

AGENDA

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

**MAIN AUDITORIUM - NORTON REGIONAL EVENT CENTER
1601 E. 3rd STREET, SAN BERNARDINO, CA**

REGULAR MEETING OF JULY 15, 2026

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

ANNOUNCEMENT:

The Political Reform Act requires the disclosure of campaign contributions made to any member of the Commission. Any applicant seeking a change of organization/reorganization or approval of a contract/agreement, any financially interested person who actively supports or opposes any such item, or any agent representing an applicant or interested party on any such item, who has made a contribution of more than \$500 in the past 12 months to any member of the Commission must state for the record the amount and the name of the Commissioner to whom the contribution was made and the item to which they are involved. If you are affected, please contact LAFCO staff prior to consideration of the item.

1. Comments from the Public
(By Commission policy, the public comment period is limited to three minutes per person for comments related to other items under the jurisdiction of LAFCO not on the agenda.)

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.

2. [Approval of Minutes for Regular Meeting of May 20, 2026](#)
3. [Approval of Executive Officer's Expense Report](#)
4. [Ratify Payments as Reconciled and Note Cash Receipts for the Months of April and May 2026](#)
5. [Approval of Records Destruction Pursuant to Commission Records Retention Policy](#)
6. [Review and Update the Catalog Enterprise Systems per Government Code Section 6270.5](#)
7. [Approval of First Amendment to the Memorandum of Understanding \(MOU\) for the Alliance of LAFCOs](#)
8. [Consideration of: \(1\) CEQA Exemption as CEQA Lead Agency for LAFCO SC#560; and \(2\) LAFCO SC#560 – City of San Bernardino Irrevocable Agreement to Annex No. 2026-387 for Sewer Service \(APN 0267-151-39\)](#)

9. Consideration of: (1) CEQA Exemption as CEQA Lead Agency for LAFCO SC#562; and (2) LAFCO SC#562 – City of Redlands OSC 26-01 for Water Service (APN 0302-152-06)
10. Consent Items Deferred for Discussion

DISCUSSION ITEMS:

11. Workshop Session: LAFCO 3282 – Countywide Service Review for Local Park and Recreation
12. Unaudited Year-End Financial Report for Fiscal Year 2025/26

INFORMATION ITEMS:

13. Legislative Update Report
14. Executive Officer's Report
15. 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.

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 1601 E. 3rd Street, Suite 102, San Bernardino, during normal business hours, on the LAFCO website at www.sbclafco.org.

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 or at 1-866-ASK-FPPC (1-866-275-3772).

A person with a disability or with limited English proficiency 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 or language interpretation accommodations, including auxiliary aids or services, to participate in the public meeting. Later requests will be accommodated to the extent feasible.

DRAFT
**ACTION MINUTES OF THE
LOCAL AGENCY FORMATION COMMISSION
FOR SAN BERNARDINO COUNTY**

REGULAR MEETING

9:00 A.M.

May 20, 2026

PRESENT:

COMMISSIONERS:

Regular Member

Joe Baca Jr.
Jim Bagley, Vice Chair
Kimberly Cox
Phill Dupper
Steven Farrell, Chair
Curt Hagman

Alternate Member

Rick Denison
Jim Harvey
Kevin Kenley

STAFF:

Samuel Martinez, Executive Officer
Paula de Sousa, Legal Counsel
Michael Tuerpe, Assistant Executive Officer
Gavin Centeno, Project Manager/Clerk to the Commission
Arturo Pastor, Analyst
Tom Dodson, Environmental Consultant

ABSENT:

COMMISSIONERS:

Regular Member

Acquanetta Warren

Alternate Member

Jesse Armendarez

**CONVENE REGULAR MEETING OF THE LOCAL AGENCY FORMATION COMMISSION –
9:04 A.M. – CALL TO ORDER – FLAG SALUTE AND ROLL CALL**

1. Swear in Regular and Alternate City and Special Districts Commissioners

Executive Officer Samuel Martinez states that the City Selection Committee reappointed Phill Dupper as the Regular City Member and Rick Denison as the Alternate City Member. Executive Officer Martinez also states that the Special Districts Selection Committee nominated and reappointed, since there were no other nominations, Steve Farrell as the Regular Special Districts Member and Kevin Kenley as the Alternate Special Districts Member.

Project Manager/Commission Clerk administers the Oath of Office for Phill Dupper, Rick Denison, Steven Farrell, and Kevin Kenley.

2. Interview and Select Public Member

*The Commission interviews the following Regular Public Member candidates:
Louisa Amis*

*Jim Bagley
Rene Guzman*

Commissioner Dupper moves to select Jim Bagley as the Regular Public Member. Second by Commissioner Denison. The motion passes with the following roll call vote:

*Ayes: Baca Jr., Cox, Denison, Dupper, Farrell, and Hagman.
Noes: None.
Abstain: None.
Absent: Warren (Denison voting in her stead).*

Project Manager/Commission Clerk administers the Oath of Office for Jim Bagley.

Commissioner Bagley takes his place on the dais at 9:16 a.m.

3. Selection of Chair & Vice Chair

Commissioner Cox moves to approve the reappointment of Commissioner Farrell as Chair and Commissioner Bagley as Vice Chair. Second by Commissioner Dupper. Commissioner Cox also moves to close the nomination. Second by Commissioner Dupper. The motion passes with the following roll call vote:

*Ayes: Baca Jr., Bagley, Cox, Denison, Dupper, Farrell, and Hagman.
Noes: None.
Abstain: None.
Absent: Warren (Denison voting in her stead).*

ANNOUNCEMENT OF CONTRIBUTIONS

4. Comments from the Public

There are none.

CONSENT ITEMS:

5. Approval of Minutes for Regular Meeting of April 15, 2026

6. Approval of Executive Officer's Expense Report

Recommendation: Approve the Executive Officer's Expense Report for Procurement Card Purchases from March 24, 2026, to April 22, 2026.

7. Ratify Payments as Reconciled for the Month of March 2026 and Note Revenue Receipts

Recommendation: Ratify payments as reconciled for the month of March 2025 and note revenue receipts for the same period.

8. Consideration of: (1) CEQA Exemption as CEQA Lead Agency for LAFCO SC#557; and (2) LAFCO SC#557 – City of Colton Extra-Territorial Sewer Service Agreement (Assessor Parcel Number 0274-131-59)

Recommendation: Staff recommends that the Commission approve LAFCO SC#557 by taking the following actions:

1. Certify that LAFCO SC#557 is exempt from environmental review and direct the Executive Officer to file a Notice of Exemption within five (5) days of this action.
2. Approve LAFCO SC#557 authorizing the City of Colton to extend sewer service outside its boundaries to Assessor Parcel Number 0274-131-59.
3. Adopt LAFCO Resolution No. 3435 setting forth the Commission's determinations and approval of the agreement for service outside the City of Colton's boundaries.

9. Consideration of: (1) CEQA Exemption as CEQA Lead Agency for LAFCO SC#558; and (2) LAFCO SC#558 – City of Chino Covenant Agreement to Annex for Sanitary Sewer Connection (Assessor Parcel Number 1019-272-06)

Recommendation: Staff recommends that the Commission approve LAFCO SC#558 by taking the following actions:

1. Certify that LAFCO SC#558 is exempt from environmental review and direct the Executive Officer to file a Notice of Exemption within five (5) days of this action.
2. Approve LAFCO SC#558 authorizing the City of Chino to extend sewer service outside its boundaries to Assessor Parcel Number 1019-272-06.
3. Adopt LAFCO Resolution No. 3436 setting forth the Commission's determinations and approval of the agreement for service outside the City of Chino's boundaries.

10. Consent Items Deferred for Discussion

None.

Commissioner Baca Jr. moves the approval of the Consent Items. Second by Commissioner Dupper. The motion passes with the following roll call vote:

Ayes: Baca Jr., Bagley, Cox, Denison, Dupper, Farrell, and Hagman.

Noes: None.

Abstain: None.

Absent: Warren (Denison voting in her stead).

PUBLIC HEARING ITEMS:

11. Status of Vacancies, Recruitment, and Retention Pursuant to Government Code Section 3502.3

Recommendation: Staff recommends that the Commission receive and file the report.

Chair Farrell opens the public hearing.

There are no oral or written comments from the public on the item.

Chair Farrell closes the public hearing and states the item is to receive and file the report.

Commissioner Dupper leaves dais at 9:26 a.m.

12. Review and Adoption of Amendments to LAFCO Policy and Procedure Manual Section III (Human Resources)

Recommendation: Staff recommends that the Commission take the following actions:

1. Provide staff with any additional changes, corrections, or amendments to the Policy and Procedure Manual as presented;
2. Adopt the amendments to the Policy and Procedure Manual, Section III (Human Resources) and notify County Payroll of the Commission's resetting of its salary schedule (as well as elimination of all salary grade numbers associated with each position) and the established formula for future adjustments; and
3. Adopt Resolution No. 3437 approving the amendments to the Policy and Procedure Manual and direct the Executive Officer to publish the amended Manual on the Commission's website.

Chair Farrell opens the public hearing.

There are no oral or written comments from the public on the item.

Chair Farrell closes the public hearing.

Commissioner Cox moves to approve staff recommendations. Second by Commissioner Hagman. The motion passes with the following roll call vote:

Ayes: Baca Jr., Bagley, Cox, Denison, Farrell, and Hagman.

Noes: None.

Abstain: None.

Absent: Dupper and Warren (Denison voting in her stead).

13. Consideration of: (1) CEQA Statutory Exemption for Schedule of Fees, Deposits, and Charges Revisions; and (2) Review and Adoption of Schedule of Fees, Deposits, and Charges Effective July 1, 2026

Recommendation: Staff recommends that the Commission take the following actions related to the Proposed Schedule of Fees, Deposits and Charges for Fiscal Year 2026/27:

1. For environmental review:
 - a. Make the findings required by Section 21080(b)(8) of the CEQA and Section 15273(c) of the CEQA Guidelines as follows:
 - i. Filing and processing fees are authorized by Government Code Section 56383 to cover the estimated reasonable cost of providing the service; and,

- ii. The rates and charges identified in the Schedule are for the purpose of: (1) meeting operating expenses, including employee wage rates and fringe benefits; (2) purchasing or leasing supplies, equipment, or materials; and (3) meeting financial reserve needs and requirements.
- b. Certify that the proposed revisions to the Schedule of Fees, Deposits, and Charges are statutorily exempt from the provisions of the California Environmental Quality Act and direct the Executive Officer to file a Notice of Exemption within five (5) days of this action.
2. Adopt the Schedule of Fees, Deposits, and Charges, as revised, to be effective July 1, 2026.
3. Adopt LAFCO Resolution No. 3438 reflecting the Commission's determinations related to the Schedule.

Chair Farrell opens the public hearing.

There are no oral or written comments from the public on the item.

Chair Farrell closes the public hearing.

Commissioner Hagman moves to approve staff recommendations. Second by Commissioner Baca Jr. The motion passes with the following roll call vote:

Ayes: Baca Jr., Bagley, Cox, Denison, Farrell, and Hagman.

Noes: None.

Abstain: None.

Absent: Dupper and Warren (Denison voting in her stead).

14. Review and Adoption of Final Budget for Fiscal Year 2026/27 including the Apportionment for Independent Special Districts, Cities and County

Recommendation: Staff recommends that the Commission take the following actions:

1. Adopt the Fiscal Year 2026/27 Final Budget with the apportionment of net LAFCO costs based upon the Auditor's information attached to this report; and,
2. Direct the Executive Officer to submit to the County Auditor-Controller the adopted Final Budget and request the apportionment of the Commission's net costs to the County, Cities/Towns and Independent Special Districts pursuant to the provisions of Government Code Section 56381 as shown in the approved Final Budget.

Chair Farrell opens the public hearing.

There are no oral or written comments from the public on the item.

Chair Farrell closes the public hearing.

Commissioner Bagley moves to approve staff recommendations. Second by Commissioner Hagman. The motion passes with the following roll call vote:

Ayes: Baca Jr., Bagley, Cox, Denison, Farrell, and Hagman.

Noes: None.

Abstain: None.

Absent: Dupper and Warren (Denison voting in her stead).

INFORMATION ITEMS:

15. Legislative Update Report

Executive Officer Samuel Martinez provides a summary of the staff report.

Chair Farrell states the item is to receive and file the report.

16. Executive Officer's Report

Executive Officer Samuel Martinez provides a summary of the staff report.

17. Commissioner Comments

Commissioner Bagley thanks the Commission for his reappointment to the Commission and the Vice Chair role. Chair Farrell also thanks Ms. Amis and Mr. Guzman for their interest and participation.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COMMISSION, THE MEETING ADJOURNS AT 9:55 A.M.

ATTEST:

GAVIN CENTENO
Project Manager/Clerk to the Commission

LOCAL AGENCY FORMATION COMMISSION

STEVEN FARRELL, Chair

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1601 E. 3rd Street, Suite 102, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 388-0481
lafco@lafco.sbcounty.gov
www.sanbernardinolafco.gov

DATE: JULY 8, 2026 
FROM: SAMUEL MARTINEZ, Executive Officer
TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: AGENDA ITEM #3 – APPROVAL OF EXECUTIVE OFFICER'S
EXPENSE REPORT

RECOMMENDATION:

Approve the Executive Officer's Expense Report for Procurement Card Purchases from April 22, 2026, to May 22, 2026 and May 23, 2026 to June 22, 2026.

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 Policies #3(H). Staff has prepared an itemized report of purchases that covers the billing period of:

- April 22, 2026 to May 22, 2026
- May 23, 2026 to June 22, 2026

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

SM/GC

Attachment



PROCUREMENT CARD PROGRAM

ATTACHMENT G

MONTHLY PROCUREMENT CARD PURCHASE REPORT

PAGE 1 OF 1

F		Cardholder Samuel Martinez						Travel	Billing Period 4/22/26 to 5/22/2026	
DATE	VENDOR NAME	#	DESCRIPTION	PURPOSE	COST CENTER	G/L ACCOUNT	\$ AMT	TRIP NUMBE	*R/D	SALES TAX INCL
04/22/26	JM Trophies	1	Office Supplies	Commissioner Name Plate	8900005012	52002305	\$33.71			
04/24/26	Thomson West	2	Office Supplies	Law Library Updates	8900005012	52002080	\$372.79			
04/27/26	Fontier	3	Phone Service	Communication	8900005012	52002305	\$740.41			
05/05/26	The Cliffs	4	Non-hosted dinner for staff	CALAFCO Staff Workshop	8900005012	52942943	\$73.95			
05/05/26	The Cliffs	5	Hotel Room for Staff	CALAFCO Staff Workshop	8900005012	52942942	\$753.93			
05/05/26	The Cliffs	6	Hotel Room for Staff	CALAFCO Staff Workshop	8900005012	52942942	\$753.93			
05/07/26	Woodstocks	7	Non-hosted lunch for staff	CALAFCO Staff Workshop	8900005012	52942942	\$71.03			
05/08/26	Chik-Fil-A	8	Non-hosted lunch for staff	CALAFCO Staff Workshop	8900005012	52942943	\$14.13			
05/16/26	Lola's Kitchen	9	Staff Dinner	Barstow Planning Commission	8900005012	52942943	\$45.59			
05/21/26	Panera Bread	10	Office Expenses	Commission meeting	8900005012	52002305	\$42.98			

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.

Cardholder (Print & Sign)	Date
Samuel Martinez 	07/06/26

Approving Official (Print & Sign)	Date
Steven Farrell	07/15/26



PROCUREMENT CARD PROGRAM

ATTACHMENT G

MONTHLY PROCUREMENT CARD PURCHASE REPORT

PAGE 1 OF 1

[REDACTED]		Cardholder						Travel	Billing Period	
F		Samuel Martinez							5/23/26 to 6/22/2026	
DATE	VENDOR NAME	#	DESCRIPTION	PURPOSE	COST CENTER	G/L ACCOUNT	\$ AMT	TRIP NUMBE	*R/D	SALES TAX INCL
05/26/26	Thomson West	1	Office Supplies	Law Library Updates	8900005012	52002080	\$372.79			
05/27/26	Frontier	2	Phone Service	Communication	8900005012	52002305	\$740.41			
06/03/26	Fresh Grill	3	Staff Dinner	Barstow City Council Meeting	8900005012	52942943	\$61.81			

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.

Cardholder (Print & Sign)	Date
Samuel Martinez 	07/06/26

Approving Official (Print & Sign)	Date
Steven Farrell	07/15/26

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1601 E. 3rd Street, Suite 102, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 388-0481
lafco@lafco.sbcounty.gov
www.sanbernardinolafco.gov

DATE: JULY 8, 2026 
FROM: SAMUEL MARTINEZ, Executive Officer
TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: AGENDA ITEM #4 - RATIFY PAYMENTS AS RECONCILED FOR
THE MONTHS OF APRIL AND MAY 2026 AND NOTE REVENUE
RECEIPTS

RECOMMENDATION:

Ratify payments as reconciled for the months of April and May 2026 and note revenue receipts for the same period.

BACKGROUND INFORMATION:

Staff 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:

- April 1 through April 30, 2026
- May 1 through May 31, 2026

Staff recommends that the Commission ratify the payments as outlined on the attached listing and note the revenues received.

SM/MT

Attachment

APRIL 2026 PAYMENTS PROCESSED						
Account	Posting Date	Amount	Document Number	Reference	Text	
5200 2031	4/1/2026	60.08	4104397843	ITD BILLING	MAR 2026 Payroll System Services (EMACS)	
5200 2031 Payroll System Services (County IT)		60.08				
5200 2037	4/1/2026	243.36	4104397444	ITD BILLING	MAR 2026 Dial Tone	
5200 2037 Dial Tone (County IT)		243.36				
5200 2085	4/1/2026	913.68	1902266801	B4025318	April Notice of Hearing	
5200 2085	4/30/2026	341.10	1902290733	B4035010	SC557 Item	
5200 2085 Legal Notices		1,254.78				
5200 2090	4/1/2026	90.00	1902266796	INV3028	April Rent	
5200 2090 Building Expense		90.00				
5200 2310	4/3/2026	97.47	4200173251	JE UPLOAD	Mail Services FLAT	
5200 2310	4/3/2026	248.60	4200173252	JE UPLOAD	Mail Services DEL	
5200 2310	4/3/2026	435.10	4200173258	JE UPLOAD	Mail Services HAN	
5200 2310 Mail (County Mail)		781.17				
5200 2315	4/1/2026	71.66	1902266291	RS7065576	services	
5200 2315	4/1/2026	69.48	1902266293	RS7071879	services	
5200 2315	4/6/2026	82.84	1902268620	RS7163729	March Services	
5200 2315 Records Storage		223.98				
5200 2323	4/27/2026	18.52	4200174708	PUR-PRINTING	N36900 - Emacs Reports 3/30/2026	
5200 2323 Reproduction Services		18.52				
5200 2400	4/8/2026	4,058.89	1902271351	1058027	Legal Counsel	
5200 2400	4/8/2026	2,611.00	1902271355	1058028	Legal Counsel	
5200 2400	4/8/2026	2,499.10	1902271714	1058029	Legal Counsel	
5200 2400	4/14/2026	2,349.90	1902275466	1053031	Legal Counsel	
5200 2400 Legal Counsel		11,518.89				
5200 2415	4/1/2026	2,295.50	4200173117	2026 COWCAP BILL	2025/2026 COWCAP-QTR4 Local Agency Formation Commi	
5200 2415 Countywide Cost Allocation Program		2,295.50				
5200 2420	4/1/2026	100.22	4104397446	ITD BILLING	MAR 2026 Enterprise Content Management	
5200 2420	4/1/2026	90.50	4104397446	ITD BILLING	MAR 2026 File Sharing Storage	
5200 2420 Enterprise Content Management (County IT)		190.72				
5200 2421	4/1/2026	697.04	4104394787	ITD BILLING	MAR 2026 Desktop Support Services	
5200 2421 Desktop Support Services (County IT)		697.04				
5200 2424	4/2/2026	50.00	4200172863	160-COB	NOE - LAFCO SC#556	
5200 2424	4/2/2026	50.00	4200172879	160-COB	NOE - LAFCO 3275	
5200 2424	4/15/2026	1,190.00	1902277119	LA-1098-1	Environmenal consulting	
5200 2424	4/15/2026	85.00	1902277190	LA-1094-2	Environmenal consulting	
5200 2424	4/15/2026	85.00	1902277192	LA-1091-5	Environmenal consulting	
5200 2424	4/15/2026	170.00	1902277197	LA-1093-7	Environmenal consulting	
5200 2424	4/15/2026	8,245.00	1902277972	LA-1093-5	Environmenal consulting	
5200 2424	4/15/2026	467.50	1902277977	LA-1094-1	Environmenal consulting	
5200 2424 Environmental Consultant		10,342.50				
5200 2445	4/2/2026	700.00	1902267115	75	Rebecca Lowery inv 75	
5200 2445	4/9/2026	700.00	1902272332	76	Rebecca Lowery inv 76	
5200 2445	4/15/2026	542.50	1902276947	77	Rebecca Lowery inv 77	
5200 2445	4/17/2026	200.00	1902280214	BACA4-17	April Baca	
5200 2445	4/17/2026	200.00	1902280217	BAGLEY4-17	April-Bagley	
5200 2445	4/17/2026	200.00	1902280219	COX4-17	April-Cox	
5200 2445	4/17/2026	200.00	1902280222	DENISON4-17	April-Denison	
5200 2445	4/17/2026	200.00	1902280229	DUPPER4-17	April-Dupper	
5200 2445	4/17/2026	200.00	1902280233	FARRELL4-17	April- Farrell	
5200 2445	4/17/2026	200.00	1902280239	HAGMAN4-17	April- Hagman	
5200 2445	4/17/2026	200.00	1902280277	HARVEY4-17	April- Harvey	

5200	2445		4/17/2026	200.00	1902280285	WARREN4-17	April-Warren
5200	2445		4/22/2026	1,200.00	1902283584	04152026	March Services
5200	2445		4/22/2026	1,175.00	1902283618	86376	Workshop Sponsorship
5200	2445		4/23/2026	700.00	1902284694	78	Rebecca Lowery Inv 78
5200	2445		4/30/2026	700.00	1902290715	79	rebecca lowery inv 79
5200	2445		4/30/2026	2,200.00	1902290724	MAR-APR2026-SB	Alliance LAFCO-politico
5200	2445	Other Professional Services		9,717.50			
5200	2895		4/6/2026	363.51	1902268663	48890870	Feb services
5200	2895		4/6/2026	31.81	1902268663	48890870	Feb services
5200	2895	Rent/Lease Equipment (copier)		395.32			
5200	2905		4/1/2026	2,509.00	1902266796	INV3028	April Rent
5200	2905		4/1/2026	405.00	1902266799	INV3033	Auditorium use
5200	2905	Office/Hearing Chamber Rental		2,914.00			
5294	2940		4/17/2026	126.15	1902280217	BAGLEY4-17	April-Bagley
5294	2940		4/17/2026	85.55	1902280219	COX4-17	April-Cox
5294	2940		4/17/2026	97.00	1902280222	DENISON4-17	April-Denison
5294	2940		4/17/2026	26.53	1902280233	FARRELL4-17	April- Farrell
5294	2940		4/17/2026	121.80	1902280277	HARVEY4-17	April- Harvey
5294	2940		4/17/2026	28.42	1902280285	WARREN4-17	April-Warren
5294	2940	Private Mileage		485.45			
APRIL 2026 CASH RECEIPTS							
4030	8500		04/30/26	\$16,097.44	101673215	Auditor	QE 3/31/2026 INTEREST APPORTIONMENT
various			04/14/26	\$ 3,655.00	4104370663	Chino	Service Contract #558
4070	9545		04/30/26	\$ 650.00	4104399710	Rialto	Service Contract #559
APRIL 2026 COUNTY TRANSFERS RECEIVED							
4070	9595		04/07/26	\$ 1,500.00	4104363821	San Bernardino	LAFCO 3275 Protest Fee
COMPLETED BY:  MICHAEL TUERPE Assistant Executive Officer							
APPROVED BY:  SAMUEL MARTINEZ Executive Officer							
Date:				07/07/26			7/7/2026

