

# THE 1969 JUDGMENT & RIVERSIDE'S WATER RIGHTS

City Attorney's Office & Public Utilities

City Council Meeting  
December 3, 2024

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## EVENTS LEADING TO THE 1969 JUDGMENT

1. The community of Riverside started diverting flows from the Santa Ana River in 1871. In 1886, Gage Canal Co. began bringing water from Bunker Hill through the Gage Canal.
2. As the Community and Watershed flourished in the 1900s, water security and water development became increasingly important.
3. 1945, Start of a 20-year drought
4. 1951, Orange County Water District (OCWD) filed suit against San Bernardino, Riverside, Redlands & Colton claiming they were responsible for surface flow declines
5. 1957, court sided with OCWD & after appeal process in 1961, the court ordered limits on water use.



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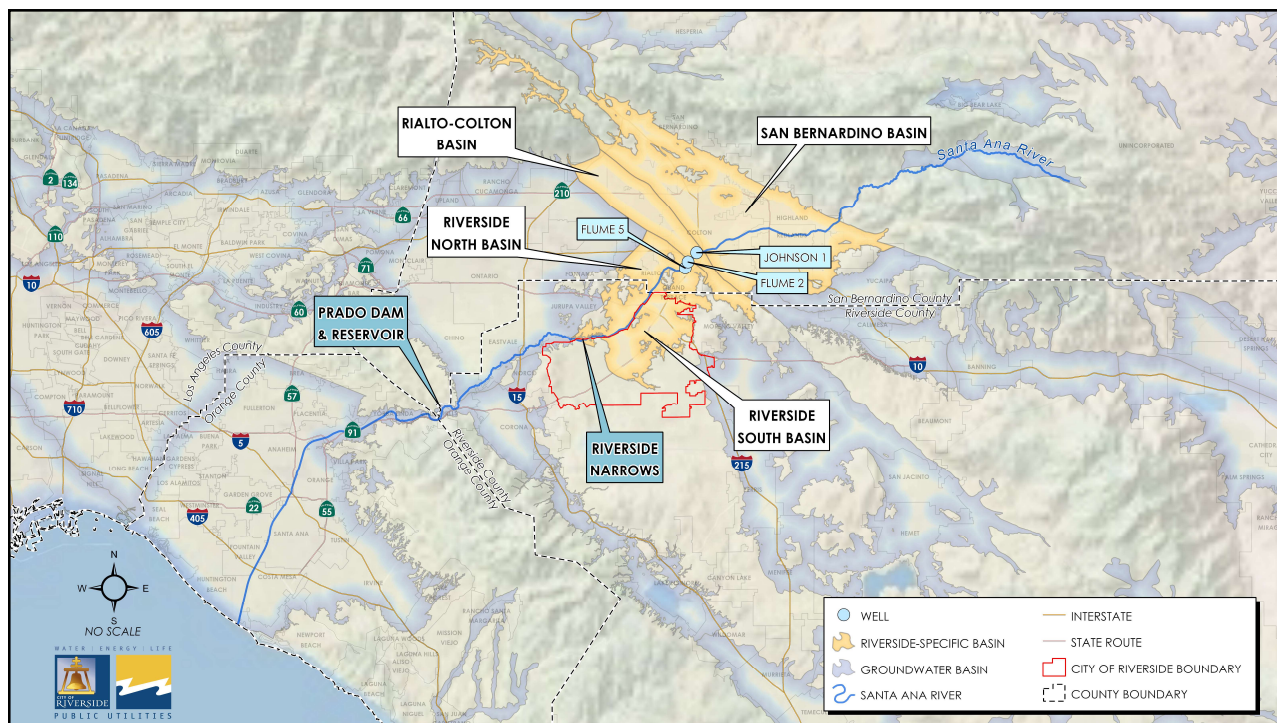
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# EVENTS LEADING TO THE 1969 JUDGMENT

