

# **AGENDA**

## **LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY**

**NORTON REGIONAL EVENT CENTER  
1601 EAST THIRD STREET #1000, SAN BERNARDINO**

### **REGULAR MEETING OF SEPTEMBER 20, 2017**

#### **9:00 A.M. – CALL TO ORDER – FLAG SALUTE**

**Swear in Alternate Supervisorial Commissioner -- Supervisor Janice Rutherford (*Continued from May 17, 2017 Hearing*)**

1. Public Comments on Closed Session
2. **CONVENE CLOSED SESSION –**
  - a. Personnel (Government Code Section 54957) – Recruitment Process for Executive Officer
  - b. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1)) -- San Antonio Heights Association v. County of San Bernardino et al, San Bernardino County Superior Court Case No CIVDS1712771 and San Antonio Heights Association v. Local Agency Formation Commission for San Bernardino County et al Superior Court Case No. CIVDS1715504
  - c. Conference with Legal Counsel - Anticipated Litigation - Significant Exposure to Litigation (Government Code section 54956.9(d)(2)) -- One case Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9

#### **10:00 A.M. – REGULAR SESSION**

**ANNOUNCEMENT:** Anyone present at the hearing who is involved with any of the changes of organization to be considered and who has made a contribution of more than \$250 in the past twelve (12) months to any member of the Commission will be asked to state for the record the Commission member to whom the contribution has been made and the matter of consideration with which they are involved.

#### **CONSENT ITEMS:**

The following consent items are expected to be routine and non-controversial and will be acted upon by the Commission at one time without discussion, unless a request has been received prior to the hearing to discuss the matter

3. Approval of Minutes for Regular Meeting of August 16, 2017
4. Approval of Executive Officer's Expense Report
5. Ratify Payments as Reconciled for Months of July and August 2017 and Note Cash Receipts
6. Approval of Contract for Janitorial Services at 1170 West Third Street for the period August 24, 2017 through June 30, 2018

7. Consent Items Deferred for Discussion

**PUBLIC HEARING ITEMS:**

8. LAFCO SC#419 -- Request for Exemption from Provisions of Government Code Section 56133 for Ordinance for Fees for Wastewater Processing by Runnings Springs Water District for Effluent from County Service Area 79 and Arrowbear Park County Water District
9. Consideration of: (1) CEQA Statutory Exemption for LAFCO 3219 and (2) Reorganization to include Detachments from Cucamonga Valley Water District

**DISCUSSION ITEMS:**

10. Appointment of Voting Delegate for CALAFCO Business Meeting at October CALAFCO Annual Conference

**INFORMATION ITEMS:**

11. Legislative Report
12. Executive Officer's Oral Report
  - a. New Proposals Received
  - b. Update on Proposals Filed with LAFCO
13. Commissioner Comments  
(This is an opportunity for Commissioners to comment on issues not listed on the agenda, provided that the subject matter is within the jurisdiction of the Commission and that no action may be taken on off-agenda items unless authorized by law.)
14. Comments from the Public  
(By Commission policy, the public comment period is limited to five minutes per person for comments related to other items under the jurisdiction of LAFCO not on the agenda.)

The Commission may adjourn for lunch from 12:00 to 1:30 p.m. The Commission may take action on any item listed in this Agenda whether or not it is listed For Action. In its deliberations, the Commission may make appropriate changes incidental to the above-listed proposals.

Materials related to an item on this Agenda submitted to the Commission or prepared after distribution of the agenda packet will be available for public inspection in the LAFCO office at 1170 West Third Street, Unit 150, San Bernardino, during normal business hours, on the LAFCO website at [www.sbclafco.org](http://www.sbclafco.org), and at the hearing.

Current law and Commission policy require the publishing of staff reports prior to the public hearing. These reports contain technical findings, comments, and recommendations of staff. The staff recommendation may be accepted or rejected by the Commission after its own analysis and consideration of public testimony.

IF YOU CHALLENGE ANY DECISION REGARDING ANY OF THE ABOVE PROPOSALS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED DURING THE PUBLIC TESTIMONY PERIOD REGARDING THAT PROPOSAL OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE LOCAL AGENCY FORMATION COMMISSION AT, OR PRIOR TO, THE PUBLIC HEARING.

The Political Reform Act requires the disclosure of expenditures for political purposes related to a change of organization or reorganization proposal which has been submitted to the Commission, and contributions in support of or in opposition to such measures, shall be disclosed and reported to the same extent and subject to the same requirements as provided for local initiative measures presented to the electorate (Government Code Section 56700.1). Questions regarding this should be directed to the Fair Political Practices Commission at [www.fppc.ca.gov](http://www.fppc.ca.gov) or at 1-866-ASK-FPPC (1-866-275-3772).

A person with a disability may contact the LAFCO office at (909) 388-0480 at least 72-hours before the scheduled meeting to request receipt of an agenda in an alternative format or to request disability-related accommodations, including auxiliary aids or services, in order to participate in the public meeting. Later requests will be accommodated to the extent feasible.

**DRAFT – ACTION MINUTES OF THE – DRAFT  
LOCAL AGENCY FORMATION COMMISSION  
HEARING OF AUGUST 16, 2017**

**REGULAR MEETING**

**9:00 A.M.**

**August 16, 2017**

**PRESENT:**

**COMMISSIONERS:**

**Jim Bagley  
Kimberly Cox, Chair  
Jim Curatalo  
Steve Farrell, Alternate  
Robert Lovingood**

**Larry McCallon  
Ryan McEachron, Alternate  
James Ramos, Vice-Chair  
Aquanetta Warren, Alternate  
Diane Williams**

**STAFF:**

**Kathleen Rollings-McDonald, Executive Officer  
Clark Alsop, LAFCO Legal Counsel  
Samuel Martinez, Assistant Executive Officer  
Michael Tuerpe, Project Manager  
Jeffrey Lum, LAFCO Analyst  
La Trici Jones, Commission Clerk  
Bob Aldrich, LAFCO Consultant**

**ABSENT:**

**Janice Rutherford, Alternate**

**CONVENE REGULAR SESSION OF THE LOCAL AGENCY FORMATION COMMISSION  
– CALL TO ORDER – 9:05 A.M. – NORTON REGIONAL EVENT CENTER**

Chair Cox calls the regular session of the Local Agency Formation Commission to order and leads the flag salute.

**ITEM 1.** Swear in Regular (Supervisor James Ramos) and Alternate (Supervisor Janice Rutherford) Supervisorial Commissioners (Continued from May 17, 2017 Hearing).

Supervisor James Ramos is sworn in for his term ending in May 2021. Supervisor Janice Rutherford is absent so her swearing in will be deferred to the next hearing.

**CONSENT ITEMS:**

The following consent items are expected to be routine and non-controversial and will be acted upon by the Commission at one time without discussion, unless a request has been received prior to the hearing to discuss the matter.

**ITEM 2.** Approval of Minutes for Regular Meeting of July 19, 2017

- ITEM 3.** Approval of Executive Officer's Expense Report
- ITEM 4.** Ratify Payments as Reconciled for Month of July 2017 and Note Cash Receipts (Continued to the September 20, 2017 Hearing)
- ITEM 5.** Approval of Contract for Janitorial Services at 1170 West Third Street for the period of August 24, 2017 through June 30, 2018 (Continued to the September 20, 2017 Hearing)

Commissioner Lovingood moves approval of the Consent Calendar, Second by Commissioner Ramos. There being no opposition, the motion passes with the following roll call vote: Ayes: Bagley, Cox, Curatalo, Lovingood, McCallon, Ramos, and Williams. Noes: None. Abstain: None. Absent: None

**DISCUSSION ITEMS:**

**ITEM 6. CONSENT ITEMS DEFERRED FOR DISCUSSION:**

None

**ITEM 7. STATUS REPORT ON LAFCO 3189 – SPECIAL STUDY FOR MORONGO VALLEY COMMUNITY SERVICES DISTRICT**

Project Manager, Michael Tuerpe introduces the staff report, a complete copy of which is on file in the LAFCO office and is made a part of the record by its reference here.

Mr. Tuerpe states that staff is recommending that this be the last monitoring report for Morongo Valley Community Services District. Mr. Tuerpe provides background on the status report stating that at the July 2015 Hearing, the Commission's direction to staff in preparing the special study was narrow in focus – determining the financial sustainability of the district to perform its authorized range of services, most specifically fire protection and emergency medical response. Mr. Tuerpe states that at the conclusion of the special study, the Commission directed staff to continue to monitor the CSD for a period of three years. Mr. Tuerpe states that staff has conducted two years' worth of reviews and is recommending that this be the final review. Mr. Tuerpe states that in response to the financing concerns the District conducted a Special Tax Election; however, the election failed. Mr. Tuerpe states that recently there was meeting that included the Community Services District, LAFCO staff and County Fire. He states that nothing tangible came from that meeting, but it was noted that discussions between the CSD and County Fire will continue.

Mr. Tuerpe states that further involvement from LAFCO is not warranted because there is no available LAFCO initiated solution. He states that the Commission cannot initiate an annexation to County Fire. He states that we cannot tell the District what to do, but we have provided them with options.



He states that staff is recommending the conclusion of monitoring of the CSD.

Executive Officer Rollings-McDonald states that she wants to reiterate that there is no LAFCO solution available for the Commission to consider. She states that it is clear that the District is moving in a direction to live within its means. She states that the purpose of the continued monitoring is resolved and that is why staff is recommending that the Commission accept the report and discontinue further monitoring.

Commissioner Ramos asks if the paramedic service is tied to the CSD assessment, to which Mr. Tuerpe responds that the assessment is for Paramedic and Fire Protection services and requires that the District maintain a full-time paramedic on staff.

Ms. Rollings-McDonald states that one concern has been that a benefit assessment requires an annual engineering study to determine the cost applied to parcel based upon benefit. So there is an annual engineering study expense. She states that the assessment could be a transition as a function to the reorganization to another entity, but the more simplistic and equitable funding source is a special tax that is uniformly applied and does not require the cost of an annual benefit assessment through an engineering firm. It is simply a flat tax placed on the tax assessment roll.

Commissioner Ramos states that he has received the reports and has no problem moving the staff recommendation.

Chair Cox states that she has a question in regards to the accounting page that shows the revenues and expenditures. She states that as of 2015, the salaries have gone up; an approximate two hundred thousand dollar increase. She states that it is concerning and would like to know if staff has an explanation. Mr. Tuerpe states that the District is contracted with the California Office of Emergency Services (OES) and OES uses the District during certain seasons for fire service which corresponds to an increase in salary expense. He states that later a reimbursement to the District is provided. He states that this is one-time revenue and not a consistent revenue source. Chair Cox states that it is her hope that the Community finds a way to adequately fund their fire service so they won't have to be included in a special tax zone.

Chair Cox asks if there are any other questions or comments by the Commission.

Commissioner Bagley states that he had the same concern with the fiscal year projections for 2015/16 and it is a giant red flag to spend 100 percent of your revenue for salaries. He states that the challenge is really for the Special District to find long term solutions.

Commissioner Ramos expresses his position that the CSD has made great strides in trying to get a handle on the expenses. He states that on last night there was an approval of a long-term strategy.

Chair Cox states that there are some representatives from Morongo CSD in attendance and she asks if they would like to speak to the Commission.

Ms. Gayl Swarat requests to speak and states that she is the President of the Morongo Valley Community Services District Board of Directors. She states that they are working

very hard to keep their fire service local because in Morongo Valley there are a lot of elderly people and there are a lot of accidents and they need a quick response from paramedics. She states that if they were to annex to County, they would receive service from Yucca Valley. She states that this would up the time from 7 to 10 minutes to a minimum of 19 minutes. She states that the paramedic service is one of the most important services for the Morongo CSD to provide.

Chair Cox asks if there are any additional speakers. There are none.

Commissioner Ramos moves approval of the staff's recommendation, Second by Commissioner McCallon. There being no opposition, the motion passes with the following roll call vote: Ayes: Bagley, Cox, Curatalo, Lovingood, McCallon Ramos, and Williams. Noes: None. Abstain: None. Absent: None

**ITEM 8. REVIEW AND APPROVAL OF AMENDED LEASE FOR LAFCO OFFICE SPACE AT SAN BERNARDINO SANTA FE DEPOT 1170 WEST THIRD STREET, UNIT 150, SAN BERNARDINO**

Executive Officer Kathleen Rollings-McDonald states that before the Commission is the amended lease agreement for the staff office at the Santa Fe Depot. She states that during the budget consideration it was identified that Staff would be returning to the Commission after the completion of the renovations.

Commissioner Lovingood moves approval of the amended lease, Second by Commissioner Ramos. There being no opposition, the motion passes with the following roll call vote: Ayes: Bagley, Cox, Curatalo, Lovingood, McCallon, Ramos and Williams. Noes: None. Abstain: None. Absent: None

**INFORMATION ITEMS**

**ITEM 9 LEGISLATIVE UPDATE ORAL REPORT**

Executive Officer Rollings-McDonald states that AB 979 which is the Lackey Bill co-sponsored by CSDA and CALAFCO is moving forward. She states that AB 1725 was approved and is moving forward. She states that both of these bills are co-sponsored by CALAFCO and it is anticipated that the Governor will sign both bills.

**ITEM 10 EXECUTIVE OFFICER'S ORAL REPORT**

Executive Officer Rollings-McDonald states that there are no new proposals to identify at this time. She states that the September hearing will have a review and consideration of an exemption request from the Running Springs Water District on the extension of sewer service and a proposal for detachments from Cucamonga Valley Water District.

She states that in September we will review the recruitment process for the Executive Officer position.

**ITEM 11      COMMISSIONER’S COMMENTS**

Chair Cox asks if there are any Commissioner comments. There are none.

**ITEM 12      COMMENTS FROM THE PUBLIC**

Chair Cox asks if there are any comments from the public. There are none.

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COMMISSION, THE  
HEARING IS ADJOURNED AT 10:31 A.M.**

**ATTEST:**

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**LA TRICI JONES**  
Clerk to the Commission


**LOCAL AGENCY FORMATION COMMISSION**

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**KIMBERLY COX, Chair**

# LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

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**DATE :** SEPTEMBER 13, 2017   
**FROM:** KATHLEEN ROLLINGS-McDONALD, Executive Officer  
**TO:** LOCAL AGENCY FORMATION COMMISSION

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**SUBJECT:** AGENDA ITEM #4 – APPROVAL OF EXECUTIVE OFFICER'S  
EXPENSE REPORT

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## **RECOMMENDATION:**

Approve the Executive Officer's Expense Report for Procurement Card Purchases from July 24, 2017 through August 22, 2017 as presented.

## **BACKGROUND INFORMATION:**

The Commission participates in the County of San Bernardino's Procurement Card Program to supply the Executive Officer a credit card to provide for payment of routine official costs of Commission activities as authorized by LAFCO Policy and Procedure Manual Section II – Accounting and Financial Policy #3(H). Staff has prepared an itemized report of purchases that covers the billing period of July 24, 2017 through August 22, 2017.

Included on the expense report is a charge from the Westin San Diego in the amount of \$47.00. This charge is currently being disputed as staff was not present during the time of the charge. This charge will need to be paid and then refunded after the dispute has been resolved.

Staff recommends that the Commission approve the Executive Officer's expense report as shown on the attachment.

KRM/LJ

Attachment



COUNTY OF SAN BERNARDINO  
PROCUREMENT CARD PROGRAM

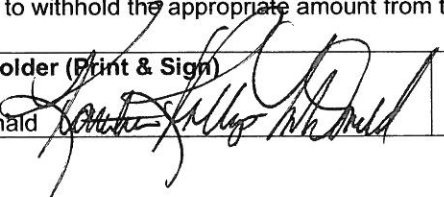
Page 1 of 1

MONTHLY PROCUREMENT CARD PURCHASE REPORT

<b>Card Number</b>	<b>Cardholder</b> Kathleen Rollings-McDonald	<b>Billing Period</b> 7/24/2017 to 8/22/2017
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Date	Vendor Name	Receipt/ Invoice No.	Item Description	Purpose	\$ Amount	Reconciled (R) Disputed (D)	Sales Tax Included on invoice (Yes or No)
08-01	Thomson West	1	Payment	Law Library Update	203.81	R	N
08-03	Daisy IT Supplies	2	Payment	Office Supplies	1207.95	R	Y
08-07	Storetrieve LLC	3	Payment	Storage & Records Maintenance	144.95	R	Y
08-09	Jackie's Custom Draperies	4	Payment	Shutters for LAFCO Office	350.00	R	Y
08-10	EB CALAFCO	5	Payment	CALAFCO – 2017 Conference Registration & Mobile Workshop, Jim Bagley	517.68	R	N
08-14	Daisy IT Supplies	6	Payment	Office Supplies	27.35	R	Y
08-14	Daisy IT Supplies	7	Payment	Office Supplies	131.90	R	Y
08-14	Daisy IT Supplies	8	Payment	Office Supplies	110.91	R	Y
08-14	Daisy IT Supplies	9	Payment	Office Supplies	43.08	R	Y
08-17	EB CALAFCO	10	Payment	CALAFCO – 2017 Conference Registration & Mobile Workshop, Steven Farrell	517.68	R	N
08-19	Westin San Diego	11	Payment	Unauthorized Charge	47.00	D	N
08-19	California Planning & Dev. Report	12	Payment	Publication Renewal	238.00	R	Y

The undersigned, under penalty of perjury, states the above information to be true and correct. If an unauthorized purchase has been made, the undersigned authorizes the County Auditor/Controller-Recorder to withhold the appropriate amount from their payroll check after 15 days from the receipt of the cardholder's Statement of Account.


<b>Cardholder (Print &amp; Sign)</b>	<b>Date</b>
Kathleen Rollings-McDonald 	9/6/2017

<b>Approving Official (Print &amp; Sign)</b>	<b>Date</b>
Kimberly Cox, Chair	9/20/2017

# LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

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**DATE :** SEPTEMBER 13, 2017   
**FROM:** KATHLEEN ROLLINGS-McDONALD, Executive Officer  
**TO:** LOCAL AGENCY FORMATION COMMISSION

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**SUBJECT:** AGENDA ITEM #5 - RATIFY PAYMENTS AS RECONCILED FOR  
MONTHS OF JULY AND AUGUST 2017 AND NOTE REVENUE  
RECEIPTS

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## **RECOMMENDATION:**

Ratify payments as reconciled for the months of July and August 2017 and note revenue receipts for the same period.

## **BACKGROUND INFORMATION:**

Staff has prepared a reconciliation of warrants issued for payments to various vendors, internal transfers for payments to County Departments, cash receipts and internal transfers for payments of deposits or other charges that cover the period of July 1, 2017 through August 31, 2017.

Staff is recommending that the Commission ratify the payments for July and August as outlined on the attached listings and note the revenues received.

KRM/lj

Attachment



**MONTHLY RECONCILIATION OF PAYMENTS**

<b>MONTH OF JULY 2017 PAYMENTS PROCESSED</b>					
<b>VOUCHER ID</b>	<b>ACCOUNT</b>	<b>NAME</b>	<b>WARRANT NO.</b>	<b>WARRANT DATE</b>	<b>AMOUNT</b>
PV890Z071426		LA TRICI JONES PETTY CASH	8072913	07/12/2017	\$ 230.21
PV8908790		ROBERT J ALDRICH	3313539	07/05/2017	\$ 3,600.00
PV8908791		CITY OF SAN BERNARDINO	8067418	07/05/2017	\$ 360.00
PV8908792		CHAMPION ELECTRIC INC	3313421	07/05/2017	\$ 6,760.00
PV8908793		KIM NGO	8067611	07/05/2017	\$ 3,400.00
PV8908794		LONGTIN'S PUBLICATIONS	8067528	07/05/2017	\$ 129.49
PV8908795		ROBERT J ALDRICH	3313539	07/05/2017	\$ 3,525.00
PV8908796 THRU 8800	NOT YET PROCESSED				
PV8908801		JAMES V CURATALO	8076022	07/20/2017	\$ 127.08
<b>TOTAL</b>					<b>\$ 18,131.78</b>

MONTH OF JULY 2017 INTERNAL TRANSFERS PROCESSED					
JVATXRT00284	2308	CALCARD JUNE 2017		7/10/2017	\$ 5,086.02
JVPURRT00250	2310	MAIL SERVICES - PRESORT FLATS		7/7/2017	\$ 1.81
JVPURRT00252	2310	MAIL SERVICES - PACKAGING		7/7/2017	\$ 82.94
JVPURRT00254	2310	MAIL SERVICES - 1ST PRESORT		7/7/2017	\$ 162.50
JVPURRT00315	2316	SURPLUS AGENCY (RELATED TO FURNITURE PURCHASE)		7/19/2017	\$ 2,170.56
JVPURRT00316	2323	PRINTING SERVICES		7/20/2017	\$ 1,116.72
JVIB12062421B	2421	JUNE ISD DIRECT		7/19/2017	\$ 223.20
JV890RT00055	2445	ROV- LAFCO 3219		7/7/2017	\$ 150.90
JV890RT00317	2445	ROV- LAFCO 3218		7/11/2017	\$ 38.87
TOTAL					\$ 9,033.52

<b>MONTH OF JULY 2017 CASH RECEIPTS</b>					
<b>DEPOSIT DOCUMENT ID</b>	<b>ACCOUNT</b>	<b>DESCRIPTION</b>		<b>DEPOSIT DATE</b>	<b>AMOUNT</b>
JVTZ RT 70710047		INTEREST		7/24/2017	\$ 3,066.28
CRATXA00343		DAGGETT CSD		07/12/2017	\$ 280.13
CRATXA00343		YUCAIPA VALLEY WATER DISTRICT		07/12/2017	\$ 20,000.00
JV735RT00380		TWENTYNINE PALMS CEMETERY DISTRICT		07/12/2017	\$ 229.72
CRATXA00479		CRESTLINE LAKE ARROWHEAD WATER AGENCY		07/13/2017	\$ 10,000.00
CRATXA00685		ARROWBEAR PARK COUNTY WATER DISTRICT		07/18/2017	\$ 1,061.43
CRATXA00685		BIG RIVER CSD		07/18/2017	\$ 161.14
CRATXA00685		SAN BERNARDINO VALLEY WATER CONSERVATION		07/18/2017	\$ 2,152.67
CRATXA00685		MARIANA RANCHOS COUNTY WATER DISTRICT		07/18/2017	\$ 459.71
CRATXA00685		CRESTLINE VILLAGE WATER DISTRICT		07/18/2017	\$ 2,573.21
CRATXA00708		CITY OF TWENTYNINE PALMS		07/19/2017	\$ 1,599.72



**MONTHLY RECONCILIATION OF PAYMENTS**

CRATXA00708		MORONGO VALLEY CSD		07/19/2017	\$ 755.33
CRATXA00708		APPLE VALLEY HEIGHTS COUNTY WATER DISTRICT		07/19/2017	\$ 273.99
CRATXA00708		YUCCA VALLEY AIRPORT DISTRICT		07/19/2017	\$ 70.16
CRATXA00766		MONTE VISTA WATER DISTRICT		07/19/2017	\$ 10,000.00
CRATXA00766		CITY OF GRAND TERRACE		07/19/2017	\$ 1,058.36
CRATXA00767		CITY OF BARSTOW		07/19/2017	\$ 6,262.37
CRATXA00767		TWENTYNINE PALMS WATER DISTRICT		07/19/2017	\$ 10,000.00
CRATXA00768		NEWBERRY CSD		07/19/2017	\$ 204.48
CRATXA00768		JOSHUA BASIN WATER DISTRICT		07/19/2017	\$ 10,000.00
CRATXA00768		MORONGO BASIN HCD		07/19/2017	\$ 1,500.00
CRATXA00768		TOWN OF YUCCA VALLEY		07/19/2017	\$ 2,241.52
CRATXA00768		THUNDERBIRD COUNTY WATER DISTRICT		07/19/2017	\$ 210.56
CRATXA00768		BIGHORN-DESERT VIEW WATER AGENCY		07/19/2017	\$ 1,369.15
CRATXA00768		WEST VALLEY WATER DISTRICT		07/19/2017	\$ 20,000.00
CRATXA00768		TOWN OF APPLE VALLEY		07/19/2017	\$ 9,036.59
CRATXA00959		BIG BEAR MUNICIPAL WATER DISTRICT		07/24/2017	\$ 4,524.23
CRATXA00959		CITY OF ONTARIO		07/24/2017	\$ 53,401.54
CRATXA00959		CITY OF VICTORVILLE		07/24/2017	\$ 21,073.60
CRATXA00961		INLAND EMPIRE UTILITIES AGENCY		07/24/2017	\$ 2,058.59
CRATXA00961		BARSTOW HEIGHTS CSD		07/24/2017	\$ 58.16
CRATXA00962		CITY OF MONTCLAIR		07/24/2017	\$ 12,296.10
CRATXA00962		CITY OF CHINO		07/24/2017	\$ 16,178.61
CRATXA01016		CITY OF RANCHO CUCAMONGA		07/25/2017	\$ 26,388.68
CRATXA01189		RUNNING SPRINGS WATER DISTRICT		07/27/2017	\$ 10,000.00
CRATXA01189		EAST VALLEY WATER DISTRICT		07/27/2017	\$ 20,000.00
CRATXA01189		BEAR VALLEY COMMUNITY HCD		07/27/2017	\$ 1,500.00
CRATXA01189		SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT		07/27/2017	\$ 30,000.00
CRATXA01189		CITY OF FONTANA		07/27/2017	\$ 26,767.43
CRATXA01189		CITY OF HIGHLAND		07/27/2017	\$ 3,668.32
CRATXA01255		CITY OF REDLANDS		07/28/2017	\$ 17,898.16
CRATXA01256		WRIGHTWOOD CSD		07/28/2017	\$ 133.68
CRATXA01256		CITY OF BIG BEAR LAKE		07/28/2017	\$ 6,271.70
CRATXA01353		CHINO BASIN WATER CONSERVATION DISTRICT		07/31/2017	\$ 1,536.12

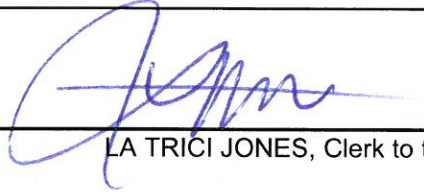

<b>TOTAL</b>					<b>\$ 365,255.16</b>
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**MONTH OF JULY 2017 INTERNAL TRANSFERS RECEIVED**

<b>TRANSFER DOCUMENT ID</b>	<b>ACCOUNT</b>	<b>NAME</b>		<b>TRANSFER DATE</b>	<b>AMOUNT</b>
		NONE			
<b>TOTAL</b>					<b>\$ -</b>



MONTHLY RECONCILIATION OF PAYMENTS

	9/11/2017
LA TRICI JONES, Clerk to the Commission	DATE
RECONCILIATION APPROVED BY:	
	9/11/2017
KATHLEEN ROLLINGS-McDONALD, Executive Officer	DATE

## MONTHLY RECONCILIATION OF PAYMENTS

MONTH OF AUGUST 2017 PAYMENTS PROCESSED					
VOUCHER ID	ACCOUNT	NAME	WARRANT NO.	WARRANT DATE	AMOUNT
PV8908796		BEST BEST & KRIEGER	3316099	08/07/2017	\$ 21,267.73
PV8908797		TOM DODSON & ASSOCIATES	3316268	08/07/2017	\$ 425.00
PV8908798		DAILY JOURNAL	8083445	08/07/2017	\$ 658.44
PV8908799		215 NORTH D STREET BLDG LLC (JULY RENT)	3316295	08/07/2017	\$ 4,484.01
PV8908800		ECS IMAGING	8083468	08/07/2017	\$ 1,313.00
PV8908801		PROCESSED IN JULY			
PV8908802		ROBERT J ALDRICH	3316243	08/07/2017	\$ 3,600.00
PV8908803		SPECIAL DISTRICTS RISK MANAGEMENT	8083664	08/07/2017	\$ 50.00
PV8908804		CALAFCO (MEMBERSHIP DUES)	8083709	08/07/2017	\$ 8,674.00
PV8908805		SPECIAL DISTRICTS RISK MANAGEMENT	8083664	08/07/2017	\$ 1,939.14
PV8908806		SPECIAL DISTRICTS RISK MANAGEMENT	8083664	08/07/2017	\$ 9,965.06
PV8908807		SBCTA (CHANGE ORDER)	3316615	08/09/2017	\$ 13,620.00
PV8908808		TOM DODSON & ASSOCIATES	3316649	08/09/2017	\$ 1,020.00
PV8908809		ROBERT J ALDRICH	3316609	08/09/2017	\$ 3,150.00
PV8908810		BEST BEST & KRIEGER	3316691	08/10/2017	\$ 9,457.04
PV8908811		DAILY JOURNAL	8085414	08/09/2017	\$ 4,952.49
PV8908812		KIMBERLY COX	8086289	08/11/2017	\$ 257.78
PV8908813		JIM BAGLEY	3316757	08/10/2017	\$ 296.19
PV8908814		JAMES V CURATALO	8085913	08/10/2017	\$ 226.75
PV8908815		DIANE WILLIAMS	8085873	08/10/2017	\$ 225.26
PV8908816		AQUANETTA WARREN	8085823	08/10/2017	\$ 217.12
PV8908817		STEVEN FARRELL	8085982	08/10/2017	\$ 218.41
PV8908818		RYAN MCEACHRON	8085971	08/10/2017	\$ 243.13
PV8908819		ROBERT LOVINGOOD	8085969	08/10/2017	\$ 200.00
PV8908820	NOT YET PROCESSED				
PV8908821		ROBERT J ALDRICH	3317534	08/11/2017	\$ 3,000.00
PV8908822		PAPER RECYCLING SPECIALIST	3316952	08/11/2017	\$ 34.00
PV8908823		DAILY JOURNAL	8086250	08/15/2017	\$ 1,125.65
PV8908824		PAPER RECYCLING CERT(RECORDS DESTRUCTION)	3317181	08/15/2017	\$ 34.00
PV8908825		JAMES LONGTIN'S PUBLICATION	8087580	08/16/2017	\$ 129.49



## MONTHLY RECONCILIATION OF PAYMENTS

PV8908826		SBCTA (FIRST QUARTER RENT)	3317196	08/31/2017	\$ 11,333.89
PV8908827		SOUTHERN CALIFORNIA EDISON (SVC. ACTIVATION)	8088640		\$ 1,145.00
PV8908828		SBCERA	3318203		\$ 3,018.58
PV8908829		CALAFCO (ANNUAL CONFERENCE REGISTRATION)	8095009		\$ 3,430.00
PV8908830-8835	NOT YET PROCESSED				
PV8908836		SOUTHERN CALIFORNIA EDISON	8094582		\$ 402.53
PV8908837-8839	NOT YET PROCESSED				
PV8908840		MJS ALARM CORP	3317867		\$ 817.00
TOTAL					\$ 110,930.69

## MONTH OF AUGUST 2017 INTERNAL TRANSFERS PROCESSED

JVIB01082037D	2037	JULY 2017 COMNET CHARGES		8/8/2017	\$ 295.56
JVPURRT01579	2310	MAIL SERVICE - PACKAGING		8/4/2017	\$ 21.91
JVPURRT01596	2310	MAIL SERVICE - PACKAGING		8/4/2017	\$ 3,017.00
JVPURRT01598	2310	MAIL SERVICE - PRESORT FLATS		8/4/2017	\$ 39.10
JVPURRT01594	2310	MAIL SERVICE - FIRST PRESORT		8/7/2017	\$ 115.66
JVPURRT01575	2310	MAIL SERVICE - INTER-OFFICE MAIL		8/8/2017	\$ 188.00
JV890RT01161	2315	RECORDS STORAGE		8/7/2017	\$ 101.25
JV890RT01239	2424	NOE FOR LAFCO 3187		8/1/2017	\$ 50.00
JV890RT01361	2445	ROV - LAFCO 3220		8/4/2017	\$ 100.60
JV890RT01361	2445	ROV - LAFCO 3216		8/4/2017	\$ 201.20
JVATXRT01893	2445	2017 2ND QUARTER PAYROLL FEE		8/18/2017	\$ 884.40
JV890RT01894	2445	ROV - LAFCO 3221		8/18/2017	\$ 99.11
JV890RT01895	2445	ROV - LAFCO 3207		8/18/2017	\$ 99.11
JV890RT02509	2445	ROV - LAFCO 3219		8/31/2017	\$ 99.11
JV890RT01161	2041	CONFERENCE CALLS		8/7/2017	\$ 59.88
JVIB 1082421B	2421	ISD DIRECT		8/8/2017	\$ 1,039.95
TOTAL					\$ 6,411.84