MAY 2026 PAYMENTS PROCESSED						
Account	Posting Date	Amount	Document Number	Reference	Text	
52002031	5/1/2026	90.12	4104448017	ITD BILLING	APR 2026 Pavroll System Services (EMACS)	
52002031		90.12				
52002037	5/1/2026	243.36	4104448030	ITD BILLING	APR 2026 Dial Tone	
52002037		243.36				
52002043	5/1/2026	261.90	4104447556	ITD BILLING	APR 2026 Telecommunication Labor Services - Normal	
52002043		261.90				
52002085	5/4/2026	682.36	1902293028	B4035002	SC558 agenda item	
52002085	5/4/2026	735.88	1902293032	B4033486	3275 Protest Hearing	
52002085	5/21/2026	436.16	1902309564	B4035015	436.16	
52002085		1,854.40				
52002090	5/4/2026	90.00	1902293016	INV3185	IVDA MAY Rent	
52002090		90.00				
52002305	5/11/2026	2.86	4104418123	PUR. / STAPLES	7915480308000002	
52002305	5/11/2026	27.84	4104418124	PUR. / STAPLES	7915480308000001	
52002305	5/26/2026	4.10	4104444950	PUR. / STAPLES	7680267058000002	
52002305	5/26/2026	2.03	4104444951	PUR. / STAPLES	7680267058000001	
52002305	5/26/2026	4.04	4104444952	PUR. / STAPLES	7680267058000003	
52002305	5/26/2026	4.84	4104444953	PUR. / STAPLES	7680517154000001	
52002305		45.71				
52002310	5/4/2026	23.29	4200175251	JE UPLOAD	Mail Services FLAT	
52002310	5/6/2026	248.60	4200175548	JE UPLOAD	Mail Services DEL	
52002310	5/6/2026	587.16	4200175550	JE UPLOAD	Mail Services HAN	
52002310		859.05				
52002315	5/13/2026	80.34	1902302873	RS7170152	april services	
52002315		80.34				
52002323	5/11/2026	18.52	4200175791	PUR-PRINTING	N37323 - Emacs Reports 4/13/2026	
52002323	5/11/2026	18.52	4200175791	PUR-PRINTING	N37419 - Emacs Reports 4/27/2026	
52002323		37.04				
52002400	5/13/2026	2,205.70	1902302857	1061363	Legal Counsel	
52002400	5/13/2026	1,193.60	1902302860	1061364	Legal Counsel	
52002400	5/13/2026	969.80	1902302863	1061365	Legal Counsel	
52002400	5/13/2026	708.70	1902302866	1061366	Legal Counsel	
52002400		5,077.80				
52002420	5/1/2026	100.22	4104448067	ITD BILLING	APR 2026 Enterprise Content Management	
52002420	5/1/2026	90.50	4104448067	ITD BILLING	APR 2026 File Sharing Storage	
52002420		190.72				
52002421	5/1/2026	697.04	4104448029	ITD BILLING	APR 2026 Desktop Support Services	
52002421		697.04				
52002424	5/12/2026	50.00	4200175404	160-COB	NOE - LAFCO SC#559	
52002424	5/27/2026	50.00	4200176581	160-COB	NOE - LAFCO SC#561	
52002424	5/27/2026	50.00	4200176623	160-COB	NOE - LAFCO SC#563	
52002424	5/27/2026	50.00	4200176632	160-COB	NOE - LAFCO SC#558	
52002424	5/27/2026	50.00	4200176637	160-COB	NOE - LAFCO SC#557	
52002424		250.00				
52002445	5/7/2026	700.00	1902296610	80	rebecca Lowery inv 80	
52002445	5/7/2026	133.02	4200175311	3807	ROV	
52002445	5/13/2026	525.00	1902302650	81	rebecca Lowery inv 81	
52002445	5/21/2026	717.50	1902309560	82	rebecca Lowery inv 82	
52002445	5/21/2026	200.00	1902309956	BACA5-21	Baca May	
52002445	5/21/2026	200.00	1902309961	BAGLEY5-21	May Bagley	
52002445	5/21/2026	200.00	1902309966	COX5-21	May Cox	
52002445	5/21/2026	200.00	1902309968	DENISON5-21	May Denison	

52002445	5/21/2026	200.00	1902309970	DUPPER5-21	May Dupper
52002445	5/21/2026	200.00	1902309972	FARRELL5-21	May Farrell
52002445	5/21/2026	200.00	1902309975	HAGMAN5-21	May Hagman
52002445	5/21/2026	200.00	1902309979	HARVEY5-21	May Harvey
52002445	5/21/2026	200.00	1902309982	KENLEY5-21	May Kenley
52002445	5/26/2026	510.00	1902312048	LA-1091-6	New CEA guidelines
52002445	5/26/2026	170.00	1902312061	LA-1097-1	3278-79
52002445	5/26/2026	1,870.00	1902312067	LA-1099-1	Draft EIR lenwood
52002445	5/26/2026	1,100.00	1902312076	MAY2026-SB	SD LAFCO- Alliance
52002445	5/26/2026	1,200.00	1902312100	05202026	May meeting
52002445	5/26/2026	633.60	4200176584	2026 Q1 S08	Quarterly Tax Payment
52002445	5/26/2026	705.60	4200176585	2025 Q4 S08	Quarterly Tax Payment
52002445	5/28/2026	250.51	1902315033	24MAR2026-SA	Alliance Workshop
52002445	5/29/2026	700.00	1902315996	83	Inv 83
52002445	5/29/2026	133.02	4200177028	3809	ROV
52002445		11,148.25			
52002895	5/4/2026	394.14	1902293050	49059471	March Services
52002895	5/4/2026	34.49	1902293050	49059471	March Services
52002895	5/28/2026	393.21	1902315045	49221940	April Services
52002895	5/28/2026	34.41	1902315045	49221940	April Services
52002895		856.25			
52002905	5/4/2026	2,509.00	1902293016	INV3185	IVDA MAY Rent
52002905	5/4/2026	405.00	1902293024	INV3190	auditorium use
52002905		2,914.00			
52412410	5/1/2026	543.00	4104447560	ITD BILLING	Base IT Services - Period 1
52412410	5/1/2026	547.00	4104447560	ITD BILLING	Base IT Services - Period 10
52412410	5/1/2026	547.00	4104447560	ITD BILLING	Base IT Services - Period 11
52412410	5/1/2026	547.00	4104447560	ITD BILLING	Base IT Services - Period 2
52412410	5/1/2026	547.00	4104447560	ITD BILLING	Base IT Services - Period 3
52412410	5/1/2026	547.00	4104447560	ITD BILLING	Base IT Services - Period 4
52412410	5/1/2026	547.00	4104447560	ITD BILLING	Base IT Services - Period 5
52412410	5/1/2026	547.00	4104447560	ITD BILLING	Base IT Services - Period 6
52412410	5/1/2026	547.00	4104447560	ITD BILLING	Base IT Services - Period 7
52412410	5/1/2026	547.00	4104447560	ITD BILLING	Base IT Services - Period 8
52412410	5/1/2026	547.00	4104447560	ITD BILLING	Base IT Services - Period 9
52412410	5/1/2026	88.00	4104447560	ITD BILLING	Managed Productivity Services - Period 1
52412410	5/1/2026	85.00	4104447560	ITD BILLING	Managed Productivity Services - Period 10
52412410	5/1/2026	85.00	4104447560	ITD BILLING	Managed Productivity Services - Period 11
52412410	5/1/2026	85.00	4104447560	ITD BILLING	Managed Productivity Services - Period 2
52412410	5/1/2026	85.00	4104447560	ITD BILLING	Managed Productivity Services - Period 3
52412410	5/1/2026	85.00	4104447560	ITD BILLING	Managed Productivity Services - Period 4
52412410	5/1/2026	85.00	4104447560	ITD BILLING	Managed Productivity Services - Period 5
52412410	5/1/2026	85.00	4104447560	ITD BILLING	Managed Productivity Services - Period 6
52412410	5/1/2026	85.00	4104447560	ITD BILLING	Managed Productivity Services - Period 7
52412410	5/1/2026	85.00	4104447560	ITD BILLING	Managed Productivity Services - Period 8
52412410	5/1/2026	85.00	4104447560	ITD BILLING	Managed Productivity Services - Period 9
52412410		6,951.00			
52942940	5/21/2026	126.15	1902309961	BAGLEY5-21	May Bagley
52942940	5/21/2026	85.55	1902309966	COX5-21	May Cox
52942940	5/21/2026	97.00	1902309968	DENISON5-21	May Denison
52942940	5/21/2026	26.53	1902309972	FARRELL5-21	May Farrell
52942940	5/21/2026	121.80	1902309979	HARVEY5-21	May Harvey
52942940	5/21/2026	35.09	1902309982	KENLEY5-21	May Kenley
52942940		492.12			
52942943	5/13/2026	18.84	1902303562	4DCW	*Trip from 05/05/26 To 05/08/26 to PISMO BEACH

52942943			18.84			
52942944		5/13/2026	192.11	1902303562	4DCW	*Trip from 05/05/26 To 05/08/26 to PISMO BEACH
52942944			192.11			
52942946		5/13/2026	92.23	1902303562	4DCW	*Trip from 05/05/26 To 05/08/26 to PISMO BEACH
52942946			92.23			
55405012		5/11/2026	23.82	4104418123	PUR. / STAPLES	7915480308000002
55405012		5/11/2026	231.99	4104418124	PUR. / STAPLES	7915480308000001
55405012		5/26/2026	34.19	4104444950	PUR. / STAPLES	7680267058000002
55405012		5/26/2026	16.90	4104444951	PUR. / STAPLES	7680267058000001
55405012		5/26/2026	33.70	4104444952	PUR. / STAPLES	7680267058000003
55405012		5/26/2026	40.34	4104444953	PUR. / STAPLES	7680517154000001
55405012		5/1/2026	6,543.89	4104448754	ITD BILLING	MAR 2026 Software License Chargeback
55405012			6,924.83			
MAY 2026 CASH RECEIPTS						
various		05/06/26	3,655.00	4104414427		Service Contract #560
40709545		05/11/26	650.00	4104418586		Service Contract #561
various		05/11/26	3,655.00	4104418586		Service Contract #562
40709545		05/13/26	650.00	4104422353		Service Contract #563
MAY 2026 COUNTY TRANSFERS RECEIVED						
40759285		05/26/26	\$ 633.60	4200176584	Auditor	Q1 Tax payment, fund correction
40759285		05/26/26	\$ 705.60	4200176585	Auditor	Q4 Tax payment, fund correction
40809930		05/07/26	\$ 133.02	4200175311	ROV	LAFCO 3807, fund correction
40809955		05/15/26	\$ (3,655.00)	101680093	Treasury	returned deposit, insuffient funds
 Michael Tuape  APPROVED BY: SAMUEL MARTINEZ Executive Officer						
		07/07/26				7/7/2026

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1601 E. 3rd Street, Suite 102 San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 388-0481
lafco@lafco.sbcounty.gov
www.sanbernardinolafco.gov

DATE: JULY 8, 2026 
FROM: SAMUEL MARTINEZ, Executive Officer
GAVIN CENTENO, Project Manager/Clerk to the Commission
TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: AGENDA ITEM #5 – APPROVAL OF RECORDS DESTRUCTION
PURSUANT TO COMMISSION RECORDS RETENTION POLICY

RECOMMENDATION:

Staff recommends the Commission direct the Executive Officer, as Records Management Coordinator, to:

1. Destroy the Commission's Miscellaneous, Personnel, and Financial files as identified in this staff report on page 2 pursuant to the Commission's Records Retention Policy and Records Retention Schedule; and,
2. Record the items to be destroyed in the Destruction Log along with a copy of the Commission's minute action authorizing destruction.

BACKGROUND INFORMATION:

The Commission's Records Retention Policy states that the Executive Officer, as the Records Management Coordinator, shall present a Commission agenda item once a year related to records to be destroyed.

Last March, the Commission amended its Records Retention Policy by adding several additional categories to the retention schedule for records that staff and legal counsel felt should be addressed. The table below identifies the records that staff is requesting for destruction.

Staff recommends the Commission direct the Executive Officer to take the actions listed in the Recommendation above.

Should the Commission have any questions, staff will be happy to answer them before or at the hearing.

<u>TYPE OF RECORD</u>	<u>LEGAL AUTHORITY</u>	<u>RETENTION PERIOD</u>
Miscellaneous		
Records relating to any pending or potential claim, litigation, or any settlement or other disposition of litigation		Until settled or adjudicated + 5 years and the time for appeal has expired
Purchasing, requisitions, purchase orders	CCP § 337	Until audited + 4 years
Contracts and Leases (including amendments)	CCP § 337 CCP § 337.2	For the term of the contract/lease + 4 years from the termination/completion date
Economic Interest Statements – Form 700 (originals)	GC § 81009(c), (g)	7 years (can image after 2 years)
Ethics Training Compliance	GC § 53235.2	5 years after receipt of training
Correspondence (general correspondence, including letters and e-mails, not otherwise covered by this schedule)		2 years
Personnel		
Personnel files and medical records	LC § 1198.5 GC § 12946 29 CFR 1627.3 29 CFR 825.500	Length of employment + 4 years
Payroll records	29 C.F.R. 516.5, 516.6 LC § 1174, 1197.5	3 years from the date of payment
Records relating to hiring, promotion, selection for training (Personnel files of applicants, applications, promotions, recruitment materials, etc.)	GC § 12946 29 CFR 1627.3	4 years
Oaths of Office (elected and public officials)	29 USC 1113 Sec. of State Guidelines	Current + 6 years
Financial:		
Expense Reports		7 years
Budgets		7 years
Billings/Accounting Reports		7 years
Budget Changes		7 years
Audits		7 years
Invoices		7 years
Fees/Receipts		7 years
Checks/Ledgers/Registers		7 years
Grants (federal, state, or other, and all support documents)	24 CFR 570.502 24 CFR 85.42	Until completed then 7 years

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1601 E. 3rd Street, Suite 102, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 388-0481
lafco@lafco.sbcounty.gov
www.sanbernardinolafco.gov

DATE: JULY 8, 2026 
FROM: SAMUEL MARTINEZ, Executive Officer
ARTURO PASTOR, Analyst
TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: AGENDA ITEM #6: REVIEW AND UPDATE THE CATALOG OF
ENTERPRISE SYSTEMS PER GOVERNMENT CODE SECTION 6270.5

RECOMMENDATIONS:

Staff recommends that the Commission take the following actions:

1. Approve the Enterprise Systems Catalog as of July 1, 2026 as identified in this staff report.
2. Direct the Executive Officer to post the Enterprise Systems Catalog as of July 1, 2026 on the LAFCO website.

BACKGROUND:

On October 11, 2015, the State of California enacted Senate Bill 272 (SB 272) which added a section to the California Public Records Act (Government Code Section 6270.5) relating to public records. Section 6270.5 requires local agencies to create a catalog of "Enterprise Systems" and post that catalog on their respective websites with annual updates.

"Enterprise System" is defined as a software application or computer system that collects, stores, exchanges, and analyzes information that the agency uses that is both of the following:

- A multi-departmental system or a system that contains information collected about the public.
- A system of record where the system serves as an original source of data within an agency.

Systems used for security, public safety, and public utilities are not included in the requirements.

ANNUAL UPDATE:

Below is the catalog of “Enterprise Systems”, as prepared by LAFCO staff, as of July 1, 2026:

LAFCO ENTERPRISE SYSTEMS						
ENTERPRISE SYSTEMS PURCHASED DIRECTLY BY LAFCO						
Vendor	Product	Purpose	Data Type	Custodian	Data Collection	Date Update Frequency
CDWG	Adobe Acrobat DC Pro	PDF and fillable forms	Documents	Agency-wide	As needed	As needed
Zoom	Zoom	Audio/Video communications, meetings, and recordings	Communications	Agency-wide	As needed	As needed
SurveyMonkey	SurveyMonkey	Survey creation	Online Service	Agency-wide	As needed	As needed
CivicPlus	Streamline Website	LAFCO Website	Communications	Agency-wide	Daily	Daily
DocAccess	DocAccess	Document ADA Compliance	Online Service	Agency-wide	As needed	As needed
ENTERPRISE SYSTEMS PURCHASED OR ACCESSED VIA THE COUNTY OF SAN BERNARDINO						
Vendor	Product	Purpose	Data Type	Custodian	Data Collection	Date Update Frequency
Blackberry Company	Enterprise Blackberry Exchange (BE) Server	Enterprise BE Server Software and Infrastructure	Email	Agency-wide	Daily	Daily
County Information Services	Property Information Management System (PIMS)	Accessing tax roll data for property valuation	Tax Roll	Agency-wide	Daily	Daily
Esri	ArcGIS Suite	Mapping and spatial analysis	Geographic Information Systems (GIS)	Agency-wide	As needed	As needed
Microsoft	Exchange	Email	Email system	Agency-wide	Daily	Daily
Microsoft	Office Suite	Statutory obligations, general office work	Vendors or contractors' information	Agency-wide	As needed	As needed
Microsoft	Enterprise Microsoft Exchange (ME) Email	Enterprise ME Email Software and Infrastructure	Email	Agency-wide	Daily	Daily
Microsoft	Enterprise SQL Server	Enterprise SQL Server Software and Infrastructure	Databases	Agency-wide	Daily	Daily
Microsoft	Office 365	Email system used to send and receive emails	Email	Agency-wide	Daily	Daily
Microsoft	Teams	Audio/Visual communication and meetings	Communications	Agency-wide	As needed	As needed
SAP	SAP Core Financials and Procurement	Financial management system	Financial	Agency-wide	Daily	Daily

Staff recommends that the Commission take the actions identified on page 1.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1601 E. 3rd Street, Suite 102, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 388-0481
lafco@lafco.sbcounty.gov
www.sanbernardinolafco.gov

DATE: JULY 8, 2026 
FROM: SAMUEL MARTINEZ, Executive Officer
TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: AGENDA ITEM #7: Approval of First Amendment to the Memorandum of Understanding by and between the Alliance of LAFCOs

RECOMMENDATION:

Staff recommends that the Commission:

1. Approve the First Amendment to the Memorandum of Understanding (MOU) by and between the Los Angeles, Orange, San Bernardino, and San Diego Local Agency Formation Commissions; and,
2. Authorize the Executive Officer to sign the First Amendment to the MOU.

BACKGROUND INFORMATION:

In April 2025, the Commission approved an MOU with the three other LAFCOs comprising the Alliance of LAFCOs that outlines collaboration and partnership in providing and receiving services and programs including, but not limited to, educational opportunities, training, networking, and/or legislative advocacy. The MOU, which was intended to be updated on a yearly basis, outlined an original cost-sharing commitment of up to \$10,000 towards the services and programs provided through the MOU. Early this year, the Alliance chose the firm Politico Group to provide legislative advocacy and lobbying services on behalf of the Alliance.

The First Amendment to the MOU (see Attachment #1) extends the MOU through June 2027. It also increases its cost sharing commitment to \$15,000 towards the services and programs provided through the MOU. This Commission, as part of its approval of the FY 2026-27 Budget, already included an allocation of \$15,000 towards the Alliance. Lastly, the amendment also commits the LAFCOs to work to transition the Alliance to a non-profit organization.

Staff recommends that the Commission take the actions on page 1 of the staff report.

Attachments:

1. [First Amendment to the Memorandum of Understanding](#)
2. [Memorandum of Understanding](#)

**FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
LOS ANGELES, ORANGE, SAN BERNARDINO, and SAN DIEGO
LOCAL AGENCY FORMATION COMMISSIONS**

This First Amendment ("Amendment") to the Memorandum of Understanding dated July 1, 2025 ("MOU") is made and entered into as of July 1, 2026 ("Amendment Effective Date") by and between the Los Angeles, Orange, San Bernardino, and San Diego Local Agency Formation Commissions ("LAFCOs") and are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

- A. The Parties entered into the MOU effective July 1, 2025 to establish terms for providing and receiving collaborative services among the Parties.
- B. The Parties operate collectively under the name "Alliance of LAFCOs" ("Alliance") in furtherance of the collaborative purposes established by the MOU.
- C. The Parties desire to reaffirm their commitment to the MOU by formally extending the term through Fiscal Year 2027.
- D. The Parties further desire to increase their respective good-faith cost-commitments under the MOU to reflect the scope and value of collaborative services being provided, as well as collaborate to formalize the partnership into a nonprofit.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. **Term Extension**
Section 11 (Term) of the MOU is reaffirmed and extended through June 30, 2027, subject to the termination provisions set forth therein.
- 2. **Cost-Commitment Increase**
Section 5 (Cost-Commitment) of the MOU is amended to increase each Party's annual good-faith cost-commitment from \$10,000 to \$15,000 for Fiscal Year 2027. Each Party agrees to budget and otherwise make reasonably available \$15,000 to contribute towards services provided under the MOU during Fiscal Year 2027.
- 3. **Transition to Nonprofit Structure**
The Parties agree to work together in good faith during Fiscal Year 2027 to pursue a transition of the Alliance from its current MOU-based partnership into a formal nonprofit organizational structure. Any such transition shall be subject to the separate approval of each Party's respective governing body.

4. **No Other Changes.** Except as expressly amended herein, all terms and conditions of the MOU remain in full force and effect. In the event of any conflict between the MOU and this Amendment, this Amendment shall control.
5. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed equivalent to original signatures.

IN WITNESS WHEREOF, the Parties agree to this Amendment.

Los Angeles LAFCO
Paul Novak, Executive Officer

Date: _____

Orange LAFCO
Luis Tapia, Executive Officer

Date: _____

San Bernardino LAFCO
Samuel Martinez, Executive Officer

Date: _____

San Diego LAFCO
Keene Simonds, Executive Officer

Date: _____

MEMORANDUM OF UNDERSTANDING

LOS ANGELES, ORANGE, SAN BERNADINO, and SAN DIEGO LOCAL AGENCY FORMATION COMMISSIONS

This Memorandum of Understanding ("MOU") is made and entered into as of July 1, 2025 ("Effective Date") by and between the Los Angeles, Orange, San Bernadino, and San Diego Local Agency Formation Commissions ("LAFCOs") and are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

- A. Los Angeles, Orange, San Bernardino, and San Diego LAFCOs are local subdivisions of public agencies in the State of California and are periodically in need of services that can be provided more efficiently or conveniently through collaboration or partnership of the Parties.
- B. The Parties desire by this MOU to establish the terms for each Party to provide and receive the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. MOU Composition. The Parties agree the composition of the MOU is limited to Los Angeles, Orange, San Bernardino, and San Diego LAFCOs. Additional LAFCOs may be added to the MOU composition by amendment if unanimously approved by the MOU Committee as provided in Section 3.
2. Services. The Parties will work together to identify potential services that could be delivered more efficiently through collaboration or partnership. Some of the potential services to be provided include:
 - Information exchanges.
 - Continuing education involving LAFCO statutes.
 - Training on best practices in local government.
 - Professional networking.
 - Legislative advocacy.

3. Decision-Making. The Parties agree to an MOU Committee consisting of each Party's Executive Officer responsible for organizing all related services herein. Decision-making will be based on Committee consensus - whether by majority or unanimity of the members. The MOU Committee will hold quarterly meetings to discuss and plan services as needed. An Executive Officer may appoint a delegate from their respective LAFCO to serve as the Executive Officer's Alternate on the MOU Committee in the event the Executive Officer is unavailable.
4. Cost-Sharing. The Parties agree to equally contribute to all costs associated with services provided through the MOU. Costs will be appropriated among the Parties for their direct payments to any outside vendors and consultants and/or through reimbursements paid between the Parties.
5. Cost-Commitment. To help inform decision-making, each Party agrees to budget and otherwise make reasonably available \$10,000 annually to contribute towards services provided under this MOU. All reasonable efforts shall be made by the MOU Committee to achieve unanimous decisions in providing services and generating associated costs to the Parties.
6. Sponsoring Outside Vendors. The Parties understand it may be necessary for one Party to sponsor an outside vendor (e.g., consultant, conference center, etc.) on behalf of all Parties in securing services provided under this MOU. The Parties agree to reasonably share these sponsorship needs while also making good-faith efforts to expedite reimbursement payments.
7. Maintenance of Records. Any books, documents, papers, and other evidence pertaining to costs incurred in implementing this MOU and associated services shall be maintained by each Party in line with the respective Party's appropriate local policy.
8. Retention of Employee Status. Any Party providing MOU services through their own employees shall remain employees of that Party at all times.
9. Compensation. No Party shall receive any compensation associated with implementing this MOU other than reimbursements involving the services described herein.
10. Performance of Services. The MOU Committee shall be solely responsible for determining the scope and timing of services provided through this MOU.
11. Term. The MOU shall become effective on July 1, 2025 and shall continue until termination as provided below.
 - a) Any Party may terminate their participation in this MOU with or without cause upon thirty (30) calendar days' written notice to the other Parties.

