localized areas of habitat determined to be suitable for SBKR and Santa Ana River woolly-star after renewal. The nozzle will be hand-operated or operated from a light vehicle. Treatments will be accomplished in a randomized block design to allow experimental testing of variables such as duration and intensity of spray, addition of clean stand, season of disturbance, application of seed vs. allowing natural dispersal, etc. A rigorous monitoring program funded by Muni/Western will be established to enable the differences among experimental treatments to be determined. The primary indicator of success will be related to development of habitat characteristics identified with pioneer to intermediate RAFSS habitat within the SBKR and Santa Ana River woolly-star populations that have been documented. These characteristics are documented in the literature and will be specified as part of the Muni/Western Program. The program will be adjusted appropriately as results from earlier efforts become available. The design and implementation of the ongoing effort will be funded by Muni/Western and conducted by representatives of Muni/Western with input from the USFWS and CDFG. A complete description of this method is also included in Appendix E7 of the Draft EIR, Section 2.0. Muni/Western commit to achieving a mitigation performance of restoring 10 acres of intermediate- to late-stage RAFSS habitat to the early or intermediate stage RAFSS habitat during the first 20 years of Project implementation (Draft EIR pages 3.3-61 and 3.3-62; Final EIR Section 2.4.)
MM CR-1	In the event of an unanticipated archaeological or paleontological resource discovery during construction, all ground disturbances within 150 feet of the discovery will be halted or redirected to other areas until the discovery has been documented by a qualified archaeologist or paleontologist, and its potential significance evaluated consistent with CEQA. Resources considered significant will be avoided by Project design. If avoidance is not feasible, the resource will be subject to a data recovery mitigation program, as appropriate. If human remains are discovered the County Coroner will be contacted, and all procedures required by the California Health and Safety Code Section 7050.5, State CEQA Guidelines Section 15064.5(e) and PRC Section 5097.98 will be followed. (Draft EIR page 3.9-19.)
MM-CR-2	Proposed construction of the Plunge Pool Pipeline will avoid physical impacts to the Francis Cuttle Weir Dam to the extent feasible. In the event that any portion of the Francis Cuttle Weir Dam would be modified or demolished, a qualified architectural historian will prepare a historic recordation of the Francis Cuttle Weir Dam, in the context of the Conservation District's groundwater spreading system. The recordation will conform to the standards of either the Historic American Buildings Survey (HABS) or the Historic American Engineering Record (HAER). (Draft EIR page 3.9-20.)

MM CR-3	Prior to construction activities along the segment of the Plunge Pool Pipeline, Phase I, align north of Greenspot Road, the location of the North Fork Canal will be precisely mapped on engineering design plans to identify where the canal falls within the construction corridor. Temporary fencing will be placed 5 feet south of the canal along the portion of the canal that falls within the construction corridor to provide a small buffer area, and no heavy construction equipment or vehicles will be allowed north of the fencing. (Draft EIR page 3.9-21.)
MM CR-4	If it is necessary to install the Morton Canyon Connector II Pipeline through the "Hole in the Wall" within the retaining wall of Greenspot Bridge, construction activities will be confined to previously disturbed sections only and the wall will be restored to pre-Project conditions. Prior to construction, a qualified architectural historian will review the final construction designs of the Morton Canyon Connector II Pipeline to verify avoidance of significant impacts to any Greenspot Bridge feature. (Draft EIR page 3.9-24.)
MM HAZ-1	Muni/Western will direct the contractor to wash out concrete trucks in a designated area where the material cannot run off into a stream or percolate into the groundwater. This area will be specified on all applicable construction plans and be in place before any concrete is poured. Muni/Western will direct the contractor to construction vehicles in a manner that contains fluids, such as lubricants, within an impervious area to avoid spill-related water quality impacts. (Draft EIR page 3.12-12.)
MM HAZ-2	Muni/Western will direct the contractor to inspect and, as necessary, service all equipment before it enters the construction site and regularly thereafter, and before working immediately adjacent to the Santa Ana River or any other drainage or creek to avoid equipment leak-related water quality impacts. Muni/Western will direct the contractor to repair any leaks or hoses/fittings in poor condition before the equipment begins work. (Draft EIR page 3.12-12.)
MM HAZ-3	Muni/Western will direct the contractor to prepare a spill prevention and contamination plan prior to equipment use on the site. Muni/Western will direct the contractor to follow the spill prevention plan during Project construction to prevent spill-related water quality impacts. This plan will include, but not necessarily be limited to: a. Specific bermed equipment maintenance and refueling areas. b. Bermed and lined hazardous material storage areas on site that are covered during the rainy season. c. Hazardous material spill cleanup equipment on site (e.g.,absorbent pads, shovels, and bags to contain contaminated soil). d. Workers trained in the location and use of cleanup equipment. (Draft EIR page 3.12-12.)
MM HAZ-4	Using available data, in conjunction with the integrated surface and groundwater models, Muni/Western will identify groundwater trends, including plume movement and isolate changes attributable to implementation of the Project. To the extent feasible given existing infrastructure, and consistent with meeting other basin management objectives, Muni/Western will direct Project water spreading to limit adverse plume movements. (Draft EIR page 3.12-14.)
MM-HAZ-5	Muni/Western will make an alternative water supply available to parties affected by contaminated wells, or provide treatment for affected wells, at Muni/Western's discretion. The alternative supply or treatment for affected wells will be made available for all times when pertinent water quality standards are exceeded as a result of the Project. (Final EIR section 2.3.2.)
MM GEO-1	Before beginning construction, a sedimentation and erosion control plan will be prepared by Muni/Western and submitted to the Santa Ana Regional Water Quality Control Board

MM GEO-1 (Continued)	(SARWQCB) for approval. In addition, a Storm Water Pollution Prevention Plan (SWPPP) will be prepared by Muni/Western and submitted to the SARWQCB for approval prior to construction. Where possible, erosion control measures will be implemented by Muni/Western before beginning work in the rainy season. To minimize short-term impacts associated with erosion and off-site siltation of the SAR, standard erosion and sediment control features will be used during and immediately after grading and excavations.
MM GEO-2	Muni/Western will direct the contractor to install, prior to de-watering activities, energy dissipation devices at discharge points to prevent erosion. Sedimentation basins (such as straw bales lined with filter fabric) will be used at dewatering discharge points to prevent excess downstream sedimentation. These basins will be constructed during dewatering and regularly maintained during construction, including after storm events, to keep them in good working order.
MM GEO-3	Muni/Western will implement recommendations established in a site-specific geotechnical report, prepared by a qualified engineer or engineering geologist. The report recommendations will be based on comprehensive evaluation of slope stability, seismic, and soil conditions that may affect construction of the pipelines and related facilities. Recommendations will be consistent with provisions of California Code of Regulations, Title 8, Construction and Safety Orders. Project grading and excavations will be observed by a geotechnical engineer, engineering geologist, or other qualified representative, to verify compliance with recommendations of the geotechnical report. The geotechnical investigation will be completed in accordance with: (1) CDMG Special Publication 117, *Guidelines for Evaluating and Mitigating Seismic Hazards in California* (CDMG 1997). (2) Southern California Earthquake Center, Recommended Procedures for Implementation of DMG Special Publication 117 Guidelines for Analyzing and Mitigating Liquifaction in California (SCEC1999).
MM GEO-4	Muni/Western will implement seismic-related recommendations contained in a site-specific geotechnical report, as discussed in MM GEO-3, to minimize seismically induced damage to the pipeline.
MM GEO-5	A water flow shut-off mechanism will be installed by Muni/Western at the Plunge Pool Pipeline Intake Structure to terminate flow immediately following a large earthquake in the vicinity of the site.
MM GEO-6	Muni/Western will complete emergency repairs to the pipeline and/or related facilities, in the event of seismically induced damage. MM GEO-1 and MMGEO-2 will be applied to reduce erosion related impacts associated with soil disturbance during emergency repairs.
MM GEO-7	Muni/Western will implement a groundwater level monitoring program using data from Index Wells (see Figure 3.4-5). This information will be used in conjunction with forecasts of groundwater levels derived from Muni/Western integrated surface and groundwater models to identify trends in groundwater levels and identify changes attributable to the Project. To the extent feasible given existing infrastructure, and consistent with meeting other basin management objectives, Muni/Western will direct Project water spreading to limit high groundwater conditions in the vicinity of Devil Canyon, Lytle Creek, Mill Creek, and areas in the forebay and intermediate area of the SBBA.

MM GEO-8	Muni/Western will implement a groundwater level monitoring program using data from Index Wells. This information will be used in conjunction with forecasts of groundwater levels derived from Muni/Western integrated surface and groundwater models to identify trends in groundwater levels and isolate changes attributable to the Project. To the extent feasible given existing infrastructure, and consistent with meeting other basin management objectives, Muni/Western will direct Project water spreading to limit potential for subsidence in the Pressure Zone area of the SBBA.
MM GW-1	Using available reliable data, Muni/Western will, on an annual basis, evaluate impacts of the Project on TDS and nitrate concentrations in the SBBA. To the extent feasible given existing infrastructure, and consistent with meeting other basin management objectives, Muni/Western will direct Project water spreading to reduce significant TDS and nitrate impacts.
MM SW-2	An energy dissipation structure, a device to slow fast moving flows so as to prevent erosion, will be placed at the terminus of the pipeline delivering water to Lytle Basins channel to ensure that water from the Project does not scour or erode the channel.
MM PS-12	Per the requirements of the Seven Oaks Accord, to avoid a significant effect on groundwater levels at one or more index wells located outside the Pressure Zone, Muni/Western will spread sufficient water to maintain static groundwater levels at the affected index wells. To implement this mitigation measure, Muni/Western will use a groundwater monitoring program based on information derived from the index wells. This information will be used in conjunction with forecasts of groundwater levels derived from Muni/Western integrated surface and groundwater models to identify trends in groundwater levels and isolate the share of change attributable to the Project. Remedial action will be implemented prior to an actual 10-foot reduction being reached, to avoid the significant impact.

Table 2: Cumulative Mitigation Measures

MM Cumulative BIO-1	The San Bernardino General Plan continues a number of policies in the Natural Resources Element designed to require review of biological impacts for each development project in coordination with the development and enforcement of Habitat Conservation Plans, and development of monitoring programs. The Riverside County General Plan Draft Program EIR identifies policies form the Multipurpose Open Space Element of the County of Riverside General Plan as well as additional measures to reduce impacts to biological resources associated with growth. Policies are designed to require review of biological impacts for each development project, avoidance of habitat fragmentation, and use of constructed wetlands to treat water before it enters the natural stream system. Residual impacts: despite General Plan policies, significant unavoidable cumulative biological impacts would still occur in San Bernardino and Riverside Counties.
MM Cumulative CR-1	Individual review of each of the related projects under CEQA would likely result in the identification of any significant cultural resource impacts and provide mitigation to reduce or avoid impacts. It is not certain that all significant cumulative impacts could be successfully mitigated, given the potentially large amount of ground disturbance involved with the Project and related projects. Residual impacts: potential cumulative impacts on cultural resources would remain significant.
MM Cumulative CR-2	The Natural Resources Element of the San Bernardino County General Plan contains a number of policies to mitigate impacts to cultural resources. Generally, these policies require cultural resource field surveys with all project submittals; the preparation of cultural resource overlays for all existing Planning Areas not covered by an overlay map; preliminary cultural resource reviews by the Archaeological Information Center; the cataloging of artifacts discovered as a result of a cultural resource investigation; and notification of the Native American Heritage Commission if projects require the excavation of Native American archaeological sites. The Multipurpose Open Space Element of the Riverside County General Plan also contains relevant policies that would mitigate impacts to cultural resources. The Riverside County General Plan Draft Program EIR identifies additional mitigation measures including compliance with State Health and Safety Code Section 7050.5 that requires disturbance of an area to cease where human remains have been encountered until the Riverside County Coroner has made a determination of the origin and disposition; avoidance of

	cultural resources where possible, where avoidance of cultural resources is not possible, the planting of deterrent plant species such as prickly pear cactus shall be completed to minimize public availability to the site; and additional measures if avoidance and/or preservation of cultural resources is not possible, such as having a participant-observer present from the appropriate Indian Band or Tribe during archaeological testing or excavation of a project site. Residual impacts: significant cumulative impacts to cultural resources could still occur given the potentially large amount of ground disturbance related to growth and development.
MM Cumulative HAZ-1	The San Bernardino County General Plan includes policies to reduce impacts related to hazardous materials. Specifically, the Hazardous Waste/Materials section of the Man-made Hazards Element includes policies HW-1 through HW-26. In general, these measures establish an effective and expeditious permitting process for siting hazardous waste facilities that includes extensive public participation; ensures the protection of public health and safety when siting needed hazardous waste facilities; develops uniform set of criteria for the siting of hazardous waste facilities in the County, including a requirement that facilitates the siting only in areas with a zoning overlay of Specified Hazardous Waste Facility; and ensures coordination among agencies and County departments in the review of all hazardous waste applications within the County.
MM Cumulative SW-1	The San Bernardino General Plan contains a number of policies in the Water section of the Natural Resources Element designed to coordinate and manage water resources throughout the County. However, with regard to water resources in San Bernardino County, significant unavoidable impacts would still occur. The Riverside County General Plan addresses localized flooding risks in the Safety Element of the proposed Riverside County General Plan. Additionally, the proposed Riverside County General Plan Draft Program EIR contains measures to further mitigate flooding impacts including use of FEMA documents to minimize flood hazards, prohibition by the County of the alteration of floodways and channelization where possible, and the requirement that the 10–year flood flows be contained within the tops of curbs and the 100-year flood flows within the street rights-of-way. These policies would mitigate impacts related to surface water in Riverside County. Residual impacts: significant cumulative impacts to surface water resources related to water demand and generation of urban contaminants could still occur in San Bernardino County.

MM Cumulative GW-1	The San Bernardino County General Plan contains a number of policies in the Water section of the Natural Resources Element designed to coordinate and manage water resources throughout the County. The Riverside County General Plan contains a number of policies in the multipurpose Open Space Element and Land Use Element designed to avoid overdraft and groundwater contamination. Residual impacts: significant unavoidable cumulative groundwater impacts would still occur in San Bernardino County.

Receipt # 4155519

DATE FILED & POSTED

NOTICE OF EXEMPTION

To:
San Bernardino County Clerk
Hall of Records Building, First Floor
222 W. Hospitality Lane
San Bernardino, CA 92415

Kern County Clerk
1115 Truxtun Avenue
Bakersfield, CA 93301

From:
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408

CLERK OF THE BOARD
OCT 07 2011
COUNTY OF
SAN BERNARDINO

Project Title: Water Banking and Water Supply Reliability Program with Kern Delta Water District

Location -- Specific: Counties of Kern and San Bernardino, within service areas of Kern Delta Water District and San Bernardino Valley Municipal Water District

Description of Nature, Purpose, and Beneficiaries of Project: San Bernardino Valley Municipal Water District (hereinafter, "Valley District") proposes to bank State Water Project water in banking facilities operated by the Kern Delta Water District (hereinafter, "Kern Delta") for later withdrawal and use within Valley District. Under the program, the Valley District will bank up to 30,000 acre-feet of the water it would otherwise be allocated during the 2011-2012 water year pursuant to Table "A" of its State Water Project contract in existing water banking facilities operated by the Kern Delta. Diversions to the water banking facilities will be made through existing water conveyance facilities and will occur during the period between October 2011 and February 2012. Under the proposal, Kern Delta will, at Valley District's request, return up to 5,000 acre-feet per year to Valley District through existing conveyance facilities during or after the 2011-12 water year.

The proposal is consistent with and included within the scope of Kern Delta's 2002 Final Environmental Impact Report ("FEIR") for its Groundwater Banking And In-Lieu Water Supply Project (State Clearinghouse # 2001011103), which addressed the environmental impacts of the use of Kern Delta's facilities for the banking of up to 213,000 acre-feet by other water agencies, such as Valley District. Because Valley District's proposal involves making use of presently-unused capacity of the California Aqueduct, other State Water Project facilities, and Kern Delta's conveyance and banking facilities, all of which were indentified in Kern Delta's FEIR as facilities that would be used to bank water, the project represents the use of existing facilities within the limits established by applicable legal requirements. Moreover, the environmental effects, if any, of the project were fully analyzed in Kern Delta's FEIR, and the project does not alter the conclusions of the 2002 FEIR.

SBVMWD LEGAL
DOCUMENT 2327

Name of Public Agency Approving or Carrying Out Activity: San Bernardino Valley Municipal Water District

Finding of Exempt Status:

☒ Categorical Exemption. CEQA Guidelines § 15301 (Existing Facilities)

Reasons why activity is exempt:

The project is exempt from CEQA review pursuant to 14 Cal. Code Regs. § 15301 (Existing Facilities) because the proposal is for the banking and recovery of up to 30,000 acre feet of water delivered pursuant to an existing long term State Water Project contract through existing water conveyance facilities to and from existing water banking facilities. The overall program for water banking by Kern Delta (of which this banking project is a small part) was previously analyzed under CEQA and any significant effects on the environment were fully mitigated.

Agency Contact Person: Douglas Headrick **Telephone:** (909) 387-9200

Signature: Douglas D Headrick **Date:** 10/7/2011

Douglas Headrick

Title: General Manager

☑ Signed by Public Agency

☐ Signed by Applicant

Date received for filing by County Clerk:

_____

1190069.3

State of California—The Resources Agency
DEPARTMENT OF FISH AND GAME

2011 ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIPT # 415519

STATE CLEARING HOUSE # (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY: San Bernardino Valley Municipal Water District
DATE: 10/7/2011
COUNTY/STATE AGENCY OF FILING: County of San Bernardino
DOCUMENT NUMBER:
PROJECT TITLE: Water Banking and Water Supply Reliability Program with Kern Delta
PROJECT APPLICANT NAME: San Bernardino Valley Municipal Water District
PHONE NUMBER: 909 387-9200
PROJECT APPLICANT ADDRESS: 380 East Vanderbilt Way
CITY: San Bernardino
STATE: CA
ZIP CODE: 92408

PROJECT APPLICANT (Check appropriate box):
☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$2,839.25	$
☐ Mitigated/Negative Declaration (ND)(MND)	$2,044.00	$
☐ Application Fee Water Diversion (State Water Resources Control Board Only)	$850.00	$
☐ Projects Subject to Certified Regulatory Programs (CRP)	$965.50	$
☑ County Administrative Fee	$50.00	$ 50.00
☐ Project that is exempt from fees		
☑ Notice of Exemption		
☐ DFG No Effect Determination (Form Attached)		
☐ Other		$

PAYMENT METHOD: #394150
☐ Cash ☐ Credit ☑ Check ☐ Other
TOTAL RECEIVED $ 50.00

SIGNATURE: X
TITLE: Deputy Clerk

WHITE - PROJECT APPLICANT | YELLOW - DFG/ASB | PINK - LEAD AGENCY | GOLDENROD - COUNTY CLERK | FG 753.5a (Rev. 11/10)

State of California—The Resources Agency
DEPARTMENT OF FISH AND GAME
2011 ENVIRONMENTAL FILING FEE CASH RECEIPT
RECEIPT # 415519
STATE CLEARING HOUSE # (If applicable)
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DATE: 10/7/2011
COUNTY/STATE AGENCY OF FILING: County of San Bernardino
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CHECK APPLICABLE FEES:
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☑ County Administrative Fee $50.00 $ 50.00
☐ Project that is exempt from fees
☑ Notice of Exemption
☐ DFG No Effect Determination (Form Attached)
☐ Other $
PAYMENT METHOD: #394150
☐ Cash ☐ Credit ☑ Check ☐ Other
TOTAL RECEIVED $ 50.00
SIGNATURE: X
TITLE: Deputy Clerk
WHITE - PROJECT APPLICANT | YELLOW - DFG/ASB | PINK - LEAD AGENCY | GOLDENROD - COUNTY CLERK | FG 753.5a (Rev. 11/10)

AGREEMENT BETWEEN KERN DELTA WATER DISTRICT AND THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT FOR A WATER MANAGEMENT PROGRAM

THIS AGREEMENT ("**Agreement**"), dated as of Oct 26, 2011, is entered into by and between the **KERN DELTA WATER DISTRICT** ("**Kern Delta**"), and **THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT** ("**Valley**"). Valley and Kern Delta may be referred to individually as Party or collectively as Parties.

PREAMBLE

This Agreement is in furtherance of development of a water management program ("Regulation Program") that is being implemented by Kern Delta and Valley for the purpose of enhancing the water supply available to both entities. It is intended that nothing in this Agreement or the Regulation Program is to (1) materially impair the integrity of existing and ongoing Kern Delta operations; (2) adversely impact either physically, operationally or economically the Kern Delta or its landowners; or (3) result in a net decrease in water supplies available for beneficial use within Kern Delta's boundaries specifically and the southern San Joaquin Valley generally. It is the intention of the Parties that, through provisions of this Agreement, actual or prospective adverse impacts of the Regulation Program will be avoided. The Regulation Program is intended to be operated in a manner to optimize available water supplies. It will utilize Kern Delta Facilities, as well as the Cross Valley Canal and the Intertie

Canal of the Arvin-Edison Transportation Facilities.

RECITALS

A. Kern Delta includes approximately 129,000 acres within its boundaries. Attached Exhibit B includes maps setting forth the boundaries (service area) of Kern Delta (Exhibit B-1); the Regulation Program Facilities (Exhibits B-2 and B-3). Approximately 87,000 acres have existing service connections to the Kern Delta distribution system (2,000 acres of which lie outside Kern Delta's boundaries), and the landowners within said surface water service area are in large part dependent on Kern Delta for a water supply. Additionally, Kern Delta's operations enhance groundwater conditions for the remaining approximately 34,000 acres within the District. To meet landowner demand, Kern Delta has, among other things, (i) contracted for a water supply with the Kern County Water Agency ("KCWA") providing for delivery to Kern Delta of 25,500 acre-feet of Table A Water from the California State Water Project ("Table A Water"); (2) entered into agreements with Buena Vista Water Storage District ("Buena Vista") providing for the exchange of Kern Delta's Table A Water for a like amount of Buena Vista's Kern River water; (3) acquired various Kern River water rights historically utilized to serve lands within and without Kern Delta's boundaries ("Kern River Entitlement"); and (4) entered into agreements with The Metropolitan Water District of Southern California ("Metropolitan") providing for the regulation of Metropolitan's water in the groundwater basin underlying Kern Delta. At times, Kern Delta has water available from its Table A Water, its Kern River Entitlement, or other sources, which could be better regulated through additional facilities constructed within Kern Delta and, in consideration of the benefits to be derived through this Agreement, Kern Delta is willing to regulate for Valley other water provided by Valley.

B. Valley is a public agency formed under the Municipal Water District Act of 1911. Valley provides imported supplies for water agencies to supplement local municipal water supplies within service area located in San Bernardino and Riverside Counties. Valley obtains its water supplies from the State Water Project, and other sources. Valley seeks to augment its dry year water supplies by arranging for delivery to and banking of water within Kern Delta and the extraction and delivery of banked water to Valley during periods of insufficient supply from available sources.

C. Valley and Kern Delta find that it will be mutually advantageous to enter into the Regulation Program as provided in this Agreement, whereby Kern Delta will regulate water on Valley's behalf and deliver that water to Valley upon request. The regulated water generally will be banked in the Kern Delta Basin and, upon demand of Valley; such water will be delivered to Valley through either an existing intertie into the California Aqueduct or through an exchange for water in the California Aqueduct, or both.

D. The Regulation Program will provide for usage by Valley of existing Kern Delta Facilities and construction and operation, for Valley usage, of Kern Delta Regulation Program Facilities, as well as Valley's usage of certain of Arvin-Edison Transportation Facilities and Cross Valley Canal. This Regulation Program is intended to provide a minimum recharge and return capability of 5,000 acre-feet annually.

E. This Agreement, through regulation and conservation of water supplies, is intended to (1) provide Valley with additional supplies of water and (ii) consistent with providing benefit to Valley also provide Kern Delta with access to new facilities, improved reliability of supplies and improve Kern Delta's ability to enhance groundwater conditions.

F. Consistent with the California Environmental Quality Act ("CEQA"), Kern Delta,

acting as lead agency, has completed an Environmental Impact Report concerning the Regulation Program. Kern Delta's Board of Directors, on November 12, 2002, considered, approved and certified the Final Environmental Impact Report ("FEIR"), as being in compliance with CEQA, and Valley's Board of Directors, acting as a responsible agency, on October 4, 2011,considered and approved a Notice of Exemption for the activities contemplated under this Agreement. A Notice of Determination to proceed with the Regulation Program was adopted by Kern Delta on November 12, 2002. In August 2011 Kern Delta prepared an addendum to the aforementioned EIR; this action is consistent with Kern Delta's 2002 Environmental Impact Report, which addresses the use of Kern Delta's existing and new recharge and conveyance facilities to enhance Kern Delta surface and groundwater supplies, (Exhibit E, Addendum to the FEIR).

G. The parties have relied upon various studies to make the following assumption upon which this Agreement is based; that, with existing facilities and wells along with the new facilities contemplated under this Agreement for the operation of the Regulation Program, it will be possible to regulate sufficient water in, and return sufficient water from, the groundwater basin for both Kern Delta's Normal and Customary Uses and Regulation Program purposes.

ARTICLE 1. DEFINITIONS

As used in this Agreement, each of the following terms shall have the respective meaning given to it in this Article 1 unless expressly stated to the contrary where such term is used.

1.1 "Account" means an account maintained by Kern Delta for the benefit of Valley pursuant to this Agreement in which Regulated Water, which is Delivered Water less losses deducted in accordance with Article 3 (Operational Losses), is credited upon delivery to the Point of Delivery to Kern Delta and is debited upon delivery to the Point of Delivery to Valley.

1.2 **"Account Balance"** means the difference between the credits and debits in the Account.

1.3 **"Agreement"** means, as of any particular time, this Agreement for a Water Management Program, as amended or supplemented by the Parties through that time.

1.4 **"Arvin-Edison Intake Canal"** means the Arvin-Edison Intake Canal owned and operated by the Arvin-Edison Water Storage District to the full extent of the capacity rights provided for in the Arvin-Edison MOU.

1.5 **"Arvin-Edison MOU"** means the agreement among Kern Delta with Arvin-Edison Water Storage District to use all or a portion of Arvin-Edison Transportation Facilities.

1.6 **"Arvin-Edison Transportation Facilities"** means Arvin-Edison Intake Canal, Forest Frick Pumping Plant, and all appurtenant facilities and structures as specified in the Arvin-Edison MOU.

1.7 **"Cross Valley Canal"** means the Cross Valley Canal owned and operated by the Kern County Water Agency to the full extent of Kern Delta's designated capacity (i.e., not including unused capacity of other participants) in the enlarged Cross Valley Canal as provided in the Cross Valley Canal Participation Agreement.

1.8 **"Cross Valley Canal Participation Agreement"** has the meaning provided for in this agreement, Recitals Section D.

1.9 **"Delivered Water"** means water which Valley makes available to Kern Delta at the Point of Delivery to Kern Delta pursuant to this Agreement.

1.10 **"Delivery Canal"** means (i) the Cross Valley Canal; and (ii) all interconnecting facilities from the Cross Valley Canal used to transport water to Kern Delta's service areas.

1.11 **"DWR"** means the Department of Water Resources of the State of California.

1.12 **"Effective Date"** means the date set forth on the first line of this Agreement

1.13 **"Execution Date"** means the date set forth on the first line of this Agreement.

1.14 **"Financial Account"** means the Account provided for in Section 5.1 (Put Payments).

1.15 **"KCWA"** means the Kern County Water Agency.

1.16 **"Kern Delta Basin"** means that portion of the southern San Joaquin Valley groundwater basin underlying the lands within the boundaries of Kern Delta.

1.17 **"Kern Delta Facilities"** means Kern Delta Regulation Program Facilities.

1.18 **"Kern Delta Regulation Program Facilities"** means Kern Delta Regulation Program Facilities.

1.19 **"Normal and Customary Uses"** means (i) deliveries to meet historic demands, as existing prior to Execution Date, of water users within Kern Delta's surface water service areas as provided at Subsection 4.2.2 of Section 4.2 (Conditions On Return of Regulated Water), (ii) historic transfers (including exchanges) and transfers similar to the type historically existing prior to Execution Date, entered into by Kern Delta with other entities, and (iii) operational conditions and criteria which would exist and/or be employed with or without the Regulation Program (for example spreading programs, energy load management, aquatic pest control and the like).

1.20 **"Participation Payment"** means the amount of money paid by Valley to Kern Delta for Delivered Water as full compensation for regulation program implementation costs (i.e., design, construction, inspection, administration and right of way) which amount is $40.00 per acre foot.

1.21 "Point of Delivery to Kern Delta" means the California Aqueduct turnout to the Cross Valley Canal; or other turnout mutually agreed upon by the parties such as the Arvin-Edison Transportation Facilities.

1.22 "Point of Delivery to Valley" means the California Aqueduct at/or between Reaches 12E and 14A, or any other point of delivery mutually agreed upon by the parties.

1.23 "Put Payment" means the Participation Payment and operation, maintenance and replacement costs determined on a per acre-foot basis, and energy cost in accordanee with Section 5.1 (Put Payments) hereof.

1.24 "Regulatcd Water" means Delivered Water less losses deducted in accordance with Article 3 (Operational Losses), credited pursuant to Section 2.5 (Regulation of Water).

1.25 "Regulation Program" means the water management program provided for in this Agreement.

1.26 "Take Payment" means the amount of money paid by Valley to Kern Delta for each acre foot of Regulated Water returned to Valley pursuant to this Agreement, which amount is specified in Section 5.2 (Take Payments) hereof.

1.27 "Year" means a calendar year commencing on January 1 and ending on December 31.

ARTICLE 2. REGULATION OF WATER

2.1 Source of Water. Valley shall provide Delivered Water at the Point of Delivery to Kern Delta for regulation under this Agreement. All such Delivered Water (exclusive of losses) shall be credited to Valley's Account as Regulated Water. Delivered Water shall be of at least as good water quality as otherwise available from the California Aqueduct or as Kern Delta

would otherwise be able to accept for its own use.

2.2 Program Level. If requested by Valley, Kern Delta shall accept from Valley at the Point of Delivery to Kern Delta such a quantity of Delivered Water as will result in crediting to the Account 26,700 acre-feet (after losses determined pursuant to Article 3) of Regulated Water.

2.3 Priorities and Schedule For Regulation.

2.3.1 Kern Delta shall have first priority to utilize Kern Delta Facilities for the purpose of meeting Normal and Customary Uses. Regulation for Valley shall be second priority to the first priority.

2.3.2 Regulation program operations shall not cause a net decrease in supplies available to Kern Delta for its own purposes.

2.4 Scheduling of Delivered Water. Valley shall submit a schedule to Kern Delta for delivery of Delivered Water. Kern Delta, in conformity with Valley's schedule, shall be responsible for scheduling delivery of Delivered Water with KCWA and shall coordinate with KCWA on its resulting request to DWR for scheduling of Delivered Water. Valley shall provide written notice to Kern Delta of its intent to provide water for regulation pursuant to Section 2.6 (Deliveries).

2.5 Regulation of Water.

2.5.1 Kern Delta shall take control and possession of Delivered Water at the Point of Delivery to Kern Delta and shall credit the Account in an amount equal to the water so delivered less the deduction for losses provided for in Article 3 (Operational Losses) with respect to such water.

2.5.2 At the time Kern Delta credits the Account, pursuant to Subsection 2.5.1

of this Section 2.5 (Regulation of Water), legal title to such water, together with the right to withdraw from the Kern Delta Basin an amount sufficient to return to Valley the Regulated Water, shall vest in Kern Delta. Upon crediting Valley's Account, Kern Delta shall convey and cause to be regulated the water so credited. Kern Delta shall thereafter hold and return the Regulated Water as provided in Article 4 (Return of Water) of this Agreement.

2.5.3 Kern Delta shall accurately maintain the Account and prepare and maintain adequate supporting records. All records shall be subject to audit, review and approval by Valley at Valley's exercise upon reasonable notification to Kern Delta.

2.5.4 Valley acknowledges that Regulated Water may be commingled with other water. At all times during the term of this Agreement, there shall be in the Kern Delta Basin an amount at least equal to the amount of the Account Balance, which shall be deemed to be Regulated Water. Kern Delta shall be deemed to remove Regulated Water from storage only as and when requested by Valley pursuant to the terms of this Agreement, and any other removal of water by Kern Delta from the Kern Delta Basin shall be deemed to be the removal of water that is not Regulated Water.

2.6 Deliveries. Valley shall not be obligated to provide Delivered Water; but shall nevertheless use reasonable efforts to provide quantities of Delivered Water which, after losses pursuant to Article 3 (Operational Losses), shall result in Kern Delta crediting the minimum amounts of Regulated Water specified in Section 5.1 (Put Payments).

ARTICLE 3. OPERATIONAL LOSSES

Transportation losses, evaporation, metering discrepancies and any other losses of water, for purposes of this Agreement are collectively fixed to be eleven percent (11%) of the amount

of Delivered Water provided for the Regulation Program as measured at the Point of Delivery to Kern Delta. These losses are subject to modification in the future with the concurrence of both Parties. Any modifications shall only apply to deliveries made after the date of the modification and Account Balance shall not be adjusted as to previous Delivered Water and Regulated Water.

ARTICLE 4. RETURN OF WATER

4.1 Methods of Return of Regulated Water.

4.1.1 Kern Delta shall only be obligated to return Regulated Water so long as the return does not cause the Account Balance to be less than zero.

4.1.2 Upon request by Valley, Kern Delta shall deliver Regulated Water to Valley at the Point of Delivery to Valley by any one or more of the following methods: (i) an exchange of Regulated Water for SWP water in the California Aqueduct; (ii) an exchange of Regulated Water for other surface supplies, or with Valley's consent, groundwater deliverable to and into the California Aqueduct; (iii) the recovery of Regulated Water and delivery thereof to and into the California Aqueduct via existing or new Kern Delta facilities; or (iv) any other means mutually acceptable to the Parties.

4.1.3 In utilizing the methods specified in Subsection 4.1.2(ii) and (iv) of Section 4.1 (Methods of Return of Regulated Water), Kern Delta may propose to exchange Valley's Regulated Water for an equal amount of water from other sources which Kern Delta elects to make available in the California Aqueduct. Kern Delta will be deemed to have affected such an exchange by delivering such water to Valley at the Point of Delivery to Valley.

4.1.4 Kern Delta, upon request of Valley, and subject to the conditions at Sections 4.2 (Conditions On Return of Regulated Water) through 4.4 (Water Quality), shall

return up to 5,000 acre-feet of Regulated Water per year, subject to Section 4.2.3.

4.2 Conditions on Return of Regulated Water. The return of Regulated Water by Kern Delta to Valley shall be subject to the following terms and conditions:

4.2.1 Except as otherwise provided for in Section 8.1 (Regulation Program), for each acre-foot of Regulated Water held by Kern Delta for Valley, Kern Delta shall ultimately return one acre-foot of water to Valley.

4.2.2 Return of Regulated Water by Kern Delta shall not interfere with Normal and Customary Uses by Kern Delta of its available water supplies. Kern Delta may modify from time to time its service area. Any such modifications shall not interfere with Kern Delta's ability to deliver Regulated Water to Valley unless consented to in writing by Valley.

4.2.3 Notwithstanding any other provision of this Agreement, Kern Delta may temporarily reduce or terminate groundwater pumping for the purpose of returning Regulated Water to Valley to (i) ensure that the groundwater basin underlying Kern Delta is protected (to the maximum extent practicable), (ii) ensure that Valley's Account Balance does not become negative, (iii) ensure that the project facilities are physically capable of returning banked water either through exchange or directly, to the California Aqueduct, and (iv) protect Kern Delta's groundwater basin in regards to an extended drought. However, such reduction or termination shall only be temporary and Kern Delta shall, with Valley's approval, adjust the scheduling of groundwater pumping to mitigate reductions in return of Regulated Water and to the extent practical, in a manner that does not cause additional unreimbursed costs to Kern Delta, Kern Delta shall take measures to change the timing and location of pumping to avoid reduction in or termination of the return of Regulated Water or return other available supplies.

4.2.4 The Regulation Program shall not adversely affect Kern Delta's existing

exchanges with other parties.

4.3 Annual Scheduling of Regulated Water. Valley shall notify Kern Delta of its intent to take delivery of Regulated Water at a Point of Delivery to Valley as early in the Year as possible, but no later than March 15 of the same Year. If such notification is provided after March 15 Kern Delta shall, in good faith, endeavor to comply with the notice to the maximum extent feasible. Kern Delta shall be responsible for all necessary approvals to return the Regulated Water to the Point of Delivery to Valley. Valley shall be responsible for any necessary approvals and costs once the Regulated Water has been returned to the Point of Delivery to Valley, provided that Kern Delta shall cooperate in obtaining such approvals.

4.4 Water Quality.

4.4.1 Based on available data, the parties have concluded that Kern Delta currently can supply Regulated Water at the California Aqueduct which meets existing Safe Drinking Water Act primary and secondary standards. (The foregoing is only a reference to an existing standard and shall not be interpreted as causing Kern Delta to become subject to the Safe Drinking Water Act.) Subject only to Kern Delta obligations under contracts or agreements existing as of Execution Date, Kern Delta shall take no direct action that would knowingly cause the quality of recovered groundwater returned as Regulated Water to not meet the existing or reasonably predictable future Safe Drinking Water primary and secondary standards. Should Kern Delta knowingly take such impermissible direct action which causes the quality of Regulated Water delivered into the California Aqueduct to not meet existing or reasonably predictable future Safe Drinking Water Act primary and secondary standards, Kern Delta shall be responsible for taking additional steps, at Kern Delta's expense, to ensure that such water meets such standards. The preceding sentence shall not apply to delivery of water under Kern

Delta's Normal and Customary Uses or water quality degraded as a result of operating under this Program. In the event that future water quality standards change, or the quality of groundwater from Kern Delta wells or surface water is such that Kern Delta cannot meet acceptable standards for direct pumpback of Regulated Water into the California Aqueduct, Regulated Water shall be returned to Valley by alternative methods satisfactory to Valley. Such alternative methods may include, but are not necessarily limited to: purchases, exchanges with others, and/or by improving Regulated Water quality to acceptable standards for direct pumpback, with the additional costs of any such methods being paid by Valley. Kern Delta's operations and financial situation shall not be adversely impacted as a result of these alternative methods.

4.4.2 Without limiting the foregoing, Kern Delta shall rotate pumping if and to the extent necessary to maximize Regulated Water quality and to use the best quality wells available, to the greatest extent practicable, for Regulated Water return purposes.

ARTICLE 5. COMPENSATION

5.1 Put Payments. Valley shall pay Kern Delta for each acre foot of Delivered Water a Put Payment which shall consist of; (i) a Participation Payment, plus (ii) an amount equal to actual costs per acre foot of operation, maintenance and replacement of Kern Delta Facilities used to regulate Delivered Water determined in accordance with Section 5.5 (OM&R Fees); plus (iii) an amount sufficient to pay all energy costs associated with the delivery, distribution, and recharge of each acre foot of Delivered Water determined in accordance with Section 5.4 (Power & Energy Costs).

5.2 Take Payments. For each acre foot of Regulated Water returned by Kern Delta to Valley, whether by recovery from the Kern Delta Basin or by exchange, Valley shall pay to

Kern Delta a Take Payment equal to the sum of the following components: (i) $47.00 adjusted pursuant to Subsection 5.3 (Adjustment of Rates) from the Effective Date; plus (ii) an amount equal to actual costs per acre foot of operation, maintenance, repair and replacement of Kern Delta Facilities used to provide Regulated Water to Valley calculated as set forth in Section 5.5 (OM&R Fees) below; plus (iii) an amount sufficient to pay all energy costs associated with the delivery of each acre foot of Regulated Water to Valley calculated as set forth in Section 5.4 (Power & Energy Costs) below.

5.3 Adjustment of Rates. The amount payable for a calendar year under Section 5.1 and Section 5.2 shall be adjusted commencing December 1 of each year commencing 2011 for the following year by the fraction of the numerator of which is the Consumer Price Index, All Urban Consumers, All Items Index, Western Cities with populations of 50,000 to 330,000 (the "CPI") for December of the Year immediately preceding the Year with respect to which the adjusted amount is being determined and the denominator of which shall be the CPI for 2010 (based on the 1982-84 index).

5.4 Power & Energy Costs.

5.4.1 The Put Payment component as specified in Section 5.1 to convey Delivered Water from Kern Delta's Point of Delivery to Spreading Facilities or in lieu delivery points shall be an amount sufficient to pay all energy costs associated with the delivery, distribution, and recharge of each acre foot of Delivered Water. Take Payment component specified in Subsection 5.2 shall be determined by calculating the average unit power and energy costs to pump Regulated Water from the Kern Delta Basin for either direct delivery to the California Aqueduct or for entitlement exchange, and to convey Regulated Water through the distribution system and to deliver such water into the California Aqueduct. Said power costs

shall be computed based on the amount of energy consumed to pump, withdraw, transport, and when applicable to convey to the California Aqueduct Valley's Regulated Water in a given Year multiplied by Kern Delta's average actual unit power cost for that period.

5.4.2 The initial calculation of energy costs shall be consistent with the calculation shown in the table included in Exhibit "B-1," (Methodology for Determining Energy Requirements) and incorporated herein by this reference. The Table 2 (Energy Analysis Results) in Exhibit B-1 may be revised from time to time by written consent of the Parties, which consent shall not be unreasonably withheld. The intent of Exhibit B-1 is to provide Kern Delta with sufficient revenue to recover the power costs incurred by Kern Delta for transportation, regulation and withdrawal of Delivered and Regulated Water and to allow Kern Delta flexibility to change the calculation based on experience and the changing electric utility industry and possible changes in its power supply and transmission contracts.

5.5 OM&R Fees. For each acre-foot of Delivered Water or Regulated Water, whether conveyed directly by Kern Delta or by exchange, Valley shall pay to Kern Delta the applicable operation, maintenance and replacement fee ("OM&R fee") based on the following rates which are to approximate Kern Delta's actual OM&R and administrative costs to perform the functions listed. The methodology for determining such costs is included in Exhibit "B-2" (Methodology for Determining O&M Costs and Replacement Cost) attached hereto and incorporated herein by this reference.

5.5.1 Spreading (Either direct recharge or in-lieu or exchange) OM&R Fee of $3.52 per acre-foot of Delivered Water regulated for Valley.

5.5.2 Extraction (Either direct pumping or in-lieu or exchange) OM&R Fee of $8.20 per acre-foot of Regulated Water delivered to Valley upon return of Regulated Water.

5.5.3 Conveyance (Either directly conveyed or exchange) OM&R Fee of $19.88 per acre-foot of Delivered Water (upon delivery into storage), and $12.88 per acre-foot of Regulated Water (upon return of Regulated Water).

5.5.4 Commencing December of the first full year following Execution Date, each OM&R Fee provided for in this Section 5.5 (OM&R Fees) shall be adjusted for the following year by the fraction of the numerator of which is the Consumer Price Index, All Urban Consumers, All Items Index, Western Cities with populations of 50,000 to 330,000 (the "CPI") for December of the Year immediately preceding the Year with respect to which the adjusted amount is being determined and the denominator of which shall be the CPI for 2010 (based on the 1982-84 index). In lieu of the aforesaid adjustment for each of the sixth and subsequent fifth full years ("Methodology Adjustment Years") following Execution Date, each OM&R Fee provided for in this Section 5.5 (OM&R Fees) shall be subject to the Methodology Adjustment, which shall utilize the applicable methodology provided for in Exhibit B-2 (Methodology for Determining O&M Costs and Replacement Costs). For purposes of calculating adjustments in years between Methodology Adjustment Years, the OM&R Fee determined for the previous Methodology Adjustment Year shall be utilized for adjustments until the next succeeding Methodology Adjustment Year.

5.6 State Project Costs. For all Regulated Water returned by Kern Delta pursuant to Subsection 4.1.2 of Section 4.1 (Methods of Return of Regulated Water), Valley shall pay applicable State Water Project costs beyond the Point of Delivery to Valley.

5.7 Payment Schedule. For payment obligations incurred pursuant to Participation Payments; Sections 5.1 (Put Payments); 5.2 (Take Payments); 5.4 (Power & Energy Costs); and 5.5 (OM&R Fees), Kern Delta may only bill Valley for water previously credited or debited to

Account pursuant to this Agreement. In all events, Kern Delta may only bill Valley, no more frequently than monthly for payments under this Agreement which payments shall be due Kern Delta and shall become delinquent thirty (30) days after Valley receives the invoice under the terms of this Agreement. Data supporting the amounts invoiced shall be provided upon the request of Valley. Kern Delta shall correct any erroneous billing promptly upon discovery of the error. If Valley has been underbilled, payment of the underbilled amount, together with interest thereon at the average investment yield of Valley's investments as reported monthly by Valley's Treasurer, shall be due and become delinquent thirty (30) days after Valley receives the corrective invoice and data justifying the change. Correction of overpayments by Valley shall become delinquent unless refunded by Kern Delta to Valley within forty-five days of discovery by either Valley or Kern Delta, together with interest thereon computed from the date the overpayment was made at the average investment yield of Valley's investments as reported monthly by Valley's Treasurer.

5.8 Delinquencies. In addition to other amounts payable, delinquencies shall bear interest at the rate of one percent (1%) per month.

ARTICLE 6. DIVISION OF RISK RESPONSIBILITIES

Kern Delta and Valley agree to cooperate, in reducing, to the greatest extent practicable, the risk from claims arising against any of the Parties from implementation of this Agreement. In the event of claims by third parties relating to this Agreement, the responsibilities of Kern Delta, and Valley shall be divided as follows:

6.1 Kern Delta Responsibilities. Kern Delta shall defend, indemnify and hold harmless Valley and its directors, officers, agents, employees and volunteers against any and all

losses, claims, demands and causes of action (herein collectively referred to as "claims") and shall assume responsibility for payment of any settlements, judgments, costs and attorneys' fees arising from claims concerning the following:

(a) Control, carriage, transportation, handling, use, disposal, or distribution of Delivered, Regulated or Transported Water from the Point of Delivery to Kern Delta and to the Point of Delivery to Valley;

(b) Any contest or dispute by any landowner or water user within the service area of, or otherwise served by, Kern Delta concerning the allocation of benefits among or the assessment of charges to Kern Delta landowners or water users;

(c) Construction, repair, modification, or replacement of any Regulation Program Facilities;

(d) Operation of the Regulation Program or Kern Delta Facilities or the actions of Kern Delta's officers, employees or agents; and

(e) Any other activities under the exclusive control of Kern Delta. If Valley is named in any such action, it may submit its defense to Kern Delta, which shall bear the full cost of defense, except to the extent that Valley utilizes its own counsel for such defense. Notwithstanding the foregoing, the responsibility for any claims challenging the validity, underlying authority or enforceability of the Regulation Program under this Agreement shall be as provided at Section 6.3 (Other Claims). Valley shall not be entitled to any indemnification from Kern Delta except as set forth in this Section 6.1 (Kern Delta Responsibilities).

6.2 Valley Responsibilities. Valley shall defend, indemnify and hold harmless Kern Delta and its respective directors, officers, agents, employees and volunteers, against any and all claims and shall assume responsibility for payment of any settlements, judgments, costs or

attorneys' fees arising from claims concerning the following:

(a) Control, transportation, handling, use, disposal or distribution of Delivered Water to the Point of Delivery to Kern Delta and Regulated Water from the Point of Delivery to Valley;

(b) Any claim by a landowner, resident, public agency or other entity within the service area of, or otherwise served by, Valley challenging the Regulation Program or this Agreement directly or indirectly;

(c) Construction, repair, modification or replacement of any of the facilities of Valley, or the State Water Project;

(d) Operation of the facilities of or the actions of the officers, employees or agents of Valley; and

(e) Any other activities under the exclusive control of Valley.

If Kern Delta is named in any such action, it may submit its defense to Valley involved, in which event Valley shall bear the full cost of defense, except to the extent Kern Delta utilizes its own counsel for such defense. Notwithstanding the foregoing, the responsibility for any claims challenging the validity, underlying authority or enforceability of the Program under this Agreement shall be as provided at Section 6.3 (Other Claims). Kern Delta shall not be entitled to any indemnification from Valley except as set forth in this Section 6.2 (Valley Responsibilities).

6.3 Other Claims. As for any claims by a third party with respect to the Regulation Program which are not otherwise provided for at Sections 6.1 (Kern Delta Responsibilities) or 6.2 (Valley Responsibilities), including any claims challenging the underlying authority for or the validity or enforceability of the Regulation Program under this Agreement, Valley shall be responsible for payment of any settlements it has approved or any judgments with respect to such claims. If Kern Delta is named in any action with respect to such a claim, it may submit its

defense to Valley and Valley shall bear the full cost of defense, except to the extent Kern Delta utilizes its own counsel for such defense. At the request of Valley, Kern Delta shall join in the defense of any claim which is not adverse to Kern Delta's water supply or financial interests, in which case Valley shall reimburse Kern Delta for all of its costs of defense. However, with respect to claims in which one or more of the plaintiffs resides or does business in Kern County challenging the recovery of groundwater under this Agreement, Valley may demand that Kern Delta join in the defense of claims. In such case, Kern Delta must comply with any such demand, the Parties shall jointly manage the litigation, and Kern Delta and Valley shall each pay one-half of the defense costs. In other such cases, Valley shall reimburse Kern Delta for all of its costs of defense.

6.4 Multiple Claims. In the event that payments are made in settlement of a claim, in satisfaction of a judgment or for defense costs where the claim arises from issues applying to both Kern Delta and Valley, payments shall be divided in proportion to the relative liability of each arising from the common claim. If the Parties cannot agree on the proportion, then the share to be paid by each of Kern Delta and Valley shall be submitted to arbitration as provided at Article 7 hereof.

ARTICLE 7. DISPUTE RESOLUTION

7.1 Informal Mediation. In the event of a dispute regarding the interpretation or implementation of this Agreement, or if the parties are unable to agree upon a matter as to which their agreement is provided for hereunder, the Parties will endeavor to resolve the dispute by using the services of a mutually acceptable consultant. The fees and expenses of the consultant shall be shared equally by the Parties.

7.2 Arbitration.

7.2.1 If a consultant cannot be agreed upon, or if the consultant's recommendations are not acceptable to the Parties, and unless the Parties otherwise agree, the matter shall be resolved by arbitration as provided in this Article 7 and in the California Arbitration Act (Part 3 [commencing with § 1280], Tit. 9, Calif. Code Civ. Proc.), including Section 1283.05. The Parties agree to be bound by the majority decision of a three-member panel to be selected as follows: (i) one member shall be selected by Valley; (ii) one member shall be selected by Kern Delta; and (iii) the third member shall be selected by the other two (2) members. If the two (2) members selected by Valley and Kern Delta are unable to agree on the selection of a third member, either Party may petition a court to appoint the third member pursuant to Code of Civil Procedure Section 1281.6. Each Party shall be responsible for any fees and expenses of the member of the panel appointed by that Party, and the fees and expenses of the third member of the panel shall be shared fifty percent (50%) by Kern Delta and fifty percent (50%) by Valley.

7.2.2 If a Party asserts that another Party has breached obligations under this Agreement, it may request that the arbitration panel order the other Party to comply with this Agreement. Upon the panel finding that a Party has in fact breached this Agreement, the panel shall order compliance. The panel may order any other equitable relief permitted by California law, including declaratory or injunctive relief, applicable to the matter before the panel for resolution. If termination is sought by a party pursuant to the terms hereof, the panel may determine the issues of whether a default has occurred or other condition precedent to the termination alleged has been satisfied and, if so, may issue orders implementing that termination. The orders of the panel shall be judicially enforceable. The panel may order that the effective

date of its order be the date of the breach, if appropriate. If Valley has suspended payments as provided in Subsection 9.1.2 of Section 9.1 (Remedies in the Event of Kern Delta's Willful Failure to Perform), it shall reimburse Kern Delta for any monies withheld and then due to Kern Delta as soon as Kern Delta again fully complies with this Agreement unless otherwise ordered by the panel. The panel may not order any damages (including consequential or punitive damages) beyond those provided for or permitted under this Agreement.

ARTICLE 8 TERM OF AGREEMENT

8.1 Regulation Program. Unless the Regulation Program provisions of this Agreement are earlier terminated pursuant to Subsection 9.1.3 of Section 9.1 (Remedies in the Event of Kern Delta's Willful Failure to Perform), Section 9.2 (Remedies in the Event of Valley's Voluntary Failure to Perform), Section 9.3 (Remedies in Event of Failure of Certain Other Remedies), or Section 10.2 (Involuntary Termination), Valley's right to provide Delivered Water pursuant to Section 2.1 (Source of Water) and to receive Regulated Water pursuant to Article 4 (Return of Water) shall terminate at the end of 2035. At the end of 2035, the entire Account Balance shall be debited and the remaining Regulated Water, if any, shall be available for Kern Delta to utilize for its own purposes.

8.2 Agreement Termination. This Agreement shall terminate at the time of termination of both the Regulation Program unless extended pursuant to Section 8.3 (Pending and Late Arising Claims).

8.3 Pending and Late Arising Claims. If a claim arising under or with respect to one or more terms of this Agreement has not been resolved when such term terminates, or if such a claim is brought after this Agreement has terminated but within the period of time for bringing

such a claim under California law ("Late Arising Claim"), the provisions of this Agreement shall continue in full force and effect for such additional period of time as is necessary to resolve such claims and to satisfy the rights and obligations of the Parties hereto with respect thereto.

8.4 Renewals of Agreement. This Agreement may be renewed by mutual agreement of the Parties, which renewal shall, unless otherwise agreed, effect a continuation of both parties' rights and duties under this Agreement.

ARTICLE 9. REMEDIES

9.1 Remedies in the Event of Kern Delta's Willful Failure to Perform.

9.1.1 If Valley alleges that Kern Delta has not substantially performed according to the terms of this Agreement or has willfully failed to perform this Agreement by causing (or, if within Kern Delta's jurisdiction, permitting) other entities or persons to interfere with Regulation Program operation, or by failing to accept or return water as and when required by this Agreement, or if Kern Delta has otherwise breached its obligations under this Agreement and notice has been provided to Kern Delta pursuant to Section 11.4 (Waiver/Cure of Defaults) and Kern Delta has failed to cure the alleged breach within the time provided in Section 11.4 (Waiver/Cure of Defaults), Valley may, at any time thereafter while the default is continuing, advise Kern Delta of the remedy or remedies provided in Article 7 (Dispute Resolution), and Subsections 9.1.2 and 9.1.3 below which Valley intends to pursue with respect to such default. Kern Delta may challenge at any time, through Article 7 (Dispute Resolution), whether in fact there has been a breach of or default under this Agreement by Kern Delta.

9.1.2 In the event of an alleged breach as to which Valley has given notice to Kern Delta pursuant to Section 9.1.1, Valley may elect to suspend any payment obligations it

may have under Article 5 (Compensation) of this Agreement until Kern Delta complies with the terms of this Agreement and cures such breach or default, or is determined, pursuant to Article 7 (Dispute Resolution), not to have violated the Agreement. Notwithstanding such suspension of Valley's payment obligations, this Agreement shall remain in effect unless and until Valley elects to terminate the Agreement under Section 9.1.3 in which case termination shall occur in accordance with and as provided in such provision. Notwithstanding an election by Valley under this Section 9.1.2 to suspend payment obligations, Valley or Kern Delta may thereafter also seek relief under Article 7 (Dispute Resolution).

9.1.3 If Kern Delta willfully fails to recharge or return water for or to Valley under circumstances where such performance or nonperformance is not excused by the terms of this Agreement and Valley elects to terminate this Agreement, Kern Delta shall purchase the amount of Valley's Regulated Water in its Account Balance for an amount equal to Valley's previous payments with respect to such Regulated Water, all adjusted as provided in Section 5.5.2, all payable within one (1) year of said election by Valley to terminate. Once such payment has been fully made, this Agreement shall be fully terminated except for Preamble; Recitals; Articles 1 (Definitions); 7 (Dispute Resolution); 8 (Term of Agreement); 9 (Remedies); and 11 (Miscellaneous Provisions). Upon payment in full by Kern Delta as provided above, Valley's beneficial interest in the amount of Regulated Water in Valley's Account Balance shall vest in Kern Delta free of obligations and Kern Delta shall be entitled to produce and use such water for its own account.

9.2 Remedies in the Event of Valley's Voluntary Failure to Perform. If Valley has not substantially performed according to the terms of this Agreement, and notice has been provided to Valley pursuant to Section 11.4 (Waiver/Cure of Defaults) and Valley has failed to

cure the alleged breach within the time provided in Section 11.4 (Waiver/Cure of Defaults), Kern Delta may at its election, at any time thereafter while the default is continuing, either (i) suspend further performance and thereafter seek relief under Article 7 (Dispute Resolution), recommencing performance once Valley complies with the Agreement, or (ii) terminate this Agreement. If Kern Delta elects to terminate this Agreement, any Regulated Water remaining in Valley's Account shall be transferred to Kern Delta at no cost to Kern Delta. In such event, Kern Delta shall have no further responsibility for repayment of funds advanced by Valley under Article 5 (Compensation). Valley may challenge at any time, through Article 8 (Dispute Resolution), whether in fact there has been a breach of this Agreement by Valley.

9.3 Remedies in Event of Failure of Certain Other Remedies. If: (i) Kern Delta has breached or defaulted in the performance of its obligations under this Agreement, and (ii) Valley has given notice of the breach or default pursuant to Subsection 9.1.1 of Section 9.1 (Remedies in the Event of Kern Delta's Willful Failure to Perform), and (iii) Kern Delta has failed to cure that breach or default within thirty (30) days as required by Section 11.4 (Waiver/Cure of Defaults), and (iv) Valley has elected a remedy for that breach or default pursuant to Subsection 9.1.1 of Section 9.1 (Remedies in the Event of Kern Delta's Willful Failure to Perform), and (v) Kern Delta has agreed to such remedy or, if Kern Delta has not so agreed, Valley has obtained a judgment or court order against Kern Delta (whether based on an order of an arbitration panel under Article 7 (Dispute Resolution) or otherwise) which judgment or court order Kern Delta has failed or refused to perform, *then* Valley may notify Kern Delta that Valley is entitled to and intends to exercise its right to appointment of a successor in place of Kern Delta and, thereafter, Valley may apply to a court of competent jurisdiction for such appointment of a successor who shall be charged with performing the duties pursuant to the

terms of this Agreement. The successor, when appointed, shall be entitled to exercise any and all rights theretofore held by Kern Delta for Valley. Upon the later of (i) receipt by Valley at the California Aqueduct of water in an amount equal to Valley's Account Balance pursuant to the exercise by such successor of its rights, or (ii) expiration of the term specified in Section 8 (Term of Agreement), this Agreement shall be fully terminated unless extended pursuant to Section 8.4 (Pending and Late Arising Claims).

ARTICLE 10. EARLY TERMINATION

10.1 Resignation of Kern Delta. Kern Delta may not resign its duties and obligations under this Agreement for the term of this Agreement except as permitted by Sections 9.2 (Remedies in the Event of Valley's Voluntary Failure to Perform) and 10.2 (Involuntary Termination), and any other attempt by Kern Delta to resign shall be deemed to be a breach of its obligations hereunder.

10.2 Involuntary Termination. Notwithstanding Article 9 (Remedies), in the event that Kern Delta is unable to perform its obligations under this Agreement for reasons beyond its control, the following shall apply ("reasons beyond its control" as used in this sentence shall not include any reasons caused by Kern Delta's breach of its obligations under this Agreement or other failure to comply with any of its legal obligations).

10.2.1 If such inability to perform relates to the Regulation Program, and that inability to perform includes the inability of Kern Delta to return Regulated Water which remains in the Valley Account Balance, Kern Delta shall purchase the Regulated Water which Kern Delta is unable to return for an amount equal to the costs which Kern Delta would have incurred to purchase such water under its contract with the KCWA in the Year such Regulated Water was

delivered to storage. Such payment by Kern Delta to Valley upon involuntary termination under this Section 9.2 (Remedies in the Event of Valley's Voluntary Failure to Perform) shall be financed over time upon terms mutually agreeable to Valley and Kern Delta. If Valley and Kern Delta are unable to agree on such terms in a reasonable period of time, they shall resolve their disagreement pursuant to Article 7 (Dispute Resolution). Once such payments have been fully made, this Agreement shall be fully terminated. If payment is made as provided above, the beneficial interest in the amount of Valley's Regulated Water in Valley's Account Balance which Kern Delta is unable to return shall vest in Kern Delta.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of the successors and assigns of the Parties; provided, however, neither Party shall assign any of their rights or obligations under this Agreement without the prior written consent of the other. Nothing in this Agreement is intended to confer any right or remedy under this Agreement on any person other than the parties to this Agreement and their respective successors and permitted assigns, or to relieve or discharge any obligation or liability of any person to any party to this Agreement, or to give any person any right of subrogation or action over or against any party to this Agreement.

11.2 No Precedent. Kern Delta entering into this Agreement shall not create in Valley any rights beyond those expressly provided by this Agreement, nor shall it establish any precedent for extension or renewal of this Agreement beyond its term. Furthermore, Valley shall not make any claim to continued use of water provided under this Agreement, beyond that expressly provided under this Agreement, including, but not limited to, asserting any right

against Kern Delta to use of water beyond the term of this Agreement under the doctrine of intervening public use.

11.3 No Modification of Existing Contracts. This Agreement shall not be interpreted to modify the terms or conditions of either the water supply contracts between DWR and Valley or the water supply and related agreements between Kern Delta and other parties.

11.4 Waiver/Cure of Defaults. The failure of any Party to enforce against the other a provision of this Agreement shall not constitute a waiver of that Party's right to enforce such a provision at a later time. No Party shall be deemed to be in default of any provision of this Agreement unless the other Party has given written notice specifically stating the alleged default and the Party in default fails to cure the default within thirty (30) days of receipt of such written notice.

11.5 Construction of Agreement. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto and Section 1654 of the Civil Code has no application to interpretation of this Agreement. Headings at the beginning of Sections, paragraphs and subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and shall not be used in construing it. The preamble, recitals and all exhibits and schedules to this Agreement are part of this Agreement and are incorporated herein by this reference. When required by the context: whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular; and the masculine gender shall include the feminine and neuter genders and vice versa. Unless otherwise required by the context (or otherwise provided herein): the words "herein," "hereof" and "hereunder" and similar words shall refer to the Agreement generally and not merely to the provision in which such term

is used; the word "person" shall include individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority and other entity of whatever nature; each of the words "Valley" and "Kern Delta" shall include the respective representatives, successors and permitted assigns, if any, of such person; the words "including," "include" or "includes" shall be interpreted in a non-exclusive manner as though the words "but [is] not limited to" or "but without limiting the generality of the foregoing" immediately followed the same; the word "month" shall mean calendar month; and the term "business day" shall mean any day other than a Saturday, Sunday or legal holiday. If the day on which performance of any act or the occurrence of any event hereunder is due is not a business day, the time when such performance or occurrence shall be due shall be the first business day occurring after the day on which performance or occurrence would otherwise be due hereunder. All times provided in this Agreement for the performance of any act will be strictly construed, time being of the essence of this Agreement.

11.6 Entire Agreement. This Agreement and other documents expressly referenced herein constitute the entire agreement between the Parties pertaining to the matters provided for herein and, except as herein provided, supersedes all prior and/or contemporaneous agreements and understanding, whether written or oral, pertaining between the Parties relating to the matters provided for herein. In the event of inconsistency between and among (i) other documents, (ii) Exhibits to this Agreement, and (iii) the remaining provisions of this Agreement, the remaining provisions of this Agreement shall control.

11.7 Severability. In the event that a court of competent jurisdiction or an arbitration panel as provided at Article 7 (Dispute Resolution) determines that a provision included in this Agreement is legally invalid or unenforceable and such decision becomes final, the Parties to this

Agreement shall use their best efforts to (i) within thirty (30) days of the date of such final decision identify by mutual agreement the provisions of this Agreement which must be revised, and (ii) within three (3) months thereafter promptly agree on the appropriate revision(s). The time periods specified above may be extended by mutual agreement of the Parties. Pending the completion of the actions designated above, to the extent it is reasonably practical and can be done without violating any applicable provisions of law, the provisions of this Agreement which were not found to be legally invalid or unenforceable in the final decision shall continue in effect. If the Parties cannot agree on appropriate revisions, this Agreement shall be involuntarily terminated in accordance with Section 9.2 (Remedies in the Event of Valley's Voluntary Failure to Perform).

11.8 Force Majeure. All obligations of the Parties other than monetary or payment obligations shall be suspended for so long as and to the extent the performance thereof is prevented, directly or indirectly, not to exceed one year, by earthquakes, fires, tornadoes, facility failures, floods, strikes, other casualties, acts of God, orders of court or governmental agencies having competent jurisdiction, or other events or causes beyond the control of the Parties. In no event shall any liability accrue against a Party, to its officers, agents or employees, for any damage arising out of or connected with a suspension of performance pursuant to this Section 11.8. All time limits to perform and the term of the Agreement shall be extended by period equivalent to the length of suspension. In event of such an occurrence of duration in excess of one year, Section 10.2 (Involuntary Termination) shall control, unless the Parties otherwise agree.

11.9 Notices. All notices, requests and demands hereunder ("Notices") shall be in writing and shall be deemed to have been duly given when delivered (or, if mailed, postage

prepaid, on the third business day after mailing, if that date is earlier than actual delivery). Notices shall be sent to a Party at the address of that Party set forth below or, if such Party has furnished notice of a change of that address as herein provided, to the address of that Party most recently so furnished. Notices for Kern Delta shall be sent to the Engineer Manager of Kern Delta at 501 Taft Highway, Bakersfield, CA 93307-6247. Notices for Valley shall be sent to the General Manager of Valley at 380 East Vanderbilt Way, San Bernardino 92408. Each Party hereto (a "Recipient") who receives from another Party hereto (a "Sender") by electronic facsimile transmission (telecopier) any writing which appears to be signed by that Sender is authorized to rely and act upon that writing in the same manner as if the original signed writing was in the possession of the Recipient upon oral confirmation of that Sender to the Recipient that the writing was signed by that Sender and is intended by that Sender to be relied upon by the Recipient. Each Party transmitting any writing to any other Party by electronic facsimile transmission agrees to forward immediately to that Recipient, by expedited means (for next day delivery, if possible), or by first class mail if the Recipient so agrees, the signed hard copy of that writing, unless the Recipient expressly agrees to some other disposition of the original by the Sender.

11.10 Regulatory Changes. It is recognized that changes in Kern Delta's actual costs of operating the Regulation Program or changes in other conditions affecting the Regulation Program may occur on or after the date this Agreement is executed as a result of enactments, amendments, changes in implementation or interpretation, or repeal of any federal or state law, rule, regulation or ordinance or changes in contract terms (each, a "Regulatory Change"). If either Party determines that a Regulatory Change has occurred that would result in a material change (upward or downward) in Kern Delta's costs or other conditions relating to regulating,

recovering or transporting water pursuant to the terms of this Agreement, which change is not reflected in the adjustments in the payments due from Valley to Kern Delta pursuant to Article 5 (Compensation) or other provision of this Agreement, such Party shall promptly inform the other Party of the nature and extent of such alleged Regulatory Change and of the reason why that party believes an adjustment pursuant to this Section 11.10 is warranted in the payments due from Valley to Kern Delta or in other terms or conditions. The Parties will thereupon attempt to reach an appropriate amendment of this Agreement in light of the Regulatory Change. If such agreement cannot be reached within forty-five (45) days after either Party has provided the required notice and information, the matter shall be resolved pursuant to Article 7 (Dispute Resolution), the qualified third party or arbitration panel being charged with determining (i) whether a Regulatory Change has occurred (if that is in dispute), (ii) the amount of change, if any, in Kern Delta's costs resulting from the Regulatory Change, and (iii) the manner in which the payments due from Valley to Kern Delta or other terms or conditions which should be modified are to be adjusted to fairly and equitably reflect that change in Kern Delta's costs or other terms and conditions (it being the intent of the Parties that no windfall or unwarranted compensation or benefit should result to any Party as a result of any adjustment made pursuant to this Section 11.10). Any adjustment to the payments due from Valley to Kern Delta or other terms and conditions made pursuant to this Section 11.10 shall be effective as of the first day such Regulatory Change affects Kern Delta operations hereunder unless the Parties otherwise agree and may be reconsidered thereafter at any time, at the request of any Party, if the adjustment is unjustly under-compensating or over-compensating any Party.

11.11 Further Assurances. Each Party hereto, upon the request of the other, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this instrument.

11.12 Counterparts. This Agreement, and any document or instrument entered into, given or made pursuant to this Agreement or authorized hereby, and any amendment or supplement thereto may be executed in two or more counterparts, and by each party on a separate counterpart, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document. Any signature page of this Agreement or of such an amendment, supplement, document or instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages. In proving this Agreement or any such amendment, supplement, document or instrument, it shall not be necessary to produce or account for more than one counterpart thereof signed by the party against whom enforcement is sought.

Executed the day and year first hereinabove written.

THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
President

APPROVED AS TO FORM:

By: _____

General Counsel

KERN DELTA WATER DISTRICT

By:_____
President

By:_____
Secretary

APPROVED AS TO FORM:

By:_____
General Counsel

Exhibits

A. Map Depicting Kern-Delta Boundaries and Program Facilities
B-1. Methodology for Determining Energy Requirements
B-2. Methodology for Determining O&M Costs and Replacement Cost
C. Certification That Conditions Precedent Have Been Satisfied or Waived
D. Map Depicting Kern Delta Boundaries and Program Facilities

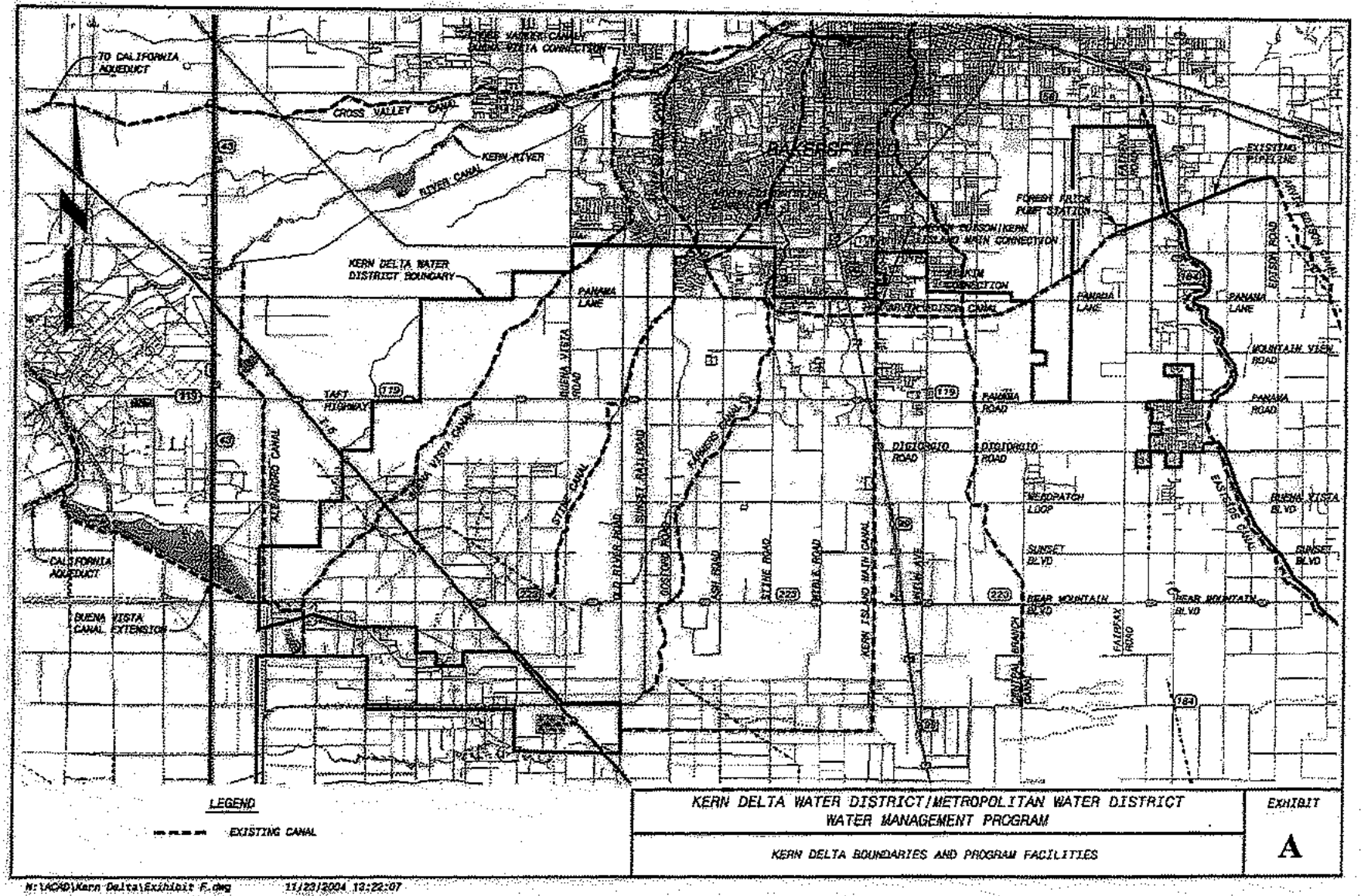

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EXHIBIT B-1

BLACK & VEATCH Corporation

METHODOLOGY FOR DETERMINING ENERGY REQUIREMENTS

Kern Delta Water District Water Banking Program
Water Banking Program

B&V Project 99241
B&V File D.2
January 11, 2002

To: L. Mark Mulkay
Project Manager

From: Steven N. Foellmi, P.E.
Technical Manager

Prepared By: Klint Reedy, P.E.
Victor Tsai

EXECUTIVE SUMMARY

PURPOSE

The purpose of this memorandum is to evaluate the energy requirements associated with the facilities required for the Kern Delta Water District Water (KDWD) Banking Program (Kern Delta Project). The estimated energy requirements associated with these facilities are based on Black & Veatch experience and record data from the operation of similar facilities by other local agencies. In addition to estimating the power requirements, a preliminary assessment of the existing local electrical distribution facilities ability to meet potential future operating demands are investigated.

BACKGROUND

As part of the Water Banking Program, five new pump stations (Kern Delta pump stations No.1 through 5) would be built along the new Kern Delta Canal to allow for conveyance of water between the Kern Water Bank Authority (KWBA) Canal and the Arvin-Edison Canal. The pumping plants would take water from a lower canal segment and lift it to the adjacent canal segment. During wet years, the proposed

Kern Delta canal system would allow for the diversion of water from the California Aqueduct to the Kern Delta agricultural canals and spreading basins.

An existing pump within the existing Arvin-Edison Forrest Frick Pump Station would also be used to meet irrigation demands in the eastern section of the Kern Delta service area through the in-lieu (pipeline) facilities. These facilities will allow the use of State Water Project (SWP) water.

The project would also include thirty-two groundwater wells to recover previously stored water in the groundwater basin. The extraction wells would be located near existing water conveyance facilities.

ENERGY ANALYSIS

The facilities requiring energy to operate the water-banking project include of five pumping stations along the proposed canal conveyance facility, thirty-two new groundwater wells which will be utilized to withdraw stored water supplies, and the existing Arvin-Edison Forrest Frick Pump Station will be used to provide SWP supplies to meet irrigation demands in lieu of current groundwater extraction operations. The canal pumping stations and groundwater extraction wells are planned as motor-operated pumps with electricity to be provided from the existing Pacific Gas and Electric Company (PG&E) facilities.

Energy Rate Schedules and Metering Requirements

Energy rate schedules have been obtained from PG&E for evaluation of the power and metering requirements relevant to the operation of the pumping stations and groundwater extraction wells. PG&E recommends using schedule AG-5B, "Large Time-of-Use Agricultural Power for the Water Banking facilities. Schedule AG-5B is used for customers with high annual operation (generally over 1,200 hours) who run 24 hours per day or can minimize electric use on sum weekdays between noon and 6 p.m.

Energy rates for this schedule vary by the summer or winter season and the time of day the energy is consumed. A seasonal demand charge and a maximum-peak-period demand charge, based on peak kW usage, is also exercised. In addition to these base charges, PG&E also has a flat surcharge rate of $0.02953/kWh in

accordance with the "Energy Procurement Surcharge Schedule (EPS)". This surcharge is applied after all other calculations are made and is applicable to all kW-hours consumed. Lastly, the customer's bill includes a customer charge, a meter charge, and a one-time installation and processing charge per meter.

A summary of the AG-5B / EPS rate schedule is provided in Table 1.

TABLE 1

PG&E "AG-5B/ EPS" RATE SCHEDULE

Charges	Summer Season (May – October)	Winter Season (November – April)
Energy Charge (per kWh per month)		
Peak (12 noon–6:00 p.m.) Mon.-Fri.*	$0.14294	-
Partial Peak (8:30 a.m.-12:00 p.m.) & (6:00 p.m.-9:30 p.m.) Mon.-Fri.*	-	$0.04661
Off-Peak	$0.04088	$0.03706
Demand Charges (per kW)		
Seasonal billing demand	$6.55	$4.40
Peak Period Demand	$2.70	-
Surcharges (per kWh)		
EPS Rate for AG-5B Schedule	$0.02953	$0.02953
Monthly Base Service Charges		
Customer Charge per meter	$16.00	$16.00
Meter Charge per month	$6.00	$6.00

* Except Holidays.

Energy Analysis Model Development and Methodology

A preliminary version of the energy model has been created in Microsoft Excel using a single workbook that incorporates several worksheets. The model estimates power requirements of the proposed Water Banking facilities based on user defined operating scenarios. The following input is required by the user to perform a simulation:

1. Number of pumps operating at the five existing canal pumping stations (1 or 2 pumps @ 100 cfs each).
2. Desired flowrate for the "in lieu" element of the program (typically 25 to 30 cfs).
3. Number of groundwater wells operating during withdraw operation in dry years (between 0 to 32 groundwater wells).

4. Define seasonal operating conditions for "storage" and "withdrawal" facilities (daily hours of operation).

The total dynamic lift of each groundwater well is estimated and assumed to be consistent for each well. Electrical horsepower is calculated from the total dynamic lift, flowrate, and the overall efficiency (pump and motor). Currently the overall efficiency is estimated and a single typical value is used. However, it is anticipated that record flow rates and power data will be available and the program will utilize specific efficiencies based on the record data.

The model estimates power requirements for each of the pumping facilities along the proposed canal conveyance facility. The output tabulates the daily, monthly, and yearly facility power requirements.

Model Assumptions

Currently, the following assumptions have been made for the pumping plant facilities:

1. Combined pump and motor efficiency is 75 percent for all pumps at all plants under all conditions.
2. Arvin-Edison Forrest Frick Pumping Station has an assumed 67 percent combined pump and motor efficiency.
3. Proposed canal pumping plants will deliver 100 cfs or 200 cfs. The model currently assumes that when a pump from a pumping station is taken off-line to accommodate decreased flows, a single pump is operating at all the other pumping stations.

The following assumptions have been made for the groundwater extraction wells:

1. Combined pump and motor efficiency is 75 percent for all groundwater pumps.
2. Since the design of the wells is at conceptual levels, the power supply requirements are calculated assuming a "typical" well, and then multiplied by the number of wells.
3. Due to the lack of specific detailed design, the length of well discharge pipeline is estimated in order to calculate losses for the "typical well".
4. Each of the wells will extract groundwater at a rate of 6.25 cfs.

5. Assume negligible groundwater level drop due to extraction.

Some of these assumptions will be modified or quantified after additional data is received.

Energy Analysis Results

Preliminary analysis has been completed assuming the facilities operate at 200 cfs, 24 hours per day, until 55,500 ac-ft is stored into the groundwater basin. The initial results are presented in the following table.

TABLE 2
ENERGY ANALYSIS RESULTS

	Storage Mode [1][2] 1 cycle = 64,750 Ac-Ft [3]	Withdrawal Mode [4] 1 cycle = 55,500 Ac-Ft
Summer Costs		
$/month	$108,000	$615,000
$/cycle	$648,000	$3,690,000
$/ac-ft	$7	$49
Winter Costs		
$/month	$82,500	$445,000
$/cycle	$495,000	$2,660,000
$ /ac-ft	$5	$35

(1) Assumes canal facilities operate 24 hours per day, 7 days per week for 20 weeks, totaling 55,500 Ac-Ft.
(2) Assumes In-Lieu facilities operate during off-peak hours, totaling 9,250 Ac-Ft.
(3) 50,000 Ac-Ft storage + 9,250 Ft In-Lieu
(4) Assumes groundwater facilities operate 24 hours per day, 7 days per week.

The initial analysis estimated the electrical costs associated with operating the water banking program facilities 24 hours per day, 7 days per week. As presented in Table 1, significant savings maybe realized if the facilities were operated in a manner that minimizes peak demand charges.

CONCEPTUAL ELECTRICAL ARRANGEMENT

Based on the electrical demands estimated in the energy evaluation, conceptual one-line diagrams have been prepared for the canal pumping facilities and the groundwater pumping facilities and are attached for reference. An order of magnitude cost estimate was prepared for the new electrical equipment required between the existing PG&E 12 kV distribution power line and the pumping equipment, totaling $80,000 per site. This cost is generally accurate for both the groundwater wells and the canal pumping stations.

Typically, PG&E will install and maintain this equipment and will recover the costs in the monthly billings. Alternatively, the KDWD can install and maintain the facilities between the main distribution power line and the pumping facilities and be eligible for a "voltage discount" within their rate. Upon preliminary investigation, it is recommended that KDWD have PG&E provide, install, and maintain these facilities.

CONCLUSION

A customized spreadsheet has been developed to estimate power requirements for the Kern Delta facilities. Currently, it is assumed that all facilities operate 24 hours per day seven days per week. However, significant savings may be realized if the facilities are operated to avoid peak demand periods. It is recommended that the model presented herein be used to evaluate the potential savings associated with minimizing peak demand charges.

EXHIBIT B-2

BLACK & VEATCH Corporation

METHODOLGY FOR DETERMINING O&M COSTS & REPLACEMENT COST

Kern Delta Water District
Water Banking Program

B&V Project 99241
B&V File D.2
January 9, 2002

To: L. Mark Mulkay
Project Manager

From: Steven N. Foellmi, P.E.
Technical Manager

Prepared By: Klint Reedy, P.E.
Victor Tsai

EXECUTIVE SUMMARY

PURPOSE

The purpose of this memorandum is to evaluate the operations and maintenance (O&M) requirements associated with the Kern Delta Water District Water Banking Program components (Kern Delta Project). The recommended manufacturer O&M requirements and estimated replacement costs associated with operation of the major equipment components have been identified and tabulated. Actual maintenance history from similar facilities, and engineer's experience on similar projects were also utilized to define the O&M schedule for the facilities in the preferred project.

BACKGROUND

As part of the Water Banking Program, five new pump stations (Kern Delta pump stations No.1 through 5) would be built along the new Kern Delta Canal allowing conveyance of water between the Kern Water bank Authority (KWBA) Canal and the Arvin-Edison Canal. The pumping plants would take water from a lower canal segment and lift it to the adjacent canal segment. During wet years, the proposed Kern Delta

canal system would allow for the diversion of water from the California Aqueduct to the Kern Delta agricultural canals and spreading basins.
An existing pump within the existing Arvin-Edison Forrest Frick Pump Station would also be used to meet irrigation demands in the eastern section of the Kern Delta service area through the in-lieu (pipeline) facilities. These facilities will allow the use of SWP water "in-lieu" of local groundwater.

Lastly, the project includes 32 new groundwater wells to recover previously stored water in the groundwater basin. The extraction wells would be located near existing water conveyance facilities.

OPERATION AND MAINTENANCE INVESTIGATION

The water-banking project facilities that require O&M include the five pumping stations along a proposed canal conveyance facility, 32 new groundwater wells to withdraw stored supplies, and the existing pump within the Arvin-Edison Forrest Frick Pump Station.

A maintenance schedule for the preferred project components and a preliminary estimate for the corresponding O&M costs has been included. The schedule includes recommended procedures for operating the canal pump stations, groundwater pumps and motors, and the equipment within the Arvin-Edison Forrest Frick Pump Station. The procedures include placing the equipment in service and operating it under both normal and abnormal conditions.

Operation & Maintenance Schedule

The attached example O&M schedule is based on information and recommendations obtained from the equipment manufacturers, maintenance history from other agencies with similar equipment, and the engineer's experience on similar projects. The attached example schedule is intended to provide a general idea of the O&M procedures required for each of the major equipment components of the Water Banking Project. Prior to startup of these facilities, a more detailed O&M schedule should be developed based on specific manufacturer's manuals and shop drawing information.

Estimated O&M Costs

A preliminary estimate of the O&M costs associated with the recommended maintenance procedures for the proposed Water Banking equipment is summarized in

Table 1.

Table 1
Annual Operation & Maintenance Costs
(2002 Dollars)

Description	Cost
STORAGE MODE	
Annual Power Costs	$1,143,000
Labor (Personnel)	$435,000
Annual Maintenance Costs[1]	$54,000
Total Annual O&M Cost	**$1,632,000**
5 YR Minor overhaul of canal pumps	$25,000
20 YR Major overhaul of canal pumps	$57,000
50 YR Major canal / spreading basin equipment replacement	$2,400,000
Present Worth of Maintenance Costs [4]	**$716,817**
Cost per AC-FT of Stored Water	**$14**
WITHDRAWAL MODE	
Annual Power Costs	$6,350,000
Labor (Personnel)	$492,000
Annual Maintenance Costs[2]	$67,000
Total Annual O&M Cost	**$6,909,000**
5 YR Minor Overhaul of GW Pumps	$55,000
20 YR Major Overhaul of GW Pumps	$124,000
50 YR Major groundwater pump equipment replacement	$2,200,000
Present Worth of Maintenance Costs [3]	**$842,741**
Cost per AC-FT of Recovered Water	**$53**

[1] Maintenance costs for storage mode include idle maintenance costs for the groundwater facilities.
[2] Maintenance costs for withdrawal mode include idle maintenance costs for the canal pumps.
[3] Assumes 3% inflation & 6% discount factor.

The power costs presented in Table 1 are based on the results presented in the KDWD Water Banking Program "Energy Requirements" Technical Memorandum. Personnel costs associated with operating and maintaining the Water Banking facilities are based on 5 additional staff positions during the storage model and 6 positions during the withdrawal mode. It may be possible to utilize existing staff to assist with the operation of these facilities and minimize the total number of additional staff required. The estimated annual maintenance and overhaul costs are based on typical maintenance costs for similar facilities. Table 2 summarizes O&M costs by component.

Table 2
Operation & Maintenance Cost Summary By Component
(2002 Dollars)

Description	Annual Cost	
	In-Service	Idle
Canal Pumping Facilities		
Labor (Personnel) Costs	$210,496	$103,904
Routine Maintenance Costs	$21,000	$4,000
Annualized Major Equipment Overhaul & Replacement Costs	$57,345	-
Total O&M Costs ($ / AC-FT)	**$4**	
Energy Costs per AC-FT [1] [2]	$5	
Total Energy + O&M Costs per AC-FT	**$9**	
Spreading Basins		
Labor (Personnel)	$170,880	$33,600
Routine Maintenance Costs	$9,000	$2,000
Annualized Major Equipment Overhaul & Replacement Costs	$0	-
Total O&M Costs ($ / AC-FT)	**$3**	-
Energy Costs per AC-FT	-	
Total Energy + O&M Costs per AC-FT	**$3**	
In-lieu Facilities		
Labor (Personnel)	$5,824	$1,400
Routine Maintenance Costs	$8,000	$2,000
Annualized Major Equipment Overhaul & Replacement Costs	$5,735	-
Total O&M Costs per AC-FT	**$2.1**	-
Energy Costs per AC-FT [1] [3]	$6	
Total Energy + O&M Costs per AC-FT	**$8**	
Well Field Facilities		
Labor (Personnel)	$342,400	$40,960
Routine Maintenance Costs	$46,000	$9,000
Annualized Major Equipment Overhaul & Replacement Costs	$93,774	-
Total O&M Costs per AC-FT	**$7**	-
Energy Costs per AC-FT [1] [4]	$35	
Total Energy + O&M Costs per AC-FT	**$42**	
Canal / Pipeline Facilities		
Labor (Personnel) Costs	$23,720	$4,016
Routine Maintenance Costs	$18,000	$3,000
Annualized Major Equipment Overhaul & Replacement Costs	$7,335	-
Total O&M Costs ($ / AC-FT)	**$6.3**	

(1) Reference Kern Delta Water Banking Project Energy Requirements Memorandum, dated February 27, 2002.
(2) Assumes winter demand charges, if operated in summer months additional $5/AC-FT will be realized.
(3) Assumes winter demand charges, if operated in summer months additional $6/AC-FT will be realized.
(4) Assumes winter demand charges, if operated in summer months additional $35/AC-FT will be realized.

Exhibit C

CERTIFICATION THAT CONDITIONS PRECEDENT HAVE BEEN SATISFIED OR WAIVED

Kern Delta Water District and The San Bernardino Valley Municipal Water District hereby jointly certify that:

1) All conditions precedent set forth in Sections 8.1 of the Agreement titled _____, dated _____, have been satisfied or waived.
2) No Event of Default exists under the Agreement.

Capitalized terms used herein and not otherwise defined are as defined in the Agreement

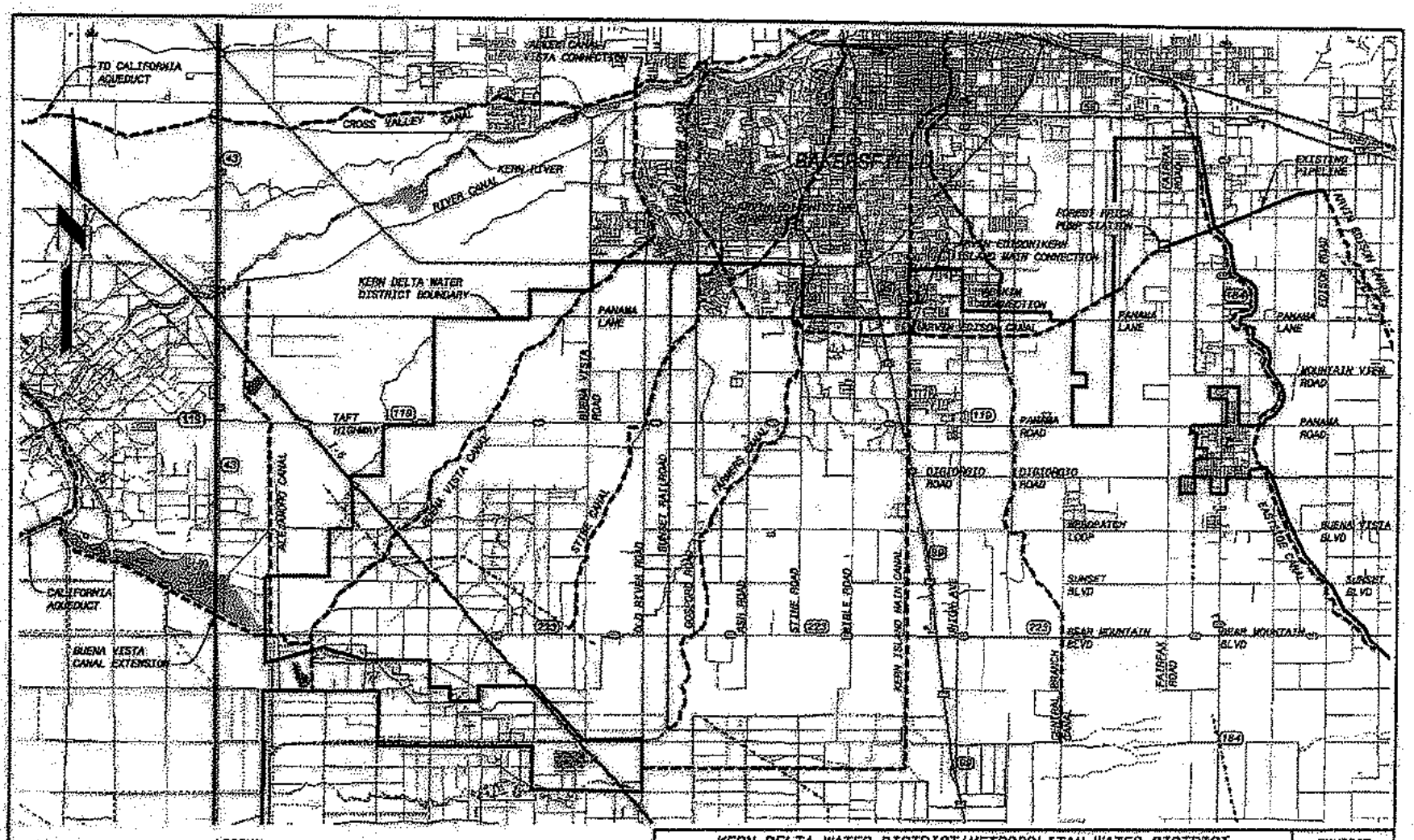
Dated: _____, 2011

Kern Delta Water District

The San Bernardino Valley Municipal Water District

_____

_____



KERN DELTA WATER DISTRICT/METROPOLITAN WATER DISTRICT
WATER MANAGEMENT PROGRAM

KERN DELTA BOUNDARIES AND PROGRAM FACILITIES

EXHIBIT
D

N:\CAD\Kern Delta\Exhibit F.dwg 11/23/2004 13:22:07

Kern Delta Water Storage Program

Invoice Review

INVOICED COSTS:

Cost	Agreement	June 18, 2012 Invoice
Participation Payment	$40/acre-ft	$40/acre-ft
Energy costs	Pay all energy costs	CVC Power (pass through)
Operational losses	11%	11%
OM&R Fee (spreading)	$3.52/acre-ft	$3.51/acre-ft
OM&R Fee (conveyance)	$19.88/acre-ft	$19.88/acre-ft
Exchange Cost (Rosedale)	§ 4.1.2, 5.4.1	Pass through
Exchange Cost (BVWSD)	§ 4.1.2, 5.4.1	Pass through

INVOICE AMOUNT:

17,800 af

	Staff Estimate	June 18, 2012
Put Cost	$2,400,000	$2,329,862.77

@ 130.89/af

Kern Delta Water District

501 TAFT HIGHWAY
BAKERSFIELD, CALIFORNIA 93307-6247
TELEPHONE (661) 834-4656
FAX (661) 836-1705

BOARD OF DIRECTORS

Rodney Palla, *President*
David L. Kaiser, *Vice President*
David C. Cosyns, *Secretary*
Kevin Antongiovanni, *Treasurer*
Donald Collins
Howard Frick
Fred Garone
Richard Tillema
Philip J. Cerro

OFFICERS & STAFF

L. Mark Mulkay
General Manager

Dirk W. Reed
Deputy General Manager

Bryan C. Duncan
Controller

McMurtrey, Hartsock & Worth
Attorneys-at-Law

June 18, 2012

Doug Headrick
General Manager
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, Ca 92408

Re: Invoice for 2011 Storage of Regulated Water **(Invoice # WBP2012-04)**

Dear Mr. Headrick,

Pursuant to the *Agreement Between Kern Delta Water District and The San Bernardino Valley Municipal Water District for a Water Management Program,* dated October 26, 2011; please accept this letter as an invoice.

Agreement Section	Title	Rate ($/af)	Delivered Water (af)	Cost ($)
1.20	Participation Payment	40.00	30,000	$1,200,000.00
5.5.1	OM&R Spreading	3.51	30,000	$105,300.00
5.5.3	OM&R Delivery Canal	19.88	30,000	$596,400.00
5.4.1	CVC Power (variable)*	Pass Through		$232,976.36
5.4.1	Exchange Cost (Rosedale)*	Pass Through		$66,227.92
5.4.1	Exchange Cost (BVWSD)*	Pass Through		$128,967.48
			Total Due	**$2,329,862.77**

* See attachment 1 for detailed cost breakdown

APPROVE FOR PAYMENT
Initials DM
Date 6/12/12
Project Name _____
Project Number _____
Invoice to be billed to other Entity ☐
Entity Name _____
% split or EBX Reach # _____

After this invoice, the summary of Regulated Water is as follows:

Deliveries	Regulated Water	Returned Water	Remaining Water
30,000 af	26,700 af	0 af	26,700 af

Please remit payment to:

Kern Delta Water District
501 Taft Highway
Bakersfield, Ca 93307

Thank you for your help in this matter. If you have any questions please call me at (661) 834-4656.

Sincerely,

L. Mark Mulkay

L. Mark Mulkay
General Manager
Kern Delta Water District

Enclosure(s)

Melded CVC cost (acft)	Total 2011 CVC Cost	MWD Portion of CVC Cost	Valley District Portion of CVC Cost
Acre-feet	90,139	60,139	30,000
KCWA CVC Cost	$699,981.50	$467,014.14	$232,967.36
Rosedale/ID4	$198,990.63	$132,762.71	$66,227.92
BVWSD Exchange Cost	$387,500.00	$258,532.52	$128,967.48

KCWA -- CVC Conveyance Cost		
Invoice Number	acft	dollars
24249	1632	$22,039.25
24291	1503	$6,581.25
24487 &24466	4887	$109,370.25
24810 & 24805	3959	$93,655.75
24924 & 24969	1552	$26,491.00
25021 & 25023	3998	$45,822.00
25088 & 25085	3858	$59,841.75
25191 & 25193	12530	$202,161.00
25328 & 25331	6536	$109,299.75
25429&25445	2868	$24,719.50
	43323	$699,981.50

ID#4 Exchange Cost	
acft	dollars
926	$19,298.00
817	$15,874.00
803	$7,395.75
1681	$22,263.75
4227	$64,831.50

Rosedale Exchange Cost		
Invoice Number	acft	dollars
1003	763	$4,959.50
1013	542	$6,168.00
1014	2541	$17,205.50
1015/1016	6801	$38,300.13
1017/1018	9308	$67,526.00
	19955	$134,159.13

Kern Delta Water District's Use of Improvement District No. 4's CVC Capacity

September 2011 through February 2012

	Kern Delta Wheeling through ID4 Capacity in CVC Pools 1-6*							
	Sep-11	Oct-11	Oct - 11**	Nov-11	Dec-11	Jan-12	Feb-12	Total
Pump Plant 1	926	394	423	803	1,681	-	-	4,227
Pump Plant 2	926	394	423	803	1,681	-	-	4,227
Pump Plant 3	926	258	423	447	1,410	-	-	3,464
Pump Plant 4	926	258	423	447	1,410	-	-	3,464
Pump Plant 5	926	258	423	447	1,410	-	-	3,464

	KDWD Wheeling Amount through CVC Extension***							
	Sep-11	Oct-11	Oct - 11**	Nov-11	Dec-11	Jan-12	Feb-12	Total
Pump Plant 6	526	128	423	340	1,306	4,858	6,386	13,967
AEWSD TO	*392*	*24*		*74*	*513*	-	*4,776*	*5,779*
KDWD to CVC Extension	**134**	**104**	**423**	**266**	**793**	**4,858**	**1,610**	**8,188**
Unlined Losses	*10*	*16*	*34*	*29*	*67*		*337*	*493*
RTO3	*124*	*88*	*388*	*237*	-		-	*837*
Pump Plant 7	-	-	-	-	726	4,858	1,273	6,857
Unlined Losses					*66*	*766*	*307*	*832*
RTO4	-	-	-	-	*660*	*4,092*	*966*	*5,718*
KCWA Power Invoice No.	24839	24991	pending	25125	25126	NA	NA	
Power Amount Billed	$19,298.00	$6,168.00	$9,706.00	$7,395.75	$22,263.75	$0.00	$0.00	

*Pursuant to the Letter Agreement between Improvement District No. 4 and Kern Delta Water District dated September 21, 2011.

**Pending invoice correction from CVC.

***Pursuant to the Agreement between Improvement District No. w and Kern Delta Water District dated February 25, 2004.

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
12/14/2011	1/13/2012

INVOICE NO. 24839

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0034-1310
450B-5131

INVOICE

IMPROVEMENT DISTRICT NO. 4

Estimated Power Costs for Kern Delta Water District's Use of
Improvement District No. 4's Cross Valley Canal Capacity
Pursuant to the Letter Agreement between Improvement District No. 4 and Kern Delta Water District dated September 21, 2011.

Canal Reach	Pumping Plant	Delivered *af*	Rate *$/af*	Total Charges
1	1	926	$3.25	$3,009.50
1	2	926	$3.25	$3,009.50
2	3	926	$3.25	$3,009.50
2	4	926	$3.25	$3,009.50
2	5	926	$5.00	$4,630.00
3	6	526	$5.00	$2,630.00
		3,704		$19,298.00

TOTAL AMOUNT DUE **$19,298.00**

CRS

Requested By | Prepared By | Approved By | Approved By

☐ ORIGINAL ☐ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
1/11/2012	2/10/2012

INVOICE NO. 24991

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0034-1310
450B-5131

INVOICE

IMPROVEMENT DISTRICT NO. 4

Estimated Power Costs for Kern Delta Water District's Use of
Improvement District No. 4's Cross Valley Canal Capacity
Pursuant to the Letter Agreement between Improvement District No. 4 and Kern Delta Water District dated September 21, 2011.

Canal Reach	Pumping Plant	Delivered *af*	Rate *$/af*	Total Charges
1	1	394	$3.25	$1,280.50
1	2	394	$3.25	$1,280.50
2	3	258	$3.25	$838.50
2	4	258	$3.25	$838.50
2	5	258	$5.00	$1,290.00
3	6	128	$5.00	$640.00
				$6,168.00

TOTAL AMOUNT DUE **$6,168.00**

D. SEMAE 1·11·12

Requested By | Prepared By | Approved By | Approved By

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KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
2/15/2012	3/16/2012

INVOICE NO. 25125

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0034-1310
450B-4610

INVOICE

IMPROVEMENT DISTRICT NO. 4

Estimated Power Costs for Kern Delta Water District's Use of
Improvement District No. 4's Cross Valley Canal Capacity during November 2011
Pursuant to the Letter Agreement between Improvement District No. 4 and Kern Delta Water District dated September 21, 2011.

Canal Reach	Pumping Plant	Delivered *af*	Rate *$/af*	Total Charges
1	1	803	$2.25	$1,806.75
1	2	803	$2.25	$1,806.75
2	3	447	$2.25	$1,005.75
2	4	447	$2.25	$1,005.75
2	5	447	$2.25	$1,005.75
3	6	340	$2.25	$765.00
				$7,395.75

TOTAL AMOUNT DUE **$7,395.75**

D. SEMAR 2.15.12 DRB

Requested By Prepared By Approved By Approved By

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KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
2/15/2012	3/16/2012

INVOICE NO. 25126

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0034-1310
450B-4610

INVOICE

IMPROVEMENT DISTRICT NO. 4

Estimated Power Costs for Kern Delta Water District's Use of
Improvement District No. 4's Cross Valley Canal Capacity during December 2011
Pursuant to the Letter Agreement between Improvement District No. 4 and Kern Delta Water District dated September 21, 2011.

Canal Reach	Pumping Plant	Delivered *af*	Rate *$/af*	Total Charges
1	1	1,681	$2.25	$3,782.25
1	2	1,681	$2.25	$3,782.25
2	3	1,681	$2.25	$3,782.25
2	4	1,410	$2.25	$3,172.50
2	5	1,410	$2.25	$3,172.50
3	6	1,306	$2.25	$2,938.50
Extension	7	726	$2.25	$1,633.50
				$22,263.75

TOTAL AMOUNT DUE **$22,263.75**

D. Sense 2.15.12 DRB

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KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
09/22/2011	10/24/2011

INVOICE NO. 24291

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0053-1330(PWR)
561B-4402

Cross Valley Canal
April 2011

Estimated power costs for deliveries of Kern Delta Water District Metropolitan Water District SWP supplies delivered to the N-2 Siphon as part of an operational exchange for deliveries of Kern County Water Agency Member Unit (KCWA M/U) Federal Section 215 deliveries to the Arvin-Edison Turnout on the CVC as well as deliveries to the P-11 Turnout as part of an operational exchange with KCWA M/U's for Federal Section 215 supplies delivered off the Friant-Kern Canal delivered to the Arvin-Edison Intake Canal; adjust for lined losses.

Canal Reach	Pumping Plant	SWP MWD Volume AF	Rate $/AF	Pumping Costs $
1	1	1,503	2.25	3,381.75
1	2	1,422	2.25	3,199.50
2	3	0	2.25	0.00
2	4	0	2.25	0.00
2	5	0	2.25	0.00
3	6	0	2.25	0.00
Extension	7	0	2.25	0.00

TOTAL AMOUNT DUE **$6,581.25**

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KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
08/31/2011	09/30/2011

INVOICE NO. 24249

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0053-1330(PWR)
WATER B.P.

VENDOR	K0241
INVOICE #	24249
P.O. #	DWR
DATE	8-31-
AMOUNT	22,039.25
ACCT. CODE	40540

859
10/12/11

Cross Valley Canal
March 2011

Estimated power costs for deliveries of Kern Delta Water District SWP Article 21 supplies, Metropolitan Water District SWP supplies delivered to the Arvin-Edison Turnout as well as an operational exchange of Article 21 deliveries to the North and South Strand Ranch Turnouts for a like amount of Federal supplies delivered to River Turnout No. 2; adjust for lined losses.

Canal Reach	Pumping Plant	SWP Article 21 Volume AF	SWP MWD Volume AF	Rate $/AF	Pumping Costs $
1	1	999	1,632	2.25	5,919.75
1	2	998	1,631	2.25	5,915.25
2	3	762	1,630	2.25	5,382.00
2	4	182	1,629	2.25	4,074.75
2	5	77	1,626	2.25	3,831.75
3	6	8	1,617	2.25	3,656.25
Extension	7	0	0	2.25	0.00

TOTAL AMOUNT DUE **$28,779.75**

OF THE $28,779.75 K.D.W.D. PAID $6,740.50
BANKING PAID $22,039.25

Requested By	Prepared By	Approved By	Approved By

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KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
11/22/2011	12/22/2011

INVOICE NO. 24487

RECEIVED
NOV 28 2011

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0055-1100
580B-4430
020A-5103
0102-1100

Cross Valley Canal
August 2011

Early implementation conveyance fees in the Cross Valley Canal for delivery of Kern Delta Water District deliveries of Metropoitan WD State Water Project supplies to Arvin-Edison WSD and Rosedale Rio-Bravo WSD as well as an operational exchange of Kern County Water Agency Member Units' Lower River water supplies; adjusted for lined losses. Kern Delta Water District State Water Project Table A supplies were delivered to the Section 4 Turnout as part of an operational exchange with Semitropic WSD Lower River supplies of the Kern River Channel.

Reach	KDWD SWP Volume AF	MWD SWP Volume AF	Kern River Operational Exchange Volume AF	Total $/AF [1]	Conveyance Costs Total $
1	208	4,887	0	1.00	5,095.00
2	208	4,880	750	1.00	5,838.00
3	0	2,817		1.00	2,817.00

Total Amount Due 13,750.00

TOTAL AMOUNT DUE $ 13,750.00

[1] Conveyance Fee $1.00 per Reach.

4.68%
562.00 - 54600
13,188.00 - 40530
DWR

VENDOR Ko841
INVOICE # 24487
P.O. # DWR
DATE 11-22-11
AMOUNT 13,188.00
ACCT. CODE 40530
12/1/11

WATER B.P.

Requested By	Prepared By	Approved By	Approved By
☑ ORIGINAL ☐ REMITTANCE ☐ FILE			☐ ACCOUNTING ☐ NUMERICAL CONTROL

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
12/12/2011	01/11/2012

INVOICE NO. 24810

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0055-1100
580B-4430
020A-5103
0102-1100

Cross Valley Canal
September 2011

Early implementation conveyance fees in the Cross Valley Canal for delivery of Kern Delta Water District deliveries of Metropoitan WD State Water Project supplies to Arvin-Edison WSD and Rosedale Rio-Bravo WSD as well as an operational exchange of Kern County Water Agency Member Units' Lower River water supplies; adjusted for lined losses. Kern Delta Water District State Water Project Table A supplies were delivered to the Section 4 Turnout as part of an operational exchange with Semitropic WSD Lower River supplies of the Kern River Channel.

Reach	MWD SWP Volume AF	Total $/AF [1]	Conveyance Costs Total $
1	3,959	1.00	3,959.00
2	3,952	1.00	3,952.00
3	3,280	1.00	3,280.00
		Total Amount Due	11,191.00

TOTAL AMOUNT DUE **$ 11,191.00**

[1] Conveyance Fee $1.00 per Reach.

Requested By | Prepared By | Approved By | Approved By

☐ ORIGINAL ☑ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

RECEIVED
DEC 14 2011

December 12, 2011

Directors:

Ted R. Page
Division 1

Terry Rogers
Vice President
Division 2

Randell Parker
Division 3

Michael Radon
President
Division 4

Adrienne J. Mathews
Division 5

William W. Van Skike
Division 6

Gene A. Lundquist
Division 7

James M. Beck
General Manager

Amelia T. Minaberrigarai
General Counsel

Mr. Mark Mulkay
Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

Re: Estimated power and conveyance invoices for September 2011; Cross Valley Canal Water Balance Summaries for September 2011

Dear Mr. Mulkay:

Enclosed are the above referenced documents for your records and remittance. If you have any questions or require further information, please call me at (661) 634-1491.

Sincerely,

Trent Taylor
Water Resources Planner
Kern County Water Agency

Enclosures

(661) 634-1400

Mailing Address
P.O. Box 58
Bakersfield, CA 93302-0058

Street Address
3200 Rio Mirada Dr.
Bakersfield, CA 93308

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
11/22/2011	12/22/2011

INVOICE NO. 24466

RECEIVED
NOV 28 2011

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0053-1330(PWR)
561B-4402

Cross Valley Canal
August 2011

Estimated power costs for deliveries of Kern Delta Water District Metropolitan Water District SWP supplies delivered to Rosedale Rio-Bravo WSD and Arvin-Edison WSD as well as an operational exchange delivery with Kern County Water Agency Member Units' (750 af) delivered to the Section 4 Turnout; adjust for lined losses. Kern Delta WD also delivered their own SWP Table A supplies (303 af) to River Turnout No. 1 as part of an operational exchange with Semitropic WSD for Semitropic WSD Lower River supplies delivered to Kern Delta WD off the Kern River Channel.

Canal Reach	Pumping Plant	MWD SWP Volume AF	KDWD SWP Volume AF	Rate $/AF	Pumping Costs $
			5091		
1	1	4,883	208	3.25	16,545.75
1	2	4,880	208	3.25	16,536.00
2	3	4,877	208	3.25	16,526.25
2	4	4,357	208	3.25	14,836.25
2	5	4,354	0	5.00	21,770.00
3	6	2,813	0	5.00	14,065.00
Extension	7	0	0	5.00	0.00

4 %

TOTAL AMOUNT DUE **$100,279.25**

DWR

4,097.00 — 54600
96,182.25 — 40540

WATER B.P.

VENDOR K0841
INVOICE # 24466
P.O. # DWR
DATE 11-28-11
AMOUNT 96,182.25
ACCT. CODE

12/14/11

Requested By ☑ ORIGINAL ☐ REMITTANCE
Prepared By ☐ FILE
Approved By ☐ ACCOUNTING
Approved By ☐ NUMERICAL CONTROL

Cross Valley Canal

August 2011 Deliveries - Gross AF

	Points of Entry				
	Tupman T/O SWP (AF)	CVC/Friant-Kern Intertie CVP (AF)	Pionner Inlet KR (AF)	KCWA Arnco Reverse SWP Exch. (AF)	CVC Total (AF)
Deliveries by Turnout:					
N-2 Siphon	1,204	-	-	-	1,204
Rosedale Rio Bravo Turnout No. 1	5,066	-	-	-	5,066
Strand Siphons	2,287	-	-	-	2,287
North Strand Ranch Turnout	2,507	-	-	-	2,507
South Strand Ranch Turnout	742	-	-	-	742
Kern Water Bank P-11 Turnout	2,420	-	-	-	2,420
Nord Siphons	339	-	-	-	339
Section 4 Turnout	5,514	-	-	-	5,514
River Turnout No. 1	3,136	-	-	-	3,136
Rosedale Rio Bravo Turnout No. 2	2,237	750	-	-	2,987
River Turnout No. 2	1,277	-	-	-	1,277
Arvin-Edison Turnout	18,754	-	-	-	18,754
Lined Losses - Pools 1-6	126	-	-	-	126
Unlined Losses - Pool 7	355	-	-	-	355
River Turnout No. 4 to River	5,121	-	-	-	5,121
Calloway Turnout	2,747	-	-	-	2,747
Henry C. Garnett Treatment Plant	-	-	-	3,959	3,959
Cawelo Pump Station 'A'	742	-	-	-	742
Unlined Losses - Pool 8	292	-	-	-	292
Total	54,866	750	-	3,959	59,575
Deliveries by Turnout/Owner:					
N-2 Siphon					
Improvement District No. 4	35	-	-	-	35
Kern County Water Agency	271	-	-	-	271
Kern-Tulare WD - KCWA M/U	564	-	-	-	564
Lower Tule River ID - KCWA M/U	21	-	-	-	21
Pixley ID - KCWA M/U	313	-	-	-	313
Rosedale-Rio Bravo Turnout No. 1					
Rosedale-Rio Bravo WSD - AEWSD	4,303	-	-	-	4,303
Rosedale-Rio Bravo WSD - KDWD	763	-	-	-	763
Strand Siphons					
Improvement District No. 4	86	-	-	-	86
Kern County Water Agency	503	-	-	-	503
Kern-Tulare WD - KCWA M/U	1,057	-	-	-	1,057
Lower Tule River ID - KCWA M/U	52	-	-	-	52
Pixley ID - KCWA M/U	589	-	-	-	589
North Strand Turnout					
Kern County Water Agency	531	-	-	-	531
Kern-Tulare WD - KCWA M/U	1,248	-	-	-	1,248
Pixley ID - KCWA M/U	728	-	-	-	728
South Strand Turnout					
Kern County Water Agency	165	-	-	-	165
Kern-Tulare WD - KCWA M/U	371	-	-	-	371
Pixley ID - KCWA M/U	206	-	-	-	206
Kern Water Bank P-11 Turnout					
Improvement District No. 4	473	-	-	-	473
Kern County Water Agency	359	-	-	-	359
Kern-Tulare WD - KCWA M/U	822	-	-	-	822
Lower Tule River ID - KCWA M/U	290	-	-	-	290
Pixley ID - KCWA M/U	476	-	-	-	476
Nord Siphons					
Improvement District No. 4	211	-	-	-	211
Lower Tule River ID - KCWA M/U	128	-	-	-	128
Section 4 Turnout					
Improvement District No. 4	147	-	-	-	147
Kern County Water Agency	1,031	-	-	-	1,031
Kern Delta Water District	516				516
Kern-Tulare WD - KCWA M/U	2,360	-	-	-	2,360
Lower Tule River ID - KCWA M/U	89	-	-	-	89
Pixley ID - KCWA M/U	1,371	-	-	-	1,371
River Turnout No. 1					
Improvement District No. 4	173	-	-	-	173
Kern County Water Agency	539	-	-	-	539
Kern Delta Water District	208	-	-	-	208
Kern-Tulare WD - KCWA M/U	1,316	-	-	-	1,316
Lower Tule River ID - KCWA M/U	105	-	-	-	105
Pixley ID - KCWA M/U	795	-	-	-	795
Rosedale Rio Bravo Turnout No. 2					
Kern County Water Agency	191	-	-	-	191
Kern Delta Water District	1,537	750	-	-	2,287
Kern-Tulare WD - KCWA M/U	332	-	-	-	332
Pixley ID - KCWA M/U	177	-	-	-	177
River Turnout No. 2					
Kern County Water Agency	299	-	-	-	299
Kern-Tulare WD - KCWA M/U	640	-	-	-	640
Pixley ID - KCWA M/U	338	-	-	-	338
Arvin-Edison Turnout					
Arvin-Edison WSD (Existing)	887	-	-	-	887
Arvin-Edison WSD (New)	1,936	-	-	-	1,936
Cawelo WD - AEWSD	2,694	-	-	-	2,694
County of Fresno - AEWSD	726	-	-	-	726
County of Tulare - AEWSD	726	-	-	-	726
Hills Valley ID - AEWSD	518	-	-	-	518
Improvement District No. 4	4,244	-	-	-	4,244
Kern County Water Agency	442	-	-	-	442
Kern Delta Water District	2,813	-	-	-	2,813
Kern-Tulare WD - KCWA M/U	607	-	-	-	607
Lower Tule River ID - KCWA M/U	2,601	-	-	-	2,601
Pixley ID - KCWA M/U	323	-	-	-	323
Tri-Valley WD - AEWSD	237	-	-	-	237
Lined Losses - Pools 1-6					
Arvin-Edison WSD (New)	48	-	-	-	48
Cawelo WD - AEWSD	11	-	-	-	11
Improvement District No. 4	17	-	-	-	17
Kern County Water Agency	29	-	-	-	29
Kern Delta Water District	21	-	-	-	21
Unlined Losses - Pools 7					
Improvement District No. 4	355	-	-	-	355
River Turnout No. 4					
Improvement District No. 4	5,121	-	-	-	5,121
Calloway Turnout					
Cawelo WD	2,747	-	-	-	2,747
Cawelo Pump Station 'A'					
Cawelo WD	742	-	-	-	742
Henry C. Garnett Treatment Plant:					
Improvement District No. 4	-	-	-	3,959	3,959
Unlined Losses - Pools 8					
Improvement District No. 4	292	-	-	-	292
Total	54,866	750	-	3,959	59,575
Existing Participant Deliveries	*19,890*	-	-	*3,959*	*14,693*
New Participant Deliveries	34,976	750	-	-	44,882
	54,866	750	-	3,959	59,575

Shading denotes forward flow deliveries based on each point of entry into the CVC: _/_ denotes pools / pump plants utilized (for forward flow).

Kern County Water Agency

Cross Valley Canal - Tupman Turnout Water Balance

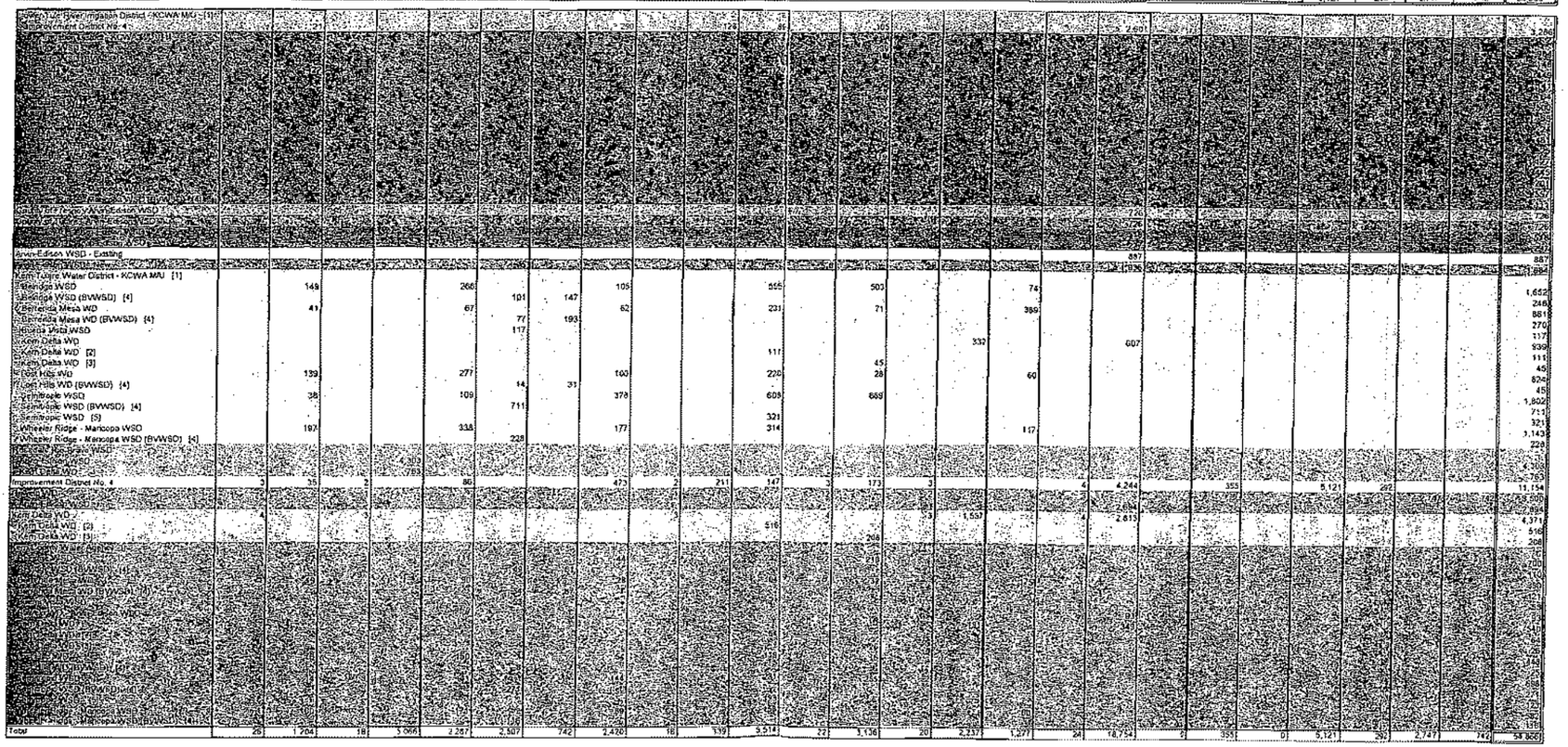
State Water Project Deliveries

Month of August 2011

Subject to Adjustment

November 22, 2011
2:09 PM

	Reach 1				Reach 2																					
	Pool 1	Pool 2			Pool 3						Pool 4		Pool 5			Pool 6	Reach 3						Extension			
																	Pool 7				Stage 8					
Date	CVC Losses SWP	N-2 Siphon SWP	CVC Losses SWP	RRB 1 Turnout SWP	Strand Siphons SWP	North Strand Turnout SWP	South Strand Turnout SWP	KWB P-11 Turnout SWP	CVC Losses SWP	Nord Siphons SWP	Section 4 Pump SWP	CVC Losses SWP	RTO 1 Turnout SWP	CVC Losses SWP	RRB 2 Turnout SWP	RTO 2 Turnout SWP	CVC Losses SWP	AEWSD T.O SWP	KTWD Siphons SWP	Unlined Losses SWP	RTO 3 River SWP	RTO 4 Turnout SWP	Unlined Losses SWP	Calloway Turnout SWP	Cawelo PSA SWP	T/O Total SWP
1	1	0	0	30	25	58	21	25	0	0	99	1	226	0	109	0	0	62	0	7	0	100	6	115	0	851
2	0	0	1	31	0	60	21	0	0	0	90	0	224	0	105	0	1	109	0	7	0	99	5	121	0	884
3	1	0	0	30	0	55	19	0	1	0	90	0	230	1	103	0	0	109	0	7	0	93	5	125	25	895
4	0	0	0	60	0	46	17	0	0	0	90	1	197	0	48	0	0	207	0	6	0	73	5	126	25	903
5	1	0	1	87	0	48	18	0	0	0	90	0	122	0	0	0	0	283	0	6	0	57	5	123	25	865
6	0	0	0	90	0	48	19	0	0	0	90	0	121	1	0	0	0	287	0	6	0	55	5	126	25	873
7	1	0	0	90	0	55	18	0	1	0	90	1	105	0	0	0	0	299	0	6	0	55	5	125	25	878
8	0	0	0	90	0	57	20	0	0	0	90	0	105	0	0	0	0	297	0	6	0	55	5	122	25	873
9	0	0	1	90	0	58	19	0	0	0	90	0	109	1	0	0	1	296	0	6	0	55	5	122	25	878
10	1	0	0	90	0	55	20	0	0	0	90	1	103	0	0	0	0	301	0	6	0	54	5	121	25	872
11	0	0	0	90	0	58	20	0	1	0	90	0	45	0	0	0	0	307	0	6	0	54	5	119	25	827
12	1	0	1	90	0	52	18	63	0	0	90	0	0	1	1	59	0	357	0	6	0	55	5	45	22	852
13	0	31	0	90	46	52	18	71	0	0	90	1	0	0	0	21	0	349	0	6	0	100	5	0	22	698
14	1	59	0	90	68	58	20	71	0	0	90	0	0	0	0	10	0	338	0	6	0	102	5	0	22	696
15	0	51	0	86	60	54	20	43	1	0	90	0	0	1	0	0	0	379	0	6	0	101	5	0	21	918
16	1	49	1	77	61	55	20	36	0	0	90	1	0	0	0	7	0	400	0	6	0	89	5	0	22	971
17	0	49	0	78	61	58	20	32	0	0	89	0	0	0	0	12	0	400	0	6	0	79	5	0	22	902
18	0	48	0	86	61	58	17	30	0	0	90	0	0	1	0	15	0	393	0	6	0	71	5	0	9	892
19	1	49	1	90	60	58	18	30	1	0	90	1	0	0	0	24	0	405	0	6	0	69	5	0	0	905
20	0	14	0	90	61	70	19	29	0	0	89	0	0	0	0	48	0	397	0	6	0	70	5	0	0	890
21	0	0	0	90	62	26	8	40	0	0	89	0	0	1	0	55	37	376	0	6	0	100	4	0	0	886
22	1	0	0	90	61	0	0	52	0	0	89	1	0	0	0	55	62	399	0	5	0	110	4	0	0	930
23	0	0	1	91	61	0	0	52	1	0	89	0	0	0	0	55	61	386	0	5	0	88	4	0	0	894
24	1	0	0	91	61	0	0	52	0	0	90	0	0	1	0	56	62	375	0	5	0	95	4	0	0	893
25	0	0	0	91	60	10	0	55	0	5	89	1	0	0	0	55	61	327	0	5	0	116	4	0	0	905
26	0	33	1	91	60	18	0	56	0	14	90	0	0	0	0	55	61	327	0	5	0	115	4	0	0	930
27	1	51	0	90	59	18	0	63	1	31	90	0	0	1	0	56	59	291	0	5	0	94	4	0	0	914
28	0	46	0	90	58	19	0	101	0	31	89	1	0	0	0	55	58	255	0	5	0	89	4	0	0	903
29	0	46	0	91	58	18	0	105	0	31	89	0	0	0	0	55	60	237	0	5	0	88	4	0	0	888
30	1	66	1	90	58	18	0	101	0	31	89	0	0	1	0	56	62	258	0	5	0	90	4	0	0	912
31	0	45	0	90	58	17	0	102	1	33	89	1	0	0	0	55	61	238	0	5	0	90	4	0	0	899
CFS	13	807	9	2,934	1,153	1,284	374	1,220	8	171	2,780	11	1,583	10	1,128	644	12	9,455	0	178	0	2,582	147	1,386	374	27,061
AF	26	1,204	18	5,066	2,287	2,567	742	2,420	16	339	5,514	22	3,136	20	2,237	1,277	24	18,754	0	355	0	5,121	292	2,747	742	54,866



NOTES:

[1] Kern County Water Agency Member Units' made deliveries of Federal Section 215 supplies utilizing Lower-Tule River Irrigation District, Pixley Irrigation District and Kern-Tulare Water District capacities per long-term agreements which allow for KCWA MIU's to utilize unused capacities.

[2] Deliveries of Kern Delta WD Metropolitan SWP supplies (750 af) to the Section 4 Turnout were made to the Kern County Water Agency Member Units as part of an operational exchange of KCWA MIU Lower River supplies CVC Pool 5 through the Pioneer Inlet (which was then delivered by Kern Delta WD to Rosedale Turnout No. 2).

[3] Deliveries of Kern Delta WD SWP Table A supplies (303 af) to the River Turnout No. 1 were made to Semitropic WSD as part of an operational exchange of Semitropic WSD Lower River supplies delivered to Kern Delta WD off the Kern River Channel in August 2011.

[4] Deliveries of KCWA MIU water to Buena Vista WSD at the North and South Strand Ranch Turnout (3,015 af) were part of an operational exchange with Buena Vista WSD Kern River supplies delivered to the Berrenda Mesa and Pioneer Projects off the Kern River Channel.

[5] Deliveries by Semitropic WSD to the Section 4 Turnout (645 af) were part of an operational exchange with KCWA MIU Lower River water delivered off the Kern River Channel to the Pioneer Project (645 af).

	CVC Losses	N-2 Siphon	CVC Losses	RRB 1 Turnout	Strand Siphons	Strand Turnout	Strand Turnout	KWB P-11 Turnout	CVC Losses	Nord Siphons	Section 4 Pump	CVC Losses	RTO 1 Turnout	CVC Losses	RRB 2 Turnout	RTO 2 Turnout	CVC Losses	AEWSD T.O	KTWD Siphons	Unlined Losses	RTO 3 River	RTO 4 Turnout	Unlined Losses	Calloway Turnout	Cawelo PSA	T/O Total
Arvin-Edison WSD	6		8	4,363					5			8		9			12	7,617								12,160
Berridge WSD	3	390	2		536	210	296	212	2		1,317	2	1,612	1		146										3,842
Berrenda Mesa WD	1	82			132	151	381	123			455		140			766	1									2,232
Buena Vista WSD						234																				234
Cawelo WD	2		1						1			2		2			3							2,747	742	3,500
Improvement District No. 4	3	58	2		138			763	2	339	239	3	228	3			4	6,845		355		5,121	292			14,440
Kern Delta WD	4		3	763					3		750	4	303	3	2,237		4	4,092								8,166
Dist Hills WD		297			589	30	65	212			457		60			126										1,848
Semitropic WSD	4	76	3		218	1,427		758	2		1,864	2	1,343	2												5,699
Wheeler Ridge - Maricopa WSD	1	393	1		674	455		357	1		625	1				234										2,737
Total	26	1,204	18	5,066	2,287	2,567	742	2,420	16	339	5,514	22	3,136	20	2,237	1,277	24	18,754	0	355	0	5,121	292	2,747	742	54,866

Kern County Water Agency

Cross Valley Canal - Pioneer Canal Inlet Water Balance

Kern River Deliveries

Month of August 2011

Subject to Adjustment

November 22, 2011
9:06 AM

		Reach 1			Reach 2										Reach 3						
		Pool 1	Pool 2	Pool 3						Pool 4			Pool 5		Pool 6			Pool 7	Pool 8			
Date	California Aqueduct KR	CVC Losses	CVC Losses	RRB 1	Strand Siphons	North Strand Turnout	South Strand Turnout	KWB P-11 Turnout	CVC Losses	Section 4 Turnout	Nord Siphons	CVC Losses	CVC Losses	Pioneer Inlet	RRB 2	CVC Losses	AEWSD Turnout	Unlined Losses	Unlined Losses	Calloway Turnout	ID4 WTP	System Loss/ Storage
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0	29	29	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0	0	0	0	0	0	35	35	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	34	34	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	45	45	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0	0	0	58	58	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0	0	0	48	48	0	0	0	0	0	0	0
17	0	0	0	0	0	0	0	0	0	0	0	0	0	43	43	0	0	0	0	0	0	0
18	0	0	0	0	0	0	0	0	0	0	0	0	0	43	43	0	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0	0	0	0	0	0	35	35	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8	0	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CFS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	378	0	0	0	0	0	0	0
AF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	750	0	0	0	0	0	0	0
KCWA Lower River Supplies [1]														0	750							
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	750	0	0	0	0	0	0	0

NOTES:

[1] Deliveries of Kern County Water Agency Lower River supplies in CVC Pool 5 to Kern Delta WD are part of an operational exchange of KCWA M/U Lower River supplies for Kern Delta WD SWP supplies delivered in forward flow to the Section 4 Turnout.

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
12/12/2011	01/11/2012

INVOICE NO. 24805

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0053-1330(PWR)
561B-4402

Cross Valley Canal
September 2011

Estimated power costs for deliveries of Kern Delta Water District Metropolitan Water District SWP supplies delivered to River Turnout No. 2 and 3, Rosedale Rio-Bravo WSD and Arvin-Edison WSD; adjust for lined losses.

Canal Reach	Pumping Plant	MWD SWP Volume AF	Rate $/AF	Pumping Costs $
1	1	3,955	3.25	12,853.75
1	2	3,952	3.25	12,844.00
2	3	3,950	3.25	12,837.50
2	4	3,946	3.25	12,824.50
2	5	3,940	5.00	19,700.00
3	6	2,281	5.00	11,405.00
Extension	7	0	5.00	0.00

TOTAL AMOUNT DUE **$82,464.75**

Requested By | Prepared By | Approved By | Approved By

☐ ORIGINAL ☑ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

Cross Valley Canal

September 2011 Deliveries - Gross AF

	Points of Entry				
	Tupman T/O SWP (AF)	CVC/Friant-Kern Intertie CVP (AF)	Pioneer Inlet KR (AF)	KCWA Arnco Reverse SWP Exch. (AF)	CVC Total (AF)
Deliveries by Turnout:					
N-2 Siphon	2,366	-	-	-	2,366
Rosedale Rio Bravo Turnout No. 1	5,109	-	-	-	5,109
Strand Siphons	3,142	-	-	-	3,142
North Strand Ranch Turnout	1,666	-	-	-	1,666
Kern Water Bank P-11 Turnout	3,759	-	-	-	3,759
Nord Siphons	1,825	-	-	-	1,825
Section 4 Turnout	5,100	-	-	-	5,100
River Turnout No. 1	8,257	-	-	-	8,257
Rosedale Rio Bravo Turnout No. 2	2,148	-	-	-	2,148
River Turnout No. 2	5,288	-	-	-	5,288
Arvin-Edison Turnout	10,332	-	-	-	10,332
Lined Losses - Pools 1-6	124	-	-	-	124
River Turnout No. 3 to River	1,212	-	-	-	1,212
Unlined Losses - Pool 7	121	-	-	-	121
Henry C. Garnett Treatment Plant	-	-	-	3,709	3,709
Total	50,449	-	-	3,709	54,158
Deliveries by Turnout/Owner:					
N-2 Siphon					
Cawelo WD	67	-	-	-	67
Improvement District No. 4	71	-	-	-	71
Kern County Water Agency	370	-	-	-	370
Kern-Tulare WD - KCWA M/U	917	-	-	-	917
Lower Tule River ID - KCWA M/U	439	-	-	-	439
Pixley ID - KCWA M/U	502	-	-	-	502
Rosedale-Rio Bravo Turnout No. 1					
Kern County Water Agency	34	-	-	-	34
Kern-Tulare WD - KCWA M/U	74	-	-	-	74
Lower Tule River ID - KCWA M/U	38	-	-	-	38
Pixley ID - KCWA M/U	22	-	-	-	22
Rosedale-Rio Bravo WSD	3,021	-	-	-	3,021
Rosedale-Rio Bravo WSD - AEWSD	1,608	-	-	-	1,608
Rosedale-Rio Bravo WSD - KDWD	312	-	-	-	312
Strand Siphons					
Improvement District No. 4	206	-	-	-	206
Kern County Water Agency	480	-	-	-	480
Kern-Tulare WD - KCWA M/U	1,182	-	-	-	1,182
Lower Tule River ID - KCWA M/U	628	-	-	-	628
Pixley ID - KCWA M/U	646	-	-	-	646
North Strand Turnout					
Kern County Water Agency	226	-	-	-	226
Kern-Tulare WD - KCWA M/U	629	-	-	-	629
Lower Tule River ID - KCWA M/U	320	-	-	-	320
Pixley ID - KCWA M/U	342	-	-	-	342
Rosedale-Rio Bravo WSD	149	-	-	-	149
Kern Water Bank P-11 Turnout					
Cawelo WD	69	-	-	-	69
Improvement District No. 4	759	-	-	-	759
Kern County Water Agency	372	-	-	-	372
Kern-Tulare WD - KCWA M/U	1,052	-	-	-	1,052
Lower Tule River ID - KCWA M/U	878	-	-	-	878
Pixley ID - KCWA M/U	629	-	-	-	629
Nord Siphons					
Improvement District No. 4	425	-	-	-	425
Kern County Water Agency	196	-	-	-	196
Kern-Tulare WD - KCWA M/U	494	-	-	-	494
Lower Tule River ID - KCWA M/U	438	-	-	-	438
Pixley ID - KCWA M/U	272	-	-	-	272
Section 4 Turnout					
Improvement District No. 4	131	-	-	-	131
Kern County Water Agency	679	-	-	-	679
Kern-Tulare WD - KCWA M/U	1,706	-	-	-	1,706
Lower Tule River ID - KCWA M/U	811	-	-	-	811
Pixley ID - KCWA M/U	936	-	-	-	936
Rosedale-Rio Bravo WSD	837	-	-	-	837
River Turnout No. 1					
Cawelo WD	3,477	-	-	-	3,477
Cawelo WD - AEWSD	856	-	-	-	856
Improvement District No. 4	637	-	-	-	637
Improvement District No. 4 - AEWSD	6	-	-	-	6
Kern County Water Agency	530	-	-	-	530
Kern-Tulare WD - KCWA M/U	1,216	-	-	-	1,216
Lower Tule River ID - KCWA M/U	870	-	-	-	870
Pixley ID - KCWA M/U	665	-	-	-	665
Rosedale Rio Bravo Turnout No. 2					
Cawelo WD - AEWSD	771	-	-	-	771
Improvement District No. 4 - AEWSD	6	-	-	-	6
Improvement District No. 4 - KDWSD	184	-	-	-	184
Kern County Water Agency	89	-	-	-	89
Kern Delta Water District	660	-	-	-	660
Kern-Tulare WD - KCWA M/U	136	-	-	-	136
Pixley ID - KCWA M/U	72	-	-	-	72
Rosedale-Rio Bravo WSD - KDWD	230	-	-	-	230
River Turnout No. 2					
Cawelo WD - AEWSD	174	-	-	-	174
Improvement District No. 4 - KDWSD	216	-	-	-	216
Kern County Water Agency	682	-	-	-	682
Kern Delta Water District	991	-	-	-	991
Kern-Tulare WD - KCWA M/U	1,682	-	-	-	1,682
Lower Tule River ID - KCWA M/U	620	-	-	-	620
Pixley ID - KCWA M/U	923	-	-	-	923
Arvin-Edison Turnout					
Arvin-Edison WSD (Existing)	887	-	-	-	887
Arvin-Edison WSD (New)	1,945	-	-	-	1,945
Cawelo WD - AEWSD	2,049	-	-	-	2,049
County of Fresno - AEWSD	726	-	-	-	726
County of Tulare - AEWSD	726	-	-	-	726
Hills Valley ID - AEWSD	518	-	-	-	518
Improvement District No. 4 - AEWSD	50	-	-	-	50
Improvement District No. 4 - KDWSD	392	-	-	-	392
Kern County Water Agency	463	-	-	-	463
Kern Delta Water District	1,895	-	-	-	1,895
Kern-Tulare WD - KCWA M/U	290	-	-	-	290
Pixley ID - KCWA M/U	154	-	-	-	154
Tri-Valley WD - AEWSD	237	-	-	-	237
Lined Losses - Pools 1-6					
Arvin-Edison WSD (New)	39	-	-	-	39
Cawelo WD - AEWSD	12	-	-	-	12
Improvement District No. 4	9	-	-	-	9
Kern County Water Agency	33	-	-	-	33
Kern Delta Water District	27	-	-	-	27
Rosedale-Rio Bravo WSD	4	-	-	-	4
Unlined Losses - Pools 7					
Improvement District No. 4	46	-	-	-	46
Kern Delta Water District	75	-	-	-	75
River Turnout No. 3					
Improvement District No. 4	627	-	-	-	627
Kern Delta Water District	585	-	-	-	585
Henry C. Garnett Treatment Plant:					
Improvement District No. 4	-	-	-	3,709	3,709
Total	50,449	-	-	3,709	54,158
Existing Participant Deliveries	*40,078*	-	-	*3,709*	*43,787*
New Participant Deliveries	10,371	-	-	-	10,371
	50,449	-	-	3,709	54,158

Shading denotes forward flow deliveries based on each point of entry into the CVC; _/_ denotes pools / pump plants utilized (for forward flow).

Cross Valley Canal - Tupman Turnout Water Balance

State Water Project Deliveries
Month of September 2011
Subject to Adjustment

December 12, 2011
11:16 AM

Date	CVC Losses	N-2 Siphon	CVC Losses	RRB 1 Turnout	Strand Siphons	North Strand Turnout	South Strand Turnout	KWB P-11 Turnout	CVC Losses	Nord Siphons	Section 4 Pump	CVC Losses	RTO 1 Turnout	CVC Losses	RRB 2 Turnout	RTO 2 Turnout	CVC Losses	AEWSD T.O.	KTWD Siphons	Unlined Losses	RTO 3 River	RTO 4 Turnout	Unlined Losses	Calloway Turnout	Cawelo PSA	T/O Total
	Reach 1									Reach 2							Reach 3				Extension					
	Pool 1	Pool 2		Pool 3						Pool 4			Pool 5			Pool 6		Pool 7				Pool 8				
	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP
1	1	46	1	90	59	18	0	92	0	33	89	0	0	1	55	39	1	253	0	5	33	0	0	0	0	819
2	0	47	0	90	58	18	0	92	0	33	88	0	0	0	55	63	0	234	0	5	82	0	0	0	0	865
3	1	46	0	90	56	17	0	82	1	33	66	1	0	0	55	66	0	240	0	5	82	0	0	0	0	875
4	0	48	1	89	58	18	0	92	0	34	88	0	0	1	55	66	1	241	0	5	82	0	0	0	0	878
5	1	45	0	89	58	17	0	92	0	33	88	0	94	0	31	66	0	231	0	3	37	0	0	0	0	885
6	0	47	0	90	58	18	0	88	0	34	88	1	128	0	0	89	1	225	0	0	0	0	0	0	0	857
7	1	47	0	90	59	18	0	83	1	34	88	0	134	1	0	106	0	216	0	0	0	0	0	0	0	879
8	0	48	1	89	59	18	0	83	0	33	95	0	150	0	0	106	1	211	0	0	0	0	0	0	0	885
9	0	47	0	90	59	18	0	83	0	34	95	1	150	0	0	110	0	210	0	0	0	0	0	0	0	887
10	1	46	0	87	24	17	0	77	0	33	90	0	150	1	0	114	0	210	0	0	0	0	0	0	0	793
11	0	45	1	89	0	23	0	0	1	32	83	0	145	0	0	118	1	211	0	0	0	0	0	0	0	750
12	1	46	0	89	32	25	0	37	0	32	88	1	141	1	0	115	0	208	0	0	0	0	0	0	0	818
13	0	45	0	90	61	25	0	83	0	32	87	0	142	0	0	111	1	205	0	0	0	0	0	0	0	862
14	1	46	0	90	60	27	0	83	0	31	89	0	148	0	0	110	0	205	0	0	0	0	0	0	0	890
15	0	46	1	90	60	29	0	83	1	31	90	1	154	1	0	109	0	207	0	0	0	0	0	0	0	902
16	1	46	0	81	60	29	0	83	0	31	90	0	191	0	0	110	1	183	0	0	0	0	0	0	0	896
17	0	47	0	91	81	35	0	85	0	31	89	0	216	0	0	114	0	143	0	0	0	0	0	0	0	892
18	0	48	1	91	60	40	0	55	0	31	90	1	218	1	0	115	0	147	0	0	0	0	0	0	0	894
19	1	47	0	91	61	41	0	50	1	31	90	0	223	0	0	113	1	148	0	0	0	0	0	0	0	904
20	0	47	0	91	60	42	0	56	0	31	90	0	223	0	0	112	0	148	0	0	0	0	0	0	0	900
21	0	47	0	91	61	40	0	56	0	31	90	1	216	1	0	108	1	148	0	0	0	0	0	0	0	891
22	1	50	1	92	60	41	0	55	0	31	90	0	221	0	0	109	0	128	0	0	0	0	0	0	0	878
23	0	33	0	38	29	18	0	19	1	16	59	0	140	1	42	81	0	84	0	0	0	0	0	0	0	559
24	1	37	0	15	35	20	0	15	0	17	51	1	73	0	95	60	1	88	0	0	0	0	0	0	0	509
25	0	57	1	91	77	45	0	58	0	39	88	0	139	1	85	60	0	122	0	0	0	0	0	0	0	869
26	0	20	0	90	59	32	0	54	0	31	84	0	185	0	95	60	0	117	0	13	30	0	0	0	0	870
27	1	0	0	91	58	32	0	53	1	32	84	1	185	0	98	60	1	118	0	7	85	0	0	0	0	906
28	0	0	0	90	59	33	0	57	0	32	85	0	172	1	95	59	0	116	0	6	59	0	0	0	0	861
29	0	0	1	91	58	38	0	51	0	32	81	0	150	0	111	59	1	100	0	6	59	0	0	0	0	846
30	1	34	0	90	72	49	0	60	0	13	95	1	77	0	203	60	0	120	0	6	61	0	0	0	0	892
31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CFS	13	1,193	9	2,578	1,584	840	0	1,895	7	920	2,571	10	4,163	11	1,083	2,666	12	5,209	0	61	611	0	0	0	0	25,434
AF	26	2,368	18	5,109	3,142	1,666	0	3,759	14	1,825	5,100	20	8,257	22	2,148	5,288	24	10,332	0	121	1,212	0	0	0	0	50,449

	CVC Losses	N-2 Siphon	CVC Losses	RRB 1 Turnout	Strand Siphons	North Strand Turnout	South Strand Turnout	KWB P-11 Turnout	CVC Losses	Nord Siphons	Section 4 Pump	CVC Losses	RTO 1 Turnout	CVC Losses	RRB 2 Turnout	RTO 2 Turnout	CVC Losses	AEWSD T.O.	KTWD Siphons	Unlined Losses	RTO 3 River	RTO 4 Turnout	Unlined Losses	Calloway Turnout	Cawelo PSA	T/O Total
[illegible]																										[illegible]
[illegible]		15			152			168			188		104													685
Berrenda Mesa WD		34									107		77			398										616
Buena Vista WSD						318																				318
Improvement District No. 4		40			117			433		242	75		363							17	228					1,515
Lost Hills WD		115			165			68			151		99			67										684
Rosedale-Rio-Bravo WSD				38		2					11															51
Semitropic WSD		34			73			232		186	135		181													831
Wheeler Ridge - Maricopa WSD		87			119			81			186		68			76										607
Pixley Irrigation District - KCWA M/U [1]																										
Belridge WSD		155			200			65			218		135			103										893
Berrenda Mesa WD		149									148		108			550										852
Buena Vista WSD						342																				342
Kern Delta WD [2]															72	107		154		4	32					364
Lost Hills WD		157			228			143			207		138			92										963
Rosedale-Rio-Bravo WSD				22							16															38
Semitropic WSD		46			101			322		272	187		223													1,151
Wheeler Ridge - Maricopa WSD		96			117			279			162		[illegible]			72										595
County of Fresno - Arvin-Edison WSD																		726								726
County of Tulare - Arvin-Edison WSD																		726								726
[illegible] - Arvin-Edison WSD																		518								518
[illegible] Valley WD - Arvin-Edison WSD																		237								237
Arvin-Edison WSD - Existing																		887								887
[illegible]																		[illegible]								[illegible]
Kern-Tulare Water District - KCWA M/U [1]																										
Belridge WSD		297			384			165			415		259			194										1,714
Berrenda Mesa WD		86									271		194			1,008										1,559
Buena Vista WSD						625																				625
Kern Delta WD [2]															136	167		290		14	64					686
Lost Hills WD		284			411			164			376		244			165										1,643
Rosedale Rio-Bravo WSD				74		4					20															98
Semitropic WSD		84			184			565		494	341		406													2,094
Wheeler Ridge - Maricopa WSD		168			203			138			284		113			130										1,037
Rosedale-Rio-Bravo WSD	2			3,021		149					837															4,011
Arvin-Edison WSD				1,008																						1,008
Kern Delta WD [2]				312											230											542
Improvement District No. 4	2	71	2		206			759	2	425	131	1	637	1			1			28	399					2,660
Arvin-Edison WSD													6		6			50								62
Kern Delta WD [2]															184	218		392		10	124					926
[illegible]																										[illegible]
Arvin-Edison WSD [3]													[illegible]			174		2,049								3,850
Cawelo WD - Belridge WSD [3]	2		1					22				2	3,477	6												3,510
Kern Delta WD [2]	4		3						2			4		6	660	994	6	1,896		44	342					3,058
Kern County Water Agency																										
Belridge WSD	2	116	1		149			84	1		161		101			75	1									672
Berrenda Mesa WD	1	34	1		5						108	2	77			400	2									631
Buena Vista WSD	1					224																				226
Cawelo WD - Arvin-Edison WSD [3]													243		36	87		350								493
Kern Delta WD [2]															163	74		113		3	23					266
Lost Hills WD	2	111	1		165			115	1		151	1	95			68	1									613
Rosedale Rio-Bravo WSD				34		2																				36
Semitropic WSD	3	34	3		78			233	2	199	136	2	162													844
Wheeler Ridge - Maricopa WSD	1	72			88			60			123		49			56										452
Total	26	2,368	18	5,109	3,142	1,666	0	3,759	14	1,825	5,100	20	8,257	22	2,148	5,288	24	10,332	0	121	1,212	0	0	0	0	50,449

NOTES:
[1] Kern County Water Agency Member Units' made deliveries of Federal Section 215 supplies utilizing Lower-Tule River Irrigation District, Pixley Irrigation District and Kern-Tulare Water District capacities per long-term agreements which allow for KCWA M/U's to utilize unused capacities.
[2] Deliveries of Arvin-Edison WSD and Kern Delta WD MWD SWP Table A supplies to River Turnout No. 1 and 2 were delivered to the City of Bakersfield in lieu of Rosedale Rio-Bravo WSD as part of an exchange to accommodate the City of Bakersfield Westside Parkway Project impacts to Rosedale Rio-Bravo WSD conveyance facilities. These deliveries will be paid back by the City to Rosedale Rio-Bravo WSD.
[3] Deliveries of Cawelo WD SWP Table A supplies delivered to the KWB were transferred to Belridge WSD as part of an exchange of 4,000 af of Belridge WSD Federal supplies delivered off the Friant-Kern Canal to Cawelo WD.

	CVC Losses	N-2 Siphon	CVC Losses	RRB 1 Turnout	Strand Siphons	Strand Turnout	Strand Turnout	KWB P-11 Turnout	CVC Losses	Nord Siphons	Section 4 Pump	CVC Losses	RTO 1 Turnout	CVC Losses	RRB 2 Turnout	RTO 2 Turnout	CVC Losses	AEWSD T.O.	KTWD Siphons	Unlined Losses	RTO 3 River	RTO 4 Turnout	Unlined Losses	Calloway Turnout	Cawelo PSA	T/O Total
Arvin Edison WSD	6	0	4	1,608	0	0	0	0	3	0	0	5	905	8	813	183	11	7,488	0	0	0	0	0	0	0	11,036
Belridge WSD	2	667	[illegible]	0	888	0	0	380	[illegible]	0	958	[illegible]	599	0	0	446	[illegible]	0	0	0	0	0	0	0	0	3,994
Berrenda Mesa WD	1	202	1	0	5	0	0	0	1	0	634	2	454	0	0	2,356	2	0	0	0	0	0	0	0	0	3,656
Buena Vista WSD	1	0	1	0	0	1,509	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,511
Cawelo WD	2	67	1	0	0	0	0	89	1	0	0	2	3,477	8	0	5	0	0	0	0	0	0	0	0	0	3,625
Improvement District No. 4	2	111	2	0	323	0	0	1,192	2	667	206	1	1,000	1	0	0	1	0	0	46	627	0	0	0	0	4,181
Kern Delta WD	4	0	3	312	0	0	0	0	2	0	0	4	0	6	1,336	1,565	8	2,844	0	75	585	0	0	0	0	6,743
Lost Hills WD	2	670	2	0	970	0	0	368	2	0	884	2	577	1	0	390	1	0	0	0	0	0	0	0	0	3,885
Rosedale Rio-Bravo WSD	2	0	1	3,189	0	157	0	0	1	0	884	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,234
Semitropic WSD	3	198	3	0	431	0	0	1,372	2	1,158	799	[illegible]	952	0	0	0	0	0	0	0	0	0	0	0	0	4,920
Wheel Ridge - Maricopa WSD	1	431	0	0	527	0	0	358	0	0	735	1	293	0	0	346	0	0	0	0	0	0	0	0	0	2,680
Total	26	2,368	18	5,109	3,142	1,666	0	3,759	14	1,825	5,100	20	8,257	22	2,148	5,288	24	10,332	0	121	1,212	0	0	0	0	50,449

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
01/06/2012	02/06/2012

INVOICE NO. 24924

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0053-1330(PWR)
561B-4402

Cross Valley Canal
October 2011

Estimated power costs for deliveries of Kern Delta Water District Metropolitan Water District SWP supplies delivered to River Turnout No. 2 and 3, Rosedale Rio-Bravo WSD and Arvin-Edison WSD; adjust for lined losses.

Canal Reach	Pumping Plant	MWD SWP Volume AF	Rate $/AF	Pumping Costs $
1	1	1,551	3.25	5,040.75
1	2	1,550	3.25	5,037.50
2	3	978	3.25	3,178.50
2	4	977	3.25	3,175.25
2	5	976	5.00	4,880.00
3	6	441	5.00	2,205.00
Extension	7	0	5.00	0.00

TOTAL AMOUNT DUE **$23,517.00**

Requested By	Prepared By	Approved By	Approved By

☐ ORIGINAL ☑ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
01/06/2012	02/06/2012

INVOICE NO. 24969

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0055-1100
580B-4430
020A-5103
0102-1100

Cross Valley Canal
October 2011

Early implementation conveyance fees in the Cross Valley Canal for delivery of Kern Delta Water District deliveries of Metropoitan WD State Water Project supplies to Arvin-Edison WSD and Rosedale Rio-Bravo WSD; adjusted for lined losses.

Reach	MWD SWP Volume AF	Total $/AF [1]	Conveyance Costs Total $
1	1,552	1.00	1,552.00
2	979	1.00	979.00
3	443	1.00	443.00
		Total Amount Due	2,974.00

TOTAL AMOUNT DUE **$ 2,974.00**

[1] Conveyance Fee $1.00 per Reach.

Requested By | Prepared By | Approved By | Approved By

☐ ORIGINAL ☑ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

Cross Valley Canal

October 2011 Deliveries - Gross AF

	Points of Entry				
	Tupman T/O SWP (AF)	CVC Dewatering Deliveries (AF)	Pionner Inlet KR (AF)	KCWA Armco Reverse SWP Exch. (AF)	CVC Total (AF)
Deliveries by Turnout:					
N-2 Siphon	597	-	-	-	597
Rosedale Rio Bravo Turnout No. 1	2,918	232	-	-	3,150
North Strand Ranch Turnout	1,726	-	-	-	1,726
South Strand Ranch Turnout	276	-	-	-	276
Kern Water Bank P-11 Turnout	1,224	-	-	-	1,224
Section 4 Turnout	2,741	-	-	-	2,741
River Turnout No. 1	4,491	81	-	-	4,572
Rosedale Rio Bravo Turnout No. 2	7,053	-	-	-	7,053
River Turnout No. 2	1,252	52	-	-	1,304
Arvin-Edison Turnout	2,698	-	-	-	2,698
Refill	365	-	-	-	365
Lined Losses - Pools 1-6	80	-	-	-	80
River Turnout No. 3 to River	797	-	-	-	797
Unlined Losses - Pool 7	125	-	-	-	125
Henry C. Garnett Treatment Plant	-	-	-	3,709	3,709
Total	26,343	365	-	3,709	30,417
Deliveries by Turnout/Owner:					
N-2 Siphon					
Cawelo WD	597	-	-	-	597
Rosedale-Rio Bravo Turnout No. 1					
Cawelo WD - AEWSD	193	-	-	-	193
Improvement District No. 4 - KDWSD	136	-	-	-	136
Kern County Water Agency	89	-	-	-	89
Kern Delta Water District	571	-	-	-	571
Kern-Tulare WD - KCWA M/U	162	-	-	-	162
Lower Tule River ID - KCWA M/U	276	-	-	-	276
Pixley ID - KCWA M/U	276	-	-	-	276
Rosedale-Rio Bravo WSD	1,215	232	-	-	1,447
Nouth Strand Turnout					
Kern County Water Agency	153	-	-	-	153
Kern-Tulare WD - KCWA M/U	252	-	-	-	252
Rosedale-Rio Bravo WSD	1,321	-	-	-	1,321
South Strand Turnout					
Kern County Water Agency	12	-	-	-	12
Kern-Tulare WD - KCWA M/U	20	-	-	-	20
Rosedale-Rio Bravo WSD	244	-	-	-	244
Kern Water Bank P-11 Turnout					
Cawelo WD	808	-	-	-	808
Kern County Water Agency	298	-	-	-	298
Kern-Tulare WD - KCWA M/U	118	-	-	-	118
Section 4 Turnout					
Improvement District No. 4	46	-	-	-	46
Improvement District No. 4 - KCWA	565	-	-	-	565
Kern County Water Agency	653	-	-	-	653
Kern-Tulare WD - KCWA M/U	1,477	-	-	-	1,477
River Turnout No. 1					
Cawelo WD	775	14	-	-	789
Improvement District No. 4	19	-	-	-	19
Improvement District No. 4 - KCWA	1,935	35	-	-	1,970
Kern County Water Agency	557	32	-	-	589
Kern-Tulare WD - KCWA M/U	1,205	-	-	-	1,205
Rosedale Rio Bravo Turnout No. 2					
Cawelo WD - AEWSD	1,460	-	-	-	1,460
Improvement District No. 4	627	-	-	-	627
Improvement District No. 4 - KDWD	130	-	-	-	130
Kern County Water Agency	30	-	-	-	30
Kern Delta Water District	533	-	-	-	533
Kern-Tulare WD - KCWA M/U	59	-	-	-	59
Lower Tule River ID - KCWA M/U	2,107	-	-	-	2,107
Pixley ID - KCWA M/U	2,107	-	-	-	2,107
Rosedale-Rio Bravo WSD	-	52	-	-	52
River Turnout No. 2					
Kern County Water Agency	396	-	-	-	396
Kern-Tulare WD - KCWA M/U	856	-	-	-	856
Arvin-Edison Turnout					
Arvin-Edison WSD (Existing)	315	-	-	-	315
Arvin-Edison WSD (New)	975	-	-	-	975
Cawelo WD - AEWSD	266	-	-	-	266
County of Fresno - AEWSD	225	-	-	-	225
County of Tulare - AEWSD	225	-	-	-	225
Hills Valley ID - AEWSD	168	-	-	-	168
Improvement District No. 4 - AEWSD	189	-	-	-	189
Improvement District No. 4 - KDWD	24	-	-	-	24
Kern County Water Agency	117	-	-	-	117
Kern Delta Water District	99	-	-	-	99
Kern-Tulare WD - KCWA M/U	11	-	-	-	11
Tri-Valley WD - AEWSD	84	-	-	-	84
Lined Losses - Pools 1-6					
Arvin-Edison WSD (New)	35	-	-	-	35
Cawelo WD	10	-	-	-	10
Improvement District No. 4	6	-	-	-	6
Improvement District No. 4 - KCWA	12	-	-	-	12
Kern County Water Agency	4	-	-	-	4
Kern Delta Water District	7	-	-	-	7
Kern Tulare Water District	2	-	-	-	2
Rosedale-Rio Bravo WSD	4	-	-	-	4
Refill					
Cawelo WD	14	-	-	-	14
Improvement District No. 4 - KCWA	35	-	-	-	35
Kern County Water Agency	32	-	-	-	32
Rosedale-Rio Bravo WSD	284	-	-	-	284
Unlined Losses - Pools 7					
Improvement District No. 4	50	-	-	-	50
Kern County Water Agency	3	-	-	-	3
Kern Delta Water District	65	-	-	-	65
Kern Tulare Water District	7	-	-	-	7
River Turnout No. 3					
Improvement District No. 4	476	-	-	-	476
Kern County Water Agency	13	-	-	-	13
Kern Delta Water District	277	-	-	-	277
Kern Tulare Water District	31	-	-	-	31
Henry C. Garnett Treatment Plant:					
Improvement District No. 4	-	-	-	3,709	3,709
Total	26,343	365	-	3,709	30,417
Existing Participant Deliveries	*21,459*	*333*	-	*3,709*	*19,219*
New Participant Deliveries	4,884	32	-	-	11,198
	26,343	365	-	3,709	30,417

Shading denotes forward flow deliveries based on each point of entry into the CVC; _ / _ denotes pools / pump plants utilized (for forward flow).

Kern County Water Agency
Cross Valley Canal - Tupman Turnout Water Balance
State Water Project Deliveries
Month of October 2011
Subject to Adjustment

January 5, 2012
10:27 AM

	Reach 1											Reach 2								Reach 3								Extension			
	Pool 1		Pool 2			Pool 3						Pool 4				Pool 5				Pool 6				Pool 7				Pool 8			
Date	CVC Losses SWP	CVC Refill SWP	N-2 Siphon SWP	CVC Losses SWP	RRB 1 Turnout SWP	Strand Siphons SWP	North Strand Turnout SWP	South Strand Turnout SWP	KWB P-11 Turnout SWP	CVC Losses SWP	CVC Refill SWP	Nord Siphons SWP	Section 4 Pump SWP	CVC Losses SWP	CVC Refill SWP	RTO 1 Turnout SWP	CVC Losses SWP	CVC Refill SWP	RRB 2 Turnout SWP	RTO 2 Turnout SWP	CVC Losses SWP	CVC Refill SWP	AEWSD T.O. SWP	KTWD Siphons SWP	Unlined Losses SWP	RTO 3 River SWP	RTO 4 Turnout SWP	Unlined Losses SWP	Calloway Turnout SWP	Cawelo PSA SWP	T/O Total SWP
1	0	0	48	1	90	0	51	0	68	0	0	0	94	0	0	27	1	0	230	38	0	0	145	0	5	60	0	0	0	0	858
2	1	0	49	0	90	0	50	0	68	0	0	0	94	1	0	27	0	0	242	60	1	0	139	0	5	60	0	0	0	0	887
3	0	0	49	0	90	0	51	0	69	1	0	0	94	0	0	26	0	0	247	59	0	0	135	0	5	61	0	0	0	0	887
4	1	0	48	1	90	0	55	0	67	0	0	0	93	1	0	113	1	0	247	60	1	0	89	0	2	25	0	0	0	0	894
5	0	0	48	0	90	0	59	0	66	0	0	0	91	0	0	175	0	0	248	60	0	0	56	0	0	0	0	0	0	0	893
6	1	0	49	0	90	0	61	0	59	1	0	0	90	0	0	219	1	0	249	23	1	0	53	0	0	0	0	0	0	0	897
7	0	0	10	0	90	0	65	0	51	0	0	0	89	1	0	276	0	0	248	0	0	0	51	0	0	0	0	0	0	0	881
8	0	0	0	0	90	0	64	0	52	0	0	0	89	0	0	295	1	0	248	0	1	0	51	0	0	0	0	0	0	0	891
9	0	0	0	0	90	0	55	0	44	1	0	0	91	0	0	295	0	0	181	0	0	0	20	0	0	0	0	0	0	0	777
10	0	0	0	0	38	0	20	0	15	0	0	0	34	1	0	123	0	0	54	0	0	0	0	0	0	0	0	0	0	0	285
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
24	1	74	0	0	33	0	21	0	22	0	28	0	29	0	26	20	0	29	42	13	0	28	0	0	0	0	0	0	0	0	181
25	0	0	0	1	84	0	36	0	36	1	0	0	63	1	0	53	0	0	177	43	1	0	30	0	15	19	0	0	0	0	560
26	1	0	0	0	63	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	72
27	0	0	0	0	83	0	41	17	0	0	0	0	57	0	0	78	1	0	146	35	1	0	71	0	7	17	0	0	0	0	554
28	1	0	0	1	96	0	61	30	0	1	0	0	94	1	0	136	0	0	249	60	0	0	132	0	6	40	0	0	0	0	902
29	0	0	0	0	90	0	59	31	0	0	0	0	94	0	0	131	1	0	250	60	1	0	129	0	8	40	0	0	0	0	892
30	1	0	0	0	90	0	56	30	0	0	0	0	93	1	0	132	0	0	249	60	0	0	129	0	6	40	0	0	0	0	887
31	0	0	0	1	90	0	57	31	0	1	0	0	93	0	0	138	1	0	248	60	1	0	130	0	6	40	0	0	0	0	897
CFS	7	74	301	5	1,471	0	870	139	617	6	28	0	1,382	7	26	2,264	7	29	3,556	631	8	28	1,360	0	63	402	0	0	0	0	13,279
AF	14	147	597	10	2,918	0	1,726	276	1,224	12	56	0	2,741	14	52	4,491	14	58	7,053	1,252	16	52	2,698	0	125	797	0	0	0	0	26,343

Arvin-Edison WSD																															
Improvement District No. 4	1			1					1			46	1		19	1		627		1				34	388					1,120
Arvin-Edison WSD:																							189								189
Improvement District No. 4 / KCWA	3			2					2			565	3	8	1,935	2	27														2,547
Kern Delta WD:					136													130					24		16	88					394
Kern Delta WD																															
WSD																															
Total	14	147	597	10	2,918	0	1,726	276	1,224	12	56	0	2,741	14	52	4,491	14	58	7,053	1,252	16	52	2,698	0	125	797	0	0	0	0	26,343

NOTES:

[1] Arvin-Edison Water Storage District made deliveries of Metropolitan Water District State Water Project Table A supplies utilizing Lower-Tule River Irrigation District and Pixley Irrigation District capacities per a short-term agreement with North Kern WSD (per the Agreement for the Management of Conveyance Capacity in the Cross Valley Canal Capacity).

[2] Kern County Water Agency Member Units' made deliveries of State Water Project Table A supplies utilizing Lower-Tule River Irrigation District, Pixley Irrigation District and Kern-Tulare Water District capacities per long-term agreements which allow for KCWA M/U's to utilize unused capacities.

[3] Deliveries of Cross Valley Canal refill water by Rosedale Rio-Bravo WSD and the Kern County Water Agency M/U's with their 2011 State Water Project Table A supply were made persuant to the Refill/Dewatering Policy Guidelines. Rosedale Rio-Bravo and the KCWA Member Units' received dewatering supplies in October 2011 (see attached delivery summary) and were subsequently responsible for refilling the Cross Valley Canal based upon the total dewatered supplies received.

[4] In the month of October 2011, Arvin-Edison WSD delivered 632 af of Arvin-Edison WSD Federal supplies to the AEWSD Turnout as part of an operational exchange for 632 af of MWD State Water Project Table A supplies at Rosedale Rio-Bravo Turnout No. 2.

Kern County Water Agency
Cross Valley Canal
Dewatering for Maintenance Deliveries
Month of October 2011
Subject to Adjustment

January 10, 2012
2:09 PM

	Reach 1				Reach 2											Reach 3		Extension							
	Pool 1	Pool 2			Pool 3					Pool 4			Pool 5			Pool 6		Pool 7				Pool 8				
Date	CVC Losses SWP	N-2 Siphon SWP	CVC Losses SWP	RRB 1 Turnout SWP	Strand Siphons SWP	North Strand Turnout SWP	South Strand Turnout SWP	KWB P-11 Turnout SWP	CVC Losses SWP	Nord Siphons SWP	Section 4 Pump SWP	CVC Losses SWP	RTO 1 Turnout SWP	CVC Losses SWP	RRB 2 Turnout SWP	RTO 2 Turnout SWP	CVC Losses SWP	AEWSD T.O. SWP	KTWD Siphons SWP	Unlined Losses SWP	RTO 3 River SWP	RTO 4 Turnout SWP	Unlined Losses SWP	Calloway Turnout SWP	Cawelo PSA SWP	T/O Total
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	39	0	0	0	0	0	0	0	0	0	0	14	0	0	0	0	0	0	0	0	0	0	53
11	0	0	0	31	0	0	0	0	0	0	0	0	9	0	12	0	0	0	0	0	0	0	0	0	0	52
12	0	0	0	26	0	0	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	33
13	0	0	0	21	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	26
14	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	5
15	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	5
16	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	5
17	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	5
18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CFS	0	0	0	117	0	0	0	0	0	0	0	0	41	0	26	0	0	0	0	0	0	0	0	0	0	184
AF	0	0	0	232	0	0	0	0	0	0	0	0	81	0	52	0	0	0	0	0	0	0	0	0	0	365
Total	0	0	0	232	0	0	0	0	0	0	0	0	81	0	52	0	0	0	0	0	0	0	0	0	0	365

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
01/18/2012	02/17/2012

INVOICE NO. 25021

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0053-F330(PWR)
561B-4402

Cross Valley Canal
November 2011

Estimated power costs for deliveries of Kern Delta Water District Metropolitan Water District SWP supplies delivered to River Turnout No. 1, 2 and 3, Rosedale Rio-Bravo WSD and Arvin-Edison WSD; adjust for lined losses.

Canal Reach	Pumping Plant	MWD SWP Volume AF	Rate $/AF	Pumping Costs $
1	1	3,995	2.25	8,988.75
1	2	3,993	2.25	8,984.25
2	3	2,256	2.25	5,076.00
2	4	2,254	2.25	5,071.50
2	5	2,252	2.25	5,067.00
3	6	1,730	2.25	3,892.50
Extension	7	0	2.25	0.00

TOTAL AMOUNT DUE **$37,080.00**

Requested By	Prepared By	Approved By	Approved By

☐ ORIGINAL ☐ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
01/18/2012	02/17/2012

INVOICE NO. 25023

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0055-1100
580B-4430
020A-5103
0102-1100

Cross Valley Canal
November 2011

Early implementation conveyance fees in the Cross Valley Canal for delivery of Kern Delta Water District deliveries of Metropoitan WD State Water Project supplies to Arvin-Edison WSD and Rosedale Rio-Bravo WSD; adjusted for lined losses.

Reach	MWD SWP Volume AF	Total $/AF [1]	Conveyance Costs Total $
1	3,998	1.00	3,998.00
2	3,012	1.00	3,012.00
3	1,732	1.00	1,732.00
		Total Amount Due	8,742.00

TOTAL AMOUNT DUE $ 8,742.00

[1] Conveyance Fee $1.00 per Reach.

Requested By | Prepared By | Approved By | Approved By

☐ ORIGINAL ☐ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
02/13/2012	03/14/2012

INVOICE NO. 25088

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0055-1100
580B-4430
020A-5103
0102-1100

Cross Valley Canal
December 2011

Early implementation conveyance fees in the Cross Valley Canal for delivery of Kern Delta Water District deliveries of San Bernardino Valley MWD State Water Project supplies to Arvin-Edison WSD and Rosedale Rio-Bravo WSD; adjusted for lined losses.

Reach	MWD SWP Volume AF	Total $/AF [1]	Conveyance Costs Total $
1	3,858	1.00	3,858.00
2	3,395	1.00	3,395.00
3	3,010	1.00	3,010.00
		Total Amount Due	10,263.00

TOTAL AMOUNT DUE **$ 10,263.00**

[1] Conveyance Fee $1.00 per Reach.

Requested By | Prepared By | Approved By | Approved By

☐ ORIGINAL ☑ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

Cross Valley Canal

December 2011 Deliveries - Gross AF

	Points of Entry				
	Tupman T/O SWP (AF)	Tupman T/O FK Recirculation (AF)	Pionner Inlet KR (AF)	KCWA Arnco Reverse SWP Exch. (AF)	CVC Total (AF)
Deliveries by Turnout:					
N-2 Siphon	302	-	-	-	302
Rosedale Rio Bravo Turnout No. 1	3,404	-	-	-	3,404
North Strand Ranch Turnout	3,090	-	-	-	3,090
South Strand Ranch Turnout	686	-	-	-	686
Kern Water Bank P-11 Turnout	292	-	-	-	292
Section 4 Turnout	905	141	-	-	1,046
River Turnout No. 1	8,287	2,196	-	-	10,483
Rosedale Rio Bravo Turnout No. 2	13,755	-	-	-	13,755
River Turnout No. 2	3,423	861	-	-	4,284
Arvin-Edison Turnout	7,357	-	-	-	7,357
Lined Losses - Pools 1-6	120	13	-	-	133
River Turnout No. 3 to River	127	-	-	-	127
Unlined Losses - Pool 7	737	-	-	-	737
River Turnout No. 4 to River	7,030	-	-	-	7,030
Henry C. Garnett Treatment Plant	-	-	-	3,247	3,247
Unlined Losses - Pool 8	716	-	-	-	716
Total	50,231	3,211	-	3,247	56,689
Deliveries by Turnout/Participant:					
N-2 Siphon					
Tehachapi-Cummings CWD	302	-	-	-	302
Rosedale-Rio Bravo Turnout No. 1					
Arvin-Edison WSD	643	-	-	-	643
Kern Delta Water District	2,761	-	-	-	2,761
Nouth Strand Turnout					
Buena Vista WSD	32	-	-	-	32
Kern Delta Water District	3,058	-	-	-	3,058
South Strand Turnout					
Kern Delta Water District	686	-	-	-	686
Kern Water Bank P-11 Turnout					
Tehachapi-Cummings CWD	292	-	-	-	292
Section 4 Turnout					
Belridge WSD	85	61	-	-	146
Berrenda Mesa WD	85	20	-	-	105
Improvement District No. 4	48	-	-	-	48
Lost Hills WD	74	60	-	-	134
Rosedale-Rio Bravo WSD	534	-	-	-	534
Semitropic WSD	71	-	-	-	71
Tejon Castaic WD	8	-	-	-	8
River Turnout No. 1					
Belridge WSD	978	941	-	-	1,919
Berrenda Mesa WD	495	315	-	-	810
Improvement District No. 4	1,338	-	-	-	1,338
Lost Hills WD	1,050	940	-	-	1,990
Rosedale-Rio Bravo WSD	1,018	-	-	-	1,018
Semitropic WSD	3,078	-	-	-	3,078
Tehachapi-Cummings CWD	301	-	-	-	301
Tejon Castaic WD	29	-	-	-	29
Rosedale Rio Bravo Turnout No. 2					
Arvin-Edison WSD	12,967	-	-	-	12,967
Improvement District No. 4	88	-	-	-	88
Kern Delta Water District	700	-	-	-	700
River Turnout No. 2					
Belridge WSD	703	335	-	-	1,038
Berrenda Mesa WD	1,720	216	-	-	1,936
Lost Hills WD	599	310	-	-	909
Rosedale-Rio Bravo WSD	373	-	-	-	373
Semitropic WSD	28	-	-	-	28
Arvin-Edison Turnout					
Arvin-Edison WSD	5,482	-	-	-	5,482
Kern Delta Water District	1,875	-	-	-	1,875
Lined Losses - Pools 1-6					
Arvin-Edison WSD	53	-	-	-	53
Belridge WSD	-	6	-	-	6
Berrenda Mesa WD	4	2	-	-	6
Improvement District No. 4	20	-	-	-	20
Kern Delta Water District	28	-	-	-	28
Lost Hills WD	-	5	-	-	5
Rosedale-Rio Bravo WSD	5	-	-	-	5
Semitropic WSD	10	-	-	-	10
River Turnout No. 3					
Improvement District No. 4	127	-	-	-	127
Unlined Losses - Pools 7					
Improvement District No. 4	492	-	-	-	492
Kern Delta Water District	245	-	-	-	245
River Turnout No. 4					
Improvement District No. 4	4,618	-	-	-	4,618
Kern Delta Water District	2,412	-	-	-	2,412
Henry C. Garnett Treatment Plant:					
Improvement District No. 4	-	-	-	3,247	3,247
Unlined Losses - Pools 8					
Improvement District No. 4	475	-	-	-	475
Kern Delta Water District	241	-	-	-	241
Total	50,231	3,211	-	3,247	56,689
Existing Participant Deliveries	*28,281*	-	-	*3,247*	*31,528*
New Participant Deliveries	21,950	3,211	-	-	25,161
	50,231	3,211	-	3,247	56,689

Shading denotes forward flow deliveries based on each point of entry into the CVC; _ / _ denotes pools / pump plants utilized (for forward flow).

Kern County Water Agency
Cross Valley Canal - Tupman Turnout Water Balance
State Water Project Deliveries
Month of December 2011
Subject to Adjustment

February 10, 2012
11:50 AM

Date	CVC Losses	N-2 Siphon	CVC Losses	RRB 1 Turnout	Strand Siphons	North Strand Turnout	South Strand Turnout	KWB P-11 Turnout	CVC Losses	Nord Siphons	Section 4 Pump	CVC Losses	RTO 1 Turnout	CVC Losses	RRB 2 Turnout	RTO 2 Turnout	CVC Losses	AEWSD T.O.	KTWD Siphons	Unlined Losses	RTO 3 River	Unlined Losses	RTO 4 Turnout	Calloway Turnout	Cawelo PSA	T/O Total
	Reach 1				Reach 2											Reach 3						Extension				
	Pool 1	Pool 2			Pool 3					Pool 4			Pool 5		Pool 6			Pool 7				Pool 8				
	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP	SWP
1	0	0	1	63	0	77	12	0	1	0	93	0	117	1	250	77	1	100	0	12	0	15	76	0	0	898
2	1	0	0	62	0	76	11	0	0	0	90	1	105	0	251	78	0	98	0	12	0	15	73	0	0	871
3	0	0	0	63	0	74	11	0	0	0	85	0	113	0	250	75	0	91	0	12	0	15	73	0	0	862
4	1	0	1	62	0	78	11	0	1	0	79	0	126	1	250	77	1	91	0	12	0	15	73	0	0	877
5	0	0	0	63	0	78	11	0	0	0	34	1	177	0	250	80	0	91	0	12	0	12	73	0	0	882
6	1	0	0	63	0	73	11	0	0	0	0	0	191	0	252	80	1	112	0	12	0	12	73	0	0	881
7	0	0	0	62	0	65	11	0	0	0	0	0	185	1	251	80	0	133	0	12	0	12	74	0	0	888
8	1	0	1	60	0	65	11	0	1	0	0	1	196	0	250	80	1	133	0	12	0	12	74	0	0	899
9	0	0	0	60	0	64	12	0	0	0	0	0	162	0	251	68	0	145	0	12	0	11	97	0	0	882
10	0	0	0	60	0	64	12	0	0	0	0	0	196	1	250	57	0	118	0	12	0	11	114	0	0	895
11	1	0	1	60	0	60	12	0	0	0	0	1	198	0	250	56	1	94	0	12	0	11	119	0	0	877
12	0	0	0	60	0	62	12	0	1	0	0	0	201	1	250	55	0	94	0	12	0	11	119	0	0	878
13	1	0	0	60	0	62	12	0	0	0	0	0	179	0	252	55	1	117	0	12	0	11	117	0	0	879
14	0	0	0	60	0	61	12	0	0	0	0	1	182	0	252	56	0	136	0	12	0	11	115	0	0	898
15	1	0	1	60	0	60	12	0	0	0	0	0	158	1	249	56	0	135	0	12	0	11	115	0	0	871
16	0	0	0	54	0	52	12	0	1	0	0	0	174	0	250	56	1	136	0	12	0	11	132	0	0	891
17	1	0	0	52	0	46	12	0	0	0	0	1	182	0	250	56	0	136	0	12	0	11	152	0	0	911
18	0	0	1	52	0	41	12	0	0	0	0	0	170	1	250	55	0	145	0	12	0	11	152	0	0	902
19	0	0	0	52	0	42	13	0	0	0	0	0	134	0	250	57	1	181	0	12	0	11	149	0	0	902
20	1	0	0	51	0	42	13	0	1	0	0	1	142	0	221	67	0	184	0	12	0	11	150	0	0	896
21	0	0	0	50	0	35	11	0	0	0	0	0	59	1	200	56	1	144	0	12	0	11	152	0	0	732
22	0	0	1	37	0	28	8	0	0	0	0	0	31	0	202	32	0	132	0	12	4	11	99	0	0	595
23	1	0	0	50	0	27	9	0	0	0	0	1	83	1	200	51	0	149	0	12	8	11	143	0	0	756
24	0	0	0	50	0	28	11	0	0	0	0	0	93	0	200	53	1	154	0	12	8	11	140	0	0	761
25	0	0	1	50	0	28	10	0	0	0	0	0	93	1	200	35	0	170	0	12	8	11	140	0	0	759
26	0	0	0	50	0	28	11	0	0	0	0	1	93	0	201	23	0	165	0	12	8	11	140	0	0	763
27	0	0	0	50	0	28	10	0	0	0	0	0	93	0	200	41	1	165	0	12	8	11	140	0	0	759
28	1	30	0	50	0	28	10	29	1	0	0	0	153	0	138	28	0	108	0	12	8	11	140	0	0	747
29	0	52	0	50	0	27	10	50	0	0	0	0	173	0	129	28	1	32	0	12	8	11	140	0	0	723
30	0	52	0	50	0	27	10	50	0	0	29	0	8	1	141	35	0	0	0	12	4	11	110	0	0	540
31	0	18	1	50	0	36	11	18	1	0	46	0	0	0	145	25	0	0	0	12	0	11	80	0	0	454
CFS	11	152	9	1,716	0	1,558	346	147	8	0	456	9	4,178	11	6,935	1,726	12	3,709	0	372	64	361	3,544	0	0	25,324
AF	22	302	18	3,404	0	3,090	686	292	16	0	905	18	8,287	22	13,755	3,423	24	7,357	0	737	127	716	7,030	0	0	50,231

[redacted]

Arvin-Edison WSD - Existing																		887								887
[redacted]																										
Improvement District No. 4	4		2						2		44	3	1,213	4	80		5									1,357
Improvement District No. 4 / City of Bakersfield																				446	115	431	4,180			5,172
Kern Delta WD				197		74									104			513		67		56	660			1,681
[redacted]																										
Total	22	302	18	3,404	0	3,090	686	292	16	0	905	18	8,287	22	13,755	3,423	24	7,357	0	737	127	716	7,030	0	0	50,231

NOTES:

[1] Arvin-Edison Water Storage District made deliveries of Metropolitan Water District State Water Project Table A supplies utilizing Lower-Tule River Irrigation District and Pixley Irrigation District capacities per a short-term agreement with North Kern WSD (per the Agreement for the Management of Conveyance Capacity in the Cross Valley Canal Capacity).

[2] Kern County Water Agency Member Units' made deliveries of State Water Project Table A supplies utilizing Kern-Tulare Water District capacities per long-term agreements which allow for KCWA M/U's to utilize unused capacities.

[3] Arvin-Edison WSD delivered a total of 620 af of AEWSD/MWD SWP supplies at Rosedale Turnout No. 2 as part of an operational exchange for 620 af of Arvin-Edison WSD Friant-Kern supplies delivered to the Arvin-Edison intake Canal.

[4] Kern Delta Water District delivered a total of 206 af to Arvin-Edison WSD at Rosedale Turnout No. 2 as part of an operational exchange for 206 af of Arvin-Edison WSD Friant-Kern supplies at the Arvin-Edison intake Canal off the Friant-Kern Canal.

[5] Kern Delta Water District delivered a total of 3,840 af of Metropolitan WD SWP supplies in December 2011.

[6] Kern Delta Water District delivered a total of 8,066 af of San Bernardino Valley Municipal Water District SWP supplies in December 2011.

	CVC Losses	N-2 Siphon	CVC Losses	RRB 1 Turnout	Strand Siphons	Strand Turnout	Strand Turnout	KWB P-11 Turnout	CVC Losses	Nord Siphons	Section 4 Pump	CVC Losses	RTO 1 Turnout	CVC Losses	RRB 2 Turnout	RTO 2 Turnout	CVC Losses	AEWSD T.O.	KTWD Siphons	Unlined Losses	RTO 3 River	Unlined Losses	RTO 4 Turnout	Calloway Turnout	Cawelo PSA	T/O Total
Arvin Edison WSD	8	0	7	643	0	0	0	0	6	0	0	8	0	10	12,967	0	14	5,482	0	0	0	0	0	0	0	19,145
Belridge WSD	0	0	0	0	0	0	0	0	0	0	85	0	978	0	0	703	0	0	0	0	0	0	0	0	0	1,766
Berrenda Mesa WD	1	0	0	0	0	0	0	0	0	0	85	1	495	1	0	1,720	1	0	0	0	0	0	0	0	0	2,304
Buena Vista WSD	0	0	0	0	0	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32
Improvement District No. 4	4	0	2	0	0	0	0	0	2	0	48	3	1,338	4	88	0	5	0	0	492	127	475	4,616	0	0	7,206
Kern Delta WD	6	0	6	2,761	0	3,058	686	0	5	0	0	3	0	4	700	0	4	1,875	0	245	0	241	2,412	0	0	12,006
Lost Hills WD	0	0	0	0	0	0	0	0	0	0	74	0	1,050	0	0	599	0	0	0	0	0	0	0	0	0	1,723
Rosedale Rio Bravo WSD	1	0	1	0	0	0	0	0	1	0	534	1	1,018	1	0	373	0	0	0	0	0	0	0	0	0	1,930
Semitropic WSD	2	0	2	0	0	0	0	0	2	0	71	2	3,078	2	0	28	0	0	0	0	0	0	0	0	0	3,187
Tehachapi-Cummings CWD	0	302	0	0	0	0	0	292	0	0	0	0	301	0	0	0	0	0	0	0	0	0	0	0	0	895
Tejon Castac WD	0	0	0	0	0	0	0	0	0	0	8	0	29	0	0	0	0	0	0	0	0	0	0	0	0	37
Total	22	302	18	3,404	0	3,090	686	292	16	0	905	18	8,287	22	13,755	3,423	24	7,357	0	737	127	716	7,030	0	0	50,231

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
02/13/2012	03/14/2012

INVOICE NO. 25085

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0053-1330(PWR)
561B-4402

Cross Valley Canal
December 2011

Estimated power costs for deliveries of Kern Delta Water District San Bernardino Valley Municipal Water District SWP supplies delivered to River Turnout No. 1, 2 and 4, Rosedale Rio-Bravo WSD and Arvin-Edison WSD; adjust for lined losses.

Canal Reach	Pumping Plant	SBVMWD SWP Volume AF	Rate $/AF	Pumping Costs $
1	1	3,853	2.25	8,669.25
1	2	3,849	2.25	8,660.25
2	3	3,221	2.25	7,247.25
2	4	3,219	2.25	7,242.75
2	5	3,216	2.25	7,236.00
3	6	3,006	2.25	6,763.50
Extension	7	1,671	2.25	3,759.75
			TOTAL AMOUNT DUE	**$49,578.75**

Requested By | Prepared By | Approved By | Approved By

☐ ORIGINAL ☑ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
03/08/2012	04/09/2012

INVOICE NO. 25191

RECEIVED
MAR 12 2012

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0053-1330(PWR)
561B-4402

Cross Valley Canal
January 2012

Estimated power costs for deliveries of Kern Delta Water District San Bernardino Valley Municipal Water District SWP supplies delivered to River Turnout No. 1, 2 and 4, Rosedale Rio-Bravo WSD and Arvin-Edison WSD; adjust for lined losses.

Canal Reach	Pumping Plant	SBVMWD SWP Volume AF	Rate $/AF	Pumping Costs $
1	1	12,515	2.25	28,158.75
1	2	12,502	2.25	28,129.50
2	3	11,881	2.25	26,732.25
2	4	11,867	2.25	26,700.75
2	5	11,849	2.25	26,660.25
3	6	9,360	2.25	21,060.00
Extension	7	4,858	2.25	10,930.50

TOTAL AMOUNT DUE $168,372.00

VENDOR KO241
INVOICE # 25191
P.O. # DWR
DATE 3-8-12
AMOUNT 168372.00
ACCT. CODE 40540

PWR
BOD 3/14/12
40540
WATER B.P.

Requested By | Prepared By | Approved By | Approved By

☐ ORIGINAL ☐ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

Cross Valley Canal

January 2012 Deliveries - Gross AF

	Points of Entry				
	Tupman T/O SWP (AF)	Tupman T/O CVP (AF)	CVC / Friant-Kern Intertie KR (AF)	KCWA Armco Reverse SWP Exch. (AF)	CVC Total (AF)
Deliveries by Turnout:					
N-2 Siphon	-	-	-	-	-
Rosedale Rio Bravo Turnout No. 1	1,244	1,706	-	-	2,950
North Strand Ranch Turnout	282	-	-	-	282
South Strand Ranch Turnout	93	-	-	-	93
Kern Water Bank P-11 Turnout	-	-	-	-	-
Section 4 Turnout	121	659	-	-	780
River Turnout No. 1	-	1,759	-	-	1,759
Rosedale Rio Bravo Turnout No. 2	2,471	1,204	3,524	-	7,199
River Turnout No. 2	159	585	-	-	744
Arvin-Edison Turnout	3,612	55	-	-	3,667
Lined Losses - Pools 1-6	92	40	6	-	138
River Turnout No. 3 to River	-	-	-	-	-
Unlined Losses - Pool 7	890	-	-	-	890
River Turnout No. 4 to River	4,092	-	-	-	4,092
Henry C. Garnett Treatment Plant	-	-	-	3,374	3,374
Unlined Losses - Pool 8	766	-	-	-	766
Total	13,822	6,008	3,530	3,374	26,734
Deliveries by Turnout/Participant:					
Rosedale-Rio Bravo Turnout No. 1					
Arvin-Edison WSD	-	1,398	-	-	1,398
Kern Delta Water District	610	-	-	-	610
Kern-Tulare Water District	-	308	-	-	308
Rosedale-Rio Bravo WSD	634	-	-	-	634
North Strand Turnout					
Rosedale-Rio Bravo WSD	282	-	-	-	282
South Strand Turnout					
Rosedale-Rio Bravo WSD	93	-	-	-	93
Section 4 Turnout					
Belridge WSD	-	227	-	-	227
Berrenda Mesa WD	-	214	-	-	214
Lost Hills WD	-	218	-	-	218
Rosedale-Rio Bravo WSD	121	-	-	-	121
River Turnout No. 1					
Belridge WSD	-	608	-	-	608
Berrenda Mesa WD	-	568	-	-	568
Lost Hills WD	-	583	-	-	583
Rosedale Rio Bravo Turnout No. 2					
Arvin-Edison WSD	-	932	2,225	-	3,157
Kern Delta Water District	2,471	-	-	-	2,471
Kern-Tulare Water District	-	272	1,299	-	1,571
River Turnout No. 2					
Belridge WSD	159	204	-	-	363
Berrenda Mesa WD	-	190	-	-	190
Lost Hills WD	-	191	-	-	191
Arvin-Edison Turnout					
Arvin-Edison WSD	-	55	-	-	55
Kern Delta Water District	3,612	-	-	-	3,612
Lined Losses - Pools 1-6					
Arvin-Edison WSD	-	15	4	-	19
Belridge WSD	-	9	-	-	9
Berrenda Mesa WD	-	8	-	-	8
Kern Delta Water District	89	-	-	-	89
Kern-Tulare Water District	-	-	2	-	2
Lost Hills WD	-	8	-	-	8
Rosedale-Rio Bravo WSD	3	-	-	-	3
Unlined Losses - Pools 7					
Kern Delta Water District	890	-	-	-	890
River Turnout No. 4					
Kern Delta Water District	4,092	-	-	-	4,092
Henry C. Garnett Treatment Plant:					
Improvement District No. 4	-	-	-	3,374	3,374
Unlined Losses - Pools 8					
Kern Delta Water District	766	-	-	-	766
Total	13,822	6,008	3,530	3,374	26,734
Existing Participant Deliveries	*1,133*	*2,980*	*3,530*	*3,374*	*8,006*
New Participant Deliveries	12,689	3,028	-	-	18,728
	13,822	6,008	3,530	3,374	26,734

Shading denotes forward flow deliveries based on each point of entry into the CVC; _ / _ denotes pools / pump plants utilized (for forward flow).

Kern County Water Agency
Cross Valley Canal - Tupman Turnout Water Balance
State Water Project Deliveries
Month of January 2012
Subject to Adjustment

March 8, 2012
10:29 AM

	Reach 1				Reach 2											Reach 3				Extension					
	Pool 1	Pool 2			Pool 3					Pool 4			Pool 5			Pool 6			Pool 7	Pool 8					
Date	CVC Losses SWP	N-2 Siphon SWP	CVC Losses SWP	RRB 1 Turnout SWP	Strand Siphons SWP	North Strand Turnout SWP	South Strand Turnout SWP	KWB P-11 Turnout SWP	CVC Losses SWP	Nord Siphons SWP	Section 4 Pump SWP	CVC Losses SWP	RTO 1 Turnout SWP	CVC Losses SWP	RRB 2 Turnout SWP	RTO 2 Turnout SWP	CVC Losses SWP	AEWSD T.O. SWP	KTWD Siphons SWP	Unlined Losses SWP	RTO 3 River SWP	Unlined Losses SWP	RTO 4 Turnout SWP	Calloway Turnout SWP	Cawelo PSA SWP	T/O Total SWP
1	0	0	0	50	0	32	10	0	0	0	13	1	0	0	104	20	0	0	0	14	0	12	80	0	0	336
2	1	0	0	50	0	32	10	0	1	0	13	0	0	1	65	20	0	0	0	15	0	13	81	0	0	302
3	0	0	0	50	0	32	12	0	0	0	13	0	0	0	65	20	1	0	0	14	0	12	80	0	0	299
4	0	0	1	50	0	32	11	0	0	0	13	0	0	0	64	20	0	0	0	15	0	13	80	0	0	299
5	0	0	0	50	0	14	4	0	0	0	9	0	0	1	53	0	0	0	0	14	0	12	81	0	0	238
6	1	0	0	52	0	0	0	0	0	0	0	0	0	0	46	0	0	27	0	15	0	13	80	0	0	234
7	0	0	0	49	0	0	0	0	0	0	0	1	0	0	41	0	0	21	0	14	0	12	80	0	0	218
8	1	0	0	50	0	0	0	0	0	0	0	0	0	1	39	0	0	0	0	15	0	13	80	0	0	199
9	0	0	0	50	0	0	0	0	1	0	0	0	0	0	57	0	0	0	0	14	0	12	83	0	0	217
10	0	0	0	22	0	0	0	0	0	0	0	0	0	0	87	0	1	0	0	15	0	13	81	0	0	219
11	0	0	1	0	0	0	0	0	0	0	0	0	0	0	108	0	0	0	0	14	0	12	81	0	0	216
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	125	0	0	0	0	15	0	13	82	0	0	235
13	1	0	0	0	0	0	0	0	1	0	0	1	0	1	18	0	0	0	0	14	0	12	65	0	0	113
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	57	0	15	0	13	59	0	0	144
15	1	0	1	0	0	0	0	0	0	0	0	0	0	0	30	0	1	101	0	14	0	12	56	0	0	216
16	0	0	0	0	0	0	0	0	0	0	0	0	0	1	30	0	0	104	0	15	0	13	57	0	0	220
17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	0	1	102	0	14	0	12	56	0	0	215
18	0	0	1	0	0	0	0	0	0	0	0	0	0	0	30	0	0	104	0	15	0	13	60	0	0	223
19	0	0	0	0	0	0	0	0	0	0	0	1	0	0	14	0	0	116	0	14	0	12	57	0	0	214
20	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	127	0	15	0	13	57	0	0	215
21	0	0	0	0	0	0	0	0	0	0	0	0	0	1	11	0	0	120	0	14	0	12	57	0	0	215
22	0	0	0	0	0	0	0	0	0	0	0	1	0	0	40	0	0	90	0	15	0	13	58	0	0	217
23	0	0	0	23	0	0	0	0	1	0	0	0	0	1	40	0	0	72	0	14	0	12	57	0	0	220
24	0	0	0	40	0	0	0	0	0	0	0	0	0	0	40	0	1	49	0	15	0	13	57	0	0	215
25	1	0	1	40	0	0	0	0	0	0	0	0	0	0	40	0	0	49	0	14	0	12	58	0	0	215
26	0	0	0	40	0	0	0	0	0	0	0	0	0	1	40	0	0	93	0	15	0	13	57	0	0	259
27	0	0	0	11	0	0	0	0	0	0	0	0	0	0	29	0	1	89	0	14	0	12	57	0	0	213
28	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	95	0	15	0	13	58	0	0	183
29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	127	0	14	0	12	56	0	0	210
30	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	135	0	15	0	12	56	0	0	219
31	1	0	1	0	0	0	0	0	0	0	0	1	0	1	0	0	1	143	0	14	0	12	56	0	0	230
CFS	8	0	7	627	0	142	47	0	6	0	61	7	0	9	1,246	80	9	1,821	0	449	0	386	2,063	0	0	6,968
AF	16	0	14	1,244	0	282	93	0	12	0	121	14	0	18	2,471	159	18	3,612	0	890	0	766	4,092	0	0	13,822

Total	16	0	14	1,244	0	282	93	0	12	0	121	14	0	18	2,471	159	18	3,612	0	890	0	766	4,092	0	0	13,822

NOTES:
[1] As part of an operational exchange, Kern Delta WD delivered San Bernardino Valley Municipal Water District SWP supplies to Arvin-Edison WSD at Rosedale Turnout No. 1 and 2 (total of 1,655 af) in exchange for Arvin-Edison WSD Friant-Kern supplies delivered to Kern Delta at the Arvin-Edison Intake Canal (1,655 af).
[2] As part of an operational exchange, Kern Delta WD delivered San Bernardino Valley Municipal Water District SWP supplies to Kern-Tulare WD at Rosedale Turnout No. 1 and 2 (total of 1,426 af) in exchange for Kern-Tulare WD Friant-Kern supplies delivered to Kern Delta at the Arvin-Edison Intake Canal (1,426 af).

	CVC Losses	N-2 Siphon	CVC Losses	RRB 1 Turnout	Strand Siphons	Strand Turnout	Strand Turnout	KWB P-11 Turnout	CVC Losses	Nord Siphons	Section 4 Pump	CVC Losses	RTO 1 Turnout	CVC Losses	RRB 2 Turnout	RTO 2 Turnout	CVC Losses	AEWSD T.O.	KTWD Siphons	Unlined Losses	RTO 3 River	Unlined Losses	RTO 4 Turnout	Calloway Turnout	Cawelo PSA	T/O Total
Berrenda Mesa WD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	159	0	0	0	0	0	0	0	0	0	159
Kern Delta WD	15	0	13	610	0	0	0	0	1	0	0	14	0	18	2,471	0	0	3,612	0	890	0	766	4,092	0	0	12,680
Rosedale Rio-Bravo WSD	1	0	1	634	0	282	93	0	1	0	121	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,133
Total	16	0	14	1,244	0	282	93	0	12	0	121	14	0	18	2,471	159	18	3,612	0	890	0	766	4,092	0	0	13,822

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
03/08/2012	04/09/2012

INVOICE NO. 25193

RECEIVED
MAR 12 2012
0055-1100
580B-4430

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

Cross Valley Canal
January 2012

Early implementation conveyance fees in the Cross Valley Canal for delivery of Kern Delta Water District deliveries of San Bernardino Valley MWD State Water Project supplies to Arvin-Edison WSD and River Turnout No. 4 as well as operational exchange deliveries to Rosedale Turnout No. 1 and 2; adjusted for lined losses.

Reach	SBVMWD SWP Volume AF	Total $/AF [1]	Conveyance Costs Total $
1	12,530	1.00	12,530.00
2	11,881	1.00	11,881.00
3	9,378	1.00	9,378.00
		Total Amount Due	33,789.00

TOTAL AMOUNT DUE $ 33,789.00

[1] Conveyance Fee $1.00 per Reach.

DR 40540

Requested By | Prepared By | Approved By | Approved By

☐ ORIGINAL ☐ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
05/01/2012	05/31/2012

INVOICE NO. 25328

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0053-1310
561B-4402

Cross Valley Canal
February 2012

Estimated power costs for deliveries of Kern Delta Water District San Bernardino Valley Municipal Water District SWP supplies delivered to River Turnout No. 4 and Arvin-Edison WSD; adjust for lined losses.

Canal Reach	Pumping Plant	SBVMWD SWP Volume AF	Rate $/AF	Pumping Costs $
1	1	6,496	2.25	14,616.00
1	2	6,478	2.25	14,575.50
2	3	6,458	2.25	14,530.50
2	4	6,438	2.25	14,485.50
2	5	6,414	2.25	14,431.50
3	6	6,386	2.25	14,368.50
Extension	7	1,273	2.25	2,864.25

TOTAL AMOUNT DUE **$89,871.75**

Requested By | Prepared By | Approved By | Approved By

☐ ORIGINAL ☑ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
05/01/2012	05/31/2012

INVOICE NO. 25331

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0055-1100
580B-4430

Cross Valley Canal
February 2012

Early implementation conveyance fees in the Cross Valley Canal for delivery of Kern Delta Water District deliveries of San Bernardino Valley MWD State Water Project supplies to Arvin-Edison WSD and River Turnout No. 4; adjusted for lined and unlined losses.

Reach	SBVMWD SWP Volume AF	Total $/AF [1]	Conveyance Costs Total $
1	6,536	1.00	6,536.00
2	6,478	1.00	6,478.00
3	6,414	1.00	6,414.00
		Total Amount Due	19,428.00

TOTAL AMOUNT DUE **$ 19,428.00**

[1] Conveyance Fee $1.00 per Reach.

Requested By | Prepared By | Approved By | Approved By

☐ ORIGINAL ☑ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
05/29/2012	06/28/2012

INVOICE NO. 25429

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0053-1310
561B-4402

Cross Valley Canal
March 2012

Estimated power costs for deliveries of Kern County Water District Member Units' groundwater via an operational exchange with Kern Delta Water District San Bernardino Valley Municipal Water District SWP supplies on the California Aqueduct, delivered to the Arvin-Edison WSD Turnout; adjust for lined losses.

Canal Reach	Pumping Plant	SBVMWD SWP Volume AF	Rate $/AF	Pumping Costs $
1	1	0	2.25	0.00
1	2	0	2.25	0.00
2	3	0	2.25	0.00
2	4	2,850	2.25	6,412.50
2	5	2,821	2.25	6,347.25
3	6	2,787	2.25	6,270.75
Extension	7	0	2.25	0.00

TOTAL AMOUNT DUE **$19,030.50**

Requested By | Prepared By | Approved By | Approved By

☐ ORIGINAL ☑ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

Directors:

Ted R. Page
Division 1

Terry Rogers
President
Division 2

Randell Parker
Division 3

Michael Radon
Division 4

Adrienne J. Mathews
Division 5

William W. Van Skike
Vice President
Division 6

Gene A. Lundquist
Division 7

James M. Beck
General Manager

Amelia T. Minaberrigarai
General Counsel

May 29, 2012

Mr. Mark Mulkay
Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

Re: Estimated power and conveyance invoices for March 2012; Cross Valley Canal Water Balance Summaries for March 2012

Dear Mr. Mulkay:

Enclosed are the above referenced documents for your records and remittance. If you have any questions or require further information, please call me at (661) 634-1491.

Sincerely,

Trent Taylor
Water Resources Planner
Kern County Water Agency

Enclosures

(661) 634-1400

Mailing Address
P.O. Box 58
Bakersfield, CA 93302-0058

Street Address
3200 Rio Mirada Dr.
Bakersfield, CA 93308

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
05/29/2012	06/28/2012

INVOICE NO. 25445

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

0055-1310
580B-4430

Cross Valley Canal
March 2012

Early implementation conveyance fees in the Cross Valley Canal for delivery of Kern Delta Water District deliveries of San Bernardino Valley MWD State Water Project supplies, delivered via an operational exchange with Kern County Water Agency Member Units' groundwater supplies, to the Arvin-Edison WSD Turnout; adjusted for lined.

Reach	SBVMWD SWP Volume AF	Total $/AF [1]	Conveyance Costs Total $
1		1.00	-
2	2,868	1.00	2,868.00
3	2,821	1.00	2,821.00
		Total Amount Due	5,689.00

TOTAL AMOUNT DUE **$ 5,689.00**

[1] Conveyance Fee $1.00 per Reach.

Requested By | Prepared By | Approved By | Approved By

☐ ORIGINAL ☑ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

Cross Valley Canal

March 2012 Deliveries - Gross AF

	Points of Entry				
	Tupman T/O Groundwater (AF)	Tupman T/O CVP (AF)	CVC / Friant-Kern Intertie KR (AF)	KCWA Arnco Reverse SWP Exch. (AF)	CVC Total (AF)
Deliveries by Turnout:					
Reverse - Calif. Aqueduct	7,085	-	-	-	7,085
Rosedale Rio Bravo Turnout No. 1	-	-	-	-	-
North Strand Ranch Turnout	-	-	-	-	-
South Strand Ranch Turnout	-	-	-	-	-
Kern Water Bank P-11 Turnout	-	-	-	-	-
Section 4 Turnout	-	-	-	-	-
River Turnout No. 1	-	-	-	-	-
Rosedale Rio Bravo Turnout No. 2	-	-	-	-	-
River Turnout No. 2	-	-	-	-	-
Arvin-Edison Turnout	3,027	-	-	-	3,027
CVC / FK Intertie	526	-	-	-	526
Lined Losses - Pools 1-6	275	-	-	-	275
River Turnout No. 3 to River	-	-	-	-	-
Unlined Losses - Pool 7	156	-	-	-	156
River Turnout No. 4 to River	-	-	-	-	-
Henry C. Garnett Treatment Plant	135	-	-	2,983	3,118
Unlined Losses - Pool 8	162	-	-	-	162
Total	11,366	-	-	2,983	14,349
Deliveries by Turnout/Participant:					
Reverse - Calif. Aqueduct					
Belridge WSD	791	-	-	-	791
Berrenda Mesa WD	1,096	-	-	-	1,096
Dudley Ridge WD	762	-	-	-	762
Lost Hills WD	985	-	-	-	985
Semitropic WSD	282	-	-	-	282
Westside Mutual WC	890	-	-	-	890
Wheeler Ridge Maricopa WSD	2,279	-	-	-	2,279
Arvin-Edison Turnout					
Kern Delta Water District	2,787	-	-	-	2,787
Kern Tulare WD / ID4 / AEWSD Exch.	240	-	-	-	240
CVC / FK Intertie					
Kern Tulare Water District	526	-	-	-	526
Lined Losses - Pools 1-6					
Belridge WSD	19	-	-	-	19
Berrenda Mesa WD	31	-	-	-	31
Dudley Ridge WD	7	-	-	-	7
Improvement District No. 4	18	-	-	-	18
Kern Delta Water District	81	-	-	-	81
Kern-Tulare Water District	35	-	-	-	35
Lost Hills WD	25	-	-	-	25
Semitropic WSD	3	-	-	-	3
Westside Mutual WC	9	-	-	-	9
Wheeler Ridge Maricopa WSD	47	-	-	-	47
Unlined Losses - Pools 7					
Improvement District No. 4	156	-	-	-	156
Henry C. Garnett Treatment Plant:					
Improvement District No. 4	135	-	-	2,983	3,118
Unlined Losses - Pools 8					
Improvement District No. 4	162	-	-	-	162
Total	11,366	-	-	2,983	14,349
Existing Participant Deliveries	*1,272*	-	-	*2,983*	*5,945*
New Participant Deliveries	10,094	-	-	-	8,404
	11,366	-	-	2,983	14,349

Shading denotes forward flow deliveries based on each point of entry into the CVC; _ / _ denotes pools / pump plants utilized (for forward flow).

Invoice

Rosedale-Rio Bravo Water Storage District

PO Box 20820
Bakersfield, CA 93390-0820

Phone # 661-589-6045
Fax # 661-589-1867

Date	Invoice #
4/13/2012	1018

Bill To

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307-6247

Terms
Net 30

Description	Amount
Pioneer Wheeling Charges - December 2011	17,090.00

DWR
40130
4/20/12

Please remit to above address.

Total $17,090.00

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
02/15/12	03/16/12

INVOICE NO. 25112

0102-1310	0
0075-1310	17,090
761B-4430	8,737
761B-4401	6,145
741A-4499	307
761B-4402	1,901
020A-4430	0

Rosedale-Rio Bravo WSD
PO Box 867
Bakersfield, CA 93302-0867

Pioneer Project
Estimated Billing
December 2011

December 2011:
SWP to Pioneer

Transportation via Section 4 Pump (RRB)	418 af	@	0.00 $/af	0
Transportation via Section 4 Pump (KCWA)	41 af	@	8.75 $/af	359
Transportation via Section 4 Pump (KT)	75 af	@	8.75 $/af	656
Transportation via Section 4 Pump (PG&E)	534 af	@	3.56 $/af	1,901
Transportation via RTO 1 (RRB):	796 af	@	0.00 $/af	0
Transportation via RTO 1 (Agency):	79 af	@	11.00 $/af	869
Transportation via RTO 1 (KT):	143 af	@	11.00 $/af	1,573
Transportation via RTO 2 (RRB):	292 af	@	0.00 $/af	0
Transportation via RTO 2 (Agency):	28 af	@	14.25 $/af	399
Transportation via RTO 2 (KT):	53 af	@	14.25 $/af	755
Transportation via River Channel	47 af	@	0.00 $/af	0
Transportation via 2800 Acres:	649 af	@	5.36 $/af	3,479
Transportation via Basins 1, 9 & 10:	695 af	@	0.93 $/af	646
O&M:	1,229 af	@	5.00 $/af	6,145
Facility Replacement:	1,229 af	@	0.25 $/af	307
Subtotal				$ 17,090

TOTAL AMOUNT DUE/(REFUNDED) **$17,090**

1,925 AF DELIVERED.

PASS THRU TO KDWD

Pd 3-13-12 ck# 7422

Requested By | Prepared By | Approved By | Approved By

☐ ORIGINAL ☐ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

Invoice

Rosedale-Rio Bravo Water
Storage District

PO Box 20820
Bakersfield, CA 93390-0820

Phone # 661-589-6045
FAX # 661-589-1867

Date	Invoice #
4/13/2012	1016

Bill To

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307-6247

Terms
Net 30

Description	Amount
Pioneer Wheeling Charges - November 2011	11,198.88

DWR
40/30
4/20/12

Please remit to above address.

Total $11,198.88

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
01/25/12	02/24/12

INVOICE NO. 25032

0102-1310	0
0075-1310	14,787
761B-4430	2,314
761B-4401	6,690
741A-4499	335
761B-4402	5,448
020A-4430	0

Rosedale-Rio Bravo WSD
PO Box 867
Bakersfield, CA 93302-0867

Pioneer Project
Estimated Billing
November 2011

November 2011:
SWP to Pioneer

Transportation via Section 4 Pump (RRB)	1,065 af	@	0.00 $/af	0
Transportation via Section 4 Pump (KCWA)	54 af	@	8.75 $/af	473
Transportation via Section 4 Pump (KT)	74 af	@	8.75 $/af	648
Transportation via Section 4 Pump (PG&E)	1,193 af	@	2.84 $/af	3,388
Transportation via RTO 1 (RRB):	252 af	@	0.00 $/af	0
Transportation via RTO 1 (Agency):	13 af	@	11.00 $/af	143
Transportation via RTO 1 (KT):	17 af	@	11.00 $/af	187
Transportation via River Channel	1 af	@	0.00 $/af	0
Transportation via 2800 Acres:	136 af	@	5.36 $/af	729
Transportation via Basins 1, 9 & 10:	145 af	@	0.93 $/af	135
O&M:	1,338 af	@	5.00 $/af	6,690
Facility Replacement:	1,338 af	@	0.25 $/af	335
Subtotal				$ 12,726

Additional Charges:

Transportation via Section 4 Pump (April 2011 - PG&E	1,392 af	@	1.48 $/af	$ 2,060

TOTAL AMOUNT DUE/(REFUNDED) **$14,787**

1,475 AF DELIVERED

AEWSD 12% = $1,527.12
~~KDWD 88% = $11,198.88~~

Pd 2/14/12
Ck# 7370

Requested By | Prepared By | Approved By | Approved By

☐ ORIGINAL ☐ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

Invoice

Rosedale-Rio Bravo Water
Storage District

PO Box 20820
Bakersfield, CA 93390-0820

Phone # 661-589-6045
Fax # 661-589-1867

Date	Invoice #
4/13/2012	1013

Bill To

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307-6247

Terms
Net 30

Description	Amount
Cross Valley Canal Pumping Costs - September 2011 Pumping Plant No. 1 - $1761.50 Pumping Plant No. 2 - $1761.50 Pumping Plant No. 3 - $747.50 Pumping Plant No. 4 - $747.50 Pumping Plant No. 5 - $1150.00	6,168.00

DWR

40540
4/20/12

Please remit to above address.

Total $6,168.00

ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT

CROSS VALLEY CANAL PUMPING COSTS

KERN DELTA WATER DISTRICT - SEPTEMBER 2011

Deliveries and Pumping Plant Usage			
Description	Volume (AF)	Rate ($/AF)	Pumping Cost ($)
Pumping Plant No. 1	542	3.25	1,761.50
Pumping Plant No. 2	542	3.25	1,761.50
Pumping Plant No. 3	230	3.25	747.50
Pumping Plant No. 4	230	3.25	747.50
Pumping Plant No. 5	230	5.00	1,150.00
		TOTAL >	**6,168.00**

Delivery Accounting	
Turnout	AF
Rosedale No. 1 (West)	312
Strand Ranch	0
Rosedale No. 2 (East)	230
CVC Losses	0
TOTAL >	**542**

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
12/12/2011	01/11/2012

INVOICE NO. 24801

Rosedale-Rio Bravo WSD
PO Box 20820
Bakersfield, CA 93390-0820

0053-1330(PWR)
561B-4402

Cross Valley Canal
September 2011

Estimated power costs for deliveries of Rosedale Rio-Bravo WSD SWP Table A supplies as well as Arvin-Edison WSD and Kern Delta WD use of RRBWSD capacity to convey Metropolitan WD SWP supplies to Rosedale Turnout No. 1 and 2; adjusted for lined losses.

Canal Reach	Pumping Plant	RRBWSD SWP Volume AF	AEWSD SWP Volume AF	KDWD SWP Total AF	Rate $/AF	Pumping Costs $
1	1	4,009	1,608	542	3.25	20,016.75
1	2	4,008	1,608	542	3.25	20,013.50
2	3	837	0	230	3.25	3,467.75
2	4	0	0	230	3.25	747.50
2	5	0	0	230	5.00	1,150.00
3	6	0	0	0	5.00	0.00
Extension	7	0	0	0	5.00	0.00

TOTAL AMOUNT DUE **$45,395.50**

Requested By	Prepared By	Approved By	Approved By

☑ ORIGINAL ☐ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

Invoice

Rosedale-Rio Bravo Water
Storage District

PO Box 20820
Bakersfield, CA 93390-0820

Phone # 661-589-6045
Fax # 661-589-1867

Date	Invoice #
4/13/2012	1014

Bill To

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307-6247

Terms
Net 30

Description	Amount
Cross Valley Canal Pumping Costs - November 2011 Pumping Plant No. 1 - $8258.25 Pumping Plant No. 2 - $8255.00 Pumping Plant No. 3 - $263.25 Pumping Plant No. 4 - $169.00 Pumping Plant No. 5 - $260.00	17,205.50

Due
40540
4/20/12

Please remit to above address.

Total $17,205.50

ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT

CROSS VALLEY CANAL PUMPING COSTS

KERN DELTA WATER DISTRICT - OCTOBER 2011

Deliveries and Pumping Plant Usage			
Description	Volume (AF)	Rate ($/AF)	Pumping Cost ($)
Pumping Plant No. 1	2,541	3.25	8,258.25
Pumping Plant No. 2	2,540	3.25	8,255.00
Pumping Plant No. 3	81	3.25	263.25
Pumping Plant No. 4	52	3.25	169.00
Pumping Plant No. 5	52	5.00	260.00
		TOTAL >	**17,205.50**

Delivery Accounting	
Turnout	AF
Rosedale No. 1 (West)	1,373
Strand Ranch	1,116
Rosedale No. 2 (East)	52
CVC Losses	0
TOTAL >	**2,541**

✓

AMOUNT OF WATER RECLASSIFIED AS KDWD.

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
01/06/2012	02/06/2012

INVOICE NO. 24922

Rosedale-Rio Bravo WSD
PO Box 20820
Bakersfield, CA 93390-0820

0053-1330(PWR)
561B-4402

Cross Valley Canal
October 2011

Estimated power costs for deliveries of Rosedale Rio-Bravo WSD SWP Table A supplies to Rosedale Turnout No. 1 and 2 as well as refill deliveries per the Refill/Dewatering Policy Guidelines; adjusted for lined losses.

Canal Reach	Pumping Plant	RRBWSD SWP Volume AF	Rate $/AF	Pumping Costs $
1	1	2,919	3.25	9,486.75
1	2	2,918	3.25	9,483.50
2	3	81	3.25	263.25
2	4	52	3.25	169.00
2	5	52	5.00	260.00
3	6	0	5.00	0.00
Extension	7	0	5.00	0.00
		TOTAL AMOUNT DUE		**$19,662.50**

Requested By	Prepared By	Approved By	Approved By
☑ ORIGINAL ☐ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL			

Invoice

Rosedale-Rio Bravo Water
Storage District

PO Box 20820
Bakersfield, CA 93390-0820

Phone # 661-589-6045
Fax # 661-589-1867

Date	Invoice #
4/13/2012	1015

Bill To

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307-6247

Terms
Net 30

Description	Amount
Cross Valley Canal Power Costs - November 2011	27,101.25

DWR
40540
4/20/12

Please remit to above address.

Total $27,101.25

ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT

CROSS VALLEY CANAL PUMPING COSTS

KERN DELTA WATER DISTRICT - NOVEMBER 2011

Deliveries and Pumping Plant Usage			
Description	Volume (AF)	Rate ($/AF)	Pumping Cost ($)
Pumping Plant No. 1	5,326	2.25	11,983.50
Pumping Plant No. 2	5,324	2.25	11,979.00
Pumping Plant No. 3	0	2.25	0.00
Pumping Plant No. 4	0	2.25	0.00
Pumping Plant No. 5	0	2.25	0.00
		SUB-TOTAL >	**23,962.50**

Delivery Accounting	
Turnout	AF
Rosedale No. 1 (West)	1,845
Strand Ranch	3,481
Rosedale No. 2 (East)	0
CVC Losses	0
TOTAL >	**5,326**

✓

Pumping Plant Usage[1]			
Description	Volume (AF)	Rate ($/AF)	Pumping Cost ($)
Pumping Plant No. 1	0	2.25	0.00
Pumping Plant No. 2	0	2.25	0.00
Pumping Plant No. 3	1,230	2.25	2,767.50
Pumping Plant No. 4	165	2.25	371.25
Pumping Plant No. 5	0	2.25	0.00
		SUB-TOTAL >	**3,138.75**

TOTAL > **27,101.25**

[1] CVC Power cost to move RRB water to Pioneer. KDWD agreed to move this water to Pioneer to free capacity in RRB spreading areas.

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
01/18/2012	02/17/2012

INVOICE NO. 25017

Rosedale-Rio Bravo WSD
PO Box 20820
Bakersfield, CA 93390-0820

0053-1330(PWR)
561B-4402

Cross Valley Canal
November 2011

Estimated power costs for deliveries of Rosedale Rio-Bravo WSD SWP Table A supplies to the Pioneer Project utilizing the Section 4 Turnout and River Turnout No. 1. Deliveries of Kern Delta WD at Rosedale Turnout No. 1 and 2 and the North and South Turnouts were made with Kern Delta WD MWD supplies; adjusted for lined losses.

Canal Reach	Pumping Plant	RRBWSD SWP Volume AF	KDWD SWP Volume AF	Rate $/AF	Pumping Costs $
1	1	1,318	5,326	2.25	14,949.00
1	2	1,318	5,324	2.25	14,944.50
2	3	1,318	0	2.25	2,965.50
2	4	252	0	2.25	567.00
2	5	0	0	2.25	0.00
3	6	0	0	2.25	0.00
Extension	7	0	0	2.25	0.00

TOTAL AMOUNT DUE **$33,426.00**

Requested By | Prepared By | Approved By | Approved By

☑ ORIGINAL ☐ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

Invoice

Rosedale-Rio Bravo Water Storage District

PO Box 20820
Bakersfield, CA 93390-0820

Phone # 661-589-6045
Fax # 661-589-1867

Date	Invoice #
4/13/2012	1017

Bill To

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307-6247

Terms
Net 30

Description	Amount
Cross Valley Canal Pumping Costs - December 2011	50,436.00

DWR
40540
4/20/12

Please remit to above address.

Total $50,436.00

ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT
CROSS VALLEY CANAL PUMPING COSTS
KERN DELTA WATER DISTRICT - DECEMBER 2011

Deliveries and Pumping Plant Usage			
Description	Volume (AF)	Rate ($/AF)	Pumping Cost ($)
Pumping Plant No. 1	5,873	2.25	13,214.25
Pumping Plant No. 2	5,872	2.25	13,212.00
Pumping Plant No. 3	4,056	2.25	9,126.00
Pumping Plant No. 4	354	2.25	796.50
Pumping Plant No. 5	353	2.25	794.25
		SUB-TOTAL >	**37,143.00**

Delivery Accounting	
Turnout	AF
Rosedale No. 1 (West)	2,761
Strand Ranch	2,759
Rosedale No. 2 (East)	353
CVC Losses	0
TOTAL >	**5,873**

Pumping Plant Usage[1]			
Description	Volume (AF)	Rate ($/AF)	Pumping Cost ($)
Pumping Plant No. 1	1,510	2.25	3,397.50
Pumping Plant No. 2	1,509	2.25	3,395.25
Pumping Plant No. 3	1,508	2.25	3,393.00
Pumping Plant No. 4	1,089	2.25	2,450.25
Pumping Plant No. 5	292	2.25	657.00
		SUB-TOTAL >	**13,293.00**

TOTAL > **50,436.00**

[1] CVC Power cost to move RRB water to Pioneer. KDWD agreed to move this water to Pioneer to free capacity in RRB spreading areas.

KERN COUNTY WATER AGENCY
P.O. BOX 58
BAKERSFIELD, CA 93302-0058
PHONE: 661/634-1400 FAX: 661/634-1428

INVOICE DATE	DUE DATE
02/13/2012	03/14/2012

INVOICE NO. 25082

Rosedale-Rio Bravo WSD
PO Box 20820
Bakersfield, CA 93390-0820

0053-1330(PWR)
561B-4402

Cross Valley Canal
December 2011

Estimated power costs for deliveries of Rosedale Rio-Bravo WSD SWP Table A supplies to the Pioneer Project utilizing the Section 4 Turnout and River Turnout No. 1. Deliveries of Kern Delta WD at Rosedale Turnout No. 1 and 2 and the North and South Turnouts were made with Kern Delta WD MWD and SBVMWD supplies; adjusted for lined losses.

Canal Reach	Pumping Plant	RRBWSD SWP Volume AF	KDWD MWD SWP Volume AF	KDWD SBVMWD SWP Volume AF	Rate $/AF	Pumping Costs $
1	1	1,510	3,940	1,933	2.25	16,611.75
1	2	1,509	3,939	1,933	2.25	16,607.25
2	3	1,508	3,937	119	2.25	12,519.00
2	4	1,089	236	118	2.25	3,246.75
2	5	292	236	117	2.25	1,451.25
3	6	0	0	0	2.25	0.00
Extension	7	0	0	0	2.25	0.00

TOTAL AMOUNT DUE **$50,436.00**

Requested By | Prepared By | Approved By | Approved By

☐ ORIGINAL ☑ REMITTANCE ☐ FILE ☐ ACCOUNTING ☐ NUMERICAL CONTROL

Invoice

Rosedale-Rio Bravo Water Storage District
PO Box 20820
Bakersfield, CA 93390-0820

Phone # 661-589-6045
Fax # 661-589-1867

Date	Invoice #
12/5/2011	1009

RECEIVED
DEC - 6 2011

Bill To

Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307-6247

Terms
Net 30

Description	Amount
CVC Pumping Costs August 2011 see attached statement	4,959.50

DWR
405 40

VENDOR	Ro400
INVOICE #	1009
P.O. #	DWR
DATE	12-5-11
AMOUNT	4959.50
ACCT. CODE	40540

12/14/11

Please remit to above address.

Total $4,959.50

WATER B.P.

ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT

CROSS VALLEY CANAL PUMPING COSTS

KERN DELTA WATER DISTRICT - AUGUST 2011

Deliveries and Pumping Plant Usage			
Description	Volume (AF)	Rate ($/AF)	Pumping Cost ($)
Pumping Plant No. 1	763	3.25	2,479.75
Pumping Plant No. 2	763	3.25	2,479.75
Pumping Plant No. 3	0	3.25	0.00
Pumping Plant No. 4	0	3.25	0.00
Pumping Plant No. 5	0	3.25	0.00
		TOTAL >	**4,959.50**

Delivery Accounting	
Turnout	AF
Rosedale No. 1 (West)	763
Strand Ranch	0
Rosedale No. 2 (East)	0
CVC Losses	0
TOTAL >	**763**

RECEIVED
DEC 19 2011

Invoice

Buena Vista Water Storage District
P.O. Box 756
Buttonwillow, CA 93206

Telephone: 661-324-1101

Invoice No.	2669
Customer No.	0780

Bill To	Ship To
Kern Delta Water District 501 Taft Highway Bakersfield, CA 93307 USA	Kern Delta Water District 501 Taft Highway Bakersfield, CA 93307 USA

Invoice Date	Order Date	SO Number	Ordered By	Customer PO Number	Payment Method
12/16/2011	12/1/2011				Net 30 Days

Warehouse	Ship Via	F.O.B.	Salesperson	Resale Number
MAIN				

Order Quantity	Ship Quantity	Tax	Item Number / Description	Unit Price	Extended Price
25,000.00	25,000.00	N	KDEX Kern Delta Exchange 2011 EXHANGE FEES PURSUANT TO MEMO OF UNDERSTANDING - THIS EXCHANGE IS IN ADDITION TO THE ANNUAL LONG-TERM WATER EXCHANGE AGREEMENT NO. 2 Exchange in place of cvc cost.	15.50	387,500.00

DWR
~~3110~~
30110

VENDOR Bo300
INVOICE # 2669
P.O. # DWR
DATE 12-16-11
AMOUNT 387,500.00
ACCT. CODE

1/9/12

MET

Print Date	12/16/11	**Total Paid**	0.00	**Subtotal**	387,500.00
Print Time	10:29:05 AM	**Balance Due**	387,500.00	**Freight**	0.00
Page No.	1	**Due Date**	01/15/12	**Invoice Total**	387,500.00

Printed By: Marinelle

1/4/12

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT
1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
Attention: General Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT GOVERNMENT AGENCY Per Government Code Sec. 6103

By_____
District Secretary, San Bernardino Valley Water Conservation District

AGREEMENT TO DEVELOP AND OPERATE ENHANCED RECHARGE FACILITIES

This Agreement to Develop and Operate Enhanced Recharge Facilities ("**Agreement**") is entered into and effective this 1st day of October, 2012 by and among the San Bernardino Valley Water Conservation District (the "**Conservation District**"), the San Bernardino Valley Municipal Water District ("**Valley District**") and Western Municipal Water District of Riverside County ("**Western**"). The Conservation District, Valley District and Western are each sometimes referred to as a "**Party**" and are collectively sometimes referred to as the "**Parties.**"

Recitals

A. General Purposes.

(1) The Parties each hold water rights to the waters of the Santa Ana River and each own and operate facilities that serve to divert and/or store the waters of the Santa Ana River. Furthermore, each Party possesses critical assets and unique skills that the other Parties do not possess.

SBVMWD LEGAL
DOCUMENT 2382

(2) The Parties wish to collaboratively use all of their respective assets and skills, including but not limited to water rights and facilities necessary or useful for the diversion and storage of water, to improve the reliability of local water supplies for their respective constituents by establishing a collaborative partnership to coordinate the use of their separate resources for mutual advantage.

(3) The Parties specifically wish to collaborate by increasing opportunities to recharge local surface water supplies, as well as State Project Water, in the San Bernardino Basin Area (the "**SBBA**"); by reducing the time and cost required to permit and construct essential public infrastructure (such as spreading basins); and by working together to achieve an efficient division of labor in the operation and maintenance of water infrastructure.

(4.) The Parties acknowledge that their water resource management activities in the Santa Ana River wash area proceed in concert with other uses of the lands in that area, including the mining of sand and gravel mineral deposits pursuant to existing leases, and habitat conservation and management, pursuant to a series of multi-agency cooperative initiatives involving local, state, and federal resource management and control agencies. The Parties' goal is to harmonize their water resource activities with these other uses, for the optimization of coordinated use by all.

(5) The Parties wish to memorialize their joint understandings by means of this Agreement.

B. Findings.

(1) The Parties agree that they must increase groundwater storage in the SBBA in order to meet current and future demands for water among their constituents.

(2) In the past, reasonable disagreements among the Parties have added unintentional and undesirable costs and complexity to the planning and permitting of important water resources projects in the region.

(3) The Parties believe that it is in their best interests, and the best interest of the public they serve, to cooperate in increasing the available water supply by establishing a new and more productive working relationship.

(4) In certain years, wet weather conditions and increased availability of State Project Water can create a limited opportunity to improve the reliability of local water supplies by increasing recharge and storage to groundwater. These favorable conditions are temporary and perishable. Therefore, time is of the essence. New inter-agency operating agreements should be established immediately in order to make the most of this and future opportunities because they occur on an irregular and unpredictable basis.

(5) Because of the limited and sporadic opportunities to augment local water supplies, the Parties intend for this Agreement to continue for a long period, thereby allowing the utilization of such limited water supplies.

Agreements

1. *Term.* The term of this Agreement shall commence on the Effective Date first written above and shall continue for a term of twenty five (25) years ("Initial Term") , unless terminated earlier as provided in this Agreement. This Agreement may be extended by written agreement among all parties for up to five additional, consecutive five year terms ("Extension Terms"), on the same terms and conditions stated herein, provided that prior to the expiration of the term then in effect, all parties agree in writing to the applicable extension, by action of their legislative bodies, to extend the Agreement for another term.

2. *Duties of the Conservation District.*

a. *Lease of Facilities for the Purpose of Groundwater Recharge to Valley District and Western.* The Conservation District hereby leases to Valley District and Western, for the term of this Agreement and on the terms specified herein, the surface of the lands shown on Exhibit 1 during the term of this Agreement ("**Leased Property**"). Exhibit 1A provides the legal description for the lands owned in fee by the Conservation District and Exhibit 1B provides the legal description of lands made available under existing easements under ownership by the Bureau of Land Management. Exhibit 1 is attached hereto and incorporated herein by reference. Valley District and Western shall have the right to enter upon and use the Leased Property, and any reasonably necessary subsurface areas incident thereto. Such entry and use shall be only for the purpose of recharging, storing or conveying water from any source (collectively "**recharging of water**" herein) into or through the percolation basins and other facilities owned or controlled by the Conservation District, whether existing as of the effective date of this Agreement, or as may be constructed pursuant to the terms of this Agreement, as such existing and contemplated future facilities are depicted in Exhibit 2, which is attached hereto and incorporated herein by reference). The Conservation District reserves all rights in and to the Leased Property not expressly conveyed as a part of this lease. Specific terms of this lease are as follows:

(1) Valley District and Western may construct, operate, maintain, repair, reconstruct and rehabilitate diversion facilities, recharge basins, pumps and other ancillary facilities or equipment located within the Leased Property as Valley District and Western may reasonably deem necessary for the recharging of water on the Leased Property,

recognizing that the Parties intend that the Conservation District shall be responsible for the operation and maintenance of such facilities.

(2) Included within this lease are all rights of reasonable ingress and egress as may be useful or necessary, in Valley District and/or Western's sole discretion, for the purpose of the recharging of water on the Leased Property, provided that such activities shall not interfere with: (i) any conservation easements that may now exist, or may be established consistent with the Conservation District's Upper Santa Ana River Wash Land Management and Habitat Conservation Plan, on said lands, or (ii) other easements existing as of the effective date of this Agreement.

(3) The designs for any such facilities or other tenant improvements must be approved, in advance by the Conservation District, which approval shall not be unreasonably withheld or delayed, and are subject to any limitations on the Conservation's District's holding of the Leased Property. The Conservation District shall cooperate reasonably with Valley District and Western to obtain local, state, or federal permits that may be required to construct or operate such facilities approved by the Conservation District.

(4) The Conservation District will utilize its best efforts under all existing and future lease agreements and easements with other individuals, organizations or entities operating on the Leased Property to harmonize the objective of Valley District and Western making full use of the facilities on the Leased Property for the recharge of water, consistent with the hydrological design limitations of these facilities, with any competing uses of the properties on which such facilities are or may be located.

(5) The Parties recognize that the Conservation District has negotiated lease agreements with mining companies that allow the Conservation District to engage in recharge of water that may periodically interfere with or prevent mining, without liability on the part of the Conservation District, which agreements are attached hereto as Exhibits 3 and 4. The Conservation District represents and warrants that these are the only current agreements that authorize mining on the Leased Property, and represents and warrants that the copies of these agreements attached as Exhibits 3 and 4 are true and correct copies of those agreements. Based on those representations, the Parties believe that they can collaboratively manage the recharge of water to avoid liability arising from any incompatibility between the recharging of water and any

activities otherwise authorized under the mining leases. Toward this end, the Parties agree as follows:

(a) During the winter season (from October 1 to March 31), the Parties will consult with each other on a regular basis to determine the quantity of water that may be recharged without interfering with mining operations.

(b) In the event that the recharging of water threatens to substantially limit or interfere with mining operations, the Parties shall immediately confer to determine how to maximize the recharge without unduly interfering with mining activity. Towards this end, the parties acknowledge that the Conservation District has the right, from time to time and as it deems necessary in the exercise of its reasonable discretion, to utilize all or any portion of the areas subject to the mining leases for its water recharge, conservation, spreading, and other operations, provided such activities are undertaken utilizing best efforts to avoid storing water so as to require temporary use of the mining lease areas. In connection with the exercise of their activities on the Leased Property hereunder, Valley District and Western shall assist the Conservation District to make every effort to minimize the time of any interruption of the mining lessees' activities on the Leased Property, to permit sufficient time for the Conservation District to observe all requirements for notice to mining lessees required under the applicable leases in the event of conflicts, and to harmonize their recharge of water with the then-current and anticipated immediate future excavation and other activities of the mining lessees, with the overall goal that the mining activity and the water conservation activity can harmoniously exist, without interruption to either.

(c) Any decisions about the proper scope, location, or amount of recharging of water after such consultation with appropriate agencies shall be made solely by the Conservation District in the exercise of its reasonable discretion, consistent with paragraph 4(d)(2) below, and consistent with the principle of ensuring that the optimum quantity of water possible is replenished within the San Bernardino Basin Area.

In the event the Conservation District determines, in the exercise of its reasonable discretion, that portions of the Leased Property cannot be made available to Valley District and Western, and such determination is made at a time when water supplies are otherwise

immediately available to Valley District and Western for recharge into facilities on the leased land:, Conservation District will not object, directly or indirectly, to efforts by Valley District and/or Western to deliver water supplies that cannot be spread on the Leased Property to other locations, *provided that* in determining where to deliver such water supplies, Valley District and Western act consistent with the priority of first delivering water for direct delivery or spreading within the SBBA, then delivering water for direct delivery or spreading within the boundaries of Valley District, then delivering water for direct delivery, spreading or storage within Western, and then delivering water for direct delivery, spreading or storage outside of Western.

In such event, the parties shall meet and confer in good faith, under the auspices of the Joint Operations Committee provided for in paragraph 4(b) below, regarding whether some proportional refund to Valley District, Western, or both of a portion the gross lease fee paid for the given year in which the Leased Premises were unavailable for the recharge of water may be appropriate, and if so, in what amount.

b. *Operation and Maintenance of Spreading Basins.* The Conservation District shall operate and maintain all new and existing facilities, located on the areas depicted in Exhibit 2 hereto, in good working condition, to ensure that the recharge of water continues efficiently, in accordance with a mutually-agreed schedule of regular maintenance and any supplemental agreements governing special or emergency maintenance responsibilities. The Conservation District shall set aside a portion of the gross lease fee provided for in Paragraph 3(a) below received from Valley and Western, in accordance with the Conservation District's Reserve Policy, to ensure sufficient funds are available to meet the agreed maintenance obligations.

c. *Ownership of New Facilities* Upon expiration or other proper termination of this Agreement, however, improvements made on land owned or controlled by the Conservation District shall become Conservation District property, to be used by the Conservation District for water management and the recharge of water.

d. *Groundwater Charge*. All parties producing water in the Conservation District's jurisdictional boundaries shall be subject to all then-applicable groundwater charges, and this Agreement shall not exempt nor excuse any party, including Valley District and Western, from the levy or payment thereof. Notwithstanding, the parties recognize that they do not intend that groundwater charges would be required to be paid on production of water pursuant to measures taken for the emergency alleviation of high groundwater conditions, or the implementation of

other basin management objectives as may be approved by the Basin Technical Advisory Commission ("**BTAC**") or other similar organization including all of the parties hereto that may perform a substantially similar role under any Conjunctive Use Plan that may be implemented for the SBBA. The Conservation District agrees to consider implementing reasonable measures to reduce or eliminate groundwater charges for groundwater production devoted to such agreed purposes, whether by exemption, or refund of charges otherwise paid, as may be consistent with applicable law.

3. *Duties of Valley District and Western.*

a. *Gross Lease Fee.* Valley District and Western shall together pay to the Conservation District a gross lease fee of $350,000/year for the right to the recharge of water through the existing percolation basins and other facilities owned by the Conservation District, and the right to construct and have operated additional recharge and conveyance facilities on the Leased Property. The parties acknowledge and affirm that the gross lease fee is a lease payment for access to and use of the Leased Property, only, and for partial offset to the costs of operation and maintenance of facilities thereon same by the Conservation District. The gross lease fee does not include, and is not intended to replace or offset, any charges for the acquisition, conveyance, storage, or production of water, that may otherwise apply by or among the parties, or third parties, whether now or in the future.

b. Valley District and Western, or either of them, shall pay the gross lease fee, in advance, by October 1st of each year, which sum may be apportioned by the Conservation District to its Groundwater Enterprise and other funds.

(1) Valley District and Western shall annually adjust the gross lease fee to account for inflation using the U.S. Bureau of Labor Statistics Consumer Price Index (CPI-U) for the Los Angeles District. The base year for such payments will be 2012.

(2) In the event that Valley District and/or Western construct new percolation basins or other facilities useful or necessary for the recharge of water, the Parties shall adjust the gross lease fee proportionally to reflect the additional operation and maintenance costs that will be incurred by the Conservation District in operating and maintaining those new facilities, as may be agreeable to the Parties.

c. *Permitting for New or Augmented Spreading Basins.* Valley District and Western shall be responsible for obtaining all federal, state and local permits (including conducting environmental review under the California Environmental Quality Act or the National Environmental Policy Act) that may be required to construct

additional facilities for the recharge of water supplied by Valley and Western. If, after 10 years, Valley and Western have been unable to obtain the necessary permits, either or both may terminate this lease agreement subject to the provisions of paragraph 9.c. below. Valley District and Western shall bear all costs associated with protecting, repairing or replacing the material infrastructure improvements (including pipelines, gates, valves, weirs, fencing, gauges, etc.) installed by Valley District and Western on lands owed by the Conservation District.

d. *Resource Management.*

(1) Valley District and Western shall coordinate their operations to harmonize with mineral resource extractions, to avoid any potential liability under mineral leases, or other uses authorized by the Conservation District on the Leased Property.

(2) Valley District and Western shall negotiate supplemental payments to the Conservation District where unusual and unforeseen circumstances necessitate extraordinary maintenance expenses that are in excess of the budget prepared and approved by the Joint Operations Committee.

(3) Valley District and Western shall cooperate with the Conservation District in developing a long-term resource management plan to govern multiple-use activities in Reach 5 of the Santa Ana River wash (i.e., the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan).

4. *Duties of All Parties*

a. *No Rights to Other Party(ies)' Water or Facilities.* Except as provided for in paragraph 2(c) above, the Conservation District will not assert any claim to own or control the new facilities constructed, or the additional water recharged by, Valley District and Western under the terms of this Agreement, provided that these activities occur in conformance with this Agreement. Valley District and Western will not assert any claim to own or control any water that is percolated in the new or existing recharge basins that is not supplied by Valley District or Western, nor make any attempt to acquire or control land or facilities owned by the Conservation District.. Valley District and Western acknowledge and represent to Conservation District that this Agreement provides for and constitutes "compatible use" of the Conservation District's property and facilities, as that term is utilized in California Code of Civil Procedure sections 1240.510 et seq., thereby eliminating any need for any exercise of eminent domain by any party to acquire any additional interest in the Leased Property from any other party.

b. *Establishment of Joint Operations Committee.* The Parties shall establish and participate in a Joint Operations Committee (the "**JOC**") to serve in an advisory capacity to the Conservation District, which shall assist the Conservation District to develop a schedule and budget for planned operation and maintenance activities relating to the recharge of water on the Leased Property, and perform other functions as otherwise specified herein, under such rules and procedures as it shall formulate and unanimously approve. The JOC shall meet at least twice a year to plan water recharge, review financial and water accounting matters implicated hereunder, and review performance.

c. *Joint Reporting.* The Parties shall jointly provide planning documents, monitoring reports, and other records that may be requested by authorized agencies to demonstrate compliance with federal, state or local laws and regulations. Specifically, the Parties shall continue to cooperate in the preparation and submission of annual reports to the California State Water Resources Control Board, which reports will follow the format used by the Parties in reporting the use of water for calendar year 2010. A copy of the report filed with the California State Water Resources Control Board is attached hereto as Exhibit 5 and incorporated herein by reference.

d. *Water Resources Management.*

(1) The Parties will continue to coordinate all recharge of water with one another to protect and enhance the safe yield in the SBBA. Specifically, the Parties will: (i) jointly develop the Regional Conjunctive Use Plan (or its equivalent) through the Basin Technical Advisory Committee, (ii) seek additional opportunities to increase safe yield in the SBBA by engaging in cooperative joint development of new water supply projects or conservation programs in the region, and (iii) cooperate with one another to document the water resource management benefits accrued by establishing and implementing this Agreement.

(2) The parties agree to dedicate and use the water made available pursuant to their respective water rights in and to the Santa Ana River to give priority to preserving the safe yield of the SBBA, as part of the reasonable and prudent management of their entire portfolio of water resources. All parties shall refrain from contesting any water rights claimed or held by one another at any time during the term of this Agreement, so long as such water rights are exercised in the manner consistent with this Agreement.

(3) The Parties will not export native water from the SBBA, or recharge water on behalf of agencies located outside the SBBA, except as

provided for by the 1969 *Western* Judgment and/or by the Regional Conjunctive Use Plan (or its equivalent).

5. *Amendments.* The Parties will negotiate amendments, including but not limited to areal expansion of the scope of activities, to this Agreement in good faith and not unreasonably withhold consent.

6. *Liberal Construction.* The Parties shall construe all terms and conditions in this Agreement in a manner which most favors increasing available water supplies by encouraging greater recharge of water in the area.

7. *Indemnification*

a. *Generally.* Each Party shall indemnify, defend and hold harmless the other Parties, their directors, officers, employees and agents from and against all damages, liabilities, claims, actions, demands, costs and expenses (including, but not limited to, costs of investigations, lawsuits and any other proceedings whether in law or in equity, settlement costs, attorneys' fees and costs), and penalties or violations of any kind, which arise out of, result from, or are related to a Party's performance of its obligations under this Agreement. In extending such indemnification, however, no party hereto waives any sovereign or governmental immunities, privileges, or rights that they may have or enjoy under any applicable law, including but not limited to California Government Code sections 810 et seq., and except as otherwise specifically provided for hereunder, and each party reserves all such immunities, privileges and rights , and any claims or other procedures applicable to same, that may presently exist or hereafter be created, to themselves, as against each of the other parties, and as against any third party.

b. *Indemnification Procedures.* Any Party that is an indemnified party (the "**Indemnified Party**") that has a claim for indemnification against the other Party (the "**Indemnifying Party**") under this Agreement, shall promptly notify the Indemnifying Party in writing, specifying the nature of the claim, the grounds upon which the Indemnified Party believes the Indemnifying Party is liable in whole or in part for the liability or other obligation asserted under the claim, and including any appropriate demand for defense or indemnification, or both. No delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation unless (and then solely to the extent) the Indemnifying Party is prejudiced. Further, the Indemnified Party shall promptly notify the Indemnifying Party of the existence of any claim, demand, or other matter to which the indemnification obligations apply, and shall give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with counsel of its own selection, *provided* that the Indemnified Party shall at all times also have the right to fully participate in the disputed matter at its own expense. If the Indemnifying Party refuses to provide the

indemnity, or within a reasonable time after written notice from the Indemnified Party, fails to defend a claim, demand or other matter to which the indemnification obligations apply, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim or other matter, on behalf, or for the account, and at the risk, of the Indemnifying Party. If the claim is one that cannot by its nature be defended solely by the Indemnifying Party, then the Indemnified Party shall make available all information and assistance to the Indemnifying Party that the Indemnifying Party may reasonably request. In the event of any dispute between the Indemnified party and the Indemnifying Party as to whether the claim is one to which the indemnification obligations apply, the matter shall be resolved in the manner of resolution of disputes, as provided in paragraph 9 hereunder. Except as specifically provided otherwise in Paragraph 9(b) (4) below with respect to tolling of limitations periods, the notice provided for hereunder shall be in addition to, and not in place of, any other notice that may be provided for or otherwise required under law.

8. *Force Majeure.* In addition to any other specific provisions of this Agreement, a Party hereto shall not be deemed to be in default under this Agreement where failure or delay in performance of any of such Party's obligations under this Agreement is caused by floods, earthquakes, winds, other Acts of God, power outages, equipment failure, acts of vandalism, fires or other casualties, wars, riots or similar hostilities, strikes and other labor difficulties beyond the Party's control, (including the Party's employment force), enactment of new or conflicting, laws or regulations, including any new listing of endangered species or designation of critical habitat for endangered species, court actions (such as restraining orders or injunctions), judicial actions such as issuance of restraining orders and injunctions, or other causes beyond such Party's control. If any one or more of such events occur, the term of this Agreement and the time for performance by any Party of any of its obligations hereunder shall be extended by the period of time that such one or more events prevented or delayed such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years. In the event that said period of time must be extended by more than five years, this Agreement shall automatically terminate.

9. *Administration of Agreement*

a. *Books and Records.* Each Party shall have access to and the right to examine any of the other Party's pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Agreement. Each Party shall retain all such books, documents, papers or other records to facilitate such review in accordance with that Party's record retention policy. Access to each Party's books and records shall be during normal business hours only.

Nothing in this paragraph shall be construed to operate as a waiver of any applicable privileges.

b. *Disputes.* The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:

(1) *Statement Describing Alleged Violation of Agreement.* A Party or Parties alleging a violation of this Agreement (the "**Initiating Party(ies)**") shall provide a written statement describing all facts that it believes constitute a violation of this Agreement to the Party(ies) alleged to have violated the terms of this Agreement (the "**Responding Party(ies)**").