## MONTH OF AUGUST 2017 CASH RECEIPTS

DEPOSIT DOCUMENT ID	ACCOUNT	DESCRIPTION		DEPOSIT DATE	AMOUNT
CRATXA01407		BIG BEAR CITY CSD		08/01/2017	\$ 10,000.00
CRATXA01407		YERMO CSD		08/01/2017	\$ 160.10
CRATXA01407		CITY OF NEEDLES		08/01/2017	\$ 835.36




## MONTHLY RECONCILIATION OF PAYMENTS

CRATXA01407		CITY OF SAN BERNARDINO		08/01/2017	\$ 37,061.01
CRATXA01478		LAKE ARROWHEAD CSD		08/03/2017	\$ 10,000.00
CRATXA01478		APPLE VALLEY FIRE PROTECTION DISTRICT		08/03/2017	\$ 10,000.00
CRATXA01478		CITY OF RIALTO		08/03/2017	\$ 20,225.63
CRATXA01478		MOJAVE WATER AGENCY		08/03/2017	\$ 20,000.00
CRATXA01478		CITY OF LOMA LINDA		08/03/2017	\$ 4,239.18
CRATXA01478		CUCAMONGA VALLEY WATER DISTRICT		08/03/2017	\$ 30,000.00
JVCAORT101314		COUNTY OF SAN BERNARDINO		08/03/2017	\$ 336,527.67
JV800RT00997		HESPERIA PARK AND REC DISTRICT		08/03/2017	\$ 10,000.00
CRATXA01587		JUNIPER-RIVIERA COUNTY WATER DISTRICT		08/04/2017	\$ 273.28
CRATXAO1587		CITY OF COLTON		08/04/2017	\$ 18,929.83
CRATXAO1587		CITY OF YUCAIPA		08/04/2017	\$ 4,153.96
CRTAXA01674		BIG BEAR AIRPORT DISTRICT		08/08/2017	\$ 1,802.75
CRATXA01675		BAKER CSD		08/08/2017	\$ 620.07
CRATXA01676		APPLE VALLEY FOOTHILL COUNTY WATER		08/08/2017	\$ 143.92
CRATXA01676		CITY OF CHINO		08/08/2017	\$ 20,347.52
CRATXA01779		MOJAVE DESERT RESOURCE CONSERVATION		08/10/2017	\$ 86.05
CRATXA01780		CRESTLINE SANITATION DISTRICT		08/10/2017	\$ 3,494.70
CRATXA01780		PHELAN PINON HILLS CSD		08/10/2017	\$ 10,000.00
CRATXA01986		HI-DESERT WATER DISTRICT		08/14/2017	\$ 10,000.00
CRATXA02014		CHINO VALLEY INDEPENDENT FIRE DISTRICT		08/15/2017	\$ 20,000.00
CRATXA02177		CITY OF UPLAND		08/18/2017	\$ 14,595.94
CRATXA02282		RIM OF THE WORLD REC & PARK DISTRICT		08/21/2017	\$ 1,070.51
JV25RT01921		BARSTOW CEMETERY DISTRICT		08/22/2017	\$ 411.47
CRATXA02520		MOUNTAINS COMMUNITY HOSPITAL DISTRICT		08/25/2017	\$ 1,500.00
CRATXA02520		CITY OF HESPERIA		08/25/2017	\$ 9,951.67
CRATXA02520		HELENDAL CSD		08/25/2017	\$ 3,400.85
TOTAL					\$ 609,831.47

## MONTH OF AUGUST 2017 INTERNAL TRANSFERS RECEIVED

TRANSFER DOCUMENT ID	ACCOUNT	NAME		TRANSFER DATE	AMOUNT
JVCFDRT02279		UPLAND ANNEXATION 3216 (COUNTY FIRE MAILING SHARE)		8/31/2017	\$ 9,154.00
TOTAL					\$ 9,154.00

MONTHLY RECONCILIATION OF PAYMENTS

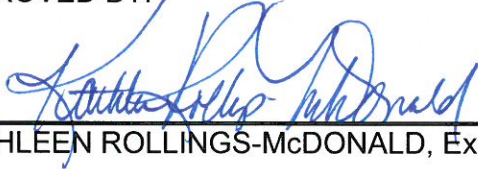


LA TRICI JONES, Clerk to the Commission

9/11/2017

DATE

RECONCILIATION APPROVED BY:



KATHLEEN ROLLINGS-McDONALD, Executive Officer


9/11/2017

DATE

# LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1170 West Third Street, Unit 150, San Bernardino, CA 92415-0490  
(909) 388-0480 • Fax (909) 388-0481  
lafco@lafco.sbcounty.gov  
www.sbclafco.org

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**DATE:** SEPTEMBER 7, 2017   
**FROM:** KATHLEEN ROLLINGS-McDONALD, Executive Officer  
SAMUEL MARTINEZ, Assistant Executive Officer  
**TO:** LOCAL AGENCY FORMATION COMMISSION

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**SUBJECT:** Agenda Item #6: Approval of Contract for Janitorial Services at 1170 West Third Street for the period September/October 2017 through September/October 2018

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## **RECOMMENDATION:**

Staff recommends that the Commission:

1. Approve the contract for janitorial services with Jan-Pro Cleaning Systems; and,
2. Authorize the Executive Officer to execute the Cleaning Agreement as well as the Pricing Agreement for a total annual contract amount of \$5,700.

## **BACKGROUND:**

As identified at the August hearing, the move to the new LAFCO office at the San Bernardino Train Depot prompted the need for janitorial services as this is not a part of the current lease agreement with SBCTA. Currently, LAFCO has an interim agreement with the company that provides janitorial services to the entire Depot while the Commission makes its decision on who to contract with for janitorial services on a permanent basis.

Because it was anticipated that the contract amount would be over \$3,000, LAFCO staff requested vendors to submit a quote for janitorial services. Staff received a total of three quotes from three vendors with multiple options. LAFCO staff is recommending the service plan that matches LAFCO staff's 9/80 work schedule, which entails two days of general cleaning service (including trash pick-up) and two days trash pick-up only on a weekly basis and an additional trash pick-up every other Fridays.

The quotes that were submitted for this particular service plan are as follows:

Company Name	Monthly Charge	Annual Charge (Contract Amount)
1. Coverall	\$570	\$6,840
2. Jan-Pro Cleaning Systems	\$475	\$5,700
3. OctoClean	\$523	\$6,276

Details of the quotes submitted by the three companies are included as attachments to this report. Some of the highlights for each service plan are identified below:

Coverall

- Is a global brand cleaning service
- Submitted the most comprehensive service plan that includes cleaning of the restroom on a daily basis.

Jan-Pro Cleaning Systems

- Is also a global brand cleaning service.
- Submitted the lowest quote.
- Included a reference list.

OctoClean

- Is a local commercial cleaning service based in Riverside, CA.
- Provides janitorial services to the entire San Bernardino Train Depot and currently provides the janitorial service to the LAFCO office.

It is difficult to choose the best service plan from among the quotes submitted given each proposal have their own specific programs that are different from each other. At a minimum, all three companies provided the basic service option that LAFCO staff requested. Therefore, LAFCO staff is recommending that the Commission contract with the company that provided the lowest quote -- Jan-Pro Cleaning Systems.

In order to move forward, LAFCO will need to terminate the existing contract with the current service provider—which requires a 30-day termination notice—and authorize the Executive Officer to execute the agreement with Jan-Pro Cleaning Systems starting October 2017 to October 2018.

Staff will be available for any questions at the hearing.

KRM/sm

Attachments



## **Customized Service Plan and Proposal**

Prepared for:

**Local Agency Formation Commission**

By:  
Jeffrey Johnson  
Outside Sales Consultant

Date:  
August 29, 2017





August 29, 2017

**Local Agency Formation Commission**  
Samuel Martinez  
1170 West 3rd St  
San Bernardino, CA 92408

Dear Samuel,

Thank you for talking with me about your cleaning program and your business needs. I have created a proposal based on our discussion. Please review the attached documents to see exactly how the Coverall® Program will help your facility look and smell clean, and actually be a cleaner, healthier place for everyone.

Thank you again for the opportunity to present this customized Service Plan. The entire Coverall team looks forward to the next steps!

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey Johnson', with a long horizontal flourish extending to the right.

Jeffrey Johnson  
Outside Sales Consultant  
(909) 890-3510  
Jeffrey.Johnson@coverall.com

Initials: \_\_\_\_\_ / \_\_\_\_\_

## Coverall Service Plan

The Coverall® Program has been customized to meet your requests and requirements for a clean, healthy work environment. The details of your Service Plan are documented below.

**Company:** Local Agency Formation Commission  
**Phone:** (909) 388-0480  
**Contact:** Samuel Martinez  
**Email:**  
**Address where service will be performed:** 1170 West 3rd St, San Bernardino, CA 92408  
**Frequency of Regular Service:** 5 day(s) per week  
**Total Cleanable Area:** 2446 square feet

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**Areas to be serviced:**

- Break Room
  - Conference Room
  - Executive Offices
  - General Offices
  - Lobby/Reception
  - Restrooms
- 

**Exclude:**

- server closet
- office closed every other Friday, no service required

Initials: \_\_\_\_\_ / \_\_\_\_\_

## Regular Services included in your Service Plan:

The following tasks will be included in your Service Plan and delivered by a trained and certified Coverall Franchised Business using the Coverall® Program.

### Dusting and Disinfecting

Over the years we've learned that there's more to cleaning than just appearance. The Coverall® System leads the industry in cleaning at a deeper level to help reduce the spread of illness-causing germs.

INCLUDED TASKS	FREQUENCY
<b>Damp Wipe and Disinfect Surfaces - Detail Clean</b> Thoroughly dust and clean accessible horizontal and vertical surfaces, fixtures and office furniture such as file cabinets, desks, credenzas, counter tops, sinks, display units, and window sills.	2x per week
<b>Clean Internal Glass or Mirrors - Spot Clean</b> Spot clean internal partition glass or mirrors to remove smudges and fingerprints.	2x per week
<b>Damp Wipe and Disinfect High Touch Points</b> Clean and disinfect high touch points such as light switches and door knobs. Clean both sides of main entrance glass doors.	2x per week
<b>Damp Wipe and Disinfect Telephones</b> Damp wipe and disinfect desktop telephones.	1x per week
<b>Damp Wipe and Disinfect Drinking Fountains and Water Coolers</b> Damp wipe and disinfect exterior (outside) of drinking fountains and water coolers.	1x per week
<b>Vacuum Furnishings or Wet Wipe</b> Vacuum fabric-covered furnishings and or wet wipe other furniture to remove visible dust or soil.	1x per month
<b>Dust Vertical or Horizontal Blinds</b> Clean vertical or horizontal blinds, not to exceed 12 feet from the floor, to remove dust and visible soil.	1x per month
<b>High and Low Dusting</b> Clean items up to 12 feet from the floor (high dusting), such as ceiling vents, light fixtures, high window sills and corners not cleaned as part of normal wiping; and items near floor (low dusting), such as vents, corners, outlets, baseboards, etc.	1x per month

### Carpet and Floor Care

Extra attention for your carpets and hard floors using multi-filtration vacuums to improve air quality by capturing up to 99.97% of dust, dirt, bacteria, mold, yeast and particles as small as 0.3 microns.

INCLUDED TASKS	FREQUENCY
<b>Wall-to-Wall Vacuum Carpet - Detail Clean</b> Detail vacuum accessible carpeted areas with approved HEPA backpack units.	2x per week
<b>Damp Mop Hard Surface Floors - Detail Clean</b> Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.	2x per week

Initials: \_\_\_\_\_ / \_\_\_\_\_

### Carpet and Floor Care

Extra attention for your carpets and hard floors using multi-filtration vacuums to improve air quality by capturing up to 99.97% of dust, dirt, bacteria, mold, yeast and particles as small as 0.3 microns.

INCLUDED TASKS	FREQUENCY
<b>Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors</b> Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.	2x per week

### Trash

INCLUDED TASKS	FREQUENCY
<b>Empty Cans and Remove Trash</b> Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customers trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash regardless of the content, and its loss will not be the responsibility of the Coverall Franchised Business or Coverall.	5x per week

### Kitchen Areas

The Color Coding for Health® Program uses microfiber towels and mop pads to clean, disinfect, remove germs and prevent cross-contamination in the kitchen, cafeteria, lunch room and coffee area.

INCLUDED TASKS	FREQUENCY
<b>Empty Cans and Remove Trash</b> Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customers trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash regardless of the content, and its loss will not be the responsibility of the Coverall Franchised Business or Coverall.	5x per week
<b>Damp Wipe and Disinfect Refrigerator - Spot Clean</b> Spot clean exterior (outside) of refrigerator to remove smudges and fingerprints.	2x per week
<b>Damp Wipe and Disinfect Microwave(s) - Detail Clean</b> Thoroughly damp wipe and disinfect inside and outside of microwave with all-purpose disinfectant cleaner to rinse food contact surfaces.	1x per week

Initials: \_\_\_\_\_ / \_\_\_\_\_

### Restroom Service

Coverall Franchised Businesses use EPA-registered, hospital-grade disinfectant products, recommended by the Centers for Disease Control and Prevention (CDC) to limit the spread of germs especially in restrooms.

INCLUDED TASKS	FREQUENCY
<b>Clean and Disinfect Restrooms</b> <ul style="list-style-type: none"> <li>• <b>Restroom Fixtures:</b> Pre-spray, wipe and polish dispensers and fixtures. Clean and disinfect wash basins, toilet bowls, urinals and counter tops.</li> <li>• <b>Restroom Walls:</b> Clean accessible walls and toilet partitions to remove visible soil.</li> <li>• <b>Restroom Floors:</b> Mop all floors using coded microfiber flat mopping system and disinfecting finished floor cleaner.</li> <li>• <b>Restroom Mirrors:</b> Polish all chrome and mirrors.</li> <li>• <b>Restroom Supplies:</b> Restock expendable products such as paper towels, toilet tissue, hand soap, liners and deodorant products from customer inventory.</li> <li>• <b>Restroom Trash Removal:</b> Empty trash cans, replace liners, spot clean receptacles as needed and take trash to designated area.</li> </ul>	5x per week

### Closing Tasks

INCLUDED TASKS	FREQUENCY
<b>Clean and organize the janitor closet</b>	5x per week
<b>Lock doors and windows as instructed</b>	5x per week
<b>Set alarms as instructed</b>	5x per week
<b>Turn off lights as instructed</b>	5x per week

Initials: \_\_\_\_\_ / \_\_\_\_\_

## Coverall Value Summary

The technology behind cleaning has changed a lot in the last 5-10 years. Just making things look nice is not enough. The Coverall® Program goes much deeper to help improve the health and wellness of your facility by removing the maximum amount of dirt and germs at each cleaning.

Can you imagine what it will be like to have a cleaner, healthier work environment?

### **Your Top Priorities:**

- 1: daily trash to reduce pests
- 2: employees satisfaction with cleaner restroom
- 3: consistent scope of work

**Monthly Service Price for your Coverall® Service Plan: \$570.00**

### **With the Coverall® Program you will get:**



#### **A HEALTHY CLEAN**

Unique cleaning program helps reduce the spread of illness, germs and odors



#### **HOSPITAL-GRADE DISINFECTANTS**

EPA-registered cleaning chemistries are safe and proven to kill germs



#### **RELIABLE SERVICE**

Communication, fast response and consistent cleaning are important



#### **BACKGROUND CHECKS**

Coverall Franchised Business Owners meet strict System requirements



#### **ATTENTION TO DETAIL**

Locally owned and operated independent Coverall Franchised Businesses follow a detailed service plan of cleaning tasks



#### **BONDED AND INSURED**

Commercial General Liability and Surety Bond



#### **COMPETITIVE PRICING**

We show you exactly how your pricing is determined based on industry standards



#### **ONE-STOP SHOP FOR SPECIAL SERVICES**

Floor and carpet care programs, plus other services to keep your facility looking great

Commercial cleaning services provided by an independently owned and operated Coverall Franchised Business.

Initials: \_\_\_\_\_ / \_\_\_\_\_



## About Coverall®

Coverall is one of the most respected brands in commercial cleaning and a leader in the industry. As a franchisor, we help people start their own commercial cleaning businesses and offer them the training and support they need to make you a happy customer.

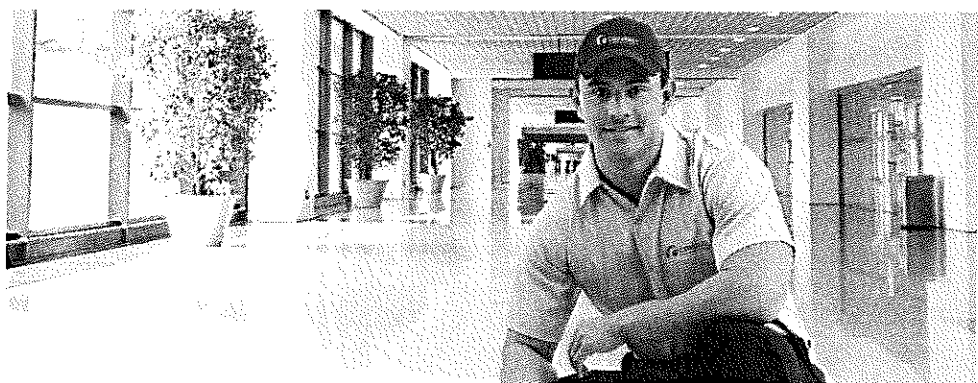
What began in 1985 as a three-person company continues today as a global brand that now supports more than 8,000 Franchised Business Owners in 90 markets who professionally clean nearly two million square feet of commercial office space every day.

If you've been unhappy with your cleaning service, then we're here to help.

### The Coverall Core 4® Process:

- ❖ Uses the most efficient tools and techniques available
- ❖ Prevents the spread of bacteria from one area to another
- ❖ Captures up to 99.97% of airborne particles as small as .3 microns
- ❖ Is environmentally responsible
- ❖ Is delivered consistently and priced competitively

Services are delivered by trained and Core 4® certified Coverall Franchisees and their employees who get to know you, your cleaning needs and your facility. Can you imagine what it will be like to have a cleaner, healthier work environment?



## The Coverall Difference

### ❖ **Get the best value for your cleaning budget**

A lot has changed in the way that cleaning is done today. Coverall leads the industry in finding and using the best tools, techniques and training to give you a cleaning schedule that delivers more value within your budget.

### ❖ **Cleaner work and reception areas**

Coverall Franchised Business Owners and their employees use HEPA filtration vacuums to help improve indoor air quality by capturing up to 99.97% of dust, dirt, bacteria, mold, yeast, and particles as small as 0.3 microns. In contrast, traditional commercial vacuums return 40% of the dirt back into the air.

### ❖ **Restrooms that look, smell, and actually ARE clean**

Coverall Franchised Business Owners and their employees use only hospital-grade, virucide/germicide disinfectant cleaning products, which are recommended by the Centers for Disease Control and Prevention (CDC) and many medical studies to limit the spread of germs, especially in bathrooms.

### ❖ **Consistent cleaning and good communication**

Coverall Franchised Business Owners and their employees were trained to use the Coverall® Program so you have consistent, high-quality results. They will use a log book to communicate notes or questions to you, and you will have direct access to the Franchisee. You will also have access to customer support, 24 hours a day, every day.

### ❖ **A healthier workplace without cross-contamination**

Coverall Franchised Business Owners and their employees use Color-Coding for Health® microfiber cleaning towels and no-dip mop pads to help reduce cross-contamination. In contrast, traditional cleaners use dirty rags and smelly string mops that transfer dirt and bacteria from one area to the next.

Services are delivered by trained and Core 4® certified Coverall Franchisees and their employees who get to know you, your cleaning needs and your facility.

**For more information or a price quote contact us today.**





## Start the Day Knowing Your Office is Ready for Business

Your office environment is home to unseen germs and bacteria that can be harmful to your staff. Cleaning for appearance isn't enough anymore. Consider the five germiest places in your workplace:

- ❖ Telephones. 25,000 germs per square inch.
- ❖ Elevators. The first floor button harbors the most bacteria and germs.
- ❖ Water fountains. 2.7 million bacteria per square inch on the spigot.
- ❖ Keyboards. More than 200 times as many bacteria as a toilet seat.  
(Desks have 400x more than a toilet seat.)
- ❖ Restrooms. One of the germiest places with fecal toxins on nearly every surface.

Office environments require careful dusting and wiping, floor care, thorough restroom cleaning and trash removal. One-size-fits-all cleaning does not work. Some offices have lobbies and conference rooms that are frequently used by customers and visitors; areas that are rarely used, such as unoccupied office space; call centers with hundreds of cubicles and phones; glass that needs to be cleaned monthly; or special equipment that needs care.

On behalf of its Franchised Businesses, Coverall will customize a cleaning schedule based on your workspace, current business needs and budget.

### The Coverall Core 4® Process:

- ❖ Uses the most efficient tools and techniques available
- ❖ Prevents the spread of bacteria from one area to another
- ❖ Captures up to 99.97% of airborne particles as small as .3 microns
- ❖ Is environmentally responsible
- ❖ Is delivered consistently and is priced competitively

Services are delivered by trained and Core 4® certified Coverall Franchisees and their employees who get to know you, your cleaning needs and your facility.

# The Coverall Core 4<sup>®</sup>

## Is Your Office CORE 4<sup>®</sup> Clean?

The technology behind cleaning has changed dramatically over the last decade. It's not enough for your janitor to just make things look nice. The Coverall<sup>®</sup> Program goes much deeper to create a healthy work environment that helps reduce the risk of infection and illness.

# 1

### Hospital-grade Disinfectants

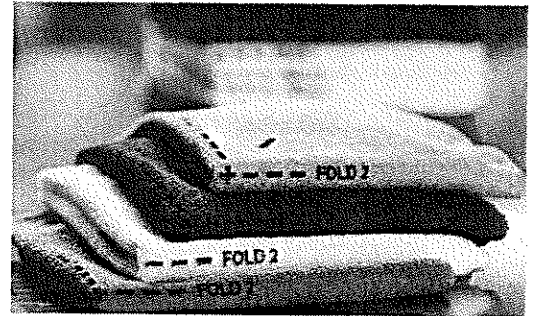
- ✓ Proven to kill germs
- ✓ OSHA packaging and labels
- ✓ EPA-registered chemicals



# 2

### Color-coded Microfiber

- ✓ Helps prevent cross-contamination
- ✓ Picks up 99% of dirt and germs
- ✓ Environmentally friendly



# 3

### No-Dip Microfiber Flat Mopping System

- ✓ 80% better cleaning than a string mop
- ✓ Reduces cross-contamination
- ✓ Never uses dirty water



# 4

### HEPA Backpack Vacuum

- ✓ Captures up to 99.97% of airborne particles down to .3 microns
- ✓ Helps improve indoor air quality
- ✓ Quieter than most vacuums (62db)



To learn more call 800.537.3371 or visit [www.coverall.com](http://www.coverall.com)





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
05/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Willis Insurance Services of Georgia, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> <b>PHONE (A/C NO. EXT):</b> 877-945-7378 <b>FAX (A/C NO.):</b> 888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Twin City Fire Insurance Company INSURER B: Continental Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b>  Coverall North America, Inc. 350 SW 12th Avenue Deerfield Beach, FL 33442	<b>NAIC#</b> 29459-001 35289-002	

**COVERAGES**

CERTIFICATE NUMBER: 25496263

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			20 ECS OF6677	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OF AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			602 435 3659	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 8,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 8,000,000				
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Evidence only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# COMMERCIAL CLEANING



A commercial cleaning proposal for:



September 1, 2017

Jan-Pro Cleaning Systems of Ontario

Rick Werner  
Account Executive

Cell Ph: (909) 632-5197  
Office Ph: (909) 466-5858  
Fax: (909) 466-5108  
Email: [rick.werner@jan-prousa.com](mailto:rick.werner@jan-prousa.com)



Jan-Pro Cleaning Systems of Ontario

Local Agency Formation Commission



JAN-PRO Cleaning Systems of Ontario  
3200 E. Inland Empire Blvd. Ste. 250  
Ontario, CA 91764  
Ph. 909.466.5858 ~ Fax 909.466.5108

September 1, 2017

Mr. Samuel Martinez  
Assistant Executive Officer

Local Agency Formation Commission  
1170 W. Third Street, Unit 150  
San Bernardino, CA 92415

Dear Sam,

It was a sincere pleasure meeting with you to discuss the cleaning service requirements for your facility. Thank you!

There are a multitude of janitorial companies in our market, yet JAN-PRO consistently leads the industry in customer retention. Just one reason for that loyalty is our unique JAN-PRO Guarantee™. In this proposal, we will detail just what that guarantee means for you and explain how our quality assurance and cleaning processes make that guarantee possible. In our initial meeting, we identified the following areas of concern regarding your current cleaning program. JAN-PRO will take special precautions to ensure these areas receive the highest priority:

- **Attention to detail in all areas including, detailed vacuuming of all carpeted areas and thorough cleaning and disinfecting of all hard surface floors.**
- **Complete and thorough cleaning and disinfecting of the restroom.**
- **Thoroughly perform a monthly inspection in order to ensure continuous customer satisfaction.**

Backed by 24 years of industry experience, we have been serving San Bernardino County for 14 years and have nearly 400 customers within the county, we are confident that you will encounter a mutually rewarding association when choosing JAN-PRO as your partner. JAN-PRO is looking forward to a successful business relationship with you for many years to come. Thank you for the opportunity to discuss your cleaning needs and to provide this proposal for Local Agency Formation Commission. If you have any further questions regarding this proposal, please contact me at your earliest convenience.

Sincerely,

Rick Werner  
Account Executive

## COMMERCIAL CLEANING

### The JAN-PRO Way



JAN-PRO has developed an expertise in cleaning systems for commercial properties based on an understanding of their unique business needs.

- We understand that a healthy facility environment is critical to reducing the spread of bacteria and viruses.
- We understand that in business, keeping your property well-maintained and exceptionally clean is extremely important to your image.
- JAN-PRO uses the very latest cleaning technologies to provide an unsurpassed level of clean—so every square foot of your business conveys quality and value.
- We combine this advanced technology with a rigorous cleaning schedule customized for your specific property needs. The result is a cleaning system designed to meet the highest expectations.
- JAN-PRO uses a neutral-ph quat cleaner-disinfectant on all hard environmental surfaces. This hospital-grade cleaner fights antibiotic-resistant organisms including MRSA and NRE.
- We use and frequently change color-coded micro fiber cloths and flat mops to stop the spread of germs and eliminate cross-contamination.
- Our four-filter Back Pac vacuums remove dirt to .3 microns (HEPA quality) and keep it out of the air quietly and more efficiently.
- JAN-PRO's professional cleaning teams are lead by highly-trained business owners with a vested interest in delivering impeccable service. It's one of the things that sets JAN-PRO apart, and it's one of the things that allows us to offer a guarantee like no one else in the industry.

# THE JAN-PRO GUARANTEE™

## Nothing Like It in the Business

Every day nearly 10,000 JAN-PRO owner-operators across the country bring their clients the kind of quality service we not only promise, we guarantee. The JAN-PRO Guarantee™ is a reflection of the commitment that comes from the best training, equipment and measurable processes available.

**JAN-PRO guarantees to complete all of its regularly scheduled cleaning commitments on time. JAN-PRO also guarantees to respond to, and promptly resolve, any specific issues within one business day. Should JAN-PRO fail to meet either of these obligations, a complimentary cleaning call will be scheduled.**



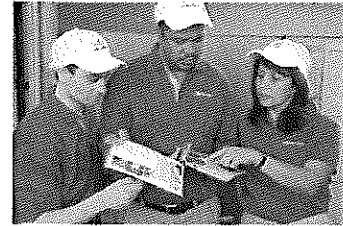
In addition to our foolproof guarantee JAN-PRO incorporates a Comprehensive Customer Care Commitment and Process that includes:

- Career cleaning professionals who have invested to become part-owners in the JAN-PRO enterprise
- Advanced Training; State-of-the-Art Cleaning Products and Equipment
- Detailed Cleaning Schedules: Daily, Weekly and Monthly
- Regular Physical Inspections and Quality Control
- Operations Managers available by cell phone after hours and for emergencies.
- Log-book for daily communications between you and your cleaning team
- Regular evaluations of our performance by Local Agency Formation Commission.

## Measurable Cleaning. Guaranteed Results™

## **JAN-PRO SIGNATURE CLEAN™**

### **Training Makes the Difference**



Exemplary training is the key to JAN-PRO's success and to the satisfaction of our customers. Our training program is a highly specific, regimented five-week program called JAN-PRO Signature Clean™. The goal of the program is to create career cleaning professionals who are:

- Owners of their own JAN-PRO enterprise
- Financially vested in the satisfaction of each and every customer
- Attuned to the importance of the smallest detail
- Well versed in the latest and most effective cleaning technologies

## **Your Cleaning Team**

As a result of our Signature Clean™ program you can expect the same reliable service time and time again from a professional cleaning team that you will get to know by name. Each cleaning team member will:

- Have a photo ID badge
- Wear a professional JAN-PRO uniform
- Have completed the Signature Clean™ certification program
- Be insured with \$2 Million liability coverage and a \$50,000 janitorial bond
- Understand and comply with OSHA standards
- Know the importance of dwell time when disinfecting
- Know how to maintain bacteria-free high touch surfaces
- Know how to thoroughly dust offices without disrupting desktops
- Know thorough carpet cleaning techniques
- Know which treatments to use on hard floor surfaces
- Know how to work safely in public areas
- Know how to work cleaner....and greener
- Know how to look for ways to add value for their clients





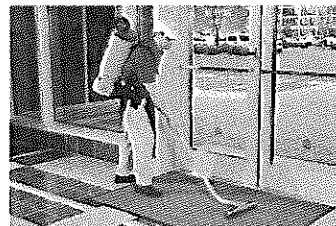
Jan-Pro will have a service manager assigned to your property who will conduct regular physical inspections. Because your service manager earns monthly bonuses based on how satisfied you are with JAN-PRO services, he is fundamentally motivated to find and correct any missed cleaning service opportunities, guaranteed! We keep tabs on how well we are meeting your needs through monthly customer service calls and "Report Card" evaluations. The JAN-PRO Tracker™ program highlights include the following to ensure 100 percent customer satisfaction and consistent cleaning performance:

- Regimented and predetermined physical inspections using the JAN-PRO Tracker™ fifty-point comprehensive checklist.
- Regular customer service calls to ensure you are completely satisfied with the quality of service you receive from JAN-PRO.
- Your monthly rating from our Communications Log Book, on a scale of 1-10.