- b) Notwithstanding the above provision, the Parties agree to good-faith efforts to time any decision to terminate their participation in this MOU to coincide with the end of the fiscal year - June 30th.
12. Compliance with Law. Each Party shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government as applicable in implementing this MOU.
13. Notice. Any notice to be given or delivered by this MOU shall be done whenever possible by e-mail to the following Party representatives:

Los Angeles LAFCO
Paul Novak, Executive Officer
80 South Lake Ave, Suite 870
Pasadena, CA 91101
pnovak@lalafco.org

Orange LAFCO
Luis Tapia, Interim Executive Officer
2677 North Main, Suite 1050
Santa Ana, CA 92705
ltapia@oclafco.org

San Bernardino LAFCO
Samuel Martinez, Executive Officer
1601 E. 3rd Street, Suite 102
San Bernardino, CA 92415
smartinez@lafco.sbcounty.ca.gov

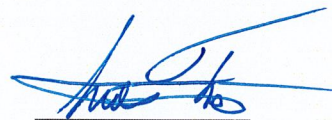
San Diego LAFCO
Keene Simonds, Executive Officer
2550 Fifth Avenue, Suite 725
San Diego, CA 92103
keene.simonds@sdcounty.ca.gov

IN WITNESS WHEREOF, the Parties agree to this MOU.



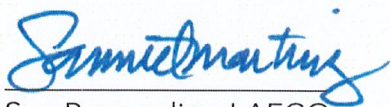
Los Angeles LAFCO
Paul Novak, Executive Officer

Date: April 10, 2025



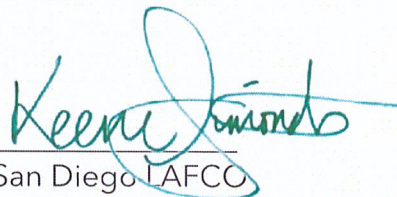
Orange LAFCO
Luis Tapia, Interim Executive Officer

Date:



San Bernardino LAFCO
Samuel Martinez, Executive Officer

Date: April 16, 2025



San Diego LAFCO
Keene Simonds, Executive Officer

Date: April 10, 2025

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1601 E. 3rd Street, Suite 102, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 388-0481
lafco@lafco.sbcounty.gov
www.sanbernardinolafco.gov

DATE: JULY 08, 2026 
FROM: SAMUEL MARTINEZ, Executive Officer
ARTURO PASTOR, LAFCO Analyst
TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: AGENDA ITEM #8: LAFCO SC#560 – City of San Bernardino Irrevocable Agreement to Annex No. 2026-387 for Sewer Service (Assessor Parcel Number 0267-151-39)

INITIATED BY:

City of San Bernardino, on behalf of the property owner.

RECOMMENDATION:

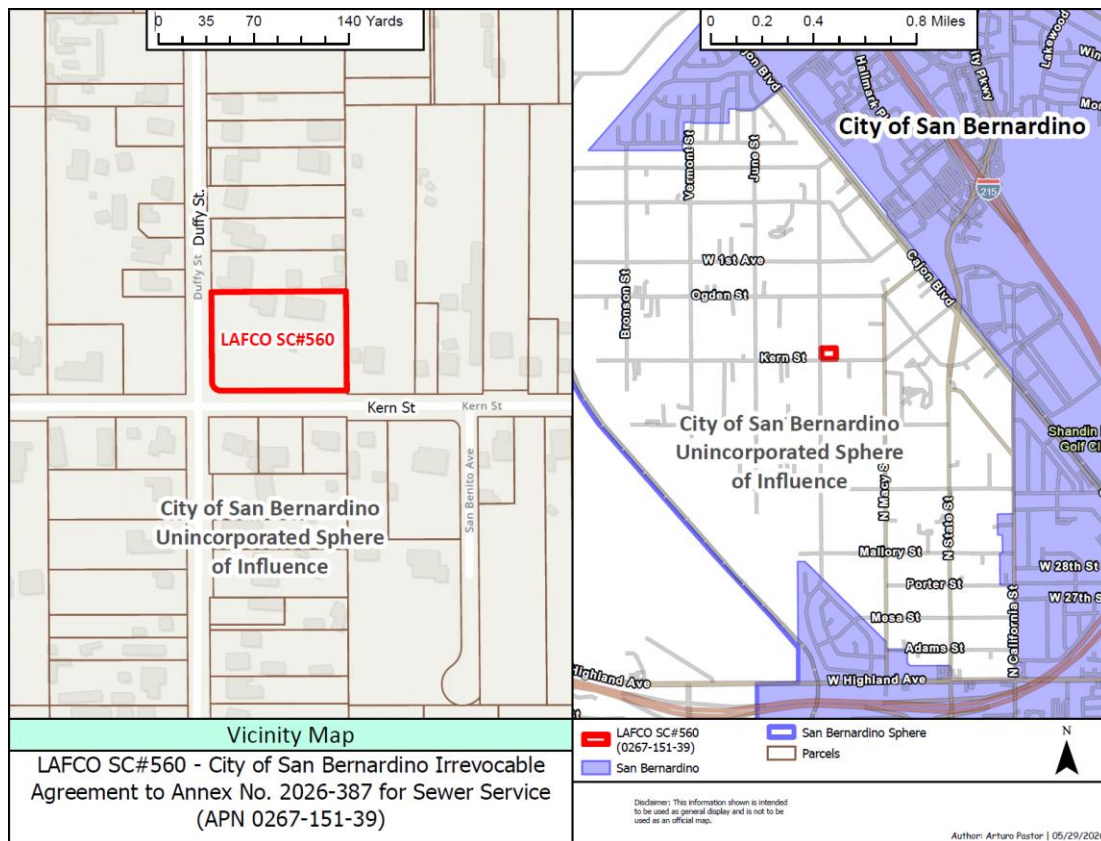
Staff recommends that the Commission approve LAFCO SC#560 by taking the following actions:

1. Certify that LAFCO SC#560 is exempt from environmental review and direct the Executive Officer to file a Notice of Exemption within five (5) days of this action.
2. Approve LAFCO SC#560 authorizing the City of San Bernardino to extend sewer service outside its boundaries to Assessor Parcel Number 0267-151-39; and,
3. Adopt LAFCO Resolution No. 3440 setting forth the Commission's determinations and approval of the agreement for service outside the City of San Bernardino's boundaries.

BACKGROUND:

The City of San Bernardino (hereinafter the "City") has submitted a request for approval of an out-of-agency service agreement that outlines the terms by which it will extend sewer service to a single parcel, Assessor Parcel Number (APN) 0267-151-39, which encompasses approximately 1.6 acres, generally located on the northeast corner of Duffy and Kern Streets (3245 Duffy Street), within the City of San Bernardino's western sphere of influence, in the unincorporated community commonly known as Muscoy.

The vicinity map below, which is also included as Attachment #1, provides the location of the parcel.



Vicinity Map

The parcel has an existing single-family residence. The property owner is proposing to build a new single-family residence and an accessory dwelling unit (ADU) on the property that requires connection to the City's sewer facilities.

Therefore, the City, on behalf of the property owner, has requested that the Commission authorize the extension of sewer service to the parcel pursuant to the provisions of Government Code Section 56133. Authorization of this agreement is required before the City can take the final actions to implement the terms of the agreement.

PLAN FOR SERVICE:

The City's application indicates that sewer service will be provided to the parcel through installation of a sewer lateral from the existing 21-inch sewer main in Duffy Street to the property.

Pursuant to the Commission's application requirements for service contracts, information must be provided regarding all financial obligations for the extension of services outside an agency's boundaries. The City has submitted an estimated cost of \$12,220.00 for the

extension of sewer service to the parcel. Following is a table with a breakdown of the fee calculation:

Description of Fees/Charges	Cost	Total
Sewer Service Application Fee	\$180.00	\$180.00
Sewer Treatment Capacity Charge	\$3,500.00 / SFR x 2	\$7,000.00
Sewer Collection Capacity Charge (Existing SFR)	\$420 / Bdrm x 3	\$1,260.00
Sewer Collection Capacity Charge (New SFR)	\$420 / Bdrm x 4	\$1,680.00
Sewer Collection Capacity Charge (ADU)	\$420 / Bdrm x 4	\$1,680.00
Sewer Lateral Inspection Fee	\$420.00	\$420.00
Total		\$12,220.00

In addition, the property owner will be responsible for the entire cost for the construction and installation of the sewer lateral extension.

ENVIRONMENTAL DETERMINATION:

As the CEQA lead agency, the Commission's Environmental Consultant, Tom Dodson from Dodson and Associates, has reviewed this application and has indicated it is his recommendation that the review of LAFCO SC#560 is exempt from the California Environmental Quality Act (CEQA). This recommendation is based on the finding that the Commission's authorization of the out-of-agency service agreement has no potential to cause a significant adverse impact on the environment; and therefore, the request is exempt (under the "Common Sense Rule") from the requirements of CEQA, as outlined in the State CEQA Guidelines, Section 15061(b)(3). A copy of Mr. Dodson's response is included as Attachment #3 to this report.

CONCLUSION:

The development of the single-family residence and ADU requires that it receive sewer service from the City of San Bernardino. In addition, the proposed development will also initiate sewer service connection to the existing residential building on the property. The service contract application requests authorization to provide sewer service outside the City's boundaries. Staff has reviewed this request for authorization to provide sewer services from the City of San Bernardino outside its corporate boundaries against the criteria established by Commission policy and Government Code Section 56133. The parcel to be served is within the sphere of influence assigned to the City of San Bernardino and is anticipated to become a part of the City sometime in the future. Staff supports the City's request for authorization to provide sewer service to APN 0267-151-39 since its facilities are adjacent to the parcel, and there is no other existing entity available to provide this service within the area.

DETERMINATIONS:

1. The property, identified as Assessor Parcel Number 0267-151-39, is within the sphere of influence assigned to the City of San Bernardino and is anticipated to become a part of that City sometime in the future. The application requests authorization to receive City of San Bernardino sewer service.

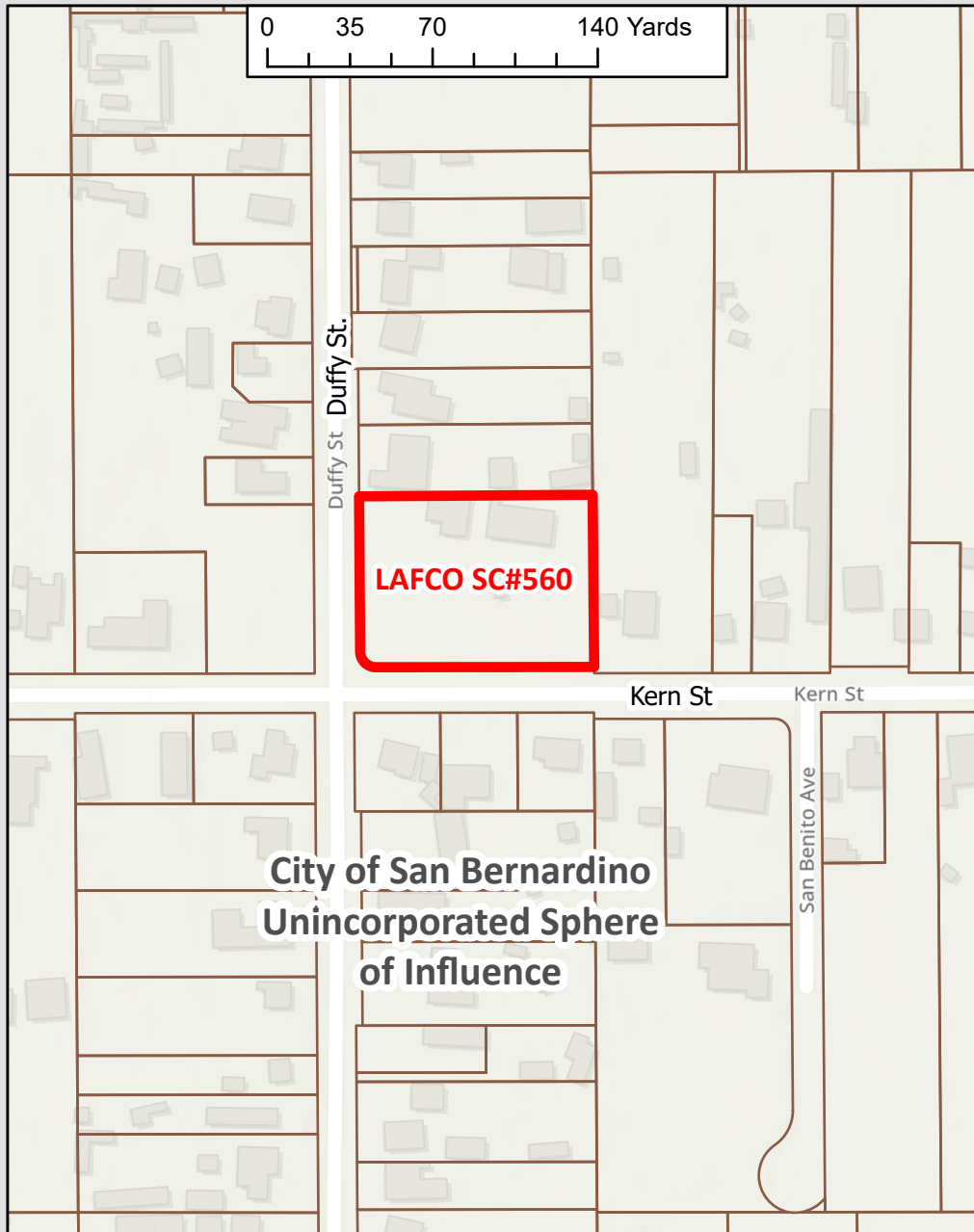
Water service is currently provided and will continue to be provided by the Muscoy Mutual Water Company.

Approval of the City's request for authorization to provide sewer service is necessary for the proposed development of the single-family residence and accessory dwelling unit to proceed. At the same time, sewer service will also be extended to the residential building that already exists on the property.

2. The City of San Bernardino's Irrevocable Agreement to Annex No. 2026-387 being considered is for the provision of sewer service to Assessor Parcel Number 0267-151-39. This contract will remain in force in perpetuity or until such time as the area is annexed. Approval of this request for authorization will allow the property owner and the City of San Bernardino to proceed in finalizing the contract for the extension of sewer service.
3. The fees charged by the City of San Bernardino for the extension of sewer service to the parcel are identified as totaling \$12,220. In addition, the property owner will be responsible for the entire cost for the construction and installation of the sewer lateral extension.
4. The Local Agency Formation Commission for San Bernardino County has determined that this service contract is exempt from environmental review under the "Common Sense Rule" since it has no potential to cause a significant adverse impact on the environment (Section 15061[b] [3] of the State California Environmental Quality Act Guidelines). Therefore, this proposal is not subject to environmental review under the provisions of the State CEQA Guidelines section cited above or the Commission's adopted CEQA Guidelines. The Commission hereby adopts the Exemption and directs its Executive Officer to file a Notice of Exemption within five (5) working days with the San Bernardino County Clerk of the Board of Supervisors.

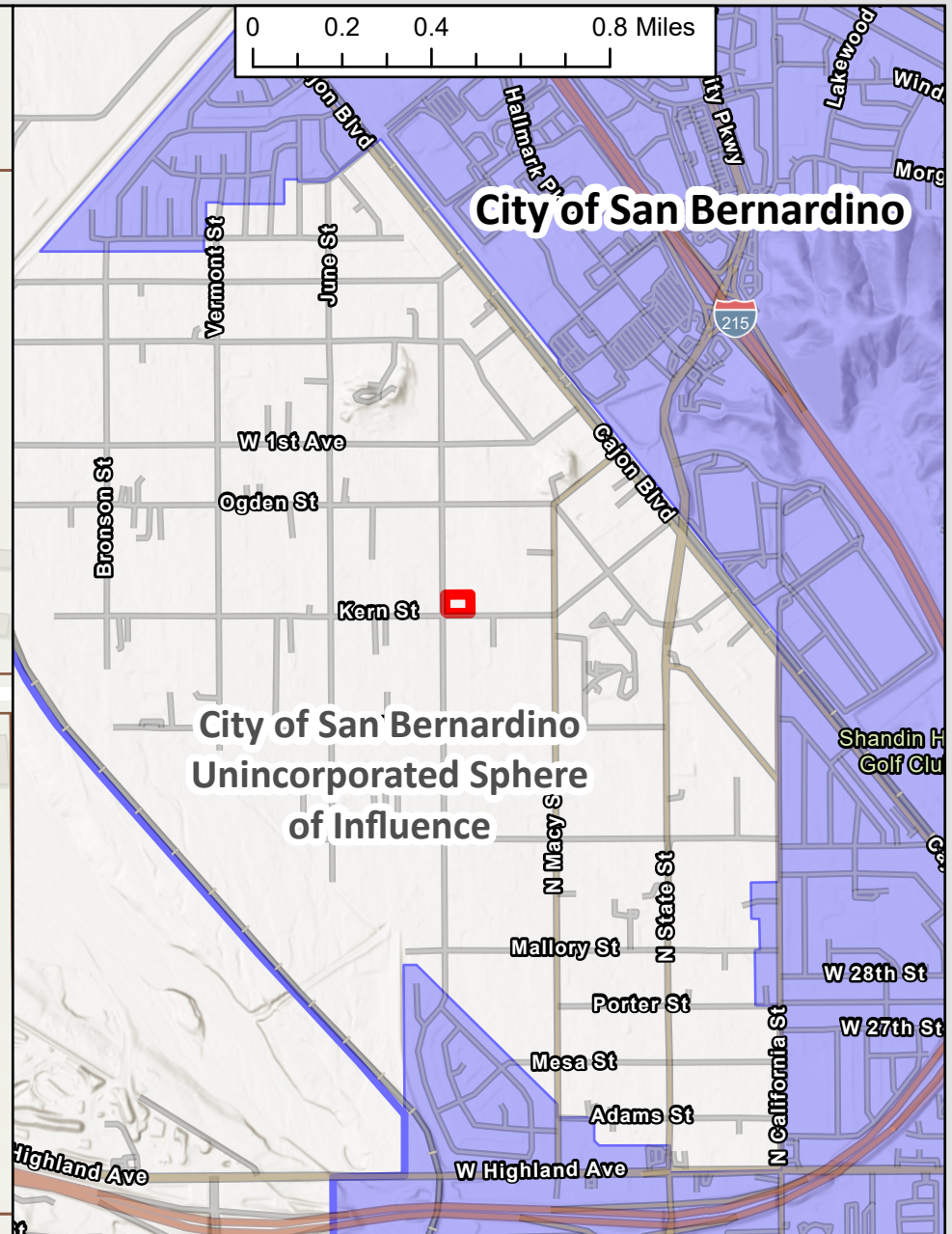
Attachments:

1. [Vicinity Map](#)
2. [City of San Bernardino's Application and Contract](#)
3. [Response from Tom Dodson and Associates](#)
4. [Draft Resolution No. 3440](#)



Vicinity Map

LAFCO SC#560 - City of San Bernardino Irrevocable Agreement to Annex No. 2026-387 for Sewer Service (APN 0267-151-39)



LAFCO SC#560
(0267-151-39)



San Bernardino



San Bernardino Sphere



Parcels



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

N



**SAN BERNARDINO LAFCO
APPLICATION FOR
EXTENSION OF SERVICE BY CONTRACT**

(A certified copy of the City Council/District Board of Directors resolution or a letter from the City Manager/General Manager requesting approval for an out-of-agency service agreement must be submitted together with this application form.)

AGENCY TO EXTEND SERVICE:

AGENCY NAME: San Bernardino Municipal Water Department

CONTACT PERSON: Ted Brunson

ADDRESS: 397 Chandler Place
San Bernardino, CA 92408

PHONE: (909) 453-6165

EMAIL: Ted.Brunson@sbmwd.org

CONTRACTING PARTY:

NAME OF
PROPERTY OWNER: Alexandrina Pal Family Trust

CONTACT PERSON: Alexandrina Pal

MAILING ADDRESS: 4587 Jeremiah Court
Riverside CA, 92503

PHONE: 714-878-5937

EMAIL: alexp4587@gmail.com

ADDRESS OF PROPERTY
PROPOSED FOR CONTRACT: 3245 Duffy Street
Muscoy, CA 92407

CONTRACT NUMBER/IDENTIFICATION: _____

PARCEL NUMBER(S): APN: 0267-151-39

ACREAGE: 1.6 Acreage

*Extension of Service by Contract
Application Form*

(FOR LAFCO USE ONLY)

The following questions are designed to obtain information related to the proposed agreement/contract to allow the Commission and staff to adequately assess the proposed service extension. You may include any additional information which you believe is pertinent. Please use additional sheets where necessary.

1. (a) List the type or types of service(s) to be provided by this agreement/contract.

Sanitary Sewer Treatment (Sewer Treatment)

Sanitary Sewer Collection (Sewer Collection)

- (b) Are any of the services identified above "new" services to be offered by the agency? ☒ YES ☐ NO. If yes, please provide explanation on how the agency is able to provide the service.

Existing sanitary sewer collection mains exist within Duffy Street fronting the parcel.

Existing SBMWD Water Reclamation Treatment Plant has available sewer treatment capacity.

Sewer lateral and connection to the SBMWD sanitary sewer main to be installed by owner.

2. Is the property to be served within the agency's sphere of influence? ☒ YES ☐ NO

3. Please provide a description of the service agreement/contract.

SBMWD Sewer Lateral Connection Invoice to be paid prior to issuance of sewer lateral inspection permits.

Sewer collection and treatment fees to be added to Contract Parcel's SBMWD account for monthly billing.

Irrevocable Annexation Agreement was established as a required condition of connection.

4. (a) Is annexation of the territory by your agency anticipated at some point in the future? ☒ YES ☐ NO. If yes, please provide a projected timeframe when it anticipates filing an application for annexation of territory that would include the area to be served. If no, please provide an explanation as to why a jurisdictional change is not possible at this time.

No known time frame exists. Goals of annexation will be furthered by Irrevocable

Annexation Agreements for new sewer connection.

*Extension of Service by Contract
Application Form*

(FOR LAFCO USE ONLY)

- (b) Is the property to be served contiguous to the agency's boundary?
☒ YES ☐ NO. If yes, please provide explanation on why annexation to the agency is not being contemplated.

The annexation is being contemplated and is desired. Goals of annexation will
be furthered by Irrevocable Annexation Agreements for new sewer connections.
Single parcel annexations are not being pursued, due to administrative costs.

5. Is the service agreement/contract outside the Agency's sphere of influence in response to a threat to the public health and safety of the existing residents as defined by Government Code Section 56133(c)?
☐ YES ☐ NO. If yes, please provide documentation regarding the circumstance (i.e. letter from Environmental Health Services or the Regional Water Quality Control Board).

Not applicable. Contract property is within Agency's sphere of influence.

6. (a) What is the existing use of the property?

The property has an existing SFR with a proposed 4 bedroom SFR and a 4 bedroom ADU
and is awaiting connection to the existing sewer sanitary main within Duffy Street.

- (b) Is a change in use proposed for the property? ☐ YES ☒ NO. If yes, please provide a description of the land use change.

7. If the service agreement/contract is for development purposes, please provide a complete description of the project to be served and its approval status.

The project consist of new sewer lateral for an existing single family residence,
a new SFR and an ADU.

*Extension of Service by Contract
Application Form*

(FOR LAFCO USE ONLY)

8. Are there any land use entitlements/permits involved in the agreement/contract?
☐ YES ☒ NO. If yes, please provide documentation for this entitlement including the conditions of approval and environmental assessment that are being processed together with the project. Please check and attach copies of those documents that apply:

Tentative Tract Map / Parcel Map	☐
Permit (Conditional Use Permit, General Plan Amendment, etc.)	☐
Conditions of Approval	☐
Negative Declaration (Initial Study)	☐
Notice of Determination (NOD)/Notice of Exemption (NOE)	☐
Department of Fish and Game (DFG) Receipt	☐
Others (please identify below)	☐

9. Has the agency proposing to extend service conducted any CEQA review for this contract? ☐ YES ☒ NO. If yes, please provide a copy of the agency's environmental assessment including a copy of the filed NOD/NOE and a copy of the DFG Receipt.

10. Plan for Service:

- (a) Please provide a detailed description of how services are to be extended to the property. The response should include, but not be limited to, a description of: 1) capacity of existing infrastructure, 2) type of infrastructure to be extended or added to serve the area, 3) location of existing infrastructure in relation to the area to be served, 4) distance of infrastructure to be extended to serve the area, and 5) other permits required to move forward with the service extension.

