

**Appendix J:
Will Serve Letters**

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City of Rialto

California

May 3, 2022

Dan Bick
Seefried Industrial Properties, Inc.
2321 Rosecrans Ave., Suite 2220
El Segundo, CA 90245

C/O Mary Prescott, P.E.
Kimley-Horn
401 B Street, Suite 600,
San Diego, CA 92101

Re: Will Serve Domestic Sewer Services for APN NUMBER 0258-102-58, 59, 60, 61, and 68, at 2586 Lilac Ave, Bloomington CA 92316

The purpose of this letter is to inform the Applicant that the City of Rialto ("City") is capable of providing sewer services to the proposed project or location referenced above. Sewer services will be made available to the above referenced location subject to the following terms and conditions:

1. The City of Rialto has a sewer line located in Santa Ana Ave just north of the subject property. In order to connect to this sewer line, Development Impact Fees, specifically Sewer Frontage fees and Sewer Treatment fees, would be owed to the City of Rialto. Please note, the fees described above are subject to change. Actual amounts would be based on the fee schedule in effect on the date the fees are levied and specific characteristics of the project.
2. This Will Serve letter shall expire if there is a change in the applicant or scope of the project. Upon expiration, the Applicant must submit a new request and applicable fees for a new Will Serve Letter to the City for review and consideration; and
3. The initiation of sewer services to the proposed project referenced above shall be contingent upon the "availability of sewer collection and treatment facilities" as determined by the City at its sole discretion and in accordance with the prevailing rules, regulations, and ordinances of the City in effect at the time that utility services are scheduled to commence. In addition, the City shall not be responsible for conditions that are beyond the City's control such as acts of God, federal, state or county regulatory agency requirements or decisions, or legal actions initiated by others; and
4. The Applicant must comply with all of the rules, regulations, and policies of the City as they presently exist and as they are amended from time to time including, but not limited to, the payment of all fees and charges; and

5. Applicant shall construct and convey, at no cost to the City, sewer facilities needed as determined by the City at its sole discretion to provide utility services to the proposed project referenced above in order to maintain the City's ability to meet utility services. All of the terms and conditions concerning said construction shall be the subject of a separate agreement (e.g. an "Extraterritorial Agreement" or a "Development Agreement") if necessary; and
6. Prior to construction or alteration to the City's existing facilities, Applicant shall prepare and submit to the City for approval, detailed construction plans showing proposed new facilities, extensions, and modifications to the City's existing facilities in accordance with current City design standards; and
7. Prior to the approval of construction plans by the City, Applicant shall pay to the City appropriate Plan Check and Inspection Fees as determined by the City and provide verification of all applicable permits required by other agencies; and
8. Depending on the circumstances and at the sole determination of the City, the City may procure consulting engineering services to verify the ability of the existing utility systems to meet the demands of proposed development. The costs of such services shall be added to the plan check and inspection fees referenced in item 7 above, all of which are due and payable prior to the City's approval of construction plans; and
9. Prior to the approval of construction plans, Applicant shall prepare and procure easements, rights of way, and any other instruments necessary in order to complete the dedication of facilities to the City. Said instruments shall be prepared subject to the City's approval and shall be prepared and executed at no cost to the City; and
10. Applicant shall pay to the City appropriate Development Impact Fees as stated in the City's regulations. Depending on the circumstances, the City's regulations provide for the payment of certain charges by Applicant and said charges are subject to change. Receipt of all applicable charges are due and payable prior to the initiation of utility services pursuant to this Will Serve Letter; and
11. All rights, privileges, and conditions of this Will Serve Letter are made to Applicant and are not assignable or transferable to another person/entity or parcel. The City reserves the right to impose further requirements, which it deems appropriate.

Thank you for your interest in the City of Rialto's utility services, should you have any questions, please contact the undersigned at (909) 820-8056 or tjcrowley@rialto.ca.gov.