<div style="display: flex; justify-content: space-between;"> <span>Jul-06</span> <span><b>JP TRACKER CLEANING SYSTEMS INSPECTION REPORT</b></span> </div>														
Customer: _____				Account Name: _____										
Franchisee: _____				Inspector Name: _____		Title: _____								
Date of inspection _____				Date Last Inspection: _____		Days Cleaned: _____								
<b>Scoring</b> <b>1=Unsatisfactory</b> <b>2=Needs Improvement</b> <b>3=Satisfactory</b>														
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%; vertical-align: top;"> <b><u>Restrooms</u></b>            Dusting 1 2 3            Trash 1 2 3            Flooring 1 2 3            Glass/Mirrors 1 2 3            Dispensars 1 2 3            Sinks/Counter Tops 1 2 3            Toilet/Urinals 1 2 3            Walls/Partitions 1 2 3            Floor Drain 1 2 3            Staircases Steel 1 2 3         </td> <td style="width: 25%; vertical-align: top;"> <b><u>Offices</u></b>            Dusting 1 2 3            Trash 1 2 3            Carpet 1 2 3            Hard Surface Floors 1 2 3            Glass/Mirrors 1 2 3            Furniture 1 2 3            Walls/Doors 1 2 3         </td> <td style="width: 25%; vertical-align: top;"> <b><u>Breakroom/Kitchen</u></b>            Dusting 1 2 3            Trash 1 2 3            Flooring 1 2 3            Glass/Mirrors 1 2 3            Furniture 1 2 3            Appliances 1 2 3            Sinks/Counter Tops 1 2 3            Cabinets 1 2 3         </td> <td style="width: 25%; vertical-align: top;"> <b><u>Conference Room</u></b>            Dusting 1 2 3            Trash 1 2 3            Carpet 1 2 3            Hard Surface Floors 1 2 3            Glass/Mirrors 1 2 3            Furniture 1 2 3            Walls/Doors 1 2 3         </td> </tr> </table>										<b><u>Restrooms</u></b> Dusting 1 2 3 Trash 1 2 3 Flooring 1 2 3 Glass/Mirrors 1 2 3 Dispensars 1 2 3 Sinks/Counter Tops 1 2 3 Toilet/Urinals 1 2 3 Walls/Partitions 1 2 3 Floor Drain 1 2 3 Staircases Steel 1 2 3	<b><u>Offices</u></b> Dusting 1 2 3 Trash 1 2 3 Carpet 1 2 3 Hard Surface Floors 1 2 3 Glass/Mirrors 1 2 3 Furniture 1 2 3 Walls/Doors 1 2 3	<b><u>Breakroom/Kitchen</u></b> Dusting 1 2 3 Trash 1 2 3 Flooring 1 2 3 Glass/Mirrors 1 2 3 Furniture 1 2 3 Appliances 1 2 3 Sinks/Counter Tops 1 2 3 Cabinets 1 2 3	<b><u>Conference Room</u></b> Dusting 1 2 3 Trash 1 2 3 Carpet 1 2 3 Hard Surface Floors 1 2 3 Glass/Mirrors 1 2 3 Furniture 1 2 3 Walls/Doors 1 2 3	
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Scoring Comments: (Details of Unsatisfactory and Needs Improvement) _____ _____ _____ _____ _____														
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%; vertical-align: top;"> <b><u>Common Areas</u></b>            Dusting 1 2 3            Trash 1 2 3            Carpet 1 2 3            Hard Surface Floors 1 2 3            Glass/Mirrors 1 2 3            Furniture 1 2 3            Appliances 1 2 3            Walls/Doors 1 2 3            Sinks/Counter Tops 1 2 3            Staircases Steel 1 2 3         </td> <td style="width: 25%; vertical-align: top;"> <b><u>Exam Room:</u></b>            Dusting 1 2 3            Trash 1 2 3            Carpet 1 2 3            Hard Surface Floor 1 2 3            Glass/Mirrors 1 2 3            Dispensars 1 2 3            Sinks/Counter Tops 1 2 3            Exam Tables 1 2 3         </td> <td style="width: 50%; vertical-align: top;"> <b>Additional Feedback:</b>            _____            _____            _____            _____            _____  <b>Customer Comments/Instructions:</b>            _____            _____            _____            _____            _____         </td> </tr> </table>										<b><u>Common Areas</u></b> Dusting 1 2 3 Trash 1 2 3 Carpet 1 2 3 Hard Surface Floors 1 2 3 Glass/Mirrors 1 2 3 Furniture 1 2 3 Appliances 1 2 3 Walls/Doors 1 2 3 Sinks/Counter Tops 1 2 3 Staircases Steel 1 2 3	<b><u>Exam Room:</u></b> Dusting 1 2 3 Trash 1 2 3 Carpet 1 2 3 Hard Surface Floor 1 2 3 Glass/Mirrors 1 2 3 Dispensars 1 2 3 Sinks/Counter Tops 1 2 3 Exam Tables 1 2 3	<b>Additional Feedback:</b> _____ _____ _____ _____ _____ <b>Customer Comments/Instructions:</b> _____ _____ _____ _____ _____		
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<b>Customer Rating:</b> _____ <b>Customer Signature:</b> _____  <b>Comments:</b> _____ <b>Corrective Actions:</b> _____ _____ _____														

# JAN-PRO TECHNICS™

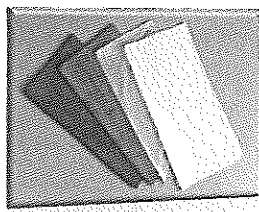
## The Science of Clean



JAN-PRO is the industry leader in fusing technology into our cleaning processes. Research and development are ongoing to ensure our cleaning teams are incorporating the latest industry advancements to achieve the cleanest, healthiest environment. In addition, incorporating these technologies & processes can play an important role in helping your facility achieve LEED compliance.

## Micro-fiber Technology

JAN-PRO has replaced conventional cleaning cloths with a micro-fiber system, which cleans greener and dryer while removing more dust contaminants. JAN-PRO uses a four-color coded Micro-fiber system, which virtually eliminates cross-contamination.



- Micro-fiber is 1/16 the size of a human hair and holds eight times its weight in water.
- The tiny fibers penetrate the microscopic pores of surfaces increasing cleaning quality and saving time in the process.
- Micro-fiber is positively charged and literally removes 100% of all dust particles.

## Back Pack Vacuum Technology

- JAN-PRO operators are trained to exclusively use our approved backpack vacuums,
- which use a four-part HEPA filter system. This removes up to 99.9% of particles up to the size of 0.3 microns from the inside air. Unlike beater bar vacuums that spread dust and dirt into the air, the JAN-PRO system *removes* it. These powerful vacuums:
- Capture up to 99% of dust mites, pollen, viruses, bacteria, and chemical residue
- Leave less dust in your environment so there is less dust to collect on equipment and furniture
- Help reduce the risk of respiratory infection
- Create a healthier environment for your facility



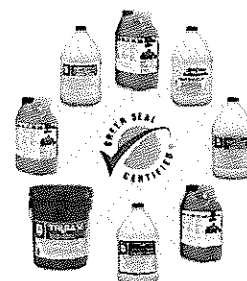
## Environmentally Safe Chemicals

Jan-Pro offers Green Select products, a colorless, odorless, and environmentally conscious line of cleaning chemicals. We work with Spartan Chemical company to provide Green Seal® certified products and disinfectants that are effective against methicillin resistant *Staphylococcus aureus* (MRSA), vancomycin resistant *Enterococcus faecalis* (VRE) and Influenza A (H1N1). They are:

- Highly effective cleaning solutions
- Designed to meet environmental standards
- Comply with all OSHA standards and regulations

## Hospital Grade Disinfectants

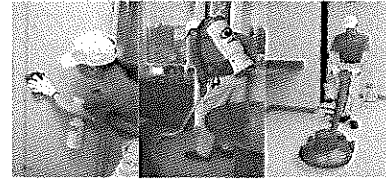
The objective of our cleaning process is not only to clean well, but also to clean for improved health. All JAN-PRO cleaning teams use hospital grade disinfectants.



## YOUR CLEANING SCHEDULE

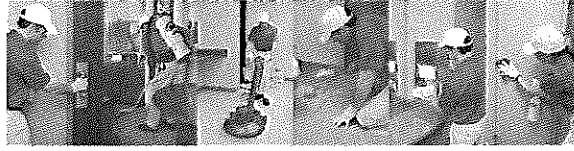
### Working for You

JAN-PRO combines our vigorous cleaning and tracking procedures with a cleaning schedule customized for your specific needs. The following schedule has been specifically designed for Local Agency Formation Commission.



### **NIGHTLY CLEANING SCHEDULE** **ENTRANCES – LOBBY – RECEPTION AREA** **CONFERENCE ROOM – OFFICES – OPEN OFFICE AREA/CUBICLE AREAS** **KITCHEN**

- Clean fingerprints and smudges from all entrance glass and entry doors.
- Sanitize the Reception Counter.
- Dust all horizontal surfaces of office furniture, including, counters, desks, computer monitors, tables, file cabinets, copy and fax machines, etc.
- Clean horizontal surfaces for removal of spillage, marks, and moisture rings.
- Clean and sanitize the Conference Room table.
- Neatly arrange all furniture in the Conference Room after each service.
- Empty all trash receptacles and remove to a collection point.
- Spot clean fingerprints and smudges from partition glass.
- Spot carpets for minor spills and stains.
- Vacuum all carpeted walkways.
- Sweep all hard surface floors with chemically treated mop head.
- Mop hard surface floors to remove stains or spillage marks, utilizing neutral disinfectant.
- Clean and disinfect the sink and counter in the Kitchen.
- Clean the exterior of all appliances in the Kitchen.
- Clean the interior and exterior of the microwave.
- In the Kitchen, wipe clean and sanitize the cupboard doors and drawer fronts.
- Disinfect all light switches and door handles.
- Spot clean fingerprints and smudges from both sides of all doors and walls.



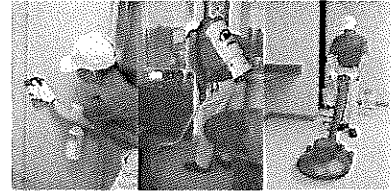
### **Nightly Cleaning Schedule Continued:**

#### **RESTROOM**

- Empty trash receptacles and wash, if necessary.
- Restock all paper products and hand soap.
- Disinfect door handles and the light switch.
- Clean all dispensers, mirror, and fixtures.
- Clean and disinfect the sink, urinal, toilet and toilet seat.
- Spot clean walls and partition to remove smudges.
- Sweep and mop floor with disinfectant.

## **YOUR CLEANING SCHEDULE**

**Working for You**



### **WEEKLY CLEANING SCHEDULE**

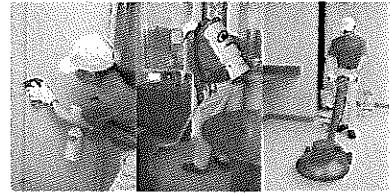
- Thoroughly dust all horizontal surfaces of office furniture, including counters, desks, computer monitors, tables, file cabinets, windowsills, partition tops and wall hangings.
- Clean and sanitize all telephone receivers and dust the bases.
- Vacuum all carpeted areas wall to wall.
- Thoroughly mop all hard surface floors utilizing neutral disinfectant.

#### **RESTROOM**

- Clean and sanitize the outside of trash receptacle and dispensers.
- Polish all dispensers, mirror, and the bright work.
- High dust tops of the door, partition, mirror and air vent.
- Clean and sanitize the restroom partition and the walls around the toilet and urinal.
- Pour water down the floor drains to prevent the traps from drying out.

## YOUR CLEANING SCHEDULE

**Working for You**



### MONTHLY CLEANING SCHEDULE

- Thoroughly dust all vertical surfaces of furniture, including desks, tables, chairs, file cabinets, etc.
- High dusting of air vents, tops of doors, door frames, ceiling corners and edges etc.
- Dust all baseboards.
- Vacuum upholstered furniture to remove dust and lint.
- Vacuum carpet edges and corners along the walls.
- Thoroughly dust all window blinds.

## **ADDITIONAL SERVICES QUOTED UPON REQUEST**

### **CARPET**

- Spot removal.
- Bonnet cleaning.
- Hot water extraction.
- Mat replacement.

### **HARD SURFACE FLOORS**

- Burnishing.
- Top scrub and refinish (wax).
- Strip and refinish.

### **UPHOLSTERY AND WORKSTATIONS**

- Vacuum partitions.
- Spot removal.
- Extraction cleaning.

### **WINDOWS**

- Inside and/or outside of exterior windows.
- Window coverings.
- Awnings and canopies.

### **LIGHTING**

- Cleaning lights and light fixtures.
- Replacing bulbs.

### **PROCUREMENT OF SUPPLIES**

- Paper products
- Hand soap
- Trash can liners
- Dispensers and containers
- Other consumable supplies

Upon request, and for an additional charge, Jan-Pro will procure such supplies on Client's behalf. Once delivered, Client assumes responsibility for inventories of such supplies stored at the Client's location.



## CLEANING AGREEMENT

This Agreement, dated \_\_\_\_\_, 2017, is made between **NewVenture of San Bernardino LLC d/b/a JAN-PRO CLEANING SYSTEMS of Ontario**, ("JAN-PRO") and **Local Agency Formation Commission**, ("CLIENT"). Both JAN-PRO and CLIENT agree that JAN-PRO will begin service on \_\_\_\_\_, 2017, with the following terms and conditions.

1. **CLIENT** agrees to contract **JAN-PRO** to perform cleaning services according to the outlined cleaning schedule enclosed.
2. This business contract agreement is obtained by **JAN-PRO** for the business benefit of a **JAN-PRO** Franchisee who hereby agrees to comply to the terms and conditions of this agreement. The Franchisee selected to service this **CLIENT** will be announced prior to the start date of service.
3. **JAN-PRO** Franchisee has successfully completed the **JAN-PRO** training program.
4. **CLIENT** agrees to verbally notify **JAN-PRO** of any non-performance prior to written notification.
5. All six of the nationally recognized holidays have been taken into consideration during the calculation of this proposal.
6. **CLIENT** agrees that during the term of this agreement and within ninety (90) days after termination of this agreement, will not employ directly or indirectly any employees, agent representatives or Franchisees of **JAN-PRO**.
7. This agreement is for a term of one (1) year, and shall be automatically renewable on the anniversary date, with the same terms and conditions, unless either party shall give written notice of termination, at least thirty (30) days prior to said anniversary date. Otherwise, this agreement may be terminated for non- performance only and the terminating party must give the other party written notice specifying in detail the nature of any defect in performance. The non-terminating party shall have fifteen (15) days to cure, to the reasonable satisfaction of the terminating party. If satisfaction is not achieved at the end of the fifteenth (15th) day, the terminating party shall notify the non-terminating party in writing of failure to cure, and the agreement shall terminate thirty (30) days from date of said notice. All written notices must be timely and via certified mail. The Cure Period shall not apply in the event of failure by **CLIENT** to make payment for services in accordance with the Payment Terms in the Cleaning Agreement. In such event, **JAN-PRO** will provide written notice of delinquency to **CLIENT**, and **CLIENT** shall have 10 days to remit all balances then outstanding, after which time **JAN-PRO** may, at its sole discretion, discontinue services without further notice. Termination shall not relieve **CLIENT** of its obligation to pay for services rendered up to and including the date of termination. In the event of termination for reason of non-payment, **CLIENT** shall also be responsible for all costs, legal and otherwise, incurred by **JAN-PRO** in the course of seeking collection, as well as a termination penalty of 25% of the revenue that have been generated from services performed from the date of termination through the anniversary date.
8. Invoices are sent out on the 1<sup>st</sup> of each month, with current payment due by the 10<sup>th</sup> of that month, delinquent by the 10<sup>th</sup> of the following month. A finance charge of 1.5% per month (min. \$15.00) will be assessed on all delinquent accounts.

**CLIENT**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**JAN-PRO**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_





## PRICING AGREEMENT

**CLIENT:** Local Agency Formation Commission

**CLEANING LOCATION:** 1170 W. Third Street, Unit 150  
San Bernardino, CA 92415

**FREQUENCY:** 4 days per week or 5 days per week  
in accordance with  
Cleaning Schedule specifications

**START DATE:** \_\_\_\_\_

**PRICE – Regular Service:**

**Circle Desired Service Option:**

\$475.00 per month for 4 and 5 days per week (Full service 2 days per week + Trash pickup 2 days per week and 3 days per week every other week)

\$515.00 per week for 5 days per week (Full service 2 days per week + Trash pickup 3 days per week)

NOTE: Pricing is valid for 30 days from the proposal date (September 1, 2017) unless specifically extended by Jan-Pro Cleaning Systems of Ontario at its sole discretion.

**PAYMENT TERMS:** NET TEN DAYS. Billing occurs at the beginning of every month.

**HOLIDAYS (days not serviced):**

New Year's	Labor Day
Memorial Day	Thanksgiving
Independence Day	Christmas Day

**OTHER CONDITIONS:**

By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Cleaning Agreement.

**Local Agency Formation Commission**

**JAN-PRO Cleaning Systems of Ontario**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Jan-Pro Cleaning Systems of Ontario

Local Agency Formation Commission



## PRICING AGREEMENT

**CLIENT:** Local Agency Formation Commission

**CLEANING LOCATION:** 1170 W. Third Street, Unit 150  
San Bernardino, CA 92415

**FREQUENCY:** 4 days per week or 5 days per week  
in accordance with  
Cleaning Schedule specifications

**START DATE:** \_\_\_\_\_

**PRICE – Regular Service:**

**Circle Desired Service Option:**

\$715.00 per month for 4 days per week  
(Full service 4 days per week)

\$415.00 per month for 4 days per week  
(Full service 2 days per week + Trash pickup 2  
days per week)

\$515.00 per week for 5 days per week  
(Full service 2 days per week + Trash pickup 3  
days per week)

NOTE: Pricing is valid for 30 days from the proposal date (August 8, 2017) unless specifically extended by Jan-Pro Cleaning Systems of Ontario at its sole discretion.

**PAYMENT TERMS:** NET TEN DAYS. Billing occurs at the beginning  
of every month.

**HOLIDAYS (days not serviced):** New Year's Labor Day  
Memorial Day Thanksgiving  
Independence Day Christmas Day

**OTHER CONDITIONS:**

By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Cleaning Agreement.

**Local Agency Formation Commission**

**JAN-PRO Cleaning Systems of Ontario**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Jan-Pro Cleaning Systems of Ontario

Local Agency Formation Commission



# CERTIFICATE OF LIABILITY INSURANCE

JANP-11

OP ID: SK

DATE (MM/DD/YYYY)

01/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Exchange Underwriters, Inc.  
121 West Pike Street  
Canonsburg, PA 15317  
Exchange Underwriters Inc.

**CONTACT NAME:** Exchange Underwriters Inc.

**PHONE (A/C, No, Ext):** 724-745-1600

**FAX (A/C, No):** 724-745-0224

**E-MAIL ADDRESS:**

**INSURER(S) AFFORDING COVERAGE**

**NAIC #**

**INSURER A:** Western Surety Company/

13188

**INSURER B:** Peerless Insurance Co.

24198

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**INSURED** Jan-Pro of Ontario, New  
Venture of San Bernardino LLC  
Suite 250  
3200 E Inland Empire Blvd  
Ontario, CA 91764

## COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<b>GENERAL LIABILITY</b>							
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	CBP9811330	01/20/2017	01/20/2018	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
B	<b>AUTOMOBILE LIABILITY</b>							
	<input type="checkbox"/> ANY AUTO			CBP9811330	01/20/2017	01/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (PER ACCIDENT) \$	
								\$
	<b>UMBRELLA LIAB</b>							EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>							AGGREGATE \$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N						WC STATU-TORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					OTH-ER
								E.L. EACH ACCIDENT \$
								E.L. DISEASE - EA EMPLOYEE \$
								E.L. DISEASE - POLICY LIMIT \$
A	<b>Third Party Bond</b>			69650126	01/21/2017	01/21/2018	Limit	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See Attached

## CERTIFICATE HOLDER

## CANCELLATION

**EVIDENC**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

*Suzanne L. Herman*

**NOTEPAD:**

HOLDER CODE EVIDENC  
INSURED'S NAME Jan-Pro of Ontario, New

JANP-11  
OP ID: SK

PAGE 2  
Date 01/16/2017

Certificate holder is named as additional insured as respects to General Liability re: Jan-Pro billed contracts only. Participating franchisees are covered for General Liability and Bond. Insured's General Liability insurance is primary and non-contributory to additional insured's insurance. Waiver of subrogation re: General liability where required by written contract.



Measurable Cleaning. Guaranteed Results.™

**Dear Potential Customer,**

Below you will find a reference list of a few of our nearly 400 customers county wide. Please feel free to contact them with assisting your decision to choose Jan-Pro as your service provider.

**Ontario Executive Center**

Stacey Averkieff  
Ontario, CA  
(909) 941-2500

**Carlisle Transportation**

Dan Armas  
Ontario, CA  
(909) 390-1035

**Waste Management**

Karen Henry  
Chino, CA  
(909) 590-1793

**Exel Distribution Center (Johnson & Johnson)**

Arvetta Velasco  
Fontana Ca  
(909) 350-6981

**Closet Maid**

Lenny Damico  
Chino, CA  
(909) 590-4444

**The Honest Company**

Monique Romo  
Ontario, CA  
(888) 862-8818

**Redlands Community Hospital**

Deanna Stover  
Redlands, CA  
(909) 335-8323

Please call if you have any questions or if I could be of any assistance.  
Rick Werner 909-632-5197 [rick.werner@jan-prousa.com](mailto:rick.werner@jan-prousa.com)



Number: 1585  
Account Executive: Nick Psomas  
Valid until: 01/20/2018

08/30/2017 03:51pm

Dear Mr. Samuel Martinez,

I am pleased to present the enclosed Service Proposal for your review. This proposal represents my understanding of the services that you require to maintain your facility. That being said, this proposal is a first step as we work to create a final set of services that meet your budget and requirements.

The proposal includes our standard service schedule for offices. As we work through the schedule, we will customize it by removing line items that are either not required by you or are not present in your facility. We will do this by specifically citing those removed services on the quote at the end of this proposal. We will also list any additional services you would like to include in your contracted services. I have already completed a preliminary review of the schedule based on our initial conversations.

Once we have concluded the review of the proposal and reach agreement on services and price I will prepare a service contract for your signature.

Thank you for considering doing business with OctoClean.

Sincerely,

Nick Psomas



## **General office cleaning service schedule**

### **Daily services**

#### **1. All areas**

- 1.1 Wipe clean fire extinguisher cabinets and glass. Report any missing extinguishers and/or broken cabinets to OctoClean customer service.
- 1.2 Secure all doors and turn off lights per customer's specification.
- 1.3 Report any maintenance concerns to OctoClean customer service.
- 1.4 Remove all trash to disposal area.

#### **2. Lobby & Entry**

- 2.1 Sweep and clean building entrances.
- 2.2 Screen ash urns and replace sand as needed (customer provides sand).
- 2.3 Clean directory boards/cabinets.
- 2.4 Empty all waste receptacles. Replace liners as needed.
- 2.5 Straighten magazines and periodicals on reception tables.
- 2.6 Vacuum carpeted areas.
- 2.7 Clean and disinfect drinking fountains.
- 2.8 Clean both sides of entrance doors and sidelights.
- 2.9 Sweep and damp mop hard surface floors.
- 2.10 Clean all directory glass.
- 2.11 Dust low to medium-height ledges.
- 2.12 Spot clean walls.

#### **3. Office areas**

- 3.1 Empty all waste receptacles. Replace all liners as needed.
- 3.2 Dust all tops of furniture, window sills, ledges, telephones, partitions, file cabinets and horizontal surfaces.
- 3.3 Spot clean all interior partition glass, entry doors, and mirrors.
- 3.4 Wash both sides of glass doors.
- 3.5 Remove fingerprints from doors, light switches and walls.
- 3.6 Vacuum all carpeted areas.
- 3.7 Dust mop all floors. Damp mop to remove spills.
- 3.8 Clean and disinfect all drinking fountains.
- 3.9 Damp wipe all coffee area sinks, counters and tables.

#### **4. Lavatories**

- 4.1 Empty, clean and disinfect outside of waste receptacles.
- 4.2 Replace liners.
- 4.3 Replenish all paper towel, tissue and hand-soap dispensers.
- 4.4 Clean all toilets, urinals, sinks, dispensers and counters using disinfectant cleaner.
- 4.5 Clean and polish all chrome fittings, metal fixtures, kick plates, utility covers, plumbing, clean out covers, and door knobs.
- 4.6 Spot clean partitions and walls.
- 4.7 Clean mirrors.
- 4.8 Sweep and dry mop floors.
- 4.9 Mop floors with disinfectant cleaner.
- 4.10 Clean both sides of restroom doors.
- 4.11 Report any malfunctioning equipment to OctoClean customer service.

#### **5. Lunchrooms & kitchens**

- 5.1 Empty all waste receptacles. Disinfect and replace liners as needed.
- 5.2 Remove all trash to disposal area.
- 5.3 Clean and disinfect sinks, table tops, chairs, counters and cabinet fronts.
- 5.4 Wipe exterior of vending machine(s), microwave(s) and refrigerator(s).
- 5.5 Dust mop all floors.
- 5.6 Damp mop to remove spills.
- 5.7 Refill dispensers.

#### **6. Corridors**

- 6.1 Empty all waste receptacles. Replace liners as needed.
- 6.2 Vacuum carpeted areas.
- 6.3 Clean and disinfect drinking fountains.
- 6.4 Clean both sides of entrance doors and glass.
- 6.5 Sweep hard surface floors.
- 6.6 Damp mop to remove spills.
- 6.7 Spot clean doors and door frames.

#### **7. Elevators**

- 7.1 Sweep elevator floors or vacuum carpets. Damp mop as needed.
- 7.2 Dust baseboards, walls and ledges.
- 7.3 Damp wipe fingerprints and smudges from all surfaces.

#### **8. Stairwells**

- 8.1 Police stairwells and landings to remove obvious debris.
- 8.2 Spot mop to remove spills.
- 8.3 Spot clean doors.

## **Weekly services**

### **9. All areas**

- 9.1 Spot clean carpet for stains under 3 inches in diameter.

### **10. Lobby & Entry**

- 10.1 Dust all high ledges and walls.
- 10.2 Clean and shine thresholds.

### **11. Office areas**

- 11.1 Dust all lower parts of chairs, file cabinets, and desks.
- 11.2 Polish desks that are free of clutter.
- 11.3 Dust tops of picture frames and high ledges.
- 11.4 High dust partitions and other vertical surfaces.
- 11.5 Damp wipe interior doors.
- 11.6 Clean and disinfect telephones.
- 11.7 Vacuum upholstered furniture.

### **12. Lavatories**

- 12.1 Wipe down all partitions, doors and walls using disinfectant cleaner.
- 12.2 Clean toilets and urinals with bowl cleaner as needed.
- 12.3 Dust light fixtures.
- 12.4 Pour water into floor drains.

### **13. Lunchrooms & kitchens**

- 13.1 Thoroughly mop hard floors.
- 13.2 Deep clean sinks.
- 13.3 Vacuum upholstered furniture.

### **14. Corridors**

- 14.1 Dust ledges.
- 14.2 Spot clean walls.

### **15. Elevators**

- 15.1 Vacuum elevator door tracks and thresholds.
- 15.3 Damp wipe and clean elevator threshold plates and tracks.

### **16. Stairwells**

- 16.1 Sweep stairwells and landings.
- 16.2 Damp mop stairwells and landings.
- 16.3 Dust and damp wipe handrails, banisters, exits signage, doors, baseboards, and ledges.

## **Monthly Services**

### **17. All areas**

- 17.1 Dust vents and grills; vacuum as needed.
- 17.2 Dust blinds.

### **18. Lobby & Entry**

- 18.1 High dust walls.

### **19. Office areas**

- 19.1 Clean all baseboards and door jams.
- 19.2 Dust window blinds.

### **20. Lavatories**

- 20.1 High dust all walls and air diffusers.
- 20.2 Damp wipe and clean wall tile using disinfectant cleaner.
- 20.3 Pour enzyme neutralizer into floor drains (customer provides enzyme).

### **21. Stairwells**

- 21.1 Dust walls and remove cobwebs.
- 21.2 Dust and damp wipe emergency fire equipment and plumbing.



Proposal presented to  
Mr. Samuel Martinez  
Local Agency Formation Commission for San Bernardino County  
215 North D Street, Suite 204  
San Bernardino, CA, 92415  
USA

LAFCO - General Cleaning 3x, 5x  
Valid until: 01/20/2018

Service/Product	Price
<b>General office cleaning service (2 days/week)</b>	\$410.00
<i>Start date: September 27, 2017</i>	
<i>Service days: Monday &amp; Thursday</i>	
<i>Service time: after 7 pm</i>	
<i>Holidays: None</i>	
<b>General office cleaning service (2 days/week)</b>	\$75.00
<b>**Trash Pickup Only*</b>	
<i>Start date: September 27, 2017</i>	
<i>Service days: Tuesday &amp; Wednesday</i>	
<i>Service time: after 7:00pm</i>	
<i>Holidays: None</i>	
<b>Custom cleaning services</b>	\$38.00
<i>Service: Trash Pickup Service</i>	
<i>Start date: September 27, 2017</i>	
<i>Frequency: Bi-Weekly</i>	
<i>Service days: Fridays</i>	
<i>Service time: after 7 pm</i>	
<b>Service schedule deletions</b>	\$0.00
<i>The following service items are removed from the service schedule:</i>	
<i>Line numbers: 6, 7, 8, 14, 15, 16, &amp; 21</i>	

Quote number: 1585  
Sales Person: Nick Psomas

Subtotal:	\$523.00
Tax:	\$0.00
Total (MRC):	\$523.00



Proposal presented to  
Mr. Samuel Martinez  
Local Agency Formation Commission for San Bernardino County  
215 North D Street, Suite 204  
San Bernardino, CA, 92415  
USA

LAFCO - General Cleaning 3x, 5x  
Valid until: 01/20/2018

Service/Product	Price
<b>General office cleaning service (2 days/week)</b> <i>Start date: August 1, 2017</i> <i>Service days: Monday &amp; Thursday</i> <i>Service time: after 7 pm</i> <i>Holidays: None</i>	\$410.00
<b>General office cleaning service (2 days/week)</b> <b>**Trash Pickup Only*</b>	\$75.00
<i>Start date: August 1, 2017</i> <i>Service days: Tuesday &amp; Wednesday</i> <i>Service time: after 7:00pm</i> <i>Holidays: None</i>	
<b>Service schedule deletions</b> <i>The following service items are removed from the service schedule:</i> <i>Line numbers: 6, 7, 8, 14, 15, 16, &amp; 21</i>	\$0.00

Quote number: 1585  
Sales Person: Nick Psomas

Subtotal:	\$485.00
Tax:	\$0.00
Total (MRC):	\$485.00



Proposal presented to  
Mr. Samuel Martinez  
Local Agency Formation Commission for San Bernardino County  
215 North D Street, Suite 204  
San Bernardino, CA, 92415  
USA

LAFCO - General Cleaning 3x, 5x  
Valid until: 01/20/2018

Service/Product	Price
<b>General office cleaning service (3 days/week)</b>	<b>\$500.00</b>
Start date: August 1, 2017	
Service days: Sunday, Tuesday, and Thursday.	
Service time: after 7 pm	
Holidays: None	
Price Per Month: \$556	
<b>General office cleaning service (5 days/week)</b>	<b>\$0.00</b>
Start date: August 1, 2017	
Service days: Sunday - Thursday	
Service time: after 7 pm	
Holidays: None	
Price Per Month: \$800	


Quote number: 1579  
Sales Person: Nick Psomas

Subtotal:	\$500.00
Tax:	\$0.00
Total (MRC):	\$500.00

# LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1170 West Third Street, Unit 150, San Bernardino, CA 92415-0490  
(909) 388-0480 • Fax (909) 388-0481  
lafco@lafco.sbcounty.gov  
www.sbclafco.org

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**DATE:** SEPTEMBER 12, 2017   
**FROM:** KATHLEEN ROLLINGS-McDONALD, Executive Officer  
SAMUEL MARTINEZ, Assistant Executive Officer  
**TO:** LOCAL AGENCY FORMATION COMMISSION

---

**SUBJECT:** Agenda Item #8: LAFCO SC #419 – Request for Exemption from Provisions of Government Code Section 56133 for Ordinance for Fees for Wastewater Processing by Running Springs Water District for Effluent from County Service Area 79 and Arrowbear Park County Water District

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## **RECOMMENDATION:**

Staff recommends that the Commission:

1. Determine that Running Springs Water District's Ordinance No. 47 complies with the exemption criteria listed within Government Code Section 56133 Subsection (e) and, therefore, does not require Commission review and approval; and,
2. Determine that if a future agreement is reached between the Running Springs Water District and either County Service Area 79 or Arrowbear Park County Water District to address the transportation/treatment/disposal of wastewater that it be subjected to an administrative review process by the Executive Officer under the Commission's existing Out-of-Agency Service Contract Policies.