SBMWD maintains a 21-inch Vitrified Clay Pipe (VCP) sanitary sewer main in
Duffy Street fronting the contract parcel. Capacity exists in the 21-inch sanitary sewer
main, as well as at the San Bernardino Water Reclamation Plant, to serve the
contract property. Sewer lateral to be installed by owner's licensed contractor
(Class A or Classes C-34 & C-42), from proposed development up to and including
connection to existing sanitary sewer main. All necessary permits for excavation and
pavement replacement to be obtained by owner's contractor with the respective
governing agencies. SBMWD to provide sewer connection permit and certificate of
paid sewer treatment capacity and sewer collection capacity charges, and perform

Extension of Service by Contract
Application Form

(FOR LAFCO USE ONLY)

inspection within the right-of-way of Duffy Street during installation and
connection of the sewer lateral to the sanitary sewer main.

- (b) Please provide a detailed description of the overall cost to serve the property. The response should include the costs to provide the service (i.e. fees, connection charges, etc.) and also the costs of all improvements necessary to serve the area (i.e. material/equipment costs, construction/installation costs, etc.).

Description of Fees/Charges	Cost	Total
Sewer Service Application Fee	\$180.00	\$180.00
Sewer Treatment Capacity Charge	\$3,500.00 / SFR x 2	\$7,000.00
Sewer Collection Capacity Charge (Existing SFR)	\$420 / Bdrm x 3	\$1,260.00
Sewer Collection Capacity Charge (New SFR)	\$420 / Bdrm x 4	\$1,680.00
Sewer Collection Capacity Charge (ADU)	\$420 / Bdrm x 4	\$1,680.00
Sewer Lateral Inspection Fee	\$415.00	\$420.00
Total Costs		\$12,220.00

- (c) Please identify any unique costs related to the service agreement such as premium outside City/District rates or additional 3rd-party user fees and charges (i.e. fees/charges attributable to other agencies).

Outside City Sewer Service Permit Application Fee of \$1,125.00 was paid with
submission of SBMWD sewer application 12/2/2025.

- (d) If financing is to occur, please provide any special financial arrangement between the agency and the property owner, including a discussion of any later repayment or reimbursement (If available, a copy of the agreement for repayment/reimbursement is to be provided).

Not applicable

- 11 Does the City/District have any policies related to extending service(s) outside its boundary? ☒ YES ☐ NO. If yes, has a copy been provided to LAFCO?
☐ YES ☒ NO. If not, please include a copy of the policy or policies (i.e. resolution, municipal code section, etc.) as part of the application.
Policy attached. Policy was adopted by the City of San Bernardino when the
sewer collection system was maintained by the Public Works Department. It
is unknown if this policy has been provided to LAFCO at an earlier date.

CERTIFICATION

As a part of this application, the City/Town of _____, or the
_____ SBMWD District/Agency 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.

The agency signing this application 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 to
indemnify, hold harmless and reimburse the Commission for all legal actions that might be
initiated as a result of that approval.

*Extension of Service by Contract
Application Form*

(FOR LAFCO USE ONLY)

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

SIGNED

Ted Brunson

NAME:

Ted Brunson

POSITION TITLE:

Development Services Manager

DATE:

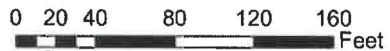
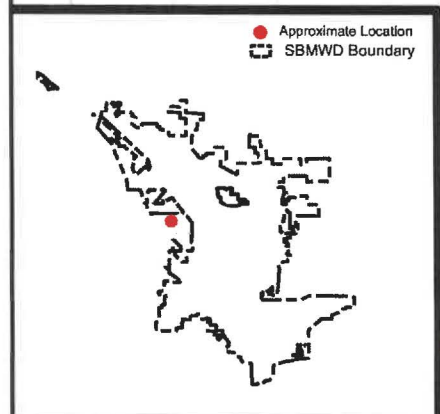
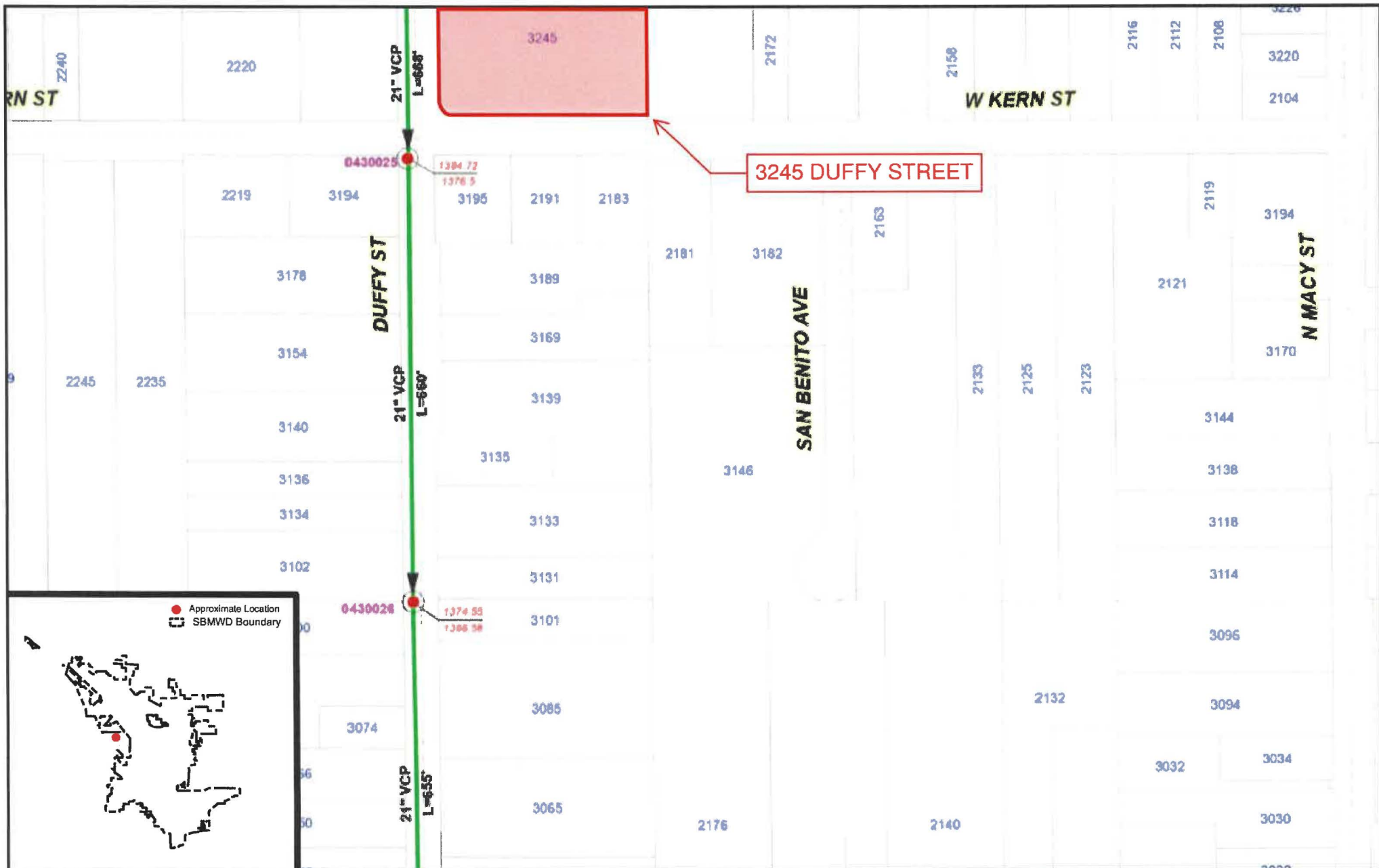
Apr 30, 2026

REQUIRED EXHIBITS TO THIS APPLICATION:

1. Copy of the agreement/contract.
2. Map(s) showing the property to be served, existing agency boundary, the location of the existing infrastructure, and the proposed location of the infrastructure to be extended.
3. Certified Plan for Service (if submitted as a separate document) including financing arrangements for service.

Please forward the completed form and related information to:

Local Agency Formation Commission for San Bernardino County
1170 W. Third Street, Unit 150,
San Bernardino, CA 92415-0490
PHONE: (909) 388-0480 • FAX: (909) 388-0481



NOT FOR CONSTRUCTION USE

This map and accompanying data sheet represent a visual aid intended to assist San Bernardino Municipal Water Department personnel with the management of water system facilities. Data provided hereon is not a guarantee of actual field conditions nor a substitute for record drawings and field verification.

MAY 2025



Jessica Almousa
RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
City of San Bernardino
290 N. D Street
San Bernardino, California 92401
Attn: City Manager



Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC # 2026-0089965

04/07/2026
02:09 PM
SAN

F3010

Titles: 1 Pages: 8

Fees: \$0.00
Taxes: \$0.00
CA SB2 Fee: \$0.00
Total: \$0.00

Exempt from Recording fee
pursuant to Gov't Code §§ 27383, 6103

(Space above for Recorder's use)

IRREVOCABLE AGREEMENT TO ANNEX
No. 2026-387

This Irrevocable Agreement to Annex ("Agreement"), is entered into this 18th day of March, 2026; by and between Alexandrina Pal, as Trustee of the Family Trust of Alexandrina Pal (FKA The Alexandrina Luminita Pal Revocable Living Trust, dated 8/3/11), hereinafter referred to as "OWNER," and the CITY OF SAN BERNARDINO, a charter city and municipal corporation, hereafter referred to as a "CITY." OWNER and CITY may be referred to in this Agreement individually as "Party" and collectively as "Parties".

RECITALS:

WHEREAS, OWNER holds title to the one parcel, APN 0267-151-39-0000, located at 3245 Duffy Street, San Bernardino, California, and parcel is further described as follows:

THE SOUTH 227 FEET OF LOT 414, TRACT NO. 2258, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGES 72 TO 77, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 0267-151-39-0000

WHEREAS, the Property is within the CITY's sphere of influence; and

WHEREAS, OWNER desires to obtain CITY's sewage system and wastewater treatment plant service for the Property; and

WHEREAS, CITY's sewage system and wastewater treatment plant service could be provided to the Property by connecting to the CITY's sewage system; and

WHEREAS, CITY's sewage system and wastewater treatment plant have sufficient capacity to convey and treat the sewage generated by the Property; and

WHEREAS, the covenants and conditions set forth herein shall create an equitable servitude upon the parcel and shall be fully binding upon the OWNER, heirs, successors

and assigns.

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION I**OWNER AGREES:**

- a. To consent to the annexation of the Property to the CITY. OWNER agrees to covenant for itself, its agents, employees, contractors, heirs, successors, and assigns ("Successors") not in any way object to, protest, delay, frustrate or otherwise impede any annexation proceedings concerning the annexation of the Property to the CITY. OWNER and their Successors shall cooperate in every reasonable way with the requests of the CITY, the San Bernardino Local Agency Formation Commission ("LAFCO"), or any other public agency in any proceedings to annex the Property to the CITY. The OWNER and their Successor's cooperation shall include, but not be limited to, the filing of all necessary applications, petitions, plans, drawings, and any other documentation or information required by the CITY, LAFCO, or any other public agency.
- b. To pay such annexation fees and costs and other municipal charges as would ordinarily be charged in the annexation of property to the CITY. Said fees shall be payable when the same becomes due and payable.
- c. To pay all fees and charges and make all deposits required by the CITY to connect to and use the CITY's sewage system and wastewater treatment plant service system, and further agrees to be bound by all CITY ordinances, rules and regulations respecting the sewage system.
- d. To acknowledge that execution of this Agreement to annex is on behalf of all future heirs, successors, and assigns; and that said Agreement shall be irrevocable without written consent of CITY.
- e. To comply with the San Bernardino Municipal Code, General Plan (emphasis on the circulation plan-street section) and any rules and regulations promulgated by the Water Board of the San Bernardino Municipal Water Department relating to CITY's sewage system and wastewater treatment plant service system.
- f. To make application to LAFCO and allow CITY to make application on behalf of the OWNER and pay all application fees, for approval to connect to CITY's sewage system, pursuant to Section 56133 of the Government Code.
- g. To execute a standard form agreement with CITY stipulating the terms and conditions under which the connection to the CITY's sewage system and wastewater treatment plant service system shall be made and maintained.
- h. OWNER acknowledges and agrees that if CITY determines that any attempted annexation fails or is unreasonably delayed because the OWNER or Successors failed to exercise good faith and best efforts to cause or assist in permitting the annexation to occur, any connection to CITY's sewage system and wastewater treatment plant service system permitted or authorized by this agreement may

be disconnected at the sole option of CITY and upon reasonable notice to the OWNER to provide for alternative service.

- i. OWNER agrees to maintain the Property in good condition and in compliance with reasonable standards. Reasonable standards are defined as the level of maintenance service necessary to keep the appearance and operation of the Property free from visible defects, deterioration, dirt, and debris.
- j. OWNER shall indemnify, defend, and hold the CITY and its officials and staff harmless from any and all liability, claims, costs (including reasonable attorneys' fees), damages, expenses and causes of action resulting from any construction performed under or otherwise related to performance of this Agreement.

SECTION II **CITY AGREES:**

- a. To allow OWNER'S parcel, described hereinbefore, to connect to CITY's sewage system and wastewater treatment plant service system, subject to payment of all applicable fees and permits.

SECTION III **BE IT MUTUALLY AGREED, AS FOLLOWS:**

- a. City Clerk for CITY shall record this Agreement with the County Recorder.
- b. The benefit to the subject parcel will inure to the benefit of subsequent owners, their heirs, successors, and assigns, and the agreements, conditions, and covenants contained herein shall be binding upon them and upon the land.
- c. The approval granted to connect said parcel to CITY's sewage system and wastewater treatment plant service system is contingent upon OWNER securing approval from LAFCO.
- d. This Agreement may be executed in counterparts.
- e. CITY and OWNER acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting. Accordingly, the rule of construction which provides the ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to any extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the parties.
- f. This Agreement may only be amended by the written consent of all of the Parties at the time of such amendment. If either Party commences an action against the other Party arising out of or in connection with this Agreement, the

prevailing party shall be entitled to have and recover from the losing Party reasonable attorneys' fees and costs of suit, and, if CITY is awarded such attorneys' fees and costs, such award shall constitute a lien upon the Property.

- g. Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.
- h. This Agreement has been executed in and shall be governed by the laws of the State of California. Venue shall be in the County of San Bernardino.

SIGNATURE PAGE TO IRREVOCABLE AGREEMENT TO ANNEX

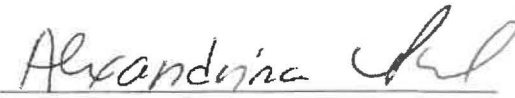
IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be entered into as of the Effective Date set forth above.

CITY OF SAN BERNARDINO

OWNER

Approved By:


Eric Levitt
City Manager


Signature

PP.

City Attorney

Alexandrina Pal, as Trustee of the Family
Name Trust of Alexandrina Pal CFF
The Alexandrina Luminita Pal
Revocable Living Trust, dated

Signature 8/3/11)

Attested By:


Telicia Lopez
CMC, City Clerk

Name _____

**Certificate Attached for
California Notary Wording**

ACKNOWLEDGMENT

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

State of California
County of Riverside

On March 20, 2026 before me, Madeline Alvarez, Notary Public
(insert name and title of the officer)

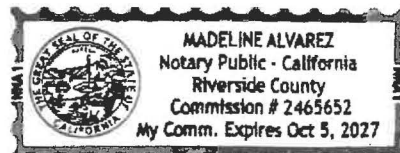
personally appeared Alexandrina Luminita Pal
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
~~his/her~~ their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature

Madeline Alvarez (Seal)



ACKNOWLEDGMENT

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

State of California

County of San BernardinoOn April 1, 2026 before me, Rebecca Garcia, Notary Public
(insert name and title of the officer)personally appeared Eric Levitt

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

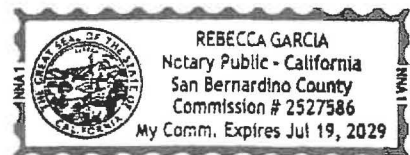
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



TOM DODSON & ASSOCIATES

Mailing Address: PO Box 2307, San Bernardino, CA 92406

Physical Address: 2150 N. Arrowhead Avenue, San Bernardino, CA 92405

Tel: (909) 882-3612 ♦ *Email:* tda@tdaenv.com ♦ tdaenvironmental.com



July 6, 2026

Mr. Samuel Martinez
Local Agency Formation Commission
1170 West 3rd Street, Unit 150
San Bernardino, CA 92415-0480

Dear Sam:

I have completed the California Environmental Quality Act (CEQA) review of out-of-agency service contract, LAFCO SC#560 for the Commission. LAFCO SC#560 consists of a request by the City of San Bernardino to authorize an out-of-agency wastewater service agreement (collection and treatment) for a 1.6-acre parcel that encompasses a residential parcel (APN 0267-151-39) in the community of Muscoy. This parcel is located at the northeast corner of Duffy Street and Kern Street unincorporated community Muscoy which is located in the City's northwestern Sphere of Influence. Refer to the attached Vicinity Map. The property has an existing single-family residence and is proposing to add another single-family residence and an ADU. Entitlements for these structures must be obtained from San Bernardino County. Approval of SC#560 would allow the City of San Bernardino to extend wastewater service (both collection and treatment) services to the existing and proposed structures from a sewer line fronting Duffy Street. The City indicates that the sewer line and Water Reclamation Facility have sufficient capacity to this connection.

Based on the above proposal and the analysis and findings presented below, I conclude that LAFCO SC#560 can be implemented without causing significant adverse environmental impacts. As noted, the administrative record does not identify any action by the County to comply with the California Environmental Quality Act (CEQA) for this proposed project to date. Therefore, LAFCO will consider this extension of service as the CEQA lead agency. Based on the proposal to construct up to two additional residences on this parcel, and the available service lines in close proximity to the site (available in Duffy Street), I conclude that this project has no potential to cause a significant adverse impact on the environment. Further, this 1.6-acre project will function essentially as an infill development within the community, even though it is not currently within the City.

Therefore, I recommend that LAFCO SC#560 does not constitute a project under CEQA and adoption of an exemption (under the "Common Sense" finding in the State CEQA Guidelines) and filing of a Notice of Exemption is the most appropriate determination to comply with the CEQA. This exemption is found in Section 15061 (b) (3) for this action. See the attached definition. The Commission can approve this review and finding for this action based on the preceding analysis, and I recommend that you notice LAFCO SC#560 as exempt from CEQA for

the reasons outlined in the State CEQA Guideline section cited above. The Commission needs to file a Notice of Exemption (NOE) with the County Clerk of the Board for this action once a decision is made for this out-of-agency service agreement.

Thus, after independent review of this proposed action, this proposed out-of-agency service extension does not appear to have any potential to significantly alter the existing physical environment. Since no other project is known to be pending or will occur as a result of approving this application, no other potential significant physical changes in the environment are forecast to result from this action.

Based on this review of LAFCO SC#560 and the pertinent sections of CEQA and the State CEQA Guidelines, I believe it is appropriate for the Commission's CEQA environmental determination to cite the "Common Sense" exemption, as adequate substantiation in accordance with the Commission's CEQA lead agency status. If you have any questions regarding this recommendation, please feel free to give me a call.

Sincerely,

A handwritten signature in black ink that reads "Tom Dodson". The signature is written in a cursive, flowing style.

Tom Dodson
Attachments

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1601 E. 3rd Street, Suite 102, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 388-0481
lafco@lafco.sbcounty.gov
www.sanbernardinolafco.gov

PROPOSAL NO.: LAFCO SC#560

HEARING DATE: JULY 15, 2026

RESOLUTION NO. 3440

A RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY MAKING DETERMINATIONS ON LAFCO SC#560 – CITY OF SAN BERNARDINO IRREVOCABLE AGREEMENT TO ANNEX NO. 2026-387 FOR SEWER SERVICE (APN 0267-151-39)

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

WHEREAS, Government Code Section 56133 requires the Local Agency Formation Commission to review and approve or deny applications for agencies to provide services outside their existing boundaries; and,

WHEREAS, an application for the proposed service extension in San Bernardino County was filed with the Executive Officer of this Local Agency Formation 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 determined 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 his 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 July 15, 2026 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 protests; and all persons present were given an opportunity to hear and be heard in respect to any matter relating to the contract, in evidence presented at the hearing;

NOW, THEREFORE, BE IT RESOLVED, that the Local Agency Formation Commission for San Bernardino County does hereby determine, find, resolve and order as follows:

RESOLUTION NO. 3440

DETERMINATIONS:

SECTION 1. The following determinations are noted in conformance with Commission policy:

1. The property, identified as Assessor Parcel Number 0267-151-39, is within the sphere of influence assigned to the City of San Bernardino and is anticipated to become a part of that City sometime in the future. The application requests authorization to receive City of San Bernardino sewer service.

Water service is currently provided and will continue to be provided by the Muscoy Mutual Water Company.

Approval of the City's request for authorization to provide sewer service is necessary for the proposed development of the single-family residence and accessory dwelling unit to proceed. At the same time, sewer service will also be extended to the residential building that already exists on the property.

2. The City of San Bernardino's Irrevocable Agreement to Annex No. 2026-387 being considered is for the provision of sewer service to Assessor Parcel Number 0267-151-39. This contract will remain in force in perpetuity or until such time as the area is annexed. Approval of this request for authorization will allow the property owner and the City of San Bernardino to proceed in finalizing the contract for the extension of sewer service.
3. The fees charged by the City of San Bernardino for the extension of sewer service to the parcel are identified as totaling \$12,220. In addition, the property owner will be responsible for the entire cost for the construction and installation of the sewer lateral extension.
4. The Local Agency Formation Commission for San Bernardino County has determined that this service contract is exempt from environmental review under the "Common Sense Rule" since it has no potential to cause a significant adverse impact on the environment (Section 15061[b] [3] of the State California Environmental Quality Act Guidelines). Therefore, this proposal is not subject to environmental review under the provisions of the State CEQA Guidelines section cited above or the Commission's adopted CEQA Guidelines. The Commission hereby adopts the Exemption and directs its Executive Officer to file a Notice of Exemption within five (5) working days with the San Bernardino County Clerk of the Board of Supervisors.

SECTION 2. CONDITION. The City of San Bernardino 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 service contract, including any reimbursement of legal fees and costs incurred by the Commission.

RESOLUTION NO. 3440

SECTION 3. The Local Agency Formation Commission for San Bernardino County does hereby determine to authorize the service extension contract submitted by the City of San Bernardino to provide sewer service to the property, Assessor Parcel Number 0267-151-39.

SECTION 4. The Commission instructs the Executive Officer of this Local Agency Formation Commission to notify the affected agencies that the application identified as LAFCO SC#560 – City of San Bernardino Irrevocable Agreement to Annex No. 2026-387 for Sewer Service, has been approved.

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

AYES: COMMISSIONERS:
NOES: COMMISSIONERS:
ABSTAIN: COMMISSIONERS:
ABSENT: COMMISSIONERS:

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

I, SAMUEL MARTINEZ, 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 July 15, 2026.

DATED:

SAMUEL MARTINEZ
Executive Officer

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1601 E. 3rd Street, Unit 102, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 388-0481
lafco@lafco.sbcounty.gov
www.sanbernardinolafco.gov

DATE: JULY 08, 2026 
FROM: SAMUEL MARTINEZ, Executive Officer
ARTURO PASTOR, Analyst
TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: AGENDA ITEM #9: LAFCO SC#562 – CITY OF REDLANDS OSC 26-01
FOR WATER SERVICE (APN 0302-152-06)

INITIATED BY:

City of Redlands, on behalf of the property owner.