1. 1963, Western Municipal Water District (Western) on behalf of the Riverside entities filed suit against San Bernardino entities seeking an adjudication of water rights within the SBBA(San Bernardino Basin Area) as a result of increasing withdrawals in the basin.
2. 1963, OCWD filed a complaint seeking an adjudication of water rights against water users in the area tributary to Prado Dam.
3. By 1968, 13 cross-complaints were filed extending the adjudication to the area downstream of Prado and including 4,000 parties throughout the watershed.
  - a. Western represented Riverside entities, OCWD represented Orange County entities, San Bernardino Valley District(Valley) represented San Bernardino entities & Inland Empire Utilities Authority (IEUA) represented Chino Basin entities
4. April 17, 1969, Settlement reached in both the Western-San Bernardino suit and the Orange County suit.



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## ORANGE COUNTY JUDGMENT

1. Implemented by a 5-member Watermaster
  - a. 2 members from OCWD, 1 member from IEUA, 1 member from Western & 1 member from San Bernardino Valley District
2. OCWD is entitled to base flow obligations plus all stormflows reaching Prado Dam.
3. Base flow obligations are adjusted according to quality (TDS).
4. Upper Districts<sup>1</sup> are enjoined from exporting water from Lower Area<sup>2</sup>.
5. OCWD is enjoined from restraining pumping, exporting, or causing water to flow from upper areas to lower areas.

1. Chino Basin Municipal Water District, Western Municipal Water District, San Bernardino Valley Municipal Water District  
 2. Downstream from Prado



## RIVER BASE FLOW OBLIGATIONS

1. Obligations reduced if credits available
2. Riverside holds a 1968 agreement with Western to commit municipal effluent “wastewater”

Surface Water Entity	Obligation	Minimum
<b>At Riverside Narrows</b>		
Valley District	15,250	12,420
Supplemental Agreements		
Valley - SBMWD	16,000	
Valley - Colton	2,450	
<b>At Prado</b>		
IEUA & WMWD	42,000	34,000
Supplemental Agreements		
IEUA	16,875	
WMWD - Riverside	15,250	12,420
WMWD - Corona	1,625	1,330

Numbers are in acre feet per year (afy)



## WESTERN-SAN BERNARDINO JUDGEMENT

1. Determined how surface and groundwater resources in the SBBA would be divided and how the San Bernardino and Riverside entities would comply with their respective Santa Ana River flow obligations under the Orange County Judgment
2. Riverside Entities (Plaintiffs) – Represented by Western
  - a. City of Riverside, Gage Canal, Agua Mansa Water Co, Meeks & Daley Water Co, Riverside Highland Water Co, UC Riverside
3. San Bernardino Entities (Non-Plaintiffs) – Represented by San Bernardino Valley District
  - a. East Valley Water District, West Valley Water District, San Bernardino, Redlands, Colton, Loma Linda, Rialto, Bear Valley Mutual Water Co, Fontana Union Water Co & other overlying water producers



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## WESTERN-SAN BERNARDINO JUDGEMENT

1. Implemented the physical solution in the Orange County Judgment; determined rights to extract water from SBBA; and established replenishment obligations for areas above Riverside Narrows
2. Separated into four "basins" – SBBA, Rialto-Colton, Riverside North and Riverside South
  - a. Extractions and replenishment obligations vary based on basin
3. Base Period Pumping 1959-1963, was used in SBBA, Rialto-Colton, Riverside N. & Riverside S. to establish pumping foundation for Judgment
4. Safe Yield established for SBBA in 1971 using hydrology records from 1934 – 1960
  - a. Base period production proportionately reduced to match Safe Yield – Annual Adjusted Rights
5. Uses 5-year rolling periods to compare actual pumping volumes to Annual Adjusted Rights and extractions
  - a. Example: Annual right = 10, or 50 over 5 years      Actual: 9,11,10,10,10 = 50



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## SAN BERNARDINO BASIN AREA (ART. V & VI)

### Plaintiffs/Western

1. Annual adjusted right 64,862 afy / 27.95%\*\*
  - a. Riverside 52,199 afy / 22.49% (49,542 afy export)
  - b. Riverside owns shares in M&D, RHWCo (3,348 afy)
  - c. UCR Agreement (536 afy)
2. 30% annual variance allowance
3. Enjoined from extracting more than permitted
4. New Conservation
  - a. Respective percentage of new conservation water if party contributes proportionate share of costs