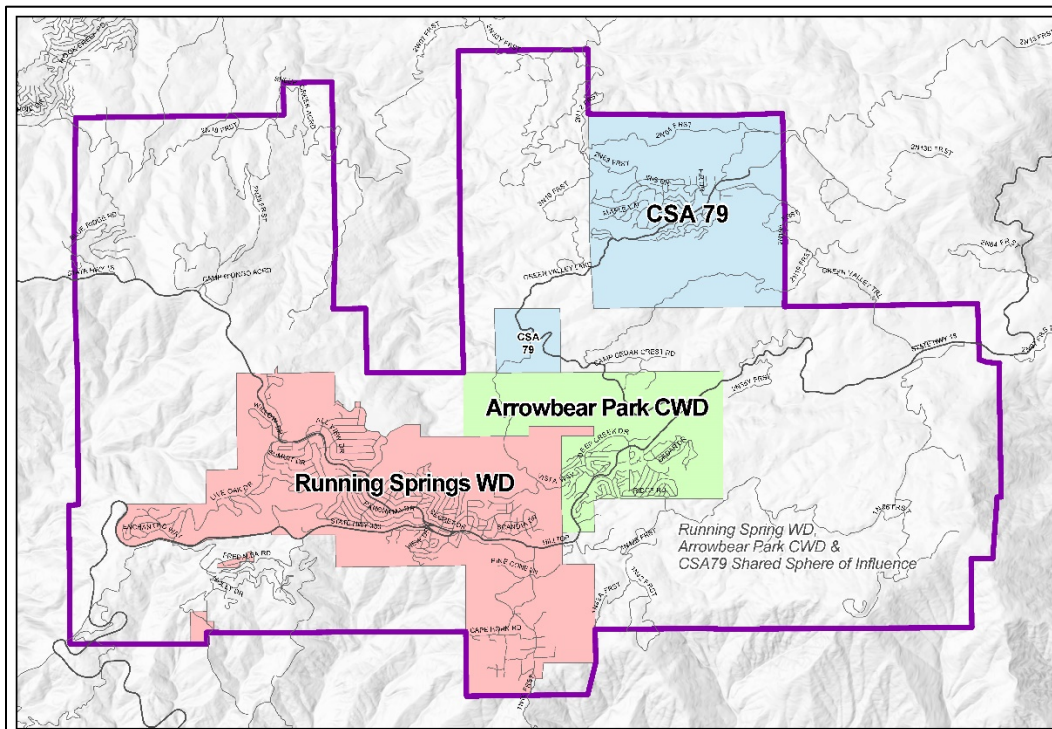
## **BACKGROUND:**

On July 27, 2017, the Running Springs Water District (hereafter the "District" or "Running Springs WD") submitted a request that the Commission determine that the ordinance its Board of Director's approved on March 29, 2017 and became effective July 1, 2017—Ordinance No. 47—is exempt from the provisions of Government Code Section 56133.

40 years ago the District entered into agreements with County Service Area (CSA) 79 and Arrowbear Park County Water District (APCWD) to provide for the transportation,



treatment and disposal of the wastewater generated in the Hilltop community, which include various public and private entities within the Upper Deep Creek Watershed area and within the Arrowbear and Snow Valley Areas (including Snow Valley Mountain Resort) identified as “CSA 79 Contributors” and “Arrowbear Contributors”. This service commenced on the date the agreements were executed. The District’s agreement with CSA 79 was signed on May 9, 1977 and the District’s agreement with APCWD was signed on January 20, 1977 (amended November 2016 to extend the term of the agreement to June 30, 2017). As of today, those agreements have expired but the service must continue to be provided through the wastewater treatment plant owned and operated by the District. Below is a vicinity map of the agencies which are affected by this request (a copy of the map including the Sewer Section of the 2011 Service Review for the Hilltop Community is included as Attachment #1 to the staff report):



As early as 2015, the Running Springs WD started discussions with both CSA 79 and APCWD on renewing the agreements with updated terms and conditions. However, negotiations between the agencies failed to come to an agreement in part because CSA 79 and APCWD object to the new cost sharing method that Running Springs WD was proposing. In light of not having a new agreement to replace the contracts that were about to expire, the Running Springs WD opted to adopt an ordinance on March 29, 2017 that sets rates and terms for continuing to provide the wastewater transportation/treatment/disposal service to the upstream users, known as Ordinance No. 47.

Ordinance No. 47 mandates a rate methodology including terms and conditions for the continued transportation, treatment and disposal of wastewater received from CSA 79

and APCWD. The ordinance allocates costs for variable operations and maintenance (O&M) expenses based on each agency's proportionate share of wastewater flow and allocates costs for the fixed O&M expenses and actual capital improvements and replacement for the Wastewater Transportation, Treatment and Disposal Joint Use Facilities for all three agencies based on each agency's proportion of equivalent dwelling units (EDUs). The original agreements based the cost share for the Joint Use Facilities on proportion of assessed valuation for capital improvements and proportion of wastewater flow plus 15 percent for variable O&M.

Although the ordinance may not be a typical agreement or contract that the Commission has seen in the past, LAFCO staff considers the ordinance to be a contractual relationship between Running Springs WD and its upstream users, CSA 79 and APCWD. This position is based upon the rationale that since the ordinance includes a provision stating that if either CSA 79 or APCWD elect to use the wastewater transportation/treatment/disposal service, "...such election shall constitute agreement with the provisions of [the] Ordinance, including the rate methodology, terms and conditions set forth in the exhibits..." However, neither CSA 79 nor APCWD has a realistic alternative to the provision of service from the District so this is a forced consent.

The service review conducted in 2011 identified that even at the time of the inception of the contracts for wastewater service there was the need for a single voice for the delivery of service as evidenced by this excerpt from that report:

*The Commission established the spheres of influence for County Service Area 79 (LAFCO 1239), Arrowbear Park County Water District (LAFCO 1288), County Service Area 73 (LAFCO 1289), and Running Springs County Water District (LAFCO 1290). The staff report prepared by Robert B. Rigney, Assistant Executive Officer for LAFCO, for the sphere establishments included the following: "The districts in the future, should consider the feasibility and desirability of consolidating their operations so that one entity could provide all services with one tax rate, one board and one group to arrange priority of expenditures." This view was also supported by the Planning Department based upon the fragmented provision of water service for development of the area.*

The request from the District is for a determination of exemption from the provision of 56133 related to contracting for service outside an agency's boundaries but within its sphere of influence. (In 2011 the Commission determined that a single sphere of influence would be assigned for the Hilltop community which includes the District, CSA 79 and APCWD). A copy of the exemption request letter from Running Springs WD is included as Attachment #2 to the staff report. The Running Springs WD's adopted Ordinance No. 47 (including the attached exhibits to the ordinance) is included as Attachment #3 to the staff report. In its request, the Running Springs WD cited the

exemption language within Government Code Section 56133 (e) (1) and (4) for its request. These sections read as follows:

*“(e) This section does not apply to...*

*(1) Two or more public agencies where the public service to be provided is an alternative to, or substitute for, public services already being provided by an existing public service provider and where the level of service to be provided is consistent with the level of service contemplated by the existing service provider.*

*...*

*(4) An extended service that a city or district was providing on or before January 1, 2001.”*

After reviewing the materials presented for SC#419, it is the staff’s position that the exemption provisions outlined above apply to the transportation, treatment, and disposal of wastewater between the Running Springs WD and CSA 79 and/or APCWD on the basis of the following determinations:

1. The ordinance, which establishes a relationship between the Running Springs WD and the entities that it serves—CSA 79 and APCWD—is between two or more public agencies. The public service being provided is the transportation, treatment and disposal of wastewater – a service already being provided by the Running Springs WD in-lieu of CSA 79 and/or APCWD developing their own treatment facility to serve their respective service areas and there is no realistic alternative to this relationship. The level of service that has been provided through this contractual relationship is consistent with the level of service contemplated (required) by CSA 79 and/or APCWD; and,
2. The wastewater transportation/treatment/disposal service provided by Running Springs WD is a service that the District has been providing to CSA 79 and/or APCWD prior to January 1, 2001, having begun in 1977. While the original agreements have since expired, the transportation, treatment and disposal of wastewater is a service that has been provided prior to January 1, 2001 and the adoption of Ordinance No. 47 is the means for Running Springs WD to continue to provide the service in lieu of the expired contracts.

#### **POSITION/RESPONSE FROM CSA 79 AND APCWD**

Both CSA 79 and APCWD have publicly objected to Running Springs WD’s Ordinance No. 47. LAFCO staff requested both agencies to provide their comments related to Running Springs WD’s exemption request and its Ordinance No. 47.

Although CSA 79 was not able to provide a response to LAFCO prior to the publication of the staff report, it is noted that CSA 79 did have concerns related to the new rate structure as identified in the Running Springs WD Board Meeting Minutes from October 19, 2016 (included as Attachment #4 to this staff report),

*Arrowbear Park County Water District Response*

On September 11, 2017 the APCWD provided its response to the exemption request by letter (included as Attachment #5 to this report), identifying a number of issues related to Running Springs WD's request and Ordinance No. 47. It outlines its opposition regarding Running Springs WD's request for exemption from the provisions of Government Code Section 56133 noting that Ordinance No. 47 does not constitute an agreement or contract and stating that neither exemption provisions outlined by the District apply because there is no contract or agreement. It also outlines its objection to Ordinance No. 47 indicating it has not agreed nor does it agree with the ordinance, the rate methodologies or terms and conditions it imposes. However, LAFCO staff would note that the service being provided has continued unabated since 1977 so the exemption identified in 56133(e)(4) clearly applies.

In addition, the attached letter APCWD sent to Running Springs WD dated July 20, 2017, again outlined its objection to Ordinance No. 47 but signaled its intent to negotiate with Running Springs WD regarding the future terms and conditions of a long-term contract for continuing wastewater transportation/treatment/disposal service and acknowledges Running Springs WD willingness to continue providing the service. Running Springs WD responded to this letter from APCWD identifying its position that the rates included do not exceed the cost of providing the service and would be implemented to continue the service, a copy of the letter dated August 8, 2017, is included as Attachment #6 to this report.

**CONCLUSION:**

LAFCO staff has expressed its grave concern that Running Springs WD and the agencies that it provides wastewater transportation/treatment/disposal service—CSA 79 and APCWD—are continuing to operate under expired contracts. LAFCO staff believes there needs to be a better method to move forward with this contractual relationship that should not have an end date -- especially for a service that cannot be terminated due to health and safety reasons. LAFCO staff strongly encourages all parties to continue negotiating a long-term agreement rather than simply having an ordinance in lieu of the expired contracts.

However, the request that Running Springs WD has submitted to the Commission at this time is to make its determination that Ordinance No. 47 is exempt from LAFCO review and approval. Based on the determinations outlined above, the staff is recommending that the Commission determine that Ordinance No. 47, which establishes a contractual relationship between Running Springs Water District and CSA

79 and Arrowbear Park County Water District that mandates a rate methodology and terms and conditions for the continued transportation, treatment and disposal of wastewater received from CSA 79 and APCWD, is exempt from review and approval by the Commission pursuant to the provisions of Government Code Section 56133 (e).

Again, LAFCO staff reiterates its concern that the agencies do not have a valid contract for the provision of wastewater transportation/treatment/disposal service. Although, Running Springs WD has clearly expressed its willingness to continue providing wastewater transportation/treatment/disposal service to CSA 79 and APCWD, it is LAFCO staff's hope that the agencies negotiate a long-term agreement sometime in the near future. In the event that the Running Springs WD and either CSA 79 or APCWD do come to an agreement and execute a new contract for the transportation, treatment and disposal of wastewater, staff is recommending that such an agreement be determined to be an administrative review that can be considered and approved by the Executive Officer.

KRM/sm

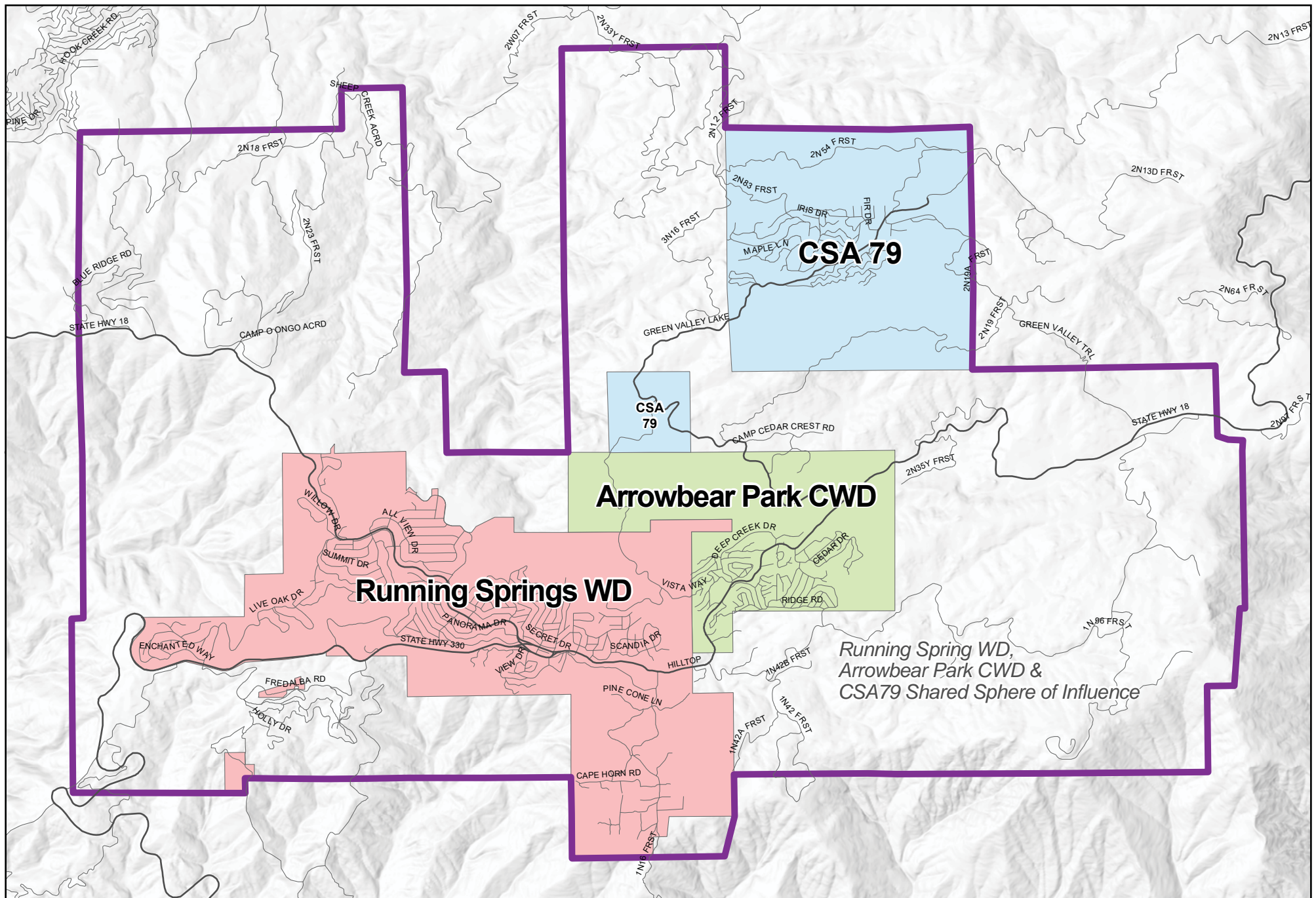
Attachments:

1. Vicinity Map and Sewer Section of Service Review for the Hilltop Community (2011)
2. Running Springs Water District Letter Dated July 27, 2017
3. Ordinance No. 47 with Exhibits
4. Excerpt of Running Springs Water District Board Meeting Minutes for its October 19, 2016 Meeting
5. Arrowbear Park County Water District Letter Response to LAFCO Dated September 11, 2017, Including the Attached Letter to Running Springs Water District Dated July 20, 2017
6. Running Springs Water District Letter to Arrowbear Park County Water District Dated August 8, 2017

**Vicinity Map and Sewer  
Section of Service Review  
for the Hilltop Community  
(2011)**

**Attachment 1**





# **Running Springs Water District, Arrowbear Park County Water District and County Service Area 79**



0 0.25 0.5 1 Miles

Map Created:  
9/12/2017

Disclaimer: The information shown is intended to be used for general display only and is not to be used as an official map.

- Arrowbear Park County Water District
- County Service Area 79
- Running Springs Water District
- Running Spring WD, Arrowbear Park CWD & CSA79 Shared Sphere of Influence

## B. Sewer

According to the *Hilltop Community Plan*, most of the larger neighborhoods are serviced by a sewer agency. However the neighborhoods of Fredalba, Smiley Park and Crab Flats are not. There are also other remaining exempt sites that have been developed with septic tanks and leachfield systems.

There are three agencies that provide sewer service to the Hilltop community: Running Springs Water District, Arrowbear Park County Water District, and County Service Area 79. For all three agencies, wastewater is collected in a network of sewer laterals, and then transported to sewer mains. The waste is then transported through force mains to the Running Springs Wastewater Treatment Plant. The capital investment and maintenance cost for the treatment plant located within the boundaries of and operated by the Running Springs WD is shared by Arrowbear Park CWD, CSA 79, and Running Springs WD based on a proportionate share of the costs as described in its quarterly Upstream Billing Report. The contracts between Running Springs WD and the other agencies were approved in 1977 and expire in 2017 (copies are on file at the LAFCO staff office). LAFCO staff understands that new contracts will be negotiated by all three agencies prior to their expiration.

Based on information from Running Springs Water District, the plant has a total design capacity of 1.1 million gallons per day and is currently at 45.5 percent of this design capacity. Based on rough information concerning the number of available connections, approximately 71 percent of the available sewer connections have been used, with 29 percent remaining. The figure below, taken from the *Hilltop Community Plan*, provides existing and future flow information for the system by district.

Wastewater Treatment Provider	Population Served in area	Existing Flow (mgd)	Existing Design Flow (mgd) <sup>(3)</sup>	Future Design Flow (mgd)	Permitted Design Flow (mgd)
Green Valley County Service Area 79 (CSA 79)	Approx. 1,860. <sup>(1)</sup> Residents 1,284 Connections		.43 <sup>(2)</sup>	.43	.43
Running Springs Water District	5,000 Residents 2,830 Connections	.525	.600	1.0	1.0
Arrowbear Park County Water District <sup>(3)</sup>	600 Residents 957 Connections	.082	.281	.281	.281
Notes: (1) According to CSA 79 approximately 75% of the households are occupied year –round. (2) This is the design maximum flow for Running Springs WWTP (3) There is an existing design flow capacity of .75 (mgd) to be shared by all three districts.					

### Sewer Rates

A sampling of the residential sewer rates of the agencies within the CLAWA service area are identified in the chart below.

AGENCY	MONTHLY CHARGE
<b>Hilltop Community</b>	
Arrowbear Park County Water District	\$27.00 plus \$3.00 debt service repayment
CSA 79	\$59.61
Running Springs Water District	\$27.02 plus 15% of water usage \$3.00 wastewater pollution control plant loan repayment
<b>Crest Forest Community</b>	
Crestline Sanitation District	\$39.95
<b>Lake Arrowhead Community</b>	
Lake Arrowhead CSD	\$40.16

### **Running Springs Water District**

Running Springs WD's entire service area encompasses approximately seven square miles. Running Springs WD has seven assessment districts for sewer, one interceptor system, and 3.22 miles or 17,000 feet of trunk or transmission lines. The existing collection system consists of pipelines ranging in sizes from 6-inch to 15-inch, spanning 58.3 miles (308,000 feet) in length and includes asbestos cement pipe, PVC pipe, and cement truss pipe.

Running Springs WD owns and operates the wastewater treatment plant which has a current maximum treatment capacity of 1.1 million gallons per day (mgd) with the design capability to increase to 1.6 mgd. The treatment plant was designated as a regional facility by the State Water Resources Control Board and provides wastewater treatment and disposal, under contract, for Arrowbear Park CWD, and CSA 79 which includes Green Valley Lake, US Forest Service Recreation areas-including camp grounds and ski areas within Green Valley Lake, private camps along Green Valley Lake Road, and the Snow Valley Ski area. The facility is located on lands being leased from the United States Forest Service in the south one-half of Section 7 and the north one-half of Section 18, Township 1 North, Range 2 West at an elevation of approximately 2300 feet. The facility includes a solids handling system, effluent disposal site consisting of 13 original percolation and evaporation ponds, and spray irrigation covering seven acres. The collection system consists of 65 miles of pipe ranging in size from 6" to 15" and nine sewage lift stations. The district's water pollution control program and the demand for this service has increased significantly because of service contracts, increased full-time residential population, and the addition of several new subdivisions.

According to the 2010 Water and Wastewater Master Plan, problems in the sewer system include an undersized collection system, failures from age or corrosion, WWTP capacity and equipment needs, incoming flow metering, effluent flow metering, US Forest Service requirements for maintaining the ponds, and spray irrigation for effluent disposal and fire suppression. The overall cost for the proposed sewer system improvements presented in this Master Plan through the next 20 years is approximately \$1,999,913.

Running Springs WD is located in both the Southern Lahontan and the Santa Ana watershed regions, which are governed by the Lahontan and Santa Ana Regional Water Quality Control Boards (RWQCBs), respectively. Running Springs WD is required to

comply with Santa Ana Region Order No. 87-8 "Waste Discharge Requirements for Running Springs Water District, San Bernardino County" for its waste discharge requirements. A review of the RWQCBs adopted and enforcement orders since 2000 does not identify any orders regarding Running Springs WD.

### **Arrowbear Park County Water District**

The Arrowbear WD operates and maintains an 11 mile sewer collection system. The Arrowbear WD states that its wastewater mains were installed in 1977 and remain in excellent condition. Following collection of wastewater from its customers, the wastewater is transported to the sewer collection system of the Running Springs WD. From there the wastewater flows into the treatment plant maintained by Running Springs WD.

The Arrowbear WD is beginning to plan for an emergency pipeline to attach to the sewer system for emergency purposes, should the Running Springs WD sewer system fail to accept sewage from Arrowbear WD. Flows can be diverted to the emergency pipeline thus enabling continuous flows. There is no budget to begin the project at this time. The plan is only in the conceptual stages and is currently being considered by administrators for CSA 79. It is not certain at this time whether or not the pipeline will be constructed and to what extent Running Springs WD and CSA 79 will participate in the cost.

The Sewer Master Plan, adopted in November 1999, outlines the status of the wastewater collection system, its capacities and projected capacities based on assumed growth projections. The low growth rate of the Arrowbear WD since the early 1990s has resulted in a stable 30% of capacity flows. Routine maintenance and equipment replacement plans are on schedule, according to the Arrowbear WD. Capital improvement plans consist of replacing the remaining 25% of the older pipelines. No new wastewater additions are anticipated.

### **County Service Area 79**

Since 1978 CSA 79 has provided service outside of its boundaries and outside its sphere of influence to the Snow Valley Ski area; the agreement expires in 2018, one year after the collection contracts expire. The territory served is within the sphere of influence of the Arrowbear Park CWD. The collection system was originally constructed in the late 1970s. The facilities consist of 35 miles of gravity sewer mains, 481 manholes, and four pump stations. Wastewater treatment is contracted through Running Springs WD. Facilities located outside of the CSA 79 boundaries include approximately four miles of sewer trunk line and two lift stations. Modification and additions to the collection system and lift stations have occurred over the years to maintain adequate capacity.

Historically, the collection system has experienced significant infiltration and inflow into the manholes and sewer mains, contributing to increased wastewater flows to the Running Springs treatment plant. This has increased lift station pump running times and increased operating and maintenance costs. The overall system capacity is about 75%

to 80% of the maximum capacity based on lift station pumping data and estimated peak flows from existing connections.

## C. Fire Protection and Ambulance

The *Hilltop Community Plan* states that “fire protection and emergency services are among the most crucial of community needs.” It indicates that the mountain region as a whole exhibits a combination of several factors that expose development and natural resources to potential disaster from wildland fires and subsequent flooding and erosion. The factors include topography, climate, vegetation, pathogen infestation, and human use occupancy.

### **Fire Protection**

Wildland fires are under the jurisdiction of the California Department of Forestry and Fire Protection (Cal Fire) and the U.S. Forest Service, both not subject to LAFCO jurisdiction. Agencies providing fire related information are the Mountain Area Safety Taskforce<sup>10</sup> and Fire Safe Council<sup>11</sup>.

The Running Springs WD, the Arrowbear Park CWD, and the San Bernardino County Fire Protection District (County Fire) and its Mountain Service Zone are the service providers for structural fires and emergency medical response calls. The northwestern portion of the Hilltop community is within the County Fire Zone PM-1 (Lake Arrowhead Paramedics special tax zone) as well. County Fire also provides other services such as hazardous materials regulation, disaster preparedness, weed abatement, inspection, and others.

Prior to the County Fire Reorganization (LAFCO 3000 effective July 1, 2008), CSA 79 was the fire/emergency response provider for the community of Green Valley Lake. Through the reorganization, CSA 79's fire powers were removed and its fire revenues (through its share of the 1% general property tax levy) were transferred to the County Fire Mountain Service Zone, the service response provider that was created for the entire Mountain region. The sphere of influence proposal for the County Fire Reorganization, LAFCO 3001, included a service review for the former county service areas that provided fire protection on a regional basis (copy included as Attachment #7). Therefore, a detailed service review for County Fire and its Mountain Service Zone is not included in this report, but general information related to the fire protection and emergency response service to the community is provided.

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<sup>10</sup> The Mountain Area Safety Taskforce (MAST) in San Bernardino County is a coalition of local, state and federal government agencies, private companies and volunteer organizations working together to help prevent catastrophic wildfires. For more information, visit <http://calmast.org>.

<sup>11</sup> The Fire Safe Council provides resources for establishing and maintaining Fire Safe Councils, such as the FSC Handbook, nonprofit and funding information in California. For more information, visit [www.firesafecouncil.org](http://www.firesafecouncil.org).

**Running Springs Water  
District Letter Dated  
July 27, 2017**

**Attachment 2**



**RUNNING SPRINGS WATER DISTRICT**  
**A MULTI-SERVICE INDEPENDENT SPECIAL DISTRICT**  
31242 Hilltop Boulevard • P.O. Box 2206  
Running Springs, CA 92382

July 27, 2017

Ms. Kathleen Rollings-McDonald  
Executive Officer  
Local Agency Formation Commission for San Bernardino County  
1170 W. Third Street, Unit 150  
San Bernardino, CA 92415-0490  
[kmedonald@lafco.sbcounty.gov](mailto:kmedonald@lafco.sbcounty.gov)

**Subject: Request for Exemption of Running Springs Water District Ordinance No. 47 from  
LAFCO Approval Pursuant to Government Code Section 56133 (e)(1) and (4)**

Dear Ms. Rollings-McDonald,

On July 19, 2017 the Running Springs Water District (District) Board of Directors authorized me to make a request to the Local Agency Formation Commission for San Bernardino County (LAFCO) for a determination that the District is exempt from LAFCO approval for the continued transportation, treatment and disposal of wastewater received from Arrowbear Park County Water District (APCWD) and San Bernardino County Service Area No. 79 (CSA 79). The basis for exemption is found in Government Code Section 56133(e)(1) and (4).

As we have previously discussed, the 1977 agreements for transportation, treatment and disposal of wastewater between the District, APCWD and CSA 79 (Parties) expired on June 30, 2017. The Parties were unable to negotiate a new agreement for continued wastewater services. Therefore, on March 27, 2017, the District adopted the attached Ordinance No. 47 establishing a rate methodology, terms and conditions for continued transportation, treatment and disposal of wastewater received from APCWD and CSA 79 if they desire to continue such service. The District's Ordinance No. 47 took effect on July 1, 2017. Ordinance No. 47 states in part that if Arrowbear and CSA 79 elect to use the wastewater services made available by Running Springs, such election shall constitute agreement with the provisions of this Ordinance. Without this Ordinance, the District would not be in a position to continue providing the same wastewater services that have been provided to APCWD and to CSA 79 for the last 40 years.

Government Code Section 56133 (e) provides that the LAFCO approval requirement set forth in Section 56133 does not apply to "(1) Two or more public agencies where the public service to be provided is an alternative to, or substitute for, public services already being provided by an existing public service provider and where the level of service to be provided is consistent with the level of service contemplated by the existing service provider" and/or "(4) An extended service that a city or district was providing on or before January 1, 2001."

July 26, 2017

Page 2 of 2

The District's Ordinance No. 47 only applies to continued wastewater treatment service for wastewater delivered by APCWD and CSA 79 to the District, which are all public agencies. The continued service to be provided is an alternative to, or substitute for, public services that were already being provided by the District since 1977. The level of service that is continuing to be provided is consistent with the level of service contemplated by the District.

We respectfully request that LAFCO review and make the determination that the attached Ordinance No. 47 is exempt from LAFCO approval pursuant to Government Code Section 56133.

Attached with this letter are various correspondence and documentation that we also offer for your records. If you have any questions or need additional information please contact me at [rgross@runningspringswd.com](mailto:rgross@runningspringswd.com) or 909.867.2766.

Thank You,

A handwritten signature in black ink, appearing to read 'Ryan Gross', is positioned above the typed name.