RECOMMENDATION:

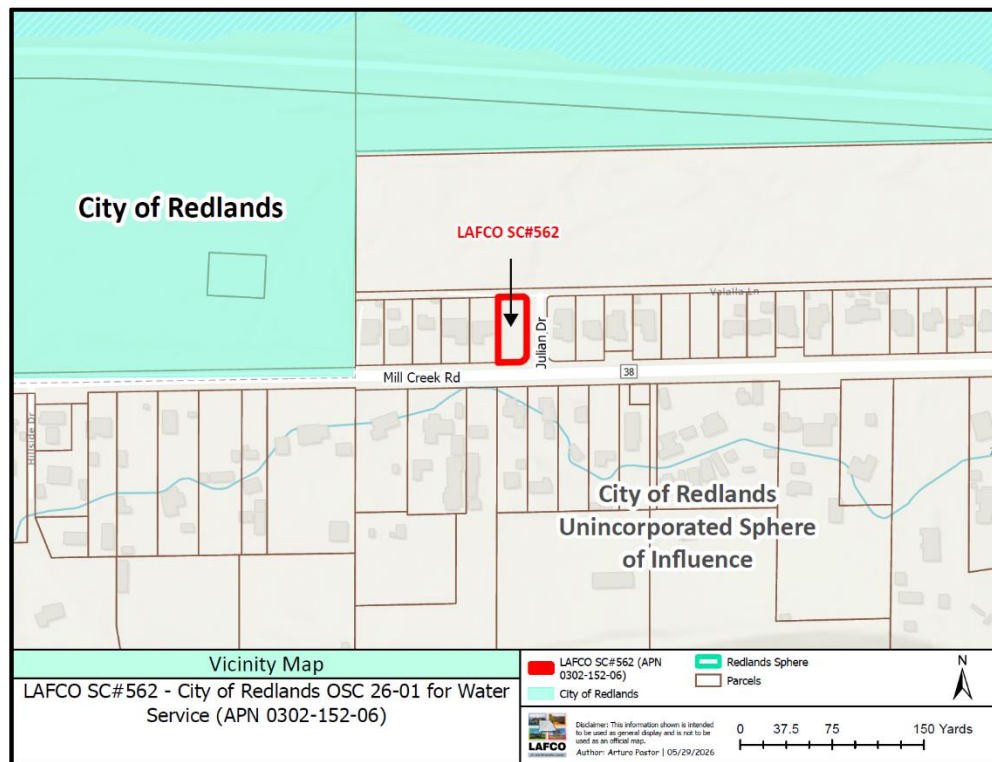
Staff recommends that the Commission approve LAFCO SC#562 by taking the following actions:

1. Certify that LAFCO SC#562 is exempt from environmental review and direct the Executive Officer to file a Notice of Exemption within five (5) days of this action.
2. Approve LAFCO SC#562 authorizing the City of Redlands to extend water service outside its boundaries to Assessor Parcel Number 0302-152-06.
3. Adopt LAFCO Resolution No. 3441 setting forth the Commission's determinations and approval of the agreement for service outside the City of Redlands' boundaries.

BACKGROUND:

The City of Redlands (hereinafter the "City") has submitted a request for approval of an out-of-agency service agreement that outlines the terms by which it will extend water service to a single parcel, Assessor Parcel Number (APN) 0302-152-06. The service contract area, which is approximately 0.25 acres, is generally located on the northwest corner of Mill Creek Road and Julian Drive (2789 Mill Creek Road), within the City's eastern sphere of influence, in the unincorporated community of Mentone.

The map below, which is also included as Attachment #1, provides a location and vicinity map of the site.



Vicinity Map

The property owner intends to construct a single-family residence on the parcel, which requires connection to the City's water facilities. Therefore, the City, on behalf of the property owner, is requesting that the Commission authorize the extension of water service to the parcel pursuant to the provisions of Government Code Section 56133. Authorization of this agreement is required before the City can take final actions to implement the terms of the agreement.

PLAN FOR SERVICE:

The City's application, included as Attachment #2, identifies that water service to the parcel will be provided through a lateral connection to the existing 8-inch water main in Mill Creek Road, and will include the installation of a domestic water meter and establishing a utility service account.

Pursuant to the Commission's application requirements for service contracts, information has been provided regarding all financial obligations for the extension of service outside the agency's boundaries. The City has submitted an estimated cost of \$10,682 for the extension of water service to the parcel. Following is a table with a breakdown of the fee calculation:

Description of Fees/Charges	Cost
Development Impact Fee	
Water Source Acquisition	\$1,585
Water Capital Improvement	\$5,652
Connection Fee	
Meter Set	\$225
Other Fees	
Measure "U" Charges	\$0
Water Frontage Charge	\$3,220
TOTAL	\$10,682

In addition to the cost outlined above, the property owner will be responsible for the entire cost of the lateral connection extending from the existing water main to the parcel.

ENVIRONMENTAL DETERMINATION:

As the CEQA lead agency, the Commission's Environmental Consultant, Tom Dodson from Dodson and Associates, has reviewed this service contract application and has indicated that it is his recommendation that the review of LAFCO SC#562 is exempt from the California Environmental Quality Act (CEQA). This recommendation is based on the finding that the Commission's approval of the out-of-agency service agreement has no potential to cause a significant adverse impact on the environment; and therefore, the service contract application is exempt (under the "Common Sense Rule") from the requirements of CEQA, as outlined in the State CEQA Guidelines, Section 15061(b)(3). A copy of Mr. Dodson's response is included as Attachment #3 to this report.

CONCLUSION:

The purpose of the service contract application is for the City to receive authorization to provide water service outside its boundaries via contract to a parcel that requires connection to the City of Redlands' water facilities. Staff has reviewed this request for authorization to provide water service from the City of Redlands outside its corporate boundaries against the criteria established by Commission policy and Government Code Section 56133. The parcel to be served is within the sphere of influence assigned to the City of Redlands and is anticipated to become a part of the City sometime in the future. Staff supports the City's request for authorization to provide water service to APN 0302-152-06 since its facilities are adjacent to the parcel, and there is no other existing entity available to provide this service within the area.

DETERMINATIONS:

1. The property, identified as Assessor Parcel Number (APN) 0302-152-06, is within the sphere of influence assigned to the City of Redlands and is anticipated to become a part of that City sometime in the future. The application requests authorization to receive City of Redlands water service.
2. The City of Redlands' OSC No. 26-01 being considered is for the provision of water service to APN 0302-152-06. This contract will remain in force in perpetuity or until such time as the area is annexed. Approval of this request will allow the property owner and the City of Redlands to proceed in finalizing the contract for the extension of water service.
3. The City of Redlands estimates a total of \$10,682 in fees for the extension of water service to the parcel. Payment of these fees are required prior to connection to the City's water facilities. In addition, the property owner will be responsible for the entire costs of the construction and installation of the water service extension.
4. The Local Agency Formation Commission for San Bernardino County has determined that this service contract is exempt from environmental review under the "Common Sense Rule" since it has no potential to cause a significant adverse impact on the environment (Section 15061[b] [3] of the State California Environmental Quality Act Guidelines). Therefore, this proposal is not subject to environmental review under the provisions of the State CEQA Guidelines section cited above or the Commission's adopted CEQA Guidelines. The Commission directs its Executive Officer to file a Notice of Exemption within five (5) days with the San Bernardino County Clerk of the Board of Supervisors.

Attachments:

1. [Vicinity Map](#)
2. [City of Redlands' Application and Contract](#)
3. [Response from Tom Dodson and Associates](#)
4. [Draft Resolution No. 3441](#)

City of Redlands

LAFCO SC#562



Mill Creek Rd

Julian Dr

Valalla Ln

38

**City of Redlands
Unincorporated Sphere
of Influence**

Vicinity Map

**LAFCO SC#562 - City of Redlands OSC 26-01 for Water
Service (APN 0302-152-06)**

 LAFCO SC#562 (APN
0302-152-06)

 City of Redlands

 Redlands Sphere

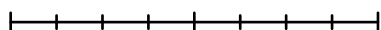
 Parcels



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

Author: Arturo Pastor | 05/29/2026

0 37.5 75 150 Yards

A horizontal scale bar with markings at 0, 37.5, 75, and 150 yards.

**SAN BERNARDINO LAFCO
APPLICATION FOR
EXTENSION OF SERVICE BY CONTRACT**

(A certified copy of the City Council/District Board of Directors resolution or a letter from the City Manager/General Manager requesting approval for an out-of-agency service agreement must be submitted together with this application form.)

AGENCY TO EXTEND SERVICE:

AGENCY NAME: City of Redlands
CONTACT PERSON: Donald Young
ADDRESS: 35 Cajon Street, Redlands CA 92373

PHONE: 909-798-7585 x6
EMAIL: DYOUNG@CITYOFREDLANDS.ORG

CONTRACTING PARTY:

NAME OF
PROPERTY OWNER: Jose F. Sosa Sosa
CONTACT PERSON: Jose F. Sosa Sosa
MAILING ADDRESS: 624 W Etiwanda Avenue, Rialto CA 92376

PHONE: 909-734-4933
EMAIL: JSOSA0512@gmail.com
ADDRESS OF PROPERTY
PROPOSED FOR CONTRACT: 2789 Mill Creek Road, Mentone CA 92359
CONTRACT NUMBER/IDENTIFICATION: OSC 26-01
PARCEL NUMBER(S): 0302-152-06-0000
ACREAGE: 0.25

*Extension of Service by Contract
Application Form*

(FOR LAFCO USE ONLY)

The following questions are designed to obtain information related to the proposed agreement/contract to allow the Commission and staff to adequately assess the proposed service extension. You may include any additional information which you believe is pertinent. Please use additional sheets where necessary.

1. (a) List the type or types of service(s) to be provided by this agreement/contract.

Domestic water service

- (b) Are any of the services identified above "new" services to be offered by the agency? ☐ YES ☒ NO. If yes, please provide explanation on how the agency is able to provide the service.

2. Is the property to be served within the agency's sphere of influence? ☒ YES ☐ NO

3. Please provide a description of the service agreement/contract.

Preannexation Agreement

4. (a) Is annexation of the territory by your agency anticipated at some point in the future? ☒ YES ☐ NO. If yes, please provide a projected timeframe when it anticipates filing an application for annexation of territory that would include the area to be served. If no, please provide an explanation as to why a jurisdictional change is not possible at this time.

Projected timeframe for annexation has too many variables to

allow for a prediction of when the annexation will occur.

**Extension of Service by Contract
Application Form**

(FOR LAFCO USE ONLY)

- (b) Is the property to be served contiguous to the agency's boundary?
☐ YES ☒ NO. If yes, please provide explanation on why annexation to the agency is not being contemplated.

5. Is the service agreement/contract outside the Agency's sphere of influence in response to a threat to the public health and safety of the existing residents as defined by Government Code Section 56133(c)?
☐ YES ☐ NO. If yes, please provide documentation regarding the circumstance (i.e. letter from Environmental Health Services or the Regional Water Quality Control Board).

6. (a) What is the existing use of the property?
Vacant land intended for single family residential use.

- (b) Is a change in use proposed for the property? ☐ YES ☒ NO. If yes, please provide a description of the land use change.

7. If the service agreement/contract is for development purposes, please provide a complete description of the project to be served and its approval status.

Property is currently vacant land. Owner intends to construct single family residence.

Owner is coordinating with San Bernardino County Building division to obtain

building permits for construction.

**Extension of Service by Contract
Application Form**

(FOR LAFCO USE ONLY)

8. Are there any land use entitlements/permits involved in the agreement/contract?
☐ YES ☒ NO. If yes, please provide documentation for this entitlement including the conditions of approval and environmental assessment that are being processed together with the project. Please check and attach copies of those documents that apply:

Tentative Tract Map / Parcel Map	☐
Permit (Conditional Use Permit, General Plan Amendment, etc.)	☐
Conditions of Approval	☐
Negative Declaration (Initial Study)	☐
Notice of Determination (NOD)/Notice of Exemption (NOE)	☐
Department of Fish and Game (DFG) Receipt	☐
Others (please identify below)	☐

9. Has the agency proposing to extend service conducted any CEQA review for this contract? ☐ YES ☒ NO. If yes, please provide a copy of the agency's environmental assessment including a copy of the filed NOD/NOE and a copy of the DFG Receipt.

10. Plan for Service:

- (a) Please provide a detailed description of how services are to be extended to the property. The response should include, but not be limited to, a description of:
1) capacity of existing infrastructure, 2) type of infrastructure to be extended or added to serve the area, 3) location of existing infrastructure in relation to the area to be served, 4) distance of infrastructure to be extended to serve the area, and 5) other permits required to move forward with the service extension.

Installation of a domestic water service that will connect to the existing 8" water
main in Mill Creek Road. Upon approval of this Extension of Service Contract,
the applicant will apply for installation of a water meter and establishment of a
utility service account. The applicant will need to hire a licensed contractor
for installation of the water lateral.

Extension of Service by Contract
Application Form

(FOR LAFCO USE ONLY)

- (b) Please provide a detailed description of the overall cost to serve the property. The response should include the costs to provide the service (i.e. fees, connection charges, etc.) and also the costs of all improvements necessary to serve the area (i.e. material/equipment costs, construction/installation costs, etc.).

Description of Fees/Charges	Cost	Total
<i>Development Impact Fees</i>		
Water Source Acquisition	\$1,585	\$1,585
Water Capital Improvement	\$5,652	\$5,652
<i>Connection Fee</i>		
Meter Set	\$225	\$225
<i>Other Fees</i>		
Measure "U" Charges	\$0	\$0
Water Frontage Charge	\$3,220	\$3,220
<i>Note that fees are subject to change and will be assessed at the rate in effect at time of water meter set.</i>		
Total Costs	\$10,682	\$10,682

- (c) Please identify any unique costs related to the service agreement such as premium outside City/District rates or additional 3rd-party user fees and charges (i.e. fees/charges attributable to other agencies).

Not Applicable

*Extension of Service by Contract
Application Form*

(FOR LAFCO USE ONLY)

- (d) If financing is to occur, please provide any special financial arrangement between the agency and the property owner, including a discussion of any later repayment or reimbursement (If available, a copy of the agreement for repayment/reimbursement is to be provided).

- 11 Does the City/District have any policies related to extending service(s) outside its boundary? ☒ YES ☐ NO. If yes, has a copy been provided to LAFCO? ☒ YES ☐ NO. If not, please include a copy of the policy or policies (i.e. resolution, municipal code section, etc.) as part of the application.

City of Redlands Municipal Code identifies appropriate procedures for extension of utility service to properties with the City's sphere of influence areas.

CERTIFICATION

As a part of this application, the City/Town of Redlands, or the _____ District/Agency 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.

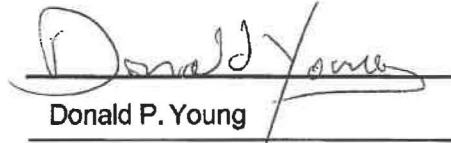
The agency signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I understand that if this application is approved, the Commission will impose a condition requiring the applicant to indemnify, hold harmless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

*Extension of Service by Contract
Application Form*

(FOR LAFCO USE ONLY)

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

SIGNED


Donald P. Young

NAME:

POSITION TITLE:

One Stop Permit Center

DATE:

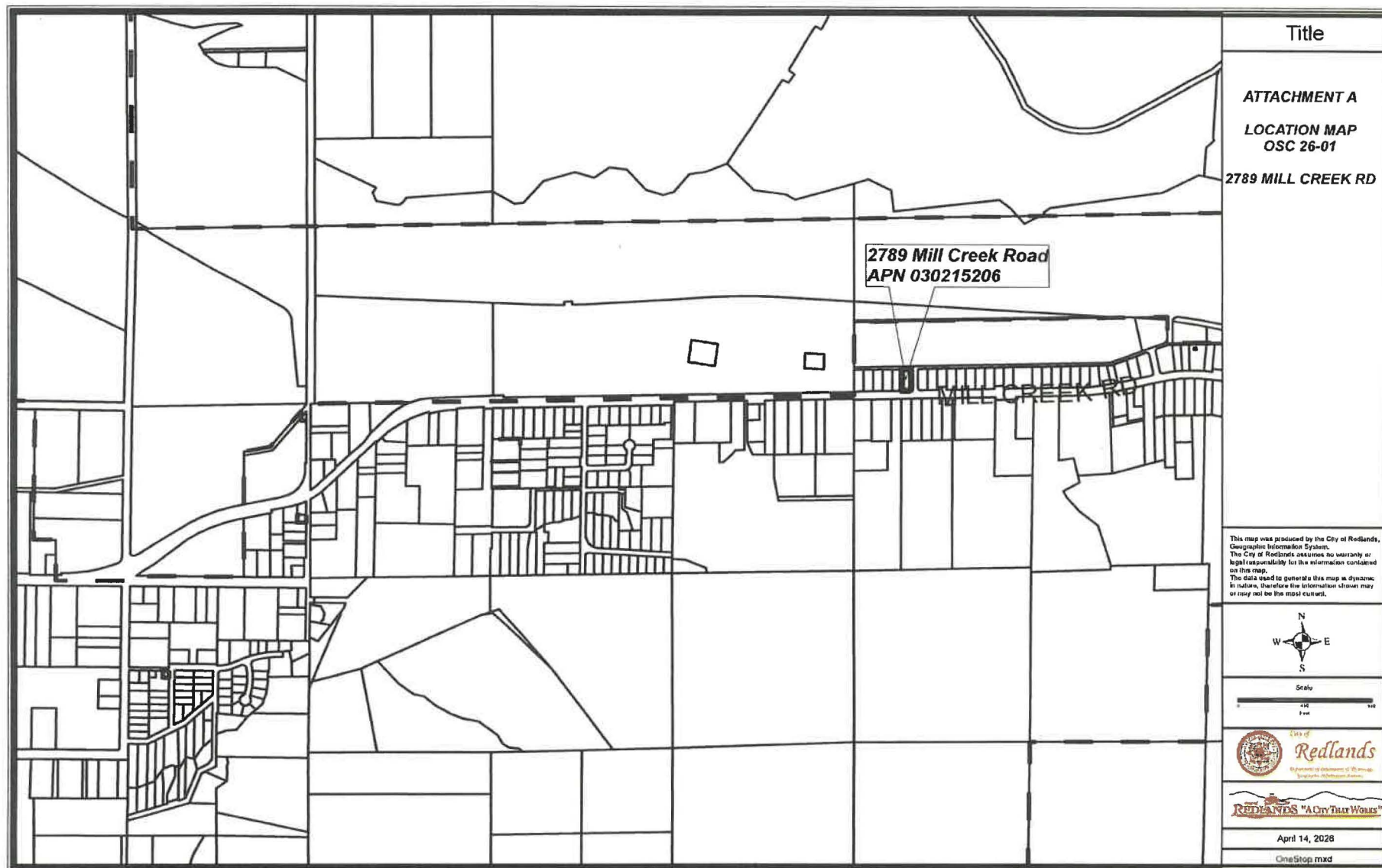
Manager 04/23/2026

REQUIRED EXHIBITS TO THIS APPLICATION:

1. Copy of the agreement/contract.
2. Map(s) showing the property to be served, existing agency boundary, the location of the existing infrastructure, and the proposed location of the infrastructure to be extended.
3. Certified Plan for Service (if submitted as a separate document) including financing arrangements for service.

Please forward the completed form and related information to:

Local Agency Formation Commission for San Bernardino County
1170 W. Third Street, Unit 150,
San Bernardino, CA 92415-0490
PHONE: (909) 388-0480 • FAX: (909) 388-0481



RESOLUTION NO. 8775

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING PRE-ANNEXATION AGREEMENT NO. 26-01, RELATED TO OUTSIDE CITY UTILITY CONNECTIONS FOR WATER SERVICE FOR A LOT LOCATED AT 2789 MILL CREEK ROAD (APN: 0302-152-06-0000), WITHIN THE UNINCORPORATED COMMUNITY OF MENTONE WITHIN SAN BERNARDINO COUNTY.

WHEREAS, Jose F. Sosa Sosa have filed an application for Outside City Case No. 26-01 and Pre-Annexation No. 26-01 with the City for an outside City utility connection for a 0.25 acre parcel located at 2789 Mill Creek Road (APN: 0302-152-06-0000) in the unincorporated community of Mentone within San Bernardino County; and

WHEREAS, on April 21st, 2026, the City Council found that Outside City Case No. 26-01 was consistent with the City's General Plan and determined the public health, safety, welfare of the residents of Redlands would be served by the City's continued processing of the Outside City Case application, determined that the City of Redlands was acting as a Responsible Agency under the California Environmental Quality Act, and directed staff to prepare a Pre-Annexation Agreement; and

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

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

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

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

Section 2. The City Council hereby approves Pre-Annexation No. 24-02 (Exhibit A) for the provision of water service to enable development of a water service connection for a proposed single-family residence on the lot located at 2789 Mill Creek Road (APN: 0302-152-06-0000) in the unincorporated community of San Bernardino County.

ADOPTED, SIGNED AND APPROVED this 21st day of April, 2026.



Mario Saucedo, Mayor

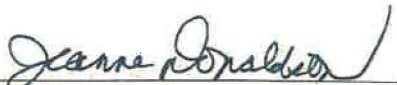
ATTEST:



Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 21st day of April, 2026, by the following vote:

AYES: Councilmembers Barich, Tejeda, Davis, Shaw; Mayor Saucedo
NOES: None
ABSENT: None
ABSTAIN: None



Jeanne Donaldson, City Clerk

EXHIBIT A

Pre-Annexation Agreement



Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

DOC# 2026-0104475

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

04/23/2026
04:49 PM
SAN

Titles: 1 Pages: 13

K5079

Fees	\$0.00
Taxes	\$0.00
CA SB2 Fee	\$0.00
Total	\$0.00

**FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103**

(THIS SPACE FOR RECORDER'S USE ONLY)

AGREEMENT FOR ANNEXATION AND PROVISION FOR CITY UTILITY SERVICES

This Agreement for Annexation and Provision of City Utility Services ("Agreement") is made and entered into this 21st day of April, 2026, by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California ("City") and Jose F. Sosa Sosa, a married man as his sole and separate property, ("Property Owner"). City and Property Owner are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

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

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

WHEREAS, Property Owner owns a parcel of land generally located at 2789 Mill Creek Road and identified as county of San Bernardino Assessor's Parcel Number 0302-152-06-0000 ("Property") in the unincorporated area of the county of San Bernardino within the City's sphere of influence, as described in Exhibit "A" titled "Site Plan" and Exhibit "B" titled "Grant Deed" has made a request and application to City to receive water service for property located in the unincorporated area of the county of San Bernardino, and has provided evidence satisfactory to City that Property Owner is the fee owner of the Property; and

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

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

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

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

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

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

AGREEMENT

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

pay the full cost of such service as established by City for the extension of utility services to the Property.

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

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

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

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

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

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

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

10. Indemnity and Cost of Litigation.

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

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

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

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

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

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

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

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

owner of the Property.