### Non-Plaintiffs/Valley District

1. Annual right 167,238 afy / 72.05%
  - a. Use within San Bernardino County
2. Valley District must replenish with imported water for any extractions greater than permitted
3. Accumulates credits from underproduction or excess deliveries
4. Receives credit from return flows



\* Numbers represent adjusted rights and do not include New Conservation from Seven Oaks Dam  
 \*\* Percent of Safe Yield

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## RIALTO-COLTON BASIN (ART. VIII)

### Plaintiffs/Western

1. Base period 3,349 afy
  - a. Riverside 2,433 afy (2,418 export)
  - b. Riverside owns shares in M&D, 310 afy
2. 20% annual variance allowance
3. No injunction from higher extractions, replenishment obligations instead
4. Western must replenish if extractions exceed base period or annual variance allowance
5. Accumulate credits that can be used for replenishment obligation

### Non-Plaintiffs/Valley District

1. Unlimited extractions provided water level is maintained at key wells
  - a. Base period 8,235 afy
2. Procedures established if levels fall
  - a. Include replenishment obligations
  - b. Transferring extractions between Riverside N.



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## RIVERSIDE NORTH (ART. VIII)

1. Regulated same as Rialto-Colton Basin
  - a. No injunction on extractions, but replenishment obligations established
  
2. Plaintiff Base period 24,120 afy
  - a. Riverside 11,656 afy (export 10,902)
  
3. Non-Plaintiff Base period 9,609afy



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## RIVERSIDE SOUTH (ART. IX)

1. Base period 29,633afy
  1. Riverside 16,880afy
  
2. 20% annual variance allowance
  
3. No injunction from higher extractions, replenishment obligations instead
  
4. Western must replenish if extractions exceed base period or annual variance allowance
  
5. Accumulate credits that can be used for replenishment obligation



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## WESTERN-SAN BERNARDINO JUDGMENT

1. The Rialto-Colton Basin & Riverside Basin can be regulated on a safe yield basis if needed
  - a. Base rights will be determined based on average annual extractions for five-year period ending with 1963
  
2. Court retained jurisdiction for key items, such as:
  - a. Review of the hydrologic condition of any/all basins to determine from time to time the natural safe yield of the SBBA
  - b. May proportionally change the adjusted rights and replenishment obligations of each party.
  - c. May review the credit allowed for return flow in the SBBA



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## ENFORCEMENT - WATERMASTER

1. Court appointed a Watermaster to administer and enforce the Judgment
  - a. Considered to be an officer of the Court
2. Two-person committee
  - a. Western and San Bernardino Valley District each nominate one person
  - b. Subject to Court approval
3. Watermaster required to issue annual reports
  - a. Annual Report of the Western-San Bernardino Watermaster issued every August  
<https://www.wmwd.com/204/Watermaster-Reports>



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## GENERAL LEGAL PRINCIPLES

1. General rules of interpretation apply to the Judgment
  - a. Primary goal is to carry out the intention of the parties
  - b. First review the text of the judgment itself
2. Surplus groundwater in the Riverside South Subbasin may be beneficially used by appropriators and overlying landowners
3. Government rights cannot be lost to prescriptive users



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## STRATEGIC PLAN ALIGNMENT

### Envision Riverside 2025 Strategic Plan Priority

#### #4 Environmental Stewardship

Goal 4.2 – Sustainably manage local water resources to maximize reliability and advance water reuse to ensure safe, reliable and affordable water to our community

#### Cross-Cutting Threads



Community Trust



Fiscal Responsibility



Sustainability &amp; Resiliency



Equity



Innovation



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## RECOMMENDATIONS

That the City Council receive an update on the 1969 Judgment and Riverside's water rights.

That the City Council consider waiving the attorney client/work product privilege for the Memoranda dated November 19, 2024, and September 6, 2023.



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