Ryan Gross, P.E., BCEE, SDA  
General Manager  
Running Springs Water District  
[rgross@runningspringswd.com](mailto:rgross@runningspringswd.com)



**Ordinance No. 47  
with Exhibits**

**Attachment 3**

## **ORDINANCE NO. 47**

### **ORDINANCE OF THE BOARD OF DIRECTORS OF RUNNING SPRINGS WATER DISTRICT ADOPTING A RATE METHODOLOGY, TERMS AND CONDITIONS FOR TRANSPORTATION, TREATMENT AND DISPOSAL OF WASTEWATER RECEIVED FROM ARROWBEAR PARK COUNTY WATER DISTRICT AND FROM SAN BERNARDINO COUNTY SERVICE AREA NO. 79**

**WHEREAS**, Running Springs Water District (“Running Springs”) is an independent special district in San Bernardino County formed pursuant to the County Water District Law (California Water Code Section 30000 et seq.), which receives a portion of the property tax revenue generated within its boundaries; and

**WHEREAS**, Arrowbear Park County Water District (“Arrowbear”) and San Bernardino County Service Area No. 79 (“CSA 79”) are both special districts in San Bernardino County located outside the boundaries of Running Springs, and therefore none of the property located within either of those districts provides tax revenue for Running Springs; and

**WHEREAS**, since 1977, Arrowbear and CSA 79 have operated domestic sewage collection systems within their boundaries, have provided sewage collection services to their customers, and have delivered the domestic wastewater collected from their customers into the Running Springs wastewater transportation system for delivery to and treatment at Running Springs’ wastewater treatment plant, and for disposal through an outfall pipeline and disposal ponds all owned and operated by Running Springs, pursuant to separate agreements executed between Running Springs and Arrowbear (“Arrowbear Agreement”), and between Running Springs and CSA 79 (“CSA 79 Agreement”); and

**WHEREAS**, the Arrowbear Agreement was due to expire on January 20, 2017 and the CSA 79 Agreement is due to expire on May 9, 2017; and

**WHEREAS**, Running Springs and Arrowbear have entered into an amendment of the Arrowbear Agreement to extend the term of the Arrowbear Agreement until June 30, 2017; and

**WHEREAS**, despite termination of the CSA 79 Agreement on May 9, 2017, Running Springs plans to continue to provide wastewater services to CSA 79 at the same rates set forth in the CSA 79 Agreement until June 30, 2017; and

**WHEREAS**, Running Springs is authorized by Water Code section 31101 to prescribe, revise and collect rates or other charges for sewer and wastewater services and facilities; and

**WHEREAS**, Running Springs is authorized by Water Code section 31101.5 to supply sewage and waste services to property not subject to district taxes at special rates, terms and conditions as determined by the Running Springs Water District Board of Directors for those services; and

**WHEREAS**, beginning on July 1, 2017, Running Springs is willing to continue to accept domestic wastewater on a wholesale basis collected by Arrowbear and CSA 79 from their wastewater

collection systems for transport, treatment and disposal by Running Springs (the “Wastewater Services”), subject to the rate methodology, terms and conditions hereinafter set forth, should Arrowbear and CSA 79 desire such service from Running Springs; and

**WHEREAS**, Running Springs owns and operates certain facilities (the “Lift Station 2 Facilities”) having capacity to transport all of the wastewater collected by Arrowbear and delivered to Running Springs, and also wastewater collected by Running Springs from a portion of its own collections system, to a location where it connects to the Running Springs wastewater collection, treatment and disposal system (the “Joint Use Facilities”) that transport all of the wastewater received from the Arrowbear, CSA 79 and Running Springs collection systems, as described in **Exhibit 2** attached hereto and incorporated herein by reference; and

**WHEREAS**, Arrowbear owns and operates a sewer force main pipeline that extends from its Sewer Lift Station to Running Springs’ Sewer Manhole No. 99A located in Running Springs School Road, where it connects to Running Springs’ School Trunk Line and Lift Station 2 Facilities, identified in **Exhibit 2** attached hereto; and

**WHEREAS**, CSA 79 owns and operates a sewer force main pipeline that extends from its Deerlick Sewer Lift Station to Running Springs’ Sewer Manhole No. 104 located in Old City Creek Road, where it connects to the Joint Use Facilities, identified in **Exhibit 2** attached hereto; and

**WHEREAS**, Running Springs has applied a proportional cost allocation method for setting the rates to be charged to Arrowbear and CSA 79 for the Wastewater Services to be provided by Running Springs, based upon a combination of volumetric flow and the number of Equivalent Dwelling Units (“EDUs”) to be served, and the rate methodology is set forth in **Exhibit 1**, attached hereto and incorporated herein by reference; and

**WHEREAS**, the rates to be charged to Arrowbear and to CSA 79 for the Wastewater Services provide for the proportional allocation of costs for the operation and maintenance (“O & M”) and capital improvements and replacements for the Joint Use Facilities and Lift Station 2 Facilities based on a combination of the proportion of volumetric flow received from, and the number of EDUs to be served through, the Joint Use Facilities and the Lift Station 2 Facilities; and

**WHEREAS**, the rates to be charged to Arrowbear and CSA 79 for the Wastewater Services do not exceed the reasonable estimated cost of providing such services and the revenue derived therefrom will be used only to pay for the Wastewater Services for which they are collected; and

**WHEREAS**, **Exhibit 2** contains the Terms and Conditions under which Running Springs shall provide the Wastewater Services to Arrowbear and to CSA 79, should they desire such services; and

**WHEREAS**, if Arrowbear and CSA 79 elect to use the Wastewater Services made available by Running Springs, such election shall constitute agreement with the provisions of this Ordinance, including the rate methodology, terms and conditions set forth in the exhibits attached hereto; and

**WHEREAS**, for purposes of the California Environmental Quality Act (“CEQA”) (Pub. Resources Code, § 21000 et seq.), State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), section 15378(b)(4) provides that the creation of a government funding mechanism is not a “project” and is therefore exempt from CEQA and no further environmental review is required, and adoption of this Ordinance is not subject to environmental review pursuant to State CEQA Guidelines section 15061(b)(3) because there is no potential for adoption of the rate methodology, terms, and conditions to result in direct or indirect physical impacts to the environment.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the Running Springs Water District as follows:

- Section 1.** CEQA Exemption. Based upon all the evidence presented in the administrative record, including but not limited to the staff reports, rate methodology, cost allocations, and other documents related to and supporting this Ordinance, the Board of Directors hereby finds and determines that adoption of the rate methodology set forth in **Exhibit 1** and the Terms and Conditions set forth in **Exhibit 2** is exempt from CEQA pursuant to State CEQA Guidelines section 15378(b)(4) because such adoption is not a project. Specifically, this Ordinance establishes a government funding mechanism that does not involve a commitment to any specific future project. (State CEQA Guidelines, § 15378(b)(4).) Instead, this Ordinance adopts a rate methodology, terms and conditions to determine the charges for the provision of Wastewater Services. The resulting rates do not exceed the reasonable estimated cost of providing such services and shall be used only to pay for the Wastewater Services for which they are collected. In addition, approval of the rate methodology, terms, and conditions has no potential for direct physical impacts to the environment because this Ordinance does not approve any specific projects, and merely allows continued maintenance of existing service. (State CEQA Guidelines, § 15061(b).) Therefore, no further review by the District is necessary.
- Section 2.** Pursuant to the authority recited above and in accordance with the requirements of law, the rate methodology set forth in **Exhibit 1** is hereby adopted and shall apply to Running Springs Water District’s transportation, treatment and disposal of domestic wastewater received from Arrowbear and from CSA 79, under the terms and conditions set forth in **Exhibit 2**.
- Section 3.** This rate methodology and the terms and conditions will be effective July 1, 2017. Since the CSA 79 Agreement ends May 9, 2017, Running Springs will continue to provide Wastewater Services to CSA 79 based upon the same rates set forth in the CSA 79 Agreement until the new rates in this Ordinance take effect on July 1, 2017.
- Section 4.** The Board of Directors may, by ordinance or resolution, update the rate methodology set forth in **Exhibit 1**, and/or the terms and conditions set forth in **Exhibit 2**, as the Board deems necessary.

**Section 5.** Validity. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, including any portion of the rate methodology, resulting rates, terms and conditions adopted herein, such invalidity shall not affect other provisions or applications of this Ordinance, including any portion of the rate methodology, resulting rates, terms and conditions not held invalid, and to this end the provisions of this Ordinance are declared to be severable.

**Section 6.** The General Manager of Running Springs Water District or the General Manager's designee is authorized to implement and enforce the provisions set forth herein.

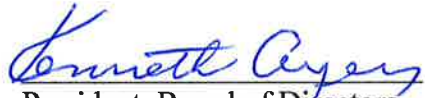
ADOPTED this 29<sup>th</sup> day of March, 2017.

Ayes: AYERS, BENNETT, MACKENZIE, TERRY


Noes: -

Abstentions: -

Absent: GRABOW

  
President, Board of Directors  
Running Springs Water District

ATTEST:

  
Assistant Secretary, Board of Directors  
Running Springs Water District

### **Exhibit 1**

The monthly rate for actual Variable O&M expenses incurred including: Wastewater Effluent Disposal Site Maintenance, Fuel and Oil, Interceptor Maintenance, Sewer Lift Station #2 Maintenance (Arrowbear Only), Treatment Plant Maintenance, Biosolids Handling and Disposal, Miscellaneous Supplies, Utilities, Vehicle and Equipment Maintenance, Wastewater Testing and Analysis will be based on Running Springs', Arrowbear's and CSA 79's monthly proportionate share of wastewater flow as determined in Exhibit 2.

The monthly rate for actual Fixed Operations and Maintenance (O&M) expenses incurred including: Wastewater Treatment Salaries and Wages, Medicare Tax, Employee Benefits, CalPERS Retirement, Uniform Allowance, Workers Comp Insurance, Education/Seminars, Property/Liability Insurance, Memberships and Subscriptions, Permits/Fees, Professional Services, Office Supplies and Administrative Expenses will be based on Running Springs', Arrowbear's and CSA 79's proportionate share of equivalent dwelling units (EDUs) as determined and certified on an annual basis per Exhibit 2.

The monthly rate for actual Capital Improvement and Replacement expenses incurred will be based on Running Springs', Arrowbear's and CSA 79's proportionate share of equivalent dwelling units (EDUs) as determined and certified on an annual basis per Exhibit 2.

Refer to the Running Springs Water District Current Fiscal Year Wastewater Treatment Budget for details and estimates on each of these expense accounts. Running Springs will provide annual budget estimates approximately 90 days prior to July 1<sup>st</sup> of each year.

## **Exhibit 2**

### **TERMS AND CONDITIONS**

#### **WASTEWATER TRANSPORTATION, TREATMENT AND DISPOSAL FOR ARROWBEAR PARK COUNTY WATER DISTRICT (“ARROWBEAR”) AND THE SAN BERNARDINO COUNTY SERVICE AREA NO. 79 (“CSA 79”) BY RUNNING SPRINGS WATER DISTRICT (“RUNNING SPRINGS”)**

##### **1. Facilities.**

A. **Joint Use Facilities.** The Joint Use Facilities are those facilities owned, operated and maintained by Running Springs for the transmission, treatment and disposal of wastewater collected within the service areas of Running Springs, Arrowbear and CSA 79. For Arrowbear, these facilities are located downstream of Running Springs’ Sewer Manhole No. 102 near 31820 Old City Creek Road. For CSA 79, these facilities are located downstream of Running Springs’ Sewer Manhole No. 104 also located on Old City Creek Road. (collectively, the “Joint Use Facilities”).

B. **Lift Station 2 Facilities.** Lift Station 2 Facilities are facilities owned, operated and maintained by Running Springs for transmission, treatment and disposal of wastewater collected within the service areas of Arrowbear and a portion of Running Springs only. They are located between Running Springs’ Sewer Manhole No. 99A located near the intersection of School Road and State Highway 18, and at Running Springs’ Sewer Manhole No. 102 near 31820 Old City Creek Road (the “Lift Station 2 Facilities”).

C. **Arrowbear Responsibility.** Arrowbear owns all of its wastewater collection and delivery facilities located upstream of Running Springs’ Sewer Manhole No. 99A and shall be exclusively responsible for the operation, maintenance, repair, replacement, expansion and improvement of such facilities. Running Springs owns all facilities including and downstream of Sewer Manhole No. 99A, including but not limited to the Lift Station 2 Facilities and the Joint Use Facilities, and shall be responsible for administration, operation, maintenance, repair, replacement, expansion and improvement of the Lift Station 2 Facilities and the Joint Use Facilities.

D. **CSA 79 Responsibility.** CSA 79 owns all of its wastewater collection and delivery facilities located upstream of Running Springs’ Sewer Manhole No. 104 and shall be exclusively responsible for the operation, maintenance, repair, replacement, expansion and improvement of such facilities. Running Springs owns all facilities including and downstream of Sewer Manhole No. 104 and shall be responsible for administration, operation, maintenance, repair, replacement, expansion and improvement of the Joint Use Facilities.

##### **2. Capital Improvements, Expansion or Replacement of Facilities.**

A. **Need to Expand, Modify or Replace.** Arrowbear, CSA 79 and Running Springs recognize that the Joint Use Facilities (and the Lift Station 2 Facilities as they pertain to Arrowbear

and Running Springs only) will need to be expanded, modified or replaced from time to time as equipment and facilities wear out or are damaged, as wastewater flows increase, or as waste discharge requirements, special use permit requirements or other regulatory requirements are modified. This includes capitalized expenditures to improve efficiency and to handle natural disasters.

B. Running Springs Responsibility. Running Springs shall have the sole responsibility and authority to determine when, if and how the Joint Use Facilities and the Lift Station 2 Facilities will be expanded, improved, modified or replaced. All Joint Use Facilities and Lift Station 2 Facilities are exclusively owned, operated and maintained by Running Springs. Neither Arrowbear nor CSA 79 shall have ownership of or capacity rights in the Joint Use Facilities or the Lift Station 2 Facilities.

### 3. Charges and Payments.

A. Invoicing. Running Springs will submit monthly invoices to Arrowbear and CSA 79 reflecting its charges for use of the Joint Use Facilities (and the Lift Station 2 Facilities for Arrowbear). Running Springs will provide annual budget estimates for each fiscal year approximately 90 days prior to July 1<sup>st</sup> of each year.

B. Payment. Invoices shall be due and payable upon presentation, and shall be delinquent thirty (30) days after the date of the invoice ("Billing Date").

C. Delinquent Payment. Delinquencies in payment shall be assessed a ten percent (10%) late payment charge. In the event that a delinquency exceeds three months' duration from the Billing Date, Running Springs, without liability, may cease to transport, treat or dispose of wastewater generated within Arrowbear's or CSA 79's service area, as the case may be, and may take any necessary action to prevent Arrowbear or CSA 79 from delivering wastewater to Running Springs' wastewater facilities. Running Springs shall not terminate service until written notice of the pending termination of service has been given to Arrowbear or CSA 79, as the case may be.

D. Enforcement of Payment. Running Springs may commence and pursue an action against either Arrowbear or CSA 79, as applicable, for delinquent payments pursuant to this Ordinance. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon, Running Springs' costs of collection, court costs and reasonable attorneys' fees in such amount as the court may adjudge against either Arrowbear or to CSA 79, as the case may be.

### 4. Future Funding.

A. Cooperation. By electing to deliver wastewater to Running Springs, Arrowbear, CSA 79, or both, agree to cooperate with Running Springs in its preparation, submittal and processing of applications for grants, loans or funds from any sources, public or private, to provide for improvements, additions to, expansion, repair or maintenance of the Joint Use Facilities (and the Lift Station 2 Facilities as they pertain to Arrowbear), recognizing that such funding may affect the rates for the provision of Wastewater Services.



5. Determination of EDUs and Flow Contribution

A. Equivalent Dwelling Unit (“EDU”) Calculation. Running Springs shall use the table included in Exhibit 3 attached to these Terms and Conditions to calculate the EDUs to be used for the purposes of calculating monthly charges to Arrowbear and to CSA 79. For single family residential dwellings, the appropriate minimum EDU value is 1.0.

B. EDU Inventory. On or before the first (1st) day of April of each year, Arrowbear and CSA 79 shall prepare and submit to Running Springs an accurate inventory of the total number of EDUs receiving sewer service within their service area certified and stamped by a Registered Civil Engineer in the State of California. Running Springs will also prepare an accurate inventory of the total number of EDUs receiving sewer service within its service area certified and stamped by a Registered Civil Engineer in the State of California which will be made available for inspection. Running Springs, Arrowbear and CSA 79 shall prepare their EDU inventories based on guidelines presented in Exhibit 3. In the case of sewer users such as hotels, motels, apartment buildings, restaurants, laundromats, ski areas, schools, car washes and governmental buildings that have multiple plumbing fixtures or that will contribute substantially more sewage and wastewater to the Joint Use Facilities (and the Lift Station 2 Facilities as they pertain to Arrowbear) than a single family residence or that will contribute sewage and wastewater to the Joint Use Facilities (and Lift Station 2 Facilities as it pertains to Arrowbear) having a pollutant loading greater than that of a typical single family residence, the EDU inventory shall give the name and address of each such sewer user and the total number of EDUs assigned to it. Running Springs shall have the right and permission, at its own expense, to conduct its own survey of the number of EDUs within Arrowbear’s, CSA 79’s, or both service areas contributing wastewater to Running Springs. The annual certified or confirmed number of EDUs shall serve as the basis for allocating to Running Springs, Arrowbear and CSA 79 their proportionate share of actual Capital Improvement costs and actual Fixed O&M expenses for the following fiscal year.

C. Fiscal Year 2017/2018 EDU Inventory. For the Fiscal Year 2017/2018 beginning July 1, 2017, Running Springs, Arrowbear and CSA 79 may use its respective number of EDUs based on what each District is currently billing their sewer customers if it is determined that sufficient time is not available to conduct accurate surveys of their EDU inventory prior to July 1, 2017. It is Running Springs understanding that the current sewer EDU inventories are as follows: Running Springs = 2,969 EDUs, Arrowbear = 984 EDUs and CSA 79 = 1,226 EDUs.

6. Flows

A. Recording of Flow Contributions. In order to determine and keep historical records of Arrowbear’s and CSA 79’s (including Snow Valley’s) quantities of wastewater delivered to Running Springs, and to calculate the proportional costs of variable O&M expenses, recording flow meters with flow totalizers that are not reset each month and radio telemetry connections to the Running Springs Supervisory Control and Data Acquisition (“SCADA”) System for the **daily** measurement of wastewater which Arrowbear and CSA 79 will deliver to Running Springs shall be used and maintained by Arrowbear and CSA 79 at their sole expense. Running Springs will require **daily** electronic flow data packets to be made available by Arrowbear and CSA 79 through the Running Springs SCADA system. A recording flow meter to measure the entire flow of wastewater into the Running Springs wastewater treatment plant shall be operated and maintained

by Running Springs at the wastewater treatment plant. Arrowbear, CSA 79 and Running Springs each shall have the right from time to time, as they reasonably determine necessary, to inspect any of these flow meters at their own expense. If testing reveals that a flow meter has been malfunctioning or was inoperative during any period of measurement, Running Springs shall estimate the average flow of wastewater past the point otherwise metered during the period of malfunction or failure to operate. The average flow shall be determined based upon the average of such flows for the same period during the previous three years. Prompt effort shall be made by Arrowbear, CSA 79 and Running Springs to have their own malfunctioning or inoperative meters repaired within thirty (30) calendar days, or as otherwise agreed to in writing, after discovery, at their own expense. **The period of measurement of flow of wastewater shall be one day.** Arrowbear and CSA 79 (including Snow Valley's flow data), on the first of each month, shall each deliver via email to Running Springs an excel spreadsheet showing **daily** records of the amount of wastewater recorded to have flowed through its flow meter, for each day during the preceding calendar month.

B. **Acceptable Basic Flows.** Running Springs agrees to receive at the connection points, transport, treat and dispose of domestic wastewater at the following acceptable basic flow rates:

	Average Daily Flow (gallons per day, gpd)	Peak Daily Flow (gallons per day, gpd)
Arrowbear	100,368	181,440
CSA 79	125,052	226,080

Capacity allocations:

Arrowbear average daily design flow =  $984 \text{ EDUs} \times 102 \text{ gpd/EDU} = 100,368 \text{ gpd} / 1440 \text{ min/day} = 70 \text{ gpm}$   
 Arrowbear peak daily design flow =  $70 \text{ gpm} \times 1.8 \text{ peaking factor} = 126 \text{ gpm} \times 1440 = 181,440 \text{ gpd}$

CSA 79 average daily design flow =  $1,226 \text{ EDUs} \times 102 \text{ gpd/EDU} = 125,052 \text{ gpd} / 1440 \text{ min/day} = 87 \text{ gpm}$   
 CSA 79 peak daily design flow =  $87 \text{ gpm} \times 1.8 \text{ peaking factor} = 157 \text{ gpm} \times 1440 = 226,080 \text{ gpd}$

Daily flows that are greater than 1.8 times the average daily design flow would be considered excessive infiltration and inflow (I&I) events and will require an investigation and a corrective action plan to be put in place and reported to Running Springs.

Total Joint Use Facilities Average Daily Design Flow = 560,000 gpd  
 Total Joint Use Facilities Peak Daily Design Flow = 1,000,000 gpd  
 Wastewater Treatment Plant (WWTP) Design Capacity = 1 million gallons per day (MGD)

These flow rates may be exceeded only on a temporary basis by utilizing flow rate capacity of other users, including Running Springs, provided such other users including Running Springs are not currently utilizing the full flow rate capacity. As the flow rate capacity in the Running Springs' interceptor approaches the peak design conditions, Running Springs at its discretion may notify Arrowbear and/or CSA 79 that their respective flow rates must be restricted to their maximum peak daily flow rates.

7. Enforcement of Laws.

A. Monitoring. Arrowbear and CSA 79 shall monitor and enforce within their own boundaries, in addition to all other applicable laws, the Running Springs sewer ordinances, rules and regulations as such ordinances, rules and regulations now exist or may be amended by Running Springs from time to time. Arrowbear and CSA 79 shall be furnished copies of such ordinances, rules and regulations as adopted or revised by Running Springs.

B. Fines. Arrowbear or CSA 79, as the case may be, shall pay for any and all fines, fees or other types of charges levied upon Running Springs by a regulatory agency if caused or resulting from Arrowbear's or CSA 79's actions. Arrowbear or CSA 79, as the case may be, shall also pay fines, fees and charges levied by Running Springs for violation of this Ordinance or other ordinances or laws regulating the discharge of wastewater into the Running Springs wastewater system.

**Exhibit 3**  
**EDU Standards**

**1.0    Equivalent Dwelling Unit.**

The basis for assigning EDU's for various classifications is as follows:

**1.1    Residential Single Family Dwelling.**

**For residential single family dwellings, the appropriate minimum EDU value is 1.0.** The number of plumbing Fixture Units in the dwelling will be tabulated and recorded on the property account for future information and use, as follows:

**1.2    Residential – Other Than Single Family Dwelling.**

**1.2.1 Condominiums**

1 EDU per Dwelling Unit, plus 1 EDU for clubhouse, plus fees for common facilities

**1.2.2 Multi-Family**

1 EDU per Dwelling Unit

**1.2.3 Mobile Home Park**

$\frac{3}{4}$  EDU per mobile space, plus 1 EDU for clubhouse

**1.2.4 Home with Guest House**

1 EDU plus 1 EDU per Guest House

**1.3    Commercial**

**1.3.1    Hotels and Motels**

$\frac{1}{2}$  EDU per rental unit plus allowance for other onsite facilities

**1.3.2 Bed and Breakfast**

1 EDU plus  $\frac{1}{3}$  EDU per rental room

**1.3.3 Restaurant**

1 EDU plus  $\frac{1}{10}$  EDU per Person of legal occupancy

**1.3.4 Restaurant with Bar**

2 EDU's plus 1/10 EDU per Person unit of legal occupancy

**1.3.5 Laundries**

1 EDU per 750 lbs. of dry wash capacity per day

**1.3.6 Recreation Vehicle Park without Hook-Ups**

1 EDU plus fees for common facilities

**1.3.7 Recreation Vehicle Park with Hook-Ups**

1 EDU plus ½ EDU per RV space plus fees for common facilities

**1.3.8 Taverns, Bars, Nightclubs**

1 EDU plus 1/10 EDU per Person of legal occupancy

**1.3.9 Conference Center**

1 EDU per three (3) overnight rooms plus any other defined features

**1.3.10 Meeting Halls, Theaters**

1 EDU per 100 occupancy

**1.3.11 Service Stations**

1 EDU

**1.3.12 Department, Dry Goods Store**

½ EDU per 2,500 square feet, 1 EDU minimum

**1.3.13 Business Offices**

1 EDU per 2,000 square feet, 1 EDU minimum

**1.3.14 Car Wash**

1.5 EDU per self-service bay

**1.3.15 Grocery Stores**

2.4 EDUs

**1.3.16 Mini Markets**

1 EDU

**1.3.17 Child Care Centers**

¼ EDU per student, minimum 1 EDU

**1.4 Institutional.**

**1.4.1 Schools**

1 EDU per 25 occupants (students, teachers, administrative and employees)

**1.4.2 Hospitals**

1 EDU per two (2) bed spaces

**1.4.3. Churches with Kitchen**

2 EDUs plus any other defined features

**1.4.4 Churches without Kitchen**

1 EDU plus any other defined features

**1.4.5 Fire Stations with Kitchen**

2 EDUs

**1.4.6 Fire Stations without Kitchen**

1 EDU

**1.4.7 Dormitories**

1 EDU per six (6) beds

**1.5 Multiple-Use Facilities**

Multiple use facilities shall be assigned EDU units based on a combined value for the various facilities

**1.6    Industrial**

- 1.6.1**    Industrial and combined industrial/commercial facilities shall be assigned EDU units based on 1 EDU per 200 gallons per day plus an adjustment for excessive Wastewater biological and suspended solids strength.
- 1.6.2**    Normal biological oxygen demand (BOD) and suspended solids are assumed to be 200 mg/l each.
- 1.6.3**    EDU assignments will be determined by the District Engineer using measurements and/or estimates provided by the User and as verified or accepted by the District Engineer.
- 1.6.4**    One-half (1/2) EDU will be added for each additional 0.33 lbs. of BOD and one-half (1/2) EDU for each additional 0.33 lbs. of suspended solids per day.


STATE OF CALIFORNIA                     )  
   ) ss.  
COUNTY OF SAN BERNARDINO )

I, Ryan Gross, Assistant Secretary of the Board of Directors of Running Springs Water District, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 47 adopted by the Board of Directors of Running Springs Water District on March 29, 2017 by the following vote:

Ayes: *AYERS, BENNETT, MACKENZIE, TERRY*  
Noes: *—*  
Abstentions: *—*  
Absent: *GRABOW*

DATED: March 29, 2017



  
\_\_\_\_\_  
Assistant Secretary of the Board of Directors  
Running Springs Water District



**Excerpt of Running Springs  
Water District Board Meeting  
Minutes for its  
October 19, 2016 Meeting**

**Attachment 4**

**4. Approval of Consent Items**

**A. Approve Meeting Minutes**

**B. Ratify Expenditures and Cash Summary**

Upon motion by Director Grabow, second by Director Terry and carried by a 3 to 0 vote, the September expenditures were ratified and the consent items were approved.

**5. Action Items**

**A. Consider Request from CSA 79 to Extend 1977 Agreement**

Manager Gross reported on a proposed Amendment to the 1977 Wastewater Transportation, Treatment and Disposal Agreement between the Running Springs Water District and County of San Bernardino on behalf of San Bernardino County Service Area No. 79. The 1977 revised agreement expires on May 9, 2017 and the parties wish to extend the term of the agreement to June 30, 2017 to provide additional time for the Running Springs Water District to study and determine the appropriate rate structure to use for the services after expiration of the agreement.

Steve Samaras, Acting Deputy Director for the San Bernardino County Special Districts (CSA-79) verbally requested an additional six (6) month extension to the revised agreement stating CSA-79 has concerns with the Running Springs Water District proposed move from a flow base to an EDU charge. He also requested a copy of a rate study plan or report to take back to the Municipal Advisory Commission (MAC). Mr. Samaras said his commission is very concerned with the potential for their rates to increase with the new plan and he added that they are asking for six (6) additional months to be involved at the manager level, in working through the process to determine what is best for the Treatment Plant and the communities. Manager Gross confirmed that he has provided staff reports to the Upstream Districts to keep them informed of the plans and the District should have a rate in place for both CSA-79 and Arrowbear Park County Water District effective July 1, 2017. Manager Gross said he did not recommend extending the agreement to December 2017 at this time, but would reconsider the additional extension request at a later date if the District Ordinance is not in place. Discussion continued and Attorney Simmons said if the agreement were to expire, the District would enact ordinance rates to the end of the agreement. Manager Gross stated Arrowbear and CSA-79 do not agree with the Running Springs Water District's position regarding the revised method of cost sharing.

Action Item No. 5.A was tabled with no action taken.

**Arrowbear Park County  
Water District Letter  
Response to LAFCO Dated  
September 11, 2017,  
Including the Attached Letter  
to Running Springs Water  
District Dated July 20, 2017**

**Attachment 5**

# *Arrowbear Park County Water District*

DIRECTORS  
Terisa Bonito  
Mark Bunyea  
Pat Oberlies  
Sheila Wymer  
Rick Weber

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2365 FIR DRIVE, ARROWBEAR LAKE  
Hours: 8 to 12 & 1 to 5 Daily  
Closed Saturday & Sunday

GENERAL MANAGER  
Norman Huff

SECRETARY  
Caroline Rimmer

September 11, 2017

RECEIVED  
SEP 11 2017

LAFCO  
San Bernardino County

Kathleen Rollings-McDonald, Executive Director  
Local Agency Formation Commission for San Bernardino County  
215 North D Street, Suite 204  
San Bernardino, California 92415-0490

RE: Arrowbear Park County Water District's Opposition to the Request for Exemption of Running Springs Water District Ordinance No. 47 from LAFCO Approval Pursuant to Government Code Section 46133 (e)(1) and (4)

Agenda Item No. 8 (LAFCO SC#419)

Dear Ms. Rollings-McDonald:

Arrowbear Park County Water District ("*Arrowbear*") hereby opposes the request of Running Springs Water District ("*Running Springs*") for exemption from the provisions of Government Code section 56133 ("*Section 56133*") for Running Springs's Ordinance No. 47 ("*Ordinance 47*"). Ordinance 47 does not constitute an agreement or contract between Running Springs and Arrowbear for processing wastewater generated within Arrowbear's service area and delivered to Running Springs for processing. In fact, no agreement or contract presently exists between Running Springs and Arrowbear for wastewater processing other than the tacit extension of a Wastewater Transportation, Treatment, and Disposal Agreement, dated January 20, 1977 ("*1977 Agreement*"), between the parties. Ordinance 47 unilaterally purports to impose materially different rate methodologies and terms and conditions for these wastewater services in place of the rates and terms and conditions historically observed by the parties under the 1977 Agreement. Arrowbear has not agreed, and does not agree, with Ordinance 47 or the rate methodologies and terms and conditions imposed thereby.

For over 40 years, Running Springs and Arrowbear have operated under the 1977 Agreement whereby Arrowbear delivered wastewater generated in its service area to Running Springs for transportation, treatment, and disposal. With that agreement set to expire on June 30, 2017, the parties entered into negotiations for a replacement agreement in 2015. These negotiations proved unsuccessful, and no new agreement was reached by June 30, 2017. However, Running Springs expressed its willingness to continue providing wastewater services to wastewater customers

located in Arrowbear's service area, and wastewater services have thus far continued uninterrupted. Arrowbear has paid Running Springs for these wastewater services based upon the rate structure in place as of June 30, 2017, and will continue to do so until a new agreement can be negotiated.

Running Springs apparently planned to unilaterally impose a new rate structure and new terms and conditions for wastewater services for customers located in Arrowbear's service area long before negotiations broke down. As far back as October 11, 2016, Running Springs General Manager Ryan Gross inquired of LAFCO staff about the effects if Running Springs simply imposed new rates and terms on Arrowbear and its customers:

If the Running Springs Water District were to simply set a rate for outside sewer service provided to other public agencies outside of our service area would that require any additional review and approval from LAFCO? In other words we would not have any agreement or contract with Arrowbear or CSA 79 just a resolution or ordinance approved by the Running Springs Water District Board that sets the rates and terms for providing the sewer service.

(LAFCO SC#419, p. A-25.)

In response, Samuel Martinez on behalf of LAFCO warned Running Springs on October 20, 2016, that an agreement or contract is specifically required for any service outside its jurisdiction, and that LAFCO would have to authorize such an agreement:

You can adopt rates (and policies) on how you are going to serve outside your boundaries. However, State law specifically requires that you can only provide service outside of your jurisdiction by contract or agreement and only after authorization from LAFCO (Government Code Section 56133). Therefore, you have to have an agreement (or contract) for any service outside of your jurisdiction that LAFCO will have to authorize, just like you did with the Pali Mountain project a couple years ago. For your agreements between CSA 79 and Arrowbear Park Water District, this would be a request for exemption from LAFCO review because they are contracts between two public agencies—which still goes to the Commission for determination of exempt status. When you came down here a few months ago, Kathy had indicated that if you were simply extending the terms of the original agreement, then no additional review and/or approval and/or determination from LAFCO is needed. However, if you are changing the terms of your agreement -- then yes, this will have to come to LAFCO.