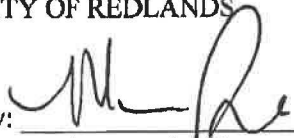
17. Waiver and Release. Property Owner hereby waives and releases any and all claims it may have against City, and its elected and appointed officials, officers, employees and agents with respect to any City actions or omissions relating to the development of the Property, and the Parties' entry into,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

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

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

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

CITY OF REDLANDS

By: 

Mario Saucedo, Mayor

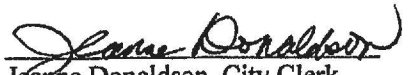
PROPERTY OWNER

By: 

Jose F. Sosa Sosa, Owner

By: _____

ATTEST:

By: 

Jeanne Donaldson, City Clerk

CLEAR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

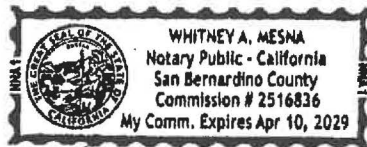
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Bernardino)
 On 04/23/2026 before me, Whitney A. Mesna, Notary Public
Date Here Insert Name and Title of the Officer
 Personally appeared Mario Saucedo and Jeanne Donaldson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Agreement for Annexation Document Date 04/21/2026

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____ Signer's Name _____

Corporate Officer—Title(s) _____ Corporate Officer—Title(s) _____

Partner Limited General Partner Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other _____ Other _____

Signer Is Representing _____ Signer Is Representing _____

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of CALIFORNIA }

County of SAN BERNARDINO }

On 04/14/2026 before me, LUIS ERNESTO SANCHEZ, NOTARY PUBLIC
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

RECORDING REQUEST
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 7 Document Date 04/14/2026

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

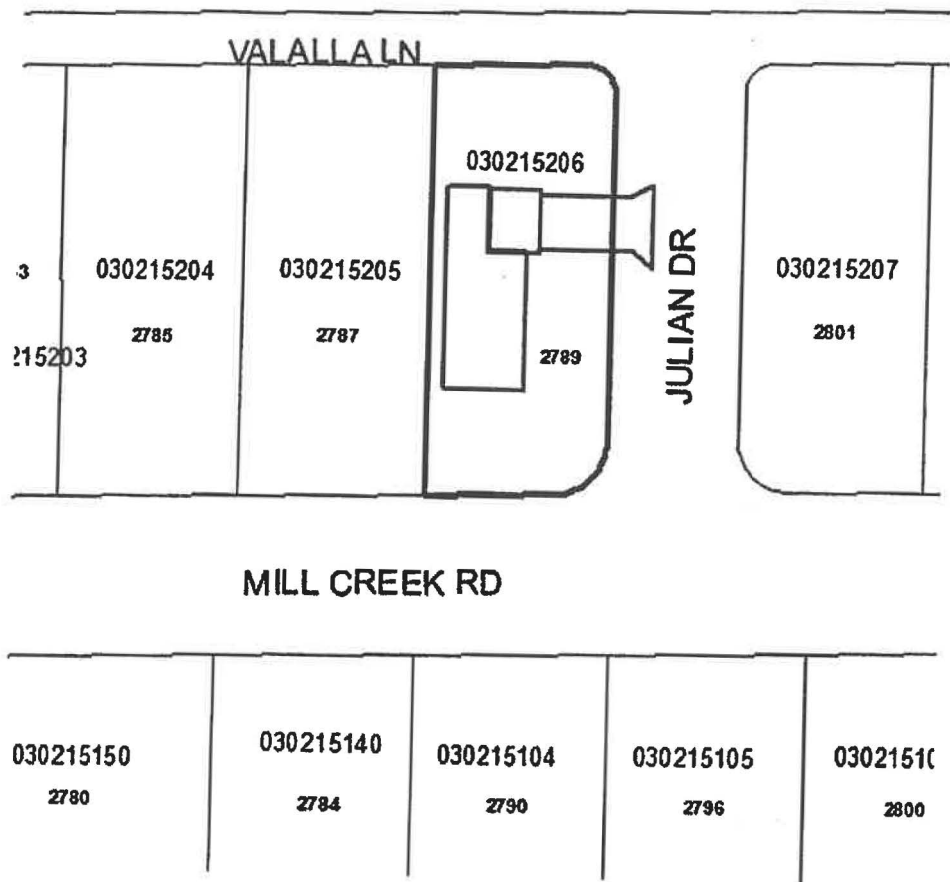
INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT "A"
SITE PLAN

Site Plan
2789 Mill Creek Road



Preannexation Agreement
Exhibit "A"

EXHIBIT "B"
GRANT DEED

RECORDING REQUESTED BY:
Fidelity National Title Company - **IE**



Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2025-0317799

**When Recorded Mail Document
and Tax Statement To:**

Jose F. Sosa Sosa
624 West Etiwanda Avenue
Rialto, CA 92376

12/30/2025
02:15 PM
SAN

K4616

Titles: 1 Pages: 3

Fees	\$20.00
Taxes	\$95.70
CA SB2 Fee	\$0.00
Total	\$115.70

Escrow No.: IE2508462 ✓

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN/Parcel ID(s): 0302-152-06-0-000

GRANT DEED

The undersigned grantor(s) declare(s)

- ☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is \$95.70** and is computed on:
☒ the full value of the interest or property conveyed.
☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☒ the **City of Mentone**.

unincorporated area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Nancy Ruth Hulla, Successor
Trustee of The Charles R. Kiel Trust dated March 22, 2006

hereby GRANT(S) to Jose F. Sosa Sosa, a married man as his sole and separate property

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PROPERTY COMMONLY KNOWN AS: Vacant Land (APN: 0302-152-06-0-000), Mill Creek Road, Mentone, CA
92359

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): 0302-152-06-0-000

Dated: December 12, 2025

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Nancy Ruth Hulla, Successor Trustee of The Charles R. Kiel Trust dated March 22, 2006

BY: Nancy Ruth Hulla
Nancy Ruth Hulla
Successor Trustee

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

State of Oregon
County of Josephine

On December 26, 2025 before me, Kristin Marie Woodmency, Notary Public,
(here insert name and title of the officer)

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

Oregon

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

WITNESS my hand and official seal.

Signature

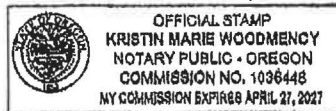


EXHIBIT A
Legal Description

For APN/Parcel ID(s): 0302-152-06-0-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE OF MENTONE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 6 OF TRACT NO. 2875, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 45, PAGES 48, 49 AND 50 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOM DODSON & ASSOCIATES

Mailing Address: PO Box 2307, San Bernardino, CA 92406

Physical Address: 2150 N. Arrowhead Avenue, San Bernardino, CA 92405

Tel: (909) 882-3612 ♦ Email: tda@tdaenv.com ♦ tdaenvironmental.com



July 6, 2026

Mr. Samuel Martinez
Local Agency Formation Commission
1601 East 3rd Street, Suite 102
San Bernardino, CA 92415-0490

Dear Sam:

I have completed the California Environmental Quality Act (CEQA) review of out-of-agency service contract, LAFCO SC#562 for the Commission. LAFCO SC#562 consists of a request by the City of Redlands to authorize an out-of-agency water service agreement for a 0.25 acre residential parcel (APN 0302-152-06). This parcel is located in the Mentone unincorporated community of the City's eastern Sphere of Influence at 2789 Mill Creek Road, at the northwest corner of Mill Creek Road and Julian Drive. Refer to the attached Vicinity Map and aerial photograph of the project site. The owner is seeking to construct a single-family residence at this time and the water connection will provide water to a proposed onsite single-family residence. The water connection will consist of a lateral extension from an existing 8" water line in Mill Creek Road. Approval of SC#562 would allow the City of Redlands to extend water service to this property.

Based on the above proposal and the analysis and findings presented below, I conclude that LAFCO SC#562 can be implemented without causing any significant adverse environmental impacts. LAFCO will consider this extension of service as the CEQA lead agency for this proposal. Based on the proposal, the limited ground disturbance to provide the water connection, and the available service line in close proximity to the site, I conclude that this project has no potential to cause a significant adverse impact on the environment.

Therefore, I recommend that LAFCO conclude that SC#562 does not constitute a project under CEQA and adoption of an exemption (under the "Common Sense" finding in the State CEQA Guidelines) and filing of a Notice of Exemption is the most appropriate determination to comply with the CEQA. This exemption is found in Section 15061 (b) (3) for this action. The Commission can approve this review and finding for this action based on the preceding analysis, and I recommend that you notice LAFCO SC#562 as exempt from CEQA for the reasons outlined in the State CEQA Guideline section cited above. The Commission needs to file a Notice of Exemption (NOE) with the County Clerk of the Board for this action once a decision is made for this out-of-agency service agreement.

Thus, after independent review of this proposed action, this proposed out-of-agency service extension does not appear to have any potential to significantly alter the existing physical environment. Since no other project is known to be pending or will occur as a result of approving this application, no other potential significant physical changes in the environment are forecast to result from approval of this action.

Based on this review of LAFCO SC#562 and the pertinent sections of CEQA and the State CEQA Guidelines, I believe it is appropriate for the Commission's CEQA environmental determination to cite the "Common Sense" exemption, as adequate substantiation in accordance with the Commission's CEQA lead agency status. If you have any questions regarding this recommendation, please feel free to give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Tom Dodson".

Tom Dodson
Attachments

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1601 E. 3rd Street, Suite 102, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 388-0481
lafco@lafco.sbcounty.gov
www.sanbernardinolafco.gov

PROPOSAL NO.: LAFCO SC#562

HEARING DATE: JULY 15, 2026

RESOLUTION NO. 3441

A RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY MAKING DETERMINATIONS ON LAFCO SC#562 – CITY OF REDLANDS OSC 26-01 FOR WATER SERVICE (APN 0302-152-06)

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

WHEREAS, Government Code Section 56133 requires the Local Agency Formation Commission to review and approve or deny applications for agencies to provide services outside their existing boundaries; and,

WHEREAS, an application for the proposed service extension in San Bernardino County was filed with the Executive Officer of this Local Agency Formation 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 determined 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 his 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 July 15, 2026 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 protests; and all persons present were given an opportunity to hear and be heard in respect to any matter relating to the contract, in evidence presented at the hearing;

NOW, THEREFORE, BE IT RESOLVED, that the Local Agency Formation Commission for San Bernardino County does hereby determine, find, resolve and order as follows:

RESOLUTION NO. 3441

DETERMINATIONS:

SECTION 1. The following determinations are noted in conformance with Commission policy:

1. The property, identified as Assessor Parcel Number (APN) 0302-152-06, is within the sphere of influence assigned to the City of Redlands and is anticipated to become a part of that City sometime in the future. The application requests authorization to receive City of Redlands water service.
2. The City of Redlands' OSC No. 26-01 being considered is for the provision of water service to APN 0302-152-06. This contract will remain in force in perpetuity or until such time as the area is annexed. Approval of this request will allow the property owner and the City of Redlands to proceed in finalizing the contract for the extension of water service.
3. The City of Redlands estimates a total of \$10,682 in fees for the extension of water service to the parcel. Payment of these fees are required prior to connection to the City's water facilities. In addition, the property owner will be responsible for the entire costs of the construction and installation of the water service extension.
4. The Local Agency Formation Commission for San Bernardino County has determined that this service contract is exempt from environmental review under the "Common Sense Rule" since it has no potential to cause a significant adverse impact on the environment (Section 15061[b] [3] of the State California Environmental Quality Act Guidelines). Therefore, this proposal is not subject to environmental review under the provisions of the State CEQA Guidelines section cited above or the Commission's adopted CEQA Guidelines. The Commission directs its Executive Officer to file a Notice of Exemption within five (5) days with the San Bernardino County Clerk of the Board of Supervisors.

SECTION 2. CONDITION. The City Redlands 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 service contract, including any reimbursement of legal fees and costs incurred by the Commission.

SECTION 3. The Local Agency Formation Commission for San Bernardino County does hereby determine to authorize the service extension contract submitted by the City of Redlands to provide water service to the property, Assessor Parcel Number 0302-152-06.

SECTION 4. The Commission instructs the Executive Officer of this Local Agency Formation Commission to notify the affected agencies that the application identified as LAFCO SC#562 – City of Redlands OSC 26-01 for Water Service, has been approved.

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

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

RESOLUTION NO. 3441

ABSTAIN: COMMISSIONERS:

ABSENT: COMMISSIONERS:

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

I, SAMUEL MARTINEZ, 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 July 15, 2026.

DATED:

SAMUEL MARTINEZ
Executive Officer

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1601 E. 3rd Street, Suite 102, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 388-0481
lafco@lafco.sbcounty.gov
www.sanbernardinolafco.gov

DATE: JULY 8, 2026 
FROM: SAMUEL MARTINEZ, Executive Officer
MICHAEL TUERPE, Assistant Executive Officer
TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: Agenda Item #11: Workshop Session
LAFCO 3282: Countywide Service Review for Local Park and Recreation

RECOMMENDATIONS:

Staff recommends that the Commission take the following actions related to LAFCO 3282:

1. Review the Workshop Draft Countywide Service Review for Local Park and Recreation and direct staff with changes, corrections, or modifications.
2. Direct staff to issue the Preliminary Draft Countywide Service Review for Local Park and Recreation to the governing bodies and administration of all reviewed agencies and those requesting review of the draft for their comment.
3. Schedule a public hearing for September 16, 2026 for formal action to include CEQA environmental determination related to the service review, acceptance and filing of the Countywide Service Review for Local Park and Recreation through adoption of resolution for LAFCO 3282.

BACKGROUND:

First, no formal action is noticed for the July 15 workshop. It is that – a workshop where the Commission can review and provide direction on the Workshop Draft before the Preliminary Draft is issued to the agencies (and the public) for review and comment. This is a change in process for our service reviews, whereby in the past staff issued the draft to agencies then presented the Commission with its evaluation. This time, staff is providing the Commission with the draft prior to issuance to the agencies (and the public) for review and comment.

Following Commission review of the Workshop Draft, staff will issue the Preliminary Draft for agency/public review and comment with a due date of Friday, September 4. All written comments received will be included in Appendix A of the Final Draft. You will notice that Appendix A in the Workshop Draft is a placeholder. The public hearing for the service review for local park and recreation, LAFCO 3282, will be on September 16, 2026.

Attached to this staff report is the Workshop Draft. The Executive Summary is an overview that highlights key points, conclusions, and recommendations to assist the Commission and the reader with the content. The Executive Summary begins on page 4 of the Workshop Draft and is outlined as follows:

- I. Authority and Purpose of the Study
- II. Systemic Regional Themes and Operational Realities
- III. Policy Outlook and Systemic Needs
- IV. Recommendation for the Commission to Initiate a Special Study for Hesperia Recreation and Park District
- V. Recommendation for the Commission to Signal its Intent to Establish a Sphere of Influence for County Service Area 120
- VI. Recommendations for the Commission to Continue to Monitor (6 Agencies)
- VII. Determinations for Stressed Agencies (9 Agencies)
- VIII. Opportunities for Agency Consideration: Barstow Heights Community Services District and City of Barstow

Agency deficiencies is a sensitive yet all important matter, and a Commission has more than one tool for use. The Executive Summary identifies recommendations to the Commission for specific agencies. For the Commission's information, below are the options available should it decide whether to alter the recommendations, in order from advisory to reorganization.

- **Make determinations:** Some are service-compliant with law yet are challenged. A determination in the service review is appropriate.
- **Continue to monitor** the agency until it is compliant with the law.
- **Special study:** Single out an agency from the countywide review and conduct a special study or focused service review for possible action.
- **Zero or consolidated sphere:** The Commission's signal that a reorganization occur. An example would be consolidation of two adjacent and similar agencies.
- **Initiate dissolution pursuant to Gov Code §56375.1:** This is a recent option outlined in law. If the Commission determines that a district is not compliant with the law, such as not completing audits, or deficient in service delivery, the Commission can adopt a resolution of its intent to dissolve a district in one year if it does not rectify the deficiency(ies) within one year. The protest threshold under this section increases from 10% to 25%.
- **Initiate consolidation or dissolution without adhering to Gov Code §56375.1:** A draconian option. The service review would be used as a background document to justify consolidation or dissolution of a district without complying with the provisions of §56375.1. Note that this is an unlikely option because it is a forced reorganization lacking the one-year timeline of section 56375.1 and is subject to only a 10% protest threshold, making such an effort likely futile.

The Workshop Draft is located on the LAFCO website

www.sanbernardinolafco.gov

under *Commission Meetings/July 15, 2026*

This is the same location where the agenda packet is accessible.

It is also accessible via this link:

<https://www.sanbernardinolafco.gov/files/114ad7961/Workshop+Draft+-+reduced+size.pdf>

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1601 E. 3rd Street, Suite 102, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 388-0481
lafco@lafco.sbcounty.gov
www.sanbernardinolafco.gov

DATE: JULY 8, 2026 
FROM: SAMUEL MARTINEZ, Executive Officer
MICHAEL TUERPE, Assistant Executive Officer
TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: Agenda Item #12: Unaudited Year-End Financial Report for FY 2025/26

RECOMMENDATION:

Staff recommends that the Commission note receipt of this report and file.

SUMMARY:

1. Budget Markers

Fiscal Year 2025/26 has concluded, and staff presents the Commission with its final financial report. This report includes a review of the financial activities and the presentation of a spreadsheet (see Attachment) showing the line-item expenditures and receipts during the year. The summary table below shows that Total Expenditures did not exceed appropriations. For Revenues, the Applications category earned 177% of expected revenue due to receipt of two large projects, totaling four applications, in the North Desert. The table below is a snapshot through the year-end.

Expenditures		Revenues	
Salaries and Benefits (below appropriations)	98%	County Treasury (slightly below goal)	99%
Services and Supplies (below appropriations)	88%	Applications (above goal)	177%
TOTAL	95%	TOTAL	104%

2. Applications

The table below identifies the number of proposals and service contracts budgeted and received. The items in grey are the items that require a public hearing by the

Commission. When combined, the budget anticipated 10 applications and 12 were received.

Activity	Budget	THRU	Q4
		No.	% of Budget
Commission: Proposals	6	4	67%
Commission: Service Contracts	4	8	200%
Administrative: Service Contracts	4	17	425%

3. Cash in Treasury

As of June 30, the Commission's cash in the County Treasury was \$928,180. A breakdown of this amount is shown below.

JUNE 30, 2026 Balance		\$928,180
Cash Balance is composed of the following:		
<i>Reserves: Committed (constrained to specific purposes)</i>		
Compensated Absences (Account 6030)		177,967
Salary for Extra Pay Period: Year 5 of 10 (Account 6035)		15,000
<i>Reserves: Assigned (intended for specific purposes)</i>		
Contingency (Account 6000)		45,000
Application (Account 6010)		150,000
General (Account 6025)		275,000
<i>Remaining Activity</i>		
Open Proposals, Deposits on File		69,820
<i>Additional Cash Carryover</i>		\$ 195,393

DETAIL:

The following provides a discussion of (1) expenditures, (2) reserves, (3) projects and programs, and (4) revenues.

1. Expenditures

Expenditures are composed of two categories of accounts: 1) Salaries and Benefits, and 2) Services and Supplies. At year's end, expenditures were at 95% of budget authority. A more detailed analysis of the categories is as follows:

A. Salaries and Benefits (1000 series)

The Salaries and Benefits series of accounts (1000 series) had expenditures of \$815,800, representing 98% of budget authority.

B. Services and Supplies (2000 and 5000 series)

Through year's end, the Services and Supplies series of accounts (2000 and 5000 series) had expenditures of \$347,447 or 88% of budget authority.

2. Reserves

There was no use of any reserve accounts during the year. Reserve balances are shown in the Cash Balance figure on page 2.

3. Projects and Programs

The following provides an update on expenditures and progress on projects approved by the Commission.

A. Service Reviews and Special Studies

The workshop for the *Countywide Service Review for Local Parks and Recreation* is scheduled for the July 2026 meeting.

Staff has begun work on the *Countywide Service Review for Healthcare Districts*, which is anticipated to be presented to the Commission in January 2027. The Little Hoover Commission identified systemic concerns regarding healthcare districts, but the Commission delayed this service review due to the pandemic because health agencies were facing extra ordinary burdens.

B. Governance Training Program

LAFCO and CSDA are partnering on this year's Governance Training sessions. The first session, *Navigating Governance and Finance in Special Districts (Required SB 827 Fiscal and Financial Training)*, was held at the Mojave Water Agency on January 9. Due to popular demand, a second session will be held in September in the Valley. In March, CSDA held a webinar free for San Bernardino Agencies on AB 1234 (Ethics Training).

C. New Website to include Accessible Document Service

In January the Commission approved the contract with Streamline for a new website and associated accessible document service. The new site went live in late June.

4. Revenues

Year-end revenues received were 104% of the anticipated budget. The items below outline the revenue activity:

- Interest (Account 8500) – The gain from investment returns was 80% of the interest budget. The County Treasury allocated LAFCO \$31,792 for the year.
- Apportionment (Account 8842) - 100% of the mandatory apportionment payments from the County, cities, and independent special districts billed by the County Auditor have been received.
- Applications (Accounts 9545 – 9800) – Application revenues have received 177% of its budget (\$141,428). This amount is made up of a combination of proposal and service contract filing fees. Two large reorganization projects, totaling 4 applications, were received.

CONCLUSION:

On a cash basis, the year ended with total expenditures within appropriations and revenues above budget.

Staff will be happy to answer any questions from the Commission prior to or at the hearing regarding the items presented in this report.

SM/MT

Attachment: Spreadsheet of Expenditures, Reserves, and Revenues

Attachment #1

Budget Spreadsheets

ACCT. #	ACCOUNT NAME	APPROVED FY 25/26	THRU Q3	APRIL	MAY	JUNE	THRU Q4	
							AMOUNT	PERCENT
	Salaries and Benefits:							
1010	Earnable Compensation	547,695	394,022	59,146.54	41,675.42	41,675.42	536,519	98%
1030	Auto and Cell Phone Allowances	9,275	6,650	1,081.50	700.00	700.00	9,132	98%
1045	Termination Payment	-	-				-	
1110	General Member Retirement	131,150	94,677	13,102.66	9,985.62	9,985.62	127,750	97%
1130	Survivors Benefits	96	69	10.08	7.28	7.28	94	97%
1200	Medical Premium Subsidy	63,919	49,170	8,000.15	5,232.12	5,232.12	67,635	106%
1205	Long-Term Disability	1,568	1,100	170.98	118.32	118.32	1,507	96%
1207	Vision Care Insurance	635	455	65.89	47.92	47.92	617	97%
1215	Dental Insurance Subsidy	762	942	161.61	101.80	101.80	1,307	172%
1222	Short-Term Disability	5,814	3,885	578.35	421.98	421.98	5,307	91%
1225	Medicare	7,838	5,579	895.12	589.03	588.95	7,652	98%
1240	Life Insurance & Medical Trust Fund	16,654	11,049	1,689.17	1,223.10	1,224.52	15,186	91%
1305	Medical Reimbursement Plan	5,212	1,974	258.29	201.54	201.54	2,635	51%
1314	457/401a Contribution	3,664	2,474	372.08	265.70	265.70	3,377	92%
1315	401k Contribution	41,803	26,471	4,461.30	3,074.28	3,074.28	37,081	89%
Total Salaries and Benefits		\$ 836,085	\$ 598,517	\$ 89,993.72	\$ 63,644.11	\$ 63,645.45	\$ 815,800	98%
	Services and Supplies:							
2031	Payroll System Services (County IT)	832	548	60.08	90.12	90.12	789	95%
2032	Virtual Private Network (County IT)	144	-				-	0%
2033	Network Labor Services (County IT)	11,538	374				374	3%
2037	Dial Tone (County IT)	2,976	1,947	243.36	243.36	486.72	2,920	98%
2041	Data Line	9,600	6,733	740.41	740.41		8,214	86%
2043	Telecommunications Labor (County IT)		-		261.90		262	
2075	Membership Dues	13,854	1,872				1,872	14%
2076	Tuition Reimbursement	2,000	-				-	0%
2080	Publications	4,438	3,287	372.79	372.79		4,032	91%
2085	Legal Notices	24,500	4,617	1,254.78	1,854.40		7,726	32%
2090	Building Expense	1,080	810	90.00	90.00	90.00	1,080	100%
2115	Software	840	346		502.43		849	101%
2180	Electricity	-	-				-	
2245	Other Insurance	17,500	14,266				14,266	82%
2305	General Office Expense	2,058	4,057	42.98	556.69	30.54	4,687	228%
2308	Credit Card Clearing Account	-	(4,209)	-	-	2,902.45	(1,307)	

Attachment #1

Budget Spreadsheets

ACCT. #	ACCOUNT NAME	APPROVED FY 25/26	THRU Q3	APRIL	MAY	JUNE	THRU Q4	
							AMOUNT	PERCENT
2310	Mail (County Mail)	8,568	4,738	781.17	859.05	1,162.91	7,541	88%
2315	Records Storage	840	647	223.98	80.34	82.84	1,034	123%
2316	Surplus Handling Fee (County IT)		-				-	
2322	Enterprise Printing (County IT)	72	-				-	0%
2323	Reproduction Services	1,000	375	18.52	37.04	55.40	486	49%
2335	Temporary Services	-	-				-	
2400	Legal Counsel	52,000	39,689	11,518.89	5,077.80	1,156.21	57,442	110%
2405	Auditing	11,500	11,463				11,463	100%
2410	IT Infrastructure (County IT)	9,000	-		6,951.00	632.00	7,583	84%
2414	Application Dev. & Maint. (County IT)	-	-				-	
2415	Countywide Cost Allocation Program	9,182	6,887	2,295.50			9,182	100%
2416	Enterprise Printing (County IT)	-	-				-	
2418	Data Storage Services (County IT)	-	-				-	
2420	Enterprise Content Management (County IT)	1,200	6,528	190.72	190.72	381.44	7,291	608%
2421	Desktop Support Services (County IT)	7,620	5,576	697.04	697.04	1,394.08	8,364	110%
2424	Environmental Consultant	12,000	18,086	10,342.50	250.00	977.50	29,656	247%
2444	Security Services	-	-				-	
2445	Other Professional Services	88,262	61,653	9,717.50	11,148.25	9,214.20	91,733	104%
2449	Outside Legal (Litigation & Special Counsel)	15,000	-			1,400.00	1,400	9%
2450	Systems Development Charges (County IT)	1,300	-				-	0%
2460	Aerial Imagery (County IT)	3,000	3,000				3,000	100%
2895	Rent/Lease Equipment (copier)	5,400	3,697	395.32	856.25		4,948	92%
2905	Office/Hearing Chamber Rental	34,665	25,011	2,914.00	2,914.00	2,509.00	33,348	96%
2940	Private Mileage	7,700	3,803	485.45	492.12	185.60	4,966	64%
2941	Conference/Training	10,680	7,940				7,940	74%
2942	Hotel	12,707	5,609				5,609	44%
2943	Meals	1,050	582		18.84		601	57%
2944	Car Rental	-	-		192.11		192	
2945	Air Travel	800	-				-	0%
2946	Other Travel	300	-		92.23		92	31%
5012	Transfer to County (Staples & Microsoft)	7,497	633		6,924.83	254.49	7,812	104%
Total Services and Supplies		\$ 392,703	\$ 240,563	\$ 42,384.99	\$ 41,493.72	\$ 23,005.50	\$ 347,447	88%
TOTAL EXPENDITURES		\$ 1,228,788	\$ 839,080	\$ 132,378.71	\$ 105,137.83	\$ 86,650.95	\$ 1,163,247	95%
	Trust Transfers:							