(2) *Response to Statement of Alleged Violation.* The Responding Party(ies) shall have sixty days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty days of the date of the response to attempt to resolve the dispute amicably.

(3) *Mediation of Dispute.* If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a Director or Councilperson. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies).

(4) *Prior to Claims Under California Tort Claims Act.* The Parties agree that the procedure described in this paragraph represents an effort to resolve disputes without the need for a formal claim under the California Tort Claims Act or other applicable law. The period of time for the presentation of a claim by one Party against another shall be tolled for the period from the date on which the Initiating Party(ies) file a written statement until the date upon which the mediator renders a decision.

(5) *Reservation of Rights.* Nothing in this paragraph shall require a Party to comply with a decision of the mediator and, after the completion of the mediation process described above, each Party shall retain and may exercise at any time all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five calendar days' written notice of its intent to sue to all Parties.

c. *Termination of Agreement*

(1) *Failure to Obtain Permits.* The Parties recognize and acknowledge that the implementation of this Agreement may require one or more Parties to obtain permits or other regulatory approvals from one or more local, state or federal regulatory agencies, including but not limited to the Regional Water Quality Control Board, the California Department of Fish & Game and the U.S. Fish & Wildlife Service or the U.S. Army Corps of Engineers. Because of the significant regulatory uncertainties associated with obtaining these permits or regulatory approvals, the Parties agree that, if Valley District and Western have not received all regulatory permits or approvals required or useful for groundwater replenishment on the Leased Property within ten years from the effective date of this Agreement, Valley District and/or Western may terminate this Agreement at any time by providing the Conservation District with one-year's written notice of such termination. In the event that Valley District or Western, but not both wish to terminate this Agreement, the Party wishing to terminate this Agreement shall be allowed to terminate the Agreement as to itself and the remaining two Parties may continue the Agreement on such terms as they deem to be equitable.

(2) *Material Breach.* If one Party deems that another Party has materially breached one of the provisions of this Agreement, the Parties shall use the dispute resolution procedures set forth in paragraph 9. b. above in an effort to resolve the dispute amicably. If, the dispute resolution process described in paragraph 9. b. above is not successful in resolving the dispute, any Party may terminate this Agreement for material breach thereof, and may seek any remedy that it would otherwise be entitled to in a court of law.

d. *Recordation of Agreement.* All Parties agree that this Agreement constitutes a lease of certain lands by the Conservation District to Valley District and Western for the purpose of constructing, operating, maintaining, repairing and rehabilitating percolation basins and ancillary facilities on the Leased Property, and consequently, all Parties agree that this Agreement should be recorded in the

Official Records of the County of San Bernardino. Valley District shall, within ten days of the effective date of this Agreement, cause this agreement to be recorded in the Official Records of the County of San Bernardino and shall promptly provide the Conservation District and Western with recorded copies of this Agreement upon receipt of such copies from the County of San Bernardino.

10. *General Provisions.*

a. *Authority.* Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.

b. *Amendment.* This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.

c. *Jurisdiction and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

d. *Headings.* The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

e. *Construction and Interpretation.* This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

f. *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and, save as expressly provided in this Agreement, supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

g. *Partial Invalidity.* If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

h. *Successors and Assigns.* This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

i. *Waivers.* Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement and forbearance to enforce one or more of the rights or remedies provided in this Agreement shall not be deemed to be a waiver of that right or remedy.

j. *Attorneys' Fees and Costs.* The prevailing Party in any litigation or other action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements in addition to any other relief deemed appropriate by a court of competent jurisdiction.

k. *Necessary Actions.* Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

l. *Compliance with Law.* In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

m. *Third Party Beneficiaries.* This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

n. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

o. *Notices.* All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid

Table of Exhibits

Exhibit 1 Leased Property including Exhibit 1A and 1B

Exhibit 2 Existing and Future Facilities

Exhibit 3 CEMEX Lease

Exhibit 4 Robertson's Ready Mix Lease

Exhibit 5 2010 State Water Rights Filing

WESTERN MUNICIPAL WATER DISTRICT
"Western"

Donald D. Galleano
President
Board of Directors

Approved as to form only:

Jeff Ferre
Best, Best & Krieger

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
"Valley District"

C. Patrick Milligan
President
Board of Directors

Approved as to form only:

David R.E. Aladjem
Special District Counsel

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
"Conservation District"

Richard W. Corneille
President
Board of Directors

Approved as to form only:

David B. Cosgrove
General Counsel

State of California)
County of Riverside)

On Dec 19, 2012, before me, Teresa VAN Scyoc,
(insert name and title of the officer)
Notary Public, personally appeared Donald D. GALLEANO,
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 Teresa Van Scyoc (Seal)



State of California)
County of San Bernardino)

On Dec. 12, 2012, before me, M. Galvez, Notary Public,
(insert name and title of the officer)
Notary Public, personally appeared Richard W. Corneille and no one else,
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)

M. GALVEZ
COMM. # 1870870
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
MY COMM. EXP DEC. 6, 2013

State of California)
County of San Bernardino)

On Dec. 12, 2012, before me, L. Jaramillo, Notary Public
(insert name and title of the officer)
Notary Public, personally appeared C. Patrick Milligan,
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.

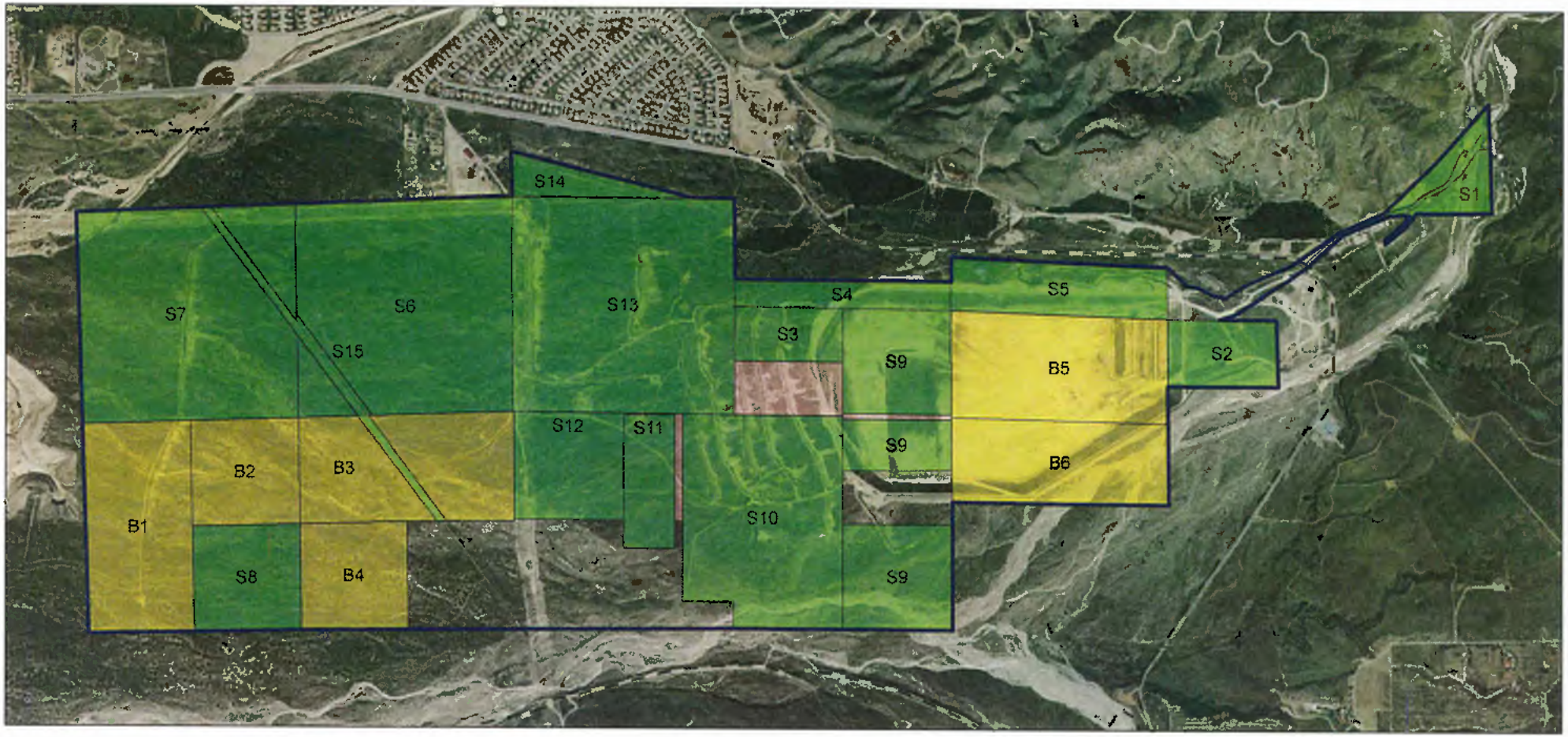
WITNESS my hand and official seal.

L. JARAMILLO
Commission # 1974864
Notary Public - California
San Bernardino County
My Comm. Expires May 10, 2016

Signature L. Jaramillo

(Seal)

EXHIBIT 1



- - - - Wash Plan Area Boundary
SAR Recharge Area (1485 Acres)
SBVWCD Lands (952 Acres)
BLM Property Access (513 Acres)
Other Ownership Limited Access

Exhibit 1

N
W E
S

0 950 1,900 3,800
Feet

C. Brudin
14 Sept 2012
M:\2011 Projects\Land Ownership District_Exhibit1_Edits.mxd

SBV WATER CONSERVATION DISTRICT
OUR NAME IS OUR MISSION

EXHIBIT 1A
LEGAL DESCRIPTION
SBVWCD LANDS

THOSE PORTIONS OF SECTIONS 4, 6, 7 AND 8, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN AND THOSE PORTIONS OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

PARCEL S1: (A.P. NO. 0297-041-07)
THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, SAID PORTION LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTHWESTERLY TO THE SOUTHWEST CORNER OF SAID SECTION 4.

PARCEL S2: (A.P. NO. 0297-061-01)
THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8.

PARCEL S3: (A.P. NO. 0297-051-06)
THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, COMPRISING 20 ACRES, MORE OR LESS.

PARCEL S4: (A.P. NO. 0297-051-05)
THE SOUTH 20 ACRES OF THE NORTH OF THE NORTHEAST QUARTER OF SAID SECTION 7.

PARCEL S5: (A.P. NO. 0297-061-03)
THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8, COMPRISING 40 ACRES, MORE OR LESS.

PARCEL S6: (A.P. NO. 0291-151-02)
THE NORTHEAST QUARTER OF SAID SECTION 12, EXCEPT RAILROAD RIGHT-OF-WAY AND EXCEPT STATION AT APLIN AND COMPRISING 157 ACRES, MORE OR LESS.

PARCEL S7: (A.P. NO. 0291-151-01)
THE NORTHWEST QUARTER OF SAID SECTION 12, EXCEPT RAILROAD RIGH-OF-WAY.

PARCEL S8: (A.P. NO. 0291-161-04)
THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12.

PARCEL S9: (A.P. NO. 0297-051-07, 0297-051-08, 0297-051-09, 0297-051-10, 0297-071-09, 0297-071-10, 0297-071-13, 0297-071-14, 0297-071-16, 0297-071-17)
LOTS 1 THROUGH 6 AND LOTS 9 THROUGH 12 OF VAN BUREN TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 8, PAGE 69 OF MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL S10: (A.P. NO. 0297-071-08)
THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 7, COMPRISING 80 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (Continued)

PARCEL S11: (A.P. NO. 0297-071-02, 0297-071-03, 0297-071-04)
LOTS 4 THROUGH 15 OF CHICAGO SUBDIVISION TO REDLANDS, AS SHOWN ON A MAP RECORDED IN BOOK 12, PAGE 52 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL S12: (A.P. NO. 0168-311-06)
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7.

PARCEL S13: (A.P. NO. 0297-051-01 AND 0297-051-02)
THE NORTHWEST QUARTER OF SAID SECTION 7.

PARCEL S14: (A.P. NO. 0297-011-07)
THAT PORTION OF THE SOUTHWEST QUARTER OF SAID SECTION 6, LYING SOUTH OF THE SOUTH LINE OF THE EXISTING METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA PIPELINE RIGHT OF WAY AS THE SAME NOW EXISTS. EXCEPT THAT PORTION THEREOF CONVEYED TO THE NORTHFORK WATER COMPANY BY DEED RECORDED MARCH 7, 1909 IN BOOK 388 OF DEEDS, PAGE 120, RECORDS OF SAID COUNTY.

PARCEL S15: (A.P. NO. 0291-151-05)
PARCEL 1 OF THAT CERTAIN DEED RECORDED JUNE 28, 1984 AS INSTRUMENT NO. 84-152554 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHT OF WAYS OF RECORD.

This legal description was prepared by me or under my direction.



By:_____
Edward J. Bonadiman, P.L.S.
Date: 09/17/2012 L. S. #:7529

EXHIBIT 1B
LEGAL DESCRIPTION
BLM PROPERTY ACCESS

THOSE PORTIONS OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN AND THOSE PORTIONS OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

PARCEL B1: (A.P. NO. 0297-161-05)
THE WEST HALF THE SOUTHWEST QUARTER OF SAID SECTION 12.

PARCEL B2: (A.P. NO. 0297-161-06)
THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12.

PARCEL B3: (A.P. NO. 0297-161-01)
THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 12.

PARCEL B4: (A.P. NO. 0297-161-03)
THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12.

PARCEL B5: (A.P. NO. 0297-061-02)
THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8.

PARCEL B6: (A.P. NO. 0297-061-02)
THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 8.

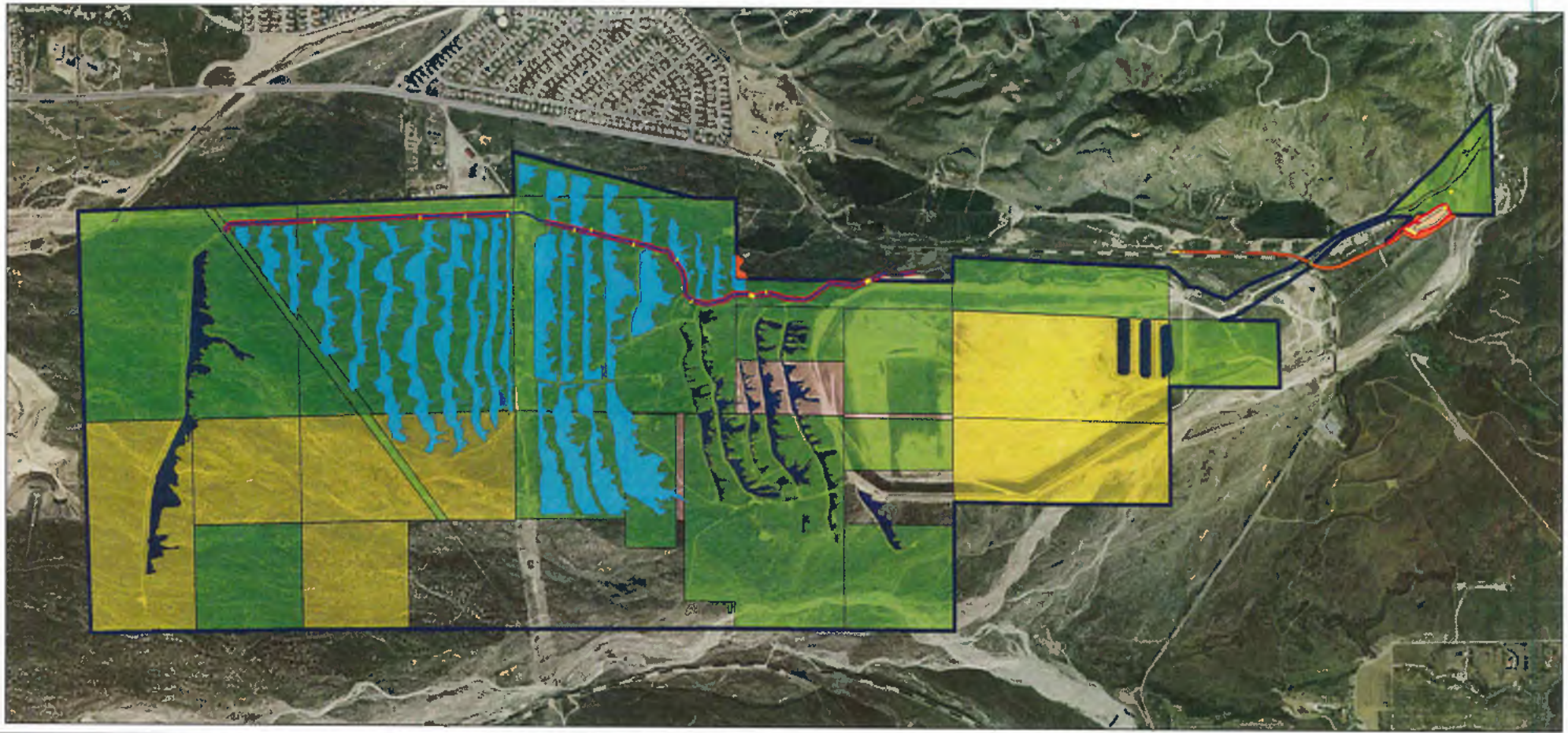
SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHT OF WAYS OF RECORD.

This legal description was prepared by me or under my direction.



By:_____
Edward J. Bonadiman, P.L.S.
Date: 09/17/2012 L. S. #:7529

EXHIBIT 2



Legend

- Wash Plan Area Boundary
- Structures
- Canal
- Access Road
- Existing Basins
- Sedimentation Basins
- Pipeline Easement
- Planned Improvements
- SAR Recharge Area (1485 Acres)
- SBVWCD Lands (952 Acres)
- BLM Property Access (513 Acres)
- Other Ownership Limited Access

Exhibit 2

N
W E
S

0 950 1,900 3,800

Feet

C. Brudin
14 Sept 2012
M:\2011 Projects\Land Ownership District_Exhibit1.mxd

SBV WATER CONSERVATION DISTRICT

OUR NAME IS OUR MISSION

Exhibit 3

Cemex Lease

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

San Bernardino Valley Water
Conservation District
1630 West Redlands Boulevard
Suite A
Redlands, CA 92373-8032

Attn: General Manager

FREE RECORDING REQUESTED
UNDER GOVERNMENT CODE
SECTION 6103

THIS SPACE FOR RECORDER'S USE ONLY

MINERAL LEASE FOR EXTRACTION OF SAND AND GRAVEL MATERIALS

THIS MINERAL LEASE FOR EXTRACTION OF SAND AND GRAVEL MATERIALS ("Lease") is entered into this 1 day of November, 2011, by and between SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT ("District") and CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC ("Lessee"). This Lease is entered into in consideration of all of the following:

A. District is a California Water Conservation District, duly formed and existing under California Water Code section 74000 et seq. District has the authority to enter into leases of property it owns pursuant to provisions of California Water Code section 74550, and other provisions of law. Lessee is a limited liability corporation, with its principal place of business located in El Dorado Hills, California. Lessee is the successor-in-interest to a prior lease agreement between the District and C. L. Pharris Sand & Gravel, Inc.

B. District's and Lessee's predecessor-in-interest, C. L. Pharris Sand & Gravel, Inc., entered into a "Lease Agreement" dated September 10, 1979. That Lease Agreement authorized various excavation and sale of sand, gravel, and related material from property owned by the District, on terms and conditions stated therein, and incorporating prior leases between the parties (collectively "Original Lease").

C. The Original Lease was amended variously between the parties over time, culminating on a "Lease Amendment" dated July 10, 1997. Under the "Lease Amendment," the term of the lease was defined as an initial term ending June 1, 2011, with nine (9) additional successive five (5) year options to renew. The Lease Amendment required renewal notices to be in writing, made no later than six (6) months prior to the expiration of the then-existing term. The parties followed these procedures through the first five (5)-year extension of the term.

D. A dispute then arose between Lessee and the District regarding Lessee's expressed intent to enter an additional five (5)-year term under the lease. District rejected Lessee's attempt to exercise an additional five (5)-year option as untimely, and considers the lease effectively terminated as of June 1, 2011. Lessee believes that the option for an additional five (5)-year period under the lease was properly exercised, and that the term of the original lease, as modified by the Lease Amendment, continues until June 1, 2016.

E. The parties have met and conferred pursuant to a "Tolling Agreement Re Lease Dispute," they entered into on or about June 1, 2011 and extended on August 31, 2011 to resolve their differences. Pursuant to such discussions, the parties have now determined to enter into a new lease, defining new terms, and replacing, superseding, and rendering of no further effect the Original Lease, the Lease Amendment, and all previous agreements between District and Lessee with respect to lease of the District's property.

NOW, THEREFORE, in consideration of all of the foregoing, the parties do hereby set forth the terms of their new and sole lease agreement as follows:

1.0 Definitions. As used herein, the following terms shall have the following defined meanings:

1.1. "DISTRICT" shall mean the San Bernardino Valley Water Conservation District.

1.2. "LESSEE" shall mean Cemex Construction Materials Pacific, LLC, and its successors and assigns.

1.3. "PREMISES" shall mean all those properties owned by DISTRICT, more specifically described in the legal description attached hereto as Exhibit "A" and as more specifically depicted in the plat map attached hereto as Exhibit "B," with the exception of the northeasterly one-quarter of Section 12, which shall not be included within the PREMISES.

1.4. "MATERIAL" shall mean sand, rock, gravel, and kindred substances, lying on or under the PREMISES, and suitable for commercial extraction, processing, and sale, and any saleable by-products from same.

1.5. "Ton" shall mean a measurement of 2,000 pounds of material aggregate, by weight.

1.6. "INDEX" shall mean the Bureau of Labor Statistics Producer Price Index for Mining (Except Oil and Gas): NAICS 212, or if such index is no longer published or kept, such similar index as may be agreed to by the parties.

1.7. "FAIR MARKET ROYALTY" shall mean the prevailing market royalty rate being paid for Material within the markets served or able to be served by Material from the Premises, and such markets as may be reasonably comparable thereto, as of a then-present data value.

1.8. "WASH PLAN" shall mean the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan, a comprehensive land use, property exchange, and mining and related permitting effort undertaken by District, Lessee, and a number of other public and private entities for realignment of prior leases for sand and gravel extraction, and for accommodation of water conservation and species habitat preservation.

1.9. "TRANSFER PREMISES" shall mean those properties which District and Lessee agree are appropriate for replacement of any portion of the Premises which may be exchanged to the federal government, Bureau of Land Management, or other entity, under the implementation and effectuation of the Wash Plan, or otherwise rendered unavailable for extraction, processing, and sale of Material. The parties contemplate that the Transfer Premises will consist of a portion of those properties already proposed to be exchanged from the Bureau of Land Management to the District under the Wash Plan, or otherwise transferred from the federal government to the District for the purposes of making such transferred areas available for mining. District and Lessee agree, however, that availability of, and the specific areas of the Transfer Premises cannot be determined precisely at this time, and that the exact areas, locations and parameters of the Transfer Premises will have to be determined in connection with the ultimate approvals that might be obtained through the Wash Plan.

1.10. "COMMENCEMENT DATE" shall be the date this Lease becomes effective, November 1, 2011.

1.11. "LEASE YEAR" shall mean the year following the commencement date in the first year of this Lease, and for every subsequent year, the period beginning each year on the anniversary of the Commencement Date, and continuing one (1) year thereafter.

1.12. "ORANGE STREET PLANT SITE" shall mean that area generally described in the legal description and depicted on the plat map collectively attached as Exhibit "D" hereto, consisting of approximately 100 acres, on which Lessee has, as of the Commencement Date, established and maintains a mining processing plant.

1.13. "REDLANDS AGGREGATES SITE" shall mean the area generally described in the legal description and depicted on the plat map collectively attached as Exhibit "E" hereto.

2.0 Lease of Premises and Rights Conferred.

2.1. Under this Lease, District hereby grants to Lessee the right to come onto the Premises, and to dig, excavate, transport, wash, process, crush, convey, stockpile, and sell all Material on the Premises, consistent with any applicable federal, state, or local regulations, and conditions of any permits that may be applicable thereto. This Lease includes the right to maintain all processing plants, structures, facilities, and equipment legally established by Lessee and existing on the Premises as of the Commencement Date, as are necessary or suitable for the defined purposes of the Lease. Lessee may also establish such other plants, buildings, paved roadways, structures, or other permanent improvements, or any silt ponds or places for the deposition of impermeable materials (collectively "Improvements") on the Premises, as may be necessary or appropriate for accomplishment of the purposes of the Lease, subject to the prior

written approval of the District as to the location, extent, specifications, and composition of such improvements. District's approval shall not be unreasonably withheld, conditioned or delayed. District's approval of Lessee's Improvements shall be directed to District's reserved water spreading and other reserved rights in, to, and for the Premises under this Lease, and the compliance and consistency of such Improvements with the terms and conditions of this Lease, and shall not be directed to the suitability of such Improvements for Lessee's purposes, nor the design, effectiveness, safety, nor engineering suitability of such Improvements, except insofar as District may, but is not required to, confirm that such Improvements as proposed meet otherwise applicable legal requirements and standards. Lessee shall not undertake any construction of such improvements without prior District review and approval of the plan for the location and other specifications for such improvements. District shall have a period of 45 days after submission of the complete construction plans and working drawings by Lessee of any proposed improvement construction to approve, conditionally approve, or disapprove such proposed improvements. Any disapproval by District shall be accompanied by written statement of the reasons therefor, including an explanation of what would be required for approval. Upon District's failure to approve, conditionally approve, or disapprove the Improvements construction within the 45 day period, the plans shall be deemed approved as submitted, so long as they are consistent with all other applicable legal requirements and standards. Lessee may relocate any Improvements located on the Premises, subject to District's approval, in the same manner as for Lessee's original establishment of Improvements. District may require Lessee to remove any Improvements placed on the Premises for which Lessee failed to provide the 45 day notice and opportunity for review and approval of District called for hereunder to the extent such Improvements violate applicable legal requirements, without any liability of District to Lessee. Such Improvements so constructed shall be the property of Lessee during the duration of the Lease, and shall be removed by Lessee upon the expiration or earlier termination of this Lease; provided, however, District may in writing elect to permit Lessee to leave any or all of the Improvements on the Premises after expiration of the Lease, in which case all such Improvements shall become the property of the District. Lessee shall assume all maintenance and insurance responsibilities for any Improvements constructed on the Premises. In addition, Lessee shall provide District no less than forty-five (45) days' notice before Lessee establishes any staging areas, processing areas, unpaved but graded and compacted haul routes, and equipment servicing areas which do not otherwise fit the definition of Improvements provided above, though such facilities shall not require District's prior approval before Lessee may be permitted to place them on the Premises. Further, Lessee shall provide to District no less than fifteen (15) days' notice before Lessee establishes any portable crushing or processing sites, which do not otherwise fit the definition of Improvements provided above, though such facilities shall likewise not require District's prior approval before Lessee may be permitted to place them on the Premises.

2.2. Premises Leased in "As Is" Condition. Lessee acknowledges that it is granted lease rights to the Premises, and the right to move Material therefrom, on an "as is" basis, and Lessee takes and operates the Premises without reliance on any representation by the District, or any of its officers, employees, agents, or representatives, or any other person, concerning the extent or quality of the Material on the Premises, its fitness for Lessee's intended use, or any particular purpose or use, its income producing history, potential, or capabilities, its value, or any other promise, representation, or inducement not expressly set forth in writing in

this Lease. District represents and warrants that it has not caused nor is aware of any environmental conditions relating to the Premises.

2.3. No Warranty. Lessee acknowledges that neither the District, nor any of its officers, employees, agents, or representatives, has made any written or oral representation, promise, or warranty, express or implied, arising out of or in connection with the Material on the Premises, or the transfer of Premises, if any, its fitness for Lessee's intended use, or any purpose or use, its income producing history, potential or capabilities, its value, the likely success or outcome of the Wash Plan, or any other matter not expressly set forth in writing in this Lease. Lessee acknowledges it has inspected, and occupied, the Premises prior to the execution of this Lease. Lessee acknowledges it takes and accepts the Premises in the condition in which the Material on the Premises (or lack thereof) exists as of the Commencement Date this Lease. Lessee assumes that any and all change in the condition of the rock on the Premises either before the Commencement Date or during the term of this Lease.

3.0 Lease Term.

3.1. Original Term. This lease shall begin on the Commencement Date, and shall continue in full force and effect for a period of four (4) years thereafter.

3.2. Options to Renew and Right of First Refusal. So long as Lessee shall not be in material breach of this Lease, Lessee shall have one (1) additional, successive six -year option to renew ("Option to Renew"). The renewal shall be on the terms of this Lease, or such additional or revised terms as the parties may then agree to.

3.3. Procedure for Exercise of Options.

(a) Initial Option. In the event Lessee elects to exercise the Option to Renew, Lessee shall provide written notice to District in writing. Such Option to Renew shall be made no later than one hundred eighty (180) days prior to the expiration of the Original Term of this Lease, to the person and in the manner set forth herein for the provision of Notices in Section 14.1 below.

(b) Exclusive Negotiation Period. In the event Lessee fails to exercise the six (6) year option provided for above, this Lease shall terminate as of the expiration of the initial four-year term. In the event Lessee does exercise the six (6) year option, Lessee shall have an Exclusive Negotiation Period with the District to meet and confer with District regarding the terms and conditions of a renewal or replacement lease for the Premises. Such Exclusive Negotiation Period shall run concurrently with the final ninety (90) days of the six (6) year option period so exercised by Lessee. The Exclusive Negotiation Period shall arise only upon the expiration of the exercised six (6) year option term; there shall be no Exclusive Negotiation Period upon the termination of the Lease, for whatever reason, or in the event of a Lessee default. During the Exclusive Negotiation Period, District shall not make any effort to sell, lease, offer, market, or solicit proposals with or from any party for the excavation, processing, or sale of Material from the Premises, except Lessee. Neither District nor Lessee shall be

obligated to enter into any type of an agreement during or as a result of the Exclusive Negotiation Period, but the parties shall meet and confer in good faith to discuss and explore the possibility of entering into such an agreement, should the parties determine that doing so would be in their mutual benefit.

(c) Right of First Refusal. In the event the Exclusive Negotiation Period occurs, and fails to result in an agreement between District and Lessee, and only in such event, Lessee shall have a Right of First Refusal upon any offer District may make to any other party for the right to excavate, process, or sell Material from all or any part of the Premises. Such Right of First Refusal shall entitle Lessee to priority acceptance of any such offer District may make to any other party, on the identical terms, conditions, requirements, and stipulations as the District makes, and is willing to accept, from any other party. The Right of First Refusal shall begin on the expiration of the Exclusive Negotiation Period, and shall continue for a period of three (3) years thereafter. District shall, prior to making or soliciting any offer for the right to excavate, process, or sell Material from the Premises advise the party or parties with whom it is dealing of the Lessee's Right of First Refusal. District shall require any offer it receives from any party to excavate, process, or sell Material from all or a portion of the Premises, and which it is prepared to accept and is authorized by its legislative body to accept, to be reduced to writing, and shall within thirty (30) days of any such offer, provide a written copy to Lessee, to the person and in the manner provided for in Section 14.1, Notices, below. Lessee shall have thirty (30) days thereafter to accept or reject the offer. In the event Lessee accepts the offer, District and Lessee shall enter into an agreement, on the identical terms as proposed to District and conveyed to Lessee. In the event Lessee rejects the offer, the Right of First Refusal shall thereupon terminate, and be of no further force and effect.

4.0 Royalty and Rental Payments.

4.1. Orange Street Plant Site Rent. Lessee shall pay to District, throughout the entire term of this Lease and any holdover period, the sum of Four Thousand Dollars ($4,000.00) per month for the lease of the Orange Street Plant Site ("Orange Street Plant Site Rent"). Such rent shall be in addition to, and shall not be credited against, any royalty amounts due, including guaranteed annual minimum royalty, which may be otherwise due and owing under this Lease.

4.2. Royalty. In addition to the plant site rent, Lessee shall pay a royalty to District, for every ton of Material removed from the Premises, as measured by State certified truck scales and recorded by a standardized, nationally recognized ticketing system whose mechanics and accuracy are disclosed and available to, and verifiable by, District. Lessee shall keep true, complete, and accurate records of all Material excavated on and removed from the Premises, and an accounting of all Material excavated and removed from the Redlands Aggregates Site. . Lessee shall report such figures, under penalty of perjury, to District on a monthly basis, in a form as District may reasonably specify and require. The parties shall track, calculate, and collect the royalty due on the excavated Material based on the amount of tonnage of Material sold or otherwise removed from the Premises and the Redlands Aggregates Site.

Any differences between the amount of Material excavated and the amount of Material sold or otherwise removed from the Premises shall be reconciled by way of a biannual audit. On or before ninety (90) days following the execution of this Agreement by both parties, District and Lessee shall jointly select and retain a party to perform a baseline aerial topographic survey of the Premises and the Redlands Aggregates Site. The parties shall share equally in the expense of the baseline aerial topographic survey, and once it is generated and delivered, the parties shall meet and confer to work out any issues or disagreements they may have regarding it, and both shall indicate in writing their approval of same, once any issues with the baseline survey that may arise are resolved. Once approved by both parties, the baseline aerial topographic survey shall serve as the beginning survey for later aerial topographic surveys to be performed under this Lease, for volumetric calculations of material excavated, inventoried, deposited into silt ponds, and removed from the premises by deduction. The volumetric results will be used to assess, compare, and reconcile the truck scale weight measurements. Based upon the results of the area topographic survey, Lessee and District shall reconcile the amounts paid on the tonnage sold or otherwise removed from the Premises and the Redlands Aggregates Site, and make any necessary adjustments to account for differences in the royalties due for Material from the Premises, and that from the Redlands Aggregates Site, and reconcile any amounts due or any credit for any amounts that may be overpaid during the immediately preceding twenty-four (24) month period. In the event the parties are unable to come to an agreement on such reconciliation, the matter shall be submitted to binding arbitration, as provided for herein.

4.3. Royalty Rate. For the first twelve (12) month period following the Commencement Date, the royalty rate shall be set at Fifty-Five Cents ($0.55) per ton. As of the first anniversary of the Commencement Date, the royalty rate shall be the Fair Market Royalty. On or before ninety (90) days prior to the first anniversary of the Commencement Date, the parties shall meet and confer, in an attempt to come to an agreement on the Fair Market Royalty. The parties shall provide, one to the other, any and all market analyses, appraisals, or other valuation Materials or opinions upon which their proposed Fair Market Royalty is based. If no agreement is reached within thirty (30) days of the parties' exchange of such information, the matter shall be submitted to binding arbitration, as provided for herein. The arbitrator shall select either one or the other of the parties' original Fair Market Royalty proposals, and the Fair Market Royalty rate so selected shall be the royalty rate paid by Lessee to the District for the remainder of the term, subject to any Index adjustment. The arbitrator shall not have the authority or discretion to compromise between the two parties' proposals, nor to come to an independent determination of the Fair Market Royalty rate. In the arbitration, no party may rely on, or submit to the arbitrator, any Material which was not originally exchanged pursuant to the exchange of Fair Market Royalty proposals ninety (90) days before the Commencement Date. The arbitrator shall only select one of the parties' Fair Market Royalty rates, which he or she determines most accurately determines the appropriate Fair Market Royalty.

4.4. Index Adjustment. All royalty rates shall be adjusted annually, on each anniversary of the Commencement Date, by any change in the Index, using 2012 as the base year. In no event, however, shall such change in any one year amount to a change in the applicable royalty rate more than fifty percent (50%), higher or lower, than the immediately preceding Fair Market Royalty rate. Such fifty percent limitation shall operate only to serve as the cap or floor for the year in which the change in the Index results in a change in the royalty rate of 50% or more, and not to change prospectively the Index calculation for succeeding years.

4.5. Guaranteed Annual Royalty; Orange Street Plant Site Material as Recovery of Credits.

(a) Guaranteed Annual Royalty Payments. Notwithstanding the level of excavation or sale of Material from the Premises, Lessee shall pay to District a guaranteed annual royalty, in addition to the Orange Street Plant Site rent. Such guaranteed annual royalty shall be in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) for the first year of the Lease, and shall increase by an additional One Hundred Thousand Dollars ($100,000.00) on each anniversary of the Commencement Date thereafter; provided, however, such guaranteed annual royalty shall not exceed $550,000.00 annually. Such guaranteed annual royalty shall be paid in equal monthly installments, and shall be submitted along with all reporting by Lessee of its excavation and sales activities on the Premises and the Redlands Aggregate Site, comparing the amounts of guaranteed annual royalty paid, against the actual amount of Material excavated, and the actual amount of Material sold or otherwise removed from the Premises. The guaranteed annual royalty amount shall be paid by Lessee to the District; provided, however, to the extent District has Annual Royalty Credits in excess of Three Million Four Hundred Thousand Dollars ($3,400,000.00) ("Royalty Credits Cap"), Lessee's obligation to pay Guaranteed Annual Royalty Payments shall be suspended until such time as the Annual Royalty Credits are reduced below the Royalty Credits Cap., All per-ton royalty rates applicable to Material excavated by Lessee in excess of the guaranteed annual royalty rate shall be paid at the then-prevailing royalty rate, in addition to guaranteed annual royalty.

(b) Guaranteed Annual Royalty Credits. To the extent the per-ton royalty rate paid by Lessee in any given Lease Year is less than the amount of guaranteed annual royalty, Lessee shall be credited for the difference against any per-ton royalties otherwise due in any succeeding Lease Years above the guaranteed annual royalty due in such Lease Year, until all such credits have been offset against per-ton royalties in excess of applicable guaranteed annual rental. In no event shall such credit ever diminish or decrease the amount of guaranteed annual royalty due.

(c) Orange Street Plant Site Holdover to Retire Guaranteed Annual Royalty Credits. Except in the event of a Lessee default under Section 10.1 below, should this Lease expire or otherwise terminate prior to the time Lessee's guaranteed annual royalty credits have been retired, Lessee shall have the right, but not the obligation, to hold over and continue to occupy the Orange Street Plant site only, to remove any Improvements or other equipment or operations thereon, and to excavate and sell Material from such site. Such holdover right shall begin on the date the Lease expires or is terminated for any reason, including Lessee's exercise of its right of termination under Section 10.3 below. No guaranteed annual royalty or other royalty amounts shall be paid to District on the Material excavated and sold by Lessee from the Orange Street Plant Site during the holdover period, and such amounts of such per-ton royalties as would otherwise be applicable to the Material, as adjusted by the Index through and

including the holdover period, shall be applied to reduce the credits for guaranteed annual royalty payments made in excess of royalties paid on a per-ton basis. Lessee shall pay the Orange Street Plant site rent for all time that Lessee occupies the Orange Street Plant site during such holdover period, and such Orange Street Plant Site rental shall be adjusted by the Index, using the Effective Date as the base period and the beginning of the holdover period as the adjustment date for application of the Index adjustment. Thereafter, on each anniversary date of the beginning of the holdover period, the Orange Street Plant Site rent shall be adjusted again, per the Index. Such Orange Street Plant Site rent shall not be offset against or reduced to retire any guaranteed annual royalty credits. Lessee's right to hold over on the Orange Street Plant site shall continue only until the per-ton royalty amounts applicable to such Material excavated and sold by Lessee from the Orange Street Plant Site during the holdover period are equal to the sum total of guaranteed annual royalty credits for Lessee's payments of guaranteed annual royalty in excess of per-ton royalty, which accrued prior to the holdover period, but in no event longer than five (5) years from the time of the Lease's expiration or earlier termination. Any guaranteed annual royalty credits not retired within the applicable holdover period shall be lost, and forfeited without any further liability from District to Lessee.

4.6. Late Payments. Any payment due hereunder shall be made within thirty (30) days of the expiration of the month during which the excavations occurred, or the sales or other transfers occurred. Late payments shall incur a one and one-half percent per month late charge, which charge shall be added to, and considered to be additional, rent.

5.0 Permits.

5.1. Wash Plan Processing. As of the Commencement Date the parties are cooperating as part of the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan Task Force ("Task Force") to process and secure approval of the Wash Plan. Under the agreement forming the Task Force, each of the participants was assigned a certain percentage of allocation for the overall costs of the Wash Plan. Beginning on the Commencement Date, and continuing until the Wash Plan gets final approval, or either parties' participation in the Task Force agreement shall have been finally terminated, either as provided in paragraph 23 of that agreement, or upon dissolution of the Task Force pursuant to paragraph 22 of the Task Force agreement, Lessee shall advance to District one-half of District's share of the Wash Plan processing and consultant costs, under the allocation as defined in the Task Force agreement. All such advanced costs shall be credited against any guaranteed annual royalty otherwise owing from Lessee to District, and to the extent such advanced costs exceed the amount of guaranteed annual royalty, shall be credited against future years' guaranteed annual royalty, until the entire amount of such advanced costs has been retired.

5.2. Lessee's Obligation to Secure Permits. Notwithstanding the parties' mutual efforts to effectuate the Wash Plan, it is and shall be the Lessee's sole responsibility to secure any and all land entitlements, SMARA permits or approvals, conditional use permits, or any and all discretionary permits required for Lessee to operate and maintain its operations on the Premises for the excavation, processing, removal, and sale of Material therefrom, including

any reclamation plans, or requirements, from all applicable federal, state and local jurisdictions (collectively "permits" herein). In the event the Wash Plan fails to result in the grant of such permits, Lessee shall diligently and continuously take all other actions necessary to obtain all permits required to accomplish the Material excavation purposes set forth herein, and shall obtain such permits at Lessee's sole cost and expense. Lessee shall submit to District, no less than forty five (45) days prior to submission of any permit application, or forty five (45) days prior to accepting any conditions that may be imposed on any such permit, all information, studies, applications, and other information relative to the permit or the proposed terms and conditions proposed to be imposed on same, for District's prior, written approval. District's review shall be limited to such permit applications, and / or permit conditions that the District determines, in the exercise of its reasonable discretion, could impair its ability to perform its water storage, conservation or spreading activities, or District's other reserved rights and uses in the Premises under this Lease, and / or impact the Premises beyond the term of this Lease. District shall not unreasonably disapprove the permit nor the conditions thereto. Lessee shall not finalize the permit, nor take any action in furtherance of conducting activities pursuant to any permit, until the District has approved the permit and any conditions thereto. In the event District fails to approve or disapprove any permit submitted to it by Lessee, provided that all proposed conditions have been documented and forwarded to District, within forty five (45) days from District's receipt of same from Lessee, the permit and conditions thereto shall be deemed approved by the District.

5.3. District Cooperation With Permits. District agrees that within the bounds of its reasonable discretion as reserved in Section 5.2 above, it will reasonably cooperate with Lessee and Lessee's efforts to obtain applicable permits and land use entitlements to allow Lessee to fulfill the purposes of this Lease, including, but not limited to, execution of petitions, applications or authorizations for applications. No consent given under this Lease by the District shall affect or limit Lessee's obligations under this Lease, nor shall any approvals or consents given by the District, in its capacity as the owner of the Premises, be deemed to be approval as to compliance or conformance of any application or any permit with applicable governmental codes, laws, orders, rules, or regulations.

5.4. Habitat Mitigation Dedications. District and Lessee acknowledge that effectuation of the Wash Plan, or potentially other permits should the Wash Plan not come fruition, may require the dedication by District of various areas, within or without the Premises, for endangered or threatened species habitat preservation or management. Notwithstanding this, however, District and Lessee agree to cooperate reasonably in an effort to effectuate the Wash Plan, as consistently as possible with the identified mitigation areas from the Final Environmental Impact Report for the Wash Plan certified by the District in 2008. The parties acknowledge the need to meet and confer, between themselves and other members of the Task Force, regarding the proper identification of any such required mitigation areas, the degree of reserved water conservation activity the District may require as a result of any encumbrance of District property for such purposes, and the nature and cost of habitat management strategies appropriate for such areas, none of whose specifics is presently known at this time. District and Lessee agree to cooperate reasonably on such subjects, in an attempt to effectuate the purposes of the Wash Plan and the purposes of this Lease.

5.5. Lessee Indemnification re Permit Challenges. Except at to such permits as may be obtained by the parties pursuant to the Wash Plan, Lessee shall indemnify, defend and hold the District harmless from any action, judicial or otherwise, contesting the validity of any permit granted to Lessee by the District or any other permitting jurisdiction, and Lessee shall promptly pay any judgment or award against the District in any such action, and shall take all other measures necessary to diligently defend and resolve any challenge to the validity of any such permit.

5.6. Transfer of Permits. Upon the expiration or earlier termination of this Lease, all transferable permits applicable to the Premises shall immediately transfer to the District, and Lessee shall take all actions required to complete such transfer, and otherwise cooperate fully with the District in accomplishing everything required to complete such transfer.

6.0 Use and Operation of Premises.

6.1. Safeguards. Lessee shall, at all times during this Lease, maintain proper and adequate safeguards on the Premises to assure its orderly use, and to prevent intrusion from trespassers, playing children and vandals.

6.2. No Waste or Nuisance. Lessee shall not maintain, commit or permit the maintenance of or commission of any waste or any nuisance (as defined in California Civil Code section 3479) within the premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose.

6.3. Hazardous Materials Lessee shall not cause, permit or suffer the release or dumping of any Hazardous Materials on the Premises at any time. As used in this Lease, the term "Hazardous Materials" shall mean:

(a) Hazardous wastes, hazardous materials, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to, substances deemed as "hazardous wastes," "hazardous materials," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.*; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. § 2601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 9601, *et seq.*; the Clean Water Act ("CWA"), 33 U.S.C. § 1251, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300, *et seq.*; the Clean Air Act ("CAA"), 42 U.S.C. § 7401, *et seq.*; the Hazardous Waste Control Law, California Health & Safety Code § 2025, *et seq.* and Health & Safety Code § 33349; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health & Safety Code Div. 20, Ch. 6.8; the Hazardous Materials Release Response Plans and Inventory Act, California Health & Safety Code Div. 20, Ch. 6.95; the Underground Storage of Hazardous Substances Act, California Health & Safety Code Div. 20, Ch. 6.7; the Porter-Cologne Act, California Water

Code § 13050, *et seq.*; and in any permits, licenses, approvals, plans, rules, regulations, or ordinances adopted, or other criteria and guidelines promulgated pursuant to, the preceding laws (collectively, the "Environmental Laws"); and

(b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law now in effect, including but not limited to petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, asbestos, lead in water, paint or elsewhere, radon, polychlorinated biphenyls (PCBs), and ureaformaldehyde.

Lessee shall defend, indemnify, and hold District harmless for any release of any Hazardous Materials on the Premises caused by or arising from Lessee's possession of the Premises, or any of its activities undertaken thereunder except cause by the negligence or willful misconduct of District or any breach of District's warranties. Such indemnification shall include promptly paying any and all costs for site characterization, remediation, and any and all judgments for damages to persons or property, including any penalties, regulatory fines, or any other liabilities which may arise out of the Hazardous Materials released.

6.4. Maintenance and Perimeter Controls. Lessee shall, to the satisfaction of the District, keep and maintain the Premises and all improvements of any kind thereon in a state of good repair, clean, safe, and in compliance with all regulatory standards, laws, ordinances, statutes, and regulations applicable thereto, and any licenses or permits in connection therewith. Lessee shall maintain, and repair, fencing around the exterior boundaries of any active excavation on the Premises, so as to prevent purposeful or accidental intrusion by unauthorized persons or parties; provided, however, Lessee shall not be responsible or liable for maintenance, repair, or fencing around any portion of the Premises devoted to District's water spreading facilities on which no active excavation occurs. District shall be given keys, combinations, or other means of access through any such gates that may be connected or maintained pursuant to this requirement. Lessee and District shall each indemnify the other for any claims, liabilities, losses, or damages to persons or property caused by the indemnifying party's negligence or willful misconduct regarding such perimeter controls.

6.5. Mining Controls. In addition to complying with the conditions of any mining permit or other governmental approval relating to its mining activities, Lessee shall conduct its mining activities on the Premises subject to the following conditions and limitations:

(a) Timing. Lessee will notify the District in writing regarding which specific areas of the Lease Property will be mined, and at what times. Such notice shall be for the purpose of permitting the District to utilize portions of the Premises which are not actively being mined by Lessee, for water spreading activities or other activities which do not unreasonably inhibit or interfere with Lessee's proposed mining activity, which right is specifically granted to and reserved by the District. District and Lessee agree to reasonably coordinate their respective activities to minimize any interference with both groundwater recharge activities and mining activities.

(b) Mining Within Acceptable Distance to Groundwater.

(i) For all mining areas, Lessee shall establish, at its own cost, groundwater monitoring wells, at such times, and in such locations and numbers, as may be reasonably required by District to determine groundwater levels in the vicinity of active mining areas. Such wells shall be established in numbers and at locations sufficient to provide information regarding groundwater levels throughout the full extent of Lessee's active mining operations. District shall at all times have access to such wells, and may utilize such wells at any time to monitor or characterize groundwater levels; provided, however, District shall promptly replace or repair any damage caused by the District to the monitoring wells. Lessee does not warrant or confirm the accuracy of the monitoring wells and the District assumes all risk in utilizing the information obtained from the monitoring wells. District shall operate and maintain such wells, provided that Lessee shall not conduct any operations on the Premises which could damage or destroy such monitoring wells. Lessee shall promptly repair or replace any wells damaged by Lessee's mining or other activities, at Lessee's cost.

(ii) In the event groundwater levels in or around Lessee's mining operations rise to a point that is within twenty feet (20') of any active excavation, all such operations shall thereupon immediately be halted by Lessee, until such time as the groundwater table level drops to a point more than twenty feet (20') below the level of any active mining operations. Lessee shall be released from any payment obligations which accrue during any period in which Lessee is required to halt excavation activities under this subsection (ii). In addition, Lessee's Guaranteed Annual Royalty shall be reduced proportionally based on the number of days Lessee is required to cease excavation activities.

(iii) In the event of any unplanned cessation of mining activity by Lessee because of groundwater levels, District shall use its best efforts to redirect surface water recharge to areas which will not exacerbate high groundwater conditions in areas of active mining operations, and shall continue to do so until 1) the high groundwater conditions have abated, and mining activities can resume within the necessary twenty foot (20') separation between mining activities and groundwater levels in the affected area of active mining operations, or 2) it appears that District's operations are not affecting groundwater levels in the affected area of active mining operations, or 3) District has no reasonable alternative to spreading water in or around the areas of active mining operations.

(c) Depths. The Premises shall be mined in phased depths, as follows:

(i) In the initial phase, all of the Premises may be mined to a maximum depth of seventy-five feet (75').

(ii) In the second phase, all of the Premises may be mined to an additional depth of twenty-five feet (25'), provided:

(a) No more than fifteen percent (15%) of reserves are available to Lessee in the Premises above the Phase I depth limit of seventy-five feet (75') (excluding any reserves that are located at the Orange Street Plant Site which), lands are being utilized for processing, shipping, and storage of Materials; and

(b) Groundwater monitoring well information indicates such additional twenty-five foot depth can be achieved without posing an unreasonable risk of contamination, evaporation, or other risk, to groundwater.

(iii) The third phase will permit mining of the Lease Property to an additional depth of twenty feet (20'), provided:

(a) No more than fifteen percent (15%) of reserves are available to Lessee in the Premises above the Phase II depth limit of one hundred feet (100') (excluding any reserves that are located at the Orange Street Plant Site), which lands are being utilized for processing, shipping, and storage of Materials; and

(b) Groundwater monitoring wells indicate such additional depth can be achieved without posing an unreasonable risk of contamination, evaporation, or other risk, to groundwater.

(d) Side Slopes. For all portions of the Premises which are located in Section 12, mining shall be conducted in such manner that the ultimate side slope excavations and pit bottoms are never at any time steeper than 3:1 as measured from permitted setbacks. For those portions of the Premises located in Section 9, 10, and 11, side slopes shall be no steeper than 2:1 except existing slopes mined prior to the Effective Date left a finished slope steeper than 2:1, and the parties agree that Lessee has no obligation to correct those slopes. The ultimate side slopes, except at the Northwest corner of the Redlands Aggregate North parcel (south ½ of the northeast ¼ of Section 11, T1S, R3w, SBBM), and except where such side slopes were already in their final configuration as of the Effective Date of the July 10, 1997 Lease Amendment, shall be maintained in their natural condition, not reconstructed or recompacted.

6.6. Silt Deposits. District agrees that Lessee may deposit silt or impermeable fines within the Premises, only as follows:

(a) Alabama Pit No. 2 may be filled to its full capacity.

(b) The existing silt located along the north edge of the Johnson South Parcel and the existing silt pond on the Johnson North Parcel (consisting of the 80 acre parcel located in the South one-half of the Northwest one-quarter of

Section 11, T1S, R3W, SBBM), as shown and delineated in Exhibit "C" hereto, may remain, and effective on the Effective Date District waives any demand or claim for removal of silts deposited in such area by Lessee. District's waiver is of District's right, if any, to demand removal of such silts under its contractual rights as Lessor, and District makes no further representation or warranty regarding Lessee's ability to maintain any silts already deposited or whether such deposits comply with any applicable laws, statutes, regulations, or permit conditions of any kind. In addition, Lessee may use the Johnson North Parcel (but no portion of the Johnson South Parcel) for future deposit of silts or impermeable fines. Lessee shall not conduct any mining activity on the Premises north of the existing Johnson North parcel silt pond, except as may ultimately be allowed under the Wash Plan. The existing silt pond on the Johnson North Parcel (consisting of the 80 acre parcel located in the South one-half of the Northwest one-quarter of Section 11, T1S, R3W, SBBM), may remain. In addition, Lessee may use this area for future deposit of silts or impermeable fines. Lessee shall not conduct any mining activity on the Premises north of the existing Johnson North parcel silt pond.

(c) For both the Alabama Pit No. 2 and the Johnson North Parcel silt ponds, Lessee shall reclaim the areas by grading the top level of such silts or impermeable Materials according to the reasonable specifications of District, and by backfilling with non-silt, pervious earth Material of at least ten feet (10') of depth, and construct shallow water percolation basins and dikes thereon above the ten feet of pervious Material, all to the reasonable specifications of the District, so as to make the reclaimed land usable for spreading water in shallow surface ponds. Lessee shall not be responsible for payment of royalty for any Material excavated exclusively for such purposes.

(d) All pit bottoms shall be scarified to a depth of two feet (2'), as part of Lessee's reclamation activities, prior to quitting any mining site.

6.7. Lessee Production of Water. In addition to the groundwater monitoring wells provided for in Section 6.5 (2) (i), Lessee may sink such groundwater wells, or otherwise produce water from the Premises, as may be reasonably required in the quarrying, processing, and transportation of Material excavated and sold or removed from the Premises. Any wells established by Lessee on the Premises shall be considered improvements, and shall be subject to the requirements of Section 2.1 above. Lessee shall, in addition to any and all other payments due under this Lease, pay any groundwater charges associated with production of groundwater from the Premises, at then-applicable rates, and shall pay any and all other permitting or other charges required to establish and operate such wells. In connection with such wells, Lessee shall, upon reasonable request by the District, provide such information regarding groundwater levels, or water quality, produced from such wells, as Lessee otherwise does or is required to produce as a well operator, at no additional charge to District

7.0 District's Reservations.

7.1. District's Reservation for Water Conservation Activities. District reserves the right, from time to time and as it deems necessary in the exercise of its reasonable discretion, to utilize all or any portion of the Premises for its water recharge, conservation, spreading, and other operations. In connection with the exercise of this reserved right, the Conservation District shall make every effort to harmonize its water conservation activities with the then-current and anticipated immediate future excavation and other activities of Lessee, with the goal that the mining activity and the water conservation activity can harmoniously exist, without interruption to either. In the exercise of these reserved conservation rights, District shall do all of the following:

(a) Provide Lessee no less than forty-eight (48) hours' notice of its need to utilize portions of any active excavation areas, or areas of active haul road or other transport of excavated Material to and from areas of excavation and the plant site or stockpiling sites utilized in connection with the same.

(b) District shall not take all then-permitted portions of the Premises, which at that time Lessee is or could actively mine, out of production.

(c) Except in circumstances of sudden threatening precipitation, threat of immediate flooding from dam releases or other causes, or other immediate danger to persons or property, District shall meet and confer with Lessee to determine the appropriate areas for the exercise of the District's reserved water spreading rights as they impact active areas of excavation or other Lessee activities, to harmonize the need for areas of spreading with the needs of portions of the Premises for the activities permitted or authorized by this lease.

7.2. No Liability. Notwithstanding the procedural restrictions above, District shall have no liability to Lessee for any interruptions to excavations, or any other activities Lessee may undertake on the Lease, from the exercise of its reserved water spreading rights except as otherwise provided herein.

7.3. Inspection and Monitoring. District shall have the right, at all times during the pendency of this Lease, and at its own expense, to have an inspector remain on the Premises, including any plant site, scales, or sales areas, to observe, monitor, and inspect all aspects of Lessee's operations, and to confirm the validity and accuracy of Lessee's record keeping with respect to excavation and sale and removal of Material, and Lessee's compliance with all other aspects of the Lease. Such inspector shall be required to have all reasonable safety clearances or certifications required to access such areas of the Premises as District desires to monitor, as may be required under federal, state, or local statute, ordinance, or regulation. In addition, the inspector shall comply with Lessee's reasonable operating procedures and regulations, and shall undertake its monitoring activities in such a way as not to unduly disrupt, delay, or interfere with Lessee's operations.

7.4. Periodic Inspections. Whether or not District exercises its right to have an inspector on the Premises, District may, at any time during the pendency of this Lease, and upon no less than twenty four (24) hours' notice, come on to the Premises to assure compliance with permit conditions, conditions of the Lease, or the proper counting of tonnages excavated or sold.

7.5. Confidentiality of Information. All information received by the District pursuant to any inspector it maintains on the Premises, or any of its periodic inspections, shall be used solely for the purpose of assuring compliance with the terms of the Lease, and shall be considered confidential to Lessee, and kept confidential by District to the full extent permitted by the law. In connection with the receipt of such information, both District and Lessee specifically intend that the information is considered to be protected under Government Code section 6254(e), and shall not constitute a public record.

7.6. Audit. District may, no more frequently than once every two (2) years, and at its own expense require a full audit of Lessee's books, records, receipts, accounts, and any or all other information pertinent to the payment of plant site rent, royalties, or guaranteed annual royalty hereunder, including tonnages of Material excavated, sold, or otherwise transferred from the Premises the Redlands Aggregates Site, or both. Lessee shall reasonably and promptly cooperate with any and all requests made by District in connection with such audit, and any and all information received by the District in connection with such audit shall be considered confidential, as provided in the immediately preceding Section. To the extent the audit reveals any discrepancies between the amounts of plant site rent, royalty, or guaranteed annual royalties due, or any claimed offsets for Wash Plan processing costs or other items that may be agreed to between the parties as a legitimate offset to any amounts otherwise owing under the Lease, the party from whom either payment or refund is owing shall promptly pay the amount indicated by the audit. In the event of any disagreement as to the accuracy or results of the audit, the matter shall be submitted to binding arbitration, as provided for herein.

8.0 Binding Arbitration. In the event of any dispute arising under this Lease, including but not limited to disputes with respect to tonnages of Material excavated or sold or otherwise removed from the site, amounts of plant site rent, per-ton royalty, or guaranteed annual royalty, advanced costs for Wash Plan processing, or other amounts claimed due from one party to the other under this Lease, the determination of Fair Market Royalty, or any other controversy or dispute arising under this Lease, the matter shall be submitted to binding arbitration. To the extent not otherwise provided herein, any party wishing to submit any disagreement or alleged breach or noncompliance with any of the covenants or other provisions of this Lease shall first make demand upon the other party, in writing, specifying the issue, the amounts claimed due if known, and the steps it requires of the other party to resolve the dispute. Following such written notice, the parties shall, unless a different time period is specifically provided for otherwise herein, meet and confer in an attempt to resolve the dispute for a period of fourteen (14) days thereafter. In the event parties are unable to come to resolution, either party may demand that the matter may be submitted to binding arbitration. If such a demand is made, both parties shall, within five (5) business days of the receipt of the written demand to submit to arbitration, submit to the other a list of three (3) proposed arbitrators. Following exchange of such lists, the parties shall attempt to mutually select a single arbitrator to arbitrate the dispute. In the event the parties are unable to do so, each of the parties shall strike two arbitrators from the list of the other party, and the two remaining listed arbitrators shall thereupon decide upon a third arbitrator, who shall be someone other than the three originally listed by either party. Arbitrations regarding Fair Market Royalty shall proceed as provided for in Section 4.3 above. Arbitrations on all other subjects shall proceed according to such rules as the parties may reasonably agree to, and in the absence of their ability to agree, upon such rules as may be imposed by the single selected arbitrator. The decision of the arbitrator shall be final and binding, with each party waiving any

right to jury or other judicial determination of the dispute, except that the award may be corrected, or vacated, as provided by Code of Civil Procedure sections 1280 et seq. Notwithstanding Code of Civil Procedure section 1286.4 and 1286.8, the award may also be vacated or corrected if it is clearly contrary to law. Each party shall initially bear its own costs and fees in connection with the prosecution and hearing of the arbitration, and shall pay one-half (1/2) of the costs of the arbitrator. The advanced share of the arbitrator's costs and expenses, and attorneys' fees, expert witness fees, and the fees of any audit shall be considered as recoverable costs of the arbitration, and the reasonable costs thereof shall be recoverable by the prevailing party, in addition to any other relief that might be awarded.

9.0 Insurance. Lessee shall maintain, and keep in effect, all of the following policies of insurance at all times it occupies the Premises:

9.1. Workers' Compensation Insurance. By signature hereunder, Lessee certifies that Lessee is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Lessee will comply with such provisions before commencing the performance or the work of this Agreement.

9.2. Workers' Compensation and Employer's Liability Insurance. Lessee, its agents, and its sub-contractors shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through subcontractors in carrying out the work contemplated under this Agreement, all in accordance with the Workers' Compensation and Insurance Act, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Lessee shall provide employer's liability insurance in the amount of, at least, $1,000,000 per accident for bodily injury and disease.

9.3. Liability Insurance. Lessee shall provide and maintain at all times during the performance of this Agreement, the following commercial general liability insurance:

(a) Coverage. Coverage shall be at least as broad as the following:

(1) Commercial General Liability. Commercial General Liability coverage (Occurrence Form CG 0001) in the amount of two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

(2) Required Provisions. All policies specified hereunder shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for nonpayment of premium) prior written notice by U.S. mail has been given to the District.

(3) Required Format. All of the liability insurance shall be provided on policy forms satisfactory to the District. All insurance

correspondence, notations, certificates, or other documents from the insurance carrier or agent/broker shall each separately reference the District project number.

(4) Deductibles and Self-Insured Retention. Any deductible or self-insurance retention must be declared to and approved by the District. At the option of the District, the insurer shall reduce or eliminate such deductibles or self-insured retention.

(5) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-:VII or equivalent or as otherwise approved by the District.

(6) Evidences and Cancellation of Insurance. Prior to execution of this Agreement, Lessee shall file with the District evidence of insurance satisfactory to the District. The insurer will give by U.S. mail written notice to the District at least thirty (30) days prior to the effective date of any cancellation, except for nonpayment of premium for which ten (10) days prior written notice will be given. Lessee shall, upon demand of the District, deliver to the District all such policy or policies of insurance and the receipts for payment of premiums thereon.

9.4. Subcontractors. In the event that Lessee employs other contractors as part of the services covered by this Agreement, it shall be the Lessee's responsibility to confirm that each subcontractor meets the minimum insurance requirements specified above.

10.0 Default or Termination.

10.1. Default by Lessee. Each and every covenant and agreement contained in this Lease is declared to be a condition to the Lease, and to the rights hereby granted to Lessee. Lessee shall be considered to have materially breached this Lease, giving the District the remedies set forth in Section 10.2 below, in the event that any one or more of the following occur:

(a) Lessee fails or refused to pay to the District any royalties or other rentals due hereunder when due, and such royalty or rent remains unpaid for thirty (30) days after written notice by the District to Lessee; or

(b) Lessee defaults in the performance of or breaches any covenant, condition, or provision contained in this requirement other than set forth in Section 10.1 (a) hereinabove, and such default or breach is not cured within thirty (30) days after written notice thereof is served by the District on Lessee, or if such cure is physically impossible to cure within thirty (30) days, Lessee has begun and diligently prosecuted such cure.

(c) Lessee becomes insolvent. For the purposes of this Lease, Lessee shall be conclusively presumed to have become insolvent if (i) a receiver is appointed to take possession of all or substantially all of Lessee's property

because of insolvency; or (ii) Lessee makes a general assignment for the benefit of creditors; or (iii) Lessee allows any judgment against Lessee to remain unsatisfied or unbonded for a period of thirty (30) days or longer; or (iv) an attachment or execution is levied upon or against any or all of Lessee's right, title, or interests in or under this Lease, and the same shall not have been released within thirty (30) days from the date thereof; or (v) proceedings or receivership in bankruptcy have been instituted against Lessee; or (vi) Lessee is adjudicated bankrupt.

(d) Any disagreement between the parties as to whether a default has occurred shall be decided by binding arbitration, as provided for herein.

10.2. Remedies on Lessee's Default. Should Lessee breach this Lease, the District may, in addition to any other remedy given the District by law or in equity:

(a) Continue this Lease in effect by not terminating Lessee's right to possession of the Premises, in which event District shall be entitled to enforce all of the District's rights and remedies under this Lease, including the right to recover the royalties and other rental payments specified herein, as such royalties and payments become due under this Lease; or

(b) Terminate this Lease and Lessee's right to possession of the Premises;

(c) In the event Lessee becomes insolvent, the District may, by giving thirty (30) days' written notice to Lessee or to the person appointed to manage Lessee's affairs at the address for such person appearing in the official records of the court that appointed such person, terminate this Lease and forfeit Lessee's rights under the Premises and in any Improvements or facilities on or appurtenant to the Premises.

The remedies herein shall not be exclusive, but shall be cumulative and in addition to any and all of the remedies now or hereafter allowed by law or otherwise authorized in this Lease, and the exercise of one or more of said rights, powers, elections, or remedies shall not impair the District's right to exercise any other right, power, election, or remedy.

10.3. Lessee's Right of Termination. Lessee may terminate this Lease, with or without cause, at any time after the first anniversary of the Commencement Date, by providing District no less than one hundred and eighty (180) days' written notice. Upon giving such notice, and until the one hundred eighty day period passes, the Lease shall remain in effect, and Lessee shall fulfill all obligations of Lessee hereunder which accrues during the one hundred eighty (180) days, including the payment of Orange Street Plant Site rent, guaranteed annual royalty and any per-ton royalty amounts.

10.4. Surrender of Possession. At the expiration or termination of this Lease, for whatever reason, Lessee shall execute, acknowledge, and deliver to the District a Quitclaim Deed conveying all right, title, and interest of the Lessee to the Premises, both land and improvements. Thereafter, Lessee shall promptly, but in any event no later than six (6) months

following the expiration or earlier termination of the Lease, remove all Improvements (unless the requirements for such removal has been waived in writing by District), portable buildings, equipment, and personal property placed on the Premises by Lessee, and clear the Premises of all debris, and otherwise surrender to the District the Premises in good order and clean condition.

10.5. Quiet Enjoyment. District represents, covenants and warrants that Lessee, upon paying the rent and performing the covenants herein provided, shall peacefully and quietly have, hold and enjoy the Premises, subject to District's reserved rights hereunder.

11.0 Encumbrance, Assignment, and Subletting.

11.1. Hypothecation.

(a) Lessee shall have the right at any time, from time to time, and subject to prior written approval of the District (except to the extent any Improvements are subject to an encumbrance prior to the execution of this Lease), to subject the leasehold estate and any or all Improvements placed or to be placed on the Premises to one or more deeds of trust or other security instruments (collectively "Leasehold Deed of Trust" herein) as security for a loan or loans or other obligation of Lessee, provided that:

(i) The Leasehold Deed of Trust and all rights acquired under it shall be subject and subordinate to each and all of the covenants, conditions, and restrictions stated in this Lease, and to all rights and interest of the District except as otherwise provided herein, and

(ii) Lessee shall give District prior notice of any such Leasehold Deed of Trust, and shall accompany the notice with a true copy of the note and deed of trust.

11.2. Assignment and Sublease; Transfer Restrictions. Lessee may assign or sublease all or a portion of its interest hereunder to any other entity, but only with the prior written permission of the District. For the purposes of this Lease, an "assignment" shall include a transfer to any person or group of persons acting in concert, of more than twenty-five percent (25%) of the present ownership and/or control of Lessee in the aggregate, taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest between members of the same immediate family, or transfer to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family. In the event Lessee or its successor is a corporation or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of Lessee, or of the beneficial interests of such trust; in the event that Lessee or its successor is a limited or general partnership, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the limited or general partnership interest; in the event that Lessee or its successor is a joint venture, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the ownership and/or successor control of any such joint venture partner, taking all transfers into account on a cumulative basis.

11.3. Licenses. Lessee shall have the right to grant licenses for ingress and egress to the Premises in connection with any assignment or sublease, provided such licenses are

made specifically subject to the covenants contained in this Lease, and do not extend beyond the term of this Lease. Upon any assignment, the assigning Lessee shall have no further obligation or liability under this Lease with respect to the portion assigned, except for such obligations that arose from the period of such assigning Lessee's occupancy of the Premises, and the new Lessee shall agree in writing to be bound by all terms and conditions hereof.

12.0 Transfer Premises. The parties agree to cooperate reasonably in defining the Transfer Premises, either before or upon the final approval of the Wash Plan, if the Wash Plan becomes effectuated. The Transfer of Premises shall be identified by way of appropriate legal description and plat maps, and shall be incorporated as Premises to which this Lease applies by way of a written amendment to this Lease. The Transfer of Premises shall not be replaced for any portion of the Premises without the mutual agreement of District and Lessee.

13.0 Condemnation. If during the term of this Lease, all or any portion of the Premises is acquired for public use by the use of eminent domain, or transfer under threat of eminent domain, the following shall apply:

(a) District shall be entitled to all compensation awarded for the taking of the Premises, including any leasehold bonus value, except that Lessee shall be entitled to any portion of the award representing the value of its leasehold improvements (less any reversionary value allocable to District upon the scheduled end of the lease term), moveable equipment, inventory, moving expenses or relocation benefits, any award for loss of Lessee's business goodwill, and any separately-assessed attorneys fees or costs which are awarded solely to Lessee.

(b) If the entire Premises are taken pursuant to any condemnation proceeding, or acquisition under threat of condemnation, the Lease shall terminate in its entirety, effective on the date the acquiring entity takes actual possession of the Premises. If only a part of the Premises is taken pursuant to any condemnation proceeding, or acquisition under threat of condemnation, and the part taken is so essential that the remainder Premises subject to the Lease is no longer suitable for the purposes of the Lease, Lessee shall have the option to terminate this Lease. Such option shall be exercised in writing, no later than: (1) thirty (30) days after the filing of any complaint in eminent domain and service of same upon Lessee; or (2) within thirty (30) days of Lessee being notified, by District or any other party, of the acquiring entity's intent to acquire by eminent domain, accompanied by a legal description or other detailed indication of the specific area and property interests the acquiring entity proposes to take, whichever of the two occurs earlier. Any dispute between the District and Lessee as to whether a part taking taken is so essential that the remainder Premises subject to the Lease is no longer suitable for the purposes of the Lease shall be submitted to binding arbitration as provided herein if no condemnation action is then pending, and if such an action is pending, by the court hearing and determining such action.

(c) If only a part of the Premises is taken pursuant to a condemnation proceeding or acquisition under threat of condemnation, and there is either (1) no such material impairment of Lessee's use of the remaining portion of the Premises, or (2) Lessee otherwise elects not to terminate this Lease as provided in this Section, then the Lease shall terminate only as to the portion taken, effective on the date the acquiring entity takes actual possession of the portion taken, and the Lease shall continue in full force and effect as to the remaining portion of the Premises.

(d) If any portion of the plant site is taken as part of a partial taking, the plant site rent shall be reduced, in a percentage equal to the percentage the land taken area from the plant site bears to the total area of the plant site before the taking, such reduction to be effective on the date the Lease terminates as to the portion of the plant site taken. There shall be no reduction to the guaranteed annual royalty or the per-tonnage royalty, however.

14.0 Assignment and Transfer. The qualifications and identity of Lessee are of particular concern to District. It is because of those qualifications and identity that District has entered into this Agreement with Lessee. Accordingly, except as expressly set forth herein, Lessee shall not, whether voluntarily, involuntarily or by operation of law, assign, transfer or convey all or any part of this Agreement or any rights hereunder or in this Lease or the Premises without District's prior written approval, which shall not be unreasonably withheld, delayed or conditioned on items not related to the prospective assignee's financial ability to perform Lessee's requirements and obligations under this Lease, or the prospective assignee's ability to comply with the terms, conditions, or requirements of any applicable permit, entitlement, development condition, or provision of law governing the mining activities to be carried out on the premises under this Lease. Notwithstanding the foregoing, Lessee may assign its interest in this Lease to (a) an entity whose majority interest is owned or controlled by Lessee; or (b) a limited partnership or limited liability company whose general partner or managing member is Lessee. The term "control," as used in the immediately preceding sentence, means, with respect to a person that is a corporation, the right to exercise, directly or indirectly, at least 50% of the voting rights attributable to the shares of the controlled corporation, and, with respect to a person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person

If District approves the assignment, the approval shall be subject to the satisfaction of the following conditions ("**Transfer Conditions**"):

(a) All of the obligations of this Lease shall have been assumed by the transferee pursuant to a written assignment and assumption agreement(s) in a form reasonably approved by District's legal counsel.

(b) The organizational documents of the transferee and a good standing certificate of the transferee shall have been submitted to District.

(c) There shall be no default of Lessee of this Agreement and no event has occurred that would constitute a default with the giving of notice or the passage of time.

15.0 Miscellaneous Provisions.

15.1. Notices. As expressly provided to the contrary herein, any notice, consent, report, demand document, or other such item to be given, delivered, furnished, or received hereunder, shall be deemed given, delivered, furnished, or received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by United States Postal Service, first class registered or certified mail, postage prepaid, return receipt requested, or by national "overnight courier," such as Federal Express, at the time of delivery shown upon receipt, and in any case, delivered to the address, addresses, and persons as each party may from time to time, by written notice designate to the other, and who initially are:

If to District:	San Bernardino Valley Water Conservation District 1630 West Redlands Boulevard Suite A Redlands, California 92373 Attn: General Manager
With a Copy to:	Rutan & Tucker 611 Anton Boulevard Suite 1400 Costa Mesa, CA 92626 Attn: David B. Cosgrove
If to Lessee:	Cemex Construction Materials Pacific, LLC 5180 Golden Foothills Parkway Suite 200 El Dorado Hills, CA Attn: Tom Powell
With a Copy to:	Cemex 920 Memorial City Way, Suite 100 Houston, TX 77024 Attn: General Counsel

15.2. Interpretation. The terms of this Lease shall be construed in accordance with the meaning of the language used, and shall not be construed for or against either party by reason of authorship. This lease contains the full agreement of the parties with respect to the subject matter contained herein, and supersedes all prior leases, negotiations, agreements, and/or representations, whether oral or written. Specifically, this Lease supersedes the "Lease Agreement" dated September 10, 1979, between the District and C. L. Pharris Sand and Gravel, Inc., the "Lease Amendment" dated July 10, 1997 between the District and C. L. Pharris Sand

and Gravel, Inc., dba Sunwest Materials, and any other prior lease agreements between the parties with respect to any portion of the Premises. All such prior lease agreements are superseded and replaced by this Lease Agreement, including any options, rights of first refusal, or other rights that may arise thereunder, all of which are of no force or effect. This Lease constitutes the entire lease agreement between District and Lessee.

15.3. Amendment. This Lease may be amended at any time by mutual agreement of the parties, by an instrument in writing, signed by both parties, and referencing that it is an amendment to this Lease.

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

15.5. Binding on Successors. Subject to the transfer restrictions stated elsewhere in this Lease, this Lease shall be binding upon each party's respective successors and assigns.

15.6. Time is of the Essence. Time is of the essence in this Lease. Failure to comply with any requirement, including but not limited to any time requirement of this Lease shall constitute a material breach of the Lease.

15.7. Severability. The invalidity or illegality of any provision of this Lease shall not affect the remainder of the Lease. The parties hereby declare that it is their intent that, in the event one or more portions of the Lease is declared invalid or unenforceable, they intend that the remainder of the Lease continue to bind both parties, unless the severed remainder is so essential to the terms of this Lease that additional performance of the Lease is impossible or so uncertain as to render meaningful performance impossible or unrealistic.

15.8. Force Majeure. The time limits provided herein for performance of any actions required hereunder shall be extended during any time, but only during such time, as a party is unable to perform obligations to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, inaccessibility of transportation or critical infrastructure, governmental restrictions or priority litigation, acts of God, or other similar causes beyond the control of, and without the fault of, the party charged to perform. The party to perform shall continue to exercise reasonable diligence to minimize the period of delay during any period of force majeure. An extension of time for any such cause shall be limited to the period of the delay, and shall commence to run from the time of the commencement of the force majeure, provided notice by the party be to perform claiming such extension is sent to the other party within ten (10) days of the commencement of the cause.

15.9. Attorneys' Fees. In the event of any suit to enforce any provision of this Lease, or to prevent or to correct any breach of this agreement, the prevailing party in such

action or proceeding, in addition to any other relief which may be granted, legal or equitable, shall be entitled to reasonable attorneys' fees. As used herein, "attorneys' fees" shall include costs for legal services, and all other reasonable costs for investigating the action, including the taking of depositions and discovery, and any other recoverable costs. All such fees shall be deemed accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to final judgment. The court in any such action shall be requested to name a prevailing party.

15.10. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Dated: _____

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

By: _____
Clare Henry Day, President

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

_____
By: David B. Cosgrove
General Counsel

Dated: _____

CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC

By: _____
V.P.

State of ~~California~~ Arizona

County of ~~Orange~~ Maricopa

Subscribed and sworn to (or affirmed) before me on this 20th day of October, 2011, by OSCAR FRIAS, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

VICKI L. MAJORS
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Aug. 30, 2013

Seal: _____

Signature Vicki L. Majors

State of California

County of ~~Orange~~ San Bernardino

Subscribed and sworn to (or affirmed) before me on this 21 day of October, 2011, by Claire Mary Day, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal: GUAY P WILSON

Signature _____

GUAY P. WILSON
COMM. # 1917449
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires Nov 2, 2013

State of California

County of ~~Orange~~ San Bernardino

Subscribed and sworn to (or affirmed) before me on this 31 day of October, 2011, by Chris J Camp, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal: GUAY P WILSON

Signature G P Wilson

GUAY P. WILSON
COMM. # 1847449
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires May 3, 2013

State of California

County of ~~Orange~~ San Bernardino

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2011, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal: _____

Signature _____

Exhibit "A"

Legal Descriptions of: "PREMISES" Properties

	Approx. Acres
Parcel I-1: (Portion of WCD Parcel 11-2) North one-half of the North one-half of Section 11, T. 1 S. R. 3 W., SBB&M, excepting thereform the North 40 feet.	155
Parcel I-2: (Portion of WCD Parcel 11-1) South one-half of the Southeast Quarter of Section 11, T. 1 S., R. 3 W., SBB&M	80
Parcel I-3: (WCD Parcels 12-2 and 12-3) North one-half of Section 12, T. 1 S., R. 3 W., SBB&M, except that portion lying northeasterly of the southwesterly right-of-way of the AT&SFe Railroad.	143
Parcel I-3a: (WCD Parcel 12-3) Three rights-of-way 80 feet wide across the AT&SFe right-of-way in the Southwest Quarter of the Northeast Quarter of said Section 12, as described in the deed from Charles Elliott to the San Bernardino & Eastern Railway Company Recorded December 15, 1891 Book 144, page 16 of Records of San Bernardino County, California.	
Parcel II-A: (Portion of WCD Parcel 11-2) East one-half of the South one-half of the North one-half of Section 11, T. 1 S., R. 3 W., SBB&M	80
Parcel II-B: (WCD Parcel 11-3) North one-half of the Northwest Quarter of the Southwest Quarter of Section 11, T. 1 S., R. 3 S., SBB&M	20
Parcel II-C: (WCD Parcel 11-4) Northeast Quarter of the Southwest Quarter of Section 11, T. 1 S., R. 3 W., SBB&M	40

Saving and excepting from the above parcels the main canal of lessor which crosses the property in an east-west direction and reserving unto lessor an easement 40 feet wide across the property adjacent to the Southerly boundary.

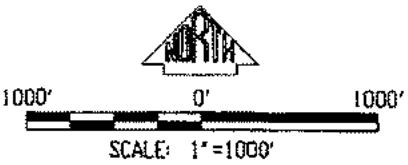
Parcel II-D: (Portion of WCD Parcel 10-2)

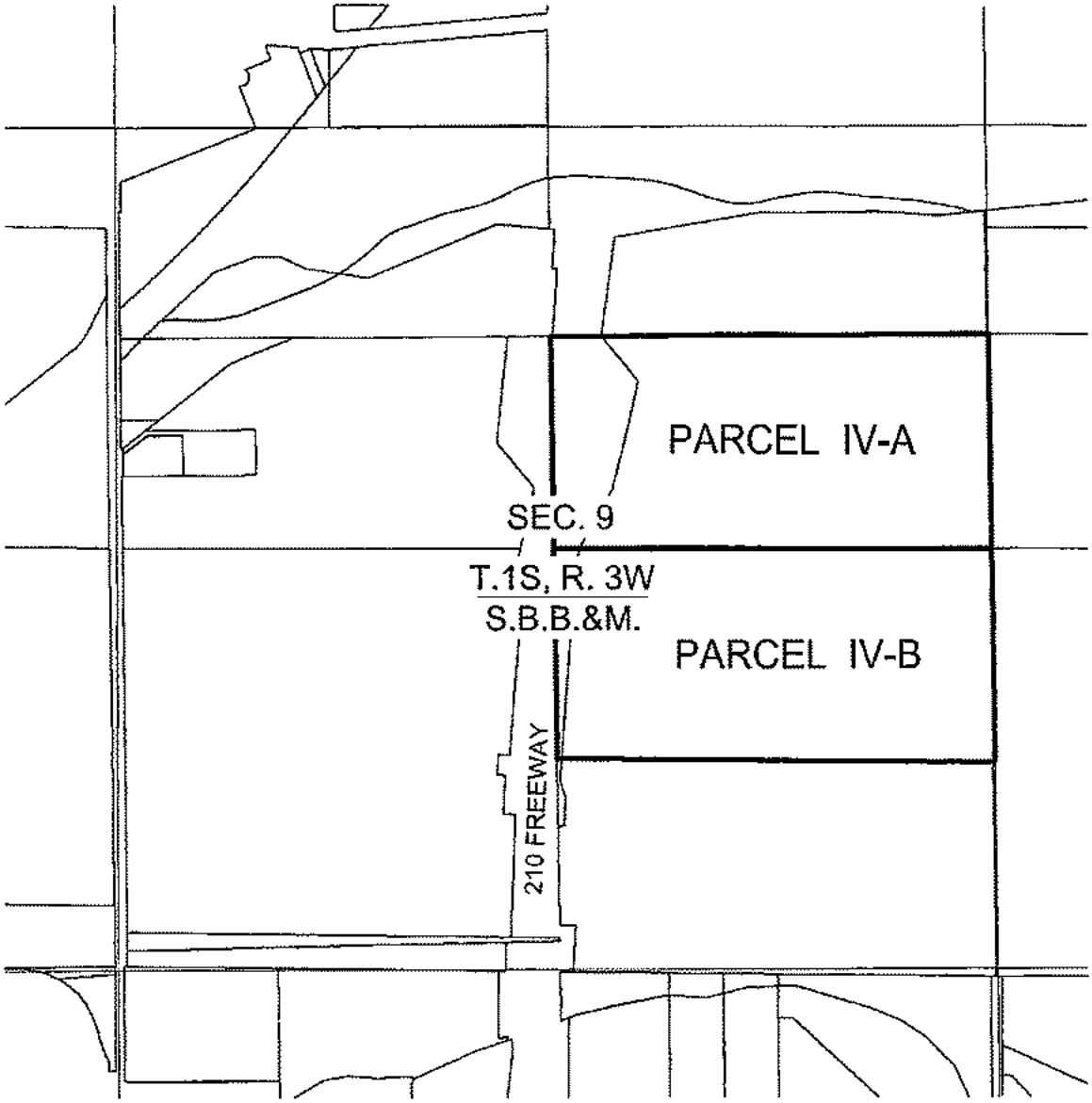
A non-exclusive easement across the North 60 feet of the North one-half of the Southeast Quarter of Section 10, T. 1 S., R. 3 W., SBB&M.

	Approx. Acres
Parcel II-E: (Portion of WCD Parcel 11-2) West one-half of the South one-half of the North one-half of Section 11, T. 1 S., R. 3 W., SBB&M	80
Parcel III-A: (Portion of WCD Parcel 11-1) The North one-half of the Southeast Quarter of Section 11, T. 1 S., R. 3 W., SBB&M	80
Parcel III-B: (WCD Parcel 10-2) The North one-half of the Southeast Quarter of Section 10, T. 1 S., R. 3 W., SBB&M, except the westerly 130+ feet thereof.	75
Parcel IV-A: (WCD Parcel 9-2) South one-half of the Northeast Quarter of Section 9, T. 1 S., R. 3 W., SBB&M.	80
Parcel IV-B: (Portion of WCD Parcel 9-1) North one-half of the Southeast Quarter of Section 9, T. 1 S., R. 3 W., SBB&M.	80

EXHIBIT "B"

NOV. 15, 2011





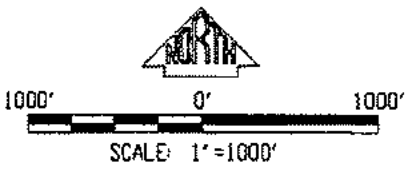
SEE SHEET 2 OF 4

JOSEPH E. BONADIMAN & ASSOCIATES INC.
consulting engineers land surveyors
234 N. Arrowhead Ave., San Bernardino, CA. 92408
Phone: (909)885-3806 Fax: (909)381-1721

EXHIBIT "B"

(CONTINUED)

NOV. 15, 2011



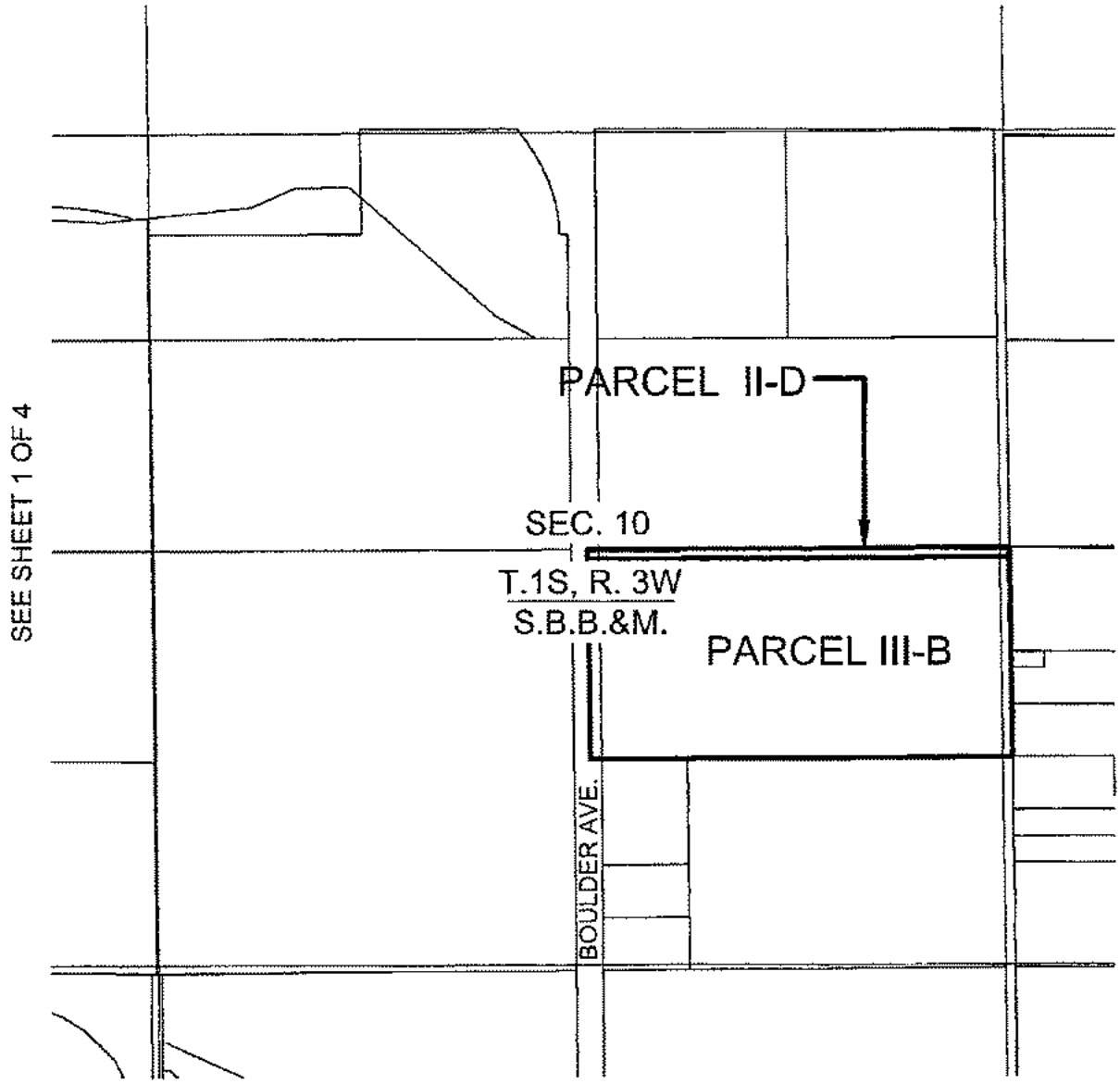


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EXHIBIT "B"

(CONTINUED)

NOV. 15, 2011

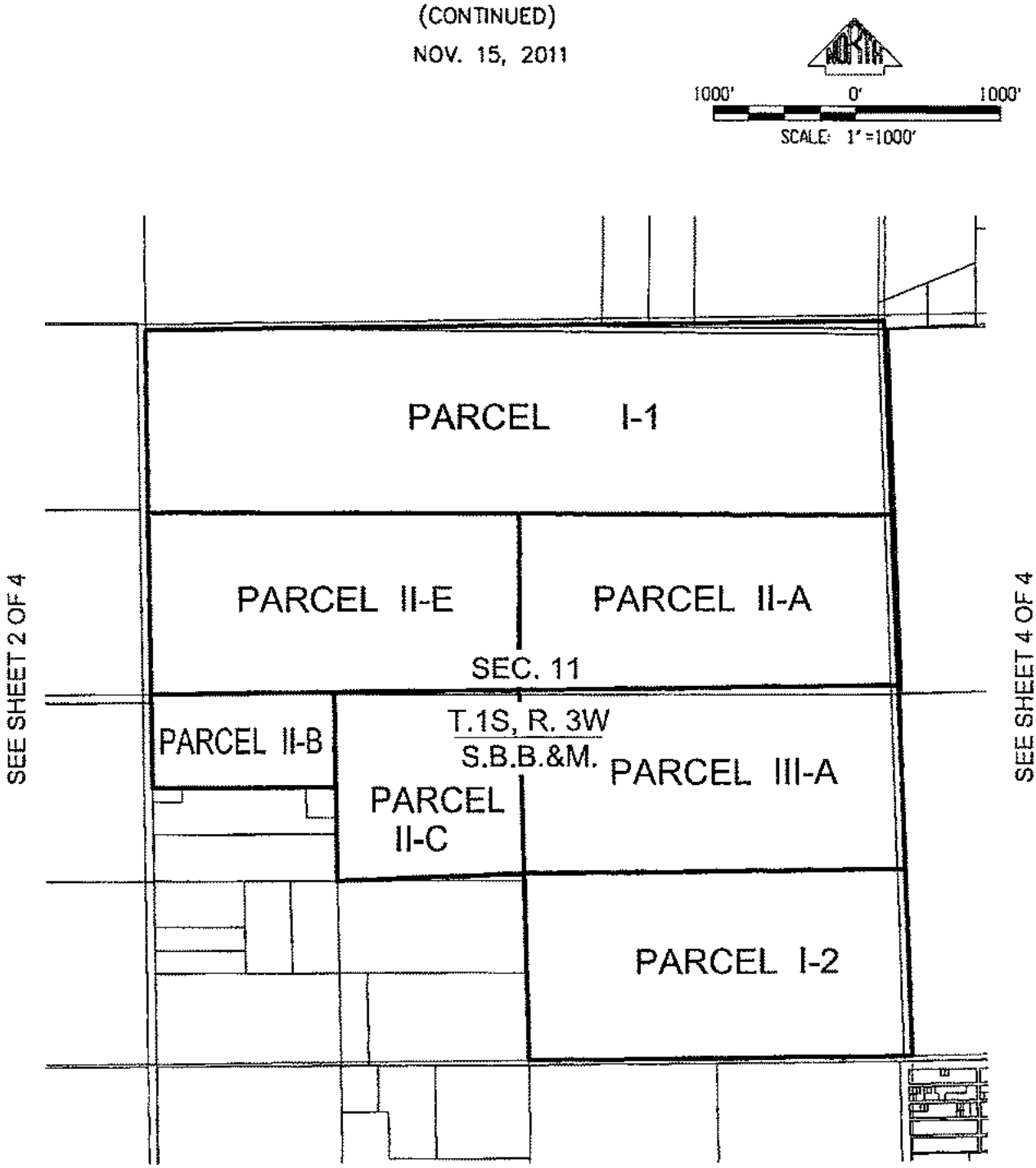

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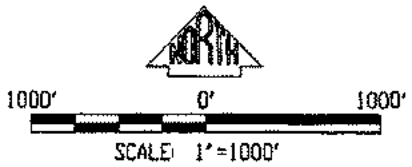
EXHIBIT "B"

(CONTINUED)

NOV. 15, 2011



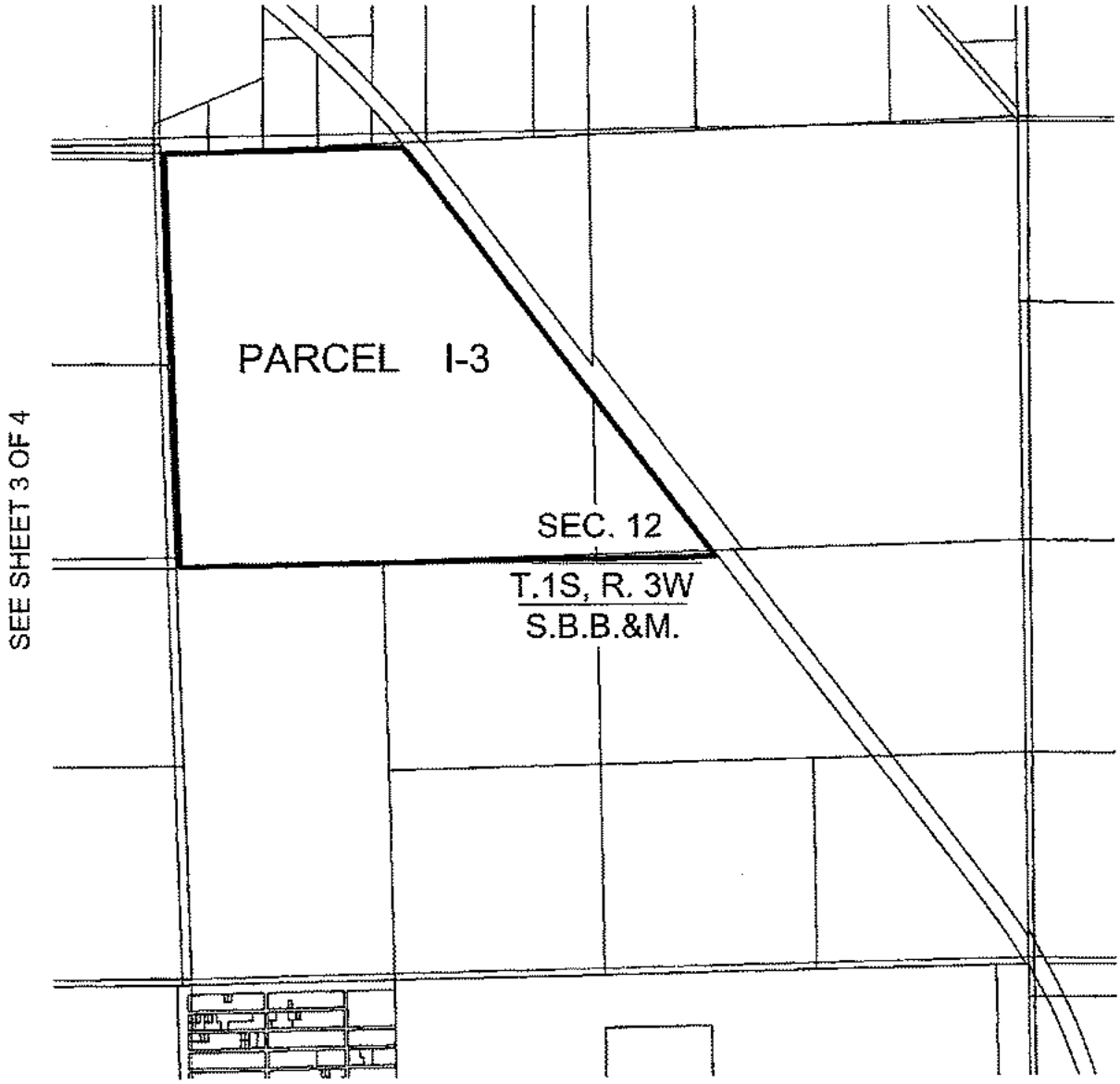


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EXHIBIT "C"

"SILT DEPOSIT AREA"

NOV. 15, 2011

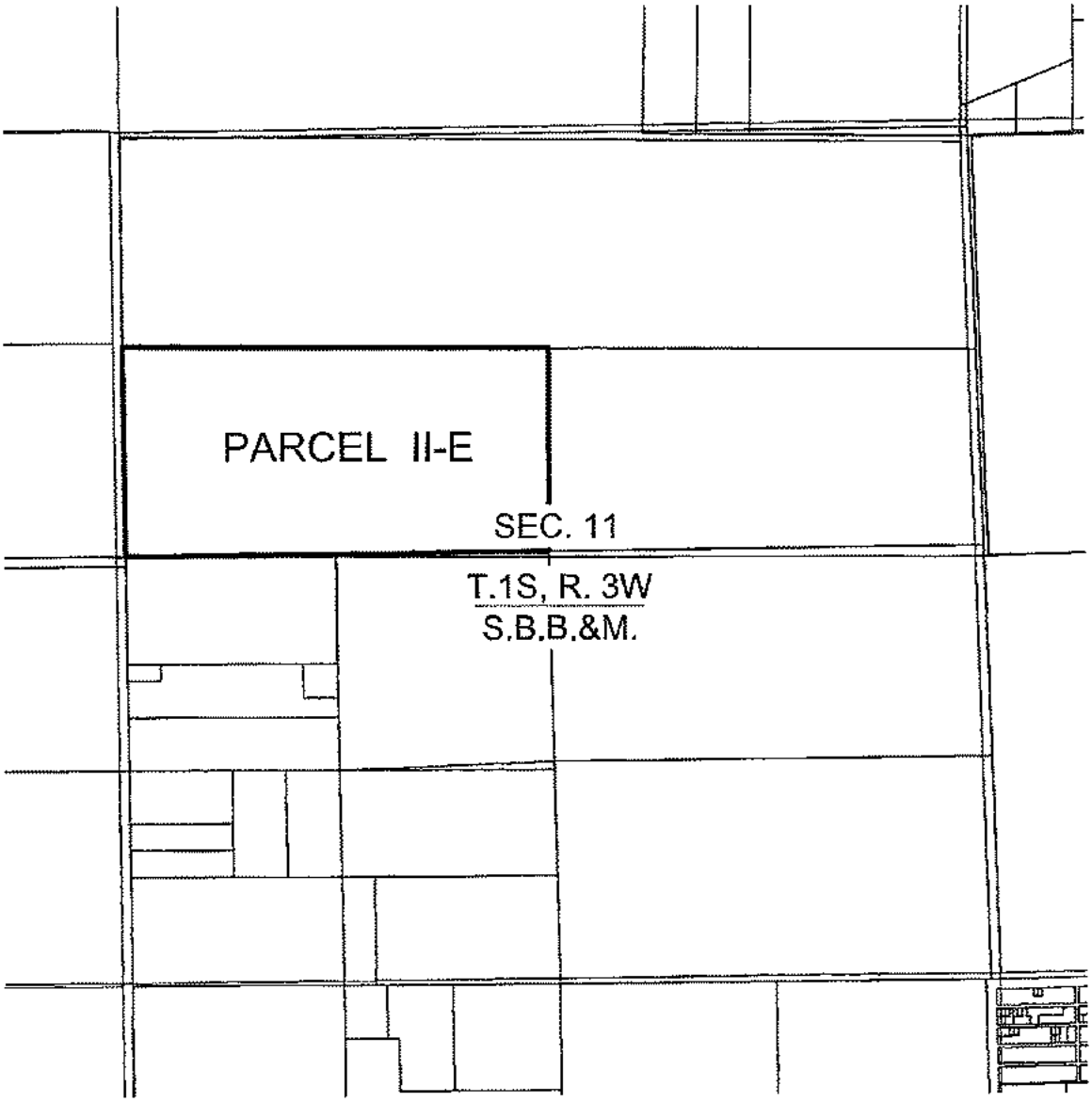

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EXHIBIT "D"

"ORANGE STREET PLANT SITE"

NOV. 15, 2011

NORTH

1000' 0' 1000'

SCALE: 1"=1000'

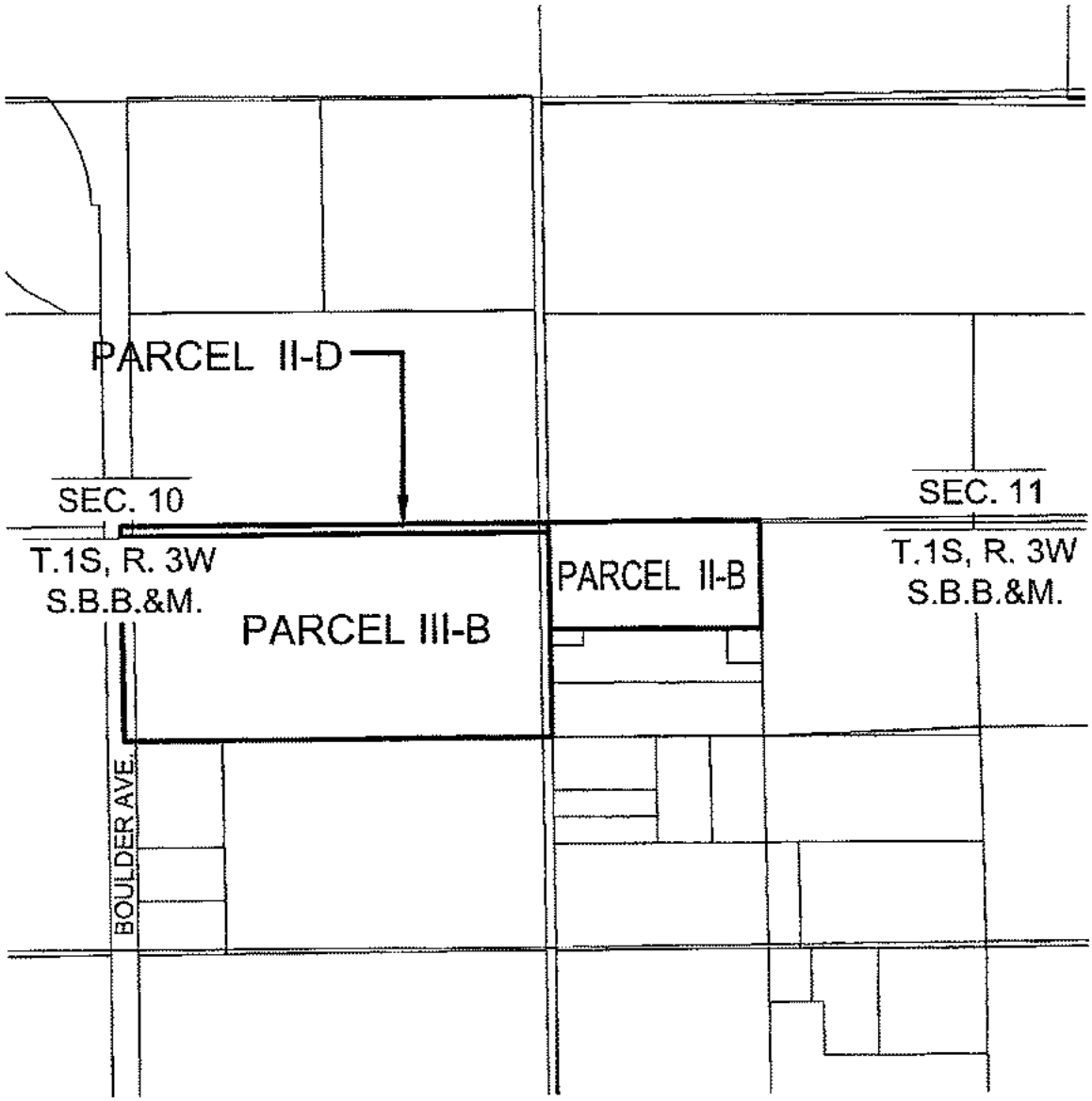

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EXHIBIT "E"

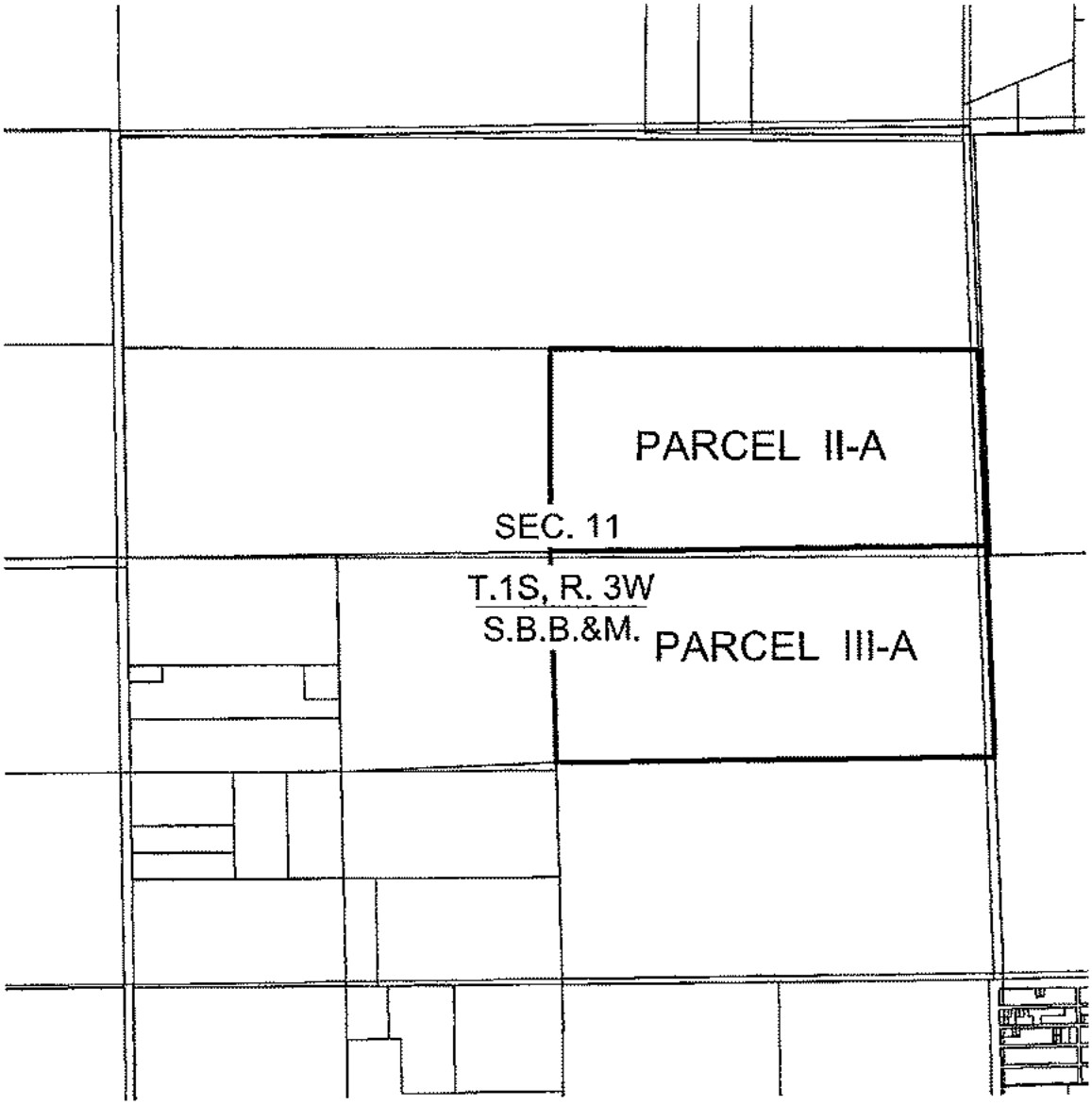
"REDLANDS AGGREGATES SITE"

NOV. 15, 2011

NORTH

1000' 0' 1000'

SCALE: 1"=1000'



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consulting engineers land surveyors

234 N. Arrowhead Ave., San Bernardino, CA. 92408
Phone: (909)885-3806 Fax: (909)381-1721

Exhibit 4

Roberton's Ready Mix Lease

AGREEMENT

This Agreement is made on this 11th day of August, 2003, by and between San Bernardino Valley Water Conservation District ("District") and Robertson's Ready Mix, Ltd., ("Robertson's"), together "Parties" or individually, "Party".

RECITALS

A. District is a California water conservation district duly formed and operating under Sections 74000, et seq., of the California Water Code, and operating as a water conservation district, having as a purpose the recharge of ground water supply and maintenance of groundwater basins underlying its jurisdiction area.

B. Robertson's is a California limited partnership, duly formed and organized pursuant to the laws of the State of California, with its principal place of business in Corona, California. Robertson's engages in the business of excavating, processing, and selling rock, sand, gravel and other like substances ("Aggregates").

C. On or about October 5, 1992, the Parties entered into a Lease Agreement for Mineral Extractions ("Cone Camp Lease") pursuant to which Robertson's, on the satisfaction of certain conditions, would have the right to extract Aggregates from that property defined as the "Premises" in the Cone Camp Lease, and commonly referred to as "Cone Camp Quarry." A copy of the Cone Camp Lease is appended hereto, denoted Exhibit "A".

D. Some time in or about 1993, the Parties, together with other entities interested in mining, flood control, resource management and conservation, and municipalities, formed the Santa Ana River Wash Area Coordinated Planning Activities Committee ("Wash Committee") to address land use issues related to the Upper Santa Ana River Wash ("Wash").

E. The Wash Committee examined the most appropriate manner in which to use the Wash for the benefit of all landowners without regard to the existing interests in real property situated in the Wash. The Wash Committee determined that there should be a balance of land uses to accommodate the varied and competing concerns. The Wash Committee further determined that in order to achieve land use balance, the existing and potential uses must be reallocated among specific portions of the Wash.

F. Deliberations of the Wash Committee resulted in the drafting, circulation, and approval of a "Proposed Land Management and Habitat Conservation Plan for the Upper Santa Ana River Wash" ("Concept Plan"), which sets out concepts for realignment of mining, water conservation, recreation, habitat preservation, and other uses in the Santa Ana River Wash and was conceptually endorsed by all members of the Wash Committee, including the Parties. A copy of the Concept Plan as presently conceived is attached as Exhibit "B." This Concept Plan is subject to revision as the parties impacted continue to refine and negotiate its parameters. Implementation of the Concept Plan, as it may evolve over time, will require the formation of a Task Force, of which the Parties shall be members, to fund studies for environmental review of proposed mining, transfer of various property ownerships and lease interests, habitat conservation plans, recreational facilities, regional infrastructure, and water supply and conservation activities, and to implement such activities. A Task Force Agreement has been

prepared and circulated among applicable Wash Committee members, including the Parties, to guide and fund implementation of the Concept Plan. It has been reviewed and approved by the Parties, in the form attached hereto as Exhibit "C," and shall be executed by the Parties upon or prior to execution of this Agreement.

G. The Parties have found and determined that it is in their individual best interests to join together with other members of the Task Force to manage activities in connection with the planning, environmental review, and implementation of the Concept Plan (collectively the "Project").

H. The Cone Camp Lease requires that Robertson's "diligently and continuously take all actions necessary to obtain any and all licenses, permits, or other governmental entitlements.... required to accomplish the excavation purpose set out [therein]". There is currently pending before the city of Highland Robertson's application ("Cone Camp Application") for entitlements to mine Aggregates from the Cone Camp Quarry.

I. Robertson's has represented to the District that it has reached an agreement with Cemex Construction Materials, LP ("Cemex"), an entity engaged in business similar to that in which Robertson's is engaged, concerning the allocation, between Robertson's and Cemex, of the right to extract Aggregates from property which is contemplated for the excavation of Aggregates under the Concept Plan.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions.

In addition to capitalized terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

1.1 "Effective Date" shall mean the date on which both Parties have executed the Task Force Agreement and this Agreement.

1.2 "Section," except as may be qualified to refer to the Cone Camp Lease, shall be deemed to be a reference to a portion of this Agreement.

1.3 "WPA" shall mean the Wash Planning Area, as that term is used and defined in the Concept Plan.

1.4 "Robertson's WPA Allocation" shall mean that portion of the WPA which is allocated, through written agreement between Robertson's and Cemex attached as Exhibit "D", to Robertson's for the mining of Aggregates. Robertson's agrees it must obtain approval from District for any substantial changes to this allocation prior to such changes being effective. Any change within the land acreage specifically dimensioned in Exhibit "D" as 1847' x 1303', that does not change the amount allocated to Robertson's for mining by more than 50% of the area of that dimensioned parcel, shall not constitute a substantial change; all other changes to the allocation agreement shall be considered substantial. The "Robertson's WPA Allocation" specifically excludes the real property located within the WPA and owned by Robertson's,

and/or its affiliate RRM Properties, Ltd., A California limited partnership, in fee as of the Effective Date.

1.5 "Premises Transfer Date" shall occur upon transfer of ownership of interest to the District of those portions of the WPA that fall within Robertson's WPA Allocation, and which, as of the date of this Agreement, are owned by the United States, through the Bureau of Land Management.

1.6 "Concept Plan Termination Date" shall mean any date prior to the Premises Transfer Date upon which either Party's participation in the Task Force Agreement shall have been finally terminated, as provided in Paragraph 23 of the Task Force Agreement, or upon dissolution of the Task Force pursuant to Paragraph 22 of the Task Force Agreement. Upon occurrence of the Premises Transfer Date, there shall be no Concept Plan Termination Date.

1.7 "Concept Plan Term" shall mean the period between the Effective Date and the occurrence of the earlier of the (1) Concept Plan Termination Date; or (2) Premises Transfer Date.

Section 2. Obligations During Concept Plan Term.

2.1 Prosecution of Concept Plan. The Parties, and each of them, agree that for so long as the Concept Plan, as may be modified consistent with the provisions of Section 2.3, below, but otherwise in substantially the same form as set forth in the Task Force Agreement, is being diligently and in good faith pursued, they will not, prior to January 1, 2006, terminate their participation under the Task Force Agreement pursuant to Paragraph 23 of the Task Force Agreement. Notwithstanding the foregoing, in the event that prior to January 1, 2006, Robertson's contribution to the total Task Force funding exceeds that required to be paid by CEMEX, or exceeds, by more than 0.25 percent of the total Task Force funding, that required to be paid by the District, Robertson's shall be free to exercise its rights of termination under Paragraph 23 of the Task Force Agreement. . During the Concept Plan Term each of the Parties shall use their best efforts to achieve the Premises Transfer Date; provided, however, that neither Party shall be considered to be in breach of this provision unless a party who believes that a breach has occurred first provides to the other Party written notice informing the notified Party of the specific nature of the alleged breach of this provision, the reasons therefore, the actions the notifying Party alleges must be taken to cure the alleged breach and provides to the noticed Party either, (a) reasonable opportunity to cure the breach, or (b) in the event the breach is of the nature that a cure cannot be promptly effected, reasonable opportunity to prepare and prosecute a plan pursuant to which the breach will be cured, or (c) in the event the alleged breach is one that cannot be cured, a good faith effort to meet and confer regarding whether mutually satisfactory alternative arrangements can be made. In the event of any dispute regarding either Party's alleged breach of this "best efforts" obligation, the matter shall be resolved through the binding arbitration mechanism set forth in Section 8.06 of the Cone Camp Lease.

2.2 Suspension of Robertson's Duty to Obtain Permits. During the Concept Plan Term, Robertson's obligations pursuant to paragraph 5.05 of the Cone Camp Lease, to diligently and continuously take all actions necessary to obtain any and all licenses, permits, or other governmental entitlements required to accomplish the excavation purpose set out in the Cone

Camp Lease, shall be suspended. Such suspension shall begin on the Effective Date and shall continue until the earlier occurrence of: A) the Premises Transfer Date or B) the Concept Plan Termination Date. Robertson's shall not pursue such licenses, permits, or other governmental entitlements for any excavation of any portion of the "Premises," as originally defined in the Cone Camp Lease, at any time during the Concept Plan Term.

2.3 District to Support Robertson's Attempt to Amend Concept Plan. Robertson's has advised District that during the Concept Plan Term, Robertson's will seek Task Force Approval to amend the present iteration of the Concept Plan, to expand the Concept Plan mining area to include additional property owned by Robertson's. District agrees that it will support Robertson's attempt to so amend the Concept Plan, provided it is consistent with District's water conservation and land management objectives.

2.4 Incorporation of Defined Terms into Cone Camp Lease. Beginning on the Effective Date hereof, the following terms, as they are defined herein, shall be deemed incorporated, as applicable, into the Cone Camp Lease: Premises Transfer Date, Concept Plan Term; Concept Plan Termination Date; Robertson's WPA Allocation; and Cone Camp Quarry.

Section 3. Rights and Obligations on Premises Transfer Date

3.1 Transfer of Premises. The Premises shall, upon the Premises Transfer Date, immediately and automatically be deemed to mean and refer to the Robertson's WPA Allocation and the Cone Camp Lease shall no longer apply to the Cone Camp Quarry. Upon the Premises Transfer Date, the parties shall prepare, and may record, such documents as may be necessary or appropriate to reflect the proper legal descriptions or other identification of the transferred Premises, but the transfer of the Premises from the area originally defined in the Cone Camp Lease to the Robertson's WPA Allocation shall not be conditioned or dependent upon such documentation, but rather shall occur immediately upon occurrence of the Premises Transfer Date.

3.2 Revival of Robertson's Duty to Obtain Permits on Premises Transfer Date. Immediately upon the Premises Transfer Date, Robertson's obligations pursuant to Section 5.05 of the Cone Camp Lease, to diligently and continuously take all actions necessary to obtain any and all licenses, permits, or other governmental entitlements required to accomplish the excavation purpose set out in the Cone Camp Lease, shall revive, and shall apply to the Robertson's WPA Allocation, as provided in Section 3.1 of this agreement.

3.3 Commencement Date on Premises Transfer Date. Immediately upon occurrence of the Premises Transfer Date, Section 1.01 of the Cone Camp Lease shall be automatically amended to read as follows:

> 1.01 Commencement Date. The Commencement Date of the Lease Term shall be the date sixty (60) days after occurrence of the Premises Transfer Date.

In applying the foregoing provision it is the intention of the Parties that in the event that Premises Transfer Date does not occur by January 1, 2007, the Cone Camp Lease shall not be terminated, but shall survive, subject to modification triggered by the happening of either Premises Transfer Date or Concept Plan Termination Date.

Section 4. Rights and Obligations on Concept Plan Termination Date.

4.1 Revival of Robertson's Duty to Obtain Permits on Concept Plan Termination Date. Immediately upon the Concept Plan Termination Date, Robertson's obligations pursuant to Section 5.05 (A) of the Cone Camp Lease, to diligently and continuously take all actions necessary to obtain any and all licenses, permits, or other governmental entitlements required to accomplish the excavation purpose set out in the Cone Camp Lease, shall revive.

4.2 Commencement Date on Concept Plan Termination Date. Immediately upon occurrence of the Concept Plan Termination Date, Section 1.01 of the Cone Camp Lease shall be amended to read as follows:

> 1.01 Commencement Date. The Commencement Date of the Lease Term shall, at Robertson's election, either be (x) the date sixty (60) days after the Concept Plan Termination Date, or (y) January 1, 2003, provided, however, that in no event shall District be required to refund any portion of the Phase I Payment before the expiration of one (1) full year following the date Robertson's provides to District written notice of its election hereunder. Robertson's election shall be made in writing and delivered to District prior to the 60th day following Concept Plan Termination Date.

In applying the foregoing provision it is the intention of the Parties that in the event that Concept Plan Termination Date does not occur by January 1, 2007, the Cone Camp Lease shall not be terminated, but shall survive, subject to modification triggered by the happening of either Premises Transfer Date or Concept Plan Termination Date.

Section 5. Mancino Property. Effective immediately upon the Effective Date, the original Cone Camp Lease shall be amended to exclude from the definition of "Premises" therein, all of the property more specifically described in Exhibit "E" hereto (the "Mancino Property").

Section 6. Waiver. Each of the Parties herein fully waives its right to claim that any act, omission, or inaction of the other Party, prior to the Effective Date, constituted: (a) a breach of any of the provisions of the Cone Camp Lease, or any obligation arising thereunder or in connection therewith, or (b) any basis for reformation or rescission of all or any part of the Cone Camp Lease, for which any relief, legal or equitable, and specifically, but not by way of limitation, monetary damages, were or could have been available, either as affirmative relief, or as an offset against any other claim. This waiver extends to all claims or causes of action, whether presently known or unknown, and in connection with such waiver, both parties specifically waive any operation or applicability of California Civil Code section 1542, which provides:

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

Each Party represents and warrants it has consulted with counsel regarding the nature and consequences of waiving the operation of Civil Code section 1542, and knowingly and willingly has decided to waive it.

Section 7. No Obligation on Robertson's to Transfer. Robertson's execution of this Agreement, its execution of the Task Fore Agreement, anything expressed or implied in either document, and/or its participation in advancing the Concept Plan, whether taken individually or collectively in any combination, shall not be construed or interpreted to require Robertson's to transfer, encumber or agree to any use restrictions being placed upon any real property Robertson's owns in fee on the Effective Date; or to cause any such real property be transferred, encumbered, or restricted as to use. Nothing in this Section 7 affects or relieves Robertson's obligation to transfer the Premises, as provided in section 3 above, however.

Section 8. Notices. All notices required to be provided hereunder, shall be in writing, and either served personally or sent by United States Mail. For these purposes, the addresses for the Parties are as follows:

As to Robertson's Ready Mix, Ltd.	As to District
President Robertson's Ready Mix, Ltd. 200 South Main Street Suite 200 Corona CA 92878	General Manager San Bernardino Valley Water Conservation District 1630 West Redland Blvd., Suite A Redlands CA 92373

Notices shall be deemed delivered on the date of personal service or on the third day following deposit in the United States Mail. Any Party may change the address or person to whom notices are to be directed hereunder, by written notice to the other Party.

Section 9. Entire Agreement. This Agreement, in connection with the unaffected portions of the original Cone Camp Lease, contains the entire agreement of the Parties hereto with respect to the matters contained herein and supersedes all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. No waiver or modification of this Agreement shall be binding unless consented to by the Parties in writing.

Section 10. Cooperation; Further Acts. The Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. The Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary, appropriate or convenient to carry out the purposes of this Agreement.

Section 11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California.

Section 12. Attorneys' Fees. In an action or proceeding involving a dispute between the Parties arising out of this Agreement, including arbitration, the prevailing Party shall be entitled to receive from the other Party, reasonable attorneys' fees. The term "attorneys' fees" shall include reasonable costs for investigating the action, conducting discovery, cost of appeal, costs

and fees for expert witnesses, and all other normally allowable costs incurred in such litigation, whether or not such litigation is prosecuted to final judgment.

Section 13. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Section 14. Construction; Captions. The language of this Agreement shall be construed according to its fair meaning, and not for or against any Party hereto based on authorship. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

Section 15. Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, it is the intention of the Parties that the remainder of this Agreement shall continue in full force and effect.

Section 16. Incorporation of Recitals. The Recitals are incorporated herein and made an operative part of this Agreement.

Section 17. Authority to Enter into Agreement. The Parties warrant they have all requisite power and authority to execute and perform this Agreement. Each person executing this Agreement on behalf of their party warrants that he or she has the legal power, right, and authority to make this Agreement and bind his or her respective Party, and that in so doing, such Party is not thereby in breach of any other contract or agreement.

Section 18. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Section 19. Assignment. Neither Party shall assign its rights or delegate its responsibilities hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld. This Agreement, including the rights of first refusal and options granted hereunder, shall be binding on all successors and is intended to and shall run with the land.

Section 20. Recordation. Within fifteen (15) days of the Effective Date, the Parties shall have this Agreement recorded with the County Recorder for the County of San Bernardino, State of California.

ROBERTSON'S READY MIX, LTD.,
a California limited partnership
By: Robertson's Ready Mix, Ltd.
a California corporation
Its General Partner

By: _____
Dennis Troesh
Its: President

July 29, 2003

Date: 8/11/03

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT,
a political subdivision of the State of California

By: _____
Sterling Woodbury

Its: President of the Board of Directors

Date: 8/11/03

State of California)
) ss.
County of Riverside)

On July 29, 2003, ~~2003~~, before me Susan J. Howard, notary public, personally appeared Dennis Troesh, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal

Susan J Howard

SUSAN J. HOWARD
Commission # 1314530
Notary Public - California
Riverside County
My Comm. Expires Jul 20, 2005

State of California)
) ss.
County of Riverside)

On August 11, 2003, before me Colleen E. Theuer, notary public, personally appeared Sterling Woodbury, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal

Colleen E. Theuer

COLLEEN E. THEUER
Commission # 1262640
Notary Public - California
San Bernardino County
My Comm. Expires May 4, 2004

Exhibit List

Description	Designation:
Cone Camp Lease	A
Concept Plan	B
Task Force Agreement	C
Allocation Agreement Between Robertson's and Cemex	D
Legal Description of Portion of Mancino Property Excluded from "Premises" of Original Cone Camp Lease	E

Exhibit 5

2010 State Water Rights Filing

[FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2010

Primary Owner: SAN BERNARDINO VALLEY W C D
Application Number: A002217
License Number: 002831

Compliance with License Terms and Conditions	
The project has been abandoned and I request revocation of my water right license	No
I have reviewed my water right license	Yes
I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	

Purpose of Use	
Other	Groundwater Recharge

Month	Amount directly diverted or collected to storage (Acre-Feet)	Amount used (Acre-Feet)
January	241.0	0.0
February	285.0	0.0
March	1412.0	0.0
April	1977.0	0.0
May	1756.0	0.0
June	0.0	0.0
July	0.0	0.0
August	0.0	0.0
September	0.0	0.0
October	0.0	0.0
November	0.0	0.0
December	0.0	0.0
Total	5671	0

Month	Maximum Rate of Diversion (CFS)
January	
February	
March	
April	
May	

June	
July	
August	
September	
October	
November	
December	

Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage	Method used to measure water level
NA	No	0.0	No	0.0	NA

Conservation of Water	
Are you now employing water conservation efforts?	Yes
Description of water conservation efforts	Cooperative Water Recharge for Basin
Amount of water conserved	5671.0 Acre-Feet

Water Quality and Wastewater Reclamation	
During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	No
Amount of reclaimed, desalinated, or polluted water used	

Conjuctive Use of Groundwater and Surface Water	
During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No
Amounts of groundwater used	

Additional Remarks
Maximum Rate of Diversion not recorded for 2010 Cooperative Recharge with the Region's water entities occurs additional explanation is shown in the attached file.

Attachments	
File Name	Size
Water Rights Filing Explanaiton Final June 27 2011.pdf	13 KB

Contact Information of the Person Submitting the Form	
First Name	Daniel
Last Name	Cozad
Relation to Water Right	Authorized Official
I read the above and agree	Yes

[FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2010

Primary Owner: SAN BERNARDINO VALLEY W C D
Application Number: A004807
License Number: 002832

Compliance with License Terms and Conditions	
The project has been abandoned and I request revocation of my water right license	No
I have reviewed my water right license	Yes
I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	

Purpose of Use	
Other	GROUND WATER RECHARGE

Month	Amount directly diverted or collected to storage (Acre-Feet)	Amount used (Acre-Feet)
January	0.0	0.0
February	0.0	0.0
March	0.0	0.0
April	0.0	0.0
May	0.0	0.0
June	0.0	0.0
July	0.0	0.0
August	0.0	0.0
September	0.0	0.0
October	39.0	39.0
November	0.0	0.0
December	268.0	268.0
Total	307	307

Month	Maximum Rate of Diversion (CFS)
January	0.0
February	0.0
March	0.0
April	0.0
May	0.0

June	0.0
July	0.0
August	0.0
September	0.0
October	0.0
November	0.0
December	0.0

Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage	Method used to measure water level
ASDF	No	0.0	Yes		STICK

Conservation of Water	
Are you now employing water conservation efforts?	Yes
Description of water conservation efforts	Cooperative Groundwater Management with Regional Agencies.
Amount of water conserved	307.0 Acre-Feet

Water Quality and Wastewater Reclamation	
During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	No
Amount of reclaimed, desalinated, or polluted water used	

Conjuctive Use of Groundwater and Surface Water	
During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No
Amounts of groundwater used	

Additional Remarks
Maximum Rate of Diversion not recorded for 2010 Cooperative Recharge with the Region's water entities occurs additional explanation is shown in the attached file.

Attachments	
File Name	Size
Water Rights Filing Explanaiton Final June 27 2011.pdf	13 KB

Contact Information of the Person Submitting the Form	
First Name	Daniel
Last Name	Cozad
Relation to Water Right	Authorized Official
I read the above and agree	Yes

SWRCB Annual Water Rights Report

Annotation to Accompany Filings by SBVWCD and SBVMWD/WMWD

During 2010, the San Bernardino Valley Water Conservation District (SBVWCD) and San Bernardino Valley Municipal Water District (SBVMWD)/Western Municipal Water District (WMWD) diverted water at the Cuttle Weir to replenish the groundwater basin. Each agency's season of diversion, total quantity of diversion and water rights are listed in the following table.

Agency	Season of Diversion	Total Quantity of Water Diverted	Water Right
SBVWCD	1/1/10 to 5/31/10	5,671 af	License No. 2831
SBVMWD/WMWD	6/29/10 to 12/31/10*	14,934 af	Permit No. 21264
SBVWCD	10/1/10 to 12/31/10	307 af	License No. 2832

* The State Water Resources Control Board issued Permit No. 21264 on June 29, 2010.

Diversion of approximately 882 acre feet to replenish the groundwater basin were shifted outside the Season of Diversion due to operations of the Seven Oaks Dam by the USACOE and are not being accounted for in this table. Such diversions occurred under water rights, jointly utilized under the Santa Ana River and Mill Creek Cooperative Water Project.

Additionally, SBVMWD/WMWD and SVBWCD are finalizing negotiations to expand our contractual relationships to cooperatively utilize and expand District facilities to maximize the water diverted for recharge jointly under these permits and licenses. Notwithstanding our intentions, should these negotiations for cooperative agreement not be fruitful, both districts may need to revise their filings.

AGREEMENT FOR THE COOPERATIVE USE OF UNUSED WELL CAPACITY, THE TEXAS GROVE RESERVOIR AND THE CENTRAL FEEDER

This Agreement for the Cooperative Use of Unused Well Capacity, the Texas Grove Reservoir and the Central Feeder ("Agreement") is entered into and effective this 2nd day of April , 2013 ("Effective Date") by and between the City of Redlands ("City") and San Bernardino Valley Municipal Water District ("Valley District"). City and Valley District are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

Recitals

A. City owns the 3.9 million gallon Texas Grove Reservoir, which is shown on the map attached hereto as Exhibit "A" and incorporated herein by reference. The Texas Grove Reservoir is located adjacent to the Valley District Redlands Pump Station.

B. Valley District desires to purchase 2.3 million gallons of capacity in the existing City of Redlands' Texas Grove Reservoir which is already intertied with the Valley District Central Feeder system.

C. City is willing to sell Valley District 2.3 million gallons of capacity in the Texas Grove Reservoir.

D. City owns various water wells that deliver water to the Texas Grove Reservoir.

E. Valley District has constructed the Central Feeder Project Phase 1, which includes the Redlands Pump Station and a 78-inch pipeline (the "**Central Feeder**") that connects to the Metropolitan Water District of Southern California's Inland Feeder Pipeline and the East Branch Extension of the State Water Project. The Central Feeder is shown on the map attached hereto as Exhibit "A." Valley District further intends to construct new wells in the San Bernardino Basin Area (the "**SBBA**"), in, or upstream of, the Area of Historic High Groundwater (the "**AHHG**" or the "**Pressure Zone**") that could deliver water to the Central Feeder.

F. From time to time, Valley District intends to use its proposed wells to dewater the AHHG during periods when the Boards of Directors for Valley District and Western Municipal Water District (**"Western"**) agree additional extractions are needed to mitigate the risks associated with high groundwater which include the flooding of basements and the increased risk of property damage and personal injury from soil liquefaction during an earthquake. These Valley District wells may also be used to extract: (i) State Water Project water that has been "banked" in the SBBA, (ii) Western's portion of Santa Ana River water diverted and stored in the SBBA under State Water Resources Control Board permits 21264 and 21265, or (iii) "new conservation water," as defined in the *Western* Judgment (*Western Municipal Water District et al. v. East San Bernardino County Water District et al.*, Riverside County

SBVMWD LEGAL
DOCUMENT 2392

Superior Court Case No. 78426, April 17, 1969) and determined by the Western-San Bernardino Watermaster that is banked in the SBBA. Additionally, Valley District intends to consult with other water agencies with interests in the SBBA, by working with the Basin Technical Advisory Committee, in order to ensure Valley District and Western Boards of Directors are provided with the most up-to-date technical information upon which to base decisions.

G. To postpone the need to construct its own wells and related transmission pipelines, Valley District desires to utilize the City's water wells when the City is not using such wells (unused capacity) to pump and deliver water to the Central Feeder via the Texas Grove Reservoir and Redlands Pump Station.

H. City wishes to make its unused water well capacity available to Valley District provided that it does not cause lower water levels and, thereby, increase pumping costs for City's own customers nor cause water quality degradation for Total Dissolved Solids ("**TDS**") in the SBBA that causes Redlands Wastewater Treatment Plant discharges to exceed permitted concentrations.

I. City and Valley District, in addition to other parties, entered into the "Settlement Agreement Relating to the Diversion of Water From the Santa Ana River System (the "**Seven Oaks Accord**")" on July 21, 2004. One of the provisions of the Seven Oaks Accord provides for participation in a "groundwater spreading program" that would, among other things, maintain groundwater levels at relatively constant levels in the SBBA.

J. Valley District and the Santa Ana Regional Water Quality Control Board entered into the "Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Uses of Imported Water in the Santa Ana River Basin" (the "**RWQCB Agreement**") on January 16, 2008, which requires preparation of a report on water quality conditions in the SBBA every three years.

K. City and Valley District wish to cooperate in the operation of facilities for the mutual benefit of the Parties.

Agreements

1. *Valley District Purchase of Storage Rights in the Texas Grove Reservoir*

   a. *Storage Rights.* City hereby sells, and Valley District hereby purchases, all rights to the use of the upper 2.3 million gallons of usable storage capacity in the existing Texas Grove Reservoir, for the life of the reservoir, which capacity is understood by the Parties to be at, or above, elevation 1338.9 feet MSL NGVD. City shall retain all storage rights to the use of that portion of the Texas Grove Reservoir below elevation 1338.9 feet MSL NGVD. Neither Party shall interfere

with the other Party's use of its share of the storage capacity of the Texas Grove Reservoir, unless such storage capacity is needed to meet fire fighting demands by City. In such instances, City shall have the right to use all water available in the Texas Grove Reservoir. City shall cooperate with Valley District and allow Valley District to construct City-approved facilities necessary to utilize Valley District's full storage rights in the Texas Grove Reservoir.

b. *Payment by Valley District for Storage Rights.* Valley District shall pay City the sum of $2,168,426 for the rights described in paragraph 1a within 30 calendar days after the Effective Date of this Agreement. Valley District will make such payment by electronic funds transfer into a fund approved by City. City shall provide Valley District with a written receipt, acknowledging payment in full, within 7 calendar days of the electronic funds transfer.

c. *Operation and Maintenance.* City shall be responsible for the day to day operation and maintenance of the Texas Grove Reservoir, except for the 42-inch nozzle connecting the Texas Grove Reservoir to Valley District's Redlands Pump Station which shall be the responsibility of Valley District.

(1) *Ordinary Operation and Maintenance.* City shall operate the Texas Grove Reservoir in accordance with the terms of this Agreement and in accordance with good engineering practices, including normal maintenance of the reservoir.

(2) *Substantial Work.* In the event City determines, in its reasonable engineering judgment, that substantial work (i.e., more than $50,000 in a calendar year) is needed to properly maintain the Texas Grove Reservoir, City shall promptly consult with Valley District and, before commencing any work, City shall give written notice to Valley District of: (i) the work to be performed, (ii) the estimated cost of the proposed work, and (iii) the contractor(s) that will perform work. City may only commence such work upon receipt of written approval from Valley District, which approval shall not be unreasonably withheld or delayed.

(3) *Emergency Circumstances.* Nothing in paragraph 1c(2) shall be construed to prevent City from taking any action it reasonably believes necessary in the event of an emergency. City shall notify Valley District of the existence of an emergency as soon as reasonably possible and shall, to the extent feasible under the circumstances, coordinate a response with Valley District.

(4) *Reimbursement by Valley District.* Valley District shall reimburse City for 63% of the costs to operate and maintain the Texas Grove Reservoir, as determined based on the calculations attached hereto as Exhibit "B" and

entitled "City of Redlands Reservoir #1 (Texas Grove Reservoir)." Reimbursable costs shall include, but not be limited to, actual and reasonable costs of City staff, consultants and contractors for operating and maintaining the Texas Grove Reservoir.

(5) *Invoices to Valley District.* City shall invoice Valley District for such operation and maintenance costs quarterly in arrears and Valley District shall pay such invoices within 30 calendar days of the date of the invoice. Invoices shall indicate, in reasonable detail, the cost of each action undertaken by City to operate and maintain the Texas Grove Reservoir, including the date of the service, the individuals performing the service, the hourly rate of such individuals, and the costs of any materials. In the event Valley District objects to any costs identified on an invoice, Valley District shall pay the undisputed costs and shall invoke the dispute resolution process described in paragraph 10c below for the objectionable costs.

2. *Term of Agreement.* This Agreement shall have an initial term of five years from its Effective Date and shall automatically renew for subsequent five-year terms thereafter unless terminated as provided for in paragraph 8 below.

3. *Cooperative Operation of City Wells and the Central Feeder*

a. *Delivery of Water by City to Valley District.*

(1) *Estimate of unused capacity by City.* No later than each November 1, City shall provide Valley District with a written estimate of the availability of water during the following calendar year, up to a maximum of 20,000 acre-feet. City shall make this estimate in its sole and reasonable discretion. City may base its estimate on hydrologic conditions, groundwater levels, facility limitations, demand for water within City, or any other reasonable factor.

(2) *Valley District Water Order.* No later than each December 1 of each year, Valley District shall provide City with a written order for water for the following calendar year, up to a maximum amount equal to City's estimate of unused capacity.

(3) *Water delivery to Texas Grove Reservoir.* City shall operate its water production and distribution systems to provide Valley District with the amount of water ordered by Valley District at the Texas Grove Reservoir. Valley District shall install or cause to be installed a meter to measure deliveries by City to Valley District. City shall have the right to read the

meter on a monthly basis and inspect the meter at least annually in order to ensure the accurate calculation of water delivered to Valley District.

(4) *Modification of City's Estimate.* The Parties understand and acknowledge that a number of factors, including but not limited to greater/lesser precipitation or changes in customer demand for water, may modify City's ability to supply Valley District with ordered water. It is the intent of the Parties that this Agreement not interfere with City's obligation to serve its customers.

(a) City may increase or decrease its estimate of water available to Valley District at any time during a calendar year as may be reasonable to provide water service to City's customers. City will use reasonable, good faith efforts to meet Valley District's water demands.

(b) In the event of an emergency, as defined in California Public Contract Code Section 1102, City may take any actions it deems reasonably necessary to respond to the emergency and provide water service to its customers. City shall promptly consult with Valley District and jointly develop a plan that will provide Valley District water as soon as practicable after the conclusion of the emergency.

b. *Payment by Valley District for Water.* Valley District shall pay City the actual production cost, as determined pursuant to paragraph 3b(1) below, and the Operations, Maintenance and Repair ("**OMR**") cost, as determined pursuant to paragraph 3b(2) below, for water delivered to Valley District at the Texas Grove Reservoir.

(1) *Payment for Production Cost.* Valley District shall pay City for City's actual cost of producing water pursuant to this Agreement. Such actual costs may be determined by using either: (i) energy and treatment costs for the water production facilities that City specifically operates to meet Valley District's water order or (ii) a weighted average cost of energy and treatment for all City facilities producing water during a period in which City delivers water to Valley District. City shall determine, and notify Valley District in writing, which method will be used to determine the actual cost of producing water for Valley District prior to delivery of water to Valley District. Absent notification, the Parties shall use method (ii) above until notice is given.

(2) *Payment for OMR Cost.* Valley District shall pay City's actual costs to operate, maintain and repair its water production and distribution facilities

(including, without limitation, production wells, booster pumps, treatment facilities, etc.) for the benefit of Valley District. Specifically, Valley District shall pay all costs, including staff time, associated with City's operation of its water production and distribution facilities to deliver water to Valley District. In addition, Valley District shall pay its fair share of City's costs to maintain and repair its water production and distribution facilities. This cost shall be equal to the City's actual per acre-foot cost for maintenance and repair of its water production and distribution facilities over the preceding three calendar years, multiplied by the number of acre-feet ordered by Valley District.

(3) *Invoices to Valley District.*

(a) *Production Cost Invoices.* City shall invoice Valley District for production costs at least quarterly in arrears and Valley District shall pay such invoices within 30 calendar days of the date of the invoice. Invoices shall indicate, method used to determine production costs as described in paragraph 3b(1), facilities used to provide Valley District water, and cost for chemicals and power used. In the event Valley District objects to any costs identified on an invoice, Valley District shall pay the undisputed costs and shall invoke the dispute resolution process described in paragraph 10c below for the objectionable costs.

(b) *OMR Cost Invoices.* City shall invoice Valley District for OMR costs at least quarterly in arrears and Valley District shall pay such invoices within 30 calendar days of the date of the invoice. Invoices shall indicate, in reasonable detail, the information necessary to calculate costs as described in paragraph 3b(2). For expenses and work outside of what should normally be expected, City shall identify expenses and/or work performed and include date expense was made or work was performed, facilities involved, the individuals or company performing the service, hourly rate of such individuals or company, and costs of any materials or service using the methodology provided on Exhibit "C." In the event Valley District objects to any costs identified on an invoice, Valley District shall pay the undisputed costs and shall invoke the dispute resolution process described in paragraph 10c below for the objectionable costs.

c. *Water Quality Reporting.* The City shall provide Valley District with copies of all reports submitted to the Santa Ana Regional Quality Control Board.

d. *Future Actions.* The Parties understand and acknowledge that this Agreement is intended not only to serve as the basis for cooperative operations beginning in 2013, but is also intended to serve as the basis for long-term cooperation. The Parties agree they will consider amending this Agreement at appropriate times to reflect additional facilities and new opportunities to improve the conjunctive management of the SBBA and/or water supply reliability for the San Bernardino Valley.

4. *Water Level and Water Quality Monitoring.* The Parties shall cooperate in monitoring water levels and water quality to ensure that the terms of this Agreement do not have an adverse impact on water levels or water quality in the SBBA.

a. The Parties shall monitor water levels using the Basin Technical Advisory Committee annual Regional Water Management Plan and/or, independently, to ensure compliance with the water level requirements of the Seven Oaks Accord.

b. The Parties agree to monitor any water quality impacts to Total Dissolved Solids ("**TDS**") using data provided in the triennial report prepared for the Santa Ana Regional Water Quality Control Board pursuant to the Santa Ana Regional Water Quality Control Board Agreement.

5. *Impacts to Water Levels.* If it is determined by the Parties that the water level requirements in the Seven Oaks Accord are not being met, Valley District will take one of the following actions:

a. *Stop taking deliveries.* Valley District will cease to water through City facilities until water levels are in compliance with the requirements of the Seven Oaks Accord.

b. *Deliver Exchange Water to City.* To offset the pumping costs associated with lower water levels, Valley District will provide water to City, on a 1:1 basis ("**Exchange Water**"), for deliveries made to Valley District after water levels are determined to be out of compliance with the Seven Oaks Accord and up until the point water levels are determined to be in compliance with the Seven Oaks Accord.

(1) *Sources of Exchange Water.* Valley District may obtain such Exchange Water from the State Water Project, from the Santa Ana River, from Mill Creek, from sources outside the SBBA or from "new conservation" as that term is defined in the *Western* Judgment (*Western Municipal Water District et al. v. East San Bernardino County Water District et al.* (Riverside County Superior Court No. 78426, April 17, 1969). The selection of sources of Exchange Water shall be within the sole discretion of Valley District but water diverted from the Santa Ana River shall not

comprise more than 50% of the Exchange Water delivered to City during any three-year reporting period, as defined in paragraph 4a below.

(2) *Delivery of Exchange Water.* Valley District shall deliver Exchange Water to City as soon as feasible but no later than three calendar years after the calendar year in which City delivered water to Valley District. Valley District shall deliver Exchange Water to one or more of the following agreed upon locations:

(a) San Bernardino Valley Water Conservation District Mill Creek Spreading Grounds;

(b) San Bernardino Valley Water Conservation District Santa Ana River Spreading Grounds;

(c) Bear Valley Mutual Water Company Airport Spreading Grounds;

(d) City's San Bernardino Avenue Spreading Grounds (formerly Bear Valley Mutual Water Company Judson Ponds);

(e) Such other spreading grounds that directly benefit City's wells and other wells in the surrounding area, as the Parties may determine through mutual consent in the future.

Valley District shall calculate and document deliveries of Exchange Water to City at the above locations in a manner that both Parties agree to be reasonable, recognizing that several of the above locations are owned by non-parties to this Agreement.

In the event Valley District is unable to deliver Exchange Water to City within a three consecutive calendar year time period, Valley District shall increase the amount of Exchange Water delivered to City by 5% of the overdue balance for every calendar year beyond the three calendar years allowed until the Exchange Water is delivered. The Parties shall use a "first-in, first-out" accounting to track Exchange Water for multiple years.

(3) *In-Lieu Recharge.*

(a) In the event spreading of Exchange Water is not prudent: (i) due to high groundwater conditions in the pressure zone, (ii) because such spreading would have adverse impacts on groundwater contaminants, or (iii) because City determines it would be beneficial for City to take deliveries of Exchange Water at a water treatment plant in lieu of the spreading grounds identified in

paragraph 5b(2), City may take deliveries of up to 50% of Exchange Water at its Horace Hinckley Surface Water Treatment Plant or Henry Tate Surface Water Treatment Plant, at its sole discretion. Valley District shall deliver the remaining Exchange Water to such locations that Valley District, in its sole discretion, determines appropriate for sound management of the SBBA.

(b) If City chooses to take delivery of Exchange Water at the Henry Tate Surface Water Treatment Plant, City may receive up to 10% of the total Exchange Water delivered in a calendar year at Henry Tate Surface Water Treatment Plant at no cost to the City.

6. *Impacts to Water Quality.* If it is determined by the Parties that pumping by City for delivery to Valley District, under the terms of this Agreement, is the sole cause for the City violating one or more of its permits from the Santa Ana Regional Water Quality Control Board, Valley District will take one of the following actions:

a. *Stop taking deliveries.* Valley District will cease to water through City facilities until water levels are in compliance with the Seven Oaks Accord.

b. *Recharge high quality water.* Valley District will recharge lower TDS water in a mutually agreeable locations until TDS has returned to acceptable levels.

c. *Any combination.* Valley District may use one, or both, of the above, at its discretion, to reduce the TDS level until the TDS has returned to mutually agreed upon acceptable levels.

d. *Violation of Santa Ana Regional Water Quality Control Board TDS discharge limit on Redlands wastewater plant.* In the event the Santa Ana Regional Water Quality Control Board orders City to remedy an increase in the TDS limit for City's wastewater treatment plant that the Parties agree has been caused by conditions derived by the activities associated with this Agreement, Valley District shall take any or all of the actions identified in subparagraphs a-c above until water quality has returned to acceptable levels. Additionally, Valley District and City will work together to resolve the condition with the Santa Ana Regional Water Quality Control Board identify a solution to the condition, and fund an appropriate solution.

7. *Natural Disaster or Civil Unrest.* In the event that the Texas Grove Reservoir suffers from substantial damage due to natural disaster (e.g., earthquake, flooding or otherwise) or due to civil unrest (e.g., rioting, terrorist attack, or otherwise), neither Party shall be obliged to rebuild/reconstruct the Texas Grove Reservoir in its current configuration or to its current capacity. Instead, the Parties shall promptly meet and confer, determine a rebuilding plan/configuration that is reasonable and financially feasible under the

circumstances at the time, and then rebuild/reconstruct the Texas Grove Reservoir as quickly as practicable.

8. *Termination of Agreement.* Either Party may terminate this Agreement, with or without cause, by providing written notice of termination to the other Party at least one year prior to the conclusion of the then-current term of this Agreement. Valley District's purchase of storage rights at, or above, elevation 1338.9 feet MSL NGVD shall survive termination of this Agreement and, after termination, Valley District may use its storage rights by supplying water available to Valley District from any source. In the event that Valley District has not completed its delivery of Exchange Water to City as required by paragraph 5b above, that obligation shall survive any termination of this Agreement.

9. *Indemnification.* Each Party shall defend and indemnify the other Party and the other Party's elected officials, officers, employees, agents and authorized volunteers from and against all claims, demands, or liability for damages arising out of the Party's performance of the terms of this Agreement where such liability is caused or claimed or alleged to be caused by the willful misconduct, sole negligence or active negligence of the Party or any person or organization for whom or which the Party is legally liable.

   In particular, Valley District shall defend and indemnify City's elected officials, officers, employees, agents and authorized volunteers for any and all claims, demands or liability arising from: (i) Valley District or its contractors' construction of the Central Feeder; (ii) the movement of groundwater contaminants due to the spreading of Exchange Water by Valley District and increased pumping; or (iii) a reduction in static groundwater levels due to extraction of water by City for delivery to Valley District.

   The provisions of this Section 9 shall survive any termination of this Agreement.

10. *Administration of Agreement*

   a. *Workers' Compensation.* Each Party certifies that it is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and each Party shall comply with such provisions before commencing the performance of any work under this Agreement. Each Party and any contractors or subcontractors shall keep workers' compensation insurance for their employees in effect during all work covered by this Agreement. Upon request, each Party shall provide the other with the certificate required by Labor Code section 3700.

   b. *Books and Records.* Each Party shall have access to and the right to examine the other Party's pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Agreement. The Parties

shall each retain all such books, documents, papers or other records to facilitate such review. Access to each Party's books and records shall be during normal business hours only. Nothing in this paragraph shall be construed to operate as a waiver of any applicable privileges.

c. *Disputes.* The Parties recognize there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree they may attempt to resolve disputes as follows:

(1) *Statement Describing Alleged Violation of Agreement.* A Party alleging a violation of this Agreement (the "**Initiating Party**") shall provide a written statement describing all facts it believes constitute a violation of this Agreement to the Party alleged to have violated the terms of this Agreement (the "**Responding Party**").

(2) *Response to Statement of Alleged Violation.* The Responding Party shall have sixty calendar days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party or to cure the alleged violation to the reasonable satisfaction of the Initiating Party. The Initiating Party and the Responding Party shall then meet within thirty calendar days of the date of the response to attempt to resolve the dispute amicably.

(3) *Mediation of Dispute.* If the Initiating Party and the Responding Party cannot resolve the dispute within ninety calendar days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by an employee of such Party. These representatives of the Initiating Party and the Responding Party may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be borne by the unsuccessful Party.

(4) *Reservation of Rights.* Nothing in this paragraph 10c shall require a Party to comply with the dispute resolution process contained herein, and each Party retains and may exercise at any time all legal and equitable rights and remedies it may have to enforce the terms of this Agreement.

11. *CEQA Compliance.*

The Parties have determined that, because the activities contemplated under the terms of this Agreement involve the cooperative use of existing facilities within the capacity of those

facilities and within the limits established by existing regulations, the implementation of this Agreement is exempt from environmental review pursuant to Title 14, section 15301 of the Code of California Regulations. Within five business days of the Effective Date of this Agreement, the Parties will file a Notice of Exemption with the County Clerk for the County of San Bernardino, which Notice is attached hereto as Exhibit "D" and incorporated herein by reference.

12. *General Provisions.*

a. *Authority.* Each signatory of this Agreement represents that he is authorized to execute this Agreement on behalf of the Party for which he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.

b. *Amendment.* This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.

c. *Jurisdiction and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the state of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

d. *Headings.* The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

e. *Construction and Interpretation.* This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

f. *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

g. *Partial Invalidity.* If, after the Effective Date of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

h. *Successors and Assigns*. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

i. *Waivers*. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

j. *Attorneys' Fees and Costs*. The prevailing Party in any litigation or other action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees (including fees for use of in-house counsel by a Party), expert witnesses' fees, costs of suit, and other necessary disbursements in addition to any other relief deemed appropriate by a court of competent jurisdiction.

k. *Necessary Actions*. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

l. *Representations and Warranties*. Each representation and warranty contained herein or made pursuant hereto shall be deemed to be material and to have been relied upon and shall survive the execution, delivery and termination of this Agreement.

m. *Compliance with Law*. In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

n. *Third Party Beneficiaries*. This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

o. *Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

p. *Notices*. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other

similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

CITY OF REDLANDS:

City of Redlands
35 Cajon Street
Redlands, CA 92373
(909) 798-7533
(909) 798-7535 (FAX)
Attn: Municipal Utilities and Engineering Director

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT:

San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408
(909) 387-9211
(909) 387-9247 (FAX)
Attn: General Manager

A Party may change its address for the receipt of notices by providing the other Party with notice of the same pursuant to this paragraph 12p.

CITY OF REDLANDS

By: _____
Pete Aguilar, Mayor

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
C. Patrick Milligan,
President, Board of Directors

ATTEST:

_____
Sam Irwin, City Clerk

Exhibit "A"
Facility Map

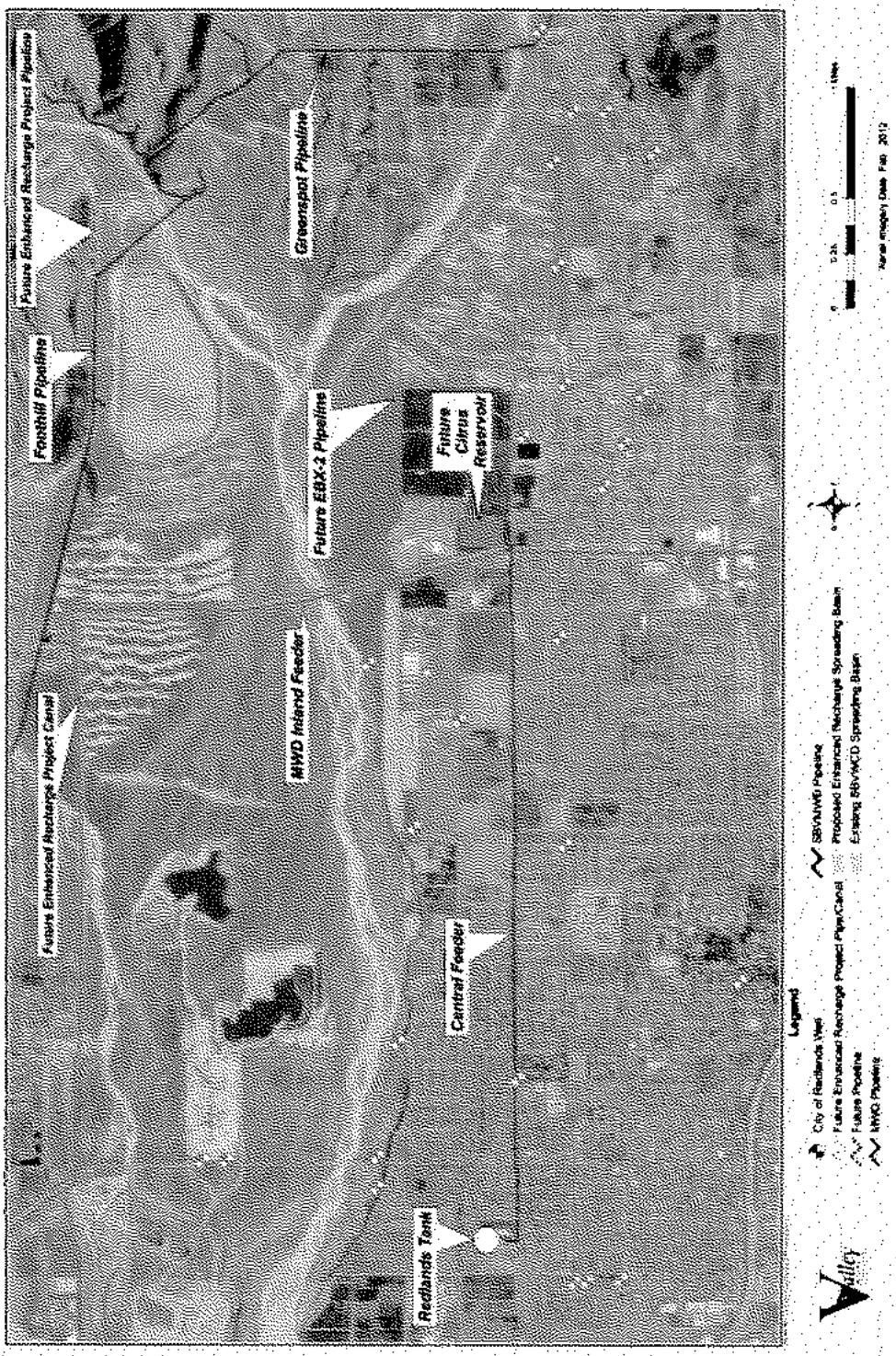

Exhibit "B"
Reimbursement Cost Calculations

CITY OF REDLANDS RESERVOIR #1 (TEXAS ST. RESERVOIR) CAPACITIES

AREA OF TANK

RADIUS	90.0 FT.	
PI	3.1416	
TOTAL AREA (AT) RAD*PI	25446.9 SQFT.	

HEIGHT OF WATER STORED IN TANK.

HIGH WATER SURFACE (H.W.S.)	1351.0 FT.	
BOTTOM OF TANK ELEVATION (TB)	1330.7 FT.	ELEVATION OF RING FOOTING
WATER HEIGHT (WC)	20.3 FT.	
VOLUME OF CONE (VC) VC=(PI*R^2*H)/3 R=90', H=1.0	8482.3 CUFT.	ACCOUNTS FOR VOLUME LOST DUE TO SLOPING TANK BOTTOM
MAX. WATER STORAGE CAPACITY ((AT*WC)-VC)	508853.2 CUFT.	
MAX. WATER STORAGE IN GALLONS	3806730.7 GAL.	7.481 GAL./CUFT.
MAX. USABLE STORAGE ((WC-1.0')*AT)	491888.6 CUFT	BOTTOM FOOT OF MAX. STORAGE IS NOT USABLE
MAX. USABLE STORAGE IN GALLONS (WSU)	3679818.5 GAL.	7.481 GAL./CUFT.

USABLE STORAGE FOR SBVMWD

H.W.S.	1351.0 FT.	
INVERT AT OUTLET OF STANDPIPE	1338.9 FT.	
MAXIMUM USABLE HEIGHT OF WATER (WU)	12.1 FT.	
SBVMWD USABLE STORAGE (AT*WU)	307907.5 CUFT.	
SBVMWD USABLE STORAGE IN GALLONS (WSV)	2303456.0 GAL.	7.481 GAL./CUFT.

COR USABLE STORAGE BELOW SBVWMD STORAGE

INVERT AT OUTLET OF STANDPIPE	1338.9 FT.	
HIGH POINT IN TANK = TB+1.0'	1331.7 FT.	
MAXIMUM USABLE HEIGHT OF WATER (WR)	7.2 FT.	
COR USABLE STORAGE (AT*WR)	183981.1 CUFT.	
COR USABLE STORAGE IN GALLONS (WSR)	1376362.5 GAL.	7.481 GAL./CUFT.

PERCENTAGE OF USABLE WATER STORAGE CALCULATED BY AGENCY

CITY OF REDLANDS	((WSR/WSU)*100%)	37.4%
SBVMWD	((WSV/WSU)*100%)	62.6%

Exhibit "C"

Operation Maintenance and Repair (OMR) shall be calculated as follows: total actual expenditures listed below (Expenditures), multiplied by the percent shown, divided by AF produced in City system multiplied by percent delivered to Valley District.

$$\frac{\text{Total Actual City Expenditures (\$)}}{\text{Total Production (acre-ft)}} \times (\text{\% Sold to Valley District}) = \$\_\_/AF$$

where,

Total Actual City Expenditures = 50% (4000* Salaries) + (4010 Overtime Salaries) + (4012 Stand By) + (5317 Service for Function Facility) + (5590 Street Repair) + 50% (5710_Special Contractual Services)

*Codes are from the City of Redlands Water Fund 501403

Exhibit "D"
Draft Notice of Exemption

Notice of Exemption

To: County Clerk
County of San Bernardino
222 W. Hospitality Lane
San Bernardino, CA 92415-0022

From:
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408

City of Redlands
35 Cajon Street
Redlands, CA 92373

Project Title: Agreement for Use of Water Facilities

Project Location - Specific: City of Redlands – Texas Grove Reservoir

Project Location - City: Redlands **Project Location - County:** San Bernardino

Description of Nature, Purpose and Beneficiaries of Project: The Project is an agreement between the San Bernardino Valley Municipal Water District ("Valley District") and the City of Redlands ("City") (collectively, the "Parties") providing for the cooperative use of existing water storage facilities and well capacity. Under the agreement, Valley District will purchase 2.3 million gallons of capacity in the City's existing Texas Grove Reservoir which is connected to Valley District's Redlands Pump Station that delivers water to Valley Districts Central Feeder Pipeline. Valley District will have an annual option of purchasing up to 20,000 acre-feet of existing well capacity to the extent such capacity is not needed by the City in any given year. The purpose of the Project is to postpone the need for Valley District to construct new water facilities in the area. The project involves the operation of existing facilities within existing limits established by applicable laws, regulations, agreements, and permits.

Name of Public Agency Approving Project: San Bernardino Valley Municipal Water District and City of Redlands

Name of Person or Agency Carrying Out Project: San Bernardino Valley Municipal Water District, City of Redlands

Exempt Status: *(check one)*

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Sec. 15301, 15303
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt: The Project is categorically exempt under section 15301 of the CEQA Guidelines because it involves the operation of existing facilities within existing limits established by applicable laws, regulations, agreements, and permits. Valley District will make use of existing storage and well capacity not needed by the City, thus there will be no expansion of those facilities. The connection between the Reservoir and existing pipelines is categorically exempt under section 15301 as an addition to existing structures, and alternatively is categorically exempt under section 15303 as an extension of an existing pipeline of the length necessary to serve the Reservoir.

Lead Agency
Contact Person: Doug Headrick, General Manager **Area Code/Telephone/Extension:** (909) 387-9226

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Date: Title: General Manager

☒ Signed by Lead Agency Date received for filing at OPR:

☐ Signed by Applicant

1299299.1

DATE FILED & POSTED
#435331

Notice of Exemption

To: County Clerk
County of San Bernardino
222 W. Hospitality Lane
San Bernardino, CA 92415-0022

From:
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408

City of Redlands
35 Cajon Street
Redlands, CA 92373

CLERK OF THE BOARD
APR 09 2013
COUNTY OF
SAN BERNARDINO

Project Title: Agreement for Use of Water Facilities

Project Location - Specific: City of Redlands – Texas Grove Reservoir

Project Location - City: Redlands **Project Location - County:** San Bernardino

Description of Nature, Purpose and Beneficiaries of Project: The Project is an agreement between the San Bernardino Valley Municipal Water District ("Valley District") and the City of Redlands ("City") (collectively, the "Parties") providing for the cooperative use of existing water storage facilities and well capacity. Under the agreement, Valley District will purchase 2.3 million gallons of capacity in the City's existing Texas Grove Reservoir which is connected to Valley District's Redlands Pump Station that delivers water to Valley Districts Central Feeder Pipeline. Valley District will have an annual option of purchasing up to 20,000 acre-feet of existing well capacity to the extent such capacity is not needed by the City in any given year. The purpose of the Project is to postpone the need for Valley District to construct new water facilities in the area. The project involves the operation of existing facilities within existing limits established by applicable laws, regulations, agreements, and permits.

Name of Public Agency Approving Project: San Bernardino Valley Municipal Water District and City of Redlands

Name of Person or Agency Carrying Out Project: San Bernardino Valley Municipal Water District, City of Redlands

Exempt Status: *(check one)*

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Sec. 15301, 15303
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt: The Project is categorically exempt under section 15301 of the CEQA Guidelines because it involves the operation of existing facilities within existing limits established by applicable laws, regulations, agreements, and permits. Valley District will make use of existing storage and well capacity not needed by the City, thus there will be no expansion of those facilities. The connection between the Reservoir and existing pipelines is categorically exempt under section 15301 as an addition to existing structures, and alternatively is categorically exempt under section 15303 as an extension of an existing pipeline of the length necessary to serve the Reservoir.

Lead Agency
Contact Person: Douglas Headrick, General Manager
Area Code/Telephone/Extension: (909) 387-9226

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Douglas Headrick Date: 4/8/13 Title: General Manager

☒ Signed by Lead Agency
☐ Signed by Applicant

Date received for filing at OPR:

1298299.1

State of California—Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE

2013 ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIPT# 438331

STATE CLEARING HOUSE # *(If applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY: San Bernardino Valley Municipal Water District — DATE: 4/9/13

COUNTY/STATE AGENCY OF FILING: San Bernardino County — DOCUMENT NUMBER:

PROJECT TITLE: Agreement for Use of Water Facilities + City of Redlands

PROJECT APPLICANT NAME: San Bernardino Valley Municipal Water District — PHONE NUMBER: (909) 387-9220

PROJECT APPLICANT ADDRESS: 380 East Vanderbilt Way — CITY: San Bernardino — STATE: CA — ZIP CODE: 92408

PROJECT APPLICANT *(Check appropriate box)*:

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$2,995.25	$
☐ Mitigated/Negative Declaration (ND)(MND)	$2,156.25	$
☐ Application Fee Water Diversion *(State Water Resources Control Board Only)*	$850.00	$
☐ Projects Subject to Certified Regulatory Programs (CRP)	$1,018.50	$
☑ County Administrative Fee	$50.00	$ 50.00
☑ Project that is exempt from fees		
☑ Notice of Exemption		
☐ DFW No Effect Determination (Form Attached)		
☐ Other _____		$ ϕ

PAYMENT METHOD: 3960103

☐ Cash ☐ Credit ☒ Check ☐ Other _____ TOTAL RECEIVED $ 50.00

SIGNATURE: X [signature] — TITLE: [signature]

WHITE - PROJECT APPLICANT YELLOW - DFW/ASB PINK - LEAD AGENCY GOLDENROD - COUNTY CLERK DFG 753.5a (Rev. 11/12)

San Bernardino Valley Municipal Water District

396103

CLERK OF THE BOARD 6600 · TAXES & LICENSES	NOTICE OF EXEMPTION TEXAS GROVE RESERVOIR	4/8/2013	50.00

CLERK OF THE BOARD OF SUPERVISORS
13 APR -9 PM 1:21
COUNTY OF SAN BERNARDINO
CALIFORNIA

CHECKING 50.00

San Bernardino Valley Municipal Water District

396103

CLERK OF THE BOARD 6600 · TAXES & LICENSES	NOTICE OF EXEMPTION TEXAS GROVE RESERVOIR	4/8/2013	50.00

CHECKING 50.00

PRODUCT SSLT104 USE WITH 91689 ENVELOPE MCBEE To Reorder: 1-800-662-2331 or www.mcbeeinc.com

2013 AGREEMENT REGARDING ADDITIONAL EXTRACTIONS OF NEW CONSERVATION WATER FROM THE SAN BERNARDINO BASIN AREA BETWEEN WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY AND SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

SBVMWD LEGAL
DOCUMENT 2402

2013 AGREEMENT REGARDING ADDITIONAL EXTRACTIONS OF NEW CONSERVATION WATER FROM THE SAN BERNARDINO BASIN AREA

This Agreement is entered into between San Bernardino Valley Municipal Water District ("Valley District") and Western Municipal Water District of Riverside County ("Western") on July 17, 2013.

RECITALS

A. Western and Valley District are parties to the Judgment in the case of *Western Municipal Water District of Riverside County v. East San Bernardino County Water District, et al.*, Riverside Superior Court No. 78426 ("Western Judgment" or "Judgment").

B. The Judgment is administered and enforced by a Watermaster, consisting of a committee of two persons, one representative nominated by Valley District, and one by Western.

C. The Judgment further implements the physical solution in the related Orange County Water District action, as well as determines the rights of the named Plaintiffs to extract water from the San Bernardino Basin Area ("SBBA"), and provide replenishment of the area above Riverside Narrows. Among other provisions, the Judgment provides that the annual "adjusted right" of each Plaintiff to extract and export water from the SBBA is the sum of (a) its base right, which was adjusted based on a determination of safe yield and is currently expressed as a percentage of safe yield; and (b) an equal percentage of any new conservation, provided the conditions described in the Judgment are met. Similarly, the Judgment provides that Valley District shall provide imported water for replenishment of the SBBA at least equal to the amount by which extractions in any five year period exceed the 1959-1963 "base period" extractions (such amount was reduced based on a determination of safe yield and may be increased by the amount of any new conservation).

D. "New Conservation" is defined in the Judgment as "[a]ny increase in replenishment from natural precipitation which results from operation of works and facilities not now in existence, other than those works installed and operations which may be initiated to offset losses caused by increased flood control channelization."

E. The Seven Oaks Dam is a component of the Santa Ana River Mainstem Project and was originally conceived as a way to address anticipated flooding on the Santa Ana River. In addition to providing flood control benefits and related incidental water conservation, Western and Valley District wished to formally include water conservation as an element of the facility. In 1991, Western and Valley District jointly filed an application to appropriate water conserved as part of the Seven Oaks project. The State Water Resources Control Board approved the application and issued permits to Western and Valley District in 2010.

F. Construction on the Dam began in the mid 1990s. Western, Valley District and Plaintiffs in the above-referenced action agreed to a methodology for participation in the project and a cost sharing formula pursuant to Paragraph VI(b)2 of the Judgment. Based on the cost sharing formula, Western, Valley District and Plaintiffs entered cost sharing agreements to study the feasibility of water conservation and to fund the physical improvements necessary to achieve water conservation in connection with the operation of the Dam.

G. The acquisition of the water rights permit and the related infrastructure improvements allow Western and Valley District to fully utilize water conserved by the project for replenishment of the SBBA.

H. As part of the 1991-2010 water rights permitting process, Western and Valley District developed models and other analytical tools to forecast hydrology and calculate water conservation. Over the last 2 years, a collaborative group of stakeholders has been meeting to further develop the models and procedures necessary to forecast long-term average New Conservation.

I. In addition to utilizing the recently-developed models and analytical tools to project future long-term average New Conservation, Watermaster has utilized the models and analytical tools to calculate the amount of New Conservation that occurred from 1998 through 2012. Watermaster was previously unable to calculate such New Conservation because the models and analytical tools were still being developed.

J. Consistent with the Judgment and cost-sharing agreements, Plaintiffs have paid their proportionate share of New Conservation-related costs through December 31, 2012 and are therefore entitled to the benefits associated with their allocated share of New Conservation that occurred from 1998 through 2012 due to operation of the Dam.

K. The Judgment does not provide a mechanism by which to allocate New Conservation retroactively. However, Paragraph VI(b)6 of the Judgment provides that Western and Valley District may enter into agreements providing for additional extractions from the SBBA. Western and Valley District have utilized Paragraph VI(b)6 in the past to allow additional extractions from the SBBA.

L. In addition, Western, Valley District and the City of Riverside are parties to an "Agreement Relating to the Diversion of Water from the Santa Ana River System" ("Diversion Agreement") dated March 20, 2007, wherein the parties acknowledge that water conservation in the SBBA associated with the operation of Seven Oaks Dam may cause adverse impacts on the Riverside Basin. The parties agreed that one method of mitigating such adverse impacts was to provide for additional Plaintiff extractions in the SBBA in an amount equal to the amount of replenishment in the SBBA that would have occurred in the Riverside Basin in the absence of the Seven Oaks Project, in exchange for a like amount of reduction in extractions in the Riverside Basin near the key wells used to measure Valley District's compliance with the Judgment objectives

M. Parties to the Diversion Agreement also agreed to implement an accounting methodology under the Western Judgment that will allow Plaintiffs to fully utilize their water

rights in the SBBA. In conjunction with this Agreement, the full use of such water rights could be facilitated by amending the August 18, 2004 Paragraph VI(b)6 agreement entitled "Western Replenishment and Extraction Agreement" which would allow Plaintiffs, in any year in which their entitlement was not fully used, to return any amount of water up to the amount of imported water previously acquired from Western.

N. The primary purpose of this Agreement is to provide for additional extractions of water from the SBBA by Plaintiffs and users within Valley District without replenishment by Valley District in amounts equal to the amount of New Conservation determined by Watermaster to have occurred from 1998 through 2012 due to operation of the Dam. As to future New Conservation associated with the operation of the Dam, Watermaster will utilize Paragraph VI(b)1, VI(b)2, and VI(c) to account for such New Conservation, as provided herein. In addition, another purpose of this Agreement is to ensure implementation of specific provisions of the 2007 Diversion Agreement related to New Conservation, as referenced in Recitals L and M, above.

O. Although the Judgment does not require court approval of Paragraph VI(b)6 agreements, the parties have historically sought court approval of such agreements.

NOW, THEREFORE, in consideration of the mutual covenants of the parties, and based upon the recitals above, IT IS HEREBY AGREED TO AS FOLLOWS:

1. Definition of Additional Extractions. As used herein, the term "additional extractions" means any extraction of water by Plaintiffs in the above-referenced action in excess of the amounts permitted by the Judgment; with respect to entities other than Plaintiffs in such action, the term means any extractions in excess of the total amount of water that can be produced from the SBBA without any replenishment obligation. No replenishment obligations shall be incurred on account of any additional extractions made pursuant to this Agreement.

2. Amount of Additional Extractions. Watermaster has determined that the total quantity of New Conservation resulting from operation of the Seven Oaks Dam for the period of 1998 through 2012 is 42,840 acre-feet. Consistent with the Judgment, such amount may be extracted by Plaintiffs and non-plaintiff entities producing water within the SBBA as additional extractions pursuant to this Agreement.

3. Allocation of Additional Extractions to Plaintiffs. Plaintiffs may make additional extractions from the SBBA for use within Western in any future year in the aggregate amount of 11,974 AF, or 27.95% of the 1998-2012 New Conservation water. Such amount shall be allocated among individual Plaintiffs as follows:

a.	City of Riverside	9,635 AF
b.	Meeks and Daley Water Co.	1,448 AF
c.	Riverside Highland Water Co.	793 AF
d.	Regents of University of California	98 AF

Such individual allocations are in proportion to Plaintiffs' respective shares of the safe yield of the SBBA.

4. Allocation of Additional Extractions to Other Entities. Entities in San Bernardino County other than Plaintiffs who produce water within the SBBA may make additional extractions from the SBBA in any future year in the amount of 30,866 AF, or 72.05% of the 1998-2012 New Conservation water.

5. Periodic Changes in Paragraph VI(b) and VI(c) Allowable Extractions. Periodically Watermaster shall consider making changes in:

(a) the portion of Plaintiffs' "adjusted right" related to New Conservation determined pursuant to Paragraph VI(b); and

(b) the New Conservation to which users in Valley District are entitled pursuant to Paragraph VI(c).

Such periodic consideration and any resulting changes shall be made to ensure that over a long-term period, equal to or greater than the number of years used to forecast the average amount of New Conservation, the amount of New Conservation allowed to be extracted is the same as it would have been if the New Conservation had been made available to Plaintiffs and users within Valley District each year in amounts equal to the actual amount of conserved water that is replenished. Any change shall be made prospectively in order to ensure that such change does not result in a change or reconciliation of a prior year "adjusted right" for Plaintiffs or an amount of New Conservation available for use by users within Valley District.

Periodic consideration of changes in the allowable extractions related to New Conservation shall occur for the duration of the forecast period at intervals of not less than five years nor more than ten years. The periodic consideration of change in the long-term average increase in allowable extractions related to New Conservation shall account for physical improvements in storage, diversion or recharge capability that may result in an increase in the forecast of the long-term average amount of New Conservation; and prospectively account for changes in the long-term forecast that arise from annual determinations of actual New Conservation and/or improvements in the data base and the analytical tools and procedures used to forecast New Conservation.

6. Paragraph VI(b) Service Area Delivery Limitations. The service area delivery limitations provided in Paragraphs V and VI of the Western Judgment shall not apply to New Conservation.

7. Assignment. Any Plaintiff may assign all or a portion of that Plaintiff's right to make additional extractions, as provided in Paragraph 3 herein, to any other Plaintiff.

8. Potential Reductions in Additional Extractions. If at any time prior to the extraction of all additional extractions pursuant to this Agreement Watermaster determines that New Conservation that occurred from 1998-2012 is causing a decrease in the natural safe yield of the SBBA by increasing subsurface outflow or rejecting native recharge that would have

occurred in the absence of Seven Oaks Dam, then Watermaster shall reduce the then-remaining amount of additional extractions provided for in Paragraph 2 and the subsequent amounts allocated to Plaintiffs and Valley District in Paragraphs 3 and 4 by an amount equal to the increase in subsurface outflow or rejected native recharge.

9. Annual Reports. Watermaster shall exclude any additional extractions under this Agreement from extractions in the Annual Report Tables 3A through 3D showing extractions by Plaintiffs. Watermaster shall also exclude additional extractions by entities other than Plaintiffs from the determination of extractions in Table 2 of the Annual Report.

10. Riverside Basin Mitigation Account. Any amount of replenishment in the SBBA resulting from the operation of Seven Oaks Dam and related diversion and spreading facilities that, in the absence of such operation, would have been replenished in the Riverside Basin, shall not be considered New Conservation and shall not be allocated for use by Plaintiffs and users within Valley District and shall instead be included in a Riverside Basin Mitigation Account. Watermaster shall maintain a record of the amount of water in the Riverside Basin Mitigation Account. Western shall maintain in force an agreement with the City of Riverside that provides for the City to increase extractions from its wells in the SBBA by a specified amount and reduce extractions from its Flume Tract wells in the Riverside Basin by the same amount. The agreement shall provide that such change in the location of extractions is subject to the following:

(a) Western and Valley District will jointly determine the specified amount of the change in extractions and the time period for such change; and

(b) The City of Riverside will change the location of extractions as determined by Western and Valley District unless Riverside is unable to do so because of physical or prior contractual constraints.

Watermaster shall account for the required extractions from the SBBA as additional extractions pursuant to Section 9 of this agreement and shall include the amount of the additional SBBA extractions as an extraction by the City of Riverside from Riverside North in the Annual Report Table 5.

11. Amendment to the Paragraph VI(b)6 Western Replenishment and Extraction Agreement. Paragraph 5 of the "Western Replenishment and Extraction Agreement" dated August 18, 2004 is hereby amended to also provide that, "Any Plaintiff at its option may assign and transfer to Western an amount of water equal to its unused water right in the SBBA in any year provided the aggregate amount of such transfers may not exceed the Plaintiffs aggregate amount of previously transferred right to extract imported water pursuant to this paragraph."

Date: July 16, 2013

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
President

By: _____
Secretary

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

By: _____
President

By: _____
Secretary

APPROVED AS TO FORM:

By: _____
Jill N. Willis
Best Best & Krieger

By: _____
David R. E. Aladjem
Downey Brand LLP

DEPARTMENT OF PUBLIC WORKS

FLOOD CONTROL • LAND DEVELOPMENT & CONSTRUCTION • OPERATIONS
SOLID WASTE MANAGEMENT • SURVEYOR • TRANSPORTATION

COUNTY OF SAN BERNARDINO

825 East Third Street • San Bernardino, CA 92415-0835 • (909) 387-8104
Fax (909) 387-8130

GERRY NEWCOMBE
Director of Public Works

July 26, 2013

Mr. C. Patrick Mulligan, President
Board of Directors
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408

Re: **PLANNING MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT – AGREEMENT NO. 13-608**

Dear Mr. Mulligan:

Please find enclosed the executed copy of the above-referenced agreement which was approved, by the Board of Supervisors on behalf of the San Bernardino County Flood Control District on July 23, 2013, for your records.

If you have any questions, please contact Kenneth Eke at (909) 387-8120

Sincerely,

D Stuwell for

KENNETH C. EKE, P.E., Chief
Flood Control Planning Division

KE:dja

Enclosure

cc: Front File
Reading File

SBVMWD LEGAL
DOCUMENT **2404**

GREGORY C. DEVEREAUX
Chief Executive Officer

Board of Supervisors
ROBERT A. LOVINGOOD, First District
JANICE RUTHERFORD, Second District
JOSIE GONZALES, Fifth District
JAMES RAMOS, Third District
GARY C. OVITT, Fourth District

REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS OF THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND RECORD OF ACTION

July 23, 2013

FROM: **GERRY NEWCOMBE, Director**
Flood Control District

SUBJECT: **PLANNING MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

RECOMMENDATION(S)

Acting as the governing body of the San Bernardino County Flood Control District, approve a ten year Planning Memorandum of Understanding **(Agreement No. 13-608)** between the San Bernardino County Flood Control District and the San Bernardino Valley Municipal Water District for the purpose of working together in the planning and evaluation of San Bernardino County Flood Control District facilities for joint use by the San Bernardino County Flood Control District and the San Bernardino Valley Municipal Water District for both flood control and groundwater replenishment operations.
(Presenter: Gerry Newcombe, Director, 387-7906)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Pursue County Goals and Objectives by Working with Other Public Agencies.
Implement the Countywide Vision.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The Planning Memorandum of Understanding (MOU) does not commit the San Bernardino County Flood Control District (FCD) to any expenditure other than staff time which has been accounted for in the 2013-14 budget. Site specific agreements may be brought to the Board of Supervisors at a later date that will contain provisions bringing revenue to FCD.

BACKGROUND INFORMATION

Approval of this item will authorize FCD to enter into an MOU with the San Bernardino Valley Municipal Water District (Valley District) to work cooperatively in the planning and evaluation of the possible joint use of FCD's facilities for both flood control and groundwater replenishment operations. The MOU does not bind FCD to any project. Any proposed use of FCD properties by Valley District that originates from this MOU is at the sole discretion of FCD.

cc: Flood Control-Eke w/agreement & Newcombe
Contractor c/o Flood Control w/agreement
Auditor-Controller/Treasurer/Tax Collector-Accounts Payable Manager w/agreement
EBIX-BPO c/o Risk Management
CAO-Nelson & Olhasso
File - w/agreement
ml 07/25/13
ITEM 42

Rev 7-1-13

Record of Action of the Board of Supervisors

APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
County Flood Control District

MOTION	AYE	AYE	SECOND	MOVE	AYE
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: July 23, 2013

FCD owns and operates a number of flood control facilities within Valley District's operational boundaries. Valley District and FCD first entered into a cooperative agreement for Valley District to deliver water to several FCD detention basins for purposes of recharging the groundwater basin in 1972, and both agencies have continued to cooperatively use these facilities ever since. Valley District is now interested in expanding the number of facilities used in this effort, in addition to upgrading the facilities currently used, in order to maximize the amount of water recharge performed while acknowledging the primary goal of FCD facilities is to maintain adequate flood protection for the safety and protection of the public. FCD and Valley District wish to jointly explore the opportunities to use existing flood control basins and perhaps other facilities owned by either party, for the combined purposes of adequate flood control and useful and beneficial water replenishment operations. The MOU establishes the framework for FCD and Valley District to work together to plan and evaluate the environmental, operational and financial impacts of such combined use of their facilities. The MOU does not authorize or guarantee any specific project and the parties will comply with the California Environmental Quality Act (CEQA) prior to approving any specific project. Any future use of a facility shall be subject to the parties' approval of a site specific agreement. The MOU remains in effect for a term of ten years and provides that the parties may agree to extend the MOU for subsequent ten-year periods. Either party may terminate the MOU prior to its expiration date, but only if there is cause (e.g. breach of the agreement), and after providing the other party a 60-day written notice and opportunity to cure.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Scott Runyan, Deputy County Counsel, 387-5455) on June 28, 2013, County Administrative Office (Cory Nelson, Administrative Analyst, 387-4378) on July 1, 2013, and Finance and Administration (Mary Jane Olhasso, Assistant Executive Officer, 387-4599) on July 8, 2013.

FOR OFFICIAL USE ONLY

ORIGINAL

San Bernardino County
Flood Control District

F A S

CONTRACT TRANSMITTAL

☒ New ☐ Change ☐ Cancel	FAS Vendor Code	SC	Dept.	A	Contract Number 13-608
ePro Vendor Number					ePro Contract Number
Flood Control District		Dept. 094	Orgn. 094		Contractor's License No.
Contract Representative: Kenneth C. Eke, Chief, FC Planning Division		Telephone: 909-387-8120			Total Contract Amount

Contract Type: ☐ Revenue ☐ Encumbered ☐ Unencumbered ☒ Other: Grant

If not encumbered or revenue contract type, provide reason:

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount
			$	

Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
RFL	093	093			F02481	
RFF	092	092			F02482	

Project Name: PLANNING MOU SBVMWD

Estimated Payment Total by Fiscal Year

FY	Amount	I/D	FY	Amount	I/D
FY 13/14					

CONTRACTOR San Bernardino Valley Municipal Water District

Federal ID No. or Social Security No.

Contractor's Representative C. Patrick Mulligan, President, Board of Directors

Address 380 East Vanderbilt Way, San Bernardino, CA 92408 Phone 909-387-9200

Nature of Contract: Planning Memorandum of Understanding (MOU) between the San Bernardino County Flood Control District (FCD) and the San Bernardino Valley Municipal Water District (Valley District) to work cooperatively in the planning and evaluation of the possible joint use of FCD's facilities for both flood control and groundwater replenishment operations.

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to Board for Signature
► Counsel	►	►
Date 7-19-13	Date 7/22/13	Date 7/22/13

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.

Auditor-Controller/Treasurer/Tax Collector Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

Revised 03/22/2012

Planning Memorandum of Understanding
San Bernardino County Flood Control District (FCD) and
San Bernardino Valley Municipal Water District (Valley District)

1. *Recitals*

a. WHEREAS, the FCD was created by the San Bernardino County Flood Control Act of 1939, found in Chapter 43 of the California Water Code Appendix (Flood Control Act), and its primary statutory objects and purposes are to provide for the control of flood and storm waters and secondarily to conserve such flood and storm waters, and other waters, for beneficial uses in FCD's district area by spreading, storing, retaining, and through percolation.

b. WHEREAS, Valley District was formed in 1954 as a regional agency formed to plan a long-range water supply for the San Bernardino Valley and it imports water into its service area from the State Water Project and manages groundwater storage within its boundaries.

c. WHEREAS, FCD owns and operates a number of flood control facilities within Valley District's boundaries.

d. WHEREAS, Valley District and FCD first entered into a cooperative agreement for Valley District to deliver water to FCD detention basins for purposes of recharging the groundwater basin in 1972, and Valley District and FCD have continued to cooperatively use these facilities ever since.

e. WHEREAS, Valley District is interested in continuing to cooperatively use FCD's flood control facilities to promote groundwater recharge while acknowledging the primary goal of FCD facilities to maintain adequate flood protection for the safety and protection of the public.

f. WHEREAS, as a general matter, FCD and Valley District wish to jointly explore the opportunities to use existing flood control basins (and perhaps other facilities owned by either party) for the combined purposes of adequate flood control and useful and beneficial water replenishment operations.

g. WHEREAS, FCD and Valley District wish to enter into this Planning Memorandum of Understanding (MOU) to describe in general terms their interests in coordinating their efforts to plan and evaluate the environmental and financial impacts of such combined use of FCD's facilities.

h. WHEREAS, as provided herein, this MOU does not authorize nor guarantee any specific project and the parties will comply with the California Environmental Quality Act (CEQA) prior to approving any specific project.

NOW, THEREFORE, it is mutually agreed as follows:

2. *Understandings*

a. *Priorities*

i. The parties recognize that flood control is a higher, better and more necessary public use of the property and facilities owned by the FCD pursuant to the Flood Control Act and other state and federal law. This MOU shall be subject to the paramount legal duties and obligations of FCD pursuant to the Flood Control Act.

ii. The FCD shall have the sole discretionary authority to determine what constitutes "adequate flood protection" for the operation of its facilities.

iii. FCD shall have the sole discretionary authority to determine which of its facilities are available for use in re-charge activities proposed by the Valley District. Any future use of a FCD facility shall be subject to the parties' approval of a site specific agreement.

iv. Based on the priorities and discretion provided in this Section 2.a., "Priorities", as well as the general planning nature of this MOU, FCD and Valley District acknowledge and agree that no implied covenants attach to this agreement, including, but not limited to, the implied covenant of good faith and fair dealing.

b. *Term*

This MOU shall have a term of 10 years from the date on which the last party executes this MOU. This MOU may be extended by the parties for subsequent 10-year periods, subject to approval by both parties.

c. *General Planning Efforts*

i. Once a specific plan is initiated by Valley District for the specific use of a particular flood control facility, the parties agree to allocate sufficient staff time and resources to evaluate the joint use/operation of that existing facility for adequate flood control purposes in conjunction with water replenishment. Valley District shall provide to FCD all of the details associated with the proposed use for each FCD facility including, but not limited to, any proposed improvements (including a statement as to which entity will own the improvements after a project specific agreement terminates) and a proposed operational plan for each FCD facility. This information will also include the amount of estimated recharge for both

native stormwater and State Water Project water (if any), or other sources of water, for each facility, and quality of such water.

ii. The joint evaluation may consider replenishment with both native water and water from the State Water Project or other sources and shall also consider the potential effects of groundwater replenishment to the environment, including, but not limited to, an evaluation of whether such activities will introduce water quality pollutants or mobilize existing groundwater contamination, or will cause land subsidence, liquefaction, or seepage to low lying lands in any basin to be impacted by the replenishment activities of Valley District. The parties acknowledge that Valley District will be the agency primarily leading this evaluation as it has the appropriate expertise concerning groundwater storage and the quality of waters from sources such as the State Water Project. FCD will independently review Valley District's evaluation.

iii. Considering the statutory purposes of the FCD and the goals of Valley District, both parties agree that they will determine, on a case by case basis, which agency will be in charge of seeking permits for projects and which agency will be the "Lead Agency" for purposes of complying with CEQA.

iv. Valley District will work cooperatively with FCD towards Valley District's goal of maximizing the quantity of water that can be replenished annually from the existing flood control basins, while maintaining or improving the protection of the public from the dangers of flooding. In general, FCD will not object to Valley District's use of FCD's fee owned properties or the modification of existing flood control basins that are owned in fee by FCD by means of the installation of dual-purpose facilities, *provided* that: (i) Valley District is responsible for all regulatory and other costs associated with said activities, and (ii) the incremental cost of those modifications is paid by Valley District, and (iii) FCD reviews and is satisfied with the individual circumstances surrounding the proposed project and the existing flood control facility. Nothing in this paragraph is intended to alter the sole discretionary authority of the FCD concerning the uses of its facilities.

v. The parties will also collaborate with other local, state and federal agencies with regulatory authority over these activities, including, but not limited to, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the California Regional Water Quality Control Board, the California Department of Fish and Wildlife and any others.

vi. Valley District agrees to pay a reasonable use fee for the use of the FCD's land and facilities as agreed to by both parties on a case by case basis.

vii. Valley District acknowledges and agrees that future project specific agreements with FCD will include indemnification and insurance provisions developed by FCD's counsel and FCD's Risk Management Department that adequately protect FCD from any and all claims, actions, losses, and damages arising out of the water conservation and replenishment activities described in this MOU. The parties agree that such indemnification and insurance provisions will be negotiated in consideration of the individual circumstances surrounding each existing flood control facility on a case-by-case basis.

viii. Valley District acknowledges and agrees that future project specific agreements with FCD will also require FCD permits.

3. *General Provisions*

a. *Early Termination.* Either party may terminate this agreement prior to its expiration date for cause, *provided* that it has provided 60-day written notice and opportunity to cure to the other party prior to termination.

b. *Recitals Incorporated Herein.* The parties agree and acknowledge that the recitals set forth above are true and correct and are fully incorporated in this MOU.

c. *Non-Exclusive Agreement.* Nothing in this MOU shall prevent either party from working cooperatively with other individuals, public agencies or private organizations to improve flood protection or groundwater recharge within that party's respective jurisdiction.

d. *Authority.* Each signatory of this MOU represents that he/she is authorized to execute this MOU on behalf of the party for which he/she signs. Each party represents that it has legal authority to enter into this MOU and to perform all obligations under this MOU.

e. *Amendment.* This MOU may be amended or modified only by a written instrument executed by each of the parties to this MOU.

f. *Jurisdiction and Venue.* This MOU shall be governed by and construed in accordance with the laws of the state of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this MOU shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

g. *Headings.* The paragraph headings used in this MOU are intended for convenience only and shall not be used in interpreting this MOU or in determining any of the rights or obligations of the parties to this MOU.

h. *Construction and Interpretation.* This MOU has been arrived at through negotiations and each party has had a full and fair opportunity to revise the terms of this MOU. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in the construction or interpretation of this MOU.

i. *Entire Agreement.* This MOU constitutes the entire agreement of the parties with respect to the subject matter of this MOU and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this MOU.

j. *Attorneys' Fees and Costs.* Regardless of whether it is the prevailing party in any litigation or other action to enforce or interpret this MOU, each party shall bear its own attorneys' and expert witnesses' fees, costs of suit and other necessary disbursements. This paragraph shall not apply to the costs or attorney(s) fees relative to Section 3.p., "Indemnification and Insurance."

k. *Necessary Actions.* Each party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this MOU.

l. *Third Party Beneficiaries.* This MOU shall not create any right or interest in any non-party or in any member of the public as a third party beneficiary.

m. *Counterparts.* This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

n. *Notices.* All notices, requests, demands or other communications required or permitted under this MOU shall be in writing unless provided otherwise in this MOU and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

Director
Department of Public Works
County of San Bernardino
825 East Third Street
San Bernardino, California 92415
Telephone: (909) 387-7906
Facsimile: (909) 387-7911

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

General Manager
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, California 92408
Telephone: (909) 387-9200
Facsimile: (909) 387-9247

o. *Assignment.* This MOU may not be assigned by either party without the written consent of the other party.

p. *Indemnification and Insurance.* FCD agrees to indemnify, defend (with counsel approved by Valley District) and hold harmless Valley District, its employees, officers, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from FCD's negligent acts or omissions which arise from FCD's performance of its obligations under this MOU. Valley District agrees to indemnify, defend (with counsel approved by FCD) and hold harmless the FCD, its employees, officers, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the Valley District's negligent acts or omissions which arise from the Valley District's performance of its obligations under this MOU. In the event, FCD and/or Valley District is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, FCD and/or Valley District shall indemnify the other to the extent of its comparative fault. FCD and Valley District shall maintain throughout the term of this MOU such policies of insurance or legally sufficient self-insurance for Professional Liability (as applicable), Automobile Liability, Comprehensive General Liability, and Workers' Compensation that are adequate to protect against all liabilities and indemnification responsibilities arising out of the performance of the terms, conditions or obligations of this MOU.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers or representatives as of the last day and year appearing below.

---------- **Signatures on Following Page** ----------

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
C. Patrick Milligan
President, Board of Directors

Date: 7-16-13

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

By: _____
Janice Rutherford, Chair, Board of Supervisors

Date: JUL 23 2013

ATTEST:

By: _____
Clerk

SIGNED AND CERTIFIED THAT A COPY OF THIS CONTRACT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By: _____
Deputy

APPROVED AS TO FORM:
SPECIAL DISTRICT COUNSEL

By: _____
David R.E. Aladjem
Special Counsel

Date: 7/18/13

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Scott Runyan
Deputy County Counsel

Date: 7-19-13

AMENDMENT TO AGREEMENT TO FORM THE UPPER SANTA ANA RIVER WASH LAND MANAGEMENT AND HABITAT CONSERVATION PLAN TASK FORCE

THIS AMENDMENT TO AGREEMENT TO FORM THE UPPER SANTA ANA RIVER WASH LAND MANAGEMENT AND HABITAT CONSERVATION PLAN TASK FORCE ("Amendment") is made effective this 1st day of September, 2013, by and between the following entities (hereinafter individually referred to as a "Party" and collectively referred to as the "Parties"):

CEMEX CONSTRUCTION MATERIALS, LP ("CEMEX")

CITY OF HIGHLAND ("HIGHLAND")

CITY OF REDLANDS ("REDLANDS")

COUNTY OF SAN BERNARDINO ("SAN BERNARDINO COUNTY")

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT ("SBVWCD" OR "CONSERVATION DISTRICT")

ROBERTSON'S READY MIX, LTD ("ROBERTSON'S")

EAST VALLEY WATER DISTRICT ("EVWD")

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT ("RMUED")

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT ("SBCFCD")

UNITED STATES BUREAU OF LAND MANAGEMENT ("BLM")

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT ("VALLEY DISTRICT")

RECITALS

This Amendment is entered into on the basis of the following facts, understandings, and intentions of the Parties:

A. All Parties hereto, except Valley District, entered into that certain "Agreement to Form the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan Task Force" on November 20, 2002 ("Original Agreement"), for the purposes of advancing environmental planning and permitting in connection with the Upper Santa Ana River Wash Land Management Plan ("Wash Plan").

B. Since the time the Original Agreement was entered into, planning for the Wash Plan has advanced in all phases, including with respect to groundwater recharge and other water conservation facilities. In connection with such facilities, Conservation District and Valley District have entered into a series of agreements to allow for joint use

of Conservation District property, and construction of additional facilities as part of an Enhanced Recharge Program with Valley District, to fulfill various of the Wash Plan objectives regarding expanded groundwater recharge and water conservation capabilities.

C. The Original Agreement provided, in paragraph 2 (G), that all Parties acknowledged and agreed that the effectiveness of the Task Force may be improved by the addition of other entities that had interest in the work of the Task Force, and given Valley District's intended role in contributing to expanding groundwater recharge facilities in the Wash Plan area, Valley District is such an entity.

D. At a Task Force meeting held July 16, 2013, the Task Force reviewed cost estimates for the completion of environmental review and permitting activities for the Wash Plan, and the individual members will be going to their respective governing bodies for funding authorization for the completion of such environmental review and permitting activities. In addition, the Task Force has refined its description of covered activities to be included within the "take" and other permitting authorizations proposed to be pursued, such that the Wash Plan process is now at a point where responsible estimates for long-term habitat maintenance and other costs can be generated, and an equitable distribution of such costs over parties sponsoring, or benefitting from, component projects of the overall Wash Plan can be determined.

E. The Parties therefore wish to amend the Original Agreement to add Valley District as a regular member of the Task Force, and to specify their going-forward intentions for additional consultations for deriving an equitable cost-sharing allocation for the costs that may be incurred by the Task Force members for implementation of the Habitat Conservation Plan and other permanent funding requirements that may attend final Wash Plan approval.

NOW, THEREFORE, the Parties do hereby agree as follows:

1. Valley District is, and henceforth shall be, a "Regular Member" of the Task Force under Section 2 (A) of the Original Agreement. Valley District shall pay a one-time fee into the Fund (provided in Section 5 (C) of the Task Force Agreement) of $275,000.00. Such amount shall be utilized by the Conservation District, as Project Manager, to help offset the Conservation District's share of interim and estimated costs of completion of the environmental and permitting documentation for the Wash Plan. The Task Force at its meeting on July 16, 2013 approved estimated costs for planning and consulting services.

2. The Parties agree to meet and confer, in order to rework the contribution levels specified in Exhibit "B-1" to the Original Agreement, for those expenses that will be required of the Task Force members for costs for implementation of the Habitat Conservation Plan and other implementation funding requirements that may attend final Wash Plan approval. As presently contemplated, the basis for the allocation of such implementation costs shall be allocated on a proportionate acreage basis as it relates to the habitat disturbances attributable to the portions of the

component projects of the Wash Plan advanced by, sponsored by, or benefitting Task Force members, with offsetting credit being given to the amount of habitat as acreage being contributed by various Task Force members. The Task Force will refine such costs allocations once the PAR analysis and final permitting costs are more fully determined.

3. Except as specifically amended herein, the Original Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have entered into the Amendment as of the day and year first set forth above.

APPROVED AS TO FORM:

_____
Counsel for CEMEX

CEMEX CONSTRUCTION MATERIALS, LP

_____

APPROVED AS TO FORM:

_____
Counsel for Robertson's Ready Mix, Ltd.

ROBERTSON'S READY MIX, LTD.

_____

UNITED STATES BUREAU OF LAND MANAGEMENT

_____
Field Manager

APPROVED AS TO FORM:

_____
General Counsel

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

_____
President, Board of Directors

Attest: _____
Secretary of the Board

APPROVED AS TO FORM:

_____
General Counsel

EAST VALLEY WATER DISTRICT

_____
President, Board of Directors

Attest: _____
Secretary of the Board

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

_____
City Attorney

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

_____
Mayor

Attest: _____
City Clerk

APPROVED AS TO FORM:

_____
County Counsel

COUNTY OF SAN BERNARDINO

_____
Chairperson, Board of Supervisors

Attest: _____
Clerk of the Board

APPROVED AS TO FORM:

_____
General Counsel

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

_____
Chairperson, Board of Supervisors

Attest: _____
Clerk of the Board

APPROVED AS TO FORM:

_____
City Attorney

CITY OF REDLANDS

_____
Mayor

Attest: _____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF HIGHLAND

_____
Mayor

Attest: _____
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

General Counsel

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT,

President, Board of Directors

Attest:

Secretary, Board of Directors

AGREEMENT TO FORM THE UPPER SANTA ANA RIVER WASH LAND MANAGEMENT AND HABITAT CONSERVATION PLAN TASK FORCE

THIS AGREEMENT is made effective this 20TH day of NOV, 2002, by and between the following entities (hereinafter individually referred to as a "Party" and collectively referred to as the "Parties"):

CEMEX CONSTRUCTION MATERIALS, LP ("CEMEX")	ROBERTSON'S READY MIX, LTD ("ROBERTSON'S")
[CITY OF HIGHLAND ("HIGHLAND")]	EAST VALLEY WATER DISTRICT ("EVWD")
CITY OF REDLANDS ("REDLANDS")	REDLANDS UTILITIES DEPARTMENT ("RUD")
COUNTY OF SAN BERNARDINO ("SAN BERNARDINO COUNTY")	SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT ("SBCFCD")
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT ("SBVWCD" OR "CONSERVATION DISTRICT")	UNITED STATES BUREAU OF LAND MANAGEMENT ("BLM")

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the Parties:

A. Representatives of numerous agencies, including water, mining, flood control, resource management and conservation, and municipalities, formed the Santa Ana River Wash Area Coordinating Planning Activities Committee ("Wash Committee") to address local mining issues and other land functions on the Upper Santa Ana River Wash ("Wash"). A Policy Action Committee ("PAC") was subsequently established, consisting of elected officials from San Bernardino County, Highland, Redlands, and the Conservation District, as well as the Field Manager of the BLM. A Technical Advisory Committee ("TAC") was also formed with representatives from the PAC agencies, and other water, mining, flood control, and resource protection interests.

B. The Wash Committee examined the most appropriate manner in which to use the Wash for the benefit of all landowners without regard to preexisting planning of the Wash or current land ownership. Ultimately, the Wash Committee determined that there should be a balance of land uses to accommodate the needs of mineral extraction, water conservation, habitat protection, and municipal infrastructure

requirements (i.e. utilities, trails, etc.). To achieve land use balance, current land uses must be reassigned to better accommodate mineral extraction, water conservation, and habitat. To effect such change, an exchange of existing land ownership between BLM and the Conservation District, and a transfer of leasehold interests between the mining companies and the Conservation District will be required.

C. The TAC reached a general consensus in early 2000 regarding the designation of specific areas of the Wash for the desired uses. The result of this multi-jurisdictional effort was the creation of a proposed Land Management and Habitat Conservation Plan for the Upper Santa Ana River Wash ("Concept Plan"). The Concept Plan establishes the framework for balancing ongoing and future land activities proposed for the Wash Planning Area ("WPA"), including habitat protection areas and recreational trail alignments. The Concept Plan was reviewed and endorsed by the governing boards and/or officials with approval authority from each of the Parties, and various other agencies involved in the deliberations on the Concept Plan.

D. Each of the Parties have found and determined that it is in their best interests to join together to: manage activities in connection with the necessary refinements, environmental review, and implementation of the Land Management and Habitat Conservation Plan (collectively the "Project"); provide an equitable cost-sharing mechanism for the funding of the Project; and, define the projected schedule and scope of work to execute the Project.

E. The Parties hereto now enter into this Agreement to establish a Task Force, consisting of a representative from each party, to oversee and administer the preparation of plans, environmental review documents, public notices and hearings, and other activities requisite to the formulation and, if adopted, execution of the Project.

F. In entering into this Agreement, the Parties reserve their discretionary authority with regard to the execution of the Project, including but not limited to, any land use and planning authority under state and local law, authority, designated under the Surface and Mining Recovery Act ("SMARA"), and CEQA approval of their own discretionary decisions executing the Project.

TERMS & CONDITIONS

SECTION 1: DESCRIPTION OF PROJECT.

The Project to be undertaken by the Task Force consists of all of the following:

A. Refinement and expansion of the Concept Plan (Exhibit "A") to develop the Component Plans of a "Land Management and Habitat Conservation Plan for the Upper Santa Ana River Wash" ("Plan"), which includes the following:

1. A Mining and Reclamation Plan under the Surface Mining and Reclamation Act ("SMARA") designating the areas as generally depicted in Exhibit "A" to be devoted to sand, gravel, and mineral extraction and the terms and conditions under which such extraction may proceed, which will be provided by CEMEX and

Robertson's to the appropriate municipality, Highland or Redlands, for review and approval;

2. A Water Conservation Plan, which describes the scope, extent, and location of water diversions, conveyance, spreading, and monitoring activities, which will be provided by the Conservation District;

3. A Recreation Plan, which coordinates the planning and development of trails, parks, and public recreation areas, which will be provided by Conservation District, San Bernardino County, and Redlands;

4. An Infrastructure Plan, which describes the location of pipelines, utility corridors, roads, highways, and communication facilities, which will be provided by the Conservation District, EVWD, and Redlands;

5. A Habitat Protection Plan, which will be provided by the Conservation District to identify habitat areas that may be considered to protect threatened and endangered species at such time as other activities within the Wash are presented to the appropriate agency for entitlements, approvals and /or land use permits; and

6. A Flood Control Plan, which describes flood control facilities/activities including detention and retention basins, drains, and storm water conveyance facilities, which will be provided by SBCFCD.

B. Preparation of preliminary documents necessary to conduct an environmental analysis, including the following:

1. A Project Description for the environmental analysis based on the Component Plans described above;

2. Alternative land balancing plans to be studied in the environmental analysis;

3. A plan outline, including actions, required funding, and the administrative or legislative measures needed to implement the Project, which will be known as the Implementation Action Plan; and

4. A draft agreement to execute the Implementation Action Plan, which will be known as the Implementation Agreement.

C. Preparation of an EIR/EIS for implementation of the Plan, including a mitigation monitoring plan, based on the Component Plans in 1.A. above, and the preliminary documents in 1.B. above.

D. Completion of a proposed land exchange between BLM and Conservation District. BLM, working with the Conservation District, shall undertake activities to assess, and if appropriate, implement by way of a Memorandum of Understanding or

other appropriate instrument with the Conservation District, a land exchange. The assessment and potential implementation of the land exchange will analyze whether portions of property currently owned by BLM can feasibly and beneficially be exchanged for portions of property owned by the Conservation District.

E. Preparation of the implementation documents based on the completed EIR/EIS, including the following:

1. A certification of the EIR and record of decision for the EIS;

2. An Implementation Action Plan; and

3. A Habitat Conservation Plan, including a programmatic Section 10a Take Permit.

F. Task Force submit the EIR/EIS, Implementation Action Plan, and Habitat Conservation Plan to the appropriate agencies for their action and, if adopted, subsequent implementation.

SECTION 2: CREATION OF THE TASK FORCE.

There is hereby created a task force that shall be known as the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan Task Force ("Wash Task Force" or "Task Force"). The Task Force shall oversee and direct preparation of the Project and shall be comprised of regular and advisory members as follows:

A. Regular Members.

Each Party who contributes financially to fund the Project in accordance with Exhibit "B" to this Agreement, as may be amended from time to time, or contributes with in-kind services that result in a product for use by the Task Force commensurate with the level of contribution identified in Exhibit "B," shall be deemed a Regular Member of the Task Force. Any dispute regarding whether "in-kind" services contributions by a Party entitles such Party to status as a Regular Member shall be submitted to all then-existing Task Force Regular Members, and will be decided by a majority vote of the Task Force Regular Members. Each Regular Member shall be entitled to appoint two (2) representatives to the Task Force concurrently with the execution of this Agreement. Each Regular Member shall appoint (1) representative to oversee and contribute to the technical/staff aspects of the Task Force's work, and one (1) member of the legislative body, Board of Directors, or other body with ultimate decision making and policy making authority for the Regular Member, who shall be the voting member of the Task Force. Notwithstanding that each Regular Member shall have two (2) representatives to the Task Force, each Regular Member shall have and exercise only one (1) vote. The identity of each of the appointed representatives from each respective Party shall be promptly communicated to the Project Manager. Appointed representatives to the Task Force shall serve at the pleasure of the governing body of the respective appointing Party, and may be removed by them at any time, with or without cause; provided, however, that the Parties acknowledge and agree the continuity of representation on the

Task Force is important to the overall effectiveness of the Task Force, and the Parties further agree to ensure such continuity whenever possible.

B. Advisory Members.

1. Any member of the TAC, which is not a Regular Member of the Task Force, and any other public or governmental agency, may with the approval of a majority of the Regular Members of the Task Force, designate representatives as non-voting advisors to the Task Force ("Advisory Members"). The Task Force will formally recognize these Advisory Members and ensure all materials and products of the Task Force are provided to the Advisory Members. A list of Advisory Members will be maintained by the Project Manager.

2. The California Department of Water Resources (DWR), the California Department of Fish and Game (DFG), and the United States Fish and Wildlife Service (USFWS), County of Orange, and the City of Highland are hereby designated as Advisory Members to the Task Force.

3. Advisory Members may be admitted as Regular Members, with voting privileges, with approval by a majority vote of Regular Members of the Task Force.

C. Function.

1. The Task Force shall oversee and direct the preparation of all of the component elements of the Project.

2. The Task Force shall assist in the selection of a consultant to assist in planning and implementing the Project ("Consultant"). The Consultant selected must be acceptable to the Federal lead agency.

3. The Task Force shall meet periodically for the purpose of reviewing and evaluating the work product of the Task Force and the Consultant.

4. The Task Force shall administer this Agreement, subject to the reserved right of each of the Parties to approve their respective financial appropriations to Task Force budgets.

5. The Task Force shall propose contribution levels for each Party, subject to Section 4.D. herein. The contribution level for each Party shall initially be those set out in Exhibit "B" hereto.

6. The Task Force shall, in consultation with the Consultant, prepare and adopt a project schedule ("Project Schedule"). When completed, the Project Schedule will be circulated among all Regular and Advisory Members, and will be maintained by the Project Manager.

D. Committees.

The Task Force may establish working committees, which shall be designated from a pool of Regular and Advisory members who shall be selected by and serve at the pleasure of the Task Force.

E. Designation of Officers.

The Task Force shall designate and appoint one of its representatives to act as Chair and another of its members to act as Vice-Chair, both of which shall be selected from the pool of Regular Members. The Conservation District shall perform the functions of project administrator, including secretarial and treasurer duties.

F. Meetings

Regular meetings of the Task Force shall be held at the Conservation District offices, or such other place as may be agreed upon by the Task Force. At the first meeting, the Task Force shall provide for the time and place of its regular meetings. Special meetings may be called at the request of the Chair or of a majority of Regular Members to the Task Force. A majority of Regular Members of the Task Force shall constitute a quorum for the purposes of transacting business. Except as otherwise provided herein, all actions of the Task Force shall be passed and adopted upon the affirmative vote of a majority of the quorum of Regular Members. All meetings of the Task Force shall be conducted in accordance with California's Open Meeting Laws. The Project Manager shall keep or cause to be kept, minutes of the meetings of the Task Force, copies of which shall be forwarded to each Task Force representative and to each Party. The Task Force may adopt, from time to time, such additional rules and regulations for the conduct of its affairs as may be required.

G. Additional Parties.

The Parties to this Agreement acknowledge and agree that the effectiveness of the Task Force may be improved by the addition of other entities that have interest in the work of the Task Force. Such entities may join the Task Force upon approval of a majority of the Regular Members of the Task Force, and upon such terms and conditions as are acceptable to such Regular Members, including, but not limited to, cash contributions to past, present, and/or future work of the Task Force.

H. City of Highland as Regular Member.

At the time of execution of this Agreement, the City of Highland has expressed its interest in joining the Task Force as a Regular Member, and the parties to this Agreement contemplate and desire that it do so. Provided City of Highland approves and executes this Agreement within One Hundred Eighty (180) days of the Effective Date, and pays its share of the Task Force Contribution Levels as set forth in Exhibit "B-1," for application to all expenses incurred by the Task Force from the Effective Date and following, City of Highland may join the Task Force, as a Regular Member, without the necessity of an approving vote of the Regular Members. In the event City of

Highland so joins the Task Force pursuant to the terms and conditions of this Section 2 (H), and effective immediately and prospectively from the date it does, various provisions of this Agreement shall be thereupon automatically be amended, all as more specifically set out in Exhibit "D" hereto.

SECTION 3: LEAD AGENCY DESIGNATION

A. Consistent with the First Amendment to the Memorandum of Understanding Regarding Coordinated Planning Activities Pertaining to the Santa Ana River Wash Area dated August 13, 1997, ("MOU") and its designation of the Conservation District as the Permanent Chair of the Policy Action Committee, the Conservation District is hereby designated as the Lead Agency for all non-federal activities associated with the Project under the California Environmental Quality Act ("CEQA").

B. The BLM is hereby designated as the Lead Agency for all federal activities associated with the Project under the National Environmental Policy Act ("NEPA").

SECTION 4: PROJECT MANAGER.

A. The Conservation District shall serve as the Project Manager, at the pleasure of the Task Force. The Project Manager shall act as the primary liaison and contact between the Consultant, the Task Force, and the Parties to the Second Amendment.

B. The duties of the Project Manager shall include the following:

1. Serve as the Lead Agency under CEQA and as assistant to BLM, which is the Lead Agency under NEPA; provided, however, that on issues relating to definition of level of significance for impacts, existence of and mitigation for significant adverse environmental impacts, and formulation of a mitigation monitoring program for those portions of the Project which involve mining activity within the jurisdictional boundaries of Redlands, and which require permits under SMARA, the Project Manager shall accept and incorporate into the EIR/EIS the determinations of Redlands for such aspects of the Project.

2. Administer the cost-sharing formula, which designates the percentage of the total cost of the Project, as approved by each Party to fund the Project;

3. Coordinate communications between the Consultant and the Parties;

4. Provide the Consultant with copies of all earlier studies and EIRs, which may be helpful to the Consultant to complete the Project;

5. Gather and transmit data to the Consultant from the Parties;

6. Provide periodic reports to the Task Force of the progress of the Project;

7. Report to and solicit input from the Task Force regarding policy issues that may arise;

8. Oversee the billing for all aspects of the Project;

9. Receive and pay all appropriate invoices for the Consultant;

10. Review the Consultant's charges and advise the Task Force of any problems associated with the Project;

11. Facilitate meetings of the Task Force and maintain records of the Task Force;

12. The Project Manager shall, through a written Notice to Proceed, cause the Consultant to commence the Project, and shall cause the Consultant to perform all services within the time period(s) established in the Project Schedule, and in conformity with the approved Project Flow Diagram, attached hereto as Exhibit "C"; and,

13. Either approve or deny by way of written response any requests for minor adjustments to the time period(s) specified in the Project Schedule.

C. Administration of Task Force Work.

The Conservation District shall make its personnel available as reasonably necessary to the Task Force to perform the secretarial, clerical, administrative, legal general counsel, and financial management duties requested by the Task Force. The Task Force shall compensate the Conservation District for the Conservation District's actual costs incurred in providing such services to the Task Force, upon presentation of an invoice detailing the services rendered and costs thereof, and approval of the same by the Task Force.

SECTION 5: FUNDING MECHANISM.

A. The current estimated cost for the preparation of plans and environmental review for the Project is $823,258, or $973,258 if the consultant prepares the Implementation Agreement. The Task Force shall periodically approve a contribution amount to be requested of all Regular Members, to be paid to and managed by the Project Manager consistent with the provisions of this Section 4, from which the Project Manager will meet the expenses incurred in implementing the Project. Contributions shall be apportioned among the Parties, as agreed to by the Parties. The initial levels of contribution are identified in Exhibit "B" to this Agreement.

B. The Conservation District as Project Manager shall coordinate Consultant retention, direction, coordination, and oversight in the planning and implementation of

the Project, and shall serve as the agency through which funds are to be conveyed and disbursed for the purpose of completing the Project.

C. The Conservation District shall establish a fund ("Fund") into which it will cause to be deposited all of the contributions received from the Task Force towards the estimated cost of the Project. It is intended that this Fund finance the Project in its entirety. In establishing the Fund, the Conservation District shall assure that all interest earned by the Fund is to be paid into the Fund, and made solely available for the funding of the Project. The Task Force may from time to time propose a cost-sharing formula differing from that attached as Exhibit "B", which designates the percentage of the total cost of the Project each Party will be required to contribute to the Fund. Upon approval by the Task Force of a contribution amount to be requested of the Regular Members, the Project Manager shall submit invoices to each Party requesting payment of their respective contributions, pursuant to the formula attached as Exhibit "B," or as otherwise proposed by the Task Force. Payment of these invoices shall be made to the Conservation District within 30 days of receipt of such invoice. If any Regular Member fails to timely remit payment of its share of the invoices in accordance to Exhibit "B" to this Agreement, the voting rights of such Regular Member shall be suspended until such time as the full amount of the invoice is paid, or the final resolution of any dispute regarding the invoice, as provided below. During such period of suspension, the Party shall enjoy only those rights and privileges as an Advisory Member of the Task Force.

D. Each Party reserves the right to approve its own contribution level to the Project, as well as its ultimate payment authority of invoices issued by the Project Manager, in whole or in part, on a per-invoice basis.

E. The Project Manager shall have authority and control of disbursements from the Fund. The Project Manager shall provide the Task Force with an accounting on at least a quarterly basis showing all disbursements, accrued interest, and other debits and credits to the Fund for the preceding quarter. Any amounts paid to the Project Manager shall not be subject to refund, except as provided herein.

F. Should a dispute arise between the Project Manager and any Party(ies) with respect to either an invoice submitted by the Consultant or any other disbursement from the Fund, the complaining Party(ies) shall notify the Project Manager in writing, specifying the nature of the objections, the reasons therefor, and the action the complaining Party(ies) requests the Project Manager to take in resolution of the dispute. Upon receipt of any such written objection, the Project Manager shall meet or otherwise confer with the complaining Party(ies) in a good faith effort to resolve the dispute. In the event such efforts do not result in resolution of the dispute within ten (10) days of the Project Manager's receipt of the written objection, the Project Manager shall refer the matter to the Task Force, and shall provide it with any and all receipts, invoices, or other documents necessary for the prompt resolution of the dispute. The Task Force shall consider and resolve the matter at its next scheduled meeting, but no later than thirty (30) days following the Project Manager's referral of the dispute to the Task Force. In resolving the dispute, the decision of the majority of the Regular Members of the Task Force shall be final.

G. Upon completion of the Project, or earlier termination of this Agreement, any unexpended Funds shall be returned to the Parties in proportion to their financial contribution.

SECTION 6: OWNERSHIP OF DOCUMENTS.

All work produced in association with the Project (including originals prepared by anyone in connection with, or pertaining to, the work of the Task Force) shall become the property of the Regular Members of the Task Force, and each of them.

SECTION 7: INDEMNIFICATION.

Neither the Project Manager nor any officer or employee thereof shall be responsible to any other Party for any damage or liability occurring by reason of anything done, or omitted to be done, by the Consultant, or in connection with any work, authority or jurisdiction delegated to the Project Manager under this Agreement. All Parties, and each of them, hold the Project Manager harmless from any claim, demand, suit of law or equity, or other proceeding arising from or relating to the Project Manager's performance of its obligations contemplated by this Agreement. Nothing herein shall be read or understood as indemnifying or holding the Conservation District, or any officer or employee thereof, harmless from any claim, demand, suit on law or equity, or other proceeding arising from or relating from the acts or omissions of the Conservation District while acting as a Party to this Agreement.

In addition, each Party agrees to indemnify, defend, and hold harmless each other Party and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of its obligations under this Agreement.

In the event any Party is found to be comparatively at fault for any claim, action, or loss, or damage that results from their respective obligations under this Agreement, the Party(s) found to be at fault shall indemnify the other(s) to the extent of its comparative fault.

Federal agencies' obligations under this Agreement shall be to the extent permitted by the Federal Tort Claims Act.

SECTION 8: NOTICES.

All notices required to be provided hereunder, except meeting notices, shall be in writing, and either served personally or sent by United States Mail. Meeting notices may be provided by electronic mail correspondence. For these purposes, the addresses for the Parties and Advisory Members are as follows:

As to Cemex Construction Materials, LP:
Regional Environmental Manager
CEMEX
P.O. Box 4120
Ontario, CA 91761-1607

As to Robertson's Ready Mix:
Robertson's Ready Mix, Ltd.
Attention: Rich Robertson
P.O. Box 33140
Riverside, CA 92519

[As to Highland:
Community Development Director
City of Highland
27215 Base Line
Highland, CA 92346]

As to Redlands:
Community Development Director
City of Redlands
P.O. Box 3005
Redlands, CA 92373

As to SBCFCD:
Director
San Bernardino Co. Flood Control District
825 E. Third Street
San Bernardino, CA 92415-0835

As to Conservation District:
General Manager
San Bernardino Valley Water District
P.O. Box 1839
Redlands, CA 92373-0581

As to USFWS:
Field Supervisor
U.S. Fish & Wildlife Service
2730 Loker Avenue West
Carlsbad, CA 92008

As to County of Orange:
Attn: Mike Wellborn
Planning and Development Services
County of Orange
P.O. Box 4048
Santa Ana, CA 92702-4048

As to EVWD:
General Manager
East Valley Water District
P.O. Box 3427
San Bernardino, CA 92413

As to RUD:
Chief of Water Resources
Redlands Utilities Department
P.O. Box 3005
Redlands, CA 92373

As to San Bernardino County:
Land Use Services Department
Advance Planning Division
County of San Bernardino
385 North Arrowhead Avenue – 3rd Floor
San Bernardino, CA 92415-0182

As to BLM:
Field Manager, Palm Springs-South Coast
Field Office
Bureau of Land Management
P.O. Box 581260
North Palm Springs, CA 92258-1260

As to DFG:
Department of Fish & Game
P.O. Box 1217
Redlands, CA 92373

As to DWR:
Recreation and Environmental Studies
Department of Water Resources
770 Fairmont
Glendale, CA 91203

SECTION 9: ENTIRE AGREEMENT.

This Task Force Agreement contains the entire agreement of the Parties hereto with respect to the matters contained herein, and supersedes all negotiations, prior discussions, and preliminary agreements or understandings, written or oral relating to

the Task Force and Project Manager. No waiver or modification of this Agreement shall be binding unless consented to by all Parties in writing.

SECTION 10: WAIVER.

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

SECTION 11: COOPERATION: FURTHER ACTS.

All parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. All parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary, appropriate or convenient to carry out the purposes of this Agreement.

SECTION 12: GOVERNING LAW.

This Agreement shall be governed by and construed under the laws of the State of California. Federal agency participation under this Agreement, however, shall be governed by the applicable federal laws.

SECTION 13: ATTORNEYS' FEES.

In the event the Task Force initiates or defends any litigation or other judicial or administrative proceeding in connection with the Project or this Agreement, retention of counsel to represent the Task Force, if required, shall be by the Project Manager, subject to the approval of the Task Force. The costs of such retention will be invoiced to the members of the Task Force in the same manner, and subject to the same procedures, as all other consultant costs invoiced to the Task Force. In any action or proceeding involving a dispute between the Parties arising out of this Agreement, the prevailing Party shall be entitled to receive from the other Party, reasonable attorneys' fees. The term "attorneys' fees" shall include reasonable costs for investigating the action, conducting discovery, cost of appeal, costs and fees for expert witnesses, and all other normally allowable costs incurred in such litigation, whether or not such litigation is prosecuted to final judgment. Service of process on any Party shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

Notwithstanding the foregoing, attorneys' fees and costs' recoverable against the United States, however, shall be governed by applicable federal laws.

SECTION 14: NO THIRD PARTY BENEFICIARIES.

There are no intended third party beneficiaries of any right or obligation assumed by the Parties. No member of, or delegate to, Congress or Federal Resident

Commissioner, shall be entitled to any share of this Agreement, or to any benefit that may arise from it.

SECTION 15: CONSTRUCTION: CAPTIONS.

The language of this Agreement shall be construed according to its fair meaning, and not for or against any Party hereto based on authorship. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

SECTION 16: SEVERABILITY.

Each provision of this Agreement shall be severable from the whole. If any provision of this Memorandum shall be found contrary to law, it is the intention of all the Parties, and each of them, that the remainder of this Agreement shall continue in full force and effect.

SECTION 17: INCORPORATION OF RECITALS.

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

SECTION 18: AUTHORITY TO ENTER INTO AGREEMENT.

All Parties warrant that they have all requisite power and authority to execute and perform this Agreement. Each person executing this Agreement on behalf of their party warrants that he or she has the legal power, right, and authority to make this Agreement and bind his or her respective Party, and that in so doing, such Party is not thereby in breach of any other contract or agreement.

SECTION 19: COUNTERPARTS.

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

SECTION 20: EFFECTIVE DATE

The Effective Date of this Agreement shall be latest of the dates set next to the signatures of the parties hereto evidencing signature by all the parties hereto, which latest date shall be inserted into the preamble to this Agreement.

SECTION 21: NO ASSIGNMENT.

The rights and obligations of this Agreement may not be transferred, assigned, or encumbered by any Party hereto without the prior, express, written consent of a majority of the Regular Members of the Task Force.

SECTION 22: DISSOLUTION.

The Task Force may be dissolved upon a 2/3 majority vote of the regular members. Upon such dissolution, the Project Manager is entitled to pay all outstanding invoices, and distribute any remaining money in the Fund among the contributing members pro-rata according to each Party's respective financial contribution.

SECTION 23: TERMINATION.

A. Any Party may voluntarily terminate its participation under the Agreement at any time upon delivery of at least 60 days prior written notice to the Task Force.

B. The Task Force may, upon a 2/3 majority vote, terminate any Party's participation under the Agreement upon that Party's failure to make its pro-rata contribution:

(1) Within 30 days of the date said Party's contribution becomes due; OR

(2) Within 45 days after the Task Force resolves said Party's dispute over the payment of an invoice in favor of payment as set forth in Section 4(F) of this Agreement.

C. Upon a Party's termination from participation under the Agreement, the Project Manager shall return the portion of that Party's pro-rata contribution not expended by the Project Manager after paying invoices for all charges incurred during the period that Party served as a Member of the Task Force.

D. The termination of any member or members of the Task Force shall not affect the remaining Parties' obligations under this Agreement, except for redistribution of contributions described herein. This Agreement shall remain in effect until such time as 2/3 of the regular members vote to dissolve the Task Force as provided by Section 22 of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year set forth below, the last of which shall be the effective date of this Agreement.

APPROVED AS TO FORM:

Counsel for CEMEX

CEMEX CONSTRUCTION MATERIALS, LP, by CEMEX, Inc., its General Partner

APPROVED AS TO FORM:

Counsel for Robertson's Ready Mix, Ltd.

ROBERTSON'S READY MIX, LTD

UNITED STATES BUREAU OF LAND MANAGEMENT

Field Manager

APPROVED AS TO FORM:

General Counsel

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

President, Board of Directors

Attest: Secretary of the Board

APPROVED AS TO FORM:

General Counsel

EAST VALLEY WATER DISTRICT

President, Board of Directors

Attest: Secretary of the Board

APPROVED AS TO FORM:

City Attorney

REDLANDS UTILITIES DEPARTMENT

Mayor

Attest: City Clerk

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year set forth below, the last of which shall be the effective date of this Agreement.

APPROVED AS TO FORM:

_____
Counsel for CEMEX

CEMEX CONSTRUCTION MATERIALS, INC.:

_____

APPROVED AS TO FORM:

_____
Counsel for Robertson's Ready Mix, Ltd.

ROBERTSON'S READY MIX, LTD

_____

UNITED STATES BUREAU OF LAND MANAGEMENT

_____
Field Manager

APPROVED AS TO FORM:

_____
General Counsel

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

_____
President, Board of Directors

Attest: _____
Secretary of the Board

APPROVED AS TO FORM:

_____
General Counsel

EAST VALLEY WATER DISTRICT

_____
President, Board of Directors

Attest: _____
Secretary of the Board

APPROVED AS TO FORM:

_____
City Attorney

REDLANDS UTILITIES DEPARTMENT

_____
Mayor

Attest: _____
City Clerk

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APPROVED AS TO FORM:

_____
Counsel for CEMEX

CEMEX CONSTRUCTION MATERIALS, INC.

_____

APPROVED AS TO FORM:

_____
Counsel for Robertson's Ready Mix, Ltd.

ROBERTSON'S READY MIX, LTD

_____

UNITED STATES BUREAU OF LAND MANAGEMENT

_____
Field Manager

APPROVED AS TO FORM:

_____
General Counsel

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

_____
President, Board of Directors

Attest: _____
Secretary of the Board

APPROVED AS TO FORM:

_____
General Counsel

EAST VALLEY WATER DISTRICT

_____
President, Board of Directors

Attest: _____
Secretary of the Board

APPROVED AS TO FORM:

_____
City Attorney

REDLANDS UTILITIES DEPARTMENT

_____
Mayor

Attest: _____
City Clerk

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APPROVED AS TO FORM:

_____
Counsel for CEMEX

CEMEX CONSTRUCTION MATERIALS, INC.

_____

APPROVED AS TO FORM:

_____
Counsel for Robertson's Ready Mix, Ltd.

ROBERTSON'S READY MIX, LTD

_____

UNITED STATES BUREAU OF LAND MANAGEMENT

_____
Field Manager

APPROVED AS TO FORM:

David B. Cosgrove
General Counsel

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

Sterling Woodbury
President, Board of Directors

Attest: Burnell Carroll
Secretary of the Board

APPROVED AS TO FORM:

_____
General Counsel

EAST VALLEY WATER DISTRICT

_____
President, Board of Directors

Attest: _____
Secretary of the Board

APPROVED AS TO FORM:

_____
City Attorney

REDLANDS UTILITIES DEPARTMENT

_____
Mayor

Attest: _____
City Clerk

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APPROVED AS TO FORM:

_____
Counsel for CEMEX

CEMEX CONSTRUCTION MATERIALS, LP

_____

APPROVED AS TO FORM:

_____
Counsel for Robertson's Ready Mix, Ltd.

ROBERTSON'S READY MIX, LTD

_____

UNITED STATES BUREAU OF LAND MANAGEMENT

_____
Field Manager

APPROVED AS TO FORM:

_____
General Counsel

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

_____
President, Board of Directors

Attest: _____
Secretary of the Board

APPROVED AS TO FORM:

_____
General Counsel

EAST VALLEY WATER DISTRICT

Vice George E."Skip" Wilson
President, Board of Directors

Attest: Robert E. Martin
Secretary of the Board

APPROVED AS TO FORM:

_____
City Attorney

REDLANDS UTILITIES DEPARTMENT

_____
Mayor

Attest: _____
City Clerk

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APPROVED AS TO FORM:

_____
Counsel for CEMEX

CEMEX CONSTRUCTION MATERIALS, LP

_____

APPROVED AS TO FORM:

_____
Counsel for Robertson's Ready Mix, Ltd.

ROBERTSON'S READY MIX, LTD

_____

UNITED STATES BUREAU OF LAND MANAGEMENT

_____
Field Manager

APPROVED AS TO FORM:

_____
General Counsel

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

_____
President, Board of Directors

Attest: _____
Secretary of the Board

APPROVED AS TO FORM:

_____
General Counsel

EAST VALLEY WATER DISTRICT

_____
President, Board of Directors

Attest: _____
Secretary of the Board

APPROVED AS TO FORM:

N/A
_____
City Attorney

REDLANDS UTILITIES DEPARTMENT

_____
Mayor

Attest: _____
City Clerk

APPROVED AS TO FORM:

County Counsel

COUNTY OF SAN BERNARDINO

Chairperson, Board of Supervisors

Attest:
Clerk of the Board

APPROVED AS TO FORM:

County Counsel

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

Chairperson, Board of Supervisors

Attest:
Clerk of the Board

APPROVED AS TO FORM:

City Attorney

CITY OF REDLANDS

Mayor

Attest:
City Clerk

[APPROVED AS TO FORM:]

[City Attorney]

[CITY OF HIGHLAND]

Mayor

[Attest:
[City Clerk]]

APPROVED AS TO FORM:

_____
County Counsel

COUNTY OF SAN BERNARDINO

_____
Chairperson, Board of Supervisors

Attest: _____
Clerk of the Board

APPROVED AS TO FORM:

_____
General Counsel

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

_____
Chairperson, Board of Supervisors

Attest: _____
Clerk of the Board

APPROVED AS TO FORM:

N/A
City Attorney

CITY OF REDLANDS

_____
Mayor

Attest: _____
City Clerk

[APPROVED AS TO FORM:]

[_____]
[City Attorney]

[CITY OF HIGHLAND]

[_____]
[Mayor]

[Attest: _____]
[City Clerk]

APPROVED AS TO FORM:

_____
County Counsel

COUNTY OF SAN BERNARDINO

_____
Chairperson, Board of Supervisors

Attest: _____
Clerk of the Board

APPROVED AS TO FORM:

_____
General Counsel

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

_____
Chairperson, Board of Supervisors

Attest: _____
Clerk of the Board

APPROVED AS TO FORM:

_____
City Attorney

CITY OF REDLANDS

_____
Mayor

Attest: _____
City Clerk

[APPROVED AS TO FORM:]

[Marguerite P. Battin]
[City Attorney]

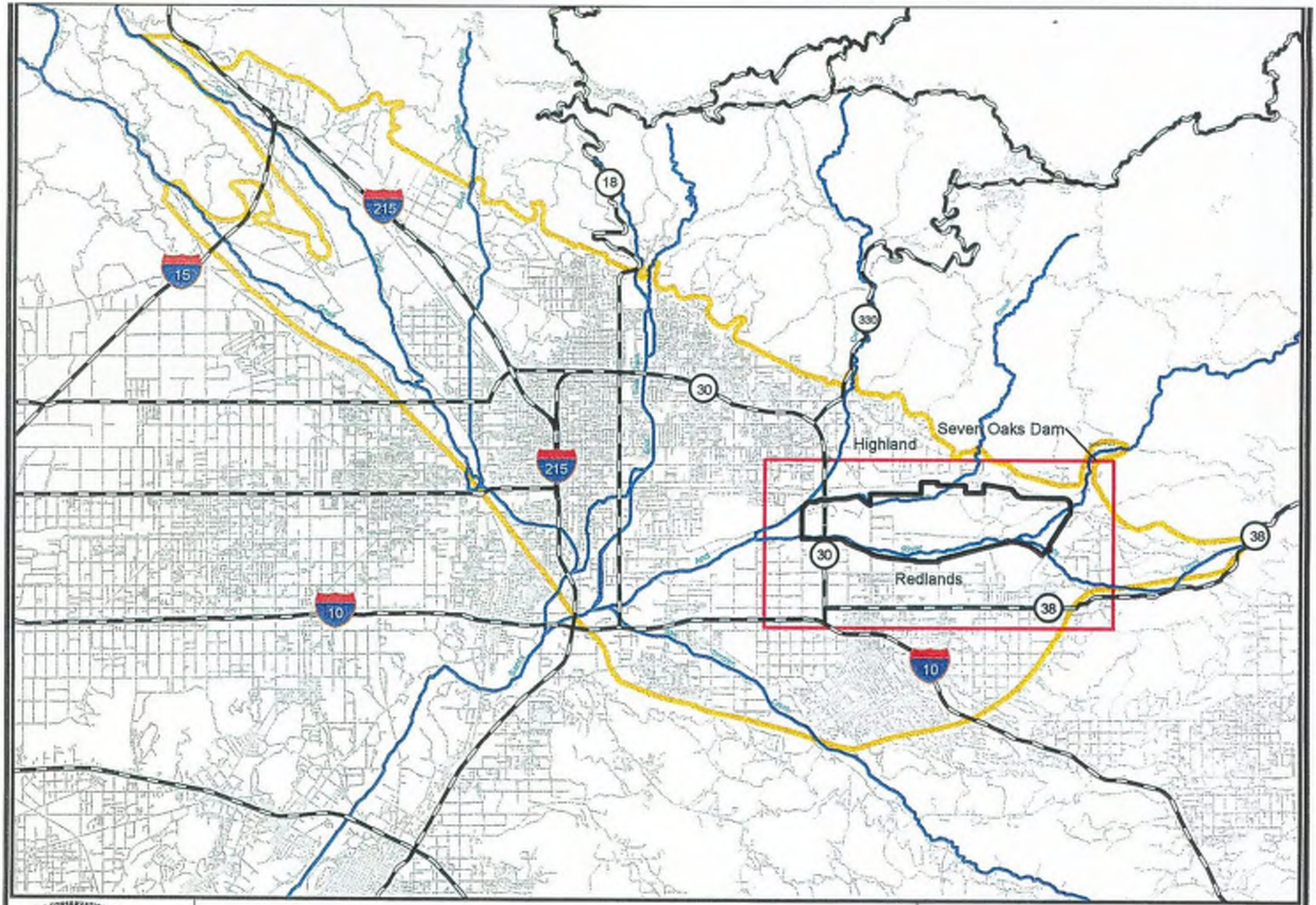
[CITY OF HIGHLAND]

[James C. Penman]
[Mayor]

[Attest: Betty Hutchinson]
[City Clerk]

EXHIBIT "A": CONCEPT PLAN (Executive Summary)

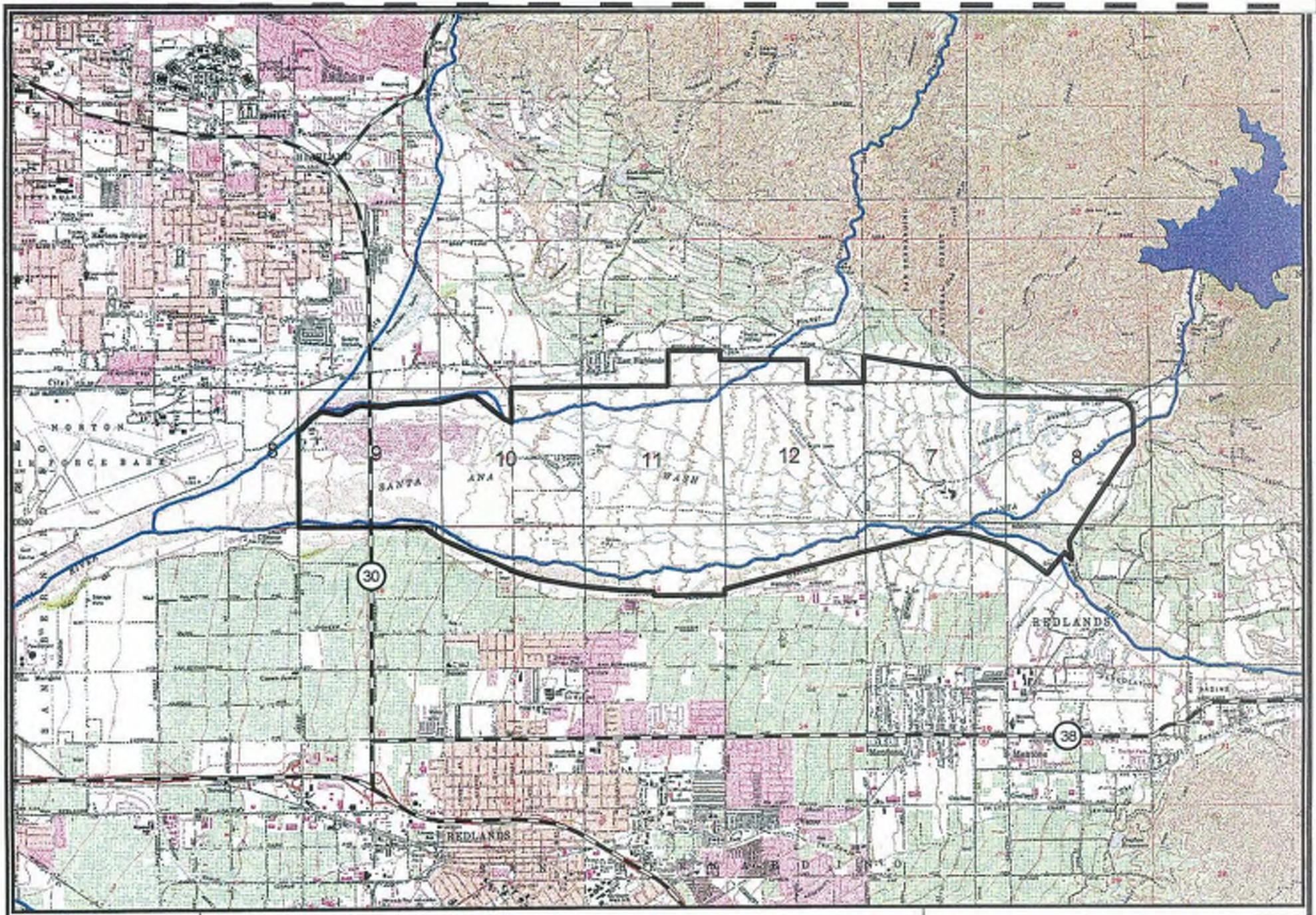
AREAS TO BE MINED UNDER SMARA, AREAS FOR WATER CONSERVATION, AND AREAS FOR PROTECTION OF HABITAT



Santa Ana Wash Planning Area (Plan B) - Location Map (Fig. 1)

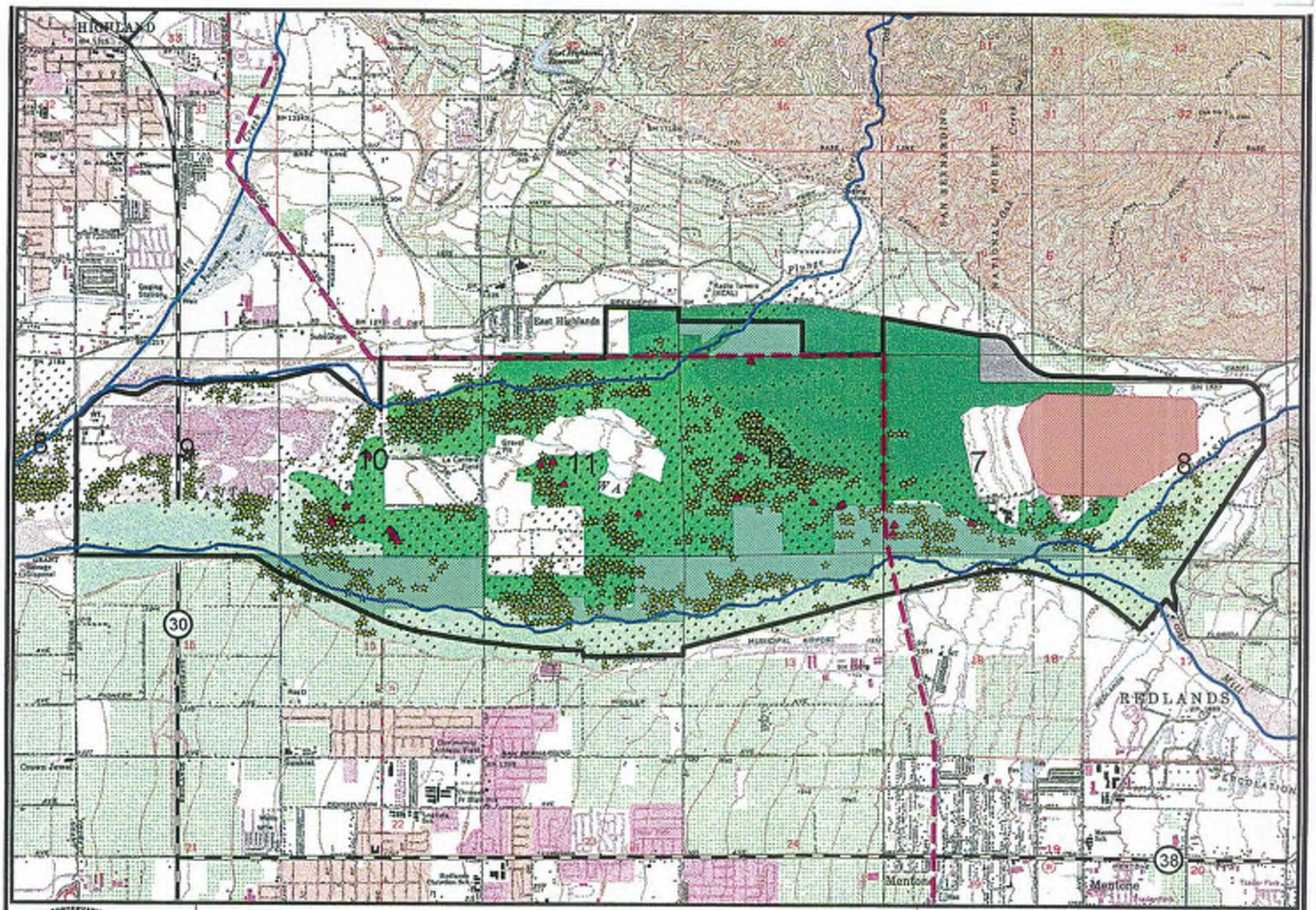
Interstate
Highway
Roads

WPA Boundary
Area of Interest
Bunker Hill Basin

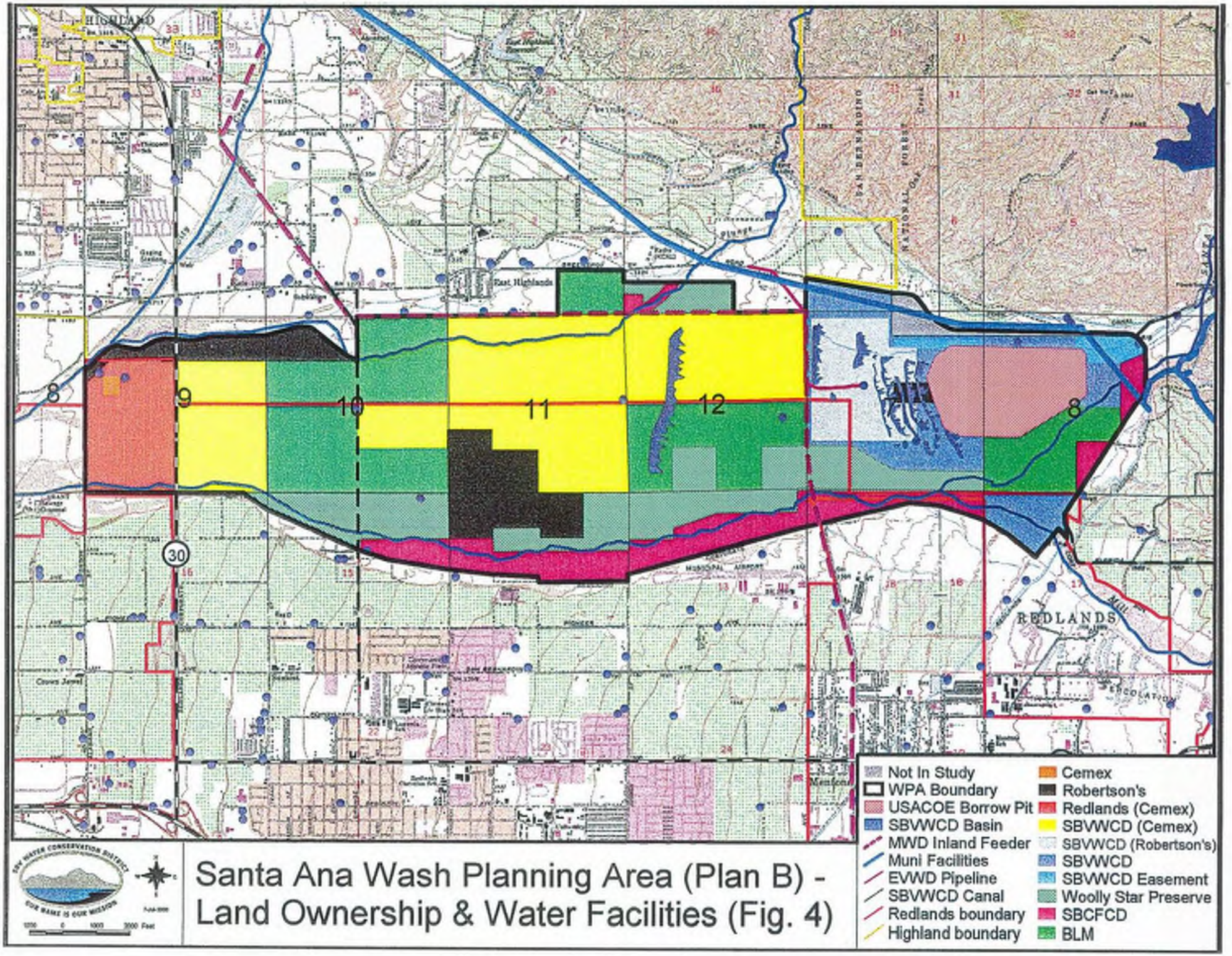


Santa Ana Wash Planning Area (Plan B) - Wash Planning Area (Fig. 2)

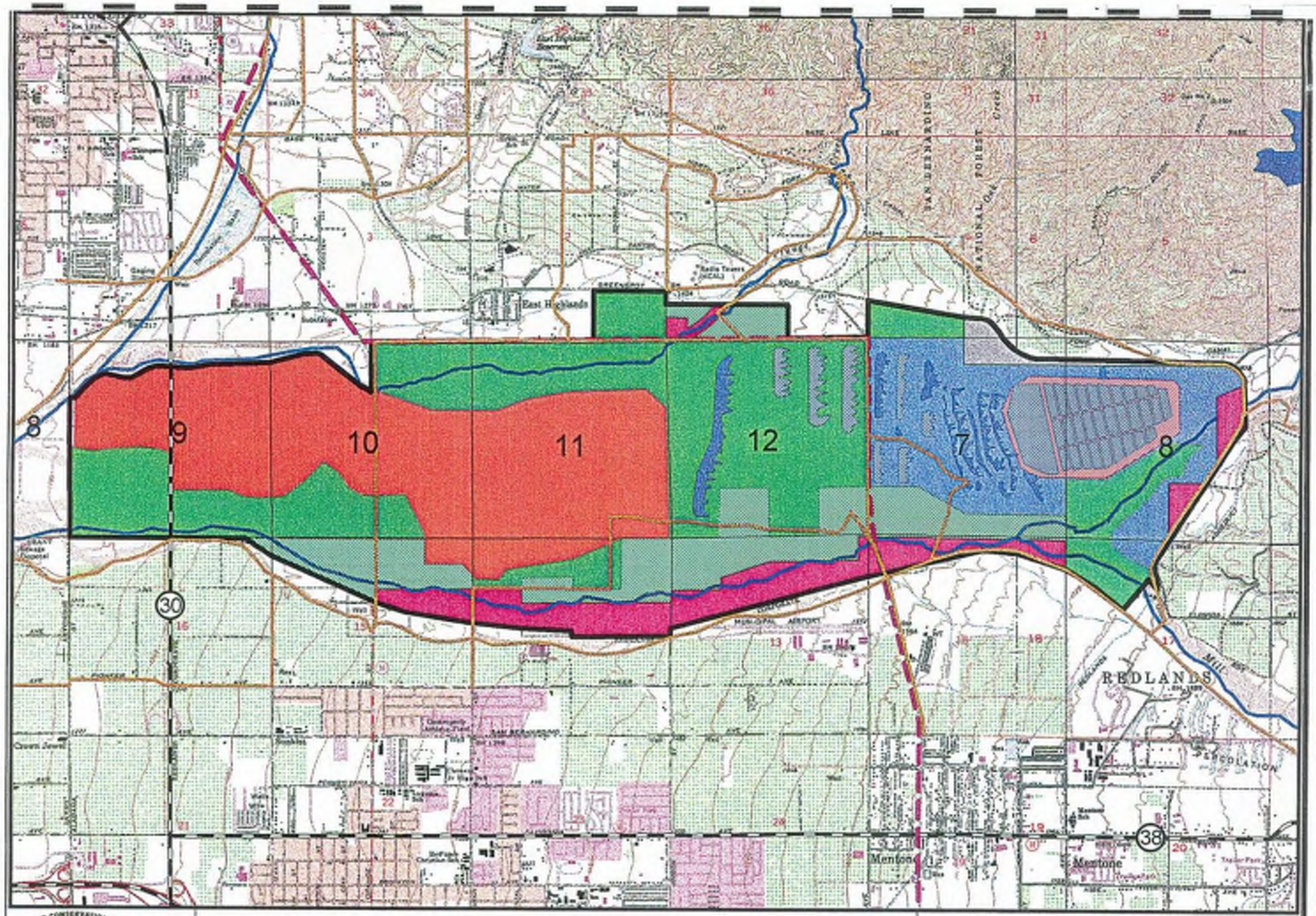
- Highway
- Section Lines
- Rivers/Creeks
- WPA Boundary
- SOD Impoundment



Santa Ana Wash Planning Area (Plan B) - Biological Resources (Fig. 3)



Santa Ana Wash Planning Area (Plan B) - Land Ownership & Water Facilities (Fig. 4)



Santa Ana Wash Planning Area (Plan B) - Land and Habitat Management Plan (Fig. 5)

EXHIBIT "B": TASK FORCE CONTRIBUTION LEVELS

Allocation to the Parties of their share of the costs associated with the Project is as set forth below in the following proportions:

AGENCY	RESPONSIBILITY FOR FINANCIAL CONTRIBUTION
CEMEX	24.774
ROBERTSON'S READY MIX	24.774
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT	24.644
EAST VALLEY WATER DISTRICT	3.226
REDLANDS UTILITIES DEPARTMENT	3.226
COUNTY OF SAN BERNARDINO	6.452
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	6.452
CITY OF REDLANDS	6.452

Should the cost to complete financing of the Project exceed the total current estimated charges set forth above, the Task Force will have the responsibility of obtaining any required additional funding from each of the Parties. Any such additional funding shall be assessed to those Parties in the above-mentioned proportions, or as otherwise determined by the Task Force.