(LAFCO SC#419, p. A-24.)

Despite knowing the situation, Running Springs failed to negotiate in good faith for a replacement agreement with Arrowbear. Running Springs instead attempted to impose its increased rate methodology and new terms and conditions for wastewater service by adopting Ordinance 47 on March 27, 2017. Ordinance 47 specifically applies only to wastewater received from Arrowbear's service area and San Bernardino County Service Area 79.

On the eve of Running Springs's adoption of Ordinance 47, Mr. Martinez again warned Running Springs on March 6, 2017, that LAFCO review would be required to change the existing contract terms of wastewater service, even warning Running Springs of the potential consequences of its actions:

As I mentioned in our previous correspondence, in regard to your contract with CSA 79 and/or Arrowbear Park WD, if you are changing the terms of your agreement—including rates, conditions, etc.—then such contract will have to come to LAFCO for review. However, LAFCO does not have any involvement regarding the Draft Ordinance that you are proposing to adopt.

...

At this point, however, it sounds like you do not have a contract. The staff report identifies that the contract between District and Arrowbear Park WD was extended to June 30, 2017 (was this done by formal action between the two agencies?) and that you also plan to continue to provide wastewater treatment service to CSA 79 until June 30, 2017. All you are doing is adopting an ordinance that outlines new rates and terms and conditions. Nonetheless, at the end of the June 30th extension, you will again have no contract unless you come up with an agreement of some sort before June 30th to continue the service and we do not believe the District can simply not continue the service. Even if you don't have a contract (or even if they are in violation of your proposed ordinance), we do not believe the District can shut them off nor do we think that the Regional Water Quality Control Board will allow you to shut them off since both Arrowbear Park WD and CSA 79 will have no way to hold their sewer.

In other words, you have put yourself in a position where we do not believe that you—as an agency that contracts for receipt of wastewater—can shut off your upstream users. It should be noted that if the District continues to serve both Arrowbear Park WD and CSA 79 after June 30th and no new contract is signed by all parties (or separately -- between the District and Arrowbear Park WD and between the District and CSA 79) we will let the Commission know that you, as the regional wastewater treatment provider, is providing wastewater treatment without an on-going contract.

(LAFCO SC#419, p. A-21-A-22.)

Procedurally and substantively, Arrowbear objects to Ordinance 47 for the reasons set forth in Board President Terisa Bonito's July 20, 2017, letter to her Running Springs counterpart, Board President Kenneth Ayers. This letter appears to have been omitted from the backup materials submitted by Running Springs in support of its present request. A true and correct copy is attached as *Exhibit 1* to this letter and is incorporated herein by reference.

In short, Arrowbear objects to the unilateral imposition of Ordinance 47 without any agreement from Arrowbear, indeed over Arrowbear's repeated objections, and without any notice or opportunity to be heard being afforded to the customers located in Arrowbear's service area. Ordinance 47's rate methodology was apparently adopted without the support of any rate study, engineer's report, or other technical document and violates Section 6(b)(3) of Article XIID of the California Constitution by imposing property-related fees and charges without regard to actual wastewater use, a property's proportional burden on the wastewater system, or the actual cost of providing a property with wastewater service, all resulting in a systematic overcharge of wastewater customers located in Arrowbear's service area.

In the present context, Ordinance 47 does not qualify for exemption from Section 56133. Neither subsection (e)(1) nor (e)(4) of Section 56133 applies for the simple reason that there is no contract or agreement in place with respect to the rate methodologies or the terms and conditions imposed by Ordinance 47. At best Ordinance 47 represents an imposition of radically different rates and terms of service under the 1977 Agreement, without any agreement to those rates and terms by Arrowbear.

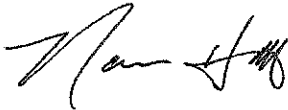
At worst, Running Springs is attempting to circumvent the requirement of a contract by including a provision that Arrowbear's election to continue using wastewater services made available by Running Springs constitutes agreement with the provisions of Ordinance 47. To the extent Ordinance 47 could ever be viewed as a contract, it quite likely constitutes a contract of adhesion which is disfavored in California. Arrowbear relied, and continues to rely, on its historic 40-year relationship with Running Springs and its ongoing proportional participation in the capital costs of the regional wastewater treatment plant for treatment of wastewater generated by customers in Arrowbear's service area. Arrowbear had no realistic opportunity to look elsewhere for a more favorable contract under the circumstances, so any pretense of a voluntary "election" to continue using Running Springs's wastewater services is absurd.

Ordinance 47's threat to cut off wastewater services to customers located in Arrowbear's service area if any delinquent fees are not paid within 90 days, no matter how disputed or even unconstitutional those fees may be, is equally outrageous. Were Running Springs to carry out this threat, the effects on the watershed would be unavoidable and catastrophic.

Moreover, exempting Ordinance 47 here would leave Arrowbear and its ratepayers vulnerable to unlimited future increases in wastewater rates, each time enforced by the fictitious "election" to continue backed up the threat of termination of services if Arrowbear failed to pay those future rates, no matter how extortionary.

For these reasons, Arrowbear objects to any exemption of Ordinance 47 from the application of Section 56133 and respectfully requests that LAFCO deny Running Springs's request here. The parties should go back to the negotiating table, as contemplated by the Legislature in adopting Section 56133, to reach a true and equitable agreement to protect customers located in Arrowbear's service area against systematic overcharges while fairly compensating Running Springs for its proportional costs in providing treatment of wastewater from those customers. In the interim, the 1977 Agreement should remain in place, with both parties operating under the rates, terms, and conditions existing a mere three months ago.

Sincerely,



Norman Huff  
General Manager  
Arrowbear Park County Water District  
909-867-2704 - Ofc.  
909-867-4736 - Fax  
[apcwmail@gmail.com](mailto:apcwmail@gmail.com) - email



# *Arrowbear Park County Water District*

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GENERAL MANAGER  
Norman Huff

SECRETARY  
Caroline Rimmer

July 20, 2017

Kenneth Ayers, Board President  
Running Springs Water District  
P.O. Box 2206  
31242 Hilltop Blvd.  
Running Springs CA, 92382

RE: Arrowbear Park County Water District/Running Springs Water District  
Wastewater Services

Dear Mr. Ayers:

This letter responds to the email correspondence dated July 7, 2017, from Ryan Gross, General Manager of Running Springs Water District ("*Running Springs*"), to Norman Huff, General Manager of Arrowbear Park County Water District ("*Arrowbear*"), regarding transport, treatment, and disposal by Running Springs of domestic wastewater collected by Arrowbear from customers located in Arrowbear's service area through Arrowbear's wastewater collection systems ("*Wastewater Services*").

As you know, since 1977, customers in the Arrowbear service area have received Wastewater Services from Running Springs pursuant to an agreement between Running Springs and Arrowbear. This agreement expired on June 30, 2017, but Running Springs has communicated its willingness to continue providing Wastewater Services indefinitely.

While this arrangement is practical in the short term, Arrowbear believes it is essential that Running Springs and Arrowbear meet to negotiate the terms and conditions of a long-term agreement for the continuation of Wastewater Services. Such an agreement will provide operational and financial certainty for both districts for the term of the agreement.

One of the critical terms that must be negotiated is the fees and charges applicable to the Wastewater Services. We are aware that Running Springs' board adopted its Ordinance No. 47 on March 29, 2017, despite repeated requests from Arrowbear to meet and negotiate a new agreement. Ordinance 47 purports to unilaterally impose a rate methodology and terms and conditions for transportation, treatment, and disposal of wastewater received specifically from Arrowbear and San Bernardino County Service Area No. 79. Running Springs' authority to dictate such terms and

conditions is doubtful at best. Wastewater customers located in the Arrowbear service area were given no notice of Ordinance 47's adoption.

Prior to adoption of Ordinance 47, Arrowbear raised serious objections to the rate methodology imposed by that ordinance. In particular, Arrowbear objected to the reliance upon equivalent dwelling units ("*EDUs*") as the basis for determining wastewater fees and charges. Under that system, Running Springs assigns to each parcel connected to the system an arbitrary EDU value. This EDU value then forms the basis for calculating wastewater fees and charges charged to the property on a per-EDU basis.

As pointed out by Arrowbear, Running Springs' EDU Standards, contained in Exhibit 3 of Ordinance 47, assign EDU values to parcels without regard to either the property's actual wastewater use or the proportional cost of providing that property with wastewater service. In fact, Arrowbear provided data demonstrating that the EDU volumes reflected in Ordinance 47 vastly exceed the actual wastewater flows observed over the last 40 years. As a result, Ordinance 47 would grossly overstate the proportional burden on Running Springs' wastewater system and overcharge customers located in Arrowbear's service area, the specific target of Ordinance 47.

To the best of our knowledge, Ordinance 47's rate structure was imposed without the support of any rate study, engineer's report, or other technical document establishing a rational relationship between the EDU values and the actual wastewater use or the proportional cost of providing a property with wastewater service.

Arrowbear believes that Ordinance 47 therefore violates Section 6(b)(3) of Article XIID of the California Constitution by imposing property-related fees and charges without regard to actual wastewater use, a property's proportional burden on the wastewater system, or the actual cost of providing a property with wastewater service, all resulting in a systematic overcharge of wastewater customers located in Arrowbear's service area.

Arrowbear is unable to pass through to wastewater customers in its service area property-related fees and charges which are improperly imposed, illegally calculated, and disproportionately charged. Accordingly, Arrowbear intends to continue paying Running Springs for Wastewater Services based upon the rate structure in effect as of June 30, 2017, until this matter can be resolved.

Rather than escalate this matter unnecessarily, I invite you to sit down and discuss the situation in order to reach an equitable solution for all parties.

Sincerely,

A handwritten signature in cursive script that reads "Terisa Bonito".

Terisa Bonito, Board President  
Arrowbear Park County Water District

**Running Springs Water  
District Letter to Arrowbear  
Park County Water District  
Dated August 8, 2017**

**Attachment 6**



**RUNNING SPRINGS WATER DISTRICT**  
**A MULTI-SERVICE INDEPENDENT SPECIAL DISTRICT**

31242 Hilltop Boulevard • P.O. Box 2206  
Running Springs, CA 92382

August 8, 2017

Terisa Bonito, Board President  
Arrowbear Park County Water District  
P.O. Box 4045  
Arrowbear Lake, CA 92382-4045

RE: Arrowbear Park County Water District/Running Springs Water District Wastewater Services

Dear Ms. Bonito:

Thank you for your letter dated July 20, 2017, hand delivered to our General Manager Ryan Gross on Friday, July 21, 2017. Although we are pleased that you are reaching out to us in an effort to resolve our differences concerning Running Springs Water District's ("Running Springs") very real costs of treating wastewater and our efforts to recapture those costs in the rates set by Ordinance 47, we are disturbed by Arrowbear Park County Water District's ("Arrowbear") apparent decision to breach Ordinance 47 without recognizing those very real costs to treat wastewater.

Since 2015, both districts have been aware of the impending termination of the 1977 Wastewater Transportation, Treatment and Disposal Agreement ("Agreement"). We agree with you that a new long-term agreement to continue treatment of Arrowbear's wastewater would provide operational and financial certainty for both districts and, of course, this has always been Running Springs' preference. Through in-person meetings, Board meetings and emails, the two districts actively and strenuously negotiated the terms of a new agreement, but never came close to reaching agreement. Arrowbear's position is that it should only be charged for its actual flow of wastewater into Running Springs' system, in addition to paying a pro-rated portion of the capital improvement. Running Springs' position is that it must provide and operate a system sized to handle potential demand, not occasional or intermittent use. Although not initially Running Springs' position, during negotiations Running Springs did yield to Arrowbear's position with regard to funding variable operations and maintenance (O&M) expenses, but agreement could not be reached on other critical terms.

Contrary to the incorrect assertions contained in your letter, Running Springs did have a widely known, highly competent, professional consultant perform a study of rate methodology, which was shared with your General Manager, Norman Huff. The study supports the methodology set forth in the Running Springs Ordinance. The study does not support the methodology that Arrowbear has insistently asserted. Basing rates on equivalent dwelling units recognizes the costs associated with providing and maintaining capacity and the fixed costs associated with making service available to each EDU, whether or not that capacity is fully utilized on a consistent basis.

Under normal circumstances if Running Springs were not able to reach an agreement with a party with whom it was negotiating, it would simply not provide those services to that party. However, in this case we recognize that if Running Springs stopped treating Arrowbear's wastewater, Arrowbear immediately would be in violation of its permits from the Regional Water Quality Control Board. Therefore, to accommodate Arrowbear and save it from violation, and potentially enormous fines, Running Springs has adopted Ordinance 47 so that service may continue. In adopting Ordinance 47, Running Springs' Board found that the rates to be charged to Arrowbear for wastewater services did not, and do not, exceed the reasonable estimated cost of providing such services, and the revenue derived therefrom will be used only to pay for the wastewater services for which they are collected. As such, Ordinance 47 is not a tax under Section 1(e) of Article XIII C of the California Constitution and does not violate Section 6(b)(3) of Article XIII D.

While you correctly pointed out that Running Springs is willing to continue to accept domestic wastewater from Arrowbear, Running Springs has agreed to accept Arrowbear's wastewater only in accordance with the provisions of Ordinance 47, including the rate methodology, terms and conditions set forth therein. If Arrowbear does not agree with those terms, Arrowbear is free to reject them and to make alternative arrangements for treatment.

Sincerely,

  
Kenneth Ayers, President  
Board of Directors

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Terisa Bonito, Board President  
Arrowbear Park County Water District  
PO Box 4045  
Arrowbear Lake, CA 92382-4045

2. Article Number  
(Transfer from service label)

91 7108 2133 3933 2339 7593

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-P-4081

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

(X)

☐ Agent☐ Addressee

## B. Received by (Printed Name)

NORMAN HUFF

## C. Date of Delivery

## D. Is delivery address different from item 1?

☐ Yes

if YES, enter delivery address below:

☐ No

## 3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

# LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1170 West Third Street, Unit 150, San Bernardino, CA 92415-0490  
(909) 388-0480 • Fax (909) 388-0481  
lafco@lafco.sbcounty.gov  
www.sbclafco.org

---

**DATE:** SEPTEMBER 11, 2017

**FROM:** KATHLEEN ROLLINGS-McDONALD, Executive Officer  
SAMUEL MARTINEZ, Assistant Executive Officer

**TO:** LOCAL AGENCY FORMATION COMMISSION

---

**SUBJECT:** Agenda Item #9: LAFCO 3219 – Reorganization to include  
Detachments from Cucamonga Valley Water District

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**INITIATED BY:**

Resolution of the Board of Directors of the Cucamonga Valley Water District

**RECOMMENDATION:**

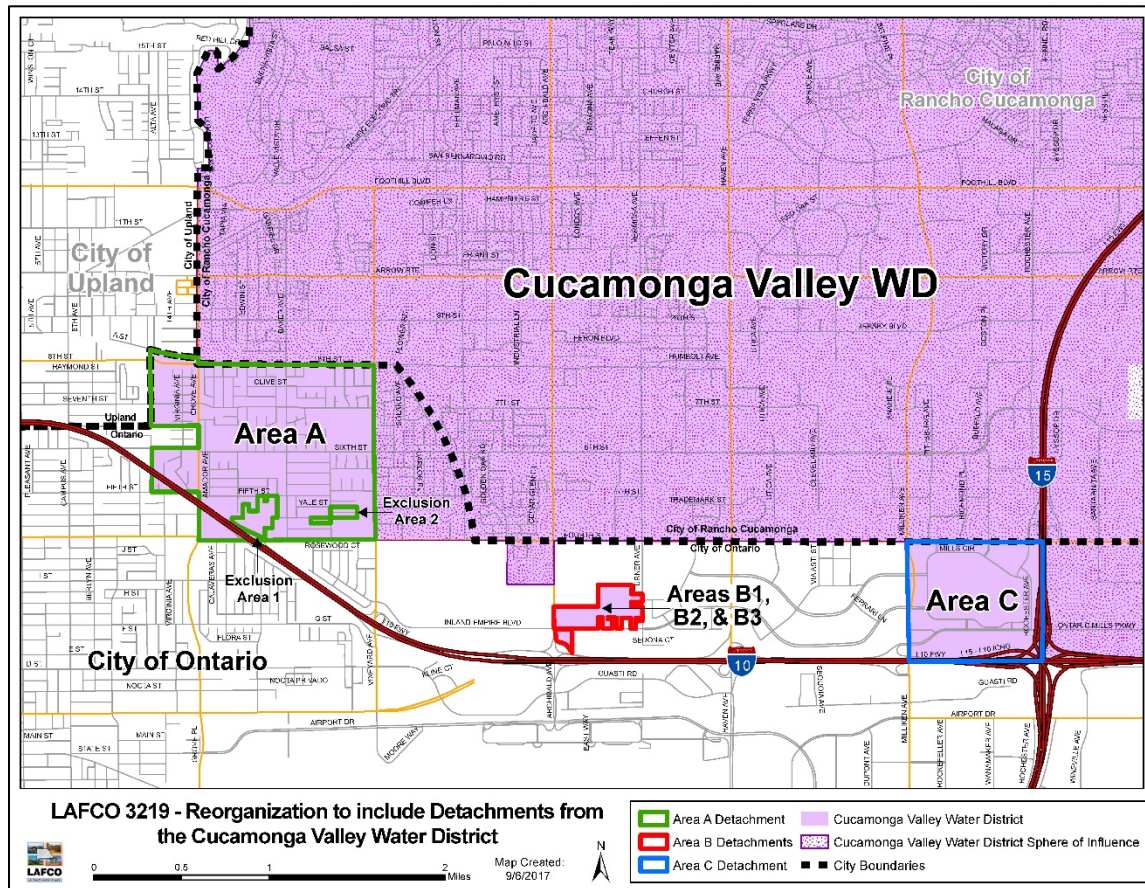
The staff recommends that the Commission approve LAFCO 3219 by taking the following actions:

1. Certify that LAFCO 3219 is statutorily exempt from the provisions of the California Environmental Quality Act and direct the Executive Officer to file the Notice of Exemption within five (5) days;
2. Approve LAFCO 3219, with the standard terms and conditions that include the “hold harmless” clause for potential litigation costs by the applicant; and,
3. Adopt LAFCO Resolution #3250 setting forth the Commission’s determinations and conditions of approval concerning the reorganization proposal.

**BACKGROUND:**

In March 2017, the Cucamonga Valley Water District (hereafter shown as the “District or CVWD”) initiated a reorganization application that proposes to detach five (5) areas from the District. All five areas are located within the City of Ontario and are not currently within the sphere of influence assigned the CVWD. The map below provides a general location of the five areas that are proposed for detachment from the District.





The District's sphere of influence, which was established in 1983 and reaffirmed through its service review in 2002, does not include some areas that are within the District's actual boundaries but are located either in the City of Ontario or the City of Upland. The District identified that those areas were to be excluded from its sphere of influence signaling a later change of organization (detachment) since said areas were (primarily) served by the underlying cities. Some areas within the City of Upland—the Upland Hills Country Club area and the Colonies at San Antonio Specific Plan area—were previously detached from the District in the late 1990s. However, no action has ever been proposed to detach the areas within the City of Ontario. Therefore, the primary reason for LAFCO 3219 is to remove the overlap in service boundaries between the District and the City of Ontario (hereafter the "City") by detaching these areas that currently receive water and/or sewer service from the City – not the District.

This report will provide the Commission with the information required to make the determinations necessary within the four major areas of consideration required for a jurisdictional change – boundaries, land uses, service issues and the effects on other local governments, and environmental considerations.

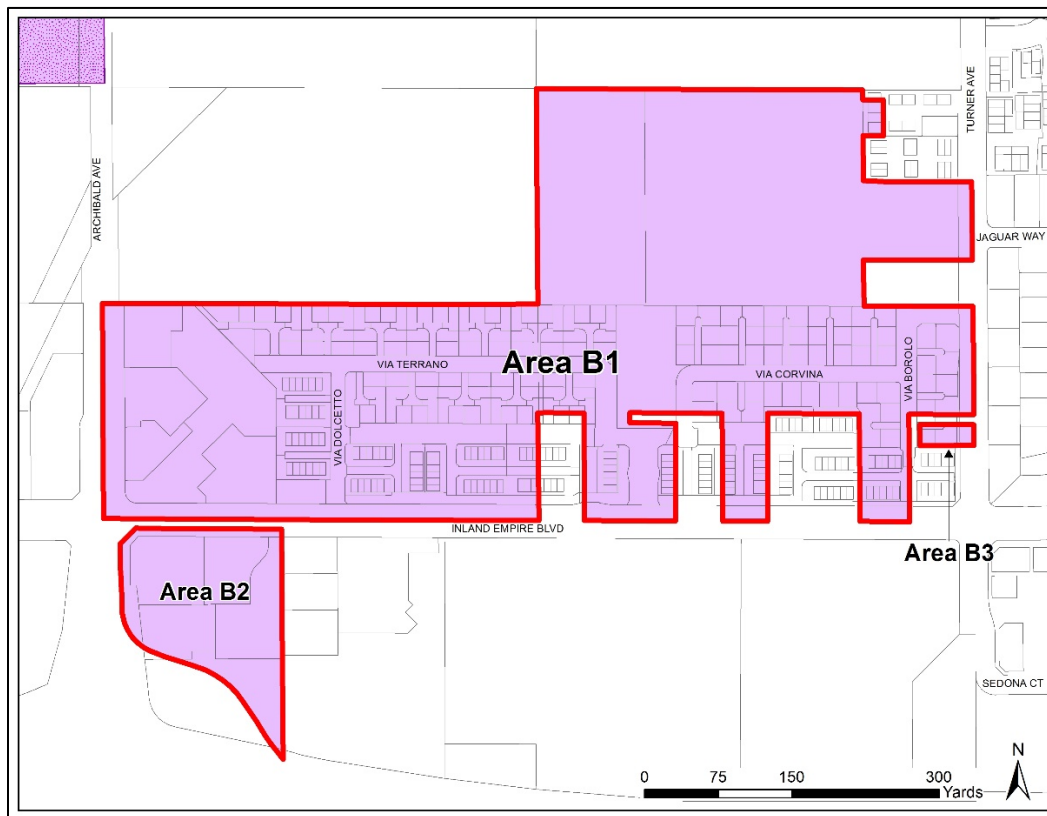




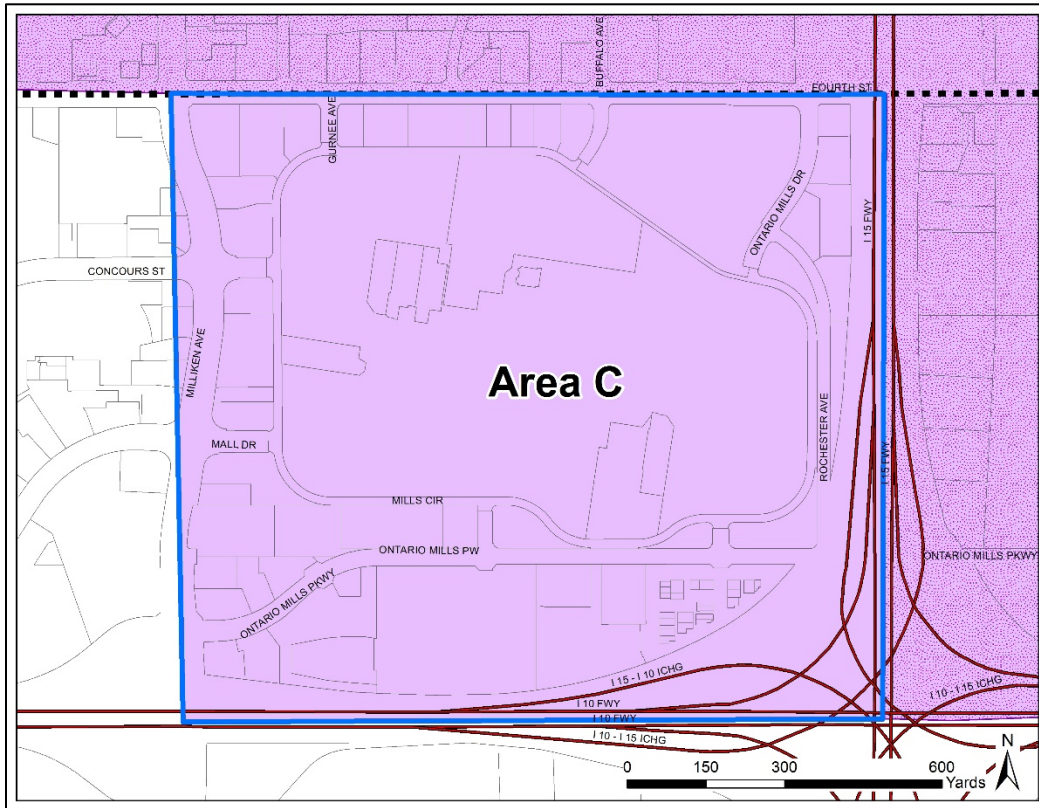
The District currently provides water service to the mobilehome park within Exclusion Area 1 and to 33 single-family residences within Exclusion Area 2; therefore, these exclusion areas will remain within the boundaries of CVWD until such time that the District can transfer over its water service obligation to the City of Ontario. Negotiations conue between the agencies to resolve this service issue.

Area B includes three separate areas that are in close proximity to each other located within the City of Ontario encompassing a total of approximately 57 acres:

- Area B1 is generally located north of Inland Empire Boulevard, west of Archibald Avenue, and east of Turner Avenue;
- Area B2 is located at the southeast corner of Inland Empire Boulevard and Archibald Avenue; and,
- Area B3 is a small separate area lying along the east side of Turner Avenue, just north of Inland Empire Boulevard.



Area C includes the Ontario Mills shopping mall located in the City of Ontario encompassing approximately 333 acres. The area is generally located south of Fourth Street, west of the I-15 Freeway, north of the I-10 Freeway, and east of Milliken Avenue.



The areas being detached from CVWD do not receive any services from the District. Detaching these areas will remove the overlap between the District and the City of Ontario, the existing water and/or sewer service provider. Therefore, the proposal presents no boundary concern.

### **LAND USE:**

All areas being detached from the District are within the City of Ontario. The City's General Plan land use designations for the reorganization area are as follows:

- Area A includes a full range of land uses including low density, medium density, and high density residential, neighborhood commercial, business park, public schools, and open space – non recreational and parkland.
- Areas B1, B2, & B3 include office commercial and mixed use for residential/commercial (Ontario Festival Specific Plan) land use designations.

- Area C is designated mixed use (Ontario Mills Specific Plan).

No change in land use is anticipated as a result of the reorganization proposal. In addition, approval of the reorganization will have no direct impact on the City's land use designations assigned for the reorganization area. Therefore, there are no land use concerns related to this proposal.

### **SERVICE ISSUES AND EFFECTS ON OTHER LOCAL GOVERNMENTS:**

In every consideration for jurisdictional change, the Commission is required to look at the existing and proposed service providers within an area. The City of Ontario provides municipal services, including water and sewer service, to the reorganization area. In addition, the following entities overlay the reorganization area: Chino Basin Water Conservation District, Inland Empire Resource Conservation District, Cucamonga Valley Water District, Inland Empire Utilities Agency and its Improvement District No. C (wastewater treatment services), and the Metropolitan Water District of Southern California (the State Water Contractor).

The only entity that is directly affected by this reorganization is the Cucamonga Valley Water District. The City of Ontario provides water and/or sewer services to the areas being detached from Cucamonga Valley Water District. The application includes a plan for the continuation of the services already provided by the City within the reorganization area, which is included as part of Attachment #2 to this report.

As required by Commission policy and State law, the Plan for Service shows that the provision of services will maintain current service levels.

### **ENVIRONMENTAL CONSIDERATIONS:**

As the CEQA lead agency, the Commission's Environmental Consultant, Tom Dodson from Dodson and Associates, has indicated that the review of LAFCO 3219 is statutorily exempt from the California Environmental Quality Act (CEQA). This recommendation is based on the fact that the existing serving entity, which is the City, will continue to provide water and/or sewer service which will not result in any physical impacts on the environment. Therefore, the proposal is exempt from the requirements of CEQA, as outlined in the State CEQA Guidelines, Section 15061 (b)(3). It is recommended that the Commission adopt the General Rule Statutory Exemption for this proposal. A copy of Mr. Dodson's analysis is included as Attachment #4 to this report.

### **CONCLUSION:**

The Cucamonga Valley Water District does not provide water and/or sewer services to the customers within any of the areas that proposed for detachment; however, the registered voters within these areas participate in elections related to the District even

though they do not benefit from being in the District. Upon completion of the detachment, said areas will continue to receive water and/or sewer services from the City of Ontario. Therefore, for these reasons, and those outlined throughout the staff report, the staff supports the approval of LAFCO 3219.

### **DETERMINATIONS:**

The following determinations are required to be provided by Commission policy and Government Code Section 56668 for any change of organization/reorganization proposal:

1. The reorganization proposal is legally inhabited containing 3,579 registered voters within the five areas being detached from Cucamonga Valley Water District, as certified by the Registrar of Voters as of August 15, 2017.
2. The County Assessor's Office has determined that the total assessed value of land and improvements within the reorganization area is \$1,303,603,645 (land--\$361,012,042; improvements--\$942,591,603) as of June 19, 2017.
3. The areas proposed for detachment are not within the sphere of influence assigned the Cucamonga Valley Water District.
4. In compliance with Commission policies and State law, legal notice of the Commission's consideration of the proposal has been provided through publication of a 1/8<sup>th</sup> page advertisement in the *Inland Valley Daily Bulletin*, a newspaper of general circulation within the reorganization area. As required by State law, individual notification was provided to affected and interested agencies, County departments, and those individuals and agencies having requested such notice. Comments from landowners and any affected local agency in support or opposition will be reviewed and considered by the Commission in making its determination.
5. The City of Ontario's land use designation for the reorganization area includes a full range of land uses including residential, retail/service (commercial), public schools, mixed-use (Ontario Festival Specific Plan and Ontario Mills Specific Plan), and other land uses. This reorganization proposal has no direct effect on the City of Ontario's General Plan land use designations assigned for the area.
6. The Southern California Associated Governments (SCAG) adopted its 2016-2040 Regional Transportation Plan and Sustainable Communities Strategy pursuant to Government Code Section 65080. The detachment of the proposal areas from Cucamonga Valley Water District have no direct impact on SCAG's Regional Transportation Plan.

7. The Commission's Environmental Consultant, Tom Dodson and Associates, has recommended that this proposal is statutorily exempt from environmental review based on the finding that the Commission's approval of the reorganization has no potential to cause any adverse effect on the environment since the delivery of water and/or sewer services will continue to be provided by the existing service provider, which will not result in any physical impacts on the environment. Therefore, the proposal is exempt from the requirements of CEQA, as outlined in the State CEQA Guidelines, Section 15061 (b)(3). Mr. Dodson recommends that the Commission adopt the Statutory Exemption and direct its Executive Officer to file a Notice of Exemption within five (5) days. A copy of Mr. Dodson's response letter is included as Attachment #3 to this report.
8. The reorganization areas are served by the following local agencies:
  - City of Ontario
  - Cucamonga Valley Water District
  - Chino Basin Water Conservation District
  - Inland Empire Resource Conservation District
  - West Valley Mosquito and Vector Control District
  - Inland Empire Utilities Agency and its Improvement District No. C (regional wastewater treatment provider)
  - Metropolitan Water District of Southern California (the State Water Contractor)

The only affected agency is Cucamonga Valley Water District. The areas being detached from Cucamonga Valley Water District will remain within the City of Ontario.

9. A plan was prepared for the provision of services to the reorganization area, as required by law. The Plan for Service indicates that the City of Ontario will continue to provide water and/or sewer service to the areas that are being detach, maintaining the level and range of services currently available within the reorganization area. The Plan for Service has been reviewed and compared with the standards established by the Commission and the factors contained within Government Code Section 56668. The Commission finds that the Plan for Service conforms to those adopted standards and requirements.