Attachment #1

Budget Spreadsheets

ACCT.	ACCOUNT NAME		APPROVED		THRU	APRIL	MAY	JUNE	THRU Q4	
#			FY 25/26		Q3				AMOUNT	PERCENT
9990	SBCERA Additional Payment		56,397					56,397	56,397	100%
<i>TOTAL APPROPRIATION</i>			\$ 1,285,185		\$ 839,080	\$ 132,378.71	\$ 105,137.83	\$ 143,047.95	\$ 1,219,644	95%

Attachment #1

Budget Spreadsheets

ACCT.	ACCOUNT NAME	APPROVED	APRIL	MAY	JUNE	AMOUNT
#		BUDGET				THRU
		FY 25/26				Q4
	RESERVES					
6000	Contingency (Assigned)	45,000				45,000
6010	Application (Assigned)	150,000				150,000
6025	General (Assigned)	275,000				275,000
6030	Compensated Absences (Committed)	177,967				177,967
6035	Salary for Extra Pay Period (Committed)	15,000				15,000
TOTAL RESERVES (Increases)		\$ 662,967	\$ -	\$ -	\$ -	\$ 662,967

Attachment #1

Budget Spreadsheets

ACCT #	ACCOUNT NAME	APPROVED FY 25/26	THRU Q3	APRIL	MAY	JUNE	THROUGH Q4	
							AMOUNT	PERCENT
	County Treasury:							
8500	Interest and Investments	25,000	26,170	16,097.44			42,267	
9984	Interest Adjustment	15,000	(10,475)				(10,475)	
8842	Apportionment	1,201,590	1,201,590				1,201,590	
Total County Treasury		1,241,590	1,217,285	16,097.44	-	-	1,233,382	99%
	Applications:							
6010	Application Reserve	80,000	-				-	
9545	Application Fee		53,300.00	1,905.00	3,810.00	43,725.00	102,740	
9660			8,564.61				8,565	
9555	Application Deposits		6,523.50	2,400.00	4,800.00	10,400.00	24,124	
9595	Protest Hearing Deposit		1,500.00	1,500.00		3,000.00	6,000	
Total Applications		80,000	69,888	5,805.00	8,610.00	57,125.00	141,428	177%
	Other:							
9285	Accounting Fees		(633.60)		1,339.20	3,528.00	4,234	
9800			11,664.50				11,665	
9910	Prior Year Activity (refunds, collections)		(3,567.94)				(3,568)	
9930	Miscellaneous		66.51		133.02		200	
9955	Returned Deposits: Non-Sufficient Funds		-				-	
9970	Accrued Payroll Liability		(10,773.00)				(10,773)	
9955	Returned Checks: Stale-dated		-		(3,655.00)		(3,655)	
Total Other		-	(3,244)	-	(2,182.78)	3,528.00	(1,898)	0%
TOTAL REVENUES		\$ 1,321,590	\$ 1,283,930	\$ 21,902.44	\$ 6,427.22	\$ 60,653.00	\$ 1,372,912	104%

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1601 E. 3rd Street, Suite 102, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 388-0481
lafco@lafco.sbcounty.gov
www.sanbernardinolafco.gov

DATE: JULY 8, 2026 
FROM: SAMUEL MARTINEZ, Executive Officer
MICHAEL TUERPE, Assistant Executive Officer
TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: AGENDA ITEM #13: LEGISLATIVE UPDATE REPORT

RECOMMENDATION:

Staff recommends that the Commission:

1. Receive and file the Legislative Report; and,
2. Provide direction to staff on legislation of interest or future actions, if any.

BACKGROUND:

In March and in May 2026, LAFCO staff provided the Commission with a couple of bills that may be of interest to this LAFCO. This time, staff would like the Commission to be aware of another bill that may affect agencies, including this LAFCO.

AB 1383 (McKinnor) -- Public employees' retirement benefits.

AB 1383 proposes several changes for employees subject to the Public Employees' Pension Reform Act (PEPRA), meaning those hired on or after January 1, 2013 (also referred to as Tier 2 members).

There are two major elements to AB 1383:

- (1) an increase in the pensionable compensation limit for all Tier 2 employees, both non-safety and safety members; and
- (2) changes to retirement ages and formulas for safety members, with varied application depending on date of hire and outcome of negotiations.

This change would increase normal cost rates—the percentage of payroll required to fund future pension benefits—and add to the pension system's unfunded actuarial accrued liability. This would have immediate financial impact on a retirement system's participating employers and their employees if enacted on January 1, 2027, as proposed.

AB 1383 was approved by the Assembly earlier this year. It passed the Senate Labor, Public Employment, and Retirement Committee in June, and is now expected to be heard in the Senate Appropriations Committee in August.

The League of California Cities (Cal Cities), California State Association of Counties (CSAC), California Special Districts Association (CSDA), Rural County Representatives of California (RCRC), and Urban Counties of California (UCC) are on the record in opposition to the bill.

Conclusion: Staff recommends a watch position on this bill.

If there are other pieces of legislation that Commissioners are aware of that should be brought to the Commission's attention or you wish staff to review in more detail, please provide the bill number and we will be happy to bring it back to the Commission for review.

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

Attachments: AB 1383

AMENDED IN SENATE MAY 13, 2026

AMENDED IN ASSEMBLY JANUARY 22, 2026

AMENDED IN ASSEMBLY APRIL 11, 2025

AMENDED IN ASSEMBLY MARCH 10, 2025

CALIFORNIA LEGISLATURE—2025–26 REGULAR SESSION

ASSEMBLY BILL

No. 1383

Introduced by Assembly Member McKinnor

(Coauthors: Assembly Members *Addis, Ahrens, Alanis, Ávila Farías, Boerner, Calderon, Castillo, Chen, Connolly, Flora, Hoover, Krell, Nguyen, Ortega, Pacheco, Patel, Patterson, Ramos, Ransom, Sharp-Collins, and Solache*)

(Coauthors: Senators ~~Grayson~~ *Gonzalez, Grayson, and Pérez*)

February 21, 2025

An act to amend Sections ~~7522.10 and 7522.25~~ 7522.02, 7522.10, 7522.15, 7522.25, and 20516 of, and to add Sections 7522.19 and 7522.26 to, the Government Code, relating to public employees' retirement, and making an appropriation therefor.

LEGISLATIVE COUNSEL'S DIGEST

AB 1383, as amended, McKinnor. Public employees' retirement ~~benefits: safety members: benefits.~~

The Public Employees' Retirement Law (PERL) establishes the Public Employees' Retirement System (PERS) to provide a defined benefit to members of the system based on final compensation, credited service, and age at retirement, subject to certain variations. Existing law creates the Public Employees' Retirement Fund, which is continuously appropriated for purposes of PERS, including depositing employer and

employee contributions. Under the California Constitution, assets of a public pension or retirement system are trust funds.

The California Public Employees' Pension Reform Act of 2013 (PEPRA) establishes a variety of requirements and restrictions on public employers offering defined benefit pension plans. In this regard, PEPRA restricts the amount of compensation that may be applied for purposes of calculating a defined pension benefit for a new member, as defined, by restricting it to specified percentages of the contribution and benefit base under a specified federal law with respect to old age, survivors, and disability insurance benefits.

Existing law, the Teachers' Retirement Law, establishes the State Teachers' Retirement System (STRS) and creates the Defined Benefit Program of the State Teachers' Retirement Plan, which provides a defined benefit to members of the program, based on final compensation, creditable service, and age at retirement, subject to certain variations.

This bill, *for service performed* on and after January 1, 2027, would ~~require a retirement system subject to PEPRA to adjust pensionable compensation limits to be consistent with~~ *prohibit the pensionable compensation for calendar year 2027 used to calculate the defined benefit paid to a new member of a retirement system subject to PEPRA who retires from the system from exceeding* specified percentages of the contribution and benefit base under the specified federal law with respect to old age, survivors, and disability insurance benefits. *The bill would make related, conforming changes to these provisions on pensionable compensation.* The bill *also* would require a new member of STRS to be subject to specified limits of the Teachers' Retirement Law.

PEPRA requires each retirement system that offers a defined benefit plan for safety members of the system to use one of 3 formulas for safety members, 2% at age 57, 2.5% at age 57, or 2.7% at age 57.

This bill would establish new retirement formulas, for employees first hired on or after January 1, 2027, as 2.5% at age 55, 2.7% at age 55, or 3% at age 55, *subject to certain exceptions*. For new members hired on or after January 1, 2013, who are safety members, the bill would require employers to adjust the formulas for service performed on or after January 1, 2027, to offer ~~one of the 3 formulas for safety members that is closest to the formula that has the same fraction at age 55 as the fraction at age 57 in the formula the employer provided~~ *offered* pursuant to existing law. The bill would authorize a public employer and a recognized employee organization to negotiate a prospective

increase to the retirement benefit formulas for safety members and new safety members, consistent with the formulas permitted under PEPRA, including the new formulas described above.

This bill would authorize an employer and its employees to agree in a memorandum of understanding to be subject to a higher safety plan or a lower safety plan, subject to certain requirements, including that the memorandum of understanding is collectively bargained in accordance with applicable laws.

By increasing the contribution to continuously appropriated funds, and by increasing expenditures from those funds, this bill would make an appropriation.

Vote: majority. Appropriation: yes. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. The Legislature finds and declares the following:
- 2 (a) California is experiencing significant challenges in the
- 3 recruitment and retention of safety personnel, including firefighters,
- 4 police officers, and other first responders. Competitive retirement
- 5 benefits are critical to ensuring an adequate and well-trained public
- 6 safety workforce.
- 7 (b) Firefighters face heightened risks of occupational diseases,
- 8 including elevated cancer rates. Studies have shown that firefighters
- 9 have a significantly higher risk of developing multiple types of
- 10 cancer due to prolonged exposure to carcinogens and hazardous
- 11 materials in the line of duty. In 2022, the International Agency for
- 12 Research on Cancer identified the occupation of firefighting as a
- 13 Class 1 carcinogen.
- 14 (c) The physical demands of safety positions are extraordinary,
- 15 requiring peak physical performance, endurance, and exposure to
- 16 high-stress, life-threatening situations on a daily basis. These
- 17 factors contribute to increased rates of disability, injury, and early
- 18 retirement compared to other professions.
- 19 (d) Adjusting the retirement age and pension formulas for safety
- 20 employees is necessary to maintain a sustainable and effective
- 21 workforce while addressing the unique health and occupational
- 22 challenges faced by these personnel.
- 23 (e) California has a strong history of protecting and promoting
- 24 collective bargaining rights and providing opportunities for

1 employees and employers to bargain over certain retirement
2 benefits that further enhances opportunities for public employers
3 and employees to partner on stronger retirement security.

4 (f) The compensation cap established under the California Public
5 Employees' Pension Reform Act of 2013 places limits that are
6 significantly less than the current federal limit. To reflect current
7 wage rates across both safety and miscellaneous employees, it is
8 necessary to reconsider the appropriate compensation cap level,
9 consistent with federal limits.

10 *SEC. 2. Section 7522.02 of the Government Code is amended*
11 *to read:*

12 7522.02. (a) (1) Notwithstanding any other law, except as
13 provided in this article, on and after January 1, 2013, this article
14 shall apply to all state and local public retirement systems and to
15 their participating employers, including the Public Employees'
16 Retirement System, the State Teachers' Retirement System, the
17 Legislators' Retirement System, the Judges' Retirement System,
18 the Judges' Retirement System II, county and district retirement
19 systems created pursuant to the County Employees Retirement
20 Law of 1937 (Chapter 3 (commencing with Section 31450) of Part
21 3 of Division 4 of Title 3), independent public retirement systems,
22 and to individual retirement plans offered by public employers.
23 However, this article shall be subject to the Internal Revenue Code
24 and Section 17 of Article XVI of the California Constitution. The
25 administration of the requirements of this article shall comply with
26 applicable provisions of the Internal Revenue Code and the
27 Revenue and Taxation Code.

28 (2) Notwithstanding paragraph (1), this article shall not apply
29 to the entities described in Section 9 of Article IX of, and Sections
30 4 and 5 of Article XI of, the California Constitution, except to the
31 extent that these entities continue to be participating employers in
32 any retirement system governed by state statute. Accordingly, any
33 retirement plan approved before January 1, 2013, by the voters of
34 any entity excluded from coverage by this section shall not be
35 affected by this article.

36 (3) (A) Notwithstanding paragraph (1), this article shall not
37 apply to a public employee whose interests are protected under
38 Section 5333(b) of Title 49 of the United States Code until a federal
39 district court rules that the United States Secretary of Labor, or
40 their designee, erred in determining that the application of this

1 article precludes certification under that section, or until January
2 1, 2016, whichever is sooner.

3 (B) If a federal district court upholds the determination of the
4 United States Secretary of Labor, or their designee, that application
5 of this article precludes them from providing a certification under
6 Section 5333(b) of Title 49 of the United States Code, this article
7 shall not apply to a public employee specified in subparagraph
8 (A).

9 (4) Notwithstanding paragraph (1), this article shall not apply
10 to a multiemployer plan authorized by Section 302(c)(5) of the
11 federal Taft-Hartley Act (29 U.S.C. Sec. 186(c)(5)) if the public
12 employer began participation in that plan prior to January 1, 2013,
13 and the plan is regulated by the federal Employee Retirement
14 Income Security Act of 1974 (29 U.S.C. Sec. 1001 et seq.).

15 (b) The benefit plan required by this article shall apply to public
16 employees who are new members as defined in Section 7522.04.

17 (c) (1) Individuals who were employed by any public employer
18 before January 1, 2013, and who became employed by a subsequent
19 public employer for the first time on or after January 1, 2013, shall
20 be subject to the retirement plan that would have been available
21 to employees of the subsequent employer who were first employed
22 by the subsequent employer on or before December 31, 2012, if
23 the individual was subject to concurrent membership for which
24 creditable service was performed in the previous six months or
25 reciprocity established under any of the following provisions:

26 (A) Article 5 (commencing with Section 20350) of Chapter 3
27 of Part 3 of Division 5 of Title 2.

28 (B) Chapter 3 (commencing with Section 31450) of Part 3 of
29 Division 4 of Title 3.

30 (C) Any agreement between public retirement systems to provide
31 reciprocity to members of the systems.

32 (D) Section 22115.2 of the Education Code.

33 (2) An individual who was employed before January 1, 2013,
34 and who, without a separation from employment, changed
35 employment positions and became subject to a different defined
36 benefit plan in a different public retirement system offered by their
37 employer shall be subject to that defined benefit plan as it would
38 have been available to employees who were first employed on or
39 before December 31, 2012.

1 (d) If a public employer, before January 1, 2013, offers a defined
2 benefit pension plan that provides a defined benefit formula with
3 a lower benefit factor at normal retirement age and results in a
4 lower normal cost than the defined benefit formula required by
5 this article, that employer may continue to offer that defined benefit
6 formula instead of the defined benefit formula required by this
7 article, and shall not be subject to the requirements of Section
8 7522.10 for pensionable compensation subject to that formula.
9 However, if the employer adopts a new defined benefit formula
10 on or after January 1, 2013, that formula must conform to the
11 requirements of this article or must be determined and certified by
12 the retirement system's chief actuary and the retirement board to
13 have no greater risk and no greater cost to the employer than the
14 defined benefit formula required by this article and must be
15 approved by the Legislature. New members of the defined benefit
16 plan may only participate in the lower cost defined benefit formula
17 that was in place before January 1, 2013, or a defined benefit
18 formula that conforms to the requirements of this article or is
19 approved by the Legislature as provided in this subdivision.

20 (e) If a public employer, before January 1, 2013, offers a
21 retirement benefit plan that consists solely of a defined contribution
22 plan, that employer may continue to offer that plan instead of the
23 defined benefit pension plan required by this article. However, if
24 the employer adopts a new defined benefit pension plan or defined
25 benefit formula on or after January 1, 2013, that plan or formula
26 must conform to the requirements of this article or must be
27 determined and certified by the retirement system's chief actuary
28 and the system's board to have no greater risk and no greater cost
29 to the employer than the defined benefit formula required by this
30 article and must be approved by the Legislature. New members of
31 the employer's plan may only participate in the defined
32 contribution plan that was in place before January 1, 2013, or a
33 defined contribution plan or defined benefit formula that conforms
34 to the requirements of this article. This subdivision shall not be
35 construed to prohibit an employer from offering a defined
36 contribution plan on or after January 1, 2013, either with or without
37 a defined benefit plan, whether or not the employer offered a
38 defined contribution plan prior to that date.

39 (f) (1) If, on or after January 1, 2013, the Cities of Brea and
40 Fullerton form a joint powers authority pursuant to the provisions

1 of the Joint Exercise of Powers Act (Article 1 (commencing with
2 Section 6500) of Chapter 5), that joint powers authority may
3 provide employees the defined benefit plan or formula that those
4 employees received from their respective employers prior to the
5 exercise of a common power, to which the employee is associated,
6 by the joint powers authority to any employee of the City of Brea,
7 the City of Fullerton, or a city described in paragraph (2) who is
8 not a new member and subsequently is employed by the joint
9 powers authority within 180 days of the city providing for the
10 exercise of a common power, to which the employee was
11 associated, by the joint powers authority.

12 (2) On or before January 1, 2017, a city in Orange County that
13 is contiguous to the City of Brea or the City of Fullerton may join
14 the joint powers authority described in paragraph (1) but not more
15 than three cities shall be permitted to join.

16 (3) The formation of a joint powers authority on or after January
17 1, 2013, shall not act in a manner as to exempt a new employee
18 or a new member, as defined by Section 7522.04, from the
19 requirements of this article. New members may only participate
20 in a defined benefit plan or formula that conforms to the
21 requirements of this article.

22 (g) (1) If, on or after January 1, 2013, the Belmont Fire
23 Protection District, the Estero Municipal Improvement District,
24 and the City of San Mateo form a joint powers authority pursuant
25 to the provisions of the Joint Exercise of Powers Act (Article 1
26 (commencing with Section 6500) of Chapter 5), that joint powers
27 authority may provide employees the defined benefit plan or
28 formula that those employees received from their respective
29 employers prior to the exercise of a common power, to which the
30 employee is associated, by the joint powers authority to any
31 employee of the Belmont Fire Protection District, the Estero
32 Municipal Improvement District, and the City of San Mateo who
33 is not a new member and subsequently is employed by the joint
34 powers authority within 180 days of the agency providing for the
35 exercise of a common power, to which the employee was
36 associated, by the joint powers authority.

37 (2) The formation of a joint powers authority on or after January
38 1, 2013, shall not act in a manner as to exempt a new employee
39 or a new member, as defined by Section 7522.04, from the
40 requirements of this article. New members may only participate

1 in a defined benefit plan or formula that conforms to the
2 requirements of this article.

3 (h) (1) On or after January 1, 2026, the Pajaro Regional Flood
4 Management Agency, a joint powers authority formed pursuant
5 to the provisions of the Joint Exercise of Powers Act (Chapter 5
6 (commencing with Section 6500)), may provide a defined benefit
7 plan or formula pursuant to paragraph (2) to an employee of a
8 member agency of the joint powers authority or of another public
9 agency, as defined in Section 20056, who is not a new member
10 and who is subsequently employed by the joint powers authority
11 within 180 days of the effective date of the retirement plan contract
12 amendment made pursuant to this section.

13 (2) On or before April 1, 2026, the Pajaro Regional Flood
14 Management Agency may select a defined benefit plan or formula
15 offered by one of its member agencies prior to the exercise of a
16 common power which the member agency offered to its employees
17 on December 31, 2012, and designate that formula for its
18 employees as specified in paragraph (1).

19 (3) This subdivision does not exempt a new employee or a new
20 member from the requirements of this article. New members may
21 only participate in a defined benefit plan or formula that conforms
22 to the requirements of this article.

23 (i) The Judges' Retirement System and the Judges' Retirement
24 System II shall not be required to adopt the defined benefit formula
25 required by Section ~~7522.20 or 7522.25~~ 7522.20, 7522.25, or
26 7522.26, or the compensation limitations defined in Section
27 7522.10.

28 (j) This article shall not be construed to provide membership in
29 any public retirement system for an individual who would not
30 otherwise be eligible for membership under that system's
31 applicable rules or laws.

32 (k) On and after January 1, 2013, each public retirement system
33 shall modify its plan or plans to comply with the requirements of
34 this article and may adopt regulations or resolutions for this
35 purpose.

36 (l) On and after January 1, 2024, a county and a trial court that
37 separate their joint contract into individual contracts pursuant to
38 Section 20471.2 may provide employees the defined benefit plan
39 or formula that those employees received from their respective
40 employers prior to the exercise of the option to separate, provided

1 that the employee subsequently does not otherwise meet the
2 definition of a new employee.

3 ~~SEC. 2.~~

4 SEC. 3. Section 7522.10 of the Government Code is amended
5 to read:

6 7522.10. (a) On and after January 1, 2013, each public
7 retirement system shall modify its plan or plans to comply with
8 the requirements of this section for each public employer that
9 participates in the system.

10 (b) Whenever pensionable compensation, as defined in Section
11 7522.34, is used in the calculation of a benefit, the pensionable
12 compensation shall be subject to the limitations set forth in
13 subdivision (c).

14 (c) (1) ~~The~~ *For service performed on January 1, 2013, to*
15 *December 31, 2026, inclusive, the* pensionable compensation used
16 to calculate the defined benefit paid to a new member who retires
17 from the system shall not exceed the following applicable
18 percentage of the contribution and benefit base specified in Section
19 430(b) of Title 42 of the United States Code on January 1, ~~2013~~:
20 *2013, as adjusted under paragraph (1) of subdivision (d):*

21 (A) One hundred percent for a member whose service is included
22 in the federal system.

23 (B) One hundred twenty percent for a member whose service
24 is not included in the federal system.

25 (2) ~~On~~ *For service performed on and after January 1, 2027, a*
26 ~~retirement system subject to this article shall adjust the pensionable~~
27 ~~compensation limits established by this subdivision to be consistent~~
28 ~~with~~ *used to calculate the defined benefit paid to a new member*
29 *who retires from the system shall not exceed the following*
30 *applicable percentage of the contribution and benefit base specified*
31 *in Section 430(b) of Title 42 of the United States Code on January*
32 *1, 2027; 2027, as adjusted under paragraph (1) of subdivision (d):*

33 (A) One hundred percent for a member whose service is included
34 in the federal system.

35 (B) One hundred thirty-five percent for a member whose service
36 is not included in the federal system.

37 (3) A new member of the State Teachers' Retirement System
38 shall be subject to the limit established pursuant to subdivision (d)
39 of Section 22119.3 of, or subdivision (c) of Section 26139.5 of,
40 the Education Code.

1 (d) (1) The retirement system shall adjust the pensionable
2 compensation described in subdivision (c) based on the annual
3 changes to the Consumer Price Index for All Urban Consumers:
4 U.S. City Average, calculated by dividing the Consumer Price
5 Index for All Urban Consumers: U.S. City Average, for the month
6 of September in the calendar year preceding the adjustment by the
7 Consumer Price Index for All Urban Consumers: U.S. City
8 Average, for the month of September of the previous year rounded
9 to the nearest thousandth. The adjustment shall be effective
10 annually on January 1, beginning in ~~2014~~. *2014 for paragraph (1)*
11 *of subdivision (c) and 2028 for paragraph (2) of subdivision (c).*

12 (2) The Legislature reserves the right to modify the requirements
13 of this subdivision with regard to all public employees subject to
14 this section, except that the Legislature may not modify these
15 provisions in a manner that would result in a decrease in benefits
16 accrued prior to the effective date of the modification.