Note that in the event the City of Highland joins the Task Force as a Regular Member pursuant to the provisions of Section 2 (H) of this Agreement, the contribution levels set forth here will be superseded by the levels set forth in Exhibit "B-1."

EXHIBIT "B-1": TASK FORCE CONTRIBUTION LEVELS IN THE EVENT CITY OF HIGHLAND JOINS AS A REGULAR MEMBER

Allocation to the Parties of their share of the costs associated with the Project is as set forth below in the following proportions:

AGENCY	RESPONSIBILITY FOR FINANCIAL CONTRIBUTION
CEMEX	23.272
ROBERTSON'S READY MIX	23.272
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT	23.152
EAST VALLEY WATER DISTRICT	3.030
REDLANDS UTILITIES DEPARTMENT	3.030
COUNTY OF SAN BERNARDINO	6.061
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	6.061
CITY OF HIGHLAND	6.061
CITY OF REDLANDS	6.061

Should the cost to complete financing of the Project exceed the total current estimated charges set forth above, the Task Force will have the responsibility of obtaining any required additional funding from each of the Parties. Any such additional funding shall be assessed to those Parties in the above-mentioned proportions, or as otherwise determined by the Task Force.

This schedule of contribution levels shall only become effective if the City of Highland joins the Task Force as a Regular Member pursuant to the provisions of Section 2 (H) of this Agreement.

EXHIBIT "C": PROJECT FLOW DIAGRAM

10/03/01
02/13/02
Special

EXHIBIT "C"

PROPOSED LAND MANAGEMENT & HABITAT CONSERVATION PLAN "PROJECT"

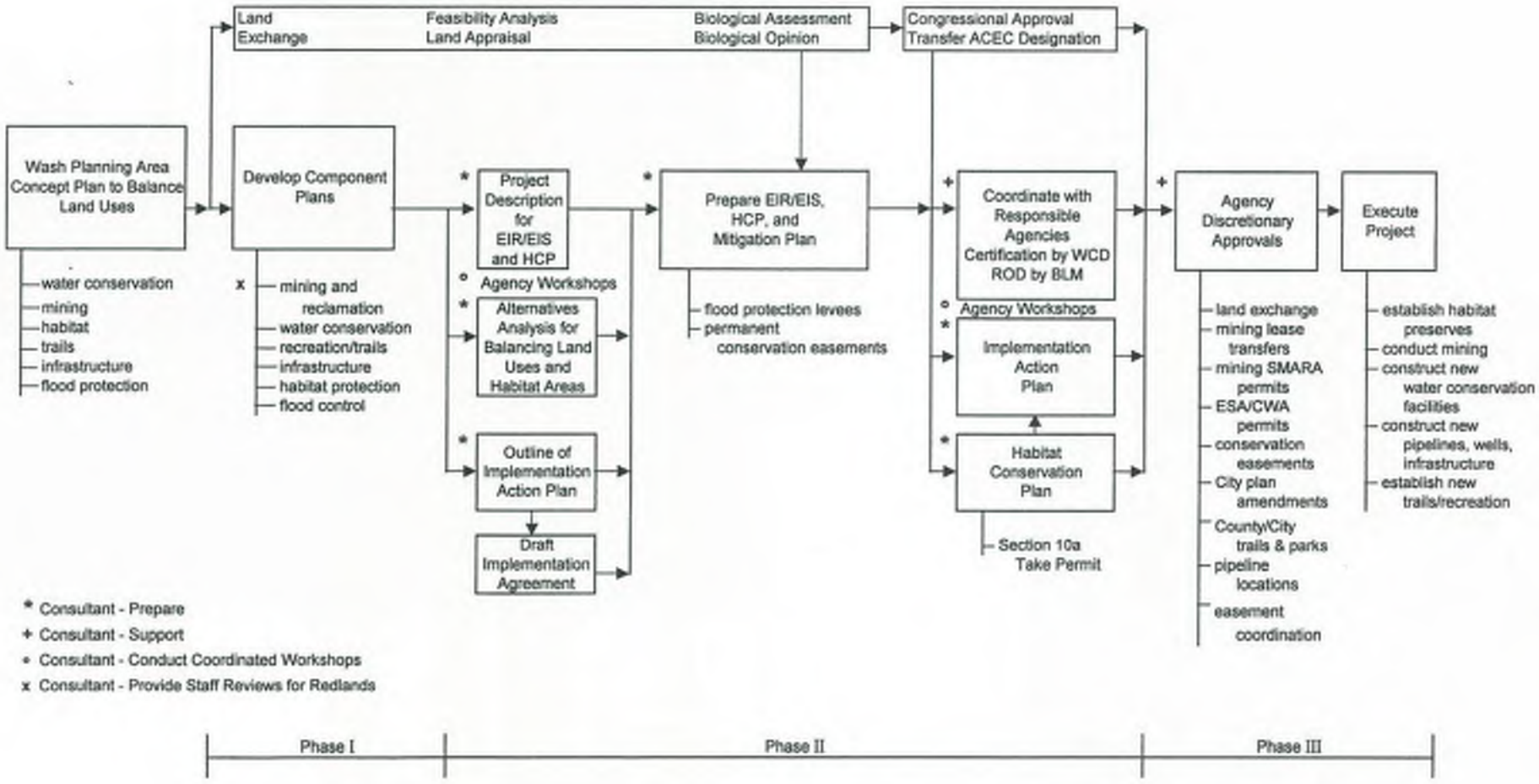


EXHIBIT "C-1": PROJECT FLOW DIAGRAM IN THE EVENT CITY OF HIGHLAND JOINS AS A REGULAR MEMBER

10/03/01
02/13/02
Special

EXHIBIT "C-1"

PROPOSED LAND MANAGEMENT & HABITAT CONSERVATION PLAN "PROJECT"

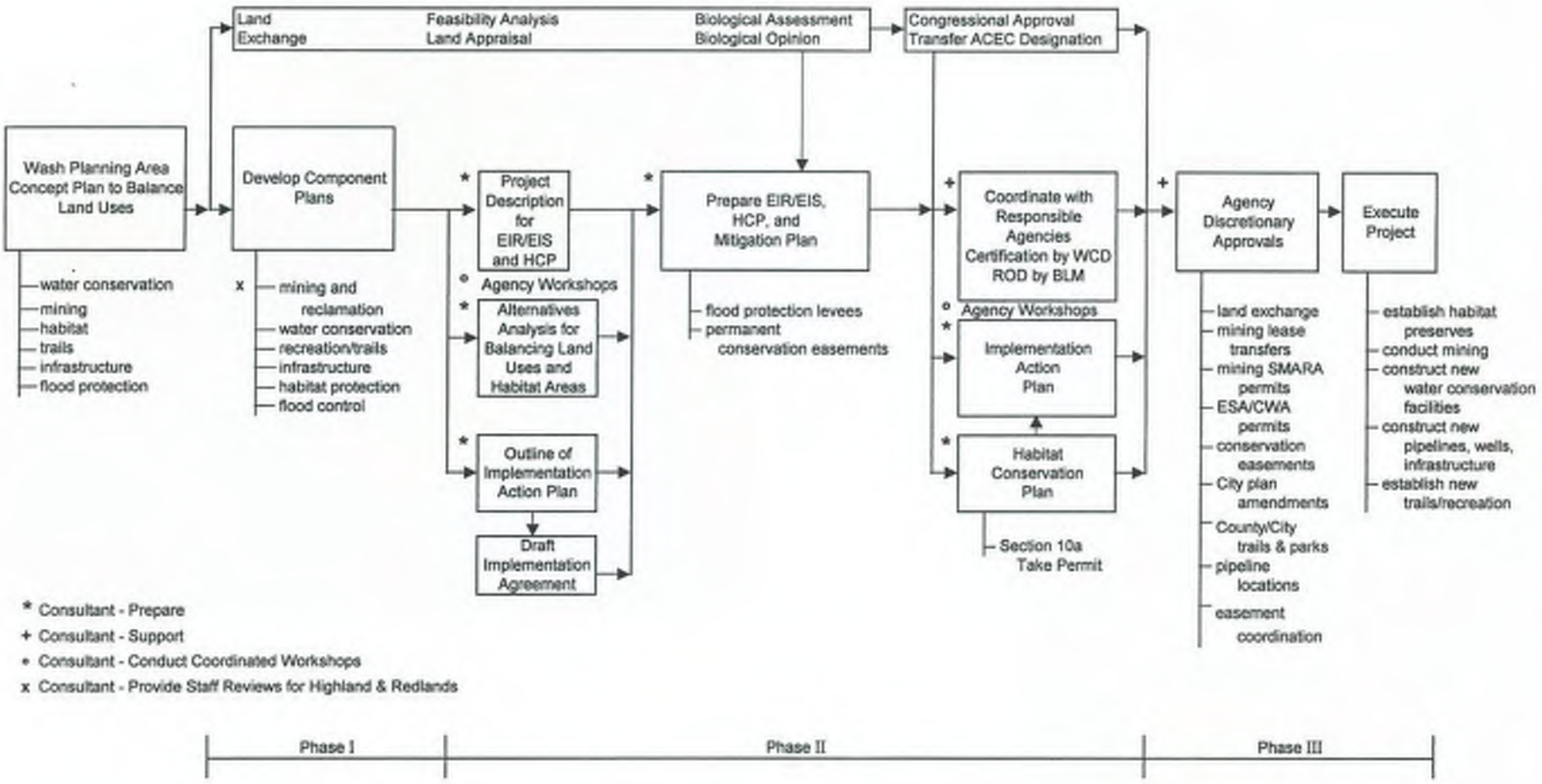


EXHIBIT "D": REVISIONS TO AGREEMENT IN THE EVENT CITY OF HIGHLAND JOINS AS A REGULAR MEMBER

In the event the City of Highland joins the Task Force as a Regular Member pursuant to, and in compliance with, the provisions of Section 2 (H) of this agreement, the parties hereto have agreed to certain modifications of the text of the Task Force Agreement, which will serve as amendments thereto, effective immediately and prospectively upon inclusion of the City of Highland as a Regular Member pursuant to Section 2 (H). These amendments are set out below:

Section 1 (A) 3): A Recreation Plan, which coordinates the planning and development of trails, parks, and public recreation areas, which will be provided by Conservation District, San Bernardino County, Highland, and Redlands.

Section 1 (A)(4): An Infrastructure Plan, which describes the location of pipelines, utility corridors, roads, bridges, highways, and communication facilities, which will be provided by the Conservation District, San Bernardino County, Highland, and Redlands.

Section 1 (F): Task Force submit the EIR/EIS, Implementation Action Plan, and Habitat Conservation Plan to the appropriate agencies for their action and, if adopted, subsequent implementation. The EIR/EIS shall not be certified by the Lead Agency as to those portions of the Project occurring within the jurisdictional boundaries of the City of Highland if, prior to the time the Lead Agency certifies the EIR/EIS, it has been disapproved by the City Council of the City of Highland. The EIR/EIS shall not be certified by the Lead Agency as to those portions of the Project occurring within the jurisdictional boundaries of the City of Redlands if, prior to the time the Lead Agency certifies the EIR/EIS, it has been disapproved by the City Council of the City of Redlands.

Section 2 (B)(2): The California Department of Water Resources (DWR), the California Department of Fish and Game (DFG), the United States Fish and Wildlife Service (USFWS), and County of Orange are hereby designated as Advisory members of the Task Force.

Section 4 (B)(1): Revise Section 4 (B)(1). to read as follows:

Serve as the Lead Agency under CEQA and as assistant to BLM, which is the Lead Agency under NEPA, provided, however, that on issues relating to definition of level of significance for impacts, existence of and mitigation for significant adverse environmental impacts, and formulation of a mitigation monitoring program for those portions of the Project requiring permits under SMARA, the Project Manager shall accept and incorporate into the EIR/EIS the collective determinations of the applicable agencies with SMARA permitting authority for such aspects of the Project, and in the absence of any agreement by such agencies, shall refer determination of such issues to the Task Force;

Exhibit "B": Replace with Exhibit "B-1."

EXHIBIT "D": REVISIONS TO AGREEMENT IN THE EVENT CITY OF HIGHLAND JOINS AS A REGULAR MEMBER (CONTINUED)

Exhibit "C": Replace with Exhibit "C-1."

UPPER SANTA ANA RIVER WASH LAND MANAGEMENT AND HABITAT CONSERVATION PLAN TASK FORCE ("Task Force")

LIST OF TASK FORCE MEMBER AGENCIES

(December 10, 2002)

REGULAR MEMBERS

Member Agency	Governing Member	Technical Member
City of Highland		
City of Redlands		
City of Redlands Municipal Utilities		
County of San Bernardino		
County Flood Control District		
East Valley Water District		
Robertson's Ready Mix, Ltd.		
CEMEX, USA		
U.S. Bureau of Land Management		
Water Conservation District		

ADVISORY MEMBERS

Member Agency	Member
U.S. Army Corps of Engineers	
U. S. Fish & Wildlife Service	
California Dept of Fish & Game	
California Dept of Water Resources	
County of Orange	

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
(909) 793-2503
Fax: (909) 793-0188

P.O. Box 1839
Redlands, CA 92373-0581
Email: info@sbvwcd.dst.ca.us

December 10, 2002

Jack Woodbury
San Bernardino Valley WCD
31919 Florida Street
Mentone, CA 92346

RE: Agreement to Form the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan Task Force

Dear Mr. Woodbury:

As previously announced, all of the required signatures have been obtained for the Task Force Agreement ("Agreement") referenced above. Attached are the signature pages that you should insert in your copy of the Agreement. On page 1 of the Agreement, you should write in "20th day of "November" 2002 as the effective day. In accordance with the Agreement, the San Bernardino Valley Water Conservation District ("District") shall be the Task Force Project Manager.

As a reminder, the Agreement was prepared to accommodate the City of Highland because there was a potential delay in their decision to participate. As we now know, the City of Highland agreed to participate several months ago. Therefore, please annotate the appropriate paragraphs of the Agreement to refer to Exhibit "D," "*Revisions to Agreement in the Event City of Highland Joins as a Regular Member*."

Section 2 of the Agreement identifies the criteria for Regular and Advisory Members of the Task Force, and stipulates that each Regular Member will have two representatives: one to oversee and contribute to the technical/staff aspects and one from the governing body. The names of those representatives should be forwarded to the Project Manager at this time. Advisory Members should also submit representative names to the Project Manager at this time. A list of current Regular and Advisory Members is attached.

On December 20, the former Wash Committee Technical Advisory Committee (TAC) will meet for a Pre-final review of the proposed scope of work prior to the Project Manager issuing a Notice to Proceed to LSA Associates, Inc., who will prepare the environmental documentation for the Concept Plan. Following that review, an invoice will be submitted to each Regular member for its share of the consultant's cost, based

BOARD OF DIRECTORS: Bert Marcum, Jr. · Clare Henry Day · Arnold L. Wright · Sterling Woodbury · Cheryl A. Tubbs · Melody Henriques · Manuel Aranda, Jr.
GENERAL MANAGER: D. Burnell Cavender, AICP

on the distribution of costs shown on Exhibit "B-1": *Task Force Contribution Levels in the Event City of Highland Joins as a Regular Member*, of the Agreement, and attached hereto.

The District is looking forward to starting calendar year 2003 by issuing a Notice to Proceed to prepare the environmental documentation. Please note that the first task in the scope of work is to complete the Project Description. Therefore, please review Section 1 of the Agreement as a reminder of the responsibilities of the Task Force and the Regular Members for preparing the "Component Plans." When the Notice to Proceed is issued, we will not want to delay the consultant by not having Component Plans ready for review. It has already been 6 years since we started developing the Concept Plan. As Project Manager, we will do our best to assure the environmental documentation is prepared within the estimated 18 months.

We thank you for your past and continued perseverance and willingness to work toward a coordinated plan that we all know intuitively is the right thing to do. We look forward to continued good working relations among the Task Force members.

Sincerely,

D. Burnell Cavender, AICP
General Manager

Enclosures: Signature Pages (9)
List of Regular and Advisory Members
Exhibit "B-1"

Copy to: David B. Cosgrove, Esq, Rutan & Tucker

PROPOSED

LAND MANAGEMENT AND HABITAT CONSERVATION PLAN FOR THE UPPER SANTA ANA RIVER WASH

EXECUTIVE SUMMARY

PREPARED FOR THE
SANTA ANA RIVER WASH AREA COORDINATED
PLANNING ACTIVITIES COMMITTEE

BY

STAFF OF THE
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

APRIL 2001
(Figures Revised December 2001)

PROPOSED LAND MANAGEMENT AND HABITAT CONSERVATION PLAN FOR THE UPPER SANTA ANA RIVER WASH

D. Burnell Cavender, AICP
General Manager
San Bernardino Valley Water Conservation District

Introduction

The land area between the mouth of the Santa Ana River Canyon, down stream of the new Seven Oaks Dam on the east, Interstate 215 (I-215) on the west, the cities of Highland and Redlands to the north and south, respectively, is known locally as the Upper Santa Ana River Wash (Wash) (Fig 1). A part of that Wash, containing approximately 5,200 acres, from the canyon mouth to Alabama Street on the west and bounded by the cities, has been the subject of intense planning the past three years. This area is known as the Wash Planning Area or the "WPA" (Fig 2).

Historically, the Wash was a natural flood plain and alluvial fan. In the past, the flood plain has provided a place to convey frequently devastating flood waters and deposit sediment. The alluvial deposit provides excellent geologic conditions to establish settling basins for percolating surface water to the groundwater basin, providing a significant part of the water supply for the local region. These same geologic conditions provide regionally significant deposits of sand and gravel as classified by the California Department of Conservation, that are used to support the local economy. In recent years, the value of the Wash as habitat for a variety of sensitive, threatened, and endangered species has become more apparent due to the decrease in this type of habitat throughout Southern California (Fig 3). Because the Wash is a unique open space and corridor, the County of San Bernardino (County) and the cities of Highland and Redlands are also planning to establish a series of recreational trails in and around the Wash. These important functions within the Wash, flood control, water conservation, mineral extraction, and wildlife habitat, are often in direct competition for much of the same land. It has been apparent since the early 1980s that a land management plan for the future use of the Wash would be needed to maintain other public services (water supply facilities, transportation and utility corridors, and recreation/trails), provide areas for the extraction of valuable construction materials, and preserve declining sensitive habitats.

In 1993, representatives of numerous agencies, including water, mining, flood control, wildlife and municipal interests, formed a Wash Committee to address local mining issues. Subsequently, the role of the Committee was expanded to address all the land functions in the Wash. The Wash Committee began meeting again in 1997 to determine how to use the WPA to accommodate all the important functions identified above. A Policy Action Committee (PAC) was established consisting of elected officials from the County, cities of Highland and Redlands, and the San Bernardino Valley Water Conservation District (District), and the Field Manager from the U.S. Bureau of Land Management (BLM). A Technical Advisory Committee (TAC) was formed with

representatives of the PAC agencies and other water, mining, flood control, and wildlife interests. The District chairs and provides staff support for the Committees.

The TAC, in concept, wiped the WPA clean of land ownership lines (Fig 4) and began anew to decide how the land could best be used. As a result of extensive workshops during 1998 and 1999, a conceptual Coordinated WPA map has been developed. As expected, the way the land might best be used and the way the land use was planned were not the same, nor does it conform to current land ownership. For example, the TAC found that some land proposed for mining was better suited for joint use by water conservation and wildlife habitat while other areas proposed for habitat preservation could be used better for mining. It became apparent that to make a plan work, land ownership would have to change, in particular, a land transfer or exchange between the BLM and the District, and areas leased by the District for mining.

A general consensus of the TAC was reached in early 2000 on the areas within the WPA designated for the specified land uses, which is the basis of the Land Management and Habitat Conservation Plan (Plan) (Fig 5). As stated, the proposed designations for land use crossed land ownership (3 public and 2 private) and land use authority lines (2 cities and the County). The TAC determined that mining expansion is best addressed by consolidating the future mining activity into one large area adjacent to existing mining operations within the western half of the WPA. This focuses extraction activities on lands currently disturbed by mining and lands with the least long-term wildlife habitat value. Furthermore, the TAC determined that portions of the BLM land designated as Areas of Critical Environmental Concern (ACEC) were either previously disturbed or were fragmented by adjacent mining activities, and thus would be better suited for mining expansion. Some of the most intact, viable wildlife habitat areas are contained within lands that are leased for future mining and currently used for water conservation. The TAC concluded that some of these lands were best suited for joint use as water and habitat conservation rather than mining. For example, the up-gradient side of a percolation basin dike could be wetted and periodically contain water for water-dependent species; whereas, the down-gradient side could generally remain undisturbed, except for maintenance and repair of the percolation basin dike and, therefore, could support other wildlife species common to the WPA.

Refinements in land use boundaries were made and agency and jurisdictional coordination was accomplished. The result of this effort is a proposed Plan that designates areas of the WPA for specific uses. The Plan will allow the existing and future Wash activities and land functions to occur and establish habitat preserves.

It is imperative that the principles that will govern the use, management, and conservation of the WPA be set forth in legally binding documents to which all concerned parties can agree. The PAC believes that there are sufficient lands in the WPA that can be divided equitably among the advocates to accommodate the needs for water conservation and supply facilities, aggregate extraction, and flood protection, while providing land for wildlife habitat and recreation.

It is equally important to note that if this coordinated Plan is not implemented, the consequences could be very grave for each of the primary use groups. Without the Plan, attempts to expand water conservation to meet future demands, develop additional aggregate resources, or effectively protect habitat will likely be held up by legal proceedings. Such action could result in

piecemeal planning, thus impairing the ability to reach an effective compromise. If local land use agencies make decisions regarding mining development in the WPA, without considering a coordinated plan, there could be greater environmental degradation and reduced ability to meet future water supply demands. On the other hand, if local officials make land use decisions that significantly restrict water conservation activities and mining, the reduced availability of water and aggregate resources may impact the economic development of the region. The affect of not implementing this Plan is that none of the groups would be able to accomplish its goals.

Proposed Project Description Summary

The proposed project is a Land Management and Habitat Conservation Plan (Plan) for the Upper Santa Ana River Wash Planning Area. The land area addressed in this Plan is part of the overall alluvial fan and flood plain located along the Santa Ana River one mile downstream from the new Seven Oaks Dam between the cities of Highland on the north and Redlands to the south. The City of San Bernardino, to the northwest, is the largest city in the San Bernardino Valley. The WPA covers approximately 5,200 acres and starts at the canyon mouth at Greenspot Road, extends for some six miles to Alabama Street, and is as much as two miles wide.

The Plan will coordinate and accommodate existing ongoing and anticipated future activities planned to occur in the WPA, establish habitat preserve areas, and provide recreational trails. Each function will occupy designated specific areas within the WPA best suited for that function and will also accommodate the other competing uses for the overall benefit of the WPA. These existing and future activities include the following:

- Water conservation of both native and (when necessary) imported water resources for groundwater basin replenishment to augment public water supplies;
- Flood control, and management of the Seven Oaks Dam releases;
- Aggregate extraction and processing;
- Protection and conservation of sensitive and listed native species and habitat;
- Recreation planning including a portion of the Santa Ana River trail system; and
- Utilities, transportation, and water supply corridors and facilities.

The final approved Plan, its associated actions and permits, and environmental review will provide the necessary information for jurisdictional approvals for the described activities to move forward. The Plan, when implemented will be considered a "Win-Win-Win" for all the water, utility and service functions, mineral resource management, and environmental resource preservation.

As staff for the Wash Committee, the District invites your questions and support for this inter-relational concept plan. You may call me at 909-793-2503, or write to me at P.O. Box 1839, Redlands, CA 92373.

Coordinated Operations Agreement

This Coordinated Operations Agreement ("**Agreement**") is entered into and effective this 9 day of September, 2013 (the "**Effective Date**") by and between the San Bernardino Municipal Water Department (the "**Department**") and San Bernardino Valley Municipal Water District ("**Valley District**"). The Department and Valley District are each sometimes referred to herein as a "**Party**" and are collectively referred to as the "**Parties.**"

Recitals

A. The Department owns certain water delivery facilities serving the residents of the City of San Bernardino, including certain groundwater wells, the Encanto pumping station, the 10th Street Pipeline, and the Virginia Street Pipeline, all of which are identified more fully on the map attached hereto as **Exhibit A**, which is incorporated herein by reference ("**Department Facilities**").

B. By agreement dated June 15, 2005, Valley District purchased 61.98% of the capacity in Department's 10th Street Transmission Main and 46.73% of the capacity in Department's Virginia Street Transmission Main.

C. Valley District owns certain water delivery facilities in and through the City of San Bernardino which are identified more fully on the map attached hereto as **Exhibit A**, which is incorporated herein by reference ("**Valley District Facilities**").

D. At Valley District's request, the Department has been operating and making Department deliveries utilizing Valley District's Baseline Feeder Extension South Pipeline.

E. Both the Department and Valley District from time to time have unused capacity in their respective water delivery facilities.

F. The Parties share an interest in using their respective facilities to increase operational flexibility, improve water supply reliability in their respective service areas, encourage the efficient use of capacity within the each Party's water delivery system and provide the public with more reliable water service as efficiently as possible.

G. The Parties wish to enable each other to make use of unused capacity in their respective facilities whenever possible and so wish to provide for the coordinated operation of those facilities.

H. The Parties agree that if either Party uses the other's water delivery facilities to deliver water, that Party using the facilities should be responsible for the increased cost associated with that Party's use.

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I. The Parties wish to continue the spirit of cooperation they enjoy by memorialing in this Agreement their desire to share their respective water production, transmission and distribution facilities.

Agreements

The Parties agree as follows:

1. *Term.* This Agreement shall have an initial term of twenty-five (25) years from its Effective Date and shall automatically renew for subsequent ten-year terms thereafter unless terminated as provided for in paragraph 2 below.

2. *Termination.* This Agreement may be terminated by either Party: (i) at the end of the initial term or any subsequent term, with or without cause, upon written notice provided at least one year prior to the end of the initial or subsequent term; or (ii) for cause upon 90-days' written notice, *provided* that the Parties have, prior to the notice of termination, attempted to resolve the dispute as provided in paragraph 13.cbelow.

3. *Other Agreements.* This agreement is not intended to modify or change any other agreement the Parties may have together.

4. *Facilities Subject to This Agreement.* This Agreement governs the Parties' coordinated operation and use of the Department Facilities and the Valley District Facilities as described in Exhibit A, respectively. The Parties may amend this Agreement to add additional water delivery facilities owned by either Party upon the written consent of the other Party. Neither Party shall unreasonably delay or deny its consent for the addition of facilities owned by the other Party.

5. *Priority.* Save as may be provided by any other written agreement existing as of the Effective Date of this Agreement, each Party shall have priority for the use of the other Party's facilities, as set forth in Exhibit A, over any non-Party to this Agreement. Nothing in this Agreement, however, shall be construed to create a right by either Party to any specific share of the capacity in the other Party's facilities except for that capacity already purchased in Department's facilities by Valley District.

6. *Coordinated Operations.* This Agreement provides for the Parties' coordinated use of unused capacity within their respective water delivery facilities.

a. *Operation of Department Facilities.* The Department shall operate the Department Facilities to serve Valley District as follows:

(1) When Valley District requests a change to the current flow rate in one or more of the Department Facilities, Valley District shall request that change in writing at least 24 hours in advance, except in case of emergency.

(2) If the Valley District request is for flow through facilities in which Valley District has purchased capacity, Department's staff shall make the operational changes needed to provide the requested flow rate to Valley District for the duration requested.

(3) If the Valley District request is for flow through Department facilities in which Valley District does not own capacity and Department, in its sole discretion, determines that there will be unused and available capacity in that Department Facility, the Department's staff shall make the changes needed to provide the requested flow rate to Valley District for the duration requested.

b. *Operation of Valley District's Baseline Feeder Extension South Pipeline.* The Department shall operate the Baseline Feeder Extension South Pipeline on behalf of Valley District as follows:

(1) If the Department wishes to change the flow rate in the Valley District Facilities to make better use of unused and available capacity, the Department will provide Valley District with at least 24 hours' written notice of such change in flow rate. Valley District may, in its sole discretion, veto such modification of flow rates if Valley District believes that the modification in flow rates would not serve the interests of Valley District or its other customers.

(2) Valley District will coordinate deliveries of water with the Department staff operating the pipeline.

(3) The Baseline Feeder Extension South Pipeline presently conveys potable drinking water for the Department. Department agrees to fulfill all monitoring and other requirements associated with operating a potable water line per all applicable state and federal laws.

c. *Operation of other Valley District Facilities.* Valley District shall operate Valley District Facilities to serve the Department as follows:

(1) If the Department wishes to change the flow rate of a Valley District Facility to make better use of unused and available capacity, the Department will provide Valley District with at least 24 hours' written notice of such a change in flow rate. Valley District may, in its sole discretion, veto such modification of flow rates if Valley District believes that the modification in flow rates would not serve the interests of Valley District or its other customers.

(2) If the Department request is for flow through Valley District facilities, Valley District, in its sole discretion, determines that there will be unused and available capacity in that Valley District Facility, the Valley District

staff shall make the changes needed to provide the requested flow rate to the Department for the duration requested.

7. *Establishment of Joint Operations Committee.* The Parties shall establish and participate in a Joint Operations Committee (the "**JOC**") to serve in an advisory capacity to both Parties regarding their coordinated operation of the Department Facilities and the Valley District Facilities. The JOC shall establish which costs for the Department Facilities and the Valley District Facilities are eligible for reimbursement, and shall perform such other functions as determined by the Parties. The JOC shall meet at least twice a year to review the financial and water accounting needed to implement this Agreement.

8. *Maintenance.* Valley District shall be responsible for performing routine maintenance on Valley District Facilities, and Department shall be responsible for performing routine maintenance on Department Facilities. However, each Party shall be reimbursed for any JOC approved maintenance costs associated with the shared use of the facilities as described in Section 9 below.

9. *Eligible Reimbursement Costs.* Each Party will reimburse the other Party for its use of that Party's facilities as follows:

a. *Valley District Facility Replacement Costs.* Since Valley District's facilities were constructed and paid for entirely by Valley District, Valley District shall pay all replacement costs.

b. *Valley District Baseline Feeder Extension South Pipeline.* The Department will continue to provide and pay for all operations costs associated with the Baseline Feeder Extension South Pipeline provided that the Department is the sole user of this facility. At such time that Valley District and/or its partner Western Municipal Water District begin to operate this facility, the Department shall pay its proportional share of the operations costs as calculated in paragraph c, below.

c. *Valley District Operations Costs.* The Department will reimburse Valley District for **Fixed Costs** and **Variable Costs** associated with the Department's use of the Valley District Facilities, as provided in this paragraph. Department's total reimbursement to Valley District shall be the sum of the Fixed Cost and the Variable Cost in each calendar year.

(1) *Fixed Costs.* **Fixed Costs** shall consist of the sum of: (i) sampling costs, and (ii) permit compliance costs incurred by Valley District in the operation of its Facilities. Department shall pay Valley District a portion of total Fixed Costs for the operation of the Valley District Facilities that is equal to the proportion of the total capacity of the Valley District Facilities which is authorized for Department's use in that calendar year.

(2) *Variable Costs.* **Variable Costs** shall consist of the sum of: (a) energy costs associated with the use of the Valley District Facilities; (b) repair costs; and (c) personnel costs for the use of the Valley District Facilities.

Department shall pay Valley District the portion of the total Variable Costs for the operation of the Valley District Facilities that is equal to the proportion of the total capacity of the Valley District Facilities which is authorized for Department's use in that calendar year.

d. *Department Facilities.* Valley District will reimburse Department for **Fixed Costs** and **Variable Costs** associated with Valley District's use of the Department Facilities, as provided in this paragraph. Valley District's total reimbursement to the Department shall be the sum of the Fixed Cost and the Variable Cost in each calendar year.

(1) *Replacement Costs.* For all of the Department facilities in which Valley District has purchased capacity, Valley District shall pay its proportionate share of any replacement costs.

(2) *Fixed Costs.* **Fixed Costs** shall consist of the sum of: (i) sampling costs, and (ii) permit compliance costs incurred by the Department in the operation of the Department Facilities. Valley District shall pay the Department a portion of total Fixed Costs for the operation of the Department Facilities that is equal to the capacity which Valley District has purchased in Department facilities or its proportionate share, based on the capacity that has been authorized for Valley District use in that calendar year.

(3) *Variable Costs.* **Variable Costs** shall consist of the sum of: (a) energy costs associated with the use of the Department Facilities; (b) repair costs and (c) personnel costs for the use of the Department Facilities. Valley District shall pay the Department a portion of the total Variable Costs for the operation of the Department Facilities that is equal to the proportion of the total flows conveyed through the Department Facilities during a calendar year that were conveyed at the request of Valley District in that year.

e. *Fair Compensation.* For the purposes of Water Code Section 1810, both Parties agree that the payment structure set forth in this paragraph 8 constitutes fair compensation for each Party's use of unused capacity in the other Party's facilities.

10. *Invoices.* Each Party shall invoice the other Party for eligible reimbursement costs, as described in paragraph 8 above, annually in arrears on each March 1. Invoices shall include a full cost accounting, and must indicate, in reasonable detail, the cost of each action undertaken to operate and maintain the facilities in question. Invoices shall include all information reasonably necessary for each Party to confirm the other Party's calculation of reimbursement costs. In the event that either Party objects to any costs identified on an invoice, that Party shall pay the undisputed costs and shall invoke the dispute resolution process set forth in paragraph 13.c below for the objectionable costs.

11. *Payment Schedule.* Within 45 days of the date that an invoice is provided to a Party, the Party shall pay the invoicing Party for any costs that are not subject to an objection.

12. *Indemnification.*

a. *Indemnification by Department.* The Department shall indemnify, defend and hold harmless Valley District, its directors, officers, employees and agents from and against all damages, liabilities, claims, actions, demands, costs and expenses (including, but not limited to, costs of investigations, lawsuits and any other proceedings whether in law or in equity, settlement costs, attorneys' fees and costs), and penalties or violations of any kind, which arise out of, result from, or are related to the implementation of this Agreement by Department.

b. *Indemnification by Valley District.* Valley District shall indemnify, defend and hold harmless Department, its directors, officers, employees and agents from and against all damages, liabilities, claims, actions, demands, costs and expenses (including, but not limited to, costs of investigations, lawsuits and any other proceedings whether in law or in equity, settlement costs, attorneys' fees and costs), and penalties or violations of any kind, which arise out of, result from, or are related to the implementation of this Agreement by Valley District.

c. *Indemnification Procedures.* Any Party that is an indemnified party (the "**Indemnified Party**") that has a claim for indemnification against another Party (the "**Indemnifying Party**") under this Agreement, shall promptly notify the Indemnifying Party in writing, *provided, however,* that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation unless (and then solely to the extent) the Indemnifying Party is prejudiced. Further, the Indemnified Party shall promptly notify the Indemnifying Party of the existence of any claim, demand, or other matter to which the indemnification obligations would apply, and shall give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with counsel of its own selection, *provided* that the Indemnified Party shall at all times also have the right to fully participate in the disputed matter at its own expense. If the Indemnifying Party, within a reasonable time after notice from the Indemnified Party, fails to defend a claim, demand or other matter to which the indemnification obligations would apply, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim or other matter, on behalf, or for the account, and at the risk, of the Indemnifying Party. If the claim is one that cannot by its nature be defended solely by the Indemnifying Party, then the Indemnified Party shall make available all information and assistance to the Indemnifying Party that the Indemnifying Party may reasonably request.

13. *Administration of Agreement.*

a. *Recordation of Agreement.* Valley District shall, within ten days of the Effective Date of this Agreement, cause this Agreement to be recorded in the Official Records of the County of San Bernardino. Valley District shall provide the Department with a recorded copy of this Agreement promptly upon the receipt of such copy from the County of San Bernardino.

b. *Books and Records.* Each Party shall have access to and the right to examine any of the other Party's pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Agreement. The Parties shall each retain all such books, documents, papers or other records to facilitate such review. Access to each Party's books and records shall be during normal business hours only. Nothing in this paragraph shall be construed to operate as a waiver of any applicable privileges.

c. *Disputes.* The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:

(1) *Statement Describing Alleged Violation of Agreement.* A Party alleging a violation of this Agreement (the "**Initiating Party**") shall provide a written statement describing all facts that it believes constitute a violation of this Agreement to the Party alleged to have violated the terms of this Agreement (the "**Responding Party**").

(2) *Response to Statement of Alleged Violation.* The Responding Party shall have sixty days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party or to cure the alleged violation to the reasonable satisfaction of the Initiating Party. The Initiating Party and the Responding Party shall then meet within thirty days of the date of the response to attempt to resolve the dispute amicably.

(3) *Mediation of Dispute.* If the Initiating Party and the Responding Party cannot resolve the dispute within ninety days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a Commissioner or Director. These representatives of the Initiating Party and the Responding Party may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party and the Responding Party.

(4) *Reservation of Rights.* Nothing in this paragraph 13.c shall require a Party to comply with the dispute resolution process contained herein and each Party retains and may exercise at any time all legal and equitable rights

and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five calendar days' written notice of its intent to sue to all Parties.

14. *No Changes to Water Rights.* This Agreement is an agreement for the coordinated use of the Department Facilities and the Valley District Facilities only. Nothing in this Agreement shall validate, invalidate or modify, in any way, any rights to water held or claimed by a Party.

15. *Ownership of Department and Valley District Facilities.* Nothing in this Agreement shall be construed so as to change the ownership of such facilities or to provide one Party with a real property interest in the facilities of the other Party

16. *General Provisions.*

a. *Authority.* Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.

b. *Amendment.* This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.

c. *Jurisdiction and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

d. *Headings.* The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

e. *Construction and Interpretation.* This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

f. *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

g. *Partial Invalidity.* If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be

fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

h. *Successors and Assigns.* This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

i. *Waivers.* Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

j. *Attorneys' Fees and Costs.* The prevailing Party in any litigation or other action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements in addition to any other relief deemed appropriate by a court of competent jurisdiction.

k. *Necessary Actions.* Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

l. *Compliance with Law.* In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

m. *Third Party Beneficiaries.* This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

n. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

o. *Notices.* All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally, by facsimile transmission or by electronic mail on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

City of San Bernardino Municipal Water Department
300 N. D Street, 5th Floor
San Bernardino California 92418
(909) 384-5141
Attention: General Manager

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT:

San Bernardino Valley Municipal Water District
380 E. Vanderbilt Way
San Bernardino, CA
(909) 387-9200
Attn: General Manager

A Party may change its address for notice by providing thirty days' advance written notice of such change to the other Party.

---------- SIGNATURES ON FOLLOWING PAGE ----------

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

By: _____
Stacey Aldstadt
General Manager

Dated: Sept. August 9, 2013.

Approved as to form only:

By: _____
Andrew M. Hitchings
Somach Simmons & Dunn

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Douglas Headrick
General Manager

Dated: Aug. 20, 2013.

Approved as to form only:

By: _____
David R.E. Aladjem
Downey Brand LLP

D-1: UWMP Compliance Checklist

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
1	Chapter 1	10615	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities.	Introduction and overview	n/a	Section 4.2, 4.4, 4.5, 4.8; Tables 414–420
1	Chapter 1	10630.5	Each plan shall include a simple description of the Supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a Supplier may also choose to include a simple description at the beginning of each chapter.	Plan preparation	n/a	Section 4.4, 4.5, 4.6, 4.8
2.1	Section 2.1	10620(b)	Every person that becomes a Supplier shall adopt UWMP within one year after it has become a Supplier.	Plan preparation	n/a	Section 4.9
2.5	Section 2.5	10644	Supplier shall report the Public Water Systems number, volume of delivered water, and number of connections that are included in this UWMP.	Plan preparation	2-1	Table 42, 43, 44
2.5	Section 2.5	10644	Supplier shall report if this UWMP is an individual UWMP and whether the Supplier belongs to a regional UWMP or regional alliance.	Plan preparation	2-2	Part 1 Chapter 1
2.5	Section 2.5	10644	Supplier shall report whether the data is in fiscal or calendar years and the units of measure used for reporting water volumes.	Plan preparation	2-3	Section 4.1
2.4	Section 2.4	10642	Provide supporting documentation that the Supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	Plan preparation	n/a	Section 4.9
2.4	Section 2.4.2	10620(d)(3)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other Suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan preparation	n/a	Section 4.9
2.4	Section 2.4.1	10631(h)	Retail Suppliers will include documentation that they have provided their Wholesale Supplier(s)—if any—with water use projections from that source.	Plan preparation	2-4 R	Section 4.2
2.4	Section 2.4.1	10631(h)	Wholesale Suppliers will provide their Suppliers with identification and quantification of the existing and planned sources of water available from the Wholesale Supplier to the Supplier during various water year types.	Plan preparation	2-4 W	Section 4.4, 4.5; Tables 414–420
3	Chapter 3.0	10631(a)	Describe the Supplier service area.	System description	n/a	Section 4.1; Figure 41
3.3	Section 3.3	10631(a)	Describe the climate of the Supplier's service area.	System description	n/a	Section 4.1, 4.2.6
3.4	Section 3.4.1	10631(a)	Provide the current and projected service area populations for 2030, 2035, 2040, 2045 and optionally 2050.	System description	3-1	Section 4.1; Table 41
3.4	Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the Supplier's water management planning.	System description	n/a	Section 4.2
3.5	Section 3.5	10631(a)	Describe the land uses within the service area… include the current and projected land uses within the existing or anticipated service area affecting the Supplier's water management planning. Describe the land uses within the service area.	System description and baselines	n/a	Section 4.1; Figure 42
4.2	Sections 4.2.3 and 4.2.4	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System water use	4-1 and 4-2	Section 4.2; Table 43,47, 48; Figures 43, 44
4.3	Section 4.3.1	10631(d)(3)(A)	Report the distribution system water loss for each of the five years preceding the plan update.	System water use	4-5	Section 4.2.4 ; Table 44
4.3	Section 4.3.2	10631(d)(3)(C)	Retail Suppliers shall provide data to show the distribution loss standards were met.	System water use	4-6	Section 4.2.4 ; Table 45
4.2	Section 4.2.5.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the Supplier.	System water use	4-3	Section 4.2.6; Table 49
4.2	Section 4.2.5.3	10631(d)(4)(A)	In projected water use, include estimates of water savings from adopted codes, plans, and other policies or laws.	System water use	4-3	Section 4.2.3; Table 46
4.2	Section 4.2.5.3	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	System water use	4-3	Section 4.2.3, 4.8
4.2	Section 4.2.5.3	10631(d)(4)(B)(ii)	To the extent that a Supplier reports the information described in subparagraph (A), an urban water Supplier shall… Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.	System water use	4-3	Section 4.2.3; Table 46
4.2	Section 4.2.5.6	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	System water use	n/a	Section 4.2.6, 4.6
5.1	Section 5.1	10608.36	Wholesale Suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their Retail Suppliers achieve targeted water use reductions.	Baselines and targets	n/a	Section 4.8

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
5.2	Section 5.2	10608.4	Retail Suppliers shall report on their compliance in meeting their water use targets. Reporting requirements will vary depending on whether the Supplier: - Was considered an urban retail water supplier in 2020, - Met its 2020 target in 2020, or - Was part of a merger or consolidation since 2020. Chapter 5 Subsections 5.2.1, 5.2.2, and 5.2.3 address each of these situations.	Baselines and targets	5-1	4.3
6.1	Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	System supplies	n/a	Section 4.4, 4.4.1–4.4.6
6.1	Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, including changes in supply due to climate change.	System supplies	n/a	Section 4.5; Tables 418, 419
6.2	Section 6.2.2	10631(b)(4)(C)	Indicate whether groundwater is an existing or planned source of water available to the Supplier. If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	Water supplies and recycled water	6-1	Section 4.4; Table 411
6.2	Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the Supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System supplies	n/a	Section 4.5
6.2	Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	System supplies	n/a	Section 4.4
6.2	Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the Supplier has the legal right to pump.	System supplies	n/a	Section 4.5
6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… (include) information as to whether DWR has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin…	Water supplies and recycled water	n/a	Sections 4.4, 4.5
6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… describe efforts by the Supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	Water supplies and recycled water	n/a	Section 4.5
6.2	Section 6.2.2.	10631(b)(4)(C)	If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	System supplies	n/a	Section 4.4; Table 411
6.2	Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System supplies	6-9	Section 4.4.6; Table 415
6.1	Section 6.1	10631(b)	Identify and quantify the existing and planned sources of water available for 2025, 2030, 2035, 2040, 2045 and optionally 2050.	System supplies	6-8 and 6-9	Section 4.4 ; Table 414, 415
6.2	Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System supplies	n/a	Section 4.4, 4.4.7
6.2	Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the Supplier's service area with quantified amount of collection and treatment and the disposal methods.	System supplies (recycled water)	6-2	Section 4.4; Table 412, 413
6.2	Section 6.2.5	10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System supplies (recycled water)	6-3	Section 4.4; Table 413
6.2	Section 6.2.5	10633(c)	Describe the recycled water currently being used in the Supplier's service area.	System supplies (recycled water)	6-4	Sections 4.2, 4.4; Table 43
6.2	Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System supplies (recycled water)	6-4	Section 4.4
6.2	Section 6.2.5	10633(e)	Describe the projected use of recycled water within the Supplier's service area at the end of 5, 10, 15, and 20 years, and describe the actual use of recycled water in comparison to uses previously projected.	System supplies (recycled water)	6-4 and 6-5	Table 47, 48
6.2	Section 6.2.5	10633(f)	Describe the actions that may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System supplies (recycled water)	6-6	Section 4.4; Table 415, Table 47
6.2	Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the Supplier's service area.	System supplies (recycled water)	n/a	Section 4.4
6.2	Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	System supplies	6-7	Part 1 3.8.2
6.2	Section 6.2.10	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water Supplier to address water supply reliability in average, single-dry, and for a period of drought lasting five consecutive water years.	System supplies	6-7	Section 4.4, 4.5; Tables 418–420
6.3	Section 6.3 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a Supplier can readily obtain.	System suppliers, energy intensity	O-1A, O-1B, O-1C, and O-2	4.4.9
7.1	Section 7.1	10634	Provide information on the quality of existing sources of water available to the Supplier and the manner in which water quality affects water management strategies and supply reliability.	Water supply reliability assessment	n/a	Section 4.4.6, 4.5

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
7.2	Section 7.2	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the Supplier with the total projected water use over the next 20 years.	Water supply reliability assessment	7-2, 7-3, and 7-4	Section 4.5; Table 416, 419, 420
7.2	Section 7.2.3	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water supply reliability assessment	n/a	Section 4.4, 4.5, 4.8
7.3	Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water supply reliability assessment	n/a	Section 4.6, 4.8
7.3	Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive years.	Water supply reliability assessment	n/a	4.5
7.3	Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water supply reliability assessment	n/a	4.5
7.3	Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the Supplier with the total projected water use for the drought period.	Water supply reliability assessment	7-5	4.6
7.3	Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Water supply reliability assessment	n/a	Part 1 – 2.5.2; Part 1 – 3.1.2; Part 1 – 5
8	Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water shortage contingency planning	n/a	Appendix D-6
8	Chapter 8	10632(a)(1)	Provide an analysis of water supply reliability (from Guidebook Chapter 7) in the WSCP.	Water shortage contingency planning	n/a	Appendix D-6
8.2	Section 8.2	10632(a)(2)(A)	Provide the written decision-making process and other methods that the Supplier will use each year to determine its water reliability.	Water shortage contingency planning	n/a	Appendix D-6
8.2	Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the Supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Water shortage contingency planning	n/a	Appendix D-6
8.3	Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10%, 20%, 30%, 40%, 50% shortage, and greater than 50% shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water shortage contingency planning	n/a	Appendix D-6
8.3	Section 8.3	10632(a)(3)(B)	Suppliers with an existing WSCP that uses different water shortage levels must cross reference their categories with the six standard categories.	Water shortage contingency planning	8-1	Appendix D-6
8.4	Section 8.4	10632(a)(4)(A)	Suppliers with WSCPs that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water shortage contingency planning	8-2	Appendix D-6
8.4	Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water shortage contingency planning	8-3	Appendix D-6
8.4	Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Water shortage contingency planning	8-2	Appendix D-6
8.4	Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to State-mandated prohibitions are appropriate to local conditions.	Water shortage contingency planning	Table 8-3	Appendix D-6
8.4	Section 8.4	10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water shortage contingency planning	8-2 and 8-3	Appendix D-6
8.4	Section 8.4.6	10632.5	The UWMP shall include a seismic risk assessment and mitigation plan.	Water shortage contingency plan	n/a	Appendix D-6
8.5	Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water shortage contingency planning	n/a	Appendix D-6
8.5	Section 8.5	10632(a)(5)(B), 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water shortage contingency planning	n/a	Appendix D-6
8.6	Section 8.6	10632(a)(6)	Retail Supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Water shortage contingency planning	n/a	Appendix D-6
8.7	Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the Supplier to enforce shortage response actions.	Water shortage contingency planning	n/a	Appendix D-6
8.7	Section 8.7	10632(a)(7)(B)	Provide a statement that the Supplier will declare a water shortage emergency per Water Code Chapter 3. *Water Shortage Emergencies* .	Water shortage contingency planning	n/a	Appendix D-6
8.7	Section 8.7	10632(a)(7)(C)	Provide a statement that the Supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water shortage contingency planning	n/a	Appendix D-6
8.8	Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	Appendix D-6
8.8	Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	Appendix D-6
8.8	Section 8.8	10632(a)(8)(C)	Retail Suppliers must describe the cost of compliance with Water Code Chapter 3.3, *Excessive Residential Water Use During Drought* .	Water shortage contingency planning	n/a	Appendix D-6

Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
8.9	Section 8.9	10632(a)(9)	Retail Suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data are collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water shortage contingency planning	n/a	Appendix D-6
8.10	Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the WSCP to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water shortage contingency planning	n/a	Appendix D-6
8.11	Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water shortage contingency planning	n/a	Appendix D-6
8.12	Section 8.12	10632(c)	Make available the WSCP to customers and any city or county where it provides water within 30 days after adoption of the plan.	Water shortage contingency planning	n/a	Appendix D-6
9.1	Sections 9.1	10631(e)(1)	Retail Suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand management measures	n/a	4.8.1
9.2	Sections 9.2	10631(e)(2)	Wholesale Suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and Supplier assistance program.	Demand management measures	n/a	n/a
10	Chapter 10	10608.26(a)	Retail Suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Plan adoption, submittal, and implementation	n/a	4.9
10.2	Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the Supplier provides water that the Supplier will be reviewing the UWMP and considering amendments or changes to the plan.	Plan adoption, submittal, and implementation	10-1	4.9
10.4	Section 10.4	10621(f)	Each urban water Supplier shall update and submit its 2025 plan to DWR by July 1, 202 6.	Plan adoption, submittal, and implementation	n/a	4.9
10.2	Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the Supplier made the UWMP and WSCP available for public inspection, published notice of the public hearing, and held a public hearing about the UWMP and WSCP.	Plan adoption, submittal, and implementation	n/a	4.9
10.2	Section 10.2.2	10642	The Supplier is to provide the time and place of the hearing to any city or county within which the Supplier provides water.	Plan adoption, submittal, and implementation	10-1	4.9
10.3	Section 10.3.2	10642	Provide supporting documentation that the UWMP and WSCP has been adopted as prepared or modified.	Plan adoption, submittal, and implementation	n/a	4.9
10.4	Section 10.4	10644(a)	Provide supporting documentation that the Supplier has submitted their UWMP to the California State Library.	Plan adoption, submittal, and implementation	n/a	4.9
10.4	Section 10.4	10644(a)(1)	Provide supporting documentation that the Supplier has submitted their UWMP to any city or county within which the Supplier provides water no later than 30 days after adoption.	Plan adoption, submittal, and implementation	n/a	4.9
10.4	Sections 10.4.1 and 10.4.2	10644(a)(2)	The UWMP, or amendments to the UWMP, submitted to DWR shall be submitted electronically.	Plan adoption, submittal, and implementation	n/a	4.9
10.7	Section 10.7.2	10644(b)	If revised, submit a copy of the WSCP to DWR within 30 days of adoption.	Plan adoption, submittal, and implementation	n/a	4.9
10.5	Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its UWMP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	4.9
10.5	Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its WSCP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	4.9
10.6	Section 10.6	10621(c)	If Supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	Plan adoption, submittal, and implementation	n/a	n/a

D-2: Public Outreach

D-3: Resolutions

D-4: Agreements

MUTUAL AID STANDBY WATER AGREEMENT BETWEEN THE CITY OF REDLANDS AND THE CITY OF LOMA LINDA

This Agreement is made and entered this 15th day of September, 1987, by and between the CITY OF REDLANDS, a Municipal Corporation, hereinafter referred to as "Redlands," and the CITY OF LOMA LINDA, a Municipal Corporation, hereinafter referred to as "Loma Linda."

RECITALS

WHEREAS, it is to the mutual advantage and in the best interests of Redlands and Loma Linda, both operating water utilities, so far as their mains, service requirements to existing customers, supply, and situations permit, to have a mutual aid standby water agreement whereby in case of emergencies, either can avail itself of the emergency water standby service of the other for the benefit of their respective consumers; and

WHEREAS, Redlands and Loma Linda desire to enter into such a mutual aid standby water agreement to serve one another during emergencies on the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the Cities of Redlands and Loma Linda as follows:

AGREEMENT

1. Emergency. An emergency shall mean any unforeseen circumstance or combination of circumstances such as the inability to pump due to loss of power, broken water mains, a major fire, earthquake or such other occurrence which results in the inability of either Redlands or Loma Linda to provide water service to a portion of their respective water systems.

2. Obligations of Redlands.

A. Redlands shall maintain in good working order and operational condition, an existing eight (8) inch standby water service located on the west side of Mt. View Avenue, north of Redlands Boulevard for temporary use by Loma Linda during emergencies which arise in the Loma Linda water system. Such emergency service shall be provided by Redlands to Loma Linda to the extent that Redlands' water mains, pressure, and existing services will permit, with due regard to the rights of the water consumers of Redlands first being met.

B. The existing Redlands eight (8) inch standby water service connection and the double check valve backflow prevention assembly now in service near the intersection of Redlands Boulevard and Mt. View Avenue shall remain in the system of Redlands for use by Loma Linda for standby emergency water service as long as such connection and assembly are useful and necessary to the Redlands water

system. Said connection was installed by Redlands and shall remain the property of Redlands.

3. Obligations of Loma Linda

A. Loma Linda shall furnish and maintain in good working order and operational condition, a six (6) inch standby water service to Redlands for temporary use by Redlands during emergencies which arise in the Redlands' water system. Such emergency service shall be provided by Loma Linda to Redlands to the extent that Loma Linda water mains, pressure, and existing services will permit, with due regard to the rights of the water consumers of Loma Linda first being met.

B. This six (6) inch standby water service with meter and backflow prevention assembly shall be installed by Loma Linda at the Redlands connection near the intersection of Redlands Boulevard and Mt. View Avenue. Prior to determining the exact location of this service connection, the City of Loma Linda will consult with the City of Redlands and receive its input. The six (6) inch meter, double check valve backflow preventor and valves shall be furnished, installed, and maintained in good working order and operational condition by and at the expense of Loma Linda. The six (6) inch piping and connection to Loma Linda's present system and the six (6) inch meter, double check backflow preventor and gate valves shall remain the property of Loma Linda.

4. Payment for Emergency Water Service. Each City shall pay the other for emergency water which it

receives at the time of receipt of such water and at the rate equal to the other City's production cost.

5. Requests for Service. Each City shall provide to the other the name, address, telephone numbers and title of each person authorized to respond to a request for emergency water service under this Agreement. Detailed procedures shall be determined by each City's water utility department regarding requests and responses, maximum and minimum delivery pressures, maximum flow rates, water quality at time of delivery, notifications and any other operational considerations affecting this Agreement.

6. At such time as the six (6) inch emergency standby by-pass contemplated in Section 3 for Redlands is in service, Loma Linda shall cease paying Redlands the bi-monthly rate for the existing standby water service. Redlands shall not be obligated to pay any standby charges to Loma Linda.

7. Interest in Water Systems. No claim, right, title or interest in water supplied under this Agreement, other than the contractual interest established in this Agreement, shall be acquired by either City in the other's water or water system.

8. Indemnification. Redlands shall defend, indemnify and hold harmless Loma Linda, its elected officials and employees, from and against all claims, liens, encumbrances, actions, loss, damages, causes of action,

expense and liability, including court costs and attorneys' fees arising out of or resulting from the negligent acts or omissions of Redlands, its elected officials and employees in the performance of this agreement. Loma Linda shall defend, indemnify and hold harmless Redlands, its elected officials and employees, from and against all claims, liens, encumbrances, actions, loss, damages, causes of action, expense and liability, including court costs and attorneys' fees, arising out of or resulting from the negligent acts or omissions of Loma Linda, its elected officials and employees in the performance of this agreement.

9. Successors and Assigns/Termination. This agreement shall be binding upon the successors and assigns of the parties hereto and shall remain in effect indefinitely; provided, however, either party may terminate this agreement by providing the other party with six (6) months' prior written notice of such party's intention to terminate this agreement.

10. Termination of Prior Agreements. The agreement dated June 9, 1975 between Redlands and Loma Linda relating to water service shall terminate upon execution of this Agreement.

11. Assignment. This Agreement shall not be assigned, conveyed or hypothecated without the mutual consent of the parties hereto.

12. Attorney's Fees. In the event any legal

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 recover its reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names to be subscribed hereto by their officers, upon authorization of their respective City Councils, and have caused their corporate seals to be affixed this 16th day of September, 1987.

By: Carole Beswick
Mayor, City of Redlands

ATTEST:

City Clerk, City of Redlands

By:
Mayor, City of Loma Linda

ATTEST:

City Clerk, City of Loma Linda

DJM0167

AGREEMENT BETWEEN
THE CITY OF REDLANDS AND WESTERN HEIGHTS WATER COMPANY FOR POTABLE WATER SYSTEM INTERCONNECTION

This AGREEMENT is made and entered into this 18th day of April, 2017, by and between the City of Redlands (hereinafter referred to as REDLANDS) and the Western Heights Water Company (hereinafter referred to as COMPANY), sometimes individually referred to as a PARTY and, collectively referred to as the PARTIES.

1. PURPOSE

a. The Parties have determined that an interconnection between potable water systems (the "Interconnection") would be of mutual benefit and improve system reliability during an emergency situation. This agreement sets forth the term for the construction and operation of such an Interconnection. This agreement does not provide for sustained use of the Interconnection as a source of supply outside of an emergency situation, without written approval for such sustained use from the State Water Resources Control Board.

2. DESIGN AND CONSTRUCTION

a. Project design plans have been supplied by REDLANDS at no cost to COMPANY.

b. COMPANY shall construct the Interconnection in accordance with the REDLANDS design shown in Exhibit "A." COMPANY shall invoice REDLANDS monthly for the cost of construction of those portions of the project attributed to REDLANDS as delineated in Exhibit "B." REDLANDS shall reimburse COMPANY within 30 days of receiving and approving COMPANY invoice.

c. If necessary, the Parties shall share the cost of additional design and construction of the Interconnection based on the needs of each Party, and based on the Party receiving the addition as delineated in Exhibit "B".

3. OWNERSHIP OF FACILITIES

a. Each Party shall own, operate, and maintain the pipelines and related improvements located on its side of the Interconnection.

4. TERMS OF USE

a. Availability of Water

i. Each Party will provide water to the other Party through the Interconnection during nonrecurring events and emergencies and when hydraulic conditions permit the other Party to receive water. There is no guarantee of any particular flow under any circumstance, however if delivery capacity is available, each Party will make its best efforts to provide water to the other Party and when requested to do so. At the discretion of the delivering Party, water delivered through the Interconnection may be stopped at any time, even during an emergency event, when

continued delivery would jeopardize the delivering Party's systems, water supply, or ability to meet the demands of the delivering Party's customers.

ii. To accommodate emergencies situations, which may occur without warning, all valves on both sides of the Interconnection shall be set to allow water to flow to either Party automatically during conditions when water pressure drops to levels substantially below normal. Once the party experiencing the emergency becomes aware of the use of the Interconnection they will immediately notify the supplying Party of the estimated flow and duration of the emergency. The receiving Party shall keep the delivering Party aware of changes to conditions.

iii. Where outages are known beforehand, the Party requesting water will do so in writing (e-mail is acceptable) to a Party designated employee of the providing Party. The written request shall include the requested flow rate, desired start time, and estimated duration of the delivery. The providing Party will confirm in writing (e-mail is acceptable) delivered to the requesting Party the estimated availability of the requested flow.

b. Costs and Metering

i. REDLANDS is an existing customer of COMPANY and water received by REDLANDS through the Interconnection shall be billed to the existing Oakmont Park account at COMPANY's then current regular rates. Water received by COMPANY shall be billed at REDLANDS then current regular rate. It shall be the responsibility of each Party to monitor their respective water meters and bill the receiving party within sixty (60) days of any water transfer. Bills shall be paid by the receiving Party within 30 days of receipt of bill.

ii. Each Party shall calibrate and test all metering components a minimum of once annually, providing a copy of the associated test and calibration report to the other Party, to confirm accuracy of plus or minus two percent (±2.0%). If the calibration discloses an error exceeding plus or minus two percent (±2.0%), an adjustment shall be made in metered charges, covering the known or estimated amount up to a six month period. Each Party shall be authorized to independently test the other Party's meter for verification purposes upon request, said testing shall be at the requesting Party's expense.

c. No Liability. Neither Party shall be responsible or liable to the other Party, or to any other person or entity, for any loss, liability, damage, claim, or other consequences resulting from any failure to provide water pursuant to this Agreement or any interruption or suspension of water delivery to the other Party pursuant to this Agreement.

d. No Warranty. Subject to each Party's obligation to comply with applicable law as provided herein, neither Party represents nor warrants the quality, quantity, or flow rate of any water available at any time through the Interconnection. The requesting Party shall be responsible for verifying, to its satisfaction, the quality of water entering its system and ensuring that the integration of such water with its system does not cause any water quality issues. If either Party becomes aware that the water provided by such Party fails to comply with the State Water Resources Control Board Division of Drinking Water potable water regulations and requirements, it shall immediately notify the other Party.

e. Compliance with Laws. Each Party is responsible for obtaining and maintaining all required permits and complying with all applicable laws, rules, and regulations relating to the construction, maintenance, repair, ownership, operation, and maintenance of the Interconnection facilities for which that Party is responsible as set forth in this Agreement.

f. Protection of Facilities. If any occurrence or condition during operation, maintenance, or repair of the Interconnection threatens, in the reasonable judgment of a Party (the "Affected Party"), the integrity or operational capacity of the Affected Party's facilities, the Affected Party may suspend operation, maintenance, or repair of the Interconnection or take such other action as the Affected Party deems reasonably necessary to protect its facilities.

g. Notice. The Affected Party shall give as much notice as reasonably possible to the other Party of the action taken or proposed to be taken.

h. Indemnity. Each PARTY shall defend, indemnify and hold harmless the other PARTY from and against any claim of liability, damages, costs or loss, including costs and attorneys' fees, from personal injury or death to persons, or property damage (collectively "Claims") resulting from or arising out of the negligence or willful misconduct of the indemnifying PARTY, or its elected officials, employees, contractors or agents, except to the extent such Claims may be caused by or result from the negligence or willful misconduct of the other PARTY, or its elected officials, employees, contractors or agents. Further, COMPANY shall require its contractors to defend, indemnify and hold harmless REDLANDS and its elected officials, employees and agents from and against any and all claims, losses or liability, including costs and attorneys' fees, arising from injury or death to persons or damage to property occasioned by or resulting from any negligent act, omission or failure to act, or willful misconduct by any contractor or its officers, employees and agents in constructing the Interconnection. Notwithstanding the foregoing, this obligation to indemnify shall not apply to any loss, liability, damage, claim, or other consequences resulting from any failure to provide water pursuant to this Agreement or any interruption or suspension of water delivery to the other Party pursuant to this Agreement as provided in Section 4.3, above.

5. NOTIFICATION

a. Any notice, demand, or request to be given under or pursuant to this Agreement shall be given in writing at the physical addresses set forth below by personal service; overnight courier; or registered or certified, first class mail, return receipt requested:

If to REDLANDS: Chris Diggs, Municipal Utilities & Engineering Director, 35 Cajon Street, Suite 15A, Redlands, CA 92373.

If to COMPANY:

E-mail is also an acceptable means of notification, if provided to the current e-mail address of the appropriate manager. Each Party is responsible for keeping the other Party apprised of any change to such Party's contact information.

6. TERM AND TERMINATION

a. This Agreement shall commence on the date first above written and shall continue unless and until terminated as follows:

i. Seven days after written notice is provided to either Party.

ii. Either Party may terminate this Agreement for cause if the other Party defaults on any material obligation under this Agreement and such default continues for a period of thirty (30) days after written notice of such default is delivered.

b. Upon termination of this Agreement, all amounts due and owing by either Party to the other shall be paid in full within thirty (30) days of the termination date, and all other rights and obligations of the Parties shall terminate, except that each Party shall retain ownership and responsibility for its own improvements as provided in this Agreement. Upon termination, the intertie shall be closed.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

City of Redlands

By: _____
PAUL W. FOSTER
Mayor

Date: 4/19/17

APPROVED AS TO FORM AND PROCEDURE:

By: _____
DANIEL J. McHUGH
City Attorney

Date: 4/19/17

ATTEST: _____
Jeanne Donaldson, City Clerk

Western Heights Water Company

By: _____
NAME
Title

Date: 4-21-17

APPROVED AS TO FORM AND PROCEDURE:

By: _____
NAME
Title

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

City of Redlands

By: _____
PAUL W. FOSTER
Mayor

Date: 4/19/17

APPROVED AS TO FORM AND PROCEDURE:

By: _____
DANIEL J. McHUGH
City Attorney

Date: 4/19/17

Western Heights Water Company

By: _____
NAME
Title

Date: 4-21-17

APPROVED AS TO FORM AND PROCEDURE:

By: _____
NAME Manuel D. Serpa
Title Counsel for Western Heights Water Company

Date: 4/21/17

ATTEST: _____
Jeanne Donaldson, City Clerk

D-5: DWR Tables

Submittal Table 2-1 Retail: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
Add additional rows as needed			
CA3610037	City	23,506	25,934
	Total	23,506	25,934
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.			
NOTES:			

Submittal Table 2-2: Plan Identification		
Select One	**Type of Plan**	**Name of Regional Alliance or RUWMP** (Drop Down List)
☐	**Individual UWMP**	
	If Water Supplier is also a member of a SB X7-7 Regional Alliance, select name from the drop-down.	
☑	**Regional Urban Water Management Plan (RUWMP)**	
	If Supplier selected RUWMP, select name from the drop-down.	**San Bernardino Valley Municipal Water District**
NOTES:		

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
☐	Supplier is a wholesale supplier
☑	Supplier is a retail supplier
Fiscal or Calendar Year (select one)	
☑	UWMP Tables are in calendar years
☐	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
Units of measure used in UWMP (Select from the drop down list).	
Unit	AF
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES:	

Submittal Table 2-4 Retail: Water Supplier Information Exchange **Water Code Section 10631(h)**
The retail Supplier has informed the following wholesale supplier(s) of projected water use.
Wholesale Water Supplier Name
Add additional rows as needed
San Bernardino Valley Municipal Water District
NOTES:

10631(h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available.

Submittal Table 3-1 Retail: Population - Current and Projected Water Code Section 10631(a)						
Population Served	2025	2030	2035	2040	2045	2050(opt)
	84,183	88,516	92,297	94,910	97,597	100,361
NOTES:						

CWC 10631(a) describe the current and projected population of the service area including current and projected population…

Submittal Table 4-1 Retail: Total Uses for Potable and Non-Potable Water — Actual
Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	2025 Actual Water Use	
Drop down list May select each use multiple times These are the only use types that will be recognized by the WUEdata online submittal tool		**Potable or Non-Potable** (OPTIONAL) Drop down list	Volume (AF)
Add additional rows as needed			
Single Family		Potable	12,467
Multi-Family		Potable	2,887
Commercial		Potable	3,040
Landscape		Potable	2,353
Agricultural		Potable	476
Other (optional)		Potable	212
Commercial		Non-Potable	209
Landscape		Non-Potable	1,383
Agricultural		Non-Potable	0
Distribution System Water Loss		Potable	1,202
Other (optional)	Recycled Water	Non-Potable	1,705
		Subtotal Potable	22637
		Subtotal Non-Potable	3297
		Total	25,934

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES:

Submittal Table 4-2 Retail: Total Uses for Potable, and Non-Potable Water — Projected
Water Code Section 10631(d)(1)

Use Type		Projected Water Use (Report To the Extent that Records are Available)					
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	**Potable or Non-Potable** (OPTIONAL) Drop down list	**2030 (AF)**	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 opt (AF)**
Add additional rows as needed.							
Single Family		Potable	12,806	13,285	13,642	13,999	14,356
Multi-Family		Potable	3,435	3,564	3,659	3,755	3,851
Commercial		Potable	3,447	3,588	3,683	3,782	3,879
Landscape		Potable	2,300	2,386	2,445	2,503	2,563
Agricultural		Potable	360	360	360	360	360
Other (optional)		Potable	175	175	175	175	175
Commercial		Non-Potable	180	180	180	180	180
Landscape		Non-Potable	820	820	820	820	820
Distribution System Water Loss		Potable	1,941	2,015	2,072	2,128	2,184
Other (optional)	Recycled Water	Non-Potable	3,357	3,510	3,642	3,773	3,905
		Subtotal Potable	24,464	25,373	26,036	26,702	27,368
		Subtotal Non-Potable	4,357	4,510	4,642	4,773	4,905
		Total	28,821	29,883	30,678	31,475	32,273

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES:

CWC 10631(d)(1) For an urban retail water supplier, quantify, to the extent records are available... projected water use…identifying the uses among water use sectors…

Submittal Table 4-3 Retail: Inclusion in Water Use Projections Water Code Section 10631 (a), 10631 (d)(4)(A), and 10631 (d)(4)(B)	
Are Future Water Savings Included in Projections? **Drop down list (y/n)**	Yes
If "Yes" to above, **state the section or page number**, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found. ***Optional*** Suppliers may complete Optional Submittal Table 4-4 R to quantify the expected savings.	Section 4.2.3
Are Lower Income Residential Demands Included In Projections? **Drop down list (y/n)**	Yes
Optional If the method for accounting Lower Income Residential Demands has been included, provide page number where this accounting can be found.	
DWR NOTES: Additional guidance is provided in Appendix K.	
NOTES:	

CWC10631 (d) (4) (A) Water use projections, where available, shall display and account for water savings estimated to result from adopted codes, standards, ordinances, or transpotation and land use plans identified by the urban water supplier, as applicable to the service area.

CWC 10631 (d) (4) (B) to the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following: (i) Provide citations of the various codes, standards, ordinances or transportation and land use plans utilized in making the projections.
(ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.
CWC 10631(a) Water use projections required by section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as identified in the housing element of any city, county, or city and county, in the service area of the supplier .

Submittal Table 4-5 Retail: Water Loss Audit Reporting Water Code Section 10631(d)(3)(A)		
Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program (yes/no)
Report submittal status for all five years for each Public Water System as available. Add rows as needed		
CA3610037	**2020**	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes
DWR NOTES: Suppliers will provide a link to the WUEdata submittals of their Water Loss Audit Reports.		
NOTES:		

CWC 10631(d)(3) (A) The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section 10608.34.

Submittal Table 4-6 Retail: Progress Towards 2028 Water Loss Standard
Water Code Section 10631(d)(3)(C)

Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n) If no, Supplier will not complete this row.	Real Water Loss					Apparent Water Loss				
		State Water Board Standard		Most Recent AWWA Water Loss Audit			State Water Board Standard		Most Recent AWWA Water Loss Audi		
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss Drop down list	Number of Units (Connections or Miles corresponding with units selected)	Volume of Total Real Loss (from AWWA Water Loss Audit) (AF)	Real Water Loss Per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (AF)	Apparent Water Loss Per Unit per Day
Add additional rows as needed.											
CA3610037	Yes	24.8	Gallons per Service Connection per Day (GPSCD)	22859	618	24.1	29.6	Gallons per Service Connection per Day (GPSCD)	22859	328	12.8

Water Board's Calculated Water Loss Standards

DWR NOTES: Units of measure (AF, CCF, MG) for Water Loss **MUST** remain consistent with units reported in Submittal Table 2-3. The units reported in Submittal Table 2-3 are used in this table's calculations.

NOTES:

Submittal Table 5-1 Retail: SB X7-7 2020 Target Progress Water Code Section 10608.40						
☐	Check the box if the Supplier was not an Urban Water Supplier during or before the 2020 UWMP reporting cycle. Proceed to the next table.					
Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target? Drop down list	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?	Only for suppliers that did not meet the Target in 2020 See DWR NOTES below.	
					Actual 2025 GPCD (From SB X7-7 Compliance Form)	Did Supplier meet the 2020 Target in 2025?
No	Individual Target	285	279	Yes		NA
DWR NOTES: **Suppliers calculating a 2025 GPCD** will need to complete and submit SB X 7-7 Compliance Tables to verify the use of SB X7-7 Methodologies. **Suppliers that were part of a merger or consolidation since 2020** see Chapter 5 and Appendix P for guidance.						
NOTES:						

10608.40 Urban water retail suppliers shall report to the department on their progress in meeting their urban water use targets as part of their urban water management plans submitted pursuant to Section 10631.

Submittal Table 6-1 Retail: Groundwater Volume Pumped Water Code Section 10631(4) and 10631(4)(c)							
☐	Check the box if the Supplier does not pump groundwater. Proceed to the next table.						
☐	Check the box if all or part of the groundwater described below is desalinated. (OPTIONAL)						
Groundwater Type **Drop Down List** May use each category multiple times	Potable or Non-Potable (OPTIONAL) **Drop down list**	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
Add additional rows as needed							
Alluvial Basin		Bunker Hill (part of SBB)	18392	18293	13067	13215	18232
Alluvial Basin		Yucaipa	697	906	422	0	0
		Total	19,089	19,199	13,489	13,215	18,232
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.							
NOTES: Redlands no longer uses Yucaipa Basin.							

10631(4) If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information:

(C) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area Water Code Section 10633(a)				
☐	Check the box if there is no wastewater collection system. Proceed to the next table.			
	Percentage of 2025 service area served by wastewater collection system (OPTIONAL)			
	Percentage of 2025 service area population served by wastewater collection system (OPTIONAL)			
Wastewater Collection			**Recipient of Collected Wastewater**	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? OPTIONAL **Drop Down List**	Volume of Wastewater Collected from UWMP Service Area 2025 (AF)	Name of Wastewater Treatment Plant (WWTP) and Place ID Number **Drop down list**	Is WWTP Located Within UWMP Area? **Drop Down List**
Add additional rows as needed				
City of Redlands	Metered	5,685	Redlands WWRF, Place ID 259148	Yes
Total Wastewater Received from UWMP Service Area in 2025:		5,685		
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. **Additional Guidance**: See Appendix M, Section M.21 for detailed guidance on this table.				
NOTES:				

CWC 10633(a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

Submittal Table 6-3 Retail: Wastewater Treatment and Outcomes Within UWMP Service Area
Water Code Section 10633(b)

☐ **Check the box if no wastewater is treated or disposed of within the UWMP service area.**
Proceed to the next table.

Wastewater Treatment Plant Name and Place ID Number **Drop down list**	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area? (OPTIONAL) **Drop down list**	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R) (AF)	Total 2025 Volume of Water Treated (AF)	2025 Outcomes of Treated Wastewater										
				Water Recycled Within UWMP Service Area (enter data as applicable)		**Water Recycled Outside of UWMP Service Area** (enter data as applicable)		**Effluent Discharge that is not a Permitted Recycled Water Use** (enter data as applicable)		**Required Discharge for Instream Flow** (enter data as applicable)		**Delivered to Another Entity for Additional Treatment** (enter data as applicable)		
				Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Name of other entity
Add additional rows as needed														
Redlands WWRF, Place ID 259148	No	5685	5,685	Tertiary	1,665			Secondary, Disinfected - 23	3663					
Total		5,685	5,685		1,665		0		3,663		0		0	

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
IPR: Indirect Potable Reuse would have the treatment level of its end use requirement in the Level of Treatment drop-down.
Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.

NOTES:

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier...and shall include all of the following:
(b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area
Water Code Section 10633 (c),(d),(e)

☐ Check box if recycled water is not used and is not planned for use within the service area of the supplier. The supplier will only complete the column on "Potential Recycled Water Use" and submit an accompanying narrative on the feasibility of that potential recycled water use.

Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL) :	Redlands Wastewater Treatment Plant
Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL) :	City of Redlands
Volume of Supplemental Water Added in 2025 (OPTIONAL) :	
Source of 2025 Supplemental Water (OPTIONAL) :	

Use Type **Drop down list**	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop down list	Additional Information (as needed)	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)	**Potential Recycled Water Use**	
									Volume	Narrative page number (OPTIONAL)
Add additional rows as needed										
Industrial use	Non-Potable	MVPP and Landfill	846	1300	1300	1300	1300	1300	5685	
Landscape irrigation (exc golf courses)	Non-Potable		819	2057	2210	2342	2473	2605	5685	
Subtotal Potable			0	0	0	0	0	0	0	
Subtotal Non-Potable			1,665	3,357	3,510	3,642	3,773	3,905	5,685	
Total			1665	3357	3510	3642	3773	3905	5685	0

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.
Potential recycled water use: a description of the feasibility of these uses must be included in the narrative.
Multiple Producers: If you have multiple recycled water producers, submit a separate table for each.

NOTES:

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier... and shall include...
(c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use
d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.
(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

Submittal Table 6-5 Retail: 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual
Water Code Section 10633(e)

☐ Check the box if recycled water was not used in 2025 nor previously projected for use in 2020.
Proceed to the next table.

Use Type Drop Down list	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Add additional rows as needed		
Industrial use	1,050	846
Landscape irrigation (exc golf courses)	1,050	819
Total	2,100	1,665

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3
Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.

NOTES: 2020 Projection was 2,100 AFY and not specified between uses. Split 50%/50% here for display.

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following: (e) ...a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision

Submittal Table 6-6 Retail: Methods to Encourage Future Recycled Water Use Water Code Section 10633(f)			
☐	Check the box if the Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.		
Section 4.4.5.1, page 4-22	Provide page location of narrative in the UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
Add additional rows as needed			
Recycled Water System Expansion	Expand existing recycled water system for recycled water deliveries to the 1350 zone for irrigation use	2027	1,600
		Total (AF)	1,600
		Unit Conversion to AF	1,600
DWR NOTES: **Units of measure** (AF, CCF, MG) MUST remain consistent with units reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. **The unit conversion to Acre Feet** addresses the Water Code's requirement that this value be provided in acre-feet.			
NOTES:			

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:
(f) a description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre feet of recycled water used per year.

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs
Water Code Section 10631(f)

☐	Check the box if there are no expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Proceed to the next table.
☑	Check the box if some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.
4.4.7 / 4-25	Provide page location of narrative in the UWMP

Name of Future Projects or Programs	Joint Project with other suppliers?		Additional Description (as needed)	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Planned Implementation Year	Planned for Use in Year Type **Drop Down List**	Expected Increase in Water Supply to Supplier (This may be a range) (AF)
	Drop Down List (yes/no)	If Yes, Supplier Name					
Add additional rows as needed							

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3.

NOTES:

10631 (f) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use, as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single-dry water years and for a period of drought lasting five consecutive water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.

Submittal Table 6-8 Retail: Water Supplies — Actual Water Code Section 10631(b)				
Water Supply		**2025**		
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Actual Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Add additional rows as needed				
Groundwater (not desalinated)	Bunker Hill (Part of SBB)	Potable	17,043	
Groundwater (not desalinated)	Bunker Hill (Part of SBB)	Non-Potable	1,189	
Surface water (not desalinated)	Santa Ana River (Part of SBB)	Potable	1,033	
Surface water (not desalinated)	Mill Creek (Part of SBB)	Potable	4,097	
Purchased or Imported Water	SWP - Direct	Potable	907	
Recycled Water	Recycled Water	Non-Potable	1,665	
		Subtotal Potable	23,080	0
		Subtotal Non-Potable	2,854	0
		Total	25,934	0
DWR NOTES:				
NOTES:				

10631. A plan shall be adopted in accordance with this chapter that shall do all of the following... (b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over

Submittal Table 6-9 Retail: Water Supplies — Projected
Water Code Section 10631 (b)

Water Supply			Projected Water Supply (Report to the Extent Practicable)									
			2030		2035		2040		2045		2050 (opt)	
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Detail on Water Supply	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Add additional rows as needed												
Groundwater (not desalinated)	Bunker Hill (Part of SBB)	Potable	13,963		14,872		15,537		16,202		16,867	
Groundwater (not desalinated)	Bunker Hill (Part of SBB)	Non-Potable	1,000		1,000		1,000		1,000		1,000	
Surface water (not desalinated)	Santa Ana River (Part of SBB)	Potable	4,000		4,000		4,000		4,000		4,000	
Surface water (not desalinated)	Mill Creek (Part of SBB)	Potable	5,500		5,500		5,500		5,500		5,500	
Purchased or Imported Water	SWP - Direct	Potable	1,000		1,000		1,000		1,000		1,000	
Recycled Water	Recycled Water Direct	Non-Potable	3,357		3,510		3,642		3,773		3,905	
		Subtotal Potable	24,463	0	25,372	0	26,037	0	26,702	0	27,367	0
		Subtotal Non-Potable	4,357	0	4,510	0	4,642	0	4,773	0	4,905	0
		Total	28,820	0	29,882	0	30,679	0	31,475	0	32,272	0

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.
Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.

NOTES:

10631. A plan shall be adopted in accordance with this chapter that shall do all of the following... (b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year

Optional Submittal Table O-1B: Recommended Energy Reporting - SINGLE DELIVERY PRODUCT - TOTAL UTILITY APPROACH

Water Delivery Product drop down list (If delivering more than one type of product recommend using Table O-1C)	Retail Potable Deliveries	**Only for Water Delivery Products Under the Urban Water Supplier's Operational Control**		
Start Date of Reporting Period	1/1/2025	**Sum of All Water Management Processes**	**Non-Consequential Hydropower**	
End Date of Reporting Period	12/31/2025			
Is upstream embedded energy in the values reported?	No			
Units of Measure for Water	AF	**Total Utility** See DWR NOTES	**Hydropower**	**Net Utility**
Volume of Water Entering Process		22,637		22,637
Energy Consumed (kWh)		12,735,307		12,735,307
Energy Intensity (kWh/vol. converted to MG)		1,727	-	1,727

DWR NOTES:

Total Utility: The volume of water entered in the "Total Utility" column should equal the volume of water entering the distribution system (excluding recycled water); in most cases, this is the total volume calculated in UWMP Table 4-1: 2025 Actual Total Uses for Potable and Non-Potable Water. Note if recycled water is included in your Submittal Table 4-1, you must exclude it from your volume in this table.

Quantity of Self-Generated Renewable Energy

0 kWh

Data Quality (Estimate, Metered Data, Combination of Estimates and Metered Data)

Metered Data

Data Quality Narrative:

Narrative:

NOTES: Potable only, excludes recycled water and non-potable water

Optional Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)

Year Type	Base Year If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2024-2025, use 2025	Available Supplies if Year Type Repeats	
		☐	Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. **Location:** [insert location from UWMP]
		Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available (AF)	**% of Average Supply**
Average Year	2025		100%
Single-Dry Year	2025		104%
Consecutive Dry Years 1st Year	2025		104%
Consecutive Dry Years 2nd Year	2025		104%
Consecutive Dry Years 3rd Year	2025		104%
Consecutive Dry Years 4th Year	2025		104%
Consecutive Dry Years 5th Year	2025		104%

DWR NOTES: Supplier may use multiple versions of Submittal Table 7-1 R if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Submittal Table 7-1 R, in the "Note" section of each submittal table, state that multiple versions of Submittal Table 7-1 R are being used and identify the particular water source that is being reported in each submittal table.

Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table reports the units of measure reported in Submittal Table 2-3.

NOTES:

Submittal Table 7-2 Retail: Normal Year Supply and Use Comparison Water Code Section 10635 (a)					
	2030 (AF)	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 (AF)**
Supply totals (autofill from Submittal Table 6-9 R)	28,820	29,882	30,679	31,475	32,272
Use totals (autofill from Submittal Table 4-2 R)	28,821	29,883	30,678	31,475	32,273
Surplus/(shortfall)	(1)	(1)	1	0	(1)
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES: Rounding differences.					

10635. (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment **shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments.** for a **normal**

Submittal Table 7-3 Retail: Single Dry Year Supply and Use Comparison Water Code Section 10635(a)					
	2030 (AF)	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 (AF)**
Supply totals	30,085	31,193	32,024	32,855	33,687
Use totals	30,085	31,193	32,024	32,855	33,687
Surplus/(shortfall)	0	0	0	0	0
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES					

10635. (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment **shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments,** for a normal water year, a **single dry water year**, and a drought lasting five consecutive water years.

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Use Comparison
Water Code Section 10635(a)

		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
First year	Supply totals	30,085	31,193	32,024	32,855	33,687
	Use totals	30,085	31,193	32,024	32,855	33,687
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Second year	Supply totals	30,085	31,193	32,024	32,855	33,687
	Use totals	30,085	31,193	32,024	32,855	33,687
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Third year	Supply totals	30,085	31,193	32,024	32,855	33,687
	Use totals	30,085	31,193	32,024	32,855	33,687
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fourth year	Supply totals	30,085	31,193	32,024	32,855	33,687
	Use totals	30,085	31,193	32,024	32,855	33,687
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fifth year	Supply totals	30,085	31,193	32,024	32,855	33,687
	Use totals	30,085	31,193	32,024	32,855	33,687
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.

NOTES:

Submittal Table 7-5 Retail: Five-Year Drought Risk Assessment Water Code Section 10635(b)(3)	
2026	**Total**
Total Water Use (AF)	27,674
Total Supplies (AF)	27,674
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2027	**Total**
Total Water Use (AF)	28,277
Total Supplies (AF)	28,277
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2028	**Total**
Total Water Use (AF)	28,880
Total Supplies (AF)	28,880
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2029	**Total**
Total Water Use (AF)	29,482
Total Supplies (AF)	29,482
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2030	**Total**
Total Water Use (AF)	30,085
Total Supplies (AF)	30,085
Surplus/Shortfall w/o WSCP Action	0

OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES:	

Submittal Table 8-1: Cross-reference for Standard vs Supplier Shortage Levels Water Code Section 10632(a)(3)(B)			
☐	Check the box if the Supplier uses the Standard six levels of water shortage. Proceed to the next table.		
Standard Shortage Levels	**Percent Shortage Range**	**Suppliers Shortage Levels**	**Percent Shortage Range**
1	Up to 10%	1	Up to 10%
2	Up to 20%	2	11-20%
3	Up to 30%	3	21-30%
4	Up to 40%	4	31-50+%
5	Up to 50%	4	31-50+%
6	>50%	4	31-50+%
NOTES: One stage in the Water Shortage Contingency Plan must address a water shortage of 50%.			

Submittal Table 8-2 Retail: Supply Augmentation and Other Actions Water Code Section 10632(a)(4)(A),(C) and (E)				
	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	
Add additional rows as needed				
4	Other Purchases	Percentage	3%	Utilize intertie with City of Loma Linda. Mutual Aid agreement between Cities, September 1987
4	Other Purchases	Percentage	3%	Utilize intertie with Western Heights Water Company. Intertie constructed August 2016
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.				
NOTES: The above shortage level corresponds to Redlands' four existing shortage stages.				

10632(a)(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:

(A) Locally appropriate supply augmentation actions.

(C) Locally appropriate operational changes.

(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.

Submittal Table 8-3 Retail: Demand Reduction Actions Water Code Section 10632(a)(4)(B),(D), and (E)					
No	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
Add additional rows as needed					
All	Expand Public Information Campaign	Percentage	0-20		No
All	Improve Customer Billing	Percentage	0-1		No
All	Offer Water Use Surveys	Percentage	0-1		No
All	Provide Rebates on Plumbing Fixtures and Devices	Percentage	0-1		No
All	Provide Rebates for Landscape Irrigation Efficiency	Percentage	0-1		No
All	Provide Rebates for Turf Replacement	Percentage	0-1		No
All	Reduce System Water Loss	Percentage	0-5		No
All	Other	Percentage	0-5	Upgrades to increase recycled water use.	No
1	Other	Percentage	0-5	Voluntary, Landscape - Adjust landscape irrigation fixtures and systems to avoid waste.	No
1	Other	Percentage	0-1	Voluntary, install water saving devices.	No
1	Other	Percentage	0-1	Voluntary, select low-water-demand plants for new landscaping.	No
1	CII - Restaurants may only serve water upon request	Percentage	0-1	Voluntary, Restrict water service in restaurants.	No
1	Landscape - Restrict or prohibit runoff from landscape irrigation	Percentage	0-1	Adjust sprinklers and irrigation systems to avoid overspray, runoff, and waste. Avoid watering on windy days.	No
2	Increase Water Waste Patrols	Percentage	0-5	Efforts in Phase 2 of City's Plan of Action.	Yes
2	Other	Percentage	0-1	Increased regional collaboration to ensure sufficient water supplies for the entire region.	No
2	Landscape - Limit landscape irrigation to specific times	Percentage	0-5	Irrigation of lawns, gardens, landscaped areas, trees, shrubs, or other plants utilizing individual sprinklers or sprinkler systems is prohibited between the hours 12:00 P.M. and 8:00 P.M.	Yes
2	Landscape - Limit landscape irrigation to specific days	Percentage	0-5	Irrigation of lawns, gardens, landscaped areas, trees, shrubs, or other plants utilizing individual sprinklers or sprinkler systems is allowed only on an irrigation day designated by the city.	Yes
2	Landscape - Other landscape restriction or prohibition	Percentage	0-1	Commercial agriculture exempt from limit on irrigation days and times but shall curtail all non-essential water use.	Yes
2	Other	Percentage	0-1	Washing of any vehicles/mobile equipment is limited to allowed watering days and times and only with handheld bucket, or hose equipped with automatic shut-off nozzle.	Yes
2	Other	Percentage	0-1	Use of water from fire hydrants is limited to firefighting and other activities necessary to maintain the health, safety, and welfare of the citizens of Redlands. The use of water piped from fire hydrants and sprinkled for construction purposes is prohibited.	Yes
2	Other water feature or swimming pool restriction	Percentage	0-1	The refilling or adding of water to uncovered swimming or wading pools or spas is allowed only on designated irrigation days and is prohibited between the hours of 12:00 P.M. and 8:00 P.M.	Yes
2	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	0-1	The operation of any ornamental fountain or other structure making similar decorative use of water is prohibited, unless the fountain or structure has a recycling system.	Yes

2	Other	Percentage	0-1	Washing / sprinkling of foundations/structures, allowed only by City Permit.	Yes
2	Landscape - Other landscape restriction or prohibition	Percentage	0-5	Golf greens and tees are only allowed irrigation on allowed watering days and times. Fairway irrigation is absolutely prohibited. Exemption from restrictions: Golf course irrigation utilizing treated wastewater or reused water.	Yes
2	CII - Restaurants may only serve water upon request	Percentage	0-1	Restaurants shall not serve water to customers except upon specific customer request.	Yes
2	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Percentage	0-5	Failure to repair controllable leaks is prohibited.	Yes
2	Other - Prohibit use of potable water for washing hard surfaces	Percentage	0-1	Use of running water to wash driveways, sidewalks, parking areas, patios, tennis courts, and other paved areas is prohibited.	Yes
2	Landscape - Restrict or prohibit runoff from landscape irrigation	Percentage	0-5	Failure to prevent excessive runoff from irrigation activities is prohibited.	Yes
3	Other	Percentage	0-1	Implement hotline and email address for water waste reporting.	No
3	Other	Percentage	0-1	Develop internal Drought Task Force to collaborate on different methods to reduce consumption under each City department's purview of responsibilities.	No
3	Landscape - Other landscape restriction or prohibition	Percentage	0-5	All outdoor irrigation of vegetation shall occur only on allowed days and times using only handheld hoses, drip irrigation, handheld buckets, or permanently installed automatic sprinkler systems.	Yes
3	Landscape - Other landscape restriction or prohibition	Percentage	0-1	Golf tee area watering is prohibited. Except when irrigated with treated wastewater or reused water.	Yes
4	Landscape - Prohibit all landscape irrigation	Percentage	10-30	All outdoor irrigation of vegetation shall be allowed only between the hours of 8:00 P.M. and 12:00 A.M. on designated irrigation days.	Yes
4	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Percentage	0-1	The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment not occurring upon the immediate premises of commercial car washes and commercial service stations and not in the immediate interest of the public health or safety is prohibited.	Yes
4	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Percentage		The washing of automobiles, trucks, trailers, boats, airplanes, or other types of mobile equipment upon the immediate premises of commercial car washes and commercial service stations shall occur only between the hours of 12:00 P.M and 6:00 P.M.	
4	Landscape - Other landscape restriction or prohibition	Percentage	0-5	Commercial Agriculture irrigation is only permitted on designated days and times and only using handheld hoses, drip irrigation systems, or handheld buckets.	Yes
4	Other water feature or swimming pool restriction	Percentage	0-1	The filling, refilling, or adding of water to uncovered swimming or wading pools and spas is prohibited at any time of day or night.	Yes
4	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	0-1	The operation of any ornamental fountain or similar structure is prohibited.	Yes
4	Other	Percentage	0-1	The issuance of new service connections and meters is prohibited.	Yes
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES: The above shortage levels correspond to Redlands' four existing shortage stages. A surcharge is applied to a customer's utility bill on the 3rd violation. When in a particular stage, all elements of less restrictive stages shall apply as well.					

10632(a)(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:
(B) Locally appropriate demand reduction actions to adequately respond to shortages.
(D) Additional, mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions.
(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.

Submittal Table 10-1 Retail: Notification to Cities and Counties Water Code Section 10621(b) and 10642		
City Name	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Add additional rows as needed		
City of Calimesa	Yes	No
City of Colton	Yes	No
City of Fontana	Yes	No
City of Grand Terrace	Yes	No
City of Highland	Yes	No
City of Loma Linda	Yes	No
City of Rialto	Yes	No
City of San Bernardino	Yes	No
City of Yucaipa	Yes	No
County Name **Drop Down List**	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Add additional rows as needed		
San Bernardino County	Yes	Yes
Riverside County	Yes	No
NOTES:		

CWC 10621 (b)Notify at least 60 days prior to the public hearing any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.
CWC 10642 The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water.

D-6: Water Shortage Contingency Plan

This appendix includes the current Water Shortage Contingency Plan (WSCP) at the time of adoption of the 2025 RWUMP, however the WSCP may be amended separately in the future. Contact The City of Redlands to obtain the most current version of the WSCP.

Water Shortage Contingency Plan

City of Redlands

MAY 2026 | CITY OF REDLANDS



CITY OF REDLANDS

Water Shortage Contingency Plan

MAY 2026

Prepared by Water Systems Consulting, Inc and Blua Consulting, LLC

ACKNOWLEDGEMENTS

The Water Shortage Contingency Plan was prepared by Water Systems Consulting, Inc and Blua Consulting, LLC. The primary authors are listed below.

Laine Carlson, PE

Aaron Morland, PE

Patricia Parks, PE

Ariana Lopez

Madeline Blua, Principal

Water Systems Consulting, Inc. and Blua Consulting LLC would like to acknowledge the significant contributions of the City of Redlands. The primary contributors are listed below.

Paul Mariscal, Water Utility Manager

Kimberly Tra, Regulatory Compliance Officer

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ACRONYMS & ABBREVIATIONS

AWIA	American Water Infrastructure Association
AWSDA	Annual Water Supply and Demand Assessment
BVMWC	Bear Valley Mutual Water Company
CWC	California Water Code
CII	Commercial, Industrial, and Institutional
DWR	California Department of Water Resources
DRA	Drought Risk Assessment
ERP	Emergency Response Plan
LHMP	Local Hazard Mitigation Plan
POA	Plan of Action
RRA	Risk and Resilience Assessment
RUWMP	Regional Urban Water Management Plan
SBBA	San Bernardino Basin Area
SBV	San Bernardino Valley Municipal Water District
SWP	State Water Project
UWWP	Urban Water Management Plan
WSCP	Water Shortage Contingency Plan

City of Redlands

This Water Shortage Contingency Plan is a strategic plan that the City of Redlands (Redlands or the City) uses to prepare for and respond to water shortages.

A water shortage occurs when the water supply available is insufficient to meet the normally expected customer water use at a given point in time. A shortage may occur due to a number of reasons. This includes water supply quality changes, climate change, drought, regional power outages, and catastrophic events (e.g., earthquakes). Additionally, the State may declare a statewide drought emergency and mandate that water suppliers reduce demands. The WSCP serves as the operating manual that Redlands will use to prevent catastrophic service disruptions through proactive, rather than reactive, mitigation of water shortages.

This WSCP provides a process for an annual water supply and demand assessment and structured steps designed to respond to actual conditions. This level of detailed planning and preparation provides accountability and predictability to help Redlands maintain reliable supplies and reduce the impact of any supply shortages and/or interruptions.

This WSCP was prepared in conjunction with Redlands 2025 UWMP, which is included in the 2025 Regional Urban Water Management Plan (2025 RUWMP) and is a standalone document that can be modified as needed. This document is compliant with the California Water Code (CWC) Section 10632 and incorporates guidance from the State of California Department of Water Resources (DWR) UWMP Guidebook.

IN THIS SECTION

- Water Service Reliability
- Annual Water Supply and Demand Assessment
- Supply Shortage Stages and Response Actions

The WSCP describes the following:

1. **Water Service Reliability Analysis:** Summarizes Redland's water supply analysis and reliability and identifies any key issues that may trigger a shortage condition.
2. **Annual Water Supply and Demand Assessment Procedures:** Describes the key data inputs, evaluation criteria, and methodology for assessing the system's reliability for the coming year and the steps to formally declare any water shortage stages and response actions.
3. **Water Shortage Stages:** Establishes water shortage stages to clearly identify and prepare for shortages.
4. **Shortage Response Actions:** Describes the response actions that may be implemented or considered for each stage to reduce gaps between supply and demand.
5. **Communication Protocols:** Describes communication protocols under each stage to ensure customers, the public, and government agencies are informed of shortage conditions and requirements.
6. **Compliance and Enforcement:** Defines compliance and enforcement actions available to administer demand reductions.
7. **Legal Authority:** Lists the legal documents that grant the City the authority to declare a water shortage and implement and enforce response actions.
8. **Financial Consequences of WSCP Implementation:** Describes the anticipated financial impact of implementing water shortage stages and identifies mitigation strategies to offset financial burdens.
9. **Monitoring and Reporting:** Summarizes the monitoring and reporting techniques to evaluate the effectiveness of shortage response actions and overall WSCP implementation. Results are used to determine if shortage response actions should be adjusted.
10. **WSCP Refinement Procedures:** Describes the factors that may trigger updates to the WSCP and outlines how to complete an update.
11. **Plan Adoption, Submittal, and Availability:** Describes the process for the WSCP adoption, submittal, and availability after each revision.

1.0 Water Service Reliability Analysis

As part of the 2025 RUWMP, Redlands completed a water supply reliability analysis for normal, single-dry, and five-year consecutive dry year periods from 2030-2050. A Drought Risk Assessment (DRA) was also performed to analyze supply reliability under five consecutive years of drought from 2021-2025. As described in Chapter 3 of the 2025 RUWMP, the effects of a local drought are not immediately recognized since the region uses the local groundwater basins to simulate a large reservoir for long-term storage. Redlands is able to pump additional groundwater to meet increased demands in dry years and participates in efforts to replenish the basins with imported and local water through regional recharge programs. Additionally, Redlands implements several ongoing water conservation measures. Regional recharge programs and conservation help to optimize and enhance the use of regional water resources.

Based on the 2025 RUWMP analysis, Redlands's water supply is reliable and not expected to see impactful change under drought conditions.

Even though localized drought conditions should not affect supply, other shortages may occur due to a number of reasons, such as water supply quality changes, regional power outage, State mandates for water use efficiency standards, and catastrophic events (e.g., earthquakes). Therefore, Redlands will use this WSCP as appropriate to address shortages and other supply emergencies.

2.0 Annual Water Supply and Demand Assessment Procedures

As an urban water supplier, Redlands must prepare and submit an Annual Water Supply and Demand Assessment (Annual Assessment or AWSDA) by July 1 each year pursuant to CWC Section 10632.1. The Annual Assessment is an evaluation of the near-term outlook for supplies and demands to determine whether the potential for a supply shortage exists and whether there is a need to trigger a WSCP shortage stage and response actions in the current calendar year to maintain supply reliability. This process will take place at the same time each year based on known circumstances and information available to Redlands at the time of analysis and can be updated or revised at any time if circumstances change.

Redlands will convene an internal WSCP Team to conduct the Annual Assessment each year.

The WSCP Team may include the following staff:

- Water Conservation Specialist
- Water Utility Manager
- Water Production Operations Superintendent

- Regulatory Compliance Officer
- Revenue Manager

The Annual Assessment procedure, including key data inputs and evaluation criteria, is summarized in Table 1. The Annual Assessment procedure and timeline, along with how it integrates with the annual assessment that will be conducted on a regional basis in parallel, is shown graphically in Figure 1.

Table 1: Annual Assessment Procedure

TIMING	ASSESSMENT ACTIVITIES	PROCEDURE, KEY DATA INPUTS, EVALUATION CRITERIA AND OTHER CONSIDERATIONS	STAFF RESPONSIBLE
JAN – FEB	Estimate unconstrained demands for coming year	Demands will be estimated based on water sales forecasts from annual budget or prior year demands plus any anticipated changes.	Water Conservation Specialist, Water Production Operations Superintendent
JAN – FEB	Estimate available supplies for the year, considering the following year will be dry	Each December, Redlands submits an order to San Bernardino Valley Municipal Water District (San Bernardino Valley or SBV) for the volume of State Water Project (SWP) water that is planned for use the following year. If the requested volume is not available due to reduced SWP supplies, Redlands will meet with San Bernardino Valley and other SWP users to discuss reducing SWP orders and may update the Annual Assessment to reflect a shift from SWP to groundwater production, if needed. The remainder of supply needs not met from SWP, and surface water will be pumped from the San Bernardino Basin Area (SBBA). The SBBA is sustainably managed to provide long-term supply reliability and is not anticipated to be significantly impacted in dry years. In the unlikely event that local supplies are reduced, Redlands will coordinate with the other agencies to identify available supplies for the coming year.	Water Conservation Specialist, Water Production Operations Superintendent, Water Utility Manager
JAN – FEB	Consider potential constraints that may impact supply delivery	Identify any known regional or Redlands infrastructure issues that may pertain to near-term water supply reliability, including repairs, construction, and environmental mitigation measures that may temporarily constrain capabilities, as well as any new projects that may add to system capacity. Identify any facilities out of service due to water quality problems, equipment failure, storm damage, etc. that may impact normal water deliveries. Identify any potential or emerging impacts to groundwater quality, such as emerging regulatory constraints that may limit use of available supplies for potable needs. Depending on infrastructure in question, Bear Valley Mutual Water Company (BVMWC) may need to be consulted.	Water Conservation Specialist, Water Production Operations Superintendent, Water Utility Manager Optional: BVMWC-General Manager, San Bernardino Valley Staff

TIMING	ASSESSMENT ACTIVITIES	PROCEDURE, KEY DATA INPUTS, EVALUATION CRITERIA AND OTHER CONSIDERATIONS	STAFF RESPONSIBLE
FEB	Convene WSCP Team to conduct Annual Assessment	Compare supplies and demands and discuss any constraints that may impact supply delivery. If the potential for a shortage exists, determine which shortage response stage and actions are recommended to reduce/eliminate the shortage. Additionally, if the State declares a drought state of emergency and requires demand reductions, the WSCP Team will determine which water shortage stage and response actions are needed to comply with the State mandate.	WSCP Team
MAY/JUNE	City Council	If the potential for a shortage exists or the State has mandated demand reductions, the results of the Annual Assessment will be presented to the Redlands City Council, including the recommended shortage stage and response actions. The City Council may order the implementation of a shortage stage and will adopt a resolution declaring the applicable water shortage stage.	Municipal Utilities and Engineering Department, City Manager's Office, Redlands City Council
ON-GOING	Implement WSCP actions, if needed	Relevant members of Redlands staff will implement shortage response actions associated with the declared water shortage stage.	WSCP Team
BY JULY 1	Submit Retail Annual Assessment	Send Final Retail Annual Assessment to DWR.	Water Conservation Specialist

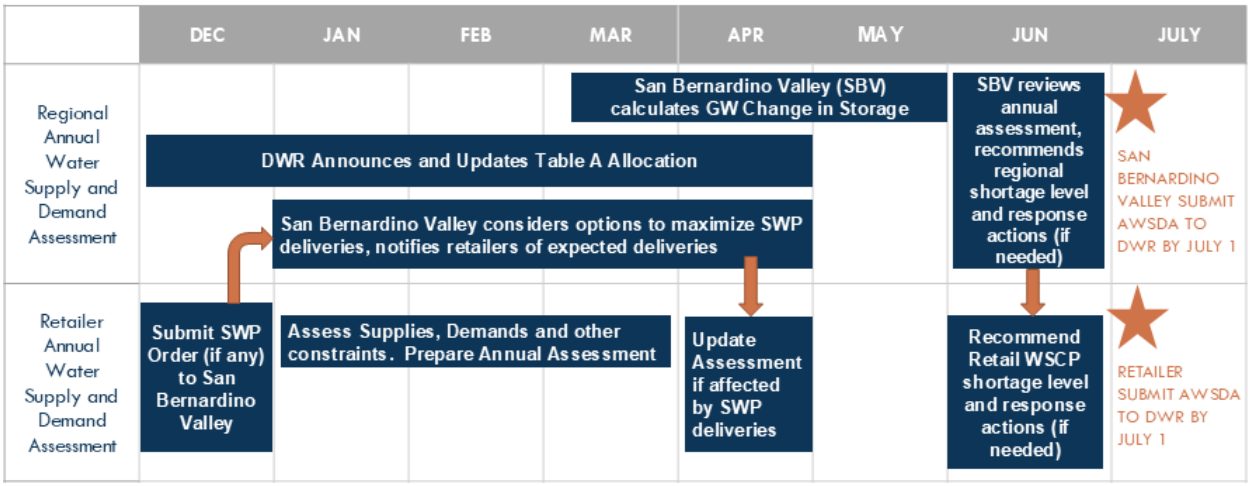

Figure 1: Regional and Retail Agency Annual Assessment Process and Timeline

3.0 Water Shortage Stages

Redlands does not foresee imposing a water shortage stage based on climate conditions, except under the State's direction, as occurred in 2014 and again in 2022 with Governor Newsom's Executive Order N-7-22 (EO N-7-22), which required that urban water suppliers implement demand reduction actions listed in the supplier's state standard shortage stage 2. However, Redlands does see a greater likelihood of imposing a water shortage stage due to a catastrophic failure of infrastructure or emerging regulatory constraints on groundwater quality. If a potential water supply shortage is identified in the Annual Assessment, this section provides information on the water shortage stages and response actions that Redlands may implement.

Redlands uses four (4) shortage stages to identify and respond to water shortage emergencies. At a minimum, Redlands encourages baseline conservation efforts year-round, regardless of a shortage emergency.

Stage I: Voluntary Conservation Measures

A small decrease, up to 15 percent, in water supply is expected. Water users are requested to limit their water use from June 1 to October 1 of each year to an amount necessary for health, safety, economic necessity, and irrigation. Water users should use water wisely and prevent its waste or unreasonable use.

Stage II: Mandatory Compliance; Water Alert

A water shortage of up to 25 percent is expected. Redlands will implement several mandatory restrictions.

Stage III: Mandatory Compliance; Water Warning

A more significant decrease in water supply is expected, with a shortage of up to 25 percent. Redlands will implement restrictions in addition to those implemented in stages I and II.

Stage IV: Mandatory Compliance; Water Emergency

Water supplies are in danger of being depleted to a point where such uses as human consumption, sanitation, and fire protection would be endangered. This would be a decrease in supply of more than 50 percent, most likely associated with a natural disaster.

The CWC outlines six standard water shortage stages that correspond to a gap in supply compared to normal year availability. The six standard water shortage stages correspond to progressively increasing estimated shortage conditions (up to 10-, 20-, 30-, 40-, 50-percent, and greater than 50-percent shortage compared to the normal reliability condition) and align with the response actions that a water supplier would implement to meet the severity of the impending shortages.

The CWC allows suppliers with an existing WSCP that uses different water shortage stages to comply with the six standard stages by developing and including a cross-reference relating its existing shortage categories to the six standard water shortage stages. Redlands is maintaining

its current four shortage stages for this WSCP. A crosswalk was developed that defines how Redlands' current four water shortage stages will align with DWR's standardized six stages of shortage. A visual representation of this alignment is shown in Figure 2 and Table 2.

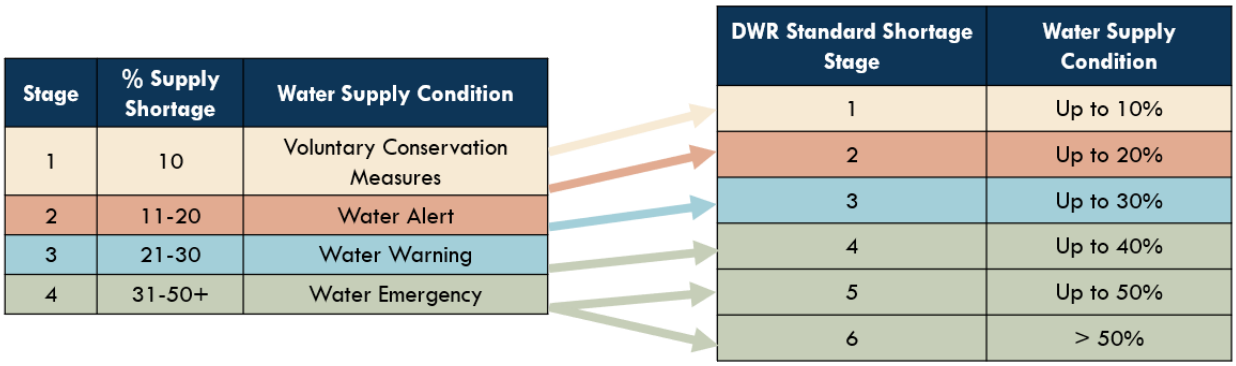

Figure 2: Crosswalk to DWR's Six Standard Stages

Table 2: DWR Table 8-1 Water Shortage Contingency Plan Stages

DWR STANDARD SHORTAGE LEVEL	DWR PERCENT SHORTAGE RANGE	REDLANDS' SHORTAGE LEVEL	REDLANDS' PERCENT SHORTAGE LEVEL
1	Up to 10%	Voluntary Conservation Measures (Redlands Stage 1)	Up to 10%
2	Up to 20%	Mandatory Compliance; Water Alert (Redlands Stage 2)	11-20%
3	Up to 30%	Mandatory Compliance; Water Warning (Redlands Stage 3)	21-30%
4	Up to 40%	Mandatory Compliance; Water Emergency (Redlands Stage 4)	31-50+%
5	Up to 50%	Mandatory Compliance; Water Emergency (Redlands Stage 4)	31-50+%
6	>50%	Mandatory Compliance; Water Emergency (Redlands Stage 4)	31-50+%

Note: One stage in the Water Shortage Contingency Plan must address a water shortage of 50%.

4.0 Shortage Response Actions

This section was completed pursuant to CWC Section 10632(a)(4) and 10632.5(a) and describes the response actions that must be implemented or considered for each stage to minimize social and economic impacts to the community.

In accordance with CWC 10632(b), Redlands analyzes and defines water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.

4.1 Supply Augmentation

Table 3 identifies the supply augmentation actions Redlands can take in the event of a water shortage condition. Redlands currently maintains interconnections with the City of Loma Linda and Western Heights Water Company. During water shortage emergencies, Redlands may be able to obtain supplemental water supply through these connections, if available.

Table 3: DWR 8-2R Supply Augmentation & Other Actions

SHORTAGE LEVEL	SUPPLY AUGMENTATION METHODS AND OTHER ACTIONS BY WATER SUPPLIER	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE
4	Other purchases	~3%	Utilize intertie with City of Loma Linda. Mutual Aid agreement between Cities, September 1987
4	Other purchases	~3%	Utilize intertie with Western Heights Water Company. Intertie constructed August 2016

Note: The above shortage level corresponds to Redlands' four existing shortage stages.

4.2 Demand Reduction

In addition to prohibitions on end uses, which are the responsibility of customers, Redlands is committed to lead by example. In 2015, Redlands created a "Plan of Action" (POA) that outlines efforts to improve outreach and resources for customers and increase water efficiency at its own facilities. This four-phase approach includes increasing efforts and funding in correlation with increasing water reduction requirements. Many elements of this plan have been completed, are ongoing, or are in process of completion. Table 4 summarizes these efforts and end use prohibitions.

Table 4: DWR 8-3R Demand Reduction Actions

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT
All	Expand Public Information Campaign	0-20%		No
All	Improve Customer Billing	0-1%		No
All	Offer Water Use Surveys	0-1%		No
All	Provide Rebates on Plumbing Fixtures, Devices and Appliances	0-1%		No
All	Provide Rebates for Landscape Irrigation Efficiency	0-1%		No
All	Provide Rebates for Turf Replacement	0-1%		No
All	Reduce System Water Loss	0-5%		No
All	Other	0-5%	Upgrades to increase recycled water use.	No
1	Other	0-5%	Voluntary, Landscape - Adjust landscape irrigation fixtures and systems to avoid waste.	No
1	Other	0-1%	Voluntary, install water saving devices.	No
1	Other	0-1%	Voluntary, select low-water-demand plants for new landscaping.	No
1	CII - Restaurants may only serve water upon request	0-1%	Voluntary, Restrict water service in restaurants.	No

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT
1	Landscape - Restrict or prohibit runoff from landscape irrigation	0-1%	Adjust sprinklers and irrigation systems to avoid overspray, runoff, and waste. Avoid watering on windy days.	No
2	Water Waste Patrols	0-5%	Efforts in Phase 2 of City's Plan of Action.	Yes
2	Other	0-1%	Increased regional collaboration to ensure sufficient water supplies for the entire region.	No
2	Landscape - Limit landscape irrigation by sprinkler to specific times	5-10%	Irrigation of lawns, gardens, landscaped areas, trees, shrubs, or other plants utilizing individual sprinklers or sprinkler systems is prohibited between the hours 12:00 P.M. and 8:00 P.M.	Yes
2	Landscape - Limit landscape irrigation by sprinkler to specific days	5-10%	Irrigation of lawns, gardens, landscaped areas, trees, shrubs, or other plants utilizing individual sprinklers or sprinkler systems is allowed only on an irrigation day designated by the city.	Yes
2	Landscape - Other landscape restriction or prohibition	0-1%	Commercial agriculture exempt from limit on irrigation days and times but shall curtail all non-essential water use.	Yes
2	Other	0-1%	Washing of any vehicles/mobile equipment is limited to allowed watering days and times and only with handheld bucket, or hose equipped with automatic shut-off nozzle.	Yes
2	Other - Prohibit use of fire hydrants for construction purposes	0-1%	Use of water from fire hydrants is limited to firefighting and other activities necessary to maintain the health, safety, and welfare of the citizens of Redlands. The use of water piped from fire hydrants and sprinkled for construction purposes is prohibited.	Yes
2	Pool/Spa Prohibition	0-1%	The refilling or adding of water to uncovered swimming or wading pools or spas is allowed only on designated irrigation days and is prohibited between the hours of 12:00 P.M. and 8:00 P.M.	Yes

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT
2	Decorative Water Features-Use is Prohibited	0-1%	The operation of any ornamental fountain or other structure making similar decorative use of water is prohibited, unless the fountain or structure has a recycling system.	Yes
2	Washing/Sprinkling of Foundations/ Structures	0-1%	Allowed only by City Permit.	Yes
2	Landscape - Other landscape restriction or prohibition	0-5%	Golf greens and tees are only allowed irrigation on allowed watering days and times. Fairway irrigation is absolutely prohibited. Exemption from restrictions: Golf course irrigation utilizing treated wastewater or reused water.	Yes
2	CII - Restaurants may only serve water upon request	0-1%	Restaurants shall not serve water to customers except upon specific customer request.	Yes
2	Other - Customers must repair leaks, breaks, and malfunctions	0-5%	Failure to repair controllable leaks is prohibited.	Yes
2	Other - Prohibit use of water for washing hard surfaces	0-1%	Use of running water to wash driveways, sidewalks, parking areas, patios, tennis courts, and other paved areas is prohibited.	Yes
2	Landscape - Restrict or prohibit runoff from landscape irrigation	0-5%	Failure to prevent excessive runoff from irrigation activities is prohibited.	Yes
3	Other	0-1%	Implement hotline and email address for water waste reporting.	No
3	Other	0-1%	Develop internal Drought Task Force to collaborate on different methods to reduce consumption under each City department's purview of responsibilities.	No

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT
3	Landscape - Other landscape restrictions or prohibition	0-5%	All outdoor irrigation of vegetation shall occur only on allowed days and times using only handheld hoses, drip irrigation, handheld buckets, or permanently installed automatic sprinkler systems.	Yes
3	Landscape - Other landscape restriction or prohibition	0-1%	Golf tee area watering is prohibited. Except when irrigated with treated wastewater or reused water.	Yes
4	Landscape - Prohibit all landscape irrigation	10-30%	All outdoor irrigation of vegetation shall be allowed only between the hours of 8:00 P.M. and 12:00 A.M. on designated irrigation days.	Yes
4	Other - Prohibit vehicle/mobile equipment washing except at commercial car washes and service stations	0-1%	The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment not occurring upon the immediate premises of commercial car washes and commercial service stations and not in the immediate interest of the public health or safety is prohibited.	Yes
4	Other - Prohibit vehicle/mobile equipment washing except at commercial car washes and service stations		The washing of automobiles, trucks, trailers, boats, airplanes, or other types of mobile equipment upon the immediate premises of commercial car washes and commercial service stations shall occur only between the hours of 12:00 P.M and 6:00 P.M.	
4	Landscape - Other landscape restriction or prohibition	0-5%	Commercial Agriculture irrigation is only permitted on designated days and times and only using handheld hoses, drip irrigation systems, or handheld buckets.	Yes
4	Other water feature or swimming pool restriction	0-1%	The filling, refilling, or adding of water to uncovered swimming or wading pools and spas is prohibited at any time of day or night.	Yes

SHORTAGE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE	PENALTY, CHARGE, OR OTHER ENFORCEMENT
4	Water Features - Restrict water use for decorative water features, such as fountains	0-1%	The operation of any ornamental fountain or similar structure is prohibited.	Yes
4	Other	0-1%	The issuance of new service connections and meters is prohibited.	Yes

Notes: The above shortage levels correspond to Redlands' four existing shortage stages.

A surcharge is applied to a customer's utility bill on the 3rd violation. When in a particular stage, all elements of less restrictive stages shall apply as well.

4.3 Operational Changes and Additional Mandatory Restrictions

During shortage conditions, operations may be affected by supply augmentation or demand reduction responses. Redlands will consider its operational procedures when it completes its Annual Assessment. Any additional mandatory restrictions implemented in response to the declaration of a shortage response stage, beyond the actions listed in Table 3 and Table 4, are listed in Redlands' Ordinance No. 2151 in January 1991 and Ordinance No. 2751 in 2011, which make up the City of Redlands Water Conservation Plan ("Plan"), provided in Attachment 1.

4.4 Emergency Response Plan

In December 2025, Redlands completed a Risk and Resilience Assessment (RRA) and by June 30th, 2026, will have completed the Emergency Response Plan (ERP) in accordance with America's Water Infrastructure Act (AWIA) of 2018. The purpose of the RRA and ERP is to meet the AWIA compliance requirements and plan for long-term resilience of Redlands' infrastructure. The RRA assessed Redlands' water system to identify critical assets and processes that may be vulnerable to human and natural hazards, and to identify measures that can be taken to reduce risk and enhance resilience from service disruption for the benefit of customers. The RRA identifies and characterizes both infrastructure-specific and system-wide vulnerabilities and threats and quantifies the consequences of disruption. The RRA also identifies various options (and constraints) in addressing and mitigating risk. The RRA, in conjunction with the ERP, charts a course for water system resilience. The RRA also provided various recommendations to increase reliability of Redlands' system. Since critical pieces of infrastructure and specific vulnerabilities are detailed in the RRA and ERP, the contents of these documents are confidential and for use by Redlands' staff only. However, Redlands can confirm that these assessments will meet the requirements set forth by AWIA and evaluate seismic risks and mitigation actions to Redlands' infrastructure.

In the event of a water shortage emergency resulting from equipment failure, power outage, or other catastrophe, Redlands is prepared to purchase emergency water supplies from nearby agencies while repairs or other remedial actions are underway. Redlands may also implement its four-stage plan for conservation, as described above, with either voluntary or mandatory reductions depending on the severity of the shortage. For severe disasters (Stage 4), mandatory water use reductions are specified.

4.5 Seismic Risk Assessment and Mitigation Plan

Disasters, such as earthquakes, can and will occur without notice. In addition to the AWIA RRA and ERP (underway), the City of Redlands has a 2021 Local Hazard Mitigation Plan (LHMP) that includes an assessment of seismic risk and mitigation strategies. The LHMP is included as Attachment 2.

The seismic hazards evaluated include fault rupture, liquefaction and seismic shaking and assessed the threat to critical facilities. The LHMP concluded that there are potential mitigation activities to reduce the risk of damage in earthquakes. These include structural mitigation of vulnerable building structures and infrastructure facilities.

In 2022, Redlands completed a Condition, Seismic, and Structural Assessment for their water infrastructure, which will include specific mitigation actions.

4.6 Shortage Response Action Effectiveness

Redlands has estimated the effectiveness of shortage response actions in Table 3 and Table 4, when data pertaining to such actions is available. It is expected that response actions effectiveness is also a result of successful communication and outreach efforts.

5.0 Communication Protocols

Redlands prioritizes effective communication, especially in times of a water shortage emergency. Redlands has a protocol in place to communicate with the public, government agencies, and other interested parties about water shortages and any anticipated or triggered shortage response actions. Communication methods may include email, bill inserts, handouts, informative flyers, direct mail pieces to newspapers, bus shelter advertisements, news releases, social media outreach, website content, electronic signboards along major transportation routes, Emergency Notification System phone and text alerts, and the City's Government Access cable television station. Redlands provides reminders about shortage stages as they develop, and Redlands encourages conservation at all times.

6.0 Compliance and Enforcement

For prohibitions on end uses, customers will receive a violation should they violate restrictions set forth in the stage currently in effect and the preceding stages. Upon third violation, a surcharge is imposed on the customer's next regular water bill. The surcharge consists of a percentage of the customer's commodity charge on the most recent water bill, based on the stage then in effect.

The surcharge for each stage is as follows:

- **Stage II: 25 percent**
- **Stage III: 50 percent**
- **Stage IV: 75 percent**

If a water customer cited for a third violation fails or refuses to comply with the requirements of this chapter or to pay any outstanding water bills including surcharges, the City Manager is hereby granted discretionary authority pursuant to CWC section 375 to cause a flow-restricting device to be installed at the meter to reduce water availability to the customer's service address. Pursuant to CWC section 35423, if installation of a flow restrictor is infeasible, impractical or is unlikely to induce compliance with this chapter, the City Manager may authorize a shut-off of service to the premises involved (Ord. 2151 § 1, 1991).

A city water user may file a request for relief from any provision of this chapter. The City Manager shall review all requests and hold a hearing with each applicant. The City Manager may grant relief from the provisions of this chapter if he determines that special circumstances make compliance not reasonably possible, or that the restrictions herein would either:

- Cause an unnecessary and undue hardship to the water user or the public; or
- Cause an emergency condition affecting the health, sanitation, fire protection, or safety of the water user or of the public.

Such relief may be granted only upon written request to the City. Upon granting such relief, the City Manager may impose any conditions he determines to be just and proper. The City Manager shall make his determination within fourteen (14) days of receipt of the request for relief and shall inform the applicant of the decision in writing.

An applicant shall have the right to appeal the City Manager's decision regarding his or her application to the City Council or its designee. The appeal must be in writing and received by the City within ten (10) days of the date of the City Manager's written decision. The appeal shall be heard by the City Council or its designee within a reasonable period of time from the date the appeal is filed. The City shall provide written notice to the applicant of the time and date of the hearing. The City Council or its designee, at its discretion, may affirm, reverse, or modify the City Manager's decision and impose any conditions it deems proper. The decision of the City Council shall be final (Ord. 2151 § 1, 1991).

7.0 Legal Authority

To offset the prolonged effects of a drought period or other emergency, the City Council adopted Ordinance No. 2151 in January 1991, and Ordinance No. 2751 in 2011, which make up the City of Redlands Water Conservation Plan (“Plan”), the City’s water shortage contingency plan. These ordinances collectively provide water conservation measures in order to minimize the effect of a water shortage on the citizens of the community. The Plan includes provisions that will significantly reduce the waste and inefficient use of water, thereby extending the available water resources required for the domestic and fire protection needs of the City and general public. The adopted Plan, approved by City Council, can be found in Attachment 1.

7.1 Water Shortage Emergency Declaration

In accordance with CWC Section Division 1, Section 350, the City Council shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.

7.2 Local/Regional Emergency Declaration

If a water shortage is approaching, Redlands shall coordinate with any of the cities and counties in its service area for the possible proclamation of a local emergency.

8.0 Financial Consequences of WSCP Implementation

Implementation of any stage of the Plan and CWC Chapter 3.3 (Excessive Residential Water Use During Drought) requiring mandatory restrictions may cause a decrease in revenues and an increase in expenditures. The State drought emergency declaration of 2014-2017 resulted in decreased revenue and increased expenditures. Mandatory restrictions were required, necessitating an increase in staffing to target water use reduction requirements and an increase in outreach efforts. Like most agencies, the majority of the City's costs are fixed, and the combination of decreasing revenues and increased expenditures required implementation of revenue adjustments.

Although the City had reserve funds, reserve funds are typically reserved for emergencies needing immediate attention where time constraints of a rate study, customer noticing, and public hearings would impede immediate actions. The City determined it was not sound financial practice to spend reserve funds to address declining sales due to drought but rather addressed revenue shortages with a rate adjustment. It is expected that in the event of another water shortage emergency, the City would follow the same protocol to address a revenue decrease and/or expenditure increase. In the case where revenue adjustments and use of reserve funds are not options, the City would postpone capital improvement projects to offset diminished revenues.

9.0 Monitoring and Reporting

The water savings from implementation of the WSCP will be determined based on monthly production reports which are reviewed and compared to production reports and pumping statistics from prior months and the same period of the prior year. Under shortage conditions, these production reports could be prepared as often as daily. At first, the cumulative consumption for the various sectors (e.g., residential, commercial, etc.) will be evaluated for reaching the target level. Then if needed, individual accounts will be monitored. Weather and other possible influences may be accounted for in the evaluation.

10.0 WSCP Refinement Procedures

The WSCP is best prepared and implemented as an adaptive management plan. Redlands will use results obtained from their monitoring and reporting program to evaluate any needs for revisions. Potential changes to the WSCP that would warrant an update include, but are not limited to, any changes to trigger conditions, changes to the shortage stage structure, and/or changes to customer reduction actions.

Any prospective changes to the WSCP would need to be presented to Redlands' City Council for discretionary approval. Once discretionary approval has been granted, Redlands will hold a public hearing, obtain any comments, and adopt the updated WSCP. Notices for refinement and the public hearing date will be published in the local newspaper in advance of any public meetings.

11.0 Plan Adoption, Submittal, and Availability

Redlands adopted this WSCP with the 2025 RUWMP. The 2025 RUWMP and WSCP were made available for public review in May 2026, and a public hearing was held on June 2, 2026, to receive public input on the draft 2025 RUWMP and the WSCP.

The Redlands City Council adopted the 2025 RUWMP and the WSCP at a public meeting on June 2, 2026. The resolution of adoption is included as Attachment 3.

This WSCP was submitted to DWR through the WUEData portal before the deadline of July 1, 2026.

This WSCP will be available to the public on the City of Redlands' website.

If Redlands identifies the need to amend this WSCP, it will follow the same procedures for notification to cities, counties, and the public as used for the 2025 RUWMP and for initial adoption of the WSCP.

References

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Attachment 1

City of Redlands Water Conservation Plan

1

Chapter 13.06
WATER CONSERVATION PLAN

13.06.010: TITLE:

This chapter establishes the *CITY OF REDLANDS WATER CONSERVATION PLAN.* (Ord. 2151 § 1, 1991)

13.06.020: INTENT:

The city council of the city of Redlands declares that the public health, safety and general welfare requires that water resources available to the city be put to maximum beneficial use, that the waste or unreasonable use of water be prevented, and that the conservation of such water must occur to protect the people and property of the city of Redlands. (Ord. 2151 § 1, 1991)

13.06.030: PURPOSE AND SCOPE:

A. The purpose of this chapter is to reduce the nonessential use of water to conserve city water supplies, thereby minimizing the effect of a shortage of water supplies on city users. The water conservation plan here established is to:

1. Protect the health, safety, and welfare of the citizens and property owners of the city;

2. Assure the maximum beneficial use of city water supplies; and

3. Attempt to provide sufficient water supplies to meet the basic needs of human consumption, sanitation and fire protection.

B. This chapter shall remain in effect until the city council declares by ordinance that the provisions of this chapter are no longer applicable to existing water supply conditions and the supply of water available for distribution within the city's service area has been replenished or augmented. (Ord. 2151 § 1, 1991)

13.06.040: AUTHORIZATION:

A. The city is authorized to implement the provisions of this chapter following a public hearing as specified below upon the city council's determination by majority vote of the entire council that such implementation is necessary to protect the public health and safety.

B. A public hearing shall be held to determine whether to adopt a water conservation plan, and, if so, which measures provided herein should be implemented. A similar public hearing shall be held by the city council prior to the implementation or termination of each incremental water conservation stage pursuant to section 13.06.080 of this chapter. Notice of the time and place of these public hearings shall be published not less than ten (10) days before the hearing in a newspaper of general circulation.

C. Upon adoption by the city council, the provisions of this chapter shall become effective immediately. Notice of the implementation of successive stages of water conservation shall be given to water users immediately both by publication at least once in a newspaper of general circulation within ten (10) days after adoption, and by a notice enclosed with the next regular city invoice for water or utility service.

D. If the city council cannot meet in time to act to protect the public interest pursuant to this chapter, the city manager or his designee is hereby authorized and directed to implement such provisions of this chapter upon his or her written determination that the city cannot supply adequate water to meet the ordinary demands of water consumers, and that such implementation is necessary to protect the public health or safety. Such written determination shall be presented to the city council at its next meeting for review, revocation or ratification. Such meeting shall be held as soon as possible. (Ord. 2151 § 1, 1991)

13.06.050: APPLICATION:

The provisions of this chapter shall apply to all persons, customers, and property served water by the city wherever situated. (Ord. 2151 § 1, 1991)

13.06.060: GENERAL PROHIBITION:

No water user shall make, cause, use, or permit the use of water supplied by the city for residential, commercial, industrial, agricultural, governmental or any other use in a manner contrary to this chapter. Waste or the unreasonable or nonbeneficial use of water is prohibited in the city of Redlands. (Ord. 2151 § 1, 1991)

13.06.070: MANDATORY CONSERVATION; STAGE CRITERIA:

The director of the public works department shall recommend guidelines for adoption by the city council setting forth the criteria to determine when water supply conditions in the city require the implementation or termination of each water conservation stage. Such guidelines shall be updated when the director determines that water availability so requires. The director shall include in such guidelines a calendar symbol system designating allowed days for irrigation. (Ord. 2151 § 1, 1991)

13.06.080: MANDATORY CONSERVATION; PHASE IMPLEMENTATION:

The public works department shall monitor the projected supply and demand for water by its customers on a daily basis during the months of June, July, August, September, and October and shall recommend to the city manager the extent of conservation required through the implementation and/or termination of particular conservation stages to allow the department to prudently plan for and supply water to its customers. Thereafter, the city manager may recommend to the city council the implementation or termination of the appropriate stage of water conservation in accordance with the applicable provisions of this chapter. The city council may implement or terminate the appropriate stage pursuant to section 13.06.040 of this chapter. Notice of the implementation or termination of each stage shall be given pursuant to subsection 13.06.040C of this chapter.

A. Stage I, Voluntary Conservation Measures: Water users are requested to limit their water use from June 1 to October 1 of each year to an amount necessary for health, safety, economic necessity and irrigation. Water users should use water wisely and prevent its waste or unreasonable use.

   The following actions are recommended:

   1. Adjust sprinklers and irrigation systems to avoid overspray, runoff, and waste. Avoid watering on windy days;

   2. Install water saving devices, such as low flow showerheads and faucet aerators;

   3. Select low water demand shrubs, ground covers and trees for new landscaping;

4. Restrict water service in restaurants.

B. Stage II, Mandatory Compliance; Water Alert: When implemented pursuant to subsection 13.06.040B of this chapter and noticed pursuant to subsection 13.06.040C of this chapter, the following restrictions shall apply to the use of water supplied by the city in addition to the recommendations of stage I:

1. Irrigation of lawns, gardens, landscaped areas, trees, shrubs, or other plants utilizing individual sprinklers or sprinkler systems is allowed only on an irrigation day designated by the city and is prohibited between the hours of twelve o'clock (12:00) noon and eight o'clock (8:00) P.M. However, irrigation is permitted at any time if:

   a. A handheld hose is used, or

   b. A handheld, faucet filled bucket containing five (5) gallons or less is used, or

   c. A drip irrigation system is used.

   Commercial nurseries, commercial farmers, and grove settings requiring twenty four (24) hour irrigation cycles, are exempt from stage II irrigation restrictions, but shall curtail all nonessential water use.

2. The washing of automobiles, trucks, trailers, boats, aircraft and other types of mobile equipment is allowed only on designated irrigation days and is prohibited between the hours of twelve o'clock (12:00) noon and eight o'clock (8:00) P.M. Mobile equipment washing shall be done only with a handheld bucket or a handheld hose equipped with a positive shutoff nozzle for quick rinses.

   Notwithstanding the above, washing of such equipment may be done at any time on the immediate premises of a commercial car wash or commercial service station with washwater recycling facilities. Garbage trucks and vehicles to transport food and perishables are exempt from these regulations if the public health or safety requires frequent vehicle cleaning.

3. The washing or sprinkling of foundations or structures shall be allowed only by city permit. Regulations for such permit shall be enacted by resolution.

4. The refilling or adding of water to uncovered swimming or wading pools or spas is allowed only on designated irrigation days and is prohibited between the hours of twelve o'clock (12:00) noon and eight o'clock (8:00) P.M.

5. The operation of any ornamental fountain or other structure making similar decorative use of water is prohibited, unless the fountain or structure has a recycling system.

6. The use of water for irrigation of golf greens and tees is allowed only on designated irrigation days and is prohibited between twelve o'clock (12:00) noon and eight o'clock (8:00) P.M. The irrigation of golf course fairways is absolutely prohibited. The irrigation of golf courses utilizing treated wastewater or reused water is not subject to these prohibitions.

7. Restaurants shall not serve water to customers except upon specific customer request.

8. Failure to repair controllable leaks is prohibited.

9. Use of running water to wash driveways, sidewalks, parking areas, patios, tennis courts and other paved areas is prohibited.

10. Failure to prevent excessive runoff from irrigation activities is prohibited.

11. Use of water from fire hydrants is limited to firefighting and other activities necessary to maintain the health, safety, and welfare of the citizens of Redlands. The use of water piped from fire hydrants and sprinkled for construction purposes is prohibited.

C. Stage III, Mandatory Compliance; Water Warning: When implemented pursuant to subsection 13.06.040B of this chapter and noticed pursuant to subsection 13.06.040C of this chapter, the following restrictions, in addition to all elements of stages I and II, shall apply:

1. All outdoor irrigation of vegetation shall occur only on designated days using handheld hoses, drip irrigation, or handheld buckets and is prohibited between the hours of twelve o'clock (12:00) noon and eight o'clock (8:00) P.M.

   Exemption: Permanently installed automatic sprinkler systems may be used on designated irrigation days but are prohibited between the hours of twelve o'clock (12:00) noon and eight o'clock (8:00) P.M.

2. The watering of golf tee areas is prohibited except with treated wastewater or reused water.

D. Stage IV, Mandatory Compliance; Water Emergency: Pursuant to California Water Code section 350 et seq., the city council may declare a water shortage emergency upon its determination that the ordinary demands of city water users cannot be satisfied without depleting the city water supply to a point of insufficient water for human consumption, sanitation and fire protection. When implemented pursuant to subsection 13.06.040B of this chapter and noticed pursuant to subsection 13.06.040C of this chapter, the following restrictions, in addition to all elements of stages I, II and III, shall apply:

1. All outdoor irrigation of vegetation shall be allowed only between the hours of eight o'clock (8:00) P.M. and twelve o'clock (12:00) midnight on designated irrigation days.

2. The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment not occurring upon the immediate premises of commercial car washes and commercial service stations and not in the immediate interest of the public health or safety is prohibited.

3. The washing of automobiles, trucks, trailers, boats, airplanes, or other types of mobile equipment upon the immediate premises of commercial car washes and commercial service stations shall occur only between the hours of twelve o'clock (12:00) noon and six o'clock (6:00) P.M.

4. Commercial nurseries and commercial farmers using city water shall water only on designated irrigation days between the hours of ten o'clock (10:00) A.M. and six o'clock (6:00) P.M. and shall use only handheld hoses, drip irrigation systems, or handheld buckets.

5. The filling, refilling, or adding of water to uncovered swimming or wading pools and spas is prohibited at any time of day or night.

6. The operation of any ornamental fountain or similar structure is prohibited.

7. The issuance of new service connections and meters is prohibited. (Ord. 2151 § 1, 1991)

13.06.090: RELIEF FROM COMPLIANCE:

A city water user may file a request for relief from any provision of this chapter. The city manager shall review all requests and hold a hearing with each applicant. The city manager may grant relief from the provisions of this chapter if he determines that special circumstances make compliance not reasonably possible, or that the restrictions herein would either:

A. Cause an unnecessary and undue hardship to the water user or the public; or

B. Cause an emergency condition affecting the health, sanitation, fire protection or safety of the water user or of the public.

Such relief may be granted only upon written request to the city. Upon granting such relief, the city manager may impose any conditions he determines to be just and proper. The city manager shall make his determination within fourteen (14) days of receipt of the request for relief and shall inform the applicant of the decision in writing.

An applicant shall have the right to appeal the city manager's decision regarding his or her application to the city council or its designee. The appeal must be in writing and received by the city within ten (10) days of the date of the city manager's written decision. The appeal shall be heard by the city council or its designee within a reasonable period of time from the date the appeal is filed. The city shall provide written notice to the applicant of the time and date of the hearing. The city council or its designee, at its discretion, may affirm, reverse or modify the city manager's decision and impose any

conditions it deems proper. The decision of the city council shall be final. (Ord. 2151 § 1, 1991)

13.06.100: FAILURE TO COMPLY:

Violation by any customer of the water use prohibitions of this chapter shall be penalized as follows:

A. First Violation; Notice Of Noncompliance: The city manager is authorized and directed to issue a written notice of noncompliance to any water user who, in the reasonable judgment of the city manager, has failed or refused in a significant way to comply with those water use curtailment provisions of this chapter currently in effect. Any such notice of violation shall specify the time, place and manner of noncompliance, and shall specify a reasonable period to achieve compliance. Any notice of noncompliance shall be directed to the customer of record for the premises where the noncompliance was observed. Delivery may be through regular mail or by personal delivery with a declaration of delivery returned to the city manager.

B. Second Violation; Warning Of Penalties: For a second violation by any customer of the water use curtailment provisions of this chapter currently in effect, a written warning notice of the future imposition of penalties on the customer's water bill shall be issued. Any such warning notice shall specify the time, place and manner of noncompliance and shall require compliance within two (2) days. Any warning notice shall be directed to the customer of record for the premises where the violation has occurred. Delivery will be made by personal delivery with a declaration of delivery returned to the city manager.

C. Third Violation; Imposition Of Penalties:

1. For a third violation by any customer of this chapter, a citation shall be issued and a surcharge imposed on the customer's next regular water bill. The surcharge shall consist of a percentage of the customer's commodity charge as shown on the most recent water bill, based upon the water conservation stage then in effect at the time of the most recent violation. The penalty surcharge for each stage is shown below:

Stage II		25 percent
Stage III		50 percent
Stage IV		75 percent

As an example, if a water user's most recent commodity charge is twenty five dollars ($25.00), a third violation while the city is in stage III would result in the imposition of a twelve dollar fifty cent ($12.50) surcharge.

2. If a water customer cited for a third violation fails or refuses to comply with the requirements of this chapter or to pay any outstanding water bills including surcharges, the city manager is hereby granted discretionary authority pursuant to California Water Code section 375 to cause a flow restricting device to be installed at the meter to reduce water availability to the customer's service address. Pursuant to California Water Code section 35423, if installation of a flow restrictor is infeasible, impractical or is unlikely to induce compliance with this chapter, the city manager may authorize a shutoff of service to the premises involved. (Ord. 2151 § 1, 1991)

13.06.110: HEARING REGARDING VIOLATIONS:

A. Any customer receiving notice of a second or subsequent violation pursuant to section 13.06.100 of this chapter shall have a right to a hearing by the city manager within fifteen (15) days of mailing or other delivery of the notice of violation.

B. The customer's written request for a hearing within the fifteen (15) day period shall automatically stay the imposition of monetary penalties on the customer's water bill until the city manager renders his decision. The decision of the city manager shall be final and not subject to further appeal pursuant to this code. (Ord. 2751, 2011)

13.06.120: CITY MANAGER DELEGATION:

The city manager may delegate all duties and responsibilities hereunder. (Ord. 2151 § 1, 1991)

13.06.130: SEVERABILITY:

If any provision, section, subsection, sentence, clause, or phrase of this chapter, or the application of same to any person or set of circumstances is held to be unconstitutional, void, or invalid, such decision shall not affect the remaining portions of this chapter which

shall remain in full force and effect, and all provisions of this chapter are declared to be severable for that purpose. (Ord. 2151 § 1, 1991)

13.06.140: INCOMPATIBLE PROVISIONS:

To the extent any provision of this chapter is incompatible with or at variance with any prior adopted ordinance or resolution, the provisions of this chapter shall take precedence, and all prior ordinances and resolutions shall be interpreted to harmonize with and not change the provisions of this chapter. (Ord. 2151 § 1, 1991)

13.06.150: PUBLIC HEALTH AND SAFETY NOT TO BE AFFECTED:

Nothing in this chapter shall be construed to require the city to curtail the supply of water to any customer when such water is required by that customer to maintain an adequate level of public health or public safety. (Ord. 2151 § 1, 1991)

13.06.160: EXEMPTION FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The city council determines that the adoption of this chapter and implementation of the measures set forth herein are exempt from review under the California environmental quality act[1] because it is an action taken to mitigate or prevent a water shortage emergency, and to protect natural resources. The city council directs the city manager or his designee to prepare and file a notice of exemption as soon as possible following adoption of the ordinance codified in this chapter. (Ord. 2151 § 1, 1991)

Attachment 2

2021 Local Hazard Mitigation Plan

2



Local Hazard Mitigation Plan

November 2021

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PREFACE

Impacts from hazards are a challenge to jurisdictions, its leaders, and its citizens. After catastrophic disaster events communities can experience power outages, loss of telecommunications and water service, limited access to fuel, and closed roadways in addition to significant damage to buildings, mass injuries, and loss of life. Depending on the magnitude of the event, recovery from these events can take weeks, months, and in some instances, years. The goal of many communities is to reduce the potential impacts thus shortening the recovery time. In emergency management, this is generally called mitigation.

Mitigation is defined by the Department of Homeland Security (DHS)-Federal Emergency Management Agency (FEMA) as "*any action taken to reduce and/or eliminate the long-term risk to human life and property from natural hazards*." Mitigation is one of the primary phases of the Disaster Cycle and is the only phase specifically dedicated to breaking the cycle of damage. The goal of mitigation is to build resiliency within the community; enabling a more efficient and effective response to and recovery from disasters.



To assist communities become more resilient to hazards, FEMA developed a program and guidance around the creation of Local Hazard Mitigation Plans (LHMPs). LHMPs promote a comprehensive planning process, requiring an assessment of local capabilities against impacts from hazards in order to identify potential projects and/or strategies.

With an approved and adopted LHMP, cities, counties, and special districts are eligible for Federal Hazard Mitigation Assistance (HMA) grants offered through FEMA: Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC; formerly Pre-Disaster Mitigation- PDM), and Flood Management Assistance (FMA). The HMA grants are a great source of funding to help implement local mitigation actions identified in the LHMPs.

This update to the City of Redlands LHMP built upon previous mitigation efforts in the City and incorporated new, relevant information into the plan. Part of this update process also includes reassessing and reevaluating: local capabilities (personnel resources, governance, technical skills, and fiscal resources); community hazards (identification, impacts, and prioritization); and mitigation goals, objectives, and measures/actions. Significant consideration was given to acknowledging new (and existing) challenges and issues facing the City (i.e., pandemic, extension of the commuter rail, civil disturbance, technology disruption, wind driven wildfire events). During this update, the City tried to take a more comprehensive, strategic approach to the LHMP. This led to reorganizing the plan and also adding, renaming, and expanding hazards and mitigation actions.

Because the LHMP must include information to meet federal requirements and guidance it includes information not traditionally found in other planning documents. This can lead to a large, cumbersome document, making it difficult to easily access specific information. In an attempt to ensure the LHMP contains all required information and is user-friendly; it has been organized as follows:

Chapter 1: ***Introduction***- provides information on the purpose of the plan, outlines the scope of the work, and presents the adoption process and authority.

Chapter 2: ***Planning Process***- provides information on the methodology used to prepare the LHMP, including a list of the Planning Team members and the public outreach efforts.

Chapter 3: ***Community Profile***- provides background information on the City, ensuring all Planning Team members have a common understanding of the dynamics within the community.

Chapter 4: ***Capability Assessment***- provides information on the current mitigation efforts by the City, including department roles and responsibilities, existing plans/programs/codes, and available funding.

Chapter 5: ***Hazard Assessment***- provides information on hazards within the City and assesses the priority of each hazard.

Chapter 6: ***Risk Assessment***- provides information on the potential impacts, through exposure and loss (damage) estimates for each hazard within the City.

Chapter 7: ***Mitigation Strategies***- provides information on the actions/projects the City is proposing to address the vulnerabilities to the high-risk hazards within the City.

Chapter 8: ***Plan Administration***- provides information on how the City intends to keep the LHMP current, incorporate it into other efforts, and share it with the public.

1 INTRODUCTION

The Local Hazard Mitigation Plan (LHMP) is a "*living document*" that should be reviewed, reevaluated, monitored, and revised to reflect changing conditions and new information. As required, the LHMP must be updated every five (5) years to remain in compliance with regulations to receive Federal Hazard Mitigation Assistance (HMA) grants. The City of Redlands has had several approved and adopted LHMPs, the latest being in 2015. This LHMP is an update to the 2015 City of Redlands LHMP.

1.1 PURPOSE OF THE PLAN

The purpose of this plan is to outline a mitigation strategy to help reduce and/or eliminate impacts from hazards within the City of Redlands.

1.2 SCOPE OF THE PLAN

The scope of this plan is to: 1) assess relevant existing conditions and capabilities within the City; 2) identify potential hazards and their impacts within the City; and 3) propose mitigation actions to address the impacts to the high-priority hazards within the City. In support of the above scope, this update will: evaluate mitigation progress since the approved and adopted LHMP: implement and document a comprehensive planning process: present actions to maintain and integrate the LHMP with other City plans: and, establish methods to continuously inform and educate the public on hazards and potential actions that can be taken to reduce and/or eliminate impacts.

1.3 HAZARD MITIGATION PLANNING DIRECTIVE

In 2000, the Federal Emergency Management Agency (FEMA) adopted revisions to Title 44 of the Code of Federal Regulations (44 CFR). This revision is known as "Disaster Mitigation Act (DMA) 2000". Section 322 (a-d) of DMA 2000 requires that local governments, as a condition of receiving federal disaster mitigation funds, have an approved and adopted Hazard Mitigation Plan (HMP) that describes the process for assessing hazards, risks and vulnerabilities; identifying and prioritizing mitigation actions; and soliciting input from the community (public), key stakeholders, and adjacent jurisdictions/agencies.

1.4 PROMULGATION AUTHORITY

The City Council is the legislative body of the City of Redlands. It decides policy for the municipal government, enacts laws, and oversees all activities of the City. The City Council also serves as the governing body of the City of Redlands Redevelopment Agency. The promulgation authority is vested in the members of the City Council. A list of the members of Redlands City Council include:

Mayor	Paul Barich	***Council Member***	Paul Foster
Mayor Pro Tem	Eddie Tejada	***Council Member***	Denise Davis
		Council Member	Jenna Guzman-Lowery

1.5 LOCAL HAZARD MITIGATION PLAN ADOPTION

The update of the City of Redlands LHMP was reviewed and adopted by the City Council on November 16, 2021, under Resolution 8268. A copy of the Resolution is in **Appendix 1**.

2 PLANNING PROCESS

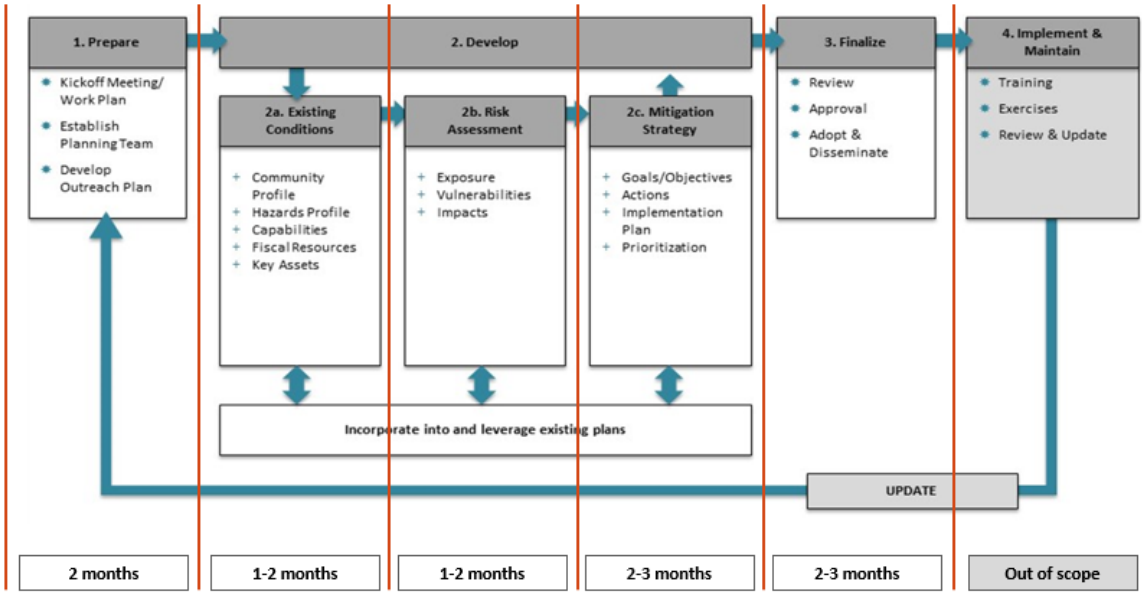
2.1 OVERVIEW

This section demonstrates the methodology used by the City of Redlands to develop the LHMP. FEMA's LHMP development guidance outlines recommended actions, emphasizing involving the "*whole community*" in the planning process. The whole community concept promotes the inclusion of not only emergency managers but other City department representatives (e.g., zoning, floodplain management, public works, community, and economic development), as well as, outside partners (e.g., surrounding counties/cities, special districts, lifelines companies, businesses leaders) to participate in the LHMP effort. The concept also includes outreach to the general public to bring awareness to community hazards and the planning effort. Soliciting and considering input from diverse interests is essential to building a comprehensive plan and gaining community-wide support for the plan.

2.2 METHODOLOGY AND TIMELINE

To complete the update of LHMP, the City of Redlands incorporated a three (3) phase planning process: 1) Prepare; 2) Develop; and, 3) Finalize (**Figure 2.1**). Phase 2- Develop, has three (3) sub-phases that establish the current conditions, determine the risk and vulnerabilities, and identifies strategies and projects. In addition to the phases, Figure 2.1 also depicts the timeline to complete the project. While this methodology is in alignment with the FEMA guidance, sequence and naming of phases were adjusted to better suit the City of Redlands' needs.

Figure 2.1- Planning Methodology



Under the *Prepare* phase general project tasks were completed. This included conducting an Administrative Kickoff meeting with the consultant, validation of the Planning Team, an identification of the Public Outreach effort, and a Kickoff meeting with the Planning Team.

As mentioned, the *Develop* phase had three (3) sub-phases. During the Existing Conditions sub-phase, the Planning Team confirmed current City mitigation capabilities, including identification of departments supporting mitigation, current governance guiding mitigation efforts, identification of fiscal resource availability to possibly support mitigation, discussion of key assets, and identification and description of local hazards within the City. Under the Risk Assessment sub-phase, the Planning Team reviewed exposure and impacts of hazards within the City; and prioritized hazards. The final sub-phase, Mitigation Strategies, had the Planning Team discuss previous mitigation efforts, identify and prioritize new mitigation projects, and develop an implementation plan for each project.

Throughout the *Develop* Phase, plans and other documents, both internal and external, were also analyzed and leveraged to ensure decisions were based on the best available information and that proposed actions were compatible with other efforts. And conversely, efforts were made to encourage results from the LHMP planning process were considered and incorporated into other planning efforts.

The last phase of the planning process methodology was *Finalize*. During this phase the Planning Team reviewed and provided additional comments on the complete LHMP before being forwarded to the California Governor's Office of Emergency Services (Cal OES) and FEMA. This phase also included addressing both Cal OES and FEMA comments and working with the City Council to adopt the LHMP.

During the planning process, draft LHMP sections (i.e., Capabilities, Hazards, Risk, Mitigation Strategies) were disseminated for review and comment as the Planning Team moved through each phase and sub-phase. This helped the Planning Teams focus their review on the subject matter at hand and enforced the relationship between the phases. At the end of the planning process, another review cycle was provided, this time with all draft sections under one cover.

2.3 PLANNING TEAM

Building on the whole community concept, a Planning Team was established to assist with the updating of the City of Redlands LHMP. The primary goal of the Planning Team is to help define and identify the strategies within the LHMP. The Planning Team was led by representatives from the City of Redlands Fire Department. The City of Redlands Fire Department representatives took on the responsibilities of Project Manager and facilitated and coordinated Planning Team activates. Additionally, the City of Redlands Fire Department hired a consultant to provide technical support and prepare the final updated LHMP.

2.3.1 MEMBERS

The Planning Team was comprised of subject matter experts who could provide great benefit to the team or represented specific topics covered by the LHMP. Leveraging the list of Planning Team members during the last update to the LHMP, the City of Redlands Fire Department and its consultant evaluated and confirmed the list of Planning Team members. An email invite was sent out to each Planning Team member and a series of follow-up telephone calls were conducted to discuss to project and confirm participation. Keeping the Planning Team to a manageable number of members while ensuring that all perspectives are captured and/or included in the process is challenging. To balance this, the Planning Team members were urged to act as liaisons to community groups with whom they regularly interact with, exchanging thoughts on the LHMP with other groups in the community. Planning Team member

were encouraged to communicate the direction and status of the planning effort to their outside members and in return they were expected to bring outside perspectives to the Planning Team. The City of Redlands took great efforts to engage and include as many Planning Team members as possible. A list of the Planning Team members can be found in **Appendix 2**.

2.3.2 MEETINGS

There were a series of meetings held with the Planning Team. Each meeting had a primary focus and provided an opportunity to discuss/review information and exchange ideas. Below is a list of the Planning Team meetings (**Table 2.1**) and Planning Team member attendance at each meeting can be found in **Appendix 3**:

Table 2.1- Planning Team Meetings

Date	Purpose of the Meeting
Jun 16, 2020	Project Kickoff- Discussed: Goal/Objectives of LHMPs, Type of Information Needed, Role of the Planning Team, LHMP Update Process, Public Outreach Effort, and Project Timeline
Aug 18, 2020	Prepare- Discussed: 1) relationship between EOPs and LHMPs, 2) FEMA Review Tool, 3) 2015 LHMP sections- Community Profile, Capabilities, Key Assets, and Hazards. Solicit feedback on draft LHMP sections
Sep 21, 2020	Existing Conditions- Discuss: 1) Key Assets, and 2) Hazards (Identification). Solicit feedback on draft LHMP sections
Oct 19, 2020	Existing Conditions- Discuss: 1) Key Assets, and 2) Hazards (Priority). Solicit feedback on draft LHMP sections
Nov 16, 2020	Existing Conditions- Discuss: 1) Hazards (Profiles, Priority). Solicit feedback on draft LHMP sections
Jan 14, 2021	Risk Assessment- Review of Hazard 1) Exposure, 2) Impacts, and 3) Prioritization. Solicit feedback on draft LHMP sections
Mar 16, 2021	Mitigation Strategies- Review of 1) Previous Projects, 2) Previous Goals/Objectives, and 3) Identification of New Projects
Apr 07, 2021	Mitigation Strategies- Discussion of 1) New Projects, and 2) Project Implementation Plan
May 25, 2021	Draft Plan- Review of draft LHMP; including Public Comments
Sep 16, 2021	*Draft Plan*- Review of Cal OES/FEMA Comments on draft LHMP. Discuss next steps

2.4 COMMUNITY STAKEHOLDER INVOLVEMENT

2.4.1 RECURRING COORDINATION

The City of Redlands attends and coordinates several meetings with community stakeholders focused on Emergency Management topics (i.e., response, recovery, mitigation, preparedness, prevention). Prior to the LHMP update process, the City leveraged these meetings to announce and discuss the City's intent to update its LHMP and solicit participation from stakeholder representatives. Many these stakeholder meetings are organized by San Bernardino County Fire Department Office of Emergency Services (OES). The San Bernardino County Fire Department OES leads the San Bernardino Operational Area (OA) efforts. It's role as lead is to support local governments response and recovery operations. The San Bernardino County Fire Department OES also encourages coordination across local governments and community stakeholders. Some of these efforts include:

- San Bernardino County OA Stakeholder Group- meetings focused on maintaining, coordinating, and updating the OA Multi-hazard LHMP and the individual city LHMPs
- Critical Route Planning Committee- has a committee that develops and validates countywide routes and alternate routes for use in evacuating residents from a disaster area while simultaneously allowing first responders' access into a disaster area without congestion and gridlock.
- California Governor's Office of Emergency Services Annual Exercise- coordinates the OA's participation in the exercise. The purpose for participation is to better prepare for regional, catastrophic events, ensuring an effective multi-agency/multi-jurisdictional response.

The City of Redlands also meets quarterly with the Voluntary Organizations Active in Disasters (VOAD) group. The San Bernardino County chapter of the VOAD group is a community network of non-partisan membership organizations that serves as the forum to share knowledge and resources to help communities prepare for and recover from disasters. Further, VOAD fosters efficient delivery of available member resources to persons with unmet needs affected by disaster.

At the local-level, the City of Redlands meets with faith-based organizations monthly. This group coordinates all faith-based organizations in the City of Redlands. The group supports positive interfaith relationships, enhance non-violent attitudes & behavior, support peace & promote goodwill in the Redlands Community. During Disasters this group supports the city not only in having volunteers, but also in being the emotional and religious support.

2.4.2 STAKEHOLDER MITIGATION RELATED PLANNING RESOURCES

To ensure consistency within the region, the City of Redlands Fire Department and its consultant ensured the Planning Team reviewed and was aware of the state HMP and several LHMPs from surrounding jurisdictions. This list included:

- State of California Hazard Mitigation Plan
- San Bernardino County Multi-Jurisdictional Hazard Mitigation Plan
- Yucaipa, City of
- Loma Linda, City of
- Colton, City of
- Riverside County Multi-Jurisdictional Hazard Mitigation Plan
- Calimesa, City of

While not technically considered a mitigation plan, the Planning Team also reviewed available Emergency Operations Plans (EOPs) and the General Plan Safety Elements from the jurisdictions above. The value of reviewing EOPs is to understand how the City of Redlands and other communities within the region will respond to events and the type of equipment and facilities they will be reliant upon. Gaining this perspective, the Planning Team was able to incorporate these considerations into its LHMP. Although there is a concerted effort to incorporate LHMP information into the General Plan Safety Elements, that is not always the case. A review of the Safety Elements can provide additional insight into hazards within the community and present a closer tie to community-wide goals and objectives.

2.5 PUBLIC OUTREACH

For the purposes of the LHMP, the public is defined as any person within the jurisdiction or adjacent areas, not part of the Planning Team, not acting in an official capacity of a recognized form or level of government. There were two (2) different Public Outreach campaigns used during the City of Redlands LHMP update process: the first informing the community of the efforts to update to the LHMP and the second educating the community of hazards and mitigation actions. Below is a summary of the campaigns:

2.5.1 LHMP AWARENESS CAMPAIGN

This campaign presents the strategy of how the City of Redlands engaged the public during the LHMP update process. A significant piece of the FEMA's LHMP guidance is to ensure the "*whole community*" is involved. A significant element of FEMA's "*whole community*" concept is the general public.

The public outreach strategy worked in conjunction with LHMP planning process and timeline. As the Planning Team completed critical milestones, key information was disseminated to the public for consideration and input. Because of the pandemic (COVID), there were limited options and opportunities to reach out to the public. All public outreach efforts were done virtually. The City of Redlands held two (2) public meetings: one (1) at the start of the project; and, one (1) at the end of the project. In between, there were a series of status update provided through the city website, keeping the general public aware of the progress and status of the project.

This outreach strategy shared information about the project kickoff, hazards and potential impacts within the community, current mitigation capabilities, and proposed mitigation actions. The information was shared through presentations, status updates, and handout materials, through meetings, social media platforms (Facebook, Twitter, Instagram, LinkedIn, Nextdoor), media (print, broadcast), and other announcements.

For the update process, the City of Redlands leveraged the existing City Disaster Council to engage the public. The Disaster Council holds regular, ongoing meetings with the public and its purpose was in alignment with the LHMP efforts. On October 8, 2020, the City of Redlands issued a press release, via email and the city website, announcing the LHMP as an agenda item for the October 26th Disaster Council meeting. The Disaster Council agenda is also disseminated to registered users and the general public.

A second Public Outreach meeting was held on April 26, 2021, to provide an overview of the draft LHMP; a meeting announcement went out the beginning of April. The presentation informed the community of the LHMP planning process and the hazards included in the LHMP. The presentation presented an overview of the chapters in the LHMP, highlighting the proposed mitigation actions; inviting the public to review and submit comments on the draft LHMP.

Attendance at the Public Outreach meetings were good considering the challenges from the COVID-19 pandemic and competing priorities. In addition to the COVID-19 pandemic, the community has faced regional wildfires. Presentations were prepared for each meeting to inform the public on mitigation, the LHMP update planning process, and to walk the public through the LHMP content. During the meetings, some comments were received, most requesting clarification of the presentation material. The draft LHMP was made available to the public through the City of Redlands website. The website also provided a function that allowed the public to submit comments on the LHMP after their review. The Planning Team received minor comments during the Public Outreach review period, one requesting to simplify the

material for public use (NOTE: The Planning Team already identified a Mitigation Measure/Action to create mitigation material for public outreach/education purposes). All comments were shared with the Planning Team; and revisions were incorporated into the LHMP where appropriate. The public announcements and presentations for both meetings can be found in **Appendix 4**.

2.5.2 MITIGATION AWARENESS CAMPAIGN

Over past few years, the City of Redlands established both regular meetings and ad hoc meetings/events to educate and exchange information on mitigation within the city. The regular meetings involve the re-establishment of the Disaster Council. The Disaster Council consist of existing groups that support a strong team merging sectors of the community including elected officials, emergency management, first responders, volunteer services, major industry and commercial, healthcare and education. The Disaster Council meets quarterly. Ad hoc meeting/events consist of events run by the city or others that may provide opportunities to share and exchange information about mitigation. The City organized and/or participated in a number of initiatives to inform the public of hazards in the community and discussed possible mitigation actions. The City sponsors and staff information booths at local events, encourages Community Emergency Response Team (CERT) training, and participates in several regular community-based stakeholder and public meetings. The CERT training helps the City educate citizens about hazards and train citizens to be self-sufficient following a major disaster, while staffing information booths provide City staff with the opportunity to provide literature and handouts pertaining to mitigation strategies and emergency and disaster preparedness. The City has also used surveys in the past to determine the level of knowledge local citizens already have about potential disasters and assess areas of vulnerability to various types of disasters. The City also leverages its social media platforms (Facebook, Twitter, Instagram, LinkedIn, Nextdoor), media (print, broadcast), and other general public announcements to disseminate vital information about hazards in the community, relevant programs being undertaken to safeguard the public from the effects of hazards, and actions the public can take to prepare themselves for events.

3 COMMUNITY PROFILE

The purpose of this section is to present an overview of the City of Redlands, providing the Planning Team with a common understanding of the existing conditions and perspective on select aspects within the community. Gaining a common understanding of the existing conditions provides the basis on which the Planning Team can assess the impacts of hazards, as well as, identify needed mitigation actions.

3.1 LOCATION

The City of Redlands is located at the base of the San Bernardino Mountains in southwestern San Bernardino County, eight (8) miles east of the City of San Bernardino, sixty-three (63) miles east of the Los Angeles metropolitan area, and one-hundred- ten (110) miles north of San Diego (**Figure 3.1**). The City of Redlands planning area covers approximately 46 square miles. The planning area covers the City of Redlands (approximately 37.5 square miles), the City's Sphere of Influence (SOI), and an unincorporated County island (referred to as the "Donut Hole). The SOI is represented in light gold (east of the City of Redlands) and the Donut Hole in tan (northwest portion of the City of Redlands) on Figure 3.1.

Figure 3.1- City of Redlands

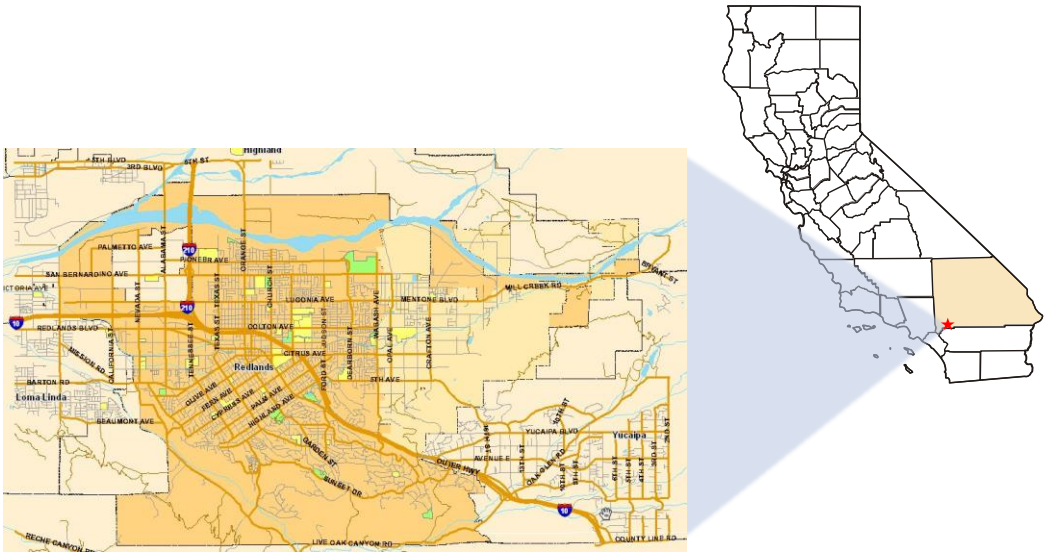
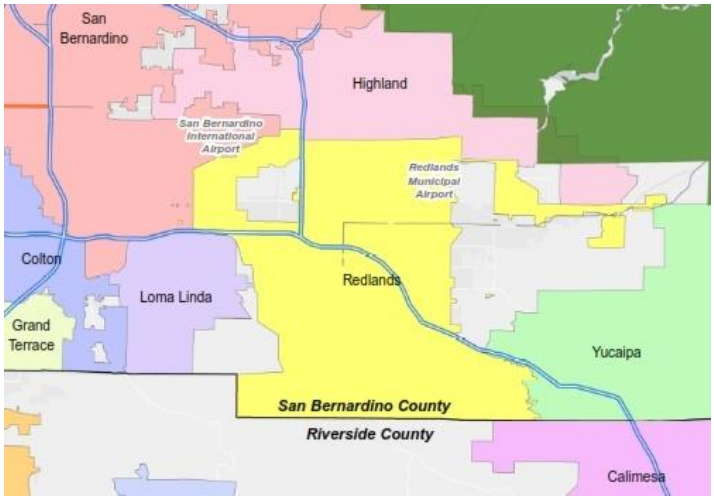

Redlands
Loma Linda
Yucaipa
SAN BERNARDINO AVE
REDLANDS BLVD
COLTON AVE
CITRUS AVE
5TH AVE
BARTON RD
BEAUMONT AVE
YUCAIPA BLVD
MILL CREEK RD
MENTONE BLVD
LUGONIA AVE
PALMETTO AVE
PIONEER AVE
ORANGE ST
CALIFORNIA ST
NEW YORK ST
TEXAS ST
ALABAMA ST
NEVADA ST
OLIVE AVE
ORANGE AVE
CITRUS AVE
5TH AVE
CITRUS AVE
CITRUS AVE
CITRUS

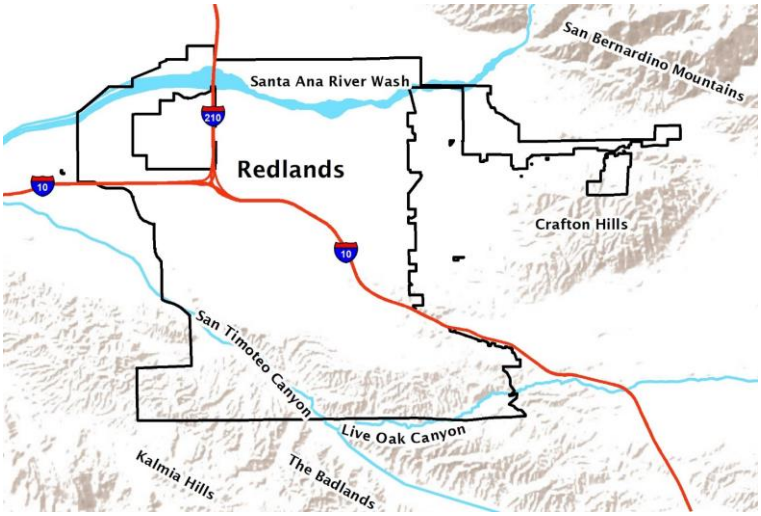
Figure 3.2- Surrounding Jurisdictions to the City of Redlands



3.2 GEOGRAPHY

The City is located in what is known as the East Valley Corridor of the Inland Empire. Surrounding physical features include the San Bernardino Mountains (11,503 feet in elevation) and the Santa Ana River (and/or wash) located on the valley floor at the base of San Bernardino Mountains to the north, the Crafton Hills (3,297 feet in elevation) to the east, and San Timoteo Canyon, the Badlands Mountain range- 2,520 feet, the Kalmia Hills- 2,405 feet and Live Oak Canyon (at base of the San Timoteo Badlands Mountain range) to the south (**Figure 3.3**). Interstate 10 (I-10) freeway which bisects the City east to west, stretches from the Pacific Ocean to Atlantic Ocean; and courses through the major cities of Los Angeles, Phoenix, San Antonio, Houston, Baton Rouge, Mobile, and Jacksonville. The City is also served by State Route 210 which intersects with I-10 Freeway close to the west City limit.

Figure 3.3- Physical Features Around the City of Redlands



There are two (2) principal streams that drain into the City of Redlands, each of presents identifiable flood hazards at peak flows:

- **Santa Ana River/Mill Creek**- The Santa Ana River/Mill Creek emerges from its mountain canyon 5 miles northeast of Redlands, spreads out in shallow, braided channels more than a 1.5-mile-wide wash, mantled with fluvial debris. In 1965, 1966, 1969, 1976, 1980, 1992, 1993, and 1995 the flood waters from the upper regions of the Santa Ana River/Mill Creek were responsible for extensive damage to Orange Street and Alabama Street, ranging from washouts from five to six-foot high flood waters, to extensive, permanent damages from uncontrollable runoff from the upper regions of the San Bernardino mountains.
- **Mission Zanja,** *also known as Mill Creek Zanja and Mission Storm Drain*- The Mission Zanja was constructed for water supply in 1819. Diverting water from Mill Creek, the Zanja carried water for 12 miles to support the San Bernardino Assistance and surrounding farms and ranches. Today, as it traverses an east/west direction, the Zanja drains major portions of the City through various storm drain systems. During significant storm periods, the Zanja poses a serious threat to the community, and is presently being studied by the U. S. Army Corps of Engineers to determine if Corps funding might be available for design and construction of facilities to remove the flood hazard. The Mission Zanja, from the 2800 block of Mentone Boulevard to the west edge of Sylvan Park, is a designated landmark, and part of the National Register of Historic Places.

3.3 HISTORY

Once part of the Spanish Mission lands, Redlands was incorporated in 1888 following an influx of wealthy easterners and mid westerners. Early settlers brought their cultures, traditions and treasures, adding to the City's reputation as a cultural and educational community. Agriculture prospered with the navel orange and many citrus groves still surround Redlands today. More than a hundred years ago the seed which became the city of Redlands was planted by two young Easterners who shared a dream of an idyllic agricultural and residential community.

Redlands was the shared dream of Frank E. Brown, a civil engineer and Yale graduate, and E. G. Judson, a New York stockbroker, who met in Southern California in late 1870's. Naming their Redlands colony for the color of the adobe soil, the two busily laid out a city, brought water from the mountains to the community, introduced the newly discovered Washington navel orange, and recruited settlers. It wasn't long before Redlands proudly proclaimed itself the Navel Orange Capital of the World.

One group of early settlers called itself the Chicago Colony and created what is now the downtown business district. They named the principal shopping street for State Street in Chicago.

In 1889, twins Alfred H. and Albert K. Smiley came to Redlands, and the town was changed forever. The Smiley brothers, well-known educators and resort owners from New York, established a tradition of philanthropy with their donation of the A.K. Smiley public library and park in 1889. Two decades later, the Clarence G. Whites gave the Prosellis at the Redlands Bowl, and Robert Watchorns built the Lincoln Shrine next to the library. These and many others built a city that was known as the "Jewel of the Inland Empire."

The interval from 1920-1930 was another period of growth and prosperity, largely due to the citrus industry. The town's other "industry," the University of Redlands, expanded as well and a general increase in population occurred. Another regional contributor was the establishment of Norton Air Force Base, which remained an active military facility until 1994. Because of Redlands' historic and cultural heritage, the City attracted many commissioned military personnel as residents. The closure of Norton Air Force

Base, coupled with a declining economy beginning in 1990, had a negative impact on the City's economic stability.

3.4 CLIMATE

Redlands' climate is typical of Southern California inland areas. Residents of the City experience mild winters, low annual rainfall, and prolonged, dry summers. (**Table 3.1**)

Table 3.1- Average Temperature and Precipitation in Redlands

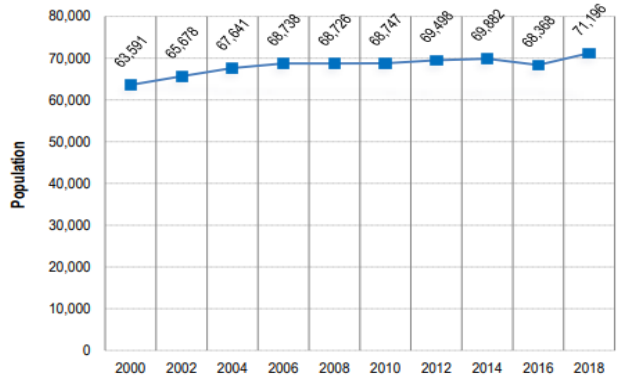
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Max Ave Temp (F)	64.7	66.1	69.1	73.7	78.5	86.7	94.5	94.2	90.1	81.0	72.7	65.8	**78.1**
Min Ave Temp (F)	39.3	41.3	43.6	46.8	51.1	55.2	60.3	60.6	57.6	51.2	44.0	39.6	**49.2**
Precipitation (in.)	2.72	2.66	2.29	1.18	0.48	0.11	0.06	0.15	0.29	0.69	1.13	1.80	**13.55**

3.5 DEMOGRAPHICS

According to the U.S. Census Bureau 2019 estimate, the total population of San Bernardino County is approximately 2,171,600 people. Most of the County's population is in the valley areas located in the southwestern portion of the County. The County's population has grown by approximately 121,690 people (6.4%) since the 2010 population of 2,040,910 persons. This rate of growth was relatively slower than the population growth in three neighboring Southern California counties (Riverside County with 11.3%, San Diego County with 7.7%, and Kern County with 6.6%), but much higher than the next three other counties in (Los Angeles County with 2.88%, Ventura County with 3.13%, and Orange County 5.62%).

The population in City of Redlands is estimated to be 71,513 (US Census, 2019 estimate), slightly up from the 2018 estimate of 71,196. The City of Redlands 2019 population estimate represents approximately 3.3% of the population residing within San Bernardino County. The City of Redlands population has increased approximately 12% since 2000; lower than the population growth in the San Bernardino County (27.2%) over the same period. The historical population estimates for the City of Redlands are shown in **Figure 3.4**.

Figure 3.4- Historical Population Estimates for the City of Redlands, 2000-2018



Source: California Department of Finance, E-5, 2000-2018

Below are some additional relevant population statistics from the 2019 U.S. Census estimate for the City of Redlands:

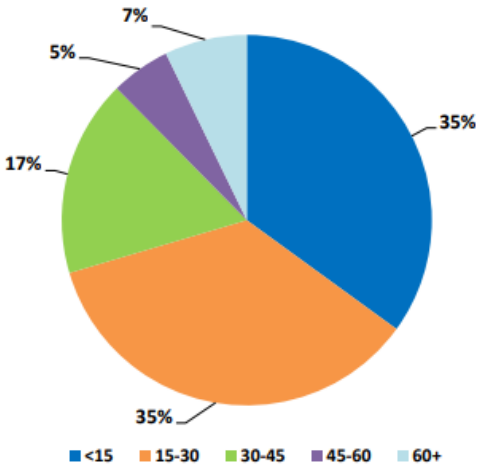
- 22.9% under 18 years old
- 15.4% over the age 65
- 61.7% between the ages of 18 and 65
- 25.5% reported speaking a language other than English at home
- 88.9% over the age of 25 are high school graduates
- 38.6% have attained a Bachelor's Degree or higher
- 6.9% over the age of 65 with a disability
- $72,523 median household income
- 13.6% living below the poverty level

In addition to the above information, the Planning Team reviewed information from Southern California Association of Government (SCAG). In 2008, SCAG initiated the Local Profiles which provided a variety of demographic, economic, education, housing, and transportation information about each member jurisdiction and are updated every two years. The SCAG region includes six counties (Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura) and 191 incorporated cities. In addition, the SCAG region is a major hub of global economic activity, representing the 16th largest economy in the world, and is considered the nation's gateway for international trade with two of the largest ports in the nation. Below is some information from the SCAG Local Profile for the City of Redlands (2019):

- 26,973 Housing Units in the City of Redlands (or 3.7% of San Bernardino County)
- 57.5% own their homes, and 42.5% rent
- Mean drive time to work in the City of Redlands is 22.8 minutes (compared to 30.9 minutes for San Bernardino County)

According to the US Census American Community Survey (2017), 70% of the City of Redlands population commute over 45 minutes to work (**Figure 3.5**)

Figure 3.5- Travel Time to Work (minutes) City of Redlands



3.6 ECONOMY

According to the SCAG report, the total number of jobs in the City of Redlands is 41,610 (or 5.4% of jobs located in San Bernardino County). The total number of jobs in the City of Redlands reflects a 2.5% decrease (1,049 jobs) from 2007 (**Figure 3.6**). A more detailed breakdown of the jobs in the City of Redlands is depicted in **Figure 3.7**. Below is a summary of some of the larger losses in job sectors since 2007:

- Manufacturing: 1,204 jobs in 2017(a 40.4% decrease)
- Construction: 1,619 jobs in 2017 (a 42.3% decrease)
- Retail: 4,621 jobs in 2017(a 17.7% decrease)
- Professional/Management: 4,510 jobs in 2017 (a 56.7% decrease)

Figure 3.6- Total Number of Jobs in the City of Redlands- 2007-2017

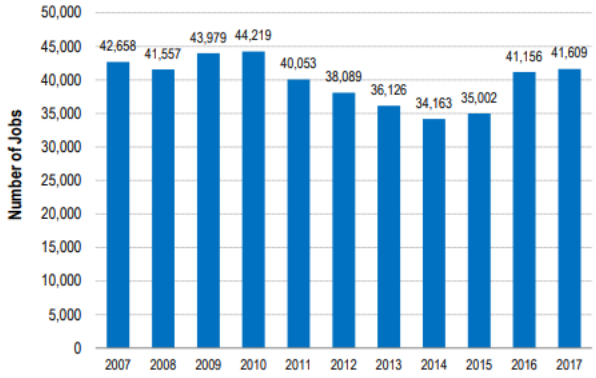
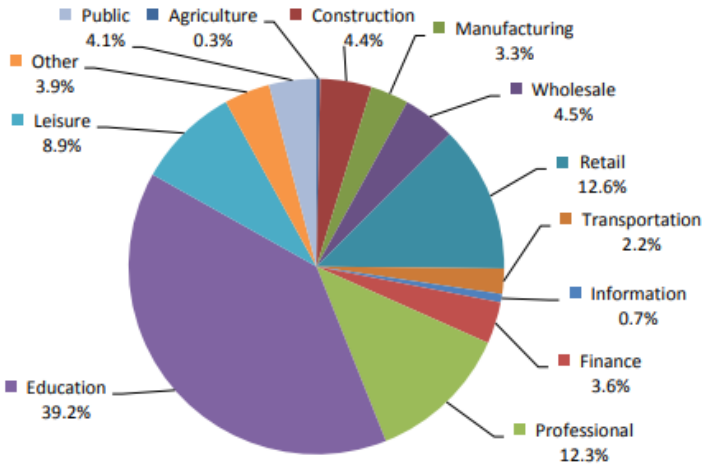


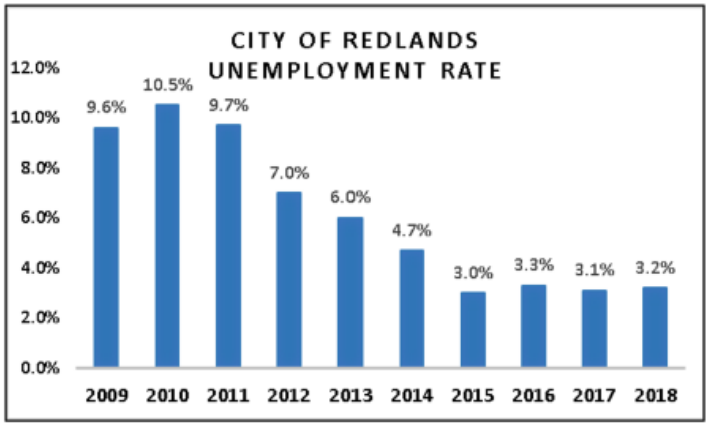
Figure 3.7- Total Number of Jobs in the City of Redlands- 2007-2017



As presented in the Comprehensive Annual Financial Report, The City of Redlands' economy is based largely in the service and trade sectors (health care, retail trade, technology, and education) and light manufacturing. Since 2007-2008, the vacancy rate for industrial and manufacturing space has declined significantly as the City expanded its manufacturing and industrial base. This growth has added to the relative stability of the unemployment rate over the years since the 2007-2009 economic recession.

During that time the unemployment rate rose to a high in 2010 of 10.5%, declining in the following years to reach 3.2% by 2018 (**Figure 3.8**).

Figure 3.8- Unemployment Rate, City of Redlands



3.6.1 MAJOR EMPLOYERS IN REDLANDS AND SURROUNDING VICINITY

Major industries with headquarters or divisions located within the City's boundaries (or in close proximity) include computer technology manufacturers, electrical controls, several financial and insurance institutions, and educational institutions. Within the "Donut Hole"- the unincorporated 1,100-acre island of parcels, located in the northwestern portion of the city, a number of large warehouse distribution centers were developed over the past several, alongside a variety of retail establishments. Major employers in the City and the Donut Hole are presented in **Table 3.2**.

Table 3.2- Major Employers

Employer	Number of Employees	
	City	Donut Hole
Environmental Systems Research Institute (ESRI)	2,650	
Redlands Unified School District	2,108	
Redlands Community Hospital	1,600	
Beaver Medical Group	1,022	
Burlington Coat Factory		806
University of Redlands	593	
Amazon Fulfillment Center		500
Citrus Plaza Shopping Center		250-500*
Mountain Grove Shopping Center		250-500*
City of Redlands	467	
Target		400
Loma Linda University	374	
Caddo Hardware		280
Amazon Fulfillment Center	250	
Walmart	230	
Kohls		225
Garner Holt Productions, Inc.	100-200*	
JCPenney		150
Redlands Christian Schools	100-150*	
Becton Dickson Distribution		100

*- Denotes an estimate of the number of employees

3.7 LAND USE

Land Use in the City of Redlands is guided by the General Plan, Zoning Laws, and Municipal Building Codes. The Land Use element of the General Plan supports opportunities to create a cohesive and attractive image for each district and neighborhood. The City of Redland's Land Use Plan includes three related parts: 1) description of allowed land uses; 2) overlay districts; and 3) the location of allowed land use. **Table 3.3** provides a summary of the permitted Land Uses and the maximum density.

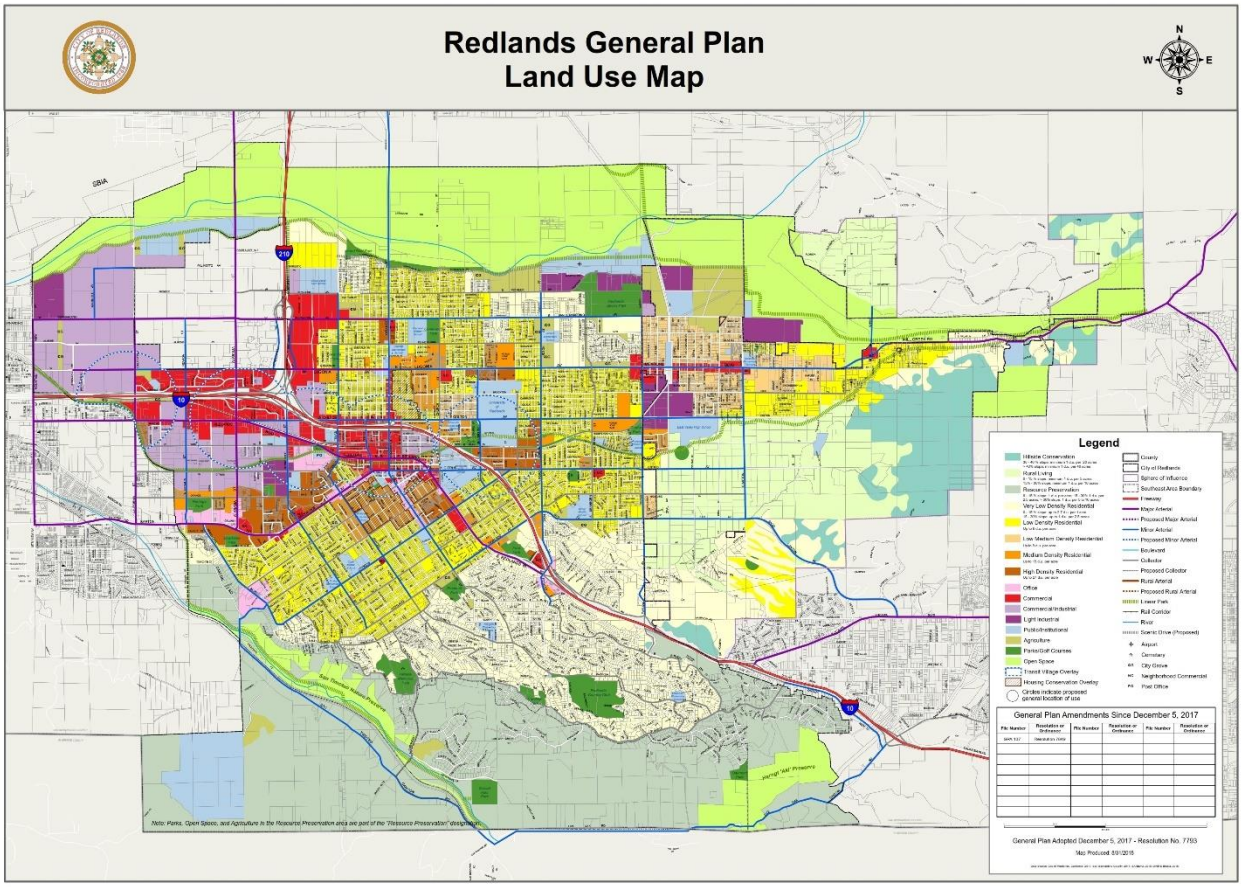
Table 3.3- Land Use Categories

Land Use	Maximum Density
Residential	
Rural Living	*0.2 dwelling unit/gross acre*
Very Low	*2.7 dwelling unit/gross acre*
Low	*6.0 dwelling unit/gross acre*
Low Medium	*8.0 dwelling unit/gross acre*
Medium	*15 dwelling units/gross acre*
High	*27.0 dwelling units/gross acre*
Office, Commercial, Industrial	
Office	
General	*.40 Floor to Area Ratio*
Downtown Redlands	*2.0 Floor to Area Ratio*
East Valley Corridor	*.90 Floor to Area Ratio*
Commercial	
General	*.30 Floor to Area Ratio*
Downtown Redlands	*2.0 Floor to Area Ratio*
East Valley Corridor	*.60 Floor to Area Ratio*
Industrial	
General	*.45 Floor to Area Ratio*
Downtown Redlands	
East Valley Corridor	*1.20 Floor to Area Ratio*
Agriculture and Hillsides	
Agriculture	*Single family residence; based on zoning*
Hillside Conservation	*1 dwelling unit/20 & 40 acres depending on slope*
Resource Preservation	
Public and Open Space	
Public/Institutional	*Between 1 dwelling unit/1 & 10 acres depending on slope*
Parks/Golf Course	
Open Space	
Planned Development (PD)	*Various*

3.7.1 POTENTIAL LAND USE

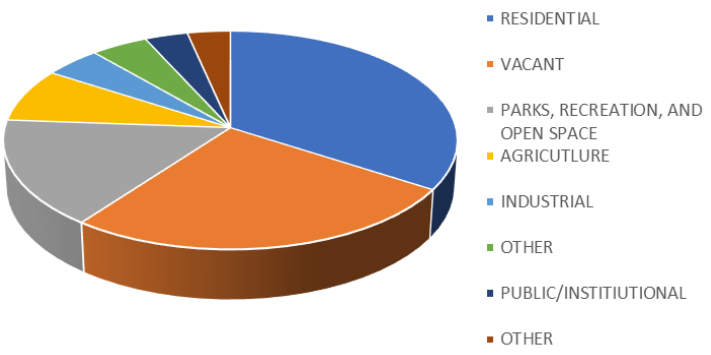
The Land Use in the City of Redlands consists of the following categories: Agriculture; Commercial; Industrial; Office; Residential; Public/Institutional; Vacant; Parks; Open Space, and Recreational; and other (airport, utilities, parking lots, and water). As presented in the City of Redlands General Plan, the proposed distribution of the land uses within the City limits can be seen in **Figure 3.9**.

Figure 3.9. General Plan Land Use Map



According to the City of Redlands General Plan, the breakdown of Land Use in the Planning Area (**Figure 3.10**) includes: Residential (30%); Vacant (23%); Parks, Recreation, and Open Space (14%); Agriculture (7%); Industrial (4%); Other (4%), Public/Institutional (3%); and Commercial (3%).

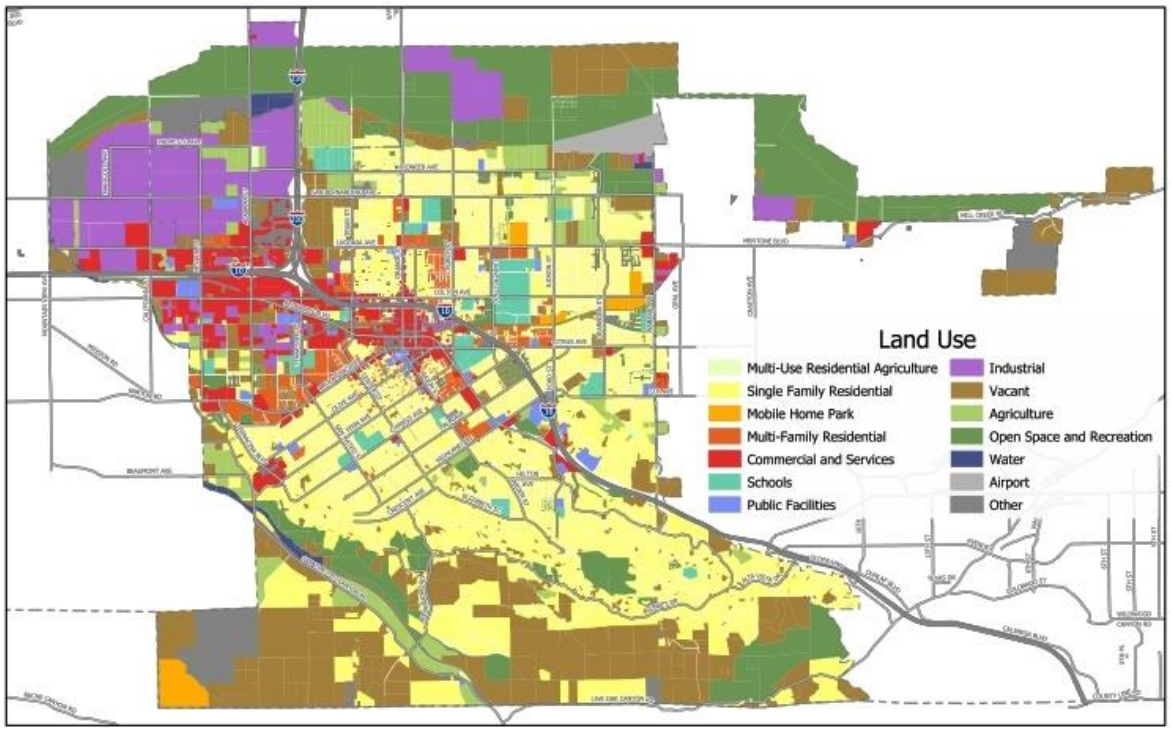
Figure 3.10- Land Use Distribution



3.7.2 EXISTING LAND USE

While the General Plan Land Use illustrates potential buildout of the City, **Figure3.11** depicts the current, existing Land Use within the city.

Figure 3.11- Existing Land Use Map



The LHMP, also leveraged information from the FEMA-sponsored San Bernardino County Essential Facilities Risk Assessment (*SBEFRA*) project. The *SBEFRA* project improved Hazus model default data to better reflect what was currently "on-the-ground" and use it for flood and earthquake loss estimation analysis (damage) and exposure assessment for wildfire. **Table 3.6** presents the "*improved*" Hazus data for City of Redlands.

Table 3.6- Improved Hazus Default Data- City of Redlands

Building Stock	Building Count	Building Replacement Value ($1,000)	Contents Replacement Value ($1,000)	Building Sq. Ft. (1,000 Sq. Ft.)
Residential	19,661	$4,586,535	$2,293,253	39,193
Commercial	790	$2,000,690	$2,077,158	20,969
Industrial	116	$154,116	$231,174	2,020
Other	524	$449,264	$219,703	2,817
TOTAL	**21,091**	**$7,190,605**	**$4,821,288**	**64,998**
Concrete	223	$572,025		
Mfg Housing	1,039	$47,818		
Precast Concrete	99	$388,399		
Reinforced Masonry	398	$617,472		
Steel	142	$264,195		
URM	59	$73,705		
Wood Frame (Other)	990	$1,406,583		
Wood Frame (SFR)	18,141	$3,820,407		
TOTAL	**21,091**	**$7,190,605**		

3.7.3 DEVELOPMENT TRENDS

Limited incremental growth has occurred within the City of Redlands since the adopted 2015 LHMP. All development occurring over the past few years was constructed in accordance with all local land use, building codes, zoning, and environmental requirements, and applicable State and Federal regulations. Because of the limited growth and rigorous project review over the past five (5) years, there have been no changes to the community's vulnerability.

Because much of the City of Redlands has already been developed, no significant growth is anticipated over the next five (5) years. Projected development is expected to be for small infill and redevelopment projects, not of any significant scale. Many of these sites are concentrated in the East Valley Corridor and Transit Village areas. The City has prepared Specific Plan for both of these areas to ensure measured and safe development.

According to the 2035 General Plan, the projected population at buildout in the City of Redlands is 79,013 persons, with an additional 14,611 persons in the Sphere of Influence (SOI) outside the city's current boundaries. Buildout projections in the 2035 General Plan only factor in the potential maximums based on Land Use and Zoning designations; it does not consider other factors that may limit growth (e.g., downturn in the economy, building material shortages, etc.). At full build-out by year 2035, the General Plan suggests that there may be the following additional types of development: 4,703 new residential structures (2,676 in the City and 2,027 in the SOI); up to 3,135,379 square feet of additional commercial development; up to 300,704 square feet of additional office development, up to 2,943,653 square feet of commercial/industrial development; up to 1,599,503 square feet of additional industrial development; and up to 115,815 square feet of additional public/institutional development. The new 2035 General Plan generally encourages new development to occur on infill lots in core areas of the city (e.g., the Transit

Villages Concept), thereby trying to avoid unrestrained expansion or sprawl around the city's periphery (such as new residential subdivisions in hillside, open space, and high fire hazard areas).

Whether the projections are realized or not, all future development proposed for the City of Redlands will continue to be reviewed to ensure compliance with all relevant land use and zoning regulations, building codes and fire codes, and environmental and engineering standards. Additionally, the LHMP will be referenced during the review of proposed development projects to assess exposure (or risk) to community hazards. The LHMP will also serve as a reference for any suggested mitigation measures to reduce and/or eliminate risk from those hazards.

3.8 KEY ASSETS

A subset of the general building stock are key buildings the City will rely on when responding to and recovering from disaster events. Because of the role and importance of these facilities, the City needs to ensure the facilities are maintained and will be functional during and after disasters. Also, part of these key assets are systems and equipment used to perform certain functions and/or operations. The list of key assets includes, but are not limited to: Police Stations, Fire Stations, City Hall, Water facilities, Hospitals/Medical facilities, airports, Community Centers, Corporate Maintenance Yards, Library and, Schools. A list of Key Assets can be found in **Appendix 5**.

4 CAPABILITY ASSESSMENT

The purpose of this section is to capture the different resources available to the City of Redlands in support of mitigation. In an effort to efficiently demonstrate these resources, the section has been organized by: Personnel Resource; Mitigation Governance Resources; Technical Resources; and, Fiscal Resources.

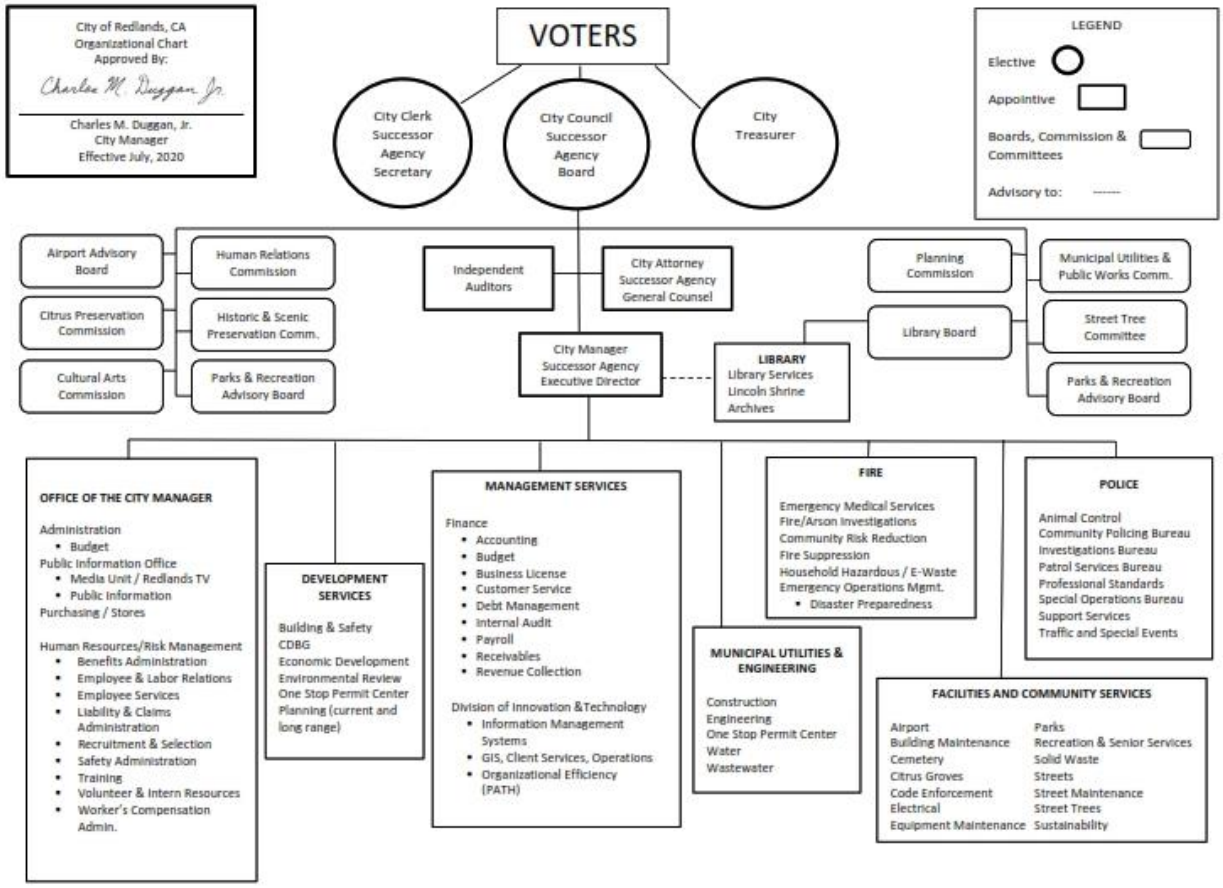
4.1 PERSONNEL RESOURCES

This sub section demonstrates the City of Redlands capability to dedicate and/or assign, long-term or short-term, workforce to mitigation efforts. There are four (4) primary ways the City of Redlands can provide personnel resources: directly from the City of Redlands government workforce; through Contracts, through Volunteer organizations; through Mutual Aid; and, through Partnerships.

4.1.1 GOVERNMENT

The City of Redlands is a full service, general law city. The major services provided include: Police, Fire, Water, Wastewater, Solid Waste, Engineering, Public Works and Community Development. The City is governed by a five-member City Council, who also chair several Boards, Committees, and Commissions. The City Council is support by the City Clerk's Office, the City Treasurer, and the City Manager. The City Manager oversees the Office of the City Manager staff, Development Services, Management Services, Municipal Utilities & Engineering, Fire, Facilities and Community Services, and Police. The organization structure of the City of Redlands is depicted in **Figure 4.1**.

Figure 4.1- City of Redlands Organizational Structure



While each City department plays a role with regard to emergency Preparedness and Response, not all have a role in Mitigation. The City of Redlands has an established Emergency Management Division under the Fire Department. Below is a summary of the City departments and their role:

- **Office of the City Manager**- The Office of the City Manager oversees the city departments and administers the day-to-day operations of the city. The Office of The City Manager is responsible for maintaining and updating the City's Administrative Policies and Procedures (CAPP) Manual. The policies and procedures contained within CAPP Manual reflect not only the City's values as an employer, but also convey the standards that the City has for its employee. The Office of Human Resources and Risk Management, Public Information Office, and Purchasing are also part of the Office of the City Manager.
  - *Office of Human Resources and Risk Management*- The Office Human Resources and Risk Management supports the over 500 full and part-time employees to provide the highest quality of service to the local community. The Risk Management Division maintains a set of operating principles that serve as the foundation for how we interact with residents, colleagues, employees and other stakeholders.
  - *Public Information Office*- The Public Information Officer (PIO) is responsible for the regular dissemination of public information about the City of Redlands to the media. The PIO hosts press conferences, writes press releases and articles for publication in magazines and newsletters and helps coordinate public events. The Public Information Officer also oversees

the City's Government Access cable TV channels 3 (Spectrum customers) and 35 (Verizon customers). The Public Information Office includes the Redlands TV video unit, which produces original programming regarding municipal services for Redlands TV

- *Purchasing*- City of Redlands Purchasing Division serves as the central acquisition point for equipment and services. The Central Warehouse provides all types of commodities to all City departments. The Division is the sole authority for the purchase of supplies, services or equipment. This division also handles items declared as surplus for redistribution, sale or disposal per the City Municipal Code.

- **Development Services**- The Development Services Department provides quality service to customers through professionalism, integrity and the efficient use of resources. The Department endeavors to enhance and protect the urban and natural environment of the city helping to ensure that Redlands remains an ideal place to live and work. Functional divisions include: Building and Safety; Economic Development; and, Planning.
  - *Building & Safety*- conducts building inspections, plan review and permit processing
  - *Economic Development*- business attraction and retention, workforce development and tourism promotion
  - *Planning*- land development, application review, general plan, specific plan, long-range planning and historic preservation) as well as the administration of the Community Development Block Grant (CDBG) Program
- **Management Services**- The Management Services/Finance Department is comprised of the divisions of Finance, Revenue, Utility Billing Customer Service, Geographic Information Systems (GIS) and Innovation & Technology
  - *Finance Division- performs the functions of administration, accounting and budgeting, payroll, accounts payable and accounts receivable. Other responsibilities of the division include administration of all City related debts/bonds, preparation of regular financial analysis, responsibility for the annual budget process and spending oversight, performance of periodic internal audits of City operations, as well as coordination of the City's annual audit and preparation of all related reports as required by law.*
  - *Revenue- responsible for the collection of all fees, taxes and penalties owed to the city, safekeeping of the funds invested, and deposited in various financial institutions.*
  - *Utility Billing Customer Service- provides accurate and timely billing for water, wastewater, solid waste, street cleaning and household hazardous waste services. In addition to providing billing services, the Customer Service Division is a cross-functional team that provides assistance to customers for information on their utility bill.*
  - *Innovation & Technology*- includes both the Information Technology (IT) and Geographic Information Systems (GIS)
- **Municipal Utilities & Engineering**- is organized into several divisions which include capital improvement engineering services, land development engineering, water and wastewater operations and maintenance and utility administration. Municipal Utilities & Engineering (MUED) plans, designs and constructs Redlands' physical infrastructure for the residents and businesses in the City, making it a desirable place to live, work, and visit. MUED is responsible for delivering the following services to the City's residents and businesses:
  - *Utility Operations: water production and distribution; non-potable water distribution; and wastewater collection, treatment, and disposal*
  - *Engineering review and inspection of development proposals for compliance with State and City codes, standards, and other governmental requirements relating to land subdivisions, grading, drainage, and improvements within the City right-of-way*

- *Management, rehabilitation, and replacement of infrastructure such as water mains, sewer mains, storm drains, streets, and traffic signals to provide reliable service to the community*
- *Development and construction of new public facilities to protect and enhance Redlands' livability*
- *Floodplain Management- administrators of the National Flood Insurance Program (NFIP)*

- **Fire**- mission is to provide a safe, professional and courteous team that strives to exceed the expectations of the community and our organization. This mission requires our members to be part of a capable, aggressive, all-risk fire department that is focused on "Preserving the Past and Protecting the Future" of those we serve. The Fire Suppression & Operations Division of the Fire Department is responsible for putting out fires, emergency rescues and medical emergency response.
  - *Hazardous Materials Response Team*- consists of eighteen (18) active members, with ten (10) members trained to the "Specialist" Level, and eight (8) members trained to the "Technician" Level. All trained personnel are also members of the San Bernardino County Inter-Agency Hazardous Materials Response Team, and respond countywide, through a countywide mutual aid agreement. Personnel maintain their skills by attending monthly training sessions. Redlands is covered by the LEPC for California Region VI (CA05), located in Hemet. The City is a member of a Countywide Hazardous Materials Response Team. As a part of this, all City of Redlands Fire Department field employees are trained in Hazardous Materials First Responder Certifications. The Countywide team would provide a response if the level of hazard were above the certified level of City Staff. From there, the County Hazardous Materials response team would provide for the evacuation, mitigation and facilitation of cleanup efforts in the event of an accidental release of hazardous materials.
  - *Community Risk Reduction*- Operating under the direction of the Fire Chief, and guided by the California Fire Code (CFC), the goal of the Fire Prevention Division is to safeguard the community from fire through programs ensuring adherence to fire regulations, public education, and mitigation.
  - *Emergency Management*- Emergency Management coordinates all activities related to disaster planning, response, recovery and mitigation (Ord. 2639 § 1, 2006: Ord. 2485 § 3, 2002). The Emergency Management's focus under mitigation is identifying, analyzing potential hazards, and recommending appropriate countermeasures.
- **Facilities and Community Services**- ensures residents, businesses and visitors enjoy City services and facilities including parks, recreation and senior services, trees, City-owned groves, solid waste removal and recycling, code enforcement, the maintenance of street lights, traffic signals and streets as well as oversight of the Downtown area, Redlands Municipal Airport and Hillside Memorial Park Cemetery. All services and support are coordinated under comprehensive Green Initiatives.
  - Citrus Division- The City's citrus operation operates as an enterprise fund. The revenue received from the harvesting of the crops is used to continue the care of maintenance of the groves. The City of Redlands owns 21 citrus groves throughout the city totaling 184 acres. They include Valencia Oranges, Navel Oranges, Ruby Star Grapefruit, and Rio Grapefruit
  - *Code Enforcement*- The Code Enforcement Division is dedicated to enhancing the quality of life for the residents of Redlands by enforcing local Building, Zoning and Public Nuisance Ordinances. This Division is responsible for enforcing codes which address public health and safety issues, including regulations related to rubbish, garbage, specific nuisances, removal of vegetation, zoning, housing, dangerous buildings, and inoperable and unlicensed vehicles on

private property. Enforcement actions are taken in response to requests for action received from residents.

- *Solid Waste & Recycling Services*- currently services over 20,000 customers for solid waste, green waste, food waste, and recycling services. The Solid Waste Division is seeking new technologies and services which will not only preserve our environment, but provide more efficient and economical collection, recycling, and disposal of waste materials, while meeting all health, safety, and regulatory requirements. In addition to this service, the Division also provides roll-off services for the entire City of Redlands.
- *Streets & Lights Division*- provides general maintenance and repair of 314 miles of street, 90 miles of storm drains, 72 City-owned traffic signals, approximately 5,000 City-owned street lights and routine street sweeping services on public roadways within the City
- *Street Trees*- maintains approximately 53,875 tree sites located within the City's right-of-way. The Trees Division, in partnership with the Redlands Street Tree Committee, is dedicated to the continued enhancement, maintenance, and care of this living asset.
- *Building Maintenance Division*- performs both routine maintenance and emergency service for all City-owned facilities. The Division consists of three (3) full-time and one (1) part time positions and provides a wide range of building maintenance functions maintenance services to approximately 385,000 square feet of City facilities. The Division also administers contracts for various vendors to provide ongoing and/or specialized maintenance services.

- **Police**- dedicated to bolstering the public's trust through accountability to high standards of performance, ethics, transparency, and professional conduct. Strives to serve the community in a fair and just manner.
  - *Community Services Bureau*- reaches out to the residential and business communities to establish and maintain cooperative relationships that keep the City of Redlands a safe and enjoyable community
  - *Traffic Safety Unit*- focuses on Traffic Education, Moving Violations, and Parking Citations. The Patrol Services Bureau is comprised of Patrol, Custody, and the Field Training and Evaluation Program
  - *Special Services Bureau*- is comprised of the following specialized units: Investigations Unit, Multiple Enforcement Team (MET), Street Enforcement Team (SET), Crisis Negotiations Team, K-9 Unit, and the Special Weapons and Tactics (SWAT) Team
  - *Support Services Bureau*- offers a wide variety of services that provide a vital link between the community and public safety personnel within the Police Department and other law enforcement agencies

4.1.2 CONTRACTORS

The City of Redlands is able to hire contract employee. A contract employee is an individual retained by the City for a predetermined time and price. Benefits of hiring contract employees include:

- Ability to hire workers for short-term projects, on an as-needed basis
- Ability to hire highly skilled individuals for which there is no one in-house qualifications
  - *usually little to no downtime as noticed with onboarding new staff*
- Lower overhead operating costs
  - *do not need to pay taxes (social security, workers compensation) or provide benefits (unemployment, health, sick leave, vacation time, retirement or profit sharing)*
  - *usually do not need to provide office space or equipment*

Disadvantages of hiring contract employees include:

- May work for several employers simultaneously and may not be available when needed
- Integrating with City staff can be difficult because of remote working and unfamiliar with city organization and resources

4.1.3 VOLUNTEERS

The City of Redlands has the ability to leverage volunteer workers. A volunteer worker generally means anyone who agrees to work for free, California labor laws narrow in on a more specific definition of a volunteer. According to California Labor Code Section 1720.4, which defines volunteering in California labor law, an individual must perform services freely and without coercion for a civic, humanitarian or charitable purpose to be considered a volunteer. To legally volunteer, an individual must offer her services to a public agency or nonprofit organization. Businesses may not legally utilize volunteers.

California labor law permits the extension workers' compensation to volunteers during their time in service. Workers' compensation is a type of insurance that covers employees in the event of industrial accidents or occupational injury. Often, public agencies will grant volunteers insurance protection under workers' compensation to help encourage volunteering and avoid the potential for lawsuits. In order to be deemed an employee for workers' compensation, the organization -- whether public or private -- usually must declare a volunteer as such prior to an injury incident. Under the law, this declaration should be in writing through a resolution of the governing body of the organization or agency, such as its board of directors.

Unpaid internships are another volunteer opportunity the City can leverage, however, some criteria must be meet. California Labor Relations Department has provided some clarification regarding unpaid internships. Unpaid internships are a type of volunteering that is intended to provide educational opportunities -- and in some cases, school credit -- for volunteers. As of April 2010, the California Labor Relations Department applies six criteria based on federal law when determining the legality of an unpaid internship: 1) the experience must resemble those of vocational schools, 2) the experience is primarily for the benefit of the intern, 3) the intern does not displace a regular employee, 4) the intern's services provide no immediate advantage to the employer, 5) the intern is not entitled to a job at the end of his internship, and 6) both the employer and intern have a mutual understanding that no compensation is expected for the internship.

4.1.4 MUTUAL AID

The City of Redlands has several mutual aid agreements; most focused on emergency management. An emergency management mutual aid agreement defines and formalizes the arrangement to lend assistance across jurisdictional boundaries in situations that exhausted internal resources or there is a need for increased capabilities. Some of the City of Redlands mutual aid agreements are with the state of California. This enables the state to either request or fulfill requests for mutual aid from one region to another; enabling locals to maintain readiness in their region.

4.1.5 PARTNERSHIPS

The City of Redlands has the ability to enter into partnerships with surrounding cities and counties, and outside agencies, special districts, and companies. Partnerships are an arrangement where parties agree to cooperate to advance their mutual interests. In most cases partnerships are done through a

Memorandum of Understanding (MOU) outlining the scope of work, the mission, and roles and responsibilities.

4.2 MITIGATION GOVERNANCE RESOURCES

There are a variety of governance directly related to or influence mitigation efforts. This governance generally falls under: 1) Laws, Regulations, Codes, and Ordinances; 2) Plans, Studies, and Reports; and, 3) Programs. While the intent is to capture City-level information, there are some state-level and/or county-level information that has direct implications on the City. As can be expected, the City has greater ability revise, adjust, add, and remove governance to better reflect needs on governance it sponsors. The City regularly assess and evaluates the effectiveness of its governance and incorporates changes to help meet the intended goal. The City does provide input and comments on governance sponsored by other organizations but because the intended audience of the governance is usually greater than the City, it is not always incorporated. To ensure there is a comprehensive list of governance, relevant state-level and/or county-level information is also captured.

4.2.1 LAWS, REGULATIONS, CODES, AND ORDINANCES

Title: Senate Bill (SB) 379
Sponsor: State of California, Senate
Description: In 2017, the California State Senate approved Senate Bill (SB) 379 which requires the General Plan's Safety Element to address climate adaptation and resilience strategies. This must be done after the next revision to the Local Hazard Mitigation Plan (LHMP) or by January 2022 if the city/county does not have a LHMP. If the jurisdiction has an approved and adopted LHMP it can be summarized and incorporated by reference into the Safety Element.

Title: Assembly Bill (SB) 477
Sponsor: State of California, Assembly
Description: In 2019, the California State Assembly approved Assembly Bill (AB) 477. AB 477 requires local jurisdictions (cities/counties) to include representatives from the access and functional needs population in the next update of the Emergency Plan. The primary focus areas include, but are not limited to: emergency communications, emergency evacuations, and emergency sheltering.

Title: Assemble Bill (AB) 2140
Sponsor: State of California, Assembly
Description: In 2006, the California State Assembly approved Assembly Bill (AB) 2140. AB 2140 enables the state of California to provide greater than 75% of the eligible state share if a local jurisdiction (city/county) has an approved and adopted LHMP as part of the General Plan's Safety Element.

Title: California Building Codes
Sponsor: State of California
Description: The City abides by and is governed by California 2010 Building Codes adopted in February 2014, including sections on electric, plumbing, mechanical, green, and residential requirements, standards and regulations.

Title: San Bernardino County Building Codes
Sponsor: San Bernardino County
Description: An amendment to Title 6 of the County of San Bernardino Building Code to adopt by reference the 2010 Editions of the California Building Standards Codes became effective on January 2011.

Title: California Zoning Ordinance
Sponsor: State of California
Description: The City has adopted a Zoning Ordinances as part of the General Plan process. These ordinances regulate land use and map the official land use and hazard overlay districts, to include safety hazard and environmental protection areas.

Title: Model Water Efficient Landscape Ordinance
Sponsor: State of California
Description: Over the years, the State of California has been promoting water conservation for all new development within the State. In a drought-prone California, where approximately 60 percent of all residential water is used in landscape applications, California lawmakers have adopted such legislation as Assembly Bill (AB) 325 (1990), AB 2717 (2004), and AB 1881 (2006) that outline, and in some instances mandate, the practice of water conservation in landscape applications. As part of AB 325, the Department of Water Resources (DWR) prepare and promote the State's first Model Water Efficient Landscape Ordinance (MWELO). In 2006, State lawmakers adopted AB 1881, which gave guidelines and timelines for revision of the State's MWELO and mandated that every city, county, or other agency within the State of California adopt the State's revised MWELO, or be in compliance with it through their own ordinance, by January 2010. San Bernardino County has adopted and revise Development Code Chapter 83.10 which sets forth landscaping and irrigation standards within the unincorporated areas of the County.

Title: Emergency Planning and Community Right-to-Know Act
Sponsor: State of California
Description: The Emergency Planning and Community Right-to-Know Act (EPCRA) was created to help communities plan for emergencies involving hazardous substances. EPCRA has four (4) major provisions: one (1) deals with emergency planning and three (3) deal with chemical reporting. EPCRA local emergency planning requirements (Sections 301 to 303) stipulate that every community in the United States must be part of a comprehensive emergency response plan. Facilities are required to participate in the planning process. State Emergency Response Commissions (SERCs) oversee the implementation of EPCRA requirements in each state.

Title: Hazard Mitigation Plan Ordinance
Sponsor: City of Redlands
Description: The City of Redlands has adopted Ordinances 2639 and 2485 that require the Emergency Management to be responsible for the development and update of the City of Redlands Emergency Multi-hazard Functional Plan and Hazard Mitigation Plan. Emergency Multi-hazard Functional Plan shall provide for the effective mobilization of all of the resources of the City, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency. Both plans shall take effect upon adoption by resolution of the city council. (Ord. 2639 § 3, 2006: Ord. 2485 § 4 [5], 2002). The City of Redlands Title 2 – Administration and Personnel Chapter 2.52.150 – Emergency Organization Ordinance 2639).

4.2.2 PLANS, REPORTS, STUDIES

Title: General Plan and Environmental Impact Report
Sponsor: City of Redlands
Description: All cities and counties in California are required to adopt a General Plan that lays out major policy goals. The General Plan includes elements, which are sections that address a variety of important topics. The element most closely related to Mitigation is the Safety and Hazardous Waste Element, which focuses on natural, technological, and other human caused hazards. The aim of the Safety and Hazardous Waste Element is to reduce the potential risk of death, injury, property damage, and economic and social

dislocation resulting from fires, floods, earthquakes, landslides, and other hazards. The Safety and Hazardous Waste Element identifies all significant hazards and risks in a community and defines policies to mitigate and respond to those risks. In addition to ensuring that the General Plan incorporates information from the LHMP in to the Safety Element, the General Plan is also reviewed while producing the LHMP to ensure goals, objectives, and mitigation actions are compatible and in sync with each other.

Title: Emergency Operations Plan
Sponsor: City of Redlands
Description: all-hazard plan describing how the City will organize and respond to incidents. It is based on and is compatible with the laws, regulations, plans, and policies listed above. The Emergency Operations Plan (EOP) also addresses the integration and coordination of resources and activities with other Governmental Agencies, Special Districts, and private-sector partners.

Title: Transit Villages Specific Plan (Draft)
Sponsor: City of Redlands
Description: This Specific Plan provides a "*road map*" for the growth and change for the plan area until the year 2040. It is comprised of unique and customized standards that enable the City to shape or reshape its streets and public spaces and property owners to develop or redevelop their properties according to the vision of the Specific Plan. The Specific Plan area is generally bound to the west by Kansas Street, Redlands Boulevard, Alabama Street, and Tennessee Street; to the north by the I-10 Freeway, Colton Avenue, and Sylvan Boulevard; to the east by Judson Street; and the south by Citrus Avenue, Central Avenue, Redlands Boulevard, Olive Avenue, Brookside Avenues, Ash Street, Pine Avenue, Tennessee Street, and State Street.

Title: Drainage Master Plan
Sponsor: City of Redlands
Description: The Master Plan of Storm Drainage covers the City and adjacent areas that are tributary to the major regional flood control facilities that traverse through the City. The City of Redlands has a long history of flooding during moderate to severe storm events. One of the main causes for flooding is the lack of conveyance capacity in the historical channel of Mission Zanja (Zanja). The Zanja, formerly known as the Mill Creek Zanja, is a surface channel that flows from the Crafton Hills area, west to 9th Street, near downtown Redlands, where it transitions into a box culvert. The Zanja was built by the natives in 1819 as a water-supply, irrigation ditch, pulling flows from Mill Creek. Due to extensive flooding and development, the diversion of flow from Mill Creek was blocked. Nonetheless, the Zanja was never improved to convey local storm flows and the drainage area tributary to the 9th Street storm drain still produces flows that far exceed the capacity of the box culvert, causing extensive flooding through the downtown area.

Title: Strategic Plan: 2014-2017
Sponsor: City of Redlands
Description: Utilizing the City Council's five (5) priority focus areas of Fiscal Accountability, Economic Development, Infrastructure, Land Resource Management, Safety and Community Services, the Strategic Plan highlights activities and accomplishments that City staff will complete in the coming three years.

Title: Existing Conditions Report
Sponsor: City of Redlands
Description: Part of the General Plan. Used to provide background information and technical analysis to inform the planning process. The report describes Redlands' planning context and delves into the topics of land use and development; growth management; demographics and economics; community design; transportation and circulation; parks, recreation, and open space; historic resources; biological resources; hazards; public utilities and services; and noise.

Title: Downtown Specific Plan
Sponsor: City of Redlands
Description: The plan's primary goal is to support the economic vitality of Downtown Redlands, and it seeks to facilitate the development of financial, technical, professional and research-development offices and services Downtown, supported by retail, restaurants, entertainment, and cultural activities. Downtown Specific Plan covers a larger area, including residential and civic areas in south Downtown. The plan also has a new emphasis on mixed-use and transit-oriented development, including guidelines to ensure compatibility with historic buildings. The plan identifies districts and corridors, and provides direction for vehicle and pedestrian circulation, and pedestrian-oriented street design.

Title: East Valley Corridor Specific Plan
Sponsor: City of Redlands
Description: aims to strengthen the local economy, attract major businesses, and result in the orderly and aesthetic development of industrial, commercial, and residential areas in the East Valley Corridor Specific Plan (EVCSP) plan area. The EVCSP plan area is composed of 4,350 acres adjacent to I-10 and I-210, and includes portions of the City of Redlands and the City of Loma Linda, as well as unincorporated area under jurisdiction of San Bernardino County (the "Donut Hole") surrounded by the City of Redlands.

Title: Community Sustainability Plan
Sponsor: City of Redlands
Description: a conceptual framework for sustainability policy related to water conservation, green buildings, waste reduction, climate friendly purchasing, renewable energy, carbon emissions, land use.

Title: Economic Development Action Plan
Sponsor: City of Redlands
Description: identifies strategies to attract businesses to Redlands, retain and expand existing businesses, develop a skilled workforce, and market Redlands to visitors.

Title: Redlands Municipal Airport Master Plan
Sponsor: City of Redlands
Description: Plan in order to preserve investment in the airport, reflect community needs, attract airport tenants and users, preserve the environment, strengthen the economy, and ensure safety.

Title: Climate Action Plan
Sponsor: City of Redlands
Description: demonstrate how the City will comply with State of California's Green House Gas (GHG) emission reduction standards. As a Qualified GHG Reduction Strategy, the CAP will also enable streamlined environmental review of future development projects, in accordance with the California Environmental Quality Act (CEQA)

Title: San Bernardino County Desert Area Groundwater Inventory and Atlas
Sponsor: San Bernardino County Fire Department OES
Description: The San Bernardino County Desert Area Groundwater Inventory (DGI) and Atlas includes a database providing locational and water depth information for specific regions of the County that currently do not have a groundwater inventory. This DGI and Atlas provides information applicable for flood mitigation or ground water availability for usage during severe drought. The location and water depth in the inventory are important for an earthquake hazard analysis, if liquefaction potential exists. California Department of Water Resources will give priority to local agencies with adopted groundwater management plans (SB1938 compliant), and which demonstrate collaboration with other local agencies in managing groundwater basins. County's groundwater management ordinance satisfies this requirement.

Title: Drainage Studies
Sponsor: San Bernardino County Public Works-Solid Waste Management Division
Description: Drainage studies including review of upstream properties, site drainage area, potential upstream development, and site-specific development will help to mitigate damage from future storm events. San Bernardino County owns landfill sites, transfer stations and closed disposal sites where combined site property totals several hundred acres. Landfills and disposal site properties include acreage that has been constructed to design grades and may include improved drainage systems. Also, within most landfill and disposal site properties there are many acres of property that remain in its natural state including native vegetation and natural grades. During severe weather events both engineered areas and undisturbed areas are subject to erosion from storm run-off. The erosion can range from minor to severe depending on the storm event and amount of precipitation. Most sites where engineered drainage systems are in place hold up well experiencing only minor erosion and debris flow. However, during major storm events, runoff from native and unimproved areas carrying solids and debris flow may compromise downstream drainage systems and overwhelm system facilities.

Title: Mass Care and Shelter Plan Concept of Operations
Sponsor: San Bernardino County Fire Department OES/ American Red Cross
Description: Outlines the framework of a new one-stop shelter concept, Shelter Operations Compound (SHOC). It combines a shelter, a Local Assistance Center (LAC) and a Non- LAC Unit in one easy location. Residents can access public information and referral services through the LAC, and then take a short walk to the Non-LAC Unit for communication, postal services, and other private organizations/business at little to no cost. The ConOps also helped to sync local resources, encourage local self-sufficiency, foster partnership between public and private agencies, and serve as a reference document for the region.

Title: Water Conservation Plan
Sponsor: City of Redlands
Description: Chapter 13.06 of the Redlands Municipal Code (RMC), provides guidance on how to reduce the nonessential use of water to conserve city water supplies, thereby minimizing the effect of a shortage of water supplies on city users. The water conservation plan here established is to: 1) protect the health, safety, and welfare of the citizens and property owners of the city; 2) assure the maximum beneficial use of city water supplies; and, 3) attempt to provide sufficient water supplies to meet the basic needs of human consumption, sanitation and fire protection.

4.2.3 PROGRAMS

The City of Redlands currently has the following mitigation programs to address the top hazards which are Flood, Wildfire, Earthquakes, Drought and Hazardous Material. It should be noted that some of these programs were listed under Mitigation Strategy section under the previous LHMP. However, because they are ongoing programs, they have since been removed from the Mitigation Strategy section and only captured here.

Title: Flood Programs
Sponsor: City of Redlands
Description: The City has implemented the Flood Control, ADA Ramps, Sidewalks, Trees and Parks (FAST) Program to inform the City of Redlands residents of funding needs for critical infrastructure and to solicit residents' input regarding the preparation of a possible ballot measure to provide revenue to meet those needs. Community Outreach is done through CERT, Market night and Safety Fairs. There are also Pamphlets provided to residence on flood insurance, and flood preparedness. Redlands has committed to a variety of mitigation measures that will progressively lower flood insurance premiums for those

residents whose properties are located within the floodplain and require the added level of insurance protection provided through the National Flood Insurance Program (NFIP). The City of Redlands has participated with the NFIP since 10/01/2007 and is a class 9. The City of Redlands sends out notifications to residents upon receipt of FEMA Letter of Map Revisions (LOMR) Letters. Residents that reside in flood prone zones are provided brochures about the NFIP. Public notices are published in the San Bernardino County Sun newspaper, Federal Register and Flood Hazard Mapping website. Our continued compliance include: community outreach, LOMR notifications, Flood Insurance brochure and provide FEMA Mapping tools and provide tools on City of Redlands website.

Title: Wildfire Program
Sponsor: City of Redlands
Description: The City has an on-going Vegetation Management and Weed Abatement Program to manage weeds and brush and provided the defensible space (100-foot clearance) for areas prone to wildfire due to high vegetation area.

Title: Earthquake/Geologic Hazard Program
Sponsor: City of Redlands
Description: Since 1982, the City of Redlands has participated in long term recovery programs for earthquakes, wildfires and floods. This program provides continued stability to sustain and continue infrastructure services.

Title: Drought Program
Sponsor: City of Redlands
Description: The City of Redlands is in the process of updating Ordinance 2151 Water Conservation Plan to address drought. The plan will implement a plan to conserve city water supplies, thereby minimizing the effect of a shortage of water supplies on city users.

Title: Hazardous Materials Program
Sponsor: City of Redlands
Description: The City of Redlands in coordination with the County of San Bernardino is providing an outreach program to limit the negative impacts associated with inappropriate discard of hazardous material into the environment. This outreach program will provide community awareness of how to dispose of the hazardous material. The outreach material will be provided at emergency preparedness fairs and fire safety fairs.

Title: Mass Care and Shelter Trailer/Cache Program
Sponsor: City of Redlands
Description: To increase Mass Care and Shelter capability of the county, grants from 2008-2009 Homeland Security Grant Program (HSGP) and 2009 Riverside Regional Urban Area Security Initiative (UASI) funded the Mass Care and Shelter Trailer/Cache Program. In December 2012, the program will have procured 36 trailers/caches equipped with mass care and shelter supplies, strategically placed throughout the County and ready for rapid deployment. It is expected to serve over 7,200 residents. In addition to enhancing the comfort levels of shelter residents, the program will produce standardized documents and protocols for procuring and maintaining Mass Care and Shelter trailers/caches. The City of Redlands obtained one of the 200 person trailers in December 2013.

Title: Disaster Council
Sponsor: City of Redlands
Description: In October 2013, the City of Redlands re-implemented its Disaster Council. The meetings are Chaired by the Mayor and Co-Chaired by the City Manager. Disaster Council meetings provide for

communication and coordination between the public and private sectors in the City in analyzing and developing plans, projects, policies, and procedures for emergency operations.

Title: Community Emergency Response Team (CERT)
Sponsor: City of Redlands
Description: The City of Redlands recently re-implemented CERT training in October 2013. This three-day course will provide the citizens of Redlands the much-needed training to prepare in an event of emergency or a disaster. Currently, the city has 150 people trained in personal preparedness.

Title: Emergency Communications Group
Sponsor: City of Redlands
Description: This group is responsible for redundant emergency communications and provides supplemental communication assistance to City agencies in the event of a disaster, emergency, or other designated event. The Federal Communications Commission (FCC) in Part 97, Sub-part E of the Commission's Rules provide for the Radio Amateur Civil Emergency Service (RACES). The purpose of RACES is to provide communication support to government during periods of local, regional or national emergency.

4.3 TECHNICAL RESOURCES

4.3.1 PROFICIENCIES AND EXPERTISE

The City of Redlands has many proficiencies and expertise that can be leveraged in support of mitigation efforts. In addition to public safety and fire suppression capabilities, the City has access to staff with skills in Engineering/Construction, Planning, Environmental, Project/Grant Management, Economic Development, Debris Removal, HazMat Response, and Water resources.

4.3.2 TECHNOLOGY

As with many jurisdictions, the City of Redlands has been increasing its technology capabilities. This includes providing secure platforms to store and access information, means of ensuring continuity of government, and general technical support. A significant capability available to support mitigation efforts is the establishment of the Geographic Information Systems (GIS) group. GIS is a computer system for capturing, storing, checking, and displaying data related to positions on Earth's surface. By relating seemingly unrelated data, GIS can help individuals and organizations better understand spatial patterns and relationships. The GIS group is able to analyze and generate reports of critical data (land use, built environment, natural environment), able to demonstrate potential ramifications of actions or events, and generate graphic representation of results.

4.3.3 COMMUNICATIONS

The City of Redlands has several platforms to communicate with staff, surrounding jurisdictions, and the general public. In addition to the standard methods (telephone/cell phones, emails), the City has inoperable communication capabilities (radio communications and satellite communications). In addition to the above, 2-way communications platforms, there are several "push" platforms that can be used. These consist of television, broadcast radio, websites, and social media (Facebook, Twitter, Instagram, Nextdoor).

The City of Redlands Emergency Notification System will communicate emergency and other urgent messages to residents and community members within Redlands. The system uses both text and voice messages to keep residents and community members in Redlands informed in case of emergencies that affect areas in which they live or work. With this information, residents and businesses can make arrangements to help ensure the safety of family members, employees, pets, and property in the event of fires, floods, earthquakes, or other types of disasters. In the event of an emergency, residents and community members will receive a message with the latest information and safety instructions. The system is programmed to know whether or not the message has been delivered to a person, recorded to voicemail, or was not delivered due to a telephone system error. The system will continue to attempt to deliver its message until the message is successfully delivered to a person, or until the message expires. The system utilizes the area's 9-1-1 database, provided by the local telephone company, and thus is able to contact land-line telephones whether listed or unlisted.

4.4 FISCAL RESOURCES

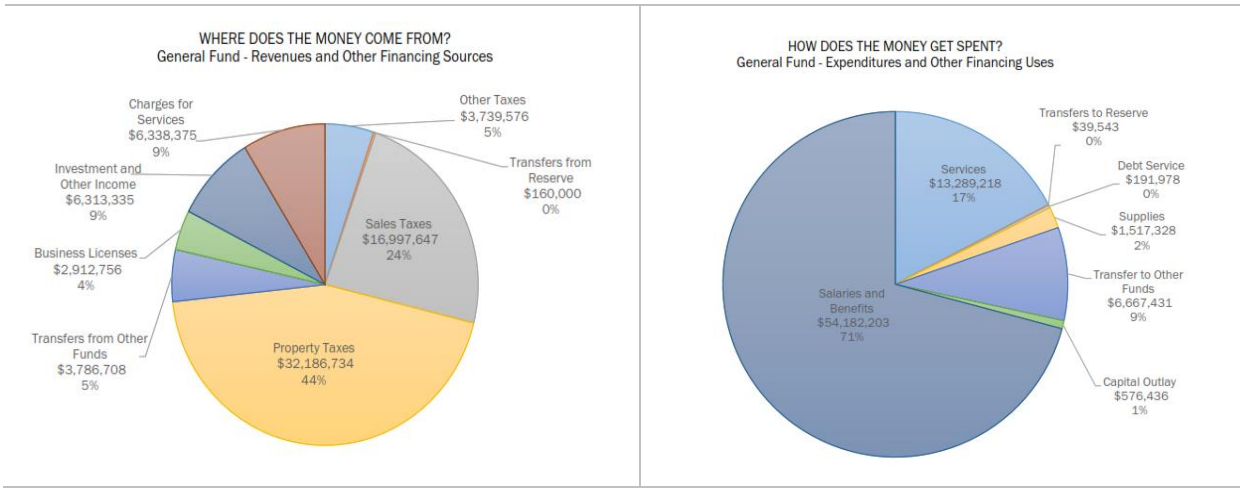
The financial resources of the City of Redlands are allocated to and accounted for in various funds based upon the purposes for which the funds are to be spent and the means by which spending activities are controlled. The varies funds include: Governmental Funds; Proprietary Funds; and, Fiduciary Funds.