It is the Commission's understanding that the Cucamonga Valley Water District and the City of Ontario will continue their negotiations on eventually transferring over to the City the District's service responsibilities within Exclusion Areas 1 and 2 and ultimately detaching said exclusion areas from the District's boundaries at some point in the future.

10. The District has not provided water and/or sewer services to the areas being detached but has overlain the reorganization area without benefit to the

landowners and/or registered voters within LAFCO 3219. The areas proposed for detachment will benefit from the removal of the District's boundary where it does not provide any services.

11. This proposal will not affect the fair share allocation of the regional housing needs assigned to the City of Ontario through the Southern California Association of Government's (SCAG) Regional Housing Needs Allocation (RHNA) process since the areas being detached from Cucamonga Valley Water District are already within the City of Ontario.
12. With respect to environmental justice, the reorganization proposal—which does not change the provision of water and/or sewer services by the City of Ontario to the reorganization area—will not result in the unfair treatment of any person based on race, culture or income.
13. The County of San Bernardino adopted a resolution determining there will be no transfer of property tax revenues. This resolution fulfills the requirement of Section 99 of the Revenue and Taxation Code.
14. The maps and legal descriptions prepared by the County Surveyor are in substantial compliance with LAFCO and State standards.

KRM/sm

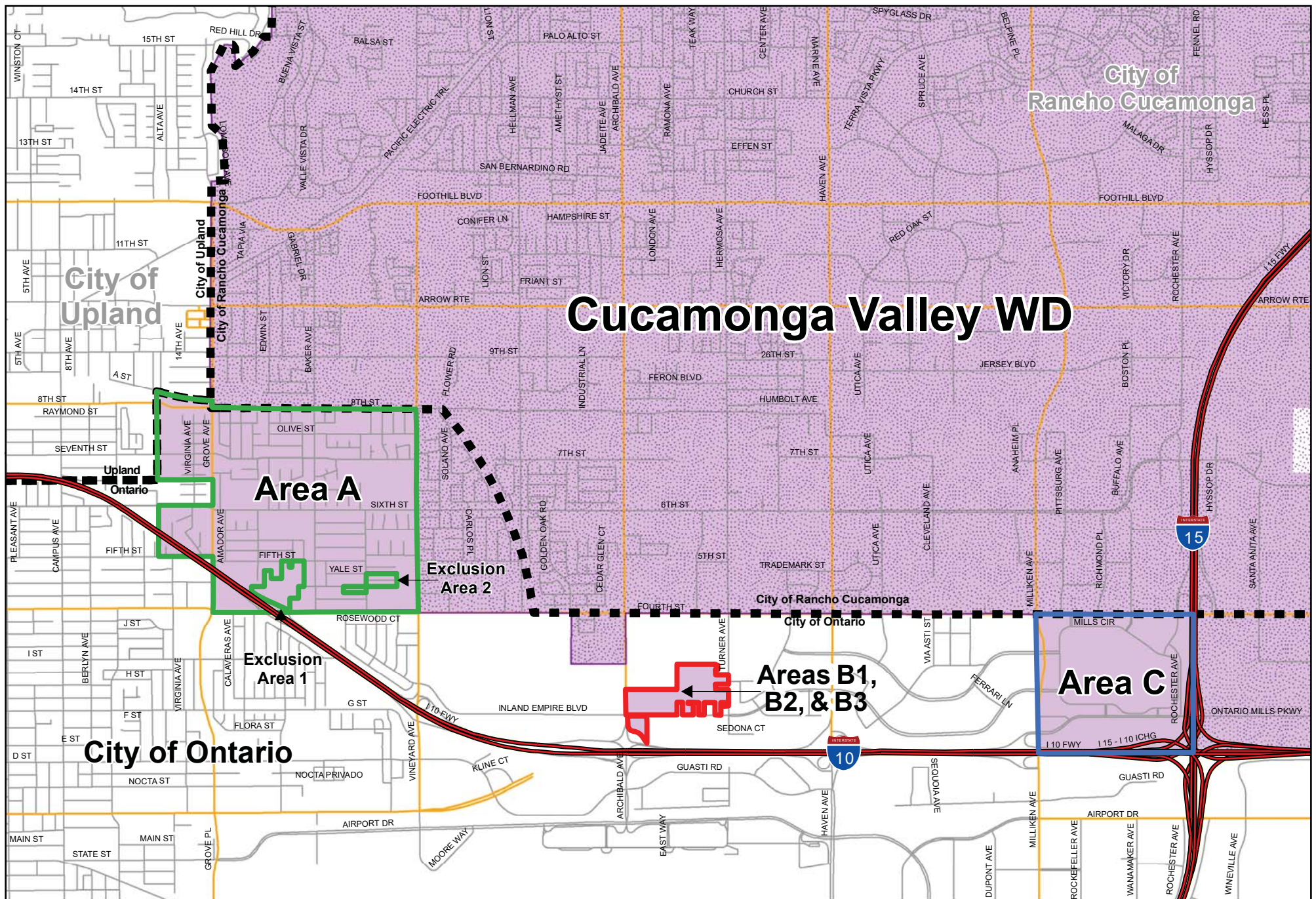
Attachments:

1. Vicinity Map and Maps for the Reorganization Proposal
2. Cucamonga Valley Water District Application and Plan for Service
3. Tom Dodson's Environmental Response for LAFCO 3219
4. Draft Resolution No. 3250

# **Vicinity Map and Maps for the Reorganization Proposal**

**Attachment 1**





# **LAFCO 3219 - Reorganization to include Detachments from the Cucamonga Valley Water District**



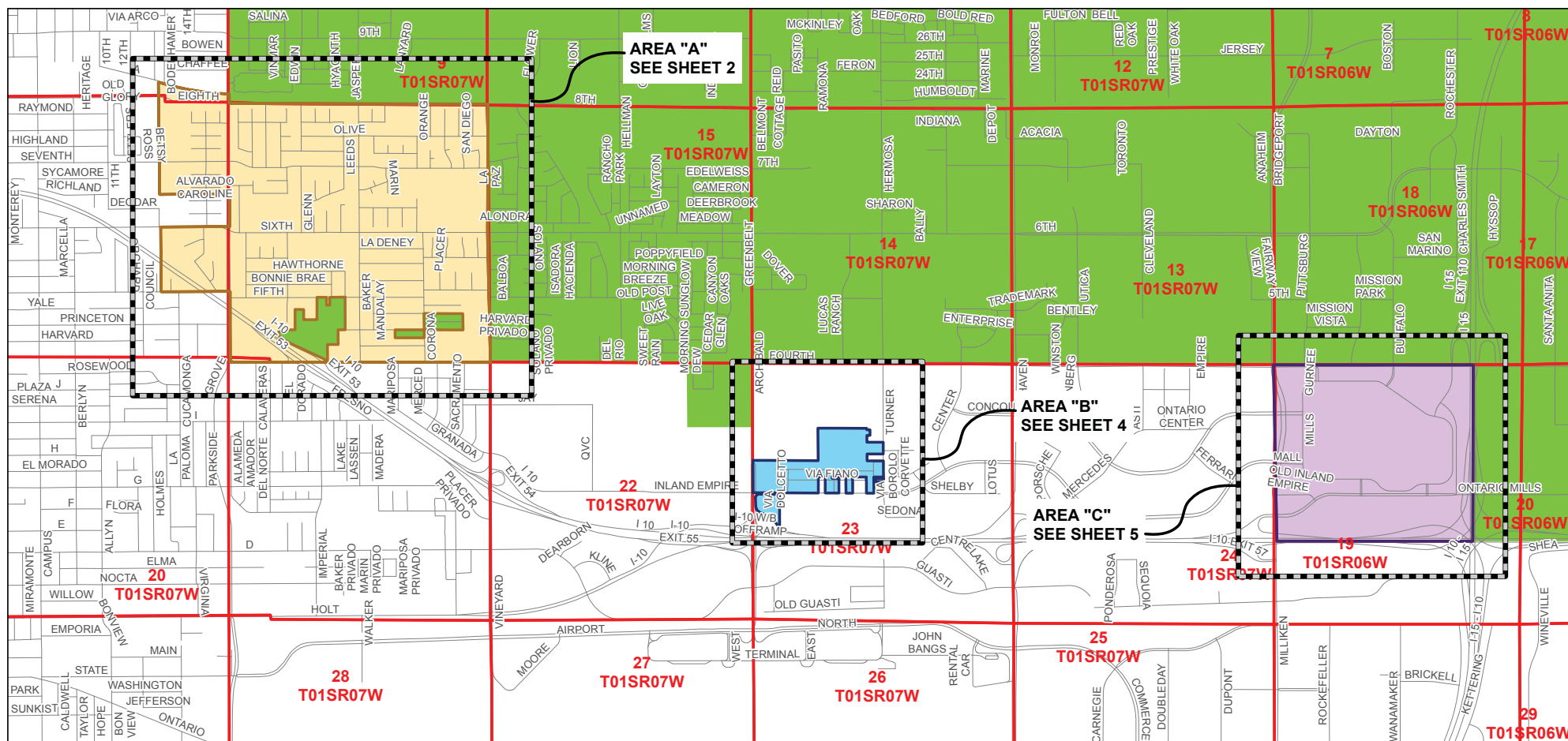
0 0.5 1 2 Miles

Map Created:  
9/6/2017



- Area A Detachment
- Area B Detachments
- Area C Detachment
- Cucamonga Valley Water District
- Cucamonga Valley Water District Sphere of Influence
- City Boundaries

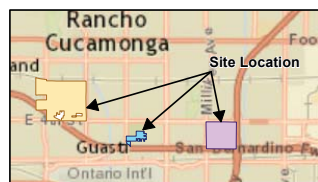




## LAFCO 3219

### Reorganization to Include Detachments from the Cucamonga Valley Water District

Those Portions of: Township 1 South, Range 6 West, Section 19, S.B.M., and Township 1 South, Range 7 West, Sections 8, 16, 17 & 23 S.B.M., San Bernardino County, State of California.



- Detachment Area A  
Containing 720.71 Acres,  
More or Less
- Detachment Area B  
Containing 56.97 Acres,  
More or Less
- Detachment Area C  
Containing 332.96 Acres,  
More or Less
- Existing Cucamonga Valley  
Water District Boundary
- Section Lines



**N**

**1 inch = 2,000 feet**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION



*James I. Stone*

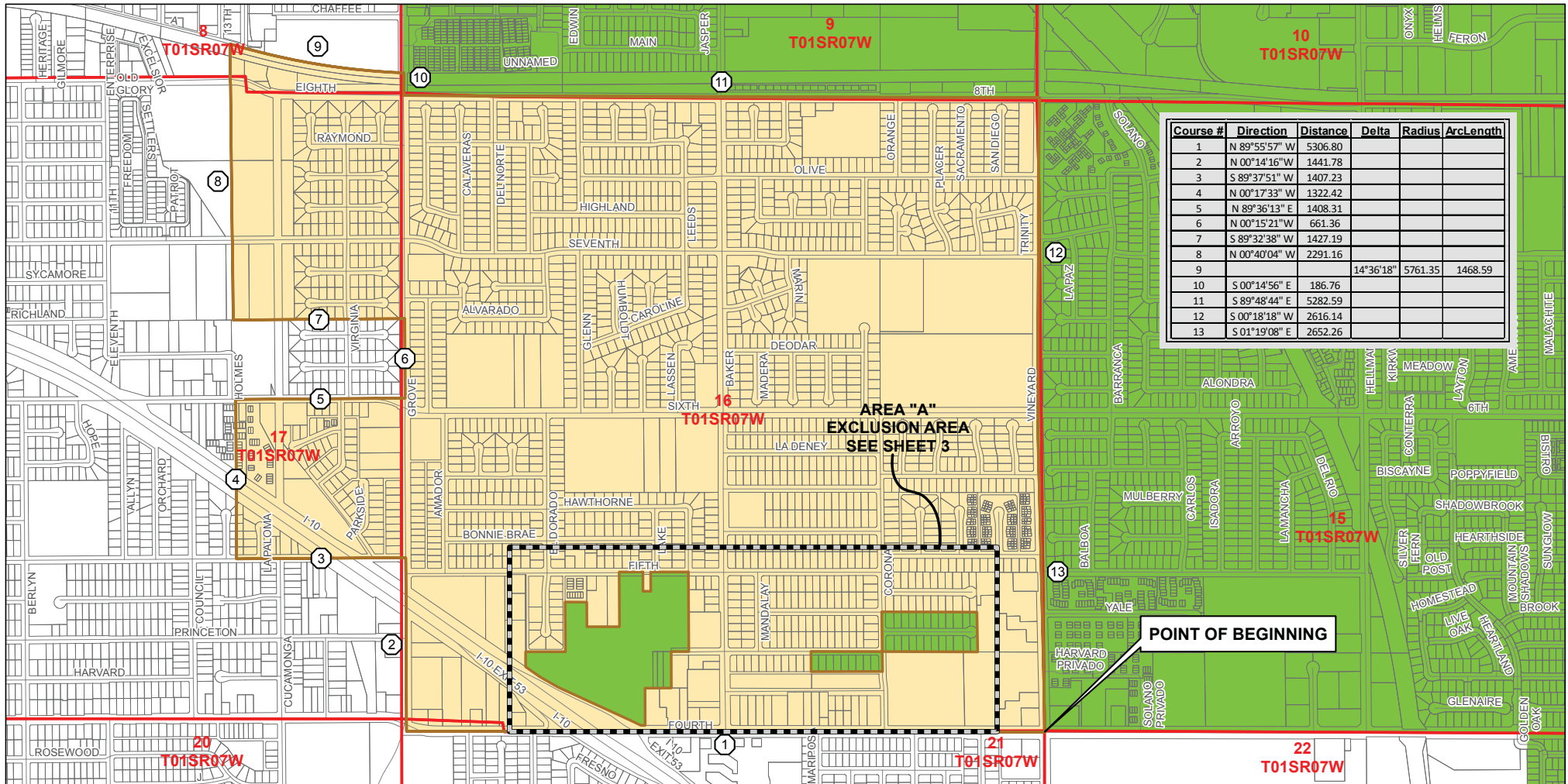
James I. Stone  
Deputy County Surveyor  
PLS 9075

07/17/2017

Date

Exp. 3/31/2018  
Job Number 00147CP0 - Revised July 17, 2017

**SHEET 1 OF 5**



LAFCO 3219

## Reorganization to Include Detachments from the Cucamonga Valley Water District

Those Portions of Township 1 South, Range 7 West, Sections 8, 16, & 17 S.B.M., San Bernardino County, State of California.

- Detachment Area A  
Containing 720.71 Acres,  
More or Less
- Existing Cucamonga Valley  
Water District Boundary
- Parcels
- Section Lines
- APN Assessors Parcel Number
- Course Number

0 800 1,600 3,200 4,800 6,400 Feet

N  
1 inch = 800 feet

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION



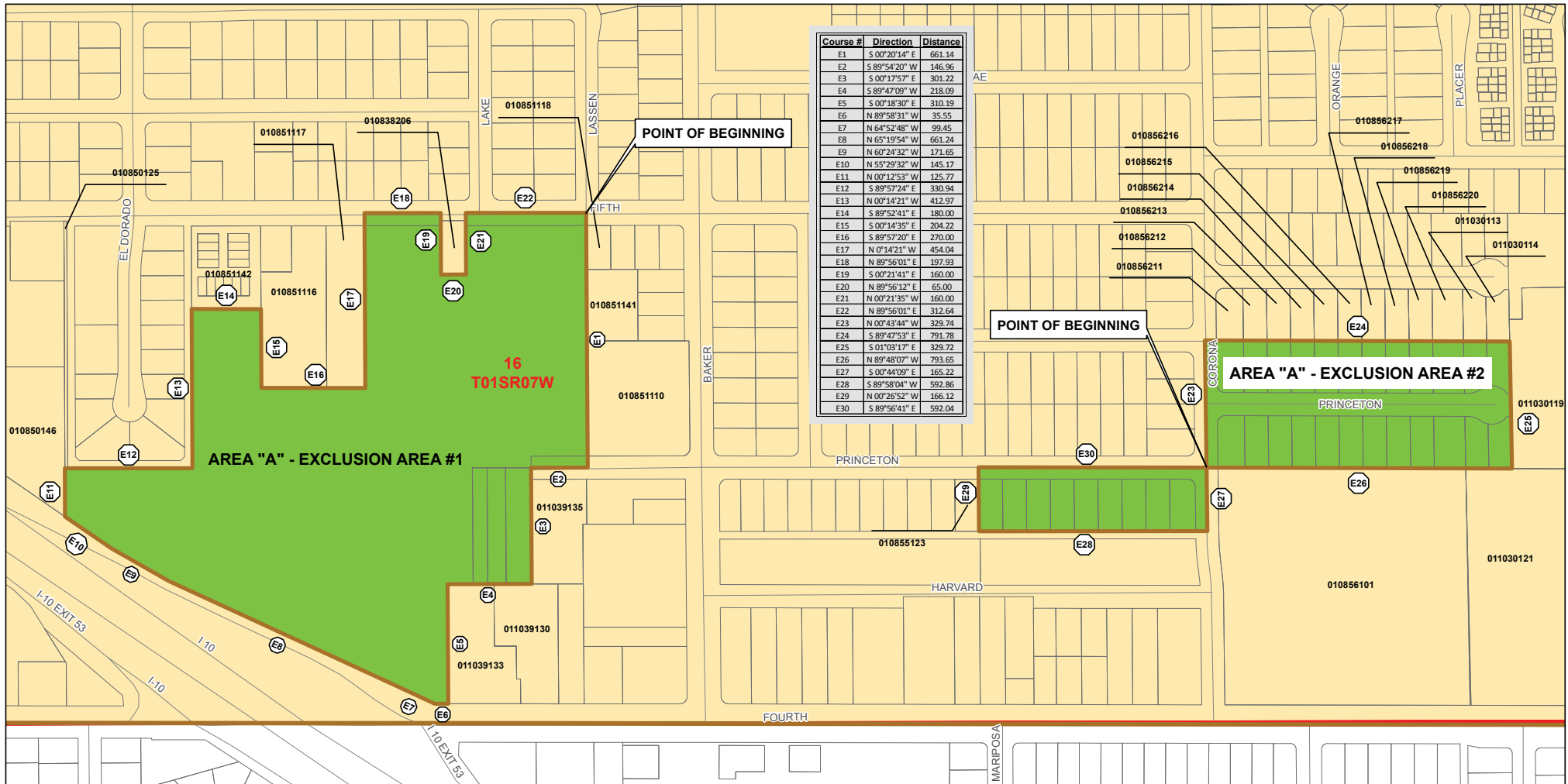
*James I. Stone*  
James I. Stone  
Deputy County Surveyor  
PLS 9075

07/17/2017

Date

Exp. 3/31/2018  
Job Number 00147CPO - Revised July 17, 2017

**SHEET 2 OF 5**



**LAFCO 3219**

# **Reorganization to Include Detachments from the Cucamonga Valley Water District**

Those Portions of Township 1 South, Range 7 West, Sections 8, 16, & 17 S.B.M., San Bernardino County, State of California.

- Detachment Area A  
Containing 720.71 Acres,  
More or Less
- Existing Cucamonga Valley  
Water District Boundary
- Parcels
- APN Assessor's Parcel Number
- R Course Number

0 250 500 1,000 1,500 2,000 Feet



1 inch = 250 feet

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION



*James I. Stone*

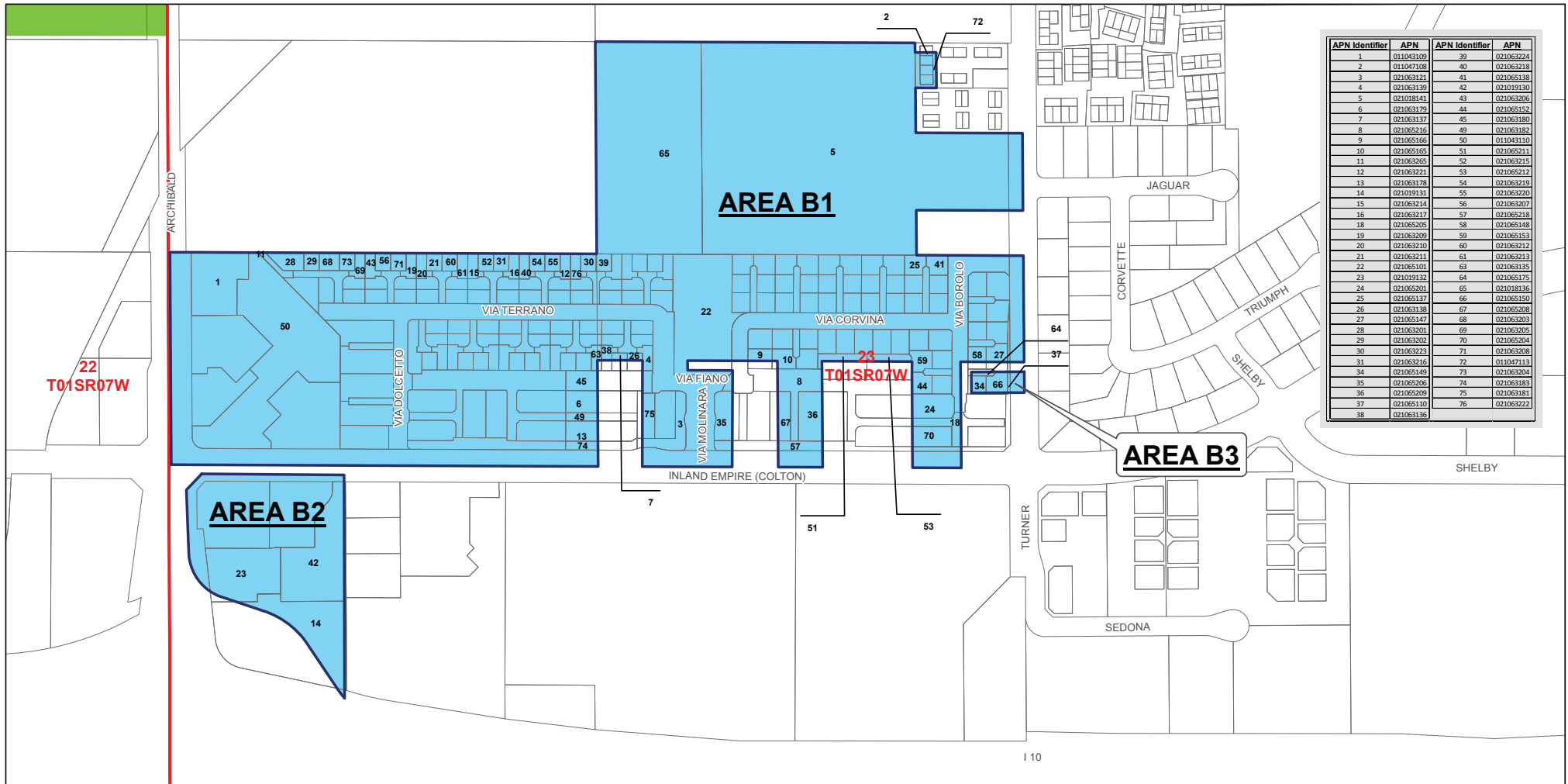
James I. Stone  
Deputy County Surveyor  
PLS 9075

07/17/2017

Date

Exp. 3/31/2018  
Job Number 00147CPO - Revised July 17, 2017

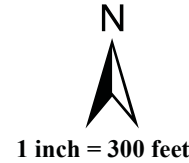
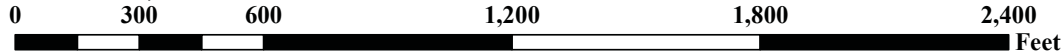
**SHEET 3 OF 5**



# **LAFCO 3219** **Reorganization to Include Detachments from the Cucamonga Valley Water District (Area "B")**

Those Portions of Township 1 South, Range 7 West, Section 23, S.B.M., San Bernardino County, State of California.

- Detachment Area B Containing 56.97 Acres, More or Less
- Existing Cucamonga Valley Water District Boundary
- Acreage:**
  - Area B1 = 51.62 Acres, More or Less
  - Area B2 = 5.10 Acres, More or Less
  - Area B3 = 0.25 Acres, More or Less
- Parcels
- Section Lines
- APN Assessors Parcel Number



THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION



*James I. Stone*

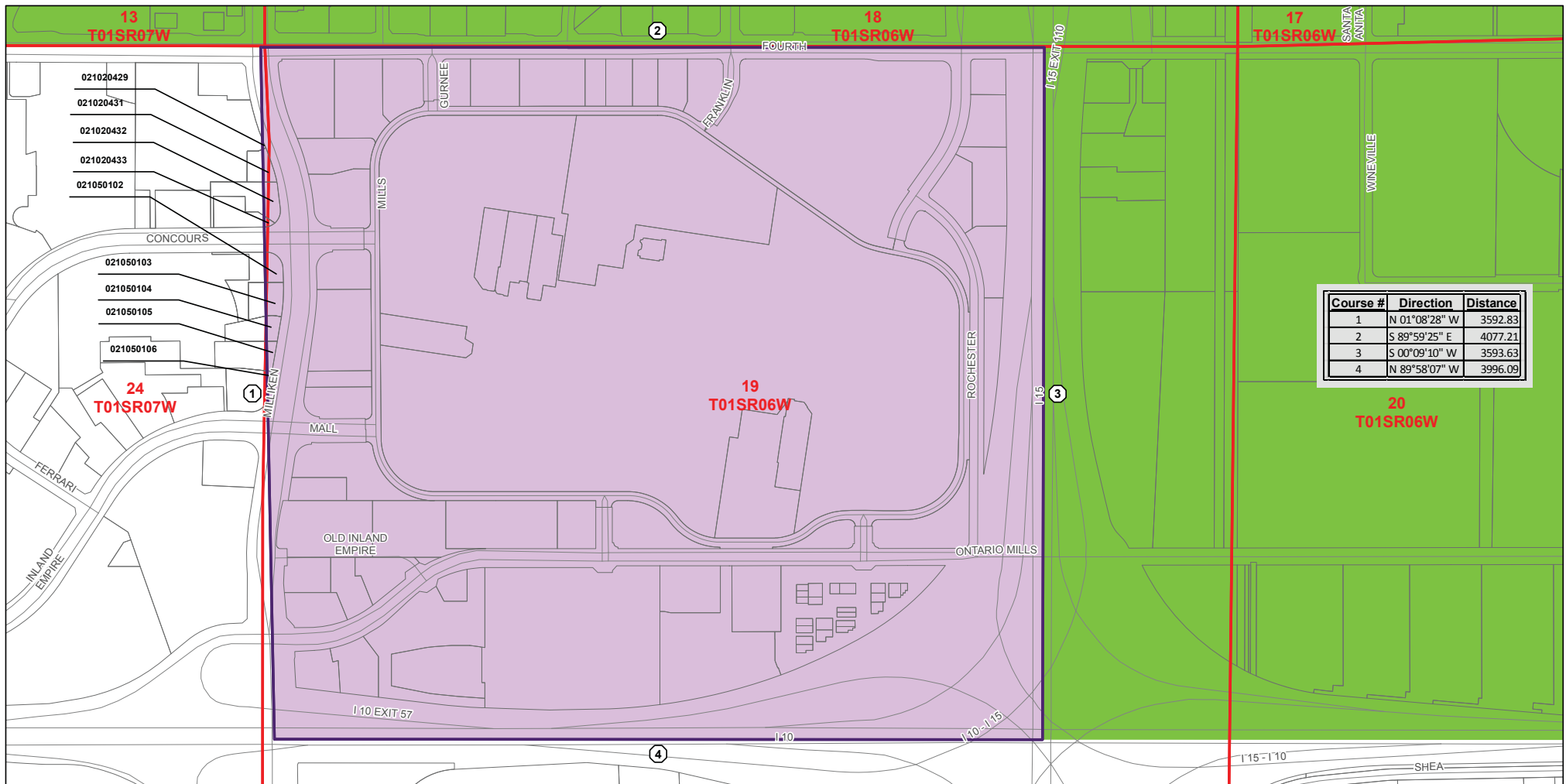
James I. Stone  
 Deputy County Surveyor  
 PLS 9075

06/27/2017

Date

Exp. 3/31/2018  
 Job Number 00147CPO - Revised June 27, 2017



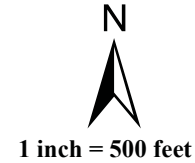
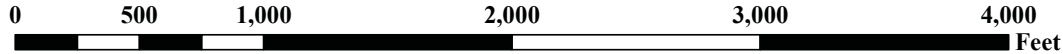


**LAFCO 3219**

# **Reorganization to Include Detachments from the Cucamonga Valley Water District**

Those Portions of Township 1 South, Range 7 West, Section 19 S.B.M., San Bernardino County, State of California.

- Detachment Area C  
Containing 332.96 Acres,  
More or Less
- Parcels
- Section Lines
- Existing Cucamonga Valley  
Water District Boundary
- APN Assessors Parcel Number
- # Course Number



THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION



*James I. Stone*  
James I. Stone  
Deputy County Surveyor  
PLS 9075

06/27/2017

Date

Exp. 3/31/2018  
Job Number 00147CP0 - Revised June 27, 2017

**SHEET 5 OF 5**

**Cucamonga Valley Water  
District Application and Plan  
for Service**

**Attachment 2**

## SAN BERNARDINO LAFCO APPLICATION AND PRELIMINARY ENVIRONMENTAL DESCRIPTION FORM

**INTRODUCTION:** The questions on this form and its supplements are designed to obtain enough data about the application to allow the San Bernardino LAFCO, its staff and others to adequately assess the proposal. By taking the time to fully respond to the questions on the forms, you can reduce the processing time for your proposal. You may also include any additional information which you believe is pertinent. Use additional sheets where necessary, or attach any relevant documents.

### GENERAL INFORMATION

1. NAME OF PROPOSAL: Detach three areas (Area A, B(B1,B2&B3)&C-Refer Exhibit) from Cucamonga Valley Water District (CVWD, District) as per Resolution No. 2017-3-4.
  
2. NAME OF APPLICANT: Cucamonga Valley Water District  
 APPLICANT TYPE:    ☐ Landowner                      ☒ Local Agency  
                                  ☐ Registered Voter            ☐ Other \_\_\_\_\_  
 MAILING ADDRESS:  
10440 Ashford St  
Rancho Cucamonga CA 91730  
 PHONE:            (909) 987-2591  
 FAX:                (909) 476-7031  
 E-MAIL ADDRESS: \_\_\_\_\_
  
3. GENERAL LOCATION OF PROPOSAL: The detachment areas are located in City of Ontario (City). The portions of Township 1 South, Range 6 West, Section 19 and Township 1 South, Range 7 West, Sections 8, 16, 17 & 23
  
4. Does the application possess 100% written consent of each landowner in the subject territory?  
 YES ☐ NO ☒ If YES, provide written authorization for change.
  
5. Indicate the reason(s) that the proposed action has been requested. The proposed detachment areas (Area "A", "B(B1,B2&B3)" & "C") are in City of Ontario and the City provides both water and sewer services. CVWD do not offer any services to the customers in these areas  
CVWD doesn't provide water or sewer services to the customers in the these three areas (Area "A", "B(B1,B2&B3)" & "C") and hence request the detachment of the areas from the District boundary. CVWD serves water to 33 single family residences and 1 mobile home park in Area "A". These areas are excluded from the detachment and CVWD will continue water services for these customers. City of Ontario provides sewer services to these exclusion areas and will continue to serve sewer.