17 (e) A public employer shall not offer a defined benefit or any
18 combination of defined benefits, including a defined benefit offered
19 by a private provider, on compensation in excess of the limitation
20 in subdivision (c).

21 (f) (1) Subject to the limitation in subdivision (c) of Section
22 7522.42, a public employer may provide a contribution to a defined
23 contribution plan for compensation in excess of the limitation in
24 subdivision (c) provided the plan and the contribution meet the
25 requirements and limits of federal law.

26 (2) A public employee who receives an employer contribution
27 to a defined contribution plan shall not have a vested right to
28 continue receiving the employer contribution.

29 (g) Any employer contributions to any employee defined
30 contribution plan above the pensionable compensation limits in
31 subdivision (c) shall not exceed the employer's contribution rate,
32 as a percentage of pay, required to fund the defined benefit plan
33 for income subject to the limitation in subdivision (c) of Section
34 7522.42.

35 (h) The retirement system shall limit the pensionable
36 compensation used to calculate the contributions required of an
37 employer or a new member to the amount of compensation that
38 would be used for calculating a defined benefit as set forth in
39 subdivision (c) or (d).

SEC. 4. Section 7522.15 of the Government Code is amended to read:

7522.15. Except as provided in subdivisions (d) and (e) of Section 7522.02, each public employer and each public retirement system that offers a defined benefit plan shall offer only the defined benefit formulas established pursuant to Sections ~~7522.20 and 7522.25~~ 7522.20, 7522.25, and 7522.26 to new members.

~~SEC. 3.~~

SEC. 5. Section 7522.19 is added to the Government Code, to read:

7522.19. (a) Notwithstanding any other law, provision of this article, a public employer and a recognized employee organization may negotiate a prospective increase to the retirement benefit formulas for safety members and new safety members, consistent with the formulas permitted under this article, including Section 7522.26.

(b) Benefit formula increases adopted pursuant to this section shall be established in accordance with Section 7522.44.

~~SEC. 4.~~

SEC. 6. Section 7522.25 of the Government Code is amended to read:

7522.25. (a) Each retirement system that offers a defined benefit plan for safety members of the system shall use one or more of the defined benefit formulas prescribed by this section. A member may retire for service under any of the formulas in this section after five years of service and upon reaching 50 years of age.

(b) The Basic Safety Plan shall provide a pension at retirement for service equal to the percentage of the member's final compensation set forth opposite the member's age at retirement, taken to the preceding quarter year, in the following table, multiplied by the number of years of service in the system as a safety member.

Age at Retirement	Fraction
50	1.426
50 ¼.....	1.447
50 ½.....	1.467
50 ¾.....	1.488
51	1.508

1	51 $\frac{1}{4}$	1.529
2	51 $\frac{1}{2}$	1.549
3	51 $\frac{3}{4}$	1.570
4	52	1.590
5	52 $\frac{1}{4}$	1.611
6	52 $\frac{1}{2}$	1.631
7	52 $\frac{3}{4}$	1.652
8	53	1.672
9	53 $\frac{1}{4}$	1.693
10	53 $\frac{1}{2}$	1.713
11	53 $\frac{3}{4}$	1.734
12	54	1.754
13	54 $\frac{1}{4}$	1.775
14	54 $\frac{1}{2}$	1.795
15	54 $\frac{3}{4}$	1.816
16	55	1.836
17	55 $\frac{1}{4}$	1.857
18	55 $\frac{1}{2}$	1.877
19	55 $\frac{3}{4}$	1.898
20	56	1.918
21	56 $\frac{1}{4}$	1.939
22	56 $\frac{1}{2}$	1.959
23	56 $\frac{3}{4}$	1.980
24	57 and over	2.000

25

26 (c) The Safety Option Plan One shall provide a pension at
 27 retirement for service equal to the percentage of the member's
 28 final compensation set forth opposite the member's age at
 29 retirement, taken to the preceding quarter year, in the following
 30 table, multiplied by the number of years of service in the system
 31 as a safety member.

32

33	Age at Retirement	Fraction
34	50	2.000
35	50 $\frac{1}{4}$	2.018
36	50 $\frac{1}{2}$	2.036
37	50 $\frac{3}{4}$	2.054
38	51	2.071
39	51 $\frac{1}{4}$	2.089
40	51 $\frac{1}{2}$	2.107

1	51 $\frac{3}{4}$	2.125
2	52	2.143
3	52 $\frac{1}{4}$	2.161
4	52 $\frac{1}{2}$	2.179
5	52 $\frac{3}{4}$	2.196
6	53	2.214
7	53 $\frac{1}{4}$	2.232
8	53 $\frac{1}{2}$	2.250
9	53 $\frac{3}{4}$	2.268
10	54	2.286
11	54 $\frac{1}{4}$	2.304
12	54 $\frac{1}{2}$	2.321
13	54 $\frac{3}{4}$	2.339
14	55.....	2.357
15	55 $\frac{1}{4}$	2.375
16	55 $\frac{1}{2}$	2.393
17	55 $\frac{3}{4}$	2.411
18	56.....	2.429
19	56 $\frac{1}{4}$	2.446
20	56 $\frac{1}{2}$	2.464
21	56 $\frac{3}{4}$	2.482
22	57 and over.....	2.500

(d) The Safety Option Plan Two shall provide a pension at retirement for service equal to the percentage of the member's final compensation set forth opposite the member's age at retirement, taken to the preceding quarter year, in the following table, multiplied by the number of years of service in the system as a safety member.

31	Age at Retirement	Fraction
32	50	2.000
33	50 $\frac{1}{4}$	2.025
34	50 $\frac{1}{2}$	2.050
35	50 $\frac{3}{4}$	2.075
36	51	2.100
37	51 $\frac{1}{4}$	2.125
38	51 $\frac{1}{2}$	2.150
39	51 $\frac{3}{4}$	2.175
40	52	2.200

1	52 $\frac{1}{4}$	2.225
2	52 $\frac{1}{2}$	2.250
3	52 $\frac{3}{4}$	2.275
4	53	2.300
5	53 $\frac{1}{4}$	2.325
6	53 $\frac{1}{2}$	2.350
7	53 $\frac{3}{4}$	2.375
8	54	2.400
9	54 $\frac{1}{4}$	2.425
10	54 $\frac{1}{2}$	2.450
11	54 $\frac{3}{4}$	2.475
12	55	2.500
13	55 $\frac{1}{4}$	2.525
14	55 $\frac{1}{2}$	2.550
15	55 $\frac{3}{4}$	2.575
16	56	2.600
17	56 $\frac{1}{4}$	2.625
18	56 $\frac{1}{2}$	2.650
19	56 $\frac{3}{4}$	2.675
20	57 and over	2.700

21
 22 (e) On and after January 1, 2013, an employer shall offer one
 23 or more of the safety formulas prescribed by this section to new
 24 members who are safety employees. The formula offered shall be
 25 the formula that is closest to, and provides a lower benefit at 55
 26 years of age than, the formula provided to members in the same
 27 retirement classification offered by the employer on December
 28 31, 2012.

29 (f) On and after January 1, 2013, an employer and its employees
 30 subject to Safety Option Plan One or Safety Option Plan Two may
 31 agree in a memorandum of understanding to be subject to Safety
 32 Option Plan One or the Basic Safety Plan, subject to the following:
 33 (1) The lower plan shall apply to members first employed on
 34 or after the effective date of the lower ~~plan~~, *plan* and shall be
 35 agreed to in a memorandum of understanding that has been
 36 collectively bargained in accordance with applicable laws.

37 (2) A retirement plan contract amendment with a public
 38 retirement system to alter a retirement formula pursuant to this
 39 subdivision shall not be implemented by the employer in the

1 absence of a memorandum of understanding that has been
2 collectively bargained in accordance with applicable laws.

3 (3) An employer shall not use impasse procedures to impose
4 the lower plan.

5 (4) An employer shall not provide a different defined benefit
6 for nonrepresented, managerial, or supervisory employees than
7 the employer provides for other public employees, including
8 represented employees, of the same employer who are in the same
9 membership classifications.

10 (g) Pensionable compensation used to calculate the defined
11 benefit shall be limited as described in Section 7522.10.

12 (h) This section shall only apply to service performed between
13 January 1, 2013, and December 31, 2026.

14 ~~SEC. 5.~~

15 *SEC. 7.* Section 7522.26 is added to the Government Code, to
16 read:

17 7522.26. (a) On and after January 1, 2027, each retirement
18 system that offers a defined benefit plan for safety members of the
19 system shall use one or more of the defined benefit formulas
20 prescribed by this section. A member may retire for service under
21 any of the formulas in this section after five years of service and
22 upon reaching 50 years of age.

23 (b) The Basic Safety Plan shall provide a pension at retirement
24 for service equal to the percentage of the member's final
25 compensation set forth opposite the member's age at retirement,
26 taken to the preceding quarter year, in the following table,
27 multiplied by the number of years of service in the system as a
28 safety member.

Age at Retirement	Fraction
50	1.426
50 $\frac{1}{4}$	1.450
50 $\frac{1}{2}$	1.474
50 $\frac{3}{4}$	1.498
51	1.522
51 $\frac{1}{4}$	1.550
51 $\frac{1}{2}$	1.576
51 $\frac{3}{4}$	1.602
52	1.628

1		
2	Age at Retirement	Fraction
3	52 $\frac{1}{4}$	1.656
4	52 $\frac{1}{2}$	1.686
5	52 $\frac{3}{4}$	1.714
6	53	1.742
7	53 $\frac{1}{4}$	1.772
8	53 $\frac{1}{2}$	1.804
9	53 $\frac{3}{4}$	1.834
10	54	1.866
11	54 $\frac{1}{4}$	1.900
12	54 $\frac{1}{2}$	1.932
13	54 $\frac{3}{4}$	1.966
14	55 and over.....	2.000

15
 16 (c) The Safety Option Plan One shall provide a pension at
 17 retirement for service equal to the percentage of the member's
 18 final compensation set forth opposite the member's age at
 19 retirement, taken to the preceding quarter year, in the following
 20 table, multiplied by the number of years of service in the system
 21 as a safety member.

22		
23		
24	Age at Retirement	Fraction
25	50	2.000
26	50 $\frac{1}{4}$	2.025
27	50 $\frac{1}{2}$	2.050
28	50 $\frac{3}{4}$	2.075
29	51	2.100
30	51 $\frac{1}{4}$	2.125
31	51 $\frac{1}{2}$	2.150
32	51 $\frac{3}{4}$	2.175
33	52	2.200
34	52 $\frac{1}{4}$	2.225
35	52 $\frac{1}{2}$	2.250
36	52 $\frac{3}{4}$	2.275
37	53	2.300
38	53 $\frac{1}{4}$	2.325
39	53 $\frac{1}{2}$	2.350
40	53 $\frac{3}{4}$	2.375

Age at Retirement	Fraction
54	2.400
54 $\frac{1}{4}$	2.425
54 $\frac{1}{2}$	2.450
54 $\frac{3}{4}$	2.475
55 and over.....	2.500

(d) The Safety Option Plan Two shall provide a pension at retirement for service equal to the percentage of the member's final compensation set forth opposite the member's age at retirement, taken to the preceding quarter year, in the following table, multiplied by the number of years of service in the system as a safety member.

Age at Retirement	Fraction
50	2.000
50 $\frac{1}{4}$	2.035
50 $\frac{1}{2}$	2.070
50 $\frac{3}{4}$	2.105
51	2.140
51 $\frac{1}{4}$	2.175
51 $\frac{1}{2}$	2.210
51 $\frac{3}{4}$	2.245
52	2.280
52 $\frac{1}{4}$	2.315
52 $\frac{1}{2}$	2.350
52 $\frac{3}{4}$	2.385
53	2.420
53 $\frac{1}{4}$	2.455
53 $\frac{1}{2}$	2.490
53 $\frac{3}{4}$	2.525
54	2.560
54 $\frac{1}{4}$	2.595
54 $\frac{1}{2}$	2.630
54 $\frac{3}{4}$	2.665
55 and over.....	2.700

(e) The Safety Option Plan Three shall provide a pension at retirement for service equal to the percentage of the member's final compensation set forth opposite the member's age at retirement, taken to the preceding quarter year, in the following table, multiplied by the number of years of service in the system as a safety member. For service subject to this subdivision, the benefit limit shall be 90 percent of final compensation.

Age at Retirement	Fraction
50	2.400
50 $\frac{1}{4}$	2.430
50 $\frac{1}{2}$	2.460
50 $\frac{3}{4}$	2.490
51	2.520
51 $\frac{1}{4}$	2.550
51 $\frac{1}{2}$	2.580
51 $\frac{3}{4}$	2.610
52	2.640
52 $\frac{1}{4}$	2.670
52 $\frac{1}{2}$	2.700
52 $\frac{3}{4}$	2.730
53	2.760
53 $\frac{1}{4}$	2.790
53 $\frac{1}{2}$	2.820
53 $\frac{3}{4}$	2.850
54	2.880
54 $\frac{1}{4}$	2.910
54 $\frac{1}{2}$	2.940
54 $\frac{3}{4}$	2.970
55 and over.....	3.000

(f) For new members hired on or after January 1, 2027, who are safety members, an employer shall offer ~~one or more of the safety formulas prescribed by this section to new members who are safety employees. The formula offered shall maintain the percentage of compensation factor offered as of December 31, 2026. the formula in this section that has the same fraction at age 55 as the fraction at age 57 in the formula the employer offered pursuant to Section 7522.25 as of December 31, 2026, unless the employer and~~

1 *employees have agreed to a higher or lower safety plan pursuant*
2 *to subdivisions (h) or (i).*

3 (g) For new members hired on or after January 1, 2013, who
4 are safety members, the employer shall adjust their formula as
5 follows:

6 (1) For service performed between January 1, 2013, and
7 December 31, 2026, the retirement age and formula shall be as
8 offered by the employer between January 1, 2013, and December
9 31, 2026, and subject to Section 7522.25.

10 (2) For service performed on or after January 1, 2027, the
11 employer shall offer the formula in this section that ~~is closest to~~
12 *has the same fraction at age 55 as the fraction at age 57 in the*
13 *formula the employer provided offered pursuant to Section 7522.25.*
14 The formula offered shall maintain the percentage of compensation
15 factor offered as of December 31, ~~2026~~, *unless the employer*
16 *and employees have agreed to a higher or lower safety plan*
17 *pursuant to subdivisions (h) or (i).*

18 (3) This section shall not be construed to provide retroactive
19 benefits to employees. This section shall adjust the prospective
20 benefit for safety employees by adjusting the retirement age to 55.

21 (h) An employer and its employees may agree in a memorandum
22 of understanding to be subject to a higher safety plan, subject to
23 the following:

24 (1) The higher plan shall apply to members *on* or after the
25 effective date of the higher ~~plan~~, *plan* and shall be agreed to in a
26 memorandum of understanding that has been collectively bargained
27 in accordance with applicable laws.

28 (2) The higher plan adopted pursuant to this subdivision shall
29 be subject to Section 7522.44.

30 (i) An employer and its employees may agree in a memorandum
31 of understanding to be subject to a lower safety plan, subject to
32 the following:

33 (1) The lower plan shall apply to members first employed on
34 or after the effective date of the lower ~~plan~~, *plan* and shall be
35 agreed to in a memorandum of understanding that has been
36 collectively bargained in accordance with applicable laws.

37 (2) A retirement plan contract amendment with a public
38 retirement system to alter a retirement formula pursuant to this
39 subdivision shall not be implemented by the employer in the

1 absence of a memorandum of understanding that has been
2 collectively bargained in accordance with applicable laws.

3 (3) An employer shall not use impasse procedures to impose
4 the lower plan.

5 (4) An employer shall not provide a different defined benefit
6 for nonrepresented, managerial, or supervisory employees than
7 the employer provides for other public employees, including
8 represented employees, of the same employer who are in the same
9 membership classifications.

10 (j) Pensionable compensation used to calculate the defined
11 benefit shall be limited as described in Section 7522.10.

12 (k) A safety member that is subject to a defined benefit formula
13 prescribed by this section, who is not a new member, shall be
14 subject to contribution rates established pursuant to Section
15 7522.30.

16 *SEC. 8. Section 20516 of the Government Code is amended to*
17 *read:*

18 20516. (a) Notwithstanding any other provision of this part,
19 with or without a change in benefits, a contracting agency and its
20 employees may agree, in writing, to share the costs of the employer
21 contribution. The cost sharing pursuant to this section shall also
22 apply for related nonrepresented employees as approved in a
23 resolution passed by the contracting agency.

24 (b) The collective bargaining agreement or memorandum of
25 understanding ratified by the employee bargaining unit and the
26 governing body of the contracting agency shall specify the exact
27 percentage of member compensation that shall be paid toward the
28 current service cost of the benefits by members or the methodology
29 for calculating that cost-sharing rate. The member contributions
30 shall be contributions over and above normal contributions
31 otherwise required by this part and shall be treated as normal
32 contributions for all purposes of this part. The contributions shall
33 be uniform, except as described in subdivision (c), with respect to
34 all members within each of the following classifications: local
35 miscellaneous members, local police officers, local firefighters,
36 county peace officers, and all local safety members other than local
37 police officers, local firefighters, and county peace officers. The
38 balance of any costs shall be paid by the contracting agency and
39 shall be credited to the employer's account. An employer shall not

1 use impasse procedures to impose member cost sharing on any
2 contribution amount above that which is authorized by law.

3 (c) Member cost sharing may differ by classification for groups
4 of employees subject to different levels of benefits pursuant to
5 Sections 7522.20, 7522.25, 7522.26, and 20475, or by a recognized
6 collective bargaining unit if agreed to in a memorandum of
7 understanding reached pursuant to the applicable collective
8 bargaining laws.

9 (d) This section shall not apply to any contracting agency nor
10 to the employees of a contracting agency until the agency elects
11 to be subject to this section by contract or by amendment to its
12 contract made in the manner prescribed for approval of contracts.
13 Contributions provided by this section shall be withheld from
14 member compensation or otherwise collected when the contract
15 amendment becomes effective. Once the contracting agency elects
16 to be subject to this section, contract amendments shall not be
17 required to effectuate cost sharing in subsequent collective
18 bargaining agreements or memoranda of understanding ratified
19 by the employee bargaining unit and the governing body of the
20 agency; provided, however, that if a collective bargaining
21 agreement or memorandum of understanding sets forth a
22 methodology for calculating the cost-sharing rate instead of an
23 exact percentage, the contracting agency shall provide the
24 retirement system with a signed side letter ratified by the employee
25 bargaining unit and the agency indicating the exact percentage at
26 least 90 days prior to the effective date of the cost-sharing rate as
27 set forth in the signed side letter.

28 (e) For the purposes of this section, all contributions, liabilities,
29 actuarial interest rates, and other valuation factors shall be
30 determined on the basis of actuarial assumptions and methods that,
31 in the aggregate, are reasonable and that, in combination, offer the
32 actuary's best estimate of anticipated experience under this system.

33 (f) Nothing in this section shall preclude a contracting agency
34 and its employees from independently agreeing in a memorandum
35 of understanding to share the costs of any benefit, in a manner
36 inconsistent with this section. However, any agreement in a
37 memorandum of understanding that is inconsistent with this section
38 shall not be part of the contract between this system and the
39 contracting agency.

(g) If, and to the extent that, the board determines that a cost-sharing agreement under this section would conflict with Title 26 of the United States Code, the board may refuse to approve the agreement.

(h) Nothing in this section shall require a contracting agency to enter into a memorandum of understanding or collective bargaining agreement with a bargaining representative in order to increase the amount of member contributions when such a member contribution increase is authorized by other provisions under this part.

~~SEC. 6.~~

SEC. 9. It is the intent of the Legislature that this act shall not be construed to affect any retirement benefits or pension rights accrued before its effective date.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1601 E. 3rd Street, Suite 102, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 388-0481
lafco@lafco.sbcounty.gov
www.sanbernardinolafco.gov

DATE: JULY 8, 2026 
FROM: SAMUEL MARTINEZ, Executive Officer
TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: AGENDA ITEM #14: EXECUTIVE OFFICER'S REPORT

REMINDER:

The Commission will be dark in August. Please note that the next Commission meeting will be September 16, 2026.

UPDATES ON PROPOSALS INCLUDING SERVICE REVIEWS/SPECIAL STUDIES, AND SPHERE OF INFLUENCE AMENDMENTS/UPDATES

- **LAFCO 3275** – Reorganization to Include Annexation to the City of San Bernardino and Detachment from County Service Area 70 (26-Acre Island)

The protest hearing for LAFCO 3275 was held on May 21, 2026 with majority of the landowners filing written protests; therefore, the proposal was terminated effective May 28, 2026.

- **LAFCOs 3278 & 3279** (City of Adelanto Fire Reorganization):
 - LAFCO 3278 – Sphere of Influence Amendment (Expansion) for the San Bernardino County Fire Protection District
 - LAFCO 3279 – Reorganization to Include Annexation to the San Bernardino County Fire Protection District, its North Desert Service Zone, and its Zone FP-5

Processing of LAFCOs 3278 and LAFCO 3279 are on hold pending receipt of a revised Plan for Service certified by County Fire and a revised Fiscal Impact Analysis certified by both the City and County Fire. The City and County Fire have

until June 30, 2027 to submit the revised documents or LAFCOs 3278 and 3279 or the items will be closed/terminated.

- **LAFCO 3280** – Reorganization to include Annexations to the City of Barstow, Barstow Fire Protection District, and Odessa Water District, and Detachments from the San Bernardino County Fire Protection District, Its North Desert Service Zone, and its Zone FP-5, and County Service Area 70 (Area A)

The City of Barstow submitted the reorganization proposal associated with the Barstow International Gateway (BIG) project. LAFCO staff will be issuing the Notice of Filing for LAFCO 3281 by July 14, 2026.

- **LAFCO 3281** – Reorganization to include Annexations to the City of Barstow and Odessa Water District, and Detachment from County Service Area 70 (Area B)

The City of Barstow submitted the companion proposal associated with the BIG project. LAFCO staff will be issuing the Notice of Filing for LAFCO 3281 by July 14, 2026.

- **LAFCO 3282** – Countywide Service Review for Local Park and Recreation

LAFCO 3282 is scheduled for Commission review (workshop) at its July 15 meeting. Following the workshop, the actual draft service review will be distributed for agency and public review and comment and will be tentatively scheduled for Commission consideration at the September 16, 2026 LAFCO meeting.

UPDATES ON OUT-OF-AGENCY SERVICE CONTRACT DELEGATED TO THE EO:

- **LAFCO SC#561** – City of Colton Extra-Territorial Sewer Service Agreement (APN 0274-152-38)

The City of Colton submitted a request for authorization to provide sewer service to an existing single-family residence on the parcel. The EO authorized this request on 5/19/2026.

- **LAFCO SC#563** – City of Rialto Extraterritorial Wastewater Service Agreement (APN 0256-021-78)

The City of Rialto also submitted a request for authorization to provide sewer service to an existing single-family residence on the parcel. The EO also authorized this request on 5/19/2026.

- LAFCO SC#564 – City of Chino Covenant Agreement to Annex for Sanitary Sewer Service (APN 1019-262-12))

The City of Chino submitted a request for authorization to provide sewer service to an existing single-family residence and a proposed accessory dwelling unit being built on said parcel. The EO authorized this request on 6/23/2026.

LAFCO NEWS:

- **Governance Training:**

Registration is now underway for the Commission's second SB 827 Finance and Fiscal Training workshop, which is on September 9, from 9:00 am to noon, at the San Bernardino Valley Municipal Water District, 380 East Vanderbilt Way, San Bernardino, CA 92408.

- **LAFCO Website:**

The Commission's new website is now live. The update was to make the website fully accessible that met ADA accessibility standards. The website also has a new domain with a .gov extension.

Staff is currently working on reformatting some sections as well as fixing any broken links. The new website can be accessed at: sanbernardinolafco.gov.

- **Administrative Assistant Hiring:**

Rebecca Lowery, the Commission's former Commission Clerk/Office Manager, who has been helping as a consultant providing administrative and clerical services, has been officially hired as the Commission's Administrative Assistant effective July 11, 2026. We want to officially welcome Becky back to the team!

ALLIANCE NEWS:

The Alliance of LAFCOs will be having its next Zoom meeting in August. Alliance staff will be coordinating with the Alliance representatives to finalize the date and time of the next meeting.