- **Governmental Funds-** used for most of city governmental functions. There are four (4) types of Governmental Funds: General Fund; Special Fund; Debt Services Fund; and, Capital Project Funds.
  - *General Fund- the operating fund used to account for all activities, expect those requires to be accounted for in another fund*
  - *Special Fund- used for proceeds of specific revenue sources that are restricted to expenditures of special purposes*
  - *Debt Services Fund- used for accumulation of resources and the payment of principal, interest and related costs of general long-0term debt*
  - *Capital Project Funds- used for resources for the acquisition or construction of major capital facilities*
- **Proprietary Funds**- used for government's business-type activities. These funds recover the cost of providing services through fees and charges on those who use their services. There are two (2) types of Proprietary Funds: Enterprise Funds, and, Internal Services Funds.
  - *Enterprise Funds- used for services provided primarily to external customers and legal requirements or management policy required services, including capital, be fully recovered through fees and charges*
  - *Internal Services Funds- used for services provided to other funds, departments, or agencies of the government. Costs are allocated to the benefitting funds in the form of fees and charges in order to recover the full cost of providing services*
- **Fiduciary Funds**- used for assets held in a trustee or agency capacity for outside parties, including individuals, private organizations and other government.

4.4.1 GOVERNMENT FUND

The primary account under the Government Fund is the General Fund. Reallocation of the General Fund is the main source of funds the City can access to implement mitigation projects. The following figure from the Comprehensive Annual Financial Report (CARF) illustrate where the City of Redlands General Funds come from and how the General Fund money is spent (**Figure 4.2**).

Figure 4.2- City of Redlands General Fund Allocation



According to the CARF, by the end of June 2019, the total fund balance reported for the general fund was $39,647,517, an increase of $3.9 million, or 10.9%, from the prior year fund balance of $35,734,630. As a measure of the General Fund's liquidity, it can be useful to compare the total fund balance to total fund expenditures, which indicates that fund balance is 59.3% of general fund expenditures, however only $17,654,773 of the $39.6 million fund balance is unassigned. The unassigned fund balance of $17.7 million, together with the $8.3 million fund balance committed to stabilization arrangement (contingencies), is the only portion of fund balance readily available for spending and represents 39.1% of general fund expenditures. Total general fund expenditures this year were $66.3 million, which is 4.9% greater than the prior year amount of $63.3 million, and total General Fund revenues was $72.6 million, or 5.8% greater than the prior year amount of $68.6 million.

4.4.2 PROPRIETARY AND FIDUCIARY FUNDS

Other means to implementing mitigation projects is the utilization of Proprietary and Fiduciary Funds. While there are a variety of options that the City may be able to access under these funds, the primary funds will be those secured through project grants, such as the FEMA Hazard Mitigation Assistance (HMA) programs- Hazard Mitigation Grant Program- HMGP, Flood Mitigation Assistance- FMA, or Building Resilient Infrastructure and Communities- BRIC (formerly, the Pre-Disaster Mitigation- PDM program). Currently, other than the grant to fund the update of this LHMP, the City has not received any FEMA HMA grants over the past five (5) years.

5 HAZARD ASSESSMENT

5.1 OVERVIEW

The purpose of this section is to capture the approach used by the City of Redlands LHMP Planning Team to identify and prioritize (screen) hazards in its community. This is an important step to ensure all potential hazards are considered and relevant hazards ranked as to the greatest concern within the community.

This section also presents relevant information (profiles) on each hazard in the community. The "*Hazard Profiles*" provide a description of the hazard, the location and/or extent of the hazard within the community, the history of the hazard within the community, the probability of the hazard occurring in the community, and a discussion of any considerations needed due to changing conditions (i.e., climate). This information was referenced when prioritizing hazards.

5.2 HAZARD IDENTIFICATION

The Planning Team went through an extensive effort to identify all of the hazards present in the community. The Planning Team started with the list of hazards in the City of Redlands 2015 LHMP and augment the list as necessary. This augmentation considered adding, removing, and renaming of hazards to create a list of all potential hazards in the community. The Planning Team utilized several external resources to ensure they were considering all potential hazards. These resources included the State of California HMP (2018), the San Bernardino County OA LHMP (2017), and several other surrounding community LHMPs (i.e., Colton, Loma Linda, Yucaipa). This helped the Planning Team understand statewide, countywide, and surrounding area hazard concerns. Each hazard identified in the external resources were reviewed and considered by the Planning Team. After careful review and consideration, the Planning Team identified the following hazards for inclusion in the City of Redlands LHMP update:

- Aircraft Accident/Incident
- Civil Disturbance
- Dam Breach
- Drought
- Earthquake
- Energy Shortage/Power Outage
- Extreme Temperature
- Flood
- Hazardous Material Accident
- Infectious Disease
- Infestation
- Landslide
- Technology Disruption
- Terrorism
- Train Accident/Incident
- Wildfire
- Windstorm

As a note, no hazards from the City of Redlands 2015 LHMP were removed, however, the Planning Team added four (4) new hazards: *aircraft accident/incident*, *civil disturbance, technology disruption,* and *train*

accident/incident. It is also important to note that the Planning Team did revise the name and description of some hazards to provide more clarity and understanding of the hazard. This step also led to separating and creating distinct individual hazards (i.e., Power Outage/Excessive Heat). The changes to the hazard descriptions and other relevant hazard information are captured under sub section 5.4- *Hazard Profiles*.

5.3 HAZARD SCREENING AND PRIORITIZATION

After the list of hazards was identified, the Planning Team went through a process to prioritized (screened) the hazards to determine which hazards created the greatest concern in the community. The Planning Team utilized the same non-numerical ranking system that was implemented during the last update to the City of Redlands LHMP. This process consists of generating a qualitative ranking, High, Medium, or Low rating for: 1) *Probability*; and, 2) *Impact* from each hazard. As part of this process, the following criteria (definitions) were applied:

- **Probability**

  High: (Highly Likely/Likely) There may or may not have been historic occurrences of the hazard in the community or region but experts feel that it is likely that the hazard will occur in the community. Citizens feel that there is a likelihood of occurrence.

  Medium: (Possible) There may or may not have been a historic occurrence of the hazard in the community or region but experts feel that it is possible that the hazard could occur in the community. Citizens may feel that there is a likelihood of occurrence.

  Low: (Unlikely) There have been no historic occurrences of the hazard in the community or region and both experts and citizens agree that it is highly unlikely that the hazard will occur in the community.

- **Impact**

  High: (Catastrophic/Critical) Both experts and citizens feel that the consequences will be significant in terms of building damage and loss of life.

  Medium: (Limited, but not insignificant) Consequences are thought to be modest in terms of building damage and loss of life, limited either in geographic extent or magnitude.

  Low: (Negligible) Consequences are thought to be minimal in terms of building damage and loss of life, limited either in geographic extent or magnitude.

After each hazard was ranked using the above criteria, the results were displayed in a graph to assist the Planning Team validate the results (**Figure 5.1**). The Planning Team determined all hazards falling within the gray-colored boxes were Tier I priority hazards, those within the blue-colored boxes were Tier II priority hazards, and those within the white-colored boxes were Tier III priority hazards. The higher priority hazards (Tier I and Tier II), reflect those hazards the Planning Team determined the community should focus on over the next five (5) years. This does not mean that the community will not address the lower priority hazards. It means if resources are limited (i.e., funding, staffing), the primary focus will be on the higher priority hazards.

Figure 5.1- Hazard Prioritization Matrix

		Impact		
		High	**Medium**	**Low**
Probability	**High**	• Energy Shortage/Power Outage	• Wildfire • Windstorm	
	Medium	• Earthquake • Flood • Infectious Disease	• Aircraft Accident/Incident • HazMat Accident • Civil Disturbance • Landslide • Train Accident/Incident	• Drought • Infestation • Extreme Temperature
	Low	• Technology Disruption	• Terrorism • Dam Breach	

5.4 HAZARD PROFILES

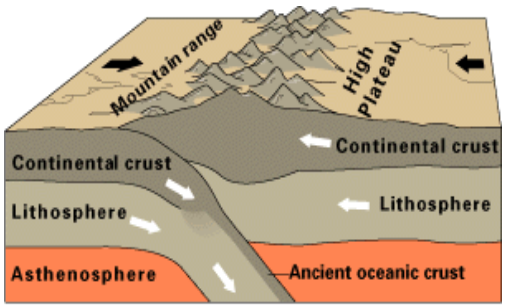
The Hazard Profiles include the incorporation of all new information, material, and reports to better help the Planning Team and the community understand the hazard. The hazards are organized alphabetically by the priority screening ranking (i.e., Tier I, Tier II, and Tier III). The hazards assessed by the Planning Team are summarized below:

5.4.1 TIER I

The hazards, in alphabetical order, under Tier I include: Earthquake; Energy Shortage/Power Outage; Flood; Infectious Disease; Wildfire; and, Windstorm

5.4.1.1 EARTHQUAKE

- **Ranking-** *Probability*- Medium; *Impact*- High
- **Description**

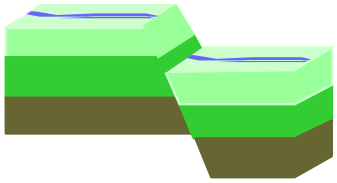


Continental-continental convergence

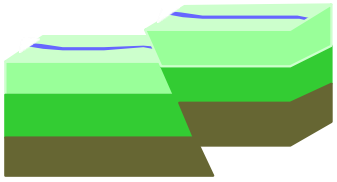
An earthquake is caused by a release of strain within or along the edge of the Earth's tectonic plates, producing ground motion, surface fault rupture, and secondary hazards such as ground failure. For hundreds of millions of years, the forces of plate tectonics have shaped the Earth as the huge plates that form the Earth's surface move slowly over, under, and past each other. Sometimes the movement is gradual. At other times, the plates are locked together, unable to release the accumulating energy. When the accumulated energy grows strong enough, the plates break free causing the ground to shake. Most earthquakes occur at the boundaries where the plates meet; however, some earthquakes occur in the middle of plates.

The severity of the shaking increases with the amount of energy released, decreases with distance from the causative fault or epicenter, and is amplified by soft soils. After just a few seconds, earthquakes can cause massive damage and extensive casualties. A fault is a fracture between blocks of the earth's crust where either side moves relative to the other along a parallel plane to the fracture.

There are three (3) different types of earthquake faults: 1) Normal, 2) Thrust; and, 3) Strike-slip. Normal fault and Thrust faults are examples of dip-slip faults. Dip-slip faults are slanted fractures where the blocks mostly shift vertically. If the earth above an inclined fault moves down, the fault is called a normal fault, but when the rock above the fault moves up, the fault is called a reverse (or trust) fault. Thrust faults have a reverse fault with a dip of 45° or less.

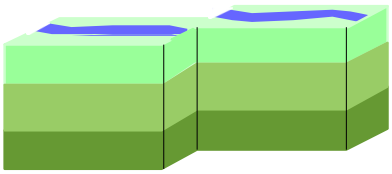


Normal Fault



Thrust Fault

Strike-slip faults are vertical or almost vertical rifts where the earth's plates move mostly horizontally. From the observer's perspective, if the opposite block looking across the fault moves to the right, the slip style is called a right lateral fault; if the block moves left, the shift is called a left lateral fault.



Strike-slip Fault

The effect of an earthquake on various locations throughout the felt area is called the intensity. The intensity scale consists of a series of certain key responses such as people awakening, movement of furniture, damage to chimneys, and total destruction of property. The scale currently used in the United States is the Modified Mercalli Intensity (MMI) Scale (**Table 5.1**). It was developed in 1931 by the American seismologists Harry Wood and Frank Neumann. This scale is composed of increasing levels of intensity designated by Roman numerals that range from imperceptible shaking (MMI I) to catastrophic destruction (MMI X). It does not have a mathematical basis; instead, it is an empirical scale based on observed effects.

Table 5.1- Modified Mercalli Intensity (MMI) Scale

Intensity	Shaking	Description
I	Not Felt	Not felt except by a very few under especially favorable conditions.
II	Weak	Felt only by a few persons at rest, especially on upper floors of buildings
III	Weak	Felt quite noticeably by persons indoors, especially on upper floors of buildings. Many people do not recognize it as an earthquake. Standing motor cars may rock slightly. Vibrations similar to the passing of a truck. Duration estimated
IV	Light	Felt indoors by many, outdoors by few during the day. At night, some awakened. Dishes, windows, doors disturbed; walls make cracking sound. Sensation like heavy truck striking building. Standing motor cars rocked noticeably.
V	Moderate	Felt by nearly everyone; many awakened. Some dishes, windows broken. Unstable objects overturned. Pendulum clocks may stop
VI	Strong	Felt by all, many frightened. Some heavy furniture moved; a few instances of fallen plaster. Damage slight
VII	Very Strong	Damage negligible in buildings of good design and construction; slight to moderate in well-built ordinary structures; considerable damage in poorly built or badly designed structures; some chimneys broken
VIII	Severe	Damage slight in specially designed structures; considerable damage in ordinary substantial buildings with partial collapse. Damage great in poorly built structures. Fall of chimneys, factory stacks, columns, monuments, walls. Heavy furniture overturned
IX	Violent	Damage considerable in specially designed structures; well-designed frame structures thrown out of plumb. Damage great in substantial buildings, with partial collapse. Buildings shifted off foundations
X	Extreme	Some well-built wooden structures destroyed; most masonry and frame structures destroyed with foundations. Rails bent

However, most people are familiar with the Richter scale, a method of rating earthquakes based on the amplitude of seismic waves - an indirect measure of energy released (**Table 5.2**). The Richter scale is logarithmic. Each one-point increase corresponds to a 10-fold increase in the amplitude of the seismic shock waves and a 32-fold increase in energy released. For example, an earthquake registering magnitude 7.0 on the Richter scale releases over 1,000 times more energy than an earthquake registering magnitude 5.0. It should be noted that while an earthquake may have many intensity values across the impacted area, there is just one Richter magnitude associated with each event.

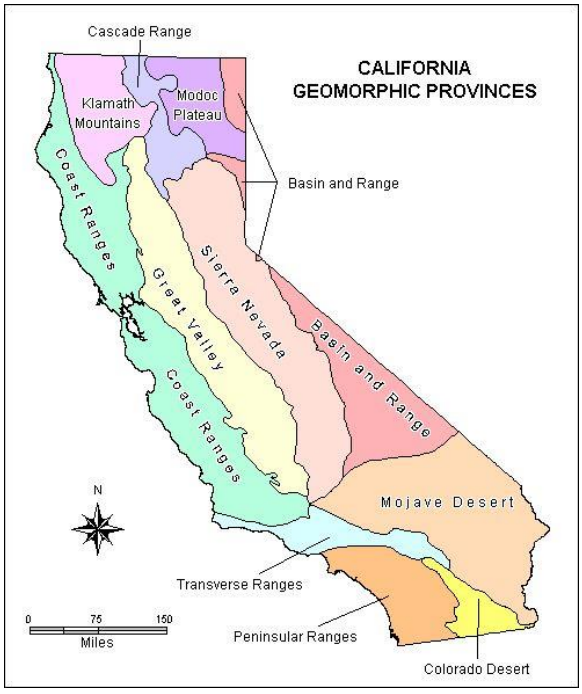
Table 5.2 Richter Scale

Magnitude	Earthquake Effects
0-1.9	*Micro*- Not felt by people
2.0-2.9	*Minor*- Felt by few people
3.0-3.9	*Minor*- Felt by some people, inside objective can be seen shaking
4.0-4.9	*Light*- Felt by most people, inside object shake and fall
5.0-5.9	*Moderate*- Felt by everyone, damage and possible collapse of unreinforced buildings
6.0-6.9	*Strong*- Felt by everyone, widespread shaking/damage, some buildings collapse
7.0-7.9	*Major*- Felt by everyone, widespread shaking/damage, many buildings collapse
8.0 or greater	*Great*- Felt by everyone, widespread shaking/damage, most buildings collapse

Ground shaking and ground deformation (i.e., surface fault rupture, landslides, and liquefaction) are the specific hazards associated with earthquakes. The severity of these hazards depends on several factors, including soil and slope conditions, proximity to the fault, magnitude, and the type of earthquake.

- *Ground Shaking*- Ground shaking is the motion felt on the earth's surface caused by seismic waves generated by the earthquake. It is the primary cause of earthquake damage. The strength of ground shaking depends on the magnitude of the earthquake, the type of fault, distance from the epicenter (where the earthquake originates), and local soil conditions. Soils and soft sedimentary rocks near the earth's surface can amplify earthquake ground shaking. Amplification increases the magnitude of the seismic waves generated by the earthquake. The amount of amplification is influenced by the thickness of geologic materials and their physical properties. Buildings and structures built on soft and unconsolidated soils can face greater risk. Amplification can also occur in areas with deep sediment filled basins and on ridge tops. Peak Ground Acceleration (PGA) is a measure of the strength of ground shaking. Larger PGAs result in greater damage to structures. PGA is used to depict the risk of damage from future earthquakes by showing earthquake ground motions that have a specified probability (10%, 5%, or 2%) of being exceeded in 50 years return period. These values are often used for reference in construction design, and in assessing relative hazards when making economic and safety decisions.
- *Surface Fault Rupture*- As previously mentioned, the sudden sliding of one part of the earth's crust past another releases the vast storage of elastic energy in the rocks as an earthquake. The resulting fracture is known as a fault, while the sliding movement of earth on either side of a fault is called fault rupture. Fault rupture generally begins below the ground surface at the earthquake hypocenter, typically between three and ten miles below the ground surface in California. If an earthquake is large enough, the fault rupture will reach the ground surface (referred to as "surface fault rupture"), wreaking havoc on structures built across its path. Structures built across the fault are a risk of significant damage from surface fault rupture. In California, the 1972 Alquist-Priola Earthquake Fault Zoning Act prohibits the siting of most structures for human occupancy across traces of active faults that constitute a potential hazard to structures from surface faulting. Recent large earthquakes in Turkey and Taiwan have shown that few structures built across the surface traces of faults can withstand the large displacements that may occur during an earthquake.
- *Landslides*- Earthquake-induced landslides are secondary earthquake hazards that occur from ground shaking. They can destroy the roads, buildings, utilities, and other critical facilities necessary to respond and recover from an earthquake. Many communities in Southern California have a high likelihood of encountering such risks, especially in areas with steep slopes. (NOTE: while mentioned here, landslides are covered under a separate hazards)
- *Liquefaction*- Liquefaction is the phenomenon that occurs when ground shaking causes loose, saturated soils to lose strength and act like viscous fluid. Liquefaction causes two types of ground failure: lateral spread and loss of bearing strength. Lateral spreads develop on gentle slopes and entail the sidelong movement of large masses of soil as an underlying layer liquefies. Loss of bearing strength occurs when the soil supporting structures liquefy, causing the structures to settle, resulting in damage and, in some cases, collapse.

- **Location and Extent**



As noted by the California Geological Survey, California is divided into eleven (11) geomorphic provinces. California's geomorphic provinces are naturally defined geologic regions that display a distinct landscape or landform. Each region displays unique, defining features based on geology, faults, topographic relief and climate. These geomorphic provinces are remarkably diverse. They provide spectacular vistas and unique opportunities to learn about earth's geologic processes and history. These geomorphic provinces each have the potential to create significant earthquakes and associated hazards. The City of Redlands is located in a high seismic activity zone in the Transverse Range geologic province. The Transverse Ranges are an east-west trending series of steep mountain ranges and valleys. The east-west structure of the Transverse Ranges is oblique to the normal northwest trend of coastal California, hence the name "Transverse." The province extends offshore to include San Miguel, Santa Rosa, and Santa Cruz islands. Its eastern extension, the San Bernardino Mountains, has been displaced to the south along the San Andreas Fault. Intense north-south compression is squeezing the Transverse Ranges. As a result, this is one of the most rapidly rising regions on earth. Great thicknesses of Cenozoic petroleum-rich sedimentary rocks have been folded and faulted, making this one of the important oil-producing areas in the United States.

The more significant faults within the region include the San Andreas Fault, the San Jacinto Fault, and the Crafton Hills Fault Zone. The City of Redlands is geographically located between active traces of the San Andreas Fault located to the northeast of the City, and the San Jacinto Fault located to the southwest of the City, with the Crafton Hills Fault Zone located southeastern of the city (**Figure 5.2**). The San Jacinto Fault forms the southwestern boundary of the San Bernardino Valley and intersects the City of Redlands at its southwest corner. The fault zone extends approximately 120 miles in distance from its point of origin in the San Bernardino Valley at the San Andreas Fault. The formation of this juncture exists within the geographical location of the Devore Pass. The southernmost section of the zone travels northwest of El Centro. The San Bernardino segment of the San Andreas Fault is located to the east of the City of Redlands. This 50 km segment is considered to be "*the currently active segment of the San Andreas fault system to the northwest of Gorgonio Pass*". The Crafton Hills Fault Zone is a series of normal faults, each about 10 km in length or less, located just to the east of the City of Redlands, between the San Jacinto and San Andreas Faults.

Figure 5.2- Earthquake Fault Zones in the Vicinity of the City of Redlands

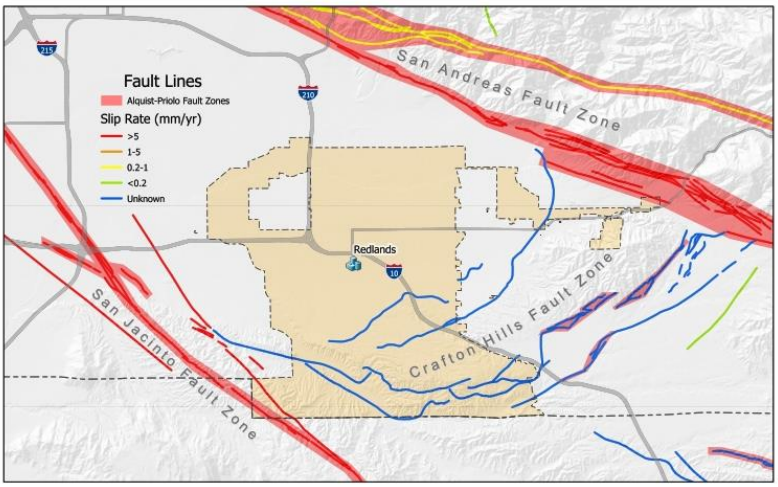
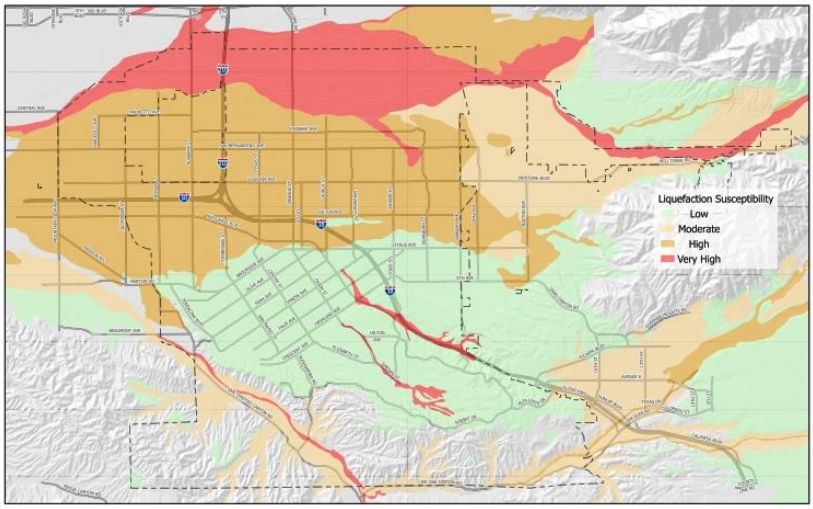


Figure 5.3 depicting the liquefaction susceptibility areas in the vicinity of the City of Redlands. There are considerable areas of Very High and High liquefaction susceptibility in areas of sandy soil associated with the Santa Ana River, the Mission Zanja, and San Timoteo Creek, but the City of Redlands is located within an area of Low landslide susceptibility.

Figure 5.3- Liquefaction Susceptibility in the Vicinity of the City of Redlands



- **History**

There are 45 states and territories in the United States at "moderate" to "very high" risk from earthquakes, and they are located in every region of the country. California experiences the most frequent damaging earthquakes; however, Alaska experiences the greatest number of large earthquakes—most located in uninhabited areas. The largest earthquakes felt in the United States were along the New Madrid Fault in Missouri, where a three-month long series of quakes from 1811 to 1812 included three quakes larger than a magnitude of 8 on the Richter scale. These earthquakes were felt over the entire Eastern

United States, with Missouri, Tennessee, Kentucky, Indiana, Illinois, Ohio, Alabama, Arkansas, and Mississippi experiencing the strongest ground shaking.

Historical and geological records show that California has a long history of seismic events (a list of significant earthquakes can be found in **Appendix 5**). In California, movement between the North American and the Pacific tectonic plates manifest primarily along a region known as the San Andreas Fault system. Experts believe the San Andreas Fault is capable of producing an earthquake of magnitude 8.0+ over the next few years. The San Andreas Fault is considered the "*Master Fault*" because it has frequent (geologically speaking), large earthquakes, and it controls the seismic hazard in southern California. Faults in the San Andreas Fault zone that passes through Los Angeles County are part of the very active southern segment. This segment includes historically active, active, potentially active, and inactive faults.

Southern California area has experienced several earthquakes, two very large earthquakes, the Fort Tejon in 1857 (M7.9) and the Owens Valley in 1872 (M7.6) are evidence of the tremendously damaging potential of earthquakes in Southern California. The Fort Tejon earthquake surface rupture broke the portions of the central and southern segments of the San Andreas Fault system (Cholame, Carrizo, and Mojave segments), resulting in displacements of as much as 27 feet (9 meters) along the rupture zone. These fault segments are thought to have an incident recurrence interval of between 104 and 296 years. The most recent significant earthquake event affecting the region was the Northridge Earthquake. At 4:31 A.M. on Monday, January 17, 1994, a very damaging earthquake with a magnitude of 6.7 struck the San Fernando Valley. In the following days and weeks, thousands of aftershocks occurred, causing additional damage to affected structures. Effects of the earthquake were felt north into Ventura County, south in Orange County, and east into Riverside and San Bernardino Counties.

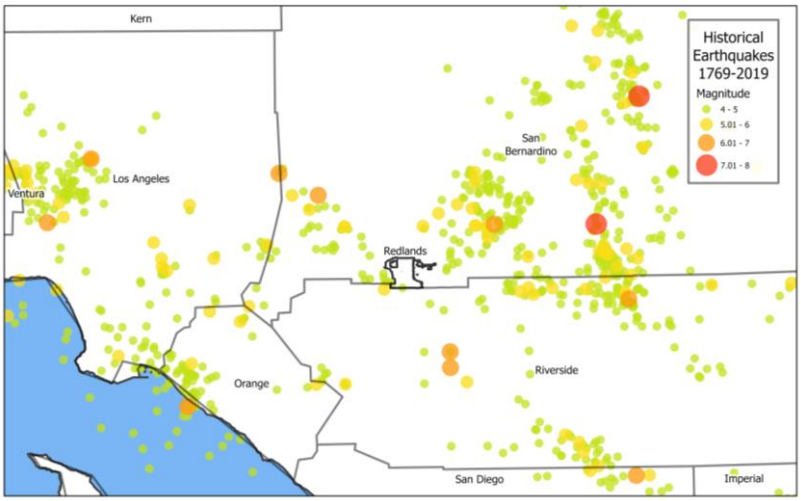
In June of 1992, the M7.3 Landers Earthquake ruptured 85 km (53 miles) along a series of faults in a roughly contiguous fault system, including the Johnson Valley, Landers, Homestead Valley, Emerson and Camp Rock faults. Strong shaking was felt in the City of Redlands. The largest aftershock of the Landers earthquake was the M6.4 Big Bear Earthquake, which caused damage and landslides in the Big Bear area. Declared as Disaster FEMA-947-DR CA, these earthquakes resulted in structural damage to many residential dwellings in Redlands, including chimneys and foundation slippage. Other significant earthquake events in the region included:

- *Newport-Inglewood Earthquake, 6.4m (1933)- 120 deaths, over $50 million in damage*
- *San Fernando (Sylmar) Earthquake, 6.5m (1971)- 65 deaths, over $500 million in damage*
- *Whittier Narrows Earthquake 5.9m (1987)- 8 deaths, over $358 million in damage*
- *Sierra Madre Earthquake 5.8m (1991)- 2 deaths, over $40 million in damage*
- *Chino Hills Earthquake 5.4m (2008)- no casualties and only minor damage*
- *City of Los Angeles Earthquake 4.7m (2009)- no casualties and minor to moderate damage*
- *El Mayor Cucapah Earthquake 7.2m (2010)- major damages to the area and Imperial County*
- *Calimesa 4.1m (2011)- no casualties and minor to moderate damage*
- *La Habra Earthquake 5.1m (2014)- no casualties and minor to moderate damage*
- *Fontana Earthquake 4.4m (2014)- no casualties and minor to moderate damage*
- *Running Springs 4.6m (2014)- no casualties and minor to moderate damage*
- *Fontana 4.2m (2015)- no casualties and minor to moderate damage*
- *Big Bear Lake 4.0m (2015)- no casualties and minor to moderate damage*
- *Muscoy 4.4m (2015)- no casualties and minor to moderate damage*

- *Banning 4.4m (2016)- no casualties and minor to moderate damage*
- *Cabazon 4.5m (2017)- no casualties and minor to moderate damage*
- *Big Bear 3.5m (2018)- no casualties and minor to moderate damage*
- *Trona (2019)- no casualties and minor to moderate damage*
- *Ridgecrest 7.1m (2019)- no casualties and minor to moderate damage*

Figure 5.4 displays historical epicenters of historical earthquakes located in southern California since 1568.

Figure 5.4- Historical Earthquakes in Southern California since 1568



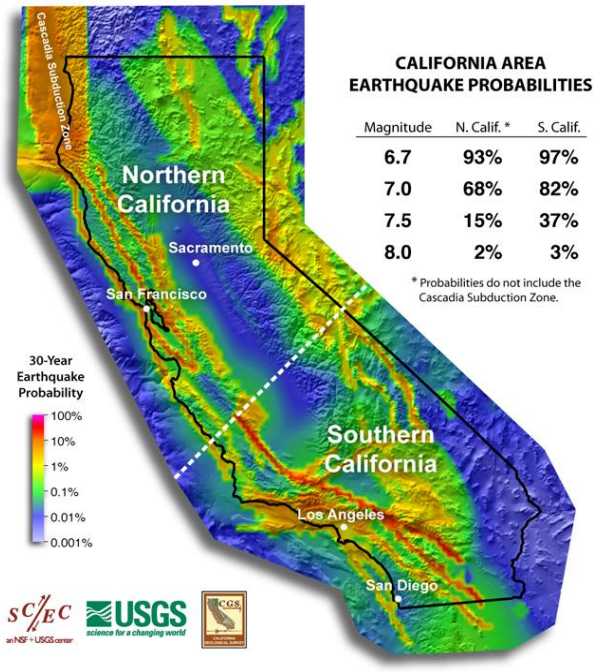
- **Probability**

Earthquakes strike suddenly, without warning. Earthquakes can occur at any time of the year and at any time of the day or night. On a yearly basis, 70 to 75 damaging earthquakes occur throughout the world. Recent estimates of expected annualized earthquake loss for the U.S. totals $5.3 billion per year, with 66% ($3.5 billion) concentrated within the State of California, and $397 million in Riverside and San Bernardino Counties (FEMA, 2008[1]).

The probability of a significant (M6.7 or greater) earthquake occurring in Southern California in the next 30 years has been estimated to be 97% by the 2007 California Working Group on Earthquake Probability, as shown in **Figure 5.5**. California Area 30-Year Earthquake Probabilities. (USGS Open-File Report 2007-1437).

[1] "HAZUS®MH Estimated Annualized Earthquake Losses for the United States", FEMA 366, April, 2008.

Figure 5.5- California Area 30-Year Earthquake Probabilities



- **Climate Change Considerations**

To date, no credible evidence has been provided that links climate to earthquakes. However, climate and weather does play a significant role in the response and recovery from earthquakes. Effects from climate change could create cascading complications and impacts.

5.4.1.2 ENERGY SHORTAGE/POWER OUTAGE

- **Ranking**- *Probability*- High; *Impact*- High
- **Description**

For the purposes of this LHMP, Energy Shortage/Power Outage hazards are confined to rolling blackouts or brownouts and Public Safety Power Shutdown (PSPS) events. While some accidents can cause energy shortage/power outage, they are usually smaller, localized events and are not part of this assessment. Additionally, Energy Shortage/Power Outage hazards can be consequences from other events. These energy shortage/power outage consequences are discussed under the primary hazard event (high winds, wildfire, earthquake). A brownout is a partial, temporary reduction in total system capacity, while a blackout is a complete interruption in power. A brownout is caused by high electricity demand that is near or above a utility's production capacity. When this occurs, the utility may reduce the flow of electricity to certain areas to prevent a blackout. The state of California has also implemented "Flex Alerts" to bring awareness to times in which supply and demand of power could become an issue. A blackout is a large-scale service interruption that can happen as a result of severe weather or equipment failure at power plants. There are several factors that can play into energy shortage/power outage: 1) increased demand within the city; and, 2) increased demand elsewhere. Because Southern California Edison is part of the

western power grid, increases in other parts in the west region could curtail the energy available to the City.

PSPS events are initiated by power utility companies and are implemented in response to severe weather events. The purpose is to mitigate the increased fire risk during "red flag" weather conditions. Red flag weather conditions include: high winds, low humidity, and high temperatures. By shutting off power, the utility companies are ensuring that electrical equipment, which can arc and spark, during severe events, will not exacerbate or start a fire.

- **Location and Extent**

An Energy Shortage/Power Outage events can occur throughout the entire City.

- **History**

Southern California has experienced a population growth over the years. This coupled with changes to daily life styles (heavier reliance on power) and changing weather patterns have contributed to a higher demand for power over recent years. Because of this, the City of Redlands, like other parts of California, have had energy shortage/power outage events related to the failure of the statewide or regional systems not being able to meet demand. The Energy Shortage/Power Outage events usually occur during the warmer summer months and have lasted for a few hours and in some cases days. Recently, the City has experienced several Energy Shortage/Power Outage events due to the power company's implementing PSPS events in response to Red Flag weather conditions. Similar to the power outage during the summer months, these PSPS energy shortage/power outage are relativity short in duration.

- **Probability**

There are no studies that predict the probability of Energy Shortage/Power Outage events; however, it is expected that there is a higher probability of events occurring during the warmer summer months and during Red Flag (high temperatures, low humidity, high wind) events.

- **Climate Change Considerations**

Climate can play a significant role in Energy Shortage/Power Outage events. As temperatures rise due to changing conditions, it will have significant impacts on energy supply and demand. Additionally, changing climate conditions can create more Red Flag events, causing the power companies to consider to turn off power to lessen the potential fire threat.

5.4.1.3 FLOOD

- **Ranking-** *Probability*- Medium; *Impact*- High
- **Description**

A flood is a temporary condition (short-duration or long-duration) of partial or complete inundation on land that is normally dry. This condition is generally caused by precipitation (i.e., rainfall). Several factors determine the severity of floods, including rainfall intensity and duration, antecedent moisture conditions, surface permeability, and geographic characteristics of the watershed such as shape and slope. Other causes of flooding can include a ruptured dam or levee, rapid ice or snow melting in the mountains, under-engineered infrastructure, or even a poorly placed beaver dam can overwhelm a river or channel and send

water spreading over adjacent land or floodplains. According to FEMA, there are several different types of floods and under some there are subtypes. The flooding types and subtypes include:

- *Riverine Flooding*- River/Stream Overbank Flooding, Flash Floods, Dam and Levee Failure, Alluvia Fans, Ice Jam Flooding, Moveable Bed Streams
- *Urban Drainage*- Drainage system capacity deficiencies
- *Ground Failures*- Mud flood and Mud flows, Subsidence, Liquefaction
  (*NOTE: while mentioned here, mud flows are covered under landslide hazards and Subsidence and Liquefaction hazards are covered under earthquake hazards*)
- *Fluctuating Lake Levels*- Increase volume caused by rain, snowmelt, and other runoffs
- *Coastal Flooding and Erosion- Storm Surge*

In California, some of the more common types of flooding fall under Riverine Flooding (i.e., flash flooding), Urban Flooding, and Coastal Flooding (i.e., storm surge). Floods can take several hours to days to develop. A flash flood is a flood occurring in a watershed where the time of travel of the peak of flow from one end of the watershed to the other is less than six hours. Coastal flooding occurs when storms produce large ocean waves that sweep across coastlines making landfall. The following flood characterization designates the amount of time for response:

- *Flood Watch*- a flood is possible in the area. Advanced warning
- *Flood Warning*- flooding is already occurring or will occur soon in the area. Advanced warning
- *Flash Flood Watch*- a flash flood is possible in the area. Little-to-no advanced warning
- *Flash Flood Warning*- flooding is already occurring or will occur soon in the area. Little-to-no advanced warning

- **Location and Extent**

The geographical location, climate, and topography of the City of Redlands make the city prone to flooding. In Redlands, floods usually occur during the winter "*wet*" season, the time of year with the highest precipitation totals or heavy rainfalls. During significant rainfall years, the season is characterized by high intensity rainfalls and rapid runoffs or discharge. These storm events have: inundate streams; flooded areas; create debris flows (i.e., sediment, rock, dead trees) that have plug culverts and damage bridges/overpasses; and/or, eroded or scared the landscape. The common type of flooding in the City of Redlands is:

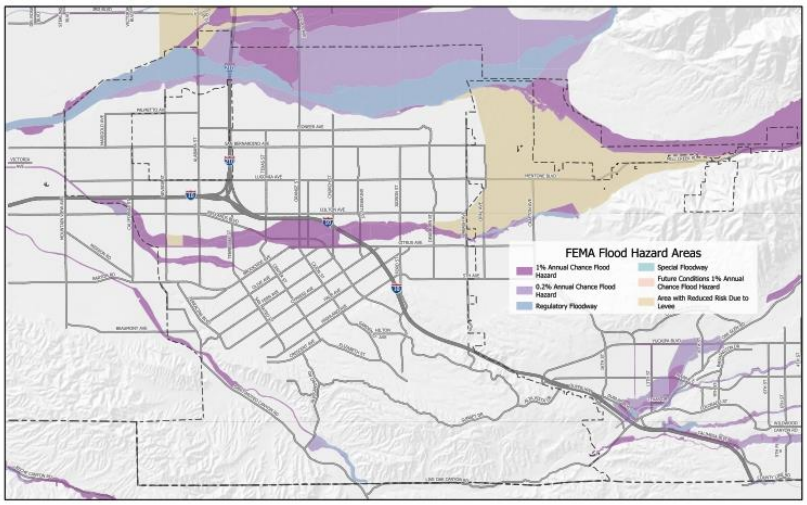
- *Alluvial Fan*- Alluvial fan flooding occurs in the steep arid or semiarid mountains found throughout California. Alluvial fans are fan-shaped deposits of eroded rock and soil carried out of mountains and into valley floors by landslides, mudslides, mudflows, and surface runoff. At the beginning of the valley, alluvial fans are steep and narrow with boulders and other coarse material. The deposited material becomes increasingly fine as the gradient decreases and the material, mainly gravels, sand and mud, spreads. When rain falls, runoff from the canyon walls flows as a high-velocity sheet that channels into rivulets, and then to natural drainage courses. The rapidly moving water often carries large boulders and other material from the watershed depositing them into runoff channels, blocking the flow of water. Floodwater then spills out onto the fan, with each event finding a new channel that

soon fills up with deposits and overflows. Flooding in alluvial fans often can cause greater damage than clear-water flooding.

- *Flash Flood*- A flash flood is a rapid flooding of low-lying areas, rivers and streams that is caused by the intense rainfall associated with a thunderstorm, or multiple thunderstorms. Flash floods also occur when a man-made structure, such as a dam, collapses. Flash flooding occurs when the ground under a storm becomes saturated with water so quickly that it cannot be absorbed. The runoff collects in low-lying areas and flows rapidly downhill. As a result, anything in its path is suddenly in rising water. A typical flash flood begins with a slow-moving thunderstorm. This usually takes longer to move out of the affected areas and causes the area to endure a greater amount of rainfall for a longer period of time. In addition, a thunderstorm may pass over an affected area repeatedly, dumping even more rainfall. A large amount of rainfall in a short time can result in flash flood conditions, as can a dam failure or other sudden spill. The National Weather Service's definition of a flash flood is a flood occurring in a watershed where the time of travel of the peak of flow from one end of the watershed to the other is less than six hours.
- *Urban Drainage*- The heavy rainfall associated with these storm systems contributes to urban flooding in a number of ways. Primarily, heavy rainfall will often overwhelm the capacity of the conventional drainage system made up of storm drains, catch basins, sewers, and additional natural mechanisms for storm-water management. These systems typically cannot handle more than one or two inches of rainfall per hour before they begin to backup and overflow. This amount is further diminished if the storm drains, and other components of the storm-water management system, have not been adequately maintained, are clogged with debris such as trash or natural waste, or are old and in a state of disrepair. Heavy rainfall, combined with storm-water runoff, can cause local waterways to rise and overflow their banks.

Four (4) streams drain Redlands, each of which represents a potential flood hazard at peak flows; 1) the Santa Ana River/Mill Creek (located at the northern edge of the City), 2) the Mission Zanja (also known as Mill Creek Zanja and Mission Storm Drain), 3) San Timoteo Creek and 4) Live Oak Creek. The Santa Ana River/Mill Creek emerges from its mountain canyon 5 miles northeast of Redlands, spreads out in shallow, braided channels more than a 1.5-mile-wide wash, mantled with fluvial debris. The Mission Zanja (in the southwest part of the City) was constructed for water supply in 1819. Diverting water from Mill Creek, the Zanja carried water for 12 miles to support the San Bernardino Asistencia and surrounding farms and ranches. Today, as it traverses an east/west direction, the Zanja drains major portions of the City through various storm drain systems. Taking into account these features and other factors, FEMA has developed Flood Hazard Maps. The most common flood hazard map is the Federal Emergency Management Agency (FEMA) 100-year flood zone map (**Figure 5.6**). The 100-year flood zone map depicts areas within the City of Redlands that may be prone to flooding. It is worth to note that FEMA is in the process of updating the area flood maps around Redlands. These updates will be incorporated into future LHMPs.

Figure 5.6- FEMA Flood Hazard Areas for the City of Redlands



The flood hazard zones depicted on the map are derived from FEMA Flood Insurance Rate Maps (FIRM) and indicate the probability of flooding happening over a given period of time. FEMA National Flood Insurance Program (NFIP) produces FIRMs. The FIRM identifies potential flood risk in geographic areas. The FIRMs are the official map of a community on which FEMA has delineated both the special flood hazard areas and the risk premium zones applicable to the community. Historically, FIRMs were produced on paper; however, over recent years FEMA has begun the process of creating digital versions- *DFIRM*. Because of the volume of area, not all FIRMs have been digitized. Due to the limited detail and large scale of the base maps used for most FIRMs, much interpolation between contour lines is done in mapping the floodplain boundaries. This is why you may find discrepancies when actual ground elevations are surveyed: the maps are just the best available graphic representations of the Base Flood Elevations (BFEs). Definitions of flood zone designations are provided in **Table 5.3**.

Table 5.3- FEMA Flood Zone Designations

Risk Level	Flood Zone	Description
High	A	Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.
	AE	The base floodplain where base flood elevations are provided.
	AH	Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.
	AO	River or stream flood hazard areas, and areas with a 1% or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones.
Moderate to Low	X (Shaded)	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods.
	X (Unshaded)	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. Zone X is the area determined to be outside the 500-year flood and protected by levee from 100-year flood.
Undetermined	D	Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.

The City of Redlands has also conducted focused flood studies in the area; the majority of which are for the downtown area. The most recent work was done to augment the Redlands Master Plan of Drainage, to better understand the extent of flooding under the proposed Transit Village Specific Plan project. Redlands Master Plan of Drainage utilized the Environmental Protection Agency (EPA) Storm Water Management Model (SWMM) to identify flooding potential in the downtown area. Inputs into the model included the then-planned Opal Basin. Because the Opal Basin was not realized and there was a need to expand the downtown area under the Redlands Master Plan of Drainage, another EPA SWMM was run. The results of the expanded EPA SWMM run for downtown Redlands is depicted in **Figure 5.7** and **Figure 5.8**.

Figure 5.7- Redlands Transit Village- 100-year Proposed

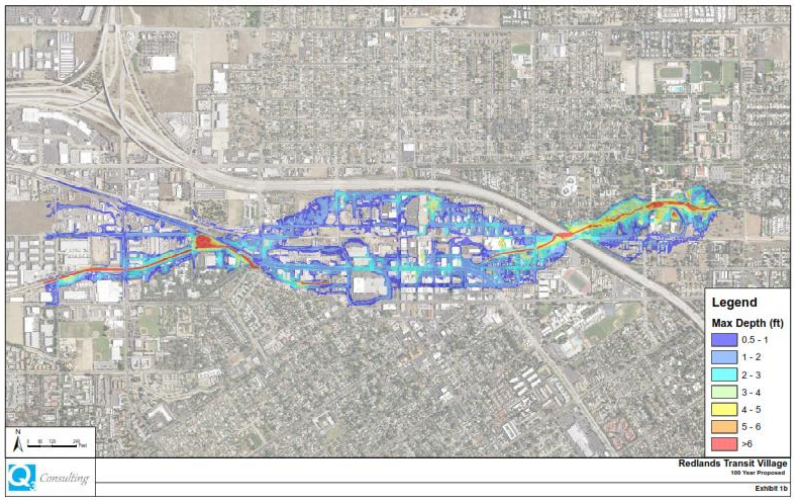


Figure 5.8- Redlands Transit Village- 25-year Proposed



- **History**

While not always a significant event, floods inundate portions of the City of Redlands almost every year. These smaller flood events create issues for local residents and business with everything from traffic congestion to localized water damage. Most of the smaller flood events do not rise to the level of significance (i.e., requiring local, county, state, or federal declarations) and do not require activation of the City of Redlands Emergency Operations Center (EOC). The City has not experienced a significant flood event since 2011. The significant flood events have been known to create considerable impacts. During some significant flood events the flood waters from the upper regions of the Santa Ana River/Mill Creek were responsible for extensive damage to Orange Street and Alabama Street, ranging from washouts from five to six-foot high flood waters, to extensive, permanent damages from uncontrollable runoff from the upper regions of the San Bernardino mountains. The following information provides a summary of the historic significant flooding events in the City of Redlands:

- *FEMA 1952-DR-CA*- (January 2011) The City of Redlands sustained more than 600,000 in damages costs associated with Emergency Protection and debris removal. The amounts included salaries, benefits, overtime and other professional and special contractual services for repairs and maintenance supplies. Several repairs of damages in various locations in the amount of $282, 050; $7,870 for repairs of damages on Bond Avenue, Fern Avenue, and Brookside Avenue; $4,000 with for geologic evaluations services; $10,722 for restriping San Timoteo Road from Alessandro Road to Fern Street; $12, 585 for emergency street sweeping of San Timoteo Canyon; and $6,487 for surfacing of damaged playground at Jennie Davis Park.
- *FEMA 1884-DR-CA*- (March 2010) The City of Redlands sustained a significant amount of damage due to the heavy rains and associated flooding.
- *FEMA 1577-DR-CA*- (December 27, 2004) The City of Redlands sustained over $40,000 in damages were sustained as a result of the storm.
- *FEMA 1203-DR-CA*- (February 1998) Redlands experienced a continuing series of storms. On February 27 and 28, 1998, the strongest storm created a 2-day event that resulted in considerable damage and private property loss.
- *FEMA 1046-DR-CA*- (March 1995) The second storm series resulted in more than $12,000 in damage. The most significant damage, however, was the loss of the temporary emergency crossings at Orange and Alabama Streets. Warm tropical rain, coupled with an extreme snowmelt, created severe flooding conditions in the Santa Ana River. Mud, debris, and boulders swept away both roads, which were replaced in 1993 (FEMA 979) at a cost of $570,000.
- *FEMA 979-DR-CA*- (January 1993) Produced the most significant damage to the City of Redlands in recent history. Recurrent flooding during the months of December through March resulted in an over saturation of soil which promoted long-term effects of storm waters in the City and region. Tropical rains melted a heavy snowpack at the higher elevations, producing increased flood activity. With approximately $6.5 Million in damages, but no loss of life, these storms finally claimed both the Alabama Street and Orange Street bridges. The Mission Zanja again produced flooding along its banks at Sylvan Blvd. and Judson Street, resulting in channel improvements at that intersection. Partial collapse of the Zanja occurred again in Sylvan Park. Landslides crushed the Monkey Face Falls waterline, which provides water to residents of Mountain Home Village. One additional water line, serving sparse residences north of the Santa Ana River, was washed out. Repair was affected in October 1993, following subsidence of the Santa Ana River. Several city-owned buildings sustained water damage, including the Smiley Library, which is on the National Register of Historic Places. Landslides occurred in the San Timoteo/Live Oak Canyon area, resulting in road closures for a portion of the three-month Declaration period.
- *FEMA 935-DR-CA*- (February 1992) significant flooding occurred as a result of major storm systems moving through Southern California. The three-day storm system produced most of the 14.96 rainfalls for 1991-92. Historically, the Santa Ana River and Mission Zanja were the cause of the most significant damages, and due to extensive build out of the southeast area, storm runoff produced increased flooding of the Country Club area. Most significantly, water run-off from the populated Country Club area traversed a private elementary school as well as Ford Street and developed subdivisions to the north. School property was damaged as a result of flood waters flowing through the school's parking lot and only street entrance, resulting in a lawsuit against the City. The Bear Valley Pipeline, generally located in Mill Creek

near Greenspot Road and Florida Street, sustained damage to approximately 400 feet of steel pipe and supports. There was no loss of life or public property.

- *February 1980 Floods*- produced a mirror image of prior floods, as extensive damage again occurred as a result of rising storm waters and runoff from the upper regions of the Santa Ana River. The Santa Ana River at Alabama Street changed course and completely washed out the road in two locations, plugged existing culverts, eroded shoulders at various locations, scoured the existing A.C. pavement and washed out the existing pipe on the north end of the river. Minor erosion damage occurred on various City streets and some private property. The Zanja experienced collapse between Redlands Boulevard and State Street near Kendall Drive, as well as in a portion of the channel in Sylvan Park.
- *September 1976 Flood*- an intense local thunderstorm dropped most of its precipitation in a 20-30-minute period. At one spot, 3 ½ inches of rain fell during this time. This heavy rain produced an extremely high rate of runoff, which quickly exceeded the capacity of local drainage systems. Major overflows occurred on the eastern edge of Redlands' downtown business district, flooding the area and depositing mud up to three feet deep. Damages to houses, businesses, roads, and flood control facilities reached $2 million. Mission Zanja overflowed again in 1978, depositing water up to 30 inches deep in some places.
- *Flood of January 1969*- The storms and floods caused the deaths of at least 13 persons. "An intense downpour on January 25, 1969, climaxed a nine-day period of heavy precipitation. From 10 to 20 inches of rain fell in the lowlands, from 25 to more than 50 inches in the mountains. Emergency crews prevented large property damage with sandbagging and other emergency work. Flooding could have been worse, but the ground was not saturated prior to the storms, so water was able to percolate into the ground.
- *February 1969 Flood*- Occurred one month after the January storm series hit. Since the ground was by then saturated, property damage was more severe. The runoff from the storms resulted in the greatest flood of record on many streams in the upper Santa Ana River basin. Flooding from Mission Zanja deposited debris on streets, eroded road shoulders and parts of the Zanja's rock and mortar channel, washed out the bridge at New Jersey Street, damaged several residences, and inundated four citrus packing plans and several commercial businesses. Estimated damages were $304,000." (US Army Corps of Engineers, LA District, Information Bulletin, July 1984.) Flood damages in San Bernardino County from both floods were more than $54,000,000. Damages to residential property in the County were widespread. Damages in the Cucamonga area were particularly heavy: hundreds of people were forced to leave their homes – some for as long as 3 months. Damages to businesses and industrial property in San Bernardino County also were great. Agricultural losses were very severe. Flood damaged sewer lines and sewage-treatment plants posed a threat to the lives and health of many residents of San Bernardino County.
- *OEP-233-DR*- (December 1966) a series of three storms swept through San Bernardino County. December recorded the fourth most severe rainfall period in 76 years of San Bernardino rainfall history with a near-record 4.23. Nearly one-half mile of Alabama Street was washed out during flows up to five feet deep. Violent flows from the Santa Ana River also severely eroded the north levee protecting the Redlands Sewage Treatment Plant. The Zanja again overflowed east of Wabash Avenue, poured through an orange grove and flooded the Crafton School Yard. The University area, as well as the Central Business District, was layered with tons of mud and debris. The north approach to the Kansas Street Bridge was washed

away, and flows undercut the abutment, dropping the north end of the bridge about two feet. The bridges at both Iowa and New Jersey Streets suffered similar damages.

- *OEP-211-DR*- (November 1965) a series of five storm periods, ranging from light to severe, inflicted extensive damage in the region. The most severe of these storms occurred between November 20 and 25, when 11 deaths (6 in San Bernardino County) were attributed to the storms. Property damage estimates greater than $11 million were recorded. Within Redlands' jurisdiction, Alabama Street suffered extensive damage due to flood waters from the upper regions of the Santa Ana River/Mill Creek. Resultant flows put the Redlands Sewage Treatment Plan out of operation, took the city's largest water reservoir off line and produced significant damage throughout the northern portion of Redlands and its Central Business District. The Mission Zanja Creek, which flows through Redlands from a controlled diversion of Mill Creek for irrigation purposes, produced significant levels of mud and debris deposits, and flooded homes along Sylvan Boulevard. Water carried tons of mud from construction-bared slopes along Palo Alto Drive across Country Club Drive and through the storm drain channel, which bisects the golf course. Many intersections throughout the City were flooded, with gutters filled to overflowing with heavy runoff. Floodwater from the overflow of the Zanja flooded the basement of the Crafton Elementary School.
- *November 1965 Flood*- a damaging general storm occurred throughout Southern California, following on the heels of a smaller general storm, which occurred about a week earlier. The antecedent rainfall conditions from the earlier storm left watersheds with a residual moisture content in the soils thus contributing to the accelerated runoff that occurred as a result of the intense precipitation. Above freezing temperatures in the mountain areas further contributed to increased runoff. Major flood-producing waters emanated from the highest watersheds in the 10,000-foot ranges. The storm has been placed in the category of a small flood likely to recur every 5-15 years. Mill Creek flow was of about a 15-year frequency, the Santa Ana Canyon flow about a 5-year frequency, and Cucamonga Creek somewhat greater that a 10-year frequency.
- *August 1965 Flood*- In what was called an “electrifying” flash flood, muddy water cascaded destructively through the City’s streets. The muddy runoff overtaxed the capacities of storm drains and spewed across streets and highways into low-lying areas. Water swept into the basements of the Crafton and Kingsbury schools and flowed through the lobby of Provident Federal Savings at Orange and State and into the basement where the vaults were flooded. Two youths were rescued after they were swept 1 ¾ miles along a storm drain system, portions of which are buried pipe extending through downtown Redlands.
- *April 1965 Flood*- During this flood event, fast-moving water spilled out of the debris-choked channel in numerous spots, creating a serious flood hazard to low-lying homes between Dearborn and University Streets. City officials generally blamed poor maintenance of the Zanja for the flood. One house at Lincoln and Laramie Streets was partially flooded while foot-deep water swirled through the yards of many homes along the Zanja. Small bridges used for access from Sylvan Boulevard to homes on the other side were under water, but withstood the pressure.

- **Probability**

Flooding tends to occur in the summer and early fall because of the monsoon and is typified by increased humidity and high summer temperatures. The County of San Bernardino Flood Control District initiated a report following the floods of January and February 1969, which summed up the repetition of flood

damage in Redlands and vicinity. It stated that "*A review of the occurrence of past floods of serious magnitude in San Bernardino Valley shows that one may be expected on the average of every 20 to 21 years. 'Great floods' have been recorded for the years 1825, 1862, 1867, 1884, 1891, 1916, 1938, 1969 and 1993. Available records indicated that the greatest of these by far was the flood of January 1862. If the reconstructed data for that storm is reasonably accurate, it would have been approximately a once-in-350-years flood!*"

The standard measure for flooding is the "*100-year flood*", a benchmark used by the FEMA to establish a standard of flood control in communities throughout the country. The 100-year flood is also referred to as the "regulatory" or "base" flood. The term 100-year flood is often incorrectly used and can be misleading. The correct designation is "*the 1% annual chance flood*", meaning there is a 1% chance that a flood of that intensity and elevation will occur in any given year, not that the flood will occur once every hundred years.

The 100-year Flood map of the City of Redlands is shown in Figure 1 under the Flood Location and Extent subsection. As defined by FEMA, Zone A, AE, AE Floodway, AH, and AO (lighter shades of blue) indicate a 1% annual chance of flooding; while Zone Shaded X (dark blue) indicates a 0.2% of annual chance of flooding. Complete definitions of flood zone designations are provided in Table 1 under the Flood Location and Extent subsection.

- **Climate Change Considerations**

Climate change acts as an amplifier to flood hazards. Extreme weather events have become more frequent over the past 40 to 50 years and this trend is projected to continue. Rising sea levels and shifting weather patterns (temperate, winds) are expected to have a significant impact on rainfall frequency, intensity and distribution; which in turn will have a significant impact on the frequency of flood occurrences. Additionally, warmer weather patterns increase snowmelt, which in turn produces more runoff to the lower elevations.

5.4.1.4 INFECTIOUS DISEASE

- **Ranking-** *Probability*- Medium; *Impact*- High
- **Description**

Infectious Disease is a broad term used to describe illness caused by a specific type of bacterium, parasite, virus, or fungus organisms. Below is a brief overview of the main infectious disease types:

- *Bacterial Infections*- Responsible for a variety of diseases from strep throat to meningitis and tuberculosis.
- *Fungal Infections*- There are roughly 300 types of fungi known to cause infectious disease. Common types include ringworm, blastomycosis, histoplasmosis, and pneumocystis pneumonia.
- *Parasitic Infections*- Responsible for a variety of diseases including malaria, Chagas disease, and toxocariasis.
- *Viral Infections*- Responsible for a variety of diseases including the common cold, influenza, mononucleosis, smallpox, and HIV/AIDS.

These organisms can be transmitted:

- *Person-to-person (e.g., measles, mumps, meningococcal disease, tuberculosis)*
- *By consuming contaminated food or water, also known as foodborne (e.g.: salmonella, E.coli, botulinum toxin)*
- *Through animal bites (i.e., mosquito, ticks, fleas) also known as vector-borne (e.g.: West Nile virus, dengue, Zika, malaria).*

Newly emerging infectious diseases include Ebola, Zika, Severe acute respiratory syndrome (SARS), Middle East respiratory syndrome (MERS), avian influenza. The current pandemic (COVID-19) is linked to the SARS virus. The SARS coronavirus (SARS-CoV) is a virus identified in 2003. SARS-CoV is thought to be an animal virus from an as-yet-uncertain animal reservoir, perhaps bats, that spread to other animals (civet cats) and first infected humans in the Guangdong province of southern China in 2002. In 2019, in Wuhan China a new coronavirus was discovered. The coronavirus is closely related to the SARS coronavirus. The new virus goes by both COVID-19, standing for coronavirus disease 2019, and SARS CoV-2. Additional detail about the impacts of the COVID 19 can be found under the History section.

Also, of concern are the threats of potential biological terrorism (bioterrorism), the intentional release or spread of disease (or toxins). Bioterrorism, also known as biological warfare, is not new and has been used for centuries. As early as 600 BC, military leaders have implemented practices to poison water supplies and infect citizens/soldiers to gain strategic advantages in their efforts to conquer territories. Today there have been occurrences are both at the large scale (by military) and small scale (by terrorist organizations or individuals). No matter the purpose, the release of organisms could have devastating effects on an international, national, state, or local level if it is a highly infectious disease.

Infectious disease emergencies are incidents caused by these organisms, with the potential for significant illness or death in the population. The impact of infectious disease emergencies can also the local economy through loss of production and costs of treating or preventing spread of the disease. The ability to recover from an infectious disease emergency will depend on:

- *The type of biological agent (organism)*
- *The availability of prophylaxis (i.e., vaccine) for responders and the public*
- *The scale of the current and ongoing exposure*
- *The mode of transmission and whether transmission can be interrupted*
- *Whether the event is affecting critical infrastructure such as transportation, law enforcement, health care, and the medical and food supply chains.*

There are three (3) common levels (or categories) of infectious disease emergencies: Outbreaks, Epidemics, and Pandemics.

- *Outbreak*- when there are more cases than would be normally expected, often suddenly, of an infectious disease in a community or facility.
- *Epidemic*- when there are more cases than would be normally expected of an infectious disease, often suddenly, in a population of a large geographic area.
- *Pandemic*- refers to an epidemic that has spread over several countries or continents, usually affecting a large number of people.

Outbreaks, epidemics, or pandemics can occur when a new virus emerges to which the population has little immunity. Public Health measures are used to control outbreaks, epidemics, or pandemics of

infectious diseases, and are especially important for diseases with high morbidity or mortality and limited medical prophylaxis and/or rapid treatment. Public Health measures to control disease include:

- *Isolation and quarantine of persons or products, and legal closure of food establishments*
- *Control of contaminated food through recall of product*
- *Control of contaminated water through "Do Not Use", "Do Not Drink" or "Boil Water" orders*
- *Vector control spraying to target animals, bugs, and/or inspects*

- **Location and Extent**

An infectious disease incident can occur throughout the entire city any time during year.

- **History**

Infectious diseases have been of concern for many years. It is only recently, because of COVID-19 that the potential risk has been heightened. As sited by the Centers for Disease Control and Prevention (CDC), the 20th century saw three (3) pandemics, the most notable of which was the 1918 Spanish influenza pandemic that was responsible for 20 million deaths throughout the world. The pandemics are now known to represent three (3) different antigenic subtypes of influenza A virus: H1N1 (in 1918), H2N2 (Asian Influenza in 1957), and H3N2 (Hong Kong Influenza in 1968). Not classified as true pandemics are three (3) notable epidemics: a pseudo pandemic in 1947 with low death rates, an epidemic in 1977 that was a pandemic in children, and an abortive epidemic of swine influenza in 1976 that was feared to have pandemic potential. Major influenza epidemics show no predictable periodicity or pattern, and all differ from one another. Evidence suggests that true pandemics with changes in hemagglutinin subtypes arise from genetic reassortment with animal influenza A viruses.

Currently, the world is dealing with the effects of COVID-19. According to the CDC, COVID-19 was first identified in Wuhan, China, in December 2019. Although most people who have COVID-19 have mild symptoms, COVID-19 can also cause severe illness and even death. Some groups, including older adults and people who have certain underlying medical conditions, are at increased risk of severe illness. Because it is a new virus, scientists are learning more each day. New cases of and death rates from COVID-19 are rising globally each day. Potential vaccines are being tested but to date, there is no known cure.

Locally, the City of Redlands has been impacted by COVID-19 both from an economic standpoint, as well as its citizen impacted by the virus. Other infectious disease events include the 2009 H1N1, 2003 Avian Flu, 2015-17 Zika, 2014-16 West African Ebola; 2015 West Nile, 2013 large scale Tuberculosis, 2004 botulism Type A, 2003 West Nile, and the 2020 Hepatitis A outbreak.

- **Probability**

There is an annual risk of experiencing an infectious disease outbreak in the City of Redlands. While there is a continued threat from a novel influenza virus the potential threat of outbreaks and epidemics have been increased due expanding global trade and accessible national and international travel. Infectious disease outbreaks and epidemics occur on an ongoing basis.

Aside from the City of Redlands currently dealing with the effects from COVID-19, annual outbreaks of the seasonal flu usually occur during the late fall through early spring. Most people have natural immunity, and a seasonal flu vaccine is generally available. According to the CDC, in a typical year, approximately 5

to 20 percent of the population gets the seasonal flu and flu-related deaths range from 3,300 to 48,600 (average 23,600).

Bird flu (H5N1) is an influenza A virus subtype that is highly contagious among birds; although rare, some human infections with the Bird flu virus have occurred. Most confirmed cases have occurred in Asia, Africa, the Pacific, Europe and the Near East. According to the CDC, there are currently no confirmed human cases of Bird flu infections but it remains a serious concern with the potential to cause a deadly pandemic.

Swine flu (H1N1) was first detected in the United States in April 2009. This virus was a unique combination of influenza virus genes never previously identified in either animals or people. The Swine flu virus caused more illness in young people and pregnant women than is usual for prior flu seasons, and was declared a Worldwide Pandemic by the World Health Organization.

- **Climate Change Considerations**

While many vector-borne diseases, such as malaria, yellow fever, dengue, and murine typhus, are rarely seen in the United States, the United States are susceptible to these vector-borne diseases. Many vector-borne diseases are climate sensitive and ecological shifts associated with climate change are expected to impact the distribution and incidences of these diseases. Changes in temperature and precipitation directly affect vector born disease transmission through pathogen-host interaction, and indirectly through ecosystem changes and species composition. As temperatures increases vectors can spread into new areas that were previously too cold. For example, two (2) mosquito vectors that carry malaria are now found at the U.S.-Mexico border.

5.4.1.5 WILDFIRE

- **Ranking-** *Probability*- High; *Impact*- High
- **Description**

Wildfires can be started by natural and mad-made causes. There are three (3) different classes of wild land or wildfires: 1) surface; 2) ground; and, 3) crown. A “Surface fire” is the most common type and burns along the floor of a forest, moving slowly and killing or damaging trees. A “Ground fire”; usually started by lightning, are fed by subterranean roots, and smolder on or below the forest floor. A “Crown fire” spread rapidly by wind and move quickly by jumping along the tops of trees. Wildfires can be classified as either a wildland fire or a wildland-urban interface (WUI) fire. Wildland fires involve situations where a fire occurs in an area that is relatively undeveloped except for the possible existence of basic infrastructure such as roads and power lines. A WUI fire includes situations in which a wildland fire enters an area that is developed with structures and other human developments. In WUI fires, the fire is fueled by both naturally occurring vegetation and the urban structural elements themselves. According to the National Fire Plan issued by the U.S. Departments of Agriculture and Interior, the wildland-urban interface is defined as “*…the line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.*”

The WUI fire can be subdivided into three (3) categories (NWUIFPP, 1998): 1) classic wildland-urban interface; 2) the mixed wildland-urban interface; and, 3) the occluded wildland-urban interface. The *classic wildland-urban interface* exists where well-defined urban and suburban development presses up against open expanses of wildland areas. The *mixed wildland-urban interface* is characterized by isolated

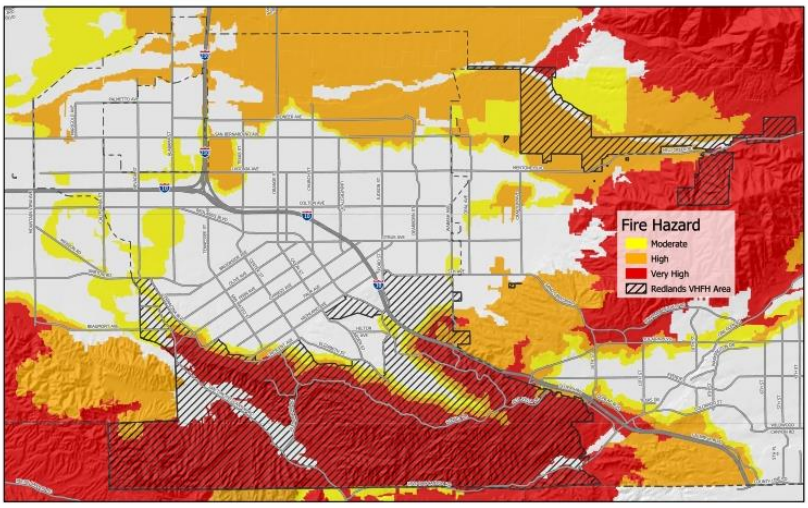
homes, subdivisions, and small communities situated predominantly in wildland settings. The *occluded wildland- urban interface* exists where islands of wildland vegetation occur inside a largely urbanized area. Generally, many of the areas at risk within the City of Redlands fall into the classic wildland-urban interface category.

Certain conditions must be present for a wildfire hazard to occur; a large source of fuel must be present, the weather must be conducive (generally hot, dry, and windy), and fire suppression sources must not be able to easily suppress and control the fire. The cause of a majority of wildfires is human-induced or lightning; however, once burning, wildfire behavior is based on three (3) primary factors: 1) fuel; 2) topography; and, weather. Fuel will affect the potential size and behavior of a wildfire depending on the amount present, its burning qualities (e.g., level of moisture), and its horizontal and vertical continuity. Topography affects the movement of air, and thus the fire, over the ground surface. The terrain can also change the speed at which the fire travels, and the ability of firefighters to reach and extinguish the fire. Weather as manifested in temperature, humidity and wind (both short and long term) affect the probability, severity, and duration of wildfires. Other factors that create concern are drought conditions and development (the build environment). Drought conditions bring on contributing concerns in that it can lead to relatively drier conditions and leave reservoirs and water tables lower; thus, creating hotter fires and less water to fight the fires. The expansion of the built environment into previously unoccupied areas introduces more people to the hazard and in some cases make response actions more challenging.

- **Location and Extent**

The climate, topography, and vegetation in Redlands is conducive to annual wildfire events. California Department of Forestry and Fire Protection, Fire and Resource Assessment Program (CDF-FRAP) was established and mandated to map areas of significant fire hazards based on fuels (vegetation), terrain, weather, and other relevant factors. These zones, referred to as Fire Hazard Severity Zones (FHSZ), define the application of various mitigation strategies to reduce risk associated with wildland fires. CDF-FRAP developed data that displays the relative risk to areas of significant population density from wildfire. This data is created by intersecting residential housing unit density with proximate fire threat, to give a relative measure of potential loss of structures and threats to public safety from wildfire. The maps below show the “very high” Fire Hazard Severity Zones located in Redlands for state and local responsibility areas (**Figure 5.9**).

Figure 5.9- Fire Hazard Severity Zones- City of Redlands



Due to a combination of topography, weather, and fuel, and exacerbated by potentially high winds and limited access, the southern portion of the City of Redlands is highly susceptible to wildland fire hazards. The slopes of San Timoteo and Live Oak canyons, the Badlands to the south, and the Crafton Hills to the east are not only difficult for firefighters and their equipment to reach, but the hill's steepness and configuration can result in the rapid upslope spread of fire.

Limited rainfall, low humidity, and seasonal high temperatures continue to contribute to the desiccation of the grasses and chaparral which cover the foothills, providing prime fuel for intense burns. Although some of the canyons are shielded from the direct impact of the powerful, dry Santa Ana winds, their occurrence generally aggravates the fire hazard. In addition, the presence of human activities in or near a wildland area dramatically increases the risk of a major fire due to careless smokers, illegal campfires, and other related risks. As noted above, the canyon areas located at the southwest of the City (and the surrounding areas) are the zones of highest hazard.

- **History**

Historically, fires in the City of Redlands have started in either San Timoteo or Live Oak Canyon and burn from a western to easterly direction, driven by prevailing winds and topography. **Figure 5.10** depicts the location of significant wildfires since 1950 in the City of Redlands, while **Table 5.4** shows the year and acres of reported wildfires in the City of Redlands since 2000.

Figure 5.10- Fire History for the City of Redlands and Vicinity, 1950-2020

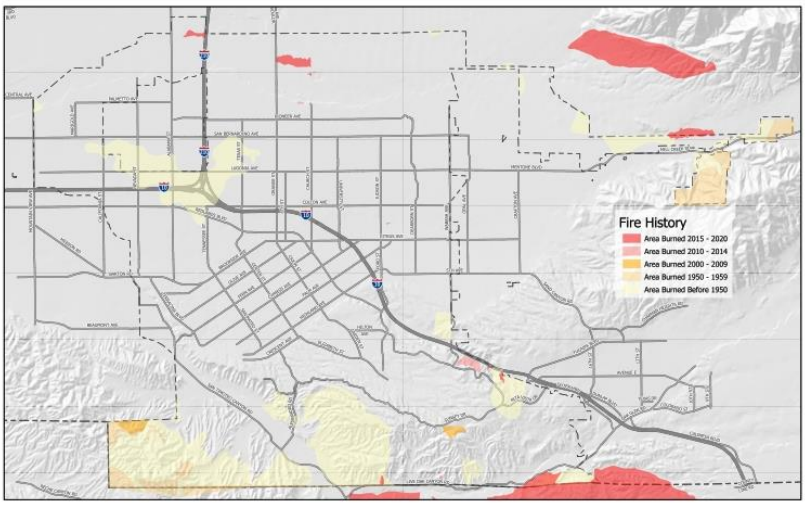


Table 5.4- Recent Fires Occurring in the Vicinity of the City of Redlands, 2000-2020

Name	Acres	Year
Reche	1,798	2001
Locust	1,899	2003
Mill Creek	173	2004
Hatchery	200	2005
Edgemont	521	2006
Garnet	119	2008
Helen Fire	22	2009
Helen Spot Fire	0	2009
River Fire	1	2010
30376 Live Oak Canyon Road	2	2011
Florida	67	2011
Greenspot	57	2012
Live Oak	73	2013
Mill	534	2013
Wabash Fire	24	2013
Orange Blossom Trail	0.3	2017
Palmer	3,872	2017
Wash Fire	11	2017
Outer Highway 10	4	2018
Freeway	1	2019
Live	3	2019
Sandalwood	1,005	2019
El Dorado	22,744	2020
Mentone Fire	41	2020
Orange Fire	37	2020
Orange Fire 2	23	2020
Bruder Fire	147	2020

- *Reche/Redlands Fires*- This wind-driven fire originated in Riverside County, in an area known as Reche Canyon. The fire burned northeast over a period of approximately 2 hours, entering San Bernardino County and threatening residents in the area of San Timoteo Canyon and Pilgrim Road. We were notified by Riverside County that the fire was moving into our county and expected to burn into San Timoteo Canyon. They requested us to assemble engines for structure protection along Pilgrim Road in San Timoteo Canyon. The fire was diverted away from these structures because of backfiring operations, air support and hand crews into San Timoteo. Overall, the fire damaged approximately 700 acres by containment.
- *Compost Fire*- This fire occurred within the High Fire Hazard Area of the City of Redlands. This area is subject to a great deal of commuter and transient activity between counties. Fire was located at 1901 Alessandro Road, and caused by illegal dumping of organic materials within the San Timoteo Canyon. Chemical reaction resulted in spontaneous combustion of the compost heap at Sunset Hills Kennels. A unified command was established, including numerous Strike Teams, Hand Crews, Fixed Wing Aircraft, Helicopters and Manpower. The fire consumed 140 acres, and resulted in one firefighter injury.
- *Canyon Fire*- Sparking from railroad train traffic ignited this vegetation fire, which started adjacent to the Southern Pacific tracks north of San Timoteo Canyon Road and west of Alessandro Road. The high temperature was 99 degrees, with humidity at 24%. The fire was one-quarter acre in size, with medium fuel and moderate rate of spread. Winds were out of the west and steady, at 10 miles per hour. Limited access and erratic winds increased the spread of the fire, which spotted along the base of the hills, west of Smiley Ridge. The fire spread north, up the west slope of the Smiley Ridge subdivision. Winds increased, causing a spot fire in the flats east of Alessandro, adjacent to Sunset Hills Ranch. Increased erratic winds caused another spot fire to occur north of the first, now in heavier brush. Incoming resources attempted a hose lay up the flanks, but terrain and weather conditions advanced the spot out of reach. Due to topography and weather conditions, additional resources were ordered. Due to the fire's potential, a unified command was established, and structure groups assigned. Aircraft dropped on all flanks of the fire, and dozers cut lines on two divisions. Hand crews were also placed on all Divisions to facilitate a line between the burned and unburned areas. The fire was 50% contained around midnight and 70% contained by 0600 hours on 9/10/96. The fire consumed 250 acres, with no loss of structures. Effective suppression tactics, ignition resistant construction requirements, residential sprinklers, and fuel modification allowed this fire to move eastward with no structure loss or damage. The fire then presented the potential of structure loss in older existing neighborhoods where these types of fuel modification had not been conditioned 15-20 years previous. This posed a threat for conflagration potential, and this is where the Fire Department would like to address hazard mitigation through grant implementation for existing property owners. Costs shown in damage figures are strictly related to overhead, manpower and equipment.

- **Probability**

The majority of work done to estimate the probability of wildfire occurrence has been around identifying the potential areas for wildfire to occur. As previously mentioned, vegetation, weather, and topography were the significant elements in identifying areas of potential threat to wildfire occurrences. The area south and east of the city of Redlands is marked by mountains, foothills, and canyons are covered in susceptible vegetation. A large amount of the native vegetation in the Redlands area is commonly called chaparral, it is a dense and scrubby bush that has evolved to persist in a fire-prone habitat. Chaparral

plants will eventually age and die; however, they will not be replaced by new growth until a fire rejuvenates the area. Chamise, manzanita and ceanothus are all examples of chaparral which are quite common in the Redlands area. The City of Redlands climate, with its warm and dry summers, contributes to low relative humidity and low fuel moistures. When combined with high fuel loading, the potential for a catastrophic wildfire event is significant. Three (3) weather conditions specific to Redlands that may cause the ignition and/or impact the behavior of wildfires are as follows:

- *Thunderstorms and the associated lightning are a significant source of fire starts, and usually occurs mid to late summer*
- *High winds can become steady up to 20 mph and gust up to 30-40 mph throughout the year but are most likely to exacerbate wildland fires during the months of August through October when dry vegetation conditions are generally present*
- *Hot, dry conditions most commonly occur in August and September*

This knowledge and understanding are a key driver in the methodology of the CDF-FRAP program. According the CDF, the FRAP "very high" Fire Hazard Severity Zone maps are based on data and models of, potential fuels over a 30- to 50-year time horizon and their associated expected fire behavior and expected burn probabilities to quantify the likelihood and nature of vegetation fore exposure to buildings. This indicates a very high likelihood of wildfire occurrence in the area. As such, Redlands is susceptible to annual wildfire risk. An aspect of wildfires that needs greater consideration within the City of Redlands is man-made caused wildfires. Over the past few years, the City has noticed an increase in the number of wildfires started by arsonists, illegal homeless encampments, and improper use of fireworks. All of these factors have increased the probability of wildfires in the City.

- **Climate Change Considerations**

Climate change plays a significant role in wildfire hazards. The changing conditions from wet to dry can create more fuel; the increased possibility of high winds increase risk and present a challenge, and drought conditions could hinder ability to contain fires. Large wildfires also have several indirect effects beyond those of a smaller, local fire. These may include air quality and health issues, road closures, business closures, and other forms of losses. Furthermore, large wildfires increase the threat of other disasters such as landslide and flooding.

5.4.1.6 WINDSTORM

- **Ranking**- *Probability*- High; *Impact*- Medium
- **Description**

Winds are often referred to according to their strength, and the direction from which they are blowing. Wind is caused by the difference in pressure from one point on the earth's surface to another. Wind is created by air moving from the area of "*higher*" pressure to the area of "*lower*" pressure; the difference in pressure over a certain distance, determines the strength of the wind. Air does not move directly from the point of highest pressure to the point of lowest pressure. The earth's rotation affects the air flow by deflecting it to the right. This effect is called the Coriolis Effect. In the Northern Hemisphere, this causes air to flow clockwise around high-pressure areas and counter-clockwise around low-pressure areas.

Winds are categorized by types and each type is associated with wind speeds: breeze (<0-31 mph), gale (32-65 mph), storm (66-72 mph), and hurricane (73-139> mph). Within each category are sub classifications with differential names depending on geographic location (i.e., tropical depression, tropical storm/cyclone) and/or categories (i.e., category 3 hurricane). Damage from winds account for half of all severe reports in the lower 48 states and is more common than damage from tornadoes. Winds are also measured using the Beaufort Scale. The Beaufort Scale categories winds by wind speed, using Force categories between 0-12 to measure speed and summarize descriptions (**Table 5.5**).

Table 5.5- Beaufort Scale

Category (Force)	Speed (MPH)	Description
0	0-1	Calm. Smoke rises vertically and the sea is flat.
1	1-3	Light air. The direction of the wind is shown by drifting smoke, but not wind vanes.
2	4-7	Light breeze. Wind is felt on the face, leaves rustle, and wind vanes move. Small wavelets appear on the ocean, but do not break
3	8-12	Gentle breeze. Leaves and small twigs are in motion, and light flags extend. Larg3 wavelets appear on the ocean and crests begin to break.
4	13-18	Moderate breeze. Dust and loose paper become airborne, and small branches move. Small waves appear on the ocean.
5	19-24	Fresh breeze. Small trees begin to sway and moderate waves appear.
6	25-31	Strong breeze. Large branches are in motion, and holding an umbrella becomes difficult. Large waves begin to form.
7	32-38	Near gale. Whole trees are in motion, and walking against the wind can be hard. Foam from breaking waves is blown in streaks.
8	39-46	Gale. Walking is difficult and twigs break off trees.
9	47-54	Severe gale. There is slight structural damage, and the crests of waves begin to topple.
10	55-63	Storm. Trees are uprooted and there is considerable damage to structures. Very high waves form in long, overhanging crests.
11	63-72	Violent storm. There is widespread structural damage, exceptionally high waves form, and the ocean is completely covered in foam.
12	>73	Hurricane. There is devastating structural damage. On the ocean, the air is filled with foam and spray.

For the purposes of the LHMP, windstorms include both 1) cyclonic winds and 2) significant straight-line, with little-to-no precipitation.

Cyclonic winds are the wind which swirl counter-clockwise in the northern hemisphere or clockwise in the southern hemisphere. The biggest differences between hurricanes and tornadoes are how big they are and how long they last. Hurricanes are typically hundreds of miles in diameter, with high winds and heavy rains over the entire region. Hurricanes can last for days or even weeks. Tornadoes usually last no more than a few minutes.

- *Hurricane*- A rotating low-pressure weather system (storm) that has organized thunderstorms but no fronts (a boundary separating two air masses of different densities. Hurricanes originate in the Atlantic basin, which includes the Atlantic Ocean, Caribbean Sea, and Gulf of Mexico, the eastern North Pacific Ocean, and, less frequently, the central North Pacific Ocean. Hurricanes develop in stages; working their way up to hurricane status:
  - *Tropical Wave*- A low-pressure trough moving generally westward with the trade winds.

- *Tropical Disturbance*- An organized area of thunderstorms that usually forms in the tropics. Typically, they maintain their identity for 24 hours and are accompanied by heavy rains and gusty winds.
- *Tropical Cyclone*- A generic term for any organized low pressure that develops over tropical and sometimes sub-tropical waters. Tropical depressions, tropical storms, and hurricanes are all example of tropical cyclones.
- *Tropical Depression*- An organized area of low pressure in which sustained winds are 38 mph or less.
- *Tropical Storm*- A tropical cyclone with maximum sustained wind speeds that range from 39 to 73 mph.
- *Hurricane*- A tropical cyclone with sustained winds of at least 74 mph.

After the storm reaches Hurricane status, the Saffir-Simpson Hurricane Wind Scale is used to categorizes hurricanes by sustained wind speeds (**Table 5.6**).

Table 5.6- Saffir-Simpson Hurricane Wind Scale

Category	Wind Speed	Description
1	74-95	Very dangerous winds will produce some damage: Well-constructed frame homes could have damage to roof, shingles, vinyl siding and gutters. Large branches of trees will snap and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days
2	96-110	Extremely dangerous winds will cause extensive damage: Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3	111-129	Devastating damage will occur: Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes
4	130-156	Catastrophic damage will occur: Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months
5	>156	Catastrophic damage will occur: A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months

- *Tornado*- A tornado is a rapidly (violent) rotating column of air that is in contact with both the surface of the Earth and a cumulonimbus cloud or, in rare cases, the base of a cumulus cloud. Tornadoes come in many shapes and sizes, and are often visible in the form of a condensation funnel originating from the base of a cumulonimbus cloud, with a cloud of rotating debris and dust beneath it. Most tornadoes have wind speeds less than 110 miles per hour, are about 250 feet across, and travel a few miles before dissipating. The most violent tornadoes are capable of tremendous destruction with wind speeds of up to 300 mph. They can destroy large buildings, uproot trees and throw vehicles hundreds of yards. They can also drive straw into trees. Damage paths can be in excess of one mile wide to 50 miles long.

Most tornadoes form from thunderstorms. They need warm, moist air from the Gulf of Mexico and cool, dry air from Canada. When these two air masses meet, they create instability in the atmosphere. A change in wind direction and an increase in wind speed with increasing height creates an invisible, horizontal spinning effect in the lower atmosphere. Rising air within the updraft tilts the rotating air from horizontal to vertical. An area of rotation, 2-6 miles wide, now extends through much of the storm. Most strong and violent tornadoes form within this area of strong rotation. Tornadoes are measured by the Fujita Tornado Scale (**Table 5.7**) which classifies tornadoes by intensity categories, based on the maximum winds occurring within the funnel.

Table 5.7- Fujita Tornado Scale

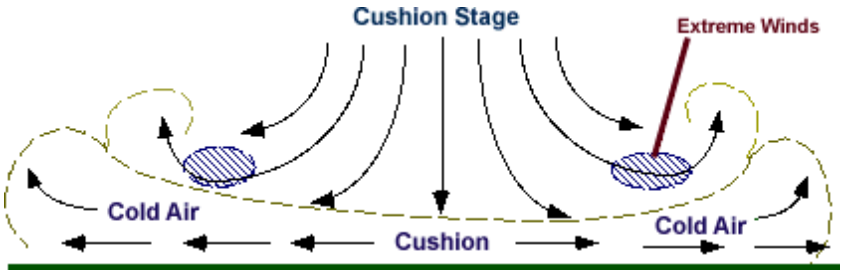
Category	Wind Speed	Description
F0	40-72 miles per hour	Gale Tornado. Light Damage: Some damage to chimneys; breaks twigs and branches off trees; pushes over shallow-rooted trees; damages signboards; some windows broken; hurricane wind speed begins at 73 miles per hour.
F1	73-112 miles per hour	Moderate Tornado. Moderate Damage: Peels surfaces off roofs; mobile homes pushed off foundations or overturned; outbuildings demolished; moving autos pushed off the roads; trees snapped or broken.
F2	113-157 miles per hour	Significant Tornado. Considerable Damage: Roofs torn off frame houses; mobile homes demolished; frame houses with weak foundations lifted and moved; boxcars pushed over; large trees snapped or uprooted; light-object missiles generated.
F3	158-206 miles per hour	Severe Tornado. Severe Damage: Roofs and some walls torn off well-constructed houses; trains overturned; most trees in forests uprooted; heavy cars lifted off the ground and thrown; weak pavement blown off roads.
F4	207-260 miles per hour	Devastating Tornado. Devastating Damage: Well-constructed homes leveled; structures with weak foundations blown off some distance; cars thrown and disintegrated; large missiles generated; trees in forest uprooted and carried some distance away.
F5	261-318 miles per hour	Incredible Tornado. Incredible Damage: Strong frame houses lifted off foundations and carried considerable distance to disintegrate; automobile-sized missiles fly through the air in excess of 300 feet (100 meters); trees debarked; incredible phenomena will occur.
F6-12	>319 miles per hour	The maximum wind speeds of tornadoes are not expected to reach the F6 wind speeds.

Straight-line winds are common with the gust front of a thunderstorm or originate with a downburst from a thunderstorm. The winds can gust to 130 mph and winds of 58 mph or more and can last for more than twenty minutes. Straight-line wind events are most common during the spring when instability is highest and weather fronts routinely cross the country. These storms have wind speeds capable of reaching up to 100 mph, capable of producing a path of damage extending for hundreds of miles. Terms and characteristics of damaging straight-line wind events include:

- *Derecho*- Derechos, Spanish for “straight”, are a widespread, long-lived, straight-line wind storm event that is associated with a land-based, fast-moving group of severe thunderstorms. Derechos can cause hurricane-force winds, tornadoes, heavy rains, and flash floods. A warm-

weather phenomenon, derechos occur mostly in summer, especially during June, July, and August.

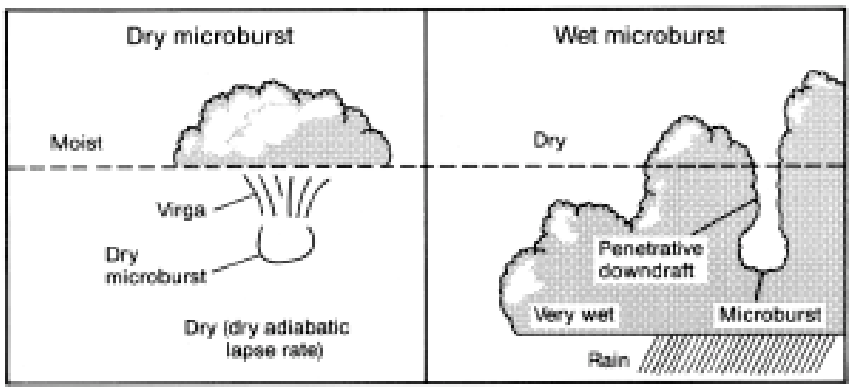
- *Updrafts/Downdraft*- Localized regions of warm or cool air will exhibit vertical movement (updrafts/downdrafts). Updrafts are small-scale current of rising air, often within a cloud. A mass of warm air will typically be less dense than the surrounding region, and so will rise until it reaches air that is either warmer or less dense than itself. The converse will occur for a mass of cool air, and is known as subsidence. This movement of large volumes of air, especially when regions of hot, wet air rise, can create large clouds, and is the central source of thunderstorms. Drafts can also be conceived by low or high-pressure regions. A low-pressure region will attract air from the surrounding area, which will move towards the center and then rise, creating an updraft. A high-pressure region will then attract air from the surrounding area, which will move towards the center and sink, spawning a downdraft.
- *Downburst*- Strong, downdraft winds flowing out of a thunderstorm cell. A downburst is a straight- direction surface wind in excess of 39 miles per hour caused by a small-scale, strong downdraft from the base of convective thundershowers and thunderstorms. Downbursts of all sizes descend from the upper regions of severe thunderstorms when the air accelerates downward through either exceptionally strong evaporative cooling or by very heavy rain, which drags dry air down with it. When the rapidly descending air strikes the ground, it spreads outward in all directions, like a fast-running faucet stream hitting the bottom of the sink.



There are two (2) sub-categories of downbursts: the larger macrobursts and small microbursts.

Macroburst- Macrobursts are downbursts with winds up to 117 miles per hour which spread across a path greater than 2.5 miles wide at the surface and which last from 5 to 30 minutes.

Microburst- Microbursts are strong, damaging winds which strike the ground and often give the impression a tornado has struck. They frequently occur during intense



thunderstorms. The origin of a microburst is downward moving air from a thunderstorm's core. But unlike a tornado, they affect only a rather small area, less than 2.5 miles in diameter from the initial point of downdraft impact. An intense microburst can result in damaging winds near 170 miles per hour and often lasts for less than five minutes. There are two (2) types of microburst windstorms: dry and wet.

- *Gust Front*- A gust front is the leading edge of rain-cooled air that clashes with warmer thunderstorm inflow. Gust fronts are characterized by a wind shift, temperature drop, and gusty winds out ahead of a thunderstorm. Sometimes the winds push up air above them, forming a shelf cloud or detached roll cloud.
- *Haboob*- Haboobs, Arabic for blasting/drifting, is a type of intense dust storm carried on an atmospheric gravity current (i.e., thunderstorm), also known as a weather front. When a thunderstorm collapses, and begins to release precipitation, wind directions reverse, gusting outward from the storm and generally gusting the strongest in the direction of the storm's travel. Haboobs occur regularly in arid regions throughout the world.

In Southern California, Santa Ana winds are considered a windstorm event. Santa Ana winds are katabatic winds- Greek for *"flowing downhill"*. These winds occur below the passes and canyons of the coastal ranges of Southern California and in the Los Angeles basin. Santa Ana winds often blow with exceptional speed in the Santa Ana Canyon (the canyon from which it derives its name). Santa Ana winds are strong, extremely dry (low humidity) down-slope winds that originate from cool, dry high pressure air masses in the Great Basin region (the high plateau east of the Sierra Mountains and west of the Rocky Mountains, including most of Nevada and Utah) and affect Southern California. These winds come up, over, and are pulled southward down the eastern side of the Sierra Nevadas and into the Southern California region. The air warms as it descends toward the California coast at the rate of 5 degrees Fahrenheit per 1000 feet due to compressional heating. Thus, compressional heating provides the primary source of warming. The air is dry since it originated in the desert, and it dries out even more as it is heated.

Forecasters at the National Weather Service offices in Oxnard and San Diego usually place speed minimums on these winds and reserve the use of "*Santa Ana*" for winds greater than 25 knots. These winds accelerate to speeds of 35 knots as they move through canyons and passes, with gusts to 50 or even 60 knots. Santa Ana winds can happen anytime during the year but are most prevalent in the autumn and winter months. The most significant hazard associated with Santa Ana winds is an increased wildfire danger, but Santa Ana winds can also cause downed trees and power lines, and property damage, as well as causing potentially hazardous conditions for RV's, semi-trailers, aircraft and boaters.

- **Location and Extent**

Although tornadoes and hurricanes are rare, the entire City of Redlands is susceptible to various types of windstorms.

- **History**

As mentioned, tornadoes and hurricanes are rare in the area but the City of Redlands has experienced significant straight-line winds events. Over the past five (5) years, the City has noticed an increase in local straight-line wind events. Many of the straight-line wind events do not rise to the level of significance or require the activation of the City's EOC but they do leave behind a trail of damage. The straight-line wind

events range in strength of wind and duration but they all have similar impacts; downed trees and powerlines, injuries, and minor structural damage. These straight-line wind events create issues for local resident and business, including property damage and traffic congestion.

- **Probability**

The City of Redlands is at risk of windstorms at any given time during the calendar year. However, as previously mentioned they are more prevalent in the autumn and winter months. Santa Ana winds, which commonly occur between October and February, and can, reach speeds of more than 100 miles per hour. Tornadoes and/or Hurricanes occur infrequently in California, which has a statewide average of just 5 tornadoes/hurricanes a year. This is significantly less than states located in the US' "*tornado alley*", which can experience as many as 50–100 tornadoes per year or along the southern Atlantic US/Gulf of Mexico region which can experience twelve (12) named storms, six (6) hurricanes, and three (3) major hurricanes each year**.** In addition, most California tornadoes and hurricanes are considered "weak"; the historical average occurrence rate of Strong – Violent events in California is zero.

- **Climate Change Considerations**

Climate change will play a significant role with windstorm events. The changing conditions are expected to cause a significant amplification to many existing conditions. Because of this, climate change might impact the frequency and intensity of windstorms. Climate change, although still being studied, could have an effect on high- and low-pressure zones. High- and low-pressure zones are created by many factors, but many are related to uneven heating of the earth's surface by the sun. Many of the factors that go into the heating of the earth's surface, but many may be impacted by Climate change (i.e., type of vegetation in areas impact ability to absorb heat, amount of snow cover which reflects heat). In addition to altering and possibly increasing frequency of significant winds in the area. This indicates that the City of Redlands could experience a greater number of windstorm events in the future.

5.4.2 TIER II

The hazards, in alphabetical order, under Tier 1I include: Aircraft Accident/Incident; Civil Disturbance; Drought; Extreme Temperature, Hazardous Material Accident; Infestation; Landslide; Technology Disruption; and, Train Accident/Incident.

5.4.2.1 AIRCRAFT ACCIDENT/INCIDENT

- **Ranking-** *Probability*- Medium; *Impact*- Medium
- **Description**

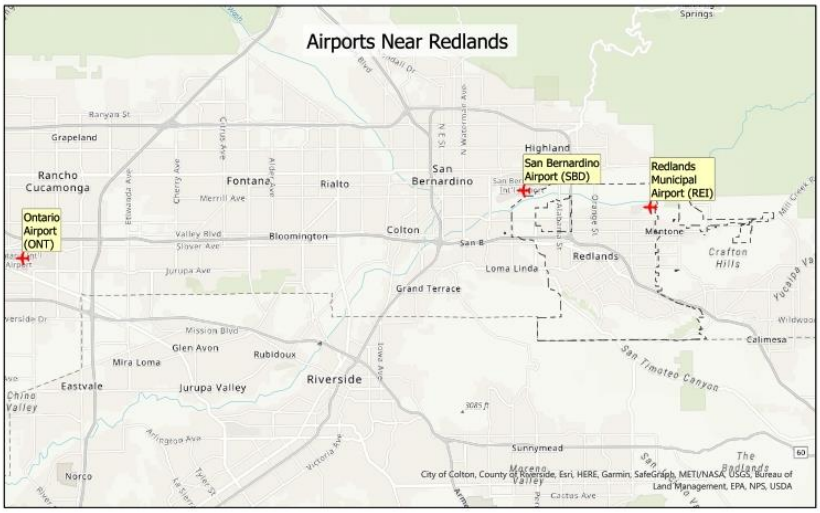
Aircraft Accidents/Incidents can occur "*in-flight*" or "*on ground*", that either cause death and injuries or cause substantial damage to an aircraft and/or airport facilities. This can include fatalities or injuries as a result of: 1) being in the aircraft, 2) direct contact with any part of the aircraft, including parts which have become detached from the aircraft, or 3) direct exposure to jet blast (with excepts). Damages includes accidents/incidents that affect the structural strength, performance or flight characteristics of the aircraft and/or airport requiring major repair or replacement and incidents where the aircraft is missing or is completely inaccessible. For purposes of this LHMP, the definition of "aircraft accident" does not include "unmanned aircraft accident,".

- **Location and Extent**

Since 1947, the Redlands Municipal Airport (REI) has been serving the area's aviation community. Redlands Municipal Airport is a 180-acre facility with a 4,570 foot long by 75-foot-wide runway serving

approximately 240 based aircraft. In addition to the Redlands Municipal Airport, the Ontario International Airport (ONT) and the San Bernardino International Airport (SBD) are in close proximity to the City of Redlands. **Figure 5.11** depicts the location of the three (3) local airports in the general area of the City of Redlands.

Figure 5.11- Airports Around the City of Redlands



In addition to the local airports, there are four (4) large commercial airports operating in the region. The City of Redlands is transected by the flight pattern from LAX, ONT, SBD, and March Air Reserve Base.

- **History**

The City of Redlands has suffered several accidents/incidents in the past. **Table 5.8** provides an overview of the events that have occurred since 2008, according to the National Transportation Safety Board (NTSB) Case Analysis and Reporting Online (CAROL) Query Tool. All reported aircraft accidents involved small craft, aircraft.

Table 5.8- Aircraft Accidents Since 2008

Accidents	Total	Dates
Incidents	8	
Incident Injury Type		
Fatal	*3*	*Jun 2020, Feb 2010, Sep 2009*
Serious	*1*	*Sep 2011*
Minor	*1*	*Mar 2015*
None	*3*	*May 2015, Jul 2013, Sep 2011*

- **Probability**

The possibility of an aircraft accident/incident occurring in the City of Redlands will continue to exist due to the location (and existing use) of the Redlands Municipal Airport, SBD, ONT, and March Air Reserve Base. It is worth to note, that the Redlands Municipal Airport also supports the US Forest Service and CAL FIRE NOT heliports during fire seasons. Based on historic events and known increase safety standards, it is anticipated that future accidents/incidents will be minimal. The risk to the City of Redlands associated with these types of accidents/incidents is similar to other general aviation airports in southern California.

- **Climate Change Considerations**

While there are many devices that monitor and/or track weather conditions, it is expected that changing conditions are going to impact air travel. From the simplest of impacts from temperatures altering takeoffs and landing, to increase in rains and winds altering flight patterns, changes in our environment could increase the likelihood of an aircraft accidents/incidents.

5.4.2.2 CIVIL DISTURBANCE

- **Ranking-** *Probability*- Medium; *Impact*- Medium
- **Description**

Civil Disturbance is a term generally used to describe disorderly conduct or a breakdown of orderly society by a large group of people. Civil Disturbance can range from a form of protest against major socio-political problems to riots.

- **Location and Extent**

Civil Disturbance can occur in any part of the City of Redlands. However, it is generally located within larger, more concentrated, commercial areas.

- **History**

No significant historical incidents to report to date. However, there have been a few small incidents that have occurred due to recent social and political movements.

- **Probability**

There are no studies that predict the probability of civil disturbance occurrences.

- **Climate Change Considerations**

While there is no direct linkage between climate change and civil disturbances, there could be indirect linkages. As climate change impacts are either felt or perceived to be felt it could ignite passions within people to demonstrate against possible causes or enablers.

5.4.2.3 DROUGHT

- **Ranking-** *Probability*- Medium; *Impact*- Low
- **Description**

Drought can best be thought of as a condition of water shortage for a particular user in a particular location. Drought is a gradual phenomenon and generally are not signified by one or two dry years. California's extensive system of water supply infrastructure (reservoirs, groundwater basins, and interregional conveyance facilities) generally mitigates the effects of short-term dry periods for most water users. However, drought conditions are present when a region receives below-average precipitation, resulting in prolonged shortages in its water supply, whether its water supply is provided by atmospheric, surface, or ground water means. A drought can last for months or years, or may be declared after as few as 15 days.

Drought is not a purely physical phenomenon, but rather an interplay between natural water availability and human demands for water supply. The precise definition of drought is made complex owing to political considerations, but there are generally four (4) types of conditions that are referred to as drought:

- *Meteorological drought is brought about when there is a prolonged period with less than average precipitation.*
- *Agricultural drought is brought about when there is insufficient moisture for average crop or range production. This condition can arise, even in times of average precipitation, owing to soil conditions or agricultural techniques.*
- *Hydrologic drought is brought about when the water reserves available in sources such as aquifers, lakes, and reservoirs fall below the statistical average. This condition can arise, even in times of average (or above average) precipitation, when increased usage of water diminishes the reserves.*
- *Socioeconomic drought associates the supply and demand of water services with elements of meteorological, hydrologic, and agricultural drought. Socioeconomic drought occurs when the demand for water exceeds the supply as a result of weather-related supply shortfall.*

The U.S. Drought Monitor, established in 1999, is a weekly map of drought conditions produced jointly by the National Oceanic and Atmospheric Administration, the U.S. Department of Agriculture, and the National Drought Mitigation Center at the University of Nebraska-Lincoln. The map is based on measurements of climatic, hydrologic and soil conditions as well as reported impacts and observations from more than 350 contributors around the country. Droughts are generally categorized into five (5) categories: D1) Abnormally Dry, D2) Moderate Drought; D3) Severe Drought; D4) Extreme Drought; and, D5) Exceptional Drought. There are many considerations that are factored into the determining the drought status; these include consideration of status on the: Palmer Drought Severity Index; CPC Soil Moisture Model; USGS Weekly Streamflow; Standardized Precipitation Index; and Objective Drought Indicator Blends.

- **Location and Extent**

The entire City of Redlands is subject to drought conditions and water shortages.

- **History**

It was only recently that the State of California emerged from a proclaimed a State of Emergency due to extremely dry conditions. The longest duration of drought (D1-D4) in California lasted 376 weeks beginning on December 27, 2011 and ending on March 5, 2019. The most intense period of drought occurred 2014 and 2017, where at its peak over 50% of the land in California was under Exceptional Drought (D4) conditions. The City of Redlands has experienced several droughts, most recently during the statewide drought from 2011-2019.

- **Probability**

In any given year, California and the City of Redlands can be subject to drought conditions and water shortages. This is especially true since much of the water is provided by outside resources, resources that a shared with others. It is also important to note that droughts do not happen over night, they are a slow buildup of conditions. On average, seventy-five percent (75%) of the state's annual precipitation occurs in the "wet season"- *November thru March*. December, January, and February generally see the most precipitation but there have been many early and late season storms that bring in a substantial amount

of precipitation. One of the best ways to predict drought conditions is to study the status of the El Niño Southern Oscillation (ENSO) patterns. In California. ENSO is a periodic shifting of ocean atmosphere conditions in the tropical Pacific that ranges from El Niño (warm phase) to neutral to La Niña (cold phase). La Niña conditions tend to favor a drier outlook for Southern California; while the El Niño conditions favor stronger, and wetter storms.

- **Climate Change Considerations**

Climate change has the potential to make drought events more common in the West, including California. Extreme heat creates conditions more conducive for evaporation of moisture from the ground, thereby increasing the possibility of drought. A warming planet could lead to earlier melting of winter snow packs, leaving lower stream flows and drier conditions in the late spring and summer. Snow packs are important in terms of providing water storage and ensuring adequate supply in the summer, when water is most needed. Changing precipitation distribution and intensity have the potential to cause more of the precipitation that does fall to run-off rather than be stored. The result of these processes is an increased potential for more frequent and more severe periods of drought.

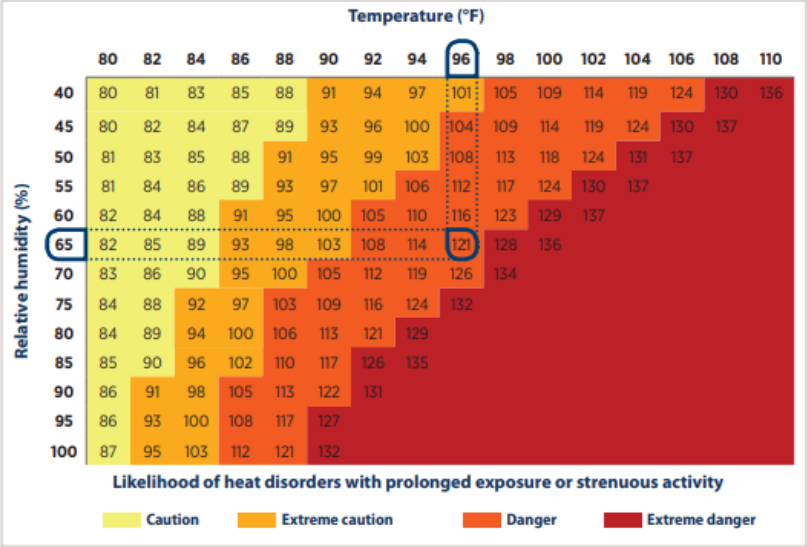
5.4.2.4 EXTREME TEMPERATURE

- **Ranking-** *Probability*- Medium; *Impact*- Low
- **Description**

For the purposes of the LHMP, Extreme Temperatures include both 1) extreme heat and 2) freezing weather conditions.

Extreme Heat conditions, according to the EPA and CDC, is defined as weather that is much hotter and more humid than average for a particular time and place. The heat index is a measure of how hot it feels when relative humidity is factored in with the actual air temperature (**Figure 5.12**). Relative humidity is the percentage of moisture in the air compared with the maximum amount of moisture the air can hold. Humidity is an important factor in how hot it feels because when humidity is high, water doesn't evaporate as easily, so it's harder for your body to cool off by sweating.

Figure 5.12- NOAA's National Weather Service Heat Index



Extreme heat is not just a nuisance; it kills hundreds of Americans every year and causes many more to become seriously ill. Measures to prevent illness are generally common sense, including staying cool indoors, keeping hydrated, limiting physical activity, and monitoring those at highest risk.

Freeze conditions are noted when there are sustained temperatures below freezing (32F). Prolonged freezing temperatures can pose a risk to vulnerable populations, particularly if combined with power outages. When combined with precipitation, ice can form on roadways, trees, and power lines creating secondary hazard conditions. Extreme cold can result in significant damage to homes and businesses (e.g., from burst pipes), and can cause significant health problems, such as hypothermia and frostbite. Agriculture and livestock are subject to damage and life loss, and may cause economic impacts as well. The NOAA provides three (3) different categories of actions for freeze events: advisory, watch, and warning.

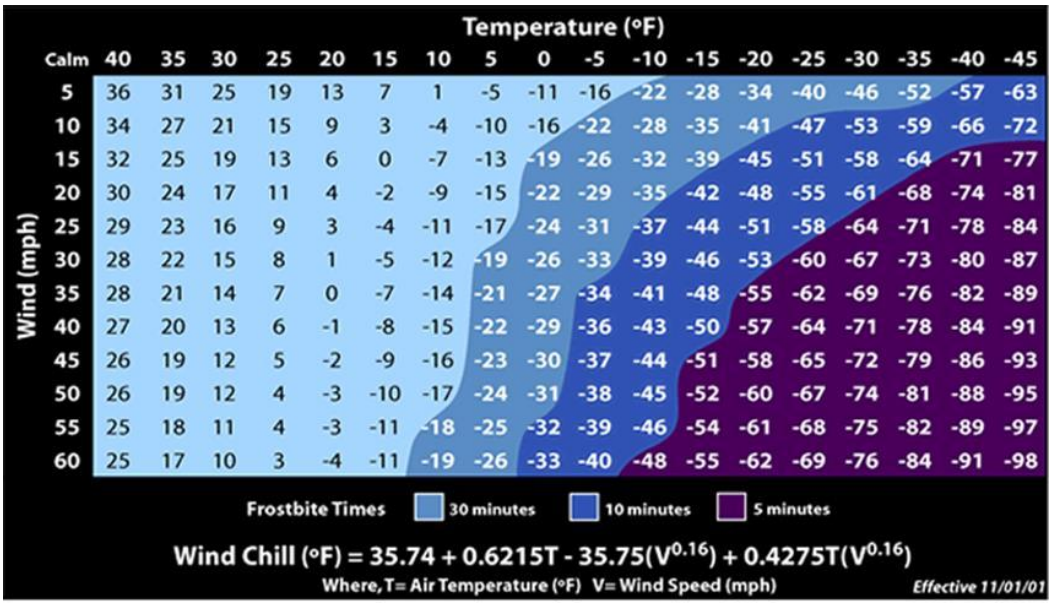
- *Frost Advisory* is issued when the minimum temperature is forecast to be 33 to 36 degrees on clear and calm nights during the growing season.
- *Freeze Watch* is issued when there is a potential for significant, widespread freezing temperatures within the next 24–36 hours.
- *Freeze Warning* is issued when significant, widespread freezing temperatures are expected.

Prolonged freezing temperatures can pose a risk to vulnerable populations, particularly if combined with power outages. Exposure to cold can cause significant health problems, such as frostbite or hypothermia and become life-threatening. When combined with extreme cold temperatures, winds can compound the events creating a phenomenon known as "wind chill" factor.

Wind Chill is the term used to describe the rate of heat loss on the human body resulting from the combined effect of low temperature and wind. As winds increase, heat is carried away from the body at a faster rate, driving down both the skin temperature and eventually the internal body temperature. Animals are also affected by wind chill; however, cars, plants and other objects are not. **Figure 5.13** shows the NWS Wind Chill Chart which uses science and other information to provide an

accurate, understandable, and useful formula for calculating the dangers from winter winds and freezing temperatures.

Figure 5.13 -Wind Chill Chart



- **Location and Extent**

The entire city is subject to Extreme Heat and/or Freeze conditions. While, this will affect humans, a significant impact would be felt on livestock and agriculture. The City of Redlands also has several agriculture growers that produce citrus and other crops.

- **History**

The City of Redlands experiences extreme temperatures on an annual basis. In most instances, the events are short in duration and do not create significant impacts on the community. Some of the minor events do require the City to take action including dissemination of Public Service Announcements, checking in with vulnerable populations (elderly, homeless), and opening and/or coordinate with others to open heating and/or cooling centers. Some of the more significant extreme weather events in the region include:

- *In 2010 an extreme heat event occurred in impacting the Southeastern Desert Region.*
- *In 2007 an extreme cold event damaged citrus, row, field and nursery crops county-wide, including agriculture.*
- *In 2006, San Bernardino County experienced an extreme heat event affecting the Valley communities.*

- **Probability**

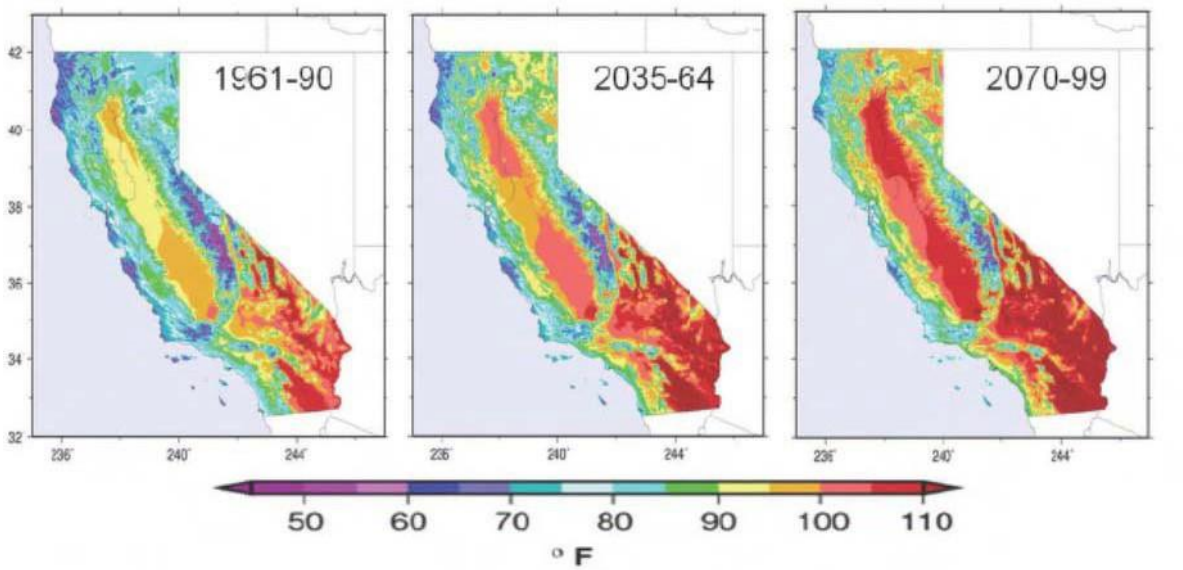
In any given year the City could experience Extreme Heat or Freeze events.

- **Climate Change Considerations**

Climate plays a significant role in Excessive Heat and Freeze events. As temperatures rise and fall due to changing conditions, Californians will face greater possibility of Extreme Heat or Freeze events. Depending on the model and the study referenced, freezing spells are likely to increase and/or decrease in frequency

as climate conditions change. By mid-century, extreme heat events in urban centers could cause two to three times more heat-related deaths than occur today. By 2100, The California Energy Commission is projecting hotter temperatures are expected throughout the state, with an increase of 3 to 5.5°F under the lower emissions scenario and 8 to 10.5°F under the higher emissions scenario (**Figure 5.14**).

Figure 5.14- Comparison between Historic and Projected Temperature



According to the EPA and CDC, the chances are increasing that an Extreme Heat or Freeze event could happen where you live because, the average temperatures are rising, both in the United States and around the world:

- *Globally, the annual average temperature has been rising since the beginning of the 20th century, and temperatures are expected to continue to rise through the end of this century.*
- *Worldwide, 15 of the 16 warmest years on record have occurred since 2000, with the exception of 1998*

5.4.2.5 HAZARDOUS MATERIAL ACCIDENT

- **Ranking**- *Probability*- Medium; *Impact*- Medium
- **Description**

Hazardous materials are used and/or created in manufacturing, agriculture, service industries (e.g., gas stations, dry cleaners), and health care facilities. Several household products such as cleaning supplies and paint are also considered hazardous materials. These chemicals and hazardous materials may be corrosive or otherwise damaging over time. The US Department of Transportation (US DOT) classifies hazard chemicals/materials into the following classification system:

- *Class 1*- Explosives
- *Class 2*- Flammable, non-flammable, and poisonous gases
- *Class 3*- Flammable liquids
- *Class 4*- Flammable, spontaneously combustible, and dangerous when wet solids
- *Class 5*- Oxidizers and organic peroxides
- *Class 6*- Toxic (poisonous) substances

- *Class 7*- Radioactive materials
- *Class 8*- Corrosive substances
- *Class 9*- Miscellaneous dangerous goods/hazardous materials and articles

The release of these chemicals and/or materials into a community can have devastating effects. A hazardous materials release could also result in public health risks, fires, and/or explosions. Contamination may be carried out of the immediate area of the incident by people, vehicles, wind, and water. Weather conditions can increase the size and intensity of the Hazardous Materials Release. Typography, such as hills and canyons, can increase the size of the release or make it more difficult to contain. There are several types of hazardous materials releases:

- *Fixed-Site Releases*- releases involving the production and manufacturing, handling, and storage of a hazardous product at a single facility as well as any releases that may occur at a designated hazardous waste disposal site.
- *Transportation-Related Releases*- Includes releases that occur while the hazardous material is in transit from one facility to another or en route to be disposed of at a designated hazardous waste disposal site (e.g., on highways, railways, airports, or in pipelines).
- *Intentional Releases*- includes criminal acts and acts of terrorism in which a hazardous material is used to intentionally cause injuries and/or fatalities, damage the environment and/or property, or advance a political or social agenda.

- **Location and Extent**

As outlined above, hazardous materials can be found throughout the community. The location and identity of facilities that store hazardous materials must be reported to local and federal governments as required by the Emergency Planning and Community Right-to-Know Act (EPCRA). Many facilities have their own hazardous materials guides and response plans, including transportation companies who transport hazardous materials. The release of hazardous materials into the environment can cause a multitude of problems. Although these incidents can happen almost anywhere, certain areas of Redlands are at higher risk, such as near roadways that are frequently used to transport hazardous materials and locations with industrial facilities that use, store, and/or dispose of such materials. Areas crossed by railways, waterways, airways, and pipelines also have increased potential for mishaps. **Table 5.9** provides a list of sites within the City of Redlands.

Table 5.9- Registered Hazardous Chemical Sites in the City of Redlands

Site/Facility Name	Location
Crafton-Redlands area	Bunker hill groundwater sub-basin
Edison/Redlands II (Redlands Boulevard) MGP	501-525 w. Redlands Boulevard at Kendall
Jorco Chemical Company	32185 east outer Highway 10
Judson Street Elementary School	Judson Street/Pennsylvania Avenue
Layne Christensen Redlands property	1675 West Park Avenue
Lockheed Propulsion Corporation	1500 Crafton Avenue
New High School No.3	Texas Street/w. Pioneer Avenue
QA Processor Service	302 Alabama Street, ste8
Redlands Airport	1745 Sessums Drive
Redlands Community Day School	Alabama Street/West Park Avenue
Redlands Early Education Center	1712 West Park Avenue
Redlands Farming Company	780 West San Bernardino Avenue
SoCal gas/Redlands I (State Street.) MGP	State Street at Redlands Boulevard

Teledyne Battery Products	840 W Brockton Avenue

- **History**

A significant hazardous materials events in San Bernardino County included the February 1996 train derailment in the Cajon Pass. A 49-car Burlington Northern-Santa Fe freight train en route from Barstow, California, to Los Angeles, derailed near Cajon Junction, killing the conductor and a trainman, and seriously injuring the engineer. The derailment resulted in a rail car pile-up which included five cars containing hazardous materials. The train ignited, and continued to burn for several days, requiring immediate closure of I-15, extended closure of SR-138, and a secondary closure of I-15 three days later due to the potential explosion of a tank car containing butyl acrylate. In addition to the train crew casualties, 32 people suffered minor injuries (21 police officers, 8 California Transportation Department personnel, and 3 civilians). According to the National Transportation Safety Board (NTSB), the total economic cost of the incident reached almost $9.5 million, including equipment, environmental and other costs.

Within the City of Redlands, the Fire Department has the responsibility for responding to hazardous materials incidents. The City of Redlands Fire Department has responded to a series of hazardous material incidents over the years. While most are routine in natural and do not require significant resources, there have been a handful of incidents that have required greater response and recovery coordination/effort. **Figure 5.15** depicts the location of the more significant hazardous material incidents within the City of Redlands between 1999-2020 and **Table 5.10** provides details of the events.

Figure 5.15- Hazardous Material Spills City of Redlands (1999-2020)

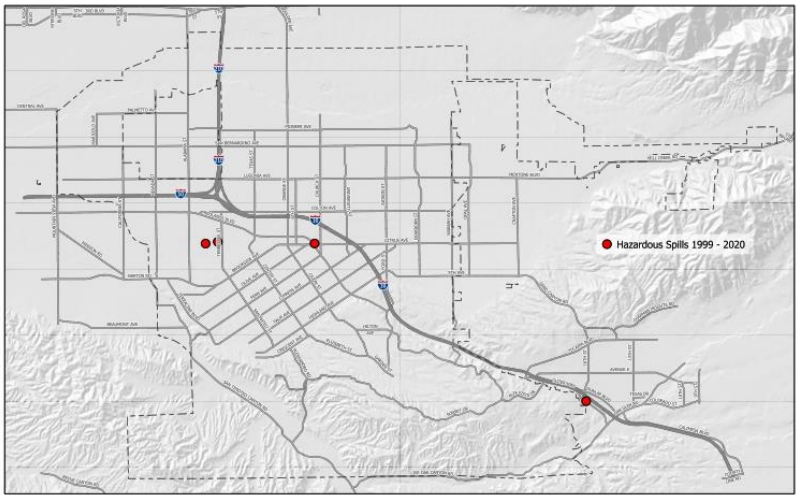


Table 5.10- Hazardous Material Spills City of Redlands (1999-2020)

Address	Date	Quantity	Unit of Measure	Commodity
12910 16th Street	10/11/1999	50	LGA	acrylic acid, stabilized
300 Kansas Street	4/2/2008	160	SLB	batteries, wet, filled with acid, electric storage
539 E Redlands Boulevard	8/1/2000	300	LGA	gasoline
301 Tennessee Street	2/14/2018	56	LGA	diesel fuel

- **Probability**

The release of chemicals and hazardous materials can occur anywhere in the city but are more likely on or near major transportation corridors. Incidences can occur during production, storage, transportation, and/or during use or disposal of materials. Communities can be at risk if a chemical is used unsafely or released in harmful amounts into the environment. Hazardous materials can cause death, serious injury, long lasting health effects, and damage to buildings, the environment, homes, and other property.

- **Climate Change Considerations**

While there is little evidence to link climate change increase occurrences of chemical and hazardous material releases, weather plays a significant factor in certain aspects of chemical and hazardous material releases. Changing conditions can create more mishaps and accidents with production, storage, transportation, use, and disposal of chemicals and hazardous materials. Additionally, changing conditions could impact the response and recovery efforts after releases.

5.4.2.6 INFESTATION

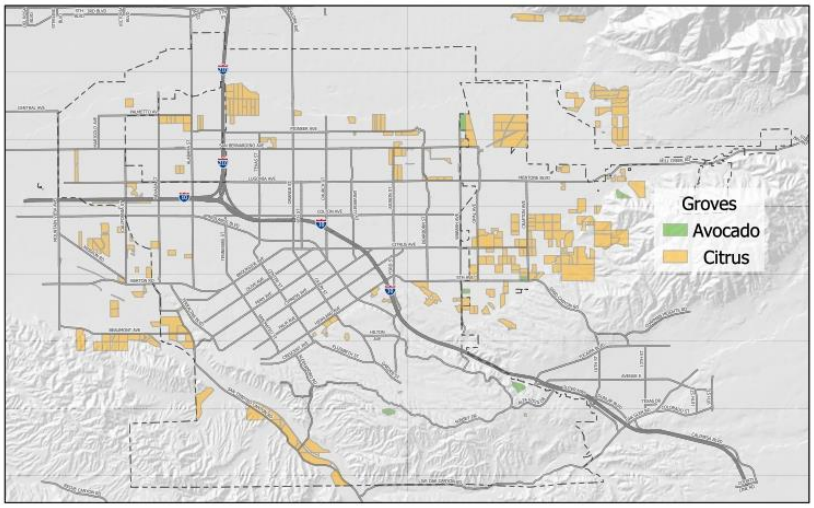
- **Ranking-** *Probability*- Medium; *Impact*- Low
- **Description**

Agricultural pests and disease infestation occur when an undesirable organism inhabits an area in a manner that causes serious harm to agriculture crops, livestock or poultry, and wild land vegetation or animals. Countless insects and diseases live on, in, and around plants and animals in all environments. Most are harmless, while some can cause significant damage and loss. Under some conditions, insects and diseases that have been relatively harmless can become hazardous. For example, severe drought conditions can weaken trees and make them more susceptible to destruction from insect attacks than they would be under normal conditions.

- **Location and Extent**

The City of Redlands has several agriculture crops (orange groves) but limited commercial livestock or poultry. However, the City of Redlands, much like most cities have areas and vegetation susceptible to infestations. Impacts to local plants happen throughout the entire city. Impacts on wildland vegetation or animals generally happened in interface areas along edges of the community (i.e., Crafton Foothills, Live Oak Canyon, Sam Timoteo Canyon, San Bernardino Mountains). The location of the groves is depicted on **Figure 5.16**.

Figure 5.16- Citrus Groves



- **History**

As mentioned, the city is vulnerable to insect infestation. Infestations of Mediterranean Fruit Fly, Oriental Fruit Fly, Gypsy Moth, Glassy-winged Sharpshooter, Asian Citrus Psyllid, and Light-Brown Apple Moth have all occurred in the last 30 years; however, there are not detailed records to list each event. Diseases such as Chrysanthemum White Rust and Pierce's Disease of Grapes have caused significant losses to local plants and impacts on wildland vegetation or animals.

Emergencies related to insect infestation have impacted San Bernardino County and its local jurisdictions in the last decade, including an increased fire risk due to Bark Beetle infestation of trees in 2003, and mosquito-borne West Nile Virus in 2007. Since 2002, the Bark Beetle infestation has required removal of 99,500 acres of affected trees in the San Bernardino National Forest, as well as on private lands, at a cost of $4 million in grants and matching funds. However, both the Bark Beetle and West Nile Virus infestations are under control and did not seriously impact the City of Redlands. Additionally, while future infestation issues are possible, the impact on the City of Redlands is generally expected to be limited and no major impact to the community.

- **Probability**

Due to its interaction with the global economy, its mild Mediterranean climate, and its diversified agricultural and native landscape, the City of Redlands can experience impacts from agricultural pests and diseases annually.

- **Climate Change Considerations**

Continued climate change is likely to alter the abundance and types of pests, lengthen pests' breeding season, and increase pathogen growth rates. For example, the pink bollworm, a common pest of cotton crops, is currently a problem only in southern desert valleys because it cannot survive winter frosts elsewhere in the state. However, if winter temperatures rise 3 to 4.5°F, the pink bollworm's range would likely expand northward, which could lead to substantial economic and ecological consequences for the state.

Temperature is not the only climatic influence on pests. For example, some insects are unable to cope in extreme drought, while others cannot survive in extremely wet conditions. Furthermore, while warming speeds up the lifecycles of many insects, suggesting that pest problems could increase, some insects may grow more slowly as elevated carbon dioxide levels decrease the protein content of the leaves on which they feed (California Climate Change Center 2006).

5.4.2.7 LANDSLIDE

- **Ranking-** *Probability*- Medium; *Impact*- Medium
- **Description**

Landslides can be defined as the movement of a mass of rock, debris, or earth down an incline. According to the USGS, the term "*landslide*" encompasses five (5) modes of slope movement: falls, topples, slides, spreads, and flows.

- *Falls are masses of soil or rock that dislodge from steep slopes and free-fall, bounce, or roll downslope.*
- *Topples move by the forward pivoting of a mass around an axis below the displaced mass.*
- *Spreads (lateral) commonly induced by liquefaction of material in an earthquake, move by horizontal extension and shear or tensile fractures.*
- *Slides displace masses of material along one or more discrete planes.*
  - In "rotational" sliding, the slide plane is curved and the mass rotates backwards around an axis parallel to the slope;
  - In "translational" sliding, the failure surface is more or less planar and the mass moves parallel to the ground surface.
- *Flows mobilize as a deforming, viscous mass without a discrete failure plane.*

Landslides can be caused by natural processes or by man-made activities. Landslides occurs when down-slope forces (gravity) exceed the resistance (strength) of the earth materials. Landslides can be initiated by rainfall, snowmelt, changes in water level, stream erosion, changes in ground water, earthquakes, volcanic activity, disturbance by human activities, or any combination of these factors. Two (2) of the more common types of landslides include:

- *Mudflows*- defined as flows or rivers of liquid mud down a hillside on the surface of normally dry land. They occur when water saturates the ground, usually following long and heavy rain falls, or rapid snow melt. Mud forms and flows down slope if there is no ground cover such as brush or trees to hold the soil in place.
- *Debris Flow*- defined when water begins to wash material from a slope or when water sheets off of a newly burned stretch of land. Chaparral land is especially susceptible to debris flows after a fire. The flow will pick up speed and debris as it descends the slope. As the system gradually picks up speed it takes on the characteristics of a basic river system, carrying everything in its path along with it.

Fast-moving (or rapidly-moving) landslides present the greatest risk to human life, and people living in or traveling through areas prone to rapidly moving landslides are at increased risk of serious injury. Debris-flows can travel down a hillside with speeds up to 200 miles per hour (though more commonly, 30-50 miles per hour), depending on the slope angle and type of earth and debris in the flow.

Slow-moving landslides can occur on relatively gentle slopes and can cause significant property damage but are less likely to result in serious human injuries. Slow-moving slides include rotational slides, where sliding material moves along a curved surface, and translational slides, where movement occurs along a flat surface. These slides are generally slow-moving and can be deep. Slumps are small rotational slides that are generally shallow.

The size of a landslide usually depends on the geology and the initial cause of the landslide. Landslides vary greatly in their volume of rock and soil; the length, width, and depth of the area affected; frequency of occurrence; and speed of movement. Some characteristics that determine the type of landslide are slope of the hillside, moisture content, and the nature of the underlying materials. Landslides are given different names, depending on the type of failure and their composition and characteristics.

Many landslides are difficult to mitigate, particularly in areas of large historic movement with weak underlying geologic materials. As communities continue to modify the terrain and influence natural processes, it is important to be aware of the physical properties of the underlying soils as they, along with climate, create landslide hazards. Proper planning cannot completely eliminate the threat of landslides to the safety of people, property, and infrastructure; however, without proper planning, landslide hazards will be even more common and more destructive.

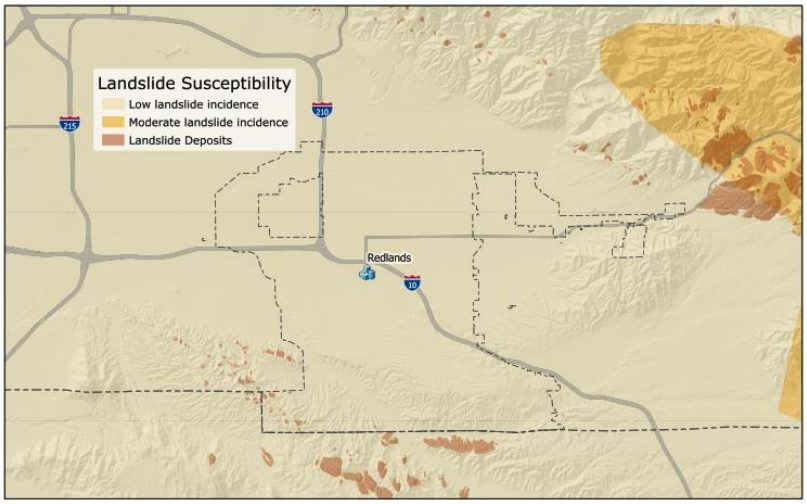
- **Location and Extent**

The California Geological Survey is in the process of recording and mapping historical and potential landslides in the state. The location and extent of landslides are extremely difficult to predict and are usually based on historical event and/or soil type and topography. Landslides have the potential to occur in areas with one or more of the following conditions:

- *On or close to steep hills*
- *Steep road-cuts or excavations*
- *Existing landslides or places of known historic landslides (such sites often have tilted power lines, trees tilted in various directions, cracks in the ground, and irregular-surfaced ground)*
- *Steep areas where surface runoff is channeled, such as below culverts, V -shaped valleys, canyon bottoms, and steep stream channels*
- *Fan-shaped areas of sediment and boulder accumulation at the outlets of canyons*
- *Canyon areas below hillside and mountains that have recently (within 1-6 years) been subjected to a wildland fire.*

Figure 5.17 depicts the location around the City of Redlands of low landslide incidence on the USGS' Landslide Incidence and Susceptibility in the Conterminous United States map (Overview map, 2001), which shows areas of landslides and areas susceptible to future land sliding (defined to include most types of gravitational mass movement such as rock falls, debris flows, and the failure of engineered soil materials).

Figure 5.17- Landslide Incidence in the Vicinity of the City of Redlands



- **History**

Historically, the majority of landslides in Redlands have been a secondary hazard to other hazards (i.e., earthquakes, floods); there have been no known previous occurrences of landslides documented in the City of Redlands.

- **Probability**

Landslides are a common hazard in California. Weathering and the decomposition of geologic materials produce conditions conducive to landslides, and human activity further exacerbates many landslide problems. It is difficult to estimate the probability of occurrence for landslide as no landslide susceptibility maps have been prepared for Redlands. However, recently there has been increased probability for mud flows and debris flows due to wildfire events in the area.

- **Climate Change Considerations**

Climate change can increase the probability, frequency, and/or intensity of landslides. Changes in precipitation, specifically the increased frequency of intense precipitation, can result in significant water run-off, which may cause landslides. Additionally, increase in wildfire hazards will result in loss of hillside vegetation. The loss of hillside vegetation will increase the likelihood of debris and mudflows. This could result in landslides occurring in areas not previously identified.

5.4.2.8 TECHNOLOGY DISRUPTION

- **Ranking-** *Probability*- Low; *Impact*- High
- **Description**

Technology disruption includes both deliberate (cyber-attacks) or accidental (equipment failure or human error) actions that can cause the loss of use of technology and/or data. A cyber threat/attack is a circumstance or event that has or indicates the potential to exploit technology vulnerabilities and to adversely impact organizational operations, organizational assets (including information and information systems), individuals, other organizations, or society. Critical infrastructure, such as utilities and

telecommunications, are also potential targets. Cyber threats/attacks are most easily described as either external threats (where attacks originate outside of established networks) or internal/insider threats (where attacks originate from users who have existing access to an internal network). Examples of cyber threats/attacks include: malware and hacking, phishing, denial of service attacks, ransomware, and state-sponsored hacking. Any one of these threats, if initiated, and successful, can produce a cyber-attack that has major implications throughout the organization. Recent report produced by Verizon (2020) analyzes 32,002 security incidents and 3,950 confirmed breaches from 81 global contributors from 81 countries and indicate the following trends:

- *86% of data breaches for financial gain - up from 71% in 2019*
- *Cloud-based data under attack – web application attacks double to 43%*
- *67% of breaches caused by credential theft, errors and social attacks*
- *Clearly identified cyber-breach pathways enable a "Defender Advantage" in the fight against cyber-crime*
- *On-going patching successful - fewer than 1 in 20 breaches exploit vulnerabilities*
- *37% of credential theft breaches used stolen or weak credentials*
- *25% involved phishing*
- *Human error accounted for 22%*

- **Location and Extent**

Technology disruptions can happen anywhere within the City but will generally be targeted towards larger corporations or government organizations.

- **History**

While there have been several smaller cyber threats and hacking, none have reached a level of significance. However, the frequency of cyber-attacks on public and private sector organizations in general, continues to rise.

- **Probability**

The probability of technology disruptions is on the rise globally, national, and locally. The probability of occurrence of cyber threats is rapidly increasing, especially with increased reliance on the Internet and cloud-based computing. However, cyber security threats/attacks will generally be targeted towards larger corporations or state/national governments which are not located within the county.

Local governments are increasingly being targeted by cyber criminals on the basis that they have fewer resources to defend themselves. Unlike natural hazards, where there is historical data, and some predictive modeling can occur, cyber-attacks are an emerging hazard, which are more challenging to anticipate

- **Climate Change Considerations**

While there is little evidence to link climate change to increase in occurrences of cyber security threats/attacks, the target could be related to persons/groups with issues with individuals or companies they perceive to have effect on the climate (i.e., greenhouse gas producers) within the community. And much like terrorism, depending on the consequence of the cyber-attack, it could hinder the response and recovery efforts.

5.4.2.9 TRAIN ACCIDENT/INCIDENT

- **Ranking-** *Probability*- Low; *Impact*- Medium
- **Description**

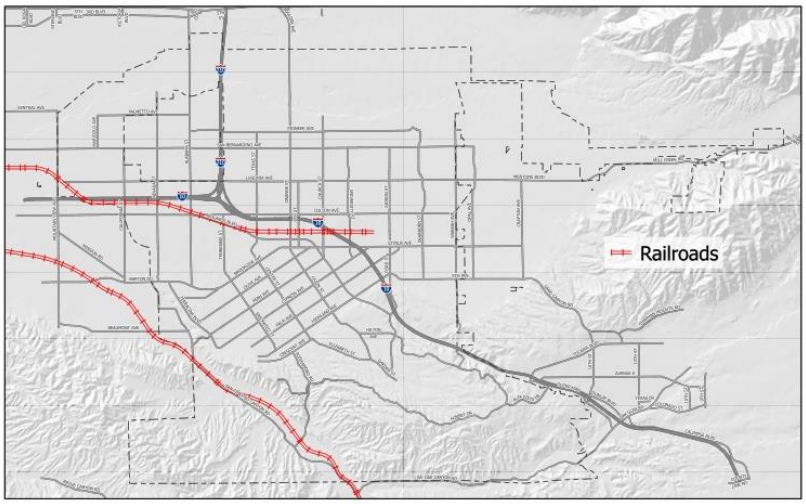
Train derailments are defined as any accidents involving public or private trains carrying passengers or cargo along the rail corridor. Cargo commodities include such things as hazardous materials, fuel (including oil), agriculture, meats, and non-consumables (*NOTE: hazardous materials incident are covered under a separate hazard*). Train derailments, like other transportation accidents, are less likely to lead to a state or federal disaster declaration, than other hazards previously and afore mentioned.

- **Location and Extent**

Trains running through the City of Redlands carry both commuters and commodities (**Figure 5.18**). However, San Bernardino County is currently in the final stages of extending the Metrolink line to the City of Redlands. This will increase the frequency of trips and volume of riders/passengers, thus increasing the potential for commuter-related train incidents.

Train accidents are generally localized, and the incidents result in limited impacts at the community level. However, if there are volatile or flammable substances on the train and the train is in a highly populated or densely forested area, death, injuries, and damage to homes, infrastructure, and the environment, including forest fires can occur.

Figure 5.18- Rail Lines in Vicinity of the City of Redlands



- **History**

There have been no historical train derailments incidents within the City of Redlands.

- **Probability**

Train accidents can occur any time during the year. Because of current plans to extend the commuter rail into the City of Redlands, it is expected that the provability of an incident/accident will increase.

- **Climate Change Considerations**

Weather conditions have been known to play a significant role in some train derailments globally. While current train operations anticipate and plan for current and future weather conditions, sudden changes

to weather conditions and weather patterns can affect the safe movement of trains. Additionally, climate change could impact response and recovery operations.

5.4.3 TIER III

The hazard under Tier III includes Dam Breach and Terrorism.

5.4.3.1 DAM BREACH

- **Ranking-** *Probability*- Low; *Impact*- Medium
- **Description**

Because of California's seasonal and climatic conditions, water storage is critical. Dams and reservoirs help reserve (store) the water necessary for agriculture, hydroelectric power, recreational activities, environmental protection, and a stable drinking water supply. They are also critical tools in flood and debris control. Based on the function, dams can be classified as: storage dam, diversion dam, detention dam, debris dam, or coffer dam. In addition to the classifications there are several types of dams:

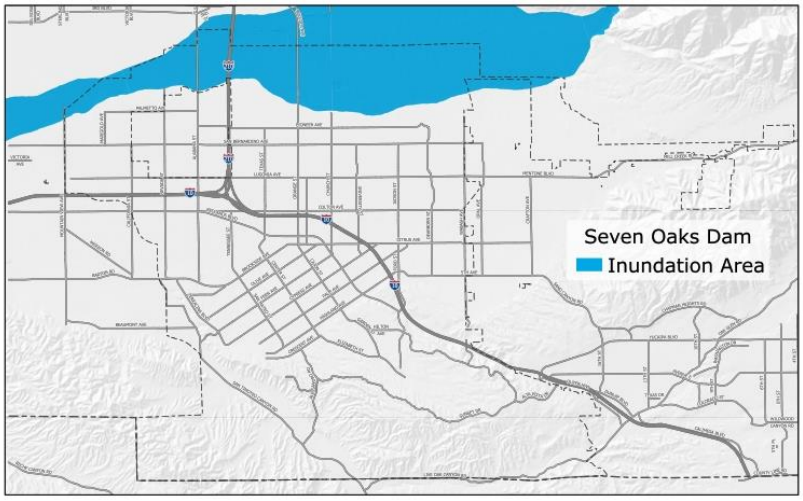
- *Gravity Dams- concrete, rubber masonry*
- *Embankment Dams- earth or rock*
- *Arch/Multiple Arch Dams- concrete*
- *Buttress Dams- concrete, timber, steel*

Along with their many benefits, dams and reservoirs present formidable consequences if not properly designed, built, and maintained. Failures to dams and reservoir are generally due to old age, poor design/construction, lack of maintenance, structural damage, improper siting, landslides flowing into a reservoir, or terrorist actions. Structural damage is often a result of a flood, erosion, or earthquake. A catastrophic dam/reservoir failure could inundate the area downstream. The degree of flood impact is dependent upon topography, vegetation, duration and intensity of rainfall with consequent storm water runoff. The force of the water is large enough to carry boulders, trees, automobiles, and even houses along a destructive path downstream. Another factor in dam/reservoir failures is heavy or increased precipitation, especially in very short periods of time. This increase in rainfall can crested dams, weaken structures, and erode supports. The potential for casualties, environmental damage, and economic loss is great. Damage to electric generating facilities and transmission lines could impact life support systems in communities outside the immediate hazard area.

- **Location and Extent**

As shown in **Figure 5.19**, the northernmost portions of the City of Redlands, along the Santa Ana River margin, are located within the potential dam inundation area for Seven Oaks Dam as mapped by San Bernardino County ISD/GIS as part of the San Bernardino County General Plan. Construction of this modern dam by the U.S. Army Corps of Engineers was completed in 1999. Designed for flood control, its location near the San Andreas Fault resulted in the dam's being designed to resist earthquake damage for events as large as a M8 earthquake.

Figure 5.19- Dam Inundation Areas in the City of Redlands



- **History**

The State of California and the federal government have a rigorous Dam Safety Program. This is a proactive program that ensure proper planning in the event of failure but also sets standards for dam design and maintenance. Because of this, many potential issues have been addressed and/or resolved. Within the City of Redlands, no significant dam failures have occurred.

- **Probability**

Dam failure events are infrequent and usually coincide with the events that cause them, such as earthquakes, landslides, excessive rainfall and snowmelt. These impacts can also be exacerbated by aging or poor maintenance of the structures. There is a "residual risk" associated with dams; residual risk is the risk that remains after safeguards have been implemented. For dams, the residual risk is associated with events beyond those that the facility was designed to withstand. However, the probability of occurrence of any type of dam failure event is considered to be low in today's regulatory and dam safety oversight environment.

- **Climate Change Considerations**

Increased rainfall from changing climate conditions could present a risk to dams and reservoirs in area if volume of runoff is greater than the dam's capacity. This could cause the County to release stored water into the downstream water courses in order to ensure the integrity of the dam.

5.4.3.2 TERRORISM

- **Ranking-** *Probability*- Low; *Impact*- Medium
- **Description**

Terrorism has become an undeniable reality throughout the United States. The term terrorism refers to intentional, criminal malicious acts. There is no single, universally accepted definition of terrorism, and it can be interpreted in many ways. Terrorism is defined in the Code of Federal Regulations as "...t*he unlawful use of force and violence against persons or property to intimidate or coerce a government, the*

civilian population, or any segment thereof, in furtherance of political or social objectives." (28 CFR, Section 0.85). For the purposes of this plan, terrorism refers to the use of weapons of mass destruction, including biological, chemical, nuclear, and radiological weapons; arson, incendiary, explosive, and armed attacks; industrial sabotage and intentional hazardous materials releases; and cyber terrorism. Many of these incidents can be a well-planned, coordinated attacks with multiple suspects, or the result of a lone individual on a rampage. Conventional Attacks/Active Shooter incidents are generally considered a lone individual incident; some are considered "homegrown violent extremists" inspired by foreign terrorist groups.

- **Location and Extent**

Terrorism can occur throughout the entire city but due to terrorisms' intended purpose to cause the greatest amount of destruction it would most likely happen in more populous areas (high value, visually recognized targets) where more devastation, fear, and chaos will ensue.

- **History**

The City and surrounding area have experienced several terrorism (Active Shooter) events. In March of 2016, the police responded to a single shooter incident at Office Depot. There was one (1) minor injury reported. In April of 2017, there was also a shooting at North Park Elementary, part of the Redlands Unified School District. The shooting was an apparent murder–suicide and an act of domestic violence. Three people died from their wounds and another student was wounded and hospitalized. However, the most significant Active Shooter event in the area occurred December of 2015 at the Inland Regional Center in San Bernardino. Fourteen (14) people were killed and 22 others were seriously injured. The pursuit to capture the shooters lead the police to the City of Redlands. The shooters were killed in a shootout, which also left two (2) officers injured.

- **Probability**

All City businesses and facilities are perceived as a soft target; however, due to the intended purpose of terrorism, it would most likely happen in more populous urban areas where more devastation (and fear) will ensue.

- **Climate Change Considerations**

While there is little evidence to link climate change increasing occurrences of terrorism. However, depending on the type of attack, it could intensify the incident (i.e., Improvised Explosive Device- *IED* during high wind event), and hinder the response and recovery efforts (i.e., evacuation during flooding).

6 RISK ASSESSMENT

6.1 OVERVIEW

The purpose of this section is to estimate the potential exposure and vulnerability (impacts) of hazards within the City of Redlands. While an emphasis will be on the built environment (residential, non-residential, critical facilities, etc.), the economy, and the general population; other areas may be considered (i.e., lifelines, environment). The focus of this section will be on Tier I hazards. As presented in Section 5.0- Hazard Assessment, the Planning Team ranked hazards into tiers: Tier I, Tier II, and Tier III hazards. Understanding potential impacts (damage and losses) is essential to decision-making at all levels of government, providing a basis for developing mitigation plans and policies, emergency preparedness and response and recovery planning. To accomplish this, two (2) different approaches were used:

Scientific Loss Estimation Modeling

The scientific loss estimation modeling efforts included the utilization of the FEMA Hazus model. Hazus is a nationally applicable standardized methodology that estimates potential losses from floods, earthquakes, hurricane winds and tsunamis. Hazus uses state-of-the-art Geographic Information Systems (GIS) software to map hazard data and estimate potential *physical damage* to residential, commercial, schools, critical facilities, and infrastructure; *economic loss*, including lost jobs, business interruptions, repair, and reconstruction cost; and, *social impacts*, including estimating shelter requirements, displaces households, and population exposure to the hazard.

Hazus standard configuration allows for "*out-of-the-box*" regional or community-wide loss assessment using default (Level 1) building inventory databases, aggregated to the census tract (for earthquakes) or census block (for floods) level. Hazus also allows for the replacement of the default data with data that better reflects the area. In 2009, FEMA sponsored a project to leverage and improve San Bernardino County Assessor data for general building stock and utilize it in Hazus for county-level flood and earthquake analysis (San Bernardino County Essential Facilities Risk Assessment- *SBEFRA*). The SBEFRA project incorporated enhanced flood data from information on the FEMA updated (2008) Digital Flood Insurance Rate Map (DFIRM). The results of the SBEFRA project were leveraged and incorporated into this plan.

Exposure Assessment

Because scientific loss estimation models are not available for all types of hazards, a different approach was used on some hazards to identify potential impacts; exposure assessments. There are two (2) kinds of exposure assessment: 1) when there a hazard exposure area (or footprint); and, 2) when an exposure area (footprint) does not exist.

A hazard exposure footprint enables you to determine areas in the planning area where you are either "*in*" or "out" of the hazard (i.e., wildfire). With this footprint, the Planning Team was able to determine elements within the hazard area and conduct a qualitative assessment of the potential impact. For those hazards where an exposure footprint does not exist (i.e., infectious disease, energy shortage/power outage), the assessment is done for the entire planning area/City. Neither approach provides an estimate potential damage but provides an understanding of the exposure and as such,

the potential loss during events. Types of elements that were considered during the exposure assessment were general building stock, populations, lifeline infrastructure, economy, and the environment. **Table 6.1** provides a summary of relevant building stock from Hazus, population, and economy information presented in *Section 3.0- Community Profile*. This information provides a reference point which can be used to assess the potential impacts from the hazard.

Table 6.1- Summary of Building Stock, Population, and Economy within the City of Redlands

BUILDING STOCK	Building Count	Building Replacement Value ($1,000)	Contents Replacement Value ($1,000)	Building Sq. Ft. (1,000 Sq. Ft.)
Residential	19,661	$4,586,535	$2,293,253	39,193
Commercial	790	$2,000,690	$2,077,158	20,969
Industrial	116	$154,116	$231,174	2,020
Other	524	$449,264	$219,703	2,817
TOTAL	**21,091**	**$7,190,605**	**$4,821,288**	**64,998**
Concrete	223	$572,025		
Mfg Housing	1,039	$47,818		
Precast Concrete	99	$388,399		
Reinforced Masonry	398	$617,472		
Steel	142	$264,195		
URM	59	$73,705		
Wood Frame (Other)	990	$1,406,583		
Wood Frame (SFR)	18,141	$3,820,407		
TOTAL	**21,091**	**$7,190,605**		
POPULATION	**Citizens**	**% of Population**		
Under 18	16,304	22.9%		
Between 18-65	43,928	61.7%		
Over 65	11,964	15.4%		
TOTAL	**71,196**	**100%**		
ECONOMY	**Jobs**	**% of Economy**		
Education	16,311	39.20%		
Retail	5,243	12.60%		
Professional	5,118	12.30%		
Leisure	3,703	8.90%		
Wholesale	1,872	4.50%		
Construction	1,831	4.40%		
Public	1,706	4.10%		
Other	1,623	3.90%		
Finance	1,498	3.60%		
Manufacturing	1,373	3.30%		
Transportation	915	2.20%		
Information	291	0.70%		
Agriculture	125	0.30%		

TOTAL	**41,609**	**100%**		

Additionally, the FEMA-funded SBEFRA project also did an exposure assessment of facilities deemed critical under the project (i.e., police stations, fire stations, emergency operations centers, schools). The SBEFRA project did a damage assessment of critical facilities for earthquake and an exposure assessment of critical facilities for Flood and Wildfire.

6.2 TIER I HAZARDS

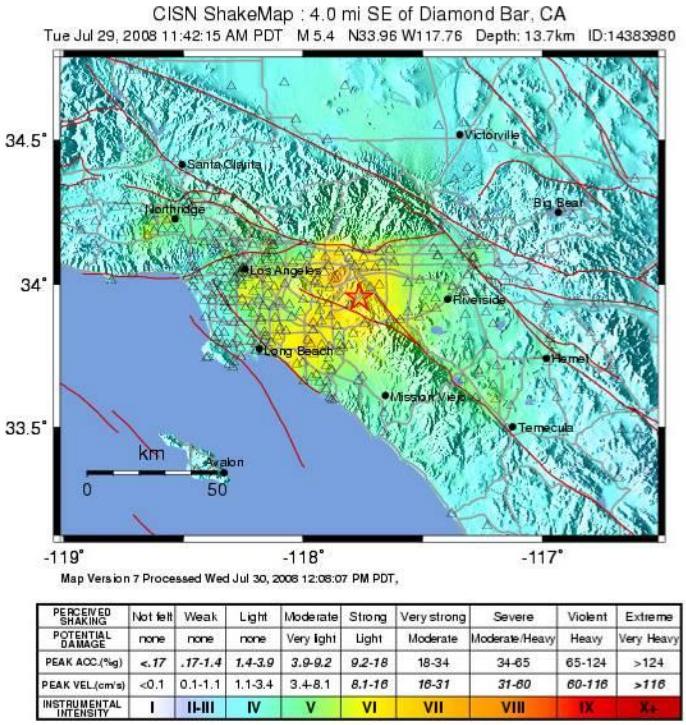
6.2.1 EARTHQUAKE

To understand the vulnerability to Earthquakes in the City of Redlands, a scientific loss estimation model was used. The City of Redlands leveraged the Hazus assessment and critical facilities exposure assessment conducted under the SBEFRA Project. The Planning Team ranked this hazard as a HIGH impact during the hazard prioritization process.

6.2.1.1 HAZUS ASSESSMENT

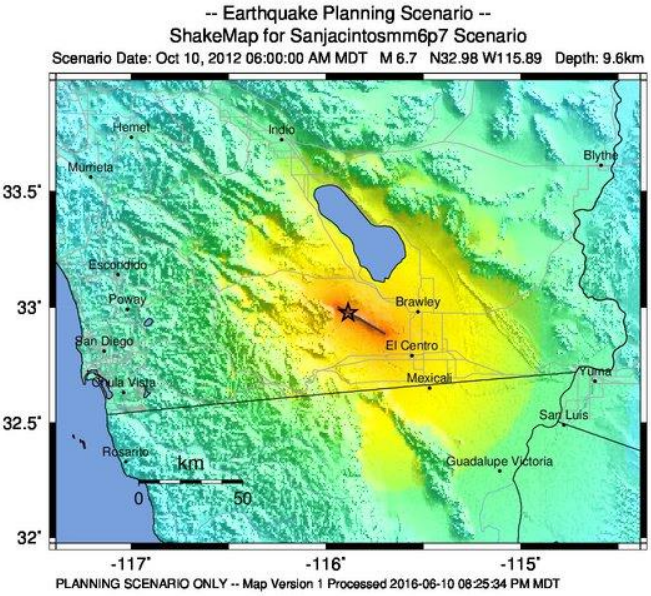
The SBEFRA Project looked at three (3) earthquake scenarios: the M7.8 Shakeout Scenario, a M6.7 San Jacinto scenario earthquake, and a M6.7 Chino Hills Scenario earthquake (**Figure 6.1**, **Figure 6.2**, and **Figure 6.3**). A summary of the Hazus results is presented in **Table 6.2**. It should be noted that the casualty figures reported are not direct Hazus outputs; they are estimates in more medically-meaningful categories derived from Hazus outputs using a "calibration" methodology developed using historic injury data from the 1994 Northridge and other California earthquakes (Seligson & Shoaf, 2003). The method was also recently applied for the San Andreas "ShakeOut" Scenario developed by the USGS and others for the 2008 Golden Guardian statewide disaster exercise (Jones et al., 2008). Also as noted previously, Hazus estimates earthquake impacts at the census tract level. Accordingly, building count totals may differ from totals reported in the flood risk assessment**,** which were developed at the census block level.

Figure 6.1- ShakeOut Scenario (M7.8)



PERCEIVED SHAKING	Not felt	Weak	Light	Moderate	Strong	Very strong	Severe	Violent	Extreme
POTENTIAL DAMAGE	none	none	none	Very light	Light	Moderate	Moderate/Heavy	Heavy	Very Heavy
PEAK ACC.(%g)	*<.17*	*.17-1.4*	*1.4-3.9*	*3.9-9.2*	*9.2-18*	18-34	34-65	65-124	>124
PEAK VEL.(cm/s)	<0.1	0.1-1.1	1.1-3.4	3.4-8.1	*8.1-16*	*16-31*	*31-60*	*60-116*	*>116*
INSTRUMENTAL INTENSITY	I	II-III	IV	V	VI	VII	VIII	IX	X+

Figure 6.2- San Jacinto Scenario (M6.7)



PERCEIVED SHAKING	Not felt	Weak	Light	Moderate	Strong	Very strong	Severe	Violent	Extreme
POTENTIAL DAMAGE	none	none	none	Very light	Light	Moderate	Mod./Heavy	Heavy	Very Heavy
PEAK ACC.(%g)	*<0.1*	*0.5*	*2.4*	*6.7*	*13*	24	44	83	>156
PEAK VEL.(cm/s)	<0.07	0.4	1.9	5.8	*11*	*22*	*43*	*83*	*>160*
INSTRUMENTAL INTENSITY	I	II-III	IV	V	VI	VII	VIII	IX	X+

Scale based upon Wald, et al.; 1999

Figure 6.3- Chino Hills Scenario (M6.7)

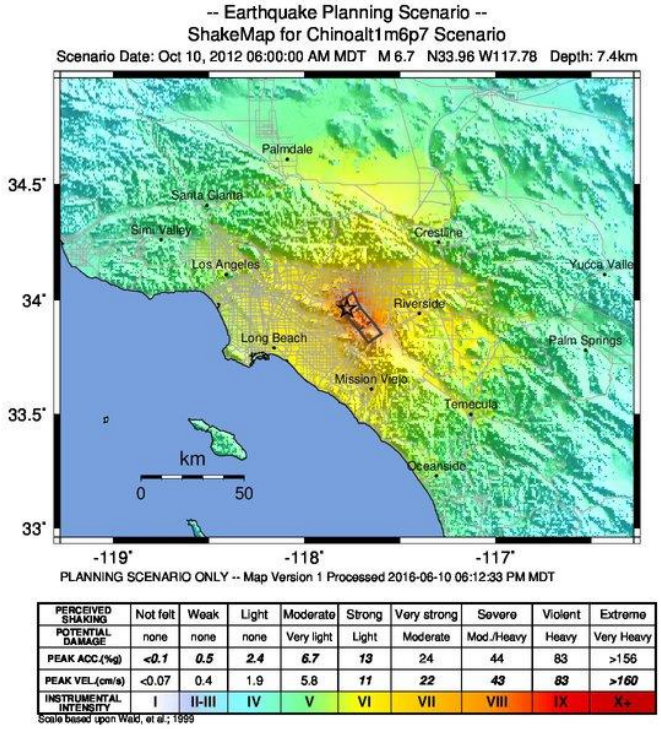


Table 6.2- Estimated Earthquake Impacts for the City of Redlands (Hazus)

		Earthquake Scenario		
		M7.8 ShakeOut	**M6.7 San Jacinto**	**M6.7 Chino Hills**
Direct Economic Losses for Buildings ($1,000)				
	Total Building Exposure Value		**7,190,605**	
Capital Stock	Cost of Structural Damage	245,830	48,248	1,022
	Cost of Non-Structural Damage	858,890	190,323	10,548
	Total Building Damage (Str. + Non-Str.)	1,104,721	238,572	11,570
	Building Loss Ratio %	15.4%	3.3%	0.2%
	Cost of Contents Damage	324,650	80,134	6,038
	Inventory Loss	13,510	3,066	280
Income	Relocation Loss	121,663	29,579	277
	Capital-Related Loss	56,578	10,669	119
	Rental Income Loss	77,740	16,676	259
	Wage Losses	79,015	16,096	164
	Total Direct Economic Loss (% of County Damage)	**1,777,877** (8.2%)	**394,792** (7.8%)	**18,706** (0.6%)
Casualties				
Day Casualties (2PM)	**Fatalities**	**26**	**1**	**0**
	Trauma injuries	7	0	0
	Other (non-trauma) hospitalized injuries	47	0	0
	Total Hospitalized Injuries	**54**	**0**	**0**
	Injuries requiring Emergency Dept Visits	963	69	1
	Injuries treated on an Outpatient basis	1,632	133	2
	Total Injuries	**2,675**	**203**	**3**
	Hospital visits requiring EMS transport	78	3	0
Night Casualties (2AM)	**Fatalities**	**7**	**0**	**0**
	Trauma injuries	2	0	0
	Other (non-trauma) hospitalized injuries	13	0	0

		Earthquake Scenario		
		M7.8 ShakeOut	M6.7 San Jacinto	M6.7 Chino Hills
	Total Hospitalized Injuries	**15**	**0**	**0**
	Injuries requiring Emergency Depart Visits	615	65	2
	Injuries treated on an Outpatient basis	1,117	133	4
	Total Injuries	**1,754**	**198**	**6**
	Hospital visits requiring EMS transport	39	2	0
Shelter				
	Number of Displaced Households	2,728	728	2
	Number of People Requiring Short-term Shelter	938	229	1
Debris (thousands of tons)				
	Brick, Wood & Other (Light) Debris	175	39	1
	Concrete & Steel (Heavy) Debris	452	54	1
Building Damage Count by General Building Type				
Concrete	None	20	61	217
	Slight	39	80	6
	Moderate	44	69	0
	Extensive	41	13	0
	Complete	78	1	0
	Total	**223**	**223**	**223**
Manuf. Housing	None	0	11	714
	Slight	0	86	263
	Moderate	1	521	62
	Extensive	17	391	0
	Complete	1,022	29	0
	Total	**1,039**	**1,039**	**1,039**
Precast Concrete	None	22	30	94
	Slight	43	45	5
	Moderate	31	23	0
	Extensive	3	1	0
	Complete	0	0	0
	Total	**99**	**99**	**99**
Reinforced Masonry	None	97	178	390
	Slight	112	135	7
	Moderate	107	75	1
	Extensive	42	10	0
	Complete	40	0	0
	Total	**398**	**398**	**398**
Steel	None	6	34	138
	Slight	14	53	4
	Moderate	39	49	0
	Extensive	43	6	0
	Complete	40	0	0
	Total	**142**	**142**	**142**
Unreinforced Masonry	None	1	5	48
	Slight	3	13	10
	Moderate	6	25	2
	Extensive	4	14	0
	Complete	44	2	0
	Total	**59**	**59**	**59**
Wood Frame (Other)	None	188	374	970
	Slight	320	435	19
	Moderate	176	168	0
	Extensive	111	12	0
	Complete	195	1	0

		Earthquake Scenario		
		M7.8 ShakeOut	M6.7 San Jacinto	M6.7 Chino Hills
	Total	**990**	**990**	**990**
Wood Frame (Single-family)	None	6,691	9,534	17,778
	Slight	8,987	7,653	357
	Moderate	2,267	884	6
	Extensive	190	59	0
	Complete	7	11	0
	Total	**18,141**	**18,141**	**18,141**
ALL BUILDING TYPES	None	7,026	10,226	20,349
	Slight	9,519	8,499	671
	Moderate	2,671	1,814	71
	Extensive	451	506	0
	Complete	1,425	45	0
	Total	**21,091**	**21,091**	**21,091**

6.2.1.2 CRITICAL FACILITIES EXPOSURE ASSESSMENT

Damage and functionality of critical facilities identified in the FEMA-funded SBEFRA project were estimated for the earthquake scenarios identified above using HAZUS. Results are presented in **Table 6.3.** As shown, three of the four fire stations existing in 2009 are expected to be less than 50% functional in a M7.8 earthquake on the San Andreas fault (ShakeOut scenario), although physical damage is likely to be considered Moderate or less (none of the stations are have probabilities of experiencing moderate or greater damage exceeding 50%). In this same event, the EOC is expected to have functionality between 50-75%, while the Redlands Police Department is expected to have less than 50% functionality and its probability of being in the Moderate or greater damage state exceeds 50%. The Police Department is also expected to have less than 50% functionality in the M6.7 San Jacinto earthquake scenario.

Table 6.3- Estimated Essential Facility Earthquake Impacts (Hazus)

		Earthquake Scenario		
		M7.8 ShakeOut	M6.7 San Jacinto	M6.7 Chino Hills
Fire Stations	**Redlands Fire Department**			
	Total Number of Buildings	**4**		
	Damage			
	# Blgs with >50% Probability of Moderate or Greater Damage	0	0	0
	# Blgs with >50% Probability of Complete Damage	0	0	0
	Functionality			
	Functionality < 50 % on Day 1	3	0	0
	Functionality 50 - 75% on Day 1	1	4	0
	Functionality >75% Day 1	0	0	4
EOCs	**City of Redlands**			
	Total Number of Buildings	**1**		
	Damage			
	# Blgs with >50% Probability of Moderate or Greater Damage	0	0	0
	# Blgs with >50% Probability of Complete Damage	0	0	0
	Functionality			
	Functionality < 50 % on Day 1	0	0	0
	Functionality 50 - 75% on Day 1	1	0	0
	Functionality >75% Day 1	0	1	1

		Earthquake Scenario		
		M7.8 ShakeOut	M6.7 San Jacinto	M6.7 Chino Hills
Police Station	**Redlands Police Department**			
	Total Number of Buildings	**1**		
	Damage			
	# Blgs with >50% Probability of Moderate or Greater Damage	1	0	0
	# Blgs with >50% Probability of Complete Damage	0	0	0
	Functionality			
	Functionality < 50 % on Day 1	1	1	0
	Functionality 50 - 75% on Day 1	0	0	0
	Functionality >75% Day 1	0	0	1

Under the FEMA-funded SBEFRA project, the earthquake exposure analysis also included an assessment of Liquefaction Susceptibility Zones. The analysis identified several facilities in High and Very High Liquefaction Susceptibility zones:

- Three (3) Fire Station (FS 262, FS 263, and FS 264)
- Emergency Operations Center
- Four (4) Police Department (Community Policing Station, Animal Control, Redlands Community Senior Center, Police Annex)
- Two (2) Municipal Utility facility (Corporate Yard)
- City Hall

Because the school district participated in the FEMA-funded SBEFRA project, it was possible to develop damage and functionality estimates for the Redlands Unified School District's (District or RUSD) facilities in each of the three scenario earthquakes. An overall summary of the District's performance, in terms of damage and functionality on the day of the earthquake, is given in **Table 6.4**

Table 6.4- Estimated Earthquake Impacts for the Redlands Unified School District Summary (Hazus)

	Earthquake Scenario		
	M7.8 ShakeOut	M6.7 San Jacinto	M6.7 Chino Hills
Total Number of Buildings	**592**		
Damage			
# Buildings with >50% Probability of Moderate or Greater Damage	79	18	0
# Buildings with >50% Probability of Complete Damage	17	0	0
Functionality			
Functionality < 50 % on Day 1	519	101	0
Functionality 50 - 75% on Day 1	73	448	1
Functionality >75% Day 1	0	43	591

As shown in Table 6.4, 79 buildings have a high likelihood (>50% probability) of experiencing Moderate or greater damage in the M7.8 ShakeOut Scenario earthquake on the San Andreas Fault; 17 of these are likely (have >50% probability) to suffer Complete damage. These 79 buildings are located on 19 different campuses (*see* Table 6). The campuses with the most buildings in this category are Redlands High School (29) and Clement Middle School (10). In the San Jacinto scenario earthquake, there are 18 buildings on 9 campuses likely to experience Moderate or greater damage.

Overall, 519 of the 592 buildings are expected to have initial functionality of less than 50% on Day 1 following the M7.8 ShakeOut scenario earthquake; these buildings are spread across virtually all facility locations (*see* Table 6) number decrease to 101 buildings on 16 campuses with less than 50% functionality

following a M6.7 San Jacinto scenario earthquake, with no buildings expected to have less than 50% functionality following a M6.7 Chino Hills scenario earthquake.

Damage information for each campus in the two earthquake events shown to cause potential damage (the M7.8 ShakeOut Scenario and the M6.7 San Jacinto Scenario earthquakes) is given in **Table 6.5**, while **Table 6.6** provides campus level functionality estimates for all three events.

Table 6.5- Estimated Earthquake Damage- Redlands Unified School District (Hazus)

Name	# of Bldgs.	M7.8 ShakeOut		M6.7 San Jacinto
		>50% Probability of Moderate Damage	>50% Probability of Complete Damage	>50% Probability of Moderate Damage
Arroyo Verde Elem.	24	0	0	0
Beattie Middle	8	0	0	0
Bryn Mawr Elem.	26	0	0	0
Central Admin./Enrollment Center	3	1	0	0
Clement Middle	35	10	0	0
Cope Middle	42	0	0	0
Crafton Elem.	21	7	1	1
Cram Elem.	27	1	0	0
District Office-North	4	1	0	0
District Office-South	9	1	1	1
Fallsvale Elem.	3	0	0	0
Franklin Elem.	7	5	0	0
Highland Grove Elem.	6	0	0	0
Judson & Brown	9	0	0	0
Kimberly Elem.	21	0	0	0
Kingsbury Elem.	12	1	0	1
Lugonia Elem.	19	4	0	0
Mariposa Elem.	16	0	0	0
McKinley Elem.	12	2	2	2
Mentone Elem.	26	1	0	0
Mission Elem.	11	3	2	2
Moore Middle	25	1	0	0
Orangewood High	19	4	3	3
Redlands East Valley High	83	1	0	0
Redlands High	83	29	5	5
Smiley Elem.	11	0	0	0
Supply Center	5	3	2	2
Transportation	3	1	1	1
Victoria Elem.	22	3	0	0
Total	**592**	**79**	**17**	**18**

Table 6.6- Estimated Post-Earthquake Functionality, Redlands Unified School District (Hazus)

Name	# of Bldgs	M7.8 ShakeOut		M6.7 San Jacinto Fault			M6.7 Chino Hills Fault	
		<50%	50-75%	<50%	50-75%	>75%	50-75%	>75%
Arroyo Verde Elem.	24	24	0	0	22	2	0	24
Beattie Middle	8	8	0	0	8	0	0	8
Bryn Mawr Elem.	26	0	26	26	0	0	0	26
Central Admin/Enrollment Center	3	3	0	1	2	0	0	3
Clement Middle	35	35	0	0	35	0	0	35
Cope Middle	42	23	19	11	31	0	0	42
Crafton Elem.	21	21	0	1	20	0	0	21
Cram Elem.	27	27	0	0	1	26	0	27
District Office-North	4	4	0	0	4	0	0	4
District Office-South	9	9	0	1	8	0	0	9
Fallsvale Elem.	3	3	0	0	0	3	0	3
Franklin Elem.	7	7	0	0	7	0	0	7
Highland Grove Elem.	6	6	0	0	6	0	0	6
Judson & Brown	9	9	0	0	9	0	0	9
Kimberly Elem.	21	6	15	0	21	0	0	21
Kingsbury Elem.	12	12	0	5	7	0	0	12
Lugonia Elem.	19	19	0	0	19	0	0	19
Mariposa Elem.	16	5	11	0	16	0	0	16
McKinley Elem.	12	12	0	3	9	0	0	12
Mentone Elem.	26	26	0	0	26	0	0	26
Mission Elem.	11	11	0	3	8	0	0	11
Moore Middle	25	25	0	1	24	0	0	25
Orangewood High	19	19	0	4	15	0	0	19
Redlands East Valley High	83	83	0	1	70	12	0	83
Redlands High	83	83	0	8	75	0	0	83
Smiley Elem.	11	9	2	11	0	0	0	11
Supply Center	5	5	0	2	3	0	0	5
Transportation	3	3	0	1	2	0	1	2
Victoria Elem.	22	22	0	22	0	0	0	22
Total	**592**	**519**	**73**	**101**	**448**	**43**	**1**	**591**

The FEMA-funded SBEFRA project also assessed Liquefaction Susceptibility risk for the RUSD facilities. The assessment found:

- Fifty-three (53) buildings in the Moderate zone (Arroyo Verde Elementary, Fallsvale Elementary, and Mentone Elementary)
- Two hundred-nineteen (219) buildings in the High zone (Central Admin./Enrollment Center, Clement Middle, District Office-North, District Office-South, Judson & Brown Elem., Lugonia Elem., Mission Elem., Orangewood High, Redlands East Valley High, Supply Center, Victoria Elem
- One-hundred (100) buildings in the Very High zone (Beattie Middle, Highland Grove Elem., Redlands High, Transportation

6.2.2 ENERGY SHORTAGE/POWER OUTAGE

To understand the vulnerability to Power Outage in the City of Redlands, an exposure assessment was used. Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. A power outage could have a considerable impact on the population, built environment, lifeline infrastructure, and the economy. The Planning Team ranked this hazard as a HIGH impact during the hazard prioritization process.

- *Population*- Our communities have become more reliant on power for gadgets and appliances to perform basic daily activities. This loss of power will not only be an inconvenience but could become a life-threatening experience. Many citizens rely on power to operate medical machinery to survive (i.e., oxygen tanks, dialysis machines).
- *Built Environment*- Power outages have a significant impact on buildings. While in most cases it will not damage the structure, the loss of power will impact the buildings functionality. This includes loss of: lighting, HVAC, electrical outlets, communications, and elevators in taller buildings.
- *Lifeline Infrastructure*- Because of interdependencies, the loss of power can impact several other lifeline systems (i.e., water, telecommunications, natural gas, fuel). While there are backup systems for some aspects of the system, depending on the length of time, many systems will loss functionality or be required to shut down for safety.
- *Economy*- If lifeline systems shutdown and/or fail, there are rippling effects on the economy as there is an inability to provided services and/or move merchandise. Additionally, implementation of temporary mitigation actions could impact operating budgets.

While a power outage can vary in size and length of time, in the City of Redlands, it is expected to be smaller and of limited time.

6.2.3 FLOOD

To understand the flood vulnerability in the City of Redlands, a scientific loss estimation model was used and an exposure assessment was performed. The City of Redlands leverage the Hazus assessment and critical facilities exposure assessment that was conducted as part of the SBEFRA Project and conducted an exposure assessment of its list key assets, general building stock, and population against flood hazard zones. While the Hazus model and the exposure assessment does a good job of estimating damage and potential injuries from the damage, it does not consider challenges from illegal encampments within the watershed and along the riverbeds. These encampments have created an increased concern and extra work for city officials during potential flood events. This vulnerability needs to be better understood and analyzed; and actions taken to help reduce and/or eliminate potential future risk from flooding.

Another aspect that is not part of the Hazus model and the exposure assessment is the National Flood Insurance Program (NFIP). As previously mentioned, the City of Redlands is a NFIP participating community and takes an active role in floodplain management. An important part of its role is to understand and address reoccurring losses, particularly with regards to NFIP claims. A recent check of repetitive and severe repetitive loss properties conducted by FEMA Region IX's NFIP Unit indicates that there are no repetitive or severe repetitive loss properties in the City of Redlands.

The Planning Team ranked this hazard as a HIGH impact during the hazard prioritization process.

6.2.3.1 HAZUS ASSESSMENT

Under the SBEFRA Project, three (3) flood scenarios were analyzed: a 100-year flood, a 100-year flood without levee protection, and a 500-year flood. **Table 6.7** provides the Hazus losses estimated for the County in each of these scenarios.

Table 6.7- Regional Flood Impacts to San Bernardino County (Hazus)

	Regional Risk Assessment Results	Flood Scenario		
		100-year	100-year*	500-year
Regional Risk	Economic loss due to building damage ($B)	0.46	1.6	2.7
	Total building-related direct economic loss ($B)	1.4	5.4	8.6
	# of buildings in the Complete Damage State	345	350	1,105
	Total # Displaced Households	14,828	52,856	86,062
	Total # people needing short-term shelter	32,095	138,991	231,452
	Debris Generated (million tons)	0.1	0.23	0.37

**- 100-year Flood without levee protection*

Unfortunately, the County results can't be disaggregated to individual City-level using publicly-available information. However, the City of Redlands represents 4% of the values of the entire County. Making a simplifying assumption of a uniform distribution of flood risk across the County, the City of Redlands could be expected to suffer as much as:

- $18 million in economic loss due to building damage in a 100-year flood
- $64 million in a 100-year flood event without levee protection
- $108 million in a 500-year flood event
- Have 14 buildings in Complete Damage State during the 100-year event and 44 buildings in Complete Damage State during the 500-year event
- Have 593 displaced households during a 100-year event with levee protection (2,114 households without levee protection); and 3,442 households displaced during a 500-year event
- Of the displaced household, the city can expect 5,560 people needing shelter during a 100-year event with levee protection (1,284 people without levee protection); and 9,258 people during a 500-year event

The SBEFRA project also produced facility-level flood risk assessment results for the 100-year, 100-year without levee protection, and 500-year flood scenarios for the identified essential facilities (Emergency Operations Centers-*EOC*, Police Stations, Fire Stations). The City of Redlands' existing fire stations, police station and EOC were all determined to be functional in each of the three (3) flood scenarios.

To determine a more robust estimate of the potential flood risk faced by the City of Redlands, a quantitative assessment of exposure to flooding was also performed. The improved census-block level general building stock data generated by the SBEFRA project was overlain onto maps of flood hazard (FEMA's National Flood Hazard Layer) to quantify the amount of the building inventory that falls within each hazard zone. The results of this overlay are provided in **Table 6.8**.

Table 6.8- Redlands Building Inventory Exposure to Flood Hazards

Building Inventory Data by General Occupancy	Special Flood Hazard Areas Subject to Inundation by the 1% Annual Chance (100-year) Flood				Other flood areas		Other Areas		
	Zone A	Zone AE	Zone AH	Zone AO	Zone X (Shaded)	Zone X Protected by Levee	Zone D	Zone X (Unshaded)	TOTAL
Building Replacement Value ($1,000)									
Residential	3,316	0	0	72,993	0	23,917	59,597	4,329,967	4,489,790
Commercial	26,136	0	0	250,414	575	16,444	4,946	1,256,213	1,554,728
Industrial	19,010	0	0	18,101	0	6,370	0	92,749	136,230
Other	7,159	0	0	13,473	0	9,224	0	405,384	435,240
Total	**55,621**	**0**	**0**	**354,981**	**575**	**55,955**	**64,543**	**6,084,313**	**6,615,988**
% of Total	**1%**	**0%**	**0%**	**5%**	**0.01%**	**1%**	**1%**	**92%**	**100%**
Contents Replacement Value ($1,000)									
Residential	1,658	0	0	36,494	0	11,958	29,798	2,164,974	2,244,882
Commercial	26,136	0	0	250,414	575	16,444	4,946	1,332,681	1,631,196
Industrial	28,515	0	0	27,152	0	9,555	0	139,124	204,346
Other	10,738	0	0	13,371	0	1,538	0	182,862	208,509
Total	**67,047**	**0**	**0**	**327,431**	**575**	**39,495**	**34,744**	**3,819,641**	**4,288,933**
% of Total	**2%**	**0%**	**0%**	**8%**	**0.01%**	**1%**	**1%**	**89%**	**100%**
Building Square Footage (1,000 Sq. Ft.)									
Residential	31	0	0	722	0	227	530	36,978	38,488
Commercial	237	0	0	2,196	4	124	60	13,011	15,633
Industrial	252	0	0	240	0	85	0	1,210	1,788
Other	15	0	0	105	0	70	0	2,548	2,738
Total	**535**	**0**	**0**	**3,264**	**4**	**506**	**590**	**53,748**	**58,647**
% of Total	**1%**	**0%**	**0%**	**6%**	**0.01%**	**1%**	**1%**	**92%**	**100%**
Building Count									
Residential	27	0	0	376	0	149	324	18,611	19,487
Commercial	8	0	0	174	1	8	8	509	708
Industrial	2	0	0	25	0	2	0	67	96
Other	2	0	0	12	0	21	0	480	515
Total	**39**	**0**	**0**	**587**	**1**	**180**	**332**	**19,667**	**20,806**
% of Total	**0.2%**	**0%**	**0%**	**3%**	**0.005%**	**1%**	**2%**	**95%**	**100%**

Notes: *Special Flood Zone Areas are defined in the Hazard Assessment section under Flood*

As shown in the Table 6.8, most of the city's buildings are located outside of mapped areas subject to flooding (i.e., Zone X). However, $410 million (6%) of the City's building value (3.2% of the buildings by count) is subject to inundation by the 1% Annual Chance (100-year) Flood. Should these buildings suffer flood losses on the order of 12–16% (e.g., the expected range of damage possible for: a two-story home with no basement, a typical retail store, a typical office, or a typical industrial facility, each with two feet

of flood water, as modeled by the Hazus software's damage function library), building damage could reach $50–65 million dollars, significantly more than was estimated from countywide loss estimates assuming uniform risk.

Further, while most of the building value at risk in the 100-year floodplain is commercial development (67%), more than 400 residential buildings are also exposed. Very little inventory (<1%) is exposed to the 500-year flood hazard (Zone X (Shaded)—0.2% Annual chance (500yr) Flood), and just 1% is located in areas of levee protection for the 100-year flood (Zone X Protected by Levee—Areas protected from the 1% annual chance flood).

It should be noted that the totals in this Table 6.8 will vary slightly from those presented in Community Profile sections, because it was developed by identifying individual census blocks falling within the boundaries of each hazard zone, and will therefore produce a more refined overlay assessment than a similar analysis conducted using census tract data. The table in the Community Profile section was developed from census tract data.

6.2.3.2 CRITICAL FACILITIES EXPOSURE ASSESSMENT

Under the FEMA-funded SBEFRA project, a flood exposure analysis of the critical facilities was performed. The analysis identified one (1) Fire station (Fire Station 261) and eighty-eight (88) RUSD buildings (Redlands High School, Supply Center) in Zone AO; and one-hundred-thirty (130) RUSD buildings and one (1) Municipal Utility facility (Hinkley Surface Water Treatment Plant) in Zone X. The other critical facilities were all located in Zone X (Unshaded).

6.2.4 INFECTIOUS DISEASE

To understand the vulnerability to Infectious Disease in the City of Redlands, an exposure assessment was used. Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. The city, as well as the state, country, and the world, are vulnerable to infectious disease caused by either newly emerging or existing diseases spread person to person, through a vector, or through food. A significant infectious disease outbreak, epidemic, and/or pandemic could impact a large portion of the population, create challenges on the built environment, overburden essential public services, and effect the economy. The Planning Team ranked this hazard as a HIGH impact during the hazard prioritization process.

- *Population/Environment*- Populations (or other living organisms) are hardest hit during Infectious Disease events. As observed during the COVID pandemic, exposure to infectious diseases can range from mild conditions to fatalities; each having a significant impact on services provided. Another consideration is addressing the challenges and needs of vulnerable populations (elderly, homeless).
- *Built Environment*- Depending on the type of infectious disease event, impact to buildings may include increased use of equipment (i.e., HVAC, water) and adaptive reuse of space. Additionally, it could also include deferred maintenance to equipment if employees and vendors are unavailable.
- *Economy*- Infectious Disease events can have a significant impact on the economy. While outbreaks and some epidemics may be less impactful, larger epidemics and pandemics can be

devastating. This can range from loss of livestock to loss of business due to limited shoppers, employees, and/or tenants.

County Public Health departments develop and exercise response plans related to infectious disease outbreaks, epidemics, and pandemics. Plans are developed through the coordination efforts of partner agencies to establish a solid foundation for improved coordination and intervention by all participants. The plans, however, are focused on public health-related issues and actions. They lack response efforts needed for recovery of the economy and other aspects.

The City of Redlands, as the rest of the world, is currently going through a pandemic with the Coronavirus (COVID-19). Because of the nature of the infectious disease and the duration gain control over the pandemic, there have been significant impact on the local population and the economy. This has led to closure of local schools and businesses, surge in hospital visits, loss of lives, and loss of jobs.

6.2.5 WILDFIRE

To understand the vulnerability to Wildfire in the City of Redlands, an exposure assessment was used. Because there is a hazard exposure area (or footprint), the Planning Team assessed potential impacts against the building stock, population, and key assets within the hazard footprint. The California Department of Forestry and Fire Protection's (CAL FIRE) has created and maintains the Fire Hazard Severity Zones maps. These maps, part of the Fire and Resource Assessment Program (FRAP), look at both State Responsibility Areas (SRA) and Local Responsibility Areas (LRA).

The City of Redlands leverage the exposure assessment of the general building stock and the critical facilities conducted as part of the SBEFRA Project against Fire Hazard Severity Zones. While there is good exposure information to leverage, some considerations should be given to addressing man-made ignitions. This includes the use (or inappropriate use) of fireworks, deliberate ignitions of fires, and the use of fires in homeless encampments. The Planning Team ranked this hazard as a MEDIUM impact during the hazard prioritization process.

6.2.5.1 GENERAL BUILDING STOCK EXPOSURE ASSESSMENT

For this effort, the improved census-block level building data generated by the SBEFRA project was overlain onto CAL FIRE Fire Hazard Severity Zone maps to quantify the amount of the building inventory that falls within each hazard zone. The results of this overlay are provided in **Table 6.9**. It should be noted that mapped fire hazard severity zones affecting the City are all within LRA. The totals in the table (e.g., total building exposure value, total building square footage, etc.) were derived from census "block" data and will vary slightly from those presented in other tables which were developed from census "tract" data.

Table 6.9- City of Redlands Building Inventory Exposure to CAL FIRE Hazard Zones

Building Inventory Data by General Occupancy	CAL FIRE—Fire Hazard Severity Zones					
	Very High	High	Moderate	Non-wildland/ Non-urban	Urban Unzoned	Total
Building Count						
Residential	1,688	870	1,367	379	15,183	19,487
Commercial	24	4	89	22	569	708
Industrial	0	0	33	2	61	96
Other	17	4	8	16	470	515
Total	**1,729**	**878**	**1,497**	**419**	**16,283**	**20,806**
% of Total	8%	4%	7%	2%	78%	100%
Building Square Footage (1,000 Sq. Ft.)						
Residential	4,456	1,904	2,987	701	28,440	38,488
Commercial	217	207	1,503	6,533	7,173	15,633
Industrial	0	0	696	26	1,066	1,788
Other	59	13	33	79	2,555	2,738
Total	**4,732**	**2,124**	**5,219**	**7,338**	**39,234**	**58,647**
% of Total	8%	4%	9%	13%	67%	100%
Building Replacement Value ($1,000)						
Residential	611,516	242,849	365,552	54,011	3,215,862	4,489,790
Commercial	28,447	17,177	173,989	515,605	819,510	1,554,728
Industrial	0	0	52,426	2,170	81,634	136,230
Other	8,845	1,413	5,181	12,938	406,863	435,240
Total	**648,808**	**261,439**	**597,148**	**584,724**	**4,523,869**	**6,615,988**
% of Total	10%	4%	9%	9%	68%	100%
Contents Replacement Value ($1,000)						
Residential	305,758	121,425	182,778	27,006	1,607,915	2,244,882
Commercial	30,827	17,177	187,873	515,605	879,714	1,631,196
Industrial	0	0	78,640	3,255	122,451	204,346
Other	2,873	1,413	3,957	2,748	197,518	208,509
Total	**339,458**	**140,015**	**453,248**	**548,614**	**2,807,598**	**4,288,933**
% of Total	8%	3%	11%	13%	65%	100%

As shown in the Table 6.9, most of the city's buildings (80% of buildings, 77% of building value) are located outside of mapped wildfire hazard areas (i.e., are located in "non-wildland/non-urban" or "urban unzoned" areas). However, 10% of the City's building value is located in the area of Very High Fire Hazard Severity, with an additional 4% located in High Severity, and 9% in Moderate Severity. Most of the exposure to these fire hazard severity zones is residential construction; 1688, 870 and 1367 residential buildings are located in the Very High, High and Moderate Zones respectively, valued at more than $611 million, $242 million, and $365 million.

6.2.5.2 CRITICAL FACILITIES EXPOSURE ASSESSMENT

Under the FEMA-funded SBEFRA project, a wildfire exposure analysis of the critical facilities was performed. The analysis of the Federal and Local Responsibly Area Fire Hazard Severity Zones identified:

- One (1) Fire Station (Fire Station 262) in the Moderate Local Responsibly Area Fire Hazard Severity Zone

- Two (2) Municipal Utility facilities (Henry Tate Water Treatment Plant, Hinkley Surface Water Treatment Plant) and one-hundred-forty-eight (148) RUSD buildings (Arroyo Verde Elementary., Beattie Middle, Highland Grove Elementary., Mariposa Elementary., Mission Elementary., Redlands East Valley High) in the High Local Responsibly Area Fire Hazard Severity Zone
- Twenty-seven (27) RUSD buildings (Cram Elementary) in the Very High Local Responsibly Area Fire Hazard Severity Zone
- Three (3) RUSD buildings (Fallsvale Elementary) in the Very High Federal Responsibly Area Fire Hazard Severity Zone

6.2.6 WINDSTORM

To understand the vulnerability to Windstorms in the City of Redlands, an exposure assessment was used. Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. Windstorm events have become more frequent, longer lasting, and are more severe/intense than before. Windstorms have the capability of being of long or short duration. While longer duration events can have significant impact on the population, built environment, lifeline infrastructure, environment, and/or the economy; shorter duration events can be just as damaging if the winds are powerful. Windstorm events could also trigger other hazards. For example, prolonged periods of high winds, could damage power lines; creating power outages and/or wildfires. The Planning Team ranked this hazard as a MEDIUM impact during the hazard prioritization process.

- *Population*- While rare, windstorms have been responsible for injuries and loss of life. High winds have been known to knock people down and cause significant injuries, especially with the elderly. Collapsed structures and flying debris carried along by extreme winds can directly contribute to injuries and loss of life. This is particularly true for falling limbs or branches, or entire trees during wind events. Falling trees can bring electric power lines down to the pavement, creating the possibility of lethal electric shock. Rising population growth and new infrastructure in the region creates a higher probability for damage to occur from windstorms as more life and property are exposed to risk.
- *Built Environment*- Both residential and commercial structures are susceptible to damage. Wind pressure can create a direct and frontal assault on a structure, pushing walls, doors, and windows inward. Conversely, passing currents can create lift suction forces that pull building components and surfaces outward. With extreme wind forces, the roof or entire building can fail, causing considerable. Windstorms can also collapse or damage roads, bridges, traffic signals, streetlights, and other facilities. During periods of extremely strong winds, major roads and highways can be temporarily closed to personal, commercial (high profile trucks), and recreational vehicle traffic. Roads blocked by may also have severe consequences to people who need access to emergency services. Emergency response operations can be complicated when roads are blocked or when power supplies are interrupted.
- *Lifelines*- Historically, falling trees and other flying debris have been the major cause of power outages in the region. Windstorms such as strong microbursts and Santa Ana Wind conditions can cause flying debris and downed utility lines. Winds can also knock out or cause damage to telecommunications equipment (cell towers and/or antennas). Many lifeline systems rely on telecommunication systems to manage and monitor systems.

- *Economy*- Windstorms can result in direct damage and indirect consequences (interrupted services) to the local economy. Direct impacts include loss of business; while secondary (indirect) impacts include damage to buildings, personnel, and other vital equipment.
- *Environment*- During wet winters, saturated soils cause trees to become less stable and more vulnerable to uprooting from high winds. In some instances, this lose could include some older, more historical (or sentimental) trees in the area or involve several trees, changing the characteristic of the area.

6.3 TIER II AND TIER III HAZARDS

As mentioned, this section is focused on Tier I hazards. However, because there are no loss estimation models for the hazards in Tier II and Tier III and the only vulnerability assessment that can be performed is an exposure assessment; the Planning Team decided to include an overview of the vulnerabilities of the Tier II and Tier III hazards. Below is a summary of the assessment:

6.3.1 TIER II HAZARDS

- *Aircraft Accident/Incident*- To understand the vulnerability to Aircraft Accidents/Incidents in the City of Redlands, an exposure assessment was used. Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. An Aircraft Accident/Incident, depending on the size of the aircraft and the location of the incident, could have a considerable impact on the population (loss of life from the accident), buildings (damage to structures from debris), economy (shut down of areas to recover), and the environment (fire following, loss of vegetation/habitats, reconfiguration of landscape). The Planning Team ranked this hazard as a MEDIUM impact during the hazard prioritization process.
- *Civil Disturbance*- To understand the vulnerability to Civil Disturbance in the City of Redlands, an exposure assessment was used. Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. Southern California is a frequent site of demonstrations due to its high profile and presence of significant government functions and buildings. It is conceivable that a demonstration or movement could turn to violence and begin spreading into neighboring communities. While the City of Redlands does not have a history of civil disturbances, it has a high profile in the area. Civil disturbance can vary in size and length of time, however, in the City of Redlands, it is expected to be smaller and of limited time. A civil disturbance, depending on the cause and effect, could have a considerable impact on the population (injuries, fatalities), built environment (destruction to property), lifeline infrastructure (damage to equipment), economy (disruption to normal business), and the environment (destruction to property). The Planning Team ranked this hazard as a HIGH impact during the hazard prioritization process.
- *Drought*- Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. A drought event could have a considerable impact on the population (injuries, fatalities), lifeline infrastructure (damage to equipment), economy (disruption to normal business), and the environment (destruction to landscape). The Planning Team ranked this hazard as a LOW impact during the hazard prioritization process.
- *Extreme Temperature*- Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. An Extreme Temperature event could have a considerable impact on the population, built environment, lifeline infrastructure, economy, and the environment. Exposure to extreme heat can result in illness (such as heat stroke

or heat exhaustion) or death for those at greatest risk, including: infants and children up to four years of age; people who overexert during work or exercise; people 65 years of age or older; people who are ill or on certain medications; the homeless population; and, people who are overweight. Extreme temperatures can cause equipment to become overburden and possible fail. Depending on the type of equipment impacted, it could over heat structures, create electric al overloads, and warp (or melt) pieces. If lifeline systems shutdown and/or fail, there are rippling effects on the economy as there is an inability to provided services and/or move merchandise. Additionally, extreme temperatures may require implementation of mitigation actions that impact operating budgets. Extreme temperatures could noticeably impact water supplies and vegetation/landscape. The Planning Team ranked this hazard as a LOW impact during the hazard prioritization process.

- *Hazardous Material Accident*- Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. A chemical/hazardous materials spill, depending on the cause and effect, could have a considerable impact on the population (injuries, fatalities), built environment (destruction to property), lifeline infrastructure (damage to equipment), economy (disruption to normal business), and the environment (destruction to property). The Planning Team ranked this hazard as a MEDIUM impact during the hazard prioritization process.
- *Infestation*- Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. An infestation event could have a considerable impact on the population (injuries, fatalities), economy (disruption to normal business), and the environment (destruction to landscape/crops). The Planning Team ranked this hazard as a LOW impact during the hazard prioritization process.
- *Landslide*- Because there is a hazard exposure area (or footprint), the Planning Team assessed potential impacts against the building stock, population, and key assets within and around the hazard footprint. The current hazard footprint (*see* Figure 5.16, under Hazard Profile) is located in in areas with very little development and population. However, a landslide event could potentially impact people who may be in the area (injuries, fatalities), damage some property and lifeline infrastructure systems and equipment, disrupt the economy, and damage the environment. The Planning Team ranked this hazard as a MEDIUM impact during the hazard prioritization process.
- *Technology Disruption*- Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. A cybersecurity even depending on the cause and effect, could have a considerable impact on the population (injuries, fatalities), built environment (destruction to property), lifeline infrastructure (damage to equipment), and economy (disruption to normal business). The Planning Team ranked this hazard as a HIGH impact during the hazard prioritization process.
- *Train Accident/Incident*- Because there is a hazard exposure area (or footprint), the Planning Team assessed potential impacts against the building stock, population, and key assets within and around the hazard footprint. A train derailment event could have a considerable impact on the population (injuries, fatalities), built environment (destruction to property), lifeline infrastructure (damage to equipment), economy (disruption to normal business), and the environment (reconfiguration of landscape). The Planning Team ranked this hazard as a MEDIUM impact during the hazard prioritization process.

6.3.2 TIER III HAZARDS

- *Dam Breach*- Because there is a hazard exposure area (or footprint), the Planning Team assessed potential impacts against the building stock, population, and key assets within the hazard footprint. The current hazard footprint (*see* Figure 5.12, under Hazard Profile) is located in an area with very little development and population. However, a dam breach could potentially impact people who may be in the area (injuries, fatalities), damage some property and lifeline infrastructure systems and equipment, disrupt the economy, and damage the environment. The Planning Team ranked this hazard as a MEDIUM impact during the hazard prioritization process.
- *Terrorism*- Because there is not a hazard exposure area (or footprint), the Planning Team considered potential impacts within the entire City. A terrorism event, depending on the cause and effect, could have a considerable impact on the population (injuries, fatalities), built environment (destruction to property), lifeline infrastructure (damage to equipment), economy (disruption to normal business), and the environment (reconfiguration of landscape). The Planning Team ranked this hazard as a MEDIUM impact during the hazard prioritization process.

7 MITIGATION STRATEGY

7.1 OVERVIEW

The mitigation strategy for the City of Redlands is based on informed assumptions, recognizing both mitigation challenges and opportunities, with the ultimate mission of creating a disaster resistant and sustainable community for the future. The mitigation strategy is derived from an in-depth understanding of possible deficiencies between potential vulnerabilities and existing capabilities, with the mitigation objectives in mind. The mitigation strategy built upon the previous mitigation actions identified in the City of Redlands 2015 LHMP and was expanded to consider current needs.

7.2 MITIGATION GOALS AND OBJECTIVES

To better assist with the identification of mitigation measures, mitigation goals and objectives were developed. The mitigation goals and objectives support the City's mitigation mission to create a disaster resistant and sustainable community. Well defined goals and objectives help focus efforts and ensure progress toward the mitigation mission. The mitigation goal and objectives were used by the Planning Team as a starting point prior to identifying mitigation measures. The goals and objectives include:

- **GOAL 1: Minimize Life Loss and Injuries**
  - Objective 1.1 Improve understanding of the hazards (location, vulnerability, and measures needed).
  - Objective 1.2 Exchange information about hazards, vulnerabilities, and mitigation measures with all levels of governments, private sector, and the public.
  - Objective 1.3 Ensure that all facilities meet current applicable regulations, standards, and ordinances designed to protect life safety.
  - Objective 1.4 Identify and modify high risk structures to meet life safety standards.
  - Objective 1.5 Improve emergency communications and public warning systems.
  - Objective 1.6 Develop policies and procedures to better serve disadvantaged and vulnerable populations.
- **GOAL 2: Minimize Damage to Structures, Property, and Equipment**
  - Objective 2.1 Encourage new development to occur in locations that avoid or minimize exposure to hazards.
  - Objective 2.2 Develop and adopt enhanced land use, design, and construction policies designed to reduce property loss to hazards.
  - Objective 2.3 Incorporate mitigation into repairs, major alterations, new development, and redevelopment projects in areas subject to substantial life safety risks.
  - Objective 2.4 Ensure that all facilities meet current applicable codes, standards, and ordinances, encourage incorporation of mitigation measures for all structures.
  - Objective 2.5 Encourage non-structural retrofitting on elements and equipment within facilities.
- **GOAL 3: Protect the Environment**
  - Objective 3.1 Implement mitigation and watershed protection strategies that reduce loss of wildlife, habitat, and water.
  - Objective 3.2 Implement mitigation and protection strategies that reduce loss of cultural, historic and environmental resources.

Objective 3.3 Enhance, rehabilitate, and protect natural systems and environmental resources.
Objective 3.4 Encourage balance between natural resource management and land use planning.

- **GOAL 4: Promote Public Awareness of Hazards**
  - Objective 4.1 Develop and implement strategies to bring a greater understanding of the risks associated with hazards, individual preparedness activities, and the benefits of hazard mitigation.
  - Objective 4.2 Develop and implement strategies to bring a greater understanding of mitigation, disaster preparedness, and recovery programs.
  - Objective 4.3 Establish and maintain partnerships between all levels of local government, the private sector, the business community, community groups, and institutions of higher learning that exchange information on hazards and the benefits of mitigation measures.
- **GOAL 5: Improve Emergency Management Capability**
  - Objective 5.1 Identify the need for, and acquire, any special emergency management equipment to enhance response capabilities for specific hazards.
  - Objective 5.2 Develop and maintain emergency plans (Response, Recovery, Preparedness, Prevention, Mitigation)
  - Objective 5.3 Establish and maintain emergency management systems and facilities
  - Objective 5.4 Develop and maintain Public-Private Partnerships
  - Objective 5.5 Develop and maintain Memorandums of Understanding/Mutual Aid Agreements
  - Objective 5.6 Develop, maintain, and share essential data (demographics, hazards, buildings, resources, personnel)
  - Objective 5.7 Develop, maintain, and implement emergency management training curriculum
  - Objective 5.8 Design and implement disaster response exercises (tabletop, functional, full-scale)
- **GOAL 6: Ensure Continuity of Government and Operations**
  - Objective 6.1 Develop, maintain, and exercise Business Continuity Plans; ensuring compatibility with emergency management plans.
  - Objective 6.2 Ensure reliability for vital communications
  - Objective 6.3 Protect vital records
  - Objective 6.4 Protect essential Information Technology equipment and systems
  - Objective 6.5 Promote resiliency of essential functions to minimize economic loss/disruption
  - Objective 6.6 Maintain list of Key Assets and ensure their functionality after hazard events
  - Objective 6.7 Maintain a list of essential personnel and vendors with contact information
  - Objective 6.8 Identify and acquire any necessary equipment to maintain functionality

7.3 PROGRESS IMPLEMENTING MITIGATION MEASURES

As part of the LHMP update process, the Planning Team reviewed the mitigation actions included in the previous plan. The review included identifying the status of the mitigation action (Completed, Not Started, In Progress, or No Longer Needed). Those mitigation actions that were determined to be "On Going" where placed under the Mitigation Governance section of Capabilities Assessment chapter. In other words, the Planning Team deemed that since the mitigation measure did not have a start or stop date, it should not be placed under this section and should be captured in the Mitigation Governance with the other ongoing mitigation programs. For all mitigation actions listed as Not Started, the Planning Team discussed whether or not the mitigation action was still needed. If deemed "as needed", the mitigation

measure was carried over to the new list of mitigation measures. Additionally, descriptions of the carried over, needed mitigation actions were reviewed and, in some cases, the name was changed, the scope was expanded, and/or the mitigation measures was merged with another (i.e., public outreach for all hazards, not just earthquakes). **Table 7-1** indicates the status of each of the mitigation measures from the previous plan.

Table 7-1. Status of Previous Mitigation Measures

Mitigation Measure	Hazard	Status
Mission Zanja- improve drainage	Flood	Not Started
Reservoir Canyon- improve drainage	Flood	Not Started
Downtown- improve drainage	Flood	Not Started
South City- improve drainage	Flood	Not Started
North City- improve drainage	Flood	Not Started
Water Conservation Plan- develop and implement	Drought	Not Started
Vegetation Reduction- abatement program	Wildfire	Ongoing program
Vegetation Management- inspection program	Wildfire	Ongoing program
Fire Resistant Community- outreach and education	Wildfire	Not Started
Household Hazardous Waste- Reduction Program	Hazardous Material	Ongoing program
County Hazardous Materials Responders	Hazardous Material	Not Started
Self-contained Breathing Apparatus- equipment purchase	Hazardous Material	Complete
Education and Outreach- structural retrofitting	Earthquake	Not Started
Structural Retrofitting- City-owned buildings	Earthquake	Not Started
Drought Emergency Plan	Drought	Not Started
Public Outreach, Emergency Notification System, and database of Unreinforced Masonry buildings	Earthquake	Not Started
Emergency Circulation Master Plan	Hazardous Material	Not Started

7.4 MITIGATION MEASURE PRIORITIZATION

The Planning Team used the STAPLEE Criteria (Social, Technical, Administrative, Political, Legal, Economic, and Environmental) to evaluate the feasibility of each of the mitigation measures being considered for inclusion in the LHMP update. The STAPLEE process helped the Planning Team understand possible challenges that could hinder the ability to implement the mitigation measure. The STAPLEE criteria as includes the following considerations:

- **Social**
  - *Is the proposed action socially acceptable to the community?*
  - *Are there equity issues involved that would mean that one segment of the community is treated unfairly?*
  - *Will the action cause social disruption?*
- **Technical**
  - *Will the proposed action work?*
  - *Will it create more problems than it solves?*
  - *Does it solve a problem or only a symptom?*
  - *Is it the most useful action in light of other community goals?*
- **Administrative**
  - *Can the community implement the action?*
  - *Is there someone to coordinate and lead the effort?*

- *Is there sufficient funding, staff, and technical support available?*
- *Are there ongoing administrative requirements that need to be met?*

- **Political**
  - *Is the action politically acceptable?*
  - *Is there public support both to implement and to maintain the project?*
- **Legal**
  - *Is the community authorized to implement the proposed action? Is there a clear legal basis or precedent for this activity?*
  - *Are there legal side effects? Could the activity be construed as a taking?*
  - *Is the proposed action allowed by the general plan, or must the general plan be amended to allow the proposed action?*
  - *Will the community be liable for action or lack of action?*
  - *Will the activity be challenged?*
- **Economic**
  - *What are the costs and benefits of this action?*
  - *Do the benefits exceed the costs?*
  - *Are initial, maintenance, and administrative costs taken into account?*
  - *Has funding been secured for the proposed action? If not, what are the potential sources (public, non-profit, and private)?*
  - *How will this action affect the fiscal capability of the community?*
  - *What burden will this action place on the tax base or local economy?*
  - *What are the budget and revenue effects of this activity?*
  - *Does the action contribute to other community goals, such as capital improvements or economic development?*
  - *What benefits will the action provide?*
- **Environmental**
  - *How will the action affect the environment?*
  - *Will the action need environmental regulatory approvals?*
  - *Will it meet local and state regulatory requirements?*
  - *Are endangered or threatened species likely to be affected?*

Each proposed mitigation measure was assessed and given a score between 1–5 where 5 is favorable/beneficial (or NO major issues/opposition) and 1 is unfavorable/not beneficial (or major issues/opposition) for each of the STAPLEE criteria. The scores were then totaled and a final score was established for each mitigation measure. A relative comparison of mitigation measures helps understand which mitigation measure may have the greatest potential for implementation. However, the Planning Team recognized that this ranking does not (and should not) preclude the City from funding mitigation actions lower on the list first, especially if funding is available.

7.5 MITIGATION MEASURES

The focus of the mitigation measures was on the “high” priority (Tier I) hazards (Earthquake, Energy Shortage/Power Outage, Flood, Infectious Disease, Wildfire, and Windstorm); however, some mitigation measures do address other hazards or cut across all hazards. Mitigation measures were identified by assessing the effectiveness of current capabilities (existing plans, policies, and programs) against the

expected impacts (vulnerabilities). **Table 7-2** represents the proposed mitigation measures identified by the Planning Team.

Table 7-2. Proposed Mitigation Actions

	Mitigation Action	Hazard	Goal
1	Create and maintain a Key Asset Database	Multi	1, 2, 5, 6
2	Develop and maintain Emergency Circulation (Traffic) Plan(s); acquire necessary equipment to support implementation	Multi	1, 4, 5, 6
3	Develop and maintain Memorandums of Understanding (MOUs) and Public-Private Partnerships in support of emergency management and business continuity	Multi	1, 2, 3, 4, 5, 6
4	Develop and maintain Business Continuity Plan(s), emphasize loss of technology (Tech Down) situation	Multi	1, 2, 3, 4, 5, 6
5	Develop and maintain an Emergency Public Communications Plan; acquire necessary equipment and maintain systems to support implementation	Multi	1, 4, 5, 6
6	Develop and maintain an Energy Strategic Plan; acquire necessary equipment to support implementation	Multi	1, 2, 3, 4, 5, 6
7	Develop and maintain a Hazards Public Outreach Program; acquire necessary material/equipment/systems to support implementation	Multi	1, 2, 3, 4, 5, 6
8	Update and maintain an Emergency Operations Plan (EOP); acquire necessary equipment/systems to support implementation	Multi	1, 4, 5, 6
9	Develop a Policy to Incorporate Hazard Risk into other plans and development efforts	Multi	1, 2, 3, 4, 5, 6
10	Develop and/or incorporate Emergency Management Training and Exercise Program into existing training and exercise programs	Multi	1, 2, 3, 4, 5, 6
11	Conduct an Assessment of City-owned Lifeline infrastructure; acquire equipment and materials as need to support implementation. Projects could include: pipeline replacement, adding security systems, retrofit of existing facilities/equipment, incorporating backup generators, and other upgrades and improvements.	Multi	2,3,5,6
12	Participate and continue support of the OA Stakeholder Group	Multi	1,3,4,5,6
13	Establish and maintain the Hazard Mitigation Planning Team	Multi	1,2,3,4,5,6
14	Conduct an Assessment of City-owned Facilities; perform Structural and Non-structural Retrofits as needed	Multi	1,2,4,6
15	Develop a Building Condition Assessment Report for typical of building construction types in the City; develop a program to support structural and non-structural retrofitting	Multi	1,2,4,6
16	Develop and maintain a Vegetation Management Plan	Multi	1,2,3,4
17	Increase coordination with Lifeline Stakeholders to better understand their improvement, mitigation, and resiliency efforts	Multi	1, 2, 5, 6
18	Develop protocols and ensure appropriate personnel are signed up and receive Earthquake Notifications from USGS	Earthquake	1,2, 3, 4, 5, 6
19	Coordinate with Southern California Edison Emergency Management	Energy Shortage/ Power Outage	
20	Continue support of the County Floodplain Management Plan	Flood	4, 5, 6

	Mitigation Action	Hazard	Goal
21	Formalize and expand the role of the Floodplain Manager/NFIP Coordinator	Flood	1, 2, 3, 4
22	Conduct drainage improvements on Mission Zanja	Flood	1, 2, 3
23	Conduct drainage improvements on Reservoir Canyon	Flood	1, 2, 3
24	Conduct drainage improvements in Downtown	Flood	1, 2, 3
25	Conduct drainage improvements in South City	Flood	1, 2, 3
26	Conduct drainage improvements in North City	Flood	1, 2, 3
27	Develop, maintain, and disseminate an Infectious Disease Response Plan; acquire equipment, supplies, and other material as needed to support role	Infectious Disease	1, 4, 5, 6
28	Ensure Fire Resistant Materials are incorporated into existing building modifications and/or future development	Wildfire	1, 2, 4, 6
29	Incorporate Defensive Space Standards in existing and future building designs	Wildfire	1, 2, 4, 6
30	Coordinate with San Bernardino International and Ontario International Airport's Emergency Management Division	Aircraft Accident/Incident	1, 2, 4, 5
31	Coordinate with the County, surrounding local cities, and the regional Fusion Center	Civil Disturbance	1, 2, 4, 5, 6
32	Coordinate with Ca Department of Water Resources	Dam Breach	1, 2, 3, 4
33	Coordinate with State and local Governments; acquire equipment, supplies, and other material as needed to support role	Drought	1, 2, 3, 4, 5, 6
34	Develop and maintain a Water Conservation Plan; implement recommendations	Drought	1, 2, 3, 4
35	Develop and maintain a Drought Emergency Plan; acquire equipment, supplies, and other material as needed to support role	Drought	1, 2, 3, 4, 5, 6
36	Coordinate with State of California local Governments; acquire equipment, supplies, and other material as needed to support role	Extreme Temperature	1, 2, 3, 4, 5, 6
37	Develop and maintain an Extreme Temperature Emergency Plan; acquire equipment, supplies, and other material as needed to support implementation	Extreme Temperature	1, 2, 3, 4, 5
38	Formalize, maintain, and promote the Hazardous Materials Program; acquire necessary equipment, material, and supplies needed to support implementation	Hazardous Material Accident	1, 2, 3, 4, 5
39	Enforce and support annual Training and Exercises	Hazardous Material Accident	1, 2, 3, 4, 5
40	Coordinate with local citrus growers; acquire equipment, supplies, and other material as needed to support role	Infestation	2, 3, 4, 5
41	Work with State and County officials; acquire equipment, supplies, and other material as needed to support role	Infestation	2, 3, 4, 5
42	Develop and maintain a Technology Master Plan; acquire equipment as needed to support implementation	Technology Disruption	1, 2, 4, 5, 6
43	Develop and maintain IT Incident Response Plans; implement recommendations	Technology Disruption	1, 2, 4, 5, 6
44	Coordinate with NTSB, Regional Association of governments, and County Transportation Department; acquire equipment, supplies, and other material as needed to support role	Train Accident/Incident	1, 4, 5

	Mitigation Action	Hazard	Goal
45	Coordinate with the County, surrounding local cities, and the regional Fusion Center; acquire equipment, supplies, and other material as needed to support role	Terrorism	1, 2, 3, 4, 5, 6

The Planning Team made assessments to determine if plans, policies, and/or programs needed to be expanded and/or improved; and whether those changes would support reducing the hazard. Any recommended changes to plans, policies, and programs are reflective in Table 7.2. It is also worth to note, that consideration was also given to needed plans, policies, and programs. They too are also included in Table 7.2.

7.6 MITIGATION MEASURE IMPLEMENTATION PLAN

The following table (**Table 7-3**) reflects the implementation plan for each mitigation measure. The implementation plan identifies the lead department responsible for the action, the estimated cost, potential funding source to support the action, and the proposed timeframe for completion. It is important to note that while a lead department is identified, that some other City departments (i.e., Information Technology, Police, Fire, or Facilities) may actually take the lead depending on the project (i.e., Memorandums of Understanding- *MOUs* and Business Continuity Plan- *BCPs*). Emergency Management may coordinate the effort but the other City departments may actually take the lead to complete the particular MOU or BCP. Additionally, the City intends to actively search for other possible funding source to help implement the mitigation measures but those resources are not known at this time to be listed. It is also worth to note that the City has listed Hazard Mitigation Assistance (HMA) grants under several of the mitigation measures. The City recognizes that HMA grants include the Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), and Flood Mitigation Assistance (FMA) funding. It was deemed better by the Planning Team to list it collectively, instead of only selecting 1 or 2 of the grant programs as to not limit consideration under the other grant programs.

Table 7-3. Mitigation Measure- Implementation Plan

	Mitigation Action	Lead	Cost	Timeframe	Funding	Score
1	Create and maintain a Key Asset Database	Emergency Management	<$100,000	< 1 year	General Fund	35
8	Update and maintain an Emergency Operations Plan (EOP); acquire necessary equipment/systems to support implementation	Emergency Management	<$100,000	< 1 year	General Fund/HMA	35
12	Participate and continue support of the OA Stakeholder Group	Emergency Management	<$100,000	<1 year	General Fund/HMA	35
13	Establish and maintain the Hazard Mitigation Planning Team	Emergency Management	<$100,000	<1 year	General Fund/HMA	35
30	Coordinate with San Bernardino International and Ontario International Airport's Emergency Management Division	Facilitates and Community Services	<$100,000	<1 year	General Fund	35

	Mitigation Action	Lead	Cost	Timeframe	Funding	Score
31	Coordinate with the County, surrounding local cities, and the regional Fusion Center	Police	<$100,000	<1 year	General Fund	35
17	Increase coordination with Lifeline Stakeholders to better understand their improvement, mitigation, and resiliency efforts	Emergency Management	<$100,000	1-3 years	General Fund	34
19	Coordinate with Southern California Edison Emergency Management	Municipal Utilities & Engineering	<$100,000	< 1 year	General Fund/ HMA	34
3	Develop and maintain Memorandums of Understanding (MOUs) and Public-Private Partnerships in support of emergency management and business continuity	Emergency Management	<$100,000	1-3 years	General Fund	33
7	Develop and maintain a Hazards Public Outreach Program; acquire necessary material/equipment/systems to support implementation	Emergency Management	<$100,000	< 1 year	General Fund/HMA	33
38	Formalize, maintain, and promote the Hazardous Materials Program; acquire necessary equipment, material, and supplies needed to support implementation	Fire	$100,000-$300,000	<1 year	General Fund	33
39	Enforce and support annual Training and Exercises	Fire / Emergency Management	$100,000-$300,000	1-3 years	General Fund/HMA	33
44	Coordinate with NTSB, Regional Association of governments, and County Transportation Department; acquire equipment, supplies, and other material as needed to support role	Facilities and Community Services	<$100,000	<1 year	General Fund	33
4	Develop and maintain Business Continuity Plan(s), emphasize loss of technology (Tech Down) situation	Emergency Management	$100,000-$300,000	1-3 years	General Fund/HMA	32
5	Develop and maintain an Emergency Public Communications Plan; acquire necessary equipment and maintain systems to support implementation	Emergency Management	<$100,000	< 1 year	General Fund/HMA	32
21	Formalize and expand the role of the Floodplain Manager/NFIP Coordinator	Municipal Utilities & Engineering	<$100,000	< 1 year	General Fund/ HMA	32

	Mitigation Action	Lead	Cost	Timeframe	Funding	Score
28	Ensure Fire Resistant Materials are incorporated into existing building modifications and/or future development	Fire	$100,000-$300,000	1-3 years	General Fund/ HMA	32
29	Incorporate Defensive Space Standards in existing and future building designs	Fire/Development Services	$100,000-$300,000	1-3 years	General Fund/ HMA	32
45	Coordinate with the County, surrounding local cities, and the regional Fusion Center; acquire equipment, supplies, and other material as needed to support role	Police	$300,000-$500,000	1-3 Years	General Fund / EMPG	32
2	Develop and maintain Emergency Circulation (Traffic) Plan(s); acquire necessary equipment to support implementation	Police / Facilities and Community Services	<$100,000	1-3 years	General Fund/ HMA	31
9	Develop a Policy to Incorporate Hazard Risk into other plans and development efforts	Office of City Manager	<$100,000	< 1 year	General Fund	31
20	Continue support of the County Floodplain Management Plan	Municipal Utilities & Engineering	<$100,000	< 1 year	General Fund/ HMA	31
42	Develop and maintain a Technology Master Plan; acquire equipment as needed to support implementation	Management Services	$100,000-$300,000	1-3 Years	General Fund	31
43	Develop and maintain IT Incident Response Plans; implement recommendations	Management Services	$100,000-$300,000	1-3 Years	General Fund	31
10	Develop and/or incorporate Emergency Management Training and Exercise Program into existing training and exercise programs	Emergency Management	$100,000-$300,00	1-3 years	General Fund/HMA	30
33	Coordinate with State and local Governments; acquire equipment, supplies, and other material as needed to support role	Emergency Management / Municipal Utilities & Engineering	$100,000-$300,000	1-3 Years	General Fund/EMPG	30
11	Conduct an Assessment of City-owned Lifeline infrastructure; acquire equipment and materials as need to support implementation	Municipal Utilities & Engineering	$500,000-$1,000,00	3-5 years	General Fund/HMA	29
14	Conduct an Assessment of City-owned Facilities; perform Structural and Non-structural Retrofits as needed	Municipal Utilities & Engineering	$500,000-$1,000,000	3-5 years	General Fund/HMA	29

	Mitigation Action	Lead	Cost	Timeframe	Funding	Score
15	Develop a Building Condition Assessment Report for typical of building construction types in the City; develop a program to support structural and non-structural retrofitting	Building Division	$100,000-$300,000	1-3 years	General Fund/HMA	29
16	Develop and maintain a Vegetation Management Plan	Facilities and Community Services	<$100,000	1-3 years	General Fund/HMA	29
27	Develop, maintain, and disseminate an Infectious Disease Response Plan; acquire equipment, supplies, and other material as needed to support role	Emergency Management	<$100,000	1-3 years	General Fund/ HMA	29
34	Develop and maintain a Water Conservation Plan; implement recommendations	Municipal Utilities & Engineering	$100,000-$300,000	<1 year	General Fund	29
35	Develop and maintain a Drought Emergency Plan; acquire equipment, supplies, and other material as needed to support role	Emergency Management / Municipal Utilities & Engineering	$100,000-$300,000	<1 year	General Fund	29
36	Coordinate with State of California local Governments; acquire equipment, supplies, and other material as needed to support role	Emergency Management	$100,000-$300,000	<1 year	General Fund	29
37	Develop and maintain an Extreme Temperature Emergency Plan; acquire equipment, supplies, and other material as needed to support implementation	Emergency Management	$100,000-$300,000	<1 year	General Fund	29
40	Coordinate with local citrus growers; acquire equipment, supplies, and other material as needed to support role	Facilities and Community Services	<$100,000	<1 year	General Fund	29
41	Work with State and County officials; acquire equipment, supplies, and other material as needed to support role	Facilities and Community Services	$100,000-$300,000	<1 year	General Fund	29
6	Develop and maintain an Energy Strategic Plan; acquire necessary equipment to support implementation	Municipal Utilities & Engineering	<$100,000	1-3 years	General Fund/HMA	28
32	Coordinate with Ca Department of Water Resources	Municipal Utilities & Engineering	<$100,000	<1 year	General Fund	28
18	Develop protocols and ensure appropriate personnel are signed up and receive Earthquake Notifications from USGS	Emergency Management	<$100,000	< 1 year	General Fund/ HMA	26

	Mitigation Action	Lead	Cost	Timeframe	Funding	Score
22	Conduct drainage improvements on Mission Zanja	Municipal Utilities & Engineering	> $1,000,000	3-5 years	General Fund/ HMA	26
23	Conduct drainage improvements on Reservoir Canyon	Municipal Utilities & Engineering	> $1,000,000	3-5 years	General Fund/ HMA	26
24	Conduct drainage improvements in Downtown	Municipal Utilities & Engineering	> $1,000,000	3-5 years	General Fund/ HMA	26
25	Conduct drainage improvements in South City	Municipal Utilities & Engineering	> $1,000,000	3-5 years	General Fund/ HMA	26
26	Conduct drainage improvements in North City	Municipal Utilities & Engineering	> $1,000,000	3-5 years	General Fund/ HMA	26

8 PLAN ADMINISTRATION

8.1 MONITORING, EVALUATING AND UPDATING THE PLAN

The City of Redlands Fire Department Emergency Management Division will lead the effort and will be responsible for ensuring that this plan is being monitored and evaluated over the next five (5) years. While there is not a confirmed meeting schedule, the Emergency Management Division will ensure that at a minimum there is an annual meeting of the Hazard Mitigation Planning Team and possibly other interested stakeholders to discuss the LHMP. The first annual meeting will occur one (1) year from the date of FEMA approval. The annual review with the Hazard Mitigation Planning Team will include; not limited to:

- Status on progress towards implementing mitigation measures
- The need for additional and/or removal of mitigation measures
- Adjustments to the mitigation measure and/or implementation plan
- Addition to the Goals and/or objectives
- Revisions to the Hazard Profiles, primarily focused on description, history, location

In addition to the annual meetings, the Emergency Management Division may also leverage existing meetings to review, evaluate, and discuss progress on the mitigation actions set forth in this plan. The Emergency Management Division will ensure that the LHMP is an agenda item or incorporated into the discussion in those meetings whenever appropriate.

The Hazard Mitigation Planning Team will also visit the LHMP after significant hazard events; ensuring Lessons Learned and other vital information is captured for incorporation into future LHMP updates. This will provide the Hazard Mitigation Planning Team with an opportunity to evaluate the value of any implemented mitigation actions, validate the needs of the remaining mitigation actions, and possibly identify additional mitigation actions.

Information obtained from all of these meetings will be captured by the Emergency Management Division and made available for the next LHMP update.

The Emergency Management Division will also lead the effort to update the LHMP. Understanding the need not to have the LHMP expire, the Emergency Management Division will begin the process of updating the LHMP two (2) years prior to the plan expiration date. The Emergency Management Division may or may not seek another Hazard Mitigation Assistance grant or the assistance of a consultant to support this effort. If either of these are true, the Emergency Management Division will incorporate appropriate time to account for those needs.

8.2 INCORPORATION INTO OTHER PLANNING EFFORTS

The City of Redlands is aware of the hazards that face its community, as historic incidents prove that disasters are a common occurrence in this area. The City will continue to strive toward protecting the life, property and economy of the City. The City of Redlands also supports an all-hazard approach, encouraging information sharing between City Departments to incorporate into other planning efforts. As other plans are developed, the LHMP information will be leveraged and incorporated when other plans could benefit

from a better understanding of hazards and the potential mitigation measures that can be taken. Over the past five (5) years, fiscal and personnel challenges has limited the City's ability to fully incorporated the LHMP into other plans. While previous Planning Team members have championed and shared LHMP information during other planning efforts, there has not been a formalized process to truly integrate the LHMP information into other plans. The City is still facing some of those same challenges but is committed to keep pushing for better integration of LHMP information. The City of Redlands is anticipating incorporating and/or leveraging the information from the LHMP into the:

- Emergency Operation Plan
- Water System Emergency Response Plan
- Water Conservation Management Plan (Title 13 – 13.06.010)
- Fire Protection Master Plan (Title 15, Section 15.20.580)
- Spill Prevention Control & Countermeasure Plan
- Storm Water Pollution Prevention Plan (Title 3 3.48.020 and 3.56.020)
- Business Emergency Contingency Plan
- Sewer Capital Improvement (Title 3 – 3.44.020)
- Vegetation Management (Title 15, Section 15.20.560)
- Wildland-Urban Interface Fire Area (Title 15, Section 15.20.550)
- Earthquake – Hazardous Building (Title 15, Section 15.52.020)

The City of Redlands incorporated by reference the previously LHMP into the City's General Plan Safety Element. As opportunities present themselves, the City will make every effort to incorporate the new LHMP information into the City's General Plan, where appropriate. In the meantime, the LHMP will be utilized to assess future development in accordance with the General Plan. In addition to reviewing future development against relevant land use and zoning regulations, building codes and fire codes, and environmental and engineering standards, it will also be reviewed against the LHMP. Proposed development projects will be assessed to determine exposure (or risk) to community hazards. The LHMP will also serve as a reference for suggested mitigation measures to reduce and/or eliminate risk from those hazards.

8.3 CONTINUED STAKEHOLDER AND PUBLIC INVOLVEMENT

As mentioned under Section 2.4 and 2.5, the City of Redlands will organize and/or participate in a variety of meetings/events to share and exchange information about mitigation with stakeholders and the public. The City will use its social media platforms and when, appropriate, leverage stakeholder and community social media platforms to announce the meetings/events. The City will also continue to provide public forms with our quarterly Disaster Council which gives the public and local emergency managers the opportunity to collaborate and coordinate prior to an emergency occurring.

8.4 POINT OF CONTACT

Comments or suggestions regarding this plan may be submitted to:

Fire Department; Emergency Management Division
Esther Martinez, Emergency Management Specialist
35 Cajon Street, Suite 12
Redlands, Ca 92373
(909) 798-7600 / emartinez@cityofredlands.org

APPENDIX 1 ADOPTION RESOLUTION

RESOLUTION NO. 8268

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING THE CITY OF REDLANDS HAZARD MITIGATION PLAN AS REQUIRED BY THE FEDERAL DISASTER MITIGATION AND COST REDUCTION ACT OF 2000

WHEREAS, President William J. Clinton signed H. R. 707, the Disaster Mitigation and Cost Reduction Act of 2000, into law on October 30, 2000; and

WHEREAS, the Disaster Mitigation Act of 2000 requires all jurisdictions to be covered by a Local Hazard Mitigation Plan to be eligible for Federal Emergency Management Agency post - disaster funds; and

WHERAS, local mitigation plans are required as a condition of receiving project grant funds under the Hazard Mitigation Assistance Grants and Public Assistance Eligibility; and

WHEREAS, the city of Redlands' Fire Department has acted as the lead agency in the development of the City of Redlands Hazard Mitigation Plan; and

WHEREAS, the City's Fire Department has coordinated the development of the Hazard Mitigation Plan; and

WHEREAS, the City's Fire Department is concerned about mitigating potential losses from natural disasters before they occur; and

WHEREAS, the plan identifies potential hazards, potential losses and potential mitigation measures to limit losses; and

WHEREAS, the City of Redlands General Plan Safety Element references/incorporates the Local Hazard Mitigation Plan; and

WHEREAS, the California State Governor's Office of Emergency Services and Federal Emergency Management Agency have reviewed the plan; and

WHEREAS, formal adoption of the plan by the Redlands City Council is required before final approval of the plan can be obtained from the Federal Emergency Management Agency; and

WHEREAS, the City Council has determined that it would be in the best interests of the City and its residents and visitors as a whole, to adopt the Hazard Mitigation Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. The City Council adopts the City of Redlands Hazard Mitigation Plan, dated November 2021, to meet the requirements of the Disaster Mitigation and Cost Reduction Act of 2000, and directs the Redlands Fire Department Emergency Management Division to forward the Hazard Mitigation Plan to the Governor's Office of Emergency Services and Federal Emergency Management Agency on behalf of the City for final approval.

Section 2. A certified copy of the City of Redlands Hazard Mitigation Plan shall be placed on file with the City Clerk's office and is available for viewing by the public.

ADOPTED, SIGNED AND APPROVED this 16th day of November, 2021.

Paul T. Barich, 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 16th day of November, 2021

AYES: Councilmembers Foster, Tejeda, Davis, Guzman-Lowry; Mayor Barich
NOES: None
ABSENT: None
ABSTAINED: None

Jeanne Donaldson, City Clerk

APPENDIX 2 PLANNING TEAM MEMBERS

Agency	Department	Staff	Position
City of Redlands	Airport	Shaffer, Carl	Airport Supervisor
City of Redlands	City Manager's Office	Baker, Carl	Public Information Officer
City of Redlands	City Manager's Office	McConnell, Janice	Assistant City Manager
City of Redlands	Development Services	Esparza, Cruz	Economic Development Manager
City of Redlands	Development Services	Foote, Brian	Planning Director
City of Redlands	Facilities and Community Services	Sullivan, Tim	Assistant Director
City of Redlands	Finance	Jenner, Farrah	Assistant Finance Director
City of Redlands	Fire	Anderson, Vincent	Fire Marshal
City of Redlands	Fire	Crews, Carly	EMS Coordinator
City of Redlands	Fire	Martinez, Esther	Emergency Operations Specialist
City of Redlands	Fire	Reyes, Bruni	Management Analyst
City of Redlands	Fire	Sessler, Rich	Deputy Chief
City of Redlands	Human Resources	Ng, Tommi	Assistant Director
City of Redlands	Innovation and Technology	Resh, Tom	GIS Supervisor/Web Administrator
City of Redlands	Innovation and Technology	Sanchez, Sandra	Information Technology
City of Redlands	Library	McCue, Don	Director
City of Redlands	Municipal Utilities and Engineering	Watson, Kevin	Operations Manager
City of Redlands	Planning	Lin, Catherine	Principal Planner
City of Redlands	Police	Reiss, Mike	Deputy Chief
City of Redlands	Police	Tolber, Rachel	Commander
City of Redlands	Purchasing	Abramovitz, Dana	Manager
Amazon		Morales, Linda	
Amazon		Notthingham, Greg	
American Red Cross	San Bernardino County	Anderson, Robert	Disaster Program Manager
Arrowhead Christian Academy		Bell, Nrian	Upper school Principal
Assemblyman James Ramos		Leyva, Jessie	Field Representative
CA Public Utilities Commission		Windbigler, Sandy	Business and Community Outreach
CALFire		Ahmad, Abdul	Division Chief
CALFire		Malinowski, Grant	Chief
Cal Trans		Sadler, Jason	
California Governor's Office of Emergency Services		Brown, Sonia	Senior Emergency Services Coordinator
California Highway Patrol		Seldon, Rod	Captain
Carollo		Deslauriers, Sarah	
Carollo		Roquebert, Vincent	
Carollo		Sobeck, Dave	Senior Vice President

Church of Jesus Christ Latter Day Saints		Cannon, Judy	Redlands Area Interfaith Council
City of Highland		Daniely, David	Administrative Analyst
City of Loma Linda		Kendal, Shannon	Joint Emergency Services Coordinator
City of Moreno Valley		Bricker, Zuzzette	Emergency Manager
City of San Bernardino		Oldendorf, Nick	Emergency Manager/ Sergeant
City of Yucaipa		O'Connell, Sherrie	Emergency Services Coordinator
Com Center		Franke, Tim	Com Center Supervisor
ESRI		Abushanab, Dan	CIO
ESRI		Berry, Don	Operations Manager
ESRI		Kelling, Daniel	Physical Security and Safety
ESRI		Nowlin, Chris	
Jonbe Care Retirement Community		Elshof, Richard	
Loma Linda Hospital		Ngo, Ehren	Emergency Operations Manager
Metrolink		Rodriguez, Richard	Emergency Manager
Montessori in Redlands		Camarillo, Ellen	Safety Coordinator
North Redlands Visioning Committee		Saucedo, Mario	
Office of Representative Pete Aguilar		Lewis, Curt	Grant Program Director
Office of Senator Mike Morrell		Bogh, Madison	Field Representative
Office of Senator Mike Morrell		Cornejo-Reynoso, Pacal	Field Representative
Omni Trans		Erwin, Barbara	Safety, Security, and Regulatory Compliance Manager
Packinghouse Christian Academy		Conner. Michelle	Safety Coordinator
Plymouth Village Retirement Community		Michaels, Julie	Executive Director
Redlands Adventist Academy		York, Glynda	Safety Coordinator
Redlands Bowl Summer Music Festival		Noerr, Beverly	Executive Director
Redlands Chamber of Commerce		Alvarez, Christopher	Executive Director

Redlands Christian Center		Wallace, Don	Redlands Area Interfaith Council
Redlands Community Hospital		Olmos, Melissa	Emergency Management Coordinator
Redlands Historical Society		Nelda, Stuck	
Redlands Unified School District		Arrellano, Mauricio	Superintendent
Redlands Unified School District		Mackamul-Covey, Carianne	
Redlands Unified School District		Morse, Ken	Coordinator of Operations and Facility Planning
Rochford Foundation		Timothy, Ellen	
San Bernardino County		Congjuico, Ashley	Medical Emergency Planning Specialist
San Bernardino County		Cruz, Carrie	Emergency Services Officer
San Bernardino County		Ramirez, Michael	Emergency Services Supervisor Officer
San Bernardino County School Districts		Marmolejo, Daniel	Safety Manager/ Intergovernmental Relations
Simpler Life		Snedaker, Bob	Owner
Southern California Gas		Scott, Kristine	Public Affairs Manager
Southern California Edison		Cloud, Mark	Government Affairs Representative
United States Post Office		Andrews, Janet	National Preparedness Specialist
University of Redlands		Abbey, Leonette	Project Management Coordinator
University of Redlands		Rogers, Michelle	Vice President Administration
University of Redlands		Talbott, Jeff	Director of Public Safety
University of Redlands		Walsh, John	Chaplain
Valley Preparatory School		Black, John	School Principal
Valley Preparatory School		Schutz, Derrick	Assistant Head of School

APPENDIX 3 PLANNING TEAM MEMBER MEETING ATTENDANCE MATRIX

City of Redlands
Local Hazard Mitigation Plan
Planning Team

Department / Agency	6/16/2020	8/18/2020	9/21/2020	10/19/2020	11/16/2020	1/11/2021	3/16/2021	4/7/2021	5/25/2021
Airport								X	
City Manager's Office	X	X	X	X	X			X	X
Development and Planning Services	X	X	X	X	X	X	X	X	X
Facilities and Community Services	X							X	
Finance			X				X		
Fire Department	X	X	X	X	X	X	X	X	X
Human Resources	X					X			
Information Technology	X	X	X	X	X	X	X	X	X
Library		X		X		X			X
Municipal Utilities and Engineering	X		X		X	X		X	X
Police	X	X		X			X	X	
Purchasing				X					
Amazon									
American Red Cross									
Arrowhead Christian Academy									
Assemblyman James Ramos									
CA Public Utilities Commission									
CAL Fire									
Cal Trans									
California Governor's Office of Emergency Services									
California Highway Patrol	X	X	X	X	X	X	X	X	X
Carollo	X	X	X	X	X	X	X	X	X
City of Highland									
City of Loma Linda	X								
City of Moreno Valley						X		X	
City of San Bernardino									
City of Yucaipa		X		X	X			X	X
Com Center									
ESRI	X	X	X	X	X	X	X	X	
Jonbe Care Retirement Community									
Loma Linda Hospital	X			X				X	
Metrolink									
Montessori in Redlands									
North Redlands Visioning Committee									
Office of Representative Pete Aguilar	X								

Updated 6/01/2021

City of Redlands
Local Hazard Mitigation Plan
Planning Team

Department / Agency	6/16/2020	8/18/2020	9/21/2020	10/19/2020	11/16/2020	1/11/2021	3/16/2021	4/7/2021	5/25/2021
Office of Senator Mike Morrell									
Omni Trans									X
Packinghouse Christian Academy									
Plymouth Village Retirement Community									
Redlands Adventist Academy									
Redlands Area Interfaith Council			X		X				
Redlands Bowl Summer Music Festival									
Redlands Chamber of Commerce			X	X	X	X		X	
Redlands Christian Center									
Redlands Community Hospital	X	X			X			X	X
Redlands Historical Society									
Redlands Unified School District							X		
Rochford Foundation									
San Bernardino County Office of Emergency Services							X		
San Bernardino County Public Health									
San Bernardino County School Districts									
Simpler Life									
So Cal Gas	X		X	X	X	X		X	X
Southern California Edison									
United States Post Office			X	X	X	X		X	X
University of Redlands	X		X	X	X	X			X
Valley Preparatory School									

APPENDIX 4 PUBLIC OUTREACH ANNOUNCEMENTS AND PRESENTATIONS

A G E N D A

This will be a teleconference meeting via Zoom.

The following information comprises the agenda for a regular meeting of the **DISASTER COUNCIL** of the City of Redlands at the time noted:

Monday, October 26, 2020

4:00 P.M. – 5:00 P.M.

Join Zoom Meeting

- https://cityofredlands.zoom.us/j/92594494297?pwd=TlQ3dy8vUFlCWHpWdDVma2llWmVSdz09
- Meeting ID: 925 9449 4297
- Passcode: 10262020
- One tap mobile
  - +16699006833,,92594494297#,,,,,,0#,,10262020# US (San Jose)
  - +13462487799,,92594494297#,,,,,,0#,,10262020# US (Houston)
- Dial by your location
  - +1 669 900 6833 US (San Jose)
  - +1 346 248 7799 US (Houston)
  - +1 253 215 8782 US (Tacoma)
  - +1 929 205 6099 US (New York)
  - +1 301 715 8592 US (Germantown)
  - +1 312 626 6799 US (Chicago)
  - 888 788 0099 US Toll-free
  - 877 853 5247 US Toll-free
- Meeting ID: 925 9449 4297
- Passcode: 10262020
- Find your local number: https://cityofredlands.zoom.us/u/adZ8Ocsdxg

HOW TO SUBMIT COMMENTS: Following public health recommendations to limit public gatherings during the COVID-19 pandemic, City Manager Charles M. Duggan Jr., acting as the City of Redlands Emergency Services Director has directed that Commission/Board meetings be closed to the public until further notice or until the current local State of Emergency has been lifted.

In order to have your public comment read into the public record at the meeting, members of the public are asked to submit comments (250 words or less) prior to Thursday, October 22, 2020 at 5:00 p.m. to Esther Martinez by email at **emartinez@cityofredlands.org** or by telephone at (909) 307-7313.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Goutam Dobey of Municipal Utilities/Engineering Department at (909) 798-7584 ext. 5. 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)

Individuals with a disability, consistent with the Americans with Disabilities Act, who need assistance with public comment, may contact Esther Martinez by telephone (909) 307-7313 or by email at **emartinez@cityofredlands.org** at least two hours before the meeting to make alternate arrangements.

A. Call to Order (Mayor Paul W. Foster)

B. Pledge of Allegiance (Mayor Paul W. Foster)

C. Public Comment (Mayor Paul W. Foster)
(At this time, the Disaster Council chair will read all public comments, up to 250 words, into record if they are received in accordance with the deadlines stated above. Please Note: The Disaster Council may not discuss or take action on any public comment made..

D. Introductions / Welcome (Chief Sessler)

E. Approval of Minutes (Mayor Paul W. Foster)

F. Old Business
1. No Follow-up items

G. New Business
1. Presentation by Andy Petrow from APetrow Consulting "City of Redlands Local Hazard Mitigation Plan Update"
    a. https://www.cityofredlands.org/sites/main/files/file-attachments/redlands_final_hmp_april_2015.pdf?1552928023

H. Member Announcements (Roundtable)

I. Possible agenda items for next meeting (?)

J. Adjournment
(The next Disaster Council Meeting will be held on January 25, 2021)

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Goutam Dobey of Municipal Utilities/Engineering Department at (909) 798-7584 ext. 5. 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)

City of Redlands

Local Hazard Mitigation Plan Update

PUBLIC KICKOFF MEETING/PRESENTATION

OCTOBER 26, 2020

Purpose of the Meeting/Presentation

- Introduce the Project
  - What and Why were are doing it
- Gain Common Understanding of:
  - Mitigation
  - Local Hazard Mitigation Plans (LHMP)
- Increase Awareness of the City of Redlands LHMP and Update Process
  - What hazards are being addressed
  - How the LHMP will be updated
- Set expectations moving forward
  - How you can keep updated on progress

Agenda

- Background
- Definition of Mitigation
- Local Hazard Mitigation Plans (LHMP) Overview
- City of Redlands LHMP Overview
- Public Outreach Effort
- Next Steps

Background

- FEMA provides funds after disasters to mitigate future impacts
- Historically difficult to identify eligible projects
  - *pressure to obligate funds*
- In 2000, FEMA revised regulations to require an LHMP to received mitigation funds
- LHMP must be comprehensive and identify projects
  - *Project must be in LHMP to be eligible for funding*

Definition of Mitigation

- Part of the Disaster Cycle
- FEMA defines Mitigation as the *"effort to reduce and/or eliminate loss of life and property by lessening the impacts from hazards"*
- Benefits of mitigation include:
  - Saved lives
  - Reduced damage to property
  - Reduced economic losses
  - Minimized social disruption
  - Shorter recovery period for the community



Local Hazard Mitigation Plans

Goal-

- To develop a strategy to reduce and/or eliminate impacts from hazards

Objectives-

- Apply a comprehensive planning approach
  - Involve the Whole Community (regional stakeholders)
  - Address Multi-hazards
  - Engage the public
- Understand capabilities and vulnerabilities to hazards
  - Identify Key Assets
- Identify projects and actions
- Integrated with other planning efforts

Local Hazard Mitigation Plans (cont)

LHMP Requirements

- Locals prepare, adopt, and maintain….must be update every 5 years
- Cal OES reviews
- FEMA approves

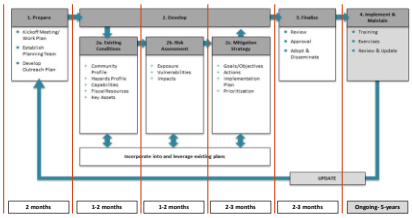
What are Cal OES/FEMA are looking for……

- Proper documentation of planning process
- Current community, hazard, and impact information
- Validation/Identification of projects and actions
- Method for plan review (updating) and implementation
- Verification plan was adopted

City of Redlands LHMP

- Last Approved and Adopted in 2015
- Can be found on the City's website
  https://www.cityofredlands.org/pod/emergency-plans
- Analyzed the following hazards
  - Chemical Agents
  - Chemical/Hazardous Materials Spill
  - Crop Losses/Freezing
  - Dam Breach
  - Disease
  - Drought
  - Earthquake
  - Energy/Power Outage/Excessive Heat
  - Flooding
  - Infestation
  - Mudslide/Landslide
  - Tornado
  - Wildfire
  - Windstorm
- Mitigation Actions (projects) focused on priority hazards

City of Redlands LHMP (cont)



City of Redlands LHMP (cont)

Planning Team

- Representatives from the City Departments
- Representatives from Regional Stakeholders
  - State
  - County
  - Special Districts
  - Non-governmental Organizations
  - Lifelines
  - Hospitals/Care Facilities
  - Businesses (large employment corporations)
- Consultant Team

Public Outreach Effort

- Because of COVID-19 challenges with, outreach will be done virtually
- Two (2) public meetings
  - Project kickoff….*this meeting*
  - Draft plan review
- Status Updates
  - City Social Media (Website, FaceBook, Instagram, LinkedIn, Twitter)
  - Other Social Media (NextDoor, stakeholder social media platforms)
  - Leverage City Council/Community meetings
  - *Possibly* Newspapers/letters (local, regional, city, community organizations)
  - *Possibly* Flyer Announcements (inserts in invoices/bills)

Next Steps

- Review public comments
- Hold additional Planning Team meetings
- Prepare and Review draft LHMP sections
- Provide status updates to the public

Contacts

- Esther Martinez
  - (909) 798-7600
  - emartinez@cityofredlands.org
- Andy Petrow
  - (818) 294-5472
  - petrowa@msn.com

A G E N D A

This will be a teleconference meeting via Zoom.

The following information comprises the agenda for a regular meeting of the **DISASTER COUNCIL** of the City of Redlands at the time noted:

Monday, April 26, 2021

4:00 P.M. – 5:00 P.M.

Join Zoom Meeting
https://cityofredlands.zoom.us/j/97062400382?pwd=akJJM1IxajNJM1lEUGxrSVlhV2lYdz09

Meeting ID: 970 6240 0382
Passcode: 906782
One tap mobile
+16699006833,,97062400382#,,,,*906782# US (San Jose)
+12532158782,,97062400382#,,,,*906782# US (Tacoma)
Dial by your location
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington D.C)
877 853 5247 US Toll-free
888 788 0099 US Toll-free
Meeting ID: 970 6240 0382
Passcode: 906782
Find your local number: https://cityofredlands.zoom.us/u/amB3lchzX

HOW TO SUBMIT COMMENTS: Following public health recommendations to limit public gatherings during the COVID-19 pandemic, City Manager Charles M. Duggan Jr., acting as the City of Redlands Emergency Services Director has directed that Commission/Board meetings be closed to the public until further notice or until the current local State of Emergency has been lifted.

In order to have your public comment read into the public record at the meeting, members of the public are asked to submit comments (250 words or less) prior to Thursday, April 23, 2021 at

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Goutam Dobey of Municipal Utilities/Engineering Department at (909) 798-7584 ext. 5. 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)

5:00 p.m. to Esther Martinez by email at **emartinez@cityofredlands.org** or by telephone at (909) 307-7313.

Individuals with a disability, consistent with the Americans with Disabilities Act, who need assistance with public comment, may contact Esther Martinez by telephone (909) 307-7313 or by email at **emartinez@cityofredlands.org** at least two hours before the meeting to make alternate arrangements.

A. Call to Order (Mayor Paul Barich)

B. Pledge of Allegiance (Mayor Paul Barich)

C. Public Comment (Mayor Paul Barich)
(At this time, the Disaster Council chair will read all public comments, up to 250 words, into record if they are received in accordance with the deadlines stated above. Please Note: The Disaster Council may not discuss or take action on any public comment made..

D. Introductions / Welcome (Chief Sessler)

E. Approval of Minutes (Mayor Paul Barich)

F. Old Business
1. No Follow-up items

G. New Business
   a. Presentation by Andy Petrow from APetrow Consulting "City of Redlands Local Hazard Mitigation Plan Draft"
      i. Overview of draft plan for public review.

H. Member Announcements (Roundtable)

I. Possible agenda items for next meeting (?)

J. Adjournment
(The next Disaster Council Meeting will be held on July 26, 2021)

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Goutam Dobey of Municipal Utilities/Engineering Department at (909) 798-7584 ext. 5. 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)

City of Redlands

Local Hazard Mitigation Plan Update

PUBLIC KICKOFF MEETING/PRESENTATION

APRIL 26, 2021

Purpose of the Meeting/Presentation

- Quick Overview of the Project
  - What is a Local Hazard Mitigation Plan (LHMP)
  - Why are we updating the LHMP
- Review Information in the draft LHMP
  - Federal Requirements
  - List of Community Hazards
  - Proposed Mitigation Measures/Actions
- Discuss Next Steps
  - What is left to do

Overview

- FEMA provides funds to mitigate hazard impacts but require a LHMP
  - *Mitigation measure/action must be in LHMP to be eligible*
- LHMP = City's strategy to mitigate impacts from hazards
  - *Must include a comprehensive planning process*
  - *Must understand capabilities and vulnerabilities*
  - *Must include mitigation measures/actions*
- LHMP must be updated every 5 years
  - *City of Redlands last updated in 2015*

Federal Requirements

- Locals prepare, adopt, and maintain
- Cal OES reviews
- FEMA approves

What are Cal OES/FEMA are looking for……

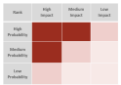
- Documentation of planning process
- List of current capabilities and hazards
- Understanding of impacts (vulnerability)
- Identification of mitigation measures/actions
- Plan for maintaining and implementing LHMP

Capability Assessment

- What tools are in your mitigation toolbox
- Resources
  - ***Personnel-*** *who works (can work) on mitigation efforts*
  - ***Governance-*** *what rules are in place to support mitigation*
  - ***Technical-*** *what special skills are available to support mitigation*
  - ***Fiscal-*** *what kind of funding is available for mitigation efforts*

Hazards in the Draft LHMP

- Analyze all hazards in the community
  - *Provide Description, History, Location, other information*
- Screen (prioritize) all hazards
  - *Probability vs Impact*
- Hazards in the LHMP; Priority hazards in **bold**
  - Aircraft Accident/Incident
  - Chemical Agent Release
  - Civil Disturbance
  - Dam Breach
  - Drought
  - **Earthquake**
  - **Energy Shortage/Power Outage**
  - Extreme Temperature
  - **Flood**
  - Hazardous Material Accident
  - **Infectious Disease**
  - Infestation
  - Landslide
  - Technology Disruption
  - Train Accident/Incident
  - **Wildfire**
  - **Windstorm**



Vulnerability Assessment

- Quantitative Impacts
  - *Damage Assessment models (Hazus)*
  - *Exposure Assessment (hazard footprint)*
- Qualitative Impacts
  - *Population*
  - *Built Environment*
  - *Lifelines*
  - *Economy*
  - *Environment*

Mitigation Strategy

- Only need to address *priority* hazards
- Includes actions that cut across multiple hazards
- Actions need to be prioritized
  - *Assessed against typical challenges to projects (feasibility assessment)*
- Must have an implementation plan
  - *Identify lead Department*
  - *Estimate on how long it will take*
  - *Estimate how much it may cost*
  - *Identify possible funding sources*

Proposed Mitigation Measures/Actions

- Develop a **Key Asset** Database
- Adopt policy to **incorporate hazards** into relevant city plans/programs
- Develop/Expand **MOUs** and **Public-Private Partnerships**
- Develop/Expand **Public Outreach** efforts regarding hazards
- Develop/Expand **Emergency Management Training and Exercises**
- **Assess City-owned Facilities** (structural/non-structural retrofitting)
- Develop **Mitigation Reference Guide** for privately-owned Facilities
- **Build Closer Working Relationship** with utilities, government (State, County, locals), Airports/Rail, Citrus Growers, local Businesses, Faith-based organizations
- **Improve Drainage** throughout the City

Proposed Mitigation Measures/Actions (*cont.*)

- Develop/Expand **Plans/Assessments;** *implement recommendations*
  - *Business Continuity Plan*
  - *Emergency Circulation Plan*
  - *Emergency Operations Plan*
  - *Emergency Public Communications Plan*
  - *Energy Strategic Plan*
  - *Extreme Temperature Plan*
  - *Infectious Disease Response/Recovery Plan*
  - *Technology Master Plan; including an IT Incident Response Plan*
  - *Vegetation Management Plan*
  - *Water Conservation/Drought Emergency Plan*

Next Steps

- Review public comments
  - *Draft LHMP can be found on City website by end of the week*
- Finalize draft LHMP with the Planning Team
- Submit and Review draft LHMP with Cal OES/FEMA
  - *Revise as needed*
- City Council Adoption

Contacts

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APPENDIX 5 KEY ASSETS

The City of Redlands has identified the following key building assets (**Table APP1**). Table3.6 captures the Redlands Unified School District by campus; however, there are several permanent and temporary structures on each campus. **Table APP2** depicts the number of permanent and temporary structures on each campus.

Table APP1 Key Building Assets

Facility Name	Address	Year Built	Bldg. Sq. Ft	Structure Type	Replacement Cost
Fire Station 261	525 E. Citrus Ave.	2001	4,200	Wood Frame	$1.98M
Fire Station 262	1716 Garden St.	1969	2,500	Wood Frame	$1.18M
Fire Station 263	10 W. Pennsylvania Ave.	1985	3,000	Wood Frame	$1.42M
Fire Station 264					
Police Dispatch	1270 W. Park Ave	1984	8,800	Wood Frame	$4.16M
Emergency Operations Center	1270 West Park Ave	1985	6,200	Concrete Block/ Reinforced Masonry	$3.0M
Police Annex	30 Cajon Street		20,000		
Animal Control	504 N. Kansas St.		750		
Joslyn Senior Center	21 Grant St.		8,700		
Community Center	111 W. Lugonia Ave.		27,500		
Corporate Yard, including HAZMAT Storage	1270 W. Park Ave		67,400		$3.4M
Henry Tate Water Treatment Plant	3050 Mill Creek Rd., Mentone		N/A		$20.0M
Hinkley Surface Water Treatment Plant	1604 Crafton Ave.		26,614		$20.0M
Highland Ave. Water Complex	Highland Ave.		N/A		$30.0M
Redlands Wastewater Treatment Facility	1950 N. Nevada St.		N/A		
City Hall	35 Cajon Street		20,054		$7.82M
Redlands Municipal Airport	1745 Sessums Dr	Various	Various	Wood and Metal Framed	$103M
San Bernardino International Airport	1601 E 3rd St #100		1,329 acres		
A.K. Smiley Library	125 W Vine St	1898	64,000		$40M
Contemporary Club	173 S Eureka St		4,000		$6M
Power Plant- Redlands	2492 W San Bernardino Ave	1893			$2B
Lincoln Shrine	125 W Vine St	1932	3800		$8M
Agate Ave. Reservoir	Agate Ave & Salerno Ave				
Arroyo Reservoir	Arroyo Crest & Smiley Heights Dr				

Country Club Reservoirs	Country Club Dr & Verde Vista Dr				
Crafton College Reservoir	Crafton Hills Ridge Cir				
Dearborn Reservoir	500 N Dearborn St				
Fifth Ave. Reservoir	Valencia Dr & King St				
Highland Avenue Reservoir	Parkford Dr & Marshall St				
Margarita Reservoir	Margarita Dr & Marilyn ln				
Mill Creek Reservoir	3040 Mill Creek Rd				
Sand Canyon Reservoir	Campus Dr & Sand Canyon Rd				
Smiley Heights Reservoir	Smiley Heights Dr & Calle de Las Palmas				
South Ave. Reservoir	Sunset Dr & Felisa Ct				
Sunset Reservoir	13198 Helen Ct				
Texas Grove Reservoir	1660 Texas St				
Texas Street Site Reservoir	1321 Texas St				
Ward Way Reservoir	1369 Fairview ln				
Water Quality Lab	1950 Nevada St				
Julian Way Effluent Valve (Tate)	3050 Mill Creek Rd				
Ward Way Valve	2594 Mill Creek Rd				
Well 38	11143 Nevada St				
24" Highline Transmission Pipeline	Various				
Zone 1570 Piping/water distribution system	Various				
Zone 1750 Piping/water distribution system	Various				
Zone 1900 Piping/water distribution system	Various				
University of Redlands					
Kaiser Permanente Redlands Medical	1301 California Street				
Redlands Community Hospital	350 Terracina Boulevard				
ESRI	380 New York Street	1969			
Beaver Medical Group	2 West Fern Avenue				
Arroyo Verde Elementary School)	7701 Church Street, Highland, CA 92346	1989-1990	50,911		7,564.68*
Beattie Middle School	7800 Orange St., Highland CA, 92346	2004	92,310		26,053.12*
Bryn Mawr Elementary School	11680 Whittier Ave., Loma Linda CA, 92354	1990	63,605		10,806.60*
Citrus Valley High School	800 West Pioneer Ave., Redlands, CA, 92374	2009	N/A		N/A
Clement Middle School	501 East Pennsylvania Ave., Redlands CA, 92374	1961 1964	133,124		20,428.36*
Cope Middle School	1000 West Cypress Ave., Redlands CA, 92373	1956-1957	160,739		25,046.61*
Crafton Elementary School	311 North Wabash Ave., Redlands CA, 92374	1936-1965	69,931		9,224.26*
Cram Elementary School	29700 Water St., Highland	1997	52,814		7,696.27*

	CA, 92346				
Franklin Elementary School	850 East Colton Ave., Redlands CA, 92374	1955 1969	70,450		11,455.98*
Highland Grove Elementary School	7700 Orange St., Highland CA, 92346	2005	46,549		11,375.73*
Judson & Brown Elementary School	1401 E Pennsylvania Ave., Redlands CA, 92374	2006	42,344		13,216.96*
Kimberly Elementary School	301 West South Ave., Redlands CA, 92373	1956-1963	74,670		9,357.75*
Kingsbury Elementary School	600 Cajon St., Redlands CA, 92373	1968	62,205		8,618.97*
Lugonia Elementary School	202 East Pennsylvania Ave., Redlands CA, 92374	1955 1963	58,856		9,258.99*
Mariposa Elementary School	30800 Palo Alto Dr., Redlands CA, 92373	1964	56,613		7,664.47*
McKinley Elementary School	645 West Olive Ave., Redlands CA, 92373	1938 1966	52,529		8,222.37*
Mentone Elementary School	1320 Crafton Ave., Mentone CA, 92359	1949	43,566		6,651.36*
Mission Elementary School	10568 California Street, Redlands, CA 92374	1938, 1965 1970	62,341		11,004.51*
Moore Middle School	1550 East Highland Ave., Redlands CA, 92374	1965	144,730		22,765.39*
Orangewood High School (Continuation)	515 Texas St., Redlands CA, 92374	1940, 1955, 1990 1992	42,142		5,845.34*
Redlands East Valley High School	31000 East Colton Ave., Redlands CA, 92374	1995	326,895		55,068.16*
Redlands High School	840 East Citrus Ave., Redlands CA, 92374	1928 1970	393,384		64,529.62*
Smiley Elementary School	1210 West Cypress Ave., Redlands CA, 92373	1952, 1963 1980	68,896		9,502.79*
Victoria Elementary School	1505 Richardson St., San Bernardino CA, 92408	1949 1967	49,264		7,027.26*
Central Administration/ Enrollment Center	7 West Delaware St, Redlands, CA 92374	1970 1991	11,830		1,744.39*
District Office -North	20 West Lugonia Ave., Redlands, CA 92346	1970	30,213		5,793.59*
District Office - South	25 West Lugonia St., Redlands, CA 92346	1937 1992	13,979		2,699.90*
Supply Center	250 Church Street, Redlands, CA 92374	1973	37,192		3,744.82*
Transportation	956 East Citrus Ave., Redlands, CA 92374	1929	6,670		527.12*

*- Replacement Value ($1,000)

Table APP2 Number of Structures on Redlands Unified School District Campuses

Name	# of Buildings	
	Permanent	Portable
Arroyo Verde Elementary School	24	11
Beattie Middle School	8	3
Bryn Mawr Elementary School	26	11
Citrus Valley High School	N/A	N/A
Clement Middle School	35	25
Cope Middle School	42	24
Crafton Elementary School	21	12
Cram Elementary School	27	19
Franklin Elementary School	7	2
Highland Grove Elementary School	6	0
Judson & Brown Elementary School	9	0
Kimberly Elementary School	21	13
Kingsbury Elementary School	12	6
Lugonia Elementary School	19	7
Mariposa Elementary School	16	10
McKinley Elementary School	12	6
Mentone Elementary School	26	19
Mission Elementary School	11	6
Moore Middle School	25	15
Orangewood High School (Continuation)	19	8
Redlands East Valley High School	83	69
Redlands High School	83	48
Smiley Elementary School	11	1
Victoria Elementary School	22	12
Central Administration/ Enrollment Center	3	0
District Office -North	4	3
District Office - South	9	5
Supply Center	5	2
Transportation	3	1
TOTAL	**592**	**338**

Appendix 6 List of Significant Earthquakes in California Since 1700

Date	Magnitude	Name, Location, or Region Affected	Loss of Life and Property
1700, Jan. 26	9.0	Offshore, somewhere between Cape Mendocino and Canada	Limited data available, magnitude is an estimate. Shook northern California, Oregon, Washington, and southern British Columbia; caused tsunami damage to villages in Japan and western US
1857, Jan 9	7.9	Great Fort Tejon earthquake	1 dead; damage from Monterey to San Bernardino County
1906, Apr 18	7.8	Great 1906 San Francisco Earthquake and Fire	3,000 dead; $524 million in property damage (includes damage from fire)
1838, Jun	7.4	San Francisco to San Juan Bautista	Limited data available, magnitude is an estimate. Damage to San Francisco and Santa Clara
1872, Mar 26	7.4	Owens Valley	27 dead; 56 injured; $250,000 in property damage
1980, Nov 8	7.4	West of Eureka	6 injured; $2 million in property damage
1812, Dec 8	7.3	Wrightwood	Limited data available, magnitude is an estimate. 40 dead at San Juan Capistrano
1892, Feb 24	7.3	Laguna Salida, Baja California	Damage to San Diego and Imperial Valley
1922, Jan 31	7.3	Offshore, about 70 mi W of Eureka	
1952, Jul 21	7.3	Kern County earthquake	12 dead; $60 million in property damage
1954, Dec 16	7.3	Fairview Peak, near Fallon, NV	
1992, Jun 28	7.3	Landers	1 dead; 402 injured; $91.1 million in property damage
1923, Jan 22	7.2	Off Cape Mendocino	Destructive in Humboldt County; strongly felt in Reno
1932, Dec 21	7.2	Cedar Mountain, near Gabbs, NV	
1992, Apr 25	7.2	Petrolia	356 injured; $48.3 million in property damage
1812, Dec 21	7.1	Los Angeles, Ventura, Santa Barbara	Limited data available, magnitude is an estimate. 1 dead
1927, Nov 4	7.1	40 km west of Lompoc	Damage in Santa Barbara and San Luis Obispo counties
1954, Dec 16	7.1	Dixie Valley, near Fallon, NV	
1868, Oct 21	7.0	Hayward Fault	30 dead; $350,000 in property damage
1899, Apr 16	7.0	Offshore, about 80 miles west of Eureka	
1934, Dec 31	7.0	In Mexico, about 100 miles SE of El Centro	
1940, May 19	7.0	Imperial Valley	9 dead; $6 million in property damage
1991, Aug 17	7.0	Offshore, about 100 miles NW of Eureka	Preceded by two quakes (M 6.3 and 6.2) on Aug. 16 and 17
1994, Sep 1	7.0	Offshore, about 70 miles W of Cape Mendocino	
1873, Nov 23	6.9	Crescent City region	Damage in California-Oregon border area
1989, Oct 17	6.9	Loma Prieta	63 dead; 3,737 injured; $6 billion in property damage

1872, Mar 26	6.8	Owens Valley	Aftershock of previous entry
1872, Apr 11	6.8	Owens Valley	Aftershock of March 26, 1872 quake
1890, Feb 9	6.8	San Jacinto fault?	Little damage
1918, Apr 21	6.8	San Jacinto	1 dead; several injuries; $200,000 in property damage
1925, Jun 29	6.8	Santa Barbara	13 dead; $8 million in property damage
1954, Jul 6	6.8	Rainbow Mountain, near Fallon, NV	
1999, Oct 16	7.1	Bullion Mountains (Hector Mine)	Minimal injuries and damage due to sparse population in affected area
1954, Aug 24	6.8	Rainbow Mountain, near Fallon, NV	
1976, Nov 26	6.8	Offshore, about 100 mi WNW of Eureka	
1898, Apr 15	6.7	Fort Bragg - Mendocino	Limited data available, magnitude is an estimate. Damage from Fort Bragg to Mendocino; 3 houses collapsed; landslides reported
1899, Dec 25	6.7	San Jacinto and Hemet	6 dead; $50,000 in property damage
1994, Jan 17	6.7	Northridge	57 dead; more than 9,000 injured; about $40 billion in property damage
1892, Apr 19	6.6	Vacaville	1 dead; $225,000 in property damage
1915, Nov 21	6.6	In Mexico, about 60 miles S of El Centro	
1941, Feb 9	6.6	Offshore, about 65 miles W of Eureka	
1954, Dec 21	6.6	East of Arcata	1 dead; several injured; $2.1 million in property damage
1968, Apr 8	6.6	Borrego Mountain	
1971, Feb 9	6.6	San Fernando	65 dead; more than 2,000 injured; $505 million in losses
1987, Nov 24	6.6	Superstition Hills	part of above damage
1992, Apr 26	6.6	Petrolia	Aftershock of the Apr. 25 quake
1992, Apr 26	6.6	Petrolia	Another aftershock of Apr. 25 quake
1852, Nov 29	6.5	Near Fort Yuma, Arizona	Limited data available, magnitude is an estimate.
1860, Mar 15	6.5	Carson City	Limited data available, magnitude is an estimate.
1865, Oct 8	6.5	Santa Cruz Mountains	$0.5 million in property damage
1918, Jul 15	6.5	Offshore, about 40 W of Eureka	
1934, Jul 6	6.5	Offshore, about 100 mi WNW of Eureka	
1934, Dec 30	6.5	In Mexico, about 40 miles S of El Centro	
1947, Apr 10	6.5	East of Yermo	
1956, Feb 9	6.5	In Mexico, about 80 miles SW of El Centro	
1979, Oct 15	6.5	Imperial Valley	9 injured; $30 million in property damage
1992, June 28	6.5	Big Bear	Included with Landers losses, above
2003, Dec 22	6.5	San Simeon	

1836, Jun 10	6.4	Near San Juan Bautista	Limited data available, magnitude is estimate. Older reports reported quake as possibly larger and centered near Oakland
1898, Mar 31	6.4	Mare Island	$350,000 in property damage
1991, Jul 12	6.6	Offshore west of Crescent City	
1899, Jul 22	6.4	Wrightwood	Chimneys knocked down; landslides reported
1911, Jul 1	6.4	Morgan Hill area	
1933, Mar 11	6.4	Long Beach	115 dead; $40 million in property damage
1942, Oct 21	6.4	About 25 miles W of Westmoreland	
1983, May 2	6.4	Coalinga	
1986, Jul 21	6.4	Chalfant Valley	
1800, Nov 22	6.3	San Diego/San Juan Capistrano region	Limited data available, magnitude is an estimate. Damaged adobe walls of missions in San Diego and San Juan Capistrano
1922, Mar 10	6.3	Parkfield	
1995, Feb 19	6.3	Offshore, about 70 miles W of Cape Mendocino	
1980, May 25	6.2	Mammoth Lakes	
1984, Apr 24	6.2	Morgan Hill	$8 million in property damage
1908, Nov 4	6.0	SW of Death Valley	
1948, Dec 4	6.0	East of Yermo	
1980, May 25	6.0	Mammoth Lakes	
1987, Oct 1	6.0	Whittier Narrows	8 dead; $358 million in property damage to 10,500 homes and businesses

Attachment 3

Adoption Resolution

3

City Council **AGENDA ITEM NO. L1.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of two Resolutions related to compliance with Senate Bill 707 (SB 707): Resolution No. 8788 amending and restating Protocols for Resolving Disturbances at Public Meetings and Resolution 8787 No. establishing a Policy for Addressing Connection Disruptions During Hybrid Public Meetings (Assistant City Manager McConnell)

MOTION:

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

1. I move to adopt Resolution No. 8788 amending and restating protocols for resolving disturbances at public meetings and rescinding Resolution No. 7482; and

2. I move to adopt Resolution No. 8787 establishing a policy for addressing connection disruptions of two-way telephone or audiovisual platforms during public meetings pursuant to Senate Bill 707 (Government Code Section 54953.4(b)(1)).

RECOMMENDATION:

Staff recommends that the City Council adopt two resolutions to ensure compliance with Senate Bill 707 (SB 707), including a resolution amending and restating protocols for resolving disturbances at public meetings; and a resolution establishing a policy for addressing connection disruptions during hybrid public meetings.

DISCUSSION:

In 2025, the State of California enacted Senate Bill 707 (SB 707), to expand public access and participation in local government meetings. Beginning July 1, 2026, qualifying legislative bodies, including the City Council, are required to allow members of the public to participate through two-way telephonic or audiovisual platforms. SB 707 also establishes new requirements related to maintaining order during meetings and addressing technical disruptions that may impact remote participation. The two resolutions presented herein are intended to bring the City of Redlands into compliance with these requirements.

Resolution 8788 amends and restates the City's existing protocols for addressing disturbances during public meetings. Resolution No. 7482, adopted in 2015, established procedures for maintaining order during in-person meetings but does not address remote participation. The proposed updates expand these protocols to apply equally to in-person and remote participants, consistent with SB 707. The resolution establishes a clear warning process and authorizes the Mayor, or presiding officer, to mute or disconnect remote participants who continue to disrupt the meeting after a warning has been issued, while maintaining existing enforcement procedures for in-person disruptions. Adoption of this resolution will rescind Resolution No. 7482 and replace it with updated protocols attached as Exhibit "A."

Resolution 8788 establishes a formal policy for addressing connection disruptions during hybrid public meetings, as required by SB 707 (Government Code Section 54953.4(b)(1)). If a disruption prevents remote participation, the legislative body must recess the meeting for at least one hour to allow staff to make a good faith effort to restore service. If service is restored, the meeting may reconvene; if not, the legislative body may proceed only upon making findings that good faith efforts were made and that the public interest in continuing the meeting outweighs the need for remote access. This policy establishes clear procedures consistent with SB 707 and applies them across all City legislative bodies conducting hybrid meetings.

ALTERNATIVES:

The City Council may choose not to adopt one or both of the proposed resolutions. However, doing so would result in the City not being fully compliant with SB 707 requirements, which take effect July 1, 2026.

STRATEGIC PLAN:

NA

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

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

PREPARED BY:
Whitney Mesna, Management Analyst

FISCAL IMPACT

Fiscal Year: FY 2025/26

Revenue Generating: No

Amount: N/A

Budgeted Y/N: N/A

Account No.: N/A

Additional Appropriation Required: No

Discussion:

There is no direct fiscal impact associated with the adoption of these resolutions. Existing staff and technology resources will be used to implement the requirements of SB 707.

Attachments

Resolution_No_8787_SB_707bm05192026.pdf
Resolution_No_8788_SB_707bm05192026.pdf

RESOLUTION NO. 8787

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A POLICY FOR ADDRESSING CONNECTION DISRUPTIONS OF TWO-WAY TELEPHONE OR AUDIOVISUAL PLATFORMS DURING PUBLIC MEETINGS PURSUANT TO SENATE BILL 707 (CALIFORNIA GOVERNMENT CODE SECTION 54953.4(b)(1))

WHEREAS, Senate Bill ("SB") 707 was enacted into law, which amends the Ralph M. Brown Act ("Brown Act") (Government Code Section 54950, *et seq*.) for the purpose of expanding and diversifying public engagement during public meetings of qualified legislative bodies such as the City Council; and

WHEREAS, among the new requirements in SB 707, the Brown Act now requires hybrid meetings of qualified legislative bodies to allow the public to participate remotely through a two-way telephone or audiovisual platform; and

WHEREAS, SB 707 also requires that the City Council adopt a formal policy by or before July 1, 2026 that outlines how the qualified legislative body will address two-way telephone or audiovisual platform disconnections and interruptions that prevent the public from virtually attending and participating in a meeting; and

WHEREAS, SB 707 requires the qualified legislative body to take a recess and to attempt to restore service for at least one hour; and after the expiration of one hour, the legislative body may proceed with the meeting if the legislative body finds that good faith efforts were made to restore service and the public interest in continuing the meeting outweighs remote access; and

WHEREAS, by this Resolution, the City Council adopts this policy for managing technical disruptions of two-way remote participation of public meetings to comply with SB 707 (Government Code Section 54953.4(b)(1)).

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

Section 1. Pursuant to Government Code Section 54953.4(b)(1), the City Council and any other city commission, board or committee that is subject to the Brown Act and conducts hybrid meetings utilizing a two-way telephone or audiovisual platform for public participation shall address connection disruptions as follows:

(a) In the event of a connection disruption that makes remote public participation not possible during a meeting, the presiding officer shall recess the meeting for no less than one (1) hour to allow city staff/consultants to make a good faith effort to restore service and allow the public to participate in the meeting remotely. The City Council may meet in closed session during this period.

(b) If service is restored by or before the expiration of one (1) hour, the presiding officer shall reconvene the meeting allowing the public to participate remotely.

(c) After the expiration of one (1) hour, if service is not restored, the City Council shall adjourn the meeting, unless the majority of the City Council by roll call vote makes the following findings to continue the meeting:

(i) Good faith efforts to restore service to allow remote public participation has been made in accordance with this policy; and

(ii) The public interest in continuing the meeting outweighs the public interest in remote public access.

Section. 2. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 2nd of June, 2026.

_____
Mario Saucedo, 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 2nd day of June, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Jeanne Donaldson, City Clerk

RESOLUTION NO. 8788

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING AND RESTATING PROTOCOLS FOR RESOLVING DISTURBANCES AT PUBLIC MEETINGS

WHEREAS, there are certain basic rights of the public of due process, and an opportunity to address issues with equity, fairness, and equal protection of the law; and

WHEREAS, it is the policy of the City Council and the City's appointed commissions, boards, and committees that the right of the public to express one's views are fundamental to a free society; however, such right is not absolute and is subject to valid regulations; and

WHEREAS, it is the desire of the City Council to balance the right of the public to address the City Council and the City's appointed commissions, boards, and committees with the need to ensure that public comment does not disrupt or hinder the smooth and efficient legislative function of the City Council, and the functions of the City's appointed commission, boards, and committees; and

WHEREAS, during the COVID-19 pandemic of March 2020, in order to comply with Health Department directives, the Governor's Executive Orders permitted the city councils and other commission, boards and committees to hold meetings virtually and the public to participate in meetings using two-way telephone or audiovisual technology; and

WHEREAS, while holding hybrid meetings where members of the public may participate in city council meetings using two-way telephone or audiovisual technology encouraged more public engagement, several jurisdictions slowly transitioned back to in-person participation in public meetings with the introduction of vaccinations, which minimized the public health concerns posed by COVID-19; and

WHEREAS, in 2025, the Governor signed into law Senate Bill ("SB") 707 amending the Ralph M. Brown Act mandating qualified legislative bodies, such as the City Council, to allow members of the public to participate in public meetings using two-way telephone or audiovisual platforms starting July 1, 2026; and

WHEREAS, SB 707 also makes clear that the warning and removal requirements of the Brown Act for members of the public who disrupt or impede the orderly conduct of the meeting applies equally to those individuals participating remotely through two-way telephone or audiovisual platforms; and

WHEREAS, in 2015 the City Council adopted protocols for resolving disturbances at public meetings by those members attending in-person, but the protocols pre-dated the use of two-way audiovisual technology in public meetings; and

WHEREAS, the enactment of SB 707 now requires that the City Council amend its protocols

for addressing meeting disruptions to apply to members of the public who interfere with or disturb public meetings while participating remotely.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. The protocols for resolving disruptions at public meetings of the City Council and the City's appointed commissions, boards and committees, in the form attached hereto as Exhibit "A," is hereby amended and restated.

Section 2. Resolution No. 7482 is hereby rescinded.

Section 3. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 2nd day of June, 2026.

_____
Mario Saucedo, 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 2nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

A. Warning. If a member of the public participating in a City Council meeting either in-person or remotely using a two-way telephone or audiovisual platform, disturbs, impedes or interferes with the orderly conduct of the meeting, the following warning shall be given by the Mayor:

(1) The Mayor shall ask that any person violating the public speaking rules of the Redlands City Council, the Brown Act or Penal Code 403 to be orderly and silent. The warning shall be in substantially the form described below:

You are hereby advised that your conduct is in violation of California Penal Code Section 403, and you are directed to be orderly and silent. Penal Code Section 403 states that any person who, without authority of law, willfully disturbs or breaks up a lawfully convened meeting of the City Council is guilty of a misdemeanor. Continued disruption of this City Council meeting will result in your physical removal from the meeting by the officer present or disconnection from remote participation in the meeting by order of the Mayor, and you will not be permitted to participate for the duration of the meeting. In addition, any continued disruption of this meeting is grounds for your being arrested and charged with a misdemeanor. Do you understand this admonition?

(2) If, after receiving a clear warning from the Mayor, the person persists in disturbing the meeting, the Mayor may order a brief recess of the Council to regain order.

B. Enforcement of Meeting Protocols for In-Person Participation. If the person persists in disturbing the meeting, despite having been previously warned, the Mayor may order him or her to leave the Council meeting.

(1) If the person does not depart the Council Chambers of his or her own volition, the Mayor may order any law enforcement officer who is on duty at the meeting to escort that person from the Council Chambers.

(2) The Chief of Police or the officer present shall carry out all orders and instructions given him/her by the Mayor for the purpose of maintaining order in the Council Chambers.

(3) Upon instructions from the Mayor, it shall be the duty of the Chief of Police or their representative to eject any person from the Council Chambers or place the individual under arrest, or both.

(4) As set forth in the Brown Act (Government Code Section 54957.9), in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the Council may order the ***meeting room cleared*** and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those

participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in the section shall prohibit the legislative body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

(5) Any person who willfully disturbs or breaks up a Council meeting may be arrested and charged with a misdemeanor, pursuant to California Penal Code Section 403. Penal Code 403 states:,

"Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 302 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor."

C. Enforcement of Meeting Protocols for Remote Participation. If the person participating in the meeting by two-way telephonic or audiovisual platform persists in disturbing the meeting, despite having been previously warned, the Mayor may order that the remote connection be muted for the remainder of the meeting.

(1) If the person participating remotely continues to engage in conduct to disrupt the meeting despite the remote connection having been muted, the Mayor may order that the remote connection be disconnected.

D. Commissions, Boards, and Committees. The presiding officers of City appointed boards, commissions, and committees shall employ substantially the same protocol as set forth above, including coordination with the City's Chief of Police, to resolve public disturbances that may occur during their respective public meetings.

DISTURBANCES AT COUNCIL MEETINGS PROTOCOL

(AMENDED AND RESTATED ON June 2, 2026)

A. WARNING: The Mayor shall ask that any person violating the public speaking rules of the Redlands City Council, the Brown Act, or Penal Code 403 to be orderly and silent. The warning shall be in substantially the form described below.

> **You are hereby advised that your conduct is in violation of California Penal Code Section 403, and you are directed to be orderly and silent. Penal Code Section 403 states that any person who, without authority of law, willfully disturbs or breaks up a lawfully convened meeting of the City Council is guilty of a misdemeanor. Continued disruption of this City Council meeting will result in your physical removal from the meeting by the officer present *or disconnection from remote participation in the meeting by order of the Mayor,* and you will not be permitted to participate for the duration of the meeting. In addition, any continued disruption of this meeting is grounds for your being arrested and charged with a misdemeanor. Do you understand this admonition?**

If, after receiving a clear warning from the Mayor, the person persists in disturbing the meeting, the Mayor may order a brief recess of the Council to regain order.

B. IN-PERSON PARTICIPATION: If the person persists in disturbing the meeting, despite having been previously warned, the Mayor may order the individual to leave the Council meeting.

If the person does not depart the Council Chambers of their own volition, the Mayor may order any law enforcement officer who is on duty at the meeting to escort that person from the Council Chambers.

The Chief of Police or the officer present shall carry out all orders and instructions given by the Mayor for the purpose of maintaining order in the Council Chambers.

Upon instructions from the Mayor, it shall be the duty of the Chief of Police or their representative to eject any person from the Council Chambers or place the individual under arrest or both.

As set forth in the Brown Act (Government Code Section 54957.9), in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the Council may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in the section shall prohibit the legislative body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

Any person who willfully disturbs or breaks up a Council meeting may be arrested and charged with a misdemeanor, pursuant to California Penal Code Section 403. Penal Code 403 states, "Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 302 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor."

C. REMOTE PARTICIPATION. If the person participating in the meeting by two-way telephonic or audiovisual platform persists in disturbing the meeting, despite having been previously warned, the Mayor may order that the remote connection be muted for the remainder of the meeting.

   If the person participating remotely continues to engage in conduct to disrupt the meeting despite the remote connection having been muted, the Mayor may order that the remote connection be disconnected.

West's Annotated California Codes
Government Code (Refs & Annos)
Title 5. Local Agencies (Refs & Annos)
Division 2. Cities, Counties, and Other Agencies (Refs & Annos)
Part 1. Powers and Duties Common to Cities, Counties, and Other Agencies (Refs & Annos)
Chapter 9. Meetings (Refs & Annos)

West's Ann.Cal.Gov.Code § **54957.95**

§ **54957.95**. Disruptive behavior during meeting; removal of individual

Effective: January 1, 2026
Currentness

(a)(1) In addition to authority exercised pursuant to Sections 54954.3 and 54957.9, the presiding member of the legislative body conducting a meeting or their designee may remove, or cause the removal of, an individual for disrupting the meeting, including any teleconferenced meeting.

(2) Prior to removing an individual, the presiding member or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding member or their designee may then remove the individual if they do not promptly cease their disruptive behavior. This paragraph does not apply to any behavior described in subparagraph (B) of paragraph (1) of subdivision (b).

(b) As used in this section:

(1) "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, one of the following:

(A) A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law.

(B) Engaging in behavior that constitutes use of force or a true threat of force.

(2) "True threat of force" means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

Credits
(Added by Stats.2022, c. 171 (S.B.1100), § 2, eff. Jan. 1, 2023. Amended by Stats.2025, c. 327 (S.B.707), § 22, eff. Jan. 1, 2026.)

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City Council **AGENDA ITEM NO. L2.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8789 approving Agreement 3CA07718 with the Department of Forestry and Fire Protection (Cal Fire) for wildland protection during fiscal year 2026-2027 for an amount not to exceed $319,021.75 (Fire Chief Sessler)

MOTION:

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

I move that the City Council adopt Resolution No. 8789 with the Department of Forestry and Fire Protection (Cal Fire) for wildland fire protection during fiscal year 2026-2027 for an amount not to exceed $319,021.75

RECOMMENDATION:

Staff recommends that City Council approve Resolution No. 8789 with Cal Fire for supplemental fire resources such as helicopters, aircraft retardant drops, hand-crews, and unified command for wildland fire incidents for an amount not to exceed $319,021.75 during fiscal year 2026-2027.

DISCUSSION:

With the annexation of the area located south of Sunset Drive into the City of Redlands in 1990, Cal Fire and the City of Redlands entered into a Wildland Fire Protection Agreement. Since then, the agreement is reviewed, updated and approved annually. The agreement previously provided for the protection of 2,900 acres of wildland within the city. However, the coverage increased to 5,985 acres in fiscal year 2022. This widened the protection of the wildland areas affected. Specifically, Cal Fire provides supplemental fire resources such as helicopters, aircraft retardant drops, hand-crews and unified command for wildland fire incidents. The agreement covers the period beginning July 1, 2026, to June 30, 2027, and requires annual amendments to reflect any changes in Cal Fire's costs for providing service. The annual cost for FY 2026-2027 is $319,021.75. The agreement allows for a more predictable fire suppression cost, considering that just one moderate vegetation fire could result in significant suppression costs associated with the utilization of highly specialized equipment, materials and the costs of command staff and personnel.

ALTERNATIVES:

City Council may choose not to approve the Wildland Fire Protection Agreement for Fiscal Year 2026-2027.

STRATEGIC PLAN:

Priority B - Public Health & 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
James Garland, Interim Management Services/Finance Director

PREPARED BY:
Bruni Reyes, Management Analyst

FISCAL IMPACT

Fiscal Year: 2026-27

Revenue Generating: No

Amount: $319,021.75

Budgeted Y/N: Y

Account No.:

Additional Appropriation Required: No

Discussion:

The total cost for services under the Wildland Fire Protection Agreement from Cal Fire for fiscal year 2026-2027 is $319,021.75. This cost includes a per acre rate of $47.55 and an administrative rate of 12.10% or $5.75 for a total rate of $53.31. The total cost has been included in the FY2027 Proposed Budget.

Attachments

Resolution_No_8789_Wildland_Protection_w_Cal_Fire.pdf
Exhibit_A_Fully_Executed_Agreement.pdf
For_Reference_Redlands_LGW_FY_26-27_3CA07718.pdf

RESOLUTION NO. 8789

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CALFIRE) FOR WILDLAND PROTECTION SERVICES DURING FISCAL YEAR 2026/2027.

WHEREAS, the City wishes to approve an agreement with the Department of Forestry and Fire Protection (CALFIRE) for wildland protection services in order to protect the public health and safety from wildfires with supplemental fire resources from CALFIRE such as helicopters, aircraft retardant drops, hand-crews and unified command for wildland fire incidents.

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

Section 1. The City of Redlands does hereby approve the agreement with the California Department of Forestry and Fire Protection (CALFIRE) dated June 2nd, 2026 (Contract # 3CA07718) attached hereto as Exhibit "A." This agreement provides Wildland Fire Protection during the State fiscal year 2026/2027.

Section 2. The Mayor of the City of Redlands is hereby authorized to sign and execute said agreement on behalf of the City of Redlands.

BE IT FURTHER RESOLVED the Mayor of the City of Redlands is hereby authorized to sign and execute said agreement on behalf of the City of Redlands.

ADOPTED, SIGNED AND APPROVED ON this 2nd day of June, 2026.

_____

Mario Saucedo, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly approved by the City Council at a regular meeting thereof held on the 2nd day of June 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”
AGREEMENT FOR PROTECTION OF WILDLANDS
WITHIN LOCAL AGENCY RESPONSBILITY AREA

STATE OF CALIFORNIA

COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT
LG-W REV 8/2024

AGREEMENT NUMBER	3CA07221
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
City of Redlands

2. The term of this Agreement is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: $ Three Hundred Thirty Two Thousand Six Hundred Seventy Two Dollar and Fifty Five Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	2 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 02/2025	0 pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1 pages
Exhibit E – Additional Provisions	6 pages

*Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
General Terms and Conditions can be viewed at: http://www.dgs.ca.gov/ols

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
City of Redlands

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*
6-17-25

PRINTED NAME AND TITLE OF PERSON SIGNING
Mario Saucedo, Mayor

ADDRESS
P.O. Box 3005, Redlands, CA 92373

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)* DocuSigned by:
Matthew Sully

DATE SIGNED *(Do not type)*
11/6/2025

PRINTED NAME AND TITLE OF PERSON SIGNING
Matthew Sully, Deputy Director, Cooperative Fire Protection

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General Services Use Only

APPROVED
NOV 21 2025
BHK:abs
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:		Local Agency:	City of Redlands
Name:	Shane Littlefield	Name:	Rich Sessler
Phone:	909-881-6900	Phone:	909-798-7600
Fax:	909-881-6969	Fax:	909-798-7602

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Shane Littlefield	Local Agency:	City of Redlands
Section/Unit:	San Bernardino-Inyo-Mono	Section/Unit:	
Attention:	Alison Hesterly	Attention:	Rich Sessler
Address:	3800 N. Sierra Way San Bernardino, CA 92405	Address:	PO Box 3005 Redlands, CA 92373-1505
Phone:	909-881-6900	Phone:	909-798-7600
Fax:	909-881-6969	Fax:	909-798-7602

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

2. **AUTHORIZATION**

This Agreement is entered into this 1st day of July, 2025, by and between the State of California, hereinafter called STATE and City of Redlands, County of San Bernardino, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word "Contractor" that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

3. **SCOPE OF WORK**

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 5985 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

4. SERVICES BY STATE

A. STATE shall provide wildland fire protection for the areas defined in the above section.

B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.

C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. ADMINISTRATION

A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.

B. STATE response will be subject to availability of resources.

C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.

D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

7. ENTIRE AGREEMENT

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of $50.18 per acre, plus an 10.77% administrative charge for a total of $332,672.55 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.

B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.

C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

2. Budget Contingency Clause

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Cancellation**

   Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. **Audit**

   If the Agreement is over $10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. **Operating Plan**

   Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. **Extension of Agreement**

   Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. **Modification**

   This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. **Indemnification**

   Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

☒ Budget Plan

☒ Topographic Map

☒ Operating Plan

☐ Annual Report

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #) 39002

THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA)
WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)
AND THE CITY/TOWN OF Redlands A LOCAL AGENCY
FOR THE 2025/2026 FISCAL YEAR

AGREEMENT COST CALCULATIONS:

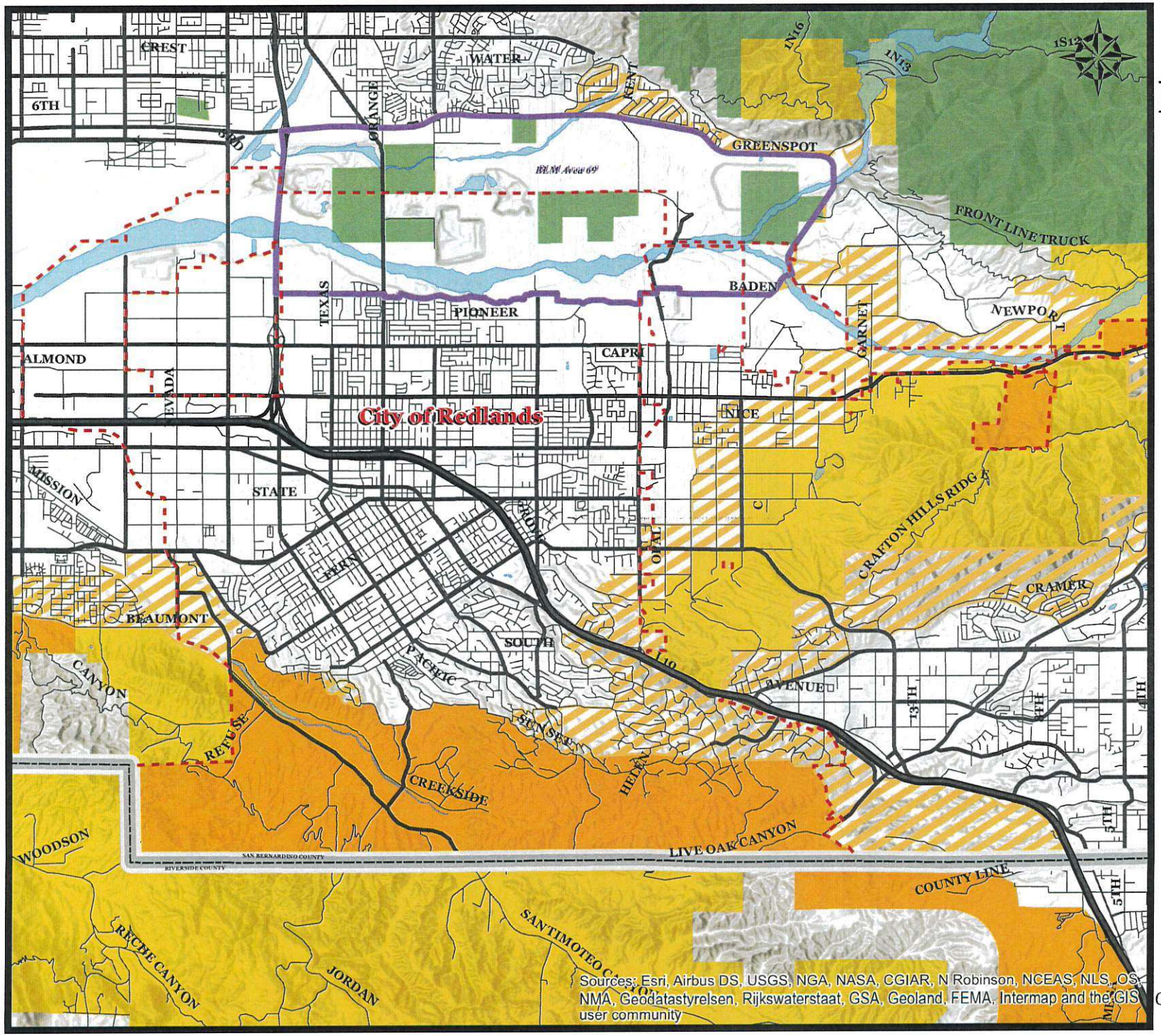
Number of Acres 5985

General Fund Reimbursement	$ 19.69	$ 117,844.65
Unit Budget	$ 30.49	$ 182,482.65
Sub-Total		$ 300,327.30
Admin Rate	10.77%	$ 32,345.25
Total Protection Cost		**$ 332,672.55**

Comments Section:

City of Redlands

Wildland Protection Agreement (WPA)



0 0.5 1 2 Miles

Misc. Symbology

- County Line
- City of Redlands
- BLM Area 691
- Water Features
- CAL FIRE UOP
- CAL FIRE WPA

Direct Protection Area (DPA)

- State DPA
- Federal DPA
- Local DPA

WPA: 5985 Acres

Contract #: 3CA07221

Elizabeth A. Smith
CAL FIRE San Bernardino Unit
Prepared on: Oct. 31, 2024

Docusign Envelope ID: 020C5E95-E830-46AF-B3B2-FBCF09C0132E

SCO ID: 3540-3CA07221

Docusign Envelope ID: 020C5E95-E830-46AF-B3B2-FBCF09C0132E

a. The first arriving Chief Officer will transition command from the initial attack incident commander.
b. Announce and assume command.
c. Establish an Incident Command Post.

4. Wildland fires will be managed via Unified Command structure affording all agencies with jurisdictional responsibility to establish a common set of objectives and strategies.
5. Common communications shall be established utilizing the FIRESCOPE Statewide channel plan with the following VHF frequencies.
   a. Command
      i. Common command frequency assigned by the BDCC
   b. Tactical
      ii. Common tactical frequencies assigned by the BDCC
   c. Air to Ground
      iii. Common air to ground frequencies assigned by the BDCC
   d. Note: California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Emergency Command Center (BDCC) will make every effort to assign VHF frequencies utilizing the pre-designated frequency chart below.

VHF FREQUENCIES			
BDU L1	151.4450	159.3900	BDU LOCAL 1
CDF C1	151.3550	159.3000	CDF COMMAND 1
CDF C2	151.2650	159.3300	CDF COMMAND 2
CDF C3	151.3400	159.3450	CDF COMMAND 3
CDF T5	151.2500	151.2500	CDF TAC 5
CDF T8	151.3700	151.3700	CDF TAC 8
CDF A/G	151.2200	151.2200	CDF AIR TO GND NET
VFIRE22	154.2650	154.2650	VFIRE22
VFIRE23	154.2950	154.2950	VFIRE23

6. Wildland fires in jurisdictions outside of the Redlands Wildland Contract area that are deemed an immanent threat to Redlands Wildland Contract area or mutual threat zone:
   a. Immediate notification will be made to BDCC. BDCC will in turn notify Redlands Fire Department via San Bernardino County Communications Center (XBOC).
7. For Wildland fires originating in the Redlands Wildland Contract area or mutual threat zone, Cal Fire will dispatch resources based on the Low, Medium or High dispatch levels, as well as by the closest resource concept. Additional resources may be responded based upon initial reports.

RESPONSE LEVELS			
STATE RESOURCES	HIGH	MEDIUM	LOW
Engines	5	4	2
Dozers	1	1	-
Crews	2	2	-

Helicopter	1	1	-
Air Tanker	2	-	-
Air Attack	1	-	-
Battalion Chief	1	1	1

Repair of Fire Suppression Damage

1. The nature of fire and other emergency activity work invites accidents, injuries, and general confusion. In addition, fire control forces may take actions that are reasonably necessary to control a fire or other emergency but which are damaging to property. Such actions will be considered reasonable and proper if good judgment is used by responsible personnel according to the conditions that exist at the time of the action. CAL FIRE is not obligated or authorized to make actual expenditures or efforts to repair or replace private property.
2. Advise those claimants who insist upon taking formal action to correspond with the Secretary, State Board of Control, P.O. Box 3035, 926 J Street, Suite 300, Sacramento, 5814. The claimant may be supplied by the Board of Control with a copy of form STD 275, entitled, Damage Claims Against the State of California.

Fire Information

1. Joint fire information dissemination as determined and approved by the Unified Incident Commanders.

General Procedures

1. Plan to be reviewed and updated as necessary prior to June 30th.

Administrative listings

1. California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Head Quarters 3800 N. Sierra Way San Bernardino, CA 92406. (909) 881-6900.
2. Redlands Fire Department 35 Cajon St # 12 Redlands, CA 92373-4746 (909) 798-7600

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov

Rich Sessler
PO Box 3005
Redlands, CA 92373

April 24, 2026

Chief Sessler:

Please find the following documents enclosed:

- **(1) Full LG-W Agreement** (Courtesy Copy) - between the City of Redlands and the California Department of Forestry and Fire Protection (CAL FIRE) for Wildland Services during the fiscal years of 2026 through 2027.

- **(1) LG-W Agreement Signature Page** Please return dated with the wet/docusigned (scanned) signatures. (See email address below)

Additional document required:

- **Resolution** Agreement approved by the board. Please return dated with the wet/docusigned (scanned) signatures. (See email address below)

- **Letter of Intent** Signed by your designated official. Please return dated with the wet/docusigned (scanned) signatures. (See email address below)

The Resolution must be signed by the same person signing the LG-W Agreement.

Once the signature page, letter of intent, and resolution agreement have been signed, please scan and email them to me at alison.hesterly@fire.ca.gov

I will then forward the completed package to Cooperative Fire in Sacramento. Please do not mail a copy to Sacramento.

Feel free to contact me at 760-442-2594 or via email if you have any questions and/or concerns.

Respectfully,

ALison Wilkins
Alison Wilkins
Battalion Chief, Admin

STATE OF CALIFORNIA

COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT

LG-W REV 8/2024

AGREEMENT NUMBER	**3CA07718**
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Redlands

2. The term of this Agreement is: July 1, 2026 through June 30, 2027

3. The maximum amount of this Agreement is: $ 319,021.75
Three hundred nineteen thousand, twenty one dollars and seventy five cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	2	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 02/2025	0	pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1	pages
Exhibit E – Additional Provisions	6	pages

*Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
General Terms and Conditions can be viewed at: http://www.dgs.ca.gov/ols

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
City of Redlands

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
PO Box 3005 Redlands, CA 92373-1505

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Matthew Sully, Deputy Director, Cooperative Fire Protection

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General Services Use Only

EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:		Local Agency:	City of Redlands
Name:	Shane Littlefield	Name:	Rich Sessler
Phone:	909-881-6900	Phone:	909-798-7600
Fax:	909-881-6969	Fax:	909-798-7602

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Shane Littlefield	Local Agency:	City of Redlands
Section/Unit:	San Bernardino-Inyo-Mono	Section/Unit:	
Attention:	Alison Wilkins	Attention:	Rich Sessler
Address:	3800 N. Sierra Way San Bernardino, CA 92405	Address:	PO Box 3005 Redlands, CA 92373-1505
Phone:	909-881-6900	Phone:	909-798-7600
Fax:	909-881-6969	Fax:	909-798-7602

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

2. AUTHORIZATION

This Agreement is entered into this 1st day of July, 2026, by and between the State of California, hereinafter called STATE and City of Redlands, County of San Bernardino, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word “Contractor” that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 5985 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

4. SERVICES BY STATE

A. STATE shall provide wildland fire protection for the areas defined in the above section.

B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.

C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. ADMINISTRATION

A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.

B. STATE response will be subject to availability of resources.

C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.

D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

7. ENTIRE AGREEMENT

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of $47.55 per acre, plus an 12.10% administrative charge for a total of $319,021.75 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.

B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.

C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

2. Budget Contingency Clause

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Cancellation**

   Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. **Audit**

   If the Agreement is over $10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. **Operating Plan**

   Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. **Extension of Agreement**

   Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. **Modification**

   This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. **Indemnification**

   Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

☒ Budget Plan

☒ Topographic Map

☒ Operating Plan

☐ Annual Report

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #) **39002**

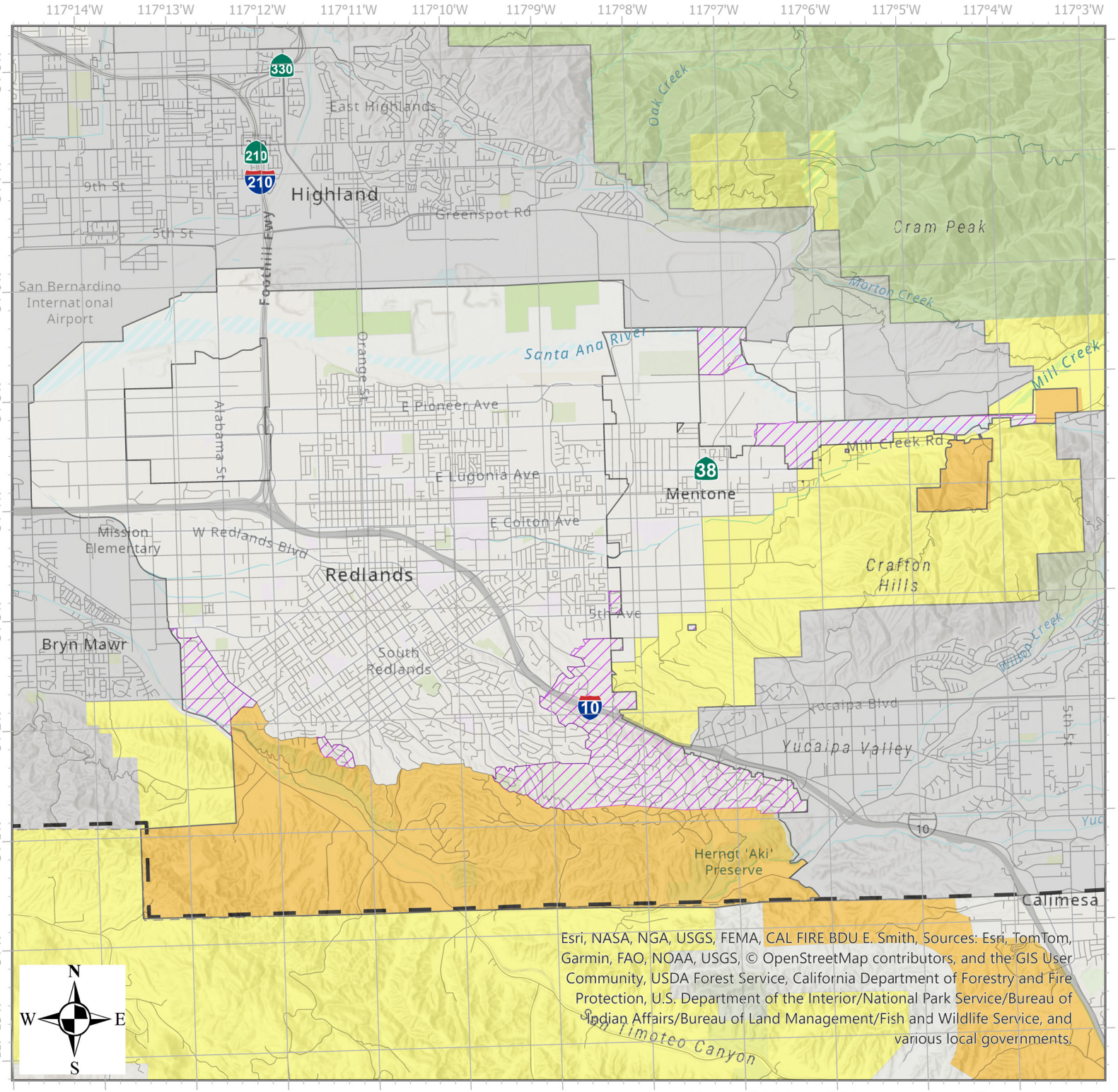
THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA) WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE) AND THE CITY/TOWN OF Redlands A LOCAL AGENCY FOR THE 2026/2027 FISCAL YEAR

AGREEMENT COST CALCULATIONS:

Number of Acres 5985

General Fund Reimbursement	$ 19.67	$ 117,724.95
Unit Budget	$ 27.88	$ 166,861.80
Sub-Total		$ 284,586.75
Admin Rate	12.10%	$ 34,435.00
Total Protection Cost		**$ 319,021.75**

Comments Section:



City of Redlands

Wildland Protection Agreement

Contract # 3CA07718
Page 9

- WPA
- Mutual Threat Zone
- County Borders
- City of Redlands

Direct Protection Areas

- Federal
- Local
- State

5,985 WPA Acres

Map Scale:1:90,000, Datum: North American 1983, Print Size: Letter

Jessica Robledo
CALFIRE San Bernardino Unit
Prepared on April 10, 2026

REDLANDS WILDLAND CONTRACT AREA OPERATIONAL PLAN

Between

CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION (CAL FIRE), San Bernardino Unit,

And

REDLANDS FIRE DEPARTMENT

Authority

Public Resources Code Section 4142 - Cooperative Agreements States, "The Department may, with the approval of the Department of General Services, enter into a cooperative agreement upon such terms and under such conditions as it deems wise, for the purpose of preventing and suppressing forest fires or other fires in any lands within any county, city or district which makes an appropriation for that purpose."

Purpose

The purpose of this operating plan is to increase and/or enhance the fire ground operations within the California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Redlands Wildland Contract area including mutual threat zones. This plan would allow responding agencies to pre-designate the Unified Ordering point, VHF Radio Frequencies, establishment of a Unified Command structure for wildland fires in the contract area.

Definitions

1. Unified Ordering Point
    a. To maintain consistency in the ordering process, a central ordering point is established and is referred to as a Unified Ordering Point (UOP). Establishing the UOP allows the incident ordering process to stay consistent throughout the incident and ensures a single point ordering concept.
2. Unified Command
    b. The organizational structure is implemented on multi-jurisdictional incidents. The Agency Incident Commanders will jointly determine incident objectives.
3. Incident Command Post
    c. That location at which the primary command functions are executed and usually collocated with the incident base.

Proposal

1. The proposed plan is to:
    a. Suppress Wildland fires within the contract area and/or mutual threat zone.
2. Area involved;
    a. See attached map, Redlands Wildland Contract area inclusive of mutual threat zones.

Procedures

1. Regardless of which agency Company Officer is on scene of the incident first, the first arriving Company Officer shall;
    a. Assume command,
    b. Establish jurisdiction,
    c. Determine threats with potential,
    d. Provide a report on conditions,
    e. Formulate and effect a plan of action,
    f. Prioritize control objectives,
    g. Life, Property and Natural Resources,
    h. Request additional resources as appropriate,
    i. Establish the UOP.

2. The UOP shall be the California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Emergency Command Center (BDCC).

3. Regardless of which agency Chief Officer is on scene of the incident first;
    a. The first arriving Chief Officer will transition command from the initial attack incident commander.
    b. Announce and assume command.
    c. Establish an Incident Command Post (ICP).

4. Wildland fires will be managed via Unified Command structure, affording all agencies with jurisdictional responsibility to establish a common set of objectives and strategies.

5. Common communications shall be established utilizing the FIRESCOPE Statewide channel plan with the following VHF frequencies.
    a. Command
        i. Common command frequency assigned by the BDCC
    b. Tactical
        ii. Common tactical frequencies assigned by the BDCC
    c. Air to Ground
        iii. Common air to ground frequencies assigned by the BDCC

6. Wildland fires in jurisdictions outside of the Redlands Wildland Contract area that are deemed an imminent threat to Redlands Wildland Contract area or mutual threat zone:
    a. Immediate notification will be made to BDCC. BDCC will in turn notify Redlands Fire Department via San Bernardino County Communications Center (XBOC).

7. For Wildland fires originating in the Redlands Wildland Contract area or mutual threat zone, Cal Fire will dispatch resources based on the Low, Medium or High dispatch levels, as well as by the closest resource concept. Additional resources may be dispatched based upon initial reports.

RESPONSE LEVELS			
STATE RESOURCES	HIGH	MEDIUM	LOW
Engines	7	5	3
Dozers	1	1	-
Crews	4	3	-
Helicopter	Type 1 (2) Type 2 (1)	Type 1 (2)	-
Air Tanker	2	1	-
Air Attack	1	1	-
Battalion Chief	1	1	-

Repair of Fire Suppression Damage

1. Fire and emergency response inherently involves risks, including accidents, injuries, and operational complexity. In addition, fire control forces may take actions that are reasonably necessary to control a fire or other emergency, but which are damaging to property. Such actions will be considered reasonable and proper if good judgment is used by responsible personnel according to the conditions that exist at the time of the action. CAL FIRE is not obligated or authorized to make actual expenditures or efforts to repair or replace private property.
2. Advise those claimants who insist upon taking formal action to correspond with the Secretary, State Board of Control, P.O. Box 3035, 926 J Street, Suite 300, Sacramento, 5814. The claimant may be supplied by the Board of Control with a copy of form DGS ORIM 006, entitled, Damage Claims Against the State of California.

Fire Information

1. Joint fire information dissemination as determined and approved by the Unified Incident Commanders.
2. PIOs will meet as needed to discuss procedures and locations of potential information centers. Both agencies will strive to keep personnel certified in the field of public information available for use during emergencies.
3. PIOs will determine which agency will provide the lead information officer. This will normally be the agency with the greatest commitment of resources or the greatest threat to life/property.

   BDU PIO Line: 909-881-6949

General Procedures

1. Plan to be reviewed and updated as necessary prior to June 30th.

Administrative listings

1. California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Head Quarters 3800 N. Sierra Way San Bernardino, CA 92406. (909) 881-6900.
2. Redlands Fire Department 35 Cajon St # 12 Redlands, CA 92373-4746 (909) 798-7600.

City Council **AGENDA ITEM NO. L3.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Second Amendment to the Agreement with CelPlan Technologies, Inc. for the provision of a video management system replacement to increase the total agreement by an amount of $501,970.00 (Interim Assistant City Manager Garcia)

MOTION:

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

I move that City Council approve a Second Amendment to the Agreement with CelPlan Technologies, Inc. for the provision of a video management system replacement.

RECOMMENDATION:

Staff recommends that the City Council approve a Second Amendment to the Agreement with CelPlan Technologies, Inc. for the provision of a video management system replacement to increase the total agreement by an amount of $501,970.

DISCUSSION:

In October 2024, the City Council approved an agreement with CelPlan Technologies, Inc. to implement a comprehensive replacement of the City's Video Management System. This initiative introduced a modern, city-wide camera system designed to enhance public safety and operational efficiency.

During the first year of the agreement, CelPlan completed a full-scale redesign of the system, which included deployment of a completely reworked wireless network to support the new high-definition camera units that replaced all existing cameras in the downtown area and in other high-traffic areas around the City. After the first phase of the project was completed, the second phase of the project began with an evaluation of other camera systems at various locations around the City. Many of these locations had camera systems made and installed by various manufacturers and vendors posing a challenge from a management perspective. Additionally, many of these cameras were approaching end-of-life in both equipment and software/support that would necessitate their replacement.

CelPlan Technologies, along with City staff identified cameras across 13 different locations around the City that required replacement and/or additional units to provide comprehensive coverage. These locations not only included gathering areas for the public such as the Community Center on Lugonia Ave., City Hall, and the public parking garage on 6th St., but also City facilities that necessitate monitoring such as the Wastewater Treatment Plant, the Landfill, and the Emergency Operations Center. It was also recognized that additional data storage would be required to accommodate these high-definition camera units, therefore an additional storage server is proposed to accommodate the additional camera recordings.

The requested increase of $501,970 to the first extended term would fund the installation of the replacement cameras and equipment upgrades as well as the necessary software programming and support and maintenance coverage for the first year for these additions. This increase would bring the total, not-to-exceed amount of the agreement to $2,752,039.

ALTERNATIVES:

The City Council may deny the motion and provide alternative directions to staff.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Interim 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:
Valerie Abrego, Management Analyst

FISCAL IMPACT

Fiscal Year: 2026

Revenue Generating: No

Amount: $501,970.00

Budgeted Y/N: Yes

Account No.: 604900

Additional Appropriation Required: No

Discussion:

There is sufficient funding in the Division of Innovation & Technology budget to cover the cost of the Second Amendment to the Agreement with CelPlan Technologies, Inc.

Attachments

2nd_Amendment_Agreement_w_CelPlan_Technologies.pdf
First_Amendment_CelPlan_Technologies.pdf
101424_Agreement_with_CelPlan_Techologies.pdf

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment ("Second Amendment") to the agreement for professional services ("Agreement"), dated October 15, 2024 by and between the City of Redlands, a municipal corporation and a general law city ("City"), and CelPlan Technologies Incorporated, a Virginia corporation ("Consultant"), is made and entered into this 2nd day of June, 2026.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically regarding total compensation.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Article 5 of the Agreement, entitled "Payments to the Consultant," is hereby amended to read as follows:

"5.1 Compensation: the compensation for Consultant's performance of the Services shall not exceed the amount of One Million Two Hundred Seventy-Seven Thousand Twenty-Six Dollars and Forty-Two Cents ($1,277,026.42) for the Services provided during the initial Term. This agreement may be extended by four (4) one-year terms (Extended Terms) Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of Seven Hundred Thirty-Three Thousand Seven Hundred Twenty-One Dollars and Fourteen Cents ($733,721.14) for the first Extended Term; Two Hundred Forty-One Thousand Twenty-One Dollars and Thirty Six Cents ($241,021.36) for the second Extended Term; Two Hundred Forty Seven Thousand Forty-Six Dollars and Ninety Cents ($247,046.90) for the third Extended Term; and Two Hundred Fifty-Three Thousand Two Hundred twenty-Three Dollars and Seven Cents ($253,223.07) for the fourth Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Million Seven Hundred Fifty-Two Thousand Thirty-Eight Dollars and Eighty-Nine Cents ($2,752,038.89). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Schedule of Values," which is attached hereto and incorporated herein by this reference."

Section 2. Exhibit "C" of the Agreement, entitled "Schedule of Values," is hereby amended to include Attachment "1" attached to this amendment.

Section 3. All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of June 2, 2026.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

CELPLAN TECHNOLOGIES, INC.

By: _____
Paulo Leite, Chief Operating Officer

ATTEST:

_____
Jeanne Donaldson, City Clerk

Attachment 1

EXHIBIT "C"

SCHEDULE OF VALUES

Camera Upgrades and Replacements					
Facility	Materials (Taxable)	Software	Services (Install & Implementation)	Maintenance & Support	Grand Totals
Orange St. & Pennsylvania Ave.	$ 7,269.33	$ 394.88	$ 6,259.01	$ 1,674.32	
Lugonia Ave. & Tennessee St.	$ 5,554.33	$ 394.88	$ 4,574.50	$ 1,266.12	
City Hall	$ 5,731.29	$ 1,184.62	$ 12,171.90	$ 2,252.77	
Parking Garage	$ 13,682.65	$ 1,974.38	$ 18,061.50	$ 4,015.31	
Landfill	$ 9,551.81	$ 1,579.50	$ 6,936.75	$ 2,173.94	
Wastewater Treatment Plant	$ 13,495.90	$ 1,579.50	$ 12,364.76	$ 3,291.42	
Community Center	$ 28,075.34	$ 5,133.38	$ 41,532.38	$ 8,877.73	
HAWC	$ 6,684.37	$ 1,184.62	$ 8,425.50	$ 1,941.13	
Hinckley Water Facility	$ 16,476.84	$ 1,579.50	$ 11,781.76	$ 3,597.18	
Tate Facility	$ 6,461.39	$ 1,579.50	$ 7,858.50	$ 1,893.45	
Police Department	$ 9,743.26	$ 2,764.12	$ 14,134.12	$ 3,161.82	
Emergency Operations Center	$ 24,369.56	$ 6,075.00	$ 32,381.25	$ 7,470.19	
West Substation	$ 6,536.72	$ 1,687.50	$ 10,776.45	$ 2,250.85	
Totals	$ 167,075.66	$ 27,111.38	$ 187,258.38	$ 43,866.23	$ 425,311.65
Storage Upgrade					
Dell PowerEdge R570 Video Server	$ 68,130.73	N/A	$ 621.00	$ 7,906.45	$ 76,658.18
					$ 501,969.83

Number of Replacement & Upgraded Cameras across 13 Facilities: 98

Professional Services Performed

- Installation of additional storage server
- Installation of new cameras at thirteen facilities (new power and conduits, fiber optic connectivity, radios and antennas, and accessories)
- Replacement of disparate network video recorders (NVRs) at remote sites by centralizing camera systems into a single platform
- Design, equipment procurement, staging, configuration, testing, commissioning, and acceptance

Camera Models Used:

AXIS P1487-LE
AXIS P3275-LV
AXIS P3735-PLE
AXIS P3738-PLE
AXIS P3818-PVE

AXIS P4707-PLVE
AXIS P5655-E 60 Hz

Storage Upgrade: 240TB of usable storage.

Hourly Rates: $225

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for professional services ("Agreement"), dated October 15, 2024, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and CelPlan Technologies Incorporated, a Virginia corporation ("Consultant"), is made and entered into this 7th day of October 2025.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically regarding total compensation.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Article 5 of the Agreement, entitled "Payments to Consultant," is hereby amended to read as follows:

"5.1 Compensation: The compensation for Consultant's performance of the Services shall not exceed the amount of One Million Two Hundred Seventy-Seven Thousand Twenty-Six Dollars and Forty-Two Cents ($1,277,026.42) for the Services provided during the Initial Term. This agreement may be extended by four (4) one-year terms (Extended Terms). Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of Two Hundred Thirty-One Thousand Seven Hundred Fifty-One Dollars and Thirty One Cents ($231,751.31) for the first Extended Term; Two Hundred Forty-One Thousand Twenty-One Dollars and Thirty Six Cents ($241,021.36) for the second Extended Term; Two Hundred Forty-Seven Thousand Forty-Six Dollars and Ninety Cents ($247,046.90) for the third Extended Term; and Two Hundred Fifty-Three Thousand Two Hundred Twenty-Three Dollars and Seven Cents ($253,223.07) for the fourth Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Million Two Hundred Fifty Thousand Sixty Nine Dollars and Six Cents ($2,250,069.06). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Schedule of Values," which is attached hereto and incorporated herein by this reference."

Section 2. Exhibit "C" of the Agreement, entitled "Schedule of Values," is hereby amended to include Attachment "1", attached to this amendment.

Section 3. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of October 7th, 2025.

CITY OF REDLANDS

Mario Saucedo, Mayor

By: _____
Paulo Leite, Chief Operating Officer

ATTEST:

Jeanne Donaldson, City Clerk

Attachment 1

EXHIBIT "C"

SCHEDULE OF VALUES

Description	Original Design	Design Review v4	Credits/Additions
Materials (taxable)	$534,339.69	$431,771.85	-$102,567.84
Materials (non-taxable)	$61,740.06	$52,051.50	-$9,688.56
Professional Services	$313,030.26	$531,818.82	$218,788.56
Tax	$46,754.72	$37,780.04	-$8,974.69
MSPY1	$210,290.24	$231,752.89	$21,462.65
Total	**$1,166,154.97**	**$1,285,175.10**	**$119,020.13**

Number of cameras:

75 IP cameras

22 encoders (analog cameras)

Camera/Encoder models:

P3735-PLE

P3265-LVE

P5655-E

AXIS P4705-PLVE

P7316

P7304

Professional Services Performed

- EOC tower existing equipment removal and installation of new equipment (control boxes, cables, radios and antennas, cameras and accessories, fiber optic cables and transceivers, new power service circuit)
- Citibank building equipment removal from outer support structure and installation of new equipment (new power service circuit, fiber optic cables and transceivers, control boxes, radios and antennas, cameras and accessories)
- All street camera nodes existing equipment removal and installation of new equipment (control boxes, cables, radios and antennas, cameras and accessories)
- Design, equipment procurement, receiving management, staging, configuration, testing, commissioning, acceptance

Credit descriptions

Change from PTZ cameras P5655-E to several other models providing more views on the VMS

Hourly rates: $225

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Video Management System Replacement ("Agreement") is made and entered in this 15th day of October, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and CelPlan Technologies Inc, a Virginia corporation. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide a Video Management System Replacement that will include design installation, configuration, and maintenance services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Danielle Garcia, Management Services Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the implementation services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "Project Schedule," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by four (4) additional one-year terms (each, an "Extended

Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: The compensation for Consultant's performance of the Services shall not exceed the amount of One Million One Hundred Fifty-Eight Thousand Six Dollars and Twenty Nine Cents ($1,158,006.29) for the Services provided during the Initial Term. This agreement may be extended by four (4) one-year terms (Extended Terms). Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of Two Hundred Thirty-One Thousand Seven Hundred Fifty-One Dollars and Thirty One Cents ($231,751.31) for the first Extended Term; Two Hundred Forty-One Thousand Twenty-One Dollars and Thirty Six Cents ($241,021.36) for the second Extended Term; Two Hundred Forty-Seven Thousand Forty-Six Dollars and Ninety Cents ($247,046.90) for the third Extended Term; and Two Hundred Fifty-Three Thousand Two Hundred Twenty-Three Dollars and Seven Cents ($253,223.07) for the fourth Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Million One-Hundred Thirty-One Thousand Forty-Eight Dollars and Ninety Three Cents ($2,131,048.93). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Schedule of Values," which is attached hereto and incorporated herein by this reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	CONSULTANT:
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7531	Paulo Leite, Chief Operating Officer CelPlan Technologies, Inc. 1920 Association Dr. Reston, Virgina 20191 4th Floor paulo@celplan.com Phone: (703) 259-4025

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "G," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the

Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of 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 the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibit "D," titled "Exclusions," Exhibit "E," titled "Standard Support Terms, Structure, and Procedure," and Exhibit "F," titled "Genetec Global & Privacy Policy," are incorporated herein by reference, and represents the entire

agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

CELPLAN TECHNOLOGIES, INC

By: Paulo Leite
Paulo Leite, Chief Operating Officer

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

1 Video Management System (VMS) Replacement for City of Redlands

The City of Redlands aims to enhance its public safety and security infrastructure by replacing its existing, disparate video management systems with a unified, city-wide solution. The project will involve the design, installation, configuration, and maintenance of a new wireless camera system integrated with a robust VMS platform. The new system will provide comprehensive video surveillance coverage across the city, improve incident response capabilities, and offer a user-friendly interface for monitoring and management. The project will also ensure future integration with an access control system (ACS) to further enhance security measures.

2 Project Objectives

The core objectives of this project are as follows:

2.1 Consolidate and Upgrade:

Replace the existing camera system with a single, integrated Citywide Genetec Software Solution

The project will implement Genetec Security Center as the core software platform for the Video Management System (VMS). Genetec Security Center is a unified security platform that blends IP video surveillance, access control, and automatic license plate recognition (ALPR) into a single intuitive interface. Key features of Genetec Security Center include:

- Omnicast: The IP video management system of Security Center, providing seamless management of digital video, audio, and data across any IP network.
- Synergis: The IP access control system (ACS) that will allow for future integration and unified security operations – for future.
- Advanced reporting and analytics capabilities to support efficient incident response and investigation.
- Scalable architecture to support the city's growing needs.
- Robust cybersecurity features to protect the integrity and confidentiality of surveillance data.

2.2 Wireless Network Hardware

The project will involve the replacement (up to 100%) of the existing wireless network infrastructure with state-of- the-art equipment from Ubiquiti, Mikrotik, Mimosa, and Cambium Networks.

2.3 Camera Upgrades

The project will involve the replacement (up to 30%) of the existing camera network infrastructure with state-of- the-art equipment from Axis and Hanwha.

2.4 VMS Hardware Infrastructure

To support the new Genetec Security Center VMS, the project will deploy new server hardware from Dell Technologies:

- Dell PowerEdge Rack Servers for primary VMS operations for high-capacity, reliable video storage
- We will be re-using the existing network infrastructure where available and applicable for connectivity from City; any new required networking equipment will be additional to the scope of work

2.5 Comprehensive Coverage:

Provide reliable in place upgrade of existing infrastructure with proposed video surveillance system across public areas, critical infrastructure, and other designated locations throughout the city.

2.6 Enhanced Security:

Improve public safety and security by deterring crime, aiding in investigations, and facilitating rapid response to incidents with newer high resolution and multisensory cameras and higher reliability and higher bandwidth wireless equipment.

2.7 Efficient Incident Management:

Streamline incident response and investigation processes for law enforcement and city officials through improved access to video evidence and data though an IP driven Genetec Video Management System – Security Center.

2.8 User-Friendly Interface:

Implement the Genetec VMS platform that is intuitive and easy to use for monitoring, management, and retrieval of video footage.

2.9 Future-Proofing:

Ensure the system is scalable and adaptable to future needs, including integration with an access control (ACS) and automated license plate recognition (ALPR) systems.

3 Project Tasks

The project encompasses the following key deliverables:

3.1 Comprehensive System Design

3.1.1 Evaluate Existing Infrastructure:

- Conduct a thorough assessment of the current camera systems, network infrastructure, and user requirements to develop a comprehensive migration plan. The assessment will include documenting the brand, model, warranty, and capabilities of each existing camera, as well as identifying any undocumented routes, links, and credentials. The goal is to establish a clear baseline understanding of the current environment to inform the design and migration strategy.

3.1.2 Detailed Specifications:

- Provide detailed technical specifications for all hardware and software components, including cameras, wireless equipment, servers, storage, and VMS software. The specifications will ensure that all components are compatible and meet the city's performance and security requirements. This detailed planning will help prevent scope creep and ensure that the project stays on track. The proposed solution will utilize the **Genetec Security Center** platform, which includes the **Omnicast** VMS for video management.

3.1.3 Wireless Network Design:

- Design a robust and scalable wireless/mesh network infrastructure to support the camera system, ensuring reliable connectivity and bandwidth. The network design will leverage **Cambium PMP 450v** point- to-multipoint radios in the 6GHz band for high-bandwidth backhaul links and **Ubiquiti, Mikrotik, and Mimosa** point-to-point and point-to – Multipoint radios for additional connectivity where needed. The design will consider factors such as coverage area, signal strength, and potential interference to ensure optimal performance. This design phase emphasizes the importance of proactively addressing potential risks and challenges.

3.1.4 IP Network Design:

Develop an IP network design and addressing scheme that accommodates the new camera system and integrates with the existing city network infrastructure. The IP network design will ensure seamless communication between cameras, servers, and user workstations. This integration highlights the need for effective communication and coordination between different project elements.

3.1.5 Milestone for Payment: Contract Signature/Design Review (30%)

- - This milestone triggers the first payment upon successful completion of the system design and approval by the City. It signifies the completion of a major project phase

and ensures that the design meets the city's expectations before proceeding with further implementation.

3.2 Hardware Procurement and Installation

3.2.1 Camera Installation:

- Supply and install approximately 50 IP cameras from a total of 166 cameras, strategically positioned throughout the city, corresponding to **up to 30%** of existing cameras as needed to ensure compatibility and optimal coverage. The camera installation will include proper mounting, alignment, and configuration to ensure optimal image quality and coverage. This phase emphasizes the importance of quality control and ensuring that the installed equipment meets the project's specifications.

3.2.2 Network Deployment:

- Install wireless/mesh network equipment, including access points, antennas, and other necessary components, to establish a reliable communication network for the camera system. The network deployment will adhere to industry best practices and comply with all relevant regulations. This phase highlights the importance of adhering to technical standards and regulatory requirements. **Up to 100% of the existing wireless network will be replaced** to ensure compatibility and optimal performance with the new VMS solution

3.2.3 Infrastructure Implementation:

- Install power supplies, grounding systems, and other infrastructure elements to support the camera and network installations. Customer to provide mounting structures and continuous 120VAC power. The infrastructure implementation will be carried out safely and efficiently, minimizing disruption to the city's operations. This phase underscores the need for careful planning and execution to avoid delays and ensure the project's success.

3.2.4 VMS Implementation:

- Deploy the Genetec Omnicast VMS software and associated server infrastructure, ensuring adequate storage capacity and processing power to handle the video data. **New Dell servers** will be procured and configured to host the VMS software and provide reliable storage for video recordings. The VMS implementation will include configuring the server, installing the software, and setting up storage solutions. This phase emphasizes the importance of proper configuration and testing to ensure the system's functionality and reliability.

3.2.5 Milestone for Payment: Equipment Delivery (20%) –

- This milestone triggers the second payment upon successful delivery and verification of all necessary hardware and software components. It ensures that the city receives the agreed-upon equipment before making further payments.

3.2.6 Milestone for Payment: Start of Installation (20%) –

- This milestone triggers the third payment upon commencement of the physical installation of cameras, network equipment, and other infrastructure elements. It marks the transition from planning and procurement to the actual implementation phase.

3.3 System Configuration

3.3.1 VMS Configuration:

- Configure the VMS software according to the city's specific requirements, including camera settings, recording schedules, and user access levels. The configuration will ensure that the VMS operates optimally and meets the city's surveillance objectives. This phase highlights the importance of customizing the system to meet the specific needs and workflows of the city's users.

3.3.2 User Management:

- Set up user accounts, access rights, and monitoring views based on the roles and responsibilities of different city departments and personnel. User accounts and permissions will be configured to maintain data security and control access to sensitive information. This aspect emphasizes the importance of data security and access control in a surveillance system.

3.3.3 Storage Management:

- Implement storage policies that define retention periods for video footage based on camera location and importance, ranging from 3 to 24 months. The storage policies will ensure that video data is retained for the required duration while optimizing storage utilization. This phase reflects the need for efficient data management and balancing storage requirements with cost considerations.

3.4 Integration

3.4.1 Camera Integration:

- Integrate existing compatible cameras into the new VMS platform, ensuring seamless access to live and recorded video feeds from all cameras. The integration process will involve configuring the VMS to recognize and communicate with the existing cameras. This phase emphasizes the importance of integrating legacy systems and maximizing the value of existing investments.

3.4.2 ACS Integration (future SOW):

- Ensure the VMS platform is capable of future integration with an access control system (ACS), allowing for centralized management of both video surveillance and access control functions. The VMS will be selected and configured to support seamless integration with an ACS when the city decides to implement one. This future integration capability reflects the importance of scalability and adaptability in

a long-term technology solution.

3.5 Training

3.5.1 Administrator Training:

- Provide comprehensive training to designated city staff on the configuration, management, and maintenance of the VMS system. The administrator training will cover advanced topics such as system configuration, user management, and troubleshooting. This training emphasizes the importance of knowledge transfer and empowering city staffto manage the system effectively.

3.5.2 End-User Training:

- Conduct multiple training sessions for end-users from various city departments, covering system operation, video retrieval, and basic troubleshooting. The end-user training will focus on practical skills and knowledge required for day-to-day use of the system. This training ensures that all users can utilize the system efficiently and confidently.

3.5.3 Training Materials:

- Deliver all necessary training materials, including user manuals, quick reference guides, and system documentation, to ensure users can effectively utilize the system. The training materials will serve as a valuable reference for users after the training sessions are completed. The acceptance testing will involve both functional and performance tests to ensure the system operates as intended and meets the city's expectations. The successful completion of this phase will mark the formal acceptance of the system by the city.

3.5.4 Milestone for Payment: Training (20%)

- This milestone triggers the fourth payment upon completion of the first training session.

3.6 Project Acceptance and Completion

3.6.1 Acceptance Testing:

- The acceptance testing is jointly executed between CelPlan and Customer's staff to test each system component and functionality creating an eventual punch list that needs to be resolved by CelPlan ASAP. Once the pending items on the punch list are resolved, the project is completed and delivered to the Customer for normal operation along with all related documentation.

3.6.2 As-Built Documentation:

- Provide detailed as-built documentation, including network diagrams, equipment inventories, and configuration settings, to facilitate future maintenance and upgrades. The as-built documentation will serve as a valuable reference for future system modifications and troubleshooting. This documentation ensures that the city has a clear and accurate record of the installed system.

3.6.3 System Documentation:

- Deliver comprehensive system documentation and user guides, covering all aspects of system operation, maintenance, and troubleshooting. The system documentation will empower city staff to operate and maintain the system independently. This documentation promotes knowledge transfer and self-sufficiency, reducing the city's reliance on external support.

3.6.4 Milestone for Payment: Completion (10%)

- This milestone triggers the final payment upon successful completion of all project deliverables, including acceptance testing and documentation. It signifies the official handover of the system to the city.

3.7 Project Management

3.7.1 Dedicated Project Manager:

- Assign a dedicated project manager to oversee all aspects of the project, ensuring effective communication, coordination, and timely execution of tasks. The project manager will be the primary point of contact for the city and will ensure that the project is completed on time, within budget, and to the required quality standards. The project manager's role is crucial in ensuring the project's overall success and maintaining alignment with the city's goals and expectations.

3.7.2 Progress Reporting:

- Provide regular status reports to the city, detailing project progress, milestones achieved, and any potential issues or risks. The project manager will provide transparent and timely updates to the city, ensuring they are informed of the project's status and any potential challenges. Regular progress reporting fosters trust and transparency, keeping the city engaged and informed throughout the project lifecycle.

3.7.3 Project Meetings:

- Conduct regular project meetings with city representatives to discuss progress, address any concerns, and ensure alignment with project objectives and timelines. The project meetings will foster collaboration and ensure that the project remains on track and meets the city's evolving needs. These meetings provide a forum for open communication and collaboration, ensuring that the project stays aligned with the city's vision.

3.8 Ongoing Support

3.8.1 Warranty:

- Provide a one-year warranty on all installed equipment, covering any defects in materials or workmanship. The warranty will give the city peace of mind, knowing that any issues with the equipment will be addressed promptly. This warranty demonstrates the commitment to quality and provides assurance to the city that the system will be supported in the initial period after deployment.

3.8.2 Technical Support:

- Offer 24/7 technical support services to address any system issues or user inquiries promptly. The 24/7 technical support will ensure that any problems are resolved quickly, minimizing system downtime and disruptions. This ongoing support ensures that the city has access to expert assistance whenever needed, maximizing system uptime and user satisfaction.

3.8.3 Preventative Maintenance:

- Conduct regular preventative maintenance visits to ensure optimal system performance and identify any potential problems before they cause disruptions. Preventative maintenance will help to identify and address potential issues before they escalate, reducing the risk of system failures and costly repairs. This proactive approach to maintenance helps to extend the system's lifespan and ensure its continued reliability.

3.8.4 Software Updates:

- Provide software updates and patches as needed to address security vulnerabilities, improve system functionality, and enhance performance. Regular software updates will help to protect the system from cyber threats and ensure it continues to meet the city's evolving needs. This ongoing support ensures that the system remains secure and up to date with the latest technological advancements.

3.8.5 Milestone for Payment: Maintenance and Support - Annual (100%)

- This milestone triggers annual payments for ongoing maintenance and support services, ensuring the system's continued operation and optimal performance. This payment structure aligns the vendor's interests with the city's, incentivizing them to provide high-quality support and maintenance to ensure the system's longevity.

3.9 Final Project Report

3.9.1 Work Summary:

- Document all completed work, including a detailed description of the installed camera system, network infrastructure, and VMS configuration. The final project report will serve as a valuable reference for the city, documenting the project's scope, deliverables, and achievements. This documentation provides a comprehensive record of the project for future reference and audits.

3.9.2 Equipment Inventory:

- Provide a comprehensive inventory of all installed equipment, including make, model, serial number, and location. The equipment inventory will facilitate future maintenance, upgrades, and replacements. This inventory ensures that the city has a clear and organized record of its assets.

3.9.4 Performance Metrics:

- Summarize the results of acceptance testing and provide system performance metrics to demonstrate the effectiveness and reliability of the new VMS solution. The performance metrics will provide evidence of the system's effectiveness in meeting the city's security and surveillance objectives. This reporting helps to quantify the project's success and demonstrate the value delivered to the city.

This project scope of work outlines the key deliverables and responsibilities for the successful implementation of the City of Redlands' VMS replacement project. The project aims to provide a unified, reliable, and user-friendly video surveillance solution that enhances public safety, improves incident response, and supports future integration with an access control system. The project will be executed in accordance with industry best practices and project management principles, ensuring timely completion, cost-effectiveness, and high-quality deliverables.

The proposed solution will leverage the Genetec Security Center platform, incorporating the Omnicast VMS for video management and the Synergis system for future access control integration. The wireless network infrastructure will be built using Cambium PMP 450v and Mimosa radios, providing high-bandwidth and reliable connectivity. New Dell servers will be deployed to host the VMS software and store video data. The project will replace 100% of the existing wireless network and up to 30% of the existing cameras, ensuring compatibility and optimal performance with the new VMS solution.

EXHIBIT "B"
PROJECT SCHEDULE

Find below an initial project schedule describing the expected timeline for each task during project implementation. During project review, a detailed schedule shall be created incorporating the sequence and priority of implementation based on the Customer's requirements.

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13
Contract Signing													
Project Kickoff Meeting													
Joint Site Survey													
Revised System Design													
Approval of System Design													
Existing System Documentation													
Data Closets/Server Rooms													
Access													
Building / Pole Permits													
Production / Procurement													
Software													
Servers													
Networking													
Radios													
Miscellaneous													
Installation													
Install Preparation													
Servers/storage													
Building Installation													
Electrical													
Wireless													
Ethernet													
Cameras													
Training													
Final Acceptance													
Project Management & QC													→

(ongoing)

EXHIBIT "C"

SCHEDULE OF VALUES

Find below the schedule of values during project implementation and maintenance and support phases. Note that the payment dates are tied to project completion milestones as illustrated on the Project Schedule in Exhibit B:

Total project price:

Table 1 Project Implementation

Project Implementation and Maintenance Year 1

Description	Itemization	Amounts
Materials (taxable)		**$534,339.69**
	Cameras	$132,992.62
	Infrastructure	$401,347.07
Materials (non-taxable)		**$61,740.06**
	Software	$61,740.06
Professional Services		**$313,030.26**
	Design/Engineering	$36,639.00
	Installation	$195,195.36
	Installation Cost	$77,044.65
	Project Management Cost	$4,151.25
MSP Y1		**$208,820.81**
Tax		**$40,075.48**
Total		**$1,158,006.29**

Maintenance and Support Subsequent Years

Description	Amounts
Materials (non-taxable)	$12,489.46
MSP	$219,261.85
Total Annual Subsequent Years	**$231,751.31**

Table 2 Schedule of Values

Project Implementation and Maintenance Year 1							
Milestone	**Description**	**Percentage**	Materials (taxable)	Materials (non-taxable)	Professional Services	Tax	**Total**
M1	Contract Signature/Design Review	30%	$160,301.91	$18,522.02	$93,909.08	$12,022.64	**$284,755.64**
M2	Equipment Delivery	20%	$106,867.94	$12,348.01	$62,606.05	$8,015.10	**$189,837.10**
M3	Start of Installation	20%	$106,867.94	$12,348.01	$62,606.05	$8,015.10	**$189,837.10**
M4	Training	20%	$106,867.94	$12,348.01	$62,606.05	$8,015.10	**$189,837.10**
M5	Completion	10%	$53,433.97	$6,174.01	$31,303.03	$4,007.55	**$94,918.55**
MSP Y1	Maintenance and Support - Annual	100%	$0.00	$0.00	$208,820.81	$0.00	**$208,820.81**
Total				**$1,158,006.29**			

Maintenance and Support Subsequent Years

Milestone	**Description**	**Percentage**	Materials (taxable)	Materials (non-taxable)	Professional Services	Tax	**Total**
MSP Y2	Maintenance and Support - Annual	100%	$0.00	**$12,489.46**	$219,261.85	$0.00	**$231,751.31**
MSP Y3	Maintenance and Support - Annual	100%	$0.00	$12,489.46	$228,531.90	$0.00	**$241,021.36**
MSP Y4	Maintenance and Support - Annual	100%	$0.00	$12,489.46	$234,557.44	0.00	**$247,046.90**
MSP Y5	Maintenance and Support - Annual	100%	$0.00	$12,489.46	$240,733.61	0.00	**$253,223.07**

Notes on Pricing:

1. Validity: This proposal is valid for 180 days from the due date of the proposal.

2. Payment Terms: Proposal pricing is based on CelPlan's standard payment terms (Net 30) as follows:
   a. 30% upon Contract Signature/Design Review
   b. 20% upon Equipment Delivery
   c. 20% at the Start of Installation
   d. 20% upon Training
   e. 10% upon Completion
   f. 100% of Annual Maintenance and Support

3. Charges: Services, maintenance, and software charges (including applicable taxes) are based on items provided as part of the baseline proposal. Charges may need to be adjusted based on selected options, if applicable.

4. Assumptions: The statement of work and assumptions outlined in this proposal apply to this offer; any changes to these assumptions may impact the price or offer accordingly.

5. Equipment Counts and Installation: Final equipment counts, and installation services will be determined jointly with the customer during the design review.

6. Customer-Provided Equipment: Workstations and monitors will be provided and configured by the customer.

7. Warranty: The entire system includes standard and extended equipment manufacturer's warranty. An optional Maintenance Support Plan can be offered and acquired by the customer, limited to parts provided by CelPlan Technologies for the purchased period.

8. Maintenance Support Plan (MSP): The MSP is an end-to-end service that includes troubleshooting, labor, parts, and equipment needed to keep the system operational.

9. The MSP is offered as a Maintenance and Support line item on the pricing form.

10. Remote Access Requirement: The maintenance and support terms, including the proposed price, assume that CelPlan will have remote access to troubleshoot all systems. This is a mandatory requirement.

11. Liability Disclaimer: CelPlan will not take any responsibility for damage due to misuse, mishandling, accidents, purposely inflicted damage, vandalism, natural disasters, etc., from the time of delivery to the customer site, regardless of system acceptance. The customer is responsible for appropriate insurance or repair/replacement costs. CelPlan will charge the customer for any repair and/or replacement components, and associated services.

EXHIBIT "D"
EXCLUSIONS

6 Exclusions

6.1 Exclusions and Additional Terms:

- **Equipment Damages:** Any damages to equipment are not covered.
- **Permits:** The cost of permits is not covered under this proposal.
- **Project Delays:** Delays outside of the vendor's control are not covered and will be charged on an hourly basis.

6.2 Maintenance and Support Plan (MSP) Exclusions:

- **Non-CelPlan Components:** For any issues reported that do not pertain to CelPlan-provided components or equipment maintained by CelPlan, the Customer will be charged at standard or overtime hourly rates, with a minimum charge of four (4) hours.

- **Exclusions from Maintenance:** The scope of maintenance services excludes damage or loss resulting from natural disasters, weather-related events, accidents, theft, intentional damage, lightning, vandalism, electrical services, and the installation of pole hardware.

- **Liability Disclaimer:** CelPlan disclaims any liability for damage resulting from misuse, mishandling, accidents, intentional acts, vandalism, natural disasters, or other causes from the time of notice of completion of services. The Customer is fully responsible for the cost of appropriate insurance coverage and any repair or replacement expenses. CelPlan will invoice the Customer for the cost of repair and/or replacement components, as well as associated services.

6.3 System Assumptions:

- The system design assumes the reuse of existing network components and other city infrastructure that were originally part of the security network or city network. This assumption is made to optimize resources and reduce costs for the city by avoiding the purchase of new equipment. Any equipment that is currently in place and can be effectively reused is expected to be available and in working condition. If the existing equipment cannot be reused, additional costs for new resources may be incurred.

EXHIBIT "E"
STANDARD SUPPORT TERMS, STRUCTURE, AND PROCEDURE

7 Standard Support Terms, Structure and Procedure

7.1 Maintenance and Support Terms

7.1.1 Maintenance Plan Summary

Celplan's Standard Comprehensive Maintenance and Support Plan includes the following main features:

- Warranty of all CelPlan-provided equipment during maintenance period
- On-site (corrective) services
- Complete technical support service for all maintenance activities (phone calls, emails, visits, repairs, equipment rentals)
- Replacement parts
- Maintenance of local spares (at discretion of CelPlan)
- Preventative maintenance (inspection, cleaning)
- Software patches and upgrades (if applicable)
- Remote network health monitoring and diagnostics services (based on availability of VPN and suitable remote access)

7.1.2 Preventative Maintenance

CelPlan will perform weekly remote monitoring and diagnostics of the network to assure overall systems health (including verification of system bandwidth, redundant component failures - such as hard-drives, switches, power supply units, and UPS). If problems are detected, CelPlan will create a case number and report the Customer about the detected problem, and our resolution plan.

Secondly, CelPlan shall also perform periodic (annual at minimum) system field checks. Additionally, once per year, CelPlan shall perform a camera (lens) cleaning service for the CelPlan provided outdoor cameras.

CelPlan shall perform Software/Firmware updates on all components as required (semi-annually at minimum, if applicable).

7.1.3 Problem Reporting

A 24x7 customer service number and email address are available to report issues and create incident tickets. Detailed problem reporting procedure will be provided to the Customer at contract signature.

7.1.4 Problem Resolution Tracking

Based on received problem report, a case number will be assigned to the incident reported for mutual tracking purposes, with an acknowledgement provided to the Customer's assigned points of contact. Upon problem acknowledgement, the problem level will be assessed, upon which a resolution plan will be defined, and communicated to the Customer. Upon problem resolution, a notification of problem closure will be provided to assigned points of contact with the Customer.

7.1.5 Problem Definition

Using a tiered problem structure, we recognize three major categories of problems as follows:

- **Level 1**: Emergency problems, including overall network outage or server outage, and backhaul outage.
- **Level 2**: Problems affecting a portion of the network, with lack of access to camera(s).
- **Level 3**: Minor problems, affecting one camera unit, or a servicing requirement that does not immediately affect operation (such as failures in redundant components of the network).

7.1.6 Response Time

Adjusted to the problem level, the following standard response time targets are provided. In addition, case by case, CelPlan will collaborate as much as possible to adjust the response time to specific Customer needs in terms problem resolution and response time.

- **Level 1**: CelPlan targets to start on-line / remote diagnostics and resolution services within 4 business hours from problem reporting. In parallel, if required, CelPlan targets to mobilize the field team to target 24 business hour resolution.
- **Level 2**: CelPlan targets to start on-line / remote diagnostics and resolution services within 8 business hours from problem reporting. In parallel, if required, CelPlan targets to mobilize the field team and resolve within the next 2 business days.
- **Level 3**: CelPlan will provide problem acknowledgement within 8 business hours, and targets to start on- line / remote diagnostics and resolution services within 2 business days from problem reporting. In parallel, if required, CelPlan targets to mobilize the field team within 4 business days.
- **Level 4**: Third party related interruptions. Resolution time shall be identified on a case-by case basis.

7.1.7 Escalation Procedure

In addition to the standard support structure, CelPlan provides a (multi-tier) reporting escalation procedure to provide flexibility for specific cases, and immediately address problems or concerns regarding maintenance.

7.1.8 Spares and Equipment Replacement

Several spare items may be maintained locally or proximity of maintained site(s) at CelPlan's discretion.

7.1.9 Exceptions

For any reported problems not pertaining to CelPlan provided components or CelPlan maintained equipment the customers will be charged standard / overtime hourly rates with minimum 4-hour charge.

Maintenance excludes natural disasters, weather related damages, accidents, theft, inflicted damages, lightning, and vandalism.

CelPlan will not take any responsibility for damage due to misuse, mishandling, accidents, purposely inflicted damage, vandalism, natural disaster, etc., from time of notice of completion. The Customer will be responsible for cost or provisioning of appropriate insurance or repair/replacement costs. We will charge the Customer for the repair and/or replacement components, and associated services.

7.2 Procedure

Call support phone number(s) (see page 3) to explain the problem (during business hours). Depending on importance/urgency, 1st tier and/or 2nd tier number(s) can be used. (Leaving message is optional.)

In case the phone is not answered or outside of business hours, always immediately send an

e-mail to wi4netsupport@celplan.com to describe the problem.

CelPlan targets to acknowledge receipt of the request with a phone call and/or email within the subsequent 4 business hours.

CelPlan to provide a status update and plan for resolution within 24 hours.

CelPlan or partner field personnel will notify the monitoring staff (by phone) before field visits to notify such visit. Once the resolution is achieved, CelPlan will provide a phone call or email in order to provide the completion status.

In situations where vandalism is suspected and/or reported, the procedure is for our field team to remove the parts and send them to the manufacturer for full assessment and then based on their report a recommendation (and eventual quote) is sent to the customer where an approval is required for CelPlan's team to replace/reinstall components or complete nodes.

7.2 CelPlan Support

Main CelPlan support line is available 24/7:

- Phone numbers: (877)840-0734 or (703)259-4040
- Email address: wi4netsupport@celplan.com

7.3 CelPlan Escalation Procedure

For emergencies and report of structural support problems, the following additional CelPlan contacts are provided: Paulo Leite (COO): (703)259-4025 / paulo@celplan.com

Leonhard Korowajczuk (CEO/CTO): (703)259-4022 / leonhard@celplan.com

EXHIBIT "F"
GENETEC GLOBAL & PRIVACY POLICY

7.4 Genetec Global Privacy

At Genetec, we are committed to protecting our customers' personal data. This document will help you understand how we collect, manage and use their and their users' personal data as part of our provision of our products and services to you.

In essence, we (Genetec Inc., together with our affiliates, licensors, partners and contractors, including their respective successors and assigns, referred to as "**Genetec**", "**we**", "**us**" or "**our**") need to collect certain personal data about our customer (either you as an individual, or the legal entity that you represent, or for the benefit of which you are agreeing to these terms and have the full power and authority to bind contractually, as applicable; referred to as "Customer", "you", "your" or "yours") in order to be able to provide such Customer and/or its employees or other authorized users acting on its behalf (each a "user") with our products. We promise to work hard to preserve the integrity and the security of Customer's information (including that of its users) under our control. We will only use Customer's data in a manner consistent with this privacy policy, and will not share it with anyone for any other purpose.
In this document, the expression "**personal data**" means any information relating to an identified or an identifiable natural person. Such information may include, for example, the person's name, address, contact information (such as telephone numbers or email addresses), age, and gender. We further use the term "product" to refer to any product, service, solution or other offering made available by Genetec.

WE STRONGLY ENCOURAGE YOU TO CAREFULLY READ THIS DOCUMENT. YOUR (INCLUDING YOUR USERS') USE OF OUR PRODUCTS WILL MEAN THAT YOU ARE AWARE OF THE COLLECTION, STORAGE, USE AND DISCLOSURE OF PERSONAL DATA IN THE MANNER DESCRIBED IN THIS DOCUMENT.

1. **Why we need to collect personal data**

We need to collect certain personal data to better understand Customer's needs and preferences, and to provide our products to Customer and its users. Additionally, we may rely on such personal data to contact Customer regarding Customer's Genetec™ account, upcoming changes, improvements, software updates and upgrades, as well as to improve the effectiveness of our offerings, to conduct research, analysis and other business activities, as further explained in this privacy policy. In any event, the personal data will not be used, made available or otherwise disclosed for purposes other than those specified herein, unless we obtain Customer's prior approval or are required to do so by law.

2. **What kind of personal data may be concerned**

General
We make available a variety of products, any combination of which may be procured by Customer. Consequently, the scope and nature of information collected by us varies based on the products used by Customer. In any case, we access and collect personal data only to the extent necessary to ensure that Customer can access and use the products that it has procured. We may further collect information to identify and associate Customer with its Genetec account. This includes Customer's name, contact information, including mailing address, email addresses of certain users entitled to access and use the products for or on behalf of Customer, as well as other unique identifiers attributed to Customer (including its users) by us or by other service provider, as the case may be.

Additionally, we may collect and store personal data that Customer (including its users) chooses to provide to us, at its sole discretion, without us requiring it to do so. This may occur, for example, where you

disclose certain personal data to us when you contact us, or when you choose to store certain personal data in our products as part of your use of such offerings.
Please refer to relevant product privacy sheets for more information on the personal data that is collected and processed by us in relation to such product.

Personal data collected in relation to our products

Generally, our products may be grouped in four categories: on-premise software, cloud services, hybrid products and mobile applications. Below, you will find an overview of the type of information that may be collected and processed by us in relation to your use of our products. However, we encourage you to refer to the relevant product privacy sheet to better understand what information may be collected and processed by us in relation to your use of such product.

The first category combines our software products that are installed on infrastructure provided by or on behalf of Customer. In these cases, all personal data remains stored in the Customer's systems, and will not be shared with Genetec. Customer may, however, for its convenience, choose to enable the automated modules – known as the Genetec Update Service (GUS) and the System Availability Monitor (SAM) – which would respectively allow Customer, among other things, to receive automated software and firmware updates, security notifications, and other relevant nonmarketing content, and monitor the status of their physical security infrastructure. These modules, when enabled, will monitor and send to our systems information pertaining to the configuration, status and health of software and hardware associated with your installation of our on-premise products.

The second category groups cloud products that are hosted on systems made available by us. The extent of personal data that may be collected and processed by us as part of our cloud products will vary based on the type of cloud product being used.

Our hybrid products category represents products that are generally installed on infrastructure provided by or on behalf of Customer (with all of the personal data being hosted on-premise, as outlined above), but additionally require an internet connection to ensure that Customer holds a valid subscription to use such hybrid product.

We may also make available certain mobile applications to Customer in relation to its use of our products. Generally, our mobile applications are an extension of Customer's other Genetec products. Our mobile applications only collect and send to our systems a limited set of information, which includes hardware and operating system information, web browser version, certain anonymous usage data, as well as the mobile device's geographic location. All other information remains stored on the mobile device or in the relevant Genetec product.

Personal data collected in relation to Customer accounts
When you create a customer account with us in association with any Genetec product, we will require you to submit to us certain personal data to identify you (including your users) as the holder of such customer account, but also to protect information associated with your customer account from unauthorized disclosure. Such personal data may include, but is not limited to, Customer full name, user full name, address, contact information, you Genetec account username and password. It is your responsibility to provide all necessary information to and obtain all relevant approvals and consents from all your users in relation to their access and use of our products.
Personal data collected in relation to support services

When Customer contacts us, whether by phone, chat, email, through our websites or otherwise, we may keep a record of such communications to help solve issues that Customer might be dealing with, but also for training, quality assurance and statistical purposes, as well as to improve our products. Please note that we may aggregate personal data to generate various performance, analytical and statistical data, as well as to develop new products. When we do so, we ensure that such information becomes anonymized and may no longer be associated with an identifiable individual.

Personal data collected via our websites

When you visit our websites, we may collect certain information automatically from your device. In some countries, including countries in the European Economic Area, this information may be considered personal data under applicable data protection laws. Specifically, the information we collect automatically may include information like your IP address, device type, unique device identification numbers, browser-type, preferences, broad geographic location (e.g. country or city-level location) and other technical information. We may also collect information about how your device has interacted with our Website, including the pages accessed and links clicked. Collecting this information enables us to better understand the visitors who come to our website, where they come from, and what content on our website is of interest to them. We use this information for our internal analytics purposes and to improve the quality and relevance of our website to our visitors.

Some of this information may be collected using cookies and similar tracking technology (collectively, "**Cookies**"). We use cookies to collect and use personal data about you. For further information about the types of Cookies we use, why, and how you can control Cookies, please see our Cookie Notice.

3. **Who may have access to personal data**

At Genetec, we recognize and respect the importance of protecting our customer's personal data. Keeping personal data in strict confidence is a core part of our commitment to service excellence. We do not sell or rent any personal data to any third party. However, to provide Customer with our products, we may share Customer's personal data with our affiliated companies, parent entities and subsidiaries, for internal business purposes, as well as with our partners acting on our behalf in relation to the provision of such products.

As many other service providers, we use third party partners' help in some aspects of our business operations, which, in some cases, involves processing or handling of Customer's personal data. However, before we do so, we take appropriate measures to safeguard personal data, and to ensure that it is used only in a manner consistent with this privacy policy.

These measures also include protecting personal data within our organization. Such information may only be accessible by those employees, agents, representatives and contractors of Genetec who need to know such information as part of their duties. We further ensure that our employees, agents, representatives and contractors perform their duties in a way compatible with the terms and conditions described in this document.
We may be required to disclose information that we have on Customer and its users (including its and their personal data) to governing and law enforcement authorities, including where required by law, a court order, or by other legal obligations that we may have in any jurisdiction.

4. **How we protect personal data**

We work diligently to maintain administrative, technical and physical controls consistent with industry best practices to protect Customer's personal data against unauthorized access or use. We leverage industry-leading technologies, including server authentication and data encryption, to protect personal data during transit over the internet and at rest.

5. **Where personal data may be processed**

While our global headquarters are based in Montreal, Canada, Genetec, together with our partners and affiliated companies, operate in various locations worldwide. As a result, we may store or otherwise process personal data in many places around the world, including outside the state, province or country where Customer is located, in which case personal data may become subject to foreign laws, and, therefore, may be available to the governing authorities under local laws and regulations. We will use various legal and contractual means to ensure that data transfers are done in compliance with applicable laws and industry best practices.

In certain cases, we may enable Customer to choose the location of data centers where we will store Customer's personal data. Please note that the availability of choice of data center locations varies based on the product, as well as on Customer's geographical location.

If Customer is a resident of the European Union (EU) or the European Economic Area (EEA), we make sure that his/her personal data is transferred to third countries outside the EU/EEA that are deemed "adequate" by the European Commission (a list of adequate countries is available here). Alternatively, where your personal data is not sent to a country that provides adequate protection, we will put in place appropriate safeguards to ensure that your personal data remains protected while it is being processed outside the EU/EEA in accordance with applicable privacy laws. These appropriate safeguards may include signing the European Commission's Standard Contractual Clauses with the group entity, third party service provider or partner outside the EU/EEA with whom we share your personal data. For further information about transfers of personal data, please refer to the "How to contact us" section below.

6. **Keeping personal data accurate and up-to-date**

We rely considerably on your personal data to ensure that we provide Customer with the best possible experience. It is, therefore, important that your personal data available to us remains up to date. As such, if you notice that the information that we have on Customer in our files is no longer accurate or is incomplete, we strongly encourage you to contact us with the most current information. Not doing so may, in some cases, affect our capacity to deliver to our products. Note that before updating Customer's personal data, we may ask you to verify your identity before we can act on the request.

7. **Retention of personal data**

Customer's personal data will be stored in accordance with our retention policies and processes. We will keep Customer's information only for as long as it is necessary for us to fulfill our obligations. Thereafter, we will put necessary efforts to permanently dispose of your personal data, unless we are required to keep it for legitimate business or legal purposes.

8. **Legal basis for processing personal data**

The legal basis for collecting and using the personal data described above will depend on the personal data concerned and the specific context in which we collect it. However, we will normally collect personal data from you only where we have your consent to do so, where we need the personal data to perform a contract with you or to comply with applicable laws, or where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms.

If we ask you to provide personal data to comply with a legal requirement or to perform a contact with you, we will make this clear at the relevant time and advise you whether the provision of your personal data is mandatory or not (as well as of the possible consequences if you do not provide your personal data).

Similarly, if we collect and use your personal data in reliance on our legitimate interests (or those of any third party), we will make clear to you at the relevant time what those legitimate interests are.

In other situations, Customer (including its users) must always give us clear consent for the collection, use and processing of personal data in order for us to do so. This can be done in several ways, for example, by phone, chat, email, by click of a button, or other similar means.

Occasionally, a Customer may give us access to, or provide us with, additional personal data which may be necessary to enable us to provide our products to Customer. This may, for example, happen when Customer chooses to enable a relevant feature in a product. In such case, we will treat such personal data in accordance with the terms of this privacy policy and the applicable laws.

When Customer procures or uses our products, Customer acknowledges and agrees that Customer has the necessary authority and all relevant consents (including those that may be required from its uses) to transfer such personal data to us, and allow us to treat such personal data in accordance with this privacy policy.

9. **Minors**

The products that we provide are not intended for individuals below the age of 18. If you are under 18, please do not provide your personal information to us.

10. **Openness and accountability**

Within Genetec, our privacy team is responsible for our security and privacy-related matters, including the application of this privacy policy. He and his team oversee training of our staff to ensure security compliance and to raise privacy awareness. Security, transparency and integrity are among the key values at Genetec. We will gladly answer any questions or concerns that you may have with respect to your privacy or the security of your personal data, or if they wish to request a correction of your personal data in our custody or control. Please do not hesitate to reach us by visiting the "contact us" section of our website.

11. **Your data protection rights**

You have the right to request access to, and obtain a copy of, your personal data. You may also request that any personal data that is inaccurate or incomplete be rectified or completed. Note however that, in some cases, we may not be able to provide you access to your personal data. This may occur when providing such access would be likely to impact the privacy or the security of a third party, or for other valid reasons in accordance with applicable laws. In these events, we will advise you in writing of the grounds of our decision.

Under certain legal conditions (for example, where the personal data is no longer needed to achieve the purposes for which the information was initially collected) you may request that your personal data be erased. In addition, you may object to the processing of your personal data, ask us to restrict processing of your personal data or request portability of your personal data under certain legal conditions.

In situations, other than those outlined above in this section, where the processing of your personal data is based on your consent, you have the right to withdraw your consent at any time. Please note, however, that withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal data conducted in reliance on other lawful processing grounds (such in relation to your account or use of your products under a contract).

You also have the right to opt-out of electronic marketing communications that we may send you at any time and free of charge. You may exercise this right by clicking on the "unsubscribe", "opt-out" or other similar links in the marketing e-mails that we may send you. To opt-out of other forms of marketing (such as postal marketing or telemarketing), please contact us using the contact details provided under the "How to contact us" heading below. However, we may still contact you using your contact information for example to share important technical or functional information relating to your account or use of our products.

If we are unable to resolve an issue to your satisfaction, you may choose to request assistance from, or submit a complaint to, the privacy authorities, such as the Privacy Commissioner of Canada, who may be contacted at 1-800-282-1376

You may exercise any of the rights described above at any time by contacting us as described under the "How to contact us" section below. We will respond to your request in accordance with applicable data protection laws.

12. **How to contact us**

If you have any questions, concerns or complaints about this privacy policy, or the way we process your personal data, or if you want to exercise your rights as described above, please contact our Data Protection Officer and our privacy team by email at privacy@genetec.com, or by postal mail at the following address: 2280 AlfredNobel Blvd., Suite 400, Montreal, QC, H4S 2A4, Canada. .

13. **Updates to this privacy policy**

Continuous improvement of our products is key to our goal to providing our customers with the most innovative and relevant solutions. We, therefore, continuously implement new technologies and improving our processes, software and services, which may require us to update this privacy policy from time to time, without prior notice. However, if we make any major changes to our privacy practices, we will publish a relevant notice on our corporate website.

The revised version of this document terms will take effect as soon as it is made available on our website with regards to all new customers. If any revision to this policy outlines any material changes to the way that we use or otherwise process any personal data, we will provide a more prominent notice.
Where applicable, we will also provide Customer with instructions on how to opt in to or opt out from our new products, or communications. Note that some aspects of our products may not be available to Customer if Customer chooses to opt out from certain communications.

This privacy policy has been last updated on December 4, 2019. Please note that this version takes into account the provisions of Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

7.5 Genetec Privacy Policy

Product Privacy Sheet - Genetec™ Security Center

This document is a supplement to the Genetec Privacy Policy and applies to the following Genetec product: Genetec™ Security Center.

December 4, 2019

This document is a supplement to the Genetec Global Policy available above (Section 7.4) and applies to the following Genetec Product (the "Product"): Genetec™ Security Center.

Overview

As part of your use of the Product, you (either you as an individual, or the legal entity that you represent, as applicable; referred to as "you", "your" or "yours"), or your users, may upload, receive or generate certain information or data ("Data"). This document outlines what type of Data is concerned and to what extent Genetec (also referred to as "we", "us" or "our") may access, store, use or otherwise process (referred to as "processing", "process" or other similar words) your Data.

Deployment environment

Please keep in mind that the Product deployment environment may impact the scope of Data processing. It is therefore essential to determine how the Product will be deployed in order to fully understand the implications of Data access.

The deployment in a "Local Environment" means that the Product is deployed in an infrastructure not provided by Genetec, all Data is stored in the data hosting systems and servers provided by you and is not made available to Genetec except as outlined in this document.

The deployment in a "Cloud Environment" means that the Product is deployed in the hosting environment provided by Genetec (and hosted by Microsoft Azure in its secure Azure data centers). The environment will normally contain the data of other Genetec customers, but each customer's respective Data is logically segregated so that no one single customer may see or access other customers' Data. Your Data will not be visible to any other customer using their instance of the Product from the same Cloud Environment.

When the Product is provided in a combination of a Cloud Environment and a Local Environment, we refer to such deployment as a Hybrid Environment. In these cases, the accessibility of the Data will vary according to the design of the deployed Product. Please refer to the description of Data use cases above to determine how such Data will be processed by us.

What type of Data will be captured by the

Product? Common components

Directory

The Security Center Director ("Directory") is the component of the Product that manages all system configurations, settings and other Data listed below, which will all remain in the Product until it is deleted.

User Data: The Directory is responsible for the authentication of all user connections and, as such, will capture user identifiers to uniquely identify authorized users. This includes their name, e-mail address, and contact information that is configured in the Product. Additionally, the Product keeps a record of all user activities as part of its audit trail, which may also include changes to the system configuration made by each

user. By default, this Data is stored for a period of 90 days, but you may disable its capture.

Usage Data: The Directory captures certain non-personal statistical and usage Data, such as the user action type, the type of capture (manual or automatic), and so forth. Usage Data does not contain any of your personal or confidential Data.

System configuration: Various Data regarding your configuration settings will be captured by the Product through the Directory, such as the operating system language used, your Product identification, the version of the Genetec products installed on your device, and so forth.

GUS and SAM

The Product includes two connected services that you may enable at your discretion: GUS and SAM.

The first, the Genetec Update Service (GUS), enables you to update your Product when a new release becomes available to you. Among other things, GUS allows you to receive automated software and firmware updates, security notifications and other relevant non marketing content. To do so, GUS collects Data about your system usage, comprised of directories, roles, units, entities that you have in your security system and their availability (up and down times), which does not contain any personal information.

The second, the System Availability Monitor (SAM), allows your system administrators (which may include your system integrator) to have a general overview of the status and availability of any security systems connected to the Product. To do so, SAM will use the same Data as collected by GUS to compile statistics on the availability and health of the Product, such as the uptime percentage, the average time between errors and the average time an entity takes to come back online. SAM requires an active subscription to Genetec Advantage program to operate.

To facilitate proactive support and improve communication, GUS and SAM are configured to allow Genetec to receive Data described above by default. You may choose to enable GUS and SAM on an anonymous basis, meaning that all the Data submitted to Genetec will be kept in an aggregate manner with the like Data from other Genetec customers and we will not be able to identify you as the source of such Data. You may also select to disable GUS and SAM, in which case no Data will be collected. Please note, however, that these last two options might limit some of the respective service's capabilities.

Optional components

As the Product is a modular platform, you need to obtain a license to use one or more of its optional components to fully leverage the capabilities of the Product. The Data collected by the Product will vary depending on the component covered by your license, as described below.

Omnicast™

Omnicast™ is our video management system, the core function of which is to record and enable you to manage video footage from your connected cameras. Omnicast™ is only available for deployment in Local Environments and, as such, none of the Data listed below will be made available to Genetec.

Video recording and metadata: The Product captures video recording from each camera enrolled in the Product, including the associated metadata, including timestamps, geolocation, and so forth.

Device Data: The Product will also capture Data on the connected cameras, such as their respective name and model. This information will also be used by the Product to recommend and make available to you firmware updates available for such cameras, where the feature is supported.

AutoVu™

AutoVu™ is our automatic license plate recognition system. AutoVu™ works natively with our AutoVu™ Sharp cameras. These cameras are designed to capture relevant Data allowing you to use them with AutoVu™, Genetec Patroller™ and/or Genetec Motoscan™ systems. To provide protection against system or network failures, these devices are designed to capture, and store internally, license plate identification, images and metadata (including timestamps and the geolocation) until such Data is offloaded.

Below is a list of the Data collected and stored as part of your use of AutoVu™, irrespective of the infrastructure in which you deploy the Product. AutoVu™ systems are available for deployments in Local, Cloud or Hybrid Environments. Additionally, the Data collected as described below is stored according to the retention periods you define, which may vary depending on the type of Data.

License plate identification: The Product will capture and recognise all license plate identification to enable you to geographically locate the vehicle identified using the Product. This includes the license plate number and the state / province / country of issuance.

Images and metadata: The Product further captures images of a vehicle identified using the Product, as well as the associated image metadata, such as the vehicle's make and model, its speed, relative motion and the like. This may include images of the license plate of the vehicle, the vehicle itself and images of the surrounding areas, which may include images of individuals passing by at the time the images were captured.

Device Data: The Product captures device Data on the AutoVu™ Sharp cameras connected to your AutoVu™ system, including the name and model of the connected cameras. The Product will further capture unique device identifiers on devices used to capture the Data of the vehicle identified using the Product, which may include unique identifiers of cameras, computers, sensors and other hardware or software used to capture and process such Data as part of the use of the Product.

Event Data: Based on your configuration of the Product, it will use the license plate identification, images and metadata (as described above), as well as the time when the captured event occurred and its geolocation to generate Data related to the event, such as parking sessions information and parking ticket transactions.

You may also choose to import additional Data into the Product, such as permit lists and hot lists. With this imported Data, you can further configure the Product to handle events to include whether a vehicle is being

looked for or not, whether a permit is valid or not, the capacity of the parking lot visited, descriptive information of vehicles you are looking for, and so forth.

Genetec Patroller™ and Genetec Motoscan™

Just like AutoVu™, Genetec Patroller™ and Genetec Motoscan™ are our specialized license plate recognition software. However, Genetec Patroller™ is intended for in vehicle deployments only, while Genetec Motoscan™ is intended for deployments on scooters and similar mobile vehicles. Genetec Patroller™ and Genetec Motoscan™ may connect to your instance of AutoVu™ but are designed to be autonomous and disconnected. Depending on your needs, you can therefore choose to store all Data locally, until offloaded into AutoVu™.

License plate Data: The Product will capture the same license plate Data as captured by AutoVu™ and described above.

Event Data: The Product will capture the same event Data as captured by AutoVu™ and described above.

Configuration settings: The Product will collect various information regarding its settings, such as whether the Product is configured for traffic or law enforcement purposes, and the version of the Genetec Patroller™ used.

IP address: Finally, the Product will share its IP address with your instance of AutoVu™, and vice-versa, to ensure that the two systems interconnect to enable you to offload your Data from Genetec Patroller™ to AutoVu™.

Synergis™

Synergis™ is our access control system and allows you to control people access and flow on your site.

Permanent users and visitor Data: To allow you to configure access rights, the Product will collect various Data about the individuals to whom you grant such access rights, whether they are permanent users (such as your employees or contractors) or visitors. This includes the first and last name of these individuals, as well as any other attributes that you choose to enter to identify a person. Depending on your choice, these custom fields may include personal Data. This Data will be stored in the Product until you decide to delete it.

Access history: The Product will collect Data regarding the access history of a permanent user or a visitor, such as the places visited, the check-in and check-out time, if an access was denied or granted and the reason for the denied access, and so forth. By default, access history Data will be kept in the Product for a period of 90 days, but you may choose a different retention period.

Device Data: To leverage the Product and associate access rights with entry points, various Data related to the devices and the physical location they control will be collected, such as the name and model of the door sensors, the name of the access control readers, the format of the access cards, the door name, the name of an area or a zone, and so forth.

Federation™

Federation™ allows you to connect multiple Security Center installation instances that you use to secure your premises into a single virtual system. Federation™ allows you to use individual instances of Security Center to view, manage and control remotely other compatible Security Center installation instances forming part of your virtual system.

Federation™ does not store any Data, but solely allows remote access and transfer of your Data between interconnected Security Center instances forming part of your security infrastructure. However, certain Data related to your federated systems will be retained in the Directory of your local Security Center system, such as the name of your connected cameras, and other non-personal Data. In the case of Synergis™, a copy of your Permanent users and visitors Data (as defined above) will also be stored in the Directory. The retention period for this Data is configured by you.

Genetec Citigraf™

Genetec Citigraf™ enables you to connect sensors and other data sources to have a centralized view of your operations. It solely allows remote access to Data from connected sources and is not designed to store any of that Data. Genetec Citigraf™ may, however, allow you to retain the geolocation and timestamps for events that you choose to track to improve event searching capabilities.

Genetec Citigraf™ is only available for deployment in Local

Environments. Genetec Mission Control™

Genetec Mission Control™ is our collaborative decision management system. Available for deployment only in Local Environments, Genetec Mission Control™ remotely accesses Data from connected sensors and security devices to guide your security team to follow your organization-specific processes when an event (such as an incident) occurs.

Genetec Mission Control™ allows remote access to Data from connected sources and is not designated to store any of that source Data.

Incident Data: To allow for efficient incident management, the Product will collect various Data related to each captured incident, including the time at which it occurred and the source of the event. This Data will be retained in the Product for a period of 90 days by default, but you may choose to define a different retention period.

Operator performance Data: You can further monitor the performance of your operators and the actions taken to resolve the incident. As such, the Product will therefore retain the time to response and the time to resolution to each incident. Plus, the Product allows you to pre-set questions to be answered by your operators and provides a section should you or your operations wish to add comments in relation to a specific incident. This Data will be retained in the Product for a period of 90 days by default, but you may choose to define a different retention period.

Sipelia™

Sipelia™ allows you to make, receive and manage session initiation protocol (SIP) based voice and video calls over a network.

Audio/Video recording and metadata: To allow you to manage your calls, either to answer them, forward them or put them on hold, the Product will capture various Data related to the calls received. This includes the audio and video recording of the call, the call start and end time, the call type, the call state, and so forth. By default, this Data will be kept for a period of 30 days, but you may choose a different retention period. The Product also allows you to solely retain video or audio content, or none, as part of your retention configuration.

Device information: The Product captures Data related to the devices connected to it, such as the name of the intercom, the intercom extension, and so forth. This Data is captured to allow you to generate reports based on your needs.

Third-Party Software and Plugins

The Product further allows you to connect to compatible third-party software, hardware and plugins in order to import Data into the Product. Therefore, depending on your configuration and these third parties' policies, your Data may be accessible to them. In this event, such access is subject to their own terms and conditions and is expressly excluded from the scope of this document.

The same applies to the various add-ons that you can procure to complement the Product, which are not covered by this document.

Data access

Your Data may be accessed only by the authorized system administrators (which may include your system integrator) and users with appropriate access privileges, as defined by you.

To the extent that you deploy the Product in a Local Environment, no Data will be made available to Genetec, except for GUS and SAM, when enabled.

To the extent that you deploy the Product in our Cloud Environment, your Data will be processed in our data centers in the manner described in this document. A limited number of our employees will have access to your Data to enable us to provide you with the service.

To that extent that Genetec provides support to you with regards to the Product, our support team will only have access to information that you submit to us as part of your support request or to which you decide to grant us access through the Product. As such, in certain cases, we may ask you to share additional

information with us to be able to respond to your request for support. Unless otherwise stated in this document, Genetec employees will not have access to your Data.

Data ownership

You will always remain the owner of your Data. You are fully responsible for the content of your Data, which includes obtaining all rights, consents, authorizations and other approvals from all relevant third parties which may be necessary for you to make available your Data to us as part of your use of the Product, and for us to process your Data in accordance with the terms of our privacy policy and this document.

This document has been last updated on December 4, 2019. The latest version of this document may be found at www.genetec.com/legal/pps-gsc. We invite you to subscribe to the legal notifications in our Email Subscription Center to, among other things, be notified of any major changes to this document.

Leonhard Korowajczuk (CEO/CTO): (703)259-4022 / leonhard@celplan.com

EXHIBIT "G"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

X I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

CELPLAN TECHNOLOGIES, INC

By: Paulo Leite Date: 10/1/2024

Paulo Leite, Chief Operations Officer

City Council **AGENDA ITEM NO. L4.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a new Enterprise License Agreement with Esri and related subscription services for a three-year term, in an amount not to exceed $271,185.15 (Interim Assistant City Manager Garcia)

MOTION:

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

I move to approve a new Enterprise License Agreement with Esri and related subscription services for a three-year term, in an amount not to exceed $271,185.15.

RECOMMENDATION:

Staff recommends that the City Council approve a new Enterprise License Agreement with Esri and related subscription services for a three-year term, in an amount not to exceed $271,185.15..

DISCUSSION:

In May 2011, the City entered into an Enterprise License Agreement (ELA) with Esri to utilize Esri's geographic information system (GIS) software and services. At that time, it represented the first ELA that Esri entered into with a city the size of Redlands. The agreement presented herein would represent the City's sixth consecutive ELA with Esri.

This type of licensing agreement has enabled the City to expand the use of Esri's GIS technology across multiple departments. Esri's ArcGIS Desktop software continues to be an integral part of many City business processes, supporting planning, engineering, utilities, public safety, and other operational activities.

In addition, the City has leveraged ArcGIS Online to extend GIS capabilities to mobile environments, allowing field crews to access and update data in real time, and enabling the public to interact with City information through web applications. Esri software is also used to develop a variety of applications that support departmental operations and improve service delivery.

The City also utilizes ArcGIS Server to publish and share geographic information with the public through interactive maps and dashboards. The City's GIS currently maintains more than 400 data layers and hundreds of interactive map applications and dashboards, all of which rely on Esri licensing. Examples include applications related to zoning, the General Plan, capital improvement projects, road closures and water shutdowns, which are made readily available to residents and businesses.

Additionally, the City maintains an Open Data Hub, which provides public access to GIS datasets and applications, further promoting transparency and community engagement. The Open Data Hub can be accessed at: https://datahub-coredlands.hub.arcgis.com/.

The proposed agreement establishes a three-year term with Esri for the City's core Geographic Information System (GIS) platform through a Small Government Enterprise Agreement (SGEA). The SGEA provides fixed and known pricing of $60,300 annually, for a total of $180,900 over the three-year term. The annual subscription details are included in Quote Q-573623.

In addition to the SGEA, the agreement includes several ancillary software subscriptions, including ArcGIS Hub, Site Scan, Drone2Map, and ArcGIS Indoors. The ancillary components are currently priced for the three-year term as follows:

- ArcGIS Hub Premium: $5,150 annually, for a total of $15,450 over three years
- ArcGIS Site Scan (2 subscriptions): $5,495.05 annually, for a total of $16,485.15 over three years
- ArcGIS Drone2Map: $1,750 annually, for a total of $5,250 over three years

These items are included in Quote Q-573623.

ArcGIS Indoors is provided under a separate quote (Q-573625) with an annual subscription fee of $17,700, for a total of $53,100 over the three-year term.

License	Year 1	Year 2	Year 3
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription	$ 60,300.00	$ 60,300.00	$ 60,300.00
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription	$ 5,150.00	$ 5,150.00	$ 5,150.00
Site Scan for ArcGIS Operator Annual Subscription	$ 4,995.50	$ 4,995.50	$ 4,995.50
Site Scan for ArcGIS Operator Annual Subscription	$ 499.55	$ 499.55	$ 499.55
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription	$ 1,750.00	$ 1,750.00	$ 1,750.00
ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription	$ 5,900.00	$ 5,900.00	$ 5,900.00
ArcGIS Indoors Maps for ArcGIS Online Annual Subscription	$ 11,800.00	$ 11,800.00	$ 11,800.00
Total	**$ 90,395.05**	**$ 90,395.05**	**$ 90,395.05**

Examples of GIS Applications Used Across City Departments

The City uses Esri GIS technology across multiple departments to support planning, infrastructure management, public safety, and community services. Examples include:

1. Development Services
The OneStop Map helps staff locate development projects and analyze surrounding conditions using layers such as parcels, addresses, zoning boundaries, fire hazard zones, streets, traffic signals, and aerial imagery. It is available through ArcGIS Pro, and the OneStop Web App and has supported initiatives such as the Pavement Accelerated Repair Implementation Strategy (PARIS) and the Street Lighting Upgrade Program.

GIS layers also support the CityWorks asset management system, which processes work orders and infrastructure maintenance requests through the One Stop Permit Center. Additionally, Esri Business Analyst supports the City's economic development efforts by identifying opportunities to attract and expand businesses.

2. Facilities & Community Services
GIS applications support the management of parks, trails, and community resources, including public maps for City Parks, Public Trails, and Homeless Resources.

3. Fire Department
The Fire Department uses GIS tools to support emergency preparedness and inspections. The Weed Abatement Program uses Survey123 for field data collection and ArcGIS Dashboards to track inspection status. Additional applications include maps for High Fire Hazard Zones, Historical Flooding, and Illegal Fireworks Reporting.

4. Police Department
GIS data maintained through Esri products supports the Police Department's Spillman Computer-Aided Dispatch (CAD) system. Additional applications include the Voluntary Camera Registry, Traffic Collision analysis, and Shopping Center analysis dashboards.

5. Municipal Utilities & Engineering
GIS is used to maintain the City's water distribution and sewer infrastructure systems, with updates occurring both in the field and through desktop GIS tools. Additional applications support programs such as Measure I transportation projects, Average Daily Traffic analysis, Moratorium Streets, and Parcel Slope analysis.

6. Open Government
The City provides public access to GIS data and applications through its Open Data Hub, which organizes datasets and web mapping applications for residents and businesses (https://datahub-coredlands.hub.arcgis.com/). The new License Agreement incorporates new applications and continuous subscriptions listed below:

- ArcGIS Indoors Spaces for ArcGIS Online & ArcGIS Indoors Maps for ArcGIS Online: provides data management tools and focused apps to enhance operations, maintenance, safety, security, and wayfinding within your facilities. Visualize people, spaces, assets, and incidents on floor-aware 2D and 3D maps, modernize asset and space management, improve situational awareness in emergencies, and transform occupant and visitor experiences.
- ArcGIS Hub Premium for ArcGIS Online: a cloud-based collaboration and engagement platform that enables organizations to work together, share data openly or securely, and turn insight into measurable impact.
- Site Scan for ArcGIS: end-to-end, cloud-based drone mapping software for drone imagery data collection, processing, and analysis.
- ArcGIS Drone2Map Advanced: a desktop application that turns drone images into valuable 2D and 3D information products.

ALTERNATIVES:

The City Council could choose not to approve the Enterprise License Agreement. This alternative is not recommended because many City operations, applications, and workflows depend on Esri GIS technology. Without the agreement, the City would be unable to maintain many of its existing GIS systems and services.

STRATEGIC PLAN: Esri tools and software support the following initiatives -

- Supports Priority A Objective 2b: Increase accessibility to businesses and essential services through improvements to mobility and parking.
- Supports Priority A Objective 3b: Expand historic surveys to include areas that were not previously surveyed and properties with historically eligible buildings built in the 1950s and 1960s.
- Supports Priority A Objective 3c: Promote the City's historic preservation programs through new user-friendly educational materials.
- Supports Priority A Objective 4a: Develop an assessment and improvement plan for City parks and open spaces that includes adherence to industry standards.
- Supports Priority B Objective 2c: Evaluate public safety workforce to determine if staffing levels are consistent with population growth. Develop a plan for workforce growth based upon results.
- Supports Priority B Objective 4b: Develop methods to reduce and prevent homelessness.
- Supports Priority D Objective 2a: Expand the non-potable water system.

- Supports Priority D Objective 3b: Engineer and construct transportation facilities to accommodate all potential users – motorists, cyclists and pedestrians.
- Supports Priority D Objective 5a: Explore City initiatives to address the effect of climate change.

SUBMITTED BY:
Danielle Garcia, Interim Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
James Garland, Interim Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Claudia Caceres, GIS Supervisor

FISCAL IMPACT

Fiscal Year: FY 2026

Amount: $90,395.05

Budgeted Y/N:

Account No.: 604900

Additional Appropriation Required: No

Discussion: Funding for the first year of the agreement is included in the current adopted budget. Funding for years two and three is incorporated in the Division's budget requests for FY 2027 & 2028 as part of the City's biennial budget process.

Attachments

SGE_License_Agreement_w_Esri.pdf
Q-573625_City_of_Redlands_ArcGIS_Indoors.pdf
MasterAgreement-full.pdf
User_Type_Matrix.pdf

Quotation # Q-573623

Date: May 1, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 381702 Contract # ENTERPRISE AGREEMENT

City of Redlands
Management Services
35 Cajon St Ste 222
Redlands, CA 92373-4746

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/1/2026 To: 7/30/2026

ATTENTION: Danielle Garcia
PHONE: (909) 798-7507
EMAIL: dgarcia@cityofredlands.org

Year 1 (2026-2027)

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
159166	1	Year 1	$5,150.00	$5,150.00
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription				
173625	1	Year 1	$4,995.50	$4,995.50
Site Scan for ArcGIS Operator Annual Subscription USA Hosted. This user type license is the foundation of Site Scan for ArcGIS. It provides drone operators the ability to create and fly drone missions using Site Scan Flight Planning, and to upload drone flight data into Site Scan Manager for processing into 2D and 3D outputs. In addition to the ability to fly a drone and upload images for processing, Site Scan Operators have the same privileges as a Site Scan Access License, including ability to download, edit, analyze, and share project data using the Site Scan Manager web interface. What's Included: Access to Site Scan for ArcGIS Flight Planning iOS App, Access to Site Scan for ArcGIS Manager Web App, Unlimited data processing and storage in private cloud, Unlimited View Only Licenses, Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday], E Learning online knowledge base.				
173632	1	Year 1	$499.55	$499.55
Site Scan for ArcGIS Access Annual Subscription USA Hosted. This user type license is for drone data users that need full access to analyze, manage, and share data from their organization's Site Scan drone projects. An Access License is required to download, edit, analyze, and process project data using Site Scan Manager, to make persistent measurements or annotations, or to access Admin functionalities such as user or fleet management, if authorized. What's Included: Access to Site Scan for				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Beth Wood	etaylor@esri.com	909-793-2853 ext 2137 x2137

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EMAIL: dgarcia@cityofredlands.org

Material	Qty	Term	Unit Price	Total
ArcGIS Manager Web App, Access to Site Scan for ArcGIS Flight Planning iOS App to plan flights only (cannot operate drone), Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday], E Learning online knowledge base.				
180147	1	Year 1	$1,750.00	$1,750.00
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription				

Year 2 (2027-2028)

Material	Qty	Term	Unit Price	Total
193206	1	Year 2	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
159166	1	Year 2	$5,150.00	$5,150.00
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription				
173625	1	Year 2	$4,995.50	$4,995.50
Site Scan for ArcGIS Operator Annual Subscription USA Hosted. This user type license is the foundation of Site Scan for ArcGIS. It provides drone operators the ability to create and fly drone missions using Site Scan Flight Planning, and to upload drone flight data into Site Scan Manager for processing into 2D and 3D outputs. In addition to the ability to fly a drone and upload images for processing, Site Scan Operators have the same privileges as a Site Scan Access License, including ability to download, edit, analyze, and share project data using the Site Scan Manager web interface. What's Included: Access to Site Scan for ArcGIS Flight Planning iOS App, Access to Site Scan for ArcGIS Manager Web App, Unlimited data processing and storage in private cloud, Unlimited View Only Licenses, Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday], E Learning online knowledge base.				

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EMAIL: dgarcia@cityofredlands.org

Material	Qty	Term	Unit Price	Total
173632	1	Year 2	$499.55	$499.55
Site Scan for ArcGIS Access Annual Subscription USA Hosted. This user type license is for drone data users that need full access to analyze, manage, and share data from their organization's Site Scan drone projects. An Access License is required to download, edit, analyze, and process project data using Site Scan Manager, to make persistent measurements or annotations, or to access Admin functionalities such as user or fleet management, if authorized. What's Included: Access to Site Scan for ArcGIS Manager Web App, Access to Site Scan for ArcGIS Flight Planning iOS App to plan flights only (cannot operate drone), Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday], E Learning online knowledge base.				
180147	1	Year 2	$1,750.00	$1,750.00
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription				

Year 3 (2028-2029)

Material	Qty	Term	Unit Price	Total
193206	1	Year 3	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
159166	1	Year 3	$5,150.00	$5,150.00
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription				
173625	1	Year 3	$4,995.50	$4,995.50
Site Scan for ArcGIS Operator Annual Subscription USA Hosted. This user type license is the foundation of Site Scan for ArcGIS. It provides drone operators the ability to create and fly drone missions using Site Scan Flight Planning, and to upload drone flight data into Site Scan Manager for processing into 2D and 3D outputs. In addition to the ability to fly a drone and				

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PHONE: (909) 798-7507
EMAIL: dgarcia@cityofredlands.org

Material	Qty	Term	Unit Price	Total
		upload images for processing, Site Scan Operators have the same privileges as a Site Scan Access License, including ability to download, edit, analyze, and share project data using the Site Scan Manager web interface. What's Included: Access to Site Scan for ArcGIS Flight Planning iOS App, Access to Site Scan for ArcGIS Manager Web App, Unlimited data processing and storage in private cloud, Unlimited View Only Licenses, Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday], E Learning online knowledge base.		
173632	1	Year 3	$499.55	$499.55
		Site Scan for ArcGIS Access Annual Subscription USA Hosted. This user type license is for drone data users that need full access to analyze, manage, and share data from their organization's Site Scan drone projects. An Access License is required to download, edit, analyze, and process project data using Site Scan Manager, to make persistent measurements or annotations, or to access Admin functionalities such as user or fleet management, if authorized. What's Included: Access to Site Scan for ArcGIS Manager Web App, Access to Site Scan for ArcGIS Flight Planning iOS App to plan flights only (cannot operate drone), Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday], E Learning online knowledge base.		
180147	1	Year 3	$1,750.00	$1,750.00
		ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription		

Subtotal:	$218,085.15
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$218,085.15

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If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___I agree to pay any applicable sales tax.

___I am tax exempt, please contact me if exempt information is not currently on file with Esri.

_____ _____
Signature of Authorized Representative **Date**

_____
Name (Please Print)

_____
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

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Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	30	ArcGIS Enterprise Contributor User Type	30
ArcGIS Online Mobile Worker User Type	150	ArcGIS Enterprise Mobile Worker User Type	150
ArcGIS Online Creator User Type	150	ArcGIS Enterprise Creator User Type	150
ArcGIS Online Professional User Type	40	ArcGIS Enterprise Professional User Type	40
ArcGIS Online Professional Plus User Type	40	ArcGIS Enterprise Professional Plus User Type	40
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	40	ArcGIS Location Sharing for ArcGIS Enterprise	40
ArcGIS Online Service Credits	100,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	30

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Redlands
(Customer)

By: _____
Authorized Signature

Printed Name: Mario Saucedo

Title: Mayor

Date: _____

ATTEST:

_____
Jeanne Donaldson, City Clerk

Environmental Systems Research Institute, Inc.

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0 —Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0 —Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0 —Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0 — Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0 — Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0 — Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0 —MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Quotation # Q-573625

Date: May 6, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 381702 Contract # ENTERPRISE AGREEMENT

City of Redlands
Management Services
35 Cajon St Ste 222
Redlands, CA 92373-4746

ATTENTION: Danielle Garcia
PHONE: (909) 798-7507
EMAIL: dgarcia@cityofredlands.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/1/2026 To: 7/30/2026

Year 1 (2026-2027)

Material	Qty		Unit Price	Total
181071	1		$11,800.00	$11,800.00
		ArcGIS Indoors Maps for ArcGIS Online Annual Subscription		
181077	1		$5,900.00	$5,900.00
		ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription		

Year 2 (2027-2028)

Material	Qty		Unit Price	Total
181071	1		$11,800.00	$11,800.00
		ArcGIS Indoors Maps for ArcGIS Online Annual Subscription		
181077	1		$5,900.00	$5,900.00
		ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription		

Year 3 (2028-2029)

Material	Qty		Unit Price	Total
181071	1		$11,800.00	$11,800.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Beth Wood	etaylor@esri.com	909-793-2853 ext 2137 x2137

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WOODB **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-573625

Date: May 6, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 381702 Contract # ENTERPRISE AGREEMENT

City of Redlands
Management Services
35 Cajon St Ste 222
Redlands, CA 92373-4746

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/1/2026 To: 7/30/2026

ATTENTION: Danielle Garcia
PHONE: (909) 798-7507
EMAIL: dgarcia@cityofredlands.org

Material	Qty		Unit Price	Total
ArcGIS Indoors Maps for ArcGIS Online Annual Subscription				
181077	1		$5,900.00	$5,900.00
ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription				

Subtotal:	$53,100.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$53,100.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Beth Wood	etaylor@esri.com	909-793-2853 ext 2137 x2137

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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ATTENTION: Danielle Garcia
PHONE: (909) 798-7507
EMAIL: dgarcia@cityofredlands.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/1/2026 To: 7/30/2026

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

_____ _____
Signature of Authorized Representative **Date**

_____
Name (Please Print)

_____
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Beth Wood	etaylor@esri.com	909-793-2853 ext 2137 x2137

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WOODB **This offer is limited to the terms and conditions incorporated and attached herein.**

Master Agreement
Products and Services

Revised August 1, 2025
IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings unless you agree to the terms and conditions of the Agreement. Your access and use of Esri Offerings, or Services, constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree, contact your local sales representative prior to making your purchase.

This Master Agreement ("**Agreement**") is between you (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

a. Provides Services as set forth in this Agreement;
b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

   "Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials*.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with Online Services, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
c. **"Commercial App Deployment License"** means a license to distribute Value-Added Applications to third parties for a fee.
d. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
e. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
f. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
g. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
h. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
i. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
j. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
k. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
l. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
m. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
n. **"Redistribution License"** means a license to reproduce and distribute Software provided that

    1. Customer reproduces and distributes the Software in its entirety;
    2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
    3. Customer reproduces all copyright and trademark attributions and notices; and
    4. Customer does not charge a fee to others for the use of the Software.

o. **"Server License"** means a license to install and use Software on any computer being used as a server. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
p. **"Sharing Tools"** means publishing capabilities included with Customer's authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
q. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.

r. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Products under one or more of the license or subscription types identified in the definitions above. The Documentation or Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use.

a. Customer may

1. Install, access, or store Software and Data on electronic storage device(s);
2. Make archival copies and routine computer backups;
3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
4. Move Software in the licensed configuration to a replacement computer;
5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.

b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
d. Esri publishes Product-Specific Terms of Use at https://www.esri.com/legal/scope-of-use.

2.4 Online Services Terms of Use.

a. **Online Services Descriptions.** Esri publishes Product-Specific Terms of Use at https://www.esri.com/legal/scope-of-use. Use of Online Services is also subject to the Cloud Services terms found in Attachment B.
b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and when applicable, Esri will issue a prorated refund.
c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. **Named Users.**

1. Named User login credentials are for designated users only and may not be shared with other individuals.

2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.

2.6 Value-Added Applications.

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.
7. Customer is responsible for ensuring that the access or use of Esri Offerings within its Value-Added Applications complies with the legal and regulatory requirements in all jurisdictions in which the Value-Added Applications are made available.

2.7 Limited-Use Programs.

a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **“Business Listing Data”** means any dataset that includes a list of businesses and may include other associated business attributes.
b. **“Esri Content Package(s)”** means a digital file containing Online Services basemap Data extracted from the Online Services.
c. **“Street Data”** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses.

a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
b. Subject to the restrictions set forth in this Agreement and provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation, Customer may:

    1. Create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and
    2. Use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties.

c. Customer may take Online Services basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer’s public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer’s business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

3.3 Use Restrictions.

a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for

    1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
    2. Synchronized multivehicle routing; or
    3. Synchronized route optimization.

e. *Business Analyst Data.* Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
f. *Partial Dataset Licenses:* If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.

g. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.
h. Customer may not use Data outside of the Software and Online Services to teach or train machine systems, models, software, databases, algorithms, and programs, including neural networks ("AI/ML Systems") that learn from experience, adjust to new inputs, and perform humanlike tasks, which allow those systems to sense, comprehend, act and learn.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri authorized distributor under the authorized distributor's own standard support policy and in accordance with the Esri Product Life Cycle Support Policy.

5.0 PROFESSIONAL SERVICES

5.1 Definition. The following definition supplement the definitions provided in Attachment A:

a. **"Professional Service Package(s)"** means a predefined unit of Professional Services, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule.

a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

5.4 Ownership of Deliverables. Esri or its licensors own and retain ownership of Deliverables.

5.5 Acceptance.

a. **For Firm Fixed Price Task Orders.** Unless otherwise agreed to in the applicable Task Order, Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:

    1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
    2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject

to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order are consulting hours only will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of Attachment B.

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices.

a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.
c. **For Time and Materials Task Orders.**

1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the

government Defense Travel website at https://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Esri may escalate hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.

2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of Esri Managed Cloud Services.

a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.

b. **“Esri Academy LMS Integration Subscription”** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer’s Learning Management System.
c. **“Esri E-Learning Content (SCORM Format) License”** means an optional term-limited license that provides Esri customers with Esri’s e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
d. **“Esri Mobile Lab”** means a service in which Esri will deliver and set up a training environment at the Customer’s site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
e. **“Esri Training Event(s)”** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
f. **“Esri Training Representative”** means Customer’s primary Esri liaison in organizing private Esri Training Events.
g. **“Student(s)”** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
h. **“Training Pass”** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
i. **“Esri Mobile Router”** means a service in which Esri will deliver and setup a mobile router at the Customer’s site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
j. **“Learning Management System”** or **“LMS”** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer’s internal employees.

7.2 Permitted and Prohibited Uses.

a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
b. Customer may reproduce copies of Training Materials for registered Students.
c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri’s Responsibilities.

Esri will

a. Provide an instructor qualified to conduct Training;
b. Provide all necessary Training Materials for Student; and
c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities.

Customer will

a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
h. If the Esri Mobile Lab or Mobile Router is used, Customer will

    1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
    2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
    3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy.

a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
b. A replacement Student must be from the same Customer organization as the Student being replaced.
c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees.

a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
c. Training Pass policies and redemption rates are described at https://www.esri.com/training/training-for-organizations/.

This section 7.6 does not apply to Training provided under the Advantage Program.

7.7 Availability and General Provision of Wireless Service.

a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

7.8 Esri E-Learning in the Customer's Learning Management System.

a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf
b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
e. **"Premium Support Services"** or **"PSS"** means a prioritized incident management and technical support program further described at https://support.esri.com/en/support/premium.
f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____
Address: _____
City, State, ZIP: _____
_____
Email: _____
Telephone: _____
Fax: _____

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and meal per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at https://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing.

a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

a. Services will end as of the expiration or termination date stated; and
b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A
GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and Esri Managed Cloud Services.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

“Malicious Code” means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

“Online Services” means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

“Ordering Document(s)” means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

“Perpetual License” means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

“Product(s)” means Software, Data, and Online Services.

“Professional Services” means any development or consulting services that Esri provides to Customer.

“Sample(s)” means sample code, sample applications, add-ons, or sample extensions of Products.

“Service(s)” means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

“Software” means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

“Specification(s)” means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri’s published course descriptions for Training.

“Subscription” means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

“Task Order(s)” means an Ordering Document for Services.

“Term License” means a license for use of an Esri Offering for a limited time period (“**Term**”).

“Third-Party Content” means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri’s website.

“Training” means (i) Product training or (ii) related training that Esri provides under this Agreement.

“Training Materials” means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

“Value-Added Application(s)” means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
c. Distribute Authorization Codes to third parties;
d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
h. Unbundle or independently use individual or component parts of Esri Offerings;
i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example

    1. Disclosed in source code form to third parties;
    2. Licensed to third parties for the purpose of making derivative works; or
    3. Redistributable to third parties at no charge; or

l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

a. Stop accessing and using the terminated or expired Esri Offerings;
b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost. Customer must use its independent judgment to determine whether (i) Esri Offerings are suitable for its Value-Added Applications and (ii) Value Added Applications are safe for use by end users and other third parties.

B.3.4 Disclaimers.

a. Internet Disclaimer. Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
b. Third-Party Websites; Third-Party Content. Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
c. Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer. As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities

at its option and such AI/ML capabilities are delivered "as is" and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom AI/ML models to meet Customer's unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer's own risk.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability.

(a) Neither Customer, Esri, nor any Esri authorized distributor or third-party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.
(b) Neither Customer, Esri nor any Esri authorized distributor or third-party licensor will be liable for any direct damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Claim"** means any claim, action, or demand by a third party.
b. **"Indemnitees"** means Customer and its directors, officers, and employees.
c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity.

a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a

5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.

c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

a. Comprehensive general liability or commercial general liability with a minimum coverage of $1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:

    1. Premises and operations;
    2. Blanket contractual liability;
    3. Broad form property damage;
    4. Independent contractors;
    5. Personal injury, with employee exclusion deleted; and
    6. Completed operations.

b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at https://trust.arcgis.com. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US

Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri publishes its privacy notices at Esri's Privacy Statement and Products and Services Privacy Supplement and will process personal data according to the terms of the Data Processing Addendum available at https://www.esri.com/en-us/privacy/privacy-gdpr.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

a. Creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm;
b. Stores or transmits any Malicious Code;
c. Violates any law or regulation;
d. Infringes or misappropriates the rights of any third party;
e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
f. Benchmarks the availability, performance, or functionality of Cloud Services.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
d. When Customer's use of Cloud Services ends, Esri will either

    1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or

2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Reserved.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Esri Offerings and Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Esri Offerings and Services. Esri's authorized distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be

English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

ATTACHMENT C
SAMPLE TASK ORDER
Esri Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. (**"Esri"**), and _____ (**"Customer"**), _____ ("Customer Address"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: [*As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]*

   In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:

3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):

4. Customer Address for the Receipt of Esri Invoices:

5. Delivery Schedule or Start/End Date(s) for Each Deliverable:

6. Special Considerations:

7. Esri Project Manager: [*insert name, telephone, and email address*]
   Esri Contract Specialist: [*insert name, telephone, and email address*]
   Customer Project Manager: [*insert name, telephone, and email address*]
   Customer Contract Contact: [*insert name, telephone, and email address*]
   Customer Accounts Payable Contact: [*insert name, telephone, and email address*]

ACCEPTED AND AGREED:

[sample only—do not sign] _____ (Customer)	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)
Signature: *[sample only—do not sign]* _____	Signature: *[sample only—do not sign]* _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

2025 User Type Matrix

Detailed description of what's included in each user type beginning in June 2025.

- ● Can view data and apps
- ●● Can view and edit data, but can't create or modify apps and items
- ●●● Can view and edit data, and create and modify apps and items
- ✔ Included

	Grow your organization by adding any of these user types			Start creating maps and apps with one of these user types		
	Viewer	Contributor	Mobile Worker	Creator	Professional	Professional Plus
WHAT'S INCLUDED						
ArcGIS Pro						
ArcGIS Pro Basic				✔		
ArcGIS Pro Standard					✔	
ArcGIS Pro Advanced						✔
ArcGIS Pro extensions						
ArcGIS 3D Analyst						✔
ArcGIS Data Reviewer						✔
ArcGIS Geostatistical Analyst						✔
ArcGIS Image Analyst						✔
ArcGIS Network Analyst						✔
ArcGIS Publisher						✔
ArcGIS Spatial Analyst						✔
ArcGIS Workflow Manager[1]						✔
Apps						
ArcGIS for AutoCAD	●	●●	●●	●●●	●●●	●●●
ArcGIS Business Analyst Web App Standard[2]				●●●	●●●	●●●
ArcGIS Dashboards	●	●●	●●	●●●	●●●	●●●
ArcGIS Data Pipelines (ArcGIS Online only)				●●●	●●●	●●●
ArcGIS Earth						
ArcGIS Earth	●	●●	●●	●●●	●●●	●●●
ArcGIS Earth mobile app	●	●	●	●	●	●
ArcGIS Excalibur (ArcGIS Enterprise; coming to ArcGIS Online H2 2025)				●●●	●●●	●●●
ArcGIS Experience Builder	●	●●	●●	●●●	●●●	●●●
ArcGIS Field Maps						
ArcGIS Field Maps	●	●	●●	●●●	●●●	●●●
Field Maps Designer				●●●	●●●	●●●
ArcGIS Flight			●●	●●	●●	●●
ArcGIS GeoBIM		●●	●●	●●●	●●●	●●●
ArcGIS Hub Basic (ArcGIS Online only)	●	●	●	●●●	●●●	●●●
ArcGIS Instant Apps	●	●●	●●	●●●	●●●	●●●

2025 User Type Matrix (continued)

Detailed description of what's included in each user type beginning in June 2025.

- ● Can view data and apps
- ●● Can view and edit data, but can't create or modify apps and items
- ●●● Can view and edit data, and create and modify apps and items
- ✔ Included

	Viewer	Contributor	Mobile Worker	Creator	Professional	Professional Plus
Apps – *Continued*						
ArcGIS Knowledge Studio[3] (ArcGIS Enterprise only)	●	●	●	●●●	●●●	●●●
ArcGIS Maps for Adobe Creative Cloud	●	●	●	●●●	●●●	●●●
ArcGIS for Microsoft 365[4]	●	●●	●●	●●●	●●●	●●●
ArcGIS Mission[5] (ArcGIS Enterprise only)						
ArcGIS Mission Manager				●●●	●●●	●●●
ArcGIS Mission Responder		●●	●●	●●●	●●●	●●●
ArcGIS Navigator			●	●	●	●
ArcGIS Notebooks				●●●	●●●	●●●
ArcGIS QuickCapture						
ArcGIS QuickCapture			●●	●●●	●●●	●●●
QuickCapture Designer				●●●	●●●	●●●
ArcGIS StoryMaps						
ArcGIS StoryMaps	●	●	●	●●●	●●●	●●●
ArcGIS StoryMaps Briefings app	●	●	●	●	●	●
ArcGIS Survey123						
ArcGIS Survey123 mobile app			●●	●●●	●●●	●●●
ArcGIS Survey123 web app	●	●●	●●	●●●	●●●	●●●
Survey123 Connect				●●●	●●●	●●●
ArcGIS Urban						●●●
ArcGIS Web Editor				●●●	●●●	●●●
ArcGIS Workforce						
ArcGIS Workforce mobile app			●●	●●	●●	●●
ArcGIS Workforce web app				●●●	●●●	●●●
ArcGIS Enterprise Sites (ArcGIS Enterprise only)	●	●	●	●●●	●●●	●●●
Map Viewer	●	●●	●●	●●●	●●●	●●●
Scene Viewer	●	●●	●●	●●●	●●●	●●●
Additional Products and Capabilities						
Advanced Editing user type extension[6]					✔	✔
ArcGIS CityEngine					✔	✔
ArcGIS Living Atlas of the World	✔	✔	✔	✔	✔	✔
ArcGIS Solutions				✔	✔	✔
Image Analysis					●●●	●●●
Image Hosting				●●●	●●●	●●●
Location Sharing user type extension			✔			

2025 User Type Matrix (continued)

Detailed description of what's included in each user type beginning in June 2025.

- ● Can view data and apps
- ●● Can view and edit data, but can't create or modify apps and items
- ●●● Can view and edit data, and create and modify apps and items
- ✔ Included

Scripting and Developer Technologies

	Viewer	Contributor	Mobile Worker	Creator	Professional	Professional Plus
ArcGIS Maps SDK for JavaScript	●	●●	●●	●●●	●●●	●●●
ArcGIS Maps SDKs for Native Apps[7]	Lite	Basic	Basic	Standard	Advanced	Advanced
ArcGIS Maps SDKs for Game Engines	●	●	●	●	●	●
ArcGIS Pro SDK for .NET				●●●	●●●	●●●
ArcPy				●●●	●●●	●●●
ArcGIS Enterprise SDK				●●●	●●●	●●●
ArcGIS API for Python	●	●●	●●	●●●	●●●	●●●

[1]The ArcGIS Workflow Manager extension for ArcGIS Pro requires the ArcGIS Workflow Manager organizational license for ArcGIS Online or ArcGIS Enterprise.

[2]ArcGIS Business Analyst Web App Standard is available in ArcGIS Online. ArcGIS Enterprise customers with at least one ArcGIS Online license for the Creator user type or above can leverage Business Analyst Web App Standard through ArcGIS Online utility services as of the ArcGIS Enterprise 12.0 release.

[3]ArcGIS Knowledge Studio is available upon purchasing the ArcGIS Knowledge license, which includes ArcGIS Knowledge Server. Knowledge Studio is available for ArcGIS Enterprise customers only.

[4]ArcGIS for Microsoft 365 includes ArcGIS for Excel, ArcGIS for Power BI, ArcGIS for SharePoint, ArcGIS for Teams, and ArcGIS Connectors for Power Automate.

[5]ArcGIS Mission Manager and ArcGIS Mission Responder are available at the designated user types above upon purchasing ArcGIS Mission, which includes ArcGIS Mission Manager. It is available for ArcGIS Enterprise customers only.

[6]The Advanced Editing user type extension provides access to ArcGIS Parcel Fabric, ArcGIS Trace Network, and ArcGIS Utility Network. Full functionality of those three capabilities is available with ArcGIS Enterprise.

[7]ArcGIS Maps SDKs for Native Apps license levels correspond with ArcGIS Maps SDKs capabilities.

Note: This matrix is specific to user types only. It does not include all products licensed by Esri. Products that have been deprecated or retired are not listed.

esri THE SCIENCE OF WHERE

Esri Internal Only

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G5867769

City Council **AGENDA ITEM NO. L5.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the procurement of three Solid Waste collection vehicles from Rush Truck Centers, in the amount of $1,443,559.68 (Facilities and Community Services Department Director Crocker)

MOTION:

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

I move to approve the purchase of three Solid Waste collection vehicles from Rush Truck Centers in the amount of $1,443,559.68.

RECOMMENDATION:

Staff recommends that the City Council approve the purchase and replacement of three Solid Waste Collection vehicles from Rush Truck Centers in an amount of $1,443,559.68.

DISCUSSION:

The City of Redlands operates a Solid Waste Enterprise that provides collection and landfill services, supported by a fleet of 43 vehicles requiring ongoing maintenance and scheduled replacement. The City's vehicle replacement policy is guided by industry standards established by the American Public Works Association (APWA) and is designed to ensure the most cost-effective, timely, and efficient replacement of fleet assets.

Several vehicles within the existing fleet have exceeded APWA-recommended service life standards and are due for replacement. In addition, ongoing global supply chain challenges affecting parts and labor have impacted heavy-duty original equipment manufacturers (OEMs) across North America. As a result, production of truck chassis has been constrained, leading to extended lead times of approximately 12 to 24 months for specialized vehicle builds. To address current and anticipated operational needs, staff recommends the purchase of three solid waste collection vehicles at this time.

The Solid Waste Division's adopted Fiscal Year 2025–26 budget includes sufficient funding for this purchase. The proposed procurement is consistent with the City's purchasing policies and will be conducted through a cooperative purchasing agreement with Sourcewell. This approach allows the City to utilize competitively solicited and awarded contracts, providing access to pricing and terms established through a national cooperative of more than 50,000 government, education, and nonprofit agencies.

Staff recommends that the City Council approve the cooperative purchase from Rush Truck Centers under Sourcewell Contract No. 032824. The proposed vehicle types and costs are as follows:

Side Loader	$ 521,381.81
Side Loader	$ 521,381.81
Roll Off	$ 400,796.06
TOTAL	**$ 1,443,559.68**

Replacing these aging vehicles with newer models not only reduces maintenance costs but also enhances the safety of staff operating the City's Solid Waste Collection vehicles, which will greatly improve the efficiency and reliability of waste collection services.

ALTERNATIVES:

City Council may elect not to approve the purchase; however, this would adversely affect the Solid Waste Division operations.

STRATEGIC PLAN:

Supports Priority D- Sustainability.

SUBMITTED BY:
Tabitha Crocker, Facilities & Community Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
James Garland, Interim Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Marion Cronin, Administrative Analyst

FISCAL IMPACT

Fiscal Year: FY 2025-26

Revenue Generating: No

Amount: $1,443,559.68

Budgeted Y/N: Yes

Account No.: 511910-8704-511005

Additional Appropriation Required: No

Discussion:

Sufficient funding for this purchase is included in the Solid Waste's Division's FY 2025-26 project budget as previously approved by City Council.

Attachments

RUSH_SW_QUOTE_-_Redlands_520_-_ASL_-_4-16-26.pdf
RUSH_SW_QUOTE_-_Redlands_520_-_Rolloff_-_4-20-26.pdf
Sourcewell-Rush_Trucks_Contract_032824.pdf

SW0416260147

Date:	April 16, 2026
To:	**City of Redlands**
Address:	1270 W. Park Ave. # l Redlands, CA 92373
Member ID# :	**18877**
Name:	Louie Miranda
Email:	Louie.Miranda@CityofRedlands.org
Phone:	(909) 798-7663
Quote Expire:	June 30, 2026
Sourcewell:	**Contract # 032824-PMC**

Rush Truck Centers
8830 E. Slauson Ave. Pico Rivera, CA 90660
Contact: Ray Gamez Phone: (949) 355-4382
Email: GamezR@RushEnterprises.com

Sourcewell Quote Sheet

DESCRIPTION

2025 Peterbilt 520

Cummins CNG Engine with Allison Transmission

YEAR:	2025	TRANS.:	Allison 4500 RDS-P
MAKE:	Peterbilt	R. AXLE:	44K
MODEL:	520	F. AXLE:	20K
Body Type:	Automated Side Loader	PINTLE HITCH:	None
GVWR:	64,000 lbs	PUSHER AXLE:	None
ENGINE:	Cummins L9N (CNG)	Wheels:	Aluminum
H/P:	320 hp @ 1000 ft/lbs torque	FUEL TANKS:	75 DGE - Roof Mounted

Model 520 Cab & Chassis		
List Price : (**Per Specifications of DWP)**		$299,149.00
Model Sourcewell Discount: (**See Pg. 2**)	28.00%	-$83,761.72
Customer Price		$215,387.28
Stock '24 Dealer Discount		-$9,099.00
Sourced Goods		
Body: Newway ASL		$204,484.00
Floor plan production per diem		$15,675.83
Chassis Engineering Frame Layout		$1,500.00
Required: Prognostic Connection		$100.00
Required: SmartLinQ 5yr		$799.00
Fuel System: 75 DGE		$36,001.22
Post Body Install Inspection		$1,800.00
Delivery Wash		$150.00
Transport: Yuma - Ray Gaskin		$3,500.00
Taxable Fees (Document Fee, Admin Fee)		$330.00
Total		$264,340.05
Model 520 Cab & Chassis		$215,387.28
Stock '24 Dealer Discount		-$9,099.00
Sourced goods		$264,340.05
Total		$470,628.33
Sales Tax (8.75%)		$41,179.98
Admin Process - (License/Title/Reg Exempt/Doc Prep/Filing) - Non-Taxable		$37.00
Warranties: Cummins, Allison, Eaton Rear Axl 5 yrs / Prv Mnt & Tow 3yrs		$9,519.00
Tire Recycling Fee - Non-Taxable		$17.50
Total Price		**$521,381.81**

* 12% Ferderal ExciseTaxes Apply to State/Local Govt who are NOT Exempt *

DEALER BULLETIN



SUBJECT: Sourcewell Customer Pricing CY2026-2028

DB # 26-07
DATE: 3-9-26

Peterbilt is excited to announce the Sourcewell Customer Pricing program for 2026-2028. Sourcewell holds national contracts that offer an easy, time-saving procurement process for all levels of government and education. The discount by model represents the "% Off List" price the customer will pay when ordering units on the Sourcewell program.

Sourcewell Customer Pricing CY-2026-2028
Peterbilt Motors Company Contract #032824-PMC

Model	Avg List Price	"CY2026-2028 Sourcewell Discount"	Estimated Sourcewell Customer Price
220*	$ 119,935	5%	$ 113,938
535	$ 122,843	15%	$ 104,417
536	$ 146,150	15%	$ 124,228
537	$ 155,048	15%	$ 131,791
548	$ 191,209	17%	$ 158,703
567	$ 311,611	34%	$ 205,663
579	$ 294,766	30%	$ 206,336
589	$ 323,492	30%	$ 226,444
520	$ 313,513	28%	$ 225,729

**(Model 220 – while supplies last!!!)*

Dealer Guidelines:

- Spec cab and chassis to customer requirements using current Price Level.
- In SmartSpec's Special Codes, select Option Code **9409843 PETERBILT SOURCEWELL PROGRAM** to identify the order as a Sourcewell sale.
- Sourcewell discount price to the customer comes off **Total LIST PRICE** of cab and chassis only
- All orders must be submitted at current price level and Marketing Program at the time of order, **NO CARS allowed.**
- **Included in the Customer Sourcewell price**: cab & chassis, factory-freight, Pre-Delivery-Inspection (PDI), marketing fee, SmartLINQ and dealer profit.



- **Sourcewell customers may be responsible for certain additional costs when applicable including flooring/interest, required taxes (FET or tariffs), surcharges from emissions regulations or supplier increases, etc.**
- **Sourced Goods Referenced on the Quote Sheet include**: any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, local delivery, DEF fluid, decals, extended warranties, vehicle layout, etc.)
- Dealer quote to the customer must list the final chassis price separately from other costs, including body price and installation if applicable (see the quote/invoice template on PACCAR.net).
- Bodies can be marked up to 10%, with a maximum cap of $7,000.
- Customer Sourcewell Pricing must not exceed (X% off List Price).
- Dealer may provide additional discount to the Sourcewell Customer from Dealer profit.
- Dealers must submit a complete sales report to **PB.Loyalty@PACCAR.com** when prompted.
- Latest Sourcewell discount % available on PACCAR.net or Sourcewell Website: https://www.sourcewell-mn.gov/cooperative-purchasing/032824-PMC
- Customer Quote Sheet available on PACCAR.net.
- Sales Report Template available on PACCAR.net.
- Sourcewell Training available on PACCAR.net.

Other Requirements:

- **Canadian Peterbilt Dealers** have the option for orders to invoice in Canadian dollar or U.S. dollar.
- If a chassis is invoiced in U.S. dollars, Canadian Peterbilt Dealers can lock in the exchange rate and invoice in Canadian dollars before the build date (usually two weeks prior). Note: Once a locked rate is submitted, it cannot be changed.
- This program may **NOT** be combined with other customer rebate or promotional programs. Dealers can provide an additional discount from the dealer profit.
- **Dealer Stock units** are handled case-by-case, please reach out to your DSM.

Contact your Regional Sales Office with any questions.

Erik Johnson
Assistant General Manager – Sales & Marketing

FEDERAL EXCISE TAX
Exemption Certificate
for Use by States & Local Governments
Treas. Reg. 48.4221-5

I hereby certify that I am _____ (title of officer) of the _____ (state or local government) ("Purchaser"), that I am authorized to execute this certificate on behalf of Purchaser, and that:

(check applicable type of certificate)

A. _____ the article/articles specified in the accompanying order or below:

Article/Articles (by VIN):

_____ _____

_____ _____

(if more room is needed, attach list of additional articles to this certificate)

OR

B. X all orders placed by Purchaser for the period commencing January 1, 2026 (date) and ending December 31, 2026 (date) (period not to exceed 12 calendar quarters)

are, or will be, purchased from Rush Truck Centers of California, Inc. ("**Dealer"**) for the exclusive use of Purchaser.

Purchaser understands that this statement is made under penalties of perjury.

Purchaser understands that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. Purchaser understands that the fraudulent use of this certificate for the purpose of securing this exemption will subject Purchaser and all parties making such fraudulent use of this certificate to a fine of not more than $10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

PURCHASER

By: _____

Name: _____

Title: _____

Notice Regarding Security Interest and Payment of Purchase Price

1. BMO Harris Bank N.A. ("Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.

2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

3. Notwithstanding the foregoing, on full payment for a Vehicle, Rush shall ensure that the Vehicle is free and clear of any liens, mortgages, security interests or other encumbrances of third parties, including BMO, and shall pay all amounts necessary to discharge any such encumbrance.

Rush Truck Centers of California, Inc.
dba Rush Truck Center, Los Angeles

Principals

The Principals of Rush Truck Centers of California, Inc. dba Rush Truck Center, Los Angeles are:

Name	Title	Address
W.M. “Rusty” Rush	Sole Director, President and CEO	555 IH35 South New Braunfels, TX 78130
Michael Goldstone	VP and Treasurer	“
Steven L. Keller	Assistant Secretary	“
Michael S. Lyons	Assistant Secretary	“
Hal Meriwether	Secretary, Regional General Manager	14490 Slover Ave. Fontana, CA 92337
Daniel Perez	General Manager	8830 East Slauson Ave. Pico Rivera, CA 90660

Rush Pblt Truck Centers (S991)
14490 Slover Avenue
Fontana, California 92337

City Of Redlands
1270 W Park Avenue
Redlands, California 92373
United States of America

Ray Gamez
Cell Phone: 949-355-4382
Office Phone:
Email: gamezr@rushenterprises.com

LOUIE MIRANDA

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description 1:	2025 ASL 3AX CNG
Description 2:	Clone of Chassis 697330 Model 520

Application

Intended Serv.:	Refuse/Landfill
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Automated Side Loader / Push-Out
Length (ft):	21
Height (ft):	13.5
Max Laden Weight (lbs):	17000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	44000
G.V.W.R. (lbs):	64000
G.C.W. (lbs):	64000

Road Conditions:	
Class A (Highway)	90
Class B (Hwy/Mtn)	10
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6

Wheelbase (in):	210
Overhang (in):	60
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	209.9
Cab to EOF (in):	269.9
Overall Comb. Length (in):	327.3

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Base Model				
0005201	S	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	232,861	**16,475**
0091180	S	**Refuse, Scrap, Recycling**	0	**0**
0093040	O	**Refuse/Landfill** Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0	**0**
0095220	O	**Automated Side Loader / Push-Out**	0	**0**
0098010	O	**California Registry** California RegistryRequired for all vehicles that will be registered in the State of California.	0	**0**
Configuration				
0200670	O	**Agility Natural Gas Fuel System** Assembler - Fontana, CA	0	**0**
Frame & Equipment				
0514160	O	**10-3/4" Steel Rails 306-342"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	430	**160**
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	0	**0**
0651090	S	**Omit Rear Mudflaps and Hangers**	0	**0**
Front Axle & Equipment				
1011360	O	**Dana Spicer D2000F 20,000 lb, 3.5 in. Drop** Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	491	**-26**
1114030	S	**Taper Leaf Springs, Shocks 20,000 lb**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Standard with Heavy Resistance Shocks.		
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	**0**
1354840	O	**PHP10 Iron PreSet PLUS Hubs** PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	214	**84**
1380230	O	**Dana Spicer 5" Drop IPO 3.5", Front Axle** 5" drop (127 MM) provides lower chassis suspension and profile. Offers maximum maneuverability and the light weight solution. Available for a variety of brakes.	0	**0**
1380240	O	**Dana Spicer Wide Track IPO Standard** Dana Spicer wide track front axles offer added stability and deliver greater turn angles. 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles.	65	**15**
1380280	O	**Bendix Air Cam Front Drum Brakes 16.5x7** For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	1,379	**0**
1391410	O	**Gusseted Cam Brackets, Steer Axle**	28	**0**
1392970	O	**Heavy Duty Cam Bushings, Steer Axle**	46	**0**
Rear Axle & Equipment				
1523330	O	**Dana Spicer DSH44 44,000 lb, High Performance 44** Interaxle diff lock air rocker occupies space of one gauge. 12.5 mm housing, 15.75 ring gear. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-390	**-311**
1616290	O	**PHP10 Aluminum PreSet PLUS Hubs**	-448	**0**
1680280	O	**Bendix Smart ATC Traction Control**	279	**2**
1680440	O	**Refuse Service Brakes, Steer And Drive Axles** Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0	**0**
1680450	O	**Rear Brake Camshaft Reinforcement** Rear brake camshaft reinforcement helps guard against wear and corrosion.	77	**9**
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	71	**2**
1680500	S	**SBM Valve**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.		
1680525	O	**Pneumatic Park Brake**	0	**0**
1680550	O	**Upsize Parking Brakes**	236	**0**
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	532	**35**
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	**0**
1687020	O	**Bendix Air Cam Rear Drum Brakes 16.5x8.6** Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	688	**0**
1705570	O	**Ratio 5.57 Rear Axle**	0	**0**
1824410	O	**Hendrickson HMX EX 460 46,000 LBS., 54"** Haulmaax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	1,518	**-84**
1911010	S	**Steel Suspension Insert Up To 77" Overhang**	0	**-239**
1921365	O	**15.5" Saddle Height HMX EX 400/460** IPO Std 18.5"	416	**0**
Engine & Equipment				
2056321	O	**L9N 320@2000 GOV@2200 1000@1300 HHDD** (2024 Emissions) N21430 N201 0.....Reserve Speed Limit Offset (N21410 N202 0.....Maximum Cycle Distance (N202 N21400 N203 252...Reserve Speed Function Reset N21320 N205 100...Standard Maximum Speed Limit N21420 N206 0.....Maximum Active Distance (N20 N21470 P062 NO....Cruise Control Auto Resume (N21480 P068 NO....Auto Engine Brake in Cruise N21450 P026 NO....Gear Down Protection (P026) N21440 P015 NO....Engine Protection Shutdown (N21340 P112 93....Hard Maximum Speed Limit (P1 N21350 P001 64....Maximum Accelerator Pedal Ve	24,403	**-70**

Sales Code	Std/ Opt	Description	$ List	Weight
		N21370 P059 64....Maximum Cruise Speed (P059) N21590 P230 YES...Enable Hot Ambient Automatic N21530 P233 YES...Enable Impending Shutdown Wa N21540 P234 60....Timer For Impending Shutdown N21460 P046 1400..Max PTO Speed (P046) N21520 P030 5.....Timer Setting (P030) N21570 P031 NO....Idle Shutdown Manual Overrul N21610 P172 40....Low Ambient Temperature Thre N21630 P171 80....High Ambient Temperature Thr N21550 P516 100...Engine Load Threshold (P516) N21510 P520 YES...Enable Idle Shutdown Park Br N21620 P173 60....Intermediate Ambient Tempera N21330 N207 0.....Expiration Distance (N207) N21500 N209 0.....Expiration Distance (N209)		
2091120	S	**EMUX Electronics Architecture**	0	**0**
2091305	O	**Engine Idle Shutdown Timer Enabled**	0	**0**
2091315	O	**Enable EIST Ambient Temp Overrule**	0	**0**
2091372		**Eff EIST NA Expiration Miles**	0	**0**
2091640		**Effective VSL Setting NA**	0	**0**
2092012	O	**Typical Operating Speed 55 MPH**	0	**0**
2092031	S	**Powertrain Optimized for Fuel Economy** Best analysis for vehicles which operate at or near cruise speed 90 plus percent of time.	0	**0**
2140220	O	**CARB and EPA Engine Idling Not Required**	0	**0**
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	106	**0**
2140660	O	**CARB Emission Compliant Engine**	0	**0**
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0	**0**
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	**0**
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	**0**
2538030	O	**2 PACCAR Premium 12V Starting Batteries 2000 CCA**	-170	**-62**

Sales Code	Std/ Opt	Description	$ List	Weight
		Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.		
2539740	O	**Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box	164	**3**
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0	**0**
2723210	S	**18.7 CFM Air Compressor** PX-7, PX-9, L9N, and B6.7N Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	**0**
2921170	O	**Spin-On Fuel/Water Separator for Natural Gas** Engines	0	**0**
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	**0**
2921310	S	**No Electric Heat Option for Fuel Filter**	0	**0**
3010400	O	**Engine Protection Shutdown w/ Label** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	10	**0**
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1242 sq in, 579 1325 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1440 sq in, 589 1604 sq in.	0	**0**
3120320	O	**Bugscreen**	148	**5**
3120450	S	**Stainless Steel Grille**	0	**0**
3120710	O	**Lower Front Coolant Pipe And Coolant Extracting** Port	38	**0**
3120730	O	**CNG Vaporizer Coolant Loop**	108	**2**
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	**0**
3365450	O	**Exhaust Single LH Vertical** Natural Gas Engines Only	7,845	**-1,352**
3381770	O	**Curved Tip Standpipe(s)**	43	**1**
3387650	O	**36" Single Standpipe** L9N Engine Only	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
Transmission & Equipment				
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	22,238	**390**
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	-529	**15**
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	-122	**-5**
4250490	U	**Allison RDS, Pkg 170**	0	**0**
4252170	S	**Auto Neutral Activates With Parking Brake** Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	20	**0**
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	-131	**0**
4253060	O	**Remote Mount Allison Transmission Vent**	121	**2**
4256020	S	**Console Mounted Push Button Shifter**	0	**0**
4256350	O	**Auto Neutral AK, Allison HD/RDS** Single steer left-hand or right-hand, add code 4540940 if plumbed to flip valve to actuate service brakes is desired	298	**0**
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0	**0**
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	**0**
4256990	O	**Rolling Direction Change Shift Inhibit Feature** Allison transmissions. A programmable feature that keeps the transmission from shifting from Drive to Reverse or from Reverse to Drive above a preset speed. This wireless function is enabled when a switch is closed to complete the circuit between input wire 101 and ground. Frequently the function is interfaced with a switch indicating activation of another vehicle function, such as application of the service brakes. When the function is enabled, the TCM will recognize the request for a direction change shift, Reverse-to-Drive or Drive-to-Reverse. If all other operating conditions are acceptable, the TCM will command the requested shift. The enable remains in effect until the switch is opened, followed by the selection of a different direction, Reverse or Drive, at the shift selector. This could be used for doc spotters and refuse. If the function is not enabled, any shift which results in a change of direction is inhibited.	0	**0**
Air & Trailer Equipment				

Sales Code	Std/ Opt	Description	$ List	Weight
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0	**0**
4520180	O	**Air Tank Valve Guards**	96	**0**
4540220	O	**Wire Braid Brake Hose, Rear**	406	**15**
4540420	S	**Nylon Chassis Hose**	0	**0**
4541600	O	**Wire Braid Brake Hose, Front**	25	**4**
4542320	O	**Central Location For Air Tank Drain Valves** Wire braid hose to air tanks. (Not available with optional drain valves.)	406	**4**
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	**0**
4612000	O	**Route AE Lines To Allow Welding Of Sub Frame** To top of frame 8" forward of back-of-cab to end-of-frame	670	**0**
4615250	O	**Fitting For F/O Air Port** The furnished by owner fitting air port is mounted outboard of the driver's seat. This allows operators access to pressurize truck air, to maintain clean air in the cab.	52	**0**
Tires & Wheels				
5032320	O	**FF: GY 20ply 315/80R22.5 G289 WHA** Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	537	**-24**
5132320	O	**RR: GY 20ply 315/80R22.5 G289 WHA** Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	5,180	**248**
5190008	S	**Code-rear Tire Qty 08**	0	**0**
5220520	O	**FF: Alcoa 89U637 22.5 X 9.00 High Polish** Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	547	**-110**
5320530	O	**RR: Alcoa 89U647 22.5X9.00 High Polish** Aluminum. Ultra ONE wheels with MagnaForce alloy.	3,036	**-216**
5390008	S	**Code-rear Rim Qty 08**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
5400030	U	**No Tire Chains Due To Tire/Susp Clear**	0	**0**
5407640	O	**FF: Mirror Polish Wheels, Outer Surface** Single/tandem steer. Mirror Polish outer surface of outer wheel. Without chrome wheel nuts.	159	**0**
5407660	O	**RR: Mirror Polish Wheels, Outer Surface, Tandem** Drive Mirror polish outer surface of outer wheels (4). Without chrome wheel nuts.	892	**0**
5409300	O	**Wheel Guards, Tandem Axle** Between brake drum and wheel. Wheel guards provide a protective barrier to maintain the integrity between the brake drums and wheels to ensure the maximum life for your polished wheels.	33	**0**
5409320	O	**Wheel Guards, Tandem Axle Between Wheels** Between wheels. Wheel guards provide a protective barrier to maintain the integrity between the brake drums and wheels to ensure the maximum life for your polished wheels.	33	**0**
5410140	O	**FF: Dura-Bright Finish** Outer Surface of Outer Wheel, requires Polished Option	249	**0**
5410160	O	**RR: Dura-Bright Finish-Tandem Axle** Outer Surface of Outer Wheel, requires Polished Option	497	**0**
Fuel Tanks				
5532010	O	**No Fuel Tank/Fuel System Provided, CNG Only**	-444	**0**
5604000	O	**Location LH BOC 000 Gal**	0	**0**
5653070	O	**CNG / LNG Frame Rail Mounted Tank Only**	0	**0**
5653180	O	**CNG Fuel System** Compressed Natural Gas Fuel System.	0	**0**
Battery Box & Bumper				
6011070	O	**Aluminum Battery Box LH Frame Mtd Back-of- Fender** Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame.	1,059	**1**
6030150	O	**Rubber Battery Pad In Bottom of (1) Battery Box** Mat in box that holds batteries only	25	**4**
6121710	O	**Steel Bumper Channel Chromed** Includes two front tow eyes with pins	668	**0**
6132900	O	**Screen Over Air Intake Opening In Bumper**	130	**2**
Cab & Equipment				
6501090	O	**53" LCF ProBilt Cab RH Drive** Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows,	1,357	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.		
6540020	O	**Key All Units Alike** Please add your 3 digit key code number in the key code field.	288	**0**
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0	**0**
6541250		**KEY G250**	0	**0**
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0	**0**
6914160	O	**Sears C2 Plus Premium Driver Seat** Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	421	**0**
6924160	O	**Sears C2 Plus Premium Passenger Seat** Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	471	**0**
6931120	O	**Seat Belt Color Orange IPO Standard Black**	10	**0**
6934070	O	**Driver Headrest For C2+ Seat Only** Includes headrest only.	117	**3**
6934080	O	**Passenger Headrest For C2+ Seat Only** Includes headrest only.	117	**3**
6939400	O	**Air Ride Driver**	411	**43**
6939430	O	**Mid Back Driver**	79	**0**
6939460	O	**Fabric Driver**	53	**0**
6939500	O	**Air Ride Passenger**	386	**43**
6939530	O	**Mid Back Passenger**	76	**0**
6939560	O	**Fabric Passenger**	53	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0	**0**
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	**0**
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	**0**
7040060	O	**Diamond Plate Floor Covering LH/RH ipo Floormat** In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	178	**13**
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0	**0**
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	0	**0**
7230350	S	**2-Piece Flat Windshield**	0	**0**
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	**0**
7330920	O	**(2) Defroster Fan On Rear Header**	248	**60**
7410040	O	**Outside Sunvisor - Stainless Steel** Not available with 2.1M high roof sleeper.	408	**4**
7560100	O	**Mirrors SSTL Each Side Heated and Motorized** with Switch on Door.	-28	**-7**
7561450	O	**(4) Convex 8 Inch SSTL Mirrors; (2) Center** These optional convex mirrors provide enhanced rearward visibility by allowing the driver to see the operation of front-end loader arms or other obstacles that may interfere with operation in refuse services. The mirrors have an off-center mounting that maximizes adjustability for field of view. Dual door stops are included with these mirrors for added protection to the mirrors during cab entry and exit. Includes 4 convexed 8" stainless steel mirrors and 2 center mounted under (heated) and 2 center mounted over mirror bracket (non-heated). Includes dual door stops.	134	**4**
7610020	S	**(1) Air Horn 15" Painted** Mounted under cab.	0	**0**
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	509	**10**
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	139	**6**
7728020	O	**Bluetooth Located On Driver Side**	0	**0**
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	66	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
7728050	O	**USB Port**	66	**0**
7788335	S	**Global Telematics Hardware**	0	**0**
7850770	O	**Pre-Wire Cab 3rd Eye Vision System**	1,122	**0**
7850780	O	**Pre-wire Chassis for 3rd Eye Vision System**	1,830	**0**
7851330	O	**Cab Tilt Pump Air Assist**	509	**0**
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	84	**8**
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	**0**
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	37	**13**
7900401	O	**Cruise Control Inactive With Wipers On**	0	**0**
7900402	O	**Cruise Inactive At Wiper Speeds 1-6** Only available with 7900401	0	**0**
7901140	O	**Backup Alarm (87-112 DB)** Variable adjusting	129	**6**
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0	**0**
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0	**0**
8031120	O	**Warning Light Battery Disconnect, Switch Engaged** Marker light external mounted	14	**0**
8070010	O	**Up To (4) Additional Electric Switches** Up to (4) additional electric switches without wiring. Switch will short pin5 to pin 4 when off, and pin 5 to 6 when on. Backlighting provided by Lin jumper.	41	**1**
8070260	O	**Switch To Deactivate ATC Traction Control** Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state.	0	**0**
8070880	O	**Main Instrument Panel (Nat Gas)** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	83	**0**
8110090	S	**Headlights Single Rectangular Halogen**	0	**0**
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	**0**
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
8133960	O	**Daytime Running Lights** The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0	**0**
8134160	O	**Self-Canceling Turn Signal**	0	**2**
Paint				
8500710	S	**Standard Paint Color Selection**	-200	**0**
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0	**0**
Shipping Destination				
Options Not Subject To Discount				
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	**0**
9402419	U	**3 Year Towing**	900	**0**
9407147	O	**Fuel Price Index Factor $342 NET**	342	**0**
9408626	O	**SmartLINQ RD - 5YR Sub** Cummins Engines	799	**0**
9408703	O	**Base Warr: Emissions 5YR/100K MI**	0	**0**
Miscellaneous				
9409055	O	**State Of Registry: California**	0	**0**
9409641	O	**Model Year 2026 Engine**	0	**0**
9409749	O	**2024 Series Emissions Engine**	0	**0**
9409787	U	**Class 8 Fleet Tracking**	0	**0**
9485074	O	**Basic Vehicle (CARB) 3/100** 3 yrs / 100,000 mi / 160,000 km	1,486	**0**
Promotions				

Sales Code	Std/ Opt	Description	$ List	Weight

Special Requirements

Special Requirement 1 0098010
Special Requirement 2
Special Requirement 3
Special Requirement 4

Fuel Efficiency Score:

Order Comments

Total Weight (lbs)

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Shipping Destinations

Intermediate Destination: NONE

Final Destinations	Quantity

CLASS 8

Warranty
Quick Reference Guide

This is a Quick Reference Guide "ONLY"

It is an itemized general listing of the components and/or items used in the assembly of a Peterbilt Vehicle and their respective level of warranty coverage. This list is NOT to be construed as all-inclusive.
Refer to the complete text of the Peterbilt Warranty Agreement Cat. No.5201, 5278, 5018 for specific details on the terms, conditions and limitations of said agreement.

BASIC VEHICLE WARRANTY — 12 Months / 100,000 Miles / 160,000 Kilometers whichever comes first

- Air Cleaner System (Excludes Filter Element)
- Air Conditioner System
  - Accumulator
  - Actuators, HVAC
  - Blend, Mode, Fresh Air Doors
  - Blower Motor & Wheel
  - Coil, Heater
  - Compressor, Freon
  - Condenser
  - Control, HVAC
  - Drain Valve & Hose
  - Expansion Valve
  - Evaporator
  - Freeze Control Switch
  - Hardlines, Refrigerant
  - Heater Hoses & Clamps
  - Low/High Pressure Switches
  - O-rings
  - Receiver -Dryer
  - Resistor
- Airshield
- Air System
- Air Compressor (Bendix)
- Air Dryer & Purge Valve
- Air Governor
- Air Tank & Drain Valve
- Alternator
- Antenna
- Auxiliary Heater Assembly (Espar)
- Auxiliary Transmissions
- Battery (PACCAR)
- Battery/Tool Box Assembly
- Battery Hold Downs
- Brake - Disc
  - Chamber
  - Camshaft
  - Spider
  - Drum (Excludes Scored or Heat Checked)
- Bumper (Includes Aerodynamic Type)
- Cab
  - Heater and Duct
  - Side Extender
  - Skirt
  - Water Leak
  - Tilt Mechanism (Includes Pump)
- Charge Air Cooler
- Charge Air Cooler Hoses & Clamps
- Circuit Breakers
- Clamps, Turbocharger Air Inlet
- Clock (Analog / Digital)
- Clutch, Clutch Linkage
- Collision Avoidance System
- Control Cable
- Cooling Module
- Cruise Control Component
- Deck Plate Lamp
- DEF Heater Control Relay
- DEF Heater Coolant Control Valve
- DEF Heated Lines
- DEF Heating Elements
- DEF Heating Fittings on Supply Module
- DEF Lamp
- DEF Tank
- Door Latch, Lock and Hinge
- Door Pad and Soft Trim
- Driveline, U-Joint and Center Bearing
- Driveline Midship Plate
- Electrical Power Distribution Box
- Electrical Printed Circuit & Harness (Excludes Fuse)
- Engine Related Components
  - Engine Brake (PACBrake)
  - Dipstick and Tube
  - Fan, Fan Clutch and Sending Unit
  - Fan Shroud
  - Heater
  - Manufactured Messaging Products
  - Mount
  - Shutdown System
- Exhaust Stanchion
- Exhaust piping, clamps, gaskets
- Fairing
- Fuel
  - Tank
  - Tank Strap, Cap and Vent
  - Fuel Water Separator and/or Heater
  - Gauge and Sending Unit
- Heat Shield
- Hood Assist Spring and Hook
- Horn - Air or Electric
- Hose and Fitting (Excludes Rubbed or Loose)
- Hub Assembly (Excludes Bearing & Races)
- Hub Caps
- Hubometer
- Ignition Timer
- Instruments
- Lift/Tag/Pusher Axle
- Lift/Tag/Pusher Suspension
- Light Fixture (Excludes Bulb)
- Mirror
- Mud Flap Bracket (Excludes Mud Flap)
- Muffler
- Muffler Clamps
- Muffler Standpipe
- Navigation System (Smart Nav)
- Plating (Includes Chrome)
- Power Steering Pump
- Power Steering Reservoir
- Quarter Fender
- Radiator (Includes Header Gasket)
- Radiator Cap
- Radiator Mounting Brackets
- Radiator Mounting Bushings
- Radiator Tie Rods
- Radio/CB (Unlimited Mileage)
- Relay
- Seat Assembly
- Seat Belt
- Seat Structure
- Shift Control
- Shock Absorber
- Slack Adjuster
- Sleeper Boot
- Sleeper Extender
- Speaker
- Starter
- Steering
  - Shaft and U-Joint
  - Drag Link
  - Gear Mounting Bracket
  - Pitman Arm
- Steering Wheel and Column
- Step
- Supplemental Restraint System (Rollover Airbag)
- Suspension
  - Axle
  - Beams
  - Dowel Pin
  - Height Control Valve
- Suspension - Continued
  - Height Control Valve Bracket
  - Height Control Valve Linkage
  - Shock Bracket & Stud
  - Spring, Air
  - Spring Bracket
  - Spring, Leaf
  - Spring Pin
  - Spring Saddles
  - Spring Shackle & Pins
  - Torque Rods
  - Tracking Rods & Brackets
  - U-Bolts & U-Bolt Saddles
- Cab
  - Height Control Valve
  - Height Control Valve Bracket
  - Height Control Valve Linkage
  - Spring, Air
- Sleeper
  - Height Control Valve
  - Height Control Valve Bracket
  - Height Control Valve Linkage
  - Spring, Air
  - Suspension Bushings
- Switches
- Throttle Linkage and Cable
- Transfer Case
- Transmission Shift Control & Oil Cooler
- Turbocharger Piping, Clamps & Gaskets to Inlet of SCR
- Upholstery (Excludes Wear)
- Valve, All
- Vent - Fresh Air
- Visor (Outside and Inside)
- Weather Stripping
- Wheel Bearing (Wear Not Covered)
- Window Defroster Fan
- Window Lift (Includes Power Lift)
- Window Regulator
- Windshield Washer
- Wiper Arm (Excludes Wiper Blade)
- Wiper Motor and Control Valve
- Wiring and Connectors (Excludes Visible Rubbed or Loose)

PAINT

- Cab, Hood, Sleeper Paint	12 Months 100,000 Miles / 160,000 Kilometers
- Frame Paint - Black Only	12 Months 100,000 Miles / 160,000 Kilometers
- Frame Paint - All colors other than black	6 Months 50,000 Miles / 80,000 Kilometers
- Frame Paint - Logger, Mixer, Dump, Refuse, Oil Field & Construction applications	3 Months 25,000 Miles / 40,000 Kilometers

MAJOR COMPONENTS

36 Months or 300,000 Miles/480,000 Kilometers whichever shall occur first. 100% Parts and Labor

Axle - Eaton, Meritor and Dana Spicer Axles, Non-Driving and Driving, Single Speed, On-Highway with a Capacity of 46,000 Lbs. or Less (Includes Axle Input and Output Seals)(Excludes Axle Shaft Flange Gaskets, Brake Drums, Brake Shoes, Filters, Hub Assemblies, Hub Caps and Gaskets, Wheel Bearings and Wheel Seals)

Brakes – Bendix and Meritor (except air Disc Brakes)
Applies to Brackets, Cam Shafts, Slack Adjusters and Spiders

Cab, Hood, Hood Half-Fenders, and Sleeper Structure
Cab Fasteners (Excludes Add-On Aerodynamic Devices)

Sheppard and TRW Steering Gears

Manual Transmissions (Excludes Oil Coolers and Shift Controls)

Eaton Auto Shift Transmission

PACCAR 40k Tandem Axle

Line Haul (ave. 60,000 mi / 96,000 km annually)	60 mo. / 750,000 mi /1,200,000 km
Regional Haul & Pick-up & Delivery	24 mo. / Unlimited miles / kilometers

FRAME RAILS, GUSSETS, CROSSMEMBERS AND CAB / HOOD / or SLEEPER CORROSION

60 Months or 500,000 Miles/800,000 Kilometers whichever shall occur first. 100% Parts and labor

Frame Side Rails, Crossmembers, Gussets, A-Braces

Cab, Hood and Sleeper perforation caused by corrosion from within. Corrosion warranty applies to perforation - an actual hole in a cab, hood or sleeper panel due to corrosion. Warranty does not apply to corrosion caused by damage to a cab panel or finish paint.

OTHER COVERAGES

12 Months or 50,000 Miles/80,000 Kilometers whichever shall occur first. 100% Parts and Labor

Axle Shaft Flange Gaskets	Wheel Seals (Except LMS)
Hub Cap Gaskets	All Gaskets and Seals not specified above

General Warranty Exclusions

- The following components are warranted directly to you by their respective manufacturer, and are not warranted by Peterbilt Motors Company: Engine and Engine Manufacturer's Accessories, Engine Brake (except PAC Brake), Automatic Transmissions, Tires, Tubes, Fifth Wheel, Pintle Hooks, Hitch, Wheels and Batteries not listed.
- Peterbilt does not warrant antifreeze, lubricants, bulbs, fuses, filters, mud flaps, reflectors, winter fronts, wiper nozzles or wiper blades. Trade accessories such as fire extinguishers, chains, emergency kits and tools are not warranted.
- Peterbilt is not responsible for storage deterioration, wear, and changes in adjustment resulting from normal service. This includes brake and clutch linings, drive belts, wheel balance and axle alignments or upholstery.
- Peterbilt does not warrant metallic chassis (frame) paint. Peterbilt is not responsible for paint chipping or fading, peeling from frame bolts relating to maintenance, or paint peeling from road chemical damage.
- Damage due to accident, misuse, negligence, improper or inadequate maintenance, or unauthorized modification is not warranted. Failure of replacement parts used to repair above conditions are not warrantable.
- Vibrations, squeaks, fitting and hose leaks, unusual noises, rattles, loose nuts/bolts and hose and electrical connections can develop during the early shakedown trips of the vehicle. Up to 25,000 miles/40,000 kilometers, but not later than 90 days after date of delivery, the necessary adjustments will be made without charge. Such developments after this period are usually the result of use and are not warrantable items.
- Peterbilt is not responsible for damage resulting from engine horsepower/torque upgrades.

NON - WARRANTABLE COMPONENTS/ITEMS

 # File with Engine Manufacturer

Engine (see engine coverage)
Engine Accessories
Air Compressor (Engine Manufacturer)
Add-on Aerodynamic Device (Dealer Installed)
Antifreeze Solution
Automatic Transmission (Allison)
Brake Lining
Bulb
Fifth Wheel
Filter Element
Fire Extinguisher
Flag and Flare Kit
Fuel
Fuse
Light Bulb
Lubricant
Mudflap
Pintle Hook
Non-Original Equipment
Power Converter
Reflector
Refrigerator
Tire
Tow Pin
Wheels
Winter Front and Bug Screen
Wiper Blade
Wiper Nozzle

NON - WARRANTABLE:

WEAR, DETERIORATION and/or ADJUSTMENTS

Peterbilt assumes no responsibility for wear and/or Deterioration of parts or Changes in Adjustment as a result of Normal Service.

Examples:
Brake Adjustment
Brake Drum
Brake Lining
Bushings (Serviceable)
Clutch Facing
Engine accessory belt
Fuse
Key Fob
Wheel Bearings
Mattress
Paint Chip and/or Fade
Soft Trim and Upholstery
Stainless Steel Discoloration
Tightening a Bolt and/or Fitting
Wheel and/or Axle Alignment
Window and Windshield Glass

This list is NOT to be construed as all-inclusive

NON - WARRANTABLE FUNCTIONS OR ACTS

Any Vehicle on Which the Odometer has been Altered
Any Vehicle that has been Altered or Modified in a Manner Unauthorized by Peterbilt
Damage Due to Accidents
Dyno Testing (Without Prior Regional Authorization)
Improper or Insufficient Maintenance Service
Misuse
Negligence
Storage (Includes Deterioration)
Towing and Road Calls
Transport
Troubleshooting and Road Testing

Revised 04/17

Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all services performed by Rush for a customer, including repair, maintenance and installation services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

Ray Gaskin Service

QUOTE

14572 Rancho Vista Dr
Fontana, CA 92335
www.raygaskinservice.com
Cell: 909-717-8005
Local: 909-574-7000
Prepared by: Bobby Ziello

DATE 4/3/2026

VALID FOR 90 days

TERMS

CUSTOMER

City of Redlands
1270 W Park Ave
Redlands, CA

DESCRIPTION	Quantity	AMOUNT
New 2023 New Way 29yd Sidewinder ASL body		
Hotshift PTO with self lube tube and Tandem Vane pump		
Painted Single Color (White N0006EX), Half of Tailgate painted yellow Standard 96 gallon arm with 6x6 chain		
Third Eye 5 camera system. (Camera locations to match city of Redlands specs)		
Whelen LED strobe Light package		
All LED Lighting		
LED Work lights (1 Hopper, 1 arm and 1fender facing rear)		
LED Strobe lights upper tailgate		
Triangle Kit and fire extinguisher 10LB		
Hydraulic Crusher Panel		
Hopper Access Ladder		
Shovel and broom holder, Spill kit		
Joystick controls, Rocker switches door mounted, Under seat rocker switches		
Clean out door chutes dual sides		
Remote grease lines at ground level		
Tool box 18” x 18” 24”		
Backing Decal on tailgate		
Aluminum drip pan on tailgate		
Chock block and holders mounted on both sides of the truck		
Freight – Delivered to Rush Peterbilt Fontana		
CNG Roof mount brackets for future CNG system install included		
Warranty: Standard 2yr Warranty on Cylinders		
Standard 1yr Warranty on Body, Hydraulics		
Paint: Body Acrylic Urethane Enamel Color – Paint Code TBD		

TERMS AND CONDITIONS

1. Does not include taxes or fees unless otherwise noted
2. Valid for 30 days unless otherwise noted
3. Please return after signing or submit PO to confirm

Customer Acceptance (sign below):

x_____**Date:**_____

Print Name:

Sales Quotation

Hexagon Agility

3335 Susan Street, Suite 100
Costa Mesa, CA 92626;
US

Quote #: Q-02995-1
Date: 4/15/2026
Expires On: 10/12/2026
Quoted By: Craig Kerkman
Email: craig.kerkman@hexagonagility.com

Quoted For: Ray Gamez
Email: gamezr@rushenterprises.com
Phone: 5625661865
Bill To: Rush Peterbilt Pico Rivera Store
8830 East Slauson Ave.
Pico Rivera, CA 90660 United States
End User: City of Redlands, CA

Payment Term: Net 30 Days
Delivery Method:
Terms of Delivery:
Installer:
Terms of Location:
Planned Ship Date:

QTY	DESCRIPTION
1.00	On site install Refuse system at Salisbury or Rialto
1.00	Roof Mount 75 with external FMM - ASL
TOTAL:	$36,001.22

Vehicle Count: 1
Price per Vehicle: 36,001.22 USD

Options:
75 DGE RM for FEL, Rialto Install - $36,879.40
Front Bumper Fill - $1,842.00

Terms & Conditions
For Fuel System installation: Additional charges may be incurred if chassis does not meet specified space requirements or if any modifications are needed. Fuel is not provided unless otherwise specified. If fuel is specified, system will be fueled to a minimum of 2000 psi.

Effective immediately, in the event of chassis delays extending significantly beyond the customer requested delivery date, Hexagon reserves the right to require a Customer deposit in the amount of the price of the fuel system, as further set forth in the Standard Terms and Conditions and Warranty.

Standard lead times are 12-14 weeks from receipt of purchase order and placement of order. Lead times are dynamic Please check with your Sales Representative for up-to-date lead time information.

Vehicle layouts are necessary to ensure proper installation and eliminate interference of components on the truck. Failure to supply Hexagon Agility with a frame layout for review and approval could result in additional installation chargebacks.

By accepting this sales quotation, you hereby agree to Hexagon Agility's terms and conditions of purchase. Hexagon Agility's Terms and Conditions and Warranty, and applicable addenda, apply. Please download a copy at https://hexagonagility.com/terms-conditions-supplier-info/ .

To access technical documentation, visit our FleetCare Customer Service Portal by scanning the QR code or via web at https://hexagonagility.com/service .

HEXAGON and AGILITY are registered trademarks in the U.S. and other countries.

Return Policy at https://hexagonagility.com/customercare-warrantyreturns/ .

FleetCare Customer Service Portal


MODEL
520
A CLASS OF ITS OWN
Peterbilt

STREET TOUGH MEETS STREET SMARTS

MODEL 520

The Model 520 is built to withstand the harsh demands of the refuse industry. Powered by the lightweight PACCAR MX-11, the Model 520 delivers outstanding performance and reliability. New features include a redesigned gauge cluster with a 7-inch digital display that provides critical vehicle information and integrates with Advanced Driver Assistance Systems such as Bendix Fusion and side object detection.

The Model 520 incorporates many driver safety and comfort features including knurled exterior grab handles for a reliable grip, high-visibility bright yellow interior grab handles, LED headlamps and Electronic Stability Control (ESC). The updated VMUX electrical architecture and pre-configured frame layouts are optimized for seamless body integration. No matter the application, the Model 520 is designed to get the job done day in and day out.

DRIVER COMFORT & PRODUCTIVITY

The 520 interior features a thoroughly updated ergonomic dash design with a new gauge cluster and a 7-inch digital display. The switches are optimally placed within easy reach for maximum driver comfort and productivity. The center console features angled side panels for easy access to controls from either side.



POWER & PERFORMANCE

A PACCAR MX-11 engine provides outstanding power in a lightweight package and is fully integrated with the truck's electrical system for the ultimate in PTO Body control customization.



PACCAR MX-11

For more information on the Model 520, contact your local Peterbilt dealer or visit **peterbilt.com**.

Rush Truck Centers of California, Inc. dba Rush Truck Center, Los Angeles

PETE-9911 3/2021

MOVE TO ZERO

Setting new standards for performance and reliability with near-zero emissions.

L9N™





THE L9N.
MOVE TO ZERO.

Introducing the next generation of low-emission engine technology.

The Cummins Westport L9N natural gas engine is the next evolution of the industry-leading ISL G. It sets a new standard for performance and reliability while offering near-zero emissions. Leveraging the experience gained from over 80,000 Cummins Westport engines in service, the L9N delivers product improvements and emissions leadership that bus and truck customers can count on.

The L9N is available as a first-fit option from leading bus and truck manufacturers for a variety of applications such as urban transit, vocational and medium-duty truck and tractor, and shuttle and school bus.

Near-Zero Emissions

The L9N is certified to the California Air Resources Board (ARB) and Environmental Protection Agency (EPA) Optional Low NOx emissions standard of 0.02 g/bhp-hr — 90% lower than current emissions standards. It also meets the 2017 EPA greenhouse gas (GHG) emission requirements. Cummins Westport natural gas engines have met the 2010 EPA standard for particulate matter (0.01 g/bhp-hr) since 2001.

Natural gas is a low-carbon, domestically abundant fuel source. All Cummins Westport Inc. engines offer customers the choice of using compressed natural gas (CNG), liquefied natural gas (LNG) or renewable natural gas (RNG) as a fuel. RNG is pipeline-quality natural gas produced from the decomposition of organic wastes, which can come from a variety of sources such as dairy farm waste, landfills and urban waste treatment plants. Using RNG to fuel Cummins Westport ultra low emission engines provides additional and significant GHG reductions. Learn more with the Cummins Westport GHG Emissions calculator at **cwiplaybook.com.**

Next Generation Natural Gas Technology

Cummins Westport natural gas engines feature spark-ignited stoichiometric combustion with cooled exhaust gas recirculation. They use a simple maintenance-free Three-Way Catalyst (TWC) for consistent emissions control. Beginning in 2018, Cummins Westport natural gas engines include a new Engine Control Module (ECM), On-Board Diagnostics (OBD) capability, an enhanced TWC and a closed crankcase ventilation system.

L9N™



Maintenance

L9N Truck < 66,000 lbs (29,937 kg) GCVW

Maintenance Item^	Distance	Hours	Months
Oil and Filter*	15,000 mi (24,000 km)	500	6
Fuel Filter	30,000 mi (48,000 km)	1,000	9
Coolant Filter	15,000 mi (24,000 km)	500	6
Closed Crankcase Ventilation Filter	60,000 mi (96,000 km)	2,000	18
Spark Plugs	45,000 mi (72,000 km)	1,500	12
Cooling System Flush	60,000 mi (96,000 km)	2,000	18
Overhead Set Adjustment**	60,000 mi (96,000 km)	2,000	18
Ignition Coil Extension	300,000 mi (480,000 km)	10,000	5 yrs
Air Cleaner / Element	Follow manufacturer's published recommendations		

Consult your Owners or Operation and Maintenance manual for the complete daily and routine maintenance schedule.

^Based on a duty cycle of 30 mph / 48 kph average speed. Distance intervals may decrease based on average speed.
*Requires Natural Gas Engine Oil
**Initial overhead set adjustment at 1,000 hours.

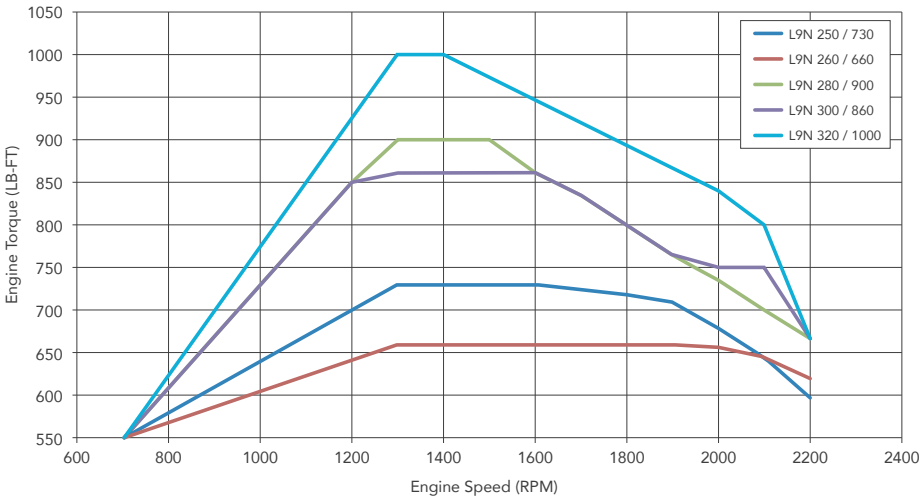
L9N Urban Transit Bus and Refuse Truck

Maintenance Item^	Distance	Hours	Months
Oil and Filter*	7,500 mi (12,000 km)	500	6
Fuel Filter	15,000 mi (24,000 km)	1,000	9
Coolant Filter	7,500 mi (12,000 km)	500	6
Closed Crankcase Ventilation Filter	30,000 mi (48,000 km)	2,000	18
Spark Plugs	22,500 mi (36,000 km)	1,500	12
Cooling System Flush	30,000 mi (48,000 km)	2,000	18
Overhead Set Adjustment**	30,000 mi (48,000 km)	2,000	18
Ignition Coil Extension	150,000 mi (240,000 km)	10,000	5 yrs
Air Cleaner / Element	Follow manufacturer's published recommendations		

Consult your Owners or Operation and Maintenance manual for the complete daily and routine maintenance schedule.

^Based on duty cycle of 15 mph / 24 kph average speed. Distance intervals may decrease based on average speed.
*Requires Natural Gas Engine Oil
**Initial overhead set adjustment at 1,000 hours.

Torque Curves





L9N Ratings

Truck & Refuse

Engine Model	Advertised hp (kW) @ rpm	Peak Torque lb-ft (N-m) @ rpm	Governed Speed
L9N 250	250 (186) @ 2200	730 (990) @ 1300	2200 rpm
L9N 260	260 (194) @ 2200	660 (895) @1300	2200 rpm
L9N 280	280 (209) @ 2000	900 (1220) @ 1300	2200 rpm
L9N 300	300 (224) @ 2100	860 (1166) @ 1300	2200 rpm
L9N 320	320 (239) @ 2000	1000 (1356) @ 1300	2200 rpm

School & Shuttle Bus

Engine Model	Advertised hp (kW) @ rpm	Peak Torque lb-ft (N-m) @ rpm	Governed Speed
L9N 250	250 (186) @ 2200	730 (990) @ 1300	2200 rpm
L9N 260	260 (194) @ 2200	660 (895) @1300	2200 rpm
L9N 280	280 (209) @ 2000	900 (1220) @ 1300	2200 rpm
L9N 300	300 (224) @ 2100	860 (1166) @ 1300	2200 rpm

Transit Bus

Engine Model	Advertised hp (kW) @ rpm	Peak Torque lb-ft (N-m) @ rpm	Governed Speed
L9N 280	280 (209) @ 2000	900 (1220) @ 1300	2200 rpm
L9N 320	320 (239) @ 2000	1000 (1356) @ 1300	2200 rpm

Engine Features & Enhancements

New Engine Control Module (ECM)
The ECM provides full monitoring and control of the engine sensors, and the fuel and ignition systems. Cummins Westport 2018 engines feature a new ECM, Model CM2380, which offers faster processing to support heavy duty OBD requirements (500K baud rate). It is also telematics capable, and provides improved diagnostics and durability.

On-Board Diagnostics (OBD)
The OBD system continuously monitors the engine and after-treatment system. It gives the vehicle owner or repair technician electronic access to the status of various vehicle subsystems for diagnostic purposes. A Malfunction Indicator Lamp (MIL) is connected to the OBD system and is located on the vehicle's instrument panel. If the OBD system detects a malfunction related to the emissions control system, the MIL will come on and alert the operator. The engine will continue to operate normally until a diagnosis is made.

Closed Crankcase Ventilation (CCV) system
A CCV system reduces engine emissions by capturing crankcase emissions and rerouting these gases back to the engine. This results in more complete combustion and lower emissions.

Enhanced Three-Way Catalyst (TWC)
TWCs are effective, simple, passive devices. They provide consistent emissions control performance, are maintenance-free and can be mounted vertically or horizontally on the vehicle. Cummins Westport engines don't require active aftertreatment such as a diesel particulate filter or selective catalytic reduction.

High-Energy Ignition System
New ignition control module – provides better performance and improved spark plug and coil durability, plus self-diagnostics.

Control System
Full drive-by-wire ECM provides full monitoring and control of engine sensors, fuel system and ignition system. Full interface capability to Cummins INSITE™ and diagnostic service tools.

Electronic Features
- Road-speed governing
- Accelerator interlock
- SAE J1587/J1939
- Power Take-Off (PTO) control
- Cruise control
- Engine protection system

Wastegate Turbocharger
Water-cooled bearing housing for durability. Electronic control for precise air handling.

Specifications

NOx Emission	0.02 g / bhp-hr. (90% below EPA)
Maximum Horsepower	320 HP | 239 kW
Peak Torque	1,000 LB-FT | 1,356 Nm
Governed Speed	2200 RPM
Type	4-cycle, spark-ignited, in-line 6-cylinder, turbocharged, CAC
Engine Displacement	540 CU IN | 8.9 LITERS
Number of Cylinders	6
Operating Cycles	4
Net Weight (dry)	1,625 lb | 737 KG
Fuel Type	CNG / LNG / RNG
Aftertreatment	Three-Way Catalyst

Base Warranty

Cummins Westport engines feature the same factory base warranty coverage as Cummins diesel engines. For transit and shuttle bus engines, a standard 2-year, unlimited-miles/kilometers warranty with full parts and labor coverage on warrantable failures* applies. For school bus engines, standard coverage is 5 years/100,000 miles (160,934 km), whichever comes first. For truck customers, full engine coverage is provided for 2 years/250,000 miles (402,336 km), whichever comes first. Major components coverage is also available – contact your local Cummins distributor or Cummins Westport representative for details.

*Covers defects in Cummins materials or factory workmanship

Extended Coverage

Cummins Westport Inc. also offers a variety of extended coverage plans to meet every customer's need. For full extended coverage plan details, contact your local Cummins distributor or Cummins Westport representative.

Better Customer Care

Cummins Westport-powered vehicles are supported by the Cummins service network, the largest and most capable in North America. Cummins-authorized technicians are fully trained on Cummins Westport natural gas engines, with ready access to Cummins parts and warranty support. For questions regarding your Cummins Westport engine or for assistance in finding a repair facility in the United States or Canada, call Cummins Care at 1-800-CUMMINS™ (1-800-286-6467).

1 800 CUMMINS™
CUMMINS CARE
ALWAYS ON

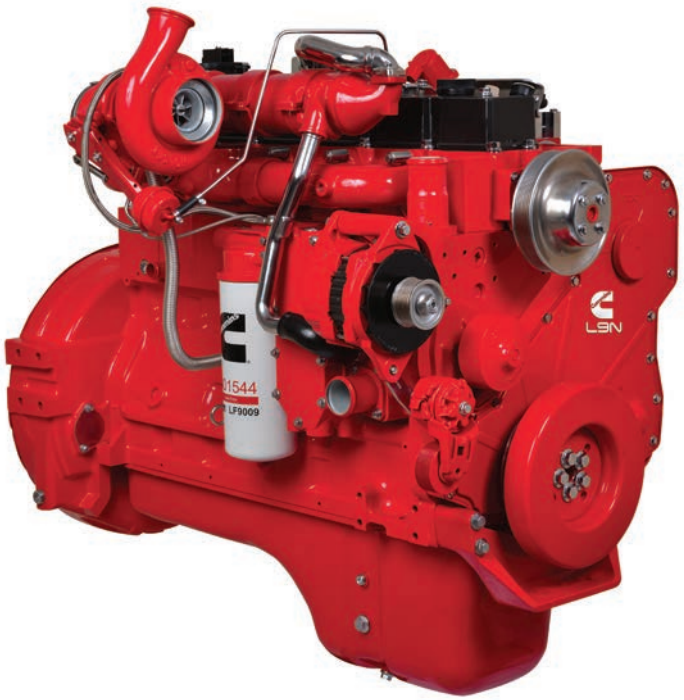
Cummins Westport – The Natural Choice

Cummins Westport designs, engineers and markets 6- to 12-liter spark-ignited natural gas engines for commercial transportation applications such as trucks and buses. Our natural gas engines are manufactured by Cummins, and are available from leading truck and bus manufacturers.

Natural Gas Playbook

To learn more about how to incorporate natural gas engines into your fleet, visit our Natural Gas Playbook website. We'll guide you through what you need to know to ensure a successful implementation and operation of your natural gas engines.

cwiplaybook.com



Cummins Westport

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Ask for the Allison

RDS

RUGGED DUTY SERIES

Ask your truck dealer for a complete listing of vehicle models featuring Allison Rugged Duty Series transmissions, or contact your Authorized Allison Distributor. For the dealer close to you, visit **www.allisontransmission.com.**

Allison Transmission

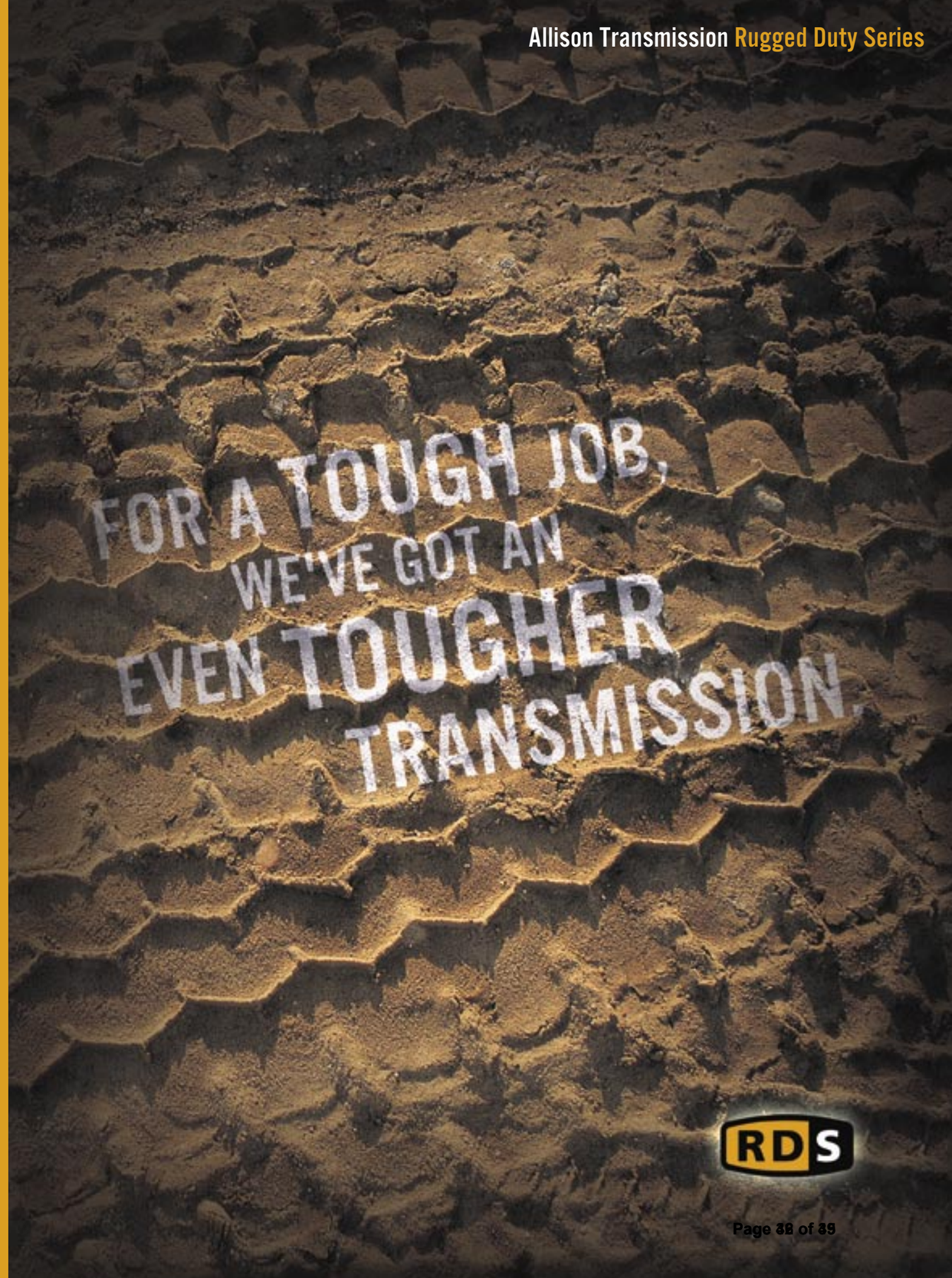
P.O. Box 894, Speed Code PF3
Indianapolis, Indiana 46206-0894

1-800-252-5283

Information or specifications subject to change without notice or obligation.

SA3743EN (2003/10) Litho in U.S.A.
ISO/QS 9000 and ISO 14001 Certified

Rush Truck Centers of California, Inc. dba Rush Truck Center, Los Angeles



THE TRANSMISSION WITH A WORK ETHIC AS STRONG AS YOURS.

Think of the roughest job site. The most grueling route. The toughest terrain. Now think about how your trucks and your drivers are going to handle the challenge. If you've got the Allison Rugged Duty Series (RDS) automatic transmissions in your trucks, it's no sweat.

Introducing

RDS

RUGGED DUTY SERIES

Rush Truck Centers of California, Inc. dba Rush Truck Center, Los Angeles



Allison RDS transmissions provide an extended torque range, higher GVW capacity and advanced electronic controls to get more out of the latest engines, while putting more control to the wheels. They're engineered to take whatever you have to throw at them. And proven reliable in the field.

Each model is designed to meet the demands of your business and provide exceptional value. Rest assured, Allison has designed a transmission specifically for the way you work.

Rugged. Duty.

ENGINE hp (kW)	TORQUE lb-ft (N•m)
300–540 (224–403)	550–1590 (746–2156)
GVW lbs (kg)	
19,500–80,000 (8,845–36,288)	RDS



1000 RDS, 2100 RDS, 2200 RDS, 2500 RDS	3000 RDS, 3500 RDS	4000 RDS, 4500 RDS, 4700 RDS

Any vehicle that operates on/off highway and/or requires a PTO requires an Allison RDS.

- Dump
- Concrete Mixer
- Landscaping
- Snow Plow
- Utility
- Tow
- Refuse Front/ Side/Rear Loader
- Refuse Roll On/Roll Off
- Agriculture
- Recycling
- Liquid Delivery

THE 3000 RDS — Increased horsepower and torque ratings

- Uprated to 370 hp (MD 3060 285 hp)
- Uprated to 1100 lb-ft (MD 3060 800 lb-ft)

The 4000 RDS horsepower and torque ratings also increased.

The newly designated 1000, 2100, 2200 and 2500 RDS transmissions offer a variety of features ideally suited for on-/off-highway vocational usage. The 1000, 2100 and 2200 RDS models feature high-density start and stop calibrations* providing improved shift operation, especially in congested traffic environments. The 2500 RDS is rated up to the maximum Class 7 weight range of 33,000 lbs. GVW.

Weight. Management.



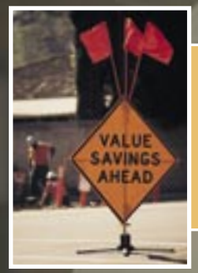
*Calibrations are required for the 1000, 2100 and 2200 RDS.



Convert a fleet to the Allison RDS, and watch driver productivity soar. Drivers with Allison Automatic-equipped vehicles are able to make more deliveries per day (compared to AMT- or manual-equipped vehicles) because the Allison Automatic shortens route times.

In a recent USAC-sanctioned study* an Allison-equipped truck completed a typical delivery route 9% faster than a comparably equipped AMT truck. If a vehicle averages 10 stops a day, that is one extra stop per day and nearly four extra productive hours a week, per truck.

An increase in productivity.



Allison Automatics retain their value over the life of the vehicle, while manuals hold little to no value at trade in.

Depending upon the weight class or vocation, owners of Allison Automatics could expect to receive 10% of the total trade-in vehicle value for the transmission.

The Allison RDS has brains in addition to its brawn. Optional electronic control packages provide precisely the performance features you need to get the job done.

Smart. Real smart.

Integrates PTO operation with the transmission system so you can command how and when the PTO engages. The ECU monitors operating conditions to minimize potential damage and hazards.



PTO
ENABLE

When the PTO switch is open, the transmission will not shift into range. It's like an extra set of eyes – making sure there are no unwanted shifts out of Neutral when auxiliary equipment is in operation.



AUXILIARY
FUNCTION RANGE INHIBIT

When the vehicle comes to a stop, the transmission's electronic controls automatically command to Neutral. The driver must re-select a moving range to shift out of Neutral.



AUTOMATIC
NEUTRAL

You choose the range and an auxiliary vehicle system to activate at a chosen range. The Range Indicator provides a useable electric signal when the transmission shifts to the chosen range.



RANGE
INDICATOR

When you activate Fourth Lockup to Pump and select Drive, the transmission operates in direct drive fourth gear with the converter in lockup. When deactivated, normal automatic shifting can resume.



FOURTH LOCKUP
TO PUMP



Vocation	Additional Productivity Per Day	Average Revenue Per Stop	Additional Revenue Per Week	Additional Revenue Per Year
Construction Dump	One Stop	$55	$275	$13,200
Construction Mixer	One Stop	$250	$1,250	$60,000

The Allison RDS warranty covers 100% parts and labor with unlimited mileage. The 1000, 2100, 2200 and 2500 RDS have three-year standard coverage. The 3000, 3500, 4000, 4500 and 4700 RDS have two-year standard coverage. Extended Transmission Coverage (ETC) is available on all models at an additional cost.

A comprehensive warranty.



You can get in and out of the job site faster, safer and more efficiently with the RDS Allison Automatics. For more information, contact your Allison Transmission representative or visit **www.allisontransmission.com.**

Ask for the Allison RDS

* USAC certified testing conducted on a city and highway course with two identical trucks, with the exception that one was equipped with an Allison Automatic and the other was equipped with an automated manual transmission. Your results may vary, depending upon driver and vehicles.
Rush Truck Centers of California, Inc. dba Rush Truck Center, Los Angeles

Ratings and Specifications

RATINGS

MODEL	RATIO	PARK PAWL	INPUT POWER[1]	INPUT TORQUE[1]	INPUT TORQUE W/SEM[1,2]	TURBINE TORQUE[3]	GVW	GCW
			hp (kW)	lb-ft (N • m)	lb-ft (N • m)	lb-ft (N • m)	lbs (kg)	lbs (kg)
1000 RDS	Close Ratio	Yes	340 (254)	550 (746)	565 (766)	850 (1152)	19,500 (8,845)	26,000 (11,800)
2100 RDS	Close Ratio	No	340 (254)	550 (746)	565 (766)	850 (1152)	26,000 (11,800)	26,000 (11,800)
2200 RDS	Close Ratio	Yes	340 (254)	550 (746)	565 (766)	850 (1152)	26,000 (11,800)	26,000 (11,800)
2500 RDS								
– On/Off Highway	Wide Ratio	No	300 (224)	550 (746)	565 (766)	850 (1152)	33,000 (15,000)	33,000 (15,000)
– Refuse	Wide Ratio	No	300 (224)	550 (746)	565 (766)	850 (1152)	24,200 (11,000)	–
3000 RDS								
– On/Off Highway	Close Ratio	–	370 (276)	1100 (1491)	–	1600 (2169)	80,000 (36,288)	80,000 (36,288)
– Refuse, Mixer	Close Ratio	–	350 (261)	960 (1300)	–	1575 (2135)	62,000 (28,123)	–
– Specialty PTO, HET	Close Ratio	–	370 (276)	1200 (1627)	–	1700 (2305)	–	–
3500 RDS								
– On/Off Highway	Wide Ratio	–	300 (224)	800 (1085)	–	1420 (1925)	80,000 (36,288)	80,000 (36,288)
– Refuse, Mixer	Wide Ratio	–	300 (224)	800 (1085)	–	1420 (1925)	60,000 (27,216)	–
– Specialty PTO, HET	Wide Ratio	–	315 (235)	950 (1288)	–	1450 (1966)	–	–
4000 RDS								
– On/Off Highway	Close Ratio	–	500 (373)	1550 (2102)	–	2450 (3322)	–	–
– Specialty PTO, HET	Close Ratio	–	540 (403)	1590 (2156)	–	2600 (3525)	–	–
4500 RDS								
– On/Off Highway	Wide Ratio	–	500 (373)	1550 (2102)	–	2450 (3322)	–	–
– Specialty PTO, HET	Wide Ratio	–	505 (377)	1550 (2102)	–	2600 (3525)	–	–
4700 RDS								
– On/Off Highway	Wide Ratio	–	500 (373)	1550 (2102)	–	2450 (3322)	–	–
– HET	Wide Ratio	–	540 (403)	1590 (2156)	–	2600 (3525)	–	–

1 Gross ratings as defined by ISO 1585 or SAE J1995. 2 SEM = engine controls with Shift Energy Management. 3 Turbine torque limit based on iSCAAN standard deductions.

ENGINE SPEEDS

BASE MODEL	FULL LOAD GOVERNED SPEED	IDLE SPEED IN DRIVE	OUTPUT SHAFT SPEED
	Min-Max (rpm)	Min-Max (rpm)	rpm
1000	2200-4600[1]	500-900	5000
2100/2200	2200-4600[1]	500-900	4500
2500	2200-4500[1]	500-800	3600[2]
3000	2000-2800	500-800	3600[2]
4000	1700-2300	500-800	–

1 Engines with full load governed speed greater than 3200 rpm require Application Engineering review. 2 Retarder-equipped models only.

GEAR RATIOS – TORQUE CONVERTER MULTIPLICATION NOT INCLUDED

MODEL	FIRST	SECOND	THIRD	FOURTH	FIFTH	SIXTH	SEVENTH	REVERSE
1000 RDS	3.10:1	1.81:1	1.41:1	1.00:1	0.71:1	–	–	-4.49:1
2100 RDS	3.10:1	1.81:1	1.41:1	1.00:1	0.71:1	–	–	-4.49:1
2200 RDS	3.10:1	1.81:1	1.41:1	1.00:1	0.71:1	–	–	-4.49:1
2500 RDS	3.51:1	1.90:1	1.44:1	1.00:1	0.74:1	–	–	-5.09:1
3000 RDS	3.49:1	1.86:1	1.41:1	1.00:1	0.75:1	0.65:1	–	-5.03:1
3500 RDS	4.59:1	2.25:1	1.54:1	1.00:1	0.75:1	0.65:1	–	-5.00:1
4000 RDS	3.51:1	1.91:1	1.43:1	1.00:1	0.74:1	0.64:1	–	-4.80:1
4500 RDS	4.70:1	2.21:1	1.53:1	1.00:1	0.76:1	0.67:1	–	-5.55:1
4700 RDS	7.63:1	3.51:1	1.91:1	1.43:1	1.00:1	0.74:1	0.64:1	-4.80:1

Rush Truck Centers of California, Inc. dba Rush Truck Center - Los Angeles

OPTIONAL RETARDER PROVISION – INTEGRAL, HYDRAULIC TYPE

BASE MODEL	TORQUE CAPACITY lb-ft (N • m)	POWER CAPACITY hp (kW)
3000		
– High	1600 (2170)	600 (447)
– Medium	1300 (1760)	500 (373)
– Low	1100 (1490)	400 (298)
4000[1]		
– High	2000 (2710)	600 (447)
– Medium	1600 (2170)	600 (447)
– Low	1300 (1760)	500 (373)

1 Only medium-capacity available on 4700 RDS.

TORQUE CONVERTER SPECIFICATIONS

BASE MODEL	TORQUE CONVERTER	NOMINAL STALL TORQUE
1000		
	TC-210	2.05
	TC-211	2.00
	TC-221	1.73
	TC-222	1.58
2000		
	TC-210	2.05
	TC-211	2.00
	TC-221	1.73
	TC-222	1.58
3000		
	TC-411	2.71
	TC-413	2.44
	TC-415	2.35
	TC-417	2.20
	TC-418	1.98
	TC-419	2.02
	TC-421	1.77
4000		
	TC-521	2.42
	TC-531	2.34
	TC-541	1.90
	TC-551	1.79
	TC-561	1.58

STANDARD POWER TAKEOFF PROVISION – CONTINUOUS OPERATION

BASE MODEL	MOUNTING PAD POSITIONS VIEWED FROM REAR	DRIVE GEAR RATING WITH ONE PTO	DRIVE GEAR RATING WITH TWO PTOS	DRIVE
		lb-ft (N • m)	lb-ft (N • m)	
1000	3 and 9 o'clock	250 (339)	200 (271)	Turbine
2000	3 and 9 o'clock	250 (339)	200 (271)	Turbine
3000[1]	4 and 8 o'clock	485 (660)	685 (930)	Engine
4000[1]	1 and 8 o'clock	685 (930)	1175 (1595)	Engine

1 PTO-delete option available.

PHYSICAL DESCRIPTION

BASE MODEL	LENGTH[1]	DEPTH[2] W/DEEP OIL PAN/SUMP	DEPTH[2] W/SHALLOW OIL PAN/SUMP	DRY WEIGHT
	in (mm)	in (mm)	in (mm)	lbs (kg)
1000				
– SAE No. 3 mounting	28.01 (711.4)	11.22 (284.9)	10.71 (272.0)	330 (150)
– SAE No. 2 mounting	28.29 (721.1)	11.22 (284.9)	10.71 (272.0)	330 (150)
2000				
– SAE No. 3 mounting	28.01 (711.4)	11.22 (284.9)	10.71 (272.0)	330 (150)
– SAE No. 2 mounting	28.29 (721.1)	11.22 (284.9)	10.71 (272.0)	330 (150)
3000				
– Basic model	28.16 (715.3)	12.90 (327.7)	11.13 (282.7)	535 (243)
– With PTO only	32.36 (822.0)	12.90 (327.7)	11.13 (282.7)	575 (261)
– With retarder only	28.16 (715.3)	12.90 (327.7)	11.13 (282.7)	615 (279)
– With PTO & retarder	32.36 (822.0)	12.90 (327.7)	11.13 (282.7)	655 (298)
4000/4500				
– Basic model	30.75 (781.1)	14.75 (374.7)	13.17 (334.6)	831 (377)
– With PTO only	33.62 (854.0)	14.75 (374.7)	13.17 (334.6)	893 (405)
– With retarder only	30.75 (781.1)	14.75 (374.7)	13.17 (334.6)	906 (411)
– With PTO & retarder	33.62 (854.0)	14.75 (374.7)	13.17 (334.6)	968 (439)
4700				
– Basic model	38.04 (966.3)	14.89 (378.2)	–	1087 (493)
– With PTO only	40.91 (1039.2)	14.89 (378.2)	–	1149 (521)
– With retarder only	38.04 (966.3)	14.89 (378.2)	–	1162 (527)
– With PTO & retarder	40.91 (1039.2)	14.89 (378.2)	–	1224 (555)

1 Length measured from flywheel housing to end of output shaft. 2 Depth measured below transmission centerline.

OIL SYSTEM

BASE MODEL	CAPACITY[1]	MAIN CIRCUIT FILTER	LUBE CIRCUIT FILTER	ELECTRONIC OIL LEVEL SENSOR (OLS)
	quarts (liters)			
1000		Spin-On Canister	–	–
– Deep Oil Pan	19 (18)			
2000		Spin-On Canister	–	–
– Deep Oil Pan	19 (18)			
3000		Integral	Integral	Standard
– Deep Oil Sump	29 (27)			
4000		Integral	Integral	Standard[2]
– Deep Oil Sump and PTO	51 (48)			
– Deep Oil Sump	48 (45)			

Recommended oil types for all models are TranSynd™ or Dexron®-III.

1 Transmission only. Does not include cooler, hoses or fittings. 2 4700 RDS retarder model must use 4-inch sump without OLS.

SW0420260831

Date:	April 20, 2026
To:	**City of Redlands**
Address:	1270 W. Park Ave. # l Redlands, CA 92373
Member ID# :	**18877**
Name:	Louie Miranda
Email:	Louie.Miranda@CityofRedlands.org
Phone:	(909) 798-7663
Quote Expire:	June 30, 2026
Sourcewell:	**Contract # 032824-PMC**

Sourcewell Formerly NJPA Awarded Contract

RUSH TRUCK CENTERS

Peterbilt

Rush Truck Centers
8830 E. Slauson Ave. Pico Rivera, CA 90660
Contact: Ray Gamez Phone: (949) 355-4382
Email: GamezR@RushEnterprises.com

Sourcewell Quote Sheet

DESCRIPTION

2027 Peterbilt 520

Cummins CNG Engine with Allison Transmission

YEAR:	2027	TRANS.:	Allison 4500 RDS-P
MAKE:	Peterbilt	R. AXLE:	44K
MODEL:	520	F. AXLE:	20K
Body Type:	Roll Off	PINTLE HITCH:	None
GVWR:	64,000 lbs	PUSHER AXLE:	None
ENGINE:	Cummins L9N (CNG)	Wheels:	Aluminum
H/P:	320 hp @ 1000 ft/lbs torque	FUEL TANKS:	90 DGE Frame Mounted

Model 520 Cab & Chassis		
List Price : (**Per Specifications of Redlands)**		$310,976.00
Model Sourcewell Discount: (**See Pg. 2**)	28.00%	-$87,073.28
Customer Price		$223,902.72
Sourced Goods		
Body: Ray Gaskin Rolloff ART75-24 (See Pg.24)		$85,836.00
Fuel System: Hexagon Agility 90 DGE w/ Blue iQ		$38,469.00
Floor plan production per diem		$8,612.65
Chassis Engineering Frame Layout		$1,500.00
SmartLINQ 5 Yr		$799.00
Post Body Install Inspection		$1,800.00
Delivery Wash		$150.00
Delivery Transport		$500.00
Taxable Fees (Document Fee, Admin Fee)		$330.00
Total		$137,996.65
Model 520 Cab & Chassis		$223,902.72
Sourced goods		$137,996.65
Total		$361,899.37
Sales Tax (8.75%)		$31,666.19
Admin Process - (License/Title/Reg Exempt/Doc Prep/Filing)		$37.00
Warranties: Cummins, Allison & Eaton Rear Axle 5 yrs		$7,176.00
Tire Recycling Fee		$17.50
Total Price		**$400,796.06**

* 12% Ferderal ExciseTaxes Apply to State/Local Govt who are NOT Exempt *

DEALER BULLETIN



SUBJECT: Sourcewell Customer Pricing CY2026-2028

DB # 26-07
DATE: 3-9-26

Peterbilt is excited to announce the Sourcewell Customer Pricing program for 2026-2028. Sourcewell holds national contracts that offer an easy, time-saving procurement process for all levels of government and education. The discount by model represents the "% Off List" price the customer will pay when ordering units on the Sourcewell program.

Sourcewell Customer Pricing CY-2026-2028
Peterbilt Motors Company Contract #032824-PMC

Model	Avg List Price	"CY2026-2028 Sourcewell Discount"	Estimated Sourcewell Customer Price
220*	$ 119,935	5%	$ 113,938
535	$ 122,843	15%	$ 104,417
536	$ 146,150	15%	$ 124,228
537	$ 155,048	15%	$ 131,791
548	$ 191,209	17%	$ 158,703
567	$ 311,611	34%	$ 205,663
579	$ 294,766	30%	$ 206,336
589	$ 323,492	30%	$ 226,444
520	$ 313,513	28%	$ 225,729

**(Model 220 – while supplies last!!!)*

Dealer Guidelines:

- Spec cab and chassis to customer requirements using current Price Level.
- In SmartSpec's Special Codes, select Option Code **9409843 PETERBILT SOURCEWELL PROGRAM** to identify the order as a Sourcewell sale.
- Sourcewell discount price to the customer comes off **Total LIST PRICE** of cab and chassis only
- All orders must be submitted at current price level and Marketing Program at the time of order, **NO CARS allowed.**
- **Included in the Customer Sourcewell price**: cab & chassis, factory-freight, Pre-Delivery-Inspection (PDI), marketing fee, SmartLINQ and dealer profit.



- **Sourcewell customers may be responsible for certain additional costs when applicable including flooring/interest, required taxes (FET or tariffs), surcharges from emissions regulations or supplier increases, etc.**
- **Sourced Goods Referenced on the Quote Sheet include**: any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, local delivery, DEF fluid, decals, extended warranties, vehicle layout, etc.)
- Dealer quote to the customer must list the final chassis price separately from other costs, including body price and installation if applicable (see the quote/invoice template on PACCAR.net).
- Bodies can be marked up to 10%, with a maximum cap of $7,000.
- Customer Sourcewell Pricing must not exceed (X% off List Price).
- Dealer may provide additional discount to the Sourcewell Customer from Dealer profit.
- Dealers must submit a complete sales report to **PB.Loyalty@PACCAR.com** when prompted.
- Latest Sourcewell discount % available on PACCAR.net or Sourcewell Website: https://www.sourcewell-mn.gov/cooperative-purchasing/032824-PMC
- Customer Quote Sheet available on PACCAR.net.
- Sales Report Template available on PACCAR.net.
- Sourcewell Training available on PACCAR.net.

Other Requirements:

- **Canadian Peterbilt Dealers** have the option for orders to invoice in Canadian dollar or U.S. dollar.
- If a chassis is invoiced in U.S. dollars, Canadian Peterbilt Dealers can lock in the exchange rate and invoice in Canadian dollars before the build date (usually two weeks prior). Note: Once a locked rate is submitted, it cannot be changed.
- This program may **NOT** be combined with other customer rebate or promotional programs. Dealers can provide an additional discount from the dealer profit.
- **Dealer Stock units** are handled case-by-case, please reach out to your DSM.

Contact your Regional Sales Office with any questions.

Erik Johnson
Assistant General Manager – Sales & Marketing

FEDERAL EXCISE TAX
Exemption Certificate
for Use by States & Local Governments
Treas. Reg. 48.4221-5

I hereby certify that I am _____ (title of officer) of the _____ (state or local government) ("Purchaser"), that I am authorized to execute this certificate on behalf of Purchaser, and that:

(check applicable type of certificate)

A. _____ the article/articles specified in the accompanying order or below:

Article/Articles (by VIN):

_____ _____

_____ _____

(if more room is needed, attach list of additional articles to this certificate)

OR

B. X all orders placed by Purchaser for the period commencing January 1, 2026 (date) and ending December 31, 2026 (date) (period not to exceed 12 calendar quarters)

are, or will be, purchased from Rush Truck Centers of California, Inc. ("**Dealer"**) for the exclusive use of Purchaser.

Purchaser understands that this statement is made under penalties of perjury.

Purchaser understands that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. Purchaser understands that the fraudulent use of this certificate for the purpose of securing this exemption will subject Purchaser and all parties making such fraudulent use of this certificate to a fine of not more than $10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

PURCHASER

By: _____

Name: _____

Title: _____

Notice Regarding Security Interest and Payment of Purchase Price

1. BMO Harris Bank N.A. ("Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.

2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

3. Notwithstanding the foregoing, on full payment for a Vehicle, Rush shall ensure that the Vehicle is free and clear of any liens, mortgages, security interests or other encumbrances of third parties, including BMO, and shall pay all amounts necessary to discharge any such encumbrance.

Rush Truck Centers of California, Inc.
dba Rush Truck Center, Los Angeles

Principals

The Principals of Rush Truck Centers of California, Inc. dba Rush Truck Center, Los Angeles are:

Name	Title	Address
W.M. "Rusty" Rush	Sole Director, President and CEO	555 IH35 South New Braunfels, TX 78130
Michael Goldstone	VP and Treasurer	"
Steven L. Keller	Assistant Secretary	"
Michael S. Lyons	Assistant Secretary	"
Hal Meriwether	Secretary, Regional General Manager	14490 Slover Ave. Fontana, CA 92337
Daniel Perez	General Manager	8830 East Slauson Ave. Pico Rivera, CA 90660

Rush Pblt Trk Ctr-P.R. (S994)
15463 Valley Blvd.
Fontana, California 92335

City Of Redlands
1270 W Park Avenue
Redlands, California 92373
United States of America

Ray Gamez
Cell Phone: 949-355-4382
Office Phone:
Email: gamezr@rushenterprises.com

LOUIE MIRANDA

Vehicle Summary

Unit

Model:	Model 520
Type:	Full Truck
Description 1:	2026 Roll off 3AX
Description 2:	

Application

Intended Serv.:	Refuse/On-Highway
Commodity:	Refuse, Scrap, Recycling

Body

Type:	Roll-Off
Length (ft):	21
Height (ft):	13.5
Max Laden Weight (lbs):	17500

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	40000
G.V.W.R. (lbs):	60000
G.C.W. (lbs):	64000

Road Conditions:	
Class A (Highway)	90
Class B (Hwy/Mtn)	10
Class C (Off-Hwy)	0
Class D (Off-Road)	0

Maximum Grade:	6
Wheelbase (in):	217
Overhang (in):	60
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	216.9
Cab to EOF (in):	276.9
Overall Comb. Length (in):	334.3

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	$ List	Weight
Base Model				
0005201	S	**Model 520** Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	232,861	**16,475**
0091180	S	**Refuse, Scrap, Recycling**	0	**0**
0093035	S	**Refuse/On-Highway** Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0	**0**
0095090	O	**Roll-Off**	0	**0**
0098010	O	**California Registry** California RegistryRequired for all vehicles that will be registered in the State of California.	0	**0**
Configuration				
0200670	O	**Agility Natural Gas Fuel System** Assembler - Fontana, CA	0	**0**
Frame & Equipment				
0514160	O	**10-3/4" Steel Rails 306-342"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	430	**185**
0601500	O	**Full Steel Inner Liner**	1,054	**674**
0644090	S	**EOF Square without Crossmember** End-of-frame square without crossmember. For use with body builder installed crossmember.	0	**0**
0651090	S	**Omit Rear Mudflaps and Hangers**	0	**0**
0713130	O	**(2) Solid Mount Cable Hooks**	0	**40**
Front Axle & Equipment				
1011360	O	**Dana Spicer D2000F 20,000 lb, 3.5 in. Drop** Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to	491	**-26**

Sales Code	Std/ Opt	Description	$ List	Weight
		protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.		
1114040	O	**Taper Leaf Springs, Shocks 23,000 lb** Standard with Heavy Resistance Shocks.	407	**210**
1243010	S	**Power Steering Sheppard M100 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	**0**
1354840	O	**PHP10 Iron PreSet PLUS Hubs** PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	214	**84**
1380230	O	**Dana Spicer 5" Drop IPO 3.5", Front Axle** 5" drop (127 MM) provides lower chassis suspension and profile. Offers maximum maneuverability and the light weight solution. Available for a variety of brakes.	0	**0**
1380240	O	**Dana Spicer Wide Track IPO Standard** Dana Spicer wide track front axles offer added stability and deliver greater turn angles. 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles.	65	**15**
1380280	O	**Bendix Air Cam Front Drum Brakes 16.5x7** For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	1,379	**0**
1391410	O	**Gusseted Cam Brackets, Steer Axle**	28	**0**
1392970	O	**Heavy Duty Cam Bushings, Steer Axle**	46	**0**
Rear Axle & Equipment				
1523330	O	**Dana Spicer DSH44 44,000 lb, High Performance 44** Interaxle diff lock air rocker occupies space of one gauge. 12.5 mm housing, 15.75 ring gear. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-390	**-311**
1616290	O	**PHP10 Aluminum PreSet PLUS Hubs**	-448	**0**
1680280	O	**Bendix Smart ATC Traction Control**	279	**2**
1680440	O	**Refuse Service Brakes, Steer And Drive Axles** Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0	**0**
1680450	O	**Rear Brake Camshaft Reinforcement** Rear brake camshaft reinforcement helps guard against wear and corrosion.	77	**9**
1680490	O	**Gusseted Cam Brackets, Drive Axle(s)**	71	**2**

Sales Code	Std/ Opt	Description	$ List	Weight
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	**0**
1680525	O	**Pneumatic Park Brake**	0	**0**
1680550	O	**Upsize Parking Brakes**	236	**0**
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	532	**35**
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	**0**
1687020	O	**Bendix Air Cam Rear Drum Brakes 16.5x8.6** Bendix Air Cam Rear Drum Brakes to fit all heavy haul, contruction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	688	**0**
1705570	O	**Ratio 5.57 Rear Axle**	0	**0**
1821810	O	**Peterbilt Air Trac 40,000 lbs, 54in Axle Spacing** Light Weight	-621	**-119**
1920385	O	**Air Springs, Internal Bumpers** Air Trac / Air Leaf suspensions	55	**0**
1922260	O	**Dash Mtd Dump Switch with Indicator Light** Dash mounted dump switch with indicator light for suspension.	93	**2**
1922390	O	**Heavy-Duty Tracking Rods** For use with Peterbilt Air Leaf or 40,000 lb Air Trac (standard on Low Air Leaf, Low Low Air leaf or 44,000 lb Air Trac).	187	**11**
Engine & Equipment				
2056321	O	**L9N 320@2000 GOV@2200 1000@1300 HHDD** (2024 Emissions) N21430 N201 0.....Reserve Speed Limit Offset (N21410 N202 0.....Maximum Cycle Distance (N202 N21400 N203 252...Reserve Speed Function Reset N21320 N205 120...Standard Maximum Speed Limit N21420 N206 0.....Maximum Active Distance (N20 N21470 P062 NO....Cruise Control Auto Resume (N21480 P068 NO....Auto Engine Brake in Cruise N21450 P026 NO....Gear Down Protection (P026) N21440 P015 NO....Engine Protection Shutdown (	24,403	**-70**

Sales Code	Std/ Opt	Description	$ List	Weight
		N21340 P112 93....Hard Maximum Speed Limit (P1 N21350 P001 64....Maximum Accelerator Pedal Ve N21370 P059 64....Maximum Cruise Speed (P059) N21590 P230 YES...Enable Hot Ambient Automatic N21530 P233 YES...Enable Impending Shutdown Wa N21540 P234 60....Timer For Impending Shutdown N21460 P046 1400..Max PTO Speed (P046) N21520 P030 5.....Timer Setting (P030) N21570 P031 NO....Idle Shutdown Manual Overrul N21610 P172 40....Low Ambient Temperature Thre N21630 P171 80....High Ambient Temperature Thr N21550 P516 100...Engine Load Threshold (P516) N21510 P520 YES...Enable Idle Shutdown Park Br N21620 P173 60....Intermediate Ambient Tempera N21330 N207 0.....Expiration Distance (N207) N21500 N209 0.....Expiration Distance (N209)		
2091120	S	**EMUX Electronics Architecture**	0	**0**
2091305	O	**Engine Idle Shutdown Timer Enabled**	0	**0**
2091315	O	**Enable EIST Ambient Temp Overrule**	0	**0**
2091372		**Eff EIST NA Expiration Miles**	0	**0**
2091640		**Effective VSL Setting NA**	0	**0**
2092013	O	**Typical Operating Speed 60 MPH**	0	**0**
2092033	O	**Powertrain Optimized for Balance** Best analysis for vehicles where service includes frequent start and stop cycles.	0	**0**
2140220	O	**CARB and EPA Engine Idling Not Required**	0	**0**
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	106	**0**
2140660	O	**CARB Emission Compliant Engine**	0	**0**
2147460	S	**Bed Plate for PX-9, L9N Engines** Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0	**0**
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	**0**
2522110	O	**PACCAR 12V Starter, N/A PACCAR MX Engines** PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	**0**
2539740	O	**Kissling Battery Disconnect Switch 300AMP** Dual Tab Mounted on Battery Box	164	**3**
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops** A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0	**0**
2723210	S	**18.7 CFM Air Compressor** PX-7, PX-9, L9N, and B6.7N Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	**0**
2921170	O	**Spin-On Fuel/Water Separator for Natural Gas** Engines	0	**0**
2921210	S	**No Fluid Heat Option for Fuel Filter**	0	**0**
2921310	S	**No Electric Heat Option for Fuel Filter**	0	**0**
3010400	O	**Engine Protection Shutdown w/ Label** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	10	**0**
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1242 sq in, 579 1325 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1440 sq in, 589 1604 sq in.	0	**0**
3120320	O	**Bugscreen**	148	**5**
3120450	S	**Stainless Steel Grille**	0	**0**
3120710	O	**Lower Front Coolant Pipe And Coolant Extracting** Port	38	**0**
3120730	O	**CNG Vaporizer Coolant Loop**	108	**2**
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	**0**
3365450	O	**Exhaust Single LH Vertical** Natural Gas Engines Only	7,845	**-1,352**
3387650	O	**36" Single Standpipe** L9N Engine Only	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
Transmission & Equipment				
4052970	O	**Allison 4500 RDS-P Transmission, Gen 6** Rugged Duty Series	22,238	**390**
4210190	O	**1810 HD Driveline, 1 Midship Bearing** 4.5in x .180 wall tubing	-529	**15**
4216590	O	**1710 Driveline Interaxle** For tandem rear axles	-122	**-5**
4252170	S	**Auto Neutral Activates With Parking Brake** Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	20	**0**
4252890	O	**Allison FuelSense Not Desired** Dynamic Shift Sensing	-131	**0**
4253060	O	**Remote Mount Allison Transmission Vent**	121	**2**
4256020	S	**Console Mounted Push Button Shifter**	0	**0**
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 transmission only	0	**0**
4256870	O	**Allison Output Function S Neutral Indicator** Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	**0**
4256990	O	**Rolling Direction Change Shift Inhibit Feature** Allison transmissions. A programmable feature that keeps the transmission from shifting from Drive to Reverse or from Reverse to Drive above a preset speed. This wireless function is enabled when a switch is closed to complete the circuit between input wire 101 and ground. Frequently the function is interfaced with a switch indicating activation of another vehicle function, such as application of the service brakes. When the function is enabled, the TCM will recognize the request for a direction change shift, Reverse-to-Drive or Drive-to-Reverse. If all other operating conditions are acceptable, the TCM will command the requested shift. The enable remains in effect until the switch is opened, followed by the selection of a different direction, Reverse or Drive, at the shift selector. This could be used for doc spotters and refuse. If the function is not enabled, any shift which results in a change of direction is inhibited.	0	**0**
Air & Trailer Equipment				
4510210	S	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.		
4540420	S	**Nylon Chassis Hose**	0	**0**
4542320	O	**Central Location For Air Tank Drain Valves** Wire braid hose to air tanks. (Not available with optional drain valves.)	406	**4**
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	**0**
4612000	O	**Route AE Lines To Allow Welding Of Sub Frame** To top of frame 8" forward of back-of-cab to end-of-frame	670	**0**
4615250	O	**Fitting For F/O Air Port** The furnished by owner fitting air port is mounted outboard of the driver's seat. This allows operators access to pressurize truck air, to maintain clean air in the cab.	52	**0**
Tires & Wheels				
5032320	O	**FF: GY 20ply 315/80R22.5 G289 WHA** Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	537	**-24**
5132320	O	**RR: GY 20ply 315/80R22.5 G289 WHA** Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	5,180	**248**
5190008	S	**Code-rear Tire Qty 08**	0	**0**
5220530	O	**FF: Alcoa 89U647 22.5X9.00 High Polish** Aluminum, Ultra ONE wheels with MagnaForce alloy.	587	**-94**
5320530	O	**RR: Alcoa 89U647 22.5X9.00 High Polish** Aluminum. Ultra ONE wheels with MagnaForce alloy.	3,036	**-216**
5390008	S	**Code-rear Rim Qty 08**	0	**0**
Fuel Tanks				
5532010	O	**No Fuel Tank/Fuel System Provided, CNG Only**	-444	**0**
5604000	O	**Location LH BOC 000 Gal**	0	**0**
5653070	O	**CNG / LNG Frame Rail Mounted Tank Only**	0	**0**
5653180	O	**CNG Fuel System** Compressed Natural Gas Fuel System.	0	**0**
Battery Box & Bumper				
6011080	O	**Aluminum Battery Box RH Frame Mtd Back Of Fender** 8" Below top of frame	1,534	**15**

Sales Code	Std/ Opt	Description	$ List	Weight
6030150	O	**Rubber Battery Pad In Bottom of (1) Battery Box** Mat in box that holds batteries only	25	**4**
6121710	O	**Steel Bumper Channel Chromed** Includes two front tow eyes with pins	668	**0**

Cab & Equipment

6501080	S	**53" LCF ProBilt Cab LH Drive** Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghousefull insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18" bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals.	0	**0**
6540020	O	**Key All Units Alike** Please add your 3 digit key code number in the key code field.	288	**0**
6540160	S	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0	**0**
6541250		**KEY G250**	0	**0**
6800500	S	**4.5" Rubber Flares On Cab** And wheel well fenders	0	**0**
6914160	O	**Sears C2 Plus Premium Driver Seat** Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	421	**0**
6924160	O	**Sears C2 Plus Premium Passenger Seat** Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	471	**0**
6931120	O	**Seat Belt Color Orange IPO Standard Black**	10	**0**
6934070	O	**Driver Headrest For C2+ Seat Only** Includes headrest only.	117	**3**
6934080	O	**Passenger Headrest For C2+ Seat Only** Includes headrest only.	117	**3**

Sales Code	Std/ Opt	Description	$ List	Weight
6939400	O	**Air Ride Driver**	411	**43**
6939430	O	**Mid Back Driver**	79	**0**
6939460	O	**Fabric Driver**	53	**0**
6939500	O	**Air Ride Passenger**	386	**43**
6939530	O	**Mid Back Passenger**	76	**0**
6939560	O	**Fabric Passenger**	53	**0**
7000000	S	**Gray Interior Color** Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0	**0**
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0	**0**
7001620	S	**Steering Wheel With Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0	**0**
7040060	O	**Diamond Plate Floor Covering LH/RH ipo Floormat** In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	178	**13**
7110680	S	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	0	**0**
7220150	O	**Rear Window Back of Cab Dark Tint** 18.5in X 54in	24	**0**
7230350	S	**2-Piece Flat Windshield**	0	**0**
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	**0**
7330920	O	**(2) Defroster Fan On Rear Header**	248	**60**
7410040	O	**Outside Sunvisor - Stainless Steel** Not available with 2.1M high roof sleeper.	408	**4**
7561290	O	**Chrome LH/RH Tri-plane Mirrors, Heated,** Motorized, Mounted to Driver-Door & Passenger Front of Cab. Features: Heated on All Three Surfaces, Upper/Lower Mirrosr are Convex and Middle is a Flat Pane Motorized Mirror.	410	**15**
7610020	S	**(1) Air Horn 15" Painted** Mounted under cab.	0	**0**
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	509	**10**
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	139	**6**
7728040	O	**Bluetooth Phone and Audio Requires USB Port**	66	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
7728050	O	**USB Port**	66	**0**
7788335	S	**Global Telematics Hardware**	0	**0**
7851330	O	**Cab Tilt Pump Air Assist**	509	**0**
7851870	O	**Rain Gutters Over Driver and Passenger Doors**	84	**8**
7852150	S	**Peterbilt Pantograph Windshield Wipers** With intermittent feature.	0	**0**
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	37	**13**
7900270	O	**Fire Extinguisher, Cab Mounted** Hazmat approved UL listed/rated ABC	75	**12**
7901090	O	**Ecco DS-1500 Reverse Motion Sensor** Use with backup alarm	332	**1**
7901130	O	**Backup Alarm (107 DB)**	112	**3**
8011850	S	**Transmission Oil Temperature (Main)** Located in Digital Cluster Display.	0	**0**
8021315	S	**Air Restriction Indicator** Mounted on exhaust stanchion	0	**0**
8031120	O	**Warning Light Battery Disconnect, Switch Engaged** Marker light external mounted	14	**0**
8070260	O	**Switch To Deactivate ATC Traction Control** Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state.	0	**0**
8070880	O	**Main Instrument Panel (Nat Gas)** Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	83	**0**
8110150	O	**Headlights Single Rectangular LED** Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.	996	**0**
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	**0**
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with full truck only, not available with tractor	0	**0**
8133960	O	**Daytime Running Lights** The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0	**0**
8134160	O	**Self-Canceling Turn Signal**	0	**2**

Sales Code	Std/ Opt	Description	$ List	Weight
Paint				
8500710	S	**Standard Paint Color Selection**	-200	**0**
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0	**0**
Shipping Destination				
Options Not Subject To Discount				
9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0	**0**
9407147	O	**Fuel Price Index Factor $342 NET**	342	**0**
9408626	O	**SmartLINQ RD - 5YR Sub** Cummins Engines	799	**0**
9408703	O	**Base Warr: Emissions 5YR/100K MI**	0	**0**
9408982	O	**Vehicle Layout** Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this.	1,500	**0**
Miscellaneous				
9409055	O	**State Of Registry: California**	0	**0**
9409641	O	**Model Year 2026 Engine**	0	**0**
9409749	O	**2024 Series Emissions Engine**	0	**0**
9409843	O	**Peterbilt Sourcewell Program Code** Applicable with Marketing Programs Only. No CAR allowed	0	**0**
Promotions				

Sales Code	Std/ Opt	Description	$ List	Weight

Special Requirements

Special Requirement 1 0098010
Special Requirement 2
Special Requirement 3
Special Requirement 4

Fuel Efficiency Score:

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$310,976	
Marketing and Service Support Fee		$1,725
Prepaid Freight		$4,500
Total Surcharge/Options Not Subject To Discount		$2,641
Total Weight (lbs)		16,453

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Shipping Destinations

Intermediate Destination: NONE

Final Destinations	Quantity

CLASS 8

Warranty
Quick Reference Guide

This is a Quick Reference Guide "ONLY"

It is an itemized general listing of the components and/or items used in the assembly of a Peterbilt Vehicle and their respective level of warranty coverage. This list is NOT to be construed as all-inclusive.
Refer to the complete text of the Peterbilt Warranty Agreement Cat. No.5201, 5278, 5018 for specific details on the terms, conditions and limitations of said agreement.

BASIC VEHICLE WARRANTY

12 Months / 100,000 Miles / 160,000 Kilometers whichever comes first

- Air Cleaner System (Excludes Filter Element)
- Air Conditioner System
  - Accumulator
  - Actuators, HVAC
  - Blend, Mode, Fresh Air Doors
  - Blower Motor & Wheel
  - Coil, Heater
  - Compressor, Freon
  - Condenser
  - Control, HVAC
  - Drain Valve & Hose
  - Expansion Valve
  - Evaporator
  - Freeze Control Switch
  - Hardlines, Refrigerant
  - Heater Hoses & Clamps
  - Low/High Pressure Switches
  - O-rings
  - Receiver -Dryer
  - Resistor
- Airshield
- Air System
- Air Compressor (Bendix)
- Air Dryer & Purge Valve
- Air Governor
- Air Tank & Drain Valve
- Alternator
- Antenna
- Auxiliary Heater Assembly (Espar)
- Auxiliary Transmissions
- Battery (PACCAR)
- Battery/Tool Box Assembly
- Battery Hold Downs
- Brake - Disc
  - Chamber
  - Camshaft
  - Spider
  - Drum (Excludes Scored or Heat Checked)
- Bumper (Includes Aerodynamic Type)
- Cab
  - Heater and Duct
  - Side Extender
  - Skirt
  - Water Leak
  - Tilt Mechanism (Includes Pump)
- Charge Air Cooler
- Charge Air Cooler Hoses & Clamps
- Circuit Breakers
- Clamps, Turbocharger Air Inlet
- Clock (Analog / Digital)
- Clutch, Clutch Linkage
- Collision Avoidance System
- Control Cable
- Cooling Module
- Cruise Control Component
- Deck Plate Lamp
- DEF Heater Control Relay
- DEF Heater Coolant Control Valve
- DEF Heated Lines
- DEF Heating Elements
- DEF Heating Fittings on Supply Module
- DEF Lamp
- DEF Tank
- Door Latch, Lock and Hinge
- Door Pad and Soft Trim
- Driveline, U-Joint and Center Bearing
- Driveline Midship Plate
- Electrical Power Distribution Box
- Electrical Printed Circuit & Harness (Excludes Fuse)
- Engine Related Components
  - Engine Brake (PACBrake)
  - Dipstick and Tube
  - Fan, Fan Clutch and Sending Unit
  - Fan Shroud
  - Heater
  - Manufactured Messaging Products
  - Mount
  - Shutdown System
- Exhaust Stanchion
- Exhaust piping, clamps, gaskets
- Fairing
- Fuel
  - Tank
  - Tank Strap, Cap and Vent
  - Fuel Water Separator and/or Heater
  - Gauge and Sending Unit
- Heat Shield
- Hood Assist Spring and Hook
- Horn - Air or Electric
- Hose and Fitting (Excludes Rubbed or Loose)
- Hub Assembly (Excludes Bearing & Races)
- Hub Caps
- Hubometer
- Ignition Timer
- Instruments
- Lift/Tag/Pusher Axle
- Lift/Tag/Pusher Suspension
- Light Fixture (Excludes Bulb)
- Mirror
- Mud Flap Bracket (Excludes Mud Flap)
- Muffler
- Muffler Clamps
- Muffler Standpipe
- Navigation System (Smart Nav)
- Plating (Includes Chrome)
- Power Steering Pump
- Power Steering Reservoir
- Quarter Fender
- Radiator (Includes Header Gasket)
- Radiator Cap
- Radiator Mounting Brackets
- Radiator Mounting Bushings
- Radiator Tie Rods
- Radio/CB (Unlimited Mileage)
- Relay
- Seat Assembly
- Seat Belt
- Seat Structure
- Shift Control
- Shock Absorber
- Slack Adjuster
- Sleeper Boot
- Sleeper Extender
- Speaker
- Starter
- Steering
  - Shaft and U-Joint
  - Drag Link
  - Gear Mounting Bracket
  - Pitman Arm
- Steering Wheel and Column
- Step
- Supplemental Restraint System (Rollover Airbag)
- Suspension
  - Axle
  - Beams
  - Dowel Pin
  - Height Control Valve
- Suspension - Continued
  - Height Control Valve Bracket
  - Height Control Valve Linkage
  - Shock Bracket & Stud
  - Spring, Air
  - Spring Bracket
  - Spring, Leaf
  - Spring Pin
  - Spring Saddles
  - Spring Shackle & Pins
  - Torque Rods
  - Tracking Rods & Brackets
  - U-Bolts & U-Bolt Saddles
- Cab
  - Height Control Valve
  - Height Control Valve Bracket
  - Height Control Valve Linkage
  - Spring, Air
- Sleeper
  - Height Control Valve
  - Height Control Valve Bracket
  - Height Control Valve Linkage
  - Spring, Air
  - Suspension Bushings
- Switches
- Throttle Linkage and Cable
- Transfer Case
- Transmission Shift Control & Oil Cooler
- Turbocharger Piping, Clamps & Gaskets to Inlet of SCR
- Upholstery (Excludes Wear)
- Valve, All
- Vent - Fresh Air
- Visor (Outside and Inside)
- Weather Stripping
- Wheel Bearing (Wear Not Covered)
- Window Defroster Fan
- Window Lift (Includes Power Lift)
- Window Regulator
- Windshield Washer
- Wiper Arm (Excludes Wiper Blade)
- Wiper Motor and Control Valve
- Wiring and Connectors (Excludes Visible Rubbed or Loose)

PAINT

- Cab, Hood, Sleeper Paint	12 Months 100,000 Miles / 160,000 Kilometers
- Frame Paint - Black Only	12 Months 100,000 Miles / 160,000 Kilometers
- Frame Paint - All colors other than black	6 Months 50,000 Miles / 80,000 Kilometers
- Frame Paint - Logger, Mixer, Dump, Refuse, Oil Field & Construction applications	3 Months 25,000 Miles / 40,000 Kilometers

MAJOR COMPONENTS

36 Months or 300,000 Miles/480,000 Kilometers whichever shall occur first. 100% Parts and Labor

Axle - Eaton, Meritor and Dana Spicer Axles, Non-Driving and Driving, Single Speed, On-Highway with a Capacity of 46,000 Lbs. or Less (Includes Axle Input and Output Seals)(Excludes Axle Shaft Flange Gaskets, Brake Drums, Brake Shoes, Filters, Hub Assemblies, Hub Caps and Gaskets, Wheel Bearings and Wheel Seals)

Brakes – Bendix and Meritor (except air Disc Brakes)
Applies to Brackets, Cam Shafts, Slack Adjusters and Spiders

Cab, Hood, Hood Half-Fenders, and Sleeper Structure
Cab Fasteners (Excludes Add-On Aerodynamic Devices)

Sheppard and TRW Steering Gears

Manual Transmissions (Excludes Oil Coolers and Shift Controls)

Eaton Auto Shift Transmission

PACCAR 40k Tandem Axle

Line Haul (ave. 60,000 mi / 96,000 km annually)	60 mo. / 750,000 mi /1,200,000 km
Regional Haul & Pick-up & Delivery	24 mo. / Unlimited miles / kilometers

FRAME RAILS, GUSSETS, CROSSMEMBERS AND CAB / HOOD / or SLEEPER CORROSION

60 Months or 500,000 Miles/800,000 Kilometers whichever shall occur first. 100% Parts and labor

Frame Side Rails, Crossmembers, Gussets, A-Braces

Cab, Hood and Sleeper perforation caused by corrosion from within. Corrosion warranty applies to perforation - an actual hole in a cab, hood or sleeper panel due to corrosion. Warranty does not apply to corrosion caused by damage to a cab panel or finish paint.

OTHER COVERAGES

12 Months or 50,000 Miles/80,000 Kilometers whichever shall occur first. 100% Parts and Labor

Axle Shaft Flange Gaskets	Wheel Seals (Except LMS)
Hub Cap Gaskets	All Gaskets and Seals not specified above

General Warranty Exclusions

- The following components are warranted directly to you by their respective manufacturer, and are not warranted by Peterbilt Motors Company: Engine and Engine Manufacturer's Accessories, Engine Brake (except PAC Brake), Automatic Transmissions, Tires, Tubes, Fifth Wheel, Pintle Hooks, Hitch, Wheels and Batteries not listed.
- Peterbilt does not warrant antifreeze, lubricants, bulbs, fuses, filters, mud flaps, reflectors, winter fronts, wiper nozzles or wiper blades. Trade accessories such as fire extinguishers, chains, emergency kits and tools are not warranted.
- Peterbilt is not responsible for storage deterioration, wear, and changes in adjustment resulting from normal service. This includes brake and clutch linings, drive belts, wheel balance and axle alignments or upholstery.
- Peterbilt does not warrant metallic chassis (frame) paint. Peterbilt is not responsible for paint chipping or fading, peeling from frame bolts relating to maintenance, or paint peeling from road chemical damage.
- Damage due to accident, misuse, negligence, improper or inadequate maintenance, or unauthorized modification is not warranted. Failure of replacement parts used to repair above conditions are not warrantable.
- Vibrations, squeaks, fitting and hose leaks, unusual noises, rattles, loose nuts/bolts and hose and electrical connections can develop during the early shakedown trips of the vehicle. Up to 25,000 miles/40,000 kilometers, but not later than 90 days after date of delivery, the necessary adjustments will be made without charge. Such developments after this period are usually the result of use and are not warrantable items.
- Peterbilt is not responsible for damage resulting from engine horsepower/torque upgrades.

NON - WARRANTABLE COMPONENTS/ITEMS

 # File with Engine Manufacturer

Engine (see engine coverage)
Engine Accessories
Air Compressor (Engine Manufacturer)
Add-on Aerodynamic Device (Dealer Installed)
Antifreeze Solution
Automatic Transmission (Allison)
Brake Lining
Bulb
Fifth Wheel
Filter Element
Fire Extinguisher
Flag and Flare Kit
Fuel
Fuse
Light Bulb
Lubricant
Mudflap
Pintle Hook
Non-Original Equipment
Power Converter
Reflector
Refrigerator
Tire
Tow Pin
Wheels
Winter Front and Bug Screen
Wiper Blade
Wiper Nozzle

NON - WARRANTABLE:

WEAR, DETERIORATION and/or ADJUSTMENTS

Peterbilt assumes no responsibility for wear and/or Deterioration of parts or Changes in Adjustment as a result of Normal Service.

Examples:
Brake Adjustment
Brake Drum
Brake Lining
Bushings (Serviceable)
Clutch Facing
Engine accessory belt
Fuse
Key Fob
Wheel Bearings
Mattress
Paint Chip and/or Fade
Soft Trim and Upholstery
Stainless Steel Discoloration
Tightening a Bolt and/or Fitting
Wheel and/or Axle Alignment
Window and Windshield Glass

This list is NOT to be construed as all-inclusive

NON - WARRANTABLE FUNCTIONS OR ACTS

Any Vehicle on Which the Odometer has been Altered
Any Vehicle that has been Altered or Modified in a Manner Unauthorized by Peterbilt
Damage Due to Accidents
Dyno Testing (Without Prior Regional Authorization)
Improper or Insufficient Maintenance Service
Misuse
Negligence
Storage (Includes Deterioration)
Towing and Road Calls
Transport
Troubleshooting and Road Testing

Revised 04/17

Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all services performed by Rush for a customer, including repair, maintenance and installation services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

Ray Gaskin Service

14572 Ranco Vista Dr
Fontana, CA 92335
www.raygaskinservice.com
Prepared by: Bobby Ziello
Cell- 909-717-8005

Quote
Date 4/15/2026
Valid for- 90 days

Customer

City of Redlands

Description	Quantity	
2026 American Roll Off/ Palfinger ART75-24 roll off body	1	
Painted Black		
Chelsea PTO and Pump 24GPM		
75,000 LB Capacity		
All LED DOT Lighting on light bar		
Dual inboard single stage lift cylinders		
Single stage reeving cylinder		
35 Gallon hydraulic tank frame mounted		
7/8” x 862" EIPS 6 x 37 domestic cable, fixed length with swivel hook		
Saftey Vision Dual Camera system (Hopper, Back Up)		
Fender Kit M20 Plastic tandem fenders		
Inside Controls- 2 bank air controls		
Pioneer Rack & Pinion Tarp System-		
Folding ICC Bumper		
Tool Box 18"x22"x36"		
Adjustable box size hooks		
Build time ETA- 180 days after receipt of Purchase order		
Warranty: Standard 1yr Structural Warranty,		
1yr hydraulic warranty, and 1yr cylinder warranty		
Paint: Body acrylic Utethane Enamel Color: Paint Code TBD		

Terms and Conditions

1. Does not include takes or fees unless otherwise noted
2. Valid for 30 days unless otherwise noted
3. Please return after signing or submit Purchase Order to comfirr

Customer acceptance (Sign Below)

x _____ Date: _____

Print name here:

If you have any questions regaurding this price quote please contact
Bobby Ziello at Bobby@raygaskinservice.com
Thank you for your Business!

Sales Quotation

Hexagon Agility

3335 Susan Street, Suite 100
Costa Mesa, CA 92626;
US

Quote #: Q-02953-1
Date: 3/27/2026
Expires On: 9/23/2026
Quoted By: Craig Kerkman
Email: craig.kerkman@hexagonagility.com

Quoted For: Ray Gamez
Email: gamezr@rushenterprises.com
Phone: 5625661865
Bill To: Rush Peterbilt Pico Rivera Store
8830 East Slauson Ave.
Pico Rivera, CA 90660 United States
End User: Allan Company

Payment Term: Net 30 Days
Delivery Method:
Terms of Delivery:
Installer:
Terms of Location:
Planned Ship Date:

QTY	DESCRIPTION
1.00	ProRail 45 (int. FMM with Blue iQ), Requires 95" of clear frame space for install. Standard Paint – Matte Black
1.00	Add-on ProRail 45 (no FMM), Requires 95" of clear frame space for install. Standard Paint – Matte Black
1.00	Truck; Front Bumper (Timed Fill) includes installation
1.00	Dual ProRail installation at Salisbury, NC or Fontana, CA
TOTAL:	

Terms & Conditions
For Fuel System installation: Additional charges may be incurred if chassis does not meet specified space requirements or if any modifications are needed. Fuel is not provided unless otherwise specified. If fuel is specified, system will be fueled to a minimum of 2000 psi.

Effective immediately, in the event of chassis delays extending significantly beyond the customer requested delivery date, Hexagon reserves the right to require a Customer deposit in the amount of the price of the fuel system, as further set forth in the Standard Terms and Conditions and Warranty.

Standard lead times are 12-14 weeks from receipt of purchase order and placement of order. Lead times are dynamic Please check with your Sales Representative for up-to-date lead time information.

Vehicle layouts are necessary to ensure proper installation and eliminate interference of components on the truck. Failure to supply Hexagon Agility with a frame layout for review and approval could result in additional installation chargebacks.

By accepting this sales quotation, you hereby agree to Hexagon Agility's terms and conditions of purchase. Hexagon Agility's Terms and Conditions and Warranty, and applicable addenda, apply. Please download a copy at https://hexagonagility.com/terms-conditions-supplier-info/ .

To access technical documentation, visit our FleetCare Customer Service Portal by scanning the QR code or via web at https://hexagonagility.com/service .

HEXAGON and AGILITY are registered trademarks in the U.S. and other countries.

Return Policy at https://hexagonagility.com/customercare-warrantyreturns/ .


MODEL
520
A CLASS OF ITS OWN
Peterbilt

STREET TOUGH MEETS STREET SMARTS

MODEL 520

The Model 520 is built to withstand the harsh demands of the refuse industry. Powered by the lightweight PACCAR MX-11, the Model 520 delivers outstanding performance and reliability. New features include a redesigned gauge cluster with a 7-inch digital display that provides critical vehicle information and integrates with Advanced Driver Assistance Systems such as Bendix Fusion and side object detection.

The Model 520 incorporates many driver safety and comfort features including knurled exterior grab handles for a reliable grip, high-visibility bright yellow interior grab handles, LED headlamps and Electronic Stability Control (ESC). The updated VMUX electrical architecture and pre-configured frame layouts are optimized for seamless body integration. No matter the application, the Model 520 is designed to get the job done day in and day out.

DRIVER COMFORT & PRODUCTIVITY

The 520 interior features a thoroughly updated ergonomic dash design with a new gauge cluster and a 7-inch digital display. The switches are optimally placed within easy reach for maximum driver comfort and productivity. The center console features angled side panels for easy access to controls from either side.



POWER & PERFORMANCE

A PACCAR MX-11 engine provides outstanding power in a lightweight package and is fully integrated with the truck's electrical system for the ultimate in PTO Body control customization.



PACCAR MX-11

For more information on the Model 520, contact your local Peterbilt dealer or visit **peterbilt.com**.

MOVE TO ZERO

Setting new standards for performance and reliability with near-zero emissions.

L9N™





THE L9N.
MOVE TO ZERO.

Introducing the next generation of low-emission engine technology.

The Cummins Westport L9N natural gas engine is the next evolution of the industry-leading ISL G. It sets a new standard for performance and reliability while offering near-zero emissions. Leveraging the experience gained from over 80,000 Cummins Westport engines in service, the L9N delivers product improvements and emissions leadership that bus and truck customers can count on.

The L9N is available as a first-fit option from leading bus and truck manufacturers for a variety of applications such as urban transit, vocational and medium-duty truck and tractor, and shuttle and school bus.

Near-Zero Emissions

The L9N is certified to the California Air Resources Board (ARB) and Environmental Protection Agency (EPA) Optional Low NOx emissions standard of 0.02 g/bhp-hr — 90% lower than current emissions standards. It also meets the 2017 EPA greenhouse gas (GHG) emission requirements. Cummins Westport natural gas engines have met the 2010 EPA standard for particulate matter (0.01 g/bhp-hr) since 2001.

Natural gas is a low-carbon, domestically abundant fuel source. All Cummins Westport Inc. engines offer customers the choice of using compressed natural gas (CNG), liquefied natural gas (LNG) or renewable natural gas (RNG) as a fuel. RNG is pipeline-quality natural gas produced from the decomposition of organic wastes, which can come from a variety of sources such as dairy farm waste, landfills and urban waste treatment plants. Using RNG to fuel Cummins Westport ultra low emission engines provides additional and significant GHG reductions. Learn more with the Cummins Westport GHG Emissions calculator at **cwiplaybook.com.**

Next Generation Natural Gas Technology

Cummins Westport natural gas engines feature spark-ignited stoichiometric combustion with cooled exhaust gas recirculation. They use a simple maintenance-free Three-Way Catalyst (TWC) for consistent emissions control. Beginning in 2018, Cummins Westport natural gas engines include a new Engine Control Module (ECM), On-Board Diagnostics (OBD) capability, an enhanced TWC and a closed crankcase ventilation system.

L9N™



Maintenance

L9N Truck < 66,000 lbs (29,937 kg) GCVW

Maintenance Item^	Distance	Hours	Months
Oil and Filter*	15,000 mi (24,000 km)	500	6
Fuel Filter	30,000 mi (48,000 km)	1,000	9
Coolant Filter	15,000 mi (24,000 km)	500	6
Closed Crankcase Ventilation Filter	60,000 mi (96,000 km)	2,000	18
Spark Plugs	45,000 mi (72,000 km)	1,500	12
Cooling System Flush	60,000 mi (96,000 km)	2,000	18
Overhead Set Adjustment**	60,000 mi (96,000 km)	2,000	18
Ignition Coil Extension	300,000 mi (480,000 km)	10,000	5 yrs
Air Cleaner / Element	Follow manufacturer's published recommendations		

Consult your Owners or Operation and Maintenance manual for the complete daily and routine maintenance schedule.

^Based on a duty cycle of 30 mph / 48 kph average speed. Distance intervals may decrease based on average speed.
*Requires Natural Gas Engine Oil
**Initial overhead set adjustment at 1,000 hours.

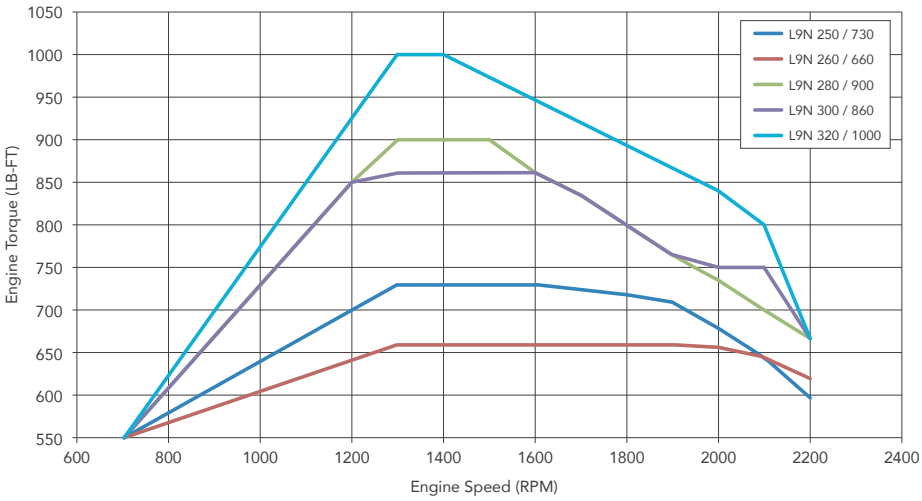
L9N Urban Transit Bus and Refuse Truck

Maintenance Item^	Distance	Hours	Months
Oil and Filter*	7,500 mi (12,000 km)	500	6
Fuel Filter	15,000 mi (24,000 km)	1,000	9
Coolant Filter	7,500 mi (12,000 km)	500	6
Closed Crankcase Ventilation Filter	30,000 mi (48,000 km)	2,000	18
Spark Plugs	22,500 mi (36,000 km)	1,500	12
Cooling System Flush	30,000 mi (48,000 km)	2,000	18
Overhead Set Adjustment**	30,000 mi (48,000 km)	2,000	18
Ignition Coil Extension	150,000 mi (240,000 km)	10,000	5 yrs
Air Cleaner / Element	Follow manufacturer's published recommendations		

Consult your Owners or Operation and Maintenance manual for the complete daily and routine maintenance schedule.

^Based on duty cycle of 15 mph / 24 kph average speed. Distance intervals may decrease based on average speed.
*Requires Natural Gas Engine Oil
**Initial overhead set adjustment at 1,000 hours.

Torque Curves





L9N Ratings

Truck & Refuse

Engine Model	Advertised hp (kW) @ rpm	Peak Torque lb-ft (N-m) @ rpm	Governed Speed
L9N 250	250 (186) @ 2200	730 (990) @ 1300	2200 rpm
L9N 260	260 (194) @ 2200	660 (895) @1300	2200 rpm
L9N 280	280 (209) @ 2000	900 (1220) @ 1300	2200 rpm
L9N 300	300 (224) @ 2100	860 (1166) @ 1300	2200 rpm
L9N 320	320 (239) @ 2000	1000 (1356) @ 1300	2200 rpm

School & Shuttle Bus

Engine Model	Advertised hp (kW) @ rpm	Peak Torque lb-ft (N-m) @ rpm	Governed Speed
L9N 250	250 (186) @ 2200	730 (990) @ 1300	2200 rpm
L9N 260	260 (194) @ 2200	660 (895) @1300	2200 rpm
L9N 280	280 (209) @ 2000	900 (1220) @ 1300	2200 rpm
L9N 300	300 (224) @ 2100	860 (1166) @ 1300	2200 rpm

Transit Bus

Engine Model	Advertised hp (kW) @ rpm	Peak Torque lb-ft (N-m) @ rpm	Governed Speed
L9N 280	280 (209) @ 2000	900 (1220) @ 1300	2200 rpm
L9N 320	320 (239) @ 2000	1000 (1356) @ 1300	2200 rpm

Engine Features & Enhancements

New Engine Control Module (ECM)
The ECM provides full monitoring and control of the engine sensors, and the fuel and ignition systems. Cummins Westport 2018 engines feature a new ECM, Model CM2380, which offers faster processing to support heavy duty OBD requirements (500K baud rate). It is also telematics capable, and provides improved diagnostics and durability.

On-Board Diagnostics (OBD)
The OBD system continuously monitors the engine and after-treatment system. It gives the vehicle owner or repair technician electronic access to the status of various vehicle subsystems for diagnostic purposes. A Malfunction Indicator Lamp (MIL) is connected to the OBD system and is located on the vehicle's instrument panel. If the OBD system detects a malfunction related to the emissions control system, the MIL will come on and alert the operator. The engine will continue to operate normally until a diagnosis is made.

Closed Crankcase Ventilation (CCV) system
A CCV system reduces engine emissions by capturing crankcase emissions and rerouting these gases back to the engine. This results in more complete combustion and lower emissions.

Enhanced Three-Way Catalyst (TWC)
TWCs are effective, simple, passive devices. They provide consistent emissions control performance, are maintenance-free and can be mounted vertically or horizontally on the vehicle. Cummins Westport engines don't require active aftertreatment such as a diesel particulate filter or selective catalytic reduction.

High-Energy Ignition System
New ignition control module – provides better performance and improved spark plug and coil durability, plus self-diagnostics.

Control System
Full drive-by-wire ECM provides full monitoring and control of engine sensors, fuel system and ignition system. Full interface capability to Cummins INSITE™ and diagnostic service tools.

Electronic Features
- Road-speed governing
- Accelerator interlock
- SAE J1587/J1939
- Power Take-Off (PTO) control
- Cruise control
- Engine protection system

Wastegate Turbocharger
Water-cooled bearing housing for durability. Electronic control for precise air handling.

Specifications

NOx Emission	0.02 g / bhp-hr. (90% below EPA)
Maximum Horsepower	320 HP | 239 kW
Peak Torque	1,000 LB-FT | 1,356 Nm
Governed Speed	2200 RPM
Type	4-cycle, spark-ignited, in-line 6-cylinder, turbocharged, CAC
Engine Displacement	540 CU IN | 8.9 LITERS
Number of Cylinders	6
Operating Cycles	4
Net Weight (dry)	1,625 lb | 737 KG
Fuel Type	CNG / LNG / RNG
Aftertreatment	Three-Way Catalyst

Base Warranty

Cummins Westport engines feature the same factory base warranty coverage as Cummins diesel engines. For transit and shuttle bus engines, a standard 2-year, unlimited-miles/kilometers warranty with full parts and labor coverage on warrantable failures* applies. For school bus engines, standard coverage is 5 years/100,000 miles (160,934 km), whichever comes first. For truck customers, full engine coverage is provided for 2 years/250,000 miles (402,336 km), whichever comes first. Major components coverage is also available – contact your local Cummins distributor or Cummins Westport representative for details.

*Covers defects in Cummins materials or factory workmanship

Extended Coverage

Cummins Westport Inc. also offers a variety of extended coverage plans to meet every customer's need. For full extended coverage plan details, contact your local Cummins distributor or Cummins Westport representative.

Better Customer Care

Cummins Westport-powered vehicles are supported by the Cummins service network, the largest and most capable in North America. Cummins-authorized technicians are fully trained on Cummins Westport natural gas engines, with ready access to Cummins parts and warranty support. For questions regarding your Cummins Westport engine or for assistance in finding a repair facility in the United States or Canada, call Cummins Care at 1-800-CUMMINS™ (1-800-286-6467).

1 800 CUMMINS™
CUMMINS CARE
ALWAYS ON

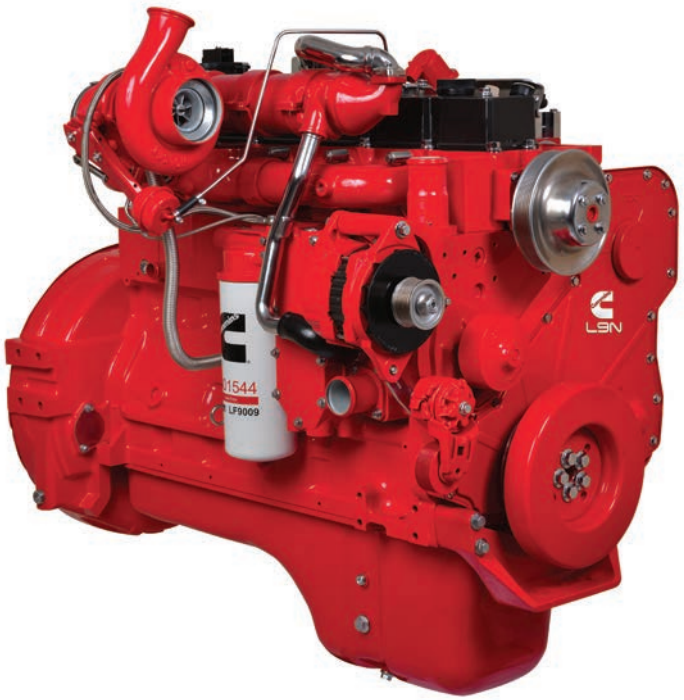
Cummins Westport – The Natural Choice

Cummins Westport designs, engineers and markets 6- to 12-liter spark-ignited natural gas engines for commercial transportation applications such as trucks and buses. Our natural gas engines are manufactured by Cummins, and are available from leading truck and bus manufacturers.

Natural Gas Playbook

To learn more about how to incorporate natural gas engines into your fleet, visit our Natural Gas Playbook website. We'll guide you through what you need to know to ensure a successful implementation and operation of your natural gas engines.

cwiplaybook.com



Cummins Westport

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Ask for the Allison

RDS

RUGGED DUTY SERIES

Ask your truck dealer for a complete listing of vehicle models featuring Allison Rugged Duty Series transmissions, or contact your Authorized Allison Distributor. For the dealer close to you, visit **www.allisontransmission.com.**

Allison Transmission

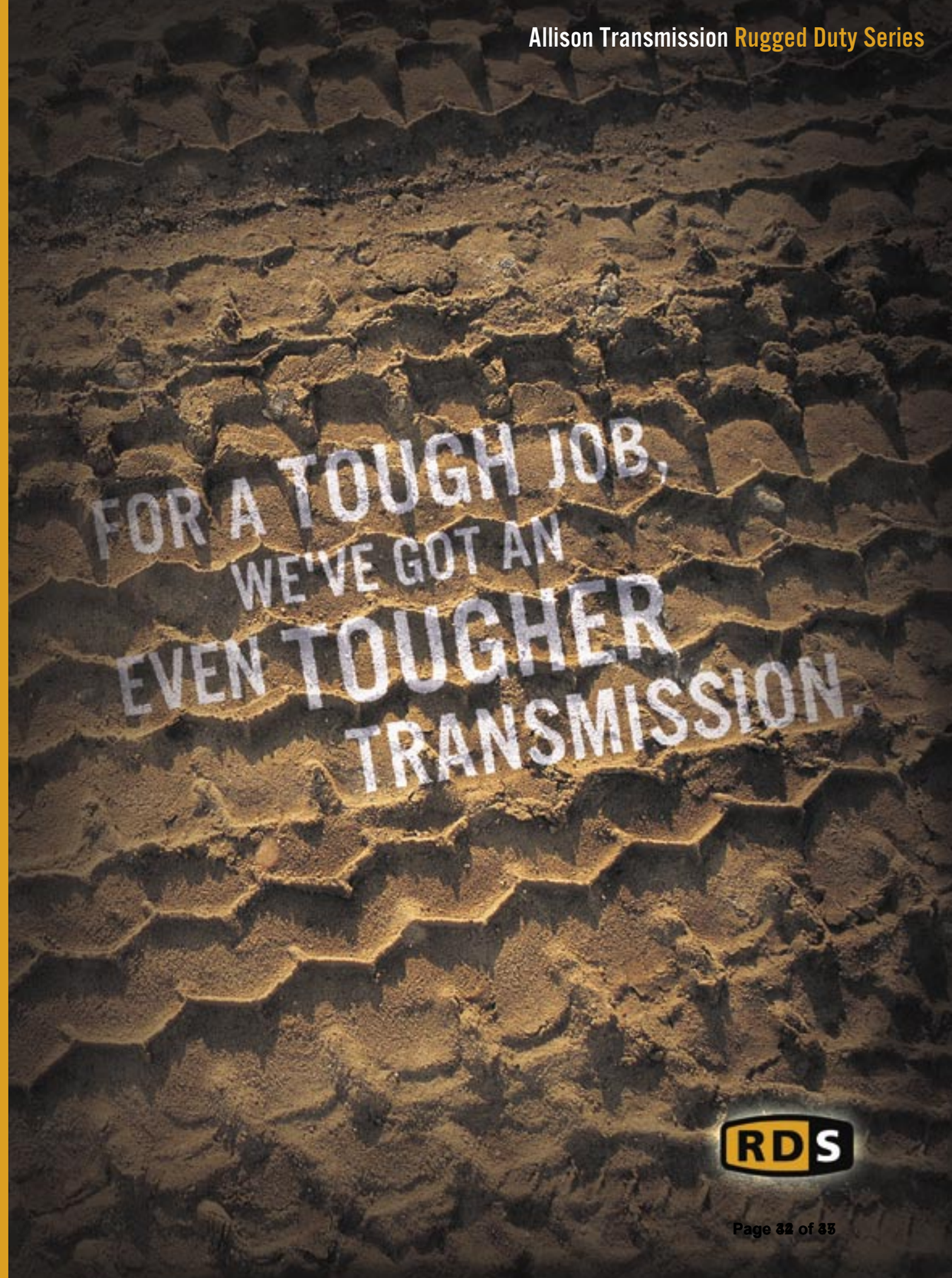
P.O. Box 894, Speed Code PF3
Indianapolis, Indiana 46206-0894

1-800-252-5283

Information or specifications subject to change without notice or obligation.

SA3743EN (2003/10) Litho in U.S.A.
ISO/QS 9000 and ISO 14001 Certified

Rush Truck Centers of California, Inc. dba Rush Truck Center, Los Angeles



THE TRANSMISSION WITH A WORK ETHIC AS STRONG AS YOURS.

Think of the roughest job site. The most grueling route. The toughest terrain. Now think about how your trucks and your drivers are going to handle the challenge. If you've got the Allison Rugged Duty Series (RDS) automatic transmissions in your trucks, it's no sweat.

Introducing

RDS

RUGGED DUTY SERIES

Rush Truck Centers of California, Inc. dba Rush Truck Center, Los Angeles



Allison RDS transmissions provide an extended torque range, higher GVW capacity and advanced electronic controls to get more out of the latest engines, while putting more control to the wheels. They're engineered to take whatever you have to throw at them. And proven reliable in the field.

Each model is designed to meet the demands of your business and provide exceptional value. Rest assured, Allison has designed a transmission specifically for the way you work.

Rugged. Duty.

ENGINE hp (kW)	TORQUE lb-ft (N•m)
300–540 (224–403)	550–1590 (746–2156)
GVW lbs (kg)	RDS
19,500–80,000 (8,845–36,288)	



1000 RDS, 2100 RDS, 2200 RDS, 2500 RDS	3000 RDS, 3500 RDS	4000 RDS, 4500 RDS, 4700 RDS

Any vehicle that operates on/off highway and/or requires a PTO requires an Allison RDS.

- Dump
- Concrete Mixer
- Landscaping
- Snow Plow
- Utility
- Tow
- Refuse Front/ Side/Rear Loader
- Refuse Roll On/Roll Off
- Agriculture
- Recycling
- Liquid Delivery

THE 3000 RDS — Increased horsepower and torque ratings

- Uprated to 370 hp (MD 3060 285 hp)
- Uprated to 1100 lb-ft (MD 3060 800 lb-ft)

The 4000 RDS horsepower and torque ratings also increased.

The newly designated 1000, 2100, 2200 and 2500 RDS transmissions offer a variety of features ideally suited for on-/off-highway vocational usage. The 1000, 2100 and 2200 RDS models feature high-density start and stop calibrations* providing improved shift operation, especially in congested traffic environments. The 2500 RDS is rated up to the maximum Class 7 weight range of 33,000 lbs. GVW.

Weight. Management.



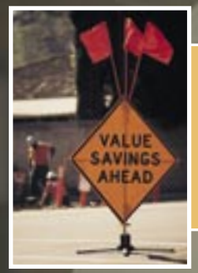
*Calibrations are required for the 1000, 2100 and 2200 RDS.



Convert a fleet to the Allison RDS, and watch driver productivity soar. Drivers with Allison Automatic-equipped vehicles are able to make more deliveries per day (compared to AMT- or manual-equipped vehicles) because the Allison Automatic shortens route times.

In a recent USAC-sanctioned study* an Allison-equipped truck completed a typical delivery route 9% faster than a comparably equipped AMT truck. If a vehicle averages 10 stops a day, that is one extra stop per day and nearly four extra productive hours a week, per truck.

An increase in productivity.



Allison Automatics retain their value over the life of the vehicle, while manuals hold little to no value at trade in.

Depending upon the weight class or vocation, owners of Allison Automatics could expect to receive 10% of the total trade-in vehicle value for the transmission.

Smart. Real smart.

The Allison RDS has brains in addition to its brawn. Optional electronic control packages provide precisely the performance features you need to get the job done.

Integrates PTO operation with the transmission system so you can command how and when the PTO engages. The ECU monitors operating conditions to minimize potential damage and hazards.



PTO
ENABLE

When the PTO switch is open, the transmission will not shift into range. It's like an extra set of eyes – making sure there are no unwanted shifts out of Neutral when auxiliary equipment is in operation.



AUXILIARY
FUNCTION RANGE INHIBIT

When the vehicle comes to a stop, the transmission's electronic controls automatically command to Neutral. The driver must re-select a moving range to shift out of Neutral.



AUTOMATIC
NEUTRAL

You choose the range and an auxiliary vehicle system to activate at a chosen range. The Range Indicator provides a useable electric signal when the transmission shifts to the chosen range.



RANGE
INDICATOR

When you activate Fourth Lockup to Pump and select Drive, the transmission operates in direct drive fourth gear with the converter in lockup. When deactivated, normal automatic shifting can resume.



FOURTH LOCKUP
TO PUMP



Vocation	Additional Productivity Per Day	Average Revenue Per Stop	Additional Revenue Per Week	Additional Revenue Per Year
Construction Dump	One Stop	$55	$275	$13,200
Construction Mixer	One Stop	$250	$1,250	$60,000

The Allison RDS warranty covers 100% parts and labor with unlimited mileage. The 1000, 2100, 2200 and 2500 RDS have three-year standard coverage. The 3000, 3500, 4000, 4500 and 4700 RDS have two-year standard coverage. Extended Transmission Coverage (ETC) is available on all models at an additional cost.

A comprehensive warranty.



You can get in and out of the job site faster, safer and more efficiently with the RDS Allison Automatics. For more information, contact your Allison Transmission representative or visit **www.allisontransmission.com.**

Ask for the Allison RDS

* USAC certified testing conducted on a city and highway course with two identical trucks, with the exception that one was equipped with an Allison Automatic and the other was equipped with an automated manual transmission. Your results may vary, depending upon driver and vehicles.
Rush Truck Centers of California, Inc. dba Rush Truck Center, Los Angeles

Ratings and Specifications

RATINGS

MODEL	RATIO	PARK PAWL	INPUT POWER[1]	INPUT TORQUE[1]	INPUT TORQUE W/SEM[1,2]	TURBINE TORQUE[3]	GVW	GCW
			hp (kW)	lb-ft (N • m)	lb-ft (N • m)	lb-ft (N • m)	lbs (kg)	lbs (kg)
1000 RDS	Close Ratio	Yes	340 (254)	550 (746)	565 (766)	850 (1152)	19,500 (8,845)	26,000 (11,800)
2100 RDS	Close Ratio	No	340 (254)	550 (746)	565 (766)	850 (1152)	26,000 (11,800)	26,000 (11,800)
2200 RDS	Close Ratio	Yes	340 (254)	550 (746)	565 (766)	850 (1152)	26,000 (11,800)	26,000 (11,800)
2500 RDS								
– On/Off Highway	Wide Ratio	No	300 (224)	550 (746)	565 (766)	850 (1152)	33,000 (15,000)	33,000 (15,000)
– Refuse	Wide Ratio	No	300 (224)	550 (746)	565 (766)	850 (1152)	24,200 (11,000)	–
3000 RDS								
– On/Off Highway	Close Ratio	–	370 (276)	1100 (1491)	–	1600 (2169)	80,000 (36,288)	80,000 (36,288)
– Refuse, Mixer	Close Ratio	–	350 (261)	960 (1300)	–	1575 (2135)	62,000 (28,123)	–
– Specialty PTO, HET	Close Ratio	–	370 (276)	1200 (1627)	–	1700 (2305)	–	–
3500 RDS								
– On/Off Highway	Wide Ratio	–	300 (224)	800 (1085)	–	1420 (1925)	80,000 (36,288)	80,000 (36,288)
– Refuse, Mixer	Wide Ratio	–	300 (224)	800 (1085)	–	1420 (1925)	60,000 (27,216)	–
– Specialty PTO, HET	Wide Ratio	–	315 (235)	950 (1288)	–	1450 (1966)	–	–
4000 RDS								
– On/Off Highway	Close Ratio	–	500 (373)	1550 (2102)	–	2450 (3322)	–	–
– Specialty PTO, HET	Close Ratio	–	540 (403)	1590 (2156)	–	2600 (3525)	–	–
4500 RDS								
– On/Off Highway	Wide Ratio	–	500 (373)	1550 (2102)	–	2450 (3322)	–	–
– Specialty PTO, HET	Wide Ratio	–	505 (377)	1550 (2102)	–	2600 (3525)	–	–
4700 RDS								
– On/Off Highway	Wide Ratio	–	500 (373)	1550 (2102)	–	2450 (3322)	–	–
– HET	Wide Ratio	–	540 (403)	1590 (2156)	–	2600 (3525)	–	–

1 Gross ratings as defined by ISO 1585 or SAE J1995. 2 SEM = engine controls with Shift Energy Management. 3 Turbine torque limit based on iSCAAN standard deductions.

ENGINE SPEEDS

BASE MODEL	FULL LOAD GOVERNED SPEED	IDLE SPEED IN DRIVE	OUTPUT SHAFT SPEED
	Min-Max (rpm)	Min-Max (rpm)	rpm
1000	2200-4600[1]	500-900	5000
2100/2200	2200-4600[1]	500-900	4500
2500	2200-4500[1]	500-800	3600[2]
3000	2000-2800	500-800	3600[2]
4000	1700-2300	500-800	–

1 Engines with full load governed speed greater than 3200 rpm require Application Engineering review. 2 Retarder-equipped models only.

GEAR RATIOS – TORQUE CONVERTER MULTIPLICATION NOT INCLUDED

MODEL	FIRST	SECOND	THIRD	FOURTH	FIFTH	SIXTH	SEVENTH	REVERSE
1000 RDS	3.10:1	1.81:1	1.41:1	1.00:1	0.71:1	–	–	-4.49:1
2100 RDS	3.10:1	1.81:1	1.41:1	1.00:1	0.71:1	–	–	-4.49:1
2200 RDS	3.10:1	1.81:1	1.41:1	1.00:1	0.71:1	–	–	-4.49:1
2500 RDS	3.51:1	1.90:1	1.44:1	1.00:1	0.74:1	–	–	-5.09:1
3000 RDS	3.49:1	1.86:1	1.41:1	1.00:1	0.75:1	0.65:1	–	-5.03:1
3500 RDS	4.59:1	2.25:1	1.54:1	1.00:1	0.75:1	0.65:1	–	-5.00:1
4000 RDS	3.51:1	1.91:1	1.43:1	1.00:1	0.74:1	0.64:1	–	-4.80:1
4500 RDS	4.70:1	2.21:1	1.53:1	1.00:1	0.76:1	0.67:1	–	-5.55:1
4700 RDS	7.63:1	3.51:1	1.91:1	1.43:1	1.00:1	0.74:1	0.64:1	-4.80:1

Rush Truck Centers of California, Inc. dba Rush Truck Center, Los Angeles

OPTIONAL RETARDER PROVISION – INTEGRAL, HYDRAULIC TYPE

BASE MODEL	TORQUE CAPACITY lb-ft (N • m)	POWER CAPACITY hp (kW)
3000		
– High	1600 (2170)	600 (447)
– Medium	1300 (1760)	500 (373)
– Low	1100 (1490)	400 (298)
4000[1]		
– High	2000 (2710)	600 (447)
– Medium	1600 (2170)	600 (447)
– Low	1300 (1760)	500 (373)

1 Only medium-capacity available on 4700 RDS.

TORQUE CONVERTER SPECIFICATIONS

BASE MODEL	TORQUE CONVERTER	NOMINAL STALL TORQUE
1000		
	TC-210	2.05
	TC-211	2.00
	TC-221	1.73
	TC-222	1.58
2000		
	TC-210	2.05
	TC-211	2.00
	TC-221	1.73
	TC-222	1.58
3000		
	TC-411	2.71
	TC-413	2.44
	TC-415	2.35
	TC-417	2.20
	TC-418	1.98
	TC-419	2.02
	TC-421	1.77
4000		
	TC-521	2.42
	TC-531	2.34
	TC-541	1.90
	TC-551	1.79
	TC-561	1.58

STANDARD POWER TAKEOFF PROVISION – CONTINUOUS OPERATION

BASE MODEL	MOUNTING PAD POSITIONS VIEWED FROM REAR	DRIVE GEAR RATING WITH ONE PTO	DRIVE GEAR RATING WITH TWO PTOS	DRIVE
		lb-ft (N • m)	lb-ft (N • m)	
1000	3 and 9 o'clock	250 (339)	200 (271)	Turbine
2000	3 and 9 o'clock	250 (339)	200 (271)	Turbine
3000[1]	4 and 8 o'clock	485 (660)	685 (930)	Engine
4000[1]	1 and 8 o'clock	685 (930)	1175 (1595)	Engine

1 PTO-delete option available.

PHYSICAL DESCRIPTION

BASE MODEL	LENGTH[1]	DEPTH[2] W/DEEP OIL PAN/SUMP	DEPTH[2] W/SHALLOW OIL PAN/SUMP	DRY WEIGHT
	in (mm)	in (mm)	in (mm)	lbs (kg)
1000				
– SAE No. 3 mounting	28.01 (711.4)	11.22 (284.9)	10.71 (272.0)	330 (150)
– SAE No. 2 mounting	28.29 (721.1)	11.22 (284.9)	10.71 (272.0)	330 (150)
2000				
– SAE No. 3 mounting	28.01 (711.4)	11.22 (284.9)	10.71 (272.0)	330 (150)
– SAE No. 2 mounting	28.29 (721.1)	11.22 (284.9)	10.71 (272.0)	330 (150)
3000				
– Basic model	28.16 (715.3)	12.90 (327.7)	11.13 (282.7)	535 (243)
– With PTO only	32.36 (822.0)	12.90 (327.7)	11.13 (282.7)	575 (261)
– With retarder only	28.16 (715.3)	12.90 (327.7)	11.13 (282.7)	615 (279)
– With PTO & retarder	32.36 (822.0)	12.90 (327.7)	11.13 (282.7)	655 (298)
4000/4500				
– Basic model	30.75 (781.1)	14.75 (374.7)	13.17 (334.6)	831 (377)
– With PTO only	33.62 (854.0)	14.75 (374.7)	13.17 (334.6)	893 (405)
– With retarder only	30.75 (781.1)	14.75 (374.7)	13.17 (334.6)	906 (411)
– With PTO & retarder	33.62 (854.0)	14.75 (374.7)	13.17 (334.6)	968 (439)
4700				
– Basic model	38.04 (966.3)	14.89 (378.2)	–	1087 (493)
– With PTO only	40.91 (1039.2)	14.89 (378.2)	–	1149 (521)
– With retarder only	38.04 (966.3)	14.89 (378.2)	–	1162 (527)
– With PTO & retarder	40.91 (1039.2)	14.89 (378.2)	–	1224 (555)

1 Length measured from flywheel housing to end of output shaft. 2 Depth measured below transmission centerline.

OIL SYSTEM

BASE MODEL	CAPACITY[1]	MAIN CIRCUIT FILTER	LUBE CIRCUIT FILTER	ELECTRONIC OIL LEVEL SENSOR (OLS)
	quarts (liters)			
1000		Spin-On Canister	–	–
– Deep Oil Pan	19 (18)			
2000		Spin-On Canister	–	–
– Deep Oil Pan	19 (18)			
3000		Integral	Integral	Standard
– Deep Oil Sump	29 (27)			
4000		Integral	Integral	Standard[2]
– Deep Oil Sump and PTO	51 (48)			
– Deep Oil Sump	48 (45)			

Recommended oil types for all models are TranSynd™ or Dexron®-III.

1 Transmission only. Does not include cooler, hoses or fittings. 2 4700 RDS retarder model must use 4-inch sump without OLS.

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Sourcewell

Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rush Truck Centers of Texas, L.P., 555 IH-35 South Ste. 500, New Braunfels, TX 78130 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities located in the United States that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, subject to the Notice of Security Interest attached hereto as Exhibit A for Participating Entities with deferred payment terms. Any warranties on any Equipment and Products sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the Equipment or Product. Supplier agrees to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Supplier warrants that all services performed by Supplier for a Participating Entity, including repair, maintenance, and installation services ("Services"), will be performed in a good and workmanlike manner in accordance with industry standards ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Equipment, Products and Services will be offered for sale to Participating Entities through Supplier and its affiliates as stated in Supplier's Proposal. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered

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Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

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4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities located in the United States that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

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1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

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- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the

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end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, brought or alleged by unaffiliated third parties arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by the negligent act or omission of Supplier relating to the Equipment, Products, or Services provided by Supplier under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

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work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:

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$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

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procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

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Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring

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solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Rush Truck Centers of Texas, L.P.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Michael Lyons 6583FB893EBF469...
By: _____	By: _____
Jeremy Schwartz	Michael Lyons
Title: Chief Procurement Officer	Title: Associate General Counsel
Date: 7/16/2024 | 5:23 PM CDT	Date: 7/16/2024 | 4:41 PM CDT

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Exhibit A

Notice of Security Interest

Notice Regarding Security Interest and Payment of Purchase Price

1. BMO Harris Bank N.A. or Navistar Capital (collectively, "Bank") financed or will finance the acquisition of each vehicle that Rush Enterprises, Inc. and its subsidiaries ("Rush") will in turn sell to you on deferred payment terms ("Vehicle"). Bank's agreement with Rush requires that Bank's security interest in each Vehicle continue until Bank receives the full amount that Bank financed for such Vehicle. Based on that agreement, your purchase of a Vehicle will be subject to Bank's prior, unrelinquished security interest, which will continue until Bank receives the total amount that Bank financed for such Vehicle.

2. By written notice to you, Bank may require you to pay the purchase price for Vehicles directly to Bank. If you pay any portion of the purchase price for a Vehicle directly to Bank, Rush will credit such payment(s) against the amount you owe to Rush.

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RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Rush Enterprises
Does your company conduct business under any other name? If yes, please state:	Rush Truck Centers of Texas, LP
Address:	555 IH 35 S. New Braunfels, Texas 78130
Contact:	Colton Kruse
Email:	krusec@rushenterprises.com
Phone:	830-302-5200 5219
HST#:	74-2786264

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Submitted By:	Colton Kruse
Email:	krusec@rushenterprises.com
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Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Rush Truck Centers of Texas, L.P.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rush Truck Centers of Texas, L.P. (RTC Texas) is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, a public company traded on NASDAQ under the symbols RUSHA and RUSHB, began operations in Texas in 1965. Rush Enterprises operates its dealer network through state-based legal entities. A separate legal entity has been established for each state in which Rush operates, each of which is a wholly-owned subsidiary of Rush Enterprises. The following is a list of affiliates of RTC Texas that will be utilized to serve Participating Dealers outside of Texas under a resulting contract: Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of Arkansas, Inc., Rush MD Truck Centers of California, Inc., Rush Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of Illinois, Inc., Rush Truck Centers of Indiana, Inc., Rush Truck Centers of Kansas, Inc., Rush Truck Centers of Kentucky, Inc., Rush Truck Centers of Missouri, Inc., Rush Truck Centers of Nevada, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Utah, Inc., Rush Truck Centers of Virginia, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Rush Truck Center Phoenix, Rush Truck Center, Tucson, Rush Truck Center, Lowell, Rush Truck Center, Ceres, Rush Truck Center, Fontana Medium Duty, Rush Truck Center, Los Angeles, Rush Truck Center, San Diego, Rush Truck Center, Whittier, Rush Truck Center, Denver Medium Duty, Rush Truck Center, Denver, Rush Truck Center, Jacksonville, Rush Truck Center, Orlando, Rush Truck Center, Orlando Light & Medium Duty, Rush Truck Center, Orlando North, Rush Truck Center, Orlando South, Rush Truck Center, Atlanta, Rush Truck Center, Columbus, Rush Truck Center, Doraville, Rush Truck Center, Smyrna, Rush Truck Center, Tifton, Rush Int'l Truck Center, Boise, Rush Int'l Truck Center, Twin Falls, Rush Truck Center Bloomington, Rush Truck Center, Chicago Light & Medium Duty, Rush Truck Center, Elk Grove, Rush Truck Center, Olathe, Rush Truck Center, Springfield, Rush Truck Center, Las Vegas, Rush Int'l Truckc Center, Charlotte, Rush Truck Center, Cincinnati, Rush Truck Center, Columbus, Rush Truck Center, Dayton, Rush truck Center, Oklahoma City, Rush Truck Center, Tulsa, Rush Truck Center, Memphis, Rush Truck Center, Amarillo, Rush Truck Center, Austin, Rush Truck Center, College Station, Rush Truck Center, Corpus Christi, Rush Truck Center, Dallas Light & Medium Duty, Rush Truck Center, Dallas Medium Duty, Rush Truck Center, El Paso, Rush Truck Center, Houston, Rush Truck Center, Houston Medium Duty, Rush Truck Center, Houston Northwest, Rush Truck Center, Laredo, Rush truck Center, Lubbock, Rush Truck Center, Pharr, Rush Truck Center, San Antonio, Rush Truck Center, Sealy, Rush Truck Center, Texarkana, Rush Truck Center, Waco, Rush Truck Center, Chester Other Rush locations that can support ancillary parts and service needs are: Rush Truck Center, Chicago, Rush Truck Center, Cleveland, Rush Truck Center, Colorado Springs, Rush Truck Center, Cotulla, Rush Truck Center, Dalhart, Rush Truck Center, Dallas, Rush Truck Center, Dallas South, Rush Truck Center, Effingham, Rush Truck Center, Farmington, Rush Truck Center, Flagstaff, Rush Truck Center, Fontana, Rush Truck Center, Fontana MD, Rush Truck Center, Fontana Vocational, Rush Truck Center, Ft. Worth, Rush Truck Center, Gainesville , Rush Truck Center, Gary, Rush Truck Center, Greeley, Rush Truck Center, Haines City , Rush Truck Center, Hickory, Rush Truck Center, Houston, Rush Truck Center, Houston MD, Rush Truck Center, Houston NW, Rush Truck Center, Huntley, Rush Truck Center, Idaho Falls , Rush Truck Center, Indianapolis, Rush Truck Center, Jacksonville East, Rush Truck Center, Jefferson City, Rush Truck Center, Joliet, Rush Truck Center, Jonesboro, Rush Truck Center, Joplin, Rush Truck Center, Kansas City , Rush Truck Center, Lake City, Rush Truck Center, Las Cruces, Rush Truck Center, Lewiston, Rush Truck Center, Lima, Rush Truck Center, Long Beach, Rush Truck Center, Lufkin, Rush Truck Center, Macon, Rush Truck Center, Memphis West, Rush Truck Center, Mobile, Rush Truck Center, Nashville, Rush Truck Center, North Little Rock, Rush Truck Center, Odessa, Rush Truck Center, Ogden, Rush Truck Center, Olathe, Rush Truck Center, Otay Mesa, Rush Truck Center, Phoenix East, Rush Truck Center, Pontoon Beach, Rush Truck Center, Pueblo, Rush Truck Center, Quincy, Rush Truck Center, Richmond, Rush Truck Center, Russellville, Rush Truck Center, Saint Joseph, Rush Truck Center, Salina, Rush Truck Center, Salt Lake City, Rush Truck Center, Sedalia, Truck Center, Springfield IL, Rush Truck Center, Springville, Rush Truck Center, St. George ,Rush Truck Center, St. Peters, Rush Truck Center, Sylmar, Rush Truck Center, Tampa, Rush Truck Center, Topeka, Rush Truck Center, Tyler, Rush Truck Center, Valdosta, Rush Truck Center, Ventura, Rush Truck Center, Victoria, Rush Truck Center, Victorville, Rush Truck Center, West Plains, Rush Truck Center, Wichita, Rush Truck Center, Wichita Falls, Rush Truck Center, Yuma	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	RTC Dallas Light & Medium Duty - 9L0Y5/DBT5CJKUV7S3 RTC San Antonio - 8LKV5/N19JWEGVFM79 List of CAGE Codes/UEIs for all other Rush locations with a SAM account is available on request.	*
5	Proposer Physical Address:	555 IH 35 South Ste. 500 New Braunfels, Texas 78130	*
6	Proposer website address (or addresses):	www.rushtruckcenters.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Whitt Michael Senior Director of Medium Duty Sales 555 IH-35 South Ste. 500 New Braunfels, Texas 78130 michaelw@rushenterprises.com (830) 302-5242	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Colton Kruse National Account Sales Manager 555 IH-35 South Ste. 200 New Braunfels, Texas 78130 krusec@rushenterprises.com (830) 302-5219	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Rush Truck Centers of Texas, L.P. (RTC Texas) is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, Inc. was founded in 1965 with (1) GMC dealership in Houston, Texas. Today we are publicly traded with over (140) locations representing (8) OEMs nationwide. Across those locations Rush Truck Centers employs over 8,000 people helping us to achieve an annual revenue of $7.2B at the close of 2023. Rush Enterprises, is traded on NASDAQ under the symbols RUSHA and RUSHB. Productivity, fairness, positive attitude, excellence, and integrity are the core values that Rush Truck Centers pushes each employee to embody every day. We work to continually make sure that our sales, parts, service & admin teams have any and all tools necessary to accomplish this mission ultimately resulting in the best customer experience possible. At Rush Truck Centers, our business philosophy is to truly create a welcome atmosphere where our industry experts and can help customers purchase equipment and keep their equipment on the road. We aim to do that through top notch customer service, as well as expanding our national dealer network to add more locations to better service our customer base. We are always looking for opportunities to grow and expand.
11	What are your company's expectations in the event of an award?	If awarded, Rush Truck Centers intends to showcase the award to all of our municipal, education and not for profit customers. As our sales, parts & service teams go out and call on this business sector we will use our industry knowledge and experience to provide a single source solution option to the customer base. The capability of bringing the ease of purchase through the Sourcewell contract with the customer base while offering Rush's top tier industry experience will make this a win win for any of our clients.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Rush Truck Centers is publicly traded on the Nasdaq, in 2023 Rush Enterprises reported $7.92B in revenue. We have attached our most recent SEC filing in the document upload section.
13	What is your US market share for the solutions that you are proposing?	The overall market share in 2023 for Rush Truck Centers was 6.2% of the Class 8 US Truck Market and 5.7% of the Class 4-7 US Truck Market.
14	What is your Canadian market share for the solutions that you are proposing?	Rush Truck Centers is not currently proposing a solution for the Canadian market.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Rush Truck Centers is best described as a distributor/dealer/reseller for this proposal. Rush is a contracted franchisee of the specific manufacturers represented on this proposal.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The Rush entities listed in item 2 are licensed in each applicable state as a representative of the manufacturers presented in this proposal. In addition, we have franchise contracts in place with each of the manufacturers on this proposal.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Does not apply.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Rush Truck Centers has been recognized by each of the manufacturers represented for performance and customer service levels.
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 15%, market dependent.
21	What percentage of your sales are to the education sector in the past three years	Approximately 5%, market dependent.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buyboard both State & National & H-GAC comprise between 250-350 units per year for an annual revenue in 2023 of $39.5MM.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Rush does not have any formal contracts in place with the GSA.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Austin, Texas	Janet Opheim	(512) 978-2634	*
City of Euless, Texas	Kyle McAdams	(817) 685-1598	*
City of DeSoto, Texas	Wade Williams	(972) 230-5714	*
City of Cedar Hill, Texas	Kenneth Atkins	(972) 291-5126 ext. 2840	
City of Houston, Texas	Daniel Davis	(281) 740-8030	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Provided chassis and bodied up equipment to the City of Austin.	108	$21,700,396.98	*
City of Phoenix	Government	Arizona - AZ	Provided chassis and bodied up equipment to the City of Phoenix.	86	$28,355,662.56	*
Virginia Department of Transportation	Government	Virginia - VA	Provided chassis and bodied up equipment to the Virginia Department of Transportation.	110	$18,650,715.50	*
Illinois Department of Transportation	Government	Illinois - IL	Provided chassis and bodied up equipment to the to the Illinoi Department of Transportation.	104	$14,934,920.93	*
Ohio Department of Transportation	Government	Ohio - OH	Provided chassis and bodied up equipment to the Ohio Department of Transportation.	78	$8,835,185.02	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Rush Truck Centers has a nationwide truck sales staff of approximately 275 people who maintain direct contact with our customers. The sales team is supported by a team within each dealership that handles finance, title work, as well as other administrative duties so that the sales team can stay customer focused. Rush Truck Centers also maintains very close relationships with our vendors to provide new and used vehicles, as well as parts & service solutions to our customer base. This includes organizations like Knapheide Manufacturing, Federal Signal, Wabash, Morgan Corporation, and Reading Truck Body to name a few.	*
27	Dealer network or other distribution methods.	With over 140 locations across the nation, Rush's capability to service customers in the U.S. is unparalleled in the industry. Rush Truck Centers maintains $350MM in on hand parts inventory nationwide. This provides the ability the move parts across the nation between our locations as needed. Beyond that, being a Hino, Dennis Eagle, Ford & Isuzu franchised dealer we also have the ability to utilize the overall OEM dealer network for warranty repairs & service should occasion call for it.	*
28	Service force.	Rush Truck Centers alone currently has over 1,400 technicians nationwide and over 350 outside parts and service personnel that actively work to keep our customer's equipment on the road. At Rush we work tirelessly to make sure that our technicians/service teams have the most up to date training, equipment, and tooling in an effort to minimize customer down time. Outside of the Rush dealer network, we also maintain very close relationships with our OEMs to make sure that our customers can be serviced anywhere in the nation.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Rush Truck Centers believes in a boots on the ground approach. We task our sales, parts & service teams to actively call on customers to understand their business and to provide solutions for the issues that they have. When a member of the sales team gains an opportunity to quote a Sourcewell member, the local salesperson will gather all of the details, and build a spec that will best work for the customer based on the customer's needs. If there is a need for a body or upfit, Rush will engage our partners to facilitate the request or work with the customer's requested upfitter. From there the local representative will work with our corporate team to build a Sourcewell compliant quote for the customer. Once approved for purchase and a P.O. is received, Rush will process the P.O. immediately and will work to get the unit/part or service requested delivered as quickly as possible.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Rush Truck Centers prides itself in being timely. Our sales, parts and service teams will work to get quotes back from vendors and make sure that the customer has the final numbers as quickly as possible. We utilize our preferred vendor partnerships to maintain the shortest lead times possible for both quotes and deliveries. During the purchasing process our sales, parts and service teams will work to keep the customer informed of unit's status as it moves through the various stages of completion prior to delivery. Using our customer first philosophy we strive to provide the best customer service in the industry.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Rush Truck Centers is prepared to offer products and services nationwide. We have a national account presence with several large fleets that operate equipment across the United States. Rush Truck Centers intends to use that same business model to service Sourcewell clients regardless of their geographical location in the United States. Primarily utilizing the more than 2,000 sales, parts and service personnel that are employed by Rush Truck Centers nationwide.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	At this time, we are not prepared to expand these proposed solutions into Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Rush is uniquely positioned to service all government, education, and not for profit customers in the United States. Each customer will be taken care of by one of our industry experts depending on their geographic location and need.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Except for the Federal government, as discussed below, Rush Truck Centers is willing to serve all participating entity sectors. As we currently hold Buyboard & H-GAC contracts, we do not have any type of exclusivity agreement in place. Rush's presence is national, and our goal is to serve every customer possible in the United States. Being awarded the Sourcewell contract would open another avenue for Rush Truck Centers to do just that. Regarding the Federal government, our ability to serve Federal agencies will be determined by Rush on a case-by-case as there may be certain Federal requirements that Rush or its suppliers cannot meet.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Logistical/Transportation cost will be a limiting factor. As equipment is moved to ports, there are loading fees, freight costs, and other logistical expenses that would be incurred to deliver units to Alaska, Hawaii and other U.S. Territories. These costs would of course need to be factored into sales price of the vehicle during the quote process.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy is multifaceted. We rely heavily on digital marketing through our website, e-blast, social media platforms to reach our customer base. While also using more traditional forms of marketing such as mailers, print adds in magazines, NASCAR sponsorships, even wrapping our mobile trucks as well as many other media to ensure we are reaching as many prospects as possible. This broad-spectrum approach is ultimately anchored by our most important asset, our people, that ensure that the personal touch and support remain in the sales process with our customers while delivering the message of the capabilities that Rush Truck Centers has to offer. We have found that through this process we reach a relatively broad demographic of clientele creating a well-diversified portfolio of customers.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rush Truck Centers uses a host of social media platforms to reach new/prospective clients. Platforms such as LinkedIn, Facebook, and others allow us to both reach out to customers directly via direct message as well as through broader marketing strategies such as government/educational/not for profit specific posts. We also monitor comments and messages on these platforms to either facilitate requests or respond to questions that clients may have. The goal of our marketing campaigns is to maximize click through. Rush has found that offering a more targeted marketing approach offers the best results where even our e-blasts are tailored to the business segment we serve. This approach ensures that our message is relevant to the specific clients that we are targeting.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a very well known purchasing cooperative entity and is trusted by many of the municipal and not for profit organizations in the U.S.. If awarded, Rush intends to showcase the award to all of our clients through email campaigns, trade shows, in person meetings, as well as through our vendor relationships. In short, Sourcewell's members trust the cooperative and are loyal. Rush aims to build upon the brand recognition Sourcewell brings through communication with our industry experts, highlighting our complete offering of service capabilities. Allowing Sourcewell members to work with our industry experts for their fleet needs, while offering customers the flexibility of purchasing through a cooperative contract. Rush Enterprises goal if awarded is to combined Sourcewell (one of the largest purchasing cooperative in the nation) with the largest commercial truck dealer group in the nation to provide single source solutions to as many government, education and not for profit entities as possible.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the variance in specifications in the vehicles that we provide, Rush prefers each client request be handled by one of our industry experts to ensure the right product is provided for the application. This approach allows Rush to have more interaction with the customer to offer solutions that they may not know is available to them. Our sales teams are trained to be solution minded and to make sure we offer customers all potential solutions that we feel may help their business, this is best accomplished with personal interaction. In support of this customer base, we do offer an ecommerce solution to sourcing parts and receiving service from our locations aross the United States. This customer-based solutions allows for comprehensive parts pricing, sourcing, and research. In addition we offer an extensive service incident management platform for managing vehicles that are being serviced and repaired in our dealerships. Real-time status updates, estimate review and approval, and historical repair reference are just some of the features of this platform that are available to Sourcewell members to assist with their fleet management.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Rush works closely with our original equipment manufacturers as well as body upfitters and vendors to provide a comprehensive training strategy for vehicles and equipment provided. These programs are tailored to meet the specific needs of the Sourcewell member and will be developed as requested. Any associated costs for this training will be discussed upfront after maximizing support from all involved.
41	Describe any technological advances that your proposed products or services offer.	Working in concert with our represented OEM's in advancing fleet management technologies, Rush Truck Centers works to simplify the application of these technologies for the Sourcewell member. Through the development of our RushCare system, we offer real-time communication platforms that are often communicating with the technologies incorporated in the equipment provided. Monitored by our 24/7 call center, we aid customers in predictive incident and preventative maintenance of their fleets. Through our dedicated telematics division, Rush remains on the forefront of new and emerging technologies ensuring maximum uptime for our customers and solutions for their fleet needs.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Being a leader in emerging technologies, Rush again led the industry in the adoption of alternate-fuel vehicles and environmentally-focused dealer operations. This was evident of the early development of it's own CNG fuel systems, incorporating them into the vehicles provided to simarly-minded customers. It continues with the dedication to the electric initiatives in support of the adoption of these vehicles in the market by providing battery charging stations at our facilities, supported by solar panel based energy storage and delivery systems. In fact, the dedication to this initiative is evident by operating electric vehicles in our own delivery fleet. Our commitment to these environmental-based technologies will remain a focus and will continue to expand as more opportunities arise.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Ratings and certifications for the products included in the proposal are typically attained and managed at the original equipment manufacturer level. As a distributor that represents these manufacturers, we fully support the initiatives set forth to accomplish and maintain these sustainability recognitions.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Rush Truck Centers does not hold any of these certifications.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Being the largest commercial truck dealer group in the nation, Rush Truck Centers offers an expansive sales, parts, service and administrative team that offers top tier customer service. We pride ourselves on being a dedicated commercial dealer group that has extensive knowledge of commercial vehicle capabilities along with the industry expertise that our body/upfit partners provide. Clients will have a wealth of industry knowledge at their disposal while working with our expert teams.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All product warranty coverages in reference to this proposal are provided to the end user by the original equipment manufacturer or upfitter. We have attached copies of the standard warranty coverage for each OEM that we are offering on this proposal.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Each OEM warranty has different usage restrictions and limitations. We have attached the standard warranty coverage for each of the manufacturers we are offering on this proposal.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Case dependent; typically the warranty coverage offered by the OEM does not include travel or mileage if mobile service is requested. Any associated costs with these services will be presented prior to any services being performed. In terms of towing, some OEMs will cover the expense of a tow into the closest factory certified warranty facility if the unit is undrivable.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Any potential geographic restrictions will be discussed with the client at the time of quote to ensure that the vehicle can be properly serviced and maintained for the Sourcewell member. We will work to spec equipment that maximizes operating capability, but also maximizes access to service support for the client whether through the OEM network or our network of Rush Enterprises locations.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverage is passed on from the OEM.	*
51	What are your proposed exchange and return programs and policies?	Rush Truck Centers does not offer an exchange or return policy.	*
52	Describe any service contract options for the items included in your proposal.	Extended service contracts are offered through OE programs as well as from Rush through our third-party partners. However, these extended service contracts are somewhat customizable and need to be discussed, quoted and evaluated with each client on a case-by-case basis.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Rush Truck Centers does offer NET30 terms from the date of delivery (upon credit risk approval by the Rush credit team).	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Rush Enterprises does offer municipal leasing and financing options through our third-party lending partners. At the time the vehicle is quoted we will gladly review these options with Sourcewell members to find the best option for them. Any leasing or financing terms would be agreed to separately by the customer and the leasing/financing company.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Rush Truck Centers requires a Retail Sales Order, Delivery Receipt, and a CARB Attestation form. The State of Attestation/Domicile form is required by Rush to be signed by the customer to make sure that non-California compliant trucks ultimately won't registered or primarily operated in the State of California due to new CARB, ACT, ACF, and Low Nox Omnibus regulations. Other forms may include warranty start forms depending on the OEM.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Rush Truck Centers does except P-cards for payment on parts and service without a credit card processing fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rush Truck Centers will offer a discount off of List/MSRP for 3 of the 4 OEMs included in this proposal, the OEM that will not show a discount off of pricing is Dennis Eagle which does not have a List Price or MSRP. In the case of Dennis Eagle, the pricing shown is the Sourcwell member's price before any volume discounts are applied. Please note this is for the chassis only as any upfit that is requested or needed will need to be added to the quote to provide a complete price for the customer.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Rush Truck Centers is prepared to offer the following minimum discount range off of List/MSRP per OEM: Ford Motor Company: 1.50% to 7.00% Hino: 10% to 15% Isuzu: 10% to 15%" Dennis Eagle: 0% as Dennis Eagle does not have a List/MSRP	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Any Sourcewell member looking to purchase 10 or more units, please contact us for additional price concession.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Products or Goods sourced through open market channels will be quoted with additional markup not to exceed 15% of the MSRP of the goods Products or Goods quoted to Rush Truck Centers.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	From a chassis perspective we have included all applicable charges in our attached pricing list. If there is a specific need, training or special installation we will include that with the upfit portion of the quote to the Sourcwell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Some of the OEMs allow for courtesy delivery by other dealers in the OEM dealer network to minimize any additional freight cost. If this resource is available through the specific OEM quoted, or if the equipment quoted doesn't require any upfit and we're able to ship directly to the end user from the factory we will certainly do so. However, if the unit requires additional equipment to be added or an upfit prior to delivery then there will be freight cost incurred to move the unit from the body company to the dealership or its final destination.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to Alaska, Hawaii, Canada and other off shore entities present several logistical hurdles that will require additional expense such as port fees, loading fees, etc.. These additional expenses will be listed out on the customer's quote for their review.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In addition to working with the franchised dealer network of the represented OEMs, Rush will utilize its extensive network of dealerships to optimize delivery to the Sourcewell member while minimizing associated costs.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Rush Truck Centers is offering Sourcewell pricing that is more aggressive than we've priced on other cooperative contracts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Rush Truck Centers has a strict self-audit process in place to help ensure compliance to not only company policy and procedures, but also to requirements of contracts with our customer base. This oversight is provided by our internal audit staff in our accounting department as well as auditors from our Ethics and Compliance division based at corporate headquarters. The Rush Sales Operations group will also help ensure compliance with the business requirements of the contract in place as well as providing reporting based on the terms requested in the contract.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	This Sales Operation Team will track the performance of the contract in place. While using a broad distribution model to approach this opportunity, the management of the contract will be handled centrally by the responsible representative assigned to the contract with senior leadership oversight. Extensive reporting tools are in place to assist with this management.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	Rush is prepared to offer a per unit fee of: $400.00 for all units class 3-5 $750.00 for all units class 6-8	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *	
69	Category 1: All engines, fuel, and propulsion type chassis and cabs	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Rush Truck Centers is offering (4) OEMs on this proposal comprising of (39) individual models with even more specific order codes under each model. We are also offering a range of upfit options from spray in bed liners and toolboxes to service bodies, refuse equipment and sewer inspection equipment. To provide a complete solution to meet the customer's needs Rush Enterprises will work with our extensive list of vendors and even work with vendors specifically requested by the Sourcewell member (once approved by Rush Truck Centers risk team).	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our subcategories will be broken down by Make, Model, and trim level (where applicable).	
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Rush Truck Centers has the utmost confidence in the manufacturers we represent to produce the highest quality products available on the market.	
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	As detailed above, Rush Truck Centers offers a unique business case to Sourcewell members. Its network and forward-looking approach to solutions technologies positions Rush to offer products and services at a customizable-level to meet any transportation need proposed. Between the tools developed and available to the Sourcewell member base and the team of experts assembled to provide the solutions, Rush is a differentiator in the industry. Whether it be the widely available, pre-upfitted quick delivery inventory of vehicles, extensive and diverse parts inventory, or available service bays at our state-of-the-art facilities supported by a fleet of 600+ mobile service technicians, Rush Truck Centers is prepared to offer solutions to Sourcewell members.	

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	The OEMs Rush is offering currently only offer ICE solutions for the class 4 space.	*
75	Class 5 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	None of the OEMs Rush is offering currently offer BEV solutions for the class 5 space. However, Isuzu is releasing a BEV class 5 that is projected to be available in 2025. We are looking to offer that product once pricing is published and able to be ordered.	*
76	Class 6 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering currently offer BEV solutions for the class 6 space. Although Hino is projecting to announce a class 7 BEV in 2025 at which time we will work with Sourcwell to have the product added to the contract.	*
77	Class 7 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering currently offer BEV solutions for the class 7 space. Although Hino is projecting to announce a class 7 BEV in 2025 at which time we will work with Sourcwell to have the product added to the contract.	*
78	Class 8 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	None of the OEMs Rush is offering on this proposal offer BEV solutions for the class 8 space.	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Through Ford Rush is offering both ICE & BEV on the Transit T-250 & T-350 in the class 3 space. The Super Duty line, more specifically F-250 & F-350 are offered as ICE only.	

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
80	Battery Electric Vehicle (BEV) Class 4 Chassis	○ Yes ◉ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 4 space.
81	Battery Electric Vehicle (BEV) Class 5 Chassis	◉ Yes ○ No	Isuzu is looking to offer a BEV class 5 unit towards the end of 2024/beginning of 2025. Although pricing isn t currently available, once made available to Rush Truck Centers, we intend to work with Sourcewell to have this model added to the contract.
82	Battery Electric Vehicle (BEV) Class 6 Chassis	○ Yes ◉ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 6 space on.
83	Battery Electric Vehicle (BEV) Class 7 Chassis	○ Yes ◉ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 7 space.
84	Battery Electric Vehicle (BEV) Class 8 Chassis	○ Yes ◉ No	Rush Truck Centers is not offering an OEM that has a BEV vehicle for the class 8 space.
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	◉ Yes ○ No	Rush Truck Centers is offering the Ford E-Transit line which we are offering on this proposal.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - MSRP Pricing.zip - Thursday March 28, 2024 13:53:27
- Financial Strength and Stability - 2023 10-K Final.pdf - Tuesday March 26, 2024 10:49:33
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Exhibit C - Rush Limited Warranty.pdf - Thursday March 28, 2024 12:41:37
- Standard Transaction Document Samples - Sourcewell Docs Example.pdf - Thursday March 28, 2024 14:24:57
- Requested Exceptions - RFP_033824_Class_4-8_Chassis_&_Cabs_Contract_Template_Rush revisions.docx - Tuesday March 26, 2024 11:39:46
- Upload Additional Document - Additional Documents.zip - Thursday March 28, 2024 12:40:50

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Whitt Michael, Senior of Medium Duty Sales, Rush Truck Centers of Texas, LP

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

City Council **AGENDA ITEM NO. L6.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a cooperative purchase of a 623 Scraper from Caterpillar Inc., in the amount of $1,346,837.80 (Facilities and Community Services Department Director Crocker)

MOTION:

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

I move to approve the cooperative purchase of a 623 Scraper from Caterpillar Inc., Equipment Identification No. GL8C95, in the amount of $1,346,837.80.

RECOMMENDATION:

Staff recommends that the City Council approve the cooperative purchase of a 623 scraper from Caterpillar Inc., in the amount $1,346,837.80.

DISCUSSION:

The City of Redlands relies on a 623 scraper at the City Landfill for daily operations, Equipment Identification No. GL8C95 (EIN GL8C95), where it plays a critical role in ongoing site management. The City's existing scraper, a 1990 model now approximately 37 years old, no longer meets compliance standards established by the California Air Resources Board (CARB).

The 623 scraper is essential for efficiently hauling and placing soil for daily cover, which is necessary to control odors, reduce fire risk and prevent erosion. In addition, it supports key landfill functions including capping, subsidence repair, and the construction and maintenance of slopes and landfill cells. Use of a compliant scraper is necessary to maintain effective soil management and ensure adherence to environmental and operational regulations.

The proposed purchase of a CAT 623 Scraper is consistent with the City's procurement policies for cooperative purchasing through Sourcewell. Sourcewell contracts are competitively solicited and awarded, allowing participating agencies to leverage pre-established pricing and terms from a large network of government, education, and nonprofit entities. Staff recommends utilizing Sourcewell contract No. 011723-CAT with Caterpillar Inc., which complies with the City's procurement requirements.

Replacement of the existing scraper is critical to maintaining compliance with California Air Resources Board (CARB) regulations while ensuring the continued efficiency and reliability of landfill operations. Approval of the cooperative purchase will allow the City to obtain necessary equipment in a cost-effective and compliant manner, supporting both operational needs and regulatory obligations.

ALTERNATIVES:

City Council may elect not to approve the purchase; however, this would adversely affect the Solid Waste Division operations and may result in continued non-compliance with CARB requirements.

STRATEGIC PLAN:

Supports Priority D - Sustainability.

SUBMITTED BY:
Tabitha Crocker, Facilities & Community Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
James Garland, Interim Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Marion Cronin, Administrative Analyst

FISCAL IMPACT

Fiscal Year: FY 2025-26

Revenue Generating: No

Amount: $1,346,837.80

Budgeted Y/N: Yes

Account No.: 511910-8704

Additional Appropriation Required: No

Discussion:

Sufficient funding for this purchase is included in the Solid Waste's Project Division's FY 2025-26 Budget.

Attachments

Sourcewell_Caterpillar_Contract_011723.pdf
CAT_623_SCRAPPER_Quote_w_trade-in_City_of_Redlands.pdf
Notice_of_Tier_0_Vehicles.pdf

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

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Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.
Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

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4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

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- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

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10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

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1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

D. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/5/2023 | 9:41 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing, Construction Industries

Date: 5/24/2023 | 9:13 AM PDT

Caterpillar: Confidential Green

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RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	Caterpillar Inc
Address:	100 NE Adams St Peoria, IL 61629
Contact:	Sean Egel
Email:	egel_sean_j@cat.com
Phone:	309-675-1399
HST#:	

Submission Details

Created On:	Tuesday November 15, 2022 14:22:18
Submitted On:	Tuesday January 17, 2023 16:10:22
Submitted By:	Sean Egel
Email:	egel_sean_j@cat.com
Transaction #:	aeaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address:	192.189.129.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of $51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were $51B of which, North American sales were $22B. Operating profit was $6.9B with a profit per share of USD $11.83. Dividends paid per share of USD $4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=$6,857,211 2021=$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=$0 / 2021=$143,837 SIN 335999 Power Distribution Equipment: 2020=$151,267.70 / 2021=$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.	*

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshows we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/	*

41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks ‘on-the-go’ when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations’ carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers’ success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with IDO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	( ) Yes (•) No	NIA
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	NIA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
- Financial Strength and Stability - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
- Marketing PlanISamples - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
- WMBEIMBEISBE or Related Certificates (optional)
- Warranty Information - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

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SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 ("Sourcewell") and **Caterpillar Inc.**, having its principal place of business at 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Sourcewell and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell's cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell's Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor's Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

"Anti-Corruption and International Trade Laws" means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

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C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

A. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

B. TERMINATION. Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.

1. *Termination for Convenience*. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

2. *Termination for Breach*. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

3. *Effect of Termination*. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

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(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

SOURCEWELL

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement/CPO
Date: 5/24/2023 | 2:45 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:48 PM PDT

194414-01

Apr 15, 2026

CITY OF REDLANDS
Attention: Account Payable
1270 WEST PARK AVE
REDLANDS, California 92373

Sourcerwell Account # 18877



Attention: LOUIE MIRANDA

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 623 Scraper including standard and optional equipment as listed below.

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **SMU:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jose Farias

Jose Farias
Machine Sales Representative
Phone 760.399.6404
Email jose.farias@quinncompany.com

One (1) New Caterpillar Inc. Model: 623 Scraper including standard and optional equipment as listed below.

Standard Equipment

ELECTRICAL

and (1) bowl, halogen
Turn signals with hazard function, LED

OPERATOR ENVIRONMENT

TRACTOR:
HVAC system, heat, AC, defrost
Thermostat control of HVAC system
Coat hook

ELECTRICAL

Side Vision (2) halogen
SCRAPER:
Alarm, backup
Lighting system
Brake lights, LED

POWERTRAIN

Transmission hold
Differential lock
Guard, powertrain
Ground speed control
Machine speed limit
SCRAPER:
Braking system:
Primary and secondary, wet disk, hydraulic

ELECTRICAL

TRACTOR:
Alternator, 150 amp
Batteries (4), 12 Volt, 1000 CCA maintenance free, high output
Electrical system, 24V
Lighting system:
Headlights,halogen
Turn signals with hazard function, LED
Floodlight,(2) cutting edge

OPERATOR ENVIRONMENT

Lunch box platform with holding strap
Steering wheel, tilt, telescoping, padded
Windows, right side emergency egress
Windows, sliding
Diagnostic connection (2)
12V power ports (2)
Differential lock (1)
Dome courtesy light
Horn, electric
T-Handle implement control
Mirror, rear view
Radio ready
ROPS/FOPS cab, pressurized
Hazard lights
Work Lights on, off
Information mode on Messenger Display
Safety tab rocker switches:
Regeneration control
(Tier 4 Final/ EU Stage IV only)
Parking Brake
Seat belt, static two-piece
Seat, Cat Advanced Ride Management
Cat comfort series 3, rotates 30 degrees
Windows, laminated,zipped in
Engine speed, rpm

Keypad Switches
Throttle lock
Wipers/washers
Gear selection
Dpf fill levels

FLUIDS

Extended life coolant to -37C (-34F)

OTHER STANDARD EQUIPMENT

Steering lock-external
TRACTOR:
Advanced Cushion Hitch
Accumulators (cushion hitch) with
Canadian Registration Number (CRN)
Fast oil change
Rims (2)
Tow pin, front
Vandalism locks
Heater, engine coolant 120V
SCRAPER:
Bowl
23 cubic yard, heaped
17.6 cubic yard, struck
Vandalism locks
Elevator with 15 flights
Hydraulic position sensing
Cylinder (bowl lift)

OPERATOR ENVIRONMENT

Windshield wipers, front and rear windows,includes washers
Door lock
Messenger Display - gauges, warnings include:
Coolant temp
Engine oil temp
Hydraulic oil temp
DPF temp
Fuel level
Park brake
Implement lockout
Brake system
Regeneration required
Throttle lock
System voltage
Bail down
Ejector auto
Diff lock
Apron float
Transmission hold
Cushion hitch
High beam lights
Action lamp

POWERTRAIN

TRACTOR:
Cat engine brake
Electric start, 24V
Air cleaner, dry type with precleaner
Fan, hydraulic
Ground level shutdown
Radiator, aluminum unit core, 9 fins per in.
Guard, crankcase
Muffler (only for less or non-regulated regions engine arrangement only)
Starting aid, ether
Braking system:
Primary and secondary, wet disk, hydraulic
Parkng,hyd. release,spring applied
Throttle lock
Transmission:
8 speed planetary powershift
ECPC control
APECS software
Programmable top gear selection

MACHINE SPECIFICATIONS

623 11A WHEEL TRACTOR-SCRAPER	586-9163
LANE 3 - AVAILABLE FROM DECATUR FACTORY.	
- Cylinder attachment	
- Engine	
- Operator Access System	
- International or N. American Films	
- Certifications	
- Ambient Compatibility	
- Tires	
- Service Manual by language	
- Packing OP number	
- Steering	
- Starting Capability	
LANE 3 ORDER	0P-9003
STANDARD CERTIFICATION AR	373-8589
STANDARD START ATTACHMENT	336-2306
ENGINE,C13,US EPA TIER 4 FINAL	564-4651
SEQUENCE ASSIST CPM	586-9240
PRODUCT LINK, CELLULAR PLE742	586-9308
TIRES, 33.25R29 BS VLT ** E2A	264-1408
FILMS AR - U.S. (ANSI)	586-9273
BEACON LIGHT W/ HORN	449-0262
STORAGE PROTECTION	0P-4616

WARRANTY & COVERAGE

Standard Warranty:	12 MONTHS FULL MACHINE
Extended Coverage:	36 MO/3000 HR PREMIER
CSA	36 Months / 3000 Hours CSA PARTS AND LABOR

SELL PRICE	$1,484,845.00
SourceWell Program (18% Discount)	($267,272.10)
TOTAL	$1,217,572.90
CSA 36M/3000HR FULL SERVICE (PARTS, LABOR and FLUIDS)	$47,100.00
NET BALANCE DUE	**$1,264,672.00**
TIRE FEE	$7.00
SALES TAX (8.75%)	$110,658.80
AFTER TAX BALANCE	$1,375,337.80
TRADE-IN 1990 615C with 14,111 Hours ……	**($28,500.00)**
TOTAL	$1,346,837.80

2026 Sourcewell Contract#011723-CAT

INCLUDES FOLLOWING SERVICE WITH PUCHASE

- **36 Months / 3000 Hours Full Machine Warranty**
- **36 Months / 3000 Hours CSA Preventative maintenance** *(Filters, Oil changes etc. will be covered first 3years or 3000hrs)*
- **36 Months Vision Link Online Access –** *(Equipment Management which allows you to track hours, location, idle time, asset status and fault codes.)*
- **Free Training by Certified Demo Operator:** *(will take 2-3 hours when machine arrives to go over all functions and features as well as daily inspections)*
- **Service & Parts Books** *(Hard Copies)*
- **Free Delivery to City of Redlands location**

F.O.B/TERMS:
Riverside Machine

Accepted by_____ **on** _____

_____
Signature

CALIFORNIA
AIR RESOURCES BOARD

Gavin Newsom, Governor
Yana Garcia, CalEPA Secretary
Liane M. Randolph, Chair

November 14, 2025

RECEIVED
NOV 2 8 2025
FCS

RECEIVED
NOV 2 8 2025
FCS

Aaron Jenkins
CityOf Redlands DOORS ID: 1207
35 Cajon St
Redlands, CA 92373

Dear Aaron Jenkins,

This letter is regarding information reported to the California Air Resources Board (CARB) using DOORS, the online reporting tool for the In-Use Off-Road Diesel-Fueled Fleets Regulation, California Code of Regulations, title 13, sections 2449, 2449.1, and 2449.2 (Off-Road Regulation). Based on the information your fleet reported in DOORS, it appears you have one or more vehicles that will be affected by the upcoming Medium Fleet[1] **Tier 0** phase-out date of **January 1, 2026**, in accordance with the Off-Road Regulation's phase-out provision (Cal. Code Regs., tit. 13, § 2449.1, subd. (c)(2)(A)).

As outlined below, you reported in DOORS the following vehicles with Tier 1 or 1999 or older on-road engines:

Equipment Identification Number (EIN)	Your Vehicle Number (if applicable)	Engine Tier
BX8K38	0832	T0
GG4S78	893	T0
GL8C95	895	T0

The Off-Road Regulation states that fleets shall not operate any vehicle with a phased-out engine in California as of the effective date of the phase-out for the engine tier and corresponding fleet size. You can find information about the engine tier on the engine's emission control label. If the engine tier is not visible, you may use the U.S. EPA engine

[1] A "medium fleet" is a fleet that does not meet the small fleet classification of a total maximum horsepower (hp) less than or equal to 2500 hp, or the large fleet classification of a total maximum hp greater than 5,000 hp. (Cal. Code Regs., tit. 13, §2449 (28)(B)).

family name and CARB's executive order in the Off-Road Certification database[2] to determine the engine tier or contact the equipment dealer.

Options to achieve compliance with this requirement include retiring the vehicle, designating the vehicle as a permanent low-use vehicle, repowering the vehicle with a higher tier engine, or rebuilding the engine to a more stringent emissions configuration (Cal. Code Regs., tit. 13, § 2449, subd. (c)(65)).

The Off-Road Regulation Phase-Out schedule for Medium Fleets is outlined below:

Tier Phase-Out for Medium Fleets	
Engine Tier	**Phase-Out Date**
Tier 0 (or 1994 or older on-road engines)	January 1, 2026
Tier 1 (or 1999 or older on-road engines)	January 1, 2028
Tier 2 (or 2003 or older on-road engines)	January 1, 2030

For questions regarding the Off-Road Regulation, reporting or phase-out requirements, contact the DOORS Hotline by phone at (877) 59DOORS (877-593-6677), or by email at *doors@arb.ca.gov*. For additional information regarding the Off-Road Regulation, please visit our homepage at *www.arb.ca.gov/ordiesel*.

Sincerely,

The California Air Resources Board
Off-Road Implementation

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[2] See CARB Off-Road Certification database available at: *https://ww2.arb.ca.gov/applications/new-vehicle-and-engine-certification-executive-orders-compression-ignition-and-heavy-0*

CALIFORNIA
AIR RESOURCES BOARD
1001 I Street • P.O. Box 2815 • Sacramento, California 95812

FIRST-CLASS
NONAUTO
PRSRT LTR

US POSTAGE™ PITNEY BOWES
ZIP 95814 $ 000.68⁶
02 7W
0008041839 NOV 19 2025

83 IRALNMP 92373

City Council **AGENDA ITEM NO. L7.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the City Manager's Proposed Two-Year Budget for Fiscal Years 2027 and 2028 and of Resolution No. 8794 (Interim Assistant City Manager Garcia)

MOTION:

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

1. I move to adopt the City Manager's Proposed Two-Year Budget for Fiscal Years 2027 and 2028 and adopt Resolution No. 8794.

   -OR-

2. I move to continue the consideration of the City Manager's Proposed Two-Year Budget for Fiscal Years 2027 and 2028 to the next regular meeting of the City Council on June 16, 2026.

RECOMMENDATION:

Staff recommends the City Council direct staff accordingly.

DISCUSSION:

The Proposed Biennial Budget for Fiscal Years 2027 and 2028 was developed through a collaborative process involving the City Manager, department directors, management staff, budget preparation staff, the City Council, and the public. Budget planning began with updates to long-range fiscal models and continued through departmental budget submittals, review of projected revenues, evaluation of personnel and operating costs, and analysis of supplemental operating, capital, equipment, and staffing requests.

Departments were directed to limit baseline services and supplies increases to no more than three percent above original Fiscal Year 2026 adopted budgets in order to maintain existing service levels. Supplemental requests were separately identified and evaluated based on critical service demands, deferred maintenance, aging infrastructure and equipment needs, regulatory requirements, operational efficiency, and long-term fiscal capacity. Because not all requested enhancements could be accommodated within available resources, departments worked collaboratively to identify reductions, defer lower-priority items, and re-prioritize existing resources in support of critical operational and capital needs.

Fiscal Year 2026 Estimate

As the current fiscal year draws to a close, the 12-month estimate reflects updated projections for General Fund revenues, expenditures, transfers, and use of prior-year surplus. Compared to the adjusted budget, updated revenue forecasts reflect an increase of approximately $5.2 million, primarily associated with stronger-than-anticipated investment earnings and additional revenue from the Code Enforcement rental property inspection program.

Projected use of reserves and projected expenditures also increased, largely due to the timing and implementation of previously approved, reserve-funded capital projects, including State Street City Hall and Safety Hall. These changes reflect the carryover and implementation of Council-authorized capital projects rather than new cost overruns. Collectively, the updated 12-month estimate improves the General Fund bottom line by approximately $6 million compared to the adjusted budget.

General Fund Overview - Fiscal Years 2027 and 2028

The Proposed Biennial Budget for Fiscal Years 2027 and 2028 was prepared during a period of moderating revenue growth and increasing expenditure pressure. Over the past several fiscal years, the City benefited from unusually strong post-pandemic revenue growth, including sustained growth in sales tax and elevated property tax growth supported by real estate activity and assessed value increases. That period of expansion allowed the City to respond to emerging needs and advance Council priorities; however, many of those investments created ongoing service and operating commitments.

The current budget cycle reflects a different financial environment. Property tax growth has moderated to approximately four percent annually, and sales tax growth has flattened to approximately one to two percent, with modest growth projected over the near term. At the same time, the City continues to absorb rising personnel, operational, infrastructure, construction, insurance, utilities, and contracted service costs. As a result, the budget emphasizes maintaining core services, aligning ongoing expenditures with sustainable revenue levels, and carefully prioritizing new or expanded commitments.

The proposed General Fund budget summary is as follows:

General Fund Budget Summary

	2026 ADJUSTED BUDGET	2026 12-MONTH ESTIMATED	
TOTAL AVAILABLE FINANCIAL SOURCES	$ 145,862,727	$ 165,547,120	19,684,393
FINANCIAL REQUIREMENTS:			
Total Appropriations/New Reserves	134,750,183	134,783,540	33,357
Total Interfund Transfers To Other Funds	24,842,712	38,521,309	13,678,597
TOTAL FINANCIAL REQUIREMENTS	$ 159,592,895	$ 173,304,849	13,711,954
USE OF PRIOR YEAR SURPLUS	$ 13,730,168	$ 7,757,729	(5,972,439)
SOURCES OVER/(UNDER) REQUIREMENTS	-	-	
ENDING FUND BALANCE-UNRESERVED	$ 37,687,706	$ 43,660,145	

The proposed budget anticipates the strategic use of one-time fund balance to support major capital and facility investments while maintaining a healthy unassigned General Fund balance. This approach recognizes that the City is continuing to advance significant long-term priorities while also entering a period in which future financial flexibility may become more constrained.

Major Budget Priorities and Investments

The proposed budget maintains core service levels and continues to advance a number of key City Council priorities. Notable General Fund investments and commitments include:

- Public safety and emergency response investments, including replacement of the existing Medic Squad 264 vehicle, advanced emergency medical equipment modernization, and ballistic protective equipment for Fire Department personnel.
- Police Department operational support enhancements, including modified and enhanced administrative, dispatch, and records management support intended to strengthen oversight, coordination, compliance, and service delivery.
- Continued investment in park and community facilities, including the Texonia Park Revitalization Project, Sylvan Park restroom improvements, and Joslyn Senior Center roof replacement.
- Preservation and maintenance of major civic and historic facilities, including termite remediation and related preservation work at the A.K. Smiley Public Library.
- Continued funding for major long-term facility and infrastructure projects, including Safety Hall, Fire Station No. 264 relocation planning and design, and future replacement of the A.K. Smiley Public Library cooling tower system.
- Continued support for homelessness response and transitional housing services, including the anticipated acquisition of the Good Nite Inn transitional housing facility through a partnership substantially funded by State and County resources.

The budget also acknowledges that not all requested projects and initiatives could be accommodated within available resources. Deferred or unfunded requests include, among others, the proposed Skate Park Pump Track, fencing improvements at Prospect Park near the theater area, and the Food Security Task Force initiative. These decisions reflect the need to balance competing community priorities within a more constrained fiscal environment.

Measure T Spending Overview

Measure T continues to serve as a critical local funding source supporting public safety operations, infrastructure maintenance, capital reinvestment, homelessness response, and community quality-of-life programs. Projected Measure T revenues are $20,629,000 in Fiscal Year 2027 and $21,252,000 in Fiscal Year 2028.

Planned Measure T-supported investments include public safety personnel and operations, police and fire equipment replacement, traffic signal maintenance and repairs, park and facility improvements, streets maintenance equipment, recreation and senior programming, homelessness services, and public safety and facility debt service. Because Measure T funds ongoing services and multi-year capital investments, actual expenditures may occur across fiscal years depending on project timing, delivery schedules, and implementation needs.

Other Major Funds

While the General Fund represents the primary focus of this staff report, the City's enterprise funds also include significant investments necessary to support essential municipal services. The proposed budget includes enterprise fund appropriations totaling approximately $136.3 million in Fiscal Year 2027 and $92.8 million in Fiscal Year 2028.

In the Water Fund, proposed appropriations total approximately $43.3 million in Fiscal Year 2027 and $43.7 million in Fiscal Year 2028, including approximately $12.4 million and $12.1 million, respectively, for capital improvement projects. Planned investments include pipeline replacement, expansion and renovation of the Joint Utilities Laboratory, wellhead perchlorate treatment, fleet and heavy-duty equipment replacements, and a filter press to dewater sludge at the Hinckley Water Treatment Plant.

In the Wastewater Fund, proposed appropriations total approximately $68.5 million in Fiscal Year 2027 and $21.7 million in Fiscal Year 2028. The budget includes approximately $2.5 million in pipeline replacement and the Wastewater Treatment Plant Capital Modifications Phase 2 project, estimated at approximately $45 million. That project is planned to completely rebuild the existing facility and is supported by Clean Water State Revolving Fund financing.

In the Solid Waste Fund, annual appropriations total approximately $27.2 million in Fiscal Year 2027 and $27.4 million in Fiscal Year 2028. Significant capital investments include approximately $7 million for new solid waste collection vehicles, including zero-emission vehicles and related infrastructure required by State mandates, as well as the Phase V cell expansion, estimated at approximately $4 million.

Economic Outlook and Budget Risks

The City's financial position is expected to remain stable during the Fiscal Years 2027 and 2028 biennium; however, the economic environment is less favorable than the unusually strong post-pandemic period. Revenue growth has normalized, while the cost of maintaining existing services, staffing, facilities, infrastructure, and previously expanded programs continues to increase.

The proposed budget is built with resiliency and flexibility in mind, but several risks remain that could materially affect future financial performance. These include ongoing negotiations for successor agreements with the City's nine bargaining units; construction cost escalation and market volatility; the budgeted vacancy factor of approximately seven percent; elevated interest rates and their potential effect on economically sensitive revenues; and the City's exposure to claims, settlements, and litigation costs as a self-insured agency.

For these reasons, continued evaluation of programs, service levels, staffing, capital project timing, and long-term affordability will be necessary in future fiscal years. The proposed budget reflects a deliberate effort to preserve core services, continue critical reinvestment, and maintain the City's strong financial position while recognizing that future budgets may require additional reductions, deferrals, or reprioritization if revenue growth slows further or expenditure growth exceeds current assumptions.

Conclusion

The City Manager's Proposed Biennial Budget for Fiscal Years 2027 and 2028 represents a balanced and deliberate financial plan. It maintains essential municipal services, continues investment in public safety and infrastructure, advances several transformational community projects, and recognizes the need for greater prioritization as revenue growth moderates and ongoing costs increase.

The proposed budget continues to support major community priorities, including Safety Hall, Fire Station No. 264 relocation planning, public safety technology modernization, homelessness response efforts, parks and facility improvements and critical building system replacements. At the same time, the budget acknowledges that there remains more to do than can reasonably be funded at one time. Staff will continue to monitor revenues, expenditures, economic conditions, labor cost assumptions, and project timing throughout the biennium and will return to the City Council with updates and recommended adjustments as necessary.

Staff recommends that the City Council adopt Resolution No. 8794 approving the City Manager's Proposed Biennial Budget for Fiscal Years 2027 and 2028.

For a full discussion of Fiscal Years 2027 and 2028, including specific details on Measure T projects and spending, please see the City Manager's Budget Message.

ALTERNATIVES:

The Council may elect to modify, reject or continue adoption of the City Manager's Proposed Two-Year Budget for Fiscal Years 2027 and 2028.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Interim Assistant City Manager

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

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

PREPARED BY:
Danielle Garcia, Interim Assistant City Manager

FISCAL IMPACT

Fiscal Year:

Revenue Generating:

Amount:

Additional Appropriation Required:

Discussion:

The City Manager's Proposed Two-Year Budget for Fiscal Years 2027 and 2028 identifies the fiscal impact for the General Fund and all other City funds.

Attachments

Attachment_A_Resolution_No_8794.pdf
Attachment_B_-_FY_2027_and_2028_Proposed_Biennial_Budget.pdf
Attachment_C_-_FY_2027_and_2028_-_Schedule_of_Proposed_Reserves.pdf
Attachment_D_-_Loans_Outstanding_-_All_Funds_FY_2027_and_2028.pdf
Attachment_E_-_FY_2027_and_2028_-_Summary_of_Financial_Sources_and_Requirements.pdf
Attachment_F_-_6-Year_Capital_Improvement_Plan_CIP.pdf
Attachment_G_-_Capital_Outlay_Projects.pdf

RESOLUTION NO. 8794

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING THE BIENNIAL BUDGET OF THE CITY OF REDLANDS FOR THE FISCAL YEAR ENDING JUNE 30, 2027 AND ENDING JUNE 30, 2028

WHEREAS, the proposed two-year budget of the City of Redlands for the Fiscal Years beginning July 1, 2026 and ending June 30, 2027, and beginning July 1, 2027 and ending June 30, 2028, consisting of one volume entitled "Proposed Biennial Budget for Fiscal Years 2027 and 2028," has been made available to the public and City Council on May 15, 2026, presented and reviewed at a special City Council meeting on May 18, 2026 and presented for review, consideration, and adoption at the regular City Council meeting of June 2, 2026; and

WHEREAS, the City Council has given careful consideration to the adoption of a budget and financial plan for the use of funds for Fiscal Years 2027 and 2028 as set forth in the entitled "Proposed Biennial Budget for Fiscal Years 2027 and 2028" and including any modifications, revisions, and/or corrections made and approved by the City Council, which are incorporated here by reference as though fully set forth herein, and together constitute the "Adopted Biennial Budget for Fiscal Years 2027 and 2028."

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

Section 1. The biennial budget for the City of Redlands for Fiscal Years beginning July 1, 2026 and ending June 30, 2027 and beginning July 1, 2027 and ending June 30, 2028 prepared and submitted to the City Council by the City Manager and on file in the Office of the City Clerk, the A. K. Smiley Public Library and the Redlands Community Center, as modified and amended by the City Council, is hereby adopted as the biennial budget for Fiscal Years 2027 and 2028, on the basis of the totals set forth in each of the budgets contained therein by program, division and/or department.

Section 2. At the conclusion of fiscal year ending June 30, 2026, certain purchase orders will exist as Outstanding Encumbrances representing contractual obligations of previously budgeted funds. In addition, budgeted funds for certain items or projects in various stages of acquisition or development have previously been approved or will be approved or will be approved by the City Council to be carried forward to fiscal year 2027 as Continuing Appropriations. The Outstanding Encumbrances and Continuing Appropriations shall be deemed to be re-budgeted as an addition to the budget amounts previously set forth in this resolution.

Section 3. At the conclusion of fiscal year ending June 30, 2027, certain purchase orders will exist as Outstanding Encumbrances representing contractual obligations of previously budgeted funds. In addition, budgeted funds for certain items or projects in various stages of acquisition or development have previously been approved or will be approved or will be approved by the City Council to be carried forward to fiscal year 2028 as Continuing Appropriations. The Outstanding Encumbrances and Continuing Appropriations shall be deemed to be re-budgeted as an addition to the budget amounts previously set forth in this resolution.

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Section 4. The approved budgets for individual grants remain as authorized appropriations for the individual grants until the grant is completed or expires. Any unexpended authorized appropriation for each grant and the corresponding revenue budget is automatically carried over from fiscal year to fiscal year until the funds of the individual grant are expended, the grant expires, or the grant is canceled by the City Manager.

Section 5. The City Manager shall have authority to adjust the appropriations within each fund, provided however, that the total appropriations within each fund do not exceed the amounts approved in this budget resolution or future amendments to the budgeted amounts. The City Manager may delegate said authority to the Management Services/Finance Director, Assistant Finance Director, or Finance Manager. Said adjustments of the appropriations for each department or activity shall be made only upon written request to the Management Services Department, the form of which shall be prescribed by the Management Services/Finance Director.

Section 6. This Resolution shall become effective immediately upon its passage.

ADOPTED, SIGNED AND APPROVED this 2nd day of June, 2026.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

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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 2nd day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

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City of REDLANDS

BIENNIAL
PROPOSED BUDGET

FY 2027 & 2028

STATE ST. CITY HALL



SAFETY HALL



City of Redlands

Fiscal Year
2027 and 2028
Proposed Biennial Budget

June 02, 2026

City of
REDLANDS
Incorporated 1888

CHARLES M. DUGGAN, JR.
City Manager

35 Cajon Street,
Redlands, CA 92373
909-798-7510
cduggan@cityofredlands.org

CITY MANAGER'S BUDGET MESSAGE
FY 2027 & 2028

Mayor and City Council,

This letter transmits the City Manager's Proposed Biennial Budget for Fiscal Years 2027 and 2028. As in previous years, this budget proposal continues the City's strategic investment in core services and its commitment to responsible financial stewardship. This budget advances key initiatives in public safety, infrastructure replacement and improvement, and technology modernization.

Over the past several fiscal years, the City experienced a period of unusually strong revenue growth driven by post-pandemic economic recovery. Sales tax receipts grew at sustained rates of approximately 5 percent annually, while property tax revenues increased in the range of 8 to 9 percent, supported by elevated real estate activity and assessed value growth. This period of expansion provided the City with the financial capacity to respond to emerging community needs and Council priorities. During this same period, the City made deliberate policy decisions to expand service levels and invest in new and enhanced programs. Importantly, many of these investments represent ongoing commitments rather than one-time expenditures.

In contrast, the development of this budget occurs during a period of financial caution, driven by ongoing national and global policy changes. Over the past two fiscal years, revenue growth has begun to normalize. Property tax growth has moderated to approximately 4 percent annually, while sales tax growth has flattened to 1 to 2 percent, with modest growth projected over the near term. This deceleration reflects broader economic conditions, including slower consumer spending and a more stable, but less rapidly appreciating, real estate market.

The City is therefore entering a period where the rate of growth in ongoing revenues is no longer at a rate where it is possible to continue to expand into new expenditure commitments. This dynamic mirrors broader statewide fiscal trends and represents a transition from a period of expansion to one requiring greater structural alignment. Absent adjustments, this imbalance may place pressure on future budgets, limiting flexibility to respond to economic changes or emerging priorities.

Accordingly, the City's financial strategy will increasingly emphasize maintaining structural balance by aligning ongoing expenditures with sustainable revenue levels, prioritizing core services, and carefully evaluating new or expanded commitments within the context of long-term fiscal capacity.

BACKGROUND

The biennial budget is developed through the collaborative efforts of the City Manager, the Management Team, City Departments, budget preparation staff, the City Council and the public. This has its start in the continual evaluation of the enacted budget, through the process of mid-year and mid-biennium examination of revenues and expenditures, mainly focused on the City's General Fund. Planning begins in earnest in January and February as long-range fiscal models are updated to serve as the framework for the development of the biennial budget.

In March, departments prepared budget requests for the upcoming biennium under direction from the City Manager to limit increases in services and supplies to no more than three percent above original FY 2026 adopted budgets to maintain existing service levels. Departments were also asked to separately identify supplemental operating, capital, equipment, and staffing needs that addressed critical service demands, deferred maintenance, aging infrastructure and equipment, regulatory requirements, or operational efficiencies.

In April, the budget team compiled and analyzed departmental requests alongside updated revenue forecasts, projected personnel costs, and City Council-authorized successor MOU cost assumptions. As part of this process, the Facilities and Community Services Department was directed to reduce its budget by approximately $4 million to create capacity for rising personnel and operational obligations within the General Fund.

In May, department heads presented their budget requests and operational priorities to the City Manager. Supplemental requests were evaluated in the context of the City's long-term financial outlook and the availability of ongoing resources. Because many requested enhancements could only be accommodated through reductions or reprioritization elsewhere in departmental budgets, departments worked collaboratively to identify offsetting reductions, defer lower-priority expenditures, and reallocate existing resources in support of critical operational and capital needs. The resulting budget reflects these discussions and balances service delivery priorities, infrastructure investment, labor obligations, and fiscal sustainability considerations.

The following sections summarize and provide further detail on the City Manager's General Fund budgets for FY 2026, 2027, & 2028. Included in these sections is an overview of Measure T spending for FY 2027 & 2028. These sections are followed by a short discussion of other major funds.

FISCAL YEAR 2026 SUMMARY

In FY 2026, the City made significant strides in advancing City Council priorities through targeted investments in public safety, infrastructure upgrades, environmental sustainability, and initiatives aimed at enhancing the community's quality of life. The following are key highlights of this progress.

- **State Street City Hall**: Continued progress on the adaptive reuse of the former Citrus Center into a centralized civic facility featuring upgraded public meeting spaces, improved accessibility, modernized public service counters, and enhanced civic gathering areas. Construction activities commenced in February 2026 with completion anticipated in Spring 2027.
- **Safety Hall**: Advanced the development of a consolidated Police Department headquarters, including favorable bid results and substantial progress on Phase I site preparation activities. The project will centralize police operations currently spread across multiple facilities and support future departmental growth.
- **Animal Shelter, Parks, and Cultural Amenities**: Completed several quality-of-life initiatives, including installation of modular animal shelter kennels, replacement and modernization of the Ford Park restroom facility, expansion of youth sports programming at Coyazo Park, and adoption of the Cultural Arts Master Plan and Parks Master Plan.
- **Redlands Mall Area Planning**: Secured continued public parking access associated with the Redlands Mall property while supporting ongoing site transition and redevelopment activities.
- **Homeless Solutions and Housing Assistance**: Secured approximately $2 million in Proposition 47 grant funding for homelessness outreach, supportive services, and employment assistance programs; contributed to an 8% reduction in the homeless population according to Point-in-Time Count data; and assisted more than 200 individuals and families in obtaining permanent housing.
- **Climate Action and Sustainability Efforts**: Initiated a citywide solar feasibility study for municipal facilities and completed a comprehensive update to the City's Climate Action Plan.
- **Fire Station 263 Improvements**: Completed improvements including generator replacement, restroom reconfiguration, and facility upgrades to support operational reliability and firefighter accommodations.
- **Historical and Cultural Facility Investments**: Continued improvements and maintenance efforts supporting the Redlands Historical Museum Association (RHMA) and the Museum of Redlands (MOR).
- **Public Safety Technology Modernization**: Continued implementation of upgraded public safety technology and equipment, including modernization of hardware systems and deployment of Axon body-worn camera technology.

As the current fiscal year (2026) draws to a close, there are noteworthy differences between the adjusted budget for this period and the 12-Month Estimate. The 12-Month Estimate is prepared for the current fiscal year as it draws to a close and the City begins planning for the next two fiscal years. During the Mid-Year Update in March 2026, the General Fund was thought to require the use of roughly $13.7 million in prior year surplus in order to meet its spending requirements. Before the 12-Month Estimates were prepared by staff, total financial resources for the General Fund were estimated at $145 million and total financial requirements at $159 million.

As of May 2026, updated revenue forecasts project an increase of approximately $5.2 million, primarily driven by stronger-than-anticipated investment earnings and additional revenue from the Code Enforcement rental property inspection program. At the same time, projected use of reserves has increased by approximately $14.5 million due to the timing of Council-authorized, reserve-funded capital

projects, including State Street City Hall and Safety Hall. This increase reflects the carryover of previously approved use of reserves rather than new revenues.

Projected expenditures are also expected to increase by approximately $13.7 million, largely attributable to spending on these same reserve-funded capital projects. This increase reflects the carryover and implementation of previously approved projects rather than cost overruns. Collectively, these changes improve the General Fund bottom line by approximately $6 million between the Adjusted Budget and the 12-Month Estimate.

General Fund Budget Summary

	2026 ADJUSTED BUDGET	2026 12-MONTH ESTIMATED
TOTAL AVAILABLE FINANCIAL SOURCES	$ 145,862,727	$ 165,547,120
FINANCIAL REQUIREMENTS:		
Total Appropriations/New Reserves	134,750,183	134,783,540
Total Interfund Transfers To Other Funds	24,842,712	38,521,309
TOTAL FINANCIAL REQUIREMENTS	$ 159,592,895	$ 173,304,849
USE OF PRIOR YEAR SURPLUS	$ 13,730,168	$ 7,757,729
SOURCES OVER/(UNDER) REQUIREMENTS	-	-
ENDING FUND BALANCE-UNRESERVED	$ 37,687,706	$ 43,660,145

FISCAL YEAR 2027 & 2028 OVERVIEW

The Proposed Biennial Budget for Fiscal Years 2027 and 2028 was developed during a period of moderating revenue growth and increasing expenditure pressures. While General Fund revenues are projected to continue growing over the biennium, growth rates have slowed considerably from the unusually strong post-pandemic recovery period, particularly in economically sensitive revenues such as sales tax. At the same time, the City continues to absorb rising personnel, operational, and infrastructure costs associated with maintaining existing service levels and implementing prior Council priorities. Within this environment, the Proposed Biennial Budget reflects significant prioritization intended to balance ongoing operational needs, long-term infrastructure reinvestment, and organizational financial resiliency.

Key investments include:

- **Paramedic Squad Replacement**: Funding is included for replacement of the existing Medic Squad 264 vehicle, which was originally placed into service in 2018 and is approaching the end of its planned operational life cycle. The paramedic squad serves as a rapid Advanced Life Support (ALS) response

unit staffed by firefighter-paramedics and plays a critical role in emergency medical response and technical rescue operations throughout the community.

- **Advanced Emergency Medical Equipment Modernization**: The budget includes acquisition of a ZOLL AutoPulse NXT mechanical CPR system and ZOLL Zenix monitor/defibrillator platform to replace aging frontline medical equipment nearing the end of its service life. These systems provide advanced cardiac monitoring, automated high-quality CPR support, and improved resuscitation capabilities during emergency response and patient transport, enhancing reliability and operational effectiveness during critical medical incidents.
- **Ballistic Protection Equipment for Fire Personnel**: Funding is included for ballistic protective equipment for Fire Department personnel to support Rescue Task Force and other high-risk emergency response operations involving active threats or violent incidents. The equipment enhances firefighter safety while improving interoperability and coordinated response capabilities between Fire and Police personnel during critical incidents.
- **Police Department Operational Support Enhancements**: The Proposed Biennial Budget includes several modified and enhanced support positions within the Police Department, including an Administrative Manager, Dispatch Manager, and Records Manager. These positions are intended to strengthen administrative oversight, improve operational coordination, and support increasingly complex regulatory and reporting requirements.
- **Texonia Park Revitalization Project**: Continued funding is included for the multi-phase revitalization of Texonia Park, representing a substantial reinvestment in neighborhood park infrastructure and recreational amenities. Planned improvements include construction of a new parking lot, ADA-accessible walking paths, restroom renovations, new picnic areas, an inclusive playground, sports field improvements, shade structures, a fitness challenge course, splash pad amenities, dog park improvements, and basketball court rehabilitation. Many project components are anticipated to qualify for Development Impact Fee (DIF) funding eligibility and are intended to improve accessibility, recreational opportunities, and long-term usability of the facility.
- **Sylvan Park Restroom Improvements**: Funding is included to refurbish an existing restroom facility at Sylvan Park, including plumbing upgrades, fixture replacement, accessibility improvements, and modernization of finishes to improve functionality, reliability, and user experience at the park facility.
- **Joslyn Senior Center Roof Replacement**: The Proposed Biennial Budget includes replacement of the aging roof system at the Joslyn Senior Center, which has exceeded its useful life and requires replacement to protect the facility and maintain continued operations and programming for the Center's patrons.
- **A.K. Smiley Public Library Preservation**: Funding is included for termite remediation and related preservation work at the A.K. Smiley Public Library to protect and maintain one of the City's most significant historic facilities.

The Proposed Biennial Budget also reflects significant long-term reinvestment in public facilities and critical infrastructure intended to address aging facilities, improve operational efficiency, and position the organization for long-term service delivery needs. Major planned and continued investments include:

- **New Public Safety Facility (Safety Hall)**: The Proposed Biennial Budget continues funding for the construction of the new Public Safety facility through debt financing. The project represents a once-in-a-generation investment that will consolidate Police Department operations currently spread

across multiple facilities into a modern, centralized public safety facility designed to improve operational coordination, efficiency, accessibility, and long-term service capacity.

- **Fire Station No. 264 Relocation**: Funding is included for architectural design and related preconstruction activities for the relocation of Fire Station No. 264. The project will replace an aging modular station originally intended as a temporary facility that no longer adequately supports operational, staffing, and service delivery needs.
- **A.K. Smiley Public Library HVAC Cooling Tower Replacement**: As part of set asides for the Facilities Reserve, the Proposed Biennial Budget includes funding for design and replacement of the Library's aging cooling tower system.
- **Good Nite Inn Transitional Housing Acquisition:** The Proposed Biennial Budget anticipates the acquisition of the Good Nite Inn transitional housing facility through a partnership substantially funded by State and County resources. The facility currently serves individuals experiencing homelessness through interim and supportive housing operations, and the proposed acquisition is intended to preserve continuity of these services while stabilizing long-term operations of the site. Following acquisition, the City anticipates continuing to support operation of the facility through a subsidy structure generally consistent with the existing operational model.

These projects are anticipated to be funded through a combination of debt financing and future facilities reserves and are intended to address aging infrastructure, improve operational functionality, and support long-term community service needs.

While the Proposed Biennial Budget advances many City Council priorities, not all requested projects and initiatives could be accommodated within available financial resources. Several projects and initiatives were deferred or remain unfunded at this time, including the proposed Skate Park Pump Track, fencing improvements at Prospect Park near the theater area, and the Food Security Task Force initiative. These decisions reflect the need to balance competing priorities within a more constrained fiscal environment while preserving flexibility to respond to future economic conditions and operational needs. A more comprehensive listing of unfunded requests can be found on page 16 of this budget document.

MEASURE T SPENDING OVERVIEW – FY 2027 & 2028

The Proposed Biennial Budget continues to utilize Measure T revenues to support a wide range of community priorities, including public safety operations, infrastructure maintenance, capital reinvestment, homelessness response, and quality-of-life programs. Consistent with prior years, Measure T funding remains an important component of the City's long-term operational and capital planning strategy.

Fiscal Year 2027
Projected Measure T Sales Tax Revenue $20,629,000

Fiscal Year 2028
Projected Measure T Sales Tax Revenue $21,252,000

Portfolio of Service-Level Investments:

- Public Safety Operations & Staffing
    - Police and Fire personnel, equipment leases, IT systems, and operational support
- Infrastructure & Asset Maintenance
    - Enhanced & ongoing maintenance of streets, trees, facilities, sidewalks, and ADA improvements
- Community Services & Quality of Life
    - Enhanced recreation programming, library services, homelessness response, and community events
- Capital Investment & Equipment Replacement
    - Vehicle and equipment lifecycle replacement, facility improvements, and capital planning
- Strategic Reserves & Major Facilities
    - Set asides and funding toward long-term public safety facilities and infrastructure
- Homeless Solutions and Services
    - Ongoing supportive services, housing assistance programs, and outreach efforts

Examples of Planned Investments (Subject to Timing and Delivery) –

- Fire Apparatus Replacement, Acquisition and Outfitting
- Police Vehicle Lease Replacement Program
- Dispatch Radio Console Modernization
- Axon Body-Worn Camera Replacement Program
- Axon Taser Replacement Program
- Police Specialized IT Hardware and Software Upgrades
- Firefighter Ballistic Protective Equipment
- Traffic Signal Maintenance and Repairs
- Texonia Park Revitalization Project
- Sylvan Park Restroom Renovation
- Ford Park Restroom Replacement
- Citywide Playground Replacement Program
- Citywide Park Furnishing Replacement Program
- Martinez Park Bleacher Improvements
- Freeway Frontage Beautification Improvements
- Joslyn Senior Center HVAC Replacement
- Library Flooring Replacement Project
- Fire Station Bay Door Replacement and Painting
- Fire Station Restroom Tile Replacement
- Electrical Repairs and Infrastructure Improvements for City Parks
- Community Gardens Landscaping and Irrigation Improvements
- Recreation Field Lining and Infield Improvements
- Expanded Recreation and Senior Programming
- Community Special Events and Family Programming
- Streets Maintenance Vehicle Replacement
- Streets Backhoe Loader Replacement
- Public Safety & Facility Debt Service

Because Measure T supports ongoing services and multi-year capital investments, individual projects may be delivered, delayed, or completed across fiscal years; therefore, annual reporting reflects actual timing of expenditures rather than the initial year of budget authorization.

OTHER FUNDS

While emphasis in this message is placed on the capital improvement projects and service level enhancements funded by the City's General Fund, the services delivered to the community and its residents through the City's Enterprise Funds are of significance as well and warrant discussion here.

In addition to a General Fund Budget of $134 and $138 million in fiscal years 2027 & 2028 respectively, the City's budget includes Enterprise Funds totaling approximately $136.3 and $92.8 million for fiscal years 2027 & 2028. In the Water Fund, appropriations for FY 2027 and 2028 total roughly $43.3 and $43.7 million respectively, with about $12.4 million dedicated to capital improvement projects (CIP) in FY 2027 and $12.1 million dedicated in FY 2028. These projects include plans for pipeline replacement, expansion and renovation of the Joint Utilities Laboratory, wellhead perchlorate treatment for two wells, fleet & heavy-duty equipment replacements, and a filter press to dewater sludge at the Hinckley Water Treatment Plant.

In the Wastewater Fund, appropriations total approximately $68.5 and $21.7 million for FY 2027 & 2028 respectively, with $2.5 million in pipeline replacement budgeted to replace a combined total of roughly 4 to 5 miles of sewer pipeline. It is worth noting that the Wastewater Fund's largest planned capital project, the Wastewater Treatment Plant Capital Modifications Phase 2 project (approximately $45 million), is included in the proposed FY 2027 budget. Municipal Utilities and Engineering staff were previously notified that the City had been awarded State Revolving Fund financing for construction of the project, and the funding process has since been completed. Construction plans and specifications were subsequently advertised for bid; however, the bids received significantly exceeded the engineer's estimate and were ultimately rejected. Staff are currently revising the plans and project approach with the intent to rebid the project in late summer or fall 2026. The Clean Water State Revolving Fund is a federal-state partnership that provides low-cost financing to communities for a wide range of water quality infrastructure projects, including municipal wastewater facilities. The project will completely rebuild the existing facility, which was originally constructed in 1962, and was expanded in 1972, 1988 and 2004.

Lastly, in the Solid Waste Fund, annual appropriations total roughly $27.2 and $27.4 million for FY 2027 & 2028. Included in these appropriations is approximately $7 million of capital spending for the purchase of new solid waste collection vehicles, including Zero Emission Vehicles and corresponding infrastructure, per new State mandates for publicly operated heavy-duty fleets. The other significant capital investment in the Solid Waste fund is the Phase V cell expansion, estimated at roughly $4 million.

ECONOMIC OUTLOOK AND RISKS TO THE BUDGET

The City's financial position is expected to remain stable throughout the FY 2027 and FY 2028 biennium; however, the economic environment entering this budget cycle differs meaningfully from the conditions experienced during the immediate post-pandemic recovery period. Much of the unusually strong revenue growth experienced over the last several fiscal years, particularly in economically sensitive revenues such as sales tax, has begun to moderate toward more normalized historical trends. At the same time, the City continues to absorb significant ongoing obligations associated with labor costs, infrastructure maintenance, expanded service expectations, and long-term capital investments.

General Fund Budget Summary

	2025 AUDITED ACTUAL	2026 12-MONTH ESTIMATED	2027 CITY MANAGER RECOMMENDED	2028 CITY MANAGER RECOMMENDED
TOTAL AVAILABLE FINANCIAL SOURCES	$ 145,836,211	$ 165,547,120	$ 129,473,947	$ 130,998,392
FINANCIAL REQUIREMENTS:				
Total Appropriations/New Reserves	131,672,205	134,783,540	123,267,980	125,857,484
Total Interfund Transfers To Other Funds	14,995,869	38,521,309	11,933,149	13,173,062
TOTAL FINANCIAL REQUIREMENTS	$ 146,668,074	$ 173,304,849	$ 135,201,129	$ 139,030,546
USE OF UNASSIGNED FUND BALANCE	$ 831,863	$ 7,757,729	$ 5,727,182	$ 8,032,154
SOURCES OVER/(UNDER) REQUIREMENTS	-	-	-	-
ENDING FUND BALANCE-UNSASSIGNED	$ 51,417,874	$ 43,660,145	$ 37,932,963	$ 29,900,808

The Proposed Biennial Budget reflects an effort to align ongoing expenditures with sustainable long-term revenue growth while continuing to maintain core public services, invest in critical infrastructure, and preserve organizational resiliency. This balancing effort has become increasingly complex as inflationary pressures continue to affect labor, construction, insurance, materials, utilities, and contracted services at rates that often exceed historical averages.

Statewide and regional economic forecasts generally continue to project economic growth rather than recession; however, many forecasts also point toward slower employment growth, elevated uncertainty, and increased variability in economic performance over the next several years. The City recognizes that broader economic conditions remain susceptible to factors largely outside of local control, including monetary policy decisions, inflation trends, geopolitical instability, and fluctuations in consumer and business confidence.

Against this backdrop, the City anticipates that additional prioritization and ongoing evaluation of expenditures, service levels, staffing needs, and capital project timing will likely be necessary in future fiscal years. Much like the State of California and many local agencies, a growing share of ongoing expenditures now reflects the cost of sustaining and operating previously expanded services, facilities, staffing levels, and infrastructure commitments rather than the addition of entirely new programs or services. As revenue growth moderates, it becomes increasingly important to ensure that ongoing expenditures remain aligned with sustainable long-term funding sources.

No budget summary would be complete without acknowledging the presence of risks to the forecast. The City Manager's Proposed Biennial Budget for Fiscal Years 2027 and 2028 represents a carefully developed financial plan for the coming budget cycle; however, economic conditions, operational needs, and external factors can change over time. While the City's budget is built with resiliency and flexibility in mind to help accommodate fluctuations in revenues and expenditures, several risks remain that could materially impact future financial performance. The following represents a partial list of such risks:

- The collective bargaining agreements with the City's nine (9) bargaining units will expire on June 30, 2026, and negotiations for successor agreements remain ongoing. There is a risk that labor costs ultimately exceed the assumptions incorporated into the Proposed Biennial Budget.
- Construction cost escalation and market volatility may impact the ultimate cost of Fire Station No. 264's relocation and other major capital initiatives.
- The Proposed Biennial Budget assumes a vacancy factor of approximately seven percent across various departments. If vacancies are filled more quickly than anticipated, personnel expenditures may exceed budgeted assumptions.
- Interest rates are expected to remain elevated relative to historical norms, which may continue to slow interest-sensitive economic activity, consumer spending, development activity, and housing markets, potentially impacting economically sensitive City revenues.
- The City is self-insured, and the budget for claims and litigation is based on historical trends and information known at the time the budget is prepared. Actual claims, settlements, or litigation outcomes could exceed budgeted amounts.

While the City is not budgeting for an immediate economic downturn, the Proposed Biennial Budget recognizes that future financial flexibility may become more constrained if economic conditions weaken further or expenditure growth continues to outpace recurring revenue growth. As a result, future budgets may require additional expenditure reductions, service deferrals, delayed capital implementation, or reprioritization of projects and operational enhancements in order to preserve long-term fiscal stability and maintain the City's strong financial position.

CONCLUSION

The City's proposed biennial budget for Fiscal Years 2027 and 2028 reflects a deliberate and balanced approach to maintaining essential public services, investing in community priorities, and positioning the City for long-term sustainability. While the City continues to benefit from a stable financial position and healthy reserves, the economic environment has changed meaningfully from the unusually strong post-pandemic growth experienced during the last budget cycle. Revenue growth has moderated, operational and personnel costs continue to rise, and the City faces increasing long-term obligations associated with infrastructure, facilities, and service delivery expectations.

In response, this budget reflects significant prioritization and strategic decision-making across the organization. Departments worked collaboratively to reprioritize spending, defer lower-priority enhancements, and identify operational reductions in order to preserve core services and fund critical

investments. At the same time, the proposed budget continues to advance several transformational projects for the community, including Safety Hall, the relocation of Fire Station No. 264, public safety technology modernization, homelessness response efforts, and the replacement of critical building systems such as the HVAC infrastructure at the A.K. Smiley Public Library. These investments are intended not only to address current operational needs, but to responsibly reinvest in public facilities and infrastructure that will serve the community for decades to come.

The proposed budget also recognizes that maintaining current service levels has become significantly more expensive due to inflationary pressures, evolving community expectations, aging infrastructure, ongoing collective bargaining negotiations, and the need to recruit and retain a highly qualified workforce in an increasingly competitive labor market. While the City's total compensation structure remains generally competitive, management recognizes the importance of continuing to evaluate employee compensation and organizational sustainability in order to maintain high-quality municipal services over the long term.

Although the City continues to maintain a healthy unassigned General Fund balance, current financial planning anticipates the strategic use of one-time reserves for major capital and facility investments. As a result, management believes it will be increasingly important in future years to carefully evaluate programs, service levels, operational priorities, and long-term affordability as part of the City's upcoming strategic planning efforts. There remains more to do than can reasonably be funded at one time, and continued prioritization will be necessary to balance community expectations, infrastructure needs, employee investment, and long-term fiscal stewardship.

I want to express my sincere appreciation to the department directors, management staff, and employees throughout the organization for their collaborative efforts in developing this proposed budget and continuing to deliver exceptional public services each day. A special note of thanks should also be extended to the Finance Department staff for their diligent work preparing, analyzing, and presenting the substantial amount of financial and operational information necessary to support this budget process. Finally, I would be remiss if I did not recognize the extraordinary efforts of the City's employees, whose professionalism and dedication continue to contribute meaningfully to the quality of life enjoyed by the Redlands community. With the continued leadership of the City Council and support of the community, the City remains well-positioned to responsibly navigate future challenges while continuing to invest in services, infrastructure, and priorities that reflect the values of the community.

Respectfully submitted,



Charles M. Duggan, Jr., City Manager
City of Redlands

General Fund Budget Summary

	2025 ACTUAL (AUDITED)	2026 ADJUSTED BUDGET	2026 12 MONTH ESTIMATED	2027 CITY MANAGER RECOMMENDED	2028 CITY MANAGER RECOMMENDED
AVAILABLE FINANCIAL SOURCES:					
BEGINNING FUND BALANCE-UNASSIGNED	$ 52,249,737	$ 51,417,874	$ 51,417,874	$ 43,660,145	$ 37,932,963
Revenues					
Taxes:					
Property	44,984,981	44,938,487	45,963,826	47,923,786	49,802,999
Sales	26,750,778	26,915,810	27,279,138	27,774,438	28,515,389
Measure T Sales Tax	20,337,840	20,135,370	20,171,000	20,629,000	21,252,000
Franchise	2,685,573	3,365,568	2,269,752	3,319,766	3,458,479
Other-(TOT, Property Transfer, Mining)	2,604,008	2,953,500	2,444,368	2,719,431	2,664,436
Total Taxes	97,363,181	98,308,735	98,128,084	102,366,421	105,693,303
General Government:					
Business Licenses	6,050,839	6,265,000	6,650,000	6,650,000	6,650,000
Motor Vehicle Fees	115,177	65,000	111,682	94,750	97,259
Interfund Charges	4,322,916	4,460,480	4,460,440	5,877,205	6,070,519
Investment Income	3,545,675	450,000	3,335,984	1,500,000	850,000
Other	1,239,934	790,662	714,831	545,304	565,211
Total General Government	15,274,540	12,031,142	15,272,937	14,667,259	14,232,989
Charges For Services:					
Development Services	4,179,538	3,823,629	3,890,145	3,618,241	3,416,636
Library	4,980	44,284	46,500	6,250	6,250
Police	2,568,894	727,767	801,442	737,100	737,100
Animal Services	305,207	43,191	91,014	50,484	52,912
Community Services	698,516	702,779	764,800	810,124	883,086
Fire	1,425,847	501,300	778,510	501,300	501,300
Facilities	2,364,124	1,428,092	2,588,028	1,617,739	1,548,870
Engineering	1,216,154	794,000	1,231,240	1,176,161	1,234,619
Total Charges For Services	12,763,261	8,065,043	10,191,677	8,517,399	8,380,773
Total Revenues	125,400,982	118,404,919	123,592,698	125,551,079	128,307,065
Interfund Transfers from Other Funds:					
Governmental Grants (200)	67,089	-	-	-	-
Gas Tax (207)	2,048,335	2,103,423	2,105,839	2,144,688	2,184,232
Traffic Safety (223)	170,307	127,000	138,054	127,000	127,000
Water (501, 503)	281,510	288,804	288,804	298,852	301,689
Solid Waste (511, 513)	68,313	64,306	64,306	54,121	54,884
Sewer (521)	124,677	27,560	27,560	23,207	23,522
Total Interfund Transfers From Other Funds	2,760,231	2,611,093	2,624,563	2,647,868	2,691,327
Decreases/Use of to Reserves:					
Reserve for Advances Receivable					
Reserve for Loans	2,461,644	-	-	-	-
Reserve for Prepaids	501,110	-	-	-	-
Reserve for Donations	15,072	100,000	100,000	225,000	-
Reserve for PEG Fees	-	-	334,322	-	-
Reserve for Parking Improvements	-	-	648,548	-	-
Reserve for Maintenance: Bldgs. & Improv.	-	750,000	750,000	100,000	-
Reserve for Unfunded Mandates	850,000	750,000	750,000	-	-
Reserve for Capital: >$50,000	64,707	497,700	754,700	-	-
Reserve for Fire Equipment	65,934	31,773	262,839	50,000	-
Reserve for Sidewalk Improvements	-	29,406	29,406	-	-
Reserve for Public Safety / Homelessness	2,527,356	-	-	-	-
Reserve for Future Facilities	2,905,554	12,645,666	23,591,682	900,000	-
Reserve for Public Benefit	27,390	238,667	2,304,859	-	-
Reserve for Encumbrances	8,256,232	9,803,503	9,803,503	-	-
Total Cancellations or Decreases to Reserves	17,674,998	24,846,715	39,329,859	1,275,000	-
TOTAL AVAILABLE FINANCIAL SOURCES	$ 198,085,948	$ 197,280,601	$ 216,964,994	$ 173,134,093	$ 168,931,355
(Without Unassigned Fund Balance)	$ 145,836,211	$ 145,862,727	$ 165,547,120	$ 129,473,947	$ 130,998,392

General Fund Budget Summary (cont.)

	2025 ACTUAL (AUDITED)	2026 ADJUSTED BUDGET	2026 12 MONTH ESTIMATED	2027 CITY MANAGER RECOMMENDED	2028 CITY MANAGER RECOMMENDED
FINANCIAL REQUIREMENTS:					
Appropriations/Expenditures					
City Council	503,181	737,111	734,018	568,820	575,513
City Clerk	435,016	511,378	369,027	456,562	390,969
City Manager (incl. Homeless Solutions in FY 2026)	2,177,970	3,024,113	3,161,059	2,840,069	2,870,966
Human Resources	5,484,778	6,549,851	6,628,977	6,657,845	7,045,364
City Attorney	955,943	826,283	957,168	1,022,617	1,055,000
Management Services	3,084,015	4,097,213	4,258,301	3,717,257	3,891,506
Development Services	5,518,814	6,873,084	6,235,125	5,948,249	6,040,541
Facilities & Animal Services	22,157,350	29,788,131	28,810,708	20,652,211	20,551,700
Community Services	2,194,349	3,005,872	2,653,809	2,886,746	3,001,806
Engineering	1,945,560	2,009,219	2,125,168	1,204,407	1,247,049
Library	3,410,455	4,540,608	4,153,057	4,079,178	4,154,047
Police	40,222,820	43,646,376	43,829,721	43,615,459	45,701,929
Fire	24,071,332	25,410,945	25,222,403	24,618,561	24,331,093
Total Appropriations	112,161,583	131,020,183	129,138,540	118,267,980	120,857,484
Interfund Transfers to Other Funds:					
Governmental Grants (200)	14,448	-	-	-	-
Paramedic Fund (205)	4,700,338	5,720,339	5,608,004	5,453,381	5,922,068
Traffic Safety (223)	23,020	-	-	-	-
Downtown Redlands Business Assoc. (236)	30,394	98,145	64,472	63,649	69,036
Parking Authority (237)	20,426	15,722	19,722	20,443	21,227
CFD 2004-1 (261)	-	30,000	-	-	-
Landscape Maintenance District (263)	23,255	26,380	42,706	42,908	45,741
Safety Hall (406)	2,905,554	12,645,666	23,926,004	-	-
Citrus Groves (538)	10,000	200,000	890,000	315,426	405,297
Liability Self-Insurance (602)	6,918,434	6,106,460	7,970,401	6,037,342	6,709,693
Information Technology (604)	350,000	-	-	-	-
Total Interfund Transfers To Other Funds	14,995,869	24,842,712	38,521,309	11,933,149	13,173,062
New or Increases to Reserves					
Reserve for Prepaids	430,838	-	-	-	-
Reserve for Donations	446,796	-	-	-	-
Reserve for PEG Fees	27,129	-	-	-	-
Reserve for Operational Contingency	1,275,000	-	-	-	-
Reserve for Encumbrances	9,803,503	-	-	-	-
Reserve for Future Facilities	7,527,356	3,730,000	4,945,000	5,000,000	5,000,000
Reserve for Public Safety / Homelessness	-	-	700,000	-	-
Total New or Increases to Reserves	19,510,622	3,730,000	5,645,000	5,000,000	5,000,000
TOTAL FINANCIAL REQUIREMENTS	$ 146,668,074	$ 159,592,895	$ 173,304,849	$ 135,201,130	$ 139,030,546
USE OF UNASSIGNED FUND BALANCE	$ 831,863	$ 13,730,168	$ 7,757,729	$ 5,727,182	$ 8,032,154
SOURCES OVER/(UNDER) REQUIREMENTS	-	-	-	-	-
ENDING FUND BALANCE-UNASSIGNED	$ 51,417,874	$ 37,687,706	$ 43,660,145	$ 37,932,963	$ 29,900,808

REVENUES

ORGKEY	OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
		PROPERTY TAXES					
101501	4101	Current Secured Taxes	42,507,047	42,581,787	43,555,126	45,597,513	47,517,035
101501	4102	Current Unsecured Taxes	940,453	809,200	1,444,500	1,374,534	1,390,957
101501	4103	Supplemental Secured Taxes	485,570	503,200	553,200	552,056	502,093
101501	4104	Supplemental Unsecured Taxes	39,679	50,000	-	-	-
101501	4105	Secured PY Taxes	208,612	360,000	-	-	-
101501	4106	Unsecured PY Taxes	7,920	12,600	-	-	-
101501	4107	Supplemental PY Taxes	291,176	262,700	-	-	-
101501	4108	Possessory Interest Taxes	483,032	359,000	410,000	399,683	392,914
101501	4110	Supplemental - Voter Approved	21,491	-	1,000	-	-
		TOTAL PROPERTY TAXES	44,984,981	44,938,487	45,963,826	47,923,786	49,802,999
		OTHER TAXES					
101501	4001	Sales Tax - Donut Hole	7,138,233	7,304,606	7,544,782	7,671,092	7,805,506
101501	4003	Sales and Use Tax	18,215,980	18,177,000	18,300,125	18,591,980	19,153,176
101501	4005	Public Sfy Sales Tax-Prop 172	1,396,565	1,434,204	1,434,231	1,511,366	1,556,707
101501	4006	Measure T Sales Tax	20,337,840	20,135,370	20,171,000	20,629,000	21,252,000
101501	4207	Property Transfer Tax	342,856	598,500	410,377	487,300	432,305
101502	4208	Transient Occupancy Tax	1,979,925	1,995,000	1,766,533	1,912,601	1,912,601
101502	4209	Franchise Fees	2,685,573	3,365,568	2,269,752	3,319,766	3,458,479
101502	4210	Mining Tax	281,228	360,000	267,458	319,530	319,530
		TOTAL OTHER TAXES	52,378,199	53,370,248	52,164,258	54,442,635	55,890,304
		TOTAL TAXES	97,363,181	98,308,735	98,128,084	102,366,421	105,693,303
		OTHER REVENUES					
101502	4301	Business License	6,050,839	6,265,000	6,650,000	6,650,000	6,650,000
101502	4302	Dog License	57,199	55,000	58,061	53,028	53,198
101502	4305	Building Permits	1,265	1,000	1,250	1,000	1,000
101120	4329	Miscellaneous Permit	1,989	2,000	2,000	2,000	2,000
101501	4403	Motor Vehicle Fees	115,177	65,000	111,682	94,750	97,259
101501	4405	Mandated Costs Reimb	142,107	110,000	119,475	94,791	104,920
101120	4415	Cost Recovery/Reimbursed Exp	880	-	-	-	-
101140	4415	Cost Recovery/Reimbursed Exp	-	-	439	-	-
101150	4415	Cost Recovery/Reimbursed Exp	2,515	3,000	3,000	3,000	3,000
101254	4415	Cost Recovery/Reimbursed Exp	-	-	701	-	-
101501	4415	Cost Recovery/Reimbursed Exp	-	3,000	2,000	2,000	2,000
101150	4521	City Atty Services Reimbursed	83,066	90,000	90,000	90,000	90,000
101501	4604	City Ordinance Violation	10,765	7,000	6,905	8,715	8,715
101502	4701	Application/Filing Fee	258,605	175,000	376,671	238,985	248,593
101121	4711	PEG Fees	29,281	45,000	45,000	45,000	45,000
101501	4805	General Gov't Overhead	4,322,916	4,460,480	4,460,440	5,877,205	6,070,519
101501	4808	Investment Income	37,251	-	-	-	-
101502	4808	Investment Income	5,661,585	450,000	3,335,984	1,500,000	850,000
101502	4810	Returned Check Fee	188	100	200	200	200
101501	4812	Sale of Surplus Property	77	5,000	500	-	-
101503	4812	Sale of Surplus Property	-	-	2,724	-	-
101501	4814	Miscellaneous Receipts	670,580	293,987	6,000	6,000	6,000
101502	4814	Miscellaneous Receipts	(120)	-	-	-	-
101110	4817	Misc. Taxable Sales	125	75	75	85	85
101501	4817	Misc. Taxable Sales	-	-	30	-	-
101501	4820	Bad Debt Recoveries	-	500	500	500	500
		TOTAL OTHER REVENUES	17,446,289	12,031,142	15,273,638	14,667,259	14,232,989
		TOTAL GENERAL GOVERNMENT	**114,809,469**	**110,339,877**	**113,401,722**	**117,033,680**	**119,926,292**

REVENUES

ORGKEY	OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
		DEVELOPMENT SERVICES					
101162	4305	Building Permits	1,667,570	1,405,237	1,490,581	1,447,394	1,490,816
101164	4305	Building Permits	100,184	83,948	83,948	86,466	89,060
101162	4306	Electrical Permits	232,082	163,644	167,556	168,553	173,610
101162	4307	Plumbing Permits	120,348	101,580	101,580	104,627	107,766
101162	4309	HVAC Permits	143,747	147,111	147,111	151,524	156,070
101162	4310	Cert of Occupancy	16	8,176	8,176	8,421	8,674
101162	4311	Pool and Spa Permits	24,005	32,804	32,804	33,789	34,802
101164	4312	Sign Permits	8,216	13,952	13,952	14,371	14,802
101164	4313	Demolition Permits	3,734	9,156	9,156	9,430	9,713
101162	4314	Roofing Permits	186,239	169,124	169,124	174,198	179,424
101164	4315	Historic Cert of Approp	12,217	6,971	9,183	7,180	7,611
101164	4320	East Valley Corridor	(4,162)	15,636	-	-	-
101164	4321	Specific Plan	23,631	15,890	-	16,367	16,858
101164	4322	Conditional Use Permit	74,846	72,969	72,969	75,158	77,413
101164	4323	Variances	25,762	9,649	18,495	9,939	10,237
101164	4324	Home Occupation Permit	10,400	4,484	10,240	4,619	4,758
101162	4331	Solar Permit	450	4,139	4,139	4,263	4,391
101164	4332	Zone Clearance for Business Li	-	18,746	-	-	-
101164	4333	Temp Holiday Sales Permits	-	6,510	-	-	-
101164	4334	Temp & Special Events Permits	-	5,948	-	-	-
101164	4335	Administrative Use Permits	-	5,015	-	-	-
101164	4415	Cost Recovery/Reimbursed Exp	350,035	506,919	377,402	301,328	-
101162	4501	General Plan Review Fee	175,604	60,379	165,847	62,190	64,056
101164	4502	General Plan Amendment	-	10,448	-	-	-
101162	4503	Plan Check	611,754	462,843	587,660	476,728	491,030
101164	4503	Plan Check	101,349	64,341	100,000	110,000	113,300
101164	4504	Preliminary Review	11,076	10,337	12,019	10,647	10,967
101164	4505	CRA Review	62,786	88,512	70,000	91,167	93,902
101164	4506	Map Review	87,859	84,029	84,029	86,550	89,147
101164	4507	Street Vacation	10,074	6,917	-	7,125	7,339
101164	4508	Environmental Impact	1,534	-	-	-	-
101164	4509	Residential Development Alloc	-	-	-	-	-
101164	4510	Planning Appeal Processing	-	4,159	-	-	-
101164	4511	Ordinance Amendment	3,240	6,685	6,685	6,885	7,092
101164	4512	Development Agreements	-	11,489	2,000	-	-
101164	4513	Annexation Agreements	1,785	9,151	2,000	9,425	9,708
101164	4514	Preannex. Agreements	-	7,354	7,354	7,575	7,802
101164	4515	Socio-Economic Studies	31,285	25,387	30,542	25,000	25,750
101162	4528	Research & Microfilming	3,134	7,398	7,398	7,620	7,849
101164	4593	Measure U Exemption	3,903	-	-	-	-
101164	4717	Contract Administration Fee	44,923	78,553	40,000	42,000	43,260
101164	4734	Legal Notice Ad Publication	11,235	27,553	8,000	10,000	10,300
101164	4735	Tribal Government Notification	1,180	18,231	3,000	3,500	3,605
101164	4736	Environmental CEQA Notice Publ	1,070	11,021	2,000	2,200	2,266
101162	4810	Returned Check Fee	189	-	27	-	-
101161	4814	Miscellaneous Receipts	-	-	-	-	-
101164	4814	Miscellaneous Receipts	36,238	21,232	45,167	42,000	43,260
		TOTAL DEVELOPMENT SERVICES	4,179,538	3,823,629	3,890,145	3,618,241	3,416,636
		LIBRARY					
101190	4733	Library Fines	4,980	4,284	6,500	6,250	6,250

ORGKEY	OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
		LIBRARY					
101191	4801	Lincoln Shrine Support	-	40,000	40,000	-	-
		TOTAL LIBRARY	4,980	44,284	46,500	6,250	6,250
		POLICE DEPARTMENT					
101202	4325	Adult Oriented Bus Permit	748	2,500	356	1,500	1,500
101202	4412	POST Training Reimbursement	40,854	20,000	20,000	20,000	20,000
101202	4414	IRNET Reimbursement	5,610	7,500	22,155	22,200	22,200
101200	4415	Cost Recovery/Reimbursed Exp	466,255	30,000	30,000	20,000	20,000
101202	4415	Cost Recovery/Reimbursed Exp	6,184	-	-	-	-
101204	4415	Cost Recovery/Reimbursed Exp	-	540,000	540,000	540,000	540,000
101202	4525	Depositions	5,510	5,250	5,250	5,250	5,250
101202	4526	Fingerprinting/Bkgrd Check	506	-	400	500	500
101202	4529	Police Reports	6,600	4,500	4,500	4,500	4,500
101202	4579	Vehicle Impound Fees	48,492	45,000	45,000	45,000	45,000
101202	4580	Tow Fees	35,360	35,000	37,284	35,000	35,000
101202	4584	Contract Services	2,046	2,300	1,302	2,000	2,000
101200	4606	False Alarm Fees	-	8,000	8,000	8,000	8,000
101202	4607	Booking Restitution	631	-	650	650	650
101202	4810	Returned Check Fee	15	-	-	-	-
101200	4812	Sale of Surplus Property	35,355	-	38,920	-	-
101202	4812	Sale of Surplus Property	13,475	-	14,907	-	-
101202	4814	Miscellaneous Receipts	505	7,500	12,500	12,500	12,500
101202	4819	Donations	290,000	20,217	20,217	20,000	20,000
101202	4827	Lease Proceeds	1,610,749	-	-	-	-
		TOTAL POLICE DEPARTMENT	2,568,894	727,767	801,442	737,100	737,100
		FIRE DEPARTMENT					
101251	4310	Cert of Occupancy	631	4,000	800	4,000	4,000
101251	4327	Special Fire Permits	160,556	65,000	120,000	65,000	65,000
101251	4328	Fire Permits	-	6,000	581	6,000	6,000
101250	4409	Mutual Aid Reimbursement	942,361	350,000	476,678	350,000	350,000
101250	4415	Cost Recovery/Reimbursed Exp	3,425	15,000	1,000	15,000	15,000
101251	4415	Cost Recovery/Reimbursed Exp	-	1,000	-	1,000	1,000
101251	4503	Plan Check	164,081	30,000	115,000	30,000	30,000
101250	4516	Fire Department Reports	90	-	-	-	-
101251	4520	State Mandated Inspect.	46	3,000	50,000	3,000	3,000
101250	4531	City Classes/Programs	9,661	17,000	1,000	17,000	17,000
101251	4602	Code Enforcement Abatement	-	800	-	800	800
101250	4603	Fire Alarms	1,000	500	-	500	500
101250	4812	Sale of Surplus Property	4,125	-	8,750	-	-
101250	4819	Donations	1,400	7,500	4,000	7,500	7,500
101251	4819	Donations	-	1,500	-	1,500	1,500
101250	4827	Lease Proceeds	120,271	-	-	-	-
		TOTAL FIRE DEPARTMENT	1,407,647	501,300	777,809	501,300	501,300
		FCS - ANIMAL SERVICES					
101311	4534	Animal Adoptions	11,845	8,000	16,446	14,800	15,244
101311	4535	Boarding Fees	2,435	2,381	5,887	4,408	4,540
101311	4536	Owner Release for Adoption	1,605	794	608	1,166	1,201
101311	4537	Shelter Apprehension Fees	1,030	2,987	1,530	1,717	1,768
101311	4538	Shelter Deposit Fees	9,945	14,652	13,000	13,000	14,304
101311	4585	Animal Pick-Up Reimb (NPDES)	16,710	14,377	13,896	15,393	15,855
101311	4819	Donations	162,910	-	39,647	-	-

ORGKEY	OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
		FCS - ANIMAL SERVICES					
101311	4827	Lease Proceeds	98,727	-	-	-	-
		TOTAL FCS - ANIMAL SERVICES	305,207	43,191	91,014	50,484	52,912
		RECREATION & SENIOR SERVICES					
101309	4415	Cost Recovery/Reimbursed Exp	48	-	381	-	-
101309	4530	Contract Classes	371,760	401,830	400,000	421,922	464,114
101309	4531	City Classes/Programs	-	-	203	-	-
101309	4533	Lighting Fees	76,954	57,588	50,000	63,346	72,848
101309	4544	Tours/Excursions	-	1,983	-	-	-
101309	4545	Program Income	8,242	15,357	11,386	15,357	16,124
101309	4802	Concessions (Payphone)	-	520	-	-	-
101309	4812	Sale of Surplus Property	3,000	-	-	-	-
101309	4813	Rental Income	233,013	225,000	287,000	300,000	320,000
101309	4815	Game Income	3,788	501	2,330	2,500	3,000
101309	4819	Donations	1,324	-	13,500	7,000	7,000
		TOTAL RECREATION & SENIOR SERVICES	698,128	702,779	764,800	810,124	883,086
		FACILITIES AND COMMUNITY SERVICES DEPARTMENT					
101303	4312	Sign Permits	6,182	1,500	7,499	6,000	6,000
101300	4415	Cost Recovery/Reimbursed Exp	43,046	75,000	3,000	75,000	75,000
101302	4415	Cost Recovery/Reimbursed Exp	139	-	-	-	-
101303	4415	Cost Recovery/Reimbursed Exp	542	-	844,045	-	-
101304	4415	Cost Recovery/Reimbursed Exp	95,241	-	66,553	-	-
101306	4415	Cost Recovery/Reimbursed Exp	-	-	15	-	-
101300	4523	Abandoned Prop Inspections	550	-	178	-	-
101306	4524	Rental Property Inspections	80,286	-	100,000	110,000	120,000
101300	4602	Code Enforcement Abatement	58,916	70,000	35,000	70,000	70,000
101300	4702	Litter Control Fees	6,326	-	4,975	-	-
101304	4703	Street Cleaning Fees	351,800	332,187	300,000	332,187	332,187
101300	4725	Landfill Mitigation Fees	304,524	400,000	300,000	320,000	325,000
101303	4729	Reimb. Property Damages	-	-	1,496	-	-
101303	4809	Finance Charges	650	-	200	-	-
101306	4810	Returned Check Fee	-	-	54	-	-
101300	4811	Land Sale Proceeds	(837)	-	1,164	-	-
101300	4812	Sale of Surplus Property	10,278	-	-	-	-
101303	4812	Sale of Surplus Property	14,112	-	11,650	-	-
101304	4812	Sale of Surplus Property	5,489	-	250	-	-
101300	4813	Rental Income	7,502	-	485	-	-
101303	4813	Rental Income	127,222	120,000	120,000	120,000	120,000
101310	4813	Rental Income	941,066	429,405	560,076	584,552	500,683
101300	4814	Miscellaneous Receipts	446	-	-	-	-
101301	4814	Miscellaneous Receipts	(5)	-	72	-	-
101310	4814	Miscellaneous Receipts	-	-	6	-	-
101300	4819	Donations	4,500	-	-	-	-
101301	4827	Lease Proceeds	123,296	-	-	-	-
101303	4827	Lease Proceeds	66,440	-	-	-	-
101304	4827	Lease Proceeds	79,494	-	-	-	-
101303	4830	Interest on Leases	16,869	-	-	-	-
101310	4830	Interest on Leases	20,050	-	-	-	-

ORGKEY	OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
		FACILITIES AND COMMUNITY SERVICES DEPARTMENT					
101300	4834	IN-LIEU LANDSCAPING	-	-	231,309	-	-
		TOTAL FACILITIES AND COMMUNITY SERVICES DEPARTMENT	2,364,124	1,428,092	2,588,028	1,617,739	1,548,870
		ENGINEERING					
101400	4305	Building Permits	14,858	10,000	15,000	15,750	16,538
101400	4308	Grading/Paving Permits	61,574	32,000	61,600	64,680	67,914
101400	4316	Street Permits	559,528	350,000	563,000	591,150	620,708
101400	4319	NPDES Permits	221,260	140,000	300,000	200,000	210,000
101400	4322	Conditional Use Permit	14,476	8,000	8,000	7,109	7,464
101400	4330	Street Rep Fee-TruckHaul Prmt	-	-	22,180	23,289	24,453
101400	4415	Cost Recovery/Reimbursed Exp	22,948	25,000	23,000	24,150	25,358
101400	4503	Plan Check	161,315	120,000	120,000	126,000	132,300
101400	4505	CRA Review	9,036	7,000	7,000	7,000	7,000
101400	4506	Map Review	33,651	40,000	25,000	26,250	27,563
101400	4507	Street Vacation	3,639	2,000	2,000	2,100	2,205
101400	4512	Development Agreements	11,346	5,000	25,700	26,985	28,334
101400	4522	WQMP Review Admin	41,758	30,000	33,260	34,923	36,669
101400	4578	Street Trench Cut Fee	17,765	25,000	25,500	26,775	28,114
101400	4812	Sale of Surplus Property	43,000	-	-	-	-
		TOTAL ENGINEERING	1,216,154	794,000	1,231,240	1,176,161	1,234,619
		TOTAL GENERAL FUND (101)	**127,554,144**	**118,404,919**	**123,592,698**	**125,551,079**	**128,307,065**

REVENUES

ORGKEY	OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
		GENERAL GOVT GRANTS (200)					
200120	4401	State Grants	3,741,456	5,810,785	5,810,785	-	-
200164	4401	State Grants		60,000	60,000	-	-
200190	4401	State Grants	1,806,002	565,170	565,170	-	-
200202	4401	State Grants	43,373	270,069	270,069	-	-
200300	4401	State Grants	2,081	1,862	1,862	-	-
200303	4401	State Grants		221,685	221,685	-	-
200400	4401	State Grants		1,875,425	1,875,425	-	-
200120	4407	Federal Grants	2,897,097	1,142,967	1,142,967	-	-
200164	4407	Federal Grants	146,791	1,023,420	1,023,420	-	-
200202	4407	Federal Grants	149,206	266,157	269,281	-	-
200250	4407	Federal Grants	83,952	661,121	661,121	-	-
200300	4407	Federal Grants	3,262	4,020	4,020	-	-
200400	4407	Federal Grants	105,558	571,782	571,782	-	-
200202	4408	Federal Reimbursement	4,450	-	-	-	-
200120	4410	Other Grants	50,000	15,000	15,000	-	-
200202	4410	Other Grants	30,000	-	60,000	-	-
200250	4410	Other Grants	203,097	-	255,725	-	-
200300	4410	Other Grants		712	712	-	-
200120	4808	Investment Income	33,711	-	-	-	-
200202	4808	Investment Income	311	-	-	-	-
		TOTAL GENERAL GOVT GRANTS (200)	9,300,347	12,490,176	12,809,025	-	-
		EMERGENCY SERVICES (205)					
205250	4101	Current Secured Taxes	1,146,202	1,100,000	1,100,000	1,100,000	1,100,000
205250	4415	Cost Recovery/Reimbursed Exp	-	-	700	-	-
205250	4819	Donations	100	5,000	-	5,000	5,000
		TOTAL EMERGENCY SERVICES (205)	1,146,302	1,105,000	1,100,700	1,105,000	1,105,000
		HOUSEHOLD HAZARDOUS WASTE (206)					
206250	4545	Program Income	165,321	140,000	140,000	140,000	140,000
		TOTAL HOUSEHOLD HAZARDOUS WASTE (206)	165,321	140,000	140,000	140,000	140,000
		GAS TAX (207)					
207300	4201	Road Maint. Rehab (Sec 2030)	1,993,441	1,957,972	1,944,915	2,061,965	2,185,683
207300	4202	Gas Tax (Prop 111) 2105	453,841	474,968	472,187	480,416	488,583
207300	4203	Gas Tax 2107	602,061	649,109	631,078	642,426	653,990
207300	4204	Gas Tax Engineering Rcpts.	7,500	7,500	7,500	7,500	7,500
207300	4205	Gas Tax 2106	289,687	292,473	290,818	295,893	300,923
207300	4206	Gas Tax 2103 & Tax 7360	697,865	679,373	704,256	718,453	732,822
		TOTAL GAS TAX (207)	4,044,395	4,061,395	4,050,754	4,206,653	4,369,501
		LOCAL TRANSPORTATION (209)					
209400	4330	Street Rep Fee-TruckHaul Prmt	9,910	-	-	-	-
209400	4808	Investment Income	11,318	-	4,725	5,000	5,000
		TOTAL LOCAL TRANSPORTATION (209)	21,228	-	4,725	5,000	5,000
		MEASURE "I" 2010 (210)					
210400	4004	Measure I Sales Tax	1,729,439	2,100,000	1,929,101	1,933,003	1,979,008
210400	4808	Investment Income	118,647	210,000	20,716	20,716	20,716
		TOTAL MEASURE "I" 2010 (210)	1,848,086	2,310,000	1,949,817	1,953,719	1,999,724

ORGKEY	OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
		PARIS STREET RECONSTRUCTION (211)					
211910	4415	Cost Recovery/Reimbursed Exp	694,166	-	-	-	-
211400	4808	Investment Income	(37,848)	150,000	39,040	39,040	39,040
		TOTAL PARIS STREET RECONSTRUCTION (211)	656,318	150,000	39,040	39,040	39,040
		AIR QUALITY IMPROVEMENT (221)					
221400	4411	AB2766 Subvention AQMD	95,808	92,000	96,000	96,000	96,000
221400	4808	Investment Income	15,228	-	10,000	10,000	10,000
221400	4812	Sale of Surplus Property		-	2,400	-	-
		TOTAL AIR QUALITY IMPROVEMENT (221)	111,037	92,000	108,400	106,000	106,000
		TRAFFIC SAFETY (223)					
223200	4608	Traffic Fines	31,897	25,000	20,000	25,000	25,000
223200	4609	Red Light Traffic Fines	5,450	2,000	2,000	2,000	2,000
223200	4610	Parking Fines	111,252	100,000	100,000	100,000	100,000
		TOTAL TRAFFIC SAFETY (223)	148,599	127,000	122,000	127,000	127,000
		OPEN SPACE (227)					
227501	4720	Open Spc Acq Fee	145,810	80,000	80,000	203,815	252,097
227501	4808	Investment Income	123,091	-	52,000	-	-
		TOTAL OPEN SPACE (227)	268,902	80,000	132,000	203,815	252,097
		DOWNTOWN BUSINESS AREA (236)					
236300	4545	Program Income	4,322	30,000	1,810	1,810	1,810
236300	4808	Investment Income	(2,380)	-	(88)	-	-
236300	4814	Miscellaneous Receipts	26,070	-	10,000	10,000	10,000
		TOTAL DOWNTOWN BUSINESS AREA (236)	28,013	30,000	11,722	11,810	11,810
		PARKING AUTHORITY (237)					
237502	4813	Rental Income	3,360	8,000	4,000	4,000	4,000
		TOTAL PARKING AUTHORITY (237)	3,360	8,000	4,000	4,000	4,000
		PUBLIC ART FUND (238)					
238100	4808	Investment Income	468	-	188	188	188
		TOTAL PUBLIC ART FUND (238)	468	-	188	188	188
		TRANSPORTATION DEVELOPMENT ACT (241)					
241400	4401	State Grants	55,596	1,089,700	1,089,700	-	-
		TOTAL TRANSPORTATION DEVELOPMENT ACT (241)	55,596	1,089,700	1,089,700	-	-
		ASSET FORFEITURE (246)					
246200	4611	Drug Confiscation - State	6,526	5,000	5,000	5,000	5,000
246200	4612	Drug Confiscation - Federal	4,571	436,073	436,073	181,430	181,430
246200	4613	Drug Confiscation-Fed Treas	-	30,000	20,000	20,000	20,000
246200	4614	15% Drug/Gang Prevention-CA	1,152	855	855	1,000	800
246200	4808	Investment Income	59,569	10,000	40,000	41,200	42,436
246200	4812	Sale of Surplus Property	26,394	-	22,087	-	-
		TOTAL ASSET FORFEITURE (246)	98,211	481,928	524,015	248,630	249,666
		SUPPLEMENTAL LAW ENFORCEMENT (249)					
249200	4401	State Grants	240,061	260,558	355,558	302,280	302,280

REVENUES

ORGKEY	OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
		SUPPLEMENTAL LAW ENFORCEMENT (249)					
249200	4808	Investment Income	31,919	1,500	25,000	25,750	26,523
		TOTAL SUPPLEMENTAL LAW ENFORCEMENT (249)	271,980	262,058	380,558	328,030	328,803
		PARK & OPEN SPACE DEV (250)					
250300	4719	Park & Open Space Facilities	448,667	500,000	500,000	611,445	756,290
250400	4808	Investment Income	128,035	-	56,406	56,406	56,406
		TOTAL PARK & OPEN SPACE DEV (250)	576,702	500,000	556,406	667,851	812,696
		PUBLIC FACILITIES DEV (251)					
251300	4712	Police Facilities	112,531	35,000	398,906	470,135	555,236
251300	4713	Fire Facilities	144,790	125,000	344,604	407,370	481,107
251300	4714	Library Facilities	149,280	50,000	160,879	414,543	512,744
251300	4715	General Government Facilities	221,504	150,000	528,286	646,232	763,232
251400	4716	Community Center Facilities	576	-	-	-	-
		TOTAL PUBLIC FACILITIES DEV (251)	628,680	360,000	1,432,675	1,938,280	2,312,319
		ARTERIAL STREET CONSTRUCTION (252)					
252400	4415	Cost Recovery/Reimbursed Exp	-	-	-	2,756,150	1,153,500
252400	4722	Regional Arterial Fee	214,737	150,000	644,731	781,602	881,455
252400	4723	Railroad Crossings Fee	3,509	10,000	10,674	12,520	14,119
252400	4724	Local Arterial Fee	79,611	60,000	240,903	289,747	326,764
252400	4808	Investment Income	239,055	-	103,296	103,296	103,296
		TOTAL ARTERIAL STREET CONSTRUCTION (252)	536,911	220,000	999,603	3,943,315	2,479,134
		TRAFFIC SIGNALS (253)					
253400	4415	Cost Recovery/Reimbursed Exp	-	-	-	184,560	1,281,154
253302	4721	Transportation Facilities	18,146	13,000	54,852	66,177	74,631
253400	4808	Investment Income	53,259	-	21,845	21,845	21,845
		TOTAL TRAFFIC SIGNALS (253)	71,404	13,000	76,697	272,582	1,377,630
		FREEWAY INTERCHANGES (254)					
254400	4415	Cost Recovery/Reimbursed Exp	60,515	-	30,000	30,000	30,000
254304	4721	Transportation Facilities	175,584	110,000	531,321	638,517	720,090
254400	4808	Investment Income	106,423	-	47,209	47,209	47,209
		TOTAL FREEWAY INTERCHANGES (254)	342,522	110,000	608,529	715,726	797,299
		INCLUSIONARY HOUSING FUND (255)					
255900	4808	Investment Income	-	-	7,593	-	8,500
255900	4832	In-Lieu Inclusionary Housing	-	-	1,865,318	-	-
255910	4832	In-Lieu Inclusionary Housing	-	1,500,000	-	1,500,000	-
		TOTAL INCLUSIONARY HOUSING FUND (255)	-	1,500,000	1,872,911	1,500,000	8,500
		STREET LIGHTING DISTRICT #1 (260)					
260300	4727	Assessment District	25,305	25,564	25,564	25,564	25,564
		TOTAL STREET LIGHTING DISTRICT #1 (260)	25,305	25,564	25,564	25,564	25,564

ORGKEY	OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
		COMMUNITY FACILITY DISTRICT 2004-1 (261)					
261300	4727	Assessment District	734,274	703,156	859,800	838,800	838,800
261300	4808	Investment Income	10,706	-	5,811	5,811	5,811
		TOTAL COMMUNITY FACILITY DISTRICT 2004-1 (261)	744,980	703,156	865,611	844,611	844,611
		LANDSCAPE MAINTENANCE DISTRICT (263)					
263300	4727	Assessment District	28,674	29,000	29,000	29,000	29,000
		TOTAL LANDSCAPE MAINTENANCE DISTRICT (263)	28,674	29,000	29,000	29,000	29,000
		GENERAL DEBT SERVICE (305)					
305501	4110	Supplemental - Voter Approved	-	30,000	-	-	-
305501	4808	Investment Income	16,189	500	8,000	5,000	5,000
		TOTAL GENERAL DEBT SERVICE (305)	16,189	30,500	8,000	5,000	5,000
		STORM DRAIN CONSTRUCTION (405)					
405300	4718	Storm Drain Fees	169,981	75,000	339,816	472,414	556,140
405400	4808	Investment Income	132,090	-	56,687	56,687	56,687
		TOTAL STORM DRAIN CONSTRUCTION (405)	302,072	75,000	396,503	529,101	612,827
		SAFETY/CITY HALL REPLACEMENT (406)					
406501	4808	Investment Income	85,109	-	34,526	35,562	36,629
		TOTAL SAFETY/CITY HALL REPLACEMENT (406)	85,109	-	34,526	35,562	36,629
		WATER (501)					
501900	4415	Cost Recovery/Reimbursed Exp	30,307	15,000	67,041	15,375	15,759
501900	4503	Plan Check	16,610	-	6,840	7,011	7,186
501900	4556	Water Usage	18,197,338	34,000,000	19,043,151	19,519,230	20,007,211
501900	4557	Fire Flow Testing	4,047	1,500	3,282	3,137	3,215
501900	4558	B Contract Water Usage	13,368	60,000	60,000	61,500	63,038
501900	4559	Water Service Charge	8,190,380	-	9,043,639	9,269,730	9,501,473
501900	4560	Water Meter Install	51,640	30,000	43,600	44,690	45,807
501900	4564	Irrigation Water Usage	2,587,868	3,100,000	2,800,000	2,870,000	2,941,750
501900	4565	Irrigation Water Service Chrg	362,059	-	377,000	386,425	396,086
501900	4566	Fire Hydrant Water Usage	89,975	100,000	100,000	102,500	105,063
501900	4567	Fire Hydrant Water Svs Charge	72,193	-	64,000	65,600	67,240
501900	4568	Fire Protection Water Usage	98,463	450,000	98,500	100,963	103,487
501900	4569	Fire Protection Water Svs Chrg	587,465	-	665,000	681,625	698,666
501900	4704	Frontage Charge	255,922	20,000	255,000	261,375	267,909
501900	4808	Investment Income	2,752,039	3,000,000	1,200,000	652,231	652,237
501900	4812	Sale of Surplus Property	48,803	-	-	-	-
501900	4813	Rental Income	131,266	100,000	103,441	102,500	105,063
501900	4814	Miscellaneous Receipts	129,070	250,000	150,000	153,750	157,594
501900	4825	Capital Contribution	2,785,660	-	-	-	-
501900	4830	Interest on Leases	30,944	-	-	-	-
		TOTAL WATER (501)	36,435,416	41,126,500	34,080,494	34,297,641	35,138,782
		WATER PROJECTS (501910)					
501910	4407	Federal Grants	2,722,500	-	-	-	-
501910	4814	Miscellaneous Receipts	1,574,354	-	277,744	-	-
		TOTAL WATER PROJECTS (501910)	4,296,854	-	277,744	-	-

ORGKEY	OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
		WATER DEBT SERVICE (501930)					
501930	4808	Investment Income	6,852	-	3,819	3,819	3,819
		TOTAL WATER DEBT SERVICE (501930)	6,852	-	3,819	3,819	3,819
		SOURCE ACQUISITION (508)					
508900	4562	Water Source Acq Residential	56,634	70,000	211,969	486,635	578,958
508900	4563	Water Source Acq Non-Res	22,640	10,000	41,585	85,877	102,169
508900	4808	Investment Income	94,293	-	39,973	39,973	39,973
		TOTAL SOURCE ACQUISITION (508)	173,566	80,000	293,527	612,485	721,100
		WATER CAPITAL IMPROVEMENT (509)					
509920	4575	Cap Improv Chrg Non-Res	89,969	400,000	400,000	306,292	364,400
509920	4576	Cap Improv Chrg Residential	901,494	250,000	1,009,631	1,735,656	2,064,932
		TOTAL WATER CAPITAL IMPROVEMENT (509)	991,463	650,000	1,409,631	2,041,948	2,429,332
		SOLID WASTE (511)					
511900	4551	SW Service - Residential	10,327,121	10,779,903	10,779,903	11,771,894	12,524,394
511900	4552	SW Service - Non-Residential	8,860,196	9,418,520	9,418,520	10,266,186	10,922,436
511900	4553	Landfill Tipping	409	-	-	-	-
511900	4554	Special Hauls & Rolls-Offs	3,133,856	3,390,667	3,390,667	3,695,827	4,049,268
511900	4555	Recycled Material	39,878	10,000	10,000	-	-
511900	4726	Refuse Auto System Fees	441	-	-	-	-
511900	4808	Investment Income	536,963	-	100,000	100,000	100,000
511900	4810	Returned Check Fee	54	-	-	-	-
511900	4812	Sale of Surplus Property	164,764	-	7,750	-	-
		TOTAL SOLID WASTE (511)	23,063,683	23,599,090	23,706,840	25,833,907	27,596,098
		SOLID WASTE PROJECT (511910)					
511910	4401	State Grants	131,457	200,144	200,144	-	-
		TOTAL SOLID WASTE PROJECT (511910)	131,457	200,144	200,144	-	-
		CALIF ST LANDFILL CLOSURE (517)					
517981	4808	Investment Income	454,583	-	300,000	300,000	300,000
		TOTAL CALIF ST LANDFILL CLOSURE (517)	454,583	-	300,000	300,000	300,000
		SOLID WASTE CAP IMPROVEMENT (519)					
519920	4575	Cap Improv Chrg Non-Res	85,269	100,000	100,000	56,506	68,001
519920	4576	Cap Improv Chrg Residential	2,882	-	1,001	-	-
519920	4808	Investment Income	220,215	-	61,691	61,691	61,691
		TOTAL SOLID WASTE CAP IMPROVEMENT (519)	308,366	100,000	162,692	118,197	129,692
		WASTEWATER SERVICE (521)					
521900	4415	Cost Recovery/Reimbursed Exp	3,796	1,500	42,603	1,605	1,717
521900	4546	Wastewater Residential	9,984,111	10,000,000	10,844,734	11,285,896	12,552,783
521900	4547	Wastewater Non-Residential	3,411,667	3,300,000	4,013,103	4,176,352	4,645,161
521900	4548	Recycled Water Useage	219,125	375,000	220,000	235,400	251,878
521900	4550	Septage Charge	36,240	50,000	55,000	57,210	63,601
521900	4704	Frontage Charge	106,653	30,000	116,000	124,120	132,808
521900	4808	Investment Income	738,229	1,000,000	351,844	250,000	250,000
521900	4812	Sale of Surplus Property	35,226	-	7,250	-	-

REVENUES

ORGKEY	OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
		WASTEWATER SERVICE (521)					
521900	4814	Miscellaneous Receipts	549	-	1,492	-	-
521900	4825	Capital Contribution	1,676,201	-	-	-	-
		TOTAL WASTEWATER SERVICE (521)	16,211,798	14,756,500	15,652,025	16,130,583	17,897,949
		WASTEWATER PROJECTS (521910)					
521910	4824	Bond/Loan Proceeds	-	-	-	45,000,000	-
		TOTAL WASTEWATER PROJECTS (521910)	-	-	-	45,000,000	-
		WASTEWATER CAPITAL IMPROVEMENT (529)					
529920	4575	Cap Improv Chrg Non-Res	121,515	600,000	600,000	292,261	277,608
529920	4576	Cap Improv Chrg Residential	419,533	200,000	292,332	-	-
529920	4808	Investment Income	162,526	-	69,981	69,981	69,981
		TOTAL WASTEWATER CAPITAL IMPROVEMENT (529)	703,573	800,000	962,313	362,242	347,589
		NON-POTABLE WATER (531)					
531900	4572	Non-Potable Water Usage	752,880	325,000	600,000	625,000	630,000
531900	4573	NP Water Service Charge	86,621	250,000	90,000	95,000	100,000
531900	4704	Frontage Charge	-	3,000	31,970	3,000	3,000
531900	4808	Investment Income	144,044	125,000	34,393	34,393	34,393
		TOTAL NON-POTABLE WATER (531)	983,545	703,000	756,363	757,393	767,393
		NON-POTABLE PROJECTS (531910)					
531910	4401	State Grants	57,573	87,500	87,500	-	-
		TOTAL NON-POTABLE PROJECTS (531910)	57,573	87,500	87,500	-	-
		NON-POTABLE CAPITAL IMPROVEMENT FUND (532)					
532920	4575	Cap Improv Chrg Non-Res	195,984	125,000	125,000	200,000	200,000
532920	4808	Investment Income	61,279	-	26,098	26,098	26,098
		TOTAL NON-POTABLE CAPITAL IMPROVEMENT FUND (532)	257,263	125,000	151,098	226,098	226,098
		GROVES (538)					
538900	4415	Cost Recovery/Reimbursed Exp	2,650	-	-	-	-
538900	4808	Investment Income	226	-	(8,631)	-	-
538900	4814	Miscellaneous Receipts	11,782	-	82,000	80,000	80,000
		TOTAL GROVES (538)	14,658	-	73,369	80,000	80,000
		GROVES PROJECTS (538910)					
538910	4818	Grove Receipts	378,608	952,235	1,112,704	1,127,433	1,155,813
		TOTAL GROVES PROJECTS (538910)	378,608	952,235	1,112,704	1,127,433	1,155,813
		CEMETERY (562)					
562900	4415	Cost Recovery/Reimbursed Exp	-	-	15	-	-
562900	4540	Cemetery Interment	162,255	173,078	174,500	176,539	181,835
562900	4541	Cemetery Lots	791,764	708,750	500,000	725,000	739,500
562900	4542	Cemetery Crypts	176,095	112,852	113,000	113,000	130,000
562900	4543	Cemetery Perpetual Care	34,320	66,736	35,000	36,000	37,080
562900	4808	Investment Income	180,404	-	75,000	75,000	75,000
562900	4809	Finance Charges	13,482	8,667	10,602	9,725	10,188
562900	4810	Returned Check Fee	81	94	-	-	-
562900	4813	Rental Income	28,492	30,059	29,250	30,059	30,059
562900	4814	Miscellaneous Receipts	124,655	149,752	125,000	111,503	116,812

ORGKEY	OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
		CEMETERY (562)					
562900	4817	Misc. Taxable Sales	117,764	131,925	110,000	100,000	81,268
562900	4819	Donations	501	7,688	-	-	-
562900	4830	Interest on Leases	47	-	-	-	-
		TOTAL CEMETERY (562)	1,629,860	1,389,602	1,172,366	1,376,826	1,401,742
		AVIATION OPERATING (564)					
564900	4102	Current Unsecured Taxes	115,954	106,894	106,894	106,894	106,894
564900	4415	Cost Recovery/Reimbursed Exp	546	-	-	-	-
564900	4707	Tie-Down Fees	16,004	8,300	13,000	8,300	8,300
564900	4708	Gate Access Fee	4,741	5,138	5,138	5,138	5,138
564900	4709	Fuel Flowage Fees	5,522	10,300	5,000	5,000	5,000
564900	4710	Ground Leases	139,417	160,000	139,416	140,000	140,000
564900	4808	Investment Income	12,598	-	5,000	5,000	5,000
564900	4810	Returned Check Fee	-	-	54	-	-
564900	4812	Sale of Surplus Property	7,500	-	-	-	-
564900	4813	Rental Income	286,808	270,000	270,000	270,000	270,000
564900	4830	Interest on Leases	9,589	-	-	-	-
		TOTAL AVIATION OPERATING (564)	598,678	560,632	544,502	540,332	540,332
		AVIATION PROJECTS/GRANTS (564910)					
564910	4401	State Grants	27,767	43,639	53,639	-	-
564910	4407	Federal Grants	557,994	32,446	32,446	-	-
		TOTAL AVIATION PROJECTS/GRANTS (564910)	585,761	76,085	86,085	-	-
		LIABILITY SELF-INSURANCE (602)					
602140	4415	Cost Recovery/Reimbursed Exp	664,735	-	478,226	-	-
602140	4808	Investment Income	(225,666)	-	(108,293)	-	-
602140	4814	Miscellaneous Receipts	3,573	1,500	3,680	1,545	1,591
		TOTAL LIABILITY SELF-INSURANCE (602)	442,642	1,500	373,613	1,545	1,591
		INFORMATION TECHNOLOGY (604)					
604900	4415	Cost Recovery/Reimbursed Exp	44,841	-	5,000	-	-
604900	4705	Int Serv Rcpts: General Fund	2,753,036	2,425,294	2,626,049	3,532,217	3,649,955
604900	4706	Int Serv Rcpts: Non-Gen Fund	1,746,964	1,574,706	1,774,710	2,767,785	2,850,045
604900	4808	Investment Income	348,250	250,000	100,000	100,000	100,000
		TOTAL INFORMATION TECHNOLOGY (604)	4,893,091	4,250,000	4,505,759	6,400,002	6,600,000
		WORKERS COMP SELF-INSURANCE (606)					
606141	4415	Cost Recovery/Reimbursed Exp	1,075	-	1,100	1,100	1,133
606141	4586	Worker's Comp Receipts	3,341,585	3,457,011	3,457,011	3,457,011	3,457,011
606141	4808	Investment Income	248,102	-	68,907	-	-
		TOTAL WORKERS COMP SELF-INSURANCE (606)	3,590,761	3,457,011	3,527,018	3,458,111	3,458,144
		EQUIPMENT MAINTENANCE (607)					
607900	4415	Cost Recovery/Reimbursed Exp	137,573	246,382	246,382	-	-
607900	4705	Int Serv Rcpts: General Fund	4,136,643	4,279,043	3,288,403	2,793,698	2,399,957
607900	4706	Int Serv Rcpts: Non-Gen Fund	5,785,404	6,057,547	5,756,855	4,522,520	4,232,506
607900	4803	L/CNG Outside Fuel Sales	367,251	1,162,924	200,000	200,000	200,000
607900	4808	Investment Income	330,964	-	102,141	102,141	102,141
607900	4812	Sale of Surplus Property	15,148	3,000	7,315	4,945	4,945

ORGKEY	OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
		EQUIPMENT MAINTENANCE (607)					
607900	4814	Miscellaneous Receipts	107,949	-	4,446	4,447	4,445
		TOTAL EQUIPMENT MAINTENANCE (607)	10,880,931	11,748,896	9,605,543	7,627,751	6,943,994
		UTILITY BILLING (608)					
608900	4415	Cost Recovery/Reimbursed Exp	395	300	300	300	300
608900	4561	Water Turn-On	58,494	65,000	65,000	65,000	65,000
608900	4574	Utility Billing Service	1,400,000	1,400,000	1,750,000	2,025,000	2,275,000
608900	4808	Investment Income	125,022	-	25,000	25,000	25,000
608900	4809	Finance Charges	602,057	475,000	500,000	500,000	500,000
608900	4810	Returned Check Fee	15,225	15,000	15,000	15,000	15,000
608900	4814	Miscellaneous Receipts	40,095	25,000	25,000	25,000	25,000
608900	4820	Bad Debt Recoveries	8,743	2,000	2,000	2,000	2,000
		TOTAL UTILITY BILLING (608)	2,250,030	1,982,300	2,382,300	2,657,300	2,907,300
		PAYROLL CLEARING ADMIN (609)					
609900	4823	Pension Bond Allocation	455,160	422,455	436,205	455,789	471,205
		TOTAL PAYROLL CLEARING ADMIN (609)	455,160	422,455	436,205	455,789	471,205
		SIMONDS ENDOWMENT (705)					
705900	4808	Investment Income	1,860	-	850	-	-
		TOTAL SIMONDS ENDOWMENT (705)	1,860	-	850	-	-
		PAULINE STANCLIFF MEMORIAL TRUST (706)					
706900	4808	Investment Income	1,099	-	550	-	-
		TOTAL PAULINE STANCLIFF MEMORIAL TRUST (706)	1,099	-	550	-	-
		COMMUNITY FACILITY DISTRICT TRUST (810)					
810961	4415	Cost Recovery/Reimbursed Exp	759,697	760,447	109,052	-	-
810962	4415	Cost Recovery/Reimbursed Exp	734,836	842,924	840,137	850,000	850,000
810961	4808	Investment Income	67	-	21	-	-
810962	4808	Investment Income	61	-	38	-	-
		TOTAL COMMUNITY FACILITY DISTRICT TRUST (810)	1,494,662	1,603,371	949,247	850,000	850,000
		TOTAL NON-GENERAL FUNDS	**132,820,501**	**134,665,296**	**132,186,971**	**169,244,877**	**128,047,010**

Summary of Unfunded Department Needs for FY2027 and 2028		
Department	**Description of Unfunded Needs**	**Expenditure Type**
DSD	Development and Implementation of Economic Development Strategic Plan	Operating
FCS	Enhanced Funding for Citywide Programs and Special Events	Operating
FCS	Construction of the Pump Track at the Skate Park	Capital
FCS	Citywide Playground and Bathroom Renovations at City Parks	Capital
FCS	Community Center Gameroom Renovation Project	Capital
FCS	Prospect Park Sewell Theatre Fencing and Doors	Capital
FCS	Redlands Bowl Security Fencing	Capital
Fire	6 Additional Firefighter Paramedics for a New Paramedic Squad	Personnel
Fire	Fire Department Specialized Incident Support Apparatus	Capital
Fire	Construction and Installation of Fuel Island at Fire Station 263	Capital
Fire	Drone Program for Fire Incident Response	Operating
Fire	On Duty Health Assessment Services for Fire Personnel	Operating
Fire	Consulting Services for Debris Management Plan to Align with FEMA Requirements	Operating
Fire	Live Fire Extinguisher Training for the Public	Operating
Library	Contemporary Club Remodel and Improvements	Capital
Library	Upgrade and Repairs to Library Amenities (carpet, restrooms, basement)	Capital
Library	Bookmobile to Service Communities	Capital
Management Services	Enhancements to Existing Financial Enterprise Resource Planning Software	Capital
Management Services	Upgrade Citywide Information Technology Hardware (Desktops, Laptops, and PD Equipment)	Capital
MUED	Alley Resurfacing Projects	Capital
MUED	Sidewalks and ADA Replacement Projects	Capital
MUED	Traffic and Parking Commission Recommended Projects	Capital
Police	Replace and Upgrade Police Department Communications Equipment	Capital
Multiple Departments	Citywide Roof Replacement Projects (Library, Recreation, Senior Center)	Capital
Multiple Departments	Funding to Enhance Maintenance Levels and Expand Operational Services, Supplies, and Equipment in Order to Improve Operational Efficiency, Maintain Reliable Service Delivery, and Support the Growing Demands of Daily Operations	Operating
Multiple Departments	Additional Administrative and Support Service Personnel	Personnel
Multiple Departments	Replace 65 City Vehicles with Enterprise Leases	Operating

City Clerk

Mission Statement:

The City Clerk's Office fosters transparent, open government by delivering exceptional service to residents, staff, and leadership of the City in a neutral and impartial manner.

Departmental Goals:

- Administrate fair and impartial elections
- Deliver prompt, reliable information to the public, City Council and City departments
- Accurately record and maintain the proceedings, actions, and documentation of all City Council meetings for legal, administrative, financial, and historical reference
- Streamline office administration through automation, while enhancing efficiency and ensuring regulatory compliance

Strategic Plan Goals

E-Filing – Form 700 & Campaign Finance Reporting – E-Filing capability for automation of Campaign Finance Reporting for elected officials and committees and E-Filing for Statement of Economic Interest Forms (Form 700s) for elected officials, appointed commissioners, and designated staff members. Improves office efficiency, streamlines the reporting processes, promotes transparency, and achieves a paperless environment.

Real-time Updates – The City's archiving system, known as Laserfiche, allows the public the ability to browse, search, retrieve, download, and print documents. This enhances citizen awareness and promotes accountability and trust in government.

Strategic Goals – Supports Sustainability by enhancing fiscal and operational practices for maintaining fiscal stability, transparency, and data-driven decisions. Supports Equity and Inclusion by enhancing communication and engagement to ensure all parts of the community have easy access to information

Significant Program Changes:

- Trained one part-time employee
- Attended training sessions hosted by the California Municipal Clerks Association

Budget Narrative FY 2027:

Operating on a lean budget, the City Clerk's office provides essential public access to City Government, fulfilling a critical role in our democratic process.

The City Clerk's FY 2027 proposed budget includes regular programming for:

- Funding for the November 2026 elections: $75,000 – which includes elections of 3 City Council Member seats (Districts 1, 3 and 5).
- Personnel funding provides for 1 City Clerk, 1 Assistant City Clerk, and 1 PT Administrative Assistant
- NetFile platform provides for:
  - E-Filing capability of the conflict-of-interest forms for elected officials, designated staff, and various consultants

    - E-Filing capability of campaign statement reporting for elected officials, candidates, and open campaign committees
    - New Training: E-Filing capability of Fiscal and Financial training as required per SB 827. This is a new training module just recently added ($1,000/yearly)
- Redlands Municipal Code codification services and online website hosting charges
- Funds allocated for legal publications to ensure compliance with government code regarding legal notices, ordinances, resolutions and public hearings

Budget Narrative FY 2028:

The City Clerk's FY 2028 proposed budget includes regular programming for:

- Personnel funding provides for 1 City Clerk, 1 Assistant City Clerk, and 1 PT Administrative Assistant
- NetFile platform provides for:
    - E-Filing capability of the conflict-of-interest forms for elected officials, designated staff, and various consultants
    - E-Filing capability of campaign statement reporting for elected officials, candidates, and open campaign committees
    - New Training: E-Filing capability of Fiscal and Financial training as required per SB 827. This is a new module just recently added ($1,000/yearly)
- Redlands Municipal Code codification services and online website hosting charges
- Funds allocated for legal publications to ensure compliance with government code regarding legal notices, ordinances, resolutions and public hearings

DEPARTMENT/DIVISION

CITY CLERK

FUND

GENERAL FUND

ORGKEY

101110

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	PERSONNEL					
5001	Salaries: Full-Time	176,983	171,966	171,966	177,118	183,926
5002	Salaries: Part-Time	-	22,370	22,370	23,980	23,980
5005	Vacancies	-	-	-	(6,915)	(6,786)
5202	Holiday Pay	-	2,454	2,454	-	-
5204	Accrual Payout	758	-	812	954	954
5401	Pension Contributions	50,133	51,074	51,074	48,108	48,136
5501	Social Security/Medicare	13,577	15,066	15,066	15,236	15,236
5601	Deferred Compensation	500	3,045	3,045	1,200	1,200
5701	Health/Dental Insurance	30,737	30,860	30,860	29,870	29,894
5702	Workers' Comp Insurance	2,739	2,834	2,834	7,124	7,312
5703	Disability Insurance	1,124	-	533	-	-
5704	Unemployment Insurance	195	1,302	1,302	1,302	1,302
5705	Life Insurance	82	126	126	126	126
5802	Eyecare Reimbursement	300	300	300	300	300
5803	Clothing Allowance	300	-	-	-	-
5903	Other Taxable Benefits	-	150	150	150	150
	TOTAL PERSONNEL	277,428	301,547	302,892	298,552	305,729
	SERVICES					
6201	Elections	112,644	150,000	-	75,000	-
6401	Meeting & Prof Development	200	3,060	2,000	3,500	3,500
6402	Travel Expense/Reimbursement	-	255	477	300	325
6601	Postage	520	510	510	525	541
6710	Special Contractual Services	11,272	14,663	21,600	25,100	25,610
6802	Info Tech Service Charges	19,039	16,772	16,772	27,199	28,105
6901	Printing and Binding	-	416	500	416	428
6902	Advertising	10,242	18,353	18,353	18,904	19,471
6906	Office Equip & Furn Rent	1,659	2,582	2,582	2,582	2,659
6907	Comms Service & Rental	686	1,062	1,062	1,094	1,127
6909	Subscriptions & Memberships	508	437	558	890	899
	TOTAL SERVICES	156,770	208,110	64,414	155,510	82,665
	SUPPLIES					
7002	Office Supplies	818	1,148	1,148	1,500	1,545
7101	Office Equipment & Furniture	-	573	573	1,000	1,030
	TOTAL SUPPLIES	818	1,721	1,721	2,500	2,575
	DIVISION TOTAL	**435,016**	**511,378**	**369,027**	**456,562**	**390,969**

DEPARTMENT SUMMARY

FUND

GENERAL FUND

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
CITY CLERK	435,016	511,378	369,027	456,562	390,969
DEPARTMENT TOTAL	**435,016**	**511,378**	**369,027**	**456,562**	**390,969**

City Council

Mission Statement:

The City Council is dedicated to responding to the changing needs of our community and to ensuring that Redlands remains a distinctive place in which to live and work.

Departmental Goals:

- Hold regular meetings to conduct City business and hear public input on all issues.
- Remain open and responsive to the concerns of the community.
- Formulate policies and goals and, through the City Manager, direct the use of resources for the attainment of these policies and goals.
- Monitor and seek to influence state and federal legislation to better address the concerns of the City of Redlands.
- Encourage community involvement through the appointment of citizens to City-sanctioned commissions, boards, and committees.

Program Description:

The City Council provides direction upon which all City actions, programs, and priorities are based. The Council relies on the input of the City Manager and their staff, as well as recommendations from various commissions and boards. The Council further represents City interests through participation in local and regional organizations.

Program Objectives:

- Conduct regular twice-monthly meetings and special meetings as necessary to effectively complete the City's business.
- Maintain active participation in various local and regional organizations.
- Provide input to appropriate legislators on issues that will affect the City.

DEPARTMENT/DIVISION

CITY COUNCIL

FUND

GENERAL FUND

ORGKEY

101100

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	143,955	143,850	143,850	123,645	132,890
5002	Salaries: Part-Time	-	21,746	21,746	-	-
5005	Vacancies	-	-	-	(6,977)	(6,887)
5006	Elected Official Compensation	85,650	84,000	84,000	84,000	84,000
5202	Holiday Pay	932	-	1,000	-	-
5203	Bonus	1,203	1,145	1,145	1,196	1,196
5204	Accrual Payout	14,266	-	-	429	429
5301	Banked Leave Buy Back	-	8,683	8,683	1	1
5401	Pension Contributions	50,809	40,588	40,588	38,091	38,695
5501	Social Security/Medicare	16,902	17,616	17,616	15,846	15,997
5601	Deferred Compensation	5,946	3,089	3,089	3,191	3,191
5701	Health/Dental Insurance	34,844	32,412	32,412	38,969	39,053
5702	Workers' Comp Insurance	2,739	2,739	2,834	-	-
5703	Disability Insurance	368	377	377	478	478
5704	Unemployment Insurance	417	3,116	3,116	2,682	2,682
5705	Life Insurance	84	74	74	390	390
5801	Vehicle Allowance	1,380	1,380	1,380	1,380	1,380
5802	Eyecare Reimbursement	-	354	354	285	285
5803	Clothing Allowance	150	150	150	150	150
5903	Other Taxable Benefits	95	102	102	177	177
	TOTAL SALARIES AND BENEFITS	359,739	361,421	362,516	303,933	314,107
	SERVICES					
6102	Legal Services	-	200,000	170,400	50,000	-
6106	Other Professional Services	1,000	-	29,600	30,488	71,403
6201	Elections	33	-	-	-	-
6401	Meeting & Prof Development	4,139	2,731	4,625	4,764	4,907
6402	Travel Expense/Reimbursement	4,493	3,709	5,207	5,363	5,524
6403	Training	-	2,731	-	-	-
6510	Other Insurance	5,154	3,823	5,601	5,769	5,942
6601	Postage	139	142	142	147	151
6708	Special Program Expenditures	5,535	11,143	11,143	11,477	11,821
6802	Info Tech Service Charges	15,231	13,418	13,418	21,759	22,484
6901	Printing and Binding	1,281	7,796	1,000	1,030	1,061
6906	Office Equip & Furn Rent	1,659	2,645	2,645	2,724	2,806
6909	Subscriptions & Memberships	102,237	125,643	125,604	129,401	133,283
	TOTAL SERVICES	140,900	373,782	369,385	262,922	259,382
	SUPPLIES					
7002	Office Supplies	1,669	1,092	1,092	1,125	1,159
7101	Office Equipment & Furniture	136	-	-	-	-
7807	Food	8	816	816	840	866
7810	Special Departmental Supplies	728	-	209	-	-
	TOTAL SUPPLIES	2,542	1,908	2,117	1,965	2,024
	DIVISION TOTAL	**503,181**	**737,111**	**734,018**	**568,820**	**575,513**

DEPARTMENT SUMMARY

FUND

GENERAL FUND

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
CITY COUNCIL	503,181	737,111	734,018	568,820	575,513
DEPARTMENT TOTAL	**503,181**	**737,111**	**734,018**	**568,820**	**575,513**

City Manager

Mission Statement:

The City Manager's Office is dedicated to managing all City services in the most efficient, effective, and economical manner possible while maintaining excellent customer service through a high degree of professionalism.

Departmental Goals:

- Implement the policy direction of the City Council.
- Provide leadership and direction to all City departments.
- Promote favorable working relationships with the business community, community organizations, and citizens.
- Promote transparency in government.
- Guard the quality of life that residents enjoy through the maintenance of existing programs and service levels.

Sustainability Efforts:

- Continued implementation of paperless processes.
- Purchase and use of recycled paper for copying and printing.
- Ongoing effort to scan and store files electronically.

Program Description:

The City Manager's Office provides centralized direction and leadership for the effective administration and operation of all municipal services for the City of Redlands as directed by the City Council. Operating under the traditional Council-Manager form of government, the City Manager is appointed by the five-member City Council and is responsible for the day-to-day operations of the City. The City Manager's Office leadership team includes two Assistant City Managers and a Public Information Officer. The office provides strategic direction to departments and monitors progress toward achieving the goals and objectives.

The City Manager's Office is committed to developing a culture of innovation by integrating strategic management and best practices into government operations. By doing so, the organization continually improves performance, maximizes efficiencies, and creates value for taxpayer dollars.

Program Objectives:

- Provide leadership, management, and direction to all City departments.
- Compile and distribute agenda packets for all Council meetings.
- Oversee the preparation of the annual budget.
- Guide the City's Strategic Plan and vision.
- Be available to the public as needed.
- Maintain effective working relationships with other cities, counties, state and federal agencies.

Accomplishments for Fiscal Years 2024-25 and 2025-26:

- Provided leadership, management, and direction to all City departments.
- Coordinated and assembled 20 regular City Council Meeting Agenda Packets and 4 City Council Special Meeting Agenda Packets for 2024/25, and 17 regular Meeting Packets with 2 Special Meeting Packets to date for 2025/26.
- Coordinated and processed approximately 170 resident service requests for 2024/25 and 138 to date for 2025/26.
- Reviewed an average of 25 agenda items per City Council meeting for 2024/25, and 22 to date for 2025/26.

Communications and Community Relations

The Communications and Community Relations division of the City Manager's Office oversees the City's communication initiatives, and social media platforms and responds on behalf of the City to inquiries from the media and the public. The division educates and informs residents, visitors, and businesses about City programs, services, and events. Using targeted communication strategies in cooperation with other City departments, the division engages the community in the governmental process, facilitates transparency, enhances tourism, supports local industries, promotes business attraction and retention, and increases participation in City programs and activities to help generate additional revenue and strengthen the quality of life.

Included in the division is Redlands TV (RTV), the City's government access cable TV facilities and operations. RTV televises and records live events, such as City Council and Planning Commission meetings, provides a Community Events Bulletin Board, and creates or contracts original informational videos highlighting City services and programs. RTV programming is streamed on the City's website at www.redlands.gov and on YouTube at https://www.youtube.com/@CityofRedlandsPIO. Programming is also available to cable television subscribers through Spectrum (Channel 3) and Frontier Communications (Channel 35).

Program Objectives:

- Administer the City's community relations and public information programs, including media relations, videos, and other information on Redlands TV, the City's social media platforms, and other communications channels.
- Provide a forum for community events and public service messages relevant to Redlands audiences.
- Continually explore new platforms and outreach avenues, incorporating them into the overall communication and outreach strategy.
- Regularly televise all City Council and Planning Commission meetings with scheduled replays intended to provide access for all residents.
- Use available video technology and media to provide an outlet, informing Redlands residents of available City events and services or specific public service information.

Accomplishments for Fiscal Years 2024-25and 2025-26:

- Supported completion of the 2024 and 2025 National Community Surveys, providing benchmarking data on resident satisfaction, service delivery, and community priorities.
- Implemented a new City Community Calendar, enabling local organizations to post events, improving community engagement and public access to information.

- Enhanced transparency and public communication through live broadcasting and web streaming of City Council and Planning Commission meetings, along with expanded digital content and outreach efforts.
- Issued approximately 300 press releases and provided media relations support, including coordinating interviews and monitoring regional media coverage with regular updates to staff and elected officials.
- Supported City departments with internal and external communications, including review of written materials and messaging.
- Expanded social media reach and engagement across City platforms:
    - Increased Instagram following by 43% (14,000 to 20,000) and total audience to over 32,000 (+26.5%)
    - Achieved 6.7 million impressions (+1,300%) and 244,000+ video views (+4,500%)
    - Increased engagement, shares, and link clicks by over 200%
    - Published over 1,600 posts and launched targeted campaigns tied to City events and initiatives
    - Post reactions (+218%), shares (+233%), link clicks (+339%), and engagement rate (+47.6%) all saw significant year-over-year growth.
- Grew and managed departmental social media accounts (Animal Shelter, Recreation, and Senior Services), achieving:
    - 17,000+ followers (+14.8%) and 1.96 million impressions (+1,400%)
    - Increased engagement through community-focused content, including adoption campaigns and recreation programming
- Expanded video production and digital storytelling, including:
    - Bi-weekly “Pet of the Week” series promoting animal adoptions
    - Recruitment, public safety, and departmental videos
    - Coverage of major City events, community programs, and City Council recaps
- Produced public service announcements and maintained Redlands TV bulletin board content to support community awareness and outreach.

Grants Coordinating Office

The Grants Coordinating Office was established in September 2021 and is a division of the City Manager’s Office. The division is responsible for performing a variety of duties related to grant development, grant writing, and grant monitoring and reporting. Working with departments throughout the City, the Grants Coordinating Office researches grant opportunities to determine applicability, prepares grant applications, compiles proposed project information, and aligns project needs with fund goals. The division monitors grant activity, composes and submits required grant reports on project progress, and is responsible for submitting all final close-out grant materials.

Program Objectives:

- Maintain grant records and files
- Communicate grant projects to the community and solicit feedback for program implementation
- Provide information and assistance to departments in applying for grants
- Provide centralized information regarding grant funding opportunities, Uniform Guidance requirements, and other compliance
- Implement grant projects
- Coordinate grant activities with other departments

Accomplishments for Fiscal Years 2024-25 and 2025-26:

During Fiscal Years 2024-25 and 2025-26, the Grants Coordinating Office advanced major grant-funded initiatives, pursued new funding opportunities, and strengthened coordination and compliance across departments.

- **Museum of Redlands Project:** Finalized title transfer from the Redlands Historical Museum Association (RHMA) to the City and secured approximately $2.0 million in reimbursements from the California Natural Resources Agency (CNRA), including final retention payment; close-out reporting is in progress.
- **Building Forward Library Grant (Lower Level Revive Project):** Continued financial and programmatic reporting with Library staff to ensure compliance, with final close-out underway in 2026.
- **Grocery Gift Card and Utility Assistance Programs:** Executed a Third Amendment with Redlands Ranch Market to expand access; close-out activities, including final disbursements and documentation, are underway in FY 2025–26.
- **Grant-Funded Staffing Support**: Coordinated onboarding and oversight of limited-term staff funded through ARPA and other sources, strengthening cross-departmental implementation and reporting.
- **Encampment Resolution Fund (Round 3):** Supported acceptance and implementation of state funding to expand interim housing, outreach, and services for individuals experiencing homelessness.
- **Energy Efficiency and Conservation Block Grant (EECBG):** Supported acceptance and coordination of federal funding to advance energy efficiency and sustainability initiatives.
- **Homeland Security Grant Program (FY 2023):** Coordinated approvals and compliance with public safety staff to support emergency preparedness.
- **Community Planning and Capacity Building Grant (2025):** Prepared and submitted an application supporting transportation and climate planning.
- **Employment and Training Pathways Program (ETPP) 2025–26:** Coordinated development and submission of a workforce-focused grant application.
- **OVC FY25 Housing Assistance for Victims of Human Trafficking**: Submitted a federal application to expand housing and supportive services.
- **BJA FY25 Body-Worn Camera Program**: Submitted a federal application to support law enforcement technology and policy development.
- **Continuum of Care (CoC) and Youth Homelessness Demonstration Program (YHDP):** Coordinated with regional partners in preparation for upcoming HUD funding opportunities.
- **Proposition 4 and Infrastructure Funding:** Tracked eligibility requirements and timelines for resiliency-focused funding opportunities.
- **Senior Services Grant Research:** Identified funding opportunities supporting housing stability, nutrition, and digital literacy for older adults.
- **Food Assistance Funding Coordination:** Supported the City's Food Task Force by identifying grant opportunities to expand food access programs.
- **Federal Grant Policy Monitoring:** Tracked evolving policies and funding trends to support compliance and inform Citywide strategy.

- **Grant Training and Coordination:** Participated in trainings and coordinated with regional and state partners to strengthen internal capacity and compliance awareness.

Homeless Solutions Office

The Homeless Solutions Office provides leadership, coordination, and administrative oversight for the City's comprehensive response to homelessness. The Office works collaboratively across City departments and with external partners to design, implement, and manage programs that align with the City Council's strategic priorities to reduce and prevent homelessness.
The Office ensures effective deployment of resources, strengthens interagency partnerships, and advances data-driven strategies to improve housing outcomes and system efficiency.

Program Objectives:

- Plan, coordinate, and evaluate the activities of the City to address and reduce homelessness.
- Develop and implement innovative, evidence-based strategies in collaboration with regional partners.
- Procure, negotiate, and manage contracts for housing, shelter, and supportive services.
- Partner with local businesses, nonprofit organizations, and community groups to enhance service delivery.
- Align City policies and initiatives with local, state, and federal homelessness programs.
- Prepare, submit, and manage grant funding to support homeless services programs.
- Conduct community outreach, education, and stakeholder engagement.
- Develop and monitor the annual budget for homeless services and related programs.
- Lead and coordinate the City's annual Point-in-Time Count.
- Collaborate with Code Enforcement to address encampments and neighborhood impacts.
- Prepare and deliver reports and presentations to City Council, commissions, and community stakeholders.

FY 2024–2025 Priorities & Activities

- Continued implementation and oversight of City-funded homeless programs and initiatives.
- Expansion and coordination of multidisciplinary street outreach efforts, including behavioral health services.
- Strengthening regional collaboration through Continuum of Care and County partnerships.
- Ongoing administration and compliance of state and federal grant programs (e.g., HHAP).
- Focus on increasing placements into permanent housing and reducing returns to homelessness.
- Enhanced data tracking through HMIS to improve performance measurement and reporting.

Accomplishments for Fiscal Years 2024-25and 2025-26:

- Secured approximately $2 million in grant funding to support homeless services.

- Successfully placed over 230 individuals into permanent housing across prior fiscal years.
- Provided interim shelter and hotel placements for over 170 individuals.
- Established and expanded multiple street outreach teams, including a dedicated behavioral health team.

DEPARTMENT/DIVISION

CITY MANAGER

FUND | **ORGKEY**

GENERAL FUND | 101120

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	490,384	508,065	508,065	414,742	444,486
5005	Vacancies	-	-	-	(18,461)	(16,141)
5202	Holiday Pay	2,089	-	1,558	-	-
5203	Bonus	1,203	1,145	1,145	1,196	1,196
5204	Accrual Payout	14,257	-	-	101,382	1,382
5301	Banked Leave Buy Back	-	9,607	9,607	2	2
5401	Pension Contributions	64,335	148,760	148,760	144,248	146,294
5501	Social Security/Medicare	29,977	30,350	30,350	31,367	31,874
5601	Deferred Compensation	53,970	30,519	45,056	44,735	44,735
5701	Health/Dental Insurance	67,909	65,442	65,442	56,694	56,876
5702	Workers' Comp Insurance	10,955	11,336	11,336	22,076	22,658
5703	Disability Insurance	371	377	377	478	478
5704	Unemployment Insurance	(3,976)	1,319	1,319	1,319	1,319
5705	Life Insurance	198	192	192	192	192
5801	Vehicle Allowance	6,540	6,540	6,540	6,540	6,540
5802	Eyecare Reimbursement	1,297	912	912	585	585
5803	Clothing Allowance	150	150	150	150	150
5903	Other Taxable Benefits	3,924	381	3,000	2,688	2,688
5904	Tuition Reimbursement	-	-	-	-	-
5905	Employee Wellness Program	1,638	-	1,130	-	-
	TOTAL SALARIES AND BENEFITS	745,221	815,095	834,939	809,933	745,314
	SERVICES					
6005	License & Permits	1,778	2,294	2,294	2,363	2,434
6106	Other Professional Services	18,647	11,136	31,465	8,253	8,500
6304	Telephone	2,445	3,060	3,060	3,152	3,246
6401	Meeting & Prof Development	13,048	4,916	14,000	14,420	14,852
6402	Travel Expense/Reimbursement	12,442	7,650	13,680	14,090	14,513
6403	Training	2,223	4,080	-	1,000	1,030
6601	Postage	84	124	124	128	132
6802	Info Tech Service Charges	53,309	46,963	46,963	76,156	78,694
6803	City Garage Charges	4,961	822	-	-	-
6901	Printing and Binding	546	-	-	-	-
6907	Comms Service & Rental	1,921	-	2,160	-	-
6909	Subscriptions & Memberships	17,597	6,242	10,200	10,506	10,821
	TOTAL SERVICES	129,002	87,288	123,947	130,068	134,223
	SUPPLIES					
7001	Books & Supplies	1,229	287	287	295	304
7002	Office Supplies	4,744	2,868	4,645	4,784	4,928
7005	Photo & Copying Supplies	98	-	-	-	-
7101	Office Equipment & Furniture	3,849	4,478	7,538	7,764	7,997
7102	Small Tools & Equipment	85	-	-	-	-
7802	Purchased Water	973	344	1,072	1,104	1,137
7807	Food	780	574	967	591	608
7810	Special Departmental Supplies	665	1,721	1,200	1,236	1,273
	TOTAL SUPPLIES	12,423	10,270	15,709	15,775	16,248
	DIVISION TOTAL	**886,645**	**912,653**	**974,594**	**955,776**	**895,785**

DEPARTMENT/DIVISION

COMMUNICATIONS AND COMMUNITY RELATIONS

FUND

GENERAL FUND

ORGKEY

101121

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	278,290	380,834	380,834	343,650	371,615
5005	Vacancies	-	-	-	(12,517)	(12,648)
5101	Overtime Salaries	7,133	5,000	5,000	7,000	7,000
5202	Holiday Pay	4,537	-	2,171	-	-
5203	Bonus	785	747	747	780	780
5204	Accrual Payout	30,457	-	1,055	2,442	2,442
5301	Banked Leave Buy Back	6,268	24,429	24,429	2	2
5401	Pension Contributions	81,790	112,581	112,581	97,314	97,428
5501	Social Security/Medicare	23,323	29,863	29,863	25,913	25,913
5601	Deferred Compensation	21,777	16,131	20,811	15,962	15,962
5701	Health/Dental Insurance	54,901	54,317	54,317	52,181	52,306
5702	Workers' Comp Insurance	8,216	8,502	8,502	8,549	8,775
5703	Disability Insurance	1,212	1,006	1,006	1,084	1,084
5704	Unemployment Insurance	255	1,367	1,367	1,367	1,367
5705	Life Insurance	161	198	198	199	199
5801	Vehicle Allowance	900	900	900	900	900
5802	Eyecare Reimbursement	370	945	945	900	900
5803	Clothing Allowance	300	300	300	-	-
5903	Other Taxable Benefits	173	323	323	473	473
	TOTAL SALARIES AND BENEFITS	520,848	637,443	645,348	546,198	574,498
	SERVICES					
6106	Other Professional Services	32,140	32,826	32,826	34,232	34,522
6304	Telephone	678	546	546	563	579
6401	Meeting & Prof Development	36	1,639	1,000	1,688	1,738
6402	Travel Expense/Reimbursement	-	3,000	1,000	3,090	3,183
6403	Training	-	5,000	600	5,150	5,305
6703	Software Support/Development	-	3,661	3,661	3,771	3,884
6802	Info Tech Service Charges	15,231	13,418	13,418	21,759	22,484
6803	City Garage Charges	-	5,168	4,523	3,658	3,316
6907	Comms Service & Rental	-	1,870	500	1,926	1,984
6909	Subscriptions & Memberships	7,836	5,303	13,840	5,462	5,625
6910	Labor	-	-	3,203	-	-
	TOTAL SERVICES	55,921	72,431	75,117	81,298	82,621
	SUPPLIES					
7002	Office Supplies	352	510	300	525	541
7004	Uniform/Safety Clothing	-	546	546	563	579
7101	Office Equipment & Furniture	1,475	1,092	1,092	1,125	1,159
7810	Special Departmental Supplies	-	1,561	500	1,607	1,656
7812	Audio-Visual Materials	5,557	1,639	15,000	1,688	1,738
7901	Non-Capital Expenditures	-	5,000	5,000	5,150	5,305
	TOTAL SUPPLIES	7,384	10,348	22,439	10,658	10,978
	FIXED ASSETS					
8703	Computer Equipment	-	-	25,000	-	-
	TOTAL FIXED ASSETS	-	-	25,000	-	-
	DIVISION TOTAL	**584,153**	**720,221**	**767,905**	**638,154**	**668,096**

DEPARTMENT/DIVISION

PRINT SHOP

FUND | **ORGKEY**

GENERAL FUND | 101124

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6710	Special Contractual Services	11,614	14,168	16,000	16,480	16,974
6906	Office Equip & Furn Rent	2,382	-	-	-	-
6907	Comms Service & Rental	3,753	1,852	3,917	4,035	4,156
	TOTAL SERVICES	17,749	16,020	19,917	20,515	21,130
	SUPPLIES					
7002	Office Supplies	-	114	114	118	121
7203	Office Equipment Maintenance	1,569	2,868	2,868	2,954	3,042
	TOTAL SUPPLIES	1,569	2,982	2,982	3,072	3,164
	DIVISION TOTAL	**19,318**	**19,002**	**22,900**	**23,586**	**24,294**

City Homeless Solutions

Mission Statement:

The City Homeless Solutions Office is dedicated to providing housing and outreach for all unhoused persons in the City in the most efficient, effective, and economical manner practical to help attain the City Council's goals and the City Departments' program objectives.

Departmental Goals:

- The Homeless Solutions Division is committed to reducing homelessness in the City of Redlands through a coordinated, housing-focused approach that prioritizes efficiency, accountability, and positive outcomes for individuals and families experiencing homelessness.
- The Division aims to expand access to interim and permanent housing options, strengthen street outreach and engagement efforts, and improve connections to behavioral health, substance use treatment, and other supportive services.
- Enhance data collection, performance measurement, and reporting to ensure programs are effective and aligned with City Council priorities.
- Strengthen partnerships with regional agencies, service providers, and community stakeholders to maximize resources and improve system-wide coordination.
- All efforts are guided by a commitment to fiscal responsibility, regulatory compliance, and improving overall health, safety, and quality of life within the community.

Sustainability Efforts:

- Inclusion of sustainable measures in public project contracts and procurement documents.
- Continued progress toward "paperless" processes and operations where possible, practical, and effective.
- Purchase and use of recycled paper for copying and printing, and other available recycled products.
- Ongoing effort to scan and store files electronically.

Program Description:

The City Homeless Solutions Office provides support and administrative oversight of the development and implementation of homeless services, coordinates with outside agencies, and ensures that programs and resources across all departments are aligned with the City's goals to address homelessness.

Program Objectives:

- Increase placements into permanent housing through rapid rehousing and housing navigation programs.
- Expand access to interim shelter and supportive services for individuals experiencing homelessness.
- Strengthen street outreach and engagement efforts to connect unsheltered individuals to housing and services.
- Improve coordination with behavioral health and substance use treatment providers.
- Collaborate with local, regional, state, and federal partners to enhance service delivery and resource alignment.
- Ensure compliance with grant requirements and applicable regulations.
- Maintain accurate and timely data collection, reporting, and performance tracking.
- Monitor contracts and program performance to ensure effective and efficient use of resources.

- Continuously evaluate and improve programs to align with City Council priorities and community needs.

Accomplishments for Fiscal Years 2024–2025 and 2025–2026

- Secured and administered state and federal grant funding, including Homeless Housing, Assistance and Prevention (HHAP), Prop 47, and Encampment Resolution Funding (ERF), to expand local homeless services.
- Increased the number of individuals placed into permanent housing through rapid rehousing and housing navigation efforts.
- Expanded interim shelter capacity and maintained consistent shelter placements to reduce unsheltered homelessness.
- Strengthened multidisciplinary street outreach teams, including behavioral health partnerships, resulting in increased engagement with unsheltered individuals.
- Conducted coordinated encampment resolution efforts, improving public health and safety while connecting individuals to services and shelter.
- Enhanced coordination with regional service providers, nonprofits, and county partners to improve service delivery and system integration.
- Improved data tracking, reporting, and compliance with state and federal requirements, including HMIS and performance metrics.
- Continued administration and oversight of contracts to ensure high-quality service delivery and accountability of funded programs.
- Supported the City Council, City Manager, and departments with regular updates, reports, and strategic planning related to homelessness.

Operational Improvements and Key Projects (FY 2027–2028)

During FY 2027 and FY 2028, the Division will focus on expanding rapid rehousing and housing navigation efforts to increase placements into permanent housing, particularly for individuals with high barriers. The Division will also enhance multidisciplinary outreach efforts, including strengthened coordination with behavioral health providers, to improve engagement, service delivery, and encampment resolution outcomes. Continued improvements to data tracking and performance management systems will support more efficient service delivery and reporting.

Capital Projects (>$50,000)

Planned capital investments include improvements to Permanent Supportive Housing to enhance safety, accessibility, and overall service capacity to Redlands Project Home Key site. Additional investments in technology and data systems will support improved coordination of services, compliance with state and federal requirements, and more effective tracking of program outcomes.

DEPARTMENT/DIVISION

HOMELESS SOLUTIONS

FUND

GENERAL FUND

ORGKEY

101126

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	-	185,635	185,635	134,092	145,921
5002	Salaries: Part-Time	1,614	-	18,744	25,710	25,710
5005	Vacancies	-	-	-	(5,243)	(5,319)
5301	Banked Leave Buy Back	231	-	951	1	1
5401	Pension Contributions	642	-	2,794	36,014	37,444
5501	Social Security/Medicare	167	-	1,648	12,214	12,588
5701	Health/Dental Insurance	2,105	-	-	26,733	26,809
5704	Unemployment Insurance	-	-	1,072	434	434
5705	Life Insurance	-	-	5	63	63
	TOTAL SALARIES AND BENEFITS	4,759	185,635	210,849	230,016	243,651
	SERVICES					
6007	Penalties and Interest	76	5	2,951	2,800	2,800
6102	Legal Services	79,824	21,348	21,348	23,000	23,690
6106	Other Professional Services	18,700	164,582	185,164	100,000	103,000
6301	Water Wastewater Refuse	-	-	37,283	30,000	35,000
6304	Telephone	11,564	6,143	15,000	18,000	12,000
6307	Electricity & Gas	26,857	7,561	100,000	75,000	75,000
6401	Meeting & Prof Development	2,318	300	3,000	5,000	5,000
6402	Travel Expense/Reimbursement	1,014	-	3,103	2,000	2,000
6403	Training	1,500	-	3,485	2,500	2,500
6703	Software Support/Development	4,800	4,800	-	4,800	4,800
6708	Special Program Expenditures	66,815	64,161	25,000	20,000	20,000
6710	Special Contractual Services	237,012	688,197	500,000	528,000	550,000
6712	Landfill Tipping Charges	18,020	12,940	7,500	3,000	3,000
6803	City Garage Charges	-	-	28,945	-	21,224
6901	Printing and Binding	4,230	4,230	4,230	500	500
6903	Janitorial Services	15,420	15,900	15,900	8,000	8,000
6904	Land and Building Rent	4,200	4,200	-	-	-
6910	Labor	58,618	66,345	60,000	40,000	40,000
	TOTAL SERVICES	550,967	1,060,712	1,012,909	862,600	908,514
	SUPPLIES					
7002	Office Supplies	10,601	2,080	5,300	10,000	10,300
7004	Uniform/Safety Clothing	-	-	334	3,000	3,000
7101	Office Equipment & Furniture	26,834	40,820	30,000	25,000	25,000
7102	Small Tools & Equipment	-	-	1,288	2,000	2,000
7204	Building/Grounds Maintenance	8,195	5,695	7,300	5,695	5,695
7205	Machinery & Equip. Maint.	20,118	25,000	35,813	30,000	30,000
7206	Vehicle Maintenance	963	1,768	4,531	8,000	8,000
7208	Repair/Maintenance Supplies	21,096	4,678	35,908	6,000	6,180
7209	Janitorial Supplies	-	-	30	-	-
7210	Building Supplies	4,283	4,283	-	-	-
7211	Computer Components	1,830	-	5,909	2,000	2,060
7807	Food	3,355	1,805	4,685	5,000	5,150
7810	Special Departmental Supplies	7,065	13,527	21,091	13,527	13,527
7901	Non-Capital Expenditures	10,680	10,680	-	-	-
	TOTAL SUPPLIES	115,019	110,336	152,189	110,222	110,912

DEPARTMENT/DIVISION

HOMELESS SOLUTIONS

FUND | **ORGKEY**

GENERAL FUND | 101126

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	FIXED ASSETS					
8801	Capital Lease	(1,555)	15,553	19,714	19,714	19,714
	TOTAL FIXED ASSETS	(1,555)	15,553	19,714	19,714	19,714
	DEBT SERVICE					
9002	Principal - Lease	16,864	-	-	-	-
9102	Interest - Lease	1,800	-	-	-	-
	TOTAL DEBT SERVICE	18,664	-	-	-	-
	DIVISION TOTAL	**687,853**	**1,372,237**	**1,395,661**	**1,222,552**	**1,282,790**

DEPARTMENT SUMMARY

FUND

GENERAL FUND

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
CITY MANAGER	886,645	912,653	974,594	955,776	895,785
COMMUNICATIONS AND COMMUNITY RELATIONS	584,153	720,221	767,905	638,154	668,096
PRINT SHOP	19,318	19,002	22,900	23,586	24,294
HOMELESS SOLUTIONS	687,853	1,372,237	1,395,661	1,222,552	1,282,790
DEPARTMENT TOTAL	**2,177,970**	**3,024,113**	**3,161,059**	**2,840,069**	**2,870,966**

DEPARTMENT/DIVISION

CITY MANAGER
GRANTS

FUND
GRANTS

ORGKEY
200120

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	273,515	1,844,230	2,629,264	-	-
5002	Salaries: Part-Time	171,632	-	15,000	-	-
5101	Overtime Salaries	1,836	-	-	-	-
5202	Holiday Pay	2,738	-	-	-	-
5204	Accrual Payout	1,076	-	-	-	-
5301	Banked Leave Buy Back	5,540	-	-	-	-
5401	Pension Contributions	140,058	-	-	-	-
5501	Social Security/Medicare	35,053	-	-	-	-
5601	Deferred Compensation	1,287	-	-	-	-
5701	Health/Dental Insurance	74,838	-	-	-	-
5703	Disability Insurance	1,896	-	-	-	-
5704	Unemployment Insurance	4,919	-	-	-	-
5705	Life Insurance	260	-	-	-	-
5802	Eyecare Reimbursement	-	-	-	-	-
5803	Clothing Allowance	900	-	-	-	-
5903	Other Taxable Benefits	1,429	-	-	-	-
	TOTAL SALARIES AND BENEFITS	716,976	1,844,230	2,644,264	-	-
	SERVICES					
6104	Auditing and Accounting	-	-	25,000	-	-
6402	Travel Expense/Reimbursement	646	-	605	-	-
6403	Training		20,000	20,000	-	-
6703	Software Support/Development	14,932	99,145	107,481	-	-
6708	Special Program Expenditures	5,075,942	4,495,263	3,822,190	-	-
6710	Special Contractual Services	12,376	355,584	330,011	-	-
	TOTAL SERVICES	5,103,896	4,969,992	4,305,286	-	-
	SUPPLIES					
7002	Office Supplies		43,912	43,912	-	-
7211	Computer Components	3,009	-	-	-	-
7810	Special Departmental Supplies		9,000	9,000	-	-
	TOTAL SUPPLIES	3,009	52,912	52,912	-	-
	FIXED ASSETS					
8401	Wastewater Infrastructure	864,672	135,328	-	-	-
	TOTAL FIXED ASSETS	864,672	135,328	-	-	-
	DIVISION TOTAL	**6,688,552**	**7,002,463**	**7,002,463**	**-**	**-**

DEPARTMENT SUMMARY

FUND

GRANTS

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
CITY MANAGER GRANTS	6,688,552	7,002,463	7,002,463	-	-
DEPARTMENT TOTAL	**6,688,552**	**7,002,463**	**7,002,463**	**-**	**-**

City Attorney

Mission Statement:

The City Attorney's Office is dedicated to professionally providing the highest quality legal services for all City matters in the most efficient, effective, and economical manner practical to help attain the City Council's goals and City Departments' program objectives.

Departmental Goals:

- Proactively provide high-quality, ethical, and timely legal advice to the City Council, City Manager, City Departments, and appointed boards and commissions, to assist the City Council and City Departments' in achieving their goals and objectives.
- Resolve all legal disputes efficiently and cost-effectively while protecting the City's legal interests.

Sustainability Efforts:

- Inclusion of sustainable measures in public project contracts and procurement documents.
- Continued progress toward "paperless" processes and operations where possible, practical, and effective.
- Purchase and use of recycled paper for copying and printing, and other available recycled products.
- Ongoing efforts to scan and store files electronically.

Program Description:

The City Attorney is responsible for providing legal advice and representation to the City Council, City Manager, and City employees, as well as to City Council appointed commissions and boards, as needed. The City Attorney also oversees the prosecution of violations of the City's Municipal Code to ensure compliance with City, state, and federal laws and regulations, and monitors all City legal matters involving the use of special counsel.

Program Objectives:

- Provide the highest quality legal services by drafting and/or providing timely review of all ordinances, resolutions, contracts, and other legal documents in the normal course of City business.
- Ensure services are provided to the City Council and staff as required or permitted by law.
- Ensure cost-effective governmental claims defense and litigation services while assisting, reviewing, and effectively monitoring special counsel services.
- Administer and coordinate the City's administrative citation program to ensure compliance with the City's Code and enhance cost recovery for Code Enforcement efforts.
- Coordinate with all City departments to review and ensure compliance with subpoena requests and requests for documents under the California Public Records Act.

Accomplishments for Fiscal Years 2024-25 and 2025-26:

- The City Attorney supported the City Council, City Manager, and all City departments, boards, commissions, and committees in achieving the City Council's goals while limiting risk and costs to taxpayers.
- Completed 955 public records requests for 2024-25, and 870 for 2025-26 (to date).
- Closed 7 lawsuits in Fiscal Year 2024-25. Closed 10 lawsuits in Fiscal Year 2025-26.
- Brown Act training for the Human Relations Commission (HRC), Cultural Arts Commission, Citrus Preservation Commission and Planning Commission
- Conducted California Public Records Act (CPRA) training.

DEPARTMENT/DIVISION

CITY ATTORNEY

FUND

GENERAL FUND

ORGKEY

101150

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	401,293	414,842	414,842	452,245	473,905
5002	Salaries: Part-Time	-	-	-	40,937	40,937
5005	Vacancies	-	-	-	(15,760)	(15,519)
5202	Holiday Pay	49	-	-	-	-
5203	Bonus	523	498	498	520	520
5204	Accrual Payout	5,303	-	1,956	1,048	1,048
5301	Banked Leave Buy Back	-	4,513	4,513	1	1
5401	Pension Contributions	114,901	122,655	122,655	120,887	121,124
5501	Social Security/Medicare	23,132	24,214	24,214	25,513	25,546
5601	Deferred Compensation	16,795	15,220	15,220	15,837	15,837
5701	Health/Dental Insurance	32,508	29,331	29,331	34,812	34,824
5702	Workers' Comp Insurance	5,477	5,668	5,668	5,699	5,850
5704	Unemployment Insurance	145	955	1,206	955	955
5705	Life Insurance	78	139	139	139	139
5801	Vehicle Allowance	6,600	6,600	6,600	6,600	6,600
5802	Eyecare Reimbursement	-	660	660	330	330
5903	Other Taxable Benefits	155	330	330	330	330
	TOTAL SALARIES AND BENEFITS	606,959	625,625	627,832	690,093	712,428
	SERVICES					
6102	Legal Services	298,274	163,863	272,000	280,160	288,565
6106	Other Professional Services	14,666	936	15,005	824	849
6304	Telephone	1,590	2,185	2,185	2,250	2,318
6401	Meeting & Prof Development	649	1,366	1,366	1,407	1,449
6402	Travel Expense/Reimbursement	1,162	3,277	3,277	3,376	3,477
6403	Training	280	1,092	1,092	1,125	1,159
6601	Postage	328	202	202	208	214
6802	Info Tech Service Charges	15,231	13,418	13,418	21,759	22,484
6901	Printing and Binding	-	1,769	1,000	1,030	1,061
6907	Comms Service & Rental	4,151	-	5,040	5,191	5,347
6909	Subscriptions & Memberships	12,231	10,474	12,676	13,056	13,448
	TOTAL SERVICES	348,562	198,582	327,261	330,386	340,370
	SUPPLIES					
7001	Books & Supplies	-	1,420	1,420	1,463	1,507
7002	Office Supplies	422	546	546	563	579
7101	Office Equipment & Furniture	-	109	109	113	116
	TOTAL SUPPLIES	422	2,076	2,076	2,138	2,202
	DIVISION TOTAL	**955,943**	**826,283**	**957,168**	**1,022,617**	**1,055,000**

DEPARTMENT SUMMARY

FUND

GENERAL FUND

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
CITY ATTORNEY	955,943	826,283	957,168	1,022,617	1,055,000
DEPARTMENT TOTAL	**955,943**	**826,283**	**957,168**	**1,022,617**	**1,055,000**

Human Resources Department

Program Description:

The Human Resources team works collaboratively to develop and administer programs that are designed to increase the effectiveness of staff and the organization. Human Resources provides the full range of services to all City departments, and where applicable, residents and visitors to our community. The primary functions include recruitment and selection, employee benefits administration, wellness, performance management, safety, risk management, training, organizational development, personnel data maintenance, volunteer management, state and federal reporting, MOU (Memorandum of Understanding) administration, employee assistance, and labor and employee relations.

Program Objectives:

- Facilitate the recruitment, selection, retention, and promotion of individuals to ensure a talented, diverse workforce
- Market a comprehensive and economical employee compensation and benefits package to attract and retain the highest caliber employees
- Support employee engagement by providing an effective onboarding process and continued training and professional development opportunities
- Ensure compensation and performance management processes are designed to maximize performance and align with the goals of the organization
- Revise and implement Personnel Rules and Regulations and Administrative Policies that create a consistent, positive, and productive organizational culture
- Utilize technology in all aspects of Human Resources to create a cost-effective and efficient operation
- Build upon the Volunteer & Intern Resources program including enhancing the volunteer and intern program and increasing community awareness and involvement through enhanced outreach

Projects:

- Implementation of NEOGOV Onboarding in support of the City's Strategic Plan Priority D. This platform will support the onboarding program that was established in 2022. It will increase efficiency of processing new hire documents, standardize processes, provide a personalized portal to welcome new employees, and assign internal points of contact to assist new hires with transitioning into the organization. This program will also support sustainability by significantly reducing the use of paper.
- Continued enhancement of the Training and Development Program and Succession Planning. In support of the City's Strategic Plan Priorities C and D, we are procuring additional resources for continued diversity and inclusion training for staff. Additionally, training will be provided to support leadership development to assist current staff in being prepared to move into advanced roles as they become available.

DEPARTMENT/DIVISION

HUMAN RESOURCES

FUND

GENERAL FUND

ORGKEY

101140

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	347,172	477,706	477,706	467,966	504,131
5002	Salaries: Part-Time	-	35,000	35,000	-	-
5005	Vacancies	-	-	-	(16,388)	(16,525)
5202	Holiday Pay	1,778	-	1,241	-	-
5203	Bonus	785	1,896	2,341	2,676	2,676
5204	Accrual Payout	35,120	-	2,049	2,895	2,895
5301	Banked Leave Buy Back	1,082	20,326	20,326	2,263	2,263
5401	Pension Contributions	97,597	122,872	122,872	125,153	128,171
5501	Social Security/Medicare	26,780	32,742	32,742	32,879	33,660
5601	Deferred Compensation	29,258	14,307	14,307	12,092	12,221
5701	Health/Dental Insurance	78,747	59,008	59,008	48,742	48,854
5702	Workers' Comp Insurance	20,741	21,462	21,462	39,017	40,047
5703	Disability Insurance	220	252	252	319	334
5704	Unemployment Insurance	329	1,953	1,953	1,584	1,584
5705	Life Insurance	188	221	221	230	230
5801	Vehicle Allowance	3,300	2,400	2,400	3,300	3,300
5802	Eyecare Reimbursement	1,662	1,050	1,050	930	930
5803	Clothing Allowance	120	120	120	120	120
5903	Other Taxable Benefits	693	945	945	788	788
5904	Tuition Reimbursement	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	645,572	792,260	795,996	724,565	765,678
	SERVICES					
6007	Penalties and Interest	14	-	40	-	-
6102	Legal Services	46,773	19,500	50,000	51,500	53,045
6105	Medical/Physicals	15,950	31,350	31,350	31,930	32,888
6106	Other Professional Services	77,775	237,392	274,865	15,450	15,914
6304	Telephone	4,118	-	3,000	3,090	3,183
6401	Meeting & Prof Development	9,527	5,000	5,100	5,150	5,305
6402	Travel Expense/Reimbursement	8,973	9,000	9,000	9,270	9,548
6403	Training	3,610	2,000	2,000	2,060	2,122
6505	Retiree Health Insurance	4,504,933	5,284,440	5,284,440	5,601,506	5,937,597
6601	Postage	2,003	1,500	1,500	1,545	1,591
6702	Fingerprinting	7,543	9,300	9,300	9,579	9,866
6703	Software Support/Development	4,815	2,730	4,765	4,908	5,055
6710	Special Contractual Services	16,666	18,000	18,540	18,540	19,096
6716	Career Fair	350	-	-	-	-
6802	Info Tech Service Charges	76,156	67,090	67,090	108,794	112,421
6901	Printing and Binding	141	1,000	1,000	1,030	1,061
6902	Advertising	2,521	25,500	25,500	26,265	27,053
6906	Office Equip & Furn Rent	1,659	1,500	1,500	1,545	1,591
6909	Subscriptions & Memberships	7,884	6,150	7,852	6,335	6,525
6910	Labor	4,310	-	-	-	-
	TOTAL SERVICES	4,795,720	5,721,452	5,796,842	5,898,497	6,243,860
	SUPPLIES					
7001	Books & Supplies	1,137	620	620	639	658
7002	Office Supplies	8,029	4,550	4,550	3,142	3,236

DEPARTMENT/DIVISION

HUMAN RESOURCES

FUND

GENERAL FUND

ORGKEY

101140

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7003	Awards/Recognition Prgm	13,626	14,300	14,300	14,729	15,171
7101	Office Equipment & Furniture	5,487	5,500	5,500	5,665	5,835
7210	Building Supplies	5,690	-	-	-	-
7211	Computer Components	1,621	3,000	3,000	3,090	3,183
7806	Promotional Supplies	597	800	800	824	849
7807	Food	3,817	3,000	3,000	3,090	3,183
7810	Special Departmental Supplies	3,483	4,369	4,369	3,605	3,713
	TOTAL SUPPLIES	43,486	36,139	36,139	34,783	35,827
	DIVISION TOTAL	**5,484,778**	**6,549,851**	**6,628,977**	**6,657,845**	**7,045,364**

DEPARTMENT SUMMARY

FUND

GENERAL FUND

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
HUMAN RESOURCES	5,484,778	6,549,851	6,628,977	6,657,845	7,045,364
DEPARTMENT TOTAL	**5,484,778**	**6,549,851**	**6,628,977**	**6,657,845**	**7,045,364**

Risk Management Division

Program Description:

The Risk Management Division identifies, assesses, and controls risk to the City and ensures a safe and secure work environment. The division manages the processing of all property and general liability claims filed against the City. The division also establishes the City's insurance needs and works with the City's broker to procure appropriate levels of insurance coverage for property and general liability, workers' compensation, crime, and various other policies.

The City contracts with third-party administrators (TPA) that ensures compliance with all regulations regarding the administration and investigation of all claims. The TPA coordinates with the Risk Management staff, City Attorney, City Manager, and City Council as needed.

Program Objectives:

- Identify potential liability exposures and address them in a proactive, not reactive, manner
- Work closely with the City Attorney and TPA to expedite the disposition of all claims presented to the City
- Ensure maintenance of a database of all claims filed against the City
- Prepare analysis as needed related to the City's need for excess liability insurance
- Act as liaison with the City's insurance broker in the procurement of all property and liability insurance policies maintained by the City
- Assist other departments with insurance-related issues
- Review proposed contractual agreements for appropriate levels of insurance coverage maintained by the other party before the City enters into the agreement
- Review proposed contractual agreements wherein the City must provide coverage, recommend acceptance, or voice concerns and alternative solutions
- Compile and submit the necessary documentation to the City's insurance carriers for reimbursement of losses incurred and for which the City has insurance coverage
- Pursue the City's subrogation rights for property losses caused by others

DEPARTMENT/DIVISION

RISK MANAGEMENT

FUND

LIABILITY SELF-INSURANCE

ORGKEY

602140

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	154,076	210,231	210,231	208,385	222,889
5202	Holiday Pay	329	-	477	-	-
5203	Bonus	-	948	948	948	948
5204	Accrual Payout	17,516	-	4,231	1,346	1,346
5301	Banked Leave Buy Back	182	8,443	8,443	227	227
5401	Pension Contributions	42,686	61,483	61,483	57,106	58,278
5402	GASB68 Pension Expense	(58,606)	-	-	-	-
5501	Social Security/Medicare	12,301	14,912	14,912	15,150	15,452
5601	Deferred Compensation	12,245	6,439	6,439	4,705	4,757
5701	Health/Dental Insurance	41,366	31,941	31,941	31,457	31,534
5702	Workers' Comp Insurance	5,477	5,668	5,668	5,699	5,850
5703	Disability Insurance	110	126	126	160	167
5704	Unemployment Insurance	111	738	738	738	738
5705	Life Insurance	89	107	107	107	107
5801	Vehicle Allowance	1,200	1,200	1,200	1,200	1,200
5802	Eyecare Reimbursement	300	510	510	450	450
5803	Clothing Allowance	60	60	60	60	60
5901	Compensated Absences Expense	2,143	-	-	-	-
5903	Other Taxable Benefits	280	465	465	255	255
	TOTAL SALARIES AND BENEFITS	231,866	343,271	347,980	327,993	344,257
	SERVICES					
6007	Penalties and Interest	-	-	22,016	-	-
6102	Legal Services	1,574,000	480,000	1,500,000	494,400	509,232
6106	Other Professional Services	1,032	-	30,561	31,421	32,364
6304	Telephone	1,233	800	824	824	849
6401	Meeting & Prof Development	2,230	3,000	3,000	3,090	3,183
6402	Travel Expense/Reimbursement	5,837	4,000	4,000	4,120	4,244
6501	Settlements/Judgments	-	10,000	2,148,625	-	-
6502	Property Insurance	2,058,299	2,800,000	2,100,000	2,640,000	3,168,000
6505	Retiree Health Insurance	3,514	-	-	-	-
6506	Premiums for Excess Coverage	2,139,938	3,065,400	3,065,400	3,157,362	3,252,083
6507	Liability Claims	3,460,965	350,000	350,000	360,500	371,315
6510	Other Insurance	14,832	28,000	28,000	28,840	29,705
6601	Postage	4	100	100	103	106
6710	Special Contractual Services	280,184	251,744	171,690	176,841	182,146
6802	Info Tech Service Charges	7,616	6,709	6,709	10,879	11,242
6901	Printing and Binding	-	100	100	103	106
6906	Office Equip & Furn Rent	53	750	750	773	796
6909	Subscriptions & Memberships	726	210	1,000	1,000	1,000
	TOTAL SERVICES	9,550,463	7,000,813	9,432,775	6,910,255	7,566,370
	SUPPLIES					
7002	Office Supplies	753	620	620	639	658
	TOTAL SUPPLIES	753	620	620	639	658
	DIVISION TOTAL	**9,783,082**	**7,344,704**	**9,781,375**	**7,238,887**	**7,911,285**

DEPARTMENT SUMMARY

FUND

LIABILITY SELF-INSURANCE

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
RISK MANAGEMENT	9,783,082	7,344,704	9,781,375	7,238,887	7,911,285
DEPARTMENT TOTAL	**9,783,082**	**7,344,704**	**9,781,375**	**7,238,887**	**7,911,285**

Workers' Compensation Division

Program Description:

The City of Redlands is self-insured for its Workers' Compensation and contracts with a third-party administrator (TPA) whose focus is to keep abreast of the continually changing Workers' Compensation laws and regulations, assure that the City maintains compliance with these changes, and most importantly facilitates the care needed to return the employee to their pre-injury status. The Workers' Compensation program provides employee treatment through a wide network of healthcare practitioners. To reach the goal of returning an employee to their pre-injury productivity the City, whenever possible, provides modified duty. Modified duty allows the employee to remain an active and productive member of the organization while still recuperating from their injury.

Program Objectives:

- Monitor the performance of the City's TPA for efficiency, service standards, and cost-effectiveness
- Analyze accident data, identify root causes, and coordinate with the department on the implementation of programs to reduce the number of work-related injuries and illnesses
- Implement a wellness-rich environment where employees are provided the tools necessary to realize the healthiest lifestyle possible
- Review status of claims with the TPA adjuster and the City's legal counsel
- Administer the Disability and Industrial Disability Retirement programs in a fiscally responsible manner
- Facilitate a return-to-work (RTW) program for those employees able to work modified duty to reduce time away from work due to injury
- Mitigate potential claims by addressing work/health issues brought forward by employees

DEPARTMENT/DIVISION

WORKERS\' COMPENSATION

FUND

WORKERS' COMPENSATION

ORGKEY

606141

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	146,681	197,562	197,562	200,337	215,479
5202	Holiday Pay	433	-	406	-	-
5203	Bonus	-	948	948	948	948
5204	Accrual Payout	14,332	-	2,543	1,316	1,316
5301	Banked Leave Buy Back	353	9,573	9,573	453	453
5401	Pension Contributions	41,011	58,891	58,891	54,004	55,189
5402	GASB68 Pension Expense	(33,198)	-	-	-	-
5501	Social Security/Medicare	11,460	14,329	14,329	14,293	14,598
5601	Deferred Compensation	13,695	8,387	8,387	5,727	5,806
5701	Health/Dental Insurance	41,037	27,334	27,334	27,455	27,515
5703	Disability Insurance	110	126	126	160	167
5704	Unemployment Insurance	117	651	651	651	651
5705	Life Insurance	65	95	95	95	95
5801	Vehicle Allowance	1,200	1,200	1,200	1,200	1,200
5802	Eyecare Reimbursement	297	450	450	390	390
5803	Clothing Allowance	60	60	60	60	60
5901	Compensated Absences Expense	6,072	-	-	-	-
5903	Other Taxable Benefits	376	435	435	465	465
	TOTAL SALARIES AND BENEFITS	244,101	320,041	322,990	307,554	324,332
	SERVICES					
6102	Legal Services	88,377	99,000	99,000	101,970	105,029
6106	Other Professional Services	-	38,400	38,400	38,400	38,400
6401	Meeting & Prof Development	-	3,000	3,000	3,090	3,183
6402	Travel Expense/Reimbursement	-	4,000	4,000	4,120	4,244
6505	Retiree Health Insurance	7,989	4,100	4,100	4,223	4,350
6506	Premiums for Excess Coverage	265,747	300,000	300,000	309,000	318,270
6509	Worker's Comp Claims	3,410,740	1,500,000	1,700,000	1,545,000	1,591,350
6601	Postage	3	-	-	-	-
6710	Special Contractual Services	179,708	366,957	184,919	190,467	196,181
6802	Info Tech Service Charges	15,231	13,418	13,418	21,759	22,484
6804	General Govt Service Charge	91,712	94,922	94,922	97,997	102,231
6901	Printing and Binding	-	50	50	52	52
6906	Office Equip & Furn Rent	-	750	750	773	796
	TOTAL SERVICES	4,059,506	2,424,597	2,442,559	2,316,850	2,386,568
	SUPPLIES					
7002	Office Supplies	-	370	500	381	393
7101	Office Equipment & Furniture	-	1,835	1,835	1,890	1,947
	TOTAL SUPPLIES	-	2,205	2,335	2,271	2,339
	DIVISION TOTAL	**4,303,607**	**2,746,843**	**2,767,884**	**2,626,674**	**2,713,239**

Safety Division

Program Description:

Employee safety is an organizational responsibility first and foremost, as well as a personal responsibility. The Safety Division of the Human Resources Department is responsible for providing the tools and information necessary for each City division to function at its optimal safety level. To this end, we facilitate the required training our employees must maintain to continue working in compliance with OSHA and other regulatory agencies.

Program Objectives:

- Provide a safe work environment for City employees
- Inspect job locations to ensure safe working environments and practices
- Decrease the number of on-the-job injuries
- Comply with OSHA mandates for training and reporting
- Review and update the City's Injury and Illness Prevention Program
- Review and update the City's Workplace Violence Prevention Program
- Instill the advantages of safe work behavior in every employee, every day
- Furnish information and resources to departments to develop programs that will help enable them to realize a reduction in the number of preventable injuries
- Coordinate and oversee the City's Safety Committee, develop, and implement goals and objectives

DEPARTMENT/DIVISION

SAFETY PROGRAM

FUND

WORKERS' COMPENSATION

ORGKEY

606142

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	114,652	160,009	160,009	160,135	172,910
5202	Holiday Pay	318	-	260	-	-
5203	Bonus	-	474	474	474	474
5204	Accrual Payout	11,355	-	5,107	1,263	1,263
5301	Banked Leave Buy Back	359	6,053	6,053	453	453
5401	Pension Contributions	32,067	46,694	46,694	43,138	44,277
5501	Social Security/Medicare	9,151	11,710	11,710	11,607	11,902
5601	Deferred Compensation	7,392	5,948	5,948	4,155	4,208
5701	Health/Dental Insurance	27,322	21,349	21,349	22,098	22,141
5703	Disability Insurance	55	63	63	80	84
5704	Unemployment Insurance	104	564	564	564	564
5705	Life Insurance	51	82	82	82	82
5801	Vehicle Allowance	600	600	600	600	600
5802	Eyecare Reimbursement	-	390	390	360	360
5803	Clothing Allowance	30	30	30	30	30
5903	Other Taxable Benefits	240	300	300	315	315
	TOTAL SALARIES AND BENEFITS	203,695	254,266	259,633	245,353	259,663
	SERVICES					
6105	Medical/Physicals	1,062	2,500	2,000	2,575	2,652
6401	Meeting & Prof Development	-	1,500	1,500	1,545	1,591
6402	Travel Expense/Reimbursement	-	2,000	2,000	2,060	2,122
6403	Training	1,620	6,120	6,120	6,304	6,493
6703	Software Support/Development	-	4,500	4,500	4,635	4,774
6710	Special Contractual Services	-	1,000	1,000	1,000	1,061
6901	Printing and Binding	-	100	-	103	106
6909	Subscriptions & Memberships	331	360	360	371	382
	TOTAL SERVICES	3,013	18,080	17,480	18,592	19,181
	SUPPLIES					
7001	Books & Supplies	-	1,225	1,000	1,262	1,300
7002	Office Supplies	-	600	600	618	637
7004	Uniform/Safety Clothing	-	480	480	494	509
7102	Small Tools & Equipment	-	1,225	1,225	1,262	1,300
7806	Promotional Supplies	3,986	20,000	15,000	20,000	20,000
7810	Special Departmental Supplies	92	610	610	40,628	647
	TOTAL SUPPLIES	4,078	24,140	18,915	64,264	24,392
	DIVISION TOTAL	**210,787**	**296,486**	**296,028**	**328,209**	**303,236**

Training Division

Program Description:

The Human Resources Department is responsible for coordination and oversight of citywide employee training. Focus is directed toward employee development that will apply throughout all levels of the organization to meet necessary skills and provide a network of mentoring and leadership training.

Program Objective:

- Provide a comprehensive menu of training programs to educate employees and ensure the fluid transition for the future, including:
  - Supervisory Training
  - Employee Training
  - Employee Orientation
  - Leadership Development
- Continue to enhance and utilize technology-based management of training programs and training records
- Development of a succession-style training program to develop talent in-house
- Creating feeder positions and career paths to increase tenure and engagement
- Continue compliance with State and Federal training mandates
- Provide educational programs to encourage individual professional development and growth

DEPARTMENT/DIVISION

TRAINING PROGRAM

FUND

WORKERS' COMPENSATION

ORGKEY

606143

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	205,336	260,724	260,724	268,260	291,947
5202	Holiday Pay	1,610	-	503	-	-
5203	Bonus	-	474	474	474	474
5204	Accrual Payout	12,563	-	3,324	2,365	2,365
5301	Banked Leave Buy Back	905	10,075	10,075	2,488	2,488
5401	Pension Contributions	58,301	77,308	77,308	73,070	75,033
5501	Social Security/Medicare	16,398	19,916	19,916	20,042	20,550
5601	Deferred Compensation	8,707	7,699	7,699	5,881	5,955
5701	Health/Dental Insurance	36,886	35,468	35,468	27,407	27,460
5703	Disability Insurance	55	63	63	80	84
5704	Unemployment Insurance	234	1,042	1,042	1,042	1,042
5705	Life Insurance	113	151	151	151	151
5801	Vehicle Allowance	600	600	600	600	600
5802	Eyecare Reimbursement	-	720	720	690	690
5803	Clothing Allowance	30	30	30	30	30
5903	Other Taxable Benefits	345	465	465	480	480
5904	Tuition Reimbursement	90,253	-	73,110	82,200	80,050
	TOTAL SALARIES AND BENEFITS	432,337	414,735	491,672	485,258	509,398
	SERVICES					
6401	Meeting & Prof Development	500	2,950	3,243	3,039	3,130
6402	Travel Expense/Reimbursement	442	4,400	3,000	4,532	4,668
6403	Training	16,743	43,500	40,000	44,805	46,149
6703	Software Support/Development	78,532	47,270	47,270	48,688	50,149
6710	Special Contractual Services	6,450	6,120	6,120	6,304	6,493
6901	Printing and Binding	-	500	500	515	530
	TOTAL SERVICES	102,667	104,740	100,133	107,882	111,119
	SUPPLIES					
7001	Books & Supplies	-	1,000	1,000	1,030	1,061
7002	Office Supplies	-	500	500	515	530
7101	Office Equipment & Furniture	2,977	5,000	5,000	5,150	5,305
7211	Computer Components	88	1,500	1,500	1,545	1,591
	TOTAL SUPPLIES	3,064	8,000	8,000	8,240	8,487
	DIVISION TOTAL	**538,068**	**527,475**	**599,805**	**601,380**	**629,004**

DEPARTMENT SUMMARY

FUND

WORKERS' COMPENSATION

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
WORKERS\' COMPENSATION	4,303,607	2,746,843	2,767,884	2,626,674	2,713,239
SAFETY PROGRAM	210,787	296,486	296,028	328,209	303,236
TRAINING PROGRAM	538,068	527,475	599,805	601,380	629,004
DEPARTMENT TOTAL	**5,052,463**	**3,570,804**	**3,663,716**	**3,556,264**	**3,645,478**

Management Services / Finance Department

Mission Statement:

The mission of the Management Services / Finance Department is to provide effective and timely support services involving a wide range of internal administrative functions to City departments and to play an integral role in enhancing each department's ability to better serve the Redlands community. Towards these efforts, the department focuses on effective management of City finances, sound internal controls, and meaningful financial reporting. The department is also responsible for supporting automation and process efficiencies through technology and works proactively to develop, research, and recommend the best technical solutions to facilitate positive interaction with our City departments, residents, businesses, and visitors.

Departmental Description:

The Management Services / Finance Department is comprised of the following divisions:

- Finance Administration
- Purchasing
- Revenue, Office of the Treasurer
- Utility Billing Customer Service
- Innovation & Technology / GIS

The department is focused on providing exceptional customer service to both its internal customers, as well as the community and public at large. The department reports the financial state of the City and ensures the needs of each division are met to better serve the community at all times.

The Management Services Department was created by merging the former departments of Finance and Innovation & Technology to provide added efficiencies, a transition to a new financial information system, and promote responsiveness in the provision of internal services for City departments.

The department is responsible for providing the following major services to the City and its constituents:

- Annual Budget and Financial Reporting
- City’s procurement function
- Support of Treasury Management and Investment through the City Treasurer
- Business License Registrations and Annual Renewals
- Processing Accounts Payable, Accounts Receivable, and Payroll Administration
- Utility Billing and Customer Service for Water, Wastewater, and Solid Waste customers
- Management of the City’s IT Network Infrastructure and Equipment
- Administration of the City’s Geographic Information Systems database and applications

Finance

Program Description:

This division performs the functions of administration, accounting, budgeting, payroll, accounts payable, and accounts receivable. Other responsibilities of the division include administration of all City-related debts/bonds, preparation of regular financial analysis, responsibility for the annual budget process and spending oversight, the performance of periodic internal audits of City operations, as well as coordination of the City's annual audit and preparation of all related reports as required by law.

Program Objectives:

- Prepare an Annual Comprehensive Financial Report (ACFR) that presents an accurate financial picture of the City to the public, financial institutions, and bond rating agencies.
- Plan and coordinate the Mid-Biennium budget process to incorporate all changes to the Biennial Budget.
- Reconcile budgetary items such as carryovers and encumbrances, grant revenue and grant carryovers
- Prepare and submit required reports to State and Federal Agencies.
- Prepare and distribute monthly financial information to all departments by the 20th of each month.
- Prepare and distribute a monthly General Fund Revenue and Expenditure Summary report to the City Council per the City Council's Strategic Plan.
- Issue required financial reports (Single Audit, CalPERS & IRS audits, Annual AB 1600 Report, AB 2766 Report, the State Controller's City Financial Transactions report, and the State Controller's Local Government Compensation report)
- Implement and ensure continued compliance with new/existing Governmental Accounting Standards Board (GASB) pronouncements. There are 101 GASB accounting standards to date.
- Plan and coordinate the annual audits of the City, Successor Agency to the Former Redevelopment Agency, Gas Tax, and Measure I funds, as well as other grant-related audits as required by federal law.

Accomplishments for Fiscal Year 2024-25:

- Completed continuous enhancements to our new enterprise resource planning system, Tyler Munis, alongside technical support from the Division of Innovation & Technology.
- Supported meetings of the Measure T Oversight Board and produced the Annual Measure T Report for Oversight Board approval for fiscal year 2024.
- Completed the City's Annual Financial Report for the Year Ended June 30, 2025, and submitted the completed document to the GFOA for the Award of Excellence in Financial Reporting, an award that we have received for the last twenty years.
- Completed all financial reports as required by law, including the AB 1600 Report on Development Impact Fees, the Recognized Obligation Payment Schedules as required for the Successor Agency, the State Controller's City Financial Transactions report, and the State Controller's Local Government Compensation report.
- Worked with all city departments to complete the biennial city inventory audit for vehicles and equipment.

- Completed the implementation of Governmental Accounting Standards Board Statement Number 87 (GASB 87 – Accounting for Leases) and 96 (GASB 96 -Accounting for subscription-based information technology arrangements)
- Completed the special annual reporting for AQMD 2766 and paramedic assessment.
- Provided grant monitoring for 58 citywide grants.

Accomplishments for Fiscal Year 2025-26:

- Supported meetings of the Measure T Oversight Board and produced the Annual Measure T Report for Oversight Board approval for fiscal year 2025.
- Monitored and reported on the City's budget throughout the year and worked with the City Manager, Executive Team, and support staff to develop a two-year budget for the fiscal year 2027 and fiscal year 2028.
- Completed all financial reports as required by law, including the AB 1600 Report on Development Impact Fees, the Recognized Obligation Payment Schedules as required for the Successor Agency, the State Controller's City Financial Transactions report, and the State Controller's Local Government Compensation report.
- Provided training to each department on processing budget transfers, reviewing year-to-date-report, and purchase order report.
- Completed the special annual reporting for AQMD 2766 and paramedic assessment.
- Continued to support the MOU negotiations with the City's various bargaining units
- Completed the City's Mid-Biennium Budget update as a part of the biennial budget process.
- Implemented ClearGov budget software Citywide.
- Continued the planning and implementation of Time and Attendance and Contract Management modules in Tyler Munis.

DEPARTMENT/DIVISION

FINANCE

FUND

GENERAL FUND

ORGKEY

101501

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	763,856	843,992	843,992	897,474	970,179
5002	Salaries: Part-Time	-	-	4,000	16,830	16,830
5005	Vacancies	-	-	-	(32,423)	(32,849)
5101	Overtime Salaries	7,765	15,300	15,300	15,759	16,232
5202	Holiday Pay	9,749	-	2,581	-	-
5203	Bonus	1,308	1,185	4,500	1,185	1,185
5204	Accrual Payout	20,382	-	8,713	16,738	16,738
5301	Banked Leave Buy Back	13,484	31,471	31,471	9,305	9,305
5401	Pension Contributions	220,709	244,292	244,292	242,026	246,189
5501	Social Security/Medicare	61,039	63,299	63,299	68,223	69,270
5601	Deferred Compensation	13,671	13,505	14,224	13,505	13,505
5701	Health/Dental Insurance	124,515	150,975	150,975	109,200	109,645
5702	Workers' Comp Insurance	32,712	33,851	33,851	41,320	42,411
5703	Disability Insurance	2,558	2,661	2,661	3,669	3,748
5704	Unemployment Insurance	690	4,145	4,145	4,579	4,579
5705	Life Insurance	592	602	602	603	603
5801	Vehicle Allowance	1,500	1,500	1,500	1,500	1,500
5802	Eyecare Reimbursement	2,546	2,863	2,863	2,790	2,790
5803	Clothing Allowance	1,200	1,200	1,200	1,200	1,200
5903	Other Taxable Benefits	2,693	2,933	2,933	4,733	4,733
	TOTAL SALARIES AND BENEFITS	1,280,967	1,413,774	1,433,102	1,418,215	1,497,792
	SERVICES					
6004	Bank/Collection Agent Fees	50,503	60,500	60,500	62,315	64,184
6005	License & Permits	150	300	300	309	318
6007	Penalties and Interest	5,181	1,500	1,500	1,545	1,591
6102	Legal Services	-	1,000	1,000	1,030	1,061
6104	Auditing and Accounting	68,348	106,352	112,380	85,244	87,800
6106	Other Professional Services	134,297	613,951	726,001	292,865	302,101
6304	Telephone	1,256	1,000	1,000	1,030	1,061
6401	Meeting & Prof Development	325	16,250	16,250	16,725	17,194
6402	Travel Expense/Reimbursement	122	3,000	3,000	3,090	3,183
6403	Training	1,125	5,000	5,000	5,150	5,305
6601	Postage	5,888	10,000	10,000	10,300	10,609
6703	Software Support/Development	-	3,500	20,750	11,100	13,700
6710	Special Contractual Services	8,166	2,900	2,900	2,987	3,075
6802	Info Tech Service Charges	106,618	93,926	93,926	152,312	157,389
6901	Printing and Binding	4,957	7,000	7,000	7,210	7,426
6902	Advertising	1,543	1,650	1,650	1,700	1,750
6906	Office Equip & Furn Rent	1,659	5,500	5,500	5,665	5,835
6909	Subscriptions & Memberships	1,555	4,100	4,100	4,223	4,350
6910	Labor	1,543	-	-	-	-
	TOTAL SERVICES	393,235	937,429	1,072,757	664,800	687,933
	SUPPLIES					
7002	Office Supplies	8,291	34,000	34,000	26,780	27,583
7003	Awards/Recognition Prgm	-	700	700	721	743
7004	Uniform/Safety Clothing	-	110	110	113	117

DEPARTMENT/DIVISION

FINANCE

FUND | **ORGKEY**

GENERAL FUND | 101501

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7101	Office Equipment & Furniture	7,346	-	-	-	-
7203	Office Equipment Maintenance	308	1,000	1,000	1,030	1,061
7211	Computer Components	-	1,000	1,000	1,030	1,061
7807	Food	530	300	300	309	318
7810	Special Departmental Supplies	-	1,800	1,800	1,854	1,910
	TOTAL SUPPLIES	16,475	38,910	38,910	31,837	32,792
	FIXED ASSETS					
8703	Computer Equipment	-	150,000	-	-	-
8999	Capital Expenditure Offset	95,400	-	-	-	-
	TOTAL FIXED ASSETS	95,400	150,000	-	-	-
	DIVISION TOTAL	**1,786,077**	**2,540,113**	**2,544,769**	**2,114,852**	**2,218,517**

Revenue

Program Description:

The Revenue Division is responsible for the collection, safeguarding, and management of all City revenues in accordance with applicable laws, regulations, and City policies. This includes the receipt and deposit of all City funds into authorized financial institutions; to maintain and balance records of receipts and disbursements; to responsibly invest city funds through secure, approved methods. The Division prepares and submits quarterly investment reports in compliance with the City's adopted Investment Policy and monitors all depository accounts, including the collateralization of public funds by financial institutions. Oversight of the Division's investment activities is provided by the elected City Treasurer.

In addition, the Revenue Division administers the issuance of various licenses and permits, including business licenses, dog licenses, transient occupancy tax (TOT) certificates, yard sale permits, and preferential parking permits. The Division provides front counter and customer service support to the public, processes payments for utility services, invoices, fees, and permits across all City departments, and ensures the accurate receipt and accounting of all related revenues.

Program Objectives:

- Enhance operational efficiency through ongoing staff training, implementation of modern technologies, and regular review and improvement of internal procedures.
- Manage and maintain the City's investment portfolio in compliance with all applicable Federal and State laws and the City's adopted Investment Policy, including the preparation of timely and accurate investment reports.
- Ensure sufficient liquidity within the investment portfolio to meet the City's cash flow needs, including maintaining funds adequate to support at least six months of budgeted expenditures.
- Review and update internal procedures to ensure compliance with changes to the Redlands Municipal Code, particularly as they relate to licensing, permitting, and revenue collection.
- Maintain and strengthen internal controls to safeguard the City's cash, investments, and financial transactions in accordance with established governmental accounting standards.
- Implement the City's Preferential Parking Zone program in accordance with applicable ordinances and policies.
- Oversee the Business License Program in coordination with HdL Companies, ensuring compliance, accuracy, and efficient service delivery.
- Administer the City's Dog Licensing Program in coordination with the Police Department's Animal Services Division.
- Coordinate the payment for permits with various City departments to ensure all requirements are met before accepting payment.
- Manage and monitor all electronic financial transactions, including ACH, wire transfers, and other online banking activities, ensuring accuracy, security, and proper authorization.
- Provide administrative and operational support to the City Treasurer, including assistance with investment activities and reporting requirements.
- Expand and improve accessible, secure, and convenient payment options for residents and customers, including online and electronic payment systems.

Accomplishments for Fiscal Year 2024-25:

- Received the California Municipal Treasurers Association Investment Policy Certification.
- Amended Redlands Municipal Code section pertaining to business license issuance to improve administrative processes and align reporting deadlines.
- Enhanced procedures for monitoring and projecting cash flow and conducting revenue analysis.
- Continued implementation of the business license program through HdL Business License staff, including the addition of an Amnesty and Compliance Program.
- Improved internal business license application processes through an automated workflow system in coordination with HdL.
- Implemented citywide fee increases in accordance with the approved fee schedule.
- Established new investment accounts as directed by the City Treasurer and in accordance with the City's Investment Policy.
- Prepared and delivered the City Treasurer's Quarterly Investment Reports, ensuring transparency and compliance with reporting requirements.
- Updated City investment policies and procedures in coordination with the City Treasurer.
- Coordinated with City departments to enroll delinquent administrative citations and municipal service accounts onto the County's special assessment tax rolls as liens.
- Enhanced the City's Cash Handling Policy to strengthen security measures and align with best practices.

Accomplishments for Fiscal Year 2025-26:

- Increased business license revenue and improved compliance through enhanced enforcement and streamlined processes.
- Completed ordinance update transitioning business license renewals to a calendar-year cycle, improving administrative efficiency and revenue predictability.
- Expanded customer payment options and strengthened PCI compliance, improving security and convenience for taxpayers.
- Successfully implemented a cashiering and utility billing system upgrade, enhancing operational efficiency and reporting capabilities.
- Enhanced procedures for monitoring and projecting cash flow and revenue analysis.
- Prepared and delivered the City Treasurer's Quarterly Investment Reports, ensuring transparency and compliance with reporting requirements.
- Established new investment accounts as directed by the City Treasurer and in accordance with the City's Investment Policy.
- Updated investment policies and procedures in coordination with the City Treasurer to reflect best practices and regulatory standards.
- Collaborated with City departments to place delinquent administrative citations and municipal service accounts on the County tax roll, improving collection rates through lien enforcement.

DEPARTMENT/DIVISION

REVENUE

FUND | **ORGKEY**

GENERAL FUND | 101502

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	372,274	422,147	422,147	439,248	474,910
5005	Vacancies	-	-	-	(16,198)	(16,451)
5006	Elected Official Compensation	17,550	16,800	16,800	16,800	16,800
5101	Overtime Salaries	1,286	1,750	1,750	1,950	2,500
5202	Holiday Pay	7,643	-	1,666	-	-
5203	Bonus	262	237	300	237	237
5204	Accrual Payout	3,236	-	3,029	4,857	4,857
5301	Banked Leave Buy Back	5,425	14,800	14,800	7,176	7,176
5401	Pension Contributions	111,086	121,465	121,465	118,396	120,239
5501	Social Security/Medicare	30,946	33,000	33,000	34,329	34,793
5601	Deferred Compensation	7,760	6,591	8,391	6,591	6,591
5701	Health/Dental Insurance	65,248	68,285	68,285	69,022	69,189
5702	Workers' Comp Insurance	18,717	19,368	19,368	18,744	19,239
5703	Disability Insurance	1,551	1,578	1,578	2,071	2,072
5704	Unemployment Insurance	365	2,435	2,435	2,435	2,435
5705	Life Insurance	283	290	290	354	354
5801	Vehicle Allowance	300	300	300	300	300
5802	Eyecare Reimbursement	600	1,383	1,383	1,368	1,368
5803	Clothing Allowance	900	600	600	600	600
5903	Other Taxable Benefits	904	992	992	1,292	1,292
5904	Tuition Reimbursement	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	646,336	712,021	718,579	709,572	748,501
	SERVICES					
6004	Bank/Collection Agent Fees	-	-	36	-	-
6007	Penalties and Interest	35	-	-	-	-
6106	Other Professional Services	227,704	352,148	501,581	367,076	380,708
6304	Telephone	1,553	2,000	2,000	2,060	2,122
6401	Meeting & Prof Development	-	600	600	618	637
6402	Travel Expense/Reimbursement	45	4,200	4,200	4,326	4,456
6403	Training	3,283	4,500	4,500	4,635	4,774
6601	Postage	4,433	6,500	6,500	6,695	6,896
6703	Software Support/Development	4,985	11,150	12,150	13,400	10,600
6710	Special Contractual Services	9,310	9,260	9,260	9,537	9,823
6802	Info Tech Service Charges	30,462	26,836	26,836	43,518	44,968
6803	City Garage Charges	-	500	-	-	-
6901	Printing and Binding	272	3,200	3,200	3,296	3,395
6902	Advertising	-	350	350	361	371
6906	Office Equip & Furn Rent	1,659	3,600	2,600	3,708	3,819
6909	Subscriptions & Memberships	300	610	610	628	647
6911	Bad Debt Expense	-	500	500	500	500
	TOTAL SERVICES	284,042	425,954	574,923	460,358	473,717
	SUPPLIES					
7002	Office Supplies	5,181	14,604	9,104	9,377	9,658
7101	Office Equipment & Furniture	207	5,000	5,000	5,150	5,305
7211	Computer Components	3,251	3,500	3,500	3,605	3,713
7807	Food	197	-	80	300	309

DEPARTMENT/DIVISION

REVENUE

FUND	**ORGKEY**
GENERAL FUND	101502

OBJECT		**FY 2025 ACTUAL (AUDITED)**	**FY 2026 ADJUSTED BUDGET**	**FY 2026 12 MONTH ESTIMATED**	**FY 2027 CITY MANAGER RECOMMENDED**	**FY 2028 CITY MANAGER RECOMMENDED**
	SUPPLIES					
7810	Special Departmental Supplies	1,442	2,200	2,200	2,266	2,335
7901	Non-Capital Expenditures	-	5,500	5,500	5,665	5,835
	TOTAL SUPPLIES	10,278	30,804	25,384	26,363	27,154
	DIVISION TOTAL	**940,656**	**1,168,778**	**1,318,885**	**1,196,292**	**1,249,372**

Purchasing

Program Description:

The Purchasing Division provides strategic leadership and oversight of the City's procurement operations in accordance with Chapter 2.16 of the Municipal Code and all applicable policies and regulations. The division plans, directs, and manages citywide purchasing, warehouse operations, inventory control, and the disposition of surplus, obsolete, and scrap materials to ensure the delivery of cost-effective, high-quality goods and services for all departments.

The division serves as a key partner to City departments, leadership, and external agencies by providing expert guidance on procurement strategies, contract administration, regulatory compliance, and fiscal responsibility. Through the implementation of innovative procurement practices, technology solutions, and continuous process improvements, the division enhances operational efficiency, transparency, and accountability across the organization.

Program Objectives:

- Provide leadership and oversight of all procurement, warehouse, and inventory control operations to ensure efficient and compliant service delivery
- Develop, implement, and continuously improve purchasing policies, procedures, and strategic initiatives
- Plan, coordinate, and evaluate procurement activities, including formal bids, RFPs, and contract administration
- Ensure compliance with all applicable laws, regulations, and professional standards while promoting ethical procurement practices
- Strengthen citywide procurement through training, guidance, and collaboration with departments and stakeholders
- Leverage technology systems such as PlanetBids (eProcurement) and Tyler Munis (ERP) to improve efficiency, reporting, and financial controls
- Oversee the surplus property program to maximize value recovery and ensure proper disposal in accordance with regulations
- Monitor procurement performance metrics to support informed decision-making and cost savings
- Foster vendor relationships and ensure fair, open, and competitive procurement processes
- Identify and implement process improvements that increase productivity, reduce waste, and enhance service levels

Accomplishments for Fiscal Year 2025–26:

- Continued advancement of the City's automated inventory and warehouse management systems
- Expanded implementation and optimization of the eProcurement system to improve vendor engagement and bid transparency
- Ongoing leadership in the development and implementation of the Tyler Munis ERP system
- Recipient of the 2025 Achievement of Excellence in Procurement (AEP) Award from the National Purchasing Institute (NPI), recognizing innovation, professionalism, productivity, and leadership in procurement

- Delivered comprehensive citywide and department-specific purchasing training programs to strengthen compliance and operational knowledge
- Successfully managed surplus asset disposal and sales across all City departments, ensuring regulatory compliance and maximizing return value
- Processed and reviewed purchase requisitions to ensure alignment with risk management, budgetary controls, and procurement regulations
- Enhanced procurement processes through policy updates, workflow improvements, and increased use of technology to drive efficiency and cost savings

DEPARTMENT/DIVISION

PURCHASING

FUND

GENERAL FUND

ORGKEY

101503

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	189,230	199,101	199,101	213,929	230,191
5005	Vacancies	-	-	-	(8,015)	(8,119)
5202	Holiday Pay	808	-	954	-	-
5204	Accrual Payout	1,286	-	1,312	1,489	1,489
5301	Banked Leave Buy Back	3,397	4,460	5,101	3,716	3,716
5401	Pension Contributions	54,997	56,657	56,657	56,979	57,052
5501	Social Security/Medicare	14,281	14,969	14,969	15,813	15,815
5601	Deferred Compensation	16,217	10,465	15,464	10,544	10,544
5701	Health/Dental Insurance	46,517	46,802	46,802	46,873	46,997
5702	Workers' Comp Insurance	5,477	5,668	5,668	5,699	5,850
5703	Disability Insurance	519	601	601	841	841
5704	Unemployment Insurance	130	868	868	868	868
5705	Life Insurance	127	126	126	126	126
5802	Eyecare Reimbursement	900	600	600	600	600
5803	Clothing Allowance	300	300	300	300	300
5903	Other Taxable Benefits	165	150	150	300	300
	TOTAL SALARIES AND BENEFITS	334,353	340,767	348,674	350,061	366,570
	SERVICES					
6106	Other Professional Services	-	5,000	2,000	5,000	5,000
6304	Telephone	994	662	662	662	662
6401	Meeting & Prof Development	-	882	900	900	950
6402	Travel Expense/Reimbursement	-	2,400	3,800	2,500	2,700
6403	Training	-	662	662	700	720
6601	Postage	-	450	450	450	450
6703	Software Support/Development	-	330	330	330	330
6710	Special Contractual Services	-	330	330	330	330
6802	Info Tech Service Charges	15,231	13,418	13,418	21,759	22,484
6901	Printing and Binding	-	4,300	4,300	4,300	4,300
6906	Office Equip & Furn Rent	1,659	2,693	2,693	2,693	2,693
6909	Subscriptions & Memberships	415	992	992	992	992
	TOTAL SERVICES	18,299	32,119	30,537	40,616	41,611
	SUPPLIES					
7002	Office Supplies	3,789	2,000	2,000	2,000	2,000
7003	Awards/Recognition Prgm	495	880	880	880	880
7004	Uniform/Safety Clothing	251	165	165	165	165
7101	Office Equipment & Furniture	-	5,292	5,292	5,292	5,292
7102	Small Tools & Equipment	24	220	220	220	220
7203	Office Equipment Maintenance	-	330	330	330	330
7208	Repair/Maintenance Supplies	-	115	115	115	115
7209	Janitorial Supplies	-	115	115	115	115
7211	Computer Components	-	2,257	2,257	2,257	2,257
7802	Purchased Water	-	135	135	135	135
7806	Promotional Supplies	-	115	115	115	115
7807	Food	71	220	220	220	220
7810	Special Departmental Supplies	-	2,600	2,600	2,600	2,600

DEPARTMENT/DIVISION

PURCHASING

FUND	**ORGKEY**
GENERAL FUND	101503

OBJECT		**FY 2025 ACTUAL (AUDITED)**	**FY 2026 ADJUSTED BUDGET**	**FY 2026 12 MONTH ESTIMATED**	**FY 2027 CITY MANAGER RECOMMENDED**	**FY 2028 CITY MANAGER RECOMMENDED**
	SUPPLIES					
7901	Non-Capital Expenditures	-	992	992	992	992
	TOTAL SUPPLIES	4,630	15,436	15,436	15,436	15,436
	DIVISION TOTAL	**357,282**	**388,322**	**394,647**	**406,113**	**423,617**

DEPARTMENT SUMMARY

FUND

GENERAL FUND

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
FINANCE	1,786,077	2,540,113	2,544,769	2,114,852	2,218,517
REVENUE	940,656	1,168,778	1,318,885	1,196,292	1,249,372
PURCHASING	357,282	388,322	394,647	406,113	423,617
DEPARTMENT TOTAL	**3,084,015**	**4,097,213**	**4,258,301**	**3,717,257**	**3,891,506**

DEPARTMENT/DIVISION

AIR QUALITY IMPROVEMENT

FUND

AIR QUALITY IMPROVEMENT

ORGKEY

221400

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	68	651	651	664	677
5401	Pension Contributions	21	191	191	195	198
5501	Social Security/Medicare	5	50	50	51	52
5701	Health/Dental Insurance	8	74	74	76	77
5705	Life Insurance	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	102	966	966	985	1,005
	SERVICES					
6106	Other Professional Services	-	121,642	-	-	-
	TOTAL SERVICES	-	121,642	-	-	-
	FIXED ASSETS					
8501	Other Betterments/Improv	-	160,000	-	-	-
8706	All Other Equipment	-	50,000	50,000	-	-
	TOTAL FIXED ASSETS	-	210,000	50,000	-	-
	DIVISION TOTAL	**102**	**332,608**	**50,966**	**985**	**1,005**

DEPARTMENT SUMMARY

FUND

AIR QUALITY IMPROVEMENT

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
AIR QUALITY IMPROVEMENT	102	332,608	50,966	985	1,005
DEPARTMENT TOTAL	**102**	**332,608**	**50,966**	**985**	**1,005**

DEPARTMENT/DIVISION

OPEN SPACE

FUND

OPEN SPACE

ORGKEY

227501

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6804	General Govt Service Charge	2,916	1,600	1,600	4,076	5,042
	TOTAL SERVICES	2,916	1,600	1,600	4,076	5,042
	DIVISION TOTAL	**2,916**	**1,600**	**1,600**	**4,076**	**5,042**

DEPARTMENT SUMMARY

FUND

OPEN SPACE

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
OPEN SPACE	2,916	1,600	1,600	4,076	5,042
DEPARTMENT TOTAL	**2,916**	**1,600**	**1,600**	**4,076**	**5,042**

DEPARTMENT/DIVISION

PARKING AUTHORITY

FUND | **ORGKEY**

PARKING AUTHORITY | 237502

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6307	Electricity & Gas	20,190	20,000	20,000	20,600	21,218
6804	General Govt Service Charge	3,596	3,722	3,722	3,843	4,009
	TOTAL SERVICES	23,786	23,722	23,722	24,443	25,227
	DIVISION TOTAL	**23,786**	**23,722**	**23,722**	**24,443**	**25,227**

DEPARTMENT SUMMARY

FUND

PARKING AUTHORITY

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
PARKING AUTHORITY	23,786	23,722	23,722	24,443	25,227
DEPARTMENT TOTAL	**23,786**	**23,722**	**23,722**	**24,443**	**25,227**

DEPARTMENT/DIVISION

GENERAL DEBT SERVICE

FUND

GENERAL DEBT SERVICE

ORGKEY

305501

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6001	Fiscal Agent Fees	3,188	3,165	3,500	3,570	3,641
6804	General Govt Service Charge	2,015	2,086	2,086	2,154	2,247
	TOTAL SERVICES	5,203	5,251	5,586	5,724	5,888
	DEBT SERVICE					
9001	Principal	200,000	215,000	215,000	230,000	250,000
9101	Interest	207,455	207,455	207,455	207,455	207,455
	TOTAL DEBT SERVICE	407,455	422,455	422,455	437,455	457,455
	DIVISION TOTAL	**412,658**	**427,706**	**428,041**	**443,179**	**463,343**

DEPARTMENT SUMMARY

FUND

GENERAL DEBT SERVICE

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
GENERAL DEBT SERVICE	412,658	427,706	428,041	443,179	463,343
DEPARTMENT TOTAL	**412,658**	**427,706**	**428,041**	**443,179**	**463,343**

DEPARTMENT/DIVISION

SAFETY/CITY HALL REPLACEMENT FUND

FUND

SAFETY/CITY HALL REPLACEMENT

ORGKEY

406501

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6710	Special Contractual Services	350,204	4,384,683	5,893,835	-	-
	TOTAL SERVICES	350,204	4,384,683	5,893,835	-	-
	SUPPLIES					
7901	Non-Capital Expenditures	1,081,243	-	325,000	-	-
	TOTAL SUPPLIES	1,081,243	-	325,000	-	-
	FIXED ASSETS					
8301	Construction In Progress	1,479,107	-	-	-	-
8501	Other Betterments/Improv	-	3,419,672	3,419,672	-	-
8503	Building Const/Improv	-	16,145,666	19,639,666	-	-
	TOTAL FIXED ASSETS	1,479,107	19,565,338	23,059,338	-	-
	DIVISION TOTAL	**2,910,554**	**23,950,021**	**29,278,173**	**-**	**-**

DEPARTMENT SUMMARY

FUND

SAFETY/CITY HALL REPLACEMENT

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
SAFETY/CITY HALL REPLACEMENT FUND	2,910,554	23,950,021	29,278,173	-	-
DEPARTMENT TOTAL	**2,910,554**	**23,950,021**	**29,278,173**	**-**	**-**

Division of Innovation & Technology

Program Description:

The mission of the Division of Innovation and Technology is to strategically align technology, data, and digital services to enhance the City's operational efficiency, service delivery, and long-term organizational resilience. The Division is committed to advancing secure, reliable, and scalable technology solutions that support the needs of residents, businesses, visitors, and City staff.

Core priorities include modernizing enterprise systems and infrastructure, automating and streamlining business processes, expanding online customer self-service capabilities, strengthening cybersecurity and data protection, and promoting data-driven decision-making through integrated and accessible information systems. The Division also supports public safety through advanced technology solutions, including real-time data integration, communications systems, and situational awareness tools.

Division Goals for Fiscal Years 2027 and 2028:

- Advance key software lifecycle initiatives, including:
  - Cityworks Permitting and Land Management System Upgrade
  - Tyler Enterprise Resource Planning (ERP) including new modules to streamline procurement and daily operational processes
- Continue long-range network infrastructure planning for State Street City Hall and the new Police Department safety hall at 1625 West Redlands Boulevard
- Maintain productivity and system reliability through ongoing workstation and laptop refresh cycles
- Deploy an enhanced email security platform to strengthen protection against evolving phishing threats
- Expand the citywide video management system with additional cameras to improve public safety coverage
- Support the Police Department by implementing a modern body worn camera platform with drone integration and real-time intelligence capabilities
- Transition of the City's primary domain from CityofRedlands.org to Redlands.gov to align with federal .gov standards
- Implement a Security Information and Event Management (SIEM) solution for centralized, real-time monitoring of security alerts

Accomplishments for Fiscal Years 2025 and 2026:

Information Technology

- Successfully migrated and upgraded the enQuesta Utility Billing and Customer Account Management System.
- Replaced the legacy Route Management and Roll-Off Scheduling System with the modern Hauler Hero platform.
- Imaged, configured, and deployed 40 Getac ruggedized mobile data computers for Police personnel
- Replaced the Police Department's camera system into a unified platform which can also be integrated with future building access control
- Upgraded more than 150 workstations as part of the ongoing hardware refresh lifecycle

- Provisioned upgraded network infrastructure equipment across city facilities to enhance resilience and performance
- Modernized the City's telephony environment by implementing a cloud-hosted RingCentral system, including all new phone hardware and a next-generation Customer Service contact center
- Deployed a 24/7 managed detection and response service to provide continuous monitoring and threat analysis across all workstations
- Launched a comprehensive annual cybersecurity training program featuring recurring simulated phishing assessments for all staff
- Procured and installed next-generation Internet firewalls to strengthen security visibility and protection citywide
- Upgraded all City facilities with higher speed Internet circuits, improving connectivity across municipal operations
- Implemented a 50GB dark fiber backbone between the City's data center and core network to significantly increase bandwidth and reliability
- Rolled out a new multifactor authentication solution for the Police Department to ensure CJIS-compliant access control
- Migrated the City's website to an updated backend platform aligned with upcoming DOJ WCAG accessibility requirements
- Conducted internal and external cybersecurity assessments with CISA and implemented ongoing improvements to enhance the City's security posture
- Deployed new hypervisor servers with new and expanded storage capacity to support growing virtualization needs.
- Provided new network infrastructure to support relocating the Homeless Solutions Division into modernized office space within the State Street City Hall building

Geographic Information Systems

- Completed a total of 358 tickets requesting GIS-support related tasks, reflecting a growth in impact and demand for GIS services across departments
- GIS Data and Application Management
    - Our production environment currently supports 727 core GIS layers, including parcels, address points, water and sewer infrastructure, streets and centerlines, zoning, building footprints, and streetlights
- Server Migration: This project was a critical initiative to modernize our aging infrastructure and enhance system performance, reliability, and scalability. As part of the migration, we successfully deployed three dedicated servers to support Portal for ArcGIS, Web Adaptor, and the ArcGIS Data Store, and established connectivity with the new SQL Server environment
- Geo-validation Project completion: Geo-validation Project concluded. This project started in 2022 and had as its objective the creation of a highly accurate GIS dataset for use in Next Generation 9-1-1 (NG9-1-1) or Public Safety Answering Point (PSAP) mapping systems.
- Training and Presentations: Throughout 2025, the team delivered a series of training sessions and presentations to support staff in effectively using OneStop (ArcGIS Pro version) and a range of web-based applications. These trainings covered key tools and workflows, including the Homeless Resource App, Building Footprint application, Redlands Bicycle Classic operations apps, Hydrants & Pressure Zones, Stormwater Inspections, Animal Shelter app, Code Enforcement, and Capital Improvement Projects (CIP).

- Utility Network Update: Initiated in 2023, this project focused on cleaning, validating, and updating the utility network to prepare it for migration to the new platform. By December 2025, significant progress had been made to ensure data quality and readiness. Completion of the migration required upgrades to both the enterprise geodatabase (SDE) and the server environment. The updated Utility Network is anticipated to be operational by June 2026, enabling enhanced asset management, advanced analysis capabilities, and improved system performance.
- Address Points Update Workflow: This workflow was developed to support City Planners in the assignment of new addresses through a structured and standardized process. The solution provides a tool for generating and validating address locations, ensuring consistency and accuracy. Additionally, it streamlines updates to the GIS address point layer, improving data quality and supporting critical operations such as planning, permitting, and public safety.

DEPARTMENT/DIVISION

DEPARTMENT OF INNOVATION AND TECHNOLOGY

FUND

INFORMATION TECHNOLOGY

ORGKEY

604900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	1,494,600	1,764,866	1,764,866	1,859,406	2,016,014
5002	Salaries: Part-Time	-	16,000	16,000	-	-
5101	Overtime Salaries	2,194	3,000	3,000	3,000	3,000
5202	Holiday Pay	21,802	-	19,429	-	-
5203	Bonus	2,877	2,607	3,300	2,607	2,607
5204	Accrual Payout	50,565	-	10,578	29,649	29,649
5301	Banked Leave Buy Back	4,113	39,718	39,718	4,296	4,296
5401	Pension Contributions	430,545	521,849	521,849	500,491	515,460
5402	GASB68 Pension Expense	415,601	-	-	-	-
5501	Social Security/Medicare	117,172	135,655	135,655	135,999	139,880
5601	Deferred Compensation	26,714	20,270	27,561	20,591	20,591
5701	Health/Dental Insurance	234,303	293,169	293,169	275,115	275,924
5702	Workers' Comp Insurance	49,286	51,000	51,000	55,467	56,932
5703	Disability Insurance	9,324	11,997	11,997	14,692	15,294
5704	Unemployment Insurance	1,159	8,159	8,159	7,725	7,725
5705	Life Insurance	1,031	1,121	1,121	1,124	1,124
5801	Vehicle Allowance	3,300	3,300	3,300	3,300	3,300
5802	Eyecare Reimbursement	2,286	5,340	5,340	5,175	5,175
5803	Clothing Allowance	3,600	3,900	3,900	2,700	2,700
5901	Compensated Absences Expense	18,251	-	-	-	-
5903	Other Taxable Benefits	531	720	720	2,670	2,670
	TOTAL SALARIES AND BENEFITS	2,889,253	2,882,671	2,920,662	2,924,006	3,102,341
	SERVICES					
6007	Penalties and Interest	401	-	-	-	-
6106	Other Professional Services	92,210	880,691	557,634	454,000	132,000
6304	Telephone	401,845	324,703	324,703	324,703	324,703
6401	Meeting & Prof Development	8,347	6,000	6,000	6,000	6,000
6402	Travel Expense/Reimbursement	4,584	-	4,500	4,500	4,500
6403	Training	5,126	9,000	812	21,150	21,150
6505	Retiree Health Insurance	59,742	90,000	90,000	90,000	90,000
6601	Postage	63	100	100	100	100
6703	Software Support/Development	1,287,402	1,721,777	1,572,859	2,126,481	2,378,225
6710	Special Contractual Services	282,816	529,630	439,466	589,047	510,233
6803	City Garage Charges	4,958	5,168	4,523	3,658	3,316
6804	General Govt Service Charge	319,768	330,960	330,960	341,683	356,444
6906	Office Equip & Furn Rent	44,320	16,000	15,000	25,000	16,000
6907	Comms Service & Rental	66,650	89,903	97,551	109,451	112,151
6909	Subscriptions & Memberships	1,370	3,500	3,500	3,500	3,500
6910	Labor	130	-	-	-	-
6914	Depreciation Expense	357,093	-	-	-	-
6917	SBITA Amortization	122,524	-	-	-	-
	TOTAL SERVICES	3,059,349	4,007,432	3,447,609	4,099,273	3,958,322
	SUPPLIES					
7002	Office Supplies	8,984	7,500	8,500	20,000	10,000

DEPARTMENT/DIVISION

DEPARTMENT OF INNOVATION AND TECHNOLOGY

FUND **ORGKEY**

INFORMATION TECHNOLOGY 604900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7101	Office Equipment & Furniture	23,027	3,000	1,500	20,000	6,000
7102	Small Tools & Equipment	297	-	-	-	-
7201	Hardware Maint/Replace	326,702	86,296	276,796	395,000	30,450
7202	PC Service/Replacement	168,788	177,500	174,384	235,000	200,000
7206	Vehicle Maintenance	300	-	-	-	-
7211	Computer Components	36,167	-	-	-	-
7807	Food	1,065	2,500	2,500	2,500	2,500
7810	Special Departmental Supplies	650	500	500	500	500
7901	Non-Capital Expenditures	147,284	1,051,430	953,000	100,000	100,000
	TOTAL SUPPLIES	713,264	1,328,727	1,417,180	773,000	349,450
	FIXED ASSETS					
8301	Construction In Progress	669,105	-	-	-	-
8703	Computer Equipment	530,472	900,000	70,344	20,000	-
8706	All Other Equipment	-	-	-	-	-
8801	Capital Lease	3,625	7,416	7,850	7,850	7,850
8999	Capital Expenditure Offset	(1,184,116)	-	-	-	-
	TOTAL FIXED ASSETS	19,086	907,416	78,194	27,850	7,850
	DEBT SERVICE					
9103	Interest - SBITA	1,667	-	-	-	-
	TOTAL DEBT SERVICE	1,667	-	-	-	-
	DIVISION TOTAL	**6,682,620**	**9,126,245**	**7,863,644**	**7,824,129**	**7,417,963**

DEPARTMENT SUMMARY

FUND

INFORMATION TECHNOLOGY

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
DEPARTMENT OF INNOVATION AND TECHNOLOGY	6,682,620	9,126,245	7,863,644	7,824,129	7,417,963
DEPARTMENT TOTAL	**6,682,620**	**9,126,245**	**7,863,644**	**7,824,129**	**7,417,963**

Customer Service

Program Description:

The Customer Service Division provides responsive and high-quality service to City residents and customers through both telephone and in-person interactions. The Division serves as a central point of contact for a wide range of City services, ensuring timely assistance, accurate information, and efficient resolution of customer inquiries.

In addition to its customer-facing responsibilities, the Division manages utility billing for more than 23,900 accounts, encompassing water, wastewater, solid waste, household hazardous waste, and street sweeping services. This equates to approximately 86,000 services billed on a bi-monthly basis. Utility bills are processed and distributed every two months as a cost-effective measure to reduce administrative and mailing expenses.

On an annual basis, the Division assists approximately 30,880 customers at the public counter and 58,480 customers via telephone. Services provided include payment processing for all City revenues, assistance with utility billing inquiries, service connection and disconnection requests, and support related to water usage, water quality, and conservation programs. Additional responsibilities include dog license renewals, coordination of solid waste and roll-off services, handling missed collection requests, and providing information on rebate and assistance programs. These activities resulted in the processing of 64,996 service orders in 2024, reflecting the Division's critical role in supporting daily operations and customer needs.

The Customer Service Division is budgeted as a single program within an Internal Service Fund and is supported by the Water, Wastewater, and Solid Waste operating funds.

Program Objectives:

- Provide high-quality, responsive customer service to all residents and customers of Redlands, assisting with water, wastewater, solid waste, and other City-related payment services.
- Ensure utility customers receive clear, accurate, consistent, and equitable billing for municipal services.
- Continuously evaluate and improve internal processes to streamline operations, increase efficiency, and minimize operating costs.
- Expand customer awareness and utilization of convenient payment options, including self-service and automated solutions such as payment kiosks, recurring payment programs, and multi-channel digital payment platforms, to improve accessibility and reduce in-person service demand.
- Promote and increase adoption of online account management tools, including Redconnect, to provide customers with secure 24/7 access to account information, billing history, water usage data, and paperless billing options, while supporting sustainability initiatives.
- Educate customers on mandatory water conservation requirements by providing clear guidance and directing them to the City's website and available resources, including referrals to the Water Conservation Coordinator for water audits and conservation rebate programs.
- Promote customer awareness of solid waste and recycling requirements by offering accurate information and directing customers to the City's website, as well as coordinating referrals to the Solid Waste Division and Recycling Coordinator for additional support and program participation.

Accomplishments for Fiscal Year 2024-2025:

- Expanded utility payment options through InvoiceCloud to include multiple payment options with no service fees and implemented point-of-sale devices to enhance customer convenience and payment accessibility.
- Administered the Utility Assistance Program, providing financial support to eligible residents and ensuring timely and accurate application of assistance to customer utility accounts.
- Implemented structured payment plans for utility customers, including necessary system modifications to support program requirements and improve account management flexibility.
- Developed and administered new policies in compliance with California Senate Bill 3, ensuring regulatory adherence related to water service discontinuation practices.
- Initiated the upgrade to EnQuesta Version 6 Utility Billing and Customer Account Management System, enhancing utility billing operations and improving the customer-facing online access portal.
- Began implementation of Hauler Hero for commercial solid waste route management and roll-off billing, improving operational efficiency and service tracking.
- Launched a paperless billing campaign through InvoiceCloud to increase e-billing adoption, reduce paper usage, and lower mailing costs.
- Expanded the utility bill collections process with Selectron to streamline and improve customer communications.

Accomplishments for Fiscal Year 2025-26:

- Completed the upgrade of EnQuesta, including enhancements to the RedConnect customer portal and cloud migration, improving system flexibility, reliability, and the ability to meet evolving customer service expectations.
- In coordination with other City departments, implemented new processes and supporting system modifications to comply with organic waste management requirements, improving program administration and regulatory compliance.
- Administered the Utility Assistance Program, delivering financial support to eligible residents while ensuring timely and accurate application of assistance to utility accounts.
- Implemented required system updates to support automated cart integration and solid waste route adjustments, improving operational efficiency and service accuracy.
- Updated special hauling processes and introduced system enhancements, including new work order functionality, to improve service tracking and responsiveness.
- Increased customer awareness of available payment options through targeted outreach efforts, including bill inserts, social media, and messaging on utility bills, promoting greater use of convenient payment methods.
- Supported and monitored billing system configuration for the City-wide meter exchange program, including installation of AMR/AMI meters, to ensure accurate billing and integration with advanced metering technology.
- Collaborated with the Solid Waste Division to streamline internal scheduling processes, improving service coordination and maximizing efficiency in customer service delivery.
- Successfully completed the transition to RingCentral, in collaboration with the Information Technology Division, a new phone service provider and Customer Service call center system, enhancing communication capabilities, reporting tools, and overall service quality.

DEPARTMENT/DIVISION

CUSTOMER SERVICE

FUND

UTILITY BILLING

ORGKEY

608900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	1,005,355	1,169,128	1,169,128	1,142,319	1,239,308
5101	Overtime Salaries	7,131	6,500	6,500	6,500	7,000
5202	Holiday Pay	12,293	-	10,248	-	-
5203	Bonus	785	711	900	711	711
5204	Accrual Payout	8,302	-	4,451	9,319	9,319
5301	Banked Leave Buy Back	18,542	30,387	30,387	17,709	17,709
5401	Pension Contributions	293,846	326,348	326,348	309,382	316,510
5402	GASB68 Pension Expense	236,576	-	-	-	-
5501	Social Security/Medicare	79,797	84,929	84,929	85,681	87,511
5601	Deferred Compensation	9,032	7,531	60,512	7,531	7,531
5701	Health/Dental Insurance	203,444	261,246	261,246	194,486	195,222
5702	Workers' Comp Insurance	45,878	47,476	47,476	42,745	43,873
5703	Disability Insurance	8,050	9,033	9,033	10,956	11,231
5704	Unemployment Insurance	1,115	7,209	7,209	6,775	6,775
5705	Life Insurance	987	1,046	1,046	985	985
5801	Vehicle Allowance	900	900	900	900	900
5802	Eyecare Reimbursement	1,742	4,983	4,983	4,638	4,638
5803	Clothing Allowance	3,300	4,200	4,200	3,000	3,000
5901	Compensated Absences Expense	12,708	-	-	-	-
5903	Other Taxable Benefits	7,270	6,392	6,392	7,142	7,142
	TOTAL SALARIES AND BENEFITS	1,957,056	1,968,019	2,035,889	1,850,778	1,959,365
	SERVICES					
6004	Bank/Collection Agent Fees	66,221	60,000	186,000	191,580	197,327
6106	Other Professional Services	468,499	269,008	251,267	28,288	31,800
6304	Telephone	-	600	600	618	637
6401	Meeting & Prof Development	-	6,500	4,975	6,695	6,896
6402	Travel Expense/Reimbursement	4,788	3,300	4,825	3,399	3,501
6403	Training	2,699	8,000	8,000	8,240	8,487
6505	Retiree Health Insurance	56,227	90,000	90,000	90,000	90,000
6601	Postage	83,210	99,878	99,878	102,875	105,961
6703	Software Support/Development	30,000	4,550	26,799	88,975	73,058
6708	Special Program Expenditures	-	-	57,380	57,500	57,500
6710	Special Contractual Services	10,813	12,400	12,400	12,772	13,155
6802	Info Tech Service Charges	114,235	100,635	100,635	390,064	403,069
6804	General Govt Service Charge	242,556	251,045	251,045	259,179	270,376
6901	Printing and Binding	28,893	34,178	34,178	35,203	36,259
6906	Office Equip & Furn Rent	1,659	3,605	3,605	3,713	3,825
6908	Other Rentals	1,980	1,700	1,980	2,000	2,100
6909	Subscriptions & Memberships	-	750	470	775	800
6914	Depreciation Expense	19,658	-	-	-	-
	TOTAL SERVICES	1,131,438	946,149	1,134,037	1,281,876	1,304,750
	SUPPLIES					
7002	Office Supplies	5,696	13,850	7,350	7,571	7,798
7101	Office Equipment & Furniture	-	2,000	1,950	2,060	2,122
7211	Computer Components	886	6,800	6,800	7,004	7,214
7807	Food	409	450	500	515	530

DEPARTMENT/DIVISION

CUSTOMER SERVICE

FUND | **ORGKEY**

UTILITY BILLING | 608900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7810	Special Departmental Supplies	4,258	1,900	1,900	2,000	2,060
	TOTAL SUPPLIES	11,249	25,000	18,500	19,150	19,724
	FIXED ASSETS					
8706	All Other Equipment	-	-	-	140,000	-
	TOTAL FIXED ASSETS	-	-	-	140,000	-
	DIVISION TOTAL	**3,099,743**	**2,939,168**	**3,188,426**	**3,291,804**	**3,283,839**

DEPARTMENT SUMMARY

FUND

UTILITY BILLING

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
CUSTOMER SERVICE	3,099,743	2,939,168	3,188,426	3,291,804	3,283,839
DEPARTMENT TOTAL	**3,099,743**	**2,939,168**	**3,188,426**	**3,291,804**	**3,283,839**

DEPARTMENT/DIVISION

COMMUNITY FACILITIES DISTRICT 2001-1

FUND

CFD TRUST

ORGKEY

810961

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6001	Fiscal Agent Fees	14,344	23,000	23,000	23,000	23,000
6804	General Govt Service Charge	671	694	694	716	747
	TOTAL SERVICES	15,015	23,694	23,694	23,716	23,747
	DEBT SERVICE					
9001	Principal	615,000	650,000	1,345,000	-	-
9101	Interest	106,586	86,753	65,790	-	-
	TOTAL DEBT SERVICE	721,586	736,753	1,410,790	-	-
	DIVISION TOTAL	**736,601**	**760,447**	**1,434,484**	**23,716**	**23,747**

DEPARTMENT/DIVISION

COMMUNITY FACILITIES DISTRICT 2003-1

FUND	**ORGKEY**
CFD TRUST	810962

OBJECT		**FY 2025 ACTUAL (AUDITED)**	**FY 2026 ADJUSTED BUDGET**	**FY 2026 12 MONTH ESTIMATED**	**FY 2027 CITY MANAGER RECOMMENDED**	**FY 2028 CITY MANAGER RECOMMENDED**
	SERVICES					
6001	Fiscal Agent Fees	16,458	20,500	20,500	20,500	20,500
6804	General Govt Service Charge	671	694	694	716	747
	TOTAL SERVICES	17,129	21,194	21,194	21,216	21,247
	DEBT SERVICE					
9001	Principal	425,000	470,000	470,000	510,000	555,000
9101	Interest	364,090	351,730	338,060	309,558	278,585
	TOTAL DEBT SERVICE	789,090	821,730	808,060	819,558	833,585
	DIVISION TOTAL	**806,219**	**842,924**	**829,254**	**840,774**	**854,832**

DEPARTMENT SUMMARY

FUND

CFD TRUST

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
COMMUNITY FACILITIES DISTRICT 2001-1	736,601	760,447	1,434,484	23,716	23,747
COMMUNITY FACILITIES DISTRICT 2003-1	806,219	842,924	829,254	840,774	854,832
DEPARTMENT TOTAL	**1,542,820**	**1,603,371**	**2,263,738**	**864,490**	**878,580**

Police Department

Mission Statement:

The Redlands Police Department is dedicated to enhancing public safety through trust, innovation, community partnership, and excellence in service.

Departmental Goals:

- Continue to provide outstanding service to internal and external customers.
- Develop leaders and succession planning strategies.
- Implement evidence-based measures to improve service, create efficiencies, and prevent and reduce crime.
- Improve recruitment and retention efforts to maintain a high-performing organization.
- Continue to strengthen the organizational culture.
- Develop a departmental strategic plan.
- Leverage available resources through volunteers, analysts, technology, and data-driven solutions to create greater efficiencies.

Sustainability Efforts:

- Continue using a new vehicle profile for professional staff employees to reduce fuel usage and reduce carbon emissions.
- The department desires to create paperless systems when possible.

Performance Measures:

- Maintain crime clearance rates above the national average in 2026-2028.
- Identify emerging crime trends quickly and develop and implement targeted, evidence-based strategies to address them.

Police
Patrol Services Bureau

Program Description:

The Patrol Services Bureau is one of the most visible units in the department as it provides twenty-four hours a day service to the residents of our community. Patrol officers respond to a wide variety of emergency and non-emergency calls for service. The Patrol Services Bureau is comprised of several sub-units, namely:

- Patrol: The Patrol teams are comprised of nine officers including corporals and one sergeant. Five patrol teams rotate schedules supplemented by civilian community service officers.
- Field Training and Evaluation Program (FTO): The Field Training and Evaluation Program is responsible for the development of recruits into competent solo police officers. Field training officers coordinate and deliver nearly six (6) months of training to new officers to prepare them to operate as solo police officers.
- Community Service Officers (CSOs): CSOs respond to non-emergency calls for service or crimes that have been committed with no suspect information or leads. The CSOs also respond to non-injury traffic collisions. Their presence significantly reduces the call load for patrol officers, allowing the officers to be available for emergency calls for service.
- Explorers: The Redlands Police Department's Law Enforcement Explorer Post began in 1968 and has been the starting point for many future law enforcement officers. Young men and women interested in joining the program must be at least 15 years of age and no older than 21 years. The program is for youth interested in learning about the field of law enforcement.
- Custody: The department contracts with Allied Universal to provide custody officers who are responsible for the processing, booking, and transportation of prisoners.

Program Objectives:

- Respond to calls for service promptly and render appropriate assistance upon arrival.
- Conduct criminal investigations and prepare required documentation to be forwarded to detectives, the District Attorney, and/or other agencies.
- Maintenance of a temporary custodial processing facility that complies with applicable state and federal law.
- Development of recruits into competent police officers.
- Maintain an atmosphere of positive and professional contact between all officers and members of our community.

Significant Program Changes:

- Between 2024-2026, fifteen (15) sworn police officers were hired.
- In 2026, an additional CSO will be hired, increasing the total number of CSOs assigned to the Patrol Services Bureau to seven (7).
- In 2025, the Patrol Services Bureau received eighteen (18) new Tahoes and in 2026 received eight (8) new Explorers.

The Patrol Services Bureau will be transitioning to a new body-worn camera platform. The new AXON cameras bring the organization in line with industry standards and expands capabilities by assisting with translation and report writing, utilizing technology as a force multiplier in responding to in-progress crime. Along with the new AXON cameras, Patrol will be deploying a new Drone as First Responder (DFR) program, aligning us with many agencies in our region.

DEPARTMENT/DIVISION

PATROL SERVICES

FUND

GENERAL FUND

ORGKEY

101200

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	10,748,017	13,826,878	13,826,878	14,448,257	15,621,285
5002	Salaries: Part-Time	-	25,910	25,910	24,400	24,400
5003	Labor Code Sec 4850	170,246	117,759	136,788	121,292	124,930
5005	Vacancies	-	-	-	(712,104)	(722,271)
5101	Overtime Salaries	1,385,371	1,208,620	1,208,620	1,244,879	1,282,225
5102	Reimbursable Overtime	306,817	215,196	215,196	221,652	228,301
5104	Major Crime OT	86,267	203,598	203,598	109,706	110,997
5105	Overtime: Court/Other	63,629	147,684	147,684	100,115	101,678
5201	Stand By	15,373	16,538	16,538	17,034	17,545
5202	Holiday Pay	272,723	-	172,687	-	-
5203	Bonus	52,857	-	40,143	-	-
5204	Accrual Payout	514,333	-	327,707	117,218	117,218
5301	Banked Leave Buy Back	926,352	1,563,817	1,021,061	1,203,566	1,203,566
5401	Pension Contributions	7,155,459	8,710,005	8,710,005	9,172,138	9,654,115
5501	Social Security/Medicare	290,480	308,220	308,220	321,101	327,391
5601	Deferred Compensation	404,109	371,209	371,209	401,576	402,546
5701	Health/Dental Insurance	1,833,729	2,320,836	2,320,836	2,283,639	2,289,613
5702	Workers' Comp Insurance	1,291,803	1,335,917	1,335,917	1,436,998	1,474,945
5703	Disability Insurance	13,174	13,754	13,754	20,690	21,247
5704	Unemployment Insurance	6,407	49,476	49,476	49,042	49,042
5705	Life Insurance	5,821	7,119	7,119	7,069	7,069
5802	Eyecare Reimbursement	875	5,100	5,100	6,000	6,000
5803	Clothing Allowance	262,153	333,350	333,350	290,375	290,375
5903	Other Taxable Benefits	69,889	68,400	68,400	109,200	109,200
5904	Tuition Reimbursement	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	25,875,885	30,849,385	30,866,195	30,993,842	32,741,419
	SERVICES					
6102	Legal Services	66,288	48,722	47,722	50,184	51,689
6402	Travel Expense/Reimbursement	8,835	4,162	5,162	4,286	4,415
6710	Special Contractual Services	318,055	347,591	347,591	357,937	368,675
6802	Info Tech Service Charges	601,632	530,009	630,009	690,000	713,000
	TOTAL SERVICES	994,809	930,484	1,030,484	1,102,407	1,137,779
	DIVISION TOTAL	**26,870,694**	**31,779,869**	**31,896,679**	**32,096,249**	**33,879,198**

Police
Communications Unit

Program Description:

The Communications Unit serves as the operational hub connecting the community with public safety personnel. Communications personnel are often the first point of contact for individuals requesting assistance, whether during emergencies or routine calls for service. Communications personnel assess incoming information, determine the appropriate response and coordinate resources to ensure the safety of officers and the public.

The Dispatch Center manages a high volume of communications through multiple platforms including 911 emergency lines, non-emergency business lines, alternate emergency lines, text-to-911, emails to 911, and online reporting. Dispatchers utilize advanced technology such as a Computer-Aided Dispatch (CAD) system, radio communications, and a citywide camera system to support field personnel and ensure timely, accurate responses to calls for service. Dispatchers monitor numerous radio channels used by police officers, the fire department and other law enforcement agencies while simultaneously managing calls for service and providing critical information to officers in the field.

Through professionalism, critical decision-making and advanced training, the Communications Unit plays a vital role in maintaining public safety and ensuring efficient coordination between the community and law enforcement services.

Program Objectives:

- Provide prompt, professional service when answering emergency and non-emergency lines, ensuring calls are prioritized appropriately and routed to the proper agency or entered into the CAD system for police response.
- Dispatch calls for service to police officers while maintaining accurate and timely communication with officers and allied agencies.
- Monitor radio channels and maintain constant communication with police personnel to support officer safety and operational effectiveness.
- Utilize the citywide camera system and other technological resources to assist officers during calls for service and support situational awareness.
- Process requests from officers in the field including additional resources, database inquiries and coordination with outside agencies.
- Maintain effective communication between the public, police personnel, city departments and allied public safety partners to ensure efficient service delivery.

Significant Program Changes:

- Implemented standby duty coverage protocols to maintain minimum staffing levels amid staffing shortages and ensure coverage during call-offs.
- Requisitions for the Lateral Police Dispatcher position were posted multiple times.
- At the close of 2025, the Communications Unit consisted of 2 Dispatch Supervisors and 11 dispatchers. The unit currently has 3 dispatcher vacancies and one Dispatch Supervisor vacancy.

Accomplishments:

- The unit welcomed a lateral dispatcher with over six years of experience from another agency. She successfully completed the training program in approximately two months and quickly became a valued and much needed member of the dispatch team.
- Dispatchers were active in the community attending various department events, such as: Coffee with a Cop, Thanksgiving Tuesday, Thanksgiving Luncheon at the Joslyn Senior Center and Heroes and Helpers.
- Dispatchers completed numerous training opportunities to strengthen operational effectiveness and leadership development. Trainings included: Tactical Dispatch Training, Emotional Intelligence Training, Complacency and Critical Decision-Making Training, Communications Training Officer CTO) Course, POST Basic Dispatch Academy, Peer Support Training.
- Two dispatchers now serve on the department's Peer Support Team, expanding wellness support for department personnel.
- Two female dispatch supervisors attended the Women in Leadership in Law Enforcement Symposium further developing their leadership skills and strengthening professional growth within the unit.
- The dispatch supervisors attended the California CLETS Users Group Annual Conference enhancing system knowledge and operational readiness related to state and federal law enforcement databases.
- One dispatcher and two Dispatch Supervisors received Commitment to Excellence Awards for their critical role in supporting a large-scale multi-agency retail theft operation.
- The Communications Unit played a key role in the successful implementation of a new camera system and a new phone system. These projects required extensive planning, coordination, vendor meetings, system demonstrations and operational testing. Dispatch Supervisors and dispatchers actively participated in the process to ensure the systems met operational needs and were successfully integrated into daily operations.
- Supervisors continued conducting regular Phone Call Quality Assurance and Review Programs to evaluate dispatcher performance and ensure interactions with the public meet departmental service standards, policies and communication expectations.
- Dispatch personnel maintained ongoing oversight of requests submitted through CitySourced, the City's resident reporting platform, ensuring appropriate calls for service are created and therefore addressed efficiently.
- Dispatchers utilized city cameras 168 times on calls for service; answered 51 texts to 911 and answered 35,795 emergency (911) calls; and answered 92,924 business and alternate emergency lines.
- Dispatch entered 46,224 calls for service.
- Despite high call volumes and staffing limitations, the center maintained excellent performance metrics: 98.82% of 911 calls were answered within 15 seconds and 99.46% were answered within 20 seconds.

DEPARTMENT/DIVISION

COMMUNICATIONS

FUND

GENERAL FUND

ORGKEY

101201

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	999,548	1,374,752	1,374,752	1,592,378	1,781,482
5005	Vacancies	-	-	-	(64,890)	(66,788)
5101	Overtime Salaries	137,496	134,441	134,441	138,474	142,629
5102	Reimbursable Overtime	1,422	-	711	-	-
5104	Major Crime OT	534	-	-	-	-
5201	Stand By	65,002	33,427	54,248	34,430	35,462
5202	Holiday Pay	117,092	-	69,840	-	-
5203	Bonus	-	-	8,500	-	-
5204	Accrual Payout	3,293	-	42,029	-	-
5301	Banked Leave Buy Back	31,991	40,555	40,555	31,208	31,208
5401	Pension Contributions	316,158	408,658	408,658	433,974	441,473
5501	Social Security/Medicare	102,350	110,612	110,612	120,155	122,066
5601	Deferred Compensation	8,571	15,480	15,480	16,340	16,340
5701	Health/Dental Insurance	253,529	353,188	353,188	400,577	401,430
5702	Workers' Comp Insurance	49,297	51,012	51,012	51,294	52,648
5703	Disability Insurance	14,527	15,918	15,918	21,204	21,550
5704	Unemployment Insurance	920	7,812	7,812	8,246	8,246
5705	Life Insurance	845	1,134	1,134	1,199	1,199
5802	Eyecare Reimbursement	1,952	5,400	5,400	5,700	5,700
5803	Clothing Allowance	22,950	30,600	30,600	32,300	32,300
5903	Other Taxable Benefits	3,611	1,200	1,764	6,450	6,450
	TOTAL SALARIES AND BENEFITS	2,131,088	2,584,189	2,726,655	2,829,038	3,033,395
	SERVICES					
6401	Meeting & Prof Development	645	-	-	-	-
6703	Software Support/Development	58,727	-	5,897	3,500	3,605
6710	Special Contractual Services	-	6,885	10,885	7,092	7,304
6802	Info Tech Service Charges	137,081	120,762	170,762	195,830	202,357
6907	Comms Service & Rental	286,122	406,294	406,294	405,420	417,582
	TOTAL SERVICES	482,575	533,941	593,838	611,841	630,849
	SUPPLIES					
7101	Office Equipment & Furniture	955	12,368	12,368	3,000	3,091
7102	Small Tools & Equipment	-	4,849	849	-	-
7203	Office Equipment Maintenance	-	2,867	2,867	-	-
7211	Computer Components	-	6,659	761	-	-
7810	Special Departmental Supplies	2,200	6,309	6,309	8,498	8,753
	TOTAL SUPPLIES	3,156	33,052	23,155	11,499	11,844
	FIXED ASSETS					
8706	All Other Equipment	-	-	370,436	-	-
	TOTAL FIXED ASSETS	-	-	370,436	-	-
	DIVISION TOTAL	**2,616,818**	**3,151,183**	**3,714,085**	**3,452,378**	**3,676,087**

Police
Support Services Bureau

Program Description:

The Support Services Bureau is comprised of diverse responsibilities that affect all operations of the department. The goal of the Support Services Bureau is to supply the necessary equipment, provisions, and support personnel to facilitate the delivery of efficient and courteous public safety services to residents of Redlands. The Support Services Bureau is comprised of the following units: Office of the Chief of Police, Operations Manager, Records, and Fleet.

The Office of the Chief of Police is comprised of the Chief, two (2) Deputy Chiefs, one (1) Executive Assistant, one (1) Management Analyst, one (1) Operations Coordinator, one (1) Administrative Assistant, one (1) Administrative Services Commander, one (1) Personnel & Training Sergeant, and one (1) Sergeant assigned to Professional Standards. The Deputy Chiefs oversee the day-to-day operations of the department. The Chief's Executive Assistant is the community's primary point of contact for the Office, handling complex and confidential executive-level administrative and secretarial duties for the management staff. The Executive Assistant also coordinates special projects and events and maintains the department's personnel files.

The Management Analyst oversees the financial operations for the department. Their responsibilities include ensuring the department's needs are being met through budget development and monitoring, purchase requisitions, grant coordination, and payroll processing. The Operations Coordinator's responsibilities include the coordination of new hire background investigations for all staff and volunteer positions. Backgrounds conducted also include applicants for massage therapists and solicitor permits. The Operations Coordinator also oversees and maintains all training files and ensures that the entire department's training requirements through POST, legislative, and department mandates are met. The Administrative Services Commander oversees both the Professional Standards Sergeant and the Personnel and Training Sergeant. The Professional Standards sergeant oversees internal investigations and personnel issues and is the point of contact for the community for any inquiries and complaints. The Personnel and Training Sergeant oversees the development and deployment of internal training, as well as recruitment and wellness efforts.

The Operations Manager oversees the Records Unit, Communications Unit, building maintenance, and fleet operations. The Operations Manager also performs other specialized duties and works daily with other City staff to ensure a timely response to inquiries from the Police Department.

The Records Unit is comprised of one Supervisor and eight full-time Records Specialists responsible for the management, security, and processing of all criminal justice records generated by the department. Unit personnel process police reports, citations, traffic collision reports, pre-employment background checks, subpoenas, discovery requests, and other official documentation produced across all divisions.

Records Specialists serve as a primary point of contact for the public and are responsible for coordinating and cross-reporting with allied agencies and criminal justice partners, including the District Attorney's Office, courts, Department of Children and Family Services, Department of Motor Vehicles, Parole, Probation, and the Department of Justice. The Unit functions as the Department's court liaison, ensuring the timely delivery of reports and evidentiary materials such as audio recordings, 9-1-1 calls, photographs, and video evidence. Additional responsibilities include maintaining and updating registrant information in the California Sex and Arson Registry (CSAR) for individuals residing within the City of Redlands.

The Records Supervisor serves as the Department's Custodian of Records and is responsible for overseeing California Public Records Act (CPRA) requests, Freedom of Information Act requests, petitions to seal records, DOJ/CJIS audits, monthly validations, and reporting National Incident-Based Reporting System (NIBRS) compliant data through the California Incident-Based Reporting System (CIBRS). The Supervisor also serves as the Agency CLETS Coordinator (ACC), ensuring compliance with DOJ and FBI regulations, as well as overseeing CLETS training and certification.

Program Objectives:

- Providing timely and accurate records services to the public, courts, and allied agencies.
- Maintaining compliance with statutory and regulatory requirements, including CPRA, CLETS, CJIS, and CIBRS reporting standards.
- Supporting investigations and prosecutions through efficient processing of subpoenas, discovery requests, and evidentiary materials.
- Ensuring the integrity, confidentiality, and accessibility of all records.
- Delivering professional and responsive customer service despite high workload demands.
- Supporting Department operations through reliable records management and interagency coordination.

Significant Program Changes:

In 2025, the Records Unit experienced substantial operational impacts due to critical staffing shortages. While the authorized staffing level includes eight Records Specialists and one Records Supervisor, the Unit operated with only five Records Specialists and one Acting Supervisor for the majority of the year. This resulted in four vacancies and an approximately fifty percent reduction in staffing. To maintain compliance with legally mandated functions, the Unit implemented the following service-level adjustments:

- Reduction of front counter/public window hours to two days per week.
- Limitation of Penal Code §290 registrant processing to one day per week.
- Restriction of phone services to designated hours.

These measures were necessary to prioritize essential and legally required functions, including discovery processing, subpoenas, arrests, report processing, and CPRA requests. Despite these adjustments, workload demands continued to exceed available capacity, requiring the Unit to operate in a continuous backlog management environment. In August 2025, the Unit implemented the NextRequest system to manage CPRA requests, resulting in improved tracking, organization, and transparency of public records requests.

Accomplishments:

- Maintained full operations and legal compliance despite fifty percent staffing shortage.
- Handled high workload across reports, subpoenas, discovery, and public requests.
- Staff took on multiple roles, with specialized tasks concentrated among few employees.
- Maintained accuracy, professionalism, and completed extensive required training.
- Demonstrated strong resilience and adaptability, but staffing shortages risk burnout and long-term sustainability.
- The Training Unit is committed to performing comprehensive background investigations to ensure the department's standards and commitment to excellence are met with each new

hire. In 2024 and 2025, 28 background investigations were completed, and 29 applicants were hired and onboarded.

- Subject matter experts were brought in to update staff on areas related to leadership, conflict resolution, data analysis, employee wellness, and new human resource regulations.
- The Training Unit established a Peer Support Team which includes current and retired members of the Police Department.
- The Training Unit developed a comprehensive Employee Wellness Program to benefit all members of the department and includes wellness checks for staff.
- Total requisitions for 2024 and 2025: 23
- Number of background investigations conducted on sworn and professional staff applicants for 2024 and 2025:
    - Total Conducted: 31
    - Total Completed: 28
        - Total Sworn: 23
        - Total Non-Sworn: 5
- Total applicants hired and onboarded in 2024 and 2025: **29**

DEPARTMENT/DIVISION

SUPPORT SERVICES

FUND

GENERAL FUND

ORGKEY

101202

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	1,438,116	1,634,278	1,634,278	1,864,198	2,013,731
5002	Salaries: Part-Time	61,075	144,270	144,270	146,380	146,380
5005	Vacancies	-	-	-	(71,166)	(71,706)
5101	Overtime Salaries	4,080	70,284	70,284	12,569	6,941
5102	Reimbursable Overtime	127	15,192	15,192	15,648	16,118
5104	Major Crime OT	-	5,513	5,513	-	-
5105	Overtime: Court/Other	-	2,426	2,426	-	-
5201	Stand By	448	-	-	-	-
5202	Holiday Pay	21,552	-	8,183	-	-
5203	Bonus	5,230	5,868	7,256	5,627	5,627
5204	Accrual Payout	246,873	-	17,171	20,696	20,696
5301	Banked Leave Buy Back	55,644	56,968	36,069	24,314	24,314
5401	Pension Contributions	496,541	484,897	484,897	451,344	459,914
5501	Social Security/Medicare	91,780	103,189	103,189	100,829	102,477
5601	Deferred Compensation	175,320	109,536	109,536	63,546	63,820
5701	Health/Dental Insurance	252,303	349,130	349,130	356,585	357,321
5702	Workers' Comp Insurance	68,468	70,850	70,850	79,790	81,897
5703	Disability Insurance	5,098	7,460	7,460	8,755	8,971
5704	Unemployment Insurance	1,159	10,850	10,850	9,548	9,548
5705	Life Insurance	848	1,071	1,071	1,073	1,073
5802	Eyecare Reimbursement	470	4,800	4,800	4,500	4,500
5803	Clothing Allowance	15,150	9,975	9,975	8,975	8,975
5903	Other Taxable Benefits	877,495	5,550	5,550	7,350	7,350
	TOTAL SALARIES AND BENEFITS	3,817,778	3,092,107	3,097,950	3,110,561	3,267,945
	SERVICES					
6005	License & Permits	-	175	175	180	185
6007	Penalties and Interest	5	-	100	100	100
6102	Legal Services	175,454	63,088	63,088	64,980	66,930
6105	Medical/Physicals	73,977	128,358	128,358	86,568	84,765
6304	Telephone	157,217	155,296	155,296	159,497	164,281
6307	Electricity & Gas	4,833	5,161	5,161	5,316	5,476
6402	Travel Expense/Reimbursement	98,760	120,426	90,426	100,000	100,000
6403	Training	207,583	197,575	260,000	174,946	180,194
6601	Postage	4,969	8,219	8,119	8,366	8,617
6702	Fingerprinting	3,389	10,898	1,903	2,225	2,292
6703	Software Support/Development	19,120	463,806	486,346	716,911	717,189
6710	Special Contractual Services	170,056	220,402	245,402	213,882	219,398
6802	Info Tech Service Charges	167,543	147,597	197,597	239,347	247,325
6803	City Garage Charges	1,261,561	1,305,845	1,008,546	852,339	739,520
6901	Printing and Binding	8,759	21,307	21,307	10,682	10,212
6904	Land and Building Rent	5,400	6,068	6,068	5,787	5,960
6906	Office Equip & Furn Rent	9,953	22,941	401	-	-
6909	Subscriptions & Memberships	13,220	11,005	20,000	20,000	20,600
	TOTAL SERVICES	2,381,798	2,888,166	2,698,292	2,661,124	2,573,044
	SUPPLIES					
7001	Books & Supplies	68	700	700	721	743

DEPARTMENT/DIVISION

SUPPORT SERVICES

FUND | **ORGKEY**

GENERAL FUND | 101202

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7002	Office Supplies	33,732	45,308	45,308	46,668	48,068
7004	Uniform/Safety Clothing	34,722	165,099	140,099	123,376	118,427
7005	Photo & Copying Supplies	224	10,898	2,898	2,000	2,060
7101	Office Equipment & Furniture	7,996	7,321	15,321	4,541	4,600
7102	Small Tools & Equipment	150,400	161,289	161,289	162,829	164,416
7205	Machinery & Equip. Maint.	2,893	16,024	16,024	5,019	5,029
7206	Vehicle Maintenance	5,744	33,735	33,735	34,747	35,789
7804	Medical Supplies	11,497	10,610	10,610	4,000	4,120
7805	Weapons & Ammunitions	69,503	124,891	124,891	108,638	106,697
7807	Food	7,390	11,757	11,757	6,109	6,000
7810	Special Departmental Supplies	49,605	133,388	100,963	105,338	105,598
7901	Non-Capital Expenditures	162,821	95,613	95,613	95,613	95,613
	TOTAL SUPPLIES	536,595	816,633	759,208	699,599	697,160
	FIXED ASSETS					
8501	Other Betterments/Improv	-	70,000	70,000	-	-
8704	Motor Vehicles	2,046,005	-	-	-	-
8706	All Other Equipment	805,774	180,000	180,000	-	-
8801	Capital Lease	126,125	1,369,290	1,118,380	1,183,643	1,183,643
	TOTAL FIXED ASSETS	2,977,905	1,619,290	1,368,380	1,183,643	1,183,643
	DEBT SERVICE					
9002	Principal - Lease	684,362	-	-	-	-
9102	Interest - Lease	56,345	-	-	-	-
	TOTAL DEBT SERVICE	740,707	-	-	-	-
	DIVISION TOTAL	**10,454,783**	**8,416,196**	**7,923,830**	**7,654,928**	**7,721,793**

Police
Community Services Bureau

Program Description:

The Community Services Bureau works closely with residents and business owners to prevent crime, solve problems, and enhance the quality of life of Redlands' residents. The Community Services Bureau comprises several sub-units, including:

- Traffic Unit: A sergeant, a motorcycle officer and two community services officers make up the Traffic Unit. The two community service officers function as parking control officers (PCOs). They are responsible for compliance with parking regulations by patrolling assigned areas, investigating parking complaints, issuing citations, and managing abandoned vehicles. The motorcycle officer patrols the city for traffic violations, ensures pedestrian safety, investigates injury traffic collisions, and responds to traffic complaints. The sergeant is responsible for coordinating the efforts of the motorcycle officer and two parking control officers. The sergeant also manages all the Office of Traffic Safety (OTS) grants which encompass sobriety checkpoints, Click-It or Ticket operations, additional traffic enforcement, and DUI saturation patrols during special events and holidays.
- Special Event Unit: A sergeant and one officer make up the special events unit. The sergeant plans and manages the department's response to all of the special events in town such as the Christmas Parade, Redlands Bicycle Classic, Run Through Redlands, Lincoln Pilgrimage Parade, high school graduation ceremonies, several triathlon/5-10 K runs, and approximately thirty additional special events that are held on weekends and require police assistance. The sergeant also supervises the Citizen Volunteer Unit, the Community Policing Unit, and the three school resource officers. The officer assists with all special events and works with other city departments to provide outreach and resources to the unhoused population. This officer is also the handler for the department's police dog, "Jake". Together, the K9 team assists other units with apprehending dangerous suspects and detecting explosives.
- Community Engagement Team: A sergeant, a corporal, three officers and one San Bernardino County Probation Officer are assigned to the Community Engagement Team (CET). The CET officers are committed to addressing ongoing crime problems and promoting long-term interactions with community members and local businesses. The CET assists other department units with homeless camp clean ups, serving search warrants, apprehending suspects and responding to in-progress crimes. The CET also works closely with the community and faith-based organizations to strengthen community relationships while working towards common goals of public safety and well-being. They spearhead department youth programs and assist in special events.
- School Resource Officers: Three officers are assigned to work as School Resource Officers (SROs). The SROs work with the Redlands Unified School District to improve the safety of students and staff and to reduce crime committed by juveniles and young adults. Moreover, the SROs establish trust and a channel of communication with students, parents, and teachers. The SROs serve as positive role models to instill students with high moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. Currently, there is one officer assigned to Redlands High School, one assigned to Citrus Valley High School and one officer assigned to the three middle schools (Clement, Moore, and Cope). All three positions are funded by the Redlands Unified School District.
- Triage, Engagement, and Support Teams (TEST): One San Bernardino County Department of Behavioral Health TEST team member is assigned to work in the Redlands Police Department to assist both community policing officers and patrol officers in providing services to residents. Triage teams specialize in crisis intervention, continuum of care, and intensive case management for individuals experiencing an urgent psychiatric health condition with up to 59 days of individualized linkage and follow-up services. The goal of the TEST program is

to improve resident experience by expanding access to mental health services with local staff and rapid response times, thereby allowing the residents to possibly stay within their community by strengthening their opportunity for recovery and wellness. TEST also strives to reduce the residents' involvement with the criminal justice system and decrease the frequency of emergency room visits and/or unnecessary hospitalization. While a valuable resource, there has been a high degree of turnover of TEST staff since its inception.

- Citizen Volunteers: The Department also has a Citizen Volunteer Unit consisting of hardworking men and women who have chosen to give back to their community. After a person completes the application process to join the Citizen Volunteer Unit, they complete a preparation academy. This intensive training gives them an understanding of the various components of the department and the expectations of the community. After their initial training, the citizen volunteers patrol the city in specially marked patrol units and serve as the "eyes and ears" of the department. They provide a lookout for illegal activities, carry a police radio, and are in constant contact with Dispatch and the officers on duty.

Program Objectives:

- Support the department's community policing and problem-solving efforts through active participation and input on issues.
- Conduct proactive patrols and take appropriate enforcement action.
- Reduce the number of traffic collisions by enforcing traffic laws and educating the public.
- Reduce the number of traffic collisions caused by DUI drivers by conducting DUI checkpoints.
- Work with the Redlands Unified School District to improve the safety of students and staff at the selected schools and to reduce crime committed by juveniles and young adults.
- Work with the Department of Behavioral Health to improve resident experience.
- Maintain a strong, viable volunteer program that assists department members in their efforts to provide a safe and sustainable community.
- Continue to foster strong relationships with local businesses and focus on the changing needs of our local business districts.

Accomplishments:

- The Special Events Unit assisted with traffic control and in providing public safety services at several special events in town such as the Redlands Bicycle Classic, Redlands Bowl Summer Music Festival, the Run thru Redlands, commencement and graduation ceremonies, and other outdoor events. The Special Events Unit continues to foster positive police-community relationships by coordinating and participating in numerous community policing events and youth leadership activities and programs. Many of these community events are sponsored by the Redlands Police Community Foundation (RPCF), a non-profit organization dedicated to providing additional support to the Redlands Police Department, including the "Coptober Community Fair," the serving of community Thanksgiving meals, Blue Christmas, Heroes and Helpers, and other youth leadership events throughout the year.
- The Traffic Unit continued its regular enforcement duties, and the department was awarded the Office of Traffic Safety Selective Traffic Enforcement Program grant for 2025/2026 in the amount of $120,000. The grant provides funding to conduct fifteen (15) traffic enforcement operations, ten (10) DUI saturation patrols, six (6) DUI checkpoints, six (6) traffic and DUI education programs, as well as providing new equipment for the unit. Thus far, the Traffic Unit has investigated a total of five (5) traffic fatalities during the fiscal year.
- Members of the Citizen Volunteer Unit donated over 2,000 hours in the current fiscal year. Volunteers are a vital part of the department's strategy to meet the public safety needs of the

community. The operational expenses of the Citizen Volunteer Unit are funded through the RPCF.

- The School Resource Officers responded to over 1,000 calls for service this fiscal year. They continue to have ongoing police presence and positive interactions with Redlands Unified School District students and staff.
- The Community Engagement Team continues to impact retail crime in the city. They have worked with local businesses to plan and implement multiple large-scale operations at our local shopping centers. CET has also established a strong working relationship with the City's Homeless Solutions Team, San Bernardino County Probation, and other allied agencies.

DEPARTMENT/DIVISION

COMMUNITY SERVICES

FUND

GENERAL FUND

ORGKEY

101204

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	-	-	318	-	-
5802	Eyecare Reimbursement	259	-	-	-	-
5803	Clothing Allowance	-	-	803	-	-
	TOTAL SALARIES AND BENEFITS	259	-	1,121	-	-
	SERVICES					
6710	Special Contractual Services	18,613	55,547	55,547	35,486	36,550
6802	Info Tech Service Charges	129,465	114,053	114,053	184,950	191,115
	TOTAL SERVICES	148,078	169,600	169,600	220,436	227,665
	SUPPLIES					
7806	Promotional Supplies	5,708	6,767	6,767	6,970	7,179
	TOTAL SUPPLIES	5,708	6,767	6,767	6,970	7,179
	DIVISION TOTAL	**154,046**	**176,367**	**177,488**	**227,405**	**234,844**

Police
Special Services Bureau

Program Description:

The Redlands Police Department's Investigations Unit is responsible for conducting criminal investigations and unresolved field investigations. Following up on the initial efforts of Patrol and Community Service Officers, the Investigation Unit's mission is to identify and apprehend those responsible for the commission of various crimes, such as homicides, sexual assaults, robberies, burglaries, thefts, aggravated assaults, and to facilitate the recovery of stolen property. The Investigations Unit is also responsible for protecting the innocent and wrongfully accused. Criminal investigations include gathering information, interviewing parties, and collecting evidence. The arrests of offenders and recovery of stolen property are accomplished through the evaluation of crime trends and patterns, the identification and location of past and probable offenders, and the utilization of modern police technology and forensic sciences. By developing and maintaining active relationships with the RPD, other law enforcement agencies, social service organizations, local citizen groups, and the District Attorney's Office, the investigators successfully bring criminal cases to prosecution and conviction.

The Investigations Unit is comprised of the following:

- Violent Crimes: Responsible for homicides, rapes, assaults, robberies, hate crimes, and other acts of violence.
- Special Victims: Responsible for crimes against children, the disabled, and the elderly.
- Property Crime: Responsible for burglaries, fraud, identity theft, vehicle theft, and other theft-related crimes.
- Internet Crime Against Children (ICAC): Associated with the Los Angeles Police Department's ICAC Task Force and is responsible for investigating internet crimes against children. Reports are generated through the National Center for Missing and Exploited Children (NCMEC). NCMEC receives reports from electronic service providers and people who report directly on its website.
- Crime Analysis: Responsible for analyzing crime trends, series, and patterns to increase the department's ability to investigate and apprehend criminals, as well as control crime.
- Forensics Unit: Works closely with the Special Services and Patrol Services Bureaus, handling various types of calls, including sexual assault, homicide, and property crimes.
- Property and Evidence: Responsible for retaining and maintaining all property and evidence. They are also responsible for transporting evidence items for additional processing to the San Bernardino County Sheriff's Crime Lab.

Program Objectives:

- Investigate crimes to disposition, including arrest, prosecution, and conviction.
- Develop and implement strategies to address crime trends, patterns, and series.
- Train and educate patrol officers in specialized criminal investigations and procedures.

Significant Program Changes:

- A Sergeant position was reassigned from the department's Multiple Enforcement Team to the Investigations Unit to supervise within the Investigations Unit, ensuring better span of control.

Accomplishments:

- In January of 2024, a suspect had been stealing items from small businesses in the downtown area. In February, officers responded to a theft report at a downtown business and obtained video of the suspect. The suspect was located, arrested, and admitted to committing the thefts to a detective. The suspect wrote an apology letter to the businesses, and several items were recovered and returned.
- In June of 2024, a suspect entered the Redlands Ulta Beauty store and stole approximately $1,991.00 worth of beauty products. Detectives located the suspect in the City of Moreno Valley and took her into custody with the assistance of the CET team. It was also found that the suspect was responsible for various thefts at Ulta Beauty locations throughout Southern California, totaling 11 thefts with over $20,000 in loss.
- In July of 2024, officers responded to the home of the victim. The interior video surveillance showed a former in-home care provider walking around the interior of the victim's bedroom as she slept. The suspect searched through the drawers in the victim's bedroom. The suspect was identified, and within a few days, a search warrant was issued and served at her home, resulting in the collection of evidence. Officers located and arrested the suspect. As the investigation continued, information was developed that led to the discovery of another victim in the City of Upland.
- In August of 2024, officers responded to a missing person's report after a concerned neighbor located their missing neighbor's vehicle parked approximately half a mile away from their home. The circumstances regarding their disappearance were suspicious, and detectives became involved in the investigation. During an intensive canvass and search of the trailer park, a suspect called his family and admitted to killing his neighbors. An extended barricaded situation occurred at the location, and eventually, the suspect was arrested. Over the following several days, detectives, forensics, and the San Bernardino County Sheriff's Coroner's Office executed a search warrant at the residence and recovered the bodies of both victims. The District Attorney's Office personnel were also on scene and working closely with detectives to ensure a prosecutable case.
- In March of 2025, a search warrant was served in the City of Yucaipa involving a suspect who was downloading multiple Child Sexual Abuse Material (CSAM) files. While executing the search warrant, the suspect actively attempted to destroy the evidence; he was arrested and sent to jail. An analysis was conducted on a computer seized in the suspect's room, and evidence of CSAM was located.
- In March of 2025, eight storage units were burglarized. One suspect was linked to the crime through license plate data and surveillance in Winchester, CA. After tracking his vehicle and conducting physical surveillance, detectives arrested him for the crimes. A subsequent search of the suspect's residence uncovered identifying clothing and stolen property related to several Redlands cases. The investigation involved collaboration among multiple agencies.
- In April of 2025, a suspect punched the victim, causing a broken jaw during an altercation that occurred in a bar located downtown. A second suspect was also involved in the assault. Detectives located and arrested both suspects (in Banning and Beaumont) and obtained full confessions.
- In May of 2025, personnel from the Redlands Police Department set up a computer network system to investigate individuals distributing and soliciting CSAM on Peer 2 Peer (P2P) networks. In July 2025, the Investigations Unit, with the help of SWAT, MET, and several other outside agencies, executed a search warrant at a suspect's residence in Loma Linda. The suspect admitted to possessing and distributing CSAM in the P2P network and was booked into jail. His devices were seized pursuant to the warrant and analyzed. Over 1,000 images of CSAM were discovered on his devices.
- In May of 2025, several masked suspects forced entry through the rear door of the victim's residence. One suspect was armed with a handgun. One victim fell and was injured during the confrontation, and when the husband confronted them, the suspects fled. Through further investigation, several vehicles of interest and suspects were identified and arrested. The DA's

office filed multiple charges against the suspects, and they were discovered to have been part of a coordinated burglary crew targeting expensive homes in Southern California.

- In August of 2025, officers responded to a shooting at Union Ave. and Orange St. The victim was a 16-year-old student. Witnesses came forward and assisted with the identification of the shooter. A search warrant was executed in Fontana by RPD SWAT, resulting in the suspect's arrest.
- In September of 2025, detectives assisted the Traffic Unit with identifying and locating the suspect involved in a fatal vehicle crash. The Investigations Unit was engaged in surveillance and eventually developed information that the suspect vehicle was in the high desert. The Investigations Unit and CET members responded to Victorville, where the suspect vehicle was located in a driveway with damage consistent with the collision. The suspect was eventually located in the area and led detectives and SBSD deputies on a vehicle pursuit. He eventually stopped and was arrested without incident.
- In December 2025, officers responded to a report of a shooting in the 90 block of Kansas Street. Upon arrival, officers located a deceased male victim lying in his bed with apparent gunshot wounds. Family members and evidence located at the scene indicated the suspect was the victim's relative. Detectives carried out the investigation and, within four hours, located the suspect at an address in Calimesa. He was arrested for murder, and the case is pending.
- In December of 2025, a family had just arrived home when a vehicle drove past their residence, an occupant yelled an antisemitic slur and fired several shots at their Hanukkah decorations with an airsoft gun. Detectives took over the investigation and, through multiple investigative leads, identified and arrested the suspect during a search warrant in Yucaipa.

IRNET (Inland Regional Narcotics Enforcement Team):

Illegal narcotics and firearms seized:

- **Cocaine**
  2024 – 1,219 kilos
  2025 – 1,452.5 kilos
- **Fentanyl**
  2024 – 105 lbs.
  2025 – 103 lbs.
- **Methamphetamine**
  2024 – 7,341 lbs.
  2025 – 8,586 lbs.
- **Firearms**
  2024 – 176
  2025 – 103

Property and Evidence:

- Items logged into evidence: Approximately 3,000.
- Items sent to SBSD crime lab: Approximately 800.
- Items destroyed: Approximately 4,000.

Crime Analysis Unit

- Hosted, facilitated, and presented at the 2025 Crime Analysis Mapping Workshop in May of 2025.
- Completed and distributed approximately 120 flyers for Investigations Unit.
- Worked on 15 property case series involving outside agencies: Energy drink thefts, Home Depot thefts, Levi's thefts from various businesses, Stater Bros. thefts, Lego thefts, Golf Galaxy thefts, etc.
- Completed 75 case workups.
- Assisted with monitoring the various protests and demonstrations in our city.

- Coordinated with Lexis Nexis and the Training Unit to ensure in-person training was provided to personnel on the new Accurint Virtual Crime Center (AVCC).
- Hosted/planned the 2025 CCIAA State Conference in Palm Springs.
- Presented for various community events/organizations/and training events on crime trends or crime analysis: Rotary, ESRI Conference, PEACE Academy, CVP Meeting, Redlands High School Career Day, Citrus Valley Career Day, Organized Retail Crime Association; Florida, CA Crime and Intelligence Association 2026 Conference, and presented on behalf of the City of Redlands for representatives from Japan's Ministry of Land, Infrastructure, Transport and Tourism on how the police department is using geospatial technology.
- Recipient of the prestigious Steve Gottlieb Award at the 2025 California Crime and Intelligence Association state conference.

Forensics Unit

- Forensics assisted detectives with a 2021, child molestation investigation. During the investigation, forensic specialists located trace DNA on the victim's clothing which was later linked to the suspect. Additionally, shoe impressions recovered from the crime scene were analyzed and ultimately matched to the shoes worn by the suspect at the time of his arrest. The forensic evidence played a critical role in supporting the investigation and prosecution of the case. The trial concluded in January 2026, resulting in a verdict of life in prison without the possibility of parole.
- Forensics assisted detectives with a double homicide investigation. Forensic Specialists remained on scene alongside investigators for five days, assisting with the recovery and documentation of human remains and other critical evidence. During the processing of the scene DNA evidence was located on several objects within the crime scene. The forensic examination and subsequent laboratory results were instrumental in linking this evidence directly to the victims and supporting the investigation.
- Forensics assisted with a call involving the discovery of suspected human remains in a vacant lot at Tennessee Street and Lugonia Avenue. Forensic Specialists responded to the scene to document and process the evidence and worked in coordination with the San Bernardino County Sheriff's Coroner's Office. Through this collaboration, the remains were confirmed to be human.
- Forensics assisted detectives with a homicide investigation that occurred on Kansas Street during the week of Christmas in 2025. Forensic Specialists responded to the scene to document and process evidence, ensuring all items were properly photographed, collected, and preserved for further analysis. In addition, forensic personnel attended the autopsy to assist with documentation and the collection of additional evidentiary items in support of the ongoing investigation.

Digital Forensics Unit:

- Total devices worked (March 2024 – March 2026): 229.
- Types and quantity of devices: 99 cellphones, 28 external storage devices, 24 tablet devices, 20 USB devices, 20 DVR systems, 17 laptop computers, 12 desktop computers, 1 gaming console, and 8 miscellaneous electronic devices.
- 83 devices for Crimes Against Persons, 92 devices for Internet Crimes Against Children (ICAC), 13 devices for Special Victims Unit (SVU), 20 devices for Property Crimes, 12 devices for Patrol Services, 3 devices for Community Enforcement Team (CET), and 6 devices for Assist Other Department (AOD).
- Total cases worked: 70.
- Total amount of data extracted, previewed, or analyzed: 40.65 Terabytes.

DEPARTMENT/DIVISION

SPECIAL SERVICES

FUND | **ORGKEY**

GENERAL FUND | 101205

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	161	-	-	-	-
5401	Pension Contributions	46	-	-	-	-
5501	Social Security/Medicare	12	-	-	-	-
5802	Eyecare Reimbursement	300	-	-	-	-
	TOTAL SALARIES AND BENEFITS	519	-	-	-	-
	SERVICES					
6402	Travel Expense/Reimbursement	-	-	-	-	-
6701	Undercover Investigations	-	15,000	9,050	10,000	10,000
6703	Software Support/Development	11,510	9,296	9,296	32,625	33,442
6710	Special Contractual Services	-	5,123	-	-	-
6802	Info Tech Service Charges	91,387	80,508	80,508	130,553	134,905
	TOTAL SERVICES	102,897	109,927	98,854	173,178	178,347
	SUPPLIES					
7803	Chemical & Lab Supplies	1,652	3,785	3,785	2,000	2,059
7810	Special Departmental Supplies	8,880	9,050	15,000	9,322	9,601
	TOTAL SUPPLIES	10,532	12,835	18,785	11,321	11,661
	FIXED ASSETS					
8703	Computer Equipment	11,939	-	-	-	-
	TOTAL FIXED ASSETS	11,939	-	-	-	-
	DIVISION TOTAL	**125,887**	**122,762**	**117,639**	**184,499**	**190,007**

DEPARTMENT SUMMARY

FUND

GENERAL FUND

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
PATROL SERVICES	26,870,694	31,779,869	31,896,679	32,096,249	33,879,198
COMMUNICATIONS	2,616,818	3,151,183	3,714,085	3,452,378	3,676,087
SUPPORT SERVICES	10,454,783	8,416,196	7,923,830	7,654,928	7,721,793
COMMUNITY SERVICES	154,046	176,367	177,488	227,405	234,844
SPECIAL SERVICES	125,887	122,762	117,639	184,499	190,007
DEPARTMENT TOTAL	**40,222,228**	**43,646,376**	**43,829,721**	**43,615,459**	**45,701,929**

Police
Asset Forfeiture and Grants

Program Description:

The Redlands Police Department receives a portion of the value of assets seized during drug-related arrests. These funds are used to enhance personnel, equipment, and vehicles, in full compliance with the U.S. Department of Justice's Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies.

The department also actively pursues grants to support programs and initiatives, helping maintain and expand services that directly benefit the Redlands community.

Program Objectives:

Asset forfeiture supplements a variety of community drug and violence resistance programs.

Grants awarded and/or funded through the 2026-2027 fiscal year include, but not limited to:

- Bulletproof Vest Partnership Program
- San Manuel Grant to support Redlands Emergency Services Academy (RESA)
- OTS Selective Traffic Enforcement Grant
- Supplemental Law Enforcement Services Fund (SLESF) supplements part-time camera operators as well as purchasing specialized equipment and software for the department.
- Asset Forfeiture Fund supplements specialized equipment and software including ballistic armor, drones, and ammunition.
- Department of Alcoholic Beverage Control (ABC) – Alcohol Policing Partnerships (APP) Grant

DEPARTMENT/DIVISION

GOV\'T GRANTS - POLICE

FUND	**ORGKEY**
GRANTS	200202

OBJECT		**FY 2025 ACTUAL (AUDITED)**	**FY 2026 ADJUSTED BUDGET**	**FY 2026 12 MONTH ESTIMATED**	**FY 2027 CITY MANAGER RECOMMENDED**	**FY 2028 CITY MANAGER RECOMMENDED**
	SALARIES AND BENEFITS					
5101	Overtime Salaries	30,480	-	60,000	-	-
5102	Reimbursable Overtime	85,303	231,864	231,864	-	-
5501	Social Security/Medicare	-	558	558	-	-
5601	Deferred Compensation		-	-	-	-
5701	Health/Dental Insurance	-	-	-	-	-
5703	Disability Insurance	-	-	-	-	-
5704	Unemployment Insurance		-	-	-	-
5705	Life Insurance	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	115,783	232,422	292,422	-	-
	SERVICES					
6402	Travel Expense/Reimbursement	-	8,990	8,990	-	-
6403	Training	11,000	22,690	3,632	-	-
6708	Special Program Expenditures		320	320	-	-
6710	Special Contractual Services	13,465	98,017	114,875	-	-
6909	Subscriptions & Memberships	-	5,000	7,200	-	-
6912	Reimbursed Expenditures	52	-	-	-	-
	TOTAL SERVICES	24,517	135,017	135,017	-	-
	SUPPLIES					
7004	Uniform/Safety Clothing	5,349	-	3,124	-	-
7102	Small Tools & Equipment	19,032	23,962	-	-	-
7810	Special Departmental Supplies	53,714	42,023	65,985	-	-
7901	Non-Capital Expenditures	4,320	-	-	-	-
	TOTAL SUPPLIES	82,415	65,985	69,109	-	-
	FIXED ASSETS					
8501	Other Betterments/Improv	32,350	-	-	-	-
8706	All Other Equipment		46,594	46,594	-	-
	TOTAL FIXED ASSETS	32,350	46,594	46,594	-	-
	DIVISION TOTAL	**255,065**	**480,018**	**543,142**	**-**	**-**

DEPARTMENT SUMMARY

FUND

GRANTS

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
GOV\'T GRANTS - POLICE	255,065	480,018	543,142	-	-
DEPARTMENT TOTAL	**255,065**	**480,018**	**543,142**	**-**	**-**

DEPARTMENT/DIVISION

ASSET FORFEITURE

FUND | **ORGKEY**

ASSET FORFEITURE | 246200

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5101	Overtime Salaries	-	35,000	35,000	35,000	35,000
5501	Social Security/Medicare	-	508	508	-	-
	TOTAL SALARIES AND BENEFITS	-	35,508	35,508	35,000	35,000
	SERVICES					
6510	Other Insurance	-	882	882	882	882
6703	Software Support/Development	20,759	279,135	279,135	25,000	25,000
6704	Community Grant Award	855	855	630	1,000	800
6710	Special Contractual Services	3,432	14,500	14,500	14,500	14,500
	TOTAL SERVICES	25,046	295,372	295,147	41,382	41,182
	SUPPLIES					
7004	Uniform/Safety Clothing	-	6,048	6,048	6,048	6,048
7805	Weapons & Ammunitions	-	15,000	15,000	15,000	15,000
7810	Special Departmental Supplies	52,518	110,000	110,000	110,000	110,000
	TOTAL SUPPLIES	52,518	131,048	131,048	131,048	131,048
	FIXED ASSETS					
8706	All Other Equipment	58,124	-	-	-	-
8801	Capital Lease	-	-	-	250,473	-
	TOTAL FIXED ASSETS	58,124	-	-	250,473	-
	DIVISION TOTAL	**135,688**	**461,928**	**461,703**	**457,903**	**207,230**

DEPARTMENT SUMMARY

FUND

ASSET FORFEITURE

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
ASSET FORFEITURE	135,688	461,928	461,703	457,903	207,230
DEPARTMENT TOTAL	**135,688**	**461,928**	**461,703**	**457,903**	**207,230**

DEPARTMENT/DIVISION

SUPPLEMENTAL LAW ENFORCEMENT

FUND

SUPPLEMENTAL LAW ENF SERVICES

ORGKEY

249200

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5002	Salaries: Part-Time	-	125,558	125,558	114,280	114,280
5501	Social Security/Medicare	-	-	-	-	-
5704	Unemployment Insurance	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	-	125,558	125,558	114,280	114,280
	SERVICES					
6703	Software Support/Development	240,061	110,000	230,000	188,000	188,000
6710	Special Contractual Services	-	25,000	-	-	-
	TOTAL SERVICES	240,061	135,000	230,000	188,000	188,000
	FIXED ASSETS					
8801	Capital Lease	-	-	-	200,473	-
	TOTAL FIXED ASSETS	-	-	-	200,473	-
	DIVISION TOTAL	**240,061**	**260,558**	**355,558**	**502,753**	**302,280**

DEPARTMENT SUMMARY

FUND

SUPPLEMENTAL LAW ENF SERVICES

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
SUPPLEMENTAL LAW ENFORCEMENT	240,061	260,558	355,558	502,753	302,280
DEPARTMENT TOTAL	**240,061**	**260,558**	**355,558**	**502,753**	**302,280**

Fire

Mission Statement:

The Redlands Fire Department envisions itself as a forward-thinking organization that sets the standard for public safety in the community. Our services will be synonymous with excellence, recognized as embodying "The Redlands Way."

Our mission is to deliver a secure, proficient, and respectful team dedicated to surpassing the expectations of both our community and our organization. Guided by our credo Protect, Perfect, Persevere, we are committed to safeguarding lives and property, continuously improving our operations, and remaining resilient in the face of evolving challenges.

This mission necessitates our members to be part of a skilled, proactive, all-encompassing fire department committed to "Preserving the Past and Protecting the Future" of those under our care. Upholding the core values of honor, loyalty, pride, and courage, we will strive toward the principles of compassion, respect, efficiency, and innovation. We will also leverage emerging technologies and strategic partnerships to enhance service delivery, improve situational awareness, and remain at the forefront of modern fire service practices.

Departmental Goals:

- Secure funding for design, engineering, and construction for the relocation of Fire Station 264.
- Leverage technology and partnerships to drive innovation in emergency response and service delivery, including the use of drones, real-time information systems, and centralized data gathering to support both internal operations and external stakeholders.
- Provide adequate staffing levels to meet and sustain service standards for both city services and public safety.
- Expand and enhance the department’s fuels reduction program by continuing to implement and grow multiple projects aimed at reducing wildfire risk, improving defensible space, and strengthening community resilience through strategic planning and partnerships.
- Continue allocating funds for the development of emergency response and mitigation plans, while also expanding community outreach and education efforts focused on emergency preparedness.

Fire
Administrative Services

Division Description:

Fire Administration provides general department oversight, monitors effectiveness of current programs, determines future needs of the department, and develops plans of action to achieve departmental goals. Fire Administration provides support to all Fire Department divisions, as well as four separate fire stations throughout the city. This Division consists of the Fire Chief, Deputy Fire Chief of Operations, an Administrative Battalion Chief, a Management Analyst, two Senior Administrative Assistants, and Administrative Assistant II.

Division Objectives:

- Maintain fiscal discipline, monitor the budget, and uphold a high level of service for Redlands residents.
- Restructure office staff functions, responsibilities, and procedures to enhance efficiency and productivity.
- Develop, administer, and manage personnel policies and procedures for department personnel.
- Oversee department contracts, agreements for programs and services, and partnerships with other fire agencies.
- Process, administer, and track mutual aid reimbursements from CalOES, the Department of U.S. Forestry, and CalFire.
- Administer grants agreements, projects, reimbursements, and grant closeouts; actively seek grant opportunities to supplement departmental expenditures.
- Monitor Opioid settlement funding for the Fire Department's initiatives to address the Opioid epidemic in the Redlands community.

Fire Suppression Division

Program Overview:

The Fire Suppression Division, under the leadership of the Deputy Chief, is supported by the Administrative Battalion Chief. With 57 dedicated personnel responsible for frontline operational duties, the department operates four 3-person engines, a 4-person ladder truck, a 2-person paramedic squad, and one Battalion Chief per 24-hour shift. In 2025, the Fire Suppression Division responded to approximately 11,669 individual emergencies.

Redlands Fire Suppression personnel manage the following programs:

- *Arson Program*: Implements education, investigation, and community engagement to prevent and combat arson. Through outreach, enforcement, data analysis, and partnerships, it aims to raise awareness, prosecute perpetrators, and enhance fire safety measures, fostering a safer environment for all community members.
- *California Incident Command Certification System (CICCS)*: The California Incident Command Certification System is a cooperative effort between the State Fire Marshal's Office and the Governor's Office of Emergency Services. This program standardizes training for wildland firefighting and certifies that individuals have been trained and hold a minimum level of competency (Cal-Fire, OES, County Fire Chiefs, NWCG FireScope).
- *Ladder Testing & Maintenance*: Testing, repair, and ongoing maintenance of ground ladders used by firefighters (NFPA 1932, OSHA).
- *Redlands Emergency Services Academy (RESA)*: A mutual partnership between Redlands Fire and Police Departments, Crafton Hills College, Redlands Unified School District, and COMPACT to offer new graduates of Redlands high schools the opportunity to experience first-hand the duties of police officers and firefighters (Crafton Hills Community College).
- *Rope/Technical Rescue Training*: This is a multifaceted program that deals with the use of rope to rescue civilians as well as firefighters. A rope is a versatile tool that can aid search teams in locating victims, provide egress in self-rescue, and raise/lower teams to provide rescue from precarious locations. The main areas of focus for this program are LARRO (Low Angle Rope Rescue Operational), Aerial Ladder rescue, Personal escape device (self-rescue rope), and Vertical rescue (CSFM, CAL-OSHA).
- *CONFIRE Operations Committee*: This is a multi-agency committee tasked with identifying and addressing needs and issues, reviewing new products for departments and the region, resource deployments, move-ups, resource availability, response times, response plans, computer-aided dispatch, and other logistical and communications issues.
- *CONFIRE Support Committee*: The CONFIRE Support Committee provides technical expertise and knowledge. They evaluate, vet, and coordinate with the Operations Committee on new product implementation and provide technical input to challenges or issues with communications and CAD equipment.
- *Personal Protective Equipment Program (PPE)*: The PPE program is responsible for the supply cache inventory, specifications, and warranties of purchased PPEs, and tracking of issued equipment.
- *National Fire Incident Reporting System*: The National Fire Incident Reporting System (NFIRS) is a reporting standard that fire departments use to uniformly report on the full range of their activities, from fire to Emergency Medical Services (EMS) to severe weather and natural disasters.

- *Explorer Program/ Explorer Post 261*: In conjunction with the Boy Scouts of America, this program is designed to assist those between the ages of 15 and 21 in preparing for careers in the fire service. Additionally, Explorers are utilized in many support functions within the department. Active members of Post 261 participate in group physical fitness, receive classroom and hands-on training, and are involved in community events and projects. Fire Explorers learn firefighting skills, hose lays, ladders, basic first aid and patient care, wildland firefighting, vehicle extrication, and the use of firefighting tools and equipment.
- *Fit Testing/ N95/ P100 Tuberculosis Mask Fit Program*: This is an OSHA-required program that requires all personnel who wear Respiratory Equipment to be fit-tested annually. This ensures proper fit and seal and limits exposure to toxic atmospheres. Title 8 annual fit testing of N-95 mask users is done to maintain compliance with the California Code of Regulations (OSHA 1910.134, California CCR Title 8, CCR).
- *Fleet Management*: The coordination of maintenance and repair of apparatus and equipment.
- *Hazardous Materials Program*: Manages hazardous material incidents through training, response coordination, and risk assessment. Collaborates to enhance preparedness and safeguard lives, property, and the environment from chemical threats, ensuring community safety and effective response to hazardous material-related incidents.
- *Hose Testing and Repair*: All fire hose within the department is tested annually. This program oversees over 60,000 feet of various-sized diameter hoses and ensures an adequate inventory is kept meeting the needs of our department.
- *Safe Surrender*: As set forth under the Safely Surrendered Baby Law of 2006, this program allows mothers to drop off babies under 72 hours old at a Fire Station without any question. This very important program helps deter abandoning newborns (CFCA).
- *Standard Operating Procedures (Lexipol)*: Management of this crucial program provides for the continuous updating and development of SOPs related to the operations of the department.
- *Swiftwater Rescue*: Personnel assigned to this program have all been trained to the technician level, can train others, and are responsible for maintaining equipment inventories and serviceability.
- *Health and Wellness Program*: This program is a joint management and employee association program based on the International Association of Fire Chiefs and International Association of Firefighters Wellness-Fitness Initiative (WFI) to improve the health and fitness of firefighters. Adopted in 2004, it helps reduce the risk of injury and illness and maintains a healthy and fit workforce (IAFC, IAFF).
- *Respiratory/SCBA Program*: Personnel assigned to this program ensure that all regulations, maintenance, and upgrading of fixed, mobile, and self-contained breathing systems are met. There are numerous federal, state, and local requirements and regulations that guide this program (NIOSH, NFPA, OSHA, CAL_OSHA, ANSI).
- *Pump Testing*: National Fire Protection Association Standard 1911 mandates fire apparatus pumps must be tested on an annual basis (NFPA 1911, Insurance Services Organization).

Program Objectives:

- Suppress structural, wildland, urban interface, vehicle, and other fires as necessary to ensure the health and safety of the community.
- Provide emergency medical services to the ill and injured.
- Conduct technical search, rescue, and recovery activities within the City of Redlands or as requested on a mutual aid basis.
- Respond to, contain, and oversee mitigation of hazardous materials incidents.
- Conduct in-service training in support of the knowledge, skills, and abilities required to respond in a safe and proficient manner.
- Support logistical and administrative functions as required to ensure the proper equipping, training, operations, and safety of the members of the Redlands Fire Department.

Accomplishments for Fiscal Years 2025-2026:

- Completed the comprehensive remodel of Fire Station 262, delivering a modern facility that supports emergency operations and strengthens service reliability, firefighter preparedness, and long-term public safety infrastructure.
- Expanded wildland fire suppression capabilities through the acquisition of a new water tender and brush engine, significantly increasing suppression effectiveness and enhancing community protection.
- Installed high-speed folding doors on fire station apparatus bays, improving facility security and enabling rapid deployment for emergency response.
- Finalized and integrated specialized command build-outs into frontline Battalion Chief vehicles, equipping Chief Officers with advanced technology to strengthen leadership and optimize incident management during complex events.
- Modernized communications infrastructure by transitioning to NFPA-compliant 800 MHz portable radios, replacing outdated equipment and significantly improving firefighter safety and interoperability with partner agencies.
- Initiated architectural design and planning for Fire Station 263 improvements, including critical restroom renovations and replacement of an outdated generator with a modern unit to ensure continued operations during power interruptions.

DEPARTMENT/DIVISION

FIRE SUPPRESSION

FUND

GENERAL FUND

ORGKEY

101250

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	6,202,164	6,443,962	6,443,962	6,879,865	7,364,014
5002	Salaries: Part-Time	-	-	9,940	-	-
5003	Labor Code Sec 4850	214,347	50,000	50,000	50,000	50,000
5005	Vacancies	-	-	-	(414,777)	(417,319)
5101	Overtime Salaries	437,388	400,000	400,000	400,000	400,000
5102	Reimbursable Overtime	636,648	700,000	600,000	700,000	700,000
5103	Constant Staffing	1,727,156	2,000,000	1,800,000	1,800,000	1,800,000
5202	Holiday Pay	215,617	-	129,784	352,490	352,490
5203	Bonus	5,230	5,743	5,743	5,585	5,585
5204	Accrual Payout	188,664	-	47,491	64,996	64,996
5301	Banked Leave Buy Back	134,919	603,560	426,285	133,284	133,284
5401	Pension Contributions	5,151,770	5,976,376	5,976,376	6,439,780	6,779,579
5501	Social Security/Medicare	151,716	127,989	127,989	118,524	119,055
5601	Deferred Compensation	404,082	174,297	174,297	185,937	186,416
5701	Health/Dental Insurance	1,007,767	1,035,545	1,035,545	1,000,776	1,004,256
5702	Workers' Comp Insurance	140,501	145,390	145,390	137,161	140,783
5703	Disability Insurance	86,023	73,182	73,182	75,906	76,130
5704	Unemployment Insurance	2,697	18,033	18,033	18,033	18,033
5705	Life Insurance	2,633	2,618	2,618	2,623	2,623
5802	Eyecare Reimbursement	3,594	1,200	2,500	900	900
5803	Clothing Allowance	45,785	46,335	46,335	46,335	46,335
5903	Other Taxable Benefits	3,632	2,700	2,700	8,633	8,633
5904	Tuition Reimbursement	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	16,762,333	17,806,930	17,518,170	18,006,051	18,835,794
	SERVICES					
6005	License & Permits	1,144	7,000	7,000	7,000	7,000
6102	Legal Services	4,098	10,000	500	10,000	10,000
6105	Medical/Physicals	131	11,500	6,000	8,000	8,000
6106	Other Professional Services	38,719	20,500	30,000	20,000	20,000
6304	Telephone	15,735	16,500	16,500	16,500	16,500
6401	Meeting & Prof Development	3,441	5,500	11,000	6,000	6,000
6402	Travel Expense/Reimbursement	32,422	26,500	29,500	30,000	32,000
6403	Training	70	9,000	9,000	7,000	7,000
6510	Other Insurance	-	-	967	-	-
6601	Postage	4,915	3,000	3,000	3,000	3,000
6702	Fingerprinting	-	500	-	500	500
6703	Software Support/Development	23,460	8,500	15,623	18,000	19,050
6710	Special Contractual Services	303,640	339,500	397,500	590,000	620,000
6712	Landfill Tipping Charges	-	-	533	-	-
6802	Info Tech Service Charges	327,471	288,486	288,486	348,000	359,600
6803	City Garage Charges	1,191,859	1,236,500	1,008,546	852,339	739,520
6901	Printing and Binding	530	2,500	3,000	3,000	2,500
6902	Advertising	1,000	2,500	1,000	2,500	2,500
6905	Clothing and Linen Rent	22,202	24,500	26,000	26,000	27,000
6906	Office Equip & Furn Rent	1,659	5,000	2,700	5,000	5,000
6907	Comms Service & Rental	586,765	669,518	650,518	980,000	1,100,000

DEPARTMENT/DIVISION

FIRE SUPPRESSION

FUND

GENERAL FUND

ORGKEY

101250

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6908	Other Rentals	531	5,500	5,500	5,500	5,500
6909	Subscriptions & Memberships	8,188	7,200	9,500	7,200	7,200
6910	Labor	35,000	14,000	14,000	10,000	-
6912	Reimbursed Expenditures	156,396	-	-	-	-
	TOTAL SERVICES	2,759,376	2,713,704	2,536,373	2,955,539	2,997,870
	SUPPLIES					
7001	Books & Supplies	-	500	500	500	500
7002	Office Supplies	7,565	11,000	11,000	9,500	9,500
7003	Awards/Recognition Prgm	1,169	4,000	4,000	4,000	4,000
7004	Uniform/Safety Clothing	101,304	135,000	117,000	127,500	127,500
7005	Photo & Copying Supplies	-	2,500	2,500	2,500	2,500
7101	Office Equipment & Furniture	3,039	15,000	33,000	15,000	15,000
7102	Small Tools & Equipment	25,186	40,000	40,000	35,000	35,000
7201	Hardware Maint/Replace	203	7,000	3,000	5,000	5,000
7203	Office Equipment Maintenance	49	500	500	500	500
7204	Building/Grounds Maintenance	42,482	40,500	40,500	35,500	35,500
7205	Machinery & Equip. Maint.	14,043	24,700	24,105	21,700	21,700
7206	Vehicle Maintenance	1,161	3,405	6,000	5,000	5,000
7208	Repair/Maintenance Supplies	916	12,500	12,500	8,500	8,500
7209	Janitorial Supplies	18,331	22,000	22,000	22,000	22,000
7211	Computer Components	5,708	6,500	6,500	5,000	5,000
7213	Motor Vehicle Supplies	1,068	4,500	4,500	4,500	4,500
7804	Medical Supplies	-	4,500	4,500	4,500	4,500
7807	Food	10,008	6,500	6,500	6,500	6,500
7810	Special Departmental Supplies	291,315	117,959	127,959	115,000	197,500
7901	Non-Capital Expenditures	9,000	-	-	-	-
	TOTAL SUPPLIES	532,548	458,564	466,564	427,700	510,200
	FIXED ASSETS					
8301	Construction In Progress	1,678,840	-	-	-	-
8501	Other Betterments/Improv	-	217,553	151,553	-	-
8503	Building Const/Improv	-	490,205	526,740	900,000	-
8704	Motor Vehicles	121,104	1,131,773	1,601,773	400,000	-
8706	All Other Equipment	685,255	481,632	231,632	-	-
8801	Capital Lease	(9,568)	298,619	376,677	205,990	205,990
	TOTAL FIXED ASSETS	2,475,631	2,619,782	2,888,374	1,505,990	205,990
	DEBT SERVICE					
9001	Principal	102,893	108,966	108,970	115,495	122,409
9002	Principal - Lease	48,269	-	-	-	-
9101	Interest	211,958	205,885	205,880	199,356	192,442
9102	Interest - Lease	2,642	-	-	-	-
	TOTAL DEBT SERVICE	365,762	314,851	314,851	314,851	314,851
	DIVISION TOTAL	**22,895,651**	**23,913,831**	**23,724,332**	**23,210,131**	**22,864,704**

Fire
Community Risk Reduction Division

Program Description:

This division operates under the direction of the Fire Chief and consists of the Fire Marshal, one Deputy Fire Marshal, two Fire Prevention Inspectors, and one Administrative Assistant II. Operating under the guidelines of the California Fire Code (CFC) as adopted by the State of California and the City of Redlands, the Community Risk Reduction Division provides an all-hazards approach to life and fire safety, safeguarding the community from fire and other hazards through education, engineering, enforcement, evaluation, and analysis.

Redlands Community Risk Reduction Division manages the following programs:

- Code management and policy development relating to life and fire safety
- Construction document reviews for all new and improved buildings and structures throughout the City
- New construction inspection and acceptance testing of fire protection
- State-mandated annual and routine fire inspections of existing multi-family apartment buildings, hotels & motels, educational facilities, commercial and industrial buildings, and facilities as well as the systems, processes, and uses within these buildings
- Code enforcement activities involving imminent life and fire safety hazards and vegetation management
- Public education and information
- Community risk reduction initiatives

Program Objectives:

- Provide a review of development projects related to the model construction codes and standards
- Conduct and enforce the California Fire Code and related safety regulations, as adopted by the City of Redlands
- Authorize issuance of operational permits related to systems, processes, and uses as defined in the California Fire Code
- Conduct routine life and fire safety inspections
- Direct the Vegetation Management Program that protects life and property through defensible space and fire-wise strategies
- Provide logistical support for major emergencies through disaster and emergency incident management
- Oversee special events to ensure proper safety (assemblies, fireworks, etc.)
- Organize community risk reduction initiatives for the identified hazards in the City of Redlands
- Serve as fire safety subject matter experts for City Council and City Commissions.
- Represent the City of Redlands regionally and nationally through public safety professional development and industry advisory opportunities.

Significant Program Changes:

- Adopted the updated 2025 California Fire Code and California Wildland-Urban Interface Code with City of Redlands local amendments.
- Adopted the California Department of Forestry & Fire Protection/State Fire Marshal Fire Hazard Severity Zone 2025 Maps Updates.
- Revised guidelines to align with 2025 Code Updates to assist project stakeholders effectively navigate the new development and Fire plan review process.
- Established online scheduling for fire inspections improving customer access and convenience.

Accomplishments for Fiscal Years 2025-2026:

- Completed State mandated fire inspections for all hotels, motels, and schools.
- Completed 2,232 construction document plan reviews.
- Completed 5,014 new construction inspections.
- Performed 620 routine fire inspections.
- Conducted 1,492 vegetation management inspections.
- Created City's Community Fire Protection Plan to enhance wildfire preparedness and mitigation programs.
- Coordinated installation of a new AlertCalifornia Wildfire Detection Camera unit for the Live Oak Canyon area.
- Established agreement with CAL FIRE to bolster wildfire fuels management program.
- Hosted inaugural Business Emergency Resilience Training (BERT) workshops on topics including wildfire preparedness, fire protection system & utility safety, as well as disaster resiliency.
- Attended professional development opportunities hosted by regional Fire Prevention Officer Associations and at the National Fire Academy.

Goals for Fiscal Years 2027-2028:

- Establish an online construction permit application and intake portal to improve customer experience for contractors and community members.
- Prepare and deliver proactive community risk reduction initiatives to help reduce identified risks for the business and residential communities.
- Support Firewise and similar community-led safety designations to maximize return on investment strategies.
- Maintain and expand intergovernmental and public sector safety partnerships with stakeholders including Southern California Edison, California Department of Transportation, Redlands Conservancy, Union Pacific Railroad, and regional Water Districts.
- Revise the routine fire inspection and operational permitting program to align with industry standards based on life, property, and environmental risks assessments reflected in NFPA 1730.
- Maintain and expand Community Risk Reduction staff specialized certifications for their positions from California State Fire Marshal, International Code Council, and related recognized professional organizations. Ensure all certifications remain current with the Continuing Education requirements.

DEPARTMENT/DIVISION

COMMUNITY RISK REDUCTION

FUND

GENERAL FUND

ORGKEY

101251

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	449,174	535,435	535,435	568,704	615,931
5005	Vacancies	-	-	-	(20,184)	(20,530)
5101	Overtime Salaries	3,813	10,000	10,000	15,000	15,000
5202	Holiday Pay	11,309	-	6,661	-	-
5204	Accrual Payout	4,102	-	-	2,442	2,442
5301	Banked Leave Buy Back	-	3,023	3,023	4	4
5401	Pension Contributions	128,064	157,232	157,232	153,917	157,882
5501	Social Security/Medicare	35,359	40,289	40,289	41,833	42,854
5601	Deferred Compensation	6,509	9,659	9,659	9,659	9,659
5701	Health/Dental Insurance	83,411	96,056	96,056	86,589	86,778
5702	Workers' Comp Insurance	13,694	14,170	14,170	11,885	12,199
5703	Disability Insurance	1,861	2,406	2,406	3,056	3,152
5704	Unemployment Insurance	391	2,170	2,170	2,170	2,170
5705	Life Insurance	284	315	315	316	316
5802	Eyecare Reimbursement	159	1,500	1,500	1,500	1,500
5803	Clothing Allowance	4,100	6,050	6,050	6,650	6,650
5903	Other Taxable Benefits	225	1,500	1,500	750	750
5904	Tuition Reimbursement	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	742,454	879,805	886,466	884,291	936,757
	SERVICES					
6106	Other Professional Services	760	10,000	10,000	6,000	6,000
6304	Telephone	8,309	5,000	8,000	8,500	9,000
6401	Meeting & Prof Development	550	2,400	2,400	2,500	2,400
6402	Travel Expense/Reimbursement	1,902	6,000	6,000	6,000	6,000
6403	Training	4,627	20,000	20,000	9,000	9,000
6601	Postage	-	1,500	1,500	1,500	1,500
6703	Software Support/Development	990	8,000	8,000	8,000	8,000
6708	Special Program Expenditures	91	-	-	-	-
6710	Special Contractual Services	55,103	60,000	50,000	80,000	80,000
6712	Landfill Tipping Charges	1,311	-	5,977	-	-
6802	Info Tech Service Charges	38,078	33,545	33,545	54,397	56,210
6901	Printing and Binding	1,871	2,500	2,500	2,500	2,500
6902	Advertising	1,746	3,500	3,500	3,500	4,000
6907	Comms Service & Rental	60,264	69,645	69,645	-	-
6908	Other Rentals	-	-	32	-	-
6909	Subscriptions & Memberships	1,474	3,350	3,350	3,500	3,500
	TOTAL SERVICES	177,079	225,440	224,449	185,397	188,110
	SUPPLIES					
7001	Books & Supplies	185	5,000	5,000	5,000	5,000
7002	Office Supplies	748	5,500	5,500	4,000	4,000
7003	Awards/Recognition Prgm	-	1,500	1,500	1,500	1,500
7004	Uniform/Safety Clothing	1,852	12,000	12,000	7,000	7,000
7005	Photo & Copying Supplies	1,244	1,000	1,000	1,000	1,000
7101	Office Equipment & Furniture	594	2,500	2,500	2,500	2,500
7102	Small Tools & Equipment	3,415	5,000	5,000	5,000	5,000
7201	Hardware Maint/Replace	18	7,000	7,000	7,000	7,000

DEPARTMENT/DIVISION

COMMUNITY RISK REDUCTION

FUND

GENERAL FUND

ORGKEY

101251

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7204	Building/Grounds Maintenance	-	5,000	3,000	3,000	3,000
7205	Machinery & Equip. Maint.	-	2,000	2,000	2,000	2,000
7211	Computer Components	83	3,000	3,000	3,000	3,000
7807	Food	444	3,000	3,000	3,000	3,000
7810	Special Departmental Supplies	8,703	6,000	6,000	6,000	6,000
	TOTAL SUPPLIES	17,285	58,500	56,500	50,000	50,000
	DIVISION TOTAL	**936,818**	**1,163,745**	**1,167,415**	**1,119,688**	**1,174,867**

Redlands Fire Department
Training Program

Program Description:

This division operates under the direction of the Deputy Chief and consists of one Shift Battalion Chief and is supported by three Shift Captains. This team is responsible for all aspects of developing, implementing, and documenting training strategies and exercises while meeting local, state, and federal requirements. This Division provides training and proficiency drills in various areas such as fire suppression, emergency medical care, infection control, hazardous materials response, technical rescue, water rescue operations, and wildland-urban interface fire suppression. The Training Division is also responsible for identifying individual and department level training needs to ensure we meet the challenges and needs of the community we serve.

The Training Division manages the following programs:

- *California Firefighter Joint Apprenticeship Program:* An apprenticeship program which parallels the State Board of Fire Service and the National Fire Protection Association Standards (California Firefighter Joint Apprenticeship Committee – CAL-JAC).
- *Engineer/Captain Certification:* Engineer and Captain Certification programs provide an in house, on-duty approach to developing personnel in the skills and experience necessary to become an Engineer and Captain.
- *Recruit Firefighter Testing Program:* Development, implementation, and delivery of entry level tests.
- *Crafton Hills College Reimbursement Program ISA:* Registration of fire department personnel, tracking and documentation of approved training hours, and participation in annual site visits by program administrator.
- *SBCTOA:* Maintain participation in the San Bernardino County Training Officers Association (SBCTOA). Ensuring that departmental training is collaborative and interoperable within our area of operation and response.

Program Objectives:

- Administer and ensure all minimum mandated training is provided for all members of the Fire Department.
- Ensure that each Company/Individual completes an average of 20 hours training per person per month.
- Compile and maintain training records for all field operational personnel.
- Conduct regularly scheduled performance standard drills to enhance individual skills. This includes Fire Company functions and multi-company coordination for emergency application, including technical training, team training, officer training programs, and specialized equipment training.
- Schedule and conduct mandated Hazardous Materials First Responder training.
- Schedule and conduct mandated Wildland Fire Training.
- Submit Monthly CFFJAC (California Fire Fighter Joint Apprenticeship Committee) reports.
- Submit semester training hours, training documentation, department student rosters, and coordinate site visits with Crafton Hills Community College.
- Conduct Pre-Fire Planning and Industrial Facility Tours for personnel.
- Conduct single and multi-company training with Fire Departments throughout the region.
- Ensure succession training needs are met for all positions within the department.
- Schedule additional training as mandated by federal and state requirements.
- Coordinate recruitment and promotional manipulative examinations.

- Manage training materials at Fire Stations (i.e., training manuals, new textbooks & videos, accident/investigation reports from Firefighter injury or Fatality incidents, etc.)

Accomplishments for Fiscal Years 2025-2026:

- 19,031 Total Training Hours: Achieved full compliance with State and Federal mandates through the delivery of 19,031 total training hours. This represents a significant commitment to professional development, with personnel averaging 317 training hours during 2025.
- Infection Control Training: Executed specialized training in infection control, bloodborne pathogens, and disease prevention. This proactive approach underscores the Department's commitment to mitigating occupational health risks and ensuring personnel safety.
- Firefighter Rescue & Survival: Conducted comprehensive, multi-company drills focused on high-stakes rescue operations. Training emphasized Rapid Intervention Crew (RIC) proficiency and the strategic command of Mayday events, utilizing the K-Mart facility and Crafton Hills College for realistic operational environments.
- Confined Space Rescue Awareness: Delivered departmental training on confined space operations, emphasizing OSHA regulatory compliance and technical rescue competencies. The curriculum focused on critical incident command roles necessary for managing these high-risk scenarios.
- Technical Rope Rescue: Integrated specialized rope rescue training with the deployment of new technical equipment. These sessions focused on maintaining the manipulative skills required for high-risk, low-frequency rescue operations.
- Wildland Firefighter Training: Completed wildland fire training in accordance with CICCS requirements. To address the complexities of wildland interface operations, training was conducted through a collaborative framework involving Cal Fire, Crafton Hills College, and the SBCTOA.
- Tractor Drawn Aerial (TDA): Continued training on the TDA to enhance skillsets, with the new curriculum now fully integrated into the annual training cycle.
- Officer Certification & Succession Planning: Continued to enhance the Engineer and Captain Candidate Certification programs to provide structured, on-duty professional development. These initiatives create a sustainable internal succession path, preparing personnel for future leadership roles within the Department.
- Promotional Examinations: Prepared and administered promotional exams. The process utilizes industry-validated benchmarks to identify and rank candidates, ensuring the Department's leadership tier remains high-performing and mission-ready.
- Regional Collaboration & External Testing: Strengthened regional partnerships by deploying Battalion Chiefs, Captains, and Engineers to serve as proctors for neighboring agencies' promotional exams. These efforts facilitate inter-agency networking and the exchange of critical operational intelligence.

Training Courses Attended for Fiscal Years 2025-2026:

- Rio Hondo Regional Truck Academy: Completed a rigorous, two-week residency specializing in advanced truck company operations. The curriculum provided mastery in high-stakes disciplines, including Rapid Intervention Crew (RIC) tactics, firefighter survival, and complex high-rise fire operations.
- Advanced Swiftwater Rescue: Facilitated participation in a 40-hour technical rescue program in Northern California. This intensive course utilized high-velocity waterways and lifelike scenarios to develop advanced proficiency in hydraulic rescue strategies and specialized equipment deployment.
- State Fire Instructor Certification: Continued to meet CSFM requirements for personnel to become certified State Fire Instructors. This investment establishes a sustainable internal framework to validate departmental training against state-recognized benchmarks.

- Peer Support & Behavioral Health: Enhanced the Department's Peer Support cadre through advanced clinical coursework. These sessions prepared members to provide critical intervention and support for personnel navigating occupational mental health challenges and trauma.
- Fire Arson & Origin/Cause Investigation: Continued CSFM-aligned investigator certification pathways. Training emphasized scientific methodologies for origin and cause determination, fostering improved forensic collaboration with the Redlands Police Department (RPD).
- Advanced Auto Extrication Practicum: Completed a specialized three-day intensive course in Corona focused on complex vehicle stabilization. Personnel gained technical mastery in utilizing hydraulic systems to manage multi-vehicle collisions and unconventional extrication scenarios, significantly enhancing field operational capabilities.

Training Goals for Fiscal Year 2027-2028:

- Professional Development & Operational Readiness: Prioritize personnel attendance in advanced training programs that align with departmental objectives. This strategic focus ensures continuous enhancement of emergency response capabilities, career progression, and the cultivation of a robust instructor cadre.
- Strategic Succession Planning: Continue the systematic development of personnel for leadership advancement. A primary objective is the implementation of a Professional Development Guide, designed to provide members with a clear roadmap for career aspirations while ensuring the Department maintains elite service delivery through proactive preparation.
- Fiscal Optimization & Reimbursement: Sustain active participation in training reimbursement frameworks, including the Instructional Service Agreement (ISA) with Crafton Hills College and Cal-JAC. These programs are essential for capturing external revenue, effectively offsetting training expenditures for both the City and the Department.
- Internal Instructional Capacity: Advance the initiative to meet CSFM State Fire Instructor requirements for department personnel. Internalizing this certification capability will allow the Department to issue state-recognized credentials locally, significantly reducing long-term training costs and providing a formal mechanism for curriculum validation.
- Integrated Tactical Response: Maintain and expand strategic partnerships with the Redlands Police Department (RPD) and Redlands Unified School District (RUSD) for unified active shooter and hostile event training. These joint exercises are critical for synchronizing inter-agency roles and ensuring a cohesive response to high-threat incidents.
- Regional Interoperability: Preserve strong engagement with neighboring fire agencies through consistent regional training. This commitment ensures seamless technical interoperability and a unified command structure during large-scale mutual aid responses.
- Strategic Facility Partnerships: Formalize an agreement with Crafton Hills College (CHC) for the utilization of their training tower. While the Department pursues a long-term municipal solution, this partnership provides an immediate, mutually beneficial environment for essential manipulative skills training.
- Fire Training Facility Development: Initiate foundational research and master planning for a dedicated Redlands Fire Department Training Facility. Establishing a permanent site is a critical requirement for meeting National and State training mandates, including Live Fire operations—that currently cannot be accommodated within the city's existing infrastructure.

DEPARTMENT/DIVISION

FIRE TRAINING

FUND

GENERAL FUND

ORGKEY

101252

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6106	Other Professional Services	-	5,250	2,250	6,000	6,500
6401	Meeting & Prof Development	990	8,000	8,000	5,000	5,000
6402	Travel Expense/Reimbursement	8,480	8,000	8,000	10,000	10,000
6403	Training	10,606	50,000	50,000	40,000	40,000
6703	Software Support/Development	355	2,000	2,000	2,500	2,500
6710	Special Contractual Services	5,600	24,100	24,100	18,500	18,500
6901	Printing and Binding	-	2,500	2,500	2,500	2,500
6902	Advertising	-	1,600	1,600	1,600	1,600
6909	Subscriptions & Memberships	259	4,000	4,000	4,000	4,000
	TOTAL SERVICES	26,290	105,450	102,450	90,100	90,600
	SUPPLIES					
7001	Books & Supplies	1,949	3,000	3,000	3,000	3,000
7002	Office Supplies	-	2,000	2,000	1,500	1,500
7004	Uniform/Safety Clothing	688	4,500	4,500	3,500	3,500
7005	Photo & Copying Supplies	-	2,000	2,000	2,000	2,000
7102	Small Tools & Equipment	5,455	6,500	6,500	6,500	6,500
7211	Computer Components	-	5,000	5,000	4,000	4,000
7807	Food	868	3,150	3,150	3,150	3,150
7810	Special Departmental Supplies	562	3,000	3,000	2,000	2,000
7812	Audio-Visual Materials	-	1,000	1,000	1,000	1,000
	TOTAL SUPPLIES	9,521	30,150	30,150	26,650	26,650
	FIXED ASSETS					
8706	All Other Equipment	22,316	-	-	-	-
	TOTAL FIXED ASSETS	22,316	-	-	-	-
	DIVISION TOTAL	**58,127**	**135,600**	**132,600**	**116,750**	**117,250**

Fire
Emergency Preparedness

Program Description:

The Emergency Management and Preparedness Program is overseen by the Administrative Battalion Chief and Emergency Operations Coordinator. The program has the task of planning and preparing all City departments, residents, and businesses for man-made and natural emergencies. The Emergency Operations division utilizes planning, training, and exercises to continually develop and sustain the City's mitigation, preparedness, response, and recovery capabilities. These capabilities minimize the loss of life and property and protect the environment from emergencies and significant disruptions. The Emergency Operations Division works with the city departments, other local municipalities, and an array of community-based organizations to ensure that the city and its residents have the resources and information they need to prepare, respond and recover from emergencies, disasters, and significant events.

Program Objectives:

- Update and maintain the City's Emergency Operations Plan and Local Hazard Mitigation Plan, Continual maintenance of the plan is required for the City to receive grant funding opportunities, as well as disaster recovery monies after an emergency, from the State of California and the Federal Government.
- Develop and coordinate with the American Red Cross, Redlands Unified School District, and the County of San Bernardino Office of Emergency Services on the mass care and sheltering needs of the city, as well as evacuation processes of the citizens within the city and their animals. The sheltering and evacuation needs will include the Access and Functional Needs community.
- Maintain and operate a viable Emergency Operations Center to ensure the readiness of the city.
- Coordinate with appropriate federal, state, and other local agencies, as well as applicable segments of private sector entities and volunteer agencies.
- Provide maintenance, updates to the system, and community outreach on the City's Emergency Notification System.
- Coordinate with local, county, and state agencies and organizations through mutual aid and mitigation agreements for disaster training.
- Standardized Emergency Management Systems (SEMS) and the National Incident Management System (NIMS).
- Develop NIMS compliance training program for all City employees.
- Develop an exercise program to include Tabletop, functional and full-scale training for all EOC responders.
- Develop and implement a community outreach program to include CERT, BERTT, Teen CERT, and citizen corps.
- Develop a communication partnership with the Redlands Emergency Communication Group to assist with mass care and shelter needs.
- Develop a partnership with the Faith-Based Community for donation management needs.

Accomplishments for Calendar Year 2025 and 2026:

- Upgraded EOC with Activu visibility software and large monitors.
- Completed Emergency Operations training with city staff through JGA.
- Purchased new disaster supplies including Starlink Satellite Internet Systems, five community water filtration systems, and two 106 gallon portable fuel tanks.
    - 4 Disaster Council Meetings.
- Upgraded training and incident response trailers.
- Taught 3 CERT Classes
    - 2 English Classes
    - 1st Spanish Class.
- Prepared CERT volunteers
    - Continued with training every other month.
    - Issued Medical bags for them to be ready to deploy.
- Provided Emergency Management Support to the following Incidents:
    - Worked with GIS to monitor the 4th of July reporting.
    - Continued to train the Evacuation Coordinators.
    - Maintain continuity of operations.
    - Exercises with other city agencies; 2 tabletops.
- Continue to participate in events throughout the city to promote:
    - New Alert system
    - Disaster preparedness
    - CERT Classes
    - 15 events total in the City.
- Managed the Emergency Management Program Grant
    - $22,159 FY2025
- Working on upgrading plans
    - Working on updated EOP with anticipated completion of 10/26.
    - Added both an airport and animal shelter annex for the EOP

DEPARTMENT/DIVISION

EMERGENCY PREPAREDNESS

FUND

GENERAL FUND

ORGKEY

101254

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	12,869	29,845	29,845	17,845	20,248
5005	Vacancies	-	-	-	(876)	(890)
5202	Holiday Pay	141	-	-	-	-
5204	Accrual Payout	281	-	287	334	334
5301	Banked Leave Buy Back	563	861	861	791	791
5401	Pension Contributions	8,475	8,989	8,989	8,679	8,689
5501	Social Security/Medicare	2,331	2,353	2,353	2,435	2,435
5601	Deferred Compensation	420	420	420	420	420
5701	Health/Dental Insurance	6,996	7,040	7,040	7,049	7,066
5704	Unemployment Insurance	23	152	152	152	152
5705	Life Insurance	22	22	22	22	22
5802	Eyecare Reimbursement	237	105	105	105	105
5803	Clothing Allowance	193	-	-	385	385
5903	Other Taxable Benefits	474	473	473	473	473
	TOTAL SALARIES AND BENEFITS	33,023	50,260	50,547	37,814	40,229
	SERVICES					
6106	Other Professional Services	-	4,000	7,000	2,000	2,000
6304	Telephone	3,085	3,500	4,000	4,000	3,500
6401	Meeting & Prof Development	300	4,000	3,500	1,000	1,000
6402	Travel Expense/Reimbursement	2,724	3,000	5,500	3,000	3,000
6403	Training	-	3,000	3,000	1,500	1,500
6601	Postage	47	500	500	500	500
6703	Software Support/Development	25	600	600	600	600
6708	Special Program Expenditures	1,876	2,500	-	2,500	2,500
6710	Special Contractual Services	73,805	53,000	50,000	53,000	53,000
6802	Info Tech Service Charges	7,616	6,709	6,709	10,879	11,242
6901	Printing and Binding	1,197	2,500	2,500	2,500	2,500
6909	Subscriptions & Memberships	274	1,000	1,000	1,000	1,000
	TOTAL SERVICES	90,949	84,309	84,309	82,479	82,342
	SUPPLIES					
7002	Office Supplies	965	3,500	3,500	2,000	2,000
7004	Uniform/Safety Clothing	5,476	8,000	8,000	4,000	4,000
7005	Photo & Copying Supplies	-	2,500	2,500	1,500	1,500
7101	Office Equipment & Furniture	424	2,500	1,500	2,500	2,500
7102	Small Tools & Equipment	1,484	5,000	6,000	5,000	5,000
7203	Office Equipment Maintenance	850	2,500	500	2,500	2,500
7208	Repair/Maintenance Supplies	-	2,000	2,000	2,000	2,000
7209	Janitorial Supplies	214	1,200	1,200	1,200	1,200
7211	Computer Components	15,731	3,000	5,000	3,000	3,000
7804	Medical Supplies	12,403	15,000	14,500	10,000	10,000
7807	Food	5,471	5,000	5,000	5,000	5,000
7810	Special Departmental Supplies	13,745	10,000	13,500	10,000	10,000
7812	Audio-Visual Materials	-	3,000	-	3,000	3,000
	TOTAL SUPPLIES	56,764	63,200	63,200	51,700	51,700
	DIVISION TOTAL	**180,737**	**197,769**	**198,056**	**171,993**	**174,271**

DEPARTMENT SUMMARY

FUND

GENERAL FUND

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
FIRE SUPPRESSION	22,895,651	23,913,831	23,724,332	23,210,131	22,864,704
COMMUNITY RISK REDUCTION	936,818	1,163,745	1,167,415	1,119,688	1,174,867
FIRE TRAINING	58,127	135,600	132,600	116,750	117,250
EMERGENCY PREPAREDNESS	180,737	197,769	198,056	171,993	174,271
DEPARTMENT TOTAL	**24,071,332**	**25,410,945**	**25,222,403**	**24,618,561**	**24,331,093**

DEPARTMENT/DIVISION

FIRE DEPARTMENT GRANTS

FUND GRANTS

ORGKEY 200250

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	16,460	16,460	255,725	-	-
5401	Pension Contributions		-	-	-	-
5501	Social Security/Medicare		-	-	-	-
5601	Deferred Compensation		-	-	-	-
5701	Health/Dental Insurance		-	-	-	-
5704	Unemployment Insurance		-	-	-	-
5705	Life Insurance		-	-	-	-
	TOTAL SALARIES AND BENEFITS	16,460	16,460	255,725	-	-
	SERVICES					
6910	Labor	4,980	-	-	-	-
6912	Reimbursed Expenditures	(156,396)	-	-	-	-
	TOTAL SERVICES	(151,416)	-	-	-	-
	SUPPLIES					
7901	Non-Capital Expenditures	213,123	-	-	-	-
	TOTAL SUPPLIES	213,123	-	-	-	-
	FIXED ASSETS					
8501	Other Betterments/Improv	233,706	-	-	-	-
8706	All Other Equipment	258,223	14,501	14,501	-	-
	TOTAL FIXED ASSETS	491,929	14,501	14,501	-	-
	DIVISION TOTAL	**570,096**	**30,961**	**270,226**	**-**	**-**

DEPARTMENT SUMMARY

FUND

GRANTS

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
FIRE DEPARTMENT GRANTS	570,096	30,961	270,226	-	-
DEPARTMENT TOTAL	**570,096**	**30,961**	**270,226**	**-**	**-**

Fire
Emergency Medical Services

Program Description:

Overseen by the Administrative Battalion Chief and consists of an Emergency Medical Service Coordinator. The EMS Coordinator ensures compliance with federal, state, and county procedures and protocol as well as keeps pace with increased demands for service.

This program is responsible for ensuring the delivery of high-level advanced life support pre-hospital care by well-trained personnel, as well as meeting the education and delivery standards required by the State of California to ensure this level of service. The highly trained Paramedics functions as an extension of the emergency room doctor and with his/her regulatory control can administer the necessary medical treatment to stabilize the patient before transport to the hospital. Paramedics presently respond from all fire stations.

This program includes a QA/QI program which is required and monitored by Inland Counties Emergency Medical Agency (ICEMA). The QA/QI program is overseen by the EMS Coordinator and provides oversight to training and certification as well as protocol implementation for both EMTs and Paramedics.

Emergency Medical Services division operates and manages the following programs:

- Emergency Medical Technician (EMT Program)

The certification of Emergency Medical Technician is considered the basic level of prehospital emergency care in the modern-day Fire/Emergency Medical Service. This level of certification is the minimum standard for all Redlands Fire Department Suppression personnel. The responsibilities and scope of practice for the EMT are outlined in Title 22, Division 9 of the California Code of Regulations, which includes the following:

- Evaluate the ill and injured
- Render basic life support, rescue, and emergency care to patients
- Obtain diagnostic signs to include, but not be limited to, temperature, blood pressure, pulse, and respiration rates, pulse oximetry, level of consciousness, and pupil status
- Perform cardiopulmonary resuscitation (CPR), including the use of mechanical adjuncts to basic cardiopulmonary resuscitation
- Administer oxygen
- Use the following adjunctive airway and breathing aids:
  - Oropharyngeal airway
  - Nasopharyngeal airway
  - Suction devices
  - Basic oxygen delivery devices for supplemental oxygen therapy including, but not limited to, humidifiers, partial rebreathers, venture masks, and manual and mechanical ventilating devices designed for prehospital use including continuous positive airway pressure

- Use various types of stretchers and spinal immobilization devices
- Provide initial prehospital emergency care of trauma, including, but not limited to:
  - Bleeding control through the application of tourniquets
  - Use of hemostatic dressings
  - Spinal immobilization
  - Seated spinal immobilization
  - Extremity splinting
  - Traction splinting
- Administer over the counter medication when approved by the medical director of the LEMSA, including, but not limited to:
  - Oral glucose or sugar solutions
  - Aspirin
- Extricate entrapped persons
- Perform field triage
- Mechanical patient restraint
- Set up for Advance Life Support (ALS) procedures, under the direction of a Paramedic
- Perform automated external defibrillation
- Assist patients with the administration of physician-prescribed devices including, but not limited to patient-operated medication pumps, sublingual nitroglycerine, and self-administered emergency medications including epinephrine devices

- Paramedic Program:

The Redlands Fire Department deploys at least one Paramedic on every emergency response vehicle, who is the primary patient caregiver on all emergency medical responses within the city. The Paramedic's scope of practice includes basic and advanced skills focused on the acute management and transportation of patients. This also includes invasive and pharmacological interventions to reduce the morbidity and mortality associated with acute out-of-hospital medical and traumatic emergencies.

Under Title 22, Division 9 of the California Code of Regulations, the following are the minimum psychomotor skills of the Paramedic (including all skills within the EMT level):

- Utilize electrocardiographic devices and monitor electrocardiograms, including 12-lead electrocardiograms (ECG)
- Perform defibrillation, synchronized cardioversion, and external cardiac pacing
- Visualize the airway by use of the manual or video laryngoscope and remove the foreign body with Magill forceps
- Perform pulmonary ventilation by use of lower airway multi-lumen adjuncts, the esophageal airway, perilaryngeal airways, stomal intubation, and adult oral endotracheal intubation
- Utilize mechanical ventilation devices for continuous positive airway pressure (CPAP)/bi-level positive airway pressure (BPAP) and positive end-expiratory pressure (PEEP) in the spontaneously breathing patient
- Use airway adjuncts to assist in maintaining adequate ventilation with the use of capnography devices, intrathoracic threshold devices, and HEPA-filters
- Institute intravenous (IV) catheters, saline locks, needles, or other cannula (IV lines), in peripheral veins and monitor and administer medications through pre-existing vascular access
- Institute interosseous (IO) needles or catheters
- Administer IV or IO glucose solutions or isotonic balanced salt solutions, including Ringer's lactate solution
- Obtain venous blood samples

- Use laboratory devices, including point of care testing, for pre-hospital screening, used to measure lab values including, but not limited to, glucose, capnometry, capnography, and carbon monoxide when appropriate authorization is obtained from State and Federal agencies, including from the Centers for Medicare and Medicaid Services according to the Clinical Laboratory Improvement Amendments (CLIA)
- Utilize Valsalva maneuver
- Perform percutaneous needle cricothyroidotomy
- Perform needle thoracotomy
- Perform nasogastric and orogastric tube insertion and suction
- Monitor thoracotomy tubes
- Monitor and adjust IV solutions containing potassium, equal to or less than 40 mEq/L
- Administer approved medications by the following routes: IV, IO, intramuscular, subcutaneous, inhalation, transcutaneous, rectal, sublingual, endotracheal, intranasal, oral, or topical
- Administer, using prepackaged products when available, the following medications:
  - 10% dextrose, adenosine, aerosolized or nebulized beta-2 specific bronchodilators, aspirin, atropine sulfate, calcium chloride, diphenhydramine hydrochloride, epinephrine, fentanyl, glucagon, ipratropium bromide, ketamine, lidocaine hydrochloride, magnesium sulfate, midazolam, naloxone hydrochloride, nitroglycerine preparations, ondansetron, tranexamic acid, and sodium bicarbonate.

RFD Paramedics are held to a higher standard in terms of minimum certifications/qualifications. In addition to the state and local mandates for recertification, RFD requires all Paramedics to maintain a valid Handtevy Pediatric certification card. Once the minimum standards are met, the Emergency Medical Services Authority will issue a valid license, at the state level. In addition to state licensure, Paramedics must also hold a valid license under the Local Emergency Medical Services Authority (LEMSA). The LEMSA for the RFD is the Inland Counties Emergency Medical Agency (ICEMA), located in San Bernardino.

- Advanced Cardiac Life Support (ACLS) Recertification Program*:*

The Inland Counties Emergency Medical Agency (ICEMA), which is the Local Emergency Medical Services Authority (LEMSA), mandates that all Paramedics within its region maintain a valid Advanced Cardiac Life Support (ACLS) certification. The American Heart Association is the organization that prints the curriculum and conducts the research and development to ensure Paramedics are providing the most up-to-date care about cardiac events. An ACLS certification is valid for two years. ACLS certification requires:

- Basic life support skills, including effective chest compressions, use of a bag-mask device, and use of an AED
- Recognition and early management of respiratory and cardiac arrest
- Recognition and early management of peri-arrest conditions such as symptomatic bradycardia
- Airway management
- Related pharmacology
- Management of ACS and stroke
- Effective communication as a member and leader of a resuscitation team.

RFD currently has seven (7) certified ACLS instructors to provide this mandated training. This training requires the use of skills mannequins, airway training tools, EKG rhythm generators, and current edition instructor manuals with DVD instruction. RFD currently offers a minimum of six (6) recertification classes every two years, to cover all current RFD Paramedics.

- Handtevy Pediatric Recertification Program:

The Handtevy Pediatric certification is a course created by Dr. Antevy. Although possession of this certification is not a state or local mandate, to maintain Paramedic licensure, the Redlands Fire Department requires all Paramedics to maintain this certification as a commitment to excellence. The RFD recognizes that pediatric medical emergencies present different and complex challenges in the management of prehospital care. Handtevy certification requires:

  - High-quality Child CPR AED and Infant CPR
  - Recognition of patients who do and do not require immediate intervention
  - Recognition of cardiopulmonary arrest early and application of CPR within 10 seconds
  - Apply team dynamics
  - Differentiation between respiratory distress and failure
  - Early interventions for respiratory distress and failure
  - Differentiation between compensated and decompensated (hypotensive) shock
  - Early interventions for the treatment of shock
  - Differentiation between unstable and stable patients with arrhythmias
  - Clinical characteristics of instability in patients with arrhythmias
  - Post–cardiac arrest management

This certification is valid for two years. RFD currently has seven (7) certified Handtevy instructors to provide this training. This training requires the use of pediatric/child skills mannequins, pediatric/child airway training tools, EKG rhythm generators, and current edition instructor manuals with DVD instruction. RFD currently offers a minimum of six (6) recertification classes every two years, to cover all current RFD Paramedics.

- Event Medic: Provides public safety and event medics to large events within the city. The medics provide Advanced Life Support EMS care to citizens and participants at events including the Redlands Bicycle Classic, Hangar 24 Air Show, Believe Walk, and A Run through Redlands (ICEMA).

- Cardiopulmonary Resuscitation-Internal Program: Each employee is required to maintain CPR certification, allowing CPR training to be taught in-house (AHA).

- Infectious Control: Responsible for the administration of the Infection Prevention and Control Program, which includes the identification, investigation, reporting, prevention, and control of nosocomial infections for personnel. Responsible for coordinating in-service programs related to infection prevention and control. The program is mandated by the Ryan White Act (CFR, Cal-OSHA, CDC, OSHA 1910, 130).

- Emergency Medical Services Quality Improvement Program: The quality improvement program maintains the regulatory requirement of quality assurance/improvement for all personnel who perform emergency medical care to the sick and injured. The program is closely monitored as required by the Inland Counties Emergency Medical Services Agency, State Emergency Medical Authority, and California Code of Regulations, Title 22 (EMSA, ICEMA).

- ePCR: Management of the continued education of updates of the ICEMA mandated Electronic Patient Care Record System (ICEMA) RFD personnel are heavily involved in the ePCR working group and assist in updates, maintenance, and training of the program.

- Vaccination Administration Program: The Redlands Fire Department recently received local optional scope vaccination program approval through ICEMA to support EMT and EMT-P COVID-19 Intramuscular vaccination efforts in collaboration with the Redlands Community Hospital.

Program Objectives:

- Promote the highest standards of rapid response, patient evaluation, and emergency care possible.
- Provide ongoing training, recertification, and paramedic licensure oversight to ensure uninterrupted program delivery.
- Function as liaison for the City with County and State health care agencies.
- Provide strategic and tactical judgments regarding Citywide EMS resource coordination and delivery.
- Monitor and coordinate Safety Employee Bloodborne Pathogen/Exposure/Infection Control program. Operations Fire Captain Rob Sandberg and Engineer Brad Byers serve as Infection Control Officers as Ancillary Duties to assist the EMS Coordinator.
- Continue to conduct, monitor, and evaluate emergency medical technician training and operations as set forth by policy, procedure, and mandated protocol.
- Provide staff recommendations concerning EMS and related incident management functions.
- Coordinate City EMS functions with Department Medical Director.
- Evaluate, monitor, and coordinate the Fire Department Paramedic program.
- Complete T/B mask fitting for personnel per OSHA regulations.
- Maintain OSHA vaccination records and provide access to obtain titers and vaccinations as needed or requested.
- Continue to monitor and evaluate Citywide Automatic External Defibrillator Program.
- Administer, monitor, and oversee Paramedic Quality Improvement Program.
- Coordinate specific medical training with local ambulance providers.
- Continue to provide advanced life support to the community in the most feasible economical way.
- Continue to provide input at the County level with regional changes affecting EMS.
- Continue to advance medical equipment to maintain optimal functionality to provide the best and most efficient care to our communities.
- Continue to monitor the UCapIt vending machines at all fire stations for restocking purposes to improve inventory tracking and decrease unnecessary budgetary replacement costs.
- Continue to monitor the PS Trax controlled substance tracking software to improve the system in line with DEA requirements.
- Continue to advance training equipment and programs to align with current AHA and resuscitation academy recommendations for feedback and simulation devices to simulate real-life training scenarios.
- Continue to align with the RUSD to provide Stop the Bleed Training to all RUSD staff and students (post-COVID).

Significant Program Changes:

- The EMS Coordinator has conducted post-incident quality assurance review and training for paramedic and emergency medical technician personnel. The QA/QI program has identified residents who are frequent users of our emergency medical services and now assist them in accessing resources specific to their needs and condition. This lowers the demand for emergency services and keeps resources available for more pressing emergencies. Implementation of electronic patient care record-keeping systems in coordination with Inland Counties Emergency Medical Agency is continuing. Through CONFIRE, the Fire Department is now a party to an agreement with the Inland Counties Emergency Medical Agency and San Bernardino County Information Services Department that allows for more efficient centralization of response records.
- In-house paramedics have been certified to instruct both Advanced Cardiac Life Support and Pediatric Life Support to Paramedics, saving the City money.
- The Event Medic program has expanded to include Fireline Paramedics and EMTs who serve our community as well as other communities when called upon in time of disaster or fire.
- Continue to improve the City's infectious disease control plan to include specific procedures in the event of an outbreak in our city.

Accomplishments for Fiscal Years 2025-2026:

- The department has moved closer to becoming a certified Heart safe Community by adding public access AED's located in three city parks.
- The department added a Substance Use Navigator position paid for through Opioid Settlement funds.
- The Redlands Fire Department continues to rank well above the national average with its ROSC (return of spontaneous circulation) rates for CPR patients.
- Continued implementation of robust QI/QA program monitoring all cardiac arrests (to include CARES registry/Utstein parameters), strokes, STEMIs, TXA administrations, Narcan administrations, advanced procedures/medications, AMAs, controlled substance administrations, aspirin not administered in cardiac cases, epinephrine administrations, intubations, and capnography utilizations, pediatric incidents, trauma incidents, submersion incidents, incidents with low (less than 100%) validity.
- Advancement of the High-performance CPR program with the addition of the ZOLL impedance threshold device.
- Monitoring and re-training of Handtevy program. Trained seven (7) personnel in Handtevy Instructor course for updated pediatric advanced training for the department.
- Re-education of PS Trax software for controlled substance tracking.
- Movement of backup (line-medic) gear for inventory and budget tracking.
- Update Exposure Control Plan and Exposure Packets.
- Update Infectious Disease Plan and Protocols.
- Updated ACLS instructor training.
- Updated AHA and Handtevy training material and equipment.
- Continued implementation of EMS training program with outside, peer, and EMS Coordinator instruction.
- Continued implementation of Firefighter Rehab program overseen by EMS Coordinator – procurement of rehab equipment, nutrition, and hydration.
- Development of paramedic equipment replacement program (for outdated, damaged equipment)
- Continued monitoring of waste disposal program.

- Assist in the implementation of the Emergency Community Nurse System at the dispatch center.
- Development and implementation of the Naloxone Leave Behind Program.
- Participation in the statewide Pediatric Emergency Care Coordination Program.
- Implementation and submission for AHA: Mission Lifeline Recognition.
- Development and implementation of new hire and probational program.
- Submission of personnel recognition through Handtevy Challenge Coins and EMSA EMS Awards.

DEPARTMENT/DIVISION

EMERGENCY MEDICAL SERVICES

FUND

EMERGENCY MEDICAL SERVICES

ORGKEY

205250

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	2,115,587	2,572,869	2,572,869	2,627,546	2,811,433
5003	Labor Code Sec 4850	37,745	30,000	30,000	30,000	30,000
5101	Overtime Salaries	151,274	180,000	180,000	180,000	180,000
5102	Reimbursable Overtime	183,453	120,000	120,000	120,000	120,000
5103	Constant Staffing	665,282	800,000	650,000	800,000	800,000
5202	Holiday Pay	74,623	-	39,640	184,233	184,233
5204	Accrual Payout	7,633	-	6,074	1,906	1,906
5301	Banked Leave Buy Back	-	187,307	187,307	2	2
5401	Pension Contributions	378,865	476,941	476,941	457,635	466,015
5501	Social Security/Medicare	54,918	49,386	49,386	53,362	54,332
5601	Deferred Compensation	72,167	73,450	73,450	72,116	73,084
5701	Health/Dental Insurance	364,419	475,570	475,570	447,496	448,656
5702	Workers' Comp Insurance	256,568	265,494	265,494	285,459	292,997
5703	Disability Insurance	31,836	29,096	29,096	34,131	34,800
5704	Unemployment Insurance	1,398	9,548	11,033	9,982	9,982
5705	Life Insurance	1,266	1,386	1,386	1,452	1,452
5802	Eyecare Reimbursement	-	300	300	600	600
5803	Clothing Allowance	20,900	24,200	24,200	23,100	23,100
5903	Other Taxable Benefits	5,413	4,950	4,950	8,250	8,250
5904	Tuition Reimbursement	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	4,423,348	5,300,497	5,197,696	5,337,270	5,540,842
	SERVICES					
6005	License & Permits	2,738	6,500	6,500	6,500	6,500
6105	Medical/Physicals	-	2,500	2,500	2,500	2,500
6106	Other Professional Services	1,719	28,000	28,000	28,000	28,000
6401	Meeting & Prof Development	960	5,800	5,800	5,800	5,800
6402	Travel Expense/Reimbursement	1,408	6,500	6,500	6,500	6,500
6403	Training	2,778	3,500	3,500	3,500	3,500
6601	Postage	-	800	800	800	800
6703	Software Support/Development	9,828	17,800	17,800	17,800	17,800
6710	Special Contractual Services	18,000	5,000	5,000	5,000	5,000
6802	Info Tech Service Charges	167,543	147,597	147,597	179,400	185,380
6803	City Garage Charges	110,135	114,736	100,402	81,210	73,620
6804	General Govt Service Charge	619,635	641,322	641,322	662,101	690,704
6901	Printing and Binding	-	3,500	3,500	3,500	3,500
6902	Advertising	-	2,000	2,000	2,000	2,000
6907	Comms Service & Rental	277,214	320,367	320,367	-	-
6909	Subscriptions & Memberships	9,212	10,420	10,420	8,000	8,000
	TOTAL SERVICES	1,221,170	1,316,342	1,302,008	1,012,611	1,039,604
	SUPPLIES					
7001	Books & Supplies	-	1,000	1,000	1,000	1,000
7002	Office Supplies	-	2,000	2,000	1,500	1,500
7003	Awards/Recognition Prgm	2,110	2,000	2,000	2,000	2,000
7004	Uniform/Safety Clothing	5,043	19,000	19,000	19,000	19,000
7101	Office Equipment & Furniture	-	3,500	3,500	3,500	3,500
7102	Small Tools & Equipment	-	8,500	8,500	8,500	8,500

DEPARTMENT/DIVISION

EMERGENCY MEDICAL SERVICES

FUND

EMERGENCY MEDICAL SERVICES

ORGKEY

205250

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7205	Machinery & Equip. Maint.	68,320	31,800	31,800	31,800	31,800
7208	Repair/Maintenance Supplies	-	1,500	1,500	1,500	1,500
7209	Janitorial Supplies	-	1,000	1,000	1,000	1,000
7211	Computer Components	-	4,500	4,500	4,500	4,500
7213	Motor Vehicle Supplies	-	1,500	1,500	1,500	1,500
7804	Medical Supplies	113,718	101,200	101,200	101,200	101,200
7807	Food	398	1,500	1,500	1,500	1,500
7810	Special Departmental Supplies	12,533	30,000	30,000	30,000	30,000
	TOTAL SUPPLIES	202,122	209,000	209,000	208,500	208,500
	DEBT SERVICE					
9001	Principal	-	-	-	-	185,749
9101	Interest	-	-	-	-	52,373
	TOTAL DEBT SERVICE	-	-	-	-	238,122
	DIVISION TOTAL	**5,846,640**	**6,825,839**	**6,708,704**	**6,558,381**	**7,027,068**

DEPARTMENT SUMMARY

FUND

EMERGENCY MEDICAL SERVICES

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
EMERGENCY MEDICAL SERVICES	5,846,640	6,825,839	6,708,704	6,558,381	7,027,068
DEPARTMENT TOTAL	**5,846,640**	**6,825,839**	**6,708,704**	**6,558,381**	**7,027,068**

Fire
Household Hazardous Waste

Program Description:

The Household Hazardous Waste Program, administered by the San Bernardino County Fire Protection District under contract with the City, provides for the safe and proper disposal of hazardous materials that might otherwise enter landfills or wastewater treatment systems. The program is staffed by trained personnel equipped to evaluate, accept, document, and facilitate the recycling or disposal of household hazardous waste in compliance with applicable regulations. Through this program, the City continues its commitment to environmental stewardship by ensuring hazardous substances and electronic waste are managed responsibly. The San Bernardino County Fire Protection District also oversees the operation and maintenance of the facility. In 2025, the program served approximately 4,471 participants, demonstrating its continued effectiveness and community value.

The San Bernardino County Fire Protection District operates and manages the following programs:

- *E-Waste Recycling:* This program runs in conjunction with the Household Hazardous Waste Program and is operated by the SBCFPD.
- *Household Hazardous Waste Disposal Program:* Redlands was the first city within San Bernardino County to begin offering this service and has been operating for approximately thirty years in conjunction with San Bernardino County. Funds collected through this program pay for disposal, training, and operational needs within the department as it relates to hazardous materials (SARA, OSHA, RCRCA, TSCA, DOT, California Health and Safety Code). As of March 2020, the City ceded the program to SBCFPD by way of an amendment to the original contract set to expire June 30, 2027. SBCFPD now operates the Redlands HHW location on behalf of the City.

Program Objectives:

- Continue operation and maintenance of the Household Hazardous Waste Collection site each Saturday, from 9:00 a.m. to 2:00 p.m., for the citizens of Redlands
- Continue the safe collection, categorization, lab packaging, and storage of household hazardous waste collection for proper disposal
- Continue to collaborate with San Bernardino County Household Hazardous Waste to provide outreach and public education regarding the proper disposal of hazardous materials used in the home
- Seek State and/or Federal grants to help fund programs
- Continue site inventory control and monitoring
- Coordination of inter-agency waste disposal programs
- Maintain State and County mandated certification and program elements

Accomplishments for Calendar Year 2025:

- Approximately 4,471 countywide residents used the program in 2025 including 3,592 Redlands residents.
- Collection and proper disposal of 219,912 (pounds) of Household Hazardous Waste including used motor oil and oil products.
- Collected 59,376.24 pounds of electronic waste.
- Collection and disposal of:
    - 43,542.58 lbs. of Latex Paint
    - 20,231.90 lbs. of Oil Base Paints
    - 11,875.25 lbs. of Flammable Liquids/ Solids
    - 2,858.86 lbs. of Bulked Flammable Liquids
    - 3,298.68 lbs. of Poison
    - 1,539.38 lbs. of Corrosive Acids
    - 439.82 lbs. of Corrosive bases
    - 879.65 lbs. of Oxidizers
    - 2,638.94 lbs. of Aerosols
    - 1,495.40 lbs. of Home Generated Sharps
    - 4,838.06 lbs. of Antifreeze
    - 6,245.50 lbs. of Lead/ Acid Batteries
    - 4,618.15 lbs. of Household Batteries
    - 1,759.30 lbs. of NiCad Batteries
    - 14,382.24 lbs. of Motor Oil/ Oil products
    - 769.69 lbs. of Oil Filters
    - 21,331.49 lbs. of Covered Electronic Waste
    - 59,376.24 lbs. of Electronic Devices
    - 1,979.21 lbs. of Fluorescent Tubes
    - 879.65 lbs. of Compressed Gas Cylinders
    - 2,199.12 lbs. of Cooking Oil
    - 3,078.77 lbs. of Pharmaceuticals
    - 5,717.71 lbs. of Waste Exchanged Materials
    - 3,936.42 lbs. of other Hazardous Materials

DEPARTMENT/DIVISION

HOUSEHOLD HAZARDOUS WASTE

FUND **ORGKEY**

HOUSEHOLD HAZARDOUS WASTE 206250

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6710	Special Contractual Services	143,059	148,424	148,424	154,360	165,000
6804	General Govt Service Charge	9,016	9,332	9,332	9,634	10,050
	TOTAL SERVICES	152,075	157,756	157,756	163,994	175,050
	SUPPLIES					
7102	Small Tools & Equipment	-	500	500	500	500
	TOTAL SUPPLIES	-	500	500	500	500
	DIVISION TOTAL	**152,075**	**158,256**	**158,256**	**164,494**	**175,550**

DEPARTMENT SUMMARY

FUND

HOUSEHOLD HAZARDOUS WASTE

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
HOUSEHOLD HAZARDOUS WASTE	152,075	158,256	158,256	164,494	175,550
DEPARTMENT TOTAL	**152,075**	**158,256**	**158,256**	**164,494**	**175,550**

A. K. Smiley Public Library

Mission Statement:

The mission of the A. K. Smiley Public Library is to inspire lifelong learning by providing free and open access to information, thereby enhancing the community of Redlands. We accomplish this mission by providing access to:

- Current and classic books, periodicals, and audiovisual material for circulation to adults, teens, and children
- E-books, audiobooks, films, and electronic reference databases
- A diverse range of informational, educational and entertainment programming including in our Assembly Room and Contemporary Club facility
- Free usage of computers and high-speed Internet
- The Lincoln Memorial Shrine, a museum/library dedicated to Abraham Lincoln and the American Civil War
- The Museum of Redlands, which in the Fall of 2026 will open as a museum dedicated to preserving the history and culture of our community
- The Adult Literacy Program, which assists those who seek to improve their reading, writing and conversational skills
- Smiley Heritage Tours, which provides cultural bus tours of Redlands to all fourth graders in the Redlands Unified School District area

Current Projects:

- Designing and installing exhibits at the Museum of Redlands towards the goal of opening the facility in the fall of 2026 (City Strategic Plan CSP priority A and C)
- Expanding our programming, building on the success of such events as Smiley LIVE! Library Days, Family Day and our Dia de los Muertos celebration (CSP priority A and C)
- Evaluating future library space needs as directed in the five-year library strategic plan adopted by the Library Board of Trustees (CSP priority A and C)
- Addressing several major infrastructure and accessibility issues at both the Library and the Contemporary Club (CSP priority A and C)
- Collaborating with the Watchorn Lincoln Memorial Association on commemorating the semiquincentennial of the Declaration of Independence

Major Completed Projects:

- Collaborated with FCS on installation of a new elevator and fire suppression door in the library's lower level utilizing a California State Library grant (CSP priority C)
- Collaborated with the Redlands Historical Museum Association to transfer the completed Museum of Redlands building to the City to be administered by the Library
- Collaborated with the First Baptist Church to develop a new partnership to hold adult literacy meetings and events at their facility (CSP priority A and C)

DEPARTMENT/DIVISION

LIBRARY ADMINISTRATION

FUND

GENERAL FUND

ORGKEY

101190

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	1,739,154	1,875,843	1,875,843	2,038,685	2,192,043
5002	Salaries: Part-Time	245,819	257,000	257,000	256,941	256,941
5005	Vacancies	-	-	-	(80,692)	(80,967)
5101	Overtime Salaries	19,026	-	5,000	10,500	10,815
5201	Stand By	2,009	-	2,472	-	-
5202	Holiday Pay	21,984	-	12,665	-	-
5203	Bonus	-	-	-	4,378	4,378
5204	Accrual Payout	22,743	-	14,755	17,731	17,731
5301	Banked Leave Buy Back	29,696	49,592	49,592	34,113	34,113
5401	Pension Contributions	510,010	550,765	550,765	513,457	520,941
5501	Social Security/Medicare	157,709	163,964	163,964	169,495	171,518
5601	Deferred Compensation	37,910	31,386	37,269	32,084	32,084
5701	Health/Dental Insurance	363,589	390,305	390,305	353,034	354,040
5702	Workers' Comp Insurance	91,960	95,160	95,160	109,095	111,976
5703	Disability Insurance	10,026	10,786	10,786	13,709	14,013
5704	Unemployment Insurance	2,599	16,926	16,926	16,926	16,926
5705	Life Insurance	1,488	1,512	1,512	1,578	1,578
5801	Vehicle Allowance	4,800	4,800	4,800	4,800	4,800
5802	Eyecare Reimbursement	2,680	7,200	7,200	7,200	7,200
5803	Clothing Allowance	4,500	4,800	5,100	3,600	3,600
5804	Uniform Rental	251	-	139	-	-
5903	Other Taxable Benefits	3,432	3,600	3,600	7,350	7,350
5904	Tuition Reimbursement	-	-	-	-	-
5905	Employee Wellness Program	840	-	529	-	-
	TOTAL SALARIES AND BENEFITS	3,272,225	3,463,639	3,505,381	3,513,984	3,681,080
	SERVICES					
6102	Legal Services	1,017	-	-	-	-
6106	Other Professional Services	19	102	102	102	102
6304	Telephone	3,508	2,377	2,377	2,448	2,521
6401	Meeting & Prof Development	257	383	463	476	490
6403	Training	1,276	510	510	510	510
6601	Postage	6,848	4,080	4,080	4,202	4,328
6703	Software Support/Development	-	3,073	3,073	3,165	3,260
6710	Special Contractual Services	-	100,000	-	100,000	-
6802	Info Tech Service Charges	5,262	4,636	4,636	10,000	10,600
6803	City Garage Charges	3,473	3,618	3,166	2,561	2,321
6901	Printing and Binding	1,713	1,772	1,772	1,812	1,867
6904	Land and Building Rent	12,000	-	6,000	-	-
6906	Office Equip & Furn Rent	1,659	6,077	-	5,479	6,879
6912	Reimbursed Expenditures	3,000	182,591	182,591	-	-
	TOTAL SERVICES	40,032	309,219	208,770	130,757	32,879
	SUPPLIES					
7002	Office Supplies	6,915	13,211	7,011	7,222	7,439
7101	Office Equipment & Furniture	26,372	-	3,057	4,149	3,243
7102	Small Tools & Equipment	422	408	408	420	433
7206	Vehicle Maintenance	150	1,020	1,020	1,051	1,082

DEPARTMENT/DIVISION

LIBRARY
ADMINISTRATION

FUND

GENERAL FUND

ORGKEY

101190

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7208	Repair/Maintenance Supplies	3,085	3,290	6,382	5,573	6,771
7210	Building Supplies	1,765	1,928	1,928	1,986	2,045
7211	Computer Components	11,136	-	4,723	4,864	5,010
7301	Gasoline	-	1,530	-	-	-
7810	Special Departmental Supplies	630	680	680	700	721
7811	Books	5,077	5,100	5,107	5,253	5,411
7812	Audio-Visual Materials	1,120	1,037	1,051	1,051	1,082
7901	Non-Capital Expenditures	40,228	100,000	100,000	1,400	-
	TOTAL SUPPLIES	96,899	128,204	131,367	33,669	33,237
	FIXED ASSETS					
8801	Capital Lease	-	13,800	10,175	10,202	10,202
	TOTAL FIXED ASSETS	-	13,800	10,175	10,202	10,202
	DIVISION TOTAL	**3,409,157**	**3,914,862**	**3,855,693**	**3,688,611**	**3,757,398**

AK Smiley Public Library – Special Collections Division

Mission Statement:

As a research center and museum exhibition program, the Special Collections Division seeks to deepen the understanding of the history of Redlands, San Bernardino County, and Southern California, as well as President Abraham Lincoln and the American Civil War, through education, interaction, exhibition, and research.

Programs:

The Special Collections Division includes three major programs:

- The Heritage Room research center
- The Lincoln Memorial Shrine
- Museum of Redlands

Current Projects:

- Exhibitions and Programs – Develop and present relevant exhibits that are engaging, offer new perspectives, and help achieve deeper understanding to inspire vibrant communities, especially with regard to Museum of Redlands and the Lincoln Memorial Shrine.
- Build the capacity to design, develop, staff, and fund appropriate educational programming to be the prime resource to the community for information on the history of the greater Redlands area and Southern California, Abraham Lincoln, the American Civil War, and enslavement of people of African origin and their descendants.
- Increase visibility and raise public awareness of Special Collections' programs, such as The Lincoln Memorial Shrine and Museum of Redlands, through marketing and communication, branding, visibility and recognition, partnering with Watchorn Lincoln Memorial Association and Redlands Historical Museum Association
- Ensuring responsible management of the collections through appropriate acquisitions, accessibility, and by review of the Collections Development Plan, to confirm it supports collections stewardship goals and revising the plan as needed

Major Completed Projects in 2025/26:

- Volunteer Docent Program - Created and implemented inaugural docent training program cohort for Museum of Redlands
- Consolidated object collections from three separate locations into a single storage facility at Museum of Redlands
- Completed Special Collections Institutional Plan 2025-2029
- Continued the "Southern California in Film" series
- Presented "Redlands History," a 6-week class for the public, conducted fall 2025 and spring 2026
- Recruited and trained new volunteers working with historical materials
- Welcomed 8,018 visitors to the Lincoln Memorial Shrine 7/1/2025-3/31/2026
- Served 409 research visits in the Heritage Room 7/1/2025-3/31/2026

DEPARTMENT/DIVISION

LINCOLN SHRINE

FUND | **ORGKEY**

GENERAL FUND | 101191

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6601	Postage	242	260	260	268	276
	TOTAL SERVICES	242	260	260	268	276
	SUPPLIES					
7811	Books	1,056	1,097	1,097	1,129	1,163
	TOTAL SUPPLIES	1,056	1,097	1,097	1,129	1,163
	DIVISION TOTAL	**1,298**	**1,357**	**1,357**	**1,397**	**1,439**

DEPARTMENT/DIVISION

MUSEUM OF REDLANDS

FUND | **ORGKEY**

GENERAL FUND | 101192

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6301	Water Wastewater Refuse	-	27,200	11,150	28,016	28,857
6304	Telephone	-	4,500	2,500	2,575	2,650
6307	Electricity & Gas	-	81,600	110,925	114,255	117,863
6502	Property Insurance	-	279,540	-	-	-
6601	Postage	-	1,500	250	6,000	1,591
6710	Special Contractual Services	-	104,400	45,000	107,532	110,758
6712	Landfill Tipping Charges	-	-	533	549	565
6802	Info Tech Service Charges	-	750	750	8,000	8,000
6901	Printing and Binding	-	1,500	1,500	2,500	1,592
6903	Janitorial Services	-	71,400	71,400	73,542	75,748
6906	Office Equip & Furn Rent	-	2,000	-	-	-
	TOTAL SERVICES	-	574,390	244,008	342,969	347,624
	SUPPLIES					
7002	Office Supplies	-	1,500	1,500	1,545	1,591
7101	Office Equipment & Furniture	-	10,000	12,000	5,000	5,150
7102	Small Tools & Equipment	-	1,000	1,000	1,030	1,061
7204	Building/Grounds Maintenance	-	25,500	23,000	23,690	24,401
7208	Repair/Maintenance Supplies	-	11,500	14,000	14,420	14,853
7210	Building Supplies	-	500	500	515	530
	TOTAL SUPPLIES	-	50,000	52,000	46,200	47,586
	DIVISION TOTAL	**-**	**624,390**	**296,008**	**389,169**	**395,210**

DEPARTMENT SUMMARY

FUND

GENERAL FUND

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
LIBRARY ADMINISTRATION	3,409,157	3,914,862	3,855,693	3,688,611	3,757,398
LINCOLN SHRINE	1,298	1,357	1,357	1,397	1,439
MUSEUM OF REDLANDS	-	624,390	296,008	389,169	395,210
DEPARTMENT TOTAL	**3,410,455**	**4,540,608**	**4,153,057**	**4,079,178**	**4,154,047**

DEPARTMENT/DIVISION

LIBRARY GRANTS

FUND | **ORGKEY**

GRANTS | 200190

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6912	Reimbursed Expenditures	(3,000)	(182,591)	(182,591)	-	-
	TOTAL SERVICES	(3,000)	(182,591)	(182,591)	-	-
	SUPPLIES					
7901	Non-Capital Expenditures	2,000,000	-	-	-	-
	TOTAL SUPPLIES	2,000,000	-	-	-	-
	FIXED ASSETS					
8301	Construction In Progress	9,002	-	-	-	-
8503	Building Const/Improv	-	547,761	547,761	-	-
	TOTAL FIXED ASSETS	9,002	547,761	547,761	-	-
	DIVISION TOTAL	**2,006,002**	**365,170**	**365,170**	**-**	**-**

DEPARTMENT SUMMARY

FUND

GRANTS

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
LIBRARY GRANTS	2,006,002	365,170	365,170	-	-
DEPARTMENT TOTAL	**2,006,002**	**365,170**	**365,170**	**-**	**-**

Development Services Department

Mission Statement:

The Development Services Department provides quality service to customers through professionalism, integrity, and the efficient use of resources. The Department responds to the changing needs of the community by promoting and implementing policies, goals, procedures, and actions that address community issues related to the physical environment and to strengthen and diversify the economic base of the City. The Department endeavors to enhance and protect the urban and natural environment of the City of Redlands, ensuring that the City remains an ideal place to live and work.

The Development Services Department is responsible for the administration and oversight of the following divisions and functions:

- Building and Safety Division: Building inspections, plan review, and building permit processing
- Community Development Block Grant (CDBG) Program: Capital improvement project and public service agency sub-recipient awards administration
- Economic Development Division: Business attraction and retention, business assistance, workforce development, and tourism promotion
- Engineering: Review and inspection of development proposals for compliance with State and City codes, standards, and other governmental requirements relating to land subdivisions, grading, drainage, and improvements within the City rights-of-way
- Planning Division: Land development application review, general plan, specific plan and development code maintenance and updates, long range planning, and historic preservation

Departmental Goals:

- Provide for the short- and long-term physical development within the City consistent with the policies and goals established in the General Plan
- Provide professional, accurate, timely, and courteous service to the public
- Provide opportunities that will improve and preserve housing for all income levels
- Provide for managed development that will preserve, enhance, and maintain the special quality of life valued by this community
- Allow for development within the City of Redlands which occurs in a way that promotes the optimum social and economic well-being of the entire community
- Provide a high standard of technical expertise by department staff through regular training and awareness of new legislation, innovative construction techniques, and architectural/planning design techniques
- Provide continued review, update and implementation of the City's General Plan, Specific Plans and zoning ordinances in response to the changing needs of the community
- Monitor historic resources of the community and encourage their preservation

Performance Measures:

- All telephone calls received before noon to be returned the same day
- 90% of Plan Checks processed in 3 weeks for first review
- 90% of "LEED" Plan Checks processed in 4 weeks for second review
- 100% of Inspections completed next business day if requested by 4:00 pm of the previous day

Development Services Department
Economic Development Division

Program Description:

The Economic Development Division administers a variety of economic development programs and services that support businesses and residents in the City of Redlands. Division staff are actively involved in business attraction and retention activities, embracing and growing the relationship between the City and the Redlands Chamber of Commerce and the local business community, as well as participating in regional conferences and collaborating with other economic development agencies in California. Division staff are actively involved in business networking, marketing, workforce development, tourism, and project support.

Program Objectives:

- Implementation of the City Council-approved Strategic Plan Economic Development initiatives.
- Liaison to the business community of Redlands and the Redlands Chamber of Commerce relating to questions, concerns and suggestions about governmental affairs.
- Growth of collaborative partnerships with Redlands Chamber of Commerce, Redlands Visitor Center and other local entities to continue the promotion of tourism in Redlands.
- Support of new developments in Redlands by providing guidance and assistance through the development process.
- Establishment and administration of business retention and attraction programs.
- Development of strategic and effective marking campaigns for Redlands.
- Collaboration with other local, county and state economic development agencies to continue to promote the Inland Empire as a region.
- Attendance at national and regional trade shows to increase Redlands' visibility in the marketplace.
- Continue to enhance resource and business information pages on City's website.
- Identification and implementation of parking solutions for the Downtown Redlands area.
- Spearhead the development of funding applications through elected officials for City infrastructure projects supporting economic development.

Significant Program Changes for Fiscal Year 2026-27 and 2027-28:

- Development of an Economic Development Strategic Plan to identify development opportunities and challenges in Redlands.
- Development of a Business Outreach program to identify ways the City can better serve the business community.
- Expansion of the digital communication system with Downtown Redlands businesses for upcoming special events, announcements and significant developments via the City's email and text communication platforms.
- Adoption of the use of digital technology (Placer AI) to aid business attraction and retention efforts, as well as identify trends in the Redlands marketplace.
- Growth of leveraging of collaboration with economic development agencies like Team California to continue the promotion of Redlands.
- Coordination with other City departments to begin the exploration of a Wayfinding sign program to direct the public to attractions in the City.

Accomplishments for Fiscal Year 2024-25 and 2025-26:

- Implemented a digital communication system with Downtown Redlands businesses to bring awareness to special events, announcements and significant developments in the Downtown area that may impact their business.
- Completed a feasibility study to determine the viability and costs associated with the demolition of the existing Redlands City Hall site and replacement with a surface level parking lot and second level.
- Completed a feasibility study to determine the viability and costs associated with the demolition of the existing Redlands City Hall site and replacement with a multi-level parking structure with retail space on Citrus Avenue or Cajon Street.
- Negotiated a lease agreement with the property owner of the Redlands Mall to ensure public parking remains available while the Redlands Mall is demolished and site begins redevelopment.
- Negotiated an interim lease agreement with San Bernardino County Transportation Authority (SBCTA) for the use of a vacant lot between 7th & 9th street for a public parking lot, while concurrently negotiating potential acquisition of the property.
- Coordinated and collaborated with other City divisions and Southern California Edison on finding an energy solution for development projects in northwest Redlands.
- Signed a contract with Placer AI, a location intelligence company, to gain greater insight into the locations, brands and enterprises that are successful in Redlands.
- Led successful efforts in receiving funding through the Community Project Funding program through Congressman Aguilar's and Obernolte's offices for New Safety Hall and Texonia Park Modernization and Renovations projects.
- Represented Redlands at numerous economic development conferences including the International Council of Shopping Centers (ICSC), ICSC Western and the State of the County.
- Expansion of the relationship with Redlands Chamber of Commerce through spearheading partnership with their Leadership Redlands program and monthly presentations at the Chamber's Government Review Committee.
- Growth of the City's advertising efforts via Inland Empire Magazine, Audacy, and other digital avenues.

DEPARTMENT/DIVISION

ECONOMIC DEVELOPMENT

FUND

GENERAL FUND

ORGKEY

101161

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	250,614	235,153	235,153	264,890	282,823
5005	Vacancies	-	-	-	(9,706)	(9,718)
5101	Overtime Salaries	39	-	25	-	-
5202	Holiday Pay	1,594	-	188	-	-
5203	Bonus	1,308	1,185	2,452	1,185	1,185
5204	Accrual Payout	4,837	-	1,616	1,334	1,334
5301	Banked Leave Buy Back	15,976	9,764	16,800	10,740	10,740
5401	Pension Contributions	71,632	69,043	69,043	70,199	70,535
5501	Social Security/Medicare	19,608	17,255	17,255	19,365	19,433
5601	Deferred Compensation	7,736	4,511	14,733	4,331	4,331
5701	Health/Dental Insurance	42,787	42,803	42,803	39,389	39,513
5702	Workers' Comp Insurance	13,694	14,170	14,170	17,098	17,549
5703	Disability Insurance	118	123	123	267	279
5704	Unemployment Insurance	(1,174)	868	868	846	846
5705	Life Insurance	132	126	126	123	123
5801	Vehicle Allowance	1,500	1,500	1,500	1,500	1,500
5802	Eyecare Reimbursement	300	600	600	510	510
5803	Clothing Allowance	60	60	90	60	60
5903	Other Taxable Benefits	414	450	450	413	413
	TOTAL SALARIES AND BENEFITS	431,176	397,611	417,995	422,542	441,456
	SERVICES					
6304	Telephone	-	417	-	-	-
6401	Meeting & Prof Development	1,774	4,115	1,926	6,918	6,918
6402	Travel Expense/Reimbursement	1,144	4,425	308	4,800	5,260
6601	Postage	-	131	67	100	100
6703	Software Support/Development	-	2,081	10,000	10,000	10,000
6710	Special Contractual Services	4,800	34,355	25,600	-	-
6802	Info Tech Service Charges	15,231	13,418	13,418	21,759	22,484
6901	Printing and Binding	-	1,500	1,500	1,500	1,500
6902	Advertising	14,991	14,159	16,000	16,000	16,000
6909	Subscriptions & Memberships	15,927	5,275	12,048	17,650	17,715
	TOTAL SERVICES	53,867	79,876	80,867	78,727	79,977
	SUPPLIES					
7002	Office Supplies	160	2,125	1,284	1,300	1,400
7101	Office Equipment & Furniture	-	257	753	500	500
7211	Computer Components	2,160	4,044	-	1,500	1,500
7806	Promotional Supplies	-	3,592	500	2,500	2,500
7807	Food	-	78	78	80	80
7810	Special Departmental Supplies	55	3,172	1,500	1,500	1,500
	TOTAL SUPPLIES	2,374	13,269	4,115	7,380	7,480
	DIVISION TOTAL	**487,418**	**490,755**	**502,977**	**508,649**	**528,913**

Development Services Department
Building and Safety Division

Program Description:

This program provides for the administration of California codes and City ordinances to safeguard life, health, property, and public welfare by regulating the design, construction, accessibility, quality of materials, flood protection, use, occupancy, location, and maintenance of all buildings and structures within the community of Redlands. This includes plan review of proposed buildings and structures, on-site inspections to assure compliance, complaint investigation and enforcement, disaster emergency response, maintenance, storage and retrieval of building records, and coordination with other government agencies.

Program Objectives:

- Maintain and promote excellent customer service standards at the One Stop Permit Center and in the field.
- Perform requested onsite building inspections in a timely and courteous manner.
- Perform final occupancy inspections on building projects, as required, to ensure compliance with conditions of approval and development code standards.
- Perform effective and efficient plan review within acceptable timeframes for compliance with the California Code of Regulations Title 24 parts 1 through 12, Federal Emergency Management Agency (FEMA) regulations, California Senate and Assembly bills, and locally adopted municipal codes.
- Provide staff support to the Development Review Committee, Minor Exception Permit Committee, Historic and Scenic Preservation Commission, Disaster Council, Fire Department, Code Enforcement, Municipal Utilities and Engineering Department, and local chapters of the International Code Council.
- Review and implement Assembly Bill 717 and Senate Bill 1608, to meet the continuing education and accessibility requirements that applies to the Building Division.
- Continue to upgrade department storage methods of building plans to comply with state laws by digitizing plans.
- Evaluate and investigate existing structures within the City for compliance with various municipal codes and state regulations.
- Prepare for disaster response by training and certification in emergency services.
- Maintain and improve accessibility throughout the City by employing a Certified Access Specialist (CASp).

Significant Program Changes for Fiscal Year 2026-27:

- Continue with the digital scanning of all paper records for properties within the City. This will reduce the printing costs of the department, reduce PRA department record response times, and allow public access to records for viewing by using a Laserfiche web link on the City website at all hours of the day.
- Launch the Online Public Portal for building trade permits with the ability to pay electronically.

Significant Program Changes for Fiscal Year 2027-28:

- Continue with the digital scanning of all paper records for properties within the City. This will reduce the printing costs of the department, reduce PRA department record response times, and allow public access to records for viewing by using a Laserfiche web link on the City website at all hours of the day.
- Rework Cityworks building permit case types and workflows to streamline and simplify processing of permits and backend fee calculations.
- Make available to the public the option to submit plans electronically for electronic plan review through Project Dox.

Accomplishments for Fiscal Year 2025-26:

- Issued over 2,981 permits for building, electrical, mechanical, plumbing, or combinations thereof ensuring compliance with current city-adopted building and municipal codes.
- Performed 1,877 plan reviews for construction permit submittals, with a 10 day average delivery to applicants.
- Performed 17,753 construction permit inspections by next business day after inspection request, improving community/department relations.
- Provided staff support for the improvement of City Works computer permitting software program.
- Provided community building activity reports to the county, state, and federal levels of government.
- Enforced the 2022 editions of the California Building Standards Codes, resulting in improved citywide construction safety and improved energy efficiency reducing CO2 emissions by 152,858 metric tons per year compared to the 2019 Energy Code, the equivalent of taking 32,051 gas cars off the road each year.
- Enforced the City's Local Agency Management Plan (LAMP) to review plans and field inspect the installation and abandonment of Onsite Wastewater Treatment Systems for properties within the City's jurisdiction.
- Updated the Municipal Code for the new FEMA Flood Insurance Rate Maps effective October 20, 2025.
- Updated the Municipal Code with the adoption of the 2025 California Building Code updates effective January 1, 2026.

DEPARTMENT/DIVISION

BUILDING & SAFETY

FUND

GENERAL FUND

ORGKEY

101162

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	892,854	962,584	962,584	989,181	1,066,288
5005	Vacancies	-	-	-	(36,069)	(36,526)
5101	Overtime Salaries	143	-	500	2,500	2,500
5202	Holiday Pay	12,978	-	7,503	-	-
5203	Bonus	2,858	711	3,058	2,511	2,511
5204	Accrual Payout	17,672	-	10,325	16,330	16,330
5301	Banked Leave Buy Back	724	6,739	6,739	1,277	1,277
5401	Pension Contributions	259,514	259,589	259,589	280,179	282,644
5501	Social Security/Medicare	67,418	66,679	66,679	75,634	76,211
5601	Deferred Compensation	16,200	8,921	19,059	12,770	12,770
5701	Health/Dental Insurance	179,466	165,291	165,291	187,435	187,817
5702	Workers' Comp Insurance	21,910	22,672	22,672	22,797	23,399
5703	Disability Insurance	6,392	5,884	5,884	7,930	8,036
5704	Unemployment Insurance	609	3,906	3,906	4,223	4,223
5705	Life Insurance	579	567	567	614	614
5801	Vehicle Allowance	3,180	900	1,590	3,180	3,180
5802	Eyecare Reimbursement	2,262	2,700	2,700	2,760	2,760
5803	Clothing Allowance	1,950	1,950	2,100	1,950	1,950
5903	Other Taxable Benefits	1,998	1,755	1,755	3,488	3,488
	TOTAL SALARIES AND BENEFITS	1,488,707	1,510,848	1,542,500	1,578,690	1,659,471
	SERVICES					
6106	Other Professional Services	82,928	157,473	106,200	121,200	121,200
6304	Telephone	4,449	3,442	2,313	2,500	2,500
6401	Meeting & Prof Development	2,838	8,800	5,168	7,300	7,300
6402	Travel Expense/Reimbursement	78	2,550	24	1,250	2,300
6403	Training	-	103	500	500	-
6601	Postage	1	21	5	100	-
6703	Software Support/Development	99,345	95,457	97,853	129,242	96,657
6705	Filming and Microfilming	-	2,294	-	1,000	1,000
6710	Special Contractual Services	-	5,000	-	25,000	25,000
6802	Info Tech Service Charges	68,540	60,381	60,381	97,915	101,179
6803	City Garage Charges	31,751	33,077	28,945	23,412	21,224
6901	Printing and Binding	572	2,292	1,138	1,000	1,000
6906	Office Equip & Furn Rent	2,850	3,476	1,500	-	2,500
6909	Subscriptions & Memberships	3,835	5,372	1,510	5,411	5,608
	TOTAL SERVICES	297,186	379,737	305,536	415,830	387,468
	SUPPLIES					
7001	Books & Supplies	-	1,326	6,045	2,000	2,040
7002	Office Supplies	2,516	7,086	3,912	3,500	3,500
7004	Uniform/Safety Clothing	1,432	-	1,000	1,500	2,000
7101	Office Equipment & Furniture	1,916	7,097	3,527	3,600	3,700
7206	Vehicle Maintenance	1,042	670	1,400	1,200	1,200
7211	Computer Components	2,160	3,500	1,500	2,000	2,000
7810	Special Departmental Supplies	61	3,060	400	3,750	3,825
	TOTAL SUPPLIES	9,127	22,738	17,784	17,550	18,265

DEPARTMENT/DIVISION

BUILDING & SAFETY

FUND

GENERAL FUND

ORGKEY

101162

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	FIXED ASSETS					
8801	Capital Lease	5,600	25,369	15,822	13,621	13,621
	TOTAL FIXED ASSETS	5,600	25,369	15,822	13,621	13,621
	DEBT SERVICE					
9002	Principal - Lease	7,927	-	-	-	-
9102	Interest - Lease	968	-	-	-	-
	TOTAL DEBT SERVICE	8,895	-	-	-	-
	DIVISION TOTAL	**1,809,516**	**1,938,693**	**1,881,642**	**2,025,691**	**2,078,825**

Development Services Department
Land Use Engineering

Program Description:

Land Use Engineering is a division within the Development Services Department. This division is intended to work hand-in-hand with developers and staff in the Planning Division to achieve excellence in design and construction of development projects in the City.

Program Objectives:

- Manage One-Stop Permit Center for public records and information related to properties and development. The One-Stop Permit Center is designed to guide developers through multi-Departmental requirements, the Redlands Municipal Code, Measure U, and State regulations.
- Review of improvement plans, maps, and building permits.
- Process encroachment permits and street closures.
- Issue grading permits, truck route permits and wide load permits.
- Perform National Pollutant Discharge Elimination System (NPDES) investigations and plan reviews.
- Coordinate with Planning Division and other City Departments for entitlements, including conditional use permits, Planning Commission Review and Approval, lot line adjustments, and other land use activities.
- Work with Planning Division on initial planning phases needed for development of the University Village plan.
- Coordinate with Facilities and Community Services and outside consultants for annexations into Community Facilities District 2004-1.
- Prepare annual reports for Street Lighting District No. 1 and Landscape Maintenance District No. 1.
- Assess Development Impact Fees on development and redevelopment projects that are then used by other departments to mitigate the impact of those projects on the infrastructure of the City.
- Provide customer assistance regarding city policies and procedures related to land development issues, grading, street improvements, and utility connections.
- Perform plan reviews for building, grading, streets design, erosion control, water quality management, sewer, water, irrigation, street trees, storm drainage, storm water pollution prevention, street lights, hydrology, lot line adjustment, parcel map, and tract maps.
- Process applications for sewer and water service in the Mentone area as mandated by Measure ”U”.
- Create and maintain an organizational ethos amongst all OSPC staff that customer service is of the utmost importance. Respond to telephone, e-mail, and public counter inquiries for customer assistance at the One Stop Permit Center.
- Provide engineering related assistance to other City departments, such as the City Manager, City Attorney, Municipal Utilities & Engineering Department, and Code Enforcement Division.

Significant Program Changes for Fiscal Year 2026-27:

- Continued participation in the implementation of an Electronic Plan Review process across all divisions of the One-Stop Permit Center with the objective of creating an integrated, and simplified, method for intake, review, and return of all types of development plans submitted to the City for review.
- Transfer of operations to the new State Street City Hall facility.
- Assist developers with implementation of SB 9 lot splits for creation of additional housing opportunities

Significant Program Changes for Fiscal Year 2027-28:

- Finalize implementation of operational procedures for the new One Stop Permit Center at the new State Street City Hall facility.
- Assist University of Redlands with progress on their University Village development plans

Accomplishments for Fiscal Year 2025-26:

- Issued over 1000 encroachment permits for work within the public right-of-way.
- Prepared conditions of approval for all entitlement cases presented to the Planning Commission.
- Performed more than 175 engineering plan reviews.
- Assessed development impact fees in excess of $5M on new development projects.

DEPARTMENT/DIVISION

LAND USE ENGINEERING

FUND

GENERAL FUND

ORGKEY

101163

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	330,525	352,501	352,501	251,101	281,197
5005	Vacancies	-	-	-	(10,523)	(10,811)
5202	Holiday Pay	2,401	-	2,634	-	-
5204	Accrual Payout	1,377	-	1,404	1,963	1,963
5301	Banked Leave Buy Back	4,481	5,285	5,285	2,961	2,961
5401	Pension Contributions	96,887	104,693	104,693	98,640	99,710
5501	Social Security/Medicare	25,632	27,432	27,432	27,076	27,334
5601	Deferred Compensation	11,847	8,443	12,133	8,337	8,337
5701	Health/Dental Insurance	52,186	44,322	44,322	53,404	53,554
5702	Workers' Comp Insurance	8,216	8,502	8,502	21,696	22,269
5703	Disability Insurance	1,167	1,307	1,307	1,611	1,636
5704	Unemployment Insurance	1,541	1,541	1,541	1,541	1,541
5705	Life Insurance	226	224	224	224	224
5802	Eyecare Reimbursement	738	1,065	1,065	1,065	1,065
5803	Clothing Allowance	720	540	720	720	720
5903	Other Taxable Benefits	263	263	263	533	533
5904	Tuition Reimbursement	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	538,206	556,118	564,026	460,347	492,232
	SERVICES					
6005	License & Permits	161,452	209,537	170,560	220,000	250,000
6102	Legal Services	240	-	15,500	15,500	15,500
6106	Other Professional Services	79,088	221,847	27,500	80,000	80,000
6401	Meeting & Prof Development	616	2,400	2,400	3,550	3,550
6402	Travel Expense/Reimbursement	-	500	500	500	500
6403	Training	-	5,000	300	5,000	5,000
6802	Info Tech Service Charges	60,925	53,672	53,672	87,035	89,937
6901	Printing and Binding	-	375	50	50	50
6902	Advertising	-	10,000	-	-	-
6906	Office Equip & Furn Rent	-	1,500	-	-	-
6909	Subscriptions & Memberships	305	5,000	-	5,000	5,000
	TOTAL SERVICES	302,626	509,831	270,482	416,635	449,537
	SUPPLIES					
7001	Books & Supplies	-	2,040	500	500	500
7002	Office Supplies	1,417	2,515	2,275	1,900	1,950
7101	Office Equipment & Furniture	-	-	3,527	3,600	3,600
7211	Computer Components	-	1,500	-	-	-
7810	Special Departmental Supplies	-	1,275	200	1,250	1,250
	TOTAL SUPPLIES	1,417	7,330	6,502	7,250	7,300
	DIVISION TOTAL	**842,250**	**1,073,279**	**841,010**	**884,232**	**949,069**

Development Services Department
Planning Division

Program Description:

The Planning Division plays a key role in achieving the City's goals and objectives in terms of physical development and growth management. Three general categories of Planning activities include: Current Planning (development review); Long-Range Planning; and Historic Preservation. Current Planning functions include: processing of land development applications; responding to land use inquiries from residents, business owners, and development professionals; project management for special projects; administering contracts with consultants hired to perform environmental and planning services; and annexation requests. Long-Range Planning functions include: maintenance and updates of the General Plan, Housing Element, Climate Action Plan, various Specific Plans, and the zoning code (RMC Title 18); inter-agency coordination and strategic planning; and grant administration for State planning grants. Planning administers the City's historic preservation program including related permits and policy documents. Planning Division staff also regularly provide technical and professional support to the City Council, Planning Commission, Historic & Scenic Preservation Commission, Preliminary/Development Review Committee, and the Minor Exception Permit Committee.

Program Objectives:

- Respond to telephone, e-mail, and public counter inquiries for customer assistance at the One Stop Permit Center and the Planning Division office.
- Support business assistance and economic development activities including review of Business License applications, special event applications, commercial property searches, zoning research, etc.
- Accept, process, and prepare staff reports for land use applications and permits.
- Provide staff support to the Planning Commission and the Historic & Scenic Preservation Commission, in the form of agendas, legal advertising and notices, staff reports, presentations, and recording meeting minutes.
- Provide staff support to the Minor Exception Committee, in the form of agendas, legal advertising and notices, project reviews, and meeting minutes.
- Provide staff support to the Preliminary/Development Review Committee, in the form of agendas, project review, and conducting meetings.
- Process General Plan amendments, Zoning Map and Zoning Code amendments, and Specific Plan amendments.
- Prepare and submit an annual Housing Element Progress Report and General Plan Progress Report as required by the State of California.
- Maintain and expand the Historic Preservation program, including advising property owners, issuing permits, maintaining restoration/rehabilitation agreements (Mills Act Contracts) with private property owners, implementing the Historic Architectural Design Guidelines, and public outreach/information.
- Process annexation applications for surrounding unincorporated areas to accommodate proposed development projects.
- Process Pre-Annexation Agreement applications for developments in surrounding unincorporated areas to connect to City water and/or sewer services.
- Review final grading, building, and landscaping plans prior to issuance of building permits to ensure compliance with code requirements and any applicable conditions of approval.
- Perform final occupancy inspections on building projects as required to ensure compliance with conditions of approval and municipal code standards.

- Provide Planning-related assistance to other City departments, such as the City Manager, City Attorney, Municipal Utilties & Engineering Department, and Code Enforcement Division.
- Continue to evaluate Planning procedures for efficiency and effectiveness, and implement improvements or changes to department procedures and zoning code regulations.
- Seek and apply for State or regional grant funding in support of Planning work programs and activities.
- Coordinate Planning activities with other agencies, such as the County of San Bernardino, the San Bernardino County Transportation Authority (SBCTA), Southern California Association of Governments (SCAG), Caltrans, and Omnitrans.

Significant Program Changes for Fiscal Years 26-27 and 27-28:

- Facilitate redevelopment of the Redlands Mall site with a new mixed-use development project, in cooperation with the property's new ownership.
- Continue implementation of the adopted 2021-2029 Housing Element and completing the relevant remaining tasks contained in the work program.
- Administer new inclusionary housing program including in-lieu fees for affordable housing projects.
- Implement and provide pre-approved ADU Standard Plans to residents and property owners.
- Facilitate the long-term expansion of the Kaiser medical facility complex on California Street with new medical office building(s).
- Assist with implementation of policies and programs in the Climate Action Plan.
- Complete a citywide historical reconnaissance survey for the historical preservation program.

Accomplishments for Fiscal Years 24-25 and 25-26:

- Completed several significant work program items listed in the 2021-2029 Housing Element including:
  - Adopted Ordinance No. 2983 to complete the required rezoning actions to accommodate the Regional Housing Needs Allocation (RHNA).
  - Adopted Ordinance No. 2985 updating housing definitions, various housing regulaions in the Zoning Regulations (RMC Title 18), and adoped new development standards for Single-Room Occupancy homes as well as Agricultural Worker housing.
  - Adopted Ordinance No. 2959 creating an Inclusionary Housing program and new chapter in the Zoning Regulaitons (RMC Title 18).
  - Prepared draft ordinance to update Accesssory Dwelling Units (ADU) development standards.
  - Hired architectural consultant to prepare pre-approved ADU Standard Plans with four different architectural styles for use by residents and property owners (available to the public at no cost).
- Adopted Ordinance No. 2961 to permit agri-tourim land uses in the Agricultural (A-1) District and related development standards and performance criteria.
- Completed a comprehensive update to the adopted Climate Action Plan.
- Completed a comprehensive update to the City's Truck Route Map (per AB 98 requirements) contained in the 2035 General Plan's "Connected City" chapter.
- Preparation and noticing responsibilities for Planning Commission agendas, Historic & Scenic Preservation Commission agendas, Development Review Committee agendas, and Minor Exception Permit Committee agendas.
- Developer completed construction of the Liberty Lane Apartments project with 80 apartments affordable to lower-income housholds located at the southwest corner of Texas St. and Lugonia Ave.

- Prepare staff reports for matters scheduled before the City Council, Planning Commission, and Historic & Scenic Preservation Commission.
- Developer completing the build-out of the Bergamot Specific Plan (SP No. 64) with 434 new single-family homes plus a new 12-acre public park (now dedicated to the City) located to the north and west of Citrus Valley High School.
- Entitled the long-term expansion of the Kaiser medical center property on California Street.
- Entitled a new mixed use project in the downtown within the Transit Villages Specific Plan.
- New hotel under construction on West Colton Ave. near downtown Redlands (Tru Hotel by Hilton).
- Several applications currently under review for new retail, commercial, and shopping center developments.
- Prepared required annual progress reports for the 2035 General Plan as well as the Housing Element.
- Provided administrative oversight, including contract administration, for Surface Mining and Reclamation Act (SMARA) compliance for six quarries and two reclamation plants operated by CEMEX Materials and Robertson's Ready Mix in the Santa Ana River Wash.
- Participated in inter-agency coordination for regional Planning efforts, including those of the San Bernardino Council of Governments (SBCOG) and other studies by the San Bernardino County Transportation Authority (SBCTA), including seeking and receiving grant funds.

DEPARTMENT/DIVISION

PLANNING

FUND

GENERAL FUND

ORGKEY

101164

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	928,925	1,127,247	1,127,247	1,277,159	1,373,069
5002	Salaries: Part-Time	1,680	16,000	16,000	33,660	33,660
5005	Vacancies	-	-	-	(44,172)	(44,554)
5101	Overtime Salaries	1,338	-	500	1,500	2,000
5202	Holiday Pay	8,848	-	6,489	-	-
5203	Bonus	5,125	2,844	6,169	4,644	4,644
5204	Accrual Payout	28,915	-	10,073	19,379	19,379
5301	Banked Leave Buy Back	2,250	22,700	22,700	3,661	3,661
5401	Pension Contributions	269,555	310,756	310,756	330,737	337,906
5501	Social Security/Medicare	68,685	79,503	79,503	90,968	92,808
5601	Deferred Compensation	36,755	18,448	45,774	21,637	21,637
5701	Health/Dental Insurance	114,440	127,435	127,435	136,473	136,850
5702	Workers' Comp Insurance	21,872	22,633	22,633	28,943	29,707
5703	Disability Insurance	2,303	1,925	1,925	3,878	4,069
5704	Unemployment Insurance	679	4,340	4,340	5,243	5,243
5705	Life Insurance	521	567	567	636	636
5801	Vehicle Allowance	5,880	3,600	3,600	5,880	5,880
5802	Eyecare Reimbursement	1,726	2,700	2,700	2,730	2,730
5803	Clothing Allowance	390	690	1,110	690	690
5903	Other Taxable Benefits	4,704	3,045	3,045	5,820	5,820
5904	Tuition Reimbursement	-	-	-	5,000	5,000
	TOTAL SALARIES AND BENEFITS	1,504,591	1,744,433	1,792,566	1,934,466	2,040,836
	SERVICES					
6005	License & Permits	269	150	3,119	500	500
6102	Legal Services	99,352	-	75,000	100,000	100,000
6106	Other Professional Services	313,745	597,245	534,232	125,583	125,583
6107	Reimb Professional Services	339,723	851,969	458,743	181,814	24,500
6304	Telephone	1,068	2,065	900	2,200	2,300
6401	Meeting & Prof Development	3,951	11,091	13,355	13,550	14,160
6402	Travel Expense/Reimbursement	2,475	4,910	10,451	5,600	5,850
6403	Training	1,245	550	1,119	575	600
6601	Postage	3,074	3,570	2,500	3,700	3,850
6703	Software Support/Development	-	26,450	10,000	-	-
6705	Filming and Microfilming	2,364	10,000	-	10,300	10,600
6710	Special Contractual Services	-	150	-	-	-
6802	Info Tech Service Charges	68,540	60,381	60,381	97,915	101,179
6803	City Garage Charges	4,961	5,168	4,523	3,658	3,316
6901	Printing and Binding	794	2,244	348	3,050	3,175
6902	Advertising	9,876	11,471	15,000	11,500	11,500
6906	Office Equip & Furn Rent	1,191	3,000	3,000	3,975	4,095
6909	Subscriptions & Memberships	4,093	5,800	4,981	6,125	6,350
6910	Labor	-	-	3,000	-	-
6912	Reimbursed Expenditures	-	-	-	-	-
	TOTAL SERVICES	856,722	1,596,213	1,200,652	570,045	417,558
	SUPPLIES					
7001	Books & Supplies	2,969	1,170	250	2,000	2,000

DEPARTMENT/DIVISION

PLANNING

FUND | **ORGKEY**

GENERAL FUND | 101164

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7002	Office Supplies	4,737	7,223	4,243	3,950	3,950
7101	Office Equipment & Furniture	-	1,170	3,569	5,000	5,000
7203	Office Equipment Maintenance	-	444	500	500	500
7206	Vehicle Maintenance	380	-	430	500	550
7211	Computer Components	4,188	1,754	488	5,500	5,500
7807	Food	798	530	950	1,550	1,575
7810	Special Departmental Supplies	387	530	2,000	2,550	2,650
	TOTAL SUPPLIES	13,460	12,824	12,429	21,550	21,725
	FIXED ASSETS					
8801	Capital Lease	4,858	16,887	3,850	3,615	3,615
	TOTAL FIXED ASSETS	4,858	16,887	3,850	3,615	3,615
	DIVISION TOTAL	**2,379,631**	**3,370,357**	**3,009,496**	**2,529,676**	**2,483,734**

DEPARTMENT SUMMARY

FUND

GENERAL FUND

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
ECONOMIC DEVELOPMENT	487,418	490,755	502,977	508,649	528,913
BUILDING & SAFETY	1,809,516	1,938,693	1,881,642	2,025,691	2,078,825
LAND USE ENGINEERING	842,250	1,073,279	841,010	884,232	949,069
PLANNING	2,379,631	3,370,357	3,009,496	2,529,676	2,483,734
DEPARTMENT TOTAL	**5,518,814**	**6,873,084**	**6,235,125**	**5,948,249**	**6,040,541**

Development Services Department
Grants Program

Program Description:

The Grants Program within the Development Services Department consists of the administration of the City's Community Development Block Grant (CDBG) program as well as researching, applying, securing, and administering other county, state, or federal grant opportunities that benefit advance planning and community development needs.

As a Participating Jurisdiction (PJ) in the County of San Bernardino's Urban County Program, the City receives an annual award from the U.S. Department of Housing and Urban Development (HUD). The County of San Bernardino administers the award on behalf of the City and retains 20% of the annual award for administrative expenses.

CDBG Program Objectives:

- Development of a viable urban community by providing decent housing, suitable living environment, and expanded economic opportunity for City residents, particularly those earning low and moderate incomes.
- Aid in the prevention or elimination of slums or blight.
- Aid in activities designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.

Other Grants Program Objectives:

- To secure funding opportunities that encourage and support advanced planning activities that help plan for future growth and development.

Significant Program Changes for Fiscal Year 2026-27 and 2027-28:

- Identify and fund new rehabilitation projects with CDBG funds that benefit low to moderate income residents with CDBG funds.
- Implement new public service programs that benefit low-to-moderate income residents with CDBG funds.
- Fund emergency generator projects at the designated cooling centers.

Accomplishments for Fiscal Year 2024-2026:

- Completed the Joslyn Senior Center Rehabilitation Project Phase I.
- Provided contract administration for the Joslyn Senior Center Rehabilitation Project Phase II.
- Provided contract administration to five CDBG funded public services programs that benefited low to moderate income residents.
- Provided contract administration for Flores Senior Center Rehabilitation Project.
- Provided contract administration for the ECBG HVAC replacement at the Joslyn Senior Center.

DEPARTMENT/DIVISION

PLANNING GRANTS

FUND

GRANTS

ORGKEY

200164

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	-	67,249	67,249	-	-
	TOTAL SALARIES AND BENEFITS	-	67,249	67,249	-	-
	SERVICES					
6005	License & Permits		366	366	-	-
6710	Special Contractual Services	54,502	46,700	46,700	-	-
6901	Printing and Binding		400	400	-	-
	TOTAL SERVICES	54,502	47,466	47,466	-	-
	SUPPLIES					
7901	Non-Capital Expenditures	29,069	8,011	8,011	-	-
	TOTAL SUPPLIES	29,069	8,011	8,011	-	-
	FIXED ASSETS					
8501	Other Betterments/Improv		279,770	279,770	-	-
8503	Building Const/Improv		545,474	545,474	-	-
8706	All Other Equipment	-	133,300	133,300	-	-
	TOTAL FIXED ASSETS	-	958,544	958,544	-	-
	DIVISION TOTAL	**83,571**	**1,081,269**	**1,081,269**	**-**	**-**

DEPARTMENT SUMMARY

FUND
GRANTS

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
PLANNING GRANTS	83,571	1,081,269	1,081,269	-	-
DEPARTMENT TOTAL	**83,571**	**1,081,269**	**1,081,269**	**-**	**-**

Development Services Department
Inclusionary Housing Program

Program Description:

The Inclusionary Housing Program, adopted by the City Council on December 19, 2023, is an integral part of the City's implementation programs contained in the 2021-2029 Housing Element. The Inclusionary Housing Program requires that a percentage of housing units in new residential developments be provided at an affordable cost to low- and moderate-income households, or an in-lieu fee be paid, in all new residential developments with ten (10) or more residential units.

The in-lieu fees collected under this program must be utilized for the provision of housing affordable to Very Low-income, Low-income, and Moderate-income households in the City, and administration and compliance monitoring of the Inclusionary Housing Program.

Inclusionary Housing Program Objectives:

- Promote the development of affordable housing throughout the City.
- Increase the supply of housing affordable to very low-, low- and moderate-income families through the assistance and cooperation of private residential developers.

Significant Program Changes for Fiscal Year 2026-27 and 2027-28:

- This was a new program and budget added for this fiscal year.
- Received In-Lieu revenue in the amount of $1.86 million in 2025-2026 for future projects.

DEPARTMENT/DIVISION

INCLUSIONARY HOUSING OPERATIONS

FUND | **ORGKEY**

INCLUSIONARY HOUSING | 255900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	-	75,000	75,000	-	-
	TOTAL SALARIES AND BENEFITS	-	75,000	75,000	-	-
	SERVICES					
6102	Legal Services	-	35,000	35,000	35,000	35,000
	TOTAL SERVICES	-	35,000	35,000	35,000	35,000
	DIVISION TOTAL	**-**	**110,000**	**110,000**	**35,000**	**35,000**

DEPARTMENT/DIVISION

INCLUSIONARY HOUSING PROJECTS/GRANTS

FUND	**ORGKEY**
INCLUSIONARY HOUSING	255910

OBJECT		**FY 2025 ACTUAL (AUDITED)**	**FY 2026 ADJUSTED BUDGET**	**FY 2026 12 MONTH ESTIMATED**	**FY 2027 CITY MANAGER RECOMMENDED**	**FY 2028 CITY MANAGER RECOMMENDED**
	SERVICES					
6106	Other Professional Services	-	35,000	35,000	35,000	35,000
	TOTAL SERVICES	-	35,000	35,000	35,000	35,000
	DIVISION TOTAL	**-**	**35,000**	**35,000**	**35,000**	**35,000**

DEPARTMENT SUMMARY

FUND

INCLUSIONARY HOUSING

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
INCLUSIONARY HOUSING OPERATIONS	-	110,000	110,000	35,000	35,000
INCLUSIONARY HOUSING PROJECTS/GRANTS	-	35,000	35,000	35,000	35,000
DEPARTMENT TOTAL	**-**	**145,000**	**145,000**	**70,000**	**70,000**

Facilities and Community Services

Program Description:

The mission of the Facilities and Community Services Department is to promote and develop policies and practices that minimize impact to the environment, improve response experience to reports and service requests, provide quality service to city residents, businesses, and visitors, and improve the quality of life for present and future generations.

Program Objectives:

- Administration: Providing customer service and support to residents, businesses, and visitors of the city for requests for service and information.
- Animal Services: Overseeing animal welfare and services.
- Building Maintenance Division: Maintaining city facilities and projects.
- Citrus Groves and Preservation Division: Focusing on the preservation and management of the City's citrus groves.
- Code Enforcement Division: Ensuring compliance with state and local laws and codes.
- Downtown Division: Managing the City's Certified Farmers Markets and other downtown events, promoting tourism, and serving the downtown business community.
- Equipment Maintenance Division: Maintaining the city fleet, operating the natural gas fuel station, and maintenance of the Corporate Yard.
- Hillside Memorial Park: Management and operation of the city-owned cemetery.
- Parks Division: Maintaining parks, Landscape Maintenance Districts, and Community Facility Districts.
- Recreation and Senior Services Divisions: Managing Community and Senior Centers and their programs.
- Redlands Municipal Airport: Management and operation of the city-owned airport.
- State Street Building (Future City Hall): Management and operation of the new city hall facility.
- Street Tree Division: Providing tree trimming and emergency tree services.
- Street Maintenance and Electrical: Maintaining the city streets, street lighting and public right of way areas.
- Solid Waste and Landfill Division: Collection of residential and commercial green waste, refuse, recyclables, operating the California Street Landfill, and developmental and implementation of the city's recycling programs.

Accomplishments Fiscal Year 2024-2026:

- Issued 371 special events permits.
- Processed 2607 work orders.
- Completed 14 Capital Improvement Projects.

Fiscal Year 2026-2028 Goals:

- Issuance of 420 special events permits.
- Process 2900 work orders.
- Complete 21 Capital Improvement Projects.

DEPARTMENT/DIVISION

FACILITIES AND COMMUNITY SERVICES ADMINISTRATION

FUND

GENERAL FUND

ORGKEY

101300

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	417,872	378,726	378,726	252,798	288,092
5005	Vacancies	-	-	-	(12,627)	(12,863)
5101	Overtime Salaries	8,195	1,500	10,000	8,195	8,195
5202	Holiday Pay	3,351	-	1,932	-	-
5203	Bonus	3,975	3,564	3,564	3,601	3,601
5204	Accrual Payout	28,627	-	25,757	28,685	28,685
5301	Banked Leave Buy Back	97	32,164	1,582	115	115
5401	Pension Contributions	120,378	157,731	157,731	120,530	123,053
5501	Social Security/Medicare	31,379	38,373	38,373	33,578	34,325
5601	Deferred Compensation	9,567	11,015	11,015	9,904	9,911
5701	Health/Dental Insurance	72,144	92,308	92,308	61,193	61,483
5702	Workers' Comp Insurance	18,543	19,188	19,188	44,728	45,910
5703	Disability Insurance	1,565	1,276	1,276	2,079	2,181
5704	Unemployment Insurance	325	2,322	2,322	2,040	2,040
5705	Life Insurance	292	337	337	297	297
5801	Vehicle Allowance	4,560	5,016	5,016	4,560	4,560
5802	Eyecare Reimbursement	2,100	1,605	1,605	1,182	1,182
5803	Clothing Allowance	306	831	831	636	636
5903	Other Taxable Benefits	1,651	1,002	1,002	1,701	1,701
5904	Tuition Reimbursement	-	-	-	-	-
5905	Employee Wellness Program	901	-	601	-	-
	TOTAL SALARIES AND BENEFITS	725,830	746,958	753,166	563,195	603,104
	SERVICES					
6005	License & Permits	27,293	-	27,293	28,112	28,955
6006	Taxes	104	-	-	-	-
6102	Legal Services	-	-	111	-	-
6106	Other Professional Services	7,146	18,375	18,375	5,000	5,000
6301	Water Wastewater Refuse	-	321	-	-	-
6304	Telephone	11,016	8,190	8,190	9,000	9,000
6401	Meeting & Prof Development	2,409	1,600	5,000	5,150	5,250
6402	Travel Expense/Reimbursement	4,470	1,680	2,217	2,300	2,500
6403	Training	515	3,400	505	-	-
6501	Settlements/Judgments	-	1,820,000	1,820,000	-	-
6601	Postage	13,724	1,995	1,500	2,055	2,117
6703	Software Support/Development	-	840	30,840	30,000	30,000
6708	Special Program Expenditures	20,000	51,000	162,735	380,308	380,308
6710	Special Contractual Services	131,693	355,320	200,000	150,000	151,500
6802	Info Tech Service Charges	83,772	73,799	73,799	119,674	123,663
6803	City Garage Charges	63,502	66,154	28,945	23,412	21,224
6901	Printing and Binding	6,996	6,600	6,600	6,463	6,463
6902	Advertising	5,000	-	-	1,000	1,000
6906	Office Equip & Furn Rent	1,659	4,310	3,000	4,310	4,310
6909	Subscriptions & Memberships	2,466	7,516	7,976	8,553	8,858
6910	Labor	993	18,783	18,783	-	-
	TOTAL SERVICES	382,758	2,439,883	2,415,869	775,337	780,148

DEPARTMENT/DIVISION

FACILITIES AND COMMUNITY SERVICES ADMINISTRATION

FUND

GENERAL FUND

ORGKEY

101300

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7002	Office Supplies	17,653	23,750	13,000	16,223	16,709
7004	Uniform/Safety Clothing	612	840	2,000	1,000	1,000
7101	Office Equipment & Furniture	6,791	36,948	10,500	10,815	11,140
7204	Building/Grounds Maintenance	-	-	713,000	-	-
7205	Machinery & Equip. Maint.	-	4,482	-	-	-
7206	Vehicle Maintenance	1,432	1,447	1,447	1,447	1,447
7208	Repair/Maintenance Supplies	365	220	2,446	250	250
7209	Janitorial Supplies	-	857	-	-	-
7211	Computer Components	3,975	10,150	7,000	10,150	10,150
7807	Food	4,918	6,825	7,500	8,000	8,000
7810	Special Departmental Supplies	3,501	9,272	1,000	1,050	1,050
7901	Non-Capital Expenditures	223	4,000	-	1,000	1,000
	TOTAL SUPPLIES	39,471	98,791	757,893	49,935	50,746
	FIXED ASSETS					
8001	Land Acquisitions	365	-	25,304	-	-
8301	Construction In Progress	22,263	-	-	-	-
8501	Other Betterments/Improv	-	713,038	-	-	-
8706	All Other Equipment	-	50,000	50,000	-	-
8801	Capital Lease	33,657	44,944	22,609	22,316	22,316
	TOTAL FIXED ASSETS	56,284	807,982	97,913	22,316	22,316
	DIVISION TOTAL	**1,204,343**	**4,093,614**	**4,024,841**	**1,410,782**	**1,456,313**

Facilities and Community Services
Building Maintenance Division

Program Description:

The Building Maintenance Division performs routine maintenance and emergency services for all City-owned facilities, and oversees all capital improvement projects. This division provides maintenance services to all City facilities totaling approximately 583,000 square feet, including the Citrus Center, Civic Center, three parking structures, A.K. Smiley Library, Lincoln Shrine, Contemporary Club, four Fire stations, Police Annex, Joslyn Senior Center, Community and Senior Center, Corporate Yard, Redlands Airport, Landfill, Hillside Memorial Park and 1625 Redlands Blvd. In 2026, the State Street building at 300 E. State Street and the Museum of Redlands was added to the City facility list as well.

This Division is utilized for a wide range of building maintenance functions including carpentry, plumbing, electrical, HVAC, painting, furniture assembly and relocation, general cleaning services, and special projects including office construction, remodeling, janitorial issues, and environmental testing.

City staff prepares scope of services, solicits bids, and administers contracts for various vendors to provide ongoing and specialized maintenance services. Among the contracted services are janitorial, pest control, HVAC maintenance, elevator servicing, and security alarm systems.

Program Objectives:

- Provide quality service when responding to calls from various departments regarding maintenance and repair of City-owned facilities.
- Reduce response time for maintenance and service calls.
- Work synergistically with other divisions for various department and city-wide projects.
- Manage CIP and other facility related projects.

Accomplishments for Fiscal Year 2024-2026:

- HVAC replacement at Joslyn Senior Center.
- Managed Animal Shelter Kennel Expansion.
- Managed Citrus Avenue Parking Structure Improvement Plan.
- Managed Ford Park Restroom Placement Project.
- Managed the Library Modernization Project.
- Worked alongside Tilden-Coil on State Street building Renovation Project.
- Completed Fire Station 2 remodel project.
- Completed 860 work orders.

Goals for Fiscal Year 2026-2028:

- Complete Citrus Center Remodel and move city staff into new offices.
- Manage CIP projects for Roof and HVAC replacements at several City Facilities.
- Complete 265 preventative maintenance requests.
- Complete 680 work orders.

DEPARTMENT/DIVISION

BUILDING MAINTENANCE

FUND

GENERAL FUND

ORGKEY

101301

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	487,111	580,455	580,455	637,580	683,943
5002	Salaries: Part-Time	-	-	11,415	-	-
5005	Vacancies	-	-	-	(23,782)	(24,044)
5101	Overtime Salaries	67,367	29,242	85,000	50,000	55,000
5201	Stand By	4,684	-	8,000	5,000	5,000
5202	Holiday Pay	10,702	-	-	-	-
5203	Bonus	-	440	440	-	-
5204	Accrual Payout	1,624	-	10,042	1,650	1,650
5301	Banked Leave Buy Back	3,955	14,156	14,156	4,422	4,422
5401	Pension Contributions	140,829	168,440	168,440	153,941	156,410
5501	Social Security/Medicare	44,177	43,873	43,873	42,325	42,943
5601	Deferred Compensation	3,518	4,796	4,796	3,932	3,990
5701	Health/Dental Insurance	119,230	153,347	153,347	123,852	124,184
5702	Workers' Comp Insurance	21,230	21,968	21,968	20,574	21,117
5703	Disability Insurance	4,446	4,143	4,143	4,972	5,047
5704	Unemployment Insurance	547	3,147	3,147	3,103	3,103
5705	Life Insurance	431	457	457	451	451
5801	Vehicle Allowance	-	600	600	-	-
5802	Eyecare Reimbursement	-	2,175	2,175	2,145	2,145
5803	Clothing Allowance	810	1,830	1,830	2,010	2,010
5804	Uniform Rental	408	-	278	-	-
5903	Other Taxable Benefits	2,641	2,813	2,813	3,653	3,653
	TOTAL SALARIES AND BENEFITS	913,710	1,031,882	1,117,375	1,035,828	1,091,025
	SERVICES					
6005	License & Permits	1,350	-	-	5,000	5,000
6007	Penalties and Interest	1,700	-	45	-	-
6301	Water Wastewater Refuse	122,927	130,826	130,826	162,767	167,650
6304	Telephone	24,180	17,544	17,544	18,070	18,613
6307	Electricity & Gas	1,023,305	931,173	931,173	1,043,156	1,074,451
6402	Travel Expense/Reimbursement	3	-	58	-	-
6403	Training	401	1,721	1,721	1,773	1,826
6601	Postage	-	-	48	-	-
6703	Software Support/Development	103,653	4,984	43,093	30,000	30,900
6710	Special Contractual Services	141,561	150,886	150,840	153,325	155,885
6712	Landfill Tipping Charges	-	1,092	1,092	1,125	1,159
6802	Info Tech Service Charges	30,462	26,836	26,836	43,518	44,968
6803	City Garage Charges	42,665	44,447	38,895	31,460	28,520
6901	Printing and Binding	716	-	109	-	-
6902	Advertising	-	2,122	2,122	2,185	2,251
6903	Janitorial Services	411,771	477,405	477,405	548,805	565,269
6904	Land and Building Rent	12,000	-	6,000	6,000	6,000
6908	Other Rentals	195,358	54,188	190,000	190,000	100,000
6910	Labor	302,513	290,008	290,008	300,000	303,000
	TOTAL SERVICES	2,414,565	2,133,232	2,307,816	2,537,184	2,505,491
	SUPPLIES					
7002	Office Supplies	1,915	4,065	2,000	2,642	2,721

DEPARTMENT/DIVISION

BUILDING MAINTENANCE

FUND	**ORGKEY**
GENERAL FUND	101301

OBJECT		**FY 2025 ACTUAL (AUDITED)**	**FY 2026 ADJUSTED BUDGET**	**FY 2026 12 MONTH ESTIMATED**	**FY 2027 CITY MANAGER RECOMMENDED**	**FY 2028 CITY MANAGER RECOMMENDED**
	SUPPLIES					
7004	Uniform/Safety Clothing	7,224	6,203	10,000	10,000	10,000
7101	Office Equipment & Furniture	1,436	1,700	3,500	1,751	1,804
7102	Small Tools & Equipment	5,461	4,000	4,000	4,120	4,244
7204	Building/Grounds Maintenance	11,074	-	-	-	-
7205	Machinery & Equip. Maint.	3,110	-	-	-	-
7206	Vehicle Maintenance	2,943	-	4,333	5,000	5,000
7208	Repair/Maintenance Supplies	334,091	352,160	362,724	253,818	262,653
7209	Janitorial Supplies	8,810	10,609	10,609	10,927	11,255
7210	Building Supplies	1,779	26,503	3,000	5,000	7,000
7211	Computer Components	1,685	-	1,500	1,000	1,000
7807	Food	170	750	750	773	796
7810	Special Departmental Supplies	25,893	120,418	45,000	50,000	50,000
	TOTAL SUPPLIES	405,590	526,408	447,417	345,031	356,472
	FIXED ASSETS					
8501	Other Betterments/Improv	-	-	-	225,000	-
8503	Building Const/Improv	33,214	-	-	-	-
8704	Motor Vehicles	141,884	-	-	-	-
8706	All Other Equipment	20,500	-	-	-	-
8801	Capital Lease	(14,022)	53,462	100,147	89,335	89,335
	TOTAL FIXED ASSETS	181,576	53,462	100,147	314,335	89,335
	DEBT SERVICE					
9002	Principal - Lease	52,074	-	-	-	-
9102	Interest - Lease	3,895	-	-	-	-
	TOTAL DEBT SERVICE	55,968	-	-	-	-
	DIVISION TOTAL	**3,971,409**	**3,744,983**	**3,972,754**	**4,232,379**	**4,042,323**

Facilities and Community Service
Streets and Electrical Division

Program Description:

The Street Division provides for the general maintenance and repair of 314 miles of streets, and 90 miles of storm drains within the city. Crews respond to approximately 1,000 annual calls for routine street maintenance services.

The division also provides routine street cleaning and sweeping services on public roadways within the city. Cleaning actions include mechanical sweeping, debris removal, storm cleanup, and other related services. Streets are swept on a bi-monthly basis totaling 510 curb-miles swept during each sweeping rotation, equating to 1,020 curb-miles cleaned per month.

The division is also charged with providing the maintenance and repair of 72 city-owned traffic signals and approximately 5,000 city-owned streetlights.

Program Objectives:

- Patch and repair asphalt surfaces, including potholes, utility trenches, and cracks.
- Repair and ramping of sidewalks damaged by tree roots.
- General maintenance and repair to the storm drain system, including clearing of vegetation, repairs to open and rock channels, debris removal, clearing of blockages, and general inspections.
- Operation of a weed abatement program to include shoulder grading and mowing, spraying, and removal to comply with Fire Department abatement requirements.
- Provide support to public safety departments for barricades, signs, and human resources in response to emergencies.
- Install, replace, repair, and maintain all traffic signage within the public right-of-way.
- Install, restore, and maintain all roadway markings and striping, including painted curbs, street legends, crosswalks, centerline and lane-line stripes, and parking lot lines.
- The field service coordinator is responsible for oversight of the City's contracted street sweeping and traffic signal infrastructure.
- Service, repair, and maintain streetlights.

Accomplishments for Fiscal Year 2024-2026:

- Maintained over 300 miles of streets, including potholing and skin patching, and sidewalk ramping, using 10 tons of asphalt in 457 locations.
- Provide street sweeping for 12,000 curb miles throughout the City.
- Completed approximately 7,800 underground service alert tickets. These are USA dig alerts that the streets / electrical to have to locate underground utilities
- Serviced and/or repaired 1,560 street lights.
- Completed annual cleaning of all storm drain inlets and channels.
- Fabricated, replaced, or serviced 870 street signs.
- Replaced 27 streetlights/traffic signals knocked down in traffic accidents.
- Provided 400 labor hours, eradicating illegal dumps.
- Roughly 12 lane miles of curbs to sweep added to stripe

Projects Completed:

- Worked with SBCTA on light rail traffic signal integration.
- Replaced 4 power pedestals that were knocked down in traffic accidents.
- Cleared canyon roads during heavy winter rain events.
- Retro fitted intersection traffic signal power feed Redlands Blvd. and Orange St.
- Installation of approx. 2,900 linear ft of guardrail from Ford St to Palm Ave.
- Worked alongside Parks and Building Maintenance staff to complete various downtown projects including Christmas holiday decorations and lighting and community service day.
- Completed city wide speed limit sign replacement estimated 70 signs.

Accomplishments for Fiscal Year 2024-2026:

- 586 Field Responses.
- 463 Signs created and replaced.
- 8,000 underground service alerts.

Goals for Fiscal Year 2026-2028:

- 430 field responses.
- 454 signs create and replace.
- 8,200 Underground service alerts.

DEPARTMENT/DIVISION

ELECTRICAL

FUND

GENERAL FUND

ORGKEY

101302

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	77,204	95,003	95,003	91,432	99,388
5005	Vacancies	-	-	-	(3,655)	(3,696)
5101	Overtime Salaries	-	4,000	4,000	-	-
5202	Holiday Pay	3,463	-	1,497	-	-
5204	Accrual Payout	608	-	2	238	238
5301	Banked Leave Buy Back	2,561	3,911	3,911	1,487	1,487
5401	Pension Contributions	23,048	28,216	28,216	24,491	25,368
5501	Social Security/Medicare	6,394	7,596	7,596	6,785	7,014
5601	Deferred Compensation	300	300	10,631	300	300
5701	Health/Dental Insurance	25,926	32,621	32,621	33,268	33,356
5702	Workers' Comp Insurance	2,739	2,834	2,834	2,850	2,925
5703	Disability Insurance	591	779	779	816	857
5704	Unemployment Insurance	92	543	543	543	543
5705	Life Insurance	68	79	79	79	79
5802	Eyecare Reimbursement	299	375	375	375	375
5803	Clothing Allowance	300	338	338	600	600
5804	Uniform Rental	106	-	69	-	-
5903	Other Taxable Benefits	2	38	38	188	188
	TOTAL SALARIES AND BENEFITS	143,701	176,633	188,532	159,795	169,020
	SERVICES					
6007	Penalties and Interest	-	-	40	-	-
6008	State Mandated Fees	2,361	3,500	3,500	3,500	3,605
6304	Telephone	2,176	2,500	2,500	2,575	2,652
6307	Electricity & Gas	10,041	8,000	8,000	8,240	8,487
6311	Elec Service-CA Traffic Sgl	26,633	24,000	24,000	24,720	25,462
6312	Elec Service-City Traffic Sgl	79,774	70,000	70,000	72,100	74,263
6314	Elec Service-SCE Street Light	661	3,000	3,000	3,090	3,183
6315	Electric Service-Street Light	651,370	600,000	600,000	618,000	636,540
6316	Elec Service-State Str Light	73,028	40,000	40,000	41,200	42,436
6402	Travel Expense/Reimbursement	-	250	-	-	-
6403	Training	812	1,300	1,300	1,339	1,379
6710	Special Contractual Services	452,396	628,600	600,000	600,000	600,000
6802	Info Tech Service Charges	15,231	13,418	13,418	21,759	22,484
6803	City Garage Charges	65,486	68,221	59,699	48,287	43,774
6902	Advertising	-	500	100	515	530
6904	Land and Building Rent	9,608	12,128	12,128	12,492	12,867
	TOTAL SERVICES	1,389,577	1,475,417	1,437,685	1,457,817	1,477,662
	SUPPLIES					
7002	Office Supplies	18	1,000	-	-	-
7003	Awards/Recognition Prgm	-	500	500	515	530
7004	Uniform/Safety Clothing	-	600	-	-	-
7102	Small Tools & Equipment	-	2,000	-	-	-
7205	Machinery & Equip. Maint.	-	15,000	-	-	-
7208	Repair/Maintenance Supplies	292,961	209,996	150,000	155,400	160,962
7209	Janitorial Supplies	-	50	-	-	-
7210	Building Supplies	-	500	-	-	-

DEPARTMENT/DIVISION

ELECTRICAL

FUND

GENERAL FUND

ORGKEY

101302

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7211	Computer Components	-	1,000	-	-	-
7804	Medical Supplies	-	100	-	-	-
7807	Food	-	250	-	258	265
7810	Special Departmental Supplies	159	11,000	5,000	7,000	8,000
	TOTAL SUPPLIES	293,138	241,996	155,500	163,173	169,758
	FIXED ASSETS					
8706	All Other Equipment	136,281	-	-	-	-
8801	Capital Lease	(9,291)	-	-	-	-
	TOTAL FIXED ASSETS	126,989	-	-	-	-
	DEBT SERVICE					
9001	Principal	21,684	-	-	-	-
9002	Principal - Lease	9,081	-	-	-	-
9101	Interest	1,816	-	-	-	-
9102	Interest - Lease	211	-	-	-	-
	TOTAL DEBT SERVICE	32,791	-	-	-	-
	DIVISION TOTAL	**1,986,197**	**1,894,046**	**1,781,717**	**1,780,784**	**1,816,440**

DEPARTMENT/DIVISION

STREETS

FUND

GENERAL FUND

ORGKEY

101304

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	800,396	888,186	888,186	943,865	1,018,873
5005	Vacancies	-	-	-	(37,979)	(38,353)
5101	Overtime Salaries	39,263	35,000	40,000	36,050	37,132
5201	Stand By	10,703	15,000	15,000	15,450	15,914
5202	Holiday Pay	16,234	-	12,260	-	-
5204	Accrual Payout	3,130	-	1,637	991	991
5301	Banked Leave Buy Back	23,643	24,496	27,799	9,852	9,852
5401	Pension Contributions	236,326	259,743	259,743	251,111	253,190
5501	Social Security/Medicare	68,334	68,873	68,873	69,732	70,218
5601	Deferred Compensation	1,248	1,248	32,241	1,248	1,248
5701	Health/Dental Insurance	181,733	168,066	168,066	237,840	238,430
5702	Workers' Comp Insurance	95,393	98,712	98,712	96,544	99,093
5703	Disability Insurance	8,157	8,535	8,535	10,602	10,693
5704	Unemployment Insurance	955	5,768	5,768	5,768	5,768
5705	Life Insurance	801	837	837	839	839
5802	Eyecare Reimbursement	580	3,987	3,987	3,987	3,987
5803	Clothing Allowance	3,450	3,788	3,788	4,100	4,100
5804	Uniform Rental	1,554	-	735	-	-
5903	Other Taxable Benefits	2,178	2,856	2,856	3,494	3,494
	TOTAL SALARIES AND BENEFITS	1,494,078	1,585,095	1,639,021	1,653,493	1,735,468
	SERVICES					
6004	Bank/Collection Agent Fees	-	60	-	-	-
6005	License & Permits	-	206,000	-	-	-
6007	Penalties and Interest	4	309	309	-	-
6105	Medical/Physicals	1,350	2,060	2,060	2,122	2,060
6106	Other Professional Services	-	-	4,483	-	-
6301	Water Wastewater Refuse	4,196	4,635	4,635	4,774	4,635
6304	Telephone	7,733	6,695	5,500	6,896	6,695
6307	Electricity & Gas	19,971	12,875	12,875	13,261	12,875
6401	Meeting & Prof Development	-	2,575	1,000	2,652	2,575
6402	Travel Expense/Reimbursement	-	3,914	-	4,031	3,914
6403	Training	4,600	10,300	8,000	8,000	8,000
6601	Postage	-	103	-	106	103
6703	Software Support/Development	-	-	2,153	2,200	2,400
6710	Special Contractual Services	1,056,805	947,912	1,084,912	755,036	758,836
6712	Landfill Tipping Charges	17,918	87,550	20,000	20,000	20,600
6802	Info Tech Service Charges	91,387	80,508	80,508	108,000	111,600
6803	City Garage Charges	597,778	614,328	412,464	362,884	295,808
6901	Printing and Binding	-	103	-	-	-
6902	Advertising	291	1,030	-	-	-
6908	Other Rentals	4,291	25,750	15,000	20,000	20,000
6909	Subscriptions & Memberships	-	1,030	-	-	-
6910	Labor	5,614	62,272	15,000	15,000	20,000
6911	Bad Debt Expense	108	-	-	-	-
	TOTAL SERVICES	1,812,047	2,070,009	1,668,898	1,324,963	1,270,101

DEPARTMENT/DIVISION

STREETS

FUND

GENERAL FUND

ORGKEY

101304

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7002	Office Supplies	2,595	6,090	3,000	3,183	3,278
7003	Awards/Recognition Prgm	-	3,090	2,000	3,183	3,278
7004	Uniform/Safety Clothing	26,497	36,050	36,050	37,132	38,245
7101	Office Equipment & Furniture	-	515	127	-	-
7102	Small Tools & Equipment	10,174	15,450	10,000	15,914	16,391
7204	Building/Grounds Maintenance	-	15,450	-	-	-
7206	Vehicle Maintenance	4,786	3,090	5,000	3,183	3,278
7208	Repair/Maintenance Supplies	192,616	227,666	211,180	198,094	204,936
7209	Janitorial Supplies	2,567	2,060	2,060	2,122	2,185
7211	Computer Components	-	-	554	-	-
7802	Purchased Water	439	-	700	-	-
7804	Medical Supplies	-	309	-	-	-
7807	Food	1,998	1,030	500	1,061	1,093
7810	Special Departmental Supplies	30,874	31,013	50,000	31,827	32,782
	TOTAL SUPPLIES	272,548	341,812	321,170	295,696	305,467
	FIXED ASSETS					
8403	Street Construction	21,995	-	-	-	-
8602	Other Land Improvements	174,600	-	-	-	-
8704	Motor Vehicles	89,628	580,813	580,813	-	-
8706	All Other Equipment	43,149	101,439	60,000	-	-
8801	Capital Lease	31,437	72,124	70,556	67,063	67,063
	TOTAL FIXED ASSETS	360,810	754,376	711,369	67,063	67,063
	DEBT SERVICE					
9001	Principal	29,870	30,835	30,835	17	-
9002	Principal - Lease	40,871	-	-	-	-
9101	Interest	2,241	1,165	1,165	84	-
9102	Interest - Lease	2,249	-	-	-	-
	TOTAL DEBT SERVICE	75,231	32,000	32,001	101	-
	DIVISION TOTAL	**4,014,713**	**4,783,292**	**4,372,460**	**3,341,316**	**3,378,098**

Facilities and Community Services
Parks Division

Program Description:

The Parks Division is responsible for the maintenance and upkeep of approximately 800 acres consisting of 27 established parks, over 60 water well and reservoir sites, parking lots, 14.5 acres of median strips and traffic islands throughout the City, the downtown area, and the improved I-10 Gateway. The division is comprised of 20 full-time employees who provide maintenance to the City's Park and open space system. The division also has a dedicated staff member to handle graffiti abatement within the city. City parks and medians. Parks Division staff also help facilitate special events along with maintaining all the downtown areas within the City's purview.

Program Objectives:

- Provide clean, safe, and attractive open space and parkland areas.
- Maintain irrigation systems and facility plumbing systems in all areas of responsibility.
- Maintain playgrounds and other facilities in a safe and clean manner.
- Maintain city owned medians, trails and open space.
- Oversee, coordinate, and assist with various park volunteer efforts and other programs.
- Support the annual Day of Service volunteer event.

Accomplishments for Fiscal Year 2024-2026:

- Annual Dog Park renovation and seeding.
- Ford Park and Sylvan Park annual Day of Service events.
- Texonia Park Renovation design work completed and awarded grant funds.
- BMX pump track design work completed.
- Parks Master Plan completed.
- Acceptance of Coyazo Park.
- Closed out 685 graffiti abatement work orders.

Goals for Fiscal Year 2026-2028:

- Texonia Park renovations, construction phase.
- Sylvan restroom renovation.
- Playground and restroom replacements.
- Replacement of bleachers in various parks.
- Coyazo Park Crow's nest building completion.
- Park maintenance increased to 840 acres.
- 5 park renovations completed.

DEPARTMENT/DIVISION

PARKS

FUND

GENERAL FUND

ORGKEY

101303

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	944,958	1,114,240	1,114,240	1,105,303	1,198,672
5005	Vacancies	-	-	-	(44,371)	(45,009)
5101	Overtime Salaries	160,928	124,800	100,000	120,000	125,000
5201	Stand By	14,612	8,000	13,000	8,240	8,487
5202	Holiday Pay	28,344	-	13,724	-	-
5203	Bonus	143	-	-	-	-
5204	Accrual Payout	1,131	-	381	953	953
5301	Banked Leave Buy Back	21,071	22,057	24,590	10,172	10,172
5401	Pension Contributions	282,627	330,808	330,808	302,884	308,669
5501	Social Security/Medicare	88,716	87,291	87,291	85,005	86,471
5601	Deferred Compensation	1,200	1,200	1,200	1,200	1,200
5701	Health/Dental Insurance	258,755	243,513	243,513	236,519	237,164
5702	Workers' Comp Insurance	43,820	45,344	45,344	76,312	78,327
5703	Disability Insurance	10,997	11,204	11,204	13,332	13,598
5704	Unemployment Insurance	1,260	7,986	7,986	7,573	7,573
5705	Life Insurance	1,091	1,159	1,159	1,101	1,101
5802	Eyecare Reimbursement	610	5,520	5,520	5,235	5,235
5803	Clothing Allowance	4,103	5,325	5,325	6,166	6,166
5804	Uniform Rental	1,844	-	1,017	-	-
5903	Other Taxable Benefits	427	450	450	2,918	2,918
5904	Tuition Reimbursement	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	1,866,636	2,008,897	2,006,752	1,938,544	2,046,697
	SERVICES					
6005	License & Permits	-	-	2,001	-	-
6007	Penalties and Interest	-	-	76	-	-
6105	Medical/Physicals	165	-	100	-	-
6301	Water Wastewater Refuse	223,580	420,887	250,000	250,000	260,000
6304	Telephone	7,611	7,600	7,600	7,600	7,600
6307	Electricity & Gas	128,330	96,067	96,067	120,000	120,000
6402	Travel Expense/Reimbursement	628	-	881	-	-
6403	Training	8,068	3,986	11,000	3,986	3,986
6710	Special Contractual Services	1,366,133	1,355,100	1,206,529	1,277,465	1,318,722
6712	Landfill Tipping Charges	29,905	26,264	26,264	26,264	26,264
6802	Info Tech Service Charges	152,312	134,180	134,180	157,800	163,060
6803	City Garage Charges	518,400	531,634	331,056	304,355	242,748
6901	Printing and Binding	66	-	-	-	-
6902	Advertising	3,822	400	-	-	-
6903	Janitorial Services	-	17,500	-	-	-
6908	Other Rentals	3,655	2,833	2,833	2,833	2,833
6910	Labor	73,835	174,097	85,000	80,000	85,000
	TOTAL SERVICES	2,516,509	2,770,548	2,153,586	2,230,303	2,230,213
	SUPPLIES					
7002	Office Supplies	4,007	9,000	2,000	4,000	4,000
7004	Uniform/Safety Clothing	41,576	45,856	45,856	47,232	48,649
7102	Small Tools & Equipment	27,739	41,299	15,900	42,538	43,814
7204	Building/Grounds Maintenance	-	100,548	100,548	50,000	50,000

DEPARTMENT/DIVISION

PARKS

FUND

GENERAL FUND

ORGKEY

101303

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7206	Vehicle Maintenance	9,216	6,507	10,000	10,000	10,000
7208	Repair/Maintenance Supplies	287,973	231,331	231,331	208,271	215,419
7209	Janitorial Supplies	38,228	38,714	38,714	39,876	41,072
7210	Building Supplies	11,250	-	-	-	-
7807	Food	199	750	750	1,000	1,000
7810	Special Departmental Supplies	20,334	49,004	75,000	-	-
7901	Non-Capital Expenditures	132,365	-	67,779	-	-
	TOTAL SUPPLIES	572,887	523,009	587,879	402,917	413,954
	FIXED ASSETS					
8501	Other Betterments/Improv	716,398	2,552,485	1,738,746	295,230	-
8503	Building Const/Improv	-	170,000	830,022	-	-
8602	Other Land Improvements	-	-	243,718	-	-
8704	Motor Vehicles	67,404	-	-	-	-
8706	All Other Equipment	31,831	90,000	-	-	-
8801	Capital Lease	60,967	188,101	221,478	197,227	197,227
	TOTAL FIXED ASSETS	876,599	3,000,586	3,033,963	492,457	197,227
	DEBT SERVICE					
9002	Principal - Lease	71,543	-	-	-	-
9102	Interest - Lease	7,659	-	-	-	-
	TOTAL DEBT SERVICE	79,202	-	-	-	-
	DIVISION TOTAL	**5,911,834**	**8,303,040**	**7,782,180**	**5,064,221**	**4,888,092**

Facilities and Community Services
Trees

Program Description:

The City's urban forest is a recognized asset and landmark of the City of Redlands, valued at approximately $151,929,920.00. The Facilities and Community Services Street Tree Division staff oversee the maintenance of approximately 56,520 tree sites located within the City's right-of-way, City-owned facilities, parking lots, trails, and parks. Of these sites, approximately 43,720 are home to living trees. This count includes approximately 6,675 trees within the City's park system, and the remaining 37,045 trees in parkway areas, easement areas, and City-owned properties. Palm trees continue to be the single most prominent genus of trees within the City's inventory, which numbers approximately 8,875. A close second is the Crape Myrtle tree which numbers approximately 6,872. Both of these tree species are iconic Redlands trees. In partnership with the Redlands Street Tree Committee, the Street Tree Division is dedicated to the continued enhancement, maintenance, and care of this living asset.

Program Objectives:

- Provide trimming (based on safety, tree health, and aesthetics) and maintenance of City trees with a primary focus on individual specimens within the city right-of-way.
- Provide safe and efficient removals of dead, diseased, and hazardous trees, either on a pre-approved or emergency basis.
- Provide an active response to mitigate and resolve emergency tree concerns.
- Work cooperatively with various volunteer groups, special interest organizations, and city departments to promote urban forest health and preservation.
- Provide continual updates to maintain accurate records and reports.

Significant Program Changes and Process Improvements:

The Street Tree Division advanced a focused tree replacement initiative in partnership with a contractor, establishing a target for removal and planting to meet a 1:1 ratio. Through coordinated planning and execution, the program exceeded expectations, resulting in 480 newly planted trees. This effort not only addressed immediate canopy loss but also strengthened the long-term sustainability and resilience for the City's tree canopy.

Accomplishments for Fiscal Year 2024-2026:

- 476 trees were removed
- 12,430 trees were pruned
- 540 trees were planted

Goals for Fiscal Year 2026-2028:

- Tree replacement and removal is a 1:1 ratio.
- Continued to fulfill tree trimming service that meets the needs of the community for safety and welfare.
- 50 new trees will be planted with volunteer work
- Estimated 800 (400 per year) trees will be removed.
- Estimated 13,000 (6,500 per year) trees will be trimmed.
- Estimated 600 (300 per year) new trees will be planted.

DEPARTMENT/DIVISION

TREES

FUND

GENERAL FUND

ORGKEY

101305

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	319,823	324,283	324,283	324,337	352,829
5005	Vacancies	-	-	-	(13,514)	(13,650)
5101	Overtime Salaries	81,976	25,000	80,000	20,000	20,000
5201	Stand By	5,063	-	5,000	5,000	5,000
5202	Holiday Pay	10,673	-	5,122	-	-
5204	Accrual Payout	445	-	1,962	372	372
5301	Banked Leave Buy Back	7,000	6,433	6,433	2,805	2,805
5401	Pension Contributions	94,967	96,016	96,016	97,180	97,549
5501	Social Security/Medicare	32,365	25,290	25,290	26,618	26,687
5601	Deferred Compensation	468	468	468	468	468
5701	Health/Dental Insurance	81,218	79,322	79,322	100,152	100,441
5702	Workers' Comp Insurance	10,955	11,336	11,336	11,399	11,700
5703	Disability Insurance	4,068	3,083	3,083	4,010	4,018
5704	Unemployment Insurance	315	2,035	2,035	2,101	2,101
5705	Life Insurance	305	295	295	306	306
5802	Eyecare Reimbursement	600	1,407	1,407	1,452	1,452
5803	Clothing Allowance	1,260	1,290	1,290	1,035	1,035
5804	Uniform Rental	376	-	208	-	-
5903	Other Taxable Benefits	4,086	539	2,137	4,806	4,806
	TOTAL SALARIES AND BENEFITS	655,965	576,797	645,687	588,525	617,918
	SERVICES					
6105	Medical/Physicals	470	552	100	1,000	1,030
6304	Telephone	216	-	-	-	-
6401	Meeting & Prof Development	-	5,000	-	500	500
6402	Travel Expense/Reimbursement	2	1,000	39	1,000	1,000
6403	Training	330	3,150	3,150	3,245	3,150
6710	Special Contractual Services	862,196	1,200,000	1,202,000	607,000	607,210
6712	Landfill Tipping Charges	-	10,609	1,000	1,000	1,000
6802	Info Tech Service Charges	25,200	22,200	22,200	36,000	37,200
6803	City Garage Charges	254,004	264,617	231,559	187,295	169,791
6901	Printing and Binding	359	-	-	-	-
	TOTAL SERVICES	1,142,777	1,507,128	1,460,048	837,040	820,881
	SUPPLIES					
7002	Office Supplies	161	-	-	-	-
7208	Repair/Maintenance Supplies	1,423	12,000	12,000	5,000	5,150
	TOTAL SUPPLIES	1,584	12,000	12,000	5,000	5,150
	DIVISION TOTAL	**1,800,326**	**2,095,925**	**2,117,735**	**1,430,565**	**1,443,949**

Facilities and Community Services
Code Enforcement Division

Program Description:

The Code Enforcement Division is responsible for improving the quality of life of residents, protecting property values, and ensuring the health and safety of our community by fair and consistent enforcement of the Redlands Municipal Code. Such enforcement activities include, but are not limited to, enforcement of codes related to property maintenance, graffiti, inoperative vehicles, unsafe conditions, unsafe buildings, unpermitted (unsafe) construction, and the eradication of neighborhood blight. This division consists of one full-time senior code officer, three full-time code officers, and one full-time administrative technician. The Code Enforcement Division provides a balance of providing customer service to residents concerned with municipal code violations while working to educate and gain voluntary compliance, increasing the quality of life and serving the entire community.

Program Objectives:

- Provide excellent customer service to the residents and businesses of the City of Redlands.
- Increase the quality of life in the City of Redlands by improving the visual appearance of our neighborhoods through the fair and consistent enforcement of the property maintenance ordinance.
- Respond to citizen concerns pertaining to Municipal Code violations.
- Educate property owners and responsible parties of code requirements and work with stakeholders to resolve issues raised by residents and businesses through voluntary compliance.
- When voluntary compliance is not gained through education, enforcement action is initiated to gain compliance to provide the appropriate customer service to the overall community.

Accomplishments for Fiscal Years 2024-26:

- Open 1805 cases.
- Closed 1,508 cases.
- 1,840 Requests for service.
- 4,658 code inspections completed.

The Code Enforcement Division participates in a monthly meeting with the City's Police Department, Building and Safety Department, and Fire Department to discuss current public safety issues, code cases, and municipal code violations. This partnership assists in improving interdepartmental communications, the successful closing of cases, and providing health and safety to the community.

Goals for Fiscal Year 2026-2028:

- Open 1,800 cases.
- Close 1,950 cases.
- 1,840 requests for service.
- Complete 4,000 code inspections.
- 1000 cases brought into compliance.

DEPARTMENT/DIVISION

CODE ENFORCEMENT

FUND

GENERAL FUND

ORGKEY

101306

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	295,820	345,311	345,311	363,265	392,559
5005	Vacancies	-	-	-	(13,033)	(13,225)
5101	Overtime Salaries	3,165	18,191	2,000	5,000	6,000
5202	Holiday Pay	4,301	-	3,341	-	-
5204	Accrual Payout	999	-	1,578	1,096	1,096
5301	Banked Leave Buy Back	3,897	4,213	5,413	2,474	2,474
5401	Pension Contributions	72,768	97,989	97,989	89,231	90,704
5501	Social Security/Medicare	23,688	25,576	25,576	26,590	27,065
5601	Deferred Compensation	1,380	300	1,385	1,380	1,380
5701	Health/Dental Insurance	61,117	77,742	77,742	69,229	69,451
5702	Workers' Comp Insurance	16,432	17,004	17,004	14,248	14,624
5703	Disability Insurance	2,071	3,289	3,289	3,000	3,027
5704	Unemployment Insurance	307	1,888	1,888	1,884	1,884
5705	Life Insurance	259	274	274	274	274
5802	Eyecare Reimbursement	53	1,305	1,305	1,302	1,302
5803	Clothing Allowance	1,368	1,230	1,230	1,074	1,074
5804	Uniform Rental	310	-	187	-	-
5903	Other Taxable Benefits	1,617	1,118	1,118	1,731	1,731
	TOTAL SALARIES AND BENEFITS	489,552	595,430	586,630	568,745	601,418
	SERVICES					
6007	Penalties and Interest	69	-	-	-	-
6102	Legal Services	90,824	30,000	130,000	95,000	75,000
6106	Other Professional Services	425	35,500	-	5,665	5,835
6304	Telephone	5,971	5,532	5,532	5,698	5,869
6401	Meeting & Prof Development	1,275	500	500	515	530
6402	Travel Expense/Reimbursement	5,289	1,200	1,200	1,236	1,273
6403	Training	107	1,824	1,824	1,878	1,935
6601	Postage	2,028	3,038	3,800	3,600	3,700
6703	Software Support/Development	-	1,323	1,500	1,550	1,600
6710	Special Contractual Services	100,128	234,148	140,000	-	-
6712	Landfill Tipping Charges	-	1,216	1,216	1,253	1,216
6802	Info Tech Service Charges	45,694	40,254	40,254	65,277	67,452
6803	City Garage Charges	15,875	16,539	14,472	11,706	10,612
6901	Printing and Binding	490	2,675	2,675	2,755	2,755
6909	Subscriptions & Memberships	9,642	7,182	7,397	7,397	7,619
6911	Bad Debt Expense	263	-	-	-	-
	TOTAL SERVICES	278,081	380,931	350,370	203,530	185,396
	SUPPLIES					
7002	Office Supplies	775	3,431	3,431	2,504	2,579
7004	Uniform/Safety Clothing	-	2,431	2,431	2,504	2,579
7807	Food	81	165	165	170	175
7810	Special Departmental Supplies	811	1,216	1,216	1,253	1,290
	TOTAL SUPPLIES	1,667	7,243	7,243	6,431	6,624
	DIVISION TOTAL	**769,299**	**983,604**	**944,243**	**778,706**	**793,439**

Facilities and Community Services
Recreation and Senior Services

Program Description:

The City of Redlands Recreation and Senior Services Division is a customer-driven service that is responsive to the needs of the public. Recreation and Senior programs promote wellness and human development through leisure pursuits. The Division operates the Joe R. Gonzales Community Center, Eddie and Gloria Flores Senior Center, and Joslyn Senior Center, which are open to the community for a variety of educational and leisure activities. The centers feature a gymnasium, computer labs, classrooms, reading lounges, multi-purpose rooms, and kitchen facilities. In addition to manning the centers, the Division also facilitates the rentals of indoor and outdoor recreation sites as well as the Morning Market within the downtown area.

The Senior Services programs focus on community support and partnerships, nutrition and healthy eating, and active living. The Senior Information and Referral Services Offices are in the Community Center at 111 W. Lugonia Avenue, and offers assistance to seniors seeking housing, medical, and financial information. Numerous programs are offered, including the Meals on Wheels program and the Family Service Association Nutrition Program, ensuring the availability of hot meals to seniors for a reasonable price.

Program Objectives:

- Strengthen community image and sense of place.
- Provide and support recreation and leisure services offered throughout the community.
- Promote health and wellness.
- Foster human development
- Increase cultural unity.
- Provide programs and activities to stimulate and strengthen senior lives, including health and fitness, education and instruction, referral and support, and social activities and events.

Significant Improvements Related to Operations:

The Joe R. Gonzalez Community Center has recently undergone targeted enhancements to better service the needs of its patrons:

- Renovation of the Joe R. Gonzalez Community Center back lobby, including a new service counter, updated flooring, paint, and lighting.
- Renovation of small classroom at the Joe R. Gonzalez Community Center, including new paint, flooring, and lighting, along with the addition of a mounted projector screen and speakers to support audiovisual programming.
- Gymnasium enhancements and maintenance, including replacement of four backyard winches used to raise and lower basketball hoops, and the addition of a backboard lowering device to better accommodate younger participants and expand introductory your basketball programming.
- Installation of new volleyball nets, poles, and a referee stand to support expanded volleyball programming.

- Replacement of a 20-year-old scoreboard with a modern, wireless-operated system, improving ease of use and overall service delivery.

Accomplishments for Fiscal Year 2024-2026:

- 12 Community events held.
- 170 City programs offered for kids, youths, and seniors.
- 155,000 registered participants across all programs.
- 80% of community satisfaction level reports for services provided.

Goals for Fiscal Year 2026-2028:

- On-going collaboration with independent contractors for program activities.
- Continue to provide special events for community engagement and demand.
- Continue to provide cooling centers for the community.
- Continue to provide senior services and recreational programming to meet the community needs.

DEPARTMENT/DIVISION

RECREATION AND SENIOR SERVICES

FUND

GENERAL FUND

ORGKEY

101309

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	563,791	750,261	750,261	768,436	837,874
5002	Salaries: Part-Time	34,325	35,580	35,580	36,300	36,300
5005	Vacancies	-	-	-	(30,606)	(31,095)
5101	Overtime Salaries	15,808	11,992	11,992	12,352	12,723
5201	Stand By	5,979	-	6,000	6,000	6,000
5202	Holiday Pay	9,942	-	8,543	-	-
5204	Accrual Payout	1,288	-	9,470	1,698	1,698
5301	Banked Leave Buy Back	4,631	10,813	10,813	4,835	4,835
5401	Pension Contributions	165,226	217,579	217,579	216,843	221,161
5501	Social Security/Medicare	46,506	59,678	59,678	62,076	63,172
5601	Deferred Compensation	4,438	3,864	4,164	3,992	4,050
5701	Health/Dental Insurance	156,208	195,647	195,647	197,086	197,513
5702	Workers' Comp Insurance	32,112	33,229	33,229	38,884	39,911
5703	Disability Insurance	4,607	6,370	6,370	7,975	8,146
5704	Unemployment Insurance	1,090	6,293	6,293	6,293	6,293
5705	Life Insurance	694	788	788	789	789
5802	Eyecare Reimbursement	1,400	3,750	3,750	3,750	3,750
5803	Clothing Allowance	-	3,300	3,300	600	600
5903	Other Taxable Benefits	2,545	2,625	2,625	4,275	4,275
5904	Tuition Reimbursement	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	1,050,588	1,341,769	1,366,082	1,341,578	1,417,994
	SERVICES					
6004	Bank/Collection Agent Fees	28,365	8,029	20,000	20,000	20,000
6005	License & Permits	4,448	2,294	3,000	3,051	4,058
6007	Penalties and Interest	-	-	235	250	250
6101	Architect & Engineer	-	10,610	10,610	10,928	11,256
6105	Medical/Physicals	-	241	241	249	256
6106	Other Professional Services	162,208	298,917	316,791	329,000	329,000
6304	Telephone	5,812	8,858	8,858	9,124	9,397
6307	Electricity & Gas	23,321	15,589	25,000	25,000	16,539
6401	Meeting & Prof Development	850	4,588	5,500	5,500	5,750
6402	Travel Expense/Reimbursement	-	2,294	5,000	2,363	2,434
6403	Training	268	2,294	2,294	2,363	2,422
6510	Other Insurance	1,745	-	7,000	5,000	5,000
6601	Postage	25,108	1,147	10,000	12,000	14,000
6703	Software Support/Development	9,352	14,866	5,000	14,000	14,000
6708	Special Program Expenditures	53,167	65,896	70,000	72,000	74,000
6710	Special Contractual Services	438,636	430,306	353,569	542,000	549,000
6712	Landfill Tipping Charges	3,198	5,735	5,735	5,907	6,084
6802	Info Tech Service Charges	99,003	87,217	87,217	114,000	117,800
6803	City Garage Charges	16,867	17,572	15,377	12,438	11,275
6901	Printing and Binding	3,177	1,147	15,000	12,983	13,372
6902	Advertising	39,775	54,314	20,000	55,944	57,622
6906	Office Equip & Furn Rent	11,715	16,672	-	17,173	17,688
6907	Comms Service & Rental	4,990	-	-	5,000	5,000
6908	Other Rentals	4,200	3,441	6,000	3,544	3,651

DEPARTMENT/DIVISION

RECREATION AND SENIOR SERVICES

FUND

GENERAL FUND

ORGKEY

101309

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6909	Subscriptions & Memberships	2,685	2,294	5,000	2,363	2,434
6910	Labor	19,902	12,522	19,000	12,859	13,245
	TOTAL SERVICES	958,792	1,066,845	1,016,427	1,295,038	1,305,533
	SUPPLIES					
7002	Office Supplies	10,419	10,735	11,500	12,000	12,500
7004	Uniform/Safety Clothing	4,898	5,735	5,735	6,022	6,624
7101	Office Equipment & Furniture	26,022	15,493	15,493	15,957	16,436
7102	Small Tools & Equipment	-	574	-	-	-
7203	Office Equipment Maintenance	-	2,867	-	2,953	3,042
7204	Building/Grounds Maintenance	11,680	-	600	12,000	12,250
7205	Machinery & Equip. Maint.	13,557	69,666	10,000	20,000	30,000
7206	Vehicle Maintenance	387	-	2,500	2,750	3,000
7208	Repair/Maintenance Supplies	13,752	16,532	16,532	17,028	17,539
7209	Janitorial Supplies	3,133	4,588	4,588	4,726	4,868
7210	Building Supplies	1,693	1,147	2,000	1,181	1,217
7302	Compressed Natural Gas (LCNG)	-	3,191	-	-	-
7804	Medical Supplies	-	1,147	-	1,181	1,217
7807	Food	13,430	22,808	40,000	42,500	55,000
7810	Special Departmental Supplies	63,681	71,939	71,939	61,162	62,997
7901	Non-Capital Expenditures	2,000	29,823	94	30,718	31,639
	TOTAL SUPPLIES	164,651	256,245	180,981	230,179	258,329
	FIXED ASSETS					
8501	Other Betterments/Improv	-	204,000	-	-	-
8602	Other Land Improvements	6,700	-	-	-	-
8706	All Other Equipment	-	71,173	71,173	-	-
8801	Capital Lease	444	65,840	19,146	19,950	19,950
	TOTAL FIXED ASSETS	7,144	341,013	90,319	19,950	19,950
	DEBT SERVICE					
9002	Principal - Lease	11,931	-	-	-	-
9102	Interest - Lease	1,242	-	-	-	-
	TOTAL DEBT SERVICE	13,173	-	-	-	-
	DIVISION TOTAL	**2,194,349**	**3,005,872**	**2,653,809**	**2,886,746**	**3,001,806**

Facilities and Community Services
City Hall 300 E. State Street

Program Description:

The City acquired the new facility at 300 E. State Street on October 1, 2021, for the purpose of a future City Hall location. The building was built in 1981 and includes approximately 80,000 square feet comprised of six floors. The new facility is located at 300 E. State Street in the heart of the City's historic downtown area. The building is an iconic feature of the typical international style or corporate architecture and is the tallest building in the city. The facility will house the administrative offices and public facilities such as the Council Chambers and various customer service departments.

Program Objective:

- To locate all administrative public services within one facility for customer service accessibility and engagement with the residents and business community.
- Accommodate growth and expansion of City facilities and services necessary for future stability.

Accomplishments for Fiscal Year 2024-2026:

- The space planning and necessary retrofitting design is underway with City departments anticipated to move in throughout 2026.
- The City Manager's and City Council offices have been occupied on the 6th floor and were completed by the end of the year 2023.

Strategic Plan:

Conversion of this facility into a future City Hall supports the Strategic Plan Priority D – Sustainability Strategic Objective 2 – Infrastructure.

DEPARTMENT/DIVISION

CITY HALL - STATE STREET

FUND

GENERAL FUND

ORGKEY

101310

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	43,716	108,688	108,688	46,136	49,691
5002	Salaries: Part-Time	774	88,725	88,725	-	-
5005	Vacancies	-	-	-	(1,593)	(1,615)
5101	Overtime Salaries	514	4,872	800	800	800
5202	Holiday Pay	176	-	68	-	-
5203	Bonus	-	220	220	-	-
5204	Accrual Payout	314	-	327	238	238
5301	Banked Leave Buy Back	3,897	5,129	5,129	2,470	2,470
5401	Pension Contributions	12,917	30,503	30,503	12,261	12,357
5501	Social Security/Medicare	3,781	14,787	14,787	3,524	3,546
5601	Deferred Compensation	300	796	796	300	300
5701	Health/Dental Insurance	5,058	4,676	4,676	4,816	4,825
5702	Workers' Comp Insurance	2,739	2,834	2,834	-	-
5703	Disability Insurance	111	643	643	126	130
5704	Unemployment Insurance	26	1,476	1,476	174	174
5705	Life Insurance	28	88	88	25	25
5801	Vehicle Allowance	-	300	300	-	-
5802	Eyecare Reimbursement	-	420	420	120	120
5803	Clothing Allowance	375	330	330	45	45
5903	Other Taxable Benefits	108	45	45	60	60
	TOTAL SALARIES AND BENEFITS	74,832	264,532	260,855	69,502	73,166
	SERVICES					
6005	License & Permits	2,691	1,181	-	-	-
6006	Taxes	-	940	-	-	-
6007	Penalties and Interest	8	-	94	-	-
6301	Water Wastewater Refuse	8,671	24,843	10,000	10,000	10,000
6304	Telephone	10,290	10,793	10,793	11,117	11,451
6307	Electricity & Gas	43,240	39,165	45,000	45,000	55,000
6308	Elec Service-Facility Ops	314,480	342,974	342,974	353,263	363,861
6601	Postage	-	111	111	110	110
6703	Software Support/Development	432	26,045	26,045	26,827	27,632
6708	Special Program Expenditures	-	2,840	-	-	-
6710	Special Contractual Services	253,826	191,055	191,055	186,087	190,177
6901	Printing and Binding	-	-	150	-	-
6902	Advertising	-	700	-	-	-
6903	Janitorial Services	124,227	146,423	146,423	150,000	154,500
6907	Comms Service & Rental	2,712	2,047	2,500	2,047	2,047
6908	Other Rentals	2,200	-	-	-	-
6910	Labor	166,408	142,947	142,947	147,235	151,652
6912	Reimbursed Expenditures	434	-	-	-	-
	TOTAL SERVICES	929,618	932,064	918,093	931,686	966,430
	SUPPLIES					
7002	Office Supplies	175	1,603	2,500	1,801	1,855
7004	Uniform/Safety Clothing	-	863	-	-	863
7101	Office Equipment & Furniture	9,809	-	-	-	-
7208	Repair/Maintenance Supplies	77,843	138,611	25,000	125,263	129,021

DEPARTMENT/DIVISION

CITY HALL - STATE STREET

FUND

GENERAL FUND

ORGKEY

101310

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7209	Janitorial Supplies	-	6,070	-	-	-
7210	Building Supplies	479	2,263	7,992	8,232	8,478
7211	Computer Components	32,443	-	-	-	-
7810	Special Departmental Supplies	3,404	10,385	2,000	2,000	2,000
7901	Non-Capital Expenditures	-	18,534	-	-	-
	TOTAL SUPPLIES	124,153	178,328	37,492	137,295	142,218
	DIVISION TOTAL	**1,128,603**	**1,374,924**	**1,216,439**	**1,138,484**	**1,181,813**

Facilities and Community Services
Animal Services

Program Description:

The Animal Services Division provides a variety of services to meet the needs of the community and ensure the welfare of animals. The division enforces state and federal animal laws and city municipal codes. The animal control officers are responsible for handling stray animals on city streets, animal disturbance calls, reports of injured or aggressive animals, and animals receiving fatal injuries. The Animal Service Division also quarantines animals after reported animal bites, investigates reports of animal abuse, and temporarily provides shelter to neglected livestock and injured wildlife.

Program Objectives:

- Provide humane care for all animals housed within the shelter.
- Promote the adoption and placement of animals through adoption and rescue efforts.
- Increase participation in the spay and neuter program to reduce animal overpopulation.
- Deliver professional and responsive customer service to the community.
- Strengthen community partnerships to enhance animal welfare outcomes.
- Educate the public on responsible pet ownership, including licensing, vaccinations, and wildlife awareness.
- Improve operational efficiency through increased information in the field by moving towards paperless systems.
- Provide at least two low-cost microchip events annually to help reduce lost pets entering the shelter system. Develop and implement community engagement events, such as “Take a Shelter Dog Out for a Day,” to increase public interaction with the shelter and promote adoptions.

Accomplishments – Prior Fiscal year 2024-2026:

- Completed the remodel of the cattery to provide adequate space, updated kennels with privacy areas, and improved cleanability.
- Participated in more than a dozen community events promoting the Animal Services Division and highlighting adoptable animals currently in the shelter.
- Worked with Best Friends Animal Society to provide additional staff training, develop updated policies and procedures for shelter operations, and coordinated with additional rescue groups to find positive outcomes for shelter animals.
- Developed master plan for expansion and renovation of the facility to meet the current and future needs of the community.
- Increased participation in our volunteer program, providing much needed interaction and activity time for shelter animals.
- Added additional shelter staff to ensure operation is adequately staffed to provide required services 365 days per year.
- Upgraded computer software system to provide mobile field access via phones and tablets.
- Facilitated 506 animal adoptions.
- Oversaw the intake process for 707 stray animals, maintaining detailed records.

Goals for Fiscal Year 2026-2028:

- Identify funding for the construction of the facility expansion. Complete the design phase and prepare for construction phase.
- Expanded the Animal Services Center's kennel capacity by approximately 86% through the addition of new modular kennels (Accomplished)
- Explore various partnerships, both public and private, to expand services and adoption opportunities.
- Complete renovation of the isolation room to provide adequate space and separation of animals under care.
- Evaluate and implement additional staffing positions to effectively maintain the approximately 86% increase in kennel capacity, ensuring continued high standards of animal care, facility maintenance, and public service.
- Evaluate and establish a partnership with a pet licensing platform (e.g., DocuPet) to improve licensing compliance, enhance return-to-owner rates, and reduce shelter intake of stray animals.
- Establish lead positions for Animal Control Officers, Kennel Attendants, and a Shelter Coordinator to improve operational oversight, distribute workload more effectively, enhance accountability, and reduce staff burnout.
- Design and construct a holding area consisting of approximately 10–12 kennels to support intake operations, improve animal flow, and reduce the risk of disease transmission within the shelter.
- Convert the existing small dog room into a dedicated isolation area for sick or high-risk animals to improve disease control, enhance recovery outcomes, and prevent cross-contamination with healthy animal populations.
- Facilitate 730 adoptions.

DEPARTMENT/DIVISION

ANIMAL SERVICES

FUND

GENERAL FUND

ORGKEY

101311

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	458,432	570,982	570,982	564,772	618,943
5005	Vacancies	-	-	-	(22,980)	(23,352)
5101	Overtime Salaries	9,244	25,000	30,000	25,000	25,000
5202	Holiday Pay	25,264	-	13,590	-	-
5203	Bonus	-	-	3,000	-	-
5204	Accrual Payout	7,468	-	6,913	745	745
5301	Banked Leave Buy Back	4,071	6,613	6,613	2,646	2,646
5401	Pension Contributions	133,319	168,846	168,846	165,341	171,814
5501	Social Security/Medicare	39,465	44,714	44,714	45,485	47,179
5601	Deferred Compensation	8,131	12,344	12,344	12,472	12,530
5701	Health/Dental Insurance	88,597	106,445	106,445	120,174	120,506
5702	Workers' Comp Insurance	27,952	28,924	28,924	68,038	69,834
5703	Disability Insurance	4,743	5,633	5,633	6,986	7,262
5704	Unemployment Insurance	818	4,123	4,123	4,123	4,123
5705	Life Insurance	543	599	599	600	600
5802	Eyecare Reimbursement	246	2,850	2,850	2,850	2,850
5803	Clothing Allowance	8,750	9,300	9,300	8,425	8,425
5903	Other Taxable Benefits	-	75	474	1,425	1,425
	TOTAL SALARIES AND BENEFITS	817,043	986,448	1,015,350	1,006,101	1,070,529
	SERVICES					
6007	Penalties and Interest	58	-	152	-	-
6102	Legal Services	5,450	-	-	-	-
6103	Veterinary Services	188,907	154,350	140,000	153,000	158,620
6106	Other Professional Services	702	25,000	25,000	25,000	25,000
6304	Telephone	4,647	4,200	4,200	4,326	4,200
6403	Training	6,989	8,000	5,000	10,000	10,000
6710	Special Contractual Services	13,750	20,000	45,860	20,000	20,000
6712	Landfill Tipping Charges	-	600	-	-	-
6802	Info Tech Service Charges	68,540	60,381	60,381	85,800	88,660
6803	City Garage Charges	31,751	33,077	28,945	23,412	21,224
6901	Printing and Binding	-	2,955	1,200	3,043	3,135
6906	Office Equip & Furn Rent	1,658	1,261	1,500	1,550	1,600
6909	Subscriptions & Memberships	234	83	75	-	-
6910	Labor	1,530	-	11,235	11,572	11,919
	TOTAL SERVICES	324,216	309,907	323,548	337,703	344,358
	SUPPLIES					
7002	Office Supplies	2,819	5,716	3,000	5,800	6,200
7004	Uniform/Safety Clothing	3,802	8,180	5,000	5,000	5,000
7101	Office Equipment & Furniture	-	-	7,759	2,000	2,060
7102	Small Tools & Equipment	-	1,200	-	-	-
7206	Vehicle Maintenance	899	506	2,000	2,500	2,800
7208	Repair/Maintenance Supplies	-	5,694	13,000	9,500	10,000
7211	Computer Components	-	-	2,500	2,500	2,575
7804	Medical Supplies	-	13,230	-	13,500	14,500
7805	Weapons & Ammunitions	-	1,459	-	-	-
7807	Food	155	4,011	500	650	700

DEPARTMENT/DIVISION

ANIMAL SERVICES

FUND

GENERAL FUND

ORGKEY

101311

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7810	Special Departmental Supplies	55,751	44,143	90,000	63,000	65,790
	TOTAL SUPPLIES	63,426	84,139	123,759	104,450	109,625
	FIXED ASSETS					
8501	Other Betterments/Improv	-	832,600	832,600	-	-
8502	Building Acquisitions	-	275,000	275,000	-	-
8704	Motor Vehicles	141,422	-	-	-	-
8801	Capital Lease	5,600	26,608	28,081	26,721	26,721
	TOTAL FIXED ASSETS	147,023	1,134,208	1,135,681	26,721	26,721
	DEBT SERVICE					
9002	Principal - Lease	17,111	-	-	-	-
9102	Interest - Lease	2,399	-	-	-	-
	TOTAL DEBT SERVICE	19,510	-	-	-	-
	DIVISION TOTAL	**1,371,218**	**2,514,702**	**2,598,339**	**1,474,975**	**1,551,233**

DEPARTMENT SUMMARY

FUND

GENERAL FUND

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
FACILITIES AND COMMUNITY SERVICES ADMINISTRATION	1,204,343	4,093,614	4,024,841	1,410,782	1,456,313
BUILDING MAINTENANCE	3,971,409	3,744,983	3,972,754	4,232,379	4,042,323
ELECTRICAL	1,986,197	1,894,046	1,781,717	1,780,784	1,816,440
PARKS	5,911,834	8,303,040	7,782,180	5,064,221	4,888,092
STREETS	4,014,713	4,783,292	4,372,460	3,341,316	3,378,098
TREES	1,800,326	2,095,925	2,117,735	1,430,565	1,443,949
CODE ENFORCEMENT	769,299	983,604	944,243	778,706	793,439
RECREATION AND SENIOR SERVICES	2,194,349	3,005,872	2,653,809	2,886,746	3,001,806
CITY HALL - STATE STREET	1,128,603	1,374,924	1,216,439	1,138,484	1,181,813
ANIMAL SERVICES	1,371,218	2,514,702	2,598,339	1,474,975	1,551,233
DEPARTMENT TOTAL	**24,352,291**	**32,794,003**	**31,464,517**	**23,538,956**	**23,553,506**

DEPARTMENT/DIVISION

FCS GRANTS

FUND	**ORGKEY**
GRANTS	200300

OBJECT		**FY 2025 ACTUAL (AUDITED)**	**FY 2026 ADJUSTED BUDGET**	**FY 2026 12 MONTH ESTIMATED**	**FY 2027 CITY MANAGER RECOMMENDED**	**FY 2028 CITY MANAGER RECOMMENDED**
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	277	-	-	-	-
5401	Pension Contributions	88	-	-	-	-
5501	Social Security/Medicare	22	-	-	-	-
5701	Health/Dental Insurance	53	-	-	-	-
5703	Disability Insurance	3	-	-	-	-
5705	Life Insurance	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	443	-	-	-	-
	SERVICES					
6402	Travel Expense/Reimbursement	-	1,238	1,238	-	-
6708	Special Program Expenditures		712	712	-	-
	TOTAL SERVICES	-	1,950	1,950	-	-
	SUPPLIES					
7807	Food	4,322	4,020	4,020	-	-
7810	Special Departmental Supplies	-	624	624	-	-
	TOTAL SUPPLIES	4,322	4,644	4,644	-	-
	DIVISION TOTAL	**4,765**	**6,595**	**6,595**	**-**	**-**

DEPARTMENT/DIVISION

PARK GRANTS

FUND

GRANTS

ORGKEY

200303

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	FIXED ASSETS					
8501	Other Betterments/Improv		221,685	221,685	-	-
	TOTAL FIXED ASSETS		221,685	221,685	-	-
	DIVISION TOTAL		**221,685**	**221,685**	**-**	**-**

DEPARTMENT SUMMARY

FUND
GRANTS

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
FCS GRANTS	4,765	6,595	6,595	-	-
PARKS GRANTS		221,685	221,685		
DEPARTMENT TOTAL	**4,765**	**228,280**	**228,280**	**-**	

Facilities and Community Services
Downtown Redlands

Program Description:

The Downtown Redlands Division is dedicated to ensuring the downtown area is the cornerstone of the community; offering an enhanced experience of shopping and dining that makes Redlands a true destination. The division concentrates efforts on the promotion of events, enhanced maintenance efforts, and customer service outreach for the downtown businesses. Promotional events include our Certified Farmers Market, Christmas tree lighting, annual Holiday Décor, and Entertainment Program, along with other various popular downtown events.

Program Objectives:

- Preserve the integrity of historic downtown and cultivate prosperity for the local businesses.
- Help stimulate downtown's economic vitality.
- Provide information to and address service requests from the local business community and patrons.
- Enrich the downtown area with activities that are conducive to family participation.
- Enrich the downtown area with enhanced streetscape, furnishings, and decorations.

Priority Focus Area:

- In support of the City's Strategic Plan Focus Area B – Economic Development, during the Fiscal Year 2026-2028, the Downtown Division will provide support to the local downtown businesses. This will include managing the weekly Certified Farmers Market as part of the Morning Market Event which provides essential produce to the community and includes annual celebrations such as the Tree Lighting Ceremony and holiday decorations. In addition, the City supports several non-profit events within the downtown area for economic prosperity. These non-profit events include the Redlands Bicycle Classic, the New's Year's Eve celebration, Redlands' Firefighters' Car show, the Believe Walk, various art events, and the Christmas Parade.

  Ongoing maintenance is further performed to ensure downtown is aesthetically inviting and maintains its historic and unique character. This includes items such as the quarterly replacement of the umbrellas within the Orange Street Alley, maintaining the State Street audio system for use with various events and daily ambient music, the downtown tree lights for enhanced aesthetic in the evening hours, and the ongoing upkeep of existing infrastructure.

DEPARTMENT/DIVISION

DOWNTOWN REDLANDS BUSINESS AREA

FUND | **ORGKEY**

DOWNTOWN RDLDS BUSINESS ASSOC | 236300

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6004	Bank/Collection Agent Fees	540	573	573	573	573
6005	License & Permits	1,870	6,242	6,242	6,242	6,242
6106	Other Professional Services	2,950	5,285	5,285	5,285	5,285
6301	Water Wastewater Refuse	3,675	5,202	5,202	5,202	5,202
6307	Electricity & Gas	1,962	1,501	1,900	1,501	1,501
6708	Special Program Expenditures	2,485	1,027	1,027	1,027	1,027
6710	Special Contractual Services	24,177	56,100	30,000	30,000	35,000
6802	Info Tech Service Charges	-	9,479	-	-	-
6803	City Garage Charges	4,961	5,168	4,523	3,658	3,316
6804	General Govt Service Charge	15,788	16,341	16,341	16,870	17,599
6902	Advertising	-	5,100	5,100	5,100	5,100
	TOTAL SERVICES	58,407	112,019	76,194	75,458	80,845
	SUPPLIES					
7002	Office Supplies	-	826	-	-	-
7810	Special Departmental Supplies	-	15,300	-	-	-
	TOTAL SUPPLIES	-	16,126	-	-	-
	DIVISION TOTAL	**58,407**	**128,145**	**76,194**	**75,458**	**80,845**

DEPARTMENT SUMMARY

FUND

DOWNTOWN RDLDS BUSINESS ASSOC

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
DOWNTOWN REDLANDS BUSINESS AREA	58,407	128,145	76,194	75,458	80,845
DEPARTMENT TOTAL	**58,407**	**128,145**	**76,194**	**75,458**	**80,845**

Facilities and Community Services
Community Facility, Land Maintenance, and Street Lighting Division

Program Description:

The City established Landscape District No. 1 and Street Lighting District No. 1 in accordance with the "Landscaping and Lighting Act of 1972."

The San Bernardino County Assessor's Office collects annual assessments from affected district property owners to provide for the district's management, administration, maintenance, and operational expenses. Maintenance costs associated with Landscape District No. 1 include water and labor costs, materials, equipment to maintain or replace trees, bushes, groundcover and turf, and repairs for irrigation lines and irrigation control systems. Maintenance costs associated with the Street Lighting District include the cost of power to illuminate the streetlights and the labor, materials, and equipment to replace burnt-out or broken street light infrastructure within these districts.

The revenues collected through the assessments in both districts have not been adequate to cover the cost of providing high levels of maintenance. As a result, General Fund revenues have been used to subsidize the cost of providing these services. The intent of a maintenance district is to provide adequate funding to support all necessary maintenance services within its boundaries. Services provided will be minimized to a level supported by the annual assessments to reduce the burden on the General Fund. Additionally, Landscape Maintenance District reductions will include reduced irrigation periods, cutbacks to the frequency of the landscape maintenance activities, and minor repair work. Landscaping and irrigation will be systematically removed and replaced with drought-tolerant plant material and drip irrigation that will require fewer maintenance hours. Furthermore, staff review, and inspections and general City administrative overhead will not be included in the cost of service for these Districts.

Program Objectives:

- Comply with the requirements of the "Landscaping and Lighting Act of 1972".
- Implement adjustments to services to ensure there is adequate cost recovery.
- Provide satisfactory landscape maintenance to meet the City's desire for well-maintained attractive, and aesthetically landscaped areas.
- Provide appropriate street light maintenance to provide well lighted and safe pedestrian and vehicular travel ways.

Significant Program Changes and Process Improvements:

- The City accepted Coyazo Park, which is partially funded by the CFD.

Community Facility Districts

Program Description:

The City established Community Facility District No. 2004-1 in July of 2004 under the "Mello-Roos Community Facilities Act of 1982."

In 1978, Proposition 13 was enacted by Californians, which limited the ability of many public agencies to finance new projects. In 1982, Senator Henry Mello and Assemblyman Mike Roos affected the passage of the "Mello-Roos Community Facilities Act of 1982" (the Act) authorizing local governments and developers to create Community Facilities Districts (CFDs) for the purpose of selling tax-exempt bonds to fund public improvements. The Act allows any county, city, special district, school district, or joint powers of authority to establish a CFD, which provides for the financing of public services and facilities. The Act allows communities to raise funds for improvements to infrastructure (streets, sewers, and storm drain) even though Proposition 13 limits their ability to tax property. The revenues collected through the assessments are used to support the maintenance of parks, parkways, and open spaces as well as flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems and on-site retention basins. The city currently facilitates the maintenance of 21 CFD areas.

Program Objectives:

- Comply with the requirements of the "Mello-Roos Community Facilities Act of 1982".
- Provide satisfactory maintenance to CFD common areas, park areas, open spaces, and retention basins.
- Provide landscape maintenance to meet the City's desire for well-maintained, attractive, and aesthetically landscaped areas to improve community quality of life.

DEPARTMENT/DIVISION

STREET LIGHTING DISTRICT #1

FUND

STREET LIGHTING DISTRICT #1

ORGKEY

260300

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	5,517	5,565	5,565	5,962	6,437
5202	Holiday Pay	13	-	32	-	-
5204	Accrual Payout	37	-	38	29	29
5301	Banked Leave Buy Back	336	261	261	222	222
5401	Pension Contributions	1,601	1,653	1,653	1,602	1,626
5501	Social Security/Medicare	442	447	447	453	458
5601	Deferred Compensation	36	36	36	36	36
5701	Health/Dental Insurance	1,398	729	729	1,406	1,410
5703	Disability Insurance	15	19	19	23	24
5704	Unemployment Insurance	4	26	26	26	26
5705	Life Insurance	4	4	4	4	4
5802	Eyecare Reimbursement	-	18	18	18	18
5803	Clothing Allowance	15	9	9	9	9
5903	Other Taxable Benefits	11	5	5	9	9
	TOTAL SALARIES AND BENEFITS	9,429	8,772	8,842	9,797	10,307
	SERVICES					
6315	Electric Service-Street Light	-	23,690	23,690	23,690	23,690
6401	Meeting & Prof Development	-	-	5	-	-
6804	General Govt Service Charge	3,470	3,591	3,591	3,708	3,868
	TOTAL SERVICES	3,470	27,281	27,286	27,398	27,558
	DIVISION TOTAL	**12,899**	**36,053**	**36,128**	**37,195**	**37,865**

DEPARTMENT SUMMARY

FUND

STREET LIGHTING DISTRICT #1

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
STREET LIGHTING DISTRICT #1	12,899	36,053	36,128	37,195	37,865
DEPARTMENT TOTAL	**12,899**	**36,053**	**36,128**	**37,195**	**37,865**

DEPARTMENT/DIVISION

COMMUNITY FACILITIES DISTRICT 2004-1

FUND

CFD 2004-1 ASSESSMENTS

ORGKEY

261300

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	32,801	35,135	35,135	35,215	37,900
5101	Overtime Salaries	21	-	30	-	-
5202	Holiday Pay	198	-	59	-	-
5203	Bonus	-	44	44	-	-
5204	Accrual Payout	203	-	207	205	205
5301	Banked Leave Buy Back	2,133	2,540	2,540	1,749	1,749
5401	Pension Contributions	9,662	10,424	10,424	9,406	9,454
5501	Social Security/Medicare	2,652	2,825	2,825	2,694	2,704
5601	Deferred Compensation	429	466	466	365	365
5701	Health/Dental Insurance	7,367	5,999	5,999	7,796	7,818
5703	Disability Insurance	60	69	69	87	89
5704	Unemployment Insurance	20	139	139	135	135
5705	Life Insurance	20	20	20	20	20
5801	Vehicle Allowance	-	60	60	-	-
5802	Eyecare Reimbursement	-	96	96	93	93
5803	Clothing Allowance	45	38	38	30	30
5903	Other Taxable Benefits	142	93	93	107	107
	TOTAL SALARIES AND BENEFITS	55,751	57,948	58,243	57,900	60,667
	SERVICES					
6102	Legal Services	-	5,000	-	-	-
6106	Other Professional Services	561	-	-	-	-
6301	Water Wastewater Refuse	171,874	216,865	180,000	200,000	210,000
6307	Electricity & Gas	1,857	1,591	2,600	3,000	3,090
6401	Meeting & Prof Development	-	-	9	-	-
6710	Special Contractual Services	203,903	286,870	273,433	407,512	339,958
6804	General Govt Service Charge	26,401	27,325	27,325	28,210	29,429
6902	Advertising	-	-	2,500	2,500	-
6910	Labor	12,612	880	15,000	15,000	15,450
	TOTAL SERVICES	417,208	538,531	500,867	656,222	597,927
	SUPPLIES					
7208	Repair/Maintenance Supplies	6,432	47,565	15,000	15,000	17,000
	TOTAL SUPPLIES	6,432	47,565	15,000	15,000	17,000
	DIVISION TOTAL	**479,391**	**644,044**	**574,110**	**729,122**	**675,594**

DEPARTMENT SUMMARY

FUND

CFD 2004-1 ASSESSMENTS

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
COMMUNITY FACILITIES DISTRICT 2004-1	479,391	644,044	574,110	729,122	675,594
DEPARTMENT TOTAL	**479,391**	**644,044**	**574,110**	**729,122**	**675,594**

DEPARTMENT/DIVISION

LANDSCAPE MAINTENANCE DISTRICT

FUND **ORGKEY**

LANDSCAPE MAINTENANCE DISTRICT 263300

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	5,367	5,565	5,565	5,814	6,337
5202	Holiday Pay	13	-	32	-	-
5204	Accrual Payout	37	-	38	29	29
5301	Banked Leave Buy Back	336	261	261	222	222
5401	Pension Contributions	1,560	1,653	1,653	1,602	1,626
5501	Social Security/Medicare	430	447	447	453	458
5601	Deferred Compensation	36	36	36	36	36
5701	Health/Dental Insurance	1,374	729	729	1,406	1,410
5703	Disability Insurance	15	19	19	23	24
5704	Unemployment Insurance	4	26	26	26	26
5705	Life Insurance	4	4	4	4	4
5802	Eyecare Reimbursement	-	18	18	18	18
5803	Clothing Allowance	9	9	9	9	9
5903	Other Taxable Benefits	5	5	5	9	9
	TOTAL SALARIES AND BENEFITS	9,189	8,772	8,842	9,649	10,207
	SERVICES					
6301	Water Wastewater Refuse	25,994	25,000	32,000	32,000	34,000
6307	Electricity & Gas	792	400	1,200	400	400
6401	Meeting & Prof Development	-	-	5	-	-
6710	Special Contractual Services	10,000	16,225	18,000	18,000	18,000
6804	General Govt Service Charge	5,954	6,162	6,162	6,362	6,637
6902	Advertising	-	497	497	497	497
	TOTAL SERVICES	42,740	48,284	57,864	57,259	59,534
	SUPPLIES					
7204	Building/Grounds Maintenance	-	5,000	5,000	5,000	5,000
	TOTAL SUPPLIES	-	5,000	5,000	5,000	5,000
	DIVISION TOTAL	**51,929**	**62,056**	**71,706**	**71,908**	**74,741**

DEPARTMENT SUMMARY

FUND

LANDSCAPE MAINTENANCE DISTRICT

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
LANDSCAPE MAINTENANCE DISTRICT	51,929	62,056	71,706	71,908	74,741
DEPARTMENT TOTAL	**51,929**	**62,056**	**71,706**	**71,908**	**74,741**

Facilities and Community Services
Solid Waste

Program Description:

The Solid Waste Division operates automated refuse, recycling, and green waste collection for approximately 20,300 single-family residential units. Commercial bin service is provided for one to six days per week to 989 customers, and commercial recycling service is provided to about 614 businesses. New commercial organic waste recycling is provided to 35 customers. Businesses have recently received notification of compliance for AB 1826 (Mandatory Commercial Recycling). Roll-off bin service is provided using 171 roll-off bins, which customers rent weekly. An un-staffed recycling drop-off center is provided at the City Yard for residents and businesses that don't otherwise have an opportunity to recycle. As a community service, the Solid Waste Division provides cleanup of illegal dumping, educational activities with schools, and other solid waste education, including recycling and waste reduction for Redlands residents and businesses.

Program Objectives:

- Comply with all local, state, and federal regulatory requirements such as AB939, AB341, AB1826, SB1383, SCAQMD 1150.1 Clean Air Acts, and landfill operating requirements.
- Provide cost-effective, high-quality service to all solid waste customers.
- Operate the City's landfill in an efficient and fiscally responsible manner to ensure regulatory compliance.
- Ensure landfill regulatory requirements and compliance are met or exceeded.
- Ensure continued compliance with increasing state diversion/recycling requirements.

Significant Projects and Improvements:

- The California Street Landfill began construction of the installation of 13 vertical gas extraction wells on Phases 2 and 3. The project was completed on March 2, 2024.
- Staff continue to provide customer outreach for SB1383. These new regulations require the recycling of organic/food waste material by businesses and residents.
- To address mandatory recycling requirements of AB341, SB1383, and AB1826, the City's Solid Waste Division is continuing the recycling outreach programs and has developed an organics collection route to provide service to approximately 87 commercial customers. April 1, 2024, the Solid Waste Division began servicing curbside organic waste material for city residents.
- The Solid Waste Division continues to offer a Bulky Item Collection program to residential customers. The program allows customers to request a collection of bulky items retrieved from their curbside.
- The Solid Waste Division continues participating in a no-cost mattress recycling program offered through the State of California. This program allows staff to recycle mattresses collected through the City's bulky item program. This program enables Landfill staff to extract mattresses from the waste stream and recycle them. Staff is also working with CalRecycle on the possibility of implementing a used carpet recycling program.
- February 21, 2024, the California Street Landfill received a draft permit from the South Coast Air Quality Management District (SCAQMD) for a permit to construct one Enclosed Flare to accommodate the future needs and growth of the city. The Flare was purchased in March 2026 and is currently in the process of production.

- Two new front-end loading, and one automated side loader collection truck was delivered to the Solid Waste Division in November of 2023.
- Implementation of Senate Bill 1383 (SB 1383) residential curbside organics collection. Implementation included “Talking Trash” educational videos, updates to the city website, and free kitchen pails to residential and multi-family households.
- Staff worked collaboratively to determine commercial businesses that were out of compliance with AB 341 (Mandatory Commercial Recycling) and brought over 326 commercial businesses into compliance.
- Implementation of a new Recycling program to help staff determine compliance for Mandatory Commercial Recycling (AB 341), Mandatory Commercial Organics Recycling (AB 1826), and Short-Lived Climate Pollutant Reduction Strategy (SB 1383).

Accomplishments for Fiscal Year 2024-2026:

- Solid Waste collected approximately 1,000,175 tons of refuse, and 26,500 total tons of organic material was diverted from the landfill through green waste and food waste collection.
- 87% of successful residential pick-ups.
- 100% efficiency of collection routes.
- CalRecycle certified that the City of Redlands meets the requirements of AB939, AB1826, AB341, and SB1383 and has adequately implemented a diversion program
- Staff began outreach meetings and public speaking engagements to inform residents and business owners of the new assembly bills and recycling requirements of AB1826, AB341, and SB1383.
- The Landfill began the importation of compost material for erosion control and to remain in compliance with SB 1383.

Goals for Fiscal Year 2026-2028:

- Landfill will purchase a new landfill scraper in the amount of $1.2 million to support the ongoing operations and maintain regulatory compliance.
- The Landfill Division has purchased a new gas flare for $900,000 and will advertise a Request for Bids (RFB) for installation upon completion of fabrication.
- The Landfill Phase 5 Expansion Project will receive contractor bids and is anticipated to break ground in 2026 to ensure continued disposal capacity.
- The Solid Waste Division will place an order for three new solid waste collection trucks to support service reliability and fleet replacement needs.
- Residential pick-up success will be at 92%.
- 675,000 total tons will be collected.
- Efficiency: 100% sustained.
- Organic diversion: 15,600 tons.

DEPARTMENT/DIVISION

SOLID WASTE-OPERATIONS

FUND

SOLID WASTE

ORGKEY

511900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	3,072,824	3,618,820	3,618,820	4,524,253	4,848,163
5101	Overtime Salaries	527,049	400,000	450,000	408,320	408,320
5102	Reimbursable Overtime	17,444	-	25,000	20,000	20,000
5201	Stand By	2,805	-	2,536	3,000	3,000
5202	Holiday Pay	159,804	-	74,873	2,076	2,076
5203	Bonus	1,831	2,067	2,067	1,681	1,681
5204	Accrual Payout	24,827	-	28,518	15,798	15,798
5301	Banked Leave Buy Back	32,316	64,948	64,948	45,874	45,874
5401	Pension Contributions	906,918	965,709	965,709	972,657	990,374
5402	GASB68 Pension Expense	(322,668)	-	-	-	-
5501	Social Security/Medicare	287,443	252,082	252,082	276,075	280,805
5601	Deferred Compensation	12,093	9,059	14,239	15,257	15,340
5701	Health/Dental Insurance	769,919	883,751	883,751	841,626	844,182
5702	Workers' Comp Insurance	394,305	408,023	408,023	277,263	284,585
5703	Disability Insurance	34,177	32,101	32,101	40,822	41,587
5704	Unemployment Insurance	4,081	21,874	21,874	22,898	22,898
5705	Life Insurance	3,142	3,175	3,175	3,330	3,330
5801	Vehicle Allowance	2,400	2,880	2,880	2,400	2,400
5802	Eyecare Reimbursement	3,172	15,120	15,120	15,663	15,663
5803	Clothing Allowance	14,321	14,190	14,190	17,441	17,441
5804	Uniform Rental	4,640	-	2,733	-	-
5901	Compensated Absences Expense	46,753	-	-	-	-
5903	Other Taxable Benefits	2,699	885	2,384	10,326	10,326
5904	Tuition Reimbursement	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	6,002,294	6,694,684	6,885,022	7,516,761	7,873,845
	SERVICES					
6005	License & Permits	95,672	113,591	113,591	117,013	121,693
6006	Taxes	427	5,498	1,500	2,000	2,000
6007	Penalties and Interest	215	661	661	626	651
6008	State Mandated Fees	72,655	85,048	85,048	100,000	100,000
6105	Medical/Physicals	4,810	3,634	4,000	3,927	4,162
6106	Other Professional Services	779,652	1,066,456	682,189	732,189	1,023,000
6301	Water Wastewater Refuse	1,275	19,388	3,000	7,513	7,813
6304	Telephone	6,083	5,512	8,900	9,000	9,000
6307	Electricity & Gas	17,710	14,000	16,000	15,000	15,000
6401	Meeting & Prof Development	-	-	100	100	100
6402	Travel Expense/Reimbursement	160	1,050	750	2,233	2,322
6403	Training	3,630	10,500	10,500	30,000	30,000
6505	Retiree Health Insurance	445,824	720,000	720,000	700,000	700,000
6601	Postage	6,606	-	-	-	-
6703	Software Support/Development	-	525	-	-	-
6710	Special Contractual Services	1,860,974	2,933,585	2,716,403	2,933,903	3,526,500
6712	Landfill Tipping Charges	62,494	90,101	90,101	100,000	100,000
6713	Landfill Closure/PC Expense	578,252	300,000	600,000	600,000	600,000
6801	City Attorney Legal Service	29,073	29,351	29,351	30,341	30,355

DEPARTMENT/DIVISION

SOLID WASTE-OPERATIONS

FUND

SOLID WASTE

ORGKEY

511900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6802	Info Tech Service Charges	373,164	328,740	378,740	533,092	550,861
6803	City Garage Charges	3,701,774	3,886,864	3,696,345	2,989,773	2,843,006
6804	General Govt Service Charge	748,326	774,517	774,517	1,199,612	1,234,155
6805	Billing Services	500,000	500,000	575,000	650,000	750,000
6901	Printing and Binding	15,085	7,445	11,500	15,000	15,000
6902	Advertising	-	2,625	-	-	-
6903	Janitorial Services	11,773	27,642	25,000	26,000	26,500
6904	Land and Building Rent	6,341	5,985	5,985	6,319	6,572
6908	Other Rentals	128,109	52,500	-	50,000	50,000
6909	Subscriptions & Memberships	1,430	1,155	2,850	1,171	1,218
6910	Labor	20,296	18,088	25,000	20,000	20,000
6911	Bad Debt Expense	17,074	-	-	-	-
6914	Depreciation Expense	1,088,761	-	-	-	-
6916	Lease Amortization	48,302	-	-	-	-
	TOTAL SERVICES	10,625,947	11,004,460	10,577,032	10,874,812	11,769,908
	SUPPLIES					
7002	Office Supplies	2,543	9,000	4,000	4,000	4,000
7004	Uniform/Safety Clothing	91,703	51,000	90,000	90,000	90,000
7101	Office Equipment & Furniture	2,635	771	771	5,208	5,416
7102	Small Tools & Equipment	13,887	7,350	7,350	11,300	11,752
7203	Office Equipment Maintenance	675	-	-	5,208	5,416
7204	Building/Grounds Maintenance	400	11,184	11,184	12,000	12,000
7205	Machinery & Equip. Maint.	13,770	14,700	25,000	17,135	17,820
7206	Vehicle Maintenance	3,386	1,764	5,600	1,987	2,066
7208	Repair/Maintenance Supplies	58,419	30,608	75,000	55,000	60,000
7209	Janitorial Supplies	15,645	7,350	7,350	8,433	8,770
7210	Building Supplies	-	1,575	1,575	4,092	4,256
7211	Computer Components	4,654	4,200	4,200	4,242	4,284
7807	Food	1,745	1,260	1,260	1,531	1,592
7810	Special Departmental Supplies	565,736	806,386	806,386	753,831	783,984
	TOTAL SUPPLIES	775,199	947,148	1,039,675	973,967	1,011,356
	FIXED ASSETS					
8501	Other Betterments/Improv	148,870	-	-	-	-
8706	All Other Equipment	37,699	-	-	-	-
8801	Capital Lease	30,835	28,714	113,950	187,039	228,651
8999	Capital Expenditure Offset	(162,838)	-	-	-	-
	TOTAL FIXED ASSETS	54,566	28,714	113,950	187,039	228,651
	DEBT SERVICE					
9102	Interest - Lease	4,411	-	-	-	-
	TOTAL DEBT SERVICE	4,411	-	-	-	-
	DIVISION TOTAL	**17,462,417**	**18,675,006**	**18,615,678**	**19,552,580**	**20,883,760**

DEPARTMENT/DIVISION

SOLID WASTE-PROJECTS AND GRANTS

FUND

SOLID WASTE

ORGKEY

511910

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	6,494	7,865	7,865	-	-
5101	Overtime Salaries	143	-	-	-	-
5401	Pension Contributions	2,008	-	-	-	-
5501	Social Security/Medicare	475	-	-	-	-
5701	Health/Dental Insurance	2,736	-	-	-	-
5703	Disability Insurance	63	-	-	-	-
5704	Unemployment Insurance	48	-	-	-	-
5705	Life Insurance	7	-	-	-	-
	TOTAL SALARIES AND BENEFITS	11,975	7,865	7,865	-	-
	SERVICES					
6106	Other Professional Services	2,127	-	-	-	-
6703	Software Support/Development	27,142	5,546	29,761	-	-
6708	Special Program Expenditures	-	34,957	33,105	-	-
6710	Special Contractual Services	24,625	47,750	36,375	-	-
6901	Printing and Binding	-	-	6,854	-	-
6902	Advertising	5,594	-	-	-	-
	TOTAL SERVICES	59,489	88,253	106,094	-	-
	SUPPLIES					
7206	Vehicle Maintenance	14,352	-	14,352	-	-
7810	Special Departmental Supplies	47,665	104,027	86,185	-	-
7901	Non-Capital Expenditures	16,751	-	5,352	-	-
	TOTAL SUPPLIES	78,768	104,027	105,889	-	-
	FIXED ASSETS					
8301	Construction In Progress	6,520	-	-	-	-
8501	Other Betterments/Improv	-	1,183,034	1,792,660	4,250,000	-
8704	Motor Vehicles	1,420,048	3,464,969	4,664,969	2,000,000	5,036,438
8999	Capital Expenditure Offset	(1,426,568)	-	-	-	-
	TOTAL FIXED ASSETS	-	4,648,002	6,457,628	6,250,000	5,036,438
	DEBT SERVICE					
9001	Principal	-	323,257	328,155	222,301	237,841
9101	Interest	51,693	46,896	54,323	38,728	22,691
	TOTAL DEBT SERVICE	51,693	370,153	382,478	261,029	260,531
	DIVISION TOTAL	**201,925**	**5,218,299**	**7,059,955**	**6,511,029**	**5,296,969**

DEPARTMENT/DIVISION

SOLID WASTE-DEBT SERVICE

FUND

SOLID WASTE

ORGKEY

511930

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6004	Bank/Collection Agent Fees	12,054	12,913	12,913	12,913	12,913
	TOTAL SERVICES	12,054	12,913	12,913	12,913	12,913
	DEBT SERVICE					
9001	Principal	-	304,691	304,691	314,212	324,031
9101	Interest	117,353	107,856	107,856	98,061	87,961
	TOTAL DEBT SERVICE	117,353	412,547	412,547	412,274	411,992
	DIVISION TOTAL	**129,407**	**425,460**	**425,460**	**425,187**	**424,905**

DEPARTMENT/DIVISION

LANDFILL

FUND	**ORGKEY**
SOLID WASTE	511981

OBJECT		**FY 2025 ACTUAL (AUDITED)**	**FY 2026 ADJUSTED BUDGET**	**FY 2026 12 MONTH ESTIMATED**	**FY 2027 CITY MANAGER RECOMMENDED**	**FY 2028 CITY MANAGER RECOMMENDED**
	SALARIES AND BENEFITS					
5802	Eyecare Reimbursement	300	-	-	-	-
	TOTAL SALARIES AND BENEFITS	300	-	-	-	-
	DIVISION TOTAL	**300**	**-**	**-**	**-**	**-**

DEPARTMENT SUMMARY

FUND

SOLID WASTE

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
SOLID WASTE-OPERATIONS	17,462,417	18,675,006	18,615,678	19,552,580	20,883,760
SOLID WASTE-PROJECTS AND GRANTS	201,925	5,218,299	7,059,955	6,511,029	5,296,969
SOLID WASTE-DEBT SERVICE	129,407	425,460	425,460	425,187	424,905
LANDFILL	300	-	-	-	-
DEPARTMENT TOTAL	**17,794,049**	**24,318,765**	**26,101,093**	**26,488,795**	**26,605,634**

DEPARTMENT/DIVISION

SOLID WASTE CAPITAL IMPROVEMENT FUND

FUND

SOLID WASTE CAPITAL IMPROV

ORGKEY

519920

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6804	General Govt Service Charge	-	2,000	-	-	-
	TOTAL SERVICES	-	2,000	-	-	-
	DIVISION TOTAL	**-**	**2,000**	**-**	**-**	**-**

DEPARTMENT SUMMARY

FUND

SOLID WASTE CAPITAL IMPROV

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
SOLID WASTE CAPITAL IMPROVEMENT FUND	-	2,000	-	-	-
DEPARTMENT TOTAL	**-**	**2,000**	**-**	**-**	**-**

Facilities and Community Services
Citrus Groves

Program Description:

The City currently farms 22 separate citrus groves totaling approximately 184 acres. Several citrus varieties, including Navel orange, Valencia orange, Ruby Star grapefruit, and Rio grapefruit, are farmed within these groves. The department staff provides onsite repairs and maintenance as well as oversight of various contractors.

The Citrus Preservation Commission has been appointed by the City Council to advise staff and the City Council on both technical and business matters related to citrus grove management. Seventy acres of the city-owned groves are designated as Citrus Heritage Groves to be protected for future generations. The groves were primarily purchased with funds from Measure "O" and Park Acquisition Funds.

The Citrus Grove budget is presented in twenty-one separate job ledgers/programs as an Enterprise Fund, to be supported by revenue received from the sale of citrus products from these groves. The groves currently owned and maintained by the city are known as:

1. California
2. Palmetto1, Palmetto 2
3. Dearborn & Pioneer
4. Fifth
5. Granite
6. Jacinto Memorial
7. Judson
8. Lugonia
9. Mountain View
10. Mullin
11. Olive
12. Judson East
13. Judson West
14. Prospect
15. Riverview
16. Texas
17. University
18. Gateway
19. West Riverview
20. Sessums
21. Wabash
22. San Bernardino
23. England

Program Objectives:

- Staff support for the Citrus Preservation Commission on matters of acquisition, improvement, preservation, operation, and retention of citrus properties within the City.
- Efficiently, effectively, and economically manage the day-to-day operation of the groves, and market the crops to recover all costs of operation.
- Preserve acreage in citrus production consistent with the City's historical and cultural heritage as a citrus growing community while providing an economic basis for supporting private citrus development and processing facilities.

Significant Program Changes and Process Improvements:

- Staff continues to monitor the impact of the Asian citrus psyllid on the California citrus industry and implementing prevention methods.

Accomplishments for Fiscal Year 2024-2026:

- Accepted possession of England Grove.
- Farmed 184 acres.
- 93,058 cartons of fruit were harvested.

Goals for Fiscal Year 2026-2028:

- Farm 190 acres.
- Harvest 110,000 cartons of fruit.

DEPARTMENT/DIVISION

GROVES-OPERATIONS

FUND

GROVES FUND

ORGKEY

538900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	191,367	224,664	224,664	233,787	252,065
5101	Overtime Salaries	18,673	15,000	15,000	15,450	15,914
5202	Holiday Pay	7,668	-	3,560	-	-
5203	Bonus	-	132	132	-	-
5204	Accrual Payout	4,197	-	2,701	340	340
5301	Banked Leave Buy Back	948	5,244	5,244	1,060	1,060
5401	Pension Contributions	55,757	66,550	66,550	63,995	66,573
5402	GASB68 Pension Expense	146,700	-	-	-	-
5501	Social Security/Medicare	16,854	17,456	17,456	17,520	18,200
5601	Deferred Compensation	716	1,071	1,071	798	810
5701	Health/Dental Insurance	43,567	73,628	73,628	55,912	55,965
5702	Workers' Comp Insurance	8,216	8,502	8,502	-	-
5703	Disability Insurance	1,972	2,028	2,028	2,568	2,683
5704	Unemployment Insurance	383	1,554	1,554	1,541	1,541
5705	Life Insurance	217	226	226	224	224
5801	Vehicle Allowance	-	180	180	-	-
5802	Eyecare Reimbursement	-	1,074	1,074	1,065	1,065
5803	Clothing Allowance	750	1,005	1,005	1,100	1,100
5804	Uniform Rental	364	-	189	-	-
5901	Compensated Absences Expense	2,614	-	-	-	-
5903	Other Taxable Benefits	-	50	50	533	533
	TOTAL SALARIES AND BENEFITS	500,962	418,364	424,814	395,890	418,072
	SERVICES					
6007	Penalties and Interest	28	-	25	-	-
6102	Legal Services	-	-	8,759	-	-
6304	Telephone	368	1,530	1,530	1,576	1,623
6308	Elec Service-Facility Ops	26,799	-	16,000	-	-
6707	Stock Assessment	5,856	-	-	-	-
6708	Special Program Expenditures	-	-	10	-	-
6710	Special Contractual Services	406	-	1,252	-	-
6802	Info Tech Service Charges	30,462	26,836	26,836	43,518	44,968
6804	General Govt Service Charge	28,776	29,784	29,784	30,749	32,077
6914	Depreciation Expense	24,915	-	-	-	-
6916	Lease Amortization	6,865	-	-	-	-
	TOTAL SERVICES	124,477	58,150	84,196	75,843	78,668
	SUPPLIES					
7102	Small Tools & Equipment	5,381	-	-	-	-
7204	Building/Grounds Maintenance	3,753	1,247	1,247	-	-
7206	Vehicle Maintenance	911	2,500	2,500	2,575	2,652
7208	Repair/Maintenance Supplies	10,750	5,838	15,000	5,150	5,150
7810	Special Departmental Supplies	-	3,500	3,500	3,605	3,713
	TOTAL SUPPLIES	20,796	13,085	22,247	11,330	11,515
	FIXED ASSETS					
8801	Capital Lease	8,671	16,560	17,016	17,162	17,162
	TOTAL FIXED ASSETS	8,671	16,560	17,016	17,162	17,162

DEPARTMENT/DIVISION

GROVES-OPERATIONS

FUND

GROVES FUND

ORGKEY

538900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	DEBT SERVICE					
9102	Interest - Lease	63	-	-	-	-
	TOTAL DEBT SERVICE	63	-	-	-	-
	DIVISION TOTAL	**654,969**	**506,159**	**548,272**	**500,226**	**525,417**

DEPARTMENT/DIVISION

GROVES-PROJECTS AND GRANTS

FUND

GROVES FUND

ORGKEY

538910

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6006	Taxes	788	-	189	-	-
6106	Other Professional Services	56	-	45	-	-
6301	Water Wastewater Refuse	88,621	84,143	170,850	106,394	109,585
6307	Electricity & Gas	5,660	6,834	7,523	4,413	4,545
6308	Elec Service-Facility Ops	-	12,240	-	12,607	12,985
6510	Other Insurance	-	7,350	7,350	7,334	7,365
6710	Special Contractual Services	810,487	818,321	1,089,078	1,173,262	1,220,571
6902	Advertising	-	1,000	1,000	1,000	1,000
	TOTAL SERVICES	905,611	929,888	1,276,036	1,305,010	1,356,051
	SUPPLIES					
7002	Office Supplies	-	1,020	1,020	-	-
7208	Repair/Maintenance Supplies	-	37,830	37,830	38,965	40,134
	TOTAL SUPPLIES	-	38,850	38,850	38,965	40,134
	FIXED ASSETS					
8001	Land Acquisitions	-	90,000	91,684	-	-
	TOTAL FIXED ASSETS	-	90,000	91,684	-	-
	DIVISION TOTAL	**905,611**	**1,058,738**	**1,406,570**	**1,343,975**	**1,396,185**

DEPARTMENT SUMMARY

FUND

GROVES FUND

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
GROVES-OPERATIONS	654,969	506,159	548,272	500,226	525,417
GROVES-PROJECTS AND GRANTS	905,611	1,058,738	1,406,570	1,343,975	1,396,185
DEPARTMENT TOTAL	**1,560,580**	**1,564,897**	**1,954,842**	**1,844,201**	**1,921,603**

Facilities and Community Services
Cemetery Division

Program Description:

Hillside Memorial Park is a historic cemetery consisting of more than fifty acres of land. There are 11.75 acres of undeveloped land reserved for future developments. The cemetery has performed and recorded over 33,400 interments since it was established in 1886. Hillside Memorial Park provides a place of reflection and remembrance for those that visit. Families that select Hillside Memorial Park as a final resting place are presented with an array of products to choose from, which span from ground burials to mausoleum entombments. There are also multiple options for families that prefer cremation services. Hillside staff works diligently with public and private organizations to provide the best possible service to families. The cemetery conducts an average of 200 interments per year.

The cemetery is an Enterprise Fund organized to produce revenue to offset expenditure. Portions of the cemetery revenues are placed into the Cemetery Perpetual Care Fund to help offset the expenses associated with future maintenance and upkeep of the cemetery grounds as well as to fund capital improvement projects.

Program Objectives:

- Provide excellent customer service to residents and the community by offering an array of services and products.
- Continue to modernize record-keeping systems to include digital information storage and retrieval.
- Digitize archived records in an electronic format for efficient and accurate research.
- Implement capital improvement projects that will allow the cemetery to remain modern and competitive.

Significant Projects and Improvements:

- Management of property inventory database to track available inventory spaces more effectively.
- Maintained permanent records for 33,548 recorded interments.
- Sold 129 plots.
- Performed 189 new interments, 43.39% of which were cremation related services.
- Sunset Lawn Phase II was developed and will add an additional 220 casket burial spaces and 350 cremation spaces. (This area is classified as a Basic product option.)
- Garden of Hope was developed and will add an additional 500 casket burial spaces and 300 cremation spaces. (This area is classified as a Traditional product option.)
- Garden of Peace was developed and will add 350 casket spaces and 220 cremation spaces. (This area is classified as a Premium product option.)
- Cemetery staff have started an ongoing property inventory verification project to identify usable spaces located on the historic north end of the cemetery. An additional 10 usable cremation spaces were identified and added to the property inventory by staff.

Fiscal Year 2026-2028 Goals:

- Complete 185 burials.
- Sell 200 plots.
- Additional surveying for lot 12.
- GIS location project with online customer information completed.

DEPARTMENT/DIVISION

CEMETERY

FUND

CEMETERY

ORGKEY

562900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	348,632	402,698	402,698	439,839	472,958
5002	Salaries: Part-Time	-	16,000	16,000	16,830	16,830
5101	Overtime Salaries	10,096	10,000	13,000	10,000	10,000
5201	Stand By	74	-	-	-	-
5202	Holiday Pay	9,724	-	3,548	-	-
5203	Bonus	-	88	88	-	-
5204	Accrual Payout	1,095	-	822	1,086	1,086
5301	Banked Leave Buy Back	3,476	8,248	8,248	2,871	2,871
5401	Pension Contributions	102,747	120,213	120,213	116,059	116,350
5402	GASB68 Pension Expense	(89,349)	-	-	-	-
5501	Social Security/Medicare	28,414	32,630	32,630	33,374	33,416
5601	Deferred Compensation	1,368	1,567	1,567	1,368	1,368
5701	Health/Dental Insurance	84,372	99,267	99,267	84,809	85,089
5702	Workers' Comp Insurance	17,802	15,587	15,587	16,320	16,751
5703	Disability Insurance	2,661	3,092	3,092	3,934	3,940
5704	Unemployment Insurance	290	2,773	2,773	2,765	2,765
5705	Life Insurance	307	340	340	339	339
5801	Vehicle Allowance	-	120	120	-	-
5802	Eyecare Reimbursement	1,753	1,617	1,617	1,611	1,611
5803	Clothing Allowance	1,110	1,277	1,277	1,094	1,094
5804	Uniform Rental	336	-	222	-	-
5901	Compensated Absences Expense	4,585	-	-	-	-
5903	Other Taxable Benefits	2,663	2,634	2,634	3,266	3,266
5904	Tuition Reimbursement	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	532,157	718,151	725,743	735,566	769,733
	SERVICES					
6005	License & Permits	1,650	800	800	800	800
6007	Penalties and Interest	13	-	-	-	-
6301	Water Wastewater Refuse	33,041	31,500	31,500	31,500	31,500
6304	Telephone	3,717	2,900	2,900	2,900	2,900
6307	Electricity & Gas	4,152	4,300	4,300	4,300	4,300
6401	Meeting & Prof Development	150	7,000	1,200	7,000	5,000
6402	Travel Expense/Reimbursement	1	1,200	19	1,200	1,200
6403	Training	434	1,500	1,500	1,500	1,500
6505	Retiree Health Insurance	31,939	70,000	70,000	70,000	70,000
6601	Postage	13	250	250	250	-
6703	Software Support/Development	-	-	-	45,000	-
6710	Special Contractual Services	127,560	214,644	187,658	275,352	241,940
6802	Info Tech Service Charges	45,694	33,545	33,545	54,397	56,210
6803	City Garage Charges	48,618	50,649	44,322	35,849	32,499
6804	General Govt Service Charge	79,974	82,773	82,773	85,455	89,146
6901	Printing and Binding	-	500	500	500	500
6902	Advertising	2,626	5,000	5,000	5,000	5,000
6903	Janitorial Services	19,654	31,148	31,148	35,000	35,000
6906	Office Equip & Furn Rent	1,659	2,500	-	-	-
6909	Subscriptions & Memberships	-	330	330	330	330

DEPARTMENT/DIVISION

CEMETERY

FUND

CEMETERY

ORGKEY

562900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6910	Labor	705	792	7,000	-	-
6911	Bad Debt Expense	300	-	-	-	-
6914	Depreciation Expense	44,834	-	-	-	-
6916	Lease Amortization	41,636	-	-	-	-
	TOTAL SERVICES	488,370	541,330	504,745	656,333	577,825
	SUPPLIES					
7002	Office Supplies	2,375	4,200	4,200	2,000	2,000
7004	Uniform/Safety Clothing	3,372	2,508	3,500	3,600	3,600
7101	Office Equipment & Furniture	-	1,500	4,500	2,500	2,500
7102	Small Tools & Equipment	2,126	2,500	3,500	2,000	2,000
7204	Building/Grounds Maintenance	17,159	22,000	1,000	-	-
7206	Vehicle Maintenance	1,748	1,259	4,000	2,500	2,500
7208	Repair/Maintenance Supplies	20,360	14,658	16,250	14,500	14,500
7209	Janitorial Supplies	-	200	100	200	200
7801	Resale Materials	56,196	67,352	50,000	50,000	50,000
7806	Promotional Supplies	-	2,500	2,500	1,200	1,100
7807	Food	21	500	521	500	500
7810	Special Departmental Supplies	7,653	2,750	7,000	2,500	2,500
7901	Non-Capital Expenditures	5,537	-	-	-	-
	TOTAL SUPPLIES	116,546	121,928	97,071	81,500	81,400
	FIXED ASSETS					
8301	Construction In Progress	13,300	-	-	-	-
8501	Other Betterments/Improv	-	100,000	43,000	500,000	115,000
8602	Other Land Improvements	-	9,600	57,000	-	-
8801	Capital Lease	8,647	71,335	70,244	89,498	91,758
8999	Capital Expenditure Offset	(13,300)	-	-	-	-
	TOTAL FIXED ASSETS	8,647	180,935	170,244	589,498	206,758
	DEBT SERVICE					
9001	Principal	-	150,000	150,000	150,000	60,077
9101	Interest	22,545	-	-	-	-
9102	Interest - Lease	2,492	-	-	-	-
	TOTAL DEBT SERVICE	25,038	150,000	150,000	150,000	60,077
	DIVISION TOTAL	**1,170,757**	**1,712,344**	**1,647,803**	**2,212,898**	**1,695,793**

DEPARTMENT SUMMARY

FUND

CEMETERY

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
CEMETERY	1,170,757	1,712,344	1,647,803	2,212,898	1,695,793
DEPARTMENT TOTAL	**1,170,757**	**1,712,344**	**1,647,803**	**2,212,898**	**1,695,793**

Facilities and Community Services
Redlands Municipal Airport
(Aviation Division)

Program Description:

The Aviation Division manages all airfield operations, airport land leases, tie-downs, and city airfield facilities and equipment. The Division ensures compliance with the Federal Aviation Administration and the California Department of Transportation Aeronautics Division requirements for General Aviation airport facilities. The airport budget is an Enterprise Fund to sustain the program through airport revenue. The City Council has appointed the Airport Advisory Board to advise the City Council on airport management matters. Oversight is provided by department staff that coordinate airport maintenance activities, grant acquisition, and administration through various department divisions.

The airport encompasses 177 acres, with 197 hangars, 25 offices, 210 tie-downs, and approximately 200 based aircraft. There are currently 14 businesses based at the airport.

Program Objectives:

- Maintain a safe aviation environment.
- Operate the airport as a self-sustaining Enterprise Fund.
- Provide regular education, inspections of airport facilities and equipment along with recurring maintenance.
- Leverage FAA and Caltrans entitlements to maximize capital improvements through FAA and Caltrans grant programs.
- Administer the city-owned west ramp tie-downs.
- Administer Fixed Base Operators (FBO's) with land leases.
- Administer, advise, coordinate, and communicate land use and airspace compatibility.
- Provide staff liaison to the Airport Advisory Board.

Accomplishments for Fiscal Year 2024-2026:

- Hosted the annual Halloween Plane-or-Treat event bringing over 3500 participants to the airfield to learn about aviation activities and the Redlands Airport.
- $750,000 in FAA Grants awarded.
- Processed for approval FAA Entitlement Planning Grants and State of California Matching Grants for runway and taxiway resurfacing, Wildlife Hazardous Management Plan, design for a new airfield security fence, and associated environmental documents.
- Continued agreement with Civil Air Patrol to base a youth squadron at Redlands Municipal Airport, which teaches youth participants about aviation careers and activities and provides support to airport events and operations.
- Completed the FAA funded runway resurfacing project.
- Complied with FAA Hangar Policy and San Bernardino Possessory Tax requirements through hangar inspection program.
- Sustained maintenance of Storm Water Pollution Prevention Program, achieving recognition and approval to limit sampling one time per year for staying within compliance standards.

- Secured on-call service agreement with design, planning, and engineering consultants to provide all FAA required documents and information for grant funded projects.
- Conducted outreach/engagement with FAA, San Bernardino International Airport, and Redlands Pilot community relating to a new flight pattern transecting through Redlands Municipal Airport airspace.
- Remediated v-ditch between Taxiway-Alpha and the West Ramp.
- 47,000 runway operations.

Goals for Fiscal Year 2026-2028:

- Secure $563,000 in FAA grants to continue to support improvements.
- Host the annual Halloween Plane-or-Treat event bringing over 3500 participants to the airfield in the second year to learn about aviation activities and Redlands Airport.
- Develop and release an RFP to provide additional fuel service at the airport, including Jet-A fuel utilized by growing number of helicopters at KREI.
- Restore the beacon tower as a showcase to aviation history in Redlands and the Inland Empire.
- Continue to enhance the Airport with landscaping and clearing of the Runway Safety Areas.
- Grow to 49,000 runway operations.

DEPARTMENT/DIVISION

AIRPORT-OPERATIONS

FUND

REDLANDS MUNICIPAL AIRPORT

ORGKEY

564900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	61,436	100,670	100,670	92,101	100,569
5101	Overtime Salaries	12	-	44	-	-
5202	Holiday Pay	50	-	46	-	-
5203	Bonus	-	44	44	-	-
5204	Accrual Payout	15,579	-	1,260	1,013	1,013
5301	Banked Leave Buy Back	65	1,499	1,499	75	75
5401	Pension Contributions	17,284	29,910	29,910	24,739	25,969
5402	GASB68 Pension Expense	(90,530)	-	-	-	-
5501	Social Security/Medicare	6,105	7,775	7,775	7,106	7,430
5601	Deferred Compensation	1,390	1,512	1,512	1,423	1,428
5701	Health/Dental Insurance	4,461	5,068	5,068	6,186	6,193
5702	Workers' Comp Insurance	-	2,834	2,834	7,446	7,642
5703	Disability Insurance	28	-	17	39	41
5704	Unemployment Insurance	124	456	463	473	473
5705	Life Insurance	45	66	66	69	69
5801	Vehicle Allowance	-	60	60	-	-
5802	Eyecare Reimbursement	-	315	315	327	327
5803	Clothing Allowance	38	-	15	15	15
5901	Compensated Absences Expense	794	-	-	-	-
5903	Other Taxable Benefits	182	158	158	164	164
	TOTAL SALARIES AND BENEFITS	17,063	150,367	151,755	141,175	151,407
	SERVICES					
6005	License & Permits	1,873	-	-	-	-
6007	Penalties and Interest	69	-	14	-	-
6008	State Mandated Fees	-	-	27	-	-
6106	Other Professional Services	-	-	3,158	-	-
6301	Water Wastewater Refuse	10,530	14,000	12,000	14,000	14,000
6304	Telephone	8,875	14,000	8,000	14,000	14,000
6307	Electricity & Gas	29,274	43,000	25,000	43,000	43,000
6403	Training	32	1,000	36	1,000	1,000
6505	Retiree Health Insurance	3,535	-	11	-	-
6510	Other Insurance	-	-	1,000	-	-
6601	Postage	-	-	300	-	-
6703	Software Support/Development	129	1,500	1,125	1,500	1,500
6710	Special Contractual Services	53,075	26,712	65,000	49,000	39,500
6712	Landfill Tipping Charges	3,195	-	2,000	-	-
6802	Info Tech Service Charges	-	6,709	6,709	10,879	11,242
6803	City Garage Charges	4,961	5,168	4,523	3,658	3,316
6804	General Govt Service Charge	80,375	83,188	83,188	85,883	89,593
6902	Advertising	7,025	2,500	8,340	3,500	3,000
6903	Janitorial Services	11,710	39,918	23,400	26,000	25,000
6907	Comms Service & Rental	-	1,654	1,000	2,000	1,500
6909	Subscriptions & Memberships	250	500	500	500	500
6910	Labor	22,669	9,549	40,000	40,000	40,000
6911	Bad Debt Expense	57	-	500	500	500
6912	Reimbursed Expenditures	34,247	3,605	3,605	-	-

DEPARTMENT/DIVISION

AIRPORT-OPERATIONS

FUND **ORGKEY**

REDLANDS MUNICIPAL AIRPORT 564900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6914	Depreciation Expense	221,534	-	-	-	-
6918	Unreimbursed Expenditures	40,000	-	-	-	-
	TOTAL SERVICES	533,416	253,002	289,436	295,420	287,651
	SUPPLIES					
7002	Office Supplies	111	1,600	1,312	1,000	1,000
7102	Small Tools & Equipment	-	1,200	1,000	600	600
7204	Building/Grounds Maintenance	12,776	50,000	15,000	15,000	20,000
7208	Repair/Maintenance Supplies	17,969	25,818	40,000	35,000	35,000
7209	Janitorial Supplies	-	-	3,000	4,000	4,000
7210	Building Supplies	224	4,000	16,504	4,000	4,000
7807	Food	-	500	2,500	-	-
7810	Special Departmental Supplies	2,491	-	1,617	2,000	2,000
	TOTAL SUPPLIES	33,572	83,118	80,933	61,600	66,600
	FIXED ASSETS					
8801	Capital Lease	-	24,400	-	-	-
	TOTAL FIXED ASSETS	-	24,400	-	-	-
	DEBT SERVICE					
9001	Principal	-	57,000	57,000	57,000	57,000
9101	Interest	32,228	3,000	3,000	3,000	3,000
	TOTAL DEBT SERVICE	32,228	60,000	60,000	60,000	60,000
	DIVISION TOTAL	**616,279**	**570,887**	**582,125**	**558,195**	**565,658**

DEPARTMENT/DIVISION

AIRPORT-PROJECTS AND GRANTS

FUND | **ORGKEY**

REDLANDS MUNICIPAL AIRPORT | 564910

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6710	Special Contractual Services	2,857	36,051	36,051	-	-
6912	Reimbursed Expenditures	(34,135)	(3,605)	(3,605)	-	-
	TOTAL SERVICES	(31,278)	32,446	32,446	-	-
	SUPPLIES					
7204	Building/Grounds Maintenance		15,872	25,872	-	-
7901	Non-Capital Expenditures	617,039	-	-	-	-
	TOTAL SUPPLIES	617,039	15,872	25,872	-	-
	DIVISION TOTAL	**585,761**	**48,318**	**58,318**	**-**	**-**

DEPARTMENT SUMMARY

FUND

REDLANDS MUNICIPAL AIRPORT

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
AIRPORT-OPERATIONS	616,279	570,887	582,125	558,195	565,658
AIRPORT-PROJECTS AND GRANTS	585,761	48,318	58,318	-	-
DEPARTMENT TOTAL	**1,202,040**	**619,205**	**640,442**	**558,195**	**565,658**

Facilities and Community Services
Equipment Maintenance Division

Program Description:

The Equipment Maintenance Division provides maintenance and repair services as well as safety inspections for the City's vehicles and equipment. Emphasis is placed on safety, preventive maintenance, and compliance with air quality and other State regulations. Equipment Maintenance staff provide the support necessary to maintain over 600 units of vehicles, heavy equipment, generators, and compressors, as well as operation of the City's L/CNG fuel station. The Equipment Maintenance Division is an Internal Service Fund.

Program Objectives:

- Provide maintenance and repair services to City departments to maintain an in-service rate of 93% or higher.
- Continue to receive an annual award of tax rebates through consistent and timely L/CNG tax reporting.
- Maintain and provide timely reporting for programs required by the State of California and other regulatory agencies.
- Maintain continuous training for mechanics to ensure up-to-date skills and knowledge of computer and electronic technology on the newer model electric, and alternative fuel vehicles.

Accomplishments for Fiscal Year 2024-2026:

- 2 Vehicle charging stations were developed.
- Percentage of city facilities with chargers is 6%.
- 1% of fleet vehicles were transitioned to Zero Emission Vehicles.
- 18 fleet vehicles are alternative fuel.

Goals for Fiscal Year 2026-2028:

- The average fleet age will be 15 years old. 5-Years Old by end of 2028
- Percentage of city facilities with chargers 24%.
- 8 vehicle charging stations will be developed.
- 10% of fleet will transition to zero emission vehicles.
- 16% of fleet will meet CARB Zero Emission Vehicle Standards.
- 34 vehicles in fleet will be alternative fuel vehicles.

Strategic Plan

The Equipment Maintenance Division supports the Strategic Plan Priority D – Sustainability through continued evaluation of the City's medium and light-duty vehicles under the vehicle lease and maintenance program with Enterprise Fleet Management. Through this program, 290 City vehicles have been replaced, resulting in an increase in safety and a reduction in maintenance costs associated with older vehicles.

DEPARTMENT/DIVISION

EQUIPMENT MAINTENANCE

FUND

EQUIPMENT MAINTENANCE

ORGKEY

607900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	352,262	696,947	696,947	1,175,039	1,251,688
5101	Overtime Salaries	54,940	42,588	150,000	160,000	170,000
5201	Stand By	67	811	811	12,480	13,104
5202	Holiday Pay	6,904	-	13,878	-	-
5203	Bonus	-	440	440	-	-
5204	Accrual Payout	31,512	-	10,548	1,496	1,496
5301	Banked Leave Buy Back	9,386	23,434	23,434	4,945	4,945
5401	Pension Contributions	102,143	200,031	200,031	188,928	192,444
5402	GASB68 Pension Expense	(301,130)	-	-	-	-
5501	Social Security/Medicare	34,614	52,946	52,946	52,085	52,990
5601	Deferred Compensation	1,884	2,877	2,877	1,884	1,884
5701	Health/Dental Insurance	67,002	175,316	175,316	132,977	133,250
5702	Workers' Comp Insurance	104,547	108,185	108,185	37,070	38,049
5703	Disability Insurance	3,015	5,460	5,460	6,835	6,931
5704	Unemployment Insurance	455	3,763	3,763	3,719	3,719
5705	Life Insurance	287	546	546	541	541
5801	Vehicle Allowance	-	600	600	-	-
5802	Eyecare Reimbursement	890	2,601	2,601	2,571	2,571
5803	Clothing Allowance	1,788	2,250	2,250	3,125	3,125
5804	Uniform Rental	235	-	347	-	-
5901	Compensated Absences Expense	5,745	-	-	-	-
5903	Other Taxable Benefits	1,019	311	780	1,346	1,346
	TOTAL SALARIES AND BENEFITS	477,565	1,319,105	1,451,761	1,785,041	1,878,084
	SERVICES					
6004	Bank/Collection Agent Fees	9,742	28,078	18,078	18,078	28,078
6005	License & Permits	16,056	109,453	15,000	20,000	20,000
6006	Taxes	71,196	30,341	30,341	30,341	30,341
6007	Penalties and Interest	14,196	-	850	1,000	1,000
6008	State Mandated Fees	7,594	500	26,000	26,000	26,000
6105	Medical/Physicals	80	200	435	200	200
6304	Telephone	5,329	6,655	6,655	6,655	6,655
6401	Meeting & Prof Development	675	-	805	5,000	5,000
6402	Travel Expense/Reimbursement	944	500	500	5,000	5,000
6403	Training	258	3,000	18,000	25,000	15,000
6505	Retiree Health Insurance	119,654	140,000	140,000	140,000	140,000
6601	Postage	619	600	600	600	600
6703	Software Support/Development	47,034	39,310	120,500	86,810	86,810
6710	Special Contractual Services	47,249	52,000	195,491	59,740	59,780
6802	Info Tech Service Charges	38,078	33,545	33,545	54,397	56,210
6804	General Govt Service Charge	494,184	511,480	511,480	528,052	550,864
6901	Printing and Binding	-	-	202	200	200
6906	Office Equip & Furn Rent	1,659	2,244	-	-	-
6908	Other Rentals	86,592	36,954	225,000	225,000	225,000
6909	Subscriptions & Memberships	36,127	1,000	7,000	2,000	1,000
6910	Labor	216,411	125,750	218,750	218,750	111,240

DEPARTMENT/DIVISION

EQUIPMENT MAINTENANCE

FUND

EQUIPMENT MAINTENANCE

ORGKEY

607900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6914	Depreciation Expense	59,512	-	-	-	-
6916	Lease Amortization	16,532	-	-	-	-
	TOTAL SERVICES	1,289,720	1,121,610	1,569,232	1,452,823	1,368,978
	SUPPLIES					
7002	Office Supplies	3,692	10,950	4,000	8,950	8,950
7004	Uniform/Safety Clothing	9,652	37,560	17,560	25,000	25,000
7101	Office Equipment & Furniture	12,164	9,561	9,561	9,561	9,561
7102	Small Tools & Equipment	84,647	30,670	75,000	110,000	65,000
7201	Hardware Maint/Replace	458	-	-	-	-
7203	Office Equipment Maintenance	9,853	-	2,880	4,500	4,500
7204	Building/Grounds Maintenance	75,650	83,822	120,000	110,000	110,000
7205	Machinery & Equip. Maint.	4,448	80,282	250,000	250,000	260,000
7206	Vehicle Maintenance	2,006,629	1,807,675	1,400,000	692,808	995,724
7208	Repair/Maintenance Supplies	480,465	104,286	104,285	121,700	121,700
7209	Janitorial Supplies	29,535	26,807	40,000	25,000	25,000
7210	Building Supplies	16,086	57,238	100,000	60,000	70,000
7211	Computer Components	5,451	13,584	6,000	14,263	14,977
7212	Equipment Parts	30,683	62,491	200,000	165,615	182,491
7213	Motor Vehicle Supplies	1,909,833	1,713,024	2,000,000	1,750,280	1,837,794
7214	Tires & Tubes	285,217	355,186	300,000	300,000	300,000
7301	Gasoline	587,088	642,163	600,000	620,000	620,000
7302	Compressed Natural Gas (LCNG)	438,283	2,090,345	430,000	430,000	430,000
7303	Oil and Lubricants	105,800	147,594	100,000	97,594	107,594
7304	Diesel Fuel	253,319	475,836	315,000	350,000	350,000
7807	Food	1,004	2,362	2,362	7,362	8,362
7810	Special Departmental Supplies	48,801	16,633	25,132	27,132	30,645
7901	Non-Capital Expenditures	654	16,900	900	900	900
	TOTAL SUPPLIES	6,399,410	7,784,969	6,102,681	5,180,666	5,578,197
	FIXED ASSETS					
8501	Other Betterments/Improv	-	746,845	48,000	875,000	-
8503	Building Const/Improv	-	425,000	-	-	-
8704	Motor Vehicles	-	-	-	200,000	-
8706	All Other Equipment	90,282	150,865	82,052	-	-
8801	Capital Lease	2,248	14,851	19,466	75,676	72,719
8999	Capital Expenditure Offset	(104,058)	-	-	-	-
	TOTAL FIXED ASSETS	(11,528)	1,337,560	149,518	1,150,676	72,719
	DEBT SERVICE					
9102	Interest - Lease	1,240	-	-	-	-
	TOTAL DEBT SERVICE	1,240	-	-	-	-
	DIVISION TOTAL	**8,156,408**	**11,563,244**	**9,273,191**	**9,569,206**	**8,897,978**

DEPARTMENT SUMMARY

FUND

EQUIPMENT MAINTENANCE

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
EQUIPMENT MAINTENANCE	8,156,408	11,563,244	9,273,191	9,569,206	8,897,978
DEPARTMENT TOTAL	**8,156,408**	**11,563,244**	**9,273,191**	**9,569,206**	**8,897,978**

Municipal Utilities and Engineering Department

Mission:

The mission of the Municipal Utilities & Engineering Department (MUED) is to provide reliable service to the community with professionalism, integrity, accountability, quality, transparency, and innovation. MUED plans, designs, constructs, operates, and maintains Redlands' physical infrastructure for the residents and businesses in the City; making our community a desirable place to live, work, and visit.

MUED is responsible for delivering the following services to the City's residents and businesses:

- Utility Operations:
  - Water production and distribution
  - Non-potable and recycled water distribution
  - Wastewater collection, treatment, and disposal
- Engineering review and inspection of development proposals for compliance with State and City codes, standards, and other governmental requirements relating to land subdivisions, grading, drainage, and improvements within the City rights-of-way.
- Management, rehabilitation, and replacement of infrastructures such as water mains, sewer mains, storm drains, streets, and traffic signals to provide reliable service to the community.
- Development and construction of new public facilities to protect and enhance Redlands' livability.

MUED is organized into three (3) divisions, including Engineering (Development Review, Capital Improvement Program and Construction Management), Water Utility Operations (Potable and Non-Potable), and Wastewater Utility Operations. In total, MUED employs 94 full-time, and one (1) part-time, professionals.

Departmental Goals:

- Preserve City Assets
  - Provide responsible leadership and management to preserve the City's physical assets and resources.
  - Optimize City's physical assets to ensure reliability and exceed anticipated service life.
  - Maximize sustainable practices and ensure City infrastructure improvements support the City's mission to limit its environmental footprint.
  - Provide fiscally responsible water, non-potable (including recycled) water, and wastewater services.
  - Provide a safe, well-maintained, and efficient transportation system.
  - Ensure regulatory compliance by mandating MUED and vendor practices are consistent with all related codes and regulations; and
  - Develop and implement effective emergency management strategies to ensure continuity of services during and after significant events.

- Provide Quality Customer Service
  - Promptly deliver requested services with the highest quality of workmanship.
  - Develop and train staff to effectively communicate with customers.
  - Expand online self-service opportunities.

- Ensure Employee Effectiveness and Satisfaction
  - Recruit and retain high-performing employees.
  - Provide resources necessary for employees to perform work tasks safely and efficiently.
  - Create and maintain a diverse work environment that encourages staff engagement, teamwork, high-performance, and professional satisfaction.
  - Encourage professional development to prepare City employees for promotion opportunities.
  - Emphasize the importance of employee leadership and accountability at all levels.

- Establish Effective and Long-term Partnerships
  - Promote productive working relationships with other departments, City stakeholders, other municipalities, and regional partners.
  - Expand collaboration with education and industry partners on technology projects.

- Utilize Innovation
  - Leverage new ideas and technology to solve problems and accomplish the City's mission.
  - Create and sustain an organizational culture that encourages and supports innovation.
  - Optimize the use of emerging technologies.
  - Improve data collection and promote data-driven decision-making.

- Stimulate the Redlands Economy
  - Provide a One-Stop Permit Center for the prompt processing of development permits in the City.
  - Provide a One-Stop Permit Center to guide developers through Departmental requirements, the Redlands Municipal Code, Measure U, and State regulations.
  - Enhance Redlands' economic curb appeal.

- Encourage Environmental Protection
  - Collaborate with State, Regional, and Local agencies to promote environmentally sound policies and procedures.
  - Continually assess Redlands water sources (Santa Ana River, Mill Creek, and Bunker Hill Basin) to monitor the health of each source.
  - Implement the City's National Pollutant Discharge Elimination System (NPDES) to ensure stormwater discharges comply with the Municipal Separate Storm Sewer Systems (MS4) permits for Capital Improvement Projects, Water Utility Operations, and Wastewater Utility Operations.

- Social Responsibility
  - Collaborate with local Universities and Colleges to encourage students to consider a career in municipal government.
  - Establish an apprenticeship program to mentor young professionals.
  - Promote Departmental programs through community outreach at local events (Market Night, Redlands Bicycle Classic, etc.).

Municipal Utilities and Engineering Department
Engineering Division

Program Description:

The City of Redlands Engineering Division provides quality engineering services for the citizens of Redlands and the private development community. Engineering reviews capital improvement projects and manages the construction of City infrastructure improvement projects, such as street rehabilitation, water, and sewer main replacement, and storm drain construction.

Program Objectives:

- Efficiently deliver Capital Improvement Projects.
- Capitalize on opportunities to improve the effectiveness of services provided to community.
- Leverage State and Federal grant funds to implement major capital improvement projects.
- Extend and maintain the useful lifespan of public infrastructure in a fiscally responsible and sustainable manner.
- Maintain a CIP noticing program to educate and inform the general public.

Sustainability Efforts:

- Rehabilitate well and booster pumps with energy-efficient units.
- Capitalize on building energy consumption and efficiency improvement opportunities.
- Reduce pollutants and greenhouse gases by reducing traffic congestion.
- Support sustainable transportation such as biking and walking.
- Identify grant opportunities and emerging technologies.
- Promote the use of LED streetlights and identify opportunities to replace existing HPS streetlights.

Significant Programs:

PARIS

In 2012, the City completed the Pavement Accelerated Repair Implementation Strategy (PARIS), a funding strategy for pavement condition assessment and a pavement management platform that strategically prioritizes investment in road improvements. PARIS resurfaced approximately 440 lane miles of public streets (2/3 of all City streets) from 2013 to 2021 and increased the Redlands Street network pavement condition index from 53 to 82. PARIS was completed in FY 2020-21. The remaining 210 lane miles of City streets will be rehabilitated, and streets rehabilitated through PARIS will be maintained through a new Pavement Management Program (PMP 2020), which was adopted by City Council in April 2020.

MEASURE I & SB1
Measure I is the half-cent countywide sales tax levy approved by the voters to fund local transportation improvements. The City's annual Measure I allocation was used in its entirety to fund the PARIS program and is expected to be used in the same manner for the PMP. Additionally, the Road Maintenance and Rehabilitation Account established through Senate Bill 1 (SB1) provides funding to Redlands for not only PMP improvements, but also other local transportation improvements.

DEVELOPMENT IMPACT FEES
Development Impact Fees (DIF) are collected for the construction, expansion, and improvement of arterial streets, freeway interchanges, traffic signals, public facilities, public parks, storm drain facilities, wastewater facilities, solid waste facilities, and water facilities. DIF provides partial funding for the construction of master-planned facilities to accommodate the impacts of new development projects.

WATER CONSERVATION
In 2012-13, Redlands adopted a Water Conservation Rebate Program to incentivize customers to reduce water consumption and contribute to the City's effort to meet the 2009 Water Conservation Act goals, which required a twenty percent (20%) reduction in water consumption by 2020. The rebate program and successful implementation of additional programs, such as irrigation controller scheduling assistance, a water waste investigation program, have resulted in a citywide residential water consumption rate reduction of approximately 50 gallons per capita per day over the last five years.

Accomplishments in Fiscal Year 2025-26:

- Construction of the PMP 2024 and PMP 2025, completing approximately sixty-eight (68) lane miles of streets out of the remaining 1/3 of the City's streets (210 lane miles out of 650) after completing the PARIS program.
- Replacement of ten (10) miles of water pipeline.
- Rehabilitation of four (4) miles of sewer pipeline by replacing and slip lining.
- Replacement of thirty-one (31) sewer manholes.
- Replacement of four (4) miles of sidewalks.
- Replacement of thirty-two (32) ADA curb ramps.
- Awarded approximately $150,000 in Water Efficiency Rebates.
- Design and bidding of WWTP Phase 2 (overall rehabilitation of the plant) is completed.
- Construction of the Joint Utilities Laboratory expansion has begun.
- Engineering review of land development activities and permit applications.
- Construction inspection for capital projects and land development activities.

DEPARTMENT/DIVISION

ENGINEERING

FUND

GENERAL FUND

ORGKEY

101400

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	380,912	419,615	419,615	391,739	433,759
5002	Salaries: Part-Time	14,884	13,489	13,489	16,786	16,786
5005	Vacancies	-	-	-	(16,804)	(17,026)
5101	Overtime Salaries	7,232	5,513	17,000	6,000	-
5201	Stand By	748	-	1,000	-	-
5202	Holiday Pay	8,310	-	3,500	-	-
5203	Bonus	546	498	615	498	498
5204	Accrual Payout	9,137	-	12,860	6,070	6,070
5301	Banked Leave Buy Back	3,204	11,837	11,837	4,357	4,357
5401	Pension Contributions	104,681	122,972	122,972	140,978	143,533
5501	Social Security/Medicare	31,529	32,826	32,826	39,928	40,577
5601	Deferred Compensation	5,357	5,192	5,691	6,364	6,364
5701	Health/Dental Insurance	61,504	73,911	73,911	77,403	77,589
5702	Workers' Comp Insurance	43,951	45,480	45,480	53,081	54,483
5703	Disability Insurance	1,962	2,084	2,084	2,932	2,998
5704	Unemployment Insurance	359	2,083	2,083	2,461	2,461
5705	Life Insurance	257	258	258	314	314
5801	Vehicle Allowance	-	-	-	600	600
5802	Eyecare Reimbursement	3,261	1,230	1,390	1,461	1,461
5803	Clothing Allowance	803	645	1,210	822	822
5804	Uniform Rental	61	-	46	-	-
5903	Other Taxable Benefits	303	293	492	986	986
5905	Employee Wellness Program	942	-	510	-	-
	TOTAL SALARIES AND BENEFITS	679,941	737,926	768,870	735,976	776,630
	SERVICES					
6005	License & Permits	9,547	540	1,000	540	540
6101	Architect & Engineer	157,324	77,285	95,535	-	-
6102	Legal Services	4,946	-	44,863	-	-
6106	Other Professional Services	5,483	200,000	200,000	200,000	200,000
6304	Telephone	908	2,800	2,800	4,000	4,000
6401	Meeting & Prof Development	-	7,500	7,500	7,500	7,500
6402	Travel Expense/Reimbursement	865	1,600	1,600	1,600	1,600
6403	Training	1,350	7,500	7,500	7,500	7,500
6601	Postage	165	1,000	1,000	1,000	1,000
6708	Special Program Expenditures	1,100	-	5,000	-	-
6710	Special Contractual Services	16,710	-	9,264	-	-
6802	Info Tech Service Charges	76,156	67,090	67,090	108,794	112,421
6803	City Garage Charges	31,751	33,077	39,799	27,070	24,540
6901	Printing and Binding	410	4,590	4,590	3,000	3,000
6902	Advertising	8,458	3,000	3,000	3,000	3,000
6906	Office Equip & Furn Rent	1,659	-	-	-	-
6909	Subscriptions & Memberships	1,126	2,100	2,100	2,100	2,100
6912	Reimbursed Expenditures	65,950	214,107	214,107	-	-
	TOTAL SERVICES	383,907	622,189	706,748	366,104	367,201
	SUPPLIES					
7001	Books & Supplies	43	2,200	2,200	2,200	2,200

DEPARTMENT/DIVISION

ENGINEERING

FUND

GENERAL FUND

ORGKEY

101400

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7002	Office Supplies	1,395	3,800	3,800	2,200	2,200
7003	Awards/Recognition Prgm	-	3,000	3,000	3,000	3,000
7004	Uniform/Safety Clothing	-	1,600	1,600	1,600	1,600
7101	Office Equipment & Furniture	-	1,000	1,000	1,000	1,000
7102	Small Tools & Equipment	-	500	500	500	500
7206	Vehicle Maintenance	5,995	-	6,009	6,009	6,900
7208	Repair/Maintenance Supplies	88	-	-	-	-
7211	Computer Components	1,069	3,600	3,600	3,600	3,600
7807	Food	454	-	543	-	-
7810	Special Departmental Supplies	-	15,000	15,000	-	-
7901	Non-Capital Expenditures	4,751	-	-	-	-
	TOTAL SUPPLIES	13,795	30,700	37,252	20,109	21,000
	FIXED ASSETS					
8403	Street Construction	714,041	529,406	529,406	-	-
8405	Other Infrastucture	64,707	-	-	-	-
8801	Capital Lease	(2,376)	88,998	82,892	82,218	82,218
	TOTAL FIXED ASSETS	776,371	618,404	612,298	82,218	82,218
	DEBT SERVICE					
9002	Principal - Lease	81,181	-	-	-	-
9102	Interest - Lease	10,365	-	-	-	-
	TOTAL DEBT SERVICE	91,546	-	-	-	-
	DIVISION TOTAL	**1,945,560**	**2,009,219**	**2,125,168**	**1,204,407**	**1,247,049**

DEPARTMENT SUMMARY

FUND

GENERAL FUND

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
ENGINEERING	1,945,560	2,009,219	2,125,168	1,204,407	1,247,049
DEPARTMENT TOTAL	**1,945,560**	**2,009,219**	**2,125,168**	**1,204,407**	**1,247,049**

DEPARTMENT/DIVISION

ENGINEERING GRANTS

FUND

GRANTS

ORGKEY

200400

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6106	Other Professional Services		15,200	15,200	-	-
6912	Reimbursed Expenditures	(68,299)	(199,317)	(199,317)	-	-
	TOTAL SERVICES	(68,299)	(184,117)	(184,117)	-	-
	SUPPLIES					
7901	Non-Capital Expenditures	5,316	129,255	129,255	-	-
	TOTAL SUPPLIES	5,316	129,255	129,255	-	-
	FIXED ASSETS					
8301	Construction In Progress	23,429	-	-	-	-
8501	Other Betterments/Improv	570,399	2,070,097	2,070,097	-	-
	TOTAL FIXED ASSETS	593,828	2,070,097	2,070,097	-	-
	DIVISION TOTAL	**530,845**	**2,015,235**	**2,015,235**	**-**	**-**

DEPARTMENT SUMMARY

FUND
GRANTS

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
ENGINEERING GRANTS	530,845	2,015,235	2,015,235	-	-
DEPARTMENT TOTAL	**530,845**	**2,015,235**	**2,015,235**	**-**	**-**

DEPARTMENT/DIVISION

MEASURE I (2010)

FUND **ORGKEY**

MEASURE I 2010 210400

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6804	General Govt Service Charge	8,197	8,484	8,484	8,759	9,137
	TOTAL SERVICES	8,197	8,484	8,484	8,759	9,137
	DIVISION TOTAL	**8,197**	**8,484**	**8,484**	**8,759**	**9,137**

DEPARTMENT SUMMARY

FUND

MEASURE I 2010

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
MEASURE I (2010)	8,197	8,484	8,484	8,759	9,137
DEPARTMENT TOTAL	**8,197**	**8,484**	**8,484**	**8,759**	**9,137**

DEPARTMENT/DIVISION

PAVEMENT ACCELERATED REPAIR IMPLEMENTATION STRATEGY (PARIS)

FUND

PARIS

ORGKEY

211400

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	416,000	454,674	454,674	-	-
5002	Salaries: Part-Time	-	-	572	-	-
5101	Overtime Salaries	7,029	3,750	19,000	-	-
5201	Stand By	748	-	1,000	-	-
5202	Holiday Pay	5,723	-	2,536	-	-
5203	Bonus	262	249	300	-	-
5204	Accrual Payout	12,093	-	8,825	-	-
5301	Banked Leave Buy Back	4,856	12,006	12,006	-	-
5401	Pension Contributions	117,103	133,999	133,999	-	-
5501	Social Security/Medicare	33,163	34,589	34,589	-	-
5601	Deferred Compensation	11,800	10,148	12,048	-	-
5701	Health/Dental Insurance	60,592	72,739	72,739	-	-
5703	Disability Insurance	1,343	1,728	1,728	-	-
5704	Unemployment Insurance	307	1,779	1,865	-	-
5705	Life Insurance	253	258	258	-	-
5801	Vehicle Allowance	-	-	-	-	-
5802	Eyecare Reimbursement	-	1,230	1,230	-	-
5803	Clothing Allowance	233	525	855	-	-
5804	Uniform Rental	36	-	32	-	-
5903	Other Taxable Benefits	225	353	373	-	-
	TOTAL SALARIES AND BENEFITS	671,765	728,027	758,628	-	-
	SERVICES					
6106	Other Professional Services	-	100,000	95,593	400,000	-
6401	Meeting & Prof Development	-	-	28	-	-
6804	General Govt Service Charge	131,439	136,039	136,039	140,447	146,514
6901	Printing and Binding	410	1,590	1,590	2,000	2,000
	TOTAL SERVICES	131,849	237,629	233,250	542,447	148,514
	SUPPLIES					
7810	Special Departmental Supplies	8,043	15,411	15,411	3,900	3,900
7901	Non-Capital Expenditures	-	1,520	1,520	-	-
	TOTAL SUPPLIES	8,043	16,931	16,931	3,900	3,900
	DIVISION TOTAL	**811,656**	**982,587**	**1,008,809**	**546,347**	**152,414**

DEPARTMENT/DIVISION

PARIS PROJECTS/GRANTS

FUND | **ORGKEY**

PARIS | 211910

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6106	Other Professional Services	-	100,000	100,000	-	-
6710	Special Contractual Services	-	40,000	40,000	-	-
6901	Printing and Binding	-	2,000	2,000	-	-
6902	Advertising	-	-	-	-	-
	TOTAL SERVICES	-	142,000	142,000	-	-
	SUPPLIES					
7901	Non-Capital Expenditures	292,698	-	-	-	-
	TOTAL SUPPLIES	292,698	-	-	-	-
	FIXED ASSETS					
8403	Street Construction	3,629,787	5,564,574	5,564,574	3,000,000	3,500,000
8501	Other Betterments/Improv	1,105,431	500,000	500,000	500,000	500,000
	TOTAL FIXED ASSETS	4,735,218	6,064,574	6,064,574	3,500,000	4,000,000
	DIVISION TOTAL	**5,027,916**	**6,206,574**	**6,206,574**	**3,500,000**	**4,000,000**

DEPARTMENT SUMMARY

FUND

PARIS

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
PAVEMENT ACCELERATED REPAIR IMPLEMENTATION STRATEGY (PARIS)	811,656	982,587	1,008,809	546,347	152,414
PARIS PROJECTS/GRANTS	5,027,916	6,206,574	6,206,574	3,500,000	4,000,000
DEPARMENT TOTAL	**5,839,573**	**7,189,161**	**7,215,383**	**4,046,347**	**4,152,414**

DEPARTMENT/DIVISION

TRANSPORTATION DEVELOPMENT ACT

FUND

TRANSPORTATION DEVELOPMENT ACT

ORGKEY

241400

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6106	Other Professional Services		50,000	50,000	-	-
6912	Reimbursed Expenditures	(525)	(191,775)	(191,775)	-	-
	TOTAL SERVICES	(525)	(141,775)	(141,775)	-	-
	FIXED ASSETS					
8301	Construction In Progress	3,500	-	-	-	-
8405	Other Infrastucture	46,340	1,228,500	1,228,500	-	-
	TOTAL FIXED ASSETS	49,840	1,228,500	1,228,500	-	-
	DIVISION TOTAL	**49,315**	**1,086,725**	**1,086,725**	**-**	**-**

DEPARTMENT SUMMARY

FUND

TRANSPORTATION DEVELOPMENT ACT

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
TRANSPORTATION DEVELOPMENT ACT	49,315	1,086,725	1,086,725	-	-
DEPARTMENT TOTAL	**49,315**	**1,086,725**	**1,086,725**	**-**	**-**

DEPARTMENT/DIVISION

PARK & OPEN SPACE DEVELOPMENT

FUND

PARK & OPEN SPACE FACILITIES

ORGKEY

250400

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6004	Bank/Collection Agent Fees	3,263	3,500	3,500	3,500	3,500
6804	General Govt Service Charge	8,973	10,000	10,000	12,229	15,126
	TOTAL SERVICES	12,236	13,500	13,500	15,729	18,626
	FIXED ASSETS					
8501	Other Betterments/Improv	-	1,255,660	755,660	375,000	-
	TOTAL FIXED ASSETS	-	1,255,660	755,660	375,000	-
	DEBT SERVICE					
9001	Principal	68,988	71,162	71,162	73,403	75,715
9101	Interest	33,172	30,964	30,964	28,687	26,339
	TOTAL DEBT SERVICE	102,160	102,126	102,126	102,091	102,054
	DIVISION TOTAL	**114,396**	**1,371,286**	**871,286**	**492,820**	**120,680**

DEPARTMENT SUMMARY

FUND

PARK & OPEN SPACE FACILITIES

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
PARK & OPEN SPACE DEVELOPMENT	114,396	1,371,286	871,286	492,820	120,680
DEPARTMENT TOTAL	**114,396**	**1,371,286**	**871,286**	**492,820**	**120,680**

DEPARTMENT/DIVISION

PUBLIC FACILITY DEVELOPMENT

FUND

PUBLIC FACILITY DEVELOPMENT

ORGKEY

251400

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6804	General Govt Service Charge	12,574	7,200	7,200	38,766	46,246
	TOTAL SERVICES	12,574	7,200	7,200	38,766	46,246
	FIXED ASSETS					
8503	Building Const/Improv	-	-	-	600,000	-
	TOTAL FIXED ASSETS	-	-	-	600,000	-
	DIVISION TOTAL	**12,574**	**7,200**	**7,200**	**638,766**	**46,246**

DEPARTMENT SUMMARY

FUND

PUBLIC FACILITY DEVELOPMENT

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
PUBLIC FACILITY DEVELOPMENT	12,574	7,200	7,200	638,766	46,246
DEPARTMENT TOTAL	**12,574**	**7,200**	**7,200**	**638,766**	**46,246**

DEPARTMENT/DIVISION

ARTERIAL STREET CONSTRUCTION

FUND

ARTERIAL STREET CONSTRUCTION

ORGKEY

252400

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6106	Other Professional Services	905	15,298	15,298	-	-
6804	General Govt Service Charge	5,957	4,400	4,400	21,674	2,447
	TOTAL SERVICES	6,862	19,698	19,698	21,674	2,447
	FIXED ASSETS					
8301	Construction In Progress	71,666	-	-	-	-
8403	Street Construction	-	-	-	-	1,500,000
8501	Other Betterments/Improv	-	6,562,131	4,400,000	3,350,000	-
	TOTAL FIXED ASSETS	71,666	6,562,131	4,400,000	3,350,000	1,500,000
	DIVISION TOTAL	**78,528**	**6,581,829**	**4,419,698**	**3,371,674**	**1,502,447**

DEPARTMENT SUMMARY

FUND

ARTERIAL STREET CONSTRUCTION

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
ARTERIAL STREET CONSTRUCTION	78,528	6,581,829	4,419,698	3,371,674	1,502,447
DEPARTMENT TOTAL	**78,528**	**6,581,829**	**4,419,698**	**3,371,674**	**1,502,447**

DEPARTMENT/DIVISION

TRAFFIC SIGNALS

FUND **ORGKEY**

TRAFFIC SIGNALS 253400

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6804	General Govt Service Charge	363	260	260	1,324	1,493
6912	Reimbursed Expenditures	2,874	176,986	176,986	-	-
	TOTAL SERVICES	3,237	177,246	177,246	1,324	1,493
	FIXED ASSETS					
8501	Other Betterments/Improv	-	575,000	-	240,000	1,666,000
	TOTAL FIXED ASSETS	-	575,000	-	240,000	1,666,000
	DIVISION TOTAL	**3,237**	**752,246**	**177,246**	**241,324**	**1,667,493**

DEPARTMENT SUMMARY

FUND

TRAFFIC SIGNALS

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
TRAFFIC SIGNALS	3,237	752,246	177,246	241,324	1,667,493
DEPARTMENT TOTAL	**3,237**	**752,246**	**177,246**	**241,324**	**1,667,493**

DEPARTMENT/DIVISION

FREEWAY INTERCHANGES

FUND

FREEWAY INTERCHANGES

ORGKEY

254400

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6106	Other Professional Services	15,727	-	427	-	-
6804	General Govt Service Charge	3,512	2,200	2,200	12,770	14,402
	TOTAL SERVICES	19,238	2,200	2,627	12,770	14,402
	FIXED ASSETS					
8301	Construction In Progress	99,155	-	-	-	-
8403	Street Construction	-	-	23,708	-	-
	TOTAL FIXED ASSETS	99,155	-	23,708	-	-
	DIVISION TOTAL	**118,394**	**2,200**	**26,336**	**12,770**	**14,402**

DEPARTMENT SUMMARY

FUND

FREEWAY INTERCHANGES

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
FREEWAY INTERCHANGES	118,394	2,200	26,336	12,770	14,402
DEPARTMENT TOTAL	**118,394**	**2,200**	**26,336**	**12,770**	**14,402**

DEPARTMENT/DIVISION

STORM DRAIN CONSTRUCTION

FUND

STORM DRAIN CONSTRUCTION

ORGKEY

405400

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6708	Special Program Expenditures	-	2,400	2,400	2,400	2,400
6804	General Govt Service Charge	3,400	1,500	1,500	9,448	11,123
	TOTAL SERVICES	3,400	3,900	3,900	11,848	13,523
	FIXED ASSETS					
8404	Storm Drain Construction	-	83,094	83,094	500,000	-
	TOTAL FIXED ASSETS	-	83,094	83,094	500,000	-
	DIVISION TOTAL	**3,400**	**86,994**	**86,994**	**511,848**	**13,523**

DEPARTMENT SUMMARY

FUND

STORM DRAIN CONSTRUCTION

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
STORM DRAIN CONSTRUCTION	3,400	86,994	86,994	511,848	13,523
DEPARTMENT TOTAL	**3,400**	**86,994**	**86,994**	**511,848**	**13,523**

Municipal Utilities and Engineering Department
Water Utility Division

Potable Water Utility Program Description:

The water utility produces and distributes water through approximately 23,500 water service lines to approximately 77,800 customers within its service area. Generally, the service area includes the City of Redlands, a small portion of the City of Loma Linda, and unincorporated areas of the County (Mentone and Crafton areas), as well as the San Bernardino County Donut Hole area. The City's average daily water consumption is 20 million gallons per day (mgd), peaking at 35 mgd in the summer. The average consumption per capita is approximately 170 gallons per day. The water utility operates and maintains approximately 384 miles of potable pipelines, within seven pressure zones and two sub-zones, and provides a maximum storage capacity of 54.5 million gallons. Water division employees operate approximately 3,500 fire hydrants, eighteen (18) reservoirs, two surface water treatment plants, four engineered blending sites, twenty-two (22) active potable groundwater production wells, and fourteen (14) booster station facilities. The City also has two interconnections established with Loma Linda and Western Heights, which allow for supplemental water delivery when needed.

The water budget includes all expenses required to operate and maintain the entire system, including production, treatment, and distribution; laboratory operations; regulatory compliance; utility billing services; and water conservation.

Program Objectives:

- Provide a safe, reliable drinking water supply that meets or exceeds all water quality requirements.
- Deliver water in a fiscally responsible manner.
- Publish an annual Consumer Confidence Report to educate the public about drinking water quality and water sources.
- Promote water conservation awareness and practices.

Accomplishments in Fiscal Year 2025-26:

- Replaced approximately nine (9) miles of aging water distribution mainlines.
- Received the 2023 and 2024 Climate Impact Award and $104,756 of incentive rebates for participation in the energy demand response program.
- Rehabilitated five (5) potable wells & four (4) booster pumps.

DEPARTMENT/DIVISION

WATER-OPERATIONS

FUND

WATER

ORGKEY

501900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	4,561,218	6,037,939	6,037,939	6,704,990	7,230,429
5002	Salaries: Part-Time	3,189	2,891	8,780	3,597	3,597
5101	Overtime Salaries	230,424	235,000	240,300	245,000	255,000
5102	Reimbursable Overtime	17,444	-	19,479	-	-
5201	Stand By	124,207	120,000	120,000	120,000	120,000
5202	Holiday Pay	133,018	-	68,823	2,076	2,076
5203	Bonus	7,341	2,988	9,988	4,164	4,164
5204	Accrual Payout	106,955	-	82,502	39,689	39,689
5301	Banked Leave Buy Back	65,069	101,643	101,643	58,808	58,808
5401	Pension Contributions	1,327,291	1,427,480	1,427,480	1,676,164	1,711,906
5402	GASB68 Pension Expense	129,697	-	-	-	-
5501	Social Security/Medicare	389,032	371,978	371,978	456,708	465,770
5601	Deferred Compensation	51,855	28,982	54,981	56,516	56,677
5701	Health/Dental Insurance	957,650	1,037,406	1,037,406	1,201,315	1,203,787
5702	Workers' Comp Insurance	214,991	222,471	222,471	181,822	186,623
5703	Disability Insurance	41,305	44,999	44,999	59,192	60,560
5704	Unemployment Insurance	4,248	24,890	24,890	29,334	29,334
5705	Life Insurance	3,548	3,604	3,604	4,257	4,257
5801	Vehicle Allowance	1,680	-	840	5,460	5,460
5802	Eyecare Reimbursement	6,287	17,160	17,160	19,914	19,914
5803	Clothing Allowance	16,423	15,990	15,990	19,399	19,399
5804	Uniform Rental	5,547	-	3,095	-	-
5901	Compensated Absences Expense	61,548	-	-	-	-
5903	Other Taxable Benefits	3,999	2,003	3,121	13,728	13,728
5904	Tuition Reimbursement	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	8,463,967	9,697,424	9,917,468	10,902,134	11,491,178
	SERVICES					
6005	License & Permits	155,661	190,500	190,500	188,000	188,000
6006	Taxes	4,663	7,500	7,500	8,000	8,000
6007	Penalties and Interest	6,836	200	200	200	200
6008	State Mandated Fees	2,361	6,000	6,000	6,500	6,500
6102	Legal Services	238,428	-	30,000	-	-
6105	Medical/Physicals	2,560	2,500	2,630	2,500	2,500
6106	Other Professional Services	172,799	533,929	533,929	248,000	348,000
6301	Water Wastewater Refuse	17,045	21,842	21,842	15,000	15,000
6302	City Water	579,084	500,000	500,000	600,000	600,000
6304	Telephone	70,483	68,500	68,500	68,500	68,500
6306	Water Recharge	255,700	250,000	250,000	250,000	250,000
6307	Electricity & Gas	622,210	700,000	700,000	700,000	700,000
6308	Elec Service-Facility Ops	2,446,213	2,491,788	2,491,788	2,500,000	2,600,000
6310	Gas Service - Facility Ops	756	1,103	1,103	1,150	1,300
6313	Service for Facility Ops	3,165	85,220	85,220	85,220	85,220
6401	Meeting & Prof Development	17,895	5,500	7,000	5,500	5,500
6402	Travel Expense/Reimbursement	13,377	7,000	7,000	7,000	7,000
6403	Training	36,567	46,850	46,850	56,000	56,000
6505	Retiree Health Insurance	490,644	92,943	490,000	490,000	490,000

DEPARTMENT/DIVISION
WATER-OPERATIONS

FUND
WATER

ORGKEY
501900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6601	Postage	9,200	17,000	17,000	30,500	30,500
6703	Software Support/Development	67,575	209,000	209,000	245,000	330,000
6706	Energy for Treatment	72,873	77,175	77,175	77,175	77,175
6707	Stock Assessment	1,122,879	1,365,000	1,365,000	1,250,000	1,250,000
6708	Special Program Expenditures	23,376	28,520	28,520	26,900	26,900
6709	Conservation Rebate	57,815	80,000	80,000	80,000	80,000
6710	Special Contractual Services	1,152,069	2,097,842	2,137,842	1,855,000	1,760,000
6712	Landfill Tipping Charges	179	1,874	1,874	1,874	1,874
6801	City Attorney Legal Service	41,533	41,930	41,930	43,344	43,354
6802	Info Tech Service Charges	787,398	729,374	829,374	1,110,000	1,137,000
6803	City Garage Charges	1,410,916	1,469,864	1,447,241	1,036,708	939,820
6804	General Govt Service Charge	695,090	719,418	719,418	1,142,727	1,174,813
6805	Billing Services	650,000	650,000	825,000	1,000,000	1,085,000
6901	Printing and Binding	17,704	5,397	5,397	15,000	15,000
6902	Advertising	5,961	5,000	5,000	5,000	5,000
6903	Janitorial Services	15,962	70,868	70,868	60,000	60,000
6904	Land and Building Rent	3,267	5,513	5,513	5,500	5,500
6905	Clothing and Linen Rent	28,951	42,500	42,500	42,500	42,500
6906	Office Equip & Furn Rent	3,318	5,775	5,775	5,775	5,775
6908	Other Rentals	35,397	81,121	81,121	85,500	85,500
6909	Subscriptions & Memberships	13,694	14,325	14,325	14,500	14,500
6910	Labor	7,925	5,071	5,071	-	-
6911	Bad Debt Expense	15,643	-	-	-	-
6914	Depreciation Expense	4,620,140	-	-	-	-
6916	Lease Amortization	477,211	-	-	-	-
	TOTAL SERVICES	16,472,523	12,733,940	13,455,004	13,364,573	13,601,931
	SUPPLIES					
7001	Books & Supplies	-	1,500	1,500	1,500	1,500
7002	Office Supplies	9,373	25,500	25,500	12,750	12,750
7003	Awards/Recognition Prgm	214	10,000	10,000	10,000	10,000
7004	Uniform/Safety Clothing	19,527	35,000	35,000	29,000	29,000
7101	Office Equipment & Furniture	99,608	28,753	28,753	20,000	20,000
7102	Small Tools & Equipment	37,807	58,000	58,000	42,500	40,500
7204	Building/Grounds Maintenance	76,953	117,500	150,000	168,000	127,000
7205	Machinery & Equip. Maint.	57,147	114,045	114,045	158,250	158,250
7206	Vehicle Maintenance	12,950	-	15,000	25,000	25,000
7207	Street Repairs	345,818	540,473	540,473	300,000	300,000
7208	Repair/Maintenance Supplies	1,187,389	2,213,569	2,213,569	2,374,000	2,457,700
7209	Janitorial Supplies	3,810	6,500	6,500	6,500	6,500
7211	Computer Components	6,409	20,000	20,000	15,000	15,000
7213	Motor Vehicle Supplies	13,205	105,000	105,000	25,000	25,000
7802	Purchased Water	145,554	294,770	333,183	245,000	245,000
7803	Chemical & Lab Supplies	604,484	651,500	651,500	708,500	742,000
7807	Food	4,965	4,000	4,000	4,000	4,000
7808	Water Meters & Fittings	375,076	500,000	500,000	500,000	500,000
7810	Special Departmental Supplies	46,461	65,911	50,000	51,000	40,000
7901	Non-Capital Expenditures	3,785	-	-	-	-
	TOTAL SUPPLIES	3,050,535	4,792,020	4,862,022	4,696,000	4,759,200

DEPARTMENT/DIVISION

WATER-OPERATIONS

FUND	**ORGKEY**
WATER	501900

OBJECT		**FY 2025 ACTUAL (AUDITED)**	**FY 2026 ADJUSTED BUDGET**	**FY 2026 12 MONTH ESTIMATED**	**FY 2027 CITY MANAGER RECOMMENDED**	**FY 2028 CITY MANAGER RECOMMENDED**
	FIXED ASSETS					
8501	Other Betterments/Improv	-	500,000	500,000	-	-
8503	Building Const/Improv	12,985	-	-	-	-
8704	Motor Vehicles	285,865	388,500	388,500	370,000	388,500
8705	Laboratory Equipment	42,112	65,000	65,000	-	-
8706	All Other Equipment	413,891	-	-	-	-
8801	Capital Lease	12,012	217,651	423,568	582,752	601,676
8999	Capital Expenditure Offset	(736,139)	-	-	-	-
	TOTAL FIXED ASSETS	30,725	1,171,151	1,377,068	952,752	990,176
	DEBT SERVICE					
9102	Interest - Lease	40,984	-	-	-	-
	TOTAL DEBT SERVICE	40,984	-	-	-	-
	DIVISION TOTAL	**28,058,735**	**28,394,535**	**29,611,562**	**29,915,459**	**30,842,485**

DEPARTMENT/DIVISION

WATER-PROJECTS AND GRANTS

FUND	**ORGKEY**
WATER	501910

OBJECT		**FY 2025 ACTUAL (AUDITED)**	**FY 2026 ADJUSTED BUDGET**	**FY 2026 12 MONTH ESTIMATED**	**FY 2027 CITY MANAGER RECOMMENDED**	**FY 2028 CITY MANAGER RECOMMENDED**
	SERVICES					
6005	License & Permits	2,966	-	-	-	-
6106	Other Professional Services	536,690	714,268	781,093	425,000	1,200,000
	TOTAL SERVICES	539,656	714,268	781,093	425,000	1,200,000
	SUPPLIES					
7808	Water Meters & Fittings	4,219,697	-	-	-	-
7901	Non-Capital Expenditures	219,235	-	-	-	-
	TOTAL SUPPLIES	4,438,932	-	-	-	-
	FIXED ASSETS					
8301	Construction In Progress	8,291,095	-	-	-	-
8402	Water Infrastructure	238,951	12,328,875	12,328,875	5,500,000	9,000,000
8501	Other Betterments/Improv	-	12,628,730	8,903,730	6,065,000	1,500,000
8503	Building Const/Improv	-	-	10,885	-	-
8706	All Other Equipment	-	4,212,753	3,408,328	-	-
8999	Capital Expenditure Offset	(8,526,734)	-	-	-	-
	TOTAL FIXED ASSETS	3,312	29,170,358	24,651,818	11,565,000	10,500,000
	DIVISION TOTAL	**4,981,900**	**29,884,626**	**25,432,911**	**11,990,000**	**11,700,000**

DEPARTMENT/DIVISION

WATER DEBT SERVICE

FUND	**ORGKEY**
WATER	501930

OBJECT		**FY 2025 ACTUAL (AUDITED)**	**FY 2026 ADJUSTED BUDGET**	**FY 2026 12 MONTH ESTIMATED**	**FY 2027 CITY MANAGER RECOMMENDED**	**FY 2028 CITY MANAGER RECOMMENDED**
	SERVICES					
6001	Fiscal Agent Fees	135	90	90	90	90
	TOTAL SERVICES	135	90	90	90	90
	DEBT SERVICE					
9001	Principal	-	898,165	898,165	728,306	552,226
9101	Interest	160,143	138,669	138,669	116,669	100,890
	TOTAL DEBT SERVICE	160,143	1,036,835	1,036,835	844,976	653,116
	DIVISION TOTAL	**160,278**	**1,036,925**	**1,036,925**	**845,066**	**653,206**

DEPARTMENT SUMMARY

FUND

WATER

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
WATER-OPERATIONS	28,058,735	28,394,535	29,611,562	29,915,459	30,842,485
WATER-PROJECTS AND GRANTS	4,981,900	29,884,626	25,432,911	11,990,000	11,700,000
WATER DEBT SERVICE	160,278	1,036,925	1,036,925	845,066	653,206
DEPARTMENT TOTAL	**33,200,912**	**59,316,085**	**56,081,398**	**42,750,525**	**43,195,691**

DEPARTMENT/DIVISION

SOURCE ACQUISITION

FUND **ORGKEY**

SOURCE ACQUISITION 508900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6804	General Govt Service Charge	-	1,600	-	-	-
	TOTAL SERVICES	-	1,600	-	-	-
	DIVISION TOTAL	**-**	**1,600**	**-**	**-**	**-**

DEPARTMENT SUMMARY

FUND

SOURCE ACQUISITION

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
SOURCE ACQUISITION	-	1,600	-	-	-
DEPARTMENT TOTAL	**-**	**1,600**	**-**	**-**	**-**

DEPARTMENT/DIVISION

WATER CAPITAL IMPROVEMENT

FUND

WATER CAPITAL IMPROVEMENT

ORGKEY

509920

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6804	General Govt Service Charge	-	13,000	-	-	-
	TOTAL SERVICES	-	13,000	-	-	-
	DIVISION TOTAL	**-**	**13,000**	**-**	**-**	**-**

DEPARTMENT SUMMARY

FUND

WATER CAPITAL IMPROVEMENT

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
WATER CAPITAL IMPROVEMENT	-	13,000	-	-	-
DEPARTMENT TOTAL	**-**	**13,000**	**-**	**-**	**-**

Municipal Utilities and Engineering Department
Wastewater Division

Program Description:

The wastewater utility collects municipal wastewater from approximately 18,000 customers within the service area. Generally, the service area includes the City of Redlands, unincorporated areas of the county (Mentone and Crafton areas), and the San Bernardino County Donut Hole area. The wastewater utility includes the operation and maintenance of approximately 250 miles of sewer mainline, one sewer lift station, and a wastewater treatment plant capable of treating approximately 9.5 million gallons per day (mgd) of influent raw water. The wastewater treatment plant, originally constructed in 1962, includes a water quality laboratory where routine regulatory compliance tests are performed. In 2004, the plant became the largest membrane bioreactor facility in the West Coast of the United States, producing an average of 4.0 million gallons per day (mgd) of high-quality tertiary effluent (reclaimed water). Today, the plant continues to process secondary wastewater, directing it to percolation ponds to recharge Bunker Hill Basin B, and treats tertiary wastewater for recycling purposes, particularly for irrigation and cooling tower water for a local generation plant.

The wastewater budget includes all expenses required to operate and maintain the entire system, including system maintenance, wastewater treatment and disposal, recycled water system operation and maintenance, laboratory operations, and wastewater regulatory compliance.

Program Objectives:

- Provide reliable wastewater collection and treatment services in a fiscally responsible manner.
- Proactively inspect collection system facilities to identify and plan wastewater system rehabilitation and replacement capital projects.
- Clean and maintain the entire wastewater collection system mainlines every three (3) years.
- Maintain a 24/7 Emergency Response Team to reduce the potential for Sanitary Sewer System Overflows.
- Educate residents and businesses about problems associated with fats, oils, and grease (FOG) discharges into the wastewater collection and treatment system and implement a FOG reduction program.
- Establish a regulatory compliance program and pretreatment program for significant industrial dischargers.
- Meet or exceed wastewater treatment and discharge requirements, and recycled water service regulatory requirements.

Municipal Utilities and Engineering Department

Accomplishments in Fiscal Year 2025-26

Wastewater Treatment Plant:

- Replaced eight (8) variable frequency drives (VFD) throughout WWTP.
- Completed the WWTP Enhancement Project including:
  - Refurbishment of the four (4) Primary clarifiers
  - Refurbishment Secondary clarifier #2
  - Replacement of the biological HACH Real Time Control System (RTC)
  - SCADA System Upgrade
  - Degas pond cleanup
- LF/WWTP shared waste gas flare improvement project

Wastewater Collections:

- Root Control Program – 5.00 miles of sewer pipe were treated for root prevention.
- Roach Control Program - 2,434 sewer manholes were treated with Latex-Insecticidal Coating.
- Fifty-five (55) sewer main spot repairs were made to the Collection System because of sewer inspections.
- Adjusted sixty-five (65) sewer manhole frames and covers.
- Addition of one (1) Wastewater Collection System Worker.
- Cleaned over 184.5 miles of sewer pipe.
- Inspected over sixty (58) miles of sewer pipe.

Joint Utilities Laboratory

- Completed amendment to the laboratory's accreditation in accordance with the Method Update Rules 2021.
- Successfully passed all annual proficiency testing for water pollutants and water quality (Wastewater and Drinking Water).
- Successfully completed the transition into TNI (The NELAC Institute) standards implementation mandated by the state.
- Acquired additional laboratory equipment to add additional analytes to the laboratory's accreditation, reducing dependency on third-party laboratories.
- Successfully completed the preliminary design for the Laboratory Expansion Project.
- Successfully initiated construction of Phase 1 of the Laboratory Expansion Project.
- Updated and finalized the Lab Quality Manual.
- Met and successfully completed all external audit requirements for 2024.

DEPARTMENT/DIVISION

WASTEWATER SERVICE

FUND

WASTEWATER SERVICE

ORGKEY

521900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	2,679,472	3,244,989	3,244,989	3,453,528	3,744,542
5002	Salaries: Part-Time	3,189	2,891	3,863	3,597	3,597
5101	Overtime Salaries	158,474	157,500	200,000	160,000	168,000
5102	Reimbursable Overtime	17,444	-	19,479	20,000	22,000
5201	Stand By	103,604	105,000	105,000	110,250	115,763
5202	Holiday Pay	102,858	-	55,733	2,076	2,076
5203	Bonus	1,390	996	1,496	1,389	1,389
5204	Accrual Payout	79,836	-	103,326	16,128	16,128
5301	Banked Leave Buy Back	47,698	47,101	57,101	34,389	34,389
5401	Pension Contributions	796,650	790,576	790,576	901,813	917,350
5402	GASB68 Pension Expense	(479,928)	-	-	-	-
5501	Social Security/Medicare	237,801	206,319	206,319	246,378	250,191
5601	Deferred Compensation	19,530	12,554	14,682	24,780	24,828
5701	Health/Dental Insurance	538,273	515,077	515,077	592,590	594,132
5702	Workers' Comp Insurance	99,460	102,920	102,920	87,032	89,330
5703	Disability Insurance	26,730	24,729	24,729	32,163	32,775
5704	Unemployment Insurance	2,390	13,172	13,172	15,307	15,307
5705	Life Insurance	2,066	1,903	1,903	2,217	2,217
5801	Vehicle Allowance	480	-	240	1,800	1,800
5802	Eyecare Reimbursement	4,713	9,060	9,060	10,401	10,401
5803	Clothing Allowance	9,918	8,265	10,264	9,652	9,652
5804	Uniform Rental	3,224	-	1,697	-	-
5901	Compensated Absences Expense	36,758	-	-	-	-
5903	Other Taxable Benefits	4,972	2,873	2,873	9,360	9,360
5904	Tuition Reimbursement	-	-	-	-	-
	TOTAL SALARIES AND BENEFITS	4,497,000	5,245,925	5,484,498	5,734,851	6,065,226
	SERVICES					
6005	License & Permits	107,125	180,500	180,500	178,000	186,900
6007	Penalties and Interest	-	-	2,032	-	-
6105	Medical/Physicals	1,620	1,650	1,650	1,800	1,890
6106	Other Professional Services	192,873	399,656	450,000	260,000	273,000
6301	Water Wastewater Refuse	49,304	30,000	50,000	30,000	31,500
6304	Telephone	20,909	18,000	18,000	18,000	18,900
6308	Elec Service-Facility Ops	1,248,617	1,250,000	1,250,000	1,250,000	1,312,500
6401	Meeting & Prof Development	9,866	9,000	9,000	9,000	9,450
6402	Travel Expense/Reimbursement	9,156	8,100	8,100	8,100	8,505
6403	Training	33,796	40,000	40,000	49,000	51,450
6505	Retiree Health Insurance	197,719	441,000	113,956	117,375	120,896
6601	Postage	33	500	500	500	525
6703	Software Support/Development	28,830	100,000	100,000	263,000	128,000
6708	Special Program Expenditures	4,457	5,500	5,500	9,000	9,450
6710	Special Contractual Services	1,538,806	2,486,047	2,526,047	2,550,500	2,583,000
6801	City Attorney Legal Service	12,460	12,579	12,579	13,003	13,009
6802	Info Tech Service Charges	167,543	147,597	197,597	359,400	371,380
6803	City Garage Charges	494,118	514,762	450,454	364,348	330,297
6804	General Govt Service Charge	666,786	690,124	690,124	1,112,484	1,143,263

DEPARTMENT/DIVISION

WASTEWATER SERVICE

FUND | **ORGKEY**

WASTEWATER SERVICE | 521900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6805	Billing Services	250,000	250,000	350,000	375,000	440,000
6901	Printing and Binding	978	3,897	3,897	3,500	3,675
6902	Advertising	2,601	2,000	2,500	2,000	2,100
6903	Janitorial Services	26,813	75,182	75,182	53,700	56,385
6905	Clothing and Linen Rent	32,678	38,000	38,000	39,000	40,950
6906	Office Equip & Furn Rent	1,659	3,300	3,300	5,500	5,775
6908	Other Rentals	32,771	62,121	62,121	80,000	84,000
6909	Subscriptions & Memberships	11,778	19,000	19,000	19,000	19,950
6911	Bad Debt Expense	5,510	-	-	-	-
6914	Depreciation Expense	2,749,468	-	-	-	-
6916	Lease Amortization	141,272	-	-	5,000	5,000
	TOTAL SERVICES	8,039,546	6,788,515	6,660,039	7,176,210	7,251,750
	SUPPLIES					
7001	Books & Supplies	-	1,500	1,500	1,000	1,050
7002	Office Supplies	9,915	35,000	35,000	17,500	18,375
7003	Awards/Recognition Prgm	214	6,000	6,000	7,000	7,350
7004	Uniform/Safety Clothing	16,964	30,000	30,000	30,000	31,500
7101	Office Equipment & Furniture	284	4,000	4,000	5,000	5,250
7102	Small Tools & Equipment	29,065	41,500	41,500	46,000	58,800
7204	Building/Grounds Maintenance	68,866	106,000	106,000	91,000	121,800
7205	Machinery & Equip. Maint.	342,732	378,454	618,454	536,000	562,800
7206	Vehicle Maintenance	4,609	9,000	9,000	9,000	9,000
7208	Repair/Maintenance Supplies	634,047	983,261	983,261	1,218,500	1,340,350
7209	Janitorial Supplies	1,342	7,000	7,000	7,000	7,000
7211	Computer Components	3,489	14,000	14,000	12,250	12,862
7213	Motor Vehicle Supplies	-	10,000	10,000	-	-
7803	Chemical & Lab Supplies	910,484	1,252,500	1,252,500	1,252,000	1,524,599
7804	Medical Supplies	-	500	500	500	500
7807	Food	2,508	4,500	5,500	4,500	4,500
7810	Special Departmental Supplies	36,968	94,411	94,411	83,800	83,800
7901	Non-Capital Expenditures	3,785	-	-	-	-
	TOTAL SUPPLIES	2,065,269	2,977,626	3,218,626	3,321,050	3,789,536
	FIXED ASSETS					
8501	Other Betterments/Improv	29,361	125,000	125,000	-	-
8704	Motor Vehicles	303,469	-	-	-	-
8705	Laboratory Equipment	91,974	65,000	65,000	-	-
8706	All Other Equipment	10,695	240,000	-	-	-
8801	Capital Lease	56,098	227,776	186,683	187,248	187,248
8999	Capital Expenditure Offset	(333,895)	-	-	-	-
	TOTAL FIXED ASSETS	157,703	657,776	376,683	187,248	187,248
	DEBT SERVICE					
9102	Interest - Lease	9,944	-	-	-	-
	TOTAL DEBT SERVICE	9,944	-	-	-	-
	DIVISION TOTAL	**14,769,462**	**15,669,842**	**15,739,846**	**16,419,358**	**17,293,759**

DEPARTMENT/DIVISION

WASTEWATER-PROJECTS AND GRANTS

FUND

WASTEWATER SERVICE

ORGKEY

521910

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6106	Other Professional Services	207,717	207,965	288,071	200,000	200,000
	TOTAL SERVICES	207,717	207,965	288,071	200,000	200,000
	SUPPLIES					
7901	Non-Capital Expenditures	242,737	-	-	-	-
	TOTAL SUPPLIES	242,737	-	-	-	-
	FIXED ASSETS					
8301	Construction In Progress	394,510	-	-	-	-
8401	Wastewater Infrastructure	4,210,417	1,813,744	1,653,667	1,650,000	2,050,000
8403	Street Construction	95,400	-	-	-	-
8501	Other Betterments/Improv	59,500	47,956,625	2,277,043	47,144,582	1,700,000
8503	Building Const/Improv	-	-	-	-	150,000
8602	Other Land Improvements	10,100	-	-	-	-
8706	All Other Equipment	263,398	33,171	33,171	-	-
8999	Capital Expenditure Offset	(5,033,324)	-	-	-	-
	TOTAL FIXED ASSETS	-	49,803,540	3,963,881	48,794,582	3,900,000
	DIVISION TOTAL	**450,454**	**50,011,505**	**4,251,952**	**48,994,582**	**4,100,000**

DEPARTMENT/DIVISION

WASTEWATER DEBT SERVICE

FUND

WASTEWATER SERVICE

ORGKEY

521930

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6004	Bank/Collection Agent Fees	8,903	-	-	-	-
	TOTAL SERVICES	8,903	-	-	-	-
	DEBT SERVICE					
9001	Principal	-	-	-	-	-
	TOTAL DEBT SERVICE	-	-	-	-	-
	DIVISION TOTAL	**8,904**	**-**	**-**	**-**	**-**

DEPARTMENT SUMMARY

FUND

WASTEWATER SERVICE

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
WASTEWATER SERVICE	14,769,462	15,669,842	15,739,846	16,419,358	17,293,759
WASTEWATER-PROJECTS AND GRANTS	450,454	50,011,505	4,251,952	48,994,582	4,100,000
WASTEWATER DEBT SERVICE	8,904	-	-	-	-
DEPARTMENT TOTAL	**15,228,819**	**65,681,347**	**19,991,798**	**65,413,940**	**21,393,759**

DEPARTMENT/DIVISION

WASTEWATER CAPITAL IMPROVEMENT

FUND

WASTEWATER CAPITAL IMPROVE

ORGKEY

529920

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6804	General Govt Service Charge	-	16,000	-	-	-
	TOTAL SERVICES	-	16,000	-	-	-
	DIVISION TOTAL	**-**	**16,000**	**-**	**-**	**-**

DEPARTMENT SUMMARY

FUND

WASTEWATER CAPITAL IMPROVE

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
WASTEWATER CAPITAL IMPROVEMENT	-	16,000	-	-	-
DEPARTMENT TOTAL	**-**	**16,000**	**-**	**-**	**-**

Municipal Utilities and Engineering Department
Non-Potable Water Division

Program Description:

The non-potable water utility produces and distributes water to an increasing number of customers to preserve precious water resources. The City encourages the use of non-potable (including recycled) water and requires that new developments install non-potable (including recycled) water facilities where non-potable water is or will become available. The City operates six non-potable water systems, one of which is supplemented with a blend of recycled water and includes twelve (12) non-potable groundwater production wells. MUED currently serves approximately 130 non-potable customers and operates and maintains fifteen (15) non-potable fire hydrants and approximately 38 miles of non-potable pipelines.

Program Objectives:

- Provide non-potable and recycled water that meets or exceeds customer needs and all water quality requirements.
- Deliver non-potable and recycled water in a fiscally responsible manner.
- Expand non-potable system infrastructure as necessary to meet increasing demands.
- Increase public water conservation awareness.

Accomplishments in Fiscal Year 2025-26:

- Rehabilitated four (4) Non-Potable Groundwater wells and one (1) booster pump station

DEPARTMENT/DIVISION

NONPOTABLE WATER

FUND

NON-POTABLE WATER

ORGKEY

531900

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SALARIES AND BENEFITS					
5001	Salaries: Full-Time	51,753	61,590	61,590	57,694	62,125
5002	Salaries: Part-Time	-	-	572	-	-
5101	Overtime Salaries	1,272	4,961	4,961	5,000	5,000
5201	Stand By	740	1,103	1,103	1,000	1,000
5202	Holiday Pay	575	-	243	-	-
5203	Bonus	262	249	300	249	249
5204	Accrual Payout	1,789	-	5,115	1,990	1,990
5301	Banked Leave Buy Back	838	2,898	2,898	649	649
5401	Pension Contributions	12,265	16,729	16,729	15,571	15,757
5402	GASB68 Pension Expense	(11,968)	-	-	-	-
5501	Social Security/Medicare	4,026	4,161	4,161	4,139	4,185
5601	Deferred Compensation	1,870	1,511	2,009	1,635	1,635
5701	Health/Dental Insurance	8,140	9,439	9,439	7,654	7,677
5703	Disability Insurance	197	247	247	227	231
5704	Unemployment Insurance	25	174	174	165	165
5705	Life Insurance	25	25	25	24	24
5801	Vehicle Allowance	-	-	-	300	300
5802	Eyecare Reimbursement	-	120	120	99	99
5803	Clothing Allowance	281	75	102	48	48
5804	Uniform Rental	32	-	17	-	-
5901	Compensated Absences Expense	625	-	-	-	-
5903	Other Taxable Benefits	24	30	33	57	57
	TOTAL SALARIES AND BENEFITS	72,770	103,312	109,838	96,500	101,191
	SERVICES					
6308	Elec Service-Facility Ops	17,166	22,271	22,271	22,271	22,271
6401	Meeting & Prof Development	47	-	27	-	-
6402	Travel Expense/Reimbursement	12	-	16	-	-
6710	Special Contractual Services	64,264	250,736	250,736	250,000	250,000
6803	City Garage Charges	4,961	5,168	4,523	3,658	3,316
6804	General Govt Service Charge	8,962	9,276	9,276	9,577	9,990
6914	Depreciation Expense	5,979	-	-	-	-
	TOTAL SERVICES	101,390	287,451	286,849	285,505	285,577
	SUPPLIES					
7208	Repair/Maintenance Supplies	-	50,000	50,000	50,000	50,000
	TOTAL SUPPLIES	-	50,000	50,000	50,000	50,000
	DIVISION TOTAL	**174,160**	**440,762**	**446,686**	**432,005**	**436,768**

DEPARTMENT/DIVISION

NONPOTABLE WATER-PROJECTS AND GRANTS

FUND

NON-POTABLE WATER

ORGKEY

531910

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SUPPLIES					
7901	Non-Capital Expenditures	-	125,270	-	-	-
	TOTAL SUPPLIES	-	125,270	-	-	-
	FIXED ASSETS					
8301	Construction In Progress	57,573	-	-	-	-
8405	Other Infrastucture		29,927	29,927	-	-
8999	Capital Expenditure Offset	(57,573)	-	-	-	-
	TOTAL FIXED ASSETS	-	29,927	29,927	-	-
	DIVISION TOTAL	**-**	**155,197**	**29,927**	**-**	**-**

DEPARTMENT SUMMARY

FUND

NON-POTABLE WATER

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
NONPOTABLE WATER	174,160	440,762	446,686	432,005	436,768
NONPOTABLE WATER-PROJECTS AND GRANTS	-	155,197	29,927	-	-
DEPARTMENT TOTAL	**174,160**	**595,959**	**476,613**	**432,005**	**436,768**

DEPARTMENT/DIVISION

NONPOTABLE CAPITAL IMPROVEMENT

FUND

NON-POTABLE CAPITAL IMPROV

ORGKEY

532920

OBJECT		FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
	SERVICES					
6106	Other Professional Services	54,053	133,867	133,867	-	-
6804	General Govt Service Charge	-	2,500	-	-	-
	TOTAL SERVICES	54,053	136,367	133,867	-	-
	FIXED ASSETS					
8402	Water Infrastructure	-	144,580	144,580	-	-
	TOTAL FIXED ASSETS	-	144,580	144,580	-	-
	DIVISION TOTAL	**54,053**	**280,947**	**278,447**	**-**	**-**

DEPARTMENT SUMMARY

FUND

NON-POTABLE CAPITAL IMPROV

	FY 2025 ACTUAL (AUDITED)	FY 2026 ADJUSTED BUDGET	FY 2026 12 MONTH ESTIMATED	FY 2027 CITY MANAGER RECOMMENDED	FY 2028 CITY MANAGER RECOMMENDED
NONPOTABLE CAPITAL IMPROVEMENT	54,053	280,947	278,447	-	-
DEPARTMENT TOTAL	**54,053**	**280,947**	**278,447**	**-**	**-**

Schedule of Proposed Reserves
FY 2027

Governmental Funds	Reserve	Estimated Balance 6/30/2026	Net Proposed Increase (Decrease) 2026-27	Estimated Total Reserve 6/30/2027
General Fund (101)	Contingency	11,069,310	-	11,069,310
	Set-asides:			
	Public Benefit - Parks & Rec.	67,780	-	67,780
	Public Benefit - Trails Develpmt.	766	-	766
	Public Benefit - Open Space	-	-	-
	Public Benefit - Other Impv.	36,930	-	36,930
	Reserve for Parking Imprv.	345,453	-	345,453
	Maint: Park Facilities	100,000	-	100,000
	Maint: Buildings & Imprvs.	1,003,968	(100,000)	903,968
	Unfunded Mandates	328,462	-	328,462
	Capital: HVAC, IT Equip.	200,000	-	200,000
	Capital: over $50,000	93,064	-	93,064
	General Fund Vehicles	62,506	-	62,506
	Fire Equipment	79,369	(50,000)	29,369
	Sidewalk Imprv.	121,056	-	121,056
	Future Facilites	10,529,059	4,100,000	14,629,059
	Public Safety / Homelessness	700,000	-	700,000
	Total	$ 24,737,724	$ 3,950,000	$ 28,687,724
Parks and Open Space (250)	Capital	$ -	$ 1,846,461	$ 1,846,461
Enterprise Funds				
Water (501)	Operating	$ 2,936,131	$ -	$ 2,936,131
	Maintenance	2,612,655	(2,612,655)	-
	Rate Stabilization	200,000	-	200,000
	Capital	3,442,600	(3,442,600)	-
	Treatment Plant Capital	5,000,000	(5,000,000)	-
	Total	$ 14,191,386	$ (11,055,255)	$ 3,136,131
Solid Waste (511)	Operating	$ 171,601	$ -	$ 171,601
	Landfill Expansion	1,200,000	$ -	1,200,000
	Total	$ 1,371,601	$ -	$ 1,371,601
Wastewater (521)	Capital Contingency	201,585	(201,585)	-
Non-Potable (531)	Capital Contingency	$ 29,441	$ -	$ 29,441
Internal Service Funds				
Liability Insurance (602)	Self-Insured Retention	$ 500,000	$ -	$ 500,000
Workers Comp (606)	Self-Insured Retention	$ 1,000,000	$ -	$ 1,000,000

Schedule of Proposed Reserves
FY 2028

Governmental Funds	Reserve	Estimated Balance 6/30/2027	Net Proposed Increase (Decrease) 2027-28	Estimated Total Reserve 6/30/2028
General Fund (101)	Contingency	11,069,310	-	11,069,310
	Set-asides:			
	Public Benefit - Parks & Rec.	67,780	-	67,780
	Public Benefit - Trails Develpmt.	766	-	766
	Public Benefit - Open Space	-	-	-
	Public Benefit - Other Impv.	36,930	-	36,930
	Reserve for Parking Imprv.	345,453	-	345,453
	Maint: Park Facilities	100,000	-	100,000
	Maint: Buildings & Imprvs.	903,968	-	903,968
	Unfunded Mandates	328,462	-	328,462
	Capital: HVAC, IT Equip.	200,000	-	200,000
	Capital: over $50,000	93,064	-	93,064
	General Fund Vehicles	62,506	-	62,506
	Fire Equipment	29,369	-	29,369
	Sidewalk Imprv.	121,056	-	121,056
	Future Facilites	14,629,059	5,000,000	19,629,059
	Public Safety / Homelessness	700,000	-	700,000
	Total	$ 28,687,724	$ 5,000,000	$ 33,687,724
Parks and Open Space (250)	Capital	$ 1,846,461	$ 504,219	$ 2,350,680
Enterprise Funds				
Water (501)	Operating	$ 2,936,131	$ -	$ 2,936,131
	Rate Stabilization	200,000	-	200,000
	Total	$ 3,136,131	$ -	$ 3,136,131
Solid Waste (511)	Operating	$ 171,601	$ -	$ 171,601
	Capital	1,200,000	$ -	1,200,000
	Total	$ 1,371,601	$ -	$ 1,371,601
Non-Potable (531)	Capital Contingency	$ 29,441	$ -	$ 29,441
Internal Service Funds				
Liability Insurance (602)	Self-Insured Retention	$ 500,000	$ -	$ 500,000
Workers Comp (606)	Self-Insured Retention	$ 1,000,000	$ -	$ 1,000,000

Loans Outstanding
Fiscal Year 2027

	Unaudited Balance 6/30/2026	Estimated New Loans 2026-27	Estimated Repayments 2026-27	Estimated Balance 6/30/2027
Water (501) Loan Outstanding to:				
Cemetery (562)	$ 210,077	-	150,000	$ 60,077
Solid Waste (511) Loan Outstanding to:				
Aviation (564)	$ 620,157	-	60,000	$ 560,157

ATTACHMENT D
LOANS OUTSTANDING
FY 2027 AND 2028 PROPOSED BUDGET

Loans Outstanding
Fiscal Year 2028

	Unaudited Balance 6/30/2027	Estimated New Loans 2027-28	Estimated Repayments 2027-28	Estimated Balance 6/30/2028
Water (501) Loan Outstanding to:				
Cemetery (562)	$ 60,077	-	60,077	$ -
Solid Waste (511) Loan Outstanding to:				
Aviation (564)	$ 560,157	-	60,000	$ 500,157

Attachment E

City of Redlands
Proposed Budget Summary
Summary of 2027 Financial Sources and Requirements

		SOURCES					REQUIREMENTS				
		Beginning Fund Balance/ Cash Balance	Revenues	Inter-Fund Transfers From	Other*	TOTAL	Appropriations	Inter-Fund Transfers To	Other*	TOTAL	Ending Fund Balance/ Cash Balance
101	General Fund	$ 43,660,145	125,551,079	$ 2,647,868	$ 1,275,000	$ 173,134,093	$ 118,267,980	$ 11,933,149	5,000,000	$ 135,201,130	$ 37,932,963
200	General Govt. Grants	430,974	-	-	-	430,974	-	-	-	-	430,974
205	Emergency Services	-	1,105,000	5,453,381	-	6,558,381	6,558,381	-	-	6,558,381	-
206	Household Haz. Waste	326,505	140,000	-	-	466,505	164,494	-	-	164,494	302,010
207	Gas Tax	525,843	4,206,653	-	-	4,732,496	-	4,206,653	-	4,206,653	525,843
209	Local Transportation	229,986	5,000	-	-	234,986	-	-	-	-	234,986
210	Measure I 2010	-	1,953,719	-	-	1,953,719	8,759	1,944,960	-	1,953,719	-
211	PARIS	394,131	39,040	4,006,925	-	4,440,096	4,046,347	-	-	4,046,347	393,749
221	Air Quality Improv.	472,663	106,000	-	-	578,663	985	-	-	985	577,678
223	Traffic Safety	-	127,000	-	-	127,000	-	127,000	-	127,000	-
227	Open Space	2,964,594	203,815	-	-	3,168,409	4,076	-	-	4,076	3,164,333
236	Downtown Business Area	-	11,810	63,649	-	75,459	75,458	-	-	75,458	-
237	Parking Authority	-	4,000	20,443	-	24,443	24,443	-	-	24,443	-
238	Public Art Fund	10,523	188	-	-	10,710	-	-	-	-	10,710
241	Trans. Dev. Act Grant	92	-	-	-	92	-	-	-	-	92
246	Asset Forfeiture	1,926,563	248,630	-	-	2,175,193	457,903	-	-	457,903	1,717,290
249	Supp. Law Enforcement	174,833	328,030	-	-	502,863	502,753	-	-	502,753	110
250	Park & Open Space Dvlp.	1,796,430	667,851	-	-	2,464,280	492,820	-	1,846,461	2,339,281	125,000
251	Public Facilities Develop.	3,470,517	1,938,280	-	-	5,408,797	638,766	-	-	638,766	4,770,031
252	Arterial Street Construction	2,022,725	3,943,315	-	-	5,966,039	3,371,674	-	-	3,371,674	2,594,365
253	Traffic Signals	720,923	272,582	-	-	993,505	241,324	-	-	241,324	752,181
254	Freeway Interchanges	3,047,019	715,726	-	-	3,762,744	12,770	-	-	12,770	3,749,974
255	Inclusionary Housing	1,727,911	1,500,000	-	-	3,227,911	70,000	-	-	70,000	3,157,911
260	Street Lighting Dist. #1	43,439	25,564	-	-	69,003	37,195	-	-	37,195	31,808
261	CFD 2004-1	312,885	844,611	-	-	1,157,496	729,122	196,610	-	925,732	231,764
263	Landscape Maint. Dist.	-	29,000	42,908	-	71,908	71,908	-	-	71,908	-
305	General Debt Service	654,123	5,000	-	455,789	1,114,911	443,179	-	-	443,179	671,732
405	Storm Drain Construction	3,373,104	529,101	-	-	3,902,205	511,848	-	-	511,848	3,390,357
406	Safety/City Hall Replacement	439,778	35,562	-	-	475,340	-	-	-	-	475,340
501	Water Service	18,459,185	34,301,460	2,041,948	11,115,332	65,917,925	42,750,525	698,852	-	43,449,377	22,468,548
508	Source Acquisition	2,450,147	612,485	-	-	3,062,632	-	-	-	-	3,062,632
509	Water Capital Improvement	-	2,041,948	-	-	2,041,948	-	2,041,948	-	2,041,948	-
511	Solid Waste Service	7,289,331	25,833,907	400,000	60,000	33,583,238	26,488,795	827,355	-	27,316,150	6,267,088
517	Calif St Landfill Closure	89,241	300,000	300,000	-	689,241	-	-	300,000	300,000	389,241
519	Solid Waste Cap. Improv.	3,012,248	118,197	-	-	3,130,445	-	400,000	-	400,000	2,730,445
521	Wastewater Service	7,112,444	61,130,583	3,919,550	201,585	72,364,162	65,413,940	423,207	-	65,837,147	6,527,015
529	WW Capital Improvement	4,070,443	362,242	-	-	4,432,685	-	3,919,550	-	3,919,550	513,135
531	Non-Potable Water Service	3,841,110	757,393	-	-	4,598,503	432,005	-	-	432,005	4,166,498
532	Non-Potable Capital Imprv	1,318,877	226,098	-	-	1,544,975	-	-	-	-	1,544,975
538	Groves	51,498	1,207,433	585,270	-	1,844,201	1,844,201	-	-	1,844,201	-
562	Cemetery	1,905,117	1,376,826	-	-	3,281,943	2,062,898	-	150,000	2,212,898	1,069,045
564	Aviation	470,418	540,332	-	-	1,010,750	498,195	-	60,000	558,195	452,554
602	Liability Self-Insurance	500,000	1,545	7,237,343	-	7,738,888	7,238,887	-	-	7,238,887	500,001
604	Dept of Innovation & Tech	2,589,059	6,400,002	-	-	8,989,061	7,824,129	-	-	7,824,129	1,164,932
606	Workers' Compensation	4,597,056	3,458,111	-	-	8,055,167	3,556,264	-	-	3,556,264	4,498,903
607	Equipment Maintenance	7,633,835	7,627,751	-	-	15,261,586	9,569,206	-	-	9,569,206	5,692,380
608	Utility Billing	1,275,819	2,657,300	-	-	3,933,119	3,291,804	-	-	3,291,804	641,316
705	Simonds Endowment	31,974	-	-	-	31,974	-	-	-	-	31,974
706	Pauline Stancliff Mem. Trust	4,662	-	-	-	4,662	-	-	-	-	4,662
810	CFD Trust	1,774,167	850,000	-	-	2,624,167	864,490	-	-	864,490	1,759,677
	TOTAL (MEMO ONLY)	$ 137,202,338	$ 294,340,168	$ 26,719,284	$ 13,107,706	$ 471,369,496	$ 308,567,525	$ 26,719,284	$ 7,356,461	$ 342,643,270	$ 128,726,226

* Other includes Decreases & Increases in Reserves, Loan Repayments From & To, etc. For specific detail, refer to the Financial Plans and Summaries section.

Attachment E

City of Redlands
Proposed Budget Summary
Summary of 2028 Financial Sources and Requirements

		SOURCES					REQUIREMENTS				
		Beginning Fund Balance/ Cash Balance	Revenues	Inter-Fund Transfers From	Other*	TOTAL	Appropriations	Inter-Fund Transfers To	Other*	TOTAL	Ending Fund Balance/ Cash Balance
101	General Fund	$ 37,932,963	128,307,065	$ 2,691,327	$ -	$ 168,931,355	$ 120,857,484	$ 13,173,062	5,000,000	$ 139,030,546	$ 29,900,808
200	General Govt. Grants	430,974	-	-	-	430,974	-	-	-	-	430,974
205	Emergency Services	-	1,105,000	5,922,068	-	7,027,068	7,027,068	-	-	7,027,068	-
206	Household Haz. Waste	302,010	140,000	-	-	442,010	175,550	-	-	175,550	266,460
207	Gas Tax	525,843	4,369,501	-	-	4,895,344	-	4,369,501	-	4,369,501	525,843
209	Local Transportation	234,986	5,000	-	-	239,986	-	-	-	-	239,986
210	Measure I 2010	-	1,999,724	-	-	1,999,724	9,137	1,990,587	-	1,999,724	-
211	PARIS	393,749	39,040	4,175,856	-	4,608,646	4,152,414	-	-	4,152,414	456,232
221	Air Quality Improv.	577,678	106,000	-	-	683,678	1,005	-	-	1,005	682,673
223	Traffic Safety	-	127,000	-	-	127,000	-	127,000	-	127,000	-
227	Open Space	3,164,333	252,097	-	-	3,416,430	5,042	-	-	5,042	3,411,388
236	Downtown Business Area	-	11,810	69,036	-	80,845	80,845	-	-	80,845	-
237	Parking Authority	-	4,000	21,227	-	25,227	25,227	-	-	25,227	-
238	Public Art Fund	10,710	188	-	-	10,898	-	-	-	-	10,898
241	Trans. Dev. Act Grant	92	-	-	-	92	-	-	-	-	92
246	Asset Forfeiture	1,717,290	249,666	-	-	1,966,956	207,230	-	-	207,230	1,759,726
249	Supp. Law Enforcement	110	328,803	-	-	328,913	302,280	-	-	302,280	26,633
250	Park & Open Space Dvlp.	125,000	812,696	-	-	937,696	120,680	-	504,219	624,899	312,796
251	Public Facilities Develop.	4,770,031	2,312,319	-	-	7,082,350	46,246	-	-	46,246	7,036,104
252	Arterial Street Construction	2,594,365	2,479,134	-	-	5,073,499	1,502,447	-	-	1,502,447	3,571,052
253	Traffic Signals	752,181	1,377,630	-	-	2,129,811	1,667,493	-	-	1,667,493	462,318
254	Freeway Interchanges	3,749,974	797,299	-	-	4,547,273	14,402	-	-	14,402	4,532,871
255	Inclusionary Housing	3,157,911	8,500	-	-	3,166,411	70,000	-	-	70,000	3,096,411
260	Street Lighting Dist. #1	31,808	25,564	-	-	57,372	37,865	-	-	37,865	19,507
261	CFD 2004-1	231,764	844,611	-	-	1,076,375	675,594	206,088	-	881,682	194,693
263	Landscape Maint. Dist.	-	29,000	45,741	-	74,741	74,741	-	-	74,741	-
305	General Debt Service	671,732	5,000	-	471,205	1,147,938	463,343	-	-	463,343	684,595
405	Storm Drain Construction	3,390,357	612,827	-	-	4,003,183	13,523	-	-	13,523	3,989,660
406	Safety/City Hall Replacement	475,340	36,629	-	-	511,969	-	-	-	-	511,969
501	Water Service	22,468,548	35,142,601	1,678,200	60,077	59,349,427	43,195,691	701,689	-	43,897,380	15,452,047
508	Source Acquisition	3,062,632	721,100	-	-	3,783,733	-	-	-	-	3,783,733
509	Water Capital Improvement	-	2,429,332	-	-	2,429,332	-	1,678,200	-	1,678,200	751,132
511	Solid Waste Service	6,267,088	27,596,098	431,525	60,000	34,354,711	26,605,634	829,289	-	27,434,923	6,919,788
517	Calif St Landfill Closure	389,241	300,000	300,000	-	989,241	-	-	300,000	300,000	689,241
519	Solid Waste Cap. Improv.	2,730,445	129,692	-	-	2,860,138	-	431,525	-	431,525	2,428,612
521	Wastewater Service	6,527,015	17,897,949	419,550	-	24,844,514	21,393,759	423,522	-	21,817,281	3,027,233
529	WW Capital Improvement	513,135	347,589	-	-	860,724	-	419,550	-	419,550	441,174
531	Non-Potable Water Service	4,166,498	767,393	-	-	4,933,892	436,768	-	-	436,768	4,497,124
532	Non-Potable Capital Imprv	1,544,975	226,098	-	-	1,771,073	-	-	-	-	1,771,073
538	Groves	-	1,235,813	685,790	-	1,921,603	1,921,603	-	-	1,921,603	-
562	Cemetery	1,069,045	1,401,742	-	-	2,470,787	1,725,639	-	60,077	1,785,716	685,071
564	Aviation	452,554	540,332	-	-	992,886	505,658	-	60,000	565,658	427,228
602	Liability Self-Insurance	500,001	1,591	7,909,694	-	8,411,286	7,911,285	-	-	7,911,285	500,002
604	Dept of Innovation & Tech	1,164,932	6,600,000	-	-	7,764,932	7,417,963	-	-	7,417,963	346,970
606	Workers' Compensation	4,498,903	3,458,144	-	-	7,957,047	3,645,478	-	-	3,645,478	4,311,569
607	Equipment Maintenance	5,692,380	6,943,994	-	-	12,636,374	8,897,978	-	-	8,897,978	3,738,396
608	Utility Billing	641,316	2,907,300	-	-	3,548,616	3,283,839	-	-	3,283,839	264,776
705	Simonds Endowment	31,974	-	-	-	31,974	-	-	-	-	31,974
706	Pauline Stancliff Mem. Trust	4,662	-	-	-	4,662	-	-	-	-	4,662
810	CFD Trust	1,759,677	850,000	-	-	2,609,677	878,580	-	-	878,580	1,731,097
	TOTAL (MEMO ONLY)	$ 128,726,226	$ 255,882,869	$ 24,350,013	$ 591,282	$ 409,550,391	$ 265,349,491	$ 24,350,013	$ 5,924,296	$ 295,623,800	$ 113,926,591

* Other includes Decreases & Increases in Reserves, Loan Repayments From & To, etc. For specific detail, refer to the Financial Plans and Summaries section.

CAPITAL IMPROVEMENT PLAN - FY 2027 THROUGH FY 2032

CAPITAL IMROVEMENT PLAN

The City of Redlands' Capital Improvement Plan (CIP) guides the City's long term, strategic decisions regarding the construction, repair and replacement of the City's assets including streets, public buildings, water and sewer pipeline, and parks. The CIP covers a six-year planning horizon, or three biennial budget cycles. It serves as a financial tool, identifying funds for the wide variety of mid- and longer-term capital projects, as well as a planning tool to ensure capital projects are consistent with the City's General Plan. It is a projection of the City's needed capital investments over a six-year period, both funded and unfunded. The CIP will be updated with each new biennial budget and will be adjusted periodically to maintain its relevance. The City Budget will incorporate the first two years of the CIP into a Capital Budget.

Development of the CIP is an intensive process and involves a comprehensive review of the goals and direction of the City's future infrastructure needs. Before capital projects become official CIP projects, they undergo a prioritization process, where City staff identify assets for repair, replacement, or purchase in the next two-year budget cycle. When the City Council adopts the biennial budget, projects included in those fiscal years become part of the Capital Budget.

Capital projects included in the CIP are projects specifically designed for large-scale, long-term investment that builds, replaces, or improves an asset (for example, buildings, parks, storm drains, water pipeline, roads, etc.). Capital projects should have a design life of at least ten years and a minimum cost of approximately $50,000. Additionally, capital items not meeting the criteria of "capital projects" as mentioned above are referred to as "Capital Outlay". These items include vehicles, equipment, and other capital expenses that do not meet criteria for a project.

It is important to note that capital projects differ from maintenance projects, which are not within the CIP. Maintenance projects are typically smaller in scale and cost and refer to more short-term repairs or preventative measures to ensure vital public infrastructure remains operational.



Capital Project

- Create or exand upon existing assets
- Provide a link between long-range strategic plans and current resources/needs
- May be funded through cash or debt financing
- Extend the useful life of an asset and/or increase its value/capacity



Maintenance Project

- Repair relatively minor damage to an asset
- Preserve the original state of a capital asset through preventative or curative measures
- Mostly routine
- Conserve the operational abilities of City property

The CIP includes two years' worth of budgeted projects and a four-year plan for projects intended to meet the City's current or anticipated capital needs, the funding sources (if available), and some highlighted projects with details and descriptions.

General Fund and Safety/City Hall Replacement Fund CIP
Significant CIP projects planned within the General Fund and Safety/City Hall Replacement Fund include the following:

- **New Public Safety Facility (Safety Hall)**: Funding is included for the construction of the new Public Safety facility through debt financing. The project represents a once-in-a-generation investment that will consolidate Police Department operations currently spread across multiple facilities into a modern, centralized public safety facility designed to improve operational coordination, efficiency, accessibility, and long-term service capacity. Debt service for the financing of this project will be funded by the General Fund.
- **Fire Station No. 264 Relocation:** Funding is included for architectural design and related preconstruction activities of Fire Station No. 264. This portion of the project will be funded by the General Fund and Public Facilities Fund. The project will replace an aging modular station originally intended as a temporary facility that no longer adequately supports operational, staffing, and service delivery needs. The construction phase of this project will be funded through debt financing. Debt service for the financing of this project will be funded by the General Fund.
- **A.K. Smiley Public Library HVAC Cooling Tower Replacement:** The Proposed CIP Budget includes funding for design and replacement of the Library's aging cooling tower system. This project will be funded through debt financing. Debt service for the financing of this project will be funded by the General Fund.
- **Joslyn Senior Center Roof Replacement:** Funding is included for replacing the roof of the Joslyn Senior Center as the current roof is beyond its useful life. This project will be funded by the General Fund.

Water Fund CIP
In the Water Fund, appropriations for FY 2027 and FY 2028 total roughly $42.7 and $43.2 million, respectively, with about $12 million dedicated to CIP in FY 2027 and $11.7 million dedicated in FY 2028. These projects include approximately $9 million in pipeline replacement, expansion and renovation of the Joint Utilities Laboratory, wellhead perchlorate treatment for two wells, and a filter press to dewater sludge at the Hinckley Water Treatment Plant.

Wastewater Fund CIP
In the Wastewater Fund, appropriations total approximately $65.4 and $21.4 million for FY 2027 and FY 2028, respectively, with $2.5 million in pipeline replacement to replace a combined total of roughly 4 to 5 miles of sewer pipeline. It is worth noting that the Wastewater Fund's largest planned capital project, the Wastewater Treatment Plant Capital Modifications Phase 2 project (approximately $45 million), is included in the CIP. The City has been awarded State Revolving Fund (SRF) financing for construction of this project. Debt service for the SFR loan will be funded by the Wastewater Fund.

Solid Waste Fund CIP
In the Solid Waste Fund, annual appropriations total roughly $27.3 and $27.4 million for FY 2027 and FY 2028, respectively. Included in these appropriations is approximately $4.25 million in CIP projects, including $4 million for the Phase V Landfill Cell Expansion and $250,000 for remodeling Solid Waste facilities.

Other Fund CIP

The City has also invested in capital projects for other funds, including the Paris Fund, Traffic Signals Fund, and Arterial Street Construction Fund. Capital investments for these other funds include the following: $7.5 million in FY 2027 and FY 2028 for the Paris Fund for street resurfacing; $1.9 million in FY 2027 and FY 2028 for the Traffic Signals Fund for traffic signal improvements at three intersections; and $4.9 million in FY 2027 and FY 2028 for the Arterial Street Construction Fund for street widening projects.

The CIP is divided into sections according to fund. Each fund contains a list of projects included in the six-year planning horizon, a brief description of each project, and an estimated dollar amount for each project.

City of Redlands 6-Year Capital Improvement Plan (CIP)

Orgkey	Object	Division	Project Name	Funding Source	FY 2027 Budget	FY 2028 Budget	Unfunded 2027 and 2028 Requests	FY 2029 Plan	FY 2030 Plan	FY 2031 Plan	FY 2032 Plan	6 Year Funded and Planned Total
GENERAL FUND												
Library												
101190	8501	Library	Contemporary Club Remodel and New Roof	General Fund	-	-	1,500,000	-	-	-	-	-
101190	8503	Library	Library Reference Basement Overhaul	General Fund	-	-	5,100,000	5,000,000	-	-	-	5,000,000
			Total Library		**-**	**-**	**6,600,000**	**5,000,000**	**-**	**-**	**-**	**5,000,000**
Fire Department												
101250	8501	Suppression/Operations	Fuel Tank at Fire Station 263	General Fund	-	-	700,000	-	-	-	-	-
101250	8503	Suppression/Operations	Fire Station 264 Design	General Fund	900,000	-	-	-	-	-	-	900,000
			Total Fire Department		**900,000**	**-**	**700,000**	**-**	**-**	**-**	**-**	**900,000**
Facilities and Community Services												
101301	8501	Building Maintenance	Annex HVAC Design/Replacement	General Fund	-	-	1,015,000	-	-	-	-	-
101301	8501	Building Maintenance	Library, Lincoln Shrine and Contemporary Club Roof Replacement	General Fund	-	-	750,000	-	-	-	-	-
101301	8501	Building Maintenance	Community Center Senior Nutrition Roof Replacement	General Fund	-	-	700,000	-	-	-	-	-
101301	8501	Building Maintenance	Joslyn Center Roof Replacement	General Fund	225,000	-	-	-	-	-	-	225,000
101303	8501	Parks	Pump Track at the Skate Park	General Fund	-	-	350,000	-	-	-	-	-
101303	8501	Parks	Prospect Park Sewell Theatre Fencing and Doors	General Fund	-	-	170,000	-	-	-	-	-
101303	8501	Parks	Redlands Bowl Security Fencing (Behind Procellis)	General Fund	-	-	100,000	-	-	-	-	-
101303	8501	Parks	Park playground renovation	General Fund	-	-	1,000,000	-	-	-	-	-
101303	8501	Parks	Smiley Park Restroom Renovation	General Fund	-	-	800,000	-	-	-	-	-
101303	8501	Parks	Sylvan Park Restroom Renovation	General Fund	95,230	-	-	-	-	-	-	95,230
101304	8501	Streets	Renovation crew room, kitchen, and restroom	General Fund	-	-	50,000	-	-	-	-	-
101304	8501	Streets	Sidewalk rehab around the Citrus Center	General Fund	-	-	150,000	-	-	-	-	-
101309	8501	Recreation	Carriage House Improvements	General Fund	-	-	100,000	-	-	-	-	-
101309	8501	Recreation	Community Center Game room Renovation	General Fund	-	-	1,460,000	-	-	-	-	-
			Total Facilities and Community Services		**320,230**	**-**	**6,645,000**	**-**	**-**	**-**	**-**	**320,230**
Municipal Utilities and Engineering Department												
101400	8403	Engineering	2027 Alley Resurfacing Project	General Fund	-	-	500,000	-	-	-	-	-
101400	8403	Engineering	2026 Alley Resurfacing Project	General Fund	-	-	500,000	-	-	-	-	-
101400	8501	Engineering	Traffic & Parking Commission Recommended Projects	General Fund	-	-	200,000	-	-	-	-	-
101400	8501	Engineering	2027 Sidewalks and ADA Ramps Replacement Project	General Fund	-	-	1,000,000	-	-	-	-	-
101400	8501	Engineering	2026 Sidewalks and ADA Ramps Replacement Project	General Fund	-	-	1,000,000	-	-	-	-	-
			Total Municipal Utilities and Engineering Department		**-**	**-**	**3,200,000**	**-**	**-**	**-**	**-**	**-**
			Grand Total General Fund		**1,220,230**	**-**	**17,145,000**	**5,000,000**	**-**	**-**	**-**	**6,220,230**

City of Redlands 6-Year Capital Improvement Plan (CIP)

Orgkey	Object	Division	Project Name	Funding Source	FY 2027 Budget	FY 2028 Budget	Unfunded 2027 and 2028 Requests	FY 2029 Plan	FY 2030 Plan	FY 2031 Plan	FY 2032 Plan	6 Year Funded and Planned Total
OTHER FUNDS												
PARIS Fund												
211910	8403	PARIS/PMP	PMP 2026 Street Resurfacing Project	Gas Tax and Measure I Funds	3,000,000	-	-	-	-	-	-	3,000,000
211910	8403	PARIS/PMP	PMP 2027 Street Resurfacing Project	Gas Tax and Measure I Funds	-	3,500,000	-	-	-	-	-	3,500,000
211910	8403	PARIS/PMP	PMP 2028 Street Resurfacing Project	Gas Tax and Measure I Funds	-	-	-	3,500,000	-	-	-	3,500,000
211910	8403	PARIS/PMP	PMP 2029 Street Resurfacing Project	Gas Tax and Measure I Funds	-	-	-	-	3,500,000	-	-	3,500,000
211910	8403	PARIS/PMP	PMP 2030 Street Resurfacing Project	Gas Tax and Measure I Funds	-	-	-	-	-	3,500,000	-	3,500,000
211910	8403	PARIS/PMP	PMP 2031 Street Resurfacing Project	Gas Tax and Measure I Funds	-	-	-	-	-	-	3,500,000	3,500,000
211910	8501	PARIS/PMP	2026 Alley Resurfacing Project	Gas Tax and Measure I Funds	500,000	-	-	-	-	-	-	500,000
211910	8501	PARIS/PMP	2027 Alley Resurfacing Project	Gas Tax and Measure I Funds	-	500,000	-	-	-	-	-	500,000
211910	8501	PARIS/PMP	2028 Alley Resurfacing Project	Gas Tax and Measure I Funds	-	-	-	500,000	-	-	-	500,000
211910	8501	PARIS/PMP	2029 Alley Resurfacing Project	Gas Tax and Measure I Funds	-	-	-	-	500,000	-	-	500,000
211910	8501	PARIS/PMP	2030 Alley Resurfacing Project	Gas Tax and Measure I Funds	-	-	-	-	-	500,000	-	500,000
211910	8501	PARIS/PMP	2031 Alley Resurfacing Project	Gas Tax and Measure I Funds	-	-	-	-	-	-	500,000	500,000
			Total PARIS Fund		**3,500,000**	**4,000,000**	-	**4,000,000**	**4,000,000**	**4,000,000**	**4,000,000**	**23,500,000**
Parks and Open Space Fund												
250400	8501	Public Facilities	Sylvan Park Restroom Renovation	Parks and Open Space Fund	375,000	-	-	-	-	-	-	375,000
			Total Parks and Open Space Fund		**375,000**	**-**	-	**-**	**-**	**-**	**-**	**375,000**
Public Facilities Fund												
251400	8503	Public Facilities	Fire Station 264 Design	Public Facilities Fund	600,000	-	-	-	-	-	-	600,000
			Total Public Facilities Fund		**600,000**	**-**	-	**-**	**-**	**-**	**-**	**600,000**
Arterial Street Fund												
252400	8403	Arterial	Citrus Avenue Widening Project - Dearborn to Wabash	Arterial Street Fund	-	1,500,000	-	-	-	-	-	1,500,000
252400	8501	Arterial	California Street & Lugonia Avenue Widening Project	Arterial Street Fund	1,350,000	-	-	-	-	-	-	1,350,000
252400	8501	Arterial	Citrus Avenue and Redlands High School Underpass Project	Arterial Street Fund	1,500,000	-	-	5,500,000	-	-	-	7,000,000
252400	8501	Arterial	Highland/Redlands Regional Gap Connector Project	Arterial Street Fund	500,000	-	-	-	-	-	-	500,000
			Total Arterial Street Fund		**3,350,000**	**1,500,000**	-	**5,500,000**	**-**	**-**	**-**	**10,350,000**
Traffic Signals Fund												
253400	8501	Traffic Signal	Traffic Signal Improvement at University St & Colton Ave	Traffic Signals Fund	120,000	780,000	-	-	-	-	-	900,000
253400	8501	Traffic Signal	Traffic Signal Improvement at Wabash Ave & Citrus Ave	Traffic Signals Fund	-	136,000	-	820,000	-	-	-	956,000
253400	8501	Traffic Signal	Traffic Signal Improvements at Dearborn Ave & Citrus Ave	Traffic Signals Fund	120,000	750,000	-	-	-	-	-	870,000
			Total Traffic Signals Fund		**240,000**	**1,666,000**	-	**820,000**	**-**	**-**	**-**	**2,726,000**
Storm Drain Fund												
405400	8404	Storm Drain	Judson Street Storm Drain Improvement	Storm Drain Fund	500,000	-	-	-	-	-	-	500,000
			Total Storm Drain Fund		**500,000**	**-**	-	**-**	**-**	**-**	**-**	**500,000**
Safety/City Hall Replacement Fund												
406501	8503	Safety Hall	Construction of New Safety Hall Facility for Police Department	Future Debt Financing*	78,500,000	-	-	-	-	-	-	78,500,000
406501	8503	Fire Station	Construction of Fire Station 264	Future Debt Financing*	-	15,000,000	-	-	-	-	-	15,000,000
406501	8503	Library Improvements	Library Cooling Tower Replacement (HVAC)	Future Debt Financing*	1,500,000	-	-	-	-	-	-	1,500,000
			Total Safety/City Hall Replacement Fund		**80,000,000**	**15,000,000**	-	**-**	**-**	**-**	**-**	**95,000,000**

City of Redlands is actively working on debt financing for these projects. Anticipated funding from debt issuance is expected in FY2027 and funding for these projects will be appropriated at that time.

Water Fund												
501910	8501	Water/Wastewater	Joint Utilities Laboratory Renovation & Expansion Project	Water Fund	1,700,000	1,700,000	-	-	-	-	-	3,400,000
501910	6106	Water Projects	Tate Water Treatment Plant Upgrades	Water Fund	-	-	-	-	1,000,000	-	-	1,000,000
501910	8402	Water Projects	Well Drilling Project	Water Fund	1,000,000	1,000,000	-	4,000,000	-	-	-	6,000,000
501910	8402	Water Projects	2026 CIP Water Pipeline Replacement Project	Water Fund	4,500,000	-	-	-	-	-	-	4,500,000
501910	8402	Water Projects	2027 CIP Water Pipeline Replacement Project	Water Fund	-	4,500,000	-	-	-	-	-	4,500,000
501910	8402	Water Projects	2028 CIP Water Pipeline Replacement Project	Water Fund	-	-	-	4,500,000	-	-	-	4,500,000
501910	8402	Water Projects	2029 CIP Water Pipeline Replacement Project	Water Fund	-	-	-	-	4,500,000	-	-	4,500,000
501910	8402	Water Projects	2030 CIP Water Pipeline Replacement Project	Water Fund	-	-	-	-	-	4,500,000	-	4,500,000
501910	8402	Water Projects	2031 CIP Water Pipeline Replacement Project	Water Fund	-	-	-	-	-	-	4,500,000	4,500,000
501910	8402	Water Projects	Sunset Reservoir Replacement	Water Fund	-	-	-	-	10,000,000	10,000,000	6,000,000	26,000,000
501910	8402	Water Projects	Tate Water Treatment Plant Upgrades	Water Fund	-	-	-	-	-	4,000,000	4,000,000	8,000,000
501910	8402	Water Projects	Tate WTP Raw Water Influent Line Replacement	Water Fund	-	-	-	8,000,000	4,000,000	-	-	12,000,000
501910	8402	Water Projects	Wellhead Perchlorate Treatment - Well 38 & 39	Water Fund	-	4,500,000	-	4,500,000	-	-	-	9,000,000
501910	8501	Water Projects	Hinckley WTP Parking Lot Improvements	Water Fund	975,000	-	-	-	-	-	-	975,000
501910	8501	Water Projects	Hinckley WTP Sludge Press	Water Fund	3,815,000	-	-	-	-	-	-	3,815,000
			Total Water Fund		**11,990,000**	**11,700,000**	-	**21,000,000**	**19,500,000**	**18,500,000**	**14,500,000**	**97,190,000**

City of Redlands 6-Year Capital Improvement Plan (CIP)

Orgkey	Object	Division	Project Name	Funding Source	FY 2027 Budget	FY 2028 Budget	Unfunded 2027 and 2028 Requests	FY 2029 Plan	FY 2030 Plan	FY 2031 Plan	FY 2032 Plan	6 Year Funded and Planned Total
Solid Waste Fund												
511910	8501	Solid Waste	CQA for the Phase 5 Landfill Expansion Project	Solid Waste Fund	500,000	-	-	-	-	-	-	500,000
511910	8501	Solid Waste	Phase 5 of the Landfill Expansion	Solid Waste Fund	3,500,000	-	-	-	-	-	-	3,500,000
511910	8501	Solid Waste	Solid Waste office/breakroom, locker remodel	Solid Waste Fund	250,000	-	-	1,736,438	607,753	1,276,282	2,010,143	5,880,616
			Total Solid Waste Fund		**4,250,000**	**-**	-	**1,736,438**	**607,753**	**1,276,282**	**2,010,143**	**9,880,616**
Wastewater Fund												
521910	8501	Water/Wastewater	Joint Utilities Laboratory Renovation & Expansion Project	Wastewater Fund	1,700,000	1,700,000	-	-	-	-	-	3,400,000
521910	8401	Wastewater	2026 CIP Sewer Pipeline & Manhole Replacement Project	Wastewater Fund	1,000,000	-	-	-	-	-	-	1,000,000
521910	8401	Wastewater	2027 CIP Sewer Pipeline & Manhole Replacement Project	Wastewater Fund	-	1,500,000	-	-	-	-	-	1,500,000
521910	8401	Wastewater	2028 CIP Sewer Pipeline & Manhole Replacement Project	Wastewater Fund	-	-	-	1,500,000	-	-	-	1,500,000
521910	8401	Wastewater	2029 CIP Sewer Pipeline & Manhole Replacement Project	Wastewater Fund	-	-	-	-	1,500,000	-	-	1,500,000
521910	8401	Wastewater	2030 CIP Sewer Pipeline & Manhole Replacement Project	Wastewater Fund	-	-	-	-	-	1,500,000	-	1,500,000
521910	8401	Wastewater	2031 CIP Sewer Pipeline & Manhole Replacement Project	Wastewater Fund	-	-	-	-	-	-	1,500,000	1,500,000
521910	8401	Wastewater	Sewer Pipeline Upsizing Project - Brockton Ave	Wastewater Fund	-	-	-	-	500,000	-	-	500,000
521910	8401	Wastewater	Sewer Pipeline Upsizing Project - Cajon St at Citrus Ave	Wastewater Fund	-	-	-	141,000	-	-	-	141,000
521910	8401	Wastewater	Sewer Pipeline Upsizing Project - Cajon Street (Cypress to Fern)	Wastewater Fund	-	-	-	827,000	-	-	-	827,000
521910	8501	Wastewater	Brine Cap Solar Panel Replacement	Wastewater Fund	-	-	-	-	650,000	-	-	650,000
521910	8501	Wastewater	Secondary Clarifier #2 Refurbish	Wastewater Fund	-	-	-	1,200,000	-	-	-	1,200,000
521910	8501	Wastewater	Wastewater Treatment Plant Implementation Phase 2	SRF Loan - Debt Financing	45,644,582	-	-	-	-	-	-	45,644,582
			Total Wastewater Fund		**48,344,582**	**3,200,000**	-	**3,668,000**	**2,650,000**	**1,500,000**	**1,500,000**	**60,862,582**
Cemetery Fund												
562900	8501	Cemetery	Cemetery Mausoleums Roof Replacement (2) roofs needing replacement	Cemetery Fund	500,000	-	-	-	-	-	-	500,000
562900	8501	Cemetery	Restore Historic Stone Cut Curbing (NORTH END)	Cemetery Fund	-	75,000	-	-	-	150,000	-	225,000
562900	8501	Cemetery	Wrought Iron Fence	Cemetery Fund	-	-	-	250,000	-	-	-	250,000
			Total Cemetery Fund		**500,000**	**75,000**	-	**250,000**	**-**	**150,000**	**-**	**975,000**
Equipment Maintenance Fund												
607900	8501	Fleet	Fuel Island Rehabilitation	Equipment Maintenance Fund	875,000	-	-	-	-	-	-	875,000
			Total Equipment Maintenance Fund		**875,000**	**-**	-	**-**	**-**	**-**	**-**	**875,000**
			Grand Total Other Funds		**154,524,582**	**37,141,000**	-	**36,974,438**	**26,757,753**	**25,426,282**	**22,010,143**	**302,834,198**
			Total CIP All Funds		**155,744,812**	**37,141,000**	**17,145,000**	**41,974,438**	**26,757,753**	**25,426,282**	**22,010,143**	**309,054,428**

ATTACHMENT G

CAPITAL OUTLAY
GENERAL FUND

DEPARTMENT / DIVISION / PROJECT	ORG	OBJECT	DESCRIPTION	2025-26 12-MONTH ESTIMATED	2026-27 CITY MANAGER RECOMMENDED	2027-28 CITY MANAGER RECOMMENDED	FY 2027 & FY 2028 UNFUNDED AMOUNT	EXPENDITURE TYPE
GENERAL FUND (101)								
Library								
Library	101190	8501	Carpet Replacement Throughout Library				250,000	Capital Outlay
Library	101190	8501	Contemporary Club Remodel and New Roof				1,500,000	CIP Project
Library	101190	8503	Library Reference Basement Overhaul				5,100,000	CIP Project
Library	101190	8503	Contemporary Club Entrance Door Replacement and ADA Upgrade				15,000	Capital Outlay
Library	101190	8706	Bookmobile Purchase				200,000	Capital Outlay
			Total	**-**	**-**	**-**	**7,065,000**	
Police								
Support Services	101202	8501	PD Wellness Facility (Donations)	70,000				CIP Project
Support Services	101202	8706	PD Wellness Facility (Donations)	180,000				CIP Project
			Total	**250,000**	**-**	**-**	**-**	
Fire Department								
Fire Suppression	101250	8501	Restroom Tile Replacement	151,553				Capital Outlay
Fire Suppression	101250	8501	Fuel Tank at Fire Station 263				700,000	CIP Project
Fire Suppression	101250	8503	Fire Station Bay Door Replacement	491,595				CIP Project
Fire Suppression	101250	8503	Fire Station 262 Remodel	26,232				Capital Outlay
Fire Suppression	101250	8503	Fire Station 261 Mini Split Unit	8,913				Capital Outlay
Fire Suppression	101250	8503	Fire Station 264 Design		900,000			CIP Project
Fire Suppression	101250	8704	Water Tender And Type 3 Brush Engine	1,331,773				Capital Outlay
Fire Suppression	101250	8704	Big Bear Ambulance	20,000				Capital Outlay
Fire Suppression	101250	8704	Vehicle Outfitting (Apple Valley Fire Department)	250,000				Capital Outlay
Fire Suppression	101250	8704	Incident Support Apparatus				800,000	Capital Outlay
Fire Suppression	101250	8704	Paramedic Squad		400,000			Capital Outlay
Fire Suppression	101250	8706	Fire Station 263 Generator	225,000				Capital Outlay
Fire Suppression	101250	8706	Fire Station 262 Generator	6,632				Capital Outlay
Fire Suppression	101250	8706	UAS Drone Program - DJI Matrice 30T Combo				12,000	Capital Outlay
Fire Suppression	101250	8706	UAS Drone Program - Mavic 3Ts				26,000	Capital Outlay
Fire Suppression	101250	8706	UAS Drone Program - DJI Thermal Combo				10,000	Capital Outlay
			Total	**2,511,698**	**1,300,000**	**-**	**1,548,000**	
Facilities & Community Services								
FCS Admin	101300	8001	Property Transfer Agreement with Redlands Historical Museum Assoc	25,304				Capital Outlay
FCS Admin	101300	8706	Ed Hales Gazebo	50,000				Capital Outlay
Building Maintenance	101301	8501	Library HVAC Design and installation				15,000	Capital Outlay
Building Maintenance	101301	8501	Redlands Bowl Sink Plumbing				25,000	Capital Outlay
Building Maintenance	101301	8501	Annex HVAC Design/Replacement				1,015,000	CIP Project
Building Maintenance	101301	8501	Library, Lincoln Shrine and Contemporary Club Roof Replacement				750,000	CIP Project
Building Maintenance	101301	8501	Community Center Senior Nutrition Roof Replacement				700,000	CIP Project
Building Maintenance	101301	8501	Joslyn Center roof (Donations)		225,000			CIP Project
Building Maintenance	101301	8706	Scissor Lift				50,000	Capital Outlay
Parks	101303	8501	Texonia Renovations	1,648,746				CIP Project
Parks	101303	8501	Freeway Frontage Landscape	90,000				Capital Outlay
Parks	101303	8501	Bleachers at Martinez Park, Crafton Park, Israel Beal Park		200,000			Capital Outlay
Parks	101303	8501	Pump Track at the Skate Park				350,000	CIP Project
Parks	101303	8501	Prospect Park Sewell Theatre Fencing and Doors				170,000	CIP Project
Parks	101303	8501	Redlands Bowl Security Fencing (Behind Procellis)				100,000	CIP Project
Parks	101303	8501	Martinez Park Booster Pumps				25,000	Capital Outlay
Parks	101303	8501	Park playground renovation				1,000,000	CIP Project
Parks	101303	8501	Smiley Park Restroom Renovation				800,000	CIP Project
Parks	101303	8501	Sylvan Park Restroom Renovation		95,230			CIP Project
Parks	101303	8503	Ford Park Renovations	660,022				CIP Project
Parks	101303	8503	Citywide Park Furnishing Replacement	50,000				Capital Outlay
Parks	101303	8503	Citywide Playground Structure Replacement	120,000				Capital Outlay
Parks	101303	8602	Ford Park Restroom Renovation	243,718				CIP Project
Streets	101304	8501	State St bulb outs rehabilitation				225,000	Capital Outlay
Streets	101304	8501	Streets Facilities Upgrades (crew room, kitchen, and restroom)				50,000	CIP Project
Streets	101304	8501	Sidewalk rehab around the Citrus Center				150,000	CIP Project

ATTACHMENT G

CAPITAL OUTLAY
GENERAL FUND

DEPARTMENT / DIVISION / PROJECT	ORG	OBJECT	DESCRIPTION	2025-26 12-MONTH ESTIMATED	2026-27 CITY MANAGER RECOMMENDED	2027-28 CITY MANAGER RECOMMENDED	FY 2027 & FY 2028 UNFUNDED AMOUNT	EXPENDITURE TYPE
Streets	101304	8501	Overhead Street Sign Replacement				250,000	Capital Outlay
Streets	101304	8704	Heavy Duty Dump Flat Bed	170,000				Capital Outlay
Streets	101304	8704	Two Ford F-750 Flatbed Trucks	410,813				Capital Outlay
Streets	101304	8704	Water Truck				200,000	Capital Outlay
Streets	101304	8706	Meridian Barrier Gate System	60,000				Capital Outlay
Trees	101305	8704	Tree Crew Wheel Loader				173,250	Capital Outlay
Recreation and Senior Services	101309	8501	Carriage House Improvements				100,000	CIP Project
Recreation and Senior Services	101309	8501	Community Center Game room Renovation				1,460,000	CIP Project
Recreation and Senior Services	101309	8706	Joslyn HVAC Replacement(Donations)	71,173				Capital Outlay
Animal Services	101311	8501	Dog Kennel Construction	693,700				CIP Project
Animal Services	101311	8501	Animal Shelter Isolations Room (Donations)	110,000				CIP Project
Animal Services	101311	8501	Animal Shelter Pavement Repair	28,900				Capital Outlay
Animal Services	101311	8501	Pest Control Netting Installment				20,000	Capital Outlay
Animal Services	101311	8501	Isolation & Holding Area Kennels				15,000	Capital Outlay
Animal Services	101311	8502	Dog Kennel Structure	275,000				Capital Outlay
			Total	**$ 4,682,072**	**$ 520,230**	**$ -**	**$ 7,643,250**	
Municipal Utilities and Engineering Department								
Engineering	101400	8403	Citywide Sidewalk/ADA Ramps	529,406				CIP Project
Engineering	101400	8403	2027 Alley Resurfacing Project				500,000	CIP Project
Engineering	101400	8403	2026 Alley Resurfacing Project				500,000	CIP Project
Engineering	101400	8501	Traffic & Parking Commission Recommended Projects				200,000	CIP Project
Engineering	101400	8501	2027 Sidewalks and ADA Ramps Replacement Project				1,000,000	CIP Project
Engineering	101400	8501	2026 Sidewalks and ADA Ramps Replacement Project				1,000,000	CIP Project
			Total	**$ 529,406**	**$ -**	**$ -**	**$ 3,200,000**	
			Total General Fund (101)	**7,973,176**	**1,820,230**	**-**	**19,456,250**	

ATTACHMENT G

CAPITAL OUTLAY
OTHER FUNDS

DEPARTMENT / DIVISION / PROJECT	PROJECT LEDGER	ORG	OBJECT	DESCRIPTION	2025-26 12-MONTH ESTIMATED	2026-27 CITY MANAGER RECOMMENDED	2027-28 CITY MANAGER RECOMMENDED	EXPENDITURE TYPE
GOVERNMENTAL GRANTS FUND (200)								
Development Services	F164069	200164	8501	Sylvan Park Renovation	279,770			CIP Project
Development Services	F164058	200164	8503	FY23/24 Joslyn Senior Center Rehab Ph II	252,229			CIP Project
Development Services	F164010	200164	8503	Joslyn Senior Center Rehab Project	19,777			CIP Project
Development Services	F164061	200164	8503	Redlands Senior Ctr Kitchen Rehab.	273,468			CIP Project
Development Services	F164064	200164	8706	HVAC Units at Joslyn Senior Center	133,300			Capital Outlay
Library	S190001	200190	8503	A.K. Smiley Public Library Lower Level Revive Project	547,761			CIP Project
Police	S202004	200202	8706	Police Equipment	46,594			Capital Outlay
Fire	F250040	200250	8706	Mobile Radios	14,501			Capital Outlay
Parks	S303012A/B	200303	8501	Texonia Park Improvements	221,685			CIP Project
Engineering	F400032	200400	8501	Redlands Regional Connector (South) Project	194,697			CIP Project
Engineering	S400028	200400	8501	Cycle 11-1 Traffic Signal @ San Bernardino Ave & Church St	538,600			CIP Project
Engineering	S400029	200400	8501	Cycle 11-2 Signalized Intersections Improvements	202,000			Capital Outlay
Engineering	S400021	200400	8501	HSIP Cycle 10-Crosswalk Enhancement	234,800			Capital Outlay
Engineering	S400034	200400	8501	HSIP Cycle12 Traffic Signal @ Cypress & Cajon	900,000			CIP Project
				Total Governmental Grants Fund (200)	**$ 3,859,182**	**$ -**	**$ -**	
PAVEMENT ACCELERATED REPAIR IMPLEMENTATION STRATEGY FUND (PARIS) (211)								
PARIS Projects	211013	211910	8403	2025 Pavement Management Plan	5,564,574			CIP Project
PARIS Projects	211014	211910	8501	2025 Alley Paving	500,000			CIP Project
PARIS Projects	NEW	211910	8403	PMP 2026 Street Resurfacing Project		3,000,000		CIP Project
PARIS Projects	NEW	211910	8403	PMP 2027 Street Resurfacing Project			3,500,000	CIP Project
PARIS Projects	NEW	211910	8501	2026 Alley Resurfacing Project		500,000		CIP Project
PARIS Projects	NEW	211910	8501	2027 Alley Resurfacing Project			500,000	CIP Project
				Total PARIS Fund (211)	**$ 6,064,574**	**$ 3,500,000**	**$ 4,000,000**	
AIR QUALITY IMPROVEMENT FUND (221)								
Air Quality Improvement		221400	8706	Changeable Signs and Mobile Radar Detection	50,000			Capital Outlay
				Total Air Quality Improvement Fund (221)	**$ 50,000**	**$ -**	**$ -**	
TRANSPORTATION DEVELOPMENT ACT FUND (241)								
Transportation Development Act	S241006	241400	8405	Orange Blossom Trail Phase IV	1,228,500			CIP Project
				Total Asset Forfeiture Fund (246)	**$ 1,228,500**	**$ -**	**$ -**	
PARKS AND OPEN SPACE FUND (250)								
Parks and Open Space		250400	8501	Coyazo Park Crows Nest & Building	400,000			CIP Project
Parks and Open Space		250400	8501	Texonia Park Improvements	220,000			CIP Project
Parks and Open Space		250400	8501	Ford Park Improvements	135,660			CIP Project
Parks and Open Space		250400	8501	Sylvan Park Restroom Renovation		375,000		CIP Project
				Total Parks and Open Space Fund (250)	**$ 755,660**	**$ 375,000**	**$ -**	
PUBLIC FACILITY DEVELOPMENT (251)								
Public Facilities		251400	8503	Fire Station 264 Design		600,000		CIP Project
				Total Public Facility Development (251)	**$ -**	**$ 600,000**	**$ -**	

ATTACHMENT G

CAPITAL OUTLAY
OTHER FUNDS

DEPARTMENT / DIVISION / PROJECT	PROJECT LEDGER	ORG	OBJECT	DESCRIPTION	2025-26 12-MONTH ESTIMATED	2026-27 CITY MANAGER RECOMMENDED	2027-28 CITY MANAGER RECOMMENDED	EXPENDITURE TYPE
ARTERIAL STREET CONSTRUCTION FUND (252)								
Arterial Street Construction	252002	252400	8501	Cal St & Rdl Blvd Intersec Widening	4,400,000			CIP Project
Arterial Street Construction	252001	252400	8403	Citrus Avenue Widening Project - Dearborn to Wabash			1,500,000	CIP Project
Arterial Street Construction	252003	252400	8501	California Street & Lugonia Avenue Widening Project		1,350,000		CIP Project
Arterial Street Construction	New	252400	8501	Citrus Avenue and Redlands High School Underpass Project		1,500,000		CIP Project
Arterial Street Construction	New	252400	8501	Highland/Redlands Regional Gap Connector Project		500,000		CIP Project
				Total Arterial Street Construction Fund (252)	**$ 4,400,000**	**$ 3,350,000**	**$ 1,500,000**	
TRAFFIC SIGNALS FUND (253)								
Traffic Signals	NEW	253400	8501	Traffic Signal Improvement at University St & Colton Ave		120,000	780,000	CIP Project
Traffic Signals	NEW	253400	8501	Traffic Signal Improvement at Wabash Ave & Citrus Ave			136,000	CIP Project
Traffic Signals	NEW	253400	8501	Traffic Signal Improvements at Dearborn Ave & Citrus Ave		120,000	750,000	CIP Project
				Total Traffic Signals Fund (253)	**$ -**	**$ 240,000**	**$ 1,666,000**	
FREEWAY INTERCHANGES FUND (254)								
Freeway Interchange	254002	254400	8403	I-10 Alabama Ramp Improvements	$ 23,708			CIP Project
				Total Freeway Interchanges Fund (254)	**$ 23,708**	**$ -**	**$ -**	
STORM DRAIN CONSTRUCTION FUND (405)								
Storm Drain Construction	405004	405400	8404	Redlands Country Cub Drainage	83,094			CIP Project
Storm Drain Construction	405004	405400	8404	Judson Street Storm Drain Improvement		500,000		CIP Project
				Total Storm Drain Construction Fund (405)	**$ 83,094**	**$ 500,000**	**$ -**	
SAFETY/CITY HALL REPLACEMENT FUND (406)								
Safety Hall Replacement	406001	406501	8501	Holt Architects Inc-Safety Hall Design & Construction Management Services	2,614,850			CIP Project
Safety Hall Replacement	406001	406501	8503	Redlands Police Department Safety Hall-Phase 1	3,494,000			CIP Project
Safety Hall Replacement	C300009	406501	8501	Miller Architecture Corp-New City Hall Design and Construction Mgt Services	804,822			CIP Project
Safety Hall Replacement	C300009	406501	8503	Construction Projects @ 300 State S	16,145,666			CIP Project
				Total Safety/City Hall Replacement Fund (406)	**$ 23,059,338**	**$ -**	**$ -**	
WATER FUND (501)								
Water Operations		501900	8501	AWIA Improvements	500,000			CIP Project
Water Operations		501900	8704	Maintenance & Distribution Fleet Needs	388,500			Capital Outlay
Water Operations		501900	8705	Joint Utility Lab Improvements	65,000			CIP Project
Water Projects and Grants	501032	501910	8402	Highline Replacement	4,475,911			CIP Project
Water Projects and Grants	501040	501910	8402	Tate Transmission	63,215			CIP Project
Water Projects and Grants	501063	501910	8402	2023 & 2024 Water CIP	6,495,375			CIP Project
Water Projects and Grants	501055	501910	8402	Sunset Reservoir Replacement	882,067			CIP Project
Water Projects and Grants	501066	501910	8402	Recycled Water for Cali St Orange	412,306			CIP Project
Water Projects and Grants	501028	501910	8501	Fixed Gen-5Th Ave,Texas St,Cntry	4,632,521			CIP Project
Water Projects and Grants	501048	501910	8501	Laboratory Expansion	2,127,313			CIP Project
Water Projects and Grants	501065	501910	8501	AWIAS Security Fencing	2,143,896			CIP Project
Water Projects and Grants	501048	501910	8503	Laboratory Expansion	10,885			Capital Outlay
Water Projects and Grants	501028	501910	8706	Fixed Generator - 5th Ave,Texas St,Cntry Cl	907,479			CIP Project
Water Projects and Grants	501006	501910	8706	Water SCADA System Upgrade	1,765,368			CIP Project
Water Projects and Grants	501009	501910	8501	Hinckley Sludge Press	735,481	3,815,000		CIP Project
Water Operations	NEW	501900	8704	(1) F-550 Flat Rack Dump Truck, (1) F-550 Valve Truck		370,000	388,500	Capital Outlay
Water Projects and Grants	521028/501048	501910	6106/8501	Joint Utilities Laboratory Renovation & Expansion Project		1,700,000	1,700,000	CIP Project
Water Projects and Grants	501054	501910	6106/8402	Well Drilling Project		1,000,000	1,000,000	CIP Project
Water Projects and Grants	NEW	501910	8402	2026 CIP Water Pipeline Replacement Project		4,500,000		CIP Project
Water Projects and Grants	NEW	501910	8402	2027 CIP Water Pipeline Replacement Project			4,500,000	CIP Project
Water Projects and Grants	501044	501910	8402	Wellhead Perchlorate Treatment - Well 38 & 39			4,500,000	CIP Project
Water Projects and Grants	501067	501910	8501	Hinckley WTP Parking Lot Improvements		975,000		CIP Project
				Total Water Fund (501)	**$ 25,605,318**	**$ 12,360,000**	**$ 12,088,500**	

ATTACHMENT G

CAPITAL OUTLAY
OTHER FUNDS

DEPARTMENT / DIVISION / PROJECT	PROJECT LEDGER	ORG	OBJECT	DESCRIPTION	2025-26 12-MONTH ESTIMATED	2026-27 CITY MANAGER RECOMMENDED	2027-28 CITY MANAGER RECOMMENDED	EXPENDITURE TYPE
SOLID WASTE FUND (511)								
Solid Waste Projects and Grants	511005	511910	8704	CNG Vehicle Purchases	3,464,969			Capital Outlay
Solid Waste Projects and Grants	511005	511910	8704	Landfill Scraper	1,200,000			Capital Outlay
Solid Waste Projects and Grants	511010	511910	8501	Landfill Phase 5 Expansion	183,034	3,500,000		CIP Project
Solid Waste Projects and Grants	511010	511910	8501	CQA for the Phase 5 Landfill Expansion Project		500,000		CIP Project
Solid Waste Projects and Grants	511011	511910	8501	Landfill Gas Flare System	1,609,626			CIP Project
Solid Waste Projects and Grants	NEW	511910	8501	Solid Waste office/breakroom, locker remodel		250,000		CIP Project
Solid Waste Projects and Grants	NEW	511910	8704	Solid Waste Vehicle Replacements		-	1,736,438	Capital Outlay
Solid Waste Projects and Grants	NEW	511910	8704	ZEV Vehicles and Infrastructure		2,000,000	3,300,000	Capital Outlay
				Total Solid Waste Fund (511)	**$ 6,457,628**	**$ 6,250,000**	**$ 5,036,438**	
WASTEWATER SERVICE FUND (521)								
Wastewater Operations		521900	8501	Modular Office	125,000			CIP Project
Wastewater Operations		521900	8705	Laboratory Equipment	65,000			Capital Outlay
Wastewater Projects and Grants	521038	521910	8401	Hillside Project	214,557			CIP Project
Wastewater Projects and Grants	521033	521910	8401	Recycled Water For Ca St Orange Gro	71,596			CIP Project
Wastewater Projects and Grants	521040	521910	8401	2025 CIP Sewerline Replacement & Manhole	1,367,514			CIP Project
Wastewater Projects and Grants	NEW	521910	8401	2026 CIP Sewer Pipeline & Manhole Replacement Project		1,000,000		CIP Project
Wastewater Projects and Grants	NEW	521910	8401	2027 CIP Sewer Pipeline & Manhole Replacement Project			1,500,000	CIP Project
Wastewater Projects and Grants	521003	521910	8401	Alabama Septage Pond Remediation		650,000	50,000	Capital Outlay
Wastewater Projects and Grants	NEW	521910	8401	WWTP Drying Bed Leachate Remediation			500,000	Capital Outlay
Wastewater Projects and Grants	521037	521910	8501	Concrete Steps	50,000			CIP Project
Wastewater Projects and Grants	521028	521910	8501	Joint Utilities Laboratory Design & Construction (Phases)	2,133,175			CIP Project
Wastewater Projects and Grants	521034	521910	8501	WWTP Rehabilitation - Phase 2	93,868			CIP Project
Wastewater Projects and Grants	521028/501048	521910	6106/8501	Joint Utilities Laboratory Renovation & Expansion Project		1,700,000	1,700,000	CIP Project
Wastewater Projects and Grants	521034	521910	8501	Wastewater Treatment Plant Implementation Phase 2		45,644,582	-	CIP Project
Wastewater Projects and Grants	NEW	521910	8501	WWTP Landscaping Improvement			200,000	Capital Outlay
Wastewater Projects and Grants	NEW	521910	8503	Maintenance Building Upgrade			150,000	Capital Outlay
Wastewater Projects and Grants	521036	521910	8706	A Basin RTC Replacement	33,171			Capital Outlay
				Total Waste Water Service Fund (521)	**$ 4,153,881**	**$ 48,994,582**	**$ 4,100,000**	
NONPOTABLE WATER SERVICE FUND (531)								
Nonpotable Projects and Grants	S531021	531910	8405	Prop 1 Rnd 1 Orange Grv Irrigation	29,927			Capital Outlay
				Total Nonpotable Water Service Fund (531)	**$ 29,927**	**$ -**	**$ -**	
NONPOTABLE WATER CAPITAL IMPROVEMENT FUND (532)								
Nonpotable Capital Improvement Fund	532002	532920	8402	Recycled Water System Expansion	144,580			CIP Project
				Total Groves Fund (532)	**$ 144,580**	**$ -**	**$ -**	
GROVES FUND								
Groves Projects	538025	538910	8001	England Grove Purchase	91,684			CIP Project
				Total Nonpotable Water Service Fund (531)	**$ 91,684**	**$ -**	**$ -**	
CEMETERY FUND (562)								
Cemetery Operations		562900	8501	Plot Expansion	43,000			Capital Outlay
Cemetery Operations		562900	8501	Cemetery Mausoleums Roof Replacement (2) roofs needing replacement		500,000		CIP Project
Cemetery Operations		562900	8501	Public Restroom Design			40,000	Capital Outlay
Cemetery Operations		562900	8501	Restore Historic Stone Cut Curbing (NORTH END)			75,000	CIP Project
Cemetery Operations		562900	8602	Survey and Mapping for New Developed Areas	57,000			CIP Project
				Total Cemetery Fund (562)	**$ 100,000**	**$ 500,000**	**$ 115,000**	
INNOVATION & TECHNOLOGY FUND (604)								
Innovation & Technology Operations		604900	8703	Computer Equipment	$ 70,344			Capital Outlay
Innovation & Technology Operations		604900	8703	Network Storage (NAS)		20,000		Capital Outlay
				Total Innovation & Technology Fund (604)	**$ 70,344**	**$ 20,000**	**$ -**	
EQUIPMENT MAINTENANCE FUND (607)								
Equipment Maintenance Operations		607900	8501	Vehicle Exhaust System	$ 48,000			Capital Outlay
Equipment Maintenance Operations		607900	8706	Toyota Forklift	82,052			Capital Outlay
Equipment Maintenance Operations		607900	8501	Fuel Island Rehabilitation		875,000		CIP Project
Equipment Maintenance Operations		607900	8704	F-750 Service Truck		200,000		Capital Outlay
				Equipment Maintenance Fund (607)	**$ 130,052**	**$ 1,075,000**	**$ -**	

ATTACHMENT G

CAPITAL OUTLAY
OTHER FUNDS

DEPARTMENT / DIVISION / PROJECT	PROJECT LEDGER	ORG	OBJECT	DESCRIPTION	2025-26 12-MONTH ESTIMATED	2026-27 CITY MANAGER RECOMMENDED	2027-28 CITY MANAGER RECOMMENDED	EXPENDITURE TYPE
UTILITY BILLING FUND (608)								
Utility Billing		608900	8706	Payment Kiosk for State Street through the wall		80,000		Capital Outlay
Utility Billing		608900	8706	Payment Kiosk for State Street Lobby		60,000		Capital Outlay
				Total Utility Billing Fund (608)	**$ -**	**$ 140,000**	**$ -**	
				Total Other Funds	**$ 76,307,471**	**$ 77,904,582**	**$ 28,505,938**	

City Council **AGENDA ITEM NO. M1.**

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Individual Council Member Report on Activities for May 2026 from Mayor Pro Tem Shaw (City Clerk Donaldson)

DISCUSSION:

Mayor Pro Tem Shaw has requested to include this report on the agenda for recording purposes. The report does not require City Council approval.

Attachments

May_2026_Council_Activities.pdf

May 2026 Council Activities

Mayor Pro Tem Marc Shaw

- Attended the Southern California Association of Governments Annual Conference as the City's Voting Delegate
- Attended the SBCTA City County Conference
- Attended an Eagle Scout Court of Honor for Troop 3
- Attended the League of California Cities Joint Division meeting in Ontario
- Attended a Redlands Police Department DUI/DL checkpoint
- Attended a briefing and tour of Amazon's Wildfire & Disaster Response Hub in Beaumont
- Attended the Redlands Firefighters Car Show
- Attended the Memorial Day event at Hillside Cemetery
- Attended the CONFIRE Board of Directors Meeting
- Attended the Grand Opening of the Dangermond Center for Radiation at Redlands Community Hospital
- Attended the Redlands Police Officers Association Bats & Badges event
- Met with City Manager to discuss ongoing issues