**LAND USE AND DEVELOPMENT POTENTIAL**

1. Total land area of subject territory (defined in acres): Three areas to detach. Refer attached Exhibit; Area A-747.85 Acres, Area B (B1, B2, B3)-56.63 Acres & Area C-332.96 Acres.  
TOTAL AREA: 1137.44 ACRES more or less
2. Current dwelling units within area classified by type (single-family residential, multi-family [duplex, four-plex, 10-unit], apartments) Area A consists of approximately 1,625 Single Family Units(SF) (1,604 DU@1.3% vacancy rate), 220 Multi-Family Units (208 DU @5.6% vacancy rate)  
Area B approximately 173 SF (171DU) & Area C is mainly commercial (Ontario Mills - Specific Plan)
3. Approximate current population within area:  
Approximate population 7200.

4. Indicate the General Plan designation(s) of the affected city (if any) and uses permitted by this designation(s):  
Area A is a combination of different zoning – Residential, School, Park and Commercial.  
Area B (B1, B2 & B3) is a combination of Specific Plan (Ontario Festival) and Commercial.  
Area C is a Specific Plan (Ontario Mills Mall).

San Bernardino County General Plan designation(s) and uses permitted by this designation(s):  
Not Applicable

5. Describe any special land use concerns expressed in the above plans. In addition, for a City Annexation or Reorganization, provide a discussion of the land use plan's consistency with the regional transportation plan as adopted pursuant to Government Code Section 65080 for the subject territory:

Not Applicable

6. Indicate the existing use of the subject territory.

Not Applicable

What is the proposed land use?

Not Applicable

7. Will the proposal require public services from any agency or district which is currently operating at or near capacity (including sewer, water, police, fire, or schools)? YES ☐ NO ☒ If YES, please explain.

8. On the following list, indicate if any portion of the territory contains the following by placing a checkmark next to the item:

<input type="checkbox"/> Agricultural Land Uses	<input type="checkbox"/> Agricultural Preserve Designation
<input type="checkbox"/> Williamson Act Contract	<input type="checkbox"/> Area where Special Permits are Required
<input type="checkbox"/> Any other unusual features of the area or permits required: _____	
<u>None</u>	

9. Provide a narrative response to the following factor of consideration as identified in §56668(p):  
*The extent to which the proposal will promote environmental justice. As used in this subdivision, "environmental justice" means the fair treatment of people of all races, cultures, and incomes with respect to the location of public facilities and the provision of public services:*

CVWD will continue to provide water services to the exclusion areas within Area "A" and City of Ontario will continue to provide sewer services. City of Ontario currently serves both water and sewer to detachment areas "A", "B(B1,B2&B3)" & "C" and will continue to serve any future developments within these areas.

### **ENVIRONMENTAL INFORMATION**

1. Provide general description of topography. Area A is fairly flat area. The contours changes from 170' in north to 1040' in south and the slope is around 1.4%. Area A is mainly residential with schools and a Trailer Park. Area B is fairly flat area, with 1010' on north to 980' to south and around 1.1% slope. It consists of portion of Guasti Park, specific plan and office area. Area C is also fairly flat area and varies from 1030' in north to 990' in south.
2. Describe any existing improvements on the subject territory as % of total area Detachment Areas "A", "B" & "C"
- |                        |                        |
|------------------------|------------------------|
| Area A=66% B=24% C=0%  | Area A=0% B=0% C=0%    |
| Residential _____ %    | Agricultural _____ %   |
| Area A=11% B=10% C=99% | Area A=22% B=52% C=1%  |
| Commercial _____ %     | Vacant _____ %         |
| Area A=0.2% B=0% C=0%  | Area A=1.3% B=14% C=0% |
| Industrial _____ %     | Other _____ %          |
|                        | (Open Space)           |
3. Describe the surrounding land uses:
- NORTH Area A- Residential. Area B-Open Space (Recreation). Area C- Commercial/Industrial
- EAST Area A-Residential. Area B-Residential/Park. Area C-Industrial
- SOUTH Area A-Residential. Area B-Commercial. Area C- Industrial/Civic
- WEST Area A-Residential. Area B- Open Space (Recreation)/Commercial. Area C-Commercial
4. Describe site alterations that will be produced by improvement projects associated with this proposed action (installation of water facilities, sewer facilities, grading, flow channelization, etc.).
- Proposed Detachment Areas "A", "B(B1,B2&B3)" & "C" are located in City of Ontario. Water and Sewer services are provided by the City and will continue to receive services from the City of Ontario. Any site alterations or new sewer or water connections will be provided by City of Ontario.

Exclusion Areas #1 & #2 are already developed and the District provide the water services hence does not anticipate any further development or future water connections.

5. Will service extensions accomplished by this proposal induce growth on this site? YES ☐  
NO ☐ Adjacent sites? YES ☐ NO ☐ Unincorporated ☐ Incorporated ☐

The proposal is to detach Areas "A", "B(B1,B2&B3)" & "C" from CVWD service area. City of Ontario currently provides water and sewer services for these areas. The exclusion areas in Area "A" is already developed and does not anticipate any further growth hence no further service extensions expected. This not applicable for this particular proposal.

6. Are there any existing out-of-agency service contracts/agreements within the area? YES ☐  
NO ☒ If YES, please identify.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Is this proposal a part of a larger project or series of projects? YES ☐ NO ☒ If YES, please explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### NOTICES

Please provide the names and addresses of persons who are to be furnished mailed notice of the hearing(s) and receive copies of the agenda and staff report.

NAME Martin E. Zvirbulis TELEPHONE NO. (909) 987-2591

ADDRESS: 10440 Ashford St, Rancho Cucamonga, CA 91730

NAME John Bosler TELEPHONE NO. (909) 987-2591

ADDRESS: 10440 Ashford St, Rancho Cucamonga, CA 91730

NAME Scott Burton TELEPHONE NO. (909) 395-2682

ADDRESS: 1425 S. Bon View Avenue, Ontario, CA 91761

### CERTIFICATION

As a part of this application, the City/Town of \_\_\_\_\_, or the Cucamonga Valley Water District/Agency, \_\_\_\_\_ (the applicant) and/or the \_\_\_\_\_ (real party in interest - landowner and/or registered voter of the application subject property) agree to defend, indemnify, hold harmless, promptly reimburse San Bernardino LAFCO for all reasonable expenses and attorney fees,

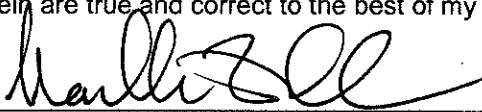
and release San Bernardino LAFCO, its agents, officers, attorneys, and employees from any claim, action, proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it.

This indemnification obligation shall include, but not be limited to, damages, penalties, fines and other costs imposed upon or incurred by San Bernardino LAFCO should San Bernardino LAFCO be named as a party in any litigation or administrative proceeding in connection with this application.

As the person signing this application, I will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I understand that if this application is approved, the Commission will impose a condition requiring the applicant and/or the real party in interest to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

I hereby certify that the statements furnished above and in the attached supplements and exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE 06/27/2017



Martin E. Zvirbulis

SIGNATURE

Printed Name of Applicant or Real Property in Interest  
(Landowner/Registered Voter of the Application Subject Property)

General Manager/CEO

Title and Affiliation (if applicable)

PLEASE CHECK SUPPLEMENTAL FORMS ATTACHED:

- ☒ ANNEXATION, DETACHMENT, REORGANIZATION SUPPLEMENT
- ☐ SPHERE OF INFLUENCE CHANGE SUPPLEMENT
- ☐ CITY INCORPORATION SUPPLEMENT
- ☐ FORMATION OF A SPECIAL DISTRICT SUPPLEMENT
- ☐ ACTIVATION OR DIVESTITURE OF FUNCTIONS AND/OR SERVICES FOR SPECIAL DISTRICTS SUPPLEMENT

## SUPPLEMENT

### ANNEXATION, DETACHMENT, REORGANIZATION PROPOSALS

**INTRODUCTION:** The questions on this form are designed to obtain data about the specific annexation, detachment and/or reorganization proposal to allow the San Bernardino LAFCO, its staff and others to adequately assess the proposal. You may also include any additional information which you believe is pertinent. Use additional sheets where necessary, and/or include any relevant documents.

1. Please identify the agencies involved in the proposal by proposed action:

ANNEXED TO

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---

DETACHED FROM

---

Cucamonga Valley Water District

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2. For a city annexation, State law requires pre-zoning of the territory proposed for annexation. Provide a response to the following:

a. Has pre-zoning been completed? YES ☐ NO ☐

b. If the response to "a" is NO, is the area in the process of pre-zoning? YES ☐ NO ☐

Identify below the pre-zoning classification, title, and densities permitted. If the pre-zoning process is underway, identify the timing for completion of the process.

Not Applicable

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3. For a city annexation, would the proposal create a totally or substantially surrounded island of unincorporated territory?

YES ☐ NO ☐ If YES, please provide a written justification for the proposed boundary configuration.

Not Applicable

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4. Will the territory proposed for change be subject to any new or additional special taxes, any new assessment districts, or fees?

No

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5. Will the territory be relieved of any existing special taxes, assessments, district charges or fees required by the agencies to be detached?

No

6. If a Williamson Act Contract(s) exists within the area proposed for annexation to a City, please provide a copy of the original contract, the notice of non-renewal (if appropriate) and any protest to the contract filed with the County by the City. Please provide an outline of the City's anticipated actions with regard to this contract.

Not Applicable

7. Provide a description of how the proposed change will assist the annexing agency in achieving its fair share of regional housing needs as determined by SCAG.

Not Applicable

8. **PLAN FOR SERVICES:**

For each item identified for a change in service provider, a narrative "Plan for Service" (required by Government Code Section 56653) must be submitted. This plan shall, at a minimum, respond to each of the following questions and be signed and certified by an official of the annexing agency or agencies.

- A. A description of the level and range of each service to be provided to the affected territory.
- B. An indication of when the service can be feasibly extended to the affected territory.
- C. An identification of any improvement or upgrading of structures, roads, water or sewer facilities, other infrastructure, or other conditions the affected agency would impose upon the affected territory.
- D. The Plan shall include a Fiscal Impact Analysis which shows the estimated cost of extending the service and a description of how the service or required improvements will be financed. The Fiscal Impact Analysis shall provide, at a minimum, a five (5)-year projection of revenues and expenditures. A narrative discussion of the sufficiency of revenues for anticipated service extensions and operations is required.

- E. An indication of whether the annexing territory is, or will be, proposed for inclusion within an existing or proposed improvement zone/district, redevelopment area, assessment district, or community facilities district.
- F. If retail water service is to be provided through this change, provide a description of the timely availability of water for projected needs within the area based upon factors identified in Government Code Section 65352.5 (as required by Government Code Section 56668(k)).

### **CERTIFICATION**

As a part of this application, the City/Town of \_\_\_\_\_, or the Cucamonga Valley Water District/Agency, \_\_\_\_\_ (the applicant) and/or the \_\_\_\_\_ (real party in interest - landowner and/or registered voter of the application subject property) agree to defend, indemnify, hold harmless, promptly reimburse San Bernardino LAFCO for all reasonable expenses and attorney fees, and release San Bernardino LAFCO, its agents, officers, attorneys, and employees from any claim, action, proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it.

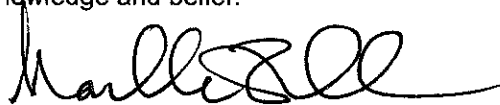
This indemnification obligation shall include, but not be limited to, damages, penalties, fines and other costs imposed upon or incurred by San Bernardino LAFCO should San Bernardino LAFCO be named as a party in any litigation or administrative proceeding in connection with this application.

As the person signing this application, I will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I understand that if this application is approved, the Commission will impose a condition requiring the applicant and/or the real party in interest to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

As the proponent, I acknowledge that annexation to the City/Town of \_\_\_\_\_ or the Cucamonga Valley Water District/Agency may result in the imposition of taxes, fees, and assessments existing within the (city or district) on the effective date of the change of organization. I hereby waive any rights I may have under Articles XIII C and XIII D of the State Constitution (Proposition 218) to a hearing, assessment ballot processing or an election on those existing taxes, fees and assessments.

I hereby certify that the statements furnished above and the documents attached to this form present the data and information required to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE 6/27/2017



SIGNATURE

Martin E. Zvirbulis

Printed Name of Applicant or Real Property in Interest  
(Landowner/Registered Voter of the Application Subject Property)

General Manager/CEO

Title and Affiliation (if applicable)

**Martin E. Zvirbulis**  
Secretary / General Manager/CEO

June 27, 2017

Kathleen Rollings-McDonald  
Executive Officer  
San Bernardino County LAFCO  
215 North "D" Street, Suite 204  
San Bernardino, CA 92415-0490

RECEIVED  
JUN 29 2017

LAFCO  
San Bernardino County

Dear Ms. Rollings-McDonald,

This letter is to certify the attached 'Plan of Services' for the detachment areas as well as exclusion areas defined in the proposal. As required by LAFCO 'Annexations and Supplement' application form this defines 'Plan for Services' (item no: 8) and responds to the following;

- A. A description of the level and range of each service to be provided to the affected territory.
- B. An indication of when the service can be feasibly extended to the affected territory.
- C. An identification of any improvement or upgrading of structures, roads, water or sewer facilities, other infrastructure, or other conditions the affected agency would impose upon the affected territory.
- D. The plan shall include a Fiscal Impact Analysis which shows the estimated cost of extending the service and a description of how the service or required improvements will be financed. The Fiscal Impact Analysis shall provide, at a minimum, a five (5)-year projection of revenues and expenditures. A narrative discussion of the sufficiency of revenues for anticipated service extensions and operations is required.
- E. An indication of whether the annexing territory is, or will be, proposed for inclusion within an existing or proposed improvement zone/district, redevelopment area, assessment district, or community facilities district.
- F. If retail water service is to be provided through this change, provide a description of the timely availability of water for projected needs within the area based upon factors identified in Government Code Section 65352.5 (as required by Government Code Section 56668(k)).

If you have any questions, please contact Braden Yu at (909) 987-2591.

Sincerely,



Martin E. Zvirbulis, P.E.  
General Manager/CEO

Attachment: Plan for Services



## PLAN FOR SERVICES

### Detachment Areas: Area "A", Area "B (B1, B2&B3)" & Area "C"

- A. A description of the level and range of each service to be provided to the affected territory.

The proposed detachment areas (Area "A", Area "B (B1, B2&B3)" & Area "C") are located within the city limits of the City of Ontario. Cucamonga Valley Water District ("CVWD", "District") does not provide water or sewer services for these areas. Proposed detachment areas will continue to receive water and sewer services from the City of Ontario.

- B. An indication of when the service can be feasibly extended to the affected territory.

City of Ontario provides water and sewer services for the affected territory and this is not applicable to the District. City of Ontario will provide water and sewer services to any future development within these areas.

- C. An identification of any improvement or upgrading of structures, roads, water or sewer facilities, other infrastructure, or other conditions the affected agency would impose upon the affected territory.

City of Ontario provides water and sewer services for the affected territory and this is not applicable to the District.

- D. The Plan shall include a Fiscal Impact Analysis which shows the estimated cost of extending the service and a description of how the service or required improvements will be financed. The Fiscal Impact Analysis shall provide, at a minimum, a five (5)-year projection of revenues and expenditures. A narrative discussion of the sufficiency of revenues for anticipated service extensions and operations is required.

This is not applicable to the District.

- E. An indication of whether the annexing territory is, or will be, proposed for inclusion within an existing or proposed improvement zone/district, redevelopment area, assessment district, or community facilities district.

These are detachment areas hence not applicable.

- F. If retail water service is to be provided through this change, provide a description of the timely availability of water for projected needs within the area based upon factors

identified in Government Code Section 65352.5 (as required by Government Code Section 56668(k)).

As stated earlier City of Ontario provides water services along with sewer services and will continue to serve these areas hence not applicable for this proposal.

#### Exclusion Areas #1 & #2

- A. A description of the level and range of each service to be provided to the affected territory.

Two areas (Exclusion Areas #1 & #2) area excluded from proposed detachment Area "A". These exclusion areas are already developed with 33 single-family homes and a mobile home park and are currently receiving water services from the District. City of Ontario provides sewer services for these areas.

CVWD has been serving these customers for last 40 years and will continue to provide water services for these areas. CVWD has adequate onsite water infrastructure to serve these customers and are maintained on regular basis. The onsite water system consists of 10 inch, 8 inch diameter water mains on E 6th St & 6 inch diameter water mains on N Corona Ave, E Princeton St and 5<sup>th</sup> St. CVWD water system in the exclusion areas #1 & #2 are shown in the attached Figure 1.

- B. An indication of when the service can be feasibly extended to the affected territory.

These areas are already developed and the District provide water services hence does not anticipate any further development or future water connections. Hence, not applicable to the District

- C. An identification of any improvement or upgrading of structures, roads, water or sewer facilities, other infrastructure, or other conditions the affected agency would impose upon the affected territory.

This is not applicable to the District.

- D. The Plan shall include a Fiscal Impact Analysis which shows the estimated cost of extending the service and a description of how the service or required improvements will be financed. The Fiscal Impact Analysis shall provide, at a minimum, a five (5)-year projection of revenues and expenditures. A narrative discussion of the sufficiency of revenues for anticipated service extensions and operations is required.

The funding source for ongoing operating and maintenance costs would be by way of rates and charges that are billed to customers on bimonthly basis.

- E. An indication of whether the annexing territory is, or will be, proposed for inclusion within an existing or proposed improvement zone/district, redevelopment area, assessment district, or community facilities district.

The exclusion areas are not part of a new annexation and District provide water services, sewer services are provided by City of Ontario. This services will continue with no change. As stated earlier these areas are already developed and hence does not anticipate any future improvements.

- F. If retail water service is to be provided through this change, provide a description of the timely availability of water for projected needs within the area based upon factors identified in Government Code Section 65352.5 (as required by Government Code Section 56668(k)).

CVWD already provides water services to these exclusion areas and has adequate infrastructure to continue to serve these customers. The exclusion areas are already developed and build-out hence doesn't anticipate any future development or additional growth.



**Tom Dodson's  
Environmental Response for  
LAFCO 3219**

**Attachment 3**



**TOM DODSON & ASSOCIATES**  
2150 N. ARROWHEAD AVENUE  
SAN BERNARDINO, CA 92405  
TEL (909) 882-3612 • FAX (909) 882-7015  
E-MAIL tda@tdaenv.com



September 5, 2017

Ms. Kathleen Rollings-McDonald  
Local Agency Formation Commission  
215 North "D" Street, Suite 204  
San Bernardino, CA 92415-0490



Dear Kathy:

LAFCO 3219 consists of a request for a Reorganization by the Cucamonga Valley Water District (District) to detach approximately 1,111 acres of area that it currently does not serve in the City of Ontario. The territory proposed for reorganization/detachment includes five separate areas generally described as follows:

1. Area A includes a portion of land with the City of Ontario encompassing approximately 747.85 acres generally located south of Eighth Street, west of Vineyard Avenue, north of Fourth Street, and west of a combination of Grove Avenue, Fifth and Sixth Streets, parcel lines, and a portion of the Metrolink right-of-way. Area A has two exclusion areas encompassing a total of approximately 30 acres described as follows: Exclusion Area 1 includes the entirety of the Fernwood Mobile Home Community; and Exclusion Area 2 includes a portion of Princeton Street located east and west of Corona Avenue.
2. Area B includes three separate areas that are in close proximity to each other located within the City of Ontario encompassing a total of approximately 56.63 acres. Area B1 is generally located north of Inland Empire Boulevard, west of Archibald Avenue, and east of Turner Avenue. Area B2 is located at the southeast corner of Inland Empire Boulevard and Archibald Avenue. Area B3 is a small separate area lying along the east side of Turner Avenue, just north of Inland Empire Boulevard.
3. Area C includes the Ontario Mills Shopping Mall located in the City of Ontario encompassing approximately 333 acres. The area is generally located south of Fourth Street, west of the I-15 Freeway, north of the I-10 Freeway and east of Milliken Avenue.

If LAFCO 3219 is approved by the Commission, the identified areas would be detached from the District and the City of Ontario will continue to provide water and/or sewer service to these properties. Based on the above proposal, the proposed reorganization would allow the District to detach the project areas from its area of responsibility. Thus, in this case the existing serving agency will continue to provide water and/or sewer service. The approval of LAFCO 3219 does not appear to have any potential to significantly alter the existing physical environment in any manner different from the existing environmental circumstance.

Therefore, I recommend that the Commission find that a Statutory Exemption (General Rule), as defined in CEQA under Section 15061 (b) (3) of the State CEQA Guidelines, applies to LAFCO 3219. This Section states: *"A project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."* It is my opinion and recommendation to the Commission that this circumstance applies to LAFCO 3219.

Based on this review of LAFCO 3219 and the pertinent sections of CEQA and the State CEQA Guidelines, I conclude that the proposed LAFCO action does not constitute a project under CEQA and adoption of the Statutory Exemption and filing of a Notice of Exemption is the most appropriate environmental determination to comply with CEQA for this action. The Commission can approve the review and findings for this action and I recommend that you notice LAFCO 3219 as statutorily exempt from CEQA for the reasons outlined in the State CEQA Guideline sections cited above. The Commission needs to file a Notice of Exemption with the County Clerk to the Board for this action once the hearing is completed and assuming LAFCO 3219 is approved.

A copy of this exemption recommendation should be retained in LAFCO' s project file to serve as verification of this evaluation and as the CEQA environmental determination record. If you have any questions, please feel free to give me a call.

Sincerely,



Tom Dodson

# **Draft Resolution No. 3250**

**Attachment 4**



**PROPOSAL NO.: LAFCO 3219**

**HEARING DATE: SEPTEMBER 20, 2017**

**RESOLUTION NO. 3250**

**A RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY MAKING DETERMINATIONS ON LAFCO 3219 AND APPROVING THE REORGANIZATION TO INCLUDE DETACHMENTS FROM CUCAMONGA VALLEY WATER DISTRICT. The reorganization includes five separate areas encompassing a total of approximately 1,111 acres.**

**On motion of Commissioner \_\_\_\_\_, duly seconded by Commissioner \_\_\_\_\_, and carried, the Local Agency Formation Commission adopts the following resolution:**

**WHEREAS**, an application for the proposed reorganization in the County of San Bernardino was filed with the Executive Officer of this Local Agency Formation Commission (hereinafter referred to as "the Commission") in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Sections 56000 et seq.), and the Executive Officer has examined the application and executed her certificate in accordance with law, determining and certifying that the filings are sufficient; and,

**WHEREAS**, at the times and in the form and manner provided by law, the Executive Officer has given notice of the public hearing by the Commission on this matter; and,

**WHEREAS**, the Executive Officer has reviewed available information and prepared a report including her recommendations thereon, the filings and report and related information having been presented to and considered by this Commission; and,

**WHEREAS**, the public hearing by this Commission was called for September 20, 2017 at the time and place specified in the notice of public hearing; and,

**WHEREAS**, at the hearing, this Commission heard and received all oral and written support and/or opposition; the Commission considered all plans and proposed changes of organization, objections and evidence which were made, presented, or filed; it received evidence as to whether the territory is inhabited or uninhabited, improved or unimproved;

## RESOLUTION NO. 3250

and all persons present were given an opportunity to hear and be heard in respect to any matter relating to the application, in evidence presented at the hearing.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commission does hereby determine, find, resolve, and order as follows:

### **DETERMINATIONS:**

**SECTION 1.** The proposal is approved subject to the terms and conditions hereinafter specified:

### **CONDITIONS:**

**Condition No. 1.** The boundaries of this change of organization are approved as set forth in Exhibits "A" and "A-1" attached;

**Condition No. 2.** The following distinctive short-form designation shall be used through this proceeding: LAFCO 3219;

**Condition No. 3.** The date of issuance of the Certification of Completion shall be the effective date of the reorganization;

**Condition No. 4.** The Cucamonga Valley Water District shall indemnify, defend, and hold harmless the Local Agency Formation Commission for San Bernardino County from any legal expense, legal action, or judgment arising out of the Commission's approval of this proposal, including any reimbursement of legal fees and costs incurred by the Commission.

**SECTION 2. DETERMINATIONS.** The following determinations are noted in conformance with Commission policy and Government Code Section 56668:

1. The reorganization proposal is legally inhabited with 3,579 registered voters as certified by the Registrar of Voters as of August 15, 2017.
2. The County Assessor's Office has determined that the total assessed value of land and improvements within the reorganization area is \$1,303,603,645 (land--\$361,012,042; improvements--\$942,591,603) as of June 19, 2017.
3. The areas proposed for detachment are not within the sphere of influence assigned the Cucamonga Valley Water District.
4. Notice of this hearing was published as required by law in the *Inland Valley Daily Bulletin*, a newspaper of general circulation within the reorganization area. As required by State law and Commission policy a 1/8<sup>th</sup> page legal ad was provided in compliance with the provisions of Government Code Section 56157. Individual notices were provided to all affected and interested agencies, County departments and those individuals and agencies requesting special notice. Comments from registered voters and any affected local agency have been reviewed and considered by the Commission in making its determination.

## RESOLUTION NO. 3250

5. The City of Ontario's land use designation for the reorganization area includes a full range of land uses including residential, retail/service (commercial), public schools, mixed-use (Ontario Festival Specific Plan and Ontario Mills Specific Plan), and other land uses. LAFCO 3219 has no direct effect on the City of Ontario's General Plan land use designations assigned for the area.
6. The Southern California Associated Governments (SCAG) adopted its 2016-2040 Regional Transportation Plan and Sustainable Communities Strategy pursuant to Government Code Section 65080. The detachment of the proposal areas from Cucamonga Valley Water District have no direct impact on SCAG's Regional Transportation Plan.
7. The Local Agency Formation Commission has determined that this proposal is statutorily exempt from the California Environmental Quality Act (CEQA). This recommendation is based on the finding that the proposal has no potential to cause any adverse effect on the environment since the delivery of water and/or sewer services will continue to be provided by the existing service provider, which will not result in any physical impacts on the environment. The Commission certifies it has reviewed and considered the environmental recommendation and finds that, without any identifiable physical changes, this proposal does not constitute a project and is not subject to environmental review under the provisions of the State CEQA Guidelines Section 15061(b)(3).

The Commission adopted the Statutory Exemption and directed its Executive Officer to file a Notice of Exemption within five (5) days with the San Bernardino County Clerk of the Board of Supervisors.

8. The local agencies currently serving the area are: City of Ontario, Cucamonga Valley Water District, Chino Basin Water Conservation District, Inland Empire Resource Conservation District, West Valley Mosquito and Vector Control District, Inland Empire Utilities Agency and its Improvement District No. C, and the Metropolitan Water District of Southern California.

The only affected agency is Cucamonga Valley Water District. The areas being detached from Cucamonga Valley Water District will remain within the City of Ontario.

9. A plan for services was submitted as required by law. The Plan for Service has been reviewed and compared with the standards established by the Commission and the factors contained within Government Code Section 56668. The Commission finds that such Plan for Service submitted conform to those adopted standards and requirements and show that the level of service will continue following detachment

It is the Commission's understanding that the Cucamonga Valley Water District and the City of Ontario will continue their negotiations on eventually transferring over to the City the District's service responsibilities within Exclusion Areas 1 and 2 and

## RESOLUTION NO. 3250

ultimately detaching said exclusion areas from the District's boundaries at some point in the future.

10. The District has not provided water and/or sewer services to the areas being detached but has overlain the reorganization area without benefit to the landowners and/or registered voters within LAFCO 3219. The areas proposed for detachment will benefit from the removal of the District's boundary where it does not provide any services.
11. This proposal will not affect the fair share allocation of the regional housing needs assigned to the City of Ontario through the Southern California Association of Government's (SCAG) Regional Housing Needs Allocation (RHNA) process since the areas being detached from Cucamonga Valley Water District are already within the City of Ontario.
12. With respect to environmental justice, the reorganization proposal—which does not change the provision of water and/or sewer services by the City of Ontario to the reorganization area—will not result in the unfair treatment of any person based on race, culture or income.
13. The County of San Bernardino (on behalf of the Cucamonga Valley Water District) adopted a resolution indicating no transfer of property tax revenues would be required. This negotiated agreement fulfills the requirements of Section 99 of the Revenue and Taxation Code.
14. The map and legal description prepared by the County Surveyor are in substantial compliance with LAFCO and State standards.

**SECTION 3.** Approval by the Local Agency Formation Commission indicates that completion of this proposal would accomplish the proposed change or organization in a reasonable manner with a maximum chance of success and a minimum disruption of service to the functions of other local agencies in the area.

**SECTION 4.** The Executive Officer is hereby authorized and directed to mail certified copies of this resolution in the manner provided by Section 56882 of the Government Code.

**SECTION 5.** The Commission hereby directs that following completion of the reconsideration period specified by Government Code Section 56895(b), the Executive Officer is hereby directed to initiate protest proceedings in compliance with this resolution and State law (Part 4, commencing with Government Code Section 57000), provide for a 21-day protest proceeding, set the matter for consideration of the protest proceedings, and provide notice of the hearing pursuant to Government Code Section 57025 and 57026.

**SECTION 6.** Upon conclusion of the protest proceedings, the Executive Officer shall adopt a resolution setting forth her determination on the levels of protest filed and not withdrawn and setting forth the action on the proposal considered.

**SECTION 7.** Upon adoption of the final resolution by the Executive Officer, either a Certificate of Completion or a Certificate of Termination, as required by Government Code

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Sections 57176 through 57203, and a Statement of Boundary Change, as required by Government Code Section 57204, shall be prepared and filed for the proposal.

**THIS ACTION APPROVED AND ADOPTED by the Local Agency Formation Commission for San Bernardino County by the following vote:**

**AYES: COMMISSIONERS:**

**NOES: COMMISSIONERS:**

**ABSENT: COMMISSIONERS:**

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**STATE OF CALIFORNIA**

**COUNTY OF SAN BERNARDINO**

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) ss.  
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I, KATHLEEN ROLLINGS-MCDONALD, Executive Officer of the Local Agency Formation Commission for San Bernardino County, California, do hereby certify this record to be a full, true, and correct copy of the action taken by said Commission by vote of the members present as the same appears in the Official Minutes of said Commission at its regular meeting of September 20, 2017.

**DATED:**

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**KATHLEEN ROLLINGS-MCDONALD**  
Executive Officer

# LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

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**DATE :** SEPTEMBER 11, 2017

**FROM:** KATHLEEN ROLLINGS-McDONALD, Executive Officer 

**TO:** LOCAL AGENCY FORMATION COMMISSION

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**SUBJECT:** AGENDA ITEM 10: APPOINTMENT OF VOTING DELEGATE FOR  
CALAFCO BUSINESS MEETING AND CAUCUS DELEGATE

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## RECOMMENDATION:

Staff recommends that the Commission select the following voting delegates for the Southern Region Caucus for CALAFCO Board of Directors and Business Meeting:

1. Kimberly Cox, primary
2. Kathleen Rollings-McDonald, alternate

## BACKGROUND:

At the CALAFCO Annual Conference elections will occur for the Southern Region representatives on the Board of Directors. The positions up for election are Board of Supervisor and Special District representatives. The position will be for a two year term.

Pursuant to CALAFCO bylaws the voting delegates for the regional caucuses must be forwarded to the CALAFCO Executive Director prior to the opening of the Annual Conference. Therefore, LAFCO staff is recommending that the Commission designate:

1. Chair Cox as the voting delegate.
2. Executive Officer Kathleen Rollings-McDonald as the alternate voting delegate.

Discussions at the Southern Region meeting held August 28 identified the candidates for the open seats which are: County member – Mike Kelley, Imperial County Supervisor (incumbent) and Special District member Jo Mackenzie, San Diego LAFCO Special District member with Jerry Gladbach, Los Angeles LAFCO, as the alternate representative. No alternate candidate was identified at the Southern Region meeting for the Supervisorial member.

Staff will be happy to answer any questions prior to or at the hearing.

KRM