Sincerely,



Thomas J. Crowley, P.E.
Utilities Manager

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ESTABLISHED AS A PUBLIC AGENCY IN 1952
WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMER'S PRESENT
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE
WATER-USE EFFICIENCY AND CONSERVATION.

ADMINISTRATIVE STAFF

Shamindra K. Manbahal

General Manager

Van M. Jew

*Assistant General Manager
Operations & Engineering*

Peggy Asche

Board Secretary

May 6, 2022

Environmental Public Works Agency
Planning Department
385 N Arrowhead Avenue
San Bernardino, CA 92415-0182

Re: Domestic Water Service – 2586 Lilac Avenue, Rialto, CA 92316

The purpose of this letter is to inform the Applicant that the West Valley Water District ("District") is capable of providing water service to the proposed project referenced above. Water Service will be made available to the above referenced project subject to the following terms and conditions:

1. This Will Serve Letter shall expire one year from the date of this letter. Upon expiration, the Applicant must submit a new request for a new Will Serve Letter to the District for review and consideration.
2. The initiation of water service to the proposed project referenced above shall be contingent upon the "availability of water" as determined by the District at its sole discretion and in accordance with the prevailing rules, regulations and ordinances of the District in effect at the time that water service is scheduled to commence. In addition, the District shall not be responsible for conditions that are beyond the District's control such as acts of God, federal, state or county regulatory agency requirements or decisions, or legal actions initiated by others.
3. The Applicant must comply with all of the rules, regulations and policies of the District as they presently exist and as they are amended from time to time including but not limited to the payment of all fees and charges.
4. Applicant shall construct and convey, at no cost to the District, domestic water facilities needed as determined by the District at its sole discretion to provide service to the proposed project referenced above in order to maintain the District's ability to meet water demands, storage and fire flow requirements. Such facilities include, but are not limited to, storage reservoirs, pump stations, pipelines and offsite pipeline extensions. All of the terms and conditions concerning said construction shall be the subject of a separate agreement (e.g. a "Development Agreement"). This Will Serve Letter is contingent upon the District and Applicant executing a "Development Agreement."
5. Prior to construction or alteration to the District's existing facilities, Applicant shall prepare and submit to the District for approval, detailed construction plans showing proposed new facilities, extensions and modifications to the District's existing facilities in accordance with current District design standards.

6. Prior to the approval of construction plans by the District, Applicant shall pay to the District appropriate Plan Check and Inspection Fees as determined by the District.
7. Depending on the circumstances and at the sole determination of the District, the District may procure consulting engineering services to verify the ability of the existing water systems to meet the demands of proposed developments in the form of a hydraulic analysis. The costs of such services shall be added to the plan check and inspection fees referenced in item no. 6 above, all of which are due and payable prior to the District's approval of construction plans.
8. Prior to the approval of construction plans, Applicant shall prepare and procure easements, rights of way, and any other instruments necessary in order to complete the dedication of facilities to the District. Said instruments shall be prepared subject to the District's approval and shall be prepared and executed at no cost to the District.
9. Applicant shall pay to the District appropriate Capacity Charges as stated in the District's water service regulations. Depending on the circumstances, the District's regulations provide for the payment of certain charges by Applicant and said charges are subject to change. Receipt of all applicable charges are due and payable prior to the initiation of water service pursuant to this Will Serve Letter.
10. All rights, privileges, and conditions of this Will Serve Letter are made to Applicant and are not assignable or transferable to another person/entity or parcel. The District reserves the right to impose further requirements, which it deems appropriate.
11. This Will Serve Letter is a letter of intent only. There is no legally binding or enforceable contract between the parties pertaining to the subject matter of this letter, and statements of intent or understanding in this letter do not constitute an offer, acceptance or legally binding agreement and do not create any rights or obligations for or on the part of the parties pertaining to the subject matter of this letter.

Should you have any questions, please contact the undersigned.

Sincerely,



Bertha Perez, P.E.
Senior Engineer
West Valley Water District