

City of Rialto

Water Subcommittee Meeting

*Council Chambers
150 S. Palm Ave.
Rialto, CA 92376*



Regular Meeting - Final

Thursday, March 27, 2025

REGULAR MEETING - 10:00 A.M.

Rialto City Hall, Council Chambers, 150 S. Palm Ave. Rialto CA 92376

Water Subcommittee

*Mayor Joe Baca
Mayor Pro Tem Ed Scott*

The City Council creates Subcommittees as needed to accomplish the work of the Council. Subcommittees are categorized as either, Standing or Ad Hoc. Subcommittees do not replace the work or decision-making process of the City Council as a whole and are used to provide feedback to staff. Subcommittees enable City staff to obtain early feedback from representative members of the City Council on issues affecting public policy prior to their presentation, as necessary, to the full City Council.

Any discussion or feedback expressed or received at a Subcommittee meeting should not be construed or understood to be a decision by or for the City Council. Further, any feedback the Subcommittee may make to the City Council is based on information possessed by the Subcommittee at the time the feedback is made and may be revised or amended upon receipt by the Subcommittee of additional or newer information.

HOW TO REVIEW THE AGENDA. ALL AGENDAS ARE POSTED IN THE CITY HALL ADMINISTRATION BUILDING (150 SOUTH PALM AVENUE, RIALTO) AT LEAST 72 HOURS IN ADVANCE OF THE MEETING. ALL WRITINGS THAT RELATE TO AN OPEN SESSION AGENDA ITEM AT A REGULAR SUBCOMMITTEE MEETING DISTRIBUTED TO ALL OF THE SUBCOMMITTEE WILL BE MADE AVAILABLE AT THE SAME TIME BUT AT LEAST 72 HOURS BEFORE A REGULAR MEETING, FOR PUBLIC INSPECTION ON THE CITY'S WEBSITE AT www.rialtoca.gov AND IN THE OFFICE OF THE CITY CLERK LOCATED AT 290 WEST RIALTO AVENUE, RIALTO, CALIFORNIA (909-820-2519) FROM 7:00 A.M. TO 6:00 P.M., MONDAY THROUGH THURSDAY. ANY PERSON HAVING A QUESTION CONCERNING ANY AGENDA ITEM MAY CALL ADMINISTRATION/UTILITIES DIVISION AT (909-820-2689) TO MAKE INQUIRY CONCERNING THE NATURE OF THE ITEM DESCRIBED ON THE AGENDA.

ITEMS ADDED TO THE AGENDA. CONSISTENT WITH THE RALPH M. BROWN ACT, ADDITIONAL ITEMS MAY BE ADDED TO THE AGENDA AND ACTED UPON BY THE SUBCOMMITTEE ONLY IF IT IS CONSIDERED TO BE A "SUBSEQUENT NEED" OR "EMERGENCY" ITEM AND IS ADDED BY A MAJORITY VOTE. MATTERS RAISED UNDER ORAL COMMUNICATIONS MAY NOT BE ACTED UPON AT THAT MEETING OTHER THAN AS PROVIDED ABOVE.

NEED ADA ASSISTANCE? IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE PUBLIC WORKS DIRECTOR AT (909) 421-7279. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING (28 CAR 35.102-35.104 ADA Title II).

HOW TO ATTEND THE MEETING.

(1) Members of the public may attend the meeting in person.

HOW TO MAKE A PUBLIC COMMENT.

(1) Appear at the meeting and speak during the public comment period. There is a 5-minute time limit.

(2) You may submit a public comment in writing to the Rialto Utility Authority by email at ASKRUA@RIALTOCA.GOV.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

REVIEW/APPROVAL OF MINUTES

[WS-25-0224](#) Minutes from the March 4, 2025, Meeting

Attachments: [Minutes from the March 04 2025 meeting](#)

PRESENTATIONS

[WS-25-0226](#) Updated Presentation on the Rialto Utility Authority Federal and State Grants provided by Jennifer Nevius with Soto Resources.

Attachments: [RUA Grant Program Update Presentation 2025 03 04](#)

[WS-25-0238](#) Request the Water Subcommittee to provide feedback on the Presentation Update on the Marketing Campaign for the Service Line Warranty of America Program and Renewal of the Marketing License Agreement.

Attachments: [City of Rialto Service Line Warranty of America Presentation](#)

REPORTS/DISCUSSION ITEMS

[WS-25-0228](#) Proposed Lot Line Adjustment No. 2022-0016/Certificate of Compliance and accompanying land swap between 160 N Cactus, LLC (Property Owner and Applicant) and the City located at the northwest corner of Cactus Avenue and Rialto Avenue

Attachments: [Attachment 1 - Site Plan](#)

[Attachment 2 - Applicant Properties](#)

[Attachment 3 - City Properties](#)

[Attachment 4 - Before and After Lot Lines](#)

[Attachment 5 - Grant Deeds and LLAs](#)

[WS-25-0229](#) Staff request that the Water Subcommittee provide feedback on the participation in the Rialto-Colton Basin Groundwater effort with a cost-share of \$22,250. (ACTION)

Attachments: [Rialto-Colton Groundwater Mgmt Plan Update_6.25.24](#)

[WS-25-0230](#) Staff request that the Water Subcommittee provide feedback on the participation in the 2025 Regional Urban Water Management Plan to meet the requirements of the Urban Water Management Planning Act with a cost-share of \$38,960. (ACTION)

Attachments: [Attachment 1 - 2025 RUWMP Cost Sharing Letter Agreement](#)

[Attachment 2 - Cost Breakdown](#)

[Attachment 3 - SBVMWD-WSC Consulting Services Agreement for 2025 Regional UV](#)

[WS-25-0231](#)

Utilities Director Update:

1. Update on the CEQA Process for the Dr. June Hayes and Deborah Robertson Habitat Nature Center.
2. Update on the City of Rialto Fire Preparedness efforts.
3. Veolia's Monthly Operations Report (MOR)_March 2025 (reporting period January 2025). (Attachment 1)

Attachments: [Attachment 1_Reporting Period_January 2025_MARCH REPORT](#)

UPCOMING MEETING/FUTURE DISCUSSION ITEMS

ADJOURNMENT



City of Rialto

Legislation Text

File #: WS-25-0224, **Version:** 1, **Agenda #:**

For Water Subcommittee Meeting March 27, 2025

TO: Water Subcommittee Members

APPROVAL: John Rossi, Interim Utilities Director

FROM: Nicole Hemmans, Senior Administrative Analyst

Minutes from the March 4, 2025, Meeting



CITY OF RIALTO
REGULAR MEETING OF THE WATER SUBCOMMITTEE
March 04, 2025 - 10:30 A.M.
MINUTES

The Regular meeting of the Water Subcommittee of the City of Rialto was held in the Civic Center Council Chambers located at 150 S. Palm Avenue, Rialto, California 92376, on Thursday, March 4, 2025.

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CALL TO ORDER

Call to order at 10:35 A.M.

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ROLL CALL

Senior Administrative Analyst Nicole Hemmans took the roll call.

Subcommittee Members / City Staff:

Mayor Joe Baca
Mayor Pro Tem Ed Scott
Tanya Williams, City Manager
Lona Laymon, Deputy City Attorney
John Rossi, Interim Utilities Director
Paul Truffa, Fire Division Chief
Dr. Toyasha Sebbag, Assistant to the City Manager
Nicole Hemmans, Senior Administrative Analyst

Additional Attendees:

Stephen Dopudja, Dopudja & Wells Consulting, Inc.
Peter Luchetti, RWS/Table Rock
Evan Kominsky, Ullico, LLC
Marlon Brosco, RWS/Veolia
Rolf Ohlemutz, RWS/Table Rock
David Terry, RWS/Veolia
Vernon Perry, RWS/Veolia
Anayanci Trejo, Resident

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CLOSED SESSION

- ◆ Deputy Attorney Lona Laymon advised the Water Subcommittee that she requested for the **Closed Session** to be removed from the Water Subcommittee agenda.
 - Mrs. Nicole Hemmans advised that the agenda will be updated for the next Subcommittee Meeting.

PUBLIC COMMENTS

Public comment received on March 04, 2025:

- ◆ Public comment received from City of Rialto resident Anayanci Trejo.
- ◆ The Water Subcommittee's feedback to staff was to take appropriate action regarding Mrs. Trejo's previous sewer fee payments.

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APPROVAL OF MINUTES

Mayor Baca asked if there were any comments pertaining to the minutes.

- ◆ Mayor Pro Tem Scott inquired why the minutes have not been updated.
 - Mr. John Rossi and Mrs. Nicole Hemmans confirmed the minutes are current and updated through the last meeting on January 30, 2025.

Action

- ◆ Mayor Pro Tem Scott made a motion to approve.
- ◆ Mayor Baca seconded.
- ◆ All in favor.
- ◆ Motion passed.

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NEW BUSINESS ITEMS

WS-25-0154 – Provide feedback on the RUAs Water Quality. (ACTION)

Staff requested that the Water Subcommittee provide feedback on the Rialto Utility Authority's Water Quality. (ACTION)

Questions & Comments

- ◆ Mayor Pro Tem Scott presented a water filter from his home that was the color of tea. The filter had been in his system for one week. He is going to have the water quality of the filter tested.
 - Mr. David Terry confirmed that tea-colored water was detected at Willow and has been addressed since then.
- ◆ Mayor Baca suggested offering a schedule for when flushing occurs.
- ◆ Mayor Pro Tem Scott advised that he's getting reports of extensive chlorine in the water and wanted to know if something occurred that required mass chlorination.
 - Mr. Terry advised that RWS/Veolia doesn't change or increase chlorine dosing and stated that RWS/Veolia have no control over the supply of chlorinated water that the City receives from other agencies. RWS/Veolia utilizes on-line

Chlorine Analyzers to ensure dosing is consistent with AWWA standards. The average Chlorine residual delivered is 0.80 mg/l to 1.25 mg/l and is verified with monthly chlorine samples.

- ◆ Mayor Pro Tem Scott asked RWS/Veolia if PFAS is detected in the City's water and wastewater.
 - Mr. Terry advised City 4a is in the general area of the east end complex. The last results for PFOA/PFOS testing included 19 analytes in test panel, found one analyte, PFBS, which was detected at 2.4 parts per trillion(PPT). This is well below the notification level of 500 ppt and the response level of 5,000 ppt.
 - Mr. Brosco advised that the last test for PFAS at the wastewater treatment plant was conducted in 2020, and the results were negative. Currently, the state does not require testing for PFAS in wastewater.
- ◆ Mayor Pro Tem recommended that RWS/Veolia, Rialto City Council members, and utility department staff attend the annual Urban Water Institute Conference.
- ◆ Mayor Baca requested a progress report on PFAS at a future subcommittee meeting.
- ◆ Mayor Pro Tem Scott requested that the Utilities Department and Rialto Fire Department work together to review the Phase-2 Site Assessment for Fire Station 203.

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WS-25-0155 – Request for Feedback on the Utility System Fire Preparedness. (ACTION)

Mr. Rossi provided an update to the Water Subcommittee on Utility System Fire Preparedness and requested feedback. (ACTION)

Questions & Comments

- ◆ Mayor Pro Tem Scott expressed his disagreement with the Fire Department's app system that indicates where fire hydrants are not functioning and suggests the hydrants be bagged when inoperable to make everyone, including residents, visibly aware.

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WS-25-0156 – Utilities Director Update.

Utilities Director Update provided by Mr. Rossi:

1. Update on the RUA/RWS Fiscal 25 – 26 Water and Wastewater Budget Process

2. Update on Various Utility Department Construction Projects
3. Update on Utility Department Grants
4. Veolia's Monthly Operations Report (MOR)_February 2025 (reporting period December 2024)

Questions & Comments

- ◆ Mayor Baca requested staff provide a list of grants that the Rialto Utilities Authority are applying for.

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UPCOMING MEETINGS/OTHER DISCUSSION ITEMS

- ◆ The next Water Subcommittee meeting was confirmed for Thursday, March 27, 2025, at 10 AM.

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ADJOURNMENT

The meeting adjourned at 11:50 AM.

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City of Rialto

Legislation Text

File #: WS-25-0226, **Version:** 1, **Agenda #:**

For Water Subcommittee Meeting March 27, 2025

TO: Water Subcommittee Members

APPROVAL: John Rossi, Interim Utilities Director

Updated Presentation on the Rialto Utility Authority Federal and State Grants provided by Jennifer Nevius with Soto Resources.

RECOMMENDATION:

Staff recommends that the Water Subcommittee receive and file the presentation from Soto Resources.

(RECEIVE AND FILE)

Grant Assistance Program Update 2025

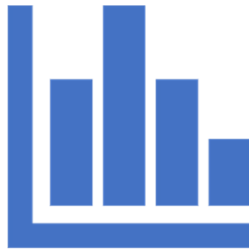
Jennifer Nevius,
Funding Consultant
Soto Resources Team

March 2025

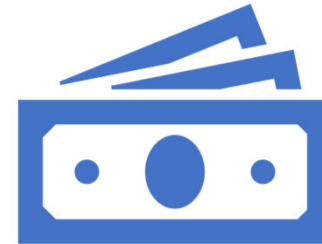




2025 GRANT UPDATE



Funding Research and Strategy
Report



Ongoing Reporting on Funding
Opportunities



2025 GRANT UPDATE



Project Name	Estimated Total Project Cost	Funding
Rialto Habitat Nature Center (RHNC)	\$8 million	\$8 million total (4 funding awards) Fully Funded!
Advanced Metering Infrastructure (AMI)	\$8 million	\$8 million total (2 funding awards) Fully Funded!
Well City 3A Groundwater Treatment System	\$4.5 million	\$4.5 million total (2 funding awards) Fully Funded!
DAC Septic to Sewer Planning	\$425,000	\$425,000 funding requested <i>(Application submitted; awaiting results; Agreement anticipated 2026)</i>



2025 GRANT UPDATE APPLICATIONS SUBMITTED



2022 Community Funded Projects – Rialto Habitat Nature Center Project
Awarded \$1.05 Million!

2022 DWR Urban Community Drought Relief Grant – AMI Project
Awarded \$6.0 Million!

2022 USBR Water and Energy Efficiency Grant – Advanced Metering Infrastructure Project
Awarded \$2.0 Million!

2022 SAWPA OWOW Prop 1 Round 2 – Rialto Habitat Nature Center Project
Awarded \$2.15 Million!



2025 GRANT UPDATE APPLICATIONS SUBMITTED



2023 USBR Drought Resiliency Projects – Well 3A Groundwater Treatment Facility
Awarded \$2.0 Million!

2023 SCAG REAP 2.0 Regional Utilities Supporting Housing – Well 3A Groundwater Treatment
Awarded \$2.5 Million!

2024 USBR Environmental Water Resources Projects – Rialto Habitat Nature Center Project
Awarded \$3.0 Million!

2023 Community Funded Projects – Rialto Habitat Nature Center Project
Awarded \$2.0 Million!



2025 GRANT UPDATE APPLICATIONS SUBMITTED



2022 SAWPA OWOW Prop 1 Round 2 – Shamrock and Meridian Septic to Sewer Project
Runner Up Project; not selected for Award; RHNC Project Already Selected

2023 Bay Area Council California Resiliency Challenge – Rialto Habitat Nature Center Project
Wildfire Feasibility Study **Application Submitted September 2023; Not Selected for Award**

2023 Clean Water State Revolving Fund – Disadvantaged Communities Septic-to-Sewer
Application submitted December 2023; Pending Review; Requested \$425,000

2024 USBR, Aquatic Ecosystems Restoration Project – Rialto Habitat Nature Center Project
Application Submitted January 2024; Not Selected for Award



2025 GRANT UPDATE

\$20.7 Million Total Funding Awarded
Since June 2021

\$425,000 Funding Pending
1 Application Submitted



2025 GRANT UPDATE OTHER PROJECT TYPES - FUNDING RESEARCH



- Generators for Backup Power
- Trail Construction Planning
- Septic to Sewer Conversion Implementation
- Service Line Upgrades



2025 GRANT UPDATE



Thank you!



City of Rialto

Legislation Text

File #: WS-25-0238, **Version:** 1, **Agenda #:**

For Water Subcommittee Meeting March 27, 2025

TO: Water Subcommittee Members

APPROVAL: John Rossi, Interim Utilities Director

Request the Water Subcommittee to provide feedback on the Presentation Update on the Marketing Campaign for the Service Line Warranty of America Program and Renewal of the Marketing License Agreement.

RECOMMENDATION:

Staff requests that the Water Subcommittee provide feedback on the Presentation Update on the Marketing Campaign for the Service Line Warranty of America Program and Amendment Number 2, which renews the Marketing License Agreement with Service Line Warranty of America, Inc.

ANALYSIS/DISCUSSION:

On April 24, 2018, at a City Council meeting, the City Council/Rialto Utility Authority approved the Marketing License Agreement to allow Service Line Warranties of America, Inc. (SLWA) to provide warranty protection and repair programs to help homeowners in the City of Rialto with in-home plumbing, water or sewer line repairs.

At the November 29, 2023, City Council meeting, the City Council/Rialto Utility Authority approved Amendment 1 to the Marketing Agreement, restructuring the compensation to the City by eliminating the royalty to the City from the agreement. This change resulted in a cost reduction for Rialto residents participating in the program, equating to a monthly savings of \$0.75 per policy.

Bill Coffey with Service Line Warranty of America will provide a presentation updating the Water Subcommittee on the marketing campaign for the insurance program. A PowerPoint presentation is included as **Attachment 1**, and the proposed Amendment 2 renewing the Marketing License Agreement as **Attachment 2**.

FINANCIAL IMPACT:

Operating Budget Impact

No impact to the operating budget.



by



City of Rialto - Partnership Overview Service Line Warranty Program



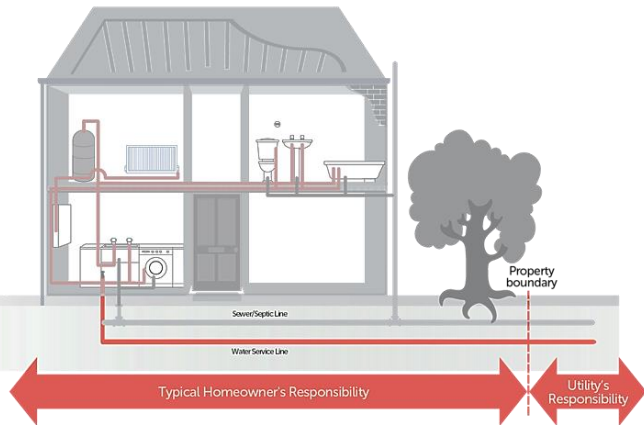
Products Offered to Rialto's Residents



Water Service Line

What's Covered:

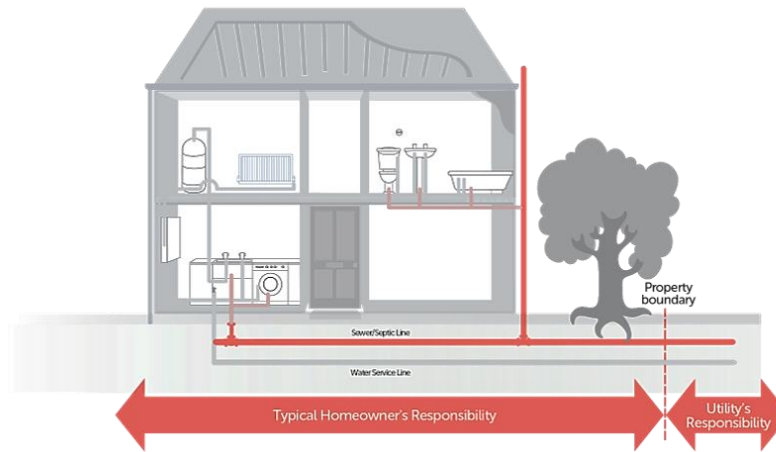
- Repair or replacement, due to normal wear and tear, of a permanently blocked, leaking, or low-pressure line that provides fresh water to the home from the utility responsibility
- Coverage from the water meter/curb box to the main shut-off valve



Sewer Septic Line

What's Covered:

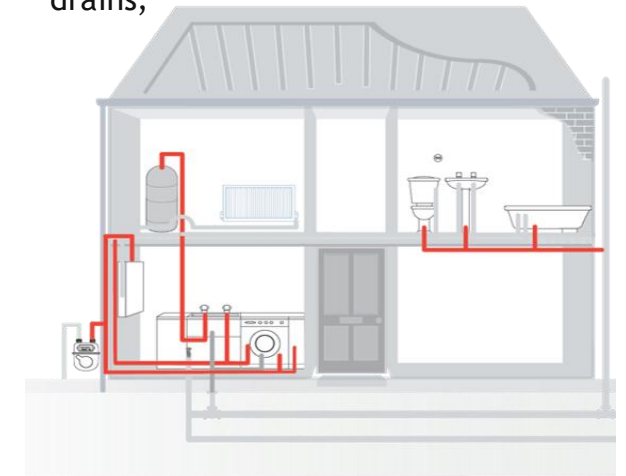
- Repair or replacement of a leaking or permanently blocked sewer or septic service line from the external wall of your home to the sewer main.
- The plan includes all service call charges, labor and materials for covered repairs within the benefit limits.



Interior Plumbing & Drainage

What's Covered:

- Repair or replacement of a blocked or leaking interior plumbing & drainage system that is damaged due to normal wear and tear.
- Blocked drains, leaking, unblocking an overflowing toilet or sink due to clogged drains,



City of Rialto & SLWA Partnership Overview

Launched April 2018



Service Plan Breakdown

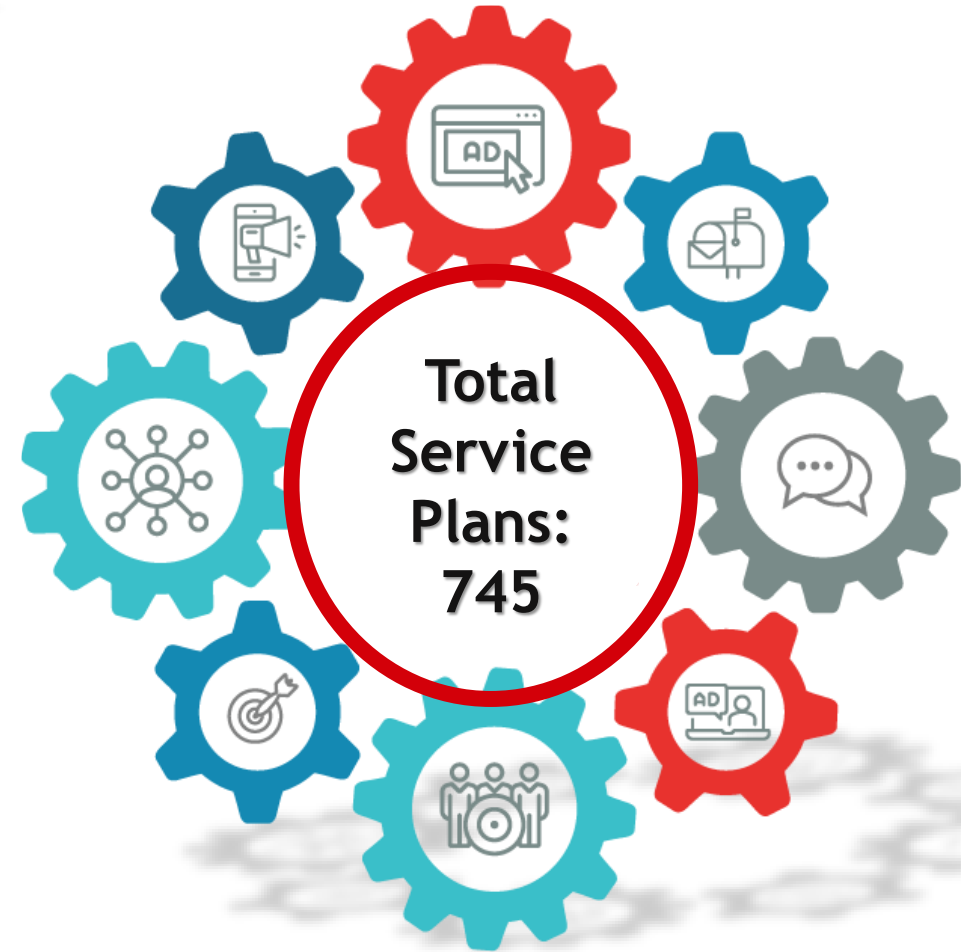
Products & Enrollment Channels

Products

- Water Service Line: 42% - *totaling 314 service plans*
- Sewer/Septic Line: 45% - *totaling 333 service plans*
- Interior Plumbing & Drainage: 13% - *totaling 98 service plans*

Enrollment Channels

- Direct Mail: 57% - *totaling 421 service plans*
- Phone: 23% - *totaling 173 service plans*
- Web: 20% - *totaling 151 service plans*



Partnership Communications: SLWA Website Integration

Website Integration:

- SLWA Content added to City of Rialto's website.
- Would include information regarding our program and the products that are available to your customers.
- Validates the relationship between us and the City.



Water & Sewer Services

Set Up New Service

- To set up new service you could either call or go into the office:
 - Office Location
Rialto Water Services
437 N Riverside
Rialto, CA 92376
 - Call Information: Customer Service Phone: 909-820-2546
- A deposit is required to establish new service. The amount of deposit is based on the size of your water meter and the average monthly bill for the previous year. Please call 909-820-2546 for deposit amounts.

SLWA Insurance Services

<<Partner Name>> has arranged for SLWA Insurance Services, an independent home repair company separate from <<Partner name>>, to offer optional [emergency repair service plans](#)* to <<Partner>> residential customers for customer-owned utility equipment. Plans from SLWA include:



- Exterior Water Line Coverage
- Exterior Sewer/Septic Line Coverage
- Interior Plumbing and Drainage Coverage

*These are optional and customers are under no obligation to purchase services from SLWA to receive water service from <<Partner Name>>. If you would prefer, you can opt out of receiving communications related to these services by calling <<XXX-XXX-XXXX>>.


Partnership Communications: Media Integration

Newspaper or Newsletter Print Ad:

- As part of the general awareness campaign, print type ads can be placed in local publications that serve the community.
- This can give customers a heads up on upcoming mailings and what they can expect.


Twitter, Facebook, Instagram:

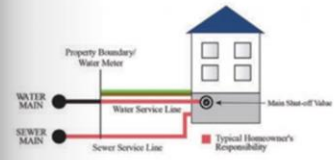
- Educating homeowners about their service line responsibilities, and make them aware of the optional protection SLWA offers for the water and sewer service lines that connect their homes to the utility systems.



NLC Service Line Warranty Program
by
HomeServe
Presentation for Golden Hills Community Services District







FAQ Summary

Why is GHCSO announcing plans from SLWA to their customers?
This program was brought to GHCSO through a National League of Cities program administered by SLWA. Through the program, educational materials will be sent to customers, informing them of their responsibility to maintain the utility service lines on their property, connecting their homes to the utility water and sewer systems.

Doesn't my homeowners insurance already cover these repairs?
SLWA encourages customers to call their insurance company to determine their actual coverage. This program is not homeowners insurance, it is an optional emergency repair plan that schedules and pays contractors directly for covered repairs. Specific information is available by contacting SLWA directly.

Why does SLWA use GHCSO's logo in its marketing materials?
SLWA has been recognized as the trusted administrator of the utility line repair plans endorsed by the National League of Cities (NLC). Many cities and utilities today are using public/private partnerships and they have been successful in keeping

Continued on page 12

Homeowner Protection Program for Golden Hills Community Services District Customers

Golden Hills Community Services District (GHCSO) is introducing SLWA Insurance Services (SLWA) to residents. SLWA educates residents about their service line responsibilities and makes them aware of optional protection for the water and sewer service lines that connect their homes to the utility systems. The coverage is voluntary and administered by SLWA, not by GHCSO. Be sure to check your mail as you will begin to receive informational mailers providing further details, costs for service and sign up forms.

Many residents are not aware that they are responsible for repairs to the service lines on their property after the water meter, and, in the event of a service line leak or break, the homeowner is responsible for arranging and paying for the repair.

"As homes age along with the infrastructure serving them, SLWA plans can provide residents with an optional solution so they can be prepared for this type of unexpected repair." Tom Rusin, CEO of SLWA parent HomeServe North America. "Our service plans not only cover the cost of the repair, but they also provide homeowners with reputable, local contractors who will do the best possible job. We're pleased to be offering Golden Hills Community Services District customers these plans and look forward to the opportunity to provide homeowners with the assistance they need when faced with a home repair emergency."

The SLWA Program helps protect against repairs needed to utility service pipes on homeowners' property. Repairs to these pipes

located immediately after the water meter are not covered by GHCSO, and a basic homeowners insurance policy usually doesn't cover normal wear-and-tear to these pipes. Homeowners should review their policy and carefully weigh the benefits of this program.

If a participating resident's service line needs to be repaired, they can call the SLWA 24-hour hotline to schedule a repair. SLWA will dispatch a local, licensed and insured contractor familiar with local code to complete the repair. There are no service fees or deductibles, and covered repairs are guaranteed for one year. This program is voluntary for homeowners, provided at no cost to GHCSO and no public funds are used to promote or administer the program. There is no obligation for homeowners to participate.

About SLWA Insurance Services

SLWA Insurance Services (SLWA) is part of HomeServe North America (HomeServe), a leading provider of home repair solutions serving nearly 5 million customers across the U.S. and Canada. SLWA is the trusted source of utility line protection programs endorsed by the National League of Cities. Together with HomeServe, founded in 2003, SLWA is dedicated to administering best-in-class repair plans and delivering superior customer service to customers in over 1,300 cities, municipalities and utilities.

NLC Service Line Warranty Program by HomeServe

Offering services for over 20 years

4.8 out of 5 stars customer satisfaction

NLC NATIONAL LEAGUE OF CITIES Program endorsed since 2010

HomeServe Key Statistics*

- Over 4.8 million customers
- Over 8.5 million policies
- Over 1,200 municipal and utility partnerships
- Job serviced every 34 seconds
- Customer savings to date: over \$2 Billion

* As of January 2023

"The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years."

Clarence Anthony, Executive Director National League of Cities

ACCREDITED BUSINESS

©2021 HomeServe USA Corp. PROPRIETARY AND CONFIDENTIAL

Partnership Next Steps: Renewal Agreement

- Sign Renewal Agreement for an additional three, 1 year terms - effective date will be April 2024.
- City of Rialto and SLWA to work together on media communications to residents of our program.
- Direct Mail: SLWA to market program to residents up to 3 mailings per year. Each mailing will consist of:
 - Outer Envelope with City Logo
 - Lift Note - “A message from the City”
 - Offer Letter to Enroll

**PRIGRT STD
U.S. POSTAGE
PAID
MAILED FROM
ZIP CODE 92310
PERMIT NO. 750**

**SLWA
Insurance Services**

Date:	<<X/uXXX>>
Response Requested:	Within 30 Days

— Information Regarding Your Water and Sewer/Septic Lines —

Dear <<Sample A. Sample>>,
Many homeowners are not aware that repairs to the exterior water service and sewer/septic lines that run on their property are the responsibility of the homeowner. Your property at <<Serv_Address1_xxxxxxx>> is not covered with Exterior Water Service Line Coverage or Exterior Sewer/Septic Line Coverage administered by SLWA Insurance Services (SLWA) and issued by Virginia Surety Company, Inc.

The water service and sewer/septic lines buried underground are subjected to changing soil conditions, ground shifting and corrosion, which may cause a sudden breakdown, leaving you responsible for the cost of repair or replacement. Replacement of these lines can be expensive—costing you thousands of dollars in unforeseen expenses—and that may be hard on a budget.

SLWA is offering eligible homeowners protection for repairs to their water service and sewer/septic lines. So you're invited to enroll in Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage from SLWA. These voluntary service line repair programs provide repair coverage for your exterior water service or well and exterior sewer/septic lines. These programs provide a 24-hour emergency hotline, available 365 years to schedule a repair, and have no deductible.

Benefit Amount: Up to \$8,500 per service call with as many service calls as you need for covered water service line repairs
Up to \$8,500 per service call with as many service calls as you need for covered sewer/septic line repairs

Property Address: <<Serv_Address1>>
<<Serv_Address2>>

City: <<Serv_City>>

— Important —

Take action to help protect the exterior water service and sewer/septic lines on your property. Complete and return the enclosed form or call SLWA at 1-844-257-8796 to accept this optional coverage. Coverage begins 30 days after your form is processed. During this 30-day review period, you can decide if coverage is right for you. Choose protection starting for as little as \$6.33 per month to help protect your lines from the high cost of covered repairs. This program is managed by SLWA, and no public funds were used for the mailing of this letter. For fastest processing, please visit www.slwa6.com.

Please respond within 30 days.

Sincerely,
SLWA Insurance Services

A message from the City of Rialto

The City of Rialto is announcing that protection plans from SLWA Insurance Services (SLWA) are available to Rialto homeowners. The plans are completely optional, and it is up to you to decide if any of them are right for you. Whatever you decide, the City of Rialto considers it a privilege to be your water utility and is committed to providing you service, quality and value.

The enclosed information is from SLWA for your review. If you prefer not to receive information on these protection plans in the future, please call SLWA at 1-844-257-8796 to opt out.

The City of Rialto

SLWA Insurance Services ("SLWA"), California License #0L71169, with corporate offices located at 4000 Town Center Boulevard, Suite 400, Canonsburg, PA 15317, is an independent company separate from your local utility or community and offers and administers this optional home protection plan as an authorized representative of Virginia Surety Company, Inc., 175 West Jackson Blvd., 8th Floor, Chicago, IL 60604, the home protection plan issuer. Your choice of whether to purchase this plan will not affect any service you have with your local utility or community. See eligibility requirements and coverage limitations in this package.

©ZU21 HomeServe USA Corp. PROPRIETARY AND CONFIDENTIAL



Thank you for your
partnership



**REINSTATEMENT AND AMENDMENT NUMBER 2 TO MARKETING LICENSE
AGREEMENT**

EFFECTIVE DATE OF REINSTATEMENT AND AMENDMENT: April 24, 2024

THIS REINSTATEMENT AND AMENDMENT NUMBER TWO (“Amendment No. 2”) to the **MARKETING LICENSE AGREEMENT** dated as of April 24, 2018 (as amended by Amendment No. 1 thereof effective November 29, 2023, the “**Agreement**”), is by and between Service Line Warranties of America, Inc. (“**Service Line Warranties**”), Utility Service Partners Private Label, Inc. d/b/a SLWA Insurance Services (“**USPPL**”, and together with Service Line Warranties, “**Company**”) and City of Rialto/Rialto Utility Authority (“**RUA**”). Each of Service Line Warranties, USPPL and RUA are referred to herein singularly as “**Party**” and collectively as the “**Parties**”. Capitalized terms used in this Amendment No. 1 not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, the Agreement expired on April 24, 2024 (“**Expiration Date**”); and

WHEREAS, RUA and Company desire to reinstate and extend the term of the Agreement as if there were no expiration;

NOW, THEREFORE, in consideration of the mutual covenants and promises as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The Agreement is hereby reinstated in its entirety as of the Effective Date.
2. Section 3 of the Agreement is hereby amended by deleting the first sentence it in its entirety and replacing it with the following:

“The term of this Agreement (“**Term**”) shall be for three (3) years commencing on April 24, 2024. The Agreement will automatically renew for three (3) additional one (1) year terms (“**Renewal Term**”) unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement.”

Except as otherwise modified or amended by this Amendment No. 1, all other provisions, terms and conditions of the Agreement remain unchanged and in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 2 as of the Effective Date set forth above.

SERVICE LINE WARRANTIES OF AMERICA, INC.

By: DocuSigned by:
Michael Backus
0F9AA4D707BA476

Printed Name: Michael Backus

Title: Chief Growth Officer

Date: 6/24/2024

CITY OF RIALTO/RIALTO UTILITY AUTHORITY, a municipal corporation

By: _____

Printed Name: Tanya Williams

Title: City Manager

Date: _____

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SLWA INSURANCE SERVICES

By: DocuSigned by:
Michael Backus
0F9AA4D707BA476

Printed Name: Michael Backus

Title: Chief Growth Officer

Date: 6/24/2024



City of Rialto

Legislation Text

File #: WS-25-0228, **Version:** 1, **Agenda #:**

For Water Subcommittee Meeting March 27, 2025

TO: Water Subcommittee Members

APPROVAL: John Rossi, Interim Utilities Director

FROM: Matt Bennett, City Engineer

Vince Giron, Engineering Manager - Land Development

Proposed Lot Line Adjustment No. 2022-0016/Certificate of Compliance and accompanying land swap between 160 N Cactus, LLC (Property Owner and Applicant) and the City located at the northwest corner of Cactus Avenue and Rialto Avenue

RECOMMENDATION

Staff recommends that the Water Subcommittee review the proposed Lot Line Adjustment No. 2022-0016/Certificate of Compliance and accompanying land swap between the Applicant and the City.

BACKGROUND:

On October 25, 2023, the City Planning Commission approved Precise Plan of Design (PPD) 2022-0056 to allow for the development of a 159,700 square-foot industrial warehouse building on the Applicant's parcels located at the northwest corner of Cactus Avenue and Rialto Avenue (**Attachment 1**). The Applicant owns three (3) separate parcels, consisting of two (2) Assessor Parcel Numbers 0128-141-70 and 0128-141-72, that total 7.93 acres at 160 N Cactus Ave (**Attachment 2**). These lots are currently vacant and have the practical effect of land-locking two (2) parcels, consisting of APNs 0128-141-49 (0.306 acres) and 0128-141-63 (0.026 acres), owned by the City of Rialto that total 0.332 acres (**Attachment 3**).

The City parcels are currently utilized for City of Rialto Water facilities and access to the parcels is from Rialto Avenue through a recorded access easement encumbering a portion of the Applicant's site.

ANALYSIS/DISCUSSION:

The Applicant is requesting to fulfill the requirements of PPD 2022-0056 for implementation of the project and in accordance with the following conditions of approval:

Condition of Approval No. 9: Agree to reconfigure the existing parcel lines of the property in order to provide enhanced access and operation of the City's water well and associated facilities. [Applicant further agreed to] submit a Lot Line Adjustment to modify the existing parcel configuration as proposed prior to the issuance of a building permit."

Condition of Approval No. 117: "The existing parcels shall be combined into a single parcel, or a lot

line adjustment shall be done so that the proposed structure(s) does not cross any lot line and complies with all requirements of the California Building Code, prior to any building permits being issued.”

In coordination with the City, the Applicant proposes to modify the existing parcel configuration through a Lot Line Adjustment application that would involve a land swap to reconfigure the water facility into the southwest corner of the Site along with the Rialto Avenue frontage (**Attachment 4**).

This Lot Line Adjustment and land swap represents a mutually advantageous opportunity for both the City and the Applicant. It allows the Applicant to meet the Conditions of Approval required in PPD 2022-0056 while enabling the City to establish direct fee title access to the public right of way. Upon approval and recordation of the Lot Line Adjustment and related grant deeds, the City will own 0.311 acres and the Applicant will own 7.926 acres for development of the project. Thus, the City will gain a small portion of the Applicant’s land and contiguous access through this process (**Attachment 5**).

The proposed Lot Line Adjustment and related land swap are compatible with the environmental characteristics and lot sizes of the adjacent area. Such alterations will allow the City to obtain access from its property to the public right of way and will further result in a more aesthetic frontage. Additionally, the Applicant has agreed to process a second Lot Line Adjustment to merge the two City owned parcels on the City’s behalf. Thus, the City will benefit from additional land, access to the public right of way, and a processed Lot Line Adjustment that will better suit the property’s needs.

The Lot Line Adjustment and land swap would optimize the Applicant’s use of their property and create more usable space that better accommodates the size and layout of the proposed development. In addition to more efficient use of the land, the Applicant would no longer have an easement over the southwestern portion of their property.

ENVIRONMENTAL IMPACT

The environmental impact of the proposed lot swap and Lot Line Adjustment was considered at the time of approval of PPD 2022-0056 through Environmental Assessment Review No. 2022-0054 and the Initial Study/Mitigated Negative Declaration prepared for the project.

GENERAL PLAN CONSISTENCY

Approval of the proposed action also complies with the following City of Rialto Guiding Principles, General Plan Goals and Policies:

Our City government will lead by example, and will operate in an open, transparent and responsive manner that meets the needs of the citizens and is a good place to do business.

LEGAL REVIEW

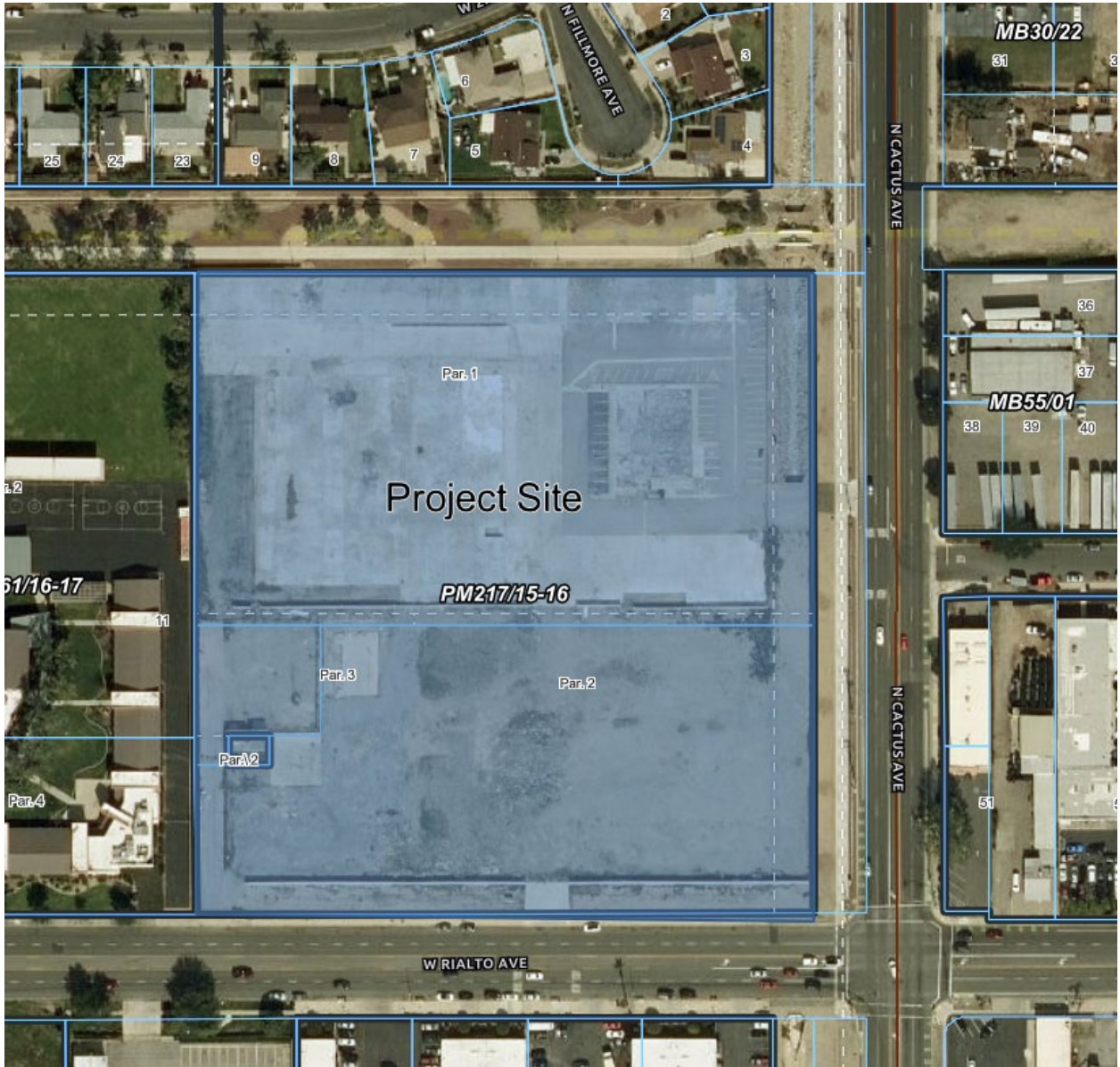
The City Attorney’s Office has reviewed the staff report.

FINANCIAL IMPACT

The Lot Line Adjustment and land swap will not have a financial impact on the City, rather, the City will enjoy the benefit of enhanced access, landscaping, fencing, and street frontage improvements at no cost to the City.

ATTACHMENT 1

Site Plan (not to scale)



Attachment B
Applicant Owned Properties



APN: 0128-141-70-0000

SIZE: 4.39 acres



APN: 0128-141-72-0000

SIZE: 3.54

**Attachment 3
City Owned Properties**



**APN:
0128-141-63-0000
SIZE: .31 acres**

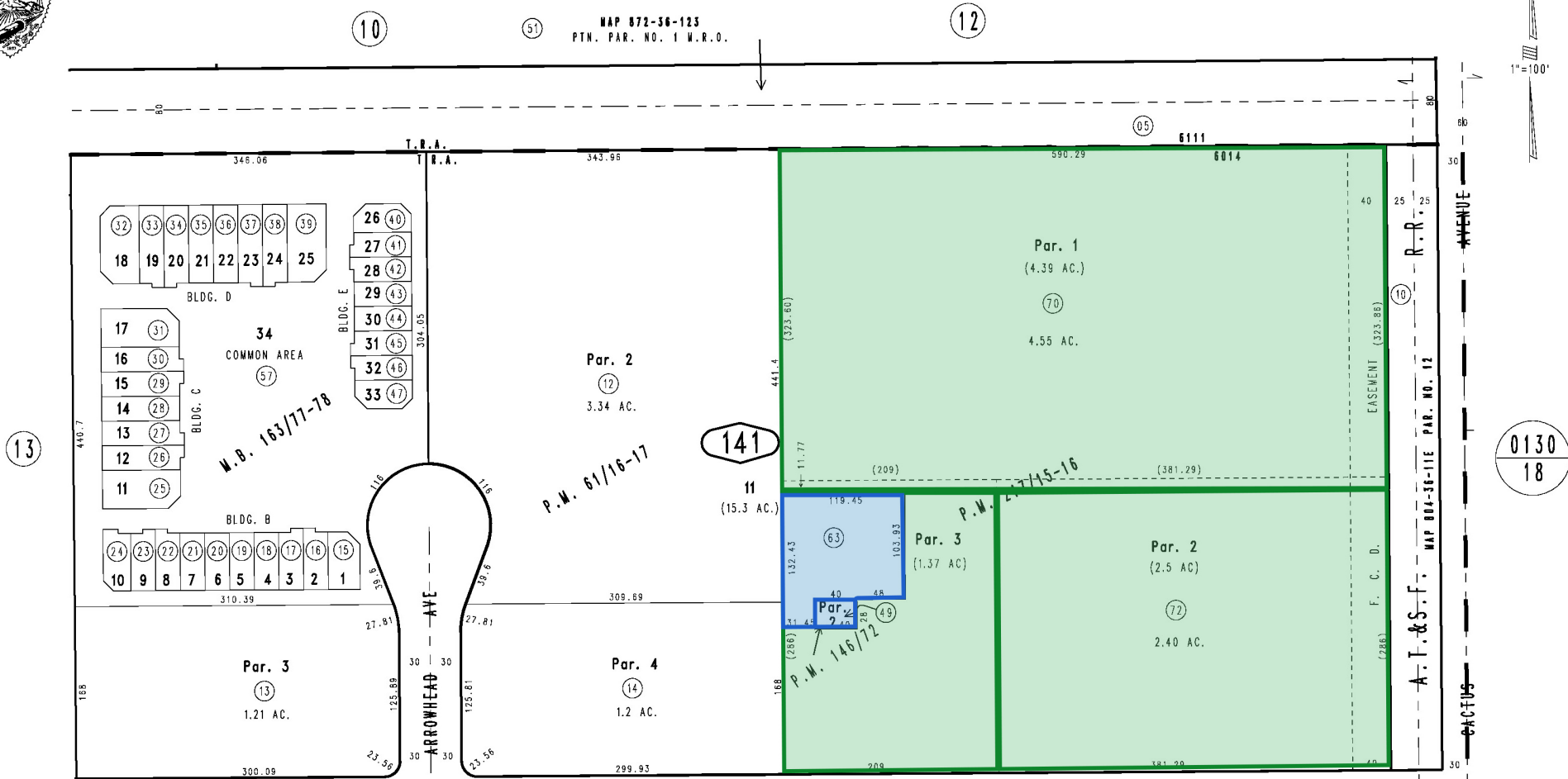


**APN:
0128-141-49-0000
SIZE: .03 acres**

Existing Lot Line Configuration



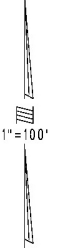
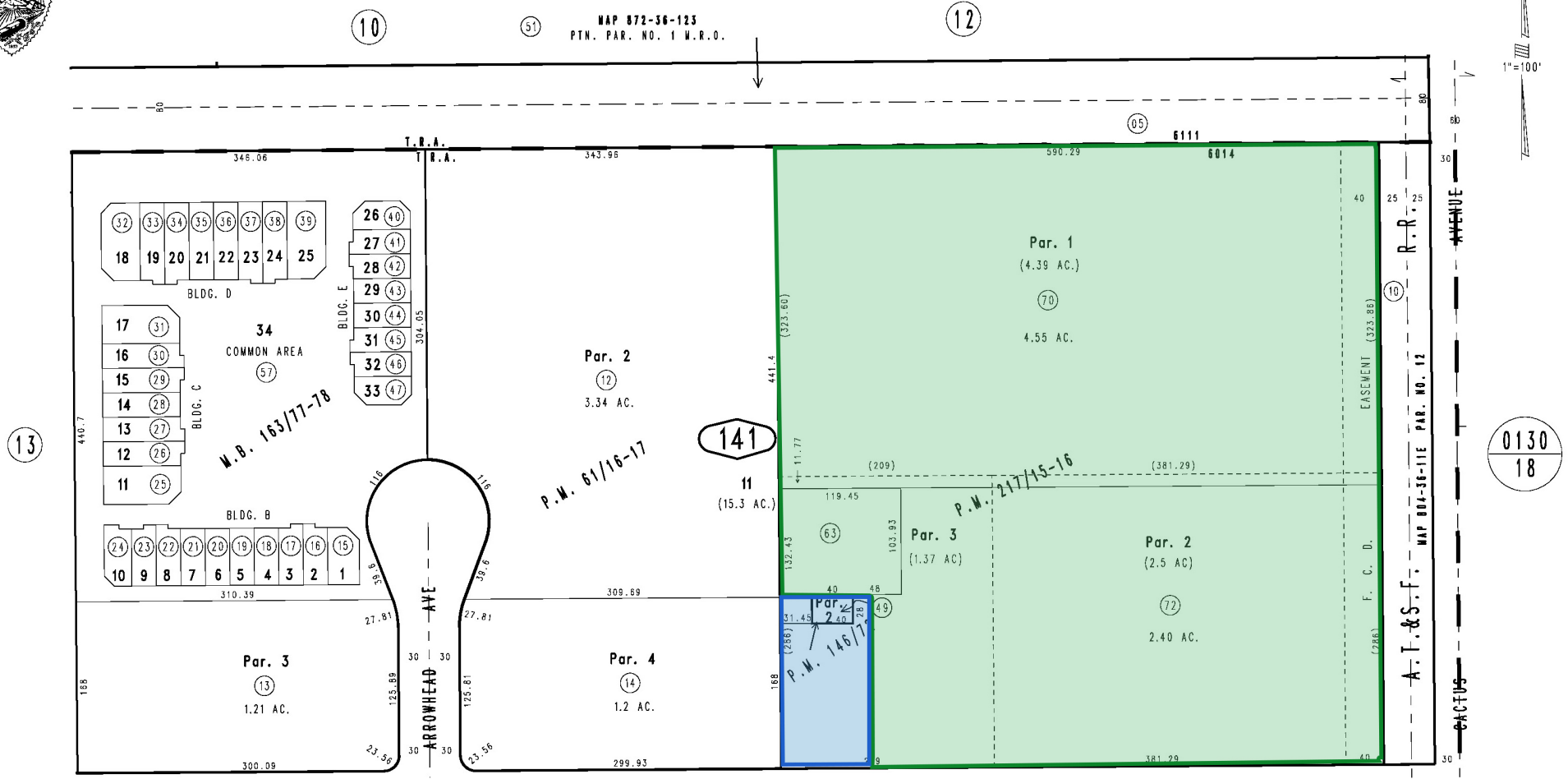
LPC
 City



Proposed Lot Line Configuration



LPC
 City



0130
 18

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

**City of Rialto
Engineering Services Department**

AND WHEN RECORDED MAIL TO:

**City of Rialto
Attn: City Clerk
150 S. Palm Ave.
Rialto, CA 92376**

(FOR RECORDERS USE ONLY)

Pursuant to Government Code Section 6103, this document is being recorded as a benefit to the City of Rialto and recording fees shall not apply.

PPD 2022-0056

NO DOCUMENTARY STAMP IS NEEDED

APN(s): 0128-141-63, 0128-141-70, and 0128-141-72

**LOT LINE ADJUSTMENT NO. 2022-0016 AND CERTIFICATE OF COMPLIANCE
OWNER'S AFFIDAVIT**

IN ACCORDANCE WITH CITY OF RIALTO, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA

We, the undersigned, do hereby certify that we are all and the only parties having any record title interest in the property as described in the attached Lot Line Adjustment (LLA) and as further described and shown on Exhibits "A" and "B", respectively, attached hereto, and do hereby approve of, join in, and consent to the preparation and execution of this Affidavit for LLA as described in the attached exhibits.

As to Parcel A-1 of Exhibit "A" of LLA2022-0016:

_____	160 N CACTUS OWNER, LLC, a Delaware limited liability company
Owner Signature	_____
	Company

_____	_____
Print Name	Title

As to Parcel B-1 of Exhibit "A" of LLA2022-0016:

_____	THE CITY OF RIALTO, a Municipal Corporation
Owner Signature	_____
	Company

_____	_____
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 _____ }
} SS
COUNTY OF _____ }
_____ } SS
}

On _____,
before me, _____,
Notary Public,
DATE _____
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 signatures(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. (Seal)

WITNESS my hand and official seal.

Signature of Notary (Seal)

STATE OF _____
COUNTY OF _____ }

On _____, before me, _____, Notary Public,
DATE _____
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 signatures(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. (Seal)

WITNESS my hand and official seal.

Signature of Notary (Seal)

LOT LINE ADJUSTMENT NO. 2022-0016 AND CERTIFICATE OF COMPLIANCE

The City of Rialto has examined this Lot Line Adjustment (LLA) in conformance with Section 66412 (d) of the Government Code of the State of California. This LLA Adjustment is not a permit to develop the property. Notwithstanding this LLA, all requirements of any County, State, Federal, or other agency that regulates development of real property, including but not limited to, zoning, land division, agricultural preserves, and building codes, must be met at the time of application for any permits or grant of approval for development. In addition, this LLA does not indicate or verify the legality of the use of structures on the property (if any).

This certificate relates only to issues of compliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto.

APPROVED: _____ DATE: _____

Matthew Bennett
City Engineer
City of Rialto

EXHIBIT "A"
LEGAL DESCRIPTION AFTER LOT LINE ADJUSTMENT
LLA 2022-0016 AND CERTIFICATE OF COMPLIANCE

PARCELS A, B AND C OF CERTIFICATE OF COMPLIANCE NO. 206, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED SEPTEMBER 11, 2013, AS INSTRUMENT NO. 2013-0400193 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL A-1

BEGINNING AT THE NORTHWESTERLY CORNER OF THE ABOVE MENTIONED PARCEL A;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL A, NORTH 89°58'28" EAST 590.29 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL A;

THENCE LEAVING SAID NORTHERLY LINE ALONG THE EASTERLY LINES OF SAID PARCELS A AND THE ABOVE MENTIONED PARCEL B, SOUTH 00°05'30" EAST 609.86 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL B, SAID POINT ALSO BEING A POINT ON THE NORTH LINE OF RIALTO AVENUE;

THENCE LEAVING SAID EASTERLY LINE ALONG THE SOUTHERLY LINE OF SAID PARCEL B, NORTH 90°00'00" WEST 503.84 FEET TO A POINT ON A LINE BEING ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF A 15.00 FEET WIDE EASEMENT RECORDED AUGUST 12, 2014, AS INSTRUMENT NO. 2014-0292192 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE LEAVING SAID SOUTHERLY LINE ALONG THE SOUTHERLY PROLONGATION AND LAST SAID EASTERLY LINE, NORTH 00°05'30" WEST 169.96 FEET TO THE SOUTHERLY LINE OF PARCEL A OF GRANT DEED RECORDED AUGUST 12, 2014, AS INSTRUMENT NO. 2014-0292191 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE LEAVING LAST SAID EASTERLY LINE ALONG SAID SOUTHERLY LINE, SOUTH 89°24'15" WEST 15.00 FEET TO THE NORTHEASTERLY CORNER OF PARCEL 2 OF PARCEL MAP NO. 12456, AS SHOWN ON MAP FILED IN BOOK 146 PAGE 72 OF PARCEL MAPS, RECORDS OF SAID COUNTY;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 2 AND ITS WESTERLY PROLONGATION, NORTH 90°00'00" WEST 71.45 FEET TO THE WESTERLY LINE OF THE ABOVE MENTIONED PARCEL C;

THENCE LEAVING SAID WESTERLY PROLONGATION ALONG THE WESTERLY LINE OF SAID PARCELS C AND A, NORTH 00°05'30" WEST 439.80 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7.926 ACRES, MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION AFTER LOT LINE ADJUSTMENT
LLA 2022-0016 AND CERTIFICATE OF COMPLIANCE

PARCEL B-1

BEGINNING AT THE SOUTHWESTERLY CORNER OF THE AFOREMENTIONED PARCEL C;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL C AND THE AFOREMENTIONED NORTH LINE OF RIALTO AVENUE, SOUTH 90°00'00" EAST 86.45 FEET TO A POINT ON A LINE BEING ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF A 15.00 FEET WIDE EASEMENT RECORDED AUGUST 12, 2014, AS INSTRUMENT NO. 2014-0292192 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE LEAVING SAID SOUTHERLY LINE ALONG THE SOUTHERLY PROLONGATION AND SAID EASTERLY LINE, NORTH 00°05'30" WEST 169.96 FEET TO THE GENERAL SOUTHERLY LINE OF PARCEL A OF GRANT DEED RECORDED AUGUST 12, 2014, AS INSTRUMENT NO. 2014-0292191 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE LEAVING SAID EASTERLY LINE ALONG SAID GENERAL SOUTHERLY LINE SOUTH 89°24'15" WEST 15.00 FEET TO THE NORTHEASTERLY CORNER OF THE ABOVE MENTIONED PARCEL 2;

THENCE ALONG THE EASTERLY, SOUTHERLY AND WESTERLY LINES OF SAID PARCEL 2 THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 00°05'30" EAST 28.00 FEET;
- 2) NORTH 90°00'00" WEST 40.00 FEET;
- 3) NORTH 00°05'30" WEST 28.00 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 2;

THENCE LEAVING SAID WESTERLY LINE ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID PARCEL 2 NORTH 90°00'00" WEST 31.45 FEET TO THE WESTERLY LINE OF SAID PARCEL C;

THENCE LEAVING SAID WESTERLY PROLONGATION ALONG THE WESTERLY LINE OF SAID PARCEL C SOUTH 00°05'30" EAST 169.80 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.311 ACRES, MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION AFTER LOT LINE ADJUSTMENT
LLA 2022-0016 AND CERTIFICATE OF COMPLIANCE

SUBJECT TO ALL EXISTING CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHTS OF WAY OF RECORD IF ANY.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

Jeffrey J. Lenherr

JEFFREY J. LENHERR
P.L.S. 9305

12/2/2024

DATE



EXHIBIT "B"

SHEET 1 OF 4

AFTER LOT LINE ADJUSTMENT
LLA 2022-0016 AND CERTIFICATE OF COMPLIANCE

COURSE DATA

- ① N90°00'00"W 71.45'
- ② N89°24'15"E 15.00'

P.O.B. PARCEL A-1
NWLY CORNER PARCEL A
CERTIFICATE OF
COMPLIANCE NO. 206

SOUTHERN PACIFIC RAILROAD

PARCEL MAP
NO. 6021
P.M.B. 61/16-17

N00°05'30"W 609.60'
439.80'

N89°58'28"E 590.29'

NE'LY CORNER
PARCEL B

PARCEL A
APN: 0128-141-70

CERTIFICATE OF COMPLIANCE NO. 206
INSTRUMENT NO.
2013-0400193, O.R.

50'

30'

A.T. & S.F. RAILROAD R/W
N00°05'30"W 609.86'

CL CACTUS AVE

LOT LINE TO BE REMOVED

PARCEL "A"
INSTRUMENT NO.
2014-0292191, O.R.
APN: 0128-141-63

SEE
DETAIL
"B"
SHEET 3

PARCEL A-1
7.926 ACRES

NOT A PART
PARCEL NO. 2
PARCEL MAP
NO. 12456
P.M.B. 146/72
APN: 0128-141-49

PARCEL
B-1
0.311
ACRES
86.45'

PARCEL
C
N00°05'30"W 169.96'

LOT LINE TO BE REMOVED

PARCEL B
APN: 0128-141-72

SE'LY CORNER
PARCEL B

50'

30'

P.O.B. PARCEL B-1
SWLY CORNER PARCEL C

50'

N90°00'00"W 590.29'

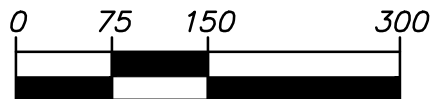
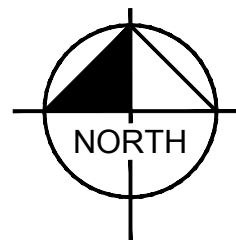
50'

CL RIALTO AVENUE



PREPARED BY ME OR UNDER MY DIRECTION

Jeffrey J. Lenherr
JEFFREY J. LENHERR 12/2/2024
P.L.S. 9305



SCALE 1" = 150'

LEGEND

- APN ASSESSOR'S PARCEL NUMBER
- CL CENTERLINE
- P.M.B. PARCEL MAP BOOK
- P.O.B. POINT OF BEGINNING

Kimley»Horn

1100 TOWN AND COUNTRY ROAD SUITE 700 ORANGE CA 92868
PHONE: 657-452-0200
jeff.lenherr@kimley-horn.com

EXHIBIT "B"

SHEET 2 OF 4

AFTER LOT LINE ADJUSTMENT
LLA 2022-0016 AND CERTIFICATE OF COMPLIANCE
SOUTHERN PACIFIC RAILROAD

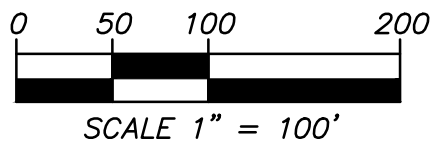
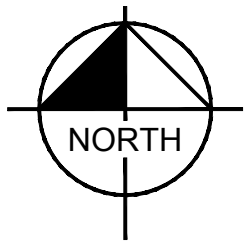
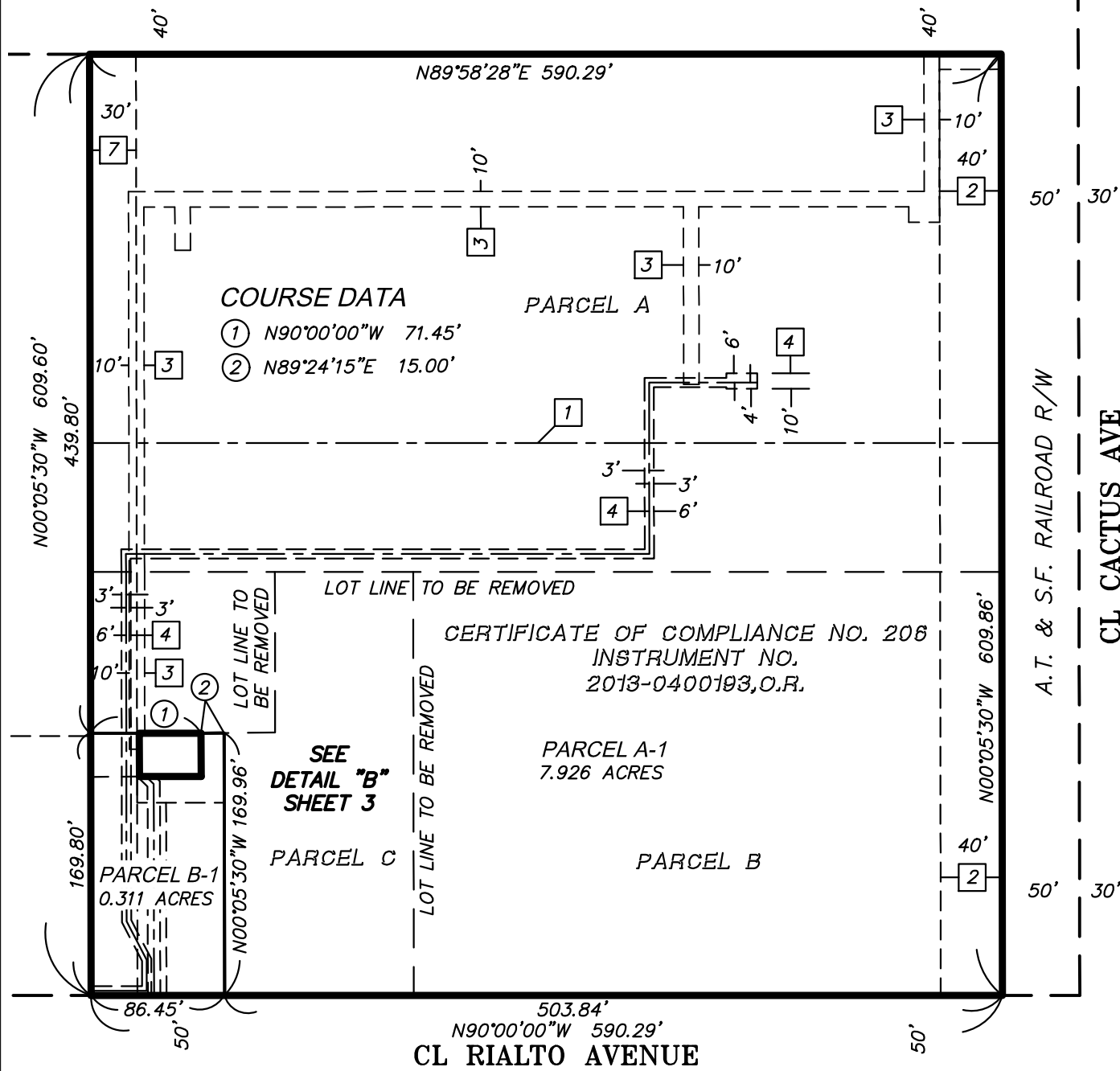
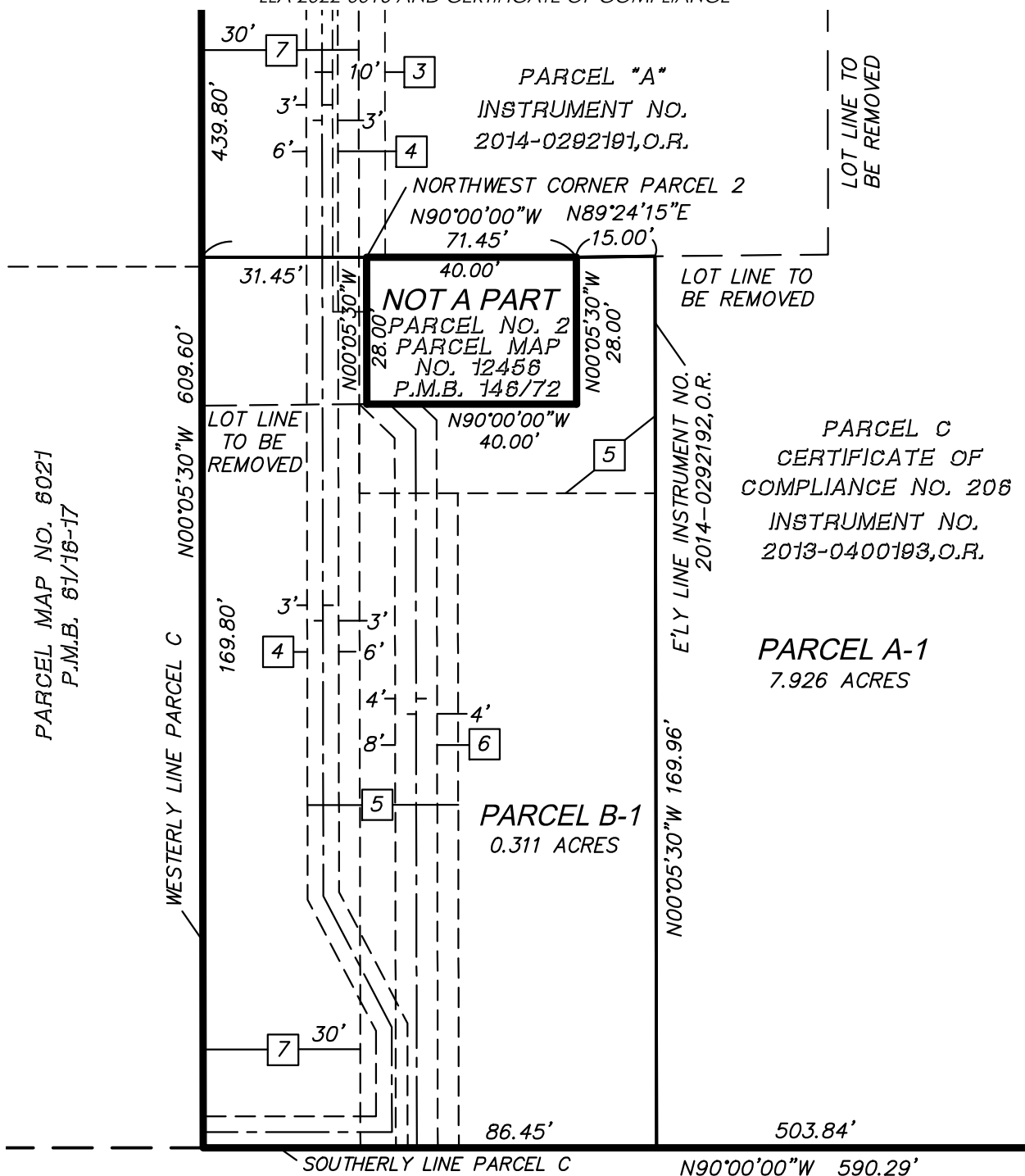


EXHIBIT "B"

SHEET 3 OF 4

AFTER LOT LINE ADJUSTMENT
LLA 2022-0016 AND CERTIFICATE OF COMPLIANCE



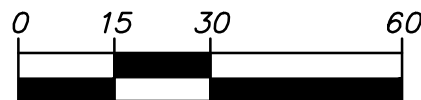
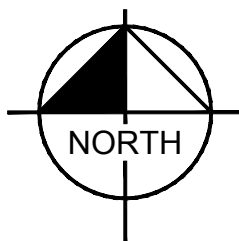
LEGEND

- APN ASSESSOR'S PARCEL NUMBER
- CL CENTERLINE
- P.M.B. PARCEL MAP BOOK
- P.O.B. POINT OF BEGINNING

SEE SHEET 4 FOR EASEMENT NOTES

RIALTO AVENUE

DETAIL "B"



SCALE 1" = 30'

Kimley»Horn

1100 TOWN AND COUNTRY ROAD SUITE 700 ORANGE CA 92868
 PHONE: 657-452-0200
 jeff.lenherr@kimley-horn.com

EXHIBIT "B"

SHEET 4 OF 4

AFTER LOT LINE ADJUSTMENT
LLA 2022-0016 AND CERTIFICATE OF COMPLIANCE**EASEMENT NOTES**

AN EASEMENT IN FAVOR OF SOUTHERN SIERRA POWER COMPANY FOR PUBLIC UTILITY PURPOSES RECORDED JUNE 1, 1928 IN BOOK 373, PAGE 165, OFFICIAL RECORDS (NOT LOCATABLE FROM RECORD)

- 1 AN EASEMENT IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY FOR PUBLIC UTILITY PURPOSES RECORDED APRIL 8, 1952 IN BOOK 2929, PAGE 79 OF OFFICIAL RECORDS (WIDTH OF SAID EASEMENT NOT SPECIFIED).
- 2 AN EASEMENT IN FAVOR OF SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT FOR FLOOD CONTROL PURPOSES RECORDED OCTOBER 15, 1973 IN BOOK 8287, PAGE 858 OF OFFICIAL RECORDS.
- 3 AN EASEMENT IN FAVOR OF THE CITY OF RIALTO FOR WATER AND PUBLIC UTILITY PURPOSES RECORDED FEBRUARY 21, 1986 AS INSTRUMENT NO. 86-046983 OF OFFICIAL RECORDS.
- 4 AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITY PURPOSES RECORDED JUNE 25, 1986 AS INSTRUMENT NO. 86-166586 OF OFFICIAL RECORDS.
- 5 AN EASEMENT IN FAVOR OF THE CITY OF RIALTO FOR FLOOD CONTROL PURPOSES RECORDED FEBRUARY 28, 1990 ON PARCEL MAP NO 12456, P.M.B. 146/72.
- 6 AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITY PURPOSES RECORDED SEPTEMBER 27, 1990 AS INSTRUMENT NO. 90-387587 OF OFFICIAL RECORDS.
- 7 AN EASEMENT IN FAVOR OF THE CITY OF RIALTO FOR INGRESS AND EGRESS PURPOSES RECORDED AUGUST 21, 2014 AS INSTRUMENT NO. 2014-0292192 OF OFFICIAL RECORDS.

Kimley»»Horn1100 TOWN AND COUNTRY ROAD SUITE 700 ORANGE CA 92868
PHONE: 657-452-0200
jeff.lenherr@kimley-horn.com

EXHIBIT "C"
LEGAL DESCRIPTION PRIOR TO LOT LINE ADJUSTMENT
LLA 2022-0016 AND CERTIFICATE OF COMPLIANCE

PARCEL 1

PARCEL 1 OF PARCEL MAP NO. 17606, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 217, PAGES 15 AND 16 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE NORTHERLY 11.77 FEET OF PARCELS 2 AND 3 OF SAID PARCEL MAP NO. 17606.

SAID LAND IS ALSO DESCRIBED AS PARCEL A OF CERTIFICATE OF COMPLIANCE NO. 206 RECORDED SEPTEMBER 9, 2013, AS INSTRUMENT NO. 2013-0400193 OF OFFICIAL RECORDS.

CONTAINING 4.546 ACRES, MORE OR LESS.

APN: 0128-141-70

PARCEL 2

PARCEL 2 OF PARCEL MAP NO. 17606, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 217, PAGES 15 AND 16 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 11.77 FEET.

SAID LAND IS ALSO SHOWN ON PARCEL B OF CERTIFICATE OF COMPLIANCE NO. 206, RECORDED SEPTEMBER 11, 2013, AS INSTRUMENT NO. 2013-0400193 OF OFFICIAL RECORDS.

CONTAINING 2.400 ACRES, MORE OR LESS.

APN: 0128-141-72 (PORTION)

PARCEL 3

PARCEL 3 OF PARCEL MAP NO. 17606, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 217, PAGES 15 AND 16, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 11.77 FEET.

SAID LAND IS ALSO SHOWN AS PARCEL C OF CERTIFICATE OF COMPLIANCE NO. 206, RECORDED SEPTEMBER 11, 2013, AS INSTRUMENT NO. 2013-0400193, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND GRANTED TO THE CITY OF RIALTO, A MUNICIPAL CORPORATION, BY GRANT DEED RECORDED AUGUST 12, 2014, AS INSTRUMENT NO. 2014-0292191 OF OFFICIAL RECORDS.

CONTAINING 0.984 ACRES, MORE OR LESS.

APN: 0128-141-72 (PORTION)

EXHIBIT "C"
LEGAL DESCRIPTION PRIOR TO LOT LINE ADJUSTMENT
LLA 2022-0016 AND CERTIFICATE OF COMPLIANCE

PARCEL 4

BEING A PORTION OF PARCEL 3 OF PARCEL MAP NO. 17606, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 217, PAGES 15-16 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 3,

THENCE ALONG THE WEST LINE OF SAID PARCEL 3, SOUTH 00° 05' 30" EAST 11.77 FEET, TO THE NORTHWEST CORNER OF PARCEL "C" OF A LOT LINE ADJUSTMENT, AS SHOWN ON THE CERTIFICATE OF COMPLIANCE NO. 206, RECORDED SEPTEMBER 11, 2013, AS DOCUMENT NO. 2013-0400193 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID NORTHWEST CORNER OF SAID PARCEL "C" ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG THE NORTH LINE OF SAID PARCEL "C", EAST 119.45 FEET;

THENCE SOUTH 00° 05' 30" EAST 103.93 FEET;

THENCE SOUTH 89° 24' 15" WEST 48.00 FEET TO THE NORTHEAST CORNER OF PARCEL 2 OF PARCEL MAP NO. 12456 AS PER MAP FILED IN BOOK 146, PAGE 72 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,

THENCE ALONG THE NORTH LINE OF SAID PARCEL 2, WEST 40.00 FEET;

THENCE ALONG THE WEST LINE OF SAID PARCEL 2, SOUTH 00° 05' 30" EAST 28.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2;

THENCE WEST 31.45 FEET TO THE WEST LINE OF SAID PARCEL 3 OF PARCEL MAP NO. 17606;

THENCE ALONG SAID WEST LINE OF PARCEL 3, NORTH 00° 05' 30" WEST 132.43 FEET, TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.306 ACRES, MORE OR LESS.

APN: 0128-141-63

EXHIBIT "C"
LEGAL DESCRIPTION PRIOR TO LOT LINE ADJUSTMENT
LLA 2022-0016 AND CERTIFICATE OF COMPLIANCE

SUBJECT TO ALL EXISTING CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHTS OF WAY OF RECORD IF ANY.

SEE EXHIBIT "D" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

Jeffrey J. Lenherr

12/2/2024

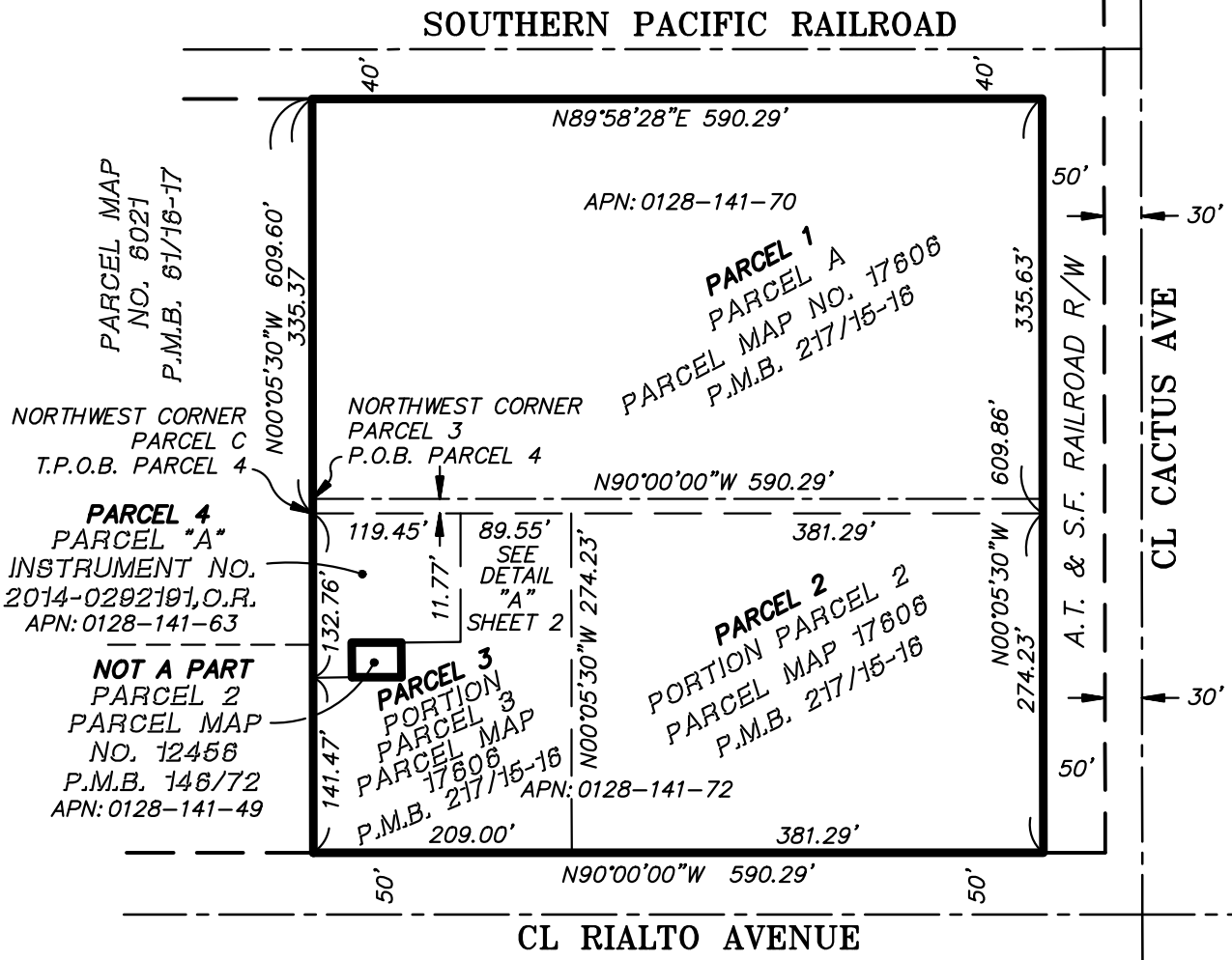
JEFFREY J. LENHERR
P.L.S. 9305

DATE



EXHIBIT "D"

PRIOR TO LOT LINE ADJUSTMENT
LLA 2022-0016 AND CERTIFICATE OF COMPLIANCE



LEGEND

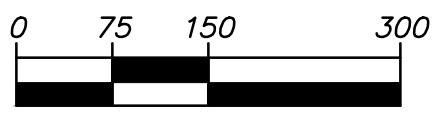
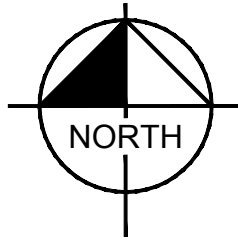
- APN ASSESSOR'S PARCEL NUMBER
- CL CENTERLINE
- P.M.B. PARCEL MAP BOOK
- P.O.B. POINT OF BEGINNING



PREPARED BY ME OR UNDER MY DIRECTION

Jeffrey J. Lenherr

JEFFREY J. LENHERR 12/2/2024
P.L.S. 9305



SCALE 1" = 150'

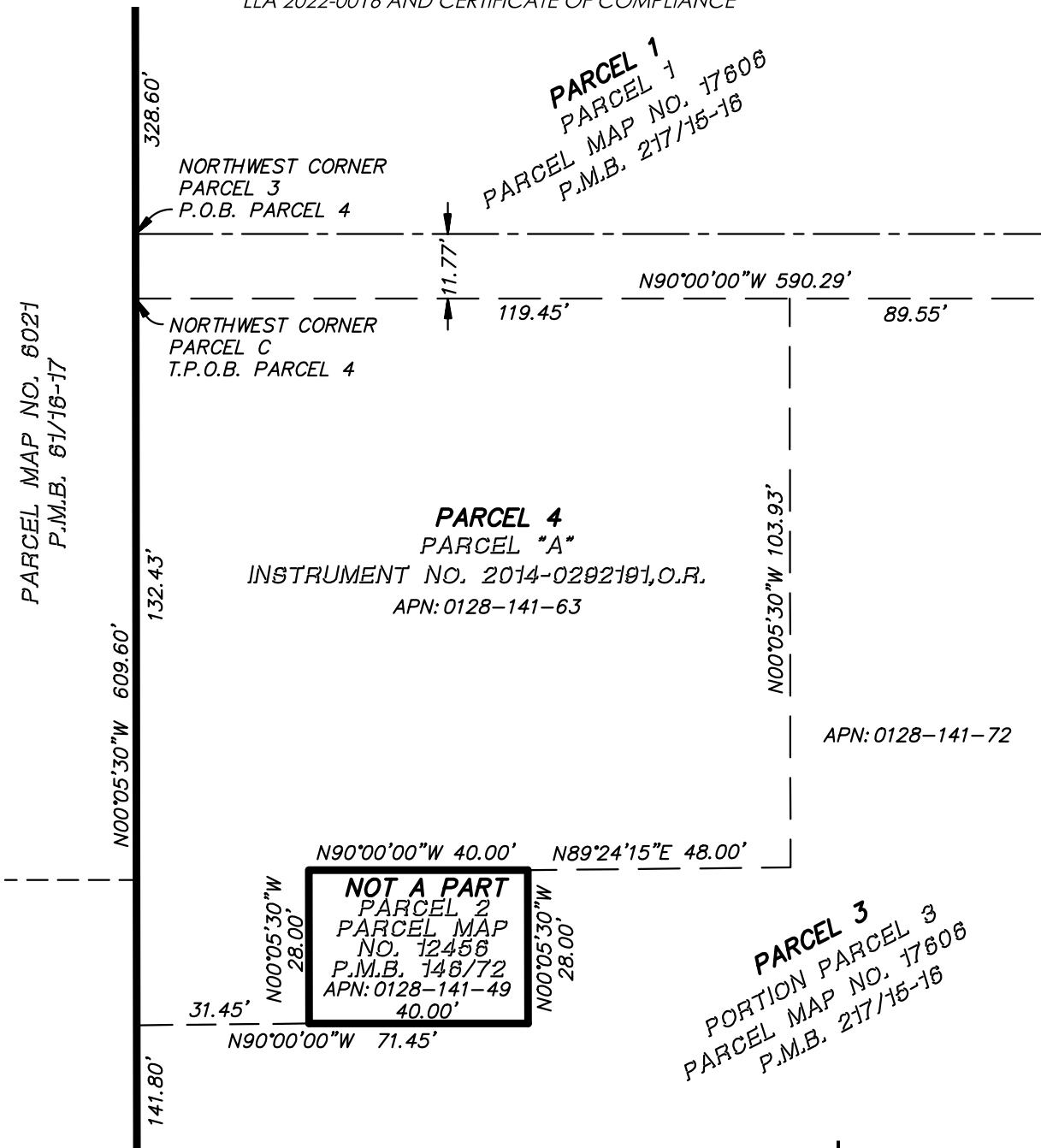
Kimley»Horn

1100 TOWN AND COUNTRY ROAD SUITE 700 ORANGE CA 92868
PHONE: 657-452-0200
jeff.lenherr@kimley-horn.com

EXHIBIT "D"

SHEET 2 OF 2

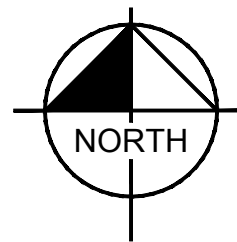
PRIOR TO LOT LINE ADJUSTMENT
LLA 2022-0016 AND CERTIFICATE OF COMPLIANCE



DETAIL "A"

LEGEND

- APN ASSESSOR'S PARCEL NUMBER
- CL CENTERLINE
- P.M.B. PARCEL MAP BOOK
- P.O.B. POINT OF BEGINNING



SCALE 1" = 30'

Kimley»Horn

1100 TOWN AND COUNTRY ROAD SUITE 700 ORANGE CA 92868
PHONE: 657-452-0200
jeff.lenherr@kimley-horn.com

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

City of Rialto
150 S, Palm Avenue
Rialto, California 92376

AND WHEN RECORDED MAIL TO:

City of Rialto
150 S, Palm Avenue
Rialto, California 92376

APNs: 0128-141-63, 0128-141-70, and 0128-141-72

(FOR RECORDERS USE ONLY)
NO DOCUMENTARY STAMPS NEEDED

LOT LINE ADJUSTMENT GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, **THE CITY OF RIALTO, a Municipal Corporation and** , Grantor

hereby grants to:

THE CITY OF RIALTO, a Municipal Corporation, Grantee

That certain portion of Grantor’s property in the City of Rialto, San Bernardino County, State of California, included in the approved legal descriptions identified as Parcels A-1 and B-1 of Lot Line Adjustment No. 2022-0016/Certificate of Compliance, as more particularly described in Exhibit “A”, comprising 3 pages, and shown on Exhibit “B”, comprising 4 pages.

Note: This Grant Deed implements the revised lot configurations to adjust existing parcels identified by Assessor’s Parcel No. 0128-141-63, 0128-141-70, and 0128-141-72 into two (2) new parcels pursuant to Lot Line Adjustment 2022-0016/Certificate of Compliance as approved by the City of Rialto. The primary function of this Grant Deed is to provide constructive notice of the revised lot configurations pursuant to Government Code Section 66412 (d), and to perfect the intent of Lot Line Adjustment 2022-0016/Certificate of Compliance as approved to comply with the California Subdivision Map Act Code Section 66499.35 for a Certificate of Compliance.

Dated: _____

THE CITY OF RIALTO, a Municipal Corporation

By: _____
Name

Specify Title of Officer
Title

By: _____
Name

Specify Title of Officer
Title

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

LPC West, Inc.
915 Wilshire Boulevard, Suite 2050
Los Angeles, California 90017

AND WHEN RECORDED MAIL TO:

LPC West, Inc.
915 Wilshire Boulevard, Suite 2050
Los Angeles, California 90017
Attn: Stephen Lindgren

APNs: 0128-141-63, 0128-141-70, and 0128-141-72

(FOR RECORDERS USE ONLY)

NO DOCUMENTARY STAMPS NEEDED

LOT LINE ADJUSTMENT GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, **160 N CACTUS OWNER, LLC, a Delaware limited liability company**, Grantor

hereby grants to:

160 N CACTUS OWNER, LLC, a Delaware limited liability company, Grantee

That certain portion of Grantor’s property in the City of Rialto, San Bernardino County, State of California, included in the approved legal descriptions identified as Parcels A-1 and B-1 of Lot Line Adjustment 2022-0016, as more particularly described in Exhibit “A”, comprising 3 pages, and shown on Exhibit “B”, comprising 4 pages.

Note: This Grant Deed implements the revised lot configurations to adjust existing parcels identified by Assessor’s Parcel No. 0128-141-63, 0128-141-70, and 0128-141-72 into two (2) new parcels pursuant to Lot Line Adjustment 2022-0016/Certificate of Compliance as approved by the City of Rialto. The primary function of this Grant Deed is to provide constructive notice of the revised lot configurations pursuant to Government Code Section 66412 (d), and to perfect the intent of Lot Line Adjustment 2022-0016/Certificate of Compliance as approved to comply with the California Subdivision Map Act Code Section 66499.35 for a Certificate of Compliance.

Dated: _____

160 N CACTUS OWNER, LLC, a Delaware limited liability company

By: _____
Name

Specify Title of Officer
Title

By: _____
Name

Specify Title of Officer
Title



City of Rialto

Legislation Text

File #: WS-25-0229, **Version:** 1, **Agenda #:**

For Water Subcommittee Meeting March 27, 2025

TO: Water Subcommittee Members

APPROVAL: John Rossi, Interim Utilities Director

FROM: Toyasha Sebbag, Assistant to the City Manager

Staff request that the Water Subcommittee provide feedback on the participation in the Rialto-Colton Basin Groundwater effort with a cost-share of \$22,250. (ACTION)

RECOMMENDATION

Staff recommends that the Water Subcommittee provide feedback on the participation in the Rialto-Colton Basin Groundwater effort with a cost-share of \$22,250.

BACKGROUND

On November 10, 2020, the Rialto City Council/Rialto Utility Authority (RUA) Board approved the Rialto Basin Groundwater Council Framework Agreement, as required by a lawsuit settlement against Fontana Union Water Company (FUWC) involving San Bernardino Valley Municipal Water District, RUA, the City of Colton, and West Valley Water District (WVWD). The agreement mandated the formation of a Groundwater Council to promote sustainable groundwater management in the Rialto Basin.

In February 2021, the Rialto Basin Groundwater Council (RBGC) was established to coordinate and implement groundwater management efforts, including the development of a Groundwater Management Plan (GWMP). The RBGC consists of elected officials from the four agencies and a Technical Advisory Committee (TAC) with agency staff.

On December 9, 2021, the RBGC Board unanimously awarded Stetson Engineers Inc. a \$215,000 contract to develop the GWMP, with WVWD serving as the contracting agency. The cost was shared equally among the four agencies, with RUA's portion being \$53,750.

ANALYSIS/DISCUSSION

At this stage in the GWMP's development, Stetson is requesting additional funding and a contract extension to December 2025. More effort than anticipated was needed to assess and select the most suitable groundwater model for the Basin and to conduct extensive modeling to evaluate the basin-wide impacts of imported water recharge. Additional analysis was also required to investigate why groundwater levels did not rise following the wet year of 2023.

ENVIRONMENTAL IMPACT

The proposed action is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a

potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY

Approval of the proposed action also complies with the following City of Rialto Guiding Principles, General Plan Goals and Policies:

Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

Goal 3-8: Promote affordable and quality water service capable of adequately meeting normal and emergency water demands to all areas in Rialto.

Policy 3-8.4: Advocate regular evaluation of the entire water supply and distribution system to ensure its continued adequacy, reliability, and safety.

LEGAL REVIEW

The City Attorney has reviewed the staff report.

FINANCIAL IMPACT

Operating Budget Impact

The total amount to complete additional tasks of the GWMP is \$89,000, shared equally among the four agencies. RUA's portion is \$22,250, which falls within the Utilities Director's signature authority.

Capital Improvement Budget Impact

The proposed action is not expected to impact the City's Capital Improvement Budget.

Rialto Basin Groundwater Management Plan Update

June, 2024

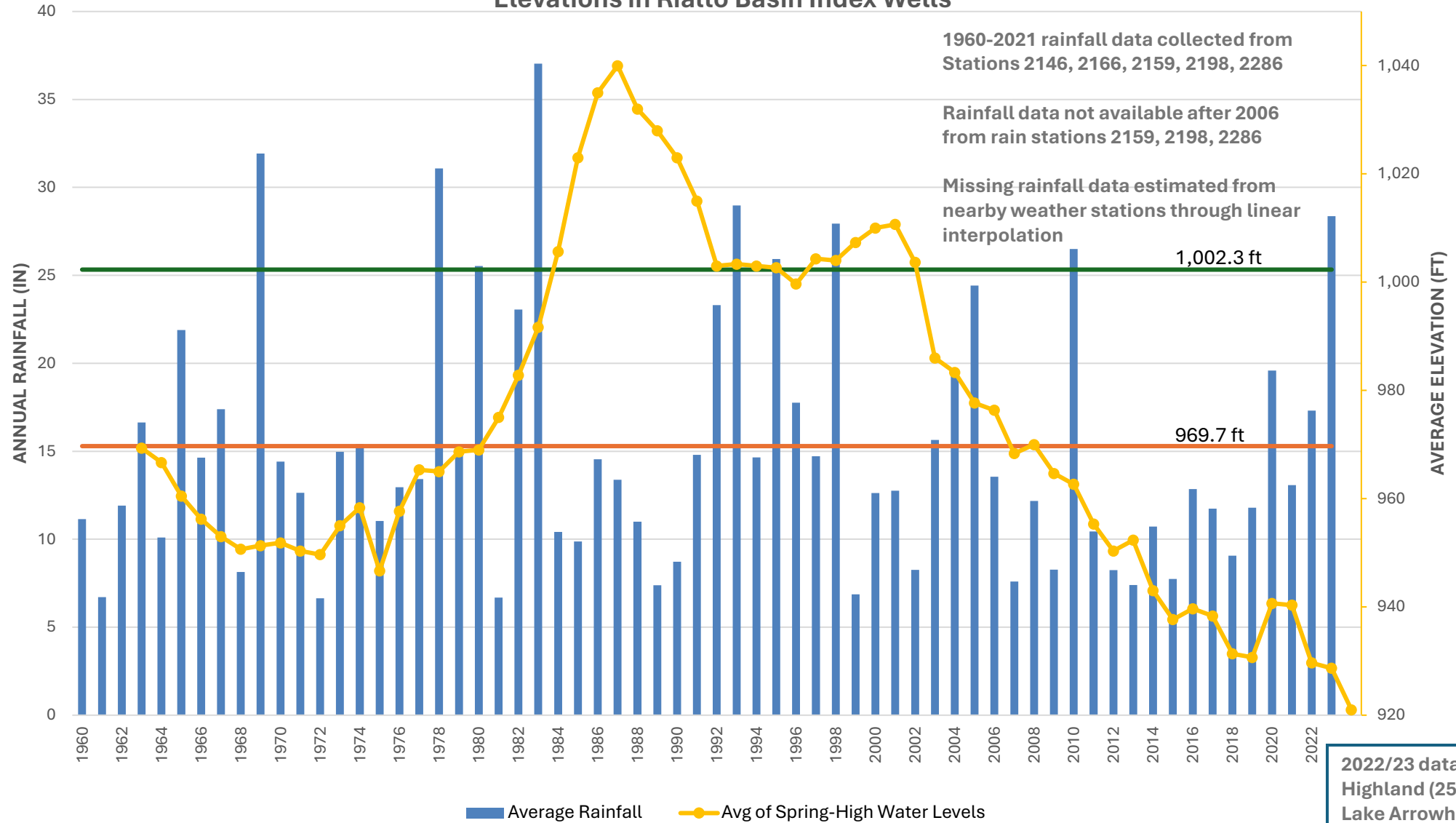
RBGC Technical
Advisory Committee



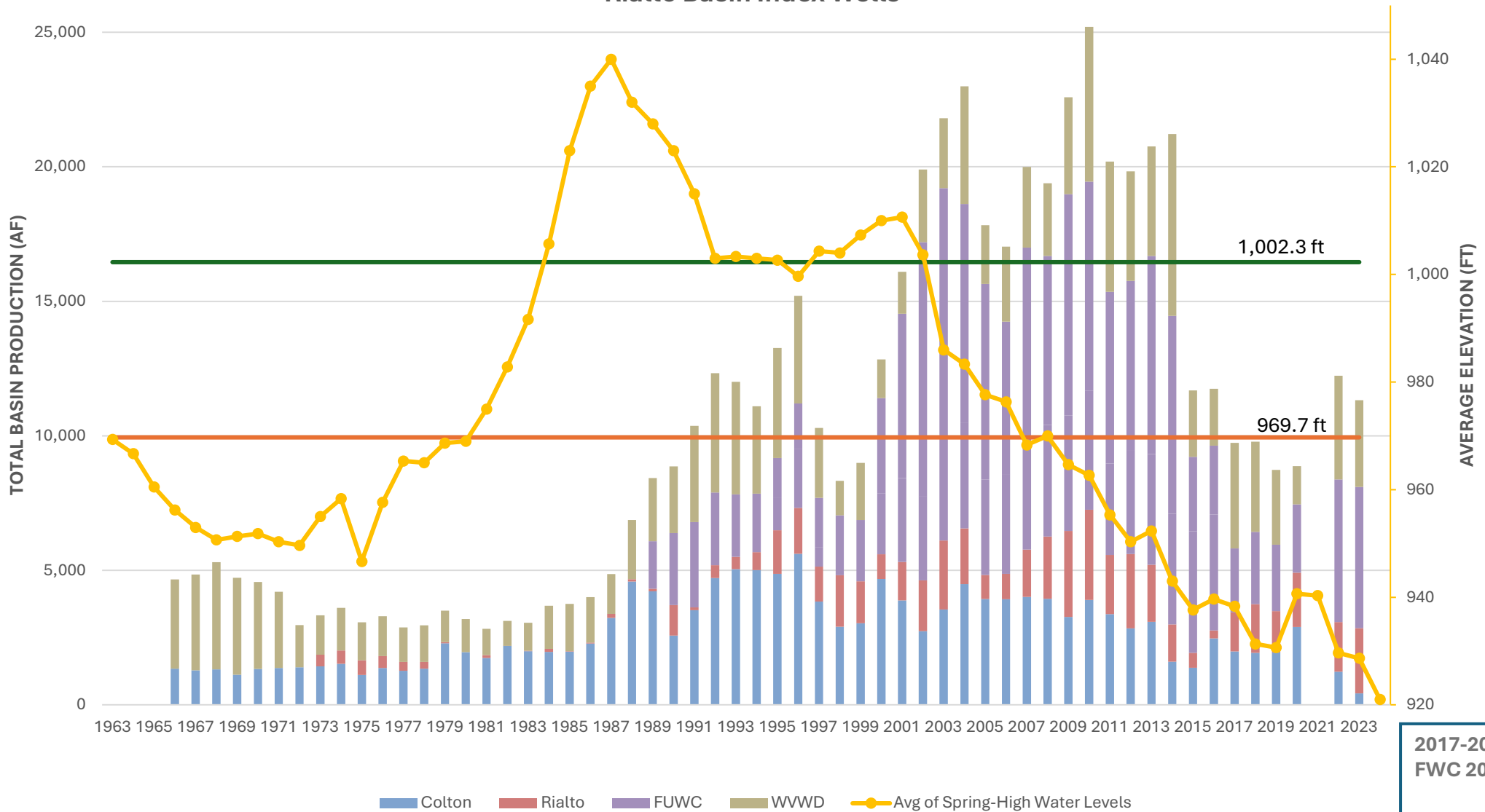
Contents

- Historical Rainfall, Production, Spring Groundwater Levels
- Observations
- Pumping
- Management Plan

Historical Average Annual Rainfall in Rialto Basin and Averages of Spring-High Water Level Elevations in Rialto Basin Index Wells



Historical Annual Rialto Basin Production and Averages of Spring-High Water Level Elevations in Rialto Basin Index Wells



2017-2020 production from FWC 2020 UWMP

2022/23 annual production is for Water Year



Observations

- Groundwater levels did not recover in Spring 2023 or Spring 2024 despite two years with above average rainfall
- Average rainfall
 - 1960-2023: 15 in
 - 2015-2023: 14.61 in
 - Avg. Rainfall in 2022: 17.3 in (above normal)
 - Avg. Rainfall in 2023: 28.4 in (wet)
- Average pumping
 - 1966-2023*: 10,337 AF * Missing pumping data for 2021
 - 2015-2023*: 10,516 AF
 - Pumping in 2022: 12,237 AF (40% reduction – 13,498 AF)
 - Pumping in 2023: 11,325 AF (41% reduction – 13,328 AF)
- It appears it will take multiple wet years or an imported water supply to get the Rialto Basin above the minimum threshold and restore the ability to pump more water

Pumping

- Long-term average safe yield: 11,900 AF
- Pumping Rights

Producer	Adjustable Rights	Fixed Rights	NML Adjusted Rights	Total Rights
Colton	3,010	890	0	3,900
FUWC	550	370	5,014	5,394
Rialto	2,846	1,520	0	4,366
WVWD	5,594	510	0	6,104
				19,764

- Maximum Curtailment Reduction: 50%

Producer	Annual Production Rights
Colton	2,395
FUWC	3,152
Rialto	2,943
WVWD	3,307
	11,797

RBGC Technical Advisory Committee



Management Plan

- Current management follows the 1961 Decree



City of Rialto

Legislation Text

File #: WS-25-0230, **Version:** 1, **Agenda #:**

For Water Subcommittee Meeting March 27, 2025

TO: Water Subcommittee Members

APPROVAL: John Rossi, Interim Utilities Director

FROM: Toyasha Sebbag, Assistant to the City Manager

Staff request that the Water Subcommittee provide feedback on the participation in the 2025 Regional Urban Water Management Plan to meet the requirements of the Urban Water Management Planning Act with a cost-share of \$38,960. (ACTION)

RECOMMENDATION

Staff recommends that the Water Subcommittee provide feedback on the participation in the 2025 Regional Urban Water Management Plan to meet the requirements of the Urban Water Management Planning Act with a cost-share of \$38,960.

BACKGROUND

California Water Code section 10621(a) requires urban water suppliers to update their Urban Water Management Plan (UWMP) at least once every five (5) years; the 2025 UWMP's are due to be updated and submitted to the California Department of Water Resources by July 1, 2026.

San Bernardino Valley and eight other local water providers share many water supply characteristics, including location, climate, demographics, water sources, and regional water management, which were leveraged to prepare regional UWMPs in the 2010, 2015, and 2020 planning cycles.

ANALYSIS/DISCUSSION

For the 2025 UWMP, San Bernardino Valley and the participating agencies jointly prepared and agreed to a Scope of Work that was incorporated into a Request for Proposals (RFP), which resulted in the selection of Water Systems Consulting, Inc. (WSC) as the consultant to prepare the 2025 UWMPs.

A regional UWMP development streamline cost, staff time, and data while also allowing for a greater level of consistency and overall value of the UWMP. On December 16, 2024, the San Bernardino Valley Board of Directors approved a contract with WSC and the cost sharing whereby San Bernardino Valley will pay 50% of the common costs, with the balance equally split among the other eight agencies.

WSC's proposed cost to complete the IRUWMP is \$432,734. San Bernardino Valley is proposing to pay \$111,438 (or 50% of the regional sections) of the total costs, with the remaining costs to be divided up among the other agencies. With the proposed cost-share agreement, RUA's share of cost would be \$38,960.

Agency	Share of Common Cost*	Agency UWMP Chapter Cost	Agency Optional Task Cost	Total Cost
City of Colton	\$10,354	\$28,606		\$38,960
City of Loma Linda	\$10,354	\$28,606		\$38,960
City of Redlands	\$10,354	\$28,606	\$9,616	\$48,576
City of Rialto	\$10,354	\$28,606		\$38,960
Riverside-Highland Water Company	\$10,354	\$28,606		\$38,960
San Bernardino Municipal Water Dept.	\$10,354	\$28,606		\$38,960
West Valley Water District	\$10,354	\$28,606		\$38,960
South Mesa Water Company	\$10,354	\$28,606		\$38,960
San Bernardino Valley MWD	\$82,832	\$28,606		\$111,438
TOTAL	\$165,664	\$257,454	\$9,616	\$432,734

*San Bernardino Valley is paying 50% of the common costs and each participating agency is paying approximately 6% of the common costs.

ENVIRONMENTAL IMPACT

The proposed action is not a “Project” as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a “Project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY

Approval of the proposed action also complies with the following City of Rialto Guiding Principles, General Plan Goals and Policies:

Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

Goal 3-8: Promote affordable and quality water service capable of adequately meeting normal and emergency water demands to all areas in Rialto.

Policy 3-8.4: Advocate regular evaluation of the entire water supply and distribution system to ensure its continued adequacy, reliability, and safety.

LEGAL REVIEW

The City Attorney has reviewed the staff report.

FINANCIAL IMPACT

Operating Budget Impact

The total cost to complete the 2025 Regional Urban Water Management Plan is \$432,734. San Bernardino Valley is paying \$111,438 (or 50% of the regional sections), with the remaining costs divided up among the other participating agencies. As such, the cost-share of \$38,960 attributed to Rialto falls within the signature authority and authorization of the Executive Director.

Capital Improvement Budget Impact

The proposed action is not expected to impact the City's Capital Improvement Budget.



From: Planning and Watershed Resilience, San Bernardino Valley

To: Directors and General Managers, RUWMP Participating Agencies

Re: Cost Sharing Letter Agreement for the 2025 Regional Urban Water Management Plan

California Water Code section 10621(a) requires urban water suppliers to update their Urban Water Management Plan (UWMP) at least once every five (5) years; the 2025 UWMP's are due to be updated and submitted to the California Department of Water Resources by July 1, 2026. San Bernardino Valley and eight (8) other local water providers (collectively "Participating Agencies" or "Parties" and individually "Participating Agency")* share many water supply characteristics, including location, climate, demographics, water sources, and regional water management, which were leveraged to prepare regional UWMPs in the 2010, 2015, and 2020 planning cycles.

For the 2025 UWMP, San Bernardino Valley and the Participating Agencies have jointly prepared and agreed to a Scope of Work that was incorporated into a Request for Proposals, which resulted in the selection of Water Systems Consulting, Inc. ("WSC" or "Consultant") as the consultant to prepare UWMPs for the Participating Agencies (the "Work"). A regional UWMP development streamline cost, staff time, and data while also allowing for a greater level of consistency and overall value of the UWMP.

On [December 16, 2024](#), the San Bernardino Valley Board of Directors approved a contract with WSC and the cost sharing whereby San Bernardino Valley will pay 50% of the common costs, with the balance equally split among the other eight Participants. In addition to these shares of common costs, each Participating Agency will also pay for the preparation of its individual UWMP chapter and any optional tasks.

San Bernardino Valley and its staff will administer the contract with WSC and the cost sharing provisions of this Agreement. The Participating Agency hereby agrees to pay its 6% share of the common cost (not-to-exceed \$10,354), its agency UWMP chapter cost (not-to-exceed \$28,606), and any agency-specific cost as provided in the project budget and according to the provisions set forth below. The scope of work shall consist of that work referenced in the attached Consulting Services Agreement with WSC.

*1. City of Colton 2. City of Loma Linda 3. City of Loma Linda 4. City of Rialto 5. Riverside-Highland Water Company 6. San Bernardino Municipal Water Department 7. West Valley Water District 8. South Mesa Water Company 9. San Bernardino Valley Municipal Water District



Project Budget

Agency	Share of Common Cost*	Agency UWMP Chapter Cost	Agency Optional Task Cost	Total Cost
City of Colton	\$10,354	\$28,606		\$38,960
City of Loma Linda	\$10,354	\$28,606		\$38,960
City of Redlands	\$10,354	\$28,606	\$9,616	\$48,576
City of Rialto	\$10,354	\$28,606		\$38,960
Riverside-Highland Water Company	\$10,354	\$28,606		\$38,960
San Bernardino Municipal Water Dept.	\$10,354	\$28,606		\$38,960
West Valley Water District	\$10,354	\$28,606		\$38,960
South Mesa Water Company	\$10,354	\$28,606		\$38,960
San Bernardino Valley MWD	\$82,832	\$28,606		\$111,438
TOTAL	\$165,664	\$257,454	\$9,616	\$432,734

**San Bernardino Valley is paying 50% of the common costs and each participating agency is paying approximately 6% of the common costs.*

1. Effective Date and Term

This Agreement shall be effective on the date of full execution of this Agreement by both San Bernardino Valley and the Participating Agency (“Effective Date”) but no later than April 1, 2025. The term of this Agreement shall be from January 1, 2025 to June 30, 2026.

2. Engagement of Consultant and Administration of Consulting Services Agreement

- 2.1 San Bernardino Valley shall coordinate all aspects of the proposed work with the Consultant and communicate with each Participating Agency, regularly and upon the request of the Participating Agency, regarding the status and substance of its 2025 UWMP.
- 2.2 Participating Agency shall provide all documents, data, information, and assistance requested by San Bernardino Valley and Consultant during the performance of the Consulting Services Agreement.
- 2.3 San Bernardino Valley shall make payments to the Consultant for progress payments as work proceeds. San Bernardino Valley shall ensure that no more than 90% of the project budget is paid before every Participant Agency has notified it of being satisfied with the deliverables from the Consultant.

*1. City of Colton 2. City of Loma Linda 3. City of Loma Linda 4. City of Rialto 5. Riverside-Highland Water Company 6. San Bernardino Municipal Water Department 7. West Valley Water District 8. South Mesa Water Company 9. San Bernardino Valley Municipal Water District



3. General Provisions

(a) Cost Sharing

San Bernardino Valley shall collect from each Participating Agency the full amount of the total cost allocated to that Participating Agency as provided in Section 3(f) below. San Bernardino Valley will inform each Participating Agency of any proposed extra work under the Consulting Services Agreement that would result in an increase in that Participating Agency's payment under this Agreement. San Bernardino Valley and the affected participating Agency must both approve such extra work before San Bernardino Valley will notify Consultant to proceed with the work. Each Participating Agency shall bear all costs associated with the extra work it approves.

(b) Warranty and Indemnification

Each Party ("Indemnitors") hereby agrees to defend, indemnify, and hold free and harmless the other Parties ("Indemnitees") from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising from or connected with Indemnitors' activities under this Agreement. In the event San Bernardino Valley, its directors, officers, employees and agents are made a party to any action or proceeding filed in connection with a challenge to any 2025 UWMP prepared pursuant to this Agreement, the Participating Agency whose 2025 UWMP is challenged shall provide a complete defense to San Bernardino Valley, its directors, officers, employees, and agents and shall reimburse San Bernardino Valley for all costs and expenses incurred as a result of the action or proceeding, including reasonable attorney's fees.

(c) Notices

Correspondence to be given to any Party may be sent by email or first-class mail, addressed, and delivered as set forth below in the address blocks for each Party.

(d) Representation of Authority

Each Party represents to the other that it has the authority to enter into this Agreement and that the individual signing this Agreement on behalf of their respective Parties has the authority to execute this Agreement and to bind their respective Parties to the terms and conditions of this Agreement.

(e) Counterparts

This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

*1. City of Colton 2. City of Loma Linda 3. City of Loma Linda 4. City of Rialto 5. Riverside-Highland Water Company 6. San Bernardino Municipal Water Department 7. West Valley Water District 8. South Mesa Water Company 9. San Bernardino Valley Municipal Water District



(f) Invoicing

San Bernardino Valley will administer the contract with the Consultant and invoice the Participating Agency its full cost share upon the execution of this Agreement. Alternatively, a Participating Agency may request a split invoice – a common cost invoice to be paid following the execution of the Agreement but no later than April 1, 2025 and the balance no later than August 1, 2025. San Bernardino Valley will prepare a final disposition of Consultant invoices for Participating Agencies, return unspent funds or collect additional funds no later than 90 days after the end of the Agreement term.

(g) Coordination and Cooperation

The Parties acknowledge that they are entering into an Agreement in which the cooperation of all Parties will be required, including the need to periodically meet, confer, coordinate, and collaborate with the Consultant.

BY SIGNING BELOW, THE PARTIES AGREE TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Heather P. Dyer, CEO/General Manager

Dated: _____

AGENCY NAME

By: _____
Name, Title

Dated: _____

Attachments:

- 1. Cost Sharing Breakdown
- 2. Consulting Services Agreement with WSC

*1. City of Colton 2. City of Loma Linda 3. City of Loma Linda 4. City of Rialto 5. Riverside-Highland Water Company 6. San Bernardino Municipal Water Department 7. West Valley Water District 8. South Mesa Water Company 9. San Bernardino Valley Municipal Water District

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“*Agreement*”) is entered into as of February 7, 2025 (“*Effective Date*”), by and between San Bernardino Valley Municipal Water District, a municipal water district organized and operating under the Municipal Water District Law of 1911 (“*District*”), and Water Systems Consulting, Inc., a California corporation (“*Consultant*”). District and Consultant are sometimes referred to herein collectively as “*Parties*” and individually as “*Party*.”

RECITALS

A. District is a public agency of the State of California and is in need of a qualified consultant to provide professional services for the following project:

JOB NAME: 2025 Regional Urban Water Management Plan

JOB NUMBER: 1683

B. Consultant is duly licensed in the State of California and has the necessary qualifications to provide such professional services.

C. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant will render such professional services to District.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I SCOPE OF SERVICES TO BE PERFORMED, TIME OF PERFORMANCE AND TERM

1.1 Term. The term (“*Term*”) of this Agreement shall commence on the Effective Date and shall automatically terminate upon earlier of: (a) December 31, 2026 ; or (b) the successful completion of Services (as defined below), unless earlier terminated.

1.2 Scope of Services and Time of Performance. During the Term of this Agreement, Consultant shall perform all services, and provide all materials, equipment, tools, labor, and expertise, necessary to furnish the professional services set forth in Consultant’s proposal in response to the RFP (“*Proposal*”), a true and correct copy of which is attached as *Exhibit “A”* hereto and incorporated herein by reference (collectively, “*Services*”). All Services shall be performed in accordance with the timeframes set forth in the Proposal.

1.3 Task Orders. From time to time, the Parties may make changes to or authorize certain work set forth in the scope of Services, including without limitation issuing additional instructions, requiring additional work, or deleting work previously ordered, by executing one or more task orders (each a “*Task Order*”). The provisions of this Agreement shall apply to all such Task Orders. The costs of each Task Order, or any modification of time for completion that might be required thereby, shall be mutually agreed upon in writing by District and Consultant before

commencement of the work called for by such Task Order. A Task Order is a request for additional Services and/or changes to Services, and shall not be effective unless and until accepted in writing by both Parties. Consultant shall be solely responsible for all costs and expenses associated with any additional Services, including additional Services already performed, that have not been specifically agreed upon in writing by Consultant and District. As used in this Agreement, the term “*Services*” shall include Services added, deleted, or modified by any Task Order.

1.4 Qualifications. Consultant represents and warrants to District that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Services in a timely, competent, and professional manner.

1.5 Licenses. Consultant shall, in accordance with applicable laws and ordinances, obtain and maintain at its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required permit or license may result in immediate termination of this Agreement.

1.6 Standard of Care. Consultant shall perform all Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and competence ordinarily exercised by members of the profession currently practicing under similar conditions and in compliance with all federal, state, and local laws, rules, regulations, or ordinances applicable to the Services.

1.7 Relations with Construction Contractor. Consultant shall not directly or indirectly communicate with or consult with any construction or other District contractor utilized in the project, except in the presence of or with the specific written consent of the District.

1.8 Non-Exclusivity. District agrees that Consultant may perform services in matters that are not substantially related to the Services for people or entities that are or might be adverse to District. Subject to the restrictions of this Section 1.8 and Sections 3.2 and 3.3, Consultant will have no obligation to limit or restrict the assignment of its consultants, employees, and principals to other projects as a result of their performance of the Services.

ARTICLE II COMPENSATION AND EXPENSES

2.1 Compensation. As full and complete compensation for the Services to be rendered by Consultant, District shall pay Consultant for all Services performed pursuant to this Agreement, inclusive of subconsultants and miscellaneous expenses, in the amount and on the schedule set forth in the Proposal (“*Compensation*”), which amount shall not exceed Five Hundred and Thirteen Thousand, One Hundred and Seventeen Dollars (\$513,117) (“*Maximum Fee*”). To the extent different payment terms are set forth in a Task Order that conflict with the general payment terms set forth in the Proposal, the terms in the Task Order shall control. Consultant acknowledges and agrees that in no event shall Consultant receive or have a claim of any kind for any payment in excess of the Maximum Fee for any work, including additional Services under any Task Order, performed under this Agreement, unless such amount exceeding the Maximum Fee is specifically approved in writing by District.

2.2 Billing Procedure. On or before the tenth (10th) day of each month, Consultant will submit to District an accurate and complete statement (“**Invoice**”) for Services actually performed during the previous month and other amounts due under this Agreement. Each Invoice shall include, at a minimum: (a) District’s job name; (b) District’s job number; (c) Consultant’s point of contact for billing questions; (d) basis of billing; (e) total contract value; (f) total billing to date; (g) amount remaining in contract; (h) estimated percentage of completion at time of billing; and (i) a summary of Services actually performed during the billing period. Each Invoice shall be supported by such data substantiating Consultant’s right to payment as District may reasonably require.

2.3 Payment. District shall pay to Consultant within thirty (30) calendar days after receipt of an Invoice, or the resolution of any billing dispute, all undisputed amounts. District may withhold a portion of an Invoice because of defective Services not remedied or unsatisfactory prosecution of the Services by Consultant. District will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. District will not pay late fees to Consultant on the compensation due Consultant under the terms of this Agreement. Payment of any Invoice shall not constitute acceptance of any Services completed by Consultant, and the making of final payment shall not constitute a waiver of any claims by District for any reason whatsoever.

2.4 Disputed Invoices. In the event District disputes an Invoice, District shall provide a written explanation of the dispute to Consultant within thirty (30) days after receiving the Invoice. District and Consultant shall cooperate to resolve any disputed amount. District shall not be penalized for any reasonable dispute and shall not be obligated to pay any amount in dispute until the dispute has been resolved.

2.5 Expenses. District must pre-approve in writing each reasonable and necessary expense for which Consultant intends to seek reimbursement, which expenses are directly related to the performance of the Services. If pre-approved, such expenses for reasonable and necessary travel, lodging, or miscellaneous expenses incurred in the performance of this Agreement will be reimbursed to Consultant in accordance with District’s general reimbursement policy. Consultant shall submit an Invoice of all incurred expenses accompanied by reasonable supporting documentation or transaction receipts. Invoices that fail to include reasonable supporting documentation or receipts will not be honored and District will have no obligation of any kind to reimburse Consultant for unsupported expenses listed on such Invoices.

2.6 Taxes. Any Taxes imposed by governing taxing authorities with respect to the Services will be the responsibility of Consultant. “**Taxes**” shall mean all taxes imposed with respect to the provision of the Services and associated amounts payable with respect to the Services, whether denominated as sales taxes, gross receipts taxes, transaction privilege taxes, use taxes, excise taxes, or otherwise.

ARTICLE III
WORK PRODUCT; CONFIDENTIAL INFORMATION

3.1 Project Data. Consultant shall be exclusively responsible for obtaining from the appropriate sources, persons or third parties, all data and information necessary for the proper, timely performance and satisfaction of the Services.

3.2 Work Product. Upon completion or other termination of this Agreement, Consultant shall provide to District, and such other consultants approved by District, all papers, maps, models, designs, calculations, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively “*Work Product*”) developed from or associated with the Services, provided that it has been paid all undisputed invoice amounts due. Upon completion of the Services, Consultant shall provide one reproducible physical copy and one electronic copy of all final Work Product described in the Proposal, in forms acceptable to District. Consultant acknowledges that all Services performed or Work Product prepared for District by Consultant hereunder, including without limitation all data, calculations, reports, models, working notes, drawings, designs, improvements, trademarks, patents, copyrights (whether or not registered or patentable), and specifications developed or prepared by Consultant in connection with or related to such Services or Work Product shall become the sole and exclusive property of District, unless specifically otherwise agreed upon in writing by District and Consultant. Consultant hereby unconditionally assigns, transfers and conveys to District all rights, interests and claims of any kind related thereto, including copyright. Consultant shall promptly disclose such Work Product to District and, at the District’s expense, perform all actions reasonably requested by District (whether during or after the Term) to establish and confirm such ownership (including, without limitation, executing any necessary assignments, consents, powers of attorney, and other instruments). Notwithstanding the preceding, all pre-existing intellectual property owned by Consultant which is incorporated in or utilized to develop the Services performed or Work Product prepared for District hereunder shall remain the sole and exclusive property of Consultant; provided, however, that Consultant grants to District a non-exclusive, perpetual, fully transferable, worldwide, royalty-free, limited license to use such pre-existing intellectual property in connection with such Services or Work Product. Consultant shall not be held liable for reuse of Work Product or modifications thereof by District or its representatives for any purpose other than the original intent of this Agreement, without written authorization of Consultant.

3.3 Confidential Information. Consultant acknowledges that during the Term it may receive or have access to certain information, observations, and data (including without limitation trade secrets, designs, ideas, products, research, software, financial data, and personal information) concerning the business or affairs of District which is designated as confidential or proprietary or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure (“*Confidential Information*”). All Confidential Information is, and shall remain, the property of District. Consultant shall: (a) use all Confidential Information solely for the purpose of providing the Services described in this Agreement; (b) hold all Confidential Information in strict confidence; (c) protect all Confidential Information from dissemination to, and unauthorized access or use by, any third party, using the same level of care and discretion that it uses with its own similar information, which in no case will be less than commercially reasonable care; (d) restrict access to all Confidential Information to such of its personnel, agents, and/or subconsultants, if any, who have a need to have access in order to provide

the Services and who are under obligations of confidentiality substantially similar to those in this Agreement; and (e) return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement and promptly confirm such return or destruction. Consultant shall not sell or make any unauthorized use of any Confidential Information. Consultant may disclose Confidential information to the extent required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for Consultant to defend itself in any legal dispute; provided that, to the extent legally permitted, Consultant shall give District reasonable written notice to allow District to seek a protective order or other appropriate remedy, disclose only such Confidential Information as is required by the governmental entity, and use commercially reasonable efforts to obtain confidential treatment for any Confidential Information disclosed.

ARTICLE IV BOOKS AND RECORDS

4.1 Books and Records. Consultant shall keep and preserve for no less than four (4) years after the date of final billing or termination of this Agreement, whichever shall first occur, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the Services and disbursements charged to District under this Agreement (collectively, "***Books and Records***"). All Books and Records shall be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Consultant under this Agreement. District and its agents shall be given full access to such Books and Records during normal business hours. District and its agents shall have the right to make copies of any of the said Books and Records.

4.2 Work Product Documentation. Consultant further agrees to maintain all design calculations and final Work Product on file in legible and readily accessible form. In addition to the requirements of Section 3.2, Consultant shall make copies of such material available to District, at District's sole cost and expense, and Consultant shall not destroy the originals of such materials and items, including any additions, amendments or modification thereto, unless District fails to object to such destruction upon Consultant providing District with sixty (60) days advance written notice, indicating that such material is scheduled to be destroyed.

ARTICLE V INDEPENDENT CONTRACTOR

5.1 Status. The Parties hereby acknowledge that in rendering the Services provided hereunder, Consultant shall be deemed to be an independent contractor and shall not be deemed in any way an agent, partner, or joint venturer of District. Consultant acknowledges and agrees that, as an independent contractor, it is solely responsible for the payment of any and all taxes and/or assessments imposed on account of payment to Consultant or the performance of Services by Consultant pursuant to this Agreement.

5.2 Agency Restrictions. Consultant understands and agrees that Consultant shall not represent itself to third parties to be the agent, employee, partner, or joint venturer of District. Furthermore, Consultant shall not make any statements on behalf of or otherwise purporting to bind the District in any contract or otherwise related agreement. Consultant further agrees and acknowledges that Consultant does not have the authority to and shall not sign any contract on behalf of District. Consultant shall not obligate District to do any other act that would bind District in any manner.

5.3 Further Assurances. Consultant shall furnish District with any documents or records that District reasonably believes necessary to properly and timely carry out the Services. District shall first tender written notice to Consultant regarding any documents or records that it reasonably believes necessary to properly carry out the Services. Consultant shall then have ten (10) days from the receipt of such notice to provide District with the requested documents or records.

ARTICLE VI TERMINATION

6.1 Termination. At any time during the Term of this Agreement, District may terminate this Agreement, in whole or in part, with or without cause, upon ten (10) working days' written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue Services except to the extent the notice otherwise directs. In the event District renders such written termination notice to Consultant, Consultant shall be entitled to compensation for all Services properly rendered in accordance with this Agreement prior to the effective date of the notice and all further Services set forth in the notice. District shall be entitled to reimbursement for any compensation paid in excess of Services properly rendered and shall be entitled to withhold compensation for defective Services or other damages caused by Consultant's work. Consultant acknowledges District's right to terminate this Agreement as provided in this Article VI, and hereby waives any and all claims for damages that might arise from District's termination of this Agreement. Consultant shall deliver to District and transfer title (if necessary) to all completed Work Product, provided that it has been paid all undisputed invoice amounts due. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of Services.

ARTICLE VII CALIFORNIA LABOR CODE PROVISIONS FOR PUBLIC WORKS PROJECTS

7.1 Prevailing Wage Rates. Consultant is aware of the requirements of California Labor Code sections 1720 *et seq.* and 1770 *et seq.* (collectively, "***Prevailing Wage Laws***"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage

Laws, if applicable. Consultant shall indemnify, defend, and hold harmless District and its directors, officers, employees, and agents from any claims, liabilities, costs, fines, penalties, or interest arising out of any failure or alleged failure of Consultant or its subconsultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, including without limitation prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

7.2 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to California Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations (“*DIR*”). Consultant shall maintain registration for the duration of this Agreement and require the same of any of its subconsultants. This Agreement may also be subject to compliance monitoring and enforcement by the DIR. Consultant shall have sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

7.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of California Labor Code section 3700, 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 Consultant agrees to comply with such provisions before commencing the performance of any Services.

ARTICLE VIII PROJECT MANAGEMENT

8.1 Consultant’s Representative. Laine Carlson, P.E. (“*Consultant’s Representative*”), is hereby designated as the principal and representative of Consultant authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection herewith. Consultant shall not substitute Consultant’s Representative without first notifying District in writing of Consultant’s intent. District shall have the right to review the qualifications of said substitute. If District determines said substitute Consultant’s Representative is unacceptable, Consultant shall submit alternate candidates until District determines the substitute Consultant Representative is acceptable.

8.2 District’s Representative. Adekunle Ojo (“*District’s Representative*”) is hereby designated to represent District and except as otherwise provided herein authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection therewith. District may substitute District’s Representative at any time upon written notice to Consultant.

ARTICLE IX INDEMNIFICATION; LIMITATION OF LIABILITY

9.1 Indemnification. Consultant shall indemnify and hold harmless District and District’s directors, officers, employees, representatives, agents, affiliates, subsidiaries,

predecessors, successors, and assigns from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, judgments, fines, penalties, and deficiencies, including attorneys' fees (collectively, "**Claims**"), arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of Consultant or Consultant's employees, representatives, agents, subconsultants, contractors, subcontractors, suppliers, successors, permitted assigns, or anyone acting on behalf of Consultant in connection with the performance of the Services; provided, however, that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligations shall continue in full force and effect notwithstanding the completion, expiration, or other termination of this Agreement.

9.2 Limitation of Liability. DISTRICT'S CUMULATIVE AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING UNDER CONTRACT OR BASED UPON A CLAIM OF STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER TORT OR STATUTORY BASIS, SHALL BE LIMITED TO THE TOTAL PAYMENTS MADE BY DISTRICT TO CONSULTANT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT UPON WHICH LIABILITY IS PREDICATED. IN NO EVENT WILL DISTRICT OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR AFFILIATES BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST REVENUES, OR FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, DELAY, INDIRECT, OR CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER DISTRICT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE PARTIES EACH ACKNOWLEDGE THAT THE FORGOING LIMITATION OF LIABILITY IS A MATERIAL CONDITION OF DISTRICT'S WILLINGNESS TO ENTER INTO THIS AGREEMENT, AND THAT DISTRICT WOULD NOT ENTER INTO THIS AGREEMENT BUT FOR SUCH LIMITATION.

ARTICLE X INSURANCE

10.1 Insurance. Consultant shall provide, pay for, and maintain in force at all times during the performance of the Services hereunder, the policies of insurance set forth below. Consultant shall provide original certificates of insurance and endorsements evidencing coverage on forms reasonably acceptable to District prior to commencing any Services under this Agreement and promptly upon request thereafter, and District reserves the right to require complete, certified copies of all required insurance policies, including policy declaration pages and endorsement pages. The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy, substitute for, or otherwise limit Consultant's indemnification obligations under this Agreement. Consultant acknowledges that the insurance coverage and the policy limits set forth in this Agreement constitute the minimum coverage and policy limits required; if Consultant maintains broader coverage and/or higher limits than the minimums shown above, District requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant and any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

(a) Commercial General Liability Insurance covering liabilities for death and personal injury, liabilities for loss of or damage to property, and contractual indemnity obligations with a combined single limit of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

(b) Automobile Liability Insurance for bodily injury or death and property damage, including coverage for owned, non-owned, leased, and hired auto, with a minimum combined single limit of \$2,000,000 per accident.

(c) Workers' Compensation Insurance as required by applicable law.

(d) Employers' Liability Insurance with limits of at least \$1,000,000 per occurrence.

(e) Professional Liability Insurance/Errors and Omissions Liability Insurance appropriate to Consultant's profession, with limits of liability of not less than \$2,000,000 each claim/annual aggregate.

10.2 Policy Requirements. All insurance policies required pursuant to this Agreement shall:

(a) For Commercial General Liability and Automobile Liability policies, include an additional insured endorsement at least as broad as ISO CG 2010 07 04 and consistent therewith naming as additional insureds "San Bernardino Valley Municipal Water District and its directors, officers, employees, affiliates, subsidiaries, predecessors, successors, and assigns".

(b) For Commercial General Liability, Automobile Liability and Workers Compensation policies, be on an "occurrence" basis, not a "claims-made" basis. The foregoing policies must contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(c) For Commercial General Liability and Automobile Liability policies, be primary and non-contributory with any insurance programs carried by or available to District and, with respect to Commercial General Liability Insurance, include a primary and non-contributory endorsement at least as broad as ISO CG 20 01 04 13.

(d) Waive all rights of subrogation and contribution against District and its insurers; provided, however, this provision shall apply regardless of whether or not District has received a waiver of subrogation from the insurer.

(e) Provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to District. In the event any policies of insurance are revised, cancelled or reduced, Consultant shall prior to the revision, reduction or cancellation date, submit evidence of new insurance to District complying with this Agreement.

(f) Be issued by insurance companies which are qualified to do business in the State of California and which have a current rating of A-VII or better in Best's Insurance Report.

10.3 Subconsultant Insurance. In the event Consultant subcontracts any portion of its performance, the agreement between Consultant and the subconsultant shall require the subconsultant to carry the same policies of insurance that Consultant is required to maintain pursuant to this Agreement.

ARTICLE XI REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties. Each Party represents and warrants the following:

(a) Such Party is duly organized, validly existing, and in good standing under the laws of its state of formation or incorporation and has all requisite power and authority to conduct the business with which it conducts and proposes to conduct.

(b) All action on the part of such Party necessary for the authorization, execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated herein, has been properly taken and obtained in compliance with applicable law.

(c) Such Party has not entered into nor will either enter into any agreement (whether written or oral) in conflict with this Agreement or which would prevent such Party from performing its obligations under this Agreement.

(d) Such Party has the contacts and expertise, and will reasonably allocate its financial and time resources on a best efforts basis to enable it to perform its obligations hereunder.

ARTICLE XII MISCELLANEOUS

12.1 Entire Agreement. This Agreement contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

12.2 Assignment. Consultant may not assign its rights and obligations hereunder, in part or in whole, without the prior written consent of District, which consent may be granted or withheld in District's sole discretion.

12.3 Succession. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

12.4 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

12.5 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

12.6 Notices. Any notice to be given or to be served upon either Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (d) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

If to District: San Bernardino Valley Municipal Water District
Attn: Adekunle Ojo
380 East Vanderbilt Way
San Bernardino, CA 92408
Telephone: (909) 387-9231
E-Mail: adekunleo@sbsvmwd.com

If to Consultant: WSC
Attn: Laine Carlson
3602 Inland Empire Blvd., Ste. C230
Ontario, CA 19764
Telephone: (909) 483-3200 ext. 201
E-Mail: lcarlson@wsc-inc.com

12.7 Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provision that would apply the laws of any other jurisdiction. The Superior Court of the State of California in and for San Bernardino County shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of such forum, whether on the basis of the doctrine of forum *non conveniens* or otherwise.

12.8 Waivers. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

12.9 Amendment. Except as expressly provided otherwise herein, this Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both Parties.

12.10 Severability. If any provision of this Agreement shall be deemed or held to be invalid or unenforceable for any reason, such provision shall be adjusted, if possible, rather than voided, so as to achieve the intent of the Parties to the fullest extent possible. In any event, such provision shall be severable from, and shall not be construed to have any effect on, the remaining provisions of this Agreement, which shall continue in full force and effect.

12.11 Time of the Essence. Time is of the essence in the performance of each and every provision or obligation of this Agreement as to which time is an element.

12.12 Release of Information and Advertising. Consultant shall not, without the prior written consent of District, make any news release or other public disclosure regarding this Agreement.

12.13 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation.

12.14 Attorneys’ Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that Party may be entitled.

12.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the Parties as if they were originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date.

DISTRICT:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____

Name: Heather Dyer

Its: CEO/General Manager

CONSULTANT:

WATER SYSTEMS CONSULTING, INC.

By:  _____

Name: Laine Carlson, PE

Its: Vice President

EXHIBIT "A"
CONSULTANT'S PROPOSAL

Task 0: Project Management

0.1 Project Administration

- Provide coordination and prepare monthly progress reports and invoices.

0.2 Routine Progress Meetings

- Conduct virtual 30-minute progress meetings throughout the duration of the project with the Core Project Team. Meetings will be scheduled bi-weekly and specific occurrences will be cancelled if not needed. The budget is based on a total of 24 progress meetings.

0.3 Kickoff Meeting

- Conduct a 1-hour virtual kickoff meeting with the Core Project Team and a 1-hour virtual kickoff meeting with all participating agencies.

0.4 Regional Workshops

- Prepare materials for and facilitate up to 2, 2-hour Regional Workshops with all participating agencies. All workshops will be virtual.
- Workshops include:
 - Regional Water Budget Review
 - Additional Workshop, if needed

Task 0. Deliverables

- Progress reports and monthly invoice
- Meeting agendas, supporting materials, and minutes

Task 1: Develop 2025 RUWMP Table of Contents

1.1 2025 RUWMP TOC

- Develop a proposed Table of Contents for the 2025 RUWMP document.
- Review the DWR Draft 2025 UWMP Guidebook and summarize any changes from the 2020 UWMP Guidebook. Identify which sections of the 2020 IRUWMP will require updates to comply with the 2025 UWMP Guidebook.
- Identify modifications that will be required so the electronic versions of the final documents are fully accessible to people with disabilities.
- Develop a cross-reference table that shows how the document addresses the requirements described in the 2025 UWMP Guidebook.

Task 1. Deliverables

- Draft and Final TOC and summary of the required updates to meet the 2025 RUWMP requirements.

Task 2: Regional Analysis and Regional Chapters

2.1 Introduction, Regional Planning, Governance, Outreach, and Coordination

- Update background information on IRWM Plan, RUWMP and how they relate to the 2025 RUWMP.
- Update the plan organization structure.
- Provide updates and overview of requirements for regional governance and stakeholder involvement.
- Outline the plan preparation and plan adoption process.
- Discuss coordination efforts with neighboring regions.

2.2 Region Description, Regional Water Sources

- Describe the applicability of initial chapters of the RUWMP to all agencies within the planning area.
- Update the region description as needed to meet 2025 UWMP requirements, which may include appendices related to DAC identification and coordination, climate change and GHG emissions, and climate change vulnerability checklist.
- Make updates to the Regional Water Source Management section of Chapter 2 that are directly relevant to the RUWMP analysis.

2.3 Water Budget, Regional Water Use, and Comparison of Regional Supplies and Demands

- Update the regional water budget which includes a comparison of the water demands versus water supplies within the San Bernardino Valley service area, incorporating a summary of the data collected from each of the retail water agencies and documented in their UWMP chapters.
- Coordinate with non-participating water agencies that also rely on the supplies within the San Bernardino Valley region to incorporate their supplies and demands into the regional water budget.
- Evaluate the regional water budget for the following scenarios which incorporate the latest climatological data and water efficiency standards:
 - Normal/Average
 - Wet Year
 - Single-Dry Year
 - 5-Year drought
 - 20-year drought

2.4 Regional Chapters Quality Assurance / Quality Control

- Provide independent review of all deliverables before submittal to agencies.

Task 2. Assumptions

- It is assumed that geospatial data needed to develop maps and other exhibits will be provided by San Bernardino Valley and the other participating agencies.

Task 2. Deliverables

- Chapter 1 through 9 – 100% Draft and Final
- Regional Water Budget – 100% Draft and Final
 - Regional Normal/Average Scenario
 - Regional Wet Year Scenario
 - Regional Single-Dry Year Scenario
 - Regional 5-Year drought Scenario
 - Regional 20-year drought Scenario

Task 3: Individual Water Agency Requirements

For each agency identified below, a draft chapter will be prepared to address the individual agency UWMP requirements and the regional water budget scenarios listed in Task 2. 100% Draft chapters will be presented to each agency for review and will be updated to reflect comments.

3.1 City of Colton – Agency Chapter

3.2 City of Loma Linda – Agency Chapter

3.3 City of Redlands – Agency Chapter

3.4 City of Rialto – Agency Chapter

3.5 Riverside-Highland Water Company – Agency Chapter

3.6 San Bernardino Municipal Water Department – Agency Chapter

3.7 San Bernardino Valley Municipal Water District – Agency Chapter

3.8 West Valley Water District – Agency Chapter

3.9 South Mesa Water Company – Agency Chapter

The scope for preparation of each chapter is defined below and chapters will be tailored for each respective agency.

Data Collection and Review

Provide a customized data request log to each agency detailing the data and documents needed to support the 2025 Update. Follow up with agency staff to obtain the requested data and review for completion.

Demand Projection Scenarios

- Update the 2020 IRUWMP Water Budget excel spreadsheet for use in estimating future demands (or an upper and lower range of demands) for each retailer.
- Collaborate with each agency for selection of one demand scenario for incorporation into the Regional Water Budget. See Task 3.2 for focused working sessions related to this task.

Supply Projections

- Use each agency's selected Regional Water Budget Demand Scenario to develop supply projections by water source to meet projected demand.

Agency Focused Working Sessions

- Hold individual meetings with each agency participating in the RUWMP to facilitate data collection and review individual agency chapters.
- Sessions Include:
 - Agency Kickoff Meeting
 - Demand Projection Review
 - Supply Projection Review
 - WSCP and AWSDA
 - Draft Chapter Review

Public Notices, Presentations, and Compliance Requirements

- Draft and send electronic 60-day notices to interested parties in the region. Work with Core Project Team to update the email distribution list.
- Provide a Public Draft Plan for each agency to post on its website in advance of the public hearing.
- Prepare language for Public Hearing notices for agency staff to publish in a local newspaper. Notices will be drafted in English and Spanish to comply with State laws.
- Draft adoption resolutions for the 2025 Update and the WSCP for agency staff to review and finalize.
- Prepare a brief Powerpoint presentation summarizing the process and conclusions of the 2025 Update to be presented at the Public Hearing.
- If requested, attend the Public Hearing to present and answer questions about the 2025 Update.
- Submit required data and documentation via the agency's WUE Portal prior to the deadline.
- Submit the Final plan to the California State Library
- Provide an electronic copy of the Final 2025 update to all Cities and Counties in the plan area.
- Notify each agency of the deadline to post the Final 2025 Update on its website and verify completion prior to the deadline.

Water Agency Chapters Quality Assurance/Quality Control

- Provide independent review of all agency deliverables before submittal.

Task 3. Assumptions

- *If the agency elects to prepare its own UWMP Chapter, WSC will coordinate with them to incorporate supply and demand data into the Regional Water Budget.
- WSC will work directly with the designated staff at each participating UWMP agency for this portion of the work.
- Each agency will provide a reference for a completed Hazard Mitigation Plan or Risk and Resilience Assessment to fulfill the seismic assessment required by DWR.
- Each agency will have minor updates to their WSCP, Annual Water Supply Assessment, and Drought Risk Assessment, if required, included in their individual chapter. If more in depth revisions to these elements are desired, see Optional Task 3.12.
- Each agency will request that DWR provide WSC with access to its WUE portal to upload the required information.

Task 3. Deliverables

- Individual Agency Chapters – 100% Draft and Final
- All UWMP supporting data including:
 - System Description and Service Area
 - Water Supply and Water Use
 - Water Supply Reliability Assessment
 - Drought Risk Assessment
 - Water Shortage Contingency Plan
 - Demand Management Measures
 - Supporting Regional Documentation similar to Part 3 of the 2020 IRUWMP
 - Supporting UWMP Agency Documentation similar to Part 3 of the 2020 IRUWMP
- Templates for public notices and adoption documents
PowerPoint presentation for use at public presentations

Task 4: Draft and Final 2025 Update

4.1 Prepare Draft and Final Document

- Assemble all the completed documents from Tasks 1-3 into one comprehensive Draft 2025 Update document based upon the approved table of contents.
- Prepare a list of comments received on the draft and proposed responses and circulate for review and approval
- Incorporate comments and prepare a Public Draft 2025 Update

Revised Scope of Work

- Following adoption, prepare a Final 2025 Update with all attachment and adoption resolutions.

4.2 Prepare Enhanced Executive Summary

- Prepare a graphical executive summary similar to the 2020 IRUWMP that summarizes the key analysis and conclusions in layman’s terms to meet UWMP requirements and provides an easy to read, user-friendly document that can shared with a broad range of interested parties.

Task 4. Assumptions

- The consultant shall assure that electronic versions of the plan meet the specifications of Section 508 of the Rehabilitation Act and be fully available to people with disabilities.

Task 4. Deliverables

- 100% Draft - Updated RUWMP
- List of comments on the Draft Update and proposed responses
- Final – Updated RUWMP
- 5 hardcopies to each participating agency (estimated expense is included in Optional Task 4.3)
- Electronic files (native file formats and a PDF version of the entire report)
- Enhanced Executive Summary Draft and Final
 - Once finalized, all electronic files will be submitted to San Bernardino Valley in the latest editions of the following: AutoCAD, ArcGIS, Microsoft Office Suite, and, Adobe Acrobat.

Optional Tasks

The following optional tasks provide agencies with the flexibility to tailor their scope and support according to their unique requirements. Some of these tasks include, updating the individual agency plan roadmaps, and the potential for developing a comprehensive regional data warehouse. WSC will provide support and customization to any of these initiatives to fit the agency's needs while ensuring ease of integration to foster collaboration within the region.

Optional Subtasks for Task 3 – Individual Water Agency Requirements

Any of the following optional scope items can be added to individual agency scopes in Task 3 to customize the level of support for each agency.

Optional Task 3.1: Compliance Review and Integration of Agency Prepared Chapter

If any agency elects to prepare its own chapter, WSC can provide a compliance review for consistency and incorporate the chapter into the 2025 RUWMP document. Optional Task 3.1 has been added for this purpose and would apply instead of Task 3.1-3.11 for any agency who prepared its own chapter.

- WSC will conduct three coordination calls with Agency staff to discuss preparation of their UWMP chapter, align methodologies to be consistent with the region where possible, and review comments on the draft chapter prepared by the agency.
- WSC will review the draft UWMP chapter prepared by the agency for consistency with the 2025 UWMP requirements and advise the Agency if any changes are recommended for DWR compliance.
- WSC will incorporate the agency's UWMP chapter into the 2025 RUWMP.

Optional Task 3.2: Detailed WSCP Updates (per agency)

While DWR is not expected to require updates to WSCPs in the 2025 UWMP cycle, some agencies may elect to make targeted updates to their WSCP to remove actions they do not intend to implement and/or increase their flexibility and autonomy in selecting and implementing shortage stages and response actions that are deemed necessary for the given conditions. This may be particularly helpful if the State mandates certain stage implementation with all potential actions listed in a WSCP, like it has historically. The scope to perform targeted updates to an agency's WSCP would include:

- Coordinate with individual agency staff via virtual meetings to review WSCP update objectives to inform recommended updates to the WSCP.
- Update the WSCP to allow for alignment with DWR's 6-stage framework, potential State mandates to implement a given shortage stage, and consideration of ability to further reduce demand at the given time. Refine shortage stage triggers to allow more flexibility to implement an appropriate stage and actions rather than being automatically triggered if supply is reduced by a given amount or the State mandates reductions even though a supply shortage does not exist.
- Provide a revised list of shortage response actions along with estimates of their expected effectiveness. Associate actions with stages in a way that preserves the supplier's ability to

only implement necessary actions rather than being mandated by the State to implement unnecessary actions despite the lack of need.

- Conduct a virtual workshop to review and refine the WSCP updates.

Optional Task 3.3: CWOL Roadmap (per agency)

While DWR is not expected to require detailed information on Conservation as a Way of Life (CWOL) or UWUO compliance or readiness as part of the 2025 UWMP requirements, some agencies may elect to use this opportunity to gain more clarity on how the regulation will impact their specific agency, what actions it will need to take and on what timeline to comply with the Conservation Way of Life (CWOL) requirements, and if there is any flexibility in the regulations given each agency's unique situation. An understanding of these factors will help inform an agency's future staffing and budgeting decisions related to compliance with the CWOL requirements. Under this optional Task, WSC would provide the following services to support Conservation Regulation UWUO and CII Performance Measures (PM) compliance readiness.

- UWUO optimization screening. Assess opportunities to increase the UWUO through processes defined in the regulation, including review of inputs for adjustment in the Annual Water Use Report, review of available new development landscape area data, and review of residential extensions landscape area to be provided by the State for agency review.
- Use of the California Data Collaborative's variance modeler to assess which variances could be impactful and further investigated. WSC would not fully develop the data needed to obtain variance approval from the State.
- Recommend optional compliance options and alternative compliance pathways.
- Summarize other steps to take to refine the UWUO, such as determining Special Landscape Areas (SLAs) and categorization of multi-family residential irrigation of recreational areas as CII SLAs that receive a higher landscape efficiency factor to increase the UWUO.
- Define a plan for CII Performance Measure (CII PM) compliance. Provide preparation and compliance schedule, cost estimates for compliance, potential funding options, and identification of resources, staff time, or consultant budget needed to prepare for the following CII PMs:
 - Classify all CII customers into 22 required categories.
 - Identification of top 2.5% and 20% of CII users and Best Management Practices (BMPs) for those users.
 - Identify large landscapes with mixed-use meters (MUM) using CII landscape area measurement (LAM) data (once available from the State, SAWPA, or another source).
 - Use of GIS to measure and link irrigated areas for large landscapes and dedicated irrigation meters (DIM).
 - Investigate cost/benefit of installing DIMs or using in-lieu options + BMPs for large landscape MUM conversion.
 - Identify non-functional turf areas and develop a plan for compliance with AB 1572.

- Conduct a virtual workshop with supplier staff to inform key stakeholders across the organization of the requirements and necessary associated agency efforts described above. Solicit feedback and identify responsible parties or resources needed for compliance actions.
- Develop a CWOL Roadmap deliverable that incorporates previously described analysis, workshop feedback, and recommendations for compliance with the CWOL Regulation components. The CWOL Roadmap will include actionable steps and a summary of compliance needs to inform future budgeting, staffing, and/or need for consultant support.

○ .

3.14 Optional Task: Compliance Review and Integration of Agency Prepared

Chapter

- WSC will conduct three coordination calls with Agency staff to discuss preparation of their UWMP chapter, align methodologies to be consistent with the region where possible, and review comments on the draft chapter prepared by the agency.
- WSC will review the draft UWMP chapter prepared by the agency for consistency with the 2025 UWMP requirements and advise the Agency if any changes are recommended for DWR compliance.
 - WSC will incorporate the agency's UWMP chapter into the 2025 RUWMP.

Optional Subtask for Task Optional Task 4 – Draft and Final 2025 Update

Optional Task 4.1: Hard Copy Printing Expense

- The estimated printing and delivery cost for a UWMP agency hard copy is \$800 per copy but will be verified by requesting printer quotes once the number of pages in the document is finalized. UWMP agency hard copies are assumed to include all of Part 1, the agency's chapter from Part 2 and the agency's appendix from Part 4. Part 3 will not be printed. The expense budget for this task is based on providing 3 UWMP agency hard copies to each participating agency, for a total of 33 copies.
- The estimated printing and delivery cost for a full RUWMP hard copy is \$2,800 per copy but will be verified by requesting printer quotes once the number of pages in the document is finalized. A full RUWMP hard copy is assumed to include all of Parts 1, 2, 3, and 4. The expense budget is based on providing 1 RUWMP hard copy to San Bernardino Valley.
- The RFP assumes 5 per agency but the reduced assumption in this scope is based on the actual total number of copies requested by agencies for the 2020 IRUWMP.

Optional Task 5 – Develop Regional Data Warehouse

5.1 Optional Task: Develop Regional Data Warehouse

This 2025 Update is an opportunity to take the initial steps toward a powerful, next generation data management approach and create a foundation that can be leveraged and built upon as part of

subsequent regional work. WSC proposes to work with the agencies to develop a Regional Data Warehouse (an integrated SQL Database and ESRI Geodatabase) and an RUWMP data management process that streamlines data collection efforts. WSC would collaborate with the agencies to develop a Data Warehouse design, import the data, develop automated processes, support deployment of the SQL database and develop a TM detailing the data sources, outputs, and dependencies to ensure data transparency and facilitate future maintenance.

5.1.1 Initial Data Import & Process Selection

- Data classification, import, and processing: Analyze data sources and develop processes to facilitate efficient initial data import and future updates. Selection between manual or automated processes is based on data availability and source update frequency

5.1.2 Data Warehouse Design & Development

- Design SQL database schema for an enterprise SQL database to store agency and SBVMWD supply and demand related data for use in the RUWMP and ongoing needs. This warehouse will serve as the foundation for the RUWMP and future tools.

5.1.3 Process Geospatial Data

- Develop an ESRI file geodatabase containing processed feature layer that share common keys with the SQL database where appropriate

5.1.4 Develop Data Processes

- Develop data validation automation processes
- Develop demand model processes
- Build report tables & export process

5.1.5 SQL Database Deployment

- Collaborate with SBVMWD Information Technology staff to deploy the SQL database within SBVMWD's environment.
- Configure Python scripts to run at set intervals for ongoing automation.

5.1.6 Process Updates and Maintenance

- Implement an ongoing browser-based data download process that adapts to changes in the third-party agency's web page HTML code.
- Perform maintenance if significant changes occur to the agency's website design.

5.1.7 Data Management Documentation

- Create comprehensive documentation detailing the data sources, outputs, and dependencies to ensure data transparency and facilitate future maintenance.

Task 5. Assumptions

- Basic historic data, including but not limited to supply and demand data will, by default, be imported from State and other external sources. If an agency wishes to supplement State data, a one-time import will be conducted of supplemental data for this RUWMP. Optional customized update processes can be developed to streamline the import and update of this data with agency-provided data if desired. If supplemental data is used, it must be provided in an electronic tabular format that is easily reproducible by the agency to facilitate future updates.
- Any optional and required agency data will be provided in an electronic tabular format that is easily reproducible by the agency to facilitate future updates of both the SQL database and the Excel Supply & Demand tool deliverable.
- The SQL database will be created using Microsoft SQL Server 2022. Alternatives can be explored.
- The SQL database will be deployed onto SBVMWD's enterprise SQL server; alternatively, a SQL Express server can be configured on an SBVMWD-supplied computer.
- SBVMWD has a process for scheduling Python scripts. Windows Task Scheduler can be used on an SBVMWD-supplied computer.
- SBVMWD will allow the installation of a Python 3.11 interpreter and required Python libraries.
- For the continued import of URWS conservation supply & demand data, SBVMWD will allow the Python script to manage the Chrome driver on the computer where the Python interpreter is installed.
- All updated 3rd party data will continue to be provided by the 3rd party sources.
- SBVMWD maintains an ESRI license and has staff that is familiar with file geodatabases.
- SBVMWD IT staff will be available to provide necessary access and support for deployment and integration with existing systems.
- SBVMWD staff will maintain the SBVMWD provided process computer.

5.2 Optional Task: Regional Water Management Dashboard Development

An additional data development and management option is the development of a Regional Water Management Dashboard. This would include developing an ESRI Online dashboard with a regional and agency level summary of historic and projected supply and demand that agencies can engage with in a user-friendly format. WSC would collaborate with the agencies to develop a Dashboard design, import the data from the Regional Data Warehouse, develop automated processes to keep the data updated, and support deployment of the Dashboard.

Dashboard Development

- Summary Dashboard Layout Development: Develop ESRI dashboard that provides one regional summary supply and demand layout.

Revised Scope of Work

- Detail Dashboard Layout Development: Develop 1 additional layout that will allow the selection of one agency at a time and provide that agency's specific detailed supply and demand information.
- Dashboard Deployment: Collaborate with SBVMWD Information Technology staff to deploy a clone of the ESRI dashboard using a python script and the ERSI ArcGIS API.
- Dashboard Update Automation: Develop a python script that uses ESRI's ArcGIS API to automatically update the dashboard's ESRI online source tables with updated data from the SQL database.

Assumptions:

- All assumptions from the Data Management task are met
- SBVMWD will provide an ESRI online license with the required access for the python script(s).
- SBVMWD IT staff will be available to provide necessary access and support for dashboard deployment and integration with existing systems.
- SBVMWD will allow the install of an ESRI specific python interpreter and environment on a SBVMWD computer with the necessary libraries to access the ESRI ArcGIS API.
- SBVMWD will provide an ArcPro 3.2 or greater desktop installation and necessary licensing on the provided SBVMWD computer that the ESRI ArcGIS script will run on.
- SBVMWD staff will maintain the SBVMWD provided process computer.
- SBVMWD will maintain access to the dashboard to involved agencies.
- Any agency that desires to access the dashboard will obtain an ESRI ArcGIS Online license
-

Task No. Task Description	WSC													Blua Consulting		ALL FIRMS		
	Principal in Charge	Project Manager	QA/QC & Tech Advisor	Data, Tools and Dashboards	Lead Author	Demand Model and UWJO	Outreach & Engagement	Lead Author	Lead Author	IRUWMP Support	Admin	Graphics Support	WSC Labor Fee	Labor Hours	Labor Fee	Total Labor Hours	Total Labor Fee	Total Fee
	Jeffery Szytel	Laine Carlson		Brendan Hamilton	Sydney Santos	Spencer Waterman	Amy Stevens	Patricia Parks	Aaron Morland									
<i>Billing rates, \$/hr</i>	\$419	\$370	\$370	\$281	\$270	\$270	\$259	\$204	\$204	\$171	\$166	\$154						
0 Project Management																		
0.1 Project Administration	2	24						72			20		\$ 27,726			118	\$ 27,726	\$ 27,726
0.2 Routine Progress Meetings		24						48					\$ 18,672			72	\$ 18,672	\$ 18,672
0.3 Kickoff Meeting		6				2		8	4				\$ 5,208	4	\$ 460	24	\$ 5,668	\$ 5,668
0.4 Regional Workshops	2	12				4		24	12				\$ 13,702	12	\$ 2,760	66	\$ 16,462	\$ 16,462
SUBTOTAL	4	66	0	0	0	6	0	152	16	0	20	0	\$ 65,308	16	\$ 3,220	280	\$ 68,528	\$ 68,528
1 Develop 2025 RUWMP Table of Contents																		
1.1 2025 RUWMP TOC		2				2		4	8				\$ 3,728			16	\$ 3,728	\$ 3,728
SUBTOTAL	0	2	0	0	0	2	0	4	8	0	0	0	\$ 3,728	0	\$ -	16	\$ 3,728	\$ 3,728
2 Regional Analysis and Regional Chapters																		
2.1 Introduction, Regional Planning, Governance, Outreach and Coordination		4						4	12		4		\$ 5,408			24	\$ 5,408	\$ 5,408
2.2 Region Description, Regional Water Sources		8	2					8	20		4		\$ 10,076			42	\$ 10,076	\$ 10,076
2.3 Water Budget, Regional Water Use, Comparison of Regional Supplies and Demands		16	2	20				48	48		4		\$ 32,528			138	\$ 32,528	\$ 32,528
2.4 Regional Chapter QA/QC			6										\$ 2,220			6	\$ 2,220	\$ 2,220
SUBTOTAL	0	28	10	20	0	0	0	60	80	0	12	0	\$ 50,232	0	\$ -	210	\$ 50,232	\$ 50,232
3 Individual Water Agency Requirements																		
3.1 City of Colton		14	1	2		4			44	56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
3.2 City of Loma Linda		14	1	2		4			44	56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
3.3 City of Redlands		14	1	2		4			44	56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
3.4 City of Rialto		14	1	2		4	44			56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
3.5 Riverside Highland Water Company		14	1	2		4	44			56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
3.6 San Bernardino Municipal Water Department		14	1	2		4	44			56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
3.7 San Bernardino Valley Municipal Water District		14	1	2		4		44	44	56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
3.8 West Valley Water District		14	1	2		4	44			56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
3.9 South Mesa Water Company		14	1	2		4			44	56	8	1	\$ 27,226	6	\$ 1,380	136	\$ 28,606	\$ 28,606
SUBTOTAL	0	126	9	18	0	36	0	176	220	504	72	9	\$ 245,034	54	\$ 12,420	1224	\$ 257,454	\$ 257,454
4 Draft and Final 2025 Update																		
4.1 Prepare Draft and Final 2025 IRUWMP		18						20	12	48	48		\$ 29,364	12	\$ 2,760	158	\$ 32,124	\$ 32,124
4.2 Enhanced Executive Summary	1	6					4	12				32	\$ 11,051			55	\$ 11,051	\$ 11,051
SUBTOTAL	1	24	0	0	0	0	4	32	12	48	48	32	\$ 40,415	12	\$ 2,760	213	\$ 43,175	\$ 43,175
COLUMN TOTALS	5	246	19	38	0	44	4	424	336	552	152	41	\$ 404,717	82	\$ 18,400	1943	\$ 423,117	\$ 423,117
OT 3 Optional Subtasks for Task 3																		
OT 3.1 Integration of Agency Prepared Chapter (per agency)		4						12			4		\$ 4,592			20	\$ 4,592	\$ 4,592
OT 3.2 Detailed WSCP Update (per agency)		1				6		4					\$ 2,806	8	\$ 1,840	19	\$ 4,646	\$ 4,646
OT 3.3 CWOL Roadmap (per agency)		2				20		2				2	\$ 6,856	12	\$ 2,760	38	\$ 9,616	\$ 9,616
Optional Subtasks for Task 3 TOTAL	0	7	0	0	0	26	0	18	0	0	4	2	\$ 14,254	20	\$ 4,600	77	\$ 18,854	\$ 18,854
OT 4 Optional Subtasks for Task 4																		
OT 4.1 Hard Copy Printing Expense													\$ -			0	\$ -	\$ 30,000
Optional Subtasks for Task 4 TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	0	\$ -	0	\$ -	\$ 30,000
OT 5 Develop Regional Data Warehouse																		
OT 5.1 Develop Regional Data Warehouse	10	28	2	316		44		18			8	12	\$ 122,814			438	\$ 122,814	\$ 122,814
OT 5.2 Regional Water Management Dashboard		14		92				16					\$ 34,296			122	\$ 34,296	\$ 34,296
Develop Regional Data Warehouse TOTAL	10	42	2	408	0	44	0	34	0	0	8	12	\$ 157,110	0	\$ -	560	\$ 157,110	\$ 157,110



City of Rialto

Legislation Text

File #: WS-25-0231, **Version:** 1, **Agenda #:**

For Water Subcommittee Meeting March 27, 2025

TO: Water Subcommittee Members

APPROVAL: John Rossi, Interim Utilities Director

Utilities Director Update:

1. Update on the CEQA Process for the Dr. June Hayes and Deborah Robertson Habitat Nature Center.
2. Update on the City of Rialto Fire Preparedness efforts.
3. Veolia's Monthly Operations Report (MOR)_March 2025 (reporting period January 2025). (Attachment 1)

RWS/Veolia Monthly Operations Report

MARCH 2025

Reporting period January 2025



**RIALTO
CUSTOMER SERVICE & REVENUE
MONTHLY OPERATIONS REPORT**

Reporting Period:

January 2025

Prepared for: Rialto Water Services

Prepared by: Veolia Water West Operating Services



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I. CUSTOMER SERVICE SUMMARY

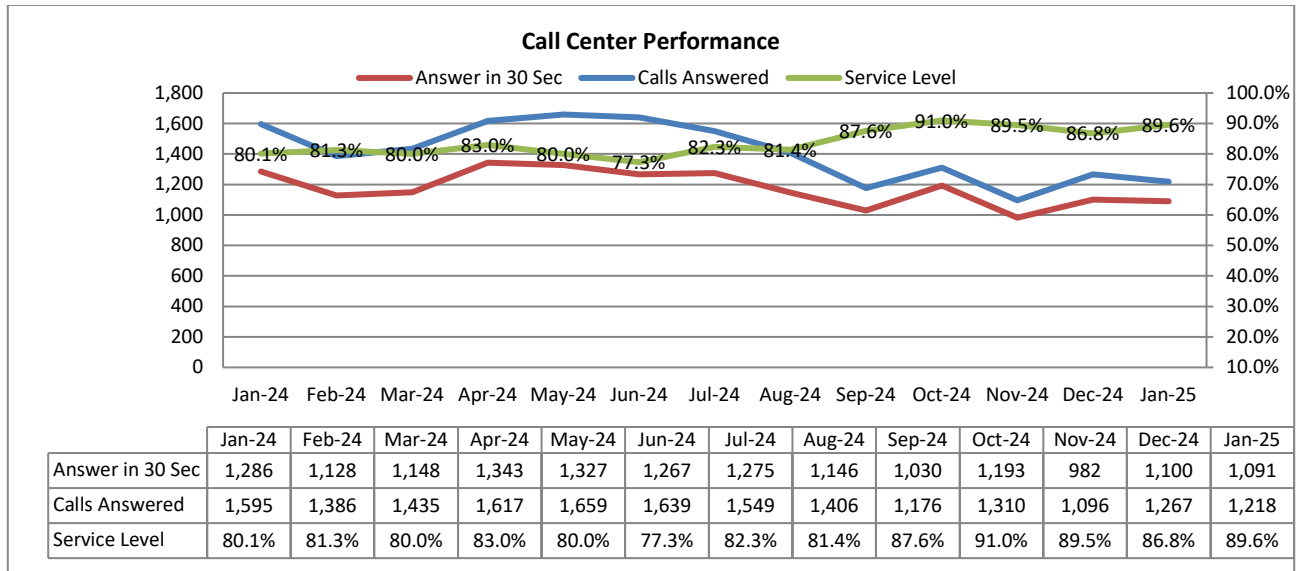
During this reporting month, the Customer Service team provided call service level of 89.6%. Out of 1,218 inbound calls answered 1,091 were answered within the first 30 seconds.

Water consumption has increased by 2.4% when compared against previous month. When compared against last year, consumption has increased by 25.7%.

Sewer revenue has decreased by 1.6% compared to the prior month and increased by 3.2% from last year.

II. CALL CENTER PERFORMANCE

During this reporting month, service level was 89.6% with 1,091 out of 1,218 being answered within the first 30 seconds. Overall average wait time was twenty-one (21) seconds.



III. AUTOMATED SERVICES

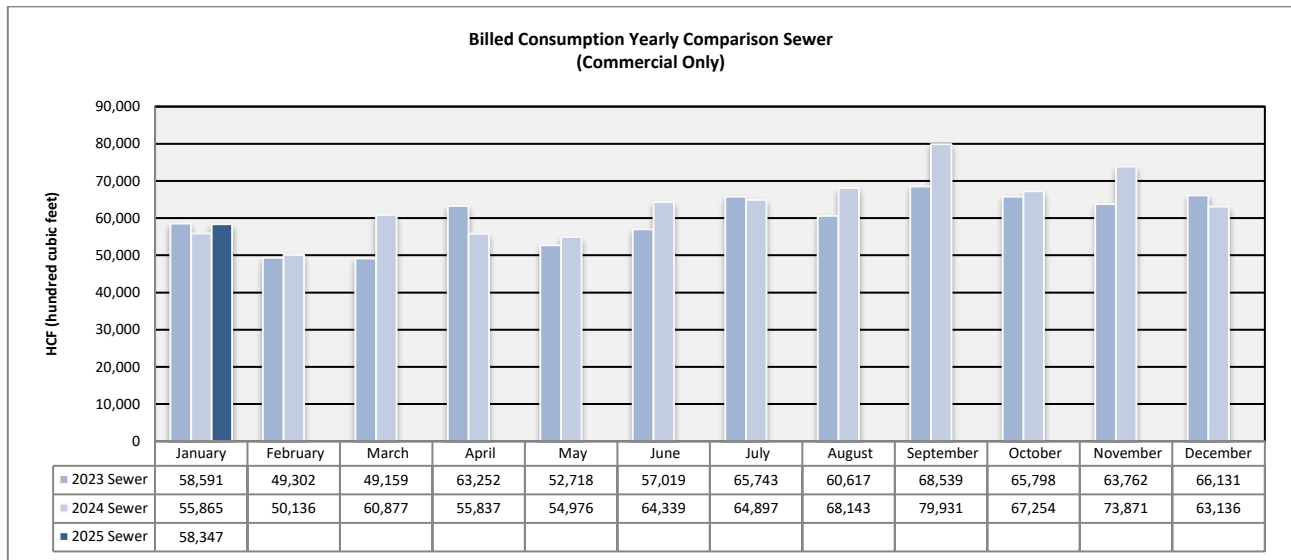
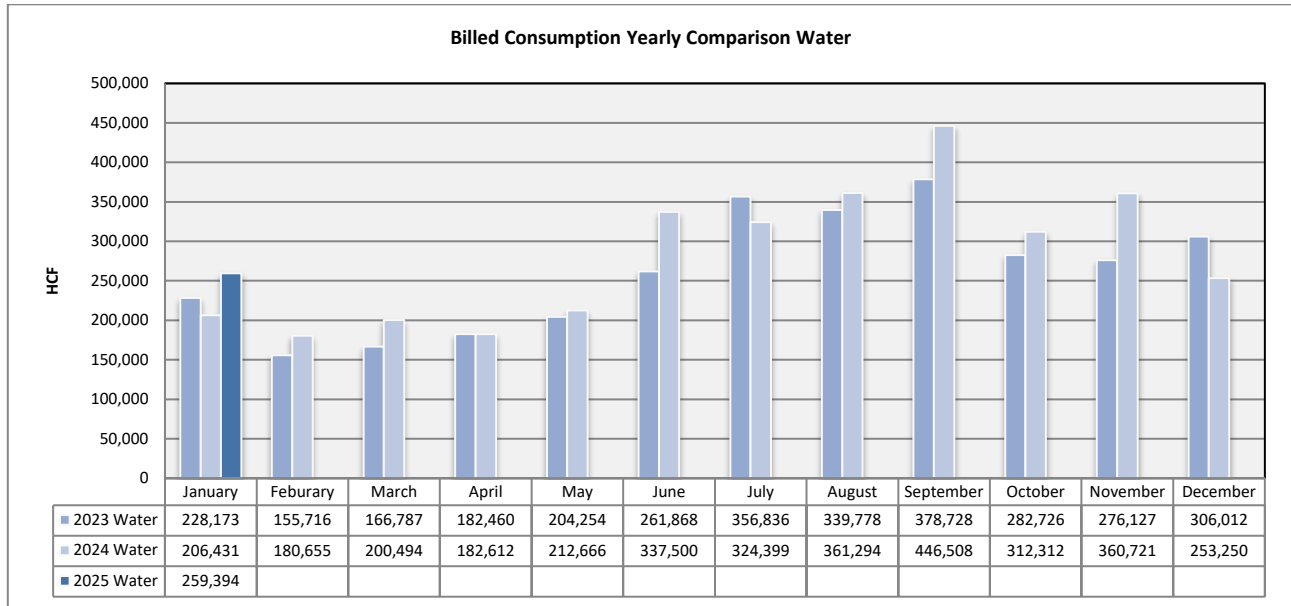
About 12,347 or 54.6 of the rate payers have created log-ins to access their accounts online. Of these customers, with online access, 48.4% have chosen the e-bill option. This e-bill participation is 9.0% increase from January of the prior year.

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25
Number of Bills	22,204	22,246	22,202	22,369	22,331	22,372	22,410	22,425	22,470	22,541	22,571	22,575	22,587
Number of Bill Adjustments (during billing)	15	18	10	12	16	10	11	9	5	11	9	29	17
Automated Over the Phone Payments	2,700	2,539	2,539	2,592	2,382	2,058	2,250	2,310	2,050	2,483	2,092	2,436	2,509
Online Payment	10,027	8,553	7,756	9,888	9,126	7,457	9,828	9,302	7,538	9,302	7,804	10,320	9,747
E-bill Participants	5,497	5,534	5,564	5,610	5,654	5,683	5,731	5,770	5,814	5,855	5,922	5,959	5,997
Auto Pay Participants (New Portal)	3,984	4,007	4,054	4,082	4,129	4,165	4,221	4,273	4,278	4,305	4,343	4,367	4,420
PayNearMe	128	100	115	118	111	88	114	118	92	95	93	95	108

IV. CONSUMPTION & BILLING

A. Consumption

Water consumption has increased by 2.4% when compared against previous month. When compared against last year, consumption has increased by 25.7%. This increase is attributed to higher number of days during this billing period.



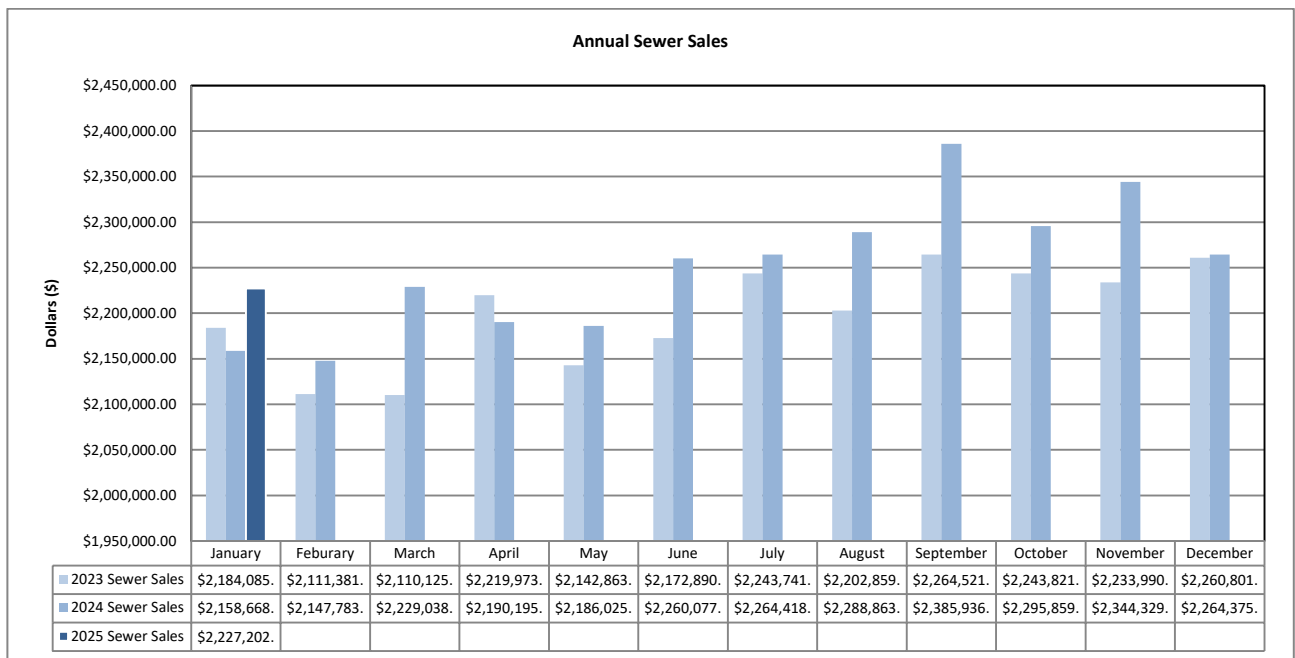
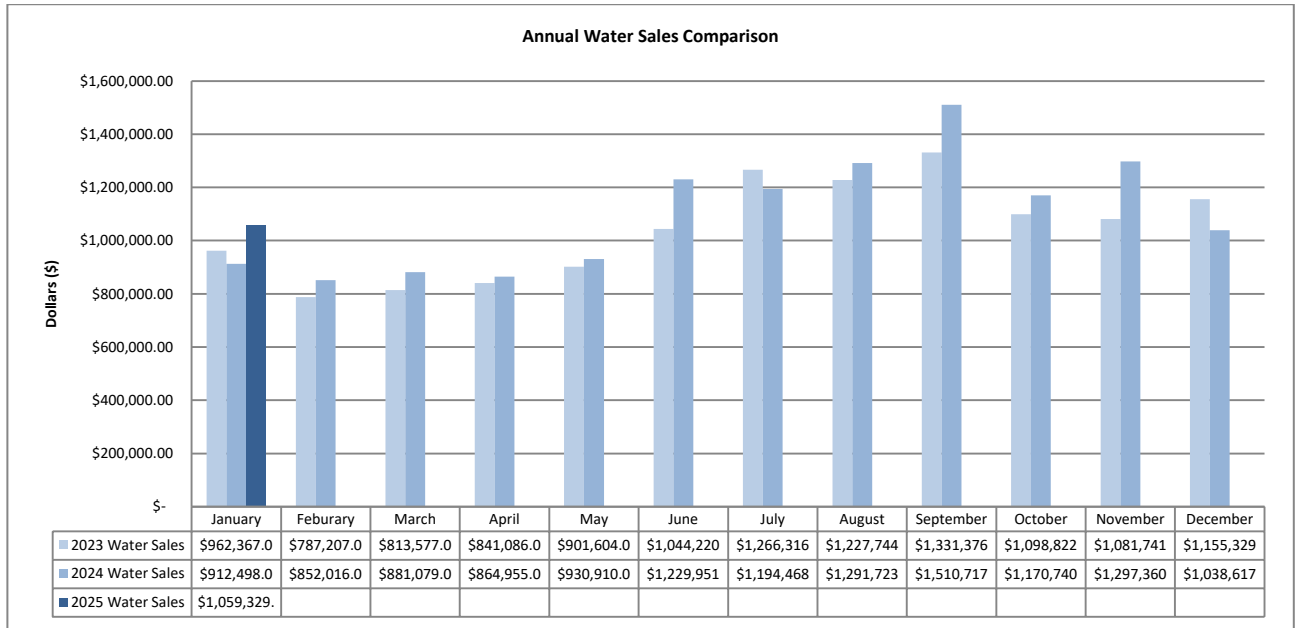
B. Billing

A total of 22,587 bills were mailed or sent out electronically in January. Billing accuracy was 99.92% with seventeen (17) requiring adjustments after bill generation.

V. REVENUE & AGING

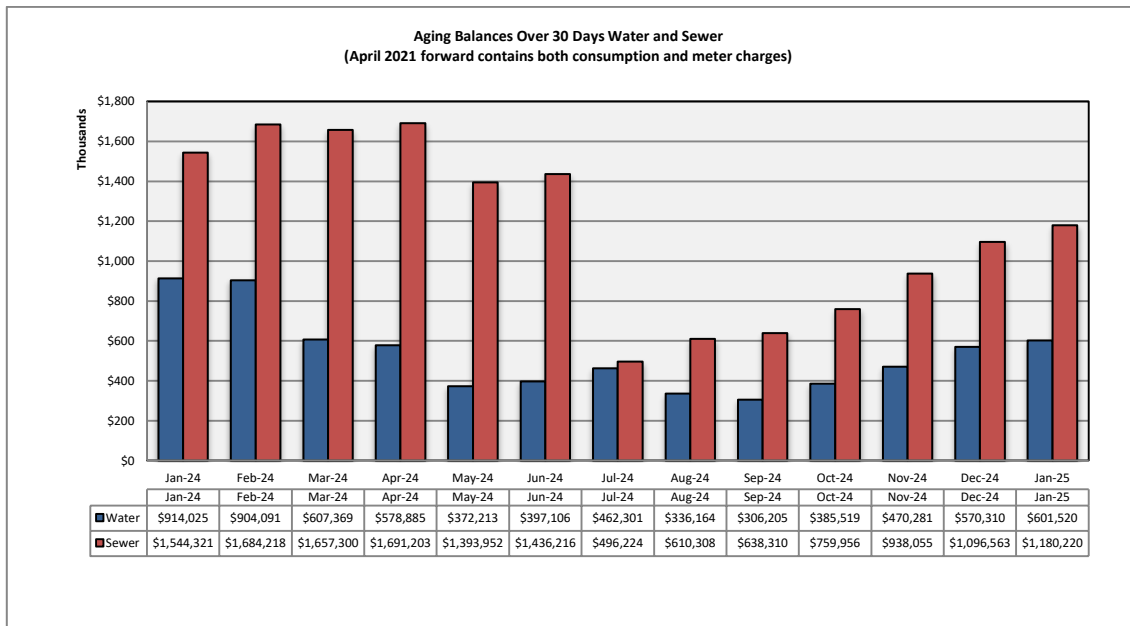
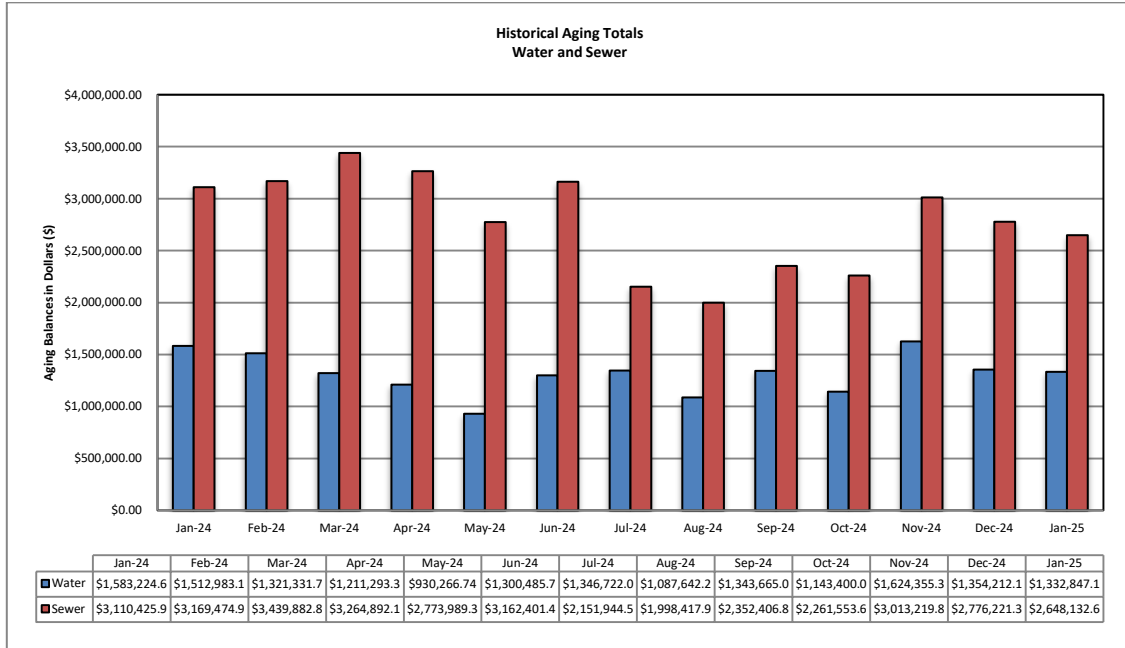
A. Revenue

Water revenue has increased 2.0% when compared against the prior month and increased 16.1% when compared against previous year. Sewer revenue has decreased by 1.6% compared to the prior month and increased by 3.2% from last year.



B. Aging

The total aging balance has decreased by 3.6%, *see first table below*. For balances >30-days only, water has increased 5.5% and wastewater has increased by 7.6%.



C. Bad Debt

Twenty-one (21) accounts were sent to collections for a total amount of \$8,552.62. These collections typically arise when renter or property owner move out without paying their bills.

VI. SERVICE ORDERS

207 service orders were initiated by the customer service team during the reporting month. Of this total, 73 service orders or 35.2% were due to occupant changes.

80 service orders were initiated to accommodate water disconnection for non-payment and reconnection of water services when customer set up (or reinstate) a payment arrangement with down payment.

VII. OTHER ACTIVITIES

Rate changes effective January 1, 2025 will be reflected in bills created in February 2025, as portion of the water consumptions will be from December 2024. UUT exemption for residential and multi-residential will be show up on the February bills as well.

VIII. REVENUE REPORT

A. Revenue Summary

Cash Revenue is compiled and reconciled to the merchant account on a daily basis. Cash receipts and deposits are made daily and internal controls are reviewed regularly to ensure safeguarding of assets and proper recording of all transactions. Total revenue collected in January 2025 is \$4,280,000 whereas Non-Rate Revenue is \$169,000; Utility Revenue is \$3,851,000 and Tax / Ambulance Revenue at \$260,000.

RWS collects Utility User Taxes and Ambulance Fees on behalf of the City of Rialto. The Utility User Tax (UUT) rates are based on the total billed amount, therefore the collection fluctuates as billed amounts change. The total UUT charges collected in January 2025 and January 2024 are \$255,000 and \$280,000 respectively. Ambulance Revenue is also collected on behalf of the City of Rialto totaling \$5,000 in January 2025 and \$5,000 in January 2024.

B. Non Rate Revenue - Extraterritorial Customers

RWS bills the City of Fontana \$123,000 each month for extraterritorial sewer usage.

Colton Unified School District is in agreement with RWS to pay \$5,000 monthly for sewage connections based on enrollment rates provided each school year.

An extraterritorial agreement to provide sewer service was executed between the City of Rialto and the County of San Bernardino—County Service Area 70, Zone BL (Bloomington). This housing development project generates extraterritorial sewer service revenue of \$19,000 per month.

The City has an agreement with Social Science Services dba Cedar House Life Change Center to provide extraterritorial sewer service providing sewer revenue of about \$8,000 each month.

C. Non-Rate Revenue – Other

Other revenue is generated by leasing space for cell towers to AT&T, which has two leases at \$2,073 and \$1,500. Sprint lease is at a currently contracted rate of \$1,700 each month. Vertical Bridge also provides \$2,400 a month of cell tower generated Revenue.

Rialto Bioenergy Solutions subleased a City property for \$10,750 a month.

The City and San Bernardino Valley Municipal Water District have entered into a Brine Line Capacity Agreement on January 23, 2021. This agreement pertains to the use of its interest in the SARI Line and discharge of certain brine waste to the SARI Line exclusively from the operation of Rialto Bioenergy Facilities within the City’s boundaries. The revenue generated in this agreement consists of quarterly rent of \$37,500 along with the Fixed Pipeline Capacity Fee of \$3,300 per month and Fixed Treatment Plant Capacity Fee of \$3,300 per month. In addition, a variable fee of any discharge costs are also billed.

The San Bernardino Valley Water District (SBVWD) reimburses RWS for water conservation programs provided to customers. A quarterly bill is delivered directly by the City.

D. Development Impact Fees

Development Impact Fees (“DIF”) are paid to the City of Rialto as various developments are completed in the City. As such, the City of Rialto receives monies from the various developments, which is then distributed to RWS. There was no DIF payment received in January of 2024.

E. Rialto Basin Water Rights and Leasing

A Standby Water Lease Agreement between Fontana Union Water Company and City of Rialto is in effect. For the Water 2023-2024 Water Year, RWS received a payment from San Bernardino County the amount of \$332,624 for Standby Charges and Production Charges.

In addition, the County is also billed annually for Rialto Well #3’s summertime electricity costs based on peak usage.

F. Cash Collections by Payment Method – Rialto Water Services

Payment Method	Description	Transaction Count	JANUARY 2025	%
Carrier Deposits	Cash deposits prepared per day for transport to US Bank	21	\$ 120,688	3.12%
Remote Check Deposits	Scanned batches of checks payments made at the customer service counter	21	291,981	7.55%
EBOX	Batches of electronic customer payments posted to customer accounts at US Bank.	21	332,865	8.61%
PAYMENTUS - IVR / Paymentus / Walk-in Credit Card payment	Customer payments by credit cards and ACH / eCheck payments through an Interactive Voice Response system using a touchtone phone. Payments originated from Merchant online service	13,390	2,011,139	52.00%
Lockbox Deposits	Batches of customer payments mailed in to US Bank's lockbox.	17	1,098,091	28.39%
Pay Near Me	Cash payment service that allows customers to pay at a local 7-Eleven, CVS, or Family Dollar stores.	108	12,774	0.33%
Total Revenue per Bank			\$ 3,867,538	100%
Recon to RUA Recap:				
Adj detailed in RUA			412,839	
Prior mo. Correction				
RUA increase in Cash			\$ 4,280,377	

Transaction Counts for Carrier Deposits, Remote Deposits, UB Bill Conc Service (EBOX), and Lockbox Deposits reflect number of batches deposited to the bank. Transaction counts for credit card POS, IVR, and Pay-Near-Me transactions are per number of customer payments. IVR payments are received and process by Paymentus on the day the transactions are made. General ledger are posted and accounted for the following day the payments are processed.

G. Payment Collection Method – Fiscal Year to Date

	Jul 2024	Aug 2024	Sept 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	TOTAL	%
Cash Deposits	\$ 122,310	\$ 116,600	\$ 111,287	\$ 121,951	\$ 89,627	\$ 122,268	\$ 120,688	\$ 804,732	2.91%
Remote Check Deposits	227,143	953,011	383,642	394,629	613,264	685,915	291,981	\$ 3,549,584	12.83%
EBOX	334,259	346,067	289,347	349,088	288,522	322,671	332,865	\$ 2,262,818	8.18%
Paymentus, IVR, Credit Cards	1,827,817	1,855,221	1,688,345	2,034,573	1,499,559	2,049,055	2,011,139	\$ 12,965,709	46.86%
Lockbox Deposits	1,169,619	1,273,243	1,089,604	1,285,860	903,561	1,175,827	1,098,091	\$ 7,995,804	28.90%
Pay Near Me	14,561	14,530	10,989	11,968	10,491	12,923	12,774	\$ 88,237	0.32%
Total Revenue to Bank	\$ 3,695,709	\$ 4,558,672	\$ 3,573,214	\$ 4,198,068	\$ 3,405,024	\$ 4,368,659	\$ 3,867,538	\$ 27,666,884	100.00%
NSF	(7,962)	(4,947)	(8,970)	(8,950)	(21,124)	(20,764)	(9,479)	\$ (82,195)	
Net deposits	\$ 3,687,747	\$ 4,553,726	\$ 3,564,244	\$ 4,189,118	\$ 3,383,900	\$ 4,347,895	\$ 3,858,059	\$ 27,584,689	

H. Cash Collections on Behalf of the City of Rialto-Prior Year Comparison

	Jan 2025	Jan 2024	Variance
UUT Water	\$ 77,444	\$ 89,492	\$ (12,047)
UUT Sewer	177,715	190,605	(12,890)
Ambulance	5,319	5,325	(6)
Total	\$ 260,478	\$ 285,422	\$ (24,944)

I. Non-Rate Revenue + Utility Revenue Collections Prior Year Comparison

	Jan 2025	Jan 2024	Variance
Non-Rate / Extra Territorial Revenue	\$ 169,267	\$ 40,373	\$ 128,893
Utility Revenue	\$ 3,850,632	\$ 3,744,471	\$ 106,162
Total	\$ 4,019,899	\$ 3,784,844	\$ 235,055

J. Non-Rate Revenue + Utility Revenue Collected Fiscal Year-to-Date

	Jul 2024	Aug 2024	Sept 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	TOTAL
Non-Rate Revenue								
Cell Tower Rent, Lease	5,647	19,985	21,506	66,161	55,391	9,235	12,824	190,748
Interest Income	19,290	9,559	-	-	-	-	-	28,850
NRR-FOG	-	-	-	-	-	-	-	-
Municipal Water Sales	-	-	-	-	332,624	-	-	332,624
Extra Terr- Sewage	31,463	252,123	161,340	185,039	136,360	128,586	145,544	1,040,455
Abatement of Expenses	-	-	-	-	-	-	-	-
Water Meter Lost/Damaged/Repl	1,419	710	2,129	5,171	-	-	4,924	14,353
Misc Fees - New Occ, Same Day Svc	5,877	4,453	4,939	5,629	3,067	5,525	5,945	35,434
Miscellaneous Revenue - Sewer	-	-	-	-	-	-	-	-
NSF	-	342	-	152	35	-	30	559
Total Non-Rate Revenue	\$ 63,697	\$ 287,171	\$ 189,913	\$ 262,152	\$ 527,477	\$ 143,345	\$ 169,267	\$ 1,643,022
Utility Revenue								
Water Penalty	3,154	15,321	10,183	5,903	2,602	720	101	37,983
Sewer Penalty	5,200	33,061	18,283	7,639	3,313	1,435	700	69,630
Turf Removal, Hi-Eff Rebate	(1,000)	(100)	-	-	-	-	-	(1,100)
Water Deposits Billed	17,289	8,629	9,906	8,629	8,686	10,057	11,411	74,607
Hydrant Deposits	574	-	-	-	420	282	-	1,276
Sewer Deposits Paid	-	-	-	-	-	-	-	-
Sewer Deposits Billed	11,760	12,823	9,518	10,900	15,201	8,822	11,737	80,761
Water	1,171,886	1,540,256	1,194,449	1,386,681	884,906	1,229,369	1,086,436	8,493,983
Sewer	2,327,246	2,418,456	1,959,890	2,448,917	1,669,263	2,454,711	2,380,281	15,658,763
Unapplied Credits	(101,077)	(54,176)	(140,916)	(81,949)	(69,090)	(35,829)	(43,709)	(526,747)
Bad Debt Sewer	12,029	9,909	-	-	-	-	4,560	26,499
Bad Debt Water	-	-	-	-	-	-	-	-
Tax Roll - Sewer	15,596	2,790	-	-	-	22,950	399,116	440,452
Collection Agency - Water	-	-	-	-	-	-	-	-
Collection Agency - Sewer	-	-	-	-	-	-	-	-
Collection Agency - Misc Water	-	-	-	-	-	-	-	-
Total Utility Revenue	\$ 3,462,656	\$ 3,986,969	\$ 3,061,313	\$ 3,786,719	\$ 2,515,301	\$ 3,692,515	\$ 3,850,632	\$ 24,356,106
Total Non-Rate + Utility Rev.	3,526,353	4,274,141	3,251,226	4,048,871	3,042,778	3,835,861	4,019,899	25,999,127

K. Increase in Cash Collections and Fund Distribution—Prior Year Comparison

	Increase to Cash per CIS	Adjustments Required to GL Cash	Fund 660-Sewer	Fund 670-Water	Total Cash Per GL	Adjustments To Match RUA to Bank	Cash/CC/Cks Deposit To Bank
January 2025	4,280,377	9,792	3,157,640	1,112,945	4,280,377	(412,839)	3,867,538
January 2024	4,070,266	17,699	2,664,605	1,387,961	4,070,266	5,470	4,075,735

L. Non-Rate and Extraterritorial Customer Accounts Receivable Aging

Name	Total as of 01/31/2025	Current	31-60 days	61-90 days	>90 days
AT&T - Easton	\$ (2,074)				(2,074)
Social Science Service - Cedar House	-				
CITY OF FONTANA	123,847		123,847		
Colton Unified School District	-				
County of San Bernardino-CSA 70 BL	58,210	19,403	19,403	19,403	
Rialto BioEnergy Solutions	56,691	56,691			
Sprint-Nextel SBA 2012 TC Assets	9,331				9,331
San Bernardino Co Waste System Div.	-				
SB Valley Mun Water District	-				
Vertical Bridge Holdco, LLC (CIG)	7,544	2,830		4,714	
Grand Total	\$ 253,550	\$ 78,925	\$ 143,250	\$ 24,117	\$ 7,258

AT&T The credit indicates annual payment of cell tower rent.

Social Science Service (Cedar House) has no outstanding balance in the current month.

City of Fontana is current with its obligations.

Colton Unified School District is current with its obligations.

County of San Bernardino has a past due balance in January. The customer has been contacted and currently working on the payment of past due amounts.

Rialto Bioenergy Solutions RWS shows a current Invoice balance in January.

Vertical Bridge Holdco, LLC and Sprint: Vertical Bridge and Sprint have been contacted for open Invoices as well.

RIALTO WATER
MONTHLY OPERATIONS REPORT

Reporting Period:

January 2025

Prepared for: Rialto Water Services

Prepared by: Veolia Water West Operating Services

RIALTO WATER
OPERATIONS AND MAINTENANCE REPORT

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RIALTO WATER

MONTHLY OPERATIONS REPORT

I. EXECUTIVE SUMMARY

Highlights of this month's Water O&M report include the following:

- The water distribution network achieved compliance with all permit requirements.
- No sample anomalies that require secondary sampling.
- No significant issues with water availability. The purchasing of water remained consistent and daily equalization tanks levels remained at anticipated volume for customer availability.
- The Preventative Maintenance Program, as well as Valve Exercising, continues to identify areas of focus for our Routine Repair and Replacement.

A. Water Production Totals

Total water delivered into the Rialto system this month was 711.91 acre-feet. 660.76 acre-feet was delivered into the system from the groundwater wells (City 4A production is included in the well total). -63.65 acre-feet was delivered via the BLF transmission system (City 4A production has been deducted). 114.80 acre-feet came from the OPRTP.

JANUARY 2025 DAILY PRODUCTION TOTALS IN ACRE FEET												
DATE	Chino 2	City 2	Rialto 3	Rialto 5	Miro 3	EW-1	Delivered Via BLF				OPRTP ²	TOTAL ³
							City 4A	Purchased				
							City 4A	BOOSTER 6-9	Cactus ¹			
1/1/25	0.07	0.00	0.00	0.00	0.00	5.18	6.51	6.98	0.06	5.56	17.85	
1/2/25	5.19	0.00	0.00	0.00	0.10	6.32	10.39	12.07	0.05	4.58	28.31	
1/3/25	4.52	0.00	0.00	0.00	0.00	5.83	7.41	5.90	0.04	4.10	20.39	
1/4/25	5.21	0.00	0.00	0.00	0.00	4.80	8.68	7.99	0.05	4.53	22.58	
1/5/25	5.78	0.00	0.00	0.00	0.00	6.04	9.32	6.22	0.05	4.77	22.86	
1/6/25	5.33	0.00	0.00	0.00	0.00	5.79	7.07	6.77	0.06	3.52	21.47	
1/7/25	5.00	0.00	0.00	0.00	0.13	5.74	8.63	9.18	0.05	4.09	24.18	
1/8/25	3.56	0.00	0.00	0.00	5.93	5.82	8.92	6.11	0.05	0.00	21.47	
1/9/25	5.19	0.00	0.00	0.00	7.20	5.67	8.22	2.53	0.06	0.40	21.05	
1/10/25	5.92	0.00	0.00	0.00	4.18	5.98	9.43	5.30	0.06	4.18	25.62	
1/11/25	2.66	7.61	0.00	0.00	0.00	5.60	9.00	0.00	1.03	4.50	21.40	
1/12/25	0.00	9.65	0.00	0.00	0.00	6.09	4.73	9.30	0.05	5.32	30.41	
1/13/25	0.00	9.25	0.00	0.00	0.00	5.91	0.00	1.65	0.08	3.45	20.34	
1/14/25	0.00	10.51	0.00	0.00	0.00	0.00	5.12	2.09	0.06	4.38	17.04	
1/15/25	0.00	9.97	0.00	0.00	0.00	12.01	0.00	0.00	0.06	4.10	26.14	
1/16/25	0.00	11.27	0.00	0.00	0.00	5.38	6.44	6.20	0.07	4.64	27.56	
1/17/25	0.00	10.68	0.00	0.00	0.00	5.85	2.97	2.07	0.08	4.44	23.12	
1/18/25	0.00	10.98	0.00	0.00	0.00	5.78	2.01	2.04	0.07	4.53	23.40	
1/19/25	0.00	10.52	0.00	0.00	0.00	5.82	4.34	3.79	0.06	4.13	24.32	
1/20/25	0.00	10.68	0.00	0.00	0.00	6.10	8.46	4.59	0.06	4.29	25.72	
1/21/25	0.00	0.00	0.00	0.00	0.00	5.81	4.69	5.95	0.06	4.50	16.32	
1/22/25	0.00	12.86	0.00	0.00	0.00	5.70	4.97	6.24	0.07	4.26	29.13	
1/23/25	0.00	10.44	0.00	0.00	0.00	5.77	0.34	0.00	0.06	4.33	20.60	
1/24/25	0.00	10.91	0.00	0.00	0.00	5.96	3.01	0.00	0.07	4.34	21.28	
1/25/25	0.00	10.19	0.00	0.00	0.00	5.96	3.67	4.73	0.07	4.20	25.15	
1/26/25	0.00	11.12	0.00	0.00	0.00	5.98	7.85	3.14	0.05	4.38	24.67	
1/27/25	0.00	9.46	0.00	0.00	0.00	6.15	6.85	1.65	0.05	4.32	21.63	
1/28/25	0.00	8.96	0.00	0.00	1.60	5.43	8.63	7.05	0.05	4.03	27.12	
1/29/25	0.00	9.49	0.00	0.00	0.66	6.06	8.56	0.00	0.05	0.00	16.26	
1/30/25	5.16	6.77	0.00	0.00	2.88	5.60	9.95	0.00	0.06	0.00	20.47	
1/31/25	4.23	9.22	0.00	0.00	3.62	5.97	9.80	0.00	0.05	0.93	24.01	
TOTAL	57.82	200.54	0.00	0.00	26.30	180.13	195.97	129.54	2.79	114.80	711.91	
MIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.04	0.00	16.26	
MAX	5.92	12.86	0.00	0.00	7.20	12.01	10.39	12.07	1.03	5.56	30.41	
AVE	1.87	6.47	0.00	0.00	0.85	5.81	6.32	4.18	0.09	3.70	22.96	

¹ Measured at point of connection at Cactus Reservoir site including production from City 4A. Amount may vary compared to billing.

² Measured at point of connection at Cedar Reservoir site. Amount may vary as compared to billing.

³ City 4A is not included in total. It has been accounted for in the Purchased total.

JANUARY 2025 DAILY BOOSTER TOTALS IN ACRE FEET

DATE	Booster 1	Booster 2	Booster 3	Booster 4	Booster 5	Booster 6-9	Booster 10	Booster 11
1/1/25	0.00	0.00	0.91	0.00	0.00	6.98	0.00	0.00
1/2/25	0.00	0.00	7.70	0.00	0.00	12.07	0.00	0.00
1/3/25	0.00	0.00	2.11	0.00	0.00	5.90	0.00	0.00
1/4/25	0.00	0.00	7.20	0.00	0.00	7.99	0.00	0.00
1/5/25	0.00	0.00	6.67	0.00	0.00	6.22	0.00	0.00
1/6/25	0.00	0.00	2.81	0.00	0.00	6.77	0.00	0.00
1/7/25	0.00	0.00	6.78	0.00	0.00	9.18	0.00	0.00
1/8/25	0.00	0.00	5.22	0.00	0.00	6.11	0.00	0.00
1/9/25	0.00	0.00	3.58	0.00	0.00	2.53	0.00	0.00
1/10/25	0.00	0.00	0.00	0.00	0.00	5.30	0.00	0.00
1/11/25	0.00	0.00	7.90	0.00	0.97	0.00	0.00	0.00
1/12/25	0.00	0.00	2.30	0.00	0.00	9.30	0.08	0.00
1/13/25	0.00	0.00	5.20	0.00	0.00	1.65	0.00	0.00
1/14/25	0.00	0.00	4.26	0.00	0.00	2.09	0.00	0.00
1/15/25	0.00	0.00	4.79	0.00	0.00	0.00	0.00	0.00
1/16/25	0.00	0.00	9.44	0.00	0.00	6.20	0.00	0.00
1/17/25	0.00	0.00	8.53	0.00	0.00	2.07	0.00	0.00
1/18/25	0.00	0.00	5.95	0.00	0.00	2.04	0.00	0.00
1/19/25	0.00	0.00	7.30	0.00	0.00	3.79	0.00	0.00
1/20/25	0.00	0.00	8.34	0.00	0.00	4.59	0.00	0.00
1/21/25	0.00	0.00	3.89	0.00	0.00	5.95	0.00	0.00
1/22/25	0.00	0.00	5.00	0.00	0.00	6.24	0.00	0.00
1/23/25	0.00	0.00	4.82	0.00	0.00	0.00	0.00	0.00
1/24/25	0.00	0.00	6.71	0.00	0.00	0.00	0.00	0.00
1/25/25	0.00	0.00	6.06	0.00	0.00	4.73	0.00	0.00
1/26/25	0.00	0.00	4.95	0.00	0.00	3.14	0.00	0.00
1/27/25	0.00	0.00	3.60	0.00	0.00	1.65	0.00	0.00
1/28/25	0.00	0.00	7.93	0.00	0.00	7.05	0.00	0.00
1/29/25	0.00	0.00	2.30	0.00	0.00	0.00	0.00	0.00
1/30/25	0.00	0.00	8.26	0.00	0.00	0.00	0.00	0.00
1/31/25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	160.51	0.00	0.97	129.54	0.08	0.00
MIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MAX	0.00	0.00	9.44	0.00	0.97	12.07	0.08	0.00
AVE	0.00	0.00	5.18	0.00	0.03	4.18	0.00	0.00

B. Static Water Levels

All City of Rialto wells are sounded each month, both active and inactive well sites. Depth-to-water is measured from the well head to the static water surface. Increases in depth-to-water represent a decrease in static water level.

Depth to Water													
Wells Depth to Pump	Historical Maximum Depth to Water	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan
Chino # 1 (580 ft) In-active well	429'	411'	420'	417'	411'	414'	414'	412'	411'	411'	411'	410'	412'
Chino # 2 (550 ft)	369'	345'	342'	346'	354'	347'	352'	347'	347'	343'	340'	342'	341'
City # 1 (260 ft)	392'	247'	247'	164'	158'	158'	151'	150'	247'	247'	251'	121'	126'
City # 2 (480 ft)	402'	210'	171'	182'	164'	164'	164'	171'	210'	137'	139'	147'	146'
City # 3 (525 ft) Out of Service	505'	429'	450'	423'	423'	423'	418'	417'	416'	416'	417'	414'	414'
City # 4A (528 ft)	406'	376'	361'	373'	373'	374'	380'	379'	380'	380'	380'	381'	374'
City # 5 (385 ft) In-active well	364'	340'	339'	340'	339'	335'	333'	334'	332'	322'	320'	318'	318'
Rialto # 1 (650 ft) In-active well	588'	553'	564'	569'	569'	571'	571'	571'	571'	553'	552'	561'	555'
Rialto # 2 (550 ft) In-active well	502'	499'	500'	500'	500'	501'	500'	501'	502'	501'	501'	499'	501'
Rialto # 3 (509 ft)	478'	474'	475'	474'	475'	474'	477'	477'	473'	476'	473'	472'	473'
Rialto # 4 (450 ft) In-active well	418'	416'	415'	415'	415'	415'	416'	415'	418'	418'	414'	413'	414'
Rialto # 5 (560 ft)	386'	385'	385'	386'	386'	386'	386'	385'	384'	384'	384'	385'	385'
Rialto Well # 7 In-active well	362'	362'	361'	362'	362'	361'	361'	362'	362'	362'	361'	362'	360'
Miro # 3 (563 ft)	492'	485'	486'	487'	488'	487'	489'	487'	485'	485'	484'	484'	484'
EW-1 (780 ft)	476'	474'	475'	476'	476'	473'	474'	475'	474'	473'	475'	475'	474'

II. REGULATORY

All State of California and public health agency regulatory requirements were met.

A. Regulatory Submittals

- Monthly Summary of Distribution System Coliform Monitoring
- NPDES Discharge Letter
- Conservation SAFER Report
- Quarterly Report for Disinfectant Residuals Compliance

Sample Test Result Standards			
Type of Sampling	Units of Measure	Detectable Limit for Reporting	Maximum Contaminant Level
Total Coliform	A	--	--
E. Coli	A	--	--
Nitrate as N	mg/L	0.20	10
Perchlorate (ClO ₄)	µg/L	1.0	6.0
Total Dissolved Solids	mg/L	--	500
Perfluorooctanoic (PFOA)	ng/L	2.0	4
Perfluorooctanesulfonic (PFOS)	ng/L	2.0	4
Arsenic	µg/L	2.0	10
1,2,3-Trichloropropane	µg/L	0.0050	0.005
P= Present A= Absent mg/L = parts per million µg/L = parts per billion ng/L = parts per trillion			

Sample Date 01/16/2025	Sample Site Location Results									
	Chino 2	City 2	City 4A	Rialto 3	Rialto 5	Miro 3	EW-1	BLF Cactus	BLF 6-9	OPRT P
Total Coliform	A	A	A	A	A	A	A	A	A	A
E. Coli	A	A	A	A	A	A	A	A	A	A
Nitrate as N	2.8									
Perchlorate (ClO ₄)	1.3*			2.8*	<1.0	11*	140*			
Total Dissolved Solids	220	210	290	230	220	210	240	320	320	220
Perfluorooctanoic (PFOA)	<2.0									
Perfluorooctanesulfonic (PFOS)	<2.0									
Arsenic		5.2								

1,2,3-Trichloropropane						<0.0050				
------------------------	--	--	--	--	--	---------	--	--	--	--

***Sample is from the well head so it is before disinfection & treatment. Treatment is performed before it goes into the distribution system. Water going into the distribution system is <1.0 (non-detect).**

B. Sample Site Location Results

Rialto Distribution Sample Results						
January 2025						
Sample Location	Free Cl Res (Field)	Total Coliform	E. Coli	Apparent Color	Odor Threshold	Turbidity
CYCLE 1 - 01/06/25	mg/l	P/A	P/A	Color Units	TON	NTU
335 W. Rialto	1.40	A	A			
1228 W. Merrill	1.50	A	A			
256 N. Fillmore	1.40	A	A			
987 W. Grove	1.60	A	A			
978 N. Driftwood	1.60	A	A			
1451 N. Linden	1.90	A	A			
469 W. Jackson	1.60	A	A			
935 E. Mariposa	1.50	A	A			
1000 N. Joyce	1.50	A	A			
766 N. Chestnut	1.40	A	A			
149 W. Victoria	1.60	A	A			
313 E. McKinley	1.40	A	A			
609 E. South	1.60	A	A			
273 E. Alru	1.60	A	A			
1161 S. Lilac	1.40	A	A			
101 E. Valley	1.50	A	A			
CYCLE 2 - 01/15/25	mg/l	P/A	P/A	Color Units	TON	NTU
210 N. Park	1.20	A	A			
101 S. Larch	1.10	A	A			
320 N. Wisteria	1.10	A	A			
861 W. Grove	1.10	A	A			
1168 N. Glenwood	1.40	A	A			
1320 N. Fitzgerald	1.40	A	A			
860 N. Willow	0.83	A	A			
209 E. Cornell	1.37	A	A			
643 E. Margarita	1.05	A	A			
1170 N. Terrace Rd.	1.40	A	A			
681 E. Erwin	0.95	A	A			
402 E. Merrill	1.34	A	A			
261 W. Wilson	1.20	A	A			
532 S. Iris	1.36	A	A			
281 W. Hawthorne	1.36	A	A			
379 W. Valley	1.22	A	A			

Rialto Distribution Sample Results

January 2025

Sample Location	Free Cl Res (Field)	Total Coliform	E. Coli	Apparent Color	Odor Threshold	Turbidity
	mg/l	P/A	P/A	Color Units	TON	NTU
CYCLE 3 - 01/23/25						
236 N. Willow	1.10	A	A	<3.0	1	<0.10
775 E. Foothill	1.00	A	A	<3.0	1	<0.10
878 N. Primrose	1.20	A	A	<3.0	1	<0.10
369 E. Van Koevering	1.30	A	A	<3.0	1	<0.10
274 W. Valencia	1.30	A	A	<3.0	1	<0.10
1566 N. Fillmore	1.40	A	A	<3.0	1	<0.10
932 N. Idyllwild	1.20	A	A	<3.0	1	<0.10
644 N. Smoketree	1.00	A	A	<3.0	1	<0.10
605 W. Rosewood	1.30	A	A	<3.0	1	<0.10
1189 W. Second	1.20	A	A	<3.0	1	<0.10
775 W. Rialto	1.10	A	A	<3.0	1	<0.10
211 E. Wilson	1.10	A	A	<3.0	1	<0.10
595 E. Huff	1.20	A	A	<3.0	1	<0.10
1005 S. Riverside	1.20	A	A	<3.0	1	<0.10
794 S. Verde	1.20	A	A	<3.0	1	<0.10
1055 W. Bloomington	1.50	A	A	<3.0	1	0.17
CYCLE 4 - 01/28/25						
375 S. Cactus	1.01	A	A			
101 S. Linden	1.00	A	A			
234 N. Larch	0.98	A	A			
575 N. Driftwood	1.10	A	A			
1355 W. Shamrock	1.04	A	A			
992 N. Yucca	0.94	A	A			
481 W. Cornell	1.04	A	A			
158. E. Shamrock	0.80	A	A			
749 E. Holly	1.06	A	A			
545 E. Victoria	1.17	A	A			
200 N. Sycamore	1.24	A	A			
407 E. Allen	0.84	A	A			
399 E. Montrose	1.05	A	A			
856 S. Orange	1.17	A	A			
911 S. Cactus	1.20	A	A			
220 W. Valley	1.13	A	A			
P/A + Present or Absent						

C. Violations

No violations were received during this reporting period.

D. Source Water Total Dissolved Solids (TDS)

Veolia has a goal of maintaining an acceptable blended TDS level between all its sources. This goal is achieved by shifting production to or from the lowest TDS wells or purchased low TDS water while adhering to the overall water supply strategy and meeting system demands. The TDS was 232 mg/L for the month of January as compared to 242 mg/L in December. The TDS levels are below the secondary maximum contaminant level requirements.

III. HEALTH AND SAFETY

A. Monthly Safety Program Overview

Category	Monthly Statistic
Safety Training Topics	Safety Calendar Set-Up
Lost Time Incidents, count*	0
Recordable Incidents, count	0
Near Miss Incidents, count	0
Vehicle Incidents, count	0

*A lost time incident has not occurred in the past 4128 days.

IV. CHEMICAL USE

Sodium hypochlorite is the only chemical added to the water system. A total of 2079 gallons of sodium hypochlorite was used in January as compared to 2158 gallons used in December.

V. ELECTRICAL USE

Southern California Edison (SCE) has not provided all the data for January 2025. We will provide the data as it is received, thus will include yearly usage received to date.

SCE		kWh
Year	Month	Billed Usage
2024	January	208,007
2024	February	186,792
2024	March	421,268
2024	April	463,324
2024	May	428,050
2024	June	629,344
2024	July	550,202
2024	August	650,431
2024	September	562,739
2024	October	529,208
2024	November	266,378
2024	December	380,580

VI. WATER QUALITY COMPLAINTS

No complaints were received during this reporting period.

VII. OPERATIONS UPDATE

The overall operational strategy is to meet the daily water demand. The City of Rialto water system has six operational wells, one of which is owned by the County of San Bernardino and operated by Veolia; Oliver P. Roemer Treatment Plant (OPRTP), which is jointly owned by the City (25%) and West Valley Water District (WVWD); purchased water through the Baseline Feeder (BLF) system from San Bernardino Valley Municipal Water District (SBVMWD); and, if required to meet demand, additional water can be supplied by the City of San Bernardino (CSB) through the BLF for emergency supply only with no guarantee of actual delivery. Water produced from City Well 4A discharges into the BLF and its production is included in deliveries from that shared transmission line when City Well 4A is in service.

The overall pumping strategy is based on adjudicated rights, well availability, remediation requirements, and quality of source, cost to operate, and varying weather conditions. TDS effluent concentrations for the City of Rialto WWTP are taken into consideration when operating the facilities and water sources.

A. Operational Wells

City Well 2 was out of service partial month due to motor issues.

B. Valve Activity

On the basis of information collected in 2019, Veolia now has a baseline assessment of all valves and has initiated a new cycle of valve exercising. 80 valves were exercised for the month of January.

Valve Turning Progress	
	Valves Turned
2020	530
2021	340
2022	463
2023	750
2024	379
2025	80

C. Hydrant Flushing

There are 63 hydrant/dead ends that are flushed annually to maintain water quality. Zero flushings were performed in January.

Hydrant/Dead End Flushing Progress	
	2025
January	0
Total	63
Progress % (0)	

D. Sanitary Survey

The last sanitary survey was completed by the Department of Drinking Water (DDW) in 2015. Veolia has reviewed all the regulatory conditions required and is prepared for the sanitary survey. DDW performed field site visits on May 22 and

August 22, 2024. The results of the sanitary survey were received on September 19, 2024. All minor deficiencies have been corrected and submitted to DDW.

VIII. ASSET MANAGEMENT

The following work orders were completed for the month of January:

- Preventive Maintenance –41
- Corrective Maintenance –0
- Predictive Maintenance –0

35– PMs planned for January 2025

A. Main Breaks, Service Leaks, Adverse Water Quality and Health/Safety Issues

Corrective Work Order labor hours were dedicated to three pipe line and six hydrant repairs.

B. Major Equipment and/or Machinery Outages

City Well 2 was out of service partial month due to motor issues.

IX. RAINFALL TOTALS

SEASON	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
2019-20	0.00	0.00	0.00	0.00	0.64	1.52	0.23	0.33	1.18	3.42	0.00	0.00	7.32
2020-21	0.00	0.00	0.00	0.00	0.85	1.02	2.55	0.05	1.13	0.00	0.00	0.00	5.60
2021-22	0.53	0.00	0.00	0.55	0.00	7.27	0.00	0.00	0.77	0.45	0.03	0.00	9.60
2022-23	0.00	0.00	0.24	0.38	2.15	1.80	5.06	4.14	7.73	0.20	0.59	0.00	22.29
2023-24	0.00	2.62	0.00	0.09	0.60	1.18	1.00	10.38	1.87	0.53	0.34	0.00	18.61
2024-25	0.00	0.00	0.00	0.00	0.45	0.00	0.21						0.66

July 24- June 25	=	0.66 INCHES
YEAR TO DATE FOR 2025	=	0.21 INCHES
AVG. RAINFALL FOR LAST FIVE YEARS	=	8.87 INCHES

AVG. RAINFALL FOR SAN BERNARDINO COUNTY FOR THE LAST 100 YEARS = 16.25 INCHES

2025	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Totals	0.21												0.21

Highland - Los Angeles Basin - Station 251

Month Year	Total ETo (in)	Total Precip (in)	Avg Sol Rad (Ly/day)	Avg Vap Pres (mBars)	Avg Max Air Temp (°F)	Avg Min Air Temp (°F)	Avg Air Temp (°F)	Avg Max Rel Hum (%)	Avg Min Rel Hum (%)	Avg Rel Hum (%)	Avg Dew Point (°F)	Avg Wind Speed (mph)	Avg Soil Temp (°F)
Jan 2025	2.81 K	1.87	261	5.4	66.4 K	38.9	52.5	65	26	42	27.1	4.0 K	49.8 K
Tots/Avg	2.81	1.9	261	5.4	66.4	38.9	52.5	65	26	42	27.1	4.0	49.8

RIALTO WASTEWATER
MONTHLY OPERATIONS REPORT

Reporting Period:
January 2025

Prepared for: - Rialto Water Services



Prepared by: - Veolia Water West Operating Services



RIALTO WASTEWATER OPERATIONS AND MAINTENANCE REPORT

Contents

EXECUTIVE SUMMARY

- 1. Collection System / Customer Service Log**
 - a. Collection System Activities
 - b. S.S.O. dates
 - c. Customer Service Call Outs
- 2. Wastewater Treatment Plant - Monthly Overview**
 - a. Significant events during the month
- 3. Treatment Facility Performance / Laboratory Activities**
 - a. See attached Monthly Performance Summary
 - b. Summary of Notices and Laboratory Tests / Reports filed with government agencies
 - c. Effluent Specifications Exceedance Discussion
- 4. Monthly Safety Program Overview**
- 5. Biosolids, Chemicals, and Utilities**
 - a. Monthly Biosolids Production
 - b. Monthly Chemical Consumption
 - c. Monthly Utilities Consumption
- 6. Odor Complaints / Actions Taken**
- 7. Major Equipment and/or Machinery Outages**
- 8. Outside Agency Activities during the Month**
 - a. Government agency or property insurance inspections
 - b. Government agency environmental, health, or safety tests/monitoring
 - c. Government agency notice of violation received
 - d. Government agency monitoring
 - e. Other matters of concern
- 9. Complaint Logs**

TABLES

- Treatment Facility – Monthly Performance Summary
- Collection System- Monthly Pipe Cleaned

RIALTO WASTEWATER

MONTHLY OPERATIONS REPORT

EXECUTIVE SUMMARY

Highlights of this month’s Wastewater O&M report include the following:

- The treatment plant performed well and met most compliance parameters. We had a Chlorine Contact Time noncompliance in Contact Tank #2 for eight hours and forty minutes on January 22nd. All other parameters were met.
- There were two residential call outs for sewer collection issues.

1. Collection System/Customer Service Log

a. Collections group activities this month:

Category	Current Month Statistics	Prior Month Statistics	2025 Year to Date Statistics
Sanitary sewers are cleaned using the conventional method, including feet, which includes “Hot spot cleaning.”	11,383	325	11,383
Sanitary sewers assessed using the SL-RAT method, feet	0	0	0
CCTV Inspection, miles (26 is the annual goal)*	0	1.15	0
Manhole Inspections	0	0	
USA Dig Alert Markings, count	40	21	40
Residential call outs	2	3	2
Sanitary sewer overflows	1	2	0

b. S.S.O. dates: January 2, 2025

c. Customer Service Call Outs – See Item 9 for details.

2. Wastewater Treatment Plant – Monthly Overview

- NPDES discharge compliance parameters were mostly achieved. We had a Chlorine Contact Time noncompliance in Contact Tank #2 for eight hours and forty minutes on January 22nd. All other parameters were met.

a. Significant events during the month were: None.

3. Treatment Facility Performance/Laboratory Activities

a. See the attached Table 1 Monthly Performance Summary.

b. Summary of Notices and Laboratory Tests/Reports filed with government agencies.
The monthly submittal of State/Federal discharge monitoring reports was completed promptly.

- c. Effluent specification exceedance discussion
See Section 2 above. N/A

4. Monthly Safety Program Overview

Category	Monthly Statistic
Safety Training Topics	1
Lost Time Incidents count*	0
Recordable Incidents, count	0
Near Miss Incidents, count	0
Vehicle Incidents, count	0

*A lost time incident has not occurred since 9-3-2020, totaling 1,610 days.

5. Biosolids, Chemicals, and Utilities

- a. Monthly Biosolids Production

Biosolids	Current Month Statistics	Prior Month Statistics	2025 Year-to-Date Statistics
Wet Tons Produced	1357.15	1294.13	1357.15

- b. Monthly Chemical Consumption

Chemical	Current Month Gallons Used	Prior Month Gallons Used
Sodium Hypochlorite, Tertiary Disinfection	33,883	33,790
Sodium Bisulfite, Discharge Dechlorination	11,407	9,820
Ferrous Chloride, Digester Gas Conditioning	4,251	4,171
Polymer, Gravity Belt Thickener	402	472
Polymer, Belt Filter Press	658	552
Alum, Tertiary Filters	0	0

c. Monthly Utilities Consumption

Utility	Current Month Statistics	Prior Month Statistics
Electricity WWTP, KWH	422,070	400,648
Electricity Lilac LS, KWH	888	775
Electricity Sycamore LS, KWH	519*	501*
Electricity Ayala LS, KWH	8000	7972
Electricity Agua Mansa LS, KWH	3936	2731
Electricity Cactus LS, KWH	1523	1376
Electricity Ramrod LS, KWH	673	664
Frisbee Park LS, KWH	818	752
El Rancho Verde LS, KWH	1839	1690
Natural Gas WWTP, Therms	5647	5527

* LS is in bypass mode, pending CIP completion of downstream gravity sewer pipeline

6. Odor Complaints Received/Actions Taken

No odor complaints were received this month.

7. Major Equipment and/or Machinery Outages

- Sludge Holding Tank
- Aeration Basin #1 is currently offline.
- Gravity Belt Thickener #1

8. Outside Agency Activities during the Month

- a. Government agency or property insurance inspections
None
- b. Government agency environmental, health, or safety tests/monitoring
Permit testing was completed for this month
- c. Government agency notices of violation received
No notices were received.
- d. Government agency monitoring
Routine monitoring reports were submitted.
- e. Other matters of concern
None

9. Customer Service Callout Details Log

Date	Address	Comments	Personnel	Manhole	To Manhole
1/9/2025	1819 N Alice	A resident called on the suggestion of a plumber due to a blocked lateral. The resident was informed to recall the plumber to clear the lateral. The	BVO	NA	NA
1/22/2025	527 E Wilson	A resident called due to a blocked lateral. We informed the owner of the Rialto lateral policy and checked that the main line was verified clearly.	ET	NA	NA
				NA	NA

Table 1 Summary

Table 1 Summary MOR

January 2025

Date	Rialto	Rialto			Rialto	Rialto WRFEffluent			Rialto WRFInfluent		Rialto WRFEffluent		
	Influent daily flow	Effluent Flow	Influent BOD	Influent BOD	Influent BOD Load	Effluent BOD	Effluent BOD Load	BOD % Removal	Influent TSS	Influent TSS Load	Effluent TSS	Effluent TSS Load	TSS % Removal
	MGD	MGD	mg/l	mg/l	lbs/day	mg/L	lbs/day	%	mg/L	lbs/day	mg/L	lbs/day	%
1/1/2025	7.01	7.51											
1/2/2025	6.13	6.32											
1/3/2025	6.79	6.66	340	340	19,254	<2.5	138.86	99.30					
1/4/2025	6.68	6.87											
1/5/2025	6.57	7.43											
1/6/2025	6.83	7.54	310	310	17,658	4.3	270.40	98.60	220.00	12532.00	1.00	63.00	99.50
1/7/2025	7.07	6.60											
1/8/2025	6.45	6.90											
1/9/2025	6.71	6.66											
1/10/2025	6.86	6.96	330	330	18,880	3.9	226.38	98.80					
1/11/2025	6.61	7.18											
1/12/2025	7.01	6.97											
1/13/2025	7.22	7.41	320	320	19,269	<5.0	309.00	98.40	260.00	15656.00	2.00	124.00	99.20
1/14/2025	6.86	7.07											
1/15/2025	6.70	7.54											
1/16/2025	6.81	6.71											
1/17/2025	6.64	7.06	380	380	21,043	5.3	312.07	98.60					
1/18/2025	6.49	7.07											
1/19/2025	6.68	7.24											
1/20/2025	6.90	7.00											
1/21/2025	7.22	7.10	370	370	22,279	3.9	230.93	98.90	260.00	15656.00	2.00	118.00	99.20
1/22/2025	6.34	7.01											
1/23/2025	5.95	6.81											
1/24/2025	7.63	7.60	550	550	34,999	8.0	507.07	98.50					
1/25/2025	6.60	7.12											
1/26/2025	7.06	6.95											
1/27/2025	7.23	7.70	330	330	19,898	4.2	269.72	98.70	240.00	14472.00	2.00	128.00	99.20
1/28/2025	6.67	7.38											
1/29/2025	6.78	6.96											
1/30/2025	6.98	7.35											
1/31/2025	6.67	6.84	270	270	15,020	4.2	239.59	98.40					
Minimum	5.95	6.32	270	270	15,020	<2.5	138.86	98.40	220.00	12532.00	1.00	63.00	99.20
Maximum	7.63	7.70	550	550	34,999	8.0	507.07	99.30	260.00	15656.00	2.00	128.00	99.50
Total	210.15	219.52	3,200	3,200	188,301	<41.3	2504.02	888.40	980.00	58315.00	7.00	433.00	397.20
Average	6.78	7.08	356	356	20,922	<4.6	278.22	98.70	245.00	14579.00	1.75	108.00	99.30

Table 2 Summary

Table 2 Summary MOR

January 2025

Date	Rialto	Rialto WRF\Effluent		Rialto WRF\Eff		Rialto WRF\Effluent		Rialto	Rialto
	Influent Conductivity (uS/cm)	Eff Conductivity Daily Ave (uS/cm)	Influent COD mg/l	Final Effluent COD mg/l	Influent TDS mg/l	Filter Effluent TDS mg/l	EFF FINAL TDS mg/L	Influent Inorganic Nitrogen mg/L	Effluent Inorganic Nitrogen mg/l as N
1/1/2025	1359.00	856.00							
1/2/2025	1351.00	848.00							
1/3/2025	1612.00	827.00							
1/4/2025	1264.00	867.00							
1/5/2025	1311.00	899.00							
1/6/2025	1362.00	871.00							
1/7/2025	1215.00	841.00			500.00	420.00	480.00	52.00	8.50
1/8/2025	1319.00	853.00							
1/9/2025	1386.00	835.00	790	34.0					
1/10/2025	1177.00	827.00							
1/11/2025	1235.00	847.00							
1/12/2025	1273.00	882.00							
1/13/2025	1156.00	854.00							
1/14/2025	1256.00	815.00							
1/15/2025	1383.00	803.00							
1/16/2025	1335.00	811.00							
1/17/2025	1470.00	824.00							
1/18/2025	1213.00	857.00							
1/19/2025	1241.00	879.00							
1/20/2025	1278.00	880.00							
1/21/2025	1403.00	862.00							
1/22/2025	1259.00	841.00							
1/23/2025	1239.00	826.00							
1/24/2025	1326.00	829.00							
1/25/2025	1218.00	845.00							
1/26/2025	1257.00	855.00							
1/27/2025	1230.00	829.00							
1/28/2025	1348.00	826.00							
1/29/2025	1212.00	816.00							
1/30/2025	1254.00	781.00							
1/31/2025	1338.00	773.00							
Minimum	1156.00	773.00	790	34.0	500.00	420.00	480.00	52.00	8.50
Maximum	1612.00	899.00	790	34.0	500.00	420.00	480.00	52.00	8.50
Average	1299.00	841.00	790	34.0	500.00	420.00	480.00	52.00	8.50

Table 3 Summary

Table 3 Summary MOR

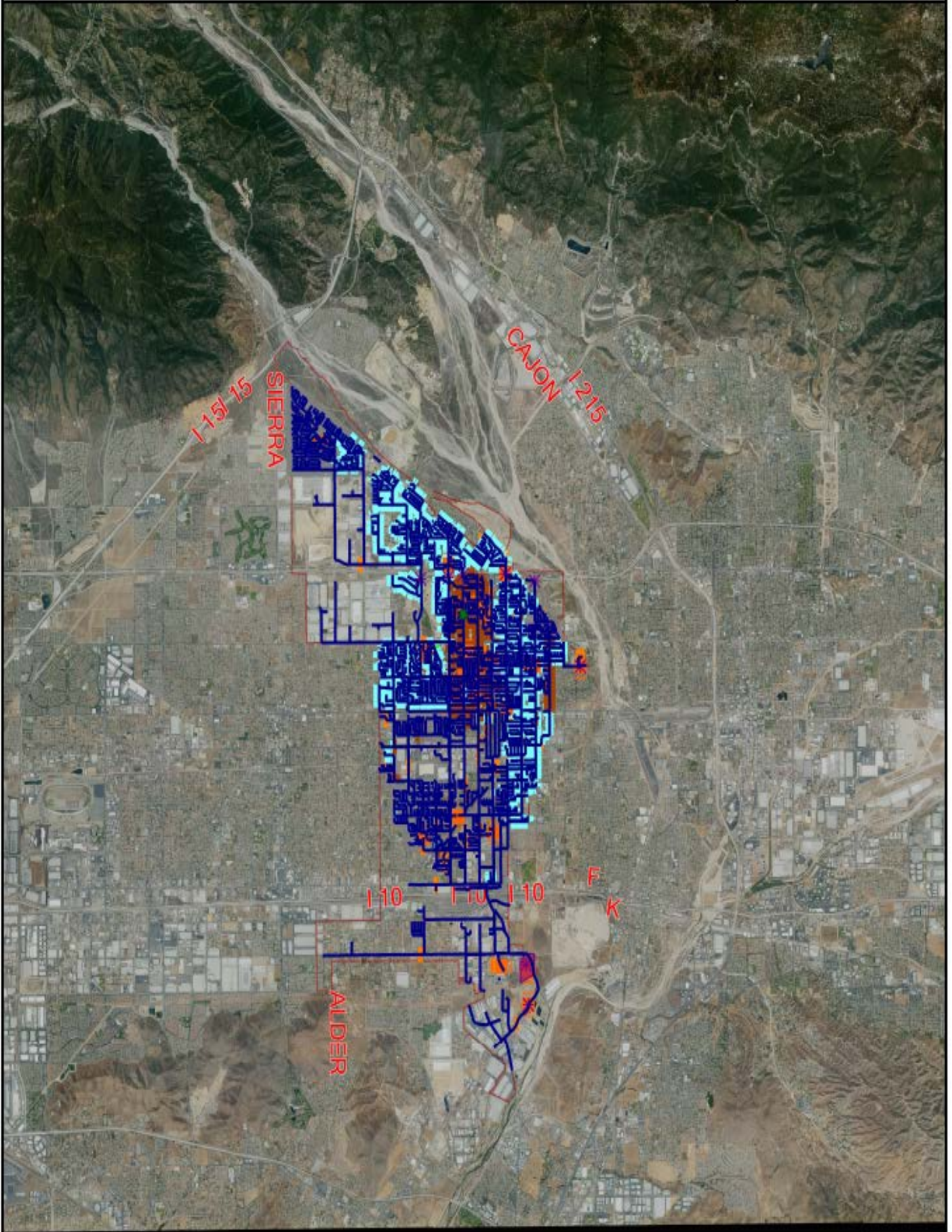
January 2025

Date	Rialto WRFInfluent		Rialto WRFEffluent		Rialto WRFEff		Rialto WRFEffluent		Tranfer Data	Tranfer Data	Rialto	Tranfer Data
	Influent pH	24 hr avg. effl. pH	Effluent Temp	Effluent Ammonia	Effluent Total Coliform	Effluent Coliform 7 Day Median	Effluent Cyanide, Free Available	Eff Di(2-ethylhexyl) phthalate (DEHP)	FIT- 8321 ADG #2 Flow	FIT- 8321 ADG #2 Flow	Natural Gas Daily Use	FIT- 8321 ADG #2 Flow
	SU	SU	Deg C	mg/L	MPN/100mL	MPN/100ML	ug/L	ug/l	cu ft/day	cu ft/day	cf/day	cu ft/day
1/1/2025	7.69	7.27	20.30		<1.8	<1.80			168072.00	168072.00	22100.00	168072.00
1/2/2025	7.72	7.23	20.30		<1.8	<1.80			152490.00	152490.00	21800.00	152490.00
1/3/2025	7.74	7.13	20.40		<1.8	<1.80			150343.00	150343.00	22300.00	150343.00
1/4/2025	7.70	6.96	20.30		2.0	<1.80			156317.00	156317.00	20800.00	156317.00
1/5/2025	7.73	6.95	20.10		<1.8	<1.80			149194.00	149194.00	21000.00	149194.00
1/6/2025	7.67	7.00	20.40	0.10	<1.8	<1.80			141735.00	141735.00	21200.00	141735.00
1/7/2025	7.57	7.01	20.30		<1.8	<1.80	<2.0	<5.00	154146.00	154146.00	400.00	154146.00
1/8/2025	7.73	6.93	18.40		<1.8	<1.80			167230.00	167230.00	900.00	167230.00
1/9/2025	7.80	7.03	18.80		1.8	<1.80			155330.00	155330.00	40100.00	155330.00
1/10/2025	7.68	6.95	18.90		<1.8	<1.80			156753.00	156753.00	19200.00	156753.00
1/11/2025	7.70	6.89	19.30		<1.8	<1.80			153736.00	153736.00	17800.00	153736.00
1/12/2025	7.79	6.96	18.50		<1.8	<1.80			117415.00	117415.00	17500.00	117415.00
1/13/2025	7.72	6.92	18.90	0.10	<1.8	<1.80			165763.00	165763.00	18600.00	165763.00
1/14/2025	6.85	7.06	18.60		<1.8	<1.80			166533.00	166533.00	37800.00	166533.00
1/15/2025	6.80	7.03	18.90		<1.8	<1.80			152151.00	152151.00	21700.00	152151.00
1/16/2025	6.81	7.01	19.00		<1.8	<1.80			170337.00	170337.00	22800.00	170337.00
1/17/2025	6.82	6.98	19.30		<1.8	<1.80			192014.00	192014.00	20200.00	192014.00
1/18/2025	6.76	6.91	19.70		<1.8	<1.80			132399.00	132399.00	20300.00	132399.00
1/19/2025	7.67	6.91	19.60		<1.8	<1.80			164230.00	164230.00	21400.00	164230.00
1/20/2025	7.69	6.94	19.70		<1.8	<1.80			157206.00	157206.00	20600.00	157206.00
1/21/2025	7.76	7.00	18.70	0.10	<1.8	<1.80			153942.00	153942.00	22900.00	153942.00
1/22/2025	7.78	7.04	19.00		<1.8	<1.80			174068.00	174068.00	20400.00	174068.00
1/23/2025	7.62	7.00	18.70		<1.8	<1.80			158047.00	158047.00	21300.00	158047.00
1/24/2025	7.74	6.96	18.90		<1.8	<1.80			165290.00	165290.00	21400.00	165290.00
1/25/2025	7.83	6.93	19.20		<1.8	<1.80			178264.00	178264.00	20900.00	178264.00
1/26/2025	7.66	6.91	19.70		1.8	<1.80			143138.00	143138.00	21500.00	143138.00
1/27/2025	7.45	6.90	19.80	0.10	2.0	<1.80			128612.00	128612.00	21800.00	128612.00
1/28/2025	7.64	6.89	19.40		<1.8	<1.80			821941933.00	821941933.00	21100.00	821941933.00
1/29/2025	7.48	7.01	19.80		<1.8	<1.80			137549.00	137549.00	24900.00	137549.00
1/30/2025	7.38	7.10	21.20		<1.8	<1.80			127442.00	127442.00	23700.00	127442.00
1/31/2025	7.73	7.22	20.60		<1.8	<1.80			135286.00	135286.00	21400.00	135286.00
Minimum	6.76	6.89	18.40	0.10	<1.8	<1.80	<2.0	<5.00	117415.00	117415.00	400.00	117415.00
Maximum	7.83	7.27	21.20	0.10	2.0	<1.80	<2.0	<5.00	821941933.00	821941933.00	40100.00	821941933.00
Average	7.54	7.00	19.50	0.10	<1.8	<1.80	<2.0	<5.00	26663450.00	26663450.00	20961.00	26663450.00

Monthly Sewer Line Cleaned

Pipe Cleaning - January 2025

Map Centre Coords
x: 2057575, y: 5671177
Date Printed: 2/20/2025
Scale 1:140000



FIP-CIP Updates for February - 2025

1. Sycamore Lift Station Improvements Project: Final close out and start up meeting completed in June-2024. Added work change order for miscellaneous design changes and testing material submitted for review and approval to close out the project in January 2024 and resubmitted in September 2024. Final invoice to the City once the change order is approved. Note: Lift station cannot be fully operational until the Sycamore Sewer Trunk Line (Phase II) project is completed due to the new pumps at lift station being too large to discharge into the 8" sewer pipe heading towards Baseline Road. (8" sewer line is undersized) Final billing sent. Payment pending. This project is finished. Awaiting final approvers to approve payment before closing this project. Payment has been received. This project is closed and will be removed after this update.

2. Rialto Solids Upgrade study: Basis of Design Report was finalized, reviewed and accepted by the City and Veolia. NTP on proceeding with 30% design provided to AECOM on 9/22/2023. AECOM is working on 30% design. Field visit completed on 11/15/2023 and 11/16/2023. 30% design will be completed by February 16, 2024. 30% design documents submitted by AECOM on February 16, 2024. This was shared with the City on 3/15/2024 after Veolia's internal reviews. 30% design review Page turn and in the field site visit with Stakeholders on 4/10/24 and in person (at WWTP) 4/19/24. Solids Handling 30% estimate developed and shared with RWS on 5/9/2024. June 2024: NTP provided to AECOM for the 60% design, GMP prep and Shop Drawings prep given at the end of May (ongoing). 60% design drawings are anticipated by 9/30/2024. Added design work change order in development for AECOM's added design efforts for the Centrifuge layout which was changed after the 30% and 60% design to reduce construction costs while optimizing project value and addressing other O&M concerns we raised during the reviews. 60% page turn completed with the City's consultant & City. Shared project cost pricing from AECOM-W.M. Lyles with the City. Awaiting direction on next steps. AECOM-W.M. Lyles continue working on the 100% design and the Guaranteed Maximum Price. A meeting with Stakeholders to vet the GMP - to be set up by Peter Luchetti in February. Veolia drafting a FCWA for review/approval. Veolia and Peter Luchetti are trying to set up a meeting to pick up the project before the GMP expires.

3. Digester 1 Activation: AECOM is reviewing the options proposed by DN Tanks and will include their recommendation and cost for the appropriate cover in the GMP for the Solids Handling design. This work will be completed after Solids Handling project design is complete.

4. Sycamore Sewer Trunk Line Project (Phase II): Design is complete and RFP documents sent to City (Tom) for review 8/15/23. The project needs to be completed during summer as it passes through a school zone and in order to get Sycamore Sewer Lift Station back online fully. Funding needs to be identified before going out to bid. Funding is still being identified by RWS and City. The 5-Year CIP Plan has been submitted and needs to be approved/funded.

5. Acacia Sewer Trunk Line Project (Phase III): Design is underway and RFP documents are being updated. Funding needs to be identified. Design will be completed after funding is identified.

6. Etiwanda Ave Water Improvement Project: Water line improvements from Riverside Ave to Eucalyptus Ave. The project is in design and will have a design review once ready. Funding needs to be identified.

7. Safe Routes to Schools: SRTS is a project that includes the relocation of 6 fire hydrants at specified areas. 100% plans were submitted to Veolia on 10/07/2024. Plans have been reviewed and the contractor bid process is ongoing. The Merrill SRTS project is 95% complete with only concrete pads for hydrants remaining. This work is expected to take place in conjunction with the city's concrete contractor. The city contractor has poured sidewalks and plans, depending on weather conditions to pour hydrant pads the week of 3/17/2025. This will finish the conditions of the FCWA. The first progress invoice has been submitted to the City for payment. A final invoice to follow once the pads are poured.

8. City Well 3A (Phase 1): The first phase would include a pre/post video log of the well, bail and brush, a 60 hour development test that includes a 12hr step test at a 10 day constant pump rate, and a Dept. of Drinking Water required Title 22 sampling panel with the addition of PFOA/PFAS panel. This project is in the early stage and a FCWA is to be submitted to the city mid March. The Veolia team are finalizing the risk assessment and FCWA before submitting